PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
February 28, 2019

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regular City Council meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Ave, Park City, Utah 84060 for the purposes and at the times as described below on Thursday, February 28, 2019.

CLOSED SESSION - 2:00 p.m.

To Discuss Property, Personnel, and Litigation

WORK SESSION

4:30 p.m. - Council Questions and Comments

4:45 p.m. - Discuss Special Service Contracts
Special Service Contracts Staff Report
Special Service Contract - Staff Report Attachment

BREAK - 5:45 p.m.

REGULAR MEETING - 6:00 p.m.

I. ROLL CALL

II. APPOINTMENTS

1. Consideration of Approval of the Appointment of Margaret Plane as Special Counsel within the City Attorney’s Office Pursuant to Municipal Code § 2-4-10
(A) Public Input (B) Action
Special Counsel Appointment Staff Report

III. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Staff Communications Reports

1. Summer Day Camp Registration
Summer Day Camp Staff Report

2. Special Events Update 2019
2019 Special Event Review Staff Report
Exhibit A: Special Event 2019 Comparison Analysis
Exhibit B: Draft 2019 Special Event Calendar

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

V. CONSIDERATION OF MINUTES

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

VI. CONSENT AGENDA

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

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

VII. OLD BUSINESS

1. Library Board Annual Report
   Library Annual Update Staff Report

2. Consideration to Authorize the City Manager to Execute the Professional Services Agreement, in a Form Approved by the City Attorney, with AECOM Technical Services, Inc. in an Amount Not to Exceed $418,945 to Provide Engineering and site Design for Park and Ride Improvements
   (A) Public Input (B) Action
   Park and Ride Contract Staff Report
   Exhibit A: Maps
   Exhibit B: Scope of Services

VIII. NEW BUSINESS

1. Consideration to Adopt Resolution 05-2019, a Resolution by the Park City Council to Endorse the Energy Innovation and Carbon Dividend Act
   (A) Public Hearing (B) Action
   Energy Innovation Act Resolution Staff Report
   Energy Innovation Act Resolution
   Energy Innovation Act Questions and Answers

2. Consideration to Approve Ordinance 2019-11, an Ordinance Approving the Residences at the Tower Condominiums Plat Located at 8680 Empire Club Drive, Park City, Utah
   (A) Public Hearing (B) Action
   Residences at the Tower Condominiums Staff Report and Ordinance

Residences at the Tower Condominiums Exhibits

3. Consideration to Approve the City Council Liaison Assignments for 2019
(A) Public Input (B) Action
2019 City Council Liaison List

4. 2019 Legislative Update

IX. ADJOURNMENT

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

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

Agenda Item No:

Council Agenda Item Report

Meeting Date: February 28, 2019
Submitted by: Jed Briggs
Submitting Department: Budget, Debt & Grants
Item Type: Work Session
Agenda Section:

Subject:
4:45 p.m. - Discuss Special Service Contracts

Suggested Action:
Over the years the Special Service Contract process has gone through several iterations and it’s good to reevaluate the process every once and while to make sure that it is the most effective at reaching Council’s goals and objectives. Staff recommends that Council review and give direction on a revamped Special Service Contract (SSC) process being proposed.

Attachments:
Special Service Contracts Staff Report

Special Service Contract - Staff Report Attachment

City Council
Staff Report

Subject: **Special Service Contracts**
Authors: **Jed Briggs**
Department: **Budget, Debt, & Grants**
Date: **February 28, 2019**
Type of Item: **Budget Policy**

Summary Recommendation:

Over the years the Special Service Contract process has gone through several iterations and it's good to reevaluate the process every once and while to make sure that it is the most effective at reaching Council's goals and objectives. After the last round of Special Service Contracts (SSC) were awarded – for a one year period only instead of the historical two-year award - Council directed staff to work with SSC liaison to discuss possible changes and return to Council prior to the FY2020 budget process. Staff recommends that Council review and give direction on a revamped Special Service Contract process being proposed. If Council directs staff to change the Special Service Contract process, staff will update the Park City Municipal Administrative Policies and bring that to City Council during the budget process for review and possible adoption.

Background:

Special Service Contracts

As part of the budget process, the City Council appropriates funds to contract with nonprofit organizations offering services consistent with the needs and goals of the City. According to City policy and State law, up to one percent of the City's total combined operating budget may be allocated. Payment may take the form of cash payment and/or rent contributions for the lease of City property in exchange for the value of in-kind services. The budget for Special Service Contracts for FY 2019 is $590,000. Special Service Contracts are awarded through a competitive application process. A request for applications (RFA) is issued and announced through local media. Applications are accepted through and submitted to the Special Service Contract Subcommittee for review. The Subcommittee last year included Council liaisons Mayor Beerman and Council Member Henney, as well as City staff.

The selection process involves an examination of each application to determine how well it fits the criteria outlined in the City's Public Service Contract Policy and matches with Councils goals and priorities. The applications are then evaluated based on the outcome of the criteria match. Using this evaluation, the Subcommittee makes a recommendation to City Council to allocate funding available in the Special Service Contract budget. In allocating funds, the Subcommittee examines additional criteria to determine if funding for some applications should be adjusted. These criteria consist of whether the total allocation was sufficiently distributed among the service contract categories, the number of beneficiaries, whether certain gaps in community service are filled, if City Council goals are advanced, and whether the service would be provided by the City in the absence of it being provided through a non-profit organization.

A full summary with justifications and program descriptions from the Special Service Contract Subcommittee is found in *Attachment A*, where the graph in *Attachment B* shows the recommended funding as allocated by category.

Analysis:

Special Service Contract Restructure

Typically the Special Service Contracts are awarded as two-year contracts in order to mirror the two-year budget cycle. However, last year the committee recommended that awards were made for the first year only. The committee recommended that Council and staff hold additional work sessions before the budget process in order to explore the effectiveness of the Special Service Contracts, the evaluation criteria, and the best use of funds which advance the City's goals.

In addition, the City has been contracting out to non-profits through this process for several years now and there is concern that maybe the process has grown somewhat stagnant. The worry is that non-profits become dependent on this financing rather than looking for ways to self-fund. There is also an inherent propensity to want to fund services that have been funded in the past due to tradition. Questions arise: Are the services being provided really helping the City reach its strategic goals and objectives? Are we being as dynamic as we can with limited taxpayer dollars? Are there services being provided that are essential to what the City does and don't need to go through this type of process? Many non-profits provide social equity type of services, how do we work to make sure that those services are being applied to the community's most pressing needs?

Staff met with liaisons Mayor Andy and Council Member Tim Henney to discuss the idea of changing up the process in the hope of helping the City to further its Community Critical Priorities and address some of the above questions. This proposal suggests breaking up SSC recipients into three categories: innovative grants, regular service contracts, and social equity services. For the next budget cycle we could use around $600k (as an example for now) as the total amount to illustrate how to break up the funding and still keep it under the 1% allowed by state code.

Innovation Grants ($200k)

Over the last several years Council has carried out innovation challenges with staff and community members that have been largely successful. Applying a similar methodology, the idea is to provide the community with a meaningful venue to deliver unique and innovative ideas focused on tackling challenges with regards to the Community Critical Priorities of Energy, Housing, Transportation, and Social Equity. The thought is by widening our intake of ideas, we'd be able to generate more community-driven solutions to critical community issues. Thus the proposal is to issue an RFA that specifies the need to provide creative solutions regarding the Community Critical

Priorities. The proposals would then be more focused and proactive than under the current SSC process. These would be 3-5 larger distributions that run from 1-3 years. They would change over time and would not be something that non-profits would become dependent on. This process would be done similar to the current SSC process where two Council liaisons working with staff would review proposals and recommend them to Council for approval.

Regular Service Contracts ($250k)

During the research for changing this process the idea was posed that many of the SSC recipients are doing work that the City deems necessary. It felt like there were several recipients that should be receiving funding from the City because the City needed or wanted those services all the time. Thus, the proposal here is that recipients of these types of contracts would be based upon Council-identified services that are core or essential to what the City is trying to achieve long-term. These are services that the Council feels like they would want to fund in the foreseeable future. These services would need to be identified by Council and a separate RFP for each type of service would then need to be issued. These services would fall into the regular BFO process and compete for funding with regular General Fund services, but would still fall under the 1% rule of funding for non-profits.

Social Equity Contracts ($150k)

As the City works to move the needle on social equity efforts it’s become clear that there’s many services provided by non-profits in the community that could be better coordinated through a centralized process. The PC Community Foundation is the Social Equity Community Convener working on the effort to provide a gap analysis, community needs assessment, and strategic plan on all things social equity. Once needs have been established the next step would be to determine how to apply funding and resources. Thus, it would make sense to allocate funding to an organization like PCCF so that they can redistribute funding back to these other non-profits based off the these recommendations. In this case, Council would just decide on the funding level to distribute, but not make recommendations on potential recipients.

Potential SSC Timeline

- Feb 28 – Propose New SSC Process
- March – Release New RFAs and RFPs
- April/May – Subcommittee Deliberate on Recipient Funding
- June 6 – SSC Recommendation

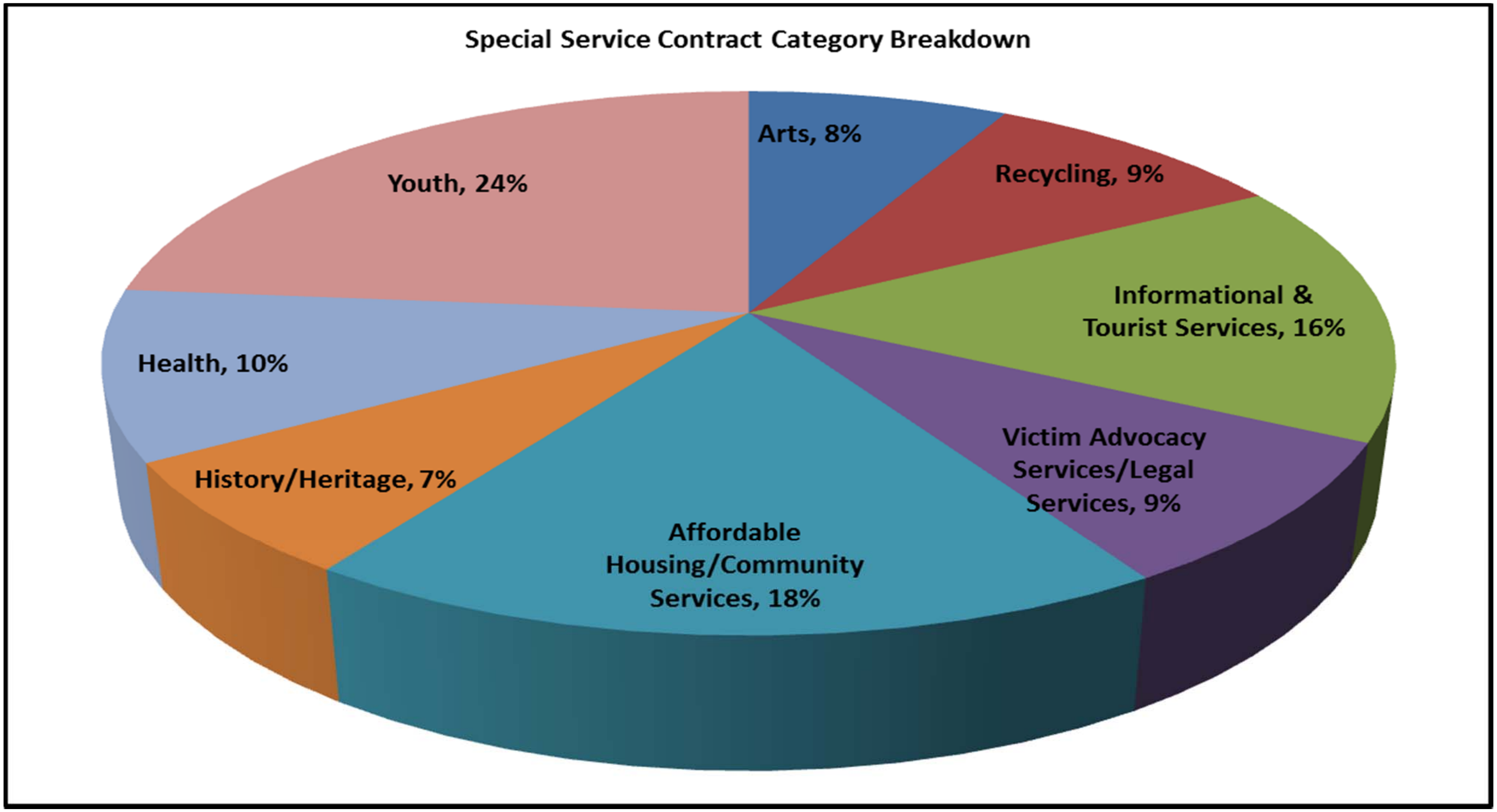
Department Review:

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

Attachment A – FY19 SSC Recommendation
Attachment B – SSC Funding Distribution
Attachment C – SSC Policy - p. 138

Applicant	Last Year Award (1 Year)	Current Request (1 Year)	Reccomended Award (1 Year)	Description
ArtsKids	$10,000	$20,000	$10,000	Art after school programming at six Park City schools.
Big Brothers/Big Sisters of Utah	$0	$10,000	$0	One on one mentoring program for disadvantaged PC youth.
Christian Center (Food Pantry)	$15,000	$12,500	$12,500	Christian Center runs a food pantry that served over 48,000 low-income individuals in 2015. Additionally they offer free dog food and supplies through their petCare program.
Christian Center (Emergency Assistance)	$0	$15,000	$15,000	Emergency Assistance program, provides assistance w/ coordinating services from different nonprofits.
EATS	$8,805	$13,000	$8,805	After School Program for children to learn to cook healthy.
Habitat for Humanity	$10,000	$20,000	$0	Home Buyers Readiness Program: education program for low to moderate income residents and workforce
Holy Cross Ministries	$15,000	$20,000	$15,000	New pilot program to serve the developmental and education needs of 0-3 year old children in addition to the existing program that serves 3-5 year old children.
Mountain Mediation	$13,750	$20,000	$15,000	Provides mediation for small claims cases, and free or low cost mediatino in other cases to enable parties to settle disputes in an effective collarborative manner.
Mountain Town Music	$0	$6,515	$0	Funding will be used to help offset the costs of Mountain Town Music's free concerts that occur within the Park City limits.
Mountain Trails	$5,000	$13,000	$10,000	Mountain Trails Foundation will use funds to prepare and groom approximately 30k of public, multi-use, non-motorized winter trails, daily reporting of trail conditions, and signage for the trails.
Mountainlands Community Housing Trust	$20,000	$25,000	$10,000	Its mission is “to create, preserve and advocate for affordable housing in Summit and Wasatch Counties”. MCHT now owns 281 affordable apartments and has completed 201 homes since 2003. It currently has 8 homes and 38 apartments under construction in Summit County. MCHT also has a transitional housing program to provide temporary housing for homeless individuals and families.
PandoLabs	$0	$40,000	$5,000	Empower entrepreneurs, mentors, government entities, and like minded NGOs to collaborate and share knowledge to strengthen and diversify the economy in Park City, the Wasatch Back range, and the State of Utah.
PC Chamber/Bureau	$85,000	$106,500	$85,000	The requested funds will be used to assist the Chamber/Bureau in the operation of two visitor centers in PC, 4th of July activities, Film Commission, and Sundance hosting
PC Education Foundation	$20,000	$25,000	$25,000	After school program - McPolin Elementary: Program focus on three areas academics, growth mindset, and community engagement
PC Film Council - Film Series	$5,000	$10,000	$7,500	The Film Council seeks funding for 2 programs: Books 2 Movies, and Reel and Community Series. Books 2 Movies is a collaborative partnership with the libarary to bring literature to children through film. The Reel Community Series exposes patrons to films that expand their view of the world and connects them to other members of the PC community.
PC Historical Society and Museum	$41,500	$44,750	$37,500	The funding requested will be used to keep the doors open 5 days a week and supports school field trips.
PC Historical Society and Museum - Mining	$2,500	$50,000	$0	Funds will be used towards the stabilization of the priority mine sites as defined by Memorandum of Understanding (MOU)
PC Institute (Formerly Performing Arts Foundation)	$10,000	$70,000	$15,000	Community outreach ; The PC Institute provides experiences that bring community members together to enjoy the arts.
PC Performances- Egyptian Theatre	$10,000	$25,000	$12,500	Half of the funding will go towards after school and summer youth theatre programming. The other half would support community programming and theatrical productions.
PC School District Adult ESL	$12,000	$13,850	$13,850	Funds to support the Adult ESL Education program, by providing nightly childcare for the children of the participants, staff for the Good Neighbors programs, and supplies.
PC Sister City Association	$8,445	$8,550	$8,550	The requested funds would be used for Community Development, Business and Trade (Meetings, paperwork, visa research, and consulate costs), PC High School Winter/Summer Exchange, Sister Citie International Youth Leadership Summit, and staffing.
PC Summit County Arts Council	$20,000	$45,000	$20,000	The funding request is to support cultural tourism and marketing campaigns, economic impact reports, art and culture networking meetings, website, operating costs, and public art advisory board.
PC Summit County Arts Council ; Extraordinary Request, Project ABC	$7,500	$0	$0	Project ABC
PC Tots	$50,000	$60,000	$40,000	Childcare offered at a well below market and flexible pay plans. The funding will help fund reduced tution for families. PC Tots runs 2 centers with 104 children enrolled.
Peace House, Inc.	$32,500	$40,000	$32,500	Peace House seeks funding to support their Domestic Violence Shelter and Outreach programs, Prevent Child Abuse programs, and their Clinical Therapy Program.
People's Health Clinic	$34,000	$40,000	$35,000	The People's Health Clinic serves the medical needs of those in PC who are uninsured, they are requesting funds to help offset their operational costs caused by serving the uninsured.
Recycle Utah	$45,000	$92,077	$50,000	Daily operations of the community drop off center and community collection events and education.
Summit Community Power Works	$0	$45,000	$25,000	Their stated mission is to inspire efficient energy use through practical and innovative programs to improve economic vitality and the environment.

Summit County Children's Justice Center	$10,000	$10,000	$10,000	Child Advocacy Organization provides crisis intervention, emergency medical exams, crime victim reparations, referral for support services, and judicial support.
Sundance Institute	$9,000	$12,500	$10,000	The Sundance Institute seeks funds to support their two programs Filmmakers in the Classroom and George S. and Dolores Dore Eccles Foundation Student Screening Program. Both programs seek to connect students with the independent filmmakers during the Sundance Film Festival.
Utah Avalanche Center	$5,000	$7,000	$5,000	Funds to support two programs: the daily avalanche advisories for Wasatch and Uinta ranges and the Know Before You Go Avalanche Awareness Program (KYBG).
Youth Sports Alliance	$12,000	$20,000	$12,500	YSA seeks funds to support their Get Out and Play Program. These funds will be used to increase participation by low income students by helping to provide transportation, enrollment fees, program coordinator, translator, health snacks, and advertisement.
Total	$517,000	$940,242	$546,205	



Agenda Item No:1.

Council Agenda Item Report

Meeting Date: February 28, 2019
Submitted by: Mark Harrington
Submitting Department: Legal
Item Type: Staff Report
Agenda Section:

Subject:
Consideration of Approval of the Appointment of Margaret Plane as Special Counsel within the City Attorney's Office Pursuant to Municipal Code § 2-4-10
(A) Public Input (B) Action

Suggested Action:

Attachments:
Special Counsel Appointment Staff Report

City Council
Staff Report

Subject: **Appointment of Special Counsel**
Author: **Mark Harrington, City Attorney**
Department: **City Attorney's Office**
Date: **February 28, 2019**
Type of Item: **Advice and Consent**

Summary Recommendation

Approve the appointment of Margaret Plane as Special Counsel pursuant to Municipal Code of Park City § 2-4-10.

Background

Following the resignation of the Assistant City Attorney earlier this year, the City Attorney evaluated temporarily extending existing contract services of outside counsel, filling the vacancy immediately by contract, or proceeding with a recruitment of the Attorney V position. As part of that evaluation with various municipal attorneys, a discussion ensued with Salt Lake City Attorney Margaret Plane regarding a possible immediate shift to Park City. Following an interview with Mayor Beerman, Plane tentatively agreed to a Special Counsel appointment subject to the advice and consent of the Park City Council. The timing was an important factor as Plane desired to provide the Salt Lake City Mayor and City Council with as much notice as possible.

Analysis

If the appointment is approved, Plane will serve as Special Counsel to Park City under Municipal Code of Park City § 2-4-10. "Special Counsel" is a position identified in Park City Municipal Code which authorizes the Mayor and Council to provide additional support to the City Attorney's office. Unlike the independent special counsel that the United States Attorney General may appoint to investigate a criminal matter, Special Counsel under PCMC is an additional resource that the City Council may employ. The title "Special Counsel" is used by law firms (often to identify a specific relationship with the firm) and all levels of government (often to identify a specific role or expertise within the organization).

Plane currently resides in Park City and has agreed to start on March 11, 2019.

Plane will immediately split duties with the City Attorney consistent with Park City's dynamic team leadership model. The move will allow the department to more efficiently adapt to service needs and to be more responsive to the community's Critical Priorities. Plane's responsibilities will include advising the Mayor, City Council and all Boards and Commissions, joining the Executive Team with the City Manager and Assistant City Manager, and significant project and litigation management. The move will allow the City Attorney, at the Mayor's request, to focus more on land use and Community Development matters. No other staff changes are anticipated.

Funding Source

Plane's initial salary will be covered by existing funds within the City Attorney's budget, primarily relying upon the current vacancy of the Assistant City Attorney V position. Plane's salary is proposed at $150,000, plus benefits. The Mayor and City Attorney will propose long-term position as part of the City's upcoming budget cycle.

Attachments

Attachment 1 – Bio Margaret Plane
Attachment 2 – Park City Municipal Code § 2-4-10

Attachment 1 – Bio Margaret Plane

As the Salt Lake City Attorney, Margaret D. Plane advises the executive and legislative branches on all matters of city government. Before being appointed City Attorney, Ms. Plane represented the City in general civil litigation. She previously served as legal director of the American Civil Liberties Union of Utah, where she litigated civil liberties cases and directed the local organization's lobbying activities.

Ms. Plane is the Utah Delegate to the American Bar Association and the treasurer of the Aldon J. Anderson American Inn of Court. She chaired an Ethics and Discipline Committee screening panel; served as co-chair of the Utah Supreme Court Committee on the New Lawyer Training Program; and served as president of Women Lawyers of Utah. She has been recognized as Mentor of the Year (WLU); Young Lawyer of the Year (YLD); Committee of the Year (USB): and as a Fellow of the American Bar Association.

After graduating from the S.J. Quinney College of Law at the University of Utah, Plane clerked for the Honorable Judge Pamela T. Greenwood on the Utah Court of Appeals. During law school, she served as managing editor of the Journal of Land, Resources, and Environmental Law. She received a B.A. in Philosophy and German from Rollins College in Winter Park, Florida, and an M.A. in Philosophy from the University of Utah.

Attachment 2 – Park City Municipal Code § 2-4-10

2-4-10 City Attorney

The Mayor, with the advice and consent of the Council, shall appoint a City Attorney to serve at the pleasure of the Mayor and Council. The City Attorney shall be an attorney at law, and must, during his tenure, be duly admitted to the practice of law in Utah. The City Attorney shall be the legal representative of the City and he or she shall advise the Mayor, City Council and City officials in matters relating to their official powers and duties and perform such other duties as the Mayor and City Council may prescribe by ordinance, resolution or otherwise. The Mayor, with the advice and consent of the City Council, may provide the City Attorney such assistance as the City Council may deem necessary, and may, on its own motion or upon request of the City Attorney in special cases, employ special counsel to serve under the direction of the City Attorney. The Mayor, with the advice and consent of the City Council, shall establish compensation for the City Attorney and special counsel.

A. ATTORNEY DUTIES – CITY PROSECUTOR. An attorney assigned as public prosecutor for the City:

1. may prosecute violations of City ordinances;

2. may prosecute, under state law, infractions and misdemeanors occurring within the boundaries of the City;

3. has the same powers in respect to violations as are exercised by a county attorney or district attorney, except that the City public prosecutor’s authority to grant immunity shall be limited to:

    a. granting transactional immunity for violations of City ordinances; and
    b. granting transactional immunity under state law for infractions and misdemeanors occurring within the boundaries of the City.

4. shall represent the interests of the state or the City in the appeal of any matter prosecuted in any trial court by the City prosecutor; and

5. may cooperate with the office of the Attorney General during investigations.

HISTORY
Amended by Ord. 09-24 on 7/9/2009

Council Agenda Item Report

Meeting Date: February 28, 2019
Submitted by: Ken Fisher
Submitting Department: Recreation
Item Type: Staff Report
Agenda Section:

Subject:
Summer Day Camp Registration

Suggested Action:

Attachments:
Summer Day Camp Staff Report

City Council
Staff Communications Report

Subject: **Summer Day Camp Registration for City Residents**
Author: **Jessica Moran, Recreation Supervisor**
Department: **Recreation**
Date: **February 28, 2019**

Park City Recreation's Summer Day Camp is a state licensed program through the Utah Department of Childcare Licensing. In accordance with state licensing requirements, the number of participants in the camp is based on building capacity. Currently the camp may have a maximum of 78 kids per day. The ages of the participants range from 5 to 12 years old and they live in Park City, Snyderville Basin and Summit County. A few summer visitors also utilize the camp for daily and weekly registrations. Currently, 28% of all summer camp enrollments reside in the 84060 area code.

Each summer there are both city and county residents that want their children to attend Summer Day Camp but are unable due to space limitations. When registration opens on April 1st each year, Summer Day Camp typically sells out within the first hour. Last year there was a brief discussion at City Council about implementing an early registration period for city residents that want to utilize the Summer Day Camp program, giving priority to Park City residents over others.

The existing early registration period for Summer Day Camp gives priority to **full summer campers** that were registered as full summer campers the year prior. Full summer campers are often kids of working parents who require full-time care, and allowing them to register early means these parents have peace of mind that there will be space for their child. In 2018, early registration was also extended to those in the Fee Reduction and Salomon Fund programs. Last summer, 33 full summer campers took advantage of early registration, including 12 fee reduction/Salomon Fund participants.

If an early registration period for City residents was implemented, it would create the following administrative challenges for the department:

- The online registration system requires patrons to set up an account to register, and verifies residency based on the address entered. It would be possible for people to use a fake address to access the early registration.
- In order to verify residency the department would need to have people come to a registration night & bring proof of residency, essentially taking away the convenience of registering online.
- Historically, we have limited full summer camper spots in order for others that just need certain weeks & days to have an opportunity to also attend the camp. Last year, 51 of the 78 total spots were taken by full summer campers. If the camp were filled with full summer campers there would be a revenue impact as the full summer camper pays a lower overall rate than weekly & daily campers.

- There is not a fee differential for participants if they live outside of Park City limits. Fee differentials are only permitted for those residing outside of the Park City School District per the Joint Use Agreement for Recreation. According to a survey done at the end of the 2018 camp, only 26% of respondents reported living in the 84060 zip code but 46% of respondents *worked* in the 84060 zip code.
- Currently we don't offer early registration for city residents in any of Park City Recreation programs. Basin Recreation also doesn't offer early registration to their constituents. There is nothing in the "Joint Use Agreement for Recreation" that would limit either entity from implementing an early registration period if desired. In an effort to maintain the overall positive relationship between Basin Recreation and the City, staff doesn't think offering early registration based on where you live to be a positive development for that relationship.
- In 2018, 45% of full summer registrants lived in the 84060 zip code. Of those waitlisted for full summer, only 4 of the 16 were 84060 residents.

Fees: 2019 Day Camp Rates are as follows:

Full Summer Camper: $1950
Weekly Camper: $215
Daily Camper: $53

2019 Fee Reduction Program Fees
Full Summer Camper: $585
Weekly Camper: $65
Daily Camper: $16

Recommendation: For this summer recreation staff recommends that the registration process remains the same as last summer. Early registration will be only for those that are registered through the Salomon Fund and those that were full summer campers from the previous summer. Staff will continue to monitor registrations this summer and reevaluate the registration process & participants at the end of the summer. Staff believes that offering an early registration program is an unnecessary over correction that could change the positive relationship between the Recreation Department and Basin Recreation.

Should Council wish to discuss this item in more detail or if Council is not supportive of the current policy, Council can direct staff to return in a work session on March 14, prior to the April 1 registration opening.

Agenda Item No:2.

Council Agenda Item Report

Meeting Date: February 28, 2019
Submitted by: Jenny Diersen
Submitting Department: Sustainability
Item Type: Staff Report
Agenda Section:

Subject:
Special Events Update 2019

Suggested Action:
The following information is being provided as an update to City Council. The Council can direct staff to return in a subsequent meeting if Council seeks additional information or discussion.

- Special event statistics and data compared to 2018 - not limited to number permits and caps on level of events;
- 2019 Event Calendar – Development, Balance and Overview including challenges, opportunities of the new process and analysis of the new process.

Attachments:
2019 Special Event Review Staff Report

Exhibit A: Special Event 2019 Comparison Analysis

Exhibit B: Draft 2019 Special Event Calendar

City Council
Staff Report

Subject: **2019 Special Event Process and Calendar Analysis**
Author: **Jenny Diersen, Special Events & Economic Development Program Manager**
Department: **Special Events & Economic Development**
Date: **February 28, 2019**
Type of Item: **Staff Communication**

Summary Recommendation

The following information is being provided as an update to City Council. The City Council can direct staff to return in a subsequent meeting if Council seeks additional information or discussion:

- Special event statistics and data compared to 2018 - not limited to number permits and caps on level of events;
- 2019 Event Calendar – Development, balance and overview including challenges and opportunities of the new process as well as analysis of the new process.

Background

The City Council adopted significant amendments to section 4A Special Events of the Municipal Code on September 27, 2018. While there was a list of substantial changes in the amendments, the purpose was to increase mitigation tools for successfully managing the number and size of events. The intent was to shift the balance of competing community priorities - more in favor of slowing growth and mitigating impacts, while preserving a diverse and vibrant offering of recreational, community and cultural offerings. There is a detailed background which can be found here.

Analysis

Per section 4A-2-3 of the Municipal Code, Level 3, 4 and 5 events that apply by the first application deadline (December) shall be approved, approved with conditions or denied by the last City Council meeting in February. Additionally, according to section 4A-2-3.H, City Council shall review significantly changed or new event applications for Level 4 and 5 events. Staff did not receive any new or significantly changed Level 4 or 5 events at the first deadline, therefore as according to the municipal code, Council delegated their authority of approval and/or denial to staff of the applications we've received during this first application deadline. Any appeals (4A-2-3.K) of staff's action and findings would come to the City Council through a subsequent appeal process. Staff will take action on or before the last Council meeting in February per section 4A-2-3.C of the code.

For the next round of Special Event Applications, due on April 5, staff anticipates reviewing all calendar events through October including major summer events including 4th of July, Arts Festival, Autumn Aloft and Halloween. At this time, staff has not received notice of any substantial changes for returning major events, but is continuing to receive inquiries about new events.

- Special Event Data and Statistic Comparison Analysis (Exhibit A) –
    - 14 events not returning, 3 new events, at least 7 recurring events don't need permit as they are at resort bases and have been deregulated (RC/RD zone).
    - Staff anticipates permitting 62 events as compared to 86 in 2018, and event level limits (4A-2-3.K) are currently under or meeting annual restrictions.

Event Level Limits Per 4A-2-3.F	**Event Level Limits Anticipated in 2019**	**Examples of Events at Each Level**
Level 1 - unlimited	Level 1 - 19	Grand Menorah Lighting, Uncorked, Walk A Mile In Her Shoes
Level 2 - unlimited	Level 2 - 16	Sundance Summer Series, Back Alley Bash, Park City Trail Series
Level 3 - 17	Level 3 -10	Electric Light Parade, Latino Arts Festival, Running w Ed
Level 4 - 10	Level 4 - 9	Savor the Summit, Autumn Aloft, Wednesday Night Concert Series
Level 5 - 10	Level 5 - 8	4th of July, Arts Festival, Tour of Utah, Miners Day

- 2019 Event Calendar (Exhibit B)– Development, Balance, Overview & Analysis of Process
    - Staff has worked to reduce impacts of events and provide better balance to the calendar between major events such as Savor the Summit, Fourth of July, Triple Crown, Arts Festival, Tour of Utah, Miners Day, and Autumn Aloft. Both in part of staff working to coordinate with returning events, and because the events applicants chose to make changes because of extenuating circumstances, many events have worked with staff to reduce impacts and increase collaboration based on the new code and policy direction.
    - Council and staff acknowledged that the new code changes would not be a silver bullet. The positive changes of the new process have included streamlined application process. The consequences of the new process are that event applicants cannot provide final plans until closer to event dates. Consequently, staff will not have final plans for events until closer to the start date. All approvals under staff authority are conditioned upon final operational plans with no substantial changes.
    - Staff will continue to focus on community engagement to over communicate about all events, including enhanced community wide outreach for major events. The success of event mitigation and coordination is based on engagement, outreach and feedback.
    - Supplemental Plans for contracted summer events such as Arts Festival and Park Silly Sunday Market will continued to be reviewed by Council as per their contract agreements at subsequent meetings.

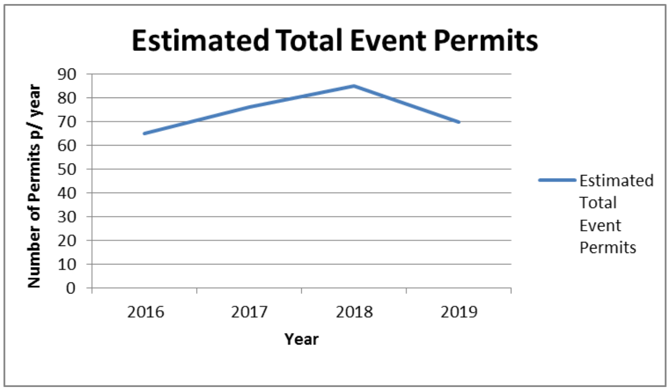
Funding

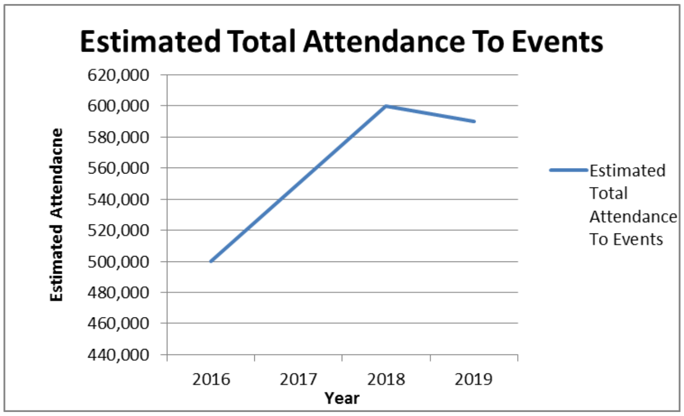
Fee Reduction Applications are due on April 1 for events occurring between July 1 and December 31, 2019. Additionally, staff anticipates bringing Special Event Fee Reduction Policy discussion back to Council this spring for refinements that align with Council's direction to further reduce Special Event Fee Reduction over the next 5 years to all events and better align with Council's priorities including Transportation, Social Equity and Sustainability. Special event costs are either covered by the event applicant or through PCMC's operational budget (through the General Fund). Fee reductions for events do not decrease the costs of event, but put pressure on individual City departments (General Fund) to absorb these costs. Fees that are paid by event applicants help to offset department budgets (General Fund) for cost of services.

Attachments

A Special Event Data and Statistic Comparison including Development, Balance, Overview and Analysis of Process
B 2019 Draft Special Event Calendar

Exhibit A - Special Event 2019 Calendar Preview & Update





2019

In 2019, Staff anticipates permitting 62 events as compared to 86 events in 2018. We have received 7 new event inquiries at this time, as compared to 14 new events inquires in 2018.

- Level One Events – 19 (for example: Uncorked Recycle Utah, Skate Jam Series, Field of Honor)
- Level Two Events – 16 (for example: Sundance Summer Series, Hike for Hunger, Moose Tracks Kids Race)
- Level Three Events – 10 (for example: Electric Light Parade, Arte Latino, Running with Ed)
- Level Four Events – 9 (for example: Savor the Summit, Shot Ski, Triple Crown, Park City Farmers Market)
- Level Five Events – 8 (for example: Park Silly Market, Arts Festival, Sundance, Fourth of July, Miners Day, Tour of Utah)
- City Service Contract Events – 4 (Arts Fest, Park Silly Sunday Market, Triple Crown & Sundance)
- First Amendment Events – 2 (St. Mary's Procession, Cube of Truth)

New events that are anticipated to be approved:

1. 2019 World Championship (approved by Council in December)
2. PC Food and Wine Stroll (October) – Level 2 Special Event
3. School Nurses Association 5K (May) – Level 1 Special Event

Events that inquired that did not apply:

1. Utah Roundnet Spikeball Tournament at City Park Fourth of July weekend – moved to Summit County
2. RV Tradeshow proposed at Quinn's Junction – did not proceed with application
3. Tri-Utah Gravel Race – did not proceed with application

4. People's Health Clinic 20th Celebration Concert proposed in China Bridge – did not proceed with application
5. Adrenaline Lacrosse Tournament (4th of July weekend) – moved to County

The following events are not returning to Park City in 2019:

1. Respect Rally Park City (one time event)
2. Winterfest Olympic Opening Celebration & Parade (one time event)
3. Rev Tour at PCMR– Level 2 Special Event (event is in in Resort Development (RD) Zone, Permit not required per 4A-2-1.3)
4. Junior Nationals at PCMR – Level 2 Special Event (event is in in Resort Development (RD) Zone, Permit not required per 4A-2-1.3)
5. NORAM Cup at PCMR – Level 2 Special Event (event is in in Resort Development (RD) Zone, Permit not required per 4A-2-1.3)
6. March for Our Lives (one time event)
7. March for Science – Level 3 event (no longer hosting event)
8. Thin Air Innovation Festival – Level 3 event (no longer hosting the event)
9. PC Mountain Live Music – Level 1 event - (event is in in Resort Development (RD) Zone, Permit not required per 4A-2-1.3)
10. Firecracker Baseball – Level 2 event – (withdrew application - not returning)
11. Utah High School Cycling League – Level 3 event – (race schedule wouldn't allow them to schedule in Park City)
12. Classic Car Show on Lower Main Street – Level 2 event (Moved to County -Quarry Village)
13. Kids Adventure Games – Level 2 event (Moved back to County - Canyons Village)
14. Motherlode Canyon Band 25th Anniversary Concert (one time event)

Staff has worked to reduce impacts of events and provide better balance to the calendar between major events such as Savor the Summit, Fourth of July, Triple Crown, Arts Festival, Tour of Utah, Miners Day, and Autumn Aloft. Both in part of staff working to coordinate with returning events, and because the events applicants chose to make changes because of extenuating circumstances, many events have worked with staff to reduce impacts and increase collaboration based on the new code and policy direction. For example:

- Deer Valley Music Festival worked in collaboration with PCMC to move dates of concert did not conflict with July 4, moving their concert to July 5 to reduce transportation and public safety impacts on a peak time period;
- Walk A Mile in Her Shoes, while looking to grow in the future and gain exposure, withdrew an original request for an additional road closure on Main Street on Labor Day weekend that was proposed to bring 1,000 participants to Main Street. They will look to furthering discussion on how to plan to gain visibility and size of their event in the future with staff after the opening of their new facility and getting through this year's status quo event;
- Tour of Utah has proposed to reduce impacts to the City specifically, proposing to move Saturday Stage start and finish to Canyons Village, no longer requiring a road closure on State roads in Park City on the Saturday stage of the race.
- Savor the Summit, based on national food and wine calendar, has requested to move their event back one week further into the calendar. This allows events such as Arte Latino, to stand on their own.

Council and staff acknowledged that the new code changes would not be a silver bullet. The positive changes of the new process have included streamlined application process. Streamlining the review process to happen all at once allows staff to concurrently work on event plans, instead of one by one. The consequences of the new process are that event applicants cannot provide final plans until closer to event dates. For example many summer events do not yet have final vendors, sponsors, site maps etc. Consequently, staff will not have final plans for events until closer to the start date. Per section 4A-2-3 of the municipal code, events shall be approved by last Council meeting in February for events that applied by the first Friday in December. All approvals under staff authority are conditioned upon final operational plans with no subsequent changes.

2018

The Special Events Department permitted 86 events in 2018.

- 11 events did not return from previous years or withdrew applications.
- 12 new events were approved by staff or Council.
- Level One Events – 16 (for example: Walk a Mile In Her Shoes, Uncorked Recycle Utah, Skate Jam Series)
- Level Two Events – 28 (for example: Sundance Summer Series, Hike for Hunger, Moose Tracks Kids Race)
- Level Three Events – 24 (for example: Miners Day, 4th of July, Halloween, Autumn Aloft, Deer Valley Music Festival, Savor the Summit, Big Stars Bright Nights)
- City Service Contract Events – 4 (Arts Fest, Park Silly Sunday Market, Triple Crown & Sundance)
- First Amendment Events – 4 (Women's March, March for Science, PANDOS March, St. Mary's Procession)

New Events that were approved in 2018 included:

1. Park City Respect Rally – Level 3 First Amendment Event
2. PANDOS March – Level 1 First Amendment Event
3. March for Science – Level 3 First Amendment Event
4. Moose Tracks Kids Trail Run –Level 2 Event
5. Kids Adventure Games –Level 2 Event
6. Noches De Verano Music Series – Level 1 Event
7. 1033 Foundation Motorcycle Ride – Level 2 Event
8. Utah High School Mountain Bike Race – Level 3 Event
9. Early Season Concert at PCMR – Level 3 Event
10. Grand Menorah Lighting – Level 1 Event
11. Peace House Ground Staking – Level 1 Event (one time)

Events that did not return in 2018:

1. Discrete Series at Deer Valley (moved to another location)
2. Park City Food and Wine Classic
3. Old Town Hoedown (one time event)

January 2019

January 2019

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	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Dec 30 - Jan 5	**Dec 30**	**31**	**Jan 1, 19** **PEAK TIME PERIOD**	**2**	**3**	**4**	**5**
Jan 6 - 12	**6**	**7**	**8**	**9**	**10**	**11**	**12**
Jan 13 - 19	**13**	**14**	**15**	**16**	**17**	**18**	**19**
Jan 20 - 26	**20**	**21**	**22**	**23**	**24** **PEAK TIME PERIOD** **Sundance Film Festival**	**25** **Sundance Film Festival**	**26** **Cube of Truth;** Miners Park **Sundance Film Festival**
Jan 27 - Feb 2	**27** **PEAK TIME PERIOD** **Sundance Film Festival**	**28** **Sundance Film Festival**	**29** **Sundance Film Festival**	**30** **Sundance Film Festival**	**31** **Sundance Film Festival**	**Feb 1**	**2**

February 2019

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	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Jan 27 - Feb 2	**Jan 27**	**28**	**29**	**30**	**31**	**Feb 1** **PEAK TIME PERIOD** **2019 World Championships** **Sundance Film Festival**	**2** **2019 World Championships** **Sundance Film Festival**
Feb 3 - 9	**3** **2019 World Championships** **Sundance Film Festival**	**4** **2019 World Championships**	**5** **2019 World Championships**	**6** **2019 World Championships**	**7** **2019 World Championships**	**8** **2019 World Championships**	**9** **2019 World Championships**
Feb 10 - 16	**10** **2019 World Championships**	**11**	**12**	**13**	**14**	**15** **Cube of Truth;** Miners Park, Main Stree	**16** **PEAK TIME PERIOD**
Feb 17 - 23	**17** **PEAK TIME PERIOD**	**18**	**19**	**20**	**21**	**22**	**23**
Feb 24 - Mar 2	**24**	**25**	**26** 8:00am 8:30am REV TOUR - PARK CI	**27** 8:00am 8:30am REV TOUR - PARK CI	**28** 8:00am 8:30am REV TOUR - PARK CI	**Mar 1**	**2**

March 2019

March 2019

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April 2019

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	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Feb 24 - Mar 2	**Feb 24**	**25**	**26**	**27**	**28**	**Mar 1** **FULL MOON SNOW SHOE;** MCPOLIN F 8:00am 8:30am REV TOUR - PARK CI	**2** 12:00am 12:30am PCMR SPRINT CONC
Mar 3 - 9	**3** 12:00am 12:30am PCMR SPRINT CONC	**4** 12:00am 12:30am PCMR SPRINT CONC	**5** 12:00am 12:30am JUNIOR NATIONALS; 12:00am 12:30am PCMR SPRINT CONC	**6** 12:00am 12:30am JUNIOR NATIONALS; 12:00am 12:30am PCMR SPRINT CONC	**7** **Red, White and Snow;** Stein Ericksen Lodge, Montage, St Regis, Private Homes 12:00am 12:30am JUNIOR NATIONALS; 12:00am 12:30am PCMR SPRINT CONC	**8** 12:00am 12:30am JUNIOR NATIONALS; 12:00am 12:30am PCMR SPRINT CONC	**9** 12:00am 12:30am JUNIOR NATIONALS; 12:00am 12:30am PCMR SPRINT CONC
Mar 10 - 16	**10** 12:00am 12:30am JUNIOR NATIONALS; 12:00am 12:30am PCMR SPRINT CONC	**11** 12:00am 12:30am JUNIOR NATIONALS; 12:00am 12:30am PCMR SPRINT CONC	**12** 12:00am 12:30am JUNIOR NATIONALS; 12:00am 12:30am PCMR SPRINT CONC	**13** 12:00am 12:30am JUNIOR NATIONALS; 12:00am 12:30am PCMR SPRINT CONC	**14** 12:00am 12:30am JUNIOR NATIONALS; 12:00am 12:30am PCMR SPRINT CONC	**15** 12:00am 12:30am JUNIOR NATIONALS; 12:00am 12:30am PCMR SPRINT CONC 8:00am 8:30am Cube of Truth; Miners	**16** 12:00am 12:30am PCMR SPRINT CONC
Mar 17 - 23	**17** 12:00am 12:30am PCMR SPRINT CONC	**18** 12:00am 12:30am PCMR SPRINT CONC	**19** 12:00am 12:30am PCMR SPRINT CONC	**20** 12:00am 12:30am PCMR SPRINT CONC	**21** 12:00am 12:30am PCMR SPRINT CONC	**22** 12:00am 12:30am PCMR SPRINT CONC	**23** 12:00am 12:30am PCMR SPRINT CONC 12:00am 12:30am SPRING GRUV CONC
Mar 24 - 30	**24** 12:00am 12:30am PCMR SPRINT CONC	**25** 12:00am 12:30am PCMR SPRINT CONC	**26** 12:00am 12:30am Noram Cup; PCMR 12:00am 12:30am PCMR SPRINT CONC	**27** 12:00am 12:30am Noram Cup; PCMR 12:00am 12:30am PCMR SPRINT CONC	**28** 12:00am 12:30am Noram Cup; PCMR 12:00am 12:30am PCMR SPRINT CONC	**29** 12:00am 12:30am Noram Cup; PCMR 12:00am 12:30am PCMR SPRINT CONC	**30** 12:00am 12:30am Noram Cup; PCMR 12:00am 12:30am PCMR SPRINT CONC
Mar 31 - Apr 6	**31** 12:00am 12:30am Noram Cup; PCMR 12:00am 12:30am PCMR SPRINT CONC	**Apr 1**	**2**	**3**	**4**	**5**	**6**

April 2019

April 2019

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May 2019

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	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Mar 31 - Apr 6	**Mar 31**	**Apr 1** 12:00am 12:30am Noram Cup; PCMR 12:00am 12:30am PCMR SPRINT CONC	**2** 12:00am 12:30am Noram Cup; PCMR 12:00am 12:30am PCMR SPRINT CONC	**3** 12:00am 12:30am Noram Cup; PCMR 12:00am 12:30am PCMR SPRINT CONC	**4** 12:00am 12:30am Noram Cup; PCMR 12:00am 12:30am PCMR SPRINT CONC	**5** 12:00am 12:30am Noram Cup; PCMR 12:00am 12:30am PCMR SPRINT CONC	**6** 12:00am 12:30am Noram Cup; PCMR 12:00am 12:30am PCMR SPRINT CONC
Apr 7 - 13	**7** 12:00am 12:30am Noram Cup; PCMR	**8** 12:00am 12:30am Noram Cup; PCMR	**9**	**10**	**11**	**12**	**13**
Apr 14 - 20	**14**	**15**	**16**	**17**	**18**	**19**	**20**
Apr 21 - 27	**21**	**22**	**23**	**24**	**25**	**26**	**27**
Apr 28 - May 4	**28**	**29**	**30**	**May 1**	**2**	**3**	**4**

May 2019

May 2019

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June 2019

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	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Apr 28 - May 4	**Apr 28**	**29**	**30**	**May 1**	**2** **New Event School Nurse 5k**	**3**	**4** **Moose on the loose;** Quinn's
May 5 - 11	**5**	**6**	**7** **Midweek MTB Series**	**8**	**9**	**10**	**11**
May 12 - 18	**12**	**13**	**14**	**15**	**16**	**17**	**18** **Running with ED**
May 19 - 25	**19**	**20**	**21**	**22**	**23**	**24** 8:00am 8:30am PCMR Live Music	**25** **Motorcycle training at PCHS;** PCHS 8:00am 8:30am PCMR Live Music
May 26 - Jun 1	**26** **Motorcycle training at PCHS;** PCHS 8:00am 8:30am Park City Resort Live	**27** **Memorial Day 5k** **Noches Verano;** South City Park 8:00am 8:30am Park City Resort Live	**28**	**29**	**30**	**31** 8:00am 8:30am Park City Village Live	**Jun 1**

June 2019

June 2019

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July 2019

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	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
May 26 - Jun 1	**May 26**	**27**	**28**	**29**	**30**	**31**	**Jun 1** **Motorcycle Training at PCHS;** PCHS **National Ability Center Barn Party 20** **Park City Trail Series;** Quinn's Round V
Jun 2 - 8	**2** **Motorcycle Training at PCHS;** PCHS **Park Silly Sunday Market;** Lower Main	**3** **Noches Verano;** South City Park	**4** **Midweek Mountain Bike Race;** Round	**5** **Park City Farmers Market;** PCMR Silve	**6**	**7** **Ski Town Shootout;** Quinns and Treasure	**8**
Jun 9 - 15	**9** **Park Silly Sunday Market;** Lower Main	**10** **Noches Verano;** South City Park	**11**	**12** **Park City Farmers Market;** PCMR Silve	**13**	**14** **Latino Arts Festival**	**15** **Ragnar Relay;** Quinns **Tiny Tri**
Jun 16 - 22	**16** **Park Silly Sunday Market;** Lower Main	**17** **Noches Verano;** South City Park	**18**	**19** **Park City Farmers Market;** PCMR Silve **Wednesday Night Concert Series;** Dee	**20** **Go Skate Day**	**21** **PEAK TIME PERIOD** **Cube of Truth;** Miners Park, Main Stree **Uncorked ;** Recycle Utah	**22** **Miners Park Concert Series;** Miners Pa **Savor the Summit;** Main Street **YBDIO**
Jun 23 - 29	**23** **PEAK TIME PERIOD** **Park Silly Sunday Market;** Lower Main	**24** **Noches Verano;** South City Park	**25** **Midweek Mountain Bike Race;** Round	**26** **Park City Farmers Market;** PCMR Silve **Wednesday Night Concert Series;** Dee	**27**	**28** **Deer Valley Music Festival;** Snow Park	**29** **Deer Valley Music Festival;** Snow Park **Go Skate Day** **Miners Park Concert Series;** Miners Pa
Jun 30 - Jul 6	**30** **Park Silly Sunday Market;** Lower Main	**Jul 1**	**2**	**3**	**4**	**5**	**6**

July 2019

July 2019

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August 2019

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	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Jun 30 - Jul 6	Jun 30	Jul 1 **Beethoven Series;** South City Park	2 **PEAK TIME PERIOD**	3 **Park City Farmers Market;** PCMR Silver **Wednesday Night Concert Series;** Dee	4 **Fourth of July Celebration**	5 **Deer Valley Music Festival;** Snow Park **Sundance Summer Series**	6 **Deer Valley Music Festival;** Snow Park **Miners Park Concert Series;** Miners Pa
Jul 7 - 13	7 **Park Silly Sunday Market;** Lower Main	8 **Beethoven Series;** South City Park	9 **Midweek Mountain Bike Race (Rain D**	10 **Park City Farmers Market;** PCMR Silver **Wednesday Night Concert Series;** Dee	11 **Deer Valley Concert Series**	12 **Deer Valley Music Festival;** Snow Park **Sundance Summer Series**	13 **Motorcycle Training at PCHS;** PCHS **Aspen Villas Film** **Deer Valley Music Festival;** Snow Park **Jupiter Peak Steeplechase;** PCMR **Miners Park Concert Series;** Miners Pa
Jul 14 - 20	14 **Motorcycle Training at PCHS;** PCHS **Park Silly Sunday Market;** Lower Main	15 **Triple Crown World Series** **Beethoven Series;** South City Park	16	17 **Park City Farmers Market;** PCMR Silver **Wednesday Night Concert Series;** Dee	18	19 **Cube of Truth;** Miner's Park, Main Stree **Deer Valley Music Festival;** Snow Park **Sundance Summer Series**	20 **Deer Valley Music Festival;** Snow Park **Miners Park Concert Series;** Miners Pa
Jul 21 - 27	21 **Triple Crown World Series** **Park Silly Sunday Market;** Lower Main	22 **Beethoven Series;** South City Park	23	24 **Extreme Soccer Tournament** **Park City Farmers Market;** PCMR Silver **Wednesday Night Concert Series;** Dee	25	26 **Deer Valley Music Festival;** Snow Park **Sundance Summer Series**	27 **Deer Valley Music Festival;** Snow Park **Miners Park Concert Series;** Miners Pa **Skate Series**
Jul 28 - Aug 3	28 **Park Silly Sunday Market;** Lower Main	29 **Beethoven Series;** South City Park	30	31 **Park City Farmers Market;** PCMR Silver **Wednesday Night Concert Series;** Dee	Aug 1	2	3

August 2019

August 2019

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September 2019

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	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Jul 28 - Aug 3	**Jul 28**	**29**	**30**	**31**	**Aug 1**	**2** **Park City Arts Festival** **PEAK TIME PERIOD** **Deer Valley Music Festival;** Snow Park **Sundance Summer Series**	**3** **Summer in the City Volleyball Tourna** 12:30am 1:00am Summit County Fair
Aug 4 - 10	**4** **Park City Arts Festival** **PEAK TIME PERIOD** 12:30am 1:00am Summit County Fair	**5** **Beethoven Series;** South City Park 12:30am 1:00am Summit County Fair	**6** 12:30am 1:00am Summit County Fair	**7** **Park City Farmers Market;** PCMR Silver **Wednesday Night Concert Series;** Dee 12:30am 1:00am Summit County Fair	**8** **Deer Valley Concert Series** 12:30am 1:00am Summit County Fair	**9** **Deer Valley Music Festival;** Snow Park 12:30am 1:00am Summit County Fair	**10** **Motorcycle Training at PCHS;** PCHS **Deer Valley Music Festival;** Snow Park **Drive in at Prospector** **Park City Trail Series;** Quinns Round Va 12:30am 1:00am Summit County Fair
Aug 11 - 17	**11** **Motorcycle Training at PCHS;** PCHS **Deer Valley Concert Series** **St Marys Procession** 12:30am 1:00am Summit County Fair	**12**	**13**	**14** **Park City Farmers Market;** PCMR Silver **Wednesday Night Concert Series;** Dee	**15**	**16** **Park City Baseball Classic;** School District, Quinns **PEAK TIME PERIOD** **Back Alley Bash;** Town Lift Plaza	**17** **Mid-Mountain Marathon;** PCMR to UC **Miners Park Concert Series;** Miners Pa **TOU**
Aug 18 - 24	**18** **Park City Baseball Classic;** School Distric **PEAK TIME PERIOD** **TOU**	**19**	**20**	**21** **Park City Farmers Market;** PCMR Silver **Wednesday Night Concert Series;** Dee	**22**	**23**	**24** **Miners Park Concert Series;** Miners Pa **SUMMIT CHALLENGE;** NAC, QUINN'S 8:00am 8:30am Motorcycle Training a
Aug 25 - 31	**25** **Park Silly Sunday Market;** Lower Main **Walk A Mile;** South City Park	**26**	**27**	**28** **Park City Farmers Market;** PCMR Silver	**29**	**30** **PEAK TIME PERIOD** To Sep 1 ➡	**31** **POINT 2 POINT**

September 2019

September 2019

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October 2019

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	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Sep 1 - 7	**Sep 1** **PEAK TIME PERIOD** **Park Silly Sunday Market;** Lower Main	**2** **Skate Series**	**3**	**4** **Park City Farmers Market;** PCMR Silve	**5**	**6**	**7** **5K9 Race** **Brunch at Altitude;** Marriott Plaza **Dirt Jump Jam** 8:00am 8:30am Hike for Hunger
Sep 8 - 14	**8** **Park Silly Sunday Market;** Lower Main	**9**	**10**	**11** **Park City Farmers Market;** PCMR Silve	**12**	**13** **Autumn Aloft** **PEAK TIME PERIOD** **USC Parade** 12:00am 12:30am Autumn Aloft Reque	**14** 12:00am 12:30am Autumn Aloft Reque
Sep 15 - 21	**15** **Autumn Aloft** **PEAK TIME PERIOD** **Park Silly Sunday Market;** Lower Main **Tour De Suds;** South City Park to top o 12:00am 12:30am Autumn Aloft Reque	**16**	**17**	**18** **Park City Farmers Market;** PCMR Silve	**19**	**20**	**21** **Motorcycle Training at PCHS;** PCHS **Park City Trail Series;** Quinns Round V **Scarecrow Fest**
Sep 22 - 28	**22** **Motorcycle Training at PCHS;** PCHS **Park Silly Sunday Market;** Lower Main	**23**	**24**	**25** **Park City Farmers Market;** PCMR Silve	**26**	**27** **High School Cross Country**	**28**
Sep 29 - Oct 5	**29**	**30**	**Oct 1**	**2**	**3**	**4**	**5**

October 2019

October 2019

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	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Sep 29 - Oct 5	**Sep 29**	**30**	**Oct 1**	**2** **Park City Farmers Market;** PCMR Silve	**3** **New Event - Park City Wine Festival;** Main Street and The Canyons	**4**	**5**
Oct 6 - 12	**6** **New Event - Park City Wine Festival;** M	**7**	**8**	**9** **Park City Farmers Market;** PCMR Silve	**10**	**11**	**12** **Shot Ski;** Main Street
Oct 13 - 19	**13**	**14**	**15**	**16** **Park City Farmers Market;** PCMR Silve	**17**	**18**	**19**
Oct 20 - 26	**20**	**21**	**22**	**23** **Park City Farmers Market;** PCMR Silve	**24**	**25**	**26**
Oct 27 - Nov 2	**27**	**28**	**29**	**30** **Park City Farmers Market;** PCMR Silve	**31** **Halloween on Main** **PEAK TIME PERIOD**	**Nov 1**	**2**

November 2019

November 2019

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Oct 27 - Nov 2	**Oct 27**	**28**	**29**	**30**	**31**	**Nov 1**	**2**
Nov 3 - 9	**3**	**4** **Field of Honor**	**5**	**6**	**7**	**8**	**9**
Nov 10 - 16	**10** **Field of Honor**	**11**	**12**	**13**	**14**	**15**	**16**
Nov 17 - 23	**17**	**18**	**19**	**20**	**21**	**22**	**23**
Nov 24 - 30	**24**	**25**	**26**	**27**	**28**	**29**	**30** **Electric Light Parade;** Main Street, Brev

December 2019

December 2019

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January 2020

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Dec 1 - 7	**Dec 1**	**2**	**3**	**4**	**5**	**6**	**7**
Dec 8 - 14	**8**	**9**	**10**	**11**	**12**	**13**	**14** Santa Comes Down the Town Lift
Dec 15 - 21	**15**	**16**	**17**	**18**	**19**	**20**	**21**
Dec 22 - 28	**22**	**23** PEAK TIME PERIOD	**24**	**25**	**26**	**27**	**28**
Dec 29 - Jan 4	**29**	**30** PEAK TIME PERIOD	**31**	**Jan 1, 20**	**2**	**3**	**4**

Agenda Item No:1.

Council Agenda Item Report

Meeting Date: February 28, 2019
Submitted by: Michelle Kellogg
Submitting Department: Executive
Item Type: Minutes
Agenda Section:

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

Suggested Action:

Attachments:
February 7, 2019 Minutes

February 8, 2019 Minutes

PARK CITY COUNCIL MEETING - DRAFT
1255 PARK AVENUE
PARK CITY, SUMMIT COUNTY, UTAH

February 7, 2019

The Council of Park City, Summit County, Utah, met in open meeting on February 7, 2019, at 8:30 a.m. in the Park City Library Community Room.

STRATEGIC PLANNING RETREAT

ROLL CALL

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

Presentation of Successes:

Linda Jager showed a video depicting the highlights of accomplishments in the City in 2018. A video was also shown where each department talked about 2018 accomplishments and new goals for 2019.

Mayor Beerman stated the goal of the retreat was to focus on the City's critical priorities. Council Member Henney stated the video was great and he hoped to get more departments involved.

Council Member Joyce suggested updating all City employees on the accomplishments of other departments. Foster explained that Leah Langan sent out a weekly report on what was going on in each department.

Mayor Beerman requested that at each retreat going forward a video of the previous year's accomplishments be shown. Council Member Ware Peek thought the video should go out to the community so the residents could be aware of the City's accomplishments as well. Council Member Henney noted this would humanize the City government. Council Member Gerber suggested adding things to future videos that employees were working on, like customer service.

Community Critical Priority: Energy:

Luke Cartin reviewed the City's strategy to get to net zero including reducing usage, and shifting to 100% renewable and carbon free energy sources. This would be accomplished by changing solar regulations, using electric buses, etc. He indicated Park City and some partners were building a renewable energy farm in Utah and the RFP would be live beginning March 14th. Cartin also talked about the benefits of carbon sequestration.

Cartin stated there was a bill in the State Legislature from Park City, Summit County and Salt Lake City, where other communities would be able join in aligning their energy goals with these entities. He indicated the benefits included job creation, energy savings, etc. Discussion continued on jobs related to energy and cost savings. Cartin explained that currently, Utah residents received 60%-80% of their energy from coal, but he noted that percentage would be quickly changing.

Mayor Beerman asked how the City could prevent other entities from using its renewable energy. Cartin stated the City would take credit for any electricity used so that corresponding renewable could not be credited to another entity. He responded to a question by Council Member Henney that Summit County employees were very engaged in the net zero goals, along with some on the County Council. Council Member Joyce indicated it was difficult at this point to determine the cost of renewable energy, thus some found it difficult to support until the numbers were determined. Cartin explained the cost would be determined through the utility regulatory process. Mayor Beerman noted there was a cap on the profit allowed to power companies.

Cartin stated the City was looking to increase the number of charging stations for electric vehicles, and noted there were rebates in place for this feature as well as the economic benefit of people coming to town to shop and eat while charging their vehicles. Council Member Henney stated the City was trying to promote a vehicle free town, and it would be strategic to put the charging stations in other locations. Council Member Joyce suggested putting the charging stations in the park and rides.

Cartin asked if Council would support engaging with other communities and organizations and encouraging them to adopt the City's goals, or similar goals. Council Member Ware Peek thought when the City engaged with other entities, it was engaging with the local community as well. Council Member Gerber stated this program had a path forward and she was inspired at the direction the City was heading.

Council Member Joyce was interested in sharing the City's successes with other entities because the goal had not yet been completed. Council Member Worel favored talking with other entities and sharing ideas, ultimately coming together to have a united goal. Council Member Gerber felt the City could start sharing now and helping others make a path for their organizations. Council Member Ware Peek felt the City needed to move forward as soon as possible because by waiting it might not be moved forward at all. Council Member Joyce advocated for changes that could be made timely, such as building code changes. Council Member Henney thought gains could be made in several areas. Mayor Beerman indicated Park City was making a great difference through its leadership in the net zero goals.

Celia Peterson reviewed the My Sustainable Year program, which was set up to raise awareness on climate change. She emphasized that people were very concerned with climate change and two events held thus far were well attended. Peterson asked if Council wanted residential engagement to focus on other areas such as water efficiency, energy efficiency, waste, tree planting, etc. Council Member Gerber stated it was difficult for many to make changes because of HOA regulations. Council Member Ware Peek suggested making a video for the different HOA boards. Council Member Joyce felt the outreach message needed to be constantly repeated to have an effect, and thought incentives, such as financial benefits, would be good. Council Member Henney was concerned with waste around town. Council Member Ware Peek indicated people enjoyed hearing stories, and little videos describing people's experiences with solar, electric cars, recycling, etc. would go a long way.

Cartin also discussed a business certification idea focused on waste, energy, employees getting around town, community and business. He stated his team would bring back more details on this in the future. He asked if Council would like to see other means for business engagement. Council Member Gerber suggested having employee trainings for businesses at multiple times so all employees would have the chance to participate. Council Member Henney stated there needed to be a credible threshold and it should be verified continually. He noted there were well intentioned businesses, but the employees did not follow through with being green. Council Member Joyce asked if it would be more appropriate for another entity/partner to run this initiative.

Cartin asked if Council wanted to drive engagement with other communities, utilities, non-governmental organizations, etc. He asked about pursuing alternatives to natural gas, which was 24% of the community's fuel. Council Members recommended taking advantage of the more accessible ways to conserve at this point, while looking for other ways that would come up in the future. Mayor Beerman wanted to focus on electricity at this point, while looking for additional ways to reduce energy.

The Council paused the meeting to eat lunch. Upon their return, the following was discussed.

Community Critical Priority: Transportation:

Alfred Knotts reviewed the progress with Transit in 2018, including the traffic command center, transit route improvements, increased ridership, corridor management, etc. He indicated the long range transportation plan was the 5-10 year plan going forward. Knotts indicated the annual car trip goal was to reduce trips from 20 million to 15 million by 2030. Concern was expressed about how the community would receive the goal since the counters were outside the City boundaries. Mayor Beerman stated there would be a variety of methods used to achieve the goal. It was noted the counters could be moved. Council Member Ware Peek asked if there was support from the community partners, i.e. school district parking passes, free parking at ski resorts, etc. Council Member Gerber indicated a last mile option would be needed to get people from the park and rides to their final destinations. Council Member Worel was in favor of the goal, and indicated it was a wakeup call for residents as they realized what role they played in those numbers. Another suggestion was to keep the counters where originally planned and the 25% reduction goal, and also have counters in town and set a goal for that area as well.

There was discussion on the performance measures that would be used to gauge the success of the goals. Mayor Beerman stated there was a strategic plan in place, so the tools were there. He heard from Council the goal should be simple, but there were sub-metrics to go with the goal, which were measureable. Council Member Joyce favored monthly reports that were compared to the same month in previous years. Council Member Henney felt the first/last mile should focus on subdivisions within the City, and the County could deal with that for subdivisions within the remainder of the County. Council Member Gerber indicated some incentives to reduce trips to the City from the

County included implementing paid parking. Mayor Beerman suggested a report card metric asking how many residents had easy access to public transportation. Council Member Henney asked about the City and County responsibilities. Council Member Joyce favored controlling the overall regional transportation plan with ingoing and outgoing trips and the team could assign certain aspects of that to the County or request extra funding for the City to do it.

Knotts asked if Council was interested in pursuing innovative polices. He talked about implementing a policy for a transition to a zero emission fleet, a transit-first policy, and having an employer-based trip reduction policy, depending on the number of employees in the company. Discussion ensued on potential policies.

Julia Collins asked if Council was interested in prioritizing investments for active transportation above the convenience of car trips, recognizing that the trade-off could result in decreased access for cars. She explained with the geography, it was difficult to have bike lanes on the streets. Mayor Beerman asked if more money should be allocated to the snow removal of bike/walking paths. Council Member Joyce indicated the snow wasn’t the only factor, but low temperatures were a deterrent to these modes of transportation in the winter. He preferred focusing on the bus aspect of transit. Collins noted that 90% of the public transit trips began with walking or biking trips. Knotts indicated that, not including winter, there were not that many bike lanes and the ones available needed striping and maintenance. Council wanted bus trips prioritized first, followed by bikes and walking, and lastly cars. Mayor Beerman asked if Council wanted to fund walkability projects and stated access points were needed that connected the trails to town, i.e. tunnels, etc. There was discussion on funding options. A priority list was requested from staff on potential walkability projects.

Knotts asked if Council remained committed to the paid parking program and the implementation of additional parking management strategies, noting the paid parking program had been in operation one full year. He acknowledged there would always be complaints and a need for adjustments. He recommended having a parking improvement district. Council Member Ware Peek was in favor as long as the parking program remained flexible so that local residents would want to come to Old Town. She recommended having the first half hour free on Main Street if the app was used. Council Member Joyce liked the paid parking program and the adjustments made for the high traffic events. He wanted to be respectful of the residents and the curbside parking availability. Council Member Gerber favored the price drop in the shoulder season and suggested the 30 minutes of free parking being allowed only in certain areas. She also favored permitted parking in the neighborhoods and implementing two hour parking in grocery store parking lots.

Council Member Worel thought there were some positive results from paid parking, but indicated an effort should be made to get people from the outlying subdivisions to Old Town so paid parking would not be the only option for them. Council Member Henney supported the above mentioned suggestions. Mayor Beerman noted that sales from Main Street businesses had increased almost 10% since paid parking was implemented which was an indication that it was working. He hoped to see a circulation system put in place. He also thought there didn't need to be a separate shuttle for every resort, and suggested a cooperative be formed which would lessen traffic. He also suggested amending the LMC, which discouraged garages and curb cuts, and forced cars to park on the street. Council Member Ware Peek felt the paid parking should be waived during the Follies week. Mayor Beerman reviewed that Council supported the paid parking program with an emphasis to be more nimble and dynamic. They supported permits for residential neighborhoods and creative ideas to support the locals. Mayor Beerman also recommended having a taxi dispatch.

Council Member Ware Peek moved to close the meeting to discuss property, personnel, and litigation at 3:15 p.m. Council Member Henney seconded the motion.

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

CLOSED SESSION

Council Member Joyce moved to adjourn from Closed Meeting at 4:30 p.m. Council Member Ware Peek seconded the motion.

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

Adjournment

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder

PARK CITY COUNCIL MEETING - DRAFT
1255 PARK AVENUE
PARK CITY, SUMMIT COUNTY, UTAH

February 8, 2019

The Council of Park City, Summit County, Utah, met in open meeting on February 8, 2019, at 8:30 a.m. in the Park City Library Community Room.

STRATEGIC PLANNING RETREAT

ROLL CALL

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

Community Critical Priority: Housing:

Anne Laurent reviewed the housing priority. Jason Glidden asked if Council would consider affordable housing opportunities that were outside the City boundaries. Council Member Henney supported projects outside City boundaries depending on the circumstance. Council Member Gerber hoped as much housing as possible could be within the City limits. Council Member Ware Peek thought it was fine to have housing just outside City limits. Laurent stated developments should be considered based on proximity to transit and amenities. Nate Rockwood explained the requirements for housing because of the restrictions from the bond issued. He also explained that even though land might be cheaper outside the City limits, the cost of construction would be the same. Council Member Joyce stated there would be traffic impacts if a development was constructed in areas where there were not strong transit lines, but compared to development going on in the surrounding areas, a small housing development would not be a big impact. In considering the Clark Ranch parcel next to Park City Heights, Council Member Worel stated affordable housing would be right next to a Park City neighborhood.

Mayor Beerman stated there was the community-wide challenge of keeping the middle class and workforce within the community and then housing for seasonal workers. Council Member Gerber stated the hotels and resorts now employed workers year round, so housing close to employment was needed. Council Member Henney felt the focus of housing should be inside the boundary and the City could be opportunistic with properties adjacent to the boundaries. Discussion continued on the benefits of different affordable housing locations.

Laurent asked if Council wanted to define the balance between rental housing versus ownership in pursuing the housing goals. Rockwood indicated the City was on track to reach the 800 unit affordable housing goal by 2026. He noted that it was feasible to have all the units within the City limits, but it might not correspond to the housing goal timeline. Glidden stated other alternatives should be considered because of the 2026 deadline for the completion of the goal. Council Member Ware Peek asked if the City made progress with incentivizing the resorts to develop affordable rental housing. Rockwood stated staff was actively working on housing with the resorts. Council Member Gerber favored having rental units available in the City affordable housing inventory.

Rockwood explained the revolving RDA money that was used to construct rental and single family housing. Council Member Worel was not convinced the City should be involved in rentals, and asked if a partnership could be created with Mountainlands Community Housing where they could have stewardship over the rentals. Rockwood indicated the City could buy the land and make it shovel ready and then turn it over to Mountainlands to develop and manage. Council Member Worel asserted big rental housing developments would take away the community's core value of "the small town feel." Council Member Henney stated every place in the City would be redeveloped or in-filled by the private sector or the City. Rockwood stated building affordable housing outside the City limits was not an option if the City wanted to use RDA funds. Mayor Beerman reviewed that Council wanted the housing focus to be within the City limits, but they would look at opportunities outside the boundaries on a case-by-case basis.

They were also in favor of pursuing affordable rentals, with the assessment of an HOA fee to cover property management company costs.

Council Member Henney thought Council should have a discussion on density. It was indicated the LMC code was changed to allow for additional density for affordable housing projects. Mayor Beerman stated density should be considered neighborhood by neighborhood, so the character of the area would be matched. Glidden stated one goal was to develop partnerships with the private sector and allow density, reduced parking requirements, and donate land, which were the incentives desired by private developers. There was discussion about helping local businesses with employee housing.

Mayor Beerman asked if Council would consider a housing development where vehicles would be prohibited. Council Member Henney stated a needs assessment should be performed before approving that type of development. Council Member Joyce thought the amenities in town were not set up for this scenario. Council Member Worel did not like the idea of telling low income employees they had to give up their cars to obtain housing. Rockwood stated it was improbable that the residents in this scenario would not have cars. Those residents would look for other areas around town to park. Unless there was a Citywide parking permit, there would not be ways to regulate the requirement. Council Member Gerber suggested putting a value on parking by charging the residents who had cars.

With regard to tiny homes, Council was not excited about doing a pilot program. Council also favored parking and density MPD code amendments, accessory dwelling units, and mixed use development with integrated employee housing, but not non-permanent housing infrastructure.

There was discussion on changing the housing goal or timeline and adding housing for City employees. It was indicated that with the revolving RDA funds, the City could not set aside too many units for employee housing; they would have to look at alternate funding for employee housing. Council favored assigning rental units for employees since there would be control over the unit if the employee left to work elsewhere. Council agreed to discuss City-owned housing for a City manager and City attorney.

Top Community Priority: Citizen Wellbeing:

Aaron Newman, Director Summit County Mental Wellness Alliance, reviewed the current proposed State legislation which would cut funding for drug court. There would also be a substance abuse funding cut if the bill passed. He noted Medicaid specifically dealt with mental health and the proposed expansion bill was being watched. He reviewed a few other bills dealing with mental health as well.

Newman stated a mental health needs assessment was performed in 2016, which resulted in the Summit County Mental Wellness Strategic Plan. To get the work done, committees, taskforces and subcommittees were set up which included over 300 individuals. Other successes included special counseling sessions for first responders, and a crisis team was established that travelled Statewide to natural disaster areas.

Council Member Henney suggested discussing stressors that fracture a community at the same time as affordable housing projects were discussed. Mary Christa Smith, Communities that Care Director, stated at the core of prevention was having someone nearby that the individual was connected to.

Another function of the Summit County Mental Wellness Alliance was the Communities that Care (CTC) program. Smith stated this program focused on youth. Each partner, Peoples Health Clinic, the School District, etc., had their own programs, but when they sat at the CTC table, they were united with the goals of this program. This program was data driven with the end goal of enhancing the health of youth by identifying indicators such as social media, gender identity, vaping, etc. The coalition looked at the data and priorities were then selected. The program enhanced the work of the partner organizations. There were also resources for parents to help their kids. Smith stated the gap being filled was instructing parents on how to teach their children appropriate interactions with peers. There was also an app where kids could submit anonymous tips with concerns for safety or naming those who were substance abusers.

Top Community Priority: Community Engagement:

Jager reviewed the goals of Community Engagement. She indicated tools were coming online all the time and her team was consistently looking at new ways to connect with the community. Jager reviewed the progress made in the community engagement area including enhanced branding, digital communications, social media content and growth, along with creative outreach events. She noted the outreach efforts were now in English and Spanish.

Jager was excited to begin the Park City 2020 Community Vision project and the Neighborhood Initiative. The neighborhood initiative would include block parties and living room conversations. She also wanted a webpage dedicated to getting out accurate information as a response to myths and rumors going on in the community. She noted the website redesign was another opportunity for better community outreach.

Council Member Joyce hoped to find ways to engage the residents that didn’t come to the Council events. Council Member Worel requested that a paper copy of the City newsletter be available at the Senior Center. Council Member Gerber suggested displaying the City videos on the bus TVs. Mayor Beerman was grateful for a variety of outreach events. Council Member Ware Peek suggesting setting up a Council booth at grocery stores to talk with shoppers, and attending the annual HOA meetings throughout the City. Mayor Beerman noted the Council members were great about attending events and meeting with residents.

Top Community Priority: Arts and Culture:

Nate Rockwood stated planning this project was difficult since there were so many boards from the City and its partners that wanted to have a say in the process. The City was in charge of the Master Planned Development (MPD) and it had hired an architect. Sundance and Kimball Arts Center hired their own architects for their respective buildings as well. All entities agreed not to exceed the height and density zoning. There would be continued outreach throughout the design process. The MPD application process would continue through March, 2020. Rockwood thought the Arts and Culture District would help build a complete community, and stated this was the perfect City initiative; having a transit hub, an affordable housing component, a net zero project, walkable connections to the City, a place for all members of the community, and it would be proactive community building. He displayed preliminary designs and explained the plan. He felt this project would put the City above the curve nationwide with regard to arts and culture. It was noted they would do a pre MPD process to ensure the vision was within the guidelines and would be approved at a later date.

Critical Community Priority: Social Equity and Innovation Challenge Updates:

Diego Zegarra updated Council on the progress made with the social equity priority. The taskforce worked on bringing conversations to the community that could spark the difficult discussions. A social equity book club was formed to help with this. Council Member Henney spoke about the book club meeting that he attended. Zegarra also spoke about fundraising so action could be taken on this issue. Briggs indicated the listening tours had been group specific, and it had been discussed that listening tours should be by topics in the future.

Cherie Ashe explained the City jobs program for neurodiverse individuals. Jobs had been identified and staff would begin slowly in employing these individuals. The next steps included meeting with parents to review the program. Currently, the Library and IT departments had needs that would be filled by these individuals. Council Member Joyce asked if there was a number associated with the goal. Cherie stated there was a broad spectrum within this group and she didn't have an exact number of individuals searching for employment.

Adriane Juarez reported that the author Erika Sanchez came to the library to speak. The library continued to have bilingual story time, and had increased their Spanish language book inventory.

Celia Peterson updated Council on the energy conservation kits and energy detective kits at the library. There were events lined up to distribute the kits.

Ken Fisher reported on the success of the rec trailer. A schedule would be put together for the locations where it would be in the summer. He was concerned about staffing this program, but hoped to get an intern from University of Utah. He thought this would also be great in a block party situation or birthday party situation.

Jonathan Weidenhamer reviewed that a paid summer internship program was created for teens. He partnered with Pando Labs to accomplish this. Three youth from Bright Futures were placed at the Peoples Health Clinic, PC Tots, and Powder Paws Veterinary Clinic. He stated the organizers were pleased with the results.

Jed Briggs stated there was a group formed at the City to work on social equity. Thus far, there had been a social equity training with the management team and next Thursday there would be an implicit bias training for City boards and commissions.

Wrap-Up and Next Steps:

Diane Foster stated the graphic recordings would be hung in the Council chambers. She listed feedback from the department managers on things they were looking forward to in 2019.

Mayor Beerman thanked Foster for her hard work and Council for all their ideas. Council Member Joyce recommended prioritizing the priorities. Council Member Henney favored having the deeper conversations that usually took place at the planning retreats during other Council meetings as well. Council favored having more study sessions to have a meeting of the minds.

Adjournment

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder

Agenda Item No:1.

Council Agenda Item Report

Meeting Date: February 28, 2019
Submitted by: Rebecca Gillis
Submitting Department: Finance & Accounting
Item Type: Resolution
Agenda Section:

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

Suggested Action:

Attachments:
PTIF Resolution Staff Report

PTIF Resolution

City Council
Staff Report

Subject:	**PTIF Resolution**
Author:	**Rebecca Gillis, Finance Manager**
Department:	**Finance**
Date:	**February 28, 2019**
Type of Item:	**Administrative**

Summary Recommendation

City Council should adopt a resolution authorizing individuals in the organization to make changes to the Utah Public Treasurer's Investment Fund (PTIF) accounts.

Executive Summary

The Utah Office of the State Treasurer has implemented a new online PTIF account management platform enabling authorized individuals to more easily manage PTIF accounts. The State Treasurer requires that PTIF pool participants adopt a resolution authorizing at least two individuals from each organization to make changes to the PTIF accounts. Currently, Diane Foster, Rebecca Gillis and Lori Collett are authorized. This resolution is removing Lori Collett, who retired, and adding Mindy Finlinson, the new City Treasurer. Once adopted and signed by City Council, the resolution must be returned to the State Treasurer's Office.

Background

The PTIF is available to state and local government entities as a short-term cash investment vehicle. Additional information can be found at https://treasurer.utah.gov.

Alternatives for City Council to Consider

1. **Recommended Alternative:** Adopt the proposed resolution.

   Pros
   a. The City will remain in compliance with the State Treasurer and Mindy will be given the necessary authorization to the City's PTIF account.

   Cons
   a. The City will remain in compliance with the State Treasurer requirements, but Mindy will not be given the necessary authorization to the City's PTIF account.

   Null Alternative
   a. If nothing is done, Mindy will not be e given the necessary authorization to the City's PTIF account.

Department Review

Finance, Legal, Executive

Funding Source

No funding is required

Office of the
State Treasurer

Public Entity Resolution

1. Certification of Authorized Individuals

I, Andy Beerman (Name) hereby certify that the following are authorized: to add or delete users to access and/or transact with PTIF accounts; to add, delete, or make changes to bank accounts tied to PTIF accounts; to open or close PTIF accounts; and to execute any necessary forms in connection with such changes on behalf of Park City Municipal Corporation (Name of Legal Entity). Please list at least two individuals.

Name	Title	Email	Signature(s)
Diane Foster	City Manager	diane.foster@parkcity.	
Rebecca Gillis	Finance Manager	rebecca.gillis@parkcity	
Mindy Finlinson	Treasurer	mindy.finlinson@parkc	

The authority of the named individuals to act on behalf of Park City Municipal Corporation (Name of Legal Entity) shall remain in full force and effect until written revocation from Park City Municipal Corporati (Name of Legal Entity) is delivered to the Office of the State Treasurer.

2. Signature of Authorization

I, the undersigned, Mayor (Title) of the above named entity, do hereby certify that the forgoing is a true copy of a resolution adopted by the governing body for banking and investments of said entity on the 28th day of February, 20 19, at which a quorum was present and voted; that said resolution is now in full force and effect; and that the signatures as shown above are genuine.

Signature	Date	Printed Name	Title
	28 February 2019	Andy Beerman	Mayor

STATE OF UTAH)
§
COUNTY OF ______________________)

Subscribed and sworn to me on this 28th day of February, 20 19 , by Andy Beerman (Name), as Mayor (Title) of Park City Municipal Corporation (Name of Entity), proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature ___________________________

(seal)

Agenda Item No:2.

Council Agenda Item Report

Meeting Date: February 28, 2019
Submitted by: Alexis Verson
Submitting Department: Transportation Planning
Item Type: Staff Report
Agenda Section:

Subject:

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

Suggested Action:

Attachments:

On Board Transit Surveys Contract Staff Report

City Council Staff Report

Subject:	**Approval of Professional Service Agreement with AJM & Associates and Nelson Nygaard in an Amount Not to Exceed Fifty Five Thousand Dollars ($41,750)**
Author:	**Alexis Verson, Associate Transportation Planner Alfred Knotts, Transportation Planning Manager; Julia Collins, Senior Transportation Planner;**
Department:	**Transportation Planning, Transit Operations**
Date:	**February 11, 2019**
Type of Item:	**Administrative**

Summary Recommendation

Authorize the City Manager to sign a Professional Services Agreement (PSA), in a form approved by the City Attorney, with the selected consultants, AJM & Associates in partnership with Nelson Nygaard, in a capacity not to exceed Forty One Thousand Seven Hundred Fifty Dollars ($41,750), to conduct one on-board transit survey in March 2019.

Executive Summary

Park City Municipal Corporation ("PCMC") wishes to collect data from On-Board Transit Surveys of all transit routes operated by Park City Transit at two (2) peak season times in 2019 and provide related data tabulation and processing. This particular contract with AJM & Associates addresses the winter peak season survey (scheduled for March 2019) with the intent to pursue a contract amendment during the next fiscal year for a summer peak season survey (tentatively in July 2019.) The summer survey cost will be of a lesser amount, as the development of survey materials and training of staff will be conducted as part of the winter season contract. The July 2019 contract amendment will be revisited in FY 19/20.

Park City Transit and Summit County wish to conduct ongoing surveys to gain a better understanding of today's transit riders and how they utilize the Park City Transit system. The data collected will be used to improve transit forecasts and anticipate needs of both local residents and heavy visitor ridership in the region. The utilization of AJM & Associates in partnership with Nelson Nygaard will ensure the incorporation of best practices that focus on accuracy and consistency in data collection. A final report of survey results will be provided to help facilitate improvements to the regional transit system boosting ridership numbers and customer satisfaction.

The Problem and Opportunity

Park City has selected two qualified firms, whose proposal was submitted in partnership with AJM & Associates as the lead consultant, to provide an on-board transit survey of the Park City Transit system. The firms will work closely with PCMC and Summit County to develop and execute the survey on all routes operated by Park City Transit on both weekdays and weekends. The contract will be awarded in early March 2019 with an option to contract for up to 3 additional years. The firms will work closely with Transit Operations and Transportation Planning to understand baseline data needs, and survey implementation strategies.

The firms selected are highly-qualified to conduct on-board transit surveys, with over 30 years of experience, and based on the RFP advertised will:

- Be available to conduct one survey in March 2019.
- Be available for a contract amendment to conduct a survey in July 2019.
- Craft surveys to capture FTA's Title IV reporting requirements.
- Provide a detailed work plan, data analysis plan, final public-facing report(s), and all raw data files collected for both surveys.
- Committed and able to provide services beginning in March 2019.

The contracts will be awarded in March 2019 for the 18/19 FY with an option to extend for up to three (3) additional years and will include up to Forty One Thousand Seven Hundred Fifty Dollars ($41,750), of work for the first survey as outlined in the proposal submitted by AJM & Associates and Nelson Nygaard. The cost of services may be renegotiated if the contract is amended beyond the March 2019 commitment.

Staff will return to Council after the first year of surveying to provide an evaluation of the two firms and will include a long-term recommendation for the subsequent three (3) additional years.

Selection Process

Staff received three (3) proposals from consultant firms. To evaluate and score the proposals received, staff convened a Consultant Review Committee consisting of the following representatives:

Representative	Department/Agency
Caroline Rodriguez	Summit County, Regional Transportation
Alfred Knotts	PCMC Transportation
Alexis Verson	PCMC Transportation
Barbara Murdock	PCMC Transit
Robbie Smoot	PCMC Transit & Parking

The Committee determined that AJM & Associates in partnership with Nelson Nygaard were exceptionally qualified given their overall approach to the project, industry experience, and previous work credentials as it pertains to other on-board transit surveys conducted nation-wide. A developed score card was used on all proposal submittals; the consultant selected had the highest overall score of the three.

Alternatives for City Council to Consider

1. **Recommended Alternative:** Authorize the City Manager to sign the Professional Service Agreement to provide up to Forty One Thousand Seven Hundred Fifty Dollars ($41,750), of services for FY 18/19.

   Pros

   a. The proposed agreement will result in robust data collection of existing transit service and riders, and recommend long range solutions to Park City Transit improvements for the region.
   b. This project will further the City's transportation related goals, particularly as

they relate to the new metric identified in the City Council Retreat on February 7, 2019, and the Park City Forward (long range transportation planning) efforts currently underway.

Cons

a. Funding will need to be allocated this year, and on a yearly basis to maintain consistent data collection practices.

2. **Alternative 2 - Deny:** Do not authorize the contract.

Pros

a. Funding for up to Forty One Thousand Seven Hundred Fifty Dollars ($41,750), worth of services will not be expended.

Cons

a. A more detailed understanding of travel behaviors, rider needs, and the future of Park City Transit will not be obtained.

Department Review

This report was reviewed by Budget, Executive, Legal, Transit Operations, and Transportation Planning.

Funding Source

Funding for this contract will come out of the Transit Fund.

Agenda Item No:1.

Council Agenda Item Report

Meeting Date: February 28, 2019
Submitted by: Adriane Juarez
Submitting Department: Library
Item Type: Staff Report
Agenda Section:

Subject:
Library Board Annual Report

Suggested Action:

Attachments:
Library Annual Update Staff Report

City Council
Manager’s Report

Subject: **Library Board Joint Meeting and FY18 Annual Report**
Author: **Adriane Herrick Juarez**
Department: **Library**
Date: **February 8, 2019**

The Park City Library Director and the Park City Library Board would like to thank Mayor Beerman and City Council for the opportunity to share in a joint meeting, and to present the Library’s FY18 Annual Report. Nann Worel serves as the current City Council Liaison to the Library Board.

The Library Board of Directors

The Current Board can be found at: http://parkcitylibrary.org/about/library-board/library-board-members/

The Park City Library Board of Directors, representing the citizens of Park City, and working in partnership with the Library Executive Director, evaluates library services and community needs, establishes library policies, and helps set goals to be implemented by the director and staff. Board members inform others about library services, needs, and accomplishments to foster a positive public image and build community support.

The Park City Library Board of Directors consists of five to nine voting members appointed by the Park City Council. The Library Executive Director attends Board meetings but is not a voting member. Board members are appointed for three-year terms and may be re-appointed once. Individual Board members contribute personal volunteer time.

Annual Report Highlights

Library usage continued to rise during Fiscal Year 2018, the third year in the new building. More programs, more services, and more use of spaces contributed to high levels of community involvement as Park City embraced the updated building, adding Lucky Ones Coffee as an amenity was a definite boost to the number and types of people engaging in our amenities. The Library has 158,113 items in its collections. Staff conducted 854 library programs for children, youth, teens, and adults bringing in 25,885 participants.

- 177,759 people visited the library (175,460 in FY17 / 96,594 in old building)
- 114,298 items were checked out (113,395 in FY17 / 56,286 in old building)
- 16,650 public computer sessions were used (16,363 in FY17 / 9,043 in old building)
- 51,796 Wi-Fi sessions were used (51,653 in FY17 / 7,714 in old building)
- 2,039 times meeting rooms were utilized (2,250 in FY17)
- 6,679 times study rooms were utilized (5,831 in FY17)

The Park City Library would like to give special thanks to everyone who made Lucky Ones Coffee an outstanding new amenity for our community this year. Not only do they provide jobs for people of all abilities, they create a wonderful environment of inclusion that makes us all smile. A big thanks goes out to City Council for their support for expanded Spanish Collections and Social Equity Programming this year, including author Erika Sanchez. To the community, thank you for taking part in our Community Survey. We get better when we hear from all of you. We are working hard to continuously improve our services and efficiencies. Thanks to all of you for making it possible!

The Library's Annual Report can be found in full at:

http://parkcitylibrary.org/about/library-annual-report/

Successful Library Reaccreditation

In September 2018, the Utah State Library Division sent the Park City Library a congratulatory letter on receiving reaccreditation with *Quality Library Status*, indicating that our library provides a level of service to the community that exceeds the standards developed by Utah public librarians and adopted by the State Library Board. As a Quality Library, our organization is proven as an active, involved, and vital part of the community providing essential resources. Quality Status qualifies the Park City Library to mentor other libraries. State accreditation makes the Library eligible to receive funds from the *Community Library Enhancement Fund* (CLEF) in addition to other support services provided by the State Library.

GARY R. HERBERT
Governor

SPENCER J. COX
Lieutenant Governor

Utah State Library
Division

Colleen Eggett
State Librarian/Division Director

September 27, 2018

Adriane Herrick Juarez, Director
Park City Library
1255 Park Ave
PO Box 668
Park City, UT 84060-0668

Dear Adriane:

Congratulations! Park City Library has achieved **Quality Library** status! The Quality status indicates that everybody involved has gone the extra mile.

This means that Park City Library provides a level of service to the community that exceeds the standards developed by Utah public librarians and adopted by the State Library Board. As a Quality Library, the institution is an active, involved, and vital part of the community. It provides resources and services beyond the four walls of the library and exemplary outreach to all residents. And it means that the library is eligible to receive funds from the Community Library Enhancement Fund (CLEF) distribution in FY2019, in addition to other support services provided by the State Library. Furthermore, your library will not need to complete the certification process until Spring 2020.

The State of Utah has appropriated funds for certified public libraries for the past thirty years. We count on your stories to help sustain and eventually enhance the amount of money appropriated for CLEF each year. Please continue to help us by filling out the CLEF survey annually, including stories that demonstrate the impact that these funds have on library services in your community. Please also contact your legislators directly to thank them for the money you receive.

Commitment to excellent library service indicates team work. It takes leadership from the director, funding and support from the city/county government, dedication from all library staff, support from the community, training for the staff and board, planning, and constant attention to community needs.

Thank you for continuing to deliver outstanding library service to Utah residents.

Warmest regards,

Colleen Eggett
State Librarian/Division Director

Utah Department of Heritage & Arts
250 North 1950 West, Suite A • Salt Lake City, Utah 84116 • (801) 715-6777 • facsimile (801) 715-6767 • library.utah.gov

Agenda Item No:2.

Council Agenda Item Report

Meeting Date: February 28, 2019
Submitted by: Julia Collins
Submitting Department: Transportation Planning
Item Type: Staff Report
Agenda Section:

Subject:
Consideration to Authorize the City Manager to Execute the Professional Services Agreement, in a Form Approved by the City Attorney, with AECOM Technical Services, Inc. in an Amount Not to Exceed $418,945 to Provide Engineering and site Design for Park and Ride Improvements
(A) Public Input (B) Action

Suggested Action:

Attachments:
Park and Ride Contract Staff Report

Exhibit A: Maps

Exhibit B: Scope of Services

City Council Staff Report

Subject:	**Approval of Professional Service Agreement with AECOM for Park & Ride Site Evaluation and Final Design in an Amount Not to Exceed Four Hundred Eighteen Thousand Nine Hundred and Forty Five Dollars ($418,945).**
Author:	**Alfred Knotts, Transportation Planning Manager** **Julia Collins, Senior Transportation Planner** **Alexis Verson, Associate Transportation Planner**
Department:	**Transportation Planning**
Date:	**February 28, 2019**
Type of Item:	**Administrative**

Summary Recommendation

Consideration to authorize the City Manager to execute the Service Provider/Professional Services Agreement, in a form approved by the City Attorney, with AECOM Technical Services, Inc. in an amount not to exceed Four Hundred Eighteen Thousand Nine Hundred and Forty Five Dollars ($418,945) to provide engineering and site design for park and ride improvements.

Executive Summary

- Transportation Planning staff have been working to develop and implement a suite of alternative transportation solutions that prioritize transit, provide users with transportation choices and reduce single occupancy vehicle (SOV) use.
- One proposed solution is an opportunity to provide park and ride improvements for vehicles at gateway entrances to Park City.
- Park and ride facilities are part of an overarching transportation demand management system for Park City that looks to reduce vehicle miles travelled and related traffic impacts during peak days and peak hours.
- This project will look to increase park and ride access to the SR-248 corridor. This project will evaluate two site alternatives and provide engineering design services for one alternative.
- Staff believes accelerating this project will enhance safety and reduce congestion on SR-248. Staff is also coordinating future improvements that include the SR-248 broader Environmental Analysis (EA) led by Utah Department of Transportation (UDOT) and exploring options for future transit service along this corridor.

The Problem and Opportunity

The City and UDOT are currently developing alternatives to address congestion and long term transportation needs on the SR-248 Corridor within the Park City. One goal is to improve park and ride access, amenities, and improve transit facilities for commuters, employees, recreationalists, event attendees, and general visitors. The impending SR-248 park and ride lot is anticipated to be in operation every day, but will see peak use during ski season and high profile special events. In conjunction with this project, staff is also evaluating future transit service along the SR-248 corridor. Once the park and ride is operational, users will have more options for travel to Park City via SR-248. As shown in Exhibit “A” there is an existing park and ride lot on parcel SS-87 with approximately 750 spaces, Additionally, UDOT owns parcel SS-65-A-X and has offered this as a potential park and ride site. The project will conduct a “fatal flaws analysis for both (2) alternative sites to identify any “fatal flaws” resulting in a recommendation for a most desirable alternative. Following the site selection, the project will develop preliminary designs, innovative concepts, final engineering design and construction plans for the selected site.

Background

- On November 9, 2017, staff presented an overall programmatic update to City Council that included updates on local and regionally significant transportation projects. The park and ride improvements on SR-248 were included and supported in this update.
- On May 24th, 2018, staff issued an RFP for the park and ride site evaluation and design and posted in all of the normal media outlets.
- Due to the property ownership and regional nature of the parcels, the project team will consist of members from UDOT and Summit County along with respective Park City staff.

Selection Process

Staff received seven (7) proposals from engineering consultant firms. To evaluate and refine the scope of work, staff convened a Consultant Review Committee consisting of the following representatives:

Representative	Department/Agency
Peter Tang	UDOT Region 2
Caroline Rodriguez	Summit County, Regional Transportation
Peter Barnes	Summit County Planning Department
Julia Collins	PCMC Transportation
Alfred Knotts	PCMC Transportation
Nestor Gallo	PCMC Engineering
Blake Fonnesbeck	PCMC Transit

The Committee determined that AECOM Technical Services, Inc. was an exceptionally qualified firm given their overall approach to the project, industry experience, availability of local staff, and previous work credentials as it pertains to other improvements in Park City and surrounding areas.

The scope of services briefly entails the following tasks: Alternative Analysis, Site Evaluation, Preliminary Engineering, Final Engineering and Construction Documents, Project Bidding, Stakeholder Engagement and Project Management. In addition to project updates, staff will return to Council after the bid opening for the award of the Construction contract. The scope of work for the proposed service can be found in Attachment A.

	2019										2020		
Task	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR
1 - Site Evaluation	▨	▨	▨	▨									
2 - Preliminary Engineering					▨	▨	▨	▨					
3 - Final Engineering								▨	▨	▨	▨		
4 - PS&E											▨	▨	▨
5 - Staff Coordination and Stakeholder Engagement	▨	▨	▨	▨	▨	▨	▨	▨	▨	▨	▨	▨	▨
6 - Construction Administration - 2020													▨

Staff is proposing a thirteen (13) month contract for $418,945. The tentative schedule is aggressive yet manageable. Funding for this stage of the project will be comprised of $405,000 will be provided by the sales tax revenues from the recently passed Summit County Transportation Sales Tax as the project was approved for funding by the Summit County Council of Governments during their February 2018 meeting. The remaining funding in the amount of $13,945 will come from the transit fund which was approved in 2018. It is anticipated that construction funding will come from the Summit County Transportation Sales Tax revenues and will be sought after development of a preliminary engineer's estimate.

Alternatives for City Council to Consider

1. **Recommended Alternative:** Staff recommends that Council authorizing the City Manager to sign the Service Provider/Professional Amount Not to Exceed Four Hundred Eighteen Thousand Nine Hundred and Forty Five Dollars ($418,945).
   Pros
   a. The proposed agreement will result in increased park and ride accessibility for all users of the SR-248 corridor.
   b. This project will further the City's transportation related goals.
   Cons
   a. Funds in the amount of $418,945 will be expended.
2. **Alternative 2 - Deny the Item:** Council could choose to not authorize the contract.
   Pros
   a. Funding in the amount of $418,945 will not be expended.
   Cons
   a. Enhanced park and ride access along SR-248 will not be available to the community.

Department Review

This report was reviewed by Budget, Public Works, Executive, Legal, and Transportation.

Funding Source

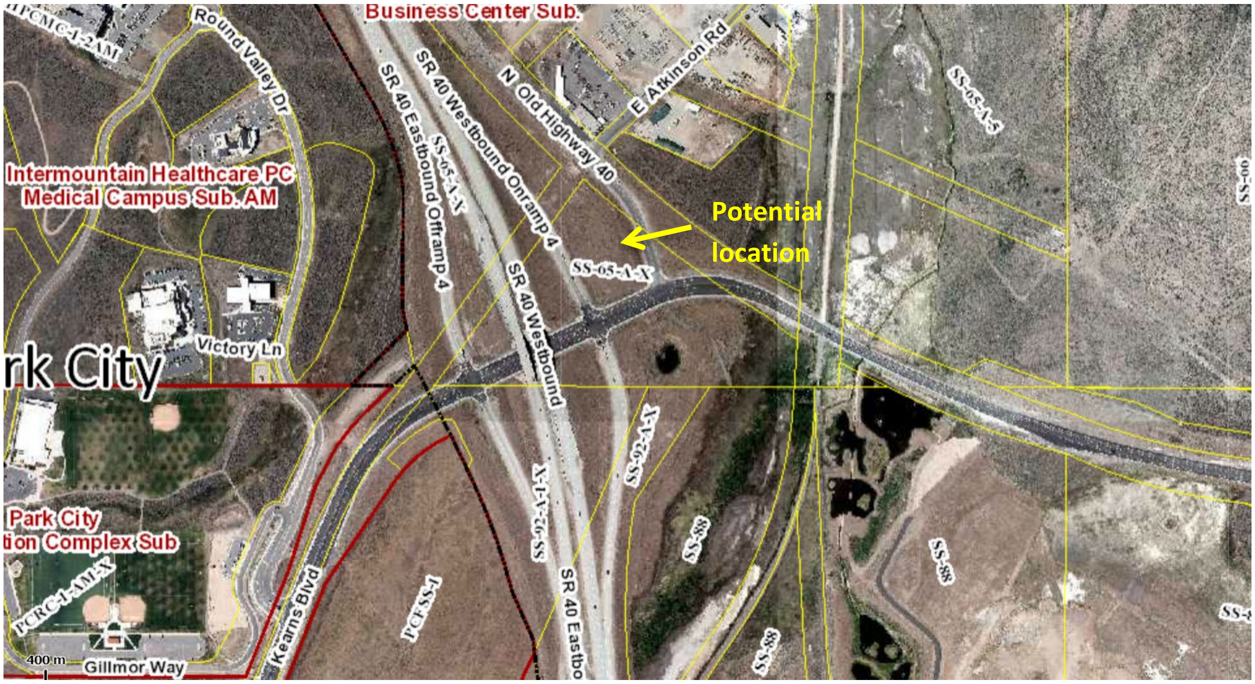
Funding is available from the Transportation Sales Tax Fund.

Exhibit A – Maps of Quinn's Junction parcels for site alternative analysis
Exhibit B – Park and Ride scope of work and AECOM cost proposal

EXHIBIT “A”

Maps of Quinn’s Junction parcels for site alternative analysis

Site 1: Parcel SS-65-A-X



Site 2: Parcel SS-87

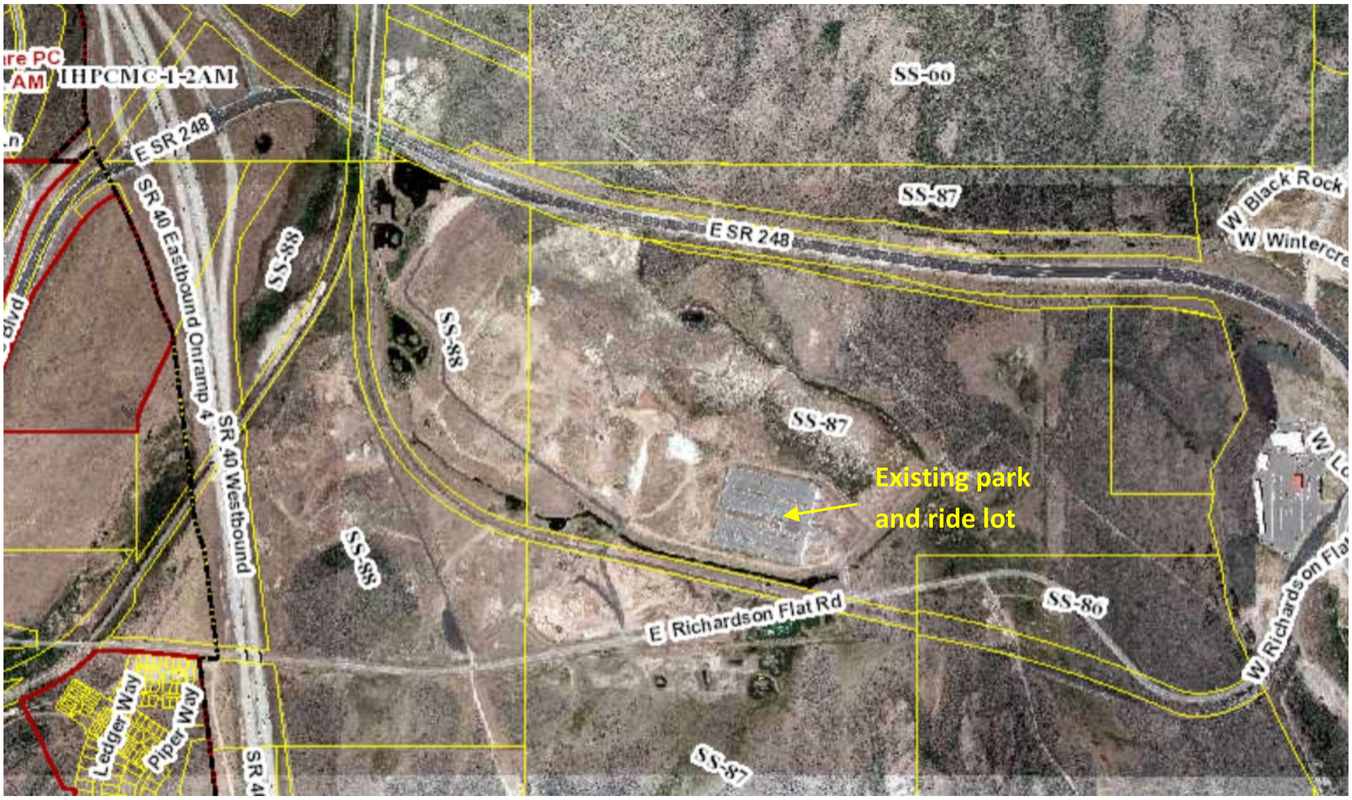


Exhibit A

Task 0: Project Management

This activity is for project management oversight.

- Schedule and Attend Team Meetings and Provide Meeting Notes – AECOM will prepare for and attend regular project team meetings with the Park City Project Manager and Project Team as appropriate. Anticipate in-person and/or conference call meetings every 2 weeks for task updates and stakeholder meetings as needed. AECOM will prepare agendas, keep an ongoing task list with completed tasks and anticipated tasks and minutes.
- Update/Review Schedule – AECOM will be responsible for updating the overall project schedule in a shareable format that is accessible by PCMC file sharing standards and that will outline tasks completed to date, and an outlook of upcoming tasks, meetings, and deliverables.
- Prepare and Submit Invoices – AECOM will submit invoices and progress reports on a monthly basis. Progress reports will include percent complete by task, work items accomplished, anticipated future work, anticipated needs from Park City or others for completion, budget and schedule status, and other information deemed pertinent to the success of the project.
- Assist with public meetings and outreach.

Assumptions:

- AECOM will follow Park City QA/QC procedures.
- AECOM's Project Manager and as appropriate partner Project Team will participate in team progress in-person/ or web conference call meetings every two (2) weeks for twelve (12) months.
- AECOM team members will be available for in-person meetings if required.
- AECOM will be available via phone to participate in additional meetings as required.
- AECOM will hold weekly internal team meetings.

Deliverables:

- Team Meetings, Agendas, ongoing task list and Minutes
- Updated Project Schedule
- Monthly Invoices and Progress Reports
- Attendance at Project Meetings

PHASE 1

Task 1: Site Evaluation

- Identify and evaluate potential sites for the park and ride lot near Quinn's Junction based off two alternatives. Develop site concepts for two (2) alternative sites identify any "fatal flaws" resulting in a decision on the most desirable alternative:

- ○ Alternative 1: Develop a new park and ride on available land immediately adjacent to US-40 and the frontage roads, currently owned by UDOT, Parcel SS-65-A-X.
- ○ Alternative 2: New park and ride or expansion of the existing park and ride lot on the parcel encompassing the existing lot, Parcel SS-87, accessed via Richardson Flat Road or SR-248.
- Evaluate the opportunities and constraints for each site:
    - ➢ Concepts for how the site will be accessed (from US 40, Old highway 40/frontage road, SR 248, and/or Richardson Flat Road) and connected to the current park and ride, transit system and nearby trail systems.
    - ➢ Regional bike and trail recommendations to tie into the rail trail and evaluate pedestrian movement throughout the park and ride as well as the surrounding areas.
    - ➢ Traffic circulation and flow for automobiles and buses accessing the site, and impacts to traffic circulation, signals, and access on adjacent roads.
    - ➢ Site conditions including environmental resources such as wetlands (review of the wetland inventory), surface water drainage, groundwater, mine waste impact, restrictions due to CERCLA requirements, geotechnical conditions, visual impacts (i.e., mass and lighting) historic resources, and required permits and/or mitigation.
    - ➢ Number of parking spaces available on the parcel and operational integration with current park and ride lot.
    - ➢ Consistency with Summit County local plans and neighborhood/commercial impacts and Snyderville Basin Planning District permitting requirements.
    - ➢ Property ownership and right-of-way/easements needed and include in preliminary cost estimate
    - ➢ Preliminary estimate of construction costs.
- Evaluate potential sites in coordination with Project Team and Project Manager. The City with aid from the Project Team will select a site with recommendation from the Consultant.
- Prepare public-friendly concept drawings and cross-sections for the City to use in public engagement efforts.

Assumptions:

- Develop two (2) conceptual layouts for two (2) potential sites. Two sites are existing Richardson Flat and UDOT parcel adjacent to US-40 and the frontage road.
- Identification of environmental resources will be from desktop research and windshield surveys. Technical field investigations will not be conducted as part of this task.
- Develop opportunities and constraints, as described above, at a conceptual level.

Deliverables:

- Memo evaluating opportunities and constraints for the potential sites that includes
    - ○ a preliminary environmental evaluation based on conceptual site layouts.
    - ○ Evaluation of access and circulation for transit and automobiles.
    - ○ All other items listed in the opportunities and constraints Task 1

- Conceptual layouts including site layout, traffic flow showing circulation and flow on adjacent roads
- Conceptual cost estimates
- Memo recommendation for one site moving forward.

Task 2: Preliminary Engineering

For the one site chosen in Task 1, AECOM will:

- Obtain existing base mapping and property ownership information, right-of-way, easements.
- Provide survey.
- Provide geotechnical and subsurface utility investigations.
- Provide 30% design of preferred alternative including access, ADA compliance, landscape/aesthetics, bicycle/pedestrian connections, utilities, stormwater facilities, and passenger waiting facilities including restrooms, sidewalks, and communications/next-bus information.
    - Identify costs and feasibility for restrooms and potable water.
    - Identify required permits/approvals and provide estimate of construction costs and property needs (right-of-way).
    - Identify opportunities to minimize travel time for buses, carpoolers, and cyclists/pedestrians.
    - Identify opportunities to incorporate future transportation trends and integrate transportation modes into concept – electric vehicle charging, space for ride-hailing services, bike-share facilities, next-bus information, bus turnaround and parking, and shelters. National Association of City Transportation Officials (NACTO) resources may be used for guidance.
    - Identify opportunities for sustainable design, minimizing stormwater runoff, sustainable landscaping, pavement design, solar power, etc.
    - Coordinate design with Park City and Summit County permit and design requirements including Park City's Complete Streets Policy, Stormwater Management Plan, and Soils Ordinance.
    - Synchro Studio and Auto Turn modeling for access and spacing needs
    - Coordinate with utility companies on their existing facilities and new utilities that are needed.
    - If required, prepare and submit wetland delineation to USACE for jurisdictional determination.

    - Project design must abide by an applicable environmental regulation. Additional meeting(s) during the design process may be necessary with Park City Municipal' Environmental Regulatory Program Manager. Note that the current Richardson Flat Park and Ride is located within Operable Unit 1 (OU1) of the Richardson Flat CERCLA site.
    - Determine temporary construction related impacts to traffic and neighboring property, access, noise, and identify potential mitigation measures.

  - ➢ Using the Institute of Sustainable Infrastructure (ISI) Envision Rating System, score and rate the project; based on the Envision Rating System score, provide additional analysis/action to increase the score.
- Prepare a 60% design with an estimate of costs and specification of preliminary right-of-way requirements.

Assumptions:

- City will select one site based on data gathered and information presented in Task 1 above.
- Design will be based on conceptual layout for selected site developed in Task 1 above.
- NEPA documentation is not included in this scope of work.
- Identification of environmental resources and applicable rules/regulations and permits and mitigation as required.
- Project must abide by an applicable environmental regulation. Note that the current Richardson Flat Park and Ride is located within Operable Unit 1 (OU1) of the Richardson Flat CERCLA site.
- If applicable, design and plans should be consistent with UDOT guidelines and standards. Consultant will coordinate the UDOT encroachment permit process.

Deliverables:

- 30% design drawings and engineer's estimate
- If applicable, story maps to effectively communicate needs and goals of the project to project partners
- Preliminary (baseline) Envision score, and summary of what sustainable practices will be utilized in the design of the project
- Identification of environmental resources and site design to reflect avoidance, minimization, and/or mitigation for impacts as required.
- If required, Wetland delineation submittal to USACE
- Memo of existing conditions, design assumptions, and construction impacts
- 60% design drawings and engineer's estimate

Task 3: Final Engineering Design (Plan in Hand)

- Incorporate resolved preliminary design comments into final design.
- Provide geotechnical and subsurface utility investigations.
- Prepare final construction drawings and specifications and an updated engineer's estimate of construction costs, including contingency. Prepare Storm Water Pollution Prevention Plan
- Prepare documents for submission to the EPA and Natural Resource Trustees, if required.

Assumptions:

- AECOM will identify permits required and assist with preparation of applications. Contractor or Park City will be responsible for obtaining permits.

Deliverables:

- Final Construction drawings, specifications, and updated Engineer's estimate of construction costs
- Identification and preparation of SWPPP and other environmental permit applications and coordination, as required
- Final Envision rating

Task 4: PS&E Stage

AECOM will assist the City through the bidding process by producing bidding documents, conducting a pre-bid meeting with contractors, answering questions and creating bid tabulation from the bid opening. We will review all bids receiving and opening bids, compiling results for completeness and recommend an award to the contractor with the lowest, responsive bid.

Assumptions:

- Advertisement for bid will follow Park City procedures and will be the responsibility of Park City, including but not limited to advertising, answering bidder questions, setting meetings, , and notifying proposers of results. AECOM will be available to assist Park City in the process.

Deliverables:

- Contractor Pre-bid meeting.
- Address contractor questions during bid.
- Attend and participate in bid opening, prepare bid tabulation and recommendation of award.
- Continue during construction to be the engineer of record

Task 5: Staff Coordination and Stakeholder Engagement

At major milestones, the AECOM team, will prepare and hold update meetings for staff, stakeholders, and elected officials.

Assumptions:

- This scope of work includes focused stakeholder outreach.
- Arrange and conduct meetings with PCMC staff and project partners at major project milestones, i.e., Site selection, 30% design, 60% design, and final design.
- Conduct up to three (3) additional meetings with PCMC staff and project partners, as required.
- Arrange and conduct up to four (4) meetings with project stakeholders and City Council at major project milestones, i.e., Site selection, 30% design, 60% design, and final design.

Deliverables:

- Meetings and presentations to staff, project partners and stakeholders.

Project Schedule
Quinn's Junction

	2019										2020		
Task	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR
1 - Site Evaluation	■	■	■	■									
2 - Preliminary Engineering					■	■	■	■					
3 - Final Engineering								■	■	■	■		
4 - PS&E											■	■	■
5 - Staff Coordination and Stakeholder Engagement	■	■	■	■	■	■	■	■	■	■	■	■	■
6 - Construction Administration - 2020													■

AECOM HOUR & LABOR COST SUMMARY
Park and Ride

TASK NO.s	TASK DESCRIPTION	Total Hours	DIRECT LABOR
1	Site Evaluation	437	$ 22,192.33
2	Preliminary Engineering	861	$ 44,068.56
3	Final Engineering Design	785	$ 38,250.20
4	PS&E Stage	284	$ 13,390.46
5	Staff Coordination and Stakeholder Engagem	265	$ 14,669.59
6	Optional - Construction Administration		$ -
	TOTAL HOURS	2632	
		AECOM Direct Labor	$ 132,571.14
		Overhead	$ 179,090.35
		SUBTOTAL	**$ 311,661.49**
		Fixed Fee	$ 34,282.76
		Subs	$ 25,000.00
		AECOM Direct Expenses	$ 10,000.00
		TOTAL	**$ 380,944.26**
		Project Contingency 10%	**$ 38,000.00**
		Total with Contingency	**$ 418,944.26**

Agenda Item No:1.

Council Agenda Item Report

Meeting Date: February 28, 2019
Submitted by: Celia Peterson
Submitting Department: Sustainability
Item Type: Resolution
Agenda Section:

Subject:
Consideration to Adopt Resolution 05-2019, a Resolution by the Park City Council to Endorse the Energy Innovation and Carbon Dividend Act
(A) Public Hearing (B) Action

Suggested Action:

Attachments:
Energy Innovation Act Resolution Staff Report

Energy Innovation Act Resolution

Energy Innovation Act Questions and Answers

City Council
Staff Report

Subject:	**Endorsement of Energy Innovation and Carbon Dividend Act**
Author:	**Celia Peterson**
Department:	**Sustainability**
Date:	**February 28th, 2019**
Type of Item:	**Administrative**

Executive Summary

The Energy Innovation and Carbon Dividend Act will enact a revenue neutral carbon fee to encourage a market-driven approach to reduce greenhouse gas emissions. The fee would be collected from fossil fuel producers and importers, and carbon intensive products producers. Revenues would be evenly distributed among American consumers monthly. According to supporters of the bill, this policy will reduce America's greenhouse gas emissions by at least 40% in the first 12 years. The price is set at $15 per metric ton of carbon dioxide equivalent (MT CO_2-e) and will increase by $10 MT CO2-e/year.

Background

- On March 24, 2016 City Council elevated Energy to a Critical Priority and set a goal of net zero carbon emissions for municipal operations by 2022 and citywide by 2032. (link)
- On November 29, 2018 City Council voted to accelerate this goal to 2030 and invite other local governments to set similar ambitious goals. (link)

Discussion

This policy puts a fee on fossil fuels like coal, oil, and gas charged at the source, e.g. mine, well, or port. The fee starts at $15/MT CO2-e and increases by $10/MT CO_2-e. The fee will increase until fossil fuel emissions have reduced by 90 percent. The intent of the policy is to reduce carbon pollution and drive energy companies, industries, and consumers to move toward cleaner, cheaper options.

The money collected from the carbon fee is allocated in equal shares every month to the American people to spend as they see fit. Program costs are paid from the fees collected. The government does not keep any of the money from the carbon fee.

The Energy Innovation and Carbon Dividend Act includes narrow limits on regulations related to greenhouse gas emissions covered by the carbon fee, so that those emissions are not subject to both the fee and regulation for the first 10 years. After that time, if the emission targets mandated in the bill are not being met, EPA regulatory authority over covered GHG emissions would be restored. This is one of three 'environmental integrity' mechanisms built into the bill, the others being a ratcheting up of the carbon fee from $10 to $15 per metric ton if targets are not met, and two National Academy of Sciences studies of environmental impacts.

Importantly, the Clean Air Act will remain the law of the land. The Clean Air Act is the foundational EPA authority over greenhouse gases and was confirmed by the Supreme Court's

Massachusetts vs. EPA ruling in 2006. The regulatory limits in this bill affect only three existing mechanisms: (1) the Clean Power Plan (CPP), which never went into effect and is being replaced by the Affordable Clean Energy rule (ACE) proposed by the Trump Administration; (2) permitting rules referred to as ‘New Source Performance Standards’ (NSPS) for new industrial plants that emit greenhouse gases; and (3) permitting rules for plant modifications under the same NSPS provisions. These three mechanisms would be put on hold as long as emissions targets were being met. This bill explicitly preserves the limits on greenhouse gas emissions from vehicles that are part of the Corporate Average Fuel Economy (CAFE) Standards, including California’s waiver to apply more stringent emission standards.

If emission targets are not being met after 10 years, Congress gives clear direction to the EPA to regulate those emissions to meet those targets. The pause does not impact EPA regulations related to water quality, air quality, health or other issues. It is assumed that this policy’s price on pollution will lower carbon emissions far more than existing and pending EPA regulations.

Once the program has reached its goal of cutting U.S. greenhouse gas emissions 90 percent below the 2015 level, it will automatically end.

Staff recommends supporting Park City’s endorsement of the Energy Innovation and Carbon Dividend Act.

Department Review

Sustainability, Legal and Executive

Funding Source

No funding is required at this time.

Attachments

A Resolution by the Park City Council to Endorse the Federal Energy Innovation and Carbon Dividend Act

Energy Innovation Act Question and Answers

Resolution No. 05-2019

A RESOLUTION BY THE PARK CITY COUNCIL TO ENDORSE THE ENERGY INNOVATION AND CARBON DIVIDEND ACT

WHEREAS, Climate Change is deeply affecting our community through changes in weather patterns including droughts, volatile snow events, and warmer temperatures; and

WHEREAS, the State of Utah is seeing record wildfires, droughts, intense storms, heat waves, inversions, and extreme weather events that are having negative impacts on its economy.

WHEREAS, Climate Scientists have issued dire warnings that systemic change must happen to avoid the most severe impacts of climate change.

WHEREAS, the primary cause of Climate Change and global warming is human activity, especially the combustion of fossil fuels that create greenhouse gases and alter the chemical composition of the Earth’s atmosphere and oceans; and

WHEREAS, Park City has established North America’s most ambitious Climate goals and demonstrated its commitment to reduce greenhouse gas emissions by resolving that all new and major renovations of municipal facilities must meet a net-zero energy performance standard, determining that all new additions to the Public Transit fleet must be electric, reducing barriers for installing rooftop solar and ongoing regulatory, programmatic and policy support for clean energy and electric vehicle deployment and active transportation on a community-scale and regionally throughout Utah; and

WHEREAS, the urgent need to transition from fossil fuels can be accelerated through a market-based program, namely a revenue-neutral carbon fee on producers and corresponding rebate to consumers; and

WHEREAS, a market-driven mechanism such as a carbon fee and dividend would encourage and empower residents to reduce and replace their consumption of carbon-based energy with renewable and other innovative energy sources, whether through conservation, being more efficient or by choosing less carbon-intensive energy sources; and

WHEREAS, the transition to low-carbon, renewable energy resources will provide a range of additional co-benefits including enhanced public health, increased national and energy security, local green jobs, reduced reliance on finite resources; and

WHEREAS, transitioning to the new energy economy will provide significant economic benefit to the community and the State of Utah, and Utah could become the leader in renewable energy for the West.

WHEREAS, our community came out with strong support, asking that we address the issue of Climate Change, not just for our municipal government, but for our broader community impact; and

WHEREAS, Park City cannot solve Climate Change alone. We need other communities to join us in solving Climate Change as soon as possible.

NOW, THEREFORE, BE IT RESOLVED that the Mayor of Park City and the Park City Council strongly urge the United States Congress to pass legislation that levies an annually increasing revenue-neutral fee on the carbon in fossil fuels at the point of production and importation, sufficient to:

1. Encourage individuals and corporations to produce and use less fossil fuels;
2. Make the transition from fossil fuels less onerous to consumers and to the economy by returning to American households on an equitable basis all of the revenues gained from the fee;
3. Reduce United States' CO_2-equivalent emissions by at least 40% in the first 12 years;

4. Encourage similar actions by other nations trading with the United States, by suitable carbon content-based fees for imports and rebates for exports to nations that have not taken such actions.

PASSED AND ADOPTED this 28th day of February, 2019.

PARK CITY MUNICIPAL CORPORATION

____
Mayor Andy Beerman

Attest:

____
Michelle Kellogg, City Recorder

Approved as to form:

____
Mark D. Harrington, City Attorney

Questions and Answers about the Energy Innovation and Carbon Dividend Act of 2019

Table of Contents

1. **How is the Energy Innovation & Carbon Dividend Act similar to Carbon Fee & Dividend?**

   These provisions are exactly the same:

   1.1. The carbon fee is assessed on coal, oil, and natural gas at the first point of sale.

   1.2. The carbon fee starts at $15 per metric ton (mt) of potential carbon dioxide equivalent (CO2-e) emissions and increases by $10/mt each succeeding year.

   1.3. Fluorinated greenhouse gases like HFCs are covered.

   1.4. The carbon fee increases until covered fossil fuel emissions have been reduced by 90 percent.

   1.5. All net revenue is paid to American households, with adults getting a full share and minors under 19 years old getting a half-share.

   1.6. The carbon dividend is counted as regular income for federal taxation but not to determine eligibility for mean-tested social programs.

   1.7. A carbon border fee adjustment is applied to emissions-intensive, trade-exposed goods that are imported or exported.

2. **How is the Energy Innovation and Carbon Dividend Act different from Carbon Fee and Dividend?**

   There are 13 important provisions in the bill that distinguish it from CCL's Carbon Fee and Dividend. These are listed below and explained in more detail to follow:

   2.1. There is a statutory emissions reduction schedule in the bill.

   2.2. There are specific conditions than can trigger a scale-up in the annual carbon fee increase.

   2.3. All children in a household are eligible for a child dividend.

   2.4. The annual carbon fee increase will be adjusted for inflation.

   2.5. There are some special provisions for fossil fuels used in agriculture.

   2.6. There are some special provisions for fossil fuels used by the military.

   2.7. There is a special carbon fee rate for fluorinated greenhouse gases.

   2.8. Carbon dividend payments will begin in advance of the first carbon fee collection.

   2.9. The policy will accommodate CO_2 capture and sequestration under certain conditions.

   2.10. There are narrow, temporary limits imposed on some greenhouse gas regulations.

   2.11. The program will end when certain technical and budgetary conditions are met.

   2.12. The carbon border fee adjustment will apply to exported fossil fuels.

   2.13. There are two National Academy of Sciences studies that will help ensure program effectiveness and sustainability

2.1. What is the statutory emissions reduction schedule?

The Energy Innovation and Carbon Dividend Act of 2019 mandates an annual reduction of covered greenhouse gas emissions starting in 2025. Each year's emissions must then be reduced by at least 5 percent compared to 2016 emissions. That continues until 2034, after which annual reduction must be at least 2.5 percent until 2050.

If the cut in emissions somehow fail to keep up with this schedule, the annual increase in the carbon fee can be strengthened from $10 to $15 per metric ton (see FAQ #2.2 below). This is one of three ‘‘environmental integrity” mechanisms tied to the schedule. Another is the restoration of EPA authority to regulate greenhouse gases if the scheduled targets have not been met at the 10-year mark, detailed in FAQ #2.10.

This provision increases confidence that the carbon fee can activate innovation as intended. It not only gives additional assurance of the effectiveness of the policy, but also gives businesses an additional incentive to move decisively on climate-friendly investments.

2.2. What is the trigger for scaling up the annual carbon fee increase?

The bill sets a target of 90% GHG emissions reductions by 2050, with a set of interim targets that starts in 2025 described above.

This is more definitive than a similar provision in the Carbon Fee and Dividend, where the Energy Department would have the responsibility to determine if and when a larger fee increase is needed. In effect, the only substantive difference is that in the Energy Innovation and Carbon Dividend Act, the conditions are made explicit in the law, and it's the Treasury Department that carries it out at the direction of Congress.

2.3. What is the change in the number of child dividends available to a household?

The Energy Innovation and Carbon Dividend Act of 2019 does not limit child dividends to two per household as the Carbon Fee and Dividend proposal previously did. All dependent children under 19 years old in an eligible household will be entitled to receive a half-share carbon dividend.

According to the Dividend Delivery Study, this change would reduce the size of the dividends paid to a household with two or fewer children by about 2.4 percent, but would increase total dividends paid to a couple with three or more children. For example, a family with two children would receive about $1.60 less per month during the first year, but a family with three children would get about $11 more than they would have under the old policy.

This change will also simplify eligibility determinations and management of the dividend payments, thus reducing administrative cost.

2.4. What does it mean for the annual fee increase to be adjusted for inflation?

The Carbon Fee and Dividend and the 2018 version of the Energy Innovation and Carbon Dividend Act did not specify whether an inflation adjustment would be applied to the annual $10/mt increase. But a cost analysis showed that without an inflation adjustment, the effectiveness of the fee increase would be weakened as the years went by and the value of a dollar diminishes.

The policy needs to remain strong, because the deeper emissions cuts go, the harder it is to get a little more. That's why the bill sponsors felt it was essential to adjust the fee increase for inflation. Making this adjustment also brings the carbon fee within the range of carbon prices recommended in the IPCC SR1.5 report to hold global temperature below 1.5°C.

2.5. **What are the special provisions for agriculture?**

The Energy Innovation and Carbon Dividend Act of 2019 provides a refund of carbon fee costs in fuels — chiefly diesel fuel — used on farms. This is considered an extension of a fuel tax exemption that is already in place for agricultural fuels. It would not apply to other forms of energy such as electricity used on a farm. Although it will provide relief for farmers, in practice it would have little impact on total U.S. greenhouse gas emissions because agricultural fuel-generated emissions account for less than 1 percent of our total emissions.

Another provision related to agriculture concerns is non-fossil fuel emissions from the carbon fee. Since this policy is focused on fossil-fuel emissions, it does not cover things like methane from livestock and manure and nitrous oxide from farming operations. Although this was implicit in the Carbon Fee and Dividend, the text of this bill makes it explicit by saying that "non-fossil fuel emissions that occur on a farm" are not subject to the carbon fee.

It should also be noted that, although there are no specific provisions spelled out for fertilizer, the CCS refund covered above would give fertilizer manufacturers an opportunity to minimize their embedded carbon fee costs by sending their waste CO_2, which is normally produced in the process, to a sequestration site instead of into the atmosphere.

2.6. **What are the special provisions for the military?**

The Energy Innovation and Carbon Dividend Act of 2019 provides a refund of carbon fee costs in covered fuels used by the military. This would include gasoline, diesel, or other fuels used for ships, planes, and ground transport, plus coal, oil, or natural gas used to generate electricity on military bases and in field operations.

Based on Defense Department fuel procurement reports here and here, greenhouse gas emissions from our military amount to about 1.2 percent of total U.S. emissions, but accounts for a significant part of taxpayer support for the armed forces. The U.S. military has also been aggressively pursuing alternative sources of energy for strategic and environmental reasons, so we can expect that they will take full advantage of new developments in renewable and low-carbon energy technologies, further reducing their emissions.

2.7. **How are the rules for fluorinated gases different?**

Fluorinated gases are potent greenhouse gases, but are quite different from the others we are familiar with. Unlike CO_2, methane, and nitrous oxide, they are not produced from fossil fuel combustion or leakage from fossil fuel equipment and pipelines. They are produced industrially for refrigeration and some other applications.

After the Montreal Protocol was signed in 1987 to eliminate the use of Freon® and other chemicals that harm the protective stratospheric ozone layer, they were replaced by other fluorine-containing gases that don't have that effect. Unfortunately, those replacements — hydrofluorocarbons (HFCs) — were later found to have global warming potential (GWP) many thousands of times greater than that of CO_2.

In 2016, countries met in Kigali, Rwanda, and crafted an amendment to the Montreal Protocol that mandates a phase-down of HFCs. In spite of support from both environmental groups and affected industries, U.S. ratification of that amendment has languished due to a patchwork of state rules and court cases. A simple nationwide policy to price HFCs and other fluorinated gases according to their global warming impact could break that logjam.

In Carbon Fee and Dividend, the carbon fee level was proposed to be scaled up according to the widely accepted GWP values for these gases. For example, the carbon fee for CFC-12 (one of the covered gases) would be multiplied by a factor of 10,800. With a carbon fee of $15 per metric ton, the fee for a metric ton of CFC-12 would be $162,000.

In the Energy Innovation and Carbon Dividend Act, the effective carbon fee multipliers for fluorinated gases will be 10 percent of their GWP. Experience in other countries (in 2014 Spain enacted a tax at 2 percent of GWP leading to a 45 percent reduction in one year) has shown that emissions of these gases can be reduced effectively even when the carbon fee is indexed to a small percentage of the GWP.

2.8. What is the provision to start carbon dividend payments before carbon fee collection?

The bill contains a provision for an "advance payment" of the first month's dividend to all recipients in the month prior to the collection of the carbon fee. This additional payment will be deducted from the fund over the following 36 months so the program remains revenue-neutral. In essence, the fund would "borrow" from future carbon fee receipts to finance that first month's dividends.

The objective of this provision is to ensure the public receives funds to absorb initial cost increases before prices actually rise.

2.9. What is the provision for CO_2 capture and sequestration?

If carbon dioxide can be captured or scrubbed out of an emissions source and "sequestered" in some permanent form, it doesn't contribute to global warming. The greatest potential to sequester large amounts of CO_2 is in deep underground storage, far below the earth's surface. Recent research has shown that a common form of rock called basalt can lock up CO_2 permanently. Scrubbing CO_2 out of industrial gases is well known and widely used when necessary for engineering reasons, but it has not been practiced for environmental reasons because there is currently no financial reward for doing so.

The Energy Innovation and Carbon Dividend Act changes that by providing a refund for companies that collect and sequester CO_2 produced by a covered fuel (coal, oil, or natural gas) in a manner that is "safe, permanent, and in compliance with any applicable local, State, and Federal laws," as determined by consultation with the EPA. The refund would be equal to the carbon fee that was in place when the CO_2 was created (presumably through combustion). The Energy Innovation and Carbon Dividend Act also stipulates that the refund would be modified by any amount of "likely" escape into the atmosphere, as determined by the EPA.

In practice, CO_2 capture and sequestration (CCS) could be applied to any power plant or manufacturing process that burns coal, oil, or natural gas and vents the CO_2 to the atmosphere. Another likely application is in ammonia fertilizer manufacture, where pure CO_2 coming out of the process is often released to the atmosphere, but could be compressed and sent to a pipeline that carries it to a sequestration site.

This provision in the bill allows CCS-equipped facilities to compete on a level playing field with low-carbon energy technologies like wind, solar, hydro, and nuclear energy. It doesn't subsidize or fund research into CCS, but simply allows private companies to determine for themselves if they judge the carbon price to be sufficient to justify investing in CCS. The "safe, permanent" language ensures that any concerns about leakage or seismic disruption would be addressed before a sequestration site would be approved.

2.10. What are the limits placed on EPA regulation of greenhouse gases?

The Energy Innovation and Carbon Dividend Act includes narrow limits on regulations related to greenhouse gas emissions covered by the carbon fee, so that those emissions are not subject to both the fee and regulation for the first 10 years. After that time, if the emission targets mandated in the bill are not being met, EPA regulatory authority over covered GHG emissions would be restored.

This is one of three 'environmental integrity' mechanisms built into the bill, the others being a ratcheting up of the carbon fee from $10 to $15 per metric ton if targets are not met, and two National Academy of Sciences studies of environmental impacts.

Importantly, the Clean Air Act will remain the law of the land. The Clean Air Act is the foundational EPA authority over greenhouse gases and was confirmed by the Supreme Court's Massachusetts vs. EPA ruling in 2006.

The regulatory limits in this bill affect only three existing mechanisms: (1) the Clean Power Plan (CPP), which never went into effect and is being replaced by the Affordable Clean Energy rule (ACE) proposed by the Trump Administration; (2) permitting rules referred to as 'New Source Performance Standards' (NSPS) for new industrial plants that emit greenhouse gases; and (3) permitting rules for plant modifications under the same NSPS provisions. These three mechanisms would be put on hold as long as emissions targets were being met.

This bill explicitly preserves the limits on greenhouse gas emissions from vehicles that are part of the Corporate Average Fuel Economy (CAFE) Standards, including California's waiver to apply more stringent emission standards.

EPA rules that don't directly regulate covered greenhouse gases will remain untouched and still in effect: pollutants like NOx, sulfur, ozone, particulates, and mercury; GHG authority over non-road vehicles and aircraft; the Renewable Fuel Standard for GHG reduction in gasoline; and the methane abatement program that applies to leaked and vented methane from oil and gas operations. Additionally, states would retain authority to pass GHG regulations.

There is overwhelming evidence from recent economic literature that a policy like this will effectively reduce GHG emissions far more than any existing or proposed regulation, including the CPP. This is also supported by the REMI report and by a review of 11 different revenue-neutral carbon pricing plans in a February 2018 issue of Climate Change Economics. Furthermore, compared to the CPP's 2030 emissions target, this bill's statutory requirements would exceed it by a factor of nine.

The carefully written provisions in this bill allow the carbon fee to simply, affordably, and effectively reduce greenhouse gas from fossil fuels while preserving regulatory authority as a backstop.

2.11. What are the terms under which the program would end?

The carbon fee enacted by the Energy Innovation and Carbon Dividend Act will stop rising when U.S. greenhouse gas emissions have fallen 90 percent below 2016 levels. This is slightly different from the Carbon Fee and Dividend proposal, wherein the target was 90 percent below 1990 levels, but U.S. emissions in 2016 were very close to those in 1990.

The bill has an additional provision for ending the program entirely when the 90 percent reduction target is achieved and the monthly adult carbon dividend is less than $20/month for three consecutive years. This ensures no hard landing from the end of the program for families that might come to depend on it; it will ease people on with the gradual increase, and ease people off with the gradual replacement of fossil fuels by low-carbon alternatives.

Achieving 90 percent reduction for as long as three years would mean that the transition away from fossil fuel dependency is essentially complete and irreversible. That's a very high bar! Ending the program under those conditions is a reasonable requirement.

2.12. What does it mean for exported fossil fuels to get a refund?

In Carbon Fee and Dividend, only carbon-intensive exports like steel, aluminum, and paper would have been subject to a border carbon adjustment, while exported fossil fuels would pass through without an adjustment. However, in the Energy Innovation and Carbon Dividend Act, exported fossil fuels are considered eligible for the carbon border fee adjustment. Depending on carbon pricing (or lack thereof) in the destination country, exporters of fossil fuels may get a refund under the border fee adjustment.

Specifically, the bill stipulates that the U.S. exporter would get a refund equal to the difference between the U.S. carbon fee and the destination country's carbon price, with the caveat that no exporter would ever get a refund of more than the embedded carbon fee. The effect of this would be to keep the price of exported U.S. fossil fuels on par with their foreign competitors regardless of the carbon price.

In terms of global climate mitigation, this would have little downside because it would only affect which country's coal, oil, or gas is burned, not the total amount burned. Besides, most of our major trading partners have already started instituting carbon pricing, and this policy should, just like the carbon border fee adjustment on emissions-intensive goods, increase the likelihood of more countries joining in.

2.13. What are the National Academy of Sciences studies mandated in the bill?

The bill stipulates that the EPA must engage the National Academy of Sciences (NAS) to conduct two studies once the bill has become law.

The first study, to be completed and made public within 10 years, will analyze the effectiveness of the carbon fee in meeting the law's emissions reduction schedule, forecast the emissions out to 2050, and make recommendations on whether the carbon fee increases should be adjusted. The report will also detail the effectiveness of the carbon fee for different sectors of the economy, and recommend any further actions to be taken, including regulations, to improve performance if necessary.

The second study, to be completed and made public within 18 months, will analyze how the carbon fee is affecting the use of biomass for energy and the resulting impacts on 'carbon sinks' and biodiversity. The term 'carbon sinks' refers to the removal of CO_2 from the atmosphere through natural processes in plants and soil. Biomass energy is theoretically carbon-neutral as long as the CO_2 released by its use does not exceed the amount that would have been released through natural processes, and that it does not result in land use change that increases emissions. The study aims to ensure that expansion of biomass energy does not upset this balance or increase threats to biodiversity. As with the first NAS study, this one will also make recommendations to mitigate any adverse impacts that are revealed. These two studies constitute the third environmental integrity mechanism built into the bill.

3. **Why does CCL support this bill?**

   CCL is supporting this bill because it's good for the climate, good for people, and consistent with the values we have always articulated to our volunteers.

   The aggressive rate of carbon fee increase in this bill guarantees it will exceed Clean Power Plan (CPP) targets and the U.S. emissions target written into the Paris Agreement. In fact, it will put us well on the way to a 90% reduction below 1990 emissions by 2050. It would also result in a reduction of fossil fuel emissions that tracks closely the IPCC recommendations for emissions reduction through 2040 in their October 2018 Special Report (see below).

   The 100 percent dividend in this policy ensures that about 60 percent of families in the U.S. end up ahead, particularly lower-income families. This guarantees long-term support for the policy. The carbon border fee adjustment provides a real incentive for other countries to match the price in this bill, as a global response is needed to a global problem.

   The regulatory adjustments are narrow, simply preventing redundant regulations, and keeping intact key legislation like the Clean Air Act. This policy would go far beyond the now-defunct CPP regulations it would replace, hitting the CPP targets for 2030 in just 4 years.

   In short, CCL is supporting this bill because it is very nearly the proposal we spent nearly 10 years lobbying for, and we believe it will bring us much closer to the livable world for which we strive. We are thrilled to see it in Congress and will work to help it pass.

4. **Does this policy affect the ability to litigate based on greenhouse gas emissions?**

   No. This policy does not limit anyone's ability to litigate based on greenhouse gas emissions.

5. **How does the emissions reduction schedule in light of the October 2018 IPCC Special Report?**

   The IPCC report recommends a reduction of global CO_2-equivalent emissions of at least 40 percent from the 2010 level by 2030 to stay on track for staying below 1.5°C. As written, the emissions reduction schedule in this bill would hit that target for U.S. emissions just one year later, in 2031, and would be within a few percent of the IPCC curve thereafter. Cutting emissions from the world's second-largest emitter by 90 percent would be a huge boost to our chances of staying below 1.5°C this century. No other bill that's been proposed would come close.

   Additional perspective on the IPCC report can be found in a CCL presentation that was given in Washington D.C. on November 12, 2018. CCL has also prepared a laser talk on the 2018 IPCC Special Report.

6. **How does this bill relate to the Clean Power Plan?**

   The Clean Power Plan (CPP) was proposed by the EPA under President Obama, but was never put in place due to lawsuits still pending in the courts. The Trump administration is widely expected to eliminate the policy and has initiated the process for the EPA to repeal the plan.

   As mentioned above, the Energy Innovation and Carbon Dividend Act would provide for emissions reduction far in excess of the CPP. This policy would go far beyond the CPP regulations it would replace, hitting its targets for 2030 in just four years.

   So while the Energy Innovation and Carbon Dividend Act would limit EPA regulations on emissions covered by the carbon price, including the CPP, the net effect of the policy would far outweigh the CPP and any currently planned greenhouse gas regulations.

   This policy would not touch regulations affecting pollutants like NOx, sulfur, ozone, particulates, and mercury; CAFE mileage standards for cars and trucks; GHG authority over non-road vehicles and aircraft; and the methane abatement program that applies to the oil and gas industry. Additionally, states would retain authority to pass GHG regulations within their borders.

7. **How does this policy deal with fugitive (leaked or vented) methane from natural gas production?**

   Under this policy, natural gas, like other fossil fuels, is assessed a fee based on the greenhouse gases expected to be released when it is burned. But natural gas can also leak directly into the air, and its main component, methane, is a greenhouse gas with a global warming potential 28 to 36 times that of CO_2 over a 100-year period.

   Since there are no widely accepted methods to accurately measure methane leakage, this policy does not assess a fee on it, but explicitly preserves federal authority to regulate fugitive methane from oil and gas operations.

   For more information see our laser talk on natural gas.

8. **How is the 2019 House bill, H.R.763, different from the 2018 House bill, H.R.7173?**

   The changes for 2019 are primarily technical, but important to ensure effectiveness, facilitate administration of the policy, and improve prospects for passage.

   - The basis year for emissions reductions was updated from 2015 to 2016.
   - The year of enactment was updated from 2018 to 2020.
   - The emissions reduction schedule was updated to stay on target for 90 percent reduction of covered emissions by 2050.
   - An inflation adjustment was explicitly included for the annual increase in the carbon fee.
   - A carbon fee refund for military use of covered fossil fuels was added.
   - A ‘biodiversity’ element was added to the scope of National Academy of Sciences study of biomass energy.
   - Various clarifying words and phrases were added, such as ‘metric’ before all instances of ‘tons.’

Agenda Item No:2.

Council Agenda Item Report

Meeting Date: February 28, 2019
Submitted by: Kirsten Whetstone
Submitting Department: Planning
Item Type: Staff Report
Agenda Section:

Subject:
Consideration to Approve Ordinance 2019-11, an Ordinance Approving the Residences at the Tower Condominiums Plat Located at 8680 Empire Club Drive, Park City, Utah
(A) Public Hearing (B) Action

Suggested Action:

Attachments:
Residences at the Tower Condominiums Staff Report and Ordinance

Residences at the Tower Condominiums Exhibits

City Council
Staff Report

PLANNING DEPARTMENT

Subject: **Residences at the Tower Condominiums**
Author: **Kirsten Whetstone, MS, AICP- Senior Planner**
Date: **February 28, 2019**
Type of Item: **Legislative- Condominium Plat**

Project Number:	PL-18-04006
Applicant:	Storied Deer Valley, LLC
Location:	8680 Empire Club Drive
Zoning:	Residential Development (RD) as part of the Flagstaff Annexation and Master Planned Development (MPD) and the Village at Empire Pass MPD (VEP MPD)
Adjacent Land Uses:	Deer Valley Resort, condominiums, townhouses, vacant development parcels of the Village at Empire Pass Pod A and open space
Reason for Review:	Plat amendments require public hearing and recommendation by the Planning Commission with final action by City Council.

Summary Recommendation

Staff recommends City Council holds a public hearing for the Residences at the Tower condominium plat, and considers approving the plat pursuant to findings of fact, conclusions of law, and conditions of approval found in the Ordinance.

Proposal

The applicant requests approval of the Residences at the Tower condominium plat (**Exhibit A**) for 14 multi-family residential units (42,453 sf) utilizing 21.227 unit equivalents (UE), one ADA unit (737 sf) and one 737 sf deed restricted employee housing unit (EHU), a 509 sf police substation, and the private Talisker Club located on a 1.53 acre Lot 9 of the First Amended Village at Empire Pass Phase 1 Subdivision (**Exhibit H**).The plat includes Support Commercial uses as well as club and residential accessory uses, parking, circulation, mechanical and storage space, as outlined below.

The property is subject to the Village at Empire Pass MPD (VEP MPD), approved by the Planning Commission on July 28, 2004 (**Exhibit E)**. This plat memorializes density, uses and configuration of units, and identifies areas of private and common ownership consistent with the Conditional Use Permit approved by the Planning Commission on February 13, 2019, at which meeting the Commission also unanimously forwarded to City Council a positive recommendation on the plat.

An attached **Memorandum of Agreement (Exhibit L)** specifies that the Empire Pass Master Owners Association (EPMOA) is the responsible party for compliance with specific sections of Technical Reports #5 - Open Space Management and #6 - Historic Preservation. These Technical Reports relate to maintenance and preservation of sites within the Flagstaff Development area. The Agreement was reviewed by the Planning

Commission on February 13, 2019. The Agreement requires a recommendation by Planning Commission with final action by the City Council. The Agreement outlines funding and timing of preservation work and requires an updated inventory/historic preservation plan to be submitted and approved within six months, as summarized below.

Summary of Agreement

As currently presented, EPMOA will contribute $20,000 annually out the existing Open Space /Transit Management Fee for the next 10 years for historic preservation activities, with a 10 year extension consideration. EPMOA will retain an equal matching $20,000, also from the existing Open Space / Transit Management Fee for the City's share. This funding for historic preservation is existing fees redirected for the purpose of historic preservation. This change and the draft MOA will require separate approval by the City Council at another meeting. [Council is not reviewing and approving the draft MOA attached as Exhibit B to the Ordinance at this time.] The fee will be placed in a Maintenance fund held by the EPMOA, to be distributed after a yearly review by EPMOA and the City. The annual scope of work will need the approval of the parties. .

Additionally, EPMOA and Storied agree to one time payments (not from the existing Open Space/Transit Management Fee) as follows:

- To Park City Museum and Historical Society, $65,000, to reimburse the society for amounts expended in preserving the Little Belle Mine Ore Bin.
- To Park City, $40,000 each (total $80,000) to be held in escrow for costs incurred by the Association related to stabilization/preservation work at the Judge Mining and Smelter building, and other priorities to be identified in the amended Historic Preservation Plan.

An update to Technical Reports #5 and #6 to reflect current ownership and mine operations will be completed by EPMOA and the City within six months, which is a Condition of Approval on the pending REDUS Park City, LLC (REDUS) submitted Twisted Branch Subdivision or any other REDUS subdivision application, whichever comes first. REDUS Park City, LLC is a Co-Declarant with Storied Deer Valley, LLC under the Flagstaff DA. They assumed the role of Master Developer from United Park City Mines following foreclosure of UPCM assets at Flagstaff. REDUS is a Wells Fargo affiliate.

The City is currently in discussions with Deer Valley Resort regarding additional contributions related to maintenance of sites identified in the Open Space Management Plan. Separate agreements are pending for one-time contributions from Storied Deer Valley, LLC and REDUS to reimburse for stabilization of the Little Bell ore bin and the Judge Mining and Smelting office.

Background / Timeline

June 24, 1999 – City Council adopted Ordinance 99-30 and Resolution 20-99 approving the annexation and development agreement for the 1,655 acre Flagstaff Mountain area. Resolution 20-99 granted the equivalent of a "large-scale" master planned development (MPD) and set forth the types and locations of land use;

maximum densities; timing of development; development approval process; as well as development conditions and amenities for each parcel. The Agreement was amended in **March of 2007** and includes 14 technical reports associated with the Empire Pass development area. The 2007 Amended Agreement, 14 technical reports, VEP MPD, and the Land Management Code, form the standards under which this development is reviewed. See **Exhibit F- Link to Flagstaff Development Agreement** and **Exhibit G** - **Link to Technical Reports** **(Technical Report 5 and see Flagstaff Preservation Plan Documents for Technical Report 6 and the 127 page Preservation Plan)**.

July 28, 2004 – Planning Commission approved the Village at Empire Pass Master Planned Development (VEP MPD). The purpose of the VEP MPD was to establish unit mix and density for the Mountain Village as well as addressing overall project infrastructure throughout the Annexation Area. The VEP MPD established building volumetric diagrams, including specific height exceptions, density and development location and requires CUP approval for lodge buildings prior to building permit issuance**.**
Exhibit E – Village at Empire MPD (VEP MPD) approval (link)
September 30, 2004 – City Council approved the Village at Empire Pass Phase 1 Subdivision that platted the east side lots of the Village at Empire Pass (**Exhibit H**). Proposal is located on Lot 9.

April 13, 2005 – Planning Commission approved the Tower Club Phase I CUP for 8,880 square feet consisting of 2,264 sf of MPD Resort Support Commercial (private dining, kitchen, small convenience store), and 6,616 sf of residential and resort accessory uses (ski lockers, recreation amenities, meeting room, kids club, circulation, storage, mechanical, as well as outdoor amenities such as pool, hot tubs, etc.). The Club was constructed in **2005 and 2006**.

February 13, 2008 – Planning Commission approved the Tower Club Phase II CUP for residential units on Lot 9. The approval for 25 units totaling 67,625 sf (33.81 UE) and one (1) ADA unit was granted an extension to July 1, 2010, by Planning Commission on **March 11, 2009**. A building permit for Phase II was not issued and the CUP expired. This current CUP proposal represents a reduction in residential density and residential area by 11 units and 25,000 sf (12.58 UE).

January 6, 2011 – City Council approved an amendment to the VEP Phase 1 Subdivision amending Lot 9 to address access, parking, and trail easements. The amended plat was recorded on **January 4, 2012** (**Exhibit I**).

December 14, 2016 – Planning Commission approved an amendment to the Tower Club Phase I CUP to allow an expansion of the private dining area, outdoor patio and accessory uses. The CUP expansion increased the MPD Resort Support Commercial to 3,379 sf. Construction of the expansion was completed in **2018**.

November 9, 2017 – City Council approved a second amendment to the VEP Phase 1 Subdivision combining Lots 1 and 2 into Lot A of the Second Amended Village at Empire Phase 1. The amended plat was recorded on April 10, 2018 and is the location of the Larkspur Townhomes 6 condominium plat currently under review.

October 9, 2018 - the City received a complete application for the Residences at the Tower Condominium plat and CUP (see this packet for the CUP report).

December 12, 2018 – Planning Commission reviewed the application, conducted a public hearing and continued this item to January 23, 2019, due to continuation of the associated Conditional Use Permit.

January 23, 2019 – Planning Commission reviewed the application, conducted a public hearing and continued this item to February 13, 2019 to allow additional time for drafting and review of the Memorandum of Agreement.

February 13, 2019 – Planning Commission approved the Residences at the Tower Conditional Use Permit (CUP), reviewed the Memorandum of Agreement related to historic preservation, and voted unanimously to forward to City Council a positive recommendation on the condominium plat.

Purpose

The purpose of the Residential Development (RD) Zoning District can be found in LMC Section 15-2.13-1.

Land Management Code (LMC) and VEP MPD Analysis

The proposal complies with LMC lot and site requirements of the RD District and the VEP MPD as described below.

Analysis

Zoning of the property is Residential Development (RD) subject to the VEP MPD. LMC lot and site requirements of the RD District and the VEP MPD are described below.

	RD District and/or VEP MPD
Lot Size	No minimum lot size. Lot 9 is 1.53 acres (66,711 sf).
Front yard setbacks LMC setback exceptions apply.	Minimum 25 feet to front facing garage, 20 feet to building. Proposed front setback is 20' and 25' (garage is 25'). Complies.
Rear yard setbacks LMC setback exceptions apply.	Minimum 15 feet rear setbacks. Proposed minimum rear setback is 75'. Complies.
Side yard setbacks LMC setback exceptions apply.	Minimum 12 feet side setbacks. Proposed minimum setback is 12'. Complies.
Building Height Zone allows 28 feet (33 feet for pitched roof 4:12 or greater). Village MPD Volumetric and Height Exception allows up to 86 feet above existing natural grade as follows: 20% of the building is permitted to reach max height of 74' (north end), 55% may reach 86' (central portion) and 25% (south end) may reach max height of 74'.	Proposed building does not exceed 86' in height with 20% (north) at or less than 74', and 55% at or less than 86', and 25% (south) is less than 74'. The plat is consistent with the VEP MPD building heights and volumetric, as further described in the Conditional Use Permit. Complies.

Parking The Flagstaff Transit and Parking Management Plan approved with the MPD requires a 25% reduction in parking from what would be normally required by the LMC and the Empire Pass HOA is required to provide shuttle services for the private Talisker Club.	Per LMC, based on unit sizes, 29 spaces are required for the 14 units, one ADA and one EHU. With the 25% reduction, 22 spaces are required. The underground parking structure has 22 spaces (including 1 ADA). There are 3 surface spaces along Village Way, 2 to be reserved as required for the police substation and one for service and delivery. Each unit is assigned one space as limited common and the remaining spaces are common. Complies.
Architectural Design All construction is subject to Village at Empire Pass Design Review Board (DRB) approval and LMC Chapter 15-5 Architectural Design Guidelines with final review conducted at the time of the Building Permit.	The addition matches the architectural character and materials of the existing building and complies with the Village MPD regarding architectural character, articulation, volumetric and height as further described in the CUP report. A report and letter from the DRB is an Exhibit to the CUP report. Complies.
Residential Units **(Previous CUP approval on this Lot was 25 units totaling 67,625 sf (33.81 UE).**	14 market rate multi-family units are proposed, ranging in area from 1,806 sf to 4,229 sf (total of 42,453 sf., 21.227 UE). Deed restricted unit is 737 sf. ADA unit is 737 sf. Total all residential is 43,927 sf. Current proposal represents a **reduction in density and size** by 11 units and 25,000 sf (12.58 UE). Complies.
MPD Resort Support Commercial **75,000 sf allowed.** **Allocated by CUP or plat** **Montage Spa- 35,000 sf** **Montage retail, restaurants/kitchens, bar, etc. -28,059 sf** **Grand Lodge- 1,275 sf** **Tower Club dining/kitchen/store- 3,379** **Remaining (prior to this application)** **7,287 sf**	**Existing-** as approved with the Amended Tower Club CUP- **3,379 sf** (kitchen, dining, store, spa) **Proposed expansion- 2,424 sf** (kitchen, dining, spa) **Total including this CUP expansion**: **5,802 sf** Sufficient MPD Resort Support Commercial exists for the proposed private club expansion and **4,863 sf will remain if this expansion is approved.** Complies.
Residential Accessory uses (Guest amenities)	Common residential and club accessory uses are provided on levels two and three, including locker rooms, storage, fitness and recreation, kids club, lounge/après/meeting room, ski prep area, lobby, and other areas for the use by club, residents and guests. No UE are required for these uses and these areas are platted as common/limited common for the residential accessory uses and Club area for the club accessory uses. Total accessory area is shown on the plat as 14,021 sf. Complies.

Density Summary The Development Agreement approved the Mountain Village (Pods A, B1 and B2) for a **maximum of 785 UE** (**550 multifamily units**) and 16 single family units. A maximum of 60 PUD style units were approved as part of the overall multi-family units. To date **509 multi-family units (757.28 UE)** have been approved, platted or built within the Mountain Village, including One Empire Pass. Constructed lodge style buildings include Shooting Star, Silver Strike, Flagstaff, Arrow leaf A and B, One Empire Pass and Grand Lodge. Empire Residences are under construction.	This CUP proposes the following: **Residential- 14 market rate multi-family units (42,453 sf (21.227 UE**), 1 ADA and 1 EHU = 43,927 sf total residential. There is sufficient remaining density for the proposed residential density. (**Exhibit K- Density Summary**). <u>Complies</u>.
Affordable Housing Amended Development Agreement requires a total of 118.9 AUE (Affordable Unit Equivalents) where 1 AUE is 800 sf. **This Lodge Building was assigned 0.75 AUE (600 sf) by the Developer.** Total off-mountain housing was satisfied in 2018. On-mountain housing (24.725 AUE) is partially complete with 16.675 AUE built and **8.05 AUE remaining. These remaining AUE are assigned to Buildings 1, 3, 4 and B2 East.**	The plat identifies **one 737 sf deed restricted affordable unit, or EHU, within the building consisting of 0.921 AUE.** This unit is platted as common area to be available with other units in the building. This unit shall be complete upon issuance of a certificate of occupancy for the entire building. A deed restriction is required. CCRs shall limit the HOA dues related to the deed unit. CCRs shall reflect a lower par-value to reflect the reduced cost of the unit (or exempt the unit from HOA fees). <u>Complies</u>.

The platted area includes the following (as shown on the plat):

Unit #	Floor Area (sf)	Parking required
Private Residential Units		
Unit 1	3,014	2
Unit 4 (see Units 2 and 3 below)	2,403	2
Unit 5	3,010	2
Unit 6	2,403	2
Unit 7	2,195	2
Unit 8	1,810	1.5
Unit 9	1,806	1.5
Unit 10	2,132	2
Unit 11	4,229	2
Unit 12	4,166	2
Unit 13	4,229	2
Unit 14	4,166	2
Unit 15	3,624	2
Unit 16	3,266	2
14 Residential Units platted as private residential area	**42,453 (21.227 UE)**	27

Unit 2 (ADA) platted as common area	**737 sf**	1
Unit 3 (EHU) platted as common area	**737 sf**	1
MPD Resort Support Commercial platted as the Club area (kitchen, dining, store, spa, and lounge).	**5,803 sf** (adding 2,424 sf to existing 3,379 sf for kitchen, dining, lounge, store, spa)	n/a
Residential and Club accessory uses- admin office, storage, meeting room, circulation, residential/ guest accessory amenities, fitness, kids club, locker rooms, fitness and recreation area, swim entry area, etc. – common area for residential accessory and Club area for club accessory.	**14,021 sf**	n/a
Common circulation, vents, mechanical, housekeeping closets, etc. – common area and Club area.	**10,385 sf**	n/a
Police substation- platted as commercial area and restricted by conditions of approval and plat notes.	**509 sf**	2 space required by the Development Agreement and provided along Village Way
Parking garage area (includes parking spaces, drive aisles, mechanical, circulation) - platted as common and limited common appurtenant to residential units.	**11,168 sf**	22 spaces (25% of 29)
Total Building Area- of the Condominium plat (doesn't include walls, chases, and other structural spaces).	**85,813 sf**	n/a
Gross building area from Architects Plans, includes all platted building area and chases, walls, attics and other structural elements.	**88,149 sf**	n/a

Process

Approval of this application by the City Council constitutes Final Action that may be appealed following procedures found in Land Management Code § 15-1-18.

Good Cause

There is good cause for this plat, as conditioned, as it is consistent with the development pattern envisioned in the amended Flagstaff Development Agreement, associated Technical Reports, the Village at Empire Pass MPD and the approved CUP. Residential units are required to be platted as condominiums to memorialize density (units and UE). The condominium plat allows for the sale of individual units, provides one affordable, deed restricted employee housing unit on site and space for the police substation as required by the Emergency Response Plan of the Amended Development Agreement.

Department Review

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

Notice

On October 31st and November 28th, 2018, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was published in the Park Record and the Utah Public Notice website on October 27 and November 28, 2018 and on January 30, 2019.

Public Input

No public input has been provided on this plat application, which is in addition to input received on the CUP (see Exhibit M) regarding compliance with historic preservation requirements of the Development Agreement and Technical Reports.

Alternatives

- City Council may approve the Residences at the Tower condominium plat as conditioned or amended, or
- City Council may deny the plat and provide findings for this decision, or
- City Council may continue this item to a future date.

Significant Impacts

There are no significant fiscal or environmental impacts that result from this application that have not been addressed by the Development Agreement and/or conditions of approval. Platting the condominium units allows units to be sold separately; memorializes the density in terms of units and UE; and identifies private, common, and limited common area. The proposal provides a deed restricted employee housing unit.

Recommendation

Staff recommends the City Council holds a public hearing for the Residences at the Tower condominium plat, for fourteen (14) market rate multi-family residential units, 1 American Disability Act (ADA) unit, 1 deed restricted employee housing unit (EHU), a police substation, and the private Talisker Club (including proposed expansion) and considers approving the plat pursuant to the findings of fact, conclusions of law and conditions of approval as found in the Ordinance.

Exhibits

Ordinance
Exhibit A – Proposed plat
Exhibit B – Applicant's letter
Exhibit C – Existing Conditions survey and aerial photo
Exhibit D – Photos of the site
Exhibit E – Village at Empire Pass MPD approval (link)
Exhibit F – 2007 Amended Flagstaff Development Agreement (link)
Exhibit G – Technical report 5 and Flagstaff Preservation Documents (link)
Exhibit H – Village at Empire Pass Phase 1 Subdivision plat
Exhibit I – First Amended Village at Empire Pass Phase 1 Subdivision plat
Exhibit J – Construction Mitigation Plan preliminary
Exhibit K – Flagstaff Density Summary
Exhibit L – Memorandum of Agreement
Exhibit M – Public input

Ordinance 2019-11

AN ORDINANCE APPROVING THE RESIDENCES AT THE TOWER CONDOMINIUMS PLAT LOCATED AT 8680 EMPIRE CLUB DRIVE, PARK CITY, UTAH.

WHEREAS, the owners of the property known as the Residences at the Tower Condominiums, located at 8680 Empire Club Drive, petitioned the City Council for approval of the Residences at the Tower Condominiums plat; and

WHEREAS, on October 31st and November 28th, 2018, and January 30th, 2019, the property was properly posted and legal notice was sent to all affected property owners; and

WHEREAS, on October 27th and November 28th, 2018, and January 30, 2019, proper legal notice was published in the Park Record and on the Utah Public Notice website according to requirements of the Land Management Code; and

WHEREAS, the Planning Commission held public hearings on December 12, 2018, January 23, 2019, and February 13, 2019, to receive input on the Residences at the Tower Condominium plat;

WHEREAS, the Planning Commission, on February 13, 2019, forwarded a positive recommendation to the City Council; and,

WHEREAS, the City Council on February 28, 2019 held a public hearing on the condominium plat; and,

WHEREAS, it is in the best interest of Park City, Utah to approve the Residences at the Tower Condominium plat consistent with the Village at Empire Pass Master Planned Development, the 2007 Amended Flagstaff Development Agreement and Technical Reports and the Residences at the Tower Conditional Use Permit.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Residences at the Tower Condominium plat as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. Residences at the Tower condominium plat identifies 14 private market rate multi-family residential units totaling 42,453 sf, utilizing 21.227 UE, as well as 1 ADA unit and 1 deed restricted affordable unit, a police substation and the private Talisker Club located on Lot 9 of the First Amended Village at Empire Pass Phase I subdivision.

2. Lot 9 is located in the RD-MPD zoning district and contains 1.53 acres and is addressed as 8680 Empire Club Drive.
3. Access to the property is from Village Way and Empire Club Drive, which are both private streets.
4. Lot 9 is currently partially developed with the private Talisker Club that includes dining and other indoor and outdoor amenities for members.
5. The market rate multi-family residential units range in size from 1,806 sf to 4,229 sf with an average unit size of 3,032 sf. The 737 sf ADA unit is required to be identified as common area. The 737 sf EHU is also platted as common area.
6. A 509 sf police sub-station, platted as commercial area, is proposed on the lower level as a requirement of the Emergency Response Plan Exhibit #7 of the Flagstaff Development Agreement.
7. The property is subject to the Flagstaff Mountain Annexation and Development Agreement approved by City Council per Resolution No. 99-30 on June 24, 1999 and amended on March 2, 2007, as well as associated Technical Reports.
8. The Amended Agreement is the equivalent of a Large-Scale Master Plan and sets forth maximum project densities, location of densities, and developer-offered amenities for the annexation area.
9. The Amended Agreement specifies that a total of 87 acres, within three development pods (A, B1 and B2), of the 1,750 acres of annexation property may be developed for the Mountain Village. The Mountain Village is further constrained to a maximum density of 785 unit equivalents (UE) configured in no more than 550 dwelling units as multi-family, hotel, or PUD units, provided the number of PUD units does not exceed 60, and PUD units are included in the totals for multi-family units.
10. To date 509 multi-family units (757.28 UE) (of which 60 are PUD style units) and 16 single family units have been approved, platted and/or built within Pods A, B1 and B2 (according to current tabulations). This number includes the 70 units noted in the plat notes for the B2 East subdivision and also includes Empire Residence CUP units currently under construction as Building 3 and Moon Shadow Condominiums for 8 PUD units pending plat recordation). This number also includes all of the Larkspur Townhomes, including Larkspur Townhomes 6 which condominium plat is currently under review.
11. Constructed lodge style buildings include Shooting Star, One Empire Pass, Silver Strike, Flagstaff, Arrow Leaf A and B, Grand Lodge and Ironwood. Lodge buildings still to be approved within Pod A are: Building 1- Residences at the Tower (subject property) and Building 4. The Empire Residences (Lodge Building 3) are currently under construction.
12. There is sufficient density remaining within Amended Agreement and VEP MPD for the proposed 14 multi-family units (21.227 UE).
13. Amended Agreement requires a total of 118.9 AUE (Affordable Unit Equivalents) where 1 AUE is 800 sf. A total of 94.175 off-mountain AUE and 24.725 on-mountain AUE are required. Off-mountain housing has been satisfied. On-mountain housing is partially complete with 16.675 AUE built and 8.05 AUE remaining. These remaining AUE are assigned to Buildings 1, 3, 4 and B2 East.
14. Lodge Building 1 was assigned 0.75 AUE (600 sf) per the Developer at time of sale.
15. The proposed affordable unit consists of 737 sf (0.921 AUE) (not including dedicated storage areas located separate from the unit) platted as common area and shall be deed restricted per requirements of the Housing Resolution prior to plat recordation.

16. On July 28, 2004, the Planning Commission approved a Master Planned Development for the Village at Empire Pass (VEP MPD) (Pods A and B1) within the Flagstaff Mountain Annexation and Development area for Lodge Buildings grouped around the Silver Strike lift and ski runs, various townhouses making up a second tier of units, with PUD style detached units and single family lots on the perimeter. A common amenity building, known as the Tower Club, was central to the VEP MPD. A common mail area, indoor and outdoor recreation facilities, pedestrian connections and transportation pick-up/drop-off area were included. The VEP MPD also approved heights and Volumetrics for the Lodge buildings.
17. On September 30, 2004, the City Council approved the Village at Empire Pass Phase 1 Subdivision that platted the east side lots of the Village at Empire Pass.
18. On April 13, 2005**,** the Planning Commission approved the Tower Club Phase I CUP consisting of 2,264 sf of MPD Resort Support Commercial (private dining, kitchen, small convenience store), and 6,616 sf of residential and resort accessory uses (ski lockers, recreation amenities, meeting room, kids club, circulation, storage, mechanical, as well as outdoor amenities such as pool, hot tubs, etc.). The Club was constructed in 2005 and 2006.
19. On February 13, 2008, the Planning Commission approved the Tower Club Phase II CUP for residential units on Lot 9. The approval for 25 units totaling 67,625 sf (33.81 UE) and one (1) ADA unit was granted an extension to July 1, 2010, by the Planning Commission on March 11, 2009. A building permit for Phase II was not issued and the CUP expired. This current CUP proposal represents a reduction in residential density and residential area by 11 units and 25,000 sf (12.58 UE) from the 2008 approval.
20. On January 6, 2011, the City Council approved an amendment to the VEP Phase 1 Subdivision amending Lot 9 to address access, parking, and trail easements. The amended plat was recorded on January 4, 2012.
21. On December 14, 2016, the Planning Commission approved an amendment to the Tower Club Phase I CUP to allow a 1,115 sf expansion of the private dining area, as well as expanded outdoor patio area, 1,000 sf of expanded basement area for accessory uses. The CUP expansion increased the MPD Resort Support Commercial on Lot 9 to 3,379 sf. Construction of the expansion was completed in 2018. The building currently consists of 10,995 sf as indicated on the plans.
22. On October 9, 2018, the Planning Department received a complete application for a Condominium plat and a Conditional Use Permit for a fourteen (14) multi-family unit residential building to be located on Lot 9 of the First Amended Village at Empire Pass Phase One Subdivision.
23. The property is subject to subdivision plat notes that require compliance with the Amended Flagstaff Annexation and Development Agreement, approval of a Conditional Use Permit for each lodge building prior to issuance of a building permit, a declaration of condominium and a record of survey plat prior to individual sale of units, membership in the Empire Pass Master HOA, a 20’ snow storage easement along the street frontages, water efficient landscaping, and various utility and maintenance provisions.
24. The proposed condominium plat memorializes the density, size and configuration of units to be construction in one phase and identifies areas of private, common and limited common ownership, and private club area.

25. The Amended Agreement allows a maximum of 75,000 sf of MPD Resort Support Commercial uses. Lot 9 currently is approved, with the Amended Tower Club CUP for 3,379 sf (kitchen, dining, small store) of MPD Resort Support Commercial Uses. Montage Resort was approved for 63,059 sf of MPD Resort Support Commercial and Grand Lodge was approved with 1,275 sf.
26. Total utilized MPD Resort Support Commercial Uses for this building, including this CUP expansion, is 5,803 sf (adding 2,424 sf of Resort Support Commercial uses for Spa, kitchen, and lounge).
27. There is sufficient MPD Resort Support Commercial remaining for the proposed private club expansion as 4,863 sf (according to current tabulations) remain if this project is approved. This space is identified on the plat as part of the Club Unit with additional lines and labels calling out the specific square feet of these areas. A table of the Resort Support Commercial space shall also be included on the plat.
28. The Emergency Response Plan requires a police sub-station to be dedicated within the Empire Club building in Pod A. The Plan calls for “a facility with 3 office spaces, approximately 12’ by 12’ each, with a combined square footage of not less than 500 sf, plus two reasonably proximate parking spaces”. The unit is to be made available to Park City as an empty “white box” for no cost, and not subject to HOA dues or other assessments, as soon as occupancy permits are ready to be issued for the rest of the building and residential units. This space will be identified as a Commercial Unit specifically for the police substation that can be transferred to the City.
29. Guest amenity areas (pools and recreation areas, locker rooms, storage, club office and mechanical, entry areas, lobby and reception areas, lounge/après ski, restrooms, etc.) are proposed on the first, second and third levels. Common residential accessory uses do not require use of UEs. Total floor area of Club and residential guest accessory uses is 14,021 square feet.
30. Based on unit sizes, a minimum of 22 parking spaces are required when taking into consideration the 25% parking reduction (from the 29 required spaces) per the Flagstaff Development Agreement and MPD.
31. An underground parking structure provides 22 parking spaces, including 1 ADA spaces, as well as limited common storage areas for each unit. Two surface spaces are provided at the street for the police sub-station. One surface space will be provided for short term pick-up and drop-off.
32. Each unit has one assigned limited common parking space and the remaining spaces are common.
33. The plat is consistent with the approved Village at Empire Pass Master Planned Development and the Residences at the Tower Conditional Use Permit in terms of density, units, UE, building height, uses, setbacks, and parking.
34. The MPD requires Construction Mitigation Plans to be submitted with each CUP and building permit addressing all requirements of the Amended Agreement and Technical Reports.
35. A Master Homeowners Association document and Maintenance Agreement for the Mountain Village were reviewed and approved by the City prior to issuance of the initial building permits within the Mountain Village. This property is also subject to these documents, in addition to any declaration of condominium and CCRs recorded with the condominium plat.
36. The condominium plat allows for the sale of individual units.

Conclusions of Law

1. There is good cause for this condominium plat.
2. The condominium plat is consistent with the 2007 Amended Flagstaff Annexation and Development Agreement, the Village at Empire Pass MPD, the First Amended Village at Empire Pass Phase 1 Subdivision, the Park City Land Management Code and applicable State laws regarding condominium plats.
3. Neither the public nor any person will be materially injured by the proposed condominium plat.
4. Approval of the condominium plat, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval

1. The City Attorney and City Engineer will review and approve the final form and content of the condominium plat for compliance with State law, the Land Management Code, 2007 amended Flagstaff Development Agreement, Village at Empire Pass MPD and these conditions of approval, prior to recordation of the plat.
2. The applicant will record the condominium plat at Summit County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a request for an extension is submitted in writing and approved by the City Council.
3. City Engineer and SBWRD approval of the final infrastructure and utility plans is a condition precedent to plat recordation.
4. Development within Empire Pass is governed by that certain Amended and Restated Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, the 20-Acre Quinn's Junction Parcel, and Iron Mountain entered into by and between United Park City Mines Company, Deer Valley Resort Company, and Park City Municipal Corporation, a third class city of the State of Utah, and recorded on March 2, 2007, as Entry No. 806100 in Book 1850 at Page 1897 in the records of the Summit County Recorder, as amended or supplemented from time to time ("Development Agreement").The Development Agreement required the Developer, as such term is defined in the Development Agreement, to develop a Historic Preservation Plan, which said 127 page Historic Preservation Plan was prepared by SWCA, Inc., on August 2000 and is entitled, *Historic Preservation Plan for Flagstaff Mountain Association, Park City, Summit County, Utah,* as amended or supplemented from time to time including by that certain *Historic Preservation Plan, Exhibit 6* dated May 2001 (and subsequently Revised and Approved December 2001)(collectively, the "Historic Preservation Plan"). The *Historic Preservation Plan, Exhibit 6* dated May 2001 (and subsequently Revised and Approved December 2001)("Exhibit 6") identified historic preservation work needed at 21 historic mining sites within the Flagstaff Mountain Annexation Boundary and specified that the master homeowner association was responsible for maintaining any site that was not part of an ongoing operation.
5. The Agreement between the Empire Master Owner's Association and Park City attached at Exhibit B ("Agreement") to set forth a plan for the Association to address the Maintenance, as defined herein, needs of certain historic mining sites thereby achieving substantial compliance with the Historic Preservation Plan for the time

periods set forth herein. The Agreement shall be executed in full and ratified by the City Council prior to recordation of the Twisted Road Subdivision or other REDUS plat, whichever comes first.

6. Conditions of approval of the Village at Empire Pass Master Planned Development (MPD), First Amended Village at Empire Pass Phase 1 Subdivision, and the Residences at the Tower Conditional Use Permit (CUP) apply to this plat.
7. All applicable required and recorded utility, access, snow storage, trails, etc. easements shall be indicated on this condominium plat prior to recordation and building permit issuance.
8. The plat shall note that public safety access and public utility easements are hereby dedicated for all private streets and that that the private streets shall be owned, operated, maintained and repaired by the Master Association for the use and benefit of the owners of property in Empire Pass at Deer Valley in accordance with the Master Declaration.
9. This property is also subject to a Master Homeowners Association document and Maintenance Agreement for the Mountain Village, in addition to any declaration of condominium and CCRs recorded with the condominium plat.
10. A Construction Mitigation Plan, including truck routing, is a submittal requirement of the building permit application.
11. The deed restricted employee housing unit (EHU) shall be a minimum of 737 sf (0.921 AUE), exclusive of additional storage area to be dedicated to this unit. One AUE is equivalent to 800 sf according to the 2007 Development Agreement.
12. The EHU and ADA units shall be platted as common area.
13. A deed restriction for the EHU unit, acceptable to the City, shall be recorded with or prior to plat recordation. The deed restriction shall outline and resolve any issues or concerns regarding maintaining affordability of the unit. The plat shall note that the EHU is subject to a deed restriction. The EHU and ADA units shall be available for occupancy at the same time as the entire building and when the market rate units are issued a certificate of occupancy.
14. The CCRs shall limit the HOA dues related to the deed restricted employee housing unit (EHU) in order to ensure the Unit remains affordable. The CCRs shall reflect a lower par-value to reflect the reduced cost of the unit (or exempt the unit from HOA fees) to ensure that the unit doesn’t lose its affordability due to HOA fees.
15. The CCRs shall be submitted with the condominium plat for review and approval by the City prior to final condominium plat recordation.
16. Conditions related to the police sub-station unit shall be described in the CCRs, and/or by separate agreement with the City, prior to recordation, consistent with language in the Emergency Response Plan of the Amended Flagstaff Agreement.
17. The plat shall note that fire sprinklers are required for new construction on the Lot per the Chief Building Official at the time of review of building permits and all requirements for emergency access according to the Park City Fire District and Park City Building Department shall be addressed prior to building permit issuance.
18. The plat shall note the number and square footages of all residential units and shall indicate the total square footage and Unit Equivalents of the 14 market rate units and all common areas.
19. The plat shall note the Resort Support Commercial square footage and a table of the Resort Support Commercial space shall be included on the plat. The plat shall note

the Club and residential guest accessory square footage and shall include a table on the plat.

20. The CC&Rs shall provide notice and process for the tracking and collection of the Real Estate Transfer Fee as required and defined by the Flagstaff Mountain Development Agreement, as amended.
21. A plat note shall restrict the Resort Support Commercial areas and associated Club accessory areas as a Private Club for members and shall not be sold or used as a commercial or retail establishment for the public, with the exception of the store area.
22. A plat note shall restrict the police substation commercial unit as a police substation. In the event that the police substation is vacated by the City, the HOA may apply to amend this plat and the CUP for common or limited area storage, mechanical or other similar uses. No commercial, office or residential use is allowed unless additional density/UEs are acquired and the addition of such is approved by plat and CUP amendment.

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

PASSED AND ADOPTED this 28th day of February, 2019.

PARK CITY MUNICIPAL CORPORATION

____
Andy Beerman, MAYOR

ATTEST:

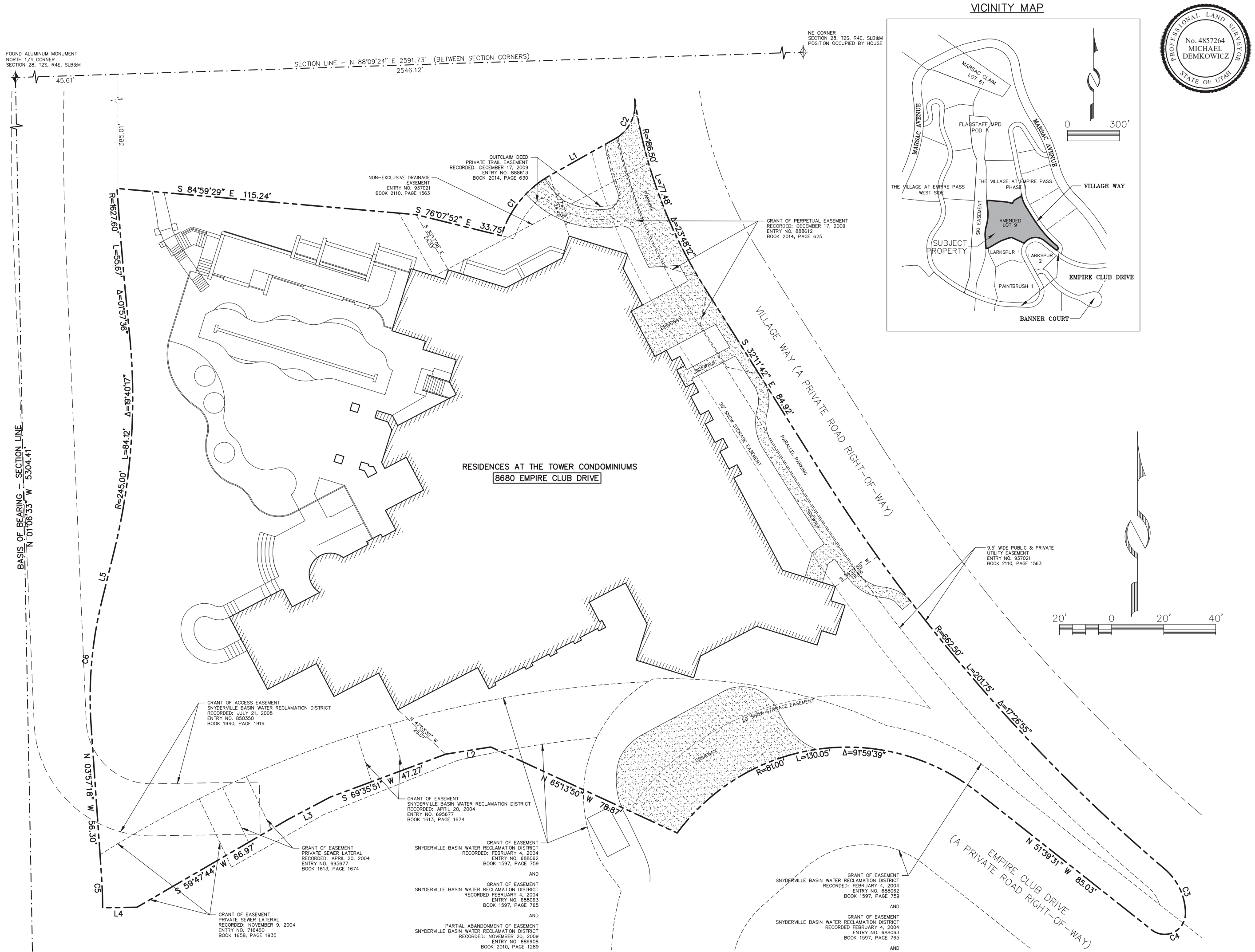
____
Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

____
Mark Harrington, City Attorney

Exhibit
Exhibit A – Condominium plat
Exhibit B – Memorandum of Agreement

EXHIBIT A



FOUND ALUMINUM MONUMENT
SOUTH 1/4 CORNER
SECTION 28, T2S, R4E, SLB&M

SURVEYOR'S CERTIFICATE

I, Michael Demkowicz, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 4857264, as prescribed under the laws of the State of Utah. I further certify that by authority of the owner, I have made a survey of the tract of land, together with easements, hereafter to be known as RESIDENCES AT THE TOWER CONDOMINIUMS and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

No. 4857264
MICHAEL DEMKOWICZ

LEGAL DESCRIPTION

Amended Lot 9, The Village at Empire Pass, Phase 1, Lot 9 First Amendment, according to the official plat recorded January 04, 2012, as Entry No. 937021, according to the official plat thereof on file and of record in the office of the Summit County Recorder.

TOGETHER WITH a right and easement of use and enjoyment in and to the Common Areas and Private Streets described and provided for in the Declaration (as said Declaration may have heretofore been amended or supplemented).

Excepting therefrom all oil, gas and minerals and any rights appurtenant thereto.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that Storied Deer Valley, LLC, a Delaware limited liability company, the undersigned owner of the herein described tract of land, to be known hereafter as RESIDENCES AT THE TOWER CONDOMINIUMS, does hereby certify that it has caused this plat to be prepared, and does hereby consent to the recordation of this plat.

ALSO, the owner or its representative, hereby irrevocably offers for dedication to Park City all the easements and required utilities and easements shown on this plat in accordance with an irrevocable offer of dedication.

In witness whereof, the undersigned set his hand this ______ day of _________________________, 2018.

STORIED DEER VALLEY, LLC,
a Delaware limited liability company

By: ____________________________
Name: Mark Enderle
Title: Chief Executive Officer

ACKNOWLEDGMENT

State of ______________________________:
ss:
County of _____________________________:

On this ______ day of _______________________, 2019, Mark Enderle personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is the Managing Member of Storied Development, LLC, a Delaware limited liability company, sole member of SDBP Manager, LLC, a Delaware limited liability company, the manager of SDBP Utah I, LLC, a Delaware limited liability company, the sole member of Storied Deer Valley, LLC, a Delaware limited liability company, and that said document was signed by him on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members, and he acknowledged to me that he executed RESIDENCES AT THE TOWER CONDOMINIUMS.

____
A Notary Public commissioned in ____________________

____
Printed Name

Residing in: __________________

My commission expires: ______________________

Commission No.________________

NOTES:

1. This condominium plat is subject to the Conditions of Approval in Ordinance 2019–______.
2. The Conditions of approval of the Village at Empire Pass Master Planned Development (POD A), approved July 28, 2004, shall continue to apply. All conditions of approval of the Flagstaff Annexation and Development Agreement, as amended, and the Village at Empire Pass Master Planned Development and the Village at Empire Pass Phase 1 subdivision plat, recorded November 24, 2004, as Entry No. 718034 shall continue to apply. This plat is subject to the Conditions of Approval of Ordinance 11–02, the First Amendment to the Village at Empire Pass Phase 1, Lot 9, passed and adopted January 6, 2011.
3. The Private Parking Easements shown hereon identify that portion of Amended Lot 9 that may be used for parking associated with the Shooting Star condominium development located on Lot 8 and as otherwise permitted in the referenced Grant of Perpetual Easement.
4. The Private Trail Easement shown hereon identifies that portion of Amended Lot 9 that may be used by all owners at the Village at Empire Pass development and their guests and invitees.
5. The maintenance of the private Lot 9 water system is the responsibility of the Lot 9 Village at Empire Pass Subdivision Association.
6. The units of Residences At The Tower Condominiums are served by a Common Private Lateral Wastewater Line. The Empire Pass Master Owners Association, Inc. shall be responsible for the operation and replacement of said Private Lateral Wastewater Line serving Residences At The Tower Condominiums. The cost of such maintenance and replacement shall be paid by the Empire Residences Owners Association, Inc. as part of the common expenses.
7. At the time of any resurfacing of Empire Club Drive, Village Way or Banner Court, the Master Association is responsible to adjust wastewater manholes to grade according to Snyderville Basin Water Reclamation District standards. Maintenance adjustment of manholes within private roadways included as part of specific developments shall be the responsibility of the homeowner's association for such development.
8. This plat records a total of 42,453 square feet of residential unit area that is subject to the unit equivalent (UE) representing 21.227 UE.
9. The dimensions of the private spaces and square footage calculations are based on drawings supplied by Swaback Architects and Planners. The square footages shown on this plat are calculated in accordance with the Utah Condominium Act and the Declaration of Condominium for Residences at the Tower Condominiums, a Utah Condominium Project. Such calculations typically differ somewhat from the square footage determined by the architect or others using different methods of determining unit size. It is the intent that the private ownership area of the units will be as constructed.
10. Public safety access and public utility easements are hereby dedicated for all private streets and that the private streets shall be owned, operated, maintained and repaired by the Master Association for the use and benefit of the owners of property in Empire Pass at Deer Valley in accordance with the Master Declaration.
11. A Construction Mitigation Plan, including truck routing, is a submittal requirement of the building permit application.
12. The Employee Housing Unit (EHU) is subject to a deed restriction.
13. Fire sprinklers are required for new construction on the Lot per the Chief Building Official at the time of review of building permits and all requirements for emergency access according to the Park City Fire District and the Park City Building Department shall be addressed prior to building permit issuance.
14. The use of the platted Resort Support Club Commercial/Club Unit areas shall be restricted as a Private Club for members and shall not be sold or used as a commercial or retail establishment for the public.

LINE TABLE

LINE	DIRECTION	LENGTH
L1	N 60°34'46" E	28.84'
L2	S 80°54'57" W	17.50'
L3	S 62°06'41" W	18.52'
L4	S 89°17'46" W	13.15'
L5	N 13°47'14" E	20.29'

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA
C1	40.00'	30.36'	43°29'19"
C2	15.00'	18.06'	68°58'17"
C3	22.50'	19.39'	49°22'10"
C4	8.00'	17.96'	128°36'56"
C5	245.00'	13.90'	03°15'03"
C6	155.00'	48.00'	17°44'32"

RESIDENCES AT THE TOWER CONDOMINIUMS

LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASIN AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

SHEET 1 OF 8

2/15/19 JOB NO.: 20-7-18 FILE: X:\Empire\dwg\srv\plat2018\200718.dwg

(435) 649-9467
Alliance Engineering Inc.
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS ______ DAY OF ___________, 2019

BY ________________
S.B.W.R.D.

PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION THIS ___ DAY OF ___________, 2019

BY ________________
CHAIR

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ______ DAY OF ___________, 2019

BY ________________
PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS ______ DAY OF ___________, 2019

BY ________________
PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS ___ DAY OF __________, 2019

BY ________________
MAYOR

CERTIFICATE OF ATTEST

I CERTIFY THIS PLAT MAP WAS APPROVED BY PARK CITY COUNCIL THIS ___ DAY OF __________, 2019

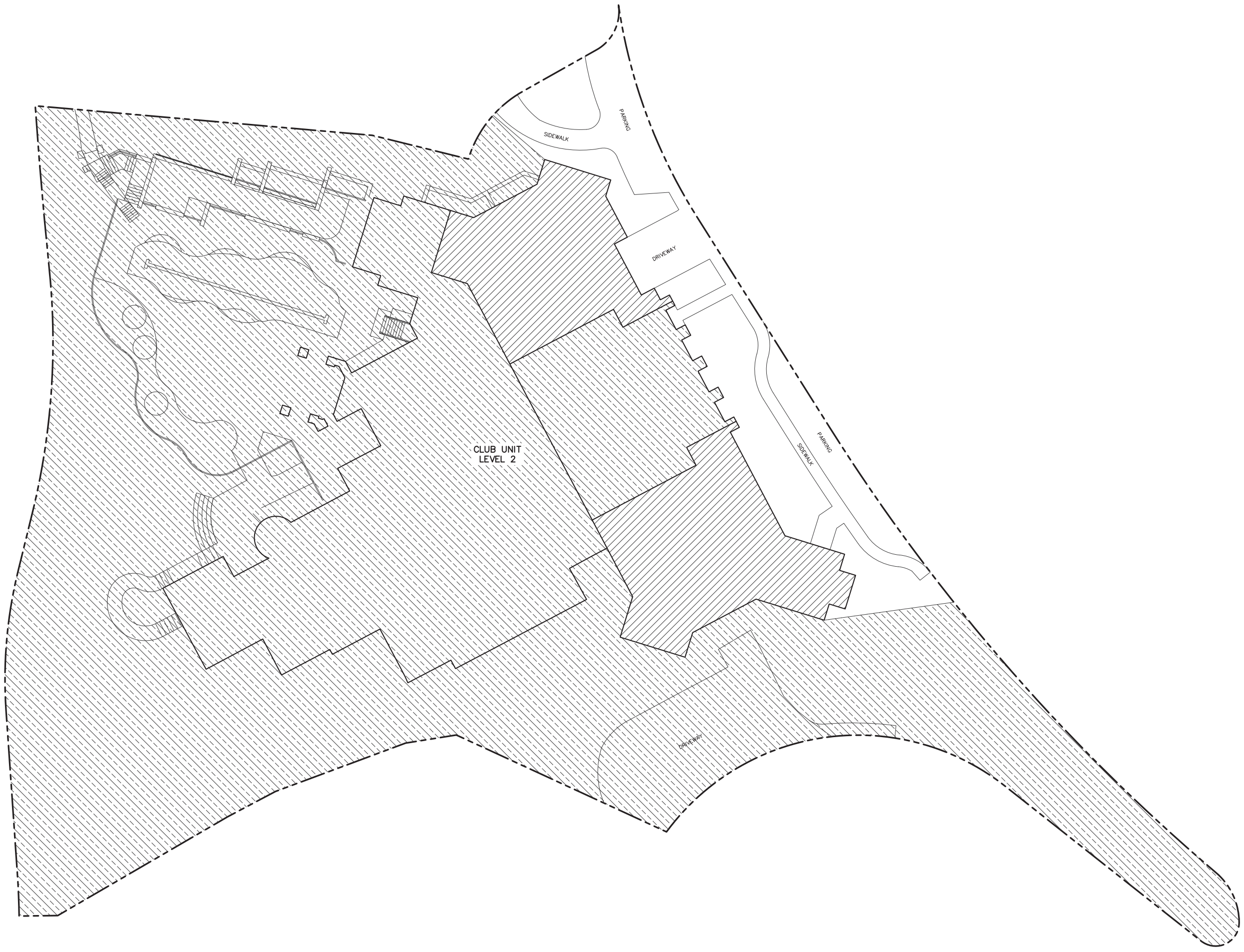
BY ________________
PARK CITY RECORDER

RECORDED

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

________ FEE
________________________ RECORDER

TIME ______ DATE _________ ENTRY NO. ____________



NOTE:

The primary purpose of this sheet is to illustrate the overall Club Unit ownership. See other sheets for specific ownership details.

20' 0 20' 40'

☐ COMMON AREA

▨ RESIDENTIAL UNIT

▩ LIMITED COMMON RESIDENTIAL

▧ COMMERCIAL UNIT

▧ RESORT SUPPORT COMMERCIAL / CLUB UNIT

2/15/19

SHEET 2 OF 8

JOB NO.: 20-7-18 FILE: X:\Empire\dwg\srv\plat2018\200718.dwg

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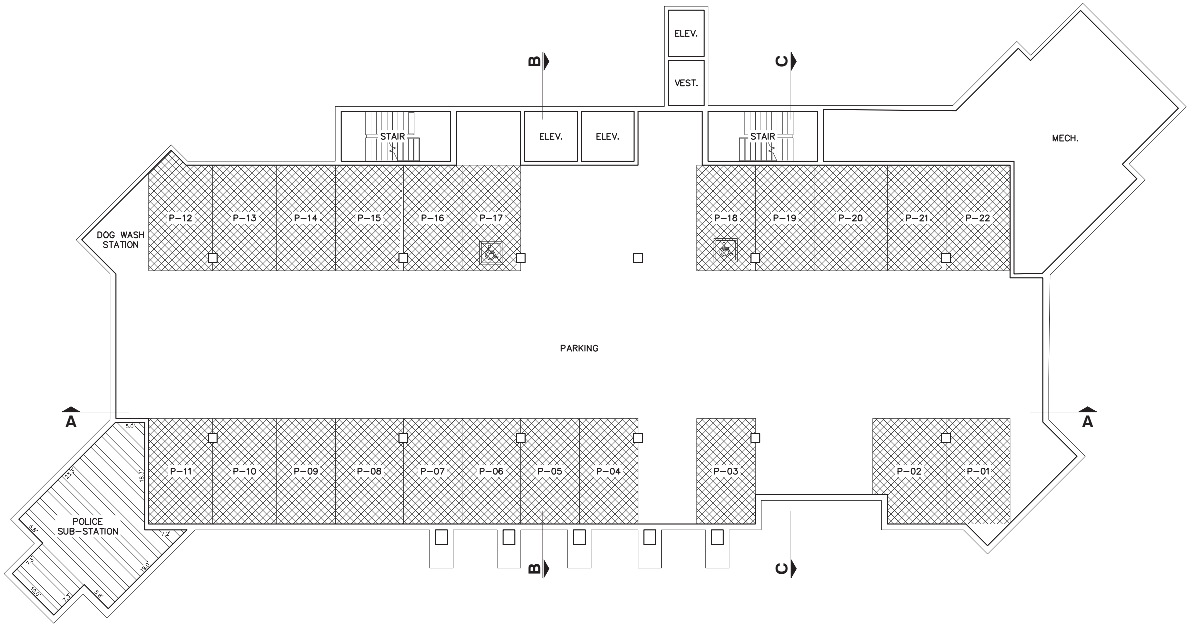
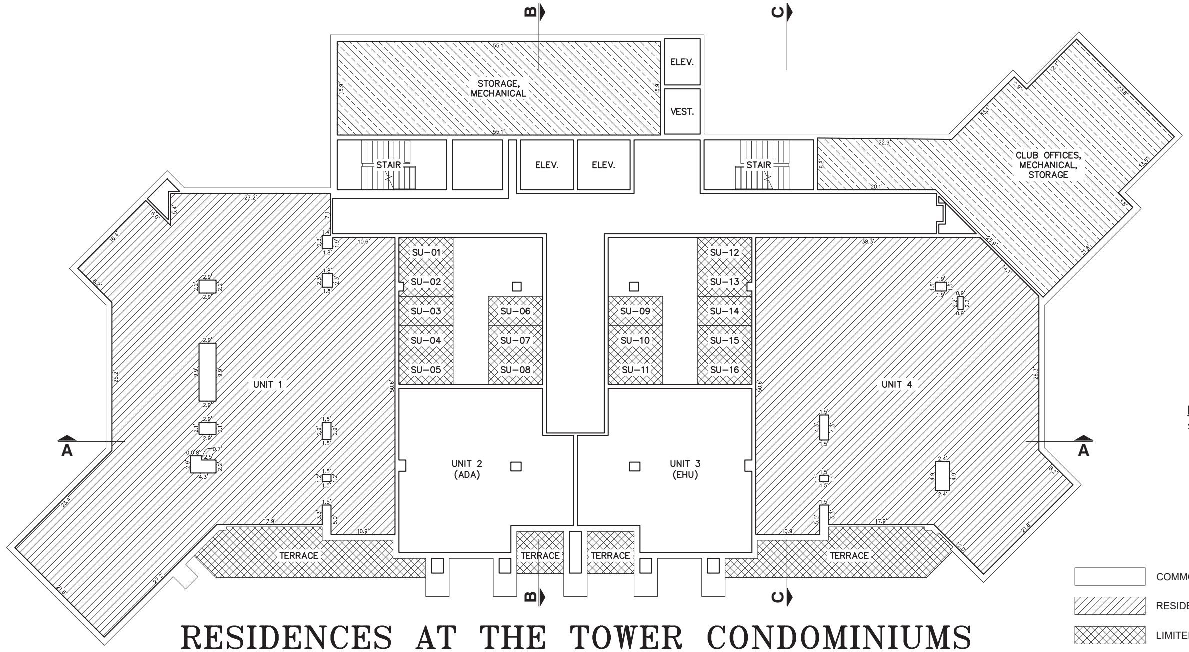


LEVEL P1
SCALE: 1" = 10'

LEVEL P1 SQUARE FOOTAGE TABLE

UNIT	SQUARE FOOTAGE
POLICE SUB-STATION	509 SF

LEGEND
EHU = EMPLOYEE HOUSING UNIT
ADA = AMERICAN DISABILITIES ACT
SU = STORAGE UNIT
P = PARKING



LEVEL 1
SCALE: 1" = 10'

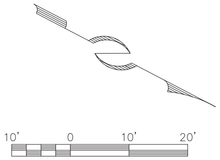
LEVEL 1 SQUARE FOOTAGE TABLE

UNIT	SQUARE FOOTAGE
1	3,014 SF
2 (ADA)	737 SF
3 (EHU)	737 SF
4	2,403 SF

LEVEL 1 CLUB UNIT SQUARE FOOTAGE TABLE

UNIT	SQUARE FOOTAGE
STORAGE, MECHANICAL	876 SF
CLUB OFFICES, MECHANICAL, STORAGE	1,143 SF

NOTE:
See additional Club Unit ownership on sheet 2.



☐	COMMON AREA
▨	RESIDENTIAL UNIT
▩	LIMITED COMMON RESIDENTIAL
▧	COMMERCIAL UNIT
▨	RESORT SUPPORT COMMERCIAL / CLUB UNIT

SHEET 3 OF 8

RESIDENCES AT THE TOWER CONDOMINIUMS

LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28,
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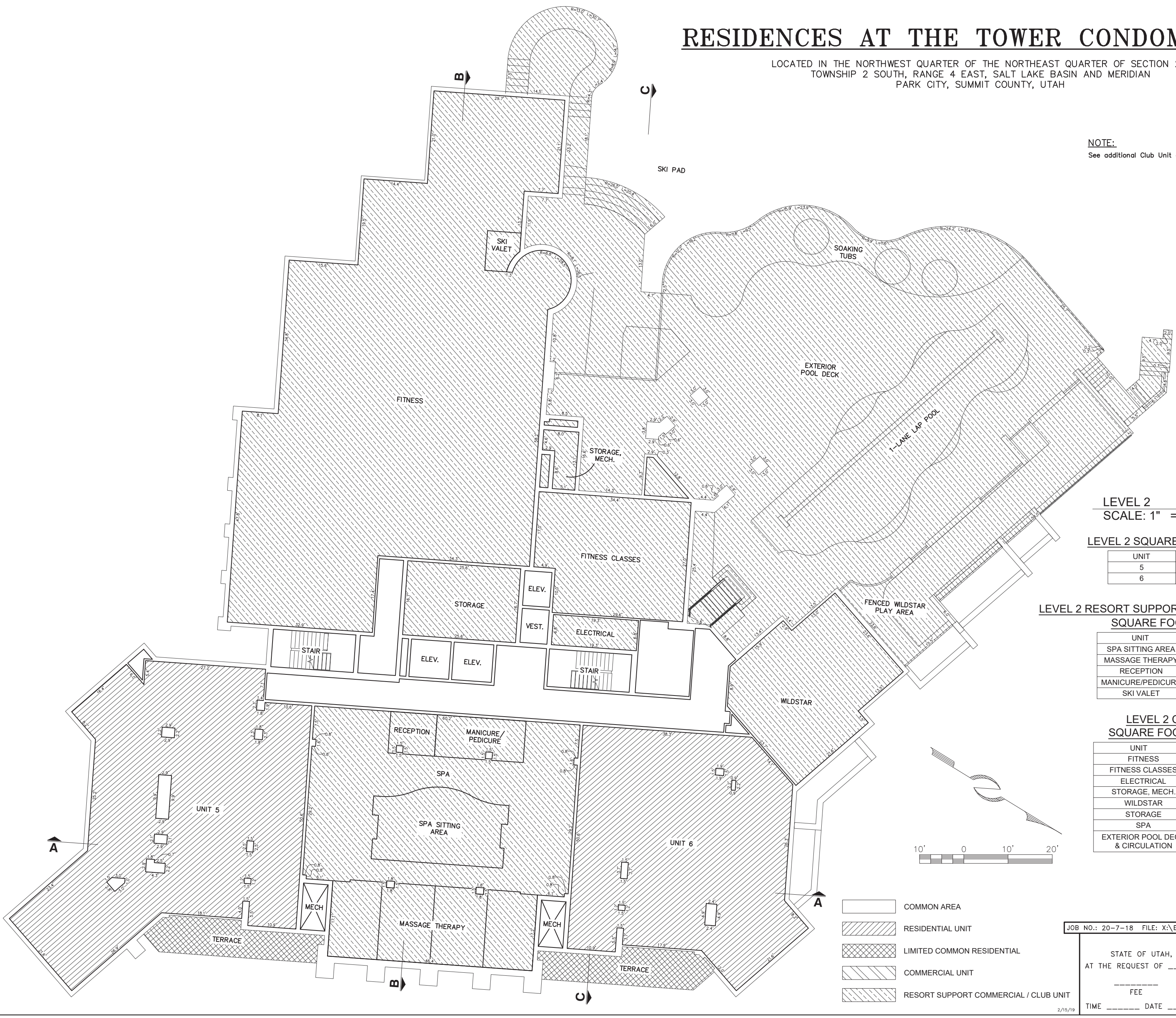
NOTE:
See additional Club Unit ownership on Sheet 2.



LEVEL 2
SCALE: 1" = 10'

LEVEL 2 SQUARE FOOTAGE TABLE

UNIT	SQUARE FOOTAGE
5	3,010 SF
6	2,403 SF

LEVEL 2 RESORT SUPPORT COMMERCIAL/CLUB UNIT SQUARE FOOTAGE TABLE

UNIT	SQUARE FOOTAGE
SPA SITTING AREA	459 SF
MASSAGE THERAPY	807 SF
RECEPTION	97 SF
MANICURE/PEDICURE	187 SF
SKI VALET	60 SF

LEVEL 2 CLUB UNIT SQUARE FOOTAGE TABLE

UNIT	SQUARE FOOTAGE
FITNESS	6,027 SF
FITNESS CLASSES	882 SF
ELECTRICAL	132 SF
STORAGE, MECH.	80 SF
WILDSTAR	950 SF
STORAGE	428 SF
SPA	1,550 SF
EXTERIOR POOL DECK & CIRCULATION	9,746 SF

☐	COMMON AREA
▨	RESIDENTIAL UNIT
▩	LIMITED COMMON RESIDENTIAL
▧	COMMERCIAL UNIT
▧	RESORT SUPPORT COMMERCIAL / CLUB UNIT

2/15/19

SHEET 4 OF 8

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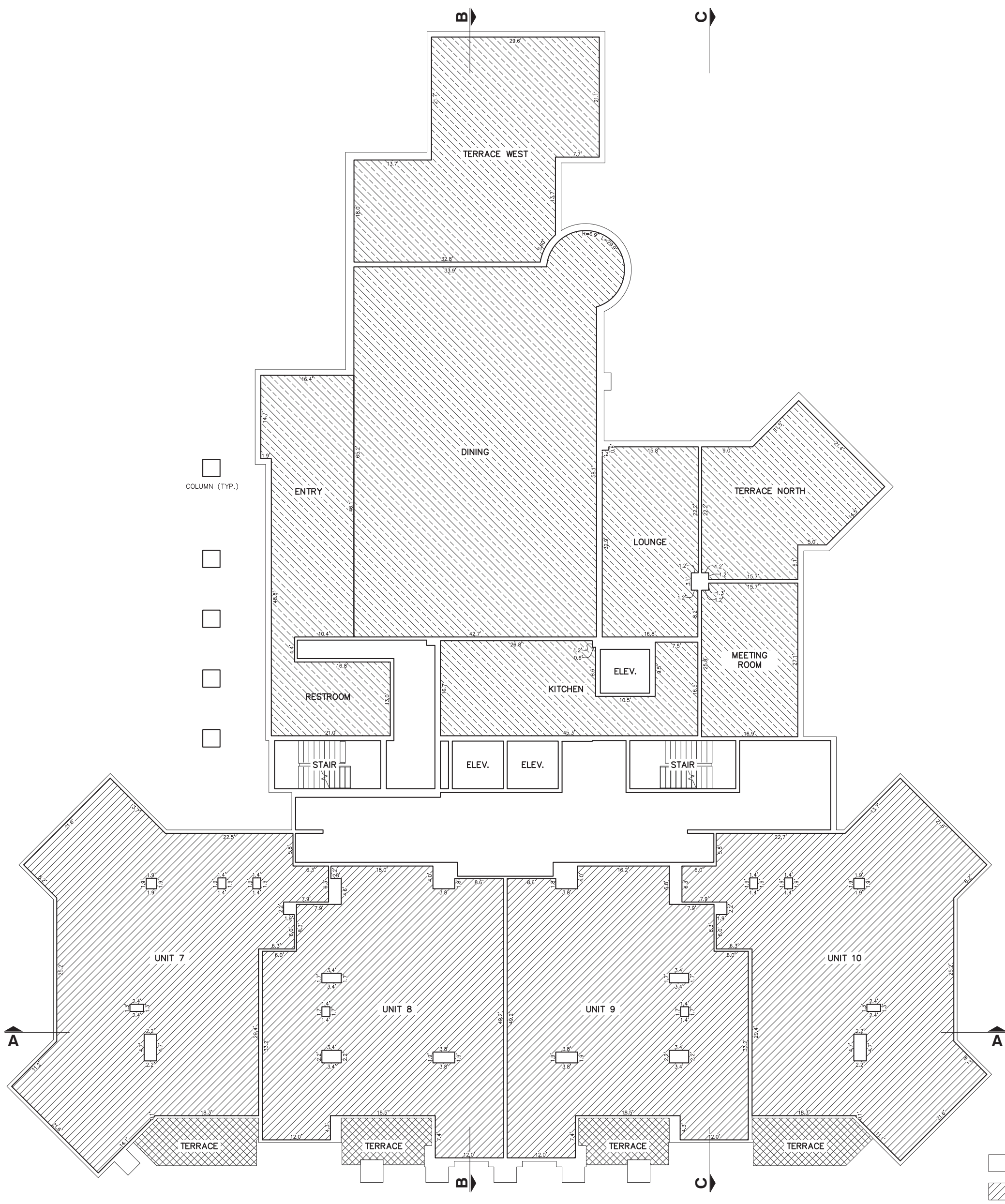


NOTE:
See additional Club Unit ownership on Sheet 2.

LEVEL 3
SCALE: 1" = 10'

LEVEL 3 SQUARE FOOTAGE TABLE

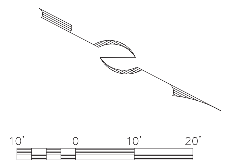
UNIT	SQUARE FOOTAGE
7	2,195 SF
8	1,810 SF
9	1,806 SF
10	2,132 SF

LEVEL 3 RESORT SUPPORT COMMERCIAL/CLUB UNIT SQUARE FOOTAGE TABLE

UNIT	SQUARE FOOTAGE
DINING	2,880 SF
KITCHEN	654 SF
LOUNGE	561 SF

LEVEL 3 CLUB UNIT SQUARE FOOTAGE TABLE

UNIT	SQUARE FOOTAGE
ENTRY/RESTROOM	987 SF
TERRACE WEST	1,256 SF
TERRACE NORTH	649 SF
MEETING ROOM	457 SF



☐	COMMON AREA
▨	RESIDENTIAL UNIT
▩	LIMITED COMMON RESIDENTIAL
▧	COMMERCIAL UNIT
▧	RESORT SUPPORT COMMERCIAL / CLUB UNIT

2/15/19

SHEET 5 OF 8

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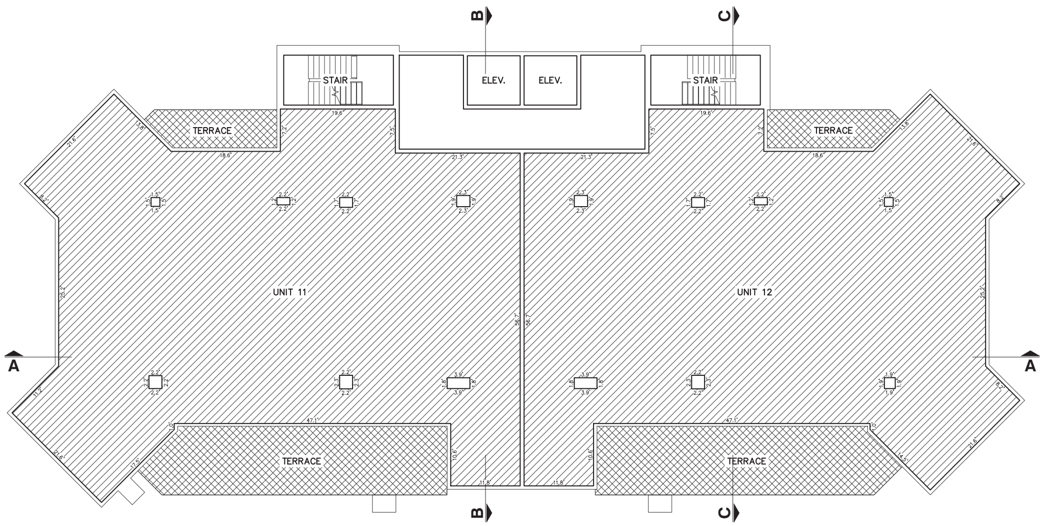
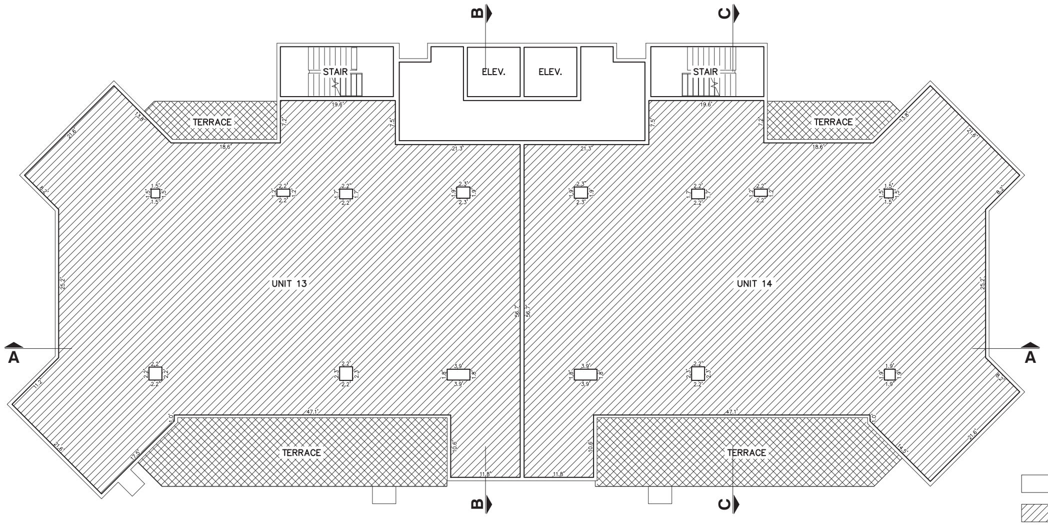


LEVEL 4
SCALE: 1" = 10'

LEVEL 4 SQUARE FOOTAGE TABLE

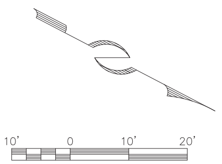
UNIT	SQUARE FOOTAGE
11	4,229 SF
12	4,166 SF



LEVEL 5
SCALE: 1" = 10'

LEVEL 5 SQUARE FOOTAGE TABLE

UNIT	SQUARE FOOTAGE
13	4,229 SF
14	4,166 SF



☐ COMMON AREA
▨ RESIDENTIAL UNIT
▦ LIMITED COMMON RESIDENTIAL
▧ COMMERCIAL UNIT
▧ RESORT SUPPORT COMMERCIAL / CLUB UNIT

2/15/19

SHEET 6 OF 8

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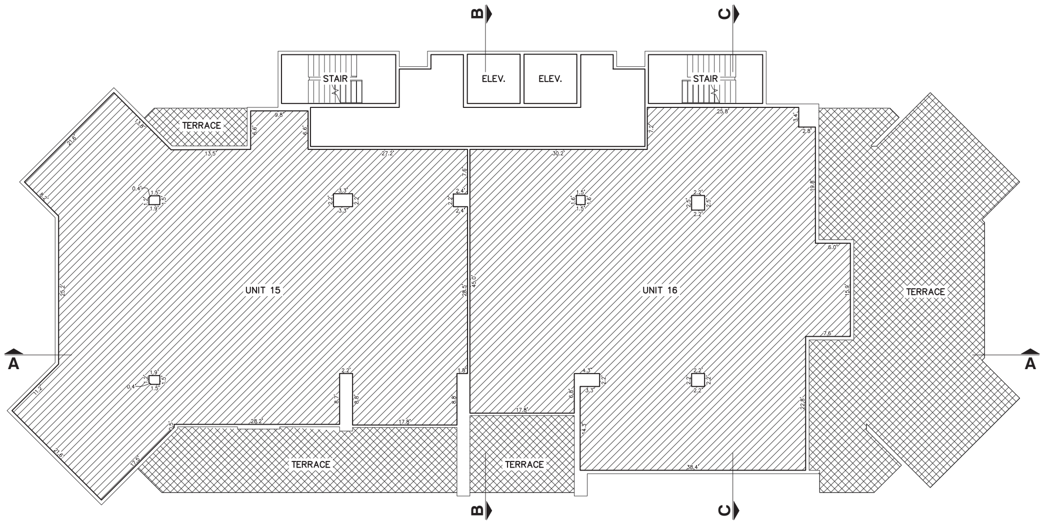
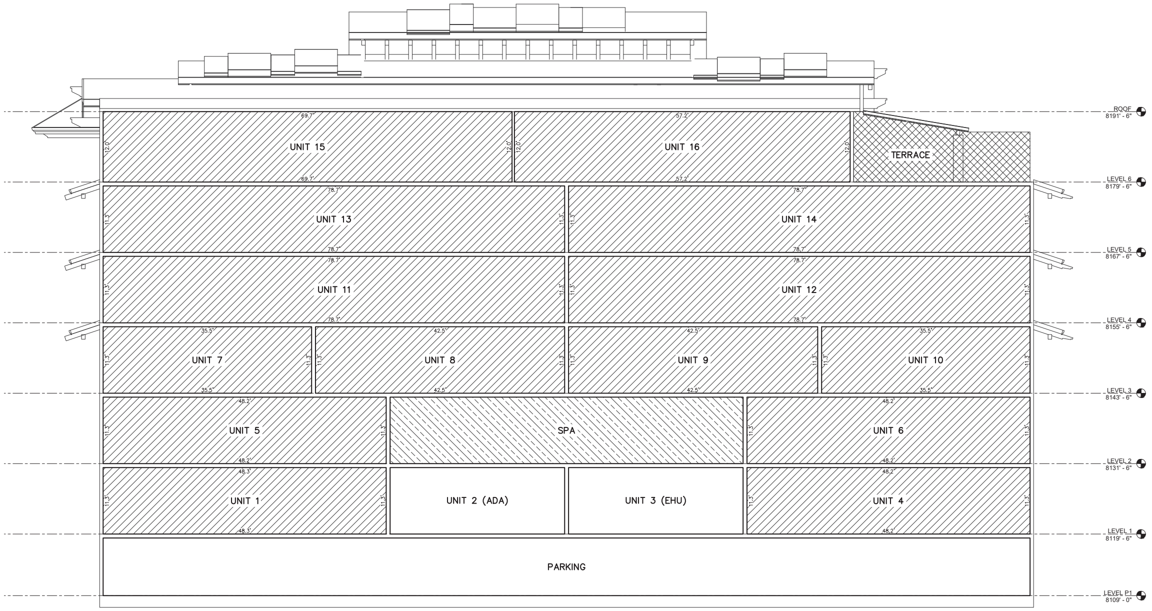


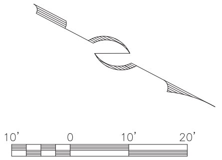
LEVEL 6
SCALE: 1" = 10'

LEVEL 6 SQUARE FOOTAGE TABLE

UNIT	SQUARE FOOTAGE
15	3,624 SF
16	3,266 SF



SECTION A-A



☐	COMMON AREA
▨	RESIDENTIAL UNIT
▩	LIMITED COMMON RESIDENTIAL
▧	COMMERCIAL UNIT
▧	RESORT SUPPORT COMMERCIAL / CLUB UNIT

2/15/19

SHEET 7 OF 8

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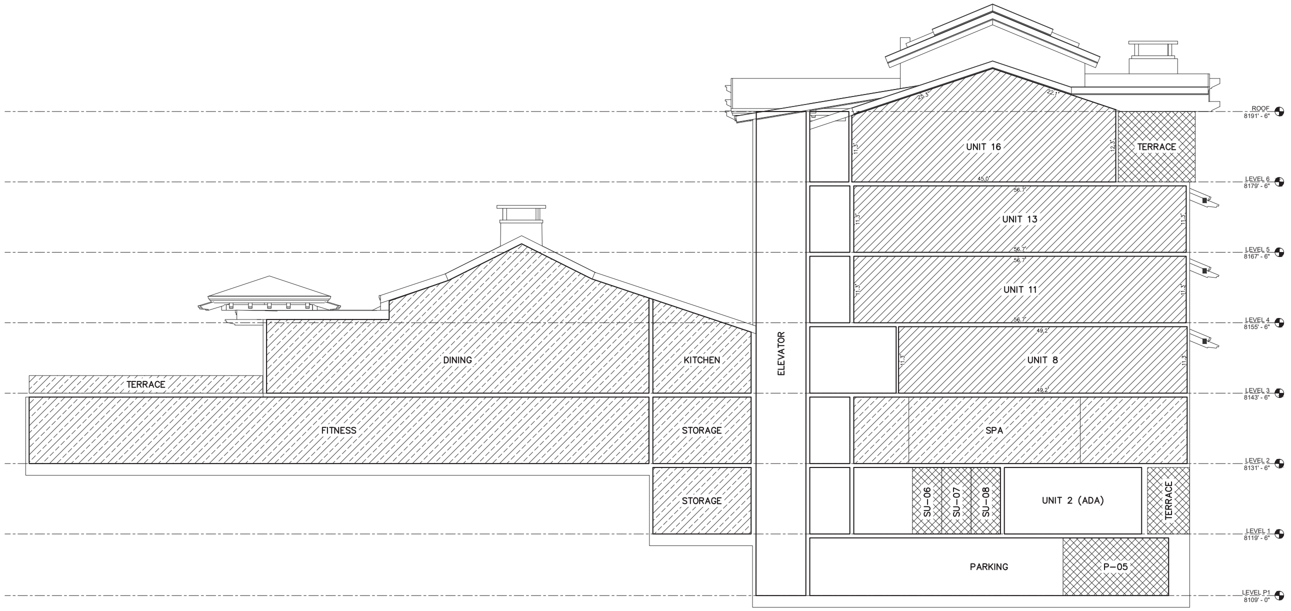
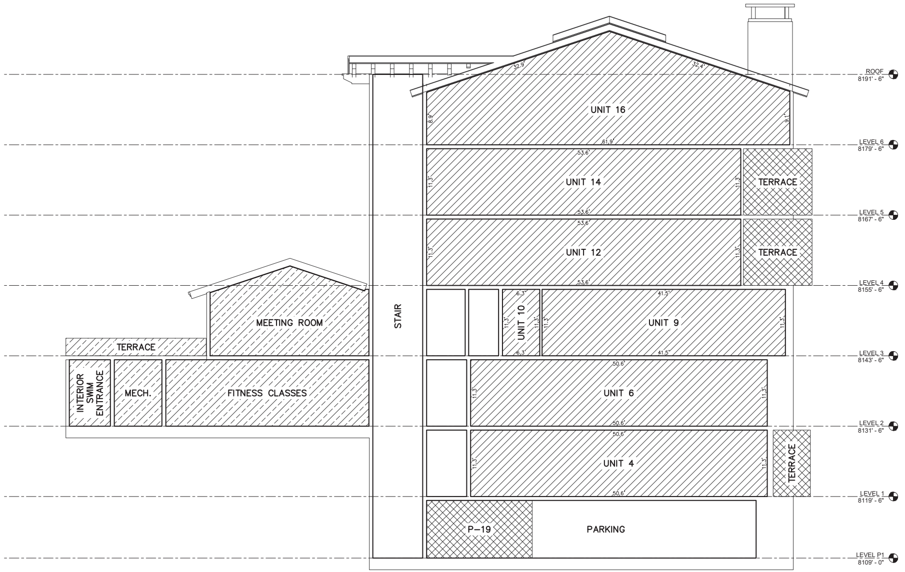
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASIN AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



SECTION B-B



SECTION C-C

10' 0 10' 20'

☐	COMMON AREA
▨	RESIDENTIAL UNIT
▦	LIMITED COMMON RESIDENTIAL
▧	COMMERCIAL UNIT
▨	RESORT SUPPORT COMMERCIAL / CLUB UNIT

SHEET 8 OF 8

JOB NO.: 20-7-18 FILE: X:\Empire\dwg\srv\plat2018\200718.dwg

(435) 649-9467
Alliance Engineering Inc
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

RESIDENCES AT THE TOWER CONDOMINIUMS

LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASIN AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

2/15/19

RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF ______________________________
________ ____________________
FEE RECORDER
TIME ______ DATE ________ ENTRY NO. ___________

EXHIBIT B

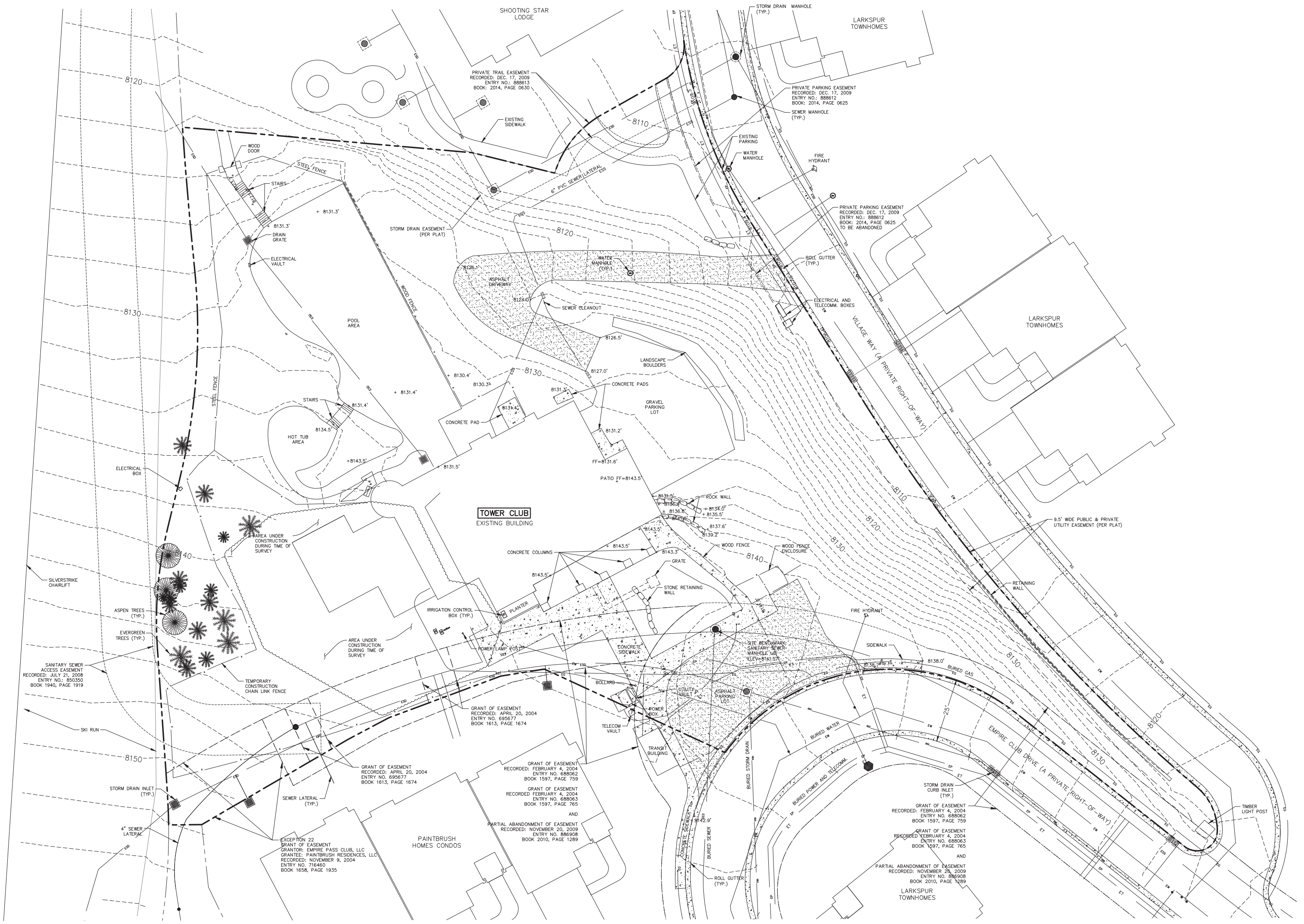
Residences at the Tower Condominiums

October 9, 2018

Project Description

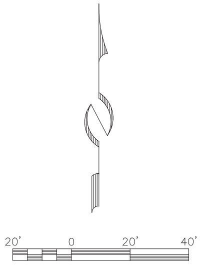
The Residences at the Tower Condominiums is located on Lot 9 of the Village at Empire Pass adjacent to Deer Valley Resort and the Silver Strike chairlift. The existing Tower Club building is located on the property and provides service for Talisker Club members. The current project proposal is to expand the existing Tower Club building and provide additional area for club amenities as well as construct a new 16-unit condominium building with privately owned units consistent with the Flagstaff (Empire Pass) MPD.

EXHIBIT C 1



GENERAL NOTES

1. Field work for this survey was completed November 10, 2017, and is in compliance with generally accepted industry standards for accuracy.
2. Site Benchmark: Sanitary Sewer Manhole Elevation=8141.57' as shown.
3. See "The Village At Empire Pass Phase I Lot 9 First Amendment", recorded January 4, 2012, as Entry No. 937021 in the Summit County Recorder's Office for boundary information.



LINE TYPE LEGEND

—— ESS ——	EXISTING SEWER	—— EG ——	EXISTING GAS
—— EW ——	EXISTING WATER	—— ET ——	EXISTING TELECOMM
—— ESD ——	EXISTING STORM DRAIN	—— EP ——	EXISTING POWER
—— EOHP ——	EXTG OVERHEAD POWER	—— X ——	EXISTING FENCE

No. 4857264
MICHAEL
DEMKOWICZ
9/14/18

(435) 649-9467
Alliance Engineering Inc.
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

STAFF:
MICHAEL DEMKOWICZ
RYAN BETZ

DATE: 9/14/18

EXISTING CONDITIONS AND TOPOGRAPHIC MAP
TOWER CLUB

FOR: STORIED DEVELOPMENT
JOB NO.: 20-7-18
FILE: X:\Empire\dwg\Storied Development\Tower Club\tower club-civil.dwg

SHEET
1
OF
1

EXHIBIT C 2

(435) 649-9467

Alliance Engineering Inc.

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

STAFF:
DUSTIN J CARRISH

DATE: 9/28/18

AERIAL PHOTOGRAPH
RESIDENCES AT THE TOWER CONDOMINIUMS

FOR: STORIED DEVELOPMENT
JOB NO.: 20-7-18
FILE: X:\Empire\dwg\exhibits\Tower Club Aerial.dwg

SHEET
1
OF
1

EXHIBIT D

Tower Club – looking Northeasterly

Tower Club – looking Southeasterly

Tower Club – looking Southwesterly

Tower Club – looking Northwesterly

Tower Club – looking Northwesterly

Tower Club – looking Northerly

SURVEYOR'S CERTIFICATE

I, John Demkowicz, do hereby certify that I am a Registered Land Surveyor and that I hold Certificate No. 154491, as prescribed under the laws of the State of Utah. I further certify that by the authority of the owners I have made a survey of the tract of land shown on this plat and described herein and subdivided said tract of land into lots, private rights-of-way, and easements to be hereafter known as THE VILLAGE AT EMPIRE PASS, PHASE I and that the same has been or will be correctly located on the ground as shown on this plat.

John Demkowicz 11-10-04
Date

REGISTERED LAND SURVEYOR No. 154491 JOHN DEMKOWICZ State of Utah

BOUNDARY DESCRIPTIONS

PARCEL 1

A parcel of land located in the northeast quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point that is North 88°09'24" East 798.11 feet along section line and South 780.05 feet from the north quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being on the westerly boundary of Marsac Avenue Right of Way, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah; and running thence along said Marsac Avenue Right of Way the following three (3) courses: (1) South 37°16'47" East 84.65 feet to a point on a curve to the left having a radius of 425.00 feet, of which the radius point bears North 52°43'13" East; thence (2) along the arc of said curve 110.79 feet through a central angle of 14°56'10"; thence (3) South 52°12'57" East 74.75 feet; thence South 41°23'39" West 248.38 feet; thence North 68°33'39" West 53.49 feet; thence North 74°14'47" West 74.14 feet; thence North 79°40'43" West 114.33 feet; thence South 88°05'26" West 112.35 feet to the southeast corner of Paintbrush Homes, Parcel 2, Amended and Restated, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah; thence along the easterly and northerly boundaries of said Paintbrush Homes, Parcel 2, Amended and Restated, the following five (5) courses: (1) North 162.41 feet to a point on a non tangent curve to the right having a radius of 312.50 feet, of which the radius point bears North 34°21'32" East; thence (2) northwesterly along the arc of said curve 95.01 feet through a central angle of 17°25'11"; thence (3) North 38°13'17" West 42.45 feet to a point on a curve to the left having a radius of 27.50 feet, of which the radius point bears South 51°46'43" West; thence (4) along the arc of said curve 40.09 feet through a central angle of 83°31'08" to a point of compound curve to the left having a radius of 10.00 feet, of which the radius point bears South 31°44'25" East; thence (5) southerly along the arc of said curve 15.19 feet through a central angle of 87°01'18" to a point on the easterly boundary of Empire Club Drive, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah; thence North 28°45'42" West 52.46 feet along said Empire Club Drive to a point on a non tangent curve to the left having a radius of 17.77 feet, of which the radius point bears North 61°14'18" East, said point also being on the southwesterly boundary of Larkspur Townhomes, Parcel 2, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah; thence along the southerly boundary of said Larkspur Townhomes, Parcel 2, the following three (3) courses: (1) easterly along the arc of said curve 26.18 feet through a central angle of 84°23'48" to a point of reverse curve to the right having a radius of 52.50 feet, of which the radius point bears South 23°09'31" East; thence (2) easterly along the arc of said curve 31.21 feet through a central angle of 34°03'50"; thence (3) North 45°01'58" East 110.12 feet to a point on a non tangent curve to the left having a radius of 343.16 feet, of which the radius point bears North 38°20'29" East, said point also being on the southerly boundary of said Empire Club Drive; thence along the southerly boundary of Empire Club Drive the following four (4) courses: (1) easterly along the arc of said curve 271.97 feet through a central angle of 45°24'32" to a point of compound curve to the left having a radius of 472.41 feet, of which the radius point bears North 07°04'03" West; thence (2) easterly along the arc of said curve 74.67 feet through a central angle of 09°03'24" to a point of compound curve to the left having a radius of 131.70 feet, of which the radius point bears North 16°07'27" West; thence (3) easterly along the arc of said curve 10.58 feet through a central angle of 04°36'02" to a point of reverse curve to the right having a radius of 30.00 feet, of which the radius point bears South 20°43'29" East; thence (4) easterly along the arc of said curve 13.22 feet through a central angle of 25°15'19" to the point of beginning.

Description contains 3.55 acres, more or less.

PARCEL 2

A parcel of land located in the north half of Section 28 and the southeast quarter of Section 21, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

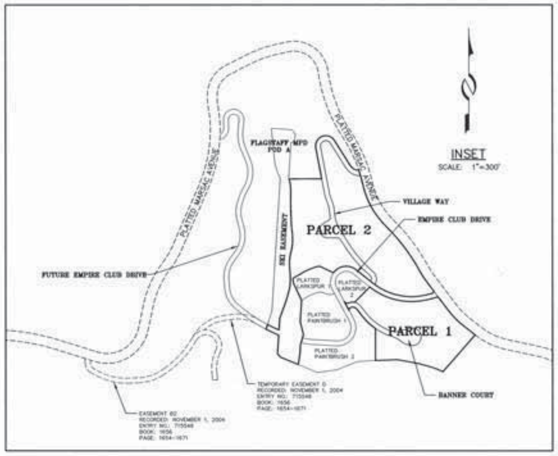
Beginning at a point that is North 88°09'24" East 390.39 feet along section line and South 118.26 feet from the north quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being on the westerly boundary of Marsac Avenue Right of Way, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah, said point also being on a curve to the right having a radius of 725.00 feet, of which the radius point bears South 71°04'46" West; and running thence along the westerly boundary of said Marsac Avenue Right of Way the following five (5) courses: (1) southerly along the arc of said curve 80.75 feet through a central angle of 06°22'54" to a point of reverse curve to the left having a radius of 425.00 feet, of which the radius point bears North 77°27'40" East; thence (2) southeasterly along the arc of said curve 245.75 feet through a central angle of 33°07'47" to a point of reverse curve to the right having a radius of 975.00 feet, of which the radius point bears South 44°19'52" West; thence (3) southeasterly along the arc of said curve 288.14 feet through a central angle of 16°55'57" to a point of reverse curve to the left having a radius of 375.00 feet, of which the radius point bears North 61°15'49" East; thence (4) southeasterly along the arc of said curve 55.92 feet through a central angle of 08°32'36"; thence (5) South 37°16'47" East 68.89 feet to a point on a non tangent curve to the right having a radius of 20.00 feet, of which the radius point bears North 67°16'47" West, said point also being on the northerly boundary of Empire Club Drive, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah; thence along the northerly boundary of Empire Club Drive the following five (5) courses: (1) southwesterly along the arc of said curve 18.10 feet through a central angle of 51°50'41" to a point of compound curve to the right having a radius of 447.41 feet, of which the radius point bears North 15°26'06" West; thence (2) westerly along the arc of said curve 65.34 feet through a central angle of 08°22'03" to a point of compound curve to the right having a radius of 318.16 feet, of which the radius point bears North 07°04'03" West; thence (3) westerly along the arc of said curve 252.16 feet through a central angle of 45°24'32"; thence (4) North 51°39'31" West 109.43 feet to a point on a curve to the left having a radius of 81.00 feet, of which the radius point bears South 38°20'29" West; thence (5) along the arc of said curve 130.05 feet through a central angle of 91°59'39" to the northeasterly corner of Larkspur Townhomes, Parcel 1, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah; thence along the northerly and westerly boundaries of said Larkspur Townhomes, Parcel 1, the following seven (7) courses: (1) North 65°13'50" West 78.87 feet; thence (2) South 80°54'57" West 17.50 feet; thence (3) South 69°35'51" West 47.27 feet; thence (4) South 62°06'41" West 18.52 feet; thence (5) South 59°47'44" West 66.97 feet; thence (6) South 06°03'21" East 24.89 feet; thence (7) South 25°43'15" East 94.70 feet to the southwest corner of Larkspur Townhomes, Parcel 1, said point also being the northwest corner of Paintbrush Homes, Parcel 1, Amended and Restated, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah; thence along the westerly boundary of said Paintbrush Homes, Parcel 1, Amended and Restated, the following three (3) courses: (1) South 03°19'17" West 110.82 feet; thence (2) South 14°09'46" East 65.83 feet; thence (3) South 16°29'09" West 18.02 feet to the southwest corner of Paintbrush Homes, Parcel 1, Amended and Restated, said point also being on the west end of said Empire Club Drive; thence along the west end of Empire Club Drive South 16°29'09" West 25.00 feet to the northwesterly corner of Paintbrush Homes, Parcel 2, Amended and Restated, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah; thence along the westerly boundary of said Paintbrush Homes, Parcel 2, Amended and Restated, the following three (3) courses: (1) South 16°29'09" West 9.50 feet; thence (2) South 03°13'56" West 41.72 feet; thence (3) South 09°03'53" West 61.09 feet; thence North 67°34'35" West 96.58 feet to a point on a non tangent curve to the right having a radius of 105.00 feet, of which the radius point bears North 40°10'35" East; thence northwesterly along the arc of said curve 24.41 feet through a central angle of 13°19'06"; thence North 03°43'15" East 94.82 feet to a point on a non tangent curve to the right having a radius of 812.50 feet, of which the radius point bears North 22°14'10" East; thence westerly along the arc of said curve 71.31 feet through a central angle of 05°01'43"; thence North 17°27'15" East 25.38 feet to a point on a non tangent curve to the left having a radius of 787.50 feet, of which the radius point bears North 27°34'46" East; thence southeasterly along the arc of said curve 65.05 feet through a central angle of 04°43'59"; thence North 03°43'15" East 60.15 feet; thence North 20°12'34" East 59.80 feet to a point on a non tangent curve to the left having a radius of 745.00 feet, of which the radius point bears North 68°50'36" West; thence northerly along the arc of said curve 83.91 feet through a central angle of 06°27'11" to a point of compound curve to the left having a radius of 245.00 feet, of which the radius point bears North 75°17'47" West; thence northerly along the arc of said curve 79.79 feet through a central angle of 18°39'31"; thence North 03°57'18" West 56.30 feet to a point on a curve to the right having a radius of 155.00 feet, of which the radius point bears North 86°02'42" East; thence along the arc of said curve 48.00 feet through a central angle of 17°44'32"; thence North 13°47'14" East 20.29 feet to a point on a curve to the left having a radius of 245.00 feet, of which the radius point bears North 76°12'46" West; thence along the arc of said curve 84.12 feet through a central angle of 19°40'17" to a point of reverse curve to the right having a radius of 1627.60 feet, of which the radius point bears North 84°06'58" East; thence northerly along the arc of said curve 219.86 feet through a central angle of 07°44'23" to a point of reverse curve to the left having a radius of 205.00 feet, of which the radius point bears North 88°08'40" West; thence northerly along the arc of said curve 66.32 feet through a central angle of 18°32'06"; thence North 89°36'26" East 167.01 feet; thence North 10°57'43" West 159.62 feet to a point on a curve to the right having a radius of 52.50 feet, of which the radius point bears North 79°02'17" East; thence along the arc of said curve 145.36 feet through a central angle of 158°38'08"; thence South 32°19'35" East 148.50 feet to a point on a curve to the left having a radius of 62.50 feet, of which the radius point bears North 57°40'25" East; thence along the arc of said curve 38.43 feet through a central angle of 35°13'44" to a point of compound curve to the left having a radius of 15.00 feet, of which the radius point bears North 22°26'41" East; thence easterly along the arc of said curve 16.07 feet through a central angle of 61°23'47" to the point of beginning.

Description contains 7.65 acres, more or less.

THE VILLAGE AT EMPIRE PASS
PHASE 1

LOCATED IN SECTIONS 21 AND 28,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

VICINITY MAP



OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT PAINTBRUSH RESIDENCES, LLC, a Delaware limited liability company, the owner of a portion of the tract of land described herein as THE VILLAGE AT EMPIRE PASS, PHASE I, including three 25 foot wide Public & Private Utility Easements & Private Road Rights-of-Way to be known as VILLAGE WAY, BANNER COURT AND EMPIRE CLUB DRIVE, hereby certifies that it has caused this Subdivision Plat consisting of two (2) sheets to be prepared, does hereby consent to the recordation of this Subdivision Plat, and does hereby dedicate as a public and private utility easement the 9.5 foot wide parcel of property situated on either side of Village Way, Banner Court and Empire Club Drive as shown hereon.

In witness whereof the undersigned has executed this certificate and dedication this 10th day of Nov. 2004.

PAINTBRUSH RESIDENCES, LLC
A Delaware limited liability company
By:
Title: Vice President

ACKNOWLEDGMENT

State of Utah
County of Summit ss:

This instrument was acknowledged before me this 10th day of Nov. 2004 by James M. Hill the Vice President of HF HOLDING CORP. III, a Colorado corporation, Manager of PAINTBRUSH RESIDENCES, LLC, a Delaware limited liability company.

Mary J Carney
Notary Public
Residing in: Park City
My commission expires: 6-13-2008

Notary Public MARY J. CARNEY

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT SHOOTING STAR RESIDENCES, LLC, a Delaware limited liability company, the owner of a portion of the tract of land described herein as THE VILLAGE AT EMPIRE PASS, PHASE I, including three 25 foot wide Public & Private Utility Easements & Private Road Rights-of-Way to be known as VILLAGE WAY, BANNER COURT AND EMPIRE CLUB DRIVE, hereby certifies that it has caused this Subdivision Plat consisting of two (2) sheets to be prepared, does hereby consent to the recordation of this Subdivision Plat, and does hereby dedicate as a public and private utility easement the 9.5 foot wide parcel of property situated on either side of Village Way, Banner Court and Empire Club Drive as shown hereon.

In witness whereof the undersigned has executed this certificate and dedication this 10th day of Nov. 2004.

SHOOTING STAR RESIDENCES, LLC
A Delaware limited liability company
By: HF Holding Corp. III, its Manager
By:
Title: Vice President

ACKNOWLEDGMENT

State of Utah
County of Summit ss:

This instrument was acknowledged before me this 10th day of Nov. 2004 by James M. Hill the Vice President of HF HOLDING CORP. III, Manager of SHOOTING STAR RESIDENCES, LLC, a Delaware limited liability company.

Mary J Carney
Notary Public
Residing in: Park City
My commission expires: 6-13-2008

Notary Public MARY J. CARNEY

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT EMPIRE MOUNTAIN VILLAGE, LLC, a Delaware limited liability company, the owner of a portion of the tract of land described herein as THE VILLAGE AT EMPIRE PASS, PHASE I, including three 25 foot wide Public & Private Utility Easements & Private Road Rights-of-Way to be known as VILLAGE WAY, BANNER COURT AND EMPIRE CLUB DRIVE, hereby certifies that it has caused this Subdivision Plat consisting of two (2) sheets to be prepared, does hereby consent to the recordation of this Subdivision Plat, and does hereby dedicate as a public and private utility easement the 9.5 foot wide parcel of property situated on either side of Village Way, Banner Court and Empire Club Drive as shown hereon.

In witness whereof the undersigned has executed this certificate and dedication this 10th day of Nov. 2004.

EMPIRE MOUNTAIN VILLAGE, LLC,
A Delaware limited liability company
By: HF HOLDING CORP. III,
A Colorado corporation,
Its Manager
By:
Title: Vice President

ACKNOWLEDGMENT

State of Utah
County of Summit ss:

This instrument was acknowledged before me this 10th day of Nov 2004 by James M. Hill the Vice President of HF HOLDING CORP. III, a Colorado corporation, Manager of EMPIRE MOUNTAIN VILLAGE, LLC, a Delaware limited liability company.

Mary J Carney
Notary Public
Residing in: Park City
My commission expires: 6-13-2008

Notary Public MARY J. CARNEY

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT UNITED PARK CITY MINES COMPANY, a Delaware corporation, the owner of a portion of the tract of land described herein as THE VILLAGE AT EMPIRE PASS, PHASE I, including three 25 foot wide Public & Private Utility Easements & Private Road Rights-of-Way to be known as VILLAGE WAY, BANNER COURT AND EMPIRE CLUB DRIVE, hereby certifies that it has caused this Subdivision Plat consisting of two (2) sheets to be prepared, does hereby consent to the recordation of this Subdivision Plat, and does hereby dedicate as a public and private utility easement the 9.5 foot wide parcel of property situated on either side of Village Way, Banner Court and Empire Club Drive as shown hereon.

In witness whereof the undersigned has executed this certificate and dedication this 10th day of Nov. 2004.

UNITED PARK CITY MINES COMPANY
A Delaware corporation
By:
Title: Vice President

ACKNOWLEDGMENT

State of Utah
County of Summit ss:

This instrument was acknowledged before me this 10th day of Nov. 2004 by Mark Thorne the Vice President of UNITED PARK CITY MINES COMPANY, a Delaware corporation.

Mary J Carney
Notary Public
Residing in: Park City
My commission expires: 6-13-2008

Notary Public MARY J. CARNEY

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT MOUNTAIN DEVELOPMENTS I, INC., a Delaware corporation, the owner of a portion of the tract of land described herein as THE VILLAGE AT EMPIRE PASS, PHASE I, including three 25 foot wide Public & Private Utility Easements & Private Road Rights-of-Way to be known as VILLAGE WAY, BANNER COURT AND EMPIRE CLUB DRIVE, hereby certifies that it has caused this Subdivision Plat consisting of two (2) sheets to be prepared, does hereby consent to the recordation of this Subdivision Plat, and does hereby dedicate as a public and private utility easement the 9.5 foot wide parcel of property situated on either side of Village Way, Banner Court and Empire Club Drive as shown hereon.

In witness whereof the undersigned has executed this certificate and dedication this 10th day of Nov 2004.

MOUNTAIN DEVELOPMENTS I, INC.
A Delaware corporation
By:
Title: Vice President

ACKNOWLEDGMENT

State of Utah
County of Summit ss:

This instrument was acknowledged before me this 10th day of Nov. 2004 by Mark Thorne the Vice President of MOUNTAIN DEVELOPMENTS I, INC., a Delaware corporation.

Mary J Carney
Notary Public
Residing in: Park City
My commission expires: 6-13-2008

Notary Public MARY J. CARNEY

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT EMPIRE PASS CLUB, LLC, a Utah limited liability company, formerly known as ALPINE CLUB, LLC, a Delaware limited liability company, by its manager, United Park City Mines Company, the owner of a portion of the tract of land described herein as THE VILLAGE AT EMPIRE PASS, PHASE I, including three 25 foot wide Public & Private Utility Easements & Private Road Rights-of-Way to be known as VILLAGE WAY, BANNER COURT AND EMPIRE CLUB DRIVE, hereby certifies that it has caused this Subdivision Plat consisting of two (2) sheets to be prepared, does hereby consent to the recordation of this Subdivision Plat, and does hereby dedicate as a public and private utility easement the 9.5 foot wide parcel of property situated on either side of Village Way, Banner Court and Empire Club Drive as shown hereon.

In witness whereof the undersigned has executed this certificate and dedication this 10th day of Nov. 2004.

EMPIRE PASS CLUB, LLC
United Park City Mines Company, its Manager
By:
Title: Vice President

ACKNOWLEDGMENT

State of Utah
County of Summit ss:

This instrument was acknowledged before me this 10th day of Nov. 2004 by Mark Thorne the Vice President of UNITED PARK CITY MINES COMPANY, Manager of EMPIRE PASS CLUB, LLC, by its manager.

Mary J Carney
Notary Public
Residing in: Park City
My commission expires: 6-13-2008

Notary Public MARY J. CARNEY

SHEET 1 OF 2

JOB NO.: 3-12-02 FILE: [illegible]

(435) 649-9467
Alliance Engineering Inc
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS 11th DAY OF November, 2004 A.D.
BY
S.B.W.R.D.

PLANNING COMMISSION
APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 17 DAY OF November, 2004 A.D.
BY
CHAIRMAN

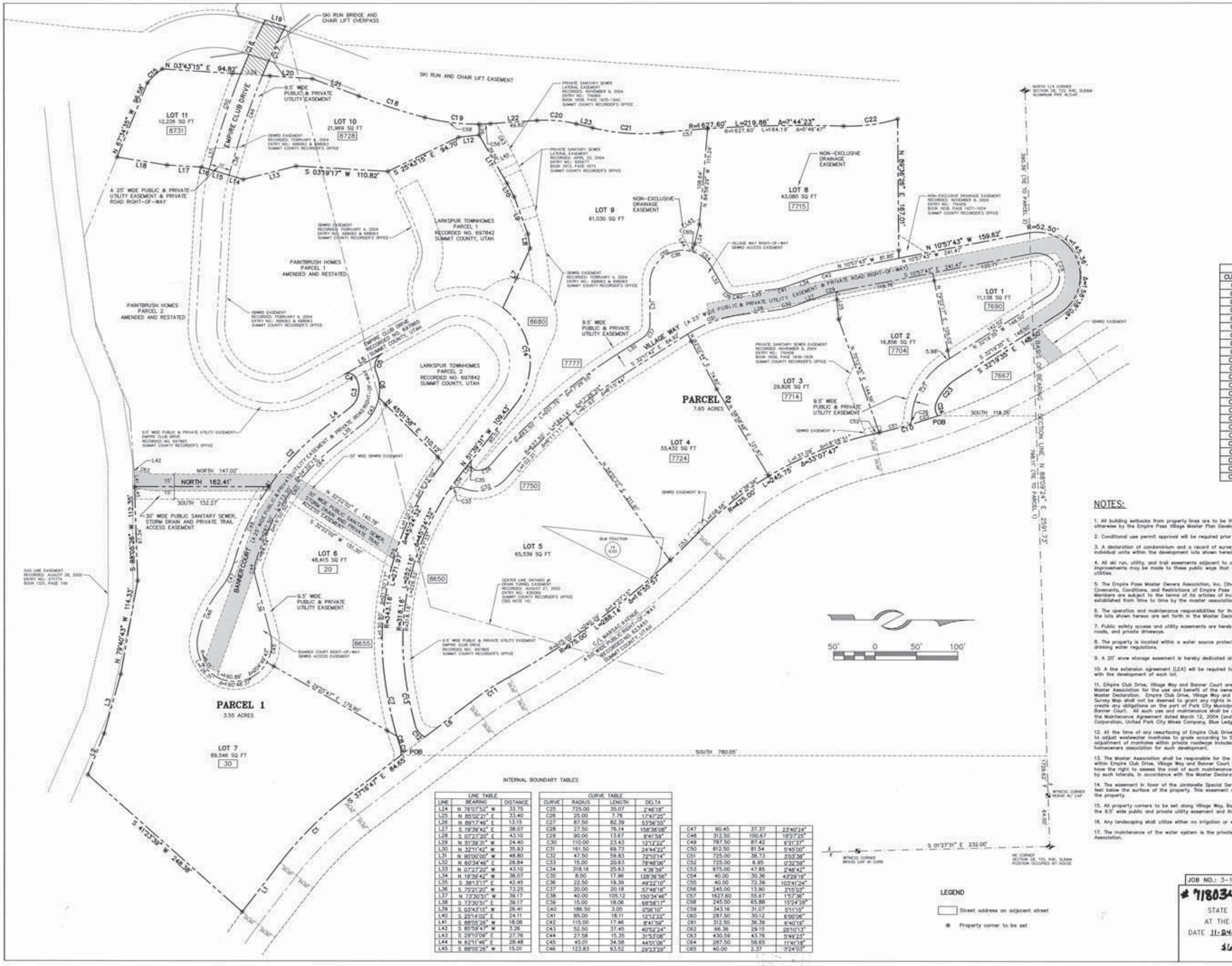
ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS 11th DAY OF NOVEMBER, 2004 A.D.
BY Eric W. DeHaan PE
PARK CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS 15th DAY OF November, 2004 A.D.
BY
PARK CITY ATTORNEY

CERTIFICATE OF ATTEST
I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 4th DAY OF November, 2004
BY
PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 30th DAY OF September, 2004 A.D.
BY Dana Williams
MAYOR

 # 718034 RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF Park City Title
DATE 11-24-2004 TIME 14:26pm BOOK — PAGE —
$69.00
FEE
Daniel D. Bowen, Deputy
RECORDER



SHEET 2 OF 2

EXTERNAL BOUNDARY TABLES

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 52°12'57" E	74.75
L2	N 68°33'39" W	53.49
L3	N 74°14'47" W	74.14
L4	N 38°13'17" W	42.45
L5	N 28°45'42" W	52.46
L6	S 37°16'47" E	68.89
L7	N 65°13'50" W	78.87
L8	S 80°54'57" W	17.50
L9	S 69°35'51" W	47.27
L10	S 62°06'41" W	18.52
L11	S 59°47'44" W	66.97
L12	S 06°03'21" E	24.89
L13	S 14°09'46" E	65.83
L14	S 16°29'09" W	18.02
L15	S 16°29'09" W	25.00
L16	S 16°29'09" W	9.50
L17	S 03°13'56" W	41.72
L18	S 09°03'53" W	61.09
L19	N 17°27'15" E	25.38
L20	N 03°43'15" E	60.15
L21	N 20°12'34" E	59.80
L22	N 03°57'18" W	56.30
L23	N 13°47'14" E	20.29

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	425.00	110.79	14°56'10"
C2	312.50	95.01	17°25'11"
C3	27.50	40.09	83°31'08"
C4	10.00	15.19	87°01'18"
C5	17.77	26.18	84°23'48"
C6	52.50	31.21	34°03'50"
C7	472.41	74.67	9°03'24"
C8	131.70	10.58	4°36'02"
C9	30.00	13.22	25°15'19"
C10	725.00	80.75	6°22'54"
C11	375.00	55.92	8°32'36"
C12	20.00	18.10	51°50'41"
C13	447.41	65.34	8°22'03"
C14	81.00	130.05	91°59'39"
C15	105.00	24.41	13°19'06"
C16	812.50	71.31	5°01'43"
C17	787.50	65.05	4°43'59"
C18	745.00	83.91	6°27'11"
C19	245.00	79.79	18°39'31"
C20	155.00	48.00	17°44'32"
C21	245.00	84.12	19°40'17"
C22	205.00	66.32	18°32'06"
C23	62.50	38.43	35°13'44"
C24	15.00	16.07	61°23'47"

NOTES:

1. All building setbacks from property lines are to be the residential development zone (RD) minimums unless approved otherwise by the Empire Pass Village Master Plan Development.

2. Conditional use permit approval will be required prior to construction on each of the development lots shown hereon.

3. A declaration of condominium and a record of survey of condominium will be required for the purpose of the sale of individual units within the development lots shown hereon.

4. All ski run, utility, and trail easements adjacent to or traversing across the lots, as shown hereon, are for public use. No improvements may be made to these public ways that would hinder passage, endanger the users, or interfere with existing utilities.

5. The Empire Pass Master Owners Association, Inc. (the "Master Association") together with the Master Declaration of Covenants, Conditions, and Restrictions of Empire Pass ("Master Declaration") requires the membership of each lot owner. Members are subject to the terms of its articles of incorporation, its bylaws, and the rules and regulations that may be established from time to time by the master association, including assessments and transfer fees as provided therein.

6. The operation and maintenance responsibilities for the public ski, hiking, and biking trails that may be established across the lots shown hereon are set forth in the Master Declaration.

7. Public safety access and utility easements are hereby dedicated for all public and private roadways, emergency access roads, and private driveways.

8. The property is located within a water source protection zone. All sewer construction must comply with the state of Utah drinking water regulations.

9. A 20' snow storage easement is hereby dedicated along the frontage of all lots.

10. A line extension agreement (LEA) will be required to be filed with Snyderville Basin Water Reclamation District (SBWRD) with the development of each lot.

11. Empire Club Drive, Village Way and Banner Court are private roads to be owned, operated, maintained and repaired by the Master Association for the use and benefit of the owners of property in Empire Pass at Deer Valley in accordance with the Master Declaration. Empire Club Drive, Village Way and Banner Court are not public roads or rights-of-way. This Record of Survey Map shall not be deemed to grant any rights in the public to use Empire Club Drive, Village Way or Banner Court or create any obligations on the part of Park City Municipal Corporation to maintain or repair Empire Club Drive, Village Way or Banner Court. All such use and maintenance shall be governed by the terms and provisions of the Master Declaration and the Maintenance Agreement dated March 12, 2004 (and as amended from time to time) between Park City Municipal Corporation, United Park City Mines Company, Blue Ledge Corporation and the Master Association.

12. At the time of any resurfacing of Empire Club Drive, Village Way or Banner Court, the Master Association is responsible to adjust wastewater manholes to grade according to Snyderville Basin Water Reclamation District Standards. Maintenance adjustment of manholes within private roadways included as part of specific developments shall be the responsibility of the homeowners association for such development.

13. The Master Association shall be responsible for the maintenance and replacement of all sanitary sewer laterals situated within Empire Club Drive, Village Way and Banner Court or the SBWRD easement shown hereon. The Master Association shall have the right to assess the cost of such maintenance and repair to parcel(s), unit(s), or condominium associations served by such laterals, in accordance with the Master Declaration.

14. The easement in favor of the Jordanelle Special Service District is for a water drain tunnel situated approximately 900 feet below the surface of the property. This easement does not grant any rights to access, disturb or modify the surface of the property.

15. All property corners to be set along Village Way, Banner Court and Empire Club Drive will be set at the intersection of the 9.5' wide public and private utility easement and the lot line or as shown hereon.

16. Any landscaping shall utilize either no irrigation or water efficient irrigation, limited turf, and limited disturbance.

17. The maintenance of the water system is the private responsibility of The Village at Empire Pass Master Homeowners Association.

INTERNAL BOUNDARY TABLES

LINE TABLE		
LINE	BEARING	DISTANCE
L24	N 76°07'52" W	33.75
L25	N 85°02'21" E	33.40
L26	N 89°17'46" E	13.15
L27	S 19°39'42" E	38.07
L28	S 07°27'20" E	43.10
L29	N 51°39'31" W	24.40
L30	N 32°11'42" W	35.93
L31	N 90°00'00" W	48.80
L32	N 60°34'46" E	28.84
L33	N 07°27'20" W	43.10
L34	N 19°39'42" W	38.07
L35	S 38°13'17" E	42.45
L36	S 75°21'20" W	73.25
L37	N 73°30'51" W	39.17
L38	S 73°30'51" E	39.17
L39	S 03°43'15" W	26.41
L40	S 25°14'02" E	24.11
L41	S 88°05'26" W	18.06
L42	S 85°59'47" W	3.26
L43	S 29°10'09" E	27.76
L44	N 62°11'46" E	28.48
L45	S 88°05'26" W	15.01

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C25	725.00	35.07	2°46'18"
C26	25.00	7.76	17°47'25"
C27	87.50	82.39	53°56'55"
C28	27.50	76.14	158°38'08"
C29	90.00	13.67	8°41'59"
C30	110.00	23.43	12°12'22"
C31	161.50	69.73	24°44'22"
C32	47.50	59.83	72°10'14"
C33	15.00	20.63	78°48'06"
C34	318.16	25.63	4°36'59"
C35	8.00	17.96	128°36'56"
C36	22.50	19.39	49°22'10"
C37	20.00	20.18	57°48'18"
C38	40.00	105.12	150°34'46"
C39	15.00	18.06	68°58'17"
C40	186.50	3.05	0°56'10"
C41	85.00	18.11	12°12'22"
C42	115.00	17.46	8°41'59"
C43	52.50	37.45	40°52'24"
C44	27.58	15.35	31°53'08"
C45	45.01	34.58	44°01'06"
C46	123.83	63.52	29°23'29"

C47	90.45	37.37	23°40'24"
C48	312.50	100.67	18°27'25"
C49	787.50	87.42	6°21'37"
C50	812.50	81.54	5°45'00"
C51	725.00	38.73	3°03'38"
C52	725.00	6.95	0°32'59"
C53	975.00	47.85	2°48'42"
C54	40.00	30.36	43°29'19"
C55	40.00	72.39	103°41'24"
C56	245.00	13.90	3°15'03"
C57	1627.60	55.67	1°57'36"
C58	245.00	65.88	15°24'28"
C59	343.16	31.07	5°11'15"
C60	287.50	30.12	6°00'06"
C61	312.50	36.39	6°40'19"
C62	66.36	29.15	25°10'13"
C63	430.59	43.76	5°49'23"
C64	287.50	58.65	11°41'18"
C65	40.00	2.37	3°24'03"

LEGEND

▭	Street address on adjacent street
●	Property corner to be set

JOB NO.: 3-12-02 FILE:

\# 718034 RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF Park City Title
DATE 11-24-2004 TIME 14:26pm BOOK — PAGE —
$69.00 FEE
Daniel A Bowen, Deputy RECORDER

EXHIBIT I

SURVEYOR'S CERTIFICATE

I, John Demkowicz, do hereby certify that I am a Registered Land Surveyor and that I hold Certificate No. 154491, as prescribed under the laws of the State of Utah. I further certify that by the authority of the owners I have made a survey of the tract of land shown on this plat and described herein and subdivided said tract of land into lots, private rights-of-way, and easements to be hereafter known as FIRST AMENDMENT, THE VILLAGE AT EMPIRE PASS, PHASE I, LOT 9 and that the same has been or will be correctly located on the ground as shown on this plat.

John Demkowicz 12-22-2011
John Demkowicz Date

REGISTERED LAND SURVEYOR No. 154491 JOHN DEMKOWICZ State of Utah

AMENDED LOT 9
BOUNDARY DESCRIPTION

PARCEL 1

Lot 9, The Village at Empire Pass, Phase I, according to the official plat thereof, on file and of record in the office of the recorder, Summit County, Utah, recorded November 24, 2004, as Entry No. 718034.

PARCEL 2

Beginning at a point that is North 88°09'24" East 244.47 feet along section line and South 357.05 feet from the North Quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being on the westerly right-of-way of Village Way and on the easterly boundary of Lot 8, The Village at Empire Pass, Phase 1, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah, recorded as entry #718034 and on a curve to the left having a radius of 186.50 feet, of which the radius point bears North 81°36'29" East; thence southerly along the arc of said curve 77.48 feet through a central angle of 23°48'12"; thence South 32°11'42" East 48.99 feet to a point on a non tangent curve to the left having a radius of 20.00 feet, of which the radius point bears South 57°48'18" West, said point being on the easterly boundary of Lot 9, The Village at Empire Pass, Phase 1 and on the westerly right-of-way of said Village Way; thence northwesterly along the arc of said curve 20.18 feet through a central angle of 57°48'18"; thence West 48.80 feet to a point on a curve to the right having a radius of 40.00 feet, of which the radius point bears North; thence northerly along the arc of said curve 105.12 feet through a central angle of 150°34'46"; thence North 60°34'46" East 28.84 feet to a point on a curve to the left having a radius of 15.00 feet, of which the radius point bears North 29°25'14" West; thence northeasterly along the arc of said curve 18.06 feet through a central angle of 68°58'17" to the point of beginning.

Parcels 1 & 2 contain 66,711 square feet.

NOTES:

1. This First Amendment to THE VILLAGE AT EMPIRE PASS PHASE 1 Subdivision Plat is for Lot 9 only. This Record of survey Plat does not replace Sheets 1 of 2 and 2 of 2 of The Village at Empire Pass Phase 1 Plat, Recorded November 24, 2004 as Entry No. 718034. All information shown on said Sheets 1 & 2 shall remain of record and in force with the exception of the information illustrated and described herein.

2. The Private Parking Easements shown hereon identify that portion of Amended Lot 9 that may be used for parking associated with the Shooting Star condominium development located on Lot 8 and as otherwise permitted in the referenced Grant of Perpetual Easement.

3. The Private Trail Easement shown hereon identifies that portion of Amended Lot 9 that may be used by all owners at The Village at Empire Pass development and their guests and invitees.

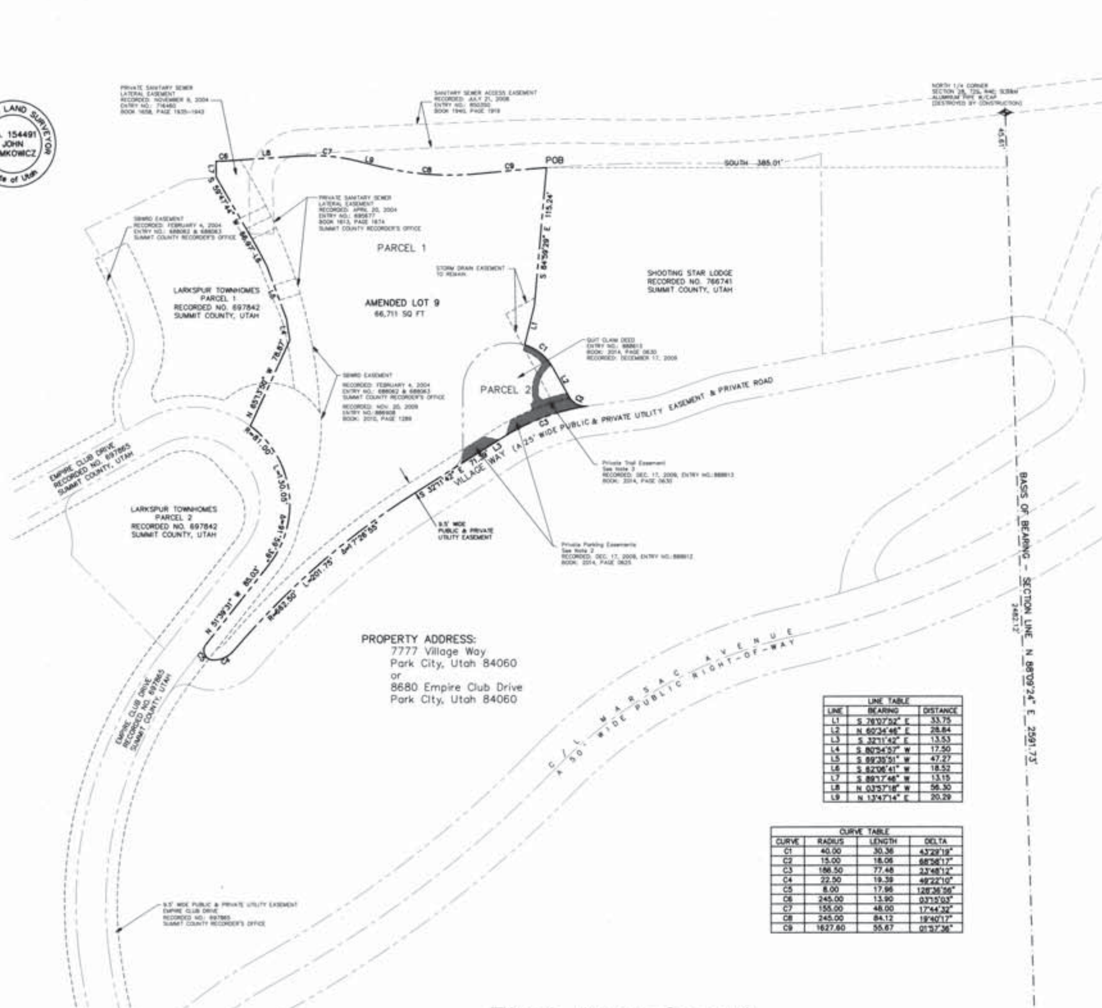
4. The maintenance of the private Lot 9 water system is the responsibility of the Lot 9 Village at Empire Pass Sub Association.

5. Village Way is a private road.

6. The plat amendment does not approve any changes to the Conditional Use or Master Planned Development approvals on the property.

7. This plat is subject to all of the conditions of approval of Ordinance # 11-02, passed and adopted January 6, 2011.

8. All conditions of approval of the Flagstaff Annexation and Development Agreement and the Village at Empire Pass Master Planned Development and the Village at Empire Pass Phase 1 subdivision plat shall continue to apply.



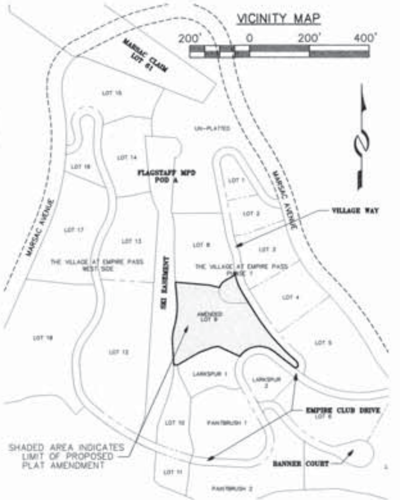
PROPERTY ADDRESS:
7777 Village Way
Park City, Utah 84060
or
8680 Empire Club Drive
Park City, Utah 84060

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 76°07'52" E	33.75
L2	N 60°34'46" E	28.84
L3	S 32°11'42" E	13.53
L4	S 80°54'57" W	17.50
L5	S 69°35'51" W	47.27
L6	S 62°06'41" W	18.52
L7	S 89°17'46" W	13.15
L8	N 03°57'18" W	56.30
L9	N 13°47'14" E	20.29

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	40.00	30.36	43°29'19"
C2	15.00	18.06	68°58'17"
C3	186.50	77.48	23°48'12"
C4	22.50	19.39	49°22'10"
C5	8.00	17.96	128°36'56"
C6	245.00	13.90	03°15'03"
C7	155.00	48.00	17°44'32"
C8	245.00	84.12	19°40'17"
C9	1627.60	55.67	01°57'36"

First Amendment
THE VILLAGE AT EMPIRE PASS Phase 1
Lot 9

LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



OWNER'S DEDICATION AND CONSENT TO RECORD

UNITED PARK CITY MINES COMPANY, a Delaware corporation, the Owner of a portion of the tract of land described herein as First Amendment of THE VILLAGE AT EMPIRE PASS, PHASE I, Lot 9, hereby certifies that it has caused this First Amendment of Subdivision Plat consisting of one (1) sheet to be prepared, does hereby consent to the recordation of this First Amendment of Subdivision Plat, and does hereby dedicate as a public and private utility easement the 9.5 foot wide parcel of property situated along the southwest side of a portion of Village Way as shown hereon.

IN WITNESS WHEREOF the undersigned has executed this certificate and dedication this 22nd day of Dec. 2011.

UNITED PARK CITY MINES COMPANY,
a Delaware corporation
By: Kerry Gee
Name: KERRY C. GEE
Title: VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF Utah)
COUNTY OF Summit) ss.

This instrument was acknowledged before me this 22nd day of December 2011 by Kerry Gee the Vice-President of United Park City Mines Company, a Delaware corporation.

NOTARY PUBLIC: Teri Ekstrom Printed Name Teri Ekstrom
My commission expires: April 10, 2012 Residing in: Summit County

11/22/11 JOB NO.: 6-3-05 FILE:

(435) 649-9467
Alliance Engineering Inc
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS 22nd DAY OF Dec., 2011 A.D.
BY S.B.W.R.D.

PLANNING COMMISSION
APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 8th DAY OF DECEMBER, 2010 A.D.
BY CHAIRMAN

ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS 29TH DAY OF DECEMBER, 2011 A.D.
BY PARK CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS 30th DAY OF December, 2011 A.D.
BY PARK CITY ATTORNEY

CERTIFICATE OF ATTEST
I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 6 DAY OF JANUARY, 2011 A.D.
BY PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 6th DAY OF JANUARY, 2011 A.D.
BY Dana Williams MAYOR

RECORDED
#937021
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF COALITION TITLE
DATE 1/4/12 TIME 9:20AM BOOK — PAGE —
31.00 FEE
Mary Ann Trussell - deputy RECORDER

EXHIBIT J

Construction Mitigation Plan

The Residences at the Tower

November 1, 2018
Project Location: 7777 Village Way, Park City, UT 84060
Building Permit#

Contractor: Big-D Construction
1389 Center Drive, Suite 360
Park City, UT 84098
Contact: Shawn Albretsen, Project Manager
Cell – 801.420.0333
Email – SAlbretsen@big-d.com

1. Hours of Operation:
   Typical hours of construction operations are 7:00am to 6:00pm, Monday through Friday, 8:00am to 6:00pm on Saturday, and no work on Sundays. With this structure being primarily cast in place concrete, occasional longer work hours may be needed for critical concrete placements. Big-D Construction will notify the neighboring residents and Park City Building Department, if wanted, ahead of time of these concrete placement durations.

2. Parking:
   There is limited onsite parking. This will be reserved for visitors and Big-D Construction project management personnel. All other construction workers shall park off site and be bused to and from the construction site. The worker parking location is TBD, but could be near the Mine Bench or Richardson Flat. The parking plan assumes there is no on street parking on Village Way or Empire Club Drive.

3. Deliveries:
   Deliveries to the site will be only during construction operation hours. Typically, deliveries will be just-in-time for the materials to be incorporated into the ongoing construction progress.

4. Stockpiling and Staging:
   Given the site location, access, and building footprint coverage of the site, there is limited area for stockpiling and staging materials. Materials will have to be delivered to the project just-in-time to incorporate into the construction work. This means and method is similar to building a multistory building in a downtown urban setting. It is Big-D Construction's responsibility to coordinate with subcontractors to minimize problems due to the limited staging and stockpiling areas.

5. Construction Phasing:
   No construction phasing is planned. All construction is to complete in one continuous time period between April 2019 and December 2020.

6. Trash Management & Recycling:
   The construction debris dumpster shall be located within the fenced construction boundary. Its remaining capacity will be monitored daily and the dumpster emptied on a regular basis to prevent over flowing and accumulation of debris around the construction site. If available, a construction debris service will be utilized that will sort the contents of each dumpster and recycle items such as paper, cardboard, wood, and metals.

7. Dust & Mud Control:
   Access to the site is from one side of the project. This project frontage along Village Way is planned to be graveled entirely to help eliminate dirt and mud from being tracked on to the paved street. Streets will be monitored daily and cleaned as needed to keep them free of dirt and mud. The majority of excavation work will take place in the spring /early summer. This work is not expected to generate much dust. A water source will be available to keep dust down as needed.

8. Noise:
   Noisy work shall be kept within the approved project work hours. Big-D Construction will have a decibel meter on site to monitor the noise level of construction activities. No radios will be allowed on the construction project.

9. Grading & Excavation:
   The mass excavation for this project is over 10,000 cubic yards. This is one of the first construction activities. The planned haul route utilizes Marsac Avenue. Flagmen will be used as required at the intersection of Marsac Avenue and Village Way to help manage the truck traffic. The haul hours will be limited to between 7:00am and 6:00pm Monday through Friday and 8:00am to 6:00pm on Saturday. Excavated soils are to be taken to an approved dump site, location of to be finalized, but may be Hot Creek. All suitable soils to be re-used for backfill will be stockpiled on site as required.

10. Temporary Lighting:
    Exterior construction lighting will be kept as minimal as possible. The lighting will be turned off as much as possible during non-work hours. Occasional temporary lighting will be needed for morning concrete placements. This lighting will be accomplished by using portable light plants that are set up only for a specific concrete placement, then moved off site. Temporary interior lighting will be used during construction work hours and turned off to leave a minimal amount of lighting for egress and emergency access.

11. Construction Sign:

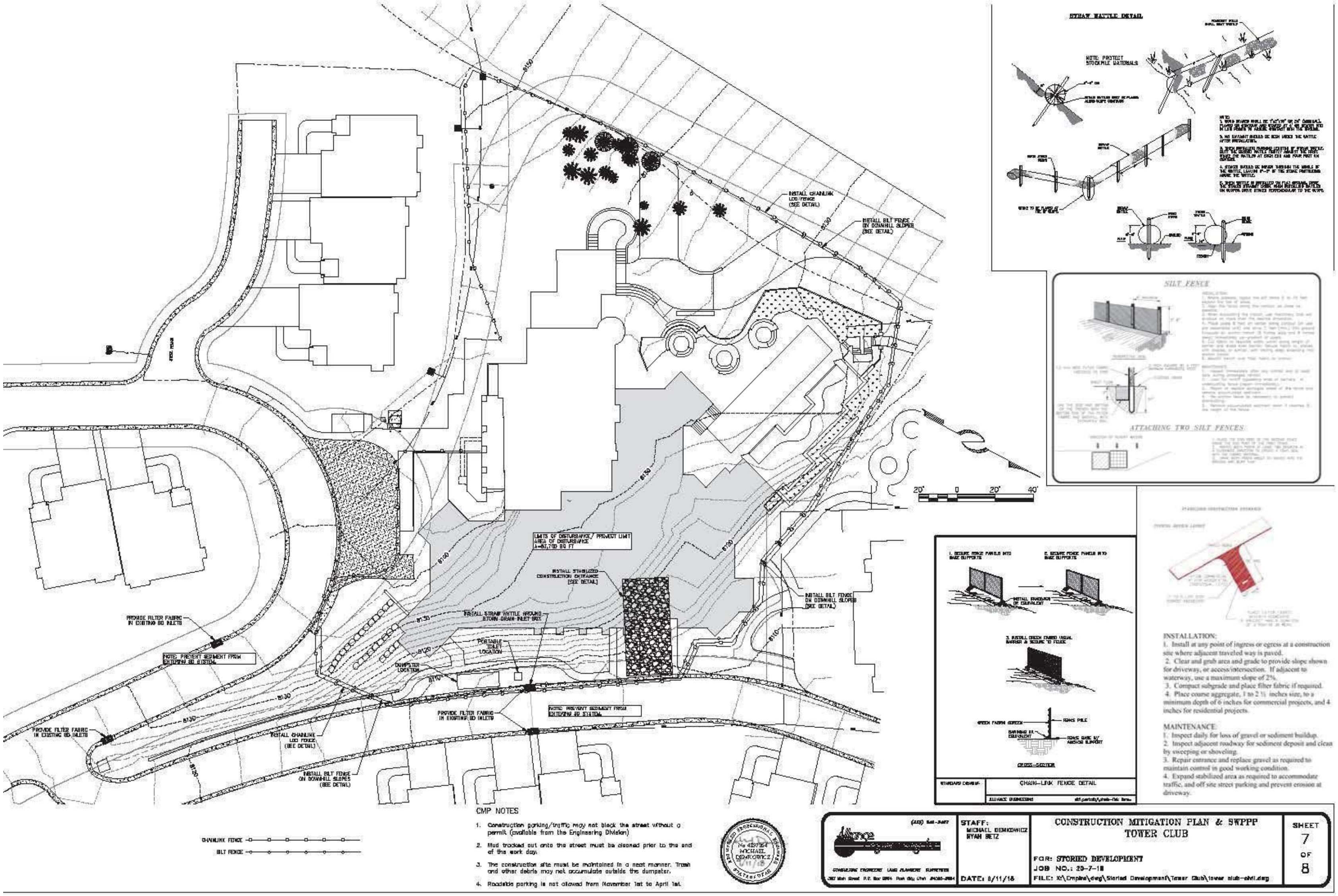
A project information sign will be posted at the entrance to the construction site. It will comply with the size regulations and include: Big-D Construction Company, 1389 Center Drive, Suite 360 Park City, UT 801-420-0333, Emergency Contact: Shawn Albretsen. No other construction signs are planned.

12. Other issues:
    Dogs or pets are not allowed on Big-D Construction projects. Firearms, alcohol, and drugs are prohibited as well. Visitors must check in at the construction project office and be authorized to be on site with the proper personal protective equipment (hard hat, safety vest, safety glasses, etc.).

13. Soils Ordinance:
    Big-D Construction will comply with the Soils Ordinance if the project site is considered within the ordinance boundary.

14. Erosion Control:
    Big-D Construction is enlisting the services of Big-D Construction and Alliance to help draft and maintain a SWPPP and erosion control program throughout the project duration. This plan will be submitted prior to start of construction. Cut and fill areas and utility trenches will be backfilled and revegetated as soon as practical to help minimize erosion (Refer to SWPPP & CMP plan on next page).

Construction Mitigation Plan ~ The Residences at the Tower



INSTALLATION:

1. Install at any point of ingress or egress at a construction site where adjacent traveled way is paved.
2. Clear and grub area and grade to provide slope shown for driveway, or access/intersection. If adjacent to waterway, use a maximum slope of 2%.
3. Compact subgrade and place filter fabric if required.
4. Place course aggregate, 1 to 2 ½ inches size, to a minimum depth of 6 inches for commercial projects, and 4 inches for residential projects.

MAINTENANCE:

1. Inspect daily for loss of gravel or sediment buildup.
2. Inspect adjacent roadway for sediment deposit and clean by sweeping or shoveling.
3. Repair entrance and replace gravel as required to maintain control in good working condition.
4. Expand stabilized area as required to accommodate traffic, and off site street parking and prevent erosion at driveway.

CMP NOTES

1. Construction parking/traffic may not block the street without a permit (available from the Engineering Division)
2. Mud tracked out onto the street must be cleaned prior to the end of the work day.
3. The construction site must be maintained in a neat manner. Trash and other debris may not accumulate outside the dumpster.
4. Roadside parking is not allowed from November 1st to April 1st.

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

STAFF:
MICHAEL DEMKOWICZ
RYAN BETZ

DATE: 8/11/18

CONSTRUCTION MITIGATION PLAN & SWPPP
TOWER CLUB

FOR: STORIED DEVELOPMENT
JOB NO.: 20-7-18
FILE: X:\Empire\dwg\Storied Development\Tower Club\tower club-civil.dwg

SHEET
7
OF
8

EXHIBIT K

Flagstaff Annexation and Empire Pass Units and Unit Equivalents

As of 10.25.18 Reflects Empire Residences platted, Silver Strike amendment and (Larkspur Townhouse (3 units) , Moonshadow 8 PUD (31 UE), Tower Res (14 units) plats under review)

SINGLE FAMILY LOTS

POD	Single Family	Approved SF lots	Cert of Occupancy to date	Remaining lots to CO
A	Banner Wood-platted	6	4	2
B1	Northside-platted	10	10	0
D	Red Cloud-platted	30	11	19
Totals	**(Single Family only)**	**46**	**25**	21
Maximum SF Allowed by Flagstaff Development Agreement		46		
Remaining Units/UE to Plat		0		

MULTI-FAMILY UNITS

POD	Multi-family	Units Approved/Proposed	UE Approved/Proposed	Units Platted or under review	UE Platted or under review	SF Platted or under review	PUD units (SF/duplex use UE)	ADA provided/required	CO UE's to date	CO Units to date
A	Moon Shadow Condo 8 PUD on Lot 1 VEPN apprvd	8	31.00	8	31	62,000	8	0	0	0
A	Lot 3 VEPN plat-(Bldg 3) (Empire Residences approved)	21	24.50	21	24.49	48,981	0	1	0	0
A	**Lot 2 VEPN plat-(Bldg 4) TBD**	**TBD**	**TBD**				0	**TBD**	0	0
A	Lot A VEMP1 3 townhomes condo plat to CC 11/29/18	3	5.75	3	5.75	11,500	0	0	0	0
A	Tower Resid. (Bldg 1)- platted lot/CUP/Condo plat to PC 11/14/18	14	21.23	14	21.226	42,453	0	**1**	0	0
A	Shooting Star-platted lot and condo (Bldg 2)	21	18.30	21	18.055	36,109	0	1	18.1	21
A	One Empire Pass-platted lot and condo (Bldg 5)	27	32.80	27	32.513	65,026	0	1	32.8	27
A	Silver Strike-platted lot and condo (Bldg 6) (subject to plat amend)	34	35.60	34	35.653	71,305	0	2	35.7	34
A	Flagstaff -platted lot and condo (Bldg 7)	37	35.90	37	36.753	73,506	0	2	36.8	37
A	Arrow Leaf A-platted lot and condo (Bldg 8)	28	24.50	28	23.229	46,458	0	2	23.3	28
A	Arrow Leaf B- platted lot and condo (Bldg 9)	28	25.70	28	24.373	48,746	0	2	24.4	28
A	Grand Lodge-platted lot and condo (Bldg H)	27	33.00	27	32.672	65,344	0	2	32.7	27
A	Larkspur East Townhouses-all platted/condo (3 duplex = 6 PUD)	15	24.40	15	24.347	48,693	6	0	24.4	15
A	Larkspur West Townhouses-all platted/condo	12	20.70	12	20.637	41,273	0	0	20.7	12
A	Paintbrush PUDs- all platted /condo	12	31.90	12	31.538	63,076	12	0	32	12
A	Belles PUDs- all platted/condo	17	45.00	17	45	90,000	17	0	37.85	16
B1	Nakoma PUDs- all 17 are platted condo but 5 unbuilt	17	45.00	17	45	90,000	17	0	35	12
B1	Ironwood- all platted/condo	24	37.40	23	36.972	73,944	0	1	37.1	23
B2	B2 West Montage- 174 hotel rooms platted(apprvd 192)	hotel rooms	69.60	n/a (hotel rooms)	72.665		0		72.4	1
B2	B2 West Montage condos- platted (apprvd 94)	94	114.00	84	109.335	218,669	0	5	109.3	84
B2	**B2 East- B2East Subdivision approved/No condo plat yet**	70	81.00				0	**TBD**	0	0
Totals (Multi-family (MF) only)		**509**	**757.28**	**428**	**671.208**	**1,197,083**	**60**	**20**	**572.55**	**377**
Maximum (MF) Allowed by Flagstaff Development Agreement		**550**	**785.00**	**550**	**785**	**n/a**	**60**	**n/a**		
Remaining MF Units/UE (to be approved and/or platted)		**41**	**27.72**	**122**	**113.792**	**n/a**	**0**	**n/a**		

MF Totals by POD- apprvd/platted/proposed, includes PUDs, not SF lot	**Units**	**UE**	**Units Platted (or plat under review)**
A (includes unbuilt Empr Res, Larkspur, Moon Shadow, Tower Residential)	304	410.28	304
B1	41	82.4	40
B2 (plus 174 hotel rooms for units, hotels rooms included in UE)	164	264.60	84
Totals Multi-family (MF)	**509**	**757.28**	**428**
% of MF units total in Pods A, B1 and B2 that are in POD A (MPD requires minimum of 50%)	**59.72%**		**71.03%**

Internal Planning Department tabulations.

PROJECT STATUS- Multi-family/PUD

POD	Multi-family	Status
A	**Moonshadow PUD on Lot 1 VEPN 8 PUD style**	Condo plat apprvd
A	**Lot 3 VEPN plat-(Bldg 3) (Empire Residences approved)**	Condo plat recorded
A	**Lot 2 VEPN plat-(Bldg 4) TBD**	Sub Plat recorded
A	**Lot A VEMP1 (combo of Lots 1 and 2 VEMP1) plat recorded/ACUP apprvd**	Condo plat under review
A	**Tower Residential- platted lot/no condo plat (Bldg 1) -TBD**	Condo plat under review
A	Shooting Star-platted lot and condo (Bldg 2)	Completed
A	One Empire Pass-platted lot and condo (Bldg 5)	Completed
A	Silver Strike-platted lot and condo (Bldg 6) (subject to plat amend)	Completed
A	Flagstaff -platted lot and condo (Bldg 7)	Completed
A	Arrow Leaf A-platted lot and condo (Bldg 8)	Completed
A	Arrow Leaf B- platted lot and condo (Bldg 9)	Completed
A	Grand Lodge-platted lot and condo (Bldg H)	Completed
A	Larkspur East Townhouses-all platted/condo (3 duplex = 6 PUD)	Completed
A	Larkspur West Townhouses-all platted/condo	Completed
A	Paintbrush PUDs- all platted /condo	Completed
A	Belles PUDs- all 17 are platted condo	16 Completed
B1	Nakoma PUDs- all 17 are platted condo	12 Completed
B1	Ironwood- all platted/condo	Completed
B2	B2 West Montage- 174 hotel rooms platted(apprvd 192)	Completed -see note
B2	B2 West Montage condos- platted (apprvd 94)	Completed
B2	**B2 East- B2East Subdivision approved/No condo plat yet**	Sub plat recorded

AFFORDABLE HOUSING

POD	Multi-family	Unit required	AUE required	AUE not yet built
A	**Moonshadow Condos 8 PUD Style Lot 1 VEPN**	0	0	
A	**Lot 3 VEPN plat-(Bldg 3) (Empire Residences approved)**	**1**	**1.1 AUE**	**1.1**
A	**Lot 2 VEPN plat-(Bldg 4) TBD**	**TBD**	**2.0 AUE**	**2**
A	**Lot A VEMP1 Triplex Admin CUP**	0	0	
A	**Tower Residential- platted lot/no condo plat (Bldg 1)**	**1**	**0.75**	**0.75**
A	Shooting Star-platted lot and condo (Bldg 2)	0	0	
A	One Empire Pass-platted lot and condo (Bldg 5)	1	1.125	
A	Silver Strike-platted lot and condo (Bldg 6) (subject to plat amend)	(1)*	1.1 *	
A	Flagstaff -platted lot and condo (Bldg 7)	2	1.6	
A	Arrow Leaf A-platted lot and condo (Bldg 8)	3	2.85	
A	Arrow Leaf B- platted lot and condo (Bldg 9)	0	0	
A	Grand Lodge-platted lot and condo (Bldg H)	1	1.2	
A	Larkspur East Townhouses-all platted/condo (3 duplex = 6 PUD)	0	0	
A	Larkspur West Townhouses-all platted/condo	0	0	
A	Paintbrush PUDs- all platted /condo	0	0	
A	Belles PUDs- all platted/condo	0	0	
B1	Nakoma PUDs- all 17 are platted condo but 5 unbuilt	0	0	
B1	Ironwood- all platted/condo	1	1	
B2	B2 West Montage- 174 hotel rooms platted(apprvd 192)	0	0	
B2	B2 West Montage condos- platted (apprvd 94)	10	7.8	
B2	**B2 East- B2East Subdivision approved/No condo plat yet**	**TBD**	**4.2**	**4.2**
Totals		**TBD**	**24.725***	**8.05**

***Silver Strike unit transferred out by City**

Total MPD AUE required	Total off Mtn AUE required	Total off Mtn AUE built	Total on Mtn AUE required	Total on Mtn AUE built	Total on Mtn AUE owed
118.9	**94.175**	**89***	**24.725**	**16.675**	**8.05**

SF- Single family lot/house
MF- Multi-family/condominium units
PUD- Planned Unit Development Style MF (duplex or single detached)
VEMP!- Village Empire Pass Phase 1 Subdivision plat

EHU- Employee Housing Unit (no min number)
AUE- Affordable Unit Equivalent (1 AUE = 800 sf)
UE- Unit Equivalent (1 UE = 2,000 sf residential)
*Off Mountain requirements now met with 2017/2018 Agreements? Need the final documentation of this.

ADA- American Disability Act required units
VEPN- Village Empire Pass North Subdivision plat
CO- Certificate of Occupancy (hotel rooms counted as 1 CO total)

Note- This information is from the recorded Condominium plats (sf, units, ue, ada, ehu) verified with Ordinances, MPD/Plat/CUP action letters, available at the Planning Department.

EXHIBIT L

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Agreement") is made and entered into effective as of the ___ day of ____________, 2019, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation and body politic ("City"), and EMPIRE PASS MASTER OWNERS ASSOCIATION, INC., a Utah nonprofit corporation ("Association"), each a "Party" and collectively the "Parties" herein.

Recitals

A. The area known as Empire Pass ("Empire Pass") is a residential mountain development located in Park City, Summit County, Utah, a portion of which is located within the boundaries and jurisdiction of the City.

B. Empire Pass is governed by the covenants, conditions, and easements set forth in that certain *Certificate of Amendment and Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Empire Pass* recorded on December 14, 2004 as Entry No. 719855 in Book 1666 at Page 1054 in the records of the Summit County Recorder, as amended and supplemented from time to time (collectively, "Declaration"). The Association is a Utah nonprofit corporation organized to administer and enforce the terms of the Declaration and to exercise the rights, powers, and duties set forth in the Declaration.

C. Development within Empire Pass is governed by that certain *Amended and Restated Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, the 20-Acre Quinn's Junction Parcel, and Iron Mountain* entered into by and between United Park City Mines Company, Deer Valley Resort Company, and Park City Municipal Corporation, a third class city of the State of Utah, and recorded on March 2, 2007, as Entry No. 806100 in Book 1850 at Page 1897 in the records of the Summit County Recorder, as amended or supplemented from time to time ("Development Agreement").

D. The Development Agreement required the Developer, as such term is defined in the Development Agreement, to develop a Historic Preservation Plan, which said 127 page Historic Preservation Plan was prepared by SWCA, Inc., on August 2000 and is entitled, *Historic Preservation Plan for Flagstaff Mountain Association, Park City, Summit County, Utah,* as amended or supplemented from time to time including by that certain *Historic Preservation Plan, Exhibit 6* dated May 2001 (and subsequently Revised and Approved December 2001)(collectively, the "Historic Preservation Plan"). The *Historic Preservation Plan, Exhibit 6* dated May 2001 (and subsequently Revised and Approved December 2001)("Exhibit 6") identified historic preservation work needed at 21 historic mining sites within the Flagstaff Mountain Annexation Boundary and specified that the master homeowner association was responsible for maintaining any site that was not part of an ongoing operation.

E. The Parties desire to enter into this Agreement to set forth a plan for the Association to address the Maintenance, as defined herein, needs of certain historic mining sites thereby satisfying the requirements of the Historic Preservation Plan for the time periods set forth herein.

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual covenants set forth herein, the Parties agree as follows:

1. Recitals. The Recitals A through E are incorporated herein and made a part hereof.

2. Definition. As used herein, the term "Maintenance" or "Maintain" shall mean the maintenance work required to stabilize a structure to arrest decay but not to stop a structure's decay completely. The term "Maintenance" or "Maintain" does not require that any work be performed to make a structure habitable or compliant with any code, regulation, statute, or law. The term "Maintenance" or "Maintain" refers to recommended repairs, stabilization and public protection options in Exhibit 6, and does not require that a structure be restored to habitability.

3. Payments. Association agrees to cause the following payments to be made, within 30 days of execution of this Agreement as follows:

(a) To Park City Museum & Historical Society, the amount of Sixty-Five Thousand Dollars ($65,000), to reimburse the society for amounts expended in preserving the Little Belle Mine Ore Bin facilities in summer 2018.

(b) To City, from Storied Deer Valley LLC, a Delaware limited liability company ("Storied"), and Redus Park City, LLC, a Delaware limited liability company ("Redus"), the amount of Forty Thousand Dollars ($40,000.00) each, for a total of Eighty Thousand Dollars ($80,000.00), to be held by City in escrow for costs incurred by the Association in completing the roof stabilization and related structure protection work at the Judge M + S building during the summer of 2019, and other priorities identified by the Director and agreed to by the Association.

(c) The escrow described in Subsection 3(c) shall be distributed to Association, by City, within 14 days of Association supplying City with evidence of paid invoices for work performed on the Judge M + S building, and other priorities identified by the Director and agreed to by the Association.

4. Process for Determining Maintenance Work to Be Done on Sites. From 2019 through 2029, the Association agrees to meet with the City's staff ("Staff"), at a minimum, once a year, on or before each March 1st (the "Annual Meeting") to discuss prior construction season's Maintenance work and project prioritization and scope of any Maintenance work ("Scope of Work") to be done during the upcoming construction season on any historic mining sites identified on Exhibit 6, with a priority being those projects identified on Exhibit "A" hereto ("Sites"). The Parties acknowledge that the Sites upon which it was mutually agreed that Maintenance work would take place are not located on land owned by or under long term lease to the Association. Notwithstanding any other provision of this Agreement to the contrary, the Parties agree that this Agreement shall be applicable to those Sites to the extent that legal access is provided to the Association, and as may be required to permit the Association to satisfy its obligations hereunder.

(a) At each Annual Meeting, the Parties shall discuss, at a minimum, the following:

(i) Review of the process, timeline and costs associated with the most recent construction season's project(s);

(ii) Determination of Scope of Work, process, responsibility and timeline for documenting and recording the project's work;

(iii) Determination if additional work is needed for the following year for the recently maintained, stabilized or completed Site(s);

(iv) Review of potential need to secure any Sites to which no Maintenance work has been done in order to deter vandalism, damage or destruction, or to stabilize such Sites;

(v) Assessment of remaining funds and identification of funding strategies for the next year's budget;

(vi) Review and update of projects and Sites;

(vii) Preparation by the Staff, after consultation with the Association, of an annual report to the Community Development Director;

(viii) The results of City inspection of the Sites to evaluate their condition and potential work to be performed;

(ix) Selection of projects for upcoming construction season;

(x) Communication and coordination, as necessary, with the Friends of Ski Mountain Mining History ("FSMMH"); and

(xi) Determination of the necessary permitting process, including timelines and responsible parties.

(b) After the completion of the meeting, the Parties shall agree on the Scope of Work to be done during the upcoming construction season.

5. Performance of Work on Sites.

(a) Upon the agreement by the Parties of the Scope of Work to be undertaken during each construction season, Association shall be responsible for project management, oversight and payment of contractors. Association shall provide City with project accounting at end of each construction season.

(b) Unless otherwise agreed in writing, the Association shall be the contracting party on the mutually agreed Maintenance work on the Sites. The Association may apply its customary policies, procedures and requirements, including without limitation, insurance and workmen's compensation requirements, to all contractors, subcontractors and materialmen working at a Site or accessing a Site through Empire Pass.

(c) In connection with, or prior to, any work being performed, the Association shall submit work plans and cost estimates to a City-employed individual designated by the Staff. Association shall be responsible for processing and payment of invoices for approved Scope of Work. In the event that any work is performed directly by Association, Staff shall review and approve any payments to Association from Maintenance Funds. At its option, the Association may also require lien/payment bond waivers from contractors paid from previous draw requests or disbursements (*e.g.*, lien waivers provided "in arrears"), in accordance with ordinary and customary construction practices.

6. Inspection, Maintenance, and Securing of Sites. The obligation to inspect the Sites for the purposes of this Agreement shall be upon the City, and the Association shall have no obligation to inspect or to monitor the Sites. Each construction season, Association shall diligently pursue the completion of Scope of Work agreed to in the Annual Meeting with Staff. To the extent funds on hand are not sufficient to pay for contemplated annual Scope of Work, the Association and City will agree on a revised "Scope of Work" and estimated cost budget for such Maintenance work for the upcoming year based on funds available, subject to the following terms and conditions:

(a) On an annual basis for ten (10) years, on or before May 1st each year, the Association shall contribute half of the annual amount required to establish a maintenance fund in the amount of Forty Thousand Dollars ($40,000.00) ("Maintenance Fund"). In consideration of the Association entering into this Agreement, the City agrees to forego, annually, Twenty Thousand Dollars ($20,000.00) of "Open Space/Transit Management Fee" ("OSTM Fee") income owed to the City each year from transactions according to Section 7.15 of the Declaration. OSTM Fee income foregone by City shall be added to the Maintenance Fund and City shall allow the Association to utilize such OSTM Fee money for purposes of discharging the obligations described in this Agreement. The Association shall have the option, in its sole discretion, to pay all or a portion of its annual maintenance contribution in advance, and to credit the amount of prepaid maintenance contributions against the next year's or years' maintenance contributions that would otherwise be payable by the Association.

(b) The Association's initial obligation to contribute towards the Maintenance Fund shall be ten (10) years from the first maintenance contribution by the Association. On or before the ninth (9th) anniversary of the first maintenance contribution by the Association, the Parties agree to meet to discuss future ongoing funding levels appropriate to continue to satisfy Association's obligations under Exhibit 6 to the Development Agreement, and a possible extension of this Agreement in furtherance thereof. Unless otherwise agreed, the Association and City contribution shall automatically renew for an additional ten (10) years, provided that the total annual Maintenance Fund amount shall be reduced to $20,000.00 ($10,000 each) unless otherwise agreed by the Parties.

(c) The Association shall have the right, but not the duty, to spend monies out of the Maintenance Fund on other historical mining projects other than the Sites so long as such historical mining projects are located within the boundaries and jurisdiction of the City and such expenditure is approved in advance by both the Association and the City. After the first ten (10) years, the Association shall have the right, but not the duty, to spend monies out of the Maintenance Fund for open space responsibilities, including funding for the Conservation Easement grantees [City and Summit Land Conservancy] consistent with express purposes of the OSTM pursuant to the Development Agreement, and Open Space Technical Report.

(d) Maintenance contributions made by the Association for these purposes during this ten (10) year period which are not spent for such purposes within the calendar year in which they are contributed will be carried over and combined with the maintenance contribution for the following year, to be applied toward the mutually agreed Scope of Work for the following year, so that yearly maintenance contributions can accumulate to fund larger Maintenance projects, if necessary. Maintenance contributions will be held by the Association in the Maintenance Fund, and disbursed to pay for work upon mutual agreement of the Association and Staff.

(e) Unless otherwise agreed in writing between the Parties, the Association shall be the contracting party for all required Maintenance work to be performed for the agreed ten (10) year period on Sites, and the Association may require such licenses, bonding, insurance and other conditions and requirements for third parties performing such work on behalf of the Parties as the Association customarily imposes on third party contractors working at Empire Pass. The City shall waive any permit, inspection and other fees applicable to work contracted for by the Association or the City pursuant to this Agreement. Nothing in the Association's status as the "contracting party" shall impose any payment obligations or other financial liability on the Association, except as otherwise expressly set forth herein with respect to the maintenance contribution described above. The Association will use reasonable efforts to solicit three (3) quotes for any third party work and will inform the City Implementation Department of the status of any solicitation for work.

(f) Nothing herein shall be deemed to impose any obligation or legal liability on the Association for Maintenance of Sites, except as expressly provided in the Development Agreement/ Historic Preservation Plan and as mutually agreed between the Association and the City, and no ongoing obligations beyond those exist.

7. Obligations of the Parties. The Parties agree that no later than six (6) months after execution of this Agreement by the Parties, the Parties shall have worked in good faith to prepare and shall have executed an updated historic preservation plan identifying outstanding work requirements on the Sites (the "New Exhibit"). The update will take the form of an amendment to Exhibit 6, and require Planning Commission public hearing and approval, and a written acknowledgment of acceptance from both Parties.

8. Long Term Maintenance License(s) and Access Rights. Association and City shall make best efforts to secure long term maintenance and access rights required for Association to perform maintenance work on third party Sites as prescribed in Section 4 of this Agreement. Association will be the initial point of contact with applicable property owners.

9. Open Space Obligations. To clarify management responsibilities assigned under Section 4.4 of *Flagstaff Mountain Resort Open Space Management Plan, Exhibit 5* dated May 2001 (and subsequently Revised and Approved December 2001)("Exhibit 5"), the Parties hereby agree and acknowledge that the Association is only responsible for managing any open space areas owned by the Association.

10. No Assumption of Environmental Liability. Nothing in this Agreement or in the Association's acting as contracting party for any of the work contemplated by this Agreement, shall be deemed an assumption of, or impose any liability on the Association, financial or otherwise, for any environmental remediation or clean-up related to the Sites, or the pre-existing conditions thereon.

11. Due Authorization and Execution. Each Party hereto represents and warrants to the other Party that execution and delivery of this Agreement has been duly authorized by all necessary action.

12. Successors and Assigns. The terms, covenants and conditions of this Agreement shall be binding on and inure to the benefit of the successors and assigns of the Parties.

13. Notices. All notices under this Agreement must be in writing and delivered to the notice address below (i) by registered, express, or certified mail, (ii) by courier or messenger service, or (iii) by electronic mail with acknowledgement of receipt. Notice is deemed given on the date delivered or attempted but delivery is refused.

If to the Association:

Empire Pass Master Owners Association, Inc.
Attn: President
4188 SR 248
P.O. Box 99 Kamas, Utah 84036

With a copy to:

Douglas C. Shumway, Esq.
Miller Harrison Lawyers
50 W. Broadway, Ste 450

Salt Lake City, UT 84101

If to the City:

Park City Municipal Corporation
PO Box 1480
Park City, Utah 84060
Attention: Planning Department

With a copy to:

Park City Attorney's Office
PO Box 1480
Park City, Utah 84060

Either Party may change its addresses for notices pursuant to a written notice which is given in accordance with the terms hereof. The foregoing notice requirements are subject to the provisions below. As used herein, the term "business day" shall mean any day other than a Saturday, a Sunday, or a legal holiday for which U.S. mail service is not provided. Whenever any date or the expiration of any period specified under this Agreement falls on a day other than a business day, then such date or period shall be deemed extended to the next succeeding business day thereafter.

14. No Third Party Beneficiaries. Nothing in this Agreement is intended to create an enforceable right, claim or cause of action upon any third party that is not a Party to this Agreement, with the exception of the intended third party beneficiaries Redus Park City LLC and Storied.

15. Miscellaneous.

(a) Counterparts; Facsimile Transmission. This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

(b) Due Authorization and Execution. Each Party represents and warrants to the other Party that execution and delivery of this Agreement have been duly authorized by such Party, and that this Agreement is valid and binding upon such Party. This Agreement is subject to approval by the City Council within forty-five (45) days of execution.

(c) No Partnership. The parties do not by this Agreement, in any way or for any purpose, become partners or joint venturers of each other in conduct of their respective businesses or otherwise.

(d) Severability. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

(e) Waivers and Amendments. No provision of this Agreement may be waived to any extent unless and except to the extent the waiver is specifically set forth in a written instrument executed by the Party to be bound thereby. This Agreement may be amended or modified only by an instrument to that effect executed by the parties hereto, and only to the extent expressly set forth therein.

(f) Captions. The captions of each section are added as a matter of convenience only and shall be considered of no effect in the construction of any provision of this Agreement.

(g) Attorneys' Fees. If any Party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing Party shall have and recover against the other Party, in addition to all court costs and disbursements, such sum as the applicable court may adjudge to be reasonable attorneys' fees.

(h) Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah.

(i) Time of the Essence. Time shall be of the essence with respect to the performance and observance of the covenants, agreements, terms, conditions and provisions set forth herein.

(j) No Default. Upon their execution of this Agreement, the Parties each acknowledge and agree that neither the Association, nor Redus, nor Storied are in Default under the Historic Preservation Plan. So long as the Parties perform the obligations set forth in this Agreement, including diligently pursuing any additional maintenance or preservation work identified in the New Exhibit with available funding from the Maintenance Fund, there shall be no default under the Historic Preservation Plan.

(k) Interpretation of this Agreement. The Parties agree that the purpose of this Agreement, with its New Exhibit, shall be to modify, clarify and implement the Historical Preservation Plan and to confirm the responsibilities for implementation of the preservation purposes described in the Development Agreement.

[Remainder of page intentionally left blank]

[Signatures on following pages]

EXECUTED AS OF THE DATE FIRST WRITTEN ABOVE.

"CITY"

Park City Municipal Corporation, a Utah municipal corporation and body politic

By: ______________________________
Mayor

Attest:

By______________________________
City Recorder

Approved as to Form:

By______________________________
City Attorney's Office

"ASSOCIATION"

EMPIRE PASS MASTER OWNERS ASSOCIATION, INC., a Utah non- profit corporation

By: ______________________________
Douglas Ogilvy, Pres.

<u>EXHIBIT "A"</u>

SITES-

a) *Judge Mining & Smelting Company Office*. Because this structure is owned by a third party, any Maintenance required on this structure is contingent on the Association having secured easements from the third party owner to perform such Maintenance work. The Parties will work together to determine the scope of the required roof repair and other required Maintenance efforts.. The Parties agree that the Association's Maintenance efforts will be limited to the building structure, and that the Association shall not be required to restore the interior in any way or to pursue any adaptive reuse of this structure.

b) *Daly West Mine Fire Hydrant Shacks.* The Parties hereby agree that this structure is still in good condition. There is no apparent need for immediate work other than ongoing Maintenance. Because this structure is owned by a third party, any Maintenance required on this structure is contingent on the Association having secured easements from the third party owner of the structure to perform such repair work.

c) *Little Bell Mine Ore Bin.* The Parties hereby agree that this structure is still in good condition. There is no apparent need for immediate work other than ongoing Maintenance. Because this structure is owned by a third-party, any maintenance required on this structure is contingent on the Association having secured easements from the third-party owner of the structure to perform such repair work.

d) *Interpretive Signs.* The Parties hereby agree that the Association shall install, maintain, and replace those interpretive signs agreed to by the Parties in fulfilment of interpretive signage obligation in the Historic Preservation Plan.

EXHIBIT M

PARK CITY MUSEUM

To: Park City Planning Commissioners

From: Sandra Morrison, Executive Director
Park City Historical Society & Museum

Date: February 13, 2019

RE: 8680 Empire Club Drive Residences at the Tower Condominium Plat and CUP

Honorable Planning Commission members,

First, my apologies for being unable to attend your meeting on Wednesday February 13, 2019. I read the staff report and attachments with interest and thank staff and the Commission for all your work to date. The stabilization and future of the historic structures at Deer Valley has been greatly aided by a proposed agreement with Park City Municipal and Empire Canyon Master Owners Association.

Below are a few questions and comments that I hope will be addressed before the plat and CUP are approved and the "Memorandum of Agreement" signed.

1. The Flagstaff Development agreement stated in Technical Report #6 - Judge Mining & Smelting Company Office:

   > *" With the first phase of the Flagstaff development, the restoration of the building will be initiated.... After restoration, the building is anticipated to serve as an office....".*

   This is the one obligation in the Flagstaff Development Agreement that we all agree the Developer absolutely promised. Don't we still want this **restoration** to happen?

   The Judge Office building is a really significant and beautiful historic building that we don't want to lose. Why not let the Developer(s) keep their promise and restore this historic building? Currently the area is shabby and blighted with a rusty old trailer on location, garbage, and graffiti. Could the users of the trailer move into the restored Judge Office building? Then the ugly trailer could be removed permanently. With a restored building occupied by a tenant, the site would be maintained and graffiti and garbage eliminated. Surely that's what we want to achieve? Surely that how we want to celebrate our mining history?

   If the Developers only install a new roof (see page 162, Article 3(b), we'll end up back here 20 years from now, lamenting the sorry deteriorated condition of the historic building again.

2. Page 162: Article 3(b) of The Memorandum, Storied Development and REDUS are required to pay $40,000 each to fix the roof of the Judge Mining building.
   The structural engineer estimated a full restoration of the Judge Office building at $350,000.

What about LEC properties? Or RH Mayflower LLC. United Park City Mines Company still exists. Are there other Flagstaff Developers have current or have applied for building permits? Why not have them all contribute?

As stated in the Flagstaff Development Agreement, the requirements transfer with the property. If **all** the developers currently known and those in the future contribute to the Escrow fund, surely enough funds would be gathered to restore the Judge Office building (as originally promised by the Developer)?

3. Page 163
   Article 4(a) (x) Friends of Ski Mountain Mining is an adhoc committee of the Park City Historical Society so is not a legal entity. Can you change the "communication and coordination" to occur with the Park City Historical Society?

4. Page 164: Article 6 (c):

   > *" … After the first ten (10) years, the Association shall have the right, but not the duty, to spend monies out of the Maintenance Fund for open space responsibilities, including funding for the Conservation Easement grantees [City and Summit Land Conservancy] consistent with express purposes of the OSTM pursuant to the Development Agreement, and Open Space Technical Report."*

   The express purpose of the OSTM was to preserve the Protected Open Space – aka historic mine sites that are specifically identified in the Open Space Technical Report. Laudably, the Maintenance Fund is being set up to preserve the historic mine sites and meet this express purpose.

   Offering the available funds after 10 years for Conservation Easement grantees makes history compete with open space. If the Conservation Easement grantees need funds and this is a priority for the Association and the city, surely a separate fund should be set up now—not 10 years from now? We estimate more than $400,000 will easily be spent on all the deferred maintenance and stabilization. If the stabilization is dragged out over the next 10 years, the last historic mine sites will be in tragic disrepair due to the additional 10 years of deterioration.

5. Page 165: Article 9: Open Space Obligations.

   > *"To clarify management responsibilities assigned under Section4.4 of Flagstaff Mountain Resort Open Space Management Plan, Exhibit 5 dated May 2001 (and subsequently Revised and Approved December 2001)("Exhibit 5"), the Parties hereby agree and acknowledge that the Association is only responsible for managing any open space areas owned by the Association."*

   Flagstaff, Quincy, Daly West, Little Bell and Judge mine sites are all designated as "Protected Open Space" in the Open Space Management Plan (technical report/exhibit #5) The Association does not own any of these sites.
   The Flagstaff is located on RH Mayflower LLC property, the Quincy, and Little Bell on Deer Valley property, the Daly West on JSSD property and the Judge Dynamite

building on LEC property. Does this Article effectively eliminate the Master Owners Association responsibility to preserve these Protected Open Space cultural sites (as defined in Technical Report/Exhibit 5)?

6. Page 166:
   Article #14. No Third Party Beneficiaries.

   > *"Nothing in this Agreement is intended to create an enforceable right, claim or cause of action upon any third party that is not a Party to this Agreement, with the exception of the intended third party beneficiaries Redus Park City LLC and Storied."*
   >
   > Since we are listed as a beneficiary in Article 3(a), the Park City Historical Society should be included in Article #14.

Thank you for allowing public input.

Sincerely,

Sandra Morrison

Sandra Morrison
Executive Director

Kirsten Whetstone

From:	Sandra Morrison <smorrison@parkcityhistory.org>
Sent:	Monday, November 12, 2018 4:06 PM
To:	Melissa Band; Sarah Hall; Laura Suesser; John Phillips; Mark Sletten; Douglas Thimm; John Kenworthy
Cc:	Bruce Erickson; Kirsten Whetstone; Anya Grahn; Sally Cousins Elliott
Subject:	Public input for Wednesday Nov 14 Planning Commission meeting - 8680 Empire Club Drive
Attachments:	Planning commission 11.14.18.pdf

Planning Commissioners:

Recently I had a long conversation with Nann Worel regarding the historic preservation requirements of the Flagstaff Annexation and Development Agreement and the absence of any stabilization or preservation efforts since its adoption 20 years ago. She advised that at the next agenda item for Flagstaff, I come to Planning Commission and express my concern.

Please find attached my letter detailing the intent of the Agreement and what has actually happened.

Our mining history needs to be saved. It's too important as part of our town's history and culture to ignore any longer. Our mining history is what makes Park City unique and much is still physically here. But we are losing these Treasures to neglect. The Park City Historical Society & Museum and our volunteer committee Friends of Ski Mountain Mining History is working to save whatever we can. But we can't do it alone. We need the developer to live up to their promises in the Flagstaff Annexation and Development Agreement.

Please don't hesitate to contact me with any questions.

Sandra Morrison
Park City Historical Society & Museum/Friends of Ski Mountain Mining History.

From: Sandra Morrison
Executive Director, Park City Historical Society & Museum --
Friends of Ski Mountain Mining History committee.
Subject: 8680 Empire Club Drive - Residences at the Tower and Tower Club CUP for 14 residential units and addition to the Tower Club, and Condominium Plat - November 14, 2018 Hearing
Date: November 12, 2018
To: Planning Commission
cc: Anya Grahn, Kirsten Whetstone, Bruce Erickson

Dear Planning Commission,

The applications regarding further development at 8680 Empire Club Drive <u>do not</u> comply with all requirements and stipulations of their controlling Flagstaff Development Agreement and associated Technical Reports, because none of the previously agreed to and required provisions for <u>preservation of historic/cultural sites</u> in the Development Agreement have been met.

The agenda for the November 14, 2018 Planning Commission meeting includes two items for consideration at 8680 Empire Drive. The first is an Administrative item involving a Conditional Use Permit (CUP) for a multi-unit residential building and addition to the Private Tower Club at Empire Pass. The second item is Legislative and is a Condominium Plat amendment for the Tower Condominiums. Neither of these items should be approved until the original requirements and stipulations of the Flagstaff Development Agreement and associated Technical Reports are satisfied.

I. Controlling Development Documents

As stated in the Staff Reports for these applications, these applications are subject to the restrictions and conditions of the **Flagstaff Annexation and Development Agreement and Technical Reports.** Specifically:

- Both staff reports on page 2 under Background state: "The 2007 Amended Agreement, 14 Technical Reports, and the Land Management Code, form the standards under which this development is reviewed.
  See **Exh. L** [or Exh.F link] - **Flagstaff Development Agreement** and **Exh. M** [or Exh.G link] - **Technical Reports.**"

- Staff's analysis of Conditional Use Criteria #16 on page 10
  "16. The application is subject to the restrictions and conditions of the **Flagstaff Annexation and Development Agreement.**"

- In the staff report's Findings of Fact #9 on page 12:
  "9. The property is subject to the **Flagstaff Mountain Annexation and Development Agreement** (Amended Agreement) approved by City Council per Resolution no. 99-30 on June 24, 1999 and amended on March 2, 2007, **as well as associated Technical Reports**."

- Under the Conditions of Approval on page 17 :

  "17. **Conditions of approval of the Flagstaff Annexation and Development Agreement and Technical Reports continue to apply, . . .**"

II. The Controlling Flagstaff Development Agreement Contained Specific Requirements for Mine Mitigation, Open Space Management and Historic Preservation

Looking at the Amended and Restated Development Agreement for Flagstaff Mountain Pages 7-8 (Exh. L):

> "SECTION II. LARGE SCALE MPD - FLAGSTAFF MOUNTAIN
> Section 2.l DEVELOPER is hereby granted the equivalent of a Large Scale Master Planned Development (Large Scale MPD) for Flagstaff Mountain. This Large Scale MPD sets forth maximum densities, location of densities and DEVELOPER-offered amenities, and is subject to all normally-applicable City processes, and in addition thereto, such processes defined below, including DEVELOPER's responsibility, …to submit and ultimately to obtain (upon modification, if necessary) City approval of satisfactory plans detailed below:
>
> 2.1.1 **Mine/Soil Hazard Mitigation Plan**;
> . . .
> 2.1.5 **Detailed Open Space Management Plan**;
> 2.1.6. **Historic Preservation Plan**;
> . . ."

All three of these plans (now known as the Technical Reports) address retaining and saving the historic mine sites.

On Page 18, under Section 2.9 Flagstaff Mountain Mitigation/Amenities: *are the DEVELOPER-offered amenities*

> "At the City's request, the DEVELOPER shall deliver the following mitigation and amenities as an inducement to execute this Development Agreement:"

Thereafter follows a listing of the community benefits offered by the Developer that included constructing public trails, parking lot at Richardson Flat, limiting wood burning fireplaces to one per home, putting a conservation easement on the land designated open space, etc.
These mitigation and amenities also include section 2.9.3 (see pages 19-20):

> " 2.9.3 **Historic Preservation.** The Historic Preservation Plan, at a minimum, shall contain an inventory of historically significant structures located within the Project and shall set forth a preservation and restoration plan, including a commitment to dedicating preservation easements to the City, with respect to any such historically significant structures. The head frame at the Daly West site is historically significant."

Technical report #6 is that **Historic Preservation Plan** which was approved in December 2001. Under Executive Summary on page 1 the report states:

> "The Historic Preservation Plan dated August 2000 is a 127-page detailed document

> produced for Flagstaff Mountain by SWCA, Inc., Environmental Consultants.
>
> Accompanying this plan summary is a chart that reviews the same information in an abbreviated format. It includes a brief description of every important site within the Boundary, together with a short history, an overview of the existing conditions, and recommendations for preservation work associated with each.
>
> Additionally, the chart includes information regarding a proposed phasing timeline for restoration or remediation of the sites together with a proposed signage format."

(Interestingly, the chart differs at various times from the full page report).

The Executive Summary goes on to state:

> **"Concurrent with the first CUP authorizing construction of residential units, FMP will submit to Staff a plan detailing the repairs and stabilization of the historic structures and public protection plan for these structures and mining features."**

III. NONE of the Specific Requirements in the Flagstaff Development Agreement for Historic Preservation Have Been Met

I think we can all agree that **no** stabilization or preservation efforts have happened at the now Empire Pass Development, although the required Inventory identified **twenty-two (22)** historic mine sites.

For example:

1. **Little Belle Ore Bin**

The Little Belle Ore Bin is one of the sites identified in the plan. The "chart" discussed above, on page 3 of the Developer's Historic Preservation Plan provides the plan for the Little Bell Ore Bin:

> "Existing Conditions: The overall effect of the damage to the ore bin is that the entire structure is supported only by the central supports and cross braces at the front and rear of the structure, making its support base effectively much smaller and creating a precarious and dangerous situation."
>
> "Work recommendation: With the first phase of the Flagstaff development, the Little Bell Ore Bin will be provided a permanent shelter in the form of all-weather roofing.... Additional building stabilization will occur in the summer of 2001."
>
> "General notes: Since the condition of this structure poses a safety hazard, actions should be taken as soon as possible to temporarily stabilize the structure until permanent repairs can be made."

Four pages of the Full report are dedicated to describing the mitigation/stabilization work and give the work "High" priority. Interestingly the full report does not mention a permanent shelter in the form of all-weather roofing.

The Developer never performed any of the planned preservation work, and there is no permanent shelter with the all-weather roofing.

17 years later, this summer, the Park City Museum and our volunteer committee Friends of Ski Mountain Mining History decided it was now or never to save this fabulous mining structure. We spent $60,000 -- hiring both Calder Richards Engineering to develop construction plans and Contractor Clark Martinez to stabilize the structure. The now-stabilized Little Belle Ore Bin currently stands proudly on Bandana ski run for everyone to enjoy for decades to come!

None of the other Work recommendations in the Developer's Historic Preservation "Chart" or the full technical report have been completed either.

For example:

2. **Judge Mining & Smelting Office**:

> "Existing Conditions: All the building's walls plus at least one internal wall are constructed of poured concrete. The exterior walls are finished with stucco which shows no evidence of paint and retains its natural appearance. The stucco appears to be original and has the logo "J.M. & S. Co – 1920" incised into the front gable above the original entrance . . . ."
>
> "Work recommendation: The building site will be cleaned of debris in summer 2001. With the first phase of the Flagstaff development, the restoration of the building will be initiated. . . .After restoration, the building is anticipated to serve as an office and recreation uses for the Flagstaff development."

8 pages (pp. 85-93 in the full report) describe the stabilization/preservation work at the Judge office building in detail. The condition of the structure is described as "fair" and the work given "high" priority.

However, and again, **none of the recommended work was done by the Developer.**

IV. Specific Requirements in the Flagstaff Development Agreement for MINE HAZARD MITIGATION Have Not Been Met

The historic mine structures are also identified in the other technical reports attached to the Flagstaff approval. Here are two examples:

Technical report – Exhibit 1: PHYSICAL MINE HAZARDS MITIGATION PLAN references

> **#11 Daly West**
> "Recommended further action:
> Fencing, removal, stabilization or other security measures for dilapidated structures."

The 1970's non-historic hoisting works shed has been removed and a fence installed, but no stabilization of the Daly West headframe occurred. It has since toppled.

> **#21 Little Bell ore bin** is identified as a Potential Physical Hazard that includes a dilapidated wooden structure and recommends the action of **stabilizing the structure**.

V. Specific Requirements in the Flagstaff Development Agreement for OPEN SPACE MANAGEMENT Have Not Been Met

Technical Report – Exhibit 5: OPEN SPACE MANAGEMENT PLAN
recognizes the importance of the historic mine sites and designates them as PROTECTED

Section 4.2 Designated Protected Open Space (POS) :

> "Protected Open Space (POS) refers to portions of the Plan Area that will be preserved for their outstanding natural and/or cultural resource characteristics."
>
> "Another type of POS within the Plan Area is associated with specific cultural resource sites. **These include a number of mining sites considered sensitive due to their historic value**, vulnerability to vandalism, and/or the hazard they pose to an uninformed public (Figure 2). Brief descriptions of these sites and why they qualify for POS are provided in this plan. More detailed management considerations for these sites are provided in the Flagstaff Mountain Resort Historic Preservation Plan (Exhibit 6 to this LSMPD)."
>
> "The primary purpose of POS is to promote useable, public, non-improved, noncommercial, connected, and contiguous open space for community benefit; promote the preservation of undisturbed open lands; prohibit construction on ridge lines and steep slopes, or in wetlands, watersheds, and view sheds; **promote the preservation of historic sites**; and preserve the vegetation and habitat of natural areas. More detailed descriptions of the Recreational and Protected Open Space classes are provided below."

Further Technical report #5 goes on to say:

> "The management objective of cultural resource POS is to **preserve and maintain the cultural integrity** of a given site."

The Open Space Technical report #5 identifies the same historic sites as the Historic Preservation Technical report #6 and reinforces the expectation of saving and retaining them. Two samples from the report:

> **"4.2.3 Little Bell Mine Site**
> The Little Bell Mine Site contains an old ore bin with both historic and aesthetic importance. Consequently, this site is considered POS. For a detailed history of this site and a discussion of historic preservation concerns regarding the ore bin in particular, refer to the Flagstaff Mountain Resort HPP. Management of this site is expected to involve **stabilization of the ore bin** and installation of interpretive signage explaining the role of the ore bin in the mining process."
>
> **"4.2.6 Judge Mine Complex**
> As defined for the purposes of this Open Space Plan, the Judge Mine Complex consists of the Judge Drain Tunnel, the Judge Mining & Smelting Company office building, the Judge Mining & Smelting Company explosives bunker, a wooden house, the remains of the Daly-Judge Mill, and the Judge aerial tramway towers. **The historical and aesthetic**

> **importance of the office building, remaining rail tracks, and the explosives bunker and the huge industrial operation for which these and the other facilities are the only vestige warrant designation of this area as POS**. Detailed information on the historical context of this site may be found in the Flagstaff Mountain Resort HPP. **Detailed stabilization, restoration, and management actions** are also provided in the HPP. These facilities, particularly the office building and wooden house, have been severely - vandalized. Thus, **at a minimum**, management will include installation of interpretive and cautionary signage designed to educate the public on the historical importance of these facilities and foster a sense of stewardship in order to minimize future vandalism."

The Developer hasn't even achieved the "at a minimum" agreed-to requirements. Instead, this summer our Museum volunteers spent a day partnering with Mountain Trails Foundation to clean up the years of graffiti accumulation on this site.

VI. Conclusion

I'll stop here. Obviously I could keep quoting all the requirements from the Historic Preservation Plan, the Opens Space Management Plan and the Physical Mine Hazards Mitigation Plan – technical reports #1, #5 and #6 of the Flagstaff Development Agreement. The intent of this Agreement was to stabilize and preserve the historic mine sites and historic mine structures. I ask your help to finally make this happen. Development at Empire Pass continues with no discussion about the original commitment by the Developer to preserve our town's remarkable history. Instead these unique mine structures have fallen into such tremendous disrepair that we are in jeopardy losing them forever. The Daly West Headframe, now lying on the ground, amply demonstrates the peril.

The Park City Museum and our volunteer committee Friends of Ski Mountain Mining History cannot halt the demise alone. We need everyone's help – especially the Developer who through the Flagstaff Development Agreement has committed to their stabilization, preservation and maintenance for future generations.

No further development should be approved under the Flagstaff Development Agreement until the previously existing and agreed-to requirements for Historic Preservation, Open Space and Mine Mitigation plans have been met, or at the very least a plan put in place to actually meet those requirements.

Respectfully submitted,

Sandra Morrison

Sandra Morrison
Park City Historical Society & Museum
Friends of Ski Mountain Mining History

Kirsten Whetstone

From: Anya Grahn
Sent: Tuesday, November 13, 2018 7:52 AM
To: Bruce Erickson; Kirsten Whetstone
Subject: FW: Wednesday at 5:30 p.m. Council Chambers
Attachments: PCLegalNotice111418.pdf; Planning commission 11.18 copy.rtf

FYI

From: Sally Cousins Elliott [mailto:sallycousinselliott@gmail.com]
Sent: Monday, November 12, 2018 5:11 PM
To: Sally Elliott
Subject: Wednesday at 5:30 p.m. Council Chambers

Some of us have long believed that the agreement with Empire Pass to create development also included responsibility for historic preservation. Planning Commission will be hearing a development request from Empire. We need to show up to defend Sandra's letter. Donald is out of town, but I plan to attend. If you're available, please join us for the discussion. See attachments.

--
Sally Elliott
2690 Sidewinder Dr.
Park City, UT 84060
phone: 435-640-3759
sallycousinselliott@gmail.com

Agenda Item No:3.

Council Agenda Item Report

Meeting Date: February 28, 2019
Submitted by: Matt Dias
Submitting Department: Executive
Item Type: Staff Report
Agenda Section:

Subject:
Consideration to Approve the City Council Liaison Assignments for 2019
(A) Public Input (B) Action

Suggested Action:

Attachments:
2019 City Council Liaison List

ENTITY	**Type**	**Primary or Co-Primary Liaison**	**Alternate**	**Staff**
PCMC BOARD				
BOARD OF ADJUSTMENT (BOA)	Observing	"At will" attendance		Bruce Erickson
HISTORIC PRESERVATION BOARD	Observing	"At-will" attendance		Bruce Erickson
LIBRARY BOARD	Non-voting	Nann Worel	Lynn Ware Peek	Adriane Juarez
PUBLIC ART ADVISORY BOARD (attend qtrly)	Non-voting	Nann Worel	Andy Beerman	Jenny Diersen
PCMC COMMITTEE				
CITIZENS OPEN SPACE ADVISORY COMMITTEE (COSAC) (attend qtrly)	Non-voting	Andy Beerman		Heinrich Deters
FRIENDS OF THE FARM	Non-voting	Tim Henney	Lynn Ware Peek	Minda Stockdale
PLANNING COMMISSION	Observing	At will attendance		Bruce Erickson
SPECIAL SERVICES CONTRACT SUBCOMMITTEE	Voting	Andy Beerman/Tim Henney		Nate Rockwood; Heinrich Deters
RDA TAXING ENTITY COMMITTEE	Voting	Andy Beerman		Diane Foster
RECREATION ADVISORY BOARD (RAB)	Non-voting	Lynn Ware Peek	Becca Gerber	Ken Fisher
SPECIAL EVENTS ADVISORY COMMITTEE (SEAC)	Non-voting	Becca Gerber	Steve Joyce	Jenny Diersen
YOUTH CITY COUNCIL	Non-voting	Matt Dias		Matt Dias
JOINT PC/SUMMIT COUNTY ORGANIZATION				
JOINT CITY/COUNTY ECONOMIC TASK FORCE	Non-voting	Steve Joyce/Becca Gerber		Jonathan Weidenhamer
HOUSING (Mtn. Lands Housing, Habitat, Summit County Task Force)	Non-voting	Nann Worel/Tim Henney		Anne Laurent; Jason Glidden
JOINT TRANSPORTATION ADVISORY BOARD (JTAB)	N/A	Andy Beerman/Tim Henney		Diane; Alfred Knotts
SENIOR CENTER (attend qtrly)	Non-voting	Nann Worel	Lynn Ware Peek	Rhoda Stauffer
SUMMIT COUNTY ORGANIZATION				
BASIN OPEN SPACE ADVISORY COMMITTEE (BOSAC)	Non-voting	Steve Joyce		Heinrich Deters
COUNCIL OF GOVERNMENTS (COG)	Voting	Andy Beerman		Jed Briggs
PARK CITY FIRE SERVICE DISTRICT ADMINISTRATIVE CONTROL BOARD	Voting – 4 year term	Tim Henney	Andy Beerman	Kurt Simister
SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	Voting – 4 year term	Steve Joyce		Clint McAffee
SUMMIT COUNTY BOARD OF HEALTH	Non-voting	Nann Worel		Matt Dias
SUMMIT COUNTY SOLID WASTE PLANNING COMMITTEE	Non-voting	Tim Henney	Andy Beerman	Jim Blankenau
SUMMIT MOSQUITO ABATEMENT DISTRICT	Voting	staff	staff	
PARTNER AGENCY				
COLORADO ASSOCIATION OF SKI TOWNS (CAST)	Voting	Andy Beerman/Becca Gerber		Matt Dias
ENVIRONMENTAL PROTECTION AGENCY (EPA)	N/A	Andy Beerman/Steve Joyce		Jim Blankenau
FEDERAL DELEGATION	N/A	Andy Beerman	Rotates depending on issue	Matt Dias
CENTRAL WASATCH COMMISSION	Voting	Andy Beerman		Matt Dias
MOUNTAINLANDS ASSOCIATION OF GOVERNMENTS (MAG)	Voting	Andy Beerman		Jed Briggs
2030 OLYPMIC BID	N/A	Andy Beerman		Matt Dias
PARK CITY SCHOOL DISTRICT (PCSD)	Non-voting	Nann Worel/Andy Beerman	Lynn Ware Peek	Diane Foster; Jonathan
TRANSPORTATION TECHNICAL COMMITTEE	Non-voting	*Tim Henney*		*Alfred*
SIZE OF SCHOOL AND CLASS SIZE	Non-voting	*Lynn Ware Peek*		
SCHOOL LOCATIONS	Non-voting	*Becca Gerber*		*Deters*
TREASSURE MOUNTAIN FUTURE USE	Non-voting	*Nann Worel*		*Jonathan*
KEARNS CAMPUS SITE DEVELOPMENT	Non-voting	*Andy Beerman*		*Jonathan; Alfred*
GRADE ALIGNMENT	Non-voting	*Steve Joyce*		
ROCKY MOUNTAIN POWER	Non-voting	Andy Beerman		Luke Cartin
UTAH LEAGUE OF CITIES AND TOWNS (ULCT); LEGISLATIVE POLICY COMMITTEE	Voting	Andy Beerman		Matt Dias
WESTERN SUMMIT COUNTY WHOLESALE WATER IMPORTATION PROJECT (WSCWWIP)	Non-voting	Steve Joyce/Lynn Ware Peek		Clint McAffee; Tom Daley

ENTITY	Type	Primary or Co-Primary Liaison	Alternate	Staff
NON-PROFIT				
ARTS & CULTURE COMMITTEE	Non-voting	Nann Worel	Andy Beerman	Jenny Diersen
BRIGHT FUTURES	Non-voting	Becca Gerber	Lynn Ware Peek	Jonathan Weidenhamer
COMMUNITIES THAT CARE	Non-voting	Lynn Ware Peek	Nann Worel	?
HISTORIC PARK CITY Alliance (HPCA)	Non-voting	Lynn Ware Peek	Becca Gerber	Jonathan Weidenhamer
MENTAL WELLNESS ALLIANCE (Exec - NW; Steering - LWP)	Non-voting	Nann Worel	Lynn Ware Peek	Diane Foster
MOUNTAIN MEDIATION	Non-voting			Mark Harrington
NATIONAL ABILITY CENTER (NAC)	Non-voting	Nann Worel	Lynn Ware Peek	Bruce Erickson
PARK CITY AREA LODGING ASSOCIATION	Non-voting	Steve Joyce	Becca Gerber	Jonathan Weidenhamer
PARK CITY CHAMBER/BUREAU BOARD OF DIRECTORS	Non-voting	Steve Joyce		Matt Dias
PARK CITY HISTORICAL SOCIETY	Non-voting	Nann Worel		Anya Grahn
PARK SILLY SUNDAY MARKET	Non-voting	Lynn Ware Peek		Jason Glidden
PC TOTS	Non-voting	Nann Worel	Lynn Ware Peek	Lynn Ware Peek
PC UNIDOS	Non-voting	Lynn Ware Peek	Andy Beerman	?
PEACE HOUSE	Non-voting	Nann Worel		Rhoda Stauffer
PROSPECTOR SQUARE	Non-voting	Steve Joyce	Nann Worel	Matt Dias; Jonathan Weidenhamer
RECYCLE UTAH	Non-voting	Lynn Ware Peek	Tim Henney	Luke Cartin
REGIONAL TRAILS GROUP	Non-voting	Andy Beerman	Lynn Ware Peek	Heinrich Deters
ROCKY MOUNTAIN POWER	Non-voting	Andy Beerman		Luke Cartin
SKI UTAH	Voting	Steve Joyce	Becca Gerber	Matt Dias
SUMMIT LANDS CONSERVANCY	Non-voting	Tim Henney	Andy Beerman	Heinrich Deters

Agenda Item No:4.

Council Agenda Item Report

Meeting Date: February 28, 2019
Submitted by: Michelle Kellogg
Submitting Department: Executive
Item Type: Staff Report
Agenda Section:

Subject:
2019 Legislative Update

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

Attachments: