



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH,
February 13, 2014**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, February 13, 2014.

Closed Session

4:30pm Property, Personnel and Litigation

Work Session

4:40pm Council Questions and Comments and Manager's Report pg. 5
4:50pm Legislative Update
5:00pm Annual Open Meeting Training
5:20pm Library Discussion pg. 6-27
5:50pm Break

Regular Meeting

6:00 pm

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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

IV. APPOINTMENTS AND RESIGNATIONS

IV. NEW BUSINESS

1. Consideration of a Resolution proclaiming the week of February 24th through March 1st "Non-Traditional Student Awareness Week" pg.28-30
2. Consideration of Granting an Aesthetic and Recreational Easement to Summit Land Conservancy for City-Owned Risner Ridge Parcels pg. 31-67
3. Consideration of an Ordinance Amending 1314 & 1350 Empire Avenue- Plat Amendment-Combination of Lots 8-12, Lots 33-38 and the abandoned Norfolk Avenue ROW of Block 19 within the Snyder's Addition survey. pg. 68-86
(b) Action
4. General Plan Review pg. 87-95
(a) Public Input
(b) Motion to Continue Discussion to February 27th meeting

V. ADJOURNMENT

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

Posted: 02/10/2014

See: www.parkcity.org

PARK CITY COUNCIL MEETING SUMMIT COUNTY, UTAH FEBRUARY 20, 2014

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will not hold its regularly scheduled meeting on Thursday, February 20, 2014.

Posted: 02/10/14

See: www.parkcity.org

TENTATIVE MASTER CALENDAR

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

February

- 13 JOINT PC/CC GENERAL PLAN DISCUSSION 2 HR
General Plan Review & Public Input
Risner Ridge- Heinrich
Sharow Policy Discussion/Adoption
Council yearly training with Legal- (Mark/Polly)- 20
Resolution making the week of February 24th through March 1st "Non-Traditional Student Awareness Week."
Verbal Update on Leg- Matt D
Ordinance Amending 1314 & 1350 Empire Avenue – Plat Amendment -Combination of Lots 8-12, Lots 33-38 and the abandoned Norfolk Avenue ROW of Block 19 within the Snyder's Addition survey

20- No Meeting

- 27 PW Update- Study Session- Blake 30 min
Round Valley Annexation- Kirsten
Community Engagement Study Session
RAB Visioning update
General Plan Review and Public Input
Farm Animals – code amendments – Work – Deb
Verbal Update on Leg- Matt D
Blue Ribbon Commission Recommendations (WS 30 min)
Ice Arena flooring contract- Jon (consent)
Approval of a change in number of on-mountain affordable Housing units – Flagstaff
Housing Plan and Development Agreement- Consent
ADD-Housing Authority for Flagstaff housing plan
Website discussion-20min Scott/Shannon
City Council Retreat Notes Review

March

- 6 -General Plan Final Action
-Snyder's Addition to Park City Amended Lot 1, Block 15, located at 901 Norfolk Avenue
Plat Amendment PL-13-02180 - Public hearing action
The Fluter Subdivision, located at 225 Woodside Avenue – Plat Amendment PL-13-02183- Public hearing and action
-North Silver Lake Condominium Plat, located at 7101 Silver Lake Drive, Record of Survey PL-13-02225 -Public hearing and action
- The Retreat at the Park First Amended, located at 1450/1460 Park Avenue – Plat Amendment PL-13-01830-Public hearing and action
- Park City Heights Phase I – Subdivision-PL-13-02189 -Public hearing and action
-115 Sampson Avenue Subdivision – Plat Amendment -PL-13-02035--Public hearing and action

-1185 Empire Avenue Second – Plat Amendment -PL-13-02163--Public hearing and action

-Verbal Update on Leg- Matt D

13 **No Meeting- Last Day of Legislative Session**

20 Verbal Update on Leg- Matt D

27 UDOT Region II Director- Work Session on 2014 UDOT project (30 mins)

April

3

10 **No Meeting- ULCT Spring Conference**

17

24

Pending Items:

Latino Community outreach and engagement – study

Amendment to the housing resolution – for regular council – RS

Consideration of an Ordinance approving the McHenry Subdivision Replat Amendment located at 496 McHenry Avenue, Park City Survey, Park City, Utah

Ordinance 2519 Lucky John Drive – Plat Amendment PL-13-01980- KW

Gamble Oak Easements, new, Heinrich

Consideration of City Property Disposition Resolution-Heinrich

Ice Naming Rights



To: Honorable Mayor/Members of City Council

From: City Manager's Office

MANAGER'S REPORT FEBRUARY 13, 2014

Neighborhood Traffic Management Program (NTMP) Update – Shared Use Lanes Request Project Update – submitted by Heinrich Deters. The Neighborhood Traffic Management Program (NTMP) is an internal staff committee, comprised of several City departments, that addresses resident's requests related to traffic management concerns.

In November of 2013, City Council received public comment from a Basin resident, seeking information associated with the placement of shared lane markings or 'Sharrows' along a stretch of Park Avenue. Staff requested that the concern be addressed by the NTMP committee at their next schedule meeting. On December 10th, the NTMP committee invited the resident to present his concern and discuss next steps. The decision was made, to procure a study from a professional traffic engineering firm that would provide a holistic approach and a policy recommendation regarding direction on the implementation of 'sharrows'.

At the January 14th, NTMP meeting, staff and the consultant from InterPlan, a traffic engineering firm, presented the study to the committee and requesting resident. The study, which examined federal standards associated with the markings, as well as, peer city's existing policies on implementation, incorporated those findings into a recommended set of criteria, consisting of posted speed limit, road grade and average daily traffic counts (ADT). Next, the recommended criteria were overlaid on the City streets plan, creating an exhibit of what streets the 'sharrows' might be implemented within City limits. Per the criteria, the requested area on Park Avenue was not recommended for 'sharrows'. The study also recommended the City implement a pilot program and document findings associated. The committee was split on where to implement the proposed pilot program; however, the committee agreed that the next step would be to present the study at a public open house in the near future, in addition to, discussing the study with UDOT.



City Council Staff Report

Subject: Library and Carl Winters Building Renovation
Author: Jonathan Weidenhamer
Department: Sustainability
Date: February 13, 2014
Type of Item: Informational update and Administrative direction

Summary Recommendations:

Staff recommends that Council finalize the budget of \$6.82M for construction (\$9.32M total with soft costs) of the Library and Education Center and proceed with the project this spring.

There will be operational and maintenance cost increases associated with this budget increase that Council would have to evaluate as part of the FY 15 Budgeting for Outcomes and Capital Improvement Plan budget process.

Staff further recommends that Council direct staff to initiate a community engagement process to identify a redevelopment program for the balance of the Lower Park Avenue RDA.

Topic/Description:

Carl Winters Building and library renovation.

Submitted by Adriane Herrick Juarez:

A 21st Century Library is a flexible, dynamic space. Communities are re-defining libraries not only as repositories of information but centers for creation, interaction, exploration, gathering, community dialogue, and public learning. The world of books is not going away, but is now supplemented by spaces with dedicated interactive zones rich with technology, multi-generational development centers, business and innovation laboratories, technology-project hubs, and community collaboration areas. Information is not a one-way street. Library users want to be active creators of information. Where once libraries brought the world to our communities, they now bring our communities to the world. As warm and inviting spaces, libraries offer living room-like spaces with plush chairs and fireplaces with areas for food and beverages for long study sessions, or collaborative meetings with teams. They are rich with services that go beyond traditional fare to offer more active programming for patrons

This month's issue of Library Journal features the 2014 Best Small Library in America in Pine River, Colorado, a library complete with a living library outdoor space that includes local art made from recycled materials, jammin' juniors family spaces for babies and toddlers, a comfortable fireplace reading area, 'Deweyless' collections that allow people to explore materials without having to know the Dewey Decimal System, a multipurpose community room that focuses on activities for seniors, a technology 'petting zoo' where people can try a variety of electronic devices with the help of librarians, a teen tech

center, an outdoor activity center that has balance and movement elements, an outdoor movie wall, a community garden with a beehive web cam, and lots of space for reading and relaxing.

As community centers, libraries now create partnerships to provide services such as after school homework help, summertime youth learning and reading programs to help prevent 'summer slide', and support centers for MOOC's (massive open online courses). Entrepreneurs and business owners come to libraries for resources and programs on financial, marketing, and tech matters. Rooms in libraries are designed so that meetings can be held after hours. Tech classes are booming. Communities nationwide are adapting by redesigning libraries as engaged and flexible community centers. The role of librarians is being re-branded to reflect their expertise as content curators and trusted navigators in an ever-expanding ocean of information — in whatever format it may exist.

Background:

On March 28, 2013 the City Council agreed on a scope and budget for an expanded Carl Winters building. The approved budget was \$5,600,000, and included approximately \$4.6 M in hard (construction) costs and \$1M in soft (design, fixtures, furnishes, and equipment (FF&E), etc.) costs. The scope included:

- Interior renovation and expansion of the library into all of floors one and two;
- Interior renovation of the third floor for flexible community space and Park City Cooperative Preschool (PCCP) and Park City Film Series (PCFS). This community space is anticipated to be used in the short term to house senior center functions and support community activities during off hours, including pre and post function support to the Santy;
- An added, single-story entry sequence to the library at the north façade;
- A two - story addition at the northwest corner providing added function, flexibility and consolidation of services, and
- Modifications of the 1992 addition to expose the original historic structure on the south, west and north facades.

The budget identified only \$20,000 in soft costs for moving/temporary relocation during construction.

The March 28, 2013 Council staff report and meeting was the pivotal decision point for our current discussion. The report for that meeting included links to public process, past strategic planning and the balance of levers we weighed when coming to recommendation for the project and level of service we are pursuing today:

<http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=10914>.

The report also included a link to some of that important background information

<http://parkcitylibrary.org/renovation-expansion/>:

I. Citizen Satisfaction Survey (2008)

- II. Library Strategic/Work Plan 2012-2014
- III. Public input survey & dot polling results of current library project
- IV. Budget of 6 Options to be considered, including a new library
- V. Library Journal article on Moab Library available at:
<http://www.libraryjournal.com/article/CA6407751.html>

On December 19, 2013 the City Council asked staff to explore additional sites for a standalone, new library building. Council's understanding of the increased costs for new construction, including the new site development and parking costs (estimated at \$434/sf, for a 23,000 sf, LEED Platinum project was \$10M), led them to conclude a remodel of the existing building was preferred.

On January 9, 2014 City Council reviewed possible options and cost estimates to pursue Energy Star Certification. The total cost *estimate* for these items was \$2.3M, including design and certification costs. This raised the budget to an approximate estimate of \$8.05 M, however staff indicated that a more refined cost estimate could not be provided until staff was able to sit down with Okland construction to refine the estimate. The table below summarizes the budget portion of the January 9, 2014 staff report:

Where we've been		
	Approved budget	Budget + green
	council approval 3.13	council direction 1.14
cost of construction	\$4,600,000	\$4,600,000
green costs		\$2,300,000
soft costs	\$1,000,000	\$1,083,000
commissioning/cert.		\$60,000
total cost	\$5,600,000	\$8,043,000
cost / sf	\$139	\$200

Council expressed this cost estimate was near top of their threshold for green budget and continued to express a desire to align with green goals within a reasonable financial tolerance, and that meeting Energy Star or LEED certification was not necessarily a hard and fast requirement. What was most clear from the January 9, 2014 meeting was a Council consensus to:

- Commit to an adaptive reuse of the historic Carl Winters building to demonstrate our commitment to historic preservation;
- Highlight the library as the centerpiece of the LPA neighborhood redevelopment and anchor tenant in the building, and
- Prioritize retaining the historic fabric of the building before energy efficiency (barreled and coffered roof).

An overview of the two plus years of planning to date on this project is included as Exhibit B, which also has links to the staff reports and additional background information.

Analysis:

Okland Construction's initial cost of construction estimate of the 75% drawings was \$6.8M (not counting \$2.3M in green (\$9.1M total cost of construction). Through a solid value engineering process we've been able to reduce that estimate to \$6.65M, which includes the new green elements.

After looking at the value engineered project, staff was concerned that we'd cut too deep and would sacrifice the desired level of service. To that end we are recommending reintroducing funds into the project that focus on desired programmatic elements of a 21st century library and community center. Some of those items will come up in the ancillary soft costs portion of the total budget and be discussed later (temporary relocation). Staff recommends that some of costs be addressed as an increase in the \$6.65 M construction budget by \$170,000 to a total of \$6.82M. These areas are focused on making the community spaces more flexible and able to accommodate different users and their ability to "plug in and play".

Staff and Okland met with Charlie Wintzer and did a walk-through of the site to gain as much of an understanding of the prior 1992 addition as possible. Some of the things Charlie discussed with us included:

- How the building was saved and the political momentum needed to do so;
- He wrestled with many of the same construction issues we are trying to tackle now (envelope, structural, auditorium);
- The balance of trying to make a historic masonry building more energy efficient, and
- Verifying the construction approaches we've pursued are the right ones.

The time spent with Charlie was valuable and he concurred with our proposed construction scope and approach.

Green Building Elements

Due to the importance of the insulated building envelope in meeting the Energy Star efficiency criteria, pursuit of Energy Star isn't possible without replacement of the roof. Instead we've developed an approach that remains consistent with Council's policy to pursue LEED certification. We are finalizing an energy analysis which is measuring the increased efficiencies of the options identified below.

The current green alternatives include new interior walls, roof insulation and bracing, an upgraded mechanical system, along with upgraded LED lighting and lighting controls systems. The architect and mechanical engineer have agreed to provide an energy impact analysis, which will identify the energy improvement of the various options compared to the existing building. The study should be completed just after this packet is published and will be sent to City Council as soon as it is complete. The wall and roof systems described herein are as energy efficient as are available to the masonry building without spending substantially more dollars with little incremental return.

Walls – Staff considered 4 options. Each had a slightly different cost, approach and “R-value” or insulation value, ranging from \$182-\$220k, and R15-R20.8. ***The recommended proposal introduces metal framing, new drywall, blown-in insulation, window sills and retains the existing baseboard heaters. The insulation or “R-value” would increase from about R1 to R20. The cost is \$175k.*** The impact on the energy efficiency will be addressed in the separate energy report.

Roof – The team pursued multiple options to redo the roof. The first concept was a completely new roof at the Santy. The removal of the historic barrel roof and the coffered ceiling may jeopardize the ability to nationally register the Utah Landmark building, and it is unclear if it could be approved through Park City’s Historic District Design Review requirements. Additionally, it became quickly apparent the costs and expanded construction and timing impacts would be prohibitive. It was not prudent to pursue this option any further.

Next the team looked at an option to strip the membrane and 4” concrete layer over the roof joists, insulate and install a new membrane. This would require significant structural upgrades to the joists or heat melt to reduce the snow load. The exposure of the auditorium to the elements and protection of the floors below, while the old roof was peeled back would be a significant cost. The cost and use of heat melt is contrary to the Council’s green goals and stopped the team from further consideration of this option. We did discuss with Charlie Wintzer the idea of forced air or other heating system above the coffered roof and below the concrete barrel, but that type of radiant heat would be slow to be efficient through the 4” concrete barrel.

The approach the team is recommending is insulating the Santy ceiling from the inside and enhancing the existing building framing to handle in order to support the snow load. This surgical approach is by far the most cost effective of the three and should have no impact on the historic fabric both interior and exterior. ***Roughly the plan would be to demo small spaces between the coffers on the interior, insert additional steel supports to the framing, insulate and patch. This would also be coordinated with the installation of the mechanical equipment in the ceiling where cutting and patching is required. The cost for the proposed system is \$440,000.*** Its impact on energy will be identified by the energy report.

Premium Energy Options

Additional options to further enhance energy efficiency do exist, but staff believes they are not cost efficient. One example is the upgrading the mechanical system from a 90 percent to a 95 percent efficiency. The current mechanical system is estimated at 90% efficient. The cost estimated to get a 95% efficient system is an additional \$650k. Another item we considered, but will likely not pursue is an enhanced automated lighting control system (shades, daylight, light levels). We are pricing the control systems now and will balance with energy points, but believe the cost to outweigh the benefit.

LEED Option

The architect is confident the current project meets basic LEED standards and will be very close to the Silver Level Certification. Staff recommends we spend the estimated \$110k to do the formal design, modeling and commissioning work required to achieve a Basic LEED Certification with a target of a Silver Certification. Achieving Silver however will be difficult without compromising structure and historic fabric. Either level will require adding \$40,000 of better insulation to the addition, which staff has reintroduced into the new budget. The impacts on the actual construction will be limited due to the architect's original design approach, which identify \$1.2 M of the budget approach towards sustainable design solutions, in addition to the following incremental green budget costs.

Green Budget Costs

Per Council direction on January 9, 2014, the following is being recommended to add to the project budget:

Staff Recommendation (LEED Certification)	
Hard Costs	
Mechanical	\$310,000
LED Lighting	\$30,000
Envelope Items	
walls	\$175,000
roof	\$444,400
insulation	\$40,000
Controls (lighting)	\$30,000
Soft Costs	
commission/ cert	\$48,000
design	\$61,000
total	\$1,138,400

Council should verify their support of spending only \$1.14 M on green items recognizing that the adaptive reuse is not designed to meet Energy Star (focuses solely on energy efficiency), and also acknowledge that LEED design principles tie the architecture to sustainable design in that it requires other green components not focused simply on energy.

Budget Options

The detailed budget from the architect is included as Exhibit A. The following areas impact the final budget significantly.

Air conditioning

We can remove an additional \$950,000 from the budget by removing the air conditioning, but staff does not recommend this approach. To introduce it later, the retrofit is estimated at \$2M and would come with severe interior impacts. Not including that the lack of air conditioning would have noticeable impacts on the comfort of the users including at risk populations, such as small children and seniors who are sensitive to the heat. This past summer when it reached 96 degrees in Park City, we received

several heat complaints from patrons, especially, those trying to utilize our study rooms on the 2nd floor.

When the City held the Council meetings in Room 205 during the Marsac renovation, the summer meetings were unbearably hot, loud and dusty. The theater is freezing cold in between movies due to the direct induction of cold air and then uncomfortably hot during the screenings as the fan is too loud to run during film screenings. Tenants in the past on the third floor have asked for reductions in rent due to not being able to use the building because of extreme heat in the summer (upwards of 90+ degrees). The Film Series Director was forced to work from home because the office was unusable many weeks in the summer. Staff believes that not having air conditioning also will hurt our ability to create revenue through renting these spaces.

Over the past few decades, weather patterns nationwide have varied towards more extreme events (e.g. drought, precipitation, heat, and cold) as well as increased average temperatures. Staff agrees with Nobel laureates and the overwhelming majority of climate scientists that these trends are a result of global climate change. Regional projections predict a warmer Park City in the years to come.

National library trends note that people use libraries for multiple hours. As our library continues to evolve into a multi-use community center the average length of stay will also increase. Staff does not believe that we should compromise safety and comfort in a public building that attracts locals and visitors from around the world.

Other Outstanding Items

- Temporary Relocation/Move – The current estimate for the move is \$400,000 for to a privately-owned location. This includes \$200k rent and \$200k for move management (move & storage), based on a quote from a moving company. The current estimate for a temporary move to Miners Hospital is \$300k, and includes \$30k to relocate Sundance to office space, and \$270k for move management, tenant improvements, and storage. Staff will return with a recommendation on this item following Council direction on the renovation.
- Santy Upgrades – Staff has identified costs for needed upgrades to technical equipment in the Santy. The preliminary estimates are approximately \$330k. Council should anticipate roughly a 3-way split of those costs, depending on the outcome of pending negotiations with Sundance and the Film Series. The budget holds \$130k for our portion. Our portion includes basic “house” infrastructure like a public address system, DVD player, and ADA requirements for hearing impaired patrons.
- Library Technology - \$300k – The library is making a request for additional technology funds in order to provide equal and equitable access to software and equipment to our diverse community of all economic backgrounds. In the initial project budget, the technology needs were not adequately addressed. Upon

detailed review of 21st Century library functions, staff identified several gaps within our ability to meet our community's growing needs. Examples of needs that will be met with our technology requests include the ability to offer computer classes that help build workforce literacy skills, year round access to computers and Internet for all ages, an expanded digital media lab that fosters content creation and collaboration, tablets for checkout to provide 24-hour access to electronic materials, and software training necessary for today's workforce. The technology request will help us to meet the expectations of an increasingly globally connected society, keeping us competitive as a world class destination.

- Experience allowance - \$125k – This is to ensure we have the ability to create the “wow” factor that one would expect in a world-class destination resort. We’ve been in an extreme value engineering mode. We’ve removed over \$850k out of the project budget to offset increased costs in other areas. This line item recognizes putting some flexibility back in to the project FF&E for the “nice to haves”.

Additional soft costs	
move	\$400,000
santy upgrades*	\$130,000
Technology	\$300,000
Experience allowance	\$125,000
contingency	\$12,450
total	\$967,450

Total Project Cost Estimate

It is important to note that the final project cost will not be known until the project is sent out to bid and a contract is signed. Staff worked with the architect, Okland Construction and our experienced Project Manager, Steve Brown, to develop this cost estimate. However, while staff expects to bid the project this spring, there still could be fluctuations in the commodities market as well as changes to the local labor market due to increased construction activity.

The architect's final budget is presented as following:

ITEM	COST ESTIMATE
Estimated Construction Costs	\$ 6,820,174.00
Soft Costs - Fees for Construction	\$ 715,617.23
Soft Costs - FF&E Items	\$ 1,301,028.75
Soft Costs - A/E Fees	\$ 485,500.00
TOTAL ESTIMATED PROJECT COSTS: CURRENT PROJECT APPROACH	\$ 9,322,319.98
cost/sf	\$ 232

No Air Conditioning Option	
ITEM	COST ESTIMATE
Estimated Construction Costs	\$ 5,870,174.00
Soft Costs - Fees for Construction	\$ 715,617.23
Soft Costs - FF&E Items	\$ 1,301,028.75
Soft Costs - A/E Fees	\$ 457,500.00
TOTAL ESTIMATED PROJECT COSTS: CURRENT PROJECT APPROACH	\$ 8,344,319.98
cost/sf	\$ 208

While the scope and ultimately budget has grown significantly from where we started, at \$232 per square foot we are still in line or better than new library projects our peers have built recently from a cost standpoint:

Town	Size	Cost	Cost/sf
Steamboat	35,000 sf	\$13M	\$448 per sf;
Jackson	35,000 sf	\$10M	\$286 per sf;
Aspen	39,000 sf	\$10M	\$257 per sf.

Furthermore, the adaptive reuse of Carl Winters highlights:

- Our commitment to historic preservation;
- Focuses on the library as a centerpiece to a community center at the cross roads of old town and the Park City Mountain resort base;
- Affirms our commitment to sustainable building principles in both:
 - o Expanding budget to find increased energy efficiency;
 - o Not increasing carbon footprint for a new building, and
- The cost savings we can find by not building a new building (site, parking).

Issues for Discussion

1. Is Council supportive of spending an estimated \$1.14 on green building components, and pursuit of LEED certification, as opposed to Energy Star (which would significantly increase that cost estimate and possibly affect the historical fabric)? **Staff recommends this approach.**
2. Does Council want to keep the air conditioning in the budget? Staff recommends keeping air conditioning in the budget as discussed above.
3. Is Council supportive of the staff recommended budget (\$9.32M total)? If not, staff seeks specific direction on:
 - a. What is Council's targeted budget, and/or:
 - b. In which areas would they like to see specific reductions: Library programs, community space program and flexibility, Safety enhancements and/or new technologies?

Timeline & Schedule

The original project timeline was estimated to start April 1, 2014 and be substantially complete by Sundance 2015, with punch list items going into February. By not authorizing moving into final construction documents on December 19, 2014 the schedule start has been delayed about 10 weeks. The expanded scope to renovate the roof adds another approximately nine weeks to the schedule. Therefore the project start date has been delayed from to June 9, 2014 and should be completed by June 2015:

What	When
Complete Const. Docs	15-Apr-14
Begin 3rd Floor	9-Jun-14
Complete 3rd Floor	1-Jan-15
Complete project	1-Jun-15

The Film Series is typically dark from June – Labor Day. This will keep them dark up to an additional four months to ensure completion of the 3rd floor in time for Sundance. Should Council support moving forward, staff will explore alternative options to keep them screening films during that dark time. While we could pursue with Oakland an option to shorten the impact, there would certainly be increased costs to do so. We would be unable to forecast this until the construction documents are completed and the project is bid.

The Park City Cooperative Preschool would also be displaced. We will continue discussions on temporary relocation with them.

Current LPA RDA Master Plan & Budget (Exhibit D)

A conceptual master plan was accepted by Council on January 27, 2011 (Exhibit D). Over the past 15 months staff has been focused on the Library and land assemblage. The master plan was not inclusive of the recreation building or Miners Hospital at City Park. Early on in the library renovation scoping process, we asked CRSA to do some cursory concepts on how to maximize the use of those existing facilities prior to pursuit of a brand new library facility in the context of the possible expansion of community space use on the Carl Winters 3rd Floor. This discussion was presented to City Council on November 8, 2012, when Council directed staff to continue to move forward in the current direction.

We anticipate this spring/summer beginning the public engagement process to see what facilities and amenities we want to move forward with beyond the scope of the library renovation. That process will begin with an assessment of the existing city-owned buildings in the RDA (Miners, Rec. Bldg., Fire Station, and Senior Center).

The current LPA budget includes \$5M to build a new building to house and provide parking for a completely new senior and community center (\$2 million for the facility and \$3M for a parking garage for that facility). Staff is convinced that we can renovate and

utilize existing facilities to meet that need – and that utilizing existing facilities will better meet Council's historic preservation goals of adaptive reuse of historic buildings. To that end we've removed that project from the current budget and kept a \$1M placeholder for renovation to the recreation and/or Miner's Hospital buildings (Exhibit D).

Throughout this two- year process, Council has continued to be comfortable with not knowing exactly what specific uses or programming will occur in the approximately 4,300 sf of "community" spaces in the new Carl Winters Building. The comfort level with some uncertainty was reaffirmed in spring of 2013 when Council prioritized the completion of the General Plan ahead of completing a specific neighborhood plan for the LPA RDA. The current library budget includes \$150k for fixtures, furnishes and equipment (FF&E) for those spaces, \$65,000 for the commercial kitchen and an additional \$80,000 in soft cost contingencies to help us meet unanticipated needs.

The public engagement process to date has focused exclusively on the specific library expansion, conducting two two specific library user/ neighbor open houses, an on-line process as well as multiple public hearings on the master planning process (Exhibit E). Additionally, Exhibit B identifies the multi-year process of engagement that has been completed to get us to this point. This exhibit has a series of links to the past staff reports and relevant surveys and strategic plans created by the community, including the March 28, 2013 Council meeting, staff report and exhibits.

Proposed Community Engagement Process

The current project reflects previously confirmed priorities as stated above. What we do not know at this time is if the Council's and Community's priorities change (increased emphasis on a broader community facility instead of incorporating increased community space into the Library), then do we really need to build another facility down the road? Asked differently, in the long term, are we convinced we can save \$5M by not building the project on the land where the fire station now sits? Could we accommodate those community needs at the Miners Hospital with a small renovation?

If we are going to move forward with this project right now, we are going to have to be comfortable not knowing the answers to these questions. Since the current library, while underperforming, is functional and can hold up another year, a delay is possible without an immediate reduction in service levels. Additionally we could get an earlier start in spring of 2015 and minimize the impacts on the tenants. . Regardless of the timing, staff recommends that we begin a community engagement process in Spring/Summer 2014 to develop alternative redevelopment scenarios for the balance of the Lower Park Avenue.

Potential risks of delay include:

- Costs may increase if the economy improves; and
- Significant impact on Library staff, tenants and users should be expected as a result of the additional uncertainty certain to accompany another project delay.

Significant Impacts

Construction & Other Soft Costs

As a reminder Okland's estimates are on 75% drawings. The bidding market is always volatile. Until the project is bid and we have a Guaranteed Maximum Price, these should be considered estimates. Same goes for the soft costs. We have estimates for the move and for rents. Only when contracts are signed will we have final costs.

Operations, Maintenance, and Capital Replacement Costs (\$269,000 estimated annually)

In order to staff and operate a new Community Center, staff is requesting a total operating increase of \$186k that will add to the General Fund on an ongoing basis. The personnel increase is for an additional full-time Senior Librarian as well as an increase of \$9k for part-time Library Assistant budget. There's also a \$104k increase for ongoing materials, supplies, and services that includes books, software, and computer equipment. It

With the addition of technology enhancements, an ongoing contribution of \$79,000 per year is requested for the capital replacement fund. These collected funds will sustain the future replacement of aging equipment; including computers, displays, printers, library automation tools, and technology lab components (e.g., 3D printers, sound lab).

It must be noted, that any potential budget increase to the operating budget will go through the Budgeting For Outcomes process, which includes a recommendation on the level of funding from the Results Team and City Manager. While it's unclear what the level of funding will be recommended for the operating budget, it stands to reason that there will be a sizable operating budget increase.

This increase has not been vetted through the budget process. Should Council direct staff to move forward with this project they ultimately will decide through the budget process what operating level of service they want to provide. Any increase to the library operating budget will affect Council's flexibility in funding other operating priorities.

Utilities

Preliminary estimates, prior to the completion of the mechanical sub contractor's energy report have led staff to request a \$5,000 increase to the operations budget. This balances the increased square footage with a more efficient mechanical system, including air conditioning.

Issues for discussion:

1. Does Council support moving forward at this time, or would they prefer to delay to allow for additional community engagement to either re-confirm or modify the Lower Park Ave Concept Plan?

2. Is Council supportive of the staff recommended budget (\$8.05 construction and \$9.32M total)? If they are not, staff seeks specific direction on:
 - a. What is the budget target: and/or:
 - b. What areas would they like to see specific reductions? Library program? Community space program and flexibility? Santy?
3. Is Council clear that agreeing to the scope they will need to increase the operating budget significantly, which will limit other choices?

Department Review:

Budget, Sustainability, Library, Legal, City Manager.

Alternatives:

A. Approve:

Move forward with the project and budget as described;

B. Deny:

Direct staff to pursue a more comprehensive community engagement exercise to identify community needs and priorities within the Lower Park Avenue Neighborhood. Delay the project until the implementation plan becomes more detailed; or

Direct staff to return to Council at a later date with a lower budget figure for a scaled-back renovation.

C. Modify:

Council could reduce budget in one or multiple areas;

D. Continue the Item:

This would effectively push the project at least one year until spring 2015;

E. Do Nothing:

Significant Impacts:

Should Council direct staff to move forward with this project and level of service these increases will significantly affect their flexibility in funding other operating priorities.

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Accessible and world-class recreational facilities, parks and programs + Balance between tourism and local quality of life + Safe community that is walkable and bike-able + Internationally recognized & respected brand	- Reduced municipal, business and community carbon footprints	+ Preserved and celebrated history; protected National Historic District + Cluster development while preserving open space	~ Fiscally and legally sound - Streamlined and flexible operating processes + Well-maintained assets and infrastructure
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Very Positive 	Negative 	Very Positive 	Neutral 
Comments:				

Funding Source:

Lower Park Avenue RDA

Recommendation:

Staff recommends that Council finalize the budget of \$6.82M for construction (\$9.32M total with soft costs) of the Library and Education Center and proceed with the project this spring.

There will be operational and maintenance cost increases associated with this budget increase that Council would have to evaluate as part of the FY 15 Budgeting for Outcomes and Capital Improvement Plan budget process.

Staff further recommends that Council direct staff to initiate a community engagement process to identify a redevelopment program for the balance of the Lower Park Avenue RDA.

Exhibits

- A Architect's Budget
- B Relevant Background, Timeline of Public Engagement & Decisions
- C Construction Comps
- D Lower Park Avenue Master Plan & Budget
- E Library specific Engagement - Public Workshop Summary Report:
<http://parkcitylibrary.org/renovation-expansion/>

Exhibit A – Architect’s Budget

Park City Library Renovation / Expansion: Cost Study		
CURRENT PROJECT APPROACH		
ITEM	COST ESTIMATE	
Construction Costs: Library + Community Spaces	\$	3,475,612.00
RENOVATION & SMALL EXPANSION: [new entry sequence / lobby; recapture existing space / open floor areas; reveal historic structure; site improvements; new interior finishes; boiler replacement; new power / data; new bathrooms; new elevator; etc.]		
Add Air Conditioning [VRF System]	\$	950,000.00
Seismic Upgrades - Roof / Floor Diaphragm	\$	191,700.00
SUBTOTAL CONSTRUCTION COSTS:	\$	4,617,312.00
Construction Costs: Exterior Envelope Upgrades	\$	174,092.00
ADD: 6" metal stud furring at exterior walls; 6.5" blown-in insulation [R-22 assembly]; painted gyp.bd; solid wood sills		
Construction Costs: Santy Roof Improvements	\$	444,400.00
ADD: structural bracing to existing trusses; 12" batt insulation [R-38 assembly]; replace / repair ceilings; replace carpeting; protect existing interior		
Construction Costs: Additional Contingency	\$	200,000.00
ADD: recommended additional contingency dollars for unknown conditions, incomplete design, historic repairs, structural remediation		
Construction Costs: Sustainable Design Solutions	\$	1,196,465.00
SITE DEVELOPMENT: increased bike capacity; staff shower / changing room; reduced asphalt (concrete, more planting)		
WATER EFFICIENCY: native / adaptive plants (low-water use); low-flow / dual-flush / auto-control plumbing fixtures		
ENERGY PERFORMANCE:		
MECHANICAL: High-Efficiency Boiler; HVAC control system;		

ELECTRICAL: LED Fixtures; Lighting Control System - dimmable fixtures, daylight harvesting

BUILDING ENVELOPE - EXISTING BUILDING: Insulate exterior walls & roof

BUILDING ENVELOPE - NEW CONSTRUCTION: Rainscreen wall assembly; high-performance glazing; exterior insulation

MATERIAL USE: Building re-use; high recycled- / recyclable-content; certified wood

INDOOR ENVIRONMENTAL QUALITY: Increased ventilation / air exchange; low VOC content; occupant-controlled systems

Construction Costs: Upgrades / Adds from 02/04 Meeting	\$ 187,905.00
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STUDY ROOMS: maintain (9) rooms per original design; evaluate structural steel options

MEDIA CENTER: leave all-glass mallfront system in lieu of proposed screen wall

Finish Upgrades; Sound Room; Exterior Insul. At Addition

TOTAL CONSTRUCTION COSTS:	\$ 6,820,174.00
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Soft Costs		
	ITEM	COST ESTIMATE
	Geotech Report	\$ 6,000.00
	Property / ALTA Survey	\$ 10,000.00
	Water Meter	\$ -
	Landscape / Irrigation Fee	\$ 5,762.00
	Public Safety Impact Fee	\$ -
	Parks, Trails & Open Space	\$ -
	Utility Connection Fees (RMP)	\$ 30,000.00
	Testing & Special Inspections	\$ 15,000.00
	Move Management	\$ 400,000.00
	Data / Security	\$ 40,000.00
	Historic / HDDR	\$ 3,000.00
	Reimbursables	\$ 5,000.00
	Environmental	\$ 5,000.00
	LEED Enhanced Commissioning	\$ 45,000.00
	LEED Certification Registration / Processing	\$ 3,000.00
	Public Art - 1%	\$ 68,201.74
	owner soft cost contingency	\$16,057.12
	10% Soft Costs Contingency:	\$ 63,596.37
	Soft Costs - Construction Fees Subtotal:	\$ 715,617.23

	ITEM	COST ESTIMATE
	FF&E - LIBRARY: 1st & 2nd Floors; staff / support areas; storage [\$25 / sq.ft.]	\$ 629,075.00

FF&E - COMMUNITY / MEETING: Lobby, Meeting Rooms; Multi-Purpose Room [6,000 NSF @ \$25 / sq.ft.]		
	\$	150,000.00
Santy Upgrades	\$	130,000.00
ADDED TECHNOLOGY BUDGET:	\$	330,000.00
5% Soft Costs Contingency:	\$	61,953.75
Soft Costs - FF&E Subtotal:	\$	1,301,028.75

	ITEM	COST ESTIMATE
	Architecture & Engineering Fees	\$ 364,025.00
	Add Service 01 - Planning / MPD Efforts	\$ 19,730.00
	Add Service 01 - Sustainable Design Analysis	\$ 4,445.00
	Add Service 02 - Increased Scope [\$400K x 7%]	\$ 28,000.00
	Add Service 02 - LEED Energy Model	\$ 18,000.00
	Add Service 02 - LEED Baseline / Silver - A/E Fees	\$ 43,500.00
	PROPOSED: Donor Recognition; Logo / Re-branding	\$ 7,800.00

Soft Costs - A/E Fees Subtotal:	\$	485,500.00
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TOTAL ESTIMATED SOFT COSTS:	\$	2,502,145.98
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	ITEM	COST ESTIMATE
	Estimated Construction Costs	\$ 6,820,174.00
	Soft Costs - Fees for Construction	\$ 715,617.23
	Soft Costs - FF&E Items	\$ 1,301,028.75
	Soft Costs - A/E Fees	\$ 485,500.00

TOTAL ESTIMATED PROJECT COSTS:		
CURRENT PROJECT APPROACH	\$	9,322,319.98

Exhibit B – Relevant Background

The library is the highest rated community service provided by the City and is an essential element to Park City's small town character and sense of community. In order to preserve Park City's long tradition of offering top notch library service the facility and services must keep up with current trends and the changing needs of the community by

The Park City Library conducted a statistically relevant Community Attitude and Interest Survey during the spring of 2008 to establish priorities for the future improvement of library facilities, programs and services. The major findings are summarized in Exhibit HI. Questions addressed included: user satisfaction; use and frequency stats; most important services; what services and roles users would want with an expansion.

On January 12, 2012 Library staff presented an overview of the 2004 renovation and expected life span, the 2008 citizen satisfaction survey and facility expansion plan, and a recommendation to begin the expansion process. Council asked for more information prior to making any decisions in the context of the entire RDA and other adjacent City-owned facilities.

During the April 19, 2012 work session, City Council held a comprehensive policy discussion on the future direction of the library, including a discussion on Council's preference for future level of service. Based upon the April 19th meeting, the majority of Council was supportive of reinvesting to keep the highest level of service, but was concerned about efficiency and not duplicating services or building or expanding new buildings until existing facilities are being programmed and used to their capacity.

<http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=9204>

On July 26, 2012, Council considered the broader concept LPA RDA Master plan and reviewed conceptual programming and floor plans for both the library and other City facilities in LPA RDA including cost estimates. This work was conducted by CRSA and Wally Cooper.

<http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=9660>

The 2012-2014 Library Strategic Plan was included in the Library's annual business plan as part of the BFO process for the FY 2013 Budget. As part of the Library Annual Report provided to City Council on November 1, 2012, Council reviewed and discussed trends and use statistics of comparable peer resort community libraries. Furthermore, research has identified that many of our peers have made significant investments in combinations of additions, renovation, and/or new construction, including:

Town	Size	Cost	Cost/sf
Steamboat	35,000 sf	\$13M	\$448 per sf;
Jackson	35,000 sf	\$10M	\$286 per sf;
Aspen	39,000 sf	\$10M	\$257 per sf; and

On November 8, 2012, Council reviewed:

- Library Level Of Service Matrix Options (high level estimated cost and scope) Timing & Phasing Plan;
- Library Floor plans and space utilization master plan;
- Library Peer Comparisons (use stats) (Exhibit A); and

- Library Peer Competition (construction comps) (Exhibit B).

Based on conceptual floor plans and preliminary cost estimates presented, Council directed staff to pursue a renovation of the entire library to meet the highest functional and service level goals for a “21st Century Library”.

<http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=10171>

On February 7, 2013, Council approved a contract with Blalock and Partners for a fixed fee of \$214,200, which is approximately 7% of the estimated \$2.9M construction + FF&E costs, plus minor reimbursable expenses.

On March 28, 2013 the City Council directed staff to pursue an expanded project scope that included a “historic reveal”, which allowed for demolition of a portion of the 1992 addition and revealed the Landmark Historic structure, and expanded the library into the entire first and second floors, and called for renovation of the 3rd floor for flexible community space including a temporary senior center and permanent relocation of the Park City Cooperative Preschool. This was the seminal moment of how we got here. The report includes links to public process, past strategic planning and the balance of levers we weighed when coming to recommending the project we are pursuing today:

<http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=10914>. The report included a link <http://parkcitylibrary.org/renovation-expansion/> to the following information:

- VI. Citizen Satisfaction Survey (2008)
- VII. Library Strategic/Work Plan 2012-2014
- VIII. Public input survey & dot polling results
- IX. Budget Detail
- X. Library Journal article on Moab Library available at:
<http://www.libraryjournal.com/article/CA6407751.html>

On September 9, 2013, at the end of Schematic Design, staff updated Council on the architect’s approach to design and sustainable/green elements per Resolution 12-07(

<http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=11755>). Council had a preliminary discussion with the design team on all the green elements that had been considered. Council was generally split on issues such air conditioning, but ultimately directed staff to continue to explore sustainable options, including specifically costs for LEED Certification. A majority of Council did not support adding large incremental budget amounts for additional green measures, based on an understanding that the project would meet our administrative green building policy – meeting minutes
(<http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=11841>).

On December 19, 2013, the City Council requested feasibility and cost assessment of a stand-alone library at alternative sites in the Lower Park Avenue redevelopment area.

Exhibit C - Construction Comps

Town	Size	Cost	Cost/sf
Steamboat	35,000 sf	\$13M	\$448 per sf;
Jackson	35,000 sf	\$10M	\$286 per sf;
Aspen	39,000 sf	\$10M	\$257 per sf; and

Rangeview Library System HQ, Anythink Wright Farms, Thornton, CO Completed in July 2010; LEED Gold certification; hoping to be "carbon neutral"; includes 1 acre "park"; geothermal & PV systems.	45,000	\$15,250,000	\$338.89
East Millcreek Library / Comm. Center, Salt Lake County, Holladay, UT Completed in May 2012; combines library (20,000 SF branch) with community center component; LEED Gold (pending); voter approved bond	46,000	\$18,230,000	\$396.30
Rangeview Library System Anythink Brighton, CO Completed in September 2009; LEED Gold certification; Carbon Neutral / Positive facility; geothermal system; large PV array	20,000	\$6,500,000	\$325.00
Marmalade Branch Library [in planning], Salt Lake City Library System In planning currently; cost does not include land costs or improvements (parking, landscape, utilities, etc.); LEED Silver required	18,500	\$4,650,000	\$251.35
Glendale Branch Library [in design], Salt Lake City Library System In Design Development currently; cost does not include land costs or improvements (parking, landscape, utilities, etc.); LEED Silver required	18,500	\$4,500,000	\$243.24

Exhibit D – LPA Master Plan & Budget

LPA RDA Master Planning & background (available at: <http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=9653>;) This includes the broader master plan that the TEC approved to extend the RDA and the more specific neighborhood redevelopment plan.

Budget:

Lower Park RDA Budget (FY 2014 - FY 2031)										
	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2031
Revenue										
Estimated Annual Revenue	1,250,000	1,250,000	1,250,000	1,769,268	1,789,344	1,809,419	1,819,419	1,829,419	1,839,419	0
RDA Revenue Bond (bonding schedule based on current budget)		9,000,000	9,000,000							
Sale of Assets (Multi-Gen. Housing)				2,750,000	2,500,000					
Available Beginning Balance	11,171,421	11,364,218	13,049,218	4,629,587	7,226,133	7,342,754	7,469,375	7,605,995	7,752,616	7,974,286
Potential Projects Estimate (as presented to TEC)										
Land Acquisitions										
Renewable Energy Projects										
PCMR Intersection Improvements (\$1 M.)										
Major Street Intersection Improvements (\$2 M.)			1,000,000		1,000,000					
Signal Improvements @ Deer Valley Drive (\$50K)	50,000									
Variable Message Board System Parking (\$500K)	250,000	250,000								
Parking Garage at SR. Center (\$3M.)										
Historic home behind greenhouse		200,000								
Connection from PCMR to Main Street (Gondola/People Mover)						2,000,000				
Improvements in Bonanza Park (Streets & Utilities \$3 - 4 M.)				\$ 1,000,000	1,000,000				1,000,000	
Streetscape Improvements Park Ave. (\$3 M.)					3,000,000					
Public Art (\$250K)		50,000	50,000	50,000	50,000	50,000				
Potential Projects Sub Total	300,000	500,000	1,050,000	1,050,000	5,050,000	2,050,000	-	-	1,000,000	
Currently Budgeted										
City Park Improvements	158,875	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	
Land Acquisitions (Knudson)	2,250,000									
Historical Incentive Grants		60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	
Planning Contract	130,000	130,000								
City-Wide Signs	17,156									
Lower Park RDA General Budget	23,710									
Safety Improvements	130,000									
Affordable Housing Program	1,436,027									
Traffic Calming	39,845									
Crescent Tramway Trail	150,000									
Security Projects	11,590									
Historic Structure Abatement Fund	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	
Facility Improvements - Miner's Hospital & Rec. (SR. Center)		1,000,000								
Multi-Generational Housing	90,000	6,000,000	2,000,000							
Library Renovation	5,600,000	4,000,000								
PCMR Transit Center/Parking (non-binding LOI)			10,000,000							
Budgeted Projects Sub Total	10,057,203	11,315,000	12,185,000	185,000	185,000	185,000	185,000	185,000	185,000	
Total Expenses Budget & Potential Projects	10,357,203	11,815,000	13,235,000	1,235,000	5,235,000	2,235,000	185,000	185,000	1,185,000	
Debt Service Payment			\$753,899	\$1,507,798	\$1,507,798	\$1,507,798	\$1,507,798	\$1,507,798	\$1,507,798	\$753,899
Ending Fund Balance (Budgeted)	1,114,218	49,218	110,319	2,936,789	5,533,334	5,649,955	5,776,576	5,913,197	6,059,818	7,220,386
Ending Fund Balance (Including all Potential Projects)	814,218	(750,782)	(1,739,681)	36,789	(2,416,666)	(4,350,045)	(4,223,424)	(4,086,803)	(4,940,182)	(3,779,614)
*Does not include additional interest cost for debt										



RESOLUTION NO. ____ -14

**RESOLUTION DECLARING FEBRUARY 24, 2014 – MARCH 1, 2014
NON-TRADITIONAL STUDENT AWARENESS WEEK**

WHEREAS, the non-traditional student recruiters from Utah Valley University have proclaimed February 24 2014 – March 1, 2014 be recognized as Non-Traditional Student Awareness week in the City of Park City.

WHEREAS, as a part of promoting Governor Herbert's Education Excellence: 2020 Vision Comprehensive Action Plan, our goal is to provide information and opportunities for the non-traditional student to pursue a post-secondary education.

WHEREAS, this vision statement states: By 2020 and thereafter, at least 66% of Utahns ages 20 to 64 will have a post-secondary degree of certificate ensuring a well-educated citizenry and workforce that qualitatively and quantitatively meet the needs of Utah employers, which will lead to greater economic prosperity and a better quality of life for all Utahns.

WHEREAS, the Comprehensive Action Plan Developed by Governor's Education Excellence Commission includes:

WHEREAS, the prospective student services department at Utah Valley University is participating in this Non-Traditional Student Awareness Weeks by hosting a Non-Traditional Student Mini-Conference on Saturday, March 1, 2014 at Utah Valley University in the Sorensen Student Center.

NOW THEREFORE BE IT RESOLVED that the Mayor and City Council hereby proclaim February 24, 2014- March 1, 2014 as Non-Traditional Student Awareness Week; and

BE IT FURTHER RESOLVED that the Mayor and City Council are honored to take part in this endeavor with Utah Valley University.

EFFECTIVE DATE. This Resolution shall become effective upon adoption.

PASSED AND ADOPTED this _____ day of February, 2014.

PARK CITY MUNICIPAL CORPORTATION

Mayor Jack Thomas

ATTEST:

Marci S. Heil, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney

***Non-Traditional Student Awareness Week
February 24, 2014- March 1, 2014***

Dear Mayor Thomas and City Council Members,

On behalf of Utah Valley University non-traditional student recruiters, I am writing to request that February 24, 2014-March 1, 2014 be proclaimed as Non-Traditional Student Awareness Week in the City of Park City.

As part of promoting Governor Herbert's Education Excellence: 2020 Vision Comprehensive Action Plan, our goal is to provide information and opportunities for the non-traditional student to pursue a post-secondary education.

This vision statement states: By 2020 and thereafter, at least 66% of Utahns ages 20 to 64 will have a post-secondary degree or certificate ensuring a well-educated citizenry and workforce that qualitatively and quantitatively meet the needs of Utah employers, which will lead to greater economic prosperity and a better quality of life for all Utahns.

The Comprehensive Action Plan Developed by Governor's Education Excellence Commission includes:

- "The State must also attract more adult learners back to school.....The top two reasons given for leaving or not pursuing post-secondary education are cost and full time employment."
- Specifically, "Devise a plan to retrain and/or enhance the education levels of adult learners"

The prospective student services department at Utah Valley University is participating in this Non-Traditional Student Awareness Week by hosting a Non-Traditional Student Mini-Conference on Saturday, March 1, 2013 at Utah Valley University in the Sorensen Student Center.

We would be particularly honored to display this proclamation at our event as a demonstration of your support for non-traditional students in Utah Valley. We look forward to working with your office in this important endeavor and in representing your city in this campaign.

Thank you for your consideration,

Trisha Nielson
Utah Valley University
Prospective Student Services
Non-Traditional Student Recruiter



City Council Staff Report

Subject: Granting of an Aesthetic and Recreational Easement to Summit Land Conservancy for the City-Owned Risner Ridge Parcels
Author: Heinrich Deters
Department: Sustainability Department
Date: February 13, 2014
Type of Item: Administrative

Summary Recommendations:

Staff recommends Council should grant an 'Aesthetic and Recreational Preservation Easement' for the five city-owned parcels commonly referred to as 'Risner Ridge'. (Attachment I- Easement)

Topic/Description:

Granting a preservation easement on city owned property

Background:

Park City Municipal acquired several platted open space parcels above Park Meadows, in the Risner Ridge area, via the Eagle Pointe subdivision process, between 1994 and 2004. Deed restrictions were placed on two parcels in the first phases of the development but were not formalized on two parcels in the final phases. A city water tank that serves the neighborhood is also located on the parcels. Additionally, the City acquired the 7.83 acre parcel (PCA-2-2100-4-A-X) in 1992 from Arnold Industries Inc., formally known as Arnold Resorts Inc., via a Quit Claim in what staff believes to be a development agreement associated with Park Meadows and the American Saddler waterline. (Exhibit A-Map)

All of the property is zoned Recreational Open Space and has been historically used as a passive recreation area via the public trails and trailheads located in the area.

In 2011, Summit Lands Conservancy (SLC) was contacted by several residents of the Risner Ridge neighborhood who wanted to understand existing covenants placed on the adjacent city-owned open space parcels. SLC and the resident's discussed the parcels, as well as options, which included extending the deed restrictions, and/or the placement of conservation easements on the parcels and the costs associated with the process, monitoring and stewardship of each. The Risner Ridge HOA, with the assistance of SLC, sent out mailers and went door to door to garner support for a proposed conservation easement and collected 143 petition signatures. On August 24, 2012, Summit Land Conservancy director Cheryl Fox formally requested that the Council review the easement proposal. On December 6, 2012, City Council requested the Citizens Open Space Advisory Committee review the request by the Summit Land Conservancy (SLC) to place a conservation easement on the collection of internal development parcels and the one city acquisition parcel.

COSAC discussed the item on several occasions and on August 13, 2013, provided positive direction to proceed with a recommendation to City Council per the provided values and governing language associated with an 'Aesthetic and Recreational Preservation Easement'. On September 5, 2013, staff presented COSAC's initial recommendation for an 'Aesthetic and Recreational Easement' on the parcels.

Analysis:

The proposed preservation easement allows for the following:

1. Essentially assigns enforcement rights of the open space deed by which the City acquired the property to a third party conservation organization; and
2. Restricts the public's use of the property in perpetuity by narrowing the definition of permitted uses and conservation values of the property.

Existing Restrictions v New Easement Terms

Specific to the proposed 'permitted uses' detailed in Exhibit C of the easement, there are two main areas which have been narrowed under the existing uses as noted under the existing deed restrictions and plat notes.

1. Utilities: Under the existing plat notes for Lots A and B of the phase IV parcels, utilities are designated under a blanket note of '*Open Space and non-exclusive public utility easement*'. This would allow for above or below ground utilities within the designated area.

The proposed 'permitted uses' within the easement only allows for new underground utilities and only if approved by the Conservancy based on impacts to the conservation values. *UTILITIES: Limitations on the maintenance of existing utilities and construction of new utilities pursuant to this Easement shall be subject to pre-existing utility easements and rights of record. The construction of new utilities is permitted in existing utility corridors, upon prior written notice to the Conservancy. The installation of new utilities on parts of the Property not subject to existing utility easements is subject to the Conservancy's approval. Conservancy shall approve the installation of new utilities if, in Conservancy's reasonable opinion, (a) such utility will have a minimal impact to the Conservation Values, or (b) the utility is vital to the people of Park City and it's highly impractical to locate it anywhere other than on the Property. If the installation of a new utility and appurtenant road is considered necessary, the parties shall make all efforts to locate the utilities and road in a manner that minimizes the impact to the Conservation Values. Owner will notify the Conservancy prior to any use, modification, or work on the existing utility easements on the Property, and to the extent practicable, will conduct any such work in a way that minimizes any impact to the Conservation Values.*

Staff and the Conservancy worked closely to come to these mutual terms and while both parties agree that prohibiting above ground utilities is appropriate, it does narrow the uses from the existing plat notes. Secondly, as the language pertains to new

underground utilities, possible restrictions placed on those utilities, as determined by the Conservancy, may require 'realignment' due to impacts on the conservation values. Staff does not contend this oversight is inappropriate, it simply notes that a less impactful alignment may have serious financial implications on a future project necessary to provide essential services.

2. Trailhead and Trails: Under the existing plat notes for Lots A and B of the phase IV parcels, open space uses are designated under a blanket note of '*Open Space and non-exclusive public utility easement*'. This has allowed for trails consistent with the trails plan, as well as, improvements made to the Cove Trailhead area.

The proposed 'permitted uses' within the easement are very specific to the trail alignments and improvements to the Cove Trailhead area. Furthermore, the additional consideration of impacts to the conservation values and wildlife concerns as noted in the easement further restricts possible uses or implementation from the previous restrictions.

Again, Staff and the Conservancy worked closely to come to these mutual terms and while both parties agree that best management practices are appropriate when addressing recreational improvements, the proposed easement may narrow the uses from the previous restrictions.

Preservation Easement v Conservation Easement

Part of City Council's request to COSAC was to deliver clear recommendations on contemplated easement tools, so as to provide a more comprehensive understanding of the values and intent of a particular parcel's acquisition and/or preservation. The first step of this recommendation was the creation of the acquisition matrix which provides not only clear parcel values and intended uses but also recommended or suitable preservation options. This direction, accompanied by Nancy McLaughlin's tutelage, opened the door to a myriad of preservation covenants, including the multi-purpose easement, and a better understanding of how the term 'conservation' has been oversimplified and should only be employed as an easement when referring to critical conservation values, such as wildlife and watersheds.

Values and Purpose Statement

Summit Land Conservancy and Park City staff worked in unison to recommend Tier I values consistent with COSAC's adopted matrix. The parties agreed that the prioritized values indicated by the property were: 1) Aesthetics; and 2) Recreation. These values are best represented in the physical attributes, historical uses and existing documentation.

COSAC determined that an additional preservation tool, specific to the Aesthetic and Recreational values cited in the COSAC matrix was appropriate, in addition to, the existing deed restrictions because it provided third party review of uses, as well as, set a 'high bar' for any uses contemplated which may require condemnation of the

easement. Accordingly, COSAC's recommendation is to approve and grant the Easement to Summit Land Conservancy.

Utilities and Trailhead parking

Staff met with several departments, including water and engineering, to confirm the easement language was consistent with future public needs associated with the water utility and trailhead located on the parcels.

Department Review:

This report has been reviewed by members of the Sustainability, Legal, Water and Executive Departments.

Alternatives:

A. Approve:

Council should grant an 'Aesthetic and Recreational Preservation Easement' for the five city-owned parcels commonly referred to as 'Risner Ridge'.

B. Deny:

Council could choose to deny granting a preservation easement on the Risner Ridge Parcels.

C. Modify:

Council could choose to modify the terms or prioritization of the easement values.

D. Continue the Item:

Council could continue the item

E. Do Nothing:

Same as continuance

Significant Impacts:

By granting a preservation easement on the Risner Ridge parcels, Council is assigning enforcement rights to a third party committee, outside of the public process, that may impact future discussions associated with those parcels.

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Accessible and world-class recreational facilities, parks and programs + Balance between tourism and local quality of life + Multi-seasonal destination for recreational opportunities + Internationally recognized & respected brand	+ Abundant preserved and publicly-accessible open space + Managed natural resources balancing ecosystem needs	+ Community gathering spaces and places	+ Engaged and informed citizenry
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Very Positive 	Very Positive 	Positive 	Positive 
Comments:				

Funding Source:

Summit Land Conservancy has stated that the Risner Ridge neighborhood has funded all costs associated with the easement, including the endowed stewardship. No public funds are being requested.

Consequences of not taking the recommended action:

If Council chooses not to move forward with COSAC's recommendation, the property remains restricted to open space by virtue of the deed restrictions and planning approvals.

Recommendation:

Council should grant an 'Aesthetic and Recreational Preservation Easement' for the five city-owned parcels commonly referred to as 'Risner Ridge'. (Attachment I- Easement)

Exhibit A- Risner Ridge Parcels Map

Risner Ridge Open Space



Attachment I- Easement

WHEN RECORDED, RETURN TO:
Summit Land Conservancy
P.O. Box 1775
1650 Park Avenue, Suite 202
Park City, Utah 84060

PERMANENT AESTHETIC AND RECREATION RESTRICTION EASEMENT

THIS PERMANENT AESTHETIC AND RECREATION RESTRICTION EASEMENT (“Easement”) is made this ____ day of _____, 2013 (“Effective Date”) by and between Park City Municipal Corporation (“Owner”), and Summit Land Conservancy, a Utah nonprofit corporation (“Conservancy”) (Owner and the Conservancy are referred to individually as a “Party” and collectively as the “Parties”).

The following Exhibits are attached to and are incorporated into this Easement by this reference:

- Exhibit A: Legal Description of the Property;
- Exhibit B: Property Map;
- Exhibit C: Permitted and Restricted Uses and Practices.
- Exhibit D: Master Trails Plan
- Exhibit E: Cove Trailhead Amenities Plan
- Exhibit F: Signed “Acknowledgement of Property Condition”

RECITALS

A. Owner owns approximately 53.65 acres of real property and appurtenances located in Summit County, State of Utah (collectively, the “Property”). The Property is described in Exhibit A and shown for reference purposes on the Property Map attached as Exhibit B.

B. The Property has significant conservation values of great importance to the Owner, Conservancy, and the people of Park City, Summit County, and the State of Utah. The conservation values intended to be preserved and protected for the public trust under this Easement in order of priority include: (1) the natural and undeveloped open space aesthetic of the landscape, with ridgeline views and buffer zones of undeveloped land between existing subdivisions (hereafter “Aesthetic Value”), and (2) non-motorized, passive public recreational access (hereafter “Recreational Value”). More particularly:

- i. Aesthetic Value: The Property is natural, undeveloped open space covered with natural vegetation and habitat for a variety of wildlife. Ridgeline and upper elevation portions of the Property are visible from State Routes 248 and 224 and the Old Ranch Road neighborhood of the Snyderville Basin. The lower elevations of the Property form buffer zones between the subdivisions and are visible from several locations within the Park Meadows and Prospector neighborhoods.

Existing unpaved trails and trail amenities have a minimal visual impact.

- ii. Recreational Value: Trails connecting to other open space areas are currently located on and planned for the Property and are used for passive, non-motorized recreation. Trails are important for public access and connectivity among and between the City's other open space areas.

C. The Aesthetic Value and Recreational Value are hereafter described as the "Conservation Values" and are further documented in the Baseline Document Report (the "Baseline Documentation"), a copy of which is on file at the offices of Owner and Conservancy, and the Owner and Conservancy have acknowledged and hereby acknowledge said Baseline Documentation memorializes the condition of the Property as of the effective date of this grant.

D. The Easement is granted with the approval of the Citizens Open Space Advisory Committee (COSAC), appointed by the Park City Council to facilitate the acquisition and preservation of open space within the greater Park City area.

E. The portion of the Property with tax parcel number PCA-2-2100-4-A-X (7.83 acres), was conveyed to Owner on or about January 30, 1992.

F. The portion of the Property with tax parcel number EP-1-A-X (5.78 acres) was dedicated to the Owner as a "Non-Buildable Lot" and park land for use by the general public with a plat recorded on or about December 14, 1995 and thereafter, conveyed to the Owner with a warranty deed with certain restrictions that require the property be maintained in perpetuity as open space and in a natural state.

G. The portion of the Property with tax parcel number EP-II-B-X (7.28 acres) was dedicated to the Owner as a "Non-Buildable Lot" and park land for use by the general public with a plat recorded on or about January 31, 1997 and thereafter, conveyed to the Owner with a warranty deed with certain restrictions that require the property be maintained in perpetuity as open space and in a natural state.

H. The portions of the Property with tax parcel numbers EP-II-B-X (21.92 acres) and EP-IV-A-X (10.89 acres) are described as "Open Space and Non-Exclusive Public Utility Easement(s)" in a plat recorded January 16, 2004, and dedicated to the Owner.

I. By entering into this Easement, the Owner and Conservancy intend to protect the afore-mentioned open space interests and purposes in a manner consistent with the terms of the afore-mentioned deed restrictions and plat dedications.

J. Owner intends, as owner of the Property, to convey to Conservancy the right to preserve and protect the Conservation Values in perpetuity and represents that the Property is free and clear of all encumbrances except for rights-of-way, easements and reservations of record as of the effective date of this grant.

K. Owner warrants and represents that Owner has the authority to enter into the Easement and that Owner freely and voluntarily conveys this Easement to Conservancy in perpetuity. Owner acknowledges receipt of the information and disclosures required under Utah Code Section 57-18-4 more than three days prior to executing this Easement.

L. As of the Effective Date, Conservancy is a nonprofit corporation incorporated under the laws of Utah as a tax-exempt public charity described in Sections 501(c)(3) and 509(a)(1) of the IRS Code (defined below), organized to protect and conserve natural areas and ecologically significant land in its natural, scenic, historical, agricultural, forested and/or open space condition for scientific, charitable, and educational purposes; and is a qualified “holder” of a conservation easement under the Utah ‘Land Conservation Easement Act’ statute, sections 57-18-1 to 57-18-7.

M. Conservancy agrees by accepting this grant to honor the intentions of Owner stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this generation and generations to come.

EASEMENT TERMS

IN CONSIDERATION of the recitals set forth above, the mutual covenants, terms, conditions, and restrictions contained in this Easement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and pursuant to the Utah state law, in particular, the ‘Land Conservation Easement Act’, Owner irrevocably grants and conveys to, and the Conservancy accepts, a perpetual easement in, on, over, and across the Property, subject to the terms and conditions set forth in this Easement, restricting forever the uses that may be made of the Property and granting the Conservancy certain rights in the Property; and Owner and the Conservancy agree as follows:

1. CONSERVATION PURPOSES. In keeping with Park City Municipal’s stated goals to maintain a world-class, multi-seasonal resort destination and to preserve and enhance the natural environment, the purposes of this Easement are to preserve and protect in perpetuity for the public trust and, in the event of their degradation or destruction, to assure the restoration of the Conservation Values of the Property. In particular, the primary purpose of this Easement is to protect forever the Property’s Aesthetic Value as natural, open and undeveloped view-shed, and the secondary purpose is to protect its Recreational Value for non-motorized, “passive” public recreation. In the event of a conflict or potential conflict between the Conservation Values, the Aesthetic Value shall prevail, and guide decisions and actions pertaining to the use and management of the Property.

2. EASEMENT DOCUMENTATION REPORT. By its execution of this Easement, the Conservancy acknowledges that Owner’s present uses of the Property are compatible with the purposes of this Easement. In order to evidence the present condition of the Property (including both natural and man-made features) and to facilitate future monitoring and enforcement of this Easement, the Parties acknowledge that a Baseline Document Report (the “Report”) has been prepared, which provides a collection of baseline data on the Property and its natural resources and an assessment of the consistent uses. The Parties agree that the Report contains an accurate representation of the biological and physical condition of the Property as of

the Effective Date and of the historical uses of the Property, including historical water uses. In addition to the public benefits described as the Conservation Values, the Report identifies public policy statements and/or other factual information supporting the significant public benefit of this Easement. Conservancy may use the Report in enforcing provisions of this Conservation Easement Deed, but is not limited to the use of the Report to show change of conditions. The Report is incorporated into this Conservation Easement Deed by reference. Owner and the Conservancy approve the Report, a copy of which is on file with the Owner and the original of which is on file with the Conservancy at their respective addresses for notices set forth below.

3. THE CONSERVANCY'S RIGHTS. In order to accomplish the Conservation Purposes, the rights and interests that are granted and conveyed to the Conservancy by this Easement include the following:

A. Preserve and Protect. The right to preserve, protect, identify, monitor, and enhance the Conservation Values in perpetuity, and, in the event of their degradation or destruction, the right to require the restoration of such areas or features of the Property that are damaged by any inconsistent activity or use .

B. Entry and Access Rights. The Conservancy is, by this Easement, granted rights of access, whether by public ways or otherwise and including, but not limited to, any access easements appurtenant to the Property or held by Owner, to enter upon the Property in order to monitor compliance with and otherwise enforce the terms of this Easement, to study and make scientific observations of the Property and of natural elements and ecosystems and other features of the Property, to take photographs of the property and to determine whether the Owner's activities are in compliance with the terms of this Easement, all upon reasonable prior notice to Owner and in a manner that does not unreasonably disturb the use of the Property by Owner consistent with this Easement. The Conservancy has the right of immediate entry to the Property if, in its sole judgment, such entry is necessary to investigate, prevent, terminate, or mitigate a violation of this Easement, or to preserve and protect the Conservation Values.

C. Enforcement. The Conservancy has the right to prevent or enjoin any activity on or use of the Property that constitutes a breach of this Easement or is inconsistent with the preservation of the Conservation Values, and the Conservancy has the right to require the restoration of such areas or features of the Property that might be damaged by any breach or inconsistent use or activity.

4. USES OF THE PROPERTY. Except as prohibited or otherwise limited by this Easement, Owner reserves the right to use and enjoy the Property in any manner that is consistent with the Conservation Purposes and the preservation of the Conservation Values. Owner will not perform, nor allow others to perform, any act on or affecting the Property that is inconsistent with the Conservation Purposes. The uses set forth in Exhibit C, though not an exhaustive list of consistent uses and practices, are consistent with this Easement and will not be precluded, prevented, or limited, except as specifically set forth in Exhibit C. Except as provided in Exhibit C or which is otherwise a pre-existing use right, any activity on or use of the Property that is inconsistent with the Conservation Purposes (including, without limitation, any activity or use that diminishes or impairs the Conservation Values) is prohibited. Though not an

exhaustive list of prohibited and restricted uses, Exhibit C also describes such uses or activities that are inconsistent with the Conservation Purposes and are thus prohibited or restricted.

5. APPROVAL REQUEST.

A. The Conservancy's Approval. Owner will not undertake or permit any activity requiring prior approval by the Conservancy without first having notified and received approval from the Conservancy as provided herein. Prior to the commencement of any activity for which this Easement requires prior written approval by the Conservancy, Owner will send the Conservancy written notice of Owner's intention to undertake such activity. The notice will inform the Conservancy of all aspects of the proposed activity, including location, design, materials or equipment to be used, dates and duration, and all other relevant information. If in the Conservancy's judgment additional information is required to adequately review the proposal, the Conservancy will send written notice requesting such additional information within 15 days of receipt of Owner's notice.

B. The Conservancy's Decision. No later than 45 days from the Conservancy's receipt of information adequate to review the proposal, the Conservancy will notify Owner of its disapproval or approval or Owner's proposal, or that the Conservancy may approve the proposal with certain specified modifications. The Conservancy's decision must be based upon the Conservancy's assessment of the proposed activity in relation to its consistency or inconsistency with the terms of this Easement. Approval to proceed with, or failure to object to, any proposed use or activity will not constitute consent to any subsequent use or activity of the same or any different nature.

6. ENFORCEMENT AND REMEDIES.

A. Notice of Violation; Corrective Action. If the Conservancy becomes aware that a violation of the terms of this Easement has occurred or is threatened to occur, the Conservancy will give written notice to Owner of such violation who will, in the case of an existing violation, promptly cure the violation by (a) ceasing the same and (b) restoring the Property to the condition before such violation, or in the case of a threatened violation, refrain from the activity that would result in the violation. If Owner fails to cure the violation within thirty (30) days after receipt of notice from the Conservancy, or under circumstances where the violation cannot reasonably be cured within a thirty (30)-day period, fails to begin curing such violation within the thirty (30)-day period or fails to continue diligently to cure such violation until finally cured, the Conservancy will have all remedies available at law or in equity to enforce the terms of this Easement, including, without limitation, the right to seek a temporary or permanent injunction with respect to such activity, to cause the restoration of that portion of the Property affected by such activity to the condition that existed prior to the undertaking of such prohibited activity (regardless of whether the costs of restoration exceed the value of the Property), and to otherwise pursue all available legal remedies, including, but not limited to, monetary damages arising from the violation. The Conservancy's rights under this Paragraph apply equally to actual or threatened violations of the terms of this Easement. Owner agrees that the Conservancy's remedies at law for any violation of the terms of this Easement are inadequate and that Conservancy is entitled to the injunctive relief described in this Paragraph, both prohibitive and mandatory, in addition to such other relief to which the Conservancy may

be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Furthermore, the provisions of the 'Land Conservation Easement Act' of Utah's statutes, Sections 57-18-1 to 57-18-7 are incorporated into this Easement by this reference, and this Easement includes all of the rights and remedies set forth therein.

(i) Owner is responsible for the acts and omissions of persons acting on its behalf, at its direction or with its permission, and the Conservancy has the right to enforce this Easement against Owner for any use of or activities upon the Property which are a violation of this Easement and which result from such acts or omissions. However, as to the acts or omissions of third parties other than the those described in the preceding sentence, the Conservancy does not have a right to enforce against Owner unless Owner is complicit in said acts or omissions, fails to cooperate with the Conservancy in all respects to halt or abate the event or circumstance of non-compliance with this Easement terms resulting from such acts or omissions, or fails to report such acts or omissions to the Conservancy promptly upon learning of them.

(ii) The Conservancy has the right, but not the obligation, to pursue all legal and equitable remedies provided under this Paragraph against any third party responsible for any activity or use of the Property that is a violation of this Easement and Owner will, at the Conservancy's option, assign its right of action against such third party to the Conservancy, join the Conservancy in any suit or action against such third party, or appoint the Conservancy its attorney in fact for the purpose of pursuing an enforcement suit or action against such third party.

B. Costs of Enforcement. Owner will reimburse the Conservancy for all reasonable expenses incurred by the Conservancy in enforcing the terms of this Easement against Owner, including, without limitation, reasonable attorneys' fees and any costs of restoration necessary to cure the violation. In any action, suit or other proceeding undertaken to enforce the provisions of this Easement, the prevailing Party will be entitled to recover from the non-prevailing Party all reasonable costs and expenses, including attorneys' fees, and if such prevailing Party recovers judgment in any action or proceeding, such costs and expenses will be included as part of the judgment. In addition, any costs of restoration will be borne by the Owner if Owner is deemed to be responsible for damage to the Property. However, Owner shall be entitled to any costs or damages received from any third party, for an action brought by Owner at Owner's expense.

C. Emergency Enforcement. If the Conservancy, in its sole discretion reasonably exercised, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values or to prevent breach or extinguishment of this Easement, the Conservancy may pursue its remedies under this Easement with concurrent oral and written notice to Owner and without waiting for the cure period to expire, provided, however, that any such remedy pursued shall be a remedy solely and directly related to the damage which has occurred, or the imminent threat to the Conservation Values. Conservancy shall give concurrent oral and written notice for all such actions and shall provide Owner with written notice of all actions taken by it pursuant to this paragraph immediately (or

as soon as possible) thereafter. In response to Conservancy's actions pursuant to this paragraph, Owner may intervene to take actions that, in its sole discretion reasonably exercised, Owner determines are appropriate and upon request from Owner, Conservancy shall cease emergency enforcement actions.

D. The Conservancy's Discretion. Enforcement of the terms and provisions of this Easement will be at the sole discretion of the Conservancy, and the failure of the Conservancy to discover a violation or to take action under this Easement will not be deemed or construed to be a waiver of the Conservancy's rights under this Easement with respect to such violation in the event of any subsequent breach.

E. Remedies Cumulative. No single or partial exercise of any right, power or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder and all remedies under this Easement may be exercised concurrently, independently or successively from time to time. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies which may be available at law or equity.

F. Acts Beyond the Owner's Control. Nothing contained in this Easement will be construed to entitle the Conservancy to bring any action against Owner for, or to require the Conservancy or Owner to actively restore destruction of or damage to the Conservation Values resulting from, any injury to or change in the Property resulting from causes beyond Owner's control, including fire, flood, storm, earth movement, and other natural disasters or from any prudent action taken by Owner under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. This Paragraph will not be construed to relieve the Owner of the obligation to clean-up garbage or materials dumped on the Property by third parties and the obligation to prevent third party violations of this Easement, or to otherwise maintain the Property in a condition consistent with the purposes of this Easement.

2. REPRESENTATIONS AND WARRANTIES.

A. Hazardous Materials. Owner represents and warrants that Owner will comply with all Environmental Laws in using the Property and that Owner will keep the Property free of any material environmental defect, including, without limitation, contamination from Hazardous Materials (defined below).

B. State of Title. Owner represents and warrants that Owner has good and marketable title to the Property, free and clear of any liens or encumbrances that might cause extinguishment of this Easement, or that would materially impair the Conservation Purposes, except as noted as exceptions in the (Add final title commitment reference)

C. Compliance with Laws. Owner has not received notice of and has no knowledge of any material violation of any federal, state, county, or other governmental or quasi-governmental statute, ordinance, rule, regulation, law, or administrative or judicial order with respect to the Property.

D. No Litigation. Owner represents and warrants that there is no action, suit, or proceeding that is pending or threatened against the Property or any portion thereof relating to or arising out of the ownership or use of the Property, or any portion thereof, in any court or before or by any federal, state, county, or municipal department, commission, board, bureau, agency, or other governmental instrumentality.

E. Authority To Execute Easement. The person or persons executing this Easement on behalf of the Conservancy represent and warrant that the execution of this Easement has been duly authorized by the Conservancy. The person or persons executing this Easement on behalf of Owner represent and warrant that the execution of this Easement has been duly authorized by Owner.

3. COSTS, LEGAL REQUIREMENTS, AND LIABILITIES. Owner will be responsible for and will bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property and agrees that the Conservancy will have no duty or responsibility for the operation or maintenance of the Property, the monitoring of hazardous conditions on the Property, or the protection of Owner, the public, or any third parties from risks relating to conditions on the Property. Owner agrees to pay before delinquency any and all real property taxes and assessments levied on the Property and agrees that the Owner will keep the Conservancy's interest in the Property free of any liens, including those arising out of any work performed for, materials furnished to, or obligations incurred by Owner. Owner will be solely responsible for any costs related to the maintenance of general liability insurance covering Owner's acts on the Property. Owner remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use by Owner on the Property and permitted by this Easement, and any activity or use will be undertaken in accordance with all applicable federal, state, and local laws, rules, regulations, and requirements. If more than one person or entity constitutes Owner, the obligations of each and all of them under this Easement will be joint and several.

4. RUNNING WITH THE LAND. This Easement burdens and runs with the Property in perpetuity. Every provision of this Easement that applies to Owner or the Conservancy also applies forever to and burdens or benefits, as applicable, their respective agents, heirs, devisees, administrators, employees, personal representatives, lessees, and assigns, and all other successors as their interest may appear.

5. SUBSEQUENT TRANSFERS AND SUBORDINATION. Owner may transfer the Property in its entirety, but not in any portion less than its entirety. Owner agrees that the terms, conditions, restrictions, and purposes of this Easement or reference thereto will be inserted by Owner in any subsequent deed or other legal instrument by which Owner divests either the fee simple title or a possessory interest (including, but not limited to, any leases) of the Property; and Owner further agrees to notify the Conservancy of any pending transfer (including, without limitation, leases) at least forty five (45) days in advance of the transfer. The failure of the Owner to comply with this Paragraph will not impair the validity of this Easement or limit its enforceability in any way. Any successor in interest of the Owner, by acceptance of a deed, lease, or other document purporting to convey an interest in all or any portion of the Property, will be deemed to have consented to, reaffirmed, and agreed to be bound by all of the terms, covenants, restrictions, and conditions of this Easement.

6. INDEMNIFICATION.

A. Cross Indemnification. Notwithstanding any other provision of this Agreement to the contrary, the Parties indemnify, defend, and hold harmless each other, including, without limitation, each Party's directors, officers, employees, agents, contractors, and their successors and assigns (collectively, the "Indemnified Parties"), from and against any costs, liabilities, penalties, damages, claims, or expenses (including reasonable attorneys' fees) and litigation costs that the Indemnified Parties may suffer or incur as a result of, or arising out of use of or activities on the Property by the Party.

B. Owner Indemnification. Owner indemnifies, defends, and holds harmless the Conservancy and its Indemnified Parties for any real property taxes, insurance, utilities, or assessments that are levied against the Property, including those for which exemption cannot be obtained, or any other costs of maintaining the Property, any claims pertaining to the Owner's title to the Property, and any injury to or the death of any person, or damage to any property resulting from any act, omission, condition, or any other matter related to or occurring on or about the Property except to the extent of the negligence or intentional torts of any of the Indemnified Parties.

C. Limitations on Indemnifications. Pursuant to the provisions of this Section, the Conservancy is not indemnifying the Owner against, and is not liable or responsible for, injuries or damage to persons or property in connection with respect to the condition of the Property. The limitation in this Subsection (C) does not absolve the Conservancy of any liabilities it might otherwise have, independently of this Agreement, for wrongfully and directly, without the participation or consent of the Owner, causing any dangerous condition to come into existence on the Property. No provision of this Easement shall waive any defense or limitation of the Government Immunity Act of Utah (Utah Code Ann. §63G-7-101, et seq.).

7. CHANGE OF CONDITIONS. In granting this Easement, Owner has considered the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses and that neighboring properties may be used entirely for such prohibited uses in the future. It is the intent of Owner and the Conservancy that any such changes will not be deemed circumstances justifying the extinguishment of this Easement. In addition, the inability of Owner, or Owner's heirs, successors or assigns, to conduct or implement any or all of the uses permitted under this Easement, or the unprofitability of doing so, will not impair the validity of this Easement or be considered grounds for its termination or extinguishment.

8. EXTINGUISHMENT. This Easement can be released, terminated, or otherwise extinguished, whether in whole or in part, only (a) in a judicial proceeding in a court of competent jurisdiction and (b) upon a finding by the court that a subsequent unexpected change in conditions has made impossible or impractical the continued use of the Property for conservation purposes. Each Party will promptly notify the other when it first learns of such circumstances. In accordance with IRS Regulations, the amount of the proceeds to which the Conservancy will be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, will be determined, unless otherwise provided by law at the time, in accordance

with Paragraph 14 below. The Conservancy will use all such proceeds in a manner consistent with its mission and conservation purposes.

9. CONDEMNATION. If all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the restrictions imposed by this Easement, Owner and the Conservancy will join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking, which proceeds will be first entitled to Owner up to the original purchase price (such funds to be used solely for open space purchases as originally limited or defined by the funding source/bond) and then any additional amounts divided 50/50, it being expressly agreed that this Easement constitutes a compensable property right. Each party shall bear their own expenses.

10. AMENDMENT. If circumstances arise under which an amendment to or modification of this Easement might be appropriate, the Conservancy and Owner may by mutual written agreement jointly amend this Easement, provided that no amendment will be made that will adversely affect the qualification of this Easement or the status of the Conservancy as a qualified holder under any applicable laws, including the IRS Code or Utah statute. Any such amendment will: be at the discretion of the Conservancy; will be consistent with the preservation of the Conservation Values of the Property and the Conservation Purposes of this Easement; will be approved by the Park City Council or other council, committee, entity or agency after being duly noticed and discussed during at least two meetings that are duly noticed and open to the public, or approved by a similar council, committee, entity, or agency as part of a similar process that facilitates notice to the public and public input in the decision making process; will not affect its perpetual duration or its qualification under any laws; will not permit any private inurement or impermissible private benefit to any person or entity, in accordance with rules and regulations governing charitable organizations qualified under Section 501(c)(3) of the IRS Code; will have a positive or not less than neutral conservation outcome; and will be consistent with the Conservancy's internal policies and procedures regarding easement amendments as may be in effect at the time of the amendment proposal. Any such amendment will be recorded in the land records of Summit County, Utah. Nothing in this Paragraph will require either Party to agree to any amendment or to consult or negotiate regarding any amendment.

11. INTERACTION WITH STATE LAW. The provisions of the above paragraphs addressing EXTINGUISHMENT, CONDEMNATION, and AMENDMENT shall apply notwithstanding, and in addition to, any provisions addressing such actions under Utah law.

12. NOTICE.

A. Notice for Entry. Where notice to Owner of the Conservancy's entry upon the Property is required under this Easement, the Conservancy will notify any of the persons constituting Owner or their authorized agents by telephone or in person or by written notice in the manner described in Paragraph 17(B) prior to such entry.

B. Written Notices. Written notices pertaining to matters that, in the parties' reasonable opinion, concern routine management of the Property or minor Easement violations, may be delivered via e-mail or in the manner described in sections (i), (ii), (iii) or (iv) of this

paragraph B. Other written notices called for in this Easement will be delivered: (i) in person; (ii) by certified mail, return receipt requested, postage prepaid; (iii) by facsimile with the original deposited with the United States Post office, postage prepaid on the same date as sent by facsimile; or (iv) by next-business-day delivery through a reputable overnight courier that guarantees next-business-day delivery and provides a receipt. Notices must be addressed as follows:

To the Conservancy:	Summit Land Conservancy P.O. Box 1775 1650 Park Avenue, Suite 201 Park City, Utah 84046 Attention: Cheryl Fox, Executive Director
To Owner:	Park City Municipal Corporation PO Box 1480, 445 Marsac Avenue Park City, UT 84060 Attention:_____

Either Party may, from time to time, by written notice to the other, designate a different address that will be substituted for the relevant address or addresses set forth above. Notice is deemed to be given upon receipt.

13. INTERPRETATION.

A. Intent. It is the intent of this Easement to protect the Conservation Values in perpetuity by prohibiting and restricting specific uses of the Property, notwithstanding economic or other hardship or changes in circumstances or conditions. If any provision in this Easement is found to be ambiguous, an interpretation consistent with protection of the Conservation Values and Conservation Purposes is favored, regardless of any general rule of construction. In the event of any conflict between the provisions of this Easement and the provisions of any use and zoning restrictions of the State of Utah, the county in which the Property is located, or any other governmental entity with jurisdiction, the more restrictive conservation provisions will apply.

B. Governing Law. This Easement will be interpreted in accordance with the laws of the State of Utah.

C. Captions. The captions have been inserted solely for convenience of reference and are not part of this Easement and will have no effect upon construction or interpretation.

D. No Hazardous Materials Liability. Notwithstanding any other provision of this Easement to the contrary, nothing in this Easement will be construed such that it creates in or gives to the Conservancy: (a) the obligations or liabilities of an “owner” or “operator” as those words are defined and used in Environmental Laws (defined below), including, without limitation, (b) the obligations or liabilities of a person described in 42 USC Section 9607(a)(3);

(c) the obligations of a responsible person under any applicable Environmental Law; (d) any obligation to investigate or remediate any Hazardous Materials associated with the Property; or (e) any control over Owner's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property.

E. Merger. In the event that the Conservancy takes legal title to Owner's interest in the Property, the Conservancy must commit the monitoring and enforcement of this Easement to another qualified organization within the meaning of section 107(h)(3) of the United States Internal Revenue Code (1986), as amended, which organization has among its purposes the conservation and preservation of land and water areas.

F. Construction. The Parties acknowledge and agree that (a) each Party is of equal bargaining strength; (b) each Party has actively participated in the drafting, preparation and negotiation of this Easement; (c) each Party has consulted with its own independent counsel, and such other professional advisors as it has deemed appropriate, relating to any and all matters contemplated under this Easement; (d) each Party and its counsel and advisors have reviewed this Easement; (e) each Party has agreed to enter into this Easement following such review and the rendering of such advice; and (f) any rule of construction to the effect that ambiguities are to be resolved against the drafting Party do not apply in the interpretation of this Easement, or any portions hereof, or any amendments hereto

G. Definitions.

(i) The term "IRS Code" means the Internal Revenue Code of 1986, as amended through the applicable date of reference.

(ii) The terms "Owner" and the "Conservancy", and any pronouns used in place thereof, mean and include, respectively, Owner and Owner's personal representatives, heirs, devisees, personal representatives, and assigns, and all other successors as their interest may appear and the Conservancy and its successors and assigns.

(iii) The term "Hazardous Materials" includes, without limitation, any of the following wastes, materials, chemicals, or other substances (whether in the form of liquids, solids, or gases, and whether or not airborne) which are ignitable, reactive, corrosive, toxic, or radioactive, or which are deemed to be pollutants, contaminants, or hazardous or toxic substances under or pursuant to, or which are to any extent regulated by or under or form the basis of liability under any statute, regulation, rule, ordinance, order, or requirement concerning such wastes, materials, chemicals, or other substances (in each case, an "Environmental Law"), including, but not limited to, petroleum-based products and any material containing or producing any polychlorinated biphenyl, dioxin, or asbestos, as well as any biocide, herbicide, insecticide, or other agrichemical, at any level that may (a) constitute a present or potential threat to human health, safety, welfare, or the environment, (b) exceed any applicable or relevant and appropriate cleanup standard, or (c) cause any person to incur any investigation, removal, remediation, maintenance, abatement, or other cleanup expense; it being understood that such Environmental Laws include, but are not limited to Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC Section 9601 et seq.); the Hazardous Materials

Transportation Act (49 USC Sections 6901 et seq.); similar Utah state environmental laws; and any rule, regulation, or other promulgation adopted under any of the foregoing laws.

(iv) All references to the “IRS Regulations” means the Internal Revenue Service Treasury Regulations, 26 C.F.R. Ch. 1, § 1.170A-14 as amended through the applicable date of reference.

14. RESTRICTIONS ON TRANSFER. Other than in the context of an extinguishment that complies with section 12 of this Easement or a condemnation that complies with section 13, this Easement may be transferred by Conservancy, only if (i) as a condition of the transfer, Conservancy requires that the purpose of this Easement continues to be carried out; (ii) the transferee, at the time of transfer, qualifies under section 170(h) of the Code and section 57-18-3 of Utah’s statutes as an eligible donee to receive this Easement directly; and (iii) the transferee has the commitment and resources to enforce, and agrees to enforce this Easement. Conservancy agrees to provide written notice to Owner at least sixty (60) days prior to any intended transfer of this Easement. Any subsequent transfer of this Easement shall also be subject to the provisions of this paragraph. Any attempted transfer by Conservancy of all or a portion of this Easement contrary to the terms hereof shall be invalid but shall not operate to extinguish this Easement.

15. SEVERABILITY AND ENFORCEABILITY. The terms and purposes of this Easement are intended to be perpetual. If any provision herein shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party under this Easement will not be materially and adversely affected thereby, (a) such holding or action will be strictly construed; (b) such provision will be fully severable; (c) this Easement will be construed and enforced as if such provision had never comprised a part hereof; (d) the remaining provisions of this Easement will remain in full force and effect and will not be affected by the invalid or unenforceable provision or by its severance from this Easement; and (e) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Easement a legal, valid and enforceable provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible

16. EXHIBITS. Each exhibit referred to in, and attached to, this Easement is an integral part of this Easement and is incorporated in this Easement by this reference.

17. COUNTERPARTS. This Easement may be executed in one or more counterparts, all of which taken together will be considered one and the same agreement and each of which will be deemed an original. This Easement shall become effective when each Party has received a counterpart signature page signed by all of the other Parties.

23. RECORDING. The Conservancy is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Easement, and Owner agrees to execute any such instruments upon reasonable request.

24. ENTIRE AGREEMENT. This Easement, including the Exhibits attached hereto, sets forth the entire agreement and understanding of the Parties with respect to the transactions

My Commission Expires:

NOTARY PUBLIC

Residing at: _____

**EXHIBIT A
TO
EASEMENT**

LEGAL DESCRIPTION OF THE PROPERTY

LEGAL DESCRIPTION

(PARCEL 1)

LOT A, EAGLE POINTE SUBDIVISION, PHASE I, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER.

(Tax Serial No. EP-I-A-X)

(PARCEL 2)

PARCEL "B", EAGLE POINTE SUBDIVISION, PHASE II, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE.

(Tax Serial No. EP-II-B-X)

(PARCEL 3)

LOT A AND LOT B, EAGLE POINTE SUBDIVISION, PHASE IV, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE.

(Tax Serial No's. EP-IV-A-X and EP-IV-B-X)

(PARCEL 4)

(QUARRY MOUNTAIN PARCEL)

BEGINNING AT A POINT IN WHICH IS 1560.94 FEET NORTH AND 1382.07 FEET EAST OF THE WEST QUARTER CORNER OF SECTION 4, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 80°00'00" WEST 53.99 FEET; THENCE NORTH 00°10'12" EAST 749.40 FEET; THENCE SOUTH 89°40'12" EAST 1132.32 FEET TO A POINT ON THE WESTERLY BOUNDARY LINE OF THE PARK MEADOWS GOLF COURSE; THENCE SOUTH 58°30'00" WEST ALONG SAID BOUNDARY LINE 273.31 FEET; THENCE SOUTH 15°00'00" EAST ALONG SAID BOUNDARY LINE 60.00 FEET; THENCE SOUTH 42°00'00" WEST ALONG SAID

BOUNDARY LINE 390.00 FEET; THENCE NORTH 13°00'00" WEST 255.24 FEET;
THENCE SOUTH 84°00'00" WEST 280.37 FEET; THENCE SOUTH 29°00'00" WEST 550.00
FEET TO THE POINT OF BEGINNING.

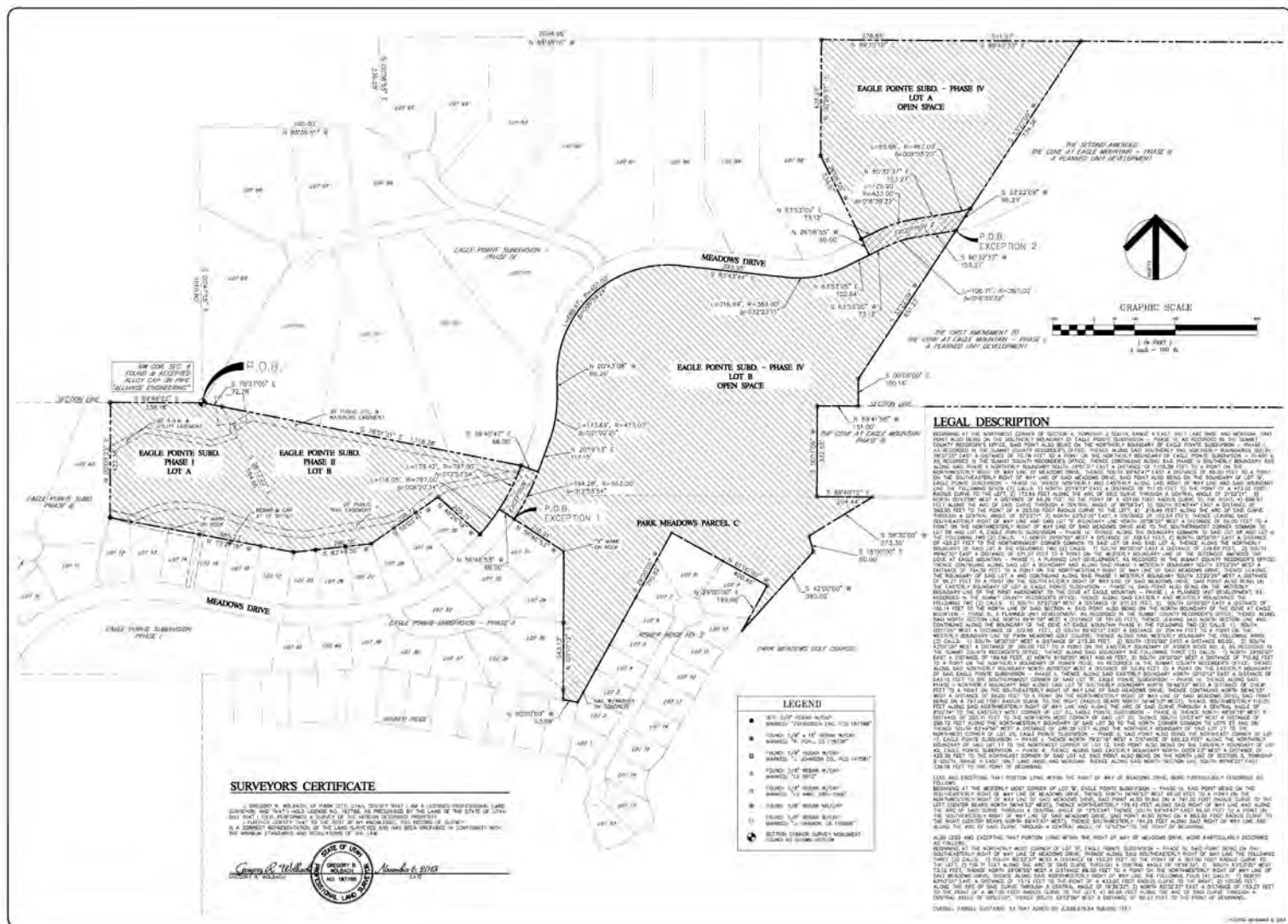
LESS AND EXCEPTING THEREFROM THAT PORTION CONVEYED TO TSUNAMI
LAND CORPORATION, BY SPECIAL WARRANTY DEED DATED DECEMBER 30, 1988,
AND RECORDED FEBRUARY 2, 1989 AS ENTRY NO. 303948 IN BOOK 510 AT PAGE
584, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS NORTH 2041.98 FEET AND EAST 1648.72 FEET
FROM THE WEST QUARTER CORNER OF SECTION 4, TOWNSHIP 2 SOUTH, RANGE 4
EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 29°00'00"
EAST 160.81 FEET; THENCE SOUTH 61°00'00" EAST 400.46 FEET; THENCE SOUTH
29°00'00" WEST 189.68 FEET; THENCE NORTH 13°00'00" WEST 255.24 FEET; THENCE
SOUTH 84°00'00" WEST 280.37 FEET TO THE POINT OF BEGINNING.

(Tax Serial No. PCA-2-2100-4-A-X)

**EXHIBIT B
TO
EASEMENT**

PROPERTY MAP



Evergreen Engineering, Inc.

10000 100th Ave. N., Suite 100
 Minneapolis, MN 55438
 Phone: (612) 434-1111 Fax: (612) 434-1111

SURVEYED BY: DRY/ADM
 DRAWN BY: DRY/ADM
 CHECKED BY: DRY/ADM

PARK MEADOWS OPEN SPACE
 SECTIONS 4, 5 & 33, T. 2 S., R. 4 E., SLB&M

DATE: 10/1/2024

PROJECT: PARK MEADOWS OPEN SPACE

SCALE: 1" = 100'

FIG. 1

**EXHIBIT C
TO
EASEMENT**

PERMITTED AND RESTRICTED USES AND PRACTICES

The Property shall not be used for residential or commercial purposes except as permitted in this Exhibit C. Industrial uses are not permitted. The uses set forth in this Exhibit C detail specific activities that are permitted or prohibited under this Easement. The uses set forth in this Exhibit C are also intended to provide guidance in determining the consistency of other activities with the Conservation Purposes. Notwithstanding the uses set forth in this Exhibit C and, notwithstanding any provision of this Easement to the contrary, Permitted uses of the Property (whether set forth in this Exhibit C or elsewhere in this Easement) shall not be conducted in a manner or to an extent that diminishes or impairs the Conservation Values or that otherwise violates this Easement, unless such conduct is otherwise permitted by the terms of this Easement or by pre-existing documents, recorded with Summit County.

1. RECREATIONAL USES: The property may be used for non-motorized, recreational activities including, but not limited to, hiking, snowshoeing, cross-country skiing, human-powered biking and horse-back riding on designated recreational trails.

2. MANAGEMENT: The Property will be managed by the Owner according to best practices for natural and undeveloped open space, with specific attention to maintaining the wildlife habitat. No dwelling, structure, or above-surface equipment or facilities of any kind shall be erected or placed on the Property except for the following: (a) improvements that maintain the natural qualities of the open space; (b) improvements necessary to protect the safety and physical integrity of the surrounding properties; and (c) improvements for trails and public utilities, pursuant to the terms of this Easement. The Property shall not be used for any purpose that is inconsistent with it being held as open space.

3. TRAIL MAINTENANCE AND CONSTRUCTION: The maintenance of existing trails or construction of new trails is in accordance with the Trails Master Plan attached as Exhibit D is permitted upon prior notification to Conservancy. Trails not included in the Trails Master Plan may be constructed if such new trails do not diminish or impair the Aesthetic Value of the Property and upon prior written approval of Conservancy, not to be unreasonably withheld. Trail uses, routing, construction and maintenance shall be managed in a way that minimizes impacts to wildlife.

4. MANAGEMENT OF PARCELS EP-1-A-X AND EP-II-B-X: The use and management of parcels EP-I-A-X and EP-II-B-X (hereafter described in this paragraph as the "Parcels") is subject to the restrictions described in the warranty deeds recorded as instruments #00444360 and #00472456 in the land records of Summit County. Trail maintenance and construction on the Parcels is to conform with the Quarry Mountain M.P.D. Trails Master Plan. The Parcels may not be used for gatherings of people, other than for the use of the public trails. The vehicular-access road located on

the Parcels may be maintained and improved for vehicular access to the water tank and appurtenant utilities, provided such road shall be improved with an impervious surface.

5. COVE TRAILHEAD MANAGEMENT AND AMENITIES: Limited signage may be placed at the Cove trailhead, consistent in size and nature with the trailhead structure existing at the time of the Effective Date. Restroom facilities may be constructed with prior approval of Conservancy, not to be unreasonably withheld. Such restroom facilities shall be limited to two toilets and shall be designed to minimize impact to the view shed, and to blend in with the surrounding natural landscape. The restroom facilities shall be in the location shown on the Cove Trailhead Amenities Plan, attached as Exhibit E. The existing parking area may be expanded with prior written approval from Conservancy, not to be unreasonably withheld. The Cove Trailhead area may be used for larger gatherings of people on a temporary basis, incidental to events open to the public. Such uses may include, but are not limited to, a water station for a trail running event or a picnic in conjunction with an organized hike.

6. RECREATIONAL AND TRAIL AMENITIES: Small benches, trailhead signs and markers are permitted with prior notification to Conservancy.

7. PARKING AND MOTORIZED VEHICLE USE: Parking is not permitted anywhere on the property other than at the Cove Trailhead as shown in the Cove Trailhead Amenities Plan attached as Exhibit E. Motorized vehicles are not permitted on the property other than for emergency services, for trail and Property maintenance, the maintenance of utilities, or for the construction of new trails or amenities approved by Conservancy.

8. HABITAT RESTORATION ACTIVITIES. Activities to restore or enhance native plant communities or wildlife habitat will be permitted pursuant to a restoration plan approved by both Owner and the Conservancy.

9. UTILITIES: Limitations on the maintenance of existing utilities and construction of new utilities pursuant to this Easement shall be subject to pre-existing utility easements and rights of record. The construction of new utilities is permitted in existing utility corridors, upon prior written notice to the Conservancy. The installation of new utilities on parts of the Property not subject to existing utility easements, is subject to the Conservancy's approval. Conservancy shall approve the installation of new utilities if, in Conservancy's reasonable opinion, (a) such utility will have a minimal impact to the Conservation Values, or (b) the utility is vital to the people of Park City and it's highly impractical to locate it anywhere other than on the Property. If the installation of a new utility and appurtenant road is considered necessary, the parties shall make all efforts to locate the utilities and road in a manner that minimizes the impact to the Conservation Values. Owner will notify the Conservancy prior to any use, modification, or work on the existing utility easements on the Property, and to the extent practicable, will conduct any such work in a way that minimizes any impact to the Conservation Values.

10. CHEMICAL AND BIOLOGICAL CONTROLS. In accordance with all applicable federal, state and local laws and regulations, Owner has the right to use agrichemicals and biological controls on the Property as necessary to control noxious weeds, pests and for mosquito abatement. Chemical and biological controls may only be used in accordance with all applicable laws, and in those amounts and with that frequency of application constituting the minimum necessary to accomplish reasonable noxious weed, pest and mosquito abatement objectives. The use of such agents shall be conducted in a manner to minimize adverse effects on the natural values of the Property and to avoid any impairment of the natural ecosystems and processes.

11. PROBLEM OR DISEASED ANIMALS. Owner may use legal methods to control diseased and/or problem animals as permitted by state and federal laws.

12. ALTERATION OF WATERCOURSES AND TOPOGRAPHY. Owner may not make any change, disturbance, alteration, excavation, or impairment to any watercourse or the topography of the ground on the Property except as otherwise permitted by this Easement. Owner shall conform to all state and federal laws when constructing or altering watercourses and wildlife habitat.

13. WATER RESOURCES. Owner may enhance, if applicable, water quality on the Property recognized as necessary or beneficial to wildlife, ecological or habitat values on the Property, provided such enhancements are consistent with the terms of the easement and the Conservation Values, and comply with all applicable laws and regulations.

14. FENCES. Fencing that exists on the Property as of the Effective Date may be repaired and replaced. New fences may be built on the Property upon prior approval of Conservancy, not to be unreasonably withheld and provided such fences (a) are reasonably necessary for the protection of property, wildlife resources or public safety, (b) will not unduly restrict or impair wildlife movement, and (c) will not unduly interfere with the Aesthetic Value of the Property.

15. ROADS. The construction of new roads and the improvement or expansion of old roads for the purpose of vehicular access is prohibited, other than for the construction of new utilities pursuant to paragraph 9 of this Exhibit. Any new road shall be constructed of an impervious surface.

16. SIGNS AND BILLBOARDS. Billboards and signs are prohibited on the Property, other than signs for the following purposes:

A. To indicate that the Property is conserved with a “Conservation Easement” held by the Conservancy; and

B. To identify trails or interpretive sites on the Property; and

C. To state rules and regulations, safety, or hazardous conditions found on the Property in accordance with the Owner and the Conservancy’s established guidelines for properties they own; and

- D. To close trails temporarily on the Property in order to protect wildlife; and
- E. To post “No Hunting or Trapping” signs.
- F. For such other purposes as the Conservancy, in its discretion, approves.

17. FIRE SUPPRESSION. Owner may remove brush and vegetation necessary to minimize the risk of wildfire on the Property. Potential means to reduce or remove high risk fuel loads may include, but would not be limited to: mechanized methods; biological controls, including short-duration grazing; slash, stack and burn; or controlled burns.

18. COMMERCIAL RECREATION. Owner may permit use of the Property for otherwise lawful commercial recreational uses that do not conflict with the Conservation Values and are consistent with the Conservation Purposes. Such permitted commercial uses include but are not limited to, guided hiking, biking and snowshoeing tours. Such commercial recreational uses shall be limited to active use of the trails. Large, immobile gatherings of people on the Property for picnics or other events shall not be permitted, other than in the Cove Trailhead area, as described in paragraph 5 of this Exhibit.

19. SUBDIVISION. The legal or de facto division, subdivision, or partitioning of the Property is prohibited. Notwithstanding the fact that, as of the Effective Date, the Property is comprised of separate legal parcels, the terms and conditions of this Easement will apply to the Property as a whole, and the Property will not be sold, transferred, or otherwise conveyed except as a whole, intact, single piece of real estate; it being expressly agreed that neither the Owner nor the Owner’s personal representative, heirs, successors, or assigns will sell, transfer, or otherwise convey any portion of the Property that constitutes less than the entire Property. The existence of any separate legal parcels, if any, as of the Effective Date will not be interpreted to permit any use or activity on an individual legal parcel that would not have been permitted on such individual legal parcel under the terms and conditions of this Easement as applied to the Property as a whole.

20. MINING AND NATURAL RESOURCE DEVELOPMENT. The exploration for or extraction of minerals, gas, hydrocarbons, soils, sands, gravel, or rock, or any other material on or below the surface of the Property is prohibited. Owner will not grant any rights to any minerals, oil, gas, or hydrocarbons, including the sale or lease of surface or subsurface minerals or any exploration or extraction rights in or to the Property, and Owner will not grant any right of access to the Property to conduct exploration or extraction activities for minerals, oil, gas, or hydrocarbons, or other substances on any other property.

21. NO HAZARDOUS MATERIALS. Use, dumping, storage, or other disposal of non-compostable refuse, trash, sewer sludge, unsightly or toxic materials, or

Hazardous Materials is prohibited. This Easement does not permit Conservancy to control any use of the Property by Owner which may result in the storage, dumping or disposal of hazardous or toxic materials; provided, however, Conservancy may bring an action to protect the Conservation Values of the Property. This prohibition does not impose liability on Conservancy, nor shall Conservancy be construed as having liability as a “responsible party” under CERCLA or other similar state or federal statutes.

22. NON-NATIVE SPECIES. Introduction of any non-native plant or animal species is prohibited other than those generally accepted for habitat improvement or as mutually agreed upon by Grantor and Grantee.

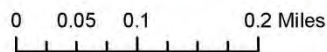
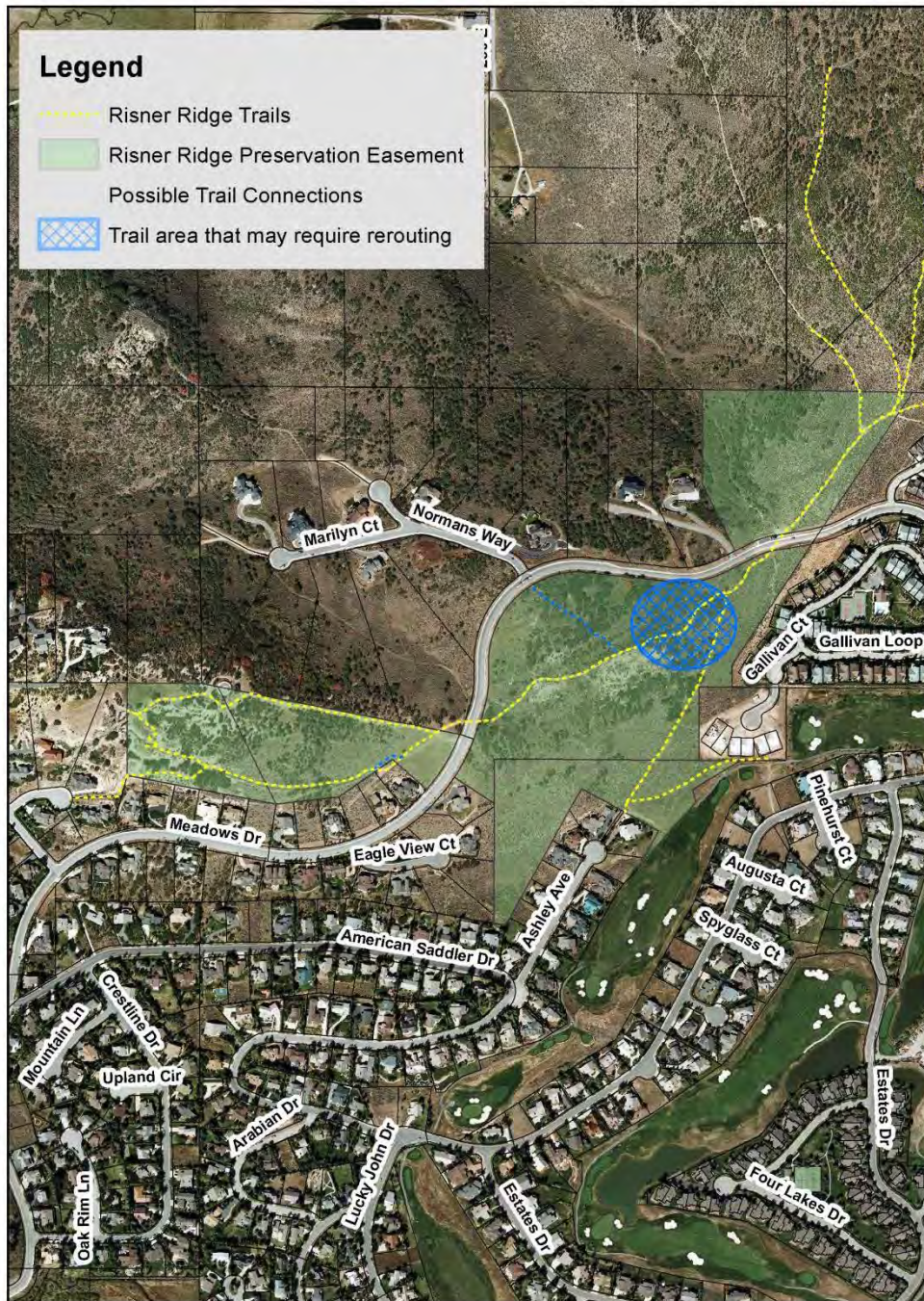
23. DUMPING AND WASTE. No dumping, burying, storing, applying or releasing of waste, sewage, garbage, vehicles or appliances is allowed on the Property, except (a) appropriate routine storage of garbage and wastes from permitted uses of the Property pending transport for proper disposal and (b) garbage and wastes which flow into proper septic or other appropriate waste disposal systems.

24. DESTRUCTION OF NATIVE VEGETATION. The removal, cutting or destruction of native vegetation is prohibited except as reasonably incident to permitted activities or as otherwise permitted by this Exhibit C, for disease or insect control or to prevent property damage or personal injury.

**EXHIBIT D
TO
EASEMENT**

MASTER TRAILS PLAN

Risner Ridge Trails Master Plan



**EXHIBIT E
TO
EASEMENT**

COVE TRAILHEAD AMENITIES PLAN

Cove Trailhead Restroom Exhibit



0 0.0075 0.015 0.03 Miles

**EXHIBIT F
TO
EASEMENT**

ACKNOWLEDGMENT OF PROPERTY CONDITION

In compliance with Section 1:170A-149g)(5) of the federal tax regulations, the undersigned accepts and acknowledges that the Risner Ridge Baseline Documentation Report is an accurate representation of the property at the time the Permanent Restriction Easement was transferred to the Conservancy.

Property Name: Risner Ridge

Park City Municipal Corp.:

Date _____

Title: _____

Summit Land Conservancy:

Date _____

Executive Director

City Council Staff Report



Subject: Knudson Subdivision, 1314 & 1350 Empire Avenue
Author: Christy J. Alexander, Planner II
Date: February 13, 2014
Type of Item: Administrative – Plat Amendment
Project Number: PL-14-02202

Summary Recommendations

Staff recommends that the City Council hold a public hearing and consider approving the Knudson Subdivision located at 1314 & 1350 Empire Avenue, based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Description

Applicant: Jonathan Weidenhamer & Matt Twombly (Park City Redevelopment Authority (RDA)) and Gary Knudson, represented by Steve Schueler
Location: 1314 & 1350 Empire Avenue
Zoning: Recreation Commercial (RC) District
Adjacent Land Uses: Single-family residential, vacation rentals, nightly rentals, duplex, condominiums, recreational open space, office space, resort commercial.
Reason for Review: Plat amendments require Planning Commission review and recommendation to City Council

Proposal

The applicant is requesting a Plat Amendment for the purpose of combining all of Lots 8-12, Lots 33-38, and the adjacent abandoned Norfolk Ave ROW of Block 19 of the Snyder's Addition to the Park City survey.

The applicant wishes to combine the lots to create three (3) new lots, one to be owned by the Park City RDA and two to be owned by Gary Knudson, the current owner of the Acorn Inn. This amendment is necessary in order for the City's RDA to move forward with a redevelopment project it has been working on since 2010 and to remove lot lines under the Acorn Inn and create compliance with the northerly side and rear yard setbacks for the Acorn Inn. The lots are currently zoned as Recreation Commercial (RC).

Purpose

The purpose of the Recreation Commercial (RC) District is to:

- (A) Allow for the Development of hotel and convention accommodations in close proximity to major recreation facilities,
- (B) Allow for resort-related transient housing with appropriate supporting commercial and service activities,
- (C) Encourage the clustering of Development to preserve Open Space, minimize Site disturbance and impacts of Development, and minimize the cost of construction and municipal services,
- (D) Limit new Development on visible hillsides and sensitive view Areas,
- (E) Provide opportunities for variation in architectural design and housing types,
- (F) Promote pedestrian connections within Developments and to adjacent Areas,
- (G) Minimize architectural impacts of the automobile,
- (H) Promote the Development of Buildings with designs that reflect traditional Park City architectural patterns, character, and Site designs,
- (I) Promote Park City's mountain and Historic character by designing projects that relate to the mining and Historic architectural heritage of the City, and
- (J) Promote the preservation and rehabilitation of Historic Buildings.

Background

The Knudson Subdivision project is located in the "Snyder's Addition" survey area. The project is located between the 13th and 14th Street blocks on both Empire Ave and Norfolk Avenue, directly across the street from Park City Mountain Resort, as shown on the enclosed ortho-photographs (Exhibit D). The proposed subdivision is comprised of Lots 8-12, Lots 33-38, and the abandoned Norfolk Avenue ROW, approximately .64 acres. The lots comprising the proposed subdivision have, historically, been owned by Gary Knudson, under various entities, for over 40 years. In 1972 Mr. Knudson built the Acorn Inn, a small nightly rental, on Lots 37 and 38. The remaining lots are undeveloped.

On December 17, 2013, the Park City RDA entered into a Purchase and Sale Agreement with two entities controlled by Gary and Helen Knudson to purchase all of lots 10, 11, 12 and portions of Lots 9, 33, 34, 35, 36. On December 23, 2013, the Park City RDA closed on Lots 11 and 12 and portions of Lots 33 and 34. The Park City RDA and another entity controlled by Gary and Helen Knudson will close on the balance of the lots described in the Purchase and Sale Agreement on or before February 28, 2014, provided the Knudson Subdivision is approved pursuant to the application before council today. The Park City RDA is purchasing the property for the purpose of allowing for future pedestrian corridor and public improvements on said lots. Mr. Knudson, through his various entities, will develop his remaining parcels as determined by his own schedule. Mr. Knudson has not filed an application for any development to date.

On December 31, 2013, the City received an application to create these three (3) legal lots of record from 25,883 square feet; the application was deemed complete on January 7, 2014. Lot A as shown on the proposed plat in Exhibit A, if approved, will be purchased as described above by the Park City RDA to facilitate a key pedestrian east/west connection. It is intended to become a visual and functional pedestrian

transportation corridor connecting Empire Avenue to Park Avenue and allowing movement from the resort to lower Main Street. However, the City's RDA will not restrict that property as part of the plat, leaving it alone until the master plan for the area is finalized. Therefore, the City's RDA could use Lot A for future development should the master plan not be carried out. Gary Knudson intends to keep Lot B (with the Acorn Inn) as well as keep Lot C for future development.

Mr. Knudson also owns Lots 6, 7, 39 & 40, all undeveloped, which are adjacent to this proposed subdivision as shown on the Ownership Plat and Aerial Photo exhibits (Exhibits B and D). As per Land Management Code (LMC) 15-7.1-6(A) "an Owner of the land or his representative shall file with the Planning Department an Application for the approval of a final Subdivision Plat. The application shall include all contiguous holdings of the Owner, unless specifically waived by the Planning Department and Planning Commission, including land in the "same ownership," as defined herein, with an indication of the portion which is proposed to be subdivided, accompanied by an affidavit of ownership, which shall include the dates the respective holdings of land were acquired, together with the book and page of each conveyance to the present Owner as recorded in the County Recorder's office. The affidavit shall advise as to the legal Owner of the Property, the contract Owner of the Property, the date a contract of sale was executed, and, if any corporations are involved, a copy of the resolution legally empowering the Applicant to make the Application."

The Planning Director made a determination on January 23, 2014 that Gary Knudson is not required to subdivide the contiguous holdings located at and around 1314 & 1350 Empire Avenue. Rather, the applicant may move forward with the request for a three (3) lot plat amendment at 1314 & 1350 Empire Avenue only. The Planning Commission voted unanimously to waive the requirement on January 29, 2014 at their regular meeting, thus allowing the subdivision process to proceed forward as Mr. Knudson has no intentions to develop his contiguous properties at this time.

The Planning Commission also voted unanimously on January 29, 2014 to forward a positive recommendation to the City Council for the Knudson Subdivision based on the findings of fact, conclusions of law, and conditions of approval as stated in the draft ordinance.

Analysis

The applicants wish to combine the lots in order to move forward with the City's redevelopment efforts and improvements, which include a possible east/west pedestrian connection from Miner's Hospital to PCMR. In addition, Gary Knudson's lots will have residential development opportunity. Although Mr. Knudson is not intending to develop Lot C in the immediate future, the allowed uses in this zone, and compatible to this neighborhood which could be developed on these sites include: Single Family Dwelling, Duplex Dwelling, Triplex Dwelling, Secondary Living Quarters, Lockout Unit, Accessory Apartment, Nightly Rental, Home Occupation, Child Care: In-Home Babysitting, Child Care: Family, Child Care: Family Group, Child Care Center, Accessory Building and

Use, Conservation Activity, Agriculture, Bed & Breakfast Inn, Boarding House: Hostel, Minor Hotel, Parking Area or Structure with four (4) or fewer spaces.

The proposed subdivision contains a total of 25,883 square feet of area. Lot A contains 14,625 sq. ft., Lot B contains 4,133 sq. ft., and Lot C contains 7,125 sq. ft. The zoning for the subdivision is Recreation Commercial (RC) and is subject to the following criteria:

RC Zone	Permitted
Lot Size	1,875 SF minimum
Front yard setback	20 feet
Side yard setback	10 feet
Rear yard setback	10 feet
Height	35 feet/3 stories
Development Floor Area Ratio	1.0 (not including underground parking structures)
Parking	As determined per use

Lot B with Acorn Inn	Existing Building on New Lot Configuration
Lot Size	4,133 SF
Front yard setback	20 feet
Side yard setback	Approximately 5 feet on the south and 13 feet to the north. The south setback is existing legal non-conforming. No additions could be made to the building unless they comply with the current Code. The new configuration of the northern lot line is compliant with the Code.
Rear yard setback	10 feet for the building which is compliant; the deck is 1 foot off the property line which is also compliant.

The plat amendment will be the second largest plat amendment in the neighborhood. The largest of these plat amendments is the Carl Winters School Subdivision which contains seventy-two (72) lots and the next largest is the Park City High School Mechanical Arts Building which contains seven (7) lots. Access to the lots are from Empire Avenue for Lots A and B. Lot C sits adjacent to Norfolk Avenue.

Staff finds good cause for this plat amendment to create three (3) legal lots of record from the existing eleven (11) lots and the adjacent abandoned Norfolk Avenue ROW. The proposed plat amendment does not create any new non-conforming situations.

Good Cause

Planning Staff finds there is good cause for this plat amendment. Combining the lots will allow the City to move forward with redevelopment efforts and improvements, which include a possible east/west pedestrian connection from Miner's Hospital to PCMR. The plat amendment is necessary so that there is not any remnant parcels and to allow any improvements to occur on the property. The plat amendment will also utilize best planning and design practices, while preserving the character of the neighborhood and of Park City and furthering the health, safety, and welfare of the Park City community as well as absorb the adjacent abandoned Norfolk Avenue ROW into the Knudson Subdivision.

Staff finds that the plat will not cause undo harm to adjacent property owners and all future development will be reviewed for compliance with requisite Building and Land Management Code requirements.

Department Review

This project has gone through an interdepartmental review. There were no issues raised by any of the departments or service providers regarding this proposal that have not been addressed by the conditions of approval.

Notice

The property was posted and notice was mailed to property owners within 300 feet in accordance with the requirements in the LMC. Legal notice was also published in the Park Record and on the public notice website in accordance with the requirements of the LMC.

Public Input

Staff has not received public input on this application at the time of this report. Public input may be taken at the regularly scheduled City Council public hearing.

Process

Approval of this application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC 1-18. A Building Permit is publicly noticed by posting of the permit.

Alternatives

- The City Council may approve the Knudson Subdivision as conditioned or amended; or
- The City Council may deny the Knudson Subdivision and direct staff to make Findings for this decision; or

- The City Council may continue the discussion on the Knudson Subdivision to a date certain and provide direction to the applicant and/or staff to provide additional information necessary to make a decision on this item.

Significant Impacts

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

Consequences of not taking the Suggested Recommendation

The proposed plat amendment would not be recorded and eleven (11) existing lots and abandoned ROW would not be adjoined and remain as is.

Recommendation

Staff recommends that the City Council hold a public hearing and consider approving the Knudson Subdivision based on the findings of fact, conclusions of law, and conditions of approval as stated in the draft ordinance.

Exhibits

Exhibit A – Draft Ordinance with Proposed Plat

Exhibit B – Ownership Plat

Exhibit C – Existing Conditions Survey

Exhibit D – Vicinity Map/Aerial Photograph

Exhibit E – Streetscape Images

Exhibit F – Zoning Map

Exhibit G – Master Plan for City Property in RDA

Exhibit H – Notice of Planning Director Determination to waive LMC 15.1-6(A)

Exhibit A – Draft Ordinance with Proposed Plat

Ordinance 14-

AN ORDINANCE APPROVING THE KNUDSON SUBDIVISION PLAT LOCATED AT 1314 & 1350 EMPIRE AVENUE, PARK CITY, UTAH.

WHEREAS, the owners of the property known as the Knudson Subdivision located at 1314 & 1350 Empire Avenue, have petitioned the City Council for approval of the Knudson Subdivision; and

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

WHEREAS, proper legal notice was sent to all affected property owners according to the Land Management Code; and

WHEREAS, the Planning Commission held a public hearing on January 29, 2014 to receive input on the proposed subdivision;

WHEREAS, on January 29, 2014 the Planning Commission forwarded a positive recommendation to the City Council; and,

WHEREAS, on February 13, 2014 the City Council held a public hearing on the proposed Knudson Subdivision; and

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

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 Knudson Subdivision, as shown in Exhibit A, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 1314 & 1350 Empire Avenue within the Recreation Commercial (RC) District.
2. On December 31, 2013, the applicants submitted an application for a plat amendment to combine eleven (11) lots and the adjacent abandoned Norfolk Avenue ROW containing a total of 25,883 square feet into three (3) lots of record.
3. The plat amendment is necessary in order for the applicants to move forward with the City's RDA redevelopment efforts and improvements, which include a possible east/west pedestrian connection from Miner's Hospital to PCMR, as well as remove

lot lines under the Acorn Inn and compliance with the northerly side and rear yard setbacks for the Acorn Inn.

4. The application was deemed complete on January 7, 2014.
5. As per Land Management Code (LMC) 15-7.1-6(A) "an Owner of the land or his representative shall file with the Planning Department an Application for the approval of a final Subdivision Plat. The application shall include all contiguous holdings of the Owner, unless specifically waived by the Planning Department and Planning Commission, including land in the "same ownership," as defined herein, with an indication of the portion which is proposed to be subdivided, accompanied by an affidavit of ownership, which shall include the dates the respective holdings of land were acquired, together with the book and page of each conveyance to the present Owner as recorded in the County Recorder's office.
6. The Planning Director made a determination on January 23, 2014 and the Planning Commission voted to support the determination that Gary Knudson is not required to subdivide the contiguous holdings located at and around 1314 & 1350 Empire Avenue. Rather, the applicant may move forward with the request for a three (3) lot plat amendment at 1314 & 1350 Empire Avenue only.
7. The RC zone requires a minimum lot area of 1,875 square feet.
8. Lots A and B have frontage on and access from Empire Avenue. Lot C has frontage on and access from Norfolk Avenue.
9. The proposed subdivision contains a total of 25,883 square feet of area. Lot A contains 14,625 sq. ft., Lot B contains 4,133 sq. ft., and Lot C contains 7,125 sq. ft.
10. Lot A is intended to be used for a future RDA pedestrian connection between PCMR and Miner's Hospital. The Acorn Inn will remain on Lot B. Lot C is vacant.
11. The proposed plat amendment does not create any new non-complying or nonconforming situations.
12. The plat amendment secures a public snow storage easement across the frontage of Lot A on Empire Avenue.
13. The amendment of eleven (11) lots and the adjacent abandoned Norfolk Avenue ROW would be the second largest plat amendment in the neighborhood. The largest of these plat amendments is the Carl Winters School Subdivision which contains seventy-two (72) lots and the next largest is the Park City High School Mechanical Arts Building which contains seven (7) lots.

Conclusions of Law:

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

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. Modified 13-D sprinklers may be required for new construction by the Chief Building Official at the time of review of the building permit submittal and shall be noted on the final mylar prior to recordation.

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

PASSED AND ADOPTED this ____ day of February, 2014

PARK CITY MUNICIPAL CORPORATION

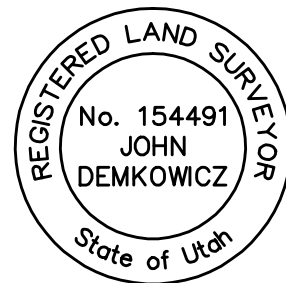
Jack Thomas, MAYOR

ATTEST:

Marci Heil, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney



SURVEYOR'S CERTIFICATE

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 154491, as prescribed by the laws of the State of Utah, and that by authority of the owner, I have prepared this Record of Survey map of KNUDSON SUBDIVISION and that the same has been or will be monumented on the ground as shown on this plat. I further certify that the information on this plat is accurate.

John Demkowicz

Date

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that Park City Redevelopment Authority, as to PARCEL 1, does hereby certify that it has caused this Plat Amendment to be prepared and hereby consents to the recordation of this Plat Amendment.

IN WITNESS WHEREOF, the undersigned set his hand this _____ day of _____, 2014.

Park City Redevelopment Authority

ACKNOWLEDGMENT

State of Utah

County of Summit

On this _____ day of _____, 2014, _____ personally appeared before me, the undersigned Notary Public in and for said state and county. Having been duly sworn, _____ acknowledged to me that he is authorized _____ and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

A Notary Public commissioned in Utah

Printed Name

Residing in: _____

My commission expires: _____

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that SKYLER, LTD., the undersigned owner of the herein described tract of land, to be known hereafter as KNUDSON SUBDIVISION, does hereby certify that it has caused this Plat Amendment to be prepared. SKYLER, LTD., hereby consents to the recordation of this Plat Amendment.

In witness whereof, the undersigned set his hand this _____ day of _____, 2014.

SKYLER, LTD.

Gary Knudson, Manager

State of _____;

ss:

County of _____;

ACKNOWLEDGMENT

On this _____ day of _____, 2014, Gary Knudson personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, Gary Knudson acknowledged to me that he is the Manager of SKYLER, LTD., organized and existing under the laws of the State of Utah for and in behalf of said company for the uses and purposes stated therein and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

A Notary Public commissioned in Utah

Printed Name

Residing in: _____

My commission expires: _____

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that MARYA, LLC., a Utah limited liability company, the undersigned owner of the herein described tract of land, to be known hereafter as KNUDSON SUBDIVISION, does hereby certify that it has caused this Plat Amendment to be prepared. MARYA, LLC., hereby consents to the recordation of this Plat Amendment.

In witness whereof, the undersigned set his hand this _____ day of _____, 2014.

MARYA, LLC., a Utah limited liability company

Gary Knudson, Manager

State of _____;

ss:

County of _____;

ACKNOWLEDGMENT

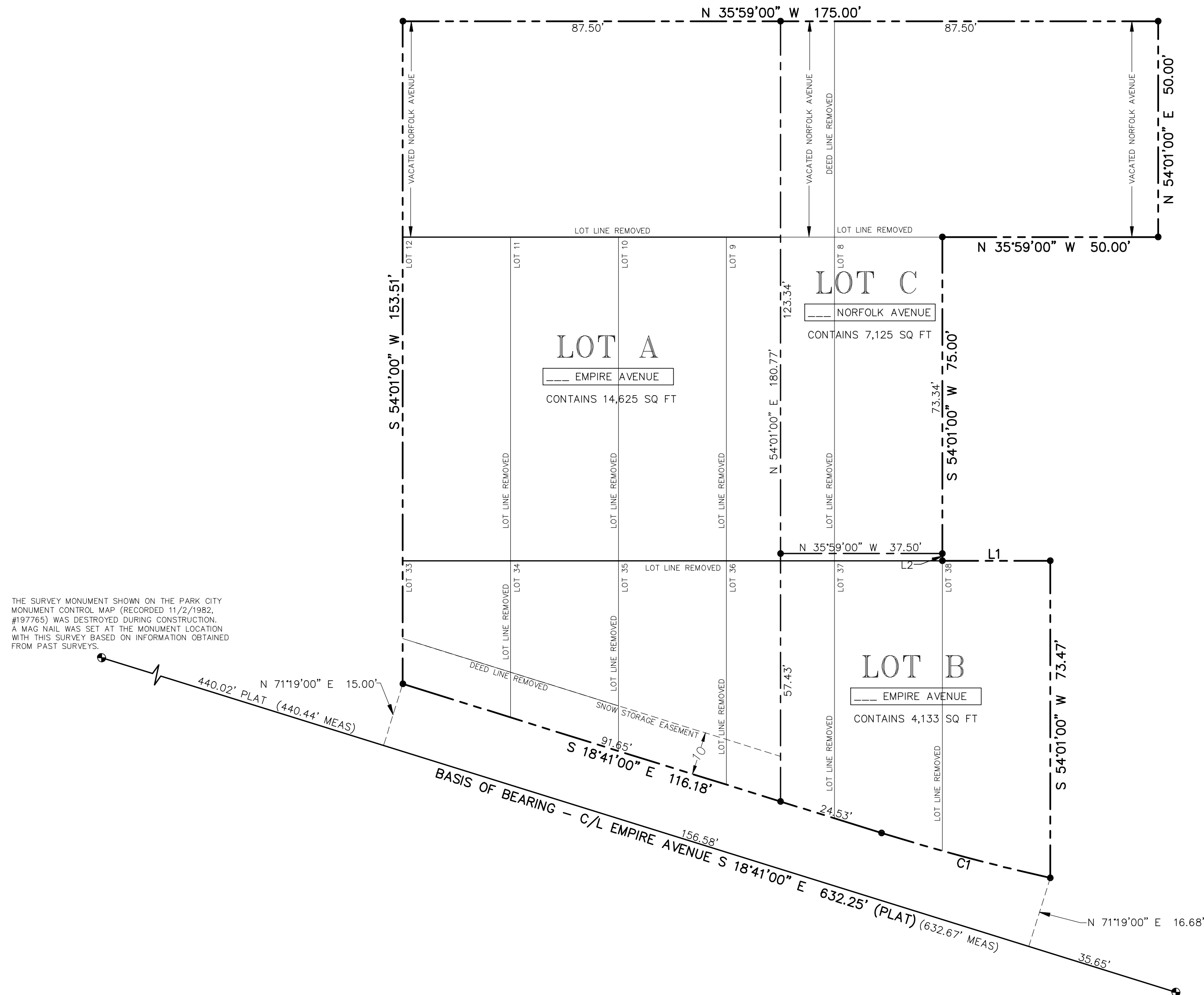
On this _____ day of _____, 2014, Gary Knudson personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, Gary Knudson acknowledged to me that he is the Manager of MARYA, LLC., a Utah limited liability company, organized and existing under the laws of the State of Utah for and in behalf of said company for the uses and purposes stated therein and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

A Notary Public commissioned in Utah

Printed Name

Residing in: _____

My commission expires: _____



LEGEND

- 5/8" rebar w/cap to be set, ALLIANCE ENGR/LS 154491

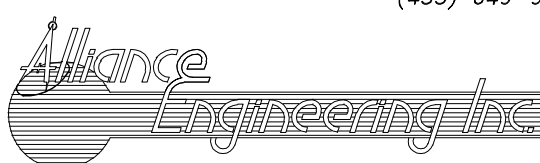
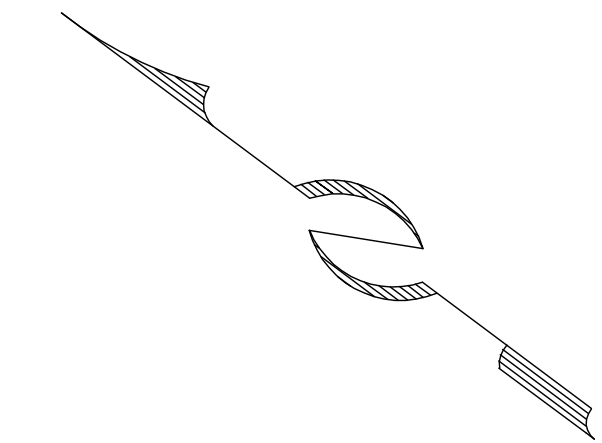
LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 35°59'00" E	25.00
L2	S 54°01'00" W	1.66

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	485.00	40.45	4°46'43"

A RE-SUBDIVISION OF PLATTED LOTS AND RIGHT-OF-WAY
BLOCK 19, SNYDER'S ADDITION TO PARK CITY SURVEY

KNUDSON SUBDIVISION

LOCATED IN THE NORTH HALF OF SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



(435) 649-9467

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____

DAY OF _____, 2014 A.D.

BY _____
S.B.W.R.D.

PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2014 A.D.

BY _____
CHAIRMAN

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2014 A.D.

BY _____
PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS _____ DAY OF _____, 2014 A.D.

BY _____
PARK CITY ATTORNEY

CERTIFICATE OF ATTEST

I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2014 A.D.

BY _____
PARK CITY RECORDER

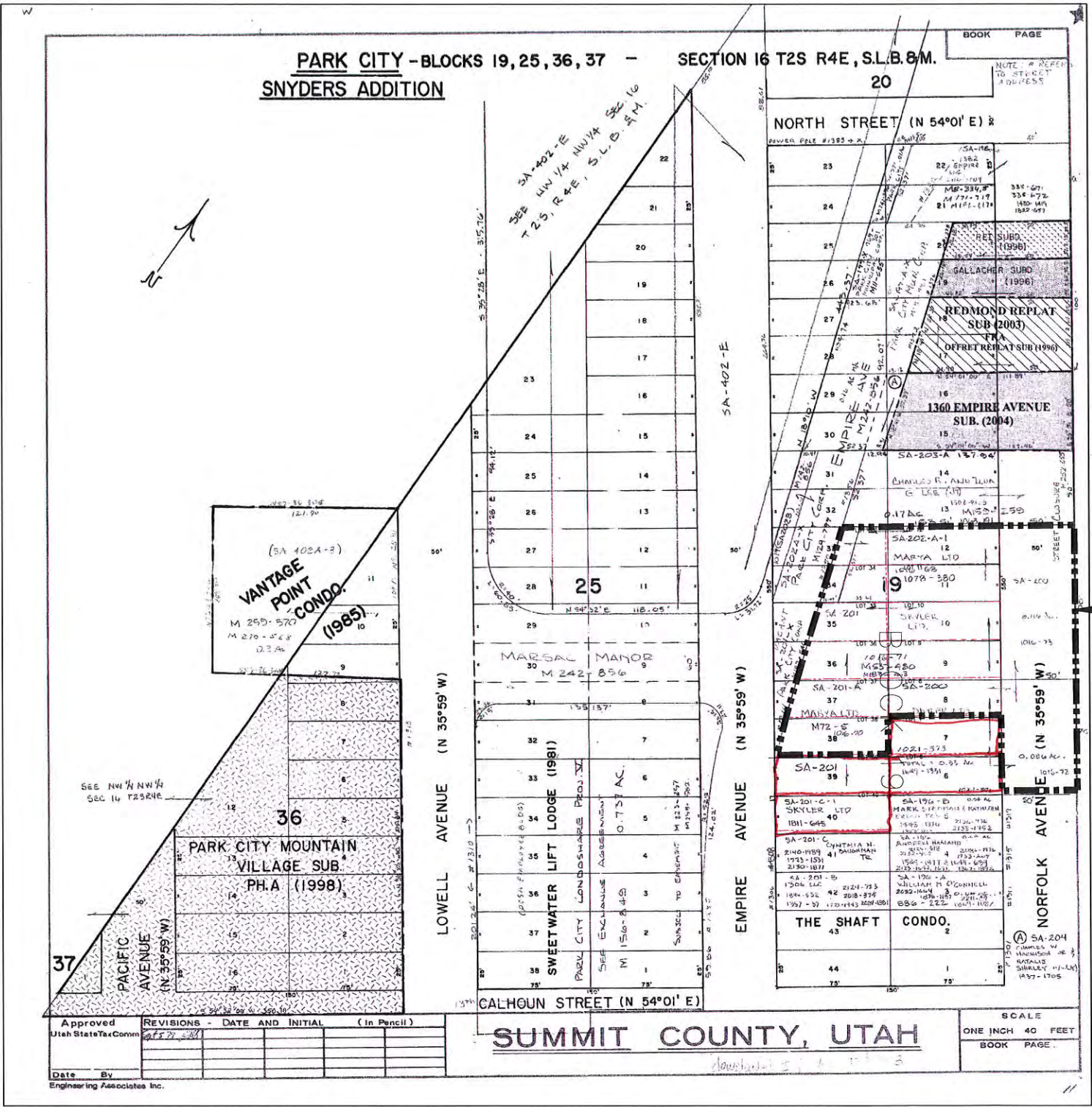
COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2014 A.D.

BY _____
MAYOR

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____ DATE _____ TIME _____ BOOK _____ PAGE _____
FEE _____ RECORDER _____



NOTE:
1. In addition to Lots in this subdivision, Lots 6 & 7 and Lots 39 & 40, are owned by Gary Knudson, under the entity, Skyler LTD.

KNUDSON SUBDIVISION

LOCATED IN SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



STAFF:
STEVE SCHUELER
MARSHALL KING

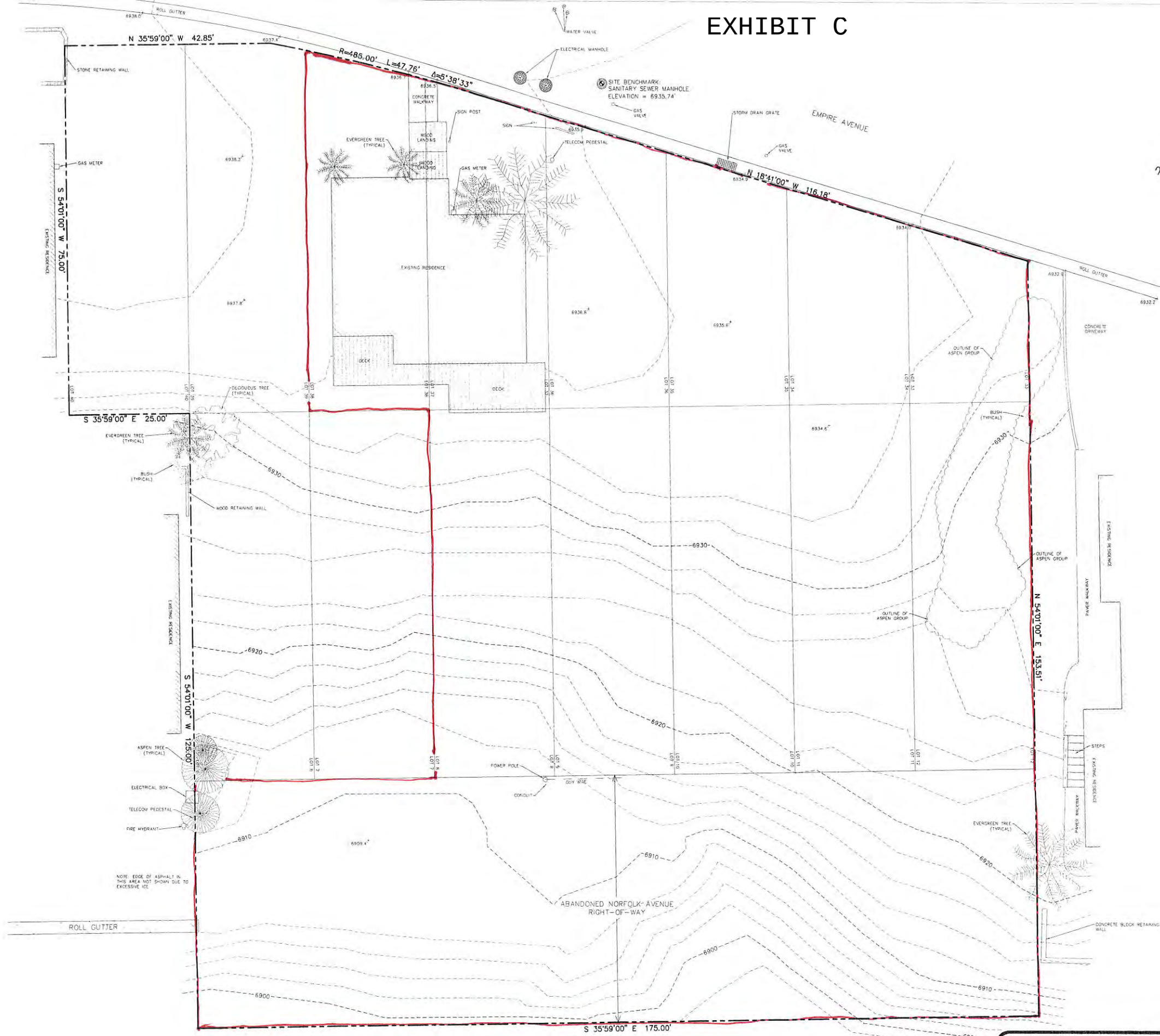
DATE: 12/31/13

OWNERSHIP PLAT
KNUDSON SUBDIVISION
SNYDER'S ADDITION

FOR: PCMC
JOB NO.: 6-12-13
FILE: X:\Snyder's Addition\dwg\plat2013\061213-support.dwg

SHEET
1
OF
1

EXHIBIT C



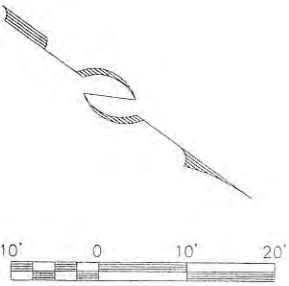
SURVEYOR'S CERTIFICATE

I, Martin A. Morrison, do hereby certify that I am a registered land surveyor and that I hold certification no. 4938739 as prescribed under the laws of the State of Utah. I further certify that a topographic survey has been made under my direction of the lands shown and described hereon. I further certify that this topographic survey is a correct representation of the land surveyed at the time the field work was completed and is in compliance with generally accepted industry standards for accuracy.

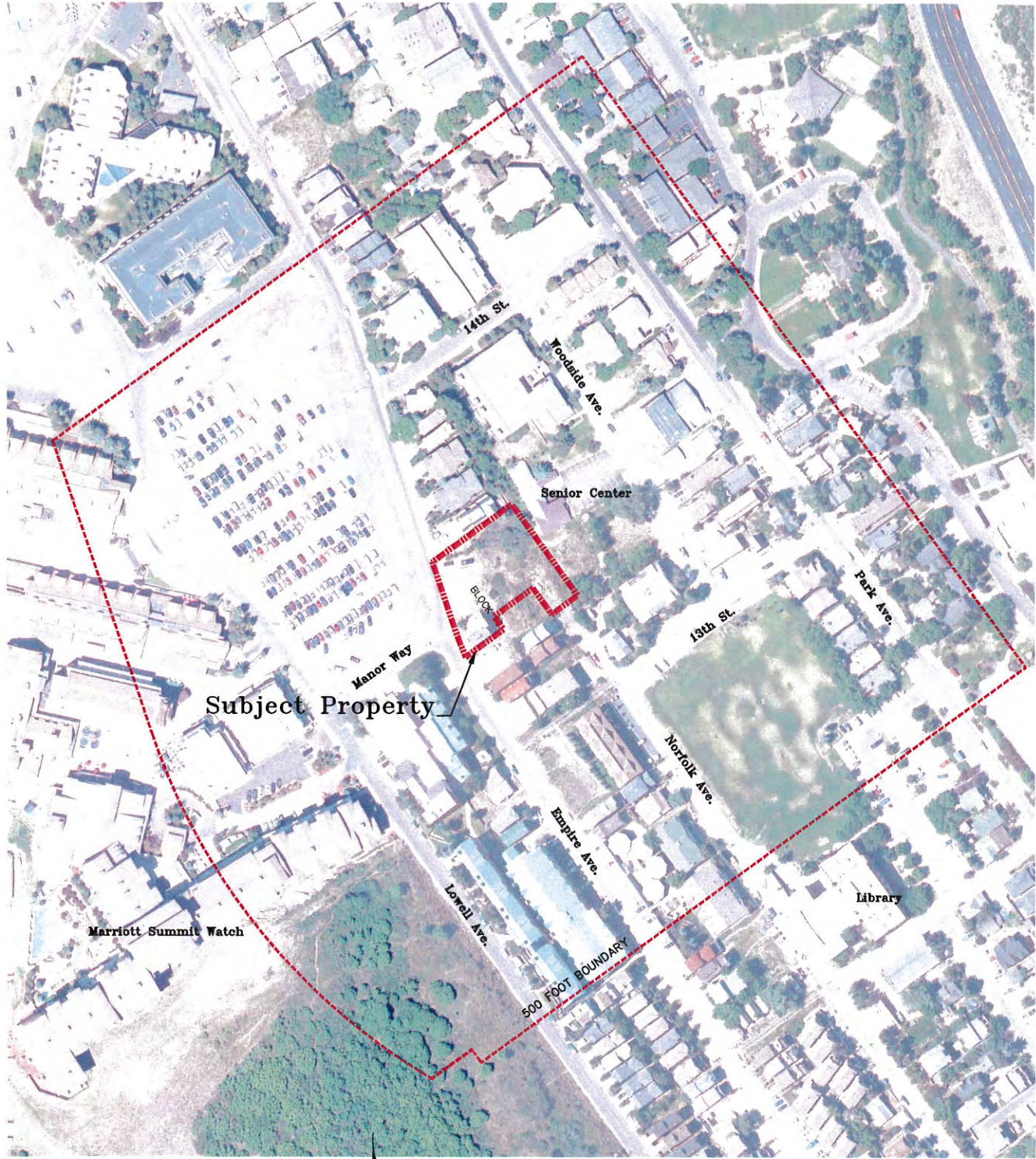


NOTES

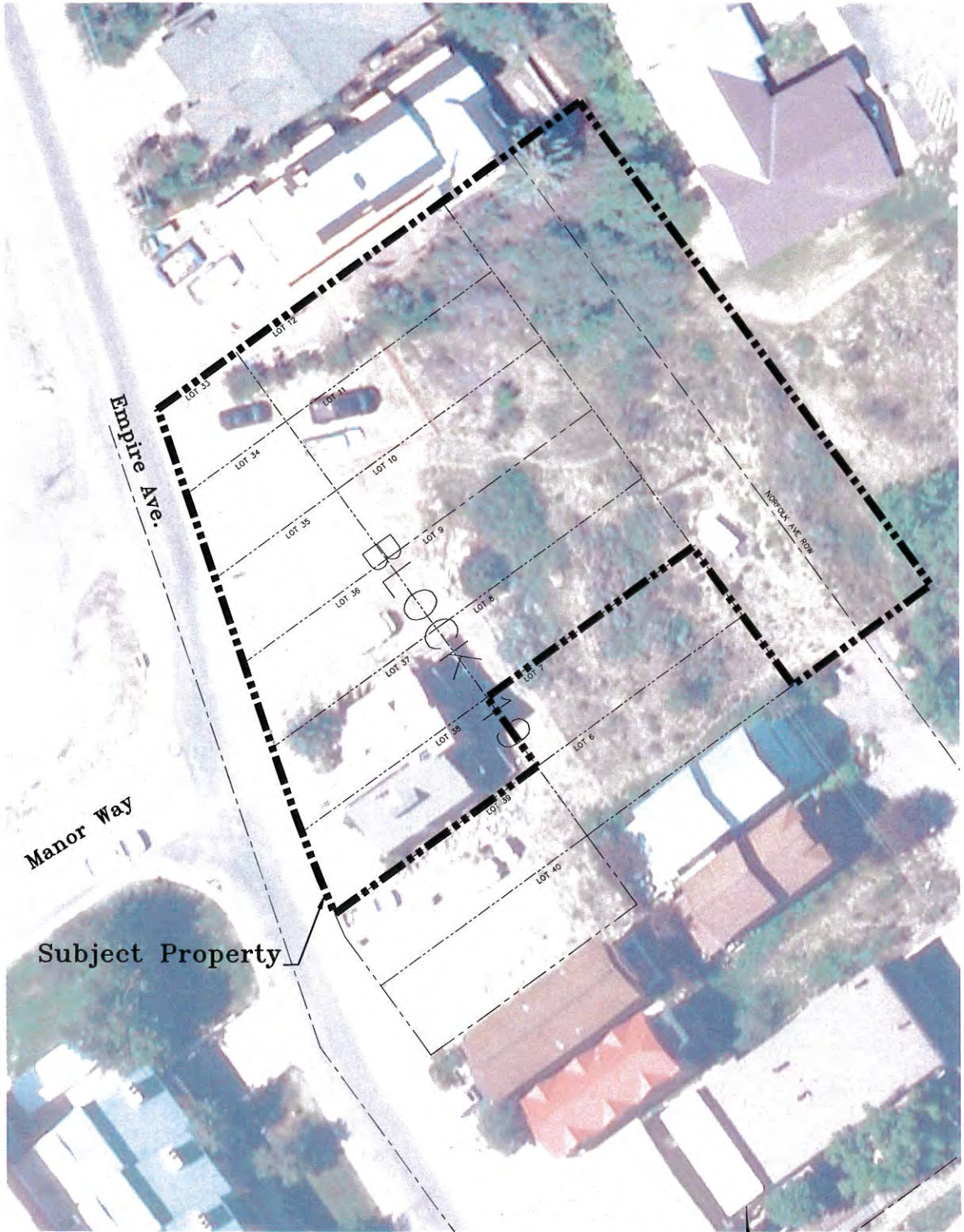
1. Site Benchmark: Sanitary Sewer Manhole Elevation=6935.74'
2. The architect is responsible for verifying building setbacks, zoning requirements and building heights.
3. This topographic map is based on a field survey performed on January 21, 2014.
4. Property corners were not set.
5. Snow coverage at the time of the survey was approximately 1'-2'. As a result, actual elevations may vary from elevations shown on this survey. In addition, monuments, improvements and/or conditions may exist which are not shown on this survey.



 (435) 649-9487 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664	STAFF: MARSHALL KING MARTY MORRISON HARRISON HOLLEY	EXISTING CONDITIONS & TOPOGRAPHIC MAP BLOCK 19, SNYDERS ADDITION	SHEET 1 OF 1	
	DATE: 1/24/14	FOR: PARK CITY MUNICIPAL CORPORATION JOB NO.: 6-12-13 FILE: X:\SnydersAddition\dwg\srvt\topo2013\061213.dwg		



500 FOOT EXHIBIT



20 SCALE SITE PLAN



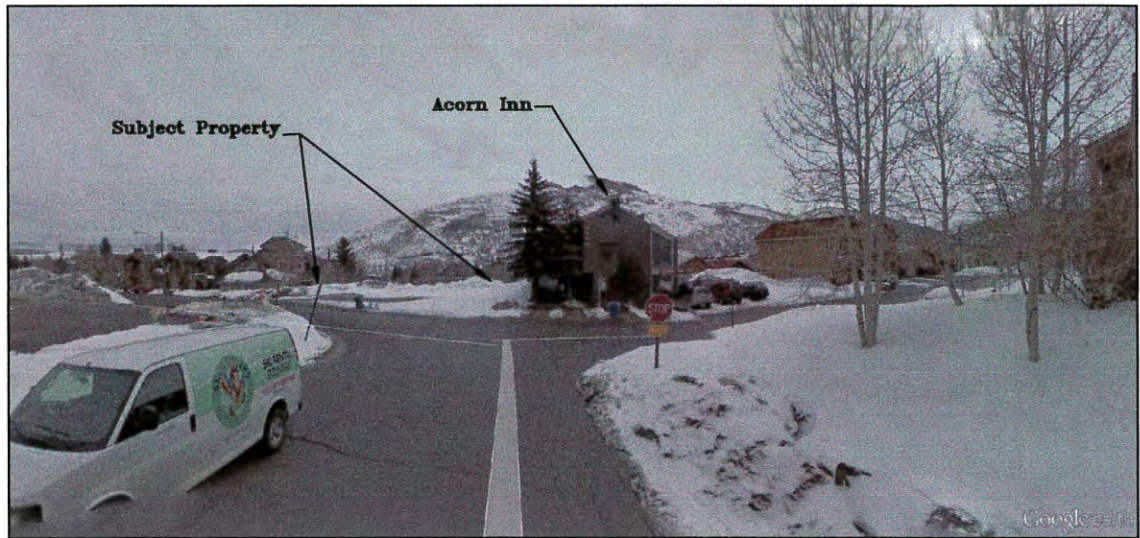
KNUDSON SUBDIVISION

LOCATED IN SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

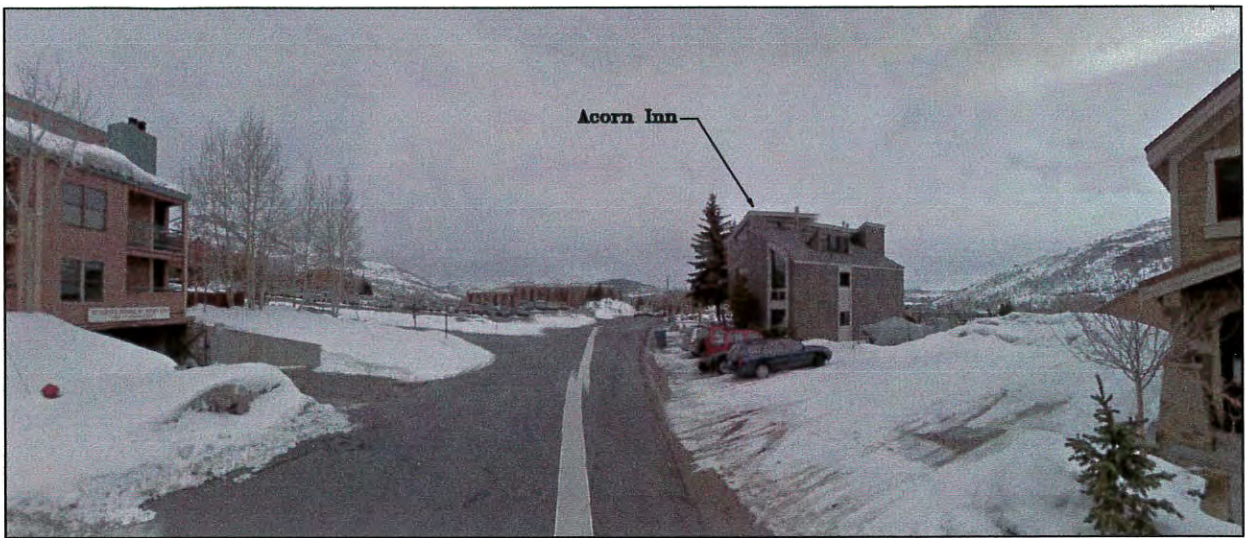
NOTE:
1. In addition to Lots in this subdivision, Lots 6 & 7 and
Lots 39 & 40, are owned by Gary Knudson, under the
entity, Skyler LTD.

 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2654 Park City, Utah 84060-2654	(435) 649-9467 STAFF: STEVE SCHUELER MARSHALL KING DATE: 12/31/13	ORTHO-PHOTOS KNUDSON SUBDIVISION SNYDER'S ADDITION FOR: PCMC JOB NO.: 6-12-13 FILE: X:\Snyder's Addition\dwg\plat2013\061213-support.dwg	SHEET 1 OF 1
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EXHIBIT E



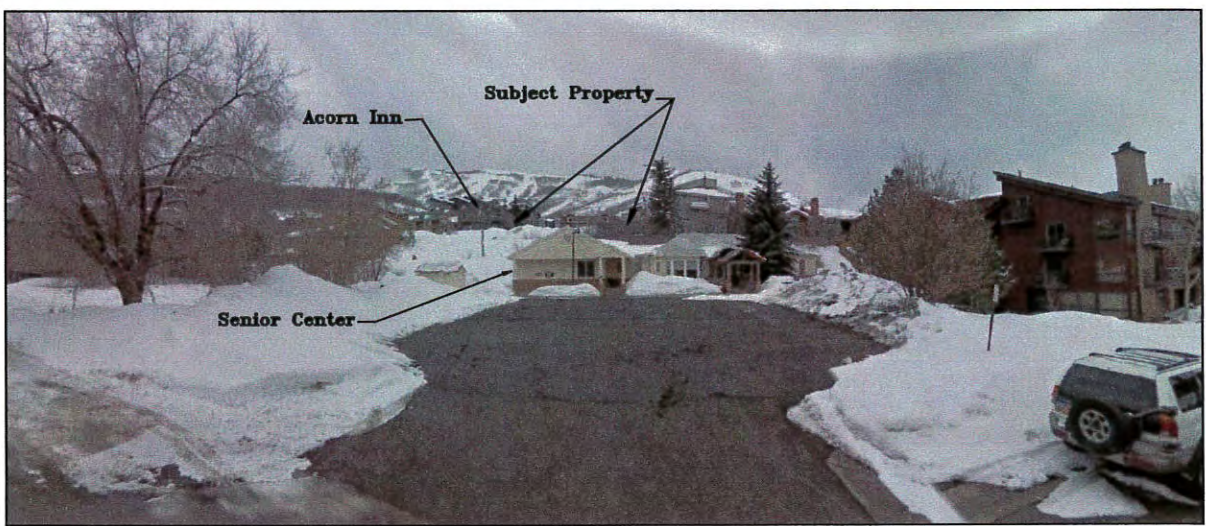
LOOKING EAST FROM MANOR WAY



LOOKING NORTH FROM EMPIRE AVE.



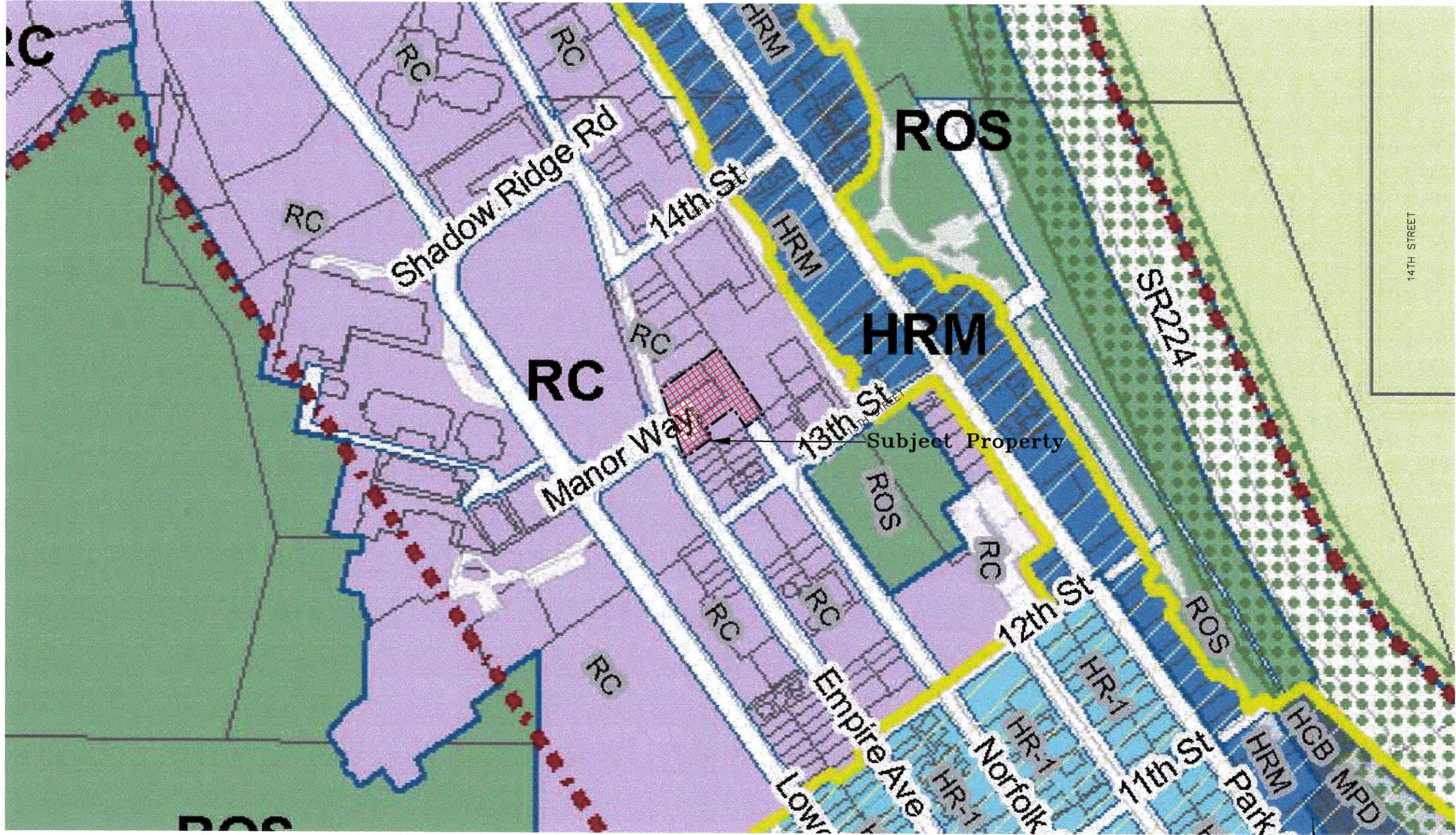
LOOKING SOUTH FROM EMPIRE AVE.



LOOKING WEST FROM NORFOLK AVE.

RECEIVED
DEC 31 2013
PARK CITY
PLANNING DEPT.

 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street, P.O. Box 2884 Park City, Utah 84060-2884	(435) 649-9487 STAFF: STEVE SCHUELER MARSHALL KING DATE: 12/31/13	STREETSCAPE IMAGES KNUDSON SUBDIVISION SNYDER'S ADDITION FOR: PCMC JOB NO.: 6-12-13 FILE: X:\Snyder's Addition\dwg\plat2013\061213-support1.dwg	SHEET 1 OF 1
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KNUDSON SUBDIVISION

LOCATED IN SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



RED HATCHING IS FOR ILLUSTRATIVE PURPOSES ONLY



STAFF:
STEVE SCHUELER
MARSHALL KING
DATE: 12/31/13

ZONING MAP
KNUDSON SUBDIVISION
SNYDER'S ADDITION
FOR: PCMC
JOB NO.: 6-12-13
FILE: X:\Snyder's Addition\dwg\plat2013\061213-support.dwg

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DEC 31 2013
PARK CITY
PLANNING DEPT.

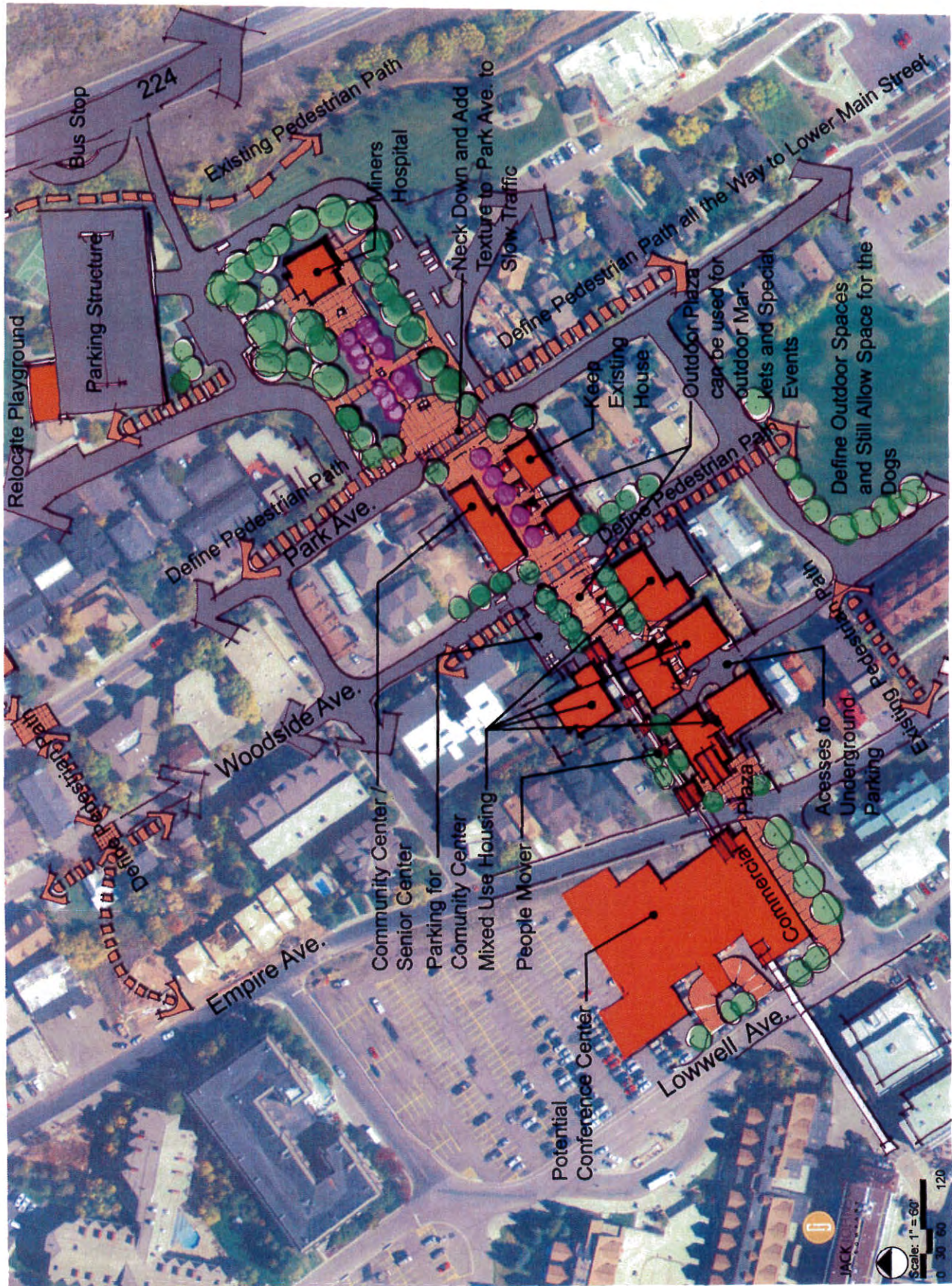


EXHIBIT H



January 23, 2014

Gary Knudson
PO Box 511
Park City, UT 84060

NOTICE OF PLANNING DIRECTOR DETERMINATION

Project Address: 1314 & 1350 Empire Avenue
Project Description: Plat Amendment
Project Number: PL-14-02202
Date of Action: January 23, 2014

ACTION TAKEN BY PLANNING DIRECTOR:

Per Land Management Code (LMC) 15-7.1-6(A) an Owner of the land or his representative shall file with the Planning Department an Application for the approval of a final Subdivision Plat. The application shall include all contiguous holdings of the Owner, unless specifically waived by the Planning Department and Planning Commission, including land in the "same ownership," as defined herein, with an indication of the portion which is proposed to be subdivided, accompanied by an affidavit of ownership, which shall include the dates the respective holdings of land were acquired, together with the book and page of each conveyance to the present Owner as recorded in the County Recorder's office. The affidavit shall advise as to the legal Owner of the Property, the contract Owner of the Property, the date a contract of sale was executed, and, if any corporations are involved, a copy of the resolution legally empowering the Applicant to make the Application.

The Planning Director finds that Gary Knudson is not required to subdivide the contiguous holdings located at and around 1314 & 1350 Empire Avenue. Rather,

the applicant may move forward with the request for a three lot plat amendment at 1314 & 1350 Empire Avenue only.

Findings of Fact:

1. The property is located at 1314 & 1350 Empire Avenue within the Recreation Commercial (RC) District.
2. The applicants are requesting to combine eleven (11) lots and the adjacent abandoned Norfolk Avenue ROW containing a total of 25,883 acres into three (3) lots of record. Currently, the property includes Lots 8-12, Lots 33-38, and the abandoned Norfolk Avenue ROW of Block 19 within the Snyder's Addition survey area of Park City.
3. The plat amendment is necessary in order for the applicants to move forward with the City's RDA redevelopment efforts and improvements, which include a possible east/west pedestrian connection from Miner's Hospital to PCMR, as well as remove lot lines under the Acorn Inn and provide access for Lot C to Norfolk Ave.
4. New additions to the Acorn Inn would require adherence to current setbacks as required in the RC District.
5. The property at 1314 Empire Avenue is contiguous with the 2 lots (Lots 39 & 40) directly south along Empire Avenue as well as the 2 lots (Lots 6 & 7) directly south of Lot C.
6. The applicant submitted an application for a plat amendment on December 31, 2013.
7. The Planning Commission will review the application for a three (3) lot subdivision on January 29, 2014.
8. Staff learned that Gary Knudson owned the contiguous property directly south and southeast of 1314 Empire Avenue (Lots 6, 7, 39, & 40) on January 14, 2013.
9. Gary Knudson has directly expressed interest in not subdividing the other 4 lots contiguous to 1314 Empire Avenue (Lots 6, 7, 39, & 40). The property contiguous to 1314 Empire Avenue is not already developed and the owner does not intend to develop this property at this time.
10. There are no existing structures on the 4 contiguous lots (Lots 6, 7, 39, & 40).

Conditions of Approval

1. All standard conditions of approval shall apply.
2. Any modifications to the property contiguous to 1314 Empire Avenue (Lots 6, 7, 39, & 40) will require the applicant to submit a plat amendment application to the Planning Department.

If you have any questions regarding this determination, please don't hesitate to

contact the Planning Department at 435-615-5060.

Sincerely,

A handwritten signature in black ink, appearing to read "Th. Eddington Jr.", with a stylized flourish at the end.

Thomas E. Eddington Jr., AICP, LLA
Planning Director

CC: Christy J. Alexander, AICP
Planner II

City Council/Planning Commission Staff Report



Subject: General Plan
Author: Thomas Eddington, Planning Director
John Paul Boehm, Planner
Date: February 13, 2014
Type of Item: Legislative Discussion

Based upon the February 5, 2014 Joint City Council/Planning Commission meeting, the Mayor and City Council agreed to continue their group discussion and invite the Planning Commissioners to the next regularly scheduled meeting for the City Council – February 13th. This meeting is an opportunity to confirm policy direction and gain additional public input prior to the next City Council public hearing regarding the General Plan on February 27, 2014. The following report is comprised of those issues that were not addressed at the February 5th meeting due to a lack of time (please note that the exhibits from that meeting's report are not included in this packet; if needed, please bring the prior packet for reference).

Because both City Council and Planning Commission have already reviewed the entire document, staff recommends that City Council establish a process for the February 13th meeting that will allow maximum discussion on items where a majority of City Council does not agree with the Planning Commission and minimize discussion on items where both Planning Commission and City Council agree.

That process *could* simply go as follows:

- The Mayor brings up the first issue, density, and ask City Council if they agree with the whole Planning Commission recommendation. If a majority of Council does not agree, identify that as an area for discussion, but move on immediately to the next item to determine if there is agreement or disagreement.
- Go to the next topic, TDRs. If a majority of City Council does not agree with the Planning Commission recommendation, identify that as an area for discussion and move to the next topic.
- Continue to do the same with all of the other topics.
- Once the Mayor and City Council have quickly moved through that process, they will know how many items require detailed discussion and can establish a timetable for the evening.
- The Mayor and Planning Commission chair can then walk the group through the issues where a majority of City Council does not agree with the Planning Commission.

Re-cap of Prior Meetings

Planning Commission Meetings – January 15th and 22nd, 2014

The primary purpose of the Planning Commission meetings on January 15th and 22nd was to address the following policy/formatting issues that were raised in the December 11th Planning Commission meeting:

- **Document length/format**
- **Density**
- **TDRs and density**
- **Inter-jurisdictional TDRs**
- **Salt Lake City – Park City Connectivity**
- **Annexation**
- **Review of the Trends/Appendices section**

The Planning Commission discussed these issues during the January 15th meeting and requested staff to make several changes to the document based on that discussion. Staff then brought the requested changes back to the Planning Commission during the January 22nd meeting to ensure that the requests had been met. The following is a summary of the policy and formatting discussions that Staff would like the City Council and Planning Commission to discuss and confirm direction:

Document Format – At the February 5th meeting the City Council and Planning Commission agreed with Staff's approach to the General Plan – a Volume I with Goals and Strategies and a Volume II with supporting documentation.

Density – The Planning Commission agreed with staff that in order to achieve the City's goal of providing additional affordable and middle-income housing, density would have to increase in certain areas within the City. The areas that were identified as appropriate for increased density were Bonanza Park, the commercial (mixed-use) portion of Prospector, Lower Park Avenue, and the resort areas of PCMR and Deer Valley Resort. **The Planning Commission felt that it was also important to specifically state that the primary resident neighborhoods are not appropriate areas for increased density.** The Commission requested staff to remove any language that would encourage increased density in the existing neighborhoods. Staff has made changes in the Neighborhoods section of the General Plan to meet this request. Staff has also removed Main Street and Quinn's from the Nodal Development Map (pg. 27, Volume I) to avoid any confusion regarding additional density in these areas.

During the February 5th Joint Meeting, the Planning Commission, City Council and public each had the opportunity to identify areas, on a map, that they thought were appropriate for additional density and not appropriate for additional density. The results of that exercise were as follows:

- Members of the public:
 - Thaynes: 2 appropriate; 1 not appropriate
 - Park Meadows: 4 not appropriate

Bonanza Park:	3 appropriate; 1 not appropriate
Prospector:	No results
Resort Center:	2 appropriate
Old Town:	2 appropriate (LOPA)
Masonic Hill:	No results
Lower Deer Valley:	No results
Upper Deer Valley:	No results
Quinn's:	2 appropriate

- City Council:

Thaynes:	1 not appropriate
Park Meadows:	3 appropriate
Bonanza Park:	3 appropriate
Prospector:	1 appropriate (commercial area)
Resort Center:	1 appropriate
Old Town:	2 appropriate (LOPA)
Masonic Hill:	1 not appropriate
Lower Deer Valley:	No results
Upper Deer Valley:	4 not appropriate
Quinn's:	1 not appropriate
- Planning Commission:

Thaynes:	2 appropriate; 2 not appropriate
Park Meadows:	2 not appropriate
Bonanza Park:	5 appropriate
Prospector:	No results
Resort Center:	1 appropriate
Old Town:	1 appropriate; 2 not appropriate
Masonic Hill:	2 not appropriate
Lower Deer Valley:	3 appropriate
Upper Deer Valley:	2 not appropriate
Quinn's:	1 appropriate; 2 not appropriate

It is important to remember that the input received from the public, while important is not representative of the entire community. The Mayor and City Council, as the elected representatives of the people, are the group that is best suited to represent the entire community.

Based on this feedback, staff recommends that Bonanza Park and Lower Park Avenue continue to be planned for affordable and middle income housing opportunities. These areas have the best opportunities for mixed use development as well - creating a full service neighborhood. Based upon the input provided, it is worth noting that additional opportunities may exist in other neighborhoods and should be explored as part of the City's ongoing housing efforts.

TDRs – Staff asked the Planning Commission if they agreed with the recommended receiving zones within the City for the Transfer of Development Rights program. The Commission agreed that Bonanza Park, PCMR/LOPA, and the Snow Park area of Deer Valley were appropriate for consideration as receiving zones. The Commission reiterated that they did not feel that the Huntsman property was an appropriate receiving zone for inclusion in the General Plan at this time. This area has not been analyzed in as much detail as the other sites. The Commission also asked staff about the possibility of considering the Quinn's Junction area as a receiving zone. Staff explained that due to the density limitations in the current MPD for Quinn's, this area would not be appropriate as a receiving zone.

Inter-jurisdictional TDRs – The Planning Commission acknowledged the challenges associated with implementing inter-jurisdictional TDRs but agreed with staff that this concept should at least be explored in the future. The Commission directed staff to remove the possible receiving zones in Summit County from the map on page 19 of the Small Town section.

Salt Lake City – Park City Connectivity – Staff had asked the Planning Commission whether or not they supported the concept of exploring alternative modes of transportation to connect SLC and PC. After discussing the viability of several of the proposed modal options, the Commission agreed that the City should at least proactively look into what options might work in the future.

Annexation Expansion Area - During the January 15, 2014 Planning Commission meeting, the Commission requested additional information to further understand the effects of the Annexation Expansion Area (AEA). The information regarding annexation was incorporated into the staff report for the January 22nd Planning Commission meeting. This information outlines and clarifies the annexation process. At that meeting, staff walked the Commissioners through the specific areas that were recommended for inclusion within the Annexation Expansion Area. The following narrative outlines why these areas are recommended for inclusion within the AEA:

- The proposed AEA to the northeast of the current City boundary will allow the City to bring much of our acquired and protected open space within Round Valley into the City limits. In addition, the proposed expansion of the AEA east of SR40 will allow the City to jointly plan this area in conjunction with the County recognizing that the General Plan recommends this area to generally be preserved as open space with the consideration of a wildlife corridor over SR40 in the future. Preserving this area along the corridor preserves one of the gateways to the City while also recommending any future development be directed to the existing development nodes of Silver Creek/Summit to the north (where the land is zoned by the County as Community Commercial –

CC) and the east side of SR40 at Quinn's Junction to the south where the County has the land zoned by the County as Service Commercial (SC). At the January 22nd meeting, the Planning Commission recommended increasing the AEA a bit further to the east – to the school district line along the northern section of the land area being recommended and east to the County line along the southern area of the land discussed. The Planning staff supports this recommendation; such boundary will provide the best opportunities to protect and plan for this area.

- The proposed AEA to the southeast of the current City boundary will allow the City to ensure that the south gateway to the City will be preserved, specifically in light of the anticipated development that will result as part of the Jordanelle Basin entitlements. Again, the General Plan recommends protecting the corridor from sprawl and concentrating any future development into nodes – in this case, in the Jordanelle Regional Special Planning Area and not allowing corridor creep toward the north.
- The proposed AEA to the south of the current City boundary will allow the City to better understand the ±700 units that make up the entitlements in Bonanza Flats and Brighton Estates. Any development in this area would have significant impacts upon the City in terms of both environmental and transportation (Guardsman Pass) issues. The inclusion of this area within the City's AEA will allow the City to look at opportunities to cluster future development and/or create a TDR sending zone that would further the protection of this area in its current state.
- The proposed AEA to the west of the current City boundary will allow the City to clean up the existing AEA boundary by following existing property lines. In addition, the proposed AEA expansion to the northwest of the City along SR224 will allow the City to actively plan within the area to protect the gateway to the City (just before you get to the McPolin Barn). There may be opportunities in this area to look at clustering and/or the creation of a TDR sending zone to protect some of these entitled lands (Ivers' property).

It is worth noting that the Annexation Expansion Area that is included in the General Plan is the recommended area for the City to consider formally adopting as part of the Annexation Policy Plan in Chapter 8 of the LMC pursuant to state code procedure. This process involves public noticing, public input, Planning Commission review and recommendation to the City Council and, ultimately, adoption by the City Council.

Trends – The Planning Commission requested a review of the Trends section of the General Plan at the January 22nd meeting. The Commissioners requested staff to include language tying the case studies found in this section to Park City to help strengthen the relevance of these studies. The Planning Commission also requested staff to make several minor changes to some of the graphs/charts/graphics found in this section. These changes will be presented to the City Council at the February 27th meeting.

Staff believes that these discussions on formatting and policy have been adequately addressed and resolved. Unless there is a difference of opinion, staff will move into the City Council's public hearing process based upon the positive recommendation made by the Planning Commission on January 22nd. Staff is requesting the Planning Commission and City Council to confirm that these issues have been resolved.

Additional Changes/Requests

Prior to forwarding a positive recommendation of the General Plan to the City Council, the Planning Commission requested staff to make the following changes:

- Add additional language to provide services that support affordable housing
- Add a strategy that specifically addresses the Recycling Center
- Discussion of Goal 15, Strategy 15.13 that recommends the use of a Licensed Architect/Landscape Architect for MPDs, CUPs, and HDDRs

Staff would like discussion regarding these items.

City Council/Planning Commission Joint Meeting – February 5th, 2014

At the February 5th Joint Meeting, the City Council and Planning Commission confirmed that the proposed format change addressed the prior concerns regarding length and organization of the document. Additionally, the 16 Goals of the General Plan were reviewed and several changes were made to the Goal headings to in order to clarify their intent. Those changes were as follows:

- GOAL 1: Park City will protect undeveloped lands, discourage sprawl, and direct growth inward to strengthen existing neighborhoods **and ensure preservation of place.**

Staff is requesting clarification on whether or not to include the phrase "...and ensure the preservation of place."

- GOAL 2: Park City will ~~emphasize and preserve our sense of place while collaborating with the Wasatch Back and Salt Lake County City region~~ through regional land use and transportation planning.
- GOAL 3: ~~Public transit, biking, and walking will be a larger percentage of residents' and visitors' utilized mode of transportation.~~ Park City will encourage alternative modes of transportation on a regional and local scale to maintain our small town character.
- GOAL 5: Environmental Mitigation: Park City will be a leader in energy efficiency and conservation of natural resources reducing greenhouse gas emissions by ~~at least~~ fifteen percent (15%) below 2005 levels in 2020.
- GOAL 7: ~~Lifelong~~ Life-cycle Housing: Create a diversity of ~~primary~~ housing opportunities to ~~accommodate~~ address the changing (socio-economic?) needs of residents.

Staff is requesting clarification on whether or not to include the term “socio-economic” in this goal.

- GOAL 8: Workforce Housing: Increase affordable housing opportunities ~~and associated services~~ for the workforce of Park City.
- GOAL 9: Parks & Recreation: Park City ~~shall will~~ continue to provide unparalleled parks and recreation opportunities for residents and visitors.
- GOAL 10: Park City ~~shall will~~ provide world-class recreation and public infrastructure to host local, regional, national, and international events ~~thus that~~ further~~ings~~ Park City's role as a world-class, multi-seasonal destination resort ~~without compromising our sense of community.~~
- GOAL 11: Support the continued success of the ~~multi-seasonal~~ tourism economy while preserving the community character that adds to the visitor experience.
- GOAL 16: Maintain ~~the Main Street District~~ as the heart of the City for ~~cultural tourism for visitors and residents alike~~ residents and encourage cultural tourism in the district for visitors.

Written Comments Received at the Public Outreach Meetings – Group Discussion

- Consider the limited water supply and somehow pace development so that any increase can be sustained without impacting existing development. In the future the most limiting factor in growth in the west will be water. This should be specifically addressed in the plan.
- Where in the plan does it mention construction mitigation? The recent construction projects on Main Street have created impacts that conflict with the Goals in the Historic Character section of the General Plan. There should be a specific strategy in the plan to address these impacts.
- No chain stores on Main Street - e.g. Gap, Trader Joe's
- I am very concerned about the air quality issues that we face. It seems we could greatly reduce the automobile traffic coming into Park City with a frequent, reliable light rail system that would connect to the SLC airport. I would like to see this as a longer term goal.
- I think almost everyone will agree that our biggest problem is traffic. Not just in town, but up and down the canyon. The inversion in Salt Lake should have everyone up here as well. That is our future. We won't be drawing tourists at all with poor air quality and we will get our small town back, but not in the way that we want.

The parking resources for Main Street do not meet today's needs and with pending completion of several rehabilitation projects of commercial buildings, we foresee an immediate need for additional parking for Main Street. Essentially, we are at a period of time that if people are unable to park to visit Main Street over the next few years, we will then create a pattern in people's minds to not visit Main Street. Once that pattern is set, it will be difficult to change. While multimodal transportation will be a long term solution, we need to address the current problem now. Best solution is to identify property on the periphery of Main Street where people can park and will be in close proximity to Main Street so they can walk. We need to get them out of their cars before they get to Swede Alley. (get them out of their cars instead of having them circle the narrow streets). Maybe consider a new Strategy: identify locations for additional parking for Main Street on the periphery of the district while long term multi-modal strategies are developed.

Another quick addition is page 81 - 2nd column – add the Egyptian Theatre along with the Kimball Art Center and Museum.

Next Steps

At this point, the Planning Commission has completed their detailed review of the General Plan and forwarded a positive recommendation to the City Council. The next steps in the process are as follows:

February 25 th	Public Outreach (at the MARC - to be confirmed)
February 27 th	Public Hearing at City Council
March 6 th	Public Hearing and Vote on the General Plan