



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
March 21, 2019**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regular City Council meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Ave, Park City, Utah 84060 for the purposes and at the times as described below on Thursday, March 21, 2019.

CLOSED SESSION - 3:00 p.m.

To Discuss Property, Personnel, and Litigation

WORK SESSION

4:15 p.m. - Council Questions and Comments

4:30 p.m. - Discuss a Sliding Scale Scholarship Program for Recreation and the Ice Arena which is based on Summit County's Area Median Income (AMI) which Uses HUD Income Limits

[Sliding Scale Scholarship Program Staff Report](#)

5:15 p.m. - Drinking Water Quality Strategy Update

[Drinking Water Staff Report](#)

5:45 p.m. - Break

REGULAR MEETING - 6:00 p.m.

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Staff Communications Reports

1. Council Strategic Planning Retreat Summary

[Council Strategic Planning Retreat Summary](#)

2. Hillside Avenue Update

[Hillside Avenue Staff Report](#)

[Exhibit A: Hillside Tiered Improvements](#)

[Exhibit B: Hillside Wayfinding Update](#)

[Exhibit C: Draft Scope of Old Town Access and Circulation Study](#)

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

IV. CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from February 28, 2019
[February 28, 2019 Minutes](#)

V. CONSENT AGENDA

1. Request to Authorize the City Manager to Execute a Mine Maintenance Agreement, in a Form Approved by the City Attorney, with Jordanelle Special Services District (JSSD) for a Term of One Year with Automatic Annual Renewals Thereafter Until Terminated by Either Party
[Mine Maintenance Staff Report](#)
[Attachment A: Mine Maintenance Agreement - 2019](#)

VI. NEW BUSINESS

1. Consideration to Approve Ordinance 2019-12, an Ordinance Approving the Park City Heights Phase 3 Subdivision Plat Located at 10 and 30 Sun Ridge Cove
(A) Public Hearing (B) Action
[Park City Heights Subdivision Phase 3 Staff Report and Ordinance](#)
[Park City Heights Subdivision Phase 3 Exhibits](#)
2. Consideration to Approve Ordinance 2019-13, an Ordinance Approving the Parkview Condominiums First Amendment to the First Amended and Restated Condominium Plat Amending Units 25 and 27, Located at 2212 and 2208 Jupiter View Drive
(A) Public Hearing (B) Action
[Parkview Condo Plat Staff Report and Ordinance](#)
[Parkview Condo Exhibits](#)
3. Consideration to Authorize the Mayor to Execute a Memorandum of Agreement in a Form Approved by the City Attorney for the Lease of Surplus Water to Weber Basin through Provisions in the Western Summit County Project Master Agreement
(A) Public Input (B) Action
[Surplus Water Lease Staff Report](#)
[Attachment B: Excess Capacity, Surplus Water and Demand Schedule](#)
[Attachment C: Weber Basin Memorandum of Agreement](#)
4. Consideration to Authorize the Mayor to Execute an Agreement for the Initial Interconnection under the Western Summit County Project Master Agreement in a Form Approved by the City Attorney
(A) Public Input (B) Action
[Western Summit County Project Staff Report](#)
[Attachment B: Snyderville Basin Initial Interconnection Agreement](#)
5. 2019 Legislative Update

VII. ADJOURNMENT

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

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

Council Agenda Item Report

Meeting Date: March 21, 2019

Submitted by: Ken Fisher

Submitting Department: Recreation

Item Type: Work Session

Agenda Section:

Subject:

4:30 p.m. - Discuss a Sliding Scale Scholarship Program for Recreation and the Ice Arena which is based on Summit County's Area Median Income (AMI) which Uses HUD Income Limits

Suggested Action:

Attachments:

[Sliding Scale Scholarship Program Staff Report](#)

City Council Staff Report

Subject: Sliding Scale Fee Reduction
Author: Michelle Henry, Recreation Supervisor
Department: Recreation & Ice
Date: March 21, 2019
Type of Item: Legislative-work session

Recommendation

Recreation and Ice staff recommends the City Council provide direction to proceed to a public hearing for a Fee Resolution amendment to implement a sliding scale fee program. The program would set new fees based upon Summit County's Average Median Income (AMI) using HUD Income limits (Attachment A).

Staff is proposing to base the sliding scale on the percentage of AMI for a household. An example of how this would work is for a family who falls in the 60% percentile of AMI they would receive a 40% discount. This is an effort to further Council's objectives through the Community Critical Priority of Social Equity.

Opportunity

- Currently Park City Recreation and Ice offer a scholarship program for those that qualify for free or reduced school lunch.
- Currently there is no fee reduction or scholarship opportunities for non-qualifying youth or anyone who is not school aged, whether they are too young for school or older, including all adults.
- In an effort to "move the needle" on social equity staff believes there is a benefit to adopting a sliding fee scale based on Summit County AMI. A few communities have implemented a sliding scale for recreation fees. The YMCA in Greenfield, MA sliding fee scale is for youth & adult programs and facility passes. The link for more information is: [Greenfield YMCA](#) Other communities with a limited sliding scale are [Durham N.C.](#) and [Rutland, VT](#)
- A sliding fee scale is most common in the medical field.
- Our current scholarship program is based on equality not equity. There are residents that may not qualify for the School Lunch Program but still need financial assistance in order to participate in programs or purchase facility passes. The implementation of a sliding scale fee schedule will help to address this issue.
- With the implementation of the sliding scale, Recreation and the Ice Arena will continue to provide the current fee reduction offerings to those who qualify for free or reduced lunch, as we do not want to adversely affect those who have been utilizing the program. With offering the sliding scale we will be able to accommodate other youth & adults in our community that do not qualify based on our current program.
- The first step would be proceeding to a public hearing to amend the Fee Resolution during the upcoming budget process. The Recreation Department and Ice would then look to implement the sliding scale by September. The reason for this is the department is in the process of implementing a new software system and also needs to ensure the program is implemented correctly.

Background

- Currently, Park City Recreation offers a 70% fee reduction for youth programs for those who are enrolled in Park City School District's reduced or free lunch program. This is based on the honor system and the sliding scale would be modeled after this.
- Recreation department has granted 146 individual scholarships from 103 households totaling \$19,300 in fee waivers. The department received \$10,000 from the Salomon Fund to help offset the revenue loss.
- Recreation has a Corporate Wellness Program for local businesses. There is no fee to join and employees receive a 20% discount on 1-month facility passes & a 10% discount on 3,6,12 month facility passes.
- Park City Ice Arena offers a 75% discount for entry level skating and hockey programs as well as a reduced rate of \$3.00 for public skate and ice rentals to children enrolled in the program as well and their families. The City's Fee Schedule specifies this program is available to youth residents of Summit and Wasatch Counties.
- Currently, the Ice Arena has 87 completed Fee Reduction applications, 9 of which are youth that reside outside of the Park City School District. A lower number of students are currently enrolled in programing.

Funding

- Park City Recreation: The cost of implementing a sliding fee scale is the impact on revenue and staff resources to confirm income data/applications. Staff anticipates an increase in pass sales to adults which would increase revenue. The same is said for programs as hopefully programs with excess capacity would gain additional participants. If spots were taken from those willing to pay a higher fee then revenue would be impacted negatively. Staff will monitor the impact and will track participation similar to our current scholarship program. We will continue to offer our current scholarship program for all youth programs.
- Park City Ice Arena: There is no funding for this offering. We are looking for Council's direction on how expansive this program should be implemented. Two considerations are the variety of programs beyond entry level program to those with a more training and competitive nature as well as the continued inclusivity of residents beyond the Park City School District in Summit and Wasatch Counties. Staff believes expanding the offering to additional programing could have significant impacts to revenue which would impact the facility's continued goal to reduce the operating subsidy.
- Using data from the census and the American Community Survey, it is estimated that currently 21% (726 households) of Park City households qualify for the free & reduced lunch program. Of the 726 households eligible, 103 participated (14%). By implementing the sliding scale it would add an additional 18% (620 households) of Park City households that would be eligible for a discount ranging from 20 to 50%. The actual number of households that take advantage of the program will likely be significantly less. If you used the same percentages that take advantage of our current scholarship program (14%) there would be 88 households that utilize the sliding scale.
- Recreation is likely to recommend several fee increases as part of this year's budget process.

Questions & Alternatives for Council

- Would Council like to move forward with adoption of the recommended sliding scale tool to expand the current Fee Reduction offering for Recreation and the Ice Arena?
- Would Council like the Fee Reduction program expanded across additional programming at the Ice Arena such as Freestyle and Drop-In Hockey?
- Would you like the expanded Fee Reduction program for Ice to be offered to residents of Summit and Wasatch County, consistent with the current offerings?
- Recreation & PC MARC plan to make the sliding scale available for facility passes to the MARC and all adult and youth program offerings other than private lessons (swim and tennis). Is Council supportive of this approach?
- Recreation's current scholarship program is for those living in the Park City School District. We would model the sliding fee scale after this. Is Council supportive?
- Currently the Recreation Department is funded through the General Fund and has a cost recovery goal of 70% and no more than a \$900,000 a year subsidy. The department has consistently met this goal. FY 18 we had a cost recovery of 70.81% with a subsidy of \$861,000. As more scholarship and fee reduction programs are implemented the cost recovery goal for the department may become more difficult to reach. Is Council willing to potentially lower the cost recovery goal if the reason is the expanded scholarship/sliding fee scale?

Department Review

This report has been reviewed by Recreation, Ice, Budget, Legal and Executive Departments

Attachments

A 2018 Summit County AMI Schedule

2018 Summit County AMI (Area Median Income) Based on HUD Income Limits						
% of AMI	Family Size					
	One (studio)	Two (1-br)	Three (2-br)	Four (3-br)	Five (4-br)	Six (5-br)
30%	\$ 22,491	\$ 25,704	\$ 28,917	\$ 32,130	\$ 34,700	\$ 37,271
40%	\$ 29,988	\$ 34,272	\$ 38,556	\$ 42,840	\$ 46,267	\$ 49,694
50%	\$ 37,485	\$ 42,840	\$ 48,195	\$ 53,550	\$ 57,834	\$ 62,118
60%	\$ 44,982	\$ 51,408	\$ 57,834	\$ 64,260	\$ 69,401	\$ 74,542
80%	\$ 59,976	\$ 68,544	\$ 77,112	\$ 85,680	\$ 92,534	\$ 99,389
100%	\$ 74,970	\$ 85,680	\$ 96,390	\$ 107,100	\$ 115,668	\$ 124,236
120%	\$ 89,964	\$ 102,816	\$ 115,668	\$ 128,520	\$ 138,802	\$ 149,083
150%	\$ 112,455	\$ 128,520	\$ 144,585	\$ 160,650	\$ 173,502	\$ 186,354

Council Agenda Item Report

Meeting Date: March 21, 2019

Submitted by: Holly Lopez

Submitting Department: Public Utilities

Item Type: Staff Report

Agenda Section:

Subject:

5:15 p.m. - Drinking Water Quality Strategy Update

Suggested Action:

Attachments:

[Drinking Water Staff Report](#)



City Council Work Session Report

Subject: Drinking Water Quality Strategy Update
Author: Michelle De Haan, Water Quality and Treatment Manager
Department: Public Utilities
Date: March 21, 2019
Type of Item: Informational

Background: Many drinking water systems across the U.S. have been challenged with distribution system metals release events, with differing metals including lead, copper, arsenic, iron, manganese, etc. Some of the releases, based on the concentration or metal, can cause acute and/or chronic health effects. Causes of metals release can include:

- Longterm metals accumulation on pipe walls that can be released due to general chemistry fluctuations that can impact stability of accumulated scales and sediments
- Use of a water treatment chemicals that can shift the pH or change the solubility resulting in leaching from lead solder, leaching of lead service lines, or leaching from copper pipe
- Lack of corrosion control that can ensure water is not corrosive

Since 2011 Park City has invested significantly in specialized staff and technology to treat and deliver high quality drinking water. Park City Water Quality staff have developed programs that are designed to minimize risk of metals release.

Significance: Water Quality is currently one of the top priorities of the Public Utilities Department. The Distribution water quality program was developed to minimize risk of metals release from our historic use of mine tunnel water. Judge Tunnel water was removed from the drinking water supply in 2013 after it became apparent that very low levels of metals, below drinking water standards, were accumulating on pipe walls over time. The Spiro Water Treatment Plant (wtp) removes metals below drinking water standards with low level accumulation in the distribution system.

Park City mitigates risk of the potential for metals release in drinking water by:

- Implementing and ensuring corrosion control
- Conducting annual high velocity unidirectional flushing (UDF)
- Monitoring online distribution system water quality analyzers
- Collecting quarterly distribution system samples throughout the distribution system (proactive, not required by Utah Division of Drinking Water (DDW))
- Continuing to assess and demonstrate effectiveness of more aggressive pipe cleaning methods than UDF (i.e. foam swabbing or ice pigging)

Discussion: In 2012 Park City sponsored a project with the Water Research Foundation, an internationally recognized leader in Water Research, to evaluate two release events that occurred in 2007 and 2010 in the Thaynes and Iron Canyon neighborhoods. Sediment release resulted in temporary high levels of arsenic, manganese, thallium, mercury and lead. Since the sample results were in the distribution system, not at the sources, there were no violations of the Utah DDW standards. However, Park City treated it as a public health concern with intensive sampling, a public information campaign, close coordination with DDW and provided bottled water. Summarizing a vast amount of work by a team of consultants, Utah State University Water Research Laboratory master's program students and professors, and the City's own water quality experts, the Water Research Foundation published the results of this work in 2016 in a report entitled *Metals Accumulation and release Within the Distribution System: Evaluation and Mitigation*. After significant investigation, we are now confident that in 2010 a chemistry shift occurred very similarly to what recently happened in Sandy City. Since that time our team of scientists and operators have implemented strategic measures to minimize risk of release of metals in the distribution system including in more detail:

- Removed Judge Tunnel supply from the system in 2013.
- Optimized the Spiro WTP to remove the potential for chemical destabilization.
- Brought Quinns Junction WTP online with a strong focus on distribution water quality being careful to avoid destabilization of pipe scale.
- Gained an understanding of the complexities of our distribution system water quality.
- Developed water quality water chemistry stability goals.
- Implemented a recently published corrosion control practice: Maintaining a high Oxidation-Reduction Potential (ORP) in the distribution system, by maintaining a high chlorine residual, to maintain firm metal scales on pipe walls. This is similar to adding zinc ortho-phosphate that stabilizes calcium scale on pipe walls.
- In SCADA continuously monitor online water quality by monitoring instrumentation in the distribution system and at treatment plants for water quality stability parameters (e.g. ORP, pH, turbidity, chlorine residual).
- Annual water system-wide high velocity unidirectional flushing continues to remove any loose metal scale.
- Continued collecting quarterly metals samples at 8-locations throughout the distribution system and publish results on the City website.
- Water tank cleaning has been conducted on all tanks since Judge Tunnel water was taken out of the system.
- Thru pilot testing established stringent performance requirements for the design of the 3Kings WTP which will treat Judge and Spiro Tunnel water.

Sample results show that corrosion control measures coupled with the efforts listed above are controlling metal release to very low levels, below DDW standards.

In 2017, as part of our DDW-required Lead and Copper sampling program, we inventoried the water system and determined based on available data that there are no

lead service lines or lead distribution system lines in Park City. 40 local residents collected lead and copper samples from their homes and all results were below the DDW Action Levels. Every 3-year sampling will be conducted again this summer. Independently, Park City School District collaborated with DDW and Summit County Health Department to help minimize their students' and staff's exposure to lead in drinking water. Again, all results were well below EPA Action Levels.

While it is difficult to predict U.S. regulatory activity, individual states and Canada are implementing lower drinking water lead standards. Health Canada when changing its standard stated: "As current science cannot identify a level under which lead is no longer associated with adverse health effects, lead concentrations in drinking water should be kept as low as reasonably achievable."

Upcoming efforts

Based on the results of our Water Research Foundation project, advanced main cleaning methods (foam swabbing and ice pigging) are 10-times more effective at removing total suspended solids and associated metals. Staff has implemented foam swabbing twice since the original study and continues to see strong effectiveness. A CIP Water Quality budget has been established for advanced main cleaning over several years. The implementation schedule will begin after Spiro Water Treatment Plant is taken offline in fall of 2019, so that we will no longer be loading very low concentrations of metals (below DDW standards) into the distribution system, and can keep the pipes clean.

The new 3Kings WTP is under design and will be online in 2022. This state-of-the-art plant will remove metals from Judge and Spiro Tunnel waters to comply with Clean Water Act stream standards and increase overall drinking water treatment system capacity.

Our water quality professionals are actively engaged with the EPA, DDW and State and Federal stakeholder groups who share our values and commitment to high quality drinking water. The American Water Works Association recently published Household Guidance that we encourage home and business owners review. The YouTube animation is designed to help consumers understand where lead comes from, how it gets into water, and what households can do to keep their water lead-safe. "Your water utility strives to provide safe and healthy water for your home," the animation states. "We all play a role in keeping it that way. Together, let's get the lead out."

<https://youtu.be/PqFHrae92OM>

Council Agenda Item Report

Meeting Date: March 21, 2019

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

5:45 p.m. - Break

Suggested Action:

Attachments:

Council Agenda Item Report

Meeting Date: March 21, 2019

Submitted by: Jed Briggs

Submitting Department: Budget, Debt & Grants

Item Type: Staff Report

Agenda Section:

Subject:

Council Strategic Planning Retreat Summary

Suggested Action:

The Council Strategic Planning Retreat was structured this year to focus on the current Priorities in the hopes of maintaining momentum for them and providing more clarity around specific objectives. Thus, Staff provided Council with broad policy questions for them to consider in order to set clear goals and direction for staff to carry out this year. This communication explains notes taken from the Retreat broken out by different sections.

Attachments:

[Council Strategic Planning Retreat Summary](#)



City Council Staff Communication

Subject: Council Strategic Planning Retreat Summary
Authors: Jed Briggs
Department: Budget
Date: March 21, 2019
Type of Item: Informational

Summary Recap: The Council Strategic Planning Retreat was structured this year to focus on the current Priorities in the hopes of maintaining momentum for them and providing more clarity around specific objectives. Thus, staff provided Council with broad policy questions for them to consider in order to set clear goals and direction for staff to carry out this year. This communication explains notes taken from the Retreat broken out by different sections. Feedback from City Council is shown in *italics*.

2018 Accomplishment and Highlight Staff Video

- *Next year include even more departments and recognize areas of improvement*
- *Carve into smaller segments to share with the public, (i.e., Facebook, newsletter, etc.)*

Three Community Critical Priorities:

Energy – Policy Questions

1. Park City's ambitious goals have generated interest from other mountain communities, ski industry and related businesses, and non-government organizations. Would City Council support pursuing other communities and organizations to adopt our goals, or similar goals?
 - o *Council supports engaging other communities to share best practices, explore partnerships, and to encourage common goal-setting. Don't go so far as to lose focus on City's efforts.*
2. Park City has shown progress in working with our electricity utility. If Park City would want to pursue similar progress in natural gas; partnerships and defining what success looks like could be more complex. Does City Council want to drive engagement with other communities, utilities, non-governmental organizations, etc.?
 - o *Council supports exploring 'cleaner' natural gas options, but wants electric to remain the top priority.*
 - o *Council does not want to engage in regional 'activism.'*
3. Park City Sustainability has residential engagement underway including Library Kits, My Sustainable Year, SCPW Challenge, and tree plantings. What other areas would City Council like to focus residential engagement on (water efficiency, energy efficiency, waste, tree planting, etc...)?
 - o *HOAs, community promotions/buys/contests, (i.e., Community solar), lawn Programs (cash for grass), mandatory recycling, and green waste disposal.*
4. Park City Sustainability is planning a Sustainable Business Certification Program, and has completed outreach programs like the Wattsmart

Communities Project. What other areas would City Council like to see for business engagement?

- o *Need a work session with analysis of existing programs and pros/cons of a support vs leadership role.*
- o *Any business certifications need to be credible, manageable and measurable.*

Transportation – Policy Questions

- *Council is supportive of the proposed 2030 goal of a 25% decrease in vehicle trips on the entry corridors.*
 - o *Add more counters to also track internal circulation*
 - o *Develop a 'report card' with sub-goals reflecting internal traffic, access to transit, active transit effectiveness, etc.—this should come back in a future work session.*
 - *Also, the majority of Council supports two separate goals:*
 - o *City's specific goals as they relate to the community critical priority*
 - o *Regional goals as they relate to the Transit district*
1. Is Council interested in pursuing innovative policies? If so, which ones?
 - o *Yes to a.) All-electric fleet; b.) Transit-first policy; and c.) Employer-based trip reduction policy*
 - o *Come back with specifics in future work session.*
 2. Is Council interested in prioritizing investments for active transportation? Recognizing that walkability and biking is also part of our community culture, is Council interested in dedicating a direct funding source for active transportation?
 - o *Buses are the top priority, active transportation second, and Single Occupancy Vehicle (SOV) last.*
 - o *Don't forget bus shelters, trash, safety, and pedestrian connectivity.*
 - o *Come back in a future work session with a list of active transportation projects and ideas for funding.*
 3. Does Council remain committed to the paid parking program and implementation of additional parking management strategies? During all seasons and events with the understanding that the rates can be modified based on time of year and parking demand? Does Council want to explore potential modifications in the City's parking policy and/or parking requirements? Should permitted parking be expanded into more neighborhoods to protect residents?
 - o *Council supports more dynamic parking pricing and off-season locals' promos.*
 - o *Council supports expanding residential parking permits, re-visiting circulator, and exploring taxi dispatch areas.*

Housing – Policy Questions

1. Does City Council want to request staff assess housing opportunities, challenges and partnerships outside of the current City boundaries?
 - o *City Council is willing to explore regional housing opportunities, but the main focus should be in town, while remaining opportunistic for regional options.*
2. How does City Council view and want to define the balance between rental housing versus ownership (including cash flow and timeline impacts) in pursuit of the housing goals?

- o *Council is willing to shift to rental projects if it can be done with a housing authority and accelerates project timeline. Council does not want to go into management business, partners are needed. Council wants flexibility to deed restrict and sell projects in the future. Also, Council is interested in exploring a co-op where small businesses can participate.*
- 3. Does City Council want to further discuss the current housing pipeline (see housing infographic)?
 - o *Council wants changes in the Land Management Code (LMC) to support affordable housing. Council is interested in Additional Dwelling Units (ADUs), but not in changing height restrictions. Council is interested in changing density, but it must still fit within neighborhood character. Council is willing to try parking reductions, but wants to start small like charging extra for parking to demonstrate 'its value.'*
- 4. Does City Council want to discuss housing qualifications; or more specifically a policy for providing housing for City employees?
 - o *Council would like more information on Housing scenarios for City employees. What should the City's housing obligation look knowing it could be used as a template for communitywide workforce housing standards? Staff will come back with a proposal, which will show financial impacts of housing for City Manager.*
- 5. Does City Council want to re-align the housing goal from 2026 to 2030 to match the other critical goals and request staff revisit the housing needs assessment to make a recommendation on a quantitative goal?
 - o *Council is willing to consider a 2030 Housing goal to match other Community Critical Priority goals. However, this should be based upon an internal assessment of housing needs and Council does not want to lose 2026 goal of 800 units. Council wants to be careful and not to confuse or slow momentum. Staff will return with concepts in a future work session.*

Two Community Top Priorities:

Citizen Wellbeing

Look for opportunities to align with non-profit efforts to address isolation and community.

Community Engagement

Council is asking for the creation of more talking points, one-pagers, and ways to build consistency and credibility. Council wants more opportunities to engage with the community with more neighborhood activities and door-to-door interactions. Council would like printed newsletters (and other materials) for seniors and is interested in staying creative on engagement events that attract new people. They would like to add 'accurate' to communication goals and would like to explore a 'block party grant' for the recreation mobile trailer.

Department Review:

Environmental Sustainability, Housing, Transportation, Budget, Debt, & Grants, and City Manager

Council Agenda Item Report

Meeting Date: March 21, 2019

Submitted by: Jonathan Weidenhamer

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Hillside Avenue Update

Suggested Action:

Informational Update

Attachments:

[Hillside Avenue Staff Report](#)

[Exhibit A: Hillside Tiered Improvements](#)

[Exhibit B: Hillside Wayfinding Update](#)

[Exhibit C: Draft Scope of Old Town Access and Circulation Study](#)



City Council Staff Report

Subject: Downtown Circulation, Traffic, and Hillside Ave.
Author: Jonathan Weidenhamer, Economic Development Manager
Alexis Verson, Associate Transportation Planner
Department: Economic Development & Transportation Planning
Date: March 21, 2019
Type of Item: Staff Communication

Summary Recommendation

Consider the informational update from staff on downtown circulation and traffic, including a specific update on Hillside Avenue. If City Council desires, they can direct staff to return for a specific work session discussion.

Overview

As the winter season temperatures and weather wind down, and we consider additional improvements in the spring and summer of 2019, this report serves as an update and preview of ongoing discussions related to downtown traffic, circulation and impacts from the downtown commercial district on adjacent residential neighborhoods. The report includes a more detailed update on Hillside Avenue, but is not inclusive of any transit or parking management efforts.

In summary:

- Following up from a conversation regarding Hillside Avenue during Public Input at the November 29, 2018 Council meeting [link](#)/Audio/2:31, there are a few items we still need to complete (removal of existing and installing new wayfinding). Staff has made a recent push to complete these improvements prior to the end of the winter season. A full list of tiered Hillside improvements is Ex. A.
- Certain members of the Lodging Association, including specific properties that use Hillside Avenue regularly continue to be willing to work with staff to minimize their impacts on the community, however they were unable to begin any meaningful changes as winter operations were in full swing by late November. In a recent conversation with them, they have agreed to initiate a formal dialogue with staff in April 2019.

Background

As staff considers a long-term strategic process to improve circulation and access in Old Town that will likely be considered for funding during the FY 21 budget process (Scope, Ex. C), some interim steps have been identified. This will be driven by many factors including pedestrian access and safety, congestion mitigation, economic vitality, public safety, quality of life for residents, and visitor experience on a day to day basis and during large events such as Sundance, improved active transportation connections, and curbside management.

In the short term, staff will continue to explore interim steps that can mitigate ongoing conflicts and improve safety and circulation. Examples may include adding, short term parking/drop off & pick up areas in the downtown, building a sidewalk on 4th Street, and consideration for

changing the directionality of 4th Street to become an eastbound street (forming a couplet with the recently changed 5th Street that is now a westbound street). Staff also believes there are additional wayfinding improvements that can be made.

Lastly, staff will immediately fix the angled parking stalls on 5th Street to match the current directionality. Due to winter temperatures and precipitation, it is anticipated that the striping will not remain, but can be repainted again in warmer months.

Hillside Avenue Update

1. As specified in the last City Council report (June 7, 2018. p.196), Council directed staff to implement a three tiered plan for Hillside Ave. The status update for those three tiers is attached (Exhibit A).
2. In summary, staff believes that we have been diligent and realistic in delivering what was agreed to, particularly with prevailing winter weather conditions. We have fallen short on some of the final wayfinding, but those should be completed by the time of the March 21 meeting.
3. Staff is continuing to compile and analyze data in order to develop a comparative baseline. Ongoing discussions with lodging parties are proceeding and we anticipate implementing Tier 2 improvements this summer. Additional efforts are needed in working with and soliciting input from multiple partners & city departments (HPCA, neighbors, Lodging, Resorts, Taxis, TNC's, Transit, Parking, PD/Enforcement, etc.).
4. Further limiting commercial traffic on Hillside Ave., outside of the tier approach will have operational and financial impacts on the lodging community and traffic impacts on others. In particular, eliminating all commercial traffic on Hillside will have a significant negative impact on Old Town circulation and will likely result in concentrated backups in Old Town areas that currently move slowly during peak times, but yet still move. Existing Council direction results from balancing of these community-wide interests, additional safety and transportation impacts on other neighborhoods/areas (squeezing the balloon), and the acute safety interests of the Hillside neighborhood. Attempting to prevent unintended outcomes is indicative of the complex nature of downtown traffic and circulation, and for that reason staff will be suggesting a comprehensive study, to prevent unintended outcomes.
5. Training & Enforcement. The Police Dept. has completed specific outreach and training with some of the larger uphill lodging properties (Montage, Stein's, Chateaux, etc.). Additionally, enforcement of double parked vehicles on Main Street has been increased.
6. Snow and resulting travel lane width. Staff believes there are pros and cons with complete clearing of snow, therefore widening the travel lane. While the traffic speeds are likely reduced from the resulting narrowing due to snow, conflicts for vehicles that don't abide by the yield sign are exacerbated, and room is reduced for pedestrian traffic.
7. Removable Speed Bumps to return after the snow melts. Staff will continue evaluating the removable speed bumps effectiveness in managing speeds on Hillside Avenue. Staff is planning to redeploy these temporary speed bumps once we are reasonably certain that snowfall is done for the season.
8. Preview of Data & Preliminary Technical Analysis:

- a. Permanent traffic counters were installed in the middle of Hillside in late November 2018.
 - b. Peak Holiday & Sundance counts approx. 2,500 Average Daily Trips (ADT). Staff has collected traffic counts on Hillside Avenue on a few occasions over the past decade. Counts collected in September and October of 2014 are representative of an off peak time frame and have an ADT of 1,156. Continuous data throughout the year will be providing staff with a better understanding of traffic fluctuation on this street throughout the peak season and off peak season in Park City.
 - c. Vehicle volumes decreased after the Peak Holiday and Sundance period reflecting an ADT slightly above the 2014 and 2015 winter activity data on Hillside.
 - d. Road designers typically use Annual Average Daily Traffic (AADT) to determine the capacity a road design must accommodate. Although peak traffic periods may exceed the daily traffic volume on atypical days for a local street, Hillside Avenue does not exceed the threshold during a normal non-peak day. If road designers used peak traffic to determine capacity, the roads would be grossly over designed during the rest of the year.
 - e. Hillside has a posted speed of 20 mph. Speeds recorded by the permanent traffic counter indicate that the 85th percentile is 23 mph (that is, 85% of vehicles are traveling at 23 mph).
 - f. The counters do not distinguish the type of vehicle.
9. Old Town Traffic Circulation Study – Draft Scope Exhibit C.

Analysis

In the short term, staff will consider improvements this summer, as mentioned above that can be done with the existing budget, and in conjunction with the HPCA. Through the FY 21 budget process, staff intends to pursue a study that will identify broad alternatives to overhaul the Main & Swede corridors for highest/effective/best use in terms of traffic and parking and congestion – balancing the aforementioned stakeholder’s interests. This will be a significant effort, and therefore we recommend coming back for a work session to frame a scope and process, increase stakeholder and public engagement, and have a priority/workload discussion at the same time, which can be done within the budget process.

Additionally, where staff believes limited progress has been made with lodging partners, there is a significant opportunity to work proactively together to minimize impacts. They have agreed to continue the discussion.

Exhibits

- A Tiered Improvements Status Update
- B Wayfinding Update
- C Draft Scope – Old Town Access and Circulation Study

Exhibit A - Hillside Tiered Improvements

Tier 1 Improvements				
	Description	Status/Schedule	Cost	Notes
	Enhanced wayfinding signs at Main/Swede, Heber/SR-224, and SR-224/Hillside Avenue. (estimate \$8700)	Incomplete (please see notes)	\$12,000	Staff recently removed the blue wayfinding sign at bottom of Hillside directing parking, city hall and resorts to the left.
	Constructing a bulb out at the southwest corner of Main Street and Swede Alley intersection. Additional conversations are necessary with adjacent property owners and traffic engineers to refine the design. (estimate \$ 40 - \$50,000 depending on materials)	Bulb Out - Substantial complete; associated way finding and light post is not.	\$50,000	Bulb-out was constructed as part of DownTown projects. Bulb-out construction required a "field fit" reduction of 1' to accommodate truck and emergency vehicle access. Hillside residents assumed a much prominent feature based on Horrock's concept/schematic drawings however those drawings were not engineered nor intended to be. They were intended to show an overall comprehensive plan and were incorporated by reference from engineered plans. Light Pole parts were on back order and now here and may be installed depending on the weather and conditions (conduits may be frozen underground). After installation, staff will mock up sign options and seek input from other departments (notably Streets, Parks, Parking and Transportation), HPCA, and local businesses.
	Installation of southbound stop sign and high visibility crosswalks at the intersection of Main Street and Swede Alley.(estimate \$6,000)	Complete	\$6,000	Stop sign installation is complete. Painted crosswalks and ADA ramps complete..
	Clearing brush and additional wayfinding sign at the entrance of Heber/SR-224 for enhanced visibility and directing traffic to Main Street. (estimate \$3,500)	Incomplete. Schedule for completion is summer 2019	\$3,500	Must be complete concurrent with UDOT approved SR 224 wayfinding signage.
	Striping a fog line to narrow Hillside Avenue which is intended to "calm" traffic and provide pedestrian refuge. (estimate \$1,200)	Complete	\$1,200	
	Installation of a removable speed bump at Hillside Avenue and Prospect Ave. will discourage through traffic and slow automobiles. (estimate \$1,150)	Complete	\$1,150	Once complete, residents feedback was this was effective and behavior reverted back immediately upon seasonal removal. This was not preferred alternative by Streets therefore removed for winter. Staff recommends re-install for summer 2019.
	Updating automobile traffic apps for navigation to Main Street. Park City staff will contact Google Maps, Apple Maps, WAZE and Bing Maps to change navigational routes to Main Street. (estimate \$1,500)	Substantial complete	\$1,500	Staff utilized a former UDOT contact that now works for WAZE and app was modified in the follow manner (verbatim) : "After getting with our Utah State Manager, Blaine, he was able to deprioritize Hillside Ave for routing when coming from Main St. Most of his tests indicate that Waze will route via Swede Alley, but there are certainly cases where Hillside may be the fastest route out of the downtown area. We've made a comment and restricted editing to a higher permission level to keep it from changing back. Let us know the next time you have an issue and we'll do our best to have Waze do it's part to making travel in Park City better."
	Shuttle Company Business Meeting with Park City, Horrock's Engineers, shuttle companies, local businesses, and Hillside Residents to discuss traffic flow, coordinate solutions, and discuss post project conditions. (estimate \$2,500)	Complete	\$1,500	Staff has meet routinely with Hillside residents and shuttle companies as well as the greater Park City Area Lodging Association directly on August 1. A voluntary compliance letter was sent to the PCALA and directly to additional properties related to Hillside access and driver behavior . At the completion of winter, follow up discussions should occur. A harder approach should be considered.
	Installation of entering a residential neighborhood sign (estimate \$1,500)	Substantial complete	\$1,500	New speed limit signs were installed to allow for driver awareness and enforcement which has occurred. Yield signs were relocated to improve visibility and influence driver behavior. "Entering Residential Area" signs are on orderand will be installed this week. The blue sign at the bottom of Hillside will be removed this week.
Total			\$78,350	
Tier 2 Improvements				
	Description	Status/Schedule	Cost	Notes
	Installation of permanent traffic counters	complete	\$5,000	this was complete in advance as part of Tier 1.
	Police Enforcement & Engagment	Complete and ongoing	\$5,000	PD traffic unit has conducted some specific traffic enforcement operation in the area of Hillside and upper Main Street. Training and community outreach for hotel shuttle drivers and taxis also conducted. Speed enforcement on the street is logistically difficult particularly in the winter. The traffic unit is planning a focused operation of the area with motorcycles as soon as it is safe to ride them.
	Raised crosswalk and/or swale on Hillside in lieu of temporary speed bump	Incomplete	\$11,000	No internal consensus or funding sources identified at this time.
	Raised Concrete Trolley Pad at Bottom of Hillside Ave	Requires preliminary and final design including hydraulic modeling. Need input from P. Works.	\$80,000	Requires preliminary and final design including hydraulic modeling. Staff is also considering "pop-up intersection" to test potential roundabout or other innovative intersection improvements at location. They work well as test cases and Alexis worked on these in SLC. Empire/Silver King another good candidate. https://www.slc.gov/transportation/2018/05/22/popup/
Total			\$101,000	
Tier 3 Improvements				
	Description	Status/Schedule	Cost	Notes
	TBD			

Exhibit B

Hillside Ave

Residential Sign Installation Locations



The pictured sign will be installed in three key locations near Hillside Ave in Old Town. These signs will be strategically placed to inform drivers of the residential nature of the area and help deter commercial traffic.



The existing wayfinding sign, directing people to various Park City destinations at Hillside and Park Ave has been removed.



Exhibit C – Draft scope to study existing circulation and access in Old Town

DRAFT PROJECT CHARTER

Old Town Circulation Plan

Last Revised: January 31, 2019

Expected Start Date: Q1 2019

Expected Completion Date: Q4 2019 – Q1 2020?

CHARTER PURPOSE

The purpose of this document is to outline essential elements of project expectations including scope, cost, schedule, deliverables, project partners, and communication processes. This Charter should be a fluid document intended to be updated at key milestones in the project.

PROJECT BACKGROUND

Park City Transportation Planning in coordination with other internal departments, including but not limited to, Sustainability, Engineering, Planning, Transit, and Public Works has identified the need for a full-scale, comprehensive planning effort to improve existing circulation and access in the Old Town area of Park City. These departments will form a Technical Advisory Committee (TAC) that will help guide the process. This need is multi-faceted and driven by many factors including pedestrian access and safety, congestion mitigation, economic vitality, public safety, quality of life for residents, and visitor experience on a day to day basis and during large events such as Sundance, improved active transportation connections, and curbside management.

FUNDING SOURCE

The total funding required for the Old Town Circulation Plan is estimated at: \$200,000. The funding allocation is as follows:

CIP request in the amount of: \$200,000 for FY 18/19

Funding for first phase of projects: (?)

No federal funding will be used

PURPOSE & NEED

The purpose of the project is to:

Create an existing conditions and alternatives report of Old Town

Improve access for pedestrians and bicyclists, and create opportunities for better transit connections

Improve traffic circulation

Mitigate resident impacts during peak times

Enhance resident and visitor experience

The need of the project is to:

Address gaps in pedestrian and active transportation infrastructure

Enhance curbside management practices

Improve transit connections

Mitigate traffic congestion and improve flow particularly during peak times/events

Create a comprehensive vision addressing improvements to Old Town

SUCCESS CRITERIA

The criteria for project success are the achievement of the following project milestones (these should be measurable and time-bound):

RFQ selections completed by:

Contracts with consultants completed by:

Existing Conditions and alternatives report completed by:

Public Comment period

Draft plan completed by:

Public Comment period:

Final plan completed by:
Adopted by City Council by:

PROJECT DESCRIPTION

This project location is in the Old Town portion of Park City, Utah. The plan will develop a vision for downtown circulation; curb space strategies, streetscape treatments and materials, and street cross sections for the study area.

The intent is to post this scope as an RFQ and model it for awarding tasks to various consultants; including the option for levels of design and engineering in the same planning RFQ. By carefully separating tasks, consultants will be able to bid on which ever ones they feel qualified for. The RFQ can be robust, high-level, and offer many elements to bid on.

The project scope elements include:

- Existing Conditions
- Existing transit network
- Inventory of on and off street parking, paid and unpaid parking, and permit parking for on and off street
- Existing traffic conditions by patterns and user group (TNC, shuttle, visitor, resident) with supporting traffic counts
- Evaluation of existing freight and delivery movements during peak times
- Evaluation of emergency access
- Existing pedestrian and bike facilities and amenities
- Walk time/walk shed analysis
- Evaluation of snow removal and snow storage
- Evaluation of current wayfinding for vehicular and pedestrian level signage
- Posted local speed limits vs. 85th percentile
- Documentation of available accident data
- At-grade utility inventory
- Existing public space and public art in Old Town
- Historic property inventory (database existing)
- Review of Peer Resort/Tourist Cities
- Identify best practices for multi-modal downtown circulation
- Robust Old Town Stakeholder Engagement
- Pedestrian and Active Transportation Access
- Reconstruction plans for stairs leading to and from the Old Town Transit Center
- Identification of needed pedestrian crossings, or enhancements of existing ones
- Right-of-Way Management
- Specific access plan for China Bridge and Old Town Transit Center as gateway points for visitors arriving by car or bus
- Recommendation and evaluation of flex curbside space protocols (could vary by season, special event or time of day.) This could include:
 - Passenger drop off/pick up
 - Loading zones for take-out/other short merchant trips
 - Freight loading
 - Improved Emergency access
 - Shuttle and Rideshare staging and pick up zones
 - Overnight parking, etc.
 - Other TDM incentives or supported policies such as valet
- Circulation
 - Short and long range transit service plan for Old Town residents and key activity centers
 - Strategies to minimize residential impacts related cut through traffic
 - Redesign of the Trolley turn-around
 - Address automobile access to Old Town during Sundance
 - Fatal flaws analysis needed to determine restriction of vehicles during events
- Capital Projects
 - Identify key projects to facilitate circulation and pedestrian safety and access
 - Identify key public art projects

Programming Elements

Identify key programs that will facilitate travel behavior change, elevate the existing public art program, and (?)

Smart City Opportunities

Identify opportunities to create efficiencies, improve sustainability, and enhance digital connectedness

Land Use and Development Considerations

Identify low Impact Development (LID) opportunities

Implementation Plans

Propose a short term and long term implementation plan which may include development of policies, programs, concept plans and 30%, 60%, and 100% for the following improvements:

A monitored and enforced freight/delivery program (time of day and location restrictions)

Provide locations and design for on-street bicycle facilities where appropriate and feasible, particularly in a way that connects nodes of interest/activity centers, parks, open spaces, pathways, and trail networks

Recommendation for bicycle parking amenities and/ development of programs

Plan and design enhanced pedestrian crossings and pedestrian zones

Consider current Park City Municipal summer season parklet and outdoor dining policy and look for opportunities to expand on this with transportation

Re-design of existing roadway circulation and street direction to provide better access and circulation throughout Old Town

Include planning level cost estimates for concept plans and engineering estimate for short projects.

PROJECT LIMITS

This project focuses on Old Town Park City and includes: Hillside Ave to the intersection of Park Ave/SR-224 and Empire Ave to Deer Valley Drive and include Heber Ave., Bonanza Drive/Deer Valley intersection, Old Town Transit Center/China Bridge Access. The project will also look at Old Town access from Aerie Drive and pay special attention on creating a vision for Swede Alley and lower Park Ave.

PROJECT ASSUMPTIONS

The key assumptions identified are listed below. Additional assumptions may be added as the project progresses:

Right-of-way acquisition will be required

Funding is expected to be available according to the amounts and schedule outlined in this charter

Controversy over constrained ROW, historic character, and other aspects can be mitigated through robust community outreach

Park City Transportation Planning will lead project efforts with necessary support and guidance from other City Staff

PROJECT CONSTRAINTS

Project scope elements are constrained by availability of funds.

DELIVERABLE MANAGEMENT

Steering committee meetings will:

Develop effective strategies to deliver the project within scope, cost, and schedule

Held monthly or as needed to review and monitor progress

Issue and develop strategies, mitigate any conflicts with recommendations to elected officials, stakeholders, and the public

PROJECT TEAM/ROLE/COMMUNICATION

FUNCTION	PCMC	CONSULTANT A	CONSULTANT B	CONSULTANT C	ETC.
Executive Management	City Council, Mayor, City Manager				
Project Manager					
Planning					
Traffic Engineering					
Land Use					

Right of Way					
Public Art					

Anything else for this table?

SUPPORTING RESOURCES

Guidance and strategy development can build off existing resources, including but not limited to:

- Old Town Improvement Study
- Transportation Demand Management Report
- Park City Forward, LRTP (in progress)
- Downtown Action Plan
- National guidelines
- Peer City circulation plans
- Swede Alley Vision, from Nelson Nygaard

DECISION PROCESS

The following table identifies the process by which unresolved issues may be elevated to a higher decision authority should the need for conflict resolution arise.

Council Agenda Item Report

Meeting Date: March 21, 2019

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Minutes

Agenda Section:

Subject:

Consideration to Approve the City Council Meeting Minutes from February 28, 2019

Suggested Action:

Attachments:

[February 28, 2019 Minutes](#)



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

February 28, 2019

The Council of Park City, Summit County, Utah, met in open meeting on February 28, 2019, at 2:00 p.m. in the City Council Chambers.

Council Member Ware Peek moved to close the meeting to discuss property and personnel at 2:00 p.m. Council Member Joyce seconded the motion.

RESULT: APPROVED

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

CLOSED SESSION *

*Council Member Ware Peek was recused from the last property item on the Closed Agenda.

Council Member Henney moved to adjourn from Closed Meeting at 4:20 p.m. Council Member Gerber seconded the motion.

RESULT: APPROVED

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

WORK SESSION

Council Questions and Comments:

The Council members gave updates on the events and activities they participated in since the last meeting.

Discuss Special Service Contracts:

Jed Briggs and Nate Rockwood, Budget Department, presented this item. Briggs reviewed the two-year process of appropriating funds to nonprofits, and noted last year it was decided to only fund the eligible nonprofits for one year and then reevaluate the process. He explained three options for service contracts in the future: having an innovation challenge where the winner would receive a larger funding distribution for the identified project that would address one of the City's critical priorities; having a regular

1 service contract; and/or having the applicants focus on social equity to be eligible for
2 funding.

3
4 Council Member Henney stated the nonprofits lacked clarity with regard to services
5 needed by the City. He hoped this would help the applicants clarify their proposals for
6 the service contracts.

7
8 Council Member Ware Peek liked the direction that was proposed. She asked if some
9 nonprofits could build the grants into the budget if they were performing a service that
10 the City would have to take over if they were not in operation. Mayor Beerman stated
11 those types of contracts would be ranked and would go through the budget process
12 each year.

13
14 Council Member Gerber liked the proposed set up as well and appreciated the ability of
15 having other entities work on social equity. She was concerned with the \$200,000 that
16 was set aside for the innovation grant, and felt that was a lot. She favored allocating
17 more money to the regular service contracts.

18
19 Council Member Worel liked the proposal as well, and especially favored allocating
20 funding for more than one year. She felt the nonprofits that provided essential services
21 shouldn't have to apply every year, and suggested they could apply every five years.
22 She asked if the innovation grants would only go to existing nonprofits, or if individuals
23 could apply for those. Mayor Beerman stated the grants were intended for significant
24 projects for emerging or existing nonprofits. Council Member Worel asked if the
25 innovation grants would be awarded after the social equity strategic plan was finished.
26 Council Member Henney stated it would be logical to work with the Community
27 Foundation on the alignment of the grants with social equity. It was indicated the grant
28 could be awarded but deferred until the strategic plan was in place.

29
30 Council Member Joyce did not want to give donations to nonprofits just because Council
31 thought they did a good job in the community. He favored giving them money to get
32 them going, but indicated they should be planning for their continued funding without the
33 help of the City.

34
35 Mayor Beerman stated the service contracts were funded through the General Fund.
36 Council Member Gerber asked if additional money could be added to the one percent of
37 the budget that was designated for the service contracts. Funding options were
38 discussed.

39
40 Mayor Beerman opened the meeting for public input.

41
42 Carolyn Wawra, Recycle Utah, suggested giving a specified amount to the nonprofits
43 and then reducing funding in future years.

1 Ollie Wilder, Park City Community Foundation, stated he was pleased to be a partner
2 with the City in the application process for the innovation grants, and noted they had an
3 application and approval process already set up for this. He also noted that \$150,000-
4 \$200,000 was not enough to put towards social equity, and encouraged the City to look
5 for additional funds. Briggs asked if the Community Foundation was looking at many
6 different areas for funding, to which Wilder responded in the affirmative, but noted the
7 City was a key partner at the table.

8
9 Council Member Henney asked to clarify grant versus contract. Rockwood stated they
10 would all be contracts. Harrington stated the program was designed to meet different
11 statutory requirements. He recommended the Council stay within the one percent, but
12 there were different ways to legally increase the funding if Council gave that direction.

13
14 Katy Wang, Park City Film, stated they provided a service but it might not be essential.
15 She felt more clarity would alleviate some concern. Council Member Ware Peek noted
16 the proposed system would define what organizations did to help social equity, and
17 gave examples of what Park City Film did to promote social equity.

18
19 Council Member Joyce stated that Council received a one sentence summary of each
20 applicant when they evaluated the service contracts. He requested to see a more
21 detailed summary of what the organizations were all about. Rockwood indicated the
22 organization should write their own summaries for Council going forward.

23
24 Scott Loomis, Mountainlands Community Housing, suggested distributing an outline of
25 what the City was looking for to applicants would add to the clarity.

26
27 Ed Rutan, CONNECT Summit County, asked if the innovation grant had to be a new
28 program or could money go to an existing program. He clarified social equity would be
29 where the priority would be given.

30
31 Mayor Beerman closed the public input portion of the meeting.

32
33 Council Member Joyce asked how the City was going to add clarity. Mayor Beerman
34 stated this was a concept and if Council liked it, they could request that Briggs work out
35 the details. Discussion ensued on the allocation of the innovation grant.

36
37 Council Member Worel stated there needed to be sustainability in keeping any new
38 programs going after funding diminished. Council Member Gerber requested regular
39 check-ins for those receiving awards.

40
41 **REGULAR MEETING**

42
43 **I) ROLL CALL**

Attendee Name	Status
Mayor Andy Beerman Council Member Becca Gerber Council Member Tim Henney Council Member Steve Joyce Council Member Lynn Ware Peek Council Member Nann Worel Diane Foster, City Manager Matt Dias, Assistant City Manager Mark Harrington, City Attorney Michelle Kellogg, City Recorder	Present
None	Excused

II) APPOINTMENTS

1. Consideration of Approval of the Appointment of Margaret Plane as Special Counsel within the City Attorney's Office Pursuant to Municipal Code § 2-4-10:

Harrington requested Margaret Plane serve as Special Counsel to the Council in the City Attorney's office. He indicated she was Salt Lake City's current city attorney and was a Park City resident.

Plane expressed her excitement to be part of Park City. She reviewed her experience as an attorney for Salt Lake City as well as other organizations. She also talked about her experience with social equity issues, and serving on boards and commissions that addressed different issues nationally and locally.

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

Council Member Worel moved to approve the appointment of Margaret Plane as Special Counsel within the City Attorney's Office pursuant to Municipal Code § 2-4-10. Council Member Gerber seconded the motion.

RESULT: APPROVED

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

III) COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Staff Communications Reports

1. Summer Day Camp Registration:

Council Member Joyce asked to discuss this further. Ken Fisher, Recreation Manager, stated camp registration started April 1st so this could be brought back to the meeting on March 14th. Council Member Gerber asked about 40% of unique registrations living in the Park City limits, to which Fisher explained the numbers from the survey.

Council Member Worel was concerned that the camp filled up within the first hour. Heather Todd stated there was a pre-registration period prior to April 1st for families that had previously participated in the summer camps. Council Member Worel requested that notification be given to families within PC Tots so they would have the opportunity to sign up. Todd noted that last year 15 spots were reserved for those participating in the Solomon Fund and 13 of those spots were taken. They did the same outreach this year.

Council Member Joyce asked for priority to be given to those who lived or worked in the City limits. It was decided to discuss this further on March 14th.

2. Special Events Update 2019:

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

Mayor Beerman opened the meeting for public input. No comments were given. Mayor Beerman closed the public input portion of the meeting.

V) CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from February 7 and 8, 2019:

Council Member Worel referred to the February 8 minutes, Page Two, Line 3, and stated she thought all big housing developments would take away from the small town community value, and not just rental housing developments.

Council Member Henney noted on the February 7 minutes, Page Two, Line 36, that he preferred the record show that Park City's goal was to be a vehicle optional town.

Mayor Beerman indicated the February 7 minutes, Page Two, Line 23 should reflect that he asked how the City would prevent Rocky Mountain Power from double dipping on renewable energy credits. Also on Page Five, Line One, it should read report card style, and a metric asking. On Line 24 of the same page he asked if Council wanted to fund walkability projects and address access points needed to connect the trails to town.

Council Member Ware Peek indicated on the February 8 minutes, Page One, Line 22, she stated she would consider housing outside City limits.

Council Member Gerber moved to approve the City Council Meeting minutes from February 7 and 8, 2019 as amended. Council Member Worel seconded the motion.

RESULT: APPROVED

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

VI) CONSENT AGENDA

1. Request to Adopt Resolution 04-2019 a Resolution Authorizing Certain Individuals in the Organization to Make Changes to the Utah Public Treasurers' Investment Fund (PTIF) Accounts:

2. Request to Authorize the City Manager to Sign a Professional Services Agreement (PSA), in a Form Approved by the City Attorney, with AJM & Associates with a Total Amount Not to Exceed \$41,750, to Provide On-Board Transit Surveys of the Park City Transit System:

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

RESULT: APPROVED

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

VII) OLD BUSINESS

1. Library Board Annual Report:

Adriane Juarez, Library Director, and Jane Osterhaus, Jess Griffiths, and Ann Whitworth from the Library Board were present for this item. Juarez noted the annual report was required by the State in order to be a certified library. She reviewed the statistics for the programs, inquiries, meeting rooms utilized, patrons, etc. for FY 2018. She indicated the library was very accessible to the public, being next to transit stops and e-bikes. She reviewed all the collections and programs in the library and indicated the board decided to not charge late fees. There was also a pilot program for courtesy checkouts for people that couldn't verify their residences.

Council Member Henney stated the report proved that libraries were still hubs in communities. He asked what made this library different from the national trend of lower library attendance. Juarez stated it was because of the amazing community.

Council Member Gerber commended the library for the Spanish programs. She asked why there was a drop in meeting room utilization. Juarez thought that the drop was due to not having a coffee shop in the building. Now that Lucky Ones was open, she hoped the number of meeting room reservations would increase.

Council Member Ware Peek asked about Spanish speaking staff. Juarez stated the Spanish speaking librarian was doing the bilingual story time and Spanish outreach. It was indicated the Spring brochure was published in Spanish as well as English.

Council Member Worel appreciated the diligence of the board and congratulated them on the pilot program. Council Member Joyce stated he checked out online books, but he went to the library for club meetings and other social events. He thought it was busy, utilized, and fabulous. Mayor Beerman commended Juarez and the board for making a 21st century library.

2. Consideration to Authorize the City Manager to Execute the Professional Services Agreement, in a Form Approved by the City Attorney, with AECOM Technical Services, Inc. in an Amount Not to Exceed \$418,945 to Provide Engineering and site Design for Park and Ride Improvements:

Julia Collins and Alfred Knotts, Transportation Planning Department, presented this item. Collins explained the current park and rides had experienced much success as commuters looked for alternate modes of transportation. They wanted to study two potential sites for an additional park and ride. Knotts noted the site was located in Summit County, outside the City limits, and they were working with County staff on this project. Some flaws with the potential sites included the soils, wetlands, it was private property, etc.

Council Member Joyce asked who owned Richardson Flat. Knotts stated the United Park City Mines owned the property and the City had a lease. Council Member Joyce asked if more people would be pulled off Highway 40 than SR 248. Knotts thought the park and ride would serve both markets.

Council Member Gerber asked if a transit shuttle would be used. Knotts stated there would be a regular transit route to that site. It was indicated it would be a public lot since public money would be used to construct it. Council Member Joyce asked if a bus route from Heber to Park City would be initiated in addition to the park and ride. Knotts stated the lot would complement the service.

Council Member Ware Peek asked if there could be a park and ride within the City limits off of Highway 40, to which Knotts stated was not possible. Council Member Ware Peek asked how many parking spaces were planned for the proposed park and ride. Knotts indicated there could be up to 350 spaces.

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

Council Member Gerber moved to authorize the City Manager to sign a Professional Services Agreement in a form approved by the City Attorney, with AJM & Associates with a total amount not to exceed \$41,750, to provide on-board transit surveys of the Park City Transit System. Council Member Ware Peek seconded the motion.

RESULT: APPROVED

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

VIII) NEW BUSINESS

1. Consideration to Adopt Resolution 05-2019, a Resolution by the Park City Council to Endorse the Energy Innovation and Carbon Dividend Act:

Luke Cartin and Celia Peterson, Environmental Sustainability Department, and Lauren Barrus, Citizen's Climate Lobby volunteer, were present for this item. Peterson reviewed statistics on fossil fuel emissions and stated the act would reduce poor air quality and was a financial incentive for people to move away from using this fuel. Barrus reviewed the history behind the bill.

Council Member Joyce supported a carbon tax but was unsure about the Carbon Dividend Act. Mayor Beerman noted Jim Barker, the Washington, D.C., lobbyist for Park City, was consulted on this. Matt Dias indicated Barker was complimentary of the act and stated it was in line with what Park City was trying to achieve, and felt it was a symbolic act. Council Member Joyce asked what Rocky Mountain Power would think of this act. Cartin stated they had a model that included a carbon tax.

Council Member Worel stated if this act passed, the income generated to families should not count as they sought to qualify for affordable housing. Council Member Ware Peek asked which entities had passed carbon taxes. Barrus indicated Summit County passed legislation twice, and both Salt Lake County and Salt Lake City were looking at this act. The ski resorts passed a carbon tax initiative as well. Council Member Henney stated he supported this act.

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

Council Member Ware Peek moved to adopt Resolution 05-2019, a resolution by the Park City Council to endorse the Energy Innovation and Carbon Dividend Act. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Gerber, Henney, Ware Peek, and Worel

NAY: Council Member Joyce

2. Consideration to Approve Ordinance 2019-11, an Ordinance Approving the Residences at the Tower Condominiums Plat Located at 8680 Empire Club Drive, Park City, Utah:

Kirsten Whetstone, Senior Planner, stated this was a request for 14 units, with one ADA unit and one deed restricted unit. The project would also include a police station. She noted a memorandum was included in the packet that referred to reports about the Flagstaff area.

Council Member Joyce asked if the MOA was related to the plat approval. Erickson stated there was a condition of approval that the MOA had to be signed and a condition for the City to update the technical reports. Council Member Joyce asked where the money was coming from. Erickson stated the mine sites would go back to the Planning Commission and they would make a recommendation to the City Council with regard to the MOA. Council Member Joyce was concerned about the source of funds. Harrington stated Council was required to authorize the allocation of the funds so this would return for Council discussion. Right now money was in escrow while the agreement was being tweaked. It was noted if the agreement was not approved in the future, the next plat would not be able to be approved. Erickson briefly reviewed the long term plan.

Council Member Gerber asked for a future discussion on keeping affordable housing closer to town. Whetstone stated the deed restricted unit would most likely be used as a manager's unit.

Council Member Worel read Condition of Approval 21 and noted the plat note verbiage and asked where the store area was located. There was discussion on why the store was open to the general public since the club was private.

Mayor Beerman opened the public hearing.

Sandra Morrison, Park City Historical Society and Museum, had concerns with the ordinance. Condition of Approval Four which addressed the historic preservation plan, and the Memorandum of Agreement (MOA), Article Five. She indicated if the plat was approved, it would be assumed the developer would address the maintenance and comply with the historic preservation plan. She asked if the MOA would be recorded with the ordinance. She read a prepared statement asking the developer to restore the mining area. She asked that Council not approve the plat until the MOA was reviewed and improved.

1 Sally Elliott agreed with Morrison and stated efforts with the owners to improve the area
2 had been ongoing for the last 20 years. She requested that the MOA be amended.

3
4 Mayor Beerman closed the public hearing.

5
6 Bruce Erickson stated Daly West was exempted from preservation because it was an
7 active mining site. The site was owned by the Jordanelle Special Service District
8 (JSSD). He felt a prioritization process should be affected to determine where the
9 funding should go. He reviewed the preservation efforts thus far. Harrington explained
10 the history of this development. Erickson indicated the Planning Commission approved
11 the plat knowing that the agreement would be coming back.

12
13 Council Member Joyce asked if money could be brought in sooner so restoration efforts
14 could begin. Erickson explained the timeline for the different mine sites. Harrington
15 indicated the agreement allowed for the developers to front end the funding.

16
17 Council Member Worel reviewed that the master agreement could be changed in the
18 future since it would be studied over the next six months, yet the developer could start
19 building if this plat was approved tonight. Erickson stated the agreement would come
20 back in the next two months for approval, but the technical report would take up to six
21 months to work on. Whetstone stated the condition on this plat was really a condition on
22 a future plat. Council Member Joyce stated there were other components that the City
23 controlled that would hold up the project if compliance was not seen.

24
25 Council Member Gerber asked when enforcement would be addressed. Erickson stated
26 there was a Reddis plat in the pipeline that would not be signed until the agreement was
27 in place.

28
29 Council Member Henney was concerned that the residents had a different perspective
30 of what was being done with the property. He understood that the Legal Department,
31 Historic Preservation and the Planning Department worked on that and did as much as
32 possible since the original owners were gone. Council needed to determine if enough
33 had been done.

34
35 Mayor Beerman requested that Planning work on the list from Morrison and bring it back
36 to Council.

37
38 Council Member Henney moved to approve Ordinance 2019-11, an ordinance
39 approving the Residences at the Tower Condominiums Plat located at 8680 Empire
40 Club Drive, Park City, Utah. Council Member Joyce seconded the motion.

RESULT: APPROVED

AYES: Council Members Gerber, Henney, and Joyce

NAYS: Council Members Ware Peek and Worel

3. Consideration to Approve the City Council Liaison Assignments for 2019:

Matt Dias, Assistant City Manager, reviewed that Council had previously discussed their liaison assignments and he requested the current list be approved. It was noted Rocky Mountain Power was listed twice on the spreadsheet. Council Member Worel requested eliminating the Arts and Culture committee since it was now included in the Arts Council. It was agreed to change the name to Arts and Culture District.

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

Council Member Gerber moved to approve the City Council liaison assignments for 2019. Council Member Henney seconded the motion.

RESULT: APPROVED

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

4. 2019 Legislative Update:

Matt Dias, Assistant City Manager, stated there were two weeks left in the Legislative Session. He reviewed the ban of plastic bag bans bill and indicated the vote would take place tomorrow. He also stated the renewable energy bill was unveiled. Luke Cartin stated there were tough negotiations that got it to this point.

Dias stated the sales tax bill was brought out yesterday and it could have serious negative effects to Park City. The lobbyist was working hard to understand the 300+ page bill. Foster stated this would hit all cities really hard. Council Member Joyce stated the bill was promoted as a hold harmless bill. Dias indicated it was hard to predict the revenue from taxing services. Mayor Beerman felt the bill would evolve in the next few days. Council Member Joyce stated the City should go into the budget cycle taking the sales tax bill into consideration.

IX) ADJOURNMENT

With no further business the meeting was adjourned.

Michelle Kellogg, City Recorder

Council Agenda Item Report

Meeting Date: March 21, 2019

Submitted by: Holly Lopez

Submitting Department: Public Utilities

Item Type: Staff Report

Agenda Section:

Subject:

Request to Authorize the City Manager to Execute a Mine Maintenance Agreement, in a Form Approved by the City Attorney, with Jordanelle Special Services District (JSSD) for a Term of One Year with Automatic Annual Renewals Thereafter Until Terminated by Either Party

Suggested Action:

Attachments:

[Mine Maintenance Staff Report](#)

[Attachment A: Mine Maintenance Agreement - 2019](#)



City Council Staff Report

Subject: JSSD Mine Maintenance Agreement
Author: Clint McAfee
Department: Public Utilities
Date: March 21, 2019
Type of Item: Administrative

Recommendation

Staff recommends Council authorize the City Manager to execute a Mine Maintenance Agreement, in a form approved by the City Attorney, with Jordanelle Special Services District (JSSD) for a term of one year with automatic annual renewals thereafter until terminated by either party.

On average, Park City receives approximately 38% of its water supply from the Judge and Spiro Tunnels. Untreated tunnel water is used for snowmaking, golf course irrigation, and creek flows. Treated tunnel water is used for drinking water. Maintaining these water sources is part of the City's sustainable water resources goal. Under the proposed agreement, JSSD will provide necessary resources to access, repair, and maintain open tunnels and maximize water yield from these sources.

Background

Since 2003, JSSD has provided mine maintenance services to Park City for the Judge and Spiro Tunnels. Over time, the agreement has been amended and updated to reflect current costs, maintenance levels, and safety requirements. This relationship has proven to be cost effective as Park City does not have the internal expertise or staffing levels to perform this work. JSSD maintains several other tunnels and with the addition of Park City's tunnels they are able to keep their mining staff busy full time.

Work performed by the miners include maintaining the tracks, replacing old timber structural elements with new steel, removing minor and major debris from sloughing and cave ins, and other similar work.

Based on a recent tunnel condition assessment, several areas of the Spiro Tunnel need work that exceeds JSSD's capabilities. In addition, staff does not currently have the expertise or the capacity to manage the maintenance program for the tunnels. As a result, staff is currently advertising for a mining contractor and engineering services to supplement JSSD and Park City's contribution to the mine maintenance program.

The current annual budget for tunnel maintenance is approximately \$250,000 per year with \$2,500,000 budgeted for FY 2020 to address areas that need reconstruction. The amount needed for reconstruction is an estimate and may need to be modified as we get input from a contractor that can perform this work.

Funding

Funding for this contract is from water user rates and is a part of the adopted CIP budget.

Attachments

Attachment A: Mine Maintenance Agreement

MINE MAINTENANCE AGREEMENT

This Amended and Restated Mine Maintenance Agreement (“**Agreement**”) is dated as of January 1, 2019, and is between the Jordanelle Special Service District, a Utah special service district (“**JSSD**”), and Park City Municipal Corporation, a Utah municipal corporation (“**City**”).

RECITALS

- A. The Spiro Tunnel and the Judge Tunnel are old mine tunnels with portals located within the City boundaries (the “**Tunnels**”).
- B. The City receives water from the Tunnels, and ongoing maintenance is required to keep the Tunnels open and to allow water to flow unrestricted from the Tunnels.
- C. JSSD owns and maintains the Ontario Drain Tunnel, for the purpose of keeping it open to allow unrestricted flow of water.
- D. JSSD has the equipment and manpower resources necessary to perform maintenance operations on the Ontario Drain Tunnel.
- E. In the past, JSSD has performed maintenance services on the Tunnels on behalf of the City, pursuant to that certain Park City Municipal Corporation Service Provider/Professional Services Agreement dated February 12, 2013 (the “**2013 Agreement**”).
- F. In this Agreement the parties desire to define the terms and conditions under which JSSD will continue to perform maintenance services on the Spiro and Judge Tunnels.

AGREEMENT

The parties hereby agree as follows:

1. **Services.** (a) JSSD shall provide mine maintenance services on the Tunnels (the “**Services**”) for and on behalf of the City. The Services are more particularly described in the Scope of Work attached as Exhibit A.

(b) JSSD shall provide equipment, tools, personnel, and facilities as necessary for performing the Services.

(c) JSSD shall perform the Services in a workman-like manner, consistent with that level of care that JSSD exercises in the operation and maintenance of its own facilities.
2. **Compensation.** (a) As compensation for performance of the Services, the City shall pay JSSD for the following: (i) time spent by JSSD personnel in performing the Services, multiplied by that employee’s hourly pay rate, and multiplied by 1.6 to account for benefits and overhead, (ii) time that JSSD equipment is used in performing the Services, multiplied by an equipment usage rate, (iii) the actual cost of materials and supplies used in the

performance of the Services, such as timber, steel, and track, and (iv) any other actual costs incurred by JSSD in performing the Services.

(b) Within 30 days of executing this Agreement, the City shall pay JSSD \$30,000 as a pre-payment for the Services. JSSD shall bill against that amount until approximately \$10,000 remains unspent. At that point, JSSD shall bill City for sufficient funds to bring the balance back to \$30,000.

(c) The City shall pay invoices within 15 days of receipt from JSSD. Past due balances will accrue interest at the rate of 12% per annum. Late payments will be credited first to interest, and then to the unpaid principal balance. JSSD may cease to provide Services under this Agreement if the City's payment is 45 days or more past due.

(d) JSSD shall maintain documentation of all amounts invoiced to the City under this Agreement, including a time sheet showing hours worked, and evidence of direct expenses invoiced to the City. Upon the request of the City, JSSD shall make such documentation available to the City for inspection.

- 3. Term and Termination.** (a) The initial term of this Agreement commences as of January 1, 2019, and extends until December 31, 2019. Thereafter, the term will automatically renew for additional one year terms, unless either party notifies the other party, at least 60 days prior to the expiration of the then-current term, of that party's intent not to renew the term.

(b) If either party materially defaults in its obligations under this Agreement, and such default is not cured within 30 days of written notice of default from the non-defaulting party, the non-defaulting party may terminate this Agreement.

- 4. Safety.** The City and JSSD acknowledge that the safety of personnel working in the Tunnels is of the utmost importance. Accordingly, JSSD personnel may suspend or terminate the performance of Services at any time if any of them determine, in their sole discretion, that either Tunnel is not a safe working environment. JSSD personnel will not be expected or required to enter the Tunnels or perform Services in violation of JSSD's Safety Manual, which is incorporated herein by reference (Appendix D to the Safety Manual, the Mine Safety Policies and Procedures, is attached hereto as Exhibit B for ease of reference). Without limiting the generality of the foregoing, JSSD personnel will not be expected or required to enter a Tunnel with less than the minimum crew size called for by the Safety Manual, and will not be expected or required to remain in a Tunnel when oxygen content is outside the acceptable range of 19.5% to 23%. If JSSD determines that a Tunnel requires capital improvements beyond the normal scope of maintenance Services provided for in this Agreement, JSSD may inform the City of that determination. If the City elects not to perform, or cause to be performed, those capital improvements, JSSD may immediately terminate this Agreement.

- 5. Independent Contractor.** JSSD is performing the Services as an independent contractor, and as such has no authorization, express or implied, to bind the City to any agreements, settlements, liability or understanding whatsoever, and shall not perform any acts as agent for the City, except as expressly authorized pursuant to this Agreement. Compensation stated in

this Agreement is the total amount payable to JSSD by the City. JSSD is responsible for the payment of its own workers' compensation, employee benefits, and other overhead costs and expenses

6. Insurance. (a) JSSD shall obtain and maintain for the duration of this Agreement the following policies of insurance:

1. Commercial general liability insurance on an occurrence basis arising out of claims for bodily injury (including death) and property damage, with limits no less than two million dollars (\$2,000,000) combined single limit per occurrence and four million dollars (\$4,000,000) aggregate.
2. Automobile liability insurance with limits no less than two million dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation insurance with an employer's liability limit of no less than five hundred thousand dollars (\$500,000).

(b) The City shall be named as an additional insured on the commercial general liability policy.

7. Acknowledgment of Risk. The City acknowledges that underground tunnels present an inherent risk of seismic shift or collapse. JSSD does not make any representations regarding the current condition or integrity of the Tunnels, does not guarantee the future condition or integrity of the Tunnels, and does not assume any risk associated with any shift, collapse, or any other event that renders the Tunnels unusable in the future. JSSD makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Services.

8. Limitation of Liability. The total cumulative liability of JSSD to the City shall not exceed the total price paid by the City for the Services in the preceding calendar year. Neither Party shall be liable in contract, tort, or otherwise for consequential, indirect, or incidental damages of any nature whatsoever.

9. Assignment. This Agreement is not assignable by JSSD or the City without prior written consent by the other party.

10. Notices. (a) To be deemed valid, all notices, requests, claims, demands and other formal communications between the parties ("**Notices**") must be in writing and addressed as follows:

If to JSSD:

Jordanelle Special Service District
Attn: General Manager
P.O. Box 519
Heber City, Utah 84032

If to the City:

Park City Municipal Corporation
Attn: [_____]
445 Marsac Avenue
Park City, Utah 84060-1480

(b) To be deemed valid, Notices must be given by one of the following methods: (i) by delivery in person (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid.

(c) Either party may change the address at which that party desires to receive written notice by delivery of Notice of such change to the party as set forth above. Notices will be deemed effective on delivery to the notice address then applicable for the party to which the Notice is directed, provided, however, that refusal to accept delivery of a Notice or the inability to deliver a Notice because of an address change that was not properly communicated shall not defeat or delay the effectiveness of a Notice.

(d) Nothing in this section is intended to limit or prohibit the parties from engaging in informal verbal or written communications using email or other means of communication.

9. Amendments. This Agreement may not be changed, altered, or amended in any way except in a writing signed by each party.

10. No Third Party Beneficiaries. The parties do not intend that there are any third party beneficiaries to this Agreement

11. No Waiver. The failure of either party to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Agreement shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance

12. Force Majeure. Neither party to this Agreement will be held responsible for delay or default caused by fire, riot, acts of God, or other events which are beyond that party's reasonable control.

13. Entire Agreement. This Agreement supersedes and replaces the 2013 Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

14. Effectiveness; Date. The Agreement will have retroactive effect to January 1, 2019.

Each individual is signing this Agreement on the date stated opposite that individual's signature.

PARK CITY MUNICIPAL CORPORATION

By: _____
Its: _____

Date: _____

Attest:

JORDANELLE SPECIAL SERVICE DISTRICT

By: _____
Ron Phillips
General Manager

Date: _____

EXHIBIT A

Scope of Work

The Services include:

1. Track repair and replacement
2. Set repair and replacement
3. Air flow system repair and replacement
4. Lagging repair and replacement
5. Preparing reports and ordering supplies
6. Handling of materials and supplies
7. Maintenance/replacement/inspections of water flow measuring or other equipment
8. Other general maintenance

Council Agenda Item Report

Meeting Date: March 21, 2019

Submitted by: Kirsten Whetstone

Submitting Department: Planning

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve Ordinance 2019-12, an Ordinance Approving the Park City Heights Phase 3 Subdivision Plat Located at 10 and 30 Sun Ridge Cove
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Park City Heights Subdivision Phase 3 Staff Report and Ordinance](#)

[Park City Heights Subdivision Phase 3 Exhibits](#)

City Council Staff Report

Subject: Park City Heights Phase 3 Subdivision
Author: Kirsten Whetstone, MS, AICP, Senior Planner
Date: March 21, 2019
Type of Item: Legislative – Subdivision Plat

Project Number:	PL-17-03553
Applicant:	Ivory Development LLC
Location:	10 and 30 Sun Ridge Cove
Zoning:	Community Transition (CT-MPD) subject to the Park City Heights Master Planned Development (MPD)
Adjacent Land Uses:	Residential single-family dwellings and open space
Reason for Review:	Subdivision plats require Planning Commission review and City Council approval.

Summary Recommendations

Staff recommends City Council hold a public hearing for the Park City Heights Phase 3 Subdivision and consider approving the plat pursuant to the Findings of Fact, Conclusions of Law and Conditions of Approval as found in the Ordinance. *Disclosure: Park City Municipal retains a security interest as the holder of a Trust Deed in conjunction with a prior transaction regarding the property. However, the City is not an “applicant” and does have any current ownership in the property.*

Proposal

The Park City Heights Phase 3 Subdivision (Exhibit A) creates two platted lots of record from a 2.48 acre metes and bounds parcel, consistent with the 2013 amended Park City Heights Master Planned Development (MPD) ([Exhibit B- link](#)) and the Park City Heights preliminary plat (Exhibit C). A site survey (Exhibit D), aerial photograph (Exhibit E) and site photos (Exhibit F) were submitted with the application. The property is located adjacent to the Hidden Oaks Subdivision in the Solamere neighborhood of Deer Valley.

Lot size

Lot 301 consists of 1.33 acres and Lot 302 consists of 1.15 acres. These proposed lots are consistent with the preliminary plat in terms of size, location, configuration and access, and have frontage on an existing city street.

Park City Heights MPD

Conditions of approval of the 2014 amended Park City Heights MPD and Development Agreement, including the 2017 amended Park City Heights Design Guidelines, continue to apply. The MPD indicates that development of these lots shall be consistent with the Hidden Oaks neighborhood. Staff recommends a maximum house size (floor area as defined by the LMC) of 7,500 sf that shall be noted on the final plat, consistent with

house sizes in Hidden Oaks Subdivision. Staff also recommends a condition that the rear 100' of these lots shall be undisturbed and that there shall be a maximum 10,000 sf of irrigated area per lot, consistent with the Hidden Oaks Subdivision restrictions.

Consistent with the Park City Height MPD, a note shall be added to the plat stating that the houses shall be constructed to National Association of Home Builders National Green Building Standards Silver Certification (or other equivalent Green Building certification approved by the Planning Director) OR reach LEED for Homes Silver Rating (minimum 60 points) as further stated in the Development Agreement.

In addition to meeting Green Building or LEED for Homes checklists and in order to achieve water conservation goals, each house must either: 1) achieve at a minimum, the Silver performance Level points within Chapter 8, Water Efficiency, of the National Association of Home Builders National Green Building Standards (as amended); OR 2) achieve a minimum combined 10 points within the 1) Sustainable Sites (SS2) Landscaping and 2) Water Efficiency (WE) categories of the LEED for Homes Checklist (as amended). This shall be noted on the plat.

Access

Located with access off Sun Ridge Cove, an existing city street in the Hidden Oaks Subdivision, the lots are intended for future development of two single family homes. Hidden Oaks at Deer Valley is a single family neighborhood located adjacent and north of the Solamere neighborhood of lower Deer Valley. No through street connections to other phases of the Park City Heights Subdivision are proposed or allowed as a result of this Phase 3 plat.

Utilities

The property is currently vacant. Primary utility services are located in the vicinity of the property. The applicant's engineer is working with SBWRD on plans for extending public sewer service to these lots (Exhibit G). A line extension agreement is required from Snyderville Basin Water Reclamation District (SBWRD) prior to construction of these improvements. Water service and meters are required as well, extending from an existing public water main in the street. Public snow storage and necessary utility and storm water easements are proposed to be dedicated along the frontage of the lots and or lot lines as needed. Staff recommends a condition of approval that public improvements shall either be complete or bonded for prior to recordation of the plat.

Platted LOD

A platted limit of disturbance (LOD) area is recommended to prevent disturbance of the rear 100' of each lot in order to keep construction disturbance and building footprints closer to the road and lower on the hillside area and to protect existing vegetation of the upper slope area, consistent with development patterns in the adjacent Hidden Oaks Subdivision (**see Analysis General Subdivision Requirements- (J) Limits of Disturbance/Building Pad locations**).

Trails

The Park City Trails Master Plan notes that trails shall provide an easily accessible outdoor resource for many forms of recreation, most notably bicycling and walking. Trails greatly increase community access to physical activity and fitness opportunities by providing more miles of safe, attractive bicycling, walking, and hiking facilities. With this in mind, the Trails and Open Space Manager requests a single-track trail connection between this neighborhood and the Park City Heights trail system be provided consistent with the approved Park City Heights trails plan. The Park City Heights trail system connects to the Rail Trail. The location of this connection shall be determined by City Staff and the developer. The connector trail will be about 1/2 miles in length. Construction of the connector trail will be completed as part of the public improvements for this Phase 3 subdivision.

Timeline/Background

May 27, 2010 – The property was annexed into Park City with the Park City Heights Annexation and was zoned Community Transition (CT-MPD).

May 11, 2011 – Park City Planning Commission approved the Park City Heights MPD for a mixed residential development consisting of 160 market rate units and 79 deed restricted affordable units for a total of 239 units on approximately 239 acres. The two subject lots adjacent to Hidden Oaks Subdivision and are included in the 239 units approved with the MPD as this land is part of contiguous land owned by the PC Heights developer.

June 22, 2011 – Planning Commission reviewed and approved a preliminary subdivision plat for the entire 239 lots of the Park City Heights MPD. The two subject lots are included in the preliminary plat as 2 of the approved 239 lots as this land is contiguous land owned by the developer.

November 17, 2011 – City Council approved the original Park City Heights Phase 1 subdivision plat for 68 deed restricted lots and 35 market rate lots.

November 2012 – Ivory Development LLC took ownership of property subject to the MPD and preliminary plat.

January 24, 2013 – City Council approved an extension of the Phase 1 plat to allow the applicant additional time to resolve issues regarding historic mine soils.

November 6, 2013 – Planning Commission approved an amended Master Planned Development and overall amended preliminary subdivision plat for the Park City Heights Development to address relocation of lots, streets, and parcels due to mine soils mitigation and a Voluntary Clean-up plan to be approved by the State. Amendments to the Master Planned Development and overall preliminary plat necessitated a revised phase one plat. Subject lots are included in the amended MPD and preliminary subdivision plat as 2 of the total 239 lots and identified as “homestead” lots, consistent with the original Park City Heights MPD and preliminary plat.

February 27, 2014 – City Council approved an amended Park City Heights Phase 1 Subdivision, consistent with the amended MPD and preliminary subdivision plat, creating lots of record for 28 deed restricted townhouses, 35 small-lot deed restricted Park homes, 5 deed restricted cottage homes, and 35 market rate cottage homes.

November 14, 2014 – Park City Heights Phase 1 Subdivision plat was recorded at Summit County.

May 2, 2017 – Applications for Park City Heights Phases 2 and 3 were submitted. During review of the applications, it was determined that the proposed lots of Phase 3 did not have direct frontage to Sun Ridge Cove due to a strip of County owned property between the lots and street.

May 3, 2018 – City Council approved the Park City Heights Phase 2 Subdivision creating 39 lots of record for market rate cottage and homestead homes and platting 105.91 acres (Parcel D) as open space. Recordation of the Phase 2 plat is pending completion of or bonding for public improvements and other MPD obligations, including construction of the Park City Heights water tank, construction of soft surface trails in Phases 1 and 2, construction of the neighborhood park, completion of bus shelters on Richardson Flat Road, and construction of hard surface trails connecting the neighborhood to the Rail Trail on the south side of Richardson Flat Road and to the 248 underpass on the north side of Richardson Flat Road.

January 17, 2019 – Applicant submitted a revised plat for Phase 3, having remedied the access issue by purchasing the strip of property and revising the plat to incorporate the strip into the two lots. The revised application was complete on January 23, 2019.

February 27, 2019 – Planning Commission conducted a public hearing and voted unanimously to forward a positive recommendation on this subdivision plat. No public input was provided at the hearing.

Analysis

LMC/PC Heights MPD

Property is located within the CT District. The subdivision plat is subject to the following LMC criteria as well as the amended Park City Heights MPD Development Agreement and conditions:

CT Zone	Permitted	Proposed
Height	28' (+5' for pitched roof- equal to or greater than 4:12)	28' (+5' for pitched roof - equal to or greater than 4:12). Complies
Unit Equivalents	1 unit per acre (clustered)	Per MPD- 239 units on approximately 239 acres. Complies
Lot Size	Homestead lots have a minimum lot size of 4,721 sf	Lot 301 - 1.33 acres Lot 302 - 1.15 acres

		Complies
Front setback*	20' to house, 30' to garage	20' to house, 30' to garage Complies.
Rear setback*	25'	100' no-build, no disturbance area from rear property line (condition recommended).
Side setbacks*	6' minimum, combined 16'	Minimum 12', combined 24' consistent with the Hidden Oaks subdivision (condition recommended).
Parking	Minimum 2 spaces per dwelling unit	Minimum 2 spaces per dwelling unit
House Size (maximum floor area as defined by the LMC)	MPD recommends house size to be consistent with Hidden Oaks Subdivision which is 7,500 sf (5,000 sf for lots less than 16,000 sf in area).	Maximum 7,500 sf house size (condition recommended).
Maximum irrigation area per lot	MPD recommends maximum irrigated area to be consistent with Hidden Oaks Subdivision which is 10,000 sf of irrigated area per lot.	Maximum 10,000 sf of irrigated area per lot (condition recommended).

***Note- Front, rear and side yard setback exceptions, as outlined in the Design Guidelines, apply.**

General Subdivision Requirements

- (A) Subdivision Name-** The proposed subdivision is a third phase and the name does not duplicate or closely approximate the name of another Subdivision. The streets have unique names. No new streets are proposed.
- (B) Monuments-** All survey monumentation as required by the LMC is required to be completed prior to acceptance of public improvements.
- (C) Limits of Disturbance-** A limits of disturbance area is recommended to keep development and disturbance low on the hillside and closer to the existing street, to protect existing vegetation on the upper hillside and to be consistent with the development pattern in the neighborhood.
- (D) Ridgeline Development-** The property does not include the ridge area to the east of the proposed lots. The recommended platted LOD is intended to keep development and disturbance lower on the hillside so that it does not impact the naturally vegetated upper hillside or ridgeline.
- (E) Open Space-** Open space parcel D, located to the north and east of these lots, was dedicated with Phase 2, consistent with conditions of the Park City Heights MPD. An LOD designated for the rear 100' of the lots will remain as undisturbed natural area, located within the platted lots.
- (F) Roads and Utility Lines-** No new roads are proposed. Easements are provided for public utilities. A utility plan was submitted with this subdivision application. Final approval of the utility plan is subject to approval of this plat and per final

review by the City Engineer and other utility providers. All utilities will be designed to minimize disturbance of existing vegetation. Re-vegetation and/or remediation of disturbed areas are conditions of final utility installation acceptance.

- (G) Drainage Ways-** Existing drainage areas and ways will be incorporated into the storm water management system and open space parcels to the greatest extent possible, per the City's specifications. Final design of the storm water management system is subject to approval by the City Engineer and shall be submitted with the building permit applications.
- (H) Soils Conditions-** As required by the Park City Heights MPD, and due to the potential for areas of expansive soils within this subdivision, a soils conditions report shall be submitted prior to issuance of any building permits for structures and utilities and shall be reviewed and approved by the City Engineer and Building Official prior to issuance of an excavation permit for any construction.
- (I) Trails and Sidewalks-** Trails crossing private property shall be placed in easements prior to construction. The exact location of trails within open space parcels shall be determined by the City's Trails and Open Space Manager and shall include a connector trail from this neighborhood area to the Park City Heights trails network primarily located in Parcel D. A connector trail shall be constructed or bonded for prior to plat recordation and shall be consistent with a Park City Heights trails plan prepared in coordination with the Park City Trails and Open Space team (Exhibit H). Trails constructed by the applicant within open space parcels, in accordance with the trails plan, shall be agreed to be within a ten (10') public trail easement
- (J) Limits of Disturbance/Building Pad locations-** Location of houses for this phase is stipulated by adherence to minimum building setbacks, as identified on the plat, as well as a platted LOD (limit of disturbance) area that consists of a no-disturbance area within the rear 100' of the lots, consistent with the location of houses in adjacent Hidden Oaks subdivision, as stipulated by the MPD. Exceptions to disturbance within the 100' rear area include approved utilities, trails, and required forest health management that may include removal and/or planting of native landscaping and temporary irrigation subject to approval of a landscape plan application and permit. No structures, patios, decks, gazebos, barns, green houses, hot tubs, fire pits, fences, retaining walls or similar structures are permitted with the rear 100' area.
- (K) Top Soil Preservation and Final Grading-** Staff recommends a condition of approval that all applicable requirements of the LMC regarding top soil preservation and final grading be completed prior to issuance of a certificate of occupancy. No portion of this phase is within the Park City Soils Ordinance boundary; however, areas of disturbance due to off-site utility improvements that may fall within the Park City Soils Ordinance boundary are required to adhere to all requirements of the Ordinance.
- (L) Architectural Standards-** Architecture is reviewed at the time of building permit issuance for compliance with the Park City Heights Design Guidelines.
- (M) Water Bodies and Water Courses-** There are no bodies of water incorporated into the lots so as to not burden the City with responsibility of the water body.

(N) Fire Sprinkling- There is a plat note requiring all construction to comply with requirements of the Park City Chief Building Official regarding fire sprinkler systems at the time of building permit review.

General Lot Design Requirements

Staff has reviewed the proposed plat for compliance with the General Lot Design Requirements per LMC 15-7.3-3 as follows:

(A) Lot Arrangement- there are no foreseeable difficulties, for reasons of topography or other conditions, in securing reasonable driveway access and building permits for these lots, in compliance with adopted building codes, the LMC or the MPD.

(B) Building Sites- the proposed building sites are designed to minimize disturbance of existing vegetation and there has been consideration of minimum separation between structures. Staff recommends a condition that side setback requirements match the Hidden Oaks Subdivision of 12' (24' combined) rather than the 6' minimum (18' combined) as stated in the Design Guidelines.

(C) Square footage- maximum house size (in terms of maximum floor area defined by the LMC) will be noted on the plat as 7,500 sf, consistent with the maximum house size in the Hidden Oaks Subdivision.

(D) Lot Dimensions- proposed lot dimensions take into consideration additional width for corner lots, depth and width of lots for non-residential purposes, and areas for parking.

(E) Double Frontage Lots and access to Lots- There are no lots fronting on two streets.

(F) Lot Drainage- Lots are laid out to provide positive drainage away from all Buildings. Individual lot drainage plans will be required with each building permit.

(G) Landscaping- Prior to issuance of a building permit for each lot a landscape plan is required to be submitted and reviewed by the Planning Staff for compliance with the LMC and conditions of the MPD. HOA open space areas disturbed for utilities or other construction access shall be re-vegetated and/or landscaped per the MPD and Design Guidelines.

(H) Limits of Disturbance/Vegetation protection- Prior to issuance of a building permit for each lot a limits of disturbance and vegetation protection plan is required to be submitted and reviewed by the Staff for compliance with the LMC and conditions of the MPD.

(I) Re-vegetation, seed, and sod- All disturbed areas will be re-vegetated, seeded, and/or sodded prior to issuance of a certificate of occupancy per the LMC and a financial guarantee for the completion of this re-vegetation is required to be paid or posted prior to issuance of the permit.

(J) Debris and Waste- Debris and waste are required to be removed per the LMC prior to issuance of a certificate of occupancy. This is a condition of building permitting. The Park City Heights MPD requires consolidation and recycling of construction waste and debris to be identified on the Construction Mitigation Plan prior to issuance of a building permit.

(K) Fencing- Fencing of hazardous conditions may be required by the Chief Building

Official. Fences will be constructed according to standards of the LMC and conditions of approval of the Park City Heights MPD.

Road Requirements and Design

No new roads are required.

Summary of Analysis

Staff finds the proposed subdivision complies with the Land Management Code regarding final subdivision plats, including consistency with the CT zoning requirements, general subdivision requirements, and lot and street design standards and requirements. General subdivision requirements related to 1) drainage and storm water; 2) water facilities; 3) sidewalks and trails; 4) utilities such as gas, electric, power, telephone, cable, etc.; 5) public uses, such as parks and playgrounds; and 6) preservation of natural amenities and features have been addressed through the Master Planned Development process as required by the Land Management Code as well as conditions of approval for this subdivision. Utility, grading, and site work (streets) plans were submitted with the plat for review and coordination by the City and service providers prior to issuance of building permits. The proposed subdivision is consistent with the 2013 amended Park City Heights MPD and preliminary subdivision plat.

Good Cause

There is good cause for this subdivision as it creates legal lots of record from metes and bounds described parcels; memorializes and expands utility easements and provides for new utility easements for orderly provision of utility services; dedicates public snow storage easements; provides for trail connections; and provides, as conditioned, future development parcels for market rate units consistent with the approved Park City Heights amended MPD and the development pattern of the surrounding neighborhood. The 2013 amended Park City Heights MPD Development Agreement and conditions of approval continue to apply.

Department Review

This application has been reviewed by the Development Review Committee, including other City Departments and utility and service providers. Identified concerns were addressed by revisions and notes on the plat and with conditions of approval as stated in the attached ordinance.

Notice

On February 13, 2019, the property was posted and notice was mailed to property owners within 300 feet according to requirements of the Land Management Code. On February 9, 2019, legal notice was published in the Park Record and on the Utah Public Notice website, according to requirements of LMC.

Public Input

Staff received two inquiries requesting additional information, as well as a comment by voice mail from a neighboring property owner who thought the land was designated as open space at the time they purchased an adjacent property. The property owner

expressed concerns of additional traffic and congestion. Staff provided additional information from the Commission packet. There was no public input provided at the Planning Commission hearing.

Future Process

Approval or denial of this subdivision application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC 1-18.

Alternatives

- City Council may approve the Park City Heights Phase 3 Subdivision plat as conditioned or amended, or
- City Council may deny the Park City Heights Phase 3 Subdivision plat and direct staff to make Findings for this decision, or
- City Council may continue this item to a date certain and request the applicant return with additional information and/or revisions necessary to make a final decision.

Significant Impacts

There are no significant negative fiscal or environmental impacts to the City that result from this application that have not been sufficiently mitigated with plat notes, conditions of approvals and adherence to the approved, amended MPD.

Consequences of not taking the Suggested Recommendation

The property would remain as a metes and bounds parcel until a subdivision plat is approved and recorded. Building permits could not be issued for dwelling units until an approved subdivision plat is recorded.

Recommendation

Staff recommends City Council hold a public hearing for the Park City Heights Phase 3 Subdivision and consider approving the plat pursuant to the Findings of Fact, Conclusions of Law and Conditions of Approval as stated in the Ordinance.

Exhibits

Ordinance

Exhibit A - Proposed Park City Heights Subdivision Phase 3 plat

Exhibit B - [Amended Park City Heights MPD Development Agreement and Exhibits \(link\)](#)

Exhibit C - Approved amended Park City Heights Preliminary plat

Exhibit D - Site survey

Exhibit E - Site aerial photograph

Exhibit F - Site photographs

Exhibit G - Utility plans

Exhibit H - Trails plans

Ordinance No. 2019-12

AN ORDINANCE APPROVING THE PARK CITY HEIGHTS PHASE 3 SUBDIVISION PLAT LOCATED AT 10 AND 30 SUN RIDGE COVE, PARK CITY, UTAH.

WHEREAS, the owners of the property known as Park City Heights Phase 3 located at 10 and 30 Sun Ridge Cove adjacent to the Hidden Oaks Subdivision, have petitioned the City Council for approval of the Park City Heights Phase 3 Subdivision plat; and

WHEREAS, on February 13, 2019, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, on February 13, 2019, mailed notice was sent to property owners within 300' according to the Land Management Code of Park City; and

WHEREAS, on February 9, 2019, legal notice was posted in the Park Record and the Utah Public Notice website, as well as the Park City website; and

WHEREAS, the Planning Commission held a public hearing on February 27, 2019, to receive input on the subdivision plat application; and

WHEREAS, the Planning Commission, on February 27, 2019, forwarded a positive recommendation to the City Council; and

WHEREAS, on March 21, 2019, the City Council held a public hearing on the Park City Heights Phase 3 Subdivision; and

WHEREAS, there is good cause and it is in the best interest of Park City, Utah to approve the Park City Heights Phase 3 Subdivision, as conditioned.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Park City Heights Phase 3 Subdivision, as shown in Exhibit A, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 10 and 30 Sun Ridge Cove adjacent to the Hidden Oaks Subdivision in the Solamere neighborhood of Deer Valley.
2. The Park City Heights Phase 3 Subdivision creates 2 lots (Lot 301 and Lot 302) of record from a 2.48 acres metes and bounds property.
3. Proposed Lot 301 consists of 1.33 acres and proposed Lot 302 consists of 1.15 acres.

4. The proposed lots are 2 of the 239 lots approved with the 2011 Park City Heights MPD and the 2013 amended MPD and preliminary subdivision plat. The property is part of contiguous land owned by the PC Heights developer.
5. The lots are consistent with the preliminary plat in terms of size, location, configuration and access.
6. The lots are intended for future development of two single family homes consistent with the Park City Heights preliminary plat and Master Planned Development.
7. The lots have frontage on an existing city street.
8. The lots are consistent with the Lot and Site Requirements of the Community Transition (CT) zone as further conditioned by the Park City Heights MPD Development Agreement and Design Guidelines.
9. The property was annexed into Park City with the Park City Heights Annexation on May 27, 2010, and was zoned Community Transition (CT-MPD) subject to the Park City Heights MPD.
10. On May 11, 2011, the Park City Planning Commission approved the Park City Heights MPD for a mixed residential development consisting of 160 market rate units and 79 affordable units (239 units/lots) on approximately 239 acres.
11. On June 22, 2011, the Planning Commission approved a preliminary subdivision plat as being consistent with the Park City Heights MPD.
12. On November 17, 2011, the City Council approved the original Park City Heights Phase 1 subdivision plat.
13. On January 24, 2013 the City Council approved an extension of the Phase 1 plat to allow the applicant additional time to resolve issues regarding historic mine soils.
14. On November 6, 2013, the Planning Commission approved an amended Park City Heights MPD and preliminary plat to address relocation of lots and streets due to mine soils mitigation and voluntary clean-up program.
15. On December 28, 2013, the City Planning Department received an application for a revised first phase subdivision plat for the Park City Heights MPD. The application was deemed complete on January 7, 2014, with receipt of additional information.
16. On February 27, 2014, City Council approved an amended Park City Heights Phase 1 Subdivision, creating lots of record for 28 deed restricted townhouses, 35 small-lot deed restricted Park homes, 5 deed restricted cottage homes, and 35 market rate cottage homes.
17. On November 14, 2014, the Park City Heights Phase 1 Subdivision plat was recorded at Summit County.
18. On May 2, 2017, the Applicant submitted an application for the Park City Heights Phases 2 and 3. During review of the application, it was determined that the proposed lots of Phase 3 did not have direct access to Sun Ridge Cove due to a strip of County owned property between the lots and street. Staff requested that the applicant remedy access and submit a revised plat.
19. On May 3, 2018, City Council approved the Park City Heights Phase 2 Subdivision creating 39 lots of record for market rate cottage and homestead homes and platting 105.91 acres (Parcel D) as open space.
20. Recordation of the Phase 2 plat is pending completion and/or bonding of public improvements and other MPD obligations.
21. On January 17, 2019, the applicant submitted a revised plat for Phase 3, having

remedied the access issue by purchasing the strip of property and revising the plat to incorporate the strip into the two lots.

22. The revised application was complete on January 23, 2019.
23. Development of the property is subject to the Land Management Code, the amended Park City Heights Master Planned Development conditions of approval and the amended Development Agreement and Park City Heights Design Guidelines, and this Ordinance.
24. The lots are not within the Entry Corridor Protection Overlay zone (ECPO) and no portion of this plat is located within the Park City Soils Ordinance boundary.
25. The proposed subdivision plat creates two lots of record for two (2) single family "Homestead Homes" to be compatible with houses in the Hidden Oaks Subdivision.
26. No new public or private streets are proposed with this plat.
27. Location of houses for this phase is stipulated by adherence to minimum building setbacks, as identified on the plat, as well as a platted LOD (limit of disturbance) area that consists of a no-disturbance area within the rear 100' of the lots, consistent with the location of houses on lots within the adjacent Hidden Oaks subdivision, as stipulated by the MPD.
28. No non-conforming conditions or remnant parcels are created by the subdivision.
29. Access to all lots and parcels within the proposed subdivision is from Sun Ridge Cove, an existing city street in the Hidden Oaks neighborhood.
30. Hidden Oaks at Deer Valley is a single family neighborhood located adjacent and north of the Solamere neighborhood of lower Deer Valley. No through street connections to other phases of the Park City Heights Subdivision are proposed or allowed as a result of this Phase 3 plat.
31. No new private or public streets are proposed.
32. The Park City Trails Master Plan notes that trails shall provide an easily accessible outdoor resource for many forms of recreation, most notably bicycling and walking. Trails greatly increase community access to physical activity and fitness opportunities by providing more miles of safe, attractive bicycling, walking, and hiking facilities. A remnant informal trail traversing the property is not shown on the City's Trails Master Plan and there is not an existing easement for it listed in the title report.
33. The Park City Heights trails plan, submitted with the MPD, identifies the general location of single track trails within the Park City Heights open space and development areas. The Park City Heights developer is responsible for construction of these trails per City specifications.
34. The applicant/developer is also responsible for construction of a trail connecting the neighborhood to the Park City Heights trails network within open space parcels, specifically within Parcel D, which is platted with the Park City Heights Phase 2 Subdivision. Parcel D is adjacent to the north and east of these lots.
35. The subdivision complies with the Land Management Code regarding final subdivision plats, including CT zoning requirements, general subdivision requirements, and lot and street design standards and requirements.
36. General subdivision requirements related to 1) drainage and storm water; 2) water facilities; 3) sidewalks and trails; 4) utilities such as gas, electric, power, telephone, cable, etc.; 5) public uses, such as parks and playgrounds; and 6) preservation of

natural amenities and features have been addressed through the Master Planned Development process as required by the Land Management Code.

37. Sanitary sewer service and facilities are required to be installed in a manner prescribed by the Snyderville Basin Water Reclamation District (SBWRD).
38. Water service and facilities are required to be installed in a manner prescribed by the City Engineer. The applicants have provided utility plans and the plat to the City Engineer to review with the City Water Department. Final approval of a water facilities plan and compliance with the Park City Heights Agreements is required prior to final plat recordation.
39. Staff recommends a maximum house size (floor area as defined by the LMC) of 7,500 sf that shall be noted on the final plat, consistent with the average house size in Hidden Oaks Subdivision restrictions. Staff also recommends a stipulation of a maximum 10,000 sf of irrigated area per lot, consistent with the Hidden Oaks Subdivision restrictions.
40. There is good cause for this subdivision in that it creates legal lots of record from metes and bounds described parcels; memorializes and expands utility easements and provides for new utility easements for orderly provision of utility services; dedicates public snow storage easements; provides for public trail connections; and provides, as conditioned, future development parcels for market rate units consistent with the approved Park City Heights Annexation Agreement, amended Master Planned Development, and the development pattern of the surrounding neighborhood, as conditioned herein.
41. No remnant parcels are created.
42. The applicant stipulates to the conditions of approval.
43. The findings in the Analysis section are incorporated herein.

Conclusions of Law:

1. The subdivision complies with LMC Chapter 7 as conditioned.
2. The subdivision is consistent with the Park City Land Management Code and applicable State law regarding subdivision plats.
3. The subdivision is consistent with the Park City Heights Annexation and the Park City Heights MPD, as amended and conditioned.
4. The subdivision is consistent with the amended Park City Heights preliminary plat approved by the Planning Commission on November 6, 2013.
5. Neither the public nor any person will be materially injured as a result of approval of the proposed subdivision plat, as conditioned herein.
6. Approval of the proposed subdivision plat, subject to the conditions stated herein, will not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. City Attorney, City Engineer, and City Planner review and approval of the final form and content of the subdivision plat for compliance with State law, the Land Management Code, and these conditions of approval, is a condition precedent to recordation of the plat.
2. The applicant will record the subdivision plat at Summit County within one year from the date of City Council approval. If recordation has not occurred within one year's

time, this approval for the plat amendment will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.

3. A plat note shall indicate that conditions of approval of the Park City Heights MPD and preliminary plat, as amended and approved by the Planning Commission on November 6, 2013, continue to apply.
4. A plat note shall indicate that this plat is subject to Ordinance 2019-12 (the Ordinance approving this subdivision).
5. Final approval of the sewer facilities/utility plan by the Snyderville Basin Water Reclamation District is required prior to final plat recordation.
6. Consistent with the Trails Master Plan, a single-track trail connection between this neighborhood and the Park City Heights trail system shall be provided. The location of this connection shall be determined by City Staff and the developer. The connector trail will be about 1/2 miles in length. Construction of the connector trail will be completed as part of the public improvements for this Phase 3 subdivision.
7. A plat note shall indicate that final constructed public trails are agreed, by the recording of this plat, to be within ten (10') foot public trail easements.
8. A plat note shall indicate that all construction, including streets, utilities, and structures shall comply with recommendations of the June 9, 2006 Geotechnical Study provided by Gordon, Spilker Huber Geotechnical Consultants, Inc. Additional soils studies and geotechnical reports may be required by the City Engineer and Chief Building Official prior to issuance of any building permits for structures, utilities, and roads. The report shall be reviewed and approved by the City Engineer and Chief Building Official and any recommendations for utilization of special construction techniques to mitigate soils issues, such as expansive clays, shall be incorporated into conditions of the building permit and ROW Permit approval.
9. A landscape and irrigation plan shall be submitted for City review and approval for each lot, prior to building permit issuance. Landscaping and irrigation shall be consistent with the Park City Heights Design Guidelines and the amended MPD conditions of approval.
10. All applicable requirements of the LMC regarding top soil preservation, final grading, and landscaping shall be completed prior to issuance of a certificate of occupancy.
11. A storm water run-off and drainage plan shall be submitted and approved by the City Engineer prior to building permit issuance.
12. Prior to issuance of a building permit for any units within this plat, all building plans shall be reviewed for compliance with the Park City Heights Design Guidelines. All exterior building materials, colors and final design details must comply with the approved Park City Heights Design Guidelines and shall be approved by staff prior to building permit issuance. Building setbacks, house size, LOD shall be as noted on the plat.
13. A plat note shall state that all units shall be constructed to National Association of Home Builders National Green Building Standards Silver Certification (or other equivalent Green Building certification approved by the Planning Director) OR reach LEED for Homes Silver Rating (minimum 60 points). Green Building Certification. LEED rating criteria to be used shall be those applicable at the time of the building permit submittal.

14. A plat note shall state that in addition to meeting Green Building or LEED for Homes checklists and in order to achieve water conservation goals, each house must either:
1) achieve at a minimum, the Silver performance Level points within Chapter 8, Water Efficiency, of the National Association of Home Builders National Green Building Standards; OR 2) achieve a minimum combined 10 points within the 1) Sustainable Sites (SS2) Landscaping and 2) Water Efficiency (WE) categories of the LEED for Homes Checklist. Points achieved in these resource conservation categories will count towards the overall score.
15. A plat note shall state that an industry standard Third Party inspector shall be mutually agreed upon by the Chief Building Official and the applicant prior to issuance of a building permit to provide third party inspection for compliance with Green Building requirements as required by the amended Master Planned Development and Annexation Agreement.
16. A construction mitigation plan (CMP) shall be submitted and approved by the City for compliance with the Municipal Code, LMC, and the MPD conditions of approval prior to building permit issuance.
17. A ten (10') wide public snow storage easement and other necessary utility and storm water easements shall be indicated on the plat prior to recordation as required by the City Engineer.
18. All public improvements shall be completed and accepted prior to signing and recording of the plat, or a financial guarantee may be provided to the City, in a form and amount acceptable to the City for the value of all public improvements, including trails. All public improvements shall be completed according to City and provider standards and accepted by the City Council prior to release of this guarantee.
19. All survey monumentation as required by the LMC is required to be completed prior to acceptance of public improvements.
20. A plat note shall state that this plat is subject to the 2014 Amended Park City Heights MPD Development Agreement and the 2014 Water and Maintenance Agreement with Park City Municipal Corporation.
21. A plat note shall indicate that all construction shall comply with requirements of the Park City Chief Building Official and adopted building codes, including fire sprinkler systems, at the time of building permit review.
22. A plat note shall indicate that side setback requirements shall match the Hidden Oaks Subdivision of 12' minimum (24' combined) rather than the 6' minimum (18' combined) as stated in the Design Guidelines for Homestead lots. Front setback shall be 20' to house and 30' to street facing garage.
23. A plat note shall state that the maximum house size (floor area as defined by the LMC) on each lot shall be 7,500 sf, consistent with Hidden Oaks Subdivision restrictions.
24. A plat note shall state that the maximum irrigated area per lot is 10,000 sf, consistent with the Hidden Oaks Subdivision restrictions.
25. A platted limit of disturbance (LOD) area shall be noted on the plat stating that the rear 100' of each lot shall remain undisturbed, with the exception of approved utilities, trails, and required forest health management that may include removal and/or planting of native landscaping with temporary irrigation, subject to approval of a landscape plan application and permit. No structures, patios, decks, gazebos,

barns, green houses, hot tubs, fire pits, fences, retaining walls or similar structures are permitted with the rear 100' area.

26. No through street connections to other phases of the Park City Heights Subdivision are permitted, consistent with the Park City Heights MPD.

27. The plat shall note each lot is greater than 1 acre and an MS4 storm water permit is required for all land disturbance activities, prior to building permit issuance.

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

PASSED AND ADOPTED this ____ day of _____, 2019.

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, Mayor

ATTEST:

Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

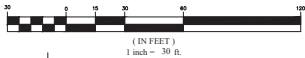
EXHIBIT A

PARK CITY HEIGHTS
PHASE 3

A SUBDIVISION LOCATED IN THE NW1/4 & SW1/4 OF SECTION 11 AND THE NE1/4 & SE1/4 OF SECTION 10,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
SUMMIT COUNTY, UTAH



GRAPHIC SCALE



SURVEYOR'S CERTIFICATE

I, Spencer W. Llewellyn, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 10516507 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owner(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-17 of said Code, and have subdivided said tract of land into lots, streets, and easements, and the same has, or will be correctly surveyed, staked and monumented on the ground as shown on this Plat, and that this Plat is true and correct.

Spencer W. Llewellyn
Professional Land Surveyor
Certificate No. 10516507

Date

BOUNDARY DESCRIPTION

A portion of the NW1/4 & SW1/4 of Section 11 and the NE1/4 and SW1/4 of Section 10, Township 2 South, Range 4 East, Salt Lake Base & Meridian, Park City, Utah, more particularly described as follows:

Beginning at a point located N09°19'41" E along the Section line 290.67 feet from the West 1/4 Corner of Section 11, T2S, R4E, SLB&M; thence N0°19'41" E along the Section line 19.33 feet; thence S89°39'31" E 242.00 feet; thence S89°19'41" W 47.43 feet to the Northern line of ROYAL OAKS SUBDIVISION, PHASE 1, according to the Official Plat thereof on file in the Office of the Summit County Recorder; thence along said plat the following 2 courses: 1) N89°54'47" W 104.31 feet; 2) S89°29'37" W 1.02 feet to the Northeast corner of Lot 16, HIDDEN OAKS AT DEER VALLEY PHASE 1B, according to the Official Plat thereof on file in the Office of the Summit County Recorder; thence along said plat the following 2 courses: 1) S89°72'39" W 107.80 feet; 2) N89°72'39" W 316.27 feet; thence N89°37'22" E 27.29 feet to the point of beginning.

Continue: 2.48 acres ±.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT _____, THE UNDERSIGNED OWNER OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, PARCELS, AND STREETS TOGETHER WITH EASEMENTS TO BE HEREINAFTER KNOWN AS

PARK CITY HEIGHTS
PHASE 3

DO HEREBY DEDICATE TO SUMMIT COUNTY ALL THESE TRACTS OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER. THE UNDERSIGNED OWNERS ALSO CONVEY TO SUMMIT COUNTY, SNYDERVILLE BASIN WATER RECLAMATION DISTRICT, AND TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY AND DRAINAGE EASEMENTS SHOWN ON THIS PLAT, THE SAME TO BE USED FOR DRAINAGE AND THE INSTALLATION, MAINTENANCE, AND OPERATION OF UTILITY LINES AND FACILITIES.

IN WITNESS WHEREOF _____ HAVE HERETO SET HAND THIS ____ DAY OF _____ A.D. 20__

CHRISTOPHER P. GAMBYROULAS
PRESIDENT, IVORY DEVELOPMENT, LLC

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF _____

ON THE ____ DAY OF _____ A.D. 20__ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF SALT LAKE, IN SAID STATE OF UTAH, CHRISTOPHER P. GAMBYROULAS, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE IS THE PRESIDENT OF IVORY DEVELOPMENT LLC, A UTAH LLC AND THAT HE SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: _____

A NOTARY PUBLIC COMMISSIONED IN UTAH
RESIDING IN _____ COUNTY

MY COMMISSION No. _____

PRINTED FULL NAME OF NOTARY

PARK CITY HEIGHTS
PHASE 3

A SUBDIVISION LOCATED IN THE NW1/4 & SW1/4 OF SECTION 11 AND THE
NE1/4 & SE1/4 OF SECTION 10,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
SUMMIT COUNTY, UTAH

RECORDED #

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

DATE _____ TIME _____ BOOK _____ PAGE _____

FEE _____

SUMMIT COUNTY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS
DAY OF _____ A.D. 20__

PARK CITY MAYOR

CERTIFICATE OF ATTEST

I CERTIFY THIS RECORD OF SURVEY MAP
WAS APPROVED BY PARK CITY COUNCIL
THIS _____ DAY OF _____ A.D. 20__
BY THE PARK CITY FIRE DISTRICT

PARK CITY RECORDER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS _____ DAY
OF _____ A.D. 20__

PARK CITY ATTORNEY

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH
INFORMATION ON FILE IN MY OFFICE
THIS _____ DAY OF _____ A.D. 20__

SUMMIT COUNTY ENGINEER

PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____ A.D. 20__
BY THE PARK CITY PLANNING COMMISSION

CHAIRMAN

SNYDERVILLE BASIN WATER
RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN
WATER RECLAMATION DISTRICT STANDARDS ON
THIS _____ DAY OF _____ 20__

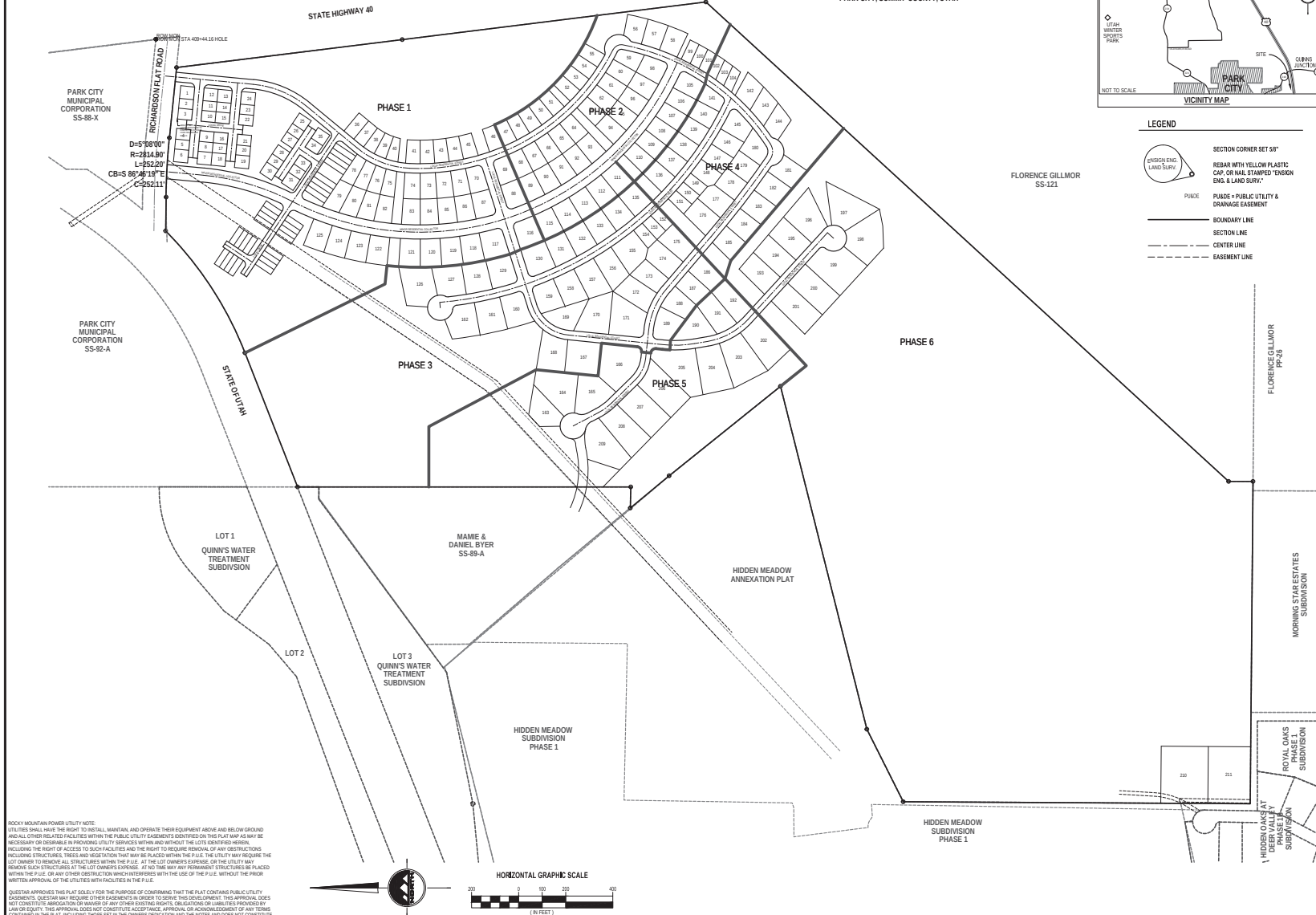
BY: _____

CHAIRMAN

PREPARED BY
FOCUS
ENGINEERING AND SURVEYING, LLC
12 WEST CENTER STREET
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focusutah.com

PARK CITY HEIGHTS SUBDIVISION

LOCATED IN PORTIONS OF SECTION 11,
AND THE SOUTH HALF OF SECTION 2,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



SURVEYOR'S CERTIFICATE

I, KAREN F. WHITE, do hereby certify that I am a Licensed Land Surveyor, and that I hold certificate No. 161356 as prescribed under laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as PARK CITY HEIGHTS SUBDIVISION and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet frontage width and area requirements of the applicable zoning ordinances.

BOUNDARY DESCRIPTION

A parcel of land located in the South Half of Section 2 and portions of Section 11, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

[illegible]

OWNER'S DEDICATION

Known all men by these presents that I / we, the undersigned owner(s) of the above described tract of land, having caused same to be subdivided, hereafter known as the

PARK CITY HEIGHTS SUBDIVISION

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public use.
In witness whereof I / we have hereunto set our hand (s) this _____ day of _____ A.D., 20____

by

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH
County of Salt Lake J.S.S.

On the _____ day of _____ A.D., 20____
personally appeared before me, the undersigned Notary Public, in and for said County of _____ in the State of _____, who after being duly sworn, acknowledged to me that he/she is the _____ of _____ a Limited Liability Company and that he/she signed the Owner's Declaration freely and voluntarily for and in behalf of said Limited Liability Company for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.

MY COMMISSION EXPIRES: _____

PARK CITY HEIGHTS SUBDIVISION

LOCATED IN PORTIONS OF SECTION 11,
AND THE SOUTH HALF OF SECTION 2,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

ROCKY MOUNTAIN POWER UTILITY NOTE:
UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE P.U.E. THE UTILITY MAY REQUIRE THE UTILITY EASEMENTS REMOVED WITHIN THE P.U.E. AT THE LOT OWNERS EXPENSE. OR, THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNERS EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE P.U.E. OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE P.U.E. WITHOUT THE PRIOR

QUESTAR APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. QUESTAR MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT QUESTAR'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.



SALT LAKE CITY
90 E. Fox Union Blvd Suite
100
Midvale UT 84047
Phone: 801.255.0529
Fax: 801.255.4449
www.ensignintl.com

LAYTON
Phone: 801.547.1100

PLEASANT GROVE
Phone: 801.796.8145

TOOELE
Phone: 435.843.3990

SHEET 1 OF 2
PROJECT NUMBER : 45/MD
MANAGER : RQE
DRAWN BY : KFW
CHECKED BY : PMH

DEVELOPER
BOYER PARK CITY JUNCTION, LC
90 SOUTH 400 WEST SUITE 200
SALT LAKE CITY, UTAH 84101
(801) 521-4781

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT THIS
DAY OF _____, 20____.

PLANNING COMMISSION
APPROVED BY THE PARK CITY PLANNING COMMISSION
THIS _____ DAY OF _____,
20____ A.D.

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH
INFORMATION ON FILE IN MY OFFICE THIS _____ DAY
OF _____, 20____ A.D.

APPROVAL AS FORM

APPROVED AS TO FORM THIS _____ DAY
OF _____, 20____.

CERTIFICATE OF ATTEST

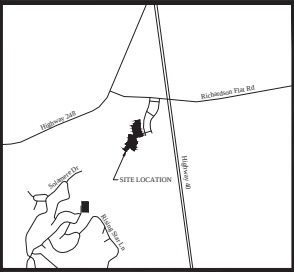
I CERTIFY THIS RECORD OF SURVEY MAP WAS
APPROVED BY PARK CITY COUNCIL THIS _____ DAY
OF _____, 20____ A.D.

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY
COUNCIL THIS _____ DAY OF _____
20____, A.D.

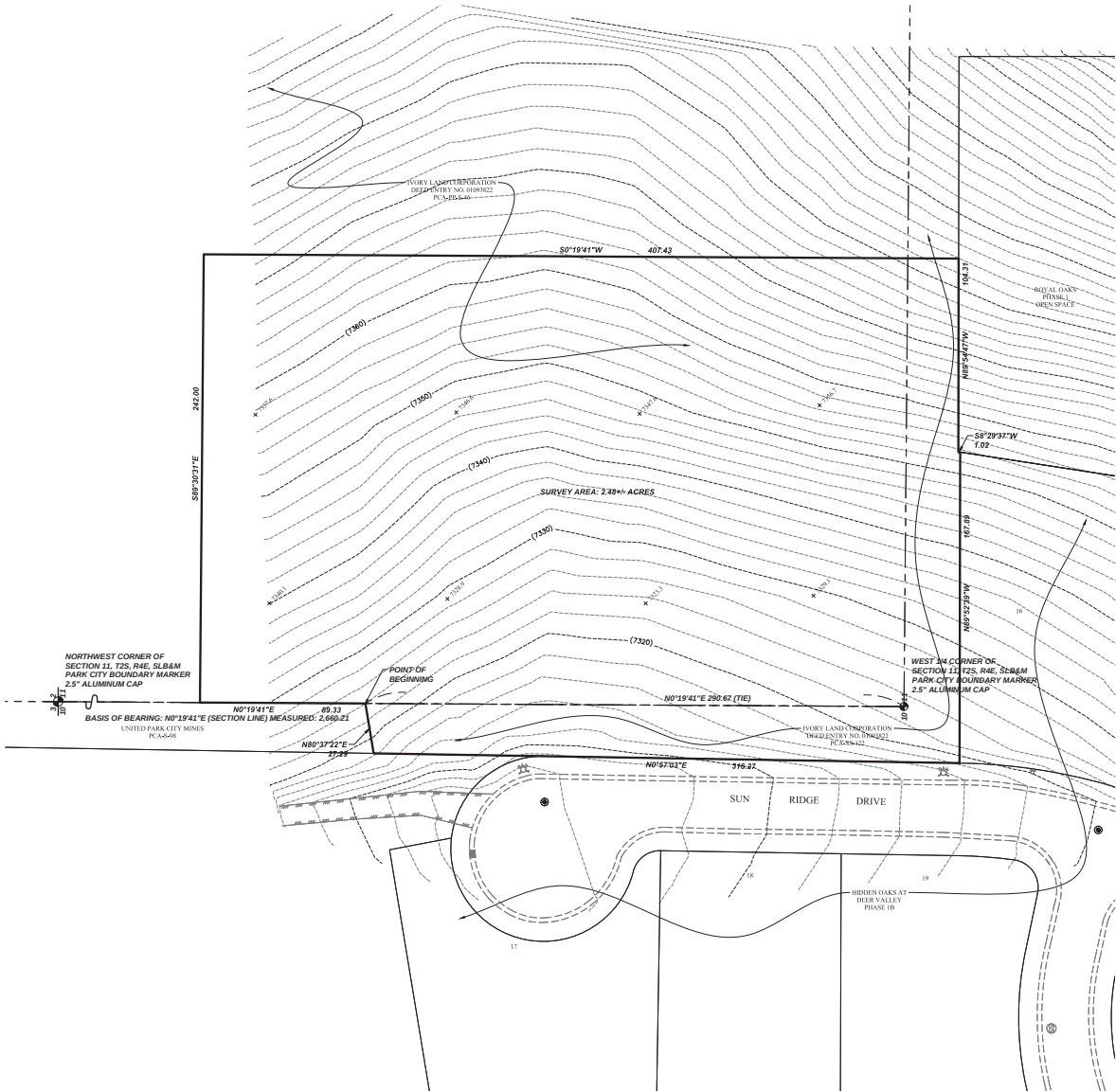
RECORDED # _____

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

DATE: _____ TIME: _____ BOOK: _____ PAGE: _____

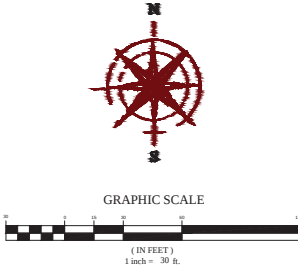


VICINITY MAP
N.T.S.



LEGEND

- EXIST. CONTOUR MAJOR
- EXIST. CONTOUR MINOR
- SECTION MONUMENT (FOUND)
- STREET MONUMENT (FOUND)
- EXIST. WATER VALVE & WATER METER
- EXIST. FIRE HYDRANT
- EXIST. SPOT ELEVATION
- DEED BOOK/PAGE PER SUMMIT COUNTY RECORDS
- SUMMIT COUNTY PARCEL NO.



- NOTES**
- The purpose of this Survey is to provide a Boundary/Topographical Survey and Certification for the parcels shown and described herein.
 - The Basis of Bearing for this Survey is N0°19'41"E along the Section line between the found monuments marking the West 1/4 Corner and the Northwest Corner of Section 11, Township 2 South, Range 4 East, Sub Lake Base & Meridian. All deeds and plans of record have been related to match the aforementioned basis of bearing, or to other Section/monument lines relative to said basis of bearing per measured lines shown herein.
 - Vertical data (contours and spot elevations) shown herein is based on the NGVD29 'best equivalent' elevation of 6,663.44 published by the Wasatch County Surveyor on the Southeast Corner of said Section 2.
 - 45 rubber & cap (FOCUS ENG) to be set at all boundary corners unless noted otherwise.
 - This drawing, its design, and invention thereof, is the property of Focus Engineering & Surveying, LLC, and is submitted to, and is for the exclusive use of the client referenced on the Survey. Only copies authorized in writing and individually signed and sealed by the Surveyor, or certified copies obtained from the office of the respective County Surveyor may be used as the official work of the Surveyor.
 - Except as specifically stated or shown on this drawing, no attempt has been made as a part of this Survey to obtain or show data concerning existence, size, depth, condition, capacity, or location of any utility or municipal/public service facility. For information regarding these utilities or facilities, contact the appropriate agency.
 - Except as specifically stated or shown on this drawing, this Survey does not purport to reflect any of the following which may be applicable to the properties shown hereon: easements, encumbrances, building setback lines, restrictive covenants, subdivision restriction, zoning, or other land use restrictions. Underground utilities have been shown hereon based on observed evidence. Additional utilities, including, but not limited to: power, phone, cable TV, water, sewer, storm drainage, etc. may exist within the boundaries of this Survey and these utilities should be contacted prior to digging. Engineers, Contractors, and others that rely on this information should be cautioned that the locations of the existing utilities may not be relied upon as being exact or complete. Additional exploration, verification and relocation of existing utilities will be the sole responsibility of any contractor prior to, or during construction of any additional improvements.
 - The majority of the surveyed land is covered in Sagebrush, Oakbrush, and Upland Grass.

SURVEY DESCRIPTIONS

A portion of the NW1/4 & SW1/4 of Section 11 and the NE1/4 and NW1/4 of Section 10, Township 2 South, Range 4 East, Sub Lake Base & Meridian, Park City, Utah, more particularly described as follows:

Beginning at a point located N00°19'41"E along the Section line 290.67 feet from the West 1/4 Corner of Section 11, T2S, R4E, SLB&M; thence N0°19'41"E along the Section line 89.33 feet; thence S89°30'31"E 242.00 feet; thence S00°19'41"W 407.43 feet to the Northerly line of ROYAL OAKS SUBDIVISION, PHASE 1, according to the Official Plat thereof on file in the Office of the Summit County Recorder; thence along said plat the following 2 courses: 1) N89°54'47"W 104.31 feet; 2) S08°29'37"W 1.02 feet to the Northeast corner of Lot 16, HIDDEN OAKS AT DEER VALLEY PHASE 1B, according to the Official Plat thereof on file in the Office of the Summit County Recorder; thence along said plat the following 2 courses: 1) N89°52'39"W 167.89 feet; 2) N00°57'03"E 316.27 feet; thence N80°37'22"E 27.29 feet to the point of beginning.

Contains: 2.28 acres +/-

SURVEYOR'S CERTIFICATE

"I, Spencer W. Llewellyn, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 10516507 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owner(s) that I have made a Survey of the lands shown on this Plan and that it correctly represents the existing conditions as shown. This Plan does not represent a certification to the title or ownership of the lands shown herein."

Spencer W. Llewellyn
Professional Land Surveyor
Certificate No. 10516507

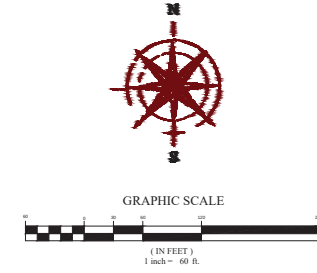
Date: 1/15/2019

FOCUS
ENGINEERING AND SURVEYING, LLC
10516507
PROFESSIONAL LAND SURVEYOR
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focusutah.com

BOUNDARY/TOPOGRAPHICAL SURVEY
LOCATED IN THE NW1/4 & SW1/4 OF SECTION 11 AND
THE NE1/4 & SE1/4 OF SECTION 10, T2S, R4E, SLB&M
PARK CITY, UTAH
PREPARED FOR: IVORY DEVELOPMENT, LLC

REVISION BLOCK	
DATE	DESCRIPTION
1/15/2019	1. Initial Survey

Scale: 1"=30' Drawn: SWL
Date: 1/15/2019 Job #: 18-425
Sheet: 1 OF 1



FOCUS
ENGINEERING AND SURVEYING, LLC
10000 S. 1000 E. SUITE 100
MIDVALE, UTAH 84047 PH: (801) 355-0075
www.focusutah.com

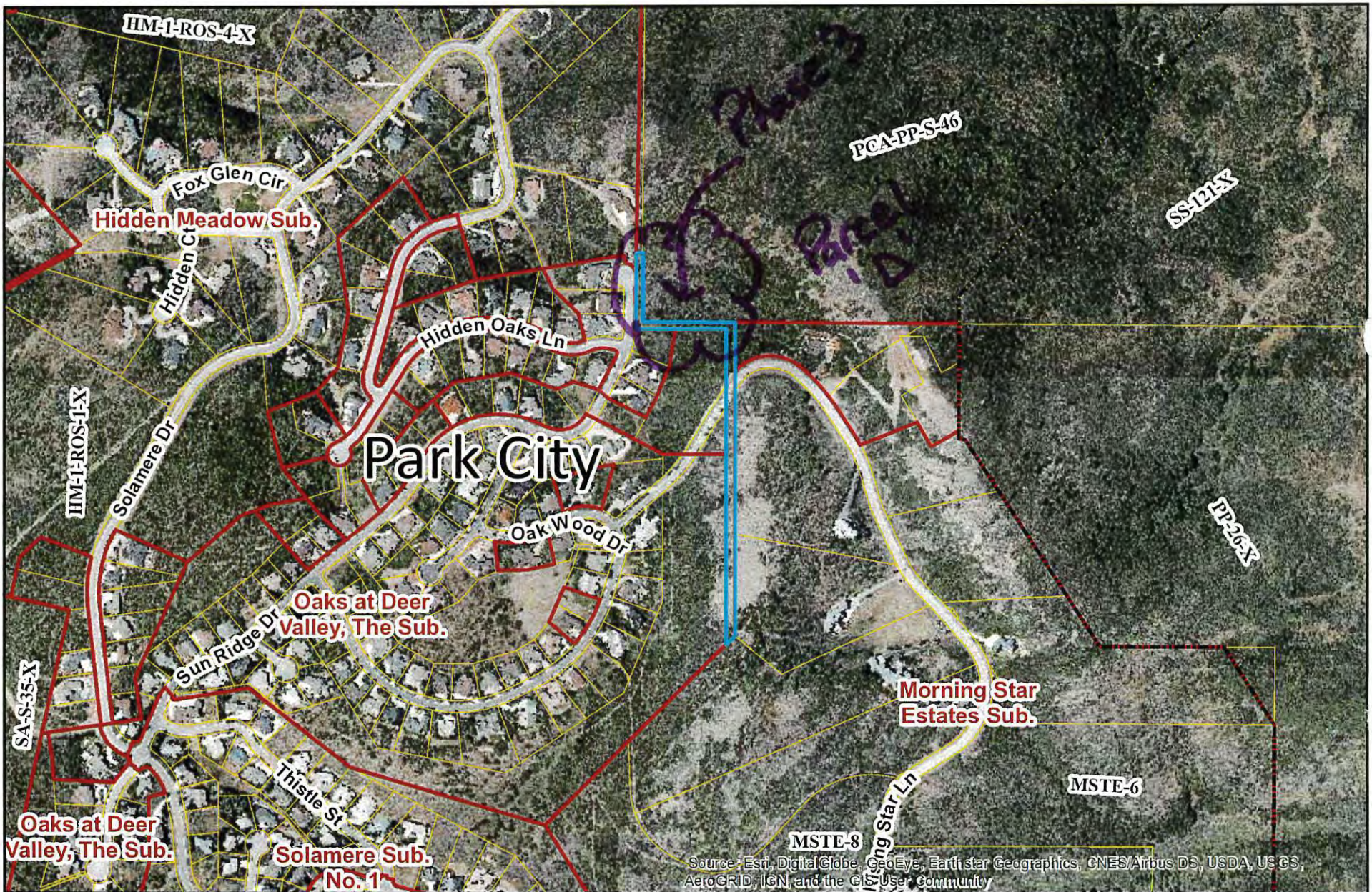
PARK CITY HEIGHTS PHASE 3
PARK CITY, SUMMIT COUNTY, UTAH
AERIAL OVERVIEW

REVISION BLOCK		DESCRIPTION
#	DATE	
1		
2		
3		
4		
5		
6		
7		
8		

AERIAL OVERVIEW

Scale: 1"=60' Drawn: MEF
Date: 01/15/19 Job #: 18-425
Sheet: **1 OF 1**





Map Title

Summit County Online Parcel Reference Map

1 in = 738 feet

Printed on: 5/14/2018



This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information and data obtained from various sources, including Summit County which is not responsible for its accuracy or timeliness.







View to East



View to southeast



View to south

View to northwest



PARK CITY HEIGHTS PHASE 3

PREPARED FOR:
IVORY DEVELOPMENT
LOCATED IN:
PARK CITY, SUMMIT COUNTY, UTAH



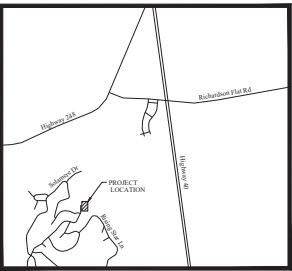
PARK CITY HEIGHTS PHASE 3
PARK CITY, SUMMIT COUNTY, UTAH
COVERSHEET

REVISION BLOCK		DATE	DESCRIPTION
1			
2			
3			
4			
5			
6			

COVERSHEET

Scale:	1"=50'	Drawn:	MTW
Date:	02/14/19	As'n:	18-425
Sheet:			C1

BENCHMARK
SOUTH EAST CORNER OF SECTION 2
TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE AND MERIDIAN
ELEV. 4663.44
DATUM: NAD83

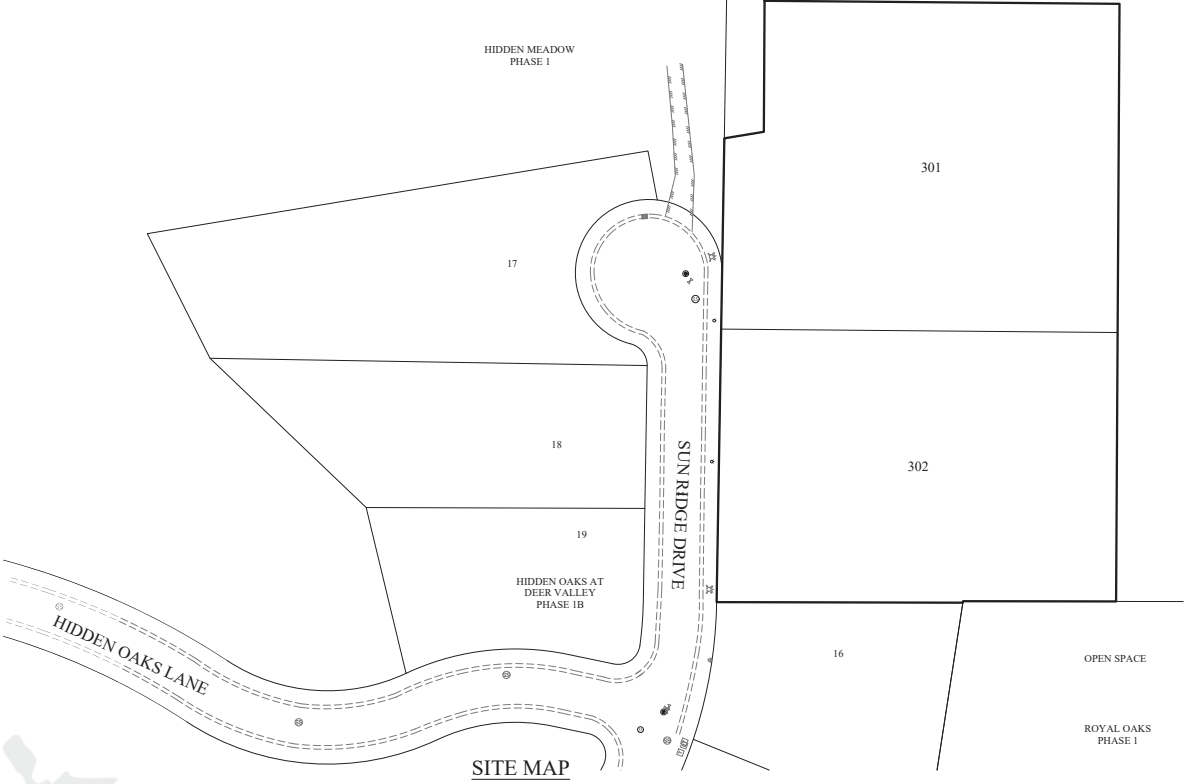


VICINITY MAP
N15

Sheet List Table	
Sheet Number	Sheet Title
C1	COVERSHEET
C2	FINAL PLAT
C3	UTILITY SHEET
PP01	LOW PRESSURE SEWER
D1	DETAILS SHEET

SEWER NOTE

CONSTRUCTION OF THE WASTEWATER SYSTEM IMPROVEMENTS SHALL CONFORM TO THE SBWRD DEVELOPMENT PROCEDURES, DESIGN STANDARDS AND CONSTRUCTION SPECIFICATIONS.



SITE MAP

GENERAL NOTES

1. CONTRACTOR TO FIELD VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION, AND REPORT ANY DISCREPANCIES TO THE ENGINEER.
2. ANY AND ALL DISCREPANCIES IN THESE PLANS ARE TO BE BROUGHT TO THE ENGINEER'S ATTENTION PRIOR TO COMMENCEMENT OF CONSTRUCTION.
3. ALL CONSTRUCTION SHALL ADHERE TO PARK CITY STANDARD PLANS AND SPECIFICATIONS.
4. ALL UTILITIES AND ROAD IMPROVEMENTS SHOWN ON THE PLANS HEREIN SHALL BE CONSTRUCTED USING REFERENCE TO SURVEY CONSTRUCTION STAKES PLACED UNDER THE SUPERVISION OF A PROFESSIONAL LICENSED SURVEYOR WITH A CURRENT LICENSE ISSUED BY THE STATE OF UTAH. ANY IMPROVEMENTS INSTALLED BY ANY OTHER VERTICAL OR HORIZONTAL REFERENCE WILL NOT BE ACCEPTED OR CERTIFIED BY THE ENGINEER OF RECORD.
5. THIS DRAWING SET IS SCALED TO BE PRINTED ON A 24" X 36" SIZE OF PAPER (ARCH. D). IF PRINTED ON A SMALLER PAPER SIZE, THE DRAWING WILL NOT BE TO SCALE AND SHOULD NOT BE USED TO SCALE MEASUREMENTS FROM THE PAPER DRAWING. ALSO USE CAUTION, AS THERE MAY BE TEXT OR DETAIL THAT MAY BE OVERLOOKED DUE TO THE SMALL SIZE OF THE DRAWING.

NOTICE

BEFORE PROCEEDING WITH THIS WORK, THE CONTRACTOR SHALL CAREFULLY CHECK AND VERIFY ALL CONDITIONS, QUANTITIES, DIMENSIONS, AND GRADE ELEVATIONS, AND SHALL REPORT ALL DISCREPANCIES TO THE ENGINEER.

ENGINEER'S NOTES TO CONTRACTOR

1. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS. IF UTILITY LINES ARE ENCOUNTERED DURING CONSTRUCTION THAT ARE NOT IDENTIFIED BY THESE PLANS, CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY.
2. CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY, THE OWNER, AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.
3. UNAUTHORIZED CHANGES & USES. THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.
4. ALL CONTOUR LINES SHOWN ON THE PLANS ARE AN INTERPRETATION BY CAD SOFTWARE OF FIELD SURVEY WORK PERFORMED BY A LICENSED SURVEYOR. DUE TO THE POTENTIAL DIFFERENCES IN INTERPRETATION OF CONTOURS BY VARIOUS TYPES OF GRADING SOFTWARE BY OTHER ENGINEERS OR CONTRACTORS, FOCUS DOES NOT GUARANTEE OR WARRANT THE ACCURACY OF SUCH LINework. FOR THIS REASON, FOCUS WILL NOT PROVIDE ANY GRADING CONTOURS IN CAD FOR ANY TYPE OF USE BY THE CONTRACTOR. SPOT ELEVATIONS AND PROFILE ELEVATIONS SHOWN IN THE DESIGN DRAWINGS GOVERN ALL DESIGN INFORMATION ILLUSTRATED ON THE APPROVED CONSTRUCTION SET. CONSTRUCTION EXPERTISE AND JUDGMENT BY THE CONTRACTOR IS ANTICIPATED BY THE ENGINEER TO COMPLETE BUILD-OUT OF THE INTENDED IMPROVEMENTS.

CONTACTS

ENGINEER & SURVEYOR
FOCUS ENGINEERING & SURVEYING, LLC
32 WEST CENTER STREET
MIDVALE, UTAH 84047
(801) 352-0075
PROJECT MANAGER: MATTHEW WANGGAARD
SURVEY MANAGER: SPENCER LLEWELLYN

OWNER/DEVELOPER
IVORY DEVELOPMENT
3340 NORTH CENTER STREET
LEHI, UTAH 84041
(801) 407-4841
CONTACT: BRAD MACKAY



LEGEND

---	BOUNDARY
---	ROW
---	CENTERLINE
---	LOT LINE
---	EASEMENT
---	12" STORM DRAIN
---	8" SANITARY SEWER
---	6" CULINARY WATER
---	6" SECONDARY WATER
---	CONTOUR MAJOR
---	CONTOUR MINOR
---	EXIST. STORM DRAIN
---	EXIST. SANITARY SEWER
---	EXIST. CULINARY WATER
---	EXIST. FENCE
---	EXIST. CONTOUR MAJOR
---	EXIST. CONTOUR MINOR
---	NON
---	STREET LIGHT
---	SD INLET, AND (COMB)
---	SEWER MANHOLE
---	VALVE, TEE & BEND
---	WATER BELOW OFF
---	PIPE HYDRANT
---	STREET MONUMENT (TO BE SET)
---	EXIST. STREET MONUMENT
---	EXIST. SD INLET & MH
---	EXIST. SEWER MH
---	EXIST. VALVE, TEE, & BEND
---	EXIST. PIPE HYDRANT
---	SPOT ELEVATION

- SEWER NOTES**
1. INSTALL ROOT PROOF FRAME W/VENTED COVER AND ODOR CONTROL UNIT PER SBRW DETAIL MH-04 AND APPLY MANHOLE INTERIOR COATING TO ALL INTERIOR CONCRETE SURFACES ON SSMH #302.
 - 1A. INSTALL ROOT PROOF FRAME PER SBRW DETAIL UP-01 ON SSMH #304.
 2. LOW PRESSURE PUMPS ARE REQUIRED ON LOTS 301 AND 302.
 3. ALL SEWER LATERALS ARE TO MAINTAIN A 1.5' VERTICAL SEPARATION FROM THE WATER LATERALS AND MAINS.
 4. ALL LOW PRESSURE SEWER LATERALS SHALL BE CONSTRUCTED OF SDR-11 HDPE PER DETAIL UP-04 ON SHEET D1.
 5. HOPE LINE MUST HAVE INTERIOR GREEN IDENTIFICATION STRIPS.
 6. ALL SEWER LATERALS ARE TO MAINTAIN A 30" HORIZONTAL SEPARATION FROM CULINARY WATER.
 7. WATERWATER FLOW IN THE EXISTING SYSTEM SHALL BE MAINTAINED AT ALL TIMES. BYPASS PUMPING AND THE INSTALLATION OF BYPASS ROUTING MUST BE APPROVED BY SBRW. THERE ARE THREE ACTIVE CONNECTIONS UPSTREAM OF SSMH #301.

- GRADING AND DRAINAGE NOTES**
1. NO CHANGES TO THE GRADING AND DRAINAGE ARE REQUIRED FOR THE SUBDIVISION OF THESE TWO LOTS.
 2. THE ROADWAY THAT PROVIDES ACCESS TO THESE LOTS IS ALREADY CONSTRUCTED.
 3. NO GRADING OR DRAINAGE DESIGN IS INVOLVED WITH THESE PLANS.
 4. GRADING AND DRAINAGE DESIGN FOR EACH LOT WILL BE REQUIRED AT THE TIME A BUILDING PERMIT IS REQUESTED FROM THE CITY.



PARK CITY HEIGHTS PHASE 3
PARK CITY, SUMMIT COUNTY, UTAH
UTILITY SHEET

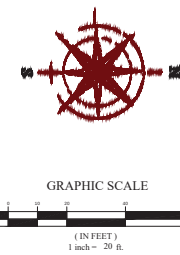
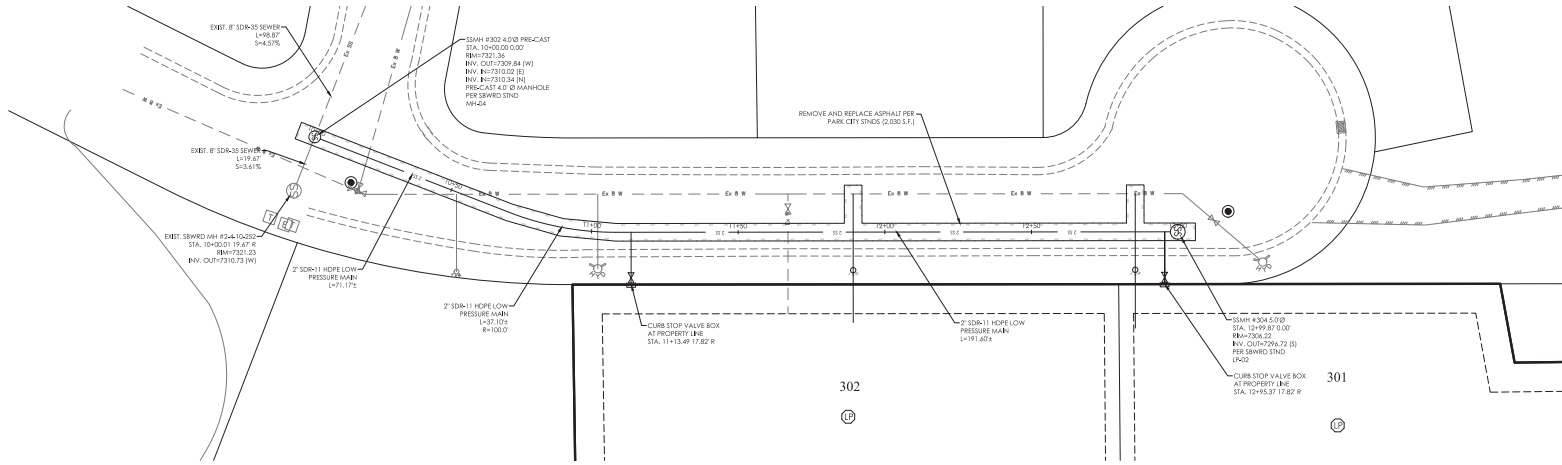
REVISION BLOCK

#	DATE	DESCRIPTION
1		
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UTILITY SHEET

Scale:	1"=40'	Drawn:	MEFW
Date:	12/14/19	Sub P:	18-425
Sheet:			
			C3

T:_SBR\18425PARK CITY Heights Phase 3.dwg 18-425.dwg (18425PARK CITY Heights Phase 3.dwg) 12/14/2019 10:40:00 AM



SEWER NOTES

1. INSTALL PROPE PROOF FRAME W/VENTED COVER AND ODOOR CONTROL UNIT PER SBWD DETAIL MH-04 AND APPLY MANHOLE INTERIOR COATING TO ALL INTERIOR CONCRETE SURFACES ON SSMH #302
- 1.A. INSTALL PROPE PROOF FRAME PER SBWD DETAIL LP-02 ON SSMH #304
2. (LP) LOW PRESSURE PUMPS ARE REQUIRED ON LOTS 301 AND 302.
3. ALL SEWER LATERALS ARE TO MAINTAIN A 1.5' VERTICAL SEPARATION FROM THE WATER LATERALS AND MAINS.
4. ALL LOW PRESSURE SEWER LATERALS SHALL BE CONSTRUCTED OF SDR-11 HDPE PER DETAIL LP-04 ON SHEET D1.
5. HDPE LINE MUST HAVE INTEGRAL GREEN IDENTIFICATION TIPS.
6. ALL SEWER LATERALS ARE TO MAINTAIN A 12" HORIZONTAL SEPARATION FROM CULINARY WATER.
7. WASTEWATER FLOWS IN THE EXISTING SYSTEM SHALL BE MAINTAINED AT ALL TIMES. SPILLAGE PUMPING AND THE INSTALLATION OF BYPASS ROUTING MUST BE APPROVED BY SBWD. THERE ARE THREE ACTIVE CONNECTIONS (W/STAMP OF SBWD #302).

LOW PRESSURE SEWER PLAN

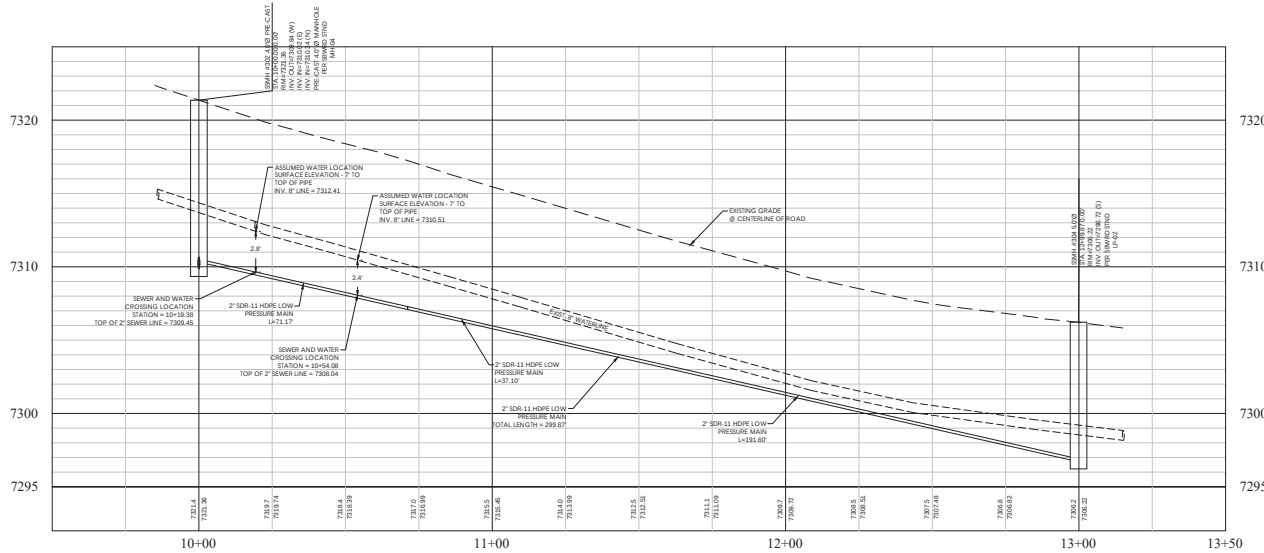
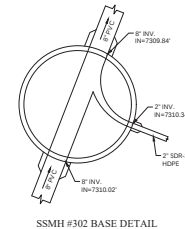
Sewer Lateral Table - PP01													
Lot	Pipe Size	Pipe Type	Station at Wye	Invert 1' above the wye	Invert at Building	Length to Invert at Building	Slope	Lowest Building Floor Elev.	Ejector Pump	Difference in Depth from Invert to BOF	Elevation at top of pipe at WYE	Lot	Bottom of Footing Elevation
301	1-1/4"	HDPE	12+95.37	N/A	N/A	37.82	N/A	N/A	N/A	N/A	N/A	301	N/A
302	1-1/4"	HDPE	11+13.49	N/A	N/A	37.82	N/A	N/A	N/A	N/A	N/A	302	N/A

LEGEND

- BOUNDARY
 - ROW
 - CENTERLINE
 - LOT LINE
 - EASEMENT
 - 12" STORM DRAIN
 - 8" SANITARY SEWER
 - 8" CULINARY WATER
 - 8" SECONDARY WATER
 - CONTOUR MAJOR
 - CONTOUR MINOR
 - EXIST. SYSTM DRAIN
 - EXIST. SANITARY SEWER
 - EXIST. CULINARY WATER
 - EXIST. FENCE
 - EXIST. CONTOUR MAJOR
 - EXIST. CONTOUR MINOR
- SIGN
 STREET LIGHT
 SD MBL INLET AND COMBO
 SEWER MANHOLE
 VALVE, TIE & BEND
 WATER BLOW-OFF
 FIRE HYDRANT
 STREET MONUMENT (TO BE SET)
 EXIST. STREET MONUMENT
 EXIST. SD INLET & MH
 EXIST. SEWER MH
 EXIST. VALVE, TIE, & BEND
 EXIST. FIRE HYDRANT
 SPOT ELEVATION

BENCHMARK

SOUTH EAST CORNER OF SECTION 2
TOWNSHIP 2 SOUTH RANGE 4 EAST
SALT LAKE BASIN AND MERIDIAN
ELEV. 6603.44
DATUM NAVD83



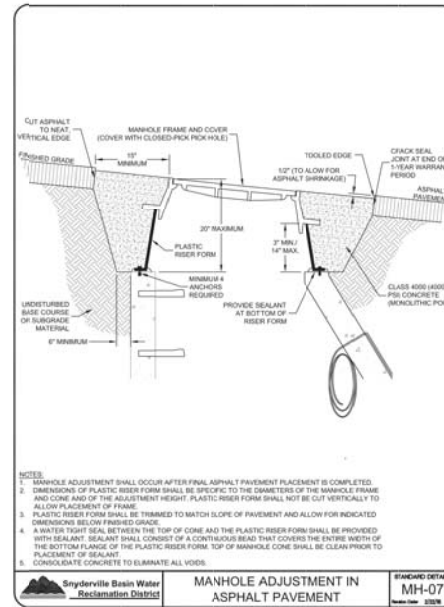
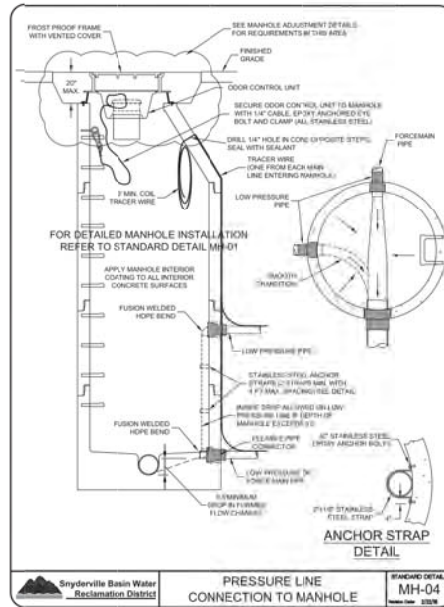
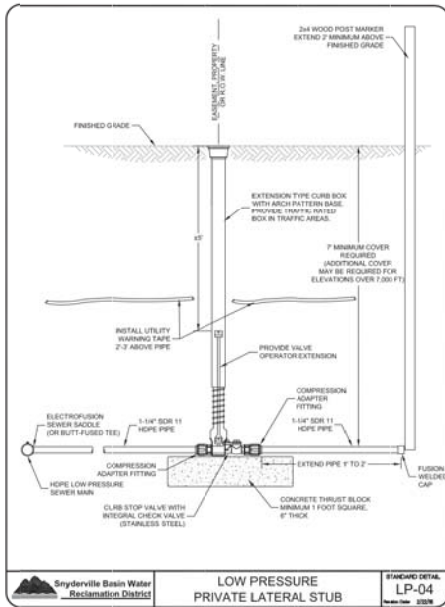
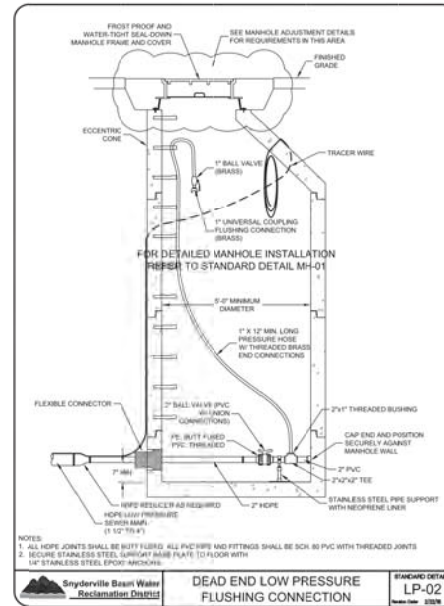
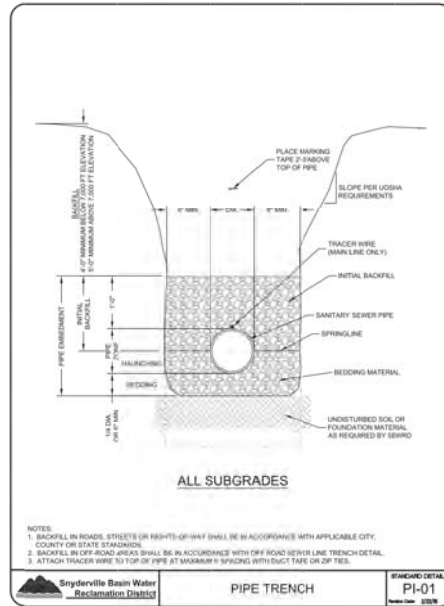
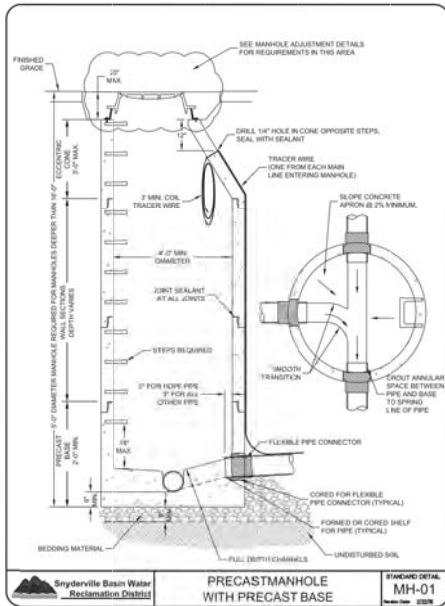
LOW PRESSURE SEWER PROFILE

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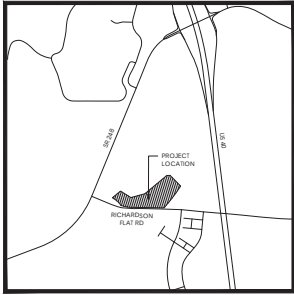
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Trails Plan Goals & Objectives:

Trails and Open Space Department has worked closely with Planning staff and the developer to provide trail related opportunities for the public and consistent with PC Heights planning approvals. Timing associated with these improvements is being coordinated by the Trails and Open Space Department to ensure that the improvements are made in a timely manner but also with safety and access issues associated with an active construction zone are taking into account. Below staff has outlined those objectives and provided an image noting the conceptual alignments/locations of each.

- Provide safe, efficient connections from development into the existing trail system. (connections from streets, cul de sacs, parks, rail trail, internal pathways)
 - As noted in the design below, trail connections will be required that provide efficient and safe access from the development onto the trail system. This will limit the number of vehicular trips residents must make to access the system.
- Extend Lost Prospector across development and onto Clark Ranch.
 - The Lost Prospector trail currently ends near Fox Tail Trail. The trail is proposed to continue at a similar grade across the property and provide access onto the City-owned Clark ranch parcel to the southeast.
- Provide 3 connections to/from development & Lost Prospector connection.
 - These connections provide the opportunity to create directional use for the system which may reduce user conflicts.
- Provide connection into Hidden Meadows subdivision trail system.
 - Extending a connection to the south into the Hidden Meadow Subdivision and subsequent access for that neighborhood.
- Provide connections to south/Wasatch County trail system.
 - Paved connections to the southeast provide for future connections to Wasatch County.
- Richardson Flat separated path.
 - A much needed separated pathway and boardwalk system is currently under design by the developer and in coordination with several City Departments.
- Internal pathways and sidewalks
 - Promoting walkability initiatives and connections to/from the development.
- Richardson Flat trail easement (East side of Rail Trail).
 - Providing an appropriate pathway easement for future connections along Richardson Flat road and the Park and Ride.

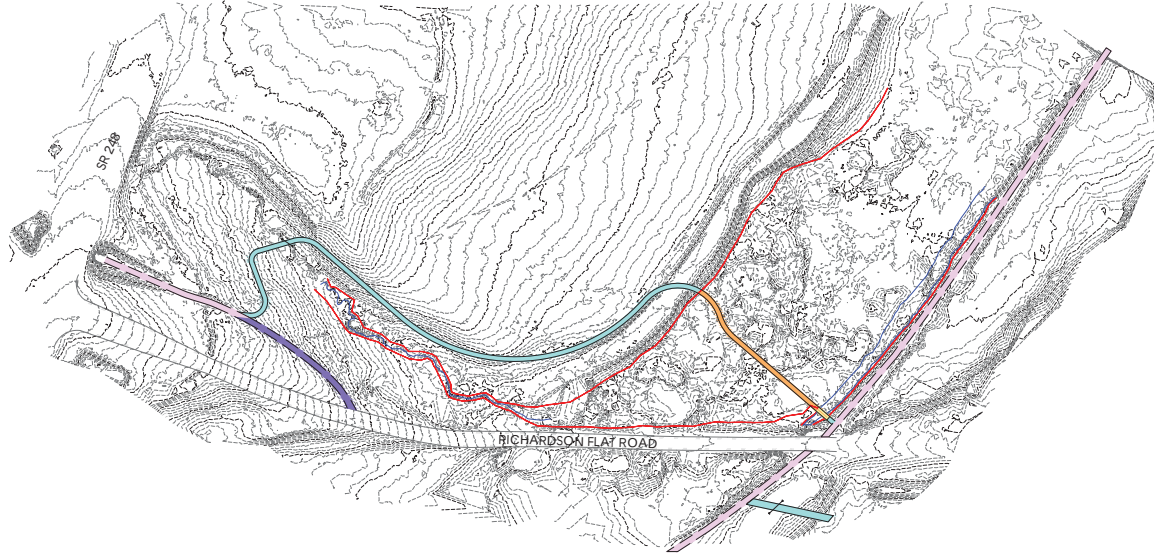




VICINITY MAP
R15

SILVER CREEK TRAIL

PREPARED FOR:
IVORY DEVELOPMENT
LOCATED IN:
PARK CITY, SUMMIT COUNTY, UTAH



SITE MAP

GENERAL NOTES

1. CONTRACTOR TO FIELD VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION, AND REPORT ANY DISCREPANCIES TO THE ENGINEER.
2. ANY AND ALL DISCREPANCIES IN THESE PLANS ARE TO BE BROUGHT TO THE ENGINEER'S ATTENTION PRIOR TO COMMENCEMENT OF CONSTRUCTION.
3. ALL CONSTRUCTION SHALL ADHERE TO PARK CITY STANDARD PLANS AND SPECIFICATIONS.
4. ALL UTILITIES AND ROAD IMPROVEMENTS SHOWN ON THE PLANS HEREIN SHALL BE CONSTRUCTED USING REFERENCE TO SURVEY CONSTRUCTION STAKES PLACED UNDER THE SUPERVISION OF A PROFESSIONAL LICENSED SURVEYOR WITH A CURRENT LICENSE ISSUED BY THE STATE OF UTAH. ANY IMPROVEMENTS INSTALLED BY ANY OTHER VERTICAL OR HORIZONTAL REFERENCE WILL NOT BE ACCEPTED OR CERTIFIED BY THE ENGINEER OF RECORD.
5. THIS DRAWING SET IS SCALED TO BE PRINTED ON A 24" X 36" SIZE OF PAPER (ARCH. D), IF PRINTED ON A SMALLER PAPER SIZE, THE DRAWING WILL NOT BE TO SCALE AND SHOULD NOT BE USED TO SCALE MEASUREMENTS FROM THE PAPER DRAWING. ALSO USE CAUTION, AS THERE MAY BE TEXT OR DETAIL THAT MAY BE OVERLOOKED DUE TO THE SMALL SIZE OF THE DRAWING.

NOTICE

BEFORE PROCEEDING WITH THIS WORK, THE CONTRACTOR SHALL CAREFULLY CHECK AND VERIFY ALL CONDITIONS, QUANTITIES, DIMENSIONS, AND GRADE ELEVATIONS, AND SHALL REPORT ALL DISCREPANCIES TO THE ENGINEER.

ENGINEER'S NOTES TO CONTRACTOR

1. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS, TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS. IF UTILITY LINES ARE ENCOUNTERED DURING CONSTRUCTION THAT ARE NOT IDENTIFIED BY THESE PLANS, CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY.
2. CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY, THE OWNER, AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.
3. UNAUTHORIZED CHANGES & USES: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.
4. ALL CONTOUR LINES SHOWN ON THE PLANS ARE AN INTERPRETATION BY CAD SOFTWARE OF FIELD SURVEY WORK PERFORMED BY A LICENSED SURVEYOR. DUE TO THE POTENTIAL DIFFERENCES IN INTERPRETATION OF CONTOURS BY VARIOUS TYPES OF GRADING SOFTWARE BY OTHER ENGINEERS OR CONTRACTORS, FOCUS DOES NOT GUARANTEE OR WARRANT THE ACCURACY OF SUCH LINEWORK. FOR THIS REASON, FOCUS WILL NOT PROVIDE ANY GRADING CONTOURS IN CAD FOR ANY TYPE OF USE BY THE CONTRACTOR. SPOT ELEVATIONS AND PROFILE ELEVATIONS SHOWN IN THE DESIGN DRAWINGS GOVERN ALL DESIGN INFORMATION ILLUSTRATED ON THE APPROVED CONSTRUCTION SET. CONSTRUCTION EXPERTISE AND JUDGMENT BY THE CONTRACTOR IS ANTICIPATED BY THE ENGINEER TO COMPLETE BUILD-OUT OF THE INTENDED IMPROVEMENTS.

CONTACTS

ENGINEER & SURVEYOR
FOCUS ENGINEERING & SURVEYING, LLC
32 WEST CENTER STREET
MIDVALE, UTAH 84047
(801) 352-0075
PROJECT MANAGER: TOM ROMNEY
SURVEY MANAGER: SPENCER LLEWELLYN

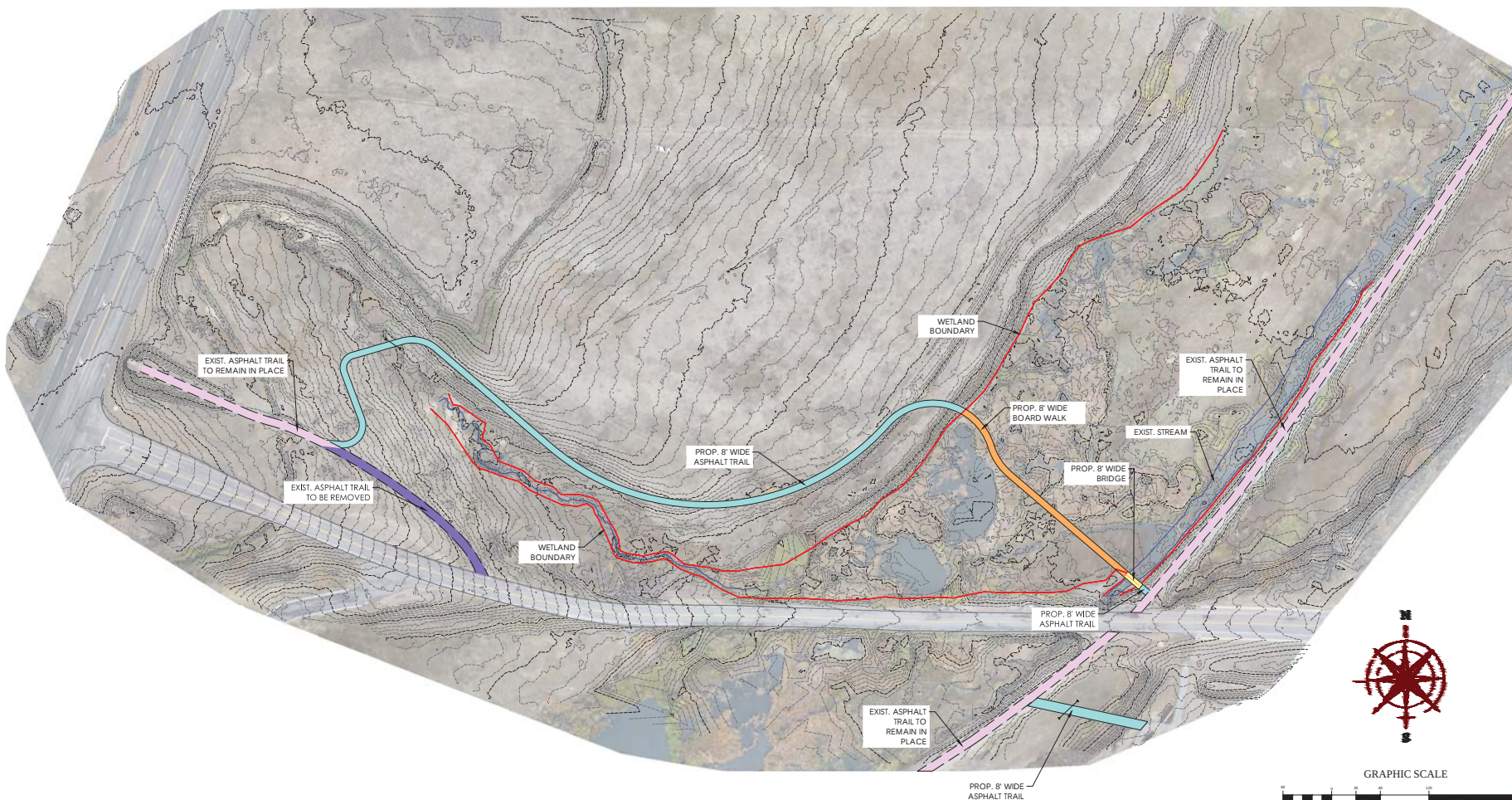
OWNER/DEVELOPER
IVORY DEVELOPMENT
3340 NORTH CENTER STREET
LEHI, UTAH 84043
(801) 407-6841
CONTACT: BRAD MACKAY



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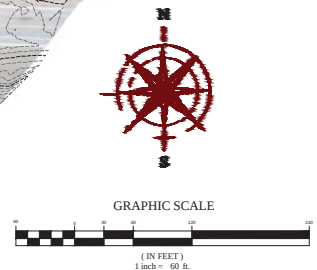
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LEGEND

	WETLAND AREA
	PROPOSED 8' WIDE ASPHALT TRAIL
	EXISTING ASPHALT TRAIL TO REMAIN IN PLACE
	EXISTING ASPHALT TRAIL TO BE REMOVED
	PROPOSED 8' WIDE BOARDWALK
	PROPOSED 8' WIDE BOARDWALK BRIDGE



SILVER CREEK TRAIL

PARK CITY, SUMMIT COUNTY, UTAH

TRAIL OVERALL PLAN

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TRAIL OVERALL PLAN	
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Council Agenda Item Report

Meeting Date: March 21, 2019

Submitted by: Kirsten Whetstone

Submitting Department: Planning

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve Ordinance 2019-13, an Ordinance Approving the Parkview Condominiums First Amendment to the First Amended and Restated Condominium Plat Amending Units 25 and 27, Located at 2212 and 2208 Jupiter View Drive
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Parkview Condo Plat Staff Report and Ordinance](#)

[Parkview Condo Exhibits](#)

City Council Staff Report



Subject: Parkview Condominiums
Author: Kirsten A Whetstone, MS, AICP, Senior Planner
Date: March 21, 2019
Type of Item: Legislative - Plat Amendment

Project Number:	PL-18-03776
Applicant:	Derek A. Howard on behalf of the Parkview Condominiums Home Owners Association and owners of Units 25 and 27.
Location:	2208 (Unit 27) and 2212 (Unit 25) Jupiter View Drive
Zoning:	Residential Development Medium (RDM)
Adjacent Land Uses:	Residential condominiums and single family houses, Peaks hotel, open space, Fire Station, a City Park and trail
Reason for Review:	Plat Amendments require Planning Commission review and City Council approval.

Summary Recommendation

Staff recommends the Council hold a public hearing for the First Amendment to the First Amended and Restated Parkview Condominiums plat, amending Units 25 and 27, and consider approving the plat amendment based on the Findings of Fact, Conclusions of Law and Conditions of Approval as found in the Ordinance.

Proposal

The applicant is requesting an amendment to the First Amended and Restated Parkview Condominiums plat (Exhibit A) for the purpose of allowing portions of limited common rear deck area to be enclosed as private area (Exhibit B), similar to what was approved for Units 6-18 and Unit 22 with the First Amended and Restated plat. The plat amendment includes the following:

- Converting 325 sf of limited common deck area to private area for Unit 25.
- Converting 276 sf of limited common deck area to private area for Unit 27.
- No increase in the number of units or required parking spaces.
- No deck extensions or additions that encroach into the revised delineated wetland area buffer new deck areas are proposed.
- No construction within or changes to the natural open space area adjacent to McLeod Creek are proposed.
- Required fifty-foot (50') setback, between the delineated wetland high water mark of McLeod Creek and any structure, is maintained.
- No new structures are proposed within the fifty-foot (50') setback area.
- Conditions of approval of the Parkview Condominiums small scale MPD and the First Amended and Restated Parkview Condominium plat continue to apply; including conditions related to stairs, landings and allowed use of the open space areas.

- A 10' public utility easement is dedicated adjacent to the edge of pavement within the 40' access easement.
- A 10' public snow storage easement is dedicated along Holiday Ranch Loop Road, a public street.
- A 12.5' public trail easement for an existing public trail along the south property line is dedicated with this plat.

Timeline

December 17, 1984 – City Council approved the Parkview Subdivision plat that was recorded at Summit County on December 18, 1984 (Exhibit C).

October 9, 1996 – Planning Commission approved the Parkview MPD for 36 townhomes in twelve buildings of three units each on the 5.237 acre Lot 2 (Exhibit D).

February 7, 1997 – City Council approved the Parkview Condominiums plat for 36 units and the plat was recorded at Summit County on February 11, 1997.

May 30, 2013 – City Council approved the First Amended and Restated Parkview Condominiums plat (amending twenty-four (24) of the thirty-six (36) units) to allow rear deck extensions to the 50' setback line, as well as rear deck enclosures (Exhibits E [and F link to CC 5.30.13 Staff report and Exhibits](#) page155). The plat was recorded at Summit County on July 28, 2015 and the Parkview Condominiums plat from 1997 was retired by Summit County. The First Amended and Restated Parkview Condominiums plat is now the official plat for these units and this plat is the First Amendment to that plat.

June 2015 – Building permit for deck extension for 2212 Jupiter View was issued as allowed by the First Amended and Restated plat. It has since expired.

April 2018 – Building permit for a deck extension for 2208 Jupiter View was issued for construction of a rear deck extension as allowed by the First Amended and Restated plat.

July 9, 2018 – HOA and six owners submitted a complete application for a Second Amended plat, requesting conversion of limited common area to private area for six (6) units (Units 25, 27, 32, 34, 35, and 36).

August 1, 2018 – Applicant requested the application be put on hold in order to make revisions to the plat.

November 20, 2018 – Applicant submitted a revised plat removing Unit 36 from the application due to setback issues.

January 30, 2019 – Applicant submitted a further revised plat amending the application to propose changes only to Units 25 and 27. A revised title report, property owner mailing list, and other documents (Exhibits G and H) were submitted and the application was complete on January 30, 2019.

February 27, 2019 – Planning Commission conducted a public hearing and voted unanimously to forward a positive recommendation to City Council. There was no public input presented at the hearing.

Background

Parkview Condominiums were approved as a small scale Master Planned Development (MPD) consisting of 36 townhome units on a 5.237 acre Lot 2 of the Parkview Subdivision (see Timeline above for dates and additional information). The “Radisson

Hotel” (now known as the Peaks Hotel), is situated on Lot 1 of the same Subdivision. Jupiter View Drive, a shared private access easement, provides access to both the condominiums and the hotel property from Holiday Ranch Loop Road, a city street.

A fifty-foot (50') setback between the delineated wetland high water mark of the McLeod Creek wetland area and units was provided with the approved site plan and initial condominium plat. Developers of the Parkview Condominiums were required to make improvements to the setback area, in terms of cleaning up debris and removing existing mounds. This work was done. Dedication and construction of a trail on the east side of the creek was also required and completed.

In 2007, a letter of Map Amendment (LOMA) was issued by Federal Emergency Management Agency (FEMA). The LOMA adjusted the flood map for the Parkview property to remove everything outside of a new floodplain delineation line to “Zone X”, which is a non-flood hazard area, and classified all of property contained within the creek and the meander corridor as “Zone C”.

In 2009, the Parkview HOA hired IHI Engineering to re-delineate the wetlands, with approval by the Army Corps of Engineers (Corps), who oversees wetland designations and necessary permitting (404 permits) for encroachments into wetland areas. The delineation moved the designated wetland line back towards the creek by upwards of ten feet (10') in some locations and modified the 50' setback line.

In 2011, the HOA and various owners submitted preliminary designs for expansion of elevated rear decks that could potentially be enlarged and extended to the new wetland area buffer. At that time staff informed the owners that because the old fifty-foot (50') high water mark was recorded on the plat, an amendment to the plat would be necessary to document the revised high water mark location and also to identify any changes requested to common, limited common and private areas.



McLeod Creek - Typical Spring Run-off

In 2013, the HOA submitted a request for a First Amended and Restated Parkview Condominiums plat. The amended plat approved rear deck extensions for Units 4-27 (all units backing to the wetland area) varying from 9 to 21 feet. Units 6-18 and Unit 22 were also approved for additions over a portion of the elevated limited common area decks. The First Amended and Restated plat allowed rear access from the elevated

decks to the open space area via stairways with conditions and restrictions on the landing areas.

Purpose

The purpose of the Residential Development Medium Density (RDM) District is found at the following link: [LMC Section 15-2.14 RDM District](#)

Analysis

Density/Floor Area

Original approval was for 36 units on 5.237 acres and was stated as 6.87 units per acre. Approved density was expressed in terms of units per acre, as opposed to total unit equivalents (UE) or floor area. The proposed plat seeks to convert 325 sf of limited common deck area to private area for Unit 25 and 276 sf of limited common deck area to private area for Unit 27. No increase in the number of units is proposed.

Parking

The MPD required two parking spaces per unit, based on the number of units and floor area (72 spaces required). There are ninety-six (96) parking spaces on site, fifty-nine (59) are enclosed parking spaces (a 60th garage is a common storage garage), thirteen (13) are tandem spaces on private driveways, and twenty-four (24) are exterior common (guest) spaces. Proposed changes to floor area do not increase parking requirements for the units or the overall development.

Open Space

Original approval indicated that sixty percent (60%) open space was required and seventy-five percent (75.04%) or approximately 3.93 acres (171,191 sf) was provided. Deck extensions and the rear additions permitted with the First Amended plat represent a reduction in open space from 75% to 71%. Upper level decks are not included as open space; therefore enclosing existing deck area for Units 25 and 27 does not change the open space calculation.

As originally conditioned, the open space area remains as common open space with limited use for passive recreation activities. Hot tubs and other amenities are to remain on the elevated decks, with open space areas to remain free of structures other than the stairways and limited landings, as conditioned.

Building Height and Setbacks

The MPD did not grant any height increases over the RDM zone height. No building height exceptions are requested. Additions that back to the wetland buffer do not extend beyond the existing decks and do maintain existing side and rear setbacks.

Natural Area Restrictions and Landscape Plan Requirements

Staff recommends a condition of approval that a landscape plan shall be submitted with all building permits. The landscape plan shall identify existing significant vegetation/trees within the Limits of Disturbance area and shall describe how areas of disturbance will be landscaped following construction to maintain the character of the

natural open space area. Additions to Units 25 and 27 are enclosures of portions of existing elevated decks therefore limited disruption of existing vegetation is anticipated.

Good Cause

Staff finds good cause for the proposed plat amendment as the proposed deck enclosures are in substantial compliance with the approved Parkview small scale MPD and consistent with the Land Management Code and State Condominium Act. Proposed deck enclosures are consistent with those permitted with the First Amended and Restated plat for Units 6-18 and 22. A 12.5' wide public bike and pedestrian access easement is dedicated with this plat along the south property line, consistent with the City's Trails Master Plan. A 10' wide public snow storage easement is dedicated along Holiday Ranch Loop Road and 10' wide non-exclusive snow storage, utility and access easement is dedicated adjacent to the eastern edge of Jupiter View Drive. Staff finds that the plat will not cause undo harm to adjacent properties.

Process

Approval of this application by the City Council constitutes Final Action that may be appealed following procedures found in LMC 1-18. Building Permits for construction of additions may not be issued until the plat is recorded at Summit County.

Department Review

This project has gone through an interdepartmental review. No further issues were brought up at that time.

Notice

On February 13, 2019, the property was posted and notice was mailed to property owners within 300 feet in accordance with the requirements in the LMC. On February 9, 2019, legal notice was published in the Park Record and on the Utah Public Notice web site in accordance with requirements of the LMC.

Public Input

No public input has been received by the date of this report.

Alternatives

- City Council may approve the First Amendment to the First Amended and Restated Parkview Condominiums plat as conditioned or amended; or
- City Council may deny the First Amendment to the First Amended and Restated Parkview Condominiums plat and direct staff to make Findings for this decision; or
- City Council may continue the item to a date certain and request additional information necessary to take final action.

Significant Impacts

There are no significant fiscal or unmitigated environmental impacts from this application as conditioned. Building permits for the requested additions cannot be issued until the plat is approved and recorded, as the area of proposed additions is currently designated as limited common area.

Recommendation

Staff recommends City Council holds a public hearing for the First Amendment to the First Amended and Restated Parkview Condominiums plat, amending Units 25 and 27, and consider approving the plat amendment pursuant to the Findings of Fact, Conclusions of Law and Conditions of Approval as found in the Ordinance.

Exhibits

Ordinance

Exhibit A – Proposed First Amendment to the First Amended and Restated Parkview Condominiums plat

Exhibit B – Applicant's scope of work, existing and proposed floor plans

Exhibit C – Parkview Subdivision plat

Exhibit D – Parkview MPD action letter

Exhibit E – First Amended and Restated Parkview Condominium plat/Ordinance- only pages pertaining to Units 25 and 27

Exhibit F – [link to Council packet for approved First Amended and Restated plat](#) (starts on page 155)

Exhibit G – Aerial photo

Exhibit H – Site photos

Ordinance No. 2019-13

AN ORDINANCE APPROVING THE PARKVIEW CONDOMINIUMS FIRST AMENDMENT TO THE FIRST AMENDED AND RESTATED CONDOMINIUM PLAT AMENDING UNITS 25 AND 27, LOCATED AT 2212 AND 2208 JUPITER VIEW DRIVE, PARK CITY, UTAH

WHEREAS, owners of property located at 2208 and 2212 Jupiter View Drive and the Parkview Condominiums Home Owners Association, petitioned the City Council for approval of a plat amendment known as the First Amendment to the First Amended and Restated Parkview Condominiums plat, amending Units 25 and 27; and

WHEREAS, on February 13, 2019, the property was posted and notice was sent to surrounding property owners according to the requirements of the Land Management Code; and

WHEREAS, on February 9, 2019, notice was published in the Park Record and the Utah Public Notice website according to requirements of the Land Management Code; and

WHEREAS, on February 27, 2019, the Planning Commission held a public hearing to receive input on the plat amendment; and

WHEREAS, on February 27, 2019, the Planning Commission forwarded a positive recommendation to the City Council; and

WHEREAS, On March 21, 2019, the City Council held a public hearing on the plat amendment; and

WHEREAS, there is good cause to approve the First Amendment to the First Amended and Restated Parkview Condominiums plat, amending Units 25 and 27, to properly reflect private, common and limited common area for proposed additions and to dedicate public trail, utility and snow storage easements in substantial compliance with the approved Parkview small scale MPD and conditions of the First Amended and Restated Parkview Condominium plat. The proposed plat amendment is consistent with the Land Management Code and State Condominium Act.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Parkview Condominiums First Amendment to the First Amended and Restated plat, amending Units 25 and 27, as shown on Exhibit A, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 2208 and 2212 Jupiter View Drive within the Residential Development- Medium (RDM) Zoning District subject to the Master Planned Development Overlay (MPD).
2. The applicant is requesting an amendment to the First Amended and Restated Parkview Condominiums plat for the purpose of allowing portions of limited common rear deck area to be enclosed as private area, similar to what was approved for Units 6-18 and Unit 22 with the First Amended and Restated plat. The plat amendment includes the following:
 - Converting 325 sf of limited common deck area to private area for Unit 25.
 - Converting 276 sf of limited common deck area to private area for Unit 27.
 - No increase in the number of units or required parking spaces.
 - Zone height and setbacks are maintained.
 - No new deck extensions or additions that encroach into the revised delineated wetland area buffer new deck areas are proposed.
 - No construction within or changes to the natural open space area adjacent to McLeod Creek are proposed.
 - Required fifty-foot (50') setback, between the delineated wetland high water mark of McLeod Creek and any structure, is maintained.
 - No new structures are proposed within the fifty-foot (50') setback area.
 - A 10' public utility easement is dedicated adjacent to the edge of pavement within the 40' access easement.
 - A 10' public snow storage easement is dedicated along Holiday Ranch Loop Road, a public street.
 - A 12.5' public trail easement for an existing public trail along the south property line is dedicated with this plat.
3. On December 17, 1984, the City Council approved the Parkview Subdivision plat that was recorded at Summit County on December 18, 1984.
4. On October 9, 1996, Planning Commission approved the Parkview small scale MPD for 36 townhome units in twelve buildings of three units each on the 5.237 acre Parkview Subdivision Lot 2.
5. On February 7, 1997, the City Council approved the Parkview Condominiums plat that was recorded at Summit County on February 11, 1997.
6. In 2007, a Letter of Map Amendment (LOMA) was issued by Federal Emergency Management Agency (FEMA). The LOMA adjusted the flood map for the Parkview property to remove everything outside of a new floodplain delineation line to "Zone X", which is a non-flood hazard area, and classified all of property contained within the creek and the meander corridor as "Zone C".
7. In 2009, the Parkview HOA hired IHI Engineering to re-delineate the wetlands, with approval by the Army Corps of Engineers (Corps), who oversees wetland designations and necessary permitting (404 permits) for encroachments into wetland areas. The delineation moved the designated wetland line back towards the creek by upwards of ten feet (10') in some locations and modified the 50' setback line.
8. On May 30, 2013, the City Council approved the First Amended and Restated Parkview Condominiums plat. The First Amended and Restated plat reflected the Army Corps of Engineers acceptance of changes to the high water mark and to

allow rear deck extensions to the 50' setback line, as well as rear deck enclosures. The plat was recorded at Summit County on July 28, 2015 and the 1997 Parkview Condominiums plat was retired by Summit County.

9. The First Amended and Restated plat allowed twenty-four (24) of the thirty-six (36) units to extend rear decks and allowed fourteen (14) of those units to expand the floor area by adding rear additions of approximately 500 square feet.
10. On January 30, 2019, a complete application for a First Amendment to the First Amended and Restated Parkview Condominiums plat was submitted to the Planning Department.
11. This First Amended plat requests conversion of limited common deck area to private area for additions to Units 25 and 27, as further described in item 2 above.
12. This First Amended plat does not include extensions of elevated decks or additional impacts to the natural open space area. Conditions related to stairs, landings and allowed use of the open space area will continue to apply.
13. The open space area remains in a natural state with grass, shrubs and trees present. It is important to maintain the natural character of this open space area. As originally conditioned, this area remains as common open space with limited use for passive recreation activities. Hot tubs and other amenities are conditioned to remain on the elevated decks, with open space areas to remain free of structures other than the stairways and limited landings.
14. Additions proposed with this First Amended plat do not encroach into the revised delineated wetland area buffer. No new deck extensions into the natural open space area adjacent to McLeod Creek are proposed.
15. The required fifty-foot (50') setback, between the delineated wetland high water mark of McLeod Creek and any structure, is maintained.
16. Original approval was for 36 units on 5.237 acres and was stated as 6.87 units per acre. Approved density was expressed in terms of units per acre, as opposed to total unit equivalents (UE) or floor area. No increase in the number of units is proposed.
17. This proposed First Amended plat does not increase density in terms of the number of units. There will still be 36 recorded condominium units.
18. The MPD required two parking spaces per unit, based on the number of units and floor area (72 spaces required). There are ninety-six (96) parking spaces on site, fifty-nine (59) are enclosed parking spaces (a 60th garage is a common storage garage), thirteen (13) are tandem spaces on private driveways, and twenty-four (24) are exterior common (guest) spaces. Current proposed changes to floor area do not increase parking requirements for the units or the overall development.
19. Original approval required sixty percent (60%) open space and seventy-five percent (75.04%), or approximately 3.93 acres (171,191 sf) was provided. Deck extensions and the rear additions permitted with the First Amended and Restated plat represent a reduction in open space from 75% to 71%. Upper level decks are not included as open space; therefore current proposal to enclose portion of existing deck area for Units 25 and 27 does not change the open space area.
20. The MPD did not grant any height increases over the RDM zone height. No building height exceptions are requested for the additions. Additions that back to the wetland buffer do not extend beyond the existing decks and maintain existing side and rear setbacks.

21. This proposed First Amended plat does not require a revised MPD as proposed changes to these units are in substantial compliance with the original approvals, consistent with approval of similar additions with the First Amended and Restated plat, no new units are proposed, no additional site work is proposed, no additional parking is required, and percentage of open space exceeds the required amount of 60%. All conditions of the Parkview small scale MPD and the First Amended and Restated Parkview Condominiums plat continue to apply.

Conclusions of Law

1. The plat amendment is consistent with the Park City Land Management Code and applicable State law regarding condominium plats.
2. The plat amendment is consistent with the Parkview Condominiums MPD and First Amended and Restated Parkview Condominiums plat
3. Neither the public nor any person will be materially injured as a result of approval of the proposed plat amendment.
4. Approval of the plat amendment, subject to the conditions stated herein, will not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval

1. City Attorney, City Engineer and City Planner review and approval of the final form and content of the amended plat for compliance with State law, the Land Management Code and these conditions of approval, is a condition precedent to recordation of the plat.
2. The applicant will record the amended plat at Summit County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat amendment will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. A plat note shall indicate that all applicable conditions of approval of the Parkview Condominiums MPD and First Amended and Restated Parkview Condominium plat shall continue to apply.
4. A plat note shall indicate that this plat is subject to Ordinance 13-17 and Ordinance 2019-XX (the Ordinance approving this plat amendment).
5. A plat note shall state that all construction will be reviewed for compliance with adopted Building Codes, the Land Management Code, the First Amended and Restated Parkview Condominium plat, including residential fire sprinklers as required by the Chief Building Official.
6. The wetlands and open space areas are permanent no-build areas, with the exception of specified and approved utility and trail installations and improvements as noted on the plat.
7. Any work in the wetland areas requires a permit issued by the US Army Corps of Engineers. All such work shall be approved by the Park City prior to commencing, as noted on the plat.
8. Any fixed construction on the subject property within the FEMA regulatory floodplain, as further described in plat note #12, shall not cause the base flood water surface elevation to increase more than one foot, as noted on the plat.

9. Open Space areas are to remain free of structures or development, with an exception only for the required gravel (or other approved non-impervious material) stairway landings, which shall not exceed the square footage minimum for each, as required by current building code (approximately 36" x 36" or 6 feet by 6 feet for side-by-side stairways), as noted on the plat. There will be no hot tubs, gazebos, barbeques, playgrounds or any structures or active recreation areas allowed within the open space area between the buildings and the creek, as noted on the plat.
10. Deck areas as shown on the amended plat are not to be converted to private living space or enclosed, unless a plat amendment is approved, nor are additional structures, etc. allowed within these or other open space areas, as noted on the plat.
11. No chemical pesticides or synthetic herbicides shall be applied to the natural area landscaping due to proximity to the creek, as noted on the plat.
12. A landscape plan shall be submitted with all building permits. The landscape plan shall identify existing significant vegetation/trees within the proposed Limits of Disturbance area of the specific building permits for expansion of Units 25 and 27, and shall describe how any areas of disturbance will be landscaped following construction to maintain the character of the natural open space area.
13. A construction mitigation plan (CMP) shall be submitted and approved by the City for compliance with the Municipal Code, LMC, and these conditions of approval prior to building permit issuance.

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

PASSED AND ADOPTED this 21st day of March, 2019.

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, MAYOR

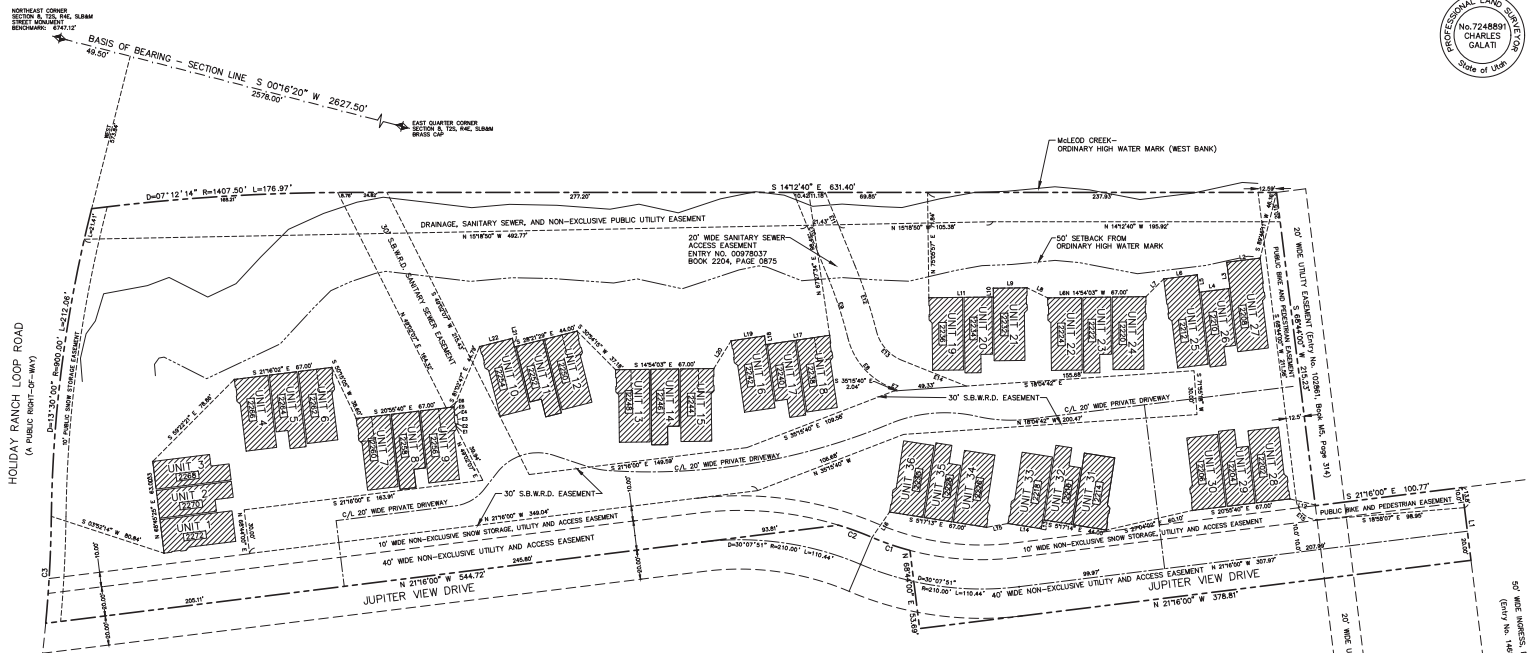
ATTEST:

Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

EXHIBIT A



SURVEYOR'S CERTIFICATE

I, Charles Galati, certify that I am a Registered Land Surveyor and that I hold License No. 154491, as prescribed by the laws of the State of Utah, and that by authority of the owners, I have prepared this Record of Survey map of PARKVIEW CONDOMINIUMS and that the same has been or will be monumented on the ground as shown on this plot. I further certify that the information on this plot is accurate.

LEGAL DESCRIPTION

All of Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, and 36, AMENDED, CONSOLIDATED & RESTATED PARKVIEW CONDOMINIUMS, a Utah Condominium Project, together with its undivided ownership interest in and to the Common Areas and Facilities of the project, as the same are identified and established in the Record of Survey map recorded February 11, 1997, as Entry No. 473038, and in the Amended, Consolidated and Restated Record of Survey Map recorded July 28, 2015, as Entry No. 1024647 and in the Declaration of Condominium of Parkview Condominiums recorded February 11, 1997, as Entry No. 473039 in Book 1026 at Page 639, and in the Amended and Restated Declaration of Condominium recorded July 28, 2015, as Entry No. 1024648 in Book 2306 at Page 664, records of Summit County, Utah.

ASSOCIATION DEDICATION AND CONSENT TO RECORD

On this _____ day of _____, 2019, Parkview Condominium Owners' Association, a Utah non-profit corporation, does hereby certify that on the 1st day of November 2017, the Board of Trustees certified that more than two-thirds of the owners of the Association voted to convert specified common areas to private ownership for the benefit of certain owners. In accordance with the Utah Condominium Ownership Act, the Association has caused this survey to be made and this Amended Record of Survey Map to be prepared and hereby consents to the recordation of this Record of Survey Map. The Association further consents to the recordation hereof with the intention that upon such recordation, the provisions of the Declaration and Utah Condominium Ownership Act shall apply to the property described herein. The Association also hereby dedicates the non-exclusive utility easements shown hereon to the use of the public in accordance with an irrevocable offer of dedication.

PARKVIEW CONDOMINIUM OWNERS' ASSOCIATION

By
Derek A. Howard, Secretary/Treasurer
Parkview Condominium Owners Association

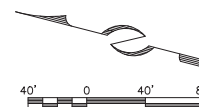
ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF SUMMIT) ss.
On this _____ day of _____, 2019, personally appeared before me, Derek A. Howard, who being by me duly sworn did say, that he is the Secretary/Treasurer of Parkview Condominium Owners' Association, a Utah non-profit corporation, and that he signed the above Owner's Dedication and Consent to Record for, on and in behalf of the unit owners of said Association, and said Secretary/Treasurer duly acknowledged that said Association executed the same.

By: _____
Notary Public
Printed Name _____
Residing in: _____
My Commission Expires: _____
My Commission No.: _____

COMMON AREA
PRIVATE OWNERSHIP
LIMITED COMMON AREA

LEGEND
S.F. REPRESENTS SQUARE FEET.
PP. REPRESENTS PERCHASE.



NOTES:

- Plans and dimensions shown on this plot were compiled from architectural drawings prepared by John C. Shirley Architect & Associates and Elliott Workgroup. No field measurements were made. Actual measurements may vary from those shown.
- Interior dimensions shown are to finished surfaces.
- All structural elements are designated as Common Areas.
- Refer to declaration of condominium for complete description of ownership.
- Benchmark: See street monument on Sheet 1 of 3 for location and elevation.
- This project is served by common sewer laterals and the ownership and maintenance responsibility of the common laterals is the responsibility of Parkview Condominiums Homeowners' Association.
- All areas indicated as Common ownership are non-exclusive utility and access easements.
- All units will include residential fire sprinklers, as required by the Chief Building Official.
- All conditions of approval for the PARKVIEW CONDOMINIUMS M.P.D. and the AMENDED, CONSOLIDATED AND RESTATED PARKVIEW CONDOMINIUMS shall continue to apply and remain in full force and effect.
- The wetlands and open space area shown are permanent no-build areas, with the exception of specified and approved utility and trail installations and improvements as indicated on this plot.
- All work in the wetland areas requires a permit issued by the U.S. Army Corps of Engineers. All such work shall be approved by the Park City Community Development Department.
- Portions of the subject property along McLeod Creek are located within the Federal Emergency Management Agency (FEMA) regulatory floodplain, the base flood water surface elevation and extent of which are determined from the Flood Insurance Study (FIS) and on the Flood Insurance Rate Map (FIRM) issued by FEMA. Any future construction on the subject property within said floodplain shall not cause the base flood water surface elevation to increase more than one foot.
- The easement platted along the west boundary line was granted with the Parkview Subdivision Plat recorded as Entry #228344 and expanded with the Parkview Condominiums Plat recorded as Entry #473038 on February 11, 1997.
- The 30' S.B.W.R.D. easement was granted to Snyderville Basin Water Reclamation District by Grant of Easement recorded as Entry #468306, Book 1071, Page 717. The easement area was expanded by the Parkview Condominiums Plat recorded as Entry #473038 on February 11, 1997.
- This plot is subject to the conditions of approval of Ordinance Nos. 13-17 and Ordinance No. 2019-_____.
- Open Space areas are to remain free of structures or development.
- There will be no hot tubs, gasbuns, barbecues, playgrounds, or any structures or active recreation areas allowed within the open space area between the buildings and the creek.
- Deck areas as shown on the plots are not to be converted to private living space or enclosed, nor are additional structures, etc. allowed within these or other open space areas.
- No pesticides or herbicides shall be applied to the natural area landscaping due to proximity to the creek.
- A landscape plan shall be submitted with all building permits. The landscape plans shall identify existing significant vegetation/trees within the Limits of Disturbance area and shall describe mitigation of any trees to be removed. The buffer of mature evergreen trees behind the units along Jupiter View Drive shall remain.

PARKVIEW CONDOMINIUMS-FIRST AMENDMENT TO THE AMENDED, CONSOLIDATED AND RESTATED-AMENDING UNITS 25 & 27

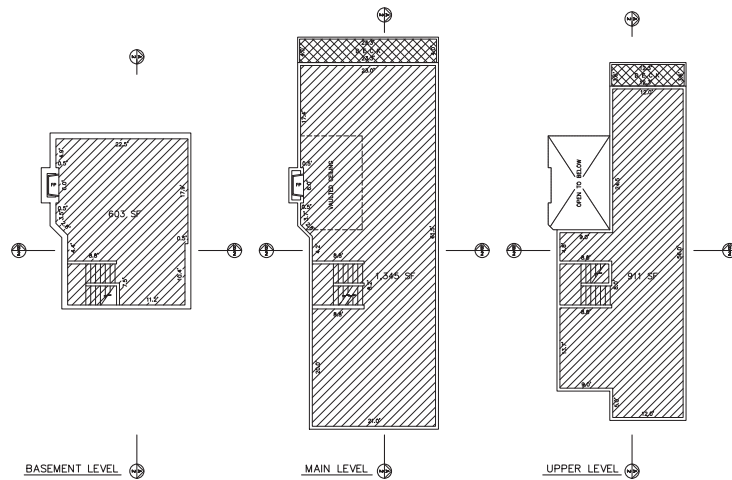
LOCATED IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASIN AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

THIS SHEET REPLACES SHEET 1 OF THE AMENDED PARKVIEW CONDOMINIUMS RECORDED JULY 28, 2015, AS ENTRY NO. 1024647

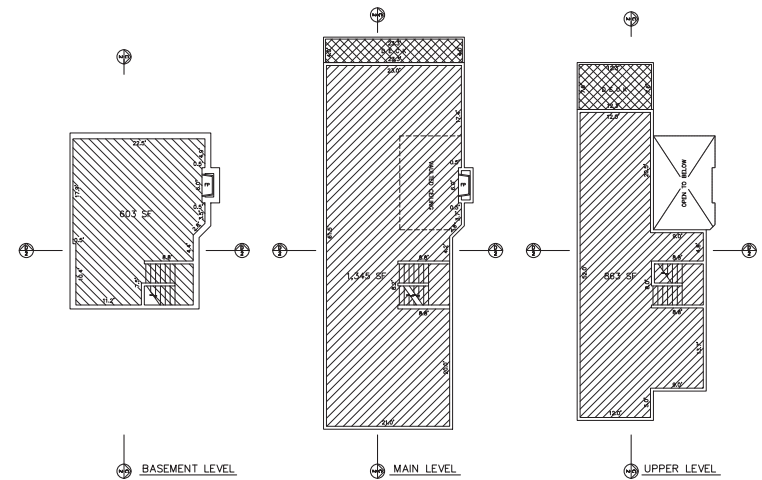
SHEET 1 OF 3

10/16/19 JOB NO.: 1-9-12 FILE: K:\ParkMeadows\dwg\en\plat2012\010912-amended.dwg

(435) 648-9487 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street, P.O. Box 2664 Park City, Utah 84060-2664	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2019 BY _____ S.B.W.R.D.	PLANNING COMMISSION APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2019 BY _____ CHAIR	ENGINEER'S CERTIFICATE I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2019 BY _____ PARK CITY ENGINEER	APPROVAL AS TO FORM APPROVED AS TO FORM THIS _____ DAY OF _____, 2019 BY _____ PARK CITY ATTORNEY	CERTIFICATE OF ATTEST I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2019 BY _____ PARK CITY RECORDER	COUNCIL APPROVAL AND ACCEPTANCE APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ OF _____, 2019 BY _____ MAYOR	RECORDED STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____ FEE _____ RECORDER TIME _____ DATE _____ ENTRY NO. _____
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UNIT 25
2,859 TOTAL SQUARE FEET

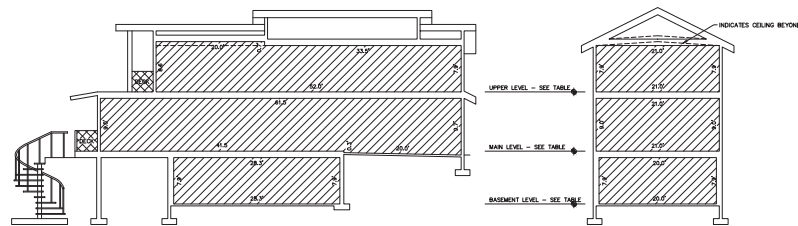


UNIT 27
2,811 TOTAL SQUARE FEET

LEGEND
S.F. REPRESENTS SQUARE FEET.
FP REPRESENTS FIREPLACE

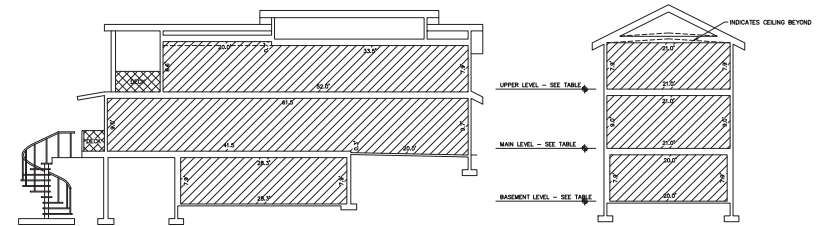
FLOOR ELEVATION TABLE

UNIT NUMBER	25	27
UPPER LEVEL	6786.7	6786.7
MAIN LEVEL	6775.7	6775.7
BASEMENT LEVEL	6766.7	6766.7



SECTION A-2

SECTION B-2



SECTION C-2

SECTION D-2

NOTES:

1. PLANS AND DIMENSIONS SHOWN ON THIS PLAN WERE COMPILED FROM ARCHITECTURAL DRAWINGS PREPARED BY JOHN C. SHIRLEY ARCHITECT AND ELLIOTT WORKGROUP ARCHITECTURE.
2. INTERIOR DIMENSIONS SHOWN ARE TO FINISHED SURFACES.
3. ALL STRUCTURAL ELEMENTS ARE DESIGNATED AS COMMON AREAS.
4. REFER TO DECLARATION OF CONDOMINIUM FOR COMPLETE DESCRIPTION OF OWNERSHIP.
5. BENCHMARK: SEE SHEET 1 FOR LOCATION AND ELEVATION.



PARKVIEW CONDOMINIUMS—FIRST AMENDMENT TO THE AMENDED, CONSOLIDATED AND RESTATED— AMENDING UNITS 25 & 27

LOCATED IN THE NORTHEAST QUARTER OF SECTION 8,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE
AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

THIS SHEET IS A SUPPLEMENT TO
SHEET 3 OF 11 OF THE AMENDED
PARKVIEW CONDOMINIUMS
RECORDED JULY 28, 2015, AS
ENTRY NO. 1024647
AND REPLACES UNITS 25 & 27

SHEET 2 OF 3

JOB NO.: 1-9-12	FILE: X:\ParkMeadows\dwg\ar\plot2012\010912_sht2-11-amended.dwg
1/30/16	
RECORDED	
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED	
AT THE REQUEST OF _____	
FEE _____	RECORDER _____
TIME _____ DATE _____	ENTRY NO. _____

OWNER'S CONSENT TO RECORD

Know all by these presents that the owner of Unit 25, and whose Unit is affected by the contents of this Second Amended Record of Survey Map of PARKVIEW CONDOMINIUMS, hereby certifies that she has caused this condominium plat to be prepared, and we, DANIELLE WHANG and BRYAN WHANG as joint tenants, do hereby consent to the recordation of this Condominium Plat.

In witness whereof the undersigned has executed this certificate and dedication this ____ day of _____, 2019.

Danielle Whang

Bryan Whang

ACKNOWLEDGMENT

STATE OF _____)
: ss.
COUNTY OF _____)

On this ____ day of _____, 2019, Danielle Whang personally appeared before me, the undersigned Notary Public in and for said state and county, who after being duly sworn, acknowledged to me that she has signed the above and foregoing Owner's Declaration and Consent to Record freely and voluntarily.

By: _____
Notary Public
Printed Name _____
Residing In: _____
My Commission Expires: _____
My Commission No.: _____

ACKNOWLEDGMENT

STATE OF _____)
: ss.
COUNTY OF _____)

On this ____ day of _____, 2019, Bryan Whang personally appeared before me, the undersigned Notary Public in and for said state and county, who after being duly sworn, acknowledged to me that he has signed the above and foregoing Owner's Declaration and Consent to Record freely and voluntarily.

By: _____
Notary Public
Printed Name _____
Residing In: _____
My Commission Expires: _____
My Commission No.: _____

OWNER'S CONSENT TO RECORD

Know all by these presents that the owner of Unit 27, and whose Unit is affected by the contents of this Second Amended Record of Survey Map of PARKVIEW CONDOMINIUMS, hereby certifies that he has caused this condominium plat to be prepared, and I, ARNOLD FRINKLEMAN, trustee or his successors in trust, under the ARNOLD FRINKLEMAN TRUST, dated November 4, 1992, and any amendments thereto, as to an undivided one-half (1/2) interest, do hereby consent to the recordation of this Condominium Plat.

In witness whereof the undersigned has executed this certificate and dedication this ____ day of _____, 2019.

Arnold Frinkleman, Trustee

ACKNOWLEDGMENT

STATE OF _____)
: ss.
COUNTY OF _____)

On this ____ day of _____, 2019, Arnold Frinkleman, personally appeared before me, the undersigned Notary Public in and for said state and county, who after being duly sworn, acknowledged to me that he is the Trustee of the ARNOLD FRINKLEMAN TRUST, dated November 4, 1992, and that he has signed the above and foregoing Owner's Declaration and Consent to Record of behalf of said Trust; that he has been duly appointed as Trustee by the Declaration of the Trust and that he has executed this document in his capacity as Trustee as the act of said Trust for the purpose set forth herein.

By: _____
Notary Public
Printed Name _____
Residing In: _____
My Commission Expires: _____
My Commission No.: _____

OWNER'S CONSENT TO RECORD

Know all by these presents that the owner of Unit 27, and whose Unit is affected by the contents of this Second Amended Record of Survey Map of PARKVIEW CONDOMINIUMS, hereby certifies that she has caused this condominium plat to be prepared, and I, MANETTE L. MANZ, trustee or her successors in trust, under the MANETTE L. MANZ TRUST, dated January 14, 2011, and any amendments thereto, as to an undivided one-half (1/2) interest, does hereby consent to the recordation of this Condominium Plat.

In witness whereof the undersigned has executed this certificate and dedication this ____ day of _____, 2019.

Manette L. Manz, Trustee

ACKNOWLEDGMENT

STATE OF _____)
: ss.
COUNTY OF _____)

On this ____ day of _____, 2019, Manette L. Manz, personally appeared before me, the undersigned Notary Public in and for said state and county, who after being duly sworn, acknowledged to me that she is the Trustee of the MANETTE L. MANZ TRUST, dated January 14, 2011, and that she has signed the above and foregoing Owner's Declaration and Consent to Record of behalf of said Trust; that she has been duly appointed as Trustee by the Declaration of the Trust and that she has executed this document in her capacity as Trustee as the act of said Trust for the purpose set forth herein.

By: _____
Notary Public
Printed Name _____
Residing In: _____
My Commission Expires: _____
My Commission No.: _____

PARKVIEW CONDOMINIUMS—FIRST AMENDMENT TO THE
AMENDED, CONSOLIDATED AND RESTATED—
AMENDING UNITS 25 & 27

LOCATED IN THE NORTHEAST QUARTER OF SECTION 8,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE
AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

SHEET 3 OF 3

1/30/19 JOB NO.: 1—9—12 FILE: X:\ParkMeadows\dwg\sr\plat2012\010912-amended.dwg

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

FEE _____ RECORDER
TIME _____ DATE _____ ENTRY NO. _____

PARKVIEW CONDOMINIUMS

To: Park City Planning Department

From: Board of Parkview Homeowners Association

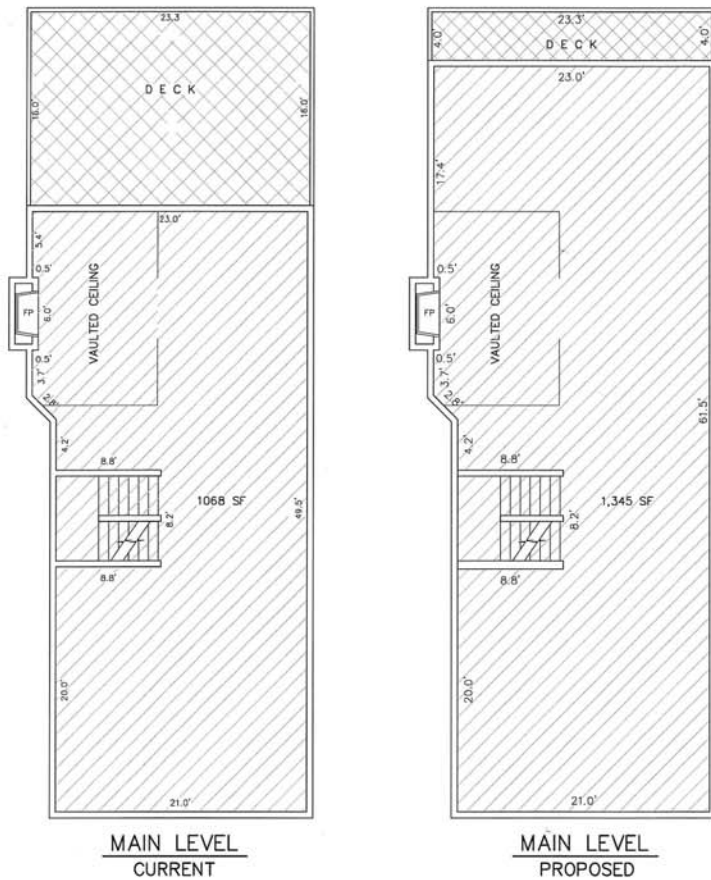
Date: January 30, 2019

Subject: Expansion of Private Space Units #25 and #27

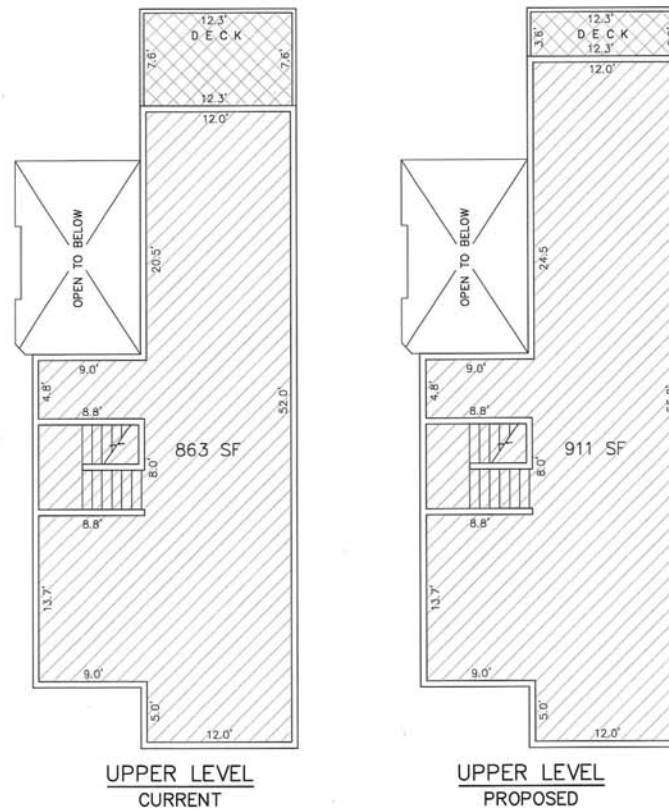
Scope of Work (Main Level): Both units wish to convert existing decks built in 2016, 23' x 16', to a 23' x 12' private space and a 23' x 4' deck.

Scope of Work (Upper Level): Only Unit #25 is proposing to add an additional 4' x 12' area now occupied by a deck. The area of the deck would be reduced by that amount with no expansion of the current deck.

Existing and Proposed for Units 25 and 27



UNIT 25 SHOWN / UNIT 27 MIRRORED



UNIT 25



PARKVIEW CONDOMINIUMS

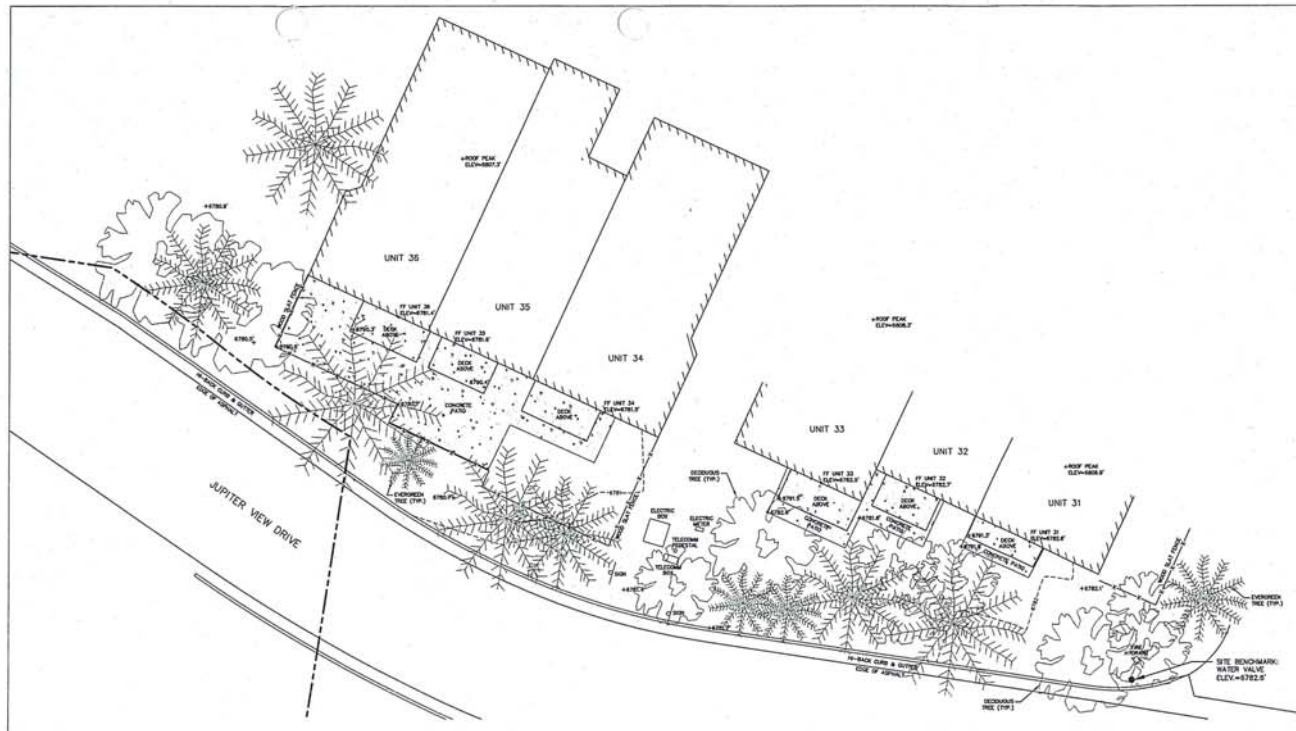
JOB# 1-9-12



12/10/18

X: \\ParkMeadows\\dwg\\srv\\plat2012\\010912_shts2-11.dwg



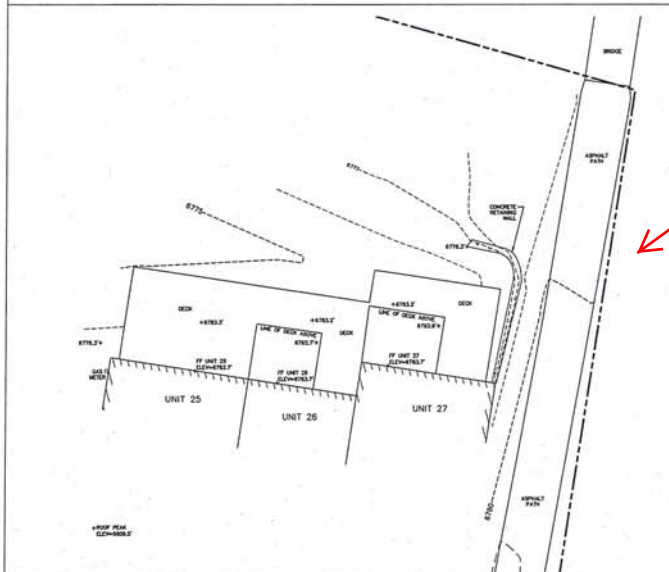


SURVEYOR'S CERTIFICATE

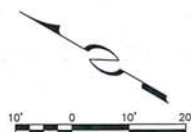
I, Charles Galati, certify that I am a Professional Land Surveyor and that I hold License No. 7248891, as prescribed by the laws of the State of Utah. I further certify that under my direct supervision a topographic/existing conditions survey has been performed on the hereon described property and that to the best of my knowledge this plat is a correct representation of said survey.

NOTES

1. Field work for this survey was completed December 12, 2017, and is in compliance with generally accepted industry standards for accuracy.
2. The architect is responsible for verifying building setbacks, zoning requirements and building heights.
3. Site Benchmark: Water Valve Elevation=6782.5' as shown.
4. A Record of Survey was not performed as part of this survey and any boundary lines shown are approximate.



Units 25 and 27



 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 102 Main Street P.O. Box 2044 Park City Utah 84060-2044	(435) 648-9487 STAFF: CHARLES GALATI MARSHALL KING RYAN BETZ	EXISTING CONDITIONS & TOPOGRAPHIC MAP PARKVIEW CONDOMINIUMS UNITS 25, 26, 27, 31, 32, 33, 34, 35, 36 FOR: PARKVIEW CONDOMINIUM OWNERS' ASSOCIATION JOB NO.: 1-8-12 FILE: X:\Park Meadows\dwg\sr\topo2012\010912.dwg	SHEET 1 OF 1
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NOTE: ANY FURTHER SUBDIVISION OF LOT 2 WHICH IS SUBJECT TO PARK CITY APPROVAL SHALL REQUIRE ONLY THE CONSENT OF THE OWNERS OF LOT 2 AND FILING OF A PLAT AFFECTING LOT 2.

BOUNDARY DESCRIPTION

Beginning at a point which is South 0° 16' 20" West 49.50 feet along a section line and West 573.84 feet from the Northeast Corner of Section 8, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being on a 1407.05 foot radius curve to the right (center bears South 68° 35' 06" West 1407.50 feet of which the central angle is 7° 12' 14"); thence southeasterly along the arc of said curve 176.97 feet; thence South 14° 12' 40" East 631.40 feet to the northerly boundary of the Windrift Condominium as recorded; thence South 68° 44' 00" West along said northerly boundary 215.23 feet; thence South 21° 16' 00" East along the westerly boundary of said Windrift Condominium 100.77 feet to the northerly right-of-way line of Saddle View Way; thence South 68° 44' 00" West along said northerly right-of-way line 50.00 feet; thence North 21° 16' 00" West 378.81 feet; thence South 68° 44' 00" West 235.00 feet to the easterly right-of-way line of State Highway U-224; thence North 21° 16' 00" West along said easterly right-of-way line 700.49 feet to the southerly right-of-way line of the Holiday Ranch Loop Road, as dedicated, thence due East along said southerly right-of-way line 189.53 feet to a point on a 909.60 foot radius curve to the left (center bears due North 909.60 feet of which the central angle is 13° 30' 00"); thence easterly along the arc of said curve and southerly right-of-way line 214.32 feet to a point on a 900.00 foot radius reverse curve to the right (center bears South 11° 30' 00" East 900.00 feet of which the central angle is 13° 30' 00"); thence easterly along the arc of said curve and southerly right-of-way line 212.06 feet to the point of beginning. Contains 9.8460 acres, more or less.

SURVEYOR'S CERTIFICATE

I, W. Fred Lohm, do hereby certify that I am a Registered Land Surveyor and that I hold Certificate No. 6150 as prescribed under the laws of the State of Utah. I further certify that by authority of the owners I have made a survey of the tract of land as described and shown on this plat and have subdivided said tract of land into lots and streets, hereafter to be known as Parkview Subdivision and that same have been correctly surveyed and staked on the ground as shown on this plat.

Date 10 Dec 84
W. Fred Lohm, Registered Land Surveyor, No. 6150 Utah



OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS: That the undersigned is the owner of the herein described tract of land, and hereby causes the same to be divided into two lots, numbered 1 and 2, both inclusive, together with easements as set forth on the attached plat, hereafter to be known as Parkview Subdivision. The existing 40-foot Jupiter View Drive is not dedicated to the public, but shall be for the use of the lot owners, their invitees and guests.

Also, the owner hereby dedicates to Park City Municipal Corporation, Snyderville Basin Sewer Improvement District, Park City Fire Protection District, and Summit County a non-exclusive easement over Jupiter View Drive and 10 feet on the easterly side adjoining Jupiter View Drive for the purpose of providing access for utility installation, maintenance, use and eventual replacement.

Executed this 10th day of December, 1984.

PARKVIEW DEVELOPMENT CORP., A Utah Corporation

A. Blaine Huntsman Jr., Chairman

Jeffrey J. Jonas, Assistant Secretary

ACKNOWLEDGEMENT

STATE OF UTAH)
COUNTY OF SUMMIT)
On the 10th day of December, 1984, personally appeared before me Jeffrey J. Jonas, who, being by me duly sworn, did say that he is the assistant secretary of Parkview Development Corporation, a Utah Corporation, and that the within and foregoing Owner's Dedication and Consent to Record was signed on behalf of said corporation and duly acknowledged to me that said corporation executed the same.



Notary Public
My Commission Expires: 12/15/85
Residing at: Salt Lake City, Utah

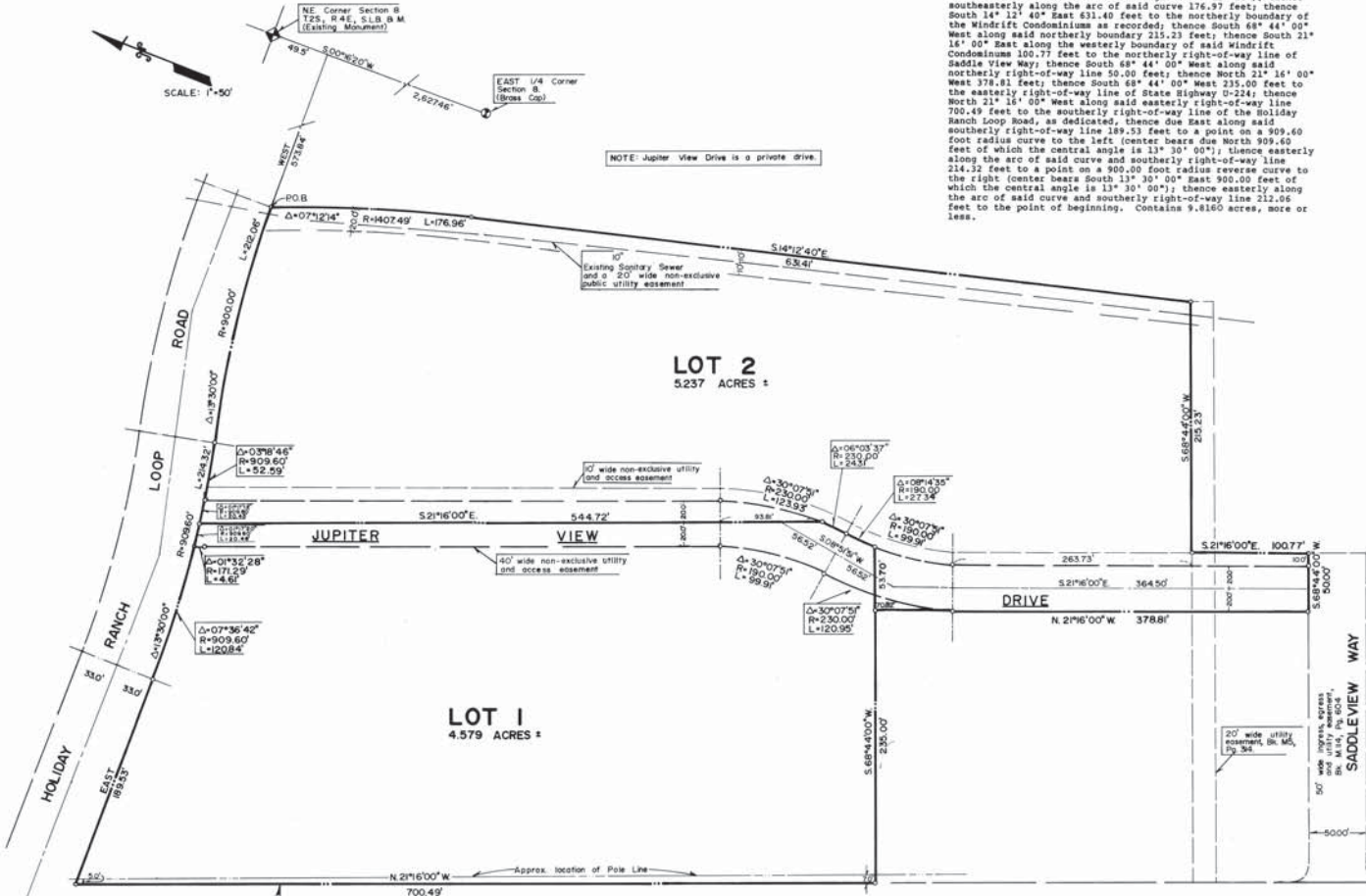
ACKNOWLEDGEMENT

STATE OF UTAH)
COUNTY OF SUMMIT)
On the 10th day of December, 1984, personally appeared before me A. Blaine Huntsman Jr., who, being by me duly sworn, did say that he is the chairman of Parkview Development Corporation, a Utah Corporation, and that the within and foregoing Owner's Dedication and Consent to Record was signed on behalf of said corporation and duly acknowledged to me that said corporation executed the same.

Notary Public
My Commission Expires: 12/15/85
Residing at: Salt Lake City, Utah



PARKVIEW SUBDIVISION
LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8 TOWNSHIP 2 SOUTH, RANGE 4 EAST, S.L.B. & M. IN PARK CITY, SUMMIT COUNTY, UTAH.



RIGHT OF WAY OF HWY. U-224

CITY COMMISSION APPROVAL

PRESENTED TO THE PARK CITY COMMISSIONERS THIS 17 DAY OF December A.D. 1984, AT WHICH TIME THIS RECORD OF SURVEY WAS APPROVED

MAYOR
ATTEST: CITY RECORDER

CITY ENGINEER

APPROVED AND ACCEPTED BY THE CITY ENGINEERING DEPARTMENT ON THIS 17th DAY OF December A.D. 1984.

CITY ENGINEER

CITY PLANNING COMMISSION

APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISSION ON THIS 17th DAY OF December A.D. 1984.

CHAIRMAN

APPROVAL AS TO FORM

APPROVED AS TO FORM ON THIS 17 DAY OF December A.D. 1984.

CITY ATTORNEY

RECORDED

STATE OF Utah
COUNTY OF Summit
RECORDED AND FILED AT THE REQUEST OF:
Associated Builders & Contractors

FEES
COUNTY RECORDER

J.J. Johnson & Associates

Park Meadows Plaza,
Highway 248
P.O. Box 1861
Park City, Utah 84080

(801) 649-9811
JOB NO. 1-473-85 G.O.





October 11, 1996

Department of Community Development
Engineering • Building Inspection • Planning

Henry Sigg
P. O. Box 2040
Park City, UT 84060

NOTICE OF PLANNING COMMISSION ACTION

Project Name: 2260 Jupiter Drive-Parkview Master Planned Development

Project Description: MPD for 36 townhouses on 5.24 acres

Date of Meeting: October 9, 1996

Action Taken By Planning Commission: Approved with the following Conditions of Approval

Conditions of Approval:

1. All standard project conditions shall apply.
2. A financial guarantee, for the value of all public improvements, landscaping, and trails to be completed, shall be provided to the City prior to plat recordation. All public improvements shall be completed according to City standards and accepted by the City Engineer prior to release of this guarantee.
3. A final plat or record of survey shall be submitted to the City for review and approval and shall be recorded at the County prior to issuance of certificate of occupancy for any unit. Conditions, Covenants, and Restrictions for this project shall be submitted to the City Attorney for review and shall be recorded at the time of plat recordation.
4. The Planning Department's review and approval of an overall landscape plan, showing existing and proposed vegetation, and including a detailed limits of disturbance plan, is a condition precedent to issuance of a building permit for any of the units. The landscape plan shall also contain all information regarding project lighting.
5. All significant vegetation and wetlands, as indicated on the landscape plan, shall be protected from construction disturbance with temporary 6' high steel fencing, or other fencing acceptable to the City. Prior to "clean-up" and minor re-grading of the 50' buffer area, the applicant and City shall meet on the site to flag the areas to be regraded and those areas to be left undisturbed. The purpose being to retain the maximum number of significant vegetation, mostly willows and other native plants and shrubs. Revegetation of this area shall be done with native species acceptable to the Community Development Department staff.

6. The Developer shall provide a detailed Construction Management Plan (CAMP), prior to issuance of any building permits, that addresses at a minimum the following:
 - a.) A construction staging, storage, circulation and parking plan.
 - b.) The developer shall instruct respective contractors that there is to be no wash out of concrete trucks on-site landscape areas. Further, the developer shall identify any off-site dirt storage sites, obtain written permission by the owner and post a financial surety, to the satisfaction of the City, that will provide for the rehabilitation of the said storage site.
 - c.) A landscape plan shall be submitted and approved prior to any construction activity on site.
 - d.) Any temporary parking signs, subject to Public Works Director and City Engineer approval, shall be addressed in the CMP.
 - e.) The applicant shall comply with Utah Air Quality standards, regarding dust mitigation, and with any applicable Utah Water Quality standards and shall provide any necessary permits or evidence of compliance prior to issuance of building construction. Park City does not guarantee or monitor compliance with these standards.
 - f.) An existing conditions survey that identifies and determines existing grade shall be conducted by the applicant and submitted prior to issuance of a footing and foundation permit. This survey shall assist the Community Development Department in determining the grade for measurement of height of this project as defined in the Land Management Code.
7. An agreement, reviewed and approved by the Community Development Department and the City Attorney, regarding the construction of a Greenway Trail and an 8' paved asphalt connector trail shall be signed by the City and applicant as a condition precedent to issuance of a full building permit for any of the units. The applicant agrees to contribute \$16,000 towards the Greenway Trail to be constructed by the City on the old railroad grade directly east of this property. The applicant agrees to construct the culvert crossing and the 8' asphalt trail connection from Saddlevue Drive to the Greenway Trail.
8. The applicant shall obtain all necessary permits required by the Army Corps of Engineers for all work in the wetland area for the sewer connection and trail crossing.
9. Final architectural design and colors will be reviewed and approved by the Community Development staff.
10. All proposed signs require a sign permit, reviewed and approved by the Community Development Department.
11. The City Engineer shall review and approve appropriate grading, utility, public improvements and drainage plans for compliance with City standards as a condition precedent to permit issuance.
12. The Snyderville Basin Sewer Improvement District shall review and approve the sewer plans.

Henry Sigg
Page three
October 11, 1996

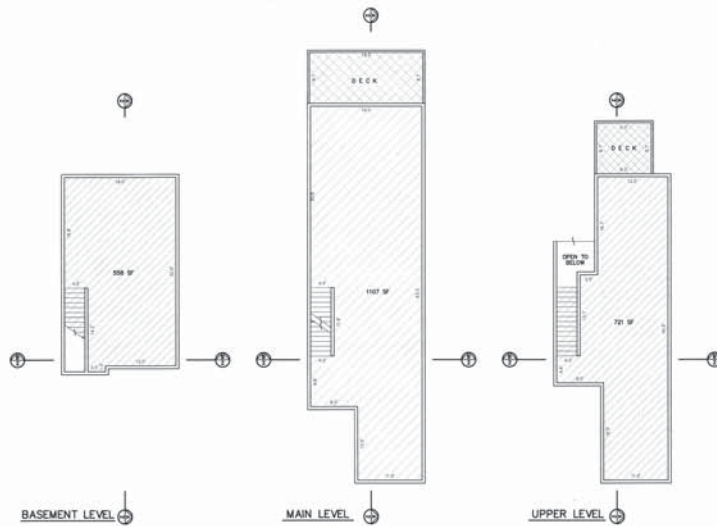
Date of Expiration: October 9, 1997

Any person who submitted written comment on a proposal, the owner of any property within the subdivision and/or within three hundred (300) feet of the boundary of the subject site, and the owner of the subject property may appeal to the City Council any action pertaining to the approval or denial. The petition must be filed in writing with the City Recorder within ten (10) calendar days of the project's approval or denial.

Sincerely,

Kirsten A. Whetstone, AICP
Planner III

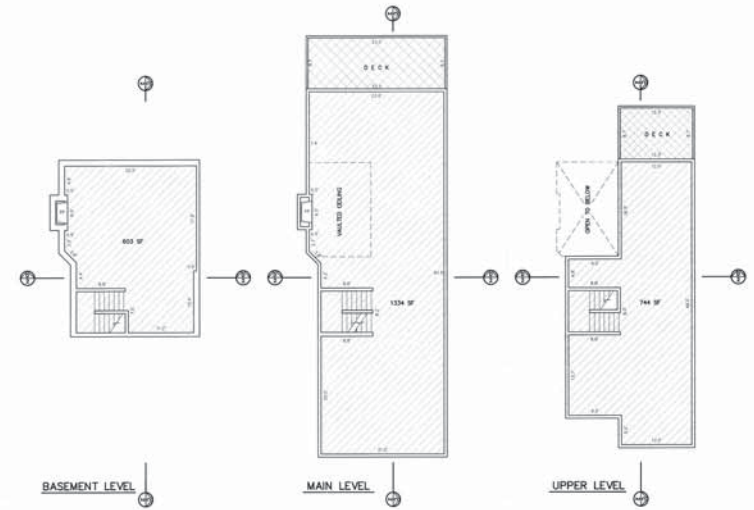
KAW/rr



UNITS 11, 17
MIRROR IMAGE FOR UNITS 8, 14
2,386 TOTAL SQUARE FEET

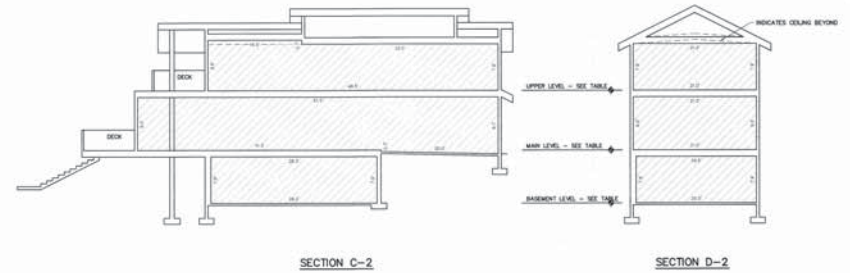
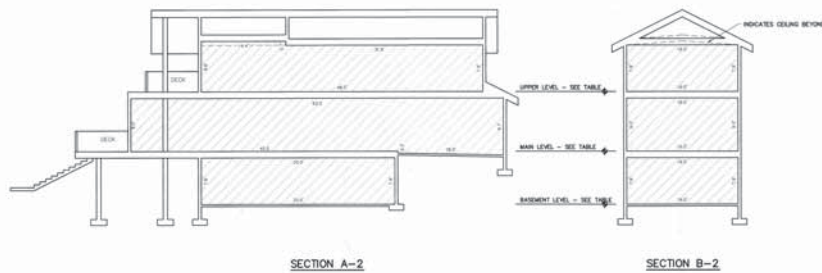
UNIT NUMBER	8	11	14	17
UPPER LEVEL	6765.0	6765.0	6764.7	6764.5
MAIN LEVEL	6773.0	6773.0	6774.7	6774.5
BASEMENT LEVEL	6764.0	6764.0	6765.7	6765.5

LEGEND
S.F. REPRESENTS SQUARE FEET.
FP REPRESENTS FIREPLACE



UNITS 7, 10, 13, 16, 22
MIRROR IMAGE FOR UNITS 6, 9, 12, 15
2,681 TOTAL SQUARE FEET

UNIT NUMBER	6	7	9	10	12	13	15	16	22
UPPER LEVEL	6765.0	6765.0	6765.0	6765.0	6764.7	6764.7	6764.5	6764.5	6764.5
MAIN LEVEL	6773.0	6773.0	6773.0	6773.0	6774.7	6774.7	6774.5	6774.5	6774.5
BASEMENT LEVEL	6763.0	6764.0	6764.0	6764.0	6765.7	6765.7	6765.5	6765.5	6765.5



- NOTES:
1. PLANS AND DIMENSIONS SHOWN ON THIS PLAT WERE COMPILED FROM ARCHITECTURAL DRAWINGS PREPARED BY JOHN C. SHIRLEY ARCHITECT AND ELLIOTT WORKGROUP ARCHITECTURE.
 2. INTERIOR DIMENSIONS SHOWN ARE TO FINISHED SURFACES.
 3. ALL STRUCTURAL ELEMENTS ARE DESIGNATED AS COMMON AREAS.
 4. REFER TO DECLARATION OF CONDOMINIUM FOR COMPLETE DESCRIPTION OF OWNERSHIP.
 5. BENCHMARK: SEE SHEET 1 FOR LOCATION AND ELEVATION.



- COMMON AREA
UNIT (PRIVATE OWNERSHIP)
LIMITED COMMON AREA

AMENDED, CONSOLIDATED AND RESTATED
RECORD OF SURVEY MAP

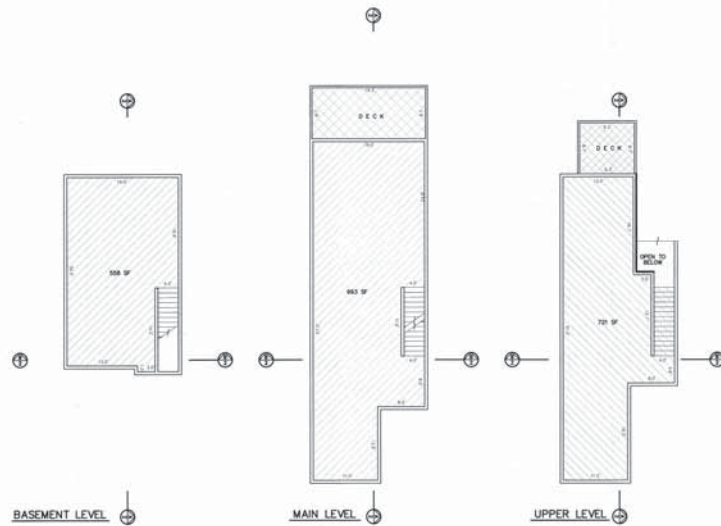
PARKVIEW CONDOMINIUMS

A CONDOMINIUM PROJECT
LOCATED IN THE NORTHEAST QUARTER OF SECTION 8,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE
AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

ENTRY NO. 01024647
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DATE: 11/14/2012 10:42:27 PM BY: JCS/JP/MS

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

SHEET 2 OF 11



UNITS 20, 23, 26

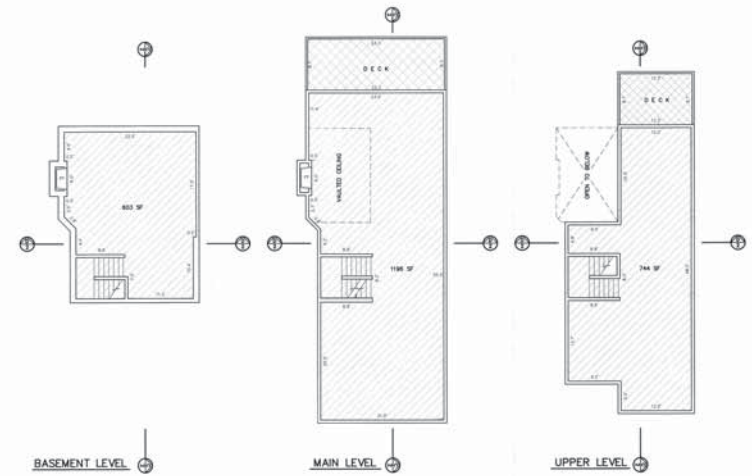
2,272 TOTAL SQUARE FEET

FLOOR ELEVATION TABLE

UNIT NUMBER	20	23	26
UPPER LEVEL	6794.2	6794.9	6795.7
MAIN LEVEL	6774.2	6774.9	6775.7
BASEMENT LEVEL	6755.2	6755.9	6756.7

LEGEND

S.F. REPRESENTS SQUARE FEET
FF REPRESENTS PREPARE



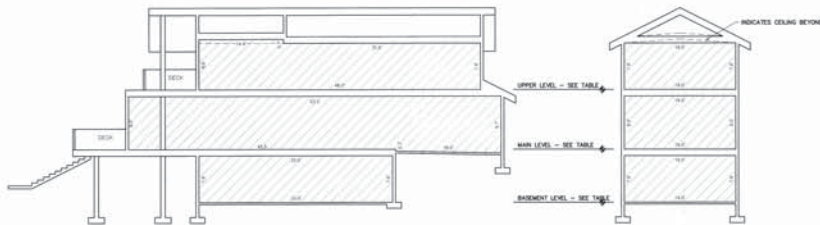
UNITS 19, 25

MIRROR IMAGE FOR UNITS 24, 27

2,543 TOTAL SQUARE FEET

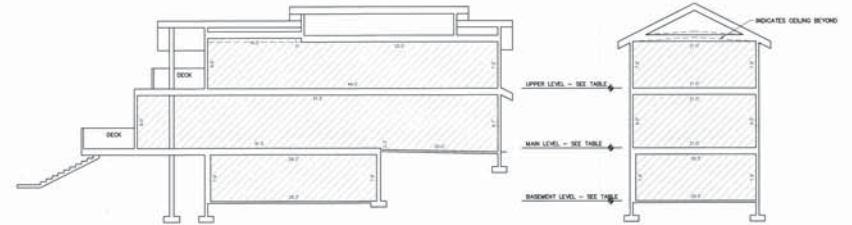
FLOOR ELEVATION TABLE

UNIT NUMBER	19	25	24	27
UPPER LEVEL	6794.2	6794.9	6794.9	6795.7
MAIN LEVEL	6774.2	6774.9	6774.9	6775.7
BASEMENT LEVEL	6755.2	6755.9	6755.9	6756.7



SECTION A-2

SECTION B-2



SECTION C-2

SECTION D-2

NOTES:

1. PLANS AND DIMENSIONS SHOWN ON THIS PLAT WERE COMPILED FROM ARCHITECTURAL DRAWINGS PREPARED BY JOHN C. SHIRLEY ARCHITECT AND ELLIOTT WORKGROUP ARCHITECTURE.
2. INTERIOR DIMENSIONS SHOWN ARE TO FINISHED SURFACES.
3. ALL STRUCTURAL ELEMENTS ARE DESIGNATED AS COMMON AREAS.
4. REFER TO DECLARATION OF CONDOMINIUM FOR COMPLETE DESCRIPTION OF OWNERSHIP.
5. BENCHMARK: SEE SHEET 1 FOR LOCATION AND ELEVATION.



- COMMON AREA
- UNIT (PRIVATE OWNERSHIP)
- LIMITED COMMON AREA

AMENDED, CONSOLIDATED AND RESTATED
RECORD OF SURVEY MAP

PARKVIEW CONDOMINIUMS

A CONDOMINIUM PROJECT

LOCATED IN THE NORTHEAST QUARTER OF SECTION 8,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE
AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

ENTRY NO. 01024647
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PLOT: 010912-11

SHEET 3 OF 11

JOB NO.: 1-9-12 FILE: X:\ParkMeadows\dwg\m\plat2012\010912_sht2-11.dwg

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

AT THE REQUEST OF _____

DATE _____ TIME _____ BOOK _____ PAGE _____

ENTRY NO. _____ FEE _____ RECORDER _____

Ordinance No. 13-17**AN ORDINANCE APPROVING THE PARKVIEW AMENDED, CONSOLIDATED AND
RESTATED RECORD OF SURVEY PLAT LOCATED AT
2260 JUPITER VIEW DRIVE, PARK CITY, UTAH**

WHEREAS, the owners of property located at 2260 Jupiter View Drive have petitioned the City Council for approval of the Parkview Amended Record of Survey Plat; and

WHEREAS, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, proper legal notice was sent to all affected property owners; and

WHEREAS, the Planning Commission held a public hearing on May 8, 2013 to receive input on the Parkview Amended Record of Survey Plat;

WHEREAS, the Planning Commission, on May 8, 2013, forwarded a recommendation to the City Council;

WHEREAS; the City Council, held a public hearing on May 30, 2013; and,

WHEREAS, it is in the best interest of Park City, Utah to approve the Parkview Amended, Consolidated and Restated Record of Survey Plat.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The 2260 Jupiter View Drive Plat Amendment as shown in Exhibit B is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 2260 Jupiter View Drive within the Residential Development (RD) Master Planned Development Overlay (MPD) District.
2. The proposed plat records and memorializes the change to the wetland high water setback line from McLeod Creek by approximately 10-22 feet (eastward toward the creek) representing approximately 0.51 acres.
3. The Army Corps of Engineers has issued a LOMA Determination to the Parkview HOA which re-designated the property to show that all portions of the Parkview open space outside of the new McLeod Creek meander corridor to be "Zone X" which is a non-flood hazard designation.
4. None of the proposed rear expansions or deck extensions to the affected units are within the new flood designation or the McLeod Creek meander corridor. designation

5. The plat amendment fixes twelve (12) discrepancies of deck and basement areas noted on those units that were not constructed but were shown on the original plat, including showing basement square footages and decks for units that have neither a basement nor a deck.
6. The proposed changes to the plat will allow twenty-four (24) of the thirty-six (36) units within the Parkview Condominiums to extend their decks outward into the eastern portion of the site, and will allow fourteen (14) of those units to expand the square footage of their existing units by adding rear additions of approximately 500 square feet each, and decks from 187 to 310 square feet.
7. The proposed plat will not increase in the density above the original 36 recorded units.
8. The original Master Planned Development for Parkview did not contemplate a maximum FAR and does not prohibit an increase in unit or deck sizes. The only limiting factors to further development were the number of units, the established setback from the wetland high water mark, established height requirements and other setback requirements.
9. There are 102 parking spaces provided where seventy-two (72) spaces are required.
10. The original amount of open space provided was 75% of the total site, the overall amount of open space provided after the deck and square footage additions to the habitual living space (and the 30 additional parking spaces) is approximately 71%. The open space requirement was 60% when the original approval for the Condominiums was granted, thus the required open space is still exceeded.
11. The proposed plat amendment will not cause any nonconformities or noncompliance with the Residential Development-Medium (RDM) District designation or the Parkview MPD as there is no increase in the total number of units, front and rear setbacks, or building height. All units exceed the minimum rear yard setback requirements (25 feet), with the closest unit to the rear property line being approximately sixty feet (60') feet away.
12. Although the proposed amendment will increase the habitable living spaces for 14 of the 36 units, the amended plat will not require additional parking as the Parkview HOA previously installed additional parking, and only two (2) spaces are required per unit.
13. The proposed amended plat will record a new sewer easement through the property as required by the Snyderville Basin Water Reclamation District.
14. The proposed additional square footage and deck extensions will occur within the Army Corps of Engineers FEMA flood zone "X" as delineated on the approved revised LOMA map.
15. The proposed condominium plat amendment does not require a revised MPD due to the fact that the proposed changes to the original approval of the Parkview MPD are in substantial compliance with the original approvals, and no new units are proposed, the amount of contemplated private space stays roughly the same, and the original open space proposed still exceeds the required amount of 60%.
16. On May 8, 2013, the Planning Commission held a Public Hearing and voted unanimously to forward a positive recommendation to the City Council for the approval of the Parkview Condominiums Amended, Consolidated and Restated Record of Survey Plat.

Conclusions of Law:

1. The proposed plat amendment to the record of survey is necessary to memorialize as-built conditions and correct existing discrepancies with the constructed units as compared to the original recorded plat.
2. The proposed plat amendment to the record of survey will reflect the Army Corps of Engineers acceptance of the changes to the high water mark.
3. The plat amendment is consistent with the Park City Land Management Code and applicable State law regarding subdivisions.
4. Neither the public nor any person will be materially injured by the proposed plat amendment.
5. Approval of the plat amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.
6. There is Good Cause to approve the proposed plat amendment not cause undo harm on any adjacent property owners because the proposal meets the requirements of the Land Management Code and all future development will be reviewed for compliance with requisite Building and Land Management Code requirements.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. All applicable original Conditions of Approval for the Parkview Condominiums shall apply.
4. All original notes on the Parkview Condominium Plat shall be noted on the amended plat.
5. Open Space areas are to remain free of structures or development, with an exception only for the required gravel stairway landings which shall not exceed the square footage minimum for each, as required by building code (approximately 36: x 36" or 6 feet by 6 feet for side-by-side stairways).
6. There will be no hot tubs, gazebos, barbeques, playgrounds, or any structures or active recreation areas allowed within the open space area between the buildings and the creek. The originally contemplated improvements within this area of the Parkview MPD are not allowed.
7. Deck areas shown as on the plats are not to be converted to private living space or enclosed, nor are additional structures, etc. allowed within these or other opens space areas.
8. A revised landscape plan for the open space area between the existing units and the creek is required at the time of building permit submittal for the deck extensions. Said landscape plan shall incorporate the reintroduction of native landscape

materials within this area, and reduce the amount of sod-grass, especially near the creek.

9. No pesticides or herbicides shall be applied to this landscape area.

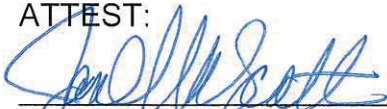
SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 30th day of May, 2013.

PARK CITY MUNICIPAL CORPORATION

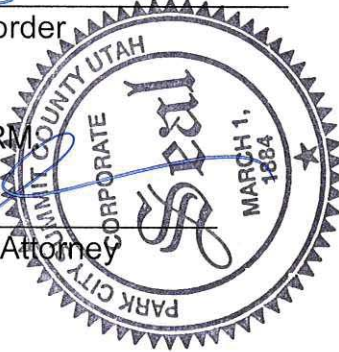

Dana Williams, MAYOR

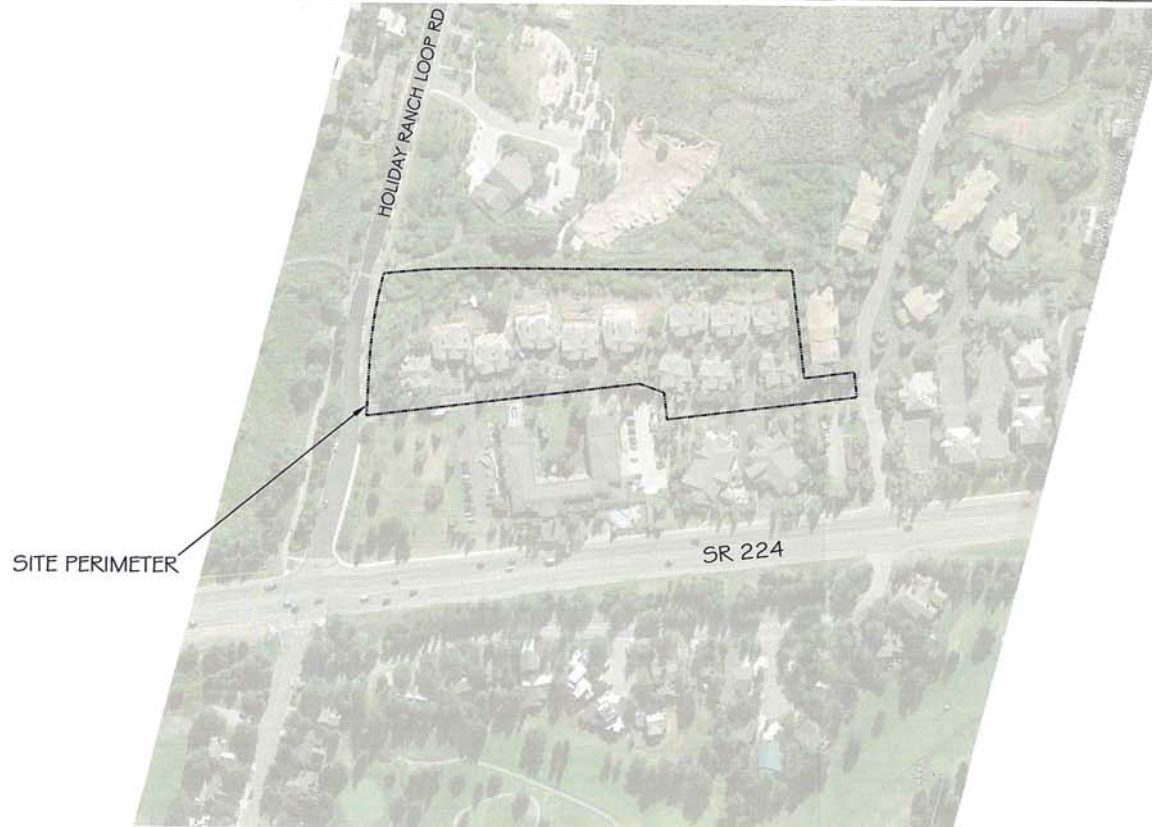
ATTEST:


Janet M. Scott, City Recorder

APPROVED AS TO FORM

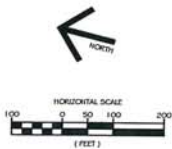

Mark D. Harrington, City Attorney





SITE PERIMETER'

SR 224



ABBREVIATIONS

[illegible]

ABBREVIATIONS - AGENCY

CEC	U.S. ARMY CORPS OF ENGINEERS
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
FMCB	FINK CITY MUNICIPAL CORPORATION
EMF	ROCK OF MOUNTAIN POWER
THWED	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
UDOT	UTAH DEPARTMENT OF TRANSPORTATION

REFERENCES

1. SEE TOPOGRAPHIC SURVEY BY FARR CITY SURVEYING, INC. DATED OCTOBER, 2009.
2. SEE AWARDER RECORD OF SURVEY BY ALLIANCE ENGINEERS, INC., RECORDED
7.26.2015, INSTRUMENT NO. 102464F.
3. AERIAL IMAGERY FROM GOOGLE EARTH, 2014.

DRAWING ISSUED FOR

☐ PLANNING ☐ CONSTRUCTION
☒ PERMIT ☐ CONSTRUCTION RECORD

SEE DESIGN NOTES FOR DETAILS. THIS DRAWING WAS NOT PREPARED FOR CONSTRUCTION DETAILS AND OPERATIONS FOR ALL PROPOSED IMPROVEMENTS, AND SHALL NOT BE USED FOR CONSTRUCTION WORK, ITEMS AND MATERIALS OF CONSTRUCTION UNLESS SPECIFIED.

NO.	DATE	BY	CHK.	REVISION DESCRIPTION
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CANYON ENGINEERING
SOLUTIONS FOR LAND



VOICE: 825.640.7373 EMAIL: GUS@CANYONING.COM
WWW.CANYONING.COM

CONDOMINIUM PLAT AMENDMENT

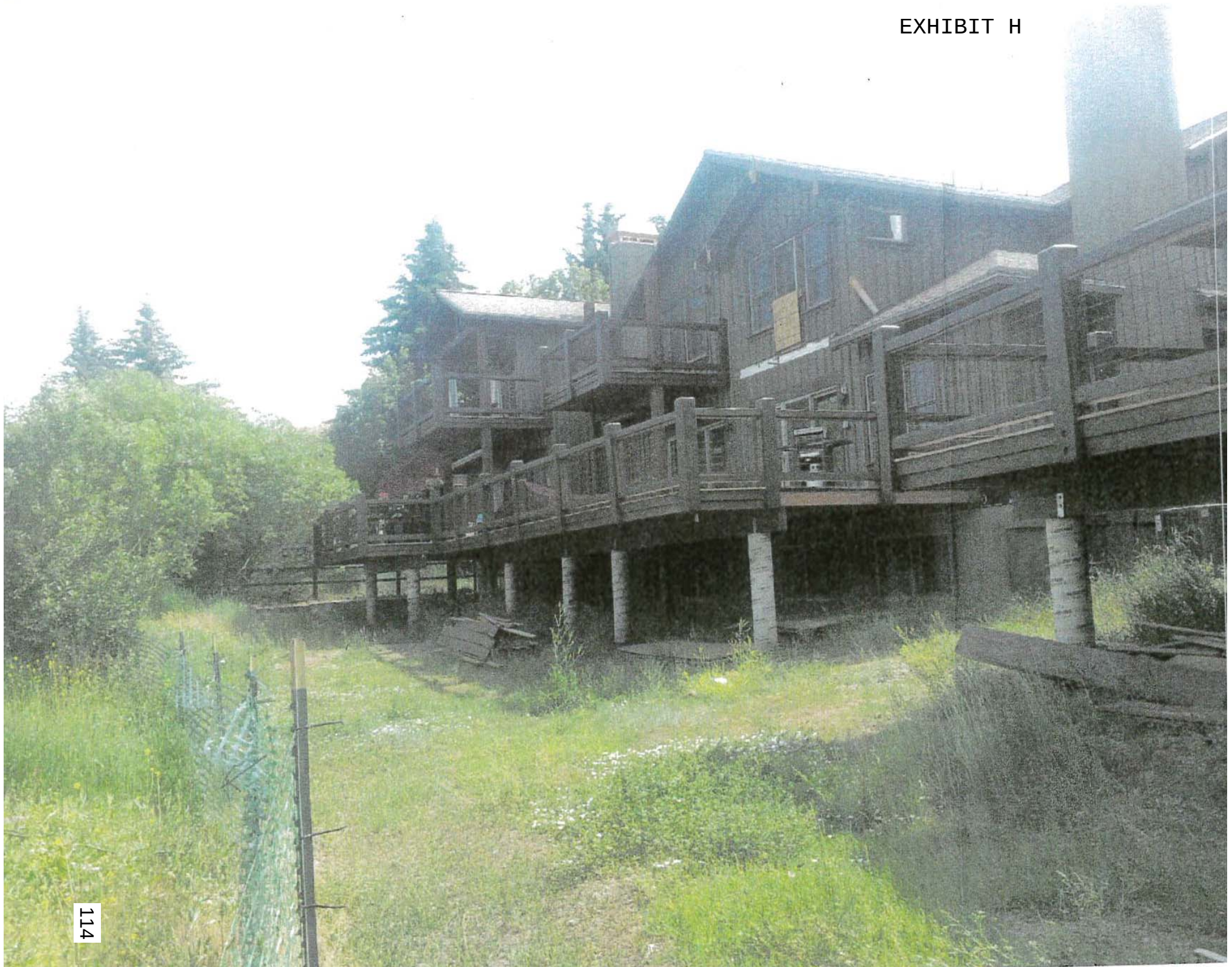
AERIAL PHOTO OVERLAY

PARKVIEW CONDOMINIUMS
PARK CITY, UTAH

OWNER:
FASTER HOMEOWNERS ASSOCIATION
PARK CITY, UTAH

PLS SEND LOCATION
SO I CAN SEND
SOME







#25



#25

#27





#25



Council Agenda Item Report

Meeting Date: March 21, 2019

Submitted by: Holly Lopez

Submitting Department: Public Utilities

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Authorize the Mayor to Execute a Memorandum of Agreement in a Form Approved by the City Attorney for the Lease of Surplus Water to Weber Basin through Provisions in the Western Summit County Project Master Agreement
(A) Public Input (B) Action

Suggested Action:

Attachments:

[Surplus Water Lease Staff Report](#)

[Attachment B: Excess Capacity, Surplus Water and Demand Schedule](#)

[Attachment C: Weber Basin Memorandum of Agreement](#)



City Council Staff Report

Subject: Western Summit County Project
Author: Clint McAfee
Department: Public Utilities
Date: March 21, 2019
Type of Item: Administrative

Recommendation

Staff recommends Council authorize staff to submit Exhibit D (Attachment B) to Weber Basin and authorize the Mayor to execute a Memorandum of Agreement (Attachment C) in a form approved by the City Attorney for the lease of surplus water to Weber Basin through provisions in the Western Summit County Project Master Agreement (MA).

The two main benefits of leasing surplus water are: 1) it delays a large water importation and/or storage project and 2) it provides a new source of revenue which would reduce future water rate increases for Park City Water's customers.

The price set for surplus water reflects the cost of delivery and ensures the cost is similar to what Park City's water customers are paying. For 2020, the estimated surplus water charge will be \$8.85 per 1,000 gallons. For comparison to Park City water rates, see Park City's current rate structure at the following link.

<https://www.parkcity.org/departments/public-utilities-streets/customer-service/water-services/rates>

Background

Council previously approved of Park City leasing surplus water to Weber Basin and directed staff to finalize pricing and the agreement for Council's consideration. In addition, the water rate increases for FY 2019 were set and adopted at a level that assumed the lease of surplus water to Weber Basin. Without the revenue from the proposed lease, future water rate increases will need to be adjusted.

Park City is a party to the Western Summit County Project Master Agreement (MA) which was developed and executed in 2013 to ensure a safe and reliable water supply to the residents of Snyderville Basin and Park City by regionalizing water supply and infrastructure between parties. Links to the MA are provided below in Attachment A.

As a party to the MA, Park City has the opportunity to lease surplus water to Weber Basin which Weber Basin would then lease to other parties to meet growing water demands. As existing platted land is developed, water demand is projected to increase beyond local and existing water source capacity. Once existing water surplus in the Snyderville Basin is exhausted, Weber Basin is obligated to provide supplemental water up to 5,000 acre-feet. Providing supplemental water supply will require Weber Basin to construct a large water importation and/or storage project which is estimated to cost

between \$70M and \$100M and would provide water capacity for significant growth in the Basin.

On an annual basis, each party to the MA is required to provide its 10 year rolling water surplus or water deficiency, whichever is applicable, to Weber Basin in the form of Exhibit D. Attachment B is Exhibit D and will be submitted to Weber Basin if approved by Council. If an entity declares a water deficiency in years 1 – 5 on Exhibit D, that entity must enter into a perpetual water purchase agreement with Weber Basin. If an entity declares a water surplus in years 1 – 5 on Exhibit D, that entity must enter into a 5 year water sales contract with Weber Basin. Years 6 – 10 are non-binding and intended to provide an indication of longer term water supply and demand in order to determine when a new water source is needed. It is important to clarify that if Park City leases its surplus water, the lease contract is only binding for a rolling 5 year period. Park City can elect to extend, modify, or eliminate the 5 year lease annually. Attachment C is the water sales agreement between Park City and Weber Basin that will be executed if approved by Council.

Currently, Summit Water is the only party that is under a perpetual purchase contract with Weber Basin which is being fulfilled by Weber Basin with surplus water purchased from Mountain Regional. Beginning in 2020, Summit Water's demand exceeds Mountain Regional's surplus and Weber Basin needs to secure additional water. Park City is projected to have adequate surplus to lease to Weber Basin to fulfill the deficiency. If Park City does not lease its surplus, Weber Basin will begin planning for the construction of a large water importation project to meet the water supply deficit.

Over the past few years significant improvements in the Park Meadows Well and Quinns Junction WTP have been made in order to increase the capacity and reliability of these water sources. These investments were primarily driven by the need to supply water in 2020, 2021, and 2022 while the existing Spiro WTP is being reconstructed. Additional improvements at Quinns WTP are planned in 2019 to further increase capacity and reliability of this water source including chemical feed improvements, raw water line pigging capability, and an additional membrane rack. These improvements are also designed to firm up Park City's reliable water supply while Spiro WTP is being reconstructed.

Including the added capacity at Quinns WTP, the total treated capacity in 2020, 2021, and 2022 is 7,500 gpm. Average peak day treated water demand in the last 5 years is approximately 5,800 gpm. Staff reserves 1,000 gpm capacity for redundancy in case of water source loss. Accounting for reserved redundant capacity, up to 700 gpm could be leased to Weber Basin in 2020, 2021, and 2022. Once the new Spiro WTP starts up in 2022 and 2023, Park City's drinking water surplus will significantly increase.

Funding

Revenue generated by the sale of surplus water will be used to offset future water rate increases.

Attachments

Attachment A: Links to Western Summit County Project Master Agreement

- [1 master agreement executed](#)
- [2 master agreement exhibits a-d](#)
- [3 master agreement exhibits e-j & exhibits \(3\)](#)
- [exhibit list](#)

Attachment B: Exhibit D – with Park City Surplus Lease

- Exhibit D

Attachment C: Memorandum of Agreement

- Memorandum of Agreement

EXHIBIT D

Excess Capacity, Surplus Water and Demand Schedule

Park City Water Service District

Rolling Year Calendar Year	Binding Commitments					Non-Binding Projections				
	1 2019	2 2020	3 2021	4 2022	5 2023	6 2024	7 2025	8 2026	9 2027	10 2028
Excess Capacity										
Peaking Factor*	0	0	0	0	0	0	0	0	0	0
Surplus Water										
Raw Water	0	0	0	0	0	0	0	0	0	0
Point of Delivery	NA									
Charge	NA									
Finished Water (acre feet)	0	50	50	450	450	750	750	750	750	750
Point of Delivery	Quinns									
Charge	Interconnect See Contract									
Demand										
Raw Water										
Annual Volume										
Peak Day (gpm)	0	0	0	0	0	0	0	0	0	0
Capacity Needs										
Point of Delivery										
Finished Water										
Annual Volume										
Peak Day Demand	0	0	0	0	0	0	0	0	0	0
Capacity Needs										
Point of Delivery	NA									

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“**MOA**”) is made and entered into this _____ day of _____, 2019, by and between Park City Water Service District, a special service district organized and existing pursuant to the provisions of Utah Code Annotated §17A-2-1301 *et seq.*, 1953, as amended, (the “**Park City**”), and Weber Basin Water Conservancy District, a water conservancy district organized and existing pursuant to the provisions of §17B-2a-1001 *et seq.*, Utah Code Annotated, 1953, as amended (“**Weber Basin**”). Park City and Weber Basin each is a “**Party**” and collectively they are referred to as the “**Parties**.”

RECITALS

WHEREAS, Park City and Weber Basin, along with other parties, entered into the Western Summit County Project Master Agreement dated June 26, 2013 (“**Master Agreement**”). This Master Agreement provides Weber Basin with the right to use, wheel and comingle all Surplus Water of Park City, Mountain Regional, and Summit Water. [See Master Agreement ¶2.4].

WHEREAS, The Master Agreement provides Weber Basin with the right to determine, in its sole discretion, which Parties to which it will deliver and sell that Surplus Water. The Master Agreement allows each entity, at its sole discretion, to set the price per acre-foot for which its Surplus Water may be sold. Weber Basin then is authorized to sell that Surplus Water to any Party of the Master Agreement, as determined by Weber Basin in its discretion, for the price established by the Party supplying the Surplus Water. [See Master Agreement ¶2.4].

WHEREAS, Weber Basin is then directed to credit the Party whose Surplus Water is delivered at the rate applicable to that water so delivered.

WHEREAS, As outlined in Paragraph 2.4 of the Master Agreement, this process was established in order to allow Weber Basin “to operate the Western Summit County Project in such manner as Weber Basin deems necessary and proper.” [See Master Agreement ¶2.4].

WHEREAS, under the Master Agreement, Weber Basin is required to construct an interconnect vault and associated facilities in the Quinns Junction area, which will be funded one-third each by Mountain Regional, Summit Water Distribution Company, and Park City (“**Interconnect Facilities**”); and,

WHEREAS, pursuant to the Master Agreement, Park City agrees to provide surplus water to Weber Basin through the Interconnect Facilities (“**Surplus Water**”).

AGREEMENT

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

1. Water Lease.

- A. **Surplus Water.** **Park City** agrees to deliver to Weber Basin the Surplus Water identified in **Error! Reference source not found.** through the Interconnect Facilities in accordance with the Master Agreement. Pursuant to the terms of the Master Agreement, Weber Basin agrees to make the Surplus Water available for sale and delivery to another party to the Master Agreement (either Mountain Regional or Summit Water) (a “Purchasing Party”), as selected in Weber Basin’s sole discretion; such water to be marketed and sold at a price equal to the total annual take or pay amount in Figure 1 below. The cost per acre foot shall be adjusted annually based, in part, upon Operation and Maintenance costs, per the Master Agreement [See Master Agreement ¶2.4].

(FIGURE 1 WILL BE PRESENTED IN COUNCIL MEETING)

- B. **Terms of Delivery.** The total annualized cost for which the Surplus water shall be marketed, sold, and delivered, by Weber Basin to a Purchasing Party, and the total annualized cost to be paid by the Purchasing Party (and credited by Weber Basin to Park City) shall be take-or-pay for the full annual water volume in Figure 1.
2. Term. The term of this MOA shall commence on May 1, 2020 and continue for a term of five (5) years, ending December 31, 2024 (“**Term**”).
3. Binding Effect. The provisions of this MOA shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

4. Assignment Limited. No assignment or other transfer of this MOA or any part thereof or interest therein shall be valid unless and until approved by all Parties hereto.
5. Attorney's Fees. In the event that this MOA or any provision hereof shall be enforced by an attorney retained by a Party hereto, whether by suit or otherwise, the fees and costs of such attorney shall be paid by the Party who breaches or defaults hereunder, including fees and costs incurred upon appeal or in bankruptcy court.
6. Severability. If any term or provision of this MOA shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable, or unenforceable, such void, voidable or unenforceable term or provision shall not affect the enforceability of any other term or provision of this MOA.
7. Captions. The section and paragraph headings contained in this MOA are for the purposes of reference only and shall not limit, expand or otherwise affect the construction of any provisions hereof.
8. Construction. As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.
9. Further Action. The Parties hereby agree to execute and deliver such additional documents and to take further action as may become necessary or desirable to fully carry out the provisions and intent of this MOA.
10. Inducement. The making and execution of this MOA has not been induced by any representation, statement, warranty or agreement other than those herein expressed.
11. Force Majeure. Performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrections, strikes, lock-outs, floods, earthquakes, fires, casualties, acts of God, epidemics, quarantine, restrictions, inability (when the responsible Party is faultless) to secure necessary labor, materials, tools, acts or failure to act of any public or governmental agency or entity, or by any other reason not the fault of the Party delayed in performing work or doing acts required under the terms of this MOA, and in such event, the performance of such work or the doing of such act shall be excused for the period of the delay and the period of performance for any such work or the doing of any such act shall be extended for a period equivalent to the period of such delay.
12. No Third Party Beneficiaries. This MOA shall not be deemed to create any right in any person who is not a Party (other than the permitted successors and assigns of a Party) and shall not be construed in any respect to be a contract, in whole or in part, for the benefit of any third party (other than permitted successors and assigns of a Party hereto).

13. Warranty of Authority. The individuals executing this MOA on behalf of the Parties hereby warrant that they have the requisite authority to execute this MOA on behalf of the respective Parties and that the respective Parties have agreed to be and are bound hereby.

IN WITNESS WHEREOF, the Parties have executed this MOA as of the day and year first above written.

PARK CITY WATER SERVICE DISTRICT

By: _____

Its: President

APPROVED AS TO FORM:

Park City Water Attorney

WEBER BASIN WATER CONSERVANCY DISTRICT

By: _____
Chairman, Board of Trustees

ATTEST:

General Manager, Tage I. Flint

APPROVED AS TO FORM:

Weber Basin Attorney

Council Agenda Item Report

Meeting Date: March 21, 2019

Submitted by: Holly Lopez

Submitting Department: Public Utilities

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Authorize the Mayor to Execute an Agreement for the Initial Interconnection under the Western Summit County Project Master Agreement in a Form Approved by the City Attorney
(A) Public Input (B) Action

Suggested Action:

Attachments:

[Western Summit County Project Staff Report](#)

[Attachment B: Snyderville Basin Initial Interconnection Agreement](#)



City Council Staff Report

Subject: Western Summit County Project
Author: Clint McAfee
Department: Public Utilities
Date: March 21, 2019
Type of Item: Administrative

Recommendation

Staff recommends Council authorize the Mayor to execute an agreement for the initial interconnection under the Western Summit County Project Master Agreement ([Attachment B](#)) in a form approved by the City Attorney.

The water system interconnection is required by the Master Agreement and provides for the wheeling of water between Park City, Mountain Regional, and Summit Water. The agreement for the initial interconnection outlines the responsibilities of each party to the Master Agreement relating to the design, construction, ownership, and maintenance of the interconnection.

Background

Park City is a party to the Western Summit County Project Master Agreement (MA) which was developed and executed in 2013 to ensure a safe and reliable water supply to the residents of Snyderville Basin and Park City by regionalizing water supply and infrastructure between parties. Links to the MA are provided below in [Attachment A](#).

The MA agreement requires Weber Basin to design and construct a water system interconnection between Park City, Mountain Regional, and Summit Water. The interconnection will provide each water system the ability to send and receive water in the event of an emergency, and facilitate delivery of surplus water. In order to send and receive water between all parties, three interconnections are required: a connection on Old Ranch Road (this is complete), a connection near the Home Depot, and a connection in the Quinns Junction area. Staff has identified a location near the existing Quinns Junction Water Treatment Plant as the best location for the interconnection required in the Quinns Junction area.

Mountain Regional is currently planning for the interconnection near the Home Depot. The Home Depot interconnection is not needed for Park City to deliver surplus water and is expected to be complete in the next few years.

Funding

Funding for this project is from water user rates and is a part of the adopted CIP budget.

Attachments

Attachment A: Links to Western Summit County Project Master Agreement

- [1 master agreement executed](#)
- [2 master agreement exhibits a-d](#)
- [3 master agreement exhibits e-j & exhibits \(3\)](#)
- [exhibit list](#)

Attachment B:

- Agreement for the initial interconnection under the Western Summit County Project Master Agreement

**AGREEMENT
FOR THE
INITIAL INTERCONNECTION
UNDER THE
WESTERN SUMMIT COUNTY PROJECT
MASTER AGREEMENT**

**THIS AGREEMENT FOR THE INITIAL INTERCONNECTION UNDER THE
WESTERN SUMMIT COUNTY PROJECT MASTER AGREEMENT** (“*Agreement*”), is made and entered into as of this ____ day of _____, 2019 (the “*Effective Date*”), by and between PARK CITY MUNICIPAL CORPORATION, a municipal corporation organized under the laws of the State of Utah, PARK CITY WATER SERVICE DISTRICT, a local district organized and existing under the laws of the State of Utah, (Park City Municipal Corporation and Park City Water Service District hereinafter referred to as “**Park City Water**”), SUMMIT WATER DISTRIBUTION COMPANY, a Utah nonprofit corporation (“**Summit Water**”), MOUNTAIN REGIONAL WATER SPECIAL SERVICE DISTRICT, a local district organized and existing pursuant to the provisions of Utah Code Section 17D-1-101, *et seq.*, (“**Mountain Regional**”) and WEBER BASIN WATER CONSERVANCY DISTRICT, a water conservancy district organized and existing pursuant to the provisions of Utah Code Section 17B-2a-1001, *et seq.*, (“**Weber Basin**”). (Park City Water, Summit Water, Mountain Regional, and Weber Basin are sometimes referred collectively as the “*Parties*” and individually as a “*Party*”).

RECITALS

A. Weber Basin, in part under agreement with the United States Bureau of Reclamation, owns or administers certain water rights and operates an extensive water storage, treatment and distribution system commonly known as the “Weber Basin Project”, by means of which Weber Basin

Project water and water under other Weber Basin water rights are made available, by contract, to municipalities and other entities and persons within Weber Basin's boundaries, including water supplies developed by Weber Basin subsequent to construction of the original Weber Basin Project in part to supplement water supplies in Summit County, Utah.

B. Park City Water, as a public agency, owns and operates an approved water system to supply water within its service area in Park City, Utah.

C. Mountain Regional, as a public agency created by Summit County, owns and operates an approved water system to supply water within its service area in Summit County, Utah.

D. Summit Water, as a non-profit mutual water company, owns and operates an approved water system to supply water in Summit County, Utah.

E. Park City Water, Mountain Regional, Summit Water, and Weber Basin are Parties to that certain Western Summit County Project Master Agreement, dated June 26, 2013 (the "Master Agreement").

F. Section 2.7 of the Master Agreement provides terms relating to the design, construction, and ongoing ownership and operation of an "Initial Interconnection," as that term is defined in Section 2.7 of the Master Agreement.

G. The Parties have determined that more than one interconnection is required to be constructed in order to provide for wheeling of water and service among systems, as contemplated by the Master Agreement. At this time, the Parties anticipate that three (3) such interconnections will make up the Initial Connection, as that term is defined in the Master Agreement (these connections to be referred to collectively hereinafter as the "Initial Interconnection" and the "Initial Interconnections" and individually as an "Initial Interconnection").

H. The first such Initial Interconnection, completed prior to the execution of this Agreement, is located near Old Ranch Road, and acts as an interconnection between Mountain Regional and Summit Water, to allow the delivery of water in the Mountain Regional system to the Summit Water system (the “Mountain Regional Interconnection”).

I. The second such Initial Interconnection, to be completed after the execution of this Agreement, will be located near Quinn’s Junction, and will utilize Weber Basin’s capacity in the Highway 40 System to deliver water between Park City Water, Mountain Regional and Summit Water, to allow the delivery of water in the Park City Water system to the Summit Water system or Mountain Regional system, and to also allow the delivery of water in the Summit Water system or Mountain Regional system to the Park City Water system (the “Park City Water Interconnection”).

J. The third such Initial Interconnection, to be completed after the execution of this Agreement, will be located near the Section 27 Reservoir Site, and will act as an interconnection between Summit Water and Mountain Regional, to allow the delivery of water in the Summit Water system to the Mountain Regional system (the “Summit Interconnection”).

K. The collection of these Interconnections and the Highway 40 System, as defined in the Master Agreement, will be used to provide water to and from all Parties and is understood by all Parties to be the Initial Interconnections.

L. The Parties desire to document their rights and obligations relating to the Initial Interconnections, on a temporary basis, until such time that Weber Basin has a full-time presence in the Snyderville Basin, as determined by Weber Basin, and as further outlined in this Agreement.

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

AGREEMENT

1. Ownership, Operation, and Maintenance of the Mountain Regional Interconnection.

Weber Basin shall own the Mountain Regional Interconnection, and all facilities related thereto, as outlined in Section 2.7 of the Master Agreement. However, until such time that Weber Basin has a full-time presence in the Snyderville Basin, as determined by Weber Basin in its sole and absolute discretion, Mountain Regional shall operate and maintain the Mountain Regional Interconnection. Mountain Regional shall be responsible for the payment of all expenses relating to the operation, maintenance, and replacement (“OM&R”) of the Mountain Regional Interconnection, provided however that Mountain Regional shall be reimbursed by the Party receiving water from or through the Mountain Regional Interconnection in the proportion of that Party’s receipt/use of the water (thus, if one Party receives 100% of the water through the Mountain Regional Interconnection, that Party shall be responsible for 100% of OM&R costs associated with the Mountain Regional Interconnection, whereas if a Party receives 50% of the water through the Mountain Regional Interconnection, that Party shall be responsible for 50% of OM&R costs associated with the Mountain Regional Interconnection). Mountain Regional may terminate its rights and obligations under this Paragraph 1 by providing written notice to Weber Basin, and to the other Parties to this Agreement, of such termination at least ninety (90) days prior to the proposed termination date. Any costs incurred by the operating entity should be submitted at

the time of this notice. Following ninety (90) days from the receipt of such written notice, Weber Basin shall thereafter operate and control the Mountain Regional Interconnection, and all of the terms and provisions of Section 2.7 of the Master Agreement shall thereafter govern the operation and maintenance of the Mountain Regional Interconnection.

2. Design, Construction, Ownership, Operation, and Maintenance of the Park City Water Interconnection.

- a. Design and Construction: Park City Water shall design and construct the Park City Water Interconnection (subject to the review and approval of Weber Basin, in Weber Basin's discretion). Upon approval of design and construction by Weber Basin, Weber Basin will be responsible for the initial payment of all costs associated with the design and construction of the Park City Water Interconnection, provided however that after such design and construction is completed and approved by Weber Basin, Weber Basin shall be reimbursed for all such costs by Park City Water, Summit Water, and Mountain Regional (each such Party to reimburse Weber Basin for One-Third (1/3) of the costs associated with the design and construction of the Park City Water Interconnection). All such reimbursements shall be made within thirty (30) days after receiving Weber Basin's invoice(s) therefor.
- b. Ownership, Operation, and Maintenance: Weber Basin shall own the Park City Water Interconnection, including the interconnect vault and all associated piping, valves and meters within the vault and the pipeline from the vault to the connection with the Highway 40 System, but excluding the related facilities within Park City Water's Quinns water treatment plant and associated pipeline to the interconnect

vault from Quinns water treatment plant, as outlined in Section 2.7 of the Master Agreement. However, until such time that Weber Basin has a full-time presence in the Snyderville Basin, as determined by Weber Basin in its sole and absolute discretion, Park City Water shall operate and maintain the Park City Water Interconnection. Park City Water shall be responsible for the payment of all expenses relating to the OM&R of the Park City Water Interconnection, provided however that Park City Water shall be reimbursed by the Parties capable of receiving water from or through the Park City Interconnection, in the proportion of that Party's capacity to receive water therefrom, until water is actually delivered to any one Party. Thereafter, once water is delivered to any party through the Park City Water Interconnection, Park City shall be reimbursed in proportion to the quantity of water that is actually delivered to any Party (thus, if one Party receives 100% of the water through the Park City Interconnection, that Party shall be responsible for 100% of OM&R costs associated with the Park City Interconnection, whereas if a Party receives 50% of the water through the Park City Interconnection, that Party shall be responsible for 50% of OM&R costs associated with the Park City Interconnection). All such reimbursements shall be made within thirty (30) days after receiving Park City Water's invoice(s) therefor. Park City Water may terminate its rights and obligations under this Paragraph 2 by providing written notice to Weber Basin, and to the other Parties to this Agreement, of such termination at least ninety (90) days prior to the proposed termination date. Any costs incurred by the operating entity should be submitted at the time of this notice. Following ninety (90) days from the receipt of

such written notice, Weber Basin shall thereafter operate and the control the portion of the Park City Water Interconnection, that Weber Basin Owns, and all of the terms and provisions of Section 2.7 of the Master Agreement shall thereafter govern the operation and maintenance of the Park City Water Interconnection.

3. Design, Construction, Ownership, Operation, and Maintenance of the Mountain Regional Water Interconnection.

- a. Design and Construction: Summit Water shall design and construct the Summit Interconnection (subject to the review and approval of Weber Basin, in Weber Basin's discretion). Upon approval of design and construction by Weber Basin, Weber Basin will be responsible for the initial payment of all costs associated with the design and construction of the Summit Interconnection, provided however that Weber Basin shall be reimbursed for all such costs by Park City Water, Summit Water, and Mountain Regional (each such Party to reimburse Weber Basin for One-Third (1/3) of the costs associated with the design and construction of the Summit Interconnection). All such reimbursements shall be made within thirty (30) days after receiving Weber Basin's invoice(s) therefor.
- b. Ownership, Operation, and Maintenance: Weber Basin shall own the Summit Interconnection, and all facilities related thereto, as outlined in Section 2.7 of the Master Agreement. However, until such time that Weber Basin has a full-time presence in the Snyderville Basin, as determined by Weber Basin in its sole and absolute discretion, Summit Water shall operate and maintain the Summit Interconnection. Since Mountain Regional is the only end user of water from the

Summit Interconnection, Mountain Regional shall be responsible for the payment of all expenses relating to the OM&R of the Summit Interconnection. Summit Water may terminate its rights and obligations under this Paragraph 3 by providing written notice to Weber Basin, and to the other Parties to this Agreement, of such termination at least ninety (90) days prior to the proposed termination date. Following ninety (90) days from the receipt of such written notice, Weber Basin shall thereafter operate and the control the Summit Interconnection, and all of the terms and provisions of Section 2.7 of the Master Agreement shall thereafter exclusively govern the operation and maintenance of the Mountain Regional Water Interconnection.

4. **Termination of Agreement by Weber Basin.** Weber Basin may terminate this agreement at any time if it determines, in its sole and absolute discretion, that it has a full-time presence in the Snyderville Basin, or for any other reason, in Weber Basin's sole discretion. Weber Basin may terminate this Agreement by providing the other Parties to the Agreement with written notice of such termination at least ninety (90) days prior to the proposed termination date. Following ninety (90) days from the receipt of such written notice, Weber Basin shall thereafter operate and the control the Mountain Regional Interconnection, the Park City Water Interconnections, and/or the Summit Interconnection, as outlined in Section 2.7 of the Master Agreement.

5. **Terms of Master Agreement Ratified.** All provisions in the Master Agreement, including those provisions of Section 2.7 of the Master Agreement, are ratified and confirmed, and unless those provisions are expressly contradicted by the terms of this Agreement, those terms of the Master Agreement shall continue to apply in full force and effect. Upon the

termination of this Agreement, all of the provisions of the Master Agreement, including all of the provisions of Section 2.7 of the Mater Agreement shall continue to apply in full force and effect.

6. Miscellaneous Provisions.

(a) **No Assignment.** No Party may assign its interest in this Agreement.

(b) **No Third-Party Beneficiaries.** This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

(c) **Governing Law.** This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Utah.

(d) **Submission to Jurisdiction.** Each of the Parties submits to the jurisdiction of the Second Judicial District Court of the State of Utah in any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Each of the Parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of any other Party with respect thereto. Each Party agrees that a final judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or at equity. EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS

OF SUCH PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

(e) **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

(f) **Business Relationship.** This Agreement does not acknowledge the existence of or establish a partnership, joint venture, or any other form of business relationship between the Parties other than as expressly set forth herein, and this Agreement is limited solely to the purposes and interests expressed herein.

(g) **Severability.** If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable, or unenforceable, such void, voidable or unenforceable term or provision shall not affect the enforceability of any other term or provision of this Agreement; and the Parties agree to attempt in good faith to reform such void or unenforceable provision to the extent necessary to render such provision enforceable and to carry out its original intent.

(h) **Construction.** As used herein, all words in any gender shall be deemed to include the masculine, feminine or neuter, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.

(i) **Amendment.** This Agreement cannot be altered or amended except pursuant to an instrument in writing executed by the Parties.

(j) **Force Majeure.** Performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrections, strikes, lock-outs, floods, earthquakes, fires, casualties, acts of God, epidemics, quarantine, restrictions, inability (when the responsible Party is

faultless) to secure necessary labor, materials, tools, acts or failure to act of any public or governmental agency or entity, or by any other reason not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, and in such event, the performance of such work or the doing of such act shall be excused for the period of the delay and the period of performance for any such work or the doing of any such act shall be extended for a period equivalent to the period of such delay.

(k) **Further Action.** The Parties hereby agree to execute and deliver such additional documents and to take such further action as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.

(l) **Expenses of Enforcement.** In any proceeding to enforce, interpret, rescind or terminate this Agreement or in pursuing any remedy provided hereunder or by applicable law, the prevailing Party shall be entitled to recover from the other Party(ies) all costs and expenses, including a reasonable attorney's fee, whether such proceeding or remedy is pursued by filing suit or otherwise, and regardless of whether such costs, fees and/or expenses are incurred in connection with any bankruptcy proceeding. For purposes of hereof, the term "prevailing Party" shall include, without limitation, a Party who agrees to dismiss an action or proceeding upon the other's payment of the sums allegedly due or performance of the covenants allegedly breached, or who obtains substantially the relief sought. The provisions set forth in this paragraph shall survive the merger of these provisions into any judgment.

(m) **Counterparts.** This Agreement may be executed in any number of counterparts and by each of the Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of this Agreement may be detached from any counterpart and reattached to any other counterpart hereof.

(n) **Facsimile or Electronic Transmission.** The facsimile or electronic transmission of a signed original of this Agreement or any counterpart hereof and the retransmission of any signed facsimile or electronic transmission hereof shall be the same as delivery of an original.

(o) **Notice.** Any notice required or desired to be given pursuant to this Agreement or otherwise relating to this Agreement shall be in writing, addressed to the Party at the address listed in the Master Agreement, and shall be deemed effective: (i) upon personal delivery, or (ii) three business days following deposit in the United States Mail, postage prepaid, certified mail, return receipt requested.

(q) **Warranty of Authority.** The individuals executing this Agreement on behalf of the Parties hereby warrant that they have the requisite authority to execute this Agreement on behalf of the respective Parties and that the respective Parties have agreed to be and are bound hereby.

[[Signatures on Following Page]]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below their respective signatures below.

ATTEST:

WEBER BASIN WATER CONSERVANCY DISTRICT

Secretary

By: _____
Chairman, Board of Trustees

APPROVED AS TO FORM:

Date: _____, 2019

Weber Basin Attorney

ATTEST:

PARK CITY WATER SERVICE DISTRICT

City Recorder

By: _____
President

APPROVED AS TO FORM:

Date: _____, 2019

Park City Water Attorney

ATTEST:

PARK CITY MUNICIPAL CORPORATION

City Recorder

By: _____
Title: _____

APPROVED AS TO FORM:

Date: _____, 2019

Park City Municipal Corporation Attorney

ATTEST:

**MOUNTAIN REGIONAL WATER
SPECIAL SERVICE DISTRICT**

Clerk

By: _____
Chair, Summit County Council acting as the
Governing Authority of Mountain Regional Water
Special Service District pursuant to Summit County
Code §2-9-3

APPROVED AS TO FORM:

Date: _____, 2019

Mountain Regional Attorney

ATTEST:

SUMMIT WATER DISTRIBUTION COMPANY

Secretary

By: _____
President

APPROVED AS TO FORM:

Date: _____, 2019

Summit Water Attorney

CONFIDENTIAL DRAFT

Council Agenda Item Report

Meeting Date: March 21, 2019

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

2019 Legislative Update

Suggested Action:

Each week during the 2019 Legislative Session, staff will provide a verbal update and synopsis of the Session to date, as well as an updated Legislative bill tracking list at the meeting for Council and the public's review.

Attachments: