



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
February 3, 2022**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its Regular Meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah 84060 for the purposes and at the times as described below on Thursday, February 3, 2022. To participate virtually, follow the public meeting information at www.parkcity.org.

WORK SESSION

3:45 p.m. - City Council Rules of Order and Procedure

4:00 p.m. - Review and Adjust City Council Liaison Assignments for 2022

[2022 Council Liaisons Staff Report](#)

[Exhibit A: 2022 Council Liaison List](#)

4:30 p.m. - Review and Approve City Council's Protocols

[Council Protocols Staff Report](#)

[Exhibit A: Council Protocols](#)

5:00 p.m. - Review the Live Park City Lite Deed Restriction Pilot Program

[Live Park City Staff Report](#)

[Exhibit A: Vail Economic Impact Study](#)

[Exhibit B: Live Park City DR Language Redlines](#)

[Exhibit C: Live Park City Process Outline](#)

[Exhibit D: Application](#)

[Exhibit E: Advisory Committee Resolution](#)

[Exhibit F: Live Park City Budget Ordinance](#)

[Exhibit G: Live Park City Budget Policies Chapter 6](#)

5:45 p.m. - Break

REGULAR MEETING - 6:00 p.m.

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communications Reports

1. December 2021 Budget Monitoring Report and November 2021 Sales Tax Report
[Monthly Budget and Sales Tax Staff Report](#)
[Exhibit A: December 2021 Revenue Report](#)
[Exhibit B: December 2021 Expense Report](#)
[Exhibit C: November 2021 Sales Tax](#)
2. Deer Valley Resort Overflow Parking
[Deer Valley Overflow Parking Staff Report](#)
[Exhibit A: 2019-2020 Deer Valley Peak Day & Overflow Protocol](#)
[Exhibit B: 2020 - 2021 Temporary Deer Valley Peak Day & Overflow Protocol](#)
[Exhibit C: 2021-2022 Deer Valley Peak Day & Overflow Protocol](#)
3. Park City Fire District Temporary Use of Mine Bench Property
[PCFD Mine Bench Temporary Use Staff Report](#)

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

IV. CONSIDERATION OF MINUTES

1. Consideration to Approve the City Council Meeting Minutes from January 13, 2022
[January 13, 2022 Minutes](#)

V. CONSENT AGENDA

1. Request to Authorize the City Manager to Execute a Professional Services Agreement, in a Form Approved by the City Attorney, with Aqua Engineering, Inc., to Design the 2022 Water Line Replacement Projects, in an Amount Not to Exceed \$50,000.00
[2022 Water Line Replacement Design Staff Report](#)

VI. OLD BUSINESS

1. Consideration to Approve an Encroachment Agreement, as Required by the Extension of City Council's December 5, 2019 Approval of Ordinance No. 2019-60, an Ordinance Approving the 245 Woodside Plat Amendment, and Ordinance No. 2021-32, Approving a One-Year Extension of the 245 Woodside Plat Amendment, Located at 245 Woodside Avenue, Park City, Utah
(A) Public Hearing (B) Action
[245 Woodside Avenue Staff Report](#)
[Exhibit A: Project Plans](#)
[Exhibit B: Draft Encroachment Agreement](#)
[Exhibit C: Ordinance No. 2019-60](#)
[Exhibit D: Ordinance No. 2021-32](#)

VII. NEW BUSINESS

1. Consideration to Approve Ordinance 2022-06, an Ordinance Approving the Park City Film Studios First Amended Subdivision, Park City, Utah.
(A) Public Hearing (B) Action
[Film Studios Subdivision Staff Report](#)
[Exhibit A: Ordinance 2022-06](#)
[Exhibit B: Applicant's Letter of Intent Re Subdivision](#)
[Exhibit C: Original Plat Park City Film Studios](#)
[Exhibit D: Proposed Plat Amendment](#)
2. 2022 Legislative Update

VIII. ADJOURNMENT

IX. PARK CITY HOUSING AUTHORITY MEETING

I. ROLL CALL

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

III. NEW BUSINESS

1. Discuss Deer Valley's Snow Park Housing Obligation Calculation
(A) Public Input
[Deer Valley Housing Obligation Staff Report](#)
[Exhibit A: Deer Valley Housing Obligation Calculation Plan](#)

IV. 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. Public comments can be accepted virtually. To comment virtually, use eComment or raise your hand on Zoom. Written comments submitted before or during the meeting will be entered into the public record, but will not be read aloud. For more information on participating virtually and to listen live, please go to www.parkcity.org.

*Parking is available at no charge for Council meeting attendees who park in the China Bridge parking structure.

Council Agenda Item Report

Meeting Date: February 3, 2022

Submitted by: Margaret Plane

Submitting Department: Legal

Item Type: Work Session

Agenda Section:

Subject:

3:45 p.m. - City Council Rules of Order and Procedure

Suggested Action:

Attachments:

Council Agenda Item Report

Meeting Date: February 3, 2022

Submitted by: Michelle Downard

Submitting Department: Executive

Item Type: Work Session

Agenda Section:

Subject:

4:00 p.m. - Review and Adjust City Council Liaison Assignments for 2022

Suggested Action:

Attachments:

[2022 Council Liaisons Staff Report](#)

[Exhibit A: 2022 Council Liaison List](#)



City Council Staff Report

Subject: Council Liaison Assignments
Author: Michelle Downard
Department: Executive
Date: February 3, 2022
Type of Item: Work Session

Summary Recommendation

Review and approve City Council Liaison scope and assignments for 2022 during a work session on February 3, 2022.

Analysis

The Mayor and Councilmembers have recently held numerous liaison positions on PCMC boards and commissions, partner organizations, stakeholders, and in support of local non-profits. Liaisons gather important stakeholder input and help to keep fellow councilmembers and staff informed. Liaison assignments mostly include non-voting and observational roles, yet some are formal voting roles. Traditionally, the Mayor and City Council have used the annual retreat to reassess the time commitments, scope, etc.

First, consider a discussion surrounding the scope, intent, and overall capacity for liaison assignments. Broadly weigh the value of the liaison assignments with consideration of the impact vs. time requirement. Second, consider and finalize liaison assignments for 2022.

Exhibit

Exhibit A 2022 Council Liaison List

EXHIBIT A- 2022 CITY COUNCIL LIAISON LIST

ENTITY	Type	Primary or Co-Primary Liaison	Alternate	Staff
PCMC BOARD				
BOARD OF ADJUSTMENT (BOA)	Observing	"At will" attendance		Gretchen Milliken
Board of Appeals	Observing	"At will" attendance		Dave Thacker
Forestry Advisory Board	Observing	"At will" attendance		Mike McComb
HISTORIC PRESERVATION BOARD	Observing	"At-will" attendance		Gretchen Milliken
LIBRARY BOARD	Non-voting	Nann Worel	Max Doilney	Adriane Juarez
PLANNING COMMISSION	Observing	At will attendance		Gretchen Milliken
PUBLIC ART ADVISORY BOARD (attend qtrly)	Non-voting	Nann Worel	Becca Gerber	Jenny Diersen
PCMC COMMITTEE				
CITIZENS OPEN SPACE ADVISORY COMMITTEE (COSAC) (attend qtrly)	Non-voting	Andy Beerman	Max Doilney	Heinrich Deters
FRIENDS OF THE FARM	Non-voting	Tim Henney		Minda Stockdale
POLICE COMPLAINT REVIEW COMMITTEE (PCRC)	Non-voting	Steve Joyce	Nann Worel	Michelle Downard; Wade Carpenter
SPECIAL SERVICES CONTRACT SUBCOMMITTEE	Voting	Becca Gerber/Steve Joyce		Jed Briggs; Heinrich Deters; Margaret Plane
RDA TAXING ENTITY COMMITTEE	Voting	Andy Beerman	Tim Henney	Matt Dias
RECREATION ADVISORY BOARD (RAB)	Non-voting	Max Doilney		Ken Fisher; Tate Shaw
LGBTQIA+ TASK FORCE	Non-voting	Tim Henney		Lynn Ware Peek
HOUSING TASKFORCE	N/A	Becca Gerber		Jason Glidden
AFFORDABILITY & SOCIAL EQUITY	N/A	Max Doilney		Adrianne Juarez; Ken Fisher; Leah Langan; Lynn Ware Peek
TRANSPORTATION (PREVIOUSLY JTAB)	N/A	Nann Worel		Sarah Pearce
AUTHENTIC LOCAL CULTURE	N/A	Tim Henney		Jenny Diersen; Katrina Kmak; Tate Shaw
ENVIRONMENTAL LEADERSHIP	N/A	Steve Joyce		Luke Cartin; Clint McAfee; Heinrich Deters
JOINT PC/SUMMIT COUNTY ORGANIZATION				
JOINT CITY/COUNTY ECONOMIC TASK FORCE	Non-voting	Steve Joyce/Becca Gerber		Jonathan Weidenhamer
SENIOR CENTER / AGING ALLIANCE (attend qtrly)	Non-voting	Nann Worel	Steve Joyce	Jonathan Weidenhamer
SUMMIT COUNTY ORGANIZATION				
COUNCIL OF GOVERNMENTS (COG)	Voting	Andy Beerman	Steve Joyce	Matt Dias
PARK CITY FIRE SERVICE DISTRICT ADMINISTRATIVE CONTROL BOARD	Voting – 4 year term	Tim Henney	Andy Beerman	Fire Marshal/Park City Fire District
SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	Voting – 4 year term	Steve Joyce		Clint McAfee
SUMMIT COUNTY BOARD OF HEALTH	Non-voting	Nann Worel		Matt Dias
SUMMIT COUNTY SOLID WASTE PLANNING COMMITTEE	Non-voting	Tim Henney	Andy Beerman	Matt Dias
SUMMIT MOSQUITO ABATEMENT DISTRICT	Voting	Staff		Troy Daley
PARTNER AGENCY				
COLORADO ASSOCIATION OF SKI TOWNS (CAST)	Voting	Andy Beerman/Becca Gerber	Max Doilney	Matt Dias
ENVIRONMENTAL PROTECTION AGENCY (EPA)	N/A	Andy Beerman/Steve Joyce		Matt Dias
FEDERAL DELEGATION	N/A	Andy Beerman	Rotates depending on issue	Matt Dias
CENTRAL WASATCH COMMISSION	Voting	Max Doilney		Matt Dias
MOUNTAINLANDS ASSOCIATION OF GOVERNMENTS (MAG)	Voting	Andy Beerman	Council	Matt Dias
2030 OLYPMIC BID	N/A	Andy Beerman	Max Doilney	Matt Dias
PARK CITY SCHOOL DISTRICT (PCSD)	Non-voting	Nann Worel	Max Doilney	Matt Dias; Jonathan Weidenhamer
ROCKY MOUNTAIN POWER	Non-voting	Andy Beerman	Nann Worel	Luke Cartin
UTAH LEAGUE OF CITIES AND TOWNS (ULCT); LEGISLATIVE POLICY COMMITTEE	Voting	Andy Beerman	Max Doilney	Matt Dias
PUBLIC UTILITIES	Non-voting	Steve Joyce		Clint McAfee; Tom Daley

ENTITY	Type	Primary or Co-Primary Liaison	Alternate	Staff
NON-PROFIT				
ARTS & CULTURE DISTRICT Liaison	Non-voting	Nann Worel	Andy Beerman	Jenny Diersen
BRIGHT FUTURES	Non-voting			Lynn Ware Peek
COMMUNITIES THAT CARE	Non-voting	Nann Worel		
EARLY CHILDHOOD ALLIANCE	Non-voting	Nann Worel		
HABITAT FOR HUMANITY	Non-voting	Tim Henney	Nann Worel	
HISTORIC PARK CITY Alliance (HPCA)	Non-voting	Becca Gerber	Steve Joyce	Jonathan Weidenhamer
MENTAL WELLNESS ALLIANCE (Exec - NW)	Non-voting	Nann Worel		Matt Dias
MOUNTAIN MEDIATION	Non-voting	Nann Worel		Mark Harrington
MOUNTAINLANDS COMMUNITY HOUSING TRUST	Non-voting	Tim Henney	Becca Gerber	Jason Glidden
NATIONAL ABILITY CENTER	Non-voting	Nann Worel		
PARK CITY AREA LODGING ASSOCIATION	Non-voting	Max Doilney	Becca Gerber	Jonathan Weidenhamer
PARK CITY CHAMBER/BUREAU BOARD OF DIRECTORS	Non-voting	Max Doilney	Tim Henney	Matt Dias
PARK CITY HISTORICAL SOCIETY	Non-voting	Nann Worel	Tim Henney	Aiden Lillie
PARK SILLY SUNDAY MARKET	Non-voting	Steve Joyce	Max Doilney	Jenny Diersen
PC TOTS	Non-voting	Nann Worel		
PC UNIDOS	Non-voting	Staff - spanish speaking	Andy Beerman	
PEACE HOUSE	Non-voting	Nann Worel		Rhoda Stauffer
PROSPECTOR SQUARE	Non-voting	Steve Joyce	Nann Worel	Matt Dias; Jonathan Weidenhamer
RECYCLE UTAH	Non-voting	Becca Gerber	Max Doilney	Luke Cartin
REGIONAL TRAILS GROUP / MOUNTAIN TRAILS	Non-voting	Andy Beerman		Heinrich Deters
SKI UTAH	Voting	Max Doilney	Becca Gerber	Matt Dias
SUMMIT LANDS CONSERVANCY	Non-voting	Tim Henney	Andy Beerman	Heinrich Deters

Council Agenda Item Report

Meeting Date: February 3, 2022

Submitted by: Michelle Downard

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

4:30 p.m. - Review and Approve City Council's Protocols

Suggested Action:

Attachments:

[Council Protocols Staff Report](#)

[Exhibit A: Council Protocols](#)



City Council Staff Report

Subject: Council Protocols
Author: Michelle Downard
Department: Executive
Date: February 3, 2022
Type of Item: Work Session

Summary Recommendation

Review, discuss and consider approving updated City Council 2022 Protocols.

Analysis

The Open and Public Meetings Act (OPMA), [Utah Code § 52-4](#), regulates public bodies when conducting business and hosting public meetings. City Council Protocols have been used for well over a decade to supplement OPMA and help implement [Park City Code 2-4-5, Relationship of City Council to Administrative Service](#). The City Council Protocols also outline best practices for communication of requests, questions, liaison responsibilities, and responding to emails from the public.

Overall, the City Council Protocols are intended to provide clarity and establish consistent processes for navigating communications involving the Council, community, and staff. Each year, the City Council's Protocols are reviewed during the annual retreat. Most recently, this occurred on [June 17, 2021](#). Incremental amendments included recognition of how the Council Protocols supplement OPMA and Park City Code, the process to request future agenda items during Communications and Disclosures, and providing each other with feedback on a one-on-one basis. In addition, the Council adopted a relatively new process for emails from the public, including an auto-reply from Council_Mail@parkcity.org.

Given the desire for unconstrained policy discussions at this year's retreat, we are presenting this item to Council during a regular work session.

Department Review

The Legal and Executive Departments have reviewed this report.

Exhibit

A Park City Council Protocols



City Council Protocol – Operating Guidelines

The Open and Public Meetings Act (OPMA), [Utah Code § 52-4](#), regulates public bodies when conducting business and hosting public meetings. Council Protocols supplement OPMA and help implement [Park City Code 2-4-5, Relationship of City Council to Administrative Service](#). The protocols outline best practices for communication, provide clarity and establish consistent processes for navigating communications involving the Council, community, and staff.

Protocol 1: Council Requests for Simple Information

- a) City Council should direct requests to City Manager, Deputy City Manager, or Managers – with cc to City Manager.

Protocol 2: Council Requests for Research on Topic

- a) City Council should direct requests to City Manager, Deputy City Manager, or Managers – with cc to City Manager.
- b) If the project will require more than 2 hours of staff time, City Manager will determine whether the request requires City Council direction. If so, City Manager will seek informal or, if necessary, formal direction from the City Council.

Protocol 3: Resident Request of Council for Service

- a) Refer requests directly to City Manager, Deputy City Manager, or Managers – with cc to City Manager.
 - 1) If the service request is within the scope of the current service policy, the issue will be addressed as soon as possible.
 - 2) If the service request is for a new or significantly expanded service, the issue will be referred to the City Council for direction (consistent with Protocol 4, Council Request to Place an Item on the Agenda).
 - 3) If the Council Member wishes to be notified of the outcome, the Council Member will request notification at the time of the referral.
- b) If an email question is sent to the Mayor or designee and City Council, the Mayor or designee may respond to the individual.
- c) If the Mayor and City Council receive a staff-related issue, the Mayor will forward the email to the City Manager, with a cc to Human Resources.
- d) The Mayor and Council may agree to implement an auto-reply to Council_Mail@parkcity.org email acknowledging receipt of public input.
- e) If the Mayor and City Council receive an email that is public input on an issue, the Mayor or designated City Council member may also respond on behalf of the Mayor and Council, and send it to the appropriate staff person with a cc to the City Manager and to City Council.
- f) In addition to the Mayor or designee's email response, a City Council Member may also respond directly to the individual.

Protocol 4: Council Request to Place an Item on the Agenda

- a) A Council Member may request an item be placed on a future agenda during “Communications and Disclosures” or direct the request to the Mayor or City Manager directly. While Council may not discuss the merits of an issue not on the agenda, they may indicate support for a future discussion.
- b) Revisit the request at a later meeting for direction from the City Council.

Protocol 5: Council Questions on Agenda Item

- a) Make request directly to City Manager, Deputy City Manager, appropriate Manager, or the author of the staff report- with cc to City Manager.

Protocol 6: Communication to Council from Staff

- a) For material responses, communications should be sent to the Mayor and City Council as a group.
- b) If Staff is requesting a response in less than 24 hours, Staff must notify Council via phone call or text.
- c) If Staff sends packet additions fewer than 24 hours before a Council meeting, Staff must notify Council via text or phone call.
- d) Staff should include all Council Members, Mayor and City Manager in communications when related to a policy discussion.

Protocol 7: Staff Contact with Council

- a) Listen, but do not attempt to solve the problem.
- b) City Council and staff should refer employee issues to the appropriate supervisor, Human Resources Department or City Manager as needed.
 - 1) City Council and staff should inform City Manager of referral and basic situation.
 - 2) City Manager may be asked to explain the situation to the Council.

Protocol 8: Liaison Responsibilities

- a) City Council determines its liaison responsibilities.
- b) Keep fellow Council Members informed.
- c) When a liaison sees an agenda item for a board or commission where the liaison may be asked for an opinion or vote on a potentially controversial item the liaison will use best efforts to contact the other Council Members before the meeting to gather input.
- d) A liaison's opinion or guidance may be misinterpreted by others. It is important that others understand a liaison is providing information, not a policy position or direction. Liaisons should act with utmost care to avoid misinterpretation.
- e) If a liaison appears to have made a policy decision, it should be discussed with the Mayor. If the situation involves the Mayor, the discussion should be with the Mayor pro-tem.
- f) In the case where a new liaison is needed or a liaison would like to exchange roles with another Council Member, Council will discuss and determine the new liaison assignment as a group.
- g) A liaison may speak on behalf of Council in the context of a board or commission meeting when a policy decision has already been made by the Council.

Protocol 9: Spokesperson for City

- a) Generally, the Mayor or a member of the City Council speak for the City (as opposed to expressing their opinion as an elected official) only when they have been asked by the Mayor, on behalf of the Council, to do so.

- b) For major events or issues, including emergency situations, the City Manager or designee is the City's Spokesperson unless or until the Council designates a Spokesperson.

Protocol 10: Alerts

- a) The Mayor and Council can expect alerts on significant issues by text or phone.

Protocol 11: Conflict Among Council

- a) Try to work it out among yourselves.
- b) If you see a conflict continuing, provide feedback on a one-on-one basis, and help each other.
- c) Mayor will serve as mediator. If Mayor is part of the conflict, other Council Members should strive to assist with conflict resolution.
- d) It is not the role of the City Manager or other staff to resolve conflict between elected officials.

Protocol 12: Closed Session

- a) Closed session is only for the purposes in [Utah Code](#), City Code, or common law.
- b) Council to stay on topics for which the meeting was closed.
- c) Strategy or discussion during a closed session are not formal decisions. Formal decisions must be voted on in a public meeting.

Protocol 13: Council Meetings

- a) If late to meeting, call ahead of time. If unable to attend, inform the City Manager.
- b) Mayor presides over council meetings; if the Mayor is absent, the Mayor pro-tem presides.
- c) Mayor and Council should notify the City Manager and City Attorney of disclosures and recusals prior to meetings when possible, and mention the disclosure during Comments.
- d) Council should request to speak and the Mayor will recognize the individual by name.
- e) When there is anticipated public input or a public hearing, the order during an agenda item should be:
 - 1) Staff presentation;
 - 2) Technical questions from City Council. Council should refrain from policy comments until after the public hearing or public input is received;
 - 3) Open public hearing or input, take public comments, close public hearing or input;
 - 4) Policy related questions and discussion from Council;
 - 5) Call for a motion and a second. Once made, the Mayor will call for discussion or comment on the motion specifically; and
 - 6) Formal vote or summary of direction from Council.

Protocol 14: City Manager Updates

- a) City Manager provide a bi-weekly written updates on organizational issues.
- b) The City Manager will provide Monthly Budget Reports to City Council.

Protocol 15: Council Budget & Travel

- a) City Manager distributes approved budget after City Council adopts.
- b) City Manager monitors and informs Council of available funds.
- c) Council will be informally polled if travel is unanticipated.

Protocol 16: E-Communication

- a) All communications among and to Council Members should be courteous and professional. Under state law, a record is public unless there is an exception making it non-public.
- b) Some communications may be labeled private, protected, privileged, or otherwise identified as non-public. These communications may not be shared outside of City government. Communications requesting or receiving legal advice are privileged and confidential and may not be shared outside of City government.

Council Agenda Item Report

Meeting Date: February 3, 2022

Submitted by: Elyse Kats

Submitting Department: Community Development

Item Type: Staff Report

Agenda Section:

Subject:

5:00 p.m. - Review the Live Park City Lite Deed Restriction Pilot Program

Suggested Action:

Attachments:

[Live Park City Staff Report](#)

[Exhibit A: Vail Economic Impact Study](#)

[Exhibit B: Live Park City DR Language Redlines](#)

[Exhibit C: Live Park City Process Outline](#)

[Exhibit D: Application](#)

[Exhibit E: Advisory Committee Resolution](#)

[Exhibit F: Live Park City Budget Ordinance](#)

[Exhibit G: Live Park City Budget Policies Chapter 6](#)

City Council Staff Report

Subject: Live Park City Lite Deed Restriction Program
Author: Elyse Kats, Affordable Housing Specialist
Department: Housing
Date: February 3, 2022
Type of Item: Administrative

Recommendation

Receive a briefing and take public input for the Live Park City Lite Deed Restriction Program.

Executive Summary

One of the major underlying goals of the Park City Housing program is to facilitate a range of affordable, quality housing options to meet the life cycle needs of various economic levels. The Housing Team continues to research new tools to help make progress on this goal.

Several months ago, the Housing Team worked with the Town of Vail to consider and learn more about the [Vail InDeed](#) program and its success. As a result of that work, the Housing Team presented a draft model for the Park City Council to consider. After several work sessions, the Housing Team has responded to Council's questions and concerns and believes the draft program can help incentivize new and existing residents to place deed restrictions on their property in exchange for a cash payment from the City.

The goals of the draft program, called Park City Lite Deed Restriction, are to:

- Support full-time residents who want to remain in their homes;
- Provide down payment assistance for buyers who find market-rate units to be just out of reach financially; and
- Create an incentive for current homeowners to reserve their homes for long-term Park City residents to rent.

The following staff report provides background information and analysis of how the program could work if applied in Park City. It also makes recommendations for how the Housing Team, if directed, would implement the Live Park City - Lite Deed Restriction Program.

Background

Park City is amid an affordable housing crisis and the Vision 2020 process demonstrated that residents believe housing affordability is one of the highest policy priorities for our municipal government. Accordingly, the Housing Team is taking a multifaceted approach to preserving and adding to the housing inventory. For example, the City has the most aggressive inclusionary zoning requirements of any municipality in the entire State of Utah, builds and constructs its own affordable housing projects as the

developers, purchases units from the private market, and amended the Land Management Code to further incentivize the private sector development of affordable housing in Park City (Affordable Master Planned Development).

The Live Park City Lite Deed Program would add yet another tool for the Housing Team to add affordable housing units in Park City. The program has proven successful in other resort communities, such as Vail and Breckenridge. In Vail, Colorado, for example, the program places deed restrictions on existing homes in exchange for cash compensation. The Housing Team met multiple times with both Vail and Breckenridge to review their programs and learn the nuances of each town's deed restrictions and program implementation. The Vail InDeed program has added 167 units through 11.5M dollars invested. This is equal to 137K square feet of housing for locals in Vail.

The City Council held its first work session to discuss the program on July 15, 2021. The City Council unanimously encouraged further research and entertained a pilot program. An additional work session was held on November 11, 2021, and Council's primary feedback was that the application requirements for a PC program were too restrictive. Council recommended that the employment requirements be removed, which could broaden the reach of the program. Taking out the employment requirements also allows groups like seniors/ retirees to participate and focuses primarily on long-term residents in Park City.

Analysis

The Lite Deed Restriction Program ("Program") is just one more tool to hopefully increase – or at least maintain – the dwindling year-round housing stock within Park City. The Program would compensate homeowners who put a deed restriction on their property requiring that it is either occupied by a) the owner who is a full-time resident of Park City (minimum of 10 months a year), or b) a long-term renter (who leases premises for at least 6 months). The deed restrictions run with the property in perpetuity in exchange for a cash payment.

The value of each deed restriction will depend on several variables and was created after evaluating the programs in Vail and Breckenridge. Valuations are proposed on a combination of fair market value and how the property's location and characteristics align with City goals. The appraised value and how well the property aligns with City goals would determine the property's overall value to the City. In Vail and Breckenridge, compensation for a deed restriction typically ranges from 16-17% of the home's appraised value, but in some cases, the rates are as low as 14-15%. Homes that receive a lower rate likely did not meet the City's goals as well as those receiving a higher percentage. For example, a home within walking distance of transit would likely yield a higher return than a home far from transit.

Benefits of the Program

As other municipalities have demonstrated, this goal is to incentivize full-time residency and increase long term rental opportunities by:

- Allowing for a mixed approach to deed restrictions in Park City. Because the program does not include income or appreciation caps, it applies to a broad cross-section of Park City residents;
- Creating more full-time residents and fewer vacant units throughout town;
- Helping with employee recruitment by providing workforce housing options; and
- Decreasing worker turnover since employees are more likely to stay in a position longer when housing is not a concern.

The town of Vail conducted an economic development study that demonstrated the economic impacts of the Vail InDeed program. A copy of the study is Exhibit A.

Users of the Program

Existing Homeowners – can apply for a deed restriction and use funds to remodel or make repairs. Seniors also fit into this category as a cash infusion would help some with home repairs or improvements, especially if on a fixed income.

Future Homeowners – The Town of Vail has seen a lot of success in the form of down payment assistance. Providing 20% of home value in cash allows individuals just out of the Park City market with down payment assistance.

Property Investors – Because the deed restrictions allow long-term rentals, property investors can use the additional funding to make investments, while Park City gains extra rental units.

Local Employers – Local employers can also use the program to help purchase employee housing. Many small businesses buy property and rent to their employees. For example, Vail allows employers to buy larger, 3+ bedroom properties to help with recruitment and retention.

Retirees/Seniors – additional funding can be used for home improvements or to convert the property to a long-term rental. Downsizing allows some seniors to age in place.

Park City Housing Stock and Availability

The Housing Team conducts regular meetings with local realtors and the PC Board of Realtors. Together, we identified a price cap of approximately \$1 million. According to the PC Board of Realtors, there is a large pool of almost 1,000 potential properties not currently on the market but could opt into the program. For example, the Prospector area has 509 potential units which could be included in the program. The Old Town area has about 144 properties that could be targeted, and the Woodside area near the resort base has about 325. These numbers demonstrate a sufficient pool of properties, even in today's market.

The Housing Team recommends targeting properties in the Prospector and Woodside areas first. These neighborhoods are very walkable, on transit routes, and near our schools and business districts. They also have lower price points, which allows the

reach of the Program's money to go to additional units. Maintaining a price point of \$1M and under will allow the program to increase the total number of deed restrictions. Because of the price cap, the program would initially target units within multifamily condos and apartment buildings.

Deed Restriction Language

The deed restrictions will be different from the typical affordable housing deed restrictions we use because they do not contain income limits, appreciation caps, employment regulations, or other requirements. Exhibit B shows a draft deed restriction language.

Process

The process begins when a homeowner or buyer submits an application (Exhibit D). Once received, the Housing Team will obtain an appraisal and evaluate the appraised value in combination with additional criteria described in Exhibit C. The criteria found in the Advisory Committee Resolution includes furthering the General Plan goals and using the City's limited resources responsibly. The Housing Team provides a property evaluation and recommendation to a Council-appointed Advisory Committee. The Advisory Committee makes a recommendation to the City Manager for final approval. If approved, a Notice of Deed Restriction Purchase Agreement is signed by the homeowner and Park City. The recording will occur at the time of ownership transfer, or immediately, in the case of existing ownership.

Advisory Committee

To expedite implementation and meet the timeline of a typical home buying process, we propose forming an Advisory Committee to review and recommend action and negotiate the recommended cash value of a deed restriction. The recommendations are made to the City Manager for final approval, with the following limitations:

- Final approval delegated to the City Manager for properties receiving \$200,000 or less.
- Properties recommended receiving higher than \$200,000 require City Council approval.

The Advisory Committee would be appointed by City Council via a Resolution (Exhibit E) and could represent the following five organizations: Board of Realtors, Mountainlands Community Housing Trust, Habitat for Humanity, a lending/ banking professional, and Council representative.

Funding

Initially, the Housing Team proposes allocating \$1,000,000 from past sales of assets. Bond proceeds will not be recommended due to an affordable housing requirement.

If approved, a budget ordinance will be passed (Exhibit F), and the program language will be reflected in chapter 6 of the budget policies (Exhibit G). A new budget adoption will include the new Program and policies outlining City Manager and City Council authority for final approvals.

Attachments

- Exhibit A - Vail In-Deed – Impact Study
- Exhibit B - Deed Restriction Draft Language
- Exhibit C - Process Outline
- Exhibit D - Application
- Exhibit E- Advisory Committee Resolution
- Exhibit F- Budget Ordinance
- Exhibit G- Budget Chapter 6 Program Language

The Economics of Land Use



Revised Report

Economic Value & Community Benefits of Resident Housing Investment

Prepared for:

Vail Local Housing Authority

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1. Executive Summary

Background

The Town of Vail has made significant financial investments in resident housing over many decades. Such investments are rooted in an awareness that affordability and availability of housing for residents and the workforce benefit the broader Vail economy, business community, the overall community character, and the quality of the guest experience.

One of Vail's more innovation and effective investment strategies has been deed-restriction acquisitions, in which the Town appropriates funds annually to ensure that homes are available for residents and the workforce. A new deed restriction purchase program, called Vail InDEED, was recently created to ensure Vail meets its 2027 Vail Housing 2027 Strategic Plan goal of acquiring 1,000 additional resident housing unit deed restrictions by the year 2027.

In times of competing community investment priorities and alternatives, it is important that the benefits of resident housing investment are quantified and understood by the community and its leadership. For this purpose, the Vail Local Housing Authority (VLHA) contracted with Economic & Planning Systems (EPS) to quantify the economic value and community benefits of resident housing investment on the local economy and community.

Each investment in one resident housing unit generates an annual return as well as provides economic benefit.

#1 - The direct return back to the Town of Vail from an investment of \$65,000 in one unit of housing is **\$3,239 in the form of local sales tax and revenue for local students**. The annual return on investment to the Town is **5 percent** of the initial investment.

5.0%
Annual per-unit return on
investment to the Town of Vail

#2 - Nearly **\$312,500 is provided from one unit in the form of community benefits, economic value, and opportunity costs** to the community as a whole. This return to the community is more than four times the initial investment by the Town, resulting in an **investment multiplier of 4.81X**.

4.81X
Annual per-unit investment
multiplier

Metrics

At the root of the Town's resident housing investment policies, deed restricted homes ensure that year-round residents can live and work locally, which ripples through the economy and reinforces the stability of other sectors of the economy. It impacts the character of the community through greater potential civic/resident engagement and presence of school-aged children. It also improves the quality of the guest experience. In this analysis, these and other elements are presented collectively and stated in terms of the following broader metrics:



ECONOMIC VALUE

With an expanded inventory of housing, numerous sectors of the business community benefit, in that a portion of previously unfilled positions become filled. This increased economic activity ripples through the local economy supporting other business-to-business economic activity, as well as new household spending.

The annual economic value of an investment in **100 units of resident housing** (\$6.5 million) is:

- **\$18.1 million** as a result of an increase in filled positions,
- **\$2.6 million** in increased local household spending, and
- **\$116,000** in new local sales tax revenue.



COMMUNITY BENEFIT

Maintaining and sustaining a sense of community is fundamental to Vail's economy, its character, and its longevity. The presence of residents enhances the community's vitality and increases the quality of the guest experience. For those benefiting from resident housing, less time on the road may grant them flexibility to volunteer their time or be more engaged in the community. For visitors and guests, fewer unfilled positions means greater attentiveness to customers and a higher-quality guest experience.

The annual community benefits of an investment in **100 units of resident housing** (\$6.5 million) include:

- the elimination of over 40,000 commute hours resulting in **\$825,000** in the value of time savings,
- a reduction of **845 metric tons of carbon emissions (MTCO₂e)**,
- **\$207,000** in State of Colorado revenue in the form of back-fill for 26 school-aged children, and
- **\$1.2 million** in volunteer labor.



OPPORTUNITY COST

If it did not invest in resident housing, Vail would need to commit potentially greater monetary investments in structured parking and/or transit services. Moreover, not investing in resident housing also perpetuates the annual costs of worker turnover, new-hire training, and lost productivity in the business community.

The annual opportunity cost of an investment in **100 units of resident housing** (\$6.5 million) is:

- **\$11.3 million** in avoided construction cost for 113 parking spaces and
- **\$841,000** in saved costs to businesses for worker turnover, training, and lost productivity.

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2. Methodology

As noted in the introduction, this approach encompasses three main components of economic value and community benefit: the economic value; the community benefits; and the opportunity costs. This section outlines the data and assumptions for the analysis.

Data Sources

A variety of primary and secondary data sources were used in the analysis. Research and interviews also supplemented the quantitative and qualitative elements of the analysis. The following sources were essential to the construction of the methodology:

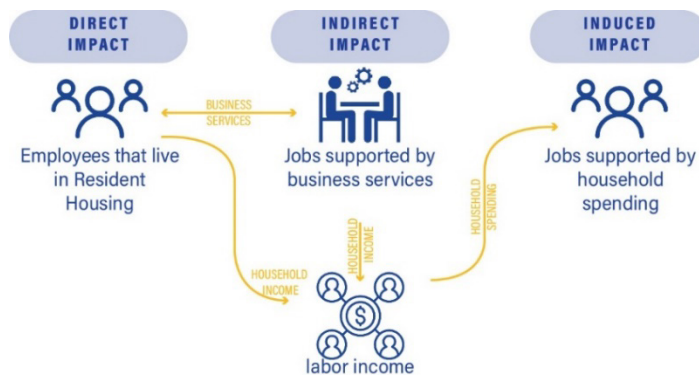
- U.S. Census Longitudinal Employee Household Dynamics. Prevalence of in-commuting workforce to Vail.
- Colorado Department of Labor & Employment, Quarterly Census of Employment & Wages. Number of jobs by industry for Vail.
- Colorado Statewide Nonprofit Industry Survey, 2018. Nonprofit industry jobs in Eagle County's workforce and the rate of per-capita volunteerism.
- U.S. Bureau of Labor Statistics. Value of volunteerism per hour.
- Colorado Department of Transportation. Aggregate vehicle miles travelled (VMT) in Eagle County.
- U.S. Environmental Protection Agency. Calculations for estimating carbon emissions.
- Eagle County Housing Study and Greater Roaring Fork Regional Resident & Employer Survey, 2018. For assumptions regarding rate of carpooling, persons per household, multiple job-holdings.
- IMPLAN. Input-output data for Eagle County at the zip code level.

Types of Economic Impacts

In terms of quantifiable economic contributions, metrics included in this analysis have been run through IMPLAN input-output modeling software. IMPLAN is structured to account for trade flows and industry profiles within the defined economic unit—in this case, the Town of Vail, as represented by the 81657 zip code. This type of modeling generates a trove of information, which when consolidated with other information, can be used to estimate the “multiplier effect” on an initial investment.

Specifically, a multiplier effect is a ratio that characterizes the relationship between the total of successive rounds of spending resulting from an initial investment combined with the initial investment itself. For example, the multiplier in this analysis is calculated as the composite per-unit economic value and community benefit divided by the Town’s per-unit investment.

There are also three layers of economic impacts. These layers are defined as they relate to Vail’s investment in resident housing:



Economic Impact Terminology

Direct Impacts are the dollar amounts of net new local resident spending and the net new economic activity related to greater number of filled positions. These dollar amounts refer to the first round of spending in an economy.

Indirect Impacts are the dollar amounts associated with the business-to-business relationships, such as the real estate activity, the purchase of equipment, or the demand for professional services such as legal, financial and administrative services that may be procured in the process of meeting demand for a “direct” industry’s good or service. These are referred to as the second round of spending.

Induced Impacts are activities resulting from the expenditures made by households of the direct and indirect industry jobs. They are typically retail and service-sector oriented impacts that are created by what is typically referred to as the third round of spending.

Assumptions

There are two main layers of assumptions in this analysis: 1) the overarching investment goal on which the analysis is based; and 2) the underlying assumptions used to quantify relationships between, for example, the number of persons per housing unit or the rate of carpooling among all in-commuting workers.

Resident Housing Investment

Housing Targets

As previously noted, the premise of this analysis is rooted in the Vail Housing 2027 Strategic Plan adopted goal of acquiring 1,000 additional resident housing unit deed restrictions by the year 2027. The goal means that the Town is targeting, on average, the acquisition of 100 deed restrictions units per year.



Housing Investment

Based on a detailed accounting of the most recent (116) deed restrictions placed on homes in Vail (between January 2017 and May 2019), data which were obtained from the VLHA, the Town invests an average of approximately \$65,000 per unit. It is against this core assumption that the metrics of return on investment and the overall investment multiplier are calculated.



Table 1. Vail InDEED Summary

Vail InDEED Program	Units	Price per Deed
2019 (YTD May)	11	\$94,618
2018	40	\$57,105
2017	65	\$65,000
Total	116	\$65,327

Source: Town of Vail; Economic & Planning Systems

Underlying Assumptions

The following are additional assumptions that quantify the relationship between housing units and persons, local job-holdings, net new jobs, and carpooling.

Jobs per Unit. Primary data collected locally and regionally indicate that there is an average of 2.2 jobs per household, meaning that 220 jobs would be represented by 100 households in 100 housing units.

Vail Jobs. As mentioned previously, the Vail InDEED program requires that a property be occupied as a primary residence by individuals who work a minimum of 30 hours per week in Eagle County. Based on an annualized 40-hour work week, this could be approximated as 75 percent of income (and thus, employment) is originated in Eagle County. For purposes of this analysis, it is an aggregated assumption that 75 percent of job-holders in the resident housing units are working in Vail (165 jobs).

Net New Jobs to Economy. The analysis also assumes that 75 percent of these Vail jobs held by occupants of resident housing units are net new to the economy (i.e. that they are filling unfilled positions or enabling employers to add new positions). This means that 124 of the 165 jobs are estimated to be new to economy, whereas the remainder of the 165 would have previously commuted in to their jobs in Vail.

Carpooling. Primary data collected regionally indicates that an average of 9 percent of the total in-commuting workforce carpool.



3. Economic Context

This section of the report provides the economic context including population, housing unit, and employment trends for the Town of Vail in relation to Eagle County as a whole.

Population

Between 2000 and 2017, the Eagle Valley grew by a population of approximately 10,280, which translates to 605 residents per year. Total population reached 45,770 in 2017 (**Table 2**). In 2017, Vail represented approximately 12 percent of the Valley population, but had captured only 9 percent of the Valley's population growth since 2000.

Housing Units

Growth in housing inventory in Vail outpaced population growth considerably (**Table 3**). By a factor of more than two to one, more than 1,800 housing units were added to the Town's housing unit inventory, indicating that second homeownership comprised a majority of the ownership of the new inventory.

Table 2. Population Trends, Town of Vail Capture

Population Trends	2000	2010	2017	Total Δ	% Capture
2000-17					
Avon	5,561	6,447	6,503	942	9%
Eagle	3,032	6,508	6,711	3,679	36%
Eagle-Vail ^[1]	2,887	2,887	2,887	0	0%
Edwards	8,257	10,266	9,202	945	9%
Gypsum	3,654	6,477	6,926	3,272	32%
Red Cliff	289	267	297	8	0%
Minturn	1,068	1,027	1,141	73	1%
Vail	4,531	5,305	5,425	894	9%
<u>Unincorp. Eagle Valley</u>	<u>6,211</u>	<u>5,283</u>	<u>6,678</u>	<u>467</u>	<u>5%</u>
Eagle Valley	35,490	44,467	45,770	10,280	100%

[1] Eagle-Vail did not appear on the 2010 decennial census as a CDP.

[2] Eagle Valley is defined as Eagle County less the Roaring Fork Valley (census tract 3.01 block groups 1-3 and tract 3.02 block group 2)

Source: U.S. Census American Community Survey 5-year estimates; Economic & Planning Systems

Table 3. Housing Unit Trends, Town of Vail Capture

Housing Unit Trends	2000	2010	2017	Total Δ	% Capture
2000-17					
Avon	2,557	3,615	4,052	1,495	17%
Eagle	1,116	2,416	2,251	1,135	13%
Eagle-Vail ^[1]	1,482	1,482	1,482	0	0%
Edwards	3,953	5,260	5,386	1,433	16%
Gypsum	1,210	2,205	2,275	1,065	12%
Red Cliff	122	141	123	1	0%
Minturn	448	528	542	94	1%
Vail	5,389	7,230	7,210	1,821	21%
<u>Unincorp. Eagle Valley</u>	<u>3,687</u>	<u>5,394</u>	<u>5,492</u>	<u>1,805</u>	<u>20%</u>
Eagle Valley^[2]	16,277	22,877	23,321	8,849	100%

[1] Eagle-Vail did not appear on the 2010 decennial census as a CDP.

[2] Eagle Valley is defined as Eagle County less the Roaring Fork Valley (census tract 3.01 block groups 1-3 and tract 3.02 block group 2)

Source: U.S. Census American Community Survey 5-year estimates; Economic & Planning Systems

Employment

In 2018, Vail had an estimated 8,400 wage and salary jobs (**Table 4**), accounting for 25 percent of the Valley's total employment. Between 2001 and 2018, the Town added close to 1,300 jobs, capturing 30 percent of the Valley's growth. The highest growth area in the valley took place in Avon/Beaver Creek, which captured 44 percent of the Valley's new employment, and (as the definition indicates) includes two distinct commercial nodes of activity.

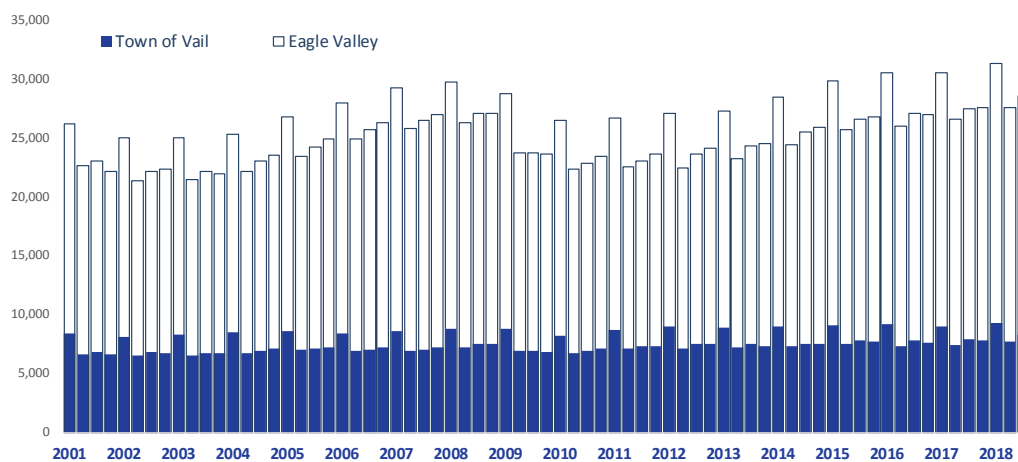
Table 4. Employment Trends, Town of Vail Capture

Employment Trends 2001-18	2001	2010	2018	Total Δ	% Capture
Avon/Beaver Creek	7,571	7,589	9,457	1,886	44%
Eagle	3,424	3,732	4,602	1,178	27%
Eagle-Vail	50	81	110	60	1%
Edwards	3,255	3,155	3,510	255	6%
Gypsum	1,540	1,488	2,477	936	22%
Minturn	520	406	485	-35	-1%
Red Cliff	50	81	110	60	1%
<u>Vail</u>	<u>7,129</u>	<u>7,256</u>	<u>8,416</u>	<u>1,288</u>	<u>30%</u>
Eagle Valley	23,538	23,790	29,167	4,316	100%

Source: QCEW; Economic & Planning Systems

As shown in the following graphic (**Figure 1**), employment levels in the Town of Vail remained fairly steady over the past two decades. Although employment contracted during the Great Recession (2007-09) for the Eagle Valley, which decreased by 14 percent (a loss of 3,800 jobs), Vail remained relatively steady.

Figure 1. Town of Vail & Eagle Valley Employment Trends



4. Findings

There are two primary measurements of economic value and community benefits estimated in this analysis: 1) return on investment; and 2) investment multiplier.

Return Metrics

The initial investment of \$65,000 per unit of resident housing yields magnitudes of more economic value and community benefit than alternatives such as persistent business cost of worker turnover and structured parking.

Return on Investment (ROI)

Although many of the broader metrics of benefit can be considered “returns on investment,” an ROI measured from the perspective of the investment of ‘public dollars in’ and ‘public dollars out’ captures the two most salient fiscal impacts.

The annual returns on the initial investment are comprised of sales tax revenues flowing back to Vail annually and the State of Colorado’s per-unit student back-fill for the school-aged children living in resident housing is approximately \$2,000 per year (see the following technical discussion for details on this calculation).

This means that, calculated as a standard investment divided by its returns, the Town’s (public) return on investment is 5.0 percent. This aligns on the higher end with typical yields on governmental investment.

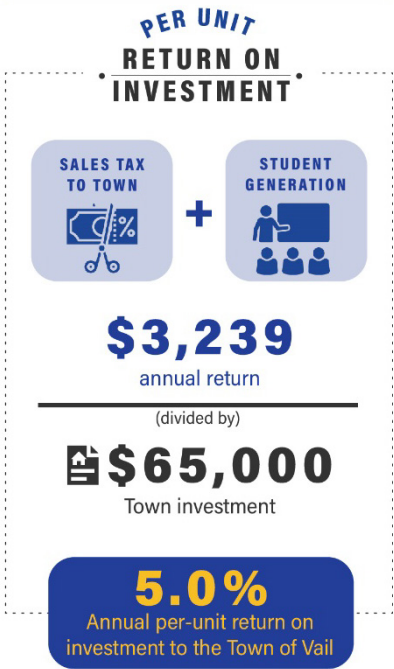


Table 5. Return on Investment

Return on Investment	per-Unit
Per-Unit Investment ROI	
Returns	
Annual Resident Household Spending Sales Taxes	\$1,165
Annual State per-Pupil Apportionment	\$2,074
Subtotal Returns	\$3,239
Investment ROI	
Return	\$3,239
Initial Investment	\$65,000
ROI	5.0%

Source: Economic & Planning Systems

Investment Multiplier

This metric accounts for the economic activity captured by direct, indirect, and induced spending. Examples of components within this metric include: a) the broader economic metrics such as the economic value (which includes taxable spending and the fiscal benefit) to Vail; b) community benefits; and c) the opportunity costs such as investing in parking annually to accommodate a similar level of employment growth as well as the ongoing costs to the business community of worker turnover and lost productivity.

Taking into account each of these components, the net multiplier of the Town's investment at \$65,000 per unit is nearly five (5) times at 4.81X. In benefit-cost analysis (BCA), public entities are typically trying to achieve a multiplier of three (3) to five (5) times the initial investment.

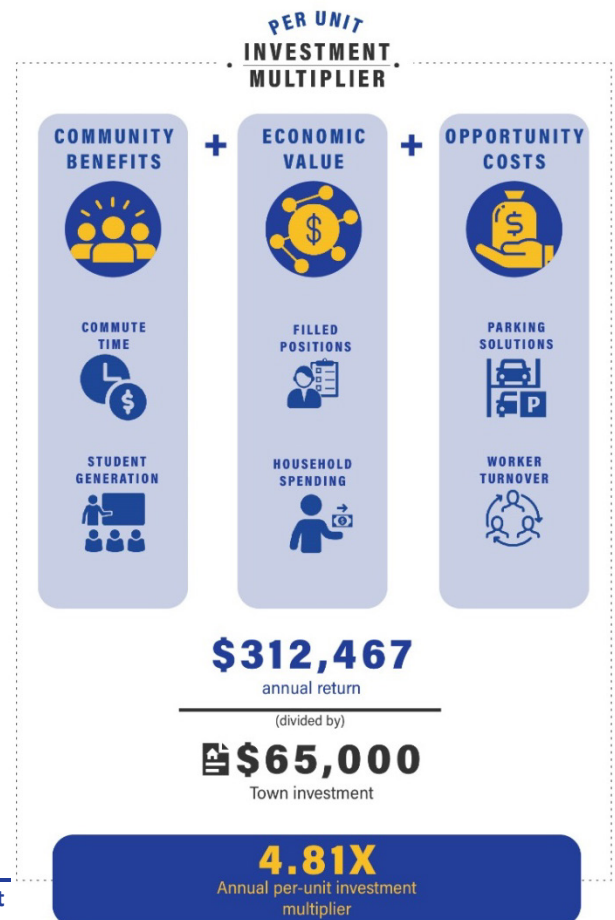


Table 6. Investment Multiplier

Return on Investment	per-Unit
Per-Unit Investment Multiplier	
Economic Metrics	
Annual Expansion of Economy	\$181,122
Annual Net New Resident Household Taxable Spending	\$21,174
Annual Sales Tax Revenue Generation	\$1,165
Subtotal Economic Metrics (Net) [1]	\$181,122
Community Benefits	
Annual Household Value of Reduced Commute Time	\$8,249
Annual Per-Pupil State Backfill	\$2,074
Subtotal Community Metrics	\$10,323
Opportunity Cost	
Annual Cost of Worker Turnover	-\$8,410
Cost of Structured Parking	-\$112,613
Subtotal Opportunity Cost Metrics	-\$121,022
Investment Multiplier	
Composite Return	\$312,467
Initial Investment	\$65,000
Multiplier	4.81x

[Note 1]: The net new resident household taxable spending and associated sales tax revenue generation are displayed for informational purposes; they are, however, theoretically incorporated in the total annual expansion of the economy.

Source: Economic & Planning Systems



For each unit of resident housing, an estimated 400 hours of time and 950 gallons of gasoline are saved from shorter commutes every year—equating to greater business productivity and an opportunity for residents to give back to their community.

Reduced Commute Times

More than 40,000 annual commuting hours are avoided by an investment in 100 resident housing units. This equates to approximately \$825,000 in value of time (\$20.40 per hour of intercity travel). It should be noted that this benefit is capitalized within the expanded economy calculations shown earlier and not additive to the investment multiplier estimate.

COMMUTE
TIME



Value of time
(\$20.40 per hour) for
more than 40,000
annual commute
hours eliminated

\$825
THOUSAND

Table 7. Value of Time

Value of Time Saved not Commuting	Factor	Value
Total Jobs in Resident Housing	2.2	220
Vail Jobs in Resident Housing	75%	165
Estimated Local Job-Cars	9%	150
Commute Minutes per Year		2,426,101
Commute Hours per Year		40,435
Value of Time for Intercity Travel (2018)		\$20.40
Value of Time Saved not Commuting		\$824,874
Per-Unit		\$8,249

Source: LEHD on the Map; U.S. Department of Transportation; Economic & Planning Systems

Reduced Carbon Emissions

The analysis of environmental impact assumes that fewer workers need to commute in to their jobs, decreasing distance traveled and reducing carbon emissions. It further assumes that a greater number of workers will utilize Vail's free public transit.

An analysis of the in-commuter distribution shows that the average one-way distance traveled to Vail is approximately 63 miles (**Table 8**).

It is generally assumed that in-commuters living in closer proximity to Vail will account for larger shares of new occupants of resident housing. As such, it was assumed that the average distance traveled by new occupants of resident housing would have traveled 30 miles.

Over the course of a year, this reduction in commute time totals more than 2.2 million miles and represents more than 2 percent of all vehicle miles traveled by in-commuters. As a result, overall carbon emissions are reduced in the Vail Valley by 845 metric tons (2 percent of total estimated Vail in-commuter carbon emissions). It means that in-commuters save more than 95,000 gallons of gasoline per year. This annual savings means that enough energy is saved to charge more than 107 million iPhones, and is equivalent to the air-scrubbing benefits of nearly 14,000 tree seedlings grown for more than 10 years.

Table 8. Reduction in Carbon Emissions

Metric Tons of Carbon Monoxide Equivalency (MTCO₂e)	All In-Commuters	Resident Housing In-Commuters
Average Distance Travelled	63.3 miles	29.6 miles
# Commuters	3,276	150
Aggregate Vehicle Miles Travelled (VMT)	414,586	8,882
Agg. VMT / Year	103,646,600	2,220,594
Aggregate MTCO₂e	39,447	845
as % of All In-Commuters		2.1%

Source: LEHD on the Map; Economic & Planning Systems

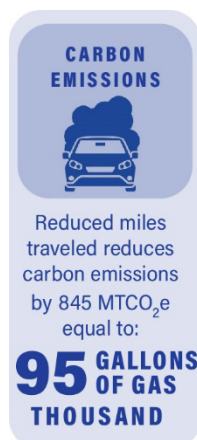


Table 9. Environmental Impact

The Environment	Value
Equivalencies of Carbon Emissions	
Emissions Reduction (MTCO₂e) from Shorter Commutes	845
Gallons of Gasoline Consumed (equivalent)	95,083
Number of Smartphones Charged (equivalent)	107,747,909
Tree Seedlings Grown for 10 Years (offset)	13,972

Source: U.S. Environmental Protection Agency; Economic & Planning Systems

Volunteerism

In a typical community, a portion of residents volunteer their time to local nonprofits, including the health care industry, arts and entertainment, or other community-oriented and civic services.

Using primary data from a statewide study of the nonprofit industry conducted in 2018, it is estimated that volunteerism among the population in resident housing could be as high as 200 hours per year. This would contribute more than \$1.2 million in labor value to the nonprofit community in Vail (at \$28.02 per hour of volunteer time).



Table 10. Value of Volunteerism

Value of Volunteerism	Factor	Value
Total Resident Housing Units		100
Jobs per Unit		2.2
Total Jobs in Resident Housing		220
Estimated Volunteer Hours per Year	201 [1]	44,118
Value of Volunteer Time (in CO)		\$28.02
Estimated Value of Volunteerism in Vail		\$1,236,200
Per-Unit		\$12,362

[1] Average annual hours of volunteering per year among nonprofits in a group of northwestern Colorado counties.

Source: Independent Sector; 2018 Colorado Nonprofit Survey; Economic & Planning Systems

Schools

An estimated 26 school-aged children are generated by the investment in 100 housing units, for which it is anticipated that the State of Colorado back-fills at a per-pupil rate of \$7,945 for Eagle County. This would contribute more than \$207,000 in revenues to Eagle County Schools annually.



Table 11. Schools Impact

Student Generation	Total
Town of Vail - Students to Housing Units [1]	0.26
Resident Housing Investment	100
Students Generated	26
Per Pupil Revenue (Eagle County Schools)	\$7,945
Eagle County School Revenue	\$207,449
Per-Unit	\$2,074

[1] U.S. Census American Community Survey 5-Year Estimates

Source: Economic & Planning Systems

Quality of Guest Experience



There is direct linkage between the quality of the guest experience and the supply of local employees. As part of this study, a range of employers were interviewed across a variety of sectors. Those with a high level of interaction with guests, such as food and beverage or services establishments, noted that they are concerned about their ability to maintain a high quality level of service given limited staffing resources. In the case of one restaurant, it chose to close down seating sections to concentrate the available servers. From its perspective, the loss of revenue is a reasonable tradeoff, given the otherwise slow pace of operations.

Other business owners commented that certain high-demand weeks, where the community is operating at both peak capacity and peak price point, the service can be the slowest. As Vail's customer base evaluates its options, it may consider other destinations that can provide the service expected with Vail's price point. The ability to deliver a high quality guest experience is directly correlated to Vail's competitive position, not only among ski town destinations but also warm weather destinations.

Vail's future economic vitality depends on the ability of businesses to fill positions. There is concern among some business owners about a decline in quality service in the recent past. Unfilled positions and the related service quality decline in Vail may continue without investment in solutions to attract and retain talent. It was also noted that guests are likely to feel more connected to Vail if they interact with employees who live locally, over an extended period of time, who are invested in the community. This type of employee conveys a commitment that resonates with guests and reinforces the premium brand Vail has built over the decades.



Economic Value

Expansion of the Economy due to Filled Positions

The availability of additional homes for residents and the workforce translates to a greater jobs market and fewer unfilled positions. It is estimated that approximately 123 full- and part-time positions would be filled as a result of Vail's resident housing investment (100 units), thereby expanding Vail's economy by an estimated \$18.1 million annually (1.2 percent increase).

FILLED POSITIONS



Estimated impact of 123 full- and part-time positions filled

\$18.1 MILLION

Table 12. Expansion of Total Spending in Vail Economy

<u>Return on Investment</u>	<u>Ripple Effects (Total Output Expansion)</u>			
Local Business Revenue	Direct	Indirect	Induced	Total
11 Ag, Forestry, Fish & Hunting	\$76,853	\$698	\$267	\$77,818
21 Mining	\$0	\$7,244	\$210	\$7,454
22 Utilities	\$0	\$5	\$7	\$12
23 Construction	\$2,838,283	\$81,277	\$14,527	\$2,934,087
31-33 Manufacturing	\$0	\$4,607	\$1,237	\$5,844
42 Wholesale Trade	\$610,911	\$20,786	\$7,855	\$639,552
44-45 Retail trade	\$906,678	\$248,706	\$259,371	\$1,414,755
48-49 Transportation & Warehousing	\$0	\$79,051	\$28,983	\$108,034
51 Information	\$0	\$39,827	\$22,752	\$62,579
52 Finance & insurance	\$459,252	\$438,401	\$204,832	\$1,102,485
53 Real estate & rental	\$741,771	\$520,976	\$397,111	\$1,659,858
54 Professional- scientific & tech svcs	\$458,698	\$283,170	\$46,160	\$788,028
55 Management of companies	\$0	\$156,752	\$17,180	\$173,932
56 Administrative & waste services	\$240,281	\$87,143	\$19,199	\$346,623
61 Educational svcs	\$237,132	\$6,627	\$42,498	\$286,257
62 Health & social services	\$365,213	\$3,600	\$361,779	\$730,592
71 Arts- entertainment & recreation	\$890,357	\$63,417	\$60,260	\$1,014,034
72 Accommodation & food services	\$2,904,377	\$65,913	\$172,932	\$3,143,222
81 Other services	\$2,763,965	\$87,711	\$102,288	\$2,953,964
92 Government	\$625,894	\$17,191	\$19,979	\$663,064
93 Non NAICs	\$0	\$0	\$0	\$0
Annual Expansion of Economy	\$14,119,665	\$2,213,102	\$1,779,427	\$18,112,194
Per-Unit	\$141,197	\$22,131	\$17,794	\$181,122

Source: Economic & Planning Systems

Resident Household Spending

Local resident households spend more of their income on retail goods and services in Vail than the daily spending patterns of in-commuters. It is estimated that Vail's resident housing investment yields a net new local resident household spending of approximately \$2.6 million per year.

Town of Vail Fiscal Benefits

Out of the net new local resident household spending it is estimated that \$2.1 million is *taxable* spending, which generates more than \$116,000 of sales tax revenues for Vail per year.



Table 13. Expansion of Total Spending in Vail Economy

<u>Return on Investment</u>	<u>Total</u>	<u>Taxable Ann. Tax Rev</u>	
Net New Local Spending			5.5%
11 Ag, Forestry, Fish & Hunting	\$98		
21 Mining	\$145		
22 Utilities	\$2		
23 Construction	\$12,064		
31-33 Manufacturing	\$610		
42 Wholesale Trade	\$3,296		
44-45 Retail trade	\$1,703,757	\$1,703,757	\$93,707
48-49 Transportation & Warehousing	\$29,821		
51 Information	\$10,066		
52 Finance & insurance	\$71,120		
53 Real estate & rental	\$179,977		
54 Professional- scientific & tech svcs	\$56,138		
55 Management of companies	\$39,085		
56 Administrative & waste services	\$14,980		
61 Educational svcs	\$8,384		
62 Health & social services	\$57,040		
71 Arts- entertainment & recreation	\$12,994		
72 Accommodation & food services	\$413,628	\$413,628	\$22,750
81 Other services	\$30,088		
92 Government	\$6,318		
93 Non NAICs	\$0		
Annual Net New Spending	\$2,649,611	\$2,117,385	\$116,456
Per-Unit	\$26,496	\$21,174	\$1,165

Source: Economic & Planning Systems



Opportunity Costs

In this analysis, two primary metrics are considered opportunity costs: 1) the Town's alternative of investing in structured parking for in-commuters; and 2) business costs associated with worker turnover, training, and lost productivity. It is acknowledged that another alternative Town investment to structured parking could be enhanced transit services and the capital and operational costs associated with it. For the purposes of simplifying the analysis, structured parking was evaluated as the core alternative.

Every year that Vail does not invest in resident housing and seeks to accommodate or incite economic growth means that either: a) Vail must build parking to accommodate the growing number of in-commuters and guests; or b) Vail's business community must endure perpetual business costs associated with worker turnover, training, and lost productivity.

In the overall analysis, opportunity costs are capitalized into estimates of return (i.e. the investment multiplier calculation) since they represent avoided costs to the economy.

Parking

The first of the opportunity costs relates to the costs of accommodating an expanding in-commuting workforce.

This cost is based on the recent construction of structured parking in Vail at approximately \$100,000 per space, but does not include the cost of land.



Table 14. Parking Impact

<u>Opportunity Cost</u>	Factor	Value
Parking Investment		
Resident Housing Investment		100
Jobs Represented by Housing Investment	2.2	220
Vail Jobs	75%	165
Net New Jobs to Economy	75%	124
New Cars Needing Parking	9%	113
TOV Parking Cost per Space		\$100,000
TOV Parking Investment Opportunity Cost		\$11,261,250
Per-Unit		\$112,612.50

Source: Economic & Planning Systems

This opportunity cost is further augmented by the fact that this would be an annual cost to Vail if it were to parallel to the goal of investing in 100 units of resident housing per year.

As shown in **Table 14** above, the cost of structured parking for an approximately 113 cars per day (accounting for local/non-local jobs, net new jobs to the economy, and carpooling) would be \$11.3 million.

Worker Turnover

If Vail opted to invest in resident housing (not parking), research and analysis indicates that local businesses could reduce their annual costs associated with turnover, job training, and lost productivity by an estimated \$840,000 per year.

This estimate reflects the weighted average of annual turnover costs for positions in different industries at different annual wage levels.

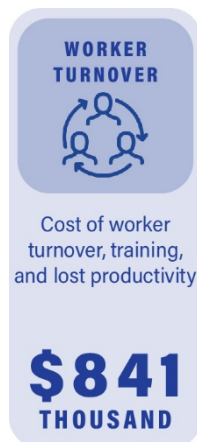


Table 15. Worker Turnover Costs

<u>Opportunity Cost</u>	Factor	Value
Local Business Revenue (Cost Associated with Job Turnover, Loss of Productivity, and Training)		
Resident Housing Investment		100
Jobs Represented by Housing Investment	2.2	220
Vail Jobs	75%	165
Net New Jobs to Economy	75%	124
Average annual training cost per jobs that would otherwise "turnover"		\$6,796
Annual Business Costs of Turnover, Loss of Productivity, and Training		\$840,959
Per-Unit		\$8,409.59

Source: QCEW; Center for American Progress; Economic & Planning Systems

5. Appendix

Terminology

Area Median Income (AMI) is a metric that identifies the point of a target geography's income distribution at which 50 percent of household earn more and 50 percent earn less. Percentages, such as 60, 80, 100, 120 percent of AMI are typically used to isolate levels of affordability within the distribution of households by income. The source of these data points is the Department of Housing and Urban Development, which defines local AMI annually.

Community Benefit broadly refers to the other quantitative and qualitative benefits, such as: 1) reduction in worker commute time; 2) reduction in carbon emissions resulting from shorter commutes; 3) presence of school aged children; 4) greater community and civic involvement; and 5) enhanced quality of guest experience.

Deed Restriction refers to a covenant in which it is stipulated that a property must be occupied as a primary residence by individuals who work a minimum of 30 hours per week in Eagle County.

Gross Regional Product (GRP) is a measure of regional economic activity that includes employee compensation, business/corporate profits, and local tax revenue generation.

Investment Multiplier is a measure, expressed as a ratio of broader economic returns (as measured by three components in this particular study) to an initial investment. The three components include: 1) the impact on the broader economy; 2) community benefits such as reduction in commute times and carbon emissions, increased volunteerism and presence of school-aged children; and c) the opportunity costs such as Vail alternatively investing in structured parking or enhanced transit service.

Opportunity Cost is the highest price or rate of return an alternative course of action, i.e. an investment, would yield. In this analysis, opportunity costs are characterized as: 1) the cost to provide structured parking, which could also be an alternative to increased transit service investment; and 2) the annual cost of worker turnover to the business community.

Output is a measure of total economic activity, also called "total spending", that characterizes the sum of successive rounds of industry, business-to-business, and household spending. As an example, output in the residential construction industry would be equal to the purchase price of a housing unit.

Quarterly Census of Employment and Wages (QCEW) is the Colorado Department of Labor & Employment's (CDLE) record of employment and wages for all of the state's employers. Records are reported at the individual establishment (i.e. address) level. Individual employer records are protected by confidentiality agreement.

Resident Housing refers to a deed-restricted for-sale or rental housing unit (new construction, rehabilitation, acquisition, or existing). Data to estimate the average per-unit investment were obtained through the VLHA.

Return on Investment (ROI) is an amount, typically expressed as a percentage, earned on an initial investment. The metric is calculated by dividing the initial investment (e.g. in resident housing) by the earnings before interest, debt, and taxes.

Table 16. Daytime Spending

<u>Return on Investment</u>	Input	Value
Resident Household Spending (Calculation Part 1)		
Resident Housing Investment		100
Jobs Represented by Housing Investment	2.2	220
Vail Jobs	75%	165
Net New Jobs to Economy	75%	124
Number of Previously In-Commuting Job-Holders	(Diff.)	41
Total Daily Spending by In-Commuting Job-Holders (ICSC)		
		\$20
Annual Spending by In-Commuting Job-Holders		\$206,250

Source: ICSC; Economic & Planning Systems

Table 17. Resident Housing Household Spending

<u>Return on Investment</u>	Value
Resident Household Spending (Calculation Part 2)	
Resident Housing Investment	100
Resident Households	100
Household Median Income (approximately 80% AMI)	\$64,000
Income Spent on Retail (NAICS 44/45)	35%
Gross Income Spent on Retail	\$22,400
Aggregate Income	\$2,240,000
Food Services	\$417,325
Retail	\$1,822,675

Source: ICSC; Economic & Planning Systems

Table 18. Commute Detail

All Colorado In-Commuters to the Town of Vail, 2015	Distance (Miles)	Commuters
Edwards CDP, CO	14.1 miles	572
Denver city, CO	97.1 miles	295
Avon town, CO	10.0 miles	292
Eagle town, CO	30.3 miles	222
Gypsum town, CO	37.2 miles	198
Minturn town, CO	7.3 miles	125
Leadville city, CO	37.5 miles	97
Leadville North CDP, CO	37.5 miles	84
Aurora city, CO	111.0 miles	74
Colorado Springs city, CO	140.0 miles	68
Boulder city, CO	108.0 miles	67
Lakewood city, CO	92.5 miles	52
Fort Collins city, CO	157.0 miles	45
Glenwood Springs city, CO	60.9 miles	39
Breckenridge town, CO	36.0 miles	37
Highlands Ranch CDP, CO	107.0 miles	37
Centennial city, CO	108.0 miles	32
Red Cliff town, CO	16.0 miles	32
Arvada city, CO	95.0 miles	29
Frisco town, CO	26.5 miles	26
Basalt town, CO	84.0 miles	24
Aspen city, CO	102.0 miles	23
Broomfield city, CO	107.0 miles	23
Carbondale town, CO	73.9 miles	22
Longmont city, CO	130.0 miles	22
Silverthorne town, CO	30.2 miles	21
Westminster city, CO	99.8 miles	21
El Jebel CDP, CO	79.7 miles	20
Grand Junction city, CO	147.0 miles	19
Loveland city, CO	144.0 miles	19
Thornton city, CO	104.0 miles	19
New Castle town, CO	73.1 miles	18
Rifle city, CO	87.5 miles	17
Castle Rock town, CO	123.0 miles	15
Englewood city, CO	101.0 miles	15
Dotsero CDP, CO	42.5 miles	14
Ken Caryl CDP, CO	97.0 miles	14
Parker town, CO	118.0 miles	14
Steamboat Springs city, CO	93.1 miles	14
Craig city, CO	118.0 miles	13
Dakota Ridge CDP, CO	93.8 miles	12
Twin Lakes CDP, CO	57.7 miles	12
Silt town, CO	80.0 miles	11
Columbine CDP, CO	99.4 miles	10
Commerce City city, CO	103.0 miles	10
Dillon town, CO	31.8 miles	10
Littleton city, CO	103.0 miles	10
Other	126.8 miles	411
Average/Total	63.3 miles	3,276

Source: LEHD on the Map; Economic & Planning Systems

WHEN RECORDED, RETURN TO:

Park City Municipal Corporation
Attention: City Recorder
P.O. Box 1480
Park City, Utah 84060

**RESTRICTIVE COVENANT AND AGREEMENT
CONCERNING THE SALE OF THE ~~EMPLOYEE~~
~~HOUSING~~-UNIT AT (name of project) UNIT #
(Live Park City- Lite Deed Restriction Program)**

THIS RESTRICTIVE COVENANT AND AGREEMENT CONCERNING THE SALE OF THE EMPLOYEE HOUSING UNITS AT (name of project) – UNIT # (this “**Covenant**”), governing (address) Unit # , Park City, Summit County, State of Utah, also identified as Tax Parcel No. , and more particularly described on Exhibit A (the “**Unit**,” or the “**Property**”) of the (title of plat) (the “**Project**”), is made and entered into as of the day of , 20 (the “**Effective Date**”), by and among Park City Municipal Corporation, a Utah municipal corporation (the “**City**”); and (name of buyer) , individually (the “**Owner**” and a “~~Unit~~ Owner”).

RECITALS

A. **WHEREAS**, the City, and the Owner intend that the purpose of the “Lite” Deed Restriction program is to maintain long term residency in Park City and restrictions contained in this Covenant, and this Covenant shall be enforceable by the City and, upon its execution and recording in the public records of the County Recorder of Summit County, Utah, shall run with the land, enforceable against each ~~Unit~~ Owner, including the Owner; each ~~Unit~~ Owner’s successors in interest, assignees, heirs, devisees, mortgagees, lessees, trustees, beneficiaries, executors, administrators, personal representatives; any subsequent owners; and any other parties claiming an interest in the Property.

COVENANT

NOW THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City hereby establishes as follows:

DEFINITIONS: For purposes of this Agreement, the following terms shall have the following meanings:

ANNUAL COMPLIANCE REPORT. The report attached to this Covenant as Exhibit D, as amended from time to time by the City or its designee, which is required to be provided to the City by each ~~Unit~~ Owner yearly according to Section 2.18.

CITY CODE. The Municipal Code of Park City, Utah, as amended.

~~DISABILITY. A physical or mental impairment that substantially limits one or more of a person's major life activities, including a person having a record of such an impairment or being regarded as having such an impairment.~~

DOMICILE. [EK1]The place where an individual has a fixed permanent home and principal establishment to which the individual, if absent, intends to return and in which the individual and/or his or her family voluntarily reside not for a special or temporary purpose but with the intention of making a permanent home for a minimum of nine (9) months out of each calendar year.

EXERCISE NOTICE. Written Notice sent by the City to a ~~Unit~~ Owner within forty- five days of an applicable Offer Date notifying such ~~Unit~~ Owner whether or not the City or its assign will exercise the Option.

HOUSEHOLD. A single individual, doing his/her own cooking and living upon the premises as a separate housekeeping unit, or a collective body of persons doing their own cooking and living together upon the premises as a separate housekeeping unit in a domestic relationship based upon birth, marriage or other domestic bond as distinguished from a group occupying a boarding house, lodging house, club, fraternity, or hotel.

EVENT OF DEFAULT shall have the meaning assigned in Section 4.2.

NON-QUALIFIED BUYER. A buyer of a Unit that is not a Qualified Buyer.

NOTICE. Correspondence complying with the provisions of Section 5.8.

OFFER DATE shall have meaning assigned in Section 2.9.

OPTION. The assignable right of the City beginning upon the Offer Date and terminating after the expiration of the Option Period to purchase the Unit at or below the Unit's Maximum Resale Price.

OPTION PERIOD. The period extending forty-five (45) days from an Offer Date during which either the City or its assign may elect to purchase the Unit at or below the Unit's Maximum Resale Price.

OWNER-OCCUPIED. A Unit that is occupied by the ~~Unit~~ Owner as the ~~Unit~~ Owner's Primary Residence.

~~PARK CITY SCHOOL DISTRICT BOUNDARIES. The latest school district boundaries as duly adopted and as reflected on the most current mapping issued by the Utah State Automated Geographic Reference Center school district map.~~

PRIMARY RESIDENCE. The place where Domicile has been established.

QUALIFIED PARTICIPANT. Qualified Participant shall be a person or persons who are determined by the City to meet the following criteria:

A person who intends to occupy the units as their primary, year-round residence, or intends to rent the unit long-term. (over 6 months).

QUALIFIED RESIDENT. A person who lives in Park City city limits 6 months or more out of the year.

SALE. The term “Sale” or any derivative thereof such as “Sales,” “Sold,” and “Sell” shall include any transfer of title the Unit, regardless of whether or not any consideration is provided to the transferor in exchange. This shall include but not be limited to any gift, assignment, devise, or other transfer.

SECURED CREDITOR. The trustee, the beneficiary, or both under a deed of trust against the real property security; the mortgagee under a mortgage against the real property security; and any successor-in-interest of the trustee, beneficiary, or mortgagee under the deed of trust or mortgage.

SENIOR SECURED CREDITOR. A Secured Creditor who is the named beneficiary, trustee, mortgagee, mortgage insurer, or mortgage guarantor of a mortgage or deed of trust, as applicable, which takes priority or precedence over any other liens or encumbrances securing any other Secured Creditor so that the liens or encumbrance of the Senior Secured Creditor must be satisfied before any other Secured Creditor is entitled to participate in the proceeds of any sale or other disposition of the Unit.

UNIT. Unit #_____ of the Project, a condominium unit, which is more specifically described on Exhibit A attached hereto.

UNIT OWNER. The Owner and every title owner thereafter, including (i) any transferee receiving title to or a fee interest in the Unit (a) after having been determined to be, or having represented his or her self as, a Qualified Buyer or (b) based on any representation or intent to own and occupy the Unit as an Owner-Occupied Unit or as such owner’s Primary Residence; and (ii) all subsequent person(s) vested with record title of the Unit according to the records of the County Recorder of Summit County, Utah; however, ~~Unit~~ Owner shall not include a person who holds an interest in the Unit merely as security for the performance of an obligation, and, solely in regards to the restrictions contained in this Covenant, the City shall not be considered a ~~Unit~~ Owner.

DEED RESTRICTION

ESTABLISHMENT OF THE COVENANT. As of the Effective Date, for the purposes set forth herein, and except as otherwise set forth herein, the ~~Unit~~ Owners, the ~~Unit~~ Owners’ heirs, successors, executors, administrators, devisees, and assigns and all persons acquiring an interest in the Unit, whether or not so expressed in any deed or other instrument of conveyance, shall be deemed to covenant and agree during the period of their ownership interest in the Unit to hold their interest subject to the covenants and restrictions contained in this Covenant, which shall be deemed to run with the land. ~~Unit~~ Owner shall not permit any ownership, use or occupancy of his or her Unit except in compliance with this Covenant.

ADMINISTRATION AND ENFORCEMENT. The City shall have the right to enforce the terms of this Covenant and may enforce its terms as it deems administratively proper through its employees, administrative offices, agents, or assigns. The Park City Police Department is authorized to investigate certain affordable housing violations and to issue citations pursuant to City Code § 8-3-6. The City may enforce this Covenant by any appropriate legal or equitable action including but not limited to specific performance, injunction, abatement, damages and such other remedies and penalties as may be specified in this Covenant. This Covenant shall inure to the benefit of the City and nothing herein shall be construed as creating a general scheme to be enforced by ~~Unit~~ Owners against each other.

OWNER OCCUPANCY. The Unit shall be Owner-Occupied unless the ~~Unit~~ Owner shall receive prior written consent of the City, in its sole and absolute discretion, for an exception. The ~~Unit~~ Owner shall occupy the Unit as a Primary Residence.

INSURANCE. To the extent such insurance is not provided by any applicable association of homeowners organized pursuant to a declaration of covenants, conditions, and restrictions governing the Project, each ~~Unit~~ Owner shall continuously insure the ~~Unit~~ Owner's Unit against all risks of physical loss for the full replacement value of the Unit.

UNIT RENTAL PROHIBITED; EXCEPTION. The Unit Owner shall not rent or lease all or any portion of the Unit for nightly rentals. However, the unit may be rented for a term minimum of 6 months with the prior written consent of the City, the Unit Owner may rent or lease the Unit under the following circumstances:

At least one Qualified Resident shall continuously occupy the Property as his or her principal place of residence

~~Owner may rent the Property if the Property is continuously occupied by a Qualified Resident~~

No business activity shall occur on or in the Property other than as permitted within the zone district applicable to the Property.

TRANSFER OF TITLE. A ~~Unit~~ Owner shall not enter into or execute any transaction that Sells any interest in the Unit, including to a Qualified Buyer, without the prior written consent of the City.

NON-COMPLYING SALES OR TRANSFERS. Any Sale or transfer of the Unit in violation of this Covenant is considered against public policy and is null and void and shall not confer title whatsoever upon the purported buyer. This includes a Sale or transfer wherein the Qualified Buyer obtains any financing or multiple financings that in the aggregate exceeds the Maximum Resale Price at the time such financing is completed. The ~~Unit~~ Owner is liable for all costs and attorney fees incurred in setting aside a non-complying Sale or transfer of the Unit.

NO DISCRIMINATION. The City and ~~each Unit~~ Owner shall not discriminate against any person in the Sale or rental of the Unit because of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age, familial status, source of income, Disability, genetic information, sexual orientation, gender identity, or protected expressions. Each ~~Unit~~ Owner shall

take such action with respect to this Covenant as may be required to ensure full compliance with applicable local, state, and federal laws prohibiting discrimination.

ANNUAL COMPLIANCE REPORT. ~~Each Unit~~ Owner shall provide the City with an Annual Compliance Report, included herein as Exhibit D, by June 30 of each year. The Annual Compliance Report shall be accompanied by a signed affidavit by the ~~Unit~~ Owner certifying that such ~~Unit~~ Owner is in compliance with the terms of this Covenant. Failure of the City to mail or otherwise provide the Annual Compliance Report form to a ~~Unit~~ Owner does not discharge the obligations of such ~~Unit~~ Owner to make the Annual Compliance Report. The City may request additional documentation to demonstrate that ~~each Unit~~ Owner uses that ~~Unit Owner's~~ Unit as a Primary Residence and is otherwise in compliance with all terms of this Covenant, and each ~~Unit~~ Owner shall provide such additional documentation as may be requested by the City. In conjunction with the Annual Compliance Report, the City may conduct a yearly physical inspection of the Units. The Annual Compliance Report shall include:

Evidence to establish that the Property was occupied by a Qualified Resident during all of the prior calendar year;

If applicable, a copy of the lease form currently used for the Property; and

If applicable, a list of tenants who occupied the Property in the prior calendar year and the evidence submitted by each tenant to establish that they were a Qualified Resident, as set forth in the Qualification Guidelines.

3. EVENT OF DEFAULT

IT IS A CRIMINAL OFFENSE TO DISREGARD THE RESTRICTIONS HEREIN. ~~Each Unit~~^{The} Owner, by acquiring the Unit is deemed to acknowledge that Ordinance 14-47 and City Code § 8-3-6, each as amended, establish that it is a crime to commit affordable housing fraud. Ordinance 14-47 was ratified to “ensure that any fraud and unjust enrichment in the process is stopped and that buyers, sellers and other intended beneficiaries of deed restricted affordable housing are protected from any fraudulent acts or statements.” A violation of City Code § 8-3-6 is subject to criminal prosecution, and each ~~Unit~~ Owner shall not violate either such law.

EVENT OF DEFAULT^{JEK2}. Noncompliance with any part of this Covenant constitutes an Event of Default. Events of Default shall include but are not limited to: (a) rental of all or a portion of the Unit ~~as nightly rental or long term rental~~ without prior written consent of the City; (b) obtaining financing or a combination of financings that in the aggregate exceed the Maximum Resale Price; (c) not using the Unit as an Owner-Occupied Primary Residence; (d) failure to pay the monetary penalties of Sections 4.3 or 4.4; (e) failure to submit the Annual Compliance Report required by Section 2.18; or (f) failure to make timely payments or otherwise defaulting on a lien or mortgage on the Unit.

NIGHTLY RENTAL. Rental of the Unit or portion of the Unit on a nightly or weekly basis shall constitute an automatic Event of Default. Notwithstanding the cure period provided under Section 4.4, upon Notice from the City to a ~~Unit~~ Owner of an Event of Default, the City may charge any ~~Unit~~ Owner that rents that ~~Unit~~ Owner's Unit on a nightly or weekly basis automatic fines of up to the greater of \$~~10~~500 per day or the rate charged for rental of the Unit per night.

MONETARY PENALTIES. Upon Notice from the City to a ~~Unit~~ Owner of an Event of Default, the ~~Unit~~ Owner shall have thirty (30) days to cure such noncompliance. If the ~~Unit~~ Owner does not cure the Event of Default within thirty (30) days, the City may assess monetary penalties against the ~~Unit~~ Owner of up to two hundred and fifty dollars (\$~~100~~250.00) per day beginning on the thirty first (31) day after Notice of the Event of Default.

CITY TO MAINTAIN A POSSIBILITY OF REVERTER. If a ~~Unit~~ Owner does not cure an Event of Default within thirty (30) days, then the City may initiate the process of obtaining title to such ~~Unit~~ Owner's Unit as further described in this paragraph. The City shall send Notice to the ~~Unit~~ Owner that contains the specific Event(s) of Default, the dates of such noncompliance, a record of other Notices sent regarding such Event(s) of Default, and that notifies the ~~Unit~~ Owner of an informal hearing before the City Council to take place within thirty (30) days of such Notice, at which the ~~Unit~~ Owner may present evidence or call witnesses. After such Notice and informal hearing, the City Council shall issue a final ruling within thirty (30) days of the hearing which shall make a finding as to the ~~Unit~~ Owner's Event(s) of Default. Upon a final ruling of an Event of Default against such ~~Unit~~ Owner, the occurrence of such condition subsequent shall trigger the CityRDA's right to title in fee simple to the ~~Unit~~ Owner's Unit, and, upon the exercise of such right by the CityRDA, title will revert to and become revested in the CityRDA, and such title will be revested fully and completely in it, and the CityRDA will be entitled to and, subject to applicable law, may of right enter upon and take possession of the Unit; provided that, contemporaneously with the CityRDA's exercise of its reversionary interest, the City shall repay, or cause to be repaid any debt or obligation incurred by the ~~Unit~~ Owner for the acquisition of the Unit to the extent such debt or obligation is secured by a lien against the Unit. Upon successful closing of a Sale of the Unit from such ~~Unit~~ Owner to the City or its assign pursuant to Section 4.6, or upon successful closing of a Sale of the Unit from such ~~Unit~~ Owner to the City or its assign pursuant to the City's Right to Purchase Unit in Default found in Section 2.12, any reversionary interest of the CityRDA granted by this Section 4.5 shall terminate in regards only to that specific finding of Event of Default. If the City pays, or causes to be paid, pursuant to this Section 4.5, amounts to satisfy liens against the Unit that are more than the Maximum Resale Price, then the City may seek a deficiency judgment against such ~~Unit~~ Owner for the difference between the amount paid and the Maximum Resale Price. The CityRDA hereby assigns its possibility of reverter, as found in this Covenant or in any transfer deed to a ~~Unit~~ Owner, to the City; and, accordingly, the City shall be entitled to exercise any reversionary right to title and possession of the Unit that is granted to or withheld by the CityRDA.

RIGHT TO PURCHASE. Upon a finding of an Event of Default by an informal hearing conducted by the City Council as described in Section 4.5, a ~~Unit~~ Owner shall offer to sell that ~~Unit~~ Owner's Unit to the City at or below the Unit's Applicable Foreclosure Price. Upon such finding of an Event of Default, the City shall have the option, in its sole discretion, to exercise or assign its reversionary interest pursuant to Section 4.5, to exercise or assign its right to purchase pursuant to this Section 4.6, or to seek any other remedy provided to it at law or in equity.

REMEDIES NOT EXCLUSIVE. Notwithstanding anything else herein, if the City receives a Foreclosure Notice, and if the default giving rise to such Foreclosure Notice is not timely cured and the loan reinstated according to the applicable loan documents, the City (or its assign) shall have ninety (90) days from receipt of such Foreclosure Notice to exercise the City's Option, the City's Right to Purchase Unit in Default, or the City's right to exercise its possibility of reverter

or right to purchase pursuant to Sections 4.5 and 4.6 above. Subject to the preceding sentence, and except as provided in Section 4.5 regarding the termination of the City's reversionary interest upon a Sale pursuant to Section 4.6, no remedy conferred by any of the specific provisions of this Covenant is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other remedies.

BUY OUT OPTION. If the Unit Owner would like to buy out of the Deed Restriction, the Unit Owner may do so through a payment of double the purchase price of the Deed Restriction. [EK3]

GENERAL PROVISIONS

TERM OF AGREEMENT. The term of this Covenant shall commence as of the Effective Date set forth above and shall continue in full force and effect for a period not less than forty (40) years. Upon the expiration of the initial forty (40) year term, or any subsequent term, the City shall have six (6) months in which to determine, based on an independent market study, that the Unit is no longer necessary to satisfy the affordable or employee housing needs of the City. The City Council or its successor shall make the final determination of such continuing need, and if the City makes no such determination, the Covenant shall automatically renew for one or more additional consecutive ten (10) year terms.

AMENDMENTS. Any amendments or modification to this Covenant in whole or in part must be made in writing and agreed to by the Unit Owner that owns the Unit at the time of such amendment or modification and the City and must be recorded with the Clerk and Recorder of Summit County, Utah. The City may unilaterally modify the Covenant to provide clarification to any provisions that may be subject to differing interpretations, to correct any errors identified, or where the City deems such modification or amendment necessary to effectuate the purposes and intent of the Covenant or bring this Covenant in compliance with applicable City Code or State of Utah or federal law and where such modification does not in the City's reasonable discretion materially impair the Unit Owner(s)' or any Secured Creditor's rights.

NO WAIVER. No waiver of any Event of Default or breach of this Covenant shall be implied from any omission by the City to take action on account of such Event of Default, and no express waiver shall affect any Event of Default other than the Event of Default specified in the waiver, and then the waiver shall be operative only for the time and to the extent therein stated. Waivers by the City of any covenant, term or condition contained in this Covenant shall not be construed as a Waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by either party requiring further consent or approval shall not be deemed to waive or render unnecessary their consent or approval to or of any subsequent similar acts.

WAIVER. Each Unit Owner hereby waives any defenses, rights, or remedies that it might otherwise assert against the City in connection with: (a) the application of the rule against perpetuities to this Covenant; (b) any claim related to restraints on alienation; or (c) any claim that the Covenants recorded against the Unit are not real covenants running with the land. This waiver

shall be binding upon the successors and assigns of each ~~Unit~~ Owner and shall inure to the benefit of the successor and assigns of the City.

DISCONTINUANCE OF LIABILITY AFTER CONVEYANCE. Following the recording of a deed conveying the Unit to a Qualified Buyer, the transferor of such Unit shall have no further liability under this Covenant respecting the Unit, except to the extent caused by the negligence or intentional misconduct of the transferor and excepting any outstanding fines, penalties, or other amounts due to the City hereunder and incurred during transferor's ownership of the Unit.

SALE AGAINST OWNER'S WILL. Without in anyway limiting the remedies and enforcement provisions granted the City by Sections 2.12, 4.5, and 4.6, nothing in this Covenant shall be interpreted to require a ~~Unit~~ Owner to Sell the Unit against that ~~Unit~~ Owner's will.

SEVERABLE OBLIGATIONS AND LIABILITIES. Different individuals and entities may eventually own the Unit. Each ~~Unit~~ Owner of the Unit shall not be liable for or encumbered by the obligations or liabilities under this Covenant associated with any other ~~Unit~~ Owner.

NOTICES. Any and all Notices and demands required or desired to be given hereunder shall be in writing and shall be validly given or made if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, sent by Federal Express or other similar courier service keeping records of deliveries and attempted deliveries, or served by facsimile transmission. Service by mail or courier shall be conclusively deemed made on the first business day delivery is attempted. Facsimile transmissions received during normal business hours on a business day shall be deemed made at the time of receipt. Facsimile transmissions not received during normal business hours on a business day shall be deemed made on the next business day. Each party to this Covenant, including the City and each ~~Unit~~ Owner, may change their respective addresses for the purpose of receiving Notice by a written Notice to the other parties.

Notice to a ~~Unit~~ Owner shall be sent to the address on file with the Office of the Recorder of Summit County, Utah.

Any Notice or demand to the City shall be addressed to the City at the following address:

Park City Municipal Corporation
P.O. Box 1480
445 Marsac Avenue
Park City, Utah 84060
ATTN: City Recorder and Housing Office
Fax: (435) 615-4901

SEVERABILITY. If any term, provision, covenant or condition of this Covenant is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Covenant shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of such. In the event that all or any portion of this Covenant is found to be unenforceable, this Covenant or that portion which is found

to be unenforceable shall be deemed to be a statement of intention by the parties; and the parties further agree that in such event, and to the maximum extent permitted by law, they shall take all steps necessary to comply with such procedures or requirements as may be necessary in order to make valid this Covenant or that portion which is found to be unenforceable.

ATTORNEY FEES. If any party shall take or defend against any action for any relief against another party arising out of this Covenant, the prevailing party in such action or defense shall be entitled to reimbursement by the other party for all costs including but not limited to reasonable attorney fees and court costs incurred by the prevailing party in such action or defense and/or enforcing any judgment granted therein, all of which costs shall be deemed to have accrued upon the commencement of such action and/or defense and shall be paid whether or not such action or defense is prosecuted to judgment. Any judgment or order entered in such action or defense shall contain a specific provision providing for the recovery of attorney fees and costs incurred in enforcing such judgment.

CHOICE OF LAW. This Covenant shall be governed and construed in accordance with the laws of the State of Utah.

SUCCESSORS. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors, executors, administrators, devisees and assigns of the parties.

THIRD-PARTY BENEFICIARY. This Covenant is not intended to confer rights on third parties.

PARAGRAPH HEADINGS. Paragraph and Section headings within this Covenant are inserted solely for convenience of reference and are not intended to and shall not govern, limit, or aid in the construction of any terms or provisions contained herein.

GENDER AND NUMBER. Whenever the context so requires herein, the neuter and gender shall include any or all genders and vice versa, and the use of the singular shall include the plural and vice versa.

COVENANTS RUN WITH LAND. The City intends, declares, and covenants on behalf of itself, all future owners of the Unit, and all parties that obtain any interest in any Unit that this Covenant and the restrictions set forth herein regulating and restricting the rent, use, occupancy and transfer of the Unit shall be covenants running with the land and improvements constituting the Unit for the benefit of the City and shall encumber the Unit and shall be binding upon all the subsequent ~~Unit~~ Owners of the Unit and any other party with an interest in the Unit.

INTEGRATION. This Covenant constitutes the entire agreement between the parties with respect to the matters set forth herein.

INTERPRETATION. The terms of this Covenant shall be interpreted so as to avoid speculation on the Property and to ensure to the extent possible that the Unit Maximum Resale Price remains affordable.

SUPERIORITY OF COVENANT. The ~~Unit~~ Owner acknowledges and agrees that they have not and will not execute any other agreement with provisions contradictory to or in opposition to the

provisions of this Covenant and that this Covenant is controlling as to rights and obligations between and among the ~~Unit~~ Owner, the City, and respective successors.

NO CITY LIABILITY. Nothing herein requires or shall be construed to require the City or any officer, director, employee, agent, designee, assignee, or successor thereof to protect or indemnify the ~~Unit~~ Owner against any loss.

COUNTERPARTS. This Covenant may be executed in several counterparts, all of which together shall constitute one binding agreement on all parties hereto, notwithstanding that all the parties have not signed the same counterpart.

RECORDATION. Upon execution of this Covenant, the City shall cause this Covenant to be recorded in the public records of the County Recorder of Summit County, Utah, and shall pay all fees and charges incurred in connection therewith.

IN WITNESS WHEREOF, the City, ~~the RDA~~, and the ~~Unit~~ Owner have executed this Covenant as of the Effective Date.

CITY:

PARK CITY MUNICIPAL CORPORATION,
a Utah municipal corporation

By: _____
Name: Andy Beerman
Title: Mayor

Attest:

Recorder

Approved as to form:

City Attorney

ACKNOWLEDGEMENT

STATE OF UTAH)
):ss.
COUNTY OF SUMMIT)

On the _____ day of _____, 20__, personally appeared before me Andy Beerman, who being by me duly sworn did say that he is the Mayor of Park City Municipal Corporation, and that the within and foregoing instrument was signed on behalf of and acknowledged by such entity.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

RDA:

REDEVELOPMENT AGENCY OF PARK CITY, a
community reinvestment agency and body corporate and
politic of the State of Utah

By: _____

Name: Matt Dias

Title: Executive Director

ACKNOWLEDGEMENT

STATE OF UTAH)
):ss.
COUNTY OF SUMMIT)

On the _____ day of _____, 20__, personally appeared before me Matt Dias, who
being by me duly sworn did say that he is the Executive Director of the Redevelopment Agency
of Park City, and that the within and foregoing instrument was signed on behalf of and
acknowledged by such entity.

.

Notary Public

Residing at:

My Commission Expires:

OWNER:

NAME OF OWNER/BUYER

By: _____
Name of Owner/Buyer

INDIVIDUAL GENERAL ACKNOWLEDGEMENT

STATE OF UTAH)
):ss.
COUNTY OF SUMMIT)

On this ____ day of _____, 2020, before me, the undersigned notary, personally appeared Owner/Buyer, personally known to me/proved to me through identification document allowed by law, to be the person whose name is signed on the preceding or attached document, and acknowledged that they signed it voluntarily for its stated purpose.

Notary Public
Residing at:

My Commission Expires:

EXHIBIT A

Legal Description of the Property

The real property referenced in the foregoing instrument is located in Summit County, Utah and is more particularly described as:

Tax Parcel No.

Street Address

EXHIBIT B

Guidelines

- 1) Purpose. The purpose of these Guidelines is to set forth the occupancy requirements for the Property pursuant to the Deed Restriction Agreement.
- 2) Definitions. All capitalized items herein shall have the meanings set forth in the Deed Restriction Agreement.
- 3) Application. To become a Qualified Resident or Participant, a person must provide the following information:
 - a) Verification (e.g., ~~[EK4] proof of state income tax, state tax returns, voter registration, and vehicle registration~~ driver's license, utility bill, etc) of full time residency;
 - b) A valid form of identification, such as a driver's license, state-issued identification, passport or military identification; and
 - c) d. A signed statement certifying and acknowledging that all information submitted in such application is true to applicant's best knowledge and authorizing verification of all information submitted.

EXHIBIT C
PARK CITY EMPLOYEE HOUSING AFFIDAVIT
For Owner Occupied Units



State of Utah
County of Summit

BEFORE ME, the undersigned Notary, _____ [name of Notary before whom affidavit is sworn], on this _____ [day of month] day of _____ [month], 20____, personally appeared _____ [name of affiant], known to me to be a credible person and of lawful age, who being by me first duly sworn, on _____ [his or her] oath, deposes and says:

I currently own my residence at _____ (street address) which is a deed restricted property to preserve resident, owner occupancy. I am fully aware of the restrictions and am to the best of my knowledge in compliance including the requirement for owner occupancy. I verify that I continue to live in it as my primary residence. I have never rented my home even for short periods of time. I have not acquired any direct interest in other real property since my purchase of the deed restricted unit listed above. If approved by the city's housing office to rent to a roommate, please list name of roommate, employment, and amount of rent charged:*

_____.

[signature of affiant]

(printed name of affiant)

(phone)

[mailing address of affiant, line 1]

[mailing address of affiant, line 2]

(email address)

Subscribed and sworn to before me, this _____ [day of month] day of _____ [month], 20____.

[Notary Seal:]

[signature of Notary]

[typed name of Notary]

NOTARY PUBLIC

My commission expires: _____, 20____.

* Primary Residence is defined as the domicile in which you live for no less than 9 months out of any given 12 month period.

Lite Deed Restriction Process Outline

1. Homeowner fills out and submits a complete application to the City requesting to deed restrict their home
2. Housing department compiles an application packet and provides the packet to the Advisory Committee. The packet will include:
 - a. Complete application
 - b. Estimated value of unit based on similar MLS listings or official appraisal from the applicant
3. Advisory Committee evaluates the property based on the following criteria as a prerequisite to determine further evaluation:
 - a. The property supports and maintains a permanent year-round resident population
 - b. The property demonstrates a quantifiable return for Park City
 - c. The property is cost effective and efficiently uses Park City's limited supply of financial resources
 - d. Solvency of the HOA
 - e. The condition of the property meets all codes and regulations
 - f. The market value of the deed restriction is comparable in value to other existing deed restrictions within the community
4. Advisory Committee evaluates property based on the following criteria to determine the percentage of the appraisal value that will be paid to the homeowner in exchange for the deed restriction:
 - a. if the property is in a highly walkable area, or is easily accessible to convenient transit
 - b. if the property furthers one or more of the Park City Vision 2020 goals
 - c. if the property demonstrates demand within the housing market for the product type (studio, townhome, single family home)
 - d. if the price per square foot by unit type is in line with market conditions
5. Advisory Committee provides a written recommendation to the City Manager that includes the recommended value of the deed restrictions along with the criteria that led to this recommendation. The City manager will either approve the recommendation, request additional information, or deny the recommendation.
6. Once approved by the City Manager, a Notice of Deed Restriction Purchase Agreement is signed by the homeowner and Park City Municipal Corporation

Live Park City Application

Below you will find the application for the Live Park City – Lite Deed Restriction program. The process will take place in the following order: Fill out and submit the application below, staff will review and be in touch with any questions, and then staff will present it to the Live Park City Committee with a recommendation for decision. Upon approval you will be asked to enter into a Notice of Deed Restriction Purchase agreement with Park City Municipal. Please contact Elyse Kats with any questions, elyse.kats@parkcity.org.



Section A: Applicant Information

Section A is about the person applying for the program.

1. Name *

Please provide full name of person applying.

2. Address *

Please fill in mailing address of person applying.

Street Address

Address Line 2

City

State / Province / Region

Postal / Zip Code

Country

3. Phone Number *

4. Email Address *

Section B: Property Information

Section B is about the property that the Applicant is proposing be added to the Live Park City program.

1. Physical Address of Property proposed for the Live Park City program *

Please fill in the physical address of the subject property.

2. Current Estimated Value *

Please list the estimated value of the subject property.

3. Type of structure *

Please pick the type of unit to be deed restricted.

☐ Single family home (detached)

☐ Townhome or Duplex (shared walls)

☐ Condo in a multi-unit building

☐ Other

4. Number of Bedrooms *

☐ 1

☐ 2

☐ 3

☐ 4

☐ 5

☐ 6 or more

5. Number of Bathrooms *

☐ 1

☐ 1.5

☐ 2

☐ 2.5

☐ 3

☐ 4 or more

6. Number of Parking Spaces *

☐ 1

☐ 2

☐ 3

☐ 4 or more

7. Square Footage *

8. Condo or HOA fees *

List 0 if no monthly fees are assessed to the unit.

9. Special Assessments *

List any pending special assessments (answer 0 if none).

10. Are there any judgements or incumberances recorded on the property? *

☐ Yes

☐ No

☐ Don't Know

11. Is there a "right of first refusal" recorded on the property? *

☐ Yes

☐ No

☐ Don't know

12. Title Report

If possible, please upload a recent title report on the property.

Upload

13. Condition *

Please describe the physical condition of the property and any repairs that are needed.

14. Intended Use *

- ☐ Lease the property long-term to a qualified household.
- ☐ Occupy the property as my primary residence.

15. Does applicant own or is preparing to purchase the property? *

Section C: Request

Amount of Compensation Requested *

Please fill in the minimum amount you would accept to participate in the program.

Section D: Signature

Additional Information

Please fill in any additional information you would like to add regarding your proposal.

Signature

I affirm and certify that all the information and answers to questions herein are complete, true and correct to the best of my knowledge and belief

Sign

Submit

1

2

3 RESOLUTION OF PARK CITY MUNICIPAL CORPORATION APPOINTING THE
4 "ADVISORY COMMITTEE" AS THE CITY'S AGENT TO NEGOTIATE AND PURCHASE
5 DEED RESTRICTIONS IN THE CITY

6 WHEREAS, through Resolution No. 14-09, Series 2014, the City Council adopted the
7 Park City General Plan. Goal number 7 of the General Plan is, “Life-cycle Housing: Create
8 a Diversity of primary housing options to address the changing needs of residents”;

9 WHEREAS, the Goal number 7 cites needing an increase in diversity of housing stock to
10 fill voids within housing inventory and to create a focus on efforts for diversity of primary
11 housing stock within primary residential neighborhoods to maintain majority occupancy
12 by full time residents within these neighborhoods;

13 WHEREAS, the Live Park City program would create an incentive program for
14 homeowners or buyers to place a Deed Restriction in perpetuity on their home which
15 would require owner occupancy or long term rental;

16 WHEREAS, the City Council desires to appoint the Advisory Committee as the City's
17 agent for the purpose of negotiating and purchasing Deed Restrictions in accordance with
18 the Plan.

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

20 SECTION 1. The City Council hereby designates the Advisory Committee as the City's
21 agent solely for the purposes set forth herein.

22 SECTION 2. The City Council hereby delegates to the Advisory Committee, subject to
23 approval by the City Manager as stated in the Volume I: Executive Summary: Policies
24 and Objectives, Part I - Public Service Contracts in the Adjusted Budget, the authority to:

- a. Implement the Plan through the negotiation and purchase of Deed Restrictions in the City,
- b. Make, enter into, and execute purchase and sale agreements, deed restrictions, documents, instruments, papers, and other forms necessary for the purchase of Deed Restrictions in accordance with the Park City Municipal code and the Plan; and
- c. Expend funds that have been budgeted and appropriated in the City's housing fund for costs associated with the acquisition of Deed Restrictions pursuant to the Plan, including without limitation costs for purchases, appraisals, legal fees, filing fees, closing costs, and title insurance.

SECTION 3. The following criteria and findings shall be used by the Advisory Committee when determining whether to acquire a deed restriction:

- Supports and maintains a permanent, year-round resident population that grows a diverse community where a wide range of demographics, economics, occupations, and family household sizes are served.
- Furthers Goal number 7 adopted in the Park City General Plan.
- Consistent with housing policies adopted by the Park City Municipal Code for the acquisition of deed restrictions.
- Demonstrated demand exists within the resident housing market for the type of residential product (studio, flat, townhome, duplex, single family, etc.) that is to be deed restricted
- Fulfills a demonstrated need within a defined segment (for rent, sale, owner occupied, etc.)
- Demonstrates a quantifiable return on investment based upon appraisals
- The market value of the deed restriction is comparable in value to other existing deed restrictions within the community as demonstrated by an appraisal
- Most cost effective and efficient use of the City's limited supply of financial resources
- A transaction cap of \$200,000 per dwelling unit to be deed restricted unless approved by City Council

SECTION 4. The City Council may modify or revoke the Advisory Committee's agency, designation, or authority at any time, in the City Council's sole discretion.

Ordinance No. 2022-05

AN ORDINANCE AMENDING VOLUME I: EXECUTIVE SUMMARY: POLICIES AND OBJECTIVES, PART I - PUBLIC SERVICE CONTRACTS IN THE ADJUSTED BUDGET FOR FY 2021 FOR PARK CITY MUNICIPAL CORPORATION AND ITS RELATED AGENCIES.

WHEREAS, Utah State law requires that city budgets be adopted by ordinance and Park City includes several administrative policies within the budget documents; and

WHEREAS, a public hearing was held on February 3rd, 2022 at the City Council's regularly scheduled meetings.

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

SECTION 1. 2021 ADJUSTED BUDGET VOLUME I: EXECUTIVE SUMMARY: POLICIES AND OBJECTIVES AMENDMENT. CHAPTER 6 – OTHER POLICIES as outlined Page 140[KD1] in the City Council Adopted Budget adopted on December 16, 2021 is hereby amended as shown in Attachment 1.

SECTION 2. EFFECTIVE DATE. The 2021 Adjusted Budget Policy Amendment shall take effect upon publication.

PASSED AND ADOPTED this 3rd day of February, 2022.

PARK CITY MUNICIPAL CORPORATION

Mayor Nann Worel

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

City Attorney's Office

CHAPTER 6 - OTHER POLICIES

PART VI – Live Park City – Lite Deed Restriction Program

The City Council may appropriate funds dedicated to the purchase of deed restrictions for housing vitality and preservation within Park City School District Boundaries. The Live Park City program purchases deed restrictions that require owner occupancy or long-term rental of the home. The disbursement of funds will be administered by an Advisory Board created by and following program criteria established by the Housing Department. The Advisory Board has the authority to make award recommendations and to enter and negotiate deed restrictions, subject to approval by the City Manager. If the home value in an application exceeds \$1,000,000, then the authority for approval and delegation of funds is subject to City Council approval.

Council Agenda Item Report

Meeting Date: February 3, 2022

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

5:45 p.m. - Break

Suggested Action:

Attachments:

Council Agenda Item Report

Meeting Date: February 3, 2022

Submitted by: Penny Frates

Submitting Department: Budget, Debt & Grants

Item Type: Staff Report

Agenda Section:

Subject:

December 2021 Budget Monitoring Report and November 2021 Sales Tax Report

Suggested Action:

Attachments:

[Monthly Budget and Sales Tax Staff Report](#)

[Exhibit A: December 2021 Revenue Report](#)

[Exhibit B: December 2021 Expense Report](#)

[Exhibit C: November 2021 Sales Tax](#)



Staff Communication

Subject: Monthly Sales Tax and Budget Report
Author: Budget Team
Department: Budget, Debt, & Grants
Date: February 3, 2022
Type of Item: Informational

November Sales Tax

Park City's economy continued its unprecedented acceleration with yet another record-breaking month in almost any financial category. In particular, FY22 sales tax revenues were up 18% vs. November of FY21. Visitor nights also remained robust as the City's Transient Room Tax posted a 50% increase relative to November of FY21, our previous record high November.

December State Compliance Monthly Budget Reporting

The attachments within this report consist of Monthly Expenditure and Revenue Reports detailed by Fund and Major Object Type. The format of these reports follows the audit procedure from the State Compliance Audit Guide, the Utah statute, and sample summary reports found in the Utah Uniform Accounting Manual. These summary reports should be reviewed monthly by Council for all funds. The Adjusted Budget reflects [adjustments approved by City Council in December 2021](#).

Notable Observations:

Revenues

- Sales Tax continues to track well above FY21
- Planning, Building, and Engineering fees are up \$654k over FY21, as the volume of permits continues unabated
- Recreation continues its solid trend of increased visitation and utilization, revenue is up 27% year over year
- FY21 Special Revenue includes \$3.2M in CARES act funding
- Capital Improvement Fund Misc. Revenues tracking below FY21 due to the sale of our property located at 1333 Park Avenue, in FY21
- Revenue is down in the Water Fund due to a reduction in water use in FY22, due in large part to community conservation efforts during the exceptional drought in 2021
- Transportation Fund –
 - Regional revenue decreased due to separation with the County in FY22. In the past, PCMC received revenue from Summit County to service multiple County routes. As part of the separation agreement in FY22, the County now services the majority of those routes and is no longer compensating PCMC for that service. In addition, the County is currently reconciling outstanding invoices owed to PCMC and we anticipate that revenue in the next couple of months

- Parking revenue increase vs. FY21 due to the suspension of parking fees & fines at this time last year, to incentivize commerce during COVID-19

Expenditures

- Personnel is tracking above FY21 levels in most funds due to restored levels of service when compared to Covid-19 levels. Personnel expenses are generally in line with FY20, which reflects higher service demand levels, and are offset by increased revenue in many areas
- General Fund Special Services/Misc. Charges reflect \$2.2M in CARES expenses in FY21 (offset by CARES revenue) that are not present in FY22
- Water Fund reflects a \$7.5M variance compared to FY21
 - Contract and Debt Service increase of \$6.2M due to the recent bond issuance
 - Capital Expenditures have increased \$1M year-over-year as work on the 3Kings Water Treatment Plant continues to ramp up
- The New Golf Cart fleet was originally budgeted in FY21, yet due to supply chain issues, the new fleet was received in FY22. To comply with industry standards and best practices, the expense of \$212k must be reflected in the year the assets were actually received
- Transportation Fund
 - As reported in the [September budget report](#), variance in the Transportation Fund is due to a credit in FY21 to properly account for previous year operating assistance where payment was received in the next fiscal year
 - Less labor in FY22 due to the County taking over routes that were previously serviced by PCMC
- Parking Fund
 - \$92k increase in supplies this year due to Parking delaying several projects while fees were suspended in FY21
 - Miscellaneous Charges reflect bank charges that are directly offset by revenue collection. These fees were down in FY21 when revenues were not being collected at parking meters. They have increased in FY22 now that we are collecting Parking revenue once again
- Fleet tracking \$174k over vs FY21 due to increased cost of fuel and increased services compared to Covid-19 service levels in FY21

Exhibit A: Revenue Summary by Object and Type

Exhibit B: Expenditure Summary by Object and Type

Exhibit C: November Sales Tax Report

YTD Revenue - December 2021	YTD Actuals FY 2020	YTD Actuals FY 2021	YTD Actuals FY 2022	Ori Budget FY 2022	Adj Budget FY 2022	Variance FY22 vs FY21
011 GENERAL FUND						
Property Taxes	8,540,961	10,439,436	8,057,285	12,392,328	12,392,328	-2,382,151
Sales Tax	3,884,437	3,773,457	4,960,271	13,333,686	13,333,686	1,186,814
Franchise Tax	943,106	901,703	871,145	3,261,596	3,261,596	-30,558
Licenses	305,514	255,326	276,002	484,692	484,692	20,676
Planning Building & Engineering Fees	2,380,638	1,684,672	2,352,407	3,565,757	3,565,757	667,735
Special Event Fees	99,108	8,081	60,425	115,681	115,681	52,344
Federal Revenue	4,476		5,875	54,318	54,318	5,875
State Revenue	56,026	56,079	70,614	76,471	76,471	14,535
County/SP District Revenue		10,000		24,515	24,515	-10,000
Cemetery Charges for Services	14,313	8,809	11,830	80,182	80,182	3,021
Recreation	989,071	945,210	1,197,230	1,936,634	1,936,634	252,021
Other Service Revenue	31,815	19,322	21,119	56,768	56,768	1,797
Misc. Revenues	446,003	185,855	136,268	235,330	235,330	-49,587
Interfund Transactions (Admin)	1,004,922	1,004,922	1,117,650	2,950,291	2,950,291	112,728
Special Revenues & Resources	33,109	3,201,555	528,248	6,000	6,000	-2,673,307
Total 011 GENERAL FUND	\$ 18,733,498	\$ 22,494,428	\$ 19,666,370	\$ 38,574,249	\$ 38,574,249	\$ (2,828,058)
012 QUINNS RECREATION COMPLEX						
						0
Recreation	1,791	409	1,318	4,957	4,957	909
Ice	462,847	248,365	321,734	907,421	907,421	73,369
Misc. Revenues	3,676	86	370	1,250	1,250	285
Total 012 QUINNS RECREATION COMPLEX	\$ 468,313	\$ 248,860	\$ 323,422	\$ 913,628	\$ 913,628	\$ 74,562
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND						
						0
Property Taxes	3,826,051	3,370,920	3,150,916	4,252,000	4,252,000	-220,004
Total 023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	\$ 3,826,051	\$ 3,370,920	\$ 3,150,916	\$ 4,252,000	\$ 4,252,000	\$ (220,004)
024 MAIN STREET RDA SPECIAL REVENUE FUND						
						0
Property Taxes	1,063,086	1,179,698	1,037,916	1,276,319	1,276,319	-141,782
Total 024 MAIN STREET RDA SPECIAL REVENUE FUND	\$ 1,063,086	\$ 1,179,698	\$ 1,037,916	\$ 1,276,319	\$ 1,276,319	\$ (141,782)
031 CAPITAL IMPROVEMENT FUND						
						0
Sales Tax	1,993,796	1,718,871	2,483,968	10,966,320	10,966,320	765,097
Planning Building & Engineering Fees	277,390	177,993	216,168	407,471	407,471	38,175
Federal Revenue				28,620	28,620	0
State Revenue	245,275	164,655	256,452	364,106	364,106	91,797
County/SP District Revenue	1,991,263	380,713	702,388	449,628	449,628	321,675
Transit Charges for Services				3,500,000	3,500,000	0
Misc. Revenues	3,789,316	1,647,624	17,844	14,867,587	14,867,587	-1,629,781

YTD Revenue - December 2021	YTD Actuals FY 2020	YTD Actuals FY 2021	YTD Actuals FY 2022	Ori Budget FY 2022	Adj Budget FY 2022	Variance FY22 vs FY21
Special Revenues & Resources	158,053	218,207	244,950	396,901	396,901	26,743
Bond Proceeds				9,000,000	9,000,000	0
Total 031 CAPITAL IMPROVEMENT FUND	\$ 8,455,092	\$ 4,308,064	\$ 3,921,770	\$ 39,980,633	\$ 39,980,633	\$ (386,294)
033 REDEVELOPMENT AGENCY-LOWER PRK						0
Interfund Transactions (CIP/Debt)	1,046,268	1,546,266	1,546,266	3,092,532	3,092,532	0
Total 033 REDEVELOPMENT AGENCY-LOWER PRK	\$ 1,046,268	\$ 1,546,266	\$ 1,546,266	\$ 3,092,532	\$ 3,092,532	\$ -
034 REDEVELOPMENT AGENCY-MAIN ST						0
Interfund Transactions (CIP/Debt)	345,000	349,998	349,998	700,000	700,000	0
Total 034 REDEVELOPMENT AGENCY-MAIN ST	\$ 345,000	\$ 349,998	\$ 349,998	\$ 700,000	\$ 700,000	\$ -
038 EQUIPMENT REPLACEMENT CIP						0
Interfund Transactions (CIP/Debt)	642,798	657,798	792,798	1,585,600	1,585,600	135,000
Total 038 EQUIPMENT REPLACEMENT CIP	\$ 642,798	\$ 657,798	\$ 792,798	\$ 1,585,600	\$ 1,585,600	\$ 135,000
051 WATER FUND						0
Planning Building & Engineering Fees	1,239,604	720,069	845,156	1,183,938	1,183,938	125,087
Federal Revenue				456,274	456,274	0
Water Charges for Services	9,461,161	11,040,138	10,018,403	19,819,145	19,819,145	-1,021,736
Misc. Revenues	177,493	144,558	43,714	203,002	203,002	-100,844
Bond Proceeds				31,190,000	31,190,000	0
Total 051 WATER FUND	\$ 10,878,257	\$ 11,904,766	\$ 10,907,273	\$ 52,852,359	\$ 52,852,359	\$ (997,494)
052 STORM WATER FUND						0
Water Charges for Services	680,306	487,176	728,717	2,000,000	2,000,000	241,541
Total 052 STORM WATER FUND	\$ 680,306	\$ 487,176	\$ 728,717	\$ 2,000,000	\$ 2,000,000	\$ 241,541
055 GOLF COURSE FUND						0
Recreation	1,031,505	1,296,367	1,285,902	1,325,426	1,325,426	-10,465
Misc. Revenues	2,881	5,346	5,014	37,824	37,824	-332
Interfund Transactions (CIP/Debt)	12,498	12,498	12,498	25,000	25,000	0
Total 055 GOLF COURSE FUND	\$ 1,046,884	\$ 1,314,211	\$ 1,303,414	\$ 1,388,250	\$ 1,388,250	\$ (10,797)
057 TRANSPORTATION & PARKING FUND						0
Sales Tax	1,912,492	1,862,619	2,495,405	8,026,719	8,026,719	632,786
Licenses	905,864	877,085	858,845	953,297	953,297	-18,241
Federal Revenue	88,436	4,811,261	5,661,469	20,099,700	20,099,700	850,207
Transit Charges for Services	263,863	1,387,635	6,183	2,580,819	2,580,819	-1,381,452
Misc. Revenues	54,714	94,933	40,266	287,265	287,265	-54,667
Special Revenues & Resources	73,998	241,971	190,273	289,087	289,087	-51,698
Total 057 TRANSPORTATION & PARKING FUND	\$ 3,299,368	\$ 9,275,504	\$ 9,252,440	\$ 32,236,887	\$ 32,236,887	\$ (23,064)
058 PARKING FUND						0
Fines & Forfeitures	1,189,886	119,463	1,181,048	2,603,364	2,603,364	1,061,585

YTD Revenue - December 2021	YTD Actuals FY 2020	YTD Actuals FY 2021	YTD Actuals FY 2022	Ori Budget FY 2022	Adj Budget FY 2022	Variance FY22 vs FY21
Total 058 PARKING FUND	\$ 1,189,886	\$ 119,463	\$ 1,181,048	\$ 2,603,364	\$ 2,603,364	\$ 1,061,585
062 FLEET SERVICES FUND						0
Interfund Transactions (Admin)	1,474,500	1,362,498	1,179,700	2,348,700	2,348,700	-182,798
Total 062 FLEET SERVICES FUND	\$ 1,474,500	1362498	\$ 1,179,700	\$ 2,348,700	\$ 2,348,700	\$ (182,798)
064 SELF INSURANCE FUND						0
Misc. Revenues	137,502	137,502	137,502	275,000	275,000	0
Interfund Transactions (Admin)	639,432	699,522	791,730	1,583,450	1,583,450	92,208
Total 064 SELF INSURANCE FUND	\$ 776,934	\$ 837,024	\$ 929,232	\$ 1,858,450	\$ 1,858,450	\$ 92,208
070 SALES TAX REV BOND - DEBT SVS FUND						0
Interfund Transactions (CIP/Debt)	3,628,422	3,704,964	3,481,110	6,962,216	6,962,216	-223,854
Total 070 SALES TAX REV BOND - DEBT SVS FUND	\$ 3,628,422	\$ 3,704,964	\$ 3,481,110	\$ 6,962,216	\$ 6,962,216	\$ (223,854)
071 DEBT SERVICE FUND						0
Property Taxes	9,281,384	9,506,281	9,497,688	9,509,688	9,509,688	-8,593
Misc. Revenues	22,464	262	109	39,366	39,366	-153
Total 071 DEBT SERVICE FUND	\$ 9,303,848	\$ 9,506,543	\$ 9,497,797	\$ 9,549,054	\$ 9,549,054	\$ (8,746)
TOTAL	\$ 66,858,511	\$ 72,668,181	\$ 69,250,186	\$ 202,174,241	\$ 202,174,241	\$ (3,417,995)

Expenses - YTD December 2021	Variance to Adj						
	YTD Actuals FY 2020	YTD Actuals FY 2021	YTD Actuals FY 2022	Ori Budget FY 2022	Adj Budget FY 2022	Bud FY 2022	Variance FY22 vs FY21
011 GENERAL FUND							
PERSONNEL SERVICES	11,184,651	10,591,560	11,802,689	26,421,544	27,195,238	773,694	1,211,129
MATERIALS, SUPPLIES AND SERVICES	523,239	361,143	515,493	1,090,909	1,175,401	84,492	154,350
UTILITIES	282,453	257,490	251,052	1,531,040	1,531,040		-6,438
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	1,522,612	1,495,023	1,754,912	4,132,177	4,277,677	145,500	259,889
PARTS/MAINTENANCE SUPPLIES	511,044	356,152	534,994	1,550,964	1,543,564	-7,400	178,842
SPECIAL SERV CONTRACT/MISC CHARGES	392,735	2,509,775	296,123	1,035,100	1,035,100		-2,213,652
CAPITAL OUTLAY	122,886	123,282	104,782	346,443	371,443	25,000	-18,500
INTERFUND TRANSFER	1,486,584	1,417,026	1,542,390	3,084,785	3,084,785		125,364
Total 011 GENERAL FUND	\$ 16,026,204	\$ 17,111,451	\$ 16,802,436	\$ 39,192,962	\$ 40,214,248	\$ 1,021,286	\$ (309,015)
012 QUINNS RECREATION COMPLEX							0
PERSONNEL SERVICES	362,629	380,167	456,236	944,214	983,372	39,158	76,069
MATERIALS, SUPPLIES AND SERVICES	17,876	16,280	19,090	63,820	63,820		2,810
UTILITIES	42,498	40,642	52,804	143,900	143,900		12,162
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	34,439	26,383	30,255	104,410	104,410		3,872
PARTS/MAINTENANCE SUPPLIES	22,253	20,151	20,396	46,670	46,670		245
SPECIAL SERV CONTRACT/MISC CHARGES	10,585	10,678	8,323	21,000	21,000		-2,355
CAPITAL OUTLAY				1,000	1,000		0
Total 012 QUINNS RECREATION COMPLEX	\$ 490,280	\$ 494,302	\$ 587,105	\$ 1,325,014	\$ 1,364,172	\$ 39,158	\$ 92,803
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND							0
MATERIALS, SUPPLIES AND SERVICES	6,350	12,411		20,000	10,000	-10,000	-12,411
UTILITIES	7,712	1,147	751	34,300	34,300		-396
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	1,700	-2,005	180	70,000	70,000		2,185
SPECIAL SERV CONTRACT/MISC CHARGES				568,000	568,000		0
INTERFUND TRANSFER	1,046,268	1,546,266	1,546,266	3,092,532	3,092,532		0
FUND	\$ 1,062,030	\$ 1,557,818	\$ 1,547,197	\$ 3,784,832	\$ 3,774,832	\$ (10,000)	\$ (10,621)
024 MAIN STREET RDA SPECIAL REVENUE FUND							0
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	722			50,000	50,000		0
SPECIAL SERV CONTRACT/MISC CHARGES				405,000	405,000		0
INTERFUND TRANSFER	345,000	349,998	349,998	700,000	700,000		0
Total 024 MAIN STREET RDA SPECIAL REVENUE FUND	\$ 345,722	\$ 349,998	\$ 349,998	\$ 1,155,000	\$ 1,155,000		\$ -
031 CAPITAL IMPROVEMENT FUND							0
CAPITAL OUTLAY	9,411,760	3,931,810	2,605,837	16,556,629	16,556,629		-1,325,973
INTERFUND TRANSFER	2,872,560	1,790,160	2,087,316	4,174,626	4,174,626		297,156
Total 031 CAPITAL IMPROVEMENT FUND	\$ 12,284,320	\$ 5,721,970	\$ 4,693,153	\$ 20,731,255	\$ 20,731,255		\$ (1,028,817)
033 REDEVELOPMENT AGENCY-LOWER PRK							0
CAPITAL OUTLAY	14,791	196,579	18,000	255,000	255,000		-178,579
INTERFUND TRANSFER	353,358	1,391,418	1,393,794	2,787,590	2,787,590		2,376

Expenses - YTD December 2021	Variance to Adj						
	YTD Actuals FY 2020	YTD Actuals FY 2021	YTD Actuals FY 2022	Ori Budget FY 2022	Adj Budget FY 2022	Bud FY 2022	Variance FY22 vs FY21
Total 033 REDEVELOPMENT AGENCY-LOWER PRK	\$ 368,149	\$ 1,587,997	\$ 1,411,794	\$ 3,042,590	\$ 3,042,590		\$ (176,203)
034 REDEVELOPMENT AGENCY-MAIN ST							0
CAPITAL OUTLAY				30,000	30,000		0
Total 034 REDEVELOPMENT AGENCY-MAIN ST				\$ 30,000	\$ 30,000		\$ -
038 EQUIPMENT REPLACEMENT CIP							0
CAPITAL OUTLAY	764,166	158,891	425,129	1,585,600	1,585,600		266,238
Total 038 EQUIPMENT REPLACEMENT CIP	\$ 764,166	\$ 158,891	\$ 425,129	\$ 1,585,600	\$ 1,585,600		\$ 266,238
051 WATER FUND							0
PERSONNEL SERVICES	1,581,394	1,473,144	1,681,966	3,709,472	3,760,132	50,660	208,822
MATERIALS, SUPPLIES AND SERVICES	123,768	215,478	182,800	343,896	343,896		-32,678
UTILITIES	360,379	336,859	226,766	1,208,900	1,208,900		-110,093
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	625,300	638,090	1,220,285	1,383,542	1,383,542		582,195
PARTS/MAINTENANCE SUPPLIES	487,031	457,760	510,207	1,060,905	1,060,905		52,447
SPECIAL SERV CONTRACT/MISC CHARGES	49,763	64,630	87,433	112,000	112,000		22,803
CAPITAL OUTLAY	7,717,605	16,342,504	17,512,164	37,422,575	37,422,575		1,169,660
DEBT SERVICE	1,748,264	3,697,939	9,340,975	5,577,420	5,577,420		5,643,036
INTERFUND TRANSFER	525,750	529,038	546,216	1,807,429	1,807,429		17,178
Total 051 WATER FUND	\$ 13,219,253	\$ 23,755,443	\$ 31,308,812	\$ 52,626,139	\$ 52,676,799	\$ 50,660	\$ 7,553,369
052 STORM WATER FUND							0
PERSONNEL SERVICES	437,116	306,240	340,786	668,062	668,062		34,546
MATERIALS, SUPPLIES AND SERVICES	9,838	11,186	8,894	63,000	63,000		-2,292
UTILITIES	16,287	18,277	12,717	37,413	37,413		-5,560
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	51,834	47,794	23,419	149,625	149,625		-24,375
PARTS/MAINTENANCE SUPPLIES	25,397	12,098	9,912	41,406	41,406		-2,186
CAPITAL OUTLAY	2,492	40,669	30,440	1,121,500	1,121,500		-10,229
INTERFUND TRANSFER	56,502	63,714	67,728	135,448	135,448		4,014
Total 052 STORM WATER FUND	\$ 599,467	\$ 499,977	\$ 493,895	\$ 2,216,454	\$ 2,216,454		\$ (6,082)
055 GOLF COURSE FUND							0
PERSONNEL SERVICES	434,774	433,189	461,941	915,363	915,363	0	28,752
MATERIALS, SUPPLIES AND SERVICES	25,207	37,791	29,139	67,700	67,700		-8,652
UTILITIES	17,025	41,557	63,884	66,300	66,300		22,327
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	36,605	33,684	46,362	90,575	90,575		12,678
PARTS/MAINTENANCE SUPPLIES	102,586	124,077	317,014	255,800	467,000	211,200	192,937
SPECIAL SERV CONTRACT/MISC CHARGES	25,470	31,201	33,061	37,500	37,500		1,860
CAPITAL OUTLAY	83,361	45,757	13,985	114,565	114,565		-31,772
INTERFUND TRANSFER	70,548	67,452	71,190	142,377	142,377		3,738
Total 055 GOLF COURSE FUND	\$ 795,576	\$ 814,708	\$ 1,036,577	\$ 1,690,180	\$ 1,901,380	\$ 211,200	\$ 221,869
057 TRANSPORTATION & PARKING FUND							0

Expenses - YTD December 2021	Variance to Adj						
	YTD Actuals FY 2020	YTD Actuals FY 2021	YTD Actuals FY 2022	Ori Budget FY 2022	Adj Budget FY 2022	Bud FY 2022	Variance FY22 vs FY21
PERSONNEL SERVICES	4,614,230	3,550,064	3,281,677	7,241,515	7,387,382	145,867	-268,387
MATERIALS, SUPPLIES AND SERVICES	114,315	133,212	75,457	273,922	273,922		-57,755
UTILITIES	145,121	121,150	105,570	369,700	369,700		-15,580
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	365,481	331,015	241,594	1,232,150	1,232,150		-89,421
PARTS/MAINTENANCE SUPPLIES	4,092	13,396	17,305	20,000	20,000		3,909
SPECIAL SERV CONTRACT/MISC CHARGES	15,698	14,898	18,900	16,500	16,500		4,002
CAPITAL OUTLAY	720,272	-1,263,988	569,328	19,186,993	19,186,993		1,833,316
INTERFUND TRANSFER	1,713,006	1,667,256	1,653,252	3,306,502	3,306,502		-14,004
Total 057 TRANSPORTATION & PARKING FUND	\$ 7,692,214	\$ 4,567,003	\$ 5,963,083	\$ 31,647,282	\$ 31,793,149	\$ 145,867	\$ 1,396,080
058 PARKING FUND							0
PERSONNEL SERVICES	429,361	358,454	369,220	886,149	926,073	39,924	10,766
MATERIALS, SUPPLIES AND SERVICES	128,669	11,700	104,417	430,500	430,500		92,717
UTILITIES	1,969	2,606	3,603	9,000	9,000		997
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	4,719	42,194	44,016	148,000	148,000		1,822
PARTS/MAINTENANCE SUPPLIES	21,237	6,751	6,866	54,000	54,000		115
SPECIAL SERV CONTRACT/MISC CHARGES	59,595	1,758	63,526	65,000	65,000		61,768
CAPITAL OUTLAY				125,000	125,000		0
INTERFUND TRANSFER	3,000	4,002	8,250	16,500	16,500		4,248
Total 058 PARKING FUND	\$ 648,550	\$ 427,465	\$ 599,899	\$ 1,734,149	\$ 1,774,073	\$ 39,924	\$ 172,434
062 FLEET SERVICES FUND							0
PERSONNEL SERVICES	488,656	449,224	466,151	1,018,016	1,073,522	55,506	16,927
MATERIALS, SUPPLIES AND SERVICES	37,100	30,373	22,845	77,355	77,355		-7,528
UTILITIES	448,018	193,804	346,738	1,001,800	1,001,800		152,934
CONTRACT SVCS/CONSULTING/SOFTWARE LIC		3,515	2,169	3,800	3,800		-1,346
PARTS/MAINTENANCE SUPPLIES	338,641	283,116	296,493	770,200	770,200		13,377
Total 062 FLEET SERVICES FUND	\$ 1,312,416	\$ 960,032	\$ 1,134,396	\$ 2,871,171	\$ 2,926,677	\$ 55,506	\$ 174,364
064 SELF INSURANCE FUND							0
MATERIALS, SUPPLIES AND SERVICES	23,239	17,229	9,061	50,500	50,500		-8,168
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	415,292	313,193	259,979	536,000	536,000		-53,214
SPECIAL SERV CONTRACT/MISC CHARGES	605,087	702,508	775,055	860,000	968,828	108,828	72,547
Total 064 SELF INSURANCE FUND	\$ 1,043,618	\$ 1,032,929	\$ 1,044,096	\$ 1,446,500	\$ 1,555,328	\$ 108,828	\$ 11,167
070 SALES TAX REV BOND - DEBT SVS FUND							0
DEBT SERVICE	2,666,445	2,634,345	2,635,708	6,972,216	6,972,216		1,363
Total 070 SALES TAX REV BOND - DEBT SVS FUND	\$ 2,666,445	\$ 2,634,345	\$ 2,635,708	\$ 6,972,216	\$ 6,972,216		\$ 1,363
071 DEBT SERVICE FUND							0
DEBT SERVICE	1,575,127	1,737,581	1,599,344	9,509,688	9,509,688		-138,237
Total 071 DEBT SERVICE FUND	\$ 1,575,127	\$ 1,737,581	\$ 1,599,344	\$ 9,509,688	\$ 9,509,688		\$ (138,237)
TOTAL	\$ 60,893,537	\$ 63,411,911	\$ 71,632,622	\$ 181,561,033	\$ 183,223,462	\$ 1,662,429	\$ 8,220,712

November Sales Tax Update



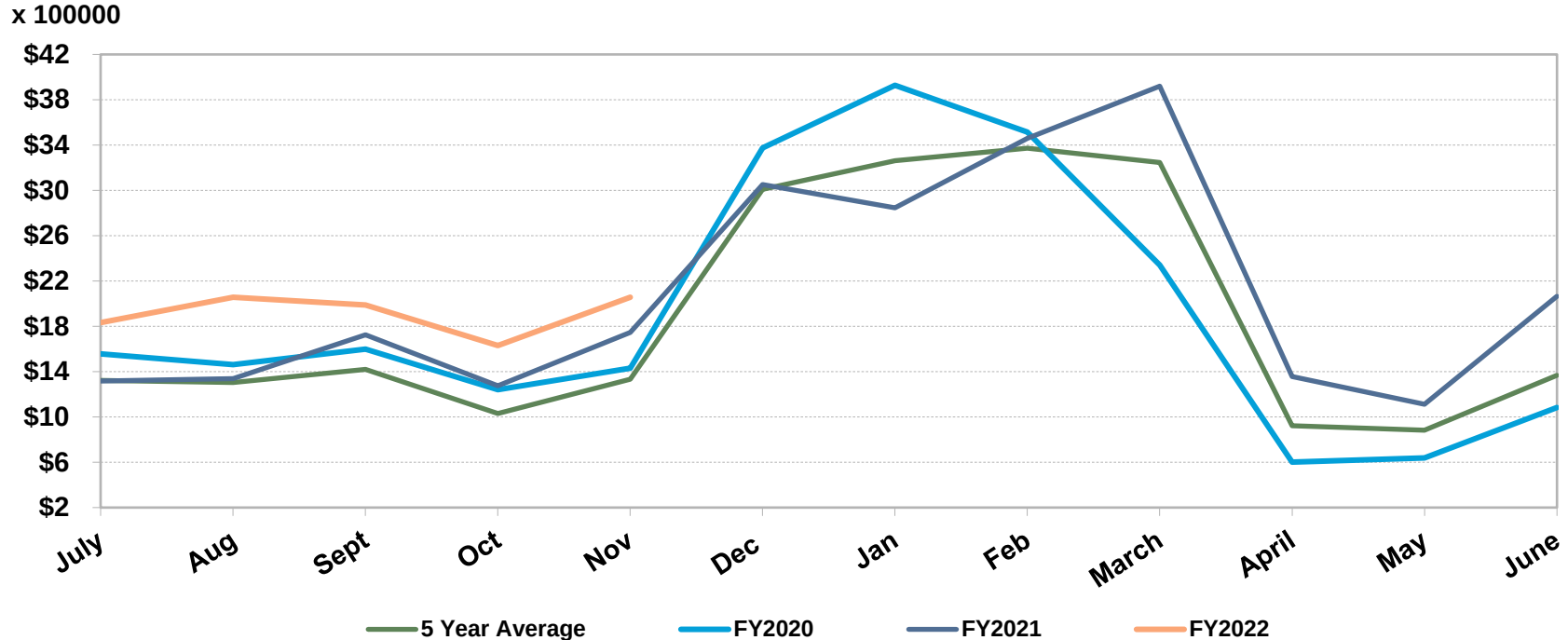
Citywide

PARK CITY

1884

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Sales Tax Revenues through November



*Does not Include TRT or Transit Tax

- November FY22 up 18% vs. November FY21
- TRT November FY22 up 50% vs. November FY21

Source: Park City Municipal Corporation. As of January 21, 2021.



General Fund

Sales Tax Summary – General Fund

General Fund - Sales Tax Summary - Monthly					
Month	FY19 Actual	FY20 Actual	FY21 Actual	FY22 Original Budget	FY22 Actual
July	\$812,668	\$890,546	\$767,523	\$664,517	\$1,047,907
August	\$730,497	\$839,320	\$777,490	\$893,477	\$1,171,593
September	\$754,343	\$912,173	\$991,597	\$896,914	\$1,132,767
October	\$533,991	\$715,887	\$735,086	\$740,255	\$934,102
November	\$805,462	\$820,365	\$995,487	\$685,164	\$1,328,051
December	\$1,644,270	\$1,877,541	\$1,709,314	\$1,593,658	
January	\$1,915,943	\$2,167,578	\$1,587,251	\$1,593,658	
February	\$1,795,614	\$1,936,051	\$1,915,684	\$1,761,076	
March	\$2,160,171	\$1,318,256	\$2,175,133	\$2,124,877	
April	\$509,306	\$374,250	\$792,166	\$810,883	
May	\$591,398	\$439,622	\$742,106	\$688,812	
June	\$771,332	\$603,136	\$1,186,465	\$880,395	
Total	\$13,024,993	\$12,894,725	\$14,375,301	\$13,333,686	

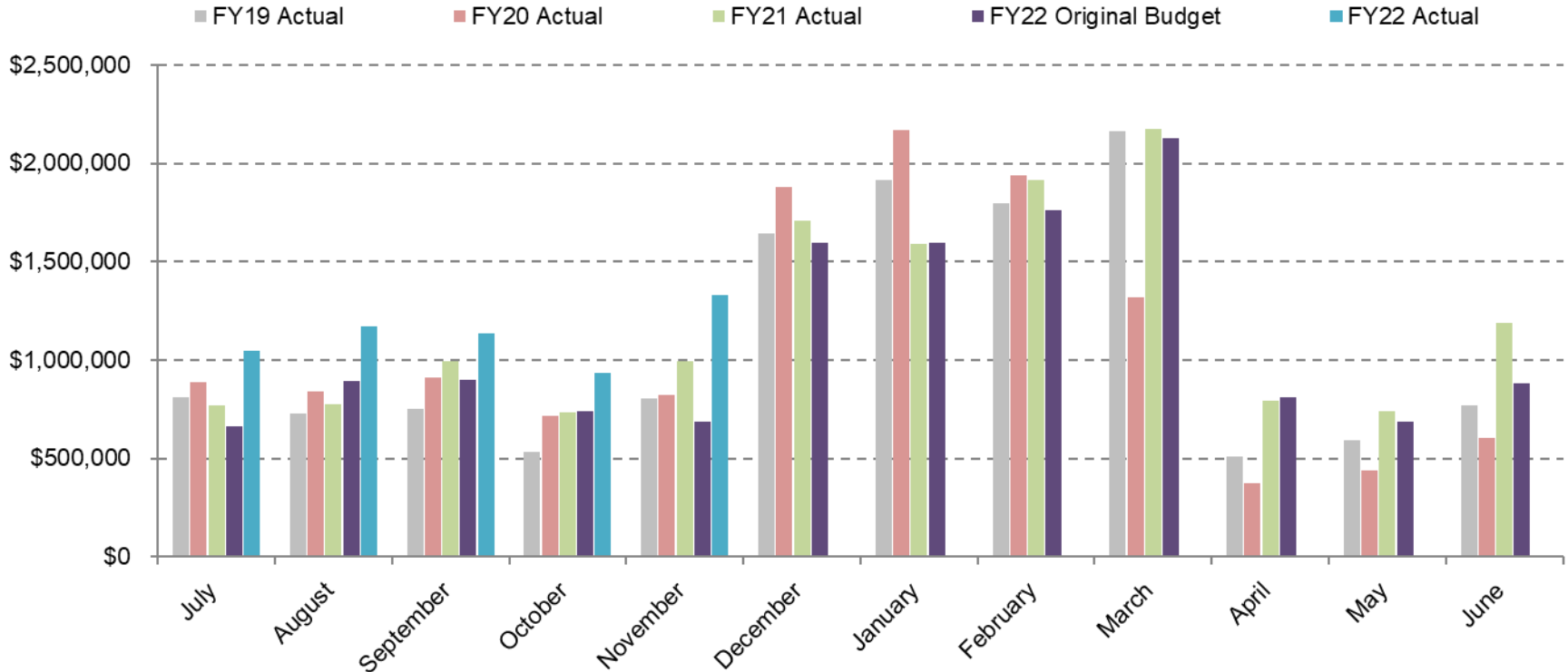
Sales Tax Summary – General Fund

General Fund - Sales Tax Summary - \$ Change					
Month	FY20 Actual vs. FY19 Actual	FY21 Actual vs. FY20 Actual	FY22 Actual vs. FY20 Actual	FY22 Actual vs. FY21 Actual	FY22 Actual vs. FY22 Budget
July	\$77,879	(\$123,023)	\$157,361	\$280,384	\$383,390
August	\$108,823	(\$61,829)	\$332,273	\$394,102	\$278,116
September	\$157,830	\$79,424	\$220,594	\$141,170	\$235,853
October	\$181,897	\$19,198	\$218,214	\$199,016	\$193,846
November	\$14,903	\$175,122	\$507,686	\$332,565	\$642,887
December	\$233,271	(\$168,227)			
January	\$251,635	(\$580,327)			
February	\$140,438	(\$20,367)			
March	(\$841,914)	\$856,876			
April	(\$135,056)	\$417,916			
May	(\$151,776)	\$302,484			
June	(\$168,196)	\$583,329			
Total	(\$130,267)	\$1,480,576	\$1,436,129	\$1,347,237	\$1,734,093

General Fund - Sales Tax Summary - % Change					
Month	FY20 Actual vs. FY19 Actual	FY21 Actual vs. FY20 Actual	FY22 Actual vs. FY20 Actual	FY22 Actual vs. FY21 Actual	FY22 Actual vs. FY22 Budget
July	10%	-14%	18%	37%	58%
August	15%	-7%	40%	51%	31%
September	21%	9%	24%	14%	26%
October	34%	3%	30%	27%	26%
November	2%	21%	62%	33%	94%
December	14%	-9%			
January	13%	-27%			
February	8%	-1%			
March	-39%	65%			
April	-27%	112%			
May	-26%	69%			
June	-22%	97%			
Total	-1%	11%			

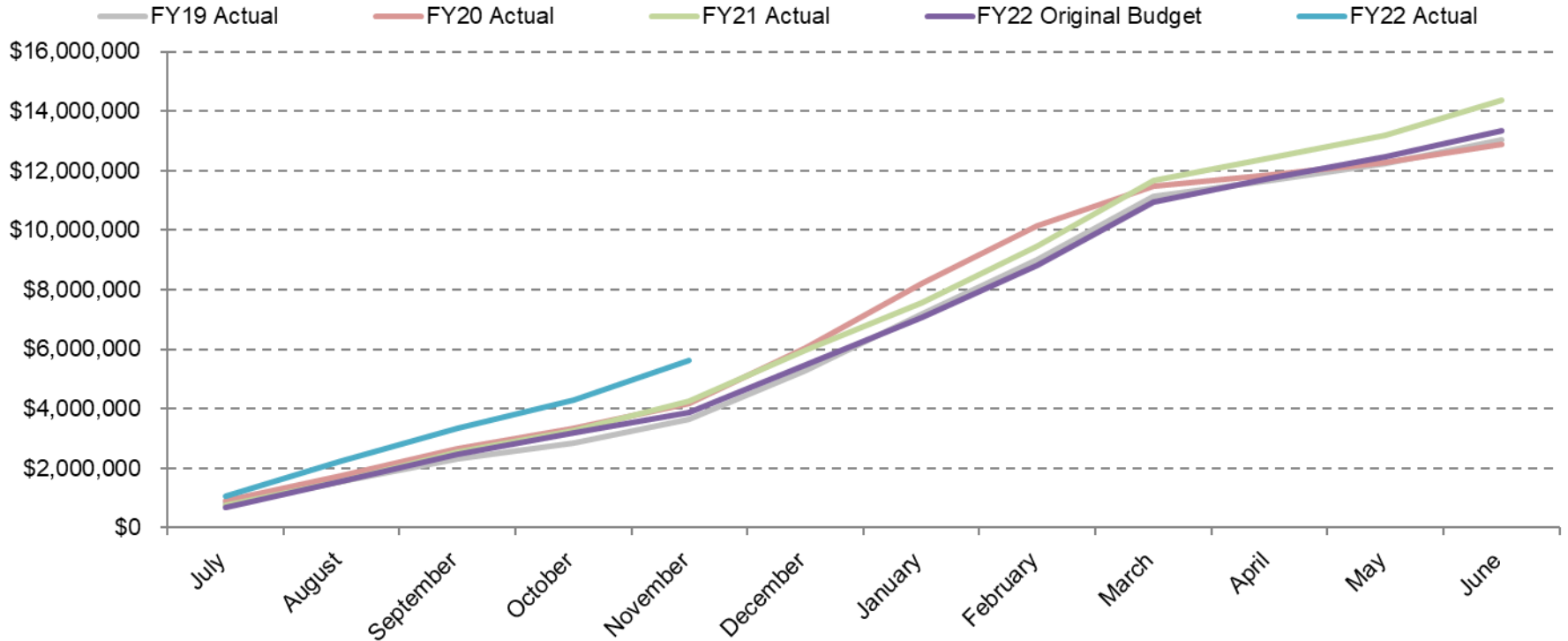
Sales Tax Summary – General Fund

General Fund Historical Sales Tax Revenues & Budgets Over Time by Month



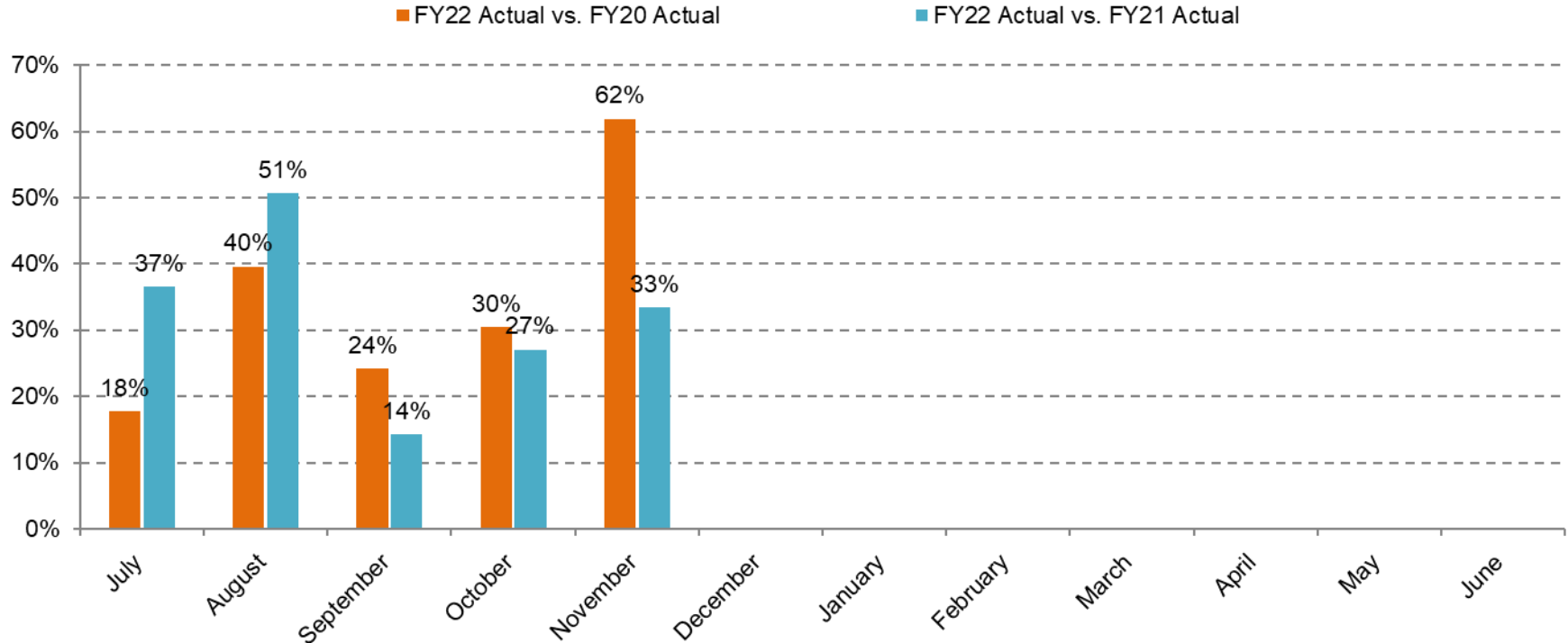
Sales Tax Summary – General Fund

General Fund - FY22 Cumulative Annual Sales Tax Revenues Through Different Lenses



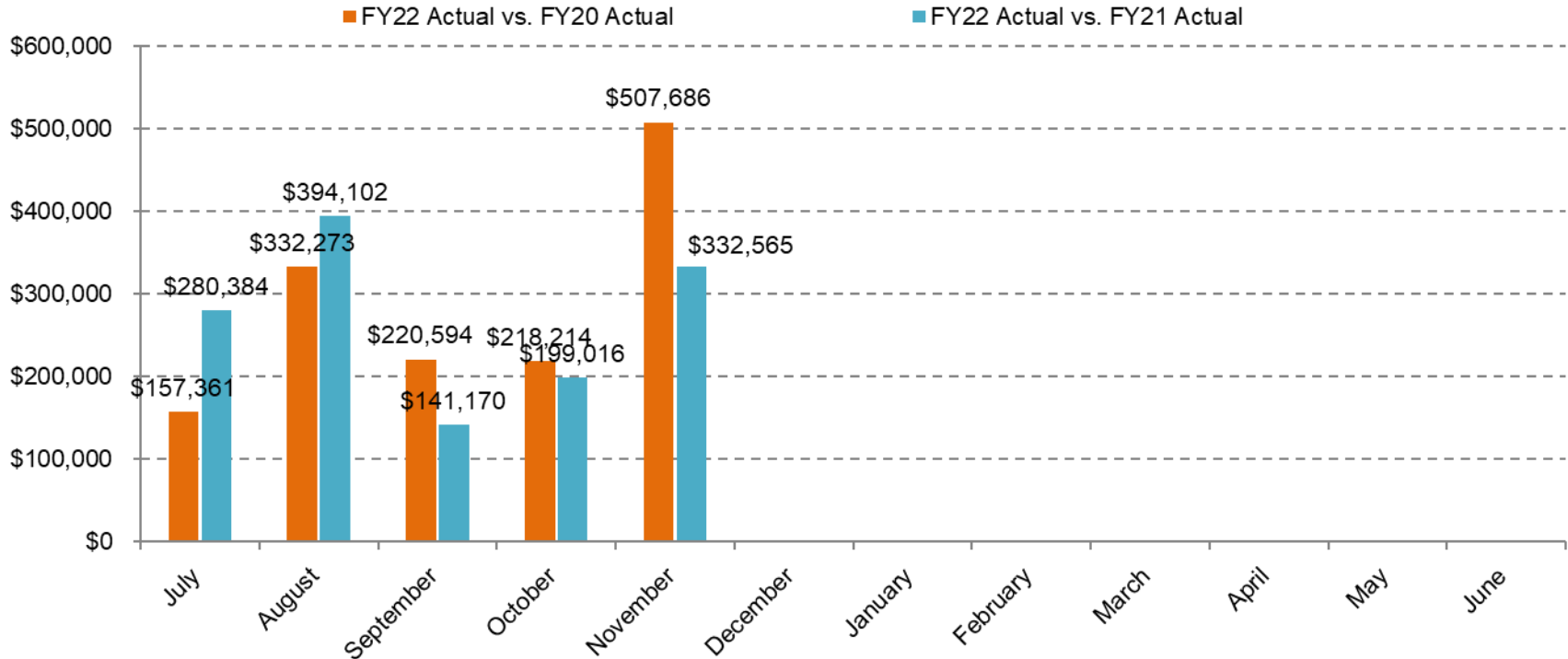
Sales Tax Summary – General Fund

General Fund FY22 Sales Tax % Change from Previous Fiscal Years



Sales Tax Summary – General Fund

General Fund FY22 \$ Change from Previous Fiscal Years





Capital Fund

PARK CITY

1884

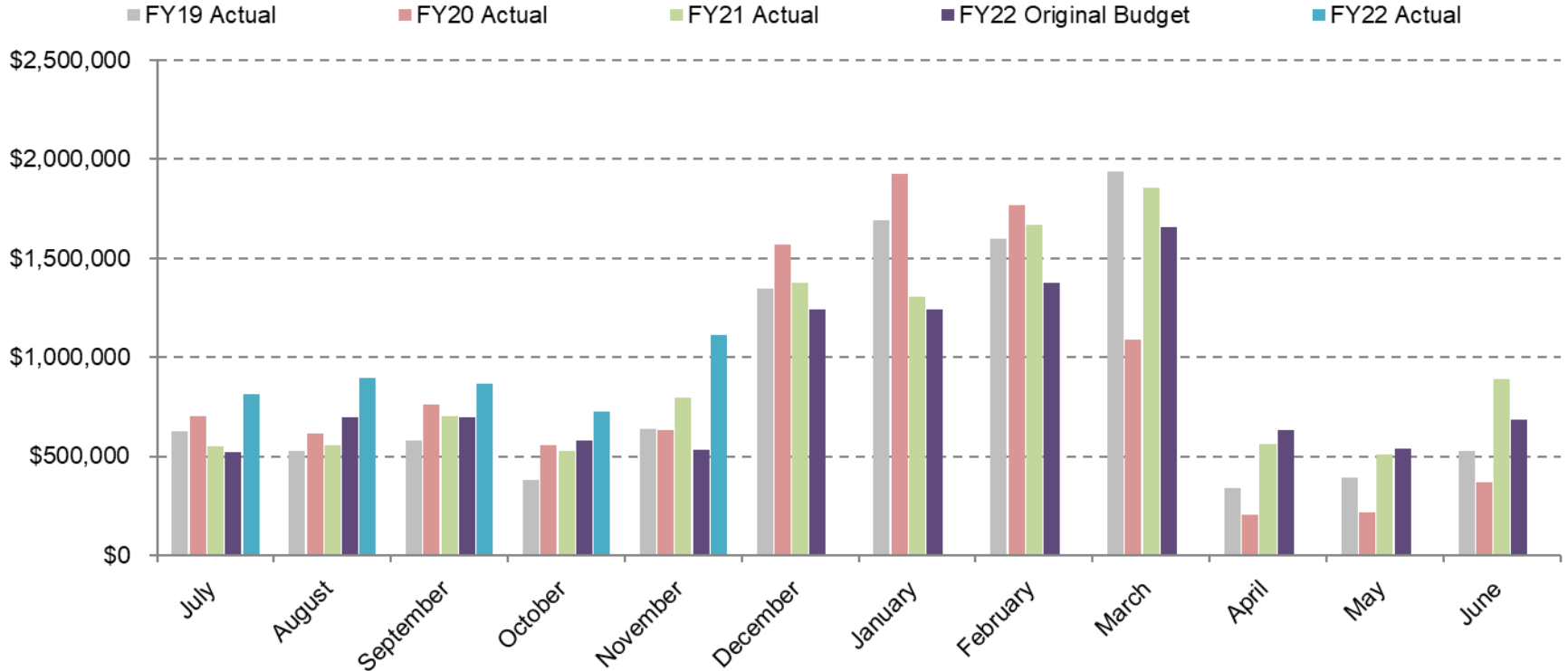
91

Sales Tax Summary – Capital Fund

Capital Fund - Sales Tax Summary - Monthly					
Month	FY19 Actual	FY20 Actual	FY21 Actual	FY22 Original Budget	FY22 Actual
July	\$627,203	\$704,479	\$548,052	\$518,076	\$816,105
August	\$529,229	\$616,238	\$555,028	\$696,578	\$895,269
September	\$577,009	\$759,286	\$699,815	\$699,259	\$867,890
October	\$378,251	\$555,393	\$527,415	\$577,123	\$725,811
November	\$635,932	\$629,796	\$794,579	\$534,173	\$1,111,541
December	\$1,344,356	\$1,570,492	\$1,374,419	\$1,242,459	
January	\$1,693,495	\$1,923,089	\$1,303,836	\$1,242,459	
February	\$1,596,315	\$1,765,073	\$1,670,788	\$1,372,983	
March	\$1,938,349	\$1,087,888	\$1,853,829	\$1,656,611	
April	\$340,118	\$206,191	\$561,565	\$632,187	
May	\$390,732	\$218,762	\$509,536	\$537,017	
June	\$528,340	\$369,764	\$892,170	\$686,380	
Total	\$10,579,328	\$10,406,450	\$11,291,032	\$10,395,302	

Sales Tax Summary – Capital Fund

Capital Fund Historical Sales Tax Revenues & Budgets Over Time by Month

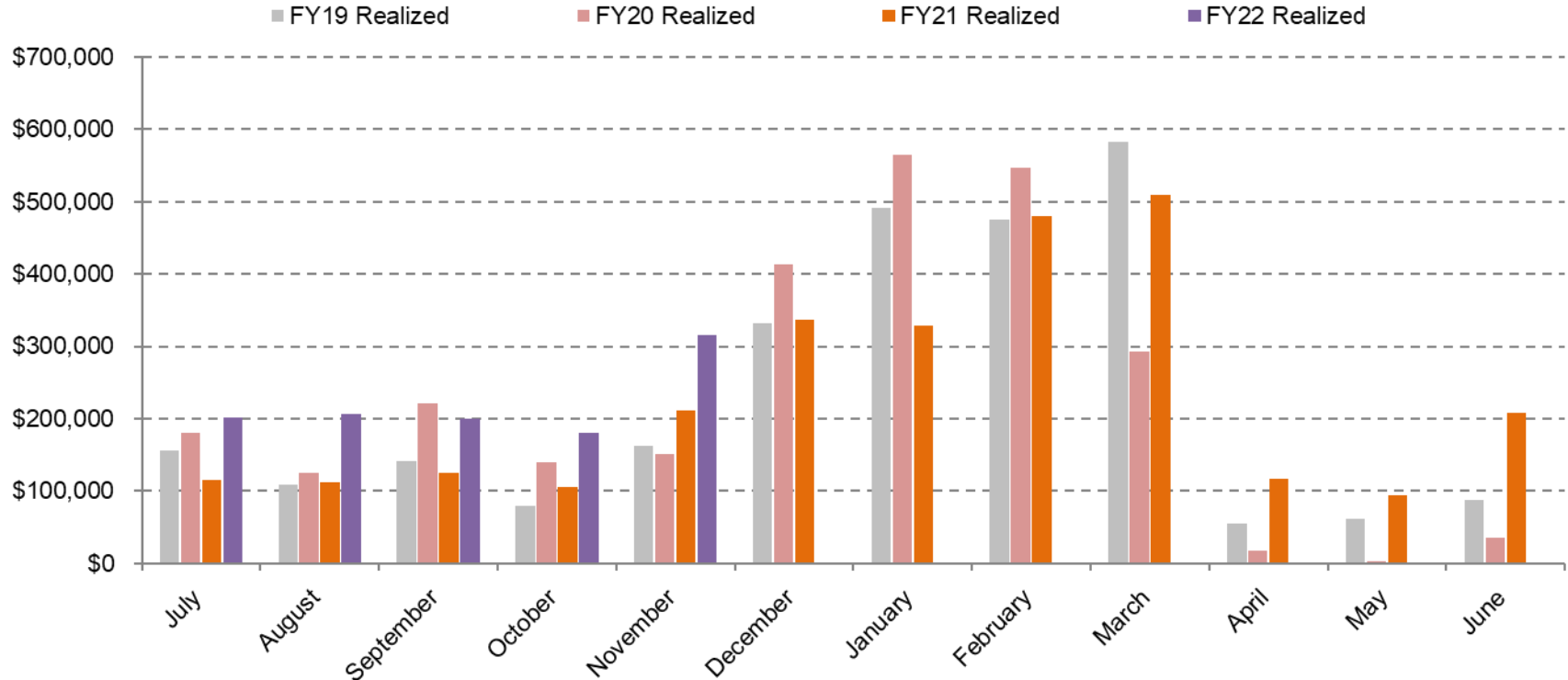


Sales Tax Summary – Transient Room Tax

Transient Room Tax						
Monthly	FY19 Realized	FY20 Realized	FY21 Realized	FY22 Realized	FY22 vs. FY21, \$ Variance	FY22 vs. FY21, % Variance
July	\$155,919	\$180,669	\$114,918	\$201,780	\$86,862	76%
August	\$108,460	\$125,677	\$112,872	\$206,192	\$93,320	83%
September	\$140,971	\$221,639	\$125,348	\$200,321	\$74,973	60%
October	\$78,769	\$139,424	\$104,921	\$179,897	\$74,976	71%
November	\$163,248	\$150,563	\$210,795	\$315,172	\$104,377	50%
December	\$332,107	\$412,832	\$336,374			
January	\$490,668	\$565,442	\$328,467			
February	\$475,570	\$546,738	\$479,315			
March	\$582,847	\$292,669	\$509,063			
April	\$55,730	\$17,479	\$116,391			
May	\$60,892	\$3,114	\$94,854			
June	\$87,903	\$36,423	\$208,432			
Total	\$2,733,084	\$2,692,669	\$2,741,751			

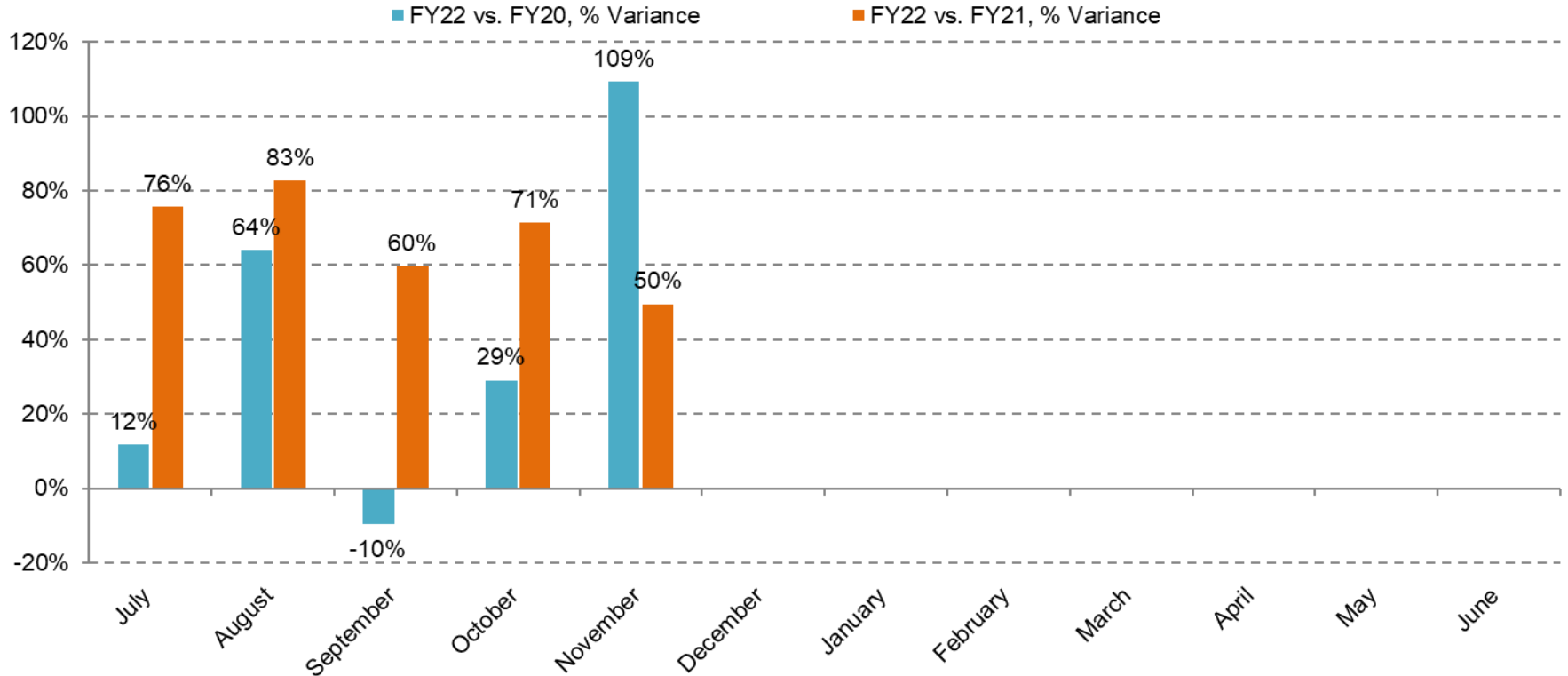
Sales Tax Summary – Transient Room Tax

Transient Room Tax Historical Revenues Over Time by Month



Sales Tax Summary – Transient Room Tax

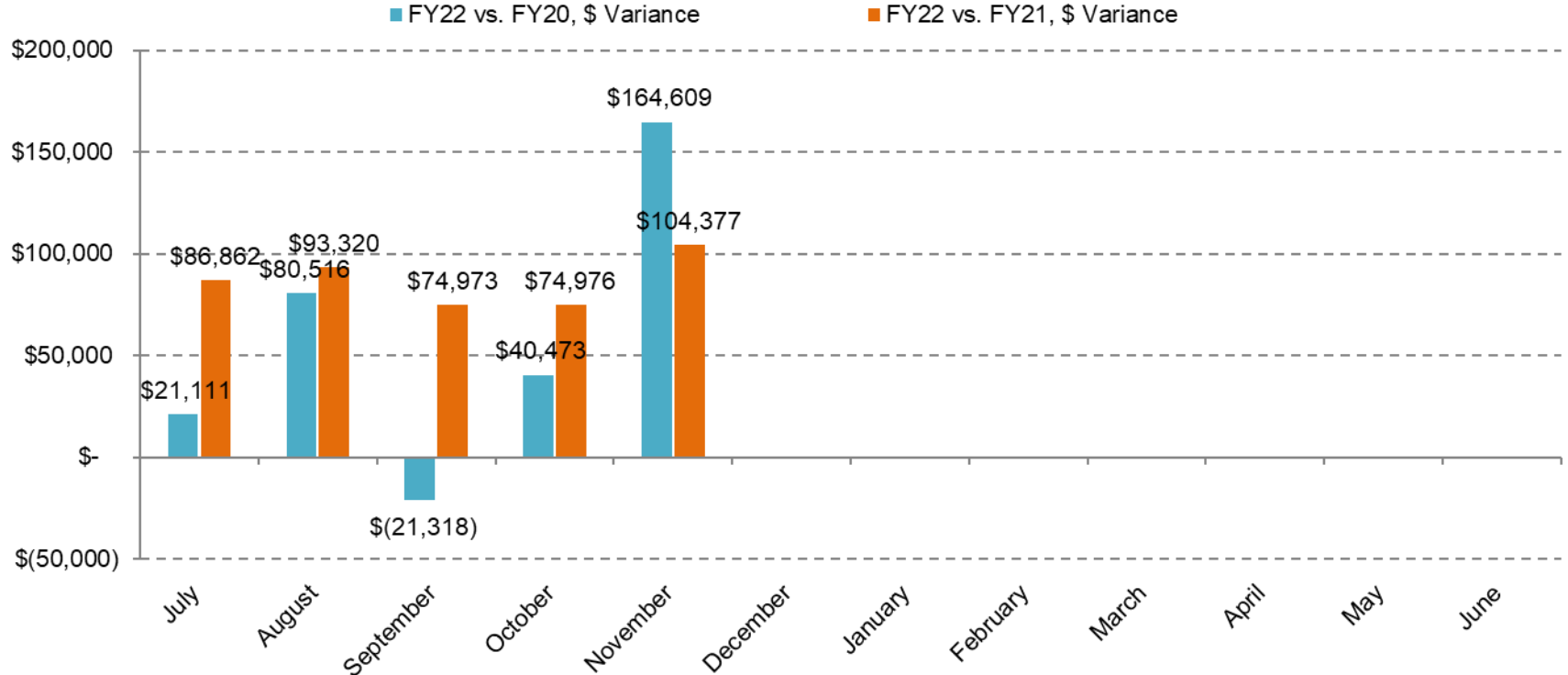
Transient Room Tax % Change from Previous Fiscal Years



Source: Park City Municipal Corporation. As of January 21, 2021.

Sales Tax Summary – Transient Room Tax

Transient Room Tax \$ Change from Previous Fiscal Years





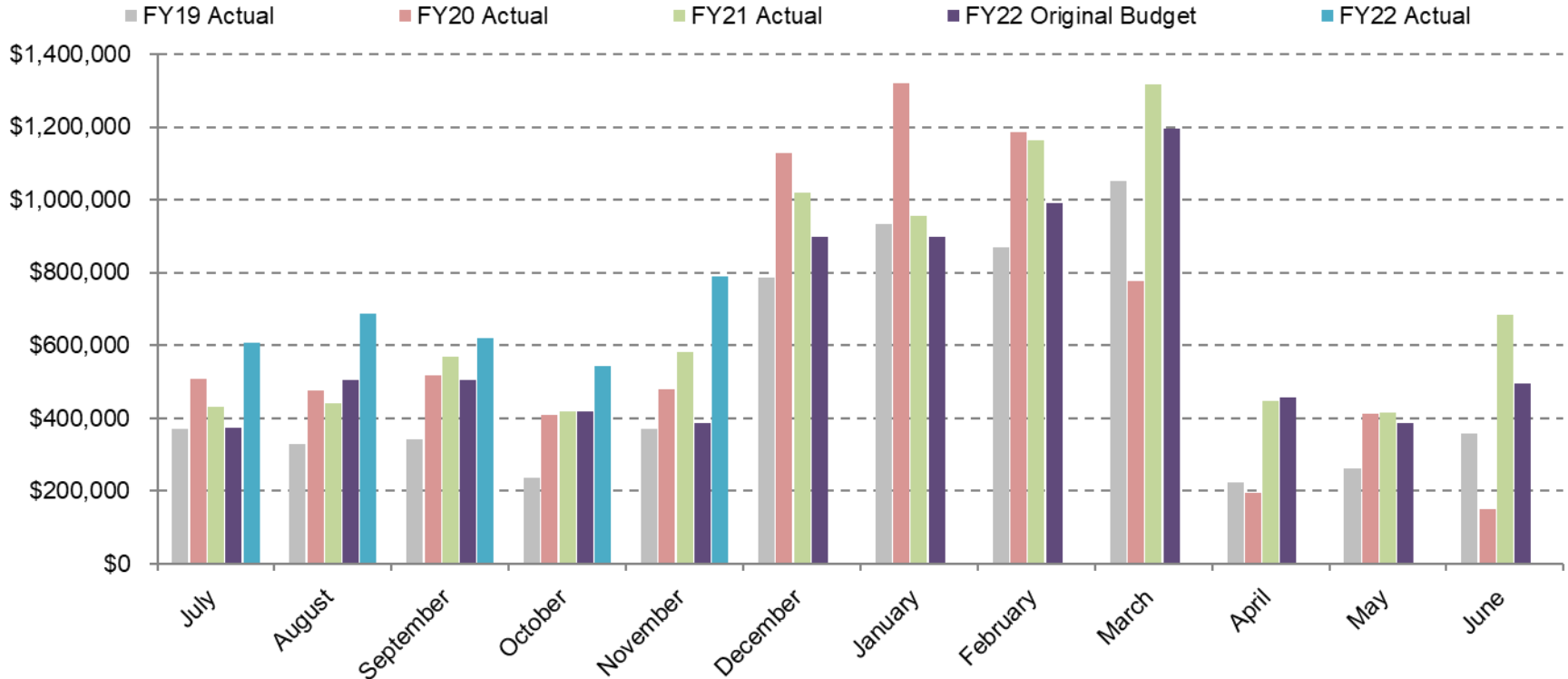
Transportation Fund

Sales Tax Summary – Transportation Fund

Transportation Fund - Sales Tax Summary - Monthly					
Month	FY19 Actual	FY20 Actual	FY21 Actual	FY22 Original Budget	FY22 Actual
July	\$370,330	\$507,735	\$431,048	\$374,274	\$608,068
August	\$328,650	\$476,867	\$441,580	\$503,230	\$686,058
September	\$340,448	\$517,995	\$570,321	\$505,166	\$618,912
October	\$234,717	\$409,895	\$419,670	\$416,932	\$544,337
November	\$372,095	\$480,163	\$583,067	\$385,903	\$790,856
December	\$785,302	\$1,129,662	\$1,019,746	\$897,591	
January	\$933,912	\$1,319,546	\$955,215	\$897,591	
February	\$869,901	\$1,187,380	\$1,164,026	\$991,886	
March	\$1,052,427	\$775,863	\$1,316,569	\$1,196,788	
April	\$222,826	\$194,288	\$446,180	\$456,711	
May	\$260,629	\$412,635	\$416,661	\$387,958	
June	\$357,095	\$148,275	\$684,361	\$495,862	
Total	\$6,128,331	\$7,560,305	\$8,448,444	\$7,509,890	

Sales Tax Summary – Transportation Fund

Transportation Fund Historical Sales Tax Revenues & Budgets Over Time by Month

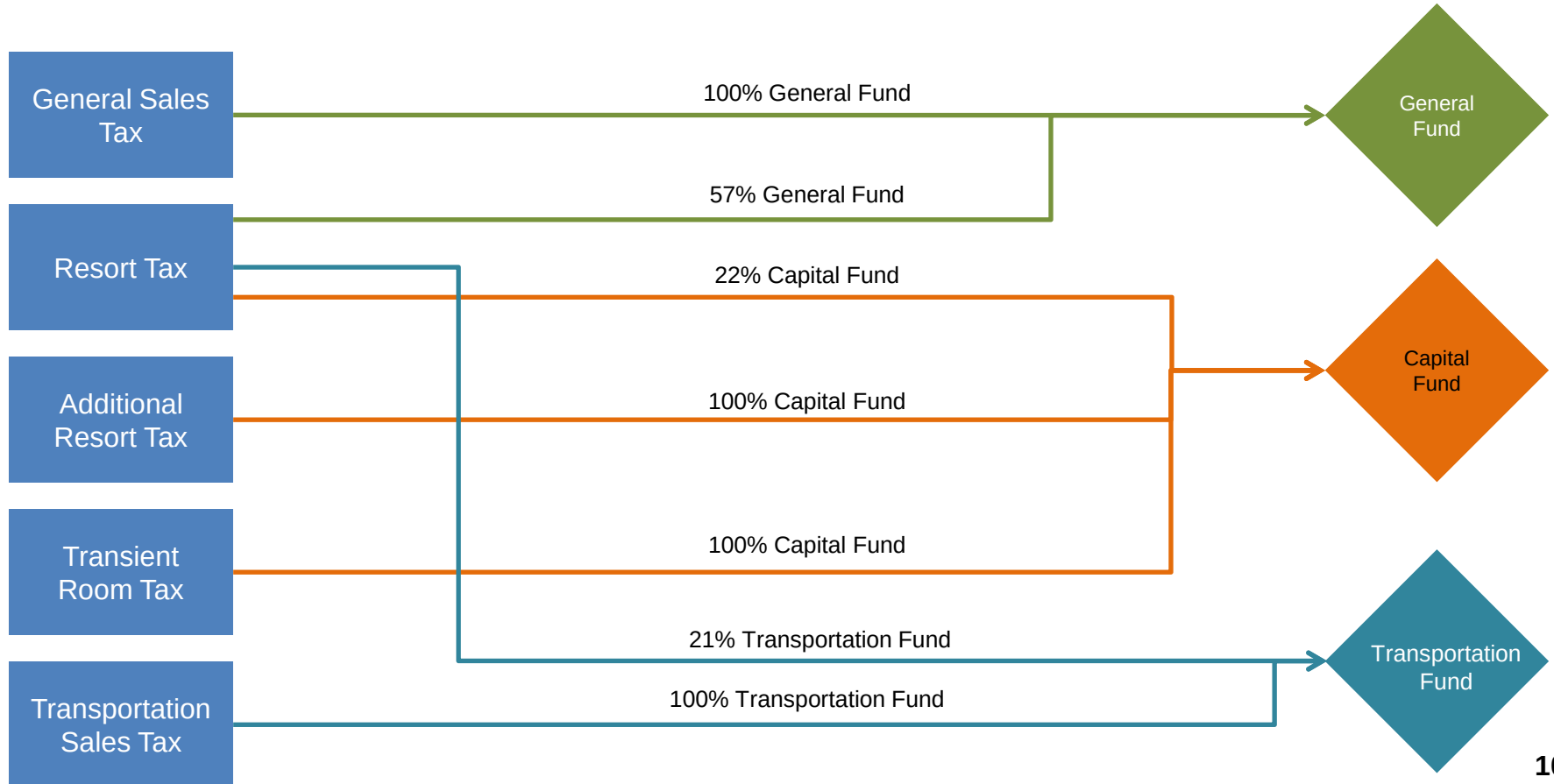


Source: Park City Municipal Corporation. As of January 21, 2021.



Appendix

Where Do Our Sales Taxes Go?



Council Agenda Item Report

Meeting Date: February 3, 2022

Submitted by: John Robertson

Submitting Department: Engineering

Item Type: Staff Report

Agenda Section:

Subject:

Deer Valley Resort Overflow Parking

Suggested Action:

Attachments:

[Deer Valley Overflow Parking Staff Report](#)

[Exhibit A: 2019-2020 Deer Valley Peak Day & Overflow Protocol](#)

[Exhibit B: 2020 - 2021 Temporary Deer Valley Peak Day & Overflow Protocol](#)

[Exhibit C: 2021-2022 Deer Valley Peak Day & Overflow Protocol](#)



City Council Staff Communications Report

Subject: Deer Valley Resort Overflow Parking
Author: John Robertson, PE, City Engineer
Department: Engineering
Date: February 3, 2022
Type of Item: Informational

On [December 19, 2019](#) / [minutes](#) (p. 10), the City Council was provided with an update on the Base Area Parking Lot #5 expansion and mitigation efforts by Deer Valley related to employee and visitor transportation and parking. Due to Deer Valley exceeding a 10% annual overflow of parking (approved as part of their Master Planned Development agreement) during the 2018/2019 ski season, staff requested direction from Council related to the use of the City's right-of-way on Deer Valley Drive for overflow parking.

To address the concerns from the 2018/19 ski season, Council directed the City Manager to modify Parking Regulations (pursuant to [Park City Municipal Code 9-1-5](#)) on Deer Valley Drive to allow overflow on-street parking when Deer Valley Resort parking lots were at capacity on no more than 10% of the operating days during any single ski season. Deer Valley and the City created a parking and operational plan (Exhibit A), which moved street parking from the east side to the west side of the street to help ensure pedestrians stayed on sidewalks, as opposed to roadways and ensured parking would not block transit stops. The plan also clarified that approved Special Events would not count towards overflow ski days.

In 2019/2020, Deer Valley did not exceed the 10% of overflow days, using a total of 5 overflow days.

On [January 7, 2021](#) / [minutes](#) (p.8), staff provided an update to Council regarding the operational plan in order to modify for the 2020-2021 ski season due to the pandemic (Exhibit B). The major modification was an increase to the locations of allowed overflow parking on Deer Valley Drive to the "Y intersection" in order accommodate more users of single occupancy vehicles and less transit usage because of social distancing protocols.

The operational plan for the 2021-2022 ski season (Exhibit C) is consistent with the peak day protocols and overflow parking locations approved in January of 2019. As of January 31, 2022, Deer Valley has overflowed 5 days this season. Deer Valley and City staff continue to follow operational plans as outlined, and Deer Valley continues to demonstrate a professional level of operational effort and control that support the continuation of this plan.

Exhibits

Exhibit A: 2019-2020 Deer Valley Peak Day & Overflow Protocol

Exhibit B: 2020-2021 Temporary Deer Valley Peak Day & Overflow Protocol
Exhibit C: 2021-2022 Deer Valley Peak Day & Overflow Protocol

Deer Valley Peak Day Protocol

Pre-Ski Day Protocol

Action: Check skier estimate

- **Detail:** Call Victoria to get most recent estimate on skier visit
- **Responsible Party:** Park City Transportation Manager
- **Schedule:** Minimum of 2 days before peak ski day or weekend

Action: City VMS Boards

- **Detail:** Deploy Portable City owned VMS Boards and activate with "Take Transit Carpool to Resorts."
- **Responsible Party:** Park City Transportation Manager Activate/ Streets Deploy
- **Schedule:** Minimum of 1 day

Action: UDOT VMS Boards

- **Detail:** Pre-message on peak days but not average weekend
- **Responsible Party:** Park City Transportation Planning
- **Schedule:** Minimum of 2 days

Day of Protocol

Action: Pedestrian snow removal

- **Detail:** Clear sidewalks south of lot 5 in designated overflow zone
- **Responsible Party:** Deer Valley
- **Schedule:** Day of

Action: Bagging of Signs

- **Detail:** Deer Valley to notify dispatch and bag signs when they go into overflow
- **Responsible Party:** Deer Valley
- **Schedule:** At time of overflow

Action: Overflow Monitoring

- **Detail:** Dispatch to log and verify overflow days
- **Responsible Party:** Park City Police Department
- **Schedule:** At time of overflow

Action: SR 224 Southbound VMS

- **Detail:** Activate to notify Deer Valley lot full
- **Responsible Party:** Park City Transportation Manager
- **Schedule:** At time of overflow

Deer Valley Peak Day Protocol

Action: UDOT Traffic Operations Center and PC Traffic Command Center

- **Detail:** Contact TOC and TCC and notify of PM peak egress
- **Responsible Party:** Park City Transportation Manager
- **Schedule:** At time of overflow and no later than 3PM

Action: Social Media

- **Detail:** Post on social media that resort lot is full and "Take Transit"
- **Responsible Party:** Park City Community Engagement/Transit Outreach
- **Schedule:** At time of overflow

Post Peak Day

Action: Overflow documentation

- **Detail:** Park City Police Department to verify overflow status following day
- **Responsible Party:** Park City Police
- **Schedule:** Day after

Temporary Operational Plan for Deer Valley Overflow Parking for 2020/21 Winter Season

1. Anticipating the potential need for overflow parking

Based upon ticket sales or projected ticket sales, whenever Deer Valley reasonably believes that parking lots will exceed capacity, Deer Valley shall notify the Police Operations Captain, or his designee, with as much advanced notice as possible. The Police Operations Captain, or his designee, will notify other key PCMC Department and/or Managers.

- a. Public Works/Streets Manager
- b. Transit Operations Center
- c. Police Traffic Unit Sergeant and Watch Commander

2. Snow Removal and Roadway Treatment

- Deer Valley staff will be responsible for plowing and removal of snow on the sidewalk, street and gutter, for the section of the roadway established for overflow parking and described above, in advance of load-in. PCMC will support as available while operating within established snow removal priority guidelines or in extenuating circumstances.
- Snow removal from the sidewalk and along the designated portion of the roadway is critical to the success of the plan. Deer Valley and PCMC agree that clear and direct communication between those responsible for snow removal is vital to the success of the plan (personnel contact list attached – Attachment B).

3. Implementation – Notification and Tracking

Once the Deer Valley parking lots reach capacity, Deer Valley staff will contact the Summit County Dispatch Center and advise that the overflow parking plan has been implemented.

- The dispatch center will notify the PCPD Watch Commander.
- The PCPD Watch Commander will follow an established PCPD protocol which includes:
 - o Opening a case in the police records management system with the nature, “Overflow Parking”.
 - o The Watch Commander will send police resources to the area as soon as practicable to assess the overall safety of the situation, enforce parking violations, and coordinate with PCMC Public Works and Deer Valley staff with regard to snow removal or surface treatment.
 - o The Watch Commander will notify the Police Operations Captain and the Transit Operations Center.

- o The Watch Commander will note in the end of shift watch log that the overflow plan was implemented, and describe any safety concerns or issues associated with overflow parking.
 - o The Operations Captain will track the number of days and report them to the PCMC Planning Department by the 5th day of each month for the duration of the ski season.
- Deer Valley shall also be responsible for tracking the number of overflow days and submitting a monthly report to the PCMC Planning Department by the 5th day of each month for the duration of the ski season.

4. Installation of temporary cones, barricades and signage

PCMC and Deer Valley have identified key areas on the section of Deer Valley Drive East which will require the deployment of cones, barricades and signage in an effort to maintain a safe line of sight for drivers and to maintain driveways, fire hydrants and fire lanes, intersections, and PCMC bus stops. These areas have been pre-determined and jointly agreed upon by PCMC and Deer Valley Staff (Map attached). Deer Valley Staff will be responsible for the timely placement of safety devices and signage. The following distances will be maintained with the use of the temporary safety equipment and signage:

- No parking within 30 feet of a stop sign (There are no stop signs within the currently established overflow area)
- No parking within 15 feet of a driveway or intersection (including Deer Valley parking lot entrances)
- No parking 10 feet of either side of a fire hydrant
- No parking on a curve where line of sight is diminished (No areas of concern were noted during the walk through with PCMC and Deer Valley staff)
- There are five City bus stops located within the designated overflow parking area. Deer Valley will protect an area of 15 feet directly in front of the bus stops to allow for safe passenger unloading. The bus will unload from the travel lane.
- Deer Valley staff will place and remove bags over all no parking signs located within the defined overflow area.

5. Traffic flow direction, notification, and safe turn-around

Because overflow street parking is limited to the west side of Deer Valley Drive it, it will be critical for Deer Valley staff to notify drivers in advance of the proper direction of travel to accomplish overflow parking. Once

overflow parking has been initiated, Deer Valley will send a staff member with signage and an orange traffic wand, to the Y intersection to indicate to drivers travelling south on Deer Valley Drive, toward Snow Park Lodge, to turn left at the Y for overflow parking. In the event that vehicles do not turn left and enter the overflow parking from the wrong direction, Deer Valley staff will utilize a portion of lot 6 as a safe area for drivers to pull through and park on the overflow section on Deer Valley Drive. Once the overflow section on Deer Valley Drive next to Deer Valley's parking lots is full, Deer Valley staff will direct drivers onto Doe Pass to head back to the Y intersection, at which time they would turn right to reach additional street parking. Deer Valley staff will be present at the Y intersection and at the designated turn around. Deer Valley staff will also change the direction of their loading zone at the Snow Park Lodge to be consistent with the traffic flow direction necessary to safely accomplish overflow parking.

6. Transit Operations Center Coordination and Outreach

Once overflow parking has been activated, the Transit Operations Center may activate VMS signs located on major roads leading into Park City and/or coordinate the use of social media and other forms of media to notify the public that Deer Valley parking is full and encourage patrons to utilize transit. Deer Valley will also utilize community outreach methods to notify patrons of the overflow situation. Once overflow street parking is maxed (approximately 56 spaces), Deer Valley staff will advise patrons to utilize park and ride lots or other available public parking lots that are serviced by public transit.

DRAFT DV Overflow Parking Map



Deer Valley Drive Overflow Parking Operational Plan



Prepared by: Park City Municipal Corporation
Revised For: Winter 2021-2022



Overview

Park City Municipal Corporation (PCMC) and Deer Valley Resort have collaborated to develop this operational plan which provides for a coordinated response for limited overflow parking on Deer Valley Drive East when the resort parking lots (lots 1-6) reach capacity.

A 1977 development agreement between Deer Valley and Park City Municipal was updated in 1986 to allow for overflow parking onto Deer Valley Drive, including a need to revisit the need for constructing more parking if overflow exceeded 10% of any one season's number of operating ski days. Historically, this overflow parking had occurred on the east side of Deer Valley Drive. On December 19, 2019 the Park City Council voted to limit this overflow parking to the west side of the street and to start the season testing an additional limit to allow parking along Deer Valley Drive in front of Lots 1-5 only, with the understanding that the City Manager and Staff had the ability to expand such street parking farther along Deer Valley Drive, back to the "Y" intersection near Deer Valley Plaza (map attached – attachment A), while still recognizing to the 10% of operating ski day clause.

Most of the activation and ongoing operations of the overflow parking plan is the responsibility of Deer Valley, with ancillary support from various PCMC departments including Park City Transit, Public Works, Parks, Police, and the City Engineer; however, this responsibility can be delegated to appropriate Management Team staff with concurrence from the City Manager's office.

Key functions of the Plan include:

- Notification of the intent to establish overflow street parking
- Initial notification to internal PCMC departments
- Mobilizing Deer Valley and PCMC Resources necessary to enact the plan
- Tracking the number of overflow parking days during the ski season
- Designated locations for the placement of safety equipment, signage, and staff
- Establishment of outreach through use of VMS and other media outlets

Elements of the Plan

1. Anticipating the potential need for overflow parking

Based upon ticket sales or projected ticket sales, whenever Deer Valley reasonably believes that parking lots will exceed capacity, Deer Valley shall notify the Special Events Lieutenant, or his/her designee, with as much advanced notice as possible. The Special Events Lieutenant, or his/her designee, will notify other key PCMC Department and/or Managers.

- a. Public Works/Streets Manager
- b. Transit Operations Center
- c. Police Traffic Unit Sergeant and Watch Commander

2. Snow Removal and Roadway Treatment

- Deer Valley staff will be responsible for plowing and removal of snow on the sidewalk,

street, and gutter, for the section of the roadway established for overflow parking and described above, in advance of load-in. PCMC will support as available while operating within established snow removal priority guidelines or in extenuating circumstances.

- Snow removal from the sidewalk and along the designated portion of the roadway is critical to the success of the plan. Deer Valley and PCMC agree that clear and direct communication between those responsible for snow removal is vital to the success of the plan (personnel contact list attached – Attachment B).

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Once the Deer Valley parking lots reach capacity, Deer Valley staff will contact the Summit County Dispatch Center and advise that the overflow parking plan has been implemented.

- The dispatch center will notify the PCPD Watch Commander.
- The PCPD Watch Commander will follow an established PCPD protocol which includes:
 - Opening a case in the police records management system with the nature, “Overflow Parking”.
 - The Watch Commander will send police resources to the area as soon as practicable to assess the overall safety of the situation, enforce parking violations, and coordinate with PCMC Public Works and Deer Valley staff regarding snow removal or surface treatment.
 - The Watch Commander will notify the Special Events Lieutenant and the Transit Operations Center.
 - The Watch Commander will note in the end of shift watch log that the overflow plan was implemented and describe any safety concerns or issues associated with overflow parking.
 - The Special Events Lieutenant will track the number of days and report them to the PCMC Planning Department by the 5th day of each month for the duration of the ski season.
- Deer Valley shall also be responsible for tracking the number of overflow days and submitting a monthly report to the PCMC Planning Department by the 5th day of each month for the duration of the ski season.

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PCMC and Deer Valley have identified key areas on the section of Deer Valley Drive East which will require the deployment of cones, barricades, and signage to maintain a safe line of sight for drivers and to maintain driveways, fire hydrants and fire lanes, intersections, and PCMC bus stops. These areas have been pre-determined and jointly agreed upon by PCMC and Deer Valley Staff (Map attached). Deer Valley Staff will be responsible for the timely placement of safety devices and signage. The following

distances will be maintained with the use of the temporary safety equipment and signage:

- No parking within 30 feet of a stop sign (There are no stop signs within the currently established overflow area)
- No parking within 15 feet of a driveway or intersection (including Deer Valley parking lot entrances)
- No parking within 10 feet of a fire hydrant (There are no fire hydrants within the currently established overflow area)
- No parking on a curve where line of sight is diminished (No areas of concern were noted during the walk through with PCMC and Deer Valley staff)
- There is one City bus stop located within the designated overflow parking area. Deer Valley will protect an area of 15 feet directly in front of the bus stop to allow for safe passenger unloading. The bus will unload from the travel lane.
- Deer Valley staff will place and remove bags over all no parking signs located within the defined overflow area.

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Because overflow street parking is limited to the west side of Deer Valley Drive, it will be critical for Deer Valley staff to notify drivers in advance of the proper direction of travel to accomplish overflow parking. Once overflow parking has been initiated, Deer Valley will send a staff member with signage and an orange traffic wand, to the Y intersection to indicate to drivers travelling south on Deer Valley Drive, toward Snow Park Lodge, to turn left at the Y for overflow parking. In the event that vehicles do not turn left and enter the overflow parking from the wrong direction, Deer Valley staff will utilize a portion of lot 6 as a safe area for drives to pull through and park on the overflow section on Deer Valley Drive. Once the overflow section on Deer Valley Drive next to Deer Valley's parking lots is full, Deer Valley staff will direct drivers onto Doe Pass to head back to the Y intersection, at which time they would turn right to reach additional street parking. Deer Valley staff will be present at the Y intersection and at the designated turn around. Deer Valley staff will also change the direction of their loading zone at the Snow Park Lodge to be consistent with the traffic flow direction necessary to safely accomplish overflow parking.

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Once overflow parking has been activated, the Transit Operations Center may activate VMS signs located on major roads leading into Park City and/or coordinate the use of social media and other forms of media to notify the public that Deer Valley parking is full and encourage patrons to utilize transit. Deer Valley will also utilize community outreach methods to notify patrons of the overflow situation. Once overflow street parking is maxed (approximately 56 spaces), Deer Valley staff will advise patrons to utilize park and ride lots or other available public parking lots that are serviced by public transit.

7. Special Events

Overflow parking that is the result of special events shall be considered separately through the special events permitting process. This overflow parking operational plan pertains to the

established development agreement between PCMC and Deer Valley. PCMC understands that event parking in specific time periods may precipitate the use of overflow parking. When this happens, these occurrences will not be counted as part of the 10% skier limitation days. A clearly established plan for tracking will be determined at those times.

8. Plan Modification

On December 19, 2019, the Park City Council established the current limitations on the section of Deer Valley Drive East where overflow parking may occur as is set forth in this document. The City Council advised that if this current plan is successful and managed well, and in accordance with Council goals and public safety the plan may be modified in the future to consider more sections of the roadway for overflow parking. On January 7, 2021, the Park City Council approved Deer Valley to work cooperatively with City Staff on expanding street parking to the Y.

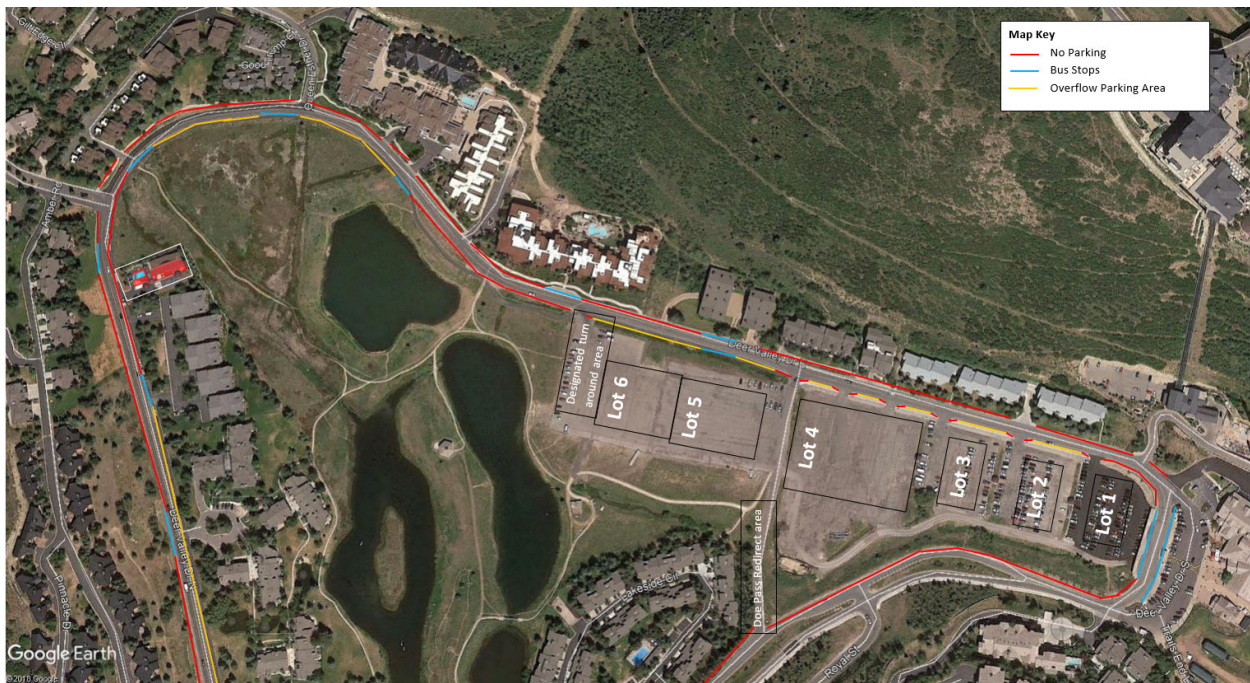
This plan shall be in effect until such time as either the Snow Park Garage is completed or 2) this agreement is modified by the City.

9. Attachments

- Attachment A – Overflow Parking Area Map
- Attachment B – Key Personnel Contact List Deer Valley and PCMC

ATTACHMENT A

Map of Overflow Parking Area



ATTACHMENT B

Contact List of Key Personnel

Deer Valley Overflow Parking - Key Personnel and Duties					
					
Name	Mobile Number	Desk Number	Email Address	Department	Responsibilities
Summit County Dispatch Center		435-615-5500		Sheriff	Notification and dissemination to PCPD Supervisor
PCMC Transit Operations Center		435-615-5365, 5366, 5367		Transit	Coordination and Outreach
Lealaitafea, Vai	435-731-0740	435-615-5552	vai@parkcity.org	Police	Special Events/SWAT Lieutenant, Peak Ski Traffic Unit Manager
Robertson, John		435-615-5075	john.robertson@parkcity.org	Engineer	City Engineer
Dayley, Troy	435-714-0392	435-615-5637	troy@parkcity.org	Public Works	Department Manager, streets, snow removal
Diersen, Jenny	435-640-5063		jenny.diersen@parkcity.org	Economic Development	Special Events Manager
McKinney, Rob	435-659-7683		rob.mckinney@parkcity.org	Police	Operations Lieutenant, Patrol Supervisor, Patrol Traffic Unit Manager
Coleman, Casey	435-776-6345		ccoleman@parkcity.org	Streets	Streets supervisor, snow removal
Connell, Bill	435-714-2129		william.connell@parkcity.org	Streets	Snow removal supervisor
Dayley, Clint	435-901-0727		dint@parkcity.org	Parks	Sidewalk snow removal
Chamberlain, Jarren	435-659-6781		jarren.chamberlain@parkcity.org	Parks	Sidewalk snow removal
					
Name	Mobile Number	Desk Number	Email Address	Department	Responsibilities
Skelton, Cindy	435-640-7130		cskelton@deervalley.com		Guest Services Manager
Pierson, Tristan	307-677-4317				Guest Services Assistant Manager
Lang, Garrett	607-329-2871				Assistant Director of Mountain Operations
Cook, Chance	801-548-5989				Guest Services Assistant Manager
Enos, Scott	435-962-4650				Snowmaking/Snow Removal Manager
Schlaepfer, Victoria	303-842-9725		vschlaepfer@deervalley.com		Transportation Liaison and Senior Events Coordinator

Council Agenda Item Report

Meeting Date: February 3, 2022

Submitted by: Heinrich Deters

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Park City Fire District Temporary Use of Mine Bench Property

Suggested Action:

Attachments:

[PCFD Mine Bench Temporary Use Staff Report](#)

City Council Staff Communications Report



Subject: Park City Fire District Temporary Use of Mine Bench Property
Author: Heinrich Deters
Department: Sustainability
Date: January 27, 2022
Type of Item: Staff Communication

In the summer of 2020, the Park City Fire District (PCFD) contacted the City about the temporary use of the City-owned Mine Bench property to facilitate a temporary PCFD station for the duration of a renovation to the Silver Lake Station 34. Repairs and subsequent upgrades to the Silver Lake Station will allow PCFD to deliver more appropriate equipment for fire and EMS responses in the upper Deer Valley and Upper Main Street areas.

Currently, Park City's Public Works Department, which includes streets and parks, relies on portions of the Mine Bench property to store equipment and coordinate maintenance activities that support the Park City community. Public Works uses this property because the Parks building on the Park City Municipal Golf Course no longer exists and the Public Works facility on Iron Horse Drive was converted to operational/administrative uses. This property has proven to be an essential component of our workforce's ability to meet the day-to-day demands and expectations of both our residents and the growing resort economy.

The Mine Bench is also ideal for temporary relocation of the PCFD because it provides ample room for temporary living quarters and garage space for fire and EMS apparatus. Furthermore, the location allows the PCFD to maintain critically important response times. The Jordanelle Special Service District (JSSD) also owns property at the Mine Bench and has been an important and willing partner in accommodating PCFD's needs.

Given the importance of fire protection and EMS, PC Public Works will temporarily provide space to accommodate the PCFD's use with minimal impacts and will continue to use the property simultaneously with the PCFD.

The PCFD proposed use is subject to the Administrative Conditional Use Permit (ACUP) process associated with temporary structures. Staff anticipates receiving an application from PCFD in the very near future and processing over the next several weeks. The temporary use contemplates two modular units for living spaces and the required utility upgrades.

PCFD anticipates the construction of Silver Lake Station 34 to start in April 2022 and be completed by December (approximately 9 months).

Council Agenda Item Report

Meeting Date: February 3, 2022

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Minutes

Agenda Section:

Subject:

Consideration to Approve the City Council Meeting Minutes from January 13, 2022

Suggested Action:

Attachments:

[January 13, 2022 Minutes](#)



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

January 13, 2022

The Council of Park City, Summit County, Utah, met in open meeting virtually on January 13, 2022, at 5:30 p.m.

Council Member Doilney moved to close the meeting to discuss litigation and advice of counsel at 5:30 p.m. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Rubell, and Toly

CLOSED SESSION

Council Member Rubell moved to adjourn from Closed Meeting at 6:00 p.m. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Rubell, and Toly

PARK CITY HOUSING AUTHORITY MEETING

I) ROLL CALL

Attendee Name	Status
Chair Nann Worel Board Member Max Doilney Board Member Becca Gerber Board Member Jeremy Rubell Board Member Tana Toly Matt Dias, Executive Director Margaret Plane, City Attorney Michelle Kellogg, Secretary	Present via Zoom
None	Absent

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

Chair Worel opened the meeting for any who wished to speak or submit comments on items not on the agenda. No comments were given. Chair Worel closed the public input portion of the meeting.

III) NEW BUSINESS

1. Consideration to Approve the Plan to Fulfill the Affordable Housing Obligation Generated by the Proposed Founder's Place Development Project:

Elyse Kats, Housing Analyst, presented this item and reviewed the housing mitigation plan. She explained Founder's Place was annexed into the City in 1998. The residential development would include six affordable units onsite. The settlement agreement for the development was set at 4%. By comparison, the St. Regis was required to provide 10% affordable units. After some negotiation, Founder's Place agreed to build 10% affordable housing, which would be six-one bedroom/one bathroom units plus an estimated \$1.875 million community benefit fee to the City for affordable housing projects. The units would be for Founder's Place employees first, and if they were not filled, they would be opened to Summit or Wasatch County residents. Kats explained the proposed community benefit fee covenant, which was estimated to be \$1.5 million during the initial property sales and approximately \$37,500 annually thereafter through 2035.

Board Member Gerber asked if the City would receive a larger annual fee if property values increased. Kats stated the City would receive the same ratio, which meant more income if property values increased. She indicated the foundation would assess the greatest priorities in the community and fund those projects with the community benefit fee. Affordable housing would continue to receive .5% funding and the foundation would determine what priority would receive the other .5%. It was possible they could choose to continue using all the funds for affordable housing, but it wasn't guaranteed. Board Member Gerber asked what the fee would be used for after 2035, to which Kats related the entire 1% would be used for the Founders Place community benefit.

Bill Fiveash, developer, indicated he wanted to establish the benefit and it would be permanent. He thought it was a good way to engage with the City and noted the Board of Directors would have the discretion on how to spend the benefit. Board Member Gerber noted other projects were required to construct the affordable units first, to which Kats indicated this language was in the action letter for Founders Place.

Board Member Toly asked who made the decision that first priority for the affordable units be given to Founders Place employees. Kats stated that was a negotiation between the developer and the Affordable Housing team. Staff supported the decision because of the lack of transportation to the area. Board Member Toly felt this was not helping the affordable housing problem since it was being built for people who were part of a project that hadn't been built yet. Fiveash indicated this project was not ideal for

1 affordable housing because it was a gated community with limited services. It made
2 sense to build some units there and provide funds for housing to be built in other parts
3 of the community. Board Member Toly didn't agree with that conclusion and noted those
4 who would live in the units could own a car.

5
6 Board Member Rubell stated the Housing Resolution set 80% Area Median Income
7 (AMI) as the maximum for affordable units, and asked if the ratio could potentially be
8 lower, to which Kats affirmed. Board Member Rubell asked if the employee salaries
9 could support the rent on these units. Kats stated it was thought the units would go to
10 managers, who would earn a higher salary. Fiveash noted there was success with this
11 model at One Empire Pass. The employees were compensated well and he thought the
12 units would be filled. Board Member Rubell asked if the fee was paid from the seller or
13 buyers of the market rate units. Fiveash indicated the buyer would pay the fee but that
14 could be negotiated between the parties at the time of the sale. Board Member Rubell
15 asked if the association that would be subject to the transfer fee cover the entire
16 development or was the restaurant excluded. Fiveash indicated the covenant would be
17 recorded against all the residential units on the plats except the affordable units, which
18 would be exempt from the covenant.

19
20 Chair Worel stated the affordable units could be made available for sale at some point
21 and indicated HOA fees were a hardship much of the time. Fiveash stated the
22 affordable units would be liable for 25% of the HOA fees. Chair Worel asked if that
23 percentage would keep the owner under the 30% debt to income ratio. Fiveash stated it
24 was the intention to sell the units to the HOA or the property manager, and they would
25 be subject to the rental guidelines set forth in the deed restriction. Chair Worel asked
26 about the timing of the project. Fiveash was hopeful that if approval was given tonight,
27 they could move forward with the other approvals and break ground next spring, then
28 finish in the summer of 2024. Chair Worel asked if the City would have to wait until the
29 project was complete to receive the money. Fiveash indicated the City would receive its
30 portion of the sales no later than 30 days after each closing.

31
32 Chair Worel opened the public hearing. No comments were given. Chair Worel closed
33 the public hearing.

34
35 Board Member Rubell asked if the proposed transfer fee in years four through ten would
36 be more than the standard fee the City received currently. Kats didn't know the specific
37 numbers, but staff estimated it would be \$250,000 more than the current fee-in-lieu
38 payment. Fiveash stated the document noted the benefit was a percentage of sales and
39 the proposed numbers were estimates.

40
41 Board Member Rubell preferred receiving units over money. He knew there were
42 challenges with the community, but there was a restaurant and other employees at that
43 location. It was also close to Snow Park. He thought the units could be filled. An AMI

1 mix could be implemented to attract more people instead of basing all units at 80% AMI.
2 Also, there could be a variety of unit sizes instead of only offering one-bedroom/one-
3 bathroom units. If the City took the \$1.5 million, there wouldn't be much around town
4 that could be purchased at that price. He thought the development would be
5 constructed sooner than the City could use that money.

6
7 Board Member Doilney stated the location of the development was important. The City
8 needed to do more, but it needed to get more creative as well. He thought Fiveash
9 found a creative solution and he liked this approach to affordable housing. He didn't
10 think an extra three to five affordable units would make a difference.

11
12 Board Member Toly thought this money could be put into the Lite Deed Restriction
13 program, which would give the City more bang for the buck. She had a hard time when
14 developers put their employees first and thought it didn't help the community.

15
16 Board Member Gerber noted this was an inclusionary zoning project and it would
17 mitigate the impact of the development. She indicated these projects were not creating
18 community. She thought the benefit money could be used to leverage the City's other
19 housing programs. She requested that the fees-in-lieu be reassessed after the Housing
20 Assessment was finished. She asked if the benefit could be negotiated so the City
21 would receive it for a longer time period. Fiveash stated the money would go to the
22 community, but it was possible to extend it for housing. He agreed to extend the
23 housing benefit term by five years, to 2040.

24
25 Board Member Doilney thought the board members should be diverse and include one
26 representative from affordable housing. Board Member Rubell stated money was not
27 the City's problem right now. One of the last affordable housing project estimates came
28 in at \$400 per square foot. That was a lot of money. There was more value in having
29 units. For the value of the dollar and the value of time, building more units in this
30 development made sense. Units would be built quicker in this development than in a
31 City project. He thought Empire Pass was a lot more remote than this project. More
32 units in this development were needed. If the City did take money, he would rather have
33 all the money now instead of receiving it annually to get more units in town.

34
35 Board Member Doilney moved to approve the plan to fulfill the affordable housing
36 obligation generated by the proposed Founder's Place Development Project with the
37 amendment of receiving the community benefit an additional five years, ending in 2040.

38 Board Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, and Toly

NAY: Council Member Rubell

IV) ADJOURNMENT

CITY COUNCIL REGULAR MEETING

I) ROLL CALL

Attendee Name	Status
Mayor Nann Worel Council Member Max Doilney Council Member Becca Gerber Council Member Jeremy Rubell Council Member Tana Toly Matt Dias, City Manager Margaret Plane, City Attorney Michelle Kellogg, City Recorder	Present via Zoom
None	Absent

II) COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Staff Communications Reports:

1. November 2021 Budget Monitoring Report and October 2021 Sales Tax Report:

2. Southeast Quinn's Junction Annexation Update:

Council Questions and Comments:

Council Member Toly thanked staff for helping her get acclimated to her new role. She stated the World Cup was in town and the Olympics were starting soon and she wished those who were competing luck.

Council Member Gerber reminded residents that everyone was in the same boat and to please be kind and understanding as schools and other organizations were shutting down with the spike in COVID.

Council Member Doilney stated it had been a busy week interviewing applicants to fill the vacant Council seat. He also thought there were some in the community not doing their part to keep those in the community safe. He felt safety was critical for both residents and visitors.

Council Member Rubell stated it was nice to see people following the mask mandate. Last week, Council talked about bus riders using masks and he was happy to see that being enforced. He agreed with Council Member Gerber's concern on impacts over the

1 holidays and he encouraged solutions to decrease the impact. He noted the State
2 Legislative session was starting and he read about HB 95, which would prohibit certain
3 government or private entities from requiring a property owner or resident to plant or
4 maintain lawn or turf. He thought this was a cool example as the City also made efforts
5 to reduce water consumption. He encouraged residents to reach out to their
6 representatives to support the legislation.

7
8 Mayor Worel met with managers and staff virtually and visited the Public Works
9 Department in person. She thanked them for their work maintaining streets, the golf
10 course, and vehicles, and noted they were unsung heroes.

11
12 **III) PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE**
13 **AGENDA)**

14
15 Mayor Worel opened the meeting for any who wished to speak or submit comments on
16 items not on the agenda.

17
18 Ed Parigian welcomed the new Council.

19
20 Joe Butterfield commented on Council Member Doilney's comment of people not using
21 their power and Council Member Rubell's comment regarding the crush of businesses.
22 He thought the City should exercise their power against Deer Valley Resort and Park
23 City Mountain Resort (PCMR), as well as Cisco. There was no control over deliveries.
24 The City had enough power to stand up and say it wasn't okay to deliver at any time. If
25 the deliveries were controlled, it would alleviate traffic immensely.

26
27 John Stafsholt requested an increase in compensation for Planning Commission
28 members. He knew their hours were long and they deserved more. Mayor Worel
29 indicated that rate was determined by State Code. Stafsholt hoped the City could
30 reward them in any way they could.

31
32 Mayor Worel closed the public input portion of the meeting.

33
34 **IV) NEW BUSINESS**

35
36 **1. Consideration to Authorize the City Manager to Add a 15th Bus to the Overall**
37 **14 Bus Acquisition with Utah Transit Authority, Previously Approved by Council**
38 **May 21, 2020, in an Amount Not to Exceed \$312,511:**

39 Kim Fjeldsted and Benjamin Johnson, Transit Department, presented this item.
40 Fjeldsted reviewed in 2020, Park City collaborated with Salt Lake City to purchase 14
41 buses. Since that time, High Valley Transit was created and four of the buses would be
42 going to them, four to the PC-SLC Connect route, and six to Park City to replace the
43 diesel fleet. A grant was awarded for these buses, and the City's match was 12.5% or

1 \$1.9 million for \$15.4 million in assets. She requested to increase the local match by
2 \$312,511 for the additional bus.

3
4 Council Member Toly asked if the new chargers would be compatible with both types of
5 buses, to which Fjeldsted stated the City needed two different charges for the two
6 different buses. Council Member Toly asked if the bus model was reliable and if the City
7 would continue to purchase buses from them. Fjeldsted indicated the City entered into a
8 five-year contract and it could purchase as many buses as needed for a set price during
9 the contract period. Council Member Toly asked how long a battery would last, to which
10 Fjeldsted stated at least five years.

11
12 Council Member Rubell asked if the buses could make it from Salt Lake City to Park
13 City and from Park City to Empire Pass, to which Fjeldsted affirmed. She noted the
14 buses could maintain traffic speeds and would use clean energy.

15
16 Mayor Worel opened the meeting for public input. No comments were given. Mayor
17 Worel closed the public input portion of the meeting.

18
19 Council Member Doilney explained Park City was the first entity to buy electric buses.
20 The Transit team and mechanics had to learn how to service and solve problems since
21 there was nobody else that had them. Now other entities were buying fleets of electric
22 buses and looking to Park City as a resource. Council Member Gerber thanked Transit
23 staff for getting grants. She thought paying 12.5% for a bus was great for the City.

24
25 Council Member Rubell referred to the staff report on the benefits of electric buses and
26 noted the City needed 15 buses to prepare for post COVID ridership. Council Member
27 Toly stated not all the buses were on the road at the same time. Some were serviced
28 while others were in operation. Dias stated the grants were very competitive, and
29 collaborating with other entities increased the chance of receiving an award. He thanked
30 staff for their diligence and efforts.

31
32 Council Member Gerber moved to authorize the City Manager to add a 15th bus to the
33 overall 14 bus acquisition with Utah Transit Authority, previously approved by Council
34 May 21, 2020, in an amount not to exceed \$312,511. Council Member Rubell seconded
35 the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Rubell, and Toly

36
37 **2. Consideration to Authorize the City Manager to Execute a Construction**
38 **Agreement with Dimensional Innovations, Inc., in a Form Approved by the City**
39 **Attorney, Not to Exceed \$162,303.00, for the Park Avenue Bus Shelter Project:**

1 John Robertson, City Engineer, presented this item and asked for input on the proposed
2 shelter designs. He reviewed the history of planning and awarding this project. He also
3 explained the sidewalk would be widened at SR 224 and SR 248 leading to the shelters.
4 He displayed the shelter rendering and stated the architect wanted to use materials
5 consistent with the surrounding area, including wood. There would be removable panels
6 and they could be interchanged with artwork. He indicated these shelters would be large
7 to accommodate the great number of passengers who utilized the buses at these
8 locations.

9
10 Council Member Toly asked why the roofs were flat, since this was an area that
11 received a lot of snow. Robertson stated the roofs were actually pitched. Council
12 Member Toly hoped to see more mountains and/or mining features. She asked if public
13 art would be put in every quarter, to which Robertson stated art would be installed, but
14 he didn't know the frequency.

15
16 Council Member Rubell asked if the shelters could reflect Park City's mining history and
17 include a plaque explaining the City's history. Robertson stated he could work with the
18 architect on modifications. Council Member Toly suggested outreach take place on this
19 project. Council Member Rubell asked if widening the sidewalk was being considered in
20 conjunction with the WALC Tunnel project. Robertson stated the sidewalk would be
21 widened to Snow Creek Crossing. Then another sidewalk project would be planned
22 from Snow Creek to Bonanza.

23
24 Mayor Worel asked if it was possible to heat the shelters. Robertson stated the architect
25 proposed power at these locations and they planned to heat them.

26
27 Mayor Worel opened the meeting for public input.

28
29 Chris Cherniak asked if there would be internal lighting in the shelters, and especially in
30 future shelters that would be located in more remote locations. He also asked if any
31 emergency communications systems could be installed. Robertson indicated lighting
32 would be included. There was no federal regulation, but that was something that could
33 be looked at if there were concerns.

34
35 Ed Parigian stated the shelter design was not a mountain design. He liked the bus stops
36 by the library that resembled books and thought designs like those built character.
37 Robertson stated the City received funding for shelters and he liked this design because
38 it was scalable depending on the use at different locations.

39
40 Sally Elliott, Friends of Ski Mountain Mining History, stated they had steel remnants of
41 Daley West Head Frame, and she offered them for use as structural components in
42 town. The group hoped the remnants could be considered for use at the bus shelters.

Alex Butwinski agreed the design should be reevaluated.

Deb Rentfrow asked how staff determined what size shelter would be placed at a location. Robertson stated volume of ridership determined the size of the shelter.

Mayor Worel closed the public input portion of the meeting.

Council Member Gerber asked if the motion should be amended if part of Daley West Frame was encouraged to be used. Plane stated a motion could include "with the feedback to be considered regarding the design" or something similar.

Council Member Doilney moved to authorize the City Manager to execute a construction agreement with Dimensional Innovations, Inc., in a form approved by the City Attorney, not to exceed \$162,303.00, for the Park Avenue Bus Shelter Project with the amendment that the concerns of the design be further evaluated by staff. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Rubell, and Toly

V) APPOINTMENT

1. Appointment of New City Council Member to Fill the Seat Vacated by Nann Mayor Worel:

Mayor Worel stated an appointment would be made tonight, but the swearing-in ceremony would take place at a future date. She indicated there were 17 applicants and it reflected the community's excitement for being involved. The applicants had a variety of skill sets and innovative ideas on key issues. One commonality from applicants was the need to keep Park City an authentic community and balance that with the success of the community. She appreciated the candidates for applying.

Mayor Worel opened the meeting for public input.

Cheryl Soshnik supported Ed Parigian to be appointed as Council member. He ran for City Council and came close to winning and he needed a chance to participate.

Thomas Cooke, Chair of Snyderville Basin Planning Commission, supported Ryan Dickey and stated he was on the board and was a very valued member. Dickey had a regional perspective as well as a perspective within the City limits.

Erin Barry supported Tatiana Prince. She was highly educated, easy to relate to, and very approachable. She would come to Council without an agenda and would have an open mind. She was committed to building a great community.

1 Jeremy Buzzard supported Bill Ciraco. He had experience with resort issues and board
2 experience. Although he was new to the area, he dealt with issues that were familiar to
3 this area.

4
5 Bethany Coates supported Tatiana Prince and felt she could be a leader who built
6 relationships and would drive progress and change in the community.

7
8 John Stafsholt stated he would look for somebody who was dedicated and selfless, who
9 had passion, and worked hard. He thought Ed Parigian fit those requirements.
10 Parigian's background as an accountant would be a great benefit to the City. He gained
11 a lot of experience when he ran for Council in 2019. He didn't run in 2021 because he
12 wanted to avoid a conflict of interest.

13
14 Melissa Band supported Laura Suesser. She was a great asset to the Planning
15 Commission, and also kept up with the Council meetings and visioning process. She
16 would be able to hit the ground running if appointed. On Planning Commission, she
17 listened to all sides and stood firm when she felt she was right.

18
19 Junior Enrique Sanchez supported Tania Knauer and stated he went to school with her
20 daughter. He knew she would work hard for diversity in the community.

21
22 Corrie Forsling endorsed Ryan Dickey. She was past president and he was current
23 president of the Park City Rotary. She felt he was a leader in the community. He worked
24 to diversify and broaden the reach of the club in the community and he was a great
25 communicator; open and reachable.

26
27 Sarah Werbelow supported Laura Suesser. Suesser was a smart and balanced thinker.
28 She was a committed local resident. She was passionate about finding creative
29 solutions to problems and she would have a well thought out action plan.

30
31 Greg Free endorsed Tatiana Prince for Council and indicated she was one of the most
32 intelligent people he knew. She was very committed to action. She would also work with
33 others who didn't see eye to eye with her.

34
35 Joe Butterfield supported Ed Parigian and stated he was devoted to causes. This was
36 an important decision, and Parigian would be great.

37
38 David Gonzales supported Mike Wong. He solved issues like feeding the community
39 and he was committed to the environment. Everyone would love to work with him from
40 Day One on the Council.

1 John Kenworthy, Planning Commissioner and business owner, supported Laura
2 Suesser and indicated she was fiercely independent. She knew the LMC code and was
3 an attorney. She knew the history of the City and the issues in front of us.

4
5 Michael Anderson supported Tatiana Prince and thought she would come to Council
6 with a fresh perspective.

7
8 Mayor Worel closed the public input portion of the meeting and indicated this was a
9 tough decision because there were so many qualified candidates.

10
11 Council Member Gerber stated she had been on the Council for six years and she felt
12 there was a lot of value having someone on Council from the Planning Commission.
13 She would like to nominate Ryan Dickey since he had Planning experience, worked on
14 a regional board, and worked as a real estate agent. His experience with HOAs would
15 be a benefit. She heard from the community great things about many applicants, but
16 she felt his skill set would be a great benefit.

17
18 Council Member Rubell wanted a Council member that would complement this group.
19 He thought having a Planning Commission background was good for land use issues,
20 but the Council considered many issues that weren't land use related. Being new in
21 town was a big deal to him. When he ran for Council he heard from many residents that
22 he could not contribute to the City because he hadn't lived here long enough. He didn't
23 think that was true. He knew Council needed community support when decisions were
24 made and it was important to get out in the community. He liked two applicants: Ryan
25 Dickey and Ed Parigian. He stated Suesser did a great job on the Planning Commission
26 and he felt she was still needed there while the big projects were getting through the
27 planning process.

28
29 Council Member Toly asked herself who could give her the most support on the Council,
30 and it came down to the part of the City government she didn't know as well. She didn't
31 know what happened on the Planning Commission. She felt this was a hard decision,
32 but she liked Dickey and Suesser.

33
34 Council Member Doilney stated this was a difficult decision. There were a number of
35 people who had potential to run compelling campaigns in the future and he hoped they
36 would run for office. He agreed with Council Member Rubell that Bill Ciraco was an
37 asset representing the new residents, but there was a lot of history here, and that asset
38 was needed on the Council. He narrowed it down to Parigian, Suesser, and Dickey. He
39 felt experience on the Planning Commission was necessary. He ultimately chose Dickey
40 for his regional experience.

41
42 Council Member Rubell noted that in the interview, he asked Dickey about having
43 someone in real estate because of all the projects the City was involved in. Dickey

1 responded to look at his record at Snyderville Basin Planning Commission. Council
2 Member Rubell looked at his record and it was not pro-development and he was
3 impressed.

4
5 Council Member Gerber asserted the Council got great feedback from applicants. She
6 looked forward to seeing these people around town and thanked them for applying.

7
8 Council Member Gerber moved to appoint Ryan Dickey as the Council member to fill
9 the seat vacated by Mayor Worel. Council Member Doilney seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Rubell, and Toly

10
11 Mayor Worel congratulated Dickey and encouraged the applicants to continue being
12 involved in the community.

13
14 **VI) ADJOURNMENT**

15
16 With no further business, the meeting was adjourned.

17
18
19

Michelle Kellogg, City Recorder

Council Agenda Item Report

Meeting Date: February 3, 2022

Submitted by: Griffin Lloyd

Submitting Department: Public Utilities

Item Type: Staff Report

Agenda Section:

Subject:

Request to Authorize the City Manager to Execute a Professional Services Agreement, in a Form Approved by the City Attorney, with Aqua Engineering, Inc., to Design the 2022 Water Line Replacement Projects, in an Amount Not to Exceed \$50,000.00

Suggested Action:

Attachments:

[2022 Water Line Replacement Design Staff Report](#)

City Council Staff Report

**Subject: 2022 Water Line Replacement Design
Aqua Engineering - Design Professional Services Agreement**
Author: Griffin Lloyd, Public Utilities Engineer
Department: Public Utilities
Date: February 3, 2022
Type of Item: Administrative

Recommendation

Authorize the City Manager to execute a Professional Services Agreement, in a form approved by the City Attorney, with Aqua Engineering Inc., to design the 2022 Water Line Replacement Projects, in an amount not to exceed \$50,000.00

Background

- Park City Public Utilities maintains record of water line breaks and pipe condition of its underground piping network. Staff evaluates the need to replace assets yearly based on these records along with asset condition assessments. Marsac Avenue and American Saddler have had multiple breaks within recent years and pipe condition in those areas are showing critical. These breaks have caused emergency response to repair, water loss, road damage, as well as interruption of water service to residents.
- Staff has determined that the water lines beneath these two roads are in dire need of replacement based on age, break history, likelihood of failure and potential property damage. Aqua Engineering will design the replacement of the water assets as well as aid with construction services, traffic control concerns, and provide technical expertise.
- In accordance with the City's procurement policy, a publicly advertised Request for Qualifications was issued in September 2020, for engineering services supporting the Park City Public Utilities Department through June 2023. Subsequently, in accordance with the RFP selection process, AQUA Engineers has been chosen to provide engineering services for this project.

Funding

The funding for design services is from water service fees and is included in the adopted FY 2022 and FY 2023 Water CIP budget.

Exhibits

A AQUA Engineering Fee and Scope Proposal

Exhibit A

COMPENSATION

The estimated compensation for performing the Scope of Services as identified herein is on a time and materials basis (T&M) not-to-exceed fee of \$37,200 as described below:

Task 1 – Marsac Avenue Pipeline Replacement..... \$15,750

- Preliminary and Final Design\$8,250
- Bidding Assistance.....\$2,500
- Construction Phase Engineering.....\$5,000

Task 2 – American Saddler Drive Pipeline Replacement..... \$21,450

- Preliminary and Final Design\$12,450
- Bidding Assistance.....\$2,500
- Construction Phase Engineering.....\$6,500

Owners Contingency \$12,800.00

2021 BILLING RATE SCHEDULE

Civil Engineering Hourly Billing Rates

Senior Principal Engineer	\$180
Principal Engineer/Project Manager	\$175
Project Engineer III	\$160
Project Engineer II	\$145
Project Engineer I	\$125
Planner/Funding Specialist	\$110
CAD Designer III	\$115
CAD Designer II	\$105
CAD Designer I	\$95
Administrative/Project Coordinator	\$65
Const. Management Specialist	\$135
On-Site Construction Inspection	\$115

Electrical & Controls Engineering (SKM) Hourly Billing Rates

Electrical Principal Engineer	\$175
Project Engineer III	\$160
Electrical Engineer II	\$155
Electrical EIT	\$125
Electrical Project Manager	\$155
CAD Designer III	\$115
CAD Designer II	\$105
CAD Designer I	\$95
Senior Controls Engineer	\$145
Controls Engineer	\$135
Junior Controls Engineer	\$125
Electrical Transmission Engineer	\$175
Administrative	\$65

Council Agenda Item Report

Meeting Date: February 3, 2022

Submitted by: Browne Sebright

Submitting Department: Planning

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve an Encroachment Agreement, as Required by the Extension of City Council's December 5, 2019 Approval of Ordinance No. 2019-60, an Ordinance Approving the 245 Woodside Plat Amendment, and Ordinance No. 2021-32, Approving a One-Year Extension of the 245 Woodside Plat Amendment, Located at 245 Woodside Avenue, Park City, Utah

(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[245 Woodside Avenue Staff Report](#)

[Exhibit A: Project Plans](#)

[Exhibit B: Draft Encroachment Agreement](#)

[Exhibit C: Ordinance No. 2019-60](#)

[Exhibit D: Ordinance No. 2021-32](#)

City Council Staff Report

Subject: 245 Woodside Avenue
Application: PL-21-04853 (Extension)
PL-19-04209 (Plat Amendment)
Author: Browne Sebright, Planner II
Date: February 3, 2022
Type of Item: Administrative – Encroachment Agreement



Recommendation

(I) Review the proposed encroachment agreement; (II) conduct a public hearing; and (III) consider approving the encroachment agreement for 245 Woodside Avenue, required by Ordinance No. 2019-60, approving the 245 Woodside Plat Amendment, and Ordinance No. 2021-32, approving a one-year extension of 245 Woodside Plat Amendment.

Description

Applicant: Suzanne Herrmann, represented by Peter Meuzelaar, JZW Architects
Location: 245 Woodside Avenue
Zoning District: Historic Residential-1 (HR-1) District
Adjacent Land Uses: Residential
Reason for Review: Ordinance No. 2019-60 Condition of Approval 3 and Ordinance No. 2021-32 Condition of Approval 3 requires City Engineer and City Council review for 245 Woodside Avenue encroachments.

LMC Land Management Code

Terms that are capitalized as proper nouns throughout this staff report are defined in LMC § [15-15-1](#).

Summary

245 Woodside Avenue is a Duplex Dwelling, and was non-compliant at the time of construction. According to the Summit County Assessor Information, the Duplex was built in 1974. On August 13, 2018, the Applicant applied for a Historic District Design Review Pre-Application to discuss development options for the Duplex, which straddled two Lots, was non-conforming, and had encroachments into Woodside Avenue. At that time, staff suggested that the applicant apply for a Plat Amendment to remove the internal Lot Line to create one Lot. The Plat Amendment process provided the property owner with an opportunity to address existing non-conformities with a deck, retaining wall, paved Parking Area, and stair encroachments into the Woodside Avenue Right-of-Way; and to prepare the property for future development in compliance with the Land Management Code (LMC).

On April 19, 2019, the Applicant applied for the 245 Woodside Avenue Plat

Amendment to remove the interior Lot Line to create one Lot. Staff deemed the application complete on June 26, 2019.

On October 23, 2019, the Planning Commission held a public hearing and forwarded a positive recommendation to City Council for the 245 Woodside Avenue Plat Amendment. (See meeting minutes [here](#), beginning on page 4. Staff report is linked [here](#).)

On December 5, 2019, the City Council held a public hearing and approved the Plat Amendment for 245 Woodside Avenue ([Ordinance No. 2019-60](#)) that removed the residual lot line to create one Lot ([Staff Report](#); [Minutes, p. 13](#)). Ordinance 2019-60 Condition of Approval 2 required the Applicant to record the approved plat with Summit County within one year of Council approval. Additionally, Condition of Approval 3 required the Applicant to either remove the existing deck, retaining walls, paved Parking Area, and stair encroachments from the City Woodside Avenue Right-of-Way, or enter into an Encroachment Agreement with the City that includes these encroachments, subject to City Engineer and City Council approval. However, the Applicant did not record the plat in the allotted time.

In June of 2021, the Applicant applied for a Building Permit for an interior remodel of the lower level of the home. Condition of Approval 4 permits the Applicant to repair or maintain the existing structure provided that such repair or maintenance shall neither create any new non-compliance nor increase the degree of the existing non-compliance with the Land Management Code (LMC). This approval allows the Applicant to maintain and remodel the existing Duplex Dwelling, provided that no more than 50% of the Gross Floor Area of the Structure be demolished. The Planning Department determined that the proposed remodel met the requirements of the Ordinance and gave Planning approval for the Permit for the interior remodel.

The 245 Woodside Avenue Plat Amendment approval was scheduled to expire on December 5, 2020. On June 14, 2021, the Applicant applied to extend the Plat Amendment approval. In 2020, as part of the extension provided for recordation of plats as a result of the COVID-19 pandemic, the Deputy City Manager issued a six-month extension through June 24, 2021. The Applicant requested an additional extension of City Council plat approval by submitting a written request to the Planning Department prior to the expiration of the approval.¹ On July 15, 2021, City Council approved a one year extension to provide the Applicant and City Engineer an opportunity to complete the encroachment agreement review ([Ordinance No. 2021-32](#)) ([Staff Report](#); [Minutes, p.16-17](#)).

On June 14, 2021, the Applicant submitted an updated Encroachment Agreement application to the Planning Department and City Engineer. On January 17, 2022, Planning staff and the City Engineer reviewed the proposed Encroachment Agreement and recommend the City Council consider approving the agreement. The Applicant now

¹ [LMC § 15-7.1-6\(C\)\(5\)](#).

requests City Council's review and approval of the Encroachment Agreement, as stipulated Ordinance No. 2019-60 and Ordinance No. 2021-32.

Analysis

Staff recommends the Council review and approve the proposed Encroachment Agreement based on (A) the context of the approved Conditions of Approval and (B) the review of the City Engineer.

(A) The Conditions of Approval require City Council approval of encroachments prior to recordation of the 245 Woodside Avenue Plat.

A deck, retaining walls, a paved Parking Area, and stairs encroach into the Woodside Avenue Right-of-Way. Condition of Approval 3 of Ordinance 2019-60 stipulated that prior to Plat recordation, the Applicant shall either remove the existing encroachments from the City Right-of-Way, or enter into an Encroachment Agreement with the City that includes these encroachments conditioned as the City Council deems appropriate. The Applicant is responsible for securing appropriate City approvals and permits before any work on the encroachments can begin. The City Council's and City Engineer's review and approval of the Encroachment Agreement for the 245 Woodside Plat Amendment are required.

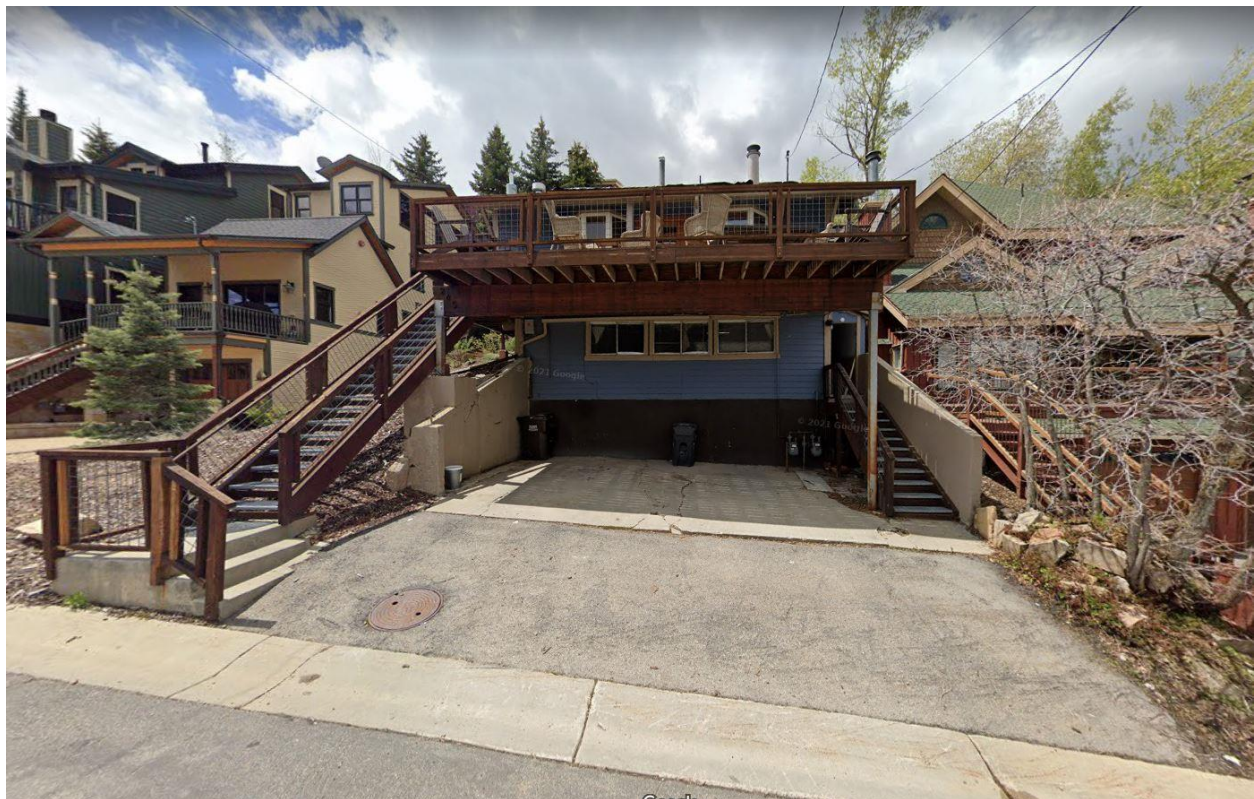


Figure 1. Photo of 245 Woodside Avenue from the Right-of-Way. Image from Google Maps.

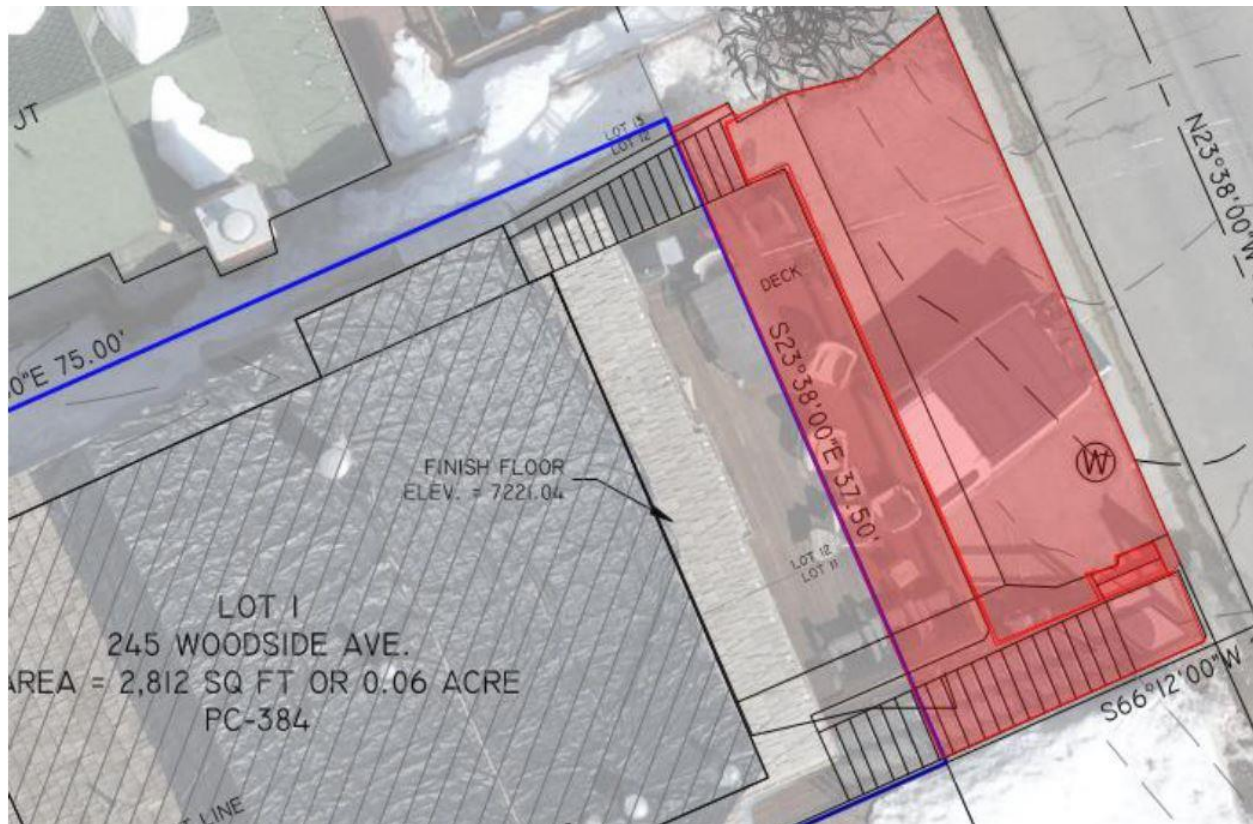


Figure 2. Encroachments into the Woodside Avenue Right-of-Way. Image from Applicant's Existing Conditions Survey, Staff highlighted encroachments in red.

The Applicant has proposed to modify the northern staircase so that it is entirely outside of the Right-of-Way. For the remaining encroachments—the southern stairs, the porch and support columns, the driveway, and parking spaces—the Applicant proposes to remain partially in the Woodside Avenue Right-of-Way and thus are included in the Encroachment Agreement.

The City Council approval of a one-year extension for the 245 Woodside Avenue Plat Amendment will expire on July 15, 2022. If recordation of the Plat Amendment has not occurred by July 15, 2022, the Plat Amendment approval is void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council. The Applicant is required to include snow storage easements (Condition of Approval 7) on the final Plat. The Applicant submitted the revised plat for redlines on January 28, 2022.

(B) The City Engineer has reviewed the proposed Encroachment Agreement and recommends approval.

Condition of Approval 3 of Ordinance 2019-60 stipulates the Applicant is responsible for securing appropriate City approvals and permits before any work on the encroachments can begin, including the City Engineer's review and approval of the Encroachment Agreement.

1 FLOOR PLAN - STAIR & PARKING EXHIBIT
A0.1 3/8" = 1'-0"

Staff have identified 5 encroaching elements that extend into the Woodside Avenue Right-of-Way:

1. The stairs and retaining wall at the north end of the property
2. The stairs to the south of the property
3. A short retaining wall extending from the south building wall
4. The second level porch that extends the entire length of the building and is held up on steel columns. As part of the new proposed parking arrangement, the Applicant proposes to relocate one of the steel columns.

5. Parking spaces

As outlined in the draft encroachment agreement, the Owner has agreed to remove and relocate the stairs and retaining wall at the north end of the property (encroachment 1) and reduce the available parking spaces in front of the property from three spaces to two (encroachment 5). The stairs to the south of the property, the short retaining wall to the south, and the second level porch would remain (encroachments 2, 3, and 4).

The encroachment agreement allows for the City, at some future date, to widen the streets and/or install utilities, and for the Owner to waive compensation for the loss of improvements in the Right-of-Way that the City or utility may remove. The Owner will also receive sixty (60) days' notice, in which the Owner shall make adjustments and remodel the improvements as necessary to accommodate the changes in the street at the Owner's cost. The Owner will not receive permanent right, title, or interest by nature of the agreement, and the Owner will maintain the improvements in a good state of repair at all times. Upon notice from the City, the Owner will repair any damaged, weakened, or failed sections of the improvements. The agreement is revocable by the City upon notice of revocation to the Owner and the Summit County Recorder.

Department Review

The Development Review Committee and Planning, Engineering, and Legal Departments reviewed this application.

Notice

Staff published notice on the City's website and the Utah Public Notice website, and posted notice to the property on January 19, 2022. Staff mailed courtesy notice to property owners within 300 feet on January 19, 2022. The *Park Record* published notice on January 19, 2022. LMC [§ 15-1-21](#).

Public Input

No public input has been received prior to the issuance of this staff report.

Alternatives

- The City Council may approve the Encroachment Agreement;
- The City Council may deny the Encroachment Agreement and direct staff to make Findings for the denial; or
- The City Council may request additional information and continue the discussion to a date certain.

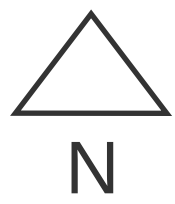
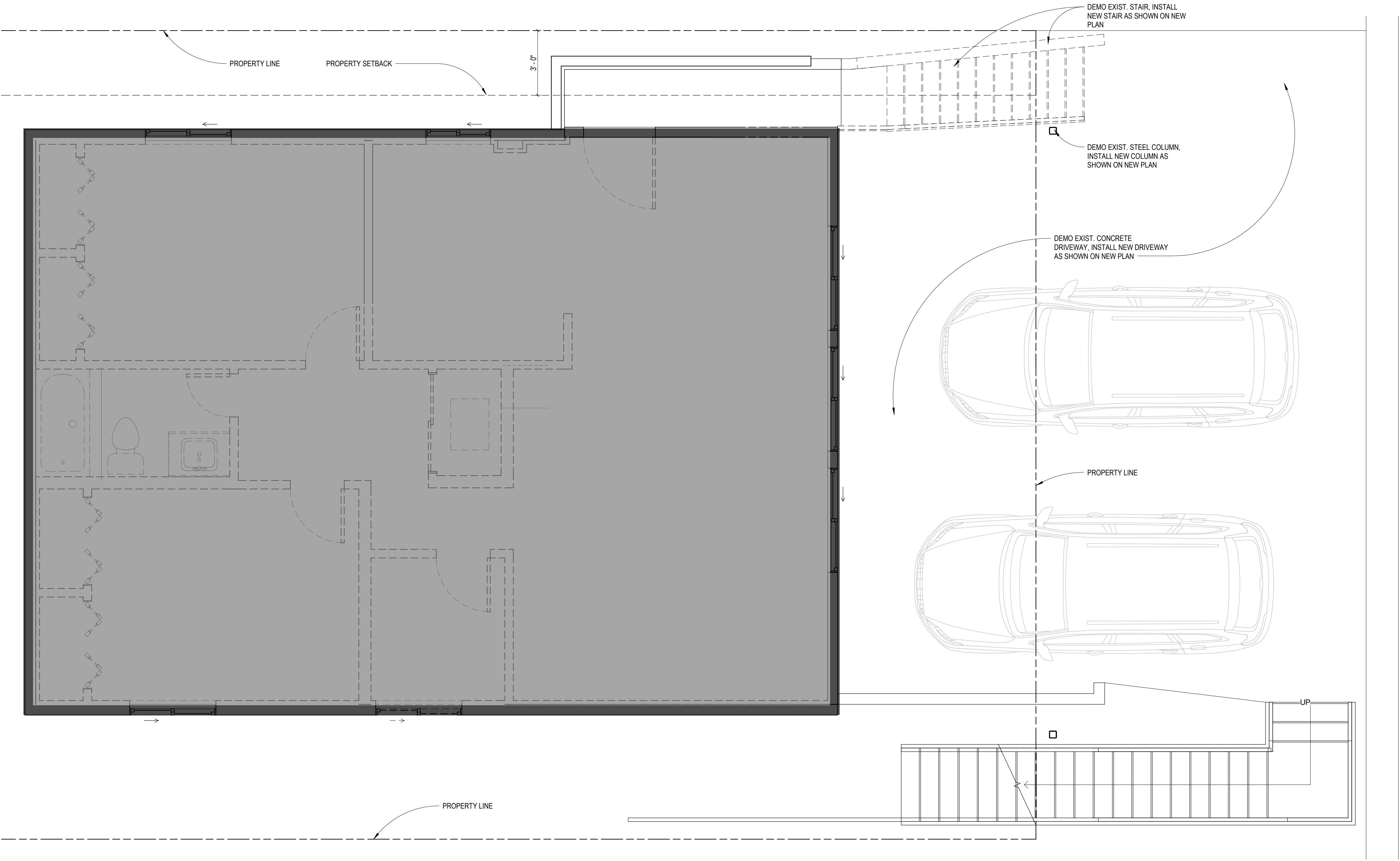
Exhibits

Exhibit A: Project Plans

Exhibit B: Draft Encroachment Agreement

Exhibit C: Ordinance No. 2019-60

Exhibit D: Ordinance No. 2021-32



1
A0.1

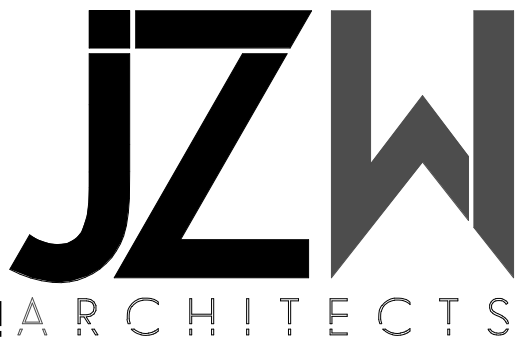
PROJECT PLAN - EXISTING CONDITIONS & DEMOLITION EXHIBIT

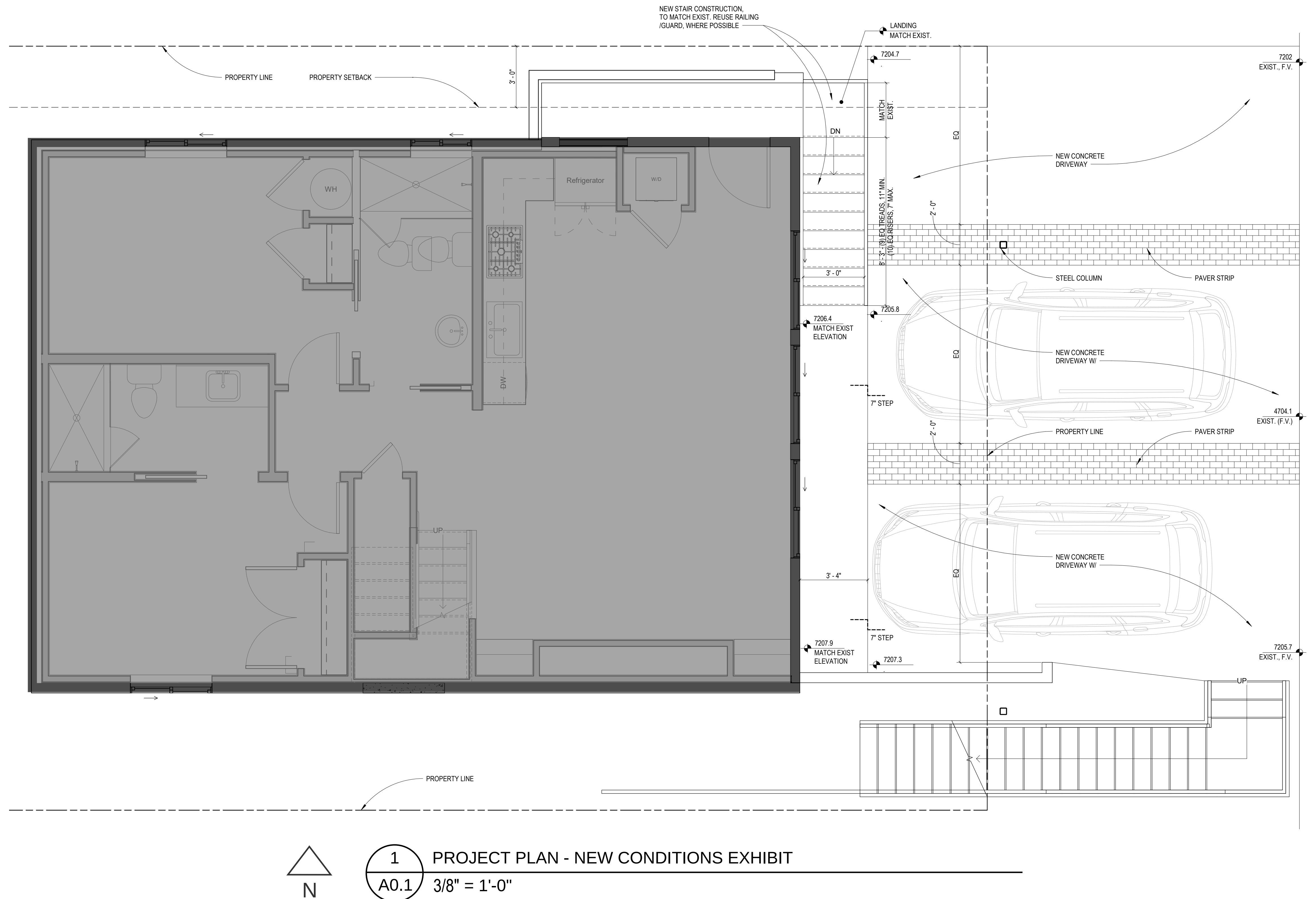
3/8" = 1'-0"

HERMAN RESIDENCE

245 WOODSIDE AVE.
PARK CITY, UT

ISSUE
DATE:
11/22/2021





HERMAN RESIDENCE
245 WOODSIDE AVE.
PARK CITY, UT

ISSUE
DATE:
11/22/2021

JZW
ARCHITECTS

When recorded please return to:
Park City Municipal Corporation
Attn: City Engineer
PO Box 1480
Park City UT 84060

ENCROACHMENT PERMIT

245 Woodside Avenue (street address)

THIS AGREEMENT is made by and between PARK CITY MUNICIPAL CORPORATION (City) and Suzanne M. Herrmann (Owner(s)) to set forth the terms and conditions under which the City will permit the Owner to build, maintain, and use certain improvements within the City property and right-of-way at 245 Woodside Avenue (street address), Park City, Utah. Subject to the following terms and conditions of this agreement, Owner shall have the right to construct and maintain the identified encroachments within the City right-of-way of at Woodside Avenue (street name).

1. This encroachment agreement shall be appurtenant to the following described property:
PC-384 / 1 / 245 Woodside Plat Amendment
Parcel # Lot# Subdivision
Office Use: Verify Ownership through Summit County Tax Records

This agreement is not transferable to other property, but is freely transferable with the title to this lot. The license and conditions as stated in the agreement, are binding on the successors in title or interest of Owner(s).

2. The improvements permitted within the street right-of-way shall consist of a stairway, deck, and sections of retaining wall. Attach a scaled drawing, labeled as ATTACHMENT 'A', showing the improvements and the location of all related elements, on 8 1/2 "x 11" or 11"x 17" paper. No modifications to the improvements may be made without prior written permission from Park City Municipal Corporation.

3. The City may, at some future date, elect to make improvements to Woodside Avenue (street name) at this location and widen the streets to full width of the right-of-way and City property and/or to install utilities (or allow such installation by franchised utilities). To the extent that any improvements or utility work requires the removal, relocation, replacement, and/or destruction of the improvements the Owner(s) may have been using within the City property right-of-way, the Owner(s) waives any right to compensation for the loss of improvements and loss of the use of the street right-of-way and/or change in the grade and elevation of the street. This waiver of compensation, in the event the improvements are removed for any reason whatsoever in the sole determination of Park City, is the consideration given for the granting of this encroachment permit.

4. Prior to installing City improvements in, along or adjacent to the street or installing utilities in a manner that will require the removal or relocation of the improvements, the City will endeavor to give the Owner(s) sixty (60) days notice, in which time the Owner(s) shall make adjustments and remodel the improvements as necessary to accommodate the changes in the street width, utilities, and-or grade at the Owner(s) cost. Park City and its franchised utilities will attempt to save as much of the Owner(s) improvements as possible but in no way guarantees any salvage value whatsoever.

5. No permanent right, title, or interest of any kind shall vest in the Owner(s) in the street right-of-way by virtue of this agreement. The property interest hereby created is a revocable license, and not an easement or other perpetual interest. No interest shall be perfected under the doctrines of adverse possession, prescription, or other similar doctrines of law based on adverse use, as the use hereby permitted is entirely permissive in nature.

6. The Owner(s) or his/her successor shall maintain the improvements in a good state of repair at all times, and upon notice from the City, will repair any damaged, weakened, or failed sections. The Owner(s) agree(s) to hold the City harmless and indemnify the City for any and all claims which might arise from third parties, who are injured as a result of the Owner's use of the right-of-way for private purposes, or from the failure of the Owner's improvements.

7. This agreement shall be in effect until the license is revoked by the City. Revocation shall be effected by the City regarding a notice of revocation with the Summit County Recorder and sending notice to Owner or the Owner's successor.

PARK CITY MUNICIPAL CORPORATION

DATED this _____ day of _____, 20____

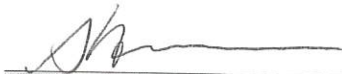
Engineer

STATE OF UTAH)
 SS
COUNTY OF SUMMIT)

On the ____ day of _____, 20____, _____ personally appeared before me _____ who, being first duly sworn and upon oath, and in full recognition of the penalty for perjury in the State of Utah, did acknowledged to me that she/he is the Owner(s) of the property or, if the Owner(s) is a Corporation, that she/he is an authorized representative of the Corporation, and that she/he signed the foregoing instrument on their behalf.

Notary Public

PROPERTY OWNER



***Owner's Signature**

618 Ellsworth Dr., Silver Springs, MD 20910

Mailing Address

Suzanne M. Hermann

Owner's Name (Printed)

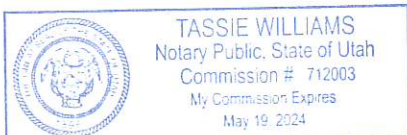
smh@employee-plans.com

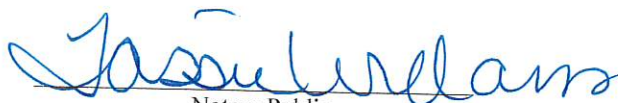
email address or phone number

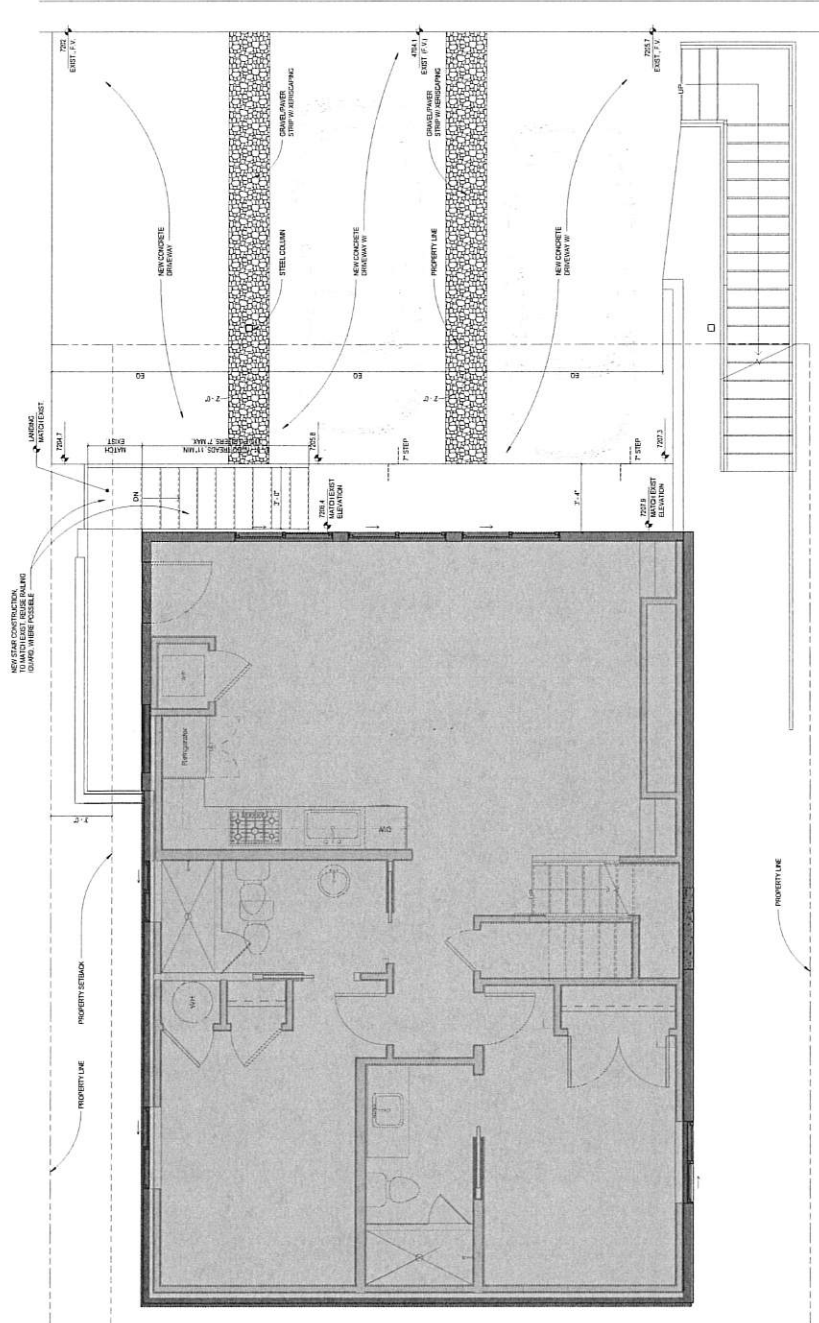
***If doing business as an LLC proof must be provided that the signatory can sign for the LLC.**

STATE OF UTAH)
 SS
COUNTY OF SUMMIT)

On the 14th day of December, 2021, Suzanne M. Hermann personally appeared before me Tassie Williams who, being first duly sworn and upon oath, and in full recognition of the penalty for perjury in the State of Utah, did acknowledged to me that she/he is the Owner(s) of the property or, if the Owner(s) is a Corporation, that she/he is an authorized representative of the Corporation, and that she/he signed the foregoing instrument on their behalf.




Notary Public



1 PROJECT PLAN - NEW CONDITIONS EXHIBIT

A0.1 3/8" = 1'-0"



Ordinance No. 2019-60

AN ORDINANCE APPROVING THE 245 WOODSIDE PLAT AMENDMENT LOCATED AT 245 WOODSIDE AVENUE, PARK CITY, UTAH.

WHEREAS, the property owners of the property located at 245 Woodside Avenue have petitioned the City Council for approval of the Plat Amendment; and

WHEREAS, on July 30, 2019, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, on July 27, 2019, proper legal notice was published according to requirements of the Land Management Code and courtesy letters were sent to surrounding property owners; and

WHEREAS, the Planning Commission held public hearings on August 14, 2019, September 11, 2019, and on October 23, 2019 forwarded a positive recommendation to the City Council; and,

WHEREAS, on September 12, 2019 and December 5, 2019, the City Council held a public hearing to receive input on the Plat Amendment; and

WHEREAS, it is in the best interest of Park City, Utah to approve the 245 Woodside Plat Amendment, located at the same address.

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

SECTION 1. APPROVAL. The 245 Woodside Plat Amendment as shown in Attachment 1 is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The Site is located at 245 Woodside Avenue.
2. The Site is within the Historic Residential-1 District.
3. The subject Site consists of the northern half of Lot 11 and all of Lot 12, Block 31, within Park City Survey.
4. The proposed Plat Amendment creates one (1) Lot from one and a half (1½) Old Town Lots.
5. The Applicant is proposing to remove the interior Lot line between Lot 11 and Lot 12, Block 31, within Park City Survey to create one (1) Lot. The interior Lot line currently bisects the Duplex Dwelling.
6. The minimum Lot size within the Historic Residential-1 District is 1,875 square feet and 3,750 square feet for a Duplex Dwelling.

7. The proposed Lot size is 2,812 square feet. This does not meet the requirements for a Duplex Dwelling.
8. The minimum Lot width within the Historic Residential-1 District is twenty five feet (25').
9. The proposed Lot width is thirty-seven and half feet (37.5').
10. At the time of its construction, the site was located in the Residential-1 Zoning District. The project complied with the following:
 - a. Required Rear Setbacks of 10 feet; complied with a Rear Yard of 28.3 feet, measured.
 - b. Required Building Height of 35 feet; complied with a gable roof at 24 feet and 4 inches, as measured.
11. At the time of its construction, the site did not comply with the following:
 - a. Required Lot Width of 37.5 feet, measured 20 feet back from the Front Lot Line; did not comply as the Structure was built over a 25' wide Lot (Lot 12) and a 12.5' Lot (Lot 11, north half). The Lots together did total 37.5' at this time, but were not actually combined.
 - b. Required Lot Size of 3,000 square feet; did not comply as the Lot size would have been 1,875 square feet for Lot 12 and the north half of Lot 11 would have been 937.5 square feet. Combined, the Lots would have been about 2,812 square feet and would not have complied.
 - c. Required Side Yard Setbacks of 5 feet; did not comply with 3 foot setbacks along the north and south property lines. This is according to the 2010 Building Permit Existing Site Plan showing a Side Setback (north) of approximately 1.75 feet. The south Side Setback is 3 feet on this plan.
 - d. Required Front Setback of 20 feet; did not comply with a Front Setback of 9 feet.
12. Staff believes the Structure was originally built as a Duplex, based on the 1983 Planning Department Determination Letter (Attachment 1). It is undetermined whether the house originally abided by Front and Side Setback requirements, and parking requirements of two (2) parking spaces for a Duplex Dwelling, of the R-1 Zoning District without building plans.
13. In 1976, the Site was rezoned to the Historic Residential-1 (HR-1) Zoning District. The building complies the current HR-1 Zone Height of 27 feet and the Maximum Building Footprint of 1200.5 for the proposed Lot size of 2,812 square feet, per the proposed Plat Amendment. It also complies with the Rear (10 feet) and Side (south Side, 3 feet) setbacks; however, it does not comply with the required Lot Size for a Duplex Use of 3,750, or the Front Setback of 10 feet or Side (north) Setback of 3 feet.
14. As the Site is currently configured in the Front Yard area (east), with a parking area of 225 square feet (9 feet deep by 25 feet wide within the property lines), this site would not be able to accommodate the required 4 parking spaces for a Duplex per LMC 15-3-6.
15. In 2010, two (2) Building Permits were approved to 1) remodel the Structure from a Triplex to a Duplex (BD-10-15955) and 2) repair and add to the existing Front (east) decks, Side landings (south), and stairs (south), and add a Rear Yard deck (BD-10-15565).
16. Dwelling located at 245 Woodside Avenue does not comply with current Land Management Code requirements for a legal Non-complying Structure due to the encroachments in the Front and Side Setbacks, the lack of required parking for a Duplex Use, and the evidence on record related to this property; however, the Duplex

Use was allowed in 1974, per the 1968 enacted Zoning Code at the time, and our records indicate that in 1983 the Planning Department issued a letter acknowledging that the use was originally a Duplex Dwelling. There are two (2) sets of stairs on this Site that encroach onto the Woodside Avenue public Right-of-Way. The stairs along the southern property line have an existing Encroachment Agreement, recorded with Summit County as Entry No.00919262.

17. There is a deck on this Site that encroaches into the Woodside Avenue public Right-of-Way. The deck currently projects 9 feet, as measured, from the main Structure into the Front Setback, but also projects 5 feet, as measured, past the Front property line into the Right-of-Way. It is also 27.08 feet wide, as measured. The HR-1 Zone allowed for decks to be 10 feet wide and project into the Front Setback by 3 feet. The current deck configuration exceeds this requirement. Staff believes this was permitted as the deck was existing and the dimensions were not changing per the permit's (BD-10-15565) plans.
18. The Planning Commission held a public hearing and forwarded a positive recommendation to City Council on October 23, 2019.
19. All findings within the Analysis section and the recitals above are incorporated herein as Findings of Fact.

Conclusions of Law:

1. There is good cause for this Plat Amendment. Although the Site currently has multiple aspects that do not conform with the Land Management Code, a Plat Amendment will prepare the property for future development by removing a bisecting Lot Line that is crossing through existing Structures. The non-complying aspects of the Site will not be allowed to be expanded.
2. The Plat Amendment is consistent with the Park City Land Management Code and applicable State law regarding Lot combinations. The Plat Amendment does not modify any of the other exiting building or lot conditions.
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 Planner, City Attorney, and City Engineer will review and approve the final form and content of the Plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The Applicant shall record the Plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the Plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.

3. Prior to Plat recordation, the Applicant shall either remove the existing deck, retaining walls, paved Parking Area, and stairs (both sets) encroachments from the City Right-of-Way, or enter into and Encroachment Agreement with the City that includes these encroachments conditioned as the City Council deems appropriate. The Applicant is responsible of securing appropriate City approvals and permits before any work on the encroachments can begin. The City Council's, in addition to the City Engineer's, review and approval of the Encroachment Agreement for this 245 Woodside Plat Amendment application will be required.
4. The Applicant may repair or maintain the existing Structure provided that such repair or maintenance shall neither create any new non-compliance nor shall increase the degree of the existing non-compliances with the LMC. The Applicant may maintain and remodel the existing Duplex Dwelling. Should the more than 50% of the Gross Floor Area of the Structure be demolished, the Structure shall be brought into compliance with the Land Management Code at the time of application. As this site does not meet the minimum Lot Size requirements for a Duplex Dwelling, the Use will also need to be brought into compliance with the LMC at the time of application. The Applicant may maintain the existing Use of the site as a Duplex, but any deviation, expansion, or demolition of the existing Structure from this Use will need to come into compliance with the requirements of the HR-1 Zoning District at the time of the application. This is pursuant to [LMC 15-9-5](#).
5. Any future development will need to come into compliance with the Land Management Code and Historic District Design Guidelines in effect at the time of application.
6. Residential fire sprinklers are required for all new construction per requirements of the Chief Building Official, and shall be noted on the plat.
7. Ten foot (10') public snow storage easement shall be granted along the Woodside Avenue Right-of-Way.

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

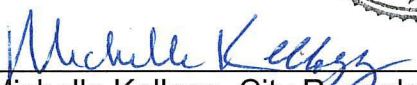
PASSED AND ADOPTED this 5th day of December, 2019.

PARK CITY MUNICIPAL CORPORATION




Andy Beerman, MAYOR

ATTEST:


Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

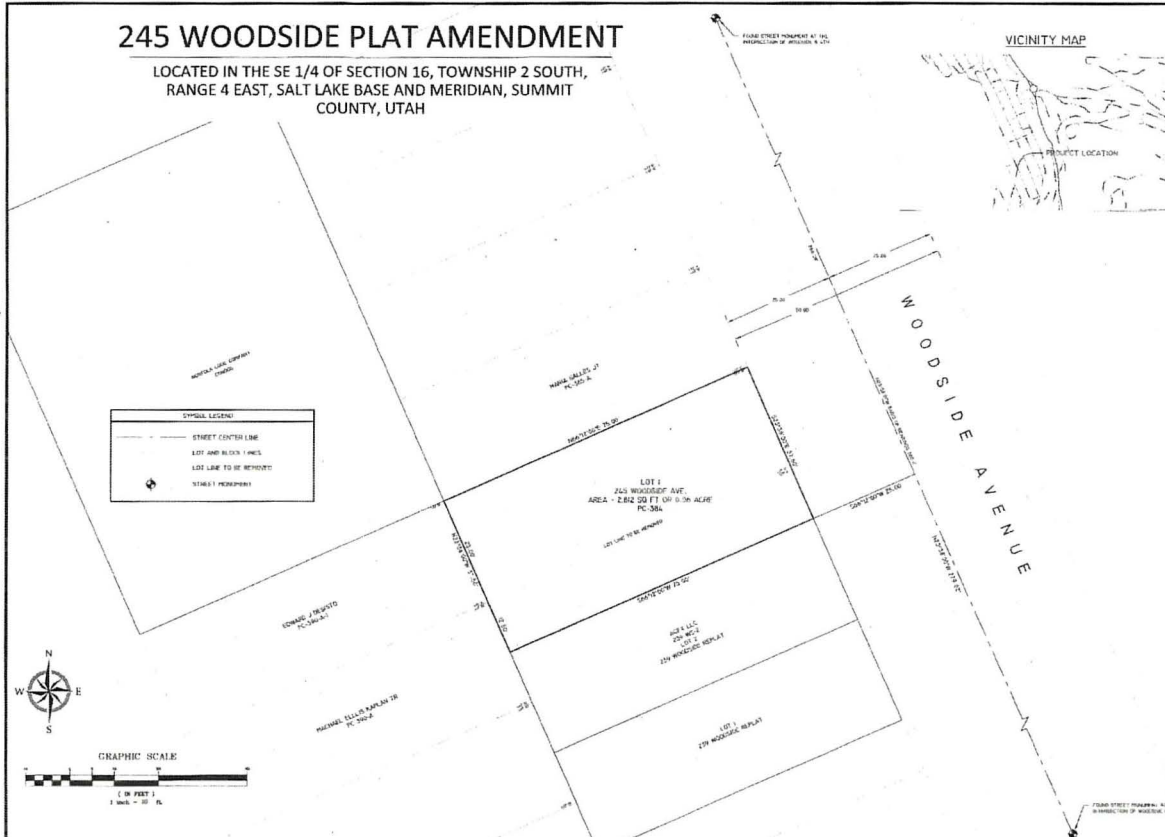


Mark Harrington, City Attorney

Attachment 1 Proposed Plat

245 WOODSIDE PLAT AMENDMENT

LOCATED IN THE SE 1/4 OF SECTION 16, TOWNSHIP 2 SOUTH,
RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT
COUNTY, UTAH



VICINITY MAP

PROJECT LOCATION

SURVEYOR'S CERTIFICATE

IN ACCORDANCE WITH SECTION 10-60-603 OF THE UTAH CODE, I, CHAD A. ANDERSON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE NUMBER 7736136 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT.

I FURTHER CERTIFY THAT THIS PLAT AMENDMENT WAS PREPARED BY ME AND UNDER MY SUPERVISION IN ACCORDANCE WITH THE REQUIREMENTS OF THE PARK CITY MUNICIPAL CORPORATION.

CHAD A. ANDERSON
PROFESSIONAL LAND SURVEYOR

DATE



SURVEYOR'S SEAL

BOUNDARY DESCRIPTION

THE NORTH HALF OF LOT ELEVEN AND ALL OF LOT TWELVE OF THE PARK CITY SURVEY, ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT SEIZABE W. HERNIMANN, A SINGLE PERSON, THE UNDERSIGNED OWNER OF THE TRACTED OF LAND SHOWN AS 245 WOODSIDE PLAT AMENDMENT, HAS CAUSED THIS PLAT AMENDMENT TO BE PREPARED AND DOES HEREBY CONSENT TO THE REIFICATION OF THIS PLAT AMENDMENT.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND THIS ____ DAY OF ____ 20__.

SEIZABE W. HERNIMANN

ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

ON THIS ____ DAY OF _____ 20__, PERSONALLY APPEARED BEFORE ME, SEIZABE W. HERNIMANN, A SINGLE PERSON, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

MY COMMISSION EXPIRES: _____

SEAL

SIGNATURE - NOTARY PUBLIC
RESIDING IN _____ COUNTY, _____

NOTES

1. RESIDENTIAL FIRE SPRINKLERS WILL BE REQUIRED FOR ALL NEW CONSTRUCTION PER REQUIREMENTS OF THE CHET BUILDING OFFICIAL.
2. THIS PLAT AMENDMENT IS SUBJECT TO THE CONDITIONS OF APPROVAL IN ORDINANCE _____.
3. SUBJECT PROPERTY IS LOCATED IN ZONE X PER FEMA FLOOD MAP NO. 490135.

ELEMENT LAND SURVEYING • 2296 SOUTH 270 EAST, HEBER CITY UT 84032 • 801-592-5975 & 801-657-8748



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

PLANNING COMMISSION
APPROVED BY THE PARK CITY PLANNING COMMISSION
ON THIS 9th DAY OF May 20__
CHAIRMAN

ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE.
ON THIS ____ DAY OF ____ 20__
PARK CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM
ON THIS ____ DAY OF ____ 20__
PARK CITY ATTORNEY

CERTIFICATE OF ATTEST
I CERTIFY THE RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL.
ON THIS 31st DAY OF May 20__
PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL.
ON THIS ____ DAY OF ____ 20__
MAYOR

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

Ordinance No. 2021-32

AN ORDINANCE APPROVING AN EXTENSION OF CITY COUNCIL'S DECEMBER 5, 2019 APPROVAL OF ORDINANCE NO. 2019-60, AN ORDINANCE APPROVING THE 245 WOODSIDE PLAT AMENDMENT, LOCATED AT 245 WOODSIDE AVENUE, PARK CITY, UTAH.

WHEREAS, the Planning Commission held public hearings on August 14, 2019, September 11, 2019, and on October 23, 2019, the Planning Commission held a public hearing to receive input on the 245 Woodside Plat Amendment, Located at 245 Woodside Avenue, Park City, Utah;

WHEREAS, on October 23, 2019, the Planning Commission forwarded a positive recommendation to the City Council to approve the 245 Woodside Plat Amendment according to the Findings of Fact, Conclusions of Law, and Conditions of Approval as stated herein;

WHEREAS, on September 12, 2019, and December 5, 2019, the City Council held a public hearing to receive input on the Plat Amendment;

WHEREAS, on December 5, 2019, the City Council approved Ordinance No. 2019-60, An Ordinance Approving the 245 Woodside Plat Amendment, Located at 245 Woodside Avenue, Park City, Utah;

WHEREAS, on June 14, 2021, the owner of 245 Woodside Avenue submitted an application with the Planning Department to request a one-year extension of the City Council's approval of Ordinance No. 2019-60;

WHEREAS, on June 30, 2021, staff legally noticed the City Council July 15, 2021 public hearing;

WHEREAS, on July 15, 2021, the City Council reviewed the proposed plat approval extension, held a public hearing, and approved a one-year extension for the 245 Woodside Avenue Plat Amendment through July 15, 2022; and

WHEREAS, it is in the best interest of Park City, Utah to approve the extension of the 245 Woodside Plat Amendment through July 15, 2022.

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. City Council's December 5, 2019 approval of the 245 Woodside Plat Amendment, Attachment 1, is hereby extended through July 15, 2022, subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

245 Woodside Avenue**Findings of Fact:**

1. The site is located at 245 Woodside Avenue.
2. The site is within the Historic Residential-1 District.
3. The site consists of the northern half of Lot 11 and all of Lot 12, Block 31, within Park City Survey.
4. The proposed Plat Amendment creates one (1) Lot from one and a half (1½) Old Town Lots.
5. The Applicant is proposing to remove the interior Lot line between Lot 11 and Lot 12, Block 31, within Park City Survey to create one (1) Lot. The interior Lot line currently bisects the Duplex Dwelling.
6. The minimum Lot size within the Historic Residential-1 District is 1,875 square feet and 3,750 square feet for a Duplex Dwelling.
7. The proposed Lot size is 2,812 square feet. This does not meet the requirements for a Duplex Dwelling.
8. The minimum Lot width within the Historic Residential-1 District is twenty five feet (25').
9. The proposed Lot width is thirty-seven and half feet (37.5').
10. At the time of its construction, the site was located in the Residential-1 Zoning District. The project complied with the following:
 - a. Required Rear Setbacks of 10 feet; complied with a Rear Yard of 28.3 feet, measured.
 - b. Required Building Height of 35 feet; complied with a gable roof at 24 feet and 4 inches, as measured.
11. At the time of its construction, the site did not comply with the following:
 - a. Required Lot Width of 37.5 feet, measured 20 feet back from the Front Lot Line; did not comply as the Structure was built over a 25' wide Lot (Lot 12) and a 12.5' Lot (Lot 11, north half). The Lots together did total 37.5' at this time, but were not actually combined.
 - b. Required Lot Size of 3,000 square feet; did not comply as the Lot size would have been 1,875 square feet for Lot 12 and the north half of Lot 11 would have been 937.5 square feet. Combined, the Lots would have been about 2,812 square feet and would not have complied.
 - c. Required Side Yard Setbacks of 5 feet; did not comply with 3 foot setbacks along the north and south property lines. This is according to the 2010 Building Permit Existing Site Plan showing a Side Setback (north) of approximately 1.75 feet. The south Side Setback is 3 feet on this plan.
 - d. Required Front Setback of 20 feet; did not comply with a Front Setback of 9 feet.
12. Staff believes the Structure was originally built as a Duplex, based on the 1983 Planning Department Determination Letter (Attachment 1). It is undetermined whether the house originally abided by Front and Side Setback requirements, and parking requirements of two (2) parking spaces for a Duplex Dwelling, of the R-1 Zoning District without building plans.
13. In 1976, the Site was rezoned to the Historic Residential-1 (HR-1) Zoning District. The building complies the current HR-1 Zone Height of 27 feet and the Maximum

Building Footprint of 1200.5 for the proposed Lot size of 2,812 square feet, per the proposed Plat Amendment. It also complies with the Rear (10 feet) and Side (south Side, 3 feet) setbacks; however, it does not comply with the required Lot Size for a Duplex Use of 3,750, or the Front Setback of 10 feet or Side (north) Setback of 3 feet.

14. As the Site is currently configured in the Front Yard area (east), with a parking area of 225 square feet (9 feet deep by 25 feet wide within the property lines), this site would not be able to accommodate the required 4 parking spaces for a Duplex per LMC 15-3-6.
15. In 2010, two (2) Building Permits were approved to 1) remodel the Structure from a Triplex to a Duplex (BD-10-15955) and 2) repair and add to the existing Front (east) decks, Side landings (south), and stairs (south), and add a Rear Yard deck (BD-10-15565).
16. Dwelling located at 245 Woodside Avenue does not comply with current Land Management Code requirements for a legal Non-complying Structure due to the encroachments in the Front and Side Setbacks, the lack of required parking for a Duplex Use, and the evidence on record related to this property; however, the Duplex Use was allowed in 1974, per the 1968 enacted Zoning Code at the time, and our records indicate that in 1983 the Planning Department issued a letter acknowledging that the use was originally a Duplex Dwelling. There are two (2) sets of stairs on this Site that encroach onto the Woodside Avenue public Right-of-Way. The stairs along the southern property line have an existing Encroachment Agreement, recorded with Summit County as Entry No.00919262.
17. There is a deck on this Site that encroaches into the Woodside Avenue public Right-of-Way. The deck currently projects 9 feet, as measured, from the main Structure into the Front Setback, but also projects 5 feet, as measured, past the Front property line into the Right-of-Way. It is also 27.08 feet wide, as measured. The HR-1 Zone allowed for decks to be 10 feet wide and project into the Front Setback by 3 feet. The current deck configuration exceeds this requirement. Staff believes this was permitted as the deck was existing and the dimensions were not changing per the permit's (BD-10-15565) plans.

Conclusions of Law:

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

Conditions of Approval:

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the Plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the Plat.

2. The Applicant shall record the Plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the Plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. Prior to Plat recordation, the Applicant shall either remove the existing deck, retaining walls, paved Parking Area, and stairs (both sets) encroachments from the City Right-of-Way, or enter into an Encroachment Agreement with the City that includes these encroachments conditioned as the City Council deems appropriate. The Applicant is responsible of securing appropriate City approvals and permits before any work on the encroachments can begin. The City Council's, in addition to the City Engineer's, review and approval of the Encroachment Agreement for this 245 Woodside Plat Amendment application will be required.
4. The Applicant may repair or maintain the existing Structure provided that such repair or maintenance shall neither create any new non-compliance nor shall increase the degree of the existing non-compliances with the LMC. The Applicant may maintain and remodel the existing Duplex Dwelling. Should the more than 50% of the Gross Floor Area of the Structure be demolished, the Structure shall be brought into compliance with the Land Management Code at the time of application. As this site does not meet the minimum Lot Size requirements for a Duplex Dwelling, the Use will also need to be brought into compliance with the LMC at the time of application. The Applicant may maintain the existing Use of the site as a Duplex, but any deviation, expansion, or demolition of the existing Structure from this Use will need to come into compliance with the requirements of the HR-1 Zoning District at the time of the application. This is pursuant to [LMC 15-9-5](#).
5. Any future development will need to come into compliance with the Land Management Code and Historic District Design Guidelines in effect at the time of application.
6. Residential fire sprinklers are required for all new construction per requirements of the Chief Building Official, and shall be noted on the plat.
7. Ten foot (10') public snow storage easement shall be granted along the Woodside Avenue Right-of-Way.
8. All Conditions of Approval of the Ordinance No. 2019-60 shall continue to apply.

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

PASSED AND ADOPTED this 15th day of July, 2021.

PARK CITY MUNICIPAL CORPORATION

DocuSigned by:

Andy B

Andy Beerman, MAYOR

ATTEST:

DocuSigned by:

Michelle Kellogg

Michelle Kellogg, City Recorder



APPROVED AS TO FORM:

DocuSigned by:

Margaret Plane

Margaret Plane, City Attorney

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City Council Staff Report



Subject: Park City Film Studios First Amended Subdivision
Application: PL-21-05035
Author: Alexandra Ananth, Sr. Planner
Date: February 3, 2022
Type of Item: Administrative – Plat Amendment

Recommendation

(1) Review the Park City Film Studios First Amended Subdivision; (2) conduct a public hearing; and (3) consider approving Ordinance 2022-06 (Exhibit A).

Description

Applicant: Quinn Capital Partners, LLC (Matthew Crandall)
Location: 4001 Kearns Boulevard (SR-248)
Zoning District: Community Transition (CT), with a Regional Commercial Overlay (RCO) and Entry Corridor Protection Overlay, and an MPD for a Film Studio and Media Campus

Adjacent Land Uses: Open Space and Recreation, Single-Family Residential Dwellings (MPD), Institution Uses
Reason for Review: Plat amendments require Planning Commission recommendation and City Council action¹

Summary

The applicant proposes to subdivide the Park City Film Studios Lot into two (2) legal lots of record. Lot 1A consists of 8.622 acres and contains the existing Film Studio Campus as developed. Lot 1B consists of 20.464 acres and contains the remainder of the site, generally south of Round Valley Drive. The applicant desires to subdivide the lot in order to seek financing for a potential project on Lot 1B.

Proposed lot 1B is currently undeveloped and the applicant intends to file future applications to a) amend the zoning and annexation ordinance and MPD to allow for additional uses on this portion of the site; and b) modify the use, number, footprints and building height for the remaining density allocated in the MPD for this portion of the site.

Staff notes that subdividing the property into two lots does not preclude the applicant from developing the site consistent with the existing annexation and MPD requirements.

On January 12, 2022, the Planning Commission unanimously voted to forward a positive recommendation to the City Council for consideration ([Staff Report](#), [Minutes](#)).

¹ LMC [§ 15-7.1-2\(B\)](#).

No additional conditions were added by the Planning Commission.

Background

The property is located at 4001 Kearns Blvd. The property's annexation into Park City was the result of extensive litigation between the original owners and Summit County for the development of the parcel, which resulted in a settlement that provided Park City with an option to consider the annexation prior to development in the County. As a result, Park City approved a [Settlement Agreement](#) and [Development Agreement Master Planned Development \(MPD\)](#) for the purpose of constructing 374,000 square feet of "a motion picture studio and media campus," as stated in the Settlement Agreement. The site is in the Community Transition (CT) zone, with a Regional Commercial Overlay (RCO) and Entry Corridor Protection Overlay, and an MPD for a Film Studio and Media Campus. The MPD is limited to a movie studio and media campus, including a 100-room hotel, amphitheater, and associated Commercial uses as outlined in Exhibit C of the [Annexation Agreement](#). The zoning was adopted at the time of annexation to enable the Film Studio MPD.

To date, only Phase 1 of the Film Campus has been constructed, which includes the sound stages, workshop, and production support/offices (Buildings 7, 7A and 7B), associated parking, the main entrance, landscaping, and berming along Kearns Blvd. This totals 91,425 square feet of development, all of which are located on proposed Lot 1A. Currently, there are 283,000 square feet of remaining Commercial density to be built on the Property, for uses and buildings consistent with the [Annexation Agreement](#) and MPD.

Article II, Section 2.5(c) of the Annexation Agreement (page 3) states that no open space, setbacks, or affordable housing requirements may be imposed in the MPD for the site.

While considering a phasing plan amendment earlier this year to construct the allowed hotel building in proposed Phase 2 and move the rest of the buildings to later phases, City Council indicated a willingness to designate two Council liaisons to assess at a high level whether the City would entertain further amendments to the original Annexation and MPD in order to produce more community benefits and additional uses, including affordable and market rate housing (residential uses), for the remaining entitled density. The City Council designated Councilmembers Steve Joyce and Nann Worel with reviewing the applicant's new concept plan in more detail.

The Planning Department, Housing Team, and Council liaisons met with the applicant on several occasions to discuss the possibility of community housing and the City's need for more affordable/attainable units. Included in these meetings was a tour of the applicant's recently completed project, *The Commons*, a mixed-use affordable apartment complex, in Newpark at Kimball Junction.

This group continued to work with the applicant on a conceptual site plan that included mixed income housing, smaller scale commercial spaces, a public plaza, and a transit

station. Council liaisons requested the applicant return to Council to present the new concept for the remaining density prior to filing an application for Planning Commission review.

On December 9, 2021, the applicant returned to Council and presented their concept for proposed parcel 1B ([Work Session Staff Report](#), [Minutes p. 5-7](#)). Overall, the Council supported the proposed change from a film studio campus to mixed-use development with an affordable/attainable housing component at an average of 80% of Area Median Income (AMI) and at a density consistent with the original MPD. Some Councilmembers noted that they would appreciate even more affordable/attainable housing in the proposal and some units available to lower AMI targets. In the end, they unanimously supported the applicant to move forward with a new Planning Commission review.

On January 12, 2022, the Planning Commission unanimously forwarded a positive recommendation on the subdivision only to the City Council for consideration. The applicant has yet to file applications to amend the annexation and MPD for a future project.

Analysis

For Plat Amendments, the Planning Commission holds a public hearing and makes a recommendation to City Council; the City Council reviews, holds a public hearing, and acts on a Subdivision Plat.²

(I) The proposed plat amendment complies with the Community Transition with Regional Commercial Overlay Zoning requirements, as well as the Entry Corridor Protection Overlay, and MPD for a Film Studio and Media Campus

The applicant is proposing to subdivide the existing 29.553-acre Park City Film Studios Lot into two (2) legal lots of record. Lot 1A would consist of 8.622 acres and contain the existing developed Film Studio Campus north of Round Valley Drive, the access road to the site from SR-248. Lot 1B would consist of 20.464 acres and would contain the remainder of the site, south of Round Valley Drive.

² LMC [§ 15-7.1-2](#).

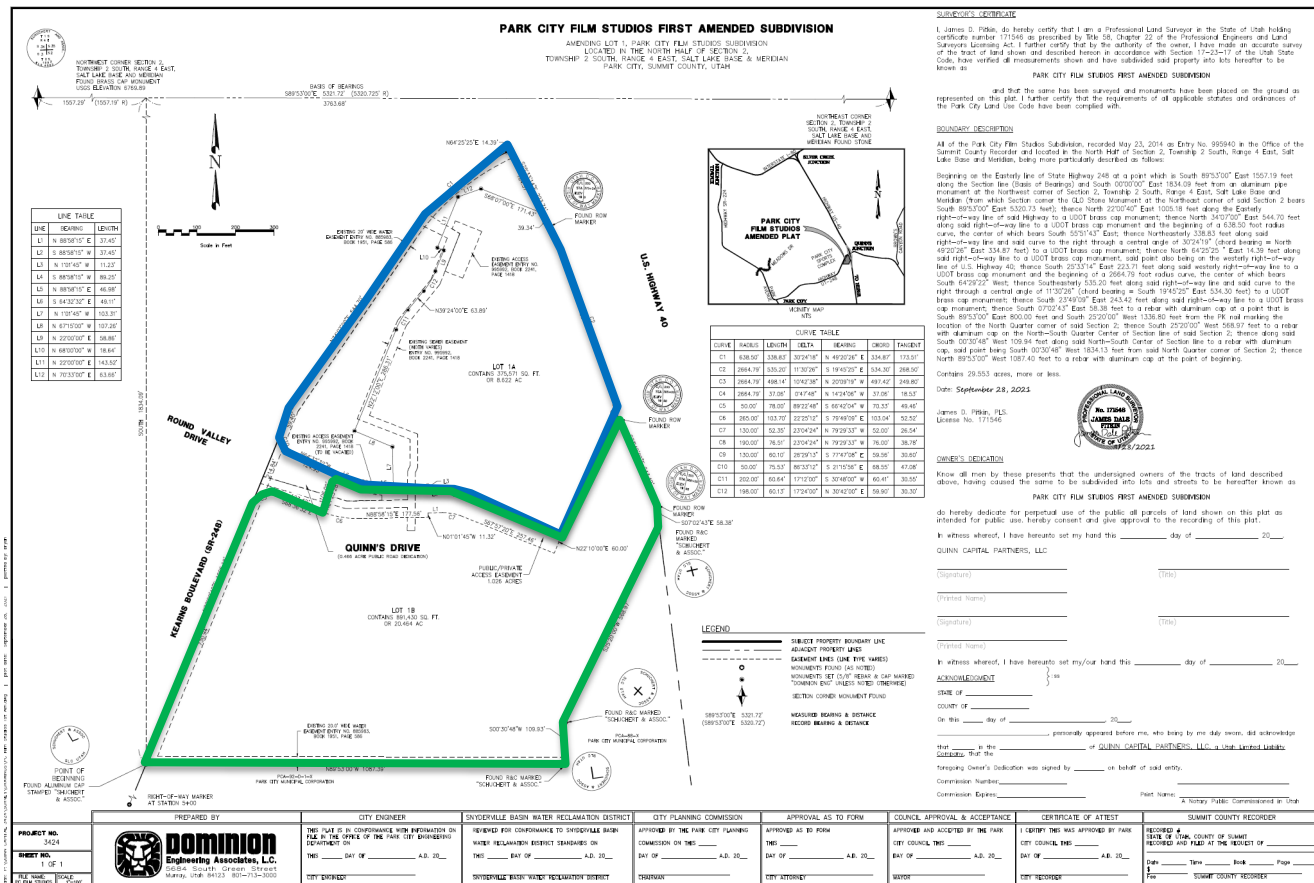


Figure 1. Applicant's proposed Plat depicting the two lots (Lot 1B in green).

The proposed subdivision is consistent with the zoning and MPD requirements, but to proceed with a new development plan for proposed Lot 1B, the applicant will need to file additional applications for review and approval. **Staff recommends Conditions of Approval that any new proposal for development on Lot 1B must comply with the current Affordable Housing Resolution in place at the time of application and the LMC Entry Corridor Protection Overlay which includes a setback requirement of at least 100 feet and increases with Building Height. The MPD includes berming requirements and staff recommends continued compliance with this requirement. See COA # 8-10 (Exhibit A). Planning Commission agreed with the proposed Conditions.**

Zoning Requirements	Lot 1A Film Studio Campus	Lot 1B Undeveloped Parcel
Lot Size: There is no minimum Lot size in the CT-RCO District or MPD.	Complies with LMC. Proposed Lot Size is 375,571 SF or 8.6 acres.	Complies with LMC. Proposed Lot Size is 891,430 SF or 20.5 acres.
Setbacks: Entry Corridor Protection Overlay requires at least 100 ft.	Complies with MPD.	Must comply with the Entry Corridor Protection Overlay Setback.
Density: The base Density of the CT District is one (1) unit per twenty (20) acres. Residential Uses cannot exceed one (1) unit/acre.	Complies with MPD. The MPD allows for 374,000 square feet of “a motion picture studio and media campus,” as stated in the Settlement Agreement. To date, only Phase 1 of the Film Campus has been constructed. This totals 91,425 square feet of development.	Must comply or amend MPD and zoning and annexation Ordinance 2012-12. Currently there are 283,000 square feet of remaining Commercial density to be built on the Property, for uses and buildings consistent with the Annexation Agreement and MPD.
Building Height: The maximum CT zone Building height is twenty-eight feet (28') from Existing Grade.	Complies with MPD. Maximum building heights are noted in the annexation agreement and range from 28-60 feet. Any building greater than 28 feet in height must be located more than 150 feet from the centerline of a public roadway.	Must comply with the Entry Corridor Protection Overlay or amend MPD and zoning and annexation Ordinance 2012-12.

Existing Plat Notes will continue to apply unless amended, and include:

1. Compliance with the Annexation Agreement and [Ordinance 2012-12](#) (Annexation and Zoning Map Amendment Ordinance);
2. Compliance with Conditions of Approval of the MPD Development Agreement;
3. Compliance with the Conditions of Approval of the [Subdivision Ordinance 2014-16](#) (requires compliance with the Annexation and MPD);
4. A shared access easement for possible future access to SR-248 at the southwest corner of the property, which shall be right in and right out only and shall meet Fire District access requirements (still applicable, COA #6);
5. CC&Rs.

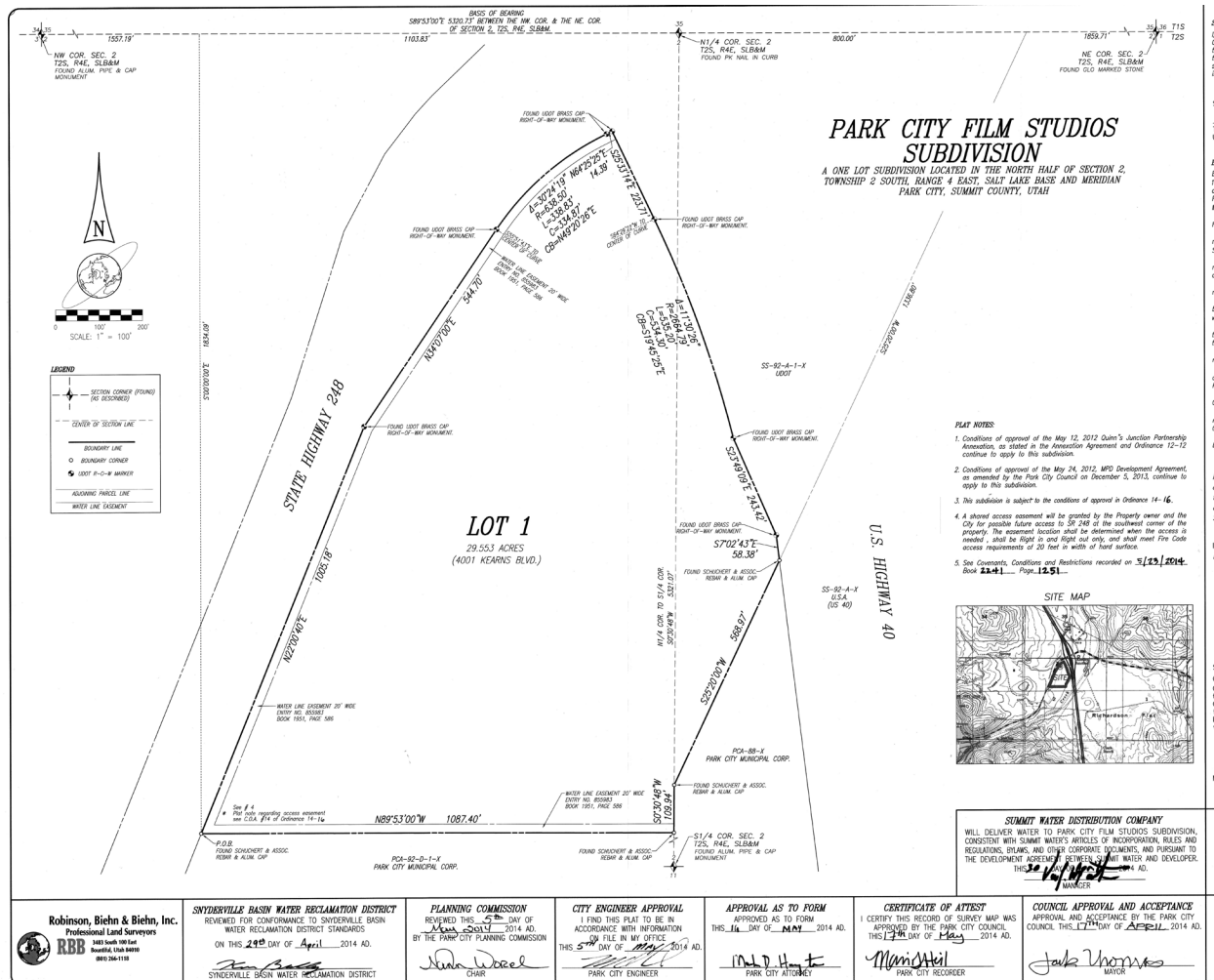


Figure 2. Original Approved Plat at Annexation

(II) Staff recommends Conditions of Approval to comply with LMC § 15-7.1-6, General Subdivision Requirements.

The Planning Commission and City Council have the authority to regulate the Subdivision of land and to attach reasonable conditions to the Subdivision.³ The Planning Commission also must take into consideration requirements of the Land Management Code, the General Plan, and Sensitive Lands Analysis, including the topography and natural features of the Property.

Although additional analysis and Conditions of Approval will follow with future development applications, staff recommends the following Conditions of Approval with respect to the Plat Amendment application:

- **Future improvements shall be designed to meet all Engineering Department requirements. COA # 11.**
- **The property is not within the Soils Ordinance. However, if the property**

³ LMC § 15-7-6.

owner encounters mine waste or mine waste impacted soils, they must handle the material in accordance with State and Federal law. COA # 12.

- ***Architectural Design Guidelines. Lot 1A complies with these Guidelines. Future development must comply with or amend these Guidelines. COA # 13.***
- ***All future development must meet the requirements of the Park City Fire District at the time of Building Permit review. COA #14.***

(II) There is Good Cause for the Park City Film Studios First Amended Subdivision Plat Amendment.

The Planning Commission shall make a finding as to Good Cause prior to making a positive recommendation to City Council for plat amendments.⁴ Land Management Code [§ 15-15-1](#) defines *Good Cause* as “[p]roviding positive benefits and mitigating negative impacts, determined on a case by case basis to include things as: providing public amenities and benefits, resolving existing issues and non-conformities, addressing issues related to density, promoting excellent and sustainable design, utilizing best planning and design practices, preserving the character of the neighborhood and of Park City and furthering the health, safety, and welfare of the Park City community.”

Staff finds Good Cause for this Plat Amendment as the amendment complies with the Community Transition with Regional Commercial Overlay Zoning requirements, as well as the Entry Corridor Protection Overlay, and annexation and MPD for a Film Studio and Media Campus. Existing plat notes will continue to apply; the subdivision does not preclude development that is consistent with the annexation and MPD.

In addition, no Public Street, Right-of-Way, or easement has been vacated or amended with the proposed Plat Amendment.

Notice

Staff published notice on the City’s website and the Utah Public Notice website and posted notice to the property on December 29, 2021. Staff mailed courtesy notice to property owners within 300 feet on December 29, 2021. The *Park Record* published notice on January 5, 2022. LMC [§ 15-1-21](#).

Public Input

Staff did not receive any public input prior to the publication of this Staff Report. There was no public input at the Planning Commission meeting on January 12, 2022.

Exhibits

Exhibit A: Ordinance No. 2022-06

Exhibit B: Applicant’s Letter of Intent Re: Subdivision

Exhibit C: Original Plat

Exhibit D: Proposed Plat Amendment

⁴ LMC [§ 15-7.1-6\(C\)](#)

Ordinance No. 2022-06

AN ORDINANCE APPROVING THE PARK CITY FILM STUDIOS FIRST AMENDED SUBDIVISION, AMENDING LOT 1, PARK CITY FILM STUDIOS SUBDIVISION, 4001 KEARNS BOULEVARD, PARK CITY, UTAH

WHEREAS, the owners of the property located at 4001 Kearns Boulevard petitioned the City Council for approval of the Park City Film Studios First Amended Subdivision, to create two (2) Lots of Record; and

WHEREAS, on January 5, 2021, the *Park Record* published notice for the Planning Commission public hearing; and

WHEREAS, on December 29, 2021, staff mailed courtesy notice to property owners within 300 feet, posted notice to the Utah Public Notice Website and City Website, and posted notice to the property for the Planning Commission public hearing; and

WHEREAS, on January 12, 2022, the Planning Commission reviewed the proposed Plat Amendment and held a public hearing; and

WHEREAS, on January 12, 2022, the Planning Commission forwarded a positive recommendation for City Council's consideration on February 3, 2022; and

WHEREAS, on February 3, 2022, the City Council reviewed the Plat Amendment and held a public hearing; and

WHEREAS, the Plat Amendment is consistent with the Park City Land Management Code, annexation, MPD and Entry Protection Overlay Zone

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

SECTION 1. APPROVAL. The Park City Film Studios First Amended Subdivision 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 4001 Kearns Boulevard.
2. The property's annexation into Park City was the result of extensive litigation between the original owners and Summit County for the development of the parcel, that resulted in a settlement which provided Park City with an option to consider the annexation prior to development in the County.
3. As a result, Park City approved its own Settlement Agreement and Development Agreement Master Planned Development (MPD) for the purpose of constructing 374,000 square feet of "a motion picture studio and media campus," as stated in

- the Settlement Agreement.
4. The site is in the Community Transition (CT) zone, with a Regional Commercial Overlay (RCO) and Entry Corridor Protection Overlay, and an MPD for a Film Studio and Media Campus.
 5. The MPD is limited to a movie studio and media campus, including a 100-room hotel, amphitheater, and associated Commercial uses as outlined in Exhibit C of the Annexation Agreement.
 6. To date, only Phase 1 of the Film Campus has been constructed, which includes the sound stages, workshop, and production support/offices (Buildings 7, 7A and 7B), associated parking, the main entrance, landscaping, and berming. This totals 91,425 square feet of development, all of which is located on proposed Lot 1A.
 7. Currently there are 283,000 square feet of remaining Commercial density to be built at the Property, for uses and buildings consistent with the Annexation Agreement and MPD.
 8. The applicant is proposing to subdivide the existing 29.553-acre Park City Film Studios Lot into two (2) legal lots of record. Lot 1A would consist of 8.622 acres and contain the existing developed Film Studio Campus generally north of Round Valley Drive, the access to the site from SR-248. Lot 1B would consist of 20.464 acres and would contain the remainder of the site, generally south of Round Valley Drive.
 9. The proposed subdivision is consistent with the zoning and MPD but in order to proceed with a new development plan for proposed Lot 1B, the applicant will need to file additional applications. No findings of compliance are made at this time with Municipal Code Title 15 Chapter 7, specifically 7.1, 7.2, and 7.3.
 10. The Annexation Agreement states there is no Open Space requirement for the MPD.
 11. The proposed Plat Amendment allows for future development that complies with the annexation and MPD as well as the Land Management Code.
 12. Plat Amendments shall be reviewed according to Section 15-7.1-6 Final Subdivision Plat and approval shall require (a) a finding of Good Cause, and (b) a finding that no Public Street, Right-of-Way, or easement has been vacated or amended.

Conclusions of Law

1. There is Good Cause for this Subdivision as the amendment complies with the Community Transition with Regional Commercial Overlay Zoning requirements, as well as the Entry Corridor Protection Overlay, and annexation and MPD for a Film Studio and Media Campus. Existing plat notes will continue to apply; the subdivision does not preclude development that is consistent with the annexation and MPD.
2. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
3. 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.
4. No Public Street, Right-of-Way, or easement has been vacated or amended.

Conditions of Approval

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant shall record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one year, this approval will be void, unless the applicant submits a request for an extension in writing prior to the expiration date and an extension is granted by the City Council.
3. No vesting shall occur for Lot 1B by virtue of this plat. No additional development activity or building permit will be granted on Lot 1B until further re-subdivision, zoning and MPD applications are applied for and approved. All such applications shall comply with public improvement requirements pursuant to Paragraph 1.4.6 of the MPD Agreement and with the City's Future Laws pursuant to Paragraph 2.4 of the MPD.
4. The plat shall note that Conditions of Approval of the May 12, 2012, Zoning and Annexation Agreement, Ordinance 2012-12 and Ordinance 2014-16 continue to apply to this subdivision unless subsequently amended.
5. The plat shall note that Conditions of Approval of the May 24, 2012, Development Agreement MPD continue to apply to this subdivision unless subsequently amended.
6. The plat shall note that a shared public access easement will be dedicated by the property owner to the City for possible future access to SR-248 at the southwest corner of the property, including possible re-dedication or transfer by the City to the state of Utah. The easement location shall be determined when the access is needed, shall be right in and right out only, and shall meet fire code access requirements of 20 feet in width of hard surface.
7. The plat shall note the CC&R recorded on 5/23/2014, Book 2241, page 1251.
8. The plat shall note that if Lot 1B is not developed in accordance with the zoning and annexation Ordinance 2012-12, the City's current Affordable Housing Resolution shall apply.
9. The plat shall note that the MPD berming requirements shall continue to apply to Lot 1B.
10. The plat shall note that the Frontage Protection Overlay Zone and Entry Corridor Protection Overlay requirements shall apply to Lot 1B and be shown on the plat.
11. Future improvements shall be designed to meet all Engineering Department requirements.
12. The property is not within the Soils Ordinance. However, if the property owner encounters mine waste or mine waste impacted soils, they must handle the material in accordance with State and Federal law.
13. The Annexation Agreement includes Architectural Design Guidelines. Lot 1A complies with these Guidelines. Future development must comply with or amend these Guidelines.
14. All future development must meet the requirements of the Park City Fire District in accordance with standards applicable to the particular application and at the time of Building Permit review.

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

PASSED AND ADOPTED this 3rd Day of February 2022.

PARK CITY MUNICIPAL CORPORATION

Nann Worel, MAYOR

ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney's Office

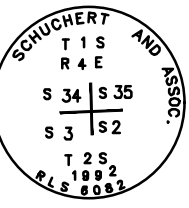
Attachment 1: Park City Film Studios First Amended Subdivision

Subdivision Plat Amendment

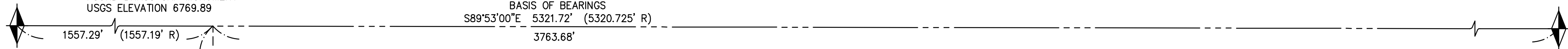
The purpose of Quinn Capital Partners, LLC's subdivision plat application is to subdivide the current plat into two legal lots of record. The Quinn's development contains a mix of uses, including a state-of-the-art film studio. The film studio was the first building constructed in the development. It has been in operation since 2015 and has hosted several large-scale productions. As the owner of the film studio and the remaining development, Quinn Capital Partners, LLC would like the film studio operation to function on its own stand-alone property. The remaining property can then be developed without impacting ongoing operations at the studio. The film studio will, of course, remain a component of the development. It will simply be on a separate lot for taxation purposes.

PARK CITY FILM STUDIOS FIRST AMENDED SUBDIVISION

AMENDING LOT 1, PARK CITY FILM STUDIOS SUBDIVISION
LOCATED IN THE NORTH HALF OF SECTION 2,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



NORTHWEST CORNER SECTION 2,
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
FOUND BRASS CAP MONUMENT
USGS ELEVATION 6769.89



LINE TABLE		
LINE	BEARING	LENGTH
L1	N 88°58'15\"	37.45'
L2	S 88°58'15\"	37.45'
L3	N 1°01'45\"	11.23'
L4	S 88°58'15\"	89.25'
L5	N 88°58'15\"	46.98'
L6	S 64°32'32\"	49.11'
L7	N 1°01'45\"	103.31'
L8	N 67°15'00\"	107.26'
L9	N 22°00'00\"	58.86'
L10	N 68°00'00\"	18.64'
L11	N 22°00'00\"	143.52'
L12	N 70°33'00\"	63.66'



SOUTH 1834.09'

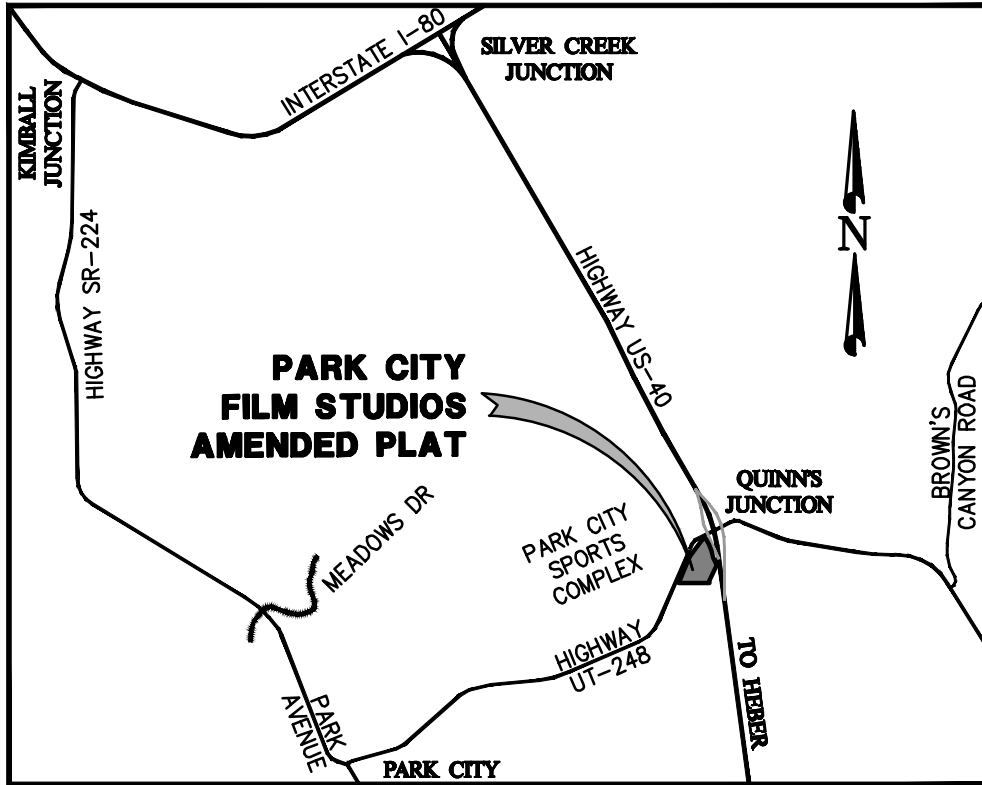
ROUND VALLEY DRIVE

KEARNS BOULEVARD (SR-248)

QUINN'S DRIVE
(0.466 ACRE PUBLIC ROAD DEDICATION)

LOT 1B
CONTAINS 891,430 SQ. FT.
OR 20.464 AC

LOT 1A
CONTAINS 375,571 SQ. FT.
OR 8.622 AC



CURVE TABLE						
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD	TANGENT
C1	638.50'	338.83'	30°24'18"	N 49°20'26" E	334.87'	173.51'
C2	2664.79'	535.20'	11°30'26"	S 19°45'25" E	534.30'	268.50'
C3	2664.79'	498.14'	10°42'38"	N 20°09'19" W	497.42'	249.80'
C4	2664.79'	37.06'	0°47'48"	N 14°24'06" W	37.06'	18.53'
C5	50.00'	78.00'	89°22'48"	S 66°42'04" W	70.33'	49.46'
C6	265.00'	103.70'	22°25'12"	S 79°49'09" E	103.04'	52.52'
C7	130.00'	52.35'	23°04'24"	N 79°29'33" W	52.00'	26.54'
C8	190.00'	76.51'	23°04'24"	N 79°29'33" W	76.00'	38.78'
C9	130.00'	60.10'	26°29'13"	S 77°47'08" E	59.56'	30.60'
C10	50.00'	75.53'	86°33'12"	S 21°15'56" E	68.55'	47.08'
C11	202.00'	60.64'	17°12'00"	S 30°48'00" W	60.41'	30.55'
C12	198.00'	60.13'	17°24'00"	N 30°42'00" E	59.90'	30.30'

LEGEND

- SUBJECT PROPERTY BOUNDARY LINE
- ADJACENT PROPERTY LINES
- EASEMENT LINES (LINE TYPE VARIES)
- MONUMENTS FOUND (AS NOTED)
- MONUMENTS SET (5/8" REBAR & CAP MARKED "DOMINION ENG" UNLESS NOTED OTHERWISE)
- SECTION CORNER MONUMENT FOUND
- MEASURED BEARING & DISTANCE
- RECORD BEARING & DISTANCE

SURVEYOR'S CERTIFICATE

I, James D. Pitkin, do hereby certify that I am a Professional Land Surveyor in the State of Utah holding certificate number 171546 as prescribed by Title 58, Chapter 22 of the Professional Engineers and Land Surveyors Licensing Act. I further certify that by the authority of the owner, I have made an accurate survey of the tract of land shown and described hereon in accordance with Section 17-23-17 of the Utah State Code, have verified all measurements shown and have subdivided said property into lots hereafter to be known as

PARK CITY FILM STUDIOS FIRST AMENDED SUBDIVISION

and that the same has been surveyed and monuments have been placed on the ground as represented on this plat. I further certify that the requirements of all applicable statutes and ordinances of the Park City Land Use Code have been complied with.

BOUNDARY DESCRIPTION

All of the Park City Film Studios Subdivision, recorded May 23, 2014 as Entry No. 995940 in the Office of the Summit County Recorder and located in the North Half of Section 2, Township 2 South, Range 4 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning on the Easterly line of State Highway 248 at a point which is South 89°53'00" East 1557.19 feet along the Section line (Basis of Bearings) and South 00°00'00" East 1834.09 feet from an aluminum pipe monument at the Northwest corner of Section 2, Township 2 South, Range 4 East, Salt Lake Base and Meridian (from which Section corner the GLO Stone Monument at the Northeast corner of said Section 2 bears South 89°53'00" East 5320.73 feet); thence North 22°00'40" East 1005.18 feet along the Easterly right-of-way line of said Highway to a UDOT brass cap monument; thence North 34°07'00" East 544.70 feet along said right-of-way line to a UDOT brass cap monument and the beginning of a 638.50 foot radius curve, the center of which bears South 55°51'43" East; thence Northeasterly 338.83 feet along said right-of-way line and said curve to the right through a central angle of 30°24'19" (chord bearing = North 49°20'26" East 334.87 feet) to a UDOT brass cap monument; thence North 64°25'25" East 14.39 feet along said right-of-way line to a UDOT brass cap monument, said point also being on the westerly right-of-way line of U.S. Highway 40; thence South 25°33'14" East 223.71 feet along said westerly right-of-way line to a UDOT brass cap monument and the beginning of a 2664.79 foot radius curve, the center of which bears South 64°29'22" West; thence Southeasterly 535.20 feet along said right-of-way line and said curve to the right through a central angle of 11°30'26" (chord bearing = South 19°45'25" East 534.30 feet) to a UDOT brass cap monument; thence South 23°49'09" East 243.42 feet along said right-of-way line to a UDOT brass cap monument; thence South 07°02'43" East 58.38 feet to a rebar with aluminum cap at a point that is South 89°53'00" East 800.00 feet and South 25°20'00" West 1336.80 feet from the PK nail marking the location of the North Quarter corner of said Section 2; thence South 25°20'00" West 568.97 feet to a rebar with aluminum cap on the North-South Quarter Center of Section line of said Section 2; thence along said South 00°30'48" West 109.94 feet along said North-South Quarter Center of Section line to a rebar with aluminum cap, said point being South 00°30'48" West 1834.13 feet from said North Quarter corner of Section 2; thence North 89°53'00" West 1087.40 feet to a rebar with aluminum cap at the point of beginning.

Contains 29.553 acres, more or less.

Date: September 28, 2021

James D. Pitkin, PLS.
License No. 171546



OWNER'S DEDICATION

Know all men by these presents that the undersigned owners of the tracts of land described above, having caused the same to be subdivided into lots and streets to be hereafter known as

PARK CITY FILM STUDIOS FIRST AMENDED SUBDIVISION

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for public use. hereby consent and give approval to the recording of this plat.

In witness whereof, I have hereunto set my hand this _____ day of _____ 20____.

QUINN CAPITAL PARTNERS, LLC

(Signature) _____ (Title) _____

(Printed Name) _____

(Signature) _____ (Title) _____

(Printed Name) _____

In witness whereof, I have hereunto set my/our hand this _____ day of _____ 20____.

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20____,

_____, personally appeared before me, who being by me duly sworn, did acknowledge

that _____ is the _____ of QUINN CAPITAL PARTNERS, LLC, a Utah Limited Liability Company, that the

foregoing Owner's Dedication was signed by _____ on behalf of said entity.

Commission Number: _____

Commission Expires: _____ Print Name: _____

A Notary Public Commissioned in Utah

PROJECT NO. 3424		CITY ENGINEER		CITY PLANNING COMMISSION		APPROVAL AS TO FORM		COUNCIL APPROVAL & ACCEPTANCE		CERTIFICATE OF ATTEST		SUMMIT COUNTY RECORDER	
SHEET NO. 1 OF 1		THIS PLAT IS IN CONFORMANCE WITH INFORMATION ON FILE IN THE OFFICE OF THE PARK CITY ENGINEERING DEPARTMENT ON		APPROVED BY THE PARK CITY PLANNING COMMISSION ON THIS _____ DAY OF _____ A.D. 20____		APPROVED AS TO FORM		APPROVED AND ACCEPTED BY THE PARK CITY COUNCIL THIS _____ DAY OF _____ A.D. 20____		I CERTIFY THIS WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____ A.D. 20____		RECORDED # STATE OF UTAH, COUNTY OF SUMMIT RECORDED AND FILED AT THE REQUEST OF _____	
FILE NAME: PC FILM STUDIOS		THIS _____ DAY OF _____ A.D. 20____		CHAIRMAN _____		CITY ATTORNEY _____		MAYOR _____		CITY RECORDER _____		Date _____ Time _____ Book _____ Page _____ \$ _____ Fee _____ SUMMIT COUNTY RECORDER	

Council Agenda Item Report

Meeting Date: February 3, 2022

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

2022 Legislative Update

Suggested Action:

Each week during the 2022 Legislative Session, the City Manager will provide a verbal update and synopsis of the Session to date.

Attachments:

Council Agenda Item Report

Meeting Date: February 3, 2022

Submitted by: Jason Glidden

Submitting Department: Community Development

Item Type: Staff Report

Agenda Section:

Subject:

Discuss Deer Valley's Snow Park Housing Obligation Calculation
(A) Public Input

Suggested Action:

Attachments:

[Deer Valley Housing Obligation Staff Report](#)

[Exhibit A: Deer Valley Housing Obligation Calculation Plan](#)

Housing Authority Staff Report

Subject: Deer Valley Snow Park Area Development - Affordable Housing Obligation Calculation
Author: Jason Glidden, Housing Development Manager
Department: Affordable Housing
Date: February 3, 2022
Type of Item: Administrative

Recommendation

Review and provide initial feedback on Deer Valley's proposed application that triggers an affordable housing obligation calculation for the development of the Deer Valley Snow Park Area.

Executive Summary

Deer Valley Resort has submitted an application to begin the planning review process for the expansion and redevelopment of the [Snow Park Base Area](#). The proposed development, located at the current surface lots of the Snow Park Base Area, will trigger an affordable housing obligation that the Park City Housing Authority must approve.

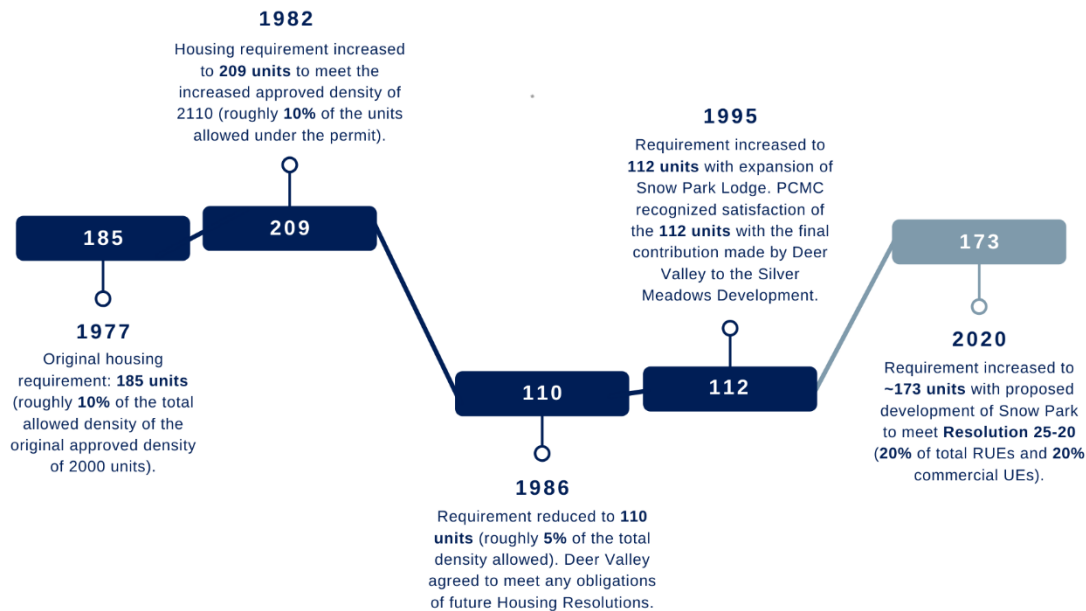
While no official site plans have been submitted, Deer Valley Resort has submitted its proposed housing obligation calculation and requested that the Housing Authority review the calculations and provide feedback. This report introduces the overall history of the Deer Valley MPD, commitments, and subsequent amendments and unit calculations. Deer Valley plans to return with a complete Housing Mitigation plan after they consult with the Housing Authority. Their proposal includes unit types, AMI levels, and specified locations. Staff will return to the Housing Authority for another review after the initial consultation on February 3, 2022.

Background

Deer Valley Resort (previously known as Royal Street Land Company) was initially issued a Special Exception Permit in 1977. Since then, this permit has been amended twelve separate times. While no housing resolution or obligations were in effect in 1977 at the time of the original Master Planned Development (MPD), Deer Valley understood the need for workforce housing and proactively negotiated a housing requirement as part of the 1977 MPD approval.

Since 1977, the MPD has been amended twelve times, and the housing requirements have changed considerably throughout the years as the City's Housing Resolutions also changed. Below is a timeline related to housing requirements for the Deer Valley MPD.

Deer Valley Resort Affordable Housing Obligation History



Important to note is the [5th Amendment](#) to the Special Exception Permit from 1986. It stated that the housing obligation for the MPD would be reduced to 5% in exchange for Deer Valley agreeing to meet the City's future housing resolutions. The City passed its first residential and commercial Housing Resolution in 1999. Before, any Deer Valley development was subject to the 5% housing obligation mentioned above. Conversely, future development after 1999 is required to meet the Housing Resolution in place at the time of application. While Deer Valley has not moved forward with any development since the 1999 resolution, other entities have developed within the MPD area. These developments should have been required to meet the current resolution in place at the time of application. Unfortunately, these obligations were missed by City staff and resulted in an estimated 50 affordable units not being produced.

Deer Valley produced 112 affordable housing units to meet the 5% 1986 housing obligation. The chart below shows how Deer Valley fulfilled its 5% obligation.

Total AUEs required 112 (AUE = 800SF) – fulfilled as follow:

Entity	Housing Obligation
Deer Valley Resort	112
Parkside Apts participation (1990)	-42
Fireside Apts. Participation (1990)	-42
Washington Mill (1993)	-8
Peace House shelter (1993)	-3
Aspen villas/Silver Meadows participation (1995)	-9

Employee/Manager units on-mountain (no deed restrictions on these units)
(Built as projects on mountain completed)

-8

Balance to 5% obligation

0

On April 13, 2021, Deer Valley submitted a Conditional Use Permit (CUP) application for the expansion and redevelopment of the [Snow Park Base Area](#). The CUP is for Phase 1 of a proposed 3 phase redevelopment plan. Specifically:

- Phase 1: Overall Site Plan, South Parcel Parking Structure, and a proposed Transit and Mobility Hub (current CUP application). The new garage includes day skier parking and parking for a future hotel, residential and commercial uses on four levels; and
- Phase 2: South Parcel Residential and Commercial Development (future CUP for development on top of the Phase 1 South Parcel Parking Structure including hotel and residential lodging, retail, dining, and entertainment uses). Also proposed is an addition to Snow Park Lodge; and
- Phase 3: North Parcel Parking Structure with Residential and Commercial Development (future CUP).

The Snow Park Village Parcel is currently authorized for 209.75 Unit Equivalents. No formal site plan was established or approved for the Snow Park Village development site. Density is assigned on a parcel-by-parcel basis in the MPD. Importantly, Deer Valley has provided a *general square footage breakdown* for the proposed development, provided below in the analysis section of this report, but not the actual specific due to the uncertainty of the final breakdown of the different commercial uses.

As a result, Deer Valley worked with City staff to develop an agreed-upon housing obligation calculation for the Snow Park Base Area development based on these estimated square footage numbers. If the actual development square footages change, Deer Valley will need to return to the Housing Authority and seek approval accordingly.

Analysis

Deer Valley's application proposes meeting the requirements of the City's most current [\(25-20\) Housing Resolution](#). They offer a total of 61.5 Affordable Housing Units (AUEs) after applying a 5% credit for the affordable housing already delivered to date. The spreadsheet showing the housing obligation and 5% credit is presented below in detail.

Estimated Affordable Housing Obligation - Deer Valley Resort Snow Park Village

December 20, 2021					
South Parcel	Current SF				
Use	Total GSF	Total NSF	UE's/Units	AUE's 20%	Comments
Total Commercial	25,866	21,068		10.4	3.7 employess per 1000 nsf
Total Support Commercial	30,640	32,030		15.8	3.7 employess per 1000 nsf
Total Resort Accessory	5,451	4,489			Not applicable
Total Residential Accessory	9,250	7,400			Not applicable
Total Residential	141,081	123,232	61.6	12.3	20% of UE's
Total Hotel	125,666	96,770	193	11.6	0.06 employees per hotel room
Total Event	30,879	28,736		14.2	3.7 employess per 1000 nsf
Total Transit Center	3,488	2,790			Not applicable
Subtotals	372,321	316,515		64.3	
North Parcel	Current SF				
Use	Total GSF	Total NSF	UE's/Units	AUE's 20%	Comments
Total Residential Accessory	10,000	8,000			Not applicable
Total Residential	177,534	142,027	71.0	14.2	20% of UE's
Subtotals	187,534	150,027		14.2	
Total South + North Parcel				78.5	
Housing Credit				17.0	
Total Outstanding Housing Obligation				61.5	

Since there is no approved site plan, Deer Valley has taken the total commercial and support commercial square footage and used the average employee generation rate of 3.7 employees per 1000 square feet. The 5% credit was calculated by taking the percentage of UEs assigned to the Snow Park Base Area in the MPD, multiplying by the 112 AUEs, for a total credit of 17 AUEs.

The Housing Team supports the calculations and historical context of meeting the intent of the MPD and the current Housing Resolution concurrently. After consultation with the Housing Authority, Deer Valley plans to return with a final Housing Mitigation Plan for approval.

Attachments

Exhibit A Deer Valley Proposed Housing Calculation



Snow Park Redevelopment Housing Mitigation Plan

January 11, 2022

Snow Park Village Redevelopment Project Overview

Deer Valley Resort is proposing to redevelop the existing Snow Park Village parking lots and base area. The Snow Park Lodge at Deer Valley has been an iconic destination for skiers since 1981. The surrounding base area has served its primary function of conveniently gaining access to a world class skiing experience. Many things have changed over the years and a fresh vision for the Snow Park base area parking lots is emerging to further enhance the guest experience, respond to the evolving user needs, and invest in the next 40 years of the resort.

Deer Valley Resort is proposing a reimagined overall site plan, new Parking Structure, and a Transit and Mobility Hub - this is referred to as Phase 1. Deer Valley Resort is in the process of engaging the community for feedback on the remaining elements of a future base area redevelopment, which would include an extended ski beach, a plaza area, and residential, lodging, and commercial uses (Phases 2 and 3).

The new base area development will maintain the existing iconic Snow Park Lodge, including the integral resort operations, and will incorporate a new Parking Structure over the existing parking lots. The Phase 1 development will be the foundation for a world class base area that reimagines the guest arrival and departure experience, prioritizes “transit first”, and upgrades the mountain transportation network.

Key features of the total conceptual plan (Phases 1-3) include:

- Transit and Mobility hub
- Integrated multi-modal drop-off and pick-up zones
- Reimagined arrival and departure experience for transit and guests
- Paid Parking Structure with automated entry and exit
- Extended sunset facing ski beach frontage
- Hotel and residential lodging options

- Expansion of retail, dining, and entertainment options
- Plaza promenade
- Community event center
- Retail-based addition to Snow Park Lodge
- Community gathering areas
- Future Pedestrian bridge

Background

Deer Valley Resort History

The ski industry forever changed 40 years ago when Edgar Stern developed Deer Valley Resort based on the concept of providing a luxury hotel experience by combining first-class guest service, luxury accommodations and gourmet food with skiing. Deer Valley Resort is the culmination of the vision and dream of Edgar and Polly Stern, born of their many years' experience in the hospitality industry. Deer Valley Resort opened on December 26, 1981, with five chairlifts, 35 ski runs on Bald Eagle and Bald Mountain, and two day lodges, Snow Park and Silver Lake. Over the years, we have invested in improvements and since our first season, have grown to 21 chairlifts, 103 ski runs, and three day lodges.

The Sterns' background in the hospitality industry and their other guest service experiences laid the groundwork for Deer Valley's concept. The Sterns first visited Park City in 1968 and purchased the existing Treasure Mountain Ski Area (now Park City Mountain) in 1971, along with other land that would later become Deer Valley. While Park City Mountain proved to be a rewarding experience, the Sterns' real desire was to pursue their own ideas for a ski resort. So, they sold Park City Mountain, holding on to the land that is now Deer Valley Resort.

Deer Valley was not the first ski resort located in this particular area. Preceding it was the Snow Park Ski Area, which opened in 1947 and operated until 1965. Snow Park was founded by two Park City locals, Bob Burns and Otto Carpenter.

Many of the materials used in building Snow Park came out of the local mines, and the lift towers were made of aspen wood. The Burns and Carpenter lifts at the base of Bald Eagle Mountain are named after the ski area's original owners. Deer Valley Resort, as envisioned by the Sterns, would provide a service-oriented skiing experience, stately accommodations and sumptuous dining; a resort that would provide guests with a level of comfort and quality rarely found at other ski resorts of the time. They wanted to build a destination ski resort that would operate with the services, conveniences, and amenities of a first-class hotel.

In our 40-year history, Deer Valley has invested in the Park City community, including, but not limited to, funding a trust for Mountainlands Community Housing, contributed land and financing

to start the Peace House, and annually supporting numerous local non-profits through cash grants and in-kind donations

On August 21, 2017, it was announced that Deer Valley entered into a definitive agreement to be acquired by the newly formed entity controlled by affiliates of KSL Capital Partners, LLC and Henry Crown and Company that in July joined Intrawest Resorts Holdings, Inc., Mammoth Resorts and Squaw Valley Ski Holdings, now known as Alterra Mountain Company. Financial terms of the transaction were not disclosed. The sale successfully closed on October 10, 2017.

Land Use Decision History

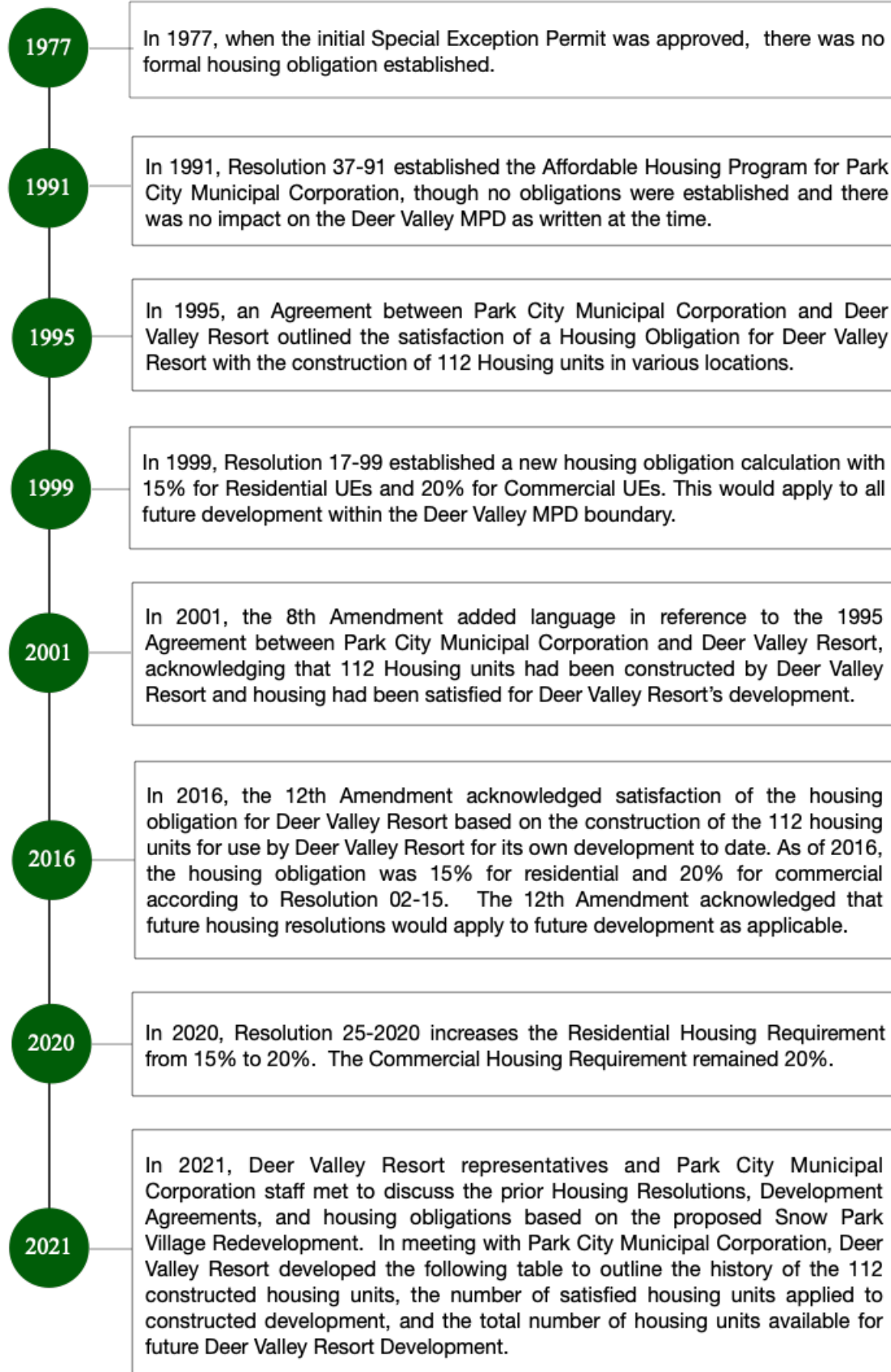
In 1978, the City approved a Special Exception Permit for the construction of a 1,597 acre planned unit development in the “Deer Valley areas, American Flag Community, Lake Flat Community and the Bald Eagle Community.” The acreage calculation did not include “[A]ll the area to be skied.” The project was approved as a six (6) phase development to be completed over 15 years. At the time of approval, the development was split between two (2) jurisdictions with approximately two-thirds of the development in Park City Corporate limits and the southernmost one-third in unincorporated Summit County. The Planning Commission recommended annexing the southernmost one-third of the development which ultimately was annexed later in 1978.

Since 1978, the Special Exception Permit, now known as the Deer Valley Resort Large Scale Master Planned Development Permit (referred to herein as the “Deer Valley Resort MPD”), has been amended and restated 12 times for a variety of reasons. Currently, the City is processing a 13th Amendment with the intention of adding more specificity for the requirements for Snow Park Village which is located within the Snow Park Community.

Affordable Housing History

Deer Valley Resort has been a community partner in the housing conversation since the 1970s. In addition to funding a trust for Mountainlands Community Housing and contributing land and financing to start the Peace House, Deer Valley Resort has recognized the importance of housing for its employees by providing housing and transportation opportunities throughout the Wasatch Back. While not all of Deer Valley Resort’s housing and transportation efforts are acknowledged in the official Development Agreement amendments, it is important to recognize the continued efforts and leadership that Deer Valley Resort has shown in providing housing and transportation opportunities for its employees over the past 40 years.

The following timeline outlines pertinent housing related information that has been derived from the adopted Development Agreements and Housing Resolutions since the 1970s:



Deer Valley Resort Housing Credit Established by the 1995 Agreement Between Park City Municipal Corporation and Deer Valley Resort

Total Housing Credit Established by the Housing Units Obligated and Constructed Pursuant to the 1995 Agreement (5%)

112.0	Housing Obligation Satisfied Pursuant to 1995 Agreement
--------------	---

Housing Credit Consumed by Constructed Development During Entitlement Periods (broken up by Housing Resolution)

Entitlement Period	Total Permitted Market Rate Density Units	Total Housing Credit Consumed (5%)
1977-1995	1401.95	70.10
1996 - 1999	211.25	10.56
2000 - 2021	287.67	14.38
Total to Date:	1900.87	95.04

Total Remaining Market Rate Density Units and Housing Credit

Market Rate Density Units		Housing Credit	
2110.62	Total Permitted Density Units	112	Total Housing Credit Constructed
- 1900.87	Total Constructed Density Units	- 95.04	Total Housing Credit Consumed
209.75	Total Density Units Remaining	17.0 (16.96)	Total Housing Credit Remaining

In summary, the 1995 agreements and supplemental Development Agreement amendments established a credit or pool of 112 housing units that was applied to the market rate development from 1977 to 2021. This credit equates to approximately 5% of the total entitled market rate density units. In total, 95.04 housing units of the 112 housing units have been allocated to the development within the Deer Valley MPD boundary since 1977. As confirmed by the 12th Amendment, Deer Valley Resort has a remaining credit to be applied to future development. After deducting for prior development, the remaining credit equals a total of 17 housing units that can be applied to future development. Deer Valley Resort has not developed nor expanded its facilities since 1995; therefore, the remaining credit (17 housing units) of the original 112 housing units can be applied to the Snow Park Village Redevelopment housing obligation.

The Snow Park Village Redevelopment is subject to Resolution 25-2020 and the 17 housing unit credit will be applied to the housing obligation calculation.

Proposed Snow Park Village Redevelopment Affordable Housing Obligation

The proposed Snow Park Village Redevelopment includes three (3) phases. For the purposes of calculating the affordable housing obligation, Deer Valley Resort is presenting the entitled density for all three (3) phases. While a third-party developer will be constructing Phases 2 and 3, Deer Valley Resort intends to provide the affordable housing for the development; therefore, the affordable housing obligation is being assessed at this time and will be confirmed in the 13th Amendment to the development agreement.

The Snow Park Village Redevelopment project Density has been allocated based on the anticipated Use mix for Phase 2 and 3, though the details of these future phases have not been finalized. Final plans for Phases 2 and 3 will be submitted at a future date to the Park City Planning Department for formal land use application review and process. Deer Valley Resort acknowledges that any changes to this information for the purposes of calculating affordable housing obligations would require review by the Housing Authority at the time of future land use application submission. There is no affordable housing obligation generated by the development related to Phase 1.

The affordable housing obligation for the Commercial Unit Equivalents is determined by Use based on Resolution 25-2020 Table 1: *Employee Generation by Use*; however, because plans for Phases 2 and 3 of the Snow Park Village redevelopment have not been finalized, Deer Valley Resort has applied a rate of 3.7 employees per 1,000 square feet of net leasable area. The 3.7 employee multiplier equates to a blended rate of all types of Uses outlined in Table 1 of Resolution 25-2020.

Deer Valley Resort has prepared the following matrix which identifies the anticipated project density and Use mix square footages (gross and net) for Phases 2 and 3, Resolution 25-2020 housing obligation (either by Unit Equivalent or employee generation), remaining 1995 housing credit allocation, and total affordable housing obligation.

Proposed Snow Park Village Redevelopment Affordable Housing Obligation Matrix

South Parcel (Phase 2)

Use	Total GSF	Total NSF	UE's/Units	AUE's 20%	Comments
Total Commercial	25,866	21,068		10.4	3.7 employees per 1000 net square feet
Total Support Commercial	30,640	32,030		15.8	3.7 employees per 1000 net square feet
Total Resort Accessory	5,451	4,489			Not applicable*
Total Residential Accessory	9,250	7,400			Not applicable*
Total Residential	141,081	123,232	61.6 UEs	12.3	20% of Unit Equivalents (UE)
Total Hotel	125,666	96,770	193 units	11.6	0.06 employees per hotel room (unit)
Total Event	30,879	28,736		14.2	3.7 employees per 1000 net square feet
Total Transit Center	3,488	2,790			Not applicable*
Subtotals	372,321	316,515	61.6 UEs + 193 units	64.3	

North Parcel (Phase 3)

Use	Total GSF	Total NSF	UE's/Units	AUE's 20%	Comments
Total Residential Accessory	10,000	8,000			Not applicable*
Total Residential	177,534	142,027	71.0 UEs	14.2	20% of Unit Equivalents (UE)
Subtotals	187,534	150,027	71.0	14.2	

Total

South + North Parcel	78.5 Affordable Unit Equivalents (AUEs)				
Remaining Housing Unit Credit	- 17.0 Affordable Unit Equivalents (AUEs)				
Total Housing Obligation	61.5 Affordable Unit Equivalents (AUEs)				

*Not applicable, see Resolution 25-2020, Section 5.