PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
DECEMBER 13, 2012

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold their regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, December 13, 2012.

Closed Session
1:00 pm Personnel, litigation and property

Study Session
3:15 pm Business recruitment and attraction Pg. 5-23

Work Session
4:15 p.m. Council questions and comments
4:30 p.m. City fleet fuel strategy Pg. 24-32
4:50 p.m. Water conservation Pg. 33-42
5:35 p.m. Natural gas contract Pg. 43-51
5:50 p.m. Break

Regular Meeting
6:00 p.m.

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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

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

1. Consideration of a professional services contract with IBI Group for the Main Street Streetscape Enhancement Project in the amount of $ 114,080, in a form approved by the City Attorney Pg. 52-59

2. Consideration of a Resolution for Building Department fee waivers on new renewable energy projects in 2013 Pg. 60-63

V NEW BUSINESS

1. Consideration of a Plat Amendment for 2460 / 2520 Sunny Slopes Drive, Park City, Utah
   (a) Public hearing Pg. 64-80
   (b) Action

2. Consideration of a Plat Amendment for 2550 Deer Valley Drive, Park City, Utah
Pg. 81-102

(a) Public hearing
    (b) Action

3. Consideration of an Amendment to Record of Survey, 1400 Deer Valley Drive, Park City, Utah Pg. 103-117
    (a) Public Hearing
    (b) Action

4. Consideration of a City Services Agreement with the Park Silly Sunday Market for 2013, in a form approved by the City Attorney Pg. 118-145
    (a) Public hearing
    (b) Action

VI ADJOURNMENT

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

Posted: 12/10/2012
see: www.parkcity.org

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

December 2012

13 Fleet Fuel Strategy – 20 min work KC, Tyler
Water conservation – 45 min work JC
Natural Gas Contract *15 min* – work - budget-J*ennifer Danowski*
Prof. Services contract for the Main St. Streetscape Enhancement Project - MT
Business recruitment and attraction 1 hr – Study BH
2460/2520 Sunny Slopes Drive – Plat Amendment – Francisco – New
2550 Deer Valley Drive – Plat Amendment – Francisco - New
1400 Deer Valley Drive – Plat Amendment – Francisco - New

20 LMC Amendments – regular KW
City / County Open Space Agreement 10 min – work/reg, HD
Interlocal Agree – consent, Jon P
Mindmixer Demo - work 15 min - PR
City / County Open Space Agreement – reg /work w/action HD
Park Avenue consent – HD
Update on new Transit AVL 15-20 min DD
Sundance Liquor License 10 min – MH
Capital Update/Fiscally Responsible Spending 30 min - work – Nate
Project Management Scope RDA 20 min – work, JW
UDOT Contracts CMCG – consent MC
UDOT Contracts ICE (independent cost estimator) consent MC
Historic Preservation Contract – Thomas E

27 **Holiday recess**

January 2013

3 **Holiday recess**

10 Legislative Preview – 20 min DF
Resolutions setting forth annual meeting dates and appointment of officers
Appointment of Mayor Pro Tem
Appointment to EDTAB (Employee Discharge /Transfer Appeal Board)
City Park Tennis Subdivision - Francisco
RMP Substation Expansion/Relocation – work, 1.5. MC
Resignation of Judy McKie, HPB

17 **No meeting - Sundance**
24 Community bulk solar – TP
31

February 2013

7
14
21
28

Pending Items:

Wasatch Front and Back mountain resort expansions – Mayor Becker team
Latino Community outreach and engagement – study
RDA and other economic districts strategic plan
Resolution establishing a strategic plan for City-owned property with development potential in Park City, Utah and repealing and replacing Resolution No. 22-05 in its entirety
Visioning w/City - Phyllis
Visioning w/County - Phyllis

City Council
Staff Report

Subject:	**Business Retention & Attraction**
Author:	**Bret Howser**
Department:	**Executive**
Date:	**December 13, 2012**
Type of Item:	**Informational (Study Session)**

Summary Recommendations:

During a Study Session on December 13, Council should evaluate the City's potential role in business retention and attraction using SWOT analysis. Then Council should provide broad direction to staff regarding the role the City might play in business retention and attraction. Staff will then return during the budget process with a program proposal.

Topic/Description:

Business Retention & Attraction – Study Session

Background:

What Is Business Retention & Expansion (BRE)?

Economic developers agree that the best way to help a local economy is to keep and grow businesses that are already located in their region. This is known as Business Retention & Expansion (BRE). Generally, BRE consists of efforts to advocate for business with local and state government, act as a broker between companies and sources of assistance, or by providing direct resources and/or financing.

Typically, a BRE program will follow a formula similar to the one below:

- Build a team of players with specialized knowledge/skills that can help businesses (ie: financial institutions, commercial realtors, government officials, utility providers, etc.)
- Perform Outreach (surveys, visits, focus groups, etc.)
- Identify at-risk businesses or businesses ready for expansion and put team to work to develop solutions/assistance
- Develop and advocate programs/policies that make more business-friendly climate
- Keep database of local businesses and follow up with them on issues

While BRE often gets less attention than recruitment of new businesses, many agree that BRE is the better investment. Much of the economic development dollar spent on recruitment goes toward identifying the businesses you may want to work with. In the case of BRE, you already know who you're working with, and resources are more focused on securing these businesses. However, the success of BRE can be difficult to prove as the metrics are much less clear than new business recruitment. For example, jobs saved is a more subjective concept than jobs created. For this reason, many economic development organizations end up investing more money in business attraction.

What Is Business Attraction & Marketing (BAM)?

Business attraction is a means of contributing to the economic vitality of the community to enhance and diversify the local tax base, to increase the number of jobs available to residents of the community and to improve the local quality of life. The addition of new jobs means either increased employment opportunities for current residents or the growth of the community by providing employment opportunities for new residents. Local businesses may also benefit through the increase in the range of goods and services in an area attracting additional customers.

Economic developers use various techniques to encourage businesses located in one area to relocate or expand to their area. The general approach to BAM can be summarized as follows:

- Know the Product
  - Maintain an inventory of community assets and strengths (labor force, transportation infrastructure, amenities, business climate, etc.)
  - Keep a database of available sites and facilities
- Know the Market
  - Local Industry Analysis (sector or cluster analysis)
  - Be familiar with common location decision-making factors for target industries
  - Understand industry needs
  - Develop competitive advantage over competing communities
  - Assemble database of prospects (site selectors, target businesses, etc.)
- Reach the Market
  - Design a marketing strategy
  - Coordinate with other EDO's
- Add Value to Site Selection Process
  - Build relationships with site selectors
  - Provide support during site selection process
    - Respond to requests for information
    - Host site visits
    - Follow-up
  - Incentivize where necessary
- Improve the Product
  - Identify weaknesses and work toward turning them to strengths

In many communities, economic activity is either scarce or shrinking and jobs, sales, commercial tenants, etc. are highly sought-after. Investing in BAM has obvious appeal for them. This appeal, combined with the technological advances, the globalized marketplace, and increased mobility of businesses have made business attraction a highly competitive field. This competitiveness and the oft-accompanying use of incentives to attract businesses can render BAM a less attractive investment for communities that have fewer issues attracting businesses, such as Park City.

Why would Park City engage in BAM when so many businesses already want to be here?

1) While the resort-based economy easily attracts retailers, restaurants, and lodging with little to no effort or incentivizing by the local government or other economic development

organizations, non-resort businesses which provide higher paying jobs to residents are often dissuaded to locate in Park City due to high lease costs, remoteness, etc.

2) Taking a proactive approach in business attraction would allow PCMC to better shape the community and bring about the Community Vision and General Plan. The built environment is one aspect of community planning in which the City is heavily involved, but if you shape what the outward architecture looks like without paying attention to who locates within that built environment and how they're integrated in the community, you've only done half the job.

The attached article, "Red State Rising", gives some examples of how BAM principles have been used effectively here in Utah. It also gives an instructive case study of how multiple players can combine their efforts in BAM. Which leads us to…

Who Does Business Retention & Attraction?

Economic development is nearly always done through a decentralized approach. In most areas there are several entities engaging in some level of economic development – state government, county government, municipalities, chambers of commerce, non-profit economic development corporations, private venture capital groups, etc. Naturally, this decentralization can lead to confusion for the business community. Too many cooks in the kitchen can result in duplication of efforts and inefficiency unless each entity is clear about what they do not do and focus on their own core competencies. Coordination and partnership amongst all the players is key.

In determining the appropriate role for Park City in Business Retention & Attraction, Council should first have an understanding of the roles played by the various economic development actors in the region. The following is a list of entities that have economic development operations affecting Park City and Summit County along with a brief description of what they do and what they offer:

Governor's Office of Economic Development (GOED): Provides business resources for the creation, growth and recruitment of companies to Utah and to increase tourism and film production in the state. GOED administers programs that are based around industries or "economic clusters" that demonstrate the best potential for development, namely:

- Aerospace & Aviation
- Defense & Homeland Security
- Energy & Natural Resources
- Financial Services
- Life Sciences
- Software Development & IT
- Outdoor Products & Recreation
- Competitive Accelerators

GOED offers post-performance incentives to businesses that relocate to or expand in Utah. Incentive amounts and duration are determined by the GOED Board and Executive Director based on a set of guidelines and evaluation criteria. Businesses which align with target clusters are highlighted when applying for State incentives. Incentives include:

- EDTIF Tax Credit – Up to 30% state tax credit for businesses seeking relocation or expansion to Utah

- Enterprise Zones Credits – State tax credits for businesses locating or expanding in a designated zone (cities must apply to state for enterprise zone designation – there are currently no EZ's in Summit County)
- Industrial Assistance Fund – Post-performance grant for the creation of high-paying jobs in the state
- Research Tax Credits – Companies doing qualified research in Utah may be eligible for a non-refundable income tax credit of up to 5% of qualified research activities and 6% of qualified investments in research machinery and equipment.
- Recycling Market Development Zones – State tax credits for businesses that use recycled materials in their manufacturing processes
- Renewable Energy Development Incentive (REDI) – Post-performance refundable tax credit for up to 100% of new state tax revenues for projects consisting of renewable energy generation or related manufacturing
- Rural Fast Track (RFT) – Grant available to small companies in rural Utah (Summit County is not a qualifying county)
- Rural Development Grant – Available to non-profits, counties, cities, and towns in counties with population under 30,000 (Summit County is not a qualifying county)
- Technology Commercialization & Innovation Program (TCIP) – Grant program to help accelerate the process of taking university-developed cutting-edge technologies to market

In addition to these incentives, GOED also offers Private Activity Bonds (tax-exempt financing) for qualified projects, provides funding and oversight for business resource centers throughout the state, operates the Utah Office of Tourism and Utah Film Commission, pursues international business development, engages in workforce development, and works to educate small businesses and startups on how to successfully do business in Utah.

Economic Development Corporation Utah (EDCUtah): Contracted by GOED to carry out Business Attraction & Marketing activity for the State. EDCUtah is an investor-based public/private partnership working with government and private industry to serve as a catalyst for quality job growth and increased capital investment. EDCUtah assists in-state companies to grow and recruits out-of-state companies to expand and relocate in Utah.

EDCUtah serves as a comprehensive source of economic data, key public and private contacts, and assistance to companies working to grow their businesses in Utah. EDCUtah's involvement in expansion and relocation projects includes many elements such as gathering and consolidating critical economic data, preparing sophisticated economic analyses, organizing and hosting meetings and site visits, connecting clients with key government and private sector individuals and departments, facilitating discussions and negotiations, and helping clients throughout the entire relocation/expansion process.

Summit County: The County Council recently listed Economic Development as their #1 strategic issue. They've secured state grant funding to conduct surveys and interviews with local businesses to ascertain their needs and issues in preparation for developing a long-term business retention and expansion program. They've also established an Economic Development Committee to make recommendations for action.

While their exact role in the economic development landscape remains undefined, it is likely that they'll be seriously involved in BRE and BAM regionally in the future.

Park City Sustainability Department: The Economic Development Division of the Sustainability Department oversees planning and implementation of infrastructure projects – including walkability and trails, redevelopment area projects, main street improvements, etc. – as well as regulation of special events.

To date, Park City's role in economic development has largely been indirect – sort of an "If you build it, they will come" approach of infrastructure development. The City's efforts in BRE are limited to interactions with business associations and large employers, and the only direct BAM activity is a $20,000 grant set-aside for relocation.

Park City Business Resource Center (BRC): A private non-profit firm that provides direct assistance to start-up and existing businesses in Park City and Summit County. Services include business plan development, consulting and mentoring, and connection to financing.

The BRC currently receives $20,000 from PCMC through a Special Service Contract. Under the terms of the contract, the BRC is pledged to provide one-on-one consulting and mentoring, business plan development, and funding location assistance for businesses in Park City through FY 2013.

Park City Chamber/Bureau: The Chamber/Bureau exists to promote Park City and Summit County as a world-class destination for visitors. They do this primarily through domestic and international marketing efforts.

Their stated mission – to promote the Park City/Summit County area as a historic mountain resort destination with an ongoing Olympic legacy, enhance the resort experience, and be an advocate for a vibrant, healthy economy – suggests that they are largely focused on helping existing businesses by attracting tourism. In so doing, they also attract tourism-related businesses. Outside of advocating on behalf of businesses for business-friendly government policies, they do not participate directly in BRE and BAM efforts.

Park City Angels: The Park City Angels are a group of private investors who provide seed and early-stage capital in the range of $150,000 to $750,000 for promising local start-ups. Their members include successful businesspeople, entrepreneurs, executives, professionals and other business leaders who have built and funded strong companies. They mentor and coach the entrepreneurs in whom they invest, serve on their boards, provide contacts and assist with team building, strategic planning and fundraising.

Utah Fund of Funds: The Utah Fund of Funds is a major economic development program created by the Utah Legislature to provide the state's entrepreneurs with access to a broad array of quality funding sources. With an initial charter of $100 million approved in 2003, the fund invests in quality venture capital/private equity firms, which in turn explore investments in promising Utah entrepreneurial growth companies statewide. In the 2008 session, the state legislature augmented the program with an additional $200 million.

Small Business Development Center: Supports market and industry research for rural businesses statewide, helping focus on outreach with an emphasis on small business expansion, reinforcing the need for rural outreach partnerships.

Utah Microenterprise Loan Fund: Non-profit organization providing small loans ($1,000 - $25,000) to people who cannot qualify for traditional small business loans due to lack of business history, sufficient collateral or poor credit. This is a statewide program.

Small Business Administration (SBA): Federal agency providing support to entrepreneurs and small businesses through access to SBA-backed loans, government contracting opportunities, disaster assistance, and training programs.

The Utah Science Technology and Research initiative (USTAR): Long-term, state-funded investment to strengthen Utah's "knowledge economy." USTAR invests in world-class innovation teams and research facilities at the University of Utah (U of U) and Utah State University (USU), to create novel technologies that are subsequently commercialized through new business ventures. This investment stimulates additional technology-based start-up firms, and significantly increases high-paying job opportunities and business activity in Utah.

Analysis:

Evaluating the External Environment: *Does Park City Need Business Retention & Attraction?*

Park City's economy is healthy. Following the decline of the mining industry in the 1950's, Park City recognized the opportunity to expand into recreational tourism and began developing the ski industry. Tourism continues to be the chief local economic driver with world-renowned recreational opportunities at the center of activity complimented by special events and a unique and entertaining retail mix. Park City has developed a recognizable brand as a multi-seasonal resort destination.

Despite this unquestionable success, Park City would do well to take a lesson from the past and continue to scan market conditions for threats to the predominant local economy as well as emerging opportunities.

The recently adopted Park City 2030 Strategic Plan identifies Diverse Economic Opportunities as a Council Priority. This long range plan identifies a need to foster "diverse job opportunities that pay a living wage and enable full-time residents to live within a reasonable distance of their jobs." The strategic plan lists desired outcomes that the City should aspire to by 2030, including 1) Resident live a work locally, 2) jobs paying a living wage, 3) skilled, educated workforce, and 4) primarily locally owned businesses. These aspirations represent an acknowledgement that the tourism-heavy approach taken in the local economy has left voids that are not being filled by simple market forces. If Park City is to attract and retain high-paying jobs that will sustain the permanent population, the City may choose to consider a more active BRE and BAM role.

Council also recently approved the Bonanza Park Area Plan (BOPA Plan). This document lays out a plan to "continue to support the ski and outdoor recreational industry while also beginning to promote innovation opportunities that diversify the City's economy." The BOPA Plan envisions a live-work district with mixed-use development integrating office, residential, and complimentary retail and services. The area might also accommodate an innovation district, which could include a business incubator, a higher learning satellite campus, and/or a culinary school. The BOPA Plan represents a shift in the economic focus of Park City which would likely require enhanced BRE and BAM tactics in order to effectuate.

In entering this new realm of economic development, the external landscape should be examined and elements of this landscape should be classified as opportunities or threats. The following analysis begins this classification using elements that have been examined in existing studies. It is not intended to be a complete list of external opportunities and threats. During the Study Session on December 13, Council will have a chance to continue this analysis by jointly brainstorming using SWOT (Strengths/Weaknesses, Opportunities/Threats) theory.

> SWOT analysis is a structured planning method used to evaluate the Strengths, Weaknesses, Opportunities, and Threats involved in a project or in a business venture. In this case, it is applied to the potential for PCMC to engage in business retention and attraction.
>
> SWOT involves identifying the internal and external factors that are favorable and unfavorable. Favorable internal factors are considered strengths, or characteristics of the internal organization that give it an advantage over others. Unfavorable internal factors are weaknesses. Favorable external factors can be considered opportunities, or chances to improve performance in the environment. Unfavorable external factors are threats.

Opportunities

- Year Round Economic Generators
  - Innovation District
    - Geographic clustering of design, media, and creative firms
    - Encourages collaboration and innovation
    - Difficult to create, slow to show economic returns
    - Has been done effectively elsewhere (such as Aspen) and could be a great fit for BOPA, but not recommended by Design Workshop (DW)
  - Business Incubator Center
    - Physical space and support for start-up businesses
    - Fosters self-sustainable start-ups and high-paying jobs
    - Seen as viable and recommended by DW
  - Higher Education Institution
    - Satellite branch or campus of USU or U of U
    - Not recommended due to strain on housing resources
  - Film Festival Campus/Festival
    - Permanent film center/campus dedicated to festival and spin-off activities
    - This is recommended by DW
  - Event/Convention Center
    - Multi-use event facility
    - Not recommended by Conventions Sports & Leisure (CSL) due to market conditions and non-proximity to lodging and retail
  - Museums
    - DW does not recommend – nice resort feature, but not an economic generator
  - Culinary Institute
    - Has some of the same short-comings as a higher education satellite – students would need to commute or would put a strain on affordable housing

        - Could be a nice complimentary piece to restaurant industry, but is only supplying employees not creating many jobs
    - Location-Neutral Businesses
        - Sole proprietors or employees of businesses that can conduct business regardless of where they're located
        - Park City is uniquely qualified to attract this economic sector due to quality of life in tandem with proximity to international airport
        - Marketing to these groups could bring a whole new export to Park City with very little footprint
    - Business Retention & Expansion
        - See description in Background Section
        - Should be part of any economic development effort
    - Creative Class Opportunities
        - Could be integrated into other concepts, such as business incubator, innovation district, location-neutral businesses, etc.
- GOED Target Clusters
    - Aerospace & Aviation (probably not applicable to Park City)
    - Defense & Homeland Security (probably not applicable to Park City)
    - Energy & Natural Resources
    - Financial Services
    - Life Sciences
    - Software Development & IT
    - Outdoor Products & Recreation
    - Competitive Accelerators
- Location Quotient Analysis (LQ) – An assessment of the concentration of certain business sectors in Park City/Summit County relative to the region (Utah). The results of LQ indicate either under-representation or specialization. An LQ value under 1.0 means that the industry is under-represented and therefore may reveal an opportunity for expansion.

Location Quotients by Industry	Utah	Summit Co. /Park City
Natural Resources & Mining	0.95	0.42
Construction	1.33	1.60
Manufacturing	1.06	0.30
Trade, Transportation & Utilities	1.05	0.86
Information	1.13	0.49
Financial Activities	1.05	1.12
Professional & Business Services	1.00	0.55
Education & Health Services	0.84	0.31
Leisure & Hospitality	0.95	3.36
Other Services	0.80	0.85

    - Opportunities would appear present in the Information, Professional & Business Services, and Education & Health Services sectors.

- Supply Chain Gaps
    - Use Industry Advisory Council to ID missing links in supply chain for target industries

Threats

- Retail Market Study
    - Retail mix – Lower ratings for Main Street, Lower Park Ave, BOPA and Prospector
        - Could be impacting sales per square foot
    - Main Street not attracting locals, and therefore not providing opportunities for visitors to meet with locals
    - Lack of gathering and entertainment spaces
- Carrying Capacity Analysis
    - Parking capacity – Main Street, Brew Pub Lot and Swede Alley are peaking out on Winter/Summer weekend days
    - Traffic Issues – Several streets in Lower Park Ave, Bonanza, and Deer Valley do not meet standards for performance during peak periods, and there are ingress/egress issues in Prospector
    - Trails – Crowding is an issue at peak times and during events

Other Potential Opportunities/Threats

- Climate Change
- Ski Link

Evaluating Internal Capabilities: *What Does PCMC Have to Offer?*

In order to answer the question of what role PCMC might play in addressing business retention and attraction, we must evaluate the resources, capabilities and processes that PCMC as an organization brings to the table. These can be classified into strengths and weaknesses for purposes of SWOT analysis. The following list begins to brainstorm what value Park City might add. It is not intended to be a complete list of strengths and weaknesses. During the Study Session on December 13, Council will have a chance to continue this analysis by jointly brainstorming using SWOT (Strengths/Weaknesses, Opportunities/Threats) theory.

Top Factors Considered by Site Selectors	
1) Transportation Access	7) Availability of Skilled Workforce
2) Labor Costs	8) Low Crime Rates
3) Tax Exemptions	9) Shipping Costs
4) Occupancy and Lease Costs	10) Energy Availability/Costs
5) State & Local Incentives	11) Availability of Buildings
6) Corporate Tax Rate	
Source: www.areadevelopment.com	

When considering internal strengths and weaknesses, it's important to bear in mind that what we consider a strength or a weakness may not be considered so businesses. The chart at right shows the most important factors that site selectors consider when choosing an area for expansion or relocation. Please note, for example, that "Quality of Life" is not one of these factors. Economic Development experts will tell you that it is a mistake to try to market quality of life as a business attraction tool.

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Furthermore, as this analysis is to determine the role PCMC might play in business retention and attraction, this list of strengths and weaknesses should focus on those things that PCMC itself has control over. For example, proximity to SLC Airport is something we don't control. It exists regardless of anything PCMC does. If a business is going to make a decision on that factor, the decision will happen regardless of anything the City does, so it's irrelevant to the question of the City's role. However, transportation service to the SLC Airport is something the City could be involved in, and might therefore be considered.

Strengths

- Administrative Tools
    - Planning Decisions – Density Transfers, Height Allowance, Setback Reduction, Parking Requirement Reduction, Overlay Zoning, Streamlined/Fast Track Review
    - Economic Development Office – Coordinate ED Programs & Support Services, Market Analysis, Marketing & Information, Ombudsman, Site Selection Assistance (GIS)
    - Enterprise Zones – Designate area for State Tax Incentives
- Indirect Facilitation Tools
    - Special Improvement Districts – Localized Infrastructure Financing
    - Business Improvement Districts – Marketing/Special Events, Low-Cost Improvements/Maintenance, Potential Funding for Business Incubator
- Direct Financial Tools
    - Tax & Fee Incentives – Property Tax Rebates, Sales Tax Rebates, Development Fee Waivers, etc.
        - Performance-Based Criteria, 'But for' Determination, Clawbacks, Minimum Investment
        - Focus incentives on businesses that export goods/services and import jobs and money ("Good" money)
    - In-Kind Contribution – Land Write-Downs/Trades, Building Write-Downs, Land Assembly
    - Economic Development Grants
    - Direct Loans – Low Interest Mezzanine Financing, Revolving Loan Funds, Loan Guarantees
    - Tax Increment Financing – Existing Redevelopment Areas

Weaknesses

- Indirect Facilitation Tools
    - Business Development Activity – Business Information, Assistance & Training, Business Incubator, Workforce Training
    - Special Taxing Districts – Funding for Projects/Programs of Broad Benefit
    - Additional Authorized Taxes – Transient Room Tax
- Direct Financial Tools
    - Private Activity Bonds – Conduit Financing, Exempt Facilities Bonds, Qualified Redevelopment Bonds, Industrial Development Bonds
    - Tax Increment Financing – New CDA's or EDA's

- State-Federal Grants/Loans – CDBG, Brownfields, Utah Industrial Assistance Fund, Community Economic Development Project Fund

Policy Question: *What Role Might PCMC Play in Business Retention & Attraction?*

During the Study Session on Business Retention & Attraction scheduled for December 13, 2012, staff will facilitate a brainstorming session with Council using the SWOT framework. Once Council has identified and discussed the SWOTs related to business retention and attraction in Park City, Council should provide broad direction to staff regarding the general role that PCMC might play in this field. Staff will then design a business retention and attraction program to submit as part of the budget process along with recommended funding levels.

In addition to performing an internal SWOT analysis, Council might consider reviewing best practices in order to solidify an understanding of how a regional economic development effort can work and what role a municipality might take. According to 2011 "Winning Strategies", the following were ranked as Best of Class Economic Development Organizations:

Greater Phoenix Economic Council
Kansas City Area Development Council
Charlotte Regional Partnership
Austin Chamber of Commerce
The Indy Partnership

Staff will not detail the pro and cons of these programs in this report, but will review these best practices for inclusion in the eventual proposed program once Council identifies the general role they want the City to play in business retention and attraction.

Department Review:
This item was reviewed by the Sustainability Department, Executive Department, Legal Department, and the Budget Department.

Alternatives:
This Item is informational. No official action is required.

Funding Source:
No funding is being requested at this time. However, Council's direction to staff may result in staff proposing a new program which would require additional funding. Should this be the case, staff will put a budget request through the BFO process and funding will be identified at that time.

Consequences of not taking the recommended action:
Staff would hold the existing course with regard to business retention and attraction

Recommendation:
During a Study Session on December 13, Council should evaluate the City's potential role in business retention and attraction using SWOT analysis. Then Council should provide broad direction to staff regarding the role the City might play in business retention and attraction. Staff will then return during the budget process with a program proposal.

References:

Carrying Capacity Study & Metrics Analysis http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=8713

Retail Market Study
http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=8693

Year Round Economic Generator
http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=10361

Bonanza Park Area Plan
http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=8617

Attachments:

A – “Red State Rising”, High Country News, October 2012

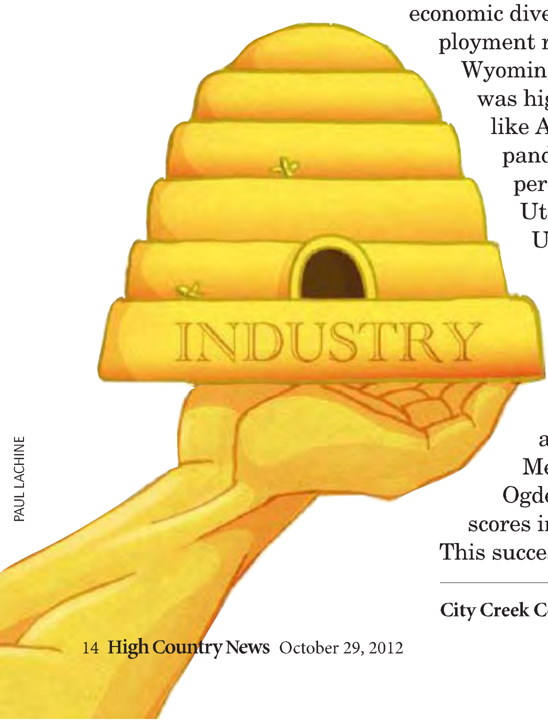
Red State Rising

How the GOP runs Utah with a collectivist touch

"Our object is to labor for the benefit of the whole ..."
—Brigham Young, 1873

A throng of cars floats down Interstate 15 on an end-of-summer morning, the rising sun wreathed in the orange gauze of distant wildfire smoke. In Lehi, a suburb sandwiched between Salt Lake City and Provo, a massive steel-and-glass shape juts out from the hillside over the interstate, sporting a huge banner that reads "Adobe." It's the 280,000-square-foot first phase of the software giant's new campus, which will house more than 1,000 employees, adding to the 600 already in Utah. Behind the building, rows of new houses are marching up the hillside, watched over by the gleaming white steeples of Mormon meeting houses. A flock of paragliders hangs in the hazy air above the subdivision.

It's a perfect snapshot of Utah's economy, which by nearly all measures is doing quite well. The state has more manufacturing than its neighbors, greater economic diversity, and in August the unemployment rate was 5.8 percent, tied with Wyoming for lowest in the West (Nevada was highest with 12.1). Big businesses like Adobe and Goldman Sachs are expanding their presence here. A lower percentage of people live in poverty in Utah than in most of the nation, and Utah consistently has the best Gini Index score, meaning the wealth is more evenly distributed. In the past year alone, at least a half-dozen media outlets have ranked Utah among the top five places to live or do business, and the Brookings Institution's Metro Monitor consistently gives Ogden, Salt Lake City and Provo top scores in recovery from the recession. This success has observers asking: What's Utah's secret sauce? Republican Gov. Gary Herbert says that the main ingredient is a laissez-faire, no-government-interference, free-market approach. "This is no surprise to Utah, again confirming that reasonable regulation, low taxes and an unparalleled workforce are the best components to promote economic growth," Herbert told *The Salt Lake Tribune* in August, after *CNBC* chose his state as number two for business in the nation. "We achieve this growth by creating the best conditions for the free market to do what it does best."



PAUL LACHINE

In other words, Utah — one of the politically reddest states — provides an ideal atmosphere for the "We Built It" slogan that the Republican Party has adopted this campaign season. Utah's relatively low corporate tax rate (5 percent) and the Herbert administration's recent effort to streamline regulations have also attracted businesses fleeing states with higher taxes and more onerous rules.

But look a little more closely at Lehi, and a more complex recipe emerges. Adobe may, indeed, have been lured here by low taxes, but $40 million in incentives from the state government, plus millions more in local incentives, also helped. So did the state-funded effort to turn its universities into high-tech incubators of sorts and the taxpayer-funded commuter rail that will be extended to near the company's campus later this year. Adobe employees will overlook the whirling industrial sculpture of state-incentivized wind turbines, along with an even bigger campus of sorts across the valley, a 1 million-square-foot, $2 billion National Security Agency "spy center" funded by federal taxpayers.

We Built It? Sure, as long as the "We" includes a healthy dose of all levels of government involvement, and impressive influence from The Church of Jesus Christ of Latter-day Saints, building on a long history of strong centralized planning and rebellion *against* unfettered capitalism and the Western frontier individualist ethos. "To the very desirable assets of the Western landscape, they've added good policy," says Mark Muro, co-director of the Brookings Mountain West think tank. "It's not a big government, but they're doing smart things. It's a planning-oriented, smart, lean government."

City Creek Center in Salt Lake City, a new downtown project developed by The Church of Jesus Christ of Latter-day Saints. ED KOSMICKI

Matt Godfrey, who just finished three terms as mayor of Ogden, Utah, pushed for downtown redevelopment in buildings such as the former American Can Company, now home to Amer Sports. At right, the city-sponsored restoration project on Jefferson Avenue. ED KOSMICKI

TO SEE THIS DYNAMIC at work on a smaller, hyped-up scale, follow I-15 past the Adobe campus, through the edge of Salt Lake City and past the Deseret Industries grain elevators at the LDS Welfare Square. Stop in Ogden, a city of about 80,000 nestled against the mountains, where another Republican and self-proclaimed free marketeer, Matt Godfrey, used his power as mayor to push, pull and cajole a transformation in his city, from rundown railroad burg to, in his words, a "cool, hip funky town being reborn as an outdoor mecca."

Godfrey, who has the slight build of a long-distance runner — he was an all-American track star in college — and thinning hair that he keeps tightly shorn, wears a friendly grin when I meet him in Ogden's historic Ben Lomond hotel on a hot September day. He doesn't remotely resemble the images evoked by the "Boss Godfrey" nickname pinned on him by his critics. He bounds into the hotel lobby wearing a T-shirt and jeans, and notices a hotel guest who's heading towards the front door with a bicycle and gear in tow. "Awesome!" says Godfrey, in a soft, high-pitched voice. "That's what I love to see, mountain bikes in hotel lobbies."

It's fair to say that that particular mountain bike, pushed by a competitor in the XTerra national championship mountain triathlon and trail-running event taking place in Ogden that weekend, was there thanks to Godfrey. From the moment he took office in 2000 until he left last January after deciding not to run for a fourth term, Godfrey worked vigorously — some would say autocratically — to turn downtown Ogden into a place where mountain bikers and runners and skiers would feel at home.

Different industries and government programs shaped Ogden from the time it first boomed back in 1869. Back then, Ogden was one of the two nearest cities to where the Union and Central Pacific branches of the Transcontinental Railroad met. The other was Corinne, a non-Mormon town with a bunch of saloons. Though Latter-day Saints President Brigham Young fretted about the evil outside influences a railroad might bring, he was also pragmatic, and wanted a Mormon community to reap the benefits, too. So he got his Ogden followers to give up pieces of their land, which he then offered to the railroad companies on the condition that they build their major terminal and hub in Ogden. It worked. Corinne, the loser, virtually vanished. Ogden thrived.

Its status as a railroad hub drew manufacturers, distributors, icehouses, banks and stockyards. In 1926, the *Denver & Rio Grande Western Magazine* called Ogden "one of the leading industrial centers of the great Intermountain West." That legacy can be seen in the downtown area's solid, sometimes grand architecture. The population of Ogden grew from about 1,500 in 1860 to 10 times that in 1890, and growth continued at a rapid clip for decades.

Beginning in the 1950s, air travel and the interstate highway system replaced the rails. With the development of mechanically refrigerated railroad cars and trucks, Ogden's niche as an ice manufacturer and layover stop for perishable goods melted, and the giant ice factory fell idle in 1972. The American Can Company shut down seven years later. Ogden's population stalled out at around

70,000 in 1960, and stayed there for the next four decades. The core of the city was hollowed out, the population aged, and by the 1990s, as sprawl filled up the space between the mountains and the Great Salt Lake, Ogden was in danger of degenerating into a beat-up, crime-ridden suburb of Salt Lake. The Ogden River, which skirts downtown, was so nasty after decades of dumping and neglect that in 2007, celebrity environmentalist Robert F. Kennedy Jr. called it a "putrid waste conveyance."

It was this city that Godfrey, at the tender age of 29, hoped to lead. He had grown up in Ogden, attended college here at Weber State University, and watched the decline. He had a bit of business experience, but none in politics, though he had already been a bishop in the Mormon Church, an asset in the Utah political arena.

"We were struggling," says Godfrey. "No one stepped in and said: 'We have to transition our economy.' So for 40 years we just kept being the old railroad town. When I ran for mayor, people would say, 'I just want to see the railroad come back.' It was unbelievable."

Godfrey ran on being "aggressive about putting forth a new vision of the community." Within six months of winning office, he and his colleagues firmed up the vision: Ogden would draw on its ready access to skiing, biking, climbing and other outdoor activities and become a "high adventure recreation" mecca. It soon became clear that this vision required a hands-on approach.

"I'm a free-market guy. My philosophy is that the market should drive things," says Godfrey. Yet, rather than lowering taxes, easing regulations or getting government out of the way of market forces, Godfrey used the tools at the city's disposal to pursue his vision. "It's only when the market is broken that the government should get involved. Trying to correct it so that it can thrive on its own again, and that's what we tried to do."

Godfrey, who now works in the private sector as an economic development consultant, begins a before-and-after tour of the downtown just outside the hotel. "That place was a mess," he says, pointing across the street at the park next to City Hall. Today, its gardens are meticulously manicured, the grass brilliant green and freshly trimmed — a nice place to sit and eat lunch from one of the nearby taco vendors. But back then it was "filled up with whatever the next step up from homeless is," says Godfrey, and its hedged-in playground was littered with syringes. The city government stepped in and, with the help of grants, built an amphitheater and cleaned the place up. It was one of Godfrey's first big initiatives.

Perhaps the most striking thing about the tour is less the transformations that took place, though they are remarkable, than the extent to which the city government pushed them through, whether by increasing regulation, getting greater funding for the cops, spending federal stimulus money, handing out incentives, tax-increment financing, arm-twisting, or simply buying property and developing it itself. Over the past 12 years, the city embarked on its own unique and massive stimulus program.

There's the paved bike path that now winds its way through lush trees alongside the once "putrid" Ogden River and its four kayak parks. This $6 million restoration project, which required removing some 13,000 tons of concrete and thousands of tires from the waterway, was completed this year. A few blocks from the river, the big, brick former American Can Company building bustles as the headquarters of a charter school and Amer Sports' North American headquarters. The interior is airy and light, corporate and modern with giant exposed old beams giving it a rustic edge, a remodel that was incentivized by the city. On historic 25th Street, a once-vacant lot now holds a somewhat posh restaurant, condos and boutiques, another of the city's many public-private partnerships.

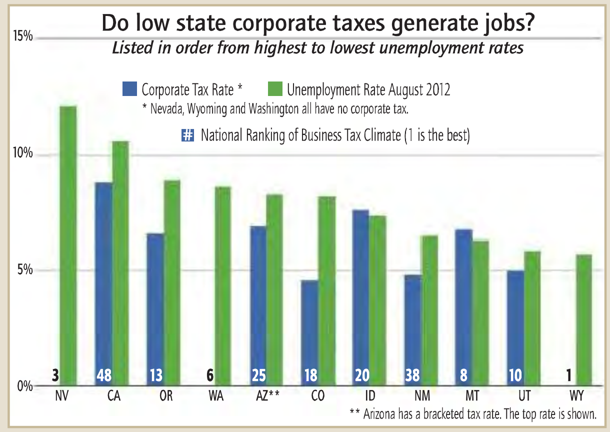
Realizing that upscale businesses wouldn't do well without a nearby upscale clientele, the city bought most of the houses — grand old Victorians divided into apartments that were slowly deteriorating — on a block of Jefferson Avenue east of downtown. The city then sold them at a low price and subsidized their restoration.

When Godfrey was first elected, it looked like the Ogden City Mall, in the heart of downtown, would either sit empty or become a call center. The city government bought the mall for $6 million, then spent tens of millions more for its demolition, building in its stead the Salomon Center, the anchor of what is now The Junction — a 48-acre mixed-use development that is surely the flagship of Godfrey's legacy. Though designed to meld with the historic streetscape, The Junction retains a mall-like feel, with piped-in music drowned out by the roar emanating from the Salomon Center's indoor skydiving fan.

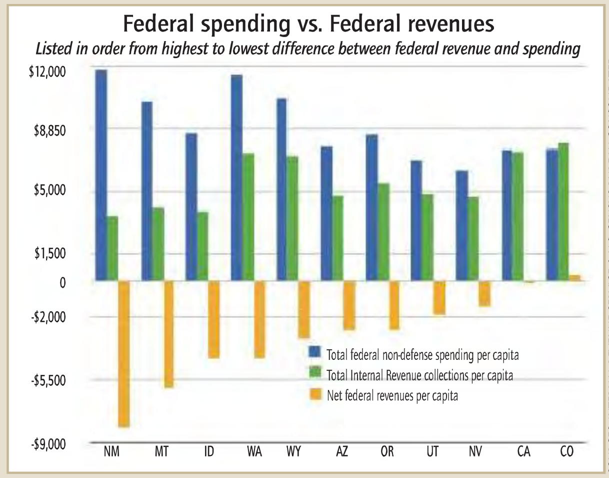
ON THE NORTH END of The Junction, Deseret Books — owned by the Mormon Church — occupies a large retail space. The main window display, featuring a book of the teachings of Joseph Smith, faces a huge construction zone, with a crane towering overhead and workers moving about busily on a skeletal structure. "That's the temple," says Godfrey, stopping the SUV for a moment and looking up reverently. "It's going to be awesome."

In 1999, before Godfrey was elected, the church began construction of the 220-apartment complex, Colonial Court, on church-owned land just west of the temple, marking the first major development in downtown in years. After he was elected, Godfrey met with church officials and urged them to keep building to help bolster the city's own efforts. Now they're doing just that: Ogden's temple,

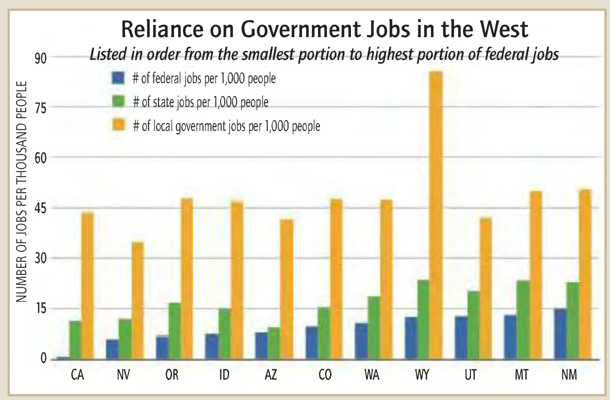
Western economics at a glance



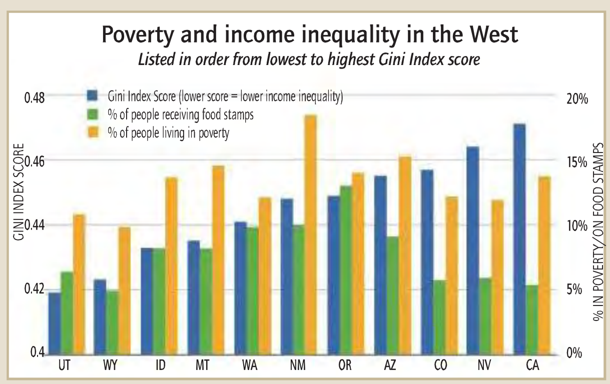
SOURCES: THE TAX FOUNDATION AND BUREAU OF LABOR STATISTICS



SOURCES: INTERNAL REVENUE SERVICE & U.S. CENSUS BUREAU CONSOLIDATED FEDERAL FUNDS REPORT 2010



SOURCE: BUREAU OF LABOR STATISTICS



SOURCE: U.S. CENSUS BUREAU

The church-built Colonial Court apartment complex in Ogden. The church is also renovating its Ogden temple and working on a $250 million mixed-use development surrounding it.
ED KOSMICKI

one of 16 in the state and 139 worldwide, is getting a major makeover of its old 1970s space-age sheen. On the surrounding land, the church's real estate arm is also doing a major mixed-use development for an estimated $250 million.

> **"The Church neither exercises nor seeks control of government, yet it remains not only the most powerful single interest in Utah politics, but the most powerful single interest in the politics of any American state."**
>
> —Rod Decker, journalist

The LDS role in the economy and land-use planning of Utah is often downplayed, even by church officials. They insist, for example, that their development efforts are solely to insulate their temples from urban blight. But the significance of their role can't be denied. The state was originally colonized by Mormons, after all, and today more than 60 percent of Utahns are Mormons, according to church counts. A much greater percentage of Utah politicians belong to the church, so LDS culture inevitably seeps into local and state decision-making.

Then there's the church's corporate presence: It owns Utah's second-biggest newspaper, a book publisher, dozens of radio stations, financial companies, a hotel and a handful of restaurants, not to mention a great deal of land. An *HCN* analysis of property records found that two of the church's real estate subsidiaries, Property Reserve Inc. and Suburban Land Reserves, together own more than 200 parcels in Salt Lake County alone, valued at more than $340 million. Perhaps more surprising are their out-of-state real estate holdings, which include 150 parcels in Maricopa County, Ariz., home of Phoenix, and almost 2,300 acres in neighboring Pinal County, where the church bought an unbuilt subdivision in 2008 for a whopping $72 million. A Reuters story earlier this year estimated the church's net worth at about $40 billion.

"The Church," wrote Rod Decker, now a reporter for a Utah television station, in *Sunstone* magazine in 1992, "neither exercises nor seeks control of government, yet it remains not only the most powerful single interest in Utah politics, but the most powerful single interest in the politics of any American state."

Concrete symbols of its influence can be seen in Ogden and, on a much grander scale, in the $2 billion redevelopment by the church of a major portion of downtown Salt Lake City. This spring, City Creek, one of the largest mixed-use developments in the nation, with eight high-rises, 90 retail stores and hundreds of condos, opened for business. Even before that, the church dominated the city's core, with Temple Square and various church-owned enterprises stretching out from there, including the imposing Albert Speer-esque LDS Conference Center. City Creek's development also kept the city's building industry afloat during the housing bust, employing at least 1,500 construction workers.

"(The church) did it during a recession and they didn't bat an eyelash," says Mark Knold, chief economist for the Utah Department of Workforce Services. "You could almost go so far as to call them a recession-proof industry." The church also provides a fairly hefty safety net through its welfare program, Deseret Industries — a network of thrift stores that puts unemployed or disabled people to work — and major support of the Utah Food Bank; it donated more than $2.5 million to a 2009 capital fundraising campaign. The church won't share its employment figures and the state doesn't track them, so its precise effect on the local economy will always remain a mystery.

THE CHURCH'S CULTURAL INFLUENCE also spreads far and wide. Most obvious are the state's liquor laws, stemming from the church's prohibition on alcohol. Some of the more arcane ones — Happy Hour is illegal in Utah — may have a negative drag on the economy by discouraging tourism. But if you want to buy beer for your river trip in Utah, you need to go to the state-owned liquor store, a bit of socialism in action. In 2011, such sales generated $62 million in profit for the state's General Fund, according to the Utah Department of Alcohol Beverage Control, in addition to millions more in sales and school taxes.

Culture also plays a role in Utah's response to the housing boom and bust, which mirrored the Arizona and Nevada housing markets but to a lesser extreme. "Utah is different than the rest of the nation," says Knold. "We're even different than our neighbors, and I would sink that into the Mormon community. ... What is different is high birth rates. The LDS community promotes big families." Arizona and Nevada, it's now clear, overbuilt housing during the boom, and now that in-migration has slowed and even reversed, there's simply not enough bodies to fill them. Utah grows its population from within, so while overpricing was a problem here, overbuilding was not, leading to a faster housing recovery.

Utah's high birth rate also makes it the youngest state in the nation, with a big, youthful labor force from which the Adobes and Amer Sports can choose new employees. "I know it's not politically correct to say this," says former Sen. Bob Bennett, a Utah Republican, "but Utah's workers show up in the morning, they are not drunk and they speak foreign languages (largely thanks to the Mormon Church's international outreach) and English."

But these youngsters also skew employment figures because if they get laid off or can't find work, they find it easier than middle-aged folks to live with mom or go back to school. As a result, they're not looking for jobs or collecting unemployment, meaning they're not counted in the state's unemployment rate, which remains much lower than the national average.

"There's a cohesive culture out of the LDS that is clearly an element that has tended to dampen conflict — has sought to find consensus and communitarian values," says Brookings Mountain West's Muro. That has been an important key in getting land-use plans, mass transit and other smart-growth, progressive initiatives done in a state with an often libertarian ideology, says Brenda Case Scheer, dean of the College of Architecture and Planning at the University of Utah.

After all, using central planning to accomplish a vision is hardly new in Utah. *(See related story, facing page.)* When Brigham Young and his followers arrived in the Salt Lake Valley in 1847, they wanted to make it a home, not just a place to raise cattle or dig for gold. This would take slow, deliberate planning as opposed to the free-for-all land rush that consumed much of the rest of the West. They began with a cooperative effort to build an irrigation system that belonged to everyone, and then laid out the towns. "The towns and villages were not established inadvertently or by individual initiative ... they were a result of very definite plans," wrote Hamilton Gardner in *Cooperation Among the Mormons* in 1917. Throughout Young's reign and on into that of John Taylor, his successor, such central economic and land-common dining hall. All property was turned over to the community corporation, including land, livestock and machinery. Decision-making was centralized. The population grew to 600, with around 200 acres of communal fields. The citizens built a sawmill, cabinet shop, woolen mill, shoe shop and tannery. Wealth was distributed evenly. Everyone ate together and wore locally made uniforms.

Other communities eventually abandoned the Order, but Orderville thrived in its collective state. At least until the outside world intruded. By the early 1880s, Congress was pressuring Mormons to not only abandon polygamy, but also to stop messing with the free market. In 1885, the feds rounded up and jailed hundreds of suspected polygamists, leaving many communities leaderless. And church higher-ups urged Orderville to abandon its remaining collective ways, so as to avoid even more negative attention.

Marriner S. Eccles took his Utah Mormon banker roots to Washington, D.C., in the 1930s, testifying to Congress that the cause of the Great Depression was the unequal distribution of wealth. He later became chairman of the Federal Reserve.
COURTESY FEDERAL RESERVE ARCHIVE

By the early 1900s, the United Order had died in practice. Still, its spirit lived on, permeating the politics and the economics of the church and the state up to today.

One such re-emergence came in the depths of the Great Depression, when a Utah Mormon banker and conservative Republican named Marriner S. Eccles was one of 46 citizens to address Congress on ways to stop or slow the downward economic spiral. Most witnesses suggested that extravagance, nature or God had caused the crash, and that balancing the federal budget was the only solution. Not Eccles. He told a dumbfounded Senate Finance Committee that the Depression's root cause was the maldistribution of wealth. There was plenty of money out there, it had just all ended up in the hands of a small group of the ultra-rich — the original 1 percent, if you will — leaving the other 99 percent broke, and unable to buy anything and fuel the economy.

How to fix the problem? The federal government had to raise taxes on the rich, forget balancing the budget and spend like crazy in order to redistribute the wealth. Eccles' five-point plan included allocating $500 million for unemployment and poverty relief, increasing funding to state and local governments for public works and infrastructure projects and refinancing farm mortgages.

"The orthodox capitalistic system of uncontrolled individualism ... will no longer serve our purpose," Eccles said, echoing Brigham Young and presaging John Maynard Keynes' 1936 work, *The General Theory of Employment, Interest and Money* — the basis for one of the principal schools of modern economic thought. "We must think in terms of the scientific, technological, interdependent machine age, which can only survive and function under a modified capitalistic system controlled and regulated from the top by government."

Eccles, who was not a church leader but whose family remains powerful in Utah, became the chairman of the Federal Reserve, and his theories provided the seeds of the New Deal.

In 1936, the Mormon Church created its Welfare Program, which today spans the globe, providing food, shelter, medical help and emergency aid to those in need. It had its underpinnings in the United Order. And it can't be coincidence that Utah today is the most philanthropic state, and wealth is more equally distributed here than anywhere else in the nation.

The Church adhered to the collectivist values of Smith, Young and Young's successor, John Taylor, also a strong proponent of wealth redistribution, until McCarthyism infected the nation in the 1950s. Then, maybe fearing more persecution, church leaders started an effort — perhaps concerted, perhaps not — to change their public image from borderline theocratic communists to full-on capitalists.

The ideological leader of this new, free-market Mormonism was Ezra Taft Benson, a rabid anti-communist who served as President Dwight D. Eisenhower's secretary of Agriculture and was LDS President for 14 years. In 1966, Apostle Marion G. Romney, Mitt's father's cousin, felt compelled to use his entire speech to the annual LDS General Conference to outline the differences between socialism and the United Order (distillation: the United Order has God, socialism doesn't). And in 1999, Phillip J. Bryson, a professor at Brigham Young University, wrote a paper called "In Defense of Capitalism" to counter some LDS scholars' anti-capitalist leanings.

It's the latter, capitalist version of Mormon history that the modern media has glommed onto. And it's not inaccurate — under Young's leadership, the church had its hands in a number of business enterprises, just like today — but it's also not complete. There are really two versions of Mormon and Utah history, running side by side, in direct conflict with one another. Those two versions are apparent today in Mitt Romney, who, as governor of Massachusetts implemented "Romneycare," advocated smart-growth policies and supported mass transit, as though channeling Eccles, and yet who is now running for president on an E.T. Benson-style platform that adamantly opposes all of that. □

use planning continued.

This history has helped Envision Utah, a non-governmental organization, accomplish a sort of regional land-use planning that has mostly avoided the bitter conflicts that such efforts tend to inspire in much of the West. Robert Grow, its founder and current president, bristled when I called Envision Utah "planning" — he prefers "visioning." Yet what they came up with by gathering input from 20,000 residents certainly looks like a giant comprehensive plan that lays out a roadmap for how the state should grow, without imposing any regulatory teeth.

The relatively homogenous culture, dominated by Republicans and the Mormon Church, reduces polarization, writes Scheer in a soon-to-be-published Brookings paper called "The Utah Model." It helps the state find consensus, even on issues such as mass transit or land-use regulations that are traditionally anathema to conservatives. "While the western ethic of strong property rights values extends to Utah, competing values of community and cooperation permeate at the local level."

To be sure, this "consensus-building" isn't always as sunny as Scheer makes it sound. This summer, a controversy broke out in Provo over LDS Church plans to replace old classroom buildings at its Missionary Training Center with a nine-story high rise. The leader of the opposition was a practicing Mormon, but he and other opponents backed down, reports *The Salt Lake Tribune,* after Mormon leaders urged them to support the church in its plans. There was an echo of much earlier efforts to get Mormons to toe the church's line. Mormons who failed to patronize the church-sponsored cooperative enterprises back in the 1870s risked excommunication.

FOR THE HALF-CENTURY AFTER they first settled in Utah, the Mormons were pummeled by oppressive legislation from a U.S. Congress that not only disliked polygamy (a practice the church officially abandoned in the early 1900s), but also resented the religion's collectivist economic ways, which threatened the era's captains of industry. Utah's never really gotten over it. This year, the state Legislature, which is 77 percent Republican, showed its disdain by passing a bill trying to "take back" federally managed land. While the move is seen as largely symbolic, it still rankles those who know how dependent the state is on the federal government. "Excuse me," says Knold, the state economist, in reference to the take-back-the-land bill, "do you realize how big that is in our economy?"

Really big. Federal agencies employ some 36,000 people across the state, the most per capita in the West along with New Mexico and Montana, and those workers get higher wages, on average, than those in most every other industry in Utah. The state received a substantial chunk of American Recovery Act stimulus funds, and Utahns collectively get more revenue from the feds than they pay in taxes, as is the case with most Western states. Communities near the gateways of Utah's national parks would dry up and blow away without the 6 million visits per year to the parks, and having all that federal land — i.e. open space — near the urban Wasatch Front boosts "quality of life," that elusive but essential ingredient for a healthy economy.

In Ogden, the federal government provides a cornerstone for the city's downtown revitalization, and its economy as a whole. Since the 1950s, the Internal Revenue Service has had a regional headquarters in Ogden, with thousands of employees. But when Godfrey got into office, the IRS was preparing to move further out into suburbia.

Godfrey fought back. After asking nicely, then invoking administrative orders mandating that the IRS move to downtown historic buildings if feasible, Godfrey finally threatened to take the agency to court. "It got ugly," says Godfrey. Finally, the IRS agreed to become "urban pioneers" with a $20 million project that combined renovation of old structures with construction of new ones. The IRS brought more than 1,000 jobs into downtown Ogden. Today, it remains Ogden's biggest employer, with more than 6,000 workers during peak season, and the impact of the downtown offices (which continue to expand) dwarfs that of any of the city's other redevelopment initiatives.

Those aren't the only federal dollars here. The roar of military jets is common, thanks to Hill Air Force Base just south of Ogden and its more than 10,000 employees. The U.S. Forest Service's Intermountain Region office, based in Ogden, provides more than 200 jobs. Just this summer, the feds gave $1 million to support a mobile phone and tablet app development lab in downtown. And the Ogden River restoration project was bolstered by $1 million in stimulus funds, a fraction of the $100 million the county has received in American Recovery Act funds since 2009.

Federal dollars are also apparent in Utah's public transportation system. In Tea Party-dominated states, governors have refused to accept high-speed rail funding from the feds, and libertarian conspiracy theorists say multimodal transport is one of the land-use planning methods employed by Agenda 21 folks to turn sovereignty over to the United Nations. In a 2011 column, conservative pundit George Will wrote that progressives love trains because it furthers "their goal of diminishing Americans' individualism in order to make them more amenable to collectivism."

But over the last decade or so, Utah has been able to wage a mass transit revolution with support from the public and a host of local leaders, including Godfrey. The expansion began prior to the 2002 Winter Olympics, when Salt Lake built its TRAX light rail system using federal dollars brought in with the help of then-Sen. Bennett, who ultimately lost his office to the Tea Party revolution. The TRAX system has grown rapidly since, funded in large part by a sales tax increase for which Utahns voted, along with city, state and federal dollars. Then, in 2008, the $600 million FrontRunner line from Salt Lake City to Ogden was completed, with some 80 percent paid for by grants from the U.S. Department of Transportation.

In an op-ed marveling at the strides Utah has made on the transit front, Janet Kavinoky, of the U.S. Chamber of Commerce, noted that in her native Wyoming, "people drive; transit is for big city folks and liberals." However, "Folks in the Salt Lake City metro area think differently than the rural Westerners I remember from my childhood. ... They respond to demands of businesses that want their employees to have multiple ways to get to work, and want to locate in a place with a good quality of life."

Indeed, Utah's long-term transit plans would make the George Wills of the world blanch. They include more public transit, not only for the Wasatch Front, but even in places like St. George, in Utah's Dixie. In the nearer-term, the FrontRunner will soon be extended south to Provo, and the TRAX system will reach out to the Salt Lake City airport. Land-use planners, spurred by the Envision Utah process, are urging cities to develop regulations and zoning that would cluster growth around transit stops. (Interestingly, the approach seems to mirror that of Mitt Romney's when he was governor of Massachusetts. In 2005, he said: "By targeting development to areas where there is already infrastructure in place, not only can we revitalize our older communities, but we can also curb sprawl as well.") It's an urbanist view, to be sure, and one that many conservatives would consider a volley in the so-called War on Suburbia, but it's also an echo from the Mormon Church's central-planning past.

"WE HAVE A VISION of the next American economy, which we think is very different than the real estate-fueled consumption economy that crashed," says Muro, of Brookings. "It's one that's much more oriented to production of things, the export of things, it is driven by strong regional innovation systems and industry clusters, and because it exports, it isn't so determined solely by the U.S. business cycle. Utah epitomizes that."

Muro is especially impressed with the Utah Science Technology and Research Initiative, created in 2006 by Republican Gov. Jon Huntsman Jr. The program's goal is to enhance research and innovation at the state's universities, then pair that with businesses, making the universities into high-tech incubators of sorts. Another Huntsman initiative is using incentives to help attract "clusters" of industries of the sorts Muro mentions — software, aerospace, the outdoor industry.

In the last year alone, the state government has given out more than $100 million in incentives to businesses relocating or expanding in Utah, including eBay, a Family Dollar distribution center in southwestern Utah, and Sephora and Hershey distribution centers. Over the past three years, the state incentivized IM Flash to the tune of $45 million; Goldman Sachs dramatically expanded its Salt Lake City presence with the help of a $47.3 million tax rebate; and Adobe

Please see **Utah economics**, *page 26*

Utah's mass transit revolution began before the 2002 Olympics with the federally funded TRAX light rail system. It continues to grow with city, state and federal dollars. ED KOSMICKI

A young family watches indoor skydiving at the Salomon Center sports adventure complex in Ogden, Utah. ED KOSMICKI

Utah economics, *continued from page 21*

and Morgan Stanley also drew from the state pot. More than $7 million in motion picture incentives were handed out last year, and the state also has strong rural development grants and renewable energy incentives.

Incentives fly in Utah, with support from some of the most conservative legislators, says Jeff Edwards, president of Economic Development Corporation Utah, a public-private partnership, because they aren't paid to the businesses up front. The state writes the check, usually in the form of a tax credit rebate, only after the business has settled in Utah and created a specific number of jobs with higher wages than the average for the area. The approach seems to be working. Utah has gained more than 24,000 jobs since August 2011, with the biggest gains in the manufacturing and "professional and business" sectors.

"If we're not willing to invest in our own community, why should we have the gall to ask others to invest in our community?"

—Matthew Godfrey, former Mayor of Ogden

Ogden has used state incentives — plus a generous offering of local cash and tax credits — to help it attract its own branch of the state's outdoor industry gear cluster. Amer Sports, an international conglomerate that owns Salomon, Atomic, Wilson, Mavic and other big names, moved to Ogden in 2007 with about 110 employees. Amer received $2.5 million in state incentives, in addition to some $5 million in local tax credits and incentives, including naming rights to the city-owned Salomon Center. Quality Bicycle Parts, a huge wholesale distributor, received state incentives for locating in Ogden, and ENVE, which builds carbon-fiber bike parts, was offered $1.3 million to "inshore" more than 300 Chinese manufacturing jobs back to Ogden.

Mike Dowse, Amer's Americas general manager, says he was attracted by Ogden's proximity to outdoor amenities (such as federal land), the incentives and the direct flights to Paris from Salt Lake City's airport. There was also cheap housing for his employees, who have bought some 30 homes in the area (the median home price in Ogden is about half that in Portland, Ore.). Dowse was also drawn by the then-fledgling outdoor industry cluster in Ogden, which provides a larger labor pool to draw from, a more collaborative environment and adds energy and bodies to the "high adventure" visions of Godfrey.

Ogden's cluster got its start when Curt Geiger, then vice president of Descente North America, convinced the Japan-based ski-apparel company's higher-ups to move its headquarters from Denver to a downtown location in 2004. They were drawn not by state incentives but by the promise of a gondola, an idea being floated by Godfrey and others at the time, from downtown Ogden to the eastern side of town, with a second leg leading up to the slopes. Goode Skis soon followed Descente, helped along by free access to a lake near downtown, renamed Goode Lake, where it can test its water skis.

ON A SUNNY SEPTEMBER DAY, I slip away from the notebook and the interviews for a run through the streets and hillsides of Ogden. I head east from downtown, past the stately First Security building, which yearns for some ski or software company to come in and ease its emptiness, continuing toward the mountains, along streets lined with brick arts-and-crafts style bungalows in various states of disrepair that would easily fetch a half-million each in Boulder, Colo., but sell for a fifth of that here. I wave to a crowd milling in front of the Al-Anon place, and hear angry screaming from inside a run-down bungalow and wonder if I should call the cops.

Whatever's in Utah's secret sauce, one thing is clear: It hasn't been dolloped out to everyone. As much success as Ogden has had in bringing jobs to downtown, the greater metro area continues to have unemployment and poverty rates higher than its neighbors. Likewise, the Wasatch Front's prosperity has not trickled outward to many other parts of the state, where small isolated communities like Green River struggle chronically and now wait desperately for something, anything, even a nuclear power plant. And even as the state hands out millions of dollars worth of incentives to Wall Street giants, it is the worst in the nation at funding elementary and secondary education, a slap in the face to long-term economic prosperity.

The pavement ends and I head up a steep trail to a place where I can sit and look out at the gob of humanity that sprawls to the edge of the Great Salt Lake. It was not far from here that, 165 years ago, Brigham Young looked out onto this scruffy and treeless valley and saw it as the Promised Land, or at least decided it could be, with enough hard work. He knew that he couldn't simply unleash his minions and expect them to go forth and build a cohesive home in this hostile land. The Western frontier ethos wouldn't work here. They'd need guidance, cooperation and strong central planning to make the "desert blossom as a rose." Young never retreated from that, even when it got ugly: He forbade Mormons from selling wheat to Gentiles (though Gentiles could work for it), and in at least one instance failed to stop violence against Gentiles.

And then there's Matt Godfrey. He wanted Ogden to be the kind of place he would be happy to call home, a bustling downtown with young folks heading out on mountain bikes from not-too-expensive homes after a day at high-paying, professional jobs with outdoor gear companies. It took a lot of hard work, sacrifices and a sometimes-heavy hand from the government.

True, some of his efforts crashed: The gondola remains no more than a dream, as does the $14 million velodrome and the free-standing ice-climbing tower. Descente moved out into the suburbs and fired Geiger, who subsequently started his own downtown gear business. Even Envision Ogden, a nonprofit started by Godfrey and others to provide a non-governmental economic development organization, perished after it got caught up in a campaign finance scandal that's still under investigation.

Still, by nearly everyone's reckoning, Ogden's come a long way in the past decade. There are new jobs, great trails and a pleasant downtown peopled by a vibrant new community of folks drawn by the changes. Some of the credit goes to Godfrey, but mostly it's attributable to the paradoxical politics of Utah, a pragmatic if unlikely blend of free-marketeering and a pro-planning, Keynesian approach. Godfrey embodies that.

"I'm financially very conservative," says Godfrey, responding to those who have compared him to Joseph Stalin more times than he can count, "but I also don't believe in a free lunch. If we're not willing to invest in our own community, why should we have the gall to ask others to invest in our community? People were saying, 'It's a big gamble.' Yeah, it is, but doing nothing is a much larger gamble." □

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City Council Staff Report

Subject:	**Fleet Fuel Strategy**
Author:	**Kent Cashel and Tyler Poulson**
Department:	**Fleet and Sustainability**
Date:	**December 13, 2012**
Type of Item:	**Informational**

Summary Recommendations:
Staff recommends that City Council review details and analysis on Park City's fleet fuel strategy and provide policy direction on potential next steps.

Topic/Description:
This Staff Report contains discussion and comparative analysis on the City's current fleet fuel choice relative to potential alternatives. The report is primarily a high-level overview and lacks the exhaustive, Park City-specific analysis that would be required to make a final decision on a fuel transition. Staff will be requesting input and direction from City Council on the appropriate next steps.

Background:
The City's bus system has been running on a bio-diesel mix that includes soy for the past six years. Staff discussed a fleet fuel strategy with Council at its 2009 Council Visioning session. Council directed Staff to continue to operate the fleet on biodiesel while monitoring industry developments. Staff again discussed this item with City Council in June 2011(Staff Report attached). Exhibit A contains a Park City Fuel Strategy Matrix with economic and environmental details on the City's current fuel choice as well as potential alternatives. The somewhat simplified matrix is reflective of the complex, dynamic considerations and prioritization required to contemplate a shift in fuel strategy.

The City was previously approached with compressed natural gas (CNG) as a fuel strategy from Utah State University and the Energy Dynamics Lab in Logan, UT. USU students and EDL staff presented on CNG as part of a broader renewable energy study completed for Park City in 2010. They recommended that the City purchase a CNG bus with the intention of completing a pilot project. The recommendation suggested a local gas station as the CNG fueling location for the pilot.

Staff reviewed details of the USU / EDL recommendation and determined that the public, slow-fill fueling station would present operational challenges. This strategy would also burden other CNG customers who may be delayed 30+ minutes during their fueling trip while waiting for a Park City bus to re-fuel. Additionally, there would be substantial costs for procuring a CNG bus for this pilot. Developing City-owned CNG fueling and equipping the City's bus storage facility with required safety equipment for pilot project purposes may be cost prohibitive.

While CNG provides clear emissions reductions for local air pollutants, a growing base of independent research questions whether this fuel would deliver lifecycle greenhouse gas emissions or advance the City's carbon reduction goals. Environmental and social impacts of hydraulic fracturing (a.k.a. "fracking") are another limiting factor of this domestically produced fossil fuel.

During the last fuel update to Council in June 2011 staff was directed to remain informed of technological developments and opportunities related to fuel alternatives, but not to pursue more rigorous analysis at that time.

The City's current choice of a bio-diesel mix for fuel has recently drawn inquiries from Council for its inclusion of food as an energy source. Soy represents a fraction of the energy consumed by the City's fleet, but still presents the dilemma of utilizing food as a fuel source. Staff is returning to City Council with this Staff Report to discuss fuel strategy and understand if there is a desire to modify the direction provided last summer.

Analysis:
A decision to change the type of fuel utilized by the City fleet should be carefully analyzed and considered before any final decision is determined as this decision will have long-term financial, operational and environmental consequences. Once a direction is determined it is likely that the capital investment required to make a shift will determine the City's feet fuel strategy for a decade or more.

Staff is not aware of any non-linear, transformative progress in regards to fleet fuel in the past year that would urge commercial adoption of an alternative to bio-diesel at this time. While there have certainly been developments in regards to all fuel options, such as the widely marketed increase in the amount of domestically exploitable natural gas resources, many of the economic and environmental dilemmas presented in Exhibit A remain relevant.

As a supplement to considerations presented in the Park City Fuel Strategy Matrix, staff has identified the following categories as areas for contemplation as part of a holistic fuel prioritization process:

- Economic Considerations
    - Exposure to Inflationary Pressure and Market Conditions of Fuel Choice
    - Federal Funding Implications of Fuel and Technology Choice
    - Impact to Broader PCMC Vehicle Fleet
    - Ability to Secure Fuel Supply in Event of Major Emergency or Disaster
    - Operational Impacts of Utilizing Multiple Fuels During Fleet Transition
    - Operational Infrastructure such as a New Fueling Station
    - Operations and Maintenance Costs and Staff Training Requirements
    - Park City Profile as Environmental Leader and World-Class Resort Town
    - Service Level Impacts (e.g., Delays for Battery Charging or Re-fueling)

- Environmental and Social Considerations
    - Greenhouse Gas Emissions and Contribution to Climate Change
    - Local Pollutants and Health Impacts (e.g., smog and particulates)
    - Operational Noise and Other Local Environmental Impacts
    - Extractive and Upstream Environmental and Health Impacts
    - Opportunity Costs such as Food-for-Fuel

Staff has only considered many of these factors at a high level to this point. As an example, staff has not completed a rigorous financial, operational or environmental assessment of moving on a fleet-scale to any of the fuel alternatives. Completing such an analysis would require considerable staff time and given Transit's current workload of major projects (e.g., AVL project, PC-SLC connect and Ironhorse housing project) as well as Environmental Sustainability's workload, taking on this level of analysis would likely require the additional staff resource and technical assistance of an outside consultant.

Staff's believes a more thorough analysis will require approximately six months to complete and have an initial cost in the $30,000 to $35,000 range (not inclusive of costs for staff time). Should Council direct staff to complete this analysis, staff will develop a scope of work, conduct a procurement process and return to Council with a recommendation (including contract, request for funding and a more detailed timeline). This analysis could be funded using existing Transit Fund balance or existing CIP funds previously budgeted for USU\EDL electric trolley project.

While staff has not completed a more in-depth decision matrix outside of Exhibit A, the currently understood range of impacts and potential technology developments makes staff comfortable with retaining bio-diesel as our bus transit fuel choice in the near-term. However, it is important to note that the City \ County bus fleet is at the beginning of a bus replacement cycle and over the next five years will replace 29 of the fleet's 37 buses (78%). Additionally, Summit County has expressed interest in exploring a fleet conversion to CNG. Given that a bus service life is 12 years if Council is committed to seriously exploring an alternative fuel choice for the City's transit bus fleet now would be a prudent and logical time to conduct an in-depth financial, operational and environmental analysis of choices.

Staff is comfortable with our current approach of remaining informed, yet not becoming an early adopter, of new fleet fuel alternatives. Staff does believe there may be potential to evolve the City's non-bus vehicle fleet towards economically and environmentally preferred alternatives. One current opportunity is to integrate fuel economy and lifecycle economic impacts into the fleet procurement process. This approach would include acquiring a small number of each type of light-duty high efficiency alternative vehicles to analyze the operational, financial and environmental impacts / benefits. This type of process may reveal the potential to achieve diverse goals through the acquisition of high-efficiency and/or hybrid vehicles. Based on existing Council goals to reduce our municipal carbon footprint, staff plans to begin this investigation in 2013 and remains open to Council input on non-bus fleet options.

Staff will seek direction and clarification from City Council on fleet fuel options during Work Session. If City Council wishes to receive additional information on any of the fuel options then staff will seek clarification on priorities and fuel types to consider. Depending on the breadth and depth of study requested, staff will attempt to provide Council with estimates on staff time required, financial resources needed, and timing for returning to Council with more in-depth analyses.

Department Review:
Fleet, Sustainability, Transit, Legal, and the Interim City Manager reviewed this Staff Report.

Alternatives:

A. Approve:
Staff continues to remain informed of technological developments and opportunities for bus transit fuel alternatives, but does not recommend pursuing a resource-intensive investigation at this point. Staff intends to integrate and consider fuel economy and lifecycle economic impacts as a more formal aspect of non-bus fleet procurement. This is in line with Council's municipal carbon reduction goals. **(STAFF RECOMMENDATION)**

B. Deny:
City Council may provide policy direction and priorities that differ from the staff recommendation. Staff will seek clarification from Council on how to proceed and the specific outcomes they would like to see.

C. Modify:
City Council may approve the staff recommendation, but with some modifications outlined by Council during Work Session.

D. Continue the Item:
City Council may request that staff return with more information to help inform their decision and priorities. Depending on the feedback from Council, this option may have staff time and financial impacts that require re-prioritization of other tasks and projects.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	Accessible and world-class recreational facilities, parks and programs Balance between tourism and local quality of life Accessibility during peak seasonal times Well-utilized regional public transit	Managed natural resources balancing ecosystem needs Reduced municipal, business and community carbon footprints	Shared use of Main Street by locals and visitors Entire population utilizes community amenities Physically and socially connected neighborhoods	Fiscally and legally sound Well-maintained assets and infrastructure
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	See Below Comments	See Below Comments	See Below Comments	See Below Comments

Comments: Decisions regarding fleet fuel mix and transit options, in particular, affect a wide vareity of Council Desired Outcomes. The above table summarizes some of the areas impacted, but does not gauge net impacts (either positive or negative) due to the high-level informational purpose of this Staff Report. The outcomes and impacts for each section will be determined by Council direction as well as additional investigation, if any. Additional economic, environmental and social areas impacted are summarized with bullet points in the Analysis section.

Funding Source:
Should Council direct Staff to pursue a more detailed analysis of transit bus fuel options, this could be funded using existing Transit Fund balance or existing CIP funds previously budgeted for USU \ EDL electric trolley project.

Consequences of not taking the recommended action:
Pursuing a path outside of the staff recommendation may require significant staff time and/or financial outlays for technical and advisory services. Staff will seek clarity from City Council during Work Session on their direction and priorities.

Depending on Council direction, staff will attempt to articulate the scope and impact of alternative paths. Staff will also set expectations for timing of future discussions if a more rigorous analysis is desired.

Recommendation:
Staff recommends that City Council review details and analysis on Park City's fleet fuel strategy and provide policy direction on potential next steps.

Attachments:
Exhibit A – Park City Fuel Strategy Matrix
Exhibit B – June 9, 2011 Fuel Strategy Staff Report

Exhibit A – Park City Fuel Strategy Matrix (Updated Dec 2012)

Park City Fuel Strategy Matrix		
Fuel	**Financial**	**Environmental**
Biodiesel	~ Biodiesel fuel costs are linked closely to trends and costs of standard diesel when a low bio percentage mix is utilized ~ As with all fossil fuels, global demand is increasing and locations for resource extraction are becoming more challenging and expensive (e.g., offshore drilling, mountaintop removal mining, hydraulic fracturing)	~ Park City's current bus fuel is a 5% soy bio mix in the winter and 20% soy bio mix in warmer months ~ There is concern with using food options (e.g., soy) as fuels due to the pressure this places on prices and the global food market ~ The current B5/B20 mixes for Park City have GHG and particulate emissions profiles similar to diesel ~ Future advances in biofuels may lead to sharp declines in food-for-fuels concerns and also significantly improve GHG emissions
Compressed Natural Gas (CNG)	~Infrastructure costs can be very high (local slow fill gas station is not viable for fleet operations) ~ Current fuel prices for natural gas are cheaper than diesel ~ All things being equal, domestic supplies of natural gas are expected to be sufficient as a transportation fuel for the next few decades - however, the recent shift away from coal-fired electricity to natural gas will exert another increasing demand on the natural gas market	~ CNG vehicles offer clear reductions in tailpipe criteria pollutants relative to current gasoline and diesel options ~ CNG vehicles may offer reductions in GHG emissions relative to diesel - however, new research from EPA suggests that lifecycle emissions of natural gas may only be 25% cleaner than coal (the most GHG-intensive energy option) ~ Hydraulic fracturing ("fracking") is a major environmental concern with natural gas extraction due to lifecycle environmental impacts as is fracking's current exclusion from the federal Safe Drinking Water Act
Hybrid Electric	~ Hybrid vehicles offer improved MPG and lower exposure to energy inflation concerns than strictly fossil fuel-powered options ~Battery pack replacement is not regularly needed for many small fleet options (e.g., 100,000+ miles), but is a more common expense for buses	~ Hybrid electric buses offer an improvement in MPG and fewer criteria / GHG emissions than non-hybrid diesel and gasoline options ~ There is concern about ongoing availability of rare materials that are required for certain hybrid battery components - DOE recently offered $30MM in grants for R&D to help resolve rare materials concerns
All Electric	~ Powering an electric vehicle requires a fraction of the "fuel" cost relative to gasoline or diesel at current market rates ~ Utah currently enjoys very low electricity rates - however, it has been indicated by Rocky Mountain Power that rates may double in the next decade and move more in line with the national average ~ All electric fleet vehicles would require charging infrastructure that is not necessarily needed for hybrid options	~ Electric vehicles produce no emissions, either in the form of criteria pollutants or GHGs, at the tailpipe making them an appealing option for mitigating local air quality problems ~ Electric vehicles do, however, contribute to air quality problems and GHG emissions at the energy generation source depending on how the electricity is generated ~ According to EIA, in 2011 electricity generated in Utah was 81.6% coal and 13.1% natural gas - this type of electricity mix would likely increase overall GHG emissions compared to current biodiesel blends ~ Similar to hybrids, there is concern about availability of rare materials to produce electric vehicle batteries - DOE is investing in R&D to help resolve
Hydrogen	~ Expensive infrastructure costs are a major concern with hydrogen as a fuel option - additionally, transporting hydrogen to fuel stations requires ongoing resources and expenditures ~ Similar to electric vehicles, hydrogen fuel cells often derive their energy from electricity or some other source with currently low market rates	~ Hydrogen fuel cells are an energy carrier, rather than an energy source (like fossil fuels) – given this, fuel cell technology relies on external energy sources such as electricity to power the vehicle ~ Similar to electric vehicles, there are no emissions at the tailpipe, but significant air quality and GHG concerns that depend on the energy source utilized
Note: numerous other fuels are technically available for use; however, these were not analyzed so more focus could be given to fuels of more immediate interest to Park City. Some fuels not considered include ethanol, LNG, propane, and methanol.		

Exhibit B - June 9, 2011 Fuel Strategy Staff Report (partial)

City Council
Staff Report

Subject:	**Fuel Strategy**
Author:	**Diane Foster, Kent Cashel, Tyler Poulson**
Department:	**Sustainability and Transportation**
Date:	**June 9, 2011**
Type of Item:	**Informational**

PARK CITY 1884

3. Fuel strategy for public transit system.

Background

The City's bus system has been running on bio-diesel mixture that includes soy for the past 5 years. In the warmer summer months, 20% of the fuel is a soy-based biodiesel while in the coldest winter months that percentage is reduced to 5% to avoid gelling.

During the 2009 Visioning Session staff from the Transportation and Sustainability teams presented a paper on fleet and fuel strategy (Exhibit A). Council's general direction was for staff to continue to monitor developments in new technology, but, because of the City's relatively small bus, truck and car fleet size, to avoid deploying "bleeding edge" technologies for the whole fleet.

Analysis

Recently there have been questions raised about the impacts of biodiesel on the food supply and the possibility of moving the bus system to Compressed Natural Gas (CNG). While staff has been monitoring developments in alternative fuels, as directed by Council during 2009 Visioning, staff does not believe that changing the bus system fuel to CNG is a good decision at this time, as discussed below.

In an effort to stay current with changes in fueling strategy, in addition to staying current though municipal transit industry publications, conferences and relationships with other municipal transit system operators, as well as State and Federal transit officials, city staff has:

- added a single CNG automobile to the fleet to understand the maintenance of current technology of CNG cars; and
- added a single Hybrid vehicle to the City's fleet to understand the performance and maintenance requirements of current hybrid vehicles; and
- presented, on July 29, 2010 as part of the Environmental Sustainability Annual Strategic Plan Update, a report produced by Utah State University's Energy Dynamics Lab and the Jon M. Huntsman School of Business. Part of the report included analysis of alternative fuels, including CNG, for Park City's transit system. A copy of the report can be found here: http://www.parkcitygreen.org/Community/Community-

Footprint/Documents/Renewable-Energy-Park-City-Study.aspx). This report was provided at no cost to Park City Municipal.

Below is a comparative analysis of the current alternative fuels and the alternative fuels that are within the near-term horizon:

Utah Transit Authority (UTA) is planning a test of CNG in approximately 13% of its fleet (100 busses). UTA has a total fleet size of 750 busses. According to discussions with UTA, the primarily reason for the pilot program is the low cost of CNG as compared to diesel. Because of the large size of its fleet, it is financially feasible for UTA to conduct this test while not putting its entire fleet at risk. It is important to note that CNG fueling infrastructure costs for this project are forecasted to be in the range of $4.5-5 million.

The local bus system in Park City is funded by Park City Municipal, Summit County and funding is also received from the US Department of Transportation. Park City runs a comparatively small bus system with a total of 34 buses in the fleet.

The main concerns with moving Park City's fleet to CNG or conducting a pilot program:

- The price of a pilot program would be too high: To conduct a pilot, Park City would need to purchase one to four busses. That is not a sufficient volume to get a price discount from bus manufacturer.
- Fueling infrastructure forecasted to be in $2.5 to $3 million range.
- The price of CNG is likely to increase significantly in the future due to a significant increase in demand, fueled by the growth in new CNG-powered electric plants(since it is difficult to impossible to get a new coal-fired power plant approved)..
- CNG will never be a carbon-free solution
- The replacement schedule for our 35' busses does not allow for a reasonable test. The buses have a 12 year lifecycle and because capital funding for buses is provided by the US Department of Transportation, any early retirement of a bus requires reimbursement to the federal government for that bus. The replacement schedule is as follows:

o 2014 3	o 2017 7	o 2020 5
o 2015 7	o 2018 4	o 2021 1
o 2016 1	o 2019 1	

- Natural gas is retrieved from the ground via an extraction method called hydraulic fracturing or "fracking". The fracking process utilizes chemicals that are harmful to human health, as well as a significant amount of water. The federal Energy Policy Act of 2005 precludes any federal regulation of natural gas extraction. Because of groundwater contamination concerns, as well as the lack of federal regulation, many citizens will likely have concerns about switching our bus system to CNG.
- Fuel technology is changing very quickly right now. Going with CNG at this juncture will be a 12 year commitment. Moving to CNG at this point will preclude moving to other options in the future, such as hybrid electric, which are also being piloted in many US

cities. (Las Vegas has 60 hybrid electric rapid transit coaches (buses) in its fleet, along with 50 other hybrid vehicles.

Options

1. Maintain the current Council-directed strategy of monitoring new developments in alternative fuels and drop the bio-diesel program, opting for 100% diesel with no bio-diesel in the mix;

2. Maintain the current Council-directed strategy of monitoring new developments in alternative fuels and maintain the current bio-diesel mix in the bus system;

3. Maintain the current Council-directed strategy of monitoring new developments in alternative fuels and return to Council at a later date with an analysis of the financial and environmental impacts of staying with biodiesel or moving to 100% diesel.

4. Return to Council at a later date with a proposal to conduct a pilot CNG project for our transit system.

Staff Recommendation

Staff recommends Option 2: In Park City we believe ourselves to be proactive verses reactive. We prefer to plan our future and then execute against this plan. Many scientist view CNG as a stepping stone fuel while renewable energy resources are being developed on a large scale. The pace of change in the fuels market is so rapid right now, that moving to a stepping stone fuel has the potential to stall adoption in Park City of newer and better alternatives that are expected within the next five-year timeframe. CNG is only a short-term strategy.

City Council Staff Report

Subject: Water Conservation Program / Water Customer Service
Author: Jason Christensen, Water Conservation and Technology Coordinator
Department: Water
Date: 12/13/2012
Type of Item: Informational

Summary Recommendations:
Staff recommends council review this staff report, ask questions of staff and provide direction and input on staff's proposed direction for the water conservation program. Staff also recommends Council approve using the Meter Reading Installation CIP to purchase a customer portal.

Topic/Description:
Water Conservation

Background:
This staff report discusses the history of Park City's conservation programs, recommendations for future programs, and the water outlook for 2013.

<u>History</u>
Park City's location, elevation, and climate provide many of the unique benefits that make Park City a destination resort community. Our location at the top of a watershed also limits water supplies mostly in terms of peak flow rate capacity. Conservation is a necessary element in our plans to meet the water needs of Park City and to manage a natural resource responsibly. The Park City Council first adopted irrigation restrictions in 1984 in response to drought conditions. In 2001, the Park City Council amended the ordinance to allow voluntary every third-day watering. Voluntary third day watering allows residents to opt into watering every third day instead of every other day. In response to another drought in 2007, Park City Council approved a position in the Water Department dedicated to Water Conservation efforts and enforcement and increased the fines for non-compliance with the Water Ordinance.

The past two years have highlighted the variability in precipitation that the City receives. 2011 was a notable for the record snowfall followed by a cool wet spring. 2012 was the exact opposite, with a below average snowfall follow by a hot and very dry spring and summer. Overall, the sequence of these two years significantly contributed to the ability of water providers in the state to meet water demands during the dry times. The benefit from a wet 2011 was that local reservoirs were filled and aquifers recharged. While Park City also benefited from the wet 2011 in the form of increased tunnel flows in 2012, this alone would not have prevented drought restrictions this past summer. The ability to meet peak summer demand without watering restrictions this past season is due in large part to the Quinn's Junction Water Treatment Plant being brought online, and the additional water this Treatment Plant supplied from the Weber River.

While the City weathered 2012, an additional dry winter followed by a hot and dry spring and summer would likely trigger mandatory water restrictions and shed a brighter light on the need for long term conservation efforts.

In the past the City has offered a program similar to cash for grass. In the late 90's the City offered impact fee rebates to properties that installed water efficient landscaping. Detailed plans of the landscaping were required to be submitted. Once the landscaping was installed, if consistent with the submitted plan, a portion of the impact fee was returned. A document was also recorded that restricted re-landscaping for a period of five years. The program was discontinued with only a handful of projects ever taking part in this rebate program.

Analysis - Current and Future Water Conservation Programs:

<u>Present</u>

Water Audits
In partnership with Weber Basin Water Conservancy District the water department offers free sprinkler system water audits. Under this program, interns from Utah State University visit properties and measure the distribution uniformity of an existing sprinkler system. Based on this information recommendations are made to improve the irrigation system and/or a schedule for the irrigation controller is recommended.

In 2011, eleven properties participated in the water audit program. In 2012, nine properties participated in the water audit program. Although participation numbers are low, these audits provide specific and unique recommendations to assist individuals who are looking to reduce their water consumption. Water Audits also can reduce water demand without requiring landscaping changes. Furthermore, Park City's cost to provide this service is limited, requiring only the staff time necessary to schedule the audit and coordinate with Weber Basin. Staff will continue to offer this service in partnership with Weber Basin. Although Weber Basin currently provides this service at no cost, a CIP budget has previously been approved for this program. Does Council support using up to $5,000 dollars from this fund to better publicize the water audit program? The current balance in this CIP is $10,175.

Smart Controller Rebates
Smart irrigation controllers are controllers that adjust irrigation frequency and duration based on weather conditions. The City owns two weather stations that gather rainfall, humidity, and evapotranspiration rate (the rate at which water evaporates due to temperature, humidity, elevation, daylight hours and wind) data and transmit this information and the recommended inches of irrigation to the Utah Division of Water Resources website. These stations are located at the Solamere Tennis Club and in the

Bald Eagle neighborhood. Customers have the option of connecting to one of these stations or using a device with on-site soil moisture or rain sensors. With this information the Smart Controller can adjust the watering timeframe to meet the needs of turf. These controllers address overwatering a turf, one of the larger causes of water waste.

The water department currently offers a $100 dollar rebate to our customers who install a Smart Controller at their property. Approximately five controller rebates have been issued since the program was initiated. Staff sees value in increasing participation in this program through public outreach. Smart Controllers represent another program that can reduce water demand without changing current landscaping. Does Council support using up to $5,000 dollars from this fund to better publicize the Smart Controller program? The current account balance is $17,895.

Watering Ordinance

As discussed above, Park City has long had a Water Conservation Ordinance. The conservation ordinance serves multiple purposes, but the primary purpose of the ordinance is twofold. First, the Ordinance helps conserve water by restricting daytime watering and wasteful watering. Second, the Ordinance helps to manage demand during the summer months. It does this by only authorizing about 50 percent of properties to water each day during the summer.

For those properties that want to further conserve water a third day watering schedule is available. Yard signs are provided to let neighbors know about their commitment to reduce water use and to advertise the program.

Enforcement of this ordinance has decreased in recent years. During the past year, five official warning were given and no citations were issued. This is below the level of education and enforcement staff believes is needed to create community awareness of the water ordinance. Specific recommendations for improving compliance with the Watering Ordinance are found in the subsequent section.

<u>Future Goals</u>

Customer Interactions

Recently the Water Department has focused on improving operations that relate to customer interactions including conservation outreach, education and promotion. These customer interactions are the interactions that most people have with the water department; activities such as paying a bill, disputing/resolving a high water bill, and asking questions about pressure, water quality and water disruptions. Staff believes that providing exceptional customer service will require a more integrated approach to customer service through a dedicated team. This team will likely be created from existing resources and staff is currently developing a plan to implement that team. As part of this process staff is evaluating the business aspects of the Water Department's interactions with our customers. These evaluations will include a review of department policies and an internal evaluation of the rate structure. In many instances this focus on customer service will overlap with conservation programs.

Immediate Feedback to our Customers

Starting in 2009, the Water department began transitioning to a fixed base meter reading system. The basics of this system involve installing radio transmitters that are attached to every customer meter. The radio transmitters read each meter hourly, and transmit readings back to a City database every four hours. This level of data is an evolutionary leap in terms of managing our water system, and discovering use patterns and resolving disputes regarding use.

It is interesting to note that PCMC 13-1-3 requires a minimum of 5 meter reads a year. The radio system can, and often does; collect 8,760 meter reads a year. In practice, only a single meter read per month is necessary to generate an accurate billing statement. The additional data collected provides several opportunities to empower customers to conserve water through immediate feedback on their water use.

The first opportunity is through a customer portal that shares near real-time usage data with a customer. It is envisioned that such a portal would allow customers to set up alerts when usage exceed a customer set level. This would allow customers the ability to manage their water usage and control their bill. It would also allow customers to detect leaks, out of compliance irrigation settings, or excess water usage much earlier. Currently there is a delay of over 45 days between when water at the beginning of a billing cycle is used and when a customer can see that information on their bill. In addition, the billed data is aggregate, showing an entire month of usage instead of daily or hourly usage. The delay and limitations of aggregate data contribute to wasted water and surprise bill amounts.

The Meter Reading Upgrade CIP budget has a remainder amount of $145,651. Early estimates for the cost of a customer portal range from around $100,000 for the software, plus $19,000 in annual support for a non-hosted solution (Park City server) to $234,000 for three years of a hosted solution (Vendor server). The current CIP balance is $145,651. Staff recommends using the meter reading installation CIP to purchase a customer portal.

The second opportunity is to provide customers with a tailored report that shows month to month water usage and compares usage with “efficient” neighbors. Rocky Mountain Power has recently begun testing an improved layout for their bill that provides this information. The bill compares an individual’s usage to a pool of 100 similar houses in the neighborhood. Instead of only showing the average use, it also compares a user to the “efficient neighbors.” Providing billing information in this way has been shown to reduce consumption by creating a social norm and more conscientious use of water.

Such billing is gaining acceptance in the power industry, but is relatively untried in the water industry. Staff will be evaluating the possibility of a billing statement similar to Rocky Mountain Power's.

Identify Water Loss Rate
Every water system has a water loss number. This is the amount of water lost due to leaks in the distribution system, illegal connections; un-metered flow i.e. fire hydrants, and system flushing.

During the Southern Nevada Water Authority (SNWA) presentation at City Tour this year, SNWA identified they have a system loss of 5%. The most recent analysis completed by Park City was in 2003 and found a loss rate of between 10-15 percent. With the availability of the data from the automated reader program we have the ability to better manage our system and understand our system. Currently staff believes it is possible to identify a rough system loss through data available from the automatic meters. This will require a significant staff time commitment. Staff will evaluate this data and propose focused efforts as needs to address different areas of town where it appears the water rate lose is higher than average. In the first iteration this water loss rate will be rough, likely having a large margin of error. Completing this exorcise will provide valuable information on system condition and help prioritize repairs and improvements that reduce system water loss. Staff will complete the rough system loss calculation this summer and present the results in a Manager's Report.

Meter Replacement Program
Meters, as mechanical component of the system wear over time resulting in reduced accuracy. This loss in accuracy limits our ability to accurately measure system loss, and reduces the conservation message conveyed to residents, and results in lost revenue. The last meter replacement cycle occurred in 1990, although approximately 100 meters may be older than 1990. Residential meters typically should be replaced or rebuilt every 15 to 20 years. Exceeding the recommended timeframe does not impact water quality, but does increase the apparent water loss figure and reduce water revenues. Due to changes in the safe drinking water act rebuilding most of these meters will not be an option after 2014. This is because of federal legislation that further reduces the allowed lead content in water fixtures. The brass alloy typically used in meters exceeds this new lead standard. This means that replacement will be the only available option. Any program that is proposed should take this into account. Because of the benefit of undertaking such a program, staff will be working to implementing a meter replacement program. Given the scope and likely cost of such a program staff anticipates that it will take a year to develop a meter replacement program. Staff has already begun investigating possible meter replacements and is field testing a possible replacement meter. Once developed, staff will submit a proposal to fund this program.

Re-evaluate rate structure

One of the strongest conservation programs is likely our summer rate structure. Our current rate has two rate seasons: a summer and a winter rate structure. The rate seasons are as follows:

Type	Summer	Winter
Single Family & Multi-Family	4 Tiers ($4.15, $6.66, $10.82 & $16.66)	1 Tier $5.84
Irrigation	2 Tiers ($6.66 & $10.82)	N/A
Commercial	2 Tiers ($5.84 & $9.04)	2 Tiers ($5.84 & $9.04)

Depending on the size of the meter the amount of water used before moving to the next tier varies. The base rate charge also increases as the meter increases in size.

As rates change in the future there are opportunities to provide conservation incentives that convey the cost of water and provide the revenue necessary to operate the water system.

Changes that will be evaluated include:

- Elimination of the Winter Rate Structure
- Reducing the Allocations Received per tier
- Increasing the number of Irrigation Tiers
- Increasing the number of Commercial Tiers
- Adding Pumping Surcharge to high elevation connections

Staff will develop these alternatives to determine if specific changes to the rate structure should be proposed if additional revenue is required.

Additional Rebates for water wise landscaping
Park City currently offers rebates for smart controllers. Rebates on these controllers offer a conservation option that does not require landscaping changes, but can result in meaningful water savings.

In order to further reduce water consumption additional rebates can be offered. Examples of additional modifications that would qualify for rebates would include parts for system retrofits or new installations that use less water than a typical spray head or rotor. Items that qualify for a rebate could include drip irrigation parts and high efficient spray rotors. This type of program provides an economic incentive to reduce water use.

The existing Capital Improvement Project budget for Smart Controllers is currently at $17,895. Staff will evaluate whether to propose expanding the existing Smart Controller budget use to include additional water wise landscaping rebates.

Regardless of whether staff proposes a future expansion of the rebate program, staff intends to redouble efforts to publicize the availability of conservation rebates. Avenues that could be used to increase awareness include bill inserts, KPCW public service announcements, the Water Department website, and the Park Record.

Better understand turf and xeriscape water requirements in Park City
Staff has been evaluating the potential benefits of a “cash for grass” type rebate program. A cash for grass program is a governmental program where residents are paid to remove turf and in more recent programs enter a binding legal agreement not to replant grass in the area where they have received the rebate.

The leader in the cash for grass program is the Southern Nevada Water Authority (“SNWA”). The Mayor, several Council members and staff participated in a presentation given by Doug Bennett of SNWA. SNWA is a leader in cash for grass area. This is likely due to some of the unique features of their water system, demand pattern and climate. First, the dessert climate is extremely harsh and turf requires water year around. Second because of the way SNWA’s water allocation works every gallon of water saved becomes 1.7 gallons that the water authority may sell. This is because SNWA receives credit for each gallon of water returned to Lake Mead. Decreasing outdoor irrigation increases the amount of water that returns to Lake Mead. Some portion of this return water will be used again indoors and then returned, resulting in a savings multiplier. Because of structural differences, this equation does not and cannot exist in Park City.

Staff has been in contact with SNWA to understand their cost analysis to the economics of cash for grass.

In the Las Vegas area, a square foot of grass requires 90 inches of water; however an average square foot of grass receives 117.2 inches of water a year. This means that overwatering alone wastes more than 27 inches of water per square foot of grass in Las Vegas. This wasted water alone is almost double the water needed to grow grass in Park City’s climate.

In order to better evaluate a cash for grass program, staff contacted the Jordan Valley Water Conservancy District (JVWCD) to inquire about their thoughts on such a program. The Jordan Valley Water Conservancy district is primarily a wholesaler of water to cities and improvement districts within Salt Lake County. JVWCD does not offer a cash for grass program, but they have a well-regarded conservation program. JVWCD has analyzed a cash for grass program and have found that such a program does not make sense for the district. Instead, JVWCD determined that a better approach is to focus on reducing excess watering.

JVWCD has found that in the Salt Lake Valley, a net[1] of 24 inches of water is needed to irrigate grass. Actual use is above 24 inches, and estimated to be about 25% overwatering.

[1] Needed irrigation minus precipitation.

Data on Park City is less certain, but irrigation demands are certainly less than Salt Lake City. Utah administrative rules estimate that turf in Park City requires approximately 15 inches of irrigated water. That means that Park City turf requires only 17% of the water that turf in Las Vegas requires.

SNWA has found that xeriscape typically uses about a 1/3 of the water that turf requires. In Las Vegas this translates into a reduction of about 90 inches per square foot a year of turf replaced with xeriscape per year. Assuming the 1/3 rule hold true in Park City, and that a similar 25 % margin of overwater exists, Park City would see a reduction of 12 inches per square foot turf replaced with xeriscape per year.

SNWA evaluates the cost/benefit of their program at the price to acquire other water resources. They benchmark this at a cost of $8,000 dollars per acre foot of water "purchased" through the cash for grass program at a stated cost of $1.50 a square foot. If we use the same $8,000 dollar an acre foot cost as our benchmark, the maximum price Park City should offer for a square foot of grass is 20 cents per square foot of turf. This is based on the following assumptions and conversions:

- A typical square foot of turf will receive 19 inches of water a year. (15 inches required per the Division of Drinking Water requirements plus 4 inches of assumed over watering)
- A xeriscape conversion will require 1/3 of this water (6 inches) a year.
- This results in a net savings of 13 inches a year when grass is removed.
- 13 inches a square foot equals approximately 8 gallons a square foot.
- An acre foot equals 325,851 gallons.
- It would take approximately 40,731 square feet of turf removal to equal an acre foot of water. (325,851/8)
- At an $8,000 dollar price point that would place the rebate at 20 cents per square foot of turf removed. (8,000/40,731).
- The future cost of water is unknown, but for planning purposes staff typically estimates $10,000 an acre foot. This price could be lower of higher. Because of the uncertainty surrounding this cost estimate, staff decided to use $8,000 dollars an acre foot as that was the cost SNWA used in their analysis.

Further complicating Park City's calculation of the value of a cash for grass program is an inability to capture conserved water. Valuing water conserved by the SNWA is simpler as each gallon of water saved by the agency is placed in storage, used, indoor use is returned to Lake Mead, and then reused. Simply put, the storage at Lake Mead increases the value of conserved water. Park City's system doesn't benefit from this concept due to the absence of storage facilities. Instead, conserved water becomes increased stream flows for most of the year, except during dry summers when it is placed into the system to meet peak day demands. While increased stream flows are beneficial, they do not provide a monetary benefit to Park City.

Due to the low price that would be economically feasible for Park City to pay for turf removal, and the assumptions made in the analysis, staff will work to gather information on actual water use for turf and xeriscape in Park City to better inform a more detailed analysis of a cash for grass program in Park City.

Seasonal Enforcement of Watering Ordinance

While Park City's water conservation ordinance provides a solid foundation to conserve water, adherence to the ordinance is lose and enforcement has proven difficult and time intensive. Presently the Water Department relies on observations from distribution operators and reports from the public to identify resident's non-compliance with the water ordinance. This results in spotty enforcement of the ordinance.

Staff believes that increased awareness of the ordinance combined through more consistent enforcement can improve the effectiveness of the ordinance.

Staff would focus on education on the first offense, and compliance fines per the table below for additional offenses. The compliance fine schedule is as follows:

First Violation	$150.00
Second Violation	$200.00
Third Violation	$400.00
Fourth Violation	$500.00
Fifth Violation	$750.00

Staff will be submitting a BFO proposal to fund two seasonal employees to education and enforce the existing water ordinance.

Summary of questions for Council:

- Does Council support using up to $5,000 dollars from this fund to better publicize the water audit program?
- Does Council support using up to $5,000 dollars from this fund to better publicize the Smart Controller program?
- Does Council support using the meter reading installation CIP to purchase a customer portal?

Department Review:

Water, Legal, Executive

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	(+/-) Multi-seasonal destination for recreational opportunities (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)	+ Managed natural resources balancing ecosystem needs + Enhanced water quality and high customer confidence + Effective water conservation program + Adequate and reliable water supply (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)	+ Engaged and informed citizenry + Ease of access to desired information for citizens and visitors + Well-maintained assets and infrastructure (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Neutral	Very Positive	Neutral	Very Positive

Comments:

Funding Source:
Water service fees.

Recommendation:
Staff recommends council review this staff report, ask questions of staff and provide direction and input on staff's proposed direction for the water conservation program. Staff also recommends Council approve using the Meter Reading Installation CIP to purchase a customer portal.

City Council
Staff Report

Subject: **Contract for Natural Gas Services for City Buildings**
Author: **Jennifer Danowski**
Department: **Budget, Debt, & Grants**
Date: **December 6, 2012**
Type of Item: **Administrative**

Summary Recommendations:
Staff recommends City Council authorize the City Manager to enter into a one-year Agreement with Summit Energy to provide natural gas services to select City buildings in a form approved by the City Attorney's Office.

Topic/Description:
Contract for natural gas services

Background:
Many of Park City Municipal Corporation's (PCMC) buildings require natural gas to heat the building and to maintain crucial mechanical functions. Historically, PCMC has utilized services from Questar Gas to provide this natural gas. Currently, City gas meters are charged the "GS Rate Schedule" (General Service) for gas usage and administration. This rate schedule one of several rate schedules that Questar offers. All of Questar's rate schedules are approved by the Utah Public Service Commission.

In September, 2012, members of Staff were approached by Summit Energy, a natural gas wholesaler. After reviewing our historical gas usage, Summit Energy proposed that we switch from a "GS Rate Schedule" to a "TS Rate Schedule" (Transportation Service). With a TS Rate Schedule, PCMC would buy natural gas wholesale from a private company, and essentially rent Questar's existing pipeline to transport the gas. The current cost of gas for the four proposed meters is $160,000 annually. Summit Energy estimated that our savings would be approximately $35,000 annually by switching to a TS Rate Schedule *(See Attachment A).*

After receiving Summit Energy's initial proposal, Staff requested quotes from several other natural gas wholesalers in Utah who are approved to offer Transportation Service through Questar. Three companies (including Summit Energy) prepared and presented proposals to a team of Staff, made up of representatives from the Budget, Building Maintenance, Finance, and Sustainability departments. All three proposals were scored, along with our current service with Questar on the GS Rate Schedule, and Staff unanimously selected Summit Energy as the vendor of choice.

Analysis:
Prior to recommendation, Staff went through a thorough analysis of our gas usage, and identified the City meters with the largest natural gas usage, as a larger usage promotes a larger savings (*See Attachment A*). These meters are located at the Public Works

building on Iron Horse Drive and at the PC MARC on Little Kate Road. Staff recommends switching the four largest meters over to a TS Rate Schedule based on this analysis.

As natural gas is a market resource, Staff also analyzed the associated risk in switching from a GS to a TS Rate Schedule. Questar's rates must be approved by the Utah Public Service Commission, and rate changes happen every quarter on average. When buying from a wholesaler, where gas is sold on the open market, the price of gas can change daily. This creates a market risk to the City. Staff has worked with Summit Energy to identify solutions for mitigating this risk. First, PCMC can "lock in" current market rates, meaning that we will pay the current market value for natural gas for the length of the contract. This protects the City from paying more if the market rate for natural gas rises. Additionally, Summit Energy will conduct a detailed analysis each quarter which delineates what we have paid on the TS Rate Schedule for our natural gas versus what we would have paid on the GS Rate Schedule. With this tool, we can make informed decisions in the future as to what rate is the best for Park City.

Switching to a TS Rate Schedule, regardless of the third party provider, would require several actions from PCMC. Predominantly, the City will need to install new meters at the selected buildings. These meters will allow us to track our natural gas usage on a daily basis wirelessly. Questar and Summit would also have access to our usage information, as this installation is a requirement from Questar to be on the TS Rate Schedule. The capital cost to install each meter is approximately $2500. PCMC will also need to officially request a rate schedule change with Questar, which must be done by February 28, 2013, in order to take effect beginning July 1.

Department Review:
This report has been reviewed by the Budget, Legal, Building, Finance, Sustainability, and City Manager Offices.

Alternatives:

A. Approve:
Staff recommends that Council approve the contract with Summit Energy for natural gas services. This is expected to create savings of up to $35,000 annually.

B. Deny:
Council could deny this contract. This action is not recommended, as the City would not realize the potential savings described above.

C. Modify:
Council could modify the terms of the contract. This is not suggested, as this contract had been negotiated by Staff to provide the greatest possible benefit to the City.

D. Continue the Item:
Council could continue this item. This is not recommended, as the deadline to switch meters to the TS Rate Schedule for FY 2014 is in February 2013.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?				+ Fiscally and legally sound + Well-maintained assets and infrastructure
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Neutral ⇔	Neutral	Neutral ⇔	Very Positive ↑
Comments: This contract is expected to provide approximately $30,000 in savings annually in City utility costs. As part of this project, we will also install new meters that will allow is to track usage and performance daily.				

Funding Source:
Utilities are currently budgeted for in several departments, including Building Maintenance, Water, Transit, and Golf. There is an upfront cost of $2,500 per meter, which is equal to $10,000 for the four meters recommended above. As this contract is expected to save the City money, additional funding outside of what is currently budgeted will not be needed to pay utility costs. Under this contract, we are billed for our usage, so there is no “Not to Exceed” price. If gas usage goes up dramatically this fiscal year, a one-time budget request would be taken to the Results Team for consideration.

Consequences of not taking the recommended action:
If Council does not approve this contract, the City may not realize the potential savings available when using a private natural gas wholesaler.

Recommendation:
Staff recommends City Council approve a contract with Summit Energy to provide natural gas services to select City buildings.

Attachment A- Summit Energy Projected Savings
Attachment B- Contract for Natural Gas Services

Park City Corporation
Attn: Jennifer Danowski
City Hall
Park City, Utah

Indication Only
October 2012

Summit Energy Companies
1245 Brickyard Road
Suite 210
Salt Lake City, UT 84106
(801) 869-1700

Location: 1053 Iron Horse Dr., Park City, UT

GS Rate (Current)	July	August	September	October	November	December	January	February	March	April	May	June	Total Annual
Monthly Burn Dth (Historic data, 11-12)	10	20	120	315	420	420	1,250	1,200	1,200	800	480	30	6,265
Questar Charges (Service) (Discount 50%)	$ 77.23	$ 149.47	$ 780.17	$ 1,738.57	$ 2,946.65	$ 2,946.65	$ 8,639.92	$ 8,296.95	$ 8,296.95	$ 4,861.26	$ 2,940.75	$ 221.70	$ 41,896.26
TS Rate (Proposed)													
Questar Charges (Service)	$ 310.49	$ 312.75	$ 335.39	$ 379.53	$ 403.30	$ 403.30	$ 591.18	$ 579.87	$ 579.87	$ 489.32	$ 416.88	$ 315.01	$ 5,116.87
Summit Charges (Natural Gas)	$ 40.63	$ 81.68	$ 490.59	$ 1,300.51	$ 1,586.66	$ 1,720.11	$ 5,194.41	$ 4,980.42	$ 4,908.38	$ 3,168.76	$ 1,894.80	$ 118.95	$ 25,485.90
TS Rate Total	$ 351.12	$ 394.43	$ 825.98	$ 1,680.04	$ 1,989.95	$ 2,123.41	$ 5,785.59	$ 5,560.29	$ 5,488.25	$ 3,658.07	$ 2,311.67	$ 433.97	$ 30,602.77
Monthly Savings (loss) by Switching to TS	$ (273.89)	$ (244.97)	$ (45.81)	$ 58.52	$ 956.69	$ 823.24	$ 2,854.33	$ 2,736.67	$ 2,808.70	$ 1,203.19	$ 629.07	$ (212.27)	$ 11,293.50

Location: 1053 Iron Horse Dr., Park City, UT 2nd Meter

GS Rate (Current)	July	August	September	October	November	December	January	February	March	April	May	June	Total Annual
Monthly Burn Dth (Historic data, 11-12)	10	24	1	220	680	955	680	591	394	203	197	98	4,053
Questar Charges (GS)	$ 77.23	178	12	$ 1,216.50	$ 4,730.08	$ 6,616.41	$ 4,730.08	$ 4,119.60	$ 2,768.30	$ 1,278.30	$ 1,242.29	$ 648.13	$ 27,617.52
TS Rate (Proposed)													
Questar Charges (Service)	$ 468.02	$ 471.19	$ 465.98	$ 515.55	$ 619.68	$ 681.94	$ 619.68	$ 599.54	$ 554.94	$ 511.71	$ 510.35	$ 487.94	$ 6,506.51
Summit Charges (Natural Gas)	$ 40.63	$ 98.02	$ 4.09	$ 908.30	$ 2,568.87	$ 3,911.20	$ 2,825.76	$ 2,452.86	$ 1,611.59	$ 804.07	$ 777.66	$ 388.58	$ 16,391.61
TS Rate Total	$ 508.65	$ 569.20	$ 470.07	$ 1,423.85	$ 3,188.55	$ 4,593.13	$ 3,445.44	$ 3,052.39	$ 2,166.53	$ 1,315.78	$ 1,288.00	$ 876.52	$ 22,898.12
Monthly Savings (loss) by Switching to TS	$ (431.42)	$ (390.85)	$ (457.84)	$ (207.35)	$ 1,541.53	$ 2,023.27	$ 1,284.64	$ 1,067.20	$ 601.77	$ (37.48)	$ (45.71)	$ (228.38)	$ 4,719.40

Location: 1200 Little Kate Rd., Park City, UT

GS Rate (Current) (ID 285000024)	July	August	September	October	November	December	January	February	March	April	May	June	Total Annual
Monthly Burn Dth (Historic data, 11-12)	390	373	432	30	744	995	1,240	1,195	790	735	620	759	8,303
Questar Charges (GS) (Discount 50%)	$ 2,400.60	$ 2,298.58	$ 2,652.67	$ 171.54	$ 5,169.08	$ 6,890.78	$ 8,571.33	$ 8,262.66	$ 5,484.61	$ 4,471.16	$ 3,780.97	$ 4,615.20	$ 54,769.18
TS Rate (Proposed)													
Questar Charges (Service)	$ 395.98	$ 392.13	$ 405.49	$ 314.49	$ 476.12	$ 532.93	$ 588.39	$ 578.21	$ 486.53	$ 474.08	$ 448.05	$ 479.51	$ 5,571.90
Summit Charges (Natural Gas)	$ 1,584.73	$ 1,523.37	$ 1,766.12	$ 123.86	$ 2,810.65	$ 4,075.02	$ 5,152.85	$ 4,959.67	$ 3,231.35	$ 2,911.29	$ 2,447.44	$ 3,009.50	$ 33,595.86
TS Rate Total	$ 1,980.71	$ 1,915.51	$ 2,171.61	$ 438.35	$ 3,286.76	$ 4,607.95	$ 5,741.25	$ 5,537.88	$ 3,717.88	$ 3,385.37	$ 2,895.49	$ 3,489.01	$ 39,167.76
Monthly Savings (loss) by Switching to TS	$ 419.89	$ 383.07	$ 481.06	$ (266.81)	$ 1,882.32	$ 2,282.83	$ 2,830.08	$ 2,724.78	$ 1,766.73	$ 1,085.79	$ 885.48	$ 1,126.19	$ 15,601.42

Location: 1200 Little Kate Rd. Ct., Park City, UT 2nd Meter

GS Rate (Current) (ID 23100015)	July	August	September	October	November	December	January	February	March	April	May	June	Total Annual
Monthly Burn Dth (Historic data, 11-12)	202	226	147	99	553	913	928	860	613	453	404	370	5,768
Questar Charges (GS)	$ 1,272.30	$ 1,416.34	$ 942.21	$ 551.56	$ 3,858.94	$ 6,328.31	$ 6,431.21	$ 5,964.77	$ 4,270.50	$ 2,778.70	$ 2,484.63	$ 2,280.57	$ 38,580.04
TS Rate (Proposed)													
Questar Charges (Service)	$ 524.52	$ 529.95	$ 512.07	$ 501.20	$ 603.97	$ 685.47	$ 688.86	$ 673.47	$ 617.56	$ 581.34	$ 570.25	$ 562.55	$ 7,051.20
Summit Charges (Natural Gas)	$ 820.81	$ 923.01	$ 600.97	$ 408.73	$ 2,089.10	$ 3,739.19	$ 3,856.33	$ 3,569.30	$ 2,507.37	$ 1,794.31	$ 1,594.79	$ 1,467.08	$ 23,370.98
TS Rate Total	$ 1,345.33	$ 1,452.96	$ 1,113.04	$ 909.94	$ 2,693.07	$ 4,424.65	$ 4,545.19	$ 4,242.77	$ 3,124.92	$ 2,375.65	$ 2,165.03	$ 2,029.63	$ 30,422.18
Monthly Savings (loss) by Switching to TS	$ (73.03)	$ (36.62)	$ (170.83)	$ (358.37)	$ 1,165.87	$ 1,903.66	$ 1,886.01	$ 1,722.00	$ 1,145.58	$ 403.06	$ 319.59	$ 250.94	$ 8,157.86

Contract for Sale and Purchase of Natural Gas

This Contract for Sale and Purchase of Natural Gas (the "Contract") is entered into this ____ day of _______________, 20___ by and between Seller and Buyer as set forth below. Seller and Buyer may be referred to herein individually as "Party" and collectively as "Parties". The Parties agree as follows:

Seller:	Summit Energy, LLC	Buyer:	Park City Corporation
Address:	1245 Brickyard Rd., Ste 210 Salt Lake City, Utah 84106	Address:	
Phone:	(801) 869-1700	Phone:	(435)
Fax:	(435) 940-9002	Fax:	(435)

SECTION 1. TERM, DELIVERY PERIOD, CONTRACT QUANTITY, PRICE, DELIVERY POINT, AND SERVICE LEVEL

1.1. This Contract shall be effective as of the date set forth above and shall endure until the expiration of the Delivery Period as set forth herein including any extension thereof. The obligations to make payment hereunder and the obligation of either party to indemnify the other pursuant hereto shall survive the termination of this Contract.

1.2. The Delivery Period, Contract Quantity, Contract Price, Delivery Point, and Service Level shall be as follows:

Delivery Period:	Beginning with Questar billing period encompassing July 1, 2013 and continuing for a period of one year, unless mutually agreed to by both parties to extend the Delivery Period.
Quantity:	100% of Buyer's natural gas requirements to Meter.
Contract Price:	Questar Monthly Index as quoted by Platts Inside FERC's Gas Market Report plus $0.15/Dth (Subject to market refresh upon transaction), plus SNG (Supplier Non-Gas Cost) of $0.176/Dth, plus fuel costs as published in the tariff for Questar Pipeline Company (currently 1.41%).
Delivery Point:	Questar Citygate.
Service Level:	Firm.
Special Provisions:	Buyer is responsible for all Questar Gas Company costs.

SECTION 2. DEFINITIONS

The terms set forth below shall have the meaning ascribed to them below. Other terms are also defined elsewhere in the Contract and shall have the meanings ascribed to them herein.

2.1. "British thermal unit" or "Btu" shall mean the International BTU, which is also called the Btu (IT)

2.2. "Business Day" shall mean any day except Saturday, Sunday or Federal Reserve Bank holidays.

2.3. "Contract" shall mean the legally-binding relationship established by this Contract for the Purchase and Sale of Natural Gas.

2.4. "Contract Price" shall mean the amount expressed in U.S. Dollars per MMBtu to be paid by Buyer to Seller for the purchase of Gas as set forth in Section 1.

2.5. "Contract Quantity" shall mean the quantity of Gas to be delivered and taken as set forth in Section 1

2.6. "Day" shall mean a period of 24 consecutive hours, coextensive with a "day" as defined by Questar Gas Company.

2.7. "Delivery Period" shall be the period during which deliveries are to be made as set forth in Section 1.

2.8. "Delivery Point(s)" shall mean such point(s) as set forth in Section 1 where Gas will be delivered by Seller to Buyer.

2.9. "Firm" shall mean that either party may interrupt its performance without liability only to the extent that such performance is prevented for reasons of Force Majeure.

2.10. "Gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.11. "MMBtu" shall mean one million British thermal units, which is equivalent to one dekatherm.

2.12. "Month" shall mean the period beginning on the first Day of the calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.

SECTION 3. SERVICE LEVEL, AGENCY AGREEMENT, NOMINATIONS, AND IMBALANCES

3.1. Seller agrees to sell and deliver, and Buyer agrees to receive and purchase, the Contract Quantity at the service level set forth in Section 1 herein.

3.2. Seller shall deliver Gas at the Delivery Point(s) for redelivery by Questar Gas Company to Buyer's facility. The delivery of Gas by Questar Gas Company from the Delivery Point(s) to Buyer's facility shall be transported subject to a Utah Transportation Service Agreement between Buyer and Questar Gas Company ("Buyer's TS Agreement"). Seller shall act as Buyer's agent for the purposes of scheduling and balancing Gas under Buyer's TS Agreement for the redelivery of Gas to Buyer's facility. Any positive imbalance (Gas quantity delivered by Seller at the Delivery Point in excess of the quantity of Gas consumed by Buyer at Buyer's facility) shall be owned by Seller. Any negative imbalance (gas consumed by Buyer at Buyer's facility in excess of the quantity of Gas delivered by Seller at the Delivery Point) shall be the responsibility of Seller.

3.3. Buyer shall promptly communicate any material change to its Gas usage quantity to help facilitate the scheduling of Gas to the Delivery Point(s) and on Buyer's TS Agreement.

SECTION 4. QUALITY AND MEASUREMENT

All Gas delivered by Seller shall meet the pressure, quality and heat content requirements of Questar Gas Company. The unit of quantity measurement for purposes of this Contract and the measurement of Gas quantities hereunder shall be in accordance with the established procedures of Questar Gas Company.

SECTION 5. TAXES

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas at and after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

SECTION 6. BILLING, PAYMENT, AND AUDIT

6.1. Seller shall invoice Buyer each month for Gas delivered and received in the preceding Month at Buyer's facility including all applicable charges including Gas, transportation charges, fuel, or other costs incurred to deliver Gas to Buyer's facility. Said invoice shall include supporting documentation acceptable in industry practice to support the amount charged. If the actual quantity delivered to Buyer's facility is not known by the billing date, billing will be prepared based on an estimated quantity calculated using the volume of Gas scheduled for delivery by Questar Gas Company to Buyer's facility. The invoiced quantity will then be adjusted to the actual quantity on the following Month's billing or as soon thereafter as actual delivery information is provided by Questar Gas Company.

6.2. Buyer shall remit the amount due hereunder within 10 Days after receipt of the invoice by Buyer provided that if the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

6.3. If the invoiced party, in good faith, disputes the amount of any such invoice or any part thereof, such invoiced party will pay such amount as it concedes to be correct; provided, however, if the invoiced party disputes the amount due, it must provide supporting documentation acceptable in industry practice to support the amount paid or disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

6.4. If the invoiced party fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

6.5. A party shall have the right, at its own expense, upon reasonable Notice and at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, and records of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Contract. This right to examine, audit, and to obtain copies shall not be available with respect to proprietary information not directly relevant to this Contract. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within one year after the Month of Gas delivery.

SECTION 7. TITLE, WARRANTY, AND INDEMNITY

7.1. Unless otherwise specifically agreed, title to the Gas shall pass from Seller to Buyer at the Delivery Point(s). Seller shall have responsibility for and assume any liability with respect to the Gas prior to its delivery to Buyer at the specified Delivery Point(s). Buyer shall have responsibility for and any liability with respect to said Gas after its delivery to Buyer at the Delivery Point(s).

7.2. Seller warrants that it will have the right to convey and will transfer good and merchantable title to all Gas sold hereunder and delivered by it to Buyer, free and clear of all liens, encumbrances, and claims.

7.3. Seller agrees to indemnify Buyer and save it harmless from all losses, liabilities or claims including reasonable attorneys' fees and costs of court ("Claims"), from any and all persons, arising from or out of claims of title, personal injury or property damage from said Gas or other charges thereon which attach before title passes to Buyer. Buyer agrees to indemnify Seller and save it harmless from all Claims, from any and all persons, arising from or out of claims regarding payment, personal injury or property damage from said Gas or other charges thereon which attach after title passes to Buyer.

SECTION 8. NOTICES

8.1. All invoices, payments and other communications made pursuant to this Contract ("Notices") shall be made to the addresses specified in writing by the respective parties from time to time.

8.2. All Notices required hereunder may be sent by facsimile or mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail or hand delivered.

8.3. Notice shall be given when received on a Business Day by the addressee. In the absence of proof of the actual receipt date, the following presumptions will apply. Notices sent by facsimile shall be deemed to have been received upon the sending party's receipt of its facsimile machine's confirmation of successful transmission. If the day on which such facsimile is received is not a Business Day or is after five p.m. on a Business Day, then such facsimile shall be deemed to have been received on the next following Business Day. Notice by overnight mail or courier shall be deemed to have been received on the next Business Day after it was sent or such earlier time as is confirmed by the receiving party. Notice via first class mail shall be considered delivered five Business Days after mailing.

SECTION 9. CREDIT WORTHINESS

9.1. If Seller has reasonable grounds for insecurity regarding the payment by Buyer for gas sold hereunder (including, without limitation, the occurrence of a material change in the creditworthiness of Buyer), Seller may demand Adequate Assurance of Performance. “Adequate Assurance of Performance” shall mean sufficient security in the form, amount and for the term reasonably acceptable to Seller, including, but not limited to, a standby irrevocable letter of credit or a prepayment.

9.2. In the event (each an "Event of Default") either party (the "Defaulting Party") or its guarantor shall: (i) make an assignment or any general arrangement for the benefit of creditors; (ii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; (iii) otherwise become bankrupt or insolvent (however evidenced); (iv) be unable to pay its debts as they fall due; (v) have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; (vi) fail to give Adequate Assurance of Performance; or (vii) not have paid any amount due the other party hereunder on or before the fifth Business Day following written notice that such payment is due; then the other party (the "Non-Defaulting Party") shall have the right, at its sole election, to immediately withhold and/or suspend deliveries upon notice and/or to terminate the Contract.

SECTION 10. FORCE MAJEURE

10.1. Except with regard to a party's obligation to make payment(s) or to indemnify the other party as set forth herein, neither party shall be liable to the other for failure to perform an obligation, to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension, as further defined herein.

10.2. Force Majeure shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption and/or curtailment or recalling of transportation and/or storage by Transporters; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. Seller and Buyer shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

10.3. The party whose performance is prevented by Force Majeure must provide Notice to the other party. Initial Notice may be given orally; however, written Notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written Notice of Force Majeure to the other party, the affected party will be relieved of its obligation, from the onset of the Force Majeure event, to make or accept delivery of Gas, as applicable, to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.

SECTION 11. LIMITATIONS

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

SECTION 12. MISCELLANEOUS

12.1. This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective parties hereto, and the covenants, conditions, rights and obligations of this Contract shall run for the full term of this Contract. No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party (and shall not relieve the assigning party from liability hereunder), which consent will not be unreasonably withheld or delayed; provided, either party may (i) transfer, sell, pledge, encumber, or assign this Contract or the accounts, revenues, or proceeds hereof in connection with any financing or other financial arrangements, or (ii) transfer its interest to any parent or affiliate by assignment, merger or otherwise without the prior approval of the other party. Upon any such assignment, transfer and assumption, the transferor shall remain principally liable for and shall not be relieved of or discharged from any obligations hereunder.

12.2. If any provision in this Contract is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Contract.

12.3. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach.

12.4. This Contract sets forth all understandings between the parties and any prior contracts, understandings and representations, whether oral or written, relating to such transactions are merged into and superseded by this Contract. This Contract may be amended only by a writing executed by both parties.

12.5. The interpretation and performance of this Contract shall be governed by the laws of the State of Utah.

12.6. This Contract and all provisions herein will be subject to all applicable and valid statutes, rules, orders and regulations of any governmental authority having jurisdiction over the parties, their facilities, or Gas supply, this Contract or transaction or any provisions thereof.

12.7. There is no third party beneficiary to this Contract.

12.8. Each party to this Contract represents and warrants that it has full and complete authority to enter into and perform this Contract. Each person who executes this Contract on behalf of either party represents and warrants that it has full and complete authority to do so and that such party will be bound thereby.

12.9. The headings and subheadings contained in this Contract are used solely for convenience and do not constitute a part of this Contract between the parties and shall not be used to construe or interpret the provisions of this Contract.

12.10. During the Term of this Contract, neither party shall disclose directly or indirectly without the prior written consent of the other party the terms of this Contract to a third party (other than the employees, lenders, counsel, accountants and other agents of the party, or prospective purchasers of all or substantially all of a party's assets or of any rights under this Contract, provided such persons shall have agreed to keep such terms confidential) except (i) in order to comply with any applicable law, order, regulation, or exchange rule, or (ii) to the extent necessary for the enforcement of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Base Contract in duplicate.

Seller:	Summit Energy, LLC
By:	
Title:	
Date:	

Buyer:	Park City Corporation
By:	
Title:	
Date:	

PARK CITY 1884

City Council Staff Report

Subject: **Historic Park City Alliance Infrastructure Improvements Professional Service Provider Contract Award**
Author: **Matthew A. Twombly**
Department: **Sustainability**
Date: **December 13, 2012**
Type of Item: **Administrative**

Summary Recommendations:
Authorize the City Manager to enter into a professional service provider agreement in a form approved by the City Attorney's Office with MGB+A, in the amount of One Hundred Fourteen and Eighty Dollars ($114,080).

Topic/Description:
Historic Park City Alliance Infrastructure Improvements Professional Service Provider contract award.

Background:
On January 26, 2011 Council authorized the City Manager to enter into a professional service provider agreement with IBI Group. The scope of the contract included:

- Prepare maintenance and operations assessment of existing streetscape conditions. Goal is to define critical need items which may be in need of repair, capital costs to do so as well as ongoing operational costs; additionally the team should identify any "low hanging fruit" where big returns can be accomplished for little investment;
- Uses & Attractions (Plazas) - Create two additional concept designs for the Brew Pub parking lot and one additional concept design for Miners Park and Coalition Park. Initial concept ideas were presented in the Historic Park City Improvement Plan as a basis for future design options. The goal is to refine and modify as required based on public input to create a final concept layout, initial capital and ongoing operational and maintenance costs. Plazas should include complementary uses, attractions and amenities needed to create "place";
- Streetscape & Pedestrian Enhancements – Identify recommended treatments and furnishings. Prepare comprehensive plan and cost estimates (including Swede Alley and Park Avenue through 9th Street). Design elements will include:
    - Curb and sidewalk replacement & finish treatments (pavers, colored concrete, etc.)
    - Assessment of existing bulb out areas and consideration of additional bulb outs to improve pedestrian safety and vehicular conflict.
    - Street , pedestrian and specialty lighting
    - Parking meters
    - Furnishings (benches, trash/recycling receptacles, bike racks, miscellaneous)

    - Banners and signage (signage limited to inclusion of street related regulatory, informational or interpretive signs)
    - Public art (goal to maintain, enhance and grow current collection in the area)
    - Information kiosks
    - Coordinated with potential/future area infrastructure projects such as utility or paving projects.
- Facilitate public input to establish final projects and program for streetscape improvements and plaza areas. This should be limited to two (2) events which may include public open house, neighborhood meeting or other agency/ interest groups;
- Present preliminary recommendations to HPCA Board;
- Present preliminary recommendations to City Council. Elicit direction to move into Preliminary Design Development Drawings (approximately30%) with the goal of refined cost estimates and to verify that fatal flaws do not exist;
- Establish with input from City and HPCA staff triple bottom line scoring/ ranking to prioritize projects by balancing communities stated economic, environmental, and community & social equity goals.

Provide final recommendations and cost estimates for inclusion in City's budget process, categorized by available funding mechanisms.

During the budget discussions staff and the consultants developed a 10-15 year implementation plan to (re-)construct all of the streetscape infrastructure (sidewalks, curb and gutters, streetlights, benches, signage, meters, art…) as well as the plazas. There were several projects identified as "low hanging fruit" that the City was able to start work on. The Swede Alley Crosswalks were recently completed and the City is currently developing plans for the Historic Wall reconstruction and Egyptian Walkway improvements to be done in the spring.

There was significant discussion regarding the Main Street Infrastructure Improvements, OTIS, Storm Drains, and other unfunded capital projects during the FY 2013 budget hearings. It was determined that the City would introduce a measure on the November ballot to raise the Resort City Sales tax from 1.1% to 1.6% to fund these capital improvements. This tax was approved by a majority of the voters.

The current RFP contemplates completing the streetscape design. The final streetscape "design" or the look of the improvements will be carried through the 10 year plan for the Main Street sidewalks. The first phase of streetscape improvements as currently laid out for 2013 construction (See addendum 1 attached) includes the East side of Main from 4th to 5th Street, the Terigo plaza/walkway, the West side of Main from 5th Street to the Claimjumper/Bear Bench bulbout, and 7th Street from Park Ave to Marriott Summit Watch Plaza. These projects will likely be staggered for example the construction of the 5th-Claimjumper sidewalk and 7th Street in the spring and the Terigo walkway and 4th-5th Street in the fall.

The project team and consultant will need to further examine the timing and coordination of construction especially where utilities are involved. Questar Gas is looking to replace their gas lines under the Main Street sidewalks. PCMC Water Dept. is also looking at replacing the water meters in the Main Street sidewalks. Scheduled Events and the Dining Decks will also have impacts on the construction schedule. Additionally, the construction will cause daily temporary impacts to the Main Street businesses, visitors, and locals on Main Street.

Analysis:
The Request for Proposals was advertised on October 3rd and 6th, 2012 in the Park Record and 3rd and 4th in the Salt Lake Tribune. Additionally, the RFP was posted on the City's website.

A selection committee included the following participants:
PCMC:
- Jonathan Weidenhamer
- Thomas Eddington
- Matt Cassel
- Matt Twombly
- Jason Glidden
- Troy Dayley

And from the HPCA:
- Alison Butz

Five firms responded and their cost proposals are as follows:

MGB+A	$98,270
IBI Group	$118,242
CRSA	$65,053
Landmark Design	$123,695
Stanley Consultants	$120,555

Selection of the consulting firm was based on the following criteria:
- Overall proposal and team approach;
- Experience and Qualifications of Team Members;
- Destination and Mountain Resort Experience;
- Past Experience with Public Spaces ;
- Work with Municipalities and Public Process; and
- Fee Structure or Other Consideration

The selection committee met on October 31, 2012 and determined that three of the firms should be brought in for short list interviews. MGB+A, IBI Group, and CRSA were interviewed on November 9, 2012.

Park City's purchasing policy states that Professional Service Contracts are exempt from competitive bidding, where the lowest quote need not necessarily be awarded the contract. Furthermore, the policy states that emphasis will be placed on quality, with cost being the deciding factor when everything else is equal. In review of the proposals and interviews the committee determined that MGB+A and their subcontractors were the most qualified.

After further review and scoping of the MGB+A proposal, staff and MGB+A added work to the scope of the contract in Design Development. This will be for additional time and meetings related to the Historic District Design Review, HPCA and City Council meetings. The negotiated scope and fee is One Hundred Fourteen and Eighty Dollars ($114,080).

The selected team is expected to coordinate regular meetings with a Working Committee to further refine previous work, develop construction documents and project management for the project. The working committee will include representatives from the HPCA and City, including Sustainability, Economic Development, Planning, Engineering and Public Works. The deliverables will include:

- Analyze Streetscape & Pedestrian Enhancements current design.
- Assess the project cost estimates and schedule of construction.
- Work with the committee and PCMC staff to determine final design, schedule and estimates for presentation to the Historic Design Review Committee, the public, HPCA, and City Council;
- Present recommended plans, schedule and cost to HPCA Board;
- Present finalized design to City Council;
- Provide ongoing meetings with HPCA and Public into construction.
- Coordination with utility companies where the reconstruction of the sidewalks will likely trigger the need for utility upgrades;
- Prepare construction documents:
    - 30% plus cost estimate submittal.
    - 60% plus cost estimate submittal.
    - 90% including specifications and cost estimate submittal.
    - 100% including bid documents, specifications and final cost estimate submittal.
- Provide assistance to PCMC staff in bidding the first phase (year 1) improvements including pre-bid meeting and support, contractor questions, issuing addenda, preparing bid tabulations, verification of bidder’s qualification, and presentation to City Council for the contract award.
- Provide construction management for the first phase improvements (year 1);
- Provide an additive alternate to provide bidding and construction management for the second phase improvements (year 2).

Not included in the scope of the RFP is the Public Information (PI) component. It is anticipated that PI will be designed and led internally by the City’s Public Affairs Manager with additional direct staff support allocated to this project. We believe this approach will allow for a high level of service including pre-construction outreach to the merchants, weekly merchant contacts during the construction phase as well as regular community updates in the most cost effective manner.

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

Alternatives:

A. Approve:
Approve the request, and authorize the City Manager to execute the service provider agreement in a form approved by the City Attorney’s Office with IBI Group, in the amount of in the amount of One Hundred Fourteen and Eighty Dollars ($114,080): (Staff recommendation)

B. Deny:
Council could choose to modify the agreement, which would likely delay the schedule of the project.

C. Modify:
Council could choose to not continue with the project at this time.

D. Continue the Item:
Council may feel there is not enough information to make a decision, which will delay the project and the proposed schedule.

E. Do Nothing:
Same effect as continuance.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Balance between tourism and local quality of life	- Managed natural resources balancing ecosystem needs	~ Preserved and celebrated history; protected National Historic District	+ Well-maintained assets and infrastructure
	~ Varied and extensive event offerings	~ Enhanced water quality and high customer confidence	+ Shared use of Main Street by locals and visitors	(+/-) (Select Desired Outcome)
	+ Accessibility during peak seasonal times	~ Reduced municipal, business and community carbon footprints	+ Entire population utilizes community amenities	(+/-) (Select Desired Outcome)
	+ Safe community that is walkable and bike-able	~ Economically and environmentally feasible soil disposal	+ Community gathering spaces and places	(+/-) (Select Desired Outcome)
	+ Internationally recognized & respected brand	(+/-) (Select Desired Outcome)	+ Vibrant arts and culture offerings	(+/-) (Select Desired Outcome)
	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)
	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Very Positive	Negative	Very Positive	Positive

Comments: Events may have temporary negative impacts during construction, but the improvements are positive in the long term. Storm water improvements will have a neutral effect on water quality. The carbon footprint will be neutral even though more resources are used due to the maintenance and lifecycle costs of the materials we are considering for Main Street. The historic side is neutral in that we will celebrate historic sites and provide information, but many may consider the improvements less than desireable as historic.

Funding Source:
There is currently approximately $419,000 budgeted for the Main Street Improvements project in the Main Street RDA. Sustainability, Planning, Engineering, Budget, Public Works and on a limited basis other City staff resources will be required to complete the project.

Consequences of not taking the recommended action:
Consequences of not taking the recommended action will likely delay construction.

Recommendation:
Authorize the City Manager to enter into a professional service provider agreement in a form approved by the City Attorney's Office with MGB+A, in the amount of One Hundred Fourteen and Eighty Dollars ($114,080).

Attachments:

Addendum 1

ADDENDUM 1

Historic Park City Improvement Plan
Project Summary

Immediate Needs ("Low Hanging Fruit")

		Budget	CY12/FY13	CY13/FY14	CY14/FY15	CY15/FY16	CY16/FY17	CY17/FY18
1	Swede/Heber Crosswalks	$77,790	$77,790					
2	Swede/Transit Center Crosswalk	$48,253	$48,253					
3	Swede/Terigo/Parking Structure Crosswalk	$45,476	$45,476					
4	Swede/Egyptian Crosswalk	$41,735	$41,735					
C	Egyptian Pass Through	$75,000	$75,000					
K	Historic Wall	$150,000	$150,000					
	Design Fees for 5 Year Streetscape Package	$200,000	$200,000					
	Subtotal Streetscape Projects	**$638,253**	**$638,253**	**$0**	**$0**	**$0**	**$0**	**$0**

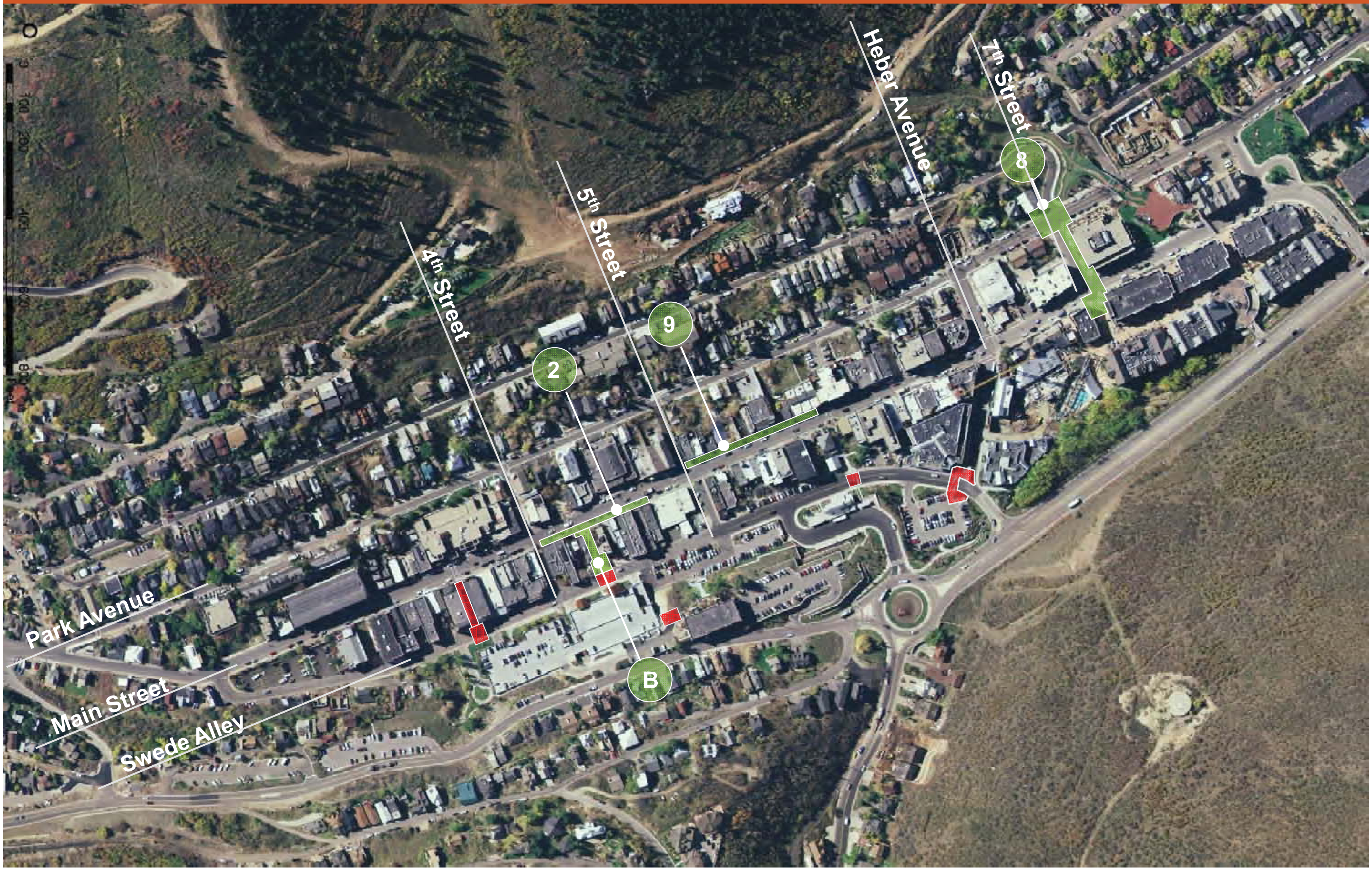
Short Term Needs (1-5 years)

		Budget	CY12/FY13	CY13/FY14	CY14/FY15	CY15/FY16	CY16/FY17	CY17/FY18
	Streetscape Projects							
1	Main - 4th Street to 5th Street West Side	$190,510			$130,000			$60,510
2	Main - 4th Street to 5th Street East Side	$181,528		$181,528				
3	4th Street Conversion	$237,260				$237,260		
4	5th Street Conversion	$20,000				$20,000		
5	Main - Bear Bench to Heber Ave West Side	$352,840			$352,840			
6	Main - Bear Bench to Heber Ave East Side	$347,530				$347,530		
7	Main - Town Lift On-Street Parking	$103,119				$103,119		
8	7th Street - Main Street to Park Ave	$349,066		$349,066				
9	Main - 5th Street to Bear Bench West Side	$238,873		$238,873				
10	Main - 5th Street to Bear Bench East Side	$223,919			$223,919			
11	Main - 7th Street to Deer Valley Drive East Side	$426,255					$426,255	
12	Main - 7th Street to 9th Street West Side	$234,176				$234,176		
29	9th Street - Main Street to Park Ave South Side	$100,000					$100,000	
30	Main/Egyptian Crosswalk	$99,210			$99,210			
5	Swede Sidewalk - Egyptian to Brew Pub Lot	$66,979			$66,979			
6	Swede Dumpster - Ciseros	$25,000			$25,000			
	Subtotal Streetscape Projects	**$3,196,265**		**$769,466**	**$897,948**	**$942,085**	**$526,255**	**$60,510**
	Inflation Adjustment (3% per year)			**$23,084**	**$53,877**	**$84,788**	**$63,151**	**$9,077**
	Subtotal Streetscape Projects Adjusted			**$792,550**	**$951,825**	**$1,026,873**	**$589,406**	**$69,587**
	Plaza/Pass Through Projects							
B	Terigo Pass Through	$229,591		$229,591				
D	Brew Pub Plaza	$3,671,579			$3,671,579			
E	Coalition Trailhead Park	$772,485					$772,485	
G	City Hall Plaza	$495,229			$495,229			
	Design fees for Brew Pub Plaza	$180,000		$180,000				
	Design fees for City Hall Plaza	$27,000		$27,000				
	Design fees for Bear Bench/Transit Center Pass Through	$20,000		$20,000				
	Subtotal Plaza/Pass Through Projects	**$5,395,884**		**$456,591**	**$4,166,808**	**$0**	**$772,485**	**$0**
	Inflation Adjustment (3% per year)			**$13,698**	**$250,008**	**$0**	**$92,698**	**$0**
	Subtotal Streetscape Projects Adjusted			**$470,288**	**$4,416,816**	**$0**	**$865,184**	**$0**
	Total Short Term Needs	**$8,592,149**						

Long Term Needs (5-10 years)

		Budget	CY12/FY13	CY13/FY14	CY14/FY15	CY15/FY16	CY16/FY17	CY17/FY18
	Streetscape Projects							
13	Main - Swede to 4th Street West Side	$543,996			$181,151			$362,845
14	Main - Brew Pub to 4th Street East Side	$323,599				$323,599		
15	Park Ave - 7th to 9th East Side	$94,022						
16	Park Ave - 7th to 8th West Side	$66,075						
17	Swede - Egyptian to Post Office West Side	$53,963			$53,963			
18	Swede - Egyptian to Liqour Store East Side	$148,262						
19	Swede - Bear Bench to Heber West Side	$51,298						
20	Main - Heber to 7th Street East Side	$203,375						
21	Main - Heber to 7th Street West Side (KAC dependent)	$156,271						
22	Heber - Swede to Main North Side	$71,500						
23	Heber - Swede to Main South Side	$41,085						
24	Park Ave - Heber to 7th Street West Side	$67,129						
25	Park Ave - Heber to 7th Street East Side (KAC dependent)	$27,788						
26	Heber - Main to Park Ave South Side	$40,687						
27	Heber - Main to Park Ave North Side (KAC dependent)	$11,563						
28	Swede - 5th Street to Bear Bench West Side	$57,817						
	Subtotal Streetscape Projects	**$1,958,430**		**$0**	**$235,113**	**$323,599**	**$0**	**$362,845**
	Inflation Adjustment (3% per year)			**$0**	**$14,107**	**$29,124**	**$0**	**$54,427**
	Subtotal Streetscape Projects Adjusted			**$0**	**$249,220**	**$352,723**	**$0**	**$417,272**
	Plaza/ Pass Through Projects							
A	Miners Plaza Renovation	$528,336						$528,336
F	Bear Bench/Transit Center Pass Through	$411,672			$411,672			
H	Schreurs Centennial Plaza Renovation	$265,000						
I	Poison Creek Park	$95,000						
J	China Bridge Restrooms	$50,000					$50,000	
	Subtotal Plaza/Pass Through Projects	**$1,350,008**		**$0**	**$411,672**	**$0**	**$50,000**	**$528,336**
	Inflation Adjustment (3% per year)			**$0**	**$24,700**	**$0**	**$6,000**	**$79,250**
	Subtotal Streetscape Projects Adjusted			**$0**	**$436,372**	**$0**	**$56,000**	**$607,587**
	Total Long Term Needs	**$3,308,438**						
	Proposed Phasing Totals	**$12,538,841**	**$638,253**	**$1,262,839**	**$6,054,233**	**$1,379,596**	**$1,510,589**	**$1,094,446**
								$11,939,956

CY2013/FY2014 Construction Projects



PARK CITY 1884

City Council Staff Report

Subject: Building Fee Waiver for Renewable Energy Projects
Author: Tyler Poulson
Department: Sustainability
Date: December 13, 2012
Type of Item: Legislative

Summary Recommendations:
Staff recommends that City Council approve the Resolution provided in Exhibit A. This Resolution would allow the City Manager to waive Building permit and site inspection fees, up to $1,000 per site, for renewable energy projects completed in 2013.

Background:
City Council approved previous versions of this Resolution that allowed for Building fee waivers for renewable energy projects in 2011 and 2012. During the Mid-year Environmental Update on August 23, 2012 Council directed staff to return with a Resolution (Exhibit A) to extend the fee waiver through 2013. Staff is recommending that Council extend the building fee waiver for another year based on the City's goal to encourage local clean energy[1] and the positive, yet limited, response the waiver has received thus far. Information on local renewable energy installations, and the financial impact of the waiver, is included in the Analysis section of this staff report.

If approved, the resolution in Exhibit A would allow the City Manager to waive up to $1,000 per site in permitting and site inspection fees for all new solar photovoltaic (PV), solar thermal, and small-scale wind projects completed within City limits in 2013. All local land use and building regulations would remain in effect for renewable energy projects and building permits would still be required. The waiver would apply to both residential and commercial projects.

Analysis:
The below table summarizes use and financial impact of the renewable energy Building fee waiver in 2012:

Application Type	Technology	Date Permit Issued	Fee Amount Waived*
Residential	Solar PV	January 2012	$186.76
Residential	Solar PV	February 2012	$237.26
Residential	Solar PV	June 2012	$298.80
Residential	Solar PV	August 2012	$298.80
Total Permit and Site Inspection Fees Waived			**$1,021.62**
**Permit and site inspection fees for renewable energy projects are based on project cost. For a typical residential installation, the fee waiver is $150-$500. Large commercial installations, such as the 80-solar panels atop City Hall, can be charged $1,000+.*			

[1] Environmental Strategic Plan: http://www.parkcity.org/index.aspx?page=244

The above table doesn't include two municipal solar projects completed in 2012 that received an internal fee waiver (Police Solar & Transit Solar). Additionally, the Building Department received two new applications for residential projects in November 2012, but permits have not been issued yet. The amount of fees waived this past year are in line with what was waived in 2011 ($1,697.20 waived – three projects in 2011).

Despite limited use of the fee waiver, staff received a fair amount of positive feedback. Local solar installers, Park City residents, and other municipalities all expressed support for the initiative and encouraged its extension into the future. Staff advertises the fee waiver via a press release, social media, and by emailing solar installers so that they could market it to their customers. Staff believes that awareness of the incentive will continue to grow if it's extended. If the incentive is approved, staff will report back to City Council after year-end 2013 to provide updates on the program and ask Council whether the incentive should be extended again.

Department Review:
Sustainability, Building, Legal, and the City Manager have reviewed this Staff Report and their commentary has been included.

Alternatives:

A. **Approve (Staff Recommendation):** Council may approve the attached Resolution which allows the City Manager to waive Building permit and site inspection fees, up to $1,000 per site, for renewable energy projects completed in 2013.

B. **Deny:** Council may choose to deny the Resolution and not formally pursue a fee waiver for renewable energy.

C. **Modify:** Council may provide additional input and direct staff to return at a future date with a modified Resolution.

Significant Impacts:
The fee waiver is anticipated to have a relatively small impact on 2013 Building department revenues (<$15k), yet it is an innovative way for Council to promote clean energy and advance goals contained within the Environmental Strategic Plan.

Rocky Mountain Power is launching a new solar rebate program in 2013 that will primarily impact commercial installations.

Additionally, Park City staff is working on an initiative to increase residential solar installs, and thus use of the fee waiver, and will provide more details to Council once available.

The proposed resolution (Exhibit A) will provide the City Manager with administrative authority to approve fee waivers.

Recommendation:
Staff recommends that City Council approve the Resolution provided in Exhibit A. This Resolution would allow the City Manager to waive Building permit and site inspection fees, up to $1,000 per site, for renewable energy projects completed in 2013.

Attachments:
Exhibit A – Resolution for Building Department Fee Waivers on New Renewable Energy Projects in 2013

Exhibit A – Resolution for Building Department Fee Waivers on New Renewable Energy Projects in 2013

Resolution No. __-12

RESOLUTION FOR BUILDING DEPARTMENT FEE WAIVERS ON NEW RENEWABLE ENERGY PROJECTS IN 2013

WHEREAS, Commercial and residential buildings use 42% of Utah's total energy; and

WHEREAS, the current energy mix for electricity generation in Utah includes a high reliance on finite fossils fuels, including 82% coal and 13% natural gas; and

WHEREAS; the deployment of clean, renewable energy technologies contributes positively to a wide variety of environmental, social, and economic goals; and

WHEREAS; Park City Municipal Corporation has completed six separate clean energy projects since 2009 and encourages similar development within the community;

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

1. <u>Building Fee Waiver</u>. The City will waive Building Permit and Site Inspection fees, up to $1,000 per site, for new solar PV, solar thermal, and small-scale wind projects completed within City limits during 2013. The waiver will be handled on a project-by-project basis as an administrative approval by the City Manager. All local land use and building regulations will remain in effect for renewable energy projects and building permits will still be required.

2. <u>Expiration Date</u>. The fee waiver will remain in effect until December 31, 2013. Staff will return to City Council after this expiration date for direction on whether the waiver should be extended.

PASSED AND ADOPTED this 13th day of December 2012.

PARK CITY MUNICIPAL CORPORATION

____
Mayor Dana Williams

Attest:

____
Janet M. Scott, City Recorder

Approved as to form:

____
Mark D. Harrington, City Attorney

City Council
Staff Report

Subject:	**Gleneagles Lots 12R & 13R**
Author:	**Francisco Astorga, Planner**
Project Number:	**PL-12-01674**
Date:	**December 12, 2012**
Type of Item:	**Administrative – Plat Amendment**

PARK CITY 1884
PLANNING DEPARTMENT

Summary Recommendations
Staff recommends the City Council hold a public hearing and consider approving Gleneagles 12R & 13R Plat Amendment based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Description

Applicant:	James & Barbara Roberts represented by Alliance Engineering
Location:	2460 & 2520 Sunny Slopes Drive
Zoning:	Residential Development (RD) District
Adjacent Land Uses:	Single-family dwellings and open space
Reason for Review:	Planning Commission review and recommendation to City Council

Proposal
Lots 12 and 13 were originally platted as part of the Gleneagles Subdivision. A single-family dwelling has been built on Lot 13. In 1993 a portion of Lot 12 was deeded to Lot 13. The City approved a lot line adjustment; however, a Final Plat, was not recorded with the County. The property owner requests to go through the plat amendment at this time to formalize the lot line adjustment action and record the plat.

Purpose
The purpose of the Residential Development RD District is to:

A. allow a variety of Residential Uses that are Compatible with the City's Development objectives, design standards, and growth capabilities,
B. encourage the clustering of residential units to preserve natural Open Space, minimize Site disturbance and impacts of Development, and minimize the cost of municipal services,
C. allow commercial and recreational activities that are in harmony with residential neighborhoods,
D. minimize impacts of the automobile on architectural design,
E. promote pedestrian connections within Developments and between adjacent Areas; and
F. provide opportunities for variation in architectural design and housing types.

Background
The Gleneagles Subdivision is located in the Park Meadows Neighborhood. It is completely surrounded by the Park Meadows Golf Course. This subdivision was approved by the City Council in June 1983 and recorded at Summit County in August of the same year. The approved subdivision consists of fifteen (15) lots of record, a limited common open space area, and private roads accessed off Meadows Drive.

In April 1988 the City issued a building permit for a single-family dwelling on Lot 13, 2520 Sunny Slopes Drive. In April 1993 Alliance Engineering surveyed the site in preparation of boundary revisions. In May 1993 the City received a subdivision application to "relocate the lot lines of lots 12 & 13 and issued a building permit for a addition/remodel for Lot 13 crossing over Lot 12, 2460 Sunny Slopes Drive. The change in boundary was requested by the owner to accommodate the desired addition/remodel and part of Lot 12 was deeded to Lot 13. Both lots were (and still are) owned by the current property owners. Also in May 1993, the deeds were signed and recorded. In June 1993, Rick Lewis, the City's Community Development Director, formally approved the lot line adjustment. In September 1994 a survey was filed at the County (S-1780) reflecting the lot line adjustment. However, a Final Plat, amending the Glen Eagles Subdivision plat was never recorded with the County.

On October 1, 2012, the City received a completed application for a Plat Amendment. The property owner requests to go through the plat amendment at this time to formalize the 1993 lot line adjustment and record the plat. The Roberts have retained ownership of both lots.

When Rick Lewis, former Community Development Director, approved the lot line adjustment, an executed Final Plat was not filed at the County. Even though the lot line adjustment process is still approved administratively by the Planning Director (then the Community Development Director), the process has changed to include a public hearing, consent from contiguous property owner, and a final plat (Mylar) to be submitted to the City for review, signatures, and to be recorded at the County.

The Planning Commission reviewed this application during their November 28, 2012 meeting. The Commission forwarded a positive recommendation. The positive recommendation was based on a unanimous vote.

Analysis
The proposed plat amendment does not result in an increase in the number of lots, does not create unbuildable or substandard lots, and does not create an adverse impact on adjacent property owners. It simply shifted lot area from one lot to another. No non-complying situations are created with the plat amendment.

The original lot area of Lot 12 was 19,480 square feet. The original lot area of Lot 13 was 27,108. The proposed plat amendment memorializes the approved lot line adjustment encompassing Lot 12R containing 16,098 square feet and Lot 13R containing 30,493 square feet. Lot 12R is 83% of original Lot 12 while Lot 13R is 112% of the original Lot 13.

The average lot area of the subdivision is 21,424 square feet. The biggest lot in this subdivision was Lot 15 containing 28,208 square feet. The smallest lot in this subdivision was Lot 10 containing 16,670 square feet. The proposed Lots 12R and 13R are consistent with the existing lots in terms of lot area and are not out of character with the neighborhood.

The existing structure, including the 1993 addition/remodel, complies with the setbacks of the 1993 lot line adjustment. Lot 12R remains vacant. Lot 12R & Lot 13R would still need to meet the development parameters outlined in the LMC below, and any other development provisions.

Parameter	Standards
Front yard setback	20 feet, minimum.
Rear yard setback	15 feet, minimum.
Side yard setbacks	12 feet, minimum.
Height	28 feet maximum, plus 5 feet for a roof pitch 4:12 or greater.
Parking	2 parking spaces

The total square footage for Lots 12R & 13R is 46,591 square feet. The total square footage as platted for the original lots 12 & 13 is 46,588. Alliance Engineering recognizes the discrepancy of three (3) square feet in lot areas from the original plat. Even though there is no explanation at this point from the surveying company, the discrepancy is miniscule and should not affect the requested action. A note on the proposed plat indicates the three (3) square foot discrepancy.

Process
Prior to issuance of any building permits for these lots, including additions/remodels and/or new construction, the applicant will have to submit a Building Permit application. No building permits will be issued until the plat, if approved, is recorded at Summit County. The approval of this plat amendment application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC 1-18.

Department Review
This project has gone through an interdepartmental review. No additional issues were raised.

Notice
The property was posted and notice was mailed to property owners within 300 feet. Legal notice was published in the Park Record.

Public Input
Staff has not received any public input regarding this plat amendment.

Alternatives

- The City Council may approve the Gleneagles 12R & 13R Plat Amendment as conditioned or amended; or
- The City Council may deny the Gleneagles 12R & 13R Plat Amendment and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on Gleneagles 12R & 13R Plat Amendment.
- The City Council may remand the item back to the Planning Commission for specific discussion on topics and/or findings.

Significant Impacts

There are no significant fiscal or environmental impacts from this application.

Consequences of not taking the Suggested Recommendation

The existing platted lots would not match the description of the recorded deeds or the 1993 approved action and confusion in terms of property title and setbacks could result.

Recommendation

Staff recommends the City Council hold a public hearing and consider approving Gleneagles 12R & 13R Plat Amendment based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Exhibits

Exhibit A – Draft Ordinance with Proposed Plat
Exhibit B – Gleneagles Subdivision
Exhibit C – Vicinity Map/Aerial Photograph
Exhibit D – Existing Conditions Map
Exhibit E – Survey S-1780 filed with the County.
Exhibit F – 1993 Lot Line Adjustment Application
Exhibit G – Community Director's Approval Memo
Exhibit H – Community Director's Approval Plan

Exhibit A – Draft Ordinance with Proposed Plat

Ordinance 12-

AN ORDINANCE APPROVING THE GLENEAGLES 12R AND 13R PLAT AMENDMENT LOCATED AT 2460 AND 2520 SUNNY SLOPES DRIVE, PARK CITY, UTAH.

WHEREAS, the owners of 2460 and 2560 Sunny Slopes Drive have petitioned the City Council for approval of the plat amendment; 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 November 28, 2012, to receive input on the proposed plat amendment;

WHEREAS, the Planning Commission forwarded a positive recommendation to the City Council; and,

WHEREAS, on December 13, 2012, the City Council held a public hearing on the proposed amendments to the record of survey plat; and

WHEREAS, it is in the best interest of Park City, Utah to approve the proposed plat amendment.

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 Gleneagles 12R & 13R Plat Amendment as shown in Attachment 1 is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The lots are located at 2460 & 2520 Sunny Slopes Drive.
2. The lots are within the RD District.
3. The lots are within the Gleneagles Subdivision.
4. The Gleneagles Subdivision was approved by the City Council in June 1983 and recorded at Summit County in August of the same year.
5. In April 1988 the City issued a building permit for a single-family dwelling on Lot 13, 2520 Sunny Slopes Drive.

6. In May 1993 the City received a subdivision application to “relocate the lot lines of lots 12 & 13 and issued a building permit for a addition/remodel for Lot 13 crossing over Lot 12, 2460 Sunny Slopes Drive.
7. In June 1993, Rick Lewis, the City’s Community Development Director, formally approved the lot line adjustment.
8. In September 1994 a survey was filed at the County (S-1780).
9. A Final Plat, was not finalized, executed, or recorded with the County.
10. The property owner requests to go through the plat amendment to formalize the lot line adjustment.
11. The proposed plat amendment does not result in an increase in the number of lots.
12. The proposed plat amendment does not create unbuildable or substandard lots.
13. The proposed Lots are consistent with the existing lots in terms of lot area and are not out of character with the neighborhood.
14. The proposed plat amendment does not create an adverse impact on adjacent property owners.
15. The proposed plat amendment does not create any non-complying situations.
16. The existing structure, including the 1993 addition/remodel, complies with the setbacks of the 1993 lot line adjustment.
17. Lot 12R remains buildable vacant.
18. The plat amendment is consistent with the Gleneagles Subdivision plat.

Conclusions of Law:

1. There is good cause for this plat amendment.
2. The plat amendment is consistent with the Park City Land Management Code and applicable State law regarding plat amendments.
3. Neither the public nor any person will be materially injured by the proposed plat amendment.
4. Approval of the plat amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the final plat for compliance with State law, the Land Management Code, and conditions of approval.
2. The applicant will record the final plat at the County within one (1) year from the date of City Council approval. If recordation has not occurred within one (1) year’s time, this approval for the plat amendment will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. Any conditions of approval and plat notes and restrictions of the Gleneagles Subdivision shall continue to apply.

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

PASSED AND ADOPTED this _________ day of _________________, 2012.

PARK CITY MUNICIPAL CORPORATION

____
Dana Williams, MAYOR

ATTEST:

____
Jan Scott, City Recorder

APPROVED AS TO FORM:

____
Mark Harrington, City Attorney

Attachment 1 – Proposed Plat

Attachment 1 – Proposed Plat

SURVEYOR'S CERTIFICATE

I, Martin A. Morrison, certify that I am a Registered Land Surveyor and that I hold Certificate No. 4938739, as prescribed by the laws of the State of Utah, and that by authority of the owner), I have prepared this Record of Survey map of the GLENEAGLES 12R & 13R PLAT AMENDMENT and that the same has been or will be monumented on the ground as shown on this plat. I further certify that the information on this plat is accurate.

REGISTERED LAND SURVEYOR No.4938739 MARTIN A. MORRISON State of Utah

BOUNDARY DESCRIPTION

PARCEL 1

All of Lot 12, GLENEAGLES SUBDIVISION, according to the official plat thereof on file and of record in the office of the Summit County Recorder.

Excepting therefrom a portion of Lot 12 of said subdivision, more accurately described as follows:

Beginning at the southeast corner of Lot 12, GLENEAGLES SUBDIVISION, according to the official plat thereof on file and of record in the office of the Summit County Recorder; and running thence along the southerly line of said Lot 12 South 75°20'00" West 170.96 feet; thence along the westerly line of said Lot 12 North 18°45'00" East 74.00 feet; thence South 42°57'30" East 57.65 feet; thence North 75°20'00" East 102.89 feet; thence along the easterly line of said Lot 12 South 14°40'00" East 11.00 feet to the point of beginning.

PARCEL 2

All of LOT 13, GLENEAGLES SUBDIVISION, according to the official plat thereof on file and of record in the office of the Summit County Recorder, together with a portion of Lot 12 of said subdivision, more particularly described as follows:

Beginning at the southeast corner of Lot 12, GLENEAGLES SUBDIVISION, according to the official plat thereof on file and of record in the office of the Summit County Recorder; and running thence along the southerly line of said Lot 12 South 75°20'00" West 170.96 feet; thence along the westerly line of said Lot 12 North 18°45'00" East 74.00 feet; thence South 42°57'30" East 57.65 feet; thence North 75°20'00" East 102.89 feet; thence along the easterly line of said Lot 12 South 14°40'00" East 11.00 feet to the point of beginning.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that the undersigned owner of the herein described tract of land, to be known hereafter as GLENEAGLES 12R & 13R PLAT AMENDMENT, does hereby certify that he has caused this Subdivision Plat to be prepared, and I, Albert J. Roberts IV, as Trustee of the ROBERTS SUNNYSLOPES RESIDENCE TRUST dated as of December 24, 2006, as to PARCEL 2, hereby consents to the recordation of this Plat.

In witness whereof, the undersigned set his hand this _____ day of ________________, 2012.

____
Albert J. Roberts IV, Trustee

ACKNOWLEDGMENT

State of ___________:
ss:
County of ___________:

On this _____ day of ______________________, 2012, Albert J. Roberts IV, personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, Albert J. Roberts, IV acknowledged to me that he is a trustee of the ROBERTS SUNNYSLOPES RESIDENCE TRUST, as to PARCEL 2, and that he signed the above and foregoing Owner's Dedication and Consent to Record on behalf of said Trust; and 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.

____
A Notary Public commissioned in Utah

____
Printed Name

Residing in: _________________

My commission expires: _____________________

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that the undersigned owners of the herein described tract of land, to be known hereafter as GLENEAGLES 12R & 13R PLAT AMENDMENT, do hereby certify that we have caused this Subdivision Plat to be prepared, and we, A. James Roberts III and Barbara R. Roberts, as Trustees under THE ROBERTS FAMILY REVOCABLE TRUST DATED SEPTEMBER 14, 1992, as to PARCEL 1, hereby consent to the recordation of this Plat.

In witness whereof, the undersigned set their hands this _____ day of ________________, 2012.

____
A. James Roberts III, Trustee

____
Barbara R. Roberts, Trustee

ACKNOWLEDGMENT

State of ___________:
ss:
County of ___________:

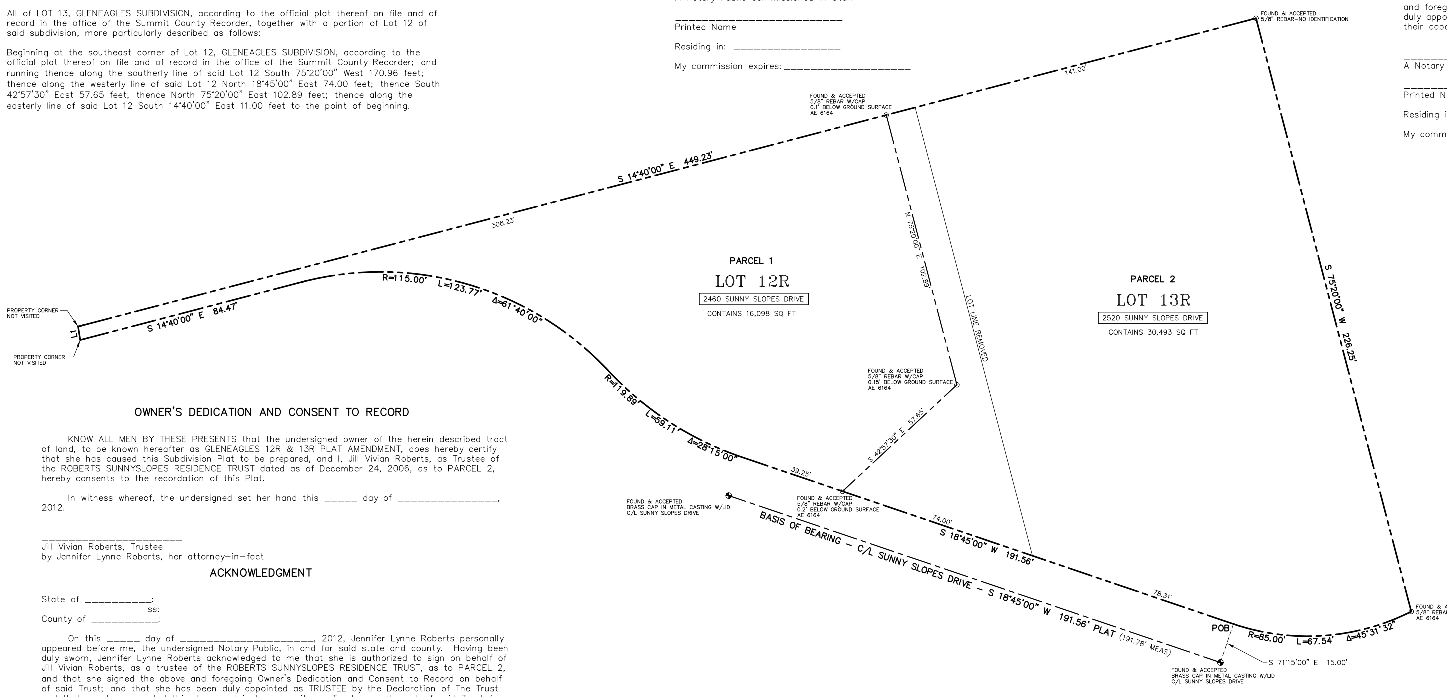
On this _____ day of ______________________, 2012, A. James Roberts III and Barbara R. Roberts personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, A. James Roberts III and Barbara R. Roberts acknowledged to me that they are the trustees under THE ROBERTS FAMILY REVOCABLE TRUST DATED SEPTEMBER 14, 1992, as to PARCEL 1, and that they signed the above and foregoing Owner's Dedication and Consent to Record on behalf of said Family Trust; and that they have been duly appointed as TRUSTEES by the Declaration of The Family Trust and that they have executed this document in their capacity as Trustees as the act of said Family Trust for the purpose set forth herein.

____
A Notary Public commissioned in Utah

____
Printed Name

Residing in: _________________

My commission expires: _____________________



OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that the undersigned owner of the herein described tract of land, to be known hereafter as GLENEAGLES 12R & 13R PLAT AMENDMENT, does hereby certify that she has caused this Subdivision Plat to be prepared, and I, Jennifer Lynne Roberts, as Trustee of the ROBERTS SUNNYSLOPES RESIDENCE TRUST dated as of December 24, 2006, as to PARCEL 2, hereby consents to the recordation of this Plat.

In witness whereof, the undersigned set her hand this _____ day of ________________, 2012.

____
Jennifer Lynne Roberts, Trustee

ACKNOWLEDGMENT

State of ___________:
ss:
County of ___________:

On this _____ day of ______________________, 2012, Jennifer Lynne Roberts personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, Jennifer Lynne Roberts acknowledged to me that she is a trustee of the ROBERTS SUNNYSLOPES RESIDENCE TRUST, as to PARCEL 2, and that she signed the above and foregoing Owner's Dedication and Consent to Record on behalf of said Trust; and 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.

____
A Notary Public commissioned in Utah

____
Printed Name

Residing in: _________________

My commission expires: _____________________

NOTE

The total square footage for Lots 12R & 13R is 46,591 square feet. The total square footage as platted for the original Lots 12 and 13 is 46,588 square feet.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that the undersigned owner of the herein described tract of land, to be known hereafter as GLENEAGLES 12R & 13R PLAT AMENDMENT, does hereby certify that she has caused this Subdivision Plat to be prepared, and I, Jill Vivian Roberts, as Trustee of the ROBERTS SUNNYSLOPES RESIDENCE TRUST dated as of December 24, 2006, as to PARCEL 2, hereby consents to the recordation of this Plat.

In witness whereof, the undersigned set her hand this _____ day of ________________, 2012.

____
Jill Vivian Roberts, Trustee
by Jennifer Lynne Roberts, her attorney–in–fact

ACKNOWLEDGMENT

State of ___________:
ss:
County of ___________:

On this _____ day of ______________________, 2012, Jennifer Lynne Roberts personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, Jennifer Lynne Roberts acknowledged to me that she is authorized to sign on behalf of Jill Vivian Roberts, as a trustee of the ROBERTS SUNNYSLOPES RESIDENCE TRUST, as to PARCEL 2, and that she signed the above and foregoing Owner's Dedication and Consent to Record on behalf of said Trust; and 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.

____
A Notary Public commissioned in Utah

____
Printed Name

Residing in: _________________

My commission expires: _____________________

A LOT LINE ADJUSTMENT PLAT

GLENEAGLES 12R & 13R PLAT AMENDMENT

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

20' 0 20' 40'

SHEET 1 OF 1

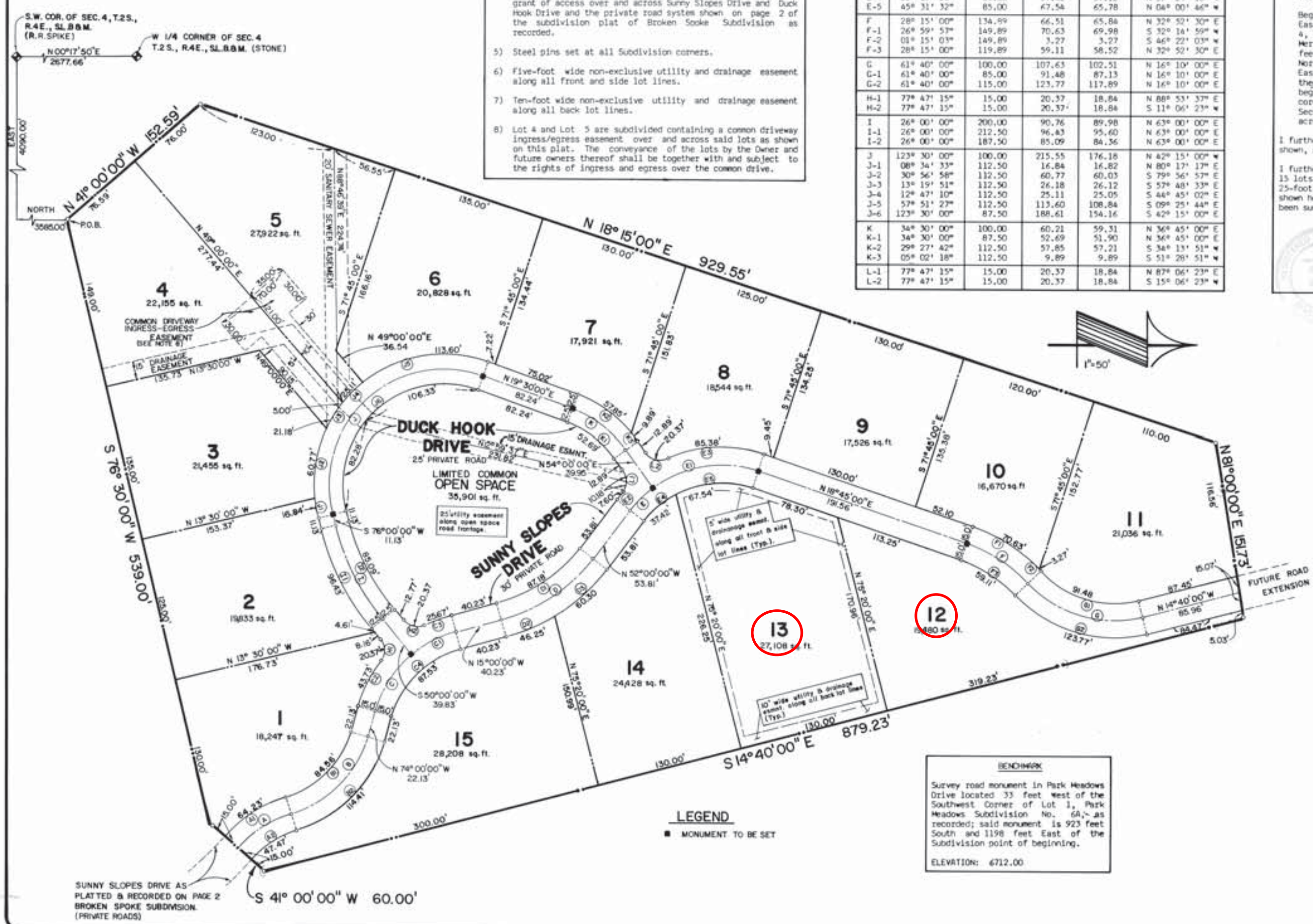
10/1/12 JOB NO.: 5–4–12 FILE: X:\ParkMeadows\dwg\srv\plat2012\050412.dwg

Alliance Engineering Inc. (435) 649-9467 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060–2664	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	PLANNING COMMISSION	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	COUNCIL APPROVAL AND ACCEPTANCE	RECORDED
	REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS ______ DAY OF __________, 2012 A.D. BY _______________ S.B.W.R.D.	APPROVED BY THE PARK CITY PLANNING COMMISSION THIS ____ DAY OF __________, 2012 A.D. BY _______________ CHAIR	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF __________, 2012 A.D. BY _______________ PARK CITY ENGINEER	APPROVED AS TO FORM THIS _____ DAY OF __________, 2012 A.D. BY _______________ PARK CITY ATTORNEY	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF __________, 2012 A.D. BY _______________ PARK CITY RECORDER	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF __________, 2012 A.D. BY _______________ MAYOR	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF ____________________ DATE _______ TIME _____ BOOK _____ PAGE _____ ENTRY NO. _________ FEE _________ RECORDER _______________

Exhibit B – Gleneagles Subdivision

CURVE	DELTA	RADIUS	ARC	CHORD	CHORD BEARING
A	32° 00' 00"	100.00	55.85	55.13	N 33° 00' 00" W
A-1	32° 00' 00"	115.00	64.23	63.40	N 33° 00' 00" W
A-2	32° 00' 00"	85.00	47.47	46.86	N 33° 00' 00" W
B	57° 00' 00"	100.00	99.48	95.43	N 45° 30' 00" W
B-1	57° 00' 00"	85.00	84.56	81.12	N 45° 30' 00" W
B-2	57° 00' 00"	115.00	114.41	109.75	N 45° 30' 00" W
C	34° 00' 00"	100.00	59.34	58.47	N 57° 00' 00" W
C-1	25° 00' 00"	100.00	43.63	43.29	N 27° 30' 00" W
C-2	21° 47' 15"	115.00	43.73	43.47	N 63° 06' 23" W
C-3	12° 47' 15"	115.00	25.67	25.61	N 21° 23' 37" W
C-4	59° 00' 00"	85.00	87.53	83.71	N 44° 30' 00" W
D	37° 00' 00"	150.00	96.87	95.19	N 33° 30' 00" W
D-1	37° 00' 00"	135.00	87.18	85.67	N 33° 30' 00" W
D-2	16° 03' 34"	165.00	46.25	46.10	N 23° 01' 48" W
D-3	20° 56' 24"	165.00	60.30	59.97	N 41° 31' 48" W
E	16° 00' 00"	100.00	27.93	27.84	N 44° 00' 00" W
E-1	54° 45' 00"	100.00	95.56	91.96	N 08° 37' 30" W
E-2	03° 47' 15"	115.00	7.60	7.60	S 50° 06' 23" E
E-3	42° 32' 15"	115.00	85.38	83.43	S 02° 31' 07" E
E-4	25° 13' 28"	85.00	37.42	37.12	N 39° 23' 16" W
E-5	45° 31' 32"	85.00	67.54	65.78	N 04° 00' 46" W
F	28° 15' 00"	134.99	66.51	65.84	N 32° 52' 30" E
F-1	26° 59' 57"	149.89	70.63	69.98	S 32° 14' 59" W
F-2	01° 15' 03"	149.89	3.27	3.27	S 46° 22' 03" W
F-3	28° 15' 00"	119.89	59.11	58.52	N 32° 52' 30" E
G	61° 40' 00"	100.00	107.63	102.51	N 16° 10' 00" E
G-1	61° 40' 00"	85.00	91.48	87.13	N 16° 10' 00" E
G-2	61° 40' 00"	115.00	123.77	117.89	N 16° 10' 00" E
H-1	77° 47' 15"	15.00	20.37	18.84	N 88° 53' 37" E
H-2	77° 47' 15"	15.00	20.37	18.84	S 11° 06' 23" W
I	26° 00' 00"	200.00	90.76	89.98	N 63° 00' 00" E
I-1	26° 00' 00"	212.50	96.43	95.60	N 63° 00' 00" E
I-2	26° 00' 00"	187.50	85.09	84.36	N 63° 00' 00" E
J	123° 30' 00"	100.00	215.55	176.18	N 42° 15' 00" W
J-1	08° 34' 33"	112.50	16.84	16.82	N 80° 17' 17" E
J-2	30° 56' 58"	112.50	60.77	60.03	S 79° 56' 57" E
J-3	13° 19' 51"	112.50	26.18	26.12	S 57° 48' 33" E
J-4	12° 47' 10"	112.50	25.11	25.05	S 44° 45' 02" E
J-5	57° 51' 27"	112.50	113.60	108.84	S 09° 25' 44" E
J-6	123° 30' 00"	87.50	188.61	154.16	S 42° 15' 00" E
K	34° 30' 00"	100.00	60.21	59.31	N 36° 45' 00" E
K-1	34° 30' 00"	87.50	52.69	51.90	N 36° 45' 00" E
K-2	29° 27' 42"	112.50	57.85	57.21	S 34° 13' 51" W
K-3	05° 02' 18"	112.50	9.89	9.89	S 51° 28' 51" W
L-1	77° 47' 15"	15.00	20.37	18.84	N 87° 06' 23" E
L-2	77° 47' 15"	15.00	20.37	18.84	S 15° 06' 23" W

1) The open space is limited common area for use by owners of lots in Gleneagles Subdivision, their invitees and guests.
2) The roads within the Subdivision are private roads and are not dedicated to the public. Except for the grant of access hereon, access over the roads may be controlled by the Park Ridge Association.
3) Maintenance of the roads within the Subdivision remain the responsibility of the Park Ridge Association.
4) The conveyance of a lot in the Subdivision by the owner hereof and subsequent owners constitutes a non-exclusive grant of access over and across Sunny Slopes Drive and Duck Hook Drive and the private road system shown on page 2 of the subdivision plat of Broken Spoke Subdivision as recorded.
5) Steel pins set at all Subdivision corners.
6) Five-foot wide non-exclusive utility and drainage easement along all front and side lot lines.
7) Ten-foot wide non-exclusive utility and drainage easement along all back lot lines.
8) Lot 4 and Lot 5 are subdivided containing a common driveway ingress/egress easement over and across said lots as shown on this plat. The conveyance of the lots by the Owner and future owners thereof shall be together with and subject to the rights of ingress and egress over the common drive.



LEGEND

■ MONUMENT TO BE SET

CERTIFICATE OF SURVEY

I, the undersigned, do hereby certify this plat to be true and correct to the best of my knowledge and belief, representing a survey of a tract of land being part of Section 4, Township 2 South, Range 4 East, Salt Lake Base and Meridian, in Park City, Summit County, Utah, and being more particularly described as follows:

A tract of land located in the Northeast Quarter of Section 4, Township 2 South, Range 4 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point which is North 3585.00 feet and East 4090.00 feet from the Southwest corner of Section 4, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence North 41° 00' West 152.59 feet; thence North 18° 15' East 929.55 feet; thence North 81° 00' East 151.73 feet; thence South 14° 40' East 879.23 feet; thence South 41° 00' West 60.00 feet; thence South 76° 30' West 539.00 feet to the point of beginning. Basis of Bearing between the Southwest corner of Section 4 and the West Quarter corner of said Section is North 00° 17' 50" East. Contains 9.218 acres, more or less.

I further certify that boundary corners have been established as shown, and that there are no easements except as shown hereon.

I further certify that I have subdivided said tract of land into 15 lots, numbered 1 through 15, both inclusive, and 30-foot and 25-foot wide private roads; that there is sufficient information shown hereon to re-establish this survey; and that the same has been surveyed and staked on the ground as shown on this plat.

Certified this 23rd day of May 1983.

James A. West
James A. West
Registered Land Surveyor
License No. 3082-Utah

ACKNOWLEDGEMENT

STATE OF UTAH)
ss:
COUNTY OF SUMMIT)

On the 23rd day of May 1983, personally appeared before me Enoch R. Smith and Victor R. Ayers, who being by me duly sworn, did say that they are Partners of Park Meadows Development Company, a Utah General Partnership, and that the said Owner's Dedication was signed in behalf of said partnership, and said Partners acknowledged to me that said partnership executed the same.

My Commission Expires 8.13.86

Shelley Henrichsen
Notary Public
Residing at: Park City

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, being the owners of the herein described tract of land, have caused the same to be subdivided into private lots, private roads, and limited common areas as shown hereon, to be known as the GLENEAGLES SUBDIVISION.

We further dedicate for the perpetual use of the owners of lots in GLENEAGLES SUBDIVISION, their invitees and guests, all common areas and the private roads within Gleneagles Subdivision known as Sunny Slopes Drive and Duck Hook Drive. An ingress/egress and road maintenance easement over the Private Road System has been and is hereby dedicated for the perpetual use of the members of Park Ridge Association as platted and recorded on page 2 of Broken Spoke Subdivision. We do further dedicate to Park City, the Special Improvement Districts, and the utility companies franchised by Park City, easements over Sunny Slopes Drive and Duck Hook Drive for providing emergency services and for construction, use, operation, maintenance, and eventual replacement of the public sanitary sewers, water lines, storm drains, and other utilities as shown hereon.

IN WITNESS WHEREOF, we have set our signatures this 23rd day of May 1983.

PARK MEADOWS DEVELOPMENT COMPANY by:

Enoch R. Smith - Partner
Victor R. Ayers / Partner

GLENEAGLES SUBDIVISION

LOCATED IN PART OF THE N.E. 1/4, OF SEC. 4, T.2S. R.4E., S.L.B.&M., PARK CITY, SUMMIT COUNTY, UTAH

BENCHMARK

Survey road monument in Park Meadows Drive located 33 feet West of the Southwest Corner of Lot 1, Park Meadows Subdivision No. 6A, as recorded; said monument is 923 feet South and 1198 feet East of the Subdivision point of beginning.

ELEVATION: 6712.00

CITY COUNCIL APPROVAL

PRESENTED TO THE BOARD OF Park City CITY COUNCIL THIS 22nd DAY OF June A.D. 1983 AT WHICH TIME THIS RECORD OF SURVEY WAS APPROVED

CITY CLERK

MAYOR

CITY ENGINEER

APPROVED AND ACCEPTED BY THE PARK CITY CITY ENGINEERING DEPARTMENT ON THIS 20TH DAY OF JUNE A.D. 1983

Eric W. DeHaan, P.E.
CITY ENGINEER

CITY PLANNING COMMISSION

APPROVED AND ACCEPTED BY THE CITY PLANNING COMMISSION ON THIS ____ DAY OF June A.D. 1983

CHAIRMAN

APPROVAL AS TO FORM

APPROVED AS TO FORM ON THIS 23 DAY OF June A.D. 1983

Thomas E. Clyde
CITY ATTORNEY

RECORDED

№ 203423 recorded: 8-11-83 at: 2:30

STATE OF Utah

COUNTY OF Summit

RECORDED AND FILED AT THE REQUEST OF: Associated Title Company

$22.50
FEES

Alan Spriggs
COUNTY RECORDER

J.J.Johnson & Associates

Park Meadows Plaza,
Highway 248
Park City, Utah 84060

(801) 649-9811

GLENEAGLES


Vicinity Map
Exhibit C – Vicinity Map/Aerial Photograph
N
Sunny Slopes Dr
2395
2455
2460
2495
2520
2525
2570
2555
Duck Hook Dr
0
70
140
210
280
Feet
Legend
Parcels
Streets

Exhibit D – Existing Conditions Map

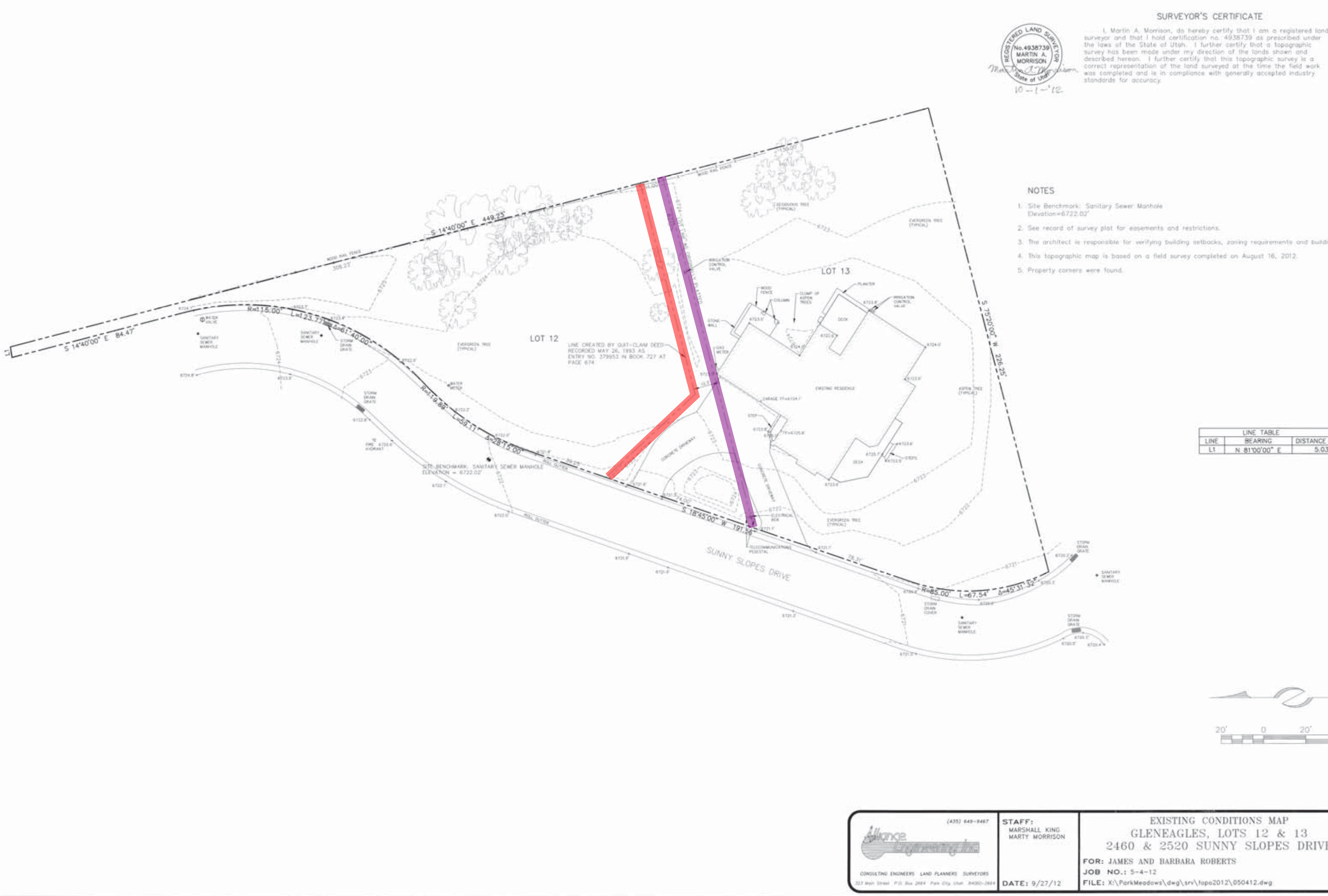
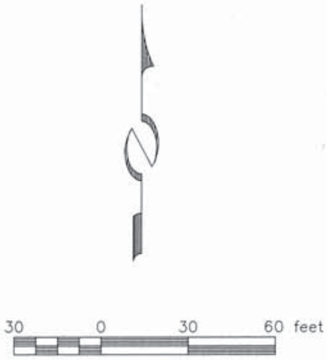


Exhibit E – Survey S-1780 filed with the County.



SURVEYOR'S CERTIFICATE

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 163931, as prescribed by the laws of the State of Utah, and that a survey of the following described property was performed under my direction.

John Demkowicz 7-22-94
John Demkowicz Date

LEGAL DESCRIPTIONS

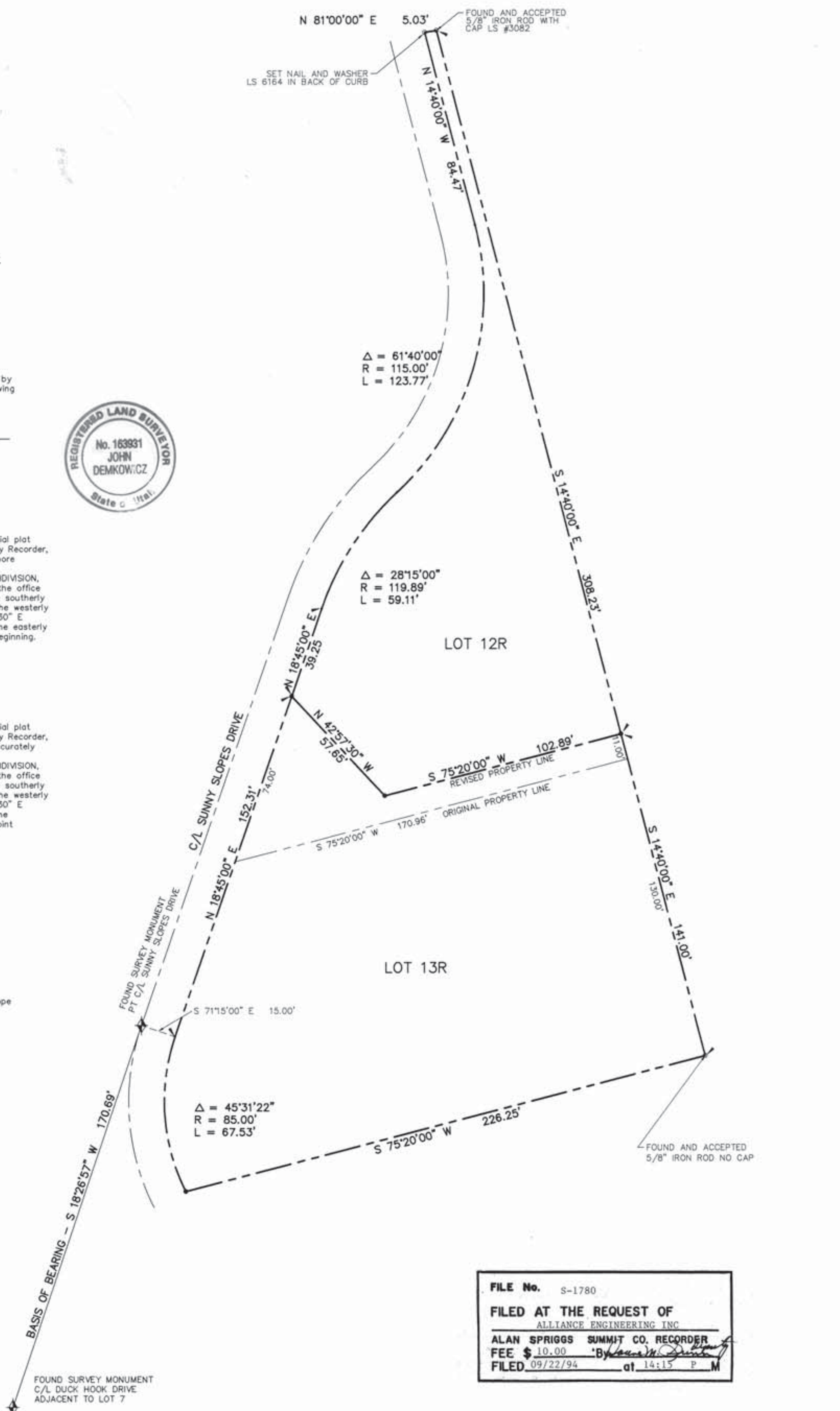
LOT 12R GLENEAGLES SUBDIVISION

All of LOT 12, GLENEAGLES SUBDIVISION, according to the official plat thereof on file and of record in the office of the Sumit County Recorder, excepting therefrom a portion of LOT 12 of said subdivision, more accurately described as follows.
Beginning at the southeast corner of LOT 12, GLENEAGLES SUBDIVISION, according to the official plat thereof on file and of record in the office of the Summit County Recorder; and running thence along the southerly line of said Lot 12 S 75°20'00" W 170.96 feet; thence along the westerly line of said Lot 12 N 18°45'00" E 74.00 feet; thence S 42°57'30" E 57.65 feet; thence N 75°20'00" E 102.89 feet; thence along the easterly line of said Lot 12 S 14°40'00" E 11.00 feet to the point of beginning.

All of LOT 13, GLENEAGLES SUBDIVISION, according to the official plat thereof on file and of record in the office of the Sumit County Recorder, together with a portion of LOT 12 of said subdivision, more accurately described as follows.
Beginning at the southeast corner of LOT 12, GLENEAGLES SUBDIVISION, according to the official plat thereof on file and of record in the office of the Summit County Recorder; and running thence along the southerly line of said Lot 12 S 75°20'00" W 170.96 feet; thence along the westerly line of said Lot 12 N 18°45'00" E 74.00 feet; thence S 42°57'30" E 57.65 feet; thence N 75°20'00" E 102.89 feet; thence along the easterly line of said Lot 12 S 14°40'00" E 11.00 feet to the point of beginning.

NARRATIVE

1. Basis of survey: Found Survey Monuments as shown.
2. Date of survey: 7-14-94
3. Property corners were set or found as shown.
4. Located in Section 4, T2S, R4E, SLB&M.
5. Improvements on the property were not within the scope of this survey.
6. Purpose of survey: Lot Line Adjustment
7. • Denotes set iron rod with cap LS 6164.



FILE No. S-1780
FILED AT THE REQUEST OF ALLIANCE ENGINEERING INC
ALAN SPRIGGS SUMMIT CO. RECORDER
FEE $ 10.00 By
FILED 09/22/94 at 14:15 P M

801-649-9467 Alliance Engineering Inc CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060	REVISED: Y:\GE\GEP	STAFF: D. CONSTABLE B. ALSBERG S. PORTER DATE: 7-15-94	PAGE 1 OF 1	GLEN EAGLE SUBDIVISION LOTS 12 AND 13 FOR: RICHARD KENNEDY JOB NO.: 8-04-93 FILE: Y:\SRV\GE\080493

S-1780

PARK CITY
1884

Approved 5/17/93 administratively per REL.
(date) RER.

Denied ______
(date)

Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060
(801) 645-5021

Application # 93044

Receipt # N/A - No FEES

SUBDIVISION

APPLICATION FOR: Relocate lot lines lots 12+13 Gleneagles

PROJECT INFORMATION

Name: Roberts Residence Addition

Address or Location: 2520 Sunny Slopes Dr
Lots # 12 + 13 Gleneagles Subdivision

Legal Description: ______

APPLICANT (check one)

( ) Owner ( ) Optionee ( ) Buyer (X) Agent ( ) Other

Name: Richard Kennedy

Mailing Address: PO Box 2715
Park City, Ut

Telephone Number: 649-4038 or 640-0219

OWNER(S) OF RECORD

Name: Jim and Barbara Roberts

Mailing Address: 4064 Chevy Chase Dr.
La Canada - Flintridge Ca 91011

Telephone Number: 818-790-4629

* * * * * * * * * * * * * * * * * * DO NOT WRITE BELOW THIS LINE * * * * * * * * * * * * * * * * * *

Application Accepted: SR (initials)
Project Planner: ______ (name)
Complete Checklist: ______ (initials)

Additional Information Requested:

RECEIVED
MAY 12 1993
PARK CITY
PLANNING DEPT.

ACKNOWLEDGEMENT OF RESPONSIBILITY

This is to certify that I am making application for the described action by the City and that I am responsible for complying with all City requirements with regard to this request. This application should be processed in my name and I am the party who the City should contact regarding any matter pertaining to this application.

I have read and understood the instructions supplied by Park City for processing this application.

The documents and/or information I have submitted are true and correct to the best of my knowledge.

I will keep myself informed of the deadlines for submission of material and of the progress of this application.

I further understand that additional fees may be charged for the City's review of the proposal. Any additional analysis required would be processed through the City's consultants with an estimate of time/expense provided prior to an authorization to proceed with the study.

Signature of Applicant: Richard Kennedy Date: 5/12/93

Name of Applicant: Richard Kennedy
(please print or type)

Mailing Address: PO Box 2715
Park City, UT. 84060

Telephone Number: 649-4038

Type of Application:

AFFIRMATION OF SUFFICIENT INTEREST

I hereby affirm that I am the fee title owner of the below described property or that I have written authorization from the owner to pursue the described action.

Name of applicant: Richard Kennedy BARBARA ROBERTS
(please print or type)

Mailing Address: PO Box 2715 4064 CHEVY CHASE
Park City, UT. 84060 FLINTRIDGE CA 91011

Street address/legal description of subject property: 2520 Sunny Slopes Dr
Lots # 12 + 13 Gleneagles Sub.

Signature: Richard Kennedy Date: 5/12/93
Barbara Roberts - OWNER

If you are not the fee owner, attach another copy of this form which has been completed by the fee owner or a copy of your authorization to pursue this action.

If a corporation is fee title holder, attach copy of the resolution of the Board of Directors authorizing this action.

If a joint venture or partnership is the fee owner, attach a copy of agreement authorizing this action on behalf of the joint venture or partnership.

THIS AFFIRMATION IS NOT SUBMITTED IN LIEU OF SUFFICIENT TITLE EVIDENCE. YOU WILL BE REQUIRED TO SUBMIT A TITLE OPINION, CERTIFICATE OF TITLE, OR TITLE INSURANCE POLICY SHOWING YOUR INTEREST IN THE PROPERTY PRIOR TO FINAL ACTION.

GLENEAGLES HOMEOWNERS ASSOC.

May 13, 1993

To: Park City Planning Commision

Re: Relocation of lot lines on lots #12 and #13

We have reviewed the plans and revisions to property lines on the Roberts residence, located on lots #12 and #13 in the Gleneagle subdivision. The association approves of the new lot lines and of the reduced size of lot #12.

Thank You,

JW SHINN
VP GHOA

RECEIVED
MAY 13 1993
PARK CITY
PLANNING DEPT.

PARK CITY PLANNING DEPARTMENT
MEMORANDUM

TO: RICK LEWIS COMMUNITY DEVELOPMENT DIRECTOR
FROM: SUSAN LYKES, PLANNER II SRL
DATE: 7 JUNE 1993
RE: GLENEAGLES LOT LINE ADJUSTMENT

As you know, Richard Kennedy has requested that the city approve a lot line adjustment for two lots in the Gleneagles subdivision. You verbally approved this lot line adjustment several weeks ago. Mr. Kennedy has recorded a deed with the County Recorder and we have issued the building permit in question. I wanted to ask for your written approval for the file; based upon the following findings, consistent with city policy on lot line adjustments, I would recommend approval of the lot line adjustment.

1. The lot line adjustment does not result in an increase in the number of lots or parcels; and

2. The lot line adjustment does not create unbuildable or substandard lots or parcels; and

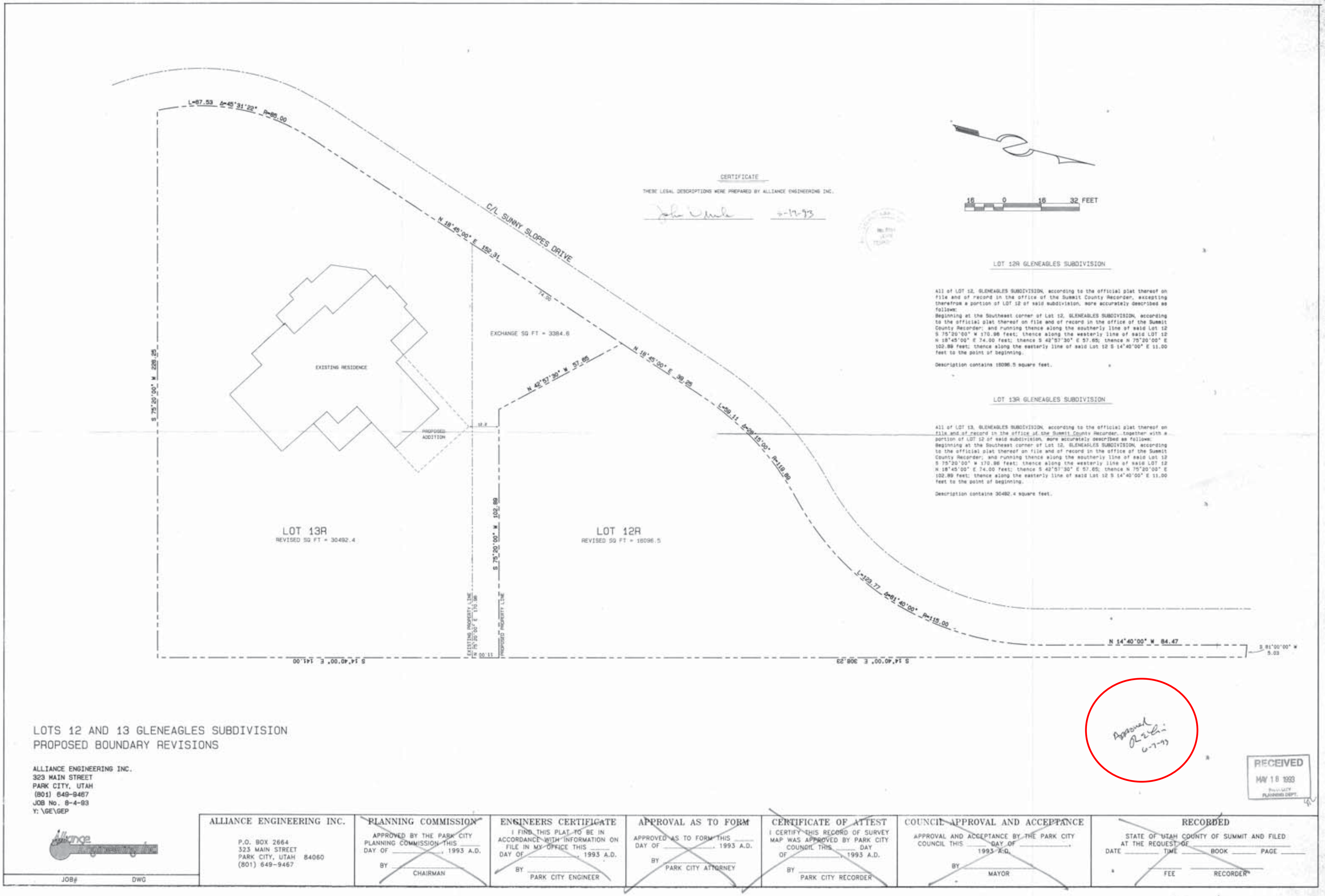
3. The lot line adjustment does not create an increase in parking demand; and

4. The lot line adjustment does not create protection strips abutting city streets; and

5. The lot line adjustment will not create an adverse impact on adjacent property owners and any boundary disputes pertaining to the property have been resolved.

Approved
RE Lewis
6/7/93

Exhibit H – Community Director's Approval Plan



City Council
Staff Report

Subject:	**Red Stag Lodge Amended Condominium Plat**
Author:	**Francisco Astorga**
Project Number:	**PL-12-01657**
Date:	**December 12, 2012**
Type of Item:	**Administrative – Condominium Record of Survey Amendment**

PARK CITY 1884
PLANNING DEPARTMENT

Summary Recommendations
Staff recommends the City Council hold a public hearing and consider approving the Red Stag Lodge Amended Condominium Plat based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Description

Applicant:	Mark Thurn and Paul Kelley, Unit 501; Joshua Grim, Unit 502; and Paul Kelley. Home Owners Association (HOA) represented by Adam Huff of Epic Engineering
Location:	2550 Deer Valley Drive East, Unit 501 & 502
Zoning:	Residential Development (RD) as part of the Deer Valley Master Planned Development (MPD)
Adjacent Land Uses:	Condominiums, Deer Valley resort parking, open space
Reason for Review:	Planning Commission review and recommendation to City Council

Proposal
This is a condominium record of survey amendment request to convert existing common area attic space into private area for Unit 501 and Unit 502 for an additional bedroom and bathroom in each unit.

Purpose
The purpose of the Residential Development (RD) District is to:

A. allow a variety of Residential Uses that are Compatible with the City's Development objectives, design standards, and growth capabilities,
B. encourage the clustering of residential units to preserve natural Open Space, minimize Site disturbance and impacts of Development, and minimize the cost of municipal services,
C. allow commercial and recreational activities that are in harmony with residential neighborhoods,
D. minimize impacts of the automobile on architectural design,
E. promote pedestrian connections within Developments and between adjacent Areas; and

F. provide opportunities for variation in architectural design and housing types.

<u>Background</u>
The Red Stag Lodge Condos are located at 2550 Deer Valley Drive East within the Deer Valley Resort MPD. In March 2000, the Planning Commission approved a Conditional Use Permit/Master Planned Development (CUP/MPD) for Comstock II, which is now the Red Stag Lodge. Concurrent with the CUP approval was an amendment to the Deer Valley Master Plan to transfer density to the project. In March 2005 the City approved an administrative CUP for a private residence club. In January 2007 the Planning Commission approved an amendment to the original CUP to reflect the changes to unit size. The Red Stag Lodge Condominium Plat was approved by the City Council in January 2007 and recorded at Summit County in April 2007.

The Red Stag Lodge Condominium Plat consists of eleven (11) residential condominium units of different sizes raging from 1,014 to 1,500 square feet and four (4) support commercial units that can only be used as meetings rooms, and support commercial. The project also includes seventeen (17) parking spaces located on the parking garage level. There is one (1) access driveway from the garage to Deer Valley Drive East containing an internal turn-around circulation. See Exhibit B Red Stag Lodge Condominium Plat.

The four (4) support commercial units totaling 1,887 square feet have been built. Per the Deer Valley MPD, no retail commercial spaced is allocated to this site. The commercial spaces are utilized as <u>support commercial and meeting space</u> including: two (2) meeting rooms, an office, a laundry room, a maintenance room, and a small prep kitchen and serving area attached to a meeting room. Under LMC § 15-6-8 (C) and (D), support commercial and meeting space is allowed at 5% of the gross floor area for both uses.

The property is subject to the requirements and restrictions of the Deer Valley Resort 11^{th} Amended and Restated Large Scale MPD. The large scale MPD allows up to 8.5 unit equivalents (UEs) for this development. At 2,000 square feet per residential UE, the total allowable square footage is 17,000. The Deer Valley MPD also indicates up to 11 residential units to be developed at this development.

On September 28, 2012 the City received a completed application for an Amendment to Record of Survey request to amend the existing Red Stag Lodge Condominium Plat. This request converts the attic space above Unit 501 and 502 from common to private space. The proposed addition to Unit 501 is 458 square feet. The proposed addition to Unit 502 is 624 square feet. The respective conversions are tentative lofts consisting of an additional bedroom and a bathroom directly above each unit.

According to a letter submitted by the HOA in September 2012, the Red Stag Lodge HOA voted to approve this plat amendment request and subsequent building permits. The only exterior changes proposed are the addition of two (2) windows on the south side of the existing structure.

The Planning Commission reviewed this application during their November 28, 2012 meeting. The Commission forwarded a positive recommendation. The positive recommendation was based on a unanimous vote.

Analysis

The proposed amendment is consistent with the purpose statements of the district in that the use as residential condominiums is unchanged, the additional floor area is proposed within the existing structure minimizing site disturbance, preserving the existing natural open space, and minimizing impacts of development. The additional floor area exists as attic space and the only exterior change consists of the addition of two (2) windows on the south side of the building.

Unit 501 would increase by 458 square feet from 1,500 square feet to a total of 1,958 square feet. Unit 502 would increase by 624 square feet from 1,196 square feet to a total of 1,820 square feet. The total proposed increase in residential floor area equates 1,082 square feet or 0.54 UE. There are currently 15,847 residential square feet or 7.92 UEs on site. The current proposal equates to a grand total of 16,929 square feet or 8.46 UEs. The current Deer Valley MPD allows 8.5 UEs (17,000 square feet) for the Red Stag Lodge. The proposed increases in private space are allowed under the existing approved MPD (Exhibit E).

As the building contains 27,679 square feet of gross floor area, meeting space and support commercial per LMC § 15-6-8(C) & (D) may be 5% of the gross floor area. 5% of the gross floor area is 1,384 square feet. Support commercial and meeting space are each limited to 1,384 square feet. The total support commercial space (C-1 and C-3) is 1,389 square feet. The meeting space (C-2 and C-4) is 498 square feet.

When the original plat was approved in 2007 commercial Unit C-3 was identified as encompassing 694 square feet. The subsequent plat indicated 721 square feet for C-3. Staff found the 27 square foot change to be *de minimus* and the excess of 5 square feet does not increase parking requirements although it exceeds five percent (5%) support commercial allowed in the building.

All construction is proposed within the existing building envelope. See table below:

	Permitted	Existing
Height	35’+5’ for pitched roof	35’+5’ for pitched roof
Front setback	20’	20’
Rear setback	15’	>180’
Side setbacks	12’	12’
Parking	17	17

According to the approved Comstock II MPD, the Planning Commission reduced the parking requirement for the eleven (11) residential units from twenty-two (22) to seventeen (17) parking spaces due to the second-home, seasonal nature of the condominium project. This reduction was granted in consideration of the following factors:

I. *Probable number of cars owned or required by occupants.*
II. *Varying time periods of uses, whenever joint use of common parking area is proposed.*
III. *Nature of occupancy will not change.*

Process
Prior to issuance of any building permits for the modification to the condominium units, the applicant will have to submit a Building Permit application. The approval of this plat amendment application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC 1-18.

Department Review
This project has gone through an interdepartmental review. No additional issues were raised.

Notice
The property was posted and notice was mailed to property owners within 300 feet. Legal notice was published in the Park Record.

Public Input
Staff has not received any public input regarding this amended condominium plat.

Alternatives
- The City Council may approve the Red Stag Lodge Amended Condominium Plat as conditioned or amended; or
- The City Council may deny the Red Stag Lodge Amended Condominium Plat and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on Red Stag Lodge Amended Condominium Plat.
- The City Council may remand the item back to the Planning Commission for specific discussion on topics and/or findings.

Significant Impacts
There are no significant fiscal or environmental impacts from this application.

Consequences of not taking the Suggested Recommendation
The units and attics would remain as is and no construction could take place within the common area.

Recommendation
Staff recommends the City Council hold a public hearing and consider approving the Red Stag Lodge Amended Condominium Plat based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Exhibits
Exhibit A – Draft Ordinance with Proposed Plat
Exhibit B – Deer Valley MPD Density Table
Exhibit C – Vicinity Map/Aerial Photograph
Exhibit D – Site Photograph (side elevation)
Exhibit E – HOA Letter

Exhibit A – Draft Ordinance with Proposed Plat

Ordinance 12-__

AN ORDINANCE APPROVING THE RED STAG LODGE AMENDED CONDOMINIUM PLAT LOCATED AT 2550 DEER VALLEY DRIVE EAST, PARK CITY, UTAH.

WHEREAS, the owners of the property known as the Red Stag Lodge Condominiums, located within the Deer Valley Resort Eleventh (11^{TH}) Amended and Restated Large Scale Master Planned Development, have petitioned the City Council for approval of amendments to convert to private area the common attic area above Unit 501 and 502; 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 November 28, 2012, to receive input on the proposed amendments to the record of survey plat;

WHEREAS, the Planning Commission forwarded a recommendation to the City Council; and,

WHEREAS, on December 13, 2012, the City Council held a public hearing on the proposed amendments to the record of survey plat; and

WHEREAS, it is in the best interest of Park City, Utah and consistent with the Deer Valley Resort 11th Amended and Restated Master Planned Development to approve the proposed amendments to the Red Stag Lodge Condominiums 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 Red Stag Lodge Amended Condominium Plat as shown in Attachment 1 is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The site is located at 2550 Deer Valley Drive East.
2. The site is located within the Residential District (RD) District within the Deer Valley Large-Scale Master Planned Development (MPD).
3. The Red Stag Lodge (previously Comstock II) MPD/CUP was approved on March 22, 2000.
4. In March 2005 the Planning Commission approved an administrative CUP for a private residence club at 2550 Deer Valley Drive East.

5. The Red Stag Lodge Condominium Plat was approved by the City Council in January 2007 and recorded at Summit County in April 2007.
6. The condo consists of eleven (11) residential condominium units of different sizes ranging from 1,014 to 1,500 square feet.
7. The project also includes seventeen (17) parking spaces located on the parking garage level.
8. Within the private residence club, the condominium also has four (4) support commercial units totaling 1887 square feet.
9. The property is subject to the requirements and restrictions of the Deer Valley Resort 11th Amended and Restated Large Scale MPD.
10. The large scale MPD allows up to 8.5 unit equivalents (UEs) for this development. At 2,000 square feet per residential UE, the total allowable square footage is 17,000.
11. The Deer Valley MPD also indicates up to 11 residential units to be developed at this development.
12. This request converts the attic space above Unit 501 and 502, from common into private.
13. The proposed conversions are lofts consisting of an additional bedroom and a bathroom directly above each unit.
14. The additional floor area exists as common space within the attic area and the only exterior change consists to the addition of two (2) windows on the south side of the building.
15. Unit 501 would increase by 458 square feet from 1,500 square feet to a total of 1,958 square feet.
16. Unit 502 would increase by 624 square feet from 1,196 square feet to a total of 1,820 square feet.
17. The total proposed combined increase in residential floor area equates to 1,082 square feet or 0.541 UE.
18. There are currently 15,847 residential square feet or 7.92 UEs on site.
19. The current proposal equates to a grand total of 16,929 square feet or 8.46 UEs.
20. The current Deer Valley MPD allows 8.5 UEs (17,000 square feet) for the Red Stag Lodge.

Conclusions of Law:

1. There is good cause for this Amendment to the Record of Survey.
2. The Record of Survey is consistent with the Park City Land Management Code and applicable State law regarding Condominium Record of Surveys.
3. As conditioned, the record of survey plat is consistent with the Deer Valley Resort MPD, 11th amended and restated.
4. Neither the public nor any person will be materially injured by the proposed record of survey.
5. Approval of the record of survey, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the record of survey for compliance with State law, the Land Management Code, and conditions of approval.
2. The applicant will record the record of survey at the County within one (1) year from the date of City Council approval. If recordation has not occurred within one (1) year's time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. All construction requires a Building Permit and approvals from the Building and Planning Departments. No certificate of occupancy for the addition to Unit 501 and Unit 502 shall be issued until this amendment to the condominium record of survey is recorded.
4. All conditions of approval of the Deer Valley Resort 11th Amended and Restated Large Scale MPD and the Red Stag Lodge Condominiums Plat shall continue to apply.
5. Exhibit B of the Deer Valley Resort Large Scale MPD shall be updated to reflect the use of 8.46 residential UEs during the next revision of the MPD.

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

PASSED AND ADOPTED this ________ day of ________________, 2012.

PARK CITY MUNICIPAL CORPORATION

____
Dana Williams, MAYOR

ATTEST:

____
Jan Scott, City Recorder

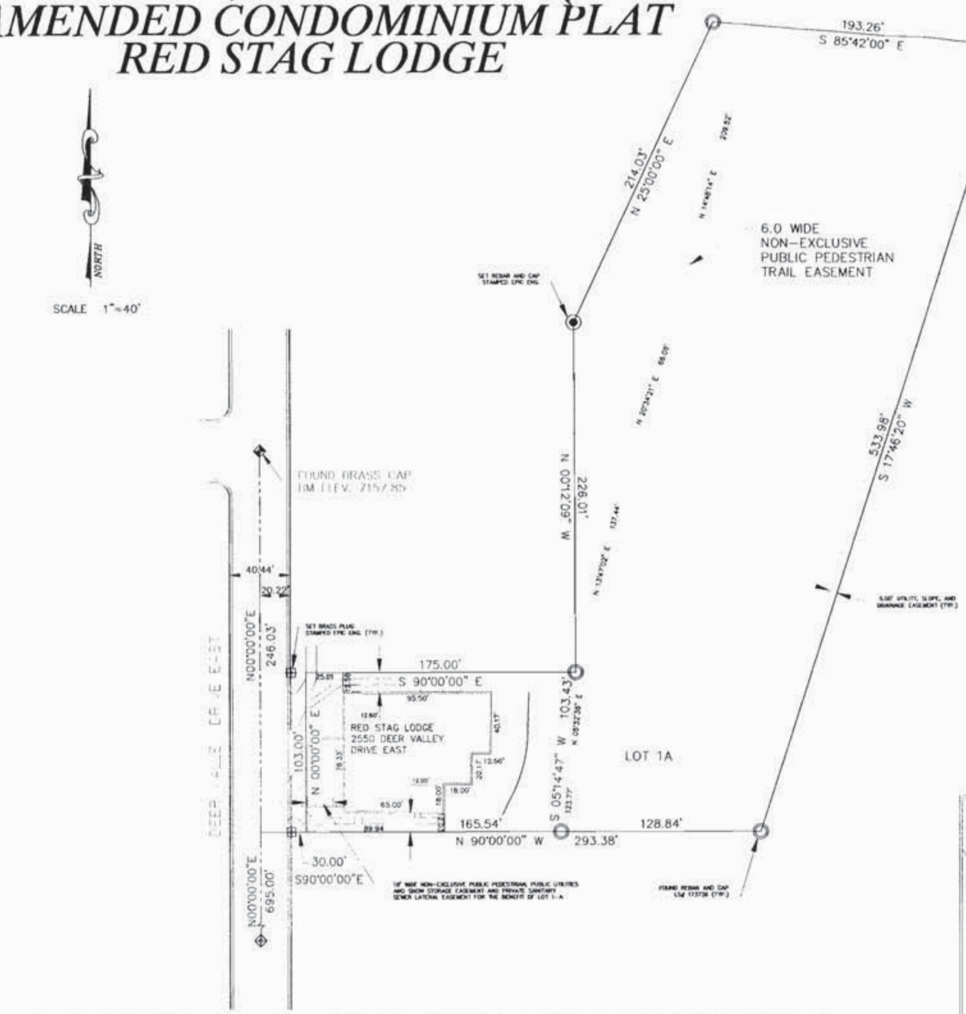
APPROVED AS TO FORM:

____
Mark Harrington, City Attorney

Attachment 1 – Proposed Plat

Attachment 1

AMENDED CONDOMINIUM PLAT
RED STAG LODGE



Notes:

1. All conditions of approval of the Comstock # (Red Stag Lodge) and Deer Valley Master Planned Development shall continue to apply.
2. The 4 Commercial Units can only be used for meeting rooms, and Support Commercial as defined in The Park City Land Management Code with neither use exceeding 1,384 Square Feet.
3. This Condominium Plat relates to real property which is subject to that certain Declaration of Condominium of Red Stag Lodge, recorded simultaneously herewith, and subsequent amendments thereto ("Declaration"). The Declaration sets forth the easements, restrictions and general plan of improvement for the Project as described in this Condominium Plat. Unless the context clearly indicates otherwise, all capitalized terms as used on this Condominium Plat shall have the meaning set forth in the Declaration.
4. Pursuant to the Declaration, the Association is responsible for maintaining certain portions of the Project, including but not limited to the Common Areas and Facilities and Limited Common Areas and Facilities, and the Association shall have a perpetual non exclusive easement over the Property and Project for such maintenance purposes as further described in the Declaration.
5. All common structural elements are designated as Common Areas and Facilities, as described in the Declaration.
6. The Limited Common Areas and Facilities, as depicted on this Condominium Plat, are reserved for the use of certain Owners to the exclusion of other Owners. The use of the Limited Common Areas and Facilities is described in more detail in the Declaration.
7. The square footage's shown on this Condominium Plat are calculated in accordance with the Utah Condominium Act and the Declaration. Such calculation typically differs somewhat from the square footage determined by the architect or others using a different method of determining unit size.
8. The Red Stag Lodge Owners Association shall be responsible for the maintenance and replacement of all sanitary sewer laterals serving the Red Stag Lodge.
9. All Common Areas and Facilities are dedicated as a non exclusive easement to the Park City Municipal Corporation, Snyderville Basin Water Reclamation District, Park City Fire Protection District, Summit County for the purpose of providing access for utility and drainage installation, use, maintenance and eventual replacement.
10. Project Benchmark: brass cap found in Deer Valley Drive East, elevation 7157.85 shown hereon.
11. Units labeled C-1 thru C-4 are Commercial Units.
12. Commercial use is for accessory purposes only and will not increase traffic.

VICINITY MAP
NTS

AMENDED CONDOMINIUM PLAT
RED STAG LODGE

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN

SURVEYOR'S CERTIFICATE

I, TRAVIS E. JENSEN DO HEREBY CERTIFY THAT (i) I AM A REGISTERED LAND SURVEYOR AND HOLD CERTIFICATE NO. 376076 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH; (ii) BY AUTHORITY OF THE OWNER, I HAVE CAUSED TO BE MADE UNDER MY DIRECTION THIS CONDOMINIUM PLAT OF RED STAG LODGE; (iii) THIS CONDOMINIUM PLAT ACCURATELY DEPICTS THE BUILDING AND PROPERTY; AND (iv) THIS CONDOMINIUM PLAT COMPLIES WITH PROVISIONS OF SECTION 57-8-13(1) OF THE UTAH CONDOMINIUM OWNERSHIP ACT.

SIGNED ON THIS ____ DAY OF __________ 2012

PROFESSIONAL LAND SURVEYOR Travis E. Jensen 376076 STATE OF UTAH

____
TRAVIS E. JENSEN, PLS 376076

BOUNDARY DESCRIPTION

ALL OF LOT 1A OF "THE HIGH CHAPARRAL SUBDIVISION" LOCATED IN SECTION 15, TOWNSHIP 2 SOUTH, RANGE 4 EAST, S.L.B.&M. ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND RECORDED AS ENTRY NO. 418923 IN THE SUMMIT COUNTY RECORDERS OFFICE.

OWNERS CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT RED STAG LODGE, LLC, A UTAH LIMITED LIABILITY COMPANY (THE "OWNER") IS THE OWNER OF THE HEREIN DESCRIBED TRACT OF LAND AND CONSENTS TO THE RECORDATION OF THIS CONDOMINIUM PLAT IN ACCORDANCE WITH UTAH CODE ANNOTATED 57-8-13, SUBDIVIDING THE LAND INTO CONDOMINIUM OWNERSHIP, AND CREATING UNITS, COMMON AREAS AND FACILITIES, AND LIMITED COMMON AREAS AND FACILITIES AND EASEMENTS ALL AS SET FORTH HEREIN TO HEREAFTER BE KNOWN AS:

RED STAG LODGE

IN WITNESS WHEREOF, OWNER HAS SIGNED THIS ____ DAY OF ____, 2012

RED STAG LODGE, LLC,
A UTAH LIMITED LIABILITY COMPANY

BY: __________
NAME: __________
ITS: __________

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF __________
ON THIS ____ DAY OF __________, 2012
PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY OF SUMMIT IN SAID STATE OF UTAH, THE SIGNERS OF THE ABOVE OWNERS DEDICATION, WHO DULY ACKNOWLEDGED TO ME THAT THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR THE PURPOSES THEREIN MENTIONED.

____
NOTARY PUBLIC
MY COMMISSION EXPIRES __________

SEP 10 2012

RECORDED

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

DATE TIME BOOK PAGE

FEE $ COUNTY RECORDER

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS
THIS ______ DAY OF __________
20____

____
S.B.W.R.D.

PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION THIS ____ DAY OF __________ 2012 A.D.

BY: __________
CHAIRPERSON

LEGEND

STREET MONUMENT (FOUND)
STREET MONUMENT (NOT FOUND)
SET BRASS PLUG
SET 5/8" REBAR AND CAP
FOUND REBAR AND CAP
COMMON AREAS AND FACILITIES

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS ______ DAY OF __________ A.D. 2012

BY: __________
PARK CITY ATTORNEY

CERTIFICATE OF ATTEST

I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS ____ DAY OF ______ 2012 A.D.

BY: __________
PARK CITY RECORDER

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ______ DAY OF ______ 2012 A.D.

BY: __________
PARK CITY ENGINEER

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS ____ DAY OF ______

BY: __________

epic ENGINEERING

3341 SOUTH 4000 WEST
WEST VALLEY CITY, UTAH 84120
(801) 955-5605

50 EAST 100 SOUTH
HEBER CITY, UTAH 84032
(435) 654-6600

RED STAG LODGE

ALL OF LOT 1A OF THE HIGH CHAPARRAL SUBDIVISION LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 4 EAST, S.L.B.&M.
PARK CITY, SUMMIT COUNTY, UTAH

DESIGNER	CAD
AH	AP
REVIEWED	PROJECT NO
TEJ	06-SM-510
SHEET	
1 of 10	

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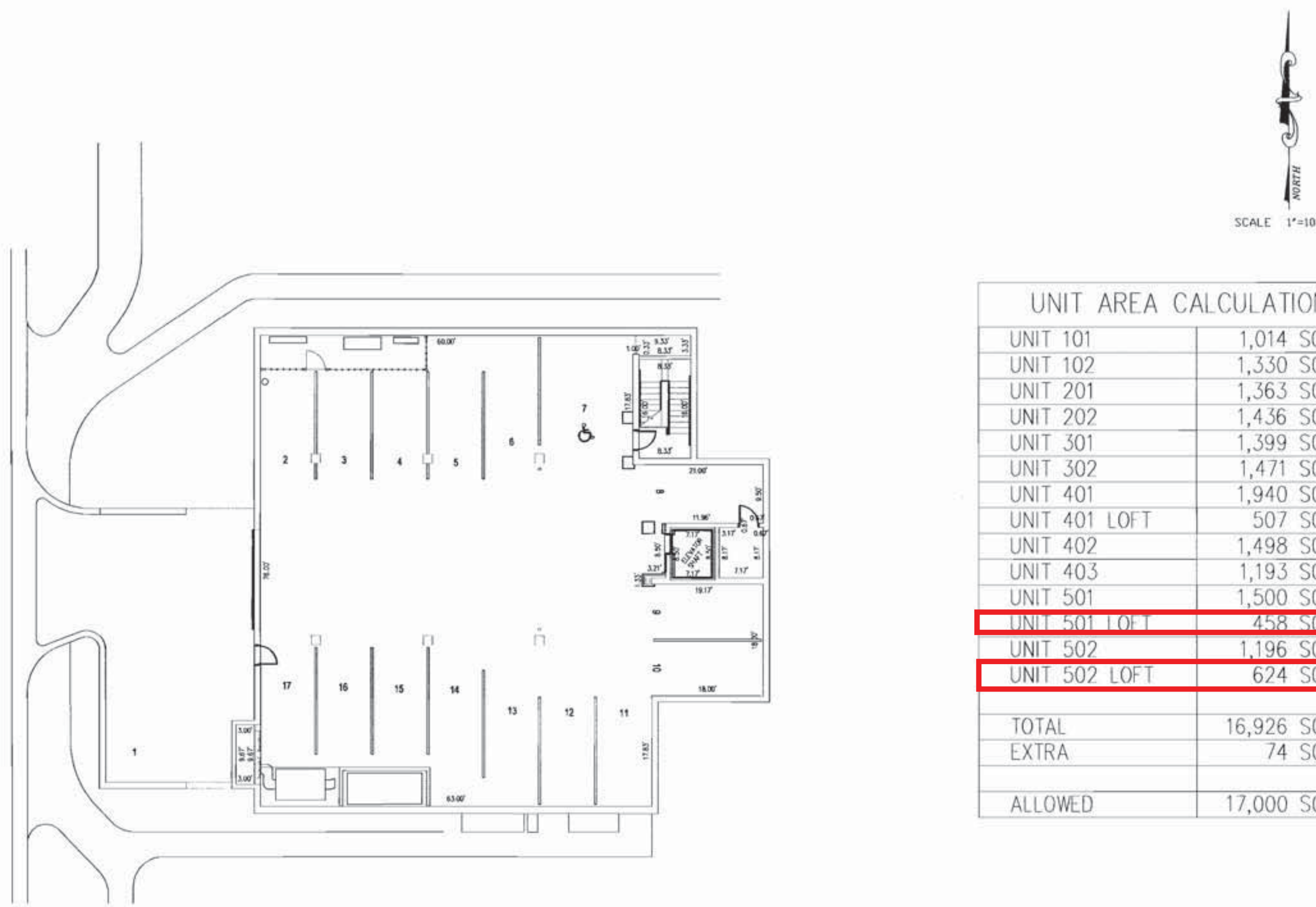


UNIT AREA CALCULATIONS	
UNIT 101	1,014 SQFT
UNIT 102	1,330 SQFT
UNIT 201	1,363 SQFT
UNIT 202	1,436 SQFT
UNIT 301	1,399 SQFT
UNIT 302	1,471 SQFT
UNIT 401	1,940 SQFT
UNIT 401 LOFT	507 SQFT
UNIT 402	1,498 SQFT
UNIT 403	1,193 SQFT
UNIT 501	1,500 SQFT
UNIT 501 LOFT	458 SQFT
UNIT 502	1,196 SQFT
UNIT 502 LOFT	624 SQFT
TOTAL	16,926 SQFT
EXTRA	74 SQFT
ALLOWED	17,000 SQFT

SEP 1 0 2012

LEGEND

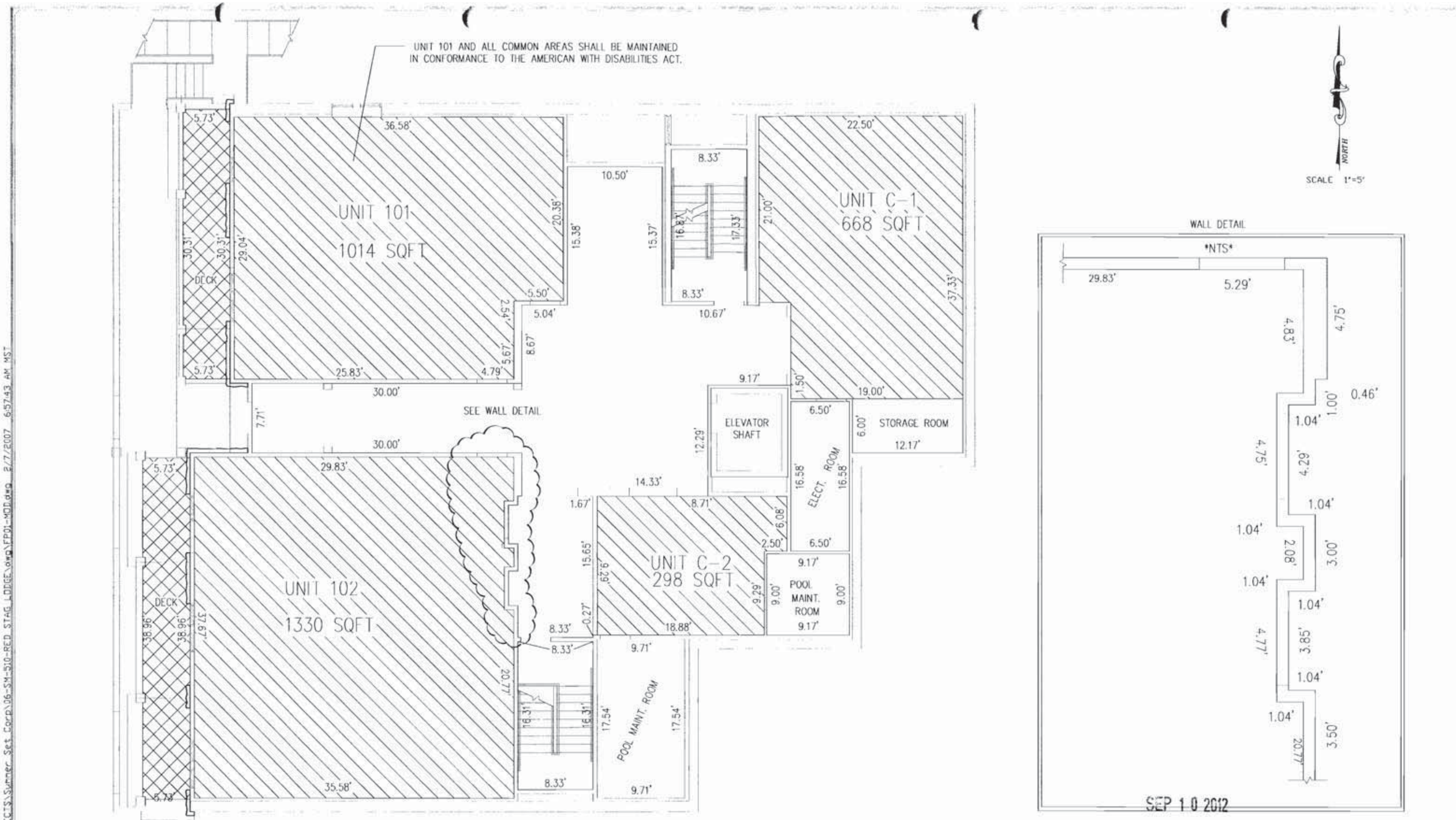
COMMON AREAS AND FACILITIES

epic

RED STAG LODGE

PARKING GARAGE LEVEL

DESIGNER AH | CAD AP | REVIEWED TEJ | PROJECT NO 06-SM-510 | SHEET 2 OF 10



LEGEND

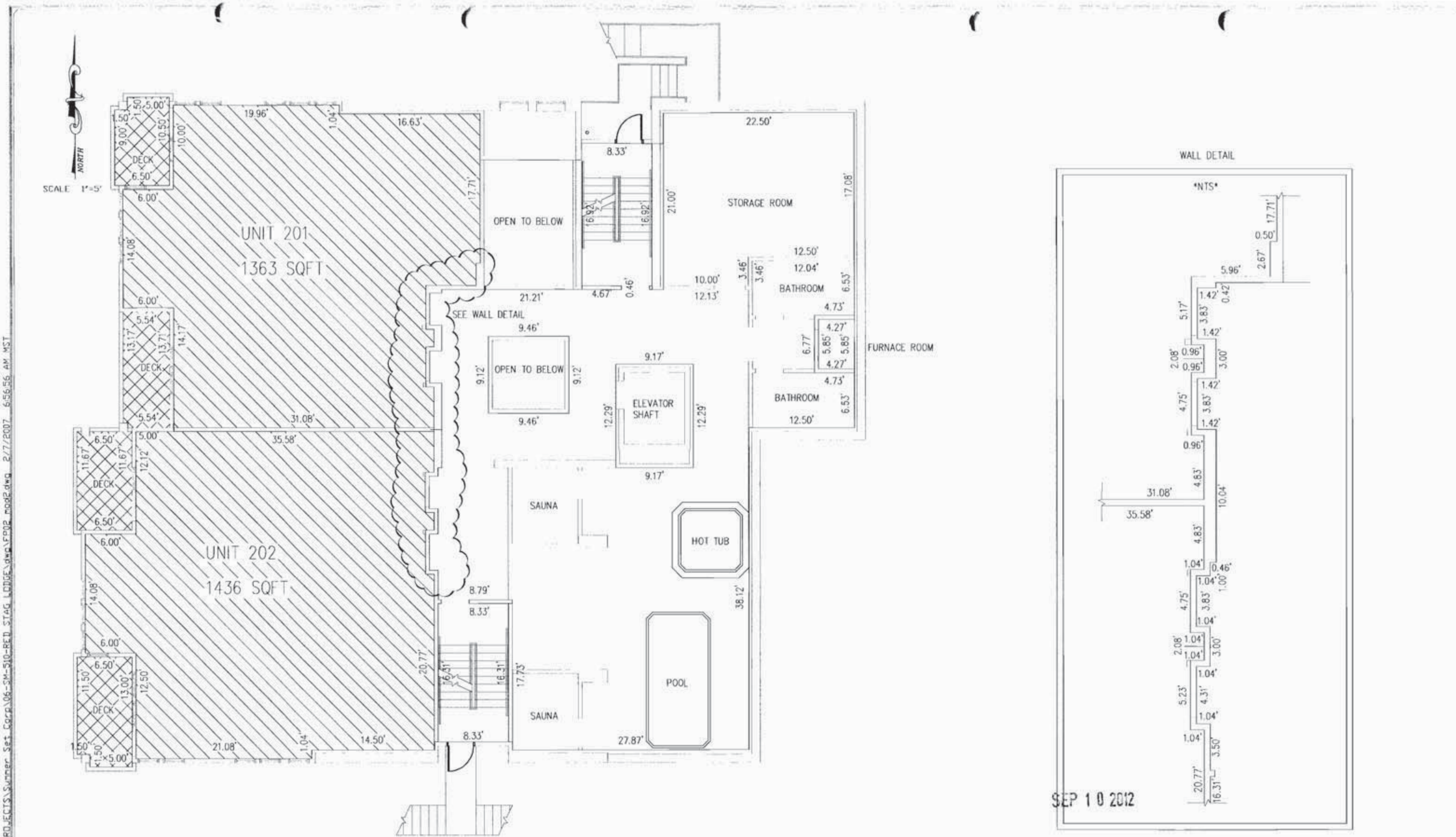
UNIT	LIMITED COMMON AREAS AND FACILITIES
COMMON AREAS AND FACILITIES	

epic ENGINEERING

RED STAG LODGE

FLOOR PLAN LEVEL 1

DESIGNER AH	CAD AP
REVIEWED TEJ	PROJECT NO 06-SM-510
SHEET 3 OF 10	



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LEGEND

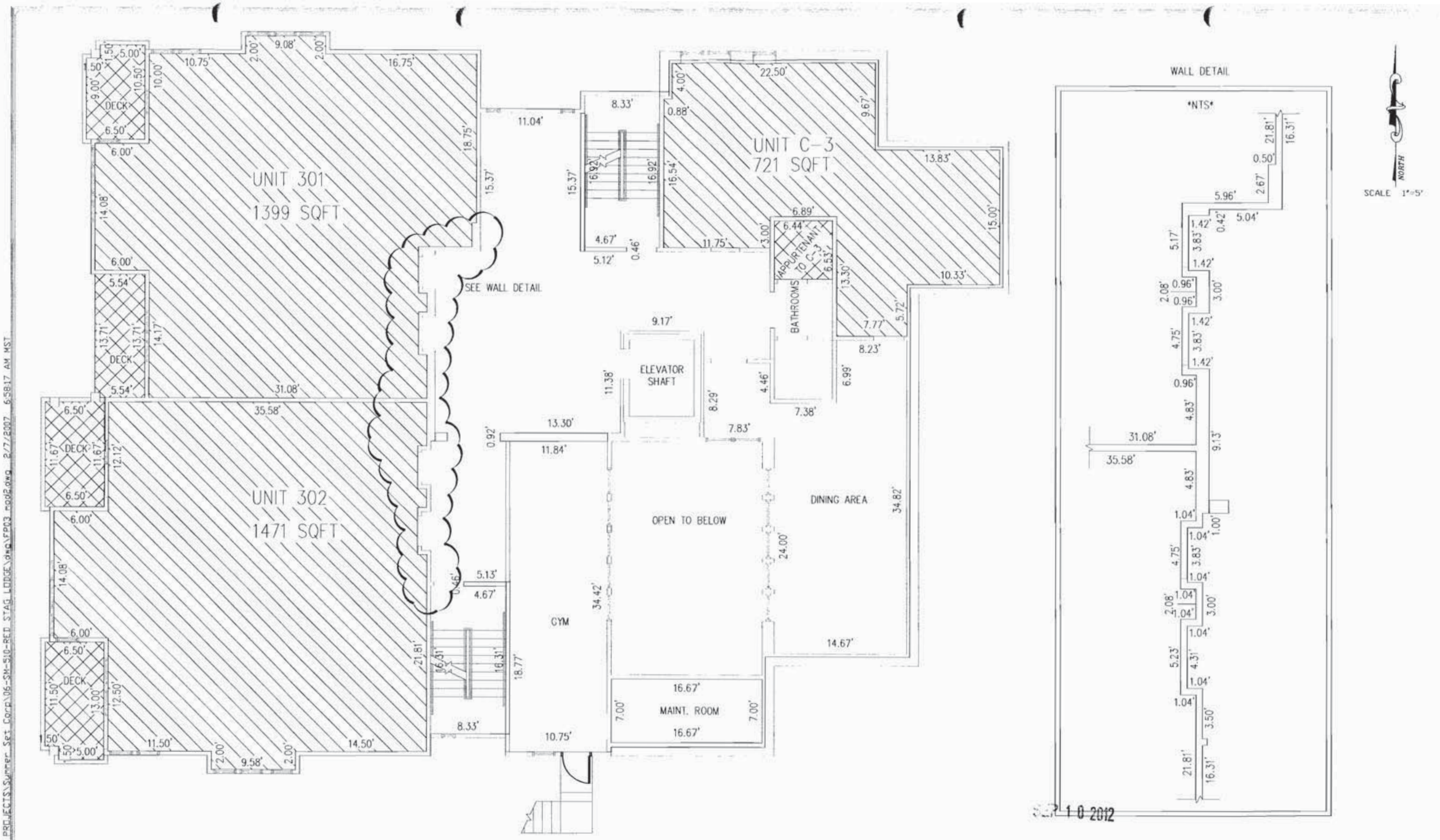
UNIT	LIMITED COMMON AREAS AND FACILITIES
COMMON AREAS AND FACILITIES	

epic engineering

RED STAG LODGE

FLOOR PLAN LEVEL 2

DESIGNER DKJR	CAD JCR
REVIEWED TEJ	PROJECT NO 06-SM-510
SHEET 4 of 10	

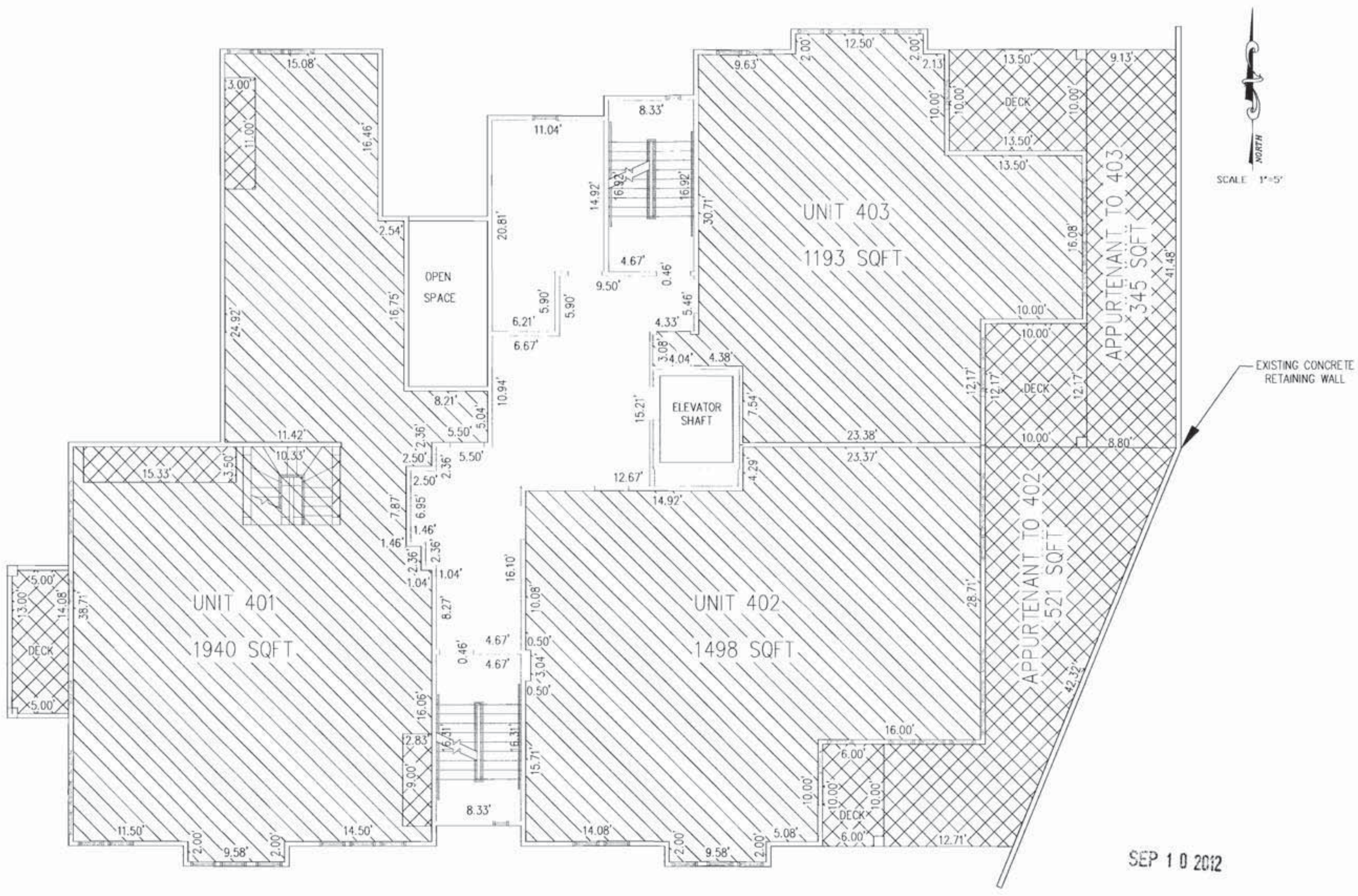


epic

RED STAG LODGE

FLOOR PLAN LEVEL 3

DESIGNER	DKJR	CAD	JCR
REVIEWED	TEJ	PROJECT NO	06-SM-510
SHEET	5 OF 10		



LEGEND

UNIT

LIMITED COMMON AREAS AND FACILITIES

COMMON AREAS AND FACILITIES

epic

RED STAG LODGE

FLOOR PLAN LEVEL 4

DESIGNER DKJR	CAD JCR
REVIEWED TEJ	PROJECT NO 06-SM-510
SHEET 6 OF 10	

LEGEND

UNIT

LIMITED COMMON AREAS AND FACILITIES

COMMON AREAS AND FACILITIES

epic

3341 SOUTH 4000 WEST
WEST VALLEY CITY, UTAH 84120
(801) 955-5605

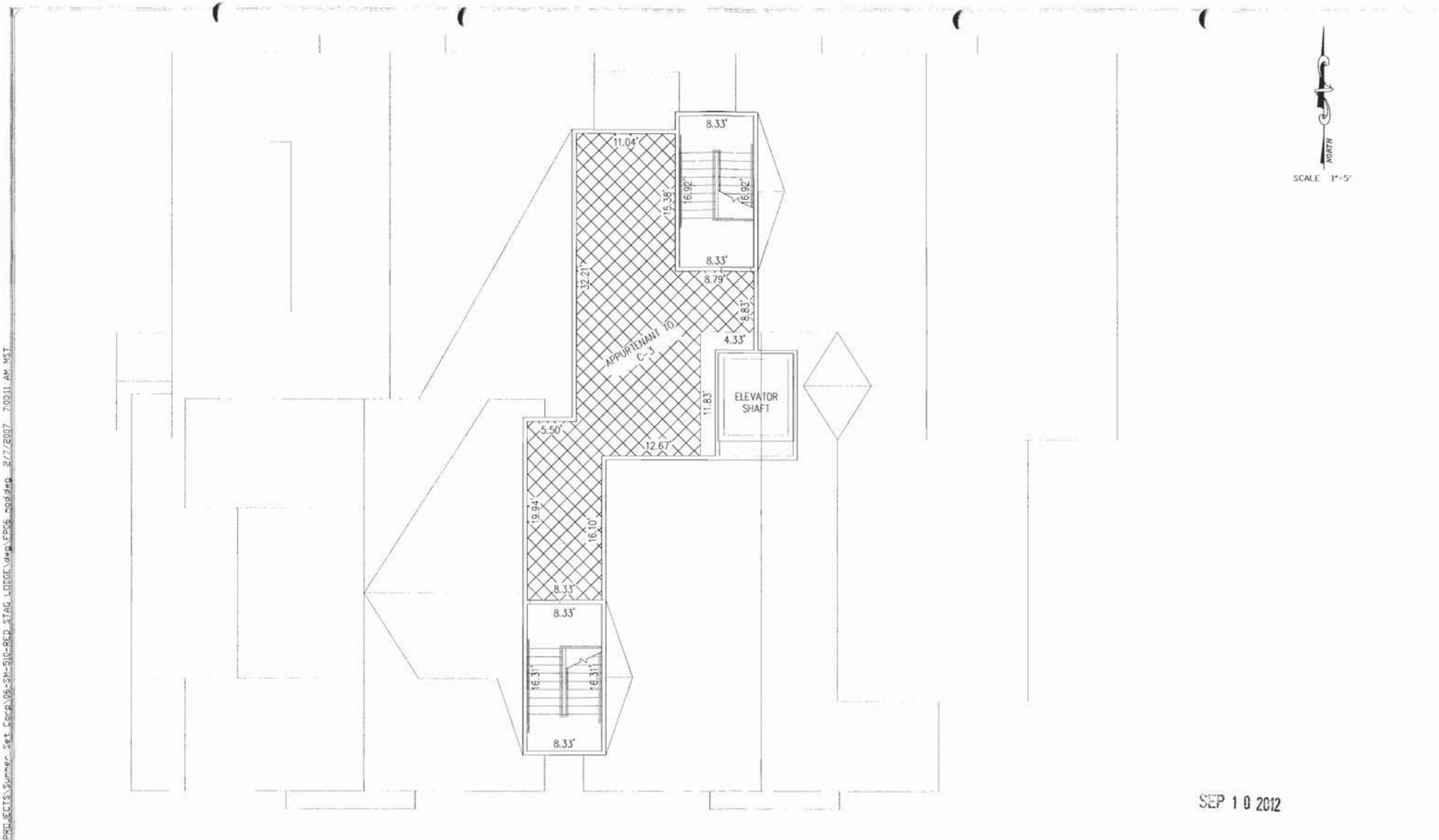
50 EAST 100 SOUTH
HEBER CITY, UTAH 84032
(435) 654-6600

RED STAG LODGE

FLOOR PLAN LEVEL 5

DESIGNER	CAD	
REVIEWED	PROJECT NO	
SHEET 7 OF 10		


UNIT 502 LOFT
624 SQFT
UNIT 501 LOFT
458 SQFT
NORTH
SEP 1 0 2012
LEGEND
epic
3341 SOUTH 4000 WEST
WEST VALLEY CITY, UTAH
50 EAST 100 SOUTH
HEBER CITY, UTAH 84032
(435) 654-6600
RED STAG LODGE
FLOOR PLAN LEVEL 5 LOFT
DESIGNER
CAD
REVIEWED
PROJECT NO
SHEET
8 OF 10



SEP 1 0 2012

LEGEND

COMMON AREAS AND FACILITIES

LIMITED COMMON AREAS AND FACILITIES

epic

RED STAG LODGE

FLOOR PLAN LEVEL 6 (ROOF)

DESIGNER	CAD
DKJR	JCR
REVIEWED	PROJECT NO
TEJ	06-SM-510
SHEET	
9 OF 10	

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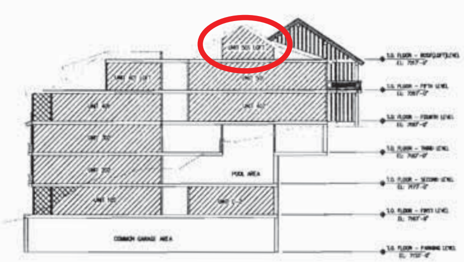
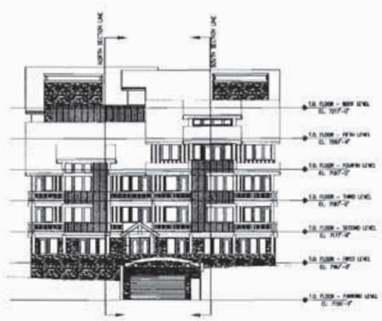
SOUTH SIDE ELEVATION

EAST SIDE ELEVATION

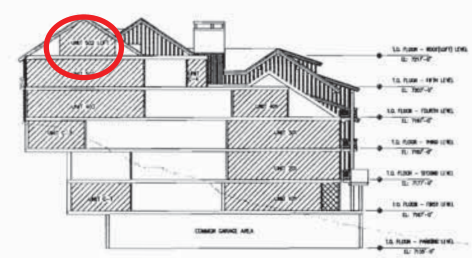
NORTH SIDE ELEVATION



SOUTH SIDE SECTION



WEST SIDE ELEVATION



NORTH SIDE SECTION

SEP 1 0 2012

LEGEND

UNIT

LIMITED COMMON AREAS AND FACILITIES

COMMON AREAS AND FACILITIES

epic ENGINEERING

WEST VALLEY CITY, UTAH 84120

HEBER CITY, UTAH 84032

RED STAG LODGE

ELEVATION AND SECTION VIEWS

DESIGNER	CAD
AH	AP
REVIEWED	PROJECT NO
TEJ	06-SM-510
SHEET	
10 OF 10	

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Exhibit B – Deer Valley MPD Density Table

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

PARCEL NAME	PERMITTED DENSITY (UNITS)	DEVELOPED DENSITY (UNITS)	NOTES	HEIGHT (FEET)	PARCEL SIZE (ACRES)
DEER VALLEY COMMUNITY					
Stonebridge & Boulder Creek Multi-Family	50	54	1	28	10.23
Aspenwood Multi-Family	30	30		28	9.21
Pine Inn & Trails End Multi-Family	40	45	1	35	8.52
In The Trees (South Multi-Family) Multi-Family	14	14		28-45	2.87
Black Diamond Lodge (Snow Park Lodge Multi-Family)	29	27		28-75	5.70
Courcheval Multi-Family	13.5	27	1	35	1.82
Daystar Multi-Family	24	24		28	9.84
Fawngrove Multi-Family	50	50		28	12.05
Chateaux Fawngrove Multi-Family	10.5	11	2	28	Incl
Bristlecone Multi-Family	20	20		28	Incl
Lakeside Multi-Family	60	60		28	6.49
Solamere Single Family (includes Oaks, Royal Oaks & Hidden Oaks)	274	274		28	237.81
Pinnacle Multi-Family	86	86		28	36.80
Comstock Lodge (East Bench Multi-Family)	10.5	21	1	35	3.50
Red Stag Lodge	8.5	11	1	35	Incl
Powder Run Multi-Family	25	33	1	35	3.20
Wildflower (Deer Valley North Lot 1 Multi-Family)	11	14	1	28	1.04
Glenfiddich (Deer Valley North Lot 2 Multi-Family)	12	12		28	1.45
Chapparal (Deer Valley North Lot 3 Multi-Family)	15	20	1	28	1.44
Northeast Multi-Family:					12.65
Lodges @ Deer Valley	73.25	85	3	28-35	
Silver Baron Lodge	42.75	50	12	28-35	
Snow Park Village (Snow Park Hotel & Parking Sites)	209.75	0	4	28-45	14.93
Total Deer Valley Community	1108.75				
AMERICAN FLAG COMMUNITY					
American Flag Single Family	93	93		28	83.04
LaMaconnerie Multi-Family	15	15		28	6.19
Total American Flag Community	108				
NORTH SILVER LAKE COMMUNITY					
Westview Single Family	15	1		28	40.69
Evergreen Single Family	36	36		28	27.60
NSL Homesite Parcel #1	1	1		35	1.90
Belleterre Single Family	10	10		28	11.42
Bellevue Townhomes (NSL Subdivision Lot 1)	24	14	10	28	4.62
Bellemont Townhomes (NSL Subdivision Lots 2A and 2A-1)	18	12	10	28	3.75
NSL Subdivision Lot 2B	54	0		45	5.96
BelleArbor Townhomes (NSL Subdivision Lot 2C)	43	21	10	28-35	8.25
NSL Subdivision Lot 2D Open Space Lot	0	0	5	0	4.03
Total North Silver Lake Community	201				
SILVER LAKE COMMUNITY					
Stag Lodge Multi-Family	50	52	6	28-35	7.34
Cache Multi-Family	12	12		28	1.77
Sterlingwood Multi-Family	18	18		28-35	2.48
Deer Valley Club	20	30	1	28-45	1.53
Double Eagle (SL East Parcel 2 Multi-Family)	18	18		28-35	2.26
Stein Eriksen Lodge Multi-Family	66.75	65	11	28-35	10.86
Little Belle Multi-Family	20	20		28	3.66
Chateaux At Silver Lake Lot 23 Deer Valley Club Estates Subdivision)	65	78	1	28-45	3.24
Sterling Lodge (Lot 2 Silver Lake East Subdivision)	14	14		28-45	0.61
Royal Plaza Multi-Family (Silver Lake Village Lot A)	7.6215	13	1	59 (A)	0.48
Mt. Cervin Plaza Multi-Family (Silver Lake Village Lot B)	7.5	7		59 (A)	0.54
Inn at Silver Lake (Silver Lake Village Lot C)	10	8		59 (A)	0.50
Goldener Hirsch Inn (Silver Lake Village Lot D)	6	20	1	59 (A)	0.35
Mt Cervin Multi-Family (Silver Lake Village Lot E)	16	15		59 (A)	0.53
Silver Lake Village Lot F	11	0		59 (A)	0.35
Silver Lake Village Lot G	11	0		59 (A)	0.38
Silver Lake Village Lot H	12	0		59 (A)	0.44
SL Knoll Condominiums	4	4		35	0.76
Knoll Estates Single Family	21	21		35	9.90
Black Bear Lodge (Lot 22 Deer Valley Club Estates Subdivision)	51	51		35	1.39
Knollheim Single Family	20	5	7	35	1.84
Alpen Rose Single Family	2	2		35	0.66
Silverbird Multi-Family	6	6		35	0.80
Ridge Multi-Family	24	24		35	2.34
Enclave Multi-Family	17	17		28-35	1.79
Twin Pines Multi-Family	8	8		28-35	1.33
Cottages Single Family	11	11		28	7.06

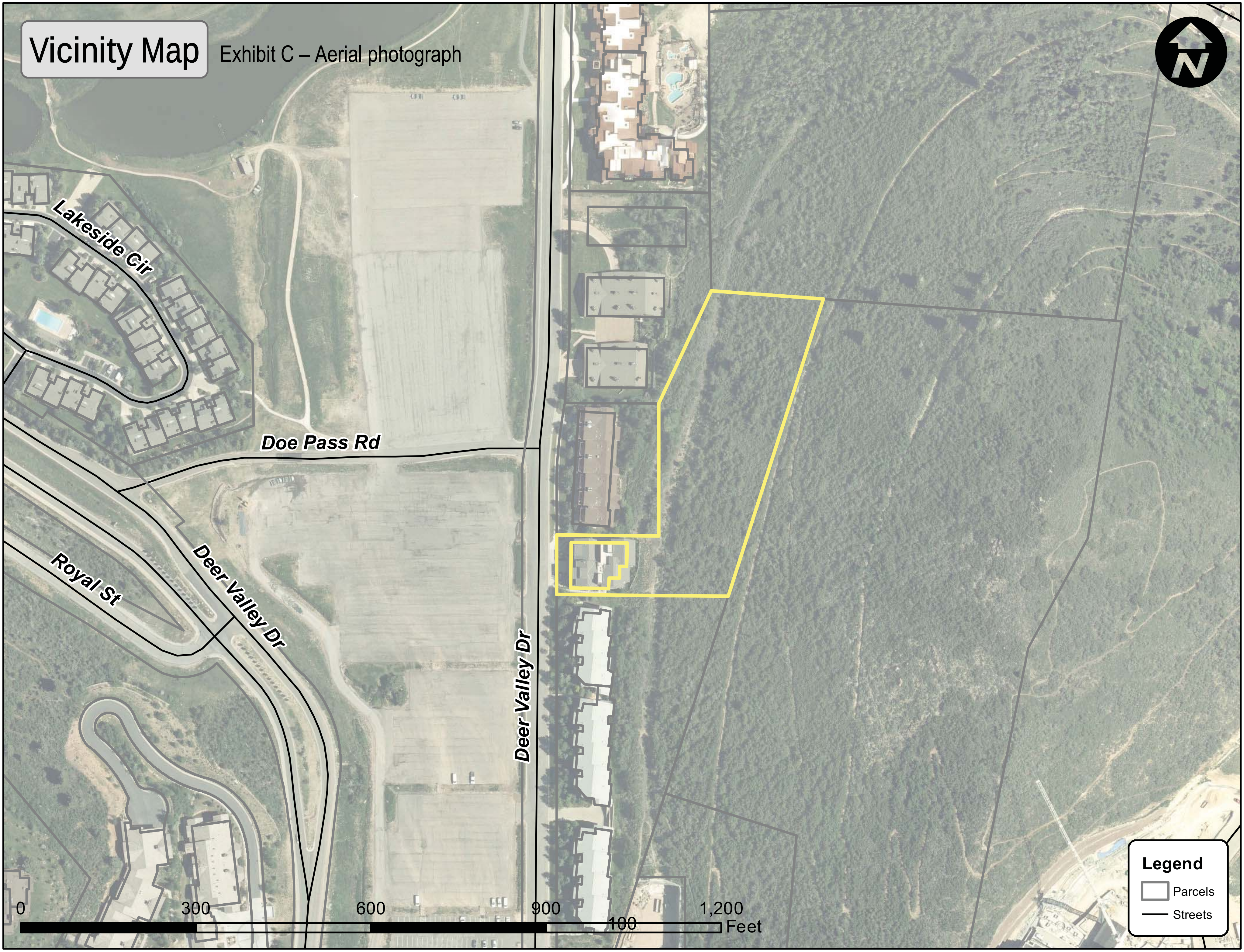

Vicinity Map
Exhibit C – Aerial photograph
Lakeside Cir
Doe Pass Rd
Deer Valley Dr
Royal St
Deer Valley Dr
0
300
600
900
1,200
Feet
100
Legend
Parcels
Streets

Exhibit D – Site Photograph

Exhibit E – HOA Letter

Tuesday September 25, 2012

Park City Planning Department
445 Marsac Ave.
Park City, Utah 84060

SUBJECT: PLAT AMENDMENT FOR RED STAG LODGE UNIT 501 AND 502

The Red Stag Lodge HOA board has reviewed the Plat Amendment changes for Red Stag Lodge units 501 and 502. The HOA approves of the plat amendment with the additional square footage shown for Unit 501 and 502.

A vote occurred with all of the members of the HOA, and more than 2/3rds of the owners approved of the change. The vote met the requirements as set forth in the CCR's.

The existing space was not shown on the original plat since it did not have stairway access. With the construction of stairs to access the space, this can be included as finished square footage for unit 501 and 502. The proposed changes as shown in the Plat Amendment are acceptable.

Please contact me with any questions or concerns.

Respectfully,

Paul Kelley

Paul Kelley
HOA President
Red Stag Lodge
(772) 559-8116

City Council
Staff Report

Subject:	**First Amendment to Fawngrove Condominiums Phase I**
Author:	**Francisco Astorga**
Project Number:	**PL-12-01657**
Date:	**December 13, 2012**
Type of Item:	**Administrative – Condominium Record of Survey Amendment**

PARK CITY 1884
PLANNING DEPARTMENT

Summary Recommendations
Staff recommends the City Council hold a public hearing and consider approving third amendment to the First Amendment to Fawngrove Condominiums Phase I based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Description

Applicant:	Ira Waddey represented by Art Pasker, PGA&W Architects
Location:	1400 Deer Valley Drive North, unit 1
Zoning:	Residential Development (RD) as part of the Deer Valley Master Planned Development (MPD)
Adjacent Land Uses:	Condominiums
Reason for Review:	Planning Commission review and recommendation to City Council

Proposal
The applicant is requesting approval of the Amendment to the Record of Survey to convert a portion of the common area of Unit 1 of the Fawngrove Condominiums into private ownership for the purpose of obtaining a building permit to construct an 8'x16' entry vestibule to the existing condominium unit.

Purpose
The purpose of the Residential Development (RD) District is to:

A. allow a variety of Residential Uses that are Compatible with the City's Development objectives, design standards, and growth capabilities,
B. encourage the clustering of residential units to preserve natural Open Space, minimize Site disturbance and impacts of Development, and minimize the cost of municipal services,
C. allow commercial and recreational activities that are in harmony with residential neighborhoods,
D. minimize impacts of the automobile on architectural design,
E. promote pedestrian connections within Developments and between adjacent Areas; and

F. provide opportunities for variation in architectural design and housing types.

Background

On October 22, 2012 the City received a completed application for an Amendment to Record of Survey request to amend the existing Fawngrove Condominiums Plat Phase I. This request converts the common space adjacent to unit 1 to private to facilitate the construction/addition to an entry vestibule of approximately 128 square feet to the existing condo Unit 1. According to a letter submitted by the Home Owners' Association (HOA) in October 2012, the Fawngrove HOA voted to approve this amendment to the record of survey as requested.

The Fawngrove Condominiums are located at 1400 Deer Valley Drive North within the Deer Valley Resort Large Scale Master Planned Development (MPD). The original project was developed in two (2) phases. The condominium plat was approved by the City Council and recorded at the Summit County Recorder's office in December 1980 and the subject site was platted within that first phase.

The Fawngrove Condominiums consists of sixty-one (61) residential condominium units built in two phases. Phase I consists of Building A, B, and C, containing 30 units ranging from 1,212 to 2,820 square feet in size. Phase I has thirty-three (33) assigned parking spaces located on the lower level of each building and eight (8) parking spaces used as visitor parking.

The development is subject to the requirements and restrictions of the Deer Valley Resort 11th Amended and Restated Large Scale MPD. The large scale MPD simply allows sixty-one (61) units identified as Fawngrove/Chateaux Multi-Family parcel. All sixty-one (61) units have been constructed. The project was not approved under the unit equivalent formula.

The Planning Commission reviewed this application during their November 28, 2012 meeting. The Commission forwarded a positive recommendation. The positive recommendation was based on a unanimous vote.

Analysis

The proposed amendment is consistent with the purpose statements of the district in that the use as residential condominiums are unchanged, the additional floor area is proposed to be minimal as it minimizes site disturbance, preserves the existing natural open space, and limits impacts of development.

Unit 1 would increase in size by approximately 128 square feet from 1,966 square feet to a total of 2,094 square feet. The current Deer Valley MPD allows up to 61 units. The addition does not increase the number of units rather it simply allows the area of Unit 1 to increase by approximately seven percent (7%).

All construction is proposed within the existing building envelope. The minimum front yard within the RD District is twenty (20) feet. The proposed addition is 36.31 feet from the front yard property line. The proposed addition is off an existing shed roof that would meet the maximum height of thirty-three feet (33'). The plat identifies that a parking space has been assigned for the use of Unit 1. LMC § 15-3-6-(A) indicates that a multi-unit dwelling is to have two (2) parking spaces for an apartment/condominium greater than 1,000 square feet and less than 2,500 square feet. The site also contains visitor parking spaces that can be counted towards the additional parking space needed for the requested amendment to the record of survey.

Process
Prior to issuance of a building permit for this unit, the applicant will have to submit a Building Permit application. The approval of this plat amendment application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC 1-18.

Department Review
This project has gone through an interdepartmental review. No additional issues were raised.

Notice
The property was posted and notice was mailed to property owners within 300 feet. Legal notice was published in the Park Record.

Public Input
Staff has not received any public input regarding this plat amendment.

Alternatives

- The City Council may approve the First Amendment to Fawngrove Condominiums Phase I as conditioned or amended; or
- The City Council may deny the First Amendment to Fawngrove Condominiums Phase I and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on First Amendment to Fawngrove Condominiums Phase I.
- The City Council may remand the item back to the Planning Commission for specific discussion on topics and/or findings.

Significant Impacts
There are no significant fiscal or environmental impacts from this application.

Consequences of not taking the Suggested Recommendation
The units would remain as is and no construction could take place across the existing platted lines or into the common area.

Recommendation
Staff recommends the City Council hold a public hearing and consider approving third amendment to the First Amendment to Fawngrove Condominiums Phase I based on the

findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Exhibits
Exhibit A – Draft Ordinance with Proposed Plat
Exhibit B – Topographic Survey
Exhibit C – Existing site photograph
Exhibit D – Proposed addition
Exhibit E – Preliminarily site plan
Exhibit F – Deer Valley MPD Density Table
Exhibit G – HOA Letter

Exhibit A – Draft Ordinance with Proposed Plat

Ordinance 12-

AN ORDINANCE APPROVING THE FIRST AMENDMENT TO FAWNGROVE CONDOMIMIUMS PHASE I LOCATED AT 1400 DEER VALLEY DRIVE NORTH, PARK CITY, UTAH.

WHEREAS, the owners of the property known as the Fawngrove Condominiums, located 1400 Deer Valley Drive North within the Deer Valley Resort Eleventh (11^{TH}) Amended and Restated Large Scale Master Planned Development, have petitioned the City Council for approval of amendments to convert to private area the common area adjacent to unit 1: 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 November 28, 2012, to receive input on the proposed amendments to the record of survey plat;

WHEREAS, the Planning Commission forwarded a recommendation to the City Council; and,

WHEREAS, on December 13, 2012, the City Council held a public hearing on the proposed amendments to the record of survey plat; and

WHEREAS, it is in the best interest of Park City, Utah and consistent with the Deer Valley Resort 11th Amended and Restated Master Planned Development to approve the proposed amendments to the Amendment to Fawngrove Condominiums 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 Amendment to Fawngrove Condominiums as shown in Attachment 1 is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. Fawngrove Condominiums are located at 1400 Deer Valley Drive North within the Deer Valley Resort Large Scale MPD.
2. The site is within the RD District.
3. The owner of Unit 1 and the Fawngrove HOA request convert the common space adjacent to Unit 1 to private space.
4. The area conversion is to facilitate the construction/addition to an entry vestibule of approximately 128 square feet to existing condo Unit 1.
5. According to a letter submitted by the HOA in October 2012, the Fawngrove Home Owners' Association voted to approve this amendment to the record of survey request.
6. Fawngrove Condominiums consists of sixty-one (61) residential condominium built over two phases.
7. The sixty-one (61) units have been previously constructed.
8. The MPD did not approve the project under the unit equivalent formula.
9. The proposed amendment is consistent with the purpose statements of the district in that the use as residential condominiums is unchanged.
10. The proposed amendment is consistent in that the additional floor area is minimal as it minimizes site disturbance.
11. The proposed amendment preserves the existing natural open space, and limits impacts of development.
12. Unit 1 would increase by approximately 128 square feet from 1,966 square feet to a total of 2,094 square feet.
13. The addition does not increase the number of units rather it allows the area of Unit 1 to increase by approximately seven percent (7%).
14. The proposed increase is allowed under the approved MPD.
15. All construction is proposed within the existing building envelope.
16. The minimum front yard within the RD District is twenty (20) feet.
17. The proposed addition is 36.31 feet from the front yard property line.
18. The proposed addition is off an existing shed roof that would meet the maximum height of thirty-three feet (33').
19. The plat identifies that a parking space has been assigned for the use of Unit 1. LMC § 15-3-6-(A) indicates that a multi-unit dwelling is to have two (2) parking spaces for an apartment/condominium greater than 1,000 square feet and less than 2,500 square feet. The site also contains visitor parking spaces that can be counted towards the additional parking space needed for the requested amendment to the record of survey.

Conclusions of Law:

1. There is good cause for this Amendment to the Record of Survey.
2. The Record of Survey is consistent with the Park City Land Management Code and applicable State law regarding Condominium Record of Surveys.
3. As conditioned, the record of survey plat is consistent with the Deer Valley Resort MPD, 11th amended and restated.
4. Neither the public nor any person will be materially injured by the proposed record of survey.

5. Approval of the record of survey, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the record of survey for compliance with State law, the Land Management Code, and conditions of approval.
2. The applicant will record the record of survey at the County within one (1) year from the date of City Council approval. If recordation has not occurred within one (1) year's time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. Construction requires a Building Permit and approvals from the Building and Planning Departments. No certificate of occupancy for the addition to Unit 1shall be issued until this amendment to the condominium record of survey is recorded.
4. All conditions of approval of the Deer Valley Resort 11th Amended and Restated Large Scale MPD and the Fawngrove Condominiums shall continue to apply.

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

PASSED AND ADOPTED this ________ day of ________________, 2012.

PARK CITY MUNICIPAL CORPORATION

____
Dana Williams, MAYOR

ATTEST:

____
Jan Scott, City Recorder

APPROVED AS TO FORM:

____
Mark Harrington, City Attorney

Attachment 1 – Proposed Plat

Attachment 1

FIRST AMENDMENT TO

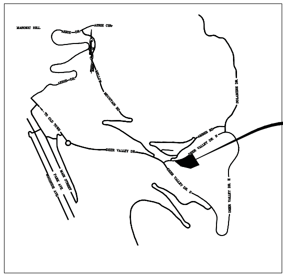
FAWNGROVE CONDOMINIUMS

AN AMENDMENT TO
FAWNGROVE CONDOMINIUMS

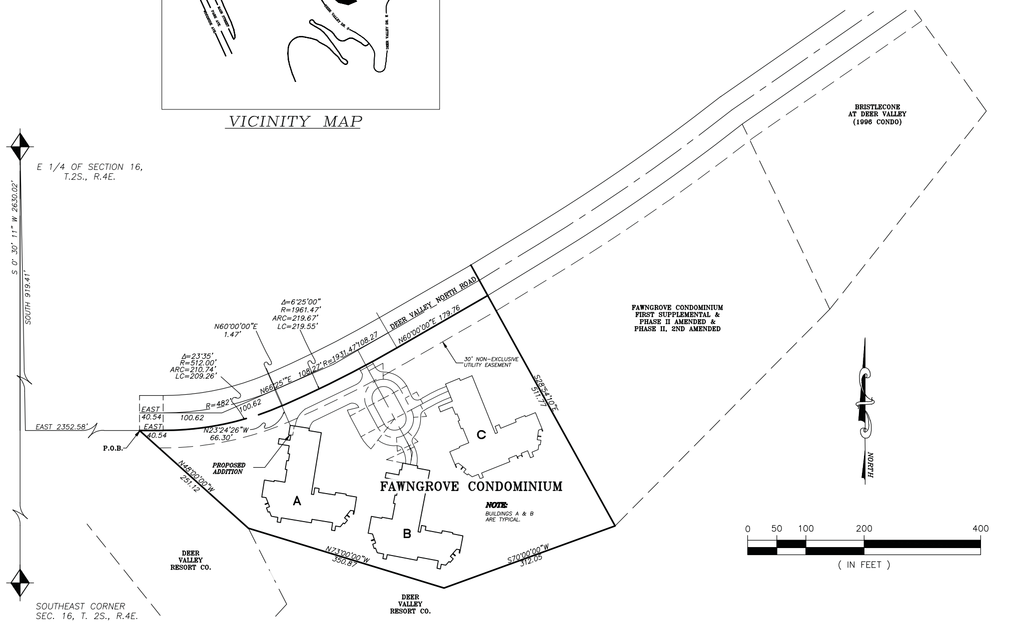
AMENDING OF THE RECORD OF SURVEY MAP OF

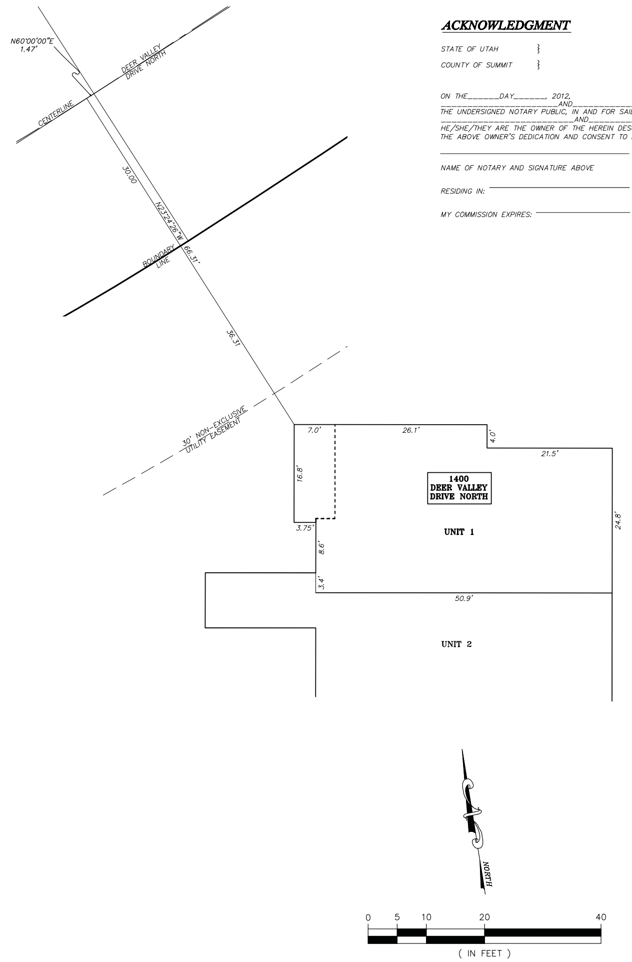
"A UTAH EXPANDABLE CONDOMINIUM PROJECT"

LOCATED IN SECTION 15, T.2S, R. 4E., S.L.B.&M.



VICINITY MAP





OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED ARE THE OWNER(S) OF THE HEREIN DESCRIBED TRACT OF LAND, TO BE KNOWN HEREAFTER AS FIRST AMENDMENT TO THE FAWNGROVE CONDOMINIUMS, FIRST AMENDMENT, DOES HEREBY CERTIFY THAT THEY HAVE CAUSED THIS PLAT AMENDMENT TO BE PREPARED, AND DOES HEREBY CONSENT TO THE RECORDATION OF THIS PLAT AMENDMENT.
ALSO, THE OWNERS OR THEIR REPRESENTATIVE, HEREBY IRREVOCABLY OFFER FOR DEDICATION TO THE CITY OF PARK CITY AND THE SNYDERVILLE BASIN WATER RECLAMATION DISTRICT ALL OF THE STREETS, LAND FOR LOCAL GOVERNMENT USES, EASEMENTS, PARKS, AND REQUIRED UTILITIES AND EASEMENTS SHOWN ON THE PLAT AND CONSTRUCTION DRAWINGS IN ACCORDANCE WITH AN IRREVOCABLE OFFER OF DEDICATION.

IN WITNESS WHEREOF, THE UNDERSIGNED SET HIS/HER/THEIR HAND THIS_______ DAY OF_______ ,2012.

ACKNOWLEDGMENT

STATE OF UTAH }

COUNTY OF SUMMIT }

ON THE______DAY______, 2012, ________________________AND_________________________PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID STATE AND COUNTY. HAVING BEEN DULY SWORN, ___________________________AND___________________________ ACKNOWLEDGED TO ME THAT HE/SHE/THEY ARE THE OWNER OF THE HEREIN DESCRIBED TRACT OF LAND AND HE/SHE/THEY SIGNED THE ABOVE OWNER'S DEDICATION AND CONSENT TO RECORD FREELY AND VOLUNTARILY.

NAME OF NOTARY AND SIGNATURE ABOVE

RESIDING IN: ____________________

MY COMMISSION EXPIRES: ____________________

LEGAL DESCRIPTION

BEGINNING AT A POINT WHICH IS 919.41 FEET SOUTH AND 2352.58 FEET EAST FROM THE EAST QUARTER CORNER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE EAST 40.54 FEET TO A POINT OF A 512.00 FOOT RADIUS CURVE TO THE LEFT, THE RADIUS POINT WHICH BEARS NORTH 512.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 210.74 FEET TO A POINT OF A 1961.47 FOOT RADIUS CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS NORTH 23°35' WEST 1961.47 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 219.67 FEET TO A POINT OF TANGENCY THENCE NORTH 60°00' EAST 179.76 FEET; THENCE SOUTH 28° 54' 10" EAST 451.763 FEET; THENCE SOUTH 70° 00' WEST 312.05 FEET; THENCE NORTH 73°00 WEST 350.87 FEET; THENCE NORTH 48° 00' WEST 251.12 FEET TO THE POINT OF BEGINNING. CONTAINS 4.819 ACRES

SURVEYOR'S CERTIFICATE

I, TED E. MASON, CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 323717, AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH AND HAVE VERIFIED ALL MEASUREMENTS. I HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT, AND THE SAME HAS BEEN CORRECTLY SURVEYED ON THE GROUND AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT THE INFORMATION SHOWN ON THIS PLAT IS CORRECT.

TED E. MASON PLS 323717 ____________________ DATE

CERTIFICATE OF ATTEST

I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS ______DAY OF ______, 2012 A.D.

BY: ____________________
PARK CITY RECORDER

TED MASON, P.L.S.
LAND SURVEYING
&
DESIGN, LLC
LAND PLANNERS–LAND SURVEYORS–
– www.mason-pls.com –
3100 PINEBROOK RD.
PARK CITY, UTAH 84098
(435) 655-0956

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS______DAY OF____________,2012 A.D.

BY: ____________________
S.B.W.R.D.

PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION
THIS______DAY OF____________,2012 A.D.

BY: ____________________
CHAIRMAN

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE
THIS______DAY OF____________,2012 A.D.

BY: ____________________
PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM
THIS______DAY OF____________,2012 A.D.

BY: ____________________
PARK CITY ATTORNEY

FIRST AMENDMENT TO
FAWNGROVE CONDOMINIUMS
AMENDING SHEET 1 OF 3
"A UTAH EXPANDABLE CONDOMINIUM PROJECT"
LOCATED IN SECTION 15, T.2S, R. 4E., S.L.B.&M.

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS ______DAY OF ______, 2012 A.D.

BY: ____________________
MAYOR

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND
AT THE REQUEST OF ____________________
TIME ______ DATE______ BOOK ______ PAGE ______
FEE RECORDER

SHEET
1 of 3

FIRST AMENDMENT TO

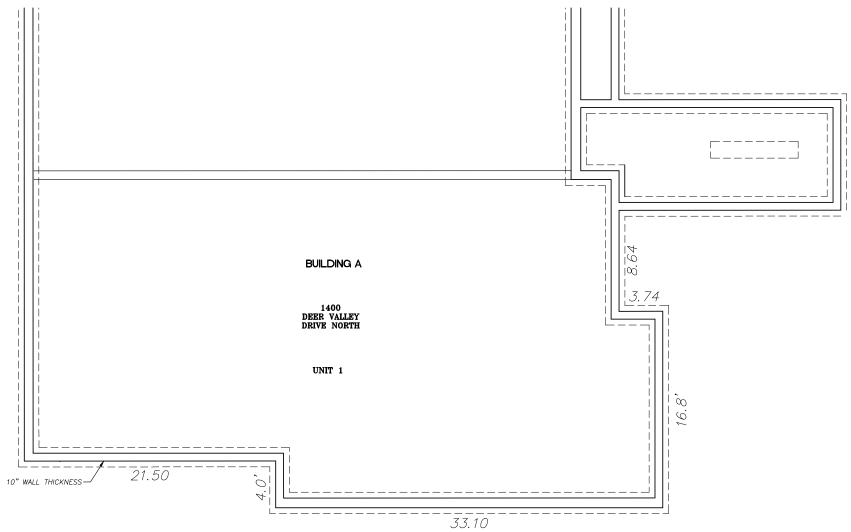
FAWNGROVE CONDOMINIUMS

AN AMENDMENT TO
FAWNGROVE CONDOMINIUMS

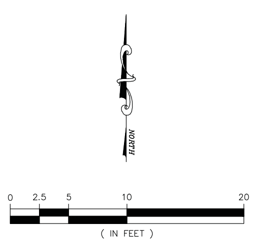
AMENDING SHEET 2

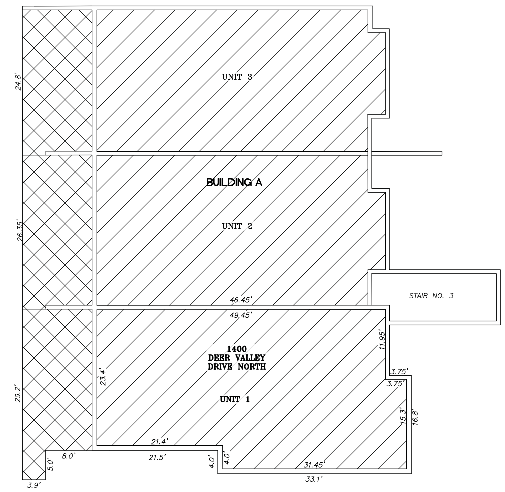
"A UTAH EXPANDABLE CONDOMINIUM PROJECT"

LOCATED IN SECTION 15, T.2S, R. 4E., S.L.B.&M.

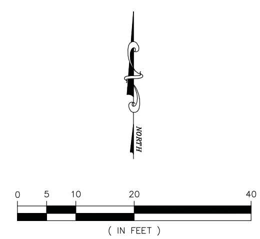


FOUNDATION





MAIN FLOOR



LEGEND

- COMMON OWNERSHIP
- PRIVATE OWNERSHIP
- LIMITED COMMON OWNERSHIP

NOTES:

ALL PARTY WALLS ARE 9" THICK UNLESS OTHERWISE SPECIFIED

ALL EXTERIOR WALLS ARE 7-1/4" THICK UNLESS OTHERWISE SPECIFIED

FIRST AMENDMENT TO
FAWNGROVE CONDOMINIUMS

AMENDING SHEET 2 OF 3

"A UTAH EXPANDABLE CONDOMINIUM PROJECT"

LOCATED IN SECTION 15, T.2S, R. 4E., S.L.B.&M.

TED MASON, P.L.S.
LAND SURVEYING
&
DESIGN, LLC
LAND PLANNERS–LAND SURVEYORS–
– www.mason-pls.com –
3100 PINEBROOK RD.
PARK CITY, UTAH 84098
(435) 655-0956

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND

AT THE REQUEST OF ______________________

TIME ______ DATE______ BOOK ______ PAGE ______

______ FEE ______ RECORDER

SHEET
2 of 2

Exhibit B – Topographic Survey

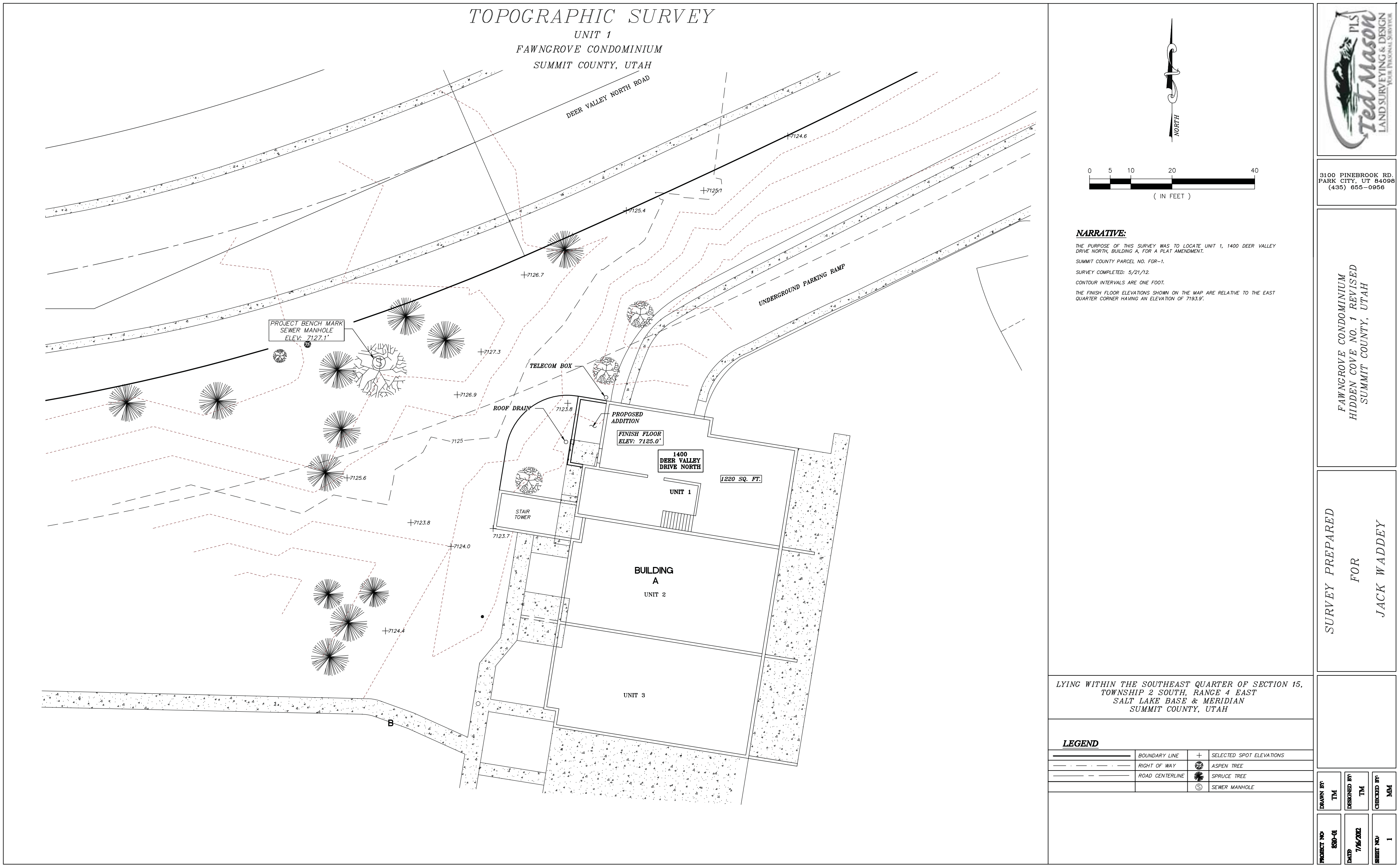


Exhibit C – Existing site photograph

Exhibit D – Proposed addition

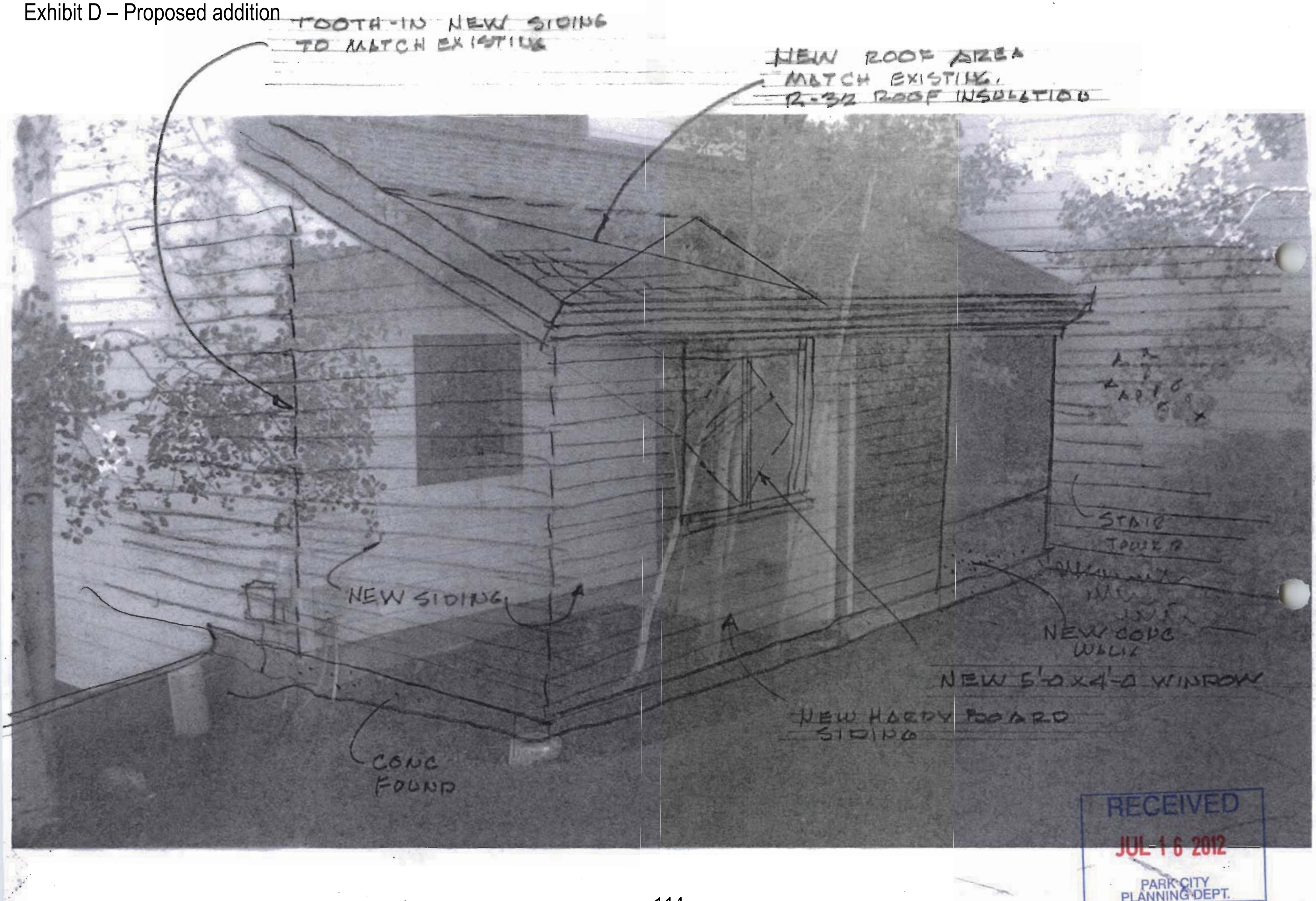
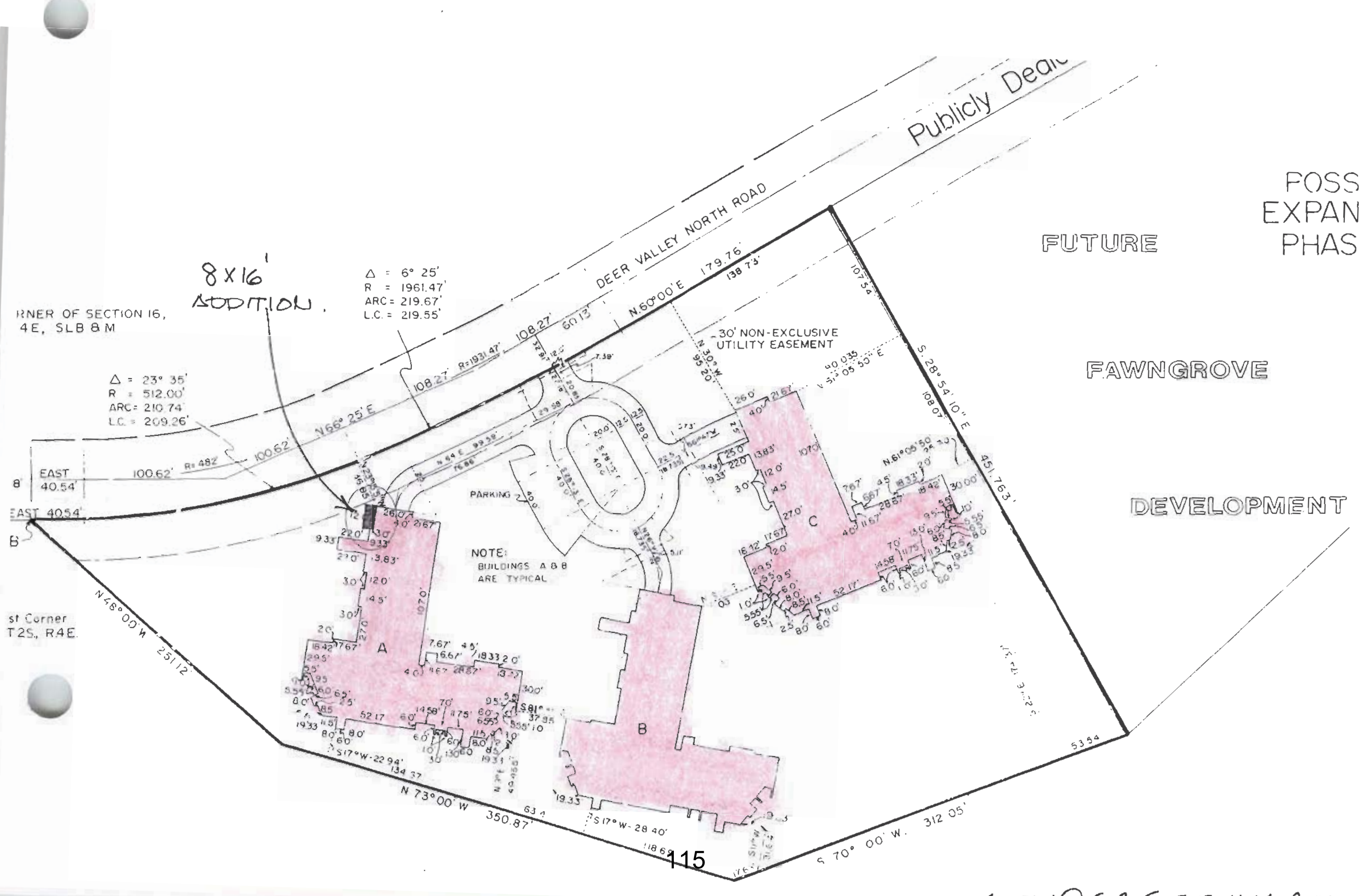


Exhibit E – Preliminarily site plan

PROJECT DESCRIPTION

- CONSTRUCT AN 8 X 16 ENTRY VESTIBULE TO AN EXISTING CONDOMINIUM UNIT.



GARY@GC-SURVEYING.COM

Exhibit F – Deer Valley MPD Density Table

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

PARCEL NAME	PERMITTED DENSITY (UNITS)	DEVELOPED DENSITY (UNITS)	NOTES	HEIGHT (FEET)	PARCEL SIZE (ACRES)
DEER VALLEY COMMUNITY					
Stonebridge & Boulder Creek Multi-Family	50	54	1	28	10.23
Aspenwood Multi-Family	30	30		28	9.21
Pine Inn & Trails End Multi-Family	40	45	1	35	8.52
In The Trees (South Multi-Family) Multi-Family	14	14		28-45	2.87
Black Diamond Lodge (Snow Park Lodge Multi-Family)	29	27		28-75	5.70
Courcheval Multi-Family	13.5	27	1	35	1.82
Daystar Multi-Family	24	24		28	9.84
Fawngrove Multi-Family	50	50		28	12.05
Chateaux Fawngrove Multi-Family	10.5	11	2	28	Incl
Bristlecone Multi-Family	20	20		28	Incl
Lakeside Multi-Family	60	60		28	6.49
Solamere Single Family (includes Oaks, Royal Oaks & Hidden Oaks)	274	274		28	237.81
Pinnacle Multi-Family	86	86		28	36.80
Comstock Lodge (East Bench Multi-Family)	10.5	21	1	35	3.50
Red Stag Lodge	8.5	11	1	35	Incl
Powder Run Multi-Family	25	33	1	35	3.20
Wildflower (Deer Valley North Lot 1 Multi-Family)	11	14	1	28	1.04
Glenfiddich (Deer Valley North Lot 2 Multi-Family)	12	12		28	1.45
Chapparal (Deer Valley North Lot 3 Multi-Family)	15	20	1	28	1.44
Northeast Multi-Family:					12.65
Lodges @ Deer Valley	73.25	85	3	28-35	
Silver Baron Lodge	42.75	50	12	28-35	
Snow Park Village (Snow Park Hotel & Parking Sites)	209.75	0	4	28-45	14.93
Total Deer Valley Community	1108.75				
AMERICAN FLAG COMMUNITY					
American Flag Single Family	93	93		28	83.04
LaMaconnerie Multi-Family	15	15		28	6.19
Total American Flag Community	108				
NORTH SILVER LAKE COMMUNITY					
Westview Single Family	15	1		28	40.69
Evergreen Single Family	36	36		28	27.60
NSL Homesite Parcel #1	1	1		35	1.90
Belleterre Single Family	10	10		28	11.42
Bellevue Townhomes (NSL Subdivision Lot 1)	24	14	10	28	4.62
Bellemont Townhomes (NSL Subdivision Lots 2A and 2A-1)	18	12	10	28	3.75
NSL Subdivision Lot 2B	54	0		45	5.96
BelleArbor Townhomes (NSL Subdivision Lot 2C)	43	21	10	28-35	8.25
NSL Subdivision Lot 2D Open Space Lot	0	0	5	0	4.03
Total North Silver Lake Community	201				
SILVER LAKE COMMUNITY					
Stag Lodge Multi-Family	50	52	6	28-35	7.34
Cache Multi-Family	12	12		28	1.77
Sterlingwood Multi-Family	18	18		28-35	2.48
Deer Valley Club	20	30	1	28-45	1.53
Double Eagle (SL East Parcel 2 Multi-Family)	18	18		28-35	2.26
Stein Eriksen Lodge Multi-Family	66.75	65	11	28-35	10.86
Little Belle Multi-Family	20	20		28	3.66
Chateaux At Silver Lake Lot 23 Deer Valley Club Estates Subdivision)	65	78	1	28-45	3.24
Sterling Lodge (Lot 2 Silver Lake East Subdivision)	14	14		28-45	0.61
Royal Plaza Multi-Family (Silver Lake Village Lot A)	7.6215	13	1	59 (A)	0.48
Mt. Cervin Plaza Multi-Family (Silver Lake Village Lot B)	7.5	7		59 (A)	0.54
Inn at Silver Lake (Silver Lake Village Lot C)	10	8		59 (A)	0.50
Goldener Hirsch Inn (Silver Lake Village Lot D)	6	20	1	59 (A)	0.35
Mt Cervin Multi-Family (Silver Lake Village Lot E)	16	15		59 (A)	0.53
Silver Lake Village Lot F	11	0		59 (A)	0.35
Silver Lake Village Lot G	11	0		59 (A)	0.38
Silver Lake Village Lot H	12	0		59 (A)	0.44
SL Knoll Condominiums	4	4		35	0.76
Knoll Estates Single Family	21	21		35	9.90
Black Bear Lodge (Lot 22 Deer Valley Club Estates Subdivision)	51	51		35	1.39
Knollheim Single Family	20	5	7	35	1.84
Alpen Rose Single Family	2	2		35	0.66
Silverbird Multi-Family	6	6		35	0.80
Ridge Multi-Family	24	24		35	2.34
Enclave Multi-Family	17	17		28-35	1.79
Twin Pines Multi-Family	8	8		28-35	1.33
Cottages Single Family	11	11		28	7.06

FAWNGROVE HOMEOWNERS ASSOCIATION
P. O. Box 680423, Park City, UT 84068

October 22, 2012

Park City Planning Department
445 Marsac Avenue
Park City, UT

ATTN: Francisco Astorga

The Fawngrove HOA Annual Meeting was held Saturday, October 13, 2012 in Park City.

At that meeting the unit owners voted unanimously to approve converting a small amount of common area for Unit 1400's addition of a entry vestibule based on the design submitted with the owner's permit application.

I understand this letter is sufficient for you to proceed with the final processing of Unit 1400's owner's application.

Sincerely,

Roy Cline

Roy Cline
President,
Fawngrove HOA

City Council
Staff Report

Subject:	**Park Silly Sunday Market - Consideration of a City Services Agreement with the Park Silly Sunday Market for a 1 year contract.**
Author:	**Jason Glidden**
Department:	**Sustainability**
Date:	**December 13th, 2012**
Type of Item:	**Administrative**

Summary Recommendations:
Conduct a public hearing and approve the contract for the Park City Silly Sunday Market (PSSM) to be held on Main Street in 2013.

Topic/Description:
Contract approval of 2013 Park Silly Sunday Market

Background:
The Park Silly Sunday Market was created in summer 2007 and has continued to take place on lower Main Street on Sundays the past six summers. After the 2008 Market, PSSM organizers began to request consideration of a long-term City-Services Contract to keep the Market on Main Street.

In March 2010, City Council approved a three year City Services Contract with PSSM. The City agreed to provide the PSSM with a mix of funding in the form of cash, fee waivers, and value in kind totaling $115,600. The breakdown of funding included:

(a) Annual cash payment for the following services ($80,000 Total):
  (i.) $30,000 will be for Marketing, Media, Cross Promotions and Public Relations as defined in Section D.9.4.
  (ii.) $10,000 will be for expanded Activities ad defined in Section D.9.3
  (iii.) $40,000 will be for the Market north of Heber Avenue to 9th Street. This contribution is not to be used for any executive or director salaries but instead must be directly tied to operations and promotion of the Market.

(b) Annual fee waivers and Value in Kind, based on a combination of the following:
  (i.) Fee waivers – 2010 fees estimated at $25,600
  (ii.) $10,000 in Value in Kind – storage, capital improvements (power upgrade, equipment, contribution of additional city services etc.).

The terms of the contract stated that the contract would expire on November 15th, 2012.

Goals of the Contract
The overall goal of the contract was to improve Main Street's market competitiveness and to preserve its long-term economic viability and success. Even more importantly we agreed to the contract for the positive "Community" aspects. The specific analysis from the February 25, 2010 Council meeting report that relied on the Community Visioning Filter is included as an excerpt (Exhibit B).

To that end, Council and staff continue to discuss the goal of "keeping Park City, Park City", and more specifically balancing that goal through implementation of the City's biennial strategic plans and the 2030 Plan. The Park Silly Sunday Market directly contributes to our sense of community and small town character and contributes to the vibrancy arts and culture in our community. With minimal environmental impact, the PSSM also contributes to the community's environmental goals. The Significant Impacts Matrix, below, further articulates the balance.

Analysis:
Based on input from stakeholders, specifically the HPCA Board and Events Sub-committee the PSSM, city staff has negotiated terms for a proposed contract for the 2013 Market. Below is a list of the major changes to the contract (Exhibit A):

- *One year contract* – The term of the contract will start on December 13th, 2012 and expire on December 1st, 2013.

- *Dates of the Market* – The dates of the Market shall be held on 15 successive Sundays from June 2, 2013 through September 29, 2013 with the following exceptions:

    - No Market on August 4, 2013 for the Park City Kimball Arts Festival
    - Park City shall notify PSSM by April 1, 2013 if Park City requests the Market be canceled to accommodate a stage of the Tour of Utah on August 11, 2013

- *Working Group* - PSSM agrees to create a Working Group that will include at least: (a) two (2) HPCA representative; (b) two (2) PSSM representative; and (c) two (2) members of the Park City Council. The Working Group shall seek to promote and foster cooperation and communication between PSSM and the HPCA regarding PSSM's selection, inclusion and oversight of specific vendors that participate or have applied to participate in the 2013 Market and any other issues relevant to the 2013 Market.

- *City Funding* – The City agrees to the following funding levels for the 2013 Market

    - Annual cash payment for the following services ($ 65,000 Total):
        - $30,000 will be for Marketing, Media, Cross Promotions and Public Relations as defined in Section D.9.4.

- $10,000 will be for expanded Activities as defined in Section D.9.3
- $25,000 will be for the Market north of Heber Avenue to 9th Street. This contribution is not to be used for any executive or director salaries but instead must be directly tied to operations and promotion of the Market.

o Annual fee waivers and Value in Kind, based on a combination of the following:
  - Fee waivers – 2013 fees estimated at $20,385
  - $10,000 in Value in Kind – storage, capital improvements (power upgrade, equipment, contribution of additional city services etc.).

	Former	Proposed
Cash		
Marketing	$ 30,000.00	$ 30,000.00
Expanded Market	$ 10,000.00	$ 10,000.00
Operations/Promotion	$ 40,000.00	$ 25,000.00
Value In Kind		
Fee Waivers*	$ 25,600.00	$ 20,385.00
Cash VIK	$ 10,000.00	$ 10,000.00
TOTAL	$ 115,600.00	$ 95,385.00

*Proposed Fee Waives are Estimated for 2013

- *Footprint of the Market* – Same as the 2012 Market the 2013 event will be held on Main Street between Heber Avenue and 9th Street, and farmer's market on 5th Street from Main to Swede Alley. For a test period of one year, Park City shall allow an expanded farmer's market at either the Swede Alley surface lot or the Brew Pub lot. The expanded area shall not include consideration of closure of any portion of Main Street.

Staff finds that the new terms of the 2013 contract will reduce the impacts of the market and provide a means for all stakeholders to provide feedback in an effort to reach the goals of all parties involved.

Department Review:
Economic Development, City Manager and Legal and Special Events departments have reviewed this report and their comments have been incorporated into the report.

Alternatives:

A. Approve:
Conduct a public hearing and approve the contract for the Park City Silly Sunday Market (PSSM) to be held on Main Street in 2013.This is staff's recommendation

C. Deny:

Conduct a public hearing and deny the contract for the Park City Silly Sunday Market (PSSM) to be held on Main Street in 2013.

D. Continue the Item:
Council could choose to continue the item. This would force the City to opt out of the current contract.

E. Do Nothing:
Council could choose to take no action on the item. This would also cause the City to opt out of the contract.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Balance between tourism and local quality of life + Varied and extensive event offerings		+ Residents live and work locally + Shared use of Main Street by locals and visitors	
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Positive ⇧	Neutral ⬄	Positive ⇧	Neutral ⬄
Comments:				

Funding Source:
Special Events

Consequences of not taking the recommended action:
The City would choose to opt out of the contract with the Park Silly Sunday Market. This may cause the market to be located outside of Main Street and Park City.

Recommendation:
Conduct a public hearing and approve the contract for the Park City Silly Sunday Market (PSSM) to be held on Main Street in 2013.

Exhibit A - Contract
Exhibit B - February 25, 2010 Excerpt

Exhibit A - Contract

Master Festival Event License and City Services Agreement

THIS MASTER FESTIVAL EVENT LICENSE AND CITY SERVICES AGREEMENT is entered into as of _________, 2012, between PARK CITY MUNICIPAL CORPORATION, a political subdivision of the state of Utah ("Park City" or "City"), and Park Silly Sunday Market, a Utah non-profit corporation ("PSSM").

Recitals

WHEREAS, PSSM has staged the Park Silly Sunday Market ("Market") in Park City under the regulation and authority of annual Master Event Licenses issued by Park City;

WHEREAS, Park City and PSSM wish to enter into a contract establishing Park City Main Street as the Market headquarters and to maximize planning efficiencies, pool resources and improve event management to ensure the continued success of the Market with minimal impacts to the residents of the City;

WHEREAS, PSSM, a non-profit entity, desires to use certain facilities owned or controlled by Park City and to obtain certain municipal services, fee waivers, and other nonmonetary assistance from Park City and others as appropriate in connection with the Market, all under the terms hereinafter provided;

WHEREAS, Park City desires to contract with PSSM to implement additional closures of Main Street, perform marketing and event management services, and to make substantive changes to the location and programming of the Market as specified pursuant to the terms herein;

WHEREAS, Park City is authorized by Section 10-7-85 of the Utah Code Annotated to provide for and appropriate funds and services for the support of the arts for the purpose of enriching the lives of its residents;

WHEREAS, pursuant to Sections 10-8-2(1) and 10-2-84 of the Utah Code Annotated, the City Council hereby finds that the provision of City funds, property and services is for a corporate purpose consistent with the Park City General Plan, particularly the Community Economic Element, and provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the city;

WHEREAS, Park City reviewed the direct economic benefits of the Market to Park City, and the Summary of Revenue Impacts to Park City is incorporated herein by reference. The City Council also finds that, in addition to the services contracted for herein, the Market has numerous additional indirect and intangible benefits which create an additional overall positive economic, artistic and quality of life impact on the City, its residents and its visitors, and nothing herein shall be determined to be a gift or charitable contribution by the City.

Agreement

In consideration of the recitals listed above, which are incorporated herein, and of the terms and mutual covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

A. PRINCIPLES AND RESPONSIBILITIES.

1. General Principles.

1.1 Mutual Cooperation and Flexibility. Park City and PSSM mutually acknowledge and agree to proceed through all stages of planning and operations for the Use Areas identified at Exhibits E-1 of this Agreement and each Market in the spirit of mutual cooperation and flexibility, recognizing that circumstances may change between the date of execution of this Agreement and the commencement of each annual Market Event. Park City and PSSM agree that the purpose for cooperation and flexibility is the successful operation of the Market. Both Parties understand that plans may change each year, subject to final approval by the City Council.

1.2 Supplemental Plan. This Agreement outlines the terms for the respective duties and obligations of Park City and PSSM with respect to the Use Areas and the other items covered by this Agreement. The Parties agree that implementation of the specific terms outlined in this Agreement will require the development of supplemental implementation and operational plans (referred to herein as the "Supplemental Plan") with respect to those functions of the Use Areas. The Supplemental Plan and any modifications are incorporated herein and a material part of this Agreement. Any substantial changes in material terms, as determined by City Staff, shall require an amendment to this agreement and City Council approval. The City Council reserves full authority to approve or reject changes in accordance with Title 4, Chapter 8 (as amended) of the Park City Municipal Code and any other applicable ordinances.

1.3 PSSM General Responsibilities. In addition to the responsibilities of PSSM set forth herein, PSSM shall timely provide the City with all annual plans related to the Market and any other relevant information regarding the Market necessary for the Parties to perform pursuant to this Agreement.

1.4 Park City General Responsibilities. In addition to the responsibilities of Park City set forth herein, Park City shall produce to PSSM all information relevant to the Market and the Use Areas, including internal staff communications. Park City shall also promote positive support for Park City's involvement in the Market and the opportunities provided thereby. Park City shall cooperate with PSSM and use its best efforts to notify PSSM of any pending City ordinance, City right of way project, or any other City activities that could negatively impact the Market or the Market's sponsorship relationships.

B. TERM AND LEASE OF USE AREAS DURING USE PERIODS.

2. Term. PSSM hereby agrees to hold the 2013 Market in Park City. Accordingly, this agreement shall be effective from December 13, 2012 to September 30, 2013

2.1 Dates of Market. The dates of the Market shall be held on 15 successive Sundays from June 2, 2013 through September 29, 2013 with the following exceptions:

1. No Market on August 4, 2013 for the Park City Kimball Arts Festival
2. Park City shall notify PSSM by April 1, 2013 if Park City requests the Market be canceled to accommodate a stage of the Tour of Utah on August 11, 2013

The Supplemental Plan shall have Council approval by March 28th 2013 for the Market to begin on June 2, 2013. Any delay in Supplemental Plan approval may necessitate a commensurate delay in the start of the Market.

2.2 Hours. The event will last from 10:00 am to 5:00 pm. Street closures for load in, load out, set up and delivery would allow street closures from 6:00 am to 8:00 pm. Park City shall consider expanded hours and special holiday late closures (Opening Day, Holiday weekends, and Silly Fest). In determining whether the Market may have expanded hours, Park City shall consider any recommendation of the Working Group as defined in Section D. 9.9 below, and which is subject to the Participation Agreement for Working Group Regarding 2013 Park Silly Sunday Market ("Working Group"), or if the Working Group does not make a recommendation, then the rights and due process of all stakeholders equally including the public, PSSM, Park City and the HPCA.

2.3 Location. The event will be held on Main Street between Heber Avenue and 9th Street, and on 5th Street from Main to Swede Alley. Park City shall consider expanded venue areas based on the recommendation of the Working Group and if there is no recommendation then the input from the HPCA, PSSM, City Council and the public as part of the consideration of Supplemental Plan or Mid-Event Review.

1. The Coalition/9th Street Park shall not be included as part of the event. It will remain available for any protest, other artist or for the public's use.

2.4 Expanded Marketing. Expanded Marketing, Media, Cross Promotional and Public Relations activity is required and shall be further defined in Section D.9.

2.5 Additional Conditions of Approval. The following apply unless specifically modified by the Supplemental Plan:

1. PSSM shall incorporate specific measures directed by Park City, including equipment, facilities and services to ensure the Market will be conducted with due regard for safety, health and sanitation.

2. Unless specifically approved by the Supplemental or Mid-Event Review, Expanded Market Activities or Expanded Location on Main Street south of Heber Avenue shall terminate by 6:30 pm on each Sunday. Main Street north of Heber Avenue shall reopen by 8:00 pm. Should PSSM be unable to open the street by that time, the closing time of the Market shall be adjusted to meet stated time limits.
3. A Fire Lane approved by the Fire Marshall will be maintained to provide access across Heber Avenue and Main Street at all times of Market operation. PSSM shall provide signage to indicate closures and detour options.
4. PSSM must obtain Relief from Noise Restrictions (Park City Municipal Code (PCMC) Section 6-3-11), as amended, for any set- up activity occurring before 9:00 am on any given Sunday.
5. PSSM shall comply with all UDABC regulations and obtain applicable approvals for the beer garden area and all other areas of compliance.
6. PSSM has met with Park City Police and is aware that the Market has grown to a level where it warrants more than routine patrol and the cost of additional Police may be incurred by the applicant unless waived by City Council.
7. A base operational plan footprint and sign plan shall be submitted at the Supplemental Plan process outlining placement of no less than 80% of the Market. This will be used as the Approved Operational Market Footprint. All plans for tents, stages and other temporary structures and activities shall be submitted to the Building Department and the City Representative for review each week of the Market by Thursday at 5pm for the Market on the following Sunday. All changes from the Approved Operational Market Footprint must be approved prior to Friday at 5pm of that week
8. The costs to provide additional City staff, as estimated in the report herein, will be incurred by PSSM, unless otherwise waived by the City Council.
9. The applicant will orient all temporary stages so as to minimize sound impacts to the neighborhood. Monitoring of the amplified shall be consistent with PCMC 4-8A-7, as amended; regulations for Public Outdoor Music Plazas. The General Regulations of this section indicate the following:

   4-8A-7. GENERAL REGULATIONS**.**

   (A) The program manager, or his/her designee, shall provide on-site management for each event.

   (B) A sound technician shall provide on-site monitoring for each event with music, amplified or otherwise, and any amplified event.

   (C) Except as otherwise provided at Subsection 6(A) herein, for amplified events or music, the program manager shall be responsible to ensure that the sound system maintains the sound at an A-weighted sound level adjustment and maximum decibel level of 90, as measured twenty-five feet (25') in front of the stage. The data currently available to the City indicates that a maximum decibel level of 90 satisfies the purpose of this ordinance. The City may amend this ordinance consistent with newly acquired data.

   (D) All events shall be open to the public and free of charge.

   (E) The Police Department or other proper City official shall have access at all times to all Public Outdoor Music Plazas under this Chapter, and may make periodic inspection of said premises whether the officer or official is in uniform or plain clothes.

(F) All events shall take place only on authorized Stages and shall have clean-up services directly following each event so as to leave the plazas in a clean and litter free manner.

10. If at any time, the vendor participation either north or south of Heber Avenue independently or for the entire Market drops to below 75% of its highest point from the 2010 - 2012 market seasons, and such drop in attendance is not the result of weather conditions, acts of god, or other conditions or events beyond PSSM's reasonable control, the City Council shall conduct a review of the MFL at the first available Council meeting. Event staff and public safety shall provide an assessment of success of the event pursuant to the criteria listed in the Master Festival License, PCMC Title 4, Chapter 8 and whether the findings, conclusions and conditions are still correct and/or being implemented. Upon one or more findings that the MFL is no longer meeting the anticipated vendor/public participation levels justifying the street closure, the above MFL criteria, or conditions approval, the City Council may amend this approval accordingly.

11. As part of the Master Festival License, PSSM shall provide the case number issued by the Utah State Tax Commission and a copy of PSSM's application to the Utah State Tax Commission which lists all participating vendors and the information required in the application. PSSM shall also provide a list of all participating not-for-profit organizations. Consistent with section PCMC 4-8-7, concessions directly related to the event do not require a regular business license. The Utah State Tax Commission does require a Temporary Special Events Sales Tax License.

12. Nothing herein shall limit use of Coalition Park by non-vendors in accordance with the Art in the Park Ordinance PCMC § 4-3A-7, as amended.

13. The Working Group shall regularly review the vendor list to ensure the participants reflect the integrity of the Market's purpose and mission, and limit sales of mass produced goods.

14. PSSM shall return to Council no later than November 15, 2013 to conduct a debrief of the 2013 Market.

3. Grant of Lease. Park City hereby grants to PSSM and its designees and assigns, and PSSM hereby accepts, the right for the occupancy and use of the Use Areas for the purposes further described on Exhibit E-1 along with the use all available utilities, services and related incidental rights in such Use Areas, all upon the terms, and subject to the conditions set forth in this Agreement. The relationship between Park City and PSSM with respect to the Use Areas is that of landlord and tenant, and may be further be defined by Lease Agreement. However, the Lease Agreements shall not conflict with this Agreement or any Exhibit attached hereto. Park City makes no express or implied warranties regarding the Use Areas and PSSM hereby acknowledges it has inspected the Use Areas and accepts the Use Areas "as is."

4. Non-Exclusive Use; Right to License. The Use Areas are public rights of way and PSSM has Non-Exclusive Use as granted herein. During Market hours, PSSM shall have the exclusive right to jury, select and authorize Market vendors pursuant to the criteria herein and PSSM's internal guidelines and contracts. Otherwise, no right to exclude is hereby granted except as may be required by applicable law (UDABC alcohol areas). Businesses adjacent to and within the Use Areas shall remain eligible for outdoor/sidewalk sales as otherwise provided for in the Municipal Code.

4.1 Access Prior to Use Periods. Unless otherwise set forth herein, Park City and PSSM shall cooperate to arrange times that PSSM and its designees may have non-exclusive access to the Use Areas prior to the Use Periods for the purpose of inspections, planning, preparations, testing and design work, surveys, examinations, and other activities that are necessary for Use Area planning and preparatory functions and advance preparations for and (if necessary) advance construction of certain Temporary Improvements such as installation of cables, conduits, curb cuts, signage and substructure; provided that such access shall not materially interfere with ordinary and customary Park City operations and that such advance construction shall be consistent with the requirements outlined herein.

4.2 Lawful Use. During the applicable Use Periods, PSSM will not use, operate or maintain the Use Areas improperly, carelessly, in violation of any applicable law or in any manner contrary to that contemplated by this Agreement.

4.3 Permitted Uses. PSSM is granted use of the Use Areas and may authorize or license others to use the Use Areas at any time during the applicable Use Periods, with City Approval, for the purposes indicated on Exhibit E-1; including for the moving in and out, and the construction, erection and staging of decorations, trash, recycling and other temporary facilities and installations and other Temporary Improvements, lighting, sound systems, booths, stages, tents, fencing and other equipment; for the sale of food, beverages, novelties, souvenirs and other merchandise to persons attending the Market; for advertising, marketing and promotion; and for any other purpose related to the Market.

4.4 Restoration. PSSM shall return the Use Areas to Park City at the conclusion of their respective Use Periods in clean, orderly condition and in good repair and working order, reasonable wear and tear excepted. Prior to the end of the Use Periods, PSSM shall, at its sole cost and expense, remove all Temporary Improvements and modifications located in or on the Use Areas, unless otherwise agreed upon in writing by the Parties.

5. Permits and Licenses.

5.1 Permits and Licenses. PSSM shall be solely responsible for any building or other permits necessary for its temporary improvements or food operations.

5.2 Master Festival Event License. The City hereby finds the Market to comply with the PCMC Section 4-8-5. Upon execution of this Agreement, Park City shall issue to PSSM a Master Event License that covers all activities of PSSM described in this Agreement that may require such a license. Annual Supplemental Plans will be necessary to obtain building permits, temporary beer and liquor licenses, sign plan approval and all other required permits, approvals, variances, etc. that may be encompassed by the Master Event License for each Market.

5.3 Permits and Licenses Issued by Other Governmental Authorities. PSSM shall have sole responsibility for obtaining and paying for any and all certificates, permits, licenses and approvals that are required to be obtained from governmental authorities other than Park City for the operations of the Use Areas that are unique to PSSM's use of the Use Areas during the Use Periods. Park City shall support and cooperate with PSSM in obtaining any necessary permits for the activities associated with the operations of the Use Areas during the Use Periods, and shall authorize PSSM to apply in the name of Park City (or Park City will apply for such permits in its own name) with respect to any necessary permits from other governmental authorities that must be issued in the name of Park City.

5.4 Governmental Ordinances. The Special Events and Facilities Department shall support and cooperate with PSSM in obtaining permits as necessary concerning any local, city, county or state ordinances, rules, laws and regulations to assist PSSM in hosting and staging the operations of the Market and related activities in Park City.

5.5 **Sign Plan.** On or before April 1, 2013, Park City shall provide PSSM with a written plan detailing the applicable dates that PSSM promotional banners and signs shall be allowed on Main Street and the specific dates when such banners and signs must be periodically and/or permanently removed.

C. PARK CITY FACILITIES AND SERVICES.

6. City Services.

6.1 Basic City Services. In addition to enhanced restroom and trash service provided to all events, at no additional cost to PSSM, Park City will provide the following City Services:

(a) PSSM shall be entitled to a waiver of the following fees:

a. Parking fees for any approved Use Areas.
b. Building Permit fee and inspection fees for all tents and temporary structures.
c. Transit Department fees (labor and operational costs) for re-routing transit and moving 2 stops on Park Avenue.
d. Transit Department for re-routing Main Street Trolley.
e. Parks Department for street banner installation (does not include banner costs).
f. Application fees for the Master Festival Event License.
g. Use of city-owned type 1 and bicycle barricades, if available.

(b) PSSM shall be entitled to a credit of 240 hours (2 officers, 8 hours for 15 days) or enhanced Police patrols when determined necessary by the Park City Police Department.

(c) PSSM shall be entitled to use of Park City Main Street and other approved use areas at no cost, as outlined within Exhibit E-1.

(d) Installation and two (2) municipal electronic text signs, as otherwise agreed in accordance with mutually acceptable Supplemental Plans concerning Traffic Control.

PSSM may, in consultation with Park City, request adjustments in the priorities or timing or intensity of maintenance and other City Services to be provided by Park City to promote the efficiency and success of the Market. If such adjustments require Park City to provide services which exceed the level or type of City Services in the aggregate that Park City is committed to provide at Section 6.1 herein, then such services shall be considered Additional City Services to be paid for by PSSM under Section 6.2.

6.2 Additional City Services and Work Order Process.

PSSM may request services from Park City in addition to Basic City Services under this agreement, either due to quantity, frequency or type of service requested (collectively, "Additional City Services"). PSSM will be charged the actual cost of Additional City Services incurred by Park City.

7. City Representative.

7.1 Event Representative. Prior to and during the Use Periods, Park City shall designate at least one full-time employee to serve as its "City Representative" for the Market, who shall be the operational liaison between Park City and PSSM and who shall be authorized by Park City to (a) ensure that the Use Areas are operated and maintained as set forth in this Agreement, (b) ensure that, at PSSM's request, access to and street closure(s) (if applicable) of the Use Areas is provided to PSSM upon commencement of the Use Periods, (c) serve as Park City's representative for the services of any Park City personnel provided pursuant to this agreement, and (d) give or obtain any necessary consents, approvals or authorizations on behalf of Park City in relation to the Supplemental Plan. The City Representative shall generally be Special Events staff for the City, unless otherwise approved in advance by PSSM, which such approval shall not be unreasonably withheld or delayed.

7.2 Management Representative. Park City shall also designate at least one Departmental Manager who shall be authorized to speak on behalf of the City Manager and City Council, and to act for the City Representative if the City Representative is not available. The costs of providing the City Representative and the Management Representative to provide services under this agreement shall be borne solely by Park City. The Management Representative shall, if requested by PSSM, assist PSSM with the formation of a logistics coordination team.

7.3 Management Meetings. The Event Representatives and Manager shall meet to review Market operation, Supplemental Plan and terms of this Agreement. Any changes to this Agreement or Supplemental Plan shall be approved prior to the first operational date of the Market.

8. Parking and Transportation.

8.1 Transportation Plans. PSSM, with coordination from Park City, shall develop and implement plans for traffic control around Main Street, as part of the Supplemental Plan to meet the transportation and parking needs of the public during the Use Periods, including provisions for parking, road closings and any enhanced transit service to off-site shuttle lots. Park City shall modify and as necessary expand the public City Transit service, at Park City's expense, to meet the increased public demand during the Market consistent with the purposes of the Agreement and the needs of the public, including patrons of the Market. The system will remain open to the public and will service the existing transit routes.

The transportation plans contemplated by the paragraph above are intended as an enhancement to Park City's public transportation to meet the needs of the public during the Use Periods and are not to be construed as the provision of "charter" services.

8.2 Cooperation in Main Street Closing. Consistent with the requirements to develop plans for traffic as part of the Supplemental Plans, Park City and PSSM both agree to support and cooperate with one another if both Parties agree to close all or a portion of Main Street for pedestrian use only or restrict traffic to one-way during some portion or all of the Use Periods.

8.3 Parking Areas. Park City shall make available to PSSM for non-exclusive use the upper and lower Sand Ridge parking lots and the top level of the China Bridge Parking Structure for PSSM Vendors and Staff in accordance with Exhibit E.1.

D. PSSM SERVICES.

9. PSSM Obligations. As consideration for the City support herein, PSSM agrees to the following:

1. Vendor mix – PSSM agrees to regulate their vendor mix to mitigate for potential of adverse impacts to brick and mortar Main Street businesses:
    a. PSSM shall continue to develop the local growers' area of the Market. PSSM shall develop a plan to define a specific vendor mix and category type for approval with the Supplemental Plan. In developing a vendor mix plan PSSM may consider any written recommendations from the Working Group regarding vendor mix. PSSM's vendor mix plan shall specify a number of vendor types allowed or a percentage of vendor types allowed that may include, but is not limited to following categories;
        1. Jewelry
        2. Clothing
        3. Personal Care products
        4. Photography & Painting

5. Ceramics and Pottery
6. Non- traditional art or products
7. Not-for-profit groups (with or without point of sale activity)
8. Snack Food (food substantially prepared offsite that is neither prepackaged nor a baked good)
9. Gourmet Food (prepackaged food or baked goods).

2. On-Site Food (not to exceed 14 total) PSSM agrees to this number for On-Site Food Vendors.
   a. No on-site food vendors south of Heber
   b. PSSM agrees to offer first right of refusal to HPCA on 3 of each type of food vendor (Onsite Food, Gourmet Food and Snack Food). PSSM agrees to offer second right of refusal to the Restaurant Association. As previously noted on-site food vendors shall not exceed a total of 14.
   c. In an effort to minimize direct negative competition to HPCA merchants and unwanted mass-produced items; PSSM shall develop, implement and manage criteria and in season follow-up for all vendor admissions to the Market. PSSM may consider any suggestions from the Working group in developing criteria for vendor admissions to the Market. This criteria shall include specific definitions and review/checking procedures of vendor product verification.

3. <u>HPCA access to vendor space</u> – PSSM agrees to provide:
   a. One 10'x10' vendor booth space with full set up for HPCA member use each week.
   b. Space in the PSSM Information kiosk/table for HPCA outreach, coupons, information etc.

4. <u>Expanded Market Activities</u>
   a. PSSM agrees to identify and implement limited mutually agreed upon activities and programming of Main Street south of Heber Avenue. The activity should be geared at bursts or pockets of activity that do not necessitate the complete closure of Main Street in 2013. In the event that no agreement is reached with the City, PSSM will not be eligible for $10,000 of the financial contribution identified in Section E10(a) i.

5. <u>Marketing, Media, Cross Promotional and Public Relations</u> – PSSM agrees to
   a. Promote Main Street in all marketing and promotional material.
   b. Include HPCA logo and sponsor credit in all media placement (detailed in Exhibit E-1), website, email blasts, social media and prominent locations within the Market.
   c. Signs and maps directing visitors to upper Main Street and China Bridge parking spaces, encouraging them to walk the length of Main Street.
   d. Co-promotions with Chamber, Utah Office of Tourism, etc. of specific specials, i.e. "early bird" dinner special.

e. Media – The HPCA logo and sponsorship credits will be provided in all media placement that the PSSM currently employs, including but not limited to:
   i. Print ads (10 plus publications). PSSM to submit media/PR yearly recap to Park City;
   ii. Ads, links or info listings on 20 Utah tourism, business and special internet websites;
   iii. Periodic television coverage;
   iv. Radio spots and promotions;
   v. Website spots, summer guides, fairs, non-profit organization calendar listings;
   vi. Email blasts to 7,500+ subscribers; and
   vii. Social media and blogspot posts.

6. Review(s) – PSSM agrees to:
   a. Approval of supplemental plan & review of specific operational plan
   b. Debrief of Market - is Market being operated consistently with service contract and Council goals
   c. Mid-Event Review –A mid-event review, which will consist of a Managers Report to City Council or Work Session by August 23, 2013.
   d. Financial information regarding contributions to PSSM pursuant to this Agreement made available to City

7. Demonstrated & Measurable success – The following performance measures will be considered as part of the annual Supplemental Plans:
   a. Attendance – average attendance targets shall be established and verified annually by staff and PSSM
   b. Quantify Marketing & PR Value – of at least $150,000
   c. Reduced impacts to local business-– PSSM shall present a variety of promotional opportunities for local businesses and HPCA members to participate in. PSSM will summarize efforts and participation in a report to Park City at the annual review.
   d. Community support – PSSM shall report at the annual review, the year-round efforts to support the community at-large, non-profits and Park City youth programs.
   e. Environmental impacts - PSSM will continue its Zero Waste and bike valet program and include in the final report.
   f. Community benefits – PSSM shall conduct a limited survey of market attendees geared at measuring benefit to local community. Park City reserves the right to provide input to said survey and methodology, and changes shall be mutually agreed upon. This should be conducted with requirements for UTIC funding.

8. Limitation on use of funds - PSSM shall provide financial reports at the annual review that will outline the use of funds tied directly to contributions received by PSSM from Park City pursuant to this Agreement. These contributions will not to be allowed for executive or director salaries.

9. Working Group – PSSM agrees to create a Working Group that will include at least: (a) two (2) HPCA representative; (b) two (2) PSSM representative; and (c) two (2) members of the Park City Council. The Working Group shall seek to promote and foster cooperation and communication between PSSM and the HPCA regarding PSSM's selection, inclusion and oversight of specific vendors that participate or have applied to participate in the 2013 Market and any other issues relevant to the 2013 Market.

9.1 Park City, Main Street Venue. Park City's Main Street shall be recognized as the headquarters of the 2013 Market.

9.2 Marketing and Public Relations – Press Releases and Promotional Materials. PSSM shall include a reference to "Park City, Utah" in all press releases made; and all promotional materials, and shall cooperate where possible in releasing joint public statements with the City and the HPCA promoting Park City, Utah generally. PSSM agrees to aggressively market residents and visitors to attend the Market on Main Street Park City, Utah using the following mechanisms:

A. www.parksillysundaymarket.com;
B. On-site event promotions; and
C. Weekly radio and TV spots; and
D. Weekly email blast and social media updates

9.3 Cooperation with Chamber Bureau and Business Associations. PSSM and Park City shall use best reasonable efforts to coordinate with the Park City Chamber Bureau and other business associations as the City staff may from time to time suggest, to solicit business support and minimize adverse impacts on the community.

E. FINANCIAL

10. Service Contract. Subject to annual budget appropriation, Park City hereby agrees to make the following annual contribution to PSSM towards the cost of the Market for the term of this contract:

(a) Annual cash payment for the following services ($ 65,000 Total):
  (i.) $30,000 will be for Marketing, Media, Cross Promotions and Public Relations as defined in Section D.9.4.
  (ii.) $10,000 will be for expanded Activities ad defined in Section D.9.3
  (iii.) $25,000will be for the Market north of Heber Avenue to 9th Street. This contribution is not to be used for any executive or director salaries but instead must be directly tied to operations and promotion of the Market.

(b) Annual fee waivers and Value in Kind, based on a combination of the following:
  (i.) Fee waivers – 2013 fees estimated at $20,385
  (ii.) $10,000 in Value in Kind – storage, capital improvements (power upgrade, equipment, contribution of additional city services etc.).

10.1 Park City agrees that this Agreement and all Park City's obligations and contributions shall be included in the City Manager's Recommended Budget delivered to the Park City Council on the first scheduled meeting in May and must be approved by the Park City Council no later than June 30 of each year. If such budget is not approved prior to June 30, PSSM and Park City shall meet and attempt to secure funds to make up for costs which were not approved in the budget. If such funds cannot be secured by November 15, PSSM may, at its option, terminate this Agreement upon ninety (90) days prior written notice, without recourse or further claims by Park City. Payment shall be by December 15 of each year. No payments shall be made to PSSM prior to approval of the Supplemental Plan. Similarly, should PSSM dissolve or file bankruptcy, PSSM may terminate this Agreement upon ninety (90) days prior written notice prior to that year's Market, without recourse or further claims by Park City.

10.2 PSSM agrees to keep and maintain its financial books and records in accordance with generally accepted accounting principles. The City or its independent auditor reserves the right to conduct its own annual audit of the financial books and records at reasonable times and places during ordinary business hours provided that thirty (30) days written notice of the audit is provided to PSSM and such notice contains a reasonable explanation for the audit. Any audit performed by Park City pursuant to this Agreement shall be performed at Park City's sole expense. If the contributions have not been used as agreed herein, the City shall be entitled to a full or partial refund of the amount. PSSM agrees to turn in all IRS forms, updated business plans, and other similar financial information by November 1, 2013.

F. INSURANCE AND RISK MANAGEMENT.

11. Indemnifications.

11.1 PSSM's Indemnity. PSSM shall indemnify and hold the City, and their agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution and/or performance of any terms of this Agreement. However, that if such claims are caused by or are the result of concurrent or contributory negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of PSSM. Nothing herein shall require PSSM to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence or intentional misconduct of the City, its agents, employees, and/or officers. PSSM expressly agrees that the indemnification provided herein constitutes the PSSM's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of PSSM claims or recovers compensation from the City for a loss or injury that PSSM would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement. Nothing herein shall waive any provision, defense or limitation of the Utah Government Immunity Act.

11.2 Waiver of Claims Against Park City. PSSM shall not make any claim against Park City or its officers, employees and agents with respect to any liability incurred by PSSM to any third person on account of bodily or personal injury or damage to or loss of property arising out of this Agreement, use of the Use Areas, or the Market, except to the limited extent such liability results from the willful misconduct of Park City, its officers, employees, or agents.

12. Insurance.

12.1 Insurance. PSSM shall procure and maintain at its own expense throughout the Exclusive Use Periods the following insurance:

(a) Workers' compensation insurance for PSSM employees, including statutorily required limits and other requirements of law.

(b) All employee benefit programs and overages required under ERISA, unemployment insurance and any other insurance required by state or federal laws.

12.2 PSSM Liability Insurance. Prior to commencement of any activity in Park City under this Agreement, PSSM shall procure and thereafter maintain during the entire period of such activity one or more policies of insurance providing all of the following coverage, whether by separate policies or by endorsement:

(a) Commercial general liability policy, with combined single limits of Two Million dollars ($2,000,000.00) per occurrence and Four Million Dollars ($4,000,000.00) in aggregate

(b) Liquor Liability Coverage Part on the commercial general liability policy;

(c) PSSM shall require any hired security company to provide a policy of liability insurance and name PSSM and Park City as name insured on the policy with limits set forth in 14.2(a).

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12.3 Additional Requirements. The insurance provided by PSSM pursuant to Section 14.2 of this Agreement

(a) Shall be written on an occurrence basis, and with respect to any coverage provided on a claims-made basis, shall be supplemented by a two (2) year tail policy for the limits applicable to the policy periods covered by such tail policy, which are approved by Park City, such approval not to be unreasonably withheld or delayed;

(b) Shall provide that Park City be named as additional insured with respect to liability arising out of or in connection with PSSM's activities under this Agreement, including those claims, set-offs, losses, damages, liabilities, fines and expenses that arise out of or in connection with the acts or omissions of Park City incident to PSSM's above-referenced activities, but not including the willful misconduct of Park City or its respective officers, employees or agents;

(c) Shall provide if reasonably possible that with respect to any covered claim arising under this Agreement, such insurance shall be primary coverage without reduction or right of set-off or contribution on account of any insurance provided by Park City for itself or for its officers or employees; and

(d) Shall provide if reasonably possible that such insurance shall not be altered or canceled without thirty (30) days' prior written notice to Park City.

12.4 Park City Liability. Nothing herein shall waive any provision, defense or limitation of the Utah Government Immunity Act.

G. MISCELLANEOUS.

13. License for Use of PSSM Marks. PSSM grants to Park City a license to use PSSM's emblem(s) and other trademarks for any non-commercial, governmental purpose, press release, and in internal Park City communications/reports. Such license shall be subject to restrictions prohibiting any commercial use of such marks.

14. License of Park City of Utah Logo, Name and Marks. Park City hereby grants PSSM a non-exclusive license to use for the effective term of this Agreement, any Park City-related symbols, emblems, marks, logos, trademarks, service marks, or pictures, paintings or likeness of the City, including without limitation the use of the (i) the name "Park City", and any variations thereof, (ii) the names of any officials of Park City, and (iii) the name and likeness of any buildings or grounds owned by Park City, in every case solely for the purposes of (a) broadcasting the Market, (b) providing map and way finding information, and (c) advertising or promoting the Market; but specifically excluding any license for the sale of any novelties or merchandise.

15. Photography and Broadcast Rights. PSSM shall have the non-exclusive right to arrange, conduct or permit commercial and noncommercial photography, filming, videotaping, television and radio transmission, and similar activities in and above the Use Areas during the Use Periods. PSSM shall have the non-exclusive right to record, to broadcast, and to permit media coverage of PSSM's activities in Park City with a Film Permit.

16. Sponsorships. PSSM shall have the exclusive right to sell sponsorships and supplierships of and other rights of affiliation with the Market and events staged or conducted by PSSM in the Use Areas.

17. Representations and Warranties.

17.1 Representations and Warranties of PSSM. PSSM hereby represents and warrants that (a) PSSM is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Utah, (b) PSSM has all necessary power and authority to enter into this Agreement and to perform its obligations hereunder, (c) the execution of this Agreement by PSSM and the performance by PSSM of its obligations hereunder have been duly authorized by all necessary corporate action, and (d) this Agreement has been duly executed and delivered by PSSM and is a valid and binding obligation of PSSM.

17.2 Representations and Warranties of Park City. Park City hereby represents and warrants to PSSM that (a) Park City validly exists, and is in good standing under the laws of the State of Utah, (b) Park City has all necessary power and authority to enter into this Agreement and to perform its obligations hereunder, and (c) the execution of this Agreement by Park City and the performance by Park City of its obligations hereunder have been duly authorized by all necessary action, including all reviews and approvals required by the City Council of Park City.

18. Unforeseen Circumstances. Either Party may terminate or suspend its obligations under this Agreement if such obligations are rendered impossible of performance by any of the following events to the extent such event is beyond the reasonable control of the party whose performance is prevented: Fire, flood, riot, earthquake, civil commotion, insurrection, Act of God, war or any law or supervening illegality. In any such event, such party shall not be liable to the other for delay or failure to perform its obligations.

19. Dispute Resolution. The Parties agree that any dispute arising in connection with the interpretation of this Agreement or the formulation or implementation of any of the Supplemental Plans or the performance of any party under this Agreement or otherwise relating to this Agreement shall be treated in accordance with the procedures set forth in this Section, prior to the resort by any party to arbitration or litigation in connection with such dispute. The dispute shall first be referred for resolution to Park City's City Representative and PSSM's Manager or other person designated by PSSM as exercising authority over the Use Areas. If such persons are unable to resolve the dispute, it shall then be referred for resolution to Park City's Manager Representative and PSSM's Managing Director. Either Party may invoke such procedures by presenting to the other party a "Notice of Request for Resolution of Dispute" (a "Dispute Resolution Notice") identifying the issues in dispute sought to be addressed hereunder. A telephone conference of such officers shall be held within three (3) days, or if an emergency meeting is requested, within eight (8) hours, after delivery of the Dispute Resolution Notice. In the event that such officers are unable to resolve the dispute, then upon delivery of a further Dispute Resolution Notice, either Party may require that the matter be referred for resolution to the City Manager of Park City and the Managing Director of the Market. A telephone conference of the City Manager of Park City and the Managing Director shall be held within (2) two days, or if an emergency meeting is requested, within eight (8) hours, after delivery of the further Dispute Resolution Notice. If the City Manager of Park City and the Managing Director are unable to resolve the dispute, then the Parties shall engage in nonbinding mediation with a mutually acceptable mediator to resolve the issue within three (3) days of the delivery of a further Dispute Resolution Notice. Both Parties shall share the costs of such mediation equally. In the event that the parties are unable to agree on a mediator, then each Party shall select one (1) mediator and the two mediators shall select a third mediator. Each Party shall bear the cost of the mediator chosen by that Party and the Parties shall share the costs of the third mediator. If the dispute involves the formulation or implementation of any of the Supplemental Plans contemplated under this Agreement, the parties agree that the persons outlined above who are authorized to attempt to resolve disputes shall consider the minimum requirements for each of the Supplemental Plans outlined in this Agreement along with reasonable supplementation of such minimum requirements in order to meet the purposes outlined in this Agreement.

20. Other Miscellaneous Terms.

20.1 Governing Law. This Agreement shall be construed in accordance with, and governed by the substantive laws of, the State of Utah, without reference to principles governing choice or conflicts of laws.

20.2 Severability. If any provisions or portions thereof of this Agreement shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement or the application of such provisions or portions thereof shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by the law, so long as the intent of the parties can be maintained.

20.3 Assignment and Delegation. Neither party may assign nor in any manner transfer the benefits of this Agreement or delegate its obligations under this Agreement without the prior written consent of the other party. Subject to the foregoing limitation, this Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors, agents, heirs and assigns.

20.4 Waiver. No action taken by either party shall be deemed to constitute a waiver of compliance by such party with any representation, warranty or covenant contained in this Agreement. Any waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver by such party of any subsequent breach.

20.5 Headings. The article and section headings herein are for convenience and reference only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

20.6 Consent. Unless otherwise specifically noted herein, the consent of any party to any action may be made in such party's sole discretion. All consents or approvals hereunder shall be given without delay by either party.

20.7 Entire Agreement. This Agreement, together with any attached Exhibits, constitutes the entire agreement between the parties hereto with respect to the subject matter contained herein, and there are no covenants, terms or conditions, express or implied, other than set forth or referred to herein. This Agreement supersedes all prior agreements between the parties relating to all or part of the subject matter herein.

20.8 No Third Party Beneficiaries. This Agreement is intended for the sole benefit of Park City and PSSM and there are no third party beneficiaries to this Agreement.

20.9 Notice. Unless otherwise specified herein, all Notices, requests, consents and demands required to be in writing, including any Dispute Resolution Notice (collectively referred to herein as a "Notice" or "Notices") shall be given to or made upon the parties at their respective addresses set forth below, or at such other address as a party may designate in writing delivered to the other parties. Unless otherwise agreed in this Agreement, all Notices, requests, consents and demands shall be given or made by personal delivery, by confirmed air courier, by facsimile transmission ("*fax*") (with a copy sent the same day by first-class mail), or by certified first-class mail, return receipt requested, postage prepaid, to the party or parties addressed as aforesaid. If sent by confirmed air courier, such Notice shall be deemed to be given upon the earlier to occur of the date upon which it is actually received by the addressee or the business day upon which delivery is made at such address as confirmed by the air courier (or if the date of such confirmed delivery is not a business day, the next succeeding business day). If mailed, such Notice shall be deemed to be given upon the earlier to occur of the date upon which it is actually received by the addressee or the second business day following the date upon which it is deposited in a first-class postage-prepaid envelope in the United States mail addressed as aforesaid. If given by fax, such Notice shall be deemed to be given upon the date it is actually received by the addressee.

If to Park City:
Economic Development Manager
Park City Municipal Corporation
PO Box 1480
445 Marsac Avenue
Park City, UT 84060-1480
Tel 435-615-5000
Fax 435-615-4901

With copies to:
City Attorney
Park City Municipal Corporation
PO Box 1480
445 Marsac Avenue
Park City, UT 84060-1480

If to PSSM:
Kimberly Kuehn – Executive Director
Park Silly Sunday Market
PO Box 684229
Park City, UT 84068

20.10 Reserved Police Power. The City expressly reserves, and PSSM expressly recognizes, the City's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the City may deem necessary in the exercise of its police power for the protection of the City may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

<u>20.11 Nondiscrimination</u>.

A. The City is an equal opportunity employer.

B. In the performance of this Agreement, PSSM will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. PSSM shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

C. PSSM will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

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

PARK CITY MUNICIPAL CORPORATION

______________________________ ______________________________

Dana Williams, Mayor ;

Approved as to Form:

____

Mark D. Harrington, City Attorney

Attest:

____

City Recorder

PARK SILLY SUNDAY MARKET

____
Kimberly Kuehn Executive Director

ACKNOWLEDGMENT

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

On this ______ day of ____, 2012, personally appeared before me _________________, who being duly sworn, did say that he is the _____________ for ______________________, and acknowledged to me that the preceding Agreement was signed on behalf of said company, and he acknowledged that the company did execute the same for its stated purpose.

____
Notary Public

Exhibit E- 1 – PSSM 2013 Use Areas

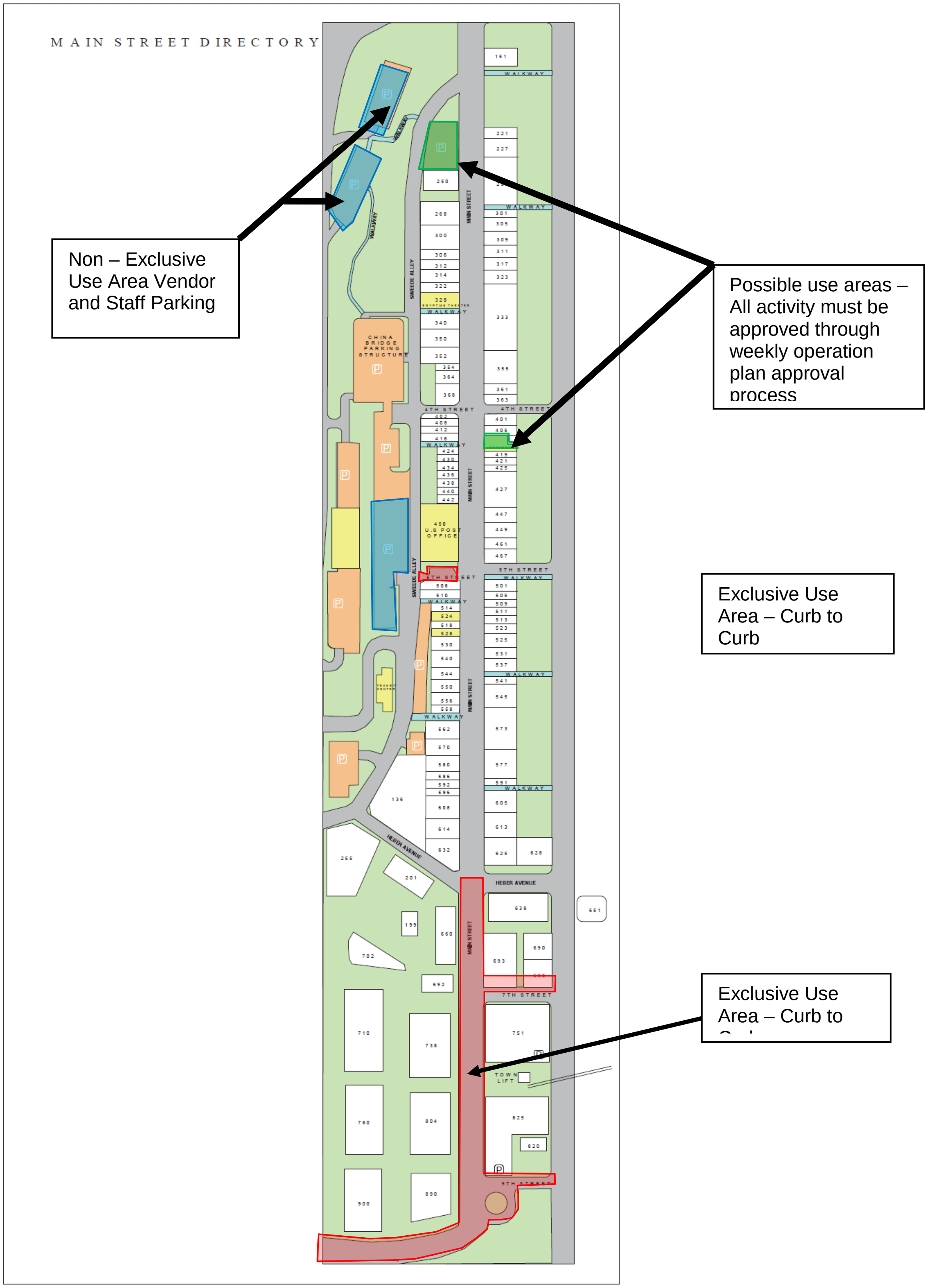
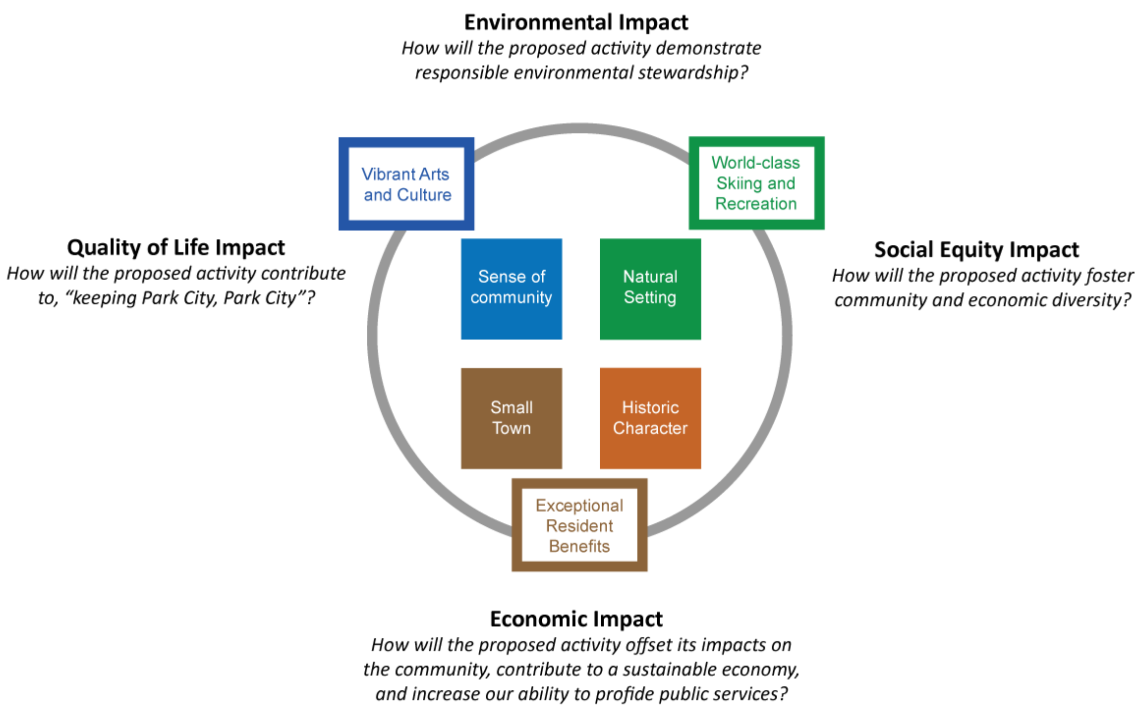


Exhibit B - Excerpt from the February 25, 2010 City Council report

The entire staff report can be found at:
(http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=3873):

The recent Community Visioning process developed an evaluative framework which identified multiple criteria essential to Park City's long term sustainability: economic impact, environmental impact, quality of life impact and social equity impact.



- *Economic Impact: Staff recognizes that a limited number of merchants have experienced negative financial impacts during market operations, especially those merchants whose businesses are not proximate to the Market. Staff believes that a long term contract with a series of operational and programming issues including programming upper Main Street and financial subsidies will mitigate these merchant impacts and have a positive economic impact on Main Street. In addition, staff recognizes the added benefits of supporting local entrepreneurship through a locally organized and operated Market, as well as the opportunity for local participation as vendors. There are added positive indirect benefits accruing to Park City in general from PSSM's strong marketing skills, including ongoing summer promotion of the Market by its organizers as a positive economic tool and contribution.*

- *Quality of Life Impact: The Market serves as a community meeting and gathering spot and provides an informal opportunity for community engagement. This occurs at the personal level as Parkites reconnect with neighbors and friends attending the market and enjoying the music. It also occurs at a more formal level through the free, nonprofit information booths provided by the market sponsors where residents can learn more about organizations, resources and services. This spotlight on nonprofit organizations highlight a key component of "what makes Park City, Park City". Finally, the overall funky atmosphere of the market contributes to a positive quality of life impact.*

- *Environmental Impact: The Market is a zero-waste market and is a model for other festivals and events. In addition to its on-site waste management and recycling practices, the Market also provides community education about these efforts through its nonprofit vendor booths and market exhibits. Additionally they promote walkability by providing a bike valet service.*

- *Social Equity Impact: Overall staff finds that the Market is neutral on its social equity impact. The Market employs local residents and interns throughout the summer and offers community information on programs and services that may foster social equity.*

Additionally, the Market provides the opportunity to implement Council's ongoing goal to experiment incrementally with the pedestrianization of Main Street on a temporary or partial basis – while ensuring enough activity and programming to justify the closure. The recommendation to move forward with a long term contract with the PSSM is based on its strong positive impacts as well as the ability to mitigate any potential negative impacts through this contract.