PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH,
DECEMBER 5, 2013

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, December 5, 2013.

Closed Session

12:00pm	Property, Personnel and Litigation	
2:10pm	Break	

Study Session

2:20 pm	National Citizen Survey results	PG 7
3:35 pm	Break	

Work Session

3:40 pm	Council questions and comments and Manager's Report	PG 93
3:50 pm	Economic Development Task Force Update	PG 118
4:20 pm	General Plan Discussion -Neighborhoods, Introduction and Policy Issues	PG 151
5:50 pm	Break	

Regular Meeting
6:00 pm

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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

IV. Minutes from Meeting on November 21, 2013

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

1. Council authorize the following annual insurance premiums to fund the City's insurance placements for calendar year 2014 PG 245

VI. NEW BUSINESS

1. Consideration to authorize the City Manager to execute a contract, in a form approved by the City Attorney, with Water Smart Software for a Water Use customer portal, mailed or emailed customer user report, and Utility dashboard PG 250

2. Consideration of a request for an amendment to the approved Phasing Plan (for construction and parking) for the Park City Film Studio (aka Quinn's Junction Partnership (QJP) Annexation). PG 259

   a) Public Input

3. Consideration of General Plan Sections on Neighborhoods, Introduction and Policy Issues PG 151

   a) Public Input

VII. ADJOURNMENT

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

Posted: 12/02/2013
See: www.parkcity.org

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah may attend the Ironhorse Seasonal Employee Housing Ribbon Cutting on Friday December 6, 2013 at 9:00 a.m. located at 1053 Ironhorse Drive, Park City Utah.

PARK CITY COUNCIL MEETING **DRAFT**
SUMMIT COUNTY, UTAH,
DECEMBER 12, 2013

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, December 12, 2013.

Closed Session
pm to discuss Property, Personnel and Litigation

Study Session
pm Public Works Update- 30 mins
Work Session
pm Council questions and comments and Manager's Report
pm Quarterly Goals
pm General Plan
pm Break

Regular Meeting
6:00 pm

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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

IV. Minutes from Meeting on December 5, 2013

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

1. Consideration of Deer Valley Phase II

2. Consideration of authorizing the City Manager to enter into a Professional Services Agreement in the amount of $80,000 with Legislative Executive Consulting LLC

3. Consideration of authorizing the City manager to enter into a Professional Services Agreement in the amount of $165,950 with MGB&A for the 2014 Main Street Improvement Project

VI. NEW BUSINESS

1. Consideration of Acceptance of the 2013 Audit

2. Consideration of an Ordinance amending Courchevel Condominiums at Deer Valley Fifth Amended 2700 Deer Valley Drive- Amendment to Record of Survey
   a) Public Hearing
   b) Action

3. Consideration of Approval for the Vacation of a section of the Woodside Avenue ROW
   a) Public Hearing
   b) Action

4. Consideration of the Adoption of the General Plan
   a) Public Hearing
   b) Action

5. Consideration of EV Charging presentation

6. Consideration of Authorization to execute the Stipulated Compliance Order between Park City and Utah Division of Water Quality

7. Consideration of Special Services Extraordinary Request

8. Consideration of Risner Ridge

VII. ADJOURNMENT

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

Posted: 12/09/2013
See: www.parkcity.org

TENTATIVE MASTER CALENDAR

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

6 Ironhorse Transit Housing Ribbon Cutting-9:00 AM @ 1053 Ironhorse Drive

12 Acceptance of the audit – Lori C.
General Plan Public Hearing, Action- Vote to adopt- Thomas
Risner Ridge- Heinrich
EV Charging Presentation – Matt A 20 min, new
Authorization to execute the Stipulated Compliance Order between Park City and Utah Division of Water Quality- Clint
Special Services Extraordinary Request- Nate
Public hearing and approval for the vacation of a section of the Woodside Avenue ROW- Matt C.
PW Update- Study Session- Blake 30 min
Legislative Executive Consulting LLC- David Stewart $80,000 consent
Courchevel Condominiums at Deer Valley Fifth Amended 2700 Deer Valley Drive- Amendment to Record of Survey- Public Hearing
Deer Valley Phase 2- consent Matt C
Award of Professional Services Agree. to MGB&A $165,950.00 Main Street 2014 Improvement project – Matt T., consent
Building Code amendment to pre-inspections NB-Sherry

19 General Plan overflow (if needed)
Swearing in of Officer Chelsea McIntyre & Introduction of Victim Advocate Coordinator, Malena Stevens
Sundance Liquor consent- Shelley
Consideration of Vacation Rental Compliance Software- Jason
Farm Animals – code amendments – Work - Deb
Housing Authority Meeting – Approval of Housing Plan for Richards Annexation - Rhoda

26 **No Meeting**

January
2 **No Meeting**
9 Swearing in Mayor / Council Members and Reception following meeting
16 **No Meeting – Sundance**
23
30-31 Visioning Retreat

February
6 Friends of the Farm- study session 45 min Denise
13
20- **No Meeting**
27

March
6

13- **No Meeting- Last Day of Legislative Session**
20
27

April
3
10- **No Meeting- ULCT Spring Conference**
17
24

Pending Items:
Special Event overhaul
Water leak adjustment policy – work
Latino Community outreach and engagement – study
Rocky Mountain Power expansion
Amendment to the housing resolution – for regular council – RS
Consideration of an Ordinance approving the McHenry Subdivision Replat Amendment located at 496 McHenry Avenue, Park City Survey, Park City, Utah
Property Management contract for Transit Residential Building - Brooks R
Ordinance 2519 Lucky John Drive – Plat Amendment PL-13-01980- KW
Gamble Oak Easements, new, Heinrich
115 Sampson Avenue-Anya
Contract for Iron Horse housing fixtures and furniture- Brooks Robinson (nb)
Blue Ribbon Commission Recommendations to Council – Matt D.
Consideration of an Ordinance Amending Title 4, Licensing, Chapter 2
Section 8 Regarding Inspections and Creating a Process for Inspections Prior to Business License Application- Public Hearing-Sherry Snyder

- Housing Authority Meeting
Housing Mitigation Plan for 1555 Lower Iron Horse Loop Road MPD in Bonanza Park – Rhoda/ Phyllis

City Council Staff Report

Subject: National Citizens Survey
Author: Phyllis McDonough Robinson
Department: Sustainability
Date: December 5, 2013
Type of Item: Study Session

Summary Recommendations:
Staff recommends that the Council discuss the findings and provide input on the 2013 Community Satisfaction. Staff will incorporate these findings into the upcoming Budgeting for Outcomes process for FY14 – FY15.

Topic/Description:
Community Satisfaction Survey

Background:
Park City has conducted numerous surveys to gauge community satisfaction on a broad array of topics. In July 2011 the city participated in the National Citizen Survey to measure citizen satisfaction with publicly provided services, as well as to measure overall quality of life issues. The National Citizen Survey is a collaborative effort between the International City/County Management Association (ICMA) and the National Research Center. Our participation provides us with local data as well as benchmark data against the more than 500 other communities across the nation that also participates in the National Citizen Survey. As a member of the Community Performance Measurement program of ICMA, the data gathered through the NCS uploads directly into the performance measurement reports and data bases, also. The survey was conducted by the National Research Center, a research team specializing in performance measurement and evaluation. The purpose of the survey is to rate both the quality and level of satisfaction with a broad range of municipal and other government services, as well as to measure overall quality of life, community engagement and civic participation.

The July 2011 survey established a baseline for community satisfaction. At that time Council requested that the survey be conducted biennially. In spring 2013 we participated in the National Citizen Survey. Between June and July 2011, 1,200 randomly selected households were asked to participate in the National Citizen Survey.

Analysis:
The NCS is a report about the livability on Park City based on the opinions of a representative sample of residents about quality of life, service delivery, community participation and unique issues of local interest. The 2013 survey included questions related to internet access in Park City. The NCS is a statistically valid survey of resident opinions about community and services provided by local government. The survey and its administration are standardized to assure high quality survey methods and

comparable results across jurisdictions. The survey was customized this year to include questions on broadband in the community. Participating households are selected at random. Multiple mailings including self-addressed and postage paid return envelopes are conducted to encourage participation. Results are statistically weighted to reflect the proper demographic composition of the entire community. Our response rate for the survey was 28 percent which similar to the 2011 participation level. The margin of error is no greater than plus or minus six percentage points. Average response rates for a mailed resident survey range from 25 percent to 40 percent.

The survey included a series of questions to gauge community characteristics and local government services, as well as issues of public trust. Resident behaviors related to civic, engagement in the community also were measured in the survey. The survey questions measured community strengths and weaknesses, as well as service strengths and weaknesses.

The National Citizen Survey evaluates three key areas: Community Quality, Governance, Engagement and Participation. These areas each contain many subareas that when viewed together form an overall picture of Community Livability. Below are some of the high level findings from the survey as compared to 2011. The information provided by this NCS is quite robust. Damema Mann, Senior Project Manager for the National Citizen Survey will be attending the Council Study Session to report the findings in greater detail, including comparisons to 2011 and how we benchmark against other communities including other resort communities. We will also discuss how to apply the findings to enhance or maintain each of the four key areas.

Community Quality: Park City is a great place to live. Ratings for open space, preservation of the natural environment, the appearance of the community and its air quality were almost unanimously positive and when compared to other places, residents of Park City overwhelming thought highly of their neighborhoods and the community as a place to live, raise children and retire. Most aspects of community quality remained stable between 2011 and 2013. The overall economic health in Park City was given positive ratings from four in five residents. Shopping opportunities received strong ratings even higher in 2013 than in 2011. Resident ratings of Park City's culture, arts and music activities have improved since 2011.

Park and recreation opportunities and resident engagement are engines of quality in Park City. For almost every aspect of the community's Recreation and Wellness –, nine in 10 residents gave "excellent" or "good ratings".

Governance: Overall, city services were appreciated by more than four in five residents. Other broad government performance areas, like the direction of the city, value for taxes paid, customer service by City Employees and overall service quality, were similar to the view of residents across the country and appreciated by at least 2 in three residents. A particularly strong rating was given to welcoming citizen involvement. Public library and public information service ratings remained strong. Alternate modes of transportation anchored the strong ratings in the built environment while affordable housing lagged. Decreases were seen in animal control and recycling services. Similar to 2011, affordable housing and the variety of housing options were not seen positively by a majority of Park City residents. Ratings of city services and infrastructure were strong. Traffic enforcement, street repair and street lighting saw increases in their ratings. Ratings for ease of travel by bicycle and waking, and ratings for walking paths were better in Park City than in other places. Ease of travel by bicycle and ease of travel by car experienced declines in their ratings. This is not unexpected given the major road construction projects over the summer when this survey was conducted. Strong ratings on crime prevention, police, fire, and emergency services held steady while traffic enforcement ratings improved since 2011.

Engagement and Participation. Park City's residents described the city's sense of community more positively than did residents of other communities. Overall, levels of engagement and participation in various activities in Park City in 2013 were similar to or lower in 2013. Fewer respondents reported having contacted Park City Municipal employees, volunteering, participating in a club or watching a public meeting in 2013 than in 2011. While there was a decline between 2011 and 2013, the overall rating remains higher than in other communities across the country. Large numbers or residents reported attending city-sponsored events. The survey included over 30 activities and behavior in which respondents indicated how often they participated or performed each, if at all. Park City residents give high ratings to their own health and activity levels and they used recreation centers more often than did residents in other locales. Residents carpool and use other alternative modes of transportation. Residents reported recycling, conserving water and improving their dwellings with energy efficiency upgrades. It is important to note that County-delivered recycling services were overhauled this year about the same time as the NCS was being conducted.

Department Review: Executive and Legal Departments have reviewed this report.

Recommendation:
Staff recommends that the Council discuss the findings and provide input on the 2013 Community Satisfaction. Staff will incorporate these findings into the upcoming Budgeting for Outcomes process for FY14 – FY15.

Attachments:
A: Park City NCS Report
B Park City 2013 Trends Over Time
C: Technical Appendices

To: **Honorable Mayor/Members of City Council**

From: **City Manager's Office**

MANAGER'S REPORT – December 5 , 2013

City Managers Report

From: Chad Root, Chief Building Official/Fire Code Official

This Manager's Report has been compiled at the request of City Council, in response to public input received from the Bodell family on November 14, 2013. This report provides a summary, from City staff's perspective, of the history that led to the approval of a retaining wall and fence to be placed on the Carter/Crawford property at 812 Norfolk.

An offer was made via email to Wysteria Bodell to include in this report a letter or other documentation provided by the Bodells. That material is provided at the end of this report, after the photos and approved building plans.

812 Norfolk is adjacent to 817 Woodside. 812 Norfolk is owned by the Sutherland/Crawford families and 817 Woodside is owned by the Bodell family. The Sutherland/Crawford property sits uphill from the Bodell property; the shared property line is in the backyard of both properties.

812 Norfolk Avenue (Sutherland/Crawford property)

817 Woodside Avenue (Bodell property)

Summary

- The railroad tie wall that sits on the Bodell's property at 817 Woodside existed for a number of years;
- The Bodells and Sutherlands/Crawfords agreed at some point that the Sutherlands/Crawfords could add some railroad ties to the top of the existing railroad tie wall;
- Sometime thereafter, the Sutherlands/Crawfords added a fence to the top of the railroad tie wall. The Bodells painted their side of the fence sometime after the fence was installed;
- In August of 2012 Building staff determined the railroad tie wall did not meet Municipal Code as a retaining wall and there were drainage issues. Building staff asked the 812 Norfolk and the 817 Woodside owners to work it out, as it was a civil matter;
- By May of 2013 the neighbors had not come to an agreement on how to solve the retaining wall and drainage issues. Building Department issued to both 817 Woodside and 812 Norfolk a Notice and Order to rectify the situation;
- In August of 2013 Planning and Building approved a "stepped" retaining wall to be built (see attached "Original Design"). This design depended on the Bodells' railroad tie wall being reengineered and rebuilt a retaining wall;
- In September of 2013 the Bodells, with a permit, removed some of the railroad ties and the dead man ties (see photo below). The wall was not reengineered and rebuilt; and
- In November of 2013 Planning and Building approved a new design where a concrete retaining wall will be built completely on the 812 Norfolk property, including appropriate drainage, with a wood fence placed on top of the wall. The retaining wall, drainage and wood fence both comply with municipal code.

Detailed Narrative

The current situation came to the attention of City staff first in August of 2012 because the Bodells painted the Sutherland/Crawfords' fence blue on the Bodell's side of the fence. The blue paint came through the cracks in the Sutherland/Crawfords' side of the fence.

At a February 28, 2012 site visit, the Bodell's asked Building Code Enforcement staff to look at whether (1) the fence, (2) water seeping through the retaining wall, (3) the deck, and (4) the hot tub at 812 Norfolk were in violation of the Land Management Code. The Bodells showed Building Code Enforcement staff the damage to the retaining wall that they thought the Sutherlands/Crawfords caused by drainage issues and stacking dirt next to the wall.

The next day, February 29, 2013, Chief Building Official Chad Root made his first site to 817 Woodside, responding to a complaint from the Bodell family about the fence and water drainage issues on the rail road tie wall. (Rail road ties are not an approved method for retaining walls.)

The Chief Building Official told the Bodells that the retaining wall was starting to fail and the Building Department would be issuing both the Bodells and the Sutherlands/Crawfords a Notice and Order to repair the retaining wall, since the Building Department could not determine on which property the wall and fence were located because the property pins were not clearly defined. (Much later, Building staff was able to determine the railroad tie wall was on the Bodell's property.) The Notice and Order was sent out to both property owners to repair the failing retaining wall on May 8, 2013. The Sutherlands/Crawfords keep in contact with Community Services and were correcting all of their violations to the L.M.C.

Throughout the early summer, PCMC Building and Planning staff met with both sets of neighbors. The neighbors made a verbal agreement on a stepped design wall that would allow more light into the Bodells' backyard. This design depended on the Bodells rebuilding their railroad tie wall to meet the structural specifications of a retaining wall.

In August 2013 Sutherlands/Crawfords received approval for a stepped design retaining wall. This terraced landscape wall system designed with the understanding that the Bodell's would lower their retaining wall (which would require it to be engineered) based on an agreement made at joint meetings both parties had with City staff. On August 26, 2013 the Sutherlands/Crawfords pulled a permit to build the approved retaining wall.

On September 23, 2013, the Bodells pulled a demolition permit to lower the retaining wall and cut the dead man ties. The Bodells did not have their retaining wall engineered and the Sutherlands/Crawfords could not build terraced wall unless the railroad tie wall was engineered, due to the fact the retaining wall was needed to hold the terraced system along with the deck footings.

On November 8, 2013, the Planning Director, Senior Code Enforcement Officer, and Historic Preservation Planner conducted a site visit to investigate the claim by the Bodells that the Sutherlands/Crawfords had brought in fill for their backyard. While the Planning Director noted that fill had been brought onto the site, it appeared that it did not exceed the amount allowable by Municipal Code (4 feet).

On November 13, 2013, the Sutherlands/Crawfords received approval for a newly designed retaining wall, drainage system and fence, built entirely on their own property, in order to meet the requirements of the City. The Sutherlands'/Crawfords' engineered retaining wall was approved by the Building Department and Planning Department along with a fence on the top of the retaining wall. The fence and retaining wall met the standards of the Land Management Code section 15-4-2. With this design, the drainage from the Carter's/Crawford's site will drain to the bottom of the wall which is below the Bodells' old retaining wall and will take care of most drainage issues coming out onto the old railroad tie retaining wall. Do to the Sutherlands'/Crawfords' new retaining wall, the Bodells' retaining wall will not be required any more since it is not holding back any soil. Please see the attached set of plans.

Prevalence of this type of issue

City Council asked if this type of problem was a frequently encountered by the Building Department: Many of these common retaining walls exist throughout the City, predominantly in Old Town. However, the Building Department encounters problems infrequently, as most neighbors are able to develop a mutually agreeable resolution that is fair to both parties.

With regard to the question about fill being brought in: Many of the uphill properties have added soil to flatten out the back yards and the down hill sides remove dirt to level out their back yards, as was done in this case. Land Management Code (LMC) 15-2.2.-5 states that the final grade must be within four vertical feet (4') of existing grade around the periphery of the structure. It does not appear that the existing grade has been altered beyond this.

The complaint from the Bodells is about being in a hole due to the height of the retaining wall and fence. They believe this situation would be improved if their neighbors would have lowered the retaining wall and had it engineered so that it was a terraced system. While this was the original proposal, it was reviewed for structural integrity and the new proposal does not step back. This meets the Building Code and LMC requirements.

Timeline for 812 Norfolk/817 Woodside

9.25.2002 Planning Department approved 15 ft. x 12 ft. deck (3 ft from side property line and 2 ft. from rear property line)

Per LMC 15-2.1-3(G)(10) Patios, decks, pathways, steps or similar Structures not more than thirty inches (30") above Final Grade, located at least one foot (1') from Rear Lot Line.

8.7.2003 Park City Compliance Inspection Report

Report found that the deck did have a permit to be constructed

11.2.2005 Building Department issued electrical permit for hot tub

6.3.2010 Park City Compliance Inspection Report

- Built retaining wall and fence without permit
- Need structural design for retaining wall
- Railroad ties violate City Ordinance

- ACE fines pending

6.6.2010 Pre-Application Meeting with Casey Crawford

- Railroad tie retaining wall built to existing grade, deck, and plywood fence were noted to be existing.
- Applicant requested to remove mature trees due to destructive roots and damage they caused fence; remove trees, replace rotted railroad ties, and replace plywood fence with 1x4 cedar slats

6.17.2010 Planning Director issued HDDR Waiver for removing box elder tree, repairing rotted retaining wall, and repairing fence (all work to be in rear yard) *(Note to City Council: staff had thought this work had been done without a permit, however, a permit had been issued for removal)*

Per LMC 15-2.2-10. VEGETATION PROTECTION*. The Property Owner must protect Significant Vegetation during any Development activity. Significant Vegetation includes large trees six inches (6") in diameter or greater measured four and one-half feet (4.5') above the ground, groves of smaller trees, or clumps of oak and maple covering an Area fifty square feet (50 sq. ft.) or more measured at the drip line. Development plans must show all Significant Vegetation within* *twenty feet (20') of a proposed Development. The Property Owner must demonstrate the health and viability of all large trees through a certified arborist. The Planning Director shall determine the Limits of Disturbance and may require mitigation for loss of Significant Vegetation consistent with Landscape Criteria in LMC Chapter 15-3-3 and Title 14.*

2.28.13 **The Chief Building Inspector, a members of Building Inspection staff and a member of the Code Compliance staff visited the site again:** Another site visit to 817 Woodside is made in response to a complaint from the Bodell family. It was determined the Chief Building Official that the retaining wall was failing. The Chief Building Official indicated that a Notice and Order would be issued to both property owners to repair the retaining wall if they could not resolve the issue on their own. Code Compliance staff kept in contact hoping the neighbors could resolve the situation. No resolution was forthcoming by late April; the Chief Building official authorized Code Compliance staff to write the Notice and Order in May 2013.

5.08.13 **Notice and Order Issued to both 817 Woodside and 812 Norfolk.**

5.15.13 **Bodell family met with legal staff and the Chief Building Official. At this meeting the Bodell family agreed to meet with the Carter/Crawfords at the City Building Department.**

5.23.13 **First group meeting held with the Carter/Crawfords, the Bodells along with City Staff.**

5.30.13 **Second Meeting with Carter/Crawfords, Bodells and staff.**

7.17.2013 **Wysteria Bodell meets with Deputy Chief Building Official and the Historic Planner during Design Review Team (DRT) meeting.**

7.19.2013 **Planning Director HDDR waiver allows:**

- In order to correct the defect caused by the neighbor's fence and deck, the rail road retaining wall along the west (rear) property line at 817 Woodside Avenue will be restored.
- The length of the wall will measure approximately thirty-six feet (36') and consist of four (4) complete lengths of retaining ties measuring roughly eight feet (8') and one (1) four foot (4') length as currently exists.
- The railroad ties will be vertically stacked. Each row will be offset by one-half inch (1/2") from the row below it. The total height of the wall will be six (6) railroad ties, equaling approximately three feet six inches (3'6").
- The railroad ties will be secured with eleven (11)—seven foot six inch (7'6") lengths of one-half inch (1/2") rebar. These rebar supports will be

driven four feet (4’) into the ground, below the grade of the railroad ties. The rebar will be within the property lines of 817 Woodside.

7.25.2013 **The Deputy Chief Building Official and the Historic Planner met with Bodell family to discuss shared wall with 812 Norfolk Avenue**

8.22.2013 **The City Manager, Assistant City Attorney and Chief Building Official meet with Bodell family at their request**

8.26.2013 **Planning Director HDDR Waiver:**

- The railroad ties that had been added to the top of the retaining wall following the verbal agreement between the Bodells and Carter/Crawfords will be removed.
- The soil infill above the railroad tie retaining wall will be removed. To address the change in grade, the applicants (Sutherland/Crawfords) will create stacked stone retaining walls approximately fourteen inches (14”) in height stepping down to the top of the railroad tie retaining wall. This wall will be constructed along the entire length of the property line.
- Drainage will be completed to the satisfaction of the Building Department.
- A new six foot (6’) wood fence will be installed along the entire length of the rear property line, within the property lines of 812 Norfolk Avenue. The new fence will mimic the appearance of the existing fence with horizontal rails attached to wood posts. The top of the fence will not exceed six feet (6’).
- New construction activity should not physically damage nearby Historic Sites.

10.11.2013 **Planning Director approval**

- The railroad ties added to the retaining wall will be removed, following the verbal agreement with the property owners at 817 Woodside.
- A new board-form concrete retaining wall will be constructed within the property boundaries of the 812 Norfolk Avenue property. The concrete wall will stand approximately two feet (2’) to three feet (3’) above the 817 Woodside Avenue railroad tie retaining wall.
- Drainage will be completed to the satisfaction of the Building Department.
- A new six foot (6’) wood fence will be installed along the entire length of the rear property line, within the property boundaries of 812 Norfolk Avenue. The new fence will mimic the appearance of the existing fence

with horizontal rails attached to wood posts. The height of the fence will not exceed six feet (6').

11.6.2013 The City Manager, Planning Director, Senior Code Enforcement Officer and Historic Planner meet with Wysteria Bodell.

11.8.2013 The Planning Director, Senior Code Enforcement Officer and Historic Planner make site visits to both 812 Norfolk Avenue and 817 Woodside Avenue to meet with the Carter/Crawfords and Bodells.

Planning Director determines that the natural grade of 812 Norfolk has not been modified by more than the four feet (4') which is allowed per the municipal code (LMC 15-2.2-5).

11.11.2013 Planning Director, Senior Code Enforcement Officer and Historic Planner call Carter/Crawfords to discuss possibility of reconsidering building a terraced wall to relieve "wall effect" for the Bodells.

11.12.2013 The City Manager, Planning Director, Senior Code Enforcement Officer and Historic Planner meet with Sutherland/Crawfords.

Sutherlands/Crawfords indicate they want to build the new retaining wall with the fence and approved drainage that is 100% on their property and does not depend on the Bodell's railroad tie wall to maintain its structural integrity.

Note: *That there were many other meetings and hours spent that were not documented with both parties and City staff.*

817 Woodside rear Landscape wall and Fence

ISSUE

1. 2010 -2013 City allowed non-conforming & non-permitted property improvements. It is not the legal responsibility of the adjacent property owners to prevent or support the soil or runoff of the adjoining property or the owner from trespassing onto or damaging their neighbors property. It is the city's responsibility to enforce all LMC codes and ordinances.

TIMELINE

2. 2010 Property Owners of 812 Norfolk told Property Owners of 817 Woodside they had permits from PCMC building department to remove the existing fence and alter height of the existing landscape wall. (This statement proved to be untrue.) The preexisting fence was installed by the Owners of 817 Woodside. This solid plywood fence had cutouts installed to allow for the mature trees and their branches to continue to grow undisturbed. Owners of 817 Woodside had commissioned local artist Paul Jakubowski to paint a creative and beautiful mural on the solid fence.
   The Owners of 812 Norfolk removed the existing fence, added railroad ties to the existing landscape wall and both side yards, built a deck, inserted a hot tub, constructed a fence around the north, east, and south side of their backyard, and brought in back fill to alter natural grade on the north, east, and south side of the yard. 812 Norfolk Owners cut down the mature trees without permission and neither replaced the trees nor installed drainage as required by PCMC code. The railroad tie wall and newly constructed fence were on the property of 817 Woddside Avenue.

   September 1, 2012, local artist, Peg Bodell, began to create a mural on the east side of the fence, facing 817 Woodside backyard. Ms. Bodell had taken great thought and preparation in the new mural she was creating to replace the inspiring mural of Mr. Jakubowski's demolished by the Owners of 812 Norfolk.

   September 7, 2012, Owners of 817 Woodside received a letter from the Owners of 812 Norfolk demanding the sanding and restaining of fence on the east side. The side facing away from 812 Norfolk and towards 817 Woodside Avenue. Again, the fence is on the property of 817 Woodside.

   September 11, 2012, 817 Woodside Owners responded to letter of September 7, 2012.

   September 27, 2012, Wysteria Bodell on behalf of the 817 Woodside property owners, contacted PCMC building department for clarification regarding the fence painting issue. Scheduled site meeting with Kurt Simister for October 4, 2012.

   October 4, 2012 PCMR (Kurt Simister) inspected 817 Woodside. Mr. Simister observed fence and property cornersand confirmed Peg Bodell was within her right to paint her side of the fence. Mr. Simister then noticed the current state of the “retaining wall” as bowing along with several code violations by the Owners of 812 Norfolk. Mr. Simister brought several of these violations to the attention of the Owners of 817 Woodside including, setback violations of both the deck and hot tub located at 812 Norfolk. The additional weight of these structures along with the weight of the back fill, new fence and bench (both attached directly to the altered railroad tie wall) had direct baring on the wall failing. In addition Mr. Simister pointed out the absence of a drainage system and the fact that the addition of railroad ties to create a “retaining” wall had not been approved by the PCMC building department because the PCMC no longer allowed railroad ties as a legal building material for retaining walls. Mr. Simister explained that plans for retaining walls must be submitted to the building department for approval and must be stamped by a licensed engineer. The Owners of 812 Norfolk failed to comply to PCMC regulations.

October 8, 2012, Ms. Wysteria Bodell held a conference call with Mr. Jacob Allen responding to 812 Norfolk Owners concerns and discussing code violations brought to her attention by PCMC site inspection by Kurt Simister. Ms. Bodell informed Mr. Allen that Ms. Peg Bodell was well within her legal right to paint a mural on her side of the fence. Wysteria Bodell then informed Mr. Allen that the “retaining” wall, altered illegally by the Owners of 812 Norfolk, without the permission of PCMC or the Owners of 817 Woodside, was failing.

October 9, 2012 Wysteria called Debbie Wilde. Debbie Wilde stated she would post code violations to 812 Norfolk after the Owners of 817 Woodside submitted letter of facts and finding from licensed Engineer.

November 5, 2012, 817 Woodside site tour with licensed engineer.

November 20, 2012, Verification Letter by Licensed Engineer dated November 15, 2012, provided to PCMC. Letter stated property alterations caused damages to 817 Woodside “retaining” wall. Provided to PCMR building Dept. as requested by PCMR Building Dept. on October 9, 2012. After receiving the Engineers verification, Debbie Wilde stated that she would contact Owners of 817 Woodside as soon as she delivered the letter of Building Code violations to 812 Norfolk.

November 30, 2012, Sent email to Mr. Allen notifying him of engineer letter being provided to PCMC at the request of the PCMC building department.

November 20, November 21, November 26, December 27, Wysteria Bodell tried to make contact with Debbie Wilde via phone for an update, no response from Ms. Wilde.

January 31, 2013, after not hearing from Ms. Wilde since November 20, 2012, Wysteria Bodell, sent email to Debbie Wilde inquiring as to her progress and if she delivered the letter of code violations as she promised to the owners 812 Norfolk.

February 6, Debbie Wilde, responded that she had received the email and ignoring the progress question and “Did you deliver the letter as promised”, she reverted to a trespass issue of the pre-existing deadman ties (those in the original retaining wall) and asked if we had met with the neighbors, she “couldn’t remember”.

February 15, 2012, Wysteria Bodell looked into PCMC concerns over the preexisting deadman ties creating a possible trespass onto the property of 812 Norfolk and found the deadman ties did not create a trespass issue as they were part of the existing structure when the Owners of 812 Norfolk purchased the property. As per the Title Report signed by the Owners of 812 Norfolk they purchased the property "with knowledge" and the existing deadman ties did not create a trespass. Wysteria Bodell contacted Ms. Wilde providing her with name of the title company used by the Owners of 812 Norfolk and again urged her to move forward with noticing the Owners of 812 Norfolk of the code violations and damage to retaining wall so the repairs could take place.

February 28, 2013 site tour with Chad Root, Kurt Simister, Gabe Jaramillo, and Debbie Wilde. Chad Root stated that he could see the wall was failing. Chad stated that both properties would be sited with Notice & Order and placed Debbie Wilde in charge of serving code violations letter and Notice & Order . Mr. Root acknowledged the code violations previously pointed out by Mr. Simister. City staff proceeded to conduct a site tour of 812 Norfolk.

April 11, 2013, Wysteria Bodell left a voice mail message for Debbie Wilde requesting an update regarding issuing code violations, no response.

April 29, 2013, Wysteria Bodell left another voice mail message for Debbie Wilde requesting an update regarding issuing code violations, again no response.

May 6, 2013, Peg went into City office to get update from Debbie Wilde. She was on vacation and would not be back until Tuesday. Asked for Chad (not in on Monday). Met with Richard Carlile to voice concerns about Debbie Wilde, lack of professionalism and knowledge of process and codes.

May 7, 2013, Debbie Wilde sent email at 8:11pm stating that she would post Notice & Order on May 8, 2013.

May 8, 2013 morning, Peg Bodell sent email to Debbie Wilde inquiring when the Code Violation letter (different from Notice & Order) would be delivered to 812 Norfolk. Ms. Bodell also asked Debbie when she could request a copy of the letter. No response.

May 8, 2013 afternoon, Noticed & Order posted to both the Owners of 817 Woodside and the Owners of 812 Norfolk.

May 9, 2013, Ms. Bodell requested a copy of the code violations letter again. Debbie Wilde went back on her original promise stating that the Owners of 817 Woodside would now need to request a GRAMA to get the copy of the letter of code violations served to the Owners of 812 Norfolk.

May 10, 2013, Owners of 817 Woodside applied thru Legal Department for copy of code violation letter delivered to 812 Norfolk.

May 14, 2013, Debbie Wilde email Peg Bodell stating that she had been down in the legal department trying to catch Mark (Harington) to get approval so Peg could come pickup the letter of code violations.

May 14, 2013, Peg Bodell called Debbie Wilde to follow up on the GRAMA request. She stated that the Owners of 817 Woodside could not get a copy even with the GRAMA request. Ms. Wilde could not explain why the request would not be granted.

May 14, 2013. After 8 months of efforts to work with PCMC building department to resolve this issue Wysteria Bodell called our legal council to discuss the issues. Council confirmed that the original concerns and responsibility of the non-permitted property improvements and code violations on the part of the Owners of 812 Norfolk had not been addressed and answered by PCMC and that the process has been significantly flawed by PCMC.

May 15, 3013, Peg Bodell and Wysteria Bodell meet with Mark Harington, Polly McLean and Chad Root to discuss concerns about the Notice & Order, GRAMA request , and the handling of the issues to date. Chad Root acknowledged that the Owners of 812 Norfolk had not obtained all the permits required for the alterations to their property and that of 817 Woodside Avenue. He also acknowledged code violations at 812 Norfolk not pertatining to the wall failing. Chad Root requested 817 Woodside survey map. It was proposed that Chad Rppt hold a facilitation meeting with both property owners to move forward.

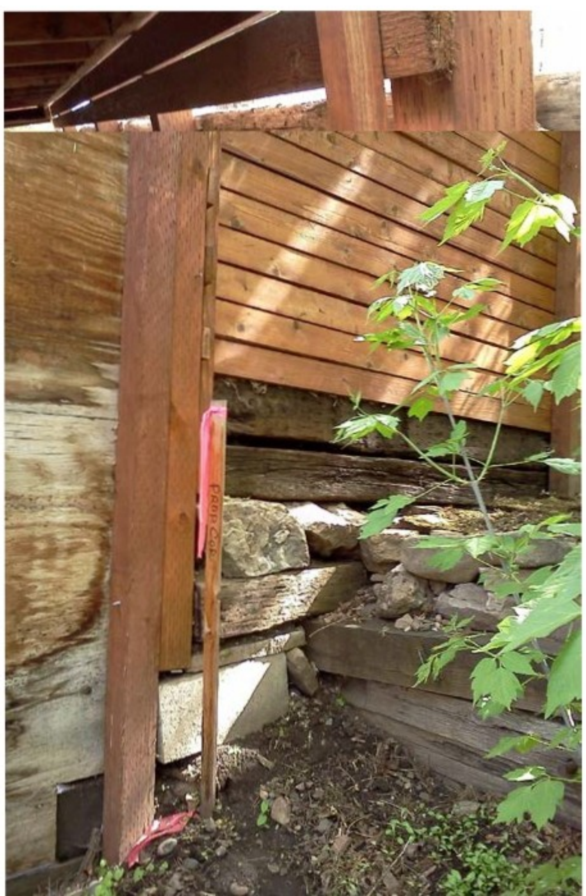
May 17, 2013, deadline set by PCMC for both property owners to submit application to correct retaining wall damages (as per May 8, 2013 Notice & Order).

May 23, 2013, facilitation meeting with Chad Root, Debbie Wilde, Gabe Jaramillo, Peg Bodell, Wysteria Bodell, Jenifer Allen, and Casey Crawford. Several issues discussed. No decisions made. Second meeting set for May 30, 2013.

May 24, 2013, Wysteria Bodell emailed 817 Woodside Property survey to Chad Root and Debbie Wilde as requested.

May 28, 2013, Debbie Wilde emailed PCMC LMC regarding fences and retaining walls from Shauna Stokes to Wysteria Bodell and Casey Crawford.

May 30, 2013, facilitation meeting with Chad Root, Debbie Wilde, Gabe Jaramillo, Franscio Astorga, Peg Bodell, Wysteria Bodell, Jenifer Allen, and Casey Crawford. Debbie Wilde requested that the licensed engineer's letter dated November 15, 2012 and delivered to her on November 20, 2012 be stamped with engineer's seal and resubmitted. Wysteria Bodell opened the meeting by correcting false statements made by Ms. Crawford and Ms. Allen in the prior facilitation meeting of May 23, 2013. Ms. Bodell brought supporting documentation and photos to show the truth. Corrections included: original height of the landscape wall was 3 feet 6 inches not 7 feet, fence is attached to retaining wall, deck is attached to fence, deck is against rear and side property lines, gravel was brought in and soil added.



Professional advise
current height does not meet code
does not meet historical integrity
french drains won't retain all of the water on 812 Norfolk

Reclaim materials
Ms. Crawford and Ms. Allen said they wanted the fence material and would remove it immediately.
Wysteria Bodell requested the Owners of 812 Norfolk contact her prior to entering onto property so permission to enter onto property could be granted for a defined time and removal of fence material and additional railroad ties could be supervised and liability waived. This was agreed to by both parties.

Drainage was then discussed. Any groundwater behind the wall that is not dissipated by a drainage system causes hydrostatic pressure on the wall. The total pressure or thrust may be assumed to act at one-third from the lowest depth for lengthwise stretches of uniform height.

Unless the wall is designed to retain water, It is important to have proper drainage behind the wall in order to limit the pressure to the wall's design value. Drainage materials will reduce or eliminate the hydrostatic pressure and improve the stability of the material behind the wall. Drystone retaining walls are normally self-draining.

Wysteria Bodell suggested a Pilling Wall with Flo – Well

Chad Root stated that proper drainage would be required. He mentioned a dry well.

To move forward it was agreed that the Owners of 817 Woodside would restore the wall to it's original height of 3 feet 6 inches thus restoring historical integrity.
The Owners of 812 Norfolk would come into compliance with code violations and terrace the backyard. Fransico added that any plan submitted by 812 Norfolk would be reviewed to comply with Historic Design guidelines to insure the historical integrity of 817 Woodside.

June 3, 2013, Wysteria Bodell dropped of licensed engineer's letter dated November 15, 2012 stamped with engineer's seal to Debbie Wilde.

June 10, 2013, deadline to appeal the Notice of Order to Repair and Vacate. No communication from PCMC staff regarding deadline. Wysteria Bodell phone PCMC to inquire what was happening, update, no response

June 14, 2013, June 20, 2013, June 21, 2013, Wysteria Bodell phoned PCMC to set a site tour with Franscio from Planning department, no response

June 24, 2013, Wysteria Bodell set appointment with Francisco for site tour with planning department

June 27, 2013, site tour of 817 Woodside with Francisco Astorga and Matt. Discussed importance of maintaining historical integrity and reusing original material (railroad ties)

July 8, 2013, submitted Historic District Design Review Pre-Application to PCMC Planning Department.

July 8, 2013, Wysteria Bodell emailed Chad Root and Debbie Wilde requesting update as she had not received any communication from either City Staff or the Owners of 812 Norfolk since the last facilitation meeting on May 30, 2013. Updating Chad & Debbie on 817 Woodside progress. Inquired about Notice & Order deadlines and penalties.

July 9, 2013, Wysteria Bodell receives email from Debbie Wilde stating "I have meant to contact you. On about June 13 they were given an extension of 60 days for the engineering ect. I am going to contact them soon to verify how things are going. I have not seen a letter from an engineer yet from them. I will keep you in the loop."

July 17, 2013, Planning meeting with Anya Grahn, Roger Evans, Matt, and Wysteria Bodell. Pre-Application approved. Anya Grahn will email waiver letter.

July 19, 2013, Wysteria Bodell emailed Chad & Debbie regarding breach of agreed upon procedures resulting from May 30, 2013 facilitation meeting.

July 19, 2013, Wysteria Bodell received email from Ayna Grahn of the PCMC Planning Department approving 817 Woodside plans submitted on July 8, 2013. Ms. Grahn attached the HDDR waiver letter for 817 Woodside.

Wysteria,

Thank you so much for coming in this past Wednesday to discuss your retaining wall with us. Please find attached your HDDR waiver letter. If, once you begin construction, you find that the changes you will be making exceed this waiver, please come back to discuss the work again with us.

Hope this helps and good luck!

Anya Grahn

Anya,
Thank you for the letter. I noticed in the first paragraph it states that the property is non-historic, when it is historic. I don't know if this point matters. Also, the second bulit point from the end, referring to the contingencies, I think Roger is correct that the materials being removed should also include the back fill they added behind the railroad ties they added. If they do not return the ground to the original level there will be no way to prevent it from falling down into our backyard. Again, I don't know if this is significant, just a thought.

Thank you for all your help in resolving this matter.

Wysteria Bodell

Thanks for catching my typo. I have corrected that the property is historic, not non-historic. Since it is not your responsibility to remove the backfill, I believe we can leave the language as is. I added that only to specify that you were waiting on the neighbors to complete their work before you could move forward with yours.

Anya

August 13, 2013, Wysteria Bodell submits building permit application with George Reid

August 21, 2013, Wysteria Bodell met with Dana Williams to voice concerns

August 21, 3013 Wysteria Bodell goes into planning department for update. Speaks with Anya Grahn

August 22, 2013 Diane Foster, Chad Root, Polly McLean Fence still in place, not reclaimed as agreed upon in May 30, 2013 meeting. 812 Norfolk Owners given another extension. Plan to move forward agreed upon. Breached that afternoon by Chad Root.

August 23, 2013,Wysteria Bodell emailed Polly McLean

Polly,

George Reid called a few minutes ago with an update on the progress to move forward with our wall project. I was concerned that he stated Chad had tried several times to contact me today but was unable to reach me, which is very curious since I have been available all day in my office with my phone at hand and record of any missed calls. I am also concerned that Chad did not follow our strategy plan that we all agreed to yesterday.

When George called me this morning, as he agreed to do on Tuesday of this week, he stated that Chad had told him to issue the building permits to both parties. When I explained the results of our Thursday meeting to George and our agreed upon course of action he realized that he needed to talk to you regarding your legal findings prior to issuing permits. I also mentioned that a modified plan from the owners of 812 Norfolk addressing starting elevation (3'6”) and drainage (dry well) was needed before a permit could be issued. I was told by George that a modified plan addressing these issues had already been submitted by the owners of 812 Norfolk. In my conversation with George just now he stated he was unable to talk to you but said that Chad had gone ahead and talked to the neighbors and arranged for them to remove the fence when they get back from Bear Lake. I inquired if a specific date for removing the fence had been given and I was told it was not. We agreed yesterday that specific, clear dates for progress and completion were required due to the past history and this being the 3rd extension.

I thought we had a very clear plan to proceed in our meeting yesterday but clearly Chad has chosen to circumvent our agreed upon course of action. I was told, by George, I need to speak with Anya on Monday as she needs to sign our building permit. We are again being transferred to another department rather than the permitting department following through and issuing the permit.

I hope you can understand my frustration with the cavalier changes initiated by Chad without consideration or consultation to all parties involved. Here are the questions that I now need addressed:

1. Is my recent application for demolition of the fence & railroad ties void?
2. Do I need to resubmit to an application to the building department to only remove the railroad ties and then reassemble as per my pre-approved application with the planning department?
3. Am I required to pay a fee for the original approved application of the landscape wall?
4. Will the fee for the final permit be waived?

Please respond as soon as possible.
Your response is appreciated.

August 23, 2013, Polly McLean emailed Wysteria Bodell stating "I will speak to building Monday and get back to you." Wysteria Bodell never heard from Polly again. To this day Ms. Bodell has never received any contact from Ms. McLean

August 26, 2013, Wysteria Bodell received email from Chad Root

September 4, 2013, Wysteria Bodell received email from Anya Grahn

September 17, 2013, Wysteria Bodell received email from Anya Grahn

Wysteria,

I misspoke—George did not need to review the structural changes because of the limited height of your wall. You may move forward with your building permit at this time.

Thanks so much,

Anya

September 27, 2013 site tour with Jenifer Allen
Jenifer Allen agrees to detach 812 Norfolk building materials from 817 Woodside property prior to construction beginning on Sunday.

September 29, 2013 Wysteria Bodell receives email from Jenifer Allen explaining that she did not detach property as promised and to detatch property myself.

September 29 – September 30, 2013 Owners of 817 Woodside disassembled railroad tie wall and rebuilt approved landscape wall. Construction completed.

October 1, 2013 Wysteria Bodell receives email from Chad Root

Wisteria and Pam,

I stopped by to see were the progress of the wall was and saw your wall started. I asked the neighbor why they were not moving forward and they wanted to make sure your retaining wall was done. Could you send me the engineering on the new retaining wall. The neighbors above do not want to start their portion until the wall is done so I need the engineering on the retaining and then I will push them to get done.

Chad Root

Chad,
I have no idea what you are talking about. We have completed the rebuild of our landscape wall as per the preapproved design. Building permit BD-13-18697 as posted on site. I left a message with George Reid early this morning requesting an inspection upon his return.
Regards,

Wysteria

October 3, 2013, Building inspection of landscape wall by Rich Novasio. Paperwork failing inspection filled out prior to appointment. Wysteria told they are referred to as the bastard stepchild by the building and planning departments. Bias attached to the project but specifically to Wysteria Bodell and Peg Bodell.

October 4, 2013 Wysteria Bodell meets with Chad Root. Mr. Root is confrontational, contradicts himself several times and reneges on earlier agreements.

October 16, 2013 Wysteria Bodell sent email to Chad Root

Subject: Please communicate with me...

Chad,

You said you would contact me last week to keep me apprised of how Crawford/Allens intended to proceed. I have yet to receive any communication from you. I would appreciate an update as agreed upon in our last meeting, even if it's just to communicate that you have not heard from either Crawford/Allens since we last spoke.

October 16, 2013 Wysteria Bodell receives email from Chad Root

The Crawfords submitted plans for a concrete retaining wall that will resolve all problems and will bring your railroad tie wall into code compliance. Their wall will hold all surcharge of their property.

Chad

November 4, 2013 Wysteria Bodell goes into Planning Department to get an update. Anya, infoms Ms. Bodell that the original plan submitted by the owners of 812 Norfolk to terrace the backyard has been replaced by a new plan. The new plan for a 6 foot 6 inch retaing wall with a 6 foot fence on top has been approved.

November 6, 2013 Thomas Eddington, Anya Grahn, George Reid, Diane Foster Geogre Reid Acknowledges there are several other options meeting the requirements of the building department other than a 6'6” retaining wall with a 6' fence on top but clarifies none that allow the Owners of 812 Norfolk to keep the deck and area. Anya states that a terraced plan was originally submitted and Geogre Reid confirms. Thomas says he will conduct site tour and think of other options. Wysteria Bodell brought the bias and bulling by the building department to the attention of Diane Foster. Nothing was done about the insults.

November 8, 2013 site tour Peg Bodell, Thomas Eddington, Anya Grahn, George Reid City staff can clearly determine natural grade based on remaining tree roots and elevations of both the side yards of 812 Norfolk. Thomas Eddington tells Ms. Bodell he will come up with alternatives to the current proposed plan. (It would later be disclosed that Thomas, Anya, and George returned to the office that afternoon and approved the 6'6” retaining wall and 6' fence.

November 10, 2013 Peg Bodell emailed letter to Thomas Eddington (not knowing he had already made a decision regarding the project)

November 10, 2013

Dear Thomas,

I have thought about the issue of how to make the Crawford's existing deck work for both the owners and the adjoining property owners.

Park City Land management code is very clear regarding treatment of residential steep slope. The elevation is absorbed by the structure. The landscaping is stepped perpendicular to the slope. There are thousands of examples throughout Park City of good design to accommodate steep slopes.

If the Crawfords had gone thru proper channels to design the rear yard they would have been directed to keep the elevation at existing grade and create a space that is cohesive with the adjoining properties. A simple set of 6-8 steps would have maximized the space and accomplished these required design standards set forth in the Park City Land Management Code.

The Crawfords can still use the existing decking and fence material to create a comfortable and more usable space that does not negatively impact the neighbors on all sides and adhere to the same standards that the other citizens of Park City are required to perform.

[photo example]

I am asking that you enforce the Park City Land Management Code to accomplish the intent to safe guard and protect the property rights of all the citizens.

Best regards,

Peg Bodell
817 Woodside

November 12, 2013, Wysteria Bodell receives email from Anya informing her of meeting with City Staff scheduled for that morning. Anya apologizes for the late notice as the city's email system was down – Wysteria Bodell respectfully declines due to the late notice

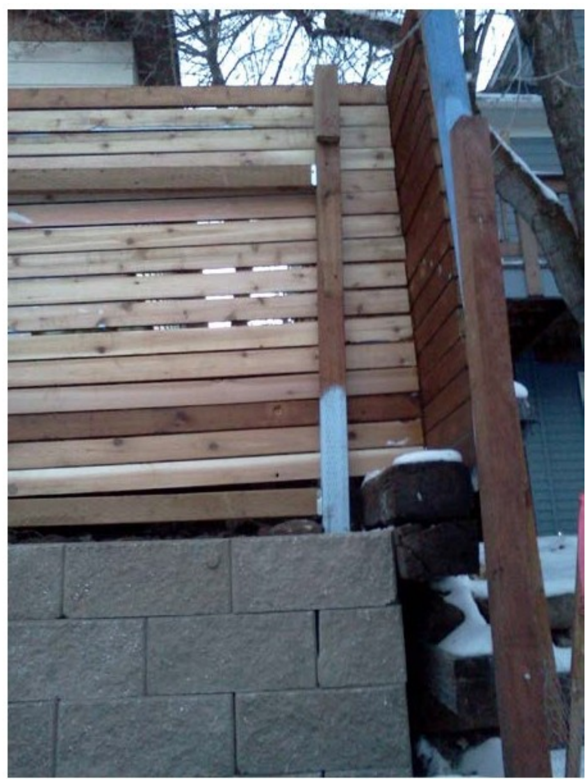
November 14, 2013, Wysteria Bodell and Peg Bodell never having heard back from any staff member since the site tour on the 8th of November go into the city for an update. George Reid informs them that the 6'6” retaining wall with the 6' fence on top has been approved. He informs the Bodells that he recommended the Owners of 812 Norfolk install a drainage system but that he made it optional. Code requires drainage be maintained on property.
November 14, 2013Anya tells Bodells that Thomas is out of town and will not return until November 22, 2013.
November 14, 2013, Bodells go before City Council asking them to instruct staff to enforce all codes.

What we had: 3 foot 6 inch landscape wall
fence with mural
mature trees

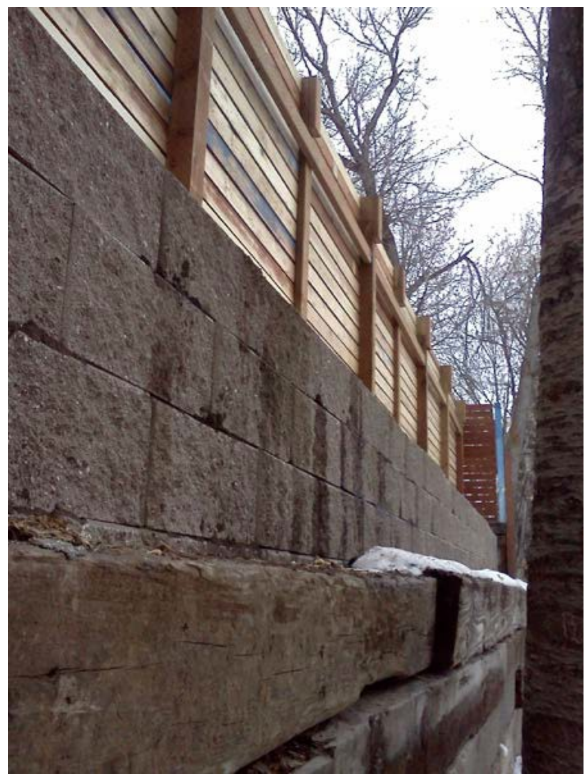
What we have:

Blocks not placed on six inches of gravel as per engineer's plan. Gravel added after. Engineer's plan called for two consecutive rows of blocks. Break in second row of blocks to allow for tree sump and boulder. No drainage. Concrete poured below 30 degrees (no core sample taken for testing).



Poorly constructed fence, crooked. Ends still overhanging property line.



Prevalent “wall effect”.
This is exactly what LMC was designed to prevent.

QUESTIONS THAT SHOULD BE ANSWERED IN CITY MANAGERS REPORT

1. Why did PCMC allow the 812 Norfolk property to raise the natural grade above all adjoining properties?
2. When this natural grade infraction was identified why was is still allowed?

3. Why was Drainage retention for 812 Norfolk required as per the LMC, agreed upon by PCMC and the property owners and then allowed to be "optional" and NOT installed?
4. Why were the mature trees allowed to be cut off at the base and not replace?
5. Why was the historical integrity of 817 Norfolk not protected as per the LMC.
6. Why was the construction of the retaining wall and fence allowed to not be constructed as per the approved plan?
7. Why were the property owners of 812 Norfolk never required to provided surveyed property corners to build a retaining wall and fence but 817 Woodside was required to provide stamped survey plat of their property for a landscape wall?
8. Why did this process take over 1 year to resolve?
9. Why was the "wall effect" as specified in the LMC allowed yet again?

MEMO

To: City Manager for City Council and Mayor
From: Kory Kersavage
Subject: GFOA's Distinguished Budget Presentation Award
Date: November 26, 2013

The Government Finance Officers Association of the United States and Canada (GFOA) announced recently that Park City received the GFOA's Distinguished Budget Presentation Award for its budget. GFOA stated:

> The award represents a significant achievement by the entity. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the entity had to satisfy nationally recognized guidelines for effective budget presentation.

City Council
Staff Report

Subject:	**Economic Development Task Force Update**
Author:	**Jonathan Weidenhamer, Economic Development Manager**
Department:	**Sustainability**
Date:	**December 5, 2013**
Type of Item:	**Informational**

Summary Recommendations:

Consider the update from Staff on recent Task Force meetings with Park City Council Liaisons and Summit County Council representatives. The City Council should identify the topics or issues related to economic development/diversity they would like to focus on at the Joint City/County Council meeting on December 16, 2013.

Topic:

The three main topics we anticipate discussing at the 12/16/13 meeting are Regional Transportation, Broadband (fiber), and Economic Diversity. Staff anticipates a work session follow up to the Park City Council in February as a follow up and further articulation of our ED policy and next steps.

Background:

On April 30, 2013 at a joint meeting between the Summit County and Park City Councils, the group agreed to create a joint Economic Development Task Force (EDTF). The term "Economic Diversity" was discussed at length. It was important to the City Council that the community understands we aren't trying to grow for growths sake, but rather to be less vulnerable to the cyclical boom/bust pattern of the real estate and resort economy. The two Councils discussed threats to our economies including housing cost, traffic, planning regulations and permit fees (Summary of observations and Conclusions – Exhibit A). The EDTF has been meeting bi-monthly since. Members include Claudia McMullin, Chris Robinson, Alex Butwinski and Andy Beerman, along with staff from the City and County.

A second joint City/County Council meeting was held on July 30, 2013. The Councils talked about focusing their regional planning on the intersections of the two economies. The group specifically discussed immediate pressures and/or opportunities including:

1. The approximately 5 million sf of commercially entitled land in the Basin;
2. The current discussions of possible re-write of the development agreement for the technology park at Kimball's Junction;
3. Specific areas that we intersect, such as undeveloped land in the City's entry corridor;
4. Large infill developments such as Bonanza Park or Treasure that will affect traffic throughout the County; and lastly,
5. The opportunities that connecting the ski resorts could offer.

In anticipation of the upcoming Joint Council meeting on December 16, this report should be considered an update and overview of the discussions held by the EDTF. Specifically, the following will be overviewed:

1. Greater Park City Compact (Mission) Statement & Strategic Plan;
2. areas of Mutual Concern;
3. targeted Industries; and
4. outliers/other.

Staff anticipates covering similar topics at the next joint meeting.

Analysis:

<u>1. Mission Statement</u>
The group agreed that the economic underpinning of our regional economy is the resort economy and that economic diversity efforts should first and foremost 'do no harm' to the resort community brand. At the second joint Council meeting on July 30, 2013 the group reviewed a broad "Greater Park City Compact." It included a statement for economic development. The EDTF has since made recommended updates to the mission statement:

The greater Park City area is currently sustained economically by our multi-seasonal mountain resort and related support activities. We will collectively pursue the development of a balanced, diversified economic base that is resilient to shifts in markets and climate. Our economic diversity efforts will include incubation of local entrepreneurship, support for established businesses, and welcoming new businesses. Strategic diversification of our economy is essential for our sustainable economic health. Great care should be taken to ensure that economic development compliments and enhances the values and quality of life that our mountain resort community affords us.

The original and updated statements are available as Exhibits C&D. <u>Council should affirm their support of the updated statement.</u>

<u>2. Areas of Mutual Concern</u>
The Task Force identified locations in Park City and the Snyderville Basin with substantial or significant approved but as yet unbuilt commercial density (Exhibit E). They then identified those areas where mutual interests overlap and development should be reviewed by both entities, while being mindful of existing development agreements and entitlements. <u>Are these the right areas?</u>

The Task Force applied the matrix to a number of specific situations and found it to be a very helpful filter in identifying preferred or prioritized business types for specific locations. The following is a draft scoring for one of the geographic areas. It does not reflect an actual exercise the Task Force went through nor actual scores. The results suggest that office followed by retail is the preferred uses for this particular geographic area.

GEO AREA							
		Land Use possibilities					
Criteria	Max Score	Light Manufacturing	Heavy Manufacturing	Office	Institutional	Retail	Housing
Positive							
sales tax revenue	10	3	5	2	0	10	na
property tax revenue	10	8	10	5	0	7	na
quality job creation	10	5	8	8	0	3	na
Community desires & brand consistency	15	3	2	8	6	6	na
subtotal	45	19	25	23	6	26	0
Negative							
traffic impacts	(10)	(3)	(7)	(1)	(2)	(6)	na
parking impacts	(5)	(2)	(5)	(3)	(2)	(5)	na
environmental impacts	(5)	(1)	(5)	0	0	(1)	na
demands on infrastructure/utilities	(5)	(2)	(5)	0	0	(2)	na
Impacts on education	(5)	0	(2)	0	0	0	na
Community Desires & brand consistency	(15)	(6)	(6)	0	0	(4)	na
subtotal	(45)	(14)	(30)	(4)	(4)	(18)	0
Total		**5**	**(5)**	**19**	**2**	**8**	**0**

Matrix scoring was mostly subjective. While staff did supply limited data and research including: sales tax by geo, gap analysis, number and type of businesses, number and type of employees and job categories; population trends; GOED target industry clusters; City and County business license info; real estate occupancy and vacancy trends, if this is a tool in which Council has an interest, we could still "sharpen" it.

While the matrix scores cannot preclude a business from locating in a specific area if it meets zoning and other regulatory requirements, it is hoped that it will serve as a guide for the types of businesses that Park City and Summit County wish to attract to these areas. Does the matrix make sense as a tool to prioritize business for location?

3. Targeted Industries

Since 2003 the City Council has updated an economic development strategic plan annually during the visioning session. Recently that morphed into a biennial strategic plan and business plan. Economic Development Excerpts of the FY 13-14 Sustainability Business Plan are found as Exhibit F. The four strategies stated are:

1. Support & Manage World Class Events;
2. Provide Amenities, Facilities, Trails & Infrastructure;
3. Pursue Development and Redevelopment Consistent with General & Area Plans; and
4. Retain & Attract Diversified Business Types.

City Council held a study session on business recruitment and retention on December 13, 2012: http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=10389). Staff was in progress on a follow up Retention and Attraction Plan when the Joint Task Force was created (Overview, Exhibit G). Concurrently included in the effort was creation of a potential "tool box", which Economic Development staff produced to help inform the draft general plan (Exhibit H). We chose to put the draft plan and follow up discussion on the back burner so it could be better informed by the outcomes of the task force work and subsequent policy direction from the entire City Council.

Through six months of research, data collection, interviews, consultant meetings and Task Force discussions, the EDTF has made *preliminary suggestions* for Councilconsideration. The red highlighted programs are recommended as "highest priority"; the yellow ones as "important", but falling just short of the top priorities:

Tourism & Recreation

- Outdoor recreation & sports
- Training facilities
- Guided tours
- Destination resorts and ancillary services
- Agra tourism & Boutique Industry (craft brewing/distilling,candy, skis, etc.)

Performing Arts, Film

- Music
- Theater

Consumer Products

- Sports & Outdoor Products
- General merchandise

Life Sciences

- Healthcare services
- High Altitude Training & Sports Medicine
- Boutique healthcare services (cosmetic, weight loss, etc.)

Professional Services Financial

- activities Corporate
- Headquarters
- Incubation and/or innovation center

Software & IT

- Software & Web Apps
- Broadband (fiber)

These reflect and are consistent with the input received during Council's study session on business recruitment and retention (Exhibit G).

Park City Council Liaisons to the EDTF believed strongly that in order to be effective we should try to focus on no more than two or three of these and commit resources on them. Both Mr. Beerman and Mr. Butwinski believed that "stating our intentions" in and of itself would help facilitate preferred outcomes. They recommend we focus additional analysis and effort on the options highlighted above and return with some recommendations on which "tools" may be appropriate and to what degree we'd be willing to use them to pursue these targeted industries. The EDTF prepared a MindMeister flow chart that gives an accurate overview of the EDTF efforts (Exhibit I).

<u>Do we have the right targeted industries?</u> Staff intends to return after the next joint meeting with a robust discussion on Targeted Industries and to roll out a potential Business Recruitment and Retention Plan.

<u>4. Outliers</u>

1. Traffic, congestion and related impacts of future development will continue to be one of the two biggest threats to our economy, especially on the entry corridor(s);
2. Lack of attainable housing is the biggest obstacle to traditional economic development;
3. Resources:
    a. Council Priorities – Economic Development was not highlighted during Council's prioritized policy agenda exercise during the 2013 City Council retreat.
    b. What are areas we would focus on? Incubation? Climate?
    c. Should Economic Grant monies (City budget currently allocates $20k annually) be shifted elsewhere to be more effective? Into a specific program (ie: research on an incubator)? Are there certain programs are areas we'd like to focus on with existing resources?
    d. Tool Box – what are the right tools, and to what degree should we use them? Should we look to a joint program with the County?
4. Partnering with resources at the educational hubs in SLC is a huge opportunity (size, youth, money, research, technology, etc.);
5. Creation of a regional planning body with <u>authority</u> to review large regional development projects. This wasn't discussed in detail and there is no consensus if this is a concept people are interested in and to what degree they could be advisory or what authority they could have;
6. Resort Connectivity;
7. Future of EDTF? Recommended that the Councils keep EDTF together. Use as sounding board for more specific work on Targeted Industries? Should they wrestle with some of the following [policy] questions?

8. Possible policy questions for City to address, through either the joint meeting or more likely at the next City Council work session anticipated in February:
    a. What is City's stance on Economic Development? Are we open for business? Closed? It depends? Through the joint City Council/Planning Commission meetings facilitated by Charles Buki we identified a "partnering" proactive posture based on "gives" and "gets" that would allow us to facilitate preferred outcomes as opposed to a reactive position. If we mean that we may have to allocate more resources or a different framework.
    b. Congestion and franchises in the entry corridor. What is the entry corridor(s)? Should we consolidate a position on this?
    c. Economic Development v. Diversity or Health, or Resilience? Should we define? Do we need a consensus? Does it matter?

Department Review:

Possible Issues for Discussion

The following are questions that we may choose to discuss with

1. Is Council supportive of the updates to the Compact Language related to ED?
2. Did the EDTF identify the right Areas of Mutual Concern?
3. Does the matrix make sense as a tool to prioritize business for location?
4. Do we have the right targeted industries?

The following were identified in the Outliers section above (#'s 7 and 8):

5. What is the future of EDTF? Keep EDTF together? Use as sounding board for more specific work on Targeted Industries? Should they wrestle with some of the following [policy] questions?
6. Possible policy questions for City to address, through either the joint meeting or more likely at the next City Council work session anticipated in February: What is City's stance on Economic Development? Are we open for business? Closed? It depends? To focus on an ED agenda or program such as business recruitment we will need to allocate additional resources.
7. Congestion and Franchises in the entry corridor. What is the entry corridor? Should we consolidate a position on this?
8. Economic Development v. Diversity or Health, or Resilience? Should we define? Do we need a consensus? Does it matter?

Funding Source:

The Economic Development Operational budget includes $20,000 annually for contract services. The City's budget includes $20,000 in one time annual ED Grant funding.

Recommendation:

Consider the update from Staff on recent Task Force meetings with Park City Council Liaisons and Summit County Council representatives. The City Council should identify the topics or issues related to economic development/diversity they would like to focus on at the Joint City/County Council meeting on December 16, 2013.

Exhibits

Exhibit B – July 30 2013 – Joint Council Task Force – ED 1 Pager
Exhibit C – The Greater Park City Compact July 30, 2013 (ED Excerpt)
Exhibit D – Revisions to ED portion of the Compact
Exhibit E – Map of Areas of Mutual Interest
Exhibit F – Econ Dev. Business Plan (Excerpt from Sustainability Business Plan)
Exhibit G – Draft Business & Attraction Plan
Exhibit H – Draft “Tool Box”
Exhibit I – Mind Meister Flow Chart

NEU & COMPANY

SUMMARY OF OBSERVATIONS AND CONCLUSIONS MADE BY THE PARTICIPANTS AT THE JOINT MEETING OF THE PARK CITY AND SUMMIT COUNTY COUNCILS HELD ON APRIL 30, 2013

I. INTRODUCTION

On April 30, 2013, the Summit County Council and Park City Council conducted a meeting to accomplish the following:

- Identify key issues and interests of mutual concern and significance to both entities.
- Develop options and outcomes for collaborative efforts the parties wish to pursue in addressing these issues and interests.
- Define actions for establishing the agreements and implementation efforts for the items the entities agreed to address and resolve collaboratively.
- Promote productive working relationships beneficial to both Summit County and Park City.

In preparation for this workshop**,** the members of each council were asked to identify three to five really significant interests/issues they believed are of mutual concern to both parties which could benefit from collaborative efforts by Summit County and Park City.

•

The top three concerns/issues of mutual interest to both councils are:

- Regional Growth/General Plan coordination (i.e., are the goals of the plans complimentary or in conflict, for example, in anticipated targeted growth areas?)

- Economic Diversity/Economic Sustainability for the City and the County.

- Regional infrastructure (water and sewer).

Other possible topics not included in the top three are:

- Emergency Management.

- Vacation Rental by Owner.

- Recycling Management.

- Recycling Center Relocation/Triangle Parcel.

- Animal Control.

- Affordable Housing.

- Recreation Facility Planning.

Each of the top three issues was discussed sequentially by the workshop participants; i.e., the council members and managers from Summit County and Park City. Prior to the discussion between the two councils, each council was asked to answer the following questions and board their answers for presentation and discussions with the entire group:

- Why did you select the issue as one you believe to be of mutual interest?
- Why do you consider this issue/interest to be of immediate and significant importance?
- What outcome(s) do you hope will be achieved?

After each group presented their respective observations, the discussion then led to where are there "high gain" opportunities for Summit County and Park City to address these issues together to the mutual benefit of both parties?

II. OBSERVATIONS AND CONCLUSIONS REACHED BY THE PARTICIPANTS RELATIVE TO EACH OF THE TOP THREE ISSUES/INTERESTS OF MUTUAL CONCERN TO BOTH COUNCILS.

A. Regional Growth/General Plan coordination (i.e., are the goals of the plans complimentary or in conflict, for example, in anticipated targeted growth areas?)

1. From your council's perspective:

a. Why did you select the issue to be of mutual interest to both parties?

Park City	**Summit County**
• Because protecting our natural environment regionally protects our economy regionally as well as our character and quality of life.	• The economy has turned positive NOW. If we do not address the issue, we will be back to reactive instead of proactive planning.

b. Why do you consider this issue/interest to be of immediate and significant importance to both parties?

Park City	Summit County
• This issue is of immediate importance because with the economy recovering, development pressure will rise and development needs to be complementary rather than competitive.	• How we use our land affects our quality of life more than anything else. • Growth pressures create mutual challenges and opportunities for both parties.

c. What outcome(s) do you hope will be achieved?

Park City	Summit County
• A deliberate/cooperative planning approach that allows for growth while preserving our respective communities' character.	• Coordinated visions, strategies and actionable plans that are mutually beneficial to Summit County and Park City.

2. Discussion

a. Some general ideas generated initially within the group:

- Continue the meetings currently taking place among the Managers and Planning Directors representing these communities within Summit and Wasatch Counties.
- Communicate the Councils' policies to the Managers and Planning Directors Group and to the Planning Commissions of the entities.
- Have representatives from Summit County and Park City Councils attend the Planning Commission meetings and the meetings being conducted by the Managers and Planning Directors.
- Identify what 'data' the entities need to help set policy direction.
- Continue to establish the maps that identify "where we are now" in planning and growth management efforts.

- Start joint meetings between the councils to keep the collaborative effort on track.

- There is a need to obtain input from other parties as to their objectives and resources pertaining to this issue.

- Our long-term goal is the adoption of a mutually-agreed upon Master Plan for The Greater Park City Area.

- Prospective timeline to achieve this long-term goal is one year.

This Greater Park City Compact should have the following contents:

(1) Pinpoints/planning principles. Examples: density in cities/towns/nodes.

(2) Identification of mutual values. Examples:

- Quality of Life
- Recreation
- Open Space
- Resource Economy

(3) Identify issues of mutual interest. Examples of things we can pursue jointly:

- Transportation:
  - Roads
  - Bus
  - Train
  - Etc.

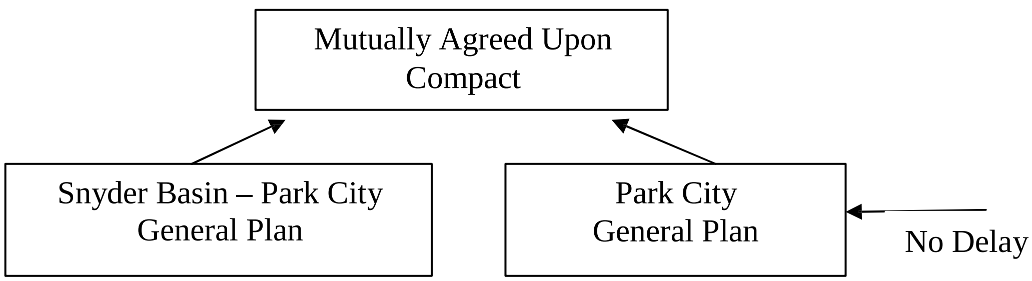
- Open Space:
  - Highway 40
  - Affordable Housing

After further discussion, Diane Foster, Park City Manager, and Bob Jasper, Summit County Manager, presented the following recommendations to be considered by the councils for follow-up action:

- Both entities are in the process of upgrading their General Plans. This effort can be done in-house by the Planning Directors.

- The idea of the Compact should be no longer than ten pages and the draft will be available by July 1 with potential adoption by both councils by September 1. (Further discussion indicated that this timeline may have to be extended).

- The contents:
    - o Sections listed above.
    - o Maps and explain in words what is shown on the maps.
    - o Bullet points.
    - o Issues of mutual interest identified but where decisions have not yet been made.



The Managers agreed that they would further develop approaches for keeping the project on track and provide oversight to the councils on their mutual efforts.

B. Economic Diversity/Economic Sustainability for the City and the County.

1. From your council's perspective:

mutual interest?

Park City	**Summit County**
• So both communities can be economically successful while respecting their unique qualities and goals.	• The County values and needs a strong economy. The resort real estate is inherently unstable, and as

long term. We have a mutual need to attract economic drivers to supplement the resort/real estate market.

b. Why do you consider this issue/interest to be of immediate and significant importance?

Park City	**Summit County**
• We need to plan to recruit and retain economic diversity and sustainability.	• The recent economic downturn exposed the vulnerabilities of the current economic model. Continued dependence on real estate development is adverse to our overall growth strategy and economic health.

c. What outcome(s) do you hope will be achieved?

Park City	**Summit County**
• Higher wages, lower footprint so we can all live here – complementary economies and missions.	• Rebuild economic stability among our stakeholders.

2. Discussion – the following ideas were "brainstormed" by the participants as to how they might address this issue/interest:

- Identify the problems and barriers affecting economic development in The Greater Park City Area and adversely affecting our ability to attract businesses.

- What infrastructure must we develop to attract businesses we desire?

- We need to explore more opportunities for collaboratively addressing these issues.

- We need to identify "what are we 'well suited to' in terms of

  advantage of our "low hanging fruit".

- Diversity?? of the West side of Summit County. What do we mean by "diversity"?

- Connecting our resorts.

- For the non-resort part of the communities, how do we increase our focus in this area?

- Diversifying area seasonality.

- Focus on non-resort development in East Summit County.

3. Discussion – Where do we go from here together to address this issue?

- We need to discuss this issue more.

- Facilitate connecting the three resorts.

- Create a Joint-Economic Council: to explore, plan, and develop actions for economic development and sustainability within The Greater Park City Area and possibly East Summit County.

- Place the issue on the Local Council Of Governments agenda.

C. Regional infrastructure (water and sewer)

1. From your council's perspective:

a. Why did you select the issue as one you believe to be of mutual interest?

Park City	**Summit County**
• Legal infrastructure includes: o Water o Transportation ✓ Roads ✓ Bus ✓ Trails ✓ Mountain transportation	• Water is limited, modest, at-risk, contaminated and under increased demand. • Water is subject to contention and current ordinances pertaining to water are outdated.

- Technology
- This issue supports our quality of life and economic development best by being border less.

- No items listed

- Development of alternative local modes of transportation is required to address growth pressures.
- Development of alternative inter-local modes of transportation: i.e., airport, Salt Lake City/Park City connection

Further observations by Park City: The time is right for collaboration and all parties are at the table.

3. What outcome(s) do you hope will be achieved?

Further observations by Park City: Planning/infrastructure decisions made now will have positive impact on the sustainability of the community for years to come, with shared responsibilities and benefits.

This was the extent of the discussion by the two parties pertaining to the infrastructure issue.

III. OTHER PROPOSED FOLLOW-UP STEPS.

In addition to the items listed above, participants at the close of the workshop identified the following items for consideration in their subsequent joint efforts:

A. Establish JTAB town meeting to discuss and update the plan.

B. Stay involved with Mountain Transportation Plan.

C. How often do we (Summit and Park City Councils) meet and work together to sustain our effort to address these issues jointly?

It was agreed amongst the participants that a joint meeting will occur between the councils at 9:00 a.m. on July 30. This meeting will address, at a minimum, the following:

- Further conversation about the planning document and completion of each master entity's General Plans.
- JTAB update.
- The creation of an Economic Development Council (a committee was established to prepare report) to meet during the next two weeks.

D. Two further question raised by Alex Butwinski:

- How can we include the East Side of Summit County more in our discussions?
- We should continue exploring Nodal-Development (town surrounded by open space); i.e., European model.

Post meeting question: Several Park City Council Members and the Park City City Manager have expressed concern about having scheduled a follow-up meeting when not all of the City Council members are available.

Diane Foster recommends she send out a poll to the two Councils to determine a date that works for all of them.

Additionally, the Park City City Manager also recommends that the Councils now schedule a third joint meeting for the week of November 18 or the week of December 2, 2013.

Exhibit B – Staff overview for July 30, 2013 re: Economic Development

To: Summit County and Park City Councils

From: Alison Weyher, Summit County Economic Development

Jonathan Weidenhamer, Park City Municipal Econ. Dlvpt.

Re: Overview & Recap of City/County Joint Economic Development Task Force

On April 30, 2013 the Joint Councils as part of a broader visioning session agreed to create a joint economic development task force.

Recurring goals & concepts included:

1. Work together to ensure alignment and collaborate where possible;
2. Focus on areas where City/County ED overlap;
3. Acknowledgement that Destination & Real Estate economies are susceptible to boom/bust; and economic diversification is vital to our future
4. Our efforts should "do no harm" to the existing resort economy.
5. Opportunity of connecting 3 resorts

The Task Force includes Claudia, Roger, Alex and Andy along with staff. We've met on 3 occasions: May 31; June 17 and July 15, 2013 (minutes of the first two meetings attached). The Group recognizes the immediate pressure points facing each group are different. County priorities include driving revenues while being sensitive to the resort economy. The City, while seeking to focus their own business recruitment and retention approach is keenly sensitive to impacts on the overall destination "brand" and sensitivities include the entry corridors and traffic impacts of regional development.

The group has agreed on the following Mission – Diversify and strengthen areas of economic commonality through support of existing businesses, strategic attraction of new firms to protect and enhance our lifestyle, and to complement our world class resorts.

There are specific geographic areas that within Park City and Summit County where opportunity exists (existing commercial entitlement) to consider proactively and collaboratively shaping outcomes as opposed to taking only a reactive (regulatory) posture. The Group is considering a localized strategy for each of those areas. To that end we are currently considering development of a matrix that would weighs and prioritize type of business against criteria (job creation, brand consistency, taxes generated, impact on resources, etc.) that would rank the appropriate type of business for each area. However, direction is requested from the Joint Councils to determine if it is appropriate to apply these criteria to all commercial projects within the Snyderville Basin, or if the matrix should only be applied to clearly defined areas where the City & County's interests intersect.

Short of other direction from the Joint Councils, the Task Force will continue to focus on areas where the opportunities and resulting impacts overlap.

Exhibit C– The Greater Park City Compact July 30, 2013 (ED Excerpt Only)

The greater Park City area is economically sustained by year-round mountain resort and related support activities. We will achieve a well-balanced, diversified economic base that will withstand shifts in markets and climate. Our unique economic environment inspires people to become “locals”—for a lifetime or for only a vacation weekend. We will not become a faceless business-chain suburb. Our economic diversity efforts will foster and sustain creative incubator business development that celebrates our local entrepreneurship and genius. The definition of “local business” shall recognize not only local merchants, artisans, and agricultural endeavors but also resort-related industries and area-based service industries. Diversifying our economy is essential to our continued evolution as a community; such is not detrimental to our resort community but supplemental.

Exhibit D – Proposed Revisions to Compact from EDTF

The greater Park City area is currently sustained economically by our multi-seasonal mountain resort and related support activities. We will collectively pursue the development of a balanced, diversified economic base that is resilient to shifts in markets and climate. Our economic diversity efforts will include incubation of local entrepreneurship, support for established businesses, and welcoming new businesses. Strategic diversification of our economy is essential for our sustainable economic health. Great care should be taken to ensure that economic development compliments and enhances the values and quality of life that our mountain resort community affords us.

Ex E - Regional Areas of Mutual Interest

1 Kimball Junction GC

2 Park City Tech Park

3 Olympic Sports Park

4 Murnin Property

5 Canyons Future Development

6 Bonanza Redevelopment

7 Lower Park Ave. RDA

8 Treasure Hill

9 Snow Park

10 Bonanza Flats

11 SW Quinn's

12 NW Quinn's/Hospital

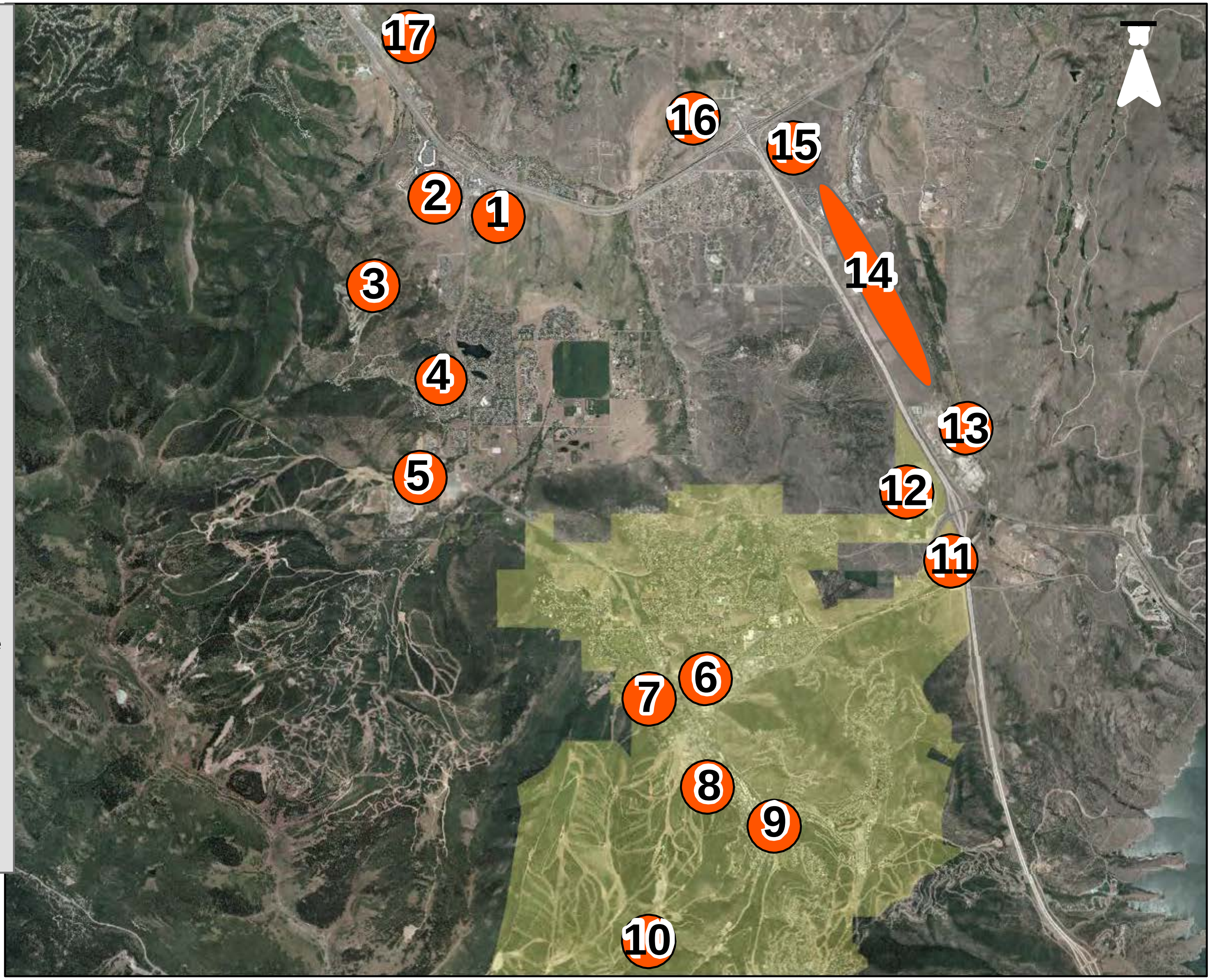
13 Summit Business Park/Burbidge

14 Triangle Area/East 40

15 Silver Creek Village

16 Bitner/Silver Creek Plat I

17 Jeremy/Rasmussen



0 0.5 1 2 3 4 Miles

Exhibit F – ED Excerpt(s) from Sustainability Business Plan

STRATEGY I

Support & Manage World Class Events

Current Policy Direction: Take a more facilitative role in events

	Action Step	Deliverable	Who's Responsible	By When
Operating Programs				
Special Events Program	Refine the event process and calendar to balance community goals and ROI	Report to Council	Econ. Dev. Pjt. Mgr.	complete
	Secure Sundance Agreement thru 2028 & Address MLK Conflict	Study Session	City Manager	complete
		Code Changes	Econ. Dev. Mgr, Econ. Dev. Pjt. Mgr.	complete
		Possible Changes to Agreement		complete
	Event Overhaul	Admin Process/ Fee Changes	Econ. Dev. Mgr and ED Pjt Mgr	Done
		Temporary Bis Licensing		complete

STRATEGY II

Provide Amenities, Facilities, Trails & Infrastructure

Current Policy Direction: Not actively pursue a publicly financed convention/event center; will reevaluate if public-private partnership opportunity arises.

	Action Step (Priority)	Deliverable	Who's Responsible	By When
Operating Programs				
Backcountry Trails Program	Transportation Master Plan Report Card	Report Card	Trails & OS Proj Mgr	complete
Economic & Redevelopment Program	Wi-Fi Network Feasibility Analysis	ID Priority Locations & Cost	Econ Dev Mgr & IT Mgr	Oct 2014
	City Way-finding & SMART Messaging	Complete Plan	Econ Dev Mgr	Jul 2014
	Open Space	Methodology for procurement	Trails & OS Proj Mgr	complete

	Property Management	Round Valley Mgmt Plan	Trails & OS Proj Mgr	February 13
Capital Projects				
Urban Trails & Walkability Program	Dan's to Jan's Implementation	Completed Phase I Projects	Trails & OS Proj Mgr	Oct 2014
	Wyatt Earp Implementation	Completed Street Improvements	Trails & OS Proj Mgr	complete
Backcountry Trails Program	Pave Silver Quinn Trail	Paved Trail	Trails & OS Proj Mgr	Complete
	Identify location and complete construction	Build Plaza Downtown	Econ Dev Mgr	Oct 2014
Downtown Enhancement Projects	Swede Alley Crosswalks	Completed Crosswalks	Sr. Project Manager	Complete
	Sidewalk Reconstruction & Streetscape	Sidewalk & Streetscape Improvements	Sr. Project Manager	Start 2012; complete by 2020
	Egyptian Walkway	Completed Walkway	Sr. Project Manager	July 2013
	Historic Wall	Preserved Wall	Sr. Project Manager	complete
	City Hall Plaza	Completed Promenade	Sr. Project Manager	Oct 2014
	Coalition Plaza/trailhead	Completed Project	Sr. Project Manager	Oct 2016
	Miners Plaza	Completed Project	Sr. Project Manager	Oct 2017
Open Space	Osguthorpe Property	Fences and trail construction	Trails & OS Proj Mgr	complete

STRATEGY III

Pursue Development and Redevelopment Consistent with General & Area Plans

Current Policy Direction: Seek partnership opportunities with major landowners

	Action Step (Priority)	Deliverable	Who's Responsible	By When
Operating Programs				
Economic & Redevelopment Program	Parking Redevelopment at PCMR Lot	1) LOI 2) RDA Extension 3) Signed Agreement 4) Phase I – Woodward Facility 5) Parking & Transit Ctr Construction	Economic Development Manager	1)Complete 2)Complete 3)July 2015 4)Oct 2014 5) 2016
	Treasure Hill Negotiations	Conclude an agreement to: 1) keep ½ density at Treasure; 2) Move ½ density to a receiving zone; 3) Keep ski & uphill capacity improvements to Treasure; 4) Ensure hot beds are created	City Manager, City Attorney & Econ Dev Mgr	Dec 2013
	Develop City role in redevelopment of major buildings on Main St.	Policy Discussion w/ Council	Econ Dev Mgr	April 2014
Capital Projects				
Implementation of BOPA Plan	Develop Business Retention and Attraction Plan	Adopted Business Retention and Attraction Plan	ED Manager & Pjct Man.	April 2014
	Identify Preferred Incentive Tools	Incentive Toolbox	Strategic Initiatives Mgr	Sept2014
	Action Step (Priority)	**Deliverable**	**Who's Responsible**	**By When**
Implementation of LPA RDA Area Plans	Library Needs Assessment/Expansion	1) Completed Needs Assessment 2) Construction	Lib Director; Econ Dev Mgr, & Sr. Project Mgr	1) Complete 2) May 2014
	Neighborhood Needs Assessment/Construction	1) Completed Needs Assessment	Pub.Aff. Mgr & ED Mgr	1) Jul 2014 2) Oct 2016

Policies				
General Plan	Upon Completion of GP, Isolate ED strategies into a doc	Complete Chapter	ED Mgr.	Dec 14
Land Mgmt Code	facilitate GP strategies including, support vitality, activity while protecting scale and integrity of historic buildings	LMC changes	Econ Dev Mgr & Planning Dir	Dec 14
City's Posture on RDA	Use the Input from the 5 joint meetings to inform implementation of the Area and General Plans	Economic Element of the GP completed	Econ Dev Mgr, Planning Director and Sr. Planner	complete

STRATEGY IV

Retain & Attract Diversified Business Types

Current Policy Direction: Not codified – Preliminary direction given to identify a business recruitment and retention plan. We are not clear if Council seeks to formally discourage chains, with perhaps the exception of "boutique" chains. The more cogent concern was about size, specifically visual, parking and community character impacts of big box retail.

	Action Step (Priority)	Deliverable	Who's Responsible	By When
Operating Programs				
Economic & Redevelopment Program	Define & Test City's Role in High Altitude Destination	Study Session	ED Proj Mgr	Complete
	Identify target properties and Development of a Direct Business Recruitment Plan	Business Recruitment Program	Strategic Initiatives Mgr	April 2014
	Annual Economic Health Update	Presentation to Council & Updated Metrics	Econ Dev Mgr	April 2014
	County Economic Development Task Force	Presentation to Council	Econ Dev Mgr	Ongoing

STRATEGY V

Promote City Branding & Promotion

	Action Step (Priority)	Deliverable	Who's Responsible	By When
Operating Programs				
Economic & Redevelopment Program	Participate in Ski Resort Interconnect Concept Plan when Invited	N/A	Econ Dev Mgr	N/A
Reusable bag program	ID if Council is interested in pursuing a program with event banners	Frame policy and resource discussion	ED Manager	complete

Bus. Ret. & Attraction Report Draft -Exhibit G

BACKGROUND

In December 2012, Park City Council and staff conducted a study session to explore business retention and attraction practices and the potential role that the City might play in developing the community's economic base and crafting a more diversified business mix. The study session focused on a SWOT (Strengths, Weaknesses, Opportunities, Threats) analysis in order to facilitate a discussion around the primary policy question: What role might the City play in business retention and attraction?

A visual representation of the SWOT analysis is attached as Exhibit A. The following summarizes the results:

1) Top Strengths
    a. Financial Stability/Tools
    b. Organizational Strength
    c. Quality of Life Factors
    d. Strong Business Community
    e. Communication/Outreach
2) Top Weaknesses
    a. Political Pressures
    b. Lack of Business Acumen
    c. Regulations/Public Process
    d. Projects/Development
3) Top Opportunities
    a. Business Service/Office
        i. Outdoor Retail
        ii. Startups
    b. Recreation
    c. Infrastructure
        i. Connectivity/Wireless
4) Top Threats
    a. Environmental
    b. Demographics
    c. Financial

SWOT analysis is a structured planning method used to evaluate the Strengths, Weaknesses, Opportunities, and Threats involved in a project or in a business venture. In this case, it is applied to the potential for PCMC to engage in business retention and attraction.

SWOT involves identifying the internal and external factors that are favorable and unfavorable. Favorable internal factors are considered strengths, or characteristics of the internal organization that give it an advantage over others. Unfavorable internal factors are weaknesses. Favorable external factors can be considered opportunities, or chances to improve performance in the environment. Unfavorable external factors are threats.

Based on the information gleaned from the SWOT analysis as well as the industry standards and best practices outlined in the study session report (see Exhibit B), the following proposed Business Retention & Attraction Program has been crafted in order to facilitate further discussion and consideration by Council of the previously identified policy question: What role might the City play in business retention and attraction?

Staff believes that having a detailed plan for how a business retention and attraction operation by the City might function as well as some preliminary estimates of resources required, Council will better be able address the policy question at hand. Should Council decide to pursue a more active role for the

BUSINESS RETENTION & ATTRACTION

Priority 1: Retention

(Outreach)

- At-Risk Businesses
  - Retention Team
  - (Recommendation)
  - Follow Up
- Expanding Businesses
  - BRE Committee
  - (Recommendation)
  - Custom Expansion Package

Priority 2: Attraction

- Untargeted Business Type
  - Retention Team
  - (Recommendation)
  - Follow Up
- Targeted Business Type
  - Site Visit
  - (Proposal)
  - BRE Committee
  - (Recommendation)
  - Custom Attraction Package

Exhibit H - Draft Tool Box - as submitted by Econ. Dev. to Planning for the GP

	Guiding Principles...									
High Likelihood of Usage	**Partnership**	**Inward Migration**	**View Corridors**	**Transportation/Circulation**	**Environment**	**Local Business**	**Housing**	**Diversity**	**Public Realm/Open Space**	**Local Vernacular**
Administrative Tools										
Planning Decisions										
Density Transfers	$	$			$					
Height Allowance	$$$	$	$		$		$$		$$	
Setback Reduction	$$$	$	$	$	$		$		$$	
Parking Reduction	$$$			$	$				$	
Overlay Zoning	$$$									
Streamlined/Fast Track Review	$$				$	$	$		$	
Economic Development Office										
Coordinate ED Programs & Support Svcs	$									
Market Analysis	$									
Marketing & Information	$									
Ombudsman	$									
Business Attraction/Business Retention	$									
Indirect Facilitation Tools										
Business Development Activity										
Business Information, Assistance & Training	$					$				
Business Incubator	$$					$$				
Workforce Training	$					$				
Direct Financial Tools										
Tax & Fee Incentives										
Property Tax Rebates	$$				$$	$$	$$	$$	$$	$$
Sales Tax Rebates	$$$				$$$	$$$	$$$	$$$	$$$	$$$
Development Fee Waivers	$$$				$$$	$$$	$$$	$$$	$$$	$$$
Clawbacks						$$$	$$	$$	$$	
In-Kind Contribution										
Land Write-Downs/Trades	$$$			$$					$$	
Building Write-Downs	$$$			$$					$$	
Land Assembly	$$$			$$					$$	
Economic Development Grants	$$					$				

	Guiding Principles...									
Possibility of Usage	**Partnership**	**Inward Migration**	**View Corridors**	**Transportation/Circulation**	**Environment**	**Local Business**	**Housing**	**Diversity**	**Public Realm/Open Space**	**Local Vernacular**
Indirect Facilitation Tools										
Special Improvement Districts										
Localized Infrastructure Financing	$$$			$$$						
Business Improvement Districts										
Marketing/Special Events	$					$			$	
Low-Cost Improvements/Maintenance	$					$			$	
Potential Funding for Business Incubator	$					$$				
Direct Financial Tools										
Direct Loans										
Low-Interest Mezzanine Financing	$$				$	$$	$$			

Revolving Loan Funds	$$				$	$$	$$			
Loan Guarantees	$$				$	$$	$$			
Private Activity Bonds										
Conduit Financing	$$					$$				
Exempt Facilities Bonds	$$					???	???			
Qualified Redevelopment Bonds	$$					???	???			
Tax Increment Financing	$$			$$		$$			$$	

Guiding Principles...

Low Likelihood of Usage	Partnership	Inward Migration	View Corridors	Transportation/Circulation	Environment	Local Business	Housing	Diversity	Public Realm	Local Vernacular
Indirect Facilitation Tools										
Special Taxing Districts										
Funding for Projects/Programs of Broad Benefit										
Possible Convention Center Funding Mechanism										
Additional Authorized Taxes										
Transient Room Tax										
Additional Resort Community Tax										
Direct Financial Tools										
Private Activity Bonds										
Industrial Development Bonds										

Guiding Principles...

Usage Based on Availability	Partnership	Inward Migration	View Corridors	Transportation/Circulation	Environment	Local Business	Housing	Diversity	Public Realm	Local Vernacular
Administrative Tools										
Enterprise Zones	$					$				
Direct Financial Tools										
State-Federal Grants/Loans										
CDBG	$						$	$	$	
Brownfields	$				$					
Utah Industrial Assitance Fund	$					???				
Community Economic Development Project Fund	$					???				
Tax & Fee Incentives										
Enterprise Zone State Tax Credits	$					$				
Recycling Zone State Tax Credits	$				$					

Administrative Tools

Planning Decisions
- Rezoning, special use options
- Streamlined, fast-track review

Enterprise Zones

Economic Development Office
- Coordinate ED Programs & Support Svcs
- Market Analysis
- Marketing & Information
- Ombudsman
- Business Attraction/Business Retention

Land Market Monitoring Systems

Indirect Facilitation Tools

Special Improvement Districts
- Localized Infrastructure Financing
- Stimulate Private Investment

Business Improvement Districts
- Marketing/Special Events
- Low-Cost Improvements
- Attract Customers to Incentivize Investment

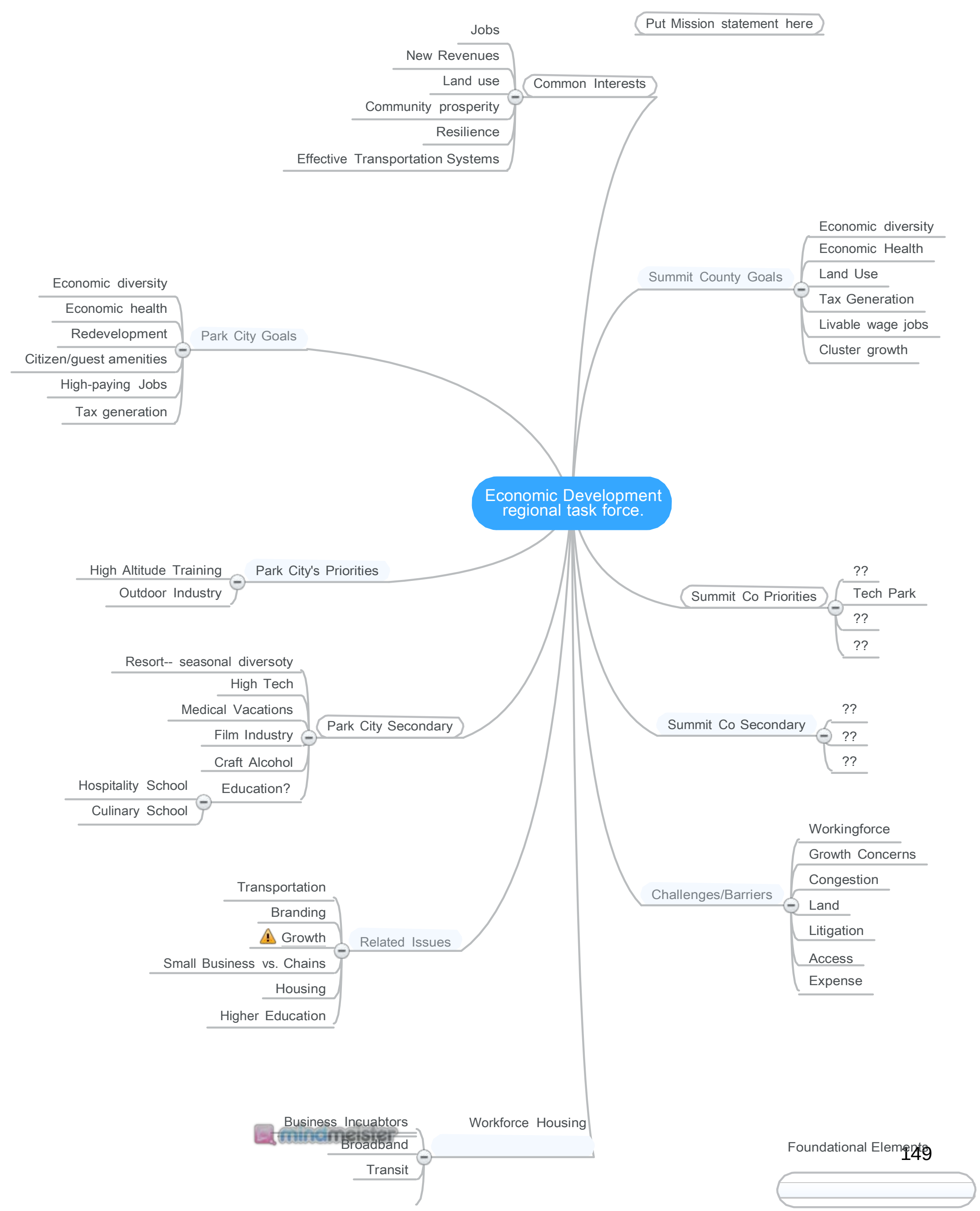
Special Taxing Districts(Convention Center???)
- General Assessment for Projects/Programs of Broad Benefit
- Stimulate Private Investment

Direct Financial Tools

Tax & Fee Incentives
- Property Tax Abatement
- Sales Tax Rebates
- Development Fee Waivers
- Clawbacks
- Enterprise Zone State Tax Credits
- Recycling Zone State Tax Credits

In-Kind Contribution
- Land Write-Downs/Trades
- Building Write-Downs

Exhibit I - Mind Meister Flow Chart



Administrative Tools

Planning Decisions
- Rezoning, special use options
- Streamlined, fast-track review

Enterprise Zones

Economic Development Office
- Coordinate ED Programs & Support Svcs
- Market Analysis
- Marketing & Information
- Ombudsman
- Business Attraction/Business Retention

Land Market Monitoring Systems

Indirect Facilitation Tools

Special Improvement Districts
- Localized Infrastructure Financing
- Stimulate Private Investment

Business Improvement Districts
- Marketing/Special Events
- Low-Cost Improvements
- Attract Customers to Incentivize Investment

Special Taxing Districts(Convention Center???)
- General Assessment for Projects/Programs of Broad Benefit
- Stimulate Private Investment

Additional Authorized Taxes
- Transient Room Tax
- Additional Resort Community Tax

Business Development Activity
- Business Information, Assistance & Training
- Business Incubator
- Workforce Training

Direct Financial Tools

Tax & Fee Incentives
- Property Tax Abatement
- Sales Tax Rebates
- Development Fee Waivers
- Clawbacks
- Enterprise Zone State Tax Credits
- Recycling Zone State Tax Credits

In-Kind Contribution
- Land Write-Downs/Trades
- Building Write-Downs
- Land Assembly (Eminent Domain)

Economic Development Grants

Tax Increment Financing

Direct Loans
- Low-Interest Mezzanine Financing
- Revolving Loan Funds
- Loan Guarantees

Private Activity Bonds
- Industrial Development Bonds
- Conduit Financing
- Exempt Facilities Bonds
- Qualified Redevelopment Bonds

State-Federal Grants/Loans
- CDBG
- Brownfields
- Utah Industrial Assitance Fund
- Community Economic Development Project Fund

City Council
Staff Report

PARK CITY 1884 PLANNING DEPARTMENT

Subject: General Plan
Author: Thomas Eddington, Planning Director
Kayla Sintz, Planning Manager
Date: December 5, 2013
Type of Item: Legislative - Discussion

The Planning Commission will be having their final meeting on the General Plan on Wednesday, December 11, 2013. At the November 21, 2013 City Council meeting, Council recommended working concurrently (on previously reviewed sections) with the Commission in order to meet the December 19, 2013 adoption date. Staff provided an updated Schedule in order to meet this deadline. The City Council held a special meeting on December 3, 2013 to discuss *Natural Setting*, *Sense of Community* and *Historic Character*.

Revised Schedule

December 3:	City Council: Discussion of *Historic Character, Sense of Community* and *Natural Setting* & public hearing
December 5:	City Council: Discussion of *Neighborhoods, Introduction* & public hearing
December 9:	Open House for the Public (4pm – 7pm in Chambers)
December 11:	Planning Commission: Discussion, public hearing & recommendation
December 12:	City Council: Overview, *Trends/Appendices* & public hearing
December 17:	Open House for the Public (Noon – 4pm in Planning Dept.)
December 19:	City Council: Public hearing & consider adoption

While staff recommends the City Council to vote and adopt the General Plan in December, Council may still come back in January and February to make modifications. Potential modifications would coincide with upcoming neighborhood area plans and Land Management Code changes as staff would expect this to be a living document with minor changes and edits to occur accordingly.

Background

The draft version of the General Plan was completed on March 27, 2013 and distributed to the Planning Commission and City Council for review and comments. Upon completion of the draft document, a joint City Council/Planning Commission meeting was held on May 16, 2013 to discuss Bonanza Park and long range planning and scheduling. A second joint meeting was held on May 30, 2013 and the CC/PC agreed to form a task force to review the draft document. As approved by the Planning Commission and City Council at the Joint Meeting, a Task Force was formed consisting of the Planning Director/Staff, City Attorney and two rotating Planning Commission members. Weekly meetings began in early June and were completed on schedule by the end of July. Each assigned task force member collected input from other PC and CC members prior to the designated meetings so they were not representing personal viewpoints.

Updated Task Force Policy Issues List

A complete list of policy issues for the entire General Plan will be handed out prior to the meeting. At the November 21, 2013 meeting the City Council requested a modification to the Policy List to include referenced page numbers of where the items have been incorporated in the new plan.

Staff Presentation

Neighborhoods

1 – Thaynes
2 – Park Meadows
3 – Bonanza Park & Snow Creek
4 – Prospector Square
5 – Resort Center
6 – Old Town
7 – Masonic Hill
8 – Lower Deer Valley
9 – Upper Deer Valley
10 – Quinn's Junction

General: Coversheet, Acknowledgments, Table of Contents & *Introduction*

Exhibits

Exhibit A: Draft, with markups, of *Neighborhoods*
Exhibit B: Draft, with markups, of *Introduction* Section

PARK CITY COUNCIL MEETING **DRAFT**
SUMMIT COUNTY, UTAH,
NOVEMBER 21, 2013

Work Session

Council questions and comments and Manager's Report

City Manager Foster introduced Ann Ober who has joined the City from Salt Lake City and will be working with Regional ties, Leadership program and environmental issues.

Council member Peek attended the Board of Adjustments meeting.

Council member Matsumoto attended the Summit Lands meeting stating they are doing great and had a great Live PC Give PC turn out

Council member Beerman attended the COSAC meeting and discussed the Risner Ridge item that will be brought before Council in the next few weeks. He also attended the Startup Ogden grand opening stating it was very neat.

Council member Simpson had nothing to report

Council member Butwinski attended the Economic development meeting stating they will be coming before Council on December 5th. He stated the Leadership evening was very fun. Also attended the HPCA meeting stating that Insa Riepen, Recycle Utah, made a pitch to Main Street businesses to carry the recyclable bags. Attended Planning Commission made significant progress on the General Plan. Also attended Startup Ogden and is eager to read the book they received about Startup communities.

Mayor Williams attended the Leadership night stating it was great. Council government (COG)

if the Cities and County planned together more roads could be completed. Mayor Williams is going to speak at a Debate competition in SLC on the ban of plastic bags topic . Mayor Williams was honored as Recycler of the Year from Recycle Utah.

Post Office Gang Boxes

Matt Cassel, City Engineer and Thomas Eddington, Planning Director presented the information on Post Office Gang boxes, stating this item has been before Council numerous times. Staff discussed the Post Office's meaning of deliverable stating that they will deliver to a point in the neighborhood such as a cluster or gang box.

Council member Peek stated he would like to see the post office boxes remain in the post office. He feels it is safer for the delivery people as well as the residents and it keeps the boxes out of the weather.

Council member Beerman suggested if the post office would not budge then could the city keep all the gang boxes in one location behind the post office creating a community gathering place.

Council members Simpson and Matsumoto voiced their opinions stating they felt gang boxes were inappropriate for Old Town.

Engineer Cassel stated that the City would have to maintain the locations and parking areas with snow & ice removal .

Many comments were made on how frustrated Council is with the Post Office.

City Attorney Harrington stated that this is decision is not motivated by malice, the post office is working to do their jobs efficiently. He counseled the Council to be pragmatic about the decision to work with a partnership.

Planner Eddington feels there is an argument made to health, safety and welfare.

Mayor Williams accepted public input on this subject.

Scott Petler- Empire Avenue- stated he has issues with the deliverable vs. non deliverable status. He also feels if the City goes to battle with post office the residents will suffer. He is also worried if the City does not allow the gang boxes then the residents will get locked out of the

Mayor Williams stated that he would like clarification from the post office on why they chose this area.

Jan Scott, resident, stated that Old Town is very fragile and would not like to see gang boxes.

Charlie Wintzer, resident, stated that the City should purchase the post office and rent out post office boxes, run a coffee shop and place affordable housing on the top two floors. He felt it would make a great hang out.

Puggie Holmgren, Park Avenue, stated she is concerned about keeping the historic feel of Old Town.

Council is frustrated with the Post Office and would like staff to continue to have discussions with the Post Office looking at other options than gang boxes and would also like to look at the code for Old Town being a historic district and gang boxes are not an approved structure.

Quarterly Goals

Jed Briggs, Budget Manager & Kory Kersavage, Budget intern, presented the changes updated from last week.

Council member Beerman stated that he would like to see the name and titles on the report for the sake of the public.

The Council then went line by line commenting on the goals of each of the following departments: Public Works, Library and Recreation.

General Plan Discussion

Council member Butwinski stated that the Planning Commission will have another opportunity to discuss the General Plan on December 11, 2013. Council member Beerman inquired if there was discussion with the Planning Commission to hold a special meeting on December 4th.

Planner Eddington stated that staff looked at that option and has decided to hold the December 11thmeeting for the additional look.

Council was concerned with the number of opportunities for public comment. Staff felt the schedule was tight but they would be sure to work with the community for public comment opportunities. Council concurred that they will be flexible with the deadlines but would like to see this current Planning Commission complete this monumental project.

Planner Eddington stated that this General Plan has incorporated the core values that were brought up during the 2009 Visioning session. Tonight Council will review the Small Town section. Staff has recommended eliminating the executive summary and by breaking the plan down by core values it makes the entire plan readable.

Council member Simpson thanked staff and the Planning Commission for their hard work.

Council discussed the task force policy issues, along with TDR's. City Attorney Harrington stated that Council needs to be direct with the language used and needs to be clear with the community and the Planning Commission.

Council concurred they are at an "it depends" stage. They continued to discuss language changes to clarify what they want to regulate.

City Attorney Harrington stated this is a blue print for the vision of Park City and the direction Council would like to go.

Regular Meeting

6:00 pm

I. ROLL CALL- Mayor & Council present

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council member Butwinski stated that the HPCA presented a survey with positive comments for a mostly great Main Street construction project.

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

There was no public comment.

IV. MINUTES FROM MEETING ON NOVEMBER 14, 2013

Council member Beerman moved to approve the meeting minutes for November 14, 2013 meeting.
Seconded by Council member Butwinski
Motion carried
Peek- Aye
Beerman-Aye
Simpson-Aye
Butwinski-Aye
Matsumoto- abstained

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

1. Consideration to Authorize the City Manager to enter into a contract in a form approved by the City Attorney with "Republic Services" for Municipal Solid Waste and Recycling Collection Services for the Commercial/Business sector within the Main Street area including Park City Municipal Buildings for an annual amount not to exceed $17,500 for City Facilities and $55,000 for HPCA Main Street area.

Council member Peek moved to authorize the City Manager to enter into a contract in a form approved by the City Attorney with "Republic Services" for Municipal Solid Waste and Recycling Collection Services for the Commercial/Business sector within the Main Street area including Park City Municipal Buildings for an annual amount not to exceed $17,500 for City Facilities and $55,000 for HPCA Main Street area.
Council member Simpson seconded.
Approved unanimously

VI. RESIGNATIONS AND APPOINTMENTS

1. Consideration of Planning Commission Appointments as new Planning Commissioners: Preston Campbell, Steve Joyce and John Phillips all with a 4 year term expiring July 2017

Council member Simpson moved to accept the Planning Commission appointments Preston Campbell, Steve Joyce and John Phillips all with a 4 year term expiring July 2017
Council member Butwinski seconded.
Approved unanimously

VII. NEW BUSINESS

Council member Peek moved to move item number 3 to item number 1.
Council member Simpson seconded.

Approved unanimously

3. Discussion of General Plan to include areas of Values, Goals, and Strategies

Mayor Williams opened the public hearing.

Jo Scott, resident, thanked Council for moving this item to the beginning of the agenda and for being sensitive to the holidays as a busy time for public input. She would like to see a complete, great document. She stated she sees conflict in the General Plan within the Thaynes 1 neighborhood. It raises a possibility for loop holes. Stating section 1.4 states Thaynes should remain a quiet neighborhood then 1.5 contradicts the quiet residential feel and goes against the HOA covenants. She also stated she has a meeting set up with the planning department to make sure her comments are incorporated.

Planner Sintz stated that Mrs. Scott also made public comments at the previous night's Planning Commission meeting and they will be addressed in the General Plan discussions.

Rob Sletten, Board of Directors for the HOA Thaynes 1, clarified the boundaries of Thaynes. He also stated that throughout the town there are a number of HOA's and the Planning Commission discussed the wording "where applicable". He is also concerned with proposed bus service feeling it would negatively impact their neighborhood. He thanked staff for the great effort they have put into the plan.

Brad Smith, President of the HOA Thanyes 1, stated that they only have two paragraphs in the entire plan and it has already created controversy. He feels if the City can identify the issues ahead of time it will be more effective.

Cindy Sharp, Aspen Springs Drive resident, requested more time for public comments and stated she felt the General Plan should not be in conflict with the CC&R's.

Mary Wintzer, resident, thanked the Mayor and Council for the thoughtfulness of the holiday season. She stated she feels the Planning Commission has made leaps and bounds with this General Plan. She would like to see a sense of community and neighborhoods. Would also like to see affordable housing put in appropriate areas. She is also concerned with putting more roads in a walkable town.

Mary Olshe, Holiday Ranch, stated that the HOA's need to be considered when writing a document. She knows this is a work in progress but urged the Council to go slow and watch for generalizations.

Bill Ligety, Aspen Springs, stated that what attracted them to the area were the strong CC&R's. He does not expect the City to enforce the CC&R's but does want to see the City undermining the CC&R's. He is concerned with the City not upholding the City's current code as is. He stated he feels the City is too wrapped up in affordable and workforce housing.

Council member Peek stated that a CC&R is a contract that can be stricter than the Land Management Code.

Council member Simpson moved to continue the public hearing to December 5, 2013
Council member Beerman seconded
Approved unanimously

1 Consideration of amending the Land Management Code of Park City, regarding existing Historic Structures and Building Height in the HRL, HR-1, HR-2, and RC Districts

Planner Francisco Astorga addressed the Council discussing the height of existing Historic Structures. The Planning Commission and staff have discussed the definitions of story and levels and clarified what could be allowed in a split level or a three story house. This amendment will be able to add an internal height up to 35 feet and will not touch the original 27 feet on natural grade; it also applies to the green roof aspect.

Council member Simpson is very pleased with this amendment and feels this is what Council wanted to begin with.

Council member Beerman inquired about the tandem garages referred to in the staff report. Planner Astorga stated that was a reference to the tandem garage in the 2009 amendment. It will not be affected by this amendment.

Mayor Williams opened the public hearing.

Ruth Meintsma, 305 Woodside, presented pictures of her concerns with visualized mass.

Mary Wintzer, 320 McHenry, stated she would like to see more analysis of the green roof.

Staff stated that they wanted to be able to provide the opportunity for a green roof.

Jack Thomas- speaking as a Planning Commissioner- stated that the Commission did address this issue and feels that a flat roof on a third story a will have a negative visual appeal rather than the pitched roof. The planning commission championed the flexibility of this amendment.

Council member Simpson would like to have the discussion to keep the flat roof green.

Mayor Williams stated that part of the amendment is to create diversity in architecture.

Council inquired about the difference between staff's recommendation and planning commission's recommendation.

Planning Director Eddington clarified staff's recommendation

Mike Sweeny, resident, wants to know how this amendment will fit with the RC zone (Recreational Commercial)

Planner Astorga stated that the draft ordinance only changes the single family and duplex sections. The recreational commercial properties would not be affected.

Ruth Meintsma, 305 Woodside, spoke again in favor of the amendment.

Mayor Williams closed the Public Hearing.

Council member Simpson asked for clarification on the ordinance.

Planner Astorga clarified the height of the green roof.

Council member Butwinski moved to approve with amendment by staff
Council member Simpson seconded
Approve unanimously

2. Consideration of an Ordinance amending Title 12, Sign Code, Chapter 4, Sign Standards, Section 12-4-4, Location on Building, of the Municipal Code of Park City P. 12-2

Planner Christy Alexander stated this would allow special exceptions to signage in the RC and RD zones approved by the Planning Director. This would only affect the resort related structures. Planner Alexander stated the Planning Commission looked at this item and had positive comments.

Council member Peek inquired about the lighting standards.

Planner Alexander stated that the lighting ordinance allows for upward or halo lighting and non reflective surfaces. Stated that the Planning Commission also looked at the lighting issue as well.

Council member Butwinski inquired about the appeal process and was concerned with no public notice requirement in the case of appeals.

City Attorney Harrington stated that in the instance where no public notice is required then it comes down to discovery and the time period for the appeal would begin when the appellant makes their appeal.

Mayor Williams opened the public hearing

Tom Bennett, attorney for the applicant St. Regis, recommended additional noticing alternatives and also stated that it can get complicated and in essence to seek a variance.

Mike Sweeny, resident, stated with respect to dealing with the Planning Director it is a very simple process and feels it would work great to give the planning director that authority. His only issue is that this amendment precludes the GC zone.

Mayor Williams closed the public hearing.

Council member Simpson approved with staff's amendment
Council member Butwinski seconded.
Approved unanimously

VIII. ADJOURNMENT

With no further business the meeting was adjourned.

MEMORANDUM OF CLOSED SESSION

The City Council met in a closed session at approximately 2:00 p.m. Member is attendance were Mayor Dana Williams, Alex Butwinski, Andy Beerman, Cindy Matsumoto, Liza Simpson and Dick Peek. Staff present were Diane Foster, City Manager; Mark Harrington, City Attorney; Thomas Eddington, Planning Director; Anya Grahn, Planner; Jonathan Weidenhamer, Economic Development Manager; Tom Dayley, Assistant City Attorney; Heinrich Deters, Trails & Open Space Manager; Nate Rockwood, Capital Budget Manager; Lori Collett, Finance Manager; Tommy Youngblood, Special Event; Tim Henney, Council member-elect. **Council member Beerman moved to close the meeting to discuss Property, Litigation, and Personnel. Council member Butwinski seconded. Motion carried.**

Council member Simpson moved to open the closed session. Council member Butwinski seconded. Motion carried.

City Council Staff Report

Subject: 2014 Annual Insurance Placements
Author: Lisa Rogers and Jody Morrison
Department: Legal and Executive Departments
Date: December 5, 2013
Type of Item: Administrative

Summary Recommendations:
Staff recommends Council authorize the following annual insurance premiums to fund the City's insurance placements for calendar year 2014:

1. **Public Entity Liability Insurance:** $137,252.00 to fund the annual premium to States Self-Insurers Risk Retention Group, Inc. ("States") for General Liability, Employment Practices Liability, Automobile Liability, Law Enforcement Liability, Public Officials Errors and Omissions Liability, and Potable Water Treatment Operations;

2. **Property and Boiler and Machinery Insurance:** $168,017.00 to fund the annual premium to Affiliated FM ("Affiliated");

3. **Workers Compensation Insurance:** $171,625.13 to fund the annual premium for our Workers Compensation Fund ("WCF"); and

4. **Cyber Liability Insurances:** $39,572.00 to fund the annual premium to Beazley Insurance Co.

5. **Commercial Crime Policy:** $3,600.00 ($10,800) to fund the annual premium to Travelers Insurance Company; the City will enter into a three-year (3) policy for (Public Officials Employee Dishonesty) which will be valid until January 1, 2017.

Topic/Description:
Renewing and updating Park City's annual insurance placements for calendar year 2014.

Background:
Park City is a self-insured municipality and required to renew its insurance coverage annually. Park City's exposures and risks are unique due to its world-class resort environment and extensive public services. City staff continues to promote and implement safety policies, procedures, prevention methodologies, and provides regular training so that risks are mitigated; this training has translated into cost savings for the City. Risk Management procedures also ensure that the city's assets, facilities and public property are protected, and that the employees, local residents, and tourists and visitors are provided a safe and enjoyable place to work and play.

On August 15, 2013, Council approved a new professional service agreement with Moreton & Company (Moreton) Insurance Brokerages Services for broker, and risk management, and consulting services. Since August, Staff and Moreton representatives met numerous times in an effort to evaluate and assess the City's annual liabilities and exposure.

Analysis:
Consistent with past practice, Moreton placed the city's Property, Boiler and Machinery, Workers Compensation Fund, and Cyber insurance needs out to bid. The following quotes and coverage limits were selected and deemed most beneficial to the City:

1. Public Entity Liability Insurance
Staff recommends renewing with States Self-Insurance Risk Retention Group with a premium of **$137,252.00**, occurrence/aggregate policy which includes renewing the Potable Water Treatment Operations that addressees the increased scope of the City's water operations and covers bodily injury, personal injury, or property damage arising directly or indirectly out of the sale and distribution of potable water by the Insured to others.

States Insurance Group is a member-owned company with policies written to address the unique exposures and operations of municipalities and related public entities. Park City has been a member of States for the past ten years.

2. Property, Boiler, and Machinery Insurance
Staff recommends renewing with Affiliated FM at a premium of $168,017, resulting in $115,616,439 policy limit. This reflects a premium increase of $56,662 over the previous year.

There are two primary causes:
a) The addition of the new Transit Housing facility, as well as city-owned property, new machinery and vehicles not included in last year's policy.
b) The increase and frequency of severe and catastrophic weather across the United States created an increase in the Earthquake and Flood premiums.

Affiliated FM is a "best-in-class" property insurer that distributes property insurance and engineering solutions through a network of partners. They value long-term partnerships that provide the realization of greater value by leveraging the skills of highly trained account engineers and production underwriters.

3. Workers Compensation Fund (WCF)
Staff recommends renewing our Worker Compensation Insurance at an annual premium of $171,625.13. This reflects an increase of $17,862.16.

There are three primary causes:
a) An increase in the National Council Compensation Insurance rates (the organization that gathers loss data by payroll classification and provides results to insurers):

a. Streets and Roads: +10.20%
b. Clerical +6.30%
c. Police +9.40%

b) Experience Modification Factor (E-Mod) increased from .81 to .88 (representing an 8.6% increase) and is solely based upon Park City's claims experience using three of the last four years of data. The City had high rates in worker's compensation claims in 2011 and 2012. *The .88 is a positive E-Mod; 12% below average (average is 1.00).*

c) Park City's liability coverage was increased to $1,000,000.

WCF is a non-profit mutual insurance company managed by a board of directors and is financed wholly by customer payments and investment income. Assets are owned by policyholders, which often result in dividends back to the owners.

4. <u>Cyber Liability</u>
Staff recommends purchasing Cyber Liability insurance from Beazley Cyber for the annual premium of $39,627. Cyber Liability insurance is becoming more relevant for organizations with sensitive information storage.

The Beazley liability premium provides the City with $5,000,000 worth of coverage against Cyber Extortion; $5,000,000 for Website Media; $1,000,000 for Regulatory Action; $500,000 for Crises Event Management; $50,000 for PCI Fines and Cost. The IT Department confirmed the City should secure cyber insurance protection.

Beazley is the parent company of specialist insurance businesses with operations in Europe, the US, Asia and Australia. Beazley manages five Lloyd's syndicates and, in 2012, underwrote gross premiums of $1,895.9 million.

Council granted approval of purchasing cyber coverage last December 2012 but quotes were not secured until June 2013. Purchasing half a year of coverage at a full premium rate of $53,000 was not cost effective.

5. <u>Commercial Crime Policy</u>
Staff recommends renewing the Commercial Crime Insurance Policy with Traveler's Insurance. This policy will cover: Employee Theft with $525,000 coverage, Blanket Forgery with $500,000 coverage; Money and Securities on Premises with $25,000 coverage; Money and Securities in Transit with $25,000 coverage and Computer Fraud with $500,000 coverage with an annual payment of $3,600.00. - (this will be a total of $10,800 for three years)

Other:

Environmental Insurance Coverage

The Sustainability Team is currently reviewing which city-owned areas and/or sites will need specific individual environmental insurance coverage or a blanket policy.

Department Review:
Staff and Moreton representatives reviewed the City's exposure and various options to protect the City in a responsible and appropriate manner. The Risk Management Team and the Legal Department consulted with various departments in order to obtain the most current, comprehensive city data (financial, payroll, fleet, transit, water, recreation, and safety programs), and discussed workers compensation insurance requirements with Human Resources, safety and training issues with the Emergency/Safety Manager, and Cyber with IT, in particular.

Alternatives:

Approve:
Approve the 2014 insurance placement premiums as presented.

Deny:
This is not recommended; excluding Crime, all other current insurance policies for the City will expire on December 31, 2013.

Continue the Item:
Continue the item and provide additional direction to staff. This alternative could, if prolonged, result in temporary lapses in the City's insurance coverage.

Do Nothing:
This is not recommended as stated under Deny Alternative.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?				+ Fiscally and legally sound + Well-maintained assets and infrastructure + Streamlined and flexible operating processes
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Neutral	Neutral	Neutral	Very Positive
Comments:				

Funding Source:

Sufficient funding exists for the 2014 insurance premiums.

Consequences of not taking the recommended action:

All current insurance policies for the City (except one - Crime) will expire on January 1, 2014. A prolonged delay could result in a lapse in insurance coverage.

Recommendation:

Staff recommends Council authorize the following insurance premiums for the 2014 City insurance placements, including Public Entity, Property, Boiler and Machinery, Worker's Compensation, Cyber that covers a one-year time period of January 1, 2014, to December 31, 2014 and Commercial Crime for a three-year (3) period from January 1, 2014 – January 1, 2017.

City Council
Staff Report

Subject: WATER CONSERVATION PORTAL AND MAILER
Author: Jason Christensen, Water Conservation/IT Coordinator
Department: Water
Date: December 5, 2013
Type of Item: Administrative

Summary Recommendations:
Staff recommends Council authorize the City Manager to execute a contract, in a form approved by the City Attorney, with Water Smart Software for a Water Use customer portal, mailed or emailed customer user report, and Utility dashboard.

Topic/Description:
Water Efficiency and Customer Engagement

Background:
At a work session meeting on December 20, 2012, Council supported using a portion of the Meter Reading Upgrade CIP budget to purchase a customer portal. It was anticipated that a Customer Portal would allow Park City water users to track their consumption, and identify leaks.

On March 21, 2013, staff issued an RFP for such a Customer Portal. Staff received four responses by April 22, 2013, and met to select a proposal. Staff was unsatisfied with the value represented by the various submittals. The Water Department's radio network was purchased from Sensus Corporation. Sensus Corporation submitted a proposal that represented the most promising Customer Portal. However, in reviewing the customer portal staff had a difficult time believing that many of our customers would visit the portal more than a handful of times. There was nothing driving people to visit the portal. Assuming a low adoption rate, the value represented by the Customer Portal proposal was limited.

In order to reduce costs to a point where staff felt the portal had value, staff decided to investigate purchasing a part of the Sensus solution and then building internally with our IT department a customer portal on top of the Sensus software. The part of the Sensus solution we were evaluating purchasing is also needed to improve our leak detection process. Because of the improved leak detection capabilities there was added value in this approach. Staff has been working with Sensus to determine a scope of work for this upgrade. Staff has also insisted that prior to purchasing any Sensus upgrade certain issues with our network be addressed.

At the same time, Staff from Water and IT met several time to discuss building our own customer portal. While having these discussions, water was approached by the WaterSmart Corporation. The WaterSmart Corporation is a Bay Area startup that has built a personalized water conservation platform. Staff had looked at their solution a year ago, but at that time they did not have the ability to share real time consumption data—i.e. a portal. Their upgraded software now features this product.

WaterSmart demonstrated their solution, and staff was impressed. Based on their presentation, staff decided to issue a new RFP for a customer portal. On October 14, 2013 staff issued a second RFP for a customer portal. On October 28, 2013 a selection committee comprised of Kyle MacArthur, Brenda Wilde, Jacob Johnson, and Jason Christensen met. Two proposals were reviewed. The first was from Civic Resource Group, the second was from WaterSmart Software. After discussion, the team unanimously selected the WaterSmart Software solution. While the Civic Resource Group demonstrated a high level of experience building software solutions, their proposal was to build a portal from the ground up. WaterSmart's proposal was to provide access to their already built solution. This provides Park City with certainty as to the product we are purchasing.

Analysis:
The cost for the WaterSmart deployment is $65,400 dollars for the first year of service. This includes integration of the system, deployment of a customer portal for single family residential users, building of a use portal for non-single family residential users (all users other than single-family users), a welcome letter, and six print or email home water use reports. The $65,400 will come out of an existing CIP budget. Future costs are estimated to be between $30,000 and $35,000 per year depending on how many customer convert to email delivery of the use reports. Staff is not currently requesting that Council commit to additional years. Staff will be submitting a bid in the Budgeting for Outcomes process to fund additional years. However, it should be noted that if future years are not funded, the value in the initial deployment is significantly diminished.

<u>What this service/software does:</u>

For Single Family Residential Customers:

- Will Receive a Welcome Letter
- Exhibit A—Print Home Water Report. Customer will receive a Print or Email Home Water Use Report. This is a report that will show a customer their water use, suggest conservation projects they could undertake, and compares them to their "neighbors" [Not their actual neighbors, but similar homes based on lots sizes, construction dates, and other variables.] The Print Version will also drive people to a personalized water conservation website. At the website, a customer can refine their profile. For example, they can chose to provide information on the number of people in the home, age of faucet, shower, etc. A customer can also mark which

conservation activities they have completed. The website also attempts to convert a customer from the print home water use report to the email home water use report. This will save Park City money, provide an email address to quickly contract customers, and drive people towards e-billing.

- Exhibit B—Real Time Tab. Customers will have access to a tab within the portal that shows close to real time consumption data for their home. This will allow customers to better manage their water use and give them an opportunity to avoid surprises from high water bills.

For All other Water Customers:

- Will Receive Welcome Letter

For the Utility:

- The Utility will receive a portal that will allow staff to review participation metrics, and see a copy of Single Family print or email Home Water Use Report for an individual user.

One feature that is not currently included is the ability for a customer to set a usage threshold, such as a certain number of gallons per month, and receive an alert as they are approaching this threshold. Staff has spoken with WaterSmart and they are interesting in adding this feature. Staff is hopeful that this will be added in a future version of the software.

One other related note, staff is still in discussions with Sensus to purchase an upgraded Meter Data Manager. This is the Sensus software that was discussed above, and is the software needed to improve our leak detection ability. Staff will keep that discussion active, but remains committed to resolving the existing radio network problems to staff's satisfaction prior to bring this item before Council.

Staff is excited about the WaterSmart software solution, as it accomplishes several things. First, it ensures that every Single Family Residential Account holder, over 80% of our customer base, understands how much water they are using. They will know how they are doing compared to their "neighbor." People will be encouraged to compete against their neighbor to reduce water usage. WaterSmart sees an average of 5% reduction in demand when their software is deployed.

Second, Single Family Residential Account holders who are interested can log into a website that provides recommended water saving actions. A rough estimate of how their water is being used will be provided. If a customer is interested, they may provide additional information that will refine the estimate of how their water is being used. A library of conservation suggestion will be available to the customer, and the customer may mark off those that have been completed.

Third, All account holders will have access to near real time consumption data. If they think their bill is too high, they can check online and see when water was used. If they think they have a leak they can check for continuous usage. If they are away from the property, they can make sure they didn't leave the sprinkler system on.

Fourth, the Utility can track participation in the program through the provided utility portal. In addition, our conservation programs will have a high profile, and we believe this will translate into added participation.

Fifth, this approach to water conservation is based on validated social science methods. Social science research has shown that utility utilization comparisons to neighbors are effective in reducing consumption. A recent TED talk discussed how utilizing behavioral science can lower your energy bill.[1]

Park City will be the only utility in Utah, and only the second outside of California deploying this approach to water efficiency.

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

Alternatives:

A. Approve:
Council could authorize the City Manager to execute a Contract, in a form approved by the City Attorney, with Water Smart Software, Inc., for their Software as a Service Water Smart Software and mailer in the amount of $65,400.00.

B. Deny:
Council could deny the request for the agreement.

C. Modify:
Council could modify the request for the agreement. Modifying the request will result in a delay to the project as the impacts of the requested modifications are evaluated.

D. Continue the Item:

[1] http://www.ted.com/talks/alex_laskey_how_behavioral_science_can_lower_your_energy_bill.html

[2] https://files.nyu.edu/ha32/public/research/Allcott%202011%20JPubEc%20-%20Social%20Norms%20and%20Energy%20Conservation.pdf

Council could continue the request for the agreement. Continuing the request could result in a delay to the project until key elements can be addressed.

E. Do Nothing:

Staff does not recommend this alternative. Staff believes that that a customer portal is consistent with Council's vision and conservation strategy.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?		+ Enhanced water quality and high customer confidence + Effective water conservation program + Adequate and reliable water supply + Reduced municipal, business and community carbon footprints		+ Fiscally and legally sound + Engaged and informed citizenry + Ease of access to desired information for citizens and visitors
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Neutral	Very Positive	Neutral	Very Positive
Comments:				

Recommendation:

Staff recommends Council authorize the City Manager to execute a contract, in a form approved by the City Attorney, with Water Smart Software for a Water Use customer portal, mailed or emailed customer user report, and Utility dashboard.

Exhibits:

EXHIBIT A: Print Home Water Report

EXHIBIT B: Customer Portal

EXHIBIT C: Utility Dashboard

EXHIBIT A – PRINT HOME WATER REPORT

Utility Logo Here

123 Marn St., an Hancrsco, CA 94!>6/
Il1. 22L..S.S.S3
nfo@utr lrty_name.com
www. utility-
website.com

Report Period:
August 1, 2013 - September 31, 2013

YOUR HOME WATER REPORT

THIS IS AN INFORMATIONAL REPORT, NOT A BILL.

SERVICE ADDRESS. 4030 Ct=:)<H Chdve" St., Sdn Fld!lciscu
ACCOUNT NUMBER 12387312401

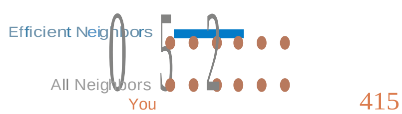
SIGN UP TO GO PAPER LESS:
U-IUTV. WATERINSIGHT.COM

Blair Jones
123 Van Ness St.
San Francisco, CA 94121

Your Water Score

This period your water use was
much higher than average.

Water Usage
Gallons Per Day (GPD)



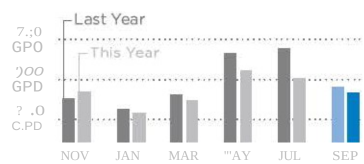
Keep Your Streak Going!

Nice work. You've reduced use for 3 repor t. in a row! Keep it up by laking a new wa er-savng action today.

J;l http://utllity.waterInslght.com

Your Use Compared to Last Year

During this period, you used 10% less water than the same penod last year.



Recommended Actions For Your Home

We assume ycur home ras 2 occupants and a large outdoor area. Log on to correct us!

Potential Savings If You:

Log On

Go online tor step-by-step guid11nce and even more ways to save!

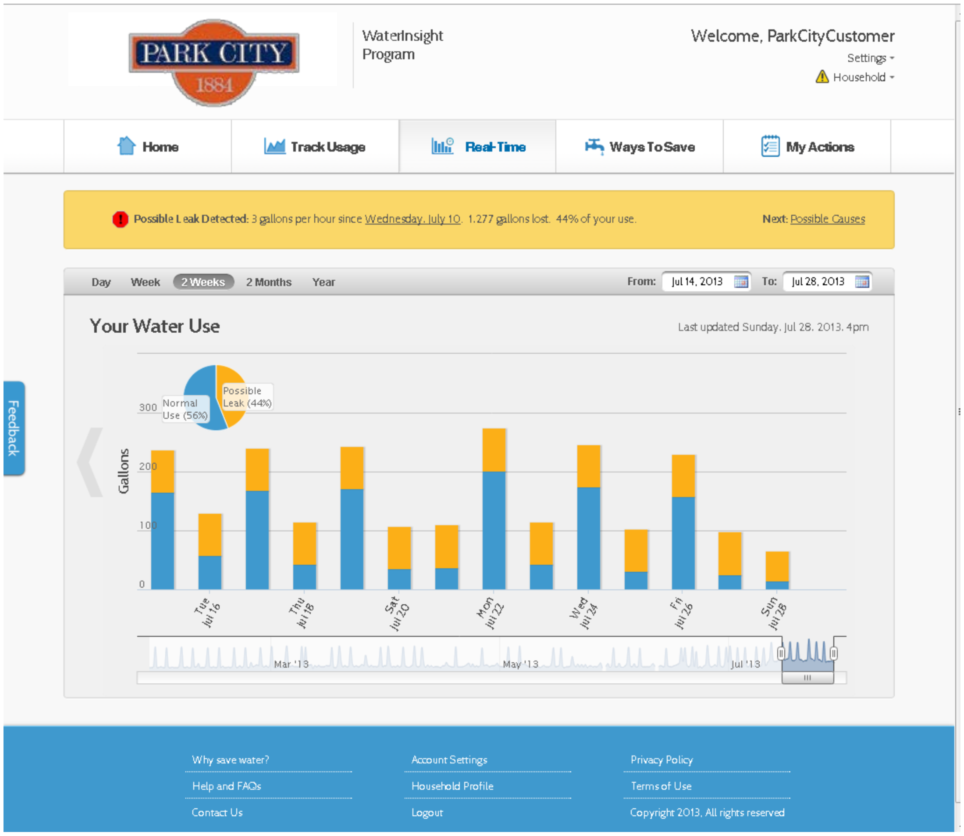
http://utility.wateri nsight.com

Registration Code: XYTRTY
Zip Code: 94043

A free servi ce offered by your water utility.

EXHIBIT B — CUSTOMER PORTAL

Real Time Tab



Home Tab

Track Usage Tab

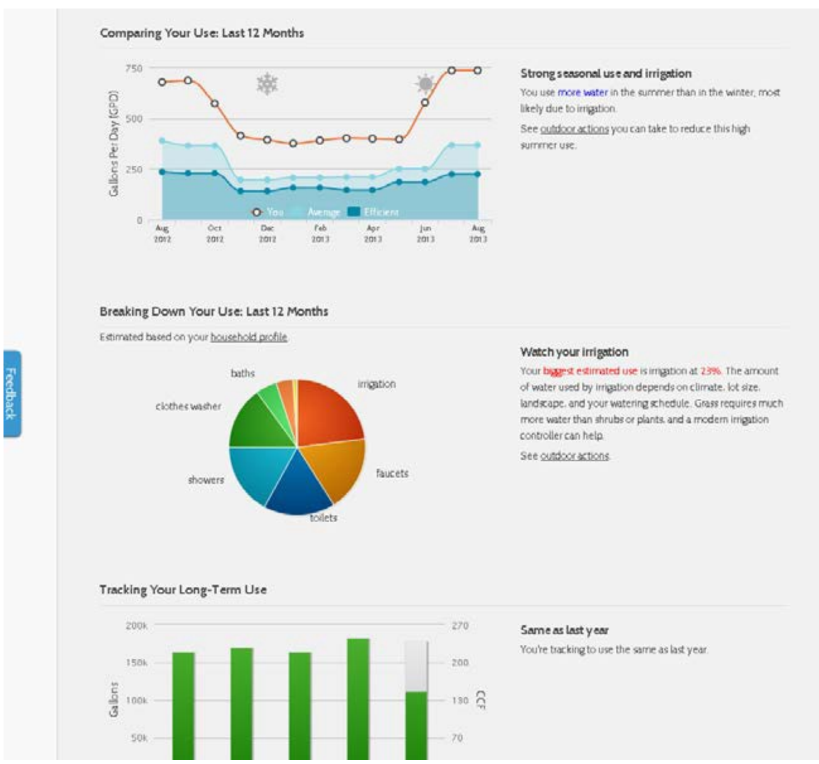
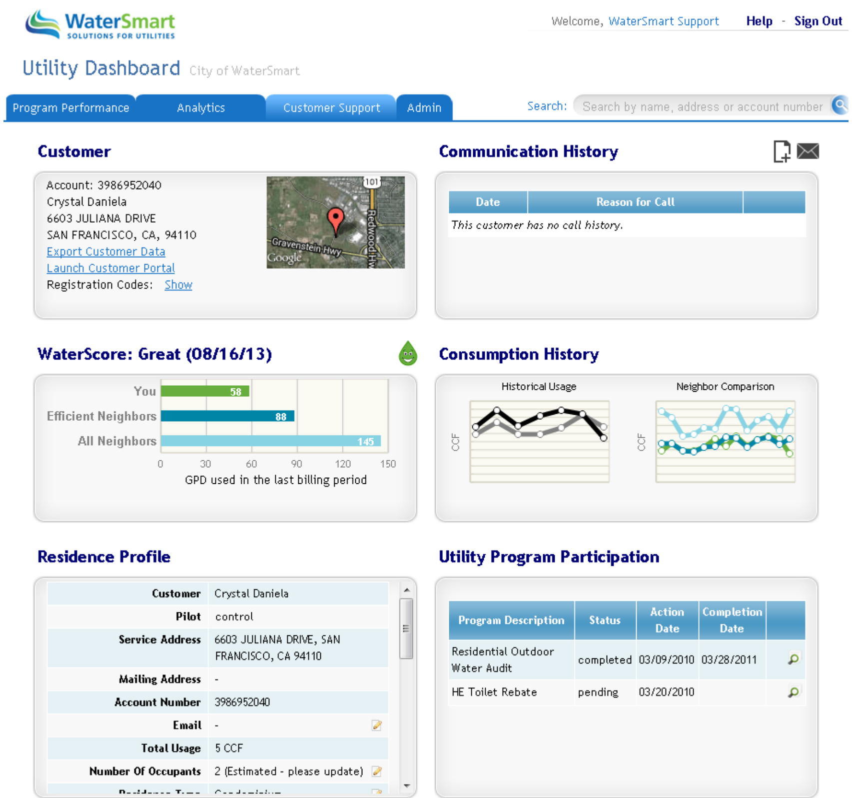


EXHIBIT C — UTILITY DASHBOARD



City Council Staff Report

Subject:	**Park City Film Studio Amendment to Phasing Plan**
Date:	**December 5, 2013**
Project #:	**PL-13-02115**
Type of Item:	**Administrative**

Summary Recommendations:
Staff recommends the City Council review and approve an amendment to the Phasing Plan (for construction and parking) for the Park City Film Studio (aka Quinn's Junction Partnership (QJP) Annexation).

Description:

Project Name:	Park City Film Studio (aka QJP Annexation and MPD Development Agreement)
Project Planner:	Kirsten A Whetstone, Senior Planner
Applicant:	Sahara Construction for the Park City Film Studio, owner's representative
Owner:	Quinn's Junction Partnership LLC
Location:	4001 Kearns Blvd at the intersection of US 40 and SR 248
Proposed Zoning:	Community Transition (CT).
Adjacent Land Uses:	Dedicated open space, Quinn's Sport's Complex, Park City Ice Arena, US 40, Richardson's Flat, Park City Heights MPD, National Ability Center, IHC Hospital, USSA Building, Summit County Health Department, Park City Clinics, and industrial uses in unincorporated Summit County.
Proposed Uses:	Film Studio and support uses

Background:
On May 12, 2012, the Park City Council adopted Ordinance 12-12 (Exhibit A) annexing the 29 acre Quinn's Junction Partnership (QJP) property into Park City. The Ordinance also identified zoning for the property as Community Transition (CT), with a Regional Commercial Overlay designation (RCO).

As part of the Annexation approval, a Development Agreement (Exhibit B) was executed by the Mayor on May 24, 2012, and recorded at Summit County with the final Annexation plat. The Master Planned Development Agreement identifies restrictions and development parameters, including phasing, for construction of the film studio campus, 100 key hotel, and support uses as further defined in the Agreement and consistent with the January 17, 2012 Annexation Agreement, a pre-Annexation Agreement between the City and the property owner.
Conditions of Approval of the Development Agreement require approval of an Administrative Conditional Use Permit prior to obtaining a building permit for

construction related to the Master Planned Development Plan. The applicant is in the process of filing an application for an Administrative Conditional Use Permit.

Analysis:

Construction Phasing

Phasing of this large Film Studio campus was discussed in detail during the Annexation and Master Planned Development review process. Phasing of buildings was generally identified in the Development Agreement and depicted in “Exhibit G” to the Agreement (attached to this report as Exhibit C). A high level of importance was placed on construction and completion of a sound stage as part of the initial phase of construction. It was also intended that support buildings for the Sound Stage (such as offices, media, and other technical functions) would be constructed prior to construction of the hotel and support commercial/retail uses.

Approved Phase 1 consists of Building 7A (workshop uses), a portion of Building 7 (sound stages), the main entrance, and associated parking, as depicted on the overlay Exhibit E. The intent was to follow this construction with additional sound stages (Building 7 and 7B) along with offices, media, and technical support (Buildings 6, 6A, and 8) with associated parking, as needed.

On October 28, 2013, the owner’s representative submitted a request for an amendment to the approved Phasing Plan for construction of the Film Studio campus (Exhibit D). The applicant requests that Exhibit G of the Development Agreement be amended to “more accurately depict the initial construction phasing”. As noted in the applicant’s explanation, there is a desire to “build a larger first phase, with sub-phases shown to conform to the expected construction progression.”

The Development Agreement states: “Any major modifications or elaborations to the approved Phasing Plan must be approved by the City Council prior to the commencement of construction of the applicable phase.”

Proposed amended Phase 1 is broken into three sub-phases (1-A, 1-B, and 1-C) as depicted on the proposed phasing plan (Exhibit D). Phase 1-A consists of all of Buildings 7 and 7A (all Sound Stages), associated parking and the main entrance. If amended, the phasing plan would then identify Buildings 8 and Building 6 and 6A to follow, with associated parking.

Staff finds that this amended Phase 1 plan is consistent with the Settlement Agreement and the Development Agreement. Council’s primary concern was ensuring that at least one studio/sound stage was in the first phase, since all other uses were secondary and support for the studio, and the studio use was the primary focus in determining the settlement density.

Additionally, parking, landscaping, berms along State Road 248, and fencing are required to be phased consistent with construction phasing, with final details to be provided with the Administrative Conditional Use Permit application. With the amended phasing plan Staff anticipates details regarding phasing of parking, landscaping, berming, and fencing to continue to be consistent with requirements of the Development Agreement.

Construction Timeframe:

The following timeframe for construction was submitted by the applicant as a tentative timeline for construction.

- Phase 1a – Buildings 7, 7a, 7b, 9 – beginning in April 2014 and ending November 2014
- Phase 1b – Building 8 – beginning June 2014 and ending November 2014
- Phase 1c – Buildings 6, 6a – beginning August 2014 and ending April 2015

The applicant also indicated that their client would like to start construction on Phase 1a as soon as possible in order to be prepared for a production the middle of next year. They are working on obtaining all of the information in order to expedite the process.

Parking Phasing

Staff requests discussion of one item regarding phasing of parking as identified in condition of approval #14 of the Ordinance. This condition requires a parking phasing plan to be submitted with the Administrative Conditional Use permit application for approval by the Planning Department and requires further parking analysis for each phase of construction to ensure that only essential paving/parking is provided for each phase. The last sentence of the conditions states "The final phase of parking area on Exhibit F (*of the Ordinance*) pg. 33 (farthest north/east lot) and any un-striped temporary parking shall contain a permeable surface area system."

To comply with the intent of the Annexation and Development Agreement regarding minimizing pavement and storm water run-off, staff recommends a Condition of Approval that the northern 50 parking spaces identified as part of Phase 1a shall utilize a permeable paving system incorporated with the northern storm water detention area, or an alternative final phase of parking, consisting of a minimum of 50 parking spaces, shall be identified prior to issuance of building permits for Phase 2 and this parking area shall utilize a permeable paving system.

Department Review:
The application has been reviewed by the Development Review Committee. The Committee raised issues regarding utility phasing, UDOT permission for proposed off-site storm water detention north of the property and the off-site landscaping and berming, and requirements for the final phase of parking to be installed with a permeable surface.

Alternatives:
Pursuant to the to the approved Annexation Ordinance and Development Agreement that outline requirements for phasing of construction of buildings and parking for the Park City Film Studio, Council alternatives include the following:

A. Approve the Request:
Approve the proposed amendments to the Phasing Plan as described and conditioned. This is staff's recommendation.
B. Deny the Request:
Deny the proposed amendments to the Phasing Plan as presented.
C. Modify:
The City Council may modify the approval of this application, approving amendments to only the building phasing or only the parking phasing as described or as modified by Council at the meeting.
D. Continue the Item:
City Council may continue the discussion in order to receive additional information.
E. Do Nothing:
Doing nothing is the same as a denial of this request.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination **(Economic Impact)**	**Preserving & Enhancing the Natural Environment** **(Environmental Impact)**	**An Inclusive Community of Diverse Economic & Cultural Opportunities** **(Social Equity Impact)**	**Responsive, Cutting-Edge & Effective Government**
Which Desired Outcomes might the Recommended Action Impact?	+ Varied and extensive event offerings + Unique and diverse businesses	+ Effective water conservation program	+ Jobs paying a living wage + Skilled, educated workforce	
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Positive ⇧	Neutral ⇔	Neutral ⇔	Neutral ⇔
Comments:				

As conditioned there are no significant impacts.

Funding Source:
This is a privately funded project.

Consequences of not taking the recommended action:
Phasing of the Film Studio project will proceed as originally phased.

Recommendation:
Staff recommends the City Council review and discuss a request for an amendment to the approved Phasing Plan (for construction and parking) for the Park City Film Studio (aka Quinn's Junction Partnership (QJP) Annexation) and consider approving the request according to the following Findings of Fact, Conclusions of Law, and Conditions of Approval.

Findings of Fact

1. On May 12, 2012, the Park City Council adopted Ordinance 12-12 (Exhibit A) annexing the 29 acre Quinn's Junction Partnership (QJP) property into Park City.
2. As part of the Annexation approval, a Development Agreement (Exhibit B) was executed by the Mayor on May 24, 2012, and recorded at Summit County with the final Annexation plat.
3. The Master Planned Development Agreement identifies restrictions and development parameters, including phasing, for construction of the film studio campus, 100 key hotel, and support uses as further defined in the Agreement and consistent with the January 17, 2012 Annexation Agreement, a pre-Annexation Agreement between the City and the property owner.
4. Phasing of this large Film Studio campus was discussed in detail during the Annexation and Master Planned Development review process.
5. A high level of importance was placed on construction of a sound stage as part of the initial phase of construction. It was intended that support buildings for the Sound Stage (such as offices, media, and other technical functions) would be constructed prior to construction of the hotel and support commercial/retail uses.
6. Approved Phase 1 consists of Building 7A (workshop uses), a portion of Building 7 (sound stages), the main entrance, and associated parking, as depicted on the overlay Exhibit E.
7. On October 28, 2013, the owner's representative submitted a request for an amendment to the approved Phasing Plan for construction of the Film Studio campus (Exhibit D). The applicant requests that Exhibit G of the Development Agreement be amended to "more accurately depict the initial construction phasing". As noted in the applicant's explanation, there is a desire to "build a larger first phase, with sub-phases shown to conform to the expected construction progression."
8. Proposed amended Phase 1 is broken into three sub-phases (1-A, 1-B, and 1-C) as depicted on the proposed phasing plan (Exhibit D). Phase 1-A consists of all of Buildings 7 and 7A (all Sound Stages), associated parking and the main entrance. If amended, the phasing plan would then identify Buildings 8 and Building 6 and 6A to follow, with associated parking.
9. Parking, landscaping, berms along State Road 248, and fencing are required to be phased consistent with construction phasing, with final details to be provided with the Administrative Conditional Use Permit application.
10. Condition of Approval #14 of the Annexation Ordinance requires a parking phasing plan to be submitted with the Administrative Conditional Use permit application for approval by the Planning Department and requires further parking analysis for each phase of construction to ensure that only essential paving/parking is provided for each phase.
11. The last sentence of the Condition of Approval #14 conditions states "The final phase of parking area on Exhibit F (*of the Ordinance*) pg. 33 (farthest north/east lot) and any un-striped temporary parking shall contain a permeable surface area system."
12. The proposed amended phasing plan includes this farthest north/ease parking area as part of the first phase of construction (Phase 1-A).

13. A storm water detention area is identified to the north of this north/east parking lot, with a portion of the detention area identified on UDOT property to the north of the QJP property.
14. The following timeframe for construction was submitted by the applicant as a tentative timeline for construction:

- Phase 1a – Buildings 7, 7a, 7b, 9 – beginning in April 2014 and ending November 2014
- Phase 1b – Building 8 – beginning June 2014 and ending November 2014
- Phase 1c – Buildings 6, 6a – beginning August 2014 and ending April 2015

Conclusions of Law

1. The revised phasing plan is consistent with the January 17, 2012, Annexation Agreement and the May 24, 2012 Development Agreement.

Conditions of Approval:

1. All conditions of approval of the QJP Annexation and Master Planned Development continue to apply.
2. A subdivision plat shall be recorded at Summit County prior to issuance of any building permits for construction of the Buildings.
3. UDOT approval is required for the off-site storm water detention facility proposed north of the property at the US40/SR 248 intersection.
4. A certificate of occupancy for the first film studio building, which is referred to as Building 7 on the master plan, shall be issued by the Park City Building Department prior to requesting a certificate of occupancy for Building 8.
5. To comply with the intent of the Annexation and Development Agreement regarding minimizing pavement and storm water run-off, the northern 50 parking spaces identified as part of Phase 1-a shall utilize a permeable paving system incorporated with the northern storm water detention area, or an alternative final phase of parking, consisting of a minimum of 50 parking spaces, shall be identified prior to issuance of building permits for Phase 2 and this parking area shall utilize a permeable paving system.

Exhibits

Exhibit A- Development Agreement (minus Exhibits)
Exhibit B- Annexation Ordinance
Exhibit C- Approved Phasing (Exhibit G of the Development Agreement)
Exhibit D- Proposed Phasing and applicant’s description
Exhibit E- Overlay of proposed and approved Phasing plans
Exhibit F- Exhibit F of the Annexation Ordinance - phased parking

DEVELOPMENT AGREEMENT FOR THE QUINN'S JUNCTION PARTNERSillP ANNEXATION MASTER PLANNED DEVELOPMENT PARK CITY, SUMMIT COUNTY, UTAH

EXHffiiT A

This Development Agreement is entered into as of this 24th day of May, 2012, by and between QUINNS JUNCTION PARTNERSHIP ("Developer"), as the owner and developer of certain real property located in Park City, Summit County, Utah, on which Developer proposes the development of a project known as the Quinn's Junction Partnership Annexation Master Planned Development, and PARK CITY MUNICIPAL CORPORATION, a municipality and political subdivision of the State of Utah ("Park City"), by and through its City Council.

RECITALS

A. Developer is the owner of approximately 29 acres of real property located in Park City, Summit County, Utah, which real property is more particularly described on Exhibit A attached hereto and incorporated herein by reference, and which real property is depicted on the site plan attached hereto as Exhibit D and incorporated herein by reference (the "Property").

B. As a compromise of claims and in settlement of litigation, Summit County recognized that the property in question has a vested development right to commercial uses.

C. Developer obtained these vested rights for a commercial project now known as ''Quinn's Junction Partnership Annexation Planned Development'' wherein, the parties agreed to settle long standing differences in return for recognition for a commercial use of the property in question. The Settlement Agreement is attached hereto as Exhibit B.

D. Developer and Park City also entered into an Annexation Agreement wherein Park City recognized the property has vested development rights to the commercial uses, densities, and configuration as part of a motion picture studio and media campus as stated in the Settlement Agreement described in Recital B. A copy of the Annexation Agreement is attached hereto as Exhibit C.

E. Based on a further agreement between developer and Park City with the consent of the County, Developer applied to build a mixed use development on the Property consisting of a Motion Picture Studio and Media Campus, ancillary and support commercial and lodging (the "Film Studio").

F. Developer obtained Park City approval for the development on the Property of a mixed use hotel and corrunercial project known as the Quinn's Junction Partnership Annexation Master Planned Development (the ''Master Planned Development Approval"), as more fully described in the incorporated Approval Documents (hereinafter defmed) and as set forth below (the ''Project'').

G. Park City requires development agreements under its Park City Land Management Code ("LMC") for all Master Planned Developments.

H. Park City determined that, subject to the terms and conditions of this Development Agreement, Developer complied with the applicable provisions the Land Management Code ("LMC") as provided in the Settlement Agreement and Annexation Agreement, and has found that the Project is consistent with the purpose and intent of the relevant provisions of the LMC, as limited by the Annexation Agreement.

I. Following a lawfully advertized public hearing, Park City, acting pursuant to its authority under Utah Code Ann., Section 10-9-101, *et seq.,* and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, elected to approve this Development Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and considerations as more fully set forth below, Developer and Park City hereby agree as follows:

1. <u>Project Conditions:</u>

1.1. The (i) Findings of Fact, Conclusions of Law and Conditions of Approval dated May 24, 2012, attached hereto as Exhibit E, and (ii) Film Studio Master Planned Development, prepared by IBI, dated May 24, 2012, attached hereto as Exhibit F, together with related documents attached thereto, are hereby incorporated herein by reference (the "Approval Documents") and shall govern the development of Project, subject to the provisions of the January 17th, 2012 Annexation agreement including the vested rights of 374,000 gross sq. ft of development of Motion Picture and Media Campus and any modifications specifically set forth in this Development Agreement. The Project is located in the Community Transition (CT) Zoning District, with a Regional Commercial Overlay (RCO). Development Application for an Administrative Conditional Use Permit and a Park City Building Department building permit are required prior to the commencement of any construction in connection with the Project and shall be processed and granted as set forth in this Development Agreement

1.2. Developer agrees to pay the then-current impact fees lawfully imposed and as uniformly established by the Park City Municipal Code at the time of permit application, whether or not state statutes regarding such fees are amended in the future, unless otherwise made unlawfuL

1.3. Developer and its successors agree that the following are required to be entered into and approved by Park City prior to the issuance of a Building Permit: (a) a construction mitigation plan; (b) a utility plan; (c) a storm water plan; (d) a grading plan; and (e) a Landscape plan in compliance with condition of approval #5 of the MPD approval and the Annexation agreement. Approvals by Park City shall not be unreasonably withheld.

1.4 Development Applications.

1.4.1 Development applications shall be approved by the City within a reasonable time if they comply with the January 17, 2012 Annexation Agreement, City's vested rights Laws and conform to this Development Agreement.

1.4.2 City's Denial of a Development Application. Assuming Annexation is approved, if the City denies any Development Application, the City shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the City believes that the Development application is not consistent with this MPD and/or the City's vested rights laws.

1.4.3 Meet and Confer regarding Development Application Denials. The City and Applicant shall meet within fifteen (15) business days of a denial to resolve the issues specified in the denial of a Development Application.

1.4.4 City Denials of Development Applications Based on Denials from Non-City Agencies. If the City's denial of a Development Application is based on the denial of the Development Application by a non-city agency, Developer shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below.

1.4.5 Mediation of Development Application Denials.

1.4.5.1 Issues Subject to Mediation. Issues resulting from the City's denial of a Development Application shall be mediated.

1.4.5.2 Mediation Process._If the City and Applicant are unable to resolve a disagreement subject to mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the issue in dispute. If the parties are unable to agree on a single acceptable mediator, they shall each, within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant shall pay the fees of the chosen mediator. The chosen mediator shall within fifteen (15) business days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding of the parties.

1.4.6 Parcel Sales. The City acknowledges that the precise location and details of the public improvements, lot layout and design and any other similar item regarding the development of a particular parcel may not be known at the time of the sale of a parcel. Developer may obtain approval of a subdivision that does not create any individually developable lots in the parcel without being subject to any requirement in the City's vested laws to complete or provide security for any public infrastructure at the time of such subdivision. The responsibility for completing and proving security for completion of any public infrastructure in the parcel shall be that of the developer or subdeveloper upon a subsequent re-subdivision of the parcel that creates individually development lots, or any building permit application, whichever occurs first.

1.5 Developer is responsible for compliance with all local, state and federal regulations regarding the soils and environmental conditions on the Property. Furthermore, Developer is responsible for receiving any required Army Corp of Engineer Permits related to the riparian zone of Silver Creek if it is required.

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2. Master Plan Approval and Reserved Legislative Powers

2.1 MPD. Subject to the provisions of this Development Agreement, Developer is hereby granted the right by Park City, to develop and construct the Project in accordance with the general uses, densities, massing, intensities, and general configuration of development approved in the January 17, 2012 Annexation Agreement, this Development Agreement, in accordance with, and subject to the terms and conditions of the Approval Documents, and subject to compliance with the other applicable ordinances and regulations of Park City. Both parties acknowledge the Site Plan attached as Exhibit D and the Approval Documents supersede and replace the Site Plan attached as Attachment A to the Annexation Agreement.

2.2 If the Developer acquires any additional property contiguous to the Property and located within the bounds of Park City or the City Annexation Declaration area, then Developer may petition to annex or apply to add such future property within this Development Agreement . Park City will reasonably process and consider such petition or application in accordance with applicable state law and the Land Management Code in effect at that time.

2.3 Reserved Legislative Powers. Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the power of the City to enact legislation under the police powers vested in a city such exercise of power through legislation shall only be applied to modify land use and zoning regulations which are applicable to the Project in conflict with the tenns of this Development Agreement based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the Project and terms and conditions of this Development Agreement under the above specific limitations and applicable to the Project shall be of general application to all development activity in the City of Park City; and, unless Park City declares an emergency, Developer shall be entitled to the required notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine. Nothing in this section shall limit the future legislative amendment of more specific ordinances or codes for which the Developer does not yet have a vested right, and except as otherwise provided in this agreement, will not vest until such time as a complete application is filed in conformance with the applicable code(s), including but not limited to: building and energy, lighting, sign and subdivision codes.

2.4 Application Under City's Future Laws. Without waiving any rights granted by the January 17, 2012 Annexation Agreement, or this Development Agreement, Developer may at any time choose to submit a Development Application for some or all of the Project under the City's Future Laws in effect at the time of the Development Application. Any Development Application filed for consideration under the City's Future Laws shall be governed by all portions of the City's Future Laws related to the Development Application so applied for. The election by the Developer at any time to submit a Development Application under the City's Future Laws shall not be construed to prevent Developer from relying on prior Development Applications or the City's Vested right Law as they pertain thereto.

3. General Terms and Conditions.

3.1 Term of Agreement. The Master Planned Development is subject to Section 15-6-4 (H) of the Land Management Code. Unless a delay is a result of delay of process by the City for a complete, pending application, a building permit for the first phase of the Project must be approved within two years of the execution of this Development Agreement.

3.2 Binding Effect: Agreement to Run With the Land. This Development Agreement shall be recorded against the Property as described on Exhibit A hereto, and shall be deemed to run with the land provided it remains effective and shall be binding on all successors and assigns of Developer in the ownership or development of any portion of the Property.

3.3 Provision of Municipal Services. Except as otherwise provided in the Annexation Agreement, Park City shall provide all City services to the Project that it provides from time-to-time to other residents and properties within the City including but not limited to police and other emergency services. The services shall be provided to the Project at the same level of services, on the same terms, and at the same rates as provided to other residents and properties in the City or applicable service district.

3.4 Assignment. Neither this Development Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Development Agreement and without the prior written consent of the City directed to the City Recorder, which consent shall not unreasonably withheld. Any such request for assignment may be made by letter addressed to the City and the prior written consent of the City may also be evidenced by letter from the City to Developer or its successors or assigns. If no response is given by the City within 14 calendar days following Developer's delivery of a request for consent, the City consent will deemed to have been granted. This restriction on assignment shall not prohibit or impede the sale of parcels of fully or partially improved or unimproved land by Developer prior to construction of buildings or improvements on the parcels, with Developer retaining all rights and responsibilities under this Development Agreement.

3.5 No Joint Venture. Partnership or Third Party Rights. This Development Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto, nor any rights or benefits to third parties.

3.6lntegration. Except vested rights granted by Summit County to developer in consideration of the dismissal of litigation against the County and recognized by the City in the Annexation Agreement, this Development Agreement and the Approval Documents collectively contain the entire agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

3.7 Severability. If any part or provision of this Development Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Development Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Development Agreement shall be deemed invalid due its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

3.8 Attorney's Fees. If either party commences litigation regarding this Development Agreement, any of the Exhibits hereto or the Approval Documents, the prevailing party, as determined by a court of competent jurisdiction, shall be entitled to reasonable attorney's fees and all costs paid by the other party.

3.9 Minor Administrative Modification. Minor, immaterial administrative modification may occur to the approvals contemplated and referenced herein without revision of this Development Agreement. These include but are not limited to changes in building configuration to accommodate tenants so long as the square footage, general location and uses are consistent with what is vested herein.

3.10 No Waiver. Failure to enforce any rights under this Development Agreement or applicable laws shall not be deemed to constitute a waiver of such right.

3.11 Default.

3.11.1 Notice. If Developer or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a Default has occurred shall provide Notice to the other party. If the City believes that the Default has been committed by a subdeveloper, then the City shall also provide a courtesy copy of the Notice to Developer.

3.11.2 Conten ts of the Notice of Default. The Notice ofDefault shall:

3.11.2.1 Specific Claim. Specify the claimed event of Default;

3.11.2.2 Applicable Provisions. Identify with particularity the provisions of any applicable law, rule, regulation, or provision of this Development Agreement (including exhibits) that is claimed to be in Default;

3.11.2.3 Materiality. Identify why the Default is claimed to be materials; and

3.11.2.4 Optional Cure. If the City chooses, in its discretion, propose a method and time for curing the Default which shall be of no less than sixty (60) days duration.

3.11.3 Meet and Confer; Mediation. Upon the issuance of a Notice of Default the parties shall engage in the "Meet and Confer" and "Mediation" processes specified in Sections 1.4.3- 1.4.5.

3.11.4 Remedies. If the parties are not able to resolve the Default by "Meet and Confer" or by Mediation, then the parties may have the following remedies:

3.11.4.1 Law and Equity. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief, specific performance and/or damages.

3.11.4.2 Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

3.11.4.3 Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by the Developer, or in the case of a default by a subdeveloper, development of those Parcels owned by the subdeveloper until the Default has been cured.

3.11.5 Public Meeting,. Before any remedy in Section 3.11.4 may be imposed by the City, the party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the Claimed Default.

3.11.6 Emergency Defa ults. Anything in this Development Agreement notwithstanding, if the City Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City, then the City may impose the remedies of Section 3.11.4 without the requirements of Section 3.11.5. The City shall give Notice to the Developer and/or any applicable subdeveloper of any public meeting at which an emergency default is to be considered and the Developer and/or any applicable subdeveloper shall be allowed to address the City Counsel at that meeting regarding the claimed emergency Default.

3.11.7 Extended Cure Period. If any Default cannot be reasonably cured within sixty (60) days, then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

3.11.8 Cumulative Rights. The rights and remedies set forth herein shall be cumulative.

3.11.9 Defa ult of Assignee. A default of any obligations assumed by an assignee shall not be deemed a default of Developer.

4. Phasing; Access.

4.1 Project Phasing. The Project shall be constructed in phases in accordance with the phasing plan approved together with this Development Agreement (the "Phasing Plan") (attached hereto as Exhibit G), and in accordance with the LMC. Developer may proceed by constructing the Project all at one time or by phase within this approved project Phasing Plan. In the event of such phasing, the issuance of a building permit on the first such phase shall be deemed to satisfy the requirement of issuance of a building permit in Section 3.1 above. Any major modifications or elaborations to the approved Phasing Plan must be approved by the City Council prior to the cornmencement of construction of the applicable phase. If such proposed major modifications or elaborations are substantial as determined by the Chief Building Official and the Planning Director, such modifications or elaborations will come before the City Council for approval.

4.2 Construction of Access. Developer may commence grading access to the Project as approved by the City Engineer according to generally accepted engineering practices and standards, and pursuant to permit requirements of the LMC, the International Building Code (or if such Code is no longer then in effect, according to the code that is, in fact, then in effect), the Uniform Fire Code, and the Army Corps of Engineers. Developer shall be responsible for maintenance of any such accesses until they are completed according to City standards and accepted by the City.

4.3 Form of Ownership Anticipated for Project. The Project will consist of a commercial building and related improvements, and a hotel building including 100 units and related improvements. Developer anticipates that the commercial portions and, if applicable, the hotel of the Project will be owned by Developer, or its assigns. Any condominimization of the Project for private ownership, fractional ownership and common ownership of land and common facilities requires additional approvals and shall be in compliance with applicable ordinances and state code.

5. Affordable Housing. Pursuant to the Annexation Agreement, no affordable housing is required for this MPD. QJP shall post City affordable housing information in a work place accessible to all its employees.

6. Open Space. Pursuant to the Annexation Agreement, no definable open space is required for this MPD within the granted and approved development of 374,000 gross sq ft as defined in the agreement between the parties incorporated as exhibits hereto.

7. Physical Mine Hazards. If any, a list and map of all known Physical Mine Hazards on the property as determined through the exercise of reasonable due diligence by the Owner as well as a description and GPS coordinates of those Physical Mine Hazards are hereby attached and incorporated as Exhibit _H_.

8. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be given (i) by Federal Express, UPS, or other established express delivery service which maintains delivery records, (ii) by hand delivery, or (iii) by certified or registered mail, postage prepaid, return receipt requested, to the parties at the following addresses, or at such other address as the parties may designate by written notice in the above manner:

To Developer:

c/o Greg Ericksen Esq.
1065 South 500 West
Bountiful, Utah 84010

With a copy to:

Scott M. Lilja
Van Cott, Bagley, Cornwall & McCarthy
36 south State Street, Suite 1900
Salt Lake City, UT 84111-1478

To Park City:

445 Marsac Avenue
P.O. Box 1480
Park City, UT 84060
Attn: City Attorney

Such communications may also be given by facsimile and/or email transmission, provided any such communication is concurrently given by one of the above methods. Notices shall be deemed effective upon receipt, or upon attempted delivery thereof if delivery is refused by the intended recipient or if delivery is impossible because the intended recipient has failed to provide a reasonable means for accomplishing delivery.

8. List of Exhibits.

Exhibit A – Legal Description
Exhibit B – Settlement Agreement for film and media campus

Exhibit D-Site Plan
Exhibit C – Annexation Agreement
Exhibit E – Master Planned Development Findings of Fact, Conclusions of Law and Conditions of Approval dated May 24, 2012
Exhibit F - Master Planned Development Plans dated May 24, 2012
Exhibit G- Phasing Plan
Exhibit H- List of all known Physical Mine Hazards on the property (None)

IN WITNESS WHEREOF, this Development Agreement has been executed by Developer by a person duly authorized to execute the same, and by Park City acting by and through its City Council, as of the 24th day of May, 2012.

QUINNS JUNCTION PART NERSHIP "Developer"

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By: managing member.
MICHAEL MARTIN

Acknowledgment

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this J!j_day of :fune... , 2012, before me, the undersigned notary, personally appeared, 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 he/she signed it voluntarily for its stated purpose as MA--dASt/116 (title) for ffIMV"S l,/t/Ate7It»f , a Utah partnership.

Notary Public
SHARON C BAUMAN
Commission #583148
My Commission Expires
July 13, 2014
State of Utah

Notary Public

PARK CITY MUNICIPAL CORPORATION "Park City"

By: Dana Wi liams, Mayor

ATTEST:

By: ______________________
Janet M. Scott, City Recorder

APPROVED AS TO FORM:

____
Mark D. Harrington, City Attorney

Raleigh Studios ConceptuC:lr Ste Plan

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N

• Added berms and landscaping to south edge of project per May 17, 2012 City Council meeting.

Building Legend

1A	Hotclt.<>dotno
18	rlaco<Jing Studio
1C	Gtugc Venue
10	Ao:.1dence • om11ted
1E	Grand Sal Room
1r-	Atriutn
2	Scracnin!) Rooms ffne lar
3	Ernertainment Vonue
4	Mi xed Use
5	Mixed U e
6	Sound flfccts Stoge
6A	Offir.e. Etrccto Stage
7	Souncl Stages
7A	Worl<shOf>
78	Production Suppon/ Offices
8	Worksl1np OrlicH
9	Guard I tousc

ENTRY NO. 00949720
07/20/2012 11:54:22 RM B: 2138 P: 0242
O dinance PAGE 1/334
RLRN SPRIGGS, SUMMIT COUNTY RECORDER
FEE 00 BY PARK CITY MUNICIPAL CORP

When recorded return to:
City Recorder
Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060

Ordinance 12- /

EXHIBIT B

AN ORDINANCE ANNEXING APPROXIMATELY 29.55 ACRES OF PROPERTY LOCATED AT THE SOUTHWEST CORNER OF THE SR248 AND US40 INTERCHANGE IN THE QUINN'S JUNCTION AREA, KNOWN AS THE QUINN'S PARTNERSHIP ANNEXATION,INTO THE CORPORATE LIMITS OF PARK CITY, UTAH,AND AMENDING THE OFFICIAL ZONING MAP OF PARK CITY TO ZONE THE PROPERTY COMMUNITY TRANSITION (CT) WITH A REGIONAL COMMERCIAL OVERLAY (RCO) DESIGNATION

WHEREAS, on January 24, 2005, the property owner, Quinn's Junction Partnership, of the property shown on the attached Annexation Plat "Exhibit A", (the "Property"), first petitioned the City Council for approval of an annexation into the Park City limits; and

WHEREAS, the Property is approximately 29.55 acres in area and is located southwest of the intersection of State Road 248 and US-40 as described in the attached Legal Description "Exhibit 8"; and

WHEREAS, the Property is included within the Park City Annexation Expansion Area, and is not included within any other municipal jurisdiction; and

WHEREAS, on January 18, 2012, Summit County and the Quinn's Junction Partnership executed a Settlement Agreement "Exhibit C" regarding vested development rights for this parcel, including an Annexation Agreement which was entered into by and among the Quinn's Junction Partnership and Park City Municipal Corporation on January 17, 2012 ("Annexation Agreement"); and

WHEREAS, on January 20, 2012, a revised annexation petition, including a zoning map amendment request to zone the property Community Transition (CT) with a Regional Commercial Overlay (RCO) was submitted. Additional information related to the annexation petition and the Master Planned Development for a 374,000 sf (Gross Floor area as described in the January 17, 2012 Annexation Agreement) movie/film studio campus, with associated uses and a 100 room (keys) hotel, was submitted to the City, and the submittal was deemed complete; and

WHEREAS, the Park City Council accepted the Quinn's Junction Partnership Annexation petition on January 26, 2012; and

WHEREAS, the City reviewed the petition against the criteria stated in Sections 10-2-403 (2), (3), and (4) of the Utah Code, annotated 1953 as amended, and found the petition complied with all applicable criteria of the Utah Code; and

WHEREAS, On February 2, 2012, the City Recorder certified the annexation petition and delivered notice letters to the "affected entities" required by Utah

Code, Section 10-2-405, giving notice that the petition had been certified and the required 30-day protest period had begun; and

WHEREAS, no protests were filed by any "affected entities" or other jurisdictions within the 30-day protest period and the petition was considered accepted on March 5, 2012; and

WHEREAS, the Planning Commission, after proper notice, conducted public hearings regarding the Annexation petition application on March 14th, March 28th, April 11th, and April 25th ; and

WHEREAS, on April 25, 2012, the Planning Commission voted to forward to City Council a negative recommendation on the proposed annexation and zoning of Community Transition (CT) with a Regional Commercial Overlay (RCO) as described in the Annexation Agreement; and

WHEREAS, on May 17th and May 24th, 2012, the City Council conducted public hearings and discussed the annexation, MPD, and zoning map amendment and took public testimony on the matter, as required by law; and

WHEREAS, the January 17, 2012, Annexation Agreement outlines parameters, conditions, and restrictions regarding the Master Planned Development (the "Proposed MPD") on the 29.55 acres for a film and media campus, with associated uses; and.

WHEREAS, the MPD Plans dated May 24, 2012 as "Exhibit F" submitted by the Applicant, set forth further conditions, design objectives and standards, building massing and articulation, site plan requirements, landscaping and buffering, materials, and other specific items that have a goal of enhancing rather than detracting from the aesthetic quality of the entry corridor; and

WHEREAS, a Development Agreement between the City and Petitioner, pursuant to the Land Management Code Section 15-8-5 (C), setting forth further terms and conditions of the Annexation and Master Planned Development is herein included as Exhibit G ("Development Agreement").

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

SECTION 1. ANNEXATION APPROVAL. The Property is hereby annexed into the corporate limits of Park City, Utah according to the Annexation Plat executed in substantially the same form as is attached hereto as "Exhibit A" and according to the Findings of Fact, Conclusions of Law, and Conditions of Approval as stated below.

The Property so annexed shall enjoy the privileges of being *in* Park City as described in the Development Agreement attached as "Exhibit G" and shall be subject to all City levies and assessments as described in the terms of said Development Agreement.

The Property shall be subject to all City laws, rules and regulations upon the effective date of this Ordinance.

SECTION 2. ANNEXATION DEVELOPMENT AGREEMENT. Council hereby authorizes the Mayor to execute the Development Agreement in substantially the same form as is attached hereto as "Exhibit G" and as approved by the City Attorney.

SECTION 3. COMPLIANCE WITH STATE LAW, GENERAL PLAN. AND ANNEXATION POLICY PLAN. This annexation meets the standards for annexation set forth in Title 10, Chapter 2 of the Utah Code, the Park City General Plan, and The Annexation Policy Plan - Land Management Code Chapter 8, Annexation. The CT zoning designation with Regional Commercial Overlay (RCO) is consistent with the Annexation Agreement approved by the City Council and executed on January 17, 2012.

SECTION 4. OFFICIAL PARK CITY ZONING MAP AMENDMENT. The Official Park City Zoning Map is hereby amended to include said Property in the CT zoning district, with an RCO overlay as shown in "Exhibit E".

SECTION 5. FINDINGS OF FACT, CONCLUSIONS OF LAW. AND CONDITIONS OF APPROVAL.

Findings of Fact

1. The property is subject to the January 17, 2012 Annexation Agreement between Park City and Quinn's Junction Partnership that sets forth certain requirements and waivers for the MPD development. These waivers are due to pre-existing vesting in Summit County and the terms of the January 18, 2012 County Settlement Agreement.
2. Land Uses proposed in the MPD Plans include a 100 room/key hotel and associated lodging uses, a film studio campus with sound stages, and associated uses, including support commercial, recording studio, outdoor stage amphitheater, enclosed atrium area between the hotel and ballroom/meeting space, screening rooms and theater, related mixed use office/retail/entertainment, sound stages, film school and related educational uses, associated offices, workshops, and production support and offices. The Gross Floor Area allowed per the Annexation Agreement is 374,000 square feet. Exceptions to the Floor Area, including porches, balconies, patios and decks, vent shafts, courts, and one atrium subject to further restrictions, are spelled out in the Annexation Agreement.
3. Proposed uses as identified in the MPD Plans (Exhibit F) are consistent with the January 17, 2012 Annexation Agreement.

4. The City Council as the final approving body of the MPD has decreased the number of Off-Street Parking Spaces within MPDs based upon a parking analysis and recommendation from the Planning Department per Section 15-6-5 (E).
5. The City Council hereby incor orates the staff reports dated March 14th, March 28[1]h, April11[1]h, April 25 h, May 1ylh and May 24th, 2012 as part of the record of decision.

Conclusions of Law

1. Due to the unique circumstances of the terms and conditions of the County Settlement Agreement, the Annexation and Zoning Map amendment are consistent with the Annexation Agreement (Exhibit D), the City's Annexation Policy Plan, Quinn's Junction Study Area, the required findings and conclusions of LMC 15-6-6, and the Park City General Plan (2005).
2. Approval of the Annexation and Zoning Map amendment does not adversely affect the health, safety, and welfare of the citizens of Park City.

<u>Conditions of Approval</u>

1. The Official Zoning Map shall be amended to designate the Quinn's Junction Partnership Annexation property with Community Transition (CT) zoning, with a Regional Commercial Overlay (RCO) limited to the commercial uses provided in the Annexation Agreement dated January 17, 2012 and the MPD concurrently approved herein. To the extent there is any conflict between the MPD and the Annexation Agreement, the terms of the MPD shall govern.
2. The attached Exhibits, including the Development Agreement for the Quinn's Junction Annexation and the Annexation Agreement, shall be fully executed and recorded at Summit County, along with the Annexation Plat.
3. The Master Planned Development Plans hereby approved and all final design, Administrative CUP and building permits shall comply with the Annexation Agreement and all applicable Land Management Code "LMC" provisions that are not contrary to said Annexation Agreement.
4. The required Administrative Conditional Use permit application for final design shall be reviewed for consistency with the Annexation Agreement and the MPD Plans package, these conditions of approval including site design, building massing and height, setbacks, architectural design and vernacular, materials, colors, landscaping, lighting, fencing, grading, berming, trails, circulation for buses and emergency vehicles, parking and phasing, etc. and conditions of the Annexation Development Agreement. Rendered elevations, material and color samples, shall be provided for Planning Department review prior to approval of the Administrative Conditional Use permit. Maximum building height of Building 8 (formerly Pad 7) is limited to 50 feet or maximum height not to exceed 60 feet in the event a major, long term film production contract necessitates the full studio height in compliance with Paragraph 2.5(e) of the Annexation Agreement. Final Architectural Review pursuant to 15-2.23-6 shall be

concurrent with the Administrative CUP. Commissioner Jack Thomas shall participate in the Administrative CUP as a liaison for purpose of further input on final design and architectural elements. Final building footprints shall substantially conform to the MPD Site Plan approved by the City Council. Minor variations in building size and articulation will be considered by the Planning Director at the time of review of the Administrative CUP, provided that there is no increase in the total Gross Floor Area for each of the four main areas, namely: 1) the hotel, 2) office/sound stage support, 3) sound stage, and 4) retail/support. Final building footprints shall be located within the identified building pads.

5. A preliminary landscape plan, provided by a licensed landscape architect, and including landscape site design and materials consistent with those identified in the Annexation Agreement and as further specified in the MPD Plan package is required to be submitted with the Administrative Conditional Use permit application. The landscape plan shall identify grading, heights, and undulation of the perimeter berming to soften the view of the commercial structures. The landscape plan shall include a planting plan and an irrigation plan. Ground cover for green roofs shall also be included in the landscape plan. Perimeter landscaping should be of a substantial size and shall be reviewed and approved by the City Arborist and Landscape Architect. The landscape plan shall indicate how the landscaping will be phased and shall indicate perimeter plantings to be installed prior to vertical construction to provide screening of construction work. Temporary irrigation will be required to ensure these plantings survive. Final landscape plans, consistent with the preliminary landscape plan submitted with the Administrative CUP, shall be submitted and must be approved by the City with the building permit plan sets.
6. Parking lot and all other exterior lighting shall meet requirements of the LMC with additional restrictions on the overall wattage, automatic timers, and lighting designed in zones and shall comply with best lighting practices as recommended by the Dark Skies organization. A lighting plan, provided by a qualified lighting professional, shall be submitted with the Administrative Conditional Use permit application. The plan shall include a requirement to shut off lighting in parking areas used on an intermittent basis, particularly in the secure studio campus.
7. Security fencing on the property perimeter shall not exceed 7' in height and internal gate fencing may be 12' in height in areas limited to as shown on Exhibit F (page42). Fencing shall not include razor wire or other details that read as "high security" fencing. Use of electronic monitoring is allowed. Fencing details shall be provided with the Administrative Conditional Use permit application and shall be consistent with the Final MPD Plan Package (Exhibit F, page 39) in terms of location, design, materials, colors, and extent. Perimeter fencing shall be phased consistent with the phased parking lot construction described in #16 below.
8. All vehicular access points to the development from SR-248 shall comply with any and all existing Corridor Preservation Agreements. Changes to

these Agreements must be approved by the Utah Department of Transportation. The City approves of the two proposed access locations as depicted on the Final MPD Plan Package (Exhibit F- page 9). The Applicant will be responsible for filing application for required access approvals with the Utah Department of Transportation. Without additional UDOT approvals, there will be a single public access to the property at the signalized intersection of Round Valley Drive and SR 248, and emergency access as approved by UDOT, and the Fire and Building departments.

9. In the event that the south secondary access point is approved, this access shall be located in such a way as to not preclude access to the adjacent City open space parcel. Necessary cross access easements shall be provided, on the subdivision plat, through the public area of the MPD to provide access to the signalized intersection for the City parcel.
10. Traffic Management Plans for special events shall be approved by the City's Special Events staff as well as by the City's Police Departments of Transportation and Public Safety. All necessary special event permits and conditional use permits shall be obtained prior to commencing the Special Event or Master Festival. No overcrowding permits may be granted by the Building Department. The Applicant agrees to City use of surplus parking, said "surplus" amount and availability determined by the Applicant, for City-approved special events, primarily for overflow parking for the Park City Sports Complex (ice, fields and hosted trail races). Provided such use is consistent with deed restrictions, the City will provide reciprocal use of surplus parking as determined by the City at the Sports Complex. Fees shall not be charged for the parking unless the host event is charging fees for the parking at other locations.
11. Outdoor activities and noise shall be limited to 7AM to 10 PM and shall not exceed the City's noise ordinance, unless otherwise allowed through a Special Event/Master Festival permit in accordance with the Municipal Code.
12. At the time of the Administrative Conditional Use permit application, the applicant shall identify the square footage of all parking areas and all hard surfaced areas. Interior and perimeter parking lot landscaping shall meet requirements of the LMC Chapter 3. Snow storage areas shall be provided in accordance with the LMC Sections 15-3-3(E) and15-3-4.8(E).
13. At the time of the Administrative Conditional Use permit application, the applicant shall provide a detailed parking analysis to identify specific uses, square footage, employee, hours of operation, shared parking ratios, and other items that will allow the Planning Staff to calculate the parking demands as such relates to the progression of the proposed phasing plan. The parking analysis shall look at the extent to which alternative modes of travel (bus, shuttle, carpool, bike, etc.) and use of the Richardson Park and Ride can reduce the demand for parking at the site, on a day to day basis. The parking analysis shall also provide information about special events and parking demand. With reductions for shared parking as well as support uses which reduce the required parking spaces, parking spaces are hereby approved up to a maximum of 730

surface spaces, and an additional 150 spaces underground at the hotel, for a total of 880 parking spaces. .

14. A phased parking plan shall be provided by the Applicant with the Administrative Conditional Use permit for approval by the Planning Department. The plan shall identify only essential paving with each phase of development, propose measures to reduce parking demand with various programs and incentives, and mitigate employee parking, particularly on the public campus and during construction. Prior to building each phase of parking, the applicant shall provide a parking analysis of existing conditions and needs, including traffic mitigation and use of the Richardson Park and Ride by full-time shift employees and mitigation of construction employee parking (such use the City hereby approves). The Planning Director must approve proceeding to construction for each phase of the parking; however such approval may not be unreasonably withheld. The final phase of parking area on Exhibit F, pg. 33 (farthest north/east lot) and any un-striped temporary parking shall contain a permeable surface area system.
15. The applicant shall pay the City $75,000 to fulfill the proportionate share of the development's construction of public trail connections to the Park City Heights Rail Trail connector. The City shall build the trail. The applicant may install trail head amenities as shown on the MPD Plans at their expense.
16. Bike racks shall be provided for the various uses, as required by LMC Section 15-6, Master Planned Developments (hotel, mixed use, trail head area, sound stage, etc.).
17. Construction of a bus loop/bus shelter shall be provided prior to issuance of a certificate of occupancy for the hotel or mixed use buildings. The shelter shall be located at the bus drop-off located at one location of either option A, orB, as approved by the City Transit Manager. The Transit Manager may approve alternate location(s) as part of the Administrative CUP.
18. A grading plan shall be submitted with the Administrative Conditional Use permit application. Excavated materials shall remain on site to the greatest extent reasonably possible. Final grading plans, consistent with the preliminary grading plan submitted with the Administratiive CUP, shall be submitted and must be approved by the City with the building permit plan sets.
19. Grading of the site, including the undulating berms and swales along SR 248 shall meet the sight distance and clear zone requirements of UDOT and be consistent with the grading proposed in the MPD Plans (with additional berm east of Building 2 adjacent to city property as reflected on revised sheets #10 and depicted on revised sheet #20, dated 5/24/12).
20. All landscaping, parking lots, driveways, roads, plazas, sidewalks, trails on the property, and other common areas shall be maintained by the property owner, or an Owner's Association, as the City will not maintain such areas.

21. Recycling centers shall be installed in the hotel, mixed use, and sound stage areas prior to issuance of a certificate of occupancy for the building.
22. The hotel shall provide shuttle service for guests within Park City and encourage guests to utilize shuttles from the airport as well as around town. The shuttle service shall be in place prior to issuance of a final certificate of occupancy for the hotel.
23. In accordance with Paragraph 2.5(h) of the Annexation Agreement, the applicant shall pay all applicable fees, including development, Building and Planning, Business licensing, and all other legally imposed fees and taxes collected by City Departments for services, utilities, etc.
24. A storm water management plan, prepared by a licensed professional, shall be submitted with the Administrative Conditional Use permit application and must meet all applicable code requirements on-site. The plan shall be consistent with best management practices for storm water management, including pre versus post run-off, water oil separators for parking facilities, and 100 year storm event detention on site. Final storm water plans, consistent with the preliminary plan submitted with the Administrative CUP, shall be submitted and must be approved by the City with the building permit plan sets.
25. Roof top mechanical equipment shall be architecturally screened from public view.
26. Trash and recycling enclosures shall be screened with landscaping, fencing, buildings, berms, etc. per the LMC.
27. LEED construction at the certified level without commissioning per the Annexation Agreement is required for the movie studios. The Applicant's architect shall score the construction and submit such to the Park City Building Department for confirmation. Based on the agreement of the anticipated manager of the complex, Raleigh Studios, Raleigh shall use best efforts to determine whether it is in their best interests to seek and obtain official LEED Construction Commissioning at the increased standard of Silver. However, at a minimum, the Hotel shall include a "Green" operational policy within industry standards and a door key activated light shut-off (or similar system) in all the rooms.
28. Areas of plazas, pedestrian walk ways, patios, etc. shall not be heat melted. Solar panels and skylights are allowed on rooftops per the LMC Chapter 5.
29. Acknowledging that the inside areas of the studio campus may be active 24/7, the applicant shall propose specific hours of operation for approval by the Planning Director as part of the Administrative CUP to mitigate traffic of employee loading and unloading. Support commercial uses, such as food service, deli, cafe, etc. shall be open during filming hours and office hours to mitigate vehicular trips *off* site for breaks and lunch. Where possible, set shift work will be scheduled in non-peak traffic times.
30. Additional Building articulation as required by LMC Chapter 5 shall be demonstrated on the final building plans prior to issuance of a building permit.

31. Permanent power shall be provided for the trailer parking area and the applicant shall use best effort to utilize solar or other renewable energy resource if technically and economically feasible.
32. A sign plan must be filed with the Administrative CUP in compliance with LMC Title 12. No icon, water tower, or billboards are allowed. Internal "plaza" areas shall be defined on the sign plan.
33. Final Subdivision approval shall contain covenants and restrictions (CCRS) in compliance with Paragraph 2.6 of the Annexation Agreement.
34. Water service is provided by Summit Water. The applicant may be required to construct an emergency connection to the City system if required by state drinking water approval or the project fails the flow and standards required by the International Fire Code (2009), specifically including Section 507, Appendix Band Table 8105.1. Should City service be necessary in the future, the project may first be required to annex into the City Water District and the applicant shall pay applicable impact and user fees in effect at such time and make such dedications as required by LMC 15-8-5(C) (1-3).
35. This MPD approval and zoning approved herein are limited to the terms of the Annexation Agreement and due to the unique circumstances regarding a legal settlement of historic claims in the Summit County Settlement Agreement, such approval shall not be considered precedent for future zoning amendments or annexation petition to this or neighboring properties in the Quinn's/CT zone area. All future development applications, changes in commercial use, or rezone requests shall be processed in accordance with the General Plan, zoning and LMC in effect at the time of application. The densities approved herein shall not be considered in terms of neighborhood compatibility in the event of a rezone or CT amendment request by other properties within the CT zone.
36. As part of the required Construction Mitigation Plan, to be submitted prior to issuance of any building perrnits on the property, the landscape guarantee shall insure phased and adequate berming along SR248 in the event the project is not completed, and the construction guarantee bond shall take into consideration the location of this property on the entry corridor and provide for adequate landscape and site disturbance coverage for each phase of the building construction as proposed in Exhibit G of the Development Agreement to insure visual and physical impacts of any work stoppage are mitigated in the event construction is not completed on this property.
37. No wood burning devices or outdoor gas firepits/fireplaces with the exception of one fire pit (non-wood burning) and permanent BBQ appliances are allowed on the property at the hotel
38. Specific soils test pits shall be reviewed prior to building permit issuance and if environmental issues, such as contaminated soils are present, a mitigation plan shall be required prior to issuance of permits. To satisfy this condition, developer may submit prior tests and studies performed on the property.

39. The secure studio campus shall serve as a public emergency shelter if approved within the City's Emergency Plan.
40. The Planning Staff and the applicant shall complete a review of the Administrative Conditional Use Permit within one year of the first certificate of occupancy, and the staff shall provide a report of the review to the City Council.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect upon publication of this Ordinance, recordation of the Annexation Plat and Development Agreement, and compliance with state annexation filing requirements, pursuant to the Utah Code Annotated Section 10-2-425.

PASSED AND ADOPTED this 24th day of May, 2012.

PARK CITY MUNICIPAL CORPORATION

Dana Williams

Dana Williams, MAYOR

ATTEST:

Janet M. Scott, CITY RECORDER

APPROVED AS TO FORM:

Mark D. Harrington, CITY ATTORNEY

Exhibits to the Ordinance

Exhibit A- Annexation plat
Exhibit B- Legal Description
Exhibit C- County Settlement Agreement executed January 18, 2012
Exhibit D- City Annexation Agreement
Exhibit E- Zoning map amendment
Exhibit F- Final MPD Plans packet
Exhibit G- Annexation Development Agreement

QUINN'S JUNCTION PARTNERSHIP ANNEXATION PLAT

AN ANNEXATION TO PARK CITY

N

SECTION CORNER (FOUND) (AS DESCRIBED)

CENTER OF SECTION LINE & SECTION LINE

N1/4 COR. SEC. 2 T2S, R4E, SLB&M FOUND PK NAIL

NE COR. SEC. 2 T2S, R4E, SLB&M FOUND OLD MARKED STONE

S89°53'20"E 2661.02'

S89°53'20"E 2659.70'

FINAL LOCAL ENTITY PLAT APPROVAL

QUINN'S JUNCTION PARTNERSHIP ANNEXATION PLAT AN ANNEXATION TO PARK CITY

PARK CITY, SUMMIT COUNTY, UTAH

SUMMIT COUNTY RECORDER

Robinson, Biehn & Biehn, Inc.

RBB

286

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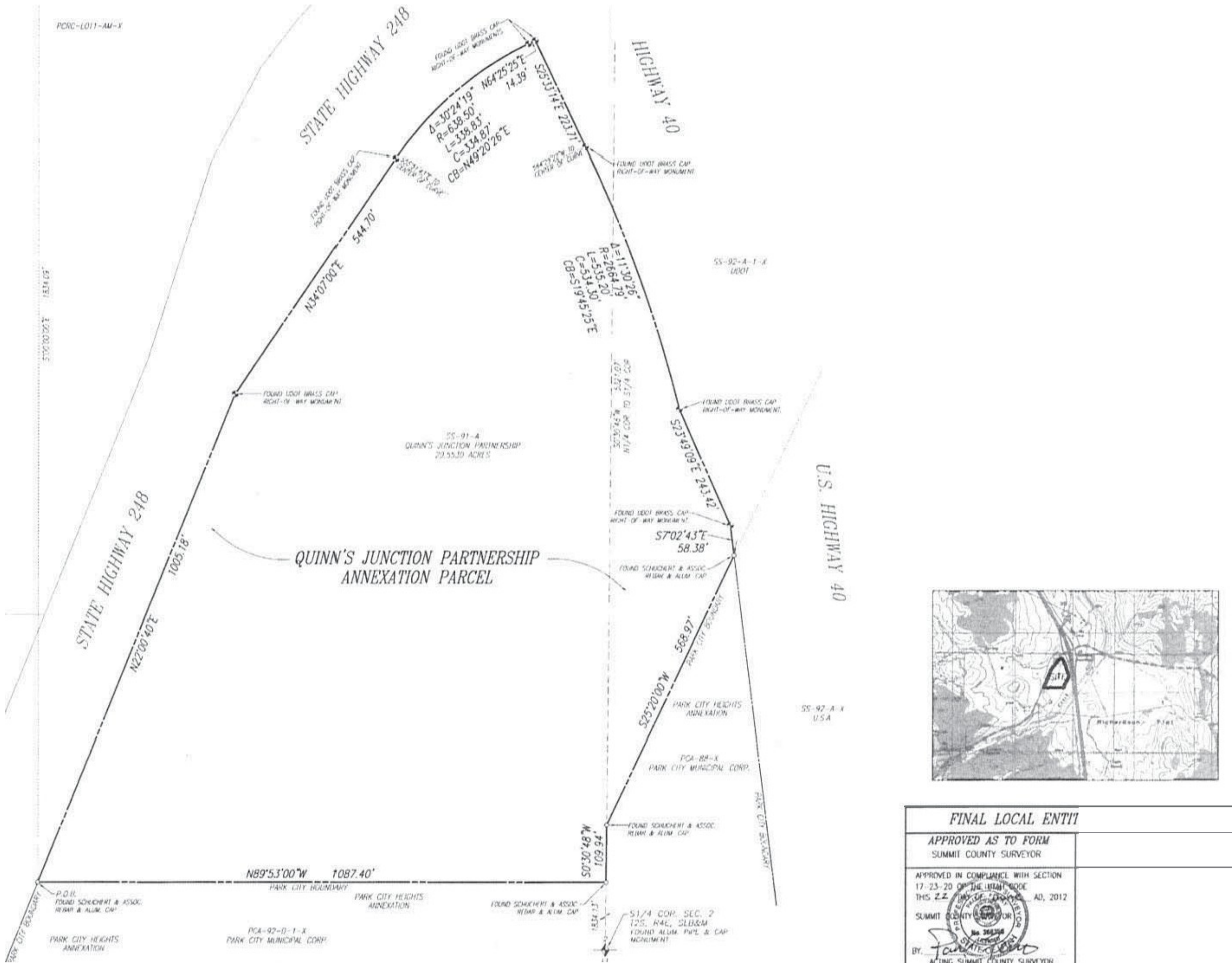


FEE $ DEPUTY COUNTY RECORDER

DATE 6-19-12

Ted M. Bietel
P.L.S. 163473

FINAL LOCAL ENTIT

APPROVED AS TO FORM
SUMMIT COUNTY SURVEYOR

APPROVED IN COMPLIANCE WITH SECTION 17-23-20 OF THE UTAH CODE
THIS 22 DAY OF JUNE AD, 2012
SUMMIT COUNTY SURVEYOR
BY.
ACTING SUMMIT COUNTY SURVEYOR

FILE NO. S0007478
06/22/2012 02:54:31 PM

PLANNING COMMISSION
FORWARDED A RECOMMENDATION THIS 25 DAY OF April AD, 2012
BY THE PARK CITY PLANNING COMMISSION
Jack Thomas
VICE CHAIRMAN

CITY ENGINEER APPROVAL
APPROVED THIS 22nd DAY OF June AD, 2012
PARK CITY ENGINEER

Mark D. Harrington
PARK CITY ATTORNEY

CERTIFICATE OF ATTEST
I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY THE PARK CITY COUNCIL THIS 24TH DAY OF MAY AD, 2012
PARK CITY RECORDER

COUNCIL APPROVAL
APPROVAL & ACCEPTANCE BY THE PARK CITY COUNCIL THIS 24TH DAY OF MAY AD, 2012
Dana Williams
MAYOR

Exhibit G
Phase 1 Plan

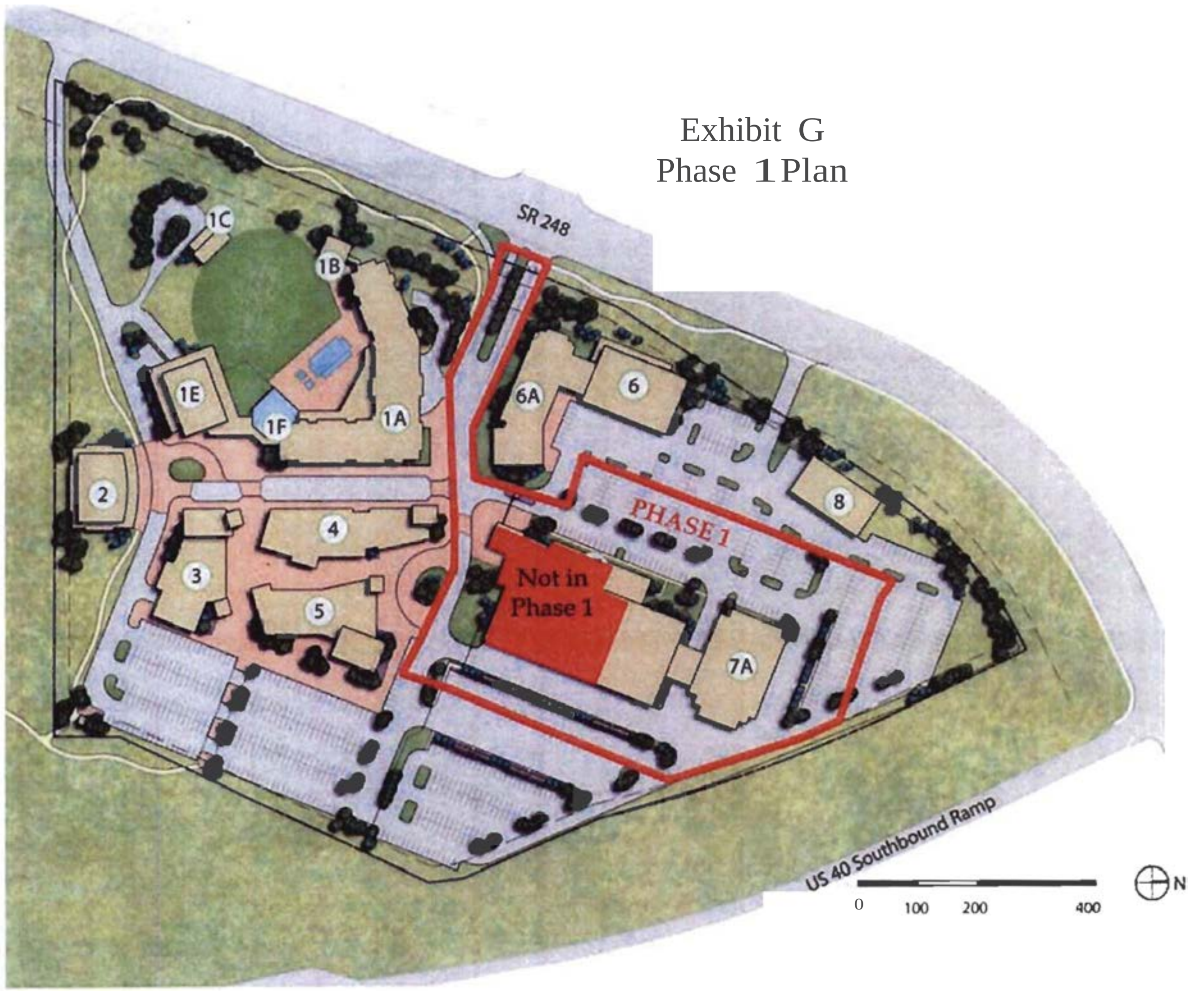
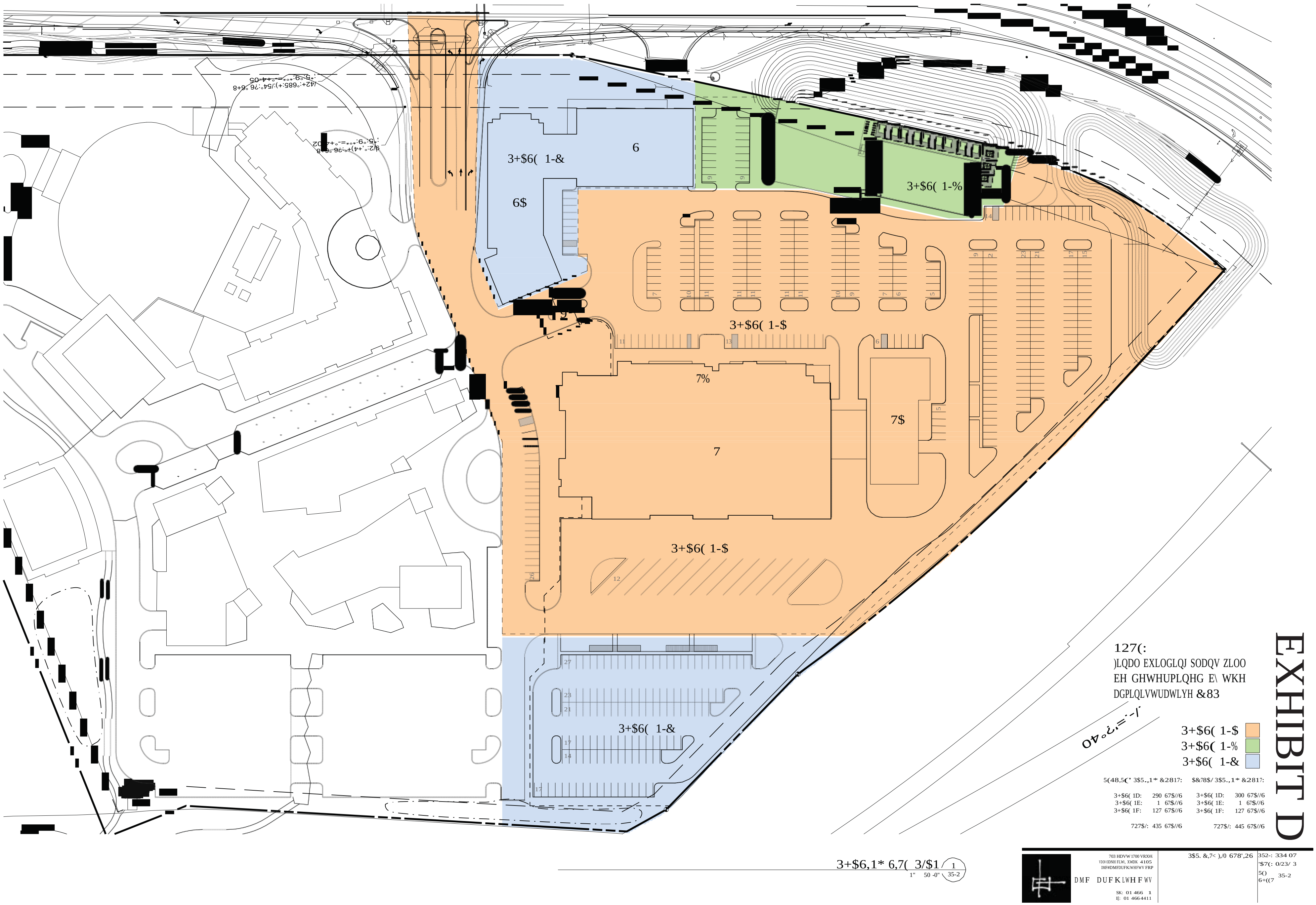


EXHIBIT C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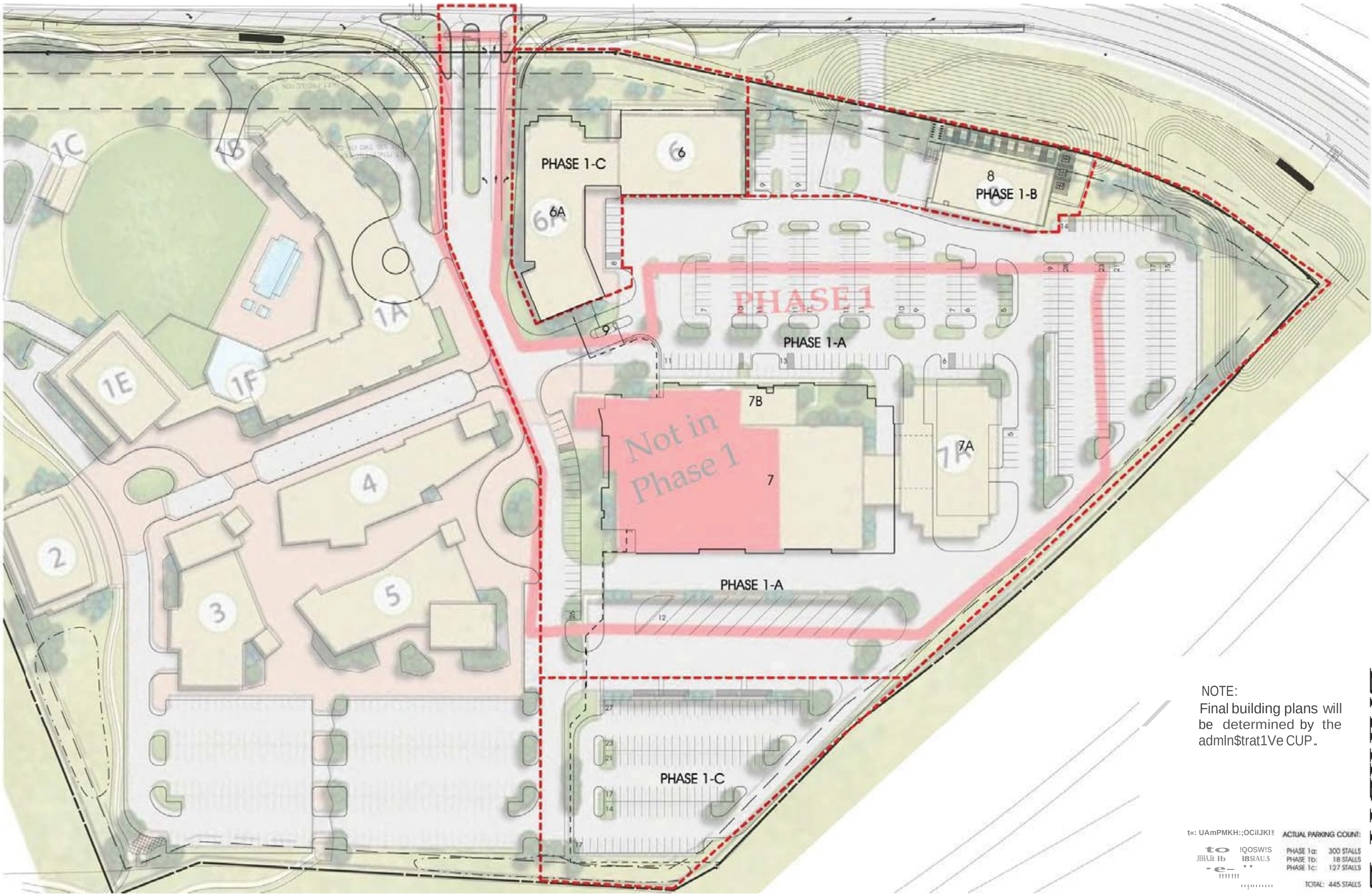
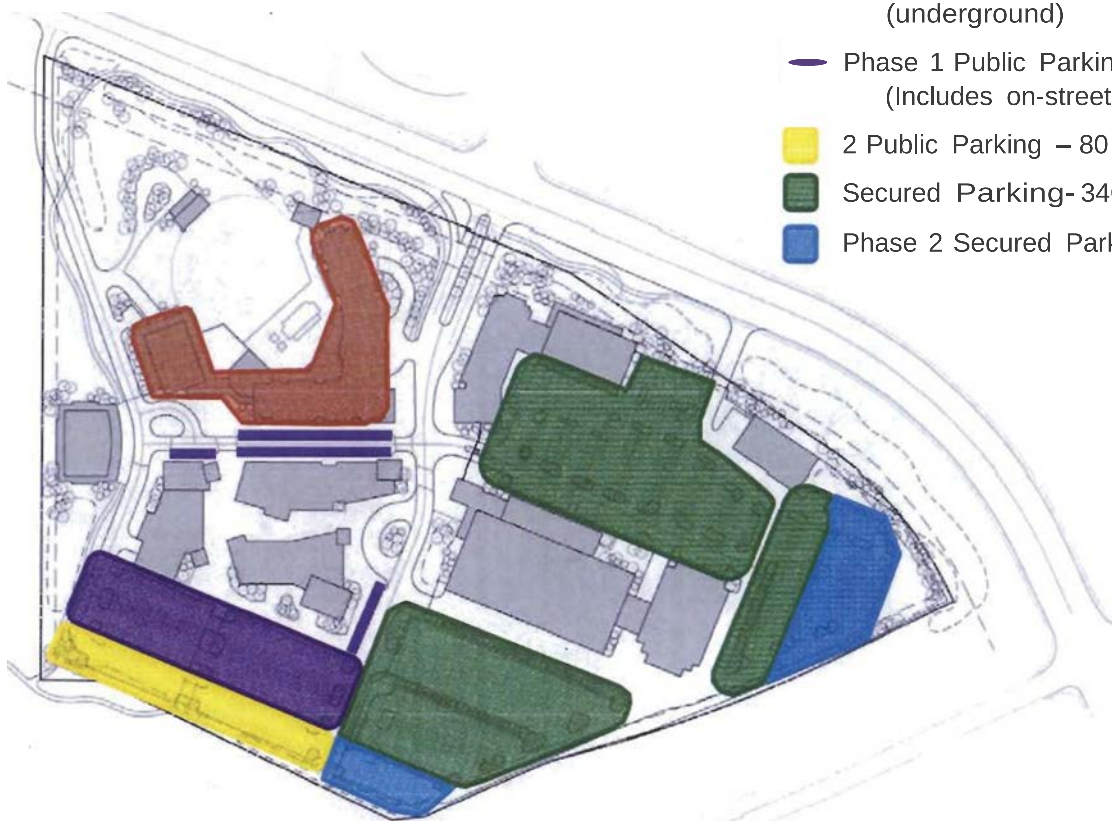


EXHIBIT E

PHASING SITE;.

ojc architects

Raleigh Studios – Parking Phasing



Hotel Parking – 150 stalls
(underground)

Phase 1 Public Parking – 207 stalls
(Includes on-street parking) Phase
2 Public Parking – 80 stalls Phase 1
Secured Parking- 340 stalls
Phase 2 Secured Parking – 109 stalls

EXHIBIT F