



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
January 29, 2019**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the City Council Chambers, 445 Marsac Avenue, Park City, Utah 84060 for the purposes and at the times as described below on Tuesday, January 29, 2019.

CLOSED SESSION - 4:00 p.m.

WORK SESSION

5:15 p.m. - Final Design Review for Woodside Park Phase 2 Affordable Housing Project
[Woodside Park Phase 2 Final Design Staff Report](#)

BREAK - 5:45 p.m.

REGULAR MEETING - 6:00 p.m.

I. ROLL CALL

III. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communications Report

1. Bonanza Flat Update
[Bonanza Flat Staff Report](#)

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

V. CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from January 8, 2019
[January 8, 2019 Minutes](#)

VI. CONSENT AGENDA

1. Request to Authorize the City Manager to Execute the First Addendum to the Professional Services Agreement, in a Form Approved by the City Attorney, with Ward Engineering Group for Golf Maintenance Building Engineering Services for an Amount Not to Exceed \$28,512.50

[Golf Maintenance Building Contract Addendum Staff Report](#)

2. Request to Approve a Property Lease in a Form Approved by the City Attorney with the Ed Parigian, for the City-Owned Property Located at 1302 Norfolk Avenue
[1302 Norfolk Avenue Lease Staff Report](#)
3. Request to Authorize the City Manager to Execute the Third Amendment to the Professional Services Agreement, in a Form Approved by the City Attorney, with URS Corporation for Services Related to the Richardson Flat Tailings Site Operable Unit 4 (OU4) (also known as the Prospector Drain) Administrative Order on Consent for an Increase to the Contract in an Amount Not to Exceed \$54,422 and to Extend the Term of the Contract to December 31, 2020
[Prospector Drain Contract Addendum Staff Report](#)
4. Request to Approve a Service Provider/Professional Services Agreement in a Form Approved by the City Attorney's Office with Future I.Q., in an Amount Not to Exceed \$60,000 for Consultant Services to Implement and Manage Park City Community Vision 2020
[Future IQ Staff Report](#)
[Future iQ Proposal](#)
[Future iQ Appendix](#)

VII. OLD BUSINESS

1. Consideration to Approve Ordinance 2019-07, an Ordinance Amending the Land Management Code of Park City, Utah, Amending Sections 15-2.1-6 Development On Steep Slopes, 15-2.2-3 Lot And Site Requirements, 15-2.2-6 Development On Steep Slopes, 15-2.3-4 Lot And Site Requirements, and 15-2.3-7 Development On Steep Slopes, and Continue the Remainder of the Proposed LMC Changes that Were Reviewed at the January 15, 2019 City Council Meeting to a Date Uncertain
(A) Public Hearing (B) Action
[Historic Districts Code Amendments Staff Report](#)
[LMC Amendments Ordinance](#)

VIII. NEW BUSINESS

1. Consideration to Adopt Resolution 03-2019, a Resolution Authorizing the Issuance of General Obligation Refunding Bonds
(A) Public Hearing (B) Action
[Refunding General Obligation Bonds Staff Report](#)
[Refunding General Obligation Bond Resolution](#)
2. Consideration to Approve Ordinance 2019-08, an Ordinance Approving the Park City Back Nine Subdivision Located at 1884 Three Kings Drive, Based on the Findings of Fact, Conclusions of Law, and Conditions of Approval
(A) Public Hearing (B) Action
[Park City Back Nine Subdivision Staff Report and Ordinance](#)

Park City Back Nine Subdivision Plat Exhibits

3. Consideration to Approve Ordinance No. 2019-09, an Ordinance Approving an Extension of the March 8, 2018 Approval of the Ridge Avenue Plat Amendment, Located at 123 Ridge Avenue, Park City, Utah
(A) Public Hearing (B) Action
[Ridge Avenue Plat Extension Staff Report](#)
[Ridge Avenue Plat Exhibits](#)
4. 2019 Legislative Update

IX. ADJOURNMENT

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

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

Council Agenda Item Report

Meeting Date: January 29, 2019

Submitted by: Jason Glidden

Submitting Department: Community Development

Item Type: Work Session

Agenda Section:

Subject:

5:15 p.m. - Final Design Review for Woodside Park Phase 2 Affordable Housing Project

Suggested Action:

Provide staff direction to move forward with construction documents and Master Planned Development Application.

Attachments:

[Woodside Park Phase 2 Final Design Staff Report](#)

City Council Staff Report



Subject: Lower Park Avenue Affordable Housing:
Final Design Approval for Woodside Park Phase 2
Author: Jason Glidden
Department: Community Development
Date: January 29, 2019
Type of Item: Administrative

Summary Recommendation

Provide final direction on the proposed design concept for the housing project on the Woodside Phase 2. Further, staff recommends Council provide direction for staff to proceed with the Master Planned Development (MPD) application and creation of construction documents with Method Design, with the goal of beginning construction in summer of 2019.

Executive Summary

Method Design has worked with staff to develop multiple concepts for the Woodside Phase 2 parcel. Staff presented two refined concepts to City Council on March 8, 2018. Council provided direction on their preferred option as well as some minor design changes they felt would improve the look of the project. In addition, staff and Method Design have gathered feedback from the community through a number of community engagement activities.

Changes have occurred since the March 8th meeting. Method Design took the feedback from Council and made changes to the materials use to move away from the “dorm” look reference from the March 8th meeting. In addition, the City acquired the adjacent property located at 1302 Norfolk Avenue in December. This acquisition allowed for an expansion of the project adding 10 units to the project. Staff has worked with Method Design to incorporate City Council’s feedback along with the comments received through our community engagement process to produce the design being presented today.

Staff seeks Council’s final direction on the proposed affordable housing design at Woodside Phase 2 parcel. Lastly, staff seeks Council’s support to move forward with the MPD application and the creation of construction documents with Method Design with the goal of beginning construction on in summer of 2019.

This project furthers City Council’s Critical Priorities of Housing and Social Equity.

Background

October 20, 2016 - [Staff Report \(pg. 3\)](#), [Summary](#), [Minutes](#)
November 3, 2016 - [Staff Report \(pg. 47\)](#), [Summary](#), [Minutes](#)
December 1, 2016 - [Staff Report \(pg. 6\)](#), [Summary](#), [Minutes](#)
November 16, 2017 – [Staff Report \(pg. 71\)](#), [Summary](#), [Minutes](#)

March 8, 2018 – [Staff Report \(pg. 15\), Summary, Minutes](#)

Planning

The proposed concept has been preliminarily vetted for compliance with the historic district guidelines and the land management code. However, a full review will not take place until the submission of a complete application. All final approvals are subject to applicable regulatory approvals through the standard application process.

Housing Mix

A variety of housing types are needed to meet the diverse needs of Park City's workforce. Staff proposes balancing the need for density to meet the number of units needed (800 new affordable units over 10 years) with the mix of types that will meet the market for a mixture of households. The current unit mix being proposed is 60 units:

- Three bedroom townhomes (6) for couples and young families;
- Studio (4), one (33), & two (9) bedroom condos for singles, couples, families and retirees;
- Three bedroom townhomes (6) to be sold at market rate.

The inclusion of the market rate units will help to raise revenue to help fund future housing projects. The market units make up 10% of the total number of units being proposed for this project. The remaining units will be sold at affordable/attainable rates.

Community Engagement

In an effort to engage the community to receive feedback on the design of the building, staff along with the design team have conducted the following outreach activities:

- City's Project Open Houses – Booth at both the spring and fall open houses which provided a chance for the general public to see the proposed design and provide feedback.
- Neighborhood E-mail Blasts – Staff collected emails from interested neighbors to the project and sent out informational emails letting them know of any public events were taking place along with contact information if they had further questions or comments
- Engage Park City – The project has been posted on the Engage Park City website. This site allows the general public to look at proposed plans and provide feedback.

Staff recommends that City Council direction to move forward with the MPD process and begin construction documents for the Woodside Phase 2 affordable housing project.

Department Review

Legal, Community Development, Budget, and Executive Department.

Funding Source

Funding for this project will come from the 2019 Sales Tax Revenue bonds. The pledged payment for the bonds come from tax increment funds allocated for affordable and attainable housing from the Lower Park Ave. RDA.

Exhibits

Exhibit A: Project Renderings





Council Agenda Item Report

Meeting Date: January 29, 2019

Submitted by: Heinrich Deters

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Bonanza Flat Update

Suggested Action:

Attachments:

[Bonanza Flat Staff Report](#)



City Council Staff Communications Report

Subject: Bonanza Flat Update
Author: Heinrich Deters
Department: Sustainability
Date: January 29, 2019
Type of Item: Informative

Background: In June of 2017, Park City Municipal acquired the 1350 acre Bonanza Flat Open Space. Since that time, staff and the conservation easement holder, Utah Open Lands, have held numerous meetings and discussions with the public and City Council, with the goal of adopting a conservation easement. Additionally, staff has been implementing improvements, at the direction of City Council, to help provide for public recreational access and amenities, as well as, infrastructure to help manage and protect resources.

Notification, Education & Monitoring: Staff has implemented the ranger program to monitor the property in efforts to preserve the conservation values and educate users to the property ownership and permitted/prohibited aspects as approved by Council. Notification signs have been placed throughout the project, as well as at the main entry points of Empire Pass, Pine Canyon Road and Guardsman Pass. Staff is on property several times a week and provides monitoring reports after each visit. Finally, staff reached out to several snowmobile groups, in an attempt to educate them of the permitted and prohibited uses for the property.

Observations (Trespass and Vandalism): Staff finds that the winter safety route requested by Brighton Estates is working well. That said, there is still a significant amount of motorized users who completely disregard posted signage prohibiting motorized use on the property. (Specifically, from Guardsman Pass Road, Culvert Meadow and at the Intersection of Guardsman Pass and Pine Canyon Roads) All of these area are and have been signed noting no motorized use. Next, staff has documented ongoing vandalism and theft issues on the property. The issues are specific to cable gates and locks being cut/stolen, in addition to, wildlife cameras and signs being vandalized or stolen. Staff is working with the City and Wasatch County prosecuter's office on how best to document and file these cases.

Mid-Mountain Parking Area: Staff has placed signage on the Mid-Mountain trailhead per day use only (10 spots) and 72 hours (15 spots) respectively. Police have been monitoring the area and no citations have been given to date.

Enforcement: Staff recommends continuing notification and educational efforts but also moving into more of an enforcement mode with Wasatch County. Next, staff recommends installing signage notifying that the area is under video surveillance and placing subsequent cameras to assist with enforcement measures.

Council Agenda Item Report

Meeting Date: January 29, 2019

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Minutes

Agenda Section:

Subject:

Consideration to Approve the City Council Meeting Minutes from January 8, 2019

Suggested Action:

Attachments:

[January 8, 2019 Minutes](#)



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

January 8, 2019

The Council of Park City, Summit County, Utah, met in open meeting on January 8, 2019, at 5:30 p.m. in the City Council Chambers.

Council Member Gerber moved to close the meeting to discuss property, personnel, litigation and security at 5:30 p.m. Council Member Joyce seconded the motion.

RESULT: APPROVED

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

CLOSED SESSION *

*Council Member Ware Peek was recused from the first property item on the Closed Agenda.

Council Member Joyce moved to adjourn from Closed Meeting at 6:15 p.m. Council Member Worel seconded the motion.

RESULT: APPROVED

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

REGULAR MEETING - 6:15 p.m.

I) ROLL CALL

Attendee Name	Status
Mayor Andy Beerman Council Member Becca Gerber Council Member Tim Henney Council Member Steve Joyce Council Member Lynn Ware Peek Council Member Nann Worel Diane Foster, City Manager Matt Dias, Assistant City Manager Mark Harrington, City Attorney	Present

Michelle Kellogg, City Recorder	
None	Absent

II) COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF
Council Questions and Comments:

The Council members gave updates on the events and meetings they attended since the last Council meeting.

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

Mayor Beerman opened the meeting for those who wished to address the Council on items not on the agenda.

Emily Means introduced herself as the new City Hall reporter for KPCW.

Mayor Beerman closed the public input portion of the meeting.

IV) CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from December 11, 2018:

Council Member Gerber moved to approve the City Council Meeting minutes from December 11, 2018. Council Member Ware Peek seconded the motion.

RESULT: APPROVED

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

V) CONSENT AGENDA

1. Request to Authorize the City Manager to Enter into a Five-Year Renewal Contract with Everbridge for Emergency Mass Notification Services (EMNS):

2. Request to Approve a Contract Addendum for Software Maintenance with Neubrain, in an Amount not to Exceed \$191,731, in a Form Approved by the City Attorney:

3. Request to Approve Single Event Temporary Liquor License Approvals for Operation During the 2019 Sundance Film Festival:

4. Request to Approve Type 2 Convention Sales License Applications for Operation During the 2019 Sundance Film Festival:

5. Request to Authorize the City Manager to Sign a Professional Services Agreement (PSA), in a Form Approved by the City Attorney, with Two (2) On-Call Charter Transportation Service Companies, Driver Provider and Le Bus, for a Total Amount Not to Exceed \$160,000, to Provide On-Call Event Transportation Services in and Around Park City:

Council Member Worel moved to remove Item One from the Consent Agenda. Council Member Henney seconded the motion.

RESULT: APPROVED

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

Council Member Gerber moved to approve Items 2-5 of the Consent Agenda. Council Member Worel seconded the motion.

RESULT: APPROVED

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

Council Member Worel asked about emergency notifications being sent in Spanish. Mike McComb, Emergency Manager, reported three people had signed up to receive notifications in Spanish. He noted there was community outreach to get the word out about the notifications being available in both English and Spanish. Discussion continued on this subject. McComb also indicated that there was cost savings with this service because the City partnered with the County.

Council Member Worel moved to approve Consent Item One. Council Member Gerber seconded the motion.

RESULT: APPROVED

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

VI) NEW BUSINESS

1. Consideration to Approve Ordinance 2019-01, an Ordinance Approving the 2019 Regular Meeting Schedule for City Council:

Council Member Joyce indicated he would be absent for the March 21 meeting.

Mayor Beerman opened the public hearing. No comments were given. Mayor Beerman closed the public hearing.

Council Member Ware Peek moved to approve Ordinance 2019-01, an ordinance approving the 2019 Regular Meeting schedule for City Council. Council Member Worel seconded the motion.

RESULT: APPROVED

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

2. Consideration to Approve Ordinance No. 2019-02, an Ordinance Approving the Frandsen Plat Amendment Located at 416 Ontario Avenue, Park City, Utah:

Tippe Morlan, Planner II, explained the proposed amendment followed by questions from the Council. For a more detailed summary of this item, please see the attached notes.

Mayor Beerman opened the public hearing. No comments were given. Mayor Beerman closed the public hearing.

Council Member Henney moved to approve Ordinance No. 2019-02, an ordinance approving the Frandsen Plat Amendment located at 416 Ontario Avenue, Park City, Utah. Council Member Ware Peek seconded the motion.

RESULT: APPROVED

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

3. Consideration to Continue an Ordinance Approving the 8680 Empire Club Drive - Residences at the Tower Condominiums Plat:

Tippe Morlan, Planner II, requested that this item be continued.

Mayor Beerman opened the public hearing. No comments were given. Mayor Beerman closed the public hearing.

Council Member Worel moved to continue an ordinance approving the 8680 Empire Club Drive - Residences at the Tower Condominiums plat to February 28, 2019. Council Member Gerber seconded the motion.

RESULT: CONTINUED TO FEBRUARY 28, 2019

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

4. Consideration to Approve the Level Five 2019 World FIS Championship Event to be Held February 1-10, 2019 at Deer Valley, Park City Resort Base, and Main Street, in a Form Approved by the City Attorney, and Approve a Special Event Fee Reduction for the Event in the Amount of \$222,292:

Jenny Diersen, Chief Carpenter, Alfred Knotts, and Calum Clark, USSSA Chair, were present for this discussion. Diersen reviewed the overview of the event. Clark thought the snow was great and some wonderful athletes would be at this event. Staff responded to questions by the Council. It was noted this was a one-time event. For a more detailed summary of this item, please see the attached notes.

Mayor Beerman opened the meeting for public input. No comments were given. Mayor Beerman closed the public input portion of the meeting.

Council Member Ware Peek moved to approve the Level Five 2019 World FIS Championship Event to be held February 1-10, 2019 at Deer Valley, Park City Resort Base, and Main Street, in a form approved by the City Attorney, and approve a special event fee reduction for the event in the Amount of \$222,292. Council Member Worel seconded the motion.

RESULT: APPROVED

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

VII) ADJOURNMENT

VIII) PARK CITY HOUSING AUTHORITY MEETING

I. ROLL CALL

Attendee Name	Status
Chair Andy Beerman Committee Member Becca Gerber Committee Member Tim Henney Committee Member Steve Joyce Committee Member Lynn Ware Peek Committee Member Nann Worel Diane Foster, City Manager Matt Dias, Assistant City Manager Mark Harrington, City Attorney Michelle Kellogg, Secretary	Present
None	Excused

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

Chairman Beerman opened the meeting for public input. No comments were given.
Chairman Beerman closed the public input portion of the meeting.

III) NEW BUSINESS

1. Consideration to Approve Resolution HA 01-2019, a Resolution Approving the 2019 Regular Meeting Schedule for the Park City Housing Authority:

Chairman Beerman opened the meeting for public input. No comments were given.
Chairman Beerman closed the public input portion of the meeting.

Council Member Gerber moved to approve Resolution HA 01-2019, a resolution approving the 2019 Regular Meeting schedule for the Park City Housing Authority.
Council Member Ware Peek seconded the motion.

RESULT: APPROVED

AYES: Committee Members Gerber, Henney, Joyce, Ware Peek, and Worel

2. Park City Heights Annual Housing Update:

Rhoda Stauffer and Jason Glidden, Affordable Housing Department, and Troy Goff, Ivory Homes Representative, were present for this item. Stauffer reviewed the units completed, sold, and under construction, and stated affordable and attainable units would total 65 by the end of 2019. Staff responded to questions by the Council.

Chairman Beerman opened the public hearing.

Emily Means, KPCW, asked about the market rate homes. Goff responded that the market rate prices were set with what the market would bear.

Chairman Beerman closed the public hearing.

More discussion ensued with regard to the timely completion of affordable and attainable units in Park City Heights.

3. Consideration to Amend the Park City Heights Housing Mitigation Plan:

Rhoda Stauffer and Jason Glidden, Affordable Housing Department, and Troy Goff, Ivory Homes Representative, were present for this item. Stauffer reviewed the housing mitigation plan amendments for Park City Heights. Staff answered questions by the Council.

Chairman Beerman opened the public hearing. No comments were given. Chairman Beerman closed the public hearing.

Council Member Joyce moved to amend the Park City Heights Housing Mitigation Plan. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Committee Members Gerber, Henney, Joyce, Ware Peek, and Worel

IV) ADJOURNMENT

IX) PARK CITY REDEVELOPMENT AGENCY MEETING

I. ROLL CALL

Attendee Name	Status
Chair Andy Beerman Committee Member Becca Gerber Committee Member Tim Henney Committee Member Steve Joyce Committee Member Lynn Ware Peek Committee Member Nann Worel Diane Foster, City Manager Matt Dias, Assistant City Manager Mark Harrington, City Attorney Michelle Kellogg, Secretary	Present
None	Excused

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

Chairman Beerman opened the meeting for public input. No comments were given. Chairman Beerman closed the public input portion of the meeting.

III) NEW BUSINESS

1. Consideration to Approve Resolution RDA 01-2019, a Resolution Approving the 2019 Regular Meeting Schedule for the Park City Redevelopment Agency:

Chairman Beerman opened the meeting for public input. No comments were given. Chairman Beerman closed the public input portion of the meeting.

Council Member Joyce moved to approve Resolution RDA 01-2019, a resolution approving the 2019 Regular Meeting schedule for the Park City Redevelopment Agency. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Committee Members Gerber, Henney, Joyce, Ware Peek, and Worel

IV) ADJOURNMENT

X) PARK CITY WATER SERVICE DISTRICT MEETING

I. ROLL CALL

Attendee Name	Status
Chair Andy Beerman Committee Member Becca Gerber Committee Member Tim Henney Committee Member Steve Joyce Committee Member Lynn Ware Peek Committee Member Nann Worel Diane Foster, City Manager Matt Dias, Assistant City Manager Mark Harrington, City Attorney Michelle Kellogg, Secretary	Present
None	Excused

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

Chairman Beerman opened the meeting for public input. No comments were given. Chairman Beerman closed the public input portion of the meeting.

III) NEW BUSINESS

1. Consideration to Approve Resolution WSD 01-2019, a Resolution Approving the 2019 Regular Meeting Schedule for the Park City Water Service District:

Chairman Beerman opened the meeting for public input. No comments were given. Chairman Beerman closed the public input portion of the meeting.

Council Member Ware Peek moved to approve Resolution WSD 01-2019, a resolution approving the 2019 Regular Meeting schedule for the Park City Water Service District. Council Member Worel seconded the motion.

RESULT: APPROVED

AYES: Committee Members Gerber, Henney, Joyce, Ware Peek, and Worel

IV) ADJOURNMENT

XI) PARK CITY MUNICIPAL BUILDING AUTHORITY MEETING

I. ROLL CALL

Attendee Name	Status
Chair Andy Beerman Committee Member Becca Gerber Committee Member Tim Henney Committee Member Steve Joyce Committee Member Lynn Ware Peek Committee Member Nann Worel Diane Foster, City Manager Matt Dias, Assistant City Manager Mark Harrington, City Attorney Michelle Kellogg, Secretary	Present
None	Excused

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

Chairman Beerman opened the meeting for public input. No comments were given. Chairman Beerman closed the public input portion of the meeting.

III) NEW BUSINESS

1. Consideration to Approve Resolution MBA 01-2019, a Resolution Approving the 2019 Regular Meeting Schedule for the Park City Municipal Building Authority:

Chairman Beerman opened the meeting for public input. No comments were given. Chairman Beerman closed the public input portion of the meeting.

Council Member Ware Peek moved to approve Resolution MBA 01-2019, a resolution approving the 2019 Regular Meeting schedule for the Park City Municipal Building Authority. Council Member Worel seconded the motion.

RESULT: APPROVED

AYES: Committee Members Gerber, Henney, Joyce, Ware Peek, and Worel

IV) ADJOURNMENT

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder

1 **Closed Captioning Notes**

2 *The following transcript is provided for your convenience, but does not represent the official*
3 *record of this meeting. The transcript is provided by the firm that provides closed captioning*
4 *services to the City. Because this service is created in real-time as the meeting progresses, it*
5 *may contain errors and gaps, but is nevertheless very helpful in determining what occurred*
6 *during this meeting.*

7 >> Okay. Welcome, everybody. Our first meeting of 2019. This is the regular session
8 January 8th and all of council is present. I am going to announce that I think this is our
9 first meeting with closed-captioning, so if you speak, whether it's at the dais, at the
10 podium or up front, please mention your name first. We want to try to get the record
11 correct on this. The people -- we are actually having physical human beings transcribing
12 this. They don't know us so they need our names. With that,

13 **Council Questions and Comments**

14 >> And those comments were by Andy Beerman.

15 >> Thank you, Tim Henney. Okay. Tim, why don't you kick us off. You prime the pump.

16 >>Tim Henney. Well, we had Christmas and New Year's on my calendar, so good job,
17 everybody. No, actually, we had quite a -- I think we had quite a big increase in guests
18 in town on the second week between Christmas and New Year's. I think the week
19 preceding Christmas there was a little lighter than probably many of us had anticipated-
20 issues and kind of heard that from some of the chamber reports, but then after the
21 second week of Christmas into New Year's we really picked up, and I'll say from
22 personal experience as of last Sunday is when we went back to our in between. So kind
23 of nice to have this little exhale in between the peak of the tourist season. But -- and I
24 look out my window and I see Deer Valley parking lots. That's how I judge what's going
25 on in the last few days. They have not filled up or even come close to putting many cars
26 in the bottom parking lot. So those are the days I like to go ski. I did attend this morning
27 on actual city business, Mountain Lands Community Housing Trust board meeting, and
28 things continue to proceed well there, although they did talk about the government
29 shutdown. It's kind of interesting. I hadn't thought about this is the ripple effect out into
30 some of our local organizations that are dependent upon federal funds and grants, and
31 Mountain Lands is one of those. A lot of their money not only for the building
32 construction, mortgage and sale of the homes, but also for the staff that they have at
33 Mountain Lands comes from some source of either State or Federal, primarily Federal
34 funding. And Scott Loomis said if the shutdown were to continue for another month,

1 that's when things would get difficult and they'd have to start making some decisions as
2 that particular organization. They're good for a month, but if it goes beyond an additional
3 month, they would actually have to take some action and do something about it. The
4 other thing I just wanted to mention was yesterday was an amazing community event
5 recognizing Bob Wheaton's years at Deer Valley and acknowledging him, and Andy
6 gave a great – he was one of the speakers and gave a great presentation of a street
7 sign, which is the connector between the Guard Road and the Silver Lake Loop, and it's
8 going to be called Wheaton Way and the sign was already up so that was fabulous, and
9 just a great community event. It was kind of who's who of everybody. Andy, I loved your
10 comments about how Bob had been the general manager of Deer Valley through four
11 mayors of Park City, so that would be all the way -- Brad Olch, Dana Williams, Jack
12 Thomas and yourself unless he went further back than that, but that's pretty amazing,
13 and I loved hearing about it through that lens. That was a really interesting way to think
14 about it. And that's it.

15 >> Becca. >> Well, so I will second Tim's thoughts about the Deer Valley event. That
16 was great. And well spoken. And then I have not had any city business over the past
17 two weeks but I did work my hine off over the past two weeks, and I will say that there
18 were a lot of people in town, and I just wanted to take a moment and acknowledge all
19 the work the city staff does and transit does over the holidays while everyone else is
20 celebrating. We are working so hard, and we actually probably spend less time with
21 some of our families during this time, so thank you all to everyone who worked so hard
22 over the past couple of weeks to keep everyone safe, to keep our city beautiful, to keep
23 the roads clean and the sidewalks clear. Good work, everyone.

24 >> Lynn. >> Great. Well, ditto on the Bob Wheaton event last night, a very gracious,
25 humble man who is deserving of any award or recognition bestowed upon him. It was
26 really nice, and, of course, getting a personal thank you from him late at night last night,
27 wow. So all I can say is that there is something in the air about this winter being a real
28 winter, and it's beautiful, has kind of created that. It's kept things really fresh and
29 beautiful in the snow, and I think there's just this happiness in the air around town,
30 which I'm really glad to see, and I thoroughly enjoyed the holiday. And city business, not
31 a lot.

32 >> Ditto on everything that's been said. I did have an opportunity because the mayor
33 was out of town, so I got to be mayor pro-tem, and I got to marry two members of our
34 workforce. And it was a really sweet, special wedding. It was the day after Christmas,
35 and to show their dedication, both of them are really involved in making sure that our

1 visitors have a fabulous experience while they're in town, and so they had each worked
2 a ten-hour day and then we got -- they got married late that afternoon. And it was
3 important to them that they not miss any work because they knew how important it was
4 that they stay on the job. So that just shows the dedication of the folks we have in town
5 and it was really a beautiful ceremony. And then I also had an opportunity to meet with
6 some staff. We're still working on that pilot program for jobs for people with
7 neurodiversity, and stay tuned on that one because we're kind of chugging along with
8 that. That's exciting. That's it. >> And that was Nann Worel. >> Oh, sorry.

9 >> That was Steve Joyce. >> So I did absolutely nothing for city business but I will take
10 personal responsibility for having created 24 inches of snow over the last few days so
11 thank you very much, and we'll keep the city running for at least another

12 >> Okay. Well just wanted to say what a great finish to 2018, which was a very
13 productive year for the city, and I want to thank Diane for sending out sort of a summary
14 citywide of many of the great things we accomplished in the year. And I am really
15 looking forward to 2019. I think we're going to have a fantastic year ahead of us. So look
16 forward to what comes next. The Bob Wheaton event, it was fun, it was a little sad. Bob
17 is probably one of our last, what I would say, active elder states people in this town. He
18 has been head of Deer Valley through four mayors, but I think he's been in a leadership
19 role through six. He's been there quite a long time. And there's just a lot. Bob embodies
20 what Park City is about, and just a few of the things are that he's humble. He's been
21 community-minded. He's always hands on. Every day he got out and spent time around
22 his staff. And he took great care of his people, not only the people that worked for him
23 but his partners and folks in the community, and I just hope when we look back on some
24 of the great people that brought this town into the modern era, we remember him and
25 we remember the lessons he taught us all because I think if we can continue to lead in
26 his style, we're going to build a great community. With that, let's kick off with - wait. I
27 missed one very important point which is wishing Diane a happy birthday. Yay! >>
28 Whoo!

29 >> And Steve. >> Steve, did you have a birthday as well? >> Happy birthday. Tim,
30 would you lead us?

31 >> It's your birthday song. It's not too long. >> Whoo! >> Okay. Now do we have any
32 staff communications?

33 >> Diane foster, no.

1 >> We will move on to

2 **Public Input.**

3 If anybody would like to speak about a matter that is not on tonight's agenda, please
4 step forward and give us your name. No takers. Okay. We will close the public hearing
5 and move on to

6 **Consideration of the minutes from December 11th.**

7 >> Becca Gerber speaking. Your Honor, I move to we approve the minutes from
8 December 11, 2018.

9 >> And Lynn is seconding,

10 >> All in favor. >> Aye. Are we overdoing this?

11 >> No, this is outstanding.

12 >> Probably not for the first couple meetings, and then they might learn our voices.

13 >> Let's work on that. And we also have a new reporter here so we're going to help her
14 out too.

15 >> Hi, Emily. >> Emily, did you want to introduce yourself? Because public input
16 probably would have been the time, but we can make an exception if you'd like to come
17 up. >> It's a brand new podium. >> Speech. >> That's the first of many things that you
18 will be required to do.

19 >> I don't have anything prepared. Hi, I'm Emily Means. I'm the new city hall reporter at
20 KCPW. Very good to see you. I'm from Salt Lake, and that is what I have to say. You
21 have a really nice city.

22 >> You'll have fun with us.

23 >> That's it. Glad to meet you all. >> Welcome back, Emily. Okay. Back on, we just
24 approved the minutes. We'll move on to the

25 **Consent Agenda.**

26 >> this is Nann Worel. Your Honor, I move that we remove Item Number 1 from the
27 consent agenda. >> Okay.

1 >> Becca. And can I just ask, is Item Number 5 coming up as part of the FIS
2 discussion? Because I think there might be part of it, but I had a few questions about
3 that, but if we can exist in the FIS part, then I'll do that. I see Alfred nodding so I'll ask
4 my questions during FIS.

5 >> Okay. So do we have a motion to remove item 1? >> I'll second that, if it needs to be
6 seconded. Tim Henney. >> Aye. >> Would we like to move on and approve or deny
7 items 2 through 5?

8 >> Your Honor, I move we approve consent agenda items 2 through 5. >> Said Becca
9 Gerber. Seconded by Nann. >> All in favor. >> Aye.

10 >> Okay. Let's address consent agenda item 1. >> So my concern continues to be
11 bilingual emergency management because Spanish is their first language and they may
12 not be able to read emergency notifications in English. So I know we're contracting for
13 quite a while with the same service, so are we with getting Spanish notifications through
14 them?

15 >> Yes, ma'am And this is Mike, Park City Emergency Manager. So we have currently,
16 at last look of two weeks ago, we had three people signed up to receive Spanish
17 notifications, and we actually released our first one when we had our email bomb threat
18 on the 13th of December.

19 >> But how is word getting out to our Spanish speaking population that that's even an
20 option? Because I don't know that people know that they can even sign up to do that. >>
21 Right. We were doing some community outreach, and I will need to check on the status
22 with the community engagement team.

23 >> I'd be really interested in that, and maybe we can work through our employers and
24 other areas because I think that there's a lot of people that would like to know that we've
25 got an issue going on.

26 >> Absolutely. And I can also work with our community officer in order to spread that
27 word as well.

28 >> Thank you. Can you just keep us posted on that.

29 >> Yes, ma'am. >> Thank you.

30 >> So my question for you. The question we send out, we determine the text on that,
31 correct? >> We do.

- 1 >> And is there a limit on characters?
- 2 >> There is a limit on the text currently, the texting itself. Emails, so -- and because our
3 system allows to us send phone notifications, notifications through an app, emails, voice
4 mail, and in text, there's we can.
- 5 >> Is there any reason why we couldn't send out the texts and emails bilingual, write our
6 own copy, so it could be read either in English or Spanish?
- 7 >> So we actually did that on the 13th. We actually released a separate notification in
8 Spanish so that the public, those recipients would get that message.
- 9 >> So then it isn't an Everbridge issue if we're able to do that. We just need to get the
10 word out to our Spanish speaking population.
- 11 >> And get them to sign up, yes. >> Get them to sign up and then they'll get a bilingual
12 message if you want to go that route. >> Absolutely, yes, sir.
- 13 >> Non-profits are happy to help push that out. >> Very good.
- 14 >> Yeah, Lynn speaking. And I think that the school district has had some success with
15 their notification program, although I know the one that's used, the Sam Salem company
16 -- I'm forgetting. Does anyone know what it's called? Just interviewed him a couple
17 weeks ago and I've forgotten. But they're able to detect, you can -- well, when a
18 message comes out in English, you can answer in Spanish and ask for in it Spanish and
19 then it detects or whatever language, I mean, it's up to like 150 languages,
- 20 >>so I don't know if there's anything like that in Everbridge because it's not really a
21 back-and-forth. It's just a notification.
- 22 >> There's a way for recipients to indicate that they have received the message. They
23 can confirm that they have received it. Within the app they can actually send us pictures
24 back, although that's not a feature that we've employed to date.
- 25 >> And then just another thing when I was reading through the staff report, I was really
26 pleased to see how you came up with, you know, 80% of the homes are in the county,
27 20% in the city, and that's how you came up with our annual contract price, and this is a
28 little bit of nickel-and-diming but it's kind of on principle. Then we went -- so our annual
29 cost is \$4,084, and then it comes down to the community engagement fee, and then we
30 just split it. It's 50%. So it ends up being, you know, half of what our annual cost is, the

community engagement, and for the county it's a fraction of what their annual cost is for the community engagement piece, and I just thought that that was curious.

>> We actually use it very heavily, whereas the county barely uses it to date. They're going to start doing that, is my understanding, but we use it routinely.

>> Andy. Last I checked, the city is part of the county, so that's a little bit of a funny one, but I think to Lynn's point, I would suggest we track it going forward, and next time we circle around on this I suspect we are county residents and the events impact everybody in the western side of the county, so it is a little bit of funny math, but I do appreciate the fact you were able to split this up, population based, the larger part of it with the county and gained us some savings, so good work on that.

>> Thank you. And the county is actually saving as well by partnering with us on this contract.

>> Great. As a reminder, we have an extra benefit with Mike in that he's fluent in Spanish, so he's able to do that real time, and we don't have to bring in a translator for that.

>> Man of many talents. >> Can never take a day off.

>> This is Nann Worel. I move that we approve consent agenda item number 1. >> Second. >> All in favor. >> Aye. >> Thank you, Mike. >> Thank you very much. >>

New Business,

>> **Item 1.** This is Michelle Kellogg, By law we have to notice all of our meetings for the coming year, so that's what this is ordinance is.

>> Great. Does anybody have any questions, comments, concerns?

>> This is Tim henney. Have we made sure to work around everybody's social calendar on this? Just want to make sure we've got that figured out.

>> Steve. So for what it's worth, it's a good opportunity. I sent a note but I will miss March 21st. My social event is my mom's knee replacement surgery so I will be gone on March 21st.

>> Or we can move the schedule to accommodate that.

1 >> There you go. That would make my mom happy. We will now open the public
2 hearing on this matter.

3 >> Would anybody like to comment? There are no comments, so we will close the
4 public hearing. Lynn?

5 >> I just have a question about right above the dates where it says, "meeting shall be
6 held on Thursdays," blah, blah, blah, 6:00 p.m. except when there is no forum, no
7 pending business or the regular meeting date falls on the holiday, and so my question is
8 for days like today where we're having it on a Tuesday, that is considered pending
9 business? I just wanted to make sure that we accounted for that in why we said that
10 we're changing -- see what I'm saying? For all of the Tuesdays and all of the meetings
11 in January. You know, do we -- the wording for that exception.

12 >> Michelle Kellogg. Isn't Tuesdays in parentheses there next to the January dates? >>
13 Yes.

14 >> So we made that exception noted.

15 >> Andy. So just to be clear, everything if we approve this, everything on here is
16 considered a regular meeting at this point, and if we add a meeting or move a meeting
17 it's then called a special meeting.

18 >> And it will be called for pending business or something like that. No quorum. >>
19 Okay.

20 >> Lynn. That's clear. So I will move that we approve new business item number 1. >>
21 Thank you. >> A second from Nann. All in favor.

22 >> It passes we have a calendar. Okay.

23 **Item 2** >> My name is Tippe Morlan. This item is a plan amendment for 416 Ontario
24 Avenue. It's an old town lot with an interior lot line running through an existing house.
25 It's proposed to be removed so that the owner can potentially conduct remodels.

26 >> Becca. >> So the house was built in 1904 but it's not compliant with the historic
27 standards. Is it because there are modifications to the home or is it because it's not a
28 Victorian era house?

29 >> From what I understand, it's because of the modifications of the house based on the
30 surveys.

1 >> Is the railway tie, is there some significant -- I mean. >> The retaining wall is not. >>
2 Thank you. >> It was considered.

3 >> Any other questions?

4 Nann. >> So by doing this, that would give enough space to construct a duplex there? Is
5 that right?

6 >> I don't believe they have enough square footage for a duplex in this zone.

7 >> That's right. All right. Never mind. I see. Thank you.

8 >> It says, Nann, in there they can only accommodate a single family dwelling. Andy.
9 Okay. We will now open the public hearing. If anybody would like to step forward and
10 comment on this matter. Okay. There are no comments so we'll close the public
11 hearing.

12 >> Your Honor, Tim Henney. I move that we approve new business item number 2. >>
13 Lynn will second. >> Great. All in favor. >> Aye. >> That passes.

14 **On To Item Number 3.** >> This is Tippe Morlan again and I'll be presenting this for
15 Kirsten Whetstone. This item is proposed to be continued to the February 28 city council
16 meeting due to the planning commission continuing their public hearing to January 23rd.

17 >> Great. If there are no questions, I'll go straight to the public hearing because it is
18 noticed. We will open the public hearing. If anybody would like to speak on this matter.
19 There appears to be no interest so we will close the public hearing. Do we have a
20 motion to continue?

21 Nann. >> Your Honor, I move that we continue new business item number 3 to
22 February 28, 2019. >> Becca seconds it. >> All in favor. >> Aye. >> You guys are doing
23 great. Everybody knows their name. Okay.

24 We are on to **New Business Item 4.** Talk about the world championship. Jenny, you
25 brought a team. Welcome back.

26 >> Good evening, mayor. Jenny Dierson, Special Event Manager. I also have Calum
27 Clark. World Cup Event Manager for U.S. Ski and Snowboard. I made Calum promise I
28 got his title right because last time I didn't. Then we also have Chief Wade Carpenter
29 and then also Alfred Knotts with Transportation Planning. We are here tonight with you,
30 city council, to approve the Level 5 event, the FIS 2019 World Championship. We are

1 also asking for council to approve a fee reduction in the amount of \$222,000 and some
2 extra change there. I do want to start by saying we were here back in November, and
3 we did a work session with council just about the upcoming plans for the world
4 championship and heard some comments and feedback from council. Over the last few
5 months, about eight weeks, we have been working on bringing all those details
6 together, both in coordination with Calum and his team as well as with police and sheriff
7 and the resorts and then Transportation Planning as well. So tonight I just wanted to
8 take a quick overview of what the event is and highlight a few key points and then we'll
9 turn it over to council for questions, if that's okay with you, Mr. Mayor. Really quick, just
10 to review the event, the dates of the event are February 1st through the 10th. We are --
11 there is an overlap with Sundance Film Festival. We just wanted to acknowledge that
12 Calum worked with his team to start the event up at Solitude on the 1st. February will be
13 opening ceremonies at Canyons Resort and are the big air competition. We are in very
14 close coordination with the county, both for transportation and security and then, of
15 course, the resorts as well on that day specifically. There are also events happening
16 throughout the county and the city with Sundance. And then on February 3rd events
17 begin in the city, kind of the motto is daytime events are at Park City Resort base.
18 Evening events starting on the Wednesday through Saturday. And then closing
19 ceremonies on Main Street. That'll be on February 10th. That's Sunday. That concert is
20 earlier than some of the concerts have been in years past, and that is to encourage
21 when that ends, people go back to Main Street to the restaurants and businesses there.
22 Part of our coordination has been on community engagement and getting out into the
23 community and letting them know what to expect with this year's event. I think in the last
24 meeting, Tim had made a comment specifically about how is this different than what
25 we've done in the past and how are we getting that message out to the community, and
26 we have been training for this type of event, and it is a little more than usual but we are
27 ready, and so when we did Sundance outreach, we reminded people of what to expect.
28 There are not a lot of impacts on Main Street specifically but during the event you will
29 likely see some more impacts in Deer Valley and some of the resort areas and so really
30 coordinating with the partners we have through those engagement plans. As we work
31 through Sundance and the week after we will do additional research to merchants on
32 Main Street reminding them specifically about World Championships but both things at
33 once tend to confuse people a little bit so just want to hit on those outreach
34 opportunities. I also want to acknowledge the coordination that we've had with
35 Sundance and all the jurisdictional parties. It's probably pretty difficult for me to
36 remember all of them off the top of my head but the resorts, the county, the school
37 district, HPCA, the community members and just the questions we're getting in being

1 able to answer and address some of their questions of course, with Sundance making
2 sure we're super coordinated on everyone's operations. Quick highlights on
3 transportation. Transportation is key to the success of this event. And so just to
4 acknowledge a couple of things, I've talked about coordination. We are bringing in
5 additional transit for the events and Kenzie and Alfred have been working on that. That
6 was the contract that was earlier on in the agenda, and we will be running also the
7 traffic command center. That has been -- we've been coordinating that through the
8 holiday but we will really hit the ground running with that during both Sundance and this
9 event, and so that's an incredible asset to have in the city. Just today we were working
10 with Calum and he was talking about how incredible it is that we have these assets that
11 are here in place, essentially year round in the city, and that we're able to use them
12 during events like this. And then security, we have also done a lot of work with Andrew
13 and his team and Wade and his team have been doing a lot of "see something, say
14 something" training. This is about community policing and letting people know that they
15 can contact the Police Department if they have questions or if they see something that's
16 not quite right. I do want to acknowledge that very similar to Sundance when you enter
17 a venue you may be asked at certain venues to do a bag check or a coat check. That's
18 simply opening your coat trying to make everyone is as safe as possible, secure
19 venues. Then I also wanted to mention we have a lot of city personnel out there doing a
20 lot of work now, and as we lead into a busy season ahead of us, whether that's Streets,
21 Police, Parks, and there's bus operators, all of those types of things out there. The
22 restaurants, the hotels, and so it takes a really big village of all of those people to make
23 these types of things able to happen. And it's important to remember that everyone is
24 out there just trying to help people and to keep people safe, and I think that that's a
25 really important message that we need to continue through as we lead through
26 Sundance and World Championships and the holiday weeks ahead of us. Lastly, the
27 last point on the slide is we have budgeted for city services. The current estimated
28 amount for services for this event is up there on your screen. It is heavily focused on
29 Transportation Planning as well as Public Safety. There are other things on there, such
30 as building permits, that takes care of some of the infrastructure up at the resorts and
31 on the street for the concert and things like that. And really I'm happy to answer any
32 questions.

33 I don't know, Calum, really quick, if you want to add anything. >> First of all, thank you
34 for the work that's being done by the city staff, particularly Jenny. Christmas, the day
35 after Christmas, New Year's Eve, phone calls in confirming details and then the Wang to
36 make sure the I's were dotted and the T's were crossed and that was the last minute.
37 From a planning perspective for our events first thing we have snow, and it's good, and

1 the resorts are doing a tremendous job with the venue preparations, for those of you out
2 there in Park City the half pipe is almost built. It's in great shape and Deer Valley is in
3 excellent shape. In that respect it is silent. From an athlete perspective the focus on
4 Park City, the email stream. We are expecting a great turnout of athletes and looking
5 forward to some incredible competition. Elite athletes.

6 >> Andy. Great. Does council have questions?

7 Nann. >> Can you please remind me what was budgeted? You said we budgeted for
8 city services. What's the amount that was budgeted?

9 >> So the entire amount that \$222,000 is what we budgeted for this event, and then
10 specifically for Transportation and Public Safety there are specific amounts in the report.
11 I believe off the top of my head I said Public Safety is \$70,000 and Transportation
12 Planning and Transit is about \$125,000.

13 >> So at the time we approved the budget –

14 >> Yes. >> I'm trying to remember. We knew it was going to be \$22,000 and change.

15 >> Becca. >> Also, this was kind of my question earlier. We approved Consent Item
16 Number 5 where it was the additional buses, and I heard before I even had a chance to
17 write an email I heard Matt Dias talking on the radio this morning, so will you guys be
18 using some of the additional charter buses as well as the cost of what is it, like?

19 >> Alfred. It's \$160 an hour. Right now we're not sure we're going to need them. We
20 budgeted that number back in July, obviously, when our seven Pro Terra buses, we
21 weren't sure on a delivery schedule on those. We lost another bus. We didn't lose it. We
22 know where it is. It's down at the mechanic's, but we lost a bus in an accident. The fear
23 again was -- again this is a lot of contingency planning. We talked about this last year
24 with Diane and just more recently with the mayor. We're really trying to treat this like a
25 mini Olympics and we didn't know what the venue was going to be, the draw was going
26 to be. We're still a little, I want to stay fuzzy but they were, the Calum folks, nothing
27 against them but we don't know these details. We also budgeted in that number for the
28 \$160 for the charter service, which does include the potential for other events also, not
29 just for this event.

30 >> I heard mention of Sundays too. >> Exactly.

>> So do we pass along, though, any of the cost of that additional charter service? Or is that taken into the Transit Department.

>> Yeah, we just absorb that. That could be a discussion we have down the road but it's nothing that we have asked for or they have demanded. It's contingency planning. Going back to the bulbs accident, too, if we lost another bus or had another accident during Sundance, do we have to scramble, so it really was just making sure we dotted our I's and crossed our T's.

>> Can I ask a couple more questions? >> Please. >> I was just wondering how you and your staff are feeling. We know that you will step up to the plate and be able to provide security but this starts to remind me of the summertime schedule where it's one thing on top of the other. Do you have enough staff? Are you bringing in people from other jurisdictions to help cover going straight from Sundance into something >> It will be a long process for us and we're prepared for it. We have worked with several other entities that are going to assist us. Staffing is always one of those issues that moves depending on what major incidents occur and so we have to be a little bit flexible, but right now it looks really good.

>> That's good.

>>Most important question, do you know who the band is going to be for the closing ceremonies yet?

>> We do not know yet but I think we'll know soon.

>> We've been asking that since August.>> We'll let you know.

>> It is out to contract. We should able to announce it by Friday. We are very much hoping to announce it right here, but –

>>Andy. Council doesn't have to approve this until we know what the band is. [Laughter] Steve? >> I want to say working with Alfred and his team on the traffic center, we have seen a huge improvement.>> Okay, good.

>> So we're really excited to see how that's going the work for the outload. Obviously we have a lot of different dynamics on this, and we're working closely with the county, but I really think it's going to give us the ability to monitor and manipulate what the traffic flows are. Right, Alfred?

>> Yes. You're right on that. The tail end of the holiday period we saw that huge uptick. We didn't have our staff scheduled for that so I called the contractor and told him to get back up here. So they did the same kind of cycles and we saw a lot of good flow and egress during those evening periods, and we were able to essentially pre-program all that preemptively. We kind of got caught off-guard the first night when there was a considerable balk-up on Deer Valley Drive. We looked at those numbers, those volumes that time of day and literally adjusted those cycles. >> Thank you.

>> Steve. >> I was just surprised when I looked through here that at least for the peak events like the huge events at Deer Valley in the evenings, that we aren't going to run any buses or shuttles from Richardson Flat. That was just listed as a carpool lot, which any reason why we're not going to use that?

>> We continue to debate that about the utilization of it, and just the distance and being able to get people from that venue to Deer Valley. I mean from the lot to Deer Valley. And the distance. We use it during Sundance, what we do is transfer everybody at Eccles and that way they can go to different venues so we're batting that around and we do have that ability and that's what that contract does give us the ability to do, to not have to adhere to our federal regulations. We can provide charter service. So that is a topic of discussion still.

Steve>> It just seems that with the changes that you guys were kind of -- tension with the concert back in September of giving the buses priority kind of in one direction around the Deer Valley loop circle, that it's part of that whole philosophy of how can we make it so the buses are a better solution than the cars, it seems like if you're going to do that, you've got to do that soon because it's got to be part of the whole parking plan and everything. Like Richardson Flats, kind of the dark thing out in the middle of nowhere that people don't see, but if you make it a big part of your bus transit plan, it seems like it could potentially be more useful. I don't know. If not this year, it seems like for future events. We've got Richardson Flats sitting out there gathering snow right now. I mean it seems like such a waste with all the things we're trying to do.

>> That's something we can discuss certainly in the next day or two. You're right, if we're going to pull the trigger on that we need to do that ASAP.

>> I think during world championships the venues air a little bit different than they are during Sundance so the way that the transit system works now is they're focused on existing services and also existing venues and when Sundance comes, that lot is helpful for bringing people from out of town a lot, not all of the people coming in are already in

town, to send them out to Richardson Flats might not be the best. It might be something that we can discuss about trying on a couple of the peak nights or something like that if that's something you would want to do. It's also messaging with consistency, so the idea of doing it just for a couple of days versus the whole time frame. We do have coordination for additional lots with the school district and resort, so if you ski at Park City during the day and you're going to Deer Valley or vice versa, the idea is to keep your cars parked at those lots and not to travel between, and that's also part of the meetings we're trying to get out. With this event we're not so sure that lot is actually needed. Homestake will also continue. Blake did a lot of progress getting that for both Sundance and world championships so just those thoughts too.

>> For those increased in-town services we will be adding an electric, one on the blue, one on the red, one on the lime, and two yellows going to Deer Valley in addition to the two that serve on those busy, busy nights, but the continuity and service throughout the whole event aside from those Deer Valley yellows will be continuous throughout. We met with the drivers the other day and we thought we would keep it consistent. They have to keep the drivers' payroll and on-site as it is so we're paying the drivers, might as well pay them to drive. >> Thank you.

>> Lynn, did you have a question? >> A couple of questions. I should have these numbers at my disposal, but I don't so hopefully you have them right on the top of your head. So, on the application it says 65,000 people. Is that over the duration? >> That's correct.

>> And so when we compare that to World Cup, what do we get for the World Cup during two or three days that we host the World Cup?

>> Normally up at Deer Valley during World Cup we see somewhere between 5,000 to 8,000 people up at Deer Valley each evening.

>> And some of those people are already up there and skiing and then others come. Really where the coordination is I think for transportation and public safety is during the load out of the resorts and the load out of the school district, and then the load in of the event and then the load out of those events. But we anticipate seeing around those numbers at Deer Valley, not a huge- We probably will see the same numbers of attendance to the Main Street concerts that we normally see and then disciple events I think at the resorts, a lot of people are working and so some are probably the larger events 1,000 or 2,000 people at those.

1 >> That gives me a pretty good idea knowing that. What do we say for Sundance that
2 we get in terms of crowds over the ten days?

3 >> You should know that off the top of my head. I think it's around 70,000 people but I
4 might not having that number correct.

5 >> I was just trying to get a mind's eye picture.

6 >> That varies depending on –

7 >> And that's over ten days. >> Right, over ten days. >> It's a little higher than that.

8 >> Right, right. So I just wanted to say, Calum, that in reading the packet, the number of
9 times you used the word "existing" I was going to count those up but I didn't. Existing
10 venues. Everything that's already existing is what you're using, and I just -- I really like
11 that influence and looking at sort of a sustainability model where you're also giving out
12 the gift of the collapse. It will be a water bottle, and I think that's going in a direction that
13 certainly all events should be going in, and so –

14 >> Yes. We can speak about that over dinner some time about where these major
15 events need to go, and the great thing about this community, the fabulous thing about
16 this community is we have World class venues, and using those world class venues in
17 harmony with existing infrastructure, in harmony with the existing transportation, and
18 working in harmony with the fact that this is a fully operating tourist town was really
19 important for us. Success and a great -- but we also want to be invited back, and the
20 way to do that is to make this sustainable. Sustainable conomically and sustainable
21 functionally. That from the very beginning was a major focus of our event plan.

22 Lynn>> Great. And then a question I think maybe to you, Jenny, is \$222,000 is no small
23 chunk change we're asking our community to pay that. And in this day of a lot of
24 Olympic bids falling out because the potential host cities say, no, we don't want to take
25 on the overflow costs, we don't -- we'd rather not host an Olympics, and you're seeing
26 that a lot now, and this means that many Olympics, as we just said. I'm just kind of
27 curious, and I'm a little bit new to the whole fee waiver thing -- this is different than our
28 normal fee waiver that we grant to our local non-profits in that it's big, and it's a little
29 different, it's on the world stage, kind of this is who we are, this is what we do, but I'm
30 wondering, I feel like we approved these fee waivers in a vacuum, that we don't know,
31 you know, while we are paying \$222,000 and it's what it costs us for safety and
32 transportation, you know, what are the FIS and the USSA paying. You know, like we
33 don't really -- do you look at their budget to see how much their outlay is? And I'm just

1 wondering how we, just how we rectify all those numbers so that it comes out a fair
2 shake for the community as well as for the organization.

3 Jenny >> I think we, you know, we coordinate and we do look at those numbers and
4 some of that information is sometimes provided in the fee reduction application. I think
5 to be fair, too, the resorts take on some of those costs as well, so I think the costs
6 across the board are shared between specifically with this also local non-profit
7 coordination with this event going on as well. I mean, through the fee reduction policy,
8 this goes through a staff committee, so at the departments that are affected sit on that
9 committee, and I believe off the top of my head there are seven criteria that we look at.
10 This is an example of an event that hits I think every single one of those points of that
11 criteria. So whether it's providing free programs or being economically viable for the
12 community and getting the marketing value or providing sustainable programs and
13 really working on transportation priorities, all of those things, this event went above and
14 beyond and did, and so that committee recommended the full approval.

15 Lynn>> Great. Thank you.

16 Andy>> I actually want to touch on that question a little bit because it's a great question,
17 Lynn, and just to point out, I think Park City purposely is going above and beyond on
18 both public safety and transportation beyond what other communities might do, and
19 that's because those are things that are near and dear to us, and it's important. We
20 want to make sure that everybody visiting us is safe and we want to have a seamless
21 transportation system because it's something we repeatedly hear from our residents.
22 They don't want to be impacted. This is also an event, I believe everything is free with
23 this, correct?

24 >> Yes. Every event is free.

25 >> And so this is a little bit -- we're going -- some of the top athletes in the world will be
26 here and our community gets to participate in the whole event, so we do feel there is a
27 little bit of giveback and celebration of winter sport. And it looks like there is a good
28 chance we will be making an Olympic bid, and this is maybe proving that we still have
29 our mojo on that, but if you're wondering what the cost would be of the Olympics sort of
30 scaling up from this, really the approach on the Olympics is different in terms of there
31 isn't a request for fee waivers on that. The city would typically pay only their fees and
32 the rest would come from the Olympic organizing committee, so you want to be careful
33 not to do this costs this and the Olympics will cost that. That's a whole different
34 discussion and it's handled very differently.

1 Jenny>> Let me add one more thing. think it's important to remember this is a one-time
2 unique event. This isn't an annual thing that happens, and I think too, we have unique
3 circumstances and events this year -- did acknowledge and know and try and plan the
4 best we can for the increased fees, so I just want to make sure that's also said.

5 >> One more. >> Yeah, Tim. >> Tim Henney. And I generally don't like to look at things
6 from just a straight economic equation standpoint, but this one I think is worth talking
7 about because, Andy, everything that you said was additional level and service and
8 benefit to the community, a free event that everybody gets to participate in, and those
9 are in my opinion by far and away the most important issues, but let's not forget that this
10 can be viewed as an investment, and the return on that \$222,000 in the form of taxes
11 that are collected in sales tax and lodging fees and all the things that we put into our
12 budget are probably a significant multiple of that, I would guess. I don't know what it is
13 but it wouldn't surprise me to hear that is a multiple of ten or something like that. So just
14 from a purely looking at it from the numbers standpoint, it makes a ton of sense for this
15 sort of thing too. And that is similar to a lot of the things we do, we kind of justify them
16 on that basis, but as Lynn points out, it's different because of the magnitude of this one.
17 It's so huge that I think it's worth sort of explaining in detail all the nuanced aspects of
18 this particular fee waiver. Anything else that you would add to that? I mean, I think Andy
19 covered a lot of it, but I'm -- it is a big one, and I think it's worth the community
20 understanding why it's there.

21 Jenny >> I mean, you know, I think it's taken us to be fair, a year to plan this event. It's a
22 mini Olympics. It's a big event. It's also a community event. And I think this, for all of the
23 reasons I think in that fee reduction and that criteria that we have, we look at that, we
24 take it seriously, and I think this one isn't just the city in on the fees. I think it's the
25 county's coordination, it's the resorts, it's USSA and lots of other partners all taking part
26 of this. So I think that -- Calum.

27 >> I've got one more. Tim Henney. Alfred, this goes back to that Item 5 on the Consent
28 that Becca was talking about earlier and I wanted to follow up with something. Every
29 time we contract for any form of transportation services, we always hear from our local
30 transportation providers, hey, we didn't know about this, there wasn't an RFP or I could
31 have done that for a fraction of the cost and how come you're not using me. Can you
32 help us understand what process this went through. Was there an RFP? Providers?
33 Just kind of fill in the blanks on that so that we're not fielding those questions. Yeah,
34 this is Alfred Knotts, Transportation Planning. It went through the RFP process and
35 solicitation process. The specifications were such that we requested minimum of 35-foot

1 transit buses, so that is why we saw the submittals that we did. So we got two
2 submittals. The costs were very, very similar, per hour cost. They were both very
3 qualified. The reason we went with two is also the buses are going to be tapped during
4 Sundance so we needed to have a backup vendor, so that's why we put two on there.
5 But we did make sure that it was very well advertised. Jay even did a little article on it as
6 well. On the RFP process. And those were the two that we got. So I don't think that,
7 based on the specifications and the fleet and the rolling stock that we required, those
8 providers couldn't provide that service.

9 Tim>> Have you heard any criticism of the process being unfair because of the criteria
10 that was built into the RFP? We've heard that in the past.

11 >> No, we were very explicit that this really is the function as a supplemental transit
12 service to us, so it wouldn't be any different than if we had a contractor that provided our
13 transit service for us on a day-to-day basis, also. >> Okay. Thanks.

14 >> And I will go back to your question or your comment on what we see on a return on
15 investment in that direct nexus to transportation sales tax in the county is heavily
16 generated from sales tax and resort sales tax, too, so I think we will see a very good
17 return on our investment in from perspective also.

18 >> Nann. >> Will we be getting a full debrief of the whole event when it's over? >>
19 Yes.>> Good. >> Okay.

20 Calum>> I don't want to assume an approval. >> We still have to do public input. >>
21 This is Calum Clark. After this conversation in the prior presentation, deep thanks from
22 the -- to the city and the council. The belief in winter sports, the support and willing to
23 invest in winter events and driving the pipeline for future Olympians, we as a national
24 governing body is hoping to see not just a great event but to inspire a whole new bunch
25 of locals to get to the jumps, ski moguls and rip the mountain. Thank you again for your
26 investment and your belief in our sports.

27 Andy>> That seems like a great segue to go to public input. So is there anybody from
28 the public that would like to comment on this matter? Nobody? Okay. And there's no
29 one, so we will close the public hearing. Does council have any other questions? I just
30 have a comment, then, before we go to a motion. First of all, I want to thank the four of
31 you and your teams for the amount of work that's gone into this. There really has been
32 about an a year's worth of planning, and I think it's going to pay off. It's a big event, but
33 because it's at the base of the resorts and it's so well planned, I think we're going to

1 mitigate those impacts to our community, and the preparation that's gone into that.
2 Secondly, I just want say I'm really excited. This is the kind of event that many in our
3 community travel halfway around the world to see, to have the elite athletes coming to
4 town and also to watch all of our home-grown athletes. Many of the best skiers and
5 snowboarders in the country live here and they get to compete at their home venue,
6 which hopefully they really thrive and put on a good show for us. This is going to be
7 neat, and I hope all of council and all the community gets out to watch it and cheer them
8 on. Tim.

9 >> Calum, Tim Henney. You can ensure my voting in favor of this if you were to provide
10 a podium for council that we could all get up on and do a photo op on that podium. I
11 love podiums. [Laughter] And I am never on them.

12 >> -- who has been doing much of the heavy lifting is going to cringe when I say I'm
13 sure we can arrange that. [Laughter]

14 >> She's not cringing. She's smiling. I think she's onboard.

15 >> Do we have a motion with the amendment that Tim gets a podium? Your Honor,
16 Lynn moves that we approve new business item number 4 with the amendment that Tim
17 gets the podium. >> Second. >> Becca rolls her eyes.

18 >> Mark, do we want that as a matter of record? >> Strike that from the record. >> Let's
19 strike that. Do you withdraw your motion?

20 >> Okay. I'll withdraw that original motion but I will move that we approve new business
21 item number 4. >> I'll second it. >> Thank you, Nann. All in favor. >> Aye. >> Okay.

22 >> Thank you. >> It passes. Congratulations.

23 >> Okay. We need to adjourn and reconvene as the Park City housing authority. Do we
24 have a motion to adjourn. >> So moved. >> Becca moved, Lynn seconded. All in favor.
25 Okay >> Aye. >> Spin in your chair and grab a Triscuit. >> And they're accidentally
26 vegan.

27 Andy. Many welcome, 2019 first meeting for the **Park City Housing Authority**. Roll
28 call. All of council is here. We will accept public input. We're going to open the public
29 hearing if anybody would like to speak. It appears no one has anything to say. So we
30 will move on to our regular agenda.

New Business Item 1. We need to approve -- okay. We have a meeting calendar. It should look familiar. I'm going to move straight to public input. Would anybody like to comment on our meeting calendar for 2019? Seeing no one, we will close the public input. Council. >> Becca Gerber. I would like to approve new business item number 1. >> Lynn seconds. >> All in favor. >> Aye. >> It passes.

Park City Heights Housing Update. Welcome. >> Honorable mayor, city councilmembers, I'm Rhoda Stauffer, part of our affordable housing team here at the city. And with me here tonight is Troy Goff who is the sales rep for Ivory Homes and also Jason Glidden who is our Affordable Housing Development Manager. What I would like to do tonight is just give some high level points quickly because I don't need to expand on the report. So I will do those high level points, and then take your questions and Troy is here to help us answer any of those questions. So just by way of reminder, it's always good to go back to the beginning, from the very, very beginning. The mitigation plan requires that Ivory Homes provide 79 affordable/attainable units. The units are all for sale. None will be rental properties. Priority is given to full-time employees in the local area so within Park City school district boundaries, particularly essential workers, i.e., the school district, etc. And the developer is required to provide an annual update to the Housing Authority. So this update is to let you know that to date we have sold 20 units, and I also wanted to -- actually, I should pose a math quiz. Did anyone catch the mistakes in the report? Anyway, there were a couple mathematical mistakes in the report, so long story short, the correction is that 20 units are completed and sold, 25 units are under construction, 20 units are under permit review. And since we wrote this report, permit reviews are now approved, maybe even nine or ten of those. Anyway, if all of these are completed, all the 45 units completed, we'll have 65 of these units by the end of this calendar year. So this is an abbreviated report corrected of the one that you got in your packet. It shows which ones are under construction, which ones are under permit review, and again that will total to 65 units by the end of this year. Did either of you have anything to add?

>> I want to say we were looking at the numbers as part of the mitigation plan, they're required to do eight to 12 units per year. They're a tad bit behind but we have eight townhomes they should be completing in the next 45 days that will get them back on track. Then with the aggressive schedule they proposed this year, they'll actually be well ahead if all of the homes are scheduled currently.

Troy>> The eight townhomes were about 30 days out on one building, 45 days out on another, so that would just about catch us up. That will actually put us ahead. And then

1 we have an application going out likely tomorrow or the next day for another six single
2 family Park homes and another -- or the first two attainable cottages. So we have an
3 aggressive goal to kind of get all of these done, but we have the permits on almost
4 everything, and we have four superintendents in the neighborhood now, so we've really
5 ramped up our focus on the affordable and I do think we can --

6 >> Great. And that was Troy.

7 Andy>>Any questions from council?

8 Nann. >> I have been concerned and have voiced my opinion all along with this, that
9 they are not as completed on the schedule that was agreed to, the mitigation plan. So
10 we came into 2018 short, and it was my understanding that if we were -- if the
11 affordable units were not completed on schedule, that no CO would be issued for a
12 market rate unit. So my question is did we have COs issued for market rate units this
13 year.

14 >> This is Ann, Community Development Director. I'll take that one just because it's
15 more after land use development agreement. So when Ivory back in 2011 received their
16 master plan development approval, it came with a development agreement and it was
17 very specific. It's nothing that we've been able to renegotiate any time recently. It's been
18 in effect for many, many years. And what it says is we can only deny a certificate of
19 occupancy for the last 10% of the market units if all the affordables are not complete. So
20 we don't have a mechanism other than -- so what we agreed upon were these annual
21 check-ins and to try the work collaboratively. I will say that the good news is that since
22 the end of 2015, which was the first time that I was in front of council talking about this,
23 we didn't -- that was the 1st time we even had pricing on all the units. And so since then
24 we're very pleased that we're up and running, and our goal right now, especially as we
25 talk about what we've worked through with Ivory Homes some of the processes in
26 permitting and trying to let them know what we're looking for so that we can process
27 some of our plans faster for them and not hold anything up because we are checking for
28 compliance with the conditions of approval and the MPD because there was actually
29 design guidelines that were also approved, so it's not just building. We're checking
30 under plan review. We're actually going back to the design guidelines for compliance
31 which is not what we have on all of our projects that come in. It's actually a little bit more
32 strenuous because we sold the land to Ivory and we've required that extra level of
33 design review. So we're working to expedite that and we do believe we have seen --
34 everything Troy said we can back punch we've got the permits. They've got the
35 manpower. So our job right now is just to encourage them to get done as quickly as

1 possible to make units available, and so far their progress continues to improve. Troy>>
2 Can I just say one thing too. We've -- you know, we're not intentionally trying to delay
3 anything. We have had a lot of delays. We have the soil remediation that we had to deal
4 with that slowed things down quite a bit. We have had permits that have taken much
5 longer than we would like but that's kind of all behind us. The market rate homes we've
6 closed half as many market rate homes as the affordable. So we do have a strong
7 commitment to the affordable. And, you know, quite frankly, if we have 65 that close in
8 phase 1, we'll only have three more to go the next year will put us at 68 and we'll only
9 have 11 to go in the whole development and we'll only have -- gosh -- I would say by the
10 end of 2019 we'll only have another 12, 15 market rate homes closed, and for us to do
11 another -- what are we saying? -- 45, our focus is on the affordable.

12 >> Well, Troy we look forward to 2019 we go the year you not only get caught up but
13 you get away ahead.

14 >> We'd like that.

15 >> Us too. Any other questions from council? We'll move to the public hearing then. Is
16 there anybody from the public who would like to speak on this matter? Seeing no one,
17 we will close the public hearing.

18 >> Am I allowed to ask questions? >> No, come on up. Lynn broke all the rules so we
19 don't have rules anymore.

20 >> There are now rules? Okay. >> I barely broke them.

21 >> Emily Means, KPCW. My question is for Troy, I think. So the affordable -- the units
22 that are designated as affordable housing, the cost for those remain the same, right, as
23 designated in the original resolution?

24 >> Yes.

25 >> Okay. So I'm just wondering if the cost for the market rate homes are increasing
26 markedly to kind of mitigate those costs of the affordable homes.

27 >> I mean, the market is the market, so we can only charge what the market will bear,
28 and the market rate homes, so, you know, I wish we were more profitable on the
29 affordable homes, but the reality is we're about break-even on some of them and in the
30 red on a few others, but, you know, it's for the good of the community on those, and on
31 the market rate homes, we'll just charge what the market can bear. But our pricing's

1 been really aggressive on the market rate homes as well, and luckily those have been
2 profitable, but -- >> Thank you.

3 >> Anyone else with that, we'll close the public hearing. Do we have further questions or
4 motion?

5 Tim. >> Just a moment, Tim Henney. Troy, what you're hearing from Nann and I think
6 we all share a bit of a concern is credibility, and, you know, quite come up and Chris
7 come up and explain why goals haven't been met year after year, and, of course,
8 there's always a bunch of reasons why and permitting and soils mitigation and all that
9 kind of stuff. But there is some disappointment up here, disappointment that you are
10 behind schedule, and you can do a lot this year to address that disappointment and
11 those concerns. And what I keep hearing and what worries me is we hope to do this
12 many units this year. It would be nice if we could. And to Nann's point, we have no
13 ability to ensure that you have to get this number of units delivered this year or X
14 number, whatever the number is that you have focused on delivering this year. So,
15 yeah, we're all hopeful, but I'd hate to sit here a year from now and listen to a litany of
16 reasons why that didn't happen, and that's happened before, and that's why I'm
17 speaking to it because, you know, I've been disappointed. A few times to see what
18 opportunity and potential existed with this project and the disappointment and
19 frustration. That we have experienced up here, and I know you've heard it. We've talked
20 about it before. So to Andy's point, there is an opportunity to address that, but, boy, I've
21 got to tell you, you know, we're going to have to figure something else out if a year from
22 now we're hearing a bunch excuses as to why you didn't deliver the hoped for number.

23 >> You know, one more thing. We're disappointed, too, and a lot of the construction
24 delays, I mean, anybody has in construction or involved in your affordable projects, I'm
25 sure you've encountered the same thing. There's a huge lack of trades. We have huge
26 projects going on with the airport. anywhere. But we are seeing our built times come
27 down as a company. That's our huge -- largest focus right now as a company because
28 we're less profitable the longer it takes for us to build homes. The costs have gone up
29 substantially on these affordable homes, and on the market rate homes, and if it takes
30 us longer to build, that hurts us. It's not like we can increase the pricing on there as well.
31 So we're doing everything we can for selfish reasons to be more profitable and shrink
32 those times, but we do think, and I fully believe we're going to hit this number this year
33 and I'm confident of that.

34 >> Thank you, and I'm hopeful that you do, too, and as Becca says, I think it was 45 that
35 we're hoping to see the end of this year. >> That's way ahead of schedule.

1 >> I think also, council, we have to be real careful about using the term "affordable" with
2 these units. Those are not affordable. They're attainable units. They're within our
3 affordable housing program. But to use that term interchangeably or as we've used it in
4 this discussion will confuse the community and the people who are either listening or
5 are going to read about this. These are not affordable units. They are attainable units
6 because of the relationship to AMI, unless I'm mistaken on that, Ann, and you want to
7 clarify that, but that's my understanding because I run into that every now and then.
8 People are like, these aren't affordable. Yeah, you're right. They're attainable, and that
9 falls within a whole different range of the AMI. So the townhouses do fall within our
10 definition of the resolution as affordable. The Park homes do go into the attainable
11 realm. And then the 16 units that are the cottages that we don't have any yet but there's
12 one coming.

13 >> There's one under construction.

14 >> Under construction. Those are the affordable that are an obligation of the market
15 homes that Ivory was building, that is building. Those are considered affordable for the
16 resolution but they are very large homes, so therefore they are on the larger price point
17 than or higher price point than you might normally see but they're also much larger units
18 than we have ever built in our program.

19 >> Larger lots as well.

20 >> Other comments.

21 Steve. >> Just so I can understand that and actually repeat that to people, I thought that
22 the calculation for affordability was driven off of some percentage of your income and
23 how that fit into the AMI, so if you have a medium price of salary for the place and you
24 can afford 30 - X percent or whatever of your salary for your mortgage, how does that
25 relate to it's a big house so we can charge more and it falls into affordable? I don't
26 understand that.

27 >> AMI, AMI gets adjusted for household size, so a four-bedroom house is going to
28 serve a larger family which allows for a larger income. >> Okay. >> That's how it's
29 handled.

30 >> So it's not a square footage thing so much as it is bedroom family size.

31 >> Number of bedrooms. >> Thank you.

>> The community housing thing that I look at all the time and it shows how many people and breaks it down pretty

Don't go anywhere. We'll move on to **Item Number 3**.

>> I'm getting there. So to summarize, this is Rhoda Stauffer again, to summarize the technical changes in the mitigation plan, is that some of the lots fit larger units than other lots, so they shifted around some of the units, the models themselves to fit better on the lot sizes, but there is no overall pricing and total units change. The second part is phasing due to the water tank, and when it had to be built. Phasing had to be changed slightly. So phase 1 will be as Troy mentioned and will all be completed by the end of next year. That's 68 units by the end of next year. And all the remaining 11 cottages will be finished in phases 4 and 5, but absolute deadline by the end of 2025. And this still remains delivery of units still is based on market forces with the requirement that eight to 12 units be delivered per year even in this scenario.

Becca. >> So the price of the cottages is already set as well, so even if it doesn't come out until 2025 they won't increase in cost.

>> That's correct.

>> So those could be really affordable in 2025. >> We can only hope. >> I don't know.

>> Ann, Community Development Director. I do have one caveat to that. They do have the ability come back and change the pricing if our AMI changes. They have not done that to date. We have not had significant changes in our AMI but our resolution does allow that. Last year it went down, so it does adjust every year.

>> So would you like to discuss for an adjustment, Troy?

>> No, thank you. We'll pass.

>> Can we set it? If we agree to this mitigation, can we set it? Is that an amendment we could make and say that we want?

>> I would say that that wasn't part of the negotiations that we had as far as what's being proposed. That would be something that we would have to go back and talk to Ivory more about.

>> Nann. >> I'm looking at Attachment B and you may need to come back up and help me understand this. So it's my understanding when the mitigation plan came together, that the limit was set on what these units can be and yet the proposed scenario on

1 those Park homes, it's significantly higher. So how did that happen? If you look at like
2 number, park home number 4, 6, all the ones that are highlighted.

3 >> Those have simply shifted back and forth on various lots. They have not changed
4 the pricing.

5 >> But why does it say, if the limit was \$375,000 –

6 >> Right. That was already established in 2016 when we approved this. These limits --

7 >> Right. We allowed them to go higher. That's the park homes. They are the
8 attainable.

9 >> And that was part of the mitigation agreement?

10 >> What we did, just to remember what we did on a lot of these other ones like if you
11 look at the townhomes, we actually charge on those, and so we all -- went higher on
12 some and we went lower on others, but it all balances out.

13 >> So I have another question. >> Nann. >> So if this was all laid out and all platted out
14 and you had all your lots organized and everything, then I don't understand why at that
15 point in time you didn't know what size unit you were going to put on the lots.

16 >> So, you know, with these plans, a lot of the land hadn't been -- land development
17 probably, you know, could have caught a couple of them but really it's just semantics.
18 It's literally, let's say we have three lots in a row, it's just figure out how that's going to fit
19 on that streetscape and make sure. We don't want to have repetition either where we
20 have the same homes across from each other or side to side, and so want it to look
21 good. A lot of it is that. And then the larger four bedroom plan does not fit on all of the
22 lots. Trying to fit that puzzle in, we just needed to move the location of a few of them.
23 But it doesn't change the pricing. Doesn't change the square footages or anything.
24 Doesn't change the lot sizes. It just changes what home is being built on what lot. It
25 might just move a couple feet over.

26 >> Do you have in your power to finish 45 units in one year, do you believe?

27 >> Yeah. >> And can you remind me how many of those are going to be the
28 townhomes that are the attainable?

29 >> No, we have eight that'll be closing in the next let's call it 45 days. Then we have
30 another three buildings that we just received permits back on, and there's four in each
31 building, so

- 1 >> Twenty townhomes? >> Yeah.
- 2 >> And then there will be nothing that comes out until 2025, and then you'll have the 11
3 cottages which are they're technically affordable but they're higher range affordable.
- 4 >> Right. They likely will be out sooner. They'll anybody our last two phases. But just
5 because they're the last two phases, we're actually going to start improving that land
6 sooner hopefully because phase 2 that we've shifted to is our nicest, highest end
7 product we're doing in the neighborhood but we want to have a balance, so in phases 4
8 and 5 we'll have cottages market rate that'll be priced substantially lower than those
9 homestead lots that are on larger lots, so wouldn't to have a balance. Anyway, we'll be
10 bringing on I think phases 4 and 5 before we're done selling out phase 2, if that makes
11 sense.
- 12 >> Okay. I'm going to move to the public hearing, so if there's anyone from the public
13 that would like to speak on this matter, please step forward. Seeing no one, we'll close
14 the public hearing. Comments or a motion. Don't all jump at once.
- 15 >> Becca Gerber. So I am excited to see you move ahead and get more homes out in
16 the next year and I am excited to see you guys meet your goal of 45 units in one year,
17 but I think that that's going to leave a big gap between the years 2020 to 2025, and I
18 hope that we are doing a good job ourselves of loading the pipeline so that we can
19 continuously have product coming out during those years because there's such a need
20 right now that we can't not have something happen for four years in our community.
- 21 >> Steve. Your Honor, I move that we approve new business item number 3. >>
22 Second.
- 23 >> Okay. Any further discussion? Then all in favor. >> Aye.
- 24 >> It passes. Should I ask were there any opposed? I think you all voted aye.
- 25 Nann. >> I don't like it but okay. I think it comes back to credibility and it comes back to
26 past performance, and I am really concerned, as I have been from the time I was on
27 planning commission, that we don't have teeth in this and that we are just relying on
28 your word that now we're going to get 45 more units this year. That's my concern.
- 29 >> Well, Troy, you have seen us grumpy two years in a row on this. >> If we hit this
30 goal, are we going to have a huge party this year? When we hit this goal?

>> Seeing you have 25 under construction, that's a little bit encouraging because I don't think they're going to sit half done. I hope next year we're celebrating the great progress you have made sorry you're going to see us grumpy.

>> Jason Glidden. The one thing he admitted to it, they are incentivized to get this done. Housing costs are going up and they're going to lose more money on this affordable housing if they don't get them built right now, and they know that and hence that's why they're moving their schedule. I'm having faith that this is going to get done.

>> We want it done.

>> How about we adjourn with faith. >> Your Honor, this is Becca, and I move we adjourn. >> Lynn seconded. All in favor. >> Aye. >> Time to spin. >> Thank you, council.

It is still 2019 and we are reconvening as the **Park City Redevelopment Agency**. Roll call. All of council is still here, at least physically, and we will move on to public input. If there is anybody that would like to make a public comment about something that's not on the agenda, please step forward. Seeing no one, we will close the public hearing and move on to new business. And this is a consideration to approve a calendar, a regular meeting schedule. Does it look familiar? Okay. Since there are so many questions, I'm going to move right to the public hearing. Would anybody like to comment on this? Seeing no one, we will close the public hearing.

>> Your Honor, I move that we approve new business item number 1. >> Thank you, Steve. Thank you, Becca for the second. All in favor.>> Aye. >> Aye. >> Did you vote over there in the peanut gallery? >> Aye.

>> Your Honor, this is Nann. I move we adjourn. >> Second >> Becca. >> All in favor. >> Aye. >> Let's spin. >> Whoops. >> Whoo! It's getting dangerous back here.

We will reconvene as the **Park City Water**. Our first meeting in 2019, all of council is present. We'll move straight to public input if anybody would like to speak about an item not open tonight's agenda. Seeing no one, we will move on to new business which is approving a regular meeting schedule.

>> Should somebody tell Emily that she should go home now? [Laughter] >> I told her she could stick around if she had any questions. Okay. With that, we will move on to public input. If you'd like to speak on this matter, please come forward. Seeing no one, we will close the public input. Do we have a motion.

1 >> Your Honor, Lynn moves that we approve new business item number 1. >> Thank
2 you, Lynn. Thank you, Nann. All in favor.>> Aye. >> Okay. >> I move to adjourn. >>
3 Second. >> It passes. >> All in favor. >> Aye. >> We adjourn. One last spin. Careful
4 over there.

5 >> We're the **Building Authority**. I don't think I've ever been a building authority. >>
6 We are reconvening as the municipal building authority. All of council is present. We will
7 now open for public input. For any item not on tonight's agenda. Seeing no one, we will
8 close our public input and move on to new business which is approving a regular
9 meeting schedule.

10 >> Your Honor, I was wondering, Tim Henney, if Matt Dias could address us on >> I
11 think that's a great idea. Let the record reflect that Matt Dias is missing in action. Would
12 you like someone else to stand in? I guess not. So we'll go to public input. Is there
13 anybody that would like to speak on this matter? Seeing no one, we will close public
14 input. Do we have a motion? >> Your Honor, I move that we approve business item
15 number 1. >> Thank you, Lynn. >> All in favor. >> Aye.>> It passes.

Council Agenda Item Report

Meeting Date: January 29, 2019

Submitted by: Nick Graue

Submitting Department: Public Utilities

Item Type: Staff Report

Agenda Section:

Subject:

Request to Authorize the City Manager to Execute the First Addendum to the Professional Services Agreement, in a Form Approved by the City Attorney, with Ward Engineering Group for Golf Maintenance Building Engineering Services for an Amount Not to Exceed \$28,512.50

Suggested Action:

Attachments:

[Golf Maintenance Building Contract Addendum Staff Report](#)



City Council Staff Report

Subject: Golf Maintenance Building Engineering Services – First Addendum to the Professional Services Agreement
Ward Engineering Group
Author: Nick Graue, Public Utilities Engineer
Department: Public Utilities
Date: January 29, 2019
Type of Item: Administrative

Summary

This First Addendum with Ward Engineering Group is to provide supplemental engineering services associated with the Park City Golf Maintenance Building project. Additional engineering services are required to address issues identified during the City's design development, external agency review, and Early Contractor Involvement value engineering process.

Recommendation

Staff recommends Council authorize the City Manager to execute the First Addendum to the Professional Services Agreement, in a form approved by the City Attorney, with Ward Engineering Group for Golf Maintenance Building Engineering Services for an amount not to exceed \$28,512.50.

Background

- On March 8, 2018, Council authorized the execution of the Professional Services Agreement in the amount of \$48,556.00 with Ward Engineering Group for Golf Maintenance Building Engineering Services for the project. ([Link](#))
- During the schematic design phase of the project, the City opted to change the project delivery method from a traditional design-bid-build to early contractor involvement (ECI). This change translates to significantly more design effort required during the design development phase of the project but will ultimately lead to faster project completion and cost savings resulting from the design engineer working closely with the general contractor through the final designs and construction phases of the work.

Proposed Consultant Services

Services required to address Owner requested design changes resulting from utility coordination, Golf Department reviews, and value engineering modifications identified during the Early Contractor Involvement pre-construction services, and Guaranteed Maximum Price (GMP) construction contract negotiation phases. Work includes:

- Revising building orientation and location
- Revising site grading, storm drainage, and utilities
- Developing fire department emergency access options

Funding

The funding for this contract amendment is from water service fees and is contained in the approved FY2019 Capital Improvement Projects project budget.

Council Agenda Item Report

Meeting Date: January 29, 2019

Submitted by: Jason Glidden

Submitting Department: Community Development

Item Type: Staff Report

Agenda Section:

Subject:

Request to Approve a Property Lease in a Form Approved by the City Attorney with the Ed Parigian, for the City-Owned Property Located at 1302 Norfolk Avenue

Suggested Action:

Approve the property lease for 1302 Norfolk Avenue.

Attachments:

[1302 Norfolk Avenue Lease Staff Report](#)



City Council Staff Report

Subject: Property Lease on 1302 Norfolk Avenue
Author: Jason Glidden
Department: Community Development
Date: January 29, 2019
Type of Item: Administrative- Property Lease

Summary Recommendation

Staff requests Council approve a property lease in a form approved by the City Attorney with Ed Parigian, for the city-owned property located at 1302 Norfolk Avenue. (Exhibit A- Lease area)

Executive Summary

Staff is recommending Council approve a property lease with the Ed Parigian, for the city-owned property located at 1302 Norfolk Avenue.

The terms of the lease are as follows:

1. Lease for the single family home located at 1302 Norfolk Avenue.
2. The lease would be from January 1, 2019 - December 31, 2019.
3. After December 31, 2019, the lease would be extended on a month to month basis not to exceed July 31, 2020.
4. The monthly rent will be \$1500.

Background

The City acquired the property at 1302 Norfolk Avenue in December of 2018. Mr. Parigian has rented the property from the previous owner for more than ten years under the same financial terms as provided in the proposed lease.

Woodside Park Phase 2 Construction

A portion of the property purchased at 1302 Norfolk will be included in the development of the Woodside Park Phase 2 affordable housing project. Construction of this project is expected to begin in the summer of 2019 and last for eighteen (18) months. The construction of this project is not expected to impact the single family home located on 1302 Norfolk and allow the tenant to remain at the property through construction.

Lease

Staff has crafted a draft lease (Attachment I) which outlines the terms of the lease should Council approve direction. The lease term is January 1, 2019- December 31, 2019, and requires payment of a monthly rent of \$1500.00. The City reserves the right to terminate the lease, for any reason, with a thirty (30) day notice.

Department Review

This report has been reviewed by the Community Development, City Attorney's Office and Executive Department. The lease is still undergoing legal review.

Funding Source

Maintenance costs will be covered through the Lower Park Avenue RDA.

Exhibit A- Draft Lease

RESIDENTIAL RENTAL AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT CAREFULLY BEFORE SIGNING.

THIS AGREEMENT is made by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, (hereinafter referred to as "Landlord") and ED PARIGIAN, (hereinafter referred to as "Tenant") to set forth the terms and conditions under which Landlord will lease the premises to the Tenant. This Residential Rental Agreement (hereinafter referred to as the "Lease" or "Agreement"), entered into the date first written below is between the parties listed herein for the Premises located as follows:

1. Premises. The property is located at 1302 Norfolk Avenue, Park City, Summit County, State of Utah, (herein referred to as the "Premises") and is for use as a private residence only, according to the terms set forth herein. No other occupants shall reside in the Premises except as listed above. Occupancy by guests remaining over ten (10) consecutive days or more than fifteen (15) days in any calendar quarter will be considered to be a violation of this provision unless prior written consent is given by Landlord.
2. Term. The Lease term is for one (1) year and shall commence on the 2nd day of January, 2019 and end on January 1, 2020. Upon the end of the term of this Lease, this Agreement shall convert to a month to month lease which in any event shall not exceed July 31, 2020.
3. Rent. The rent for the leased Premises shall be as follows:

Monthly Rent \$1,500.00 Security Deposit \$1000.00

Monthly rent is due by 5:00 p.m. on the 1st day of each month. A late fee of \$45.00 shall be due if full payment is not received before 5:00 p.m. on the 5th day of the month.

Hold Over Fee \$50.00 (per day) Service of Notice Fee \$15.00

If all rent and other accrued fees are not paid on or before the 5th day of each month by 5:00 p.m., Tenant agrees to pay a late charge as stated above. In the event that the original due date of any amount herein falls on a holiday or weekend, the payment shall be due on the first business day following any such date. However, the late fee will be assessed on the 5th of each month despite any weekend or holiday schedule. Any check returned shall accrue such additional charges as allowed by law which shall be in addition to the late fees. In the event Landlord serves any notice upon Tenant due to Tenant's failure to pay rent or for Tenant's violation of this Lease, Tenant shall be liable to Landlord for the Service of Notice Fee stated above. Landlord may, following default of any payments made by check or otherwise, give notice to tenant and require future payments be made by money order or certified funds. Acceptance of personal checks is not required.

Any dispute by Tenant must be stated in a separate notice and not merely stated on the face or rear of a negotiable instrument. Such dispute must be sent directly to Landlord and properly marked as a dispute.

4. Credit/Background Checks. Tenant agrees that Landlord may conduct a background, criminal history, and credit check prior to execution and prior to any potential amendment or renewal of this Lease.
5. Security Deposit. Landlord is in receipt of the security deposit listed above. Any sums due or owing by Tenant to Landlord may at any time be deducted from said deposit by Landlord at Landlord's discretion or at termination of the lease in accordance with UCA 57-17-3; deductions shall be used to pay non-rent items first. Tenant's security deposit will be refunded in full, if all of the conditions of this Agreement are fulfilled, including:
 - (a) The full Agreement term has expired or the Agreement has been terminated without default of Tenant and Tenant has not "Held Over." "Held over" means the Tenant is still in possession of the Premises after the expiration of the Lease or either party has given the other notice of termination.
 - (b) Tenant has provided a written thirty (30) day notice of intent to vacate to Landlord prior to December 1, 2019 or if after 1/1/2020, thirty (30) days prior to the last day of the month Tenant intends to vacate.
 - (c) Tenant has no other monies due in connection with any term or condition of this Agreement, and there are no other amounts due to Landlord from Tenant from any other agreement, arrangement, addendum, or other indebtedness.

(d) Tenant has thoroughly cleaned the Premises, appliances, and fixtures. Tenant acknowledges that there are specific charges that Landlord may charge for cleaning and damages. Those charges are agreed to by Tenant and Tenant does affirmatively agree to have Landlord's agents inspect the premises prior to move-out. Landlord will be entitled to and may deduct from the security deposit monies due pursuant to Landlord's cleaning charge list and all other reasonable charges to accomplish cleaning or repair from damage beyond normal wear and tear to allow the premises to be re-rented.

(e) All individuals using or occupying the Premises have surrendered the Premises to Landlord, and all keys to the Premises, and all other keys and openers related to the Premises are returned to Landlord.

Within thirty (30) days following the later of the Tenant's surrender of said Premises to Landlord or Tenant providing a forwarding address, Landlord will forward the balance of the security deposit less all deductions with an itemized statement of any deductions made provided a forwarding address has been provided in accordance with UCA 57-17-3.

It is Tenant's obligation to provide Landlord with all required notices prior to move-out and arrange for an inspection of the Premises by Landlord. In the event there are charges in excess of the security deposit, Tenant agrees to pay such amount upon demand.

6. Premises Conditions. Tenant acknowledges that he has been living in the Premises since 2006 and acknowledges that the Premises (including structural, mechanical, appliances, furnishings, and fixtures) are provided 'as is' and are in clean, safe, sanitary, and good working condition. Landlord makes no warranty of any kind, expressed or implied, and relies upon the fact that Tenant has lived in the Premises for more than a decade. Tenant agrees to maintain the Premises, appliances, furnishings, and fixtures in good condition throughout the term of this Agreement (excepting normal wear and tear).

Tenant will return the Premises to Landlord in the same condition as the effective date (subject to normal wear and tear). Tenant agrees to maintain the Premises in a clean and sanitary condition. Tenant is required to maintain the Premises, both the interior and exterior, within a reasonable standard.

Tenant agrees to make no alteration to the Premises (including painting, wallpapering, stickers, new locks, etc.) without first obtaining the prior written consent of Landlord, which permission may be withheld for any or no reason.

7. Animals. Tenant may keep, allow, or maintain animals of any kind on or near the Premises for any length of time only with prior written consent of Landlord. Tenant may be entitled to keep no more than two (2) animals: domestic dog, cat or bird; however, at such time as Tenant shall actually keep any such animal on the Premises, Tenant shall pay to City a pet deposit of Three Hundred Dollars (\$300.00), One Hundred Fifty Dollars (\$150.00) of which shall be non-refundable and shall be used upon the termination or expiration of this Lease for the purposes of cleaning the carpets. Any costs of cleaning or other damages or loss which are more than the pet deposit shall be paid to Landlord by Tenant.
8. Smoking. Smoking shall not be allowed on the Premises. Failure to abide by smoking policies may be cause for eviction. Tenant acknowledges that in the event he breaches the smoking policy, smoke may damage the Premises and Tenant hereby agrees to pay for any such damage.
9. Right of Entry. Unless otherwise restricted by law, Landlord may enter the Premises during reasonable hours with notice in order to inspect, make repairs, provide general or preventative maintenance, replace filters, leave any notice, or other reasonable business purposes while Tenant is present at the Premises. If Tenant is not present at the Premises, then Landlord will have the same right to make such entries by duplicate or master key but will leave written notice of and the reason for any such entry made. Tenant agrees that any such notice for entry shall be granted absent exigent circumstances that may otherwise prevent accommodation.

Any request for maintenance or repairs shall not be deemed to give Landlord authority to enter the Premises without requiring notice or further permission. Any entry into the Premises by the Landlord shall require notice, unless in an emergency as stated below.

If, in Landlord's opinion, there exists an emergency, Landlord may enter without notice at any time for any inspection, repair, or to determine the condition of the Premises. Landlord may secure the Premises at any time Landlord deems, in its sole discretion, that the security of the Premises may have been compromised, including, but not limited to death of a Tenant, incarceration, or hospitalization of a Tenant.

10. Illegal Activity. It shall be considered a breach of this Agreement for any Tenant or Tenant's invitees or guests to commit a criminal act on the Premises. Tenant shall immediately report any criminal act, whether or not cited by a police authority, to Landlord. Prior undisclosed or unresolved criminal acts shall also be considered a breach. Upon reasonable belief of Landlord that the Tenant has committed a criminal act, Landlord retains the right to perform additional background and criminal history searches throughout the tenancy.
11. Utility Service. Landlord shall be responsible for water and sewer utilities. Tenant shall be responsible for all other utilities, including, but not limited to trash, cable, internet, power, and gas, and shall establish an account with each of these utilities in his own name. Utilities shall be used for ordinary household purposes only. All utility services, whether provided by Landlord or Tenant, are subject to interruption or temporary termination for the purpose of repairs, alterations, or improvements to the Premises or adjacent property or for emergency reasons. Any such interruption of utility service shall not constitute a default by Landlord, nor is Landlord liable for interruption or termination. Tenant must obtain written approval to install a satellite dish and sign an addendum to this agreement. Tenant shall establish the utilities for which it is responsible immediately. If Tenant fails to establish the utilities required for normal function of a residence, Landlord may at its option terminate this Agreement or bill Tenant a handling fee of Fifty Dollars (\$50.00) per utility per month.
12. Move-Out Notice. At least thirty (30) days' notice must be given to Landlord's representative by Tenant prior to move-out.
The last month's rent must be a full month without any prorations (unless otherwise agreed to in writing by Landlord). Tenant agrees to surrender the Premises at the termination of this Lease in the same condition or as altered pursuant to the provisions of this Agreement, ordinary wear and tear, damage by the elements, or other acts of God excepted.
13. Liens. By agreement, Tenant grants to Landlord a security interest in any and all property which is placed on the Premises pursuant to the Tenant's occupancy of the Premises. This shall include any and all property in the Premises, storage areas, parking lots, common areas, or other Premises of the Landlord. The right to exclude this security interest shall become effective upon any rent or fees being due and unpaid. Landlord shall have the right to retain such property and utilize it to satisfy any monies due under this Agreement. Landlord may file a security filing with any governmental agency as notice of this lien. This security interest shall be deemed effective against all property in the Premises and shall be in addition to the statutory Landlord's lien. Landlord may inspect the Premises any time that there is an unpaid balance due, with notice, for purposes of preparing an inventory of secured items.
Tenant shall not permit any liens to attach to the property for work done at Tenant's request or for Tenant's benefit. If Landlord receives notice of any such lien against the property, Tenant shall promptly discharge the lien at Landlord's request, or post funds sufficient to satisfy the lien during any period of good faith contest of the lien by Tenant. In the event Landlord reasonably believes title to the property is in jeopardy because of any lien the Tenant has caused to attach to the property, Landlord may discharge the lien and collect the amount paid from the Tenant. The Tenant agrees to pay all reasonable costs incurred by the Landlord in the defense or discharge of any liens on the property.
14. Assignment/Sublease. The Lease may not be assigned or the Premises sublet.
15. Remedies. In the event the Tenant fails to pay monthly installment payments when due, or violates or breaches any other term or condition of the Lease, Landlord shall have the right to exercise the following remedies, and any other remedies available at law or equity:
(a) Landlord may, by written notice to Tenant, demand that Tenant either pay rental installments due within ten (10) days, or quit the Premises within fifteen (15) days;
(b) Landlord may permit the Tenant to remain in possession and sue for the installments that are past due;
(c) Landlord may agree to a payment of damages in such amount as the parties then agree and release the Tenant from obligations under this Lease entirely. Unless Landlord has released Tenant's continued performance under this Lease, Tenant is deemed to be in possession of the Premises, and any re-letting by Landlord is on Tenant's account. Tenant is responsible for all payments and obligations under the Lease until Landlord releases Tenant. In the event Tenant no longer occupies Premises during the Lease term, Landlord has a duty to mitigate by attempting to relet the Premises to a new Tenant.
16. Maintenance and Repairs. The Landlord shall be responsible for all structural maintenance of the Premises, including the roof, foundation, structural members, and exterior wall surfaces. Additionally, Landlord shall be responsible for mechanical systems which serve space as reasonably necessary to maintain the structure and to service common utility facilities. Tenant shall be responsible for all interior maintenance

and glass maintenance (both cleaning the inside and replacement in the event of damage from an inside source) which is within the leased premises or solely serves the Premises. Tenant shall pay for and replace smoke detector and/or carbon monoxide detector batteries as needed. Tenant shall also be responsible for all landscaping maintenance on the grounds, including but not limited to general mowing, weeding and irrigation of the property in addition to winter snow removal of all common areas, including decks, driveways and stairways.

Tenant agrees to request all repairs and services in writing from Landlord's designated representative. Landlord shall have the right to temporarily turn off equipment and interrupt utilities to avoid damage to property or to perform repairs or maintenance which require such interruption. In case of malfunctions or equipment or utility damage by fire, water, or other cases, Tenant shall notify Landlord's representative immediately. Landlord shall act with due diligence in making repairs, the Lease shall continue, and rent shall not abate during such periods.

Tenant is responsible for, and will reimburse Landlord for, any damages or loss caused to the Premises while Tenant is entitled to possession of the Premises. This includes, but is not limited to, damages caused by the negligence, carelessness, abuse or intentional misconduct of Tenant, Tenant's family, occupants, pets, guests, or others. Landlord may assess costs for such damages when they occur. The intent is to require the Premises to be maintained in substantially the same condition as when Tenant took occupancy. The costs of repairs, restoration and replacements shall be paid for by the Landlord if rendered necessary by normal wear and tear. Otherwise, if such repairs, alterations, or replacements are rendered necessary by the negligence, carelessness, accident or abuse of Tenant and/or Tenant's guests, then all such costs shall be paid by Tenant. Tenant agrees to reimburse Landlord for all such costs within fifteen (15) days of notice. Such reimbursement shall be a priority payment over all other obligations of Tenant to Landlord. Landlord may periodically deduct such costs from Tenant's security deposit and Tenant agrees to promptly reimburse the security deposit to its original amount. It is agreed that Landlord carries insurance for its own protection and that Tenant is not a beneficiary of such insurance. None of Tenant's rent is considered to pay for insurance. Tenant shall be responsible to Landlord for all costs of repair for damages as stated herein regardless of Landlord's insurance.

17. Hold Over. If Tenant holds-over and fails to vacate on or before the required move-out date (i.e., after being given 30 days written notice) Tenant shall be liable to pay rent for the hold-over period and to indemnify Landlord and/or prospective tenants for damages including rental loss, lodging expenses and attorney's fees. Hold-over rent shall be immediately due on a daily basis and delinquent without notice or demand.
18. Limited Liability. Landlord will not be liable for any damages or losses to persons or property caused by Tenant or any other persons including, but not limited to, any theft, burglary, assault, vandalism or other crimes. Landlord shall not be liable for personal injury or for damages to or loss of Tenant's personal property (furniture, jewelry, clothing, etc.) or to Tenant for damage from fire, flood, water leaks, rain, hail, ice, snow, smoke, structural problems, environmental issues, taxis left by prior tenants, explosions, interruptions of utilities, acts of God, or negligent behavior of Landlord or its agents unless such injury or damage is caused by gross negligence of Landlord or its agents. LANDLORD STRONGLY RECOMMENDS THAT TENANT SECURE RENTERS INSURANCE AND TO PROVIDE PROOF OF SUCH INSURANCE TO PROTECT AGAINST ANY AND ALL OF THE ABOVE OCCURRENCES.

Tenant agrees to indemnify and hold harmless Landlord and its representatives from any and all liability for actions or inactions of Tenant which cause damage or injury to any party or person.

Tenant agrees that locks and latches are acceptable subject to Landlord's duty to make repairs and upon request of Tenant. Upon payment of a reasonable charge, Tenant shall have the right to require Landlord to change (re-key) a door or lock for a fee. Tenant may not place its own lock on the Premises. If Landlord's employees are requested to render services not contemplated in this agreement, Tenant agrees to hold Landlord harmless for all liability regarding the same. This agreement is subordinate to all present or future mortgages or security interests placed on the property of which the Premises are a part; and subject to the provisions of any regulatory agreement with any Housing Authority and others that burden such property. Landlord may provide security patrols and/or security equipment for the purpose of protecting its property. However, Landlord will not provide any security for Tenants. Tenant is responsible for its own personal

security and the security of its property; it is acknowledged that the Premises have been occupied and used by other individuals and that Landlord cannot represent what such person(s) have had or have done with the Premises. Tenant acknowledges that it will not hold Landlord, its agents, or employees liable for prior actions

within the Premises or by other occupants or their guests including such actions that may have unknown continuing residual effects on the Premises.

No liability shall attach to Landlord by reason of entering into this Agreement except as expressly provided herein. The provisions of this section shall survive the expiration or termination of this Agreement.

19. Default of Tenant. The following events shall constitute events of default:

- (a) Failure to pay any rent, deposits or other amounts agreed to herein or any other sums due and owing by Tenant to Landlord pursuant to any terms of this Agreement;
- (b) Failure to perform all or any part of this Agreement or a violation of this Agreement or any of the rules and regulations adopted by Landlord or of any law;
- (c) Tenant's abandonment of the Premises - abandonment is hereby agreed to mean Tenant's absence from the Premises for fifteen (15) consecutive days without first notifying Landlord in writing, with the rent unpaid and no reasonable evidence that Tenant is occupying Premises other than items of personal belongings left in said Premises, OR by vacating the Premises without providing appropriate notice;
- (d) Violation by Tenant, any occupant, or any guest of any state, federal, or local law or ordinance, including the violation of any such law by an occupant or Tenant while living in the Premises regardless of where the violation occurs; or
- (e) If Tenant holds over and fails to vacate on or before the required move-out date (*i.e.*, the end of the current lease term, the end of the month or any renewal or extension period, or the move-out date agreed to by both parties).

Tenant shall be liable to Landlord for any and all costs incurred as a result of any breach by Tenant.

20. Default of Landlord. Landlord agrees to act with diligence to:

- (a) Remain in substantial compliance with accepted federal, state, and local laws regarding safety and sanitation; and
- (b) Make all reasonable habitability repairs subject to Tenant's obligation to pay for damages caused by Tenant, its guests or other occupants.

21. Rules and Regulations. Tenant, its guests and other occupants shall comply with all written rules and regulations which shall be considered part of this Lease. Such rules and regulations shall be available for review from Landlord upon request during normal business hours. Landlord may make reasonable rule changes if made in writing and notice is given to all tenants. Rules and regulations include but are not limited to the following:

- (a) Tenant agrees that the conduct of Tenant, Tenant's guests or other occupants shall not be disorderly, boisterous, or unlawful, and shall not disturb the rights, comforts, or convenience of other persons;
- (b) Tenant shall be liable to Landlord for damages to the Premises regardless of how or who caused such damage, except as otherwise described in this Agreement;
- (c) Sidewalks, steps, entrance halls, walkways and stairs shall not be obstructed or used for any purpose other than ingress or egress;
- (d) The Premises and other areas which are reserved to Tenant's private use shall be kept clean and sanitary by Tenant and garbage shall be disposed of only in appropriate receptacles;

- (e) Any common areas that are available to Tenant, including the shed, are a privilege and not a right granted under this Agreement, and are to be used wholly at the user's risk and any person, including Tenant, may be restricted from usage at Landlord's sole discretion;
- (f) All written rules may be enforced through Landlord's representatives or agents and Tenant shall hold same harmless for reasonable enforcement;
- (g) Landlord may regulate the manner, time and place of all parking;
- (h) Tenant acknowledges that the Landlord may utilize the property to access and stage for adjacent construction, so long as reasonable access is made available for the Tenant;
- (i) Landlord may regulate, limit, or prohibit from the Premises and areas owned by Landlord the following: swimming pools, motorcycles, trampolines, commercial equipment, non-tenant materials, weight or workout equipment, bicycles, tricycles, skateboards, recreational vehicles, boats, trailers, inoperable vehicles, guest vehicles, guests who have lived or stayed in Tenant's Premises, former tenants who have or may be violating rules and regulations.

Tenant acknowledges the review of such rules and regulations and agrees to be bound by them. Such rules may be reasonably changed or modified at any time with thirty (30) days' notice to Tenant.

- 22. Mold and Mildew. Tenant agrees to defend, indemnify, and hold harmless Landlord against any and all claims, actions, causes of action, demands, liabilities, losses, damages, and expenses of any kind, including but not limited to attorney's fees and court costs, that may be made against Landlord, its representatives, agents, employees or affiliates, as a result of, or arising out of the growth or proliferation of mold or mildew caused by actions or negligence of Tenant or any guest or occupant living within the Premises or prior to Landlord acquisition of the property. Tenant further agrees that Landlord shall not be liable for any damages caused to Tenant, Tenant's guests, or any property within the Premises resulting from mold or mildew which is a result of negligence of the Tenant. Tenant shall indemnify Landlord from any liability relating to mold or mildew resulting from damages to any person or property within the Premises regardless of the source of the mold or mildew. Tenant agrees to immediately notify Landlord of the existence of any mold or mildew within the Premises.
- 23. Government Action. In the event the Premises are condemned or access is restricted as a result of any type of governmental action, Landlord shall not be liable for any damage to Tenant including alternate housing, damage to personal property, replacement of personal property and any other consequential damage. Such action may include any action by any governmental agency or entity, including but not limited to, health departments, division of environmental quality, fire departments, police, zoning departments, etc. If the action is taken, Tenant shall be relieved of rental obligations effective the date that access is restricted or prevented unless the cause of such governmental action relates to actions of Tenant, its guests, or occupants.
- 24. Disability. It is the policy of Landlord to reasonably accommodate all handicaps and disabilities as defined under state and federal laws. It is agreed that Tenant shall notify Landlord of any need relating to a disability or handicap (in writing if practical) to ensure the proper procedures are implemented to comply with existing laws. In the event Tenant fails to notify Landlord, Landlord shall not be liable for damages suffered by Tenant. It is agreed that Landlord is under no obligation to accommodate Tenant until proper notification with supporting documentation (if necessary) is provided to Landlord.
- 25. General Provisions. Tenant acknowledges and agrees that only persons legally residing within the United States will reside in the Premises. In the event that more than one (1) Tenant enters into this Lease Agreement, each tenant is jointly and severally liable for each provision of this Agreement. No tenant shall be released from this Agreement unless in writing. Liability under this Agreement continues until all occupants and tenants vacate or a new lease is signed.
 - (a) Tenant may not withhold rent or offset against rent except as specifically allowed and provided by law.
 - (b) All obligations are to be performed in the County where the Premises are located.
 - (c) Landlord's past delay or non-enforcement of rent payment due date or any other provision hereof shall not be a waiver thereof under any circumstances.

To enforce any breach or in any lawsuit involving statutory or contractual obligations of Landlord or Tenant, the prevailing party shall be entitled to recover costs or collection, attorney's fees, and all other costs of litigation from

the non-prevailing party. All amount past due and/or in any lawsuit judgment shall bear interest from due date at the rate of ten percent (10%) per annum compounded daily.

26. Notice Provision. Any and all notices required by this Lease Agreement shall be in writing and delivered personally to the party to whom the notice is to be given, or mailed by certified mail, postage prepaid, and addressed as follows:

If to Landlord:
Park City
Municipal
Corporation
Attn: Heinrich Deters
445 Marsac Ave.
Park City, UT 84060

If to
Tenant: Ed
Parigian
1302 Norfolk Ave.
Park City, UT
84060

27. Entire Agreement. This Agreement constitutes the entire and only agreement between the parties and it cannot be altered or amended except by written instrument, signed by both parties except for reasonable rule changes or additions to Landlord's "Rules and Regulations." **NO ORAL AGREEMENTS HAVE BEEN MADE .**
28. Severability. Any clause declared invalid by law shall not invalidate the remainder of this agreement. This is a binding legal document. Tenant acknowledges reading all of this agreement and any addendums carefully before signing, Tenants are jointly and severally liable for all the terms, conditions, and payment due pursuant to this agreement.

TENANT:

By: _____ ED
PARIGIAN

LANDLORD:

PARK CITY MUNICIPAL
CORPORATION, a Utah municipal corporation

By: _____ Diane Foster,
City Manager

Approved as to form:

City Attorney

STATE OF COUNTY OF

)

: ss.

)

The foregoing instrument was acknowledged before me this day of, 2019, by ED PARIGIAN, an individual, and he acknowledged that he signed it voluntarily for its stated purpose.

NOTARY PUBLIC

Residing at:

My Commission Expires:

Council Agenda Item Report

Meeting Date: January 29, 2019

Submitted by: Jim Blankenau

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Request to Authorize the City Manager to Execute the Third Amendment to the Professional Services Agreement, in a Form Approved by the City Attorney, with URS Corporation for Services Related to the Richardson Flat Tailings Site Operable Unit 4 (OU4) (also known as the Prospector Drain) Administrative Order on Consent for an Increase to the Contract in an Amount Not to Exceed \$54,422 and to Extend the Term of the Contract to December 31, 2020

Suggested Action:

Attachments:

[Prospector Drain Contract Addendum Staff Report](#)

City Council Staff Report



Subject: Richardson Flat OU4 (Prospector Drain) Engineering Evaluation/Cost Evaluation (EE/CA)
Professional Service Agreement – Amendment No. 3

Author: Jim Blankenau, Environmental Regulatory Program Manager

Department: Sustainability

Date: January 29, 2019

Type of Item: Administrative

Recommendation

Staff recommends Council authorize the City Manager to execute the Third Amendment to the Professional Services Agreement (PSA), in a form approved by the City Attorney, with URS Corporation for services related to the Engineering Evaluation/Cost Evaluation (EE/CA) Professional Services aspects of the Richardson Flat Tailings Site Operable Unit 4 (OU4) (also known as the Prospector Drain) Administrative Order on Consent (AOC) for an increase to the contract in an amount not to exceed \$54,422 and to extend the term of the contract to December 31, 2020.

The contract amendment will allow staff to consult with URS Corporation complete the required EE/CA, and meet the requirements of the AOC with EPA for the Richardson Flat Tailings Site OU4 (the Prospector Drain) AOC.

Executive Summary

On January 10, 2013, Council approved and the Mayor signed the Proposed Administrative Order on Consent (AOC) for Richardson Flat Tailings Site OU4 (the Prospector Drain) perform an EE/CA negotiated by Park City Municipal Corporation staff, the Environmental Protection Agency, the U.S. Fish and Wildlife Service, the Bureau of Land Management and the Utah Department of Environmental Quality.

In January of 2013, Staff obtained Statements of Qualifications (SOQ) for the Engineering Evaluation/Cost Analysis (EE/CA) for Richardson Flat Tailings Site OU4 (the Prospector Drain) from four consultants. URS, was selected as the best qualified based on selection criteria outlined in the February 14, 2013 Staff Report.

Field work for the Site Characterization and EE/CA was initiated in June 2013. In February 2015, a draft Site Characterization Report was submitted to the EPA. Staff assisted by URS has been working with EPA to address comments on the draft Site Characterization Report. EPA has submitted comments on the draft Characterization in April, August and November of 2015 and January, February and April of 2016. In October 2018, the EPA conditionally approved the draft Site Characterization. The additional tasks needed to finalize the Site Characterization and complete the EE/CA is described in the Problem section.

Acronyms

The following acronyms and abbreviations have been used in this report.

AOC	Administrative Order on Consent
EE/CA	Engineering Evaluation/Cost Evaluation
EPA	Environmental Protection Agency
OU4	Operable Unit 4 (Prospector Drain)
PSA	Professional Services Agreement
SOQ	Statements of Qualifications

The Problem

Proposed Amendment No. 3 captures additional costs in an amount of \$54,422 (for a total contract amount of \$602,666.94) for the following scope items that are added to the consultant services:

- Collection of additional monthly samples from the Biocell Vault and the Biocell Outfall.
- Additional effort required to respond to EPA's comments on the Draft Site Characterization
- Additional meetings with the EPA and Trustees.
- Additional effort anticipated to meet requirements of EPA and Trustees for completing the EE/CA.
- Additional field support.
- Extend the term of the contract to expire on December 31, 2020.

The attached Amendment No. 3, Exhibit A, provides additional information and detailed costs for the above items. Staff feels that these fees are usual and customary with projects of this type, scope, and complexity.

Background

- On January 10, 2013 Council directed Mayor Williams to sign the Administrative Order on Consent for the completion of EE/CA and Removal Action on the Prospector Drain.
- On February 14, 2013, the City Manager executed a Professional Services Agreement, in an amount of \$295, 835.10, with URS Engineers to provide services related to the EE/CA aspects of the Richardson Flat Tailings Site OU4 (the Prospector Drain) AOC.
- In June 2013, field work was initiated by URS.
- In February 2015, a draft Site Characterization Report was submitted to the EPA.
- In March of 2015, URS submitted a change order for the amounts of \$29,582.84. This amount was below the City policy of 10% of the original contract amount and was approved by staff.
- From April 2015 to current, EPA and Park City have been communicating comments and response on the Draft Site Characterization.
- On May 28, 2015, City Council approved the First Addendum to the PSA.

- On September 1, 2016 City Council approved the Second Addendum to the PSA.
- On September 28, 2018, Park City received conditional approval of the draft Site Characterization.
- On October 25, 2018, Park City responded to the comments in the conditional approval letter.

Department Review

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

Funding Source

There are currently environmental cleanup funds within the adopted Capital Improvement Plan (CIP) for this project. Initial costs will be for the completion of the Engineering Evaluation/Cost Analysis (EE/CA). Staff expects additional funds may be needed for the Natural Resource Damages aspect of the AOC and the CIP is expected to be adjusted as part of the regular prioritization process.

Attachments

EXHIBIT A: Engineering Evaluation/Cost Evaluation (EE/CA) PSA URS Corporation, Amendment No. 3, Scope of Services

Council Agenda Item Report

Meeting Date: January 29, 2019

Submitted by: Linda Jager

Submitting Department: Community & Public Affairs

Item Type: Staff Report

Agenda Section:

Subject:

Request to Approve a Service Provider/Professional Services Agreement in a Form Approved by the City Attorney's Office with Future I.Q., in an Amount Not to Exceed \$60,000 for Consultant Services to Implement and Manage Park City Community Vision 2020

Suggested Action:

Approval of Service Provider/Professional Services Agreement

Attachments:

[Future IQ Staff Report](#)

[Future iQ Proposal](#)

[Future iQ Appendix](#)

City Council Staff Report

Subject: Service Provider/Professional Services Agreement – Park City Community Vision 2020
Author: Linda Jager
Department: Community Engagement
Date: January 29, 2019
Type of Item: Administrative

Executive Summary

Staff requests Council approve a Service Provider/Professional Services Agreement in a form approved by the City Attorney's Office with Future I.Q., in an amount not to exceed \$60,000 dollars for consultant services to implement and manage Park City Community Vision 2020.

Background

Park City Municipal Corporation (PCMC) is undertaking a community visioning project in 2018 and 2019. This is a project eagerly anticipated by City Council, residents, and organizations in Park City. The last community visioning project was completed in 2009. Please find a link to the 2009 Visioning Project [here](#).

An internal selection committee comprised of staff representatives from the Budget, Community Engagement, Community Development, Executive, and Transportation Planning departments reviewed proposals submitted by five firms and has recommended [Future I.Q.](#) to work with the City to design and implement a series of community dialogs, analyze and report on findings, facilitate a statement of Core Values and Community Ideals, and prepare a Vision Action Plan for the community. Park City Community Vision 2020 will launch in February 2019 and conclude in January 2020.

Future I.Q. has been selected based on the following:

- Outstanding data gathering and reporting. Ability to sort community response by demographic information (age, location, length of time in Park City, etc.).
- Using data as the community voice, this is translated and presented in the vision / plan. This approach is data-driven, but allows the human element to be in the foreground, expressed as desires, ambitions and vision.
- People focused engagement methods - Think Tank - a two-day workshop for community stakeholders; Community & Stakeholder Workshops - resident and stakeholder groups across the community will be offered the opportunity to host their own workshop, or participate in a series of advertised public events.
- Extensive experience in working with national and international tourism-oriented communities - Hilton Head, S.C., Snohomish County, WA; Columbia River Gorge, Oregon; La Laguna The Canary Islands, Spain; West Cork, Ireland.

Funding

Funding for Park City Community Vision 2020 has been budgeted in the FY2019 Community Engagement budget at \$30,000. The remaining \$30,000 for the project will be budgeted in the FY2020 Community Engagement budget.

Department Review

This report has been reviewed by representatives from the following departments: Budget, Debt & Grants; Community Engagement; Legal, and Executive.

Attachments

Exhibit A –Future I.Q. proposal and appendix

PARK CITY MUNICIPAL CORPORATION
PARK CITY, UTAH
PARK CITY COMMUNITY VISIONING 2020
NOVEMBER 9, 2018

PARK CITY
COMMUNITY
VISION 2020
PROPOSAL



Submitted by:
Future iQ, Inc.
P.O. Box 24687
Minneapolis, MN 55424
www.future-iq.com

David Beurle
david@future-iq.com
612-757-9190

Heather Branigin
heather@future-iq.com
612-757-9121



Future iQ, Inc.
P.O. Box 24687
Minneapolis, MN 55424
US Federal Tax Number:
EIN: 27-1389416
November 9, 2018

Linda Jager
Community Engagement Manager
Park City Municipal Corporation
445 Marsac Avenue
Sustainability Office, 3rd Floor
Park City, UT 84060

RE: Request for Proposal – Park City Community Visioning 2020

Dear Ms. Jager,

It is with keen interest that Future iQ submits this proposal to serve as the consultant team to facilitate the creation of a new Community Vision and Action Plan for the future.

We understand that visioning requires not only alignment with past planning, but a look ahead to the aspirations of community members for years to come. Future iQ will balance these needs to create a vision plan for Park City that is grounded in city-wide priorities that support and build on the community's ideals and core values for the future.

Future iQ offers an experienced team with a combination of high quality methodological ability, deep research capability and strong community stakeholder facilitation skills. Our team offers the following strengths and advantages in delivering this package of work:

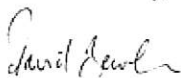
- **We understand the need for balanced development.** We have worked with many cities, towns, counties and regions at points-in-time when communities have reached generational change, industry tipping points, and other scenarios that involve significant redevelopment phases. For example, our work with the City of Edina in Minnesota involved extensive public engagement with businesses, neighborhood and housing associations, community organizations and individual homeowners as they dealt with issues such as tear-downs and rebuilds, re-purposing commercial properties, and higher density zoning issues. Balancing the need for redevelopment as well as the need to maintain the essential character and charm of a community was crucial in the planning process. Future iQ will bring this sensitivity to Park City's visioning process.
- **We specialize in visioning, strategic planning and stakeholder engagement.** Visioning and engagement are cornerstones of Future iQ's strategic action planning methodology. Our planning process specializes in applying innovative tools and approaches that bring together community stakeholders to create collaborative and cohesive action plans, and

an aligned vision for the future. Importantly, our planning process provides a collaborative place for participants to share expertise and ideas, and to openly consider various perspectives on issues of concern to their industry. We have a team of accomplished facilitators who are well versed in steering community stakeholder discussions, and exploring local sensitivities and aspirations.

- **We know about the impact of tourism in City and regional areas.** Future iQ has worked extensively with tourism-oriented or dependent communities in the U.S., Ireland, Italy, Spain and France. We are currently working with Snohomish County in Washington on a 2-year tourism development and management project, and are working on the North Coast of Oregon on a tourism destination management initiative. We also recently worked on 3 regional tourism development projects in Maine forest areas. Our international experience provides us with a unique appreciation for the complexity of balancing issues in tourism destinations, while preserving the distinct character and needs of the local people and communities. We understand the fine balance point between tourism, environmental stewardship, progress, history and preservation of regional character. We will bring this sensitivity and experience to the planning process with Park City.
- **We bring a future perspective.** Future iQ specializes in studying and understanding larger emergent trends and influences that are re-shaping industries and regions. We have also published foresight research on the 'Future of Manufacturing', 'Cities of the Future', 'Economics of Collaboration', and the 'Future of Food'. In 2012, we hosted a global Think Tank forum at Windsor Castle (UK) on 'Building Sustainable Regional Communities' and will host an additional Think Tank forum there on 'The Future of Urban Living' this December 2018. This experience and knowledge helps us shape truly future oriented planning processes.
- **We understand the power of good data.** Future iQ specializes in sophisticated data collection, research and analysis. We believe that good stakeholder engagement processes and data collection, presented in a transparent and interactive manner, can help build rapid alignment around key points of consensus.

Future iQ delivers innovative and customized projects on time and on budget. Our hands-on approach, as well as the effectiveness of our methodology, will help Park City to maximize the value of the planning process and achieve realistic actionable outcomes. This will lead to the creation of a sustainable city-wide Vision and Action Plan for that can be supported and implemented by key stakeholders. It would be our privilege to work with Park City on this initiative. Please contact me for clarifications as needed. Thank you for your consideration.

Yours sincerely,



David Beurle

CEO, Future iQ, Inc.

Tel: 612-979-9190

Email: david@future-iq.com

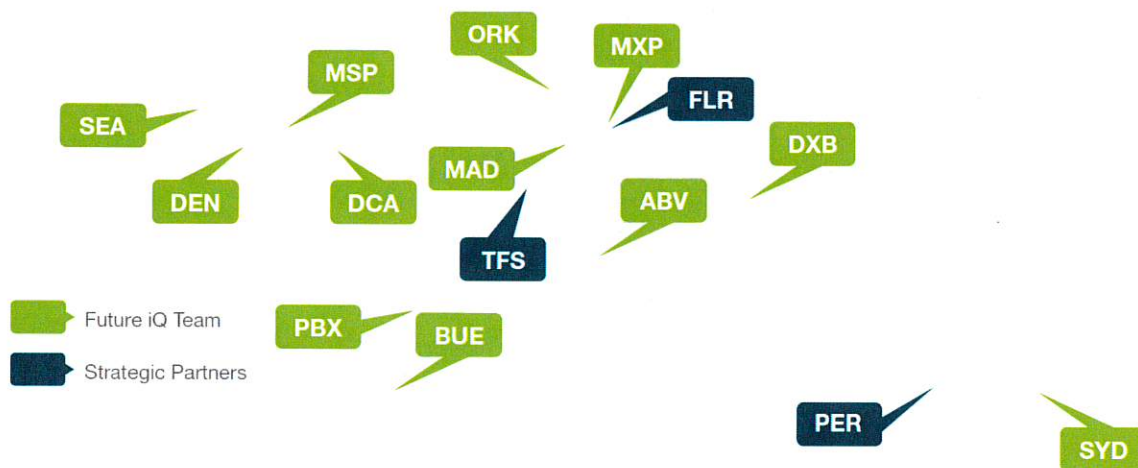
Table of Contents

1.0	FIRM BACKGROUND.....	1
1.1	ABOUT FUTURE IQ.....	1
1.2	RELEVANT PROJECT EXPERIENCE.....	2
2.0	PROPOSED PROJECT PROCESS PLAN AND PROJECT SCHEDULE.....	3
2.1	TASK 1: DEVELOPMENT AND PRESENTATION OF PROJECT PLAN	4
2.2	TASK 2: IMPLEMENTATION	4
2.3	TASK 3: SYNTHESIZE AND ANALYZE RESULTS.....	8
2.4	TASK 4: PARK CITY VISION 2020 PRESENTATIONS.....	8
2.5	PROJECT SCHEDULE	9
3.0	PROPOSED METHODOLOGY	10
3.1	FUTURE ORIENTED RESEARCH	11
3.2	PEOPLE FOCUSED ENGAGEMENT.....	12
3.3	DATA DRIVEN METHODOLOGY.....	13
4.0	BUDGET.....	14
5.0	STATEMENT OF QUALIFICATIONS	15
5.1	BIO	15
5.2	REFERENCES.....	15
6.0	APPENDIX A : DETAILED PROJECT DESCRIPTIONS.....	16
7.0	APPENDIX B : TEAM RESUMES.....	21
7.1	PROJECT DIRECTOR, DAVID BEURLE, CEO, FUTURE IQ.....	21
7.2	HEATHER BRANIGIN, VICE PRESIDENT, FORESIGHT RESEARCH	22
7.3	MARC RASSEL, CREATIVE DIRECTOR.....	23
7.4	CELINE BEURLE, COO.....	24
7.5	WALTER R. PAIXAO-CORTES, DATA ENGINEER	25
7.6	TOBILOBA ADARAMATI, DATA ANALYST	26

1.0 Firm Background

1.1 About Future iQ

Future iQ is a global consulting and research company specializing in visioning and strategic planning for nonprofits, regions, cities, communities, and industries. Founded in 2003, Future iQ's global footprint brings a broad perspective and delivers transformational customized solutions to local environments. With seven staff members, four strategic partners and four country representatives, Future iQ's clients span North America, Europe and Australia. Future iQ works across cultures, sectors and languages to shape unique and effective planning solutions. The Team assigned to this project has extensive experience in visioning and strategic planning and analysis, economic development and regional planning projects in the United States. This proposal offer shall remain valid for 12 months (1 year).



Future iQ specializes in the following functional and sector areas:

- City, Urban and Regional Planning
- Operations and Corporate Planning
- Economic and Workforce Development
- Tourism Industry Planning and Analysis
- Non-profit Strategic Planning
- Defense Sector Engagement

Future iQ's specialized methodology includes:

- Strategic Planning and Visioning
- Stakeholder Engagement
- Network and Supply Chain Mapping
- Data Visualization
- The Future Game
- Customized Foresight Research

For more information, please visit Future iQ's website at: <http://future-iq.com>

1.2 Relevant Project Experience

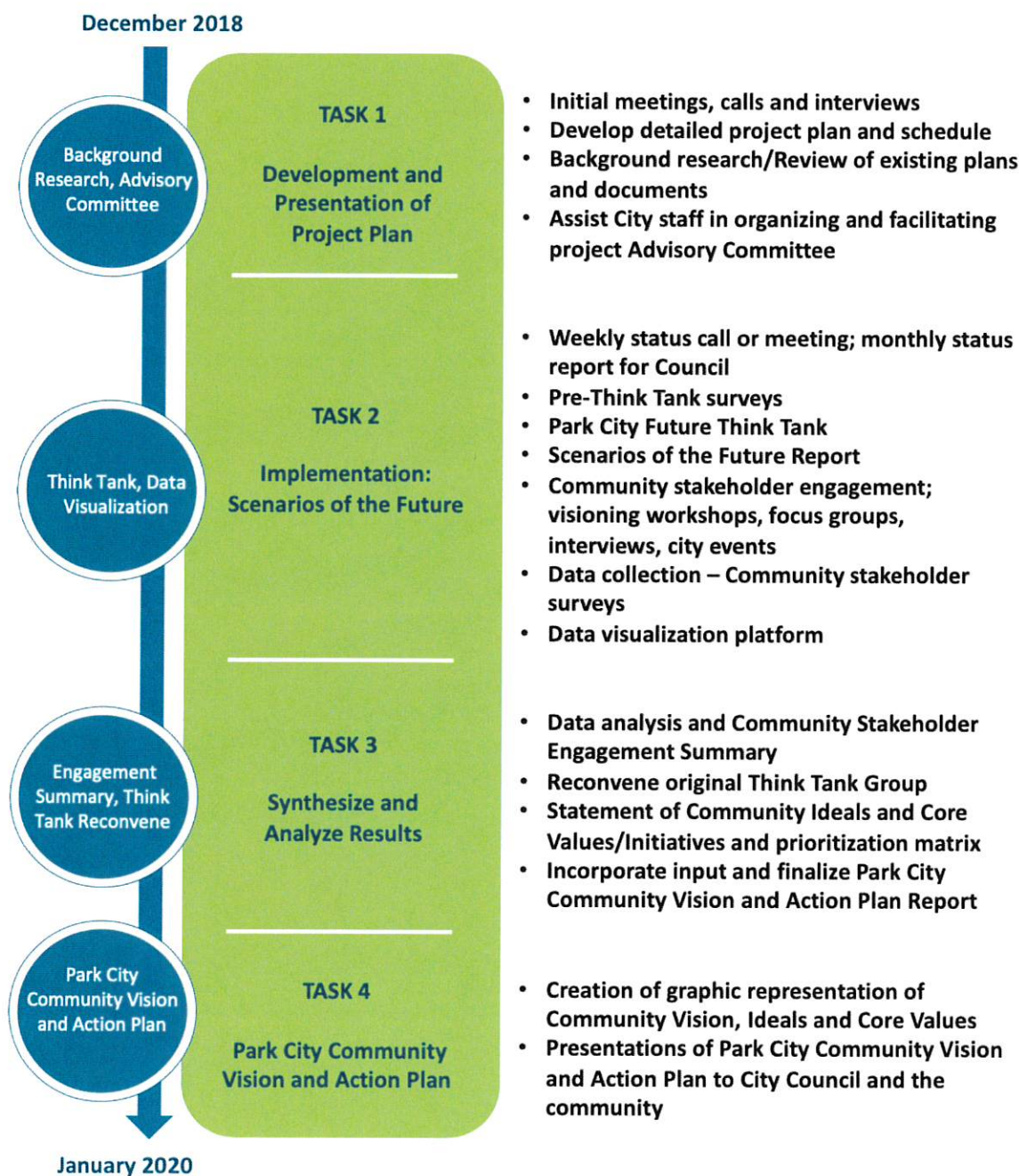
A key feature of Future iQ's work includes visioning and strategic planning projects for cities, nonprofit organizations, corporations, and regions. Below are examples of recent visioning and strategic planning experience. To see detailed descriptions of Future iQ projects, please visit <http://future-iq.com/featured-projects/>.

- City of Coppel, TX, Vision and Strategic Plan (2018-present)
- Town of Hilton Head Island, SC, Vision and Strategic Action Plan (2016-2018)
- City of Edina, MN, Community Vision and Comprehensive Plan Bridging (2014-2017)
- City of San Diego, CA, Defense Industry Strategy (2016-present)
- City of Wayzata, MN, Community Vision (2017-2018)
- Tillamook County, WA, Strategic Vision and Action Plan (2018-present)
- McHenry County College, Crystal Lake, IL, Strategic Visioning and Foresight (2018)
- Allen County, OH, Greater Lima Collaborative Growth Plan (2015-2017) - DOD, OEA
- B.E.S.T. of Waseca County, MN, Visioning and Strategic Action Plan (2017-2018)
- Rural Community Assistance Partnership, Washington, DC, Strategic Plan (2018)
- National Assoc. of Development Orgs., Washington, DC, Strategic Plan (2018-present)
- Edina Chamber of Commerce Medical/Wellness Destination Strategic Marketing Plan, Edina, MN (2018-present)
- CEDA, ID, Visioning and Economic Development Leadership Training (2018-present)
- NH Aerospace and Defense Export Consortium, NH, Strategic Plan (2017-2018)
- Community Action Partnership of Hennepin Co., Minneapolis, MN, Strategic Plan (2017)
- Future of Midwest Agriculture, University of Minnesota (2017 – present)
- Moosehead Lake Regional Master Plan, ME, Strategic Action Plan (2016-17)
- Middle Georgia Regional Planning (2018-present) - Department of Defense, OEA
- Global Think Tanks at Windsor Castle, U.K. (2012 and December 2018)
- Oshkosh Regional Planning Initiative, Eastern Wisconsin (2014-2016) – DOD, OEA
- Snohomish County, WA, Tourism Destination Development, (2017-present)
- Travel Oregon, Statewide Regional Tourism Planning (2016-18)
- Maine Woods Tourism and Economic Development, ME (2017-2018)
- Texarkana, TX, Strategic Action Plan (2015) - Department of Defense, OEA
- Province of Alberta, Canada – Small Business Strategy (2009-2014)
- North Tyrrhenian Sea-Mediterranean Ports Project, Italy/France (2015-16)
- Edina Chamber of Commerce Economic Development Strategy, Edina, MN (2016-2017)
- National Congress of American Indians, Washington, DC (2016-present)

For detailed project descriptions, please see **Appendix A**.

2.0 Proposed Project Process Plan and Project Schedule

The proposed project plan is implemented in four tasks that build momentum around an aligned vision, ideals and core values for Park City over the next 10 years. Park City's Community Vision and Action Plan is intended to be inclusive and sustainable. It will unify Community Stakeholders, identify future opportunities, and align resources for development throughout the City. The scope of work outlined in the RFP will be included in the proposed project plan and incorporated into the four tasks outlined below.



2.1 Task 1: Development and Presentation of Project Plan

This project will begin with meetings between Future iQ team members and City Staff to establish a final work program and schedule specifying the number and type of planned meetings, engagement activities and deliverables to occur throughout the project. Future iQ will also conduct interviews to further define project goals and objectives, especially as they relate to the stated goal of understanding the community's articulation of the tangible and intangible community elements that if lost, would fundamentally change the character of the City. Significant background research including exploration of existing planning efforts will be undertaken to understand those strategic directions already established and to identify progress made towards meeting those objectives.



Future iQ's thorough planning and clear communication builds public confidence in the planning process.

As requested in the RFP, Future iQ will also assist City staff in organizing and facilitating a community project Advisory Committee comprised of residents and local stakeholders. Future iQ has assisted with this type of facilitation in several cities and will be able to lend considerable best practice advice to this project.

Future iQ will also assist Park City in the development of communications and outreach about the visioning and action plan, both through traditional and digital media, in English and Spanish. Future iQ is able to provide project materials in both English and Spanish. It is our firm belief that consistent and easily accessible project communications add to the transparency of the process and encourage participation.

Deliverables from Task 1 will include:

- Initial meetings, calls and interviews
- Develop detailed project plan and schedule
- Background research / Review of existing plans and documents
- Assist City staff in organizing and facilitating project Advisory Committee

2.2 Task 2: Implementation

Future iQ specializes in studying and understanding larger emergent trends and influences that are re-shaping communities, industries, organizations and regions. This future-oriented lens guides Task Two as it creates the building blocks of a strategy for the future using a scenario-based strategic planning methodology. Using trend research, industry analysis, and expectations about Park City, this methodology will enable stakeholders to explore the impacts and consequences of a range of different future paths as they participate in the Park City Future Think Tank. For this project, the scenario planning approach will help stakeholders understand the potential and implications of various decisions pertaining to community development, and explore the synergies in adjacent sectors.

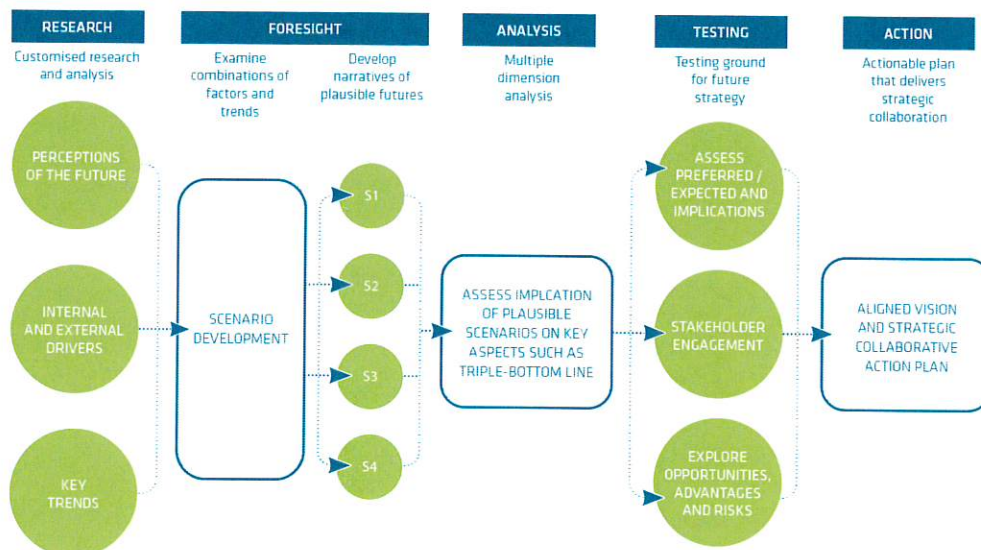
The scenario-planning process creates scenarios that are not predictions, but are a way of exploring plausible futures. Key aspects and features of the approach include:

- It is customizable and built around the project plan.
- It is data and evidence-based, ensuring a robust outcome, and a vision and plan that deals with reality, rather than a 'wish-list.'
- Community stakeholder engagement is front and center in the design, and stakeholders have the option to have input via multiple methods.
- The process is inclusive and easily scalable, and can draw input from all segments of the community – from backyards to classrooms to boardrooms.

There are several important design principles to the proposed planning approach, including:

- **Strong collaborative people-focused approach.** The long-term success of this project will be dependent on building strong collaboration among Park City's various community stakeholders. The development of this type of 'eco-system' needs to be built in upfront in the planning stages of the project with a conscious effort to build on points of consensus to create a common vision for the City.
- **Future oriented.** Building a county-wide shared vision will be critical for Park City. In order to develop an agreed-upon strategic vision and action plan, stakeholders will need clarity and a common understanding of the drivers impacting the City.
- **Data driven approach, including data visualization.** Our experience suggests that projects like this are most successful when built on transparent data-driven approaches, inclusive of as many community stakeholders as possible.
- **Project management and communication strategy.** Building the systems and communication methods to ensure compliance and timely delivery are important features of our project management. As requested in the RFP, Future iQ will conduct weekly conference calls or onsite meetings with the project team and will develop a monthly status report for the City Council.

Below is the visual outline of how Future iQ's scenario-based strategic planning process works.



How a Think Tank Works

The Think Tank process helps to define a broad vision, goals and directions. It is conducted as a highly participatory workshop over the course of a day or two evenings and produces a preferred future scenario validated by the completion of individual participant 'Heat Maps'. The Heat Map results will be compiled in Park City's Community Vision and Action Plan, revealing consensus on a preferred future or vision for the City. For this project, the scenario based Future Think Tank is a tool to gain better understanding of stakeholder priorities and goals to create effective action plans for City development. This process helps community stakeholders explore and understand emergent trends, and their potential implications across Park City. A range of plausible future scenarios are developed, that act as a testing ground to assess resilience and consequences.



The Think Tank provides an important opportunity for Park City community stakeholders to take a 'deep dive' into the future.

For Park City, this process is trying to answer important questions such as:

- What are the tangible and intangible elements of the community that, if lost, would fundamentally change the character of Park City?
- What makes Park City Park City and what should Park City become?
- How should City funds be invested and leveraged to support this vision?
- How will community stakeholder preferences fit into this vision?
- How does Park City ensure that the Vision and Action Plan will incorporate the priorities and values for all community stakeholders served?

In addition, the City can use the Think Tank to further examine circumstances including:

- What are the specific strategic gap and growth areas for the City and does previous planning address those areas?
- How may financial/budgetary issues on the State level impact Park City and how can the City prepare for potential budget challenges?
- Where does Park City fit into the world, and what are its unique competitive strengths?
- How does Park City anticipate and take advantage of emerging trends in the economy, Country, and aspirations of community stakeholders?
- What hurdles might Park City face, and how do we build collaborative approaches and structures to ensure continued successful programs and services?
- Where is there opportunity or need to evolve or change? Where is there an appetite for change, and where might there be resistance to change?
- What is the story Park City community stakeholders want to tell about themselves and what do they want the City to be in the future?

The methodology being proposed is more in-depth than a SWOT analysis and will allow community stakeholders to tackle these questions in an engaging and thought-provoking manner. This will then lead to the clarification of priorities that will define a clear community vision to guide the action planning process.

Community Stakeholder Engagement

Engagement is a cornerstone of Future iQ's strategic planning methodology. Key to effective community stakeholder engagement is building momentum and excitement around the Vision and Action Plan as it is created. Future iQ uses a wide variety of engagement methods to build this momentum – from large kick-off events, to targeted workshops, focus groups and surveys that reach all corners of the community. Future iQ goes deep and wide to gather input.

Following the Think Tank, Future iQ will seek to engage stakeholders on a citywide basis. For this project, it will be especially important to obtain input from key representatives and leaders from across the community. We will conduct focus groups and targeted group outreach (such as the Park City Planning Commission and Historic Preservation Board) and provide online surveys to broaden the reach and solicit feedback. The scope and various means of this engagement will be determined in close consultation with City Staff at the start of the project.

Data Visualization is Key to Understanding Community Stakeholders

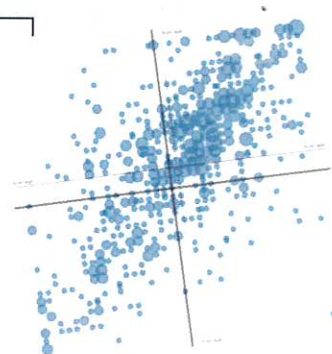
Data collection from a variety of surveys provides an inclusive process and a comprehensive understanding of community views and where points of consensus lie. Using Future iQ's online Lab Portal, Park City community stakeholder survey results will be collected and presented in an innovative data visualization platform. Future iQ's data visualization capabilities can be viewed at <http://lab.future-iq.com>. This approach provides a fun and interactive way to give transparent feedback to participants while at the same time exploring issues and views across the city.

The data visualization platform provides transparent and defensible analysis of Park City community stakeholder input.

Future iQ developed the Lab Portal platform to provide a people-focused, data-driven approach to visioning and key issue analysis. The following image shows an example of a screen shot 'point of consensus' in a sample project. The dots represent groups of community members and where their preferred future was located relative to a range of choices within the scenario matrix. The point of consensus will move depending on the search filters selected, allowing for an engaging and interesting way to explore the various views of different cohorts and groups within the community. For Park City, we would set filters based on profile questions such as age, length of time living or working in Park City, etc.

Deliverables from Task 2 include:

- Weekly status call or meeting; monthly status report for Council
- Pre-Think Tank surveys
- Park City Future Think Tank
- Scenarios of the Future Report
- Community stakeholder engagement
- Data collection – Community stakeholder surveys
- Data visualization platform



2.3 Task 3: Synthesize and Analyze Results

At this point, Future iQ will work closely with the Advisory Committee to draw together all input and information to craft the new vision and action plan framework. This will involve careful synthesis of all research, engagement results (including community values data, and data visualization results), reports and analysis into a framework that will guide the vision and action plan.

Input from stakeholders will be analyzed to identify themes, issues and values that inform the vision and action plan framework.

Following the engagement phase, the original Think Tank participants will be reconvened. This workshop serves to foster cohesion and alignment by giving participants the opportunity to validate the engagement findings and begin to build strategic direction for the city. Future iQ will also use the Think Tank Reconvene to build an initiatives and prioritization matrix and to create a Statement of Community Ideals and Core Values with the reconvened group. All of this information will then be incorporated and finalized in the final Park City Community Vision and Action Plan.

Deliverables for Task 3 include:

- Data analysis and Community Stakeholder Engagement Summary
- Reconvene Park City Future Think Tank participants
- Statement of Community Ideals and Core Values / Initiatives and Prioritization Matrix
- Incorporate input and finalize Park City Community Vision and Action Plan

2.4 Task 4: Park City Vision 2020 Presentations

As requested in the RFP, the presentations will include a graphic representation of the Community Vision, Ideals and Core Values designed by Future iQ's Creative Director. The final Park City Community Vision and Action Plan will be presented by the Project Director to both the City Council and the Community at two separate meetings as determined in initial project discussions.

Deliverables for Task 4 include:

- Creation of a graphic representation of Park City's Community Vision, Ideals and Core Values
- Presentation of Park City Community Vision and Action Plan to the City Council
- Presentation of Park City Community Vision and Action Plan to the Community



2.5 Project Schedule

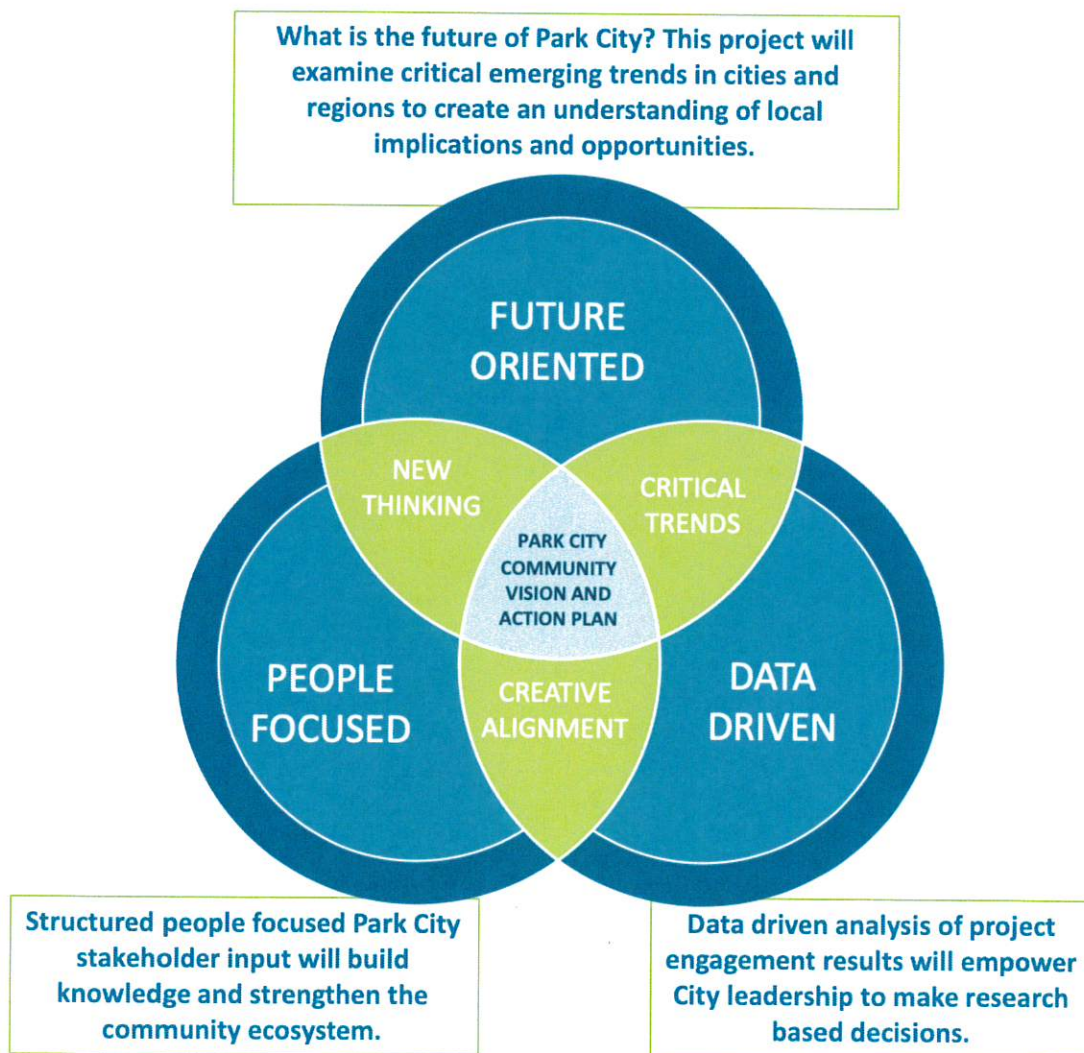
The following chart outlines key phases and suggested periods of activities. This timeline reflects the relative emphasis of activity. Work on some key deliverables will occur in parallel. This will allow the phases to be completed within the project timeline.

Key Tasks	Key Deliverables	D	J	F	M	A	M	J	J	A	S	O	N	D	J
Task 1: Development and Presentation of Project Plan	Initial meetings, calls and interviews														
	Develop detailed project plan and schedule														
	Background research / Review of existing plans and documents														
	Assist City staff in organizing and facilitating project advisory committee														
Phase 2: Implementation: Scenarios of the Future	Weekly status call or meeting; monthly status report for Council														
	Pre-Think-Tank surveys on community views														
	Park City Future Think-Tank Workshop														
	Scenarios of the Future Report														
	Community Stakeholder Engagement; visioning workshops, focus groups, interviews, city events														
	Data collection – Community Stakeholder Surveys														
	Data visualization platform														
Phase 3: Synthesize and Analyze Results	Data analysis and Community Stakeholder Engagement Summary														
	Reconvene Park City Future Think-Tank Workshop Group														
	Statement of Community Ideals and Core Values/ Initiatives and prioritization matrix														
	Incorporate input and finalize Park City Community Vision and Action Plan														
Phase 4: Park City Community Vision and Action Plan Presentations	Creation of graphic that represents Community Vision, Ideals and Core Values														
	Presentation of Park City Community Vision and Action Plan to City Council														
	Presentation of Park City Community Vision and Action Plan to community														

3.0 Proposed Methodology

Future iQ brings a global perspective to visioning that is invaluable to local interests. For Park City, this means access to a wealth of knowledge and experience in visioning and planning for cities, counties, regions, nonprofits and global corporations. Future iQ will use this experience to guide and inform this project and will work with City leadership to develop comprehensive, future-oriented, sustainable and implementable strategic actions to support the new Community Vision for Park City. These strategic actions will balance priorities across the important dimensions specific to Park City and incorporate global and local best practices.

Future iQ's visioning and planning methodology is based on three primary principles. It is Future Oriented, Data Driven and People Focused. The 'future orientation' is particularly important to take account of rapidly emerging technological trends. The 'data driven' ensures the plan is built on solid research and information. The 'people focused' is important to build support for the vision, ideals and core values of the City, and to harness the best possible input into the action plan formulation.



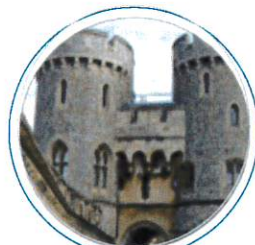
3.1 Future Oriented Research

Future iQ produces global foresight publications and research to help our clients build understanding about important future trends impacting organizations, regions, communities and industries. This insight helps stakeholders to effectively plan for the future. During this project, Future iQ will draw from our research to present customized trend analysis and information most relevant to Park City. This will help community stakeholders explore new thinking and ideas, and critically examine emerging challenges and opportunities.



The Next Industrial Revolution (2017-18)

Explores the broad implications and impacts of an emerging world of accelerating digital technology, robotics and automation.



Global Think Tank – Windsor Castle (2012 and 2018)

In partnership with St. George's house, Windsor Castle, Future iQ explored the challenges of building sustainable communities (2012) and will explore the future of urban living (2018).



Future of Midwest Agriculture (2017-18)

Explores future trends and plausible scenarios for Midwest agricultural industries, economies and communities. Key trends include technological disruption, emergence of global forces and the importance of sustainability.



Future of Manufacturing (2016)

Analyzes and provides insights on the key trends that are impacting the global manufacturing sector.



Cities of the Future (2015)

Explores trends that have the potential for widespread adoption over the next two decades.



Future of Tourism (2018)

Exploring emerging trends impacting outdoor and recreation based tourism industries.



The Future of Food (2016)

Examines a range of critical catalysts of change relating to the global food supply chain, and the potential impact upon human health, the environment and food security.

3.2 People Focused Engagement

Future iQ's people-focused engagement process facilitates real conversations that get to the heart of the matter and builds consensus. From Think Tanks, to large-scale participatory industry forums to targeted focus groups and online survey mechanisms, Future iQ's wide range of engagement methods encourage stakeholders to be part of the decision-making, visioning and planning process. This hands-on engagement will be a very important feature of the proposed engagement aspects of this project.



Think Tank – Scenario Planning

The Think Tank is an innovative approach to community stakeholder engagement. It focuses on scenario-based strategic planning and stresses the role of future-thinking to identify shared interests and common concerns.



Community Stakeholder Outreach

Throughout the planning process Future iQ engages a broad cross section of community stakeholder cohorts using meaningful and inclusive engagement methods.



Large Scale Community Stakeholder Sessions

Large scale groups build momentum and stakeholder and ecosystem enthusiasm for the planning process.



Focus Groups and Planning Workshops

Targeted focus group sessions and customized vision workshops deliver invaluable qualitative and quantitative community stakeholder engagement insights.



Simulation Learning *Future Game*®

The Future Game is a planning simulation tool provides community stakeholders with a dynamic gaming experience rewarding collaboration, innovation, and teamwork.

3.3 Data Driven Methodology

Future iQ specializes in sophisticated data collection and analysis. Using our innovative Future iQ Lab Portal, survey data collected from a wide range of cohorts will be presented in a way that allows Park City's community stakeholders to see how their personal input helps shape the overall vision and action planning.



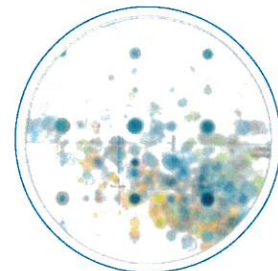
Community Stakeholder Surveys

Comprehensive stakeholder data, presented in a transparent and interactive manner, can help build rapid alignment around key points of consensus. This enables organizational leadership to make decisions and planning actions that are defensible and supported by the voices of all stakeholders.



Best Practices Benchmarking

Multi-dimensional benchmark analyses of cohort communities provide valuable insight to clients.



Data Visualization

Survey results are collected and presented in an innovative and interactive data visualization platform. This allows community stakeholders to examine the data collected from surveys themselves, explore levels of alignment or divergence around key topics, and selectively filter to view perspectives from their own sector, or other profile category.



Lab Portal

A customized Lab Portal gives clients a centralized location for project information, engagement dates, reports, and survey result data visualization.



Data Insights

Key data insights and analysis throughout the visioning process provide clients a glimpse into community sentiment and priorities.



Future Insight

Future insight and trend analysis during strategy development give clients the opportunity to consider the impacts and implications of future trends on current local planning.

4.0 Budget

Future iQ operates on a fixed-price delivery. The fees below include all travel and accommodation costs and overheads for the Project Director and staff. Future iQ assumes that Park City will provide venues for engagement sessions and presentations, as required.

Key Phases	Key Components	Cost
Phase 1: Development and Presentation of Project Plan	- Initial meetings, calls and interviews - Develop detailed project plan and schedule - Background research / Review of existing plans and documents - Assist City staff in organizing and facilitating project advisory committee	\$1,000 \$500 \$2,000 \$500
Phase 2: Implementation: Future Scenarios	- Weekly status call or meeting; monthly status report for Council - Pre-think tank surveys on community views - Park City Future Think Tank workshop - Scenarios of the Future Report - Community Stakeholder Engagement; Community workshops, focus groups, interviews, city events (18-22) - Data collection – Community Stakeholder surveys - Data visualization platform	\$1,500 \$1,500 \$10,000 \$4,000 \$20,000 \$2,000 \$1,500
Phase 3: Synthesize and Analyze Results	- Data analysis; Community Stakeholder Engagement Summary - Reconvene original Park City Future Think Tank Workshop Group - Statement of Community Ideals and Core Values / Initiatives and prioritization matrix - Incorporate input and finalize Park City Community Vision and Action Plan	\$2,000 \$5,000 \$500 \$5,000
Phase 4: Park City Community Vision and Action Plan Presentations	- Creation of graphic that represents Community Vision, Ideals and Core Values - Presentation of Park City Community Vision and Action Plan to City Council - Presentation of Park City Community Vision and Action Plan to community	\$1,500 \$750 \$750
Total Fees & Expenses	FIXED PRICE PROPOSAL	\$60,000

Agreed-upon payment schedule:

- 50% on signing of contract
- 50% at the completion of project

5.0 Statement of Qualifications

5.1 Bio

The client-facing Future iQ team members presented in this proposal have significant experience working on visioning and strategic planning projects. Additional team members will work on specialized areas of the project such as data translation services. We recognize that this project requires significant periods for intensive workloads and our team availability will allow sufficient team resources to be deployed, both on-site and for data analysis and report preparation. The proposed team members are an experienced and reliable team, with a complementary mix of required skills in:

- Highly developed critical thinking capacity in the areas of visioning and strategic planning, organization design, and collaboration building
- Detailed practical experience in research, stakeholder engagement, economic and data analysis and data visualization
- Project management and stakeholder workshop facilitation, including extensive experience in visioning, economic and workforce development, industry cluster development, economic analysis and impacts research

All team members are confirmed to be available for the time frames and delivery as outlined in this response and will be directly accountable to Project Director David Beurle, CEO, Future iQ. For complete Team Resumes, please see **Appendix B**.

5.2 References

Below are three recent similar project contacts that may be used as references for this project. All are aware that they may be contacted as references for Future iQ. Additional references may be provided as needed.

Town of Hilton Head Island, South Carolina (2016-2018)	Jennifer Ray, ASLA Planning and Special Projects Manager Town of Hilton Head Island One Town Center Court, Hilton Head Island, SC Tel: 843-341-4665 Email: jenniferr@hiltonheadislandsc.gov
City of Edina, MN, Vision Edina (2014-15); Nodes and Modes Bridging (2017)	Scott Neal, City Manager City of Edina 4801 W. 50 th Street, Edina, MN 55424 Tel: 952-826-0401 Email: sneal@edinamn.gov
Wayzata 2040 Community Vision, Minnesota (2017-2018)	Jeffrey Dahl, City Manager City of Wayzata 600 Rice Street East, Wayzata, MN 55391 Tel: 952-404-5300 Email: jdahl@wayzata.org

6.0 Appendix A : Detailed Project Descriptions

Following are the detailed project descriptions from Relevant Project Experience Section 1.2.

- **City of Coppell, TX, Community Visioning and Strategic Plan (2018-present).** The City of Coppell recently engaged Future iQ to develop the Coppell 20Next Plan involving both visioning and a new strategic plan for the City. The project will last approximately 11 months, and will involve a Benchmark Analysis, Think Tank, extensive community and stakeholder engagement, data collection, analysis and visualization, as well as a strategic plan with a roadmap and key measures for success. <https://future-iq.com/project/coppell-vision-2040-usa-2018/>
- **Town of Hilton Head Island, SC, Community Vision and Strategic Action Plan (2016-2018).** Future iQ was engaged to create a long-term comprehensive community vision and strategic action plan that will guide the community of Hilton Head Island for the next 10-20 years. The island has a highly-developed tourism industry as well as significant historical significance involving unique cultural groups that must be balanced in the development of the community vision. This project involved extensive community engagement, stakeholder interviews, community surveys, data visualization and analysis, the development of a communications plan and Brand, as well as a strategic roadmap for the vision once created. <http://future-iq.com/project/hilton-head-island-south-carolina-usa-2016-17/>
- **City of Edina, MN, Community Visioning and Comp Plan Bridging (2014-2015).** Future iQ was contracted by the City of Edina to design and facilitate the Vision Edina initiative to develop a scenario-based strategic vision framework for the city's future. From a strategic planning perspective, Vision Edina examined the challenges and opportunities that were identified as having the highest priority within the community. These included the community's stated desired features to be inclusive and connected; to maintain a "build-to-scale" development perspective; to pursue sustainable environment policies; to remain and build its status as being a community of learning; and to be future-oriented in its planning initiatives. These strategic focus areas represent key priorities and drivers that were determined during the scenario planning process and highlighted within Edina's two overarching areas of concern: "Balancing Edina's Redevelopment" and "Enhancing Community Fabric and Character". <http://future-iq.com/projects/vision-edina/>
- **City of San Diego, CA – Department of Defense Economic Planning Project (2016-present)** Future iQ has been contracted by the City of San Diego, as part of a Department of Defense, Office of Economic Adjustment funded project. This area is home to the largest concentration of military assets in the world. The Future iQ work includes network mapping, economic data collection and analysis, scenario planning and visioning, stakeholder engagement and the delivery of Diversification Plans to facilitate the defense sector workforce adjustment and retraining. <http://future-iq.com/project/city-san-diego-california-usa-2016-17/>
- **City of Wayzata, MN, Community Visioning (2017-2018).** Future iQ was contracted by the City of Wayzata to develop a new Community Vision that builds on its recent Lake Effect project and creates clear city-wide priorities for the future. The visioning process will

involve extensive community engagement and a scenario-based planning methodology that will help the community look forward to the year 2040. The intent is for the resulting vision and priorities to be innovative, inclusive and sustainable and to provide a roadmap to guide and inform Wayzata's upcoming comprehensive planning process. <http://future-iq.com/project/city-wayzata-minnesota-usa-2017/>

- **Tillamook County, OR, Strategic Vision and Action Plan (2018-present).** Future iQ has been contracted to lead the county in the development of a strategic vision for how to manage tourism from a facilities perspective. The goal is to develop evaluation criteria that will inform tourism-related facility investments and guide grant program investments with the purpose of applying resources to identified priority projects that support the overall Strategic Vision. The project will involve a situational analysis, Think Tank, stakeholder engagement and data analysis resulting in a Strategic Vision and Action Plan.
- **McHenry County College, IL, Strategic Visioning and Foresight (2018).** McHenry County College is embarking on an examination of the county ecosystem to help inform the College as it prepares for an internal strategic planning effort. Future iQ has been engaged to provide strategic visioning and planning guidance that will position the College as a 'thought-leader' in the community and produce a strategic foresight document that would examine future evolution in the County. <https://future-iq.com/project/mchenry-county-college-crystal-lake-illinois-2018/>
- **Allen County, OH (2015 and 2016-2017).** Future iQ was contracted to design and lead the US Department of Defense, Office of Economic Adjustment funded Phases 1 and 2 of this project. The project involved scenario planning and stakeholder engagement, detailed network mapping, a regional asset inventory, customized research and extensive organizational facilitation and a strategic action plan for the County. Phase 2 also included a comprehensive gap analysis of the region, an analysis of local product innovation opportunities and needs, detailed economic and workforce planning and modeling, collaborative action planning, stakeholder engagement and updated network mapping. The project produced a regional collaborative growth plan. <http://future-iq.com/project/greater-lima-region-2016/>
- **B.E.S.T. of Waseca County, Minnesota (2016-2018).** In collaboration with the firm of LHB, Future iQ was engaged by the Waseca Business and Entrepreneurial Support Team (B.E.S.T.) to facilitate the development of a common vision, strategic plan and action plan for Waseca County, City and area organizations. The project involved a Benchmark Analysis, communications plan, extensive community engagement and data collection and visualization. The resulting vision, strategic action plan provided cohesion to community action as well as a unified voice for where the community needs to invest its resources. <http://future-iq.com/project/waseca-county-minnesota-usa-2017/>
- **Rural Community Assistance Partnership, Washington, D.C. (2018-present).** Future iQ has been contracted to lead the development of a comprehensive organizational strategic action plan that will bring a more holistic approach to assisting rural communities through expanded economic development opportunities for the Rural Community Assistance Partnership (RCAP). The project will involve a Benchmark Analysis, visioning and nationwide stakeholder engagement, and the production of a three-year strategic plan that details and

prioritizes opportunities and challenges in a strategic roadmap. <http://future-iq.com/project/rural-community-assistance-partnership-washington-d-c-usa-2018/>

- **National Association of Development Associations, Washington, D.C. (2018).** Future iQ has been engaged to provide strategic visioning and planning guidance that will serve to strengthen and build existing nationwide capacity of the organization as well as provide a roadmap to new opportunities for growth in the future. The new Strategic Plan will aim to drive organization-wide consensus on collaborative strategic initiatives that will guide decision-making for NADO and the NADO Research Foundation for the next five years. . <https://future-iq.com/project/national-association-development-organizations-nado-nado-research-foundation/>
- **Edina Chamber of Commerce Medical/Wellness Destination Strategic Marketing Plan, Edina, MN (2018-present).** Future iQ has been engaged to support the Edina Chamber of Commerce's strategic plan development by creating a roadmap to develop an innovative, vibrant, regional medical/wellbeing destination in Edina. The project will involve significant research on centers of excellence, innovation hub potential, and educational opportunities for the community. The resulting roadmap will produce recommendations for implementation of the destination strategic marketing plan. <https://future-iq.com/project/medical-well-destination-strategic-marketing-plan-edina-minnesota-2018/>
- **New Hampshire Aerospace and Defense Export Consortium, NH (2017-2018).** Future iQ was contracted by the State of New Hampshire to develop a five-year strategic action plan for the New Hampshire Aerospace and Defense Export Consortium (NHADEC). Funding was provided by the Department of Defense, Office of Economic Adjustment. The work included scenario planning and visioning, stakeholder engagement and the production of a long-term strategic document that details and prioritizes opportunities and challenges that affect NHADEC's interests and capabilities. <http://future-iq.com/project/aerospace-defense-export-consortium-strategy-development-new-hampshire-usa-2017/>
- **Community Action Partnership of Hennepin County, MN (2017).** Future iQ was contracted to lead the development of a comprehensive organizational Strategic Plan to establish services, programs and partnerships to address poverty and increase family and economic stability within Hennepin County communities. The project involved scenario planning and stakeholder engagement, research analysis and the production of an Implementation Action Plan as part of the final Strategic Plan. <http://future-iq.com/project/community-action-partnership-hennepin-county-minnesota-usa-2017/>
- **Future of Midwest Agriculture, University of Minnesota, MN (2016-present).** Future iQ is working on a collaborative research project with the University of Minnesota to explore the 'Future of Midwest Agriculture', including the sustainable intensification of Midwest agriculture through the use of scenario planning. Anticipated outcomes include a more in-depth understanding of plausible futures for U.S. Midwest agriculture and how the role of these narratives promote cooperation and innovation in the industry, as well as the development of a broad vision and strategic plan for a new agricultural bio-economy in the Midwest. <http://future-iq.com/project/u-s-midwest-agriculture-scenarios-future-2016-17/>
- **Moosehead Lake Regional Master Plan, Maine (2016-2017).** Future iQ was engaged to create a comprehensive regional master plan for the Moosehead Lake region of Maine. The

project involves asset mapping of the region's physical, financial and political capital to inform recommendations for regional land use and infrastructural improvements. This project focused on workforce development, economic diversification, recreational tourism development, guiding visitor flow patterns and building a year-round tourism economy.

<http://future-iq.com/project/moosehead-lake-region-maine-usa-2016-17/>

- **Middle Georgia Regional Planning, GA (2018-present).** Future iQ is contracted by the Georgia Department of Economic Development (GDECD) to produce an innovative strategic roadmap and regional Plan for Action that will build economic resiliency and guide the region's stakeholders well into the future. The Plan for Action will be used by Middle Georgia communities and companies in the region to guide and inform leadership and stakeholders of the array of development opportunities available to them. The project will include extensive community engagement, charrettes, network mapping, data collection and visualization and the production of a final report. <http://future-iq.com/project/middle-georgia-economic-alliance-usa-2018/>
- **Global Think Tanks at Windsor Castle, U.K. (2012 and December 2018).** In 2012, Future iQ hosted a global Think Tank forum at Windsor Castle on 'Building Sustainable Regional Communities.' The event explored a series of key questions critical to building the future of regional economies and communities. Future iQ will host an additional global Think Tank at Windsor Castle in December 2018 to explore 'The Future of Urban Living'. Global experts from around the world will gather at the 2018 Think Tank to discuss and debate future trend and impacts on urban living worldwide. <http://future-iq.com/project/global-think-tank-windsor-castle/>
- **Oshkosh Regional Planning Initiative, Wisconsin (2014-16).** Future iQ was contracted to design and lead a 5-county regional planning effort as part of the economic and workforce diversification and response strategy, funded by the US Department of Defense, Office of Economic Adjustment. This region is home to Oshkosh Corporation, a major defense contractor, and supports a strong manufacturing sector. <http://future-iq.com/project/fox-valley-wisconsin/>
- **Snohomish County, WA (2017-present).** Future iQ was contracted to conduct the first and second phases of this project. Building off the 2018-2022 Snohomish Strategic Tourism Plan, Future iQ will perform background research, including online regional industry participant surveys to gauge perceptions about the future of tourism in each region, areas of opportunity and threat, changes occurring and the appetite for change and sensitivity to a range of future shaping trends. The project will involve extensive community engagement, regional Think Tanks, and production of tourism marketing roadmaps for each regional area. <http://future-iq.com/project/snohomish-county-regional-destination-development-washington-usa/>
- **Travel Oregon, Oregon (2016-present).** Travel Oregon embarked on a regional tourism planning process and over the past two years contracted with Future iQ to assist with the development of a regional tourism planning framework, connecting regional plans together and linking them to the overall Travel Oregon strategic plan. This included stakeholder planning and visioning sessions in all 7 major regions across Oregon. The results of this project produced a strategic vision and action plan for each region in relation to the overall planning framework. <http://future-iq.com/project/oregon-regional-tourism-planning-usa/>

- **Maine Woods Tourism Development, ME (2017-2018).** Future iQ is currently working with a consortium of organizations to explore the tourism and economic development potential in the Maine Woods area. This project covers most of Maine, and includes 7 identified regional areas, primarily to the west of the coastline. The work includes exploring the potential economic impact of tourism, and research on important emergent trends shaping outdoor and recreation tourism sectors. <http://future-iq.com/project/maine-woods-usa-2018/>
- **Texarkana, Texas (2015).** Precipitated by concerns regarding workforce alignment and the future of the Red River Army Depot (RRAD), Future iQ was contracted by Workforce Solutions Northeast Texas to develop a Strategic Implementation Plan, and help move the process from strategy to action with accompanying recommendations. The process resulted in a strategic implementation plan focused on workforce retention and economic growth for the region surrounding RRAD. <http://future-iq.com/project/texarkana-defense-project-texas-usa/>
- **Province of Alberta, Canada (2009-2014).** Future iQ worked with the Government of Alberta on a range of transformational projects including regional planning, developing, and facilitating the development of the Small Business Strategy, Research and Facilitation publications and Regional Workshops as part of the Service Provider Network for the Province. <http://future-iq.com/project/regional-and-economic-development-in-alberta/>
- **North Tyrrhenian Sea Mediterranean Ports Project, Italy/France (2015).** The ongoing goal of the EU Programme Maritime is to improve cooperation between border areas in terms of accessibility, innovation, enhancement of natural and cultural resources and integration of resources and services to increase regional competitiveness. Future iQ was contracted to implement a future orientated scenario-planning methodology with broad cross-sectional representatives from the various port cities within four large sub-regions (Italian Riviera, Tuscany Coast, Sardinia, Corsica) producing individual planning reports for each of the four regions of study. The four studies were compiled in a Joint Analysis Report and presented as part of the Strategic Plan of the port cities of the North Tyrrhenian Sea. <http://future-iq.com/project/mediterranean-sea-ports-project/>
- **Edina Chamber of Commerce Economic Development Strategy, Minnesota (2016-2017).** Future iQ was engaged by the Edina Chamber of Commerce to develop a new economic development strategy that it could use over the next ten years. This research produced a complete economic profile and industry cluster analysis of Edina, a stakeholder engagement analysis, and a recommended economic development strategy and implementation plan covering the next 1, 5 and 10 years. <http://future-iq.com/project/economic-development-plan-edina-minnesota/>
- **National Congress of American Indians, Washington, DC (2016-present).** Future iQ has been engaged to produce of a unique version of the Future Game built around the interface and engagement between researchers and Native American communities and leaders. <http://future-iq.com/project/national-congress-american-indians-usa-2016/>

7.0 Appendix B : Team Résumés

7.1 Project Director, David Beurle, CEO, Future iQ

RÉSUMÉ



DAVID BEURLE

david@future-iq.com

EDUCATION

Bachelor Degree in Agricultural Science,
University of Sydney, 1984

EMPLOYMENT

Founder and CEO Future iQ, USA and
Europe, 2003 – Present

Principal Adviser, Minister for Primary
Industries, Western Australia, 1991 – 2000

Rangeland Scientist, Western Australian
Department of Agriculture, 1985-1991

PHILANTHROPIC WORK

Board Director, Western Australian
Community Foundation, 2003-2005

future→iQ
Create Future Intelligence™

www.future-iq.com

DAVID BEURLE, B.Sc. AGR

C.E.O. FUTURE IQ

As founder and CEO of Future iQ, David is an expert in creating future planning approaches for use in regional, industry and organizational settings. He has pioneered the application of scenario planning with regions, regional industries and corporations around the world. David created the Future Game, a widely used planning and workshop tool that has been used in over 500 workshops across 10 countries. As CEO of Future iQ, David has led global projects across 4 continents and has written and contributed to a number of foresight papers. Having worked in the field of organizational and regional economic and community planning for over 20 years, his work has won numerous awards. David has a major role in Future iQ projects as lead consultant and director of projects.

RECENT PROJECT EXPERIENCE

- Middle Georgia Regional Defense Industry Economic Diversification Project 2017 - 2018
- City of Coppell, Texas, Community Visioning 2018 - 2019
- Snohomish County, Washington, Tourism Implementation Plan 2017 - 2018
- Maine Woods, Tourism Impact Study 2017 - 2018
- City of San Diego Defense Industry Economic Development Plan, California, US, 2016 - 2018
- North Coast, Oregon, Tourism Destination Management, 2018 - 2019
- Hilton Head Island, South Carolina, Community Visioning project, 2016 - 2017
- Task Force LIMA Defense Initiative, Ohio, US, 2015 - 2017
- National Congress of American Indians, Future Game development, 2016 - 2018
- City of Wayzata, Minnesota, US, Community Visioning 2017 - 2018
- Moosehead Lake Regional Master Plan, Maine, US, 2016 - 2017
- Edina Economic Development Plan, Minnesota, US, 2016
- Oregon Regional Tourism Planning US, 2015 - 2016
- Columbia River Gorge, Oregon, US, 2015 - 2016
- Griffith Foods Scenario Planning Chicago, US, 2016
- Mediterranean PORTS EU Projects Italy/France, 2015
- Fox Valley Defense Industry Adjustment, Wisconsin, US, 2014 - 2015
- Texarkana Defense Project, Texas, US, 2015
- Vision Edina, Minneapolis, US, 2014 - 2015
- Australian Grain Research and Development Corporation, Western Australia, 2008 - 2015
- Vadinia Project, Leon, Northern Spain, 2014
- Agriparco Montespertoli, Tuscany, Italy, 2014
- Govt. of Alberta Small Business Strategy, Canada, 2013
- Steering it Forward North East Nevada, US, 2013
- Mount Pierre Project, Australia, 2013
- Kewaunee Economic Adjustment Project, Wisconsin, US, 2013
- Global Think Tank, Windsor Castle, UK, 2012
- Future West Cork, Ireland, 2009 - 2012
- Palliser Futures Project, Alberta, Canada, 2009
- Winnemucca Futures Project Nevada, US, 2009

RECENT PUBLICATIONS

- Future of Tourism, 2018
- The Next Industrial Revolution, 2018
- The Future of Midwest Agriculture, 2017 - 2018
- The Future of Manufacturing, 2016
- The Future of Food, 2016
- Economics of Collaboration, 2015
- Cities of the Future, 2015
- Building Sustainable Regional Communities, Windsor Castle, UK, 2012
- The Futures Game: A Scenario game Workshop Package to Engage Future Thinking, 2009
- Development of a Process to Turn Plausible Scenarios into On-Ground Action, 2009

KEYNOTE PRESENTATIONS

- McHenry County Community College, Future Planning Think Tank, June 2018
- National Association of Development Organizations, Think Tank, La Jolla California, US June 2018
- Scottish International Business Week, Edinburgh, Scotland, Sept 2018
- 22nd Annual Recycling Association of Minnesota (RAM) / Solid Waste Association of North America (SWANA) Conference & Show, Keynote Speaker (October 2017)
- Future of Southern Minnesota, Community Vitality Summits (with Congressman Tim Waltz) April 2018
- Aggregate & Ready Mix Association of Minnesota (ARM) Annual Convention, Minneapolis, USA (November 2017)
- National Congress of American Indians - customised Future Game (October 2017)
- Travel Oregon, Rural Tourism Studio, Klamath Basin, Oregon, USA (October 2017)
- Future of Midwest Agriculture - 2-day think-tank workshop developing scenarios for the future (June 2017)
- Hilton Head Island, South Carolina, USA - Community visioning think-tank and workshops (June 2017)
- RK Mellon Foundation, Pittsburgh, USA - presentation to Board of Trustees (June 2017)
- American Defence Communities Conference - Washington DC, Future of Defence Workforce (June 2017)
- National Association of Workforce Development Professionals, New Orleans, USA (May 2017)
- Aerospace and Aviation Forum - San Diego USA (May 2017)
- Future of Food - International Restaurant Leadership Conference (in collaboration with Griffith Foods), Dubai (October 2016)
- North Tyrrhanean Sea - European Union Port Project, Italy and France (February 2015)
- St George's House, Windsor Castle, UK - Building Sustainable Regional Communities (2012)

7.2 Heather Branigin, Vice President, Foresight Research

RÉSUMÉ



EDUCATION

Master of Arts in Teaching
Secondary Level, Social Studies
University of St. Thomas, MN

Bachelor of Arts in Political Science/
International Relations
Advanced Language Certificate: French Literature
Carleton College, MN

Honours Degree, Neuchâtel Jr. College
Neuchâtel, Switzerland

EMPLOYMENT

City of Edina
Edina, MN, 2013-2016

National Collegiate Conference Association -
National Model United Nations
Minneapolis, MN, 2010-2013

United Nations Association of Minnesota
St. Paul, MN, 2007-2010

COMMISSION

Notary Public Commission, Exp. January 2019

PHILANTHROPIC WORK

Volunteer Judge, Future City Competition, MN,
2017-present

Advisory Council Member, United Nations
Association of MN, 2014-present

Co-President (2011-2013) and Board Member
(2010, 2014), United Nations Association of MN



www.future-iq.com

HEATHER BRANIGIN, B.A., M.A.T.

VICE PRESIDENT, FORESIGHT RESEARCH

Heather began work with Future iQ in 2015 as primary researcher and author of Future iQ's foresight publication *The Future of Food*, and recently co-authored *The Next Industrial Revolution*. She has extensive experience in local government and the nonprofit sector, and is an accomplished project manager and research analyst. Heather has a well-developed ability to assimilate information into thoughtful and coherent writing. She applies the integration of future trends, data analysis and public engagement into implementable strategy development for clients. Through her work, Heather seeks to provide that critical resourceful guidance needed to empower communities and organizations to make decisions that build sustainability and resiliency as they face a future of accelerations and change in all areas of life. Originally from Canada, Heather grew up in a bilingual French immersion setting until moving to the United States where she also studied Spanish. She has pursued her international interests through her philanthropic work with the United Nations Association of Minnesota.

RECENT PROJECT EXPERIENCE

- National Association of Development Organizations, Washington, D.C., 2018-Present
- Edina Nodes and Modes Bridging Sessions, Edina, MN 2017
- Coppell Vision 2040, Coppell, TX, 2018-Present
- Scott County Visioning and Scenario Planning, MN, 2017
- Snohomish County Regional Tourism Destination Development, WA, 2018-Present
- Community Action Partnership of Hennepin County, St. Louis Park, MN 2017
- McHenry County College, Crystal Lake, IL, 2018
- The Greater Lima Region, Allen County, OH 2016-2017
- City of San Diego, OEA Grant Facilitation, San Diego, CA, 2016-Present
- University of Minnesota, Future of Midwest Agriculture, MN, 2016-2017
- Rural Community Assistance Partnership, Washington, D.C., 2018
- Town of Hilton Head Island Visioning, SC, 2016-2017
- Wayzata Community Vision, Wayzata, MN 2017-2018
- Economic Development Strategy, Edina Chamber of Commerce, MN, 2016-2017
- New Hampshire Aerospace and Defense Export Consortium, NH, 2017-2018
- Vision Edina, Edina, MN, 2014-2015
- Waseca Vision 2030, Waseca, MN, 2017-2018

RELEVANT PUBLICATIONS

- The Future of Tourism - The Maine Woods, FiQ Foresight Report, 2018
- Scott County 2040 Vision Update, Scott County Solid Waste Management Scenario-Based Planning Report, SWMD Scenario-Based Planning Report, Scott County, MN, 2017
- NADO Scenario-Based Think Tank Report, Washington, DC, 2018
- CAP-HC Scenario-Based Think Tank Report, Hennepin County, MN 2017
- McHenry County College Strategic Foresight Session Report, Crystal Lake, IL, 2018
- Propel San Diego Scenario-Based Think Tank Report, San Diego, CA, 2017
- The Next Industrial Revolution, FiQ Foresight Report, 2018
- Economic Development Strategy, and Stakeholder Engagement Analysis Reports, Edina Chamber of Commerce, MN, 2017
- NHADEC Strategic Action Plan, NHADEC Strategic Planning Think Tank Report, Concord, NH, 2017-2018
- An Innovation Framework for the Greater Lima Region, Allen County, OH 2016
- Waseca Vision 2030 Community Vision and Strategic Action Plan, Waseca Vision 2030 Scenario-Based Think Tank Report, Waseca, MN 2017-2018
- Industry Cluster and Economic Impact Analysis, Edina, MN 2016
- The Future of Food, FiQ Foresight Report, 2016

HEATHER BRANIGIN

heather@future-iq.com

7.3 Marc Rassel, Creative Director

RÉSUMÉ



EDUCATION

Bachelor of Fine Arts, Graphic Design,
University of Wisconsin-Stout, 2007
Wisconsin State Certificate,
Printing and Publishing, Fox Valley
Technical College, 2002

EMPLOYMENT AND ASSOCIATIONS

Creative Director, Future iQ,
2012 - Present

Owner and Creative Director,
Align Multimedia, 2012 - Present

Creative Director - Print Advertising,
Menard, Inc., 2007 - 2011

Board of Directors, Rifle Farmers Market,
Rifle, Colorado, 2014 - 2018



MARC RASSEL, *BFA GRAPHIC DESIGN* CREATIVE DIRECTOR

Marc is an accomplished design and marketing professional who has worked across many different industry verticals over the past 15 years and brings a multidisciplinary approach to design and marketing. He co-founded Align Multimedia in 2012 and has served as its Creative Director since the company started. He has helped numerous organizations grow and expand their reach with multi-channel marketing across traditional, digital, and emerging media. With an academic background in graphic design and psychology, he has studied the relationships between design and human behavior, which has allowed him to develop a keen sense of how design can influence and often create a desired reaction. With over 15 years of experience in the advertising and printing industries, Marc has worked in nearly all areas from concept and planning through production and delivery to help organizations realize increased efficiencies in production and enhanced brand perception.

RECENT PROJECT EXPERIENCE

- National Congress of American Indians, Future Game development, 2016-18
- The Next Industrial Revolution, 2017
- Greater Lima Region Stakeholder Eco-System Analysis, 2017
- Edina Industry Cluster and Economic Impact Analysis, 2017
- Economic Development in Edina Stakeholder Engagement Analysis, 2017
- Global Food Industry Scenarios of the Future Stakeholder Survey Report, 2017
- An Innovation Framework for the Greater Lima Region, 2016
- The Future of Manufacturing, 2016
- The Future of Food, 2016
- Griffith Foods, Chicago, USA, 2016
- Task Force LIMA, Ohio, USA, 2015-16
- Nebraska Views of the Future, USA, 2015-2016
- Vision Edina, Minnesota, USA, 2014-2015
- Agriparco Montespertoli, Tuscany, Italy, 2014
- Texarkana Defense Project, Texas, USA, 2015
- Economics of Collaboration, 2015
- Mediterranean Sea - Ports Project, Italy/France, 2015
- Global Think Tank, Windsor Castle, UK, 2012
- Fox Valley, Wisconsin, USA, 2014-2015
- Cities of the Future, 2014-2015
- Kewaunee Regional Planning, Wisconsin, USA, 2013
- Mountains of Leon, Northern Spain, 2014
- Mount Pierre Station, Western Australia, 2013
- Steering it Forward, Nevada, USA, 2011-2012
- The Future Game - Corporate Edition, 2012 - 2016
- The Netherlands Study Tour, 2012
- Volunteer Alberta Network Mapping, Alberta, Canada, 2014
- Savoir Project, Italy/France, 2015
- Future Makers, 2012-2015

MARC RASSEL

marc@future-iq.com

7.4 Celine Beurle, COO

RÉSUMÉ



EDUCATION

Masters Degree in Sociology
University College Cork, 1998

B.A. Hons Degree in Sociology/Philosophy
University College Cork, 1996

B.A. Hons Degree Sociology
University of Warwick, 1995

EMPLOYMENT

C.O.O. Future iQ
USA and Europe, 2012 – Present

Managing Director Future iQ Europe, Ltd
Europe, 2012 – Present

Manager, Govt. Employment Service
Ireland, 2003 – 2012

Animal Welfare Policy Chair
Green Party Ireland, 2003 – 2009

future→iQ
Create Future Intelligence™

www.future-iq.com

CELINE BEURLE, B.A., M.A.

C.O.O. FUTURE IQ

With an academic background in Sociology and Philosophy, Celine is passionate about understanding society and this has led to her ongoing interest in pursuing societal change. She has drawn upon her research background, to write policy and scientific papers. She was sole Policy writer for a key area, for one of the main political parties in Ireland, and was successful in having it subsequently included in the national policy platform, when the party went into government. With a background in running companies and projects, Celine brings many years of experience in both leading and expanding a company. As Chief Operating Officer of Future iQ, Celine has expanded the geographical reach of the company to encompass South America, Italy, Spain and the United Kingdom. This role also involves working with the CEO on the strategic direction of Future iQ and communications within the company. Celine is also Managing Director of the European branch of Future iQ. She works on projects both in a project management role and with regards to the communication planning of all projects.

RECENT PROJECT EXPERIENCE

- Middle Georgia Charrette and Regional Planning Initiative, Georgia, USA, 2018
- Coppel Vision 2040, Texas, USA, 2018
- Hilton Head Island Visioning, South Carolina, US, 2017
- La Laguna Regional Planning, Tenerife, Spain, 2017
- Greater Lima Region, Ohio, US 2016-2017
- Griffith Foods Planning Project, Chicago, US, 2016
- Task Force LIMA Defense Initiative Ohio, US, 2015 – 2017
- Edina Economic Development Plan Minnesota, US, 2016
- Oregon Regional Tourism Planning, US, 2015-2016
- Columbia River Gorge, Oregon, US, 2015-2016
- Griffith Foods Scenario Planning Chicago, US, 2016
- Mediterranean PORTS EU Projects Italy/France, 2015
- Fox Valley Defense Industry Adjustment, Wisconsin, US, 2014-2015
- Vision Edina, Minneapolis, US, 2014- 2015
- Australian Grain Research and Development Corporation, Western Australia, 2008-2015
- Vadinia Project, Leon, Northern Spain, 2014
- Agriparco Montespertoli, Tuscany, Italy, 2014
- Govt. of Alberta Small Business Strategy Canada, 2013
- Global Think Tank, Windsor Castle, UK, 2012

RELEVANT PUBLICATIONS

- Vision 2040 Think Tank Report, 2018
- Middle Georgia Charette and Regional Planning Think Tank Report, 2018
- The Next Industrial Revolution, 2017
- Future iQ Project Communication Plan - Framework and Approach, 2017
- Greater Lima Region Stakeholder Ecosystem Analysis, 2017
- Economic Development in Edina Stakeholder Analysis, 2017
- Griffith Foods Stakeholder Analysis Report, 2017
- An Exploration of Focus Group Methodology, 2016
- The Future of Food, 2016
- Grains Industry Network Mapping Report, 2015
- Green Party Animal Welfare Policy and Research Paper, 2009

CELINE BEURLE

celine@future-iq.com

7.5 Walter R. Paixao-Cortes, Data Engineer

RÉSUMÉ



EDUCATION

Doctorate in Computer Science (Bioinformatics/
Natural Language Processing)
Pontifical Catholic University of Rio Grande do
Sul, 2015 to present

Masters Degree in Computer Science
(Bioinformatics)
Pontifical Catholic University of Rio Grande do
Sul 2013 – 2015

Bachelors Degree in Computer Science
Pontifical Catholic University of Rio Grande do
Sul, 1995 – 2002

EMPLOYMENT

Data Engineer – Future IQ (2017 – present)

Senior Software Engineer – Dell Computers,
Brazil (2000 – present)

Software Engineer – Accenture, Brazil (2003 –
2005)

WALTER R. PAIXÃO-CÔRTEZ, MA, BA

DATA ENGINEER, FUTURE IQ

Walter is a senior software engineer with 24 years of experience in the software development industry, working across different domains including Human Resources, Finance and Product Engineering. He has expertise in data analysis, creating ETL pipelines, building data visualizations in many different technologies (SAP Business Objects, Oracle BI Enterprise Edition, QlikView and Tableau), and has experience in working with high data volumes to extract insights. Walter has an academic background in Computer Science with a Masters in Bioinformatics, and a Doctorate (in progress) in Bioinformatics with a minor in Natural Language Processing.

RECENT PROJECT EXPERIENCE

- Snohomish County Regional Tourism Destination Development, WA. 2018
- McHenry County College, Crystal Lake, IL. 2018
- Middle Georgia Charrette and Regional Planning, Georgia. 2018
- Coppell Vision 2040, Coppell, Texas. 2018
- Rural Community Assistance Partnership, Washington D.C. 2018
- Wayzata Community Vision, Wayzata, MN. 2017-2018
- Hilton Head Island Our Future, South Carolina. 2017-2018

WALTER R. PAIXÃO-CÔRTEZ

walter@future-iq.com

7.6 Tobiloba Adaramati, Data Analyst

RÉSUMÉ



EDUCATION

B.Tech. (First Class) Degree in
Mathematics Education

Federal University of Technology, Minna, 2015

N.C.E Degree in Computer and Mathematics

Federal College of Education (Technical),
Akoka, 2011

EMPLOYMENT

Data Analyst, Future iQ

USA and Europe, 2017 – Present

Results Measurement Expert, JMSF
Agribusiness, Nigeria, 2018 – Present

CEO, Growth Analytics Consulting
Nigeria, 2017 – Present

Monitoring and Evaluation Analyst,
Solina Group, Nigeria, 2016 – 2017

Research Analyst, Solina Group
Nigeria, 2015 – 2016

TOBILOBA ADARAMATI, B. TECH. (EDU)

DATA ANALYST

Tobiloba Adaramati is a mathematician who sees the beauty in data. She is an expert in data processing, opinion mining, sentiment and reputation analysis. Through her unique perspective, Tobiloba sees each data point as a unique part of a puzzle which put together correctly, creates a clear picture. She uses various forms of data to provide valuable insights and reveal underlying trends. Her background includes a first-class degree in mathematics and experience providing monitoring and evaluation services for international development programs. Tobiloba has worked with Future iQ since 2017, providing data and analytics expertise.

RECENT PROJECT EXPERIENCE

- Coppel Vision 2040 Project, Texas, US, 2018
- Wayzata 2040, Sailing Ahead, Minnesota, US, 2017

RELEVANT PUBLICATIONS

- Wayzata Benchmark Analysis Report, 2017

TOBILOBA ADARAMATI

tobiloba@future-iq.com

City Council Staff Report



PLANNING DEPARTMENT

Subject: Land Management Code (LMC)
Amendments to LMC Sections 15-2.1-6, 15-2.2-3, 15-2.2-6, 15-2.3-4, and 15-2.3-7

Author: Laura Newberry, Planner I

Application: PL-18-03895

Date: January 29, 2019

Type of Item: Legislative – LMC Amendments

Summary Recommendation

Staff recommends the City Council review the proposed LMC amendments, open a public hearing and approve the Land Management Code (LMC) amendments to LMC Sections 15-2.1-6, 15-2.2-3, 15-2.2-6, 15-2.3-4, and 15-2.3-7 as outlined in the Draft Ordinance. This report is prepared as a result of the City Council direction of January 15, 2019. The recommendations include the reduction of approval actions (not criteria) for development on Steep Slopes in the Historic residential districts by making the review administrative as well as adding a Planning Director Determination for land survey anomalies for lots within the original Park City Survey, circa 1880. Staff is also recommending continuing the discussion on the remainder of the proposed LMC Changes that were reviewed at the January 15, 2019 City Council meeting.

Description

Project Name: Land Management Code (LMC) Amendments in Sections 15-2.1-6 Development On Steep Slopes, 15-2.2-3 Lot And Site Requirements, 15-2.2-6 Development On Steep Slopes, 15-2.3-4 Lot And Site Requirements, and 15-2.3-7 Development On Steep Slopes

Applicant: Planning Department

Proposal: Revisions to the Land Management Code

Affected Land Management Code Chapters:

- 15-2.1-6 Development On Steep Slopes
- 15-2.2-3 Lot And Site Requirements
- 15-2.2-6 Development On Steep Slopes
- 15-2.3-4 Lot And Site Requirements
- 15-2.3-7 Development On Steep Slopes

Reason for Review: LMC Amendments require Planning Commission review, public hearing, and recommendation plus City Council review, public hearing, and final action

Executive Summary

The Planning Department recommends updating the Land Management Code (LMC) to clarify and simplify regulations related to development on Steep Slopes and managing lot areas when minor discrepancies occur between survey techniques from the 1800's and today's technology. Staff requests to amend LMC Sections 15-2.1-6, 15-2.2-3, 15-2.2-6, 15-2.3-4, and 15-2.3-7 to change the review body for development on Steep Slopes and to allow for Planning Director Determinations on minor survey discrepancies. Staff is also recommending continuing the discussion on the remainder of the proposed LMC Changes that were reviewed at the January 15, 2019 City Council meeting.

Acronyms

Admin CUP	Administrative Conditional Use Permit
CUP	Conditional Use Permit
LMC	Land Management Code

Background

On [November 7, 2018](#), the Historic Preservation Board unanimously forwarded a positive recommendation to Planning Commission to approve these LMC amendments.

The Planning Commission reviewed these proposed amendments on [December 12, 2018](#). There was public comment concerning metal materials in LMC 15-5-5. The Planning Commission unanimously forwarded a positive recommendation to City Council, with the condition that Staff finds a solution to the copper siding question brought up by the public.

One additional change was made after the Public Hearing at Planning Commission, regarding required handrails on steps and decks within the Setback area. This change can be seen in the redlines and has been outlined in the analysis below.

On January 15, 2019, City Council continued these proposed LMC Amendments and directed Staff to isolate two items for review on January 29, 2019. These two items included development on steep slopes and Planning Director Determinations for Lot Sizes within the original, 1880 Park City Survey. Staff was directed to continue the remainder of the proposed LMC amendments to a date uncertain.

Analysis

The following analyses give a brief overview of the proposed LMC Amendments:

Lot Size

The first change staff proposes relates to the minimum Lot Size. The LMC currently requires a minimum Lot Area of 1,875 square feet for Single Family Dwellings in the HR-1 and HR-2 Districts. This lot size is based on the platted lot size of 25 feet by 75 feet, generating 1,875 square feet. The original Park City Survey platted the original town site into 25 by 75 foot lots in 1880; however, contemporary surveys have found

that the lots are not always 25 feet by 75 feet in size. They are occasionally a few inches short. Staff finds that this difference in size is nominal and it is more appropriate for it be addressed administratively, rather than through a variance. For that reason, staff is proposing the following LMC amendment to provide some flexibility for those legally platted lots that no longer meet our minimum Lot Size requirements.

- A. **LOT SIZE.** The minimum Lot Area is 1,875 square feet for a Single Family Dwelling and 3,750 square feet for a Duplex. For properties platted as lots within the historic Park City Survey and originally platted as 25 foot wide 75 foot deep with a lot size of 1,875 square feet, the Planning Director may make a determination that the minimum Lot Size may be reduced up to 20 square feet if subsequent surveys find that the final lot dimensions are less than 25 feet by 75 feet. The Footprint shall be reduced in accordance with the Lot Size and no variation to setbacks will be allowed. The minimum width of a Lot is twenty five feet (25'), measured fifteen feet (15') back from the Front Lot Line. In the case of unusual Lot configurations, Lot width measurements shall be determined by the Planning Director.
- B. **LOT WIDTH.** The minimum width of a Lot is twenty five feet (25'), measured fifteen feet (15') back from the Front Lot Line. In the case of unusual Lot configurations, Lot width measurements shall be determined by the Planning Director.

Development On Steep Slopes

Another proposed amendment will affect the Development on Steep Slopes sections within the HRL, HR-1, and HR-2 Zones. Staff is proposing to allow Development on Steep Slopes of Lots of 3,750 square feet or less to be reviewed under an Administrative Conditional Use Permit (Admin CUP) instead of a full Conditional Use Permit (CUP). Lots with more than 3,750 square feet will still require a full Steep Slope Conditional Use Permit. An example of the proposed language is included below:

Development on Steep Slopes must be environmentally sensitive to hillside Areas, carefully planned to mitigate adverse effects on neighboring land and Improvements, and consistent with the Design Guidelines for Park City's Historic Districts and Historic Sites, and Chapter 5.

For the purpose of measuring Slope, the measurement shall include a minimum horizontal distance of fifteen feet (15') measured perpendicular to the contour lines on the certified topographic survey. The measurement shall quantify the steepest Slope within the Building Footprint and any Access driveway.

- A. **CONDITIONAL USE Steep Slope Determination**
 - 1. A Steep Slope Conditional Use permit or Administrative Conditional Use Permit is required for construction of any Structure with a Building Footprint in excess of two hundred square feet (200 sq. ft.)

if said Building Footprint is located on or projecting over an existing Slope of thirty percent (30%) or greater.

2. A Steep Slope Conditional Use permit or Administrative Conditional Use Permit is required for construction of any addition to an existing Structure, when the Building Footprint of the addition is in excess of two hundred square feet (200 sq. ft.), if the Building Footprint of the addition is located on or projecting over an existing Slope of thirty percent (30%) or greater.
3. A Steep Slope Conditional Use permit or Administrative Conditional Use Permit is required for any Access driveway located on or projecting over an existing Slope of (30%) or greater.

B. Permits Required.

1. On Lots with 3,750 square feet or less, an Administrative Conditional Use Permit shall be processed by the Planning Department.
2. On Lots greater than 3,750 square feet, a Conditional Use Permit is required. The Planning Department shall review all Steep Slope Conditional Use permit Applications and forward a recommendation to the Planning Commission.

~~C. For the purpose of measuring Slope, the measurement shall include a minimum horizontal distance of fifteen feet (15') measured perpendicular to the contour lines on the certified topographic survey. The measurement shall quantify the steepest Slope within the Building Footprint and any Access driveway.~~

D. Conditional Use Permit Criteria

The Planning Commission may review Steep Slope Conditional Use permit Applications as Consent Calendar items. Steep Slope Conditional Use permit Applications shall be subject to the following criteria:

1. **LOCATION OF DEVELOPMENT.** Development is located and designed to reduce visual and environmental impacts of the Structure.
2. **VISUAL ANALYSIS.** The Applicant must provide the Planning Department with a visual analysis of the project from key Vantage Points:
 - a) To determine potential impacts of the proposed Access, and Building mass and design; and
 - b) To identify the potential for Screening, Slope stabilization, erosion mitigation, vegetation protection, and other design opportunities.

3. **ACCESS.** Access points and driveways must be designed to minimize Grading of the natural topography and to reduce overall Building scale. ~~Common driveways~~ Shared Driveways and Parking Areas, and side Access to garages are strongly encouraged, where feasible.
4. **TERRACING.** The project may include terraced retaining Structures if necessary to regain Natural Grade.
5. **BUILDING LOCATION.** Buildings, Access, and infrastructure must be located to minimize cut and fill that would alter the perceived natural topography of the Site. The Site design and Building Footprint must coordinate with adjacent Properties to maximize opportunities for open Areas and preservation of natural vegetation, to minimize driveway and Parking Areas, and to provide variation of the Front Yard.
6. **BUILDING FORM AND SCALE.** Where Building masses orient against the Lot's existing contours, the Structures must be stepped with the Grade and broken into a series of individual smaller components that are Compatible with the District. Low profile Buildings that orient with existing contours are strongly encouraged. The garage must be subordinate in design to the main Building. In order to decrease the perceived bulk of the Main Building, the Planning Director and/or Planning Commission may require a garage separate from the main Structure or no garage.
7. **SETBACKS.** The Planning Department and/or Planning Commission may require an increase in one or more Setbacks to minimize the creation of a "wall effect" along the Street front and/or the Rear Lot Line. The Setback variation will be a function of the Site constraints, proposed Building scale, and Setbacks on adjacent Structures.
8. **DWELLING VOLUME.** The maximum volume of any Structure is a function of the Lot size, Building Height, Setbacks, and provisions set forth in this Chapter. The Planning Department and/or Planning Commission may further limit the volume of a proposed Structure to minimize its visual mass and/or to mitigate differences in scale between a proposed Structure and existing Structures.
9. **BUILDING HEIGHT (STEEP SLOPE).** The Zone Height in the HR-2 District is twenty-seven feet (27') and is restricted as stated above in Section 15-2.3-6. The Planning Department and/or Planning Commission may require a reduction in Building Height for all, or portions, of a proposed Structure to minimize its visual mass and/or

to mitigate differences in scale between the proposed Structure and the historic character of the neighborhood's existing residential Structures.

Staff has attached the complete Draft Ordinance as Exhibit A.

Process

LMC amendments are processed according to LMC § 15-1-7. Amendments to the LMC require Planning Commission review and recommendation and City Council review and adoption. City Council final action may be appealed to a court of competent jurisdiction per LMC § 15-1-18. A public hearing is required by both the Planning Commission and City Council, with proper notice.

Notice

Legal notice of a public hearing was posted in the required public spaces and public notice websites and published in the Park Record on November 24, 2018 and November 28, 2018, per requirements of the Land Management Code.

Public Input

Public hearings are required to be conducted by the Planning Commission and City Council prior to adoption of Land Management Code amendments. No public input was provided at the Historic Preservation Board meeting on November 7, 2018.

During the December 12, 2018 Planning Commission Public Hearing, Mr. Mammen was concerned that copper, which does not have an SRI value, would not be a permitted siding. Planning Commission agreed and recommended that Staff find a solution for this. Staff brought forward proposed changes to City Council at the January 15, 2019 meeting but was directed to do further research and include an analysis by the Sustainability Department.

Alternatives

- The City Council may approve the proposed Land Management Code as presented or as amended at the meeting; or
- The City Council may deny the proposed amendments; or
- The City Council may continue the discussion to a date certain and provide direction to Staff regarding additional information, revisions, or analysis needed in order to take final action.

Summary Recommendation

Staff recommends the City Council review the proposed LMC amendments, open a public hearing and approve the Land Management Code (LMC) amendments to LMC Sections 15-2.1-6, 15-2.2-3, 15-2.2-6, 15-2.3-4, and 15-2.3-7 as outlined in the Draft Ordinance. Staff is also recommending continuing the discussion on the remainder of the proposed LMC Changes that were reviewed at the January 15, 2019 City Council meeting.

Exhibits

Exhibit A – Draft Ordinance

- Exhibit 1 – LMC § 15-2.1-6 Development On Steep Slopes
- Exhibit 2 – LMC § 15-2.2-3 Lot And Site Requirements
- Exhibit 3 – LMC § 15-2.2-6 Development On Steep Slopes
- Exhibit 4 – LMC § 15-2.3-4 Lot And Site Requirements
- Exhibit 5 – LMC § 15-2.3-7 Development On Steep Slopes

Exhibit A – Draft Ordinance

Ordinance 2019-07

AN ORDINANCE AMENDING THE LAND MANAGEMENT CODE OF PARK CITY, UTAH, AMENDING SECTIONS 15-2.1-6 DEVELOPMENT ON STEEP SLOPES, 15-2.2-3 LOT AND SITE REQUIREMENTS, 15-2.2-6 DEVELOPMENT ON STEEP SLOPES, 15-2.3-4 LOT AND SITE REQUIREMENTS, AND 15-2.3-7 DEVELOPMENT ON STEEP SLOPES

WHEREAS, the Land Management Code was adopted by the City Council of Park City, Utah to promote the health, safety and welfare of the residents, visitors, and property owners of Park City; and

WHEREAS, the Land Management Code implements the goals, objectives and policies of the Park City General Plan to maintain the quality of life and experiences for its residents and visitors and to preserve the community's unique character and values; and

WHEREAS, the proposed Land Management Code (LMC) amendments enhance the design standards to maintain aesthetic experience of Park City; and

WHEREAS, these proposed Land Management Code (LMC) amendments were reviewed for consistency with the Park City General Plan; and

WHEREAS, the Planning Commission duly noticed and conducted public hearings at the regularly scheduled meetings on December 12, 2018 and forwarded a recommendation to City Council; and

WHEREAS, the City Council duly noticed and conducted a public hearing at its regularly scheduled meeting on January 15, 2019 and on January 29, 2019; and

WHEREAS, it is in the best interest of the residents of Park City, Utah to amend the Land Management Code to be consistent with the values and goals of the Park City General Plan and the Park City Council; to protect health and safety and maintain the quality of life for its residents and visitors; to preserve and protect the vitality, activity and success of the ski resort base area; to ensure compatible development; and to preserve the community's unique character.

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

SECTION 1. APPROVAL OF AMENDMENTS TO TITLE 15 - Land Management Code Section 15-2.1-6 Development On Steep Slopes. The recitals above are

incorporated herein as findings of fact. Section 15-2.1-6 of the Land Management Code of Park City is hereby amended as redlined in Exhibit 1.

SECTION 2. APPROVAL OF AMENDMENTS TO TITLE 15 - Land Management Code Section 15-2.2-3 Lot and Site Requirements. The recitals above are incorporated herein as findings of fact. Section 15-2.2-3 of the Land Management Code of Park City is hereby amended as redlined in Exhibit 2.

SECTION 3. APPROVAL OF AMENDMENTS TO TITLE 15 - Land Management Code Section 15-2.2-6 Development On Steep Slopes. The recitals above are incorporated herein as findings of fact. Section 15-2.2-6 of the Land Management Code of Park City is hereby amended as redlined in Exhibit 3.

SECTION 4. APPROVAL OF AMENDMENTS TO TITLE 15 - Land Management Code Section 15-2.3-4 Lot and Site Requirements. The recitals above are incorporated herein as findings of fact. Section 15-2.3-4 of the Land Management Code of Park City is hereby amended as redlined in Exhibit 4.

SECTION 5. APPROVAL OF AMENDMENTS TO TITLE 15 - Land Management Code Section 15-2.3-7 Development On Steep Slopes. The recitals above are incorporated herein as findings of fact. Section 15-2.3-7 of the Land Management Code of Park City is hereby amended as redlined in Exhibit 5.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED this ____ day of _____, 2019

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, Mayor

Attest:

City Recorder

Approved as to form:

Mark Harrington, City Attorney

Exhibits

Exhibit 1 – LMC § 15-2.1-6 Development On Steep Slopes
Exhibit 2 – LMC § 15-2.2-3 Lot And Site Requirements
Exhibit 3 – LMC § 15-2.2-6 Development On Steep Slopes
Exhibit 4 – LMC § 15-2.3-4 Lot And Site Requirements
Exhibit 5 – LMC § 15-2.3-7 Development On Steep Slopes

Exhibit 1 – LMC § 15-2.1-6 Development On Steep Slopes

15-2.1-6 Development On Steep Slopes

Development on Steep Slopes must be environmentally sensitive to hillside Areas, carefully planned to mitigate adverse effects on neighboring land and Improvements, and consistent with the Design Guidelines for Park City's Historic Districts and Historic Sites and Chapter 5.

For the purpose of measuring Slope, the measurement shall include a minimum horizontal distance of fifteen feet (15') measured perpendicular to the contour lines on the certified topographic survey. The measurement shall quantify the steepest Slope within the Building Footprint and any Access driveway.

A. ~~CONDITIONAL USE Steep Slope Determination~~

1. A Steep Slope Conditional Use permit or Administrative Conditional Use Permit is required for construction of any Structure with a Building Footprint in excess of two hundred square feet (200 sq. ft.) if said Building Footprint is located on or projecting over an existing Slope of thirty percent (30%) or greater.
2. A Steep Slope Conditional Use permit or Administrative Conditional Use Permit is required for construction of any addition to an existing Structure, when the Building Footprint of the addition is in excess of two hundred square feet (200 sq. ft.), if the Building Footprint of the addition is located on or projecting over an existing Slope of thirty percent (30%) or greater.
3. A Steep Slope Conditional Use permit or Administrative Conditional Use Permit is required for any Access driveway located on or projecting over an existing Slope of (30%) or greater.

B. ~~Permits Required.~~

1. On Lots with 3,750 square feet or less, an Administrative Conditional Use Permit shall be processed by the Planning Department.
2. On Lots greater than 3,750 square feet, a Conditional Use Permit is required. The Planning Department shall review all Steep Slope Conditional Use permit Applications and forward a recommendation to the Planning Commission.

~~C. For the purpose of measuring Slope, the measurement shall include a minimum horizontal distance of fifteen feet (15') measured perpendicular to the contour lines on the certified topographic survey. The measurement shall quantify the steepest Slope within the Building Footprint and any Access driveway.~~

D. ~~Conditional Use Permit Criteria~~

~~The Planning Department shall review all Steep Slope Conditional Use permit Applications and forward a recommendation to the Planning Commission.~~ The Planning Commission may review Steep Slope Conditional Use permit Applications as Consent Calendar items. Steep Slope Conditional Use permit Applications shall be subject to the following criteria:

1. **LOCATION OF DEVELOPMENT.** Development is located and designed to reduce visual and environmental impacts of the Structure.
2. **VISUAL ANALYSIS.** The Applicant must provide the Planning Department with a visual analysis of the project from key Vantage Points:
 - a. To determine potential impacts of the proposed Access, and Building mass and design; and
 - b. To identify the potential for Screening, Slope stabilization, erosion mitigation, vegetation protection, and other design opportunities.
3. **ACCESS.** Access points and driveways must be designed to minimize Grading of the natural topography and to reduce overall Building scale. ~~Common driveways~~ Shared Driveways and Parking Areas, and side Access to garages are strongly encouraged, where feasible.
4. **TERRACING.** The project may include terraced retaining Structures if necessary to regain Natural Grade.
5. **BUILDING LOCATION.** Buildings, Access, and infrastructure must be located to minimize cut and fill that would alter the perceived natural topography of the Site. The Site design and Building Footprint must coordinate with adjacent Properties to maximize opportunities for open Areas and preservation of natural vegetation, to minimize driveway and Parking Areas, and to provide variation of the Front Yard.
6. **BUILDING FORM AND SCALE.** Where Building masses orient against the Lot's existing contours, the Structures must be stepped with the Grade and broken into a series of individual smaller components that are Compatible with the District. Low profile Buildings that orient with existing contours are strongly encouraged. The garage must be subordinate in design to the main Building. In order to decrease the perceived bulk of the Main Building, the Planning Director and/or Planning Commission may require a garage separate from the main Structure or no garage.
7. **SETBACKS.** The Planning Director and/or Planning Commission may require an increase in one or more Setbacks to minimize the creation of a "wall effect" along the Street front and/or the Rear Lot Line. The Setback variation will be a function of the Site constraints, proposed Building scale, and Setbacks on adjacent Structures.
8. **DWELLING VOLUME.** The maximum volume of any Structure is a function of the Lot size, Building Height, Setbacks, and provisions set forth in this Chapter. The Planning Director and/or Planning Commission may further limit the volume of a proposed Structure to minimize its visual mass and/or to mitigate differences in scale between a proposed Structure and existing Structures.

9. **BUILDING HEIGHT (STEEP SLOPE).** The Zone Height in the HRL District is twenty-seven feet (27') and is restricted as stated above in Section 15-2.1-5. The Planning Director and/or Planning Commission may require a reduction in Building Height for all, or portions, of a proposed Structure to minimize its visual mass and/or to mitigate differences in scale between a proposed Structure and the Historic character of the neighborhood's existing residential Structures.

HISTORY

Adopted by Ord. [00-15](#) on 3/2/2000

Amended by Ord. [06-56](#) on 7/27/2006

Amended by Ord. [09-10](#) on 3/5/2009

Amended by Ord. [09-14](#) on 4/9/2009

Amended by Ord. [15-35](#) on 10/12/2015

Amended by Ord. [2016-44](#) on 9/15/2016

Exhibit 2 – LMC § 15-2.2-3 Lot and Site Requirements

15-2.2-3 Lot And Site Requirements

Except as may otherwise be provided in this Code, no Building Permit shall be issued for a Lot unless such Lot has the Area, width, and depth as required, and Frontage on a Street shown as a private or Public Street on the Streets Master Plan, or on a private easement connecting the Lot to a Street shown on the Streets Master Plan.

Minimum Lot and Site requirements are as follows:

- A. **LOT SIZE.** The minimum Lot Area is 1,875 square feet for a Single Family Dwelling and 3,750 square feet for a Duplex. ~~For properties platted as lots within the historic Park City Survey and originally platted as 25 foot wide 75 foot deep with a lot size of 1,875 square feet, the Planning Director may make a determination that the minimum Lot Size may be reduced up to 20 square feet if subsequent surveys find that the final lot dimensions are less than 25 feet by 75 feet. The Footprint shall be reduced in accordance with the Lot Size and no variation to setbacks will be allowed. The minimum width of a Lot is twenty five feet (25'), measured fifteen feet (15') back from the Front Lot Line. In the case of unusual Lot configurations, Lot width measurements shall be determined by the Planning Director.~~
- B. **LOT WIDTH.** ~~The minimum width of a Lot is twenty five feet (25'), measured fifteen feet (15') back from the Front Lot Line. In the case of unusual Lot configurations, Lot width measurements shall be determined by the Planning Director.~~
- C. **BUILDING ENVELOPE (HR-1 DISTRICT).** The Building Pad, Building Footprint and height restrictions define the maximum Building envelope within which all Development must occur, with exceptions as allowed by Section 15-2.2-3(C).
- D. **BUILDING PAD (HR-1 DISTRICT).** The Building Pad is the Lot Area minus required Front, Rear, and Side Setback Areas.
 - 1. The Building Footprint must be within the Building Pad. The Building Pad must be open and free of any other Structure except:
 - a. Porches or decks with or without roofs;
 - b. At Grade patios;
 - c. Upper level decks, with or without roofs;
 - d. Bay Windows;
 - e. Chimneys;
 - f. Sidewalks, pathways, and steps;
 - g. Screened hot tubs; and
 - h. Landscaping.
 - 2. Exceptions to the Building Pad Area, excluding Bay Windows, are not included in the Building Footprint calculations, and are subject to Planning Director approval

based on a determination that the proposed exceptions result in a design that:

- a. provides increased architectural interest consistent with the Historic District Design Guidelines;
- b. maintains the intent of this section to provide horizontal and vertical Building articulation.

- E. **BUILDING FOOTPRINT (HR-1 DISTRICT)**. The maximum Building Footprint of any Structure located on a Lot or combination of Lots, not exceeding 18,750 square feet in Lot Area, shall be calculated according to the following formula for Building Footprint, illustrated in Table 15-2.2. The maximum Building Footprint for any Structure located on a Lot or combination of Lots, exceeding 18,750 square feet in Lot Area, shall be 4,500 square feet; with an exemption allowance of 400 square feet, per Dwelling Unit, for garage floor area. A Conditional Use permit is required for all Structures with a proposed footprint of greater than 3,500 square feet.

Accessory Buildings listed on the Park City Historic Structures Inventory that are not expanded, enlarged or incorporated into the Main Building, shall not count in the total Building Footprint of the Lot.

$$\text{MAXIMUM FP} = (A/2) \times 0.9^{A/1875}$$

Where FP = maximum Building Footprint and A= Lot Area.

Example: 3,750 sq. ft. lot: $(3,750/2) \times 0.9^{(3750/1875)} = 1,875 \times 0.81 = 1,519 \text{ sq. ft.}$

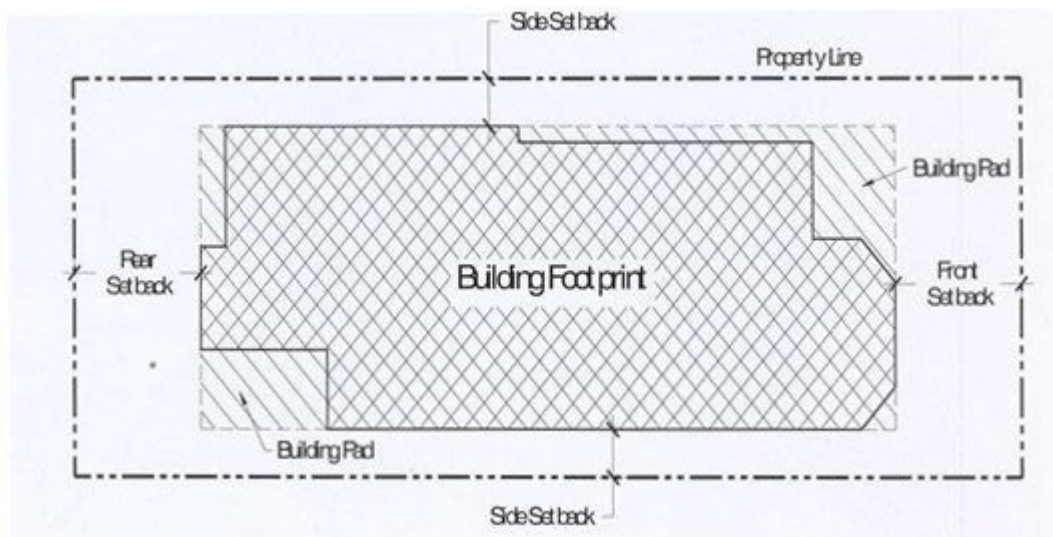
See the following Table 15-2.2. for a schedule equivalent of this formula.

TABLE 15-2.2.

Lot Depth </= ft. *	Lot Width, ft. up to:	Side Setback Min. Total		Lot Area Sq. ft.	Bldg. Pad Sq. ft.	Max. Bldg. Footprint Sq. ft.
75 ft.	25.0	3 ft.	6 ft.	1,875	1,045	844
75 ft.	37.5	3 ft.	6 ft.	2,813	1,733	1,201
75 ft.	50.0	5 ft.	10 ft.	3,750	2,200	1,519
75 ft.	62.5	5 ft.	14	4,688	2,668	1,801

			ft.			
75 ft.	75.0	5 ft.	18 ft.	5,625	3,135	2,050
75 ft.	87.5	10 ft.	24 ft.	6,563	3,493	2,269
75 ft.	100.0	10 ft.	24 ft.	7,500	4,180	2,460
75 ft.	Greater than 100.0	10 ft.	30 ft.	Greater than 75 ft.	Per Setbacks and Lot Area	Per Formula

* For Lots > 75' in depth use footprint formula and Table 15-2.2a for Front and Rear Setbacks.



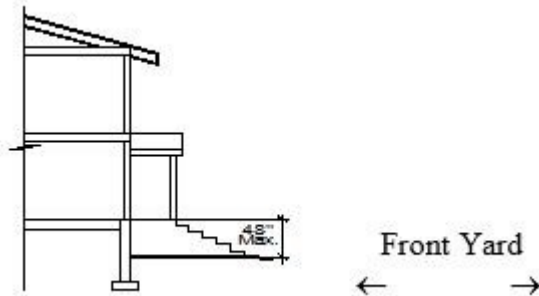
F. **FRONT AND REAR SETBACKS.** Front and Rear Setbacks are as follows:

TABLE 15-2.2a

Lot Depth	Minimum Front/Rear Setback	Total of Setbacks
Up to 75 ft., inclusive	10 ft.	20 ft.
From 75 ft. to 100 ft.	12 ft.	25 ft.
Over 100 ft.	15 ft.	30 ft.

G. **FRONT SETBACK EXCEPTIONS.** The Front Setback must be open and free of any Structure except:

1. Fences or walls not more than four feet (4') in height, or as permitted in Section 15-4-2, Fences and Walls. On Corner Lots, Fences more than three feet (3') in height are prohibited within twenty-five feet (25') of the intersection, at back of curb.
2. Uncovered steps leading to the Main Building; provided the steps are not more than four feet (4') in height from Final Grade, not including any required handrail, and do not cause any danger or hazard to traffic by obstructing the view of the Street or intersection.

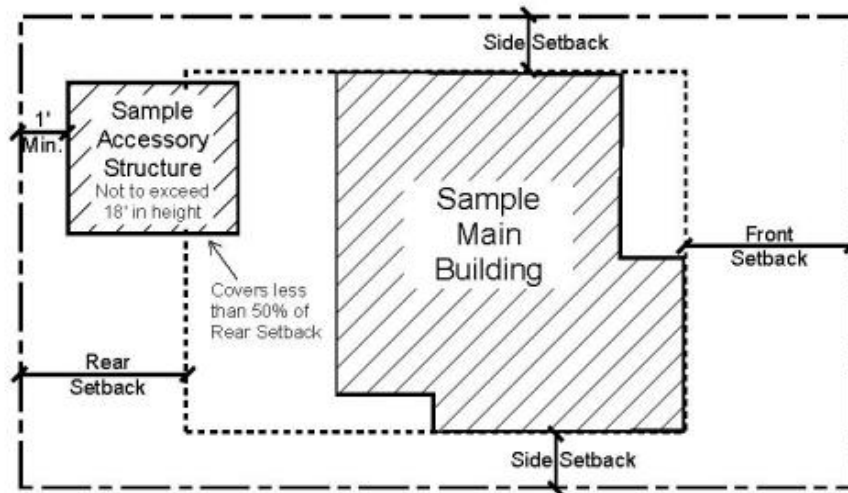


3. Decks, porches, or Bay Windows not more than ten feet (10') wide, projecting not more than three feet (3') into the Front Setback.
4. Roof overhangs, eaves or cornices projecting not more than three feet (3') into the Front Setback.
5. Sidewalks and pathways.

6. Driveways leading to a Garage or Parking Area. No portion of a Front Yard, except for patios, driveways, allowed Parking Areas and sidewalks, may be Hard-Surfaced or graveled.

H. **REAR SETBACK EXCEPTIONS.** The Rear Setback must be open and free of any Structure except:

1. Bay Windows not more than ten feet (10') wide, and projecting not more than two feet (2') into the Rear Setback.
2. Chimneys not more than five feet (5') wide projecting not more than two feet (2') into the Rear Setback.
3. Window wells or light wells extending not more than four feet (4') into the Rear Setback.
4. Roof overhangs or eaves projecting not more than two feet (2') into the Rear Setback.
5. Window sills, belt courses, cornices, trim, exterior siding, or other ornamental features projecting not more than six inches (6") into the Rear Setback.
6. Detached Accessory Buildings, not more than eighteen feet (18') in height, and including any free-standing Solar Energy Systems, located a minimum of five feet (5') behind the front facade of the Main Building, and maintaining a minimum Rear Setback of one foot (1'). Such Structure must not cover over fifty percent (50%) of the Rear Setback. See the following illustration:



7. A Hard-Surfaced Parking Area subject to the same location requirements as a Detached Accessory Building.
8. Mechanical equipment (which must be screened), hot tubs, or similar Structures located at least three feet (3') from the Rear Lot Line.
9. Fences or walls as permitted in Section 15-4-2, Fences and Walls.
10. Patios, decks, pathways, steps, or similar Structures not more than thirty inches (30") above Final Grade.
11. Pathways or steps connecting to a City staircase or pathway.

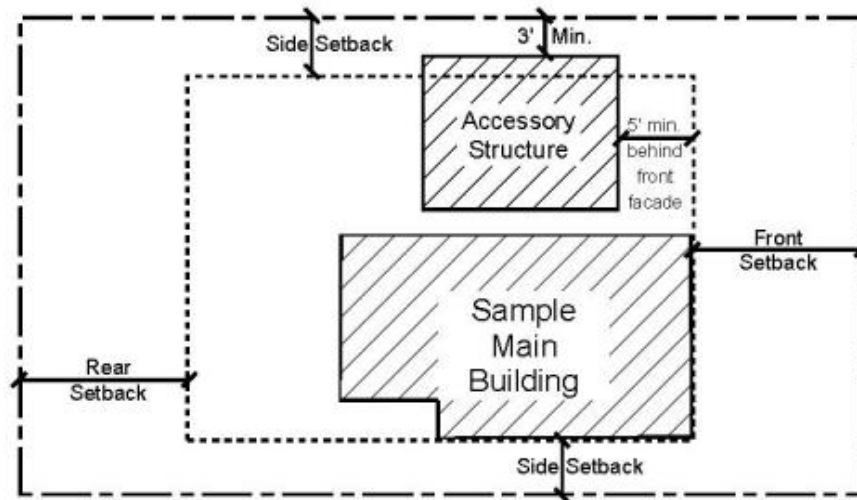
I. **SIDE SETBACK.**

1. The minimum Side Setback is three feet (3'), but increases for Lots greater than thirty seven and one-half feet (37.5') in Width, as per Table 15-2.2.above.
2. On Corner Lots, the minimum Side Setback that faces a side Street or platted Right-of-Way is five feet (5').
3. A Side Setback between connected Structures is not required where Structures are designed with a common wall on a Property Line, each Structure is located on an individual Lot, the Lots are burdened with a party wall agreement in a form approved by the City Attorney and Chief Building Official, all applicable Building and Fire Code requirements are met, and the Use is an Allowed or Conditional Use in the Zoning District.
 - a. Exterior Side Setbacks shall be based on the required minimum Side Setback for each Lot; however the Planning Commission may consider increasing exterior Side Setbacks during Conditional Use Permit review to mitigate potential impacts on adjacent Property. Side Setback exceptions continue to apply.
 - b. Building Footprint shall be based on the total lot Area of the underlying Lots. The Planning Commission may consider decreasing Building Footprint during Conditional Use Permit review to mitigate potential impacts on adjacent Property.

J. **SIDE SETBACK EXCEPTIONS.** The Side Setback must be open and free of any Structure except:

1. Bay Windows not more than ten feet (10') wide, and projecting not more than two feet (2') into the Side Setback.¹

2. Chimneys not more than five feet (5') wide projecting not more than two feet (2') into the Side Setback.¹
3. Window wells or light wells projecting not more than four feet (4') into the Side Setback.¹
4. Roof overhangs or eaves projecting not more than two feet (2') into the Side Setback. A one foot (1') roof or eave overhang is permitted on Lots with a Side Setback of less than five feet (5').¹
5. Window sills, belt courses, trim, cornices, exterior siding, or other ornamental features projecting not more than six inches (6") into the Side Setback.
6. Patios, decks, pathways, steps, or similar Structures not more than thirty inches (30") in height above Final Grade.
7. Fences, walls, or retaining walls as permitted in Section 15-4-2, Fences and Walls.
8. Driveways leading to a garage or Parking Area.
9. Pathways or steps connecting to a City staircase or pathway.
10. Detached Accessory Buildings, not more than eighteen feet (18') in height, and including any free-standing Solar Energy Systems, located a minimum of five feet (5') behind the Front facade of the Main Building, maintaining a minimum Side Setback of three feet (3'). See the following illustration:



11. Mechanical equipment (which must be screened), hot tubs, or similar Structures located at least three feet (3') from the Side Lot Line.

K. **SNOW RELEASE**. Site plans and Building designs must resolve snow release issues to the satisfaction of the Chief Building Official.

L. **CLEAR VIEW OF INTERSECTION**. No visual obstruction in excess of two feet (2') in height above road Grade shall be placed on any Corner Lot within the Site Distance Triangle. A reasonable number of trees may be allowed, if pruned high enough to permit automobile drivers an unobstructed view. This provision must not require changes in the Natural Grade on the Site.

¹Applies only to Lots with a minimum Side Setback of five feet (5').

HISTORY

Adopted by Ord. [00-15](#) on 3/2/2000

Amended by Ord. [06-56](#) on 7/27/2006

Amended by Ord. [09-10](#) on 3/5/2009

Amended by Ord. [15-35](#) on 10/12/2015

Amended by Ord. [2016-44](#) on 9/15/2016

Amended by Ord. [2018-27](#) on 5/31/2018

Amended by Ord. [2018-43](#) on 7/19/2018

Exhibit 3 – LMC § 15-2.2-6 Development on Steep Slopes

15-2.2-6 Development On Steep Slopes

Development on Steep Slopes must be environmentally sensitive to hillside Areas, carefully planned to mitigate adverse effects on neighboring land and Improvements, and consistent with the Design Guidelines for Park City's Historic Districts and Historic Sites and Chapter 5.

For the purpose of measuring Slope, the measurement shall include a minimum horizontal distance of fifteen feet (15') measured perpendicular to the contour lines on the certified topographic survey. The measurement shall quantify the steepest Slope within the Building Footprint and any Access driveway.

A. ~~CONDITIONAL USE~~ Steep Slope Determination

1. A Steep Slope Conditional Use permit or Administrative Conditional Use Permit is required for construction of any Structure with a Building Footprint in excess of two hundred square feet (200 sq. ft.) if said Building Footprint is located on or projecting over an existing Slope of thirty percent (30%) or greater.
2. A Steep Slope Conditional Use permit or Administrative Conditional Use Permit is required for construction of any addition to an existing Structure, when the Building Footprint of the addition is in excess of two hundred square feet (200 sq. ft.), if the Building Footprint of the addition is located on or projecting over an existing Slope of thirty percent (30%) or greater.
3. A Steep Slope Conditional Use permit or Administrative Conditional Use Permit is required for any Access driveway located on or projecting over an existing Slope of (30%) or greater.

B. ~~Permits Required.~~

1. On Lots with 3,750 square feet or less, an Administrative Conditional Use Permit shall be processed by the Planning Department.
2. On Lots greater than 3,750 square feet, a Conditional Use Permit is required. The Planning Department shall review all Steep Slope Conditional Use permit Applications and forward a recommendation to the Planning Commission.

~~C. For the purpose of measuring Slope, the measurement shall include a minimum horizontal distance of fifteen feet (15') measured perpendicular to the contour lines on the certified topographic survey. The measurement shall quantify the steepest Slope within the Building Footprint and any Access driveway.~~

D. ~~Conditional Use Permit Criteria~~

~~The Planning Department shall review all Steep Slope Conditional Use permit Applications and forward a recommendation to the Planning Commission.~~ The Planning Commission may review Steep Slope Conditional Use permit Applications as Consent Calendar items. Steep Slope Conditional Use permit Applications shall be subject to the following criteria:

1. **LOCATION OF DEVELOPMENT.** Development is located and designed to reduce visual and environmental impacts of the Structure.
2. **VISUAL ANALYSIS.** The Applicant must provide the Planning Department with a visual analysis of the project from key Vantage Points:
 - a. To determine potential impacts of the proposed Access, and Building mass and design; and
 - b. To identify the potential for Screening, Slope stabilization, erosion mitigation, vegetation protection, and other design opportunities.
3. **ACCESS.** Access points and driveways must be designed to minimize Grading of the natural topography and to reduce overall Building scale. ~~Common driveways~~ Shared Driveways and Parking Areas, and side Access to garages are strongly encouraged, where feasible.
4. **TERRACING.** The project may include terraced retaining Structures if necessary to regain Natural Grade.
5. **BUILDING LOCATION.** Buildings, Access, and infrastructure must be located to minimize cut and fill that would alter the perceived natural topography of the Site. The Site design and Building Footprint must coordinate with adjacent properties to maximize opportunities for open Areas and preservation of natural vegetation, to minimize driveway and Parking Areas, and to provide variation of the Front Yard.
6. **BUILDING FORM AND SCALE.** Where Building masses orient against the Lot's existing contours, the Structures must be stepped with the Grade and broken into a series of individual smaller components that are Compatible with the District. Low profile Buildings that orient with existing contours are strongly encouraged. The garage must be subordinate in design to the main Building. In order to decrease the perceived bulk of the Main Building, the Planning Director and/or Planning Commission may require a garage separate from the main Structure or no garage.
7. **SETBACKS.** The Planning Department and/or Planning Commission may require an increase in one or more Setbacks to minimize the creation of a "wall effect" along the Street front and/or the Rear Lot Line. The Setback variation will be a function of the Site constraints, proposed Building scale, and Setbacks on adjacent Structures.
8. **DWELLING VOLUME.** The maximum volume of any Structure is a function of the Lot size, Building Height, Setbacks, and provisions set forth in this Chapter. The Planning Department and/or Planning Commission may further limit the volume of a proposed Structure to minimize its visual mass and/or to mitigate differences in scale between a proposed Structure and existing Structures.

9. **BUILDING HEIGHT (STEEP SLOPE).** The Zone Height in the HR-1 District is twenty-seven feet (27') and is restricted as stated above in Section 15-2.2-5. The Planning Department and/or Planning Commission may require a reduction in Building Height for all, or portions, of a proposed Structure to minimize its visual mass and/or to mitigate differences in scale between a proposed Structure and the Historic character of the neighborhood's existing residential Structures.

HISTORY

Adopted by Ord. [00-15](#) on 3/2/2000

Amended by Ord. [06-56](#) on 7/27/2006

Amended by Ord. [09-10](#) on 3/5/2009

Amended by Ord. [09-14](#) on 4/9/2009

Amended by Ord. [15-35](#) on 10/12/2015

Exhibit 4 – LMC § 15-2.3-4 Lot And Site Requirements

15-2.3-4 Lot And Site Requirements

Except as may otherwise be provided in this Code, no Building Permit shall be issued for a Lot unless such Lot has Area, width, and depth as required, and Frontage on a private or Public Street shown on the Streets Master Plan, or on a private easement connecting the Lot to a Street shown on the Streets Master Plan.

All Development must comply with the following:

- A. **LOT SIZE.** The minimum Lot Area is 1,875 square feet for a Single Family Dwelling and 3,750 square feet for a Duplex Dwelling. For properties platted as lots within the historic Park City Survey and originally platted as 25 foot wide 75 foot deep with a lot size of 1,875 square feet, the Planning Director may make a determination that the minimum Lot Size may be reduced up to 20 square feet if subsequent surveys find that the final lot dimensions are less than 25 feet by 75 feet. The Footprint shall be reduced in accordance with the Lot Size and no variation to setbacks will be allowed. The Minimum Lot Area for all other Uses shall be determined by the Planning Commission during the Conditional Use or Master Planned Development review process. ~~The minimum width of a Lot is twenty five feet (25'), measured fifteen feet (15') back from the Front Lot Line. In the case of unusual Lot configurations, Lot width measurements shall be determined by the Planning Director.~~
- B. **LOT WIDTH.** The minimum width of a Lot is twenty five feet (25'), measured fifteen feet (15') back from the Front Lot Line. In the case of unusual Lot configurations, Lot width measurements shall be determined by the Planning Director.
- C. **BUILDING ENVELOPE (HR-2 DISTRICT).** The Building Pad, Building Footprint and height restrictions define the maximum Building Envelope within which all Development must occur with exceptions as allowed in Section 15-2.3-4.
- D. **BUILDING PAD (HR-2 DISTRICT).** The Building Pad is the Lot Area minus required Front, Rear, and Side Setback Areas.
 - 1. The Building Footprint must be within the Building Pad. The remainder of the Building Pad must be open and free of any Structure except:
 - a. Porches or decks, with or without roofs;
 - b. At Grade patios;
 - c. Upper level decks, with or without roofs;
 - d. Bay Windows;
 - e. Chimneys;
 - f. Sidewalks, pathways, and steps;
 - g. Screened hot tubs; and
 - h. Landscaping.
 - 2. Exceptions to the Building Pad Area, excluding Bay Windows, are not included in the Building Footprint calculations, and are subject to Planning Director approval

based on a determination that the proposed exceptions result in a design that:

- a. provides increased architectural interest consistent with the Design Guidelines for Park City's Historic Districts and Historic Sites; and
- b. maintains the intent of this section to provide horizontal and vertical Building articulation.

E. BUILDING FOOTPRINT (HR-2 DISTRICT).

1. The maximum Building Footprint for any Structure located on a Lot, or combination of Lots, not exceeding 18,750 square feet in Lot Area, shall be calculated according to the following formula for Building Footprint, illustrated in Table 15-2.3. The maximum Building Footprint for any Structure located on a Lot or combination of Lots, exceeding 18,750 square feet in Lot Area, shall be 4,500 square feet; with an exemption allowance of 400 square feet per Dwelling Unit for garage floor area. A Conditional Use permit is required for all Structures with a proposed footprint greater than 3,500 square feet.

Accessory Buildings listed on the Park City Historic Structures Inventory that are not expanded, enlarged or incorporated into the Main Building, shall not count in the total Building Footprint of the Lot.

2. See Section 15-6-5(B) for maximum allowed Building footprint for Master Planned Developments within the HR-2 District.

$$\text{MAXIMUM FP} = (A/2) \times 0.9^{A/1875}$$

Where FP = maximum Building Footprint and A= Lot Area.

Example: 3,750 sq. ft. lot: $(3,750/2) \times 0.9^{(3750/1875)} = 1,875 \times 0.81 = 1,519 \text{ sq. ft.}$

See the following Table 15-2.3. for a schedule equivalent of this formula.

TABLE 15-2.3.

Lot Depth ≤ ft. *	Lot Width, ft. Up to:	Side Setbacks Min. Total, ft.		Lot Area Sq. ft.	Bldg. Pad Sq. ft.	Max Bldg. Footprint
75 ft.	25.0	3 ft.	6 ft.	1,875	1,045	844
75 ft.	37.5	3 ft.	6 ft.	2,813	1,733	1,201

75 ft.	50.0	5 ft.	10 ft.	3,750	2,200	1,519
75 ft.	62.5	5 ft.	14 ft.	4,688	2,668	1,801
75 ft.	75.0	5 ft.	18 ft.	5,625	3,135	2,050
75 ft.	87.5	10 ft.	24 ft.	6,563	3,493	2,270
75 ft.	100.0	10 ft.	24 ft.	7,500	4,180	2,460
75 ft.	Greater than 100.0	10 ft.	30 ft.	Greater than 7,500 ft.	Per Setbacks and Lot Area	Per formula

*For Lots > 75' in depth use footprint formula and Table 15-2.3a for Front and Rear Setbacks.

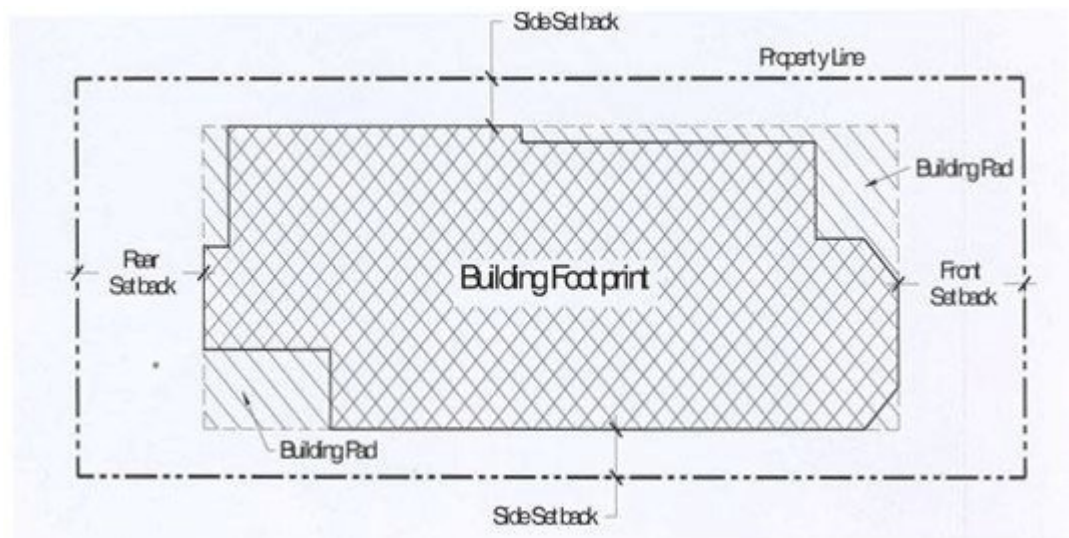
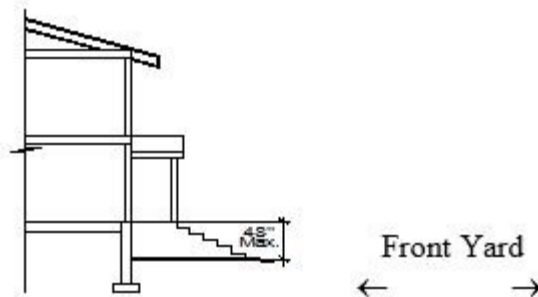


TABLE 15-2.3.a

Lot Depth	Min. Front/Rear Setback	Total of Setbacks
Up to 75 ft., inclusive	10 ft.	20 ft.
From 75 ft. to 100 ft.	12 ft.	25 ft.
Over 100 ft.	15 ft.	30 ft.

F. **FRONT SETBACK EXCEPTIONS.** The Front Setback must be open and free of any Structure except:

1. Fences or walls not more than four feet (4') in height or as permitted in Section 15-4-2, Fences and Walls. On Corner Lots, Fences more than three feet (3') in height are prohibited within twenty-five feet (25') of the intersection, at the back of curb.
2. Uncovered steps leading to the Main Building; provided, the steps are not more than four feet (4') in height from Final Grade, not including any required handrail, and do not cause any danger or hazard to traffic by obstructing the view of the Street or intersection.



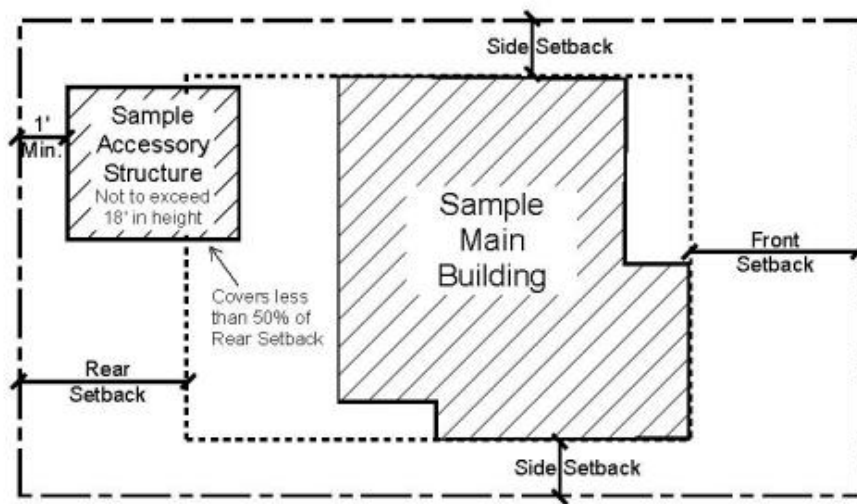
3. Decks, porches, or Bay Windows not more than ten feet (10') wide projecting not more than three feet (3') into the Front Setback.
4. Roof overhangs, eaves or cornices projecting not more than three feet (3') into the Front Setback.
5. Sidewalks and pathways.
6. Driveways leading to a Garage or Parking Area. No portion of a Front Yard except for driveways, allowed Parking Areas and sidewalks, may be Hard-

Surfaced or graveled.

7. Single car detached Garages approved as part of a Master Planned Development in Subzone A.

G. **REAR SETBACK EXCEPTIONS.** The Rear Setback must be open and free of any Structure except:

1. Bay Windows not more than ten feet (10') wide, and projecting not more than two feet (2') into the Rear Setback.
2. Chimneys not more than five feet (5') wide projecting not more than two feet (2') into the Rear Setback.
3. Window wells or light wells projecting not more than four feet (4') into the Rear Setback.
4. Roof overhangs or eaves projecting not more than two feet (2') into the Rear Setback.
5. Window sills, belt courses, cornices, trim, exterior siding, or other ornamental features projecting not more than six inches (6") into the Rear Setback.
6. Detached Accessory Buildings not more than eighteen feet (18') in height, and including any free-standing Solar Energy Systems, located a minimum of five feet (5') behind the front facade of the Main Building, and maintaining a minimum Rear Setback of one foot (1'). Such Structure must not cover over fifty percent (50%) of the Rear Setback. See the following illustration:



7. Hard-Surfaced Parking Areas subject to the same location requirements as a detached Accessory Building.
8. Mechanical equipment (which must be screened), hot tubs, or similar Structures located at least three feet (3') from the Rear Lot Line.
9. Fences or walls not more than six feet (6') in height or as permitted in Section 15-4-2.
10. Patios, decks, steps, pathways, or similar Structures not more than thirty inches (30") above Final Grade.
11. Pathways or steps connecting to a City staircase or pathway.

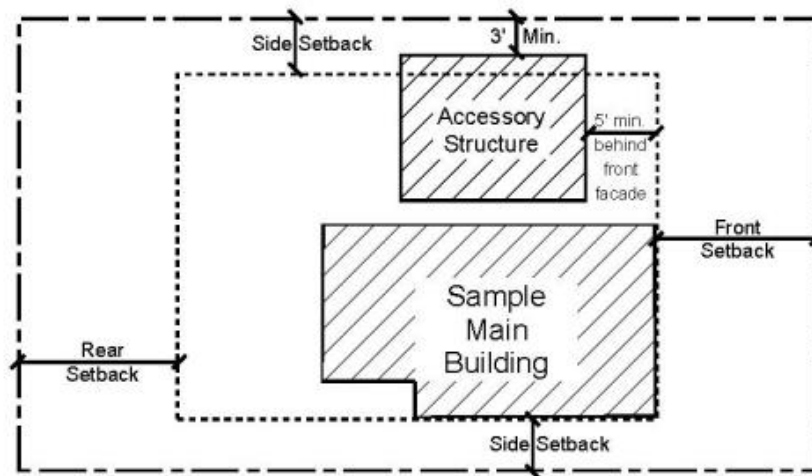
H. SIDE SETBACK.

1. The minimum Side Setback is three feet (3'), but increases for Lots greater than thirty-seven and one-half feet (37.5') in width, as per Table 15-2.3 above.
2. On Corner Lots, the minimum Side Setback that faces a side Street or platted Right-of-Way is five feet (5').
3. A Side Setback between connected Structures is not required where Structures are designed with a common wall on a Property Line, each Structure is located on an individual Lot, the Lots are burdened with a party wall agreement in a form approved by the City Attorney and Chief Building Official, all applicable Building and Fire Code requirements are met, and the Use is an Allowed or Conditional Use in the Zoning District.
 - a. Exterior Side Setbacks shall be based on the required minimum Side Setback for each Lot; however the Planning Commission may consider increasing exterior Side Setbacks during Conditional Use Permit review to mitigate potential impacts on adjacent Property. Side Setback exceptions continue to apply.
 - b. Building Footprint shall be based on the total lot Area of the underlying Lots. The Planning Commission may consider decreasing Building Footprint during Conditional Use Permit review to mitigate potential impacts on adjacent Property.

I. SIDE SETBACK EXCEPTIONS. The Side Setback must be open and free of any Structure except:

1. Bay Windows not more than ten feet (10') wide, and projecting not more than two feet (2') into the Side Setback.¹

2. Chimneys not more than five feet (5') wide projecting not more than two feet (2') into the Side Setback.¹
3. Window wells or light wells projecting not more than four feet (4') into the Side Setback.¹
4. Roof overhangs or eaves projecting not more than two feet (2') into the Side Setback. A one foot (1') roof or eave overhang is permitted on Lots with a Side Setback of less than five feet (5').¹
5. Window sills, belt courses, trim, cornices, exterior siding, or other ornamental features projecting not more than six inches (6") into the Side Setback.
6. Patios, decks, pathways, steps, or similar Structures not more than thirty inches (30") in height from Final Grade.
7. Fences or walls not more than six feet (6') in height or as permitted in Section 15-4-2.
8. Driveways leading to a garage or Parking Area.
9. Pathway or steps connecting to a City staircase or pathway.
10. Detached Accessory Buildings, not more than eighteen feet (18') in height, including any free-standing Solar Energy Systems, located a minimum of five feet (5') behind the front facade of the Main Building, maintaining a minimum Side Setback of three feet (3'). See the following illustration:



11. Mechanical equipment (which must be screened), hot tubs, or similar Structures located at least three feet (3') from the Side Lot Line.
- J. **SNOW RELEASE**. Site plans and Building designs must resolve snow release issues to the satisfaction of the Chief Building Official.
- K. **CLEAR VIEW OF INTERSECTION**. No visual obstruction in excess of two feet (2') in height above Road Grade shall be placed on any Corner Lot within the Site Distance Triangle. A reasonable number of trees may be allowed, if pruned high enough to permit automobile drivers an unobstructed view. This provision must not require changes in the Natural Grade on the Site.
- L. **MASTER PLANNED DEVELOPMENTS**. The Planning Commission may increase or decrease Setbacks in Master Planned Developments in accordance with Section 15-6-5 (C); however the above Grade spacing between houses shall be consistent with the spacing that would result from required Setbacks of the Zone and shall be Compatible with the historic character of the surrounding residential neighborhood. The Planning Commission may increase or decrease Maximum Building Footprint in Master Planned Developments in accordance with Section 15-6-5 (B).

¹Applies only to Lots with a minimum Side Setback of five feet (5')

HISTORY

Adopted by Ord. 00-51 on 9/21/2000

Amended by Ord. 06-56 on 7/27/2006

Amended by Ord. 09-10 on 3/5/2009

Amended by Ord. 10-14 on 4/15/2010

Amended by Ord. 15-35 on 10/12/2015

Amended by Ord. 2016-44 on 9/15/2016

Amended by Ord. 2018-27 on 5/31/2018

Amended by Ord. 2018-27 on 5/31/2018

Amended by Ord. 2018-43 on 7/19/2018

Exhibit 5 – LMC § 15-2.3-7 Development on Steep Slopes

15-2.3-7 Development On Steep Slopes

Development on Steep Slopes must be environmentally sensitive to hillside Areas, carefully planned to mitigate adverse effects on neighboring land and Improvements, and consistent with the Design Guidelines for Park City's Historic Districts and Historic Sites, and Chapter 5.

For the purpose of measuring Slope, the measurement shall include a minimum horizontal distance of fifteen feet (15') measured perpendicular to the contour lines on the certified topographic survey. The measurement shall quantify the steepest Slope within the Building Footprint and any Access driveway.

A. ~~CONDITIONAL USE~~ Steep Slope Determination

1. A Steep Slope Conditional Use permit or Administrative Conditional Use Permit is required for construction of any Structure with a Building Footprint in excess of two hundred square feet (200 sq. ft.) if said Building Footprint is located on or projecting over an existing Slope of thirty percent (30%) or greater.
2. A Steep Slope Conditional Use permit or Administrative Conditional Use Permit is required for construction of any addition to an existing Structure, when the Building Footprint of the addition is in excess of two hundred square feet (200 sq. ft.), if the Building Footprint of the addition is located on or projecting over an existing Slope of thirty percent (30%) or greater.
3. A Steep Slope Conditional Use permit or Administrative Conditional Use Permit is required for any Access driveway located on or projecting over an existing Slope of (30%) or greater.

B. ~~Permits Required.~~

1. On Lots with 3,750 square feet or less, an Administrative Conditional Use Permit shall be processed by the Planning Department.
2. On Lots greater than 3,750 square feet, a Conditional Use Permit is required. The Planning Department shall review all Steep Slope Conditional Use permit Applications and forward a recommendation to the Planning Commission.

~~C. For the purpose of measuring Slope, the measurement shall include a minimum horizontal distance of fifteen feet (15') measured perpendicular to the contour lines on the certified topographic survey. The measurement shall quantify the steepest Slope within the Building Footprint and any Access driveway.~~

D. ~~Conditional Use Permit Criteria~~

~~The Planning Department shall review all Steep Slope Conditional Use permit Applications and forward a recommendation to the Planning Commission.~~ The Planning Commission may review Steep Slope Conditional Use permit Applications as Consent Calendar items. Steep Slope Conditional Use permit Applications shall be subject to the following criteria:

1. **LOCATION OF DEVELOPMENT.** Development is located and designed to reduce visual and environmental impacts of the Structure.
2. **VISUAL ANALYSIS.** The Applicant must provide the Planning Department with a visual analysis of the project from key Vantage Points:
 - a. To determine potential impacts of the proposed Access, and Building mass and design; and
 - b. To identify the potential for Screening, Slope stabilization, erosion mitigation, vegetation protection, and other design opportunities.
3. **ACCESS.** Access points and driveways must be designed to minimize Grading of the natural topography and to reduce overall Building scale. ~~Common driveways~~ Shared Driveways and Parking Areas, and side Access to garages are strongly encouraged, where feasible.
4. **TERRACING.** The project may include terraced retaining Structures if necessary to regain Natural Grade.
5. **BUILDING LOCATION.** Buildings, Access, and infrastructure must be located to minimize cut and fill that would alter the perceived natural topography of the Site. The Site design and Building Footprint must coordinate with adjacent Properties to maximize opportunities for open Areas and preservation of natural vegetation, to minimize driveway and Parking Areas, and to provide variation of the Front Yard.
6. **BUILDING FORM AND SCALE.** Where Building masses orient against the Lot's existing contours, the Structures must be stepped with the Grade and broken into a series of individual smaller components that are Compatible with the District. Low profile Buildings that orient with existing contours are strongly encouraged. The garage must be subordinate in design to the main Building. In order to decrease the perceived bulk of the Main Building, the Planning Director and/or Planning Commission may require a garage separate from the main Structure or no garage.
7. **SETBACKS.** The Planning Department and/or Planning Commission may require an increase in one or more Setbacks to minimize the creation of a "wall effect" along the Street front and/or the Rear Lot Line. The Setback variation will be a function of the Site constraints, proposed Building scale, and Setbacks on adjacent Structures.
8. **DWELLING VOLUME.** The maximum volume of any Structure is a function of the Lot size, Building Height, Setbacks, and provisions set forth in this Chapter. The Planning Department and/or Planning Commission may further limit the volume of a proposed Structure to minimize its visual mass and/or to mitigate differences in scale between a proposed Structure and existing Structures.

9. **BUILDING HEIGHT (STEEP SLOPE).** The Zone Height in the HR-2 District is twenty-seven feet (27') and is restricted as stated above in Section 15-2.3-6. The Planning Department and/or Planning Commission may require a reduction in Building Height for all, or portions, of a proposed Structure to minimize its visual mass and/or to mitigate differences in scale between the proposed Structure and the ~~historic~~ Historic character of the neighborhood's existing residential Structures.

HISTORY

Adopted by Ord. [00-51](#) on 9/21/2000

Amended by Ord. [06-56](#) on 7/27/2006

Amended by Ord. [09-10](#) on 3/5/2009

Amended by Ord. [10-14](#) on 4/15/2010

Amended by Ord. [15-35](#) on 10/12/2015

Amended by Ord. [2016-44](#) on 9/15/2016

Council Agenda Item Report

Meeting Date: January 29, 2019

Submitted by: Nate Rockwood

Submitting Department: Budget, Debt & Grants

Item Type: Resolution

Agenda Section:

Subject:

Consideration to Adopt Resolution 03-2019, a Resolution Authorizing the Issuance of General Obligation Refunding Bonds

(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Refunding General Obligation Bonds Staff Report](#)

[Refunding General Obligation Bond Resolution](#)

City Council Staff Report



Subject: 2008 General Obligation Bond Refunding – Authorizing Resolution
Author: Nate Rockwood
Department: Budget Department
Date: January 29, 2019
Type of Item: Legislative

Summary Recommendation

Staff recommends that City Council approve the attached Authorizing Resolution to set refunding parameters for the 2008 Series \$10 million General Obligation (GO) bonds which were sold on December 22, 2008. The resolution is necessary to refund (refinance) the bonds and authorizes the pricing and sale of the 2019 refunding bonds, which is expected on or around February 20, 2019. The refunding bonds will be sold with the 2019 GO bonds.

Background

In 2008, the City issued GO bonds for the purchase of open space. The bonds were originally authorized by Park City voters for open space acquisition in November 2006. As part of the bond issuance, the bonds included a redemption period at year 9. Therefore, on or after November 1, 2018 the bonds have been callable. Staff recommends that the City take advantage of the current market's favorable rates and cost of issuance savings associated with selling refunding bonds with the 2019 series GO bonds.

Analysis

\$4.8 million in principal remain on the 2008 bonds with an interest rate of about 5% annually. It is expected that the combined Park City property tax payer will realize a NPV savings of approximately 5.8% or \$271,000 over the remaining 6 year term of the bonds. By combining the refunding with the issuance of the 2019 GO bonds, cost of issuance will be minimal. The interest savings of the refunding will be reflected in property tax rates over the next 6 years.

The attached authorizing resolution sets the parameters of the GO refunding bond issuance, delegates final approval of bond terms to the City Manager as the *Designated Officer*, and initiates the process required for the issuance of the bonds. The resolution sets the maximum principal issuance amount at \$5,000,000 with a maximum term of 6% interest, not more than 6 years, and 2% discount from par. These terms are intentionally set high to allow flexibility in the bond pricing structure. While markets are difficult to predict, staff anticipates that the actual interest rate of the bonds would be closer to the current rate between 2.5 to 2.7%, than the maximum. The maturity of the bond will be 6 years (this matches the years remaining on the current 2008 series bonds). The parameters allow for a maximum 2% discount from par, which would be necessary if interest rates were higher than the coupon rate on the bond. It is anticipated that the sale of the bonds would occur on or around February 20, 2019. Staff would proceed with the bond closing on or after March 6, 2019. The bonds will be sold by competitive sale.

Attachments

A – Authorizing Resolution 2008 GO Refunding Bonds

PARK CITY, UTAH

Resolution 03-2019

**Authorizing the Issuance and Sale of
General Obligation Refunding Bonds, Series 2019**

Adopted January 29, 2019

TABLE OF CONTENTS

SECTION		PAGE
ARTICLE I	DEFINITIONS	2
Section 101.	Definitions.....	2
Section 102.	Rules of Construction	4
Section 103.	Authority for Bond Resolution	5
ARTICLE II	AUTHORIZATION, TERMS AND ISSUANCE OF BONDS	5
Section 201.	Authorization of Bonds, Principal Amount, Designation and Series	5
Section 202.	Purpose.....	5
Section 203.	Issue Date.....	5
Section 204.	Bond Details; Delegation of Authority	5
Section 205.	Denominations and Numbers.....	7
Section 206.	Paying Agent and Bond Registrar.....	7
Section 207.	Redemption and Redemption Price; Notice of Redemption	7
Section 208.	Acceptance of Bid; Issuance, Sale and Delivery of Bonds.....	9
Section 209.	Execution of Bonds.....	9
Section 210.	Delivery of the Bonds; Application of Proceeds	10
Section 211.	Continuing Disclosure Undertaking	10
Section 212.	Further Authority	11
Section 213.	Establishment of Accounts	11
ARTICLE III	TRANSFER AND EXCHANGE OF BONDS; BOND REGISTRAR	11
Section 301.	Transfer of Bonds.	11
Section 302.	Exchange of Bonds	12
Section 303.	Bond Registration Books	12
Section 304.	List of Bondowners.....	13
Section 305.	Duties of Bond Registrar	13
ARTICLE IV	BOOK-ENTRY SYSTEM; LIMITED OBLIGATION OF ISSUER; LETTER OF REPRESENTATIONS.....	13
Section 401.	Book-Entry System; Limited Obligation of Issuer	13
Section 402.	Letter of Representations	14
Section 403.	Transfers Outside Book-Entry System	14
Section 404.	Payments to Cede.....	15
ARTICLE V	COVENANTS AND UNDERTAKINGS	15
Section 501.	Covenants of Issuer.....	15

SECTION	PAGE
Section 502.	Levy of Taxes; Bond Account15
Section 503.	Arbitrage Covenant; Covenant to Maintain Tax- Exemption16
ARTICLE VI	FORM OF BONDS17
Section 601.	Form of Bonds17
ARTICLE VII	MISCELLANEOUS24
Section 701.	Final Official Statement.....24
Section 702.	Preliminary Official Statement Deemed Final.....24
Section 704.	Notice of Bonds to be Issued24
Section 705.	Payments Due on Non-Business Days.....25
Section 706.	Ratification.....25
Section 707.	Severability25
Section 708.	Conflict25
Section 709.	Captions25
Section 710.	Effective Date25
SIGNATURES	26
EXHIBIT 1	— FORM OF CONTINUING DISCLOSURE UNDERTAKING
EXHIBIT 2	— FORM OF OFFICIAL STATEMENT
EXHIBIT 3	— FORM OF NOTICE OF BONDS TO BE ISSUED
EXHIBIT 4	— FORM OF CERTIFICATE OF DETERMINATION

RESOLUTION 03-2019

A RESOLUTION AUTHORIZING THE SALE AND ISSUANCE OF UP TO \$5,000,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2019 OF PARK CITY, UTAH; AND PROVIDING FOR RELATED MATTERS.

*** *** ***

WHEREAS, pursuant to the applicable provisions of the Act, the Issuer has authority to refund a portion of the now outstanding general obligation bonds of the Issuer in advance of their maturity dates, and, in order to benefit the Issuer and the inhabitants of the Issuer by achieving a debt service savings on the Issuer's general obligation bonds, the Issuer desires to issue general obligation bonds for the purpose of refunding and redeeming such outstanding general obligation bonds prior to their respective stated maturity dates; and

WHEREAS, it is the finding and determination of the Issuer that the refunding of such outstanding general obligation bonds of the Issuer is beneficial to the Issuer and to the inhabitants of the Issuer; and

WHEREAS, a notice inviting electronic bids for the purchase of the Bonds will be advertised by electronic dissemination through the PARITY® electronic bid submission system;

WHEREAS, in the opinion of the Issuer, it is in the best interests of the Issuer that (a) the Designated Officer be authorized to (i) accept or reject the bids received for the Bonds pursuant to the PARITY® electronic bid submission system and determine the best bid received that conforms to the parameters, deadlines and procedures set forth in the notice of sale prepared in connection with the advertisement for sale of the Bonds and (ii) approve the final principal amount, maturity amounts, interest rates, dates of maturity and other terms and provisions relating to the Bonds and to execute the Certificate of Determination containing such terms and provisions and (b) the Mayor be authorized to execute the Official Statement with respect to the Bonds;

WHEREAS, Section 11-27-4 of the Utah Code provides for the publication of a Notice of Refunding Bonds to be Issued, and the Issuer desires to cause the publication of such a Notice with respect to the Bonds;

NOW, THEREFORE, Be It Resolved by the City Council of Park City, Utah, as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions. As used in this Bond Resolution (including the preambles hereto), unless the context shall otherwise require, the following terms shall have the following meanings:

“*Act*” means, collectively, the Local Government Bonding Act, Chapter 14 of Title 11, Utah Code Annotated 1953, as amended (the “*Utah Code*”), the Registered Public Obligations Act, Chapter 7 of Title 15 of the Utah Code, the Utah Refunding Bond Act, Chapter 27 of Title 11 of the Utah Code and the applicable provisions of Title 10 of the Utah Code.

“*Bond Account*” means the Bond Account established in Section 213 hereof.

“*Bond Counsel*” means Farnsworth Johnson PLLC or another attorney or a firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States.

“*Bond Registrar*” means each Person appointed by the Issuer as bond registrar and agent for the transfer, exchange and authentication of the Bonds. Pursuant to Section 206 hereof, the initial Bond Registrar is Zions Bancorporation, National Association, of Salt Lake City, Utah.

“*Bond Resolution*” means this Resolution of the Issuer adopted on January 29, 2019 authorizing the issuance and sale of the Bonds.

“*Bondowner*” or “*owner*” means the registered owner of any Bond as shown in the registration books of the Issuer kept by the Bond Registrar for such purpose.

“*Bonds*” means the Issuer’s General Obligation Refunding Bonds, Series 2019 authorized by the Bond Resolution.

“*Cede*” means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds pursuant to Section 401 hereof.

“*Certificate of Determination*” means the Certificate of Determination, a form of which is attached hereto as *Exhibit 4*, of the Designated Officer delivered pursuant to Article 2 of this Resolution, setting forth certain terms and provisions of the Bonds.

“*City Manager*” means the duly qualified and acting City Manager of the Issuer.

“*City Recorder*” means the duly qualified and acting City Recorder of the Issuer or in the absence or disability of such person, such other official as shall be duly authorized to act in the City Recorder’s stead.

“*City Treasurer*” means the duly qualified and acting City Treasurer of the Issuer.

“*Closing Date*” means the date of the initial issuance of the Bonds.

“*Code*” means the Internal Revenue Code of 1986, as amended.

“*Continuing Disclosure Undertaking*” means the Continuing Disclosure Undertaking of the Issuer, in substantially the form attached hereto as *Exhibit 1*, dated the Closing Date, for the purpose of providing continuing disclosure information under Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as may be amended from time to time.

“*Depository Account*” means the Depository Account established in Section 213 hereof.

“*Designated Officer*” means the City Manager, or, in the event of the absence or incapacity of the City Manager, the City Treasurer, or in the event of the absence or incapacity of both the City Manager and the City Treasurer, the Mayor.

“*DTC*” means The Depository Trust Company, New York, New York, and its successors and assigns.

“*Exchange Bond*” means any Exchange Bond as defined in Section 209 hereof.

“*Issuer*” means Park City, Utah.

“*Letter of Representations*” means the Blanket Issuer Letter of Representations from the Issuer to DTC, dated August 26, 1999.

“*Mayor*” means the duly qualified and acting Mayor of the Issuer or in the absence or disability of such person, the duly qualified and acting Mayor Pro Tem of the Issuer.

“*Moody’s*” means Moody’s Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer to the Paying Agent.

“*Official Statement*” means the Official Statement with respect to the Bonds, in substantially the form attached hereto as *Exhibit 2*.

“*Participants*” means those broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository.

“*Paying Agent*” means each Person appointed by the Issuer as paying agent with respect to the Bonds. Pursuant to Section 206 hereof, the initial Paying Agent is Zions Bancorporation, National Association, of Salt Lake City, Utah.

“*Person*” means natural persons, firms, partnerships, associations, corporations, trusts, public bodies and other entities.

“*Purchaser*” means the initial purchaser or purchasers of the Bonds from the Issuer.

“*Rating Agencies*” means Moody’s, if the Bonds are then rated by Moody’s and S&P, if the Bonds are then rated by S&P.

“*Record Date*” means (a) in the case of each interest payment date, the day that is 15 days preceding such interest payment date, or if such day is not a business day for the Bond Registrar, the next preceding day that is a business day for the Bond Registrar, and (b) in the case of each redemption, such record date as shall be specified by the Bond Registrar in the notice of redemption required by Section 207 hereof, *provided* that such record date shall be not less than 15 calendar days before the mailing of such notice of redemption.

“*Refunded Bonds*” means the portion of the Issuer’s currently outstanding Series 2008 Bonds designated as “Refunded Bonds” in the Certificate of Determination.

“*Regulations*” means United States Treasury Regulations dealing with the tax-exempt bond provisions of the Code.

“*Series 2008 Bonds*” means the Issuer’s General Obligation Bonds, Series 2008, dated December 22, 2008, originally issued in the aggregate principal amount of \$10,000,000.

“*Standard & Poor’s*” or “*S&P*” means Standard & Poor’s, a division of The McGraw-Hill Companies, Inc., a corporation organized and existing under the laws of the State of New York, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Standard & Poor’s” or “S&P” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer to the Paying Agent.

“*Tax Certificate*” means any agreement or certificate of the Issuer that the Issuer may execute in order to establish and maintain the excludability of interest on the Bonds from gross income of the owners thereof for federal income tax purposes.

“*United States*” means the government of the United States of America.

“*Utah Code*” means Utah Code Annotated 1953, as amended.

Section 102. Rules of Construction. Unless the context otherwise requires:

(a) references to Articles and Sections are to the Articles and Sections of this Bond Resolution;

(b) the singular form of any word, including the terms defined in Section 101, includes the plural, and vice versa, and a word of any gender includes all genders; and

(c) the terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms as used in this Bond Resolution refer to this Bond Resolution.

Section 103. Authority for Bond Resolution. This Bond Resolution is adopted pursuant to the provisions of the Act.

ARTICLE II

AUTHORIZATION, TERMS AND ISSUANCE OF BONDS

Section 201. Authorization of Bonds, Principal Amount, Designation and Series. In accordance with and subject to the terms, conditions and limitations established by the Act and in the Bond Resolution, a series of General Obligation Bonds of the Issuer is hereby authorized to be issued in the aggregate principal amount of \$5,000,000. If the Designated Officer determines pursuant to Sections 204(b)(i) and 209 hereof that the principal amount to be issued shall be less than \$5,000,000, then the principal amount of such series of bonds shall be limited to the amount so determined by the Designated Officer. The Bonds may be issued in one or more series at one or more times and may be issued together with one or more additional series of general obligation bonds of the Issuer.

Section 202. Purpose. The Bonds are hereby authorized to be issued under authority of the Act for the purpose of (i) refunding the Refunded Bonds in advance of their maturity and (ii) paying certain costs related to the issuance and sale of the Bonds.

Section 203. Issue Date. The Bonds shall be dated as of the Closing Date.

Section 204. Bond Details; Delegation of Authority. (a) The Bonds shall mature on the dates and in the principal amounts, and shall bear interest (calculated on the basis of a year of 360 days consisting of twelve 30-day months) from the Closing Date, payable semiannually each year, at the rates per annum, all as provided in the Certificate of Determination.

(b) There is hereby delegated to the Designated Officer, subject to the limitations contained in the Bond Resolution, the power to determine and effectuate the following with respect to the Bonds and the Designated Officer is hereby authorized to make such determinations and effectuations:

(i) the principal amount of the Bonds necessary to accomplish the purpose of the Bonds set forth in Section 202 herein and the aggregate principal amount of the Bonds to be executed and delivered pursuant to Section 209 herein; *provided* that the aggregate principal amount of the Bonds shall not exceed \$5,000,000;

(ii) the maturity date or dates and principal amount of each maturity of the Bonds to be issued; *provided, however*, that the final maturity of all Bonds shall not be later than six years from their date or dates;

(iii) the interest rate or rates of the Bonds, *provided, however*, that the interest rate or rates to be borne by any Bond shall not exceed six percent (6.00%) per annum;

(iv) the sale of the Bonds to the Purchaser and the purchase price to be paid by the Purchaser for the Bonds; *provided, however*, that the discount from par of the Bonds shall not exceed two percent (2.00%) (expressed as a percentage of the principal amount);

(v) the Bonds, if any, to be retired from mandatory sinking fund redemption payments and the dates and the amounts thereof;

(vi) the optional redemption date of the Bonds, if any;

(vii) the maturity dates and amounts of the Series 2008 Bonds to be refunded as Refunded Bonds by the Bonds (the Designated Officer may determine that it is not beneficial to the Issuer and the inhabitants of the District to refund any of the Series 2008 Bonds and, in the event the Designated Officer makes such determination, none of the Bonds shall be issued);

(viii) the use and deposit of the proceeds of the Bonds; and

(ix) any other provisions deemed advisable by the Designated Officer not materially in conflict with the provisions of the Bond Resolution.

(c) Immediately following the date and time specified in the Official Notice of Bond Sale attached to the Official Statement for the receipt of bids for the purchase of the Bonds, the Designated Officer shall obtain such information as he or she deems necessary to make such determinations as provided above and to determine the bid of the responsible bidder that results in the lowest effective interest rate to the Issuer (the “*Best Bidder*”). Thereupon, the Designated Officer shall make such determinations as provided above, shall award the bid to the Best Bidder and shall execute the Certificate of Determination containing such terms and provisions of the Bonds, which execution shall be conclusive evidence of the awarding of such bid to the Best Bidder and the action or determination of the Designated Officer as to the matters stated therein. The provisions of the Certificate of Determination shall be deemed to be incorporated in Article II hereof. If the Designated Officer determines that it is in the best interest of the Issuer, the Designated Officer may (i) waive any irregularity or informality in any bid or in the electronic bidding process; and (ii) reject any and all bids for the Bonds.

(d) Each Bond shall bear interest from the interest payment date next preceding the date of registration and authentication thereof unless (i) it is registered and authenticated as of an interest payment date, in which event it shall bear interest from the date thereof, or (ii) it is registered and authenticated prior to the first interest payment date, in which event it shall bear interest from its date, or (iii) as shown by the records of the Bond Registrar, interest on the

Bonds shall be in default, in which event it shall bear interest from the date to which interest has been paid in full. The Bond Registrar shall insert the date of registration and authentication of each Bond in the place provided for such purpose in the form of Bond Registrar's certificate of authentication on each Bond. The Bonds shall bear interest on overdue principal at the respective rates provided in the Certificate of Determination.

Section 205. Denominations and Numbers. The Bonds shall be issued as fully-registered bonds, without coupons, in the denomination of \$5,000 or any whole multiple thereof, not exceeding the amount of each maturity. The Bonds shall be numbered with the letter prefix "R-" and from one (1) consecutively upwards in order of issuance.

Section 206. Paying Agent and Bond Registrar. Zions Bancorporation, National Association, of Salt Lake City, Utah, is hereby appointed the initial Paying Agent and Bond Registrar for the Bonds. The Issuer may remove any Paying Agent and any Bond Registrar, and any successor thereto, and appoint a successor or successors thereto. Each Paying Agent and Bond Registrar shall signify its acceptance of the duties and obligations imposed upon it by the Bond Resolution by executing and delivering to the Issuer a written acceptance thereof. The principal of, and premium, if any, and interest on the Bonds shall be payable in any coin or currency of the United States of America that, at the respective dates of payment thereof, is legal tender for the payment of public and private debts. The principal of and premium, if any, on the Bonds shall be payable when due to the owner of each Bond upon presentation and surrender thereof at the principal corporate trust office of the Paying Agent. Payment of interest on each Bond shall be made to the Person that, as of the Record Date, is the owner of the Bond and shall be made by check or draft mailed to the Person that, as of the Record Date, is the owner of the Bond, at the address of such owner as it appears on the registration books of the Issuer kept by the Bond Registrar, or at such other address as is furnished to the Bond Registrar in writing by such owner on or prior to the Record Date.

Section 207. Redemption and Redemption Price; Notice of Redemption. (a) The Bonds may be subject to redemption prior to maturity, at the election of the Issuer, on the date specified in the Certificate of Determination (the "*First Redemption Date*"), and on any date thereafter, in whole or in part, from such maturities or parts thereof as shall be selected by the Issuer, upon notice given as provided below, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the date fixed for redemption. Bonds maturing on or prior to the First Redemption Date are not subject to optional redemption.

(b) The Bonds may be subject to mandatory redemption by operation of sinking fund installments as provided in the Certificate of Determination. If the Bonds are subject to mandatory sinking fund redemption and less than all of the Bonds then outstanding are redeemed in a manner other than pursuant to a mandatory sinking fund redemption, the principal amount so redeemed shall be credited at 100% of the principal amount thereof by the Bond Registrar against the obligation of the Issuer on such mandatory sinking fund redemption dates for the Bonds in such order as directed by the Issuer.

(c) If less than all of the Bonds of any maturity are to be redeemed, the particular Bonds or portion of Bonds of such maturity to be redeemed shall be selected at random by the

Bond Registrar in such manner as the Bond Registrar in its discretion may deem fair and appropriate. The portion of any registered Bond of a denomination of more than \$5,000 to be redeemed will be in the principal amount of \$5,000 or a whole multiple thereof, and in selecting portions of such Bonds for redemption, the Bond Registrar will treat each such Bond as representing that number of Bonds of \$5,000 denomination that is obtained by dividing the principal amount of such Bond by \$5,000.

(d) Notice of redemption shall be given by the Bond Registrar by registered or certified mail, not less than thirty (30) nor more than forty-five (45) days prior to the redemption date, to the owner, as of the Record Date, of each Bond that is subject to redemption, at the address of such owner as it appears in the registration books of the Issuer kept by the Bond Registrar, or at such other address as is furnished to the Bond Registrar in writing by such owner on or prior to the Record Date. Each notice of redemption shall state the Record Date, the principal amount, the redemption date, the place of redemption, the redemption price and, if less than all of the Bonds are to be redeemed, the distinctive numbers of the Bonds or portions of Bonds to be redeemed, and shall also state that the interest on the Bonds in such notice designated for redemption shall cease to accrue from and after such redemption date and that on the redemption date there will become due and payable on each of the Bonds to be redeemed the principal thereof and interest accrued thereon to the redemption date. Each notice of optional redemption may further state that such redemption shall be conditional upon the receipt by the Paying Agent, on or prior to the date fixed for such redemption, of moneys sufficient to pay the principal of and premium, if any, and interest on such Bonds to be redeemed and that if such moneys shall not have been so received said notice shall be of no force and effect and the Issuer shall not be required to redeem such Bonds. In the event that such notice of redemption contains such a condition and such moneys are not so received, the redemption shall not be made and the Bond Registrar shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the owner receives such notice. Failure to give such notice or any defect therein with respect to any Bond shall not affect the validity of the proceedings for redemption with respect to any other Bond.

(e) In addition to the foregoing notice under subsection (c) above, further notice of such redemption shall be given by the Bond Registrar as set out below, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner affect the validity of a call for redemption if notice thereof is given as prescribed above.

(i) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (A) the CUSIP numbers of all Bonds being redeemed; (B) the date of issue of the Bonds as originally issued; (C) the rate of interest borne by each Bond being redeemed; (D) the maturity date of each Bond being redeemed; and (E) any other descriptive information needed to identify accurately the Bonds being redeemed.

(ii) Each further notice of redemption shall be sent at least thirty-five (35) days before the redemption date to DTC in accordance with the operating procedures then in effect for DTC, and to all other registered securities depositories then in the

business of holding substantial amounts of obligations of types comprising the Bonds designated to the Bond Registrar by the Issuer, to the Rating Agencies and to any other nationally recognized information services as designated by the Issuer to the Bond Registrar.

(f) If notice of redemption shall have been given as described above and the condition described in Section 207(c) hereof, if any, shall have been met, the Bonds or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date therein designated, and if, on the redemption date, moneys for the payment of the redemption price of all the bonds to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, then from and after the redemption date interest on such bonds shall cease to accrue and become payable.

(g) Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number or numbers identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

(h) The Bond Registrar shall also give any notice of the “defeasance” or redemption of the Bonds that may be required by the Continuing Disclosure Undertaking provided that the Issuer shall provide to the Bond Registrar any documents or other information that the Bond Registrar requests to provide such notice.

Section 208. Issuance, Sale and Delivery of Bonds. Under authority of the Act, the Bonds shall be issued by the Issuer for the purpose set forth in Section 202 hereof. The Bonds shall be delivered to the Purchaser and the proceeds of sale thereof applied as provided in Section 210 hereof.

Section 209. Execution of Bonds. The Bonds shall be executed on behalf of the Issuer by the Mayor and attested and countersigned by the City Recorder (the signatures of the Mayor and City Recorder being either manual or by facsimile) and the official seal of the Issuer or a facsimile thereof shall be impressed or printed thereon. The use of such manual or facsimile signatures of the Mayor and the City Recorder and such facsimile or impression of the official seal of the Issuer on the Bonds are hereby authorized, approved and adopted by the Issuer as the authorized and authentic execution, attestation, countersignature and sealing of the Bonds by said officials on behalf of the Issuer. The Bonds shall then be delivered to the Bond Registrar for manual authentication by it. Only such of the Bonds as shall bear thereon a certificate of authentication, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of the Bond Resolution, and such certificate of the Bond Registrar shall be conclusive evidence that the Bonds so authenticated have been duly authenticated and delivered under, and are entitled to the benefits of, this Bond Resolution and that the owner thereof is entitled to the benefits of this Bond Resolution. The certificate of authentication of the Bond Registrar on any Bond shall be deemed to have been executed by it if (i) such Bond is signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder or that all of the Bonds hereunder be authenticated by the same Bond Registrar, and

(ii) the date of registration and authentication of the Bond is inserted in the place provided therefor on the certificate of authentication.

The Mayor and the City Recorder are authorized to execute, countersign, attest and seal from time to time, in the manner described above, Bonds (the “*Exchange Bonds*”) to be issued and delivered for the purpose of effecting transfers and exchanges of Bonds pursuant to Article III hereof. At the time of the execution, countersigning, attestation and sealing of the Exchange Bonds by the Issuer, the payee, principal amount, maturity and interest rate may be in blank. Upon any transfer or exchange of Bonds pursuant to Article III hereof, the Bond Registrar shall cause to be inserted in appropriate Exchange Bonds the appropriate payee, principal amount, maturity and interest rate. The Bond Registrar is hereby authorized and directed to hold the Exchange Bonds and to complete, authenticate and deliver the Exchange Bonds for the purpose of effecting transfers and exchanges of Bonds; *provided* that any Exchange Bonds authenticated and delivered by the Bond Registrar shall bear the same series, maturity and interest rate as Bonds delivered to the Bond Registrar for exchange or transfer and shall bear the name of such payee as the Bondowner requesting an exchange or transfer shall designate; and *provided further* that upon the delivery of any Exchange Bonds by the Bond Registrar a like principal amount of Bonds submitted for transfer or exchange, and of like series and having like maturity dates and interest rates, shall be cancelled. The execution, countersignature, attestation and sealing by the Issuer and delivery to the Bond Registrar of any Exchange Bond shall constitute full and due authorization of such Bond containing such payee, principal amount, maturity and interest rate as the Bond Registrar shall cause to be inserted, and the Bond Registrar shall thereby be authorized to authenticate and deliver such Exchange Bond in accordance with the provisions hereof.

In case any officer whose signature or a facsimile of whose signature shall appear on any Bond (including any Exchange Bond) shall cease to be such officer before the issuance or delivery of such Bond, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until such issuance or delivery, respectively.

Section 210. Delivery of the Bonds; Application of Proceeds. The City Manager, City Treasurer, Budget Officer or other officer of the Issuer is hereby authorized and instructed to make delivery of the Bonds to the Purchaser and to receive payment therefor in accordance with the terms of sale and to set the proceeds of sale of the Bonds, together with any legally available funds of the Issuer (including monies held by the Issuer for payment of debt service on the Refunded Bonds) in the amount specified in the Certificate of Determination, aside for deposit and use as provided in the Certificate of Determination.

Section 211. Continuing Disclosure Undertaking. The Mayor is hereby authorized, empowered and directed to execute and deliver, and the City Recorder to seal, countersign, and attest, the Continuing Disclosure Undertaking (the “*Continuing Disclosure Undertaking*”) in substantially the same forms as now before the City Council of the Issuer and attached hereto as *Exhibit 1*, respectively, or with such changes therein as the Mayor shall approve, his execution thereof to constitute conclusive evidence of his approval of such changes. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the Issuer as herein provided, the

Continuing Disclosure Undertaking will be binding on the Issuer and the officers, employees and agents of the Issuer, and the officers, employees and agents of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Bond Resolution, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Undertaking.

Section 212. Further Authority. The Mayor and the City Recorder and other officers of the Issuer are, and each of them is, hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may be necessary or advisable to provide for the issuance, sale, registration and delivery of the Bonds and to fulfill the obligations of the Issuer hereunder and thereunder.

Section 213. Establishment of Accounts. (a) The following accounts on the accounting records of the Issuer are hereby created, which are to be held as follows:

- (i) Bond Account, to be held by the Issuer; and
- (ii) Depository Account, to be held by the Paying Agent.

(b) Pending application for the purposes contemplated hereby, moneys on deposit in the Bond Account and the Depository Account shall be invested as permitted by law in investments approved by the City Manager or other authorized officer of the Issuer. Following the earlier of 60 days after the Closing Date or the date upon which all of the costs of issuance of the Bonds have been paid, any moneys remaining from the sale proceeds of the Bonds held by the Paying Agent at the direction of the City Manager, City Treasurer, Budget Officer or other officer of the Issuer pursuant to Section 210 hereof to pay the costs of issuance of behalf of the Issuer shall be transferred to the Depository Account and used to pay interest on the Bonds.

Section 214. Authorization of Redemption Prior to Maturity of Refunded Bonds. The Refunded Bonds shall be called for redemption on the date specified in the Certificate of Determination, at the redemption price of one hundred percent (100%) of the principal amount of each such Series 2008 Bond so called for redemption plus accrued interest thereon to the date fixed for redemption. Notice of such redemption shall be given as provided in the bond resolution for the Series 2008 Bonds.

ARTICLE III

TRANSFER AND EXCHANGE OF BONDS; BOND REGISTRAR

Section 301. Transfer of Bonds. (a) Any Bond may, in accordance with its terms, be transferred, upon the registration books kept by the Bond Registrar pursuant to Section 303 hereof, by the Person in whose name it is registered, in person or by such owner's duly

authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Bond Registrar. No transfer shall be effective until entered on the registration books kept by the Bond Registrar. The Issuer, the Bond Registrar and the Paying Agent may treat and consider the Person in whose name each Bond is registered in the registration books kept by the Bond Registrar as the holder and absolute owner thereof for the purpose of receiving payment of, or on account of, the principal or redemption price thereof and interest due thereon and for all other purposes whatsoever.

(b) Whenever any Bond or Bonds shall be surrendered for transfer, the Bond Registrar shall authenticate and deliver a new fully-registered Bond or Bonds (which may be an Exchange Bond or Bonds pursuant to Section 209 hereof) of the same series, designation, maturity and interest rate and of authorized denominations duly executed by the Issuer, for a like aggregate principal amount. The Bond Registrar shall require the payment by the Bondowner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer. With respect to each Bond, no such transfer shall be required to be made (i) after the Record Date with respect to any interest payment date to and including such interest payment date, or (ii) after the Record Date with respect to any redemption of such Bond.

(c) The Bond Registrar shall not be required to register the transfer of or exchange any Bond selected for redemption, in whole or in part, except the unredeemed portion of Bonds being redeemed in part. Upon surrender of any Bond redeemed in part only, the Issuer shall execute, and the Bond Registrar shall authenticate and deliver to the Bondowner at the expense of the Issuer, a new Bond or Bonds (which may be an Exchange Bond or Bonds pursuant to Section 209 hereof) of the same series, designation, maturity and interest rate and of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Bond surrendered.

Section 302. Exchange of Bonds. Bonds may be exchanged at the principal corporate trust office of the Bond Registrar for a like aggregate principal amount of fully-registered Bonds (which may be an Exchange Bond or Bonds pursuant to Section 209 hereof) of the same series, designation, maturity and interest rate of other authorized denominations. The Bond Registrar shall require the payment by the Bondowner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. With respect to each Bond, no such exchange shall be required to be made (a) after the Record Date with respect to any interest payment date to and including such interest payment date, or (b) after the Record Date with respect to any redemption of such Bond.

Section 303. Bond Registration Books. This Bond Resolution shall constitute a system of registration within the meaning and for all purposes of the Registered Public Obligations Act, Chapter 7 of Title 15 of the Utah Code. The Bond Registrar shall keep or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of the Bonds, which shall at all times be open to inspection by the Issuer; and, upon presentation for such purpose, the Bond Registrar shall, under such reasonable regulations as it may prescribe, register or transfer, or cause Bonds to be registered or transferred on those books as herein provided.

Section 304. List of Bondowners. The Bond Registrar shall maintain a list of the names and addresses of the owners of all Bonds and upon any transfer shall add the name and address of the new Bondowner and eliminate the name and address of the transferor Bondowner.

Section 305. Duties of Bond Registrar. If requested by the Bond Registrar, the Mayor and the City Recorder are authorized to execute the Bond Registrar's standard form of agreement between the Issuer and the Bond Registrar with respect to the compensation, obligations and duties of the Bond Registrar hereunder, which may include the following:

- (a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Bondowners as set forth herein and to furnish such list to the Issuer upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of Bonds as provided herein;
- (d) to cancel and/or destroy Bonds that have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;
- (e) to furnish the Issuer at least annually a certificate with respect to Bonds cancelled and/or destroyed;
- (f) to furnish to the Issuer, at its request, at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds; and
- (g) to comply with all applicable provisions of DTC's operational arrangements, as provided in Section 402 hereof.

ARTICLE IV

BOOK-ENTRY SYSTEM; LIMITED OBLIGATION OF ISSUER; LETTER OF REPRESENTATIONS

Section 401. Book-Entry System; Limited Obligation of Issuer. (a) The Bonds shall be initially issued in the form of a separate, single, certificated, fully-registered Bond for each of the maturities set forth in Section 204 hereof. Upon initial issuance, the ownership of each such Bond shall be registered in the registration books kept by the Bond Registrar in the name of Cede, as nominee of DTC. Except as provided in Section 403 hereof, all of the outstanding Bonds shall be registered in the registration books kept by the Bond Registrar in the name of Cede, as nominee of DTC.

(b) With respect to Bonds registered in the registration books kept by the Bond Registrar in the name of Cede, as nominee of DTC, the Issuer, the Bond Registrar and the Paying

Agent shall have no responsibility or obligation to any such Participant or to any Person on behalf of which such a Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Issuer, the Bond Registrar and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other Person, other than a Bondowner, as shown in the registration books kept by the Bond Registrar, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other Person, other than a Bondowner, as shown in the registration books kept by the Bond Registrar, of any amount with respect to the principal of or premium, if any, or interest on the Bonds. The Issuer, the Bond Registrar and the Paying Agent may treat and consider the Person in whose name each Bond is registered in the registration books kept by the Bond Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, for the purpose of giving notices of redemption and for all other purposes whatsoever. The Paying Agent shall pay all principal of, and premium, if any, and interest on, the Bonds only to the respective Bondowners, as shown in the registration books kept by the Bond Registrar, or their respective attorneys duly authorized in writing, as provided in Section 206 hereof, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of, and premium, if any, and interest on, the Bonds to the extent of the sum or sums so paid. No Person other than a Bondowner, as shown in the registration books kept by the Bond Registrar, shall receive a certificated Bond evidencing the obligation of the Issuer to make payments of principal, premium, if any, and interest pursuant to the Bond Resolution.

(c) Upon delivery by DTC to the Issuer of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions herein with respect to Record Dates, the word "*Cede*" in this Bond Resolution shall refer to such new nominee of DTC; and upon receipt of such a notice the Issuer shall promptly deliver a copy of the same to the Bond Registrar and the Paying Agent.

Section 402. Letter of Representations. The Issuer's prior execution and delivery of the Letter of Representations shall not in any way limit the provisions of Section 401 hereof or in any other way impose upon the Issuer any obligation whatsoever with respect to Persons having interests in the Bonds other than the Bondowners, as shown on the registration books kept by the Bond Registrar. In the written acceptance of each Paying Agent and Bond Registrar referred to in Section 206 hereof, such Paying Agent and Bond Registrar, respectively, shall agree to take all action necessary for all of DTC's operational arrangements pertaining to the Paying Agent and Bond Registrar, respectively, to at all times be complied with.

Section 403. Transfers Outside Book-Entry System. At the option of the Issuer or upon receipt by the Issuer of written notice from DTC that DTC is unable or unwilling to discharge its responsibilities, and no substitute depository willing to undertake the functions of DTC hereunder can be found that is willing and able to undertake such functions upon reasonable and customary terms, the Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede, as nominee of DTC, but may be

registered in whatever name or names Bondowners transferring or exchanging Bonds shall designate, in accordance with the provisions of Article III hereof.

Section 404. Payments to Cede. Notwithstanding any other provision of this Bond Resolution to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Letter of Representations.

ARTICLE V

COVENANTS AND UNDERTAKINGS

Section 501. Covenants of Issuer. All covenants, statements, representations and agreements contained in the Bonds and all recitals and representations in the Bond Resolution are hereby considered and understood, and it is hereby confirmed that all such covenants, statements, representations and agreements are the covenants, statements, representations and agreements of the Issuer.

Section 502. Levy of Taxes; Bond Account The Issuer covenants and agrees that to pay the interest falling due on the Bonds as the same becomes due, and also to provide a sinking fund for the payment of the principal of the Bonds at maturity, there shall be levied on all taxable property in the City in addition to all other taxes, a direct annual tax sufficient to pay the interest on the Bonds and to pay and retire the same. These taxes when collected shall be applied solely for the purpose of the payment of the interest on and principal of the Bonds, respectively, and for no other purpose whatsoever until the indebtedness so contracted under the Bond Resolution, principal and interest, shall have been fully paid, satisfied and discharged, but nothing herein contained shall be so construed as to prevent the Issuer from applying any other funds that may be in the Issuer's treasury and available for that purpose to the payment of such interest and principal as the same respectively become due and mature. The levy or levies herein provided for may thereupon be diminished to that extent. The sums herein provided for to meet the interest on the Bonds and to discharge the principal thereof when due are hereby appropriated for that purpose, and the required amount for each year shall be included by the Issuer in its annual budget and its statement and estimate as certified to the Board of County Commissioners of Summit County, Utah and the Board of County Commissioners of Wasatch County, Utah, in each year. Principal or interest falling due at any time when there shall not be available from the proceeds of the levies described in this Section money sufficient for the payment thereof shall, to the extent of such deficiency, be paid from other funds of the Issuer available for such purpose, and such other funds shall be reimbursed when the proceeds of such levies become available.

On or prior to the second business day next preceding each date on which payment of principal of or interest on the Bonds is to be made, the Issuer shall deposit into the Bond Account an amount sufficient to pay principal of and interest on the Bonds on such payment date. Moneys remaining on deposit immediately after each such payment date, including any investment earnings thereon earned during the period of such deposit, shall be immediately

withdrawn from the Bond Account by the Issuer and commingled with the general funds of the Issuer. The Issuer has established the Bond Account primarily to achieve a proper matching of revenues and debt service on the Bonds. The Bond Account shall be depleted at least once each year by the Issuer, except for a reasonable carryover amount not to exceed the greater of one year's earnings on the Bond Account or one-twelfth of the annual debt service on the Bonds.

Section 503. Arbitrage Covenant; Covenant to Maintain Tax-Exemption. (a) The Mayor, the City Recorder and other appropriate officials of the Issuer are hereby authorized and directed to execute such Tax Certificates as shall be necessary to establish that (i) the Bonds are not "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations, (ii) the Bonds are not and will not become "private activity bonds" within the meaning of Section 141 of the Code, (iii) all applicable requirements of Section 149 of the Code are and will be met, (iv) the covenants of the Issuer contained in this Section will be complied with and (v) interest on the Bonds is not and will not become includible in gross income of the owners thereof for federal income tax purposes under the Code and applicable Regulations.

(b) The Issuer covenants and certifies to and for the benefit of the owners from time to time of the Bonds that:

(i) it will at all times comply with the provisions of any Tax Certificates;

(ii) it will at all times comply with the rebate requirements contained in Section 148(f) of the Code and the Regulations, including, without limitation, the entering into any necessary rebate calculation agreement to provide for the calculations of amounts required to be rebated to the United States, the keeping of records necessary to enable such calculations to be made, the creation of any rebate fund to provide for the payment of any required rebate and the timely payment to the United States of all amounts, including any applicable penalties and interest, required to be rebated, except to the extent that the Bonds are not subject to such arbitrage rebate requirements;

(iii) no use will be made of the proceeds of the issue and sale of the Bonds, or any funds or accounts of the Issuer that may be deemed to be proceeds of the Bonds, pursuant to Section 148 of the Code and applicable Regulations, which use, if it had been reasonably expected on the date of issuance of the Bonds, would have caused the Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code;

(iv) it will not use or permit the use of any of its facilities or properties in such manner that such use would cause the Bonds to be "private activity bonds" described in Section 141 of the Code;

(v) no bonds or other evidences of indebtedness of the Issuer (other than the Bonds) have been or will be issued, sold or delivered within a period beginning 15 days prior to the sale of the Bonds and ending 15 days following the delivery of the Bonds, other than the Bonds;

(vi) it will not take any action that would cause interest on the Bonds to be or to become ineligible for the exclusion from gross income of the owners of the Bonds as provided in Section 103 of the Code, nor will it omit to take or cause to be taken in timely manner any action, which omission would cause interest on the Bonds to be or to become ineligible for the exclusion from gross income of the owners of the Bonds as provided in Section 103 of the Code;

(vii) it recognizes that Section 149(a) of the Code requires the Bonds to be issued and to remain in fully registered form in order that interest thereon is excludable from gross income of the owners thereof for federal income tax purposes under laws in force at the time the Bonds are initially delivered and the Issuer agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form without an opinion of Bond Counsel to the effect that such action will not adversely affect the excludability of interest on the Bonds from the gross income of the owners thereof for federal income tax purposes; and

(viii) it acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from federal income taxation for interest paid on the Bonds, under present rules, the Issuer may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination.

Pursuant to these covenants, the Issuer obligates itself to comply throughout the term of the issue of the Bonds with the requirements of Section 103 of the Code and the Regulations proposed or promulgated thereunder.

ARTICLE VI

FORM OF BONDS

Section 601. Form of Bonds. Each fully-registered Bond shall be, respectively, in substantially the following form, with such insertions or variations as to any redemption or amortization provisions and such other insertions or omissions, endorsements and variations as may be required (including, but not limited to, such changes as may be necessary if the Bonds at any time are no longer held in book-entry form as permitted by Section 403 hereof):

[FORM OF BOND]

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Registered

Registered

UNITED STATES OF AMERICA

STATE OF UTAH

PARK CITY

GENERAL OBLIGATION BOND, SERIES 2019

Number R-_____

\$_____

INTEREST RATE:

MATURITY DATE:

DATED DATE:

CUSIP:

_____%

_____, ____

_____, 2019

REGISTERED OWNER:

PRINCIPAL AMOUNT: ----- DOLLARS-----

KNOW ALL MEN BY THESE PRESENTS that Park City, Utah (the "Issuer"), a duly organized and existing municipal corporation and a political subdivision of the State of Utah, acknowledges itself indebted and for value received hereby promises to pay to the registered owner identified above, or registered assigns, on the maturity date identified above, upon presentation and surrender hereof, the principal amount identified above (the "Principal Amount"), and to pay the registered owner hereof interest on the balance of the Principal Amount from time to time remaining unpaid from the interest payment date next preceding the date of registration and authentication of this Bond, unless this Bond is registered and authenticated as of an interest payment date, in which event this Bond shall bear interest from such interest payment date, or unless this Bond is registered and authenticated prior to the first interest payment date, in which event this Bond shall bear interest from the dated date identified above (the "Dated Date"), or unless, as shown by the records of the hereinafter referred to Bond Registrar, interest on the hereinafter referred to Bonds shall be in default, in which event this Bond shall bear interest from the date to which interest has been paid in full, at the interest rate

per annum (calculated on the basis of a year of 360 days consisting of twelve 30-day months) identified above (the “*Interest Rate*”), payable semiannually on _____ 1 and _____ 1 in each year, commencing _____ 1, _____, until payment in full of the Principal Amount, except as the provisions set forth in the hereinafter defined Bond Resolution with respect to redemption prior to maturity may become applicable hereto. This Bond shall bear interest on overdue principal at the Interest Rate. Principal of and premium, if any, on this Bond shall be payable upon presentation and surrender hereof at the principal corporate trust office of Zions Bancorporation, National Association, of Salt Lake City, Utah, as Paying Agent for the Bonds, or at the principal corporate trust office of any successor who is at the time the Paying Agent of the Issuer, in any coin or currency of the United States of America that at the time of payment is legal tender for the payment of public and private debts; and payment of the interest hereon shall be made to the registered owner hereof and shall be paid by check or draft mailed to the person who is the registered owner of record on the Record Date.

This Bond is one of the General Obligation Bonds, Series 2019 of the Issuer (the “*Bonds*”), limited to the aggregate principal amount of _____ Dollars (\$_____), dated as of the Dated Date, issued under and by virtue of the Local Government Bonding Act, Chapter 14 of Title 11, Utah Code Annotated 1953, as amended (the “*Utah Code*”), the Registered Public Obligations Act, Chapter 7 of Title 15 of the Utah Code, the Utah Refunding Bond Act, Chapter 27 of Title 11 of the Utah Code and the applicable provisions of Title 10 of the Utah Code (collectively, the “*Act*”), and under and pursuant to a resolution of the Issuer adopted on January 29, 2019 (the “*Bond Resolution*”), for the purpose of refunding certain outstanding general obligation bonds of the Issuer.

Zions Bancorporation, National Association, of Salt Lake City, Utah, is the initial bond registrar and paying agent of the Issuer with respect to the Bonds. This bond registrar and paying agent, together with any successor bond registrar or paying agent, are referred to herein, respectively, as the “*Bond Registrar*” and the “*Paying Agent*.”

The Issuer covenants and is by law required to levy annually a sufficient tax to pay interest on this Bond as it falls due and also to constitute a sinking fund for the payment of the principal hereof as the same falls due.

This Bond is transferable, as provided in the Bond Resolution, only upon the books of the Issuer kept for that purpose at the principal corporate trust office of the Bond Registrar, by the registered owner hereof in person or by such owner’s attorney duly authorized in writing. Such transfer shall be made upon surrender of this Bond, together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or such duly authorized attorney and upon the payment of the charges prescribed in the Bond Resolution, and thereupon the Issuer shall issue in the name of the transferee a new registered Bond or Bonds of authorized denominations of the same aggregate principal amount, series, designation, maturity and interest rate as the surrendered Bond, all as provided in the Bond Resolution. No transfer of this Bond shall be effective until entered on the registration books kept by the Bond Registrar. The Issuer, the Bond Registrar and the Paying Agent may treat and consider the person in whose name this Bond is registered on the registration books kept by the Bond Registrar as the holder and absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or

redemption price hereof and interest due hereon and for all other purposes whatsoever, and neither the Issuer, the Bond Registrar nor the Paying Agent shall be affected by any notice to the contrary.

The Bonds are issuable solely in the form of registered Bonds in the denomination of \$5,000 or any whole multiple thereof.

[The Bonds maturing on or after _____ 1, _____, are subject to redemption prior to maturity, at the election of the Issuer, on _____ 1, _____ (the “*First Redemption Date*”) and on any date thereafter, in whole or in part, from such maturities or parts thereof as shall be selected by the Issuer, upon notice given as provided below, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed plus accrued interest thereon to the date fixed for redemption. Bonds maturing on or prior to the First Redemption Date are not subject to optional redemption.

Notice of redemption shall be given by the Bond Registrar by registered or certified mail not less than thirty (30) nor more than forty-five (45) days prior to the redemption date, to the registered owner of each Bond that is subject to redemption, at the address of such registered owner as it appears on the registration books kept by the Bond Registrar, or at such other address as is furnished in writing by such registered owner to the Bond Registrar, all as provided in the Bond Resolution.

If notice of redemption shall have been given as aforesaid, the Bonds or portions thereof specified in that notice shall become due and payable at the applicable redemption price on the redemption date therein designated. If on the redemption date, moneys for the payment of the redemption price of all the Bonds to be redeemed, together with interest to the redemption date, shall be available for such payment on that date, then from and after the redemption date interest on such Bonds shall cease to accrue and become payable.

Less than all of a Bond in a denomination in excess of \$5,000 may be so redeemed. In such case, upon the surrender of such Bond, there shall be issued to the registered owner thereof, without charge therefor, for the unredeemed balance of the principal amount of such Bond, registered Bonds of any of the authorized denominations, at the option of such owner, all as more fully set forth in the Bond Resolution. In selecting portions of any registered Bond that is of a denomination of more than \$5,000 for redemption, the Bond Registrar will treat each such Bond as representing that number of Bonds of \$5,000 denomination that is obtained by dividing the principal amount of such Bond by \$5,000.

Except as otherwise provided herein and unless the context clearly indicates otherwise, words and phrases used herein shall have the same meanings as such words and phrases in the Bond Resolution.

This Bond and the issue of Bonds of which it is a part are issued in conformity with and after full compliance with the Constitution of the State of Utah and pursuant to the provisions of the Act and all other laws applicable thereto. It is hereby certified and recited that all conditions, acts and things required by the Constitution or laws of the State of Utah and by the Act and the

Bond Resolution to exist, to have happened or to have been performed precedent to or in connection with the issuance of this Bond exist, have happened and have been performed and that the issue of Bonds, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by the Constitution and laws referenced above, and that the full faith and credit of the Issuer are hereby irrevocably pledged to the punctual payment of the principal of and interest on this Bond according to its terms.

This Bond shall not be valid until the Certificate of Authentication hereon shall have been manually signed by the Bond Registrar.

IN WITNESS WHEREOF, PARK CITY, UTAH, has caused this Bond to be signed in its name and on its behalf by its Mayor and countersigned and attested by the City Recorder, and has caused its official seal or a facsimile thereof to be impressed or imprinted hereon, all as of the Dated Date.

PARK CITY, UTAH

By _____ (manual signature)
Mayor

[SEAL]

COUNTERSIGN AND ATTEST:

By _____ (manual signature)
City Recorder

[FORM OF BOND REGISTRAR’S CERTIFICATE OF AUTHENTICATION]

This Bond is one of the Bonds described in the within-mentioned Bond Resolution and is one of the General Obligation Refunding Bonds, Series 2019 of Park City, Utah.

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION, as Bond Registrar

By
Authorized Officer

Date of registration
and authentication: _____, 2019.

Bond Registrar and Paying Agent:

Zions Bancorporation, National Association
Corporate Trust Department
One South Main Street, 12th Floor
Salt Lake City, Utah 84133

[FORM OF ASSIGNMENT]

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM	—	as tenants in common		UNIF TRAN MIN ACT—
TEN ENT	—	as tenants by the entirety		_____ Custodian _____
JT TEN	—	as joint tenants with right		(Cust) (Minor)
		of survivorship and not as		under Uniform Transfers to Minors Act of
		tenants in common		_____
				(State)

Additional abbreviations may also be used though not in the above list.

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

Insert Social Security or Other
Identifying Number of Assignee

(Please Print or Typewrite Name and Address of Assignee)

the within Bond of PARK CITY, UTAH, and hereby irrevocably constitutes and appoints _____
_____ attorney, to register the transfer of said
Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

SIGNATURE: _____

SIGNATURE GUARANTEED:

NOTICE: Signature(s) must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Bond Registrar, which requirements include membership or participation in STAMP or such other “signature guarantee program” as may be determined by the Bond Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities and Exchange Act of 1934, as amended.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

ARTICLE VII

MISCELLANEOUS

Section 701. Final Official Statement. The Official Statement of the Issuer is hereby authorized in substantially the form presented at this meeting and in the form attached hereto as *Exhibit 2*, with such changes, omissions, insertions and revisions as the Mayor shall deem advisable, including the completion thereof with the information established at the time of the sale of the Bonds by the Designated Officer and set forth in the Certificate of Determination. The Mayor shall sign and deliver the Official Statement to the Purchaser for distribution to prospective purchasers of the Bonds and other interested persons. The approval of the Mayor of any such changes, omissions, insertions and revisions shall be conclusively established by the Mayor's execution of the Official Statement.

Section 702. Preliminary Official Statement Deemed Final. The use and distribution of the Official Statement in preliminary form (the "*Preliminary Official Statement*"), in substantially the form presented at this meeting and in the form attached hereto as *Exhibit 2*, is hereby authorized and approved, with such changes, omissions, insertions and revisions as the City Treasurer shall deem advisable. The Mayor, the City Recorder and the City Treasurer are, and each of them is, hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may be necessary or advisable to deem final the Preliminary Official Statement within the meaning and for purposes of paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission, subject to completion thereof with the information established at the time of the sale of the Bonds. The Mayor, the City Recorder and the City Treasurer are, and each of them is, hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may be necessary or advisable to provide for the issuance, sale and delivery of the Bonds, and any actions taken thereby for purposes of deeming the Official Statement to be final for purposes of Rule 15c2-12 of the Securities and Exchange Commission are hereby authorized, ratified and confirmed.

Section 703. Notice of Bond to be Issued In accordance with the provisions of Section 11-14-316 of the Local Government Bonding Act, the City Recorder shall cause the "Notice of Bonds to be Issued," in substantially the form attached hereto as *Exhibit 3*, to be published one time in *The Park Record*, a newspaper of general circulation in the City, and shall cause a copy of this Bond Resolution (together with all exhibits hereto) to be kept on file in her office for public examination during the regular business hours of the City until at least thirty (30) days from and after the date of publication thereof.

For a period of thirty (30) days from and after publication of the Notice of Bonds to be Issued, any person in interest shall have the right to contest the legality of this Bond Resolution or the Bonds hereby authorized or any provisions made for the security and payment of the Bonds. After such time, no one shall have any cause of action to contest the regularity, formality or legality of this Bond Resolution or the Bonds or any provisions made for the security and payment of the Bonds for any cause.

Section 704. Payments Due on Non-Business Days. If a payment date is not a business day, then payment may be made on the next business day, and no interest shall accrue for the intervening period.

Section 705. Ratification. All proceedings, resolutions and actions of the Issuer and its officers taken in connection with the sale and issuance of the Bonds are hereby ratified, confirmed and approved, including, without limitation, the publication of the notice of sale for the Bonds as set out in the preambles hereto.

Section 706. Severability. It is hereby declared that all parts of this Bond Resolution are severable, and if any section, paragraph, clause or provision of this Bond Resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining sections, paragraphs, clauses or provisions of this Bond Resolution.

Section 707. Conflict. All resolutions, orders and regulations or parts thereof heretofore adopted or passed that are in conflict with any of the provisions of this Bond Resolution are, to the extent of such conflict, hereby repealed.

Section 708. Captions. The table of contents and captions or headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any provisions or sections of this Bond Resolution.

Section 709. Effective Date. This Bond Resolution shall take effect immediately.

ADOPTED AND APPROVED on January 29, 2019.

PARK CITY, UTAH

By _____
Mayor

ATTEST AND COUNTERSIGN:

By _____
City Recorder

APPROVED AS TO FORM:

By _____
City Attorney

EXHIBIT 1

[CONTINUING DISCLOSURE UNDERTAKING]

EXHIBIT 2

[OFFICIAL STATEMENT]

EXHIBIT 3

NOTICE OF BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of Section 11-27-4, Utah Code Annotated 1953, as amended, that on January 29, 2019, the City Council (the "*Council*") of Park City, Utah (the "*City*"), adopted a resolution (the "*Resolution*") in which it authorized and approved the issuance of its general obligation refunding bonds (the "*Bonds*"), in the aggregate principal amount of not to exceed Five Million Dollars, to bear interest at a rate or rates of not to exceed six percent per annum, to mature over a period not to exceed six years from their date or dates and to be sold at a discount from par, expressed as a percentage of the principal amount, of not to exceed two percent.

Pursuant to the Resolution, the Bonds are to be issued for the purpose of refunding all or a portion of the City's currently outstanding General Obligation Bonds, Series 2008 (the "*Refunded Bonds*"). The principal amount of the Refunding Bonds may exceed the principal amount of the Refunded Bonds. The Bonds may be issued in one or more series at one or more times and may be issued together with one or more additional series of general obligation bonds of the Issuer.

The City proposes to pledge the full faith and credit of the City for the payment of its general obligation refunding bonds and may be obligated to levy and collect ad valorem taxes without limitation as to rate or amount in order to pay the general obligation refunding bonds, as provided by law.

The Bonds are to be issued and sold by the City pursuant to the Resolution. A copy of the Resolution is on file in the office of the City Recorder of the City, located in the Marsac Municipal Building, at 445 Marsac Avenue, Park City, Utah, where the Resolution may be examined during regular business hours of the City Recorder from 8:00 a.m. to 5:00 p.m. The Resolution shall be so available for inspection for a period of at least thirty days from and after the date of the publication of this notice.

NOTICE IS FURTHER GIVEN that pursuant to law for a period of thirty days from and after the date of the publication of this notice, any person in interest shall have the right to contest the legality of the above-described Resolution (including the final bond resolution attached thereto) of the City or the Bonds authorized thereby or any provisions made for the security and payment of the Bonds. After such time, no one shall have any cause of action to contest the regularity, formality or legality of the Resolution, the Bonds or the provisions for their security or payment for any cause.

DATED January 29, 2019.

PARK CITY, UTAH

EXHIBIT 4

[CERTIFICATE OF DETERMINATION]

Council Agenda Item Report

Meeting Date: January 29, 2019

Submitted by: Tippe Morlan

Submitting Department: Planning

Item Type: Ordinance

Agenda Section:

Subject:

Consideration to Approve Ordinance 2019-08, an Ordinance Approving the Park City Back Nine Subdivision Located at 1884 Three Kings Drive, Based on the Findings of Fact, Conclusions of Law, and Conditions of Approval

(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Park City Back Nine Subdivision Staff Report and Ordinance](#)

[Park City Back Nine Subdivision Plat Exhibits](#)

City Council Staff Report

Subject: Park City Golf Course Back Nine Subdivision
Author: Tippe Morlan, AICP, Planner II
Department: Planning
Date: January 29, 2019
Type of Item: Legislative – Subdivision Plat



Project Number:	PL-18-03956
Applicant:	Park City Water District/Park City Municipal Corporation Public Works
Location:	1884 Three Kings Drive
Zoning:	Recreation and Open Space (ROS)
Adjacent Land Uses:	Residential condominiums and single-family dwellings and Park City Golf Course
Reason for Review:	Subdivision plats require Planning Commission review and City Council approval.

Recommendation

Staff recommends the City Council hold a public hearing and **approve** the Park City Back Nine Subdivision located at 1884 Three Kings Drive based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

On October 24, 2018, the Planning Commission has also issued a **positive** recommendation for this subdivision.

Disclosure: Park City Municipal is the property owner and applicant, and is represented by the Water and Public Works departments.

Proposal

This project is proposed as a 1-lot subdivision at 1884 Three Kings Drive combining all existing City-owned lots at this property into 1 lot of record. This property includes the Park City Golf Course, the Spiro/future 3Kings Water Treatment facility, and golf/parks maintenance facilities into one lot of record.

This subdivision does **not** change the existing use of the site, nor does it change any boundaries of the site; the golf course will remain, and the new 3Kings water treatment plant is proposed on the site of the existing water treatment plant. No residential use is proposed or allowed.

Background

June 20, 1986 – The Planning Commission approved the original Conditional Use Permit for the Spiro water treatment plant.

August 25, 2004 – The existing Conditional Use Permit for the Spiro water treatment plant was modified by the Planning Commission in order to accommodate a 510 square foot addition and a 200,000 gallon underground water tank.

October 24, 2018 – The Planning Commission approved a request for a Master Planned Development and Conditional Use Permit for the 3Kings water treatment plant to replace the existing Spiro facility at this location.

The Planning Commission also recommended the Park City Back Nine Subdivision to the City Council for approval. For a full background of the site, please review the Planning Commission staff report (see [Exhibit G](#)) and meeting minutes (see [Exhibit H](#)).

November 29, 2018 – The City Council continued their review of this subdivision to January 29, 2019 at the request of the applicant.

Analysis

This subdivision unifies the City owned property located at 1884 Three Kings Drive into one lot of record, cleaning up property lines and memorializes long standing easements throughout the property. The new lot will be 67.748 acres, or 2,951,081 square feet in size. This lot meets the requirements for the Recreation and Open Space (ROS) zone, general subdivisions, and general lot design as specified in the Analysis of the Planning Commission staff report (see [Exhibit G](#)). The ROS zone does not allow any residential use. No future development is planned or proposed on this lot outside the scope of the recently approved golf maintenance facility and water treatment plant.

The overall site includes the Spiro water treatment plant, Park City Golf operations, the current golf maintenance building, Park City Parks operations, the current park maintenance building, seasonal recreation facilities (for golf and cross country skiing), and irrigation and snowmaking water supply intakes and pumping facilities (on the golf course ponds). The Thiriot Spring is located at the western extent of the site and is currently used as a municipal drinking water source and for in-stream flow, originally developed in 1974.

Conditional Use Permits for a new water treatment facility and a new golf maintenance facility have been approved to be constructed on this site. In response to the Planning Commission conditions and approvals, the applicant has since revised the site plan for the water treatment facility to include more direct pedestrian access for employees who may park in the Silver Star lot and to better integrate landscaping with the overall golf course and existing features on site (see Exhibit F)

Good Cause

There is good cause for this subdivision in that it cleans up property lines and easements within the City owned property, it does not change the use or boundaries of the site, and it improves the site conditions for the City to construct the approved 3Kings Water Treatment Plant in the same the location of the Spiro facility.

Department Review

This project has gone through an interdepartmental review. No further issues were brought up at that time other than standards items to be addressed before recordation as part of the redline review process.

Notice

On October 10, 2018, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record and the Utah Public Notice Website on October 6, 2018, according to requirements of the Land Management Code.

Public Input

Public input was received at the public Open House by the applicant on July 16, 2018. Comments were collected for both the Three Kings Water Treatment Plant and the golf maintenance facility at this location. Concerns include noise abatement during construction, the location of the access road, and preservation of the design of the existing Spiro building. Public input was also received as a part of the Planning Commission review of this project (see Exhibit J).

Alternatives

- The Planning Commission may forward positive recommendation to the City Council for the Park City Back Nine Subdivision as conditioned or amended; or
- The Planning Commission may forward a negative recommendation to the City Council for the Park City Back Nine Subdivision and direct staff to make Findings for this decision; or
- The Planning Commission may continue the discussion on the Park City Back Nine Subdivision.

Significant Impacts

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

Consequences of not taking recommended action

The construction of the new 3Kings water treatment plant as proposed in the concurrent MPD-CUP application could not occur. The applicant would have to revise the plans. A new water treatment plant is required by state regulation to treat the water from the Spiro Tunnel, and revised plans would need to be approved in a timely manner.

Summary Recommendation

Staff recommends the City Council hold a public hearing and consider **approving** the Park City Back Nine Subdivision located at 1884 Three Kings Drive based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Exhibits

Exhibit A – Draft Ordinance with Proposed Plat (Attachment 1)

Exhibit B – Survey

Exhibit C – Applicant’s Statement
Exhibit D – Aerial Photographs
Exhibit E – Site Photographs
Exhibit F – Updated 3Kings Water Treatment Plant Site Plan
Exhibit G – October 24, 2018 Planning Commission [Staff Report](#)
Exhibit H - October 24, 2018 Planning Commission [Minutes](#)
Exhibit I – Open House Presentation
Exhibit J – Open House Comments

Ordinance No. 2019-08

AN ORDINANCE APPROVING THE PARK CITY GOLF COURSE BACK NINE SUBDIVISION LOCATED AT 1884 THREE KINGS DRIVE, PARK CITY, UTAH.

WHEREAS, the owner of the property located at 1884 Three Kings Drive has petitioned the City Council for approval of the Subdivision; and

WHEREAS, on October 6, 2018, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, on October 10, 2018, proper legal notice was published according to requirements of the Land Management Code and courtesy letters were sent to surrounding property owners; and

WHEREAS, the Planning Commission held a public hearing on October 24, 2018, to receive input on Park City Back Nine Subdivision; and

WHEREAS, the Planning Commission, on October 24, 2018, forwarded a positive recommendation to the City Council; and,

WHEREAS, on January 29, 2019, the City Council held a public hearing to receive input on the Park City Back Nine Subdivision; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Park City Back Nine Subdivision located at 1884 Three Kings Drive.

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

SECTION 1. APPROVAL. The Park City Back Nine Subdivision, as shown in Attachment 1, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The site is located at 1884 Three Kings Drive.
2. The site is located in the Recreation and Open Space (ROS) zoning district.
3. There is a concurrent application for an MPD-CUP for a water treatment facility which is an essential municipal public utility use.
4. An exception to the Building Height up to 45 feet from Existing Grade is requested as a part of the MPD.

5. The existing Spiro water treatment plant needs to be replaced in order for water treatment related to the Spiro Tunnel to comply with state regulations.
6. The proposed site is 67.89 acres in size.
7. The proposed site is owned entirely by Park City Municipal Corporation and used as the Park City Golf Course and a water treatment facility.
8. The proposed subdivision creates 1 lot of record.
9. A legal lot of record is required for construction of a new water treatment plant on a portion of the existing site where the current Spiro facility exists.
10. On August 16, 2018, the City received a complete application for the Park City Back Nine Subdivision.
11. On July 16, 2018, the applicant held a public Open House for the Three Kings Water Treatment Plant and for the golf maintenance facility at this location.
12. A concurrent application for a Master Planned Development and Conditional Use Permit has been submitted for the reconstruction of the existing water treatment plant on this lot (see PL-18-3941).
13. No portion of this plat is within the Park City Soils Ordinance boundary.
14. The use of the property will remain the same.
15. The property is accessed from Three Kings Drive in the immediate vicinity of the existing Spiro facility with a secondary emergency access proposed to the north of the new 3Kings facility.
16. The subdivision plat complies with the Land Management Code regarding final subdivision plats.
17. General subdivision requirements related to 1) drainage and storm water; 2) water facilities; 3) sidewalks and trails; 4) utilities such as gas, electric, power, telephone, cable, etc.; 5) public uses, such as parks and playgrounds; and 6) preservation of natural amenities and features have been addressed through the Master Planned Development process as required by the Land Management Code.
18. The property within proximity of the existing and proposed water treatment plant is not within a flood zone. Areas surrounding the two ponds are located within FEMA flood zone A.
19. Utilities will be routed within the access road, along and across the PCGC fairways, within and parallel to Three Kings Drive, and within Silver Star Drive.
20. The City will enter into the necessary service agreements with the Snyderville Basin Water Reclamation District (SBWRD) in order to secure adequate sanitary sewer service for the Project.
21. The proposed buildings will connect to the existing sanitary lateral that extends east to the Park City Hotel Cottages.
22. The source of electric power for the Project will be Rocky Mountain Power's existing underground electrical distribution system located within Three Kings Drive street rights-of-way or utility easements.
23. Communications for internet and phone will be provided by City owned fiber optic lines that are located at the eastern limits of the Project site.
24. The source of natural gas for the Project will be Dominion Energy's existing underground gas distribution system located within Three Kings Drive street rights-of-way or utility easements.
25. Water will be provided to the Project by the Park City Water District.

26. A water distribution line, for both potable and fire protection uses, will be routed from an existing water main in the driving range vicinity, south across PCGC Holes No. 10 and No. 11, and continue through the site within the access road to Three Kings Drive where it will connect to the existing water main.
27. Green roofs are proposed on structures to the south of the site.
28. Energy efficient design for the water treatment process is also proposed in order to meet net zero goals.
29. The findings in the Analysis section are incorporated herein.

Conclusions of Law:

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

Conditions of Approval:

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration and an extension is granted by the City Council.
3. Fire sprinklers will be required for all new construction per requirements of the Chief Building Official.
4. Conditions of approval of the 3Kings Water Treatment Plant Master Planned Development and Conditional Use Permit shall apply and shall be noted on the plat.
5. All required public utility, access, drainage, and snow storage easements shall be dedicated on the plat prior to recordation.

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

PASSED AND ADOPTED this 29th day of January, 2019.

PARK CITY MUNICIPAL CORPORATION

MAYOR

ATTEST:

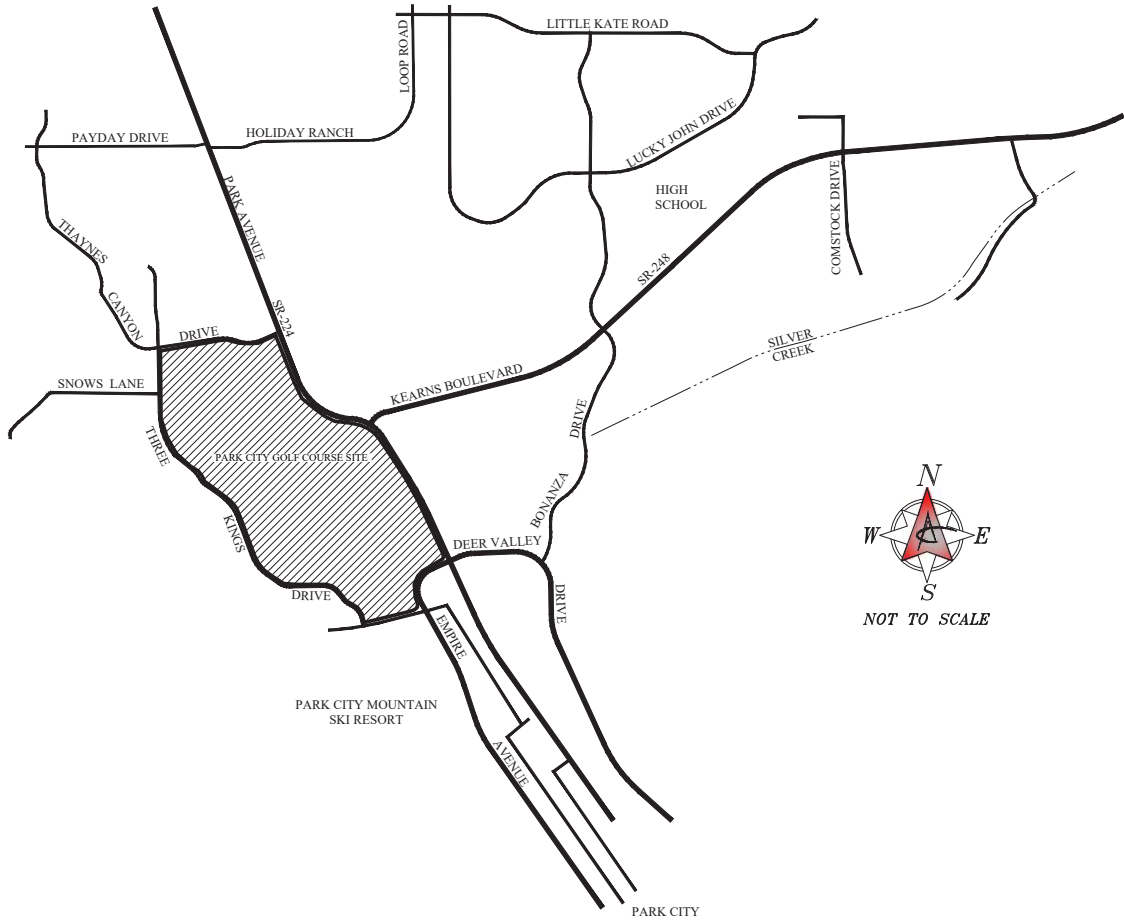
City Recorder

APPROVED AS TO FORM:

City Attorney

Attachment 1 – Proposed Plat

PARK CITY BACK NINE SUBDIVISION
LOCATED WITHIN EAST HALF SECTION 8 AND A PORTION OF THE WEST HALF OF
SECTION 9, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN.
PARK CITY, SUMMIT COUNTY, UTAH



VICINITY MAP

SURVEYOR'S CERTIFICATE
I, SATTAR N. TABRIZ, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF UTAH, AND THAT I HAVE MADE A SURVEY OF THE PARCEL OF LAND SHOWN AND DESCRIBED ON THIS MAP. I ALSO CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE SUBDIVIDED SAID PARCEL INTO LOTS, AND STREET, TO BE HEREAFTER KNOWN AS:

PARK CITY BACK NINE SUBDIVISION

THE SURVEY WAS PERFORMED IN ACCORDANCE WITH GENERALLY ACCEPTED SURVEYING PRACTICES, AND WAS MARKED ON THE GROUND AS SHOWN ON THIS PLAT.

DATE: SATTAR N. TABRIZ
LICENSE NO. 155100

LEGAL DESCRIPTION

SEE SHEET 2 OF 5

OWNER'S DEDICATION

KNOWN ALL BY THESE PRESENTS THAT THE UNDERSIGNED OWNER(S) OF THE DESCRIBED TRACT OF LAND ABOVE, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO 1 LOT AND ROADS TO BE HEREAFTER BE KNOWN AS:

PARK CITY BACK NINE SUBDIVISION

DOES HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE, AND WARRANT, DEFEND, AND SAVE THE CITY HARMLESS AGAINST ANY EASEMENTS OR OTHER ENCUMBRANCES ON THE DEDICATED STREETS WHICH WILL INTERFERE WITH THE CITY'S USE, OPERATION, AND MAINTENANCE OF THE STREETS AND DO FURTHER DEDICATE THE EASEMENTS AS SHOWN FOR THE USE BY ALL SUPPLIERS OF UTILITY OR OTHER NECESSARY SERVICES.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR

HANDS THIS _____ DAY OF _____ A.D. 20____.

NAME

ACKNOWLEDGEMENT

STATE OF _____ } S.S.
COUNTY OF _____

ON THIS ____ DAY OF _____, 20 __, PERSONALLY APPEARED BEFORE ME _____, WHO BEING BY ME DULY SWORN

DID SAY THAT HE/SHE IS THE _____ OF

_____, A CORPORATION, AND THAT THE FORGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION BY THE AUTHORITY OF ITS BOARD OF DIRECTORS, AND HE/SHE ACKNOWLEDGED TO THAT SAID CORPORATION EXECUTED THE SAME.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

RESIDING IN _____ COUNTY, _____

GENERAL NOTES

- THE BASIS OF BEARING FOR THIS PLAT IS SOUTH 0°20'20" WEST, 2640.85 FEET ALONG THE EAST SECTION LINE OF THE SOUTHWEST QUARTER OF SECTION 8, FROM THE FOUND BRASS CAP MONUMENT MARKING THE SOUTHEAST CORNER, TO THE FOUND BRASS CAP MONUMENT MARKING THE EAST QUARTER CORNER OF SAID SECTION 8, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN. (AS SHOWN HEREON)
- COURSES AND DISTANCES SHOWN ON THIS MAP ARE MEASURED DIMENSIONS TAKEN FROM ACTUAL FIELD MEASUREMENTS. UNLESS CONTAINED WITHIN PARENTHESIS INDICATING A RECORD COURSE OR DISTANCE, RECORD INFORMATION IS TAKEN FROM MAPS, PLATS, DEEDS OF RECORD, OR OTHER SOURCES OF RECORD INFORMATION.
- THIS MAP WAS PREPARED AT THE REQUEST OF PARK CITY, UTAH FOR THE PURPOSE OF SUBDIVIDING THE HEREON DESCRIBED PARCEL OF LAND INTO 1 LOT AS SHOWN HEREON.

EASEMENT & RIGHT OF WAY NOTES

- PARK CITY MUNICIPAL CORPORATION AND PARK CITY WATER SERVICE DISTRICT INFRASTRUCTURE: A PERMANENT, EXCLUSIVE UTILITY EASEMENT IS HEREBY DEDICATED TO PARK CITY MUNICIPAL CORPORATION AND THE PARK CITY WATER SERVICE DISTRICT ACROSS AND THROUGH THE LOTS AS SHOWN HEREON THIS PLAT FOR THE PURPOSE OF CONSTRUCTING AND INSTALLING, OWNING, OPERATING, INSPECTING, MAINTAINING, REPAIRING, ALTERING, REPLACING, PROTECTING, AND REMOVING UTILITIES, INCLUDING WATER TREATMENT PLANTS AND FACILITIES, STORM DRAINAGE, FIBER OPTIC LINES AND VAULTS, UNDERGROUND PIPELINES AND APPURTENANCES GRANTED HEREIN FOR THE CONVEYANCE, TREATMENT, TRANSMISSION AND DISTRIBUTION OF WATER, AND OTHER UTILITIES AS ASSOCIATED WITH PARK CITY MUNICIPAL CORPORATION OR THE PARK CITY WATER SERVICE DISTRICT.
- FIRE AND PUBLIC SAFETY ACCESS: PUBLIC SAFETY ACCESS EASEMENTS ARE HEREBY DEDICATED FOR ALL PUBLIC AND PRIVATE ROADWAYS AND EMERGENCY ACCESS ROUTES.
- EASEMENT ENTRY NO. 260127, IS HEREBY VACATED AND ABANDONED PER THIS PLAT.
- PARCEL 'A' AS SHOWN HEREON IS HEREBY DEDICATED AS A PUBLIC RIGHT OF WAY FOR THE BENEFIT OF PARK CITY

PARK CITY BACK NINE
SUBDIVISION

LOCATED WITHIN EAST HALF SECTION 8 AND A
PORTION OF THE WEST HALF OF SECTION 9, TOWNSHIP
2 SOUTH, RANGE 4 EAST, SALT LAKE BASE &
MERIDIAN.
PARK CITY, SUMMIT COUNTY, UTAH



Ward Engineering Group
Planning ♦ Engineering ♦ Surveying
231 West 800 South
Salt Lake City, Utah 84101
Phone: (801)487-8040 Fax: (801)487-8668

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

STANDARDS ON THIS _____ DAY OF _____, 2018.

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

PLANNING COMMISSION

APPROVED BY THE PARK CITY
PLANNING COMMISSION THIS _____

DAY OF _____, 2018.

BY: _____
CHAIRMAN

ENGINEER'S CERTIFICATE

THIS PLAT IS IN CONFORMANCE WITH
INFORMATION ON FILE IN THE OFFICE OF
THE PARK CITY ENGINEERING DEPARTMENT
ON THIS _____ DAY OF _____, 2018

BY: _____
CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS _____

DAY OF _____, 2018.

BY: _____
CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL

THIS _____ DAY OF _____, 2018

BY: _____
MAYOR

CERTIFICATE OF ATTEST

I CERTIFY THIS PLAT MAP WAS APPROVED
BY PARK CITY COUNCIL THIS _____

DAY OF _____, 2018

BY: _____
PARK CITY RECORDER

SUMMIT COUNTY RECORDER

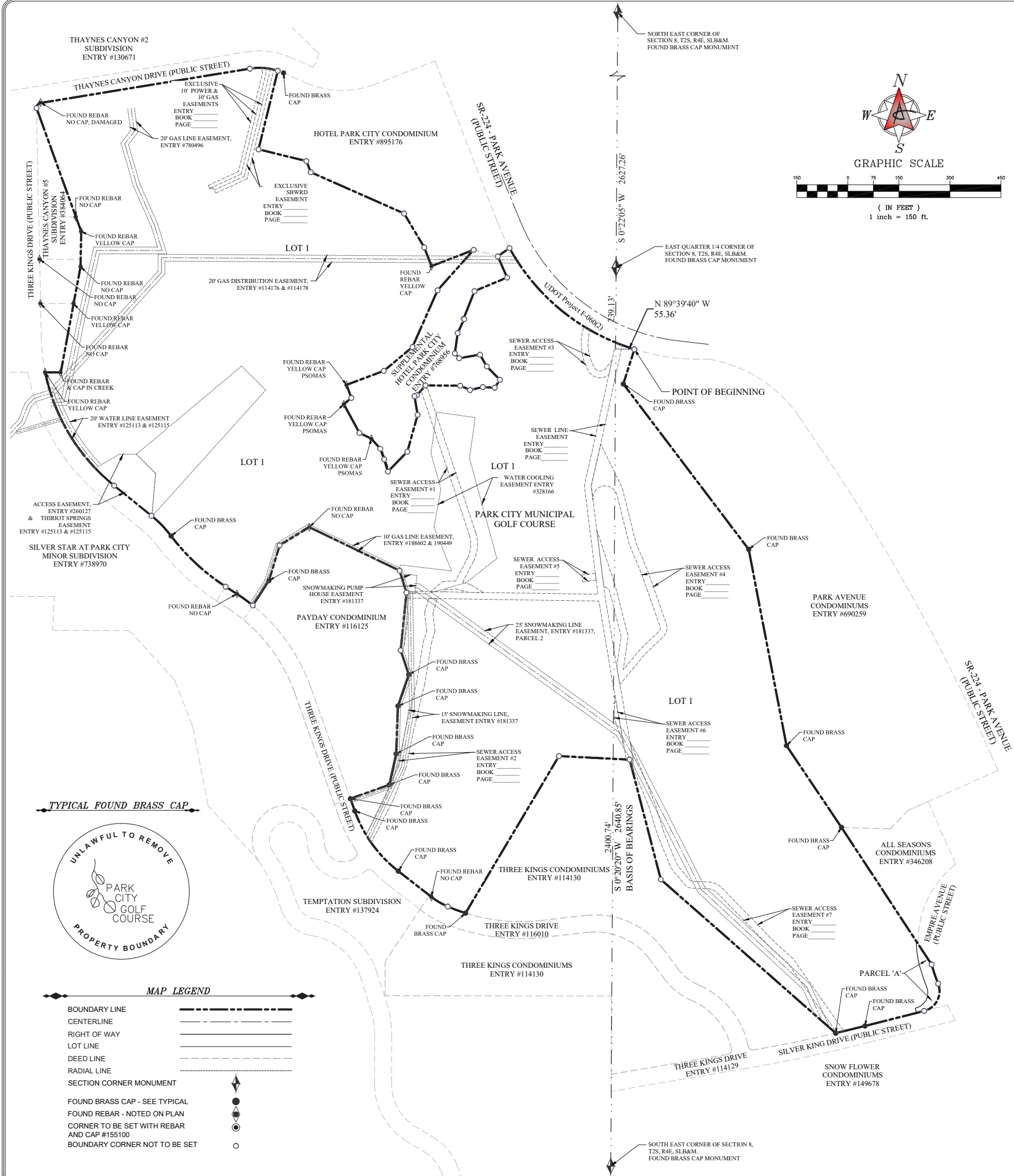
RECORDED NO. _____
STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT _____

THE REQUEST OF: _____

DATE _____ TIME _____ BOOK _____ PAGE _____

FEES _____
SUMMIT COUNTY RECORDER

O:\Park City\Golf\Course\survey\ACAD\sub plat\Plat Overall\Legal.dwg Sep 28, 2018 - 12:51pm



PARK CITY BACK NINE SUBDIVISION
LOCATED WITHIN EAST HALF SECTION 8 AND A PORTION OF THE WEST HALF OF
SECTION 9, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN.
1541 THAYNES CANYON DRIVE, PARK CITY, UTAH 84060

A parcel of land lying and situate in the East half of Section 8 and the Southwest Quarter of Section 9, Township 2 South, Range 4 East, Salt Lake Base and Meridian, for which the Basis of Bearing is South 00°20'20" West a distance of 2640.85 feet measured between the found brass caps monumentalizing the East line of the Southeast Quarter of Section 8, Township 2 South, Range 4 East, Salt Lake Base and Meridian, being those portions of the East Half of Section 8 and the Southwest Quarter of Section 9, Township 2 South, Range 4 East, Salt Lake Base and Meridian lying North and East of Three Kings Drive, South of Thayne Canyon Drive, South and West of Utah State Highway 224, North of Silver King Drive, and North and West of Empire Avenue

More particularly described as follows:

Beginning at a point in the Southerly Right-of-Way line of Utah State Highway 224, said point being South 00°20'20" West a distance of 239.13 feet along the East line of the Southeast Quarter of said Section 8, and North 89°39'40" West a distance of 55.36 feet from the Northeast Corner of the Southeast Quarter of said Section 8. Said point also being on the Westerly boundary of Park Avenue Condominiums according to the official plat thereof, recorded February 27, 2004 as Entry No. 690259 Official Records of Summit County.

- THENCE coincident with the Westerly boundary of Park Avenue Condominiums, recorded February 27, 2004 as Entry No. 690259 Official Records of Summit County the following four (4) courses
1. South 17°41'59" West 107.35 feet
 2. THENCE South 37°09'09" East 610.00 feet
 3. THENCE South 10°54'09" East 587.45 feet
 4. THENCE South 33°54'09" East 290.00 feet

THENCE coincident with the Westerly boundary of All Seasons Condominiums according to the official plat thereof, recorded September 3, 1991 as Entry No 346208, Official Records of Summit County, South 33°18'30" East a distance of 482.11 feet to a point on a S85.32 foot non-tangential curve to the left (Radius point bears North 74°07'48" East), said point also being in the Northerly intersection and Right-of-way lines of Empire Avenue and Silver King Drive.

- THENCE coincident with the Northerly Right-of-Way line of Silver King drive the following four (4) courses
1. Along said 585.32 foot radius curve to the left, an arc length of 59.05 feet through a central angle of 05°40'49" (chord bears South 18°45'37" East a distance of 59.02 feet) to the beginning of a 60.00 foot radius, non-tangential curve to the right. (Radius point bears South 68°20'57" West)
 2. THENCE along said 60.00 foot radius curve to the right, an arc length of 102.00 feet through a central angle of 37°24'10" (chord bears South 27°03'02" West a distance of 30.15 feet) to the Right of Way line for Three Kings Drive and Silver King Drive according to the official dedication plat thereof, recorded October 5, 1971 as Entry No 114129, Official Records of Summit County.
 3. THENCE South 75°45'09" West a distance of 179.37 feet to the beginning of a 4657.00 foot radius curve to the right (Radius point bears North 14°14'51" West)
 4. THENCE along said 4657.00 foot radius curve to the right, an arc length of 88.71 feet through a central angle of 01°05'29" (chord bears South 76°17'53" West a distance of 88.71 feet) to a point on the Northerly boundary of Three Kings Condominium according to the official plat thereof, recorded October 5, 1971 as Entry No 114130, Official Records of Summit County

- THENCE coincident with said Northerly boundary of Three Kings Condominium, the following four (4) courses
1. North 48°41'26" West a distance of 683.93 feet.
 2. THENCE North 14°35'00" West a distance of 364.00 feet.
 3. THENCE North 87°06'46" West a distance of 208.00 feet.
 4. THENCE South 30°44'09" West a distance of 536.96 feet to the beginning of a 543.50 foot non-tangential curve to the right, (Radius point bears North 17°23'39" East) said point also being in the Northeasterly Right-of-Way line of said Three Kings Drive according to the official dedication plat thereof, recorded May 30, 1972 as Entry No 116010, Official Records of Summit County.

- THENCE coincident with the Northeasterly Right-of-Way line of Three Kings Drive the following five (5) courses
1. Along said 543.50 foot radius curve to the right, an arc length of 55.81 feet through a central angle of 05°53'01" (chord bears North 69°39'51" West a distance of 55.79 feet) to the beginning of a 219.50 foot radius non-tangential curve to the right. (Radius point bears North 23°16'39" East)
 2. THENCE along said 219.50 foot radius curve to the right, an arc length of 55.80 feet through a central angle of 14°33'55" (chord bears North 59°26'23" West a distance of 55.65 feet).
 3. THENCE North 52°09'21" West a distance of 123.14 feet to the beginning of a 389.15 foot radius curve to the right, (Radius point bears North 37°50'39" East)
 4. THENCE along said 389.15 foot radius curve to the right, an arc length of 221.27 feet through a central angle of 32°34'42" (chord bears North 35°52'00" West a distance of 218.30 feet).
 5. THENCE North 19°34'39" West a distance of 38.43 feet to a point on the Southerly boundary of Payday Condominium according to the official plat thereof, recorded June 2, 1972 as Entry No 116125, Official Records of Summit County.

- THENCE coincident with said Southerly boundary of Payday Condominium the following eleven (11) courses
1. North 70°25'21" East a distance of 121.00 feet.
 2. THENCE North 12°30'51" East a distance of 93.00 feet.
 3. THENCE North 02°05'51" East a distance of 141.00 feet.
 4. THENCE North 19°05'51" East a distance of 98.00 feet.
 5. THENCE North 18°34'09" West a distance of 75.00 feet.
 6. THENCE North 05°45'51" East a distance of 171.00 feet.
 7. THENCE North 17°14'09" West a distance of 67.00 feet.
 8. THENCE North 64°14'09" West a distance of 294.65 feet.
 9. THENCE South 58°30'51" West a distance of 102.84 feet.
 10. THENCE South 16°50'51" West a distance of 108.00 feet.
 11. THENCE South 32°53'31" West a distance of 87.09 feet to the beginning of a 545.00 foot non-tangential curve to the left, (Radius point bears South 38°59'46" West) said point also being in the Northeasterly Right-of-Way line of Three Kings Drive

- THENCE coincident with the Northeasterly Right-of-Way line of Three Kings Drive the following six (6) courses
8. Along said 545.00 foot curve to the left, an arc length of 58.06 feet through a central angle of 06°06'14", (chord bears North 54°03'21" West a distance of 58.03 feet).
 9. THENCE North 57°06'29" West a distance of 39.07 feet to the beginning of a 630.00 foot radius curve to the right, (Radius point bears North 32°53'31" East)
 10. THENCE along said 630.00 foot radius curve to the right, an arc length of 219.91 feet through a central angle of 19°59'59, (chord bears North 47°06'29" West a distance of 218.80 feet) to the beginning of a non-tangential 340.00 foot radius curve to the left. (Radius point bears South 52°53'30" West)
 11. THENCE along said 340.00 foot radius curve to the left, an arc length of 83.08 feet through a central angle of 14°00'01", (chord bears North 44°06'31" West a distance of 82.87 feet) to a point of intersection with a non-tangential line.
 12. THENCE North 51°06'26" West a distance of 141.13 feet to the beginning of a 575.00 radius curve to the right, (Radius point bears North 38°53'34" East)
 13. THENCE along said 575.00 foot radius curve to the right, an arc length of 397.31 feet through a central angle of 39°35'24", (chord bears N 31°18'44" West a distance of 389.45 feet) to a point the Southerly boundary of Thayne Canyon No 5 Subdivision according to the official plat thereof, recorded July 29, 1993 as Entry No 384064, Official Records of Summit County.

- THENCE coincident with the Southerly and Easterly boundary of Thayne Canyon No. 5 Subdivision the following four (4) courses
1. South 89°54'09" East a distance of 45.60 feet.
 2. THENCE North 10°35'51" East a distance of 316.23 feet.
 3. THENCE North 01°05'51" East a distance of 103.33 feet.
 4. THENCE North 19°54'09" West a distance of 385.80 feet to the beginning of a 15.00 foot radius non-tangential curve to the right, (Radius point bears North 88°47'51" East) said point also being in the Southerly Right-of-Way line of Thayne Canyon Drive.

- THENCE coincident with the Southerly Right-of-Way line of Thayne Canyon Drive the following three (3) courses:
1. Along said 15.00 foot radius curve to the right, an arc length of 21.44 feet through a central angle of 81°53'41", (chord bears North 39°44'41" East a distance of 19.66 feet) to a point of intersection with a non-tangential line.
 2. THENCE North 80°40'51" East a distance of 622.59 feet to the beginning of a 175.00 foot radius curve to the right, (Radius point bears South 09°19'09" East)
 3. THENCE along said 175.00 foot radius curve to the right, an arc length of 83.12 feet through a central angle of 27°12'53", (chord bears South 85°42'43" East a distance of 82.34 feet) to the Westerly boundary of Hotel Park City Condominium according to the official plat thereof, recorded October 7, 2004 as Entry No.713087, Official Records of Summit County.

- THENCE coincident with said boundary of Hotel Park City Condominium the following thirty-nine (39) courses
1. South 13°45'50" West a distance of 237.95 feet.
 2. THENCE South 76°13'45" East a distance of 144.85 feet.
 3. THENCE South 21°10'15" East a distance of 35.00 feet.
 4. THENCE South 66°08'15" East a distance of 300.00 feet.
 5. THENCE South 30°42'40" East a distance of 115.82 feet.
 6. THENCE South 21°10'12" East a distance of 59.12 feet.
 7. THENCE North 68°53'59" East a distance of 132.86 feet.
 8. THENCE South 41°45'38" West a distance of 159.42 feet.
 9. THENCE South 23°51'40" West a distance of 182.42 feet.
 10. THENCE South 50°12'51" West a distance of 109.48 feet.
 11. THENCE South 69°28'40" West a distance of 116.88 feet.
 12. THENCE South 20°15'45" East a distance of 40.90 feet.
 13. THENCE South 50°13'08" West a distance of 28.73 feet.
 14. THENCE South 28°23'17" East a distance of 96.03 feet.
 15. THENCE South 63°59'59" East a distance of 38.91 feet.
 16. THENCE South 41°50'20" East a distance of 39.65 feet.
 17. THENCE South 20°15'31" East a distance of 33.07 feet
 18. THENCE South 16°53'46" East a distance of 37.64 feet.
 19. THENCE North 44°21'04" East a distance of 81.68 feet.
 20. THENCE North 15°33'02" East a distance of 112.57 feet.
 21. THENCE North 09°31'39" West a distance of 55.38 feet.
 22. THENCE North 68°17'35" East a distance of 7.81 feet.
 23. THENCE North 40°51'29" East a distance of 38.29 feet.
 24. THENCE South 89°30'22" East a distance of 102.04 feet.
 25. THENCE South 66°04'58" East a distance of 31.66 feet.
 26. THENCE North 76°52'28" East a distance of 38.40 feet.
 27. THENCE South 87°00'10" East a distance of 35.17 feet.
 28. THENCE North 32°38'40" East a distance of 27.88 feet.
 29. THENCE North 44°32'09" West a distance of 54.80 feet.
 30. THENCE North 30°00'24" West a distance of 39.88 feet.
 31. THENCE South 80°23'25" West a distance of 62.07 feet.
 32. THENCE North 41°40'32" West a distance of 18.97 feet.
 33. THENCE North 07°52'02" East a distance of 60.33 feet.
 34. THENCE North 25°03'09" East a distance of 45.52 feet.
 35. THENCE North 66°08'15" West a distance of 2.19 feet.
 36. THENCE North 21°33'29" East a distance of 87.31 feet.
 37. THENCE North 67°26'11" East a distance of 103.80 feet.
 38. THENCE North 23°47'36" West a distance of 68.02 feet.
 39. THENCE North 54°40'54" East a distance of 42.19 feet to the Southerly Right-of-Way line of Utah State Highway 224 and the beginning of a 623.70 foot non-tangential curve to the left, (Radius point bears North 61°14'10" East)

THENCE along said Right-of-Way and said 623.70 foot radius curve to the left, an arc length of 484.41 feet through a central angle of 44°29'60", (chord bears South 51°00'50" East a distance of 472.33 feet) more or less to the point of beginning

The above described parcel contain 67.89 acres more or less.

COUNTY RECORDED

RECORDED NO.:
STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT
THE REQUEST OF: _____
DATE _____ TIME _____ BOOK _____ PAGE _____
FEES _____
SUMMIT COUNTY RECORDER

Ward Engineering Group
Planning  Engineering  Surveying
231 West 800 South
Salt Lake City, Utah 84101
Phone: (801)487-8040 Fax: (801)487-8668

PARK CITY BACK NINE SUBDIVISION
LOCATED WITHIN EAST HALF SECTION 8 AND A PORTION OF THE WEST HALF OF
SECTION 9, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN.
PARK CITY, SUMMIT COUNTY, UTAH

Sewer Access Easement #1

A parcel of land situated in the Southeast quarter of Section 8, Township 2 South, Range 4 East, Salt Lake Base and Meridian, for which the Basis of Bearing is South 00°20'20" West a distance of 2640.85 feet measured between the found brass caps monumentalizing the East line of the Southeast Quarter of Section 8, Township 2 South, Range 4 East, Salt Lake Base and Meridian;

More particularly described as follows:

Beginning at a point on the southeasterly boundary line of Supplemental Hotel Park City Condominium Plat, recorded as Entry 8 768956 in the Official Records of the Summit County Recorders Office, said point being 349.19 feet South 0°20'20" West along the East line of the Southeast Quarter of said Section 8, and 560.74 feet West from the East Quarter corner of said Section 8.

And running thence South 49°08'04" East 12.92 feet; thence South 18°28'24" East 443.24 feet to a point on a 110.00 foot radius arc to the right, thence southerly along said arc 88.04 feet thorough a central angle of 45°51'20", (chord bears South 4°27'16" West 85.71 feet); thence South 27°22'56" West 69.05 feet; thence South 73°42'59" East 23.78 feet; thence South 58°50'01" East 44.97 feet; thence North 89°03'01" West 47.07 feet; thence North 73°42'59" West 32.62 feet; thence South 88°25'05" West 31.31 feet; thence South 50°42'05" West 11.18 feet; thence North 89°02'12" West 37.14 feet; thence North 50°42'05" East 47.72 feet; thence North 88°25'05" East 36.73 feet; thence North 27°22'56" East 75.02 feet to a point on a 90.00 foot radius arc to the left; thence northerly along said arc a distance of 72.03 feet through a central angle of 45°51'20", (chord bears North 4°27'16" East 70.12 feet); thence North 18°28'24" West 437.76 feet; thence North 49°08'04" West 7.43 to the boundary line of said Supplemental Hotel Park City Condominium Plat; thence along said boundary line North 40°51'56" East 20.00 feet to the point of beginning.

Contains 15,021 square feet or 0.35 acres

Sewer Access Easement #2

A parcel of land situate in the Southeast Quarter of Section 8, Township 2 South, Range 4 East, Salt Lake Base and Meridian, for which the Basis of Bearing is South 00°20'20" West a distance of 2640.85 feet measured between the found brass caps monumentalizing the East line of the Southeast Quarter of Section 8, Township 2 South, Range 4 East, Salt Lake Base and Meridian;

More particularly described as follows:

Beginning at a point 972.66 feet South 00°20'20" West along the East line of the Southeast Quarter of said Section 8, and 519.83 feet West from the East Quarter Corner of said Section 8.

And running thence South 16°26'02" West 44.81 feet; thence South 6°42'55" East 54.87 feet; thence South 17°42'48" West 34.84 feet; thence South 9°22'45" West 121.31 feet; thence South 13°20'32" West 144.58 feet; thence South 11°35'23" West 107.44 feet; thence South 21°32'32" West 103.56 feet; thence South 27°18'18" West 140.49 feet more or less to the easterly Right of Way line for Three Kings Drive as per Road Dedication Plat, Recorded May 30, 1972 as Entry no. 116010 Official records of Summit County Recorders Office; said point being a point of curvature of a non-tangent 389.15 foot radius arc to the right (Radius point bears North 54°5'745" East) thence along said arc a distance of 27.63 feet through a central angle of 4°04'07" (chord bears North 33°00'11" West 27.63 feet); thence North 27°18'18" East 125.59 feet; thence North 21°32'32" East 100.27 feet; thence North 11°35'23" East 105.71 feet; thence North 13°20'32" East 144.12 feet; thence North 9°22'45" East 122.23 feet; thence North 17°42'48" East 31.39 feet; thence North 6°42'55" West 54.59 feet; thence North 16°26'02" East 43.08 feet; thence South 89°02'12" East 24.90 feet to the point of beginning.

Contains 17,750 square feet or 0.41 acres

Sewer Access Easement #3

A parcel of land situate in the Southeast Quarter of Section 8, Township 2 South, Range 4 East, Salt Lake Base and Meridian, for which the Basis of Bearing is South 00°20'20" West a distance of 2640.85 feet measured between the found brass caps monumentalizing the East line of the Southeast Quarter of Section 8, Township 2 South, Range 4 East, Salt Lake Base and Meridian;

More particularly described as follows:

Beginning at a point on the Southwesterly Right of Way line of Utah State Highway 224, said point being 183.40 feet South 0°20'20" West along the East line of the Southeast Quarter of said Section 8, and 75.65 feet West from the East Quarter Corner of said Section 8.

And running thence along a 140.00 foot radius non tangent arc to the left (Radius point bears South 73°34'28" East) and along said arc a distance of 100.80 feet through a central angle of 41°15'17" (chord bears South 4°12'07" East 98.64 feet); thence South 24°49'44" East 11.55 feet to a point on a 20.00 foot radius arc to the left thence along said arc a distance of 40.79 feet through a central angle of 118°50'48" (chord bears South 83°15'06" East 34.08 feet); thence North 38°19'29" East 30.40 feet; thence South 12°16'30" West 43.41 feet a point on a 40.00 foot radius non tangent arc to the right (Radius point bears North 39°15'35" West) thence along said arc a distance of 72.91 feet through a central angle of 104°25'52" (chord bears North 77°02'38" West 63.23 feet); thence North 24°49'44" West 11.55 feet to a point on a 160.00 foot radius arc to the right thence along said arc a distance of 120.30 feet through a central angle of 43°04'48" (chord bears North 3°17'21" West 117.49 feet)More or less to a point on the said Utah State Highway 224 Right of Way line; thence along a 623.70 foot radius non tangent arc to the left (Radius point bears North 31°43'22" East) thence along said arc 20.56 feet through a central angle of 1°53'20" (chord bears South 59°13'18" East 20.56 feet) to the point of beginning.

Contains 3,867 square feet or 0.09 acres

Sewer Access Easement #4

A parcel of land situate in the Southeast Quarter of Section 8 and the Southwest Quarter of Section 9, Township 2 South, Range 4 East, Salt Lake Base and Meridian, for which the Basis of Bearing is South 00°20'20" West a distance of 2640.85 feet measured between the found brass caps monumentalizing the East line of the Southeast Quarter of Section 8, Township 2 South, Range 4 East, Salt Lake Base and Meridian;

More particularly described as follows:

Beginning at a point 518.88 feet South 00°20'20" West along the East line of the Southeast Quarter of said Section 8, and 42.05 feet West from the East Quarter Corner of said Section 8.

And running thence South 26°12'33" East 142.85 feet; thence South 13°58'32" East 164.00 feet; thence South 22°25'56" East 99.89 feet; thence South 19°19'48" East 157.88 feet to a point of curvature of a 35.00 foot radius arc to the right, thence along said arc a distance of 40.04 feet through a central angle of 65°32'52" (chord bears South 13°26'38" West 37.89 feet); thence South 46°13'05" West 74.82 feet; thence South 39°39'44" West 115.95 feet; thence North 10°07'06" West 14.32 feet; thence North 9°30'35" West 38.46 feet; thence North 8°04'01" East 90.31 feet; thence North 14°18'13" West 142.83 feet; thence North 57°23'41" West 18.79 feet; thence North 7°07'47" West 166.33 feet; thence North 18°15'37" East 174.87 feet; thence South 14°18'13" East 151.08 feet; thence North 8°04'01" East 75.97 feet; thence North 39°39'44" East 77.11 feet; thence North 46°13'05" East 75.97 feet to a point on a 15.00 foot radius arc to the left, thence along said arc a distance of 17.16 feet through a central angle of 65°32'52" (chord bears North 13°26'38" East 16.24 feet); thence North 19°19'48" West 157.34 feet; thence North 22°25'56" West 100.82 feet; thence North 13°58'32" West 148.17 feet to a point on a 36.00 foot radius arc to the left, thence along said arc a distance of 108.80 feet through a central angle of 173°09'15" (chord bears South 79°26'51" West 71.87 feet); thence North 7°07'47" West 40.82 feet; thence North 12°50'01" East 122.04 feet; thence North 12°16'30" East 3.54 feet to the point of beginning.

Contains 26,818 square feet or 0.62 acres

Sewer Access Easement #5

A parcel of land situate in the Southeast Quarter of Section 8, Township 2 South, Range 4 East, Salt Lake Base and Meridian, for which the Basis of Bearing is South 00°20'20" West a distance of 2640.85 feet measured between the found brass caps monumentalizing the East line of the Southeast Quarter of Section 8, Township 2 South, Range 4 East, Salt Lake Base and Meridian;

More particularly described as follows:

Beginning at a point 898.58 feet South 00°20'20" West along the East line of the Southeast Quarter of said Section 8, and 55.64 feet West from the East Quarter Corner of said Section 8.

And running thence South 7°07'47" East 20.00 feet; thence South 82°52'13" West 40.00 feet; thence North 7°07'47" West 20.00 feet; thence North 82°52'13" East 40.00 feet to the point of beginning.

Contains 800 square feet or 0.02 acres

Sewer Access Easement #6

A parcel of land situate in the Southwest Quarter of Section 9, Township 2 South, Range 4 East, Salt Lake Base and Meridian, for which the Basis of Bearing is South 00°20'20" West a distance of 2640.85 feet measured between the found brass caps monumentalizing the East line of the Southeast Quarter of Section 8, Township 2 South, Range 4 East, Salt Lake Base and Meridian;

More particularly described as follows:

Beginning at a point 1254.54 feet South 00°20'20" West along the East line of the Southeast Quarter of said Section 8, and 3.43 feet East from the East Quarter Corner of said Section 8.

And running thence South 10°07'06" East 150.13 feet; thence North 19°55'18" West 79.49 feet; thence North 0°33'22" East 73.07 feet to the point of beginning.

Contains 1,016 square feet or 0.02 acres

Sewer Access Easement #7

A parcel of land situate in the Southwest Quarter of Section 9, Township 2 South, Range 4 East, Salt Lake Base and Meridian, for which the Basis of Bearing is South 00°20'20" West a distance of 2640.85 feet measured between the found brass caps monumentalizing the East line of the Southeast Quarter of Section 8, Township 2 South, Range 4 East, Salt Lake Base and Meridian;

More particularly described as follows:

Beginning at a point 1394.87 feet South 00°20'20" West along the East line of the Southeast Quarter of said Section 8, and 49.61 feet East from the East Quarter Corner of said Section 8.

And running thence South 21°59'21" East 198.23 feet; thence South 17°00'53" East 81.54 feet; thence South 21°54'21" East 100.00 feet to a point on a 40.00 foot radius arc to the left, thence along said arc a distance of 12.62 feet through a central angle of 18°04'58" (chord bears South 30°56'50" East 12.57 feet); thence South 39°59'19" East 52.70 feet to a point on a 10.00 foot radius arc to the left, thence along said arc a distance of 8.40 feet through a central angle of 48°09'00" (chord bears South 64°03'49" East 8.16 feet); thence South 88°08'20" East 46.40 feet to a point on a 60.00 foot radius arc to the right, thence along said arc a distance of 46.05 feet through a central angle of 43°58'33" (chord bears South 66°09'04" East 44.93 feet); thence South 44°09'47" East 221.13 feet; thence South 48°03'20" East 73.28 feet; thence South 35°00'51" East 259.76 feet More or less to a point on the North Right of Way line of Silver King Drive according to the official plat, recorded October 5, 1971 as Entry No. 114129 Official Records of Summit County Recorders Office; thence along said Right of Way line along a 4657.00 foot radius non tangent arc to the right (Radius point bears North 13°27'54" West) thence along said arc 21.52 feet through a central angle of 0°15'53" (chord bears South 76°40'12" West 21.52 feet); thence North 35°00'51" West 249.52 feet; thence North 48°03'20" West 71.68 feet; thence North 44°09'47" West 221.81 feet to a point on a 40.00 foot radius arc to the left, thence along said arc a distance of 30.70 feet through a central angle of 43°58'33" (chord bears North 66°09'04" West 29.95 feet); thence North 88°08'20" West 46.40 feet to a point on a 30.00 foot radius arc to the right, thence along said arc a distance of 25.21 feet through a central angle of 48°09'00" (chord bears North 64°03'49" West 24.48 feet); thence North 39°59'19" West 52.70 feet to a point on a 60.00 foot radius arc to the right, thence along said arc a distance of 18.93 feet through a central angle of 18°04'58" (chord bears North 30°56'50" West 18.86 feet); thence North 21°54'21" West 100.86 feet; thence North 17°00'53" East 81.53 feet; thence North 21°59'21" West 127.53 feet; thence North 3°15'26" East 22.51 feet; thence North 10°07'06" West 50.54 feet to the point of beginning.

Contains 21,066 square feet or 0.48 acres

Sewer line Easement

A parcel of land situate in the Southeast Quarter of Section 8 and the Southwest Quarter of Section 9, Township 2 South, Range 4 East, Salt Lake Base and Meridian, for which the Basis of Bearing is South 00°20'20" West a distance of 2640.85 feet measured between the found brass caps monumentalizing the East line of the Southeast Quarter of Section 8, Township 2 South, Range 4 East, Salt Lake Base and Meridian;

More particularly described as follows:

Beginning at a point on the Southwesterly Right of Way line of Utah State Highway 224, said point being 225.67 feet South 00°20'20" West along the East line of the Southeast Quarter of said Section 8, and 19.45 feet East from the East Quarter Corner of said Section 8.

And running thence South 12°01'53" West 31.35; thence South 12°16'30" West 270.18 feet; thence South 12°50'01" West 122.04 feet; thence South 7°07'47" East 329.99 feet; thence South 9°30'35" East 245.90 feet; thence South 10°07'06" East 237.01 feet; thence South 3°15'26" West 33.99 feet to a point on the East boundary of Three Kings Condominium according to the official plat, recorded October 5, 1971 as Entry No. 114130 Official Records of Summit County Recorders Office; thence along said Boundary the following two (2) courses 1) North 14°35'00" West 33.47 feet; 2) North 87°06'46" West 9.78 feet; thence North 10°07'06" West 234.61 feet; thence North 9°30'35" West 237.88 feet; thence North 89°07'43" West 346.73 feet; thence North 89°02'13" West 220.45 feet to a point on the East boundary of Payday Condominium according to the official plat, recorded June 2, 1972 as Entry No. 116125 Official Records of Summit County Recorders Office; thence along said Boundary the following two (2) courses 1) North 5°46'23" East 16.41 feet; 2) North 17°16'21" West 3.85 feet; thence South 89°02'13" East 220.26 feet; thence South 89°07'43" East 343.54 feet; thence North 7°07'47" West 322.21 feet; thence North 12°50'01" East 125.46 feet; thence North 12°16'30" East 270.04 feet; thence North 12°01'53" East 34.52 feet to a point on the Southwesterly Right of Way line for Utah State Highway 224, said point being a point on a non-tangent 623.70 foot radius arc to the left (Radius point bears North 22°04'07" East) thence along said Right of Way line a distance of 20.26 feet through a central angle of 1°51'39" (chord bears South 68°51'42" East 20.25 feet) to the point of beginning.

Contains 36,293 square feet or 0.83 acre

Power & Gas Easement

A parcel of land situate in the Northeast Quarter of Section 8, Township 2 South, Range 4 East, Salt Lake Base and Meridian, for which the Basis of Bearing is South 00°20'20" West a distance of 2640.85 feet measured between the found brass caps monumentalizing the East line of the Southeast Quarter of Section 8, Township 2 South, Range 4 East, Salt Lake Base and Meridian;

More particularly described as follows:

Beginning at a point on the Southerly Right of Way line of Thaynes Canyon Drive, said point is 582.03 feet North 00°22'05" East a distance of along the East line of the Northeast Quarter of said Section 8, and 1009.20 feet West from the East Quarter Corner of said Section 8.

And running thence South 13°45'50" West 391.20 feet; thence South 42°03'50" East 149.61 feet; thence North 77°49'13" East 13.15 feet; thence South 12°10'47" East 20.00 feet; thence South 77°49'13" West 24.13 feet; thence North 44°50'25" West 206.06 feet; thence South 65°25'14" West 24.60 feet; thence North 24°34'46" West 31.33 feet; thence South 65°26'04" West 10.64 feet; thence North 24°34'46" West 12.17 feet; thence North 65°25'14" East 97.43 feet; thence North 13°45'50" East 300.76 feet; North 22°30'00" West 13.63 feet to the said southerly Right of Way line of Thaynes Canyon Drive; said point being a point of curvature of a non-tangent 175.00 foot radius arc to the right (Radius point bears South 1°24'22" West) thence along said arc a distance of 38.35 feet through a central angle of 12°33'26" (chord bears South 82°18'56" East 38.28 feet) to the point of beginning.

Contains 19,484 square feet or 0.45 acres

Waterline Easement

A parcel of land situate in the Northeast Quarter of Section 8, Township 2 South, Range 4 East, Salt Lake Base and Meridian, for which the Basis of Bearing is South 00°20'20" West a distance of 2640.85 feet measured between the found brass caps monumentalizing the East line of the Southeast Quarter of Section 8, Township 2 South, Range 4 East, Salt Lake Base and Meridian;

More particularly described as follows:

Beginning at a point 130.18 feet North 00°22'05" East along the East line of the Northeast Quarter of said Section 8, and 1362.74 feet West from the East Quarter Corner of said Section 8.

And running thence South 22°30'01" East 81.67 feet; thence South 67°29'59" West 10.00 feet; thence North 22°30'01" West 85.04 feet to a point on a 50.00 foot radius curve to the left (Radius point bears North 2°10'17" East) thence along said arc a distance of 10.57 feet through a central angle of 12°06'51" (chord bears North 86°06'51" East 10.55 feet) to the point of beginning.

Contains 832 square feet or 0.02 acres



Ward Engineering Group
Planning ♦ Engineering ♦ Surveying
231 West 800 South
Salt Lake City, Utah 84101
Phone: (801)487-8040 Fax: (801)487-8668

COUNTY RECORDED

RECORDED NO.:
STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT
THE REQUEST OF: _____
DATE _____ TIME _____ BOOK _____ PAGE _____
FEES _____
SUMMIT COUNTY RECORDER

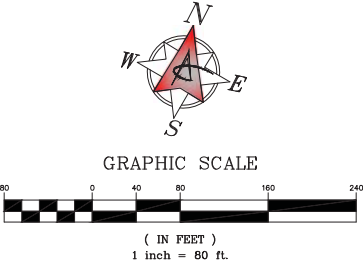
THAYNES CANYON
#2 SUBDIVISION
ENTRY #130671

PARK CITY BACK NINE SUBDIVISION

LOCATED WITHIN EAST HALF SECTION 8 AND A PORTION OF THE
WEST HALF OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE & MERIDIAN.
1541 THAYNES CANYON DRIVE, PARK CITY, UTAH 84060

Curve Table					
Curve #	Length	Radius	Delta	Chord	Length
C1	59.05	585.32	5°46'49"	S18° 45' 36.88"E	59.02
C2	102.00	60.00	97°24'10"	N27° 03' 01.72"E	90.15
C3	88.71	4657.00	1°05'29"	N76° 17' 53.17"E	88.71
C4	55.81	543.50	5°53'01"	S69° 39' 51.09"E	55.79
C5	55.80	219.50	14°33'55"	S59° 26' 23.09"E	55.65
C6	221.27	389.15	32°34'42"	S35° 52' 00.47"E	218.30
C7	58.06	545.00	6°06'14"	N54° 03' 21.28"W	58.03
C8	219.91	630.00	20°00'00"	S47° 06' 29.61"E	218.80
C9	83.08	340.00	14°00'01"	N44° 06' 30.56"W	82.87
C10	397.31	575.00	39°35'24"	S31° 18' 43.99"E	389.45
C11	21.44	15.00	81°53'41"	S39° 44' 41.21"W	19.66
C12	83.12	175.00	27°12'53"	N85° 42' 42.68"W	82.34
C13	484.41	623.70	44°30'00"	S51° 00' 49.66"E	472.33
C14	78.64	290.00	15°32'10"	S8° 06' 58.19"E	78.39
C15	60.53	620.32	5°35'27"	S18° 39' 55.88"E	60.51
C16	71.50	45.00	91°02'21"	N24° 03' 31.07"E	64.21

Line Table		
Line #	Length	Direction
L1	33.07	S20° 15' 30.75"E
L2	37.64	S16° 53' 45.75"E
L3	81.68	N44° 21' 04.25"E
L4	55.38	N9° 31' 38.75"W
L5	7.81	N68° 17' 35.25"E
L6	38.29	N40° 51' 29.25"E
L7	31.66	S66° 04' 57.75"E
L8	38.40	N76° 52' 28.25"E
L9	35.17	S87° 00' 09.75"E
L10	27.88	N32° 38' 40.25"E
L11	54.80	N44° 32' 08.75"W
L12	39.88	N30° 00' 23.75"W
L13	62.07	S80° 23' 25.25"W
L14	18.97	N41° 40' 31.75"W
L15	60.33	N7° 52' 02.25"E
L16	45.52	N25° 03' 09.25"E
L17	2.19	N66° 08' 14.75"W
L18	87.31	N21° 33' 29.25"E
L19	103.80	N67° 26' 11.25"E
L20	68.02	N23° 47' 35.88"W
L21	42.19	N54° 40' 54.25"E
L22	8.07	N69° 34' 41.52"E
L23	14.00	N14° 14' 51.37"W



Ward Engineering Group
Planning Engineering Surveying
231 West 800 South
Salt Lake City, Utah 84101
Phone: (801)487-8040 Fax: (801)487-8668

COUNTY RECORDER

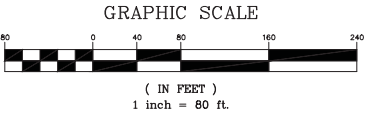
RECORDED NO.:
STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT
THE REQUEST OF:
DATE _____ TIME _____ BOOK _____ PAGE _____
FEES _____
SUMMIT COUNTY RECORDER

PARK CITY BACK NINE SUBDIVISION

LOCATED WITHIN EAST HALF SECTION 8 AND A PORTION OF THE WEST HALF OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN.
1541 THAYNES CANYON DRIVE, PARK CITY, UTAH 84060

Curve Table					
Curve #	Length	Radius	Delta	Chord	Length
C1	59.05	585.32	5°46'49"	S18° 45' 36.88"E	59.02
C2	102.00	60.00	97°24'10"	N27° 03' 01.72"E	90.15
C3	88.71	4657.00	1°05'29"	N76° 17' 53.17"E	88.71
C4	55.81	543.50	5°53'01"	S69° 39' 51.09"E	55.79
C5	55.80	219.50	14°33'55"	S59° 26' 23.09"E	55.65
C6	221.27	389.15	32°34'42"	S35° 52' 00.47"E	218.30
C7	58.06	545.00	6°06'14"	N54° 03' 21.28"W	58.03
C8	219.91	630.00	20°00'00"	S47° 06' 29.61"E	218.80
C9	83.08	340.00	14°00'01"	N44° 06' 30.56"W	82.87
C10	397.31	575.00	39°35'24"	S31° 18' 43.99"E	389.45
C11	21.44	15.00	81°53'41"	S39° 44' 41.21"W	19.66
C12	83.12	175.00	27°12'53"	N85° 42' 42.68"W	82.34
C13	484.41	623.70	44°30'00"	S51° 00' 49.66"E	472.33
C14	78.64	290.00	15°32'10"	S8° 06' 58.19"E	78.39
C15	60.53	620.32	5°35'27"	S18° 39' 55.88"E	60.51
C16	71.50	45.00	91°02'21"	N24° 03' 31.07"E	64.21

Line Table		
Line #	Length	Direction
L1	33.07	S20° 15' 30.75"E
L2	37.64	S16° 53' 45.75"E
L3	81.68	N44° 21' 04.25"E
L4	55.38	N9° 31' 38.75"W
L5	7.81	N68° 17' 35.25"E
L6	38.29	N40° 51' 29.25"E
L7	31.66	S66° 04' 57.75"E
L8	38.40	N76° 52' 28.25"E
L9	35.17	S87° 00' 09.75"E
L10	27.88	N32° 38' 40.25"E
L11	54.80	N44° 32' 08.75"W
L12	39.88	N30° 00' 23.75"W
L13	62.07	S80° 23' 25.25"W
L14	18.97	N41° 40' 31.75"W
L15	60.33	N7° 52' 02.25"E
L16	45.52	N25° 03' 09.25"E
L17	2.19	N66° 08' 14.75"W
L18	87.31	N21° 33' 29.25"E
L19	103.80	N67° 26' 11.25"E
L20	68.02	N23° 47' 35.88"W
L21	42.19	N54° 40' 54.25"E
L22	8.07	N69° 34' 41.52"E
L23	14.00	N14° 14' 51.37"W



MAP LEGEND

- BOUNDARY LINE
- CENTERLINE
- RIGHT OF WAY
- LOT LINE
- DEED LINE
- RADIAL LINE
- SECTION CORNER MONUMENT
- FOUND BRASS CAP - SEE TYPICAL
- FOUND REBAR - NOTED ON PLAN
- CORNER TO BE SET WITH REBAR AND CAP #155100



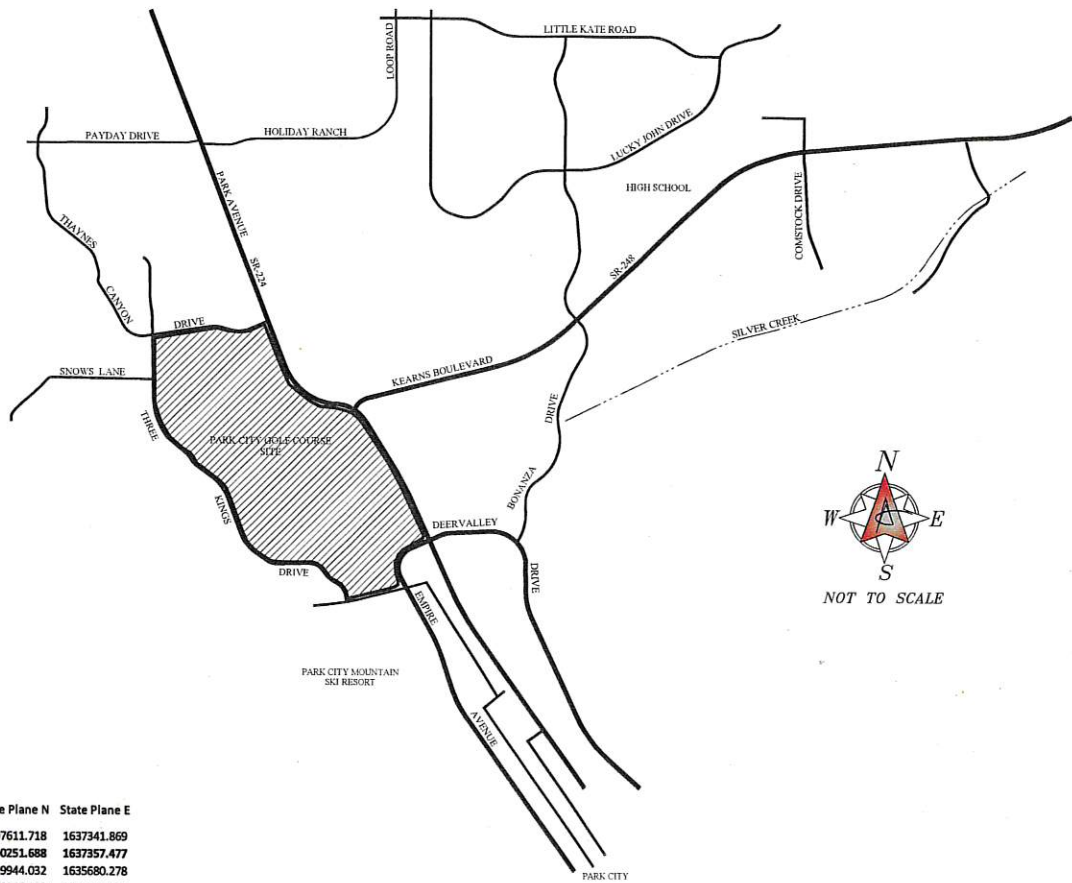
Ward Engineering Group
Planning Engineering Surveying
231 West 800 South
Salt Lake City, Utah 84101
Phone: (801)487-8040 Fax: (801)487-8668

COUNTY RECORDER

RECORDED NO.: _____
STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT _____
THE REQUEST OF: _____
DATE _____ TIME _____ BOOK _____ PAGE _____
FEES _____
SUMMIT COUNTY RECORDER

PARK CITY - GOLF COURSE RECORD OF SURVEY
BOUNDARY / TOPOGRAPHIC SURVEY

LOCATED WITHIN EAST HALF SECTION 8 AND A PORTION OF THE
WEST HALF OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
1541 THAYNES CANYON DRIVE, PARK CITY, UTAH 84060



VICINITY MAP

SURVEY CONTROL

Point Id	Northing [ftUS]	Eastng [ftUS]	Ortho. Height [ftUS]	WGS84 Latitude [°]	WGS84 Longitude [°]	WGS84 Ellip. Height [ftUS]	Code	State Plane N	State Plane E
100	3,398,687.45	1,637,860.27	6,897.35	40° 39' 13.89" N	111° 30' 39.89" W	6,846.45	BRASS MON SE Section 8	3397611.718	1637341.869
101	3,401,328.25	1,637,875.89	6,805.38	40° 39' 39.98" N	111° 30' 39.69" W	6,754.43	SC E1/4 Section 8	3400251.688	1637357.477
1311000	3,401,020.50	1,636,198.16	6,878.80	40° 39' 36.93" N	111° 31' 01.46" W	6,827.87	RBC YELLOW	3399944.032	1635680.278
1311001	3,401,222.73	1,636,184.44	6,878.28	40° 39' 38.93" N	111° 31' 01.63" W	6,827.35	REBAR NO CAP	3400146.193	1635666.568
1311002	3,401,222.60	1,636,281.66	6,869.98	40° 39' 38.93" N	111° 31' 00.37" W	6,819.04	RBC YELLOW	3400146.062	1635763.757
1311003	3,401,331.21	1,636,302.50	6,868.86	40° 39' 40.00" N	111° 31' 00.10" W	6,817.92	REBAR NO CAP	3400254.641	1635784.584
1311004	3,401,434.61	1,636,303.88	6,866.40	40° 39' 41.03" N	111° 31' 00.09" W	6,815.46	RBC YELLOW	3400358.011	1635785.964
1311005	3,401,477.43	1,636,288.12	6,867.09	40° 39' 41.45" N	111° 31' 00.29" W	6,816.15	REBAR NO CAP	3400400.819	1635770.208
1311006	3,401,352.96	1,636,181.68	6,876.73	40° 39' 40.22" N	111° 31' 01.67" W	6,825.79	REBAR NO CAP	3400276.39	1635663.808
2091000	3,403,955.46	1,637,892.77	6,754.01	40° 40' 05.93" N	111° 30' 39.48" W	6,703.02	SC NE Section 8	3402878.063	1637374.357
2091001	3,403,971.67	1,637,892.98	6,753.65	40° 40' 06.09" N	111° 30' 39.48" W	6,702.66	REBAR NO CAP	3402894.265	1637374.563
2091002	3,400,986.28	1,637,897.18	6,810.67	40° 39' 36.60" N	111° 30' 39.42" W	6,759.72	BRASS MON	3399909.821	1637378.768
2091003	3,400,500.16	1,638,265.63	6,825.28	40° 39' 31.80" N	111° 30' 34.64" W	6,774.34	BRASS MON	3399423.857	1637747.097
2091004	3,399,923.32	1,638,376.70	6,843.77	40° 39' 26.10" N	111° 30' 33.20" W	6,792.85	BRASS MON	3398847.203	1637858.133
2091005	3,399,683.09	1,638,538.59	6,854.49	40° 39' 23.73" N	111° 30' 31.10" W	6,803.57	BRASS MON	3398607.048	1638019.967
2091006	3,400,565.58	1,636,974.73	6,823.13	40° 39' 32.44" N	111° 30' 51.38" W	6,772.20	REBAR NO CAP	3399489.231	1636456.607
2091007	3,400,132.31	1,637,266.75	6,834.67	40° 39' 28.16" N	111° 30' 47.59" W	6,783.75	BRASS MON	3399056.122	1636748.53
2091008	3,400,099.70	1,637,234.93	6,840.72	40° 39' 27.25" N	111° 30' 48.01" W	6,789.80	BRASS MON	3398963.541	1636716.726
2091009	3,399,899.07	1,637,229.54	6,854.74	40° 39' 25.86" N	111° 30' 48.08" W	6,803.82	BRASS MON	3398822.955	1636711.334
2091010	3,399,807.94	1,637,209.36	6,862.58	40° 39' 24.96" N	111° 30' 48.34" W	6,811.66	BRASS MON	3398731.855	1636691.161
2091011	3,399,767.41	1,637,095.44	6,865.95	40° 39' 24.56" N	111° 30' 49.81" W	6,815.03	BRASS MON	3398691.338	1636577.279
2141000	3,401,332.67	1,637,333.50	6,816.46	40° 39' 40.02" N	111° 30' 46.73" W	6,765.51	RBC YELLOW PSOMAS	3400256.102	1636815.262
2141001	3,400,926.98	1,637,076.07	6,827.06	40° 39' 36.01" N	111° 30' 50.07" W	6,776.12	RBC YELLOW PSOMAS	3399850.54	1636557.914
2141002	3,400,825.45	1,637,156.66	6,827.49	40° 39' 35.01" N	111° 30' 49.02" W	6,776.55	RBC YELLOW PSOMAS	3399749.039	1636638.475
2151000	3,400,983.72	1,637,083.93	6,826.94	40° 39' 36.57" N	111° 30' 49.97" W	6,776.00	RBC YELLOW PSOMAS	3399907.265	1636565.775
2151001	3,399,099.42	1,638,607.17	6,882.68	40° 39' 17.96" N	111° 30' 30.21" W	6,831.77	BRASS MON	3398023.562	1638088.526
2151002	3,399,078.05	1,638,521.41	6,883.75	40° 39' 17.75" N	111° 30' 31.32" W	6,832.84	BRASS MON	3398002.199	1638002.799
2151004	3,399,430.98	1,637,433.58	6,878.40	40° 39' 21.24" N	111° 30' 45.43" W	6,827.49	BRASS MON	3398355.009	1636915.309
2151005	3,399,478.68	1,637,333.31	6,880.17	40° 39' 21.71" N	111° 30' 46.73" W	6,829.26	REBAR NO CAP	3398402.703	1636815.073
2151006	3,399,554.40	1,637,236.13	6,881.27	40° 39' 22.45" N	111° 30' 47.99" W	6,830.36	BRASS MON	3398478.394	1636717.822
2151007	3,399,731.26	1,637,108.23	6,868.59	40° 39' 24.20" N	111° 30' 49.65" W	6,817.68	BRASS MON	3398655.197	1636590.059
2161000	3,400,408.53	1,636,855.83	6,832.19	40° 39' 30.89" N	111° 30' 52.92" W	6,781.26	BRASS MON	3399332.254	1636337.738
2161001	3,400,369.45	1,636,761.64	6,838.91	40° 39' 30.50" N	111° 30' 54.15" W	6,787.99	REBAR NO CAP	3399293.19	1636243.587
2161004	3,400,539.53	1,636,568.44	6,852.33	40° 39' 32.18" N	111° 30' 56.65" W	6,801.41	BRASS MON	3399463.218	1636050.447
2161005	3,400,970.02	1,636,845.94	6,837.70	40° 39' 36.44" N	111° 30' 53.05" W	6,786.77	REBAR NO CAP	3399893.572	1636327.854
2161006	3,401,040.87	1,636,775.37	6,841.71	40° 39' 37.14" N	111° 30' 53.97" W	6,790.77	REBAR NO CAP	3399964.399	1636257.306
2161007	3,400,782.24	1,636,415.35	6,864.77	40° 39' 34.58" N	111° 30' 58.64" W	6,813.84	BRASS MON	3399705.844	1635897.403
2161008	3,400,740.95	1,636,343.22	6,866.46	40° 39' 34.17" N	111° 30' 59.57" W	6,815.53	BRASS MON	3399664.57	1635825.296
2161020	3,400,604.54	1,636,508.78	6,857.21	40° 39' 32.83" N	111° 30' 57.43" W	6,806.28	CP NAIL WASHER MERIDIAN	3399528.2	1635990.799
2161021	3,401,813.50	1,636,184.66	6,864.72	40° 39' 44.77" N	111° 31' 01.63" W	6,813.78	REBAR NO CAP DAMAGED	3400736.779	1635666.784
2161022	3,401,900.52	1,636,898.92	6,826.45	40° 39' 45.63" N	111° 30' 52.37" W	6,775.50	BRASS MON	3400823.769	1636380.823
2161023	3,400,740.89	1,636,343.22	6,866.45	40° 39' 34.17" N	111° 30' 59.57" W	6,815.52	BRASS MON	3399664.513	1635825.295

SURVEYOR'S CERTIFICATE
I, SATTAR N. TABRIZ, A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE NUMBER 155100, IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH HEREBY CERTIFY THAT I HAVE MADE A SURVEY OF THE HEREON DESCRIBED TRACT OF LAND AND THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF SAID SURVEY.

SATTAR N. TABRIZ, P.L.S.
UTAH LICENSE NO.: 155100
DATE:
HEREIN.

SURVEYOR'S NARRATIVE
WARD ENGINEERING WAS RETAINED BY PARK CITY MUNICIPAL CORPORATION TO SURVEY THE SUBJECT PROPERTY PRIOR TO SUBDIVISION PLAT AND DESIGN.
THE BASIS OF BEARING IS SOUTH 00°20'20" WEST A DISTANCE OF 2640.85 FEET MEASURED BETWEEN THE FOUND BRASS CAPS MONUMENTALIZING THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN.
PARK AVENUE CONDOMINIUM, THREE KINGS CONDOMINIUM, PAYDAY CONDOMINIUM, THAYNES CANYON ROAD RIGHT-OF-WAY, THREE KINGS ROAD RIGHT-OF-WAY, SILVER KING DRIVE ROAD RIGHT-OF-WAY AND EMPIRE ROAD RIGHT-OF-WAY WERE LOCATED USING FOUND BRASS CAP MONUMENTS SET PER RECORD OF SURVEY S-2362. OTHER BOUNDARY CORNERS FOR ADJACENT SUBDIVISIONS WERE SEARCHED FOR BUT NOT FOUND.
THAYNES CANYON SUBDIVISION, PARK CITY HOTEL CONDOMINIUM, HOTEL PARK CITY RESIDENTIAL CONDOMINIUM, AND HOTEL PARK CITY RESIDENTIAL CONDOMINIUM SUPPLEMENTAL PLAT WERE LOCATED USING FOUND REBAR AND CAP AS SHOWN.
UTAH STATE ROAD 224 HAS A DISCREPANCY IN THE RADIUS INFORMATION. PLAT INFORMATION FOR HOTEL PARK CITY CONDOMINIUM AND PARK AVENUE CONDOMINIUM SHOW THE RADIUS TO BE 623.70'. ENTRY 601046 AND RECORD OF SURVEY S-2362 SHOW THE RADIUS TO BE 623.70'. UDOT PROJECT DOCUMENTS P-08002 SHEETS 22 AND 23 HAVE CONFLICTING CURVE INFORMATION BUT SHOW THE RADIUS AS 572.56' + 62.54' OFFSET FROM CENTERLINE = 635.10'. THE DECISION WAS MADE TO HOLD 623.70' FOOT RADIUS AS THIS MATCHES THE PREPONDERANCE OF EVIDENCE AND OCCUPATION. AT THE TIME OF THIS SURVEY, WE COULD NOT LOCATE AN ORIGINAL DOCUMENT FOR THE RIGHT-OF-WAY SHOWING THIS RADIUS.

- GENERAL NOTES**
- THE MAP WAS PREPARED BASED UPON COMMITMENT FOR TITLE INSURANCE PREPARED BY STEWART TITLE GUARANTY COMPANY, FILE NO.: 26061, WITH AN EFFECTIVE DATE OF MARCH 6, 2017, AT 8:00 AM. ONLY EASEMENT REFERENCED IN THE ABOVE COMMITMENT ARE ADDRESSED BY THIS MAP.
 - THIS MAP IS NOT PROOF OF OWNERSHIP.
 - THIS MAP MAKES NO ASSUMPTIONS AS TO ANY UNWRITTEN RIGHTS THAT MAY EXIST BY AND BETWEEN THE ADJOINING LAND OWNERS.
 - COURSES AND DISTANCES SHOWN ON THIS MAP ARE MEASURED DIMENSIONS TAKEN FROM ACTUAL FIELD MEASUREMENTS, UNLESS CONTAINED WITHIN PARENTHESIS INDICATING A RECORD COURSE OR DISTANCE. RECORD INFORMATION IS TAKEN FROM MAPS, PLATS, DEEDS OF RECORD, OR OTHER SOURCES OF RECORD INFORMATION.
 - ZONING FOR THIS SITE IS ZONE ID #14, TYPE ROS (RECREATIONAL OPEN SPACE) PER CITY ZONING MAP.

LEGAL DESCRIPTION
SEE SHEET 2 OF 6

MAP LEGEND

BOUNDARY LINE	---
CENTERLINE	---
RIGHT OF WAY	---
LOT LINE	---
DEED LINE	---
RADIAL LINE	---
FENCE LINE (CHAINLINK)	---
CONCRETE	---
ASPHALT	---
OVERHEAD POWER LINE	---
SECTION CORNER MONUMENT	---
FOUND BRASS CAP - SEE TYPICAL	---
FOUND REBAR - NOTED ON PLAN	---
CORNER TO BE SET WITH REBAR AND CAP #155100	---
BOUNDARY CORNER NOT TO BE SET	---
POWER POLE	---
LIGHT POLE	---
FIRE HYDRANT	---
WATER VALVE	---
WATER METER	---
SEWER CLEANOUT	---
GAS METER	---
POWER METER	---
MAJOR CONTOUR	---
MINOR CONTOUR	---

NOTE:
CONTOURS ARE SHOWN IN 1' INTERVALS

DRAWN BY: FWB
FIELD CREW: JRL
CHECKED BY: SNT
DATE: 3/09/18

CLIENT: PARK CITY, UTAH
DWC: SURVEY BASE COVER
JOB No.: 6014-PCITY08-1B
SHEET NO.: 2 OF 2
DIMENSIONS AND NOTES HAVE PRECEDENCE OVER SCALE.

BOUNDARY AND TOPOGRAPHIC SURVEY OF
PARK CITY MUNICIPAL GOLF COURSE
1541 THAYNES CANYON DRIVE, PARK CITY, UTAH 84060
LOCATED IN THE EAST HALF OF SECTION 8, TOWNSHIP 2 SOUTH,
RANGE 4 EAST, AND THE A PORTION OF THE WEST HALF OF SECTION 9,
SALT LAKE BASE & MERIDIAN.

REVISIONS

No.	DATE	BY	REVISION

141 (801) 487-8010 231 West 800 South
142 (801) 487-8668 Salt Lake City, Utah 84101
www.wardengr.com
Ward Engineering Group
Planning • Engineering • Surveying
Since 1981

BOUNDARY / TOPOGRAPHIC SURVEY

A parcel of land lying adjacent to the East half of Section 8 and the Southwest Quarter of Section 9, Township 2 South, Range 4 East, Salt Lake Base and Meridian, for which the Basis of Bearing is South 00°02'20" West a distance of 2640.85 feet measured between the found brass caps monumentalizing the East line of the Southeast Quarter of Section 8, Township 2 South, Range 4 East, Salt Lake Base and Meridian; being those portions of the East Half of Section 8 and the Southwest Quarter of Section 9, Township 2 South, Range 4 East, Salt Lake Base and Meridian lying North and East of Three Kings Drive, South of Thaynes Canyon Drive, South and West of Utah State Highway 224, North of Silver King Drive, and North and West of Empire Avenue less and excepting:

8. THENCE North 64° 14' 09" West a distance of 294.65 feet.
9. THENCE South 58° 30' 51" West a distance of 102.84 feet.
10. THENCE South 16° 50' 51" West a distance of 108.00 feet.
11. THENCE South 32° 53' 31" West a distance of 87.09 feet to the beginning of a 545.00 foot non-tangential curve to the left, (Radius point bears South 88°59'46" West) said point also being in the Northeastery Right-of-Way line of Three Kings Drive

THENCE coincident with the Northeasterly Right-of-Way line of Three Kings Drive the following six (6) courses

1. Along said 545.00 foot radius to the left, an arc length of 58.06 feet through a central angle of 06° 06' 14", (chord bears North 54° 03' 21" West a distance of 58.03 feet).
2. THENCE North 57° 06' 29" West a distance of 39.07 feet to the beginning of a 630.00 foot radius curve to the right, (Radius point bears North 52° 53' 31" East)
3. THENCE along said 630.00 foot radius curve to the right, an arc length of 219.91 feet through a central angle of 19° 59' 59", (chord bears North 47° 06' 29" West a distance of 218.80 feet) to the beginning of a non-tangential 340.00 foot radius curve to the left. (Radius point bears South 52° 53' 30" West)
4. THENCE along said 340.00 foot radius curve to the left, an arc length of 83.08 feet through a central angle of 14° 00' 01", (chord bears North 44° 06' 31" West a distance of 82.87 feet) to a point of intersection with a non-tangential line.
5. THENCE North 51° 06' 26" West a distance of 141.13 feet to the beginning of a 575.00 radius curve to the right, (Radius point bears North 38° 53' 34" East)
6. THENCE along said 575.00 foot radius curve to the right, an arc length of 397.31 feet through a central angle of 39° 35' 24", (chord bears N 31° 18' 44" West a distance of 389.45 feet) to a point the Southerly boundary of Tractes Canyon No 5 Subdivision according to the official plat thereof, recorded July 29, 1993 as Entry No 384064, Official Records of Summit County.

THENCE coincident with the Southerly and Easterly boundary of Thaynes Canyon No. 5 Subdivision the following four (4) courses

1. South 89° 54' 09" East a distance of 45.60 feet.
2. THENCE North 10° 35' 51" East a distance of 316.23 feet.
3. THENCE North 01° 05' 51" East a distance of 103.33 feet.
4. THENCE North 19° 54' 09" West a distance of 385.80 feet to the beginning of a 15.00 foot radius non-tangential curve to the right, (Radius point bears North 88° 47' 51" East) said point also being in the Southerly Right-of-Way line of Thames Canyon Drive.

THENCE coincident with the Southerly Right-of-Way line of Thaynes Canyon Drive the following three (3) courses:

1. Along said 15.00 foot radius curve to the right, an arc length of 21.44 feet to intersection of 81° 53' 41", (chord bears North 39° 44' 41" East a distance of 19.66 feet) to a point of Intersection with a non-tangential line.
2. THENCE North 80° 40' 51" East a distance of 622.59 feet to the beginning of a 175.00 foot radius curve to the right, (radius point bears South 09°19'09" East)
3. THENCE along said 175.00 foot radius curve to the right, an arc length of 83.12 feet through a point of 27° 53' 33" (chord bears South 85° 43' East a distance of 82.34 feet) to the Westerly boundary of Hotel Park City Condominium according to the official plat thereof, recorded October 7, 2004 as Entry No.713087, Official Records of Summit County.

THENCE coincident with said boundary of Hotel Park City Condominium the following thirty-nine (39) courses

1. South 13° 45' 50" West a distance of 237.95 feet.
2. THENCE South 76° 13' 45" East a distance of 144.85 feet.
3. THENCE South 21° 10' 15" East a distance of 35.00 feet.
4. THENCE South 66° 08' 15" East a distance of 300.00 feet.
5. THENCE South 30° 42' 40" East a distance of 115.82 feet.
6. THENCE South 21° 10' 12" East a distance of 59.12 feet.
7. THENCE North 68° 53' 59" East a distance of 132.86 feet.
8. THENCE South 41° 45' 38" West a distance of 159.42 feet.
9. THENCE South 23° 51' 40" West a distance of 182.42 feet.
10. THENCE South 50° 12' 51" West a distance of 109.48 feet.
11. THENCE South 69° 28' 40" West a distance of 116.88 feet.
12. THENCE South 20° 15' 45" East a distance of 40.90 feet.
13. THENCE South 50° 13' 08" West a distance of 28.73 feet.
14. THENCE South 28° 23' 17" East a distance of 96.03 feet.
15. THENCE South 63° 59' 59" East a distance of 38.91 feet.
16. THENCE South 41° 50' 20" East a distance of 39.65 feet.
17. THENCE South 20° 15' 31" East a distance of 33.07 feet.
18. THENCE South 16° 53' 46" East a distance of 37.64 feet.
19. THENCE North 44° 21' 04" East a distance of 81.68 feet.
20. THENCE North 15° 33' 02" East a distance of 112.57 feet.
21. THENCE North 09° 31' 39" West a distance of 55.38 feet.
22. THENCE North 68° 17' 35" East a distance of 7.81 feet.
23. THENCE North 40° 51' 29" East a distance of 38.29 feet.
24. THENCE South 89° 30' 22" East a distance of 102.04 feet.
25. THENCE South 66° 04' 58" East a distance of 31.66 feet.
26. THENCE North 76° 52' 28" East a distance of 38.40 feet.
27. THENCE South 87° 00' 10" East a distance of 35.17 feet.
28. THENCE North 32° 38' 40" East a distance of 27.88 feet.
29. THENCE North 44° 32' 09" West a distance of 54.80 feet.
30. THENCE North 30° 00' 24" West a distance of 39.88 feet.
31. THENCE South 80° 23' 25" West a distance of 62.07 feet.
32. THENCE North 41° 40' 32" West a distance of 18.97 feet.
33. THENCE North 07° 52' 02" East a distance of 60.33 feet.
34. THENCE North 25° 03' 09" East a distance of 45.52 feet.
35. THENCE North 66° 08' 15" West a distance of 2.19 feet.
36. THENCE North 21° 33' 29" East a distance of 87.31 feet.
37. THENCE North 67° 26' 11" East a distance of 103.80 feet.
38. THENCE North 23° 47' 36" West a distance of 68.02 feet.
39. THENCE North 54° 40' 54" East a distance of 42.19 feet to the Southerly Right-of-Way line of Utah State Highway 224 and the beginning of a 623.70 foot non-tangential curve to the left, (Radius point bears North 61°41'00" East)

THENCE along said Right-of-Way and said 623.70 foot radius curve to the left, an arc length of 484.41 feet through a central angle of 44° 29' 60", (chord bears South 51° 00' 50" East a distance of 472.33 feet) more or less to the point of beginning

The above described parcel contain 67.89 acres more or less.

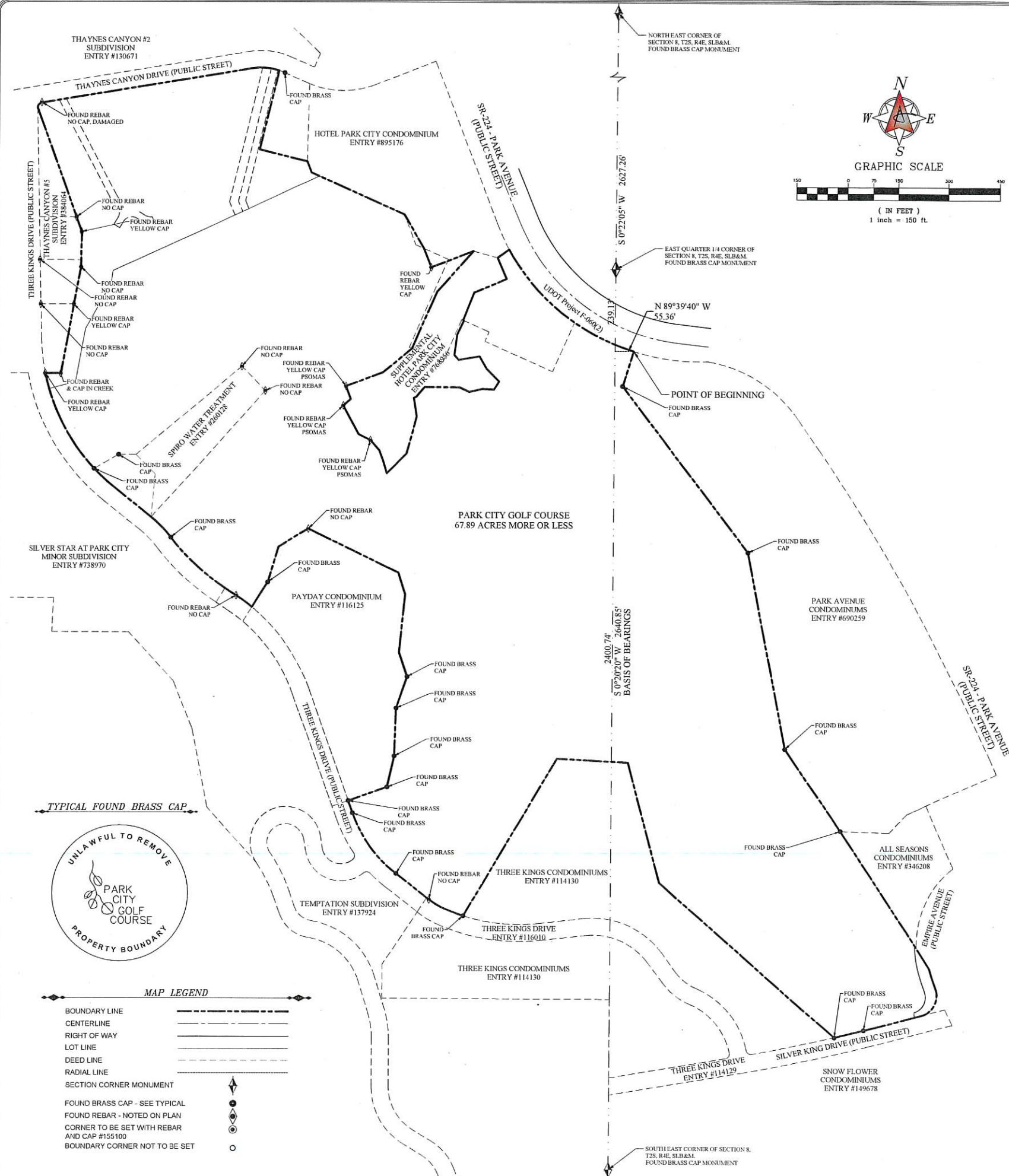
DRAWN BY: FWH
FIELD CREW: JRJ
CHECKED BY: SNT
DATE: 3/09/18

CLIENT: PARK CITY, UTAH
DWG: SURVEY BASE COVER
JOB No: 6814-PCITY08-18
DRAWING IS REDUCED IF LESS THAN
DIMENSIONS AND NOTES TAKE PRECEDENCE

BOUNDARY AND TOPOGRAPHIC SURVEY OF
PARK CITY MUNICIPAL GOLF COURSE
1541 THAYNES CANYON DRIVE, PARK CITY, UTAH 84060
LOCATED IN THE EAST HALF OF SECTION 8, TOWNSHIP 2 SOUTH,
RANGE 4 EAST, AND THE A PORTION OF THE WEST HALF OF SECTION 9,

[illegible]

Ward Engineering Group
 Mining • Engineering • Surveying
 Since 1981



D:\Park City\Golf Course\survey\ACAD\Survey Overall.dwg Jul 13, 2018 - 3:20pm

THENCE coincident with the Northern (5) courses

1. Along said 543.50 foot radius angle of $05^{\circ} 53' 01''$, (chord bearing beginning of a 219.50 foot radius North $23^{\circ} 16' 39''$ East)
2. THENCE along said 219.50 foot radius central angle of $14^{\circ} 33' 55''$, (chord bearing beginning of a 219.50 foot radius North $08^{\circ} 52' 21''$ West)
3. THENCE North $52^{\circ} 09' 21''$ West radius curve to the right, (Radius 219.50 feet, central angle of $14^{\circ} 33' 55''$)

PARK CITY - GOLF COURSE RECORD OF SURVEY

BOUNDARY / TOPOGRAPHIC SURVEY

LOCATED WITHIN EAST HALF SECTION 8 AND A PORTION OF THE WEST HALF OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
1541 THAYNES CANYON DRIVE, PARK CITY, UTAH 84060

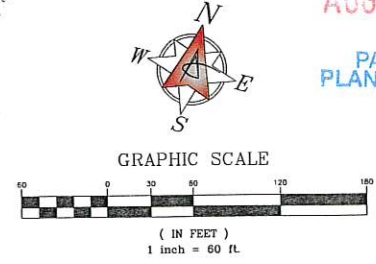
Curve Table					
Curve #	Length	Radius	Delta	Chord	Length
C7	58.06	545.00	6°06'14"	N54°03'21.28"W	58.03
C8	219.91	630.00	20°00'00"	S47°06'29.61"E	218.90
C9	83.08	340.00	14°00'01"	N44°06'30.58"W	82.87
C10	318.97	575.00	31°47'01"	S27°24'32.69"E	314.90
C11	21.44	15.00	81°53'41"	S39°44'41.21"W	19.66
C12	83.12	175.00	27°12'53"	N85°42'42.68"W	82.34
C13	484.41	623.70	44°30'00"	S51°00'49.66"E	472.33
C1	59.05	585.32	5°46'49"	S18°45'36.88"E	59.02
C2	102.00	60.00	97°24'10"	N27°03'01.72"E	90.15
C3	88.71	4657.00	1°05'29"	N76°17'53.17"E	88.71
C4	55.81	543.50	5°53'01"	S69°39'51.09"E	55.79
C5	55.80	219.50	14°33'55"	S59°26'23.09"E	55.65
C6	221.27	389.15	32°34'42"	S35°52'00.47"E	218.30

Line Table		
Line #	Length	Direction
L1	33.07	S20°15'30.75"E
L2	37.64	S16°53'45.75"E
L3	81.68	N44°21'04.25"E
L4	55.38	N8°31'38.75"W
L5	7.81	N68°17'35.25"E
L6	38.29	N40°51'29.25"E
L7	31.66	S66°04'57.75"E
L8	38.40	N76°52'28.25"E
L9	35.17	S87°00'09.75"E
L10	27.88	N32°38'40.25"E
L11	54.80	N44°32'08.75"W
L12	39.88	N30°00'23.75"W
L13	62.07	S80°23'25.25"W
L14	18.97	N41°40'31.75"W
L15	60.33	N7°52'02.25"E
L16	45.52	N25°07'09.25"E
L17	2.19	N66°08'14.75"W
L18	87.31	N21°33'29.25"E
L19	103.80	N67°26'11.25"E
L20	68.02	N25°47'35.88"W
L21	42.19	N54°40'54.25"E

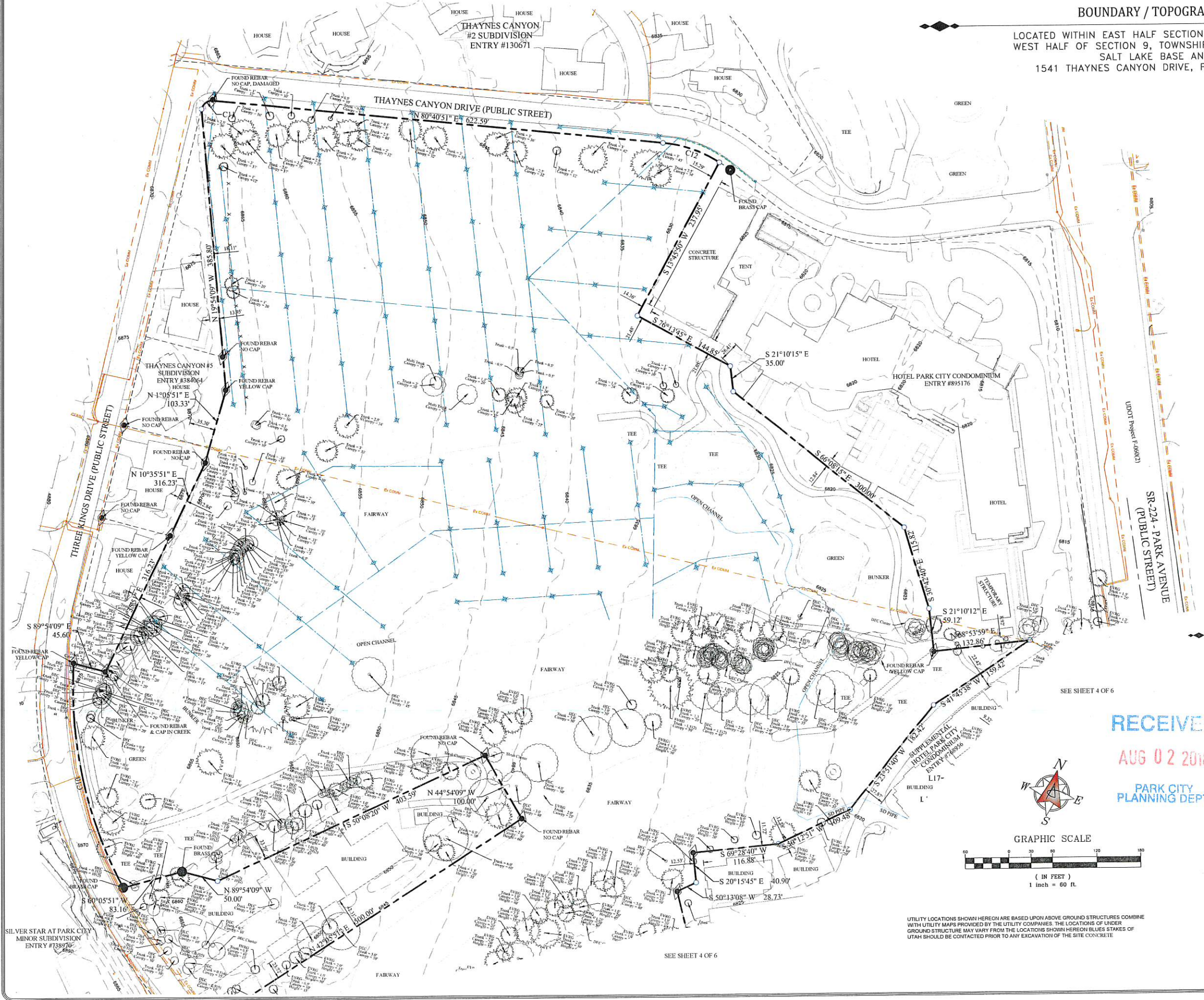
MAP LEGEND

- BOUNDARY LINE
- CENTERLINE
- RIGHT OF WAY
- LOT LINE
- DEED LINE
- RADIAL LINE
- FENCE LINE (CHAINLINK)
- CONCRETE
- ASPHALT
- OVERHEAD POWER LINE
- SECTION CORNER MONUMENT
- FOUND BRASS CAP - SEE TYPICAL
- FOUND REBAR - NOTED ON PLAN
- CORNER TO BE SET WITH REBAR AND CAP #155100
- BOUNDARY CORNER NOT TO BE SET
- POWER POLE
- LIGHT POLE
- FIRE HYDRANT
- WATER VALVE
- WATER METER
- SEWER CLEANOUT
- GAS METER
- POWER METER
- MAJOR CONTOUR
- MINOR CONTOUR

NOTE:
CONTOURS ARE SHOWN IN 1' INTERVALS



UTILITY LOCATIONS SHOWN HEREON ARE BASED UPON ABOVE GROUND STRUCTURES COMBINE WITH UTILITY MAPS PROVIDED BY THE UTILITY COMPANIES. THE LOCATIONS OF UNDER GROUND STRUCTURE MAY VARY FROM THE LOCATIONS SHOWN HEREON BLUES STAKES OF UTAH SHOULD BE CONTACTED PRIOR TO ANY EXCAVATION OF THE SITE CONCRETE



DRAWN BY: FWH
FIELD CREW: JRJ
CHECKED BY: SNT
DATE: 3/09/18

CLIENT: PARK CITY, UTAH
DWG: SURVEY BASE COVER
JOB No. 8814-PCTY08-18
DIMENSIONS AND NOTES TAKE PRECEDENCE OVER SCALE

BOUNDARY AND TOPOGRAPHIC SURVEY OF
PARK CITY MUNICIPAL GOLF COURSE
1541 THAYNES CANYON DRIVE, PARK CITY, UTAH 84060
LOCATED IN THE EAST HALF OF SECTION 8, TOWNSHIP 2 SOUTH,
RANGE 4 EAST, AND THE A PORTION OF THE WEST HALF OF SECTION 9,
SALT LAKE BASE & MERIDIAN.

REVISIONS	
NO.	DATE BY REVISION

Ward Engineering Group
Planning • Engineering • Surveying
Since 1981
tel (801) 487-8040 231 West 800 South
fax (801) 487-8668 Salt Lake City, Utah 84101
www.wardeng.net

PARK CITY - GOLF COURSE RECORD OF SURVEY

BOUNDARY / TOPOGRAPHIC SURVEY

LOCATED WITHIN EAST HALF SECTION 8 AND A PORTION OF THE WEST HALF OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
1541 THAYNES CANYON DRIVE, PARK CITY, UTAH 84060

DRAWN BY: FWH
FIELD CREW: JRJ
CHECKED BY: SST
DATE: 3/09/18

CLIENT: PARK CITY, UTAH
DWG: SURVEY BASE COVER
JOB No: 8814-PCITY08-18
DRAWING IS REDUCED IF LESS THAN 37 CM
DIMENSIONS AND NOTES TAKE PRECEDENCE OVER SCALE

BOUNDARY AND TOPOGRAPHIC SURVEY OF
PARK CITY MUNICIPAL GOLF COURSE
1541 THAYNES CANYON DRIVE, PARK CITY, UTAH 84060
LOCATED IN THE EAST HALF OF SECTION 8, TOWNSHIP 2 SOUTH,
RANGE 4 EAST, AND THE A PORTION OF THE WEST HALF OF SECTION 9,
SALT LAKE BASE & MERIDIAN

REVISIONS		
No.	DATE	BY

Ward Engineering Group
Planning • Engineering • Surveying
Since 1951
tel (801) 487-8040 231 West 800 South
Salt Lake City, Utah 84101
fax (801) 487-8668 www.wardeng.com

Curve Table					
Curve #	Length	Radius	Delta	Chord	Length
C7	58.06	545.00	6°06'14"	N54°03'21.28"W	58.03
C8	219.91	630.00	20°00'00"	S47°06'29.61"E	218.80
C9	83.08	340.00	14°00'01"	N44°06'30.56"W	82.87
C10	318.97	575.00	31°47'01"	S27°24'32.69"E	314.90
C11	21.44	15.00	81°53'41"	S39°44'41.21"W	19.66
C12	83.12	175.00	27°12'53"	N85°42'42.68"W	82.34
C13	484.41	623.70	44°30'00"	S51°08'49.66"E	472.33
C1	59.05	585.32	5°46'49"	S18°45'36.88"E	59.02
C2	102.00	60.00	97°24'10"	N27°03'01.72"E	90.15
C3	88.71	4637.00	1°05'29"	N76°17'53.17"E	88.71
C4	55.81	543.50	5°53'01"	S69°39'51.09"E	55.79
C5	55.80	219.50	14°33'55"	S59°26'23.09"E	55.65
C6	221.27	389.15	32°34'42"	S35°52'00.47"E	218.30

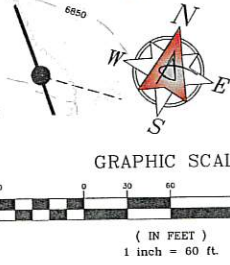
Line Table		
Line #	Length	Direction
L1	33.07	S20°15'30.75"E
L2	37.64	S16°53'45.75"E
L3	81.68	N44°21'04.25"E
L4	55.38	N9°31'38.75"W
L5	7.81	N68°17'35.25"E
L6	38.29	N40°51'29.25"E
L7	31.66	S66°04'57.75"E
L8	38.40	N76°52'28.25"E
L9	35.17	S87°00'09.75"E
L10	27.88	N32°38'40.25"E
L11	54.80	N44°32'08.75"W
L12	39.88	N30°00'23.75"W
L13	62.07	S80°23'25.25"W
L14	18.97	N41°40'31.75"W
L15	60.33	N7°52'02.25"E
L16	45.52	N25°03'09.25"E
L17	2.19	N66°08'14.75"W
L18	87.31	N21°33'29.25"E
L19	103.80	N67°26'11.25"E
L20	68.02	N23°47'35.88"W
L21	42.19	N54°40'54.25"E

MAP LEGEND

- BOUNDARY LINE
- CENTERLINE
- RIGHT OF WAY
- LOT LINE
- DEED LINE
- RADIAL LINE
- FENCE LINE (CHAINLINK)
- CONCRETE
- ASPHALT
- OVERHEAD POWER LINE
- SECTION CORNER MONUMENT
- FOUND BRASS CAP - SEE TYPICAL
- FOUND REBAR - NOTED ON PLAN
- CORNER TO BE SET WITH REBAR AND CAP #155100
- BOUNDARY CORNER NOT TO BE SET
- POWER POLE
- LIGHT POLE
- FIRE HYDRANT
- WATER VALVE
- WATER METER
- SEWER CLEANOUT
- GAS METER
- POWER METER
- MAJOR CONTOUR
- MINOR CONTOUR

NOTE:
CONTOURS ARE SHOWN IN 1' INTERVALS

RECEIVED
AUG 02 2018
PARK CITY PLANNING DEPT.



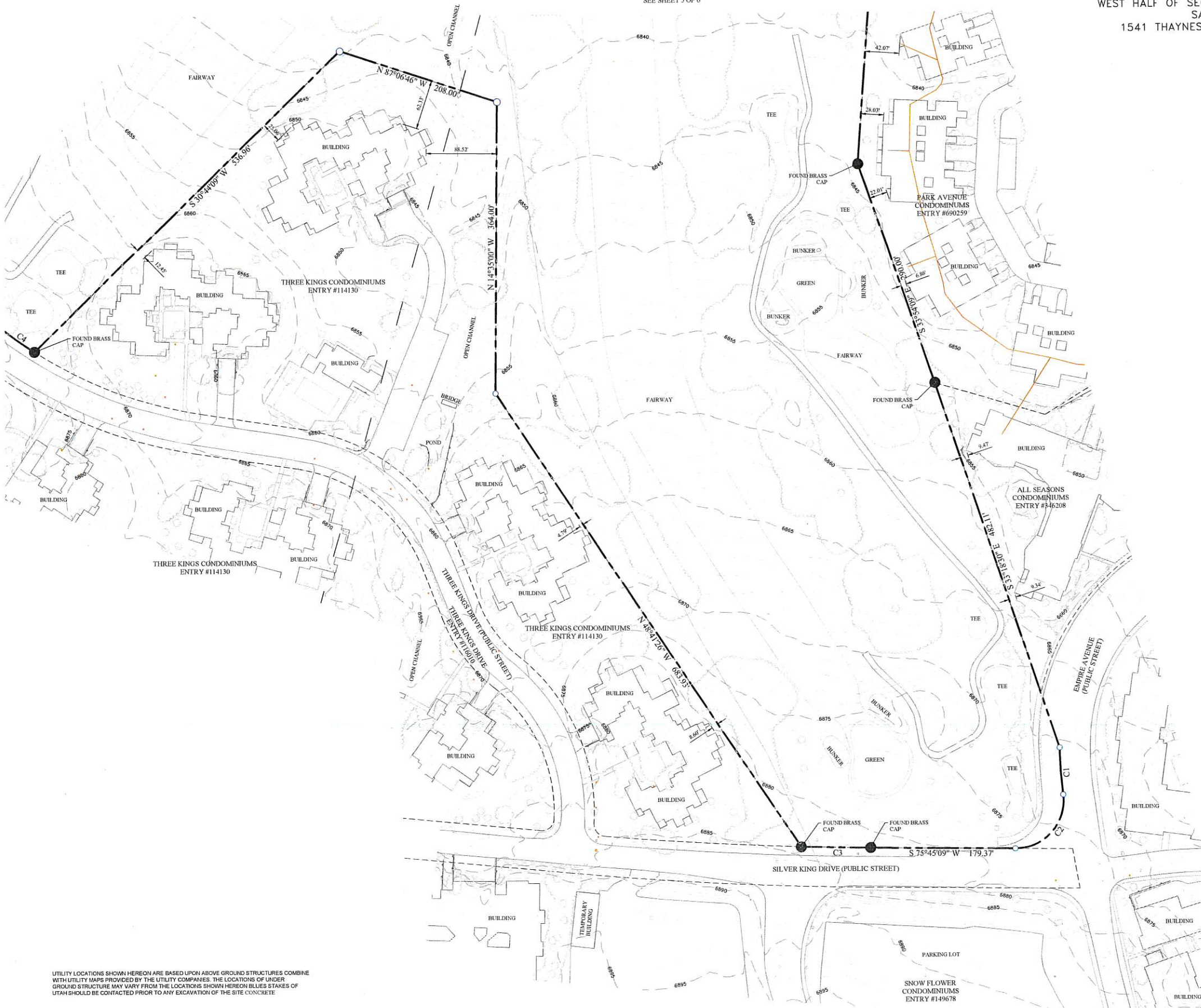
UTILITY LOCATIONS SHOWN HEREON ARE BASED UPON ABOVE GROUND STRUCTURES COMBINE WITH UTILITY MAPS PROVIDED BY THE UTILITY COMPANIES. THE LOCATIONS OF UNDER GROUND STRUCTURE MAY VARY FROM THE LOCATIONS SHOWN HEREON. BLUES STAKES OF UTAH SHOULD BE CONTACTED PRIOR TO ANY EXCAVATION OF THE SITE CONCRETE



PARK CITY - GOLF COURSE RECORD OF SURVEY
BOUNDARY / TOPOGRAPHIC SURVEY

LOCATED WITHIN EAST HALF SECTION 8 AND A PORTION OF THE
WEST HALF OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
1541 THAYNES CANYON DRIVE, PARK CITY, UTAH 84060

SEE SHEET 5 OF 6



Curve Table					
Curve #	Length	Radius	Delta	Chord	Length
C7	58.06	545.00	6°00'14"	N54° 03' 21.28"W	58.03
C8	219.91	630.00	20°50'09"	S47° 06' 29.61"E	218.80
C9	83.08	340.00	14°00'01"	N44° 08' 30.56"W	82.87
C10	318.97	575.00	31°47'01"	S27° 24' 32.69"E	314.90
C11	21.44	15.00	81°53'41"	S39° 44' 41.21"W	19.66
C12	83.12	175.00	27°12'51"	N85° 42' 42.68"W	82.34
C13	484.41	623.70	44°30'00"	S51° 09' 49.66"E	472.33
C1	59.05	583.32	5°40'49"	S18° 45' 36.88"E	59.02
C2	102.00	60.00	97°24'10"	N27° 03' 01.72"E	90.15
C3	88.71	4657.00	1°05'29"	N76° 17' 53.17"E	88.71
C4	55.81	543.50	5°53'01"	S69° 39' 51.09"E	55.79
C5	55.80	219.50	14°33'55"	S59° 26' 23.09"E	55.65
C6	221.27	389.15	32°34'42"	S35° 52' 08.47"E	218.30

Line Table		
Line #	Length	Direction
L1	33.07	S20° 15' 30.75"E
L2	37.64	S16° 53' 45.75"E
L3	81.68	N44° 21' 04.25"E
L4	55.38	N9° 31' 38.75"W
L5	7.81	N68° 17' 35.25"E
L6	38.29	N40° 51' 29.25"E
L7	31.66	S66° 04' 57.25"E
L8	38.40	N76° 52' 28.25"E
L9	35.17	S87° 00' 09.75"E
L10	27.88	N32° 38' 40.25"E
L11	54.80	N44° 32' 08.75"W
L12	39.88	N30° 00' 23.75"W
L13	62.07	S80° 23' 25.25"W
L14	18.97	N41° 40' 31.75"W
L15	60.33	N7° 52' 02.25"E
L16	45.52	N25° 03' 09.25"E
L17	2.19	N66° 08' 14.75"W
L18	87.31	N21° 33' 29.25"E
L19	103.80	N67° 26' 11.25"E
L20	68.02	N23° 47' 35.88"W
L21	32.19	N54° 40' 54.25"E

MAP LEGEND

- BOUNDARY LINE
- CENTERLINE
- RIGHT OF WAY
- LOT LINE
- DEED LINE
- RADIAL LINE
- FENCE LINE (CHAINLINK)
- CONCRETE
- ASPHALT
- OVERHEAD POWER LINE
- SECTION CORNER MONUMENT
- FOUND BRASS CAP - SEE TYPICAL
- FOUND REBAR - NOTED ON PLAN
- CORNER TO BE SET WITH REBAR AND CAP #155100
- BOUNDARY CORNER NOT TO BE SET
- POWER POLE
- LIGHT POLE
- FIRE HYDRANT
- WATER VALVE
- WATER METER
- SEWER CLEANOUT
- GAS METER
- POWER METER
- MAJOR CONTOUR
- MINOR CONTOUR

NOTE:
CONTOURS ARE SHOWN IN 1' INTERVALS

RECEIVED
AUG 02 2018
PARK CITY PLANNING DEPT.

GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft

DRAWN BY: FWB
FIELD CREW: JRI
CHECKED BY: SNT
DATE: 9/09/19

CLIENT: PARK CITY, UTAH
DWG: SURVEY BASE COVER
JOB No: 8814-PCTY08-1B
JOB No: 8814-PCTY08-1B
DIMENSIONS AND NOTES TAKE PRECEDENCE OVER SCALE.

BOUNDARY AND TOPOGRAPHIC SURVEY OF
PARK CITY MUNICIPAL GOLF COURSE
1541 THAYNES CANYON DRIVE, PARK CITY, UTAH 84060
LOCATED IN THE EAST HALF OF SECTION 8, TOWNSHIP 2 SOUTH,
RANGE 4 EAST, AND THE A PORTION OF THE WEST HALF OF SECTION 9,
SALT LAKE BASE & MERIDIAN.

NO.	DATE	BY	REVISION

1541 West 800 South
Salt Lake City, Utah 84101
Tel (801) 487-8040
Fax (801) 487-8668
www.wardengr.com

Ward Engineering Group
Planning • Engineering • Surveying
Since 1981

UTILITY LOCATIONS SHOWN HEREON ARE BASED UPON ABOVE GROUND STRUCTURES COMBINE
WITH UTILITY MAPS PROVIDED BY THE UTILITY COMPANIES. THE LOCATIONS OF UNDER
GROUND STRUCTURE MAY VARY FROM THE LOCATIONS SHOWN HEREON BLUES STAKES OF
UTAH SHOULD BE CONTACTED PRIOR TO ANY EXCAVATION OF THE SITE CONCRETE



Public Utilities

Park City Public Utilities

1053 Iron Horse Drive PO Box 1480 | Park City, UT 84060-1480

p (435)-615-5329 | f (435) 615-4912

roger.mcclain@parkcity.org

August 03, 2018

Mr. Bruce Erikson,
PCMC Planning Director
P.O. Box 1480
Park City, Utah 84060

Dear Mr. Erickson,

The applicant requests review of the Park City Back Nine Subdivision Plat application. Park City Municipal Corporation intends to create a new subdivision encompassing the entire back nine holes of the Park City Golf Club. The proposed subdivision plat will support two major projects within the area, where no subdivision plat currently exists. Park City intends to reconstruct its existing Spiro Water Treatment Plant located on the golf course. The Water Treatment Plant reconstruction project will displace the existing Parks and Golf Department's operational facilities, thereby requiring a new Golf Maintenance Facility be constructed on the newly created Back Nine Subdivision. For more information regarding the 3Kings Water Treatment Plant or Golf Maintenance Facility projects please refer to each project's respective Conditional Use Permit (CUP) Application documents. The proposed subdivision includes two lots, one lot for the 3Kings Water Treatment Plant and a second lot for the Golf Maintenance Facility, totaling 67.89 acres. The property is owned in its entirety by Park City Municipal Corporation and is currently zoned as Recreation Open Space (ROS) and is not proposed to change as part of this plat.

For additional information, please see the Applicant's Attachments which consist of:

1. Certified Topographical Boundary Survey (24" x 36" and PDF) of the existing site prepared by Ward Engineering Group with two foot contours which includes the following:
 - Survey reflects current conditions
 - Existing grades referenced to USGS elevations
 - Existing utility locations
 - Existing vegetation, size, and botanical name noted
 - Building footprint(s) of all existing structures and improvements on site
 - Drainage facilities
 - On and offsite circulation and parking
 - Existing physical encroachments on and off-site
 - All structures within 20' of subject property
2. Proposed Plat (2 copies 24" x 36" and PDF) prepared by Ward Engineering Group, including signatures blocks, site location map, zoning map, USGS map, owner's dedication and consent of record, surveyor's certification, boundary description, legal description, scale and north arrow.

RECEIVED

AUG 02 2018

PARK CITY
PLANNING DEPT.



Public Utilities

Park City Public Utilities

1053 Iron Horse Drive PO Box 1480 | Park City, UT 84060-1480

p (435)-615-5329 | f (435) 615-4912

roger.mcclain@parkcity.org

3. Four (4) photographic panoramic views of the existing property showing the site from the perimeter of the property at 90 degree intervals.
4. Current aerial photo (24" x 36" and PDF) with existing lot lines depicting the subject site in relation to the surrounding property (within 500' of subject property)
5. One set of reduced (11" x 17") copies of the survey, plat, and aerial photo
6. Current Title Report
7. List of Property Owners within 300 ft. of the proposed Subdivision

Please contact me for additional information or clarification.

Regards,

Park City Public Utilities Department

Roger McClain

Public Utilities Engineering Manager

RECEIVED

AUG 02 2018

**PARK CITY
PLANNING DEPT.**



Parcel Ownership 500ft From Back 9 Golf Course

Park City Public Utilities

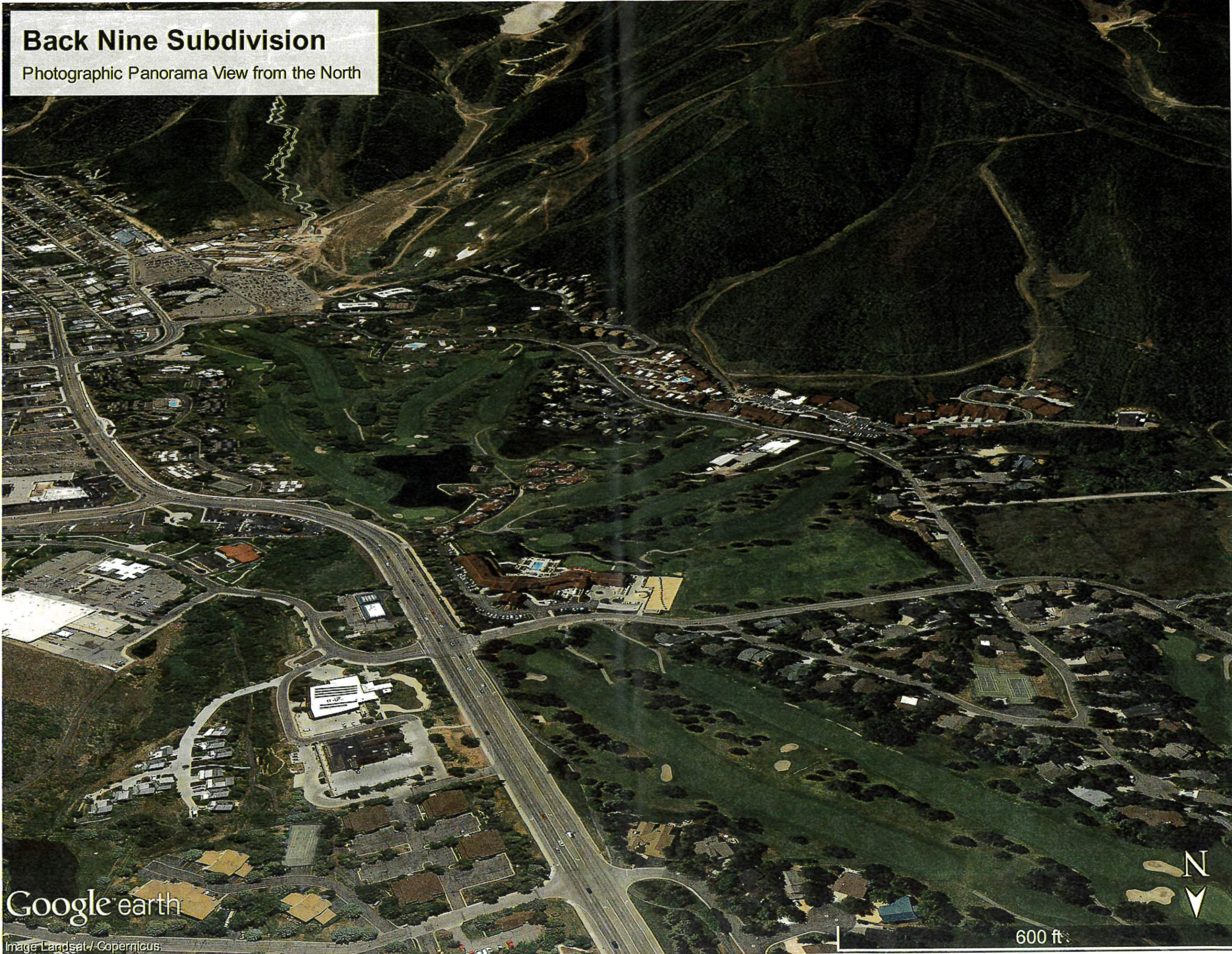
1053 Iron Horse Dr.
Park City, UT 84060 435-615-5335
7/10/2018

The Information depicted in this map is for general reference only, and represents approximate locations of features. Park City Municipal disavows any responsibility for the accuracy, correctness, or completeness of the information provided.

0	250	500
---	-----	-----

Back Nine Subdivision

Photographic Panorama View from the North



Google earth

Image Landsat/Copernicus

600 ft



RECEIVED

AUG 02 2018

PARK CITY
PLANNING DEPT.

Back Nine Subdivision

Photographic Panorama View from the West

Google earth

500 ft



RECEIVED

AUG 02 2018

PARK CITY
PLANNING DEPT.

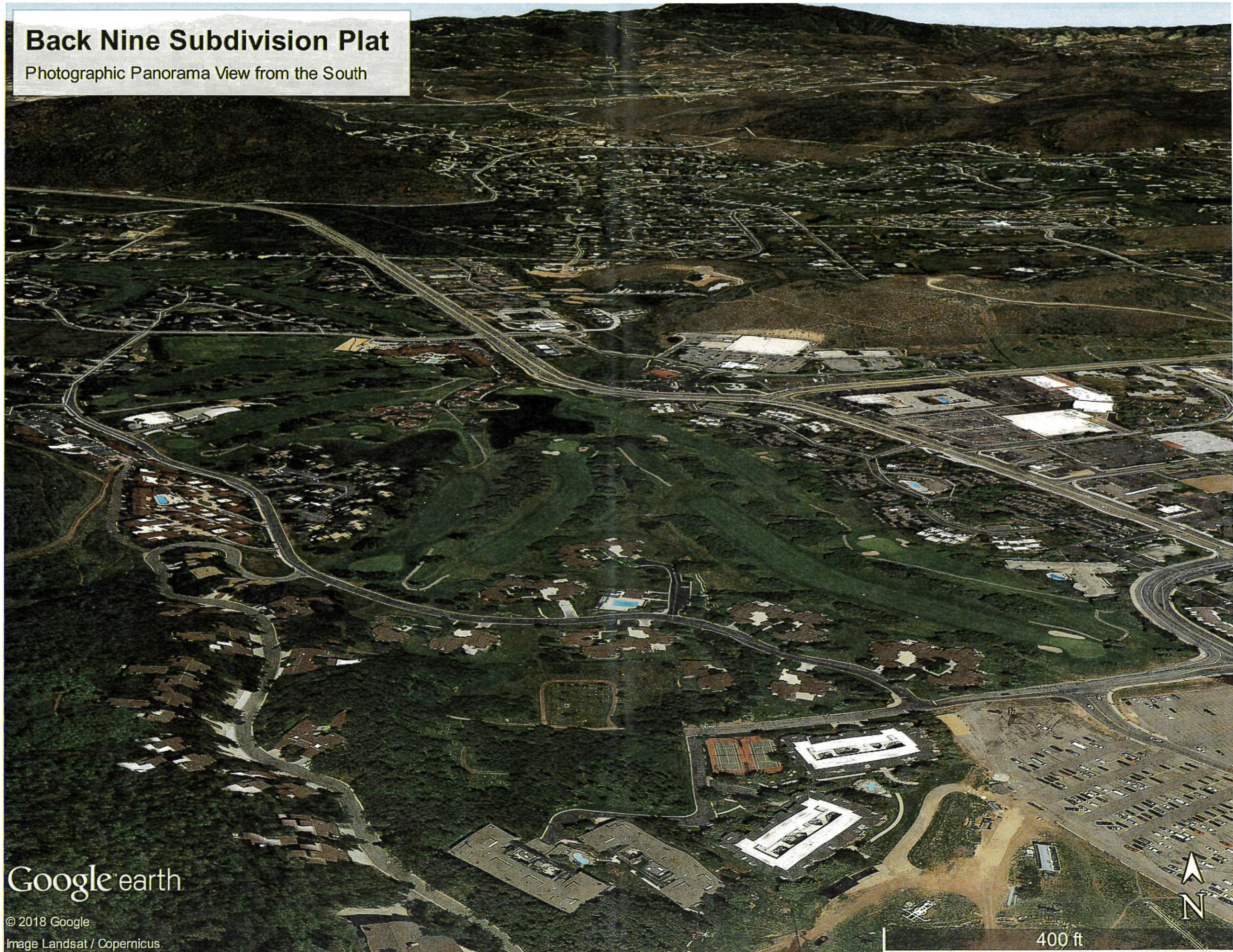
Back Nine Subdivision Plat

Photographic Panorama View from the South

Google earth

© 2018 Google

Image Landsat / Copernicus



RECEIVED

AUG 02 2018

PARK CITY
PLANNING DEPT.



400 ft

Back Nine Subdivision

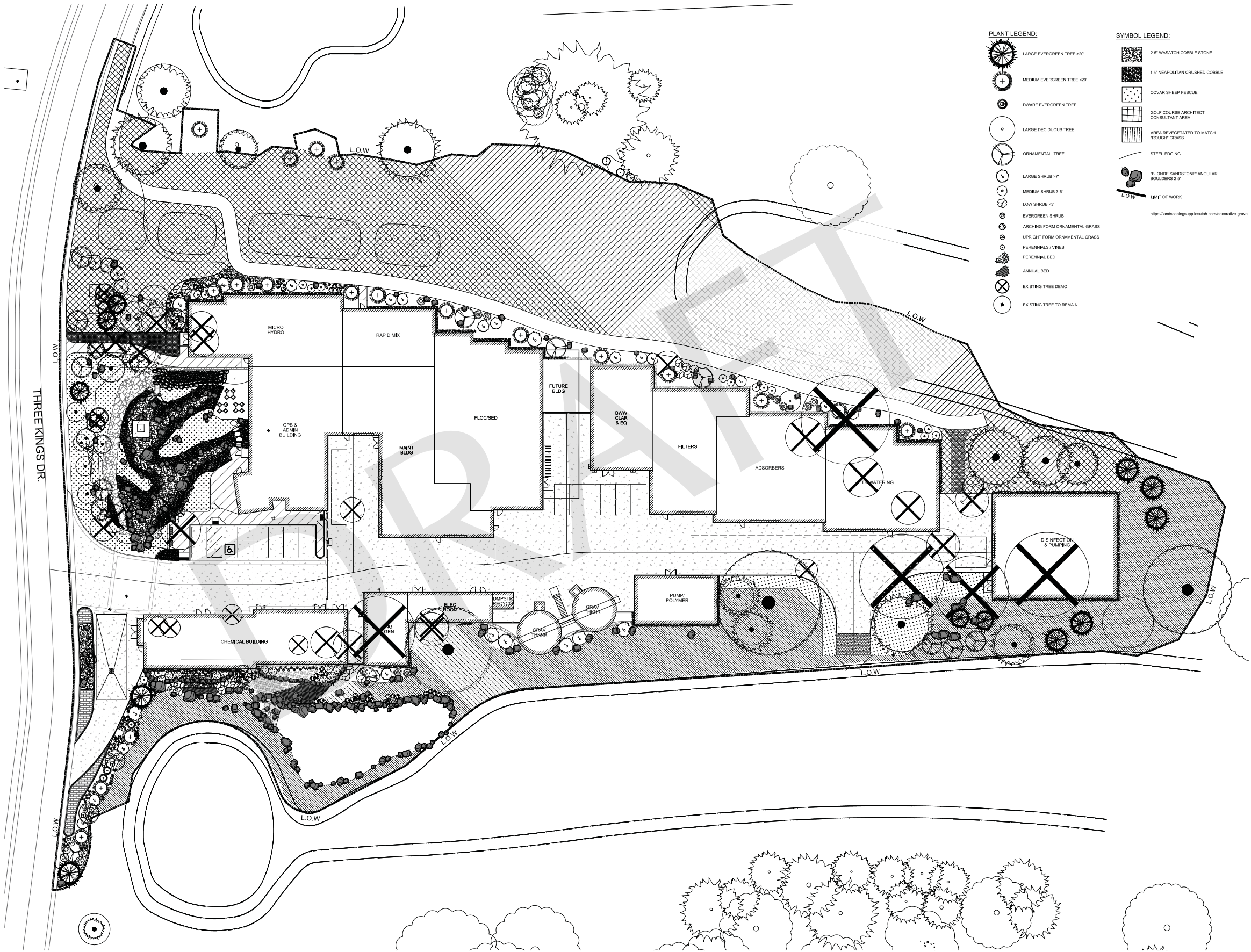
Photographic Panorama View from the East



Google earth

Image Landsat / Copernicus

RECEIVED
AUG 02 2018
PARK CITY
PLANNING DEPT.

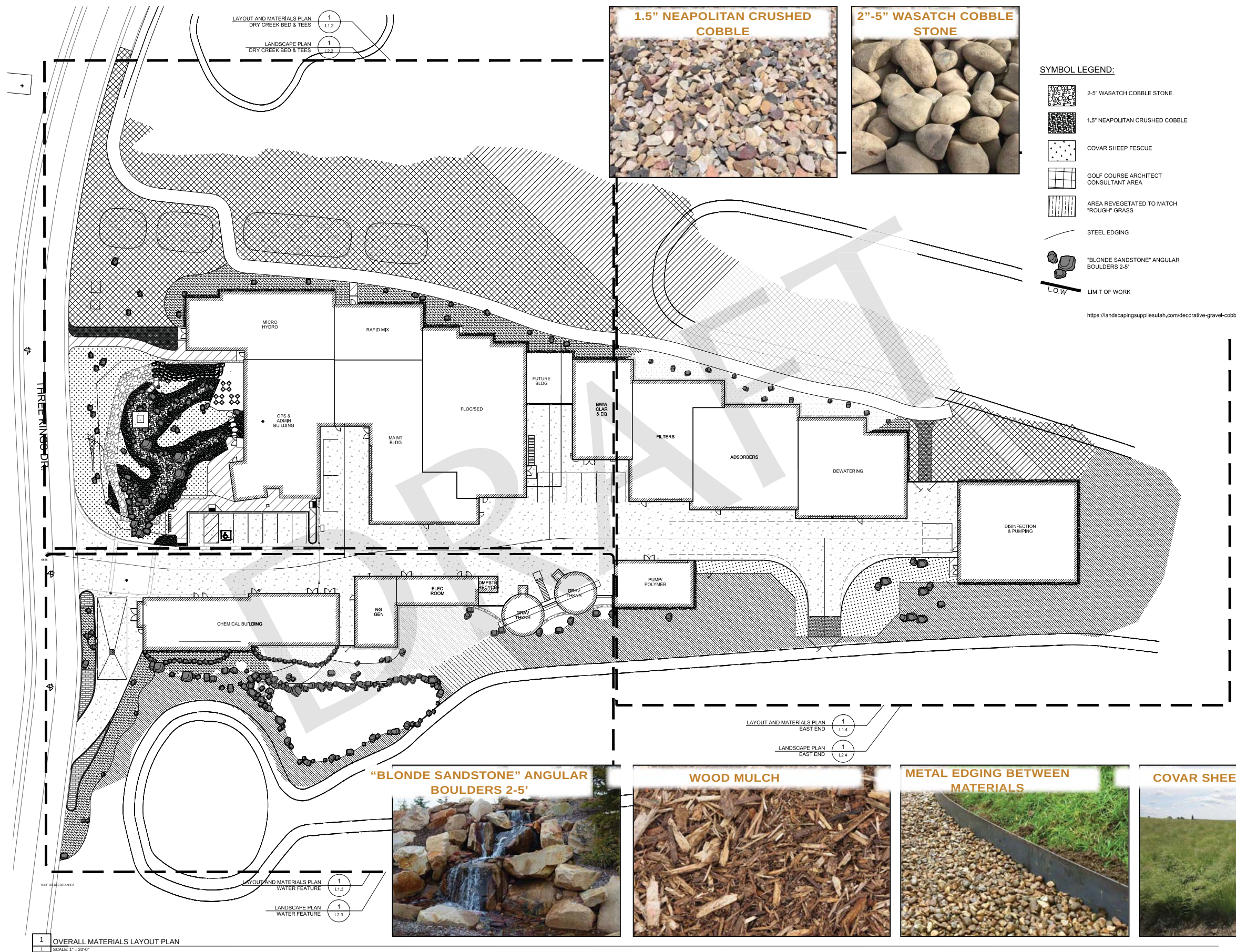


- PLANT LEGEND:**
- LARGE EVERGREEN TREE >20'
 - MEDIUM EVERGREEN TREE <20'
 - DWARF EVERGREEN TREE
 - LARGE DECIDUOUS TREE
 - ORNAMENTAL TREE
 - LARGE SHRUB >7'
 - MEDIUM SHRUB 3-6'
 - LOW SHRUB <3'
 - EVERGREEN SHRUB
 - ARCHING FORM ORNAMENTAL GRASS
 - UPRIGHT FORM ORNAMENTAL GRASS
 - PERENNIALS / VINES
 - PERENNIAL BED
 - ANNUAL BED
 - EXISTING TREE DEMO
 - EXISTING TREE TO REMAIN
- SYMBOL LEGEND:**
- 2-4" WASHATCH COBBLE STONE
 - 1.5" NEAPOLITAN CRUSHED COBBLE
 - COVAR SHEEP FESCUE
 - GOLF COURSE ARCHITECT CONSULTANT AREA
 - AREA REVEGETATED TO MATCH "ROUGH" GRASS
 - STEEL EDGING
 - "BLONDE SANDSTONE" ANGULAR BOULDERS 2-4"
 - L.O.W. LIMIT OF WORK
- <https://landscapinggroupsupplies.com/decorative-gravel/>

1 OVERALL SITE PLAN
1 SCALE: 1" = 20'-0"

*NOTE: PLAN IS REDUCED TO FIT THIS SHEET

0 10' 20' 40'
SCALE: 1" = 20'



OVERALL MATERIALS LAYOUT PLAN

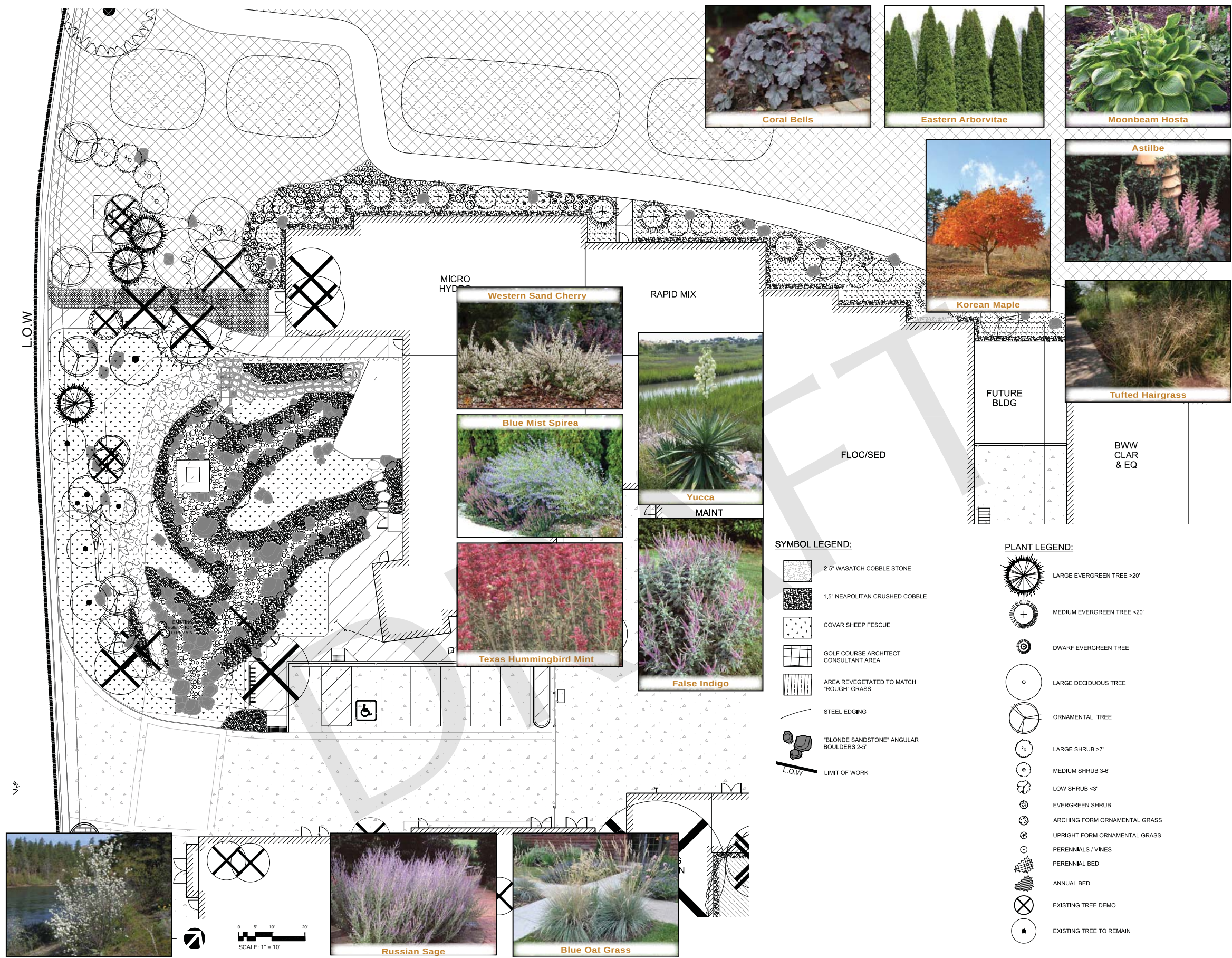
- SHOWS MATERIALS LAYOUT AND INDEXES ENLARGEMENT AREAS
- TWO TYPES OF COBBLE STONE WILL BE USED IN THE DRY CREEK BED TO PROVIDE DEPTH, TEXTURE AND FUNCTIONALITY - 2"-5" WASATCH COBBLE IN THE INTERIOR SECTION AND 1.5" NEAPOLITAN CRUSHED COBBLE ON THE OUTSIDE RIM AND PLANTING BEDS. (ALL COBBLE ROCK TO BE SOURCED FROM LANDSCAPE SUPPLY OF UTAH)
- "BLONDE SANDSTONE" ANGULAR BOULDERS RANGING FROM 2'-5' IN SIZE WILL BE USED FOR ALL LANDSCAPE FEATURE ROCKS AS WELL AS RETAINING WALLS AND THE WATER FEATURE.
- WOOD MULCH TO BE USED IN ALL LANDSCAPE BEDS (TYPE TBD).
- METAL EDGING WILL BE USED TO SEPARATE ALL LANDSCAPE BEDS FROM ADJACENT GRASS AREAS.
- COVAR SHEEP FESCUE WILL BE USED AS AN ALTERNATIVE TO LAWN AREAS WITH THE DRY CREEK BED AREA.

3KINGS WATER TREATMENT PLANT

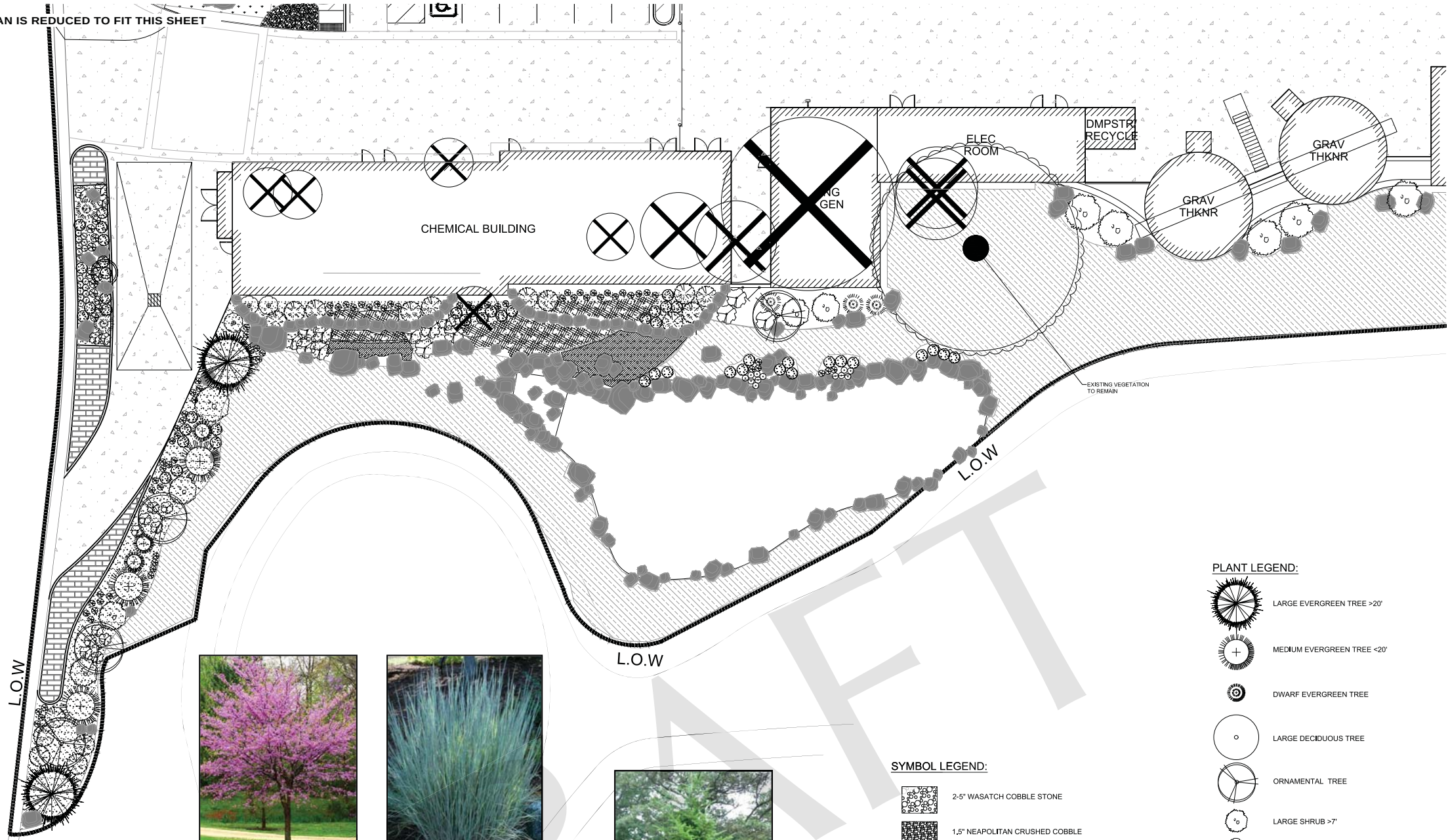
*NOTE: PLAN IS REDUCED TO FIT THIS SHEET

LANDSCAPE ENLARGEMENT AREA - DRY CREEK BED

- SHOWS LANDSCAPE INTENT AND PLANT PALETTE.
- THE MAIN AREA OF THIS ENLARGEMENT FOCUSES ON THE DRY CREEK, WHICH WILL BE USED TO CAPTURE WATER FROM THIRIOT SPRINGS AS WELL AS THE RUNOFF PIPING FROM THE NEIGHBORING MINE.
- THIS AREA WILL FEATURE A VARIETY OF PERENNIALS, GRASSES AND SHRUBS THAT AREA DROUGHT TOLERANT BUT CAN ALSO WITHSTAND PERIODS OF INUNDATION.
- 'SHOWIER' LANDSCAPE BEDS ARE PROPOSED AROUND THE AREAS SURROUNDING THE ADMINISTRATION BUILDING, TO HELP CREATE A WELCOMING ATMOSPHERE FOR VISITORS, CUSTOMERS AND EMPLOYEES.
- PROPOSED PLANTING ALONG THE NORTH EDGE REFLECTS YARD PIPING LOCATIONS.
- ALONG WITH NORTH EDGE OF THE TREATMENT PLANT, SHADE TOLERANT PLANT SPECIES ARE PROPOSED.



*NOTE: PLAN IS REDUCED TO FIT THIS SHEET



Eastern Redbud



Little Bluestem



Douglas Fir



Golden Forsythia



Summer Wine Ninebark



Gro-Lo Sumac



Compact Burning Bush



Buffalo Juniper



Succulents



Feather Reed Grass

SYMBOL LEGEND:

- 2-5" WASATCH COBBLE STONE
- 1.5" NEAPOLITAN CRUSHED COBBLE
- COVAR SHEEP FESCUE
- GOLF COURSE ARCHITECT CONSULTANT AREA
- AREA REVEGETATED TO MATCH "ROUGH" GRASS
- STEEL EDGING
- "BLONDE SANDSTONE" ANGULAR BOULDERS 2-5"
- L.O.W. LIMIT OF WORK

PLANT LEGEND:

- LARGE EVERGREEN TREE >20'
- MEDIUM EVERGREEN TREE <20'
- DWARF EVERGREEN TREE
- LARGE DECIDUOUS TREE
- ORNAMENTAL TREE
- LARGE SHRUB >7'
- MEDIUM SHRUB 3-6'
- LOW SHRUB <3'
- EVERGREEN SHRUB
- ARCHING FORM ORNAMENTAL GRASS
- UPRIGHT FORM ORNAMENTAL GRASS
- PERENNIALS / VINES
- PERENNIAL BED
- ANNUAL BED
- EXISTING TREE DEMO
- EXISTING TREE TO REMAIN

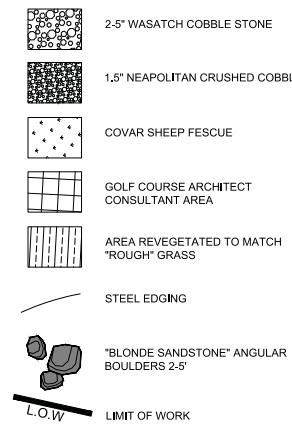
LANDSCAPE ENLARGEMENT
AREA - WATER FEATURE

- SHOWS LANDSCAPE INTENT AND PLANT PALETTE
- THE MAIN FEATURE OF THIS AREA IS THE WATERFALL ADJACENT TO HOLE #12 GREEN.
- THIS AREA WILL FEATURE A VARIETY OF SHOWY PERENNIALS, SHRUBS, ORNAMENTAL GRASSES AND SPREADING GROUND COVERS.
- THE 3 KINGS ROAD SCREEN PLANTINGS HAVE BEEN CAREFULLY PLACED TO NOT IMPACT GOLF PLAY, BUT STILL SCREEN CHEMICAL TRUCK DELIVERIES.
- ALL DISTURBED AREAS AROUND THE GREEN AND FAIRWAY ARE TO BE REPLACED TO EXISTING CONDITIONS AS EITHER 'ROUGH' OR 'FRINGE' FAIRWAY GRASS.
- THE WATER FEATURE WILL SHOWCASE NUMEROUS SUCCULENTS, PERENNIALS AND ANNUALS ALONG THE NORTH SIDE, OUT OF THE PLAY OF GOLF. PLANTING PALETTE FOR THIS AREA TBD.

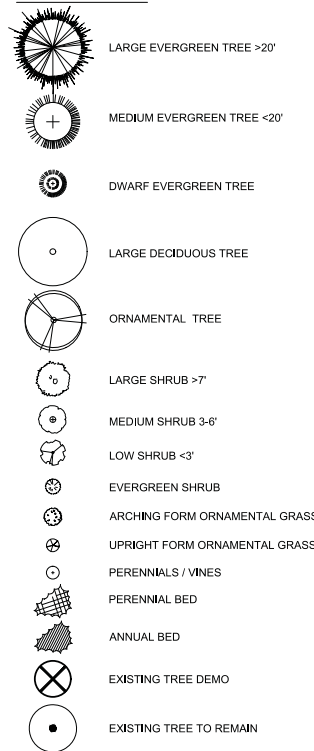
3KINGS WATER TREATMENT PLANT



SYMBOL LEGEND:

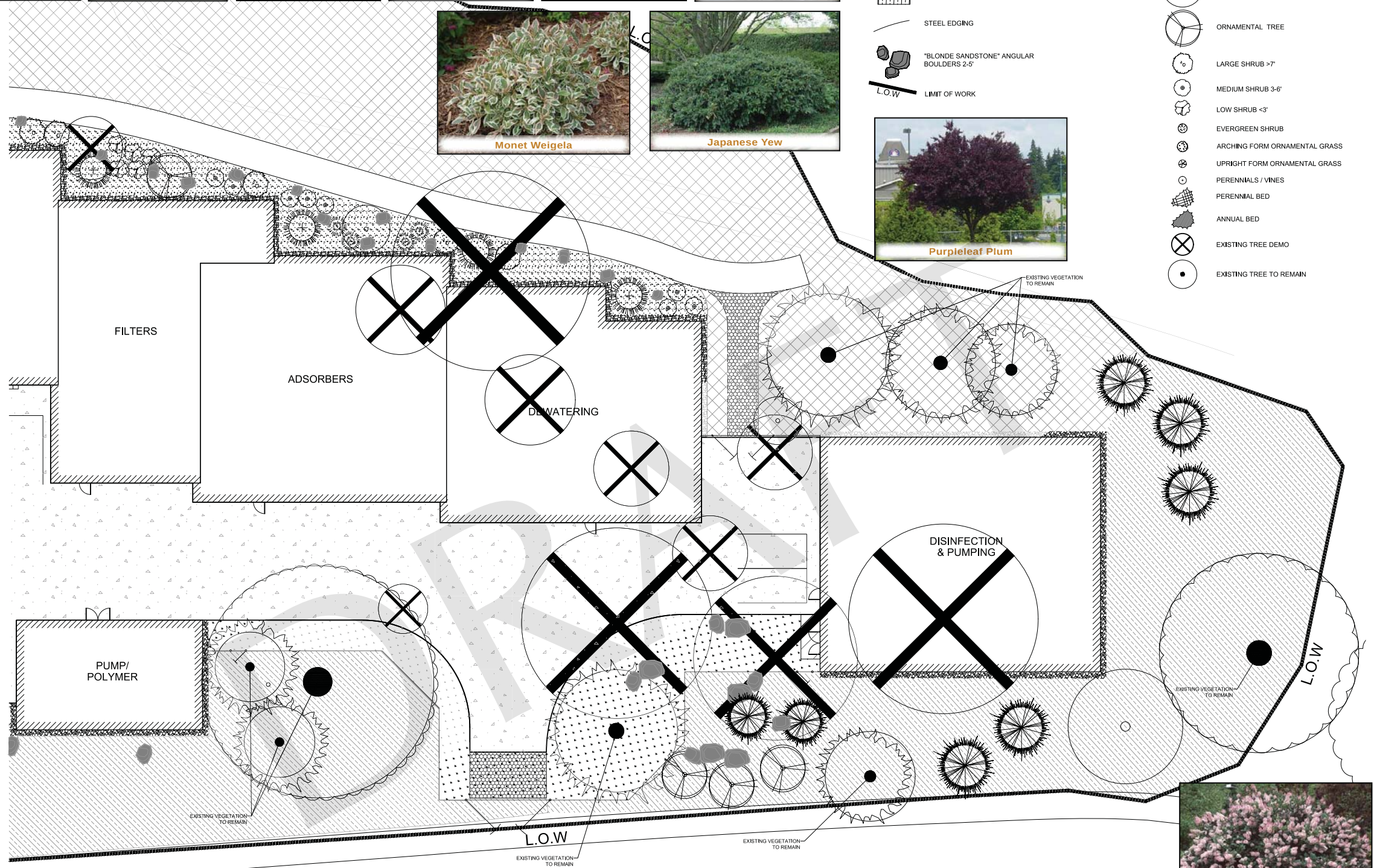


PLANT LEGEND:



LANDSCAPE ENLARGEMENT AREA - EAST END

- SHOWS LANDSCAPE INTENT AND PLANT PALETTE
- PLANTS ON THE SOUTH SIDE OF THE SITE ALONG THE FAIRWAY OF HOLE #12 WILL SHOWCASE A VARIETY OF SHOWY SHRUBS, ORNAMENTAL TREES AND LARGE DECIDUOUS TREES TO HELP MASK THE OVERALL SCALE OF THE TREATMENT PLANT.
- ALL EXISTING LARGE COTTONWOODS ARE TO REMAIN.
- THE THREE LARGE EVERGREENS ON THE NORTH SIDE OF THE TREATMENT PLANT ARE TO REMAIN.
- FOR THE MOST PART, THE PLANTING AREAS WILL BE DENSELY COVERED IN SHADE, SO A WIDE VARIETY OF SHRUBS, TREES AND PERENNIALS THAT TOLERATE COMPLETE SHADE WILL BE UTILIZED.



1 LANDSCAPE PLAN - EAST END
L2.4 SCALE: 1" = 10'-0"

0 5' 10' 20'
SCALE: 1" = 10'

*NOTE: PLAN IS REDUCED TO FIT THIS SHEET

FENCING / MONUMENT OPTION



STAND ALONE VIEW - WALL/FENCE CONCEPT



WALLS IMAGERY
GABION WALLS AND
SIGNAGE



CONTEXT VIEW #1



CONTEXT VIEW #2



FENCING IMAGERY
TENSILE CABLES AND STEEL CROSS
BRACING



Planning Commission Staff Report



PLANNING DEPARTMENT

Subject: Park City Back Nine Subdivision
Author: Tippe Morlan, AICP, Planner
Date: October 24, 2018
Type of Item: Legislative – Subdivision Plat

Project Number:	PL-18-03956
Applicant:	Park City Water District/Park City Municipal Corporation Public Works
Location:	1884 Three Kings Drive
Zoning:	Recreation and Open Space (ROS)
Adjacent Land Uses:	Residential condominiums and single-family dwellings and Park City Golf Course
Reason for Review:	Subdivision plats require Planning Commission review and City Council approval.

Summary Recommendations

Staff recommends the Planning Commission hold a public hearing for the Park City Back Nine Subdivision located at 1884 Three Kings Drive and consider forwarding a **positive** recommendation to the City Council based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Disclosure: Park City Municipal is the property owner and applicant, and is represented by the Water and Public Works departments.

Proposal

The proposed Park City Back Nine Subdivision seeks to combine all existing parcels addressed at 1884 Three Kings Drive into one lot of record. This includes the entirety of the Park City Golf Course back nine property and the existing Spiro water treatment facility and golf and parks maintenance facility. A new water treatment facility and a new golf maintenance facility are intended to be constructed on this site. The proposed subdivision will create a lot of 67.748 acres, or 2,951,081 square feet in size.

Background

June 1, 1979 – Park City and Park City Country Club entered into an “Option and Purchase Contract” covering the Park City Golf Course. As a result of this agreement, Park City came to own the Park City Golf Course property.

May 29, 1986 – The City Council approved the rezoning of approximately 2.39 acres of golf course property at the northwest corner of Empire Avenue and Park Avenue from Residential Development (RD) to Recreation Commercial (RC) and Recreation Open Space (ROS).

June 20, 1986 – The Planning Commission approved the original Conditional Use Permit for the Spiro water treatment plant.

June 20, 1986 – The Planning Commission approved a Conditional Use Permit for a Parks/Golf Course Maintenance Building at this site, adjacent to the existing Spiro water treatment plant.

August 25, 2004 – The existing Conditional Use Permit for the Spiro water treatment plant was modified by the Planning Commission in order to accommodate a 510 square foot addition and a 200,000 gallon underground water tank.

August 16, 2018 – The City received a complete Conditional Use Permit application for the Park City Back Nine Subdivision to be located at 1884 Three Kings Drive.

July 16, 2018 – The applicant held a public Open House for the Three Kings Water Treatment Plant and for the golf maintenance facility to be located on this site.

August 22, 2018 – The Planning Commission approved a Conditional Use Permit for a new Golf Maintenance Facility to be located north of the water treatment plant on the subject property between the existing driving range and Hole 10 of the Park City Golf Course.

October 24, 2018 – The Planning Commission will concurrently review a request for a Master Planned Development and Conditional Use Permit for the 3Kings water treatment plant to replace the existing Spiro facility at this location.

Purpose

The purpose of the Recreation and Open Space (ROS) District can be found in [LMC Section 15-2.7-1](#).

Analysis

The purpose of this subdivision is to combine the existing parcels comprising the Park City Golf Course and the Spiro water treatment and golf/parks maintenance facilities into one lot of record. This subdivision does not change the existing use of the site, nor does it change any boundaries of the site; the golf course will remain, and the new 3Kings water treatment plant is proposed on the site of the existing water treatment plant.

This subdivision unifies the City owned property into one lot, cleaning up property lines and memorializes long standing easements throughout the property. The entire site is within the Recreation Open Space (ROS) zone district which also does not allow any residential use. Allowed uses are related to conservation activity, public facilities, and recreation as indicated in [Section 15-2.7-2](#) of the Land Management Code. No future development is planned or proposed outside of the scope of the new water treatment plant (see the concurrent 3Kings Water Treatment Plant Master staff report under file PL-18-03941).

The overall existing site includes the Spiro water treatment plant and covered parking, Park City Golf operations and storage, the current golf maintenance and chemical storage building, Park City Parks operations and storage, the current park maintenance building, seasonal recreation facilities (for golf and cross country skiing), and golf course

irrigation and snowmaking water supply intakes and pumping facilities (on the golf course ponds). The Thiriot Spring is located at the western extent of the site and is currently used as a municipal drinking water source and for in-stream flow, originally developed in 1974. There are also raw water conveyance piping and structures used to convey water from the Spiro Tunnel to the water treatment building, the North Ditch, and the East Ditch.

ROS Requirements

The underlying zone is Recreation Open Space (ROS). All existing structures outside of the Spiro facilities will remain on site. The golf maintenance facility and the 3Kings water treatment plant will be constructed to meet the ROS lot and site requirements as follows:

	ROS Requirement	Proposed
Front Setbacks	25 feet minimum	25 feet or greater
Rear Setbacks	25 feet minimum	25 feet or greater
Side Setbacks	25 feet minimum	25 feet or greater
Height	28 feet plus 5 feet for pitched roof with a minimum slope of 4:12 (Planning Commission may grant additional height through MPD review subject to compliance with specific criteria)	45 feet requested for the 3Kings Water Treatment Plant (MPD-CUP)
Density	No density requirements	
Lot size	No minimum lot size	
Open Space	Minimum of 60 percent	94.69 percent

General Subdivision Requirements

- A) **Subdivision Name.** The proposed subdivision name does not duplicate or closely approximate the name of another Subdivision in the area.
- B) **Monuments.** All survey monumentation is existing and found as noted on the survey (see Exhibit XX).
- C) **Limits of Disturbance.** A landscape and limits of disturbance plan for construction will be submitted with the building permit applications per the MPD Agreement for each phase of development.
- D) **Ridgeline Development.** Not applicable as there are no major or minor ridgelines within the property.
- E) **Open Space.** Approximately 94.69 percent of the overall site is comprised of usable open space, and development of the new 3Kings water treatment plant will be clustered on the existing Spiro water treatment plant location.
- F) **Roads and Utility Lines.** All roads internal to the development are to be designated as private drives. Easements are provided as needed for public utilities and storm drainage. Existing utility infrastructure has been located on the property and must be shown on the building plans prior to building permit issuance to ensure that utility companies verify that the areas provided for their

facilities are viable and that exposed meters and boxes can be screened with landscaping elements.

- G) **Drainage Ways.** Final design of the storm water management system and required public utility easements are subject to approval by the City Engineer.
- H) **Soils Conditions.** Due to the potential for areas of expansive soils within this subdivision, a soils conditions report shall be submitted prior to issuance of any building permits for structures, utilities, and roads, and shall be reviewed by the City Engineer and Building Official prior to issuance of an excavation permit for any construction. The property is not located within the Park City Soils Ordinance boundary however; any areas of disturbance due to off-site utility improvements that fall within the Park City Soils Ordinance boundary are required to adhere to all requirements of the Ordinance.
- I) **Trails and Sidewalks.** Trails and sidewalks are shown on the site connecting to existing infrastructure along both the streets and throughout the golf course
- J) **Limits of Disturbance/Building Pad locations.** No building pads or limits of disturbance areas are proposed to be platted with this subdivision.
- K) **Top Soil Preservation and Final Grading.** Top soil preservation and final grading shall be reviewed as a part of the Construction Mitigation Plan for each phase of development consistent with the LMC Section 15-7.3-2(K). No portion of this property is within the Park City Soils Ordinance boundary; however, areas of disturbance due to off-site improvements that do fall within the Park City Soils Ordinance boundary are required to adhere to all requirements of the ordinance.
- L) **Architectural Standards.** Compliance with architectural guidelines is to be reviewed and approved by the Planning Commission as a part of the concurrent Conditional Use Permit and Master Planned Development application.
- M) **Water Bodies and Water Courses.** The site contains utilities associated with service to the existing Spiro water treatment plant and the golf and parks maintenance building. Thiriot Spring is located at the western extent of the site which is currently used as a municipal drinking water source and for in-stream flow. Existing raw water conveyance piping and structures convey water from the Spiro Tunnel to the water treatment building, to the North Ditch, and to the East Ditch. The ditches are located on City property and are operated, controlled, and maintained by the City. The ditches are not subject to jurisdictional regulations and are not considered to be "Water of the US" or "Waters of the State." There are two existing ponds within this lot in the vicinity of Hole 14 and Hole 18 of the Park City Golf Course. The ponds are located on Park City Municipal Corporation property and operated, maintained and controlled by the City, but they are subject to jurisdictional regulations (considered "Waters of the State").
- N) **Fire Sprinkling.** There is a plat note requiring all construction to comply with the International Building Code requirements for fire protection or as required by the City's Chief Building Official.

General Lot Design Requirements

Staff has reviewed the proposed plat for compliance with the General Lot Design Requirements per LMC Section 15-7.3-3 as follows:

- A) **Lot Arrangement.** There are no foreseeable difficulties, for reasons of topography or access, in securing building permits to build on these lots subject

to compliance with the applicable building codes, the LMC, and in providing reasonable access and utilities. Structures are proposed only within areas of existing development and minimize impact to the open space on the lot.

- B) **Building Sites.** Building sites shall comply with any approved CUP and MPD conditions and all LMC Setback requirements.
- C) **Square footage.** The Planning Commission will review the square footage of the proposed 3Kings water treatment plant to be constructed on this property on the location of the existing Spiro water treatment plant. Square footage will be reviewed as a part of the CUP and MPD application submitted concurrently with this subdivision.
- D) **Lot Dimensions.** Proposed lot dimensions comply with the minimum lot dimensions of the ROS zones and MPD requirements. No non-conforming conditions are created by the proposed plat amendment.
- E) **Double Frontage Lots and access to Lots.** Due to the size and nature of this lot serving as open space for the City, the lot fronts several roads at different locations. The lot fronts Thaynes Canyon Drive to the north, Three Kings Drive to the west in two locations, Silver King Drive and Empire Avenue to the south, and SR-224 (Park Avenue) to the east. Access to the site is only from Three Kings Drive in the immediate vicinity of the existing Spiro facility. A secondary access road will be constructed to the north of the facility to provide emergency vehicle access; this access will be gated to the east side of the administration building to preclude public access to the remainder of the site.
- F) **Lot Drainage.** Drainage plans are required with each building permit. Drainage easements on the plat are subject to final approval by the City Engineer.
- G) **Landscaping.** Prior to issuance of building permits for each phase of development, a landscape plan is required to be submitted and reviewed by the Staff for compliance with the LMC and conditions of the CUP and MPD.
- H) **Limits of Disturbance/Vegetation protection.** Prior to issuance of a building permit for each lot a limits of disturbance and vegetation protection plan is required to be submitted and reviewed by the Staff for compliance with conditions of the MPD and/or CUP plans and conditions.
- I) **Re-vegetation, seed, and sod.** All disturbed areas will be re-vegetated, seeded, and/or sodded prior to issuance of a certificate of occupancy.
- J) **Debris and Waste.** Debris and waste are required to be removed per the LMC prior to issuance of a certificate of occupancy. This is a condition of building permitting. Consolidation and recycling of construction waste and debris shall be identified on the Construction Mitigation Plan prior to issuance of a building permit.
- K) **Fencing.** Fencing of hazardous conditions may be required by the Chief Building Official. Fences will be constructed according to standards of the LMC and conditions of approval of the MPD and CUP for the various phases of development.

Road Requirements and Design

Staff has reviewed the proposed plat for compliance with the Road Requirements and Design per LMC Section 15-7.3-4. There are no public streets proposed. The main access point is off of Three Kings Drive at an existing driveway in front of the Spiro

facility. A secondary access road will be constructed to the north of the facility to provide emergency vehicle access.

Utility Requirements

Utilities will be routed within the access road, along and across the PCGC fairways, within and parallel to Three Kings Drive, and within Silver Star Drive.

Water will be provided to the Project by the Park City Water District. A water distribution line, for both potable and fire protection uses, will be routed from an existing water main in the driving range vicinity, south across PCGC Holes No. 10 and No. 11, and continue through the site within the access road to Three Kings Drive where it will connect to the existing water main. Fire hydrants will be provided at intervals and locations acceptable to the Fire Marshal. The water main will be sized to meet fireflow and potable water demands and is currently sized based on an anticipated fireflow rate of 3,000 gallons per minute. Final sizing will be based on the requirements of the Fire Marshal and Park City Building Department.

The City will enter into the necessary service agreements with the Snyderville Basin Water Reclamation District (SBWRD) in order to secure adequate sanitary sewer service for the Project. The proposed buildings will connect to the existing sanitary lateral that extends east to the Park City Hotel Cottages. It is not anticipated that the extension of public sanitary sewer will be required. Pertinent oil and grease interceptors will be provided in accordance with SBWRD requirements.

The source of electric power for the Project will be Rocky Mountain Power's existing underground electrical distribution system located within Three Kings Drive street rights-of-way or utility easements. Communications for internet and phone will be provided by City owned fiber optic lines that are located at the eastern limits of the Project site. The source of natural gas for the Project will be Dominion Energy's existing underground gas distribution system located within Three Kings Drive street rights-of-way or utility easements.

Net Zero Goals

The project incorporates design and renewable energy elements to achieve City Council's Critical Priority Goal of a Net-Zero Energy facility. Green roofs are proposed on structures to the south of the site. Energy efficient design for the water treatment process is also proposed in order to meet net zero goals.

Department Review

This project has gone through an interdepartmental review. No further issues were brought up at that time other than standards items to be addressed before recordation as part of the redline review process.

Notice

On October 10, 2018, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record and the Utah Public Notice Website on October 6, 2018, according to requirements of the Land Management Code.

Public Input

Public input was received at the public Open House by the applicant on July 16, 2018. Comments were collected for both the Three Kings Water Treatment Plant and the golf maintenance facility at this location. Concerns include noise abatement during construction, the location of the access road, and preservation of the design of the existing Spiro building.

Alternatives

- The Planning Commission may forward positive recommendation to the City Council for the Park City Back Nine Subdivision as conditioned or amended; or
- The Planning Commission may forward a negative recommendation to the City Council for the Park City Back Nine Subdivision and direct staff to make Findings for this decision; or
- The Planning Commission may continue the discussion on the Park City Back Nine Subdivision.

Significant Impacts

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

Consequences of not taking the Suggested Recommendation

The construction of the new 3Kings water treatment plant as proposed in the concurrent MPD-CUP application could not occur. The applicant would have to revise the plans. A new water treatment plant is required by state regulation to treat the water from the Spiro Tunnel, and revised plans would need to be approved in a timely manner.

Good Cause

There is good cause for this subdivision in that it cleans up property lines and easements within the City owned property, it does not change the use or boundaries of the site, and it improves the site conditions for the City to construct a new water treatment plant in the same the location of the Spiro facility.

Recommendation

Staff recommends the Planning Commission hold a public hearing for the Park City Back Nine Subdivision located at 1884 Three Kings Drive and consider forwarding a **positive** recommendation to the City Council based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Exhibits

- Exhibit A – Draft Ordinance with Proposed Plat (Attachment 1)
- Exhibit B – Survey
- Exhibit C – Applicant's Statement
- Exhibit D – Aerial Photographs
- Exhibit E – Site Photographs

Ordinance No. 2018-XX

AN ORDINANCE APPROVING THE PARK CITY BACK NINE SUBDIVISION LOCATED AT 1884 THREE KINGS DRIVE, PARK CITY, UTAH.

WHEREAS, the owner of the property located at 1884 Three Kings Drive has petitioned the City Council for approval of the Subdivision; and

WHEREAS, on October 6, 2018, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, on October 10, 2018, proper legal notice was published according to requirements of the Land Management Code and courtesy letters were sent to surrounding property owners; and

WHEREAS, the Planning Commission held a public hearing on October 24, 2018, to receive input on Park City Back Nine Subdivision; and

WHEREAS, the Planning Commission, on October 24, 2018, forwarded a _____ recommendation to the City Council; and,

WHEREAS, on November 29, 2018, the City Council held a public hearing to receive input on the Park City Back Nine Subdivision; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Park City Back Nine Subdivision located at 1884 Three Kings Drive.

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

SECTION 1. APPROVAL. The Park City Back Nine Subdivision, as shown in Attachment 1, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The site is located at 1884 Three Kings Drive.
2. The site is located in the Recreation and Open Space (ROS) zoning district.
3. There is a concurrent application for an MPD-CUP for a water treatment facility which is an essential municipal public utility use.
4. An exception to the Building Height up to 45 feet from Existing Grade is requested as a part of the MPD.
5. The existing Spiro water treatment plant needs to be replaced in order for water treatment related to the Spiro Tunnel to comply with state regulations.
6. The proposed site is 67.89 acres in size.
7. The proposed site is owned entirely by Park City Municipal Corporation and used as the Park City Golf Course and a water treatment facility.
8. The proposed subdivision creates 1 lot of record.

9. A legal lot of record is required for construction of a new water treatment plant on a portion of the existing site where the current Spiro facility exists.
10. On August 16, 2018, the City received a complete application for the Park City Back Nine Subdivision.
11. On July 16, 2018, the applicant held a public Open House for the Three Kings Water Treatment Plant and for the golf maintenance facility at this location.
12. A concurrent application for a Master Planned Development and Conditional Use Permit has been submitted for the reconstruction of the existing water treatment plant on this lot (see PL-18-3941).
13. No portion of this plat is within the Park City Soils Ordinance boundary.
14. The use of the property will remain the same.
15. The property is accessed from Three Kings Drive in the immediate vicinity of the existing Spiro facility with a secondary emergency access proposed to the north of the new 3Kings facility.
16. The subdivision plat complies with the Land Management Code regarding final subdivision plats.
17. General subdivision requirements related to 1) drainage and storm water; 2) water facilities; 3) sidewalks and trails; 4) utilities such as gas, electric, power, telephone, cable, etc.; 5) public uses, such as parks and playgrounds; and 6) preservation of natural amenities and features have been addressed through the Master Planned Development process as required by the Land Management Code.
18. The property within proximity of the existing and proposed water treatment plant is not within a flood zone. Areas surrounding the two ponds are located within FEMA flood zone A.
19. Utilities will be routed within the access road, along and across the PCGC fairways, within and parallel to Three Kings Drive, and within Silver Star Drive.
20. The City will enter into the necessary service agreements with the Snyderville Basin Water Reclamation District (SBWRD) in order to secure adequate sanitary sewer service for the Project.
21. The proposed buildings will connect to the existing sanitary lateral that extends east to the Park City Hotel Cottages.
22. The source of electric power for the Project will be Rocky Mountain Power's existing underground electrical distribution system located within Three Kings Drive street rights-of-way or utility easements.
23. Communications for internet and phone will be provided by City owned fiber optic lines that are located at the eastern limits of the Project site.
24. The source of natural gas for the Project will be Dominion Energy's existing underground gas distribution system located within Three Kings Drive street rights-of-way or utility easements.
25. Water will be provided to the Project by the Park City Water District.
26. A water distribution line, for both potable and fire protection uses, will be routed from an existing water main in the driving range vicinity, south across PCGC Holes No. 10 and No. 11, and continue through the site within the access road to Three Kings Drive where it will connect to the existing water main.
27. Green roofs are proposed on structures to the south of the site.
28. Energy efficient design for the water treatment process is also proposed in order to meet net zero goals.

29. The findings in the Analysis section are incorporated herein.

Conclusions of Law:

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

Conditions of Approval:

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration and an extension is granted by the City Council.
3. Fire sprinklers will be required for all new construction per requirements of the Chief Building Official.
4. Conditions of approval of the 3Kings Water Treatment Plant Master Planned Development and Conditional Use Permit shall apply and shall be noted on the plat.
5. All required public utility, access, drainage, and snow storage easements shall be dedicated on the plat prior to recordation.

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

PASSED AND ADOPTED this 29th day of November, 2018.

PARK CITY MUNICIPAL CORPORATION

MAYOR

ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney

Attachment 1 – Proposed Plat

Planning Commission Meeting
October 24, 2018
Page 34

Conditions of Approval – 341 Woodside Avenue

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration and an extension is granted by the City Council.
3. Residential fire sprinklers will be required for all new construction per requirements of the Chief Building Official.
4. A 10 foot wide public snow storage easement will be required along Woodside Avenue.
5. All encroachments must be removed prior to approval of the plat, including the wood deck along the south side of the lot and the landscaping and retaining walls along the north side of the lot.

6. **Park City Back Nine Subdivision – The proposed Park City Back Nine Subdivision seeks to combine all existing parcels addressed at 1884 Three Kings Drive into one lot of record. (Application PL-18-03956)**

Planner Morlan stated that the Planning Commission would address the subdivision separately from the MPD and the CUP.

Planner Morlan reviewed the application for a one-lot subdivision. The City owns the entire golf course and water treatment plant property; however, it currently consists of several separate parcels. This request would combine all the City owned property into one lot of record. It would clean-up the property lines interior to the golf course. It would also lay out and memorialize the existing easements across the property.

Planner Morlan noted that the property is in the ROS zone and no residential uses are allowed. This proposed subdivision would not change the use or the boundaries of the property. Planner Morlan stated that no future development is proposed outside of the new Three Kings water treatment plant and related improvements.

The Staff recommended that the Planning Commission forward a positive recommendation to the City Council; finding good cause that it meets the ROS zone requirements, cleans up property lines and easements on the site, and does not change the use or boundaries of the site.

Commissioner Suesser asked if the combining the parcels would move any of the easements. Planner Morlan replied that some did not have specific locations on the property. There is a snowmaking easement on the property and the City had to work with Vail to figure out the location of those easements. What was shown is the culmination of discussions between the City and Vail.

Commissioner Hall questioned why the height exception was reference in Finding #4. Planner Morlan explained that typically in subdivisions they state whether or not the requirements of the zone are met in terms of setbacks and building height. She had included that note as the condition of the height on the site and how it meets the ROS zone.

Commissioner Suesser asked if the access easement to the plans meet the conditions. Planner Morlan replied that it would remain as the access to the new Three Kings Water Treatment Plant.

Vice-Chair Phillips opened the public hearing.

Brian O'Locklin, a resident at Three Kings subdivision wanted to know why he had not received a notice about this issue. He understood that people within certain limits of any property line of a project should be notified. He lives at 1423 Three Kings Drive on the 16th fairway.

Planner Morlan stated that she had sent approximately 1100 notices and several were returned. Notices were sent to all properties within 300 feet of the boundary shown on the map.

Mr. O'Locklin stated that in addition to being a property owner, he sits on the Board of the Three Kings HOA and the majority of the owners were not notified. He noted that people on the 14th fairway received notification about the Water Treatment Plan, but the majority were not notified of this subdivision. Planner Morlan stated that it was included in the same notice. Mr. O'Locklin reiterated that a large number of people did not receive notices.

Commissioner Hall asked Planner Morlan about the process for obtaining addresses for the notices. Planner Morlan replied that they come from the County Assessor's Office. Commissioner Hall clarified that if people receive their tax notice they should also receive notices from the Planning Department. Planner Morlan answered yes.

Commissioner Kenworthy asked when the notices were sent. Planner Morlan stated that the standard in the Code requires a 14-day courtesy notice. On this one it took a

little extra time to fill the envelopes. She estimated that notices were sent 15-16 days prior.

Commissioner Suesser asked if Planner Morlan had received feedback. Planner Morlan stated that people had a lot of questions. All the comments were included in the Staff report.

Chair Phillips closed the public hearing.

MOTION: Commissioner Hall moved to forward a POSITIVE recommendation to the City Council for the Park City Back Nine subdivision, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval found in the draft ordinance. Commissioner Sletten seconded the motion.

VOTE: The motion passed unanimously.

Findings of Fact – Park City Back Nine Subdivision

1. The site is located at 1884 Three Kings Drive.
2. The site is located in the Recreation and Open Space (ROS) zoning district.
3. There is a concurrent application for an MPD-CUP for a water treatment facility which is an essential municipal public utility use.
4. An exception to the Building Height up to 45 feet from Existing Grade is requested as a part of the MPD.
5. The existing Spiro water treatment plant needs to be replaced in order for water treatment related to the Spiro Tunnel to comply with state regulations.
6. The proposed site is 67.89 acres in size.
7. The proposed site is owned entirely by Park City Municipal Corporation and used as the Park City Golf Course and a water treatment facility.
8. The proposed subdivision creates 1 lot of record.
9. A legal lot of record is required for construction of a new water treatment plant on a portion of the existing site where the current Spiro facility exists.
10. On August 16, 2018, the City received a complete application for the Park City Back Nine Subdivision.
11. On July 16, 2018, the applicant held a public Open House for the Three Kings Water Treatment Plant and for the golf maintenance facility at this location.
12. A concurrent application for a Master Planned Development and Conditional Use Permit has been submitted for the reconstruction of the existing water treatment plant on this lot (see PL-18-3941).
13. No portion of this plat is within the Park City Soils Ordinance boundary.
14. The use of the property will remain the same.

15. The property is accessed from Three Kings Drive in the immediate vicinity of the existing Spiro facility with a secondary emergency access proposed to the north of the new 3Kings facility.

16. The subdivision plat complies with the Land Management Code regarding final subdivision plats.

17. General subdivision requirements related to 1) drainage and storm water; 2) water facilities; 3) sidewalks and trails; 4) utilities such as gas, electric, power, telephone, cable, etc.; 5) public uses, such as parks and playgrounds; and 6) preservation of natural amenities and features have been addressed through the Master Planned Development process as required by the Land Management Code.

18. The property within proximity of the existing and proposed water treatment plant is not within a flood zone. Areas surrounding the two ponds are located within FEMA flood zone A.

19. Utilities will be routed within the access road, along and across the PCGC fairways, within and parallel to Three Kings Drive, and within Silver Star Drive.

20. The City will enter into the necessary service agreements with the Snyderville Basin Water Reclamation District (SBWRD) in order to secure adequate sanitary sewer service for the Project.

21. The proposed buildings will connect to the existing sanitary lateral that extends east to the Park City Hotel Cottages.

22. The source of electric power for the Project will be Rocky Mountain Power's existing underground electrical distribution system located within Three Kings Drive street rights-of-way or utility easements.

23. Communications for internet and phone will be provided by City owned fiber optic lines that are located at the eastern limits of the Project site.

24. The source of natural gas for the Project will be Dominion Energy's existing underground gas distribution system located within Three Kings Drive street rights-of-way or utility easements.

25. Water will be provided to the Project by the Park City Water District.

26. A water distribution line, for both potable and fire protection uses, will be routed from an existing water main in the driving range vicinity, south across PCGC Holes No. 10 and No. 11, and continue through the site within the access road to Three Kings Drive where it will connect to the existing water main.

27. Green roofs are proposed on structures to the south of the site.

28. Energy efficient design for the water treatment process is also proposed in order to meet net zero goals.

29. The findings in the Analysis section are incorporated herein.

Conclusions of Law – Park City Back Nine Subdivision

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

Conditions of Approval – Park City Back Nine Subdivision

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration and an extension is granted by the City Council.
3. Fire sprinklers will be required for all new construction per requirements of the Chief Building Official.
4. Conditions of approval of the 3Kings Water Treatment Plant Master Planned Development and Conditional Use Permit shall apply and shall be noted on the plat.
5. All required public utility, access, drainage, and snow storage easements shall be dedicated on the plat prior to recordation.

7. **1884 Three Kings Drive – This application is a request for a Master Planned Development (MPD) and a Conditional Use Permit (CUP) to allow a new water treatment plant to replace the existing City owned and operated Spiro water treatment facility on the premises of the Park City Golf Course. (Application PL-18-03941)**

Planner Morlan reported that the City was requesting a conditional use permit and master planned development application for a new water treatment plant for a public facility that is greater than 600 square feet. Master Planned Developments are required for projects exceeding 10,000 square feet.

Planner Morlan stated that the City needs to replace the Spiro Water Treatment Plan to be in compliance with State requirements for water treatment. This site would be for water treatment from the Spiro Tunnel, the Judge Tunnel, the Thiriot Spring on site.

Welcome to the 3Kings Water Treatment Plant & Golf Maintenance Facility Open House

July 16, 2018





3Kings Water Treatment Plant & Golf Maintenance Facility

OPEN HOUSE GOALS

- Show the schematic designs of the 3Kings Water Treatment Plant & Golf Maintenance Facility moving into the planning process.
- Address questions regarding the overall project process.



3Kings Water Treatment Plant & Golf Maintenance Facility

PROJECT OUTREACH GOALS

- Inform area residents and community about the development and construction of the facilities.
- Provide an avenue for the community to learn more about the new water treatment facility.
- Address questions and concerns in a proactive manner.
- Work with the contractor and the community to address construction mitigation.



3Kings Water Treatment Plant & Golf Maintenance Facility

PROJECT ELEMENTS

- Construct a new 3Kings Water Treatment Plant
- Construct a new Golf Maintenance Facility
- Dredge the golf course ponds
- Update utilities to and around the new plant

3Kings WTP & Golf Maintenance Building Process

GOLF MAINTENANCE BUILDING



3KINGS WATER TREATMENT FACILITY



The Park City Council has recommended moving the schematic designs for both facilities into the Planning Approval Process. This will take place over the next few months.



3Kings Water Treatment Plant & Golf Maintenance Facility

PROJECT CONTACT

Website: 3KingsWTP.parkcityutilities.org
Email: kim.clark@parkcity.org
Phone: 435-615-5190

3KWTP AND GOLF MAINTENANCE BUILDING OPEN HOUSE - COMMENTS RECEIVED**Monday, July 16, 2018**

NAME	ADDRESS	PHONE	EMAIL	COMMENTS
Myra Sreauchen	8 Kings Court	435-645-9876	Strauchen@comcast.net	Very concerned about noise abatement - maintain normal working hours and no work on Sunday during the construction phase. Traffic abatement on 3 Kings - it is already a hazardous road and years of construction traffic will compound existing traffic problems.
Jack Breslin	1785 Three Kings Dr	702-234-3230	jbreslin@breslinbuilders.com	How long has the planning been taking place - how many years? Why are neighbors just now being involved? Driveway proposal from the new golf course maintenance facility should stay in the same place between 10th green and 11th tee box. 4 years construction doesn't make sense. When will final location of pipeline from Spiro Mine be decided?
Jennifer Adler	3 Kings Court		js_adler@yahoo.com	1) The golf facility road access point is problematic - a big safety issue as it is right by people's driveways and where Silver Star related recreation converges plus where the bus route goes by. - Additionally it is planned on a blind corner where traffic drives too fast and it already feels unsafe to walk with children. - Golf Maintenance is already noisy for residents. 2)The plan to enlarge / widen the road and cover the stream suggests significant future traffic is envisioned (not the 1-2 golf trucks a day) and ruins the aesthetic of the streetscape and feel of the neighborhood. 3) a four year construction period is untenable with the associated traffic, noise, and hazards on the road year-round plus major disruption / displacement of local businesses in Silver Star 4) Post construction traffic and noise should be no greater than present (it is already considerable).
Julie Breslin	1895 Three Kings	702-234-3240	breslinbd@aol.com	SAFETY of cyclists, pedestrians, strollers, hikers, skiers. Three Kings is not just a residential street, it is a recreation access year round. The proposed golf maintenance road onto Three Kings is a blind corner. It is not worth one life for the use of '2' trucks a day. There needs to be new solar speed limit signs. Construction traffic should be in one direction only, flowing from resort opposite of bus traffic. What are the hours of construction: days of the week: times how many years. The impact of a project this size is unreasonable. Update, yes! But not demolish!
Suzanne Engelhardt	2 Kings Court			1) Flag or mark rucks or mowers so local residents can identify if they are "golf" or "parks" vehicles we need to know what traffic is golf and what is park's. 2) move some parking near PC Market 3) Make access from hole 9 to golf shop no sidewalk on east side for bus or walkers. 4) Limit working hours to 7 am-7 pm - no Sunday.
Sally Elliott	2690 Sidewinder Dr	435-640-3759	sallycousinselliott@gmail.com	FROM EMAIL: I will try to attend this open house. Just in case I have to miss it, please make a record of the fact that I very strenuously object to demolition of the Hank Louis designed current elevated round water treatment facility because though it is not yet historic, it is clearly iconic. I have had discussion with Council, Mayor and City Manager about my objections and my ideas for preservation of the structure. I'm OK with moving the structure to another location to have a new use, but I will vociferously object to demolition.

**PARK CITY MUNICIPAL CORPORATION
STANDARD PROJECT CONDITIONS**

1. The applicant is responsible for compliance with all conditions of approval.
2. The proposed project is approved as indicated on the final approved plans, except as modified by additional conditions imposed by the Planning Commission at the time of the hearing. The proposed project shall be in accordance with all adopted codes and ordinances; including, but not necessarily limited to: the Land Management Code (including Chapter 5, Architectural Review); International Building, Fire and related Codes (including ADA compliance); the Park City Design Standards, Construction Specifications, and Standard Drawings (including any required snow storage easements); and any other standards and regulations adopted by the City Engineer and all boards, commissions, agencies, and officials of the City of Park City.
3. A building permit shall be secured for any new construction or modifications to structures, including interior modifications, authorized by this permit.
4. All construction shall be completed according to the approved plans on which building permits are issued. Approved plans include all site improvements shown on the approved site plan. Site improvements shall include all roads, sidewalks, curbs, gutters, drains, drainage works, grading, walls, landscaping, lighting, planting, paving, paths, trails, public necessity signs (such as required stop signs), and similar improvements, as shown on the set of plans on which final approval and building permits are based.
5. All modifications to plans as specified by conditions of approval and all final design details, such as materials, colors, windows, doors, trim dimensions, and exterior lighting shall be submitted to and approved by the Planning Department, Planning Commission, or Historic Preservation Board prior to issuance of any building permits. Any modifications to approved plans after the issuance of a building permit must be specifically requested and approved by the Planning Department, Planning Commission and/or Historic Preservation Board in writing prior to execution.
6. Final grading, drainage, utility, erosion control and re-vegetation plans shall be reviewed and approved by the City Engineer prior to commencing construction. Limits of disturbance boundaries and fencing shall be reviewed and approved by the Planning, Building, and Engineering Departments. Limits of disturbance fencing shall be installed, inspected, and approved prior to building permit issuance.
7. An existing conditions survey identifying existing grade shall be conducted by the applicant and submitted to the Planning and Building Departments prior to issuance of a footing and foundation permit. This survey shall be used to assist

the Planning Department in determining existing grade for measurement of building heights, as defined by the Land Management Code.

8. A Construction Mitigation Plan (CMP), submitted to and approved by the Planning, Building, and Engineering Departments, is required prior to any construction. A CMP shall address the following, including but not necessarily limited to: construction staging, phasing, storage of materials, circulation, parking, lights, signs, dust, noise, hours of operation, re-vegetation of disturbed areas, service and delivery, trash pick-up, re-use of construction materials, and disposal of excavated materials. Construction staging areas shall be clearly defined and placed so as to minimize site disturbance. The CMP shall include a landscape plan for re-vegetation of all areas disturbed during construction, including but not limited to: identification of existing vegetation and replacement of significant vegetation or trees removed during construction.
9. Any removal of existing building materials or features on historic buildings shall be approved and coordinated by the Planning Department according to the LMC, prior to removal.
10. The applicant and/or contractor shall field verify all existing conditions on historic buildings and match replacement elements and materials according to the approved plans. Any discrepancies found between approved plans, replacement features and existing elements must be reported to the Planning Department for further direction, prior to construction.
11. Final landscape plans, when required, shall be reviewed and approved by the Planning Department prior to issuance of building permits. Landscaping shall be completely installed prior to occupancy, or an acceptable guarantee, in accordance with the Land Management Code, shall be posted in lieu thereof. A landscaping agreement or covenant may be required to ensure landscaping is maintained as per the approved plans.
12. All proposed public improvements, such as streets, curb and gutter, sidewalks, utilities, lighting, trails, etc. are subject to review and approval by the City Engineer in accordance with current Park City Design Standards, Construction Specifications and Standard Drawings. All improvements shall be installed or sufficient guarantees, as determined by the City Engineer, posted prior to occupancy.
13. The Snyderville Basin Water Reclamation District shall review and approve the sewer plans, prior to issuance of any building plans. A Line Extension Agreement with the Snyderville Basin Water Reclamation District shall be signed and executed prior to building permit issuance. Evidence of compliance with the District's fee requirements shall be presented at the time of building permit issuance.

14. The planning and infrastructure review and approval is transferable with the title to the underlying property so that an approved project may be conveyed or assigned by the applicant to others without losing the approval. The permit cannot be transferred off the site on which the approval was granted.
15. When applicable, access on state highways shall be reviewed and approved by the State Highway Permits Officer. This does not imply that project access locations can be changed without Planning Commission approval.
16. Vesting of all permits and approvals terminates upon the expiration of the approval as defined in the Land Management Code, or upon termination of the permit.
17. No signs, permanent or temporary, may be constructed on a site or building without a sign permit, approved by the Planning and Building Departments. All multi-tenant buildings require an approved Master Sign Plan prior to submitting individual sign permits.
18. All exterior lights must be in conformance with the applicable Lighting section of the Land Management Code. Prior to purchase and installation, it is recommended that exterior lights be reviewed by the Planning Department.
19. All projects located within the Soils Ordinance Boundary require a Soil Mitigation Plan to be submitted and approved by the Building and Planning departments prior to the issuance of a Building permit.

Tippe Morlan

From: Julie Breslin <breslinbd@aol.com>
Sent: Wednesday, October 10, 2018 3:14 PM
To: Bruce Erickson; Kirsten Whetstone; Francisco Astorga; Anya Grahm; Tippe Morlan; Hannah Tyler; Laura Newberry; Elizabeth Jackson; Council_Mail
Cc: Jack Breslin; Mike Thomas; Jo; Suzette Robarge
Subject: Re: 3 Kings Water Treatment Plant

Follow Up Flag: Follow up
Flag Status: Flagged

p.s. I forgot to mention the obstruction of snow removal on Three Kings in the winter.
Julie Breslin

> On Oct 10, 2018, at 11:03 AM, Julie Breslin <breslinbd@aol.com> wrote:
>
> I saw the notices on the Water Treatment Building today and prompted me to reach out to you all once again.
> In advance of the 2 upcoming meetings, I must write to you all in order to give you ample time to consider the following suggestions.
>
> My husband and I live at 1895 Three Kings and are acutely aware of the impact this project will have for a very long time. Being in construction ourselves gives us great insight to the problems posed by this in a residential neighborhood.
>
> Please consider adding more stop signs along Three Kings to slow the traffic to the posted 20mph.
>
> Please consider a number of permanent solar powered speed signs along Thaynes and Three Kings.
>
> Please consider construction traffic to enter from Empire and exit on Thaynes to make it flow in one direction.
> That would keep the 9 bus stops clear and the buses running close to schedule.
>
> There will be no parking for any construction vehicles along Three Kings. Both sides are currently posted as "No Parking" for anyone and must remain so. Allowing any parking along Three Kings invites Ski parking as well, as there would be no distinguishing between the two. That would, in essence, make Three Kings a parking lot.
>
> I suggest that the City embark on a progressive transportation initiative for this project and set the tone for the future. It would be a bright and shiny example to the citizens.
> The word is "Take The Bus." A bus will be designated for exclusive use by the construction personnel and will run non stop from Richardson Flat to the project during working hours. That is a win win for the city, the workers, and the residents/visitors along the Three Kings corridor. It will also keep hundreds of vehicles from our already overused access routes of 224 and 248.
>
> Sub contractor drop offs will use "containers" on site for tools and materials reducing the amount of trips and reducing the site pollution of stacks of building materials along our residential street.
>
> All drop offs and deliveries must adhere to the "No Idling" laws in Park City, just like every other citizen.
>

> No engine brakes would be aloud in the neighborhood at any time.
>
> We hope to live thru this project with as little conflict and disruption as possible. The length of the project is forecast to take longer the the Salt Lake City Airport expansion project. Please consider all of this and imagine yourself living thru it with your families for years.
>
> Thank you for reading this and considering the options available.
> See you at the upcoming meetings.
>
> Julie Breslin
> 1895 Three Kings Dr.
> 702-234-3240
>
>
>
>
>
>
>

Tippe Morlan

From: Stanley Rodman <stanrodman@mac.com>
Sent: Wednesday, October 17, 2018 1:30 PM
To: Tippe Morlan
Subject: 3Kings Water Treatment Plant

Follow Up Flag: Follow up
Flag Status: Flagged

Ms. Morlan,

My name is Stan Rodman, I live on Three Kings Drive.

For the last several years many residents, myself included, who live along Three Kings Drive, (that has a posted speed limit of 20 MPH), have shared our concerns about the speed that cars, trucks, City busses, and City vehicles belonging to the Water Department travel along our street with the Police Department, the Park City Record, and City engineers in an effort to get more enforcement and signage in an attempt to slow the traffic to at least the posted speed limit. Many of us have young children, as well as the numerous hikers, bikers, skiers, etc. that walk along our street. The stretch of Three Kings Drive south of Crescent has no sidewalk, which puts pedestrians in the street. This is especially dangerous during the winter months when snow narrows the street even more.

I intend, if possible, to be at the meeting on 24 October, to ask two questions.

First, will this proposed project generate more City Water vehicular traffic along Three Kings Drive?

Second, can we have City water vehicles, present and future traffic, please adhere to the posted 20 MPH in this residential area?

Both the City and the Police Department cite a lack of resources and/or financial constraints as a reason for not increasing the number of speed limit signs or police presence.

I don't believe either of these constraints would apply to the simple act of slowing down.

If I am unable to attend the scheduled meeting, I would ask that my concerns be presented to the Planning Commission and a response be forwarded to me via email.

Thank you,

Stan Rodman
1540 Three Kings Drive
435.647.6397

Council Agenda Item Report

Meeting Date: January 29, 2019

Submitted by: Francisco Astorga

Submitting Department: Planning

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve Ordinance No. 2019-09, an Ordinance Approving an Extension of the March 8, 2018 Approval of the Ridge Avenue Plat Amendment, Located at 123 Ridge Avenue, Park City, Utah
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Ridge Avenue Plat Extension Staff Report](#)

[Ridge Avenue Plat Exhibits](#)

City Council Staff Report

Subject: Ridge Avenue Plat Amendment
(Alice Claim Subdivision Plat Property Swap)
Author: Francisco Astorga, AICP, Senior Planner
Project #: PL-16-03069
Date: 29 January 2019
Types of Item: Legislative – Plat Amendment Date Extension

Summary Recommendations

Staffs recommends that the City Council open a public hearing for the Ridge Avenue Plat Amendment Date Extension, associated with the Alice Claim Subdivision Plat, and consider approving the date extension pursuant to the Findings of Fact, Conclusion of Law, and Conditions of Approval stated in the Draft Ordinance.

Topic

Applicant: King Development Group LLC & 123-129 Ridge LLC
represented by Brad Cahoon, Marc Diemer, Gregg Brown,
and Jerry Fiat
Location: Alice Claim south of intersection of King Road, Ridge
Avenue and Sampson Avenue
Zoning: Historic Residential-1 and Estate Districts
Adjacent Land Uses: Open Space and Residential (developed and undeveloped)
Reason for Review: Extension of Plats require City Council action

Executive Summary/Proposal

On March 8, 2018, the Park City Council approved the Ridge Avenue Plat Amendment which is set to expire on March 8, 2019 if the Plat is not recorded at the County. The Ridge Avenue Plat Amendment swapped a 2,057 square foot triangular portion of Lot 1 with corresponding 2,057 square foot triangular portion of Lot 9 and Lot 8 of the approved Alice Claim Subdivision and Plat Amendment (Subdivision Plat). The Planning Department received a request for extension on November 26, 2018. There have been no modifications to the original request of either approved Plat.

The applicant is requesting an extension to the Ridge Avenue Plat Amendment approval date due to the length of time needed to complete utility, public improvements, infrastructure, etc. which would allow them to record the Alice Claim Subdivision Plat at the County. The Alice Claim Subdivision Plat was approved with a two (2) year recordation expiration date from Council's final action, March 8, 2020; however, the Ridge Avenue Plat Amendment was approved with one (1) year recordation expiration date, March 8, 2019.

Plat Background / Analysis

The background and Analysis of this approved Plat Amendment as well as the Alice

Claim Subdivision Plat can be found in the March 8, 2018 City Council Staff Report:

- [Ridge Avenue Plat Amendment](#) (pg. 157)
- [Alice Claim Subdivision Plat](#) (pg. 61)

The March 8, 2018 City Council meeting minutes can also be found here:

- [Ridge Avenue Plat Amendment](#) (pg. 13)
- [Alice Claim Subdivision Plat](#) (pg. 8)

Plat Date Extension Analysis

Per [Land Management Code § 15-7.1-6\(C\)\(5\) Final Subdivision Plat](#), applicants may request time extensions of the City Council approval by submitting a written request to the Planning Department prior to the expiration of approval; the applicant submitted a complete Request for Extension Application to the Planning Department on November 26, 2018. The City Council may grant an extension to the expiration date when the Applicant is able to demonstrate no change in circumstance that would result in an unmitigated impact or finding of non-compliance with the General Plan or Land Management Code. Staff has reviewed the applicant's Request for Extension and found no changes in circumstance, including no physical changes to the property or surroundings; furthermore, staff should have requested the same expiration dates for both Plats when they were both approved on March 8, 2018.

Staff finds good cause for this Plat Amendment date extension to March 8, 2020 as this Plat Amendment land swap was indeed in conjunction with the Alice Claim Subdivision Plat specifically filed to "square off" lots.

Process

The approval of this application by the City Council constitutes Final Action that may be appealed following the procedures found in Land Management Code [Land Management Code § 15-1-18](#).

Department Review

This project has gone through an interdepartmental review. Staff has not identified any issues associated with this proposal outside of the analysis, findings of fact, conclusion of law, conditions of approval, etc. of the requested Alice Claim Subdivision and Plat Amendment.

Notice

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

Public Input

No public input has been received by the time of this report.

Alternatives

- The City Council may approve the request as conditioned or amended; or

- The City Council may deny the request and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on the request.

Significant Impacts

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

Consequences of not taking the Suggested Recommendation

Recordation of this Plat Amendment without the Alice Claim Subdivision Plat would create remnant parcels. The Plat will expire on March 8, 2019 and the applicant would have to begin the Plat Amendment process anew.

Summary Recommendations

Staffs recommends that the City Council open a public hearing for the Ridge Avenue Plat Amendment Date Extension, associated with the Alice Claim Subdivision Plat, and consider approving the date extension pursuant to the Findings of Fact, Conclusion of Law, and Conditions of Approval stated in the Draft Ordinance.

Exhibits

Exhibit A – Proposed Ordinance with Proposed Plat Amendment

Exhibit B – Applicant's Project Description

Exhibit C – Survey

Exhibit D – Property Swap

Exhibit E – Ridge Avenue Subdivision

Exhibit F – Applicant's Extension Request dated November 26, 2018

Exhibit G – Ordinance No. 2018-09

Exhibit A - Draft Ridge Avenue Plat Amendment Ordinance

Ordinance No. 2019-09

AN ORDINANCE APPROVING AN EXTENSION OF THE MARCH 8, 2018 APPROVAL OF THE RIDGE AVENUE PLAT AMENDMENT, ORDINANCE NO. 2018-09, LOCATED AT 123 RIDGE AVENUE, PARK CITY, UTAH.

WHEREAS, the owners of the property known as the Alice Claim Subdivision AND 123 Ridge Avenue, have petitioned the City Council for approval of the Ridge Avenue Plat Amendment; and

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

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

WHEREAS, the Planning Commission held a public hearing on May 25, 2016, July 13, 2016, and July 27, 2016 to receive input on the proposed Plat;

WHEREAS, on May 25, 2017, February 15, 2018, and March 8, 2018 the City Council held a public hearing on the proposed Plat; and

WHEREAS, the applicant submitted a letter requesting an extension of approval on November 26 2018; and

WHEREAS, on January 29, 2019 the City Council held a public hearing on the requested date extension; and

WHEREAS, it is in the best interest of Park City, Utah to conduct a public hearing and approve the extension of approval of the Ridge Avenue Plat Amendment.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Ridge Avenue Plat Amendment, as shown in Attachment 1, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. The site is located 123 Ridge Avenue.
2. The site is Lot 1 of the Ridge Avenue Subdivision.
3. The site is within the HRL District.

4. The applicant requests that the City review the Ridge Avenue Plat Amendment.
5. The applicant proposes a change to adjust Lot 1.
6. The proposed amendment swaps a 2,057 square foot triangular portion of Lot 1 with corresponding 2,057 square foot triangular portion of Lot 9 and Lot 8 of the proposed Alice Claim Subdivision and Plat Amendment.
7. There is no increase or reduction in the size of either subdivision.
8. The resulting reconfiguration allows the “squaring up” of these lots through this Plat Amendment and the adjacent Lot 9 and Lot 8 of the proposed Alice Claim Subdivision and Plat Amendment.

Conclusions of Law

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

Conditions of Approval

1. The City Attorney and City Engineer will review and approve the final form and content of the Plat amendment for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the Plat.
2. The applicant will record the Plat Amendment at the County by March 8, 2010, two (2) years from the original date of the City Council approval. If recordation has not occurred by March 8, 2020, this approval for the Plat will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council. If the Plat is not recorded within this time period, it shall be null and void and any resubmittal shall be a new application which is subject to all review requirements, zoning restrictions and subdivision regulations, etc., at the time of the submittal.
3. The conditions of approval of the Ridge Avenue Subdivision shall continue to apply.

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

PASSED AND ADOPTED this 29th day of January, 2019

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, MAYOR

ATTEST:

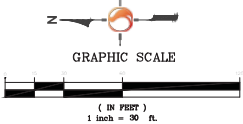
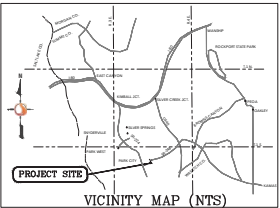
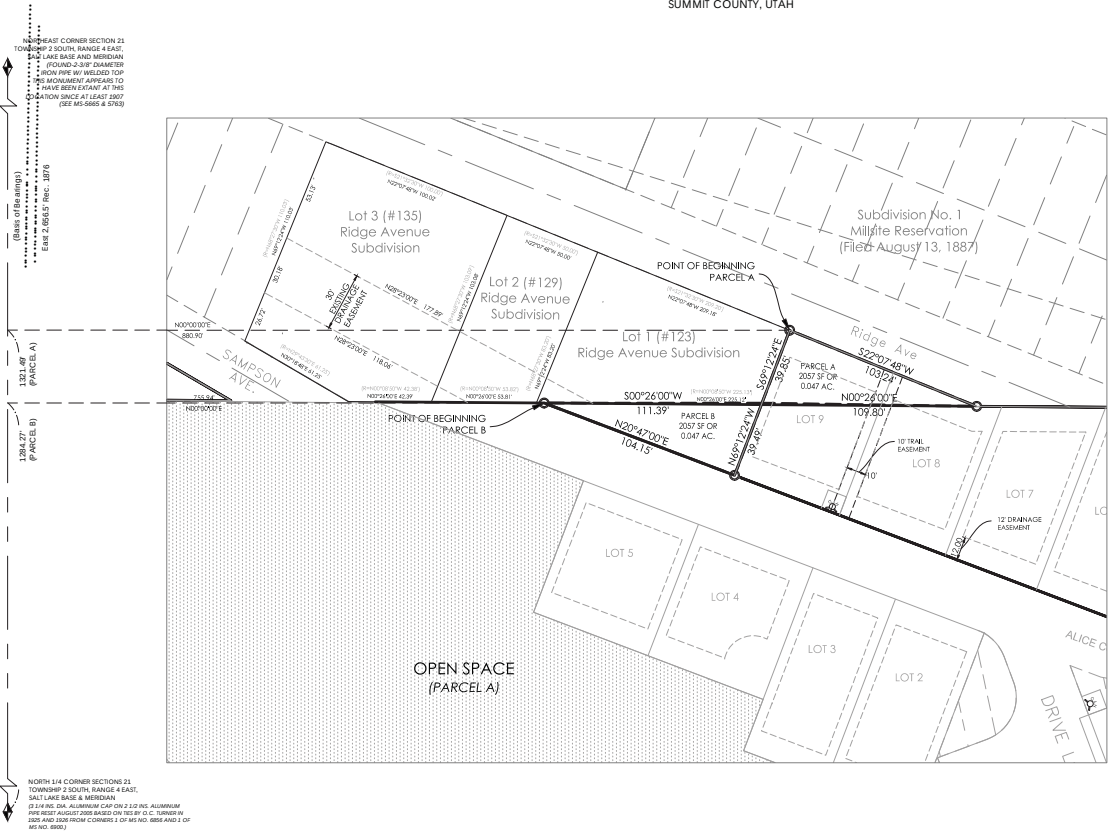
Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

RIDGE AVENUE SUBDIVISION
AMENDING LOT 1

LOCATED IN THE NORTHEAST QUARTER OF SECTION 21,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN
SUMMIT COUNTY, UTAH



- NOTES**
- 1. The basis of bearings of this Plat is between two existing Section Corner Monuments, the bearing between the Northeast Corner and the North Quarter of Section 21, Township 2 South, Range 4 East, Salt Lake Base and Meridian, is N89°02'26"W, as measured in the field.
 - 2. The purpose of this Plat is to amend Lot 1 to include Parcel A, and to remove Parcel A shown on the original plat of Ridge Avenue Subdivision as recorded December 15, 1995, Entry No. 444460 in the Summit County Recorder's Office.
 - 3. This amended plat is subject to all of the matters pertaining to the original recorded plat, other than any differences shown hereon. They include, but not limited to, easements, rights-of-way, covenants, conditions, restrictions, and other matters of record.
 - 4. The dimensions shown as record on this plat are taken from said recorded Ridge Avenue Subdivision (plat), which shows the distances to be calculated, rather than measured or record.

SURVEYOR'S CERTIFICATE

I, Greg Cates, do hereby certify that I am a Professional Land Surveyor, and that I hold certificate No. 161226 as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as

**RIDGE AVENUE SUBDIVISION
AMENDING LOT 1**

and that same has been surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

PARCEL A

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

Beginning at a point on the Southeastly Line of Lot 1, Ridge Avenue Subdivision as shown on the plat recorded December 15, 1995, Entry No. 444460 in the Summit County Recorder's Office, said point 103.24 feet to the Southwestly Corner of said Lot 1; thence, along the West Line of said Lot 1,

Contains: 2101 Square Feet or 0.048 Acres.

PARCEL B

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

Beginning at a point on the West Line of Lot 1, Ridge Avenue Subdivision as shown on the plat recorded December 15, 1995, Entry No. 444460 in the Summit County Recorder's Office, said point being also 103.24 feet to the Southwestly Corner of said Lot 1; thence, along the West Line of said Lot 1,

Contains: 2012 Square Feet or 0.046 Acres.



OWNER'S DEDICATION

Know all men by these presents that _____, the undersigned owner(s) of the above described tract of land, having caused the same to be subdivided into lots and streets to be hereafter known as

**RIDGE AVENUE SUBDIVISION
AMENDING LOT 1**

do hereby dedicate for perpetual use of the public all parcels of land and easements as shown on this plat as intended for public use.

In witness whereof _____ have hereunto set _____ this _____ day of _____ A.D., 20____.

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH } s.s.
COUNTY OF UTAH }
On the _____ day of _____ A.D., 20____ personally appeared before me, _____, who being duly sworn or affirmed, did say that he/she is the _____ of _____ and that the within owner's dedication was signed by him/her in behalf of the said corporation by authority of its bylaws, or Board of Directors, and that said corporation executed the same.

My commission number: _____
My commission expires: _____ Name _____ Notary Public commissioned in Utah

**RIDGE AVENUE SUBDIVISION
AMENDING LOT 1**

LOCATED IN THE NORTHEAST QUARTER OF SECTION 21,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

EASEMENT APPROVAL	
QUESTAR	DATE
ROCKY MOUNTAIN POWER	DATE
CENTURY LINK (QWEST)	DATE
COMCAST	DATE

Questar approves this plat solely for the purpose of confirming that the plat contains public utility easements. Questar may require other easements in order to serve the development. This approval does not constitute abrogation or waiver of any other existing rights, obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval or acknowledgment of any terms contained in this plat, including those set forth in the Owner's Declaration and the Notes and does not constitute a guarantee of particular terms of natural gas service. For further information please contact Questar's Right-of-Way department at 1-800-366-8532.

No.	Revisions	By	Date

Project Number	PM	OWNER/SUBDIVIDER
20230957 <td>PMD</td> <td>123-129 Ridge, LLC</td>	PMD	123-129 Ridge, LLC
Drawn By	Drawn By	P.O. BOX 244
Checked By	Checked By	PARK CITY, UTAH
Scale	Scale	84060
Drawn	Drawn	

Stantec Consulting Services Inc.
3995 S 700 E Ste. 300
Salt Lake City, UT 84107-2540
Tel: 801.263.1000
Fax: 801.266.1671
www.stantec.com

Project Number	PM	OWNER/SUBDIVIDER	SUTYERVILLE BASIN SEWER DISTRICT	MAYOR	PARK CITY ENGINEER	APPROVAL AS TO FORM
20230957	PMD	123-129 Ridge, LLC	REVIEW FOR CONFORMANCE ON THIS _____ DAY OF _____ A.D., 20____	APPROVED AND ACCEPTED BY THE SUMMIT COUNTY PLANNING COMMISSION THIS _____ DAY OF _____ A.D., 20____	I, _____, PARK CITY ENGINEER, HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED BY THE OFFICE AND IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.	APPROVED AS TO FORM THIS _____ DAY OF _____ A.D., 20____
			S.B.W.R.D.	MAYOR	DATE	ATTORNEY

RECORDED #

STATE OF UTAH, COUNTY OF _____, DEED NO. _____

FILED _____

PRELIMINARY

SUMMIT COUNTY RECORDER



February 19, 2016

**Ridge Avenue Subdivision Amendment Application associated with the
Alice Claim (aka Alice Lode) Amended Subdivision & Plat Amendment Applications**

Project Description and Comparison to Previously Proposed Plans

The Applicant, 123-129 Ridge, LLC , requests that the City Staff and Planning Commission review a Subdivision Plat Amendment for the Ridge Avenue Subdivision. Applicant owns Lot 1 (#123) and Lot 2 (#129) of that Subdivision. Applicant proposes a change to just Lot 1 (#123). Applicant is affiliated with King Development Group, LLC, the proponent of the Alice Claim Subdivision.

The proposed amendment “swaps” a 2,057 square foot triangular portion of Lot 1 (#230)) with corresponding 2,057 square foot triangular portion of Lot 9 of the proposed Alice Claim Subdivision.

Lot 9 includes a triangle of land that is currently part of adjoining lot #123 of the Ridge Avenue subdivision. This triangle will be transferred into Alice Claim and become part of Lot 9. There is a corresponding triangle of land within Alice Claim that also is adjacent to lot #123 and will be transferred into lot #123. The owners of both parcels are affiliated companies and have agreed to these transfers, but the transfer will not be completed until after the subdivision plat has been approved by the City Council.

There is no increase or reduction in the size of either subdivision. The resulting reconfiguration allows for more buildable and livable lots 8 and 9 in the Alice Claim Subdivision while at the same time “squaring up” these lots and lot #123 of the Ridge Avenue Subdivision. This land pattern is much more compatible with the pattern found throughout the historic districts in the City providing good cause for both subdivisions.

Thank you for your consideration.

Sincerely,



DHM Design Corporation
Marc Diemer, Associate Principal

cc: King Development Group, LLC
Bradley R. Cahoon, Esq.

TOPOGRAPHICAL BOUNDARY SURVEY

RIDGE AVENUE SUBDIVISION LOT 1
LOCATED IN THE NORTHEAST QUARTER OF SECTION 21,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

SURVEYOR'S CERTIFICATE

I, Gregory A. Cates, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 161226 as prescribed by the laws of the State of Utah. I further certify that this survey was made by me or under my direct supervision, and I have made a survey of the tract of land as shown on this survey.



DATE _____ Gregory A. Cates
P.L.S. 161226

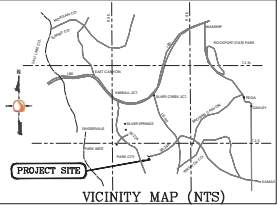
LEGAL DESCRIPTION

A parcel of land located in the Northeast Quarter of Section 21, Township 2 South, Range 4 East, Salt Lake Base & Meridian, said parcel being more particularly described as follows:
Beginning at a point on the West Boundary line of said Ridge Avenue Subdivision, said point being also the Northwest Corner of said Lot 1, said point being also S89°02'26"E, along the Section Line, 1284.30 feet and South 752.00 feet from the North Quarter Corner of said Section 21 and running thence, along the Northeastly line of said Lot 1, S69°12'24"E 83.20 feet to the Northeastly Corner of said Lot 1 and the Westly Right-of-Way line of Ridge Avenue; thence, along said Westly Right-of-Way line, S22°07'46"W 209.18 feet to the Southeasterly Corner of said Lot 1; thence, along the Westly Boundary line of said Ridge Avenue Subdivision, N02°24'07"E 225.12 feet to the Point of Beginning.

Contains: 3.703 Square Feet or 0.20 Acres.

NARRATIVE

The Basis of Bearings of this Plat is between two existing Section Corner Monuments, the Bearing between the Northeast Corner and the North Quarter of Section 21, Township 2 South, Range 4 East, Salt Lake Base and Meridian, is N89°02'26"E, as measured in the field.
The purpose of this plat is to show Lot 1, as shown on the original plat of Ridge Avenue Subdivision as recorded December 15, 1995, Entry No. 444460 in the Summit County Recorder's Office.
The dimensions shown in parentheses as record on this plat are taken from said recorded Ridge Avenue Subdivision plat, which shows the distances to be calculated, rather than measured or record.



GRAPHIC SCALE



LEGEND:

---	PROPERTY LINE
---	EASEMENT LINE
---	SANITARY SEWER
---	WATER LINE
---	RAW WATER LINE
---	OVERHEAD POWER LINE
---	GAS LINE
---	MAJOR CONTOUR
---	MINOR CONTOUR
---	PINE TREE

NORTHEAST CORNER SECTION 21,
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
(FOUND 3.31" DIAMETER
IRON PIPE W/ WELDED TOP
MONUMENT APPEARS TO
HAVE BEEN EXIST AT THIS
LOCATION SINCE AT LEAST 1887
(SEE RE-5685 & 5703))

NEARLY 2 INCH 2.50 INCH LINE
(3.50 INCH 2.50 INCH LINE)

1284.30

NORTH 1/4 CORNER SECTION 21,
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE & MERIDIAN
(3 1/4" DIA. ALUMINUM CAP ON 2 1/2" ALUMINUM
PIPE BEING ADJUSTED 200 FEET ON THE S.W. BY C. T. TANNER IN
1995 AND 328 FEET FROM CORNER 1 OF RE-NO. 5685 AND 1 OF
RE-NO. 5703)



Client/Project
Ridge Avenue Lot 1
Tesch Law Offices, PC
Section 21, T2S, R4E, S18B&M
Park City
Summit County, Utah
This
TOPOGRAPHICAL BOUNDARY SURVEY
Permit-Seal

Project Number: 205303057
File Name: 030517_161226.dwg
GAC: SB GAC: 16/05/25
Des: Chis: Dgn: YV/AM/00
Revision Sheet

Revision Sheet

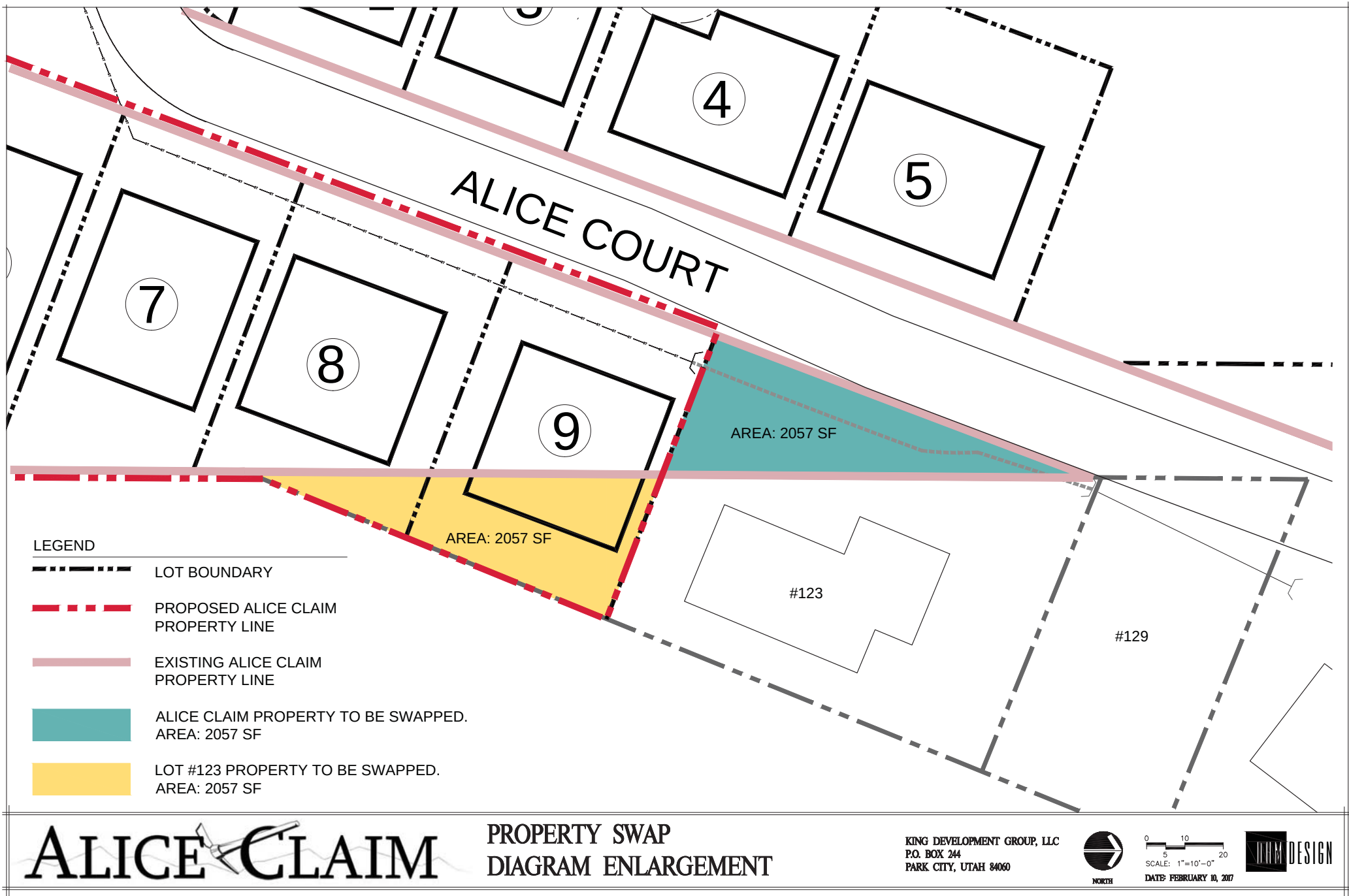
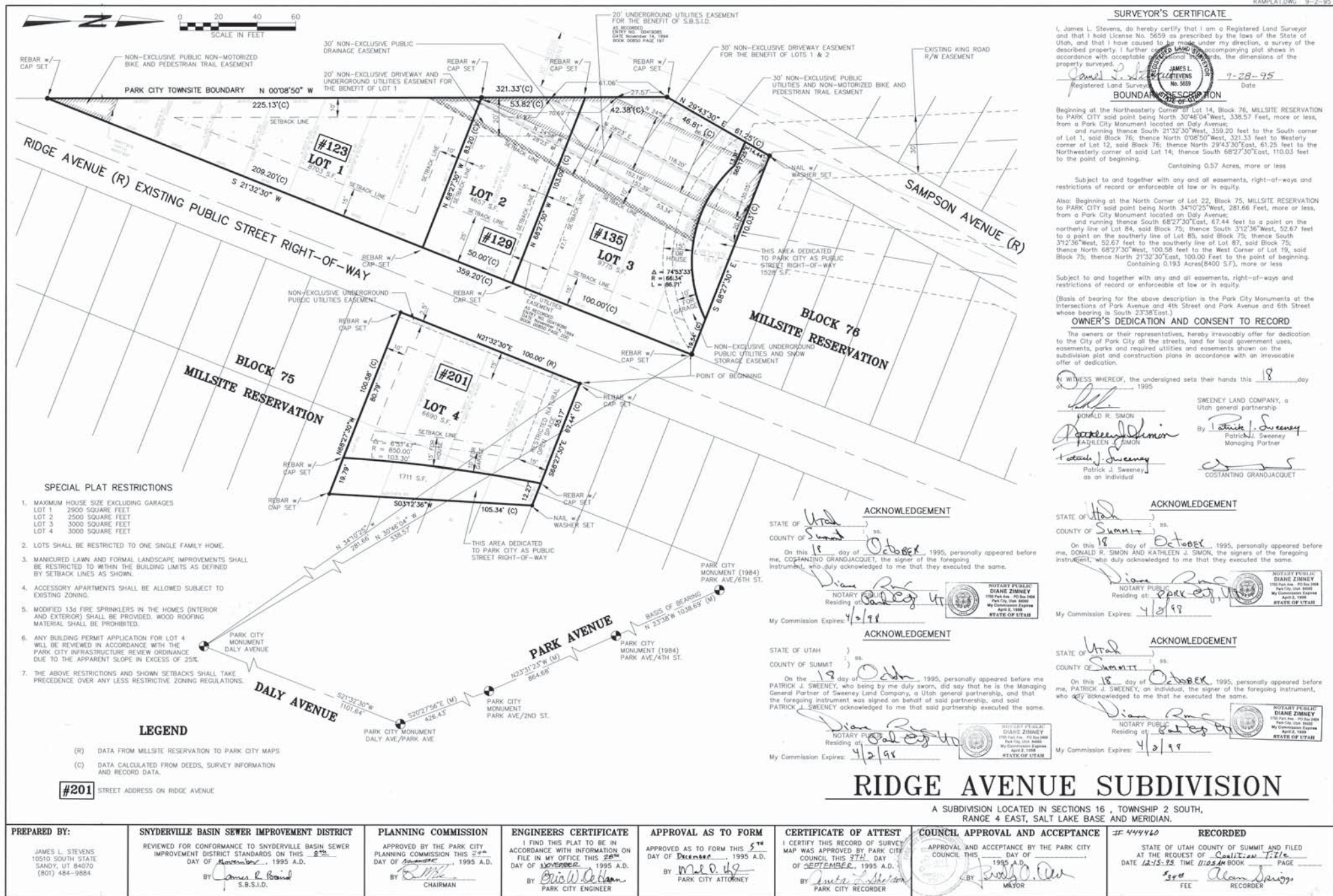


Exhibit E – Ridge Avenue Subdivision





DURHAM JONES & PINEGAR, P.C.
111 South Main Street, Suite 2400
Salt Lake City, Utah 84111
801.415.3000
801.415.3500 Fax
www.djplaw.com

Bradley R. Cahoon
Attorney at Law
bcagoon@djplaw.com

November 26, 2018

VIA mharrington@parkcity.org; fastorga@parkcity.org

Park City Municipal Corporation
Mark Harrington, City Attorney
Francisco Astorga, Planner

Re: *123-129 Ridge, LLC--Ridge Avenue Subdivision Plat Amendment*

Dear Mark:

I write on behalf of 123-129 Ridge, LLC, owner of real property known as the Ridge Avenue Subdivision located in Park City, Utah. 123-129 Ridge respectfully requests the City immediately (i) allow the recording of the Ridge Avenue Subdivision Plat Amendment, or (ii) modify Condition of Approval 2 to require the recording of the Ridge Avenue Plat Amendment within two years of the Park City Council's approval, or by March 8, 2020. Time is now of the essence for one of these actions to be taken because the deadline for recording the Ridge Avenue Plat Amendment will expire on March 8, 2019.

Background

On March 8, 2018, Park City Council approved the Ridge Avenue Plat Amendment and concluded that the Ridge Avenue "[P]lat [A]mendment is consistent with the Park City Land Management Code and applicable State law regarding subdivision and plat amendments." City Ordinance No. 2018-09. Condition of Approval No. 2 requires, "[t]he applicant will record the plat amendment at the County within one year from the date of City Council approval," i.e., by March 8, 2019. Further, if the plat amendment is "not recorded within this time period, it shall be null and void." *Id.*

City Ordinance 2018-08 approving the Alice Claim Subdivision corresponds to Ordinance 2018-09. The Ridge Avenue Plat Amendment was needed to square-up platted Ridge Lot 123 and Alice Claim Lot 9. For this reason, both the Ridge Avenue Plat Amendment and the Alice Claim Subdivision Plat should have been given the same deadline to record. Instead,

the Ridge Avenue Plat Amendment was given a one-year deadline, and Alice Claim Subdivision Plat was given a two-year deadline.

Notwithstanding City Council's determination that Ridge Avenue Plat Amendment is consistent with applicable city and state law, the City Planning Department believes that the Ridge Avenue Plat Amendment cannot be recorded before the corresponding Alice Claim Plat is recorded on grounds that the Ridge Avenue Plat Amendment would create an illegal subdivision. There is no basis in law or fact for this concern.

Ridge Avenue Plat Amendment

City Council's approval of the Ridge Avenue Plat Amendment resulted in a boundary line change between the Ridge Avenue Plat and Alice Claim. The change squared-up platted Ridge Lot 123 and approved, unplatted Alice Claim Lot 9. City Council required the Ridge Avenue Plat Amendment to be recorded one year before the Alice Claim Plat. In this interim period, the platted portion of Ridge Lot 123 transferred to Alice Claim will change the boundary line of the Alice Claim parcel. Once the Alice Claim Plat is recorded, both Ridge Lot 123 and Alice Claim Lot 9 will be platted lots.

Utah Municipal Land Use Development and Management Act

The Planning Department's position is incorrect. The Utah Municipal Land Use Development and Management Act ("LUDMA") requires that the Ridge Avenue Plat Amendment be recorded. LUDMA governs land use and zoning regulation by municipalities and provides mandatory requirements that local governments are required to follow. *See* Utah Code Ann. § 10-9a-102. A city "may not impose a requirement or standard that conflicts with a provision of this chapter, other state law, or federal law." Utah Code Ann. § 10-9a-104(1)-(2) (emphasis added).

LUDMA excludes from its definition of "subdivision" the following (among others):

- "A bona fide division or partition of land by deed or other instrument where the land use authority expressly approves in writing the division in anticipation of further land use approvals on the parcel or parcels." *Id.* § 10-9a-103 (57)(c)(v); or
- "The joining of a subdivided parcel of property to another parcel of property that has not been subdivided does not constitute a subdivision under this Subsection (57) as to the unsubdivided parcel of property or subject the unsubdivided parcel to the municipality's subdivision ordinance." *Id.* § 10-9a-103 (57)(d).

Exhibit F – Applicant's Extension Request dated November 26, 2018

Mark Harrington
November 26, 2018
Page 3

The Municipal Code of Park City does not include any of these exclusions and therefore conflicts with LUDMA. *Cf.* Municipal Code of Park City § 15-15-1. Because the two definitions conflict, LUDMA's definition and exclusions control.

The Ridge Avenue Plat Amendment qualifies for each of the quoted LUDMA subdivision exclusions. The Ridge Avenue Plat Amendment is an instrument approved by the City Council in writing (Ordinance No. 2018-09) for the division between Ridge Avenue and Alice Claim in anticipation of further land use approvals, *e.g.*, the Alice Claim Subdivision Plat. This exclusion will be met when the City signs the Ridge Avenue Plat Amendment for recording. Finally, the Ridge Avenue Plat Amendment joins an unsubdivided portion of Alice Claim to the subdivided Ridge Avenue Lot 129. By law that is not subdivision.

For all of these reasons and legal exclusions, the Ridge Avenue Plat Amendment may be recorded without violating the law.

Requests

Accordingly, 123-129 Ridge respectfully requests that, without further delay, the Ridge Avenue Plat Amendment be signed by the City departments for recording.

If the City does not allow the Ridge Avenue Plat Amendment to be recorded, then 123-129 Ridge respectfully requests that the City Council take immediate action, without delay, to amend Ordinance No. 2018-09, Condition of Approval 2 as follows:

The applicant will record the plat amendment at the County within ~~one year~~ two years from the date of City Council approval. If recordation has not occurred within ~~one year's~~ two years' time, this approval for the plat will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council. If the plat is not recorded within this time period, it shall be null and void and any resubmittal shall be a new application which is subject to all review requirements, zoning restrictions and subdivision regulations at the time of the submittal.

If the City elects to proceed with the amendment process, 123-129 Ridge requests that this be done immediately because the March 8, 2019 deadline is fast approaching.

Finally, 123-129 Ridge should not be required to ask for a one-year extension to March 8, 2020 to record the Ridge Avenue Plat Amendment. The reason for this is that King could have to request a one-year extension to March 8, 2021 of the two-year Alice Claim Subdivision Plat recording deadline. King does not plan to do this. But if King ends up having to request an extension to March 8, 2021, this would severely prejudice 123-129 Ridge whose one-year extension would expire on March 8, 2020.

Exhibit F – Applicant's Extension Request dated November 26, 2018

Mark Harrington

November 26, 2018

Page 4

Please advise us swiftly how the City would like to proceed.

Very truly yours,

DURHAM JONES & PINEGAR, P.C.

A handwritten signature in blue ink, reading "Bradley R. Cahoon". The signature is fluid and cursive, with the first name "Bradley" and last name "Cahoon" clearly legible.

Bradley R. Cahoon

BRC:cm

Ordinance No. 2018-09

AN ORDINANCE APPROVING THE RIDGE AVENUE PLAT AMENDMENT,
LOCATED AT 123 RIDGE AVENUE, PARK CITY, UTAH.

WHEREAS, the owners of the property known as the Alice Claim Subdivision AND 123 Ridge Avenue, have petitioned the City Council for approval of the Ridge Avenue Plat Amendment; and

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

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

WHEREAS, the Planning Commission held a public hearing on May 25, 2016, July 13, 2016, and July 27, 2016 to receive input on the proposed subdivision;

WHEREAS, on May 25, 2017, February 15, 2018, and March 8, 2018 the City Council held a public hearing on the proposed Alice Claim Subdivision; and

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

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Ridge Avenue Plat Amendment, as shown in Attachment 1, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. The site is located 123 Ridge Avenue.
2. The site is Lot 1 of the Ridge Avenue Subdivision.
3. The site is within the HRL District.
4. The applicant requests that the City review the Ridge Avenue Plat Amendment.
5. The applicant proposes a change to adjust Lot 1.
6. The proposed amendment swaps a 2,057 square foot triangular portion of Lot 1 with corresponding 2,057 square foot triangular portion of Lot 9 and Lot 8 of the proposed Alice Claim Subdivision and Plat Amendment.
7. There is no increase or reduction in the size of either subdivision.
8. The resulting reconfiguration allows the "squaring up" of these lots through this Plat Amendment and the adjacent Lot 9 and Lot 8 of the proposed Alice Claim Subdivision and Plat Amendment.

Conclusions of Law

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

Conditions of Approval

1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council. If the plat is not recorded within this time period, it shall be null and void and any resubmittal shall be a new application which is subject to all review requirements, zoning restrictions and subdivision regulations at the time of the submittal.
3. The conditions of approval of the Ridge Avenue Subdivision shall continue to apply.

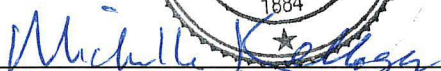
SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 8th day of March, 2018

PARK CITY MUNICIPAL CORPORATION

ATTEST:




Michelle Kellogg, City Recorder


Andy Beerman, MAYOR

APPROVED AS TO FORM:


Mark Harrington, City Attorney

Council Agenda Item Report

Meeting Date: January 29, 2019

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

2019 Legislative Update

Suggested Action:

Attachments: