



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
November 29, 2018**

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 Thursday, November 29, 2018.

CLOSED SESSION - 2:00 p.m.

To Discuss Property, Personnel, and Litigation

WORK SESSION

3:15 p.m. - Transportation Annual Report Card and Park City Forward Master Plan Update

[2018 TTMP Annual Report Card Staff Report](#)

[Exhibit A: TTMP Annual Report Card](#)

[Exhibit B: Transportation Report on Progress](#)

[Exhibit C: Planning Process Park City Forward](#)

3:30 p.m. - Discuss Shared Active Transportation Mobility Devices

[Shared Mobility Devices Staff Report](#)

3:45 p.m. - Mid-Year Retreat Resource Discussion

[Mid-Year Retreat Resource Staff Report](#)

4:45 p.m. - Break

STUDY SESSION

5:00 p.m. - Social Equity Discussion with the Park City Community Foundation

[Social Equity Report](#)

REGULAR MEETING - 6:00 p.m.

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communications Reports

1. Gravel, Water Wise Landscaping, and Xeriscape Code Amendments Update
[Gravel, Water Wise Landscape, and Xeriscape Staff Report](#)
2. 2018 Leak Detection Results
[Leak Detection Results](#)
3. Winter Event Preview & Communications
[Winter Event Outreach and Communication Efforts 2019](#)

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

IV. CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from November 8, 2018
[November 8, 2018 Minutes](#)

V. CONSENT AGENDA

1. Request to Approve Type 2 Convention Sales License Applications for Operation During the 2019 Sundance Film Festival
[Convention Sales License Staff Report](#)
[Exhibit A: November 29 CSL List](#)
[Exhibit B: November 29 CSL Map](#)
2. Request to Approve a New Letter of Consent for the Inter-local Agreement with the Snyderville Basin Recreation District
[Ice Arena Inter Local Agreement Letter of Consent 2018 Staff Report](#)
[Exhibit A: 2018 Proposed Letter of Consent](#)
[Exhibit B: August 2004 Inter Local Agreement](#)
[Exhibit C: Staff Report-Ice Interlocal Agreement Update 2015](#)
[Exhibit D: 2015 Letter of Consent](#)
[Exhibit E: Replacement Reserve Fund Schedule - A](#)
[Exhibit E: Replacement Reserve Fund Schedule - B](#)
3. Request to Authorize the Following Annual Insurance Premiums to Fund the City's Insurance Placements for the 2019 Calendar Year: Property Insurance: \$158,157 to Liberty Mutual; and Auto Physical Damage: \$61,149; Public Entity Liability Insurance: \$164,135 to States Self-Insurers Risk Retention Group, Inc.; Workers' Compensation Insurance: \$136,122 for the Workers Compensation Fund; Cyber Liability Insurances: \$32,746 to Beazley Insurance Co.; Crime Insurance: \$3,950 to Travelers Insurance Co.; and Drone Insurance: \$630.00 to Global Aerospace
[2019 Annual Insurance Placement Staff Report](#)

VI. OLD BUSINESS

1. Lucky Ones Lease Update
[Lucky Ones Coffee Shop Staff Report](#)

VII. NEW BUSINESS

1. Consideration to Approve Resolution 32-2018, a Resolution by the Park City Council to Achieve Net-Zero Carbon by 2022 for the Municipal Government and by 2030 for the Broader Community and for Park City to Invite Other Local Governments to Join Us with the Goal
(A) Public Hearing (B) Action
[Net Zero Staff Report](#)
[2030 Energy Goal Resolution](#)
2. Consideration to Approve Ordinance 2018-59, an Ordinance Amending the Municipal Code of Park City, Utah, Chapters 14-1-2 Creation of Forestry Manager, Board and Appointments; 14-1-3 Duties and Responsibilities of the Forestry Manager; 14-1-4 Duties and Responsibilities of the Forestry Board; 14-1-5 Regulations for Planting Trees and Landscaping in the City's Right-of-Way; 14-1-11 Permit to Remove Trees or Vegetation from City Property; 14-1-14 Appeals for Park City Municipal Corporation of Summit County, Utah
(A) Public Hearing (B) Action
[Park City Municipal Forestry Plan Partial Adoption and Municipal Code Amendments Staff Report and Ordinance](#)
3. Consideration to Continue an Ordinance Approving the Park City Back Nine Subdivision located at 1884 Three Kings Drive
(A) Public Hearing (B) Continue to January 29, 2019
[Park City Back Nine Subdivision Staff Report](#)
4. Consideration to Approve Ordinance 2018-60, an Ordinance Approving the 341 Woodside Re-Plat Located at 341 Woodside Avenue, Park City, Utah
(A) Public Hearing (B) Action
[341 Woodside Avenue Staff Report and Ordinance](#)
[341 Woodside Avenue Plat Exhibits](#)
5. Consideration to Approve Ordinance No. 2018-61, an Ordinance Approving the Larkspur Townhomes 6 Condominium Plat, Located at 7704 Village Way, Park City, Utah
(A) Public Hearing (B) Action
[Larkspur Townhomes 6 Condominium Staff Report and Ordinance](#)
[Larkspur Townhomes 6 Condo Plat Exhibits](#)
6. Consideration to Approve Ordinance No. 2018-62, an Ordinance Approving Intermountain Healthcare Park City Medical Campus / USSA Headquarters and Training Facility Subdivision- Fourth Amendment, Amending Lot 4, located at 675 Round Valley Drive, Park City, Utah
(A) Public Hearing (B) Action
[675 Round Valley Drive Staff Report and Ordinance](#)

675 Round Valley Drive Plat Exhibits

7. Consideration to Approve the Real Estate Purchase Contract Providing for the Acquisition of Four Parcels Located at 1302 Norfolk Avenue, in the Amount of \$1,750,000 in Form Approved by the City Attorney
(A) Public Input (B) Action
[1302 Norfolk Purchase Staff Report](#)
[Attachment 1: 1302 Norfolk REPC](#)
8. Consideration to Approve and Accept the 300 McHenry Avenue Conservation Easement in a Form Approved by the City Attorney
(A) Public Input (B) Action
[300 McHenry Easement Proposal Staff Report](#)
[Draft McHenry Conservation Easement](#)
[McHenry Trail Access Plan](#)
9. Consideration to Approve Resolution No. 31-2018, a Resolution Re-Adopting the Fee Schedule; and Replacing and Repealing Resolution 13-2018 in its Entirety
(A) Public Hearing (B) Action
[Library Fine Free Staff Report](#)
[Fee Schedule Resolution](#)

VIII. 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: November 29, 2018

Submitted by: Julia Collins

Submitting Department: Transportation Planning

Item Type: Work Session

Agenda Section: WORK SESSION

Subject:

3:15 p.m. - Transportation Annual Report Card and Park City Forward Master Plan Update

Suggested Action:

Council should review the Traffic and Transportation Master Plan (TTMP) Report Card and the 2018 Report on Progress and the Long Range Transportation Plan (LRTP) project update accompanying this report.

Attachments:

[2018 TTMP Annual Report Card Staff Report](#)

[Exhibit A: TTMP Annual Report Card](#)

[Exhibit B: Transportation Report on Progress](#)

[Exhibit C: Planning Process Park City Forward](#)

City Council Staff Report



Subject: Transportation Annual Report Card and Park City Forward Master Plan Update
Author: Alfred Knotts, Transportation Planning Manager
Julia Collins, Senior Transportation Planner
Alexis Verson, Associate Transportation Planner
Department: Transportation Planning
Date: November 29, 2018
Type of Item: Work Session Discussion

Summary Recommendations:

Council should review the Traffic and Transportation Master Plan (TTMP) Report Card, the 2018 Report on Progress and the Long Range Transportation Plan (LRTP) project update accompanying this report.

Executive Summary:

This report presents the updated Report Card for 2017-2018 and summarizes key information contained within. In addition to the annual Report Card, information is provided on the recently compiled document called the 2018 Park City Report on Progress.

The Report Card was first established as an annual deliverable in the 2011 TTMP. It is intended as a tool to identify progress toward goals for multi-modal transportation in Park City with a 2040 planning horizon. Due to the complex nature and sometimes conflicting objectives of the Report Card, it has been reformatted to the Report on Progress and presents a snapshot of annual progress on the Critical Priority. The Report on Progress will continue to be updated annually as the LRTP develops an updated transportation metric reporting program to be more goal-oriented and measurable.

As one preliminary element of the larger LRTP effort the project has pulled together an existing conditions report of current transportation infrastructure, mobility trends, and a summary of key challenges in Park City proper and on applicable State corridors. Many of these elements have been incorporated into the 2018 Report on Progress.

Background:

Park City residents have expressed a desire to have viable transportation options, reduce congestion, and emphasize sustainable mode choices. Given the regional nature of transportation, the City and County have developed a comprehensive strategy of transit service improvements, transportation demand management and active transportation programs, and capital projects focused on giving priority to transit to address this Critical Priority.

The Report Card, Exhibit A, summarizes progress on the TDM efforts and variety of projects identified in the plan. While the Report Card can begin to shed light on how to adjust priorities in order to meet these goals, it should be noted that the metrics found in the Report Card should be interpreted carefully. In this report, staff provides contextual interpretation of the most critical information contained in the Report Card. As part of the LRTP project, Staff is working with the selected consultant to establish a new annual reporting methodology that is appropriately integrated with the transportation goals, available data, updated methodologies as identified in the updated LRTP effort (branded as Park City Forward: A Transportation Blueprint). In the interim, staff has worked to develop a document – titled here “The 2018 Report on Progress” – that more closely matches Park City’s transportation vision and improvement. The 2018 Report on Progress is attached as Exhibit B.

In August 2018 The City launched an effort to update the 2011 Traffic and Transportation Master Plan to create a comprehensive and holistic LRTP, branded Park City Forward: A Transportation Blueprint. The Park City Forward related information can be found in Exhibit C and provides the following information:

- A current conditions report that includes, trends in mode split, housing and transportation costs, transit ridership and service, collision and safety data
- Public engagement efforts to date
- Timeline for plan development
- Draft vision and goals

The packet provided will be used to highlight opportunities and craft recommendations for the future of transportation in the Park City Forward plan.

TTMP Report Card Overview:

The annual review of the Report Card allows Council, City staff, and the public to identify areas where the City is making positive progress toward the 2040 targets identified in the TTMP as well as areas where the City may need to reprioritize resources in order to meet those targets. The Report Card was reformatted in 2016 to provide better metrics and reporting. The completed 2017-2018 Report Card is attached to this report (Exhibit A). A complete description of how measurements in the Report Card are collected can be found [on page APP – 19 of the TTMP](#).

Analysis:

There are a number of areas where measures in the Report Card are trending negatively. These negative trends can likely be attributed to inefficiencies – namely, low average vehicle occupancy levels – characterizing the use of transportation infrastructure in our community. The consequences of low vehicle occupancy levels include:

- *Traffic*: increased roadway congestion and travel times
- *Environment*: increased levels of emissions of greenhouse gases

- *Air and Water Quality*: increased levels of emissions of harmful particulate and pollutants

A significant shift in behavior toward ridesharing, transit, and active travel is essential in reversing these trends. The City's Old Town parking demand management project and increased transit service (Electric Xpress and Kamas Commuter) implementations create incentives that should help drive this behavior change, and staff will monitor the impacts of these programs.

While these implementations represent positive steps, the Report Card suggests that drive alone journey times still significantly outperform those by transit and bicycle. Therefore, a great deal of additional effort will be necessary to realize such a significant shift in behavior.

Timeline

- In October 2011, City Council adopted the TTMP, [found here](#). A complete description of how the measures in the Report Card are collected can be found on page APP-19 of this document.
- In February 2017, City staff reported to Council on the TTMP Report Card for 2015-2016, [found here](#) starting on Page 9.
- In August 2017, staff reported to Council on recommendations for improvements to the Report Card, [found here](#) starting on Page 37.
- In February 2018, City staff reported on the TTMP Report Card, unveiled the Report on Progress and also discussed the process for updating the goals and metrics and can be [found here](#).
- In August 2018, city staff launched the Park City Forward LRTP. This effort will take approximately one year to complete. Additional project information can be found through the website materials, [found here](#).

Next Steps:

- As the transportation plan (LRTP) is advances, updated goals and metrics will be a priority. Staff will continue developing a number of metrics that paint a representative picture of the state of transportation trends, which are multi-dimensional in nature (many variables impact/describe transportation system use, performance, and role in meeting community objectives).
- Staff will continue to engage the public and stakeholders in the LRTP process.
- Upon completion of the LRTP, the plan will present a comprehensive suite of policies, projects, programs and tools that Park City can work towards to achieve transportation goals.

Attachments

Exhibit A	TTMP Report Card for 2017-2018
Exhibit B	2018 Report on Progress
Exhibit C	Park City Forward supporting materials

TTMP Report Card for 2017-2018

Metric (By Goal)	2040 Target	2015-2016	2016-2017	2017-2018	Goal Action
Complete Streets (Goal One)					
SR-224 Single Occupancy Vehicle Share ¹	50%	80%	86%	82%	
SR-248 Single Occupancy Vehicle Share ¹	50%	85%	87%	84%	
Percent households within 1/4 mile of transit stop (Density > 4 units/acre)	100%	94% of HHs with density > 4 units/acre	No significant change	No significant change	
Percent households within 1/4 mile of primary bike corridor (Density > 4 units/acre)	100%	84% of HHs with density > 4 units/acre	No significant change	No significant change	
Convenient Transit (Goal Two)					
Daily bus hours (local service)	450 hrs	195 hrs	205 hrs (5% YOY increase)	No significant change	
Transit Spine Frequency (Fresh Market to OTTC)	10 min	10 min	< 10 min	< 10 min	
Regional Spine (Fresh Market to Kimball Junction)	10 min	15 min	10 min	10 min	
PCMR to PCHS (Bus Travel Time minus Drive Time)	10 min	5 min	5 min	8 min	
Transit Center to PC MARC (Bus - Drive Time)	10 min	16 min	16 min	8 min	
DV to Snow Creek Liquor Store (Bus - Drive Time)	10 min	13 min	13 min	13 min	
Regional Transit (Goal Three)					
Daily Bus Hours (Regional Service)	350 hrs	115 hrs	190 hrs (65% YOY increase)	No significant change	
Communities Served	5	SLC, Basin	SLC, Basin, Kamas	SLC, Basin, Kamas	
Connected Out-of-the-car (Goal Four)					
Primary bike corridor completion (expected by 2020)	100%	Added path upgrades on east side of 224	No change	No change	
Secondary bike corridor completion (expected by 2020)	75%	No change	No change	No change	
Increase Mobility & Reduce Car Travel (Goal Five)					
Drive time PCMR to PCHS (6 minute baseline (BL)) ²	< 10% increase	8 min	7 min	6 min	
Drive time Transit Center to PC MARC (7 min BL) ²	< 10% increase	6 min	7 min	6 min	
Drive time DV to Snow Creek Liquor Store (7 min BL) ²	< 10% increase	7 min	8 min	8 min	
Ratios of Car to Bike and Bus Travel (Goal Five)					
Drive time/bike time (PCMR to PCHS)	More than 1	0.7	0.9	1	
Drive time/bike time (Transit Center to PC MARC)	More than 1	0.7	0.9	0.75	
Drive time/bike time (DV to Snow Creek Liquor Store)	More than 1	0.5	0.7	0.6	
Drive time/transit time (PCMR to PCHS)	More than 1	0.8	0.6	0.4	
Drive time/transit time (Transit Center to PC MARC)	More than 1	0.3	0.3	0.4	
Drive time/transit time (DV to Snow Creek Liquor)	More than 1	0.2	0.4	0.4	
No New Mileage (Goal Six)					
Total lane miles	Less than 250	202	202	202	
Promote Safety & Active Living (Goal Seven)					
Crash Rate	Decreasing from 7.9	5.2	3.1	3.1	
Transportation Fatalities	0	1	0	1	
Poison Creek Trail Usage per day ³	10% increase	721	310	484	
Rail Trail Usage per day ³	10% increase	788	324	325	
Transportation Adds to Community (Goal Eight)					
Change in Gateway AADT/Housing Units	Less than 1	1.05	0.98	1.11	
Change in Gateway AADT/Jobs	Less than 1	1.04	1.01	1.20	
Estimated Petroleum Consumption Equivalent (kBTU)	Decreasing from 570 M	725 M	731 M	761 M	
Estimated Annual Greenhouse Gas Emissions (short tons)	Decreasing from 50.2 K	64.0 K	64.5 K	67.1 K	
Convenient Multi-Modal Access (Goal Nine)					
Major new land developments with infrastructure to meet goals	N/A	Affordable housing developments - PC Heights, 1450/1460 Park Avenue, 1440 Empire, Mark Fischer project, purchase of	Additional park and ride spaces at Kimball Junction Transit Center; exploration of park and ride projects at Ecker and US-40/SR	Completion of Ecker Hill park and ride, acquisition of Treasure Hill and Bonanza Flat to mitigate traffic impacts	
System & Demand Management (Goal Ten)					
New ITS implementation	N/A	4 new Variable Message Signs, phase Blyncsy installation, SCATs signal upgrades	Implementing transit signal priority project; VMS agreement	Near completion of new Park City satellite Traffic Operations Center, upgraded APCs and software on all transit vehicles, transit arrive time message boards.	
New TDM implementation	N/A	Established the TMA w/ monthly participation, adopted TDM plan in October 2016	Implemented Old Town parking demand management project on 12/15; Electric Xpress and Kamas Commuter Routes; Summit Bike Share; increased TDM measures during special events: transit lane	Homestake park and ride, newly implemented Employee Shuttle. Increased bus service hours. Transit lane operation agreement for SR 248	
KEY					
On target					
Requires additional monitoring					
Not on target. Improved approach required					

Notes

A complete description of how the measures in the Report Card are collected can be found on page APP-19 of the 2011 Traffic and Transportation Master Plan (TTMP).

¹TTMP specifies that Single Occupancy Vehicle counts for each SR-224 and SR-248 should be collected over a single weekday from 9 - 10 AM.

²TTMP specifies that the above drive time measures should be calculated by taking the average of three runs during the peak hour. For this report card, staff has elected to instead monitor travel times as estimated by Google Maps over two weeks in December 2017, totaling to dozens of data points for each origin/destination pair described above.

³Values correspond to a weekday average from counts collected over the course of a full week in September 2018. 2015-2016 counts were taken in August 2015.



TRANSPORTATION REPORT ON PROGRESS



2018



IN THIS REPORT:

INTRODUCTION PAGE **1**

PROJECT MAP PAGE **2**

PARK CITY SNAPSHOT PAGE **3**

PC BY THE NUMBERS PAGE **5**

GOAL SPOTLIGHTS PAGE **6**

LOOKING FORWARD PAGE **10**



INTRODUCTION

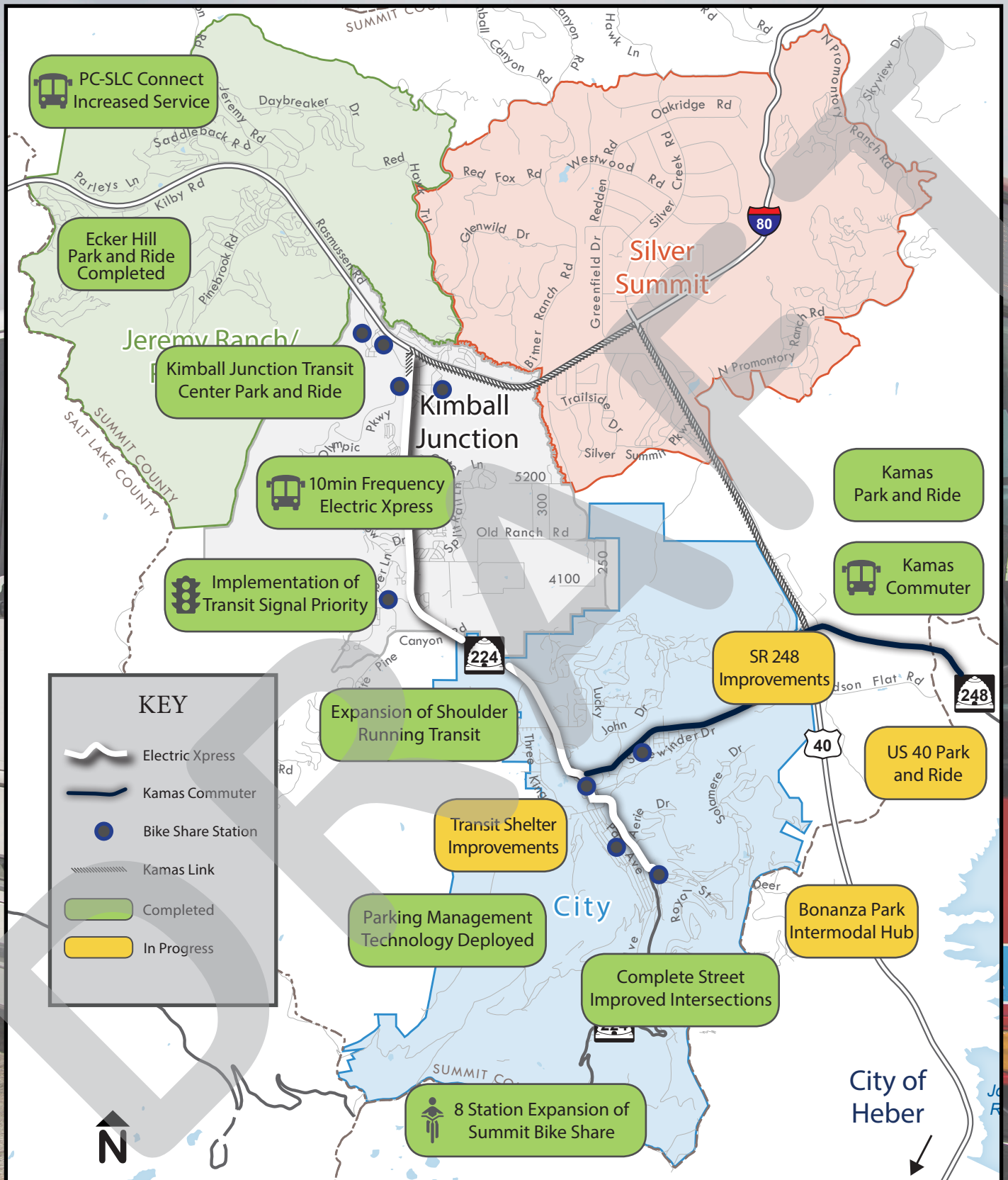
Park City values a regional comprehensive approach of projects, programs, and services that greatly improve mobility and safety, protect the environment, and enhance the economic vitality of the region.

Park City Council has identified transportation improvements as a “Critical Priority” for the community. Properly addressing travel impacts and opportunities for the city and region is crucial. Transportation Planning staff have several tools in place for managing and improving mobility options and connections in and around Park City. **The Traffic and Transportation Master Plan** (2011), the **Transportation Demand Management Report** (2016) and the recently launched **Park City Forward Long Range Transportation Plan** development are all guiding documents for these efforts.

This Progress Report, in addition to the Traffic and Transportation Master Plan Report Card are methods for capturing and reporting on the progress of transportation improvements and initiatives. Park City Forward will create an even better framework with measurable metrics for success, and the future of reporting on transportation projects and programs will greatly improve.

In this report, you will find a transportation projects map, a snapshot of travel behaviors and trends in transportation and housing, project-specific information as it relates to some of Park City's goals, and information on the next steps looking ahead to 2019.

2018 PROJECT MAP





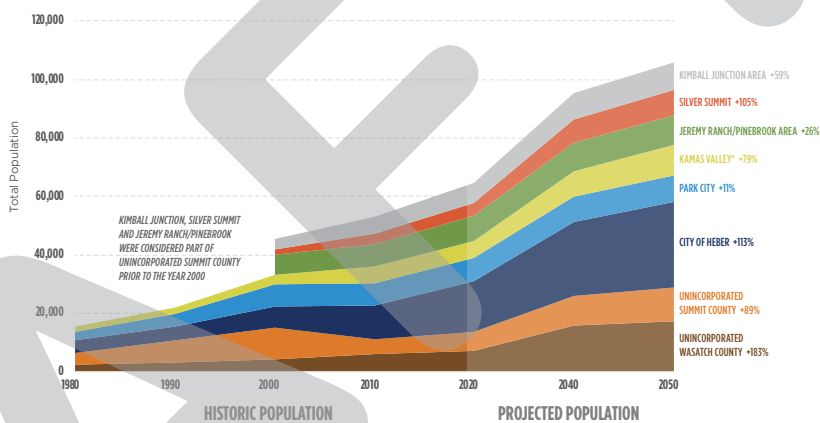
PARK CITY SNAPSHOT

POPULATION & HOUSING TRENDS

Park City is growing at a slower rate than that of the State of Utah (which is growing at a rate more than double that of the country). Regional centers surrounding Park City, however, are growing at significantly higher rates. The United States Census Bureau estimates Park City's population at 8,378 representing an approximate increase of 9%.

Park City's higher than average income and myriad of transportation options means households within the city spend less than average on travel costs. However, residents in the region spend a greater share of their total income on housing and transportation.

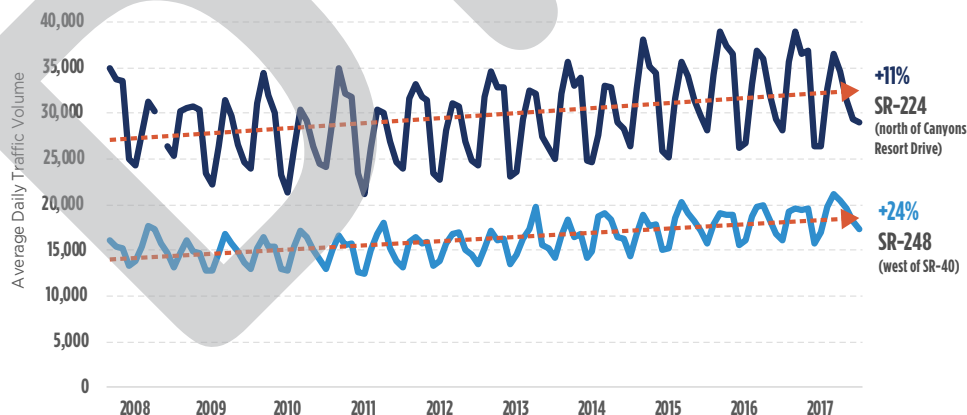
Park City has prioritized affordable housing options within the city, to help reduce the burden on residents and provide access to lower cost travel options.



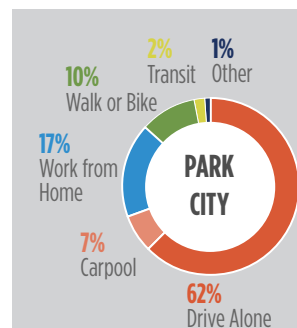
This graph shows the region's population increasing more quickly than in Park City. The largest growth is projected in Wasatch County, followed closely by Heber.

TRAFFIC VOLUMES

Average daily traffic volumes (ADT) have been increasing on major corridors in the Park City area since 2010 - the beginning of economic recovery. At the national level, this has generally been shown to be associated with year-over-year growth in estimated vehicle miles traveled (VMT). VMT can be difficult to estimate, but ADT numbers can be assumed to correlate with VMT - meaning year-over-year increases in ADT indicate increased total VMT. Park City traffic volumes have been increasing at a rate that is significantly higher than population growth. This is due to the robust recreational opportunities, booming employment opportunities, and unique events that Park City has to offer. Winter peak months indicate an increase of over 30% in vehicle miles traveled.



This graph shows average monthly traffic volumes on SR 224 and SR 248. This information is from the Park City Forward Briefing Booklet compiled by Nelson|Nygaard.



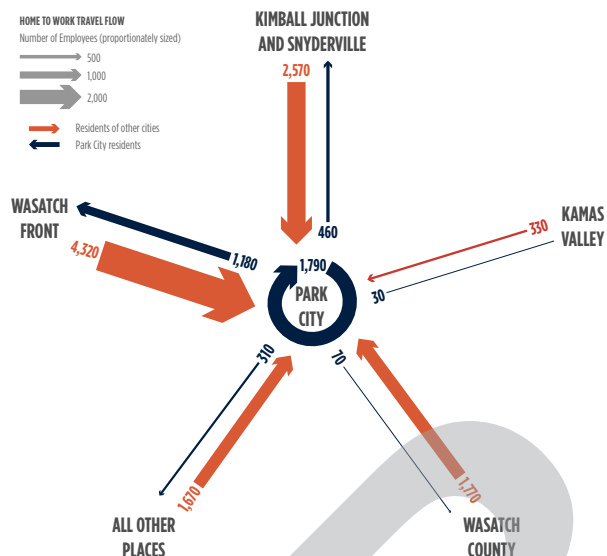
This chart shows commute mode share within Park City. Walking and biking to work is notably more common within the city than in region.



PARK CITY SNAPSHOT

TRANSPORTATION & EMPLOYMENT

Due to limited infill and residential growth opportunities in Park City, much of the local economy relies on the transportation system that connects employees from the region to the city center. Nearby communities are also adding jobs, and most job growth for the region will happen in Kimball Junction and Heber.



This graphic shows travel flow to and from the region. This information is from the Park City Forward Briefing Booklet compiled by Nelson|Nygaard.

Currently, the service industry dominates in the number of jobs in Park City - with over 6,000 people working in the food and accommodation industry and over 5,000 working in retail. Most of these employees commute from the Wasatch Front region and have non-traditional start times and closing times than office jobs, making regional transportation peaks less predictable.

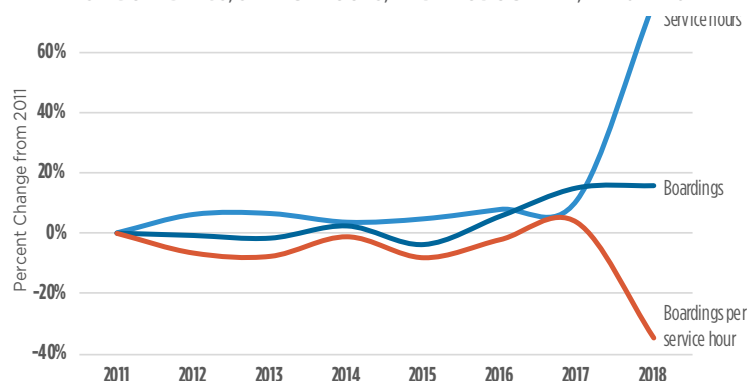
More and more people come to Park City from outlying areas like the Wasatch Front and Snyderville Basin. Three schools in the Park City School District fall within the Park City boundaries. More than 75% of students attending these schools live outside the city and travel in. School attendance in the Park City School District is expected to increase by 2028.

TRANSIT SERVICE

Park City Transit serves both local destinations and adjacent communities with free bus and shuttle services. Transit is a key link for residents, employees, and visitors - especially during peak months. During the winter, bus ridership for Park City Transit sees between 20 and 40 boardings for every 100 residents and visitors in the area.

The number of service hours offered by Park City Transit has dramatically increased this past year. While ridership is overall on an upward trend since 2011 (by 11%), bus boardings per service hours are low due to the significant increase in service - nearly 60% more service hours.

TRANSIT BOARDINGS, SERVICE HOURS, AND PRODUCTIVITY, FY 2011-18¹



This information is from the Park City Forward Briefing Booklet compiled by Nelson|Nygaard.

THE TOP FIVE BUSIEST BUS STOPS ON A SUMMER SATURDAY:

OLD TOWN TC 950 boardings
PCMR 610 boardings
KIMBALL JUNCTION 390 boardings
FRESH MARKET 310 boardings
DEER VALLEY SNOW PARK 270 boardings



This information is from the Park City Forward Briefing Booklet compiled by Nelson|Nygaard.



PC BY THE NUMBERS - 2018

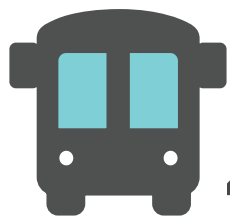
28 

MILES OF PATHWAYS RESURFACED



138%

INCREASE IN BIKE SHARE
RIDERSHIP SINCE LAST YEAR



2M

TRANSIT BOARDINGS THIS YEAR

50,529

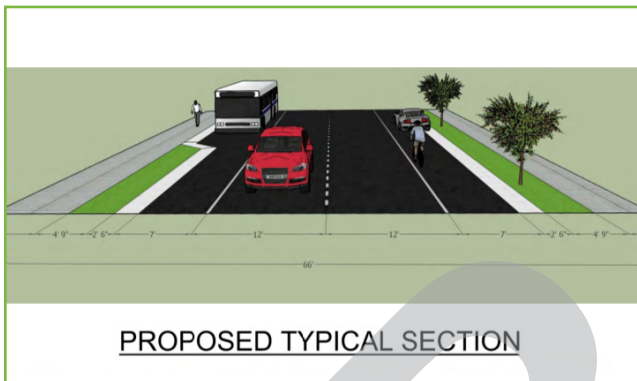
GALLONS OF DIESEL FUEL SAVED
WITH ELECTRIC BUS SERVICE

441,000 

KWH OF ELECTRICITY USED TO CHARGE
ELECTRIC TRANSIT VEHICLES

GOAL SPOTLIGHT

GOAL: A multi-modal transportation system with complete streets and balanced mobility choices



PROSPECTOR AVENUE COMPLETE STREET IMPROVEMENTS

Park City was awarded a small urban roadway grant from UDOT for improvements to Prospector Avenue between Bonanza Drive and Sidewinder Drive. The project will enhance and promote multi-modal transportation uses by creating a safe environment for all modes, reducing vehicular speeds by introducing a “complete street” cross section, defining more efficient use of existing space by better marking travel lanes and bus pullouts, and upgrading street lighting.



HILLSIDE AVENUE IMPROVEMENTS

Design improvements included both Hillside Avenue and a new pedestrian connection through Chambers Trail. The complete street improvements enhanced the function, safety, and aesthetics of the area. The project will provided additional improvements including a temporary speed bump, striping and signage to support walkability, safety, traffic calming and additional aesthetics on Hillside Avenue. The project gathered and incorporate the community's comments in the development of a final design, trail features, and alignment for the project. Neighborhood comments were in support of the project and City staff were able to incorporate their feedback into the final design.



GOAL SPOTLIGHT

GOAL: Access to a convenient transportation system, including regional transit connections



SHOULDER RUNNING BUS FOR SR 224

Park City Municipal and the Utah Department of Transportation (UDOT) have partnered to implement shoulder-running buses on State Route 224. This allows buses, at the discretion of the driver, to use the 12ft shoulders as travel lanes during peak times. This keeps the bus travel times down, and allows for more predictable on-time service for system users.



CONTINUED SIGNAL PRIORITY IMPLEMENTATION

Park City implemented signal priority control for twenty intersections along transit bus routes in the city. Forty buses were retrofitted with GPS-based signal equipment allowing buses along the specified routes to trigger signal phases reducing wait time, and give transit the priority movement. Green lights are held longer, or, red light cycles decrease.



GOAL: Use of system management and demand management to minimize impacts



ECO COUNTERS ON TRAIL FACILITIES

Eco Counters were installed on the Rail Trail, the Poison Creek trail, and the McLeod Trail in August 2018. These counters allow for the continuous collection of number of trail users on these facilities to compare year over year numbers.



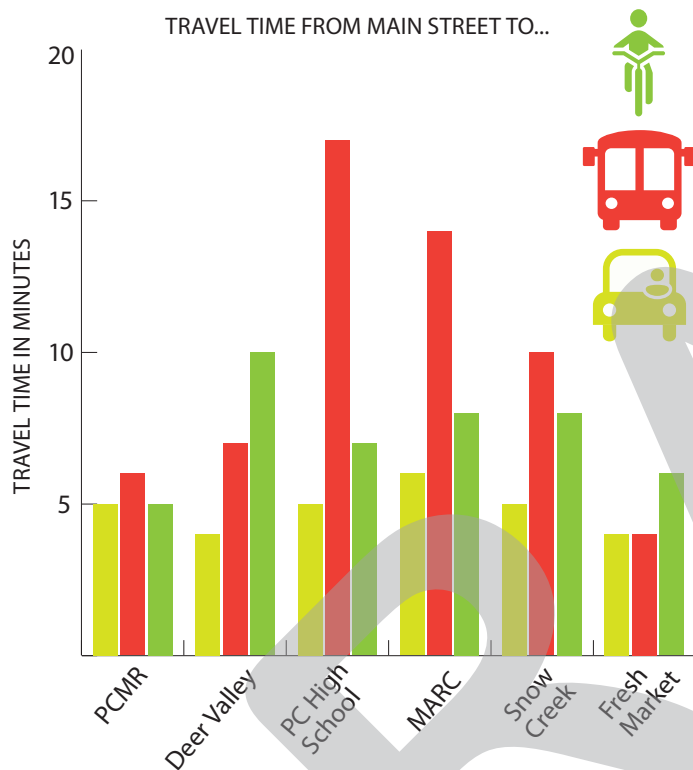
NEW PARK CITY TRAFFIC OPERATIONS CENTER

Park City Transportation, in partnership with Park City Police, UDOT, Park City EMS, and Park City Transit Operations are in the final steps of completing a satellite Traffic Operations Center (TOC) housed at the Park City Police facility. This new, state of the art TOC, will be activated during peak times including the Sundance Film Festival, and the World Ski and Snowboard Championships. In addition to traffic operations, this facility will function as an Emergency Operations Center (EOC) as needed. The TOC streamlines operations to one point of contact, adding many efficiencies to the system.



GOAL SPOTLIGHT

GOAL: Future mobility and accessibility will be as good or better than it is today



JOURNEY TIMES

Park City staff increased duration of service on the 10 minute Electric Xpress bus, and advanced signal priority and shoulder-running transit options. These projects, in conjunction with the electric bike share program, improve travel times and first/last mile connections. Even with these advances, however, transit journey times are still significantly longer for some trips than those by private automobile.

Some transit trips, including the Old Town Transit Center to PC MARC trip, have reduced travel times by 50%, going from a 16 minute journey to an 8 minute journey by bus.



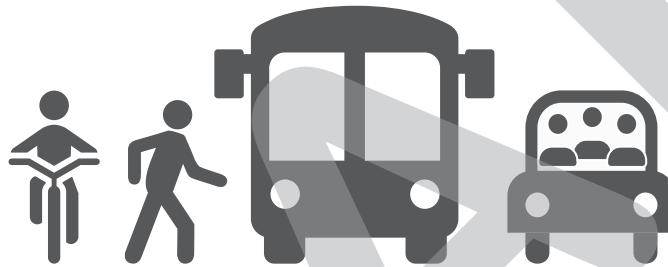
DEVELOPMENT OF COMPLETE STREETS MATRIX

In January of 2018, Park City Council officially adopted a Citywide Complete Streets Policy to help guide transportation improvements in the community. The policy is used to retrofit existing streets with amenities, and create space for vulnerable roadway users. A Complete Streets Matrix is being designed to guide the implementation of comprehensive complete streets elements to be incorporated in new projects.



LOOKING FORWARD

“Business as usual will no longer work. Park City’s diverse community and travel needs create unique challenges for our local transportation system. New, bold, and innovative solutions are needed.” - *Park City Forward Briefing Book*



PARK CITY FORWARD

Park City Forward, launched in the summer of 2018, is an effort to update and improve upon the existing Traffic and Transportation Master Plan (TTMP). While the existing TTMP, created in 2011, is valuable and guides the work of the Transportation Planning Department, it is nearing the end of its useful and relevant lifetime. Park City Forward is a Long Range Transportation Plan, the outcomes of which will provide an updated report on existing conditions, aggressive and comprehensive goals with assigned performance measures, and a list of project recommendations and prioritization. The process will include intensive data gathering, community outreach, and phased plans for the future of the transportation system.



LOOKING FORWARD

UPCOMING PROJECT UPDATES

Park City has made significant advancements for multimodal options in 2017 and, looking forward, Staff have identified the following next steps for further advancing the City's multimodal transportation goals:

- Continue to develop a comprehensive performance monitoring approach and methodology.
- Prioritize additional ITS (Intelligent Transportation Systems) projects like calibrating Automated Passenger Count software, and vehicle location software.
- Advance critical infrastructure projects, notably those for Park City's gateway corridors, including the SR 248 Corridor Improvement Project
- Take inventory of, and systematically upgrade transit stop shelters and amenities
- Continue work on complete street metrics and capital improvements

UPCOMING PROGRAM UPDATES

Staff will continue Transportation Demand Management initiatives to incentivize transit ridership, and influence mode shift. Providing comprehensive transportation and transit information is also a top priority; efforts to better streamline coordination between departments and the public will be key.

DRAFT

Prepared by
Transportation Planning Staff



PARK CITY **FORWARD**

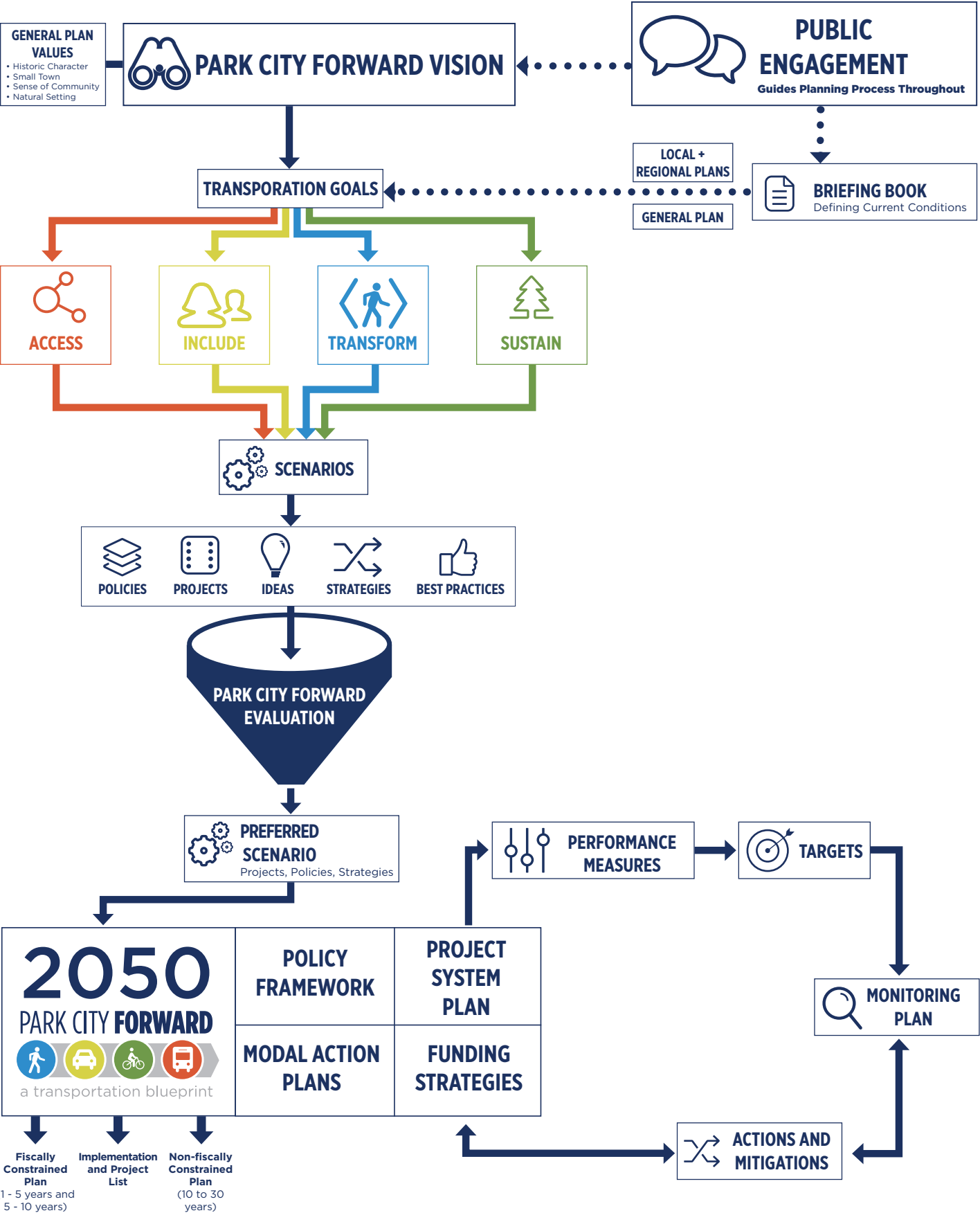


a transportation blueprint

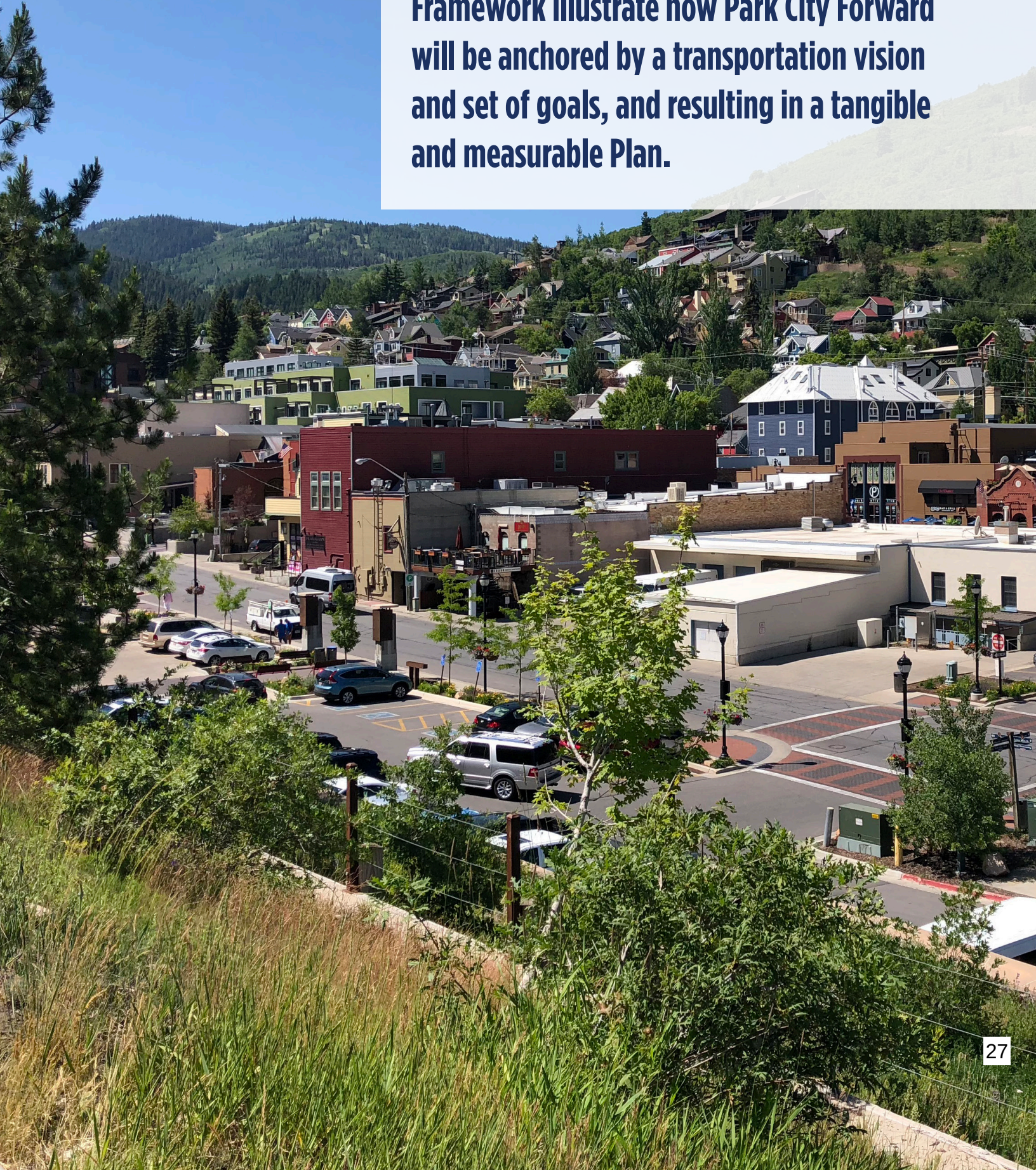
PROJECT ROADMAP AND EVALUATION FRAMEWORK - DRAFT

NOVEMBER 2018

PROJECT ROADMAP



The Project Roadmap and Evaluation Framework illustrate how Park City Forward will be anchored by a transportation vision and set of goals, and resulting in a tangible and measurable Plan.

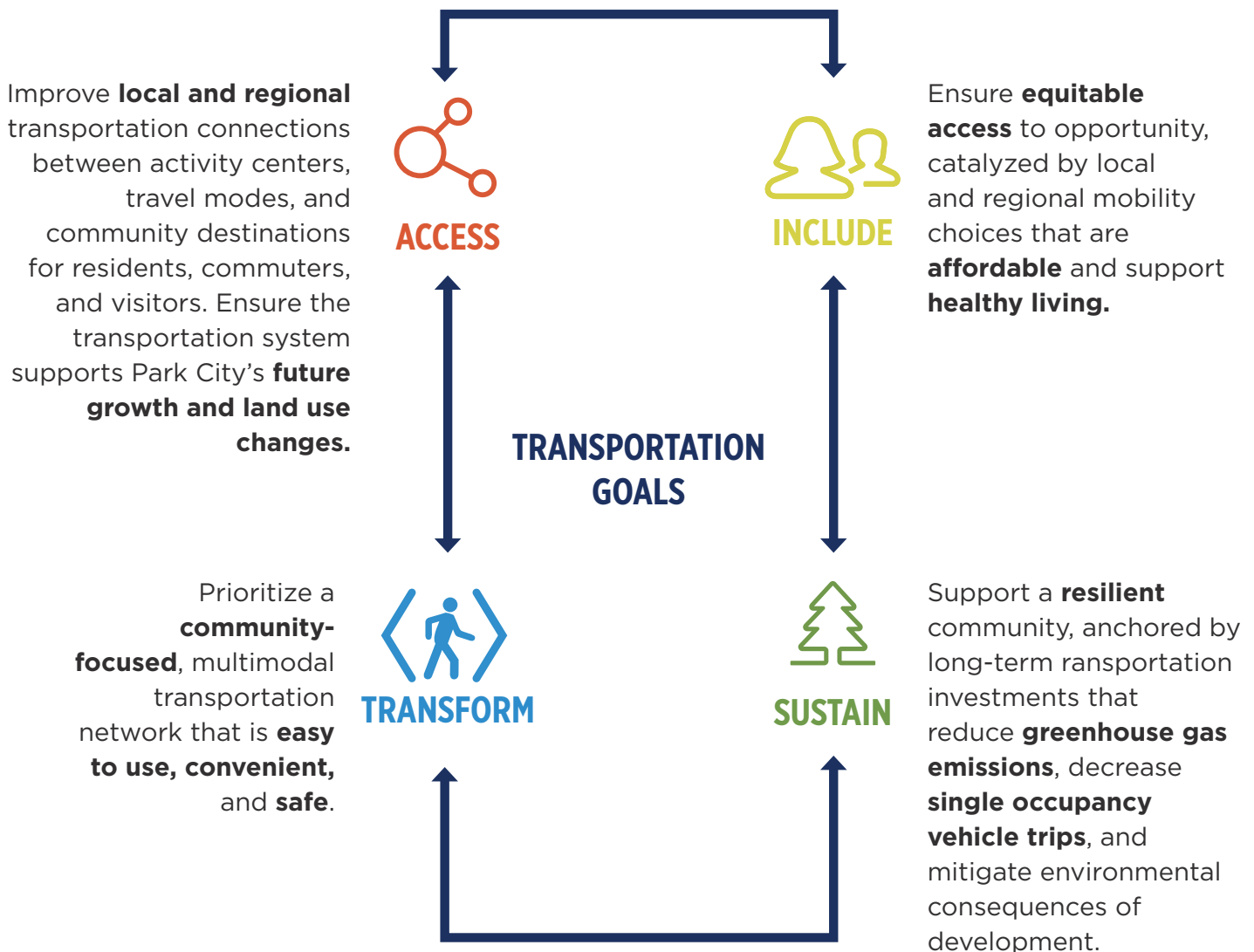


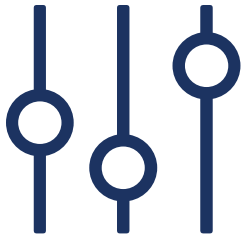
VISION AND GOALS



PARK CITY FORWARD VISION

Park City's transportation system provides safe, year-round transportation options to support a thriving, inclusive, and healthy mountain community. We prioritize multimodal and low-carbon travel choices that foster a high quality of life, a strong local and regional economy, and a world-class mobility experience for all.



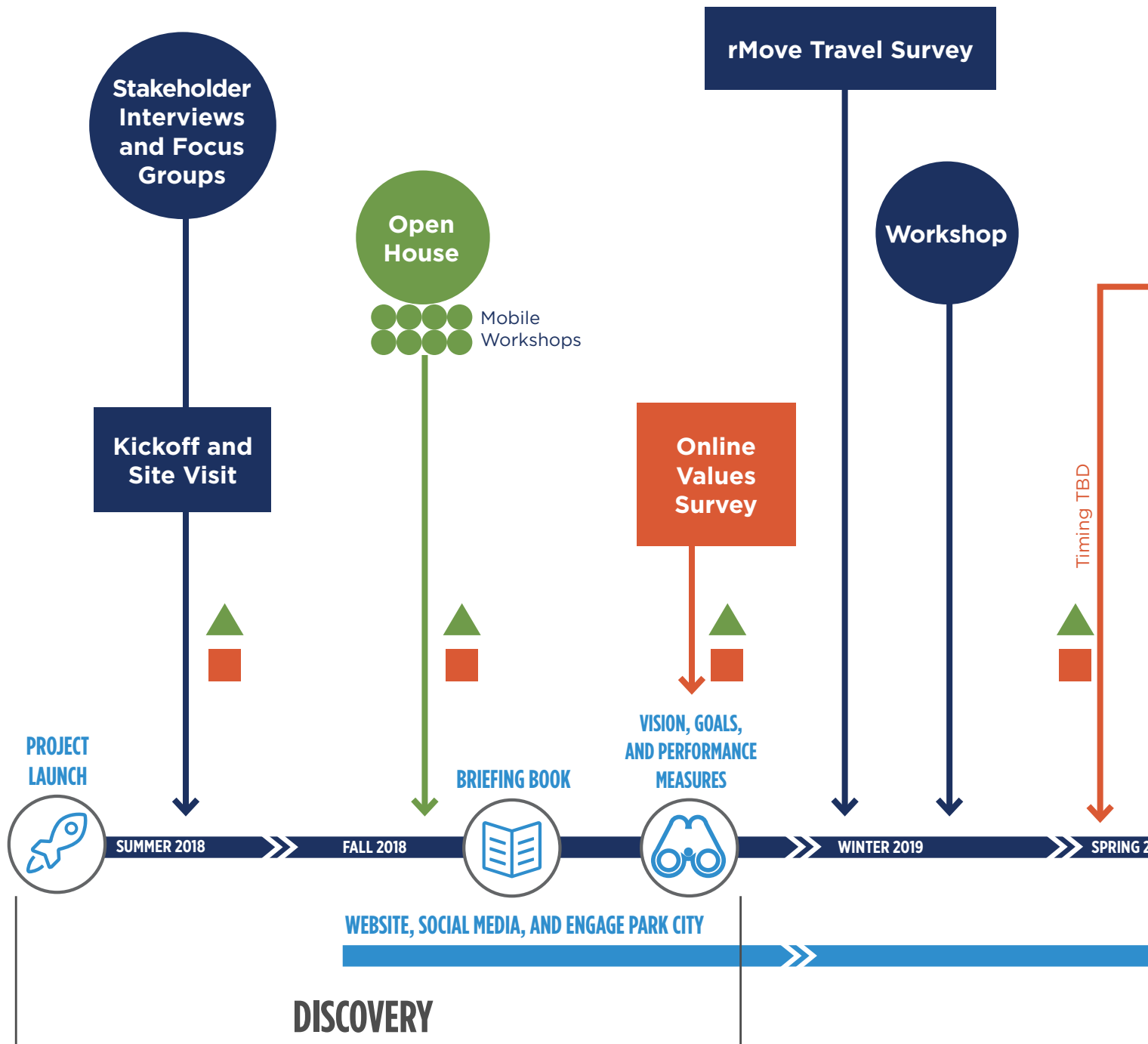


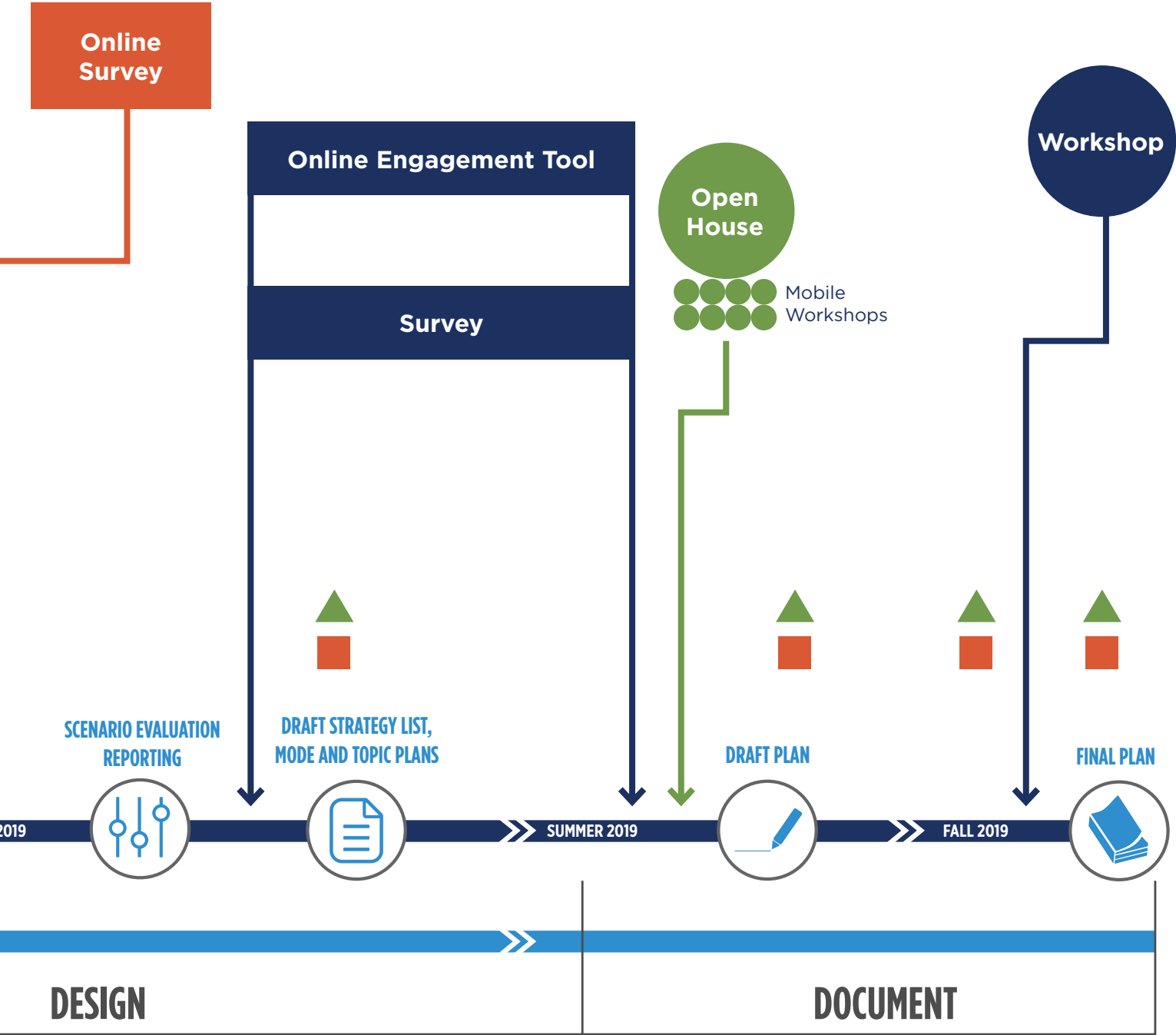
PERFORMANCE MEASURES

PERFORMANCE MEASURE	 ACCESS	 TRANSFORM	 INCLUDE	 SUSTAIN	DESIRED TREND*
Performance Measure 1	●	●	●	●	↘
Performance Measure 2	○	●	○	●	↘
Performance Measure 3	●	○	●	○	↘
Performance Measure 4	●	●	●	○	↘
Performance Measure 5	○	●	●	●	↗
Performance Measure 6	○	●	●	●	↗
Performance Measure 7	●	○	●	○	↗
Performance Measure 8	○	○	●	●	↘

*Note: Specific targets are to be determined at a future date in conjunction with the evaluation process.

PUBLIC ENGAGEMENT PROCESS







Council Agenda Item Report

Meeting Date: November 29, 2018

Submitted by: Julia Collins

Submitting Department: Transportation Planning

Item Type: Work Session

Agenda Section: WORK SESSION

Subject:

3:30 p.m. - Discuss Shared Active Transportation Mobility Devices

Suggested Action:

City Council should review this report and provide direction to City Staff if regulation and management of shared active transportation mobility devices should be explored.

Attachments:

[Shared Mobility Devices Staff Report](#)

City Council Staff Report



Subject: Discussion on Shared Active Transportation Mobility Devices
Author: Alfred Knotts, Transportation Planning Manager; Julia Collins, Senior Transportation Planner; Alexis Verson, Associate Transportation Planner; Beth Bynan, Business License Specialist, Logan Jones, Trails Coordinator
Departments: Transportation Planning, Business Licensing, Trails
Date: November 29, 2019
Type of Item: Work Session Discussion

Summary Recommendations:

City Council should review this report and provide direction to City Staff if regulation and management of shared active transportation mobility devices should be explored.

Executive Summary:

Starting in 2017, emerging technologies consisting of shared active transportation devices such as undocked electric bike share and electric scooters entered the North American market. These companies began conducting business and operating on public streets and right of way. In response, cities have developed new policies, permitting and licensing structures to manage them and to ensure that public welfare and corresponding transportation needs stay at the forefront of new mobility advances. Currently, Park City Municipal ordinance [4-2-3](#) prohibits business in the public right of way and permits it only on private property (unless specifically licensed to do so under other ordinances such as special events or temporary licenses).

As part of the City's broader transportation strategy, expanding transportation options and access to multimodal choices is a primary transportation goal. Other cities around the country are formally permitting and licensing shared active transportation devices due to the benefits of shared active transportation devices. If appropriately managed, shared active transportation devices can offer affordable mobility options for residents and visitors to connect quickly and easily to their destinations using a travel mode that improves air quality and the environment.

The Opportunity:

Shared Active Transportation devices are any shared-use-specific vehicle rented for short-time increments to the public to help facilitate short trips in the public right of way. These devices, which currently include bicycles, scooters, e-bikes, e-scooters, are designed specifically for shared use and deployed by shared active transportation third party companies. As of January 2017, Shared Active Transportation options and the number of companies have become widely available; they are stationless or dockless. They generally have these things in common:

- They are not selected by the municipality via a competitive bidding process
- To date they exclusively use the "dockless" technology model devices
- They are generally stored in the public right-of-way

Cities across the nation have taken widely different approaches to regulating these new for-profit dockless systems. Some cities have banned dockless systems, some heavily

regulate their operations in the public way, and some allow many different companies to operate in their rights-of-way with minimal to no regulation.

As Park City continues to invest in multimodal solutions and work on transportation goals, there is a need to nimbly accommodate additional mobility options. Facilitating additional shared active transportation options like bike and scooter sharing programs could be one approach to meet goals, provide a broader range of transportation options, potentially increase trips by bicycle/foot, and improve community mobility. Potential transportation benefits include but are not limited to:

- Offering a suite of transportation choices
- Creating affordable and safe transportation options for residents
- Enhancing equitable access to opportunities like: housing, education, jobs and social services
- Improving air quality and the environment which ultimately advances Park City's Sustainability goals

One consideration, while the City doesn't operate or maintain the current Summit bike share system, the bicycles and stations are owned jointly by Summit County and Park City. The City has invested a significant amount of time and money into the station-based system, and it has been one of the most successful systems in the Nation. It is a consideration if allowing third party dockless competitors would make an impact.

In 2017, many companies initially launched and dropped devices absent contracts, permits, or business licenses, often completely independent of municipal knowledge, policy making, or existing partnerships and community programs. Currently Park City ordinance *Business Confined To Private Property* [4-2-3](#), prohibits any business from operating or transactions taking place in any public street, sidewalk, alleyway, public parks or publicly owned parking areas unless said receiving prior approval from the City and executed a concession contract with the City. If any of the third party companies were to follow this model in Park City, they would be operating illegally and the City would take appropriate actions.

To welcome shared active transportation devices, cities have developed new permitting and licensing structures to manage them and ensure that public needs stay at the forefront of new mobility advances. Staff has access to extensive research on best practices, consultations with other peer cities who are implementing policies, involvement in a Shared Mobility Task Force, and access to the National Association of City Transportation Officials (NACTO) [guidelines for regulation](#) and management of share active transportation. There are four typical categories the regulation can fall into which includes commerce in the right of way, zoning regulations, regulations of where vehicles are permitted and existing contracts.

Currently [Utah State code \(41-6a-115\)](#) regulates motor assisted scooters. State law restricts a couple of operation and standards related motor assisted scooters. As it stands, Bird and Lime lobbyists have asked Senator Kirk Cullimore to sponsor a bill to handle three items in State Law related to scooter use: (1) modification of machines, (2) ability to operate on roads with four or more lanes, and (3) ability to operate on roads with speeds over 25 mph. They also expect to define a new shared mobility device category in State law for their product. The effort to amend current state language is

with the State Legislative Counsel and it is expected a Task Force will provide a first draft before the years end.

Background:

- On January 26, 2017, Caroline Rodriguez, Regional Transportation Planning Director for Summit County, reported to Summit County Council on the status of the e-bike share program planning process and recommended that County Council authorize the County Manager to enter a contract for service with Bewegen in partnership with Park City. This County staff report can be found in its entirety here: [Electric Bike Program and Contract Execution](#)
- July 2018, Salt Lake City develops a temporary twelve month operating agreement to allow for a pilot period for dockless e-scooters, bikes and e-bikes to operate in the city. Salt Lake City prohibits e-scooters and bikes from riding in the sidewalk.
- On September 13, 2018 Summit County adopted a six month temporary zoning ordinance to provide adequate time for County staff to develop and recommend a management approach to County Council. Staff report [found here](#).

Next Steps:

If direction is provided by the City Council to explore the regulation and management of shared active transportation devices, staff will evaluate and return to council with recommended draft regulation in the following areas:

Fee Study: to determine the appropriate licensing fee for an operation that requires increased spending on enforcement and infrastructure which may include corrals, pathways, striping, signage, storage, equipment, additional staffing, etc. Park City Finance will be conducting a fee study for all licenses within the next 180-270 days.

Operations: to determine the appropriate regulation for safe operation of the equipment that also does not negatively impact the public streets, pathways and right of way. Areas of this evaluation will include the location of equipment, parking locations, damaged equipment, hours of operations, business insurance/indemnification provisions, ability to remit sales tax for service transactions, an available and responsive operations team, etc.

Enforcement: an evaluation of existing ordinances, impound and towing provisions and if additional supporting policies are necessary. Additionally, an evaluation of the staff requirements and procedures to ensure proper enforcement and management of the program will be conducted.

Geographic Constraints Analysis: to determine areas of use, what type of device and the number of shared transportation equipment will fit into the context and confined street and public right of way spaces within Park City.

Equipment Standards: an evaluation of available equipment and what standards would be appropriate, this may include standards related to the speed of the equipment, safety standards, inspection and maintenance schedules, and maximum engine wattage.

Regional Standardization: an evaluation of standard policy and procedures between neighboring unincorporated Summit County jurisdiction.

Monitor Related Legislation: staff will continue to monitor state legislation as this will likely result in some adjustment of where devices may operate. Additionally, staff is involved in statewide Shared Mobility Task Force which is acting as a regional resource and a statewide legislation advisory board.

Council Agenda Item Report

Meeting Date: November 29, 2018

Submitted by: Jed Briggs

Submitting Department: Budget, Debt & Grants

Item Type: Staff Report

Agenda Section: WORK SESSION

Subject:

3:45 p.m. - Mid-Year Retreat Resource Discussion

Suggested Action:

During the Mid-year Council Strategic Planning Retreat in July earlier this year Council members were asked what there one area that they would like to focus on over the next year or so. Staff is recommending to open up the FY19 Budget already on Dec 11, but is asking Council for guidance on certain positions before staff brings back all the proposed changes. The areas of focus that staff is looking for direction from Council on are community engagement, social equity, and community development customer service.

Attachments:

[Mid-Year Retreat Resource Staff Report](#)



City Council Staff Report

Subject: Mid-year Retreat Resource Discussion
Author: Jed Briggs
Department: Budget, Debt, & Grants
Date: Nov 29, 2018
Type of Item: Preliminary Direction: Budget Adjustment

Summary Recommendation

Staff recommends that Council confirm direction on proposed additional resources in response to goals and concerns given during the Mid-year Council Strategic Planning Retreat.

Executive Summary

During the Mid-year Council Strategic Planning Retreat in July earlier this year, Council members were asked to prioritize one area to focus on over the next year or so. Staff is seeking Council guidance on certain positions that could better fulfill community goals. The areas of focus that staff is looking for direction from Council on are community engagement, social equity, and community development customer service. Depending on City Council direction, staff may return to City Council December 11 to adopt a modified budget.

Background

Normally, the City opens up the budget to change it once a year during the budget process (May-June). At times, the City has opened up the budget to make changes that seemed necessary and appropriate given a change in circumstances, prioritization or department reorganization. This year staff is recommending to adopt a modified budget for the fiscal year 2019 to meet evolving needs and specific Council goals and concerns discussed during the Mid-year Council Strategic Planning Retreat. While staff pursued budget neutral options for every recommended position, (each involve either a repurposed position or a revenue offset) staff will likely recommend Council hold a public hearing and vote on a budget adjustment adoption on December 11.

Analysis

Community Engagement

The Council continued to prioritize more community engagement. Some of the questions that arose in that discussion: How do we create a strong narrative for the City's actions and positions? How do we enhance out-reach and in-reach? How can we find the most effective tools to clarify the City's identity and create better connections? It's imperative in today's day and age that the City have an engagement platform that matches all of our community's diverse needs and myriad of communication methods. The ability to improve in these areas requires greater commitment and a more unified strategy. Staff believes that effective communications will increase engagement, sense of community, and create a better understanding and ownership of community goals

and initiatives. This will provide Council with more feedback for making policy decisions. Clarity and consistency will build trust and confidence in the public process.

With the current Community Liaison position staff is asking Council if they would like to repurpose that position to make it more “engagement” focused and less “social equity” focused. The current position has 50% of their time dedicated to social equity; in the past the role was 33% social equity. However, some of our social equity needs are being met with the City’s new partnership working with the PC Community Foundation. There are two options for Council to consider:

Community Liaison

Option 1: Full-time position focused on community engagement

- No social equity-specific component to this role
- “Boots on the Ground” direct outreach role with Main Street businesses; support Special Events with direct community engagement and other similar face-to-face outreach
- Collaboratively develops new models of engagement and outreach to further strengthen the connection between residents/stakeholders and the City
- Assists with scheduling, organization, promotion and support of community outreach projects and events including open houses, community meetings, council Q&A sessions, city-related special events
- Works with City departments to ensure consistent and uniform messaging

New Budget Impact: \$0 – If the position is repurposed fully from the old one. However, couldn’t use existing funds to pay for other social equity initiatives.

Option 2: Full-time position focused on community engagement (with Transit focus)

- Citywide Community Engagement (See above)
- Transit Community Engagement
 - Coordinate all transit/parking/transportation outreach campaigns
 - Lead Transit special event impact outreach to communicate transit, parking, and access information related to special events
 - Coordinate content and ensure delivery of text alerts related to transportation/parking/traffic for peak winter days and special events
 - Liaise with Transit Team to ensure all external collateral is reviewed to meet content and branding guidelines

New Budget Impact: \$0 – Half covered through existing position and half covered through Transit Fund. Will then be able to pay for other social equity initiatives through remaining 1/2.

Social Equity: Pilot Program to hire people with Developmental Disabilities

Another area that Council targeted for increased level of service is the Community Critical Priority of Social Equity. Some of the questions that arose in that discussion: How do we ensure that individual voices are heard? How do we enhance connection for all groups in the community? How do we develop a comprehensive social equity plan? Most of the City’s goals surrounding this priority will be carried out by the Community Foundation (a check-in is scheduled for Nov 29 with Council). As we look to being a leader in the area of social equity, one idea that has come up is to hire people with developmental disabilities.

The City is looking at creating a Pilot Program for providing jobs for these individuals by offering job choice options that would allow for very flexible hours for several individuals weekly. While positions may offer employment for 8-15 hours per week per position, we want to work with parents and potential employees to develop this Pilot Program. The City would work together with the aforementioned parents and potential employees as well as and the Lucky Ones Coffee Shop and The National Ability Center to find individuals based on skills and abilities relevant for the City's needs.

Staff is currently asking departments about areas in where these individuals could potentially work. These positions would not be paid from the department budget, and would be an add-on to current staffing. Staff is asking that managers propose ideas they may have for positions that would add value to their departments and support our community goals of social equity.

Some examples might be:

- Mobility Bus Transit Host - This position would ride the bus, welcome riders, talk to other riders, and bid them farewell upon reaching their destinations.
- MARC Child Care – This position would assist current staffing in playing with children in drop off child care.

New Budget Impact: \$0 – If we can take the 50% social equity budget from the current Community Liaison position and repurpose it as a funding source for these new positions. The proposal is set at \$15/hour for 80 hours. Otherwise these positions will cost around \$20-\$30k.

Community Development Customer Service

Another area that Council reprioritized is the Community Development customer service. Some of the ideas that arose in that discussion: Improve customer service for City permitting and regulatory processes (e.g., clarity, consistency, response times, etc.); reduce friction and confusion; create a one-stop help desk/person; streamline the permitting process; and develop trust with the community. One of the ways staff is proposing to address these issues is through creating a new **Community Customer Liaison** position. This position would focus on three areas:

- a. Customer Engagement (High Touch) – Enhance customer engagement with a clear and friendly process—support them so they feel like they're always on the same page with the City. One stop for any questions.
- b. Community Outreach/Education – Reach out to community members through public training sessions, open houses, and focus groups. In particular, solicit input from “frequent flyers”, (e.g., developers, architects, attorneys, business owners, etc. who commonly conduct business with CDD) to first, focus on low-hanging fruit improvement and, second, determine where more systemic issues may exist and/or opportunities for long-term improvements.
- c. Efficiency – Work to make the permitting process efficient, clear and consistent. Use effective software to ensure transparency and accuracy in the process.

New Budget Impact: \$0 – Paid for with an increase in community development fees.

Department Review

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

Council Agenda Item Report

Meeting Date: November 29, 2018

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section: WORK SESSION

Subject:

4:45 p.m. - Break

Suggested Action:

Attachments:

Council Agenda Item Report

Meeting Date: November 29, 2018

Submitted by: Jed Briggs

Submitting Department: Budget, Debt & Grants

Item Type: Staff Report

Agenda Section: STUDY SESSION

Subject:

5:00 p.m. - Social Equity Discussion with the Park City Community Foundation

Suggested Action:

Park City Community Foundation (the Community Foundation) is pleased to partner with Park City Municipal Corporation to promote social equity through a community convening process. The Community Foundation is working to bring the community together in a coalition that will perform a social equity self-diagnosis, identify existing social equity resources and gaps, prioritize the most significant and addressable social equity issues (short term and long term), develop a multiyear strategic plan, and support Park City Municipal Corporation in ensuring it serves its most vulnerable constituents well. The Community Foundation and staff is looking for Council guidance on social equity goals, timelines, and initiatives.

Attachments:

[Social Equity Report](#)

Social Equity Report to Park City Council November 16, 2018

Park City Community Foundation (the Community Foundation) is pleased to partner with Park City Municipal Corporation to promote social equity through a community convening process.

The Community Foundation is working to bring the community together in a coalition that will perform a social equity self-diagnosis, identify existing social equity resources and gaps, prioritize the most significant and addressable social equity issues (short term and long term), develop a multiyear strategic plan, and support Park City Municipal Corporation in ensuring it serves its most vulnerable constituents well. This first phase of work will be complete by October 1, 2019.

Recap of Goals and Approach

The City has identified a set of preliminary social equity goals, along with some sample areas of intervention, that could serve as initial organizing discussion areas for the strategic plan:

1. Affordability: housing, wages, childcare, healthcare, fees/taxes
2. Connection: City services, gathering spaces, outreach, transportation
3. Enhanced Communication: Digital platforms, personal outreach, translations, provider coordination
4. Issue Awareness: Listen/research groups' issues/concerns, partner, educate the general community
5. Reflecting Community Diversity: boards/commissions, public participation, serve all groups

In close collaboration with the Park City Council and Park City Municipal Corporation staff, the Community Foundation has begun to form a coalition whose first major task is the creation of a community-wide Social Equity Strategic Plan.

Coalition Structure

An initial advisory committee is being formed that will serve as a hub of coordination for the coalition. As specific elements of the strategic planning process emerge, the advisory committee will create task forces – which will involve many other community members – to accomplish specific objectives. We are currently anticipating the following committee structure:

- Advisory Committee: Provide general guidance and ensure that progress is made toward a social equity strategic plan and overall community social equity goals.
- Outreach and Inclusion: Ensure broad community representation and inclusion in the social equity convening process.
- Community Education: Organize community education around social equity goals, processes, and outcomes.

- Data Collection/Information Gathering and Evaluation: Gather and analyze existing and new data to identify the priority community needs, gaps, and opportunities for social equity improvements; and determine key indicators for tracking outcomes.
- Funding and Financial Analysis: Identify and cultivate potential sources of funding and/or other financial models to ensure implementation of the prioritized social equity outcomes.
- Outcome-Specific Task Forces: Create action plans for the social equity outcomes that are selected as being of the highest priority for initial action. This will consist of two to four committees that are to be formed in April 2019 after data gathering, gap analysis, and outcomes prioritization are complete.

Each task force will have a chair, vice chair, and anywhere from about six to 30 members, depending on the scope of the task and the interest among coalition members to participate.

Factors that may indicate a need for building social equity include income level, abilities, health and wellness challenges, gender identity, sexual orientation, race, ethnicity, place of origin, immigration status, language, and age, among others. The coalition will strive to include people representing such attributes as well as organizations already working for those people's benefit.

From time to time, general community meetings and events will be held to invite anyone interested in social equity to get involved.

Timeline

Oct 2018	Prepare initial plans with small project startup team
Nov 2018	Bring community partners together in an initial advisory committee
Dec 2018	Verify mission; create early planning task forces
Dec/18-Mar/19	Gather data and input from diverse communities; complete a gap analysis
Apr 2019	Use data and gap analysis to prioritize desired outcomes; form outcome-specific task forces
May-Jun 2019	Task forces select priority actions, set specific goals, methods, and indicators
Jul 2019	Write strategic plan; review strategic plan
Aug-Sep 2019	Approval of strategic plan (end of current contract)
Oct 2019	Begin plan implementation (beginning of new contract)

Staffing

The Community Foundation has assigned three primary staff people to this effort: Diego Zegarra, Social Equity Director (0.5 FTE); Ollie Wilder, Community Impact Director (0.25 FTE); and Sarah MacCarthy, Special Projects Manager (0.25 FTE). Additional staff providing direct support to the effort include Katie Wright, Executive Director; Deanna Rhodes, Marketing and Communications Manager; and others.

Activities Undertaken through November 16, 2018

The Community Foundation has begun work on convening the initial Social Equity Advisory Committee that will represent a broad intersection of key community stakeholders, partners,

nonprofits, businesses, and other constituents. Ethnic, age, gender, ability, religious, and socioeconomic diversity are being considered as we bring together a preliminary group of committee members.

Internal meetings between the City's Social Equity Team and the Community Foundation team have continued in order to have clear and open communication channels, as well as collaboration between all parties.

The first Social Equity Advisory Committee gathering is planned for November 27 at the Christian Center of Park City. Future meetings will rotate venues and include places such as the Park City Library, McPolin Elementary, and other locations around town. Items on the first meeting agenda are the purpose of the group, the timeline and committee structure for the planning process, as well as gathering information on key social equity issues and ideas on who else to invite to join the process.

Communication efforts have continued with radio, TV, social media, and website updates. Listening Tour stops continue to be scheduled, with Holy Cross Ministries and McPolin Elementary school being the latest two to have taken place.

We welcome ongoing input on this social equity convening and planning process from Council members, staff, and the public.

Council Agenda Item Report

Meeting Date: November 29, 2018

Submitted by: Elizabeth Jackson

Submitting Department: Planning

Item Type: Staff Report

Agenda Section: COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Subject:

Gravel, Water Wise Landscaping, and Xeriscape Code Amendments Update

Suggested Action:

Attachments:

[Gravel, Water Wise Landscape, and Xeriscape Staff Report](#)

City Council Staff Communication



Subject: Gravel, Water Wise Landscaping, Xeriscape Municipal Code Amendments Update
Author: Planner Liz Jackson
Department: Planning
Date: November 29, 2018
Type of Item: Informational

Summary Recommendation

Consider the informational update. Staff will seek input and direction from City Council and Planning Commission through January 2019. This Communication is supplemental to the *Draft Park City Municipal Forestry Plan Partial Adoption and Municipal Code Amendments* Staff Report, included in the November 29, 2018 City Council agenda. This describes staff recommendations regarding the amendments to the Municipal Code Title 14-1. The changes being considered by staff are designed to amend Title 11-15-3, 14-2-7, 15-3-3, 15-5-1, 15-5-5(N), and 15-15-1 of the Municipal Code.

Executive Summary

The City Council has given input on many of the issues noted below in previous work sessions. A drought tolerant and native plant material list has been compiled and reviewed by qualified City Departments and a professional Landscape Architect, for staff's use. The proposed Municipal Code amendments in the Staff Report referred to above, the proposed amendments to Title 15, and standards for work in City Rights of Way will be in alignment. The plant list is also recommended to the Sustainability and Open Space Departments for use in applicable projects.

One of the core missions of the Planning Department, as expressed in the General Plan and Land Management Code, is:

“Minimize the impact of the built environment on the natural environment”

This mission is reflected in subdivision and Master Planned Development area designs, open space zoning and preservation efforts, and in establishing Limits of Disturbance for Development. The following analysis points are designed to meet this mission.

Gravel:

- The term “gravel” is not currently defined in the Municipal Code, which makes it difficult to regulate.
- Staff has found gravel is problematic in certain circumstances, including but not limited to:
 - o When used as ground cover in the right-of-way or near a driveway. Gravel encourages parking on an impervious surface. This is not allowed per the Municipal Code.

- o When used as ground cover for the majority of the lot. Gravel retains heat more so than bark mulch and plantings, adding to the urban heat island effect.
- o When parked or driven on. Gravel is easily displaced onto the road. Additionally, it has proven to be troublesome for snow removal, hazardous for cyclists, and difficult to filter out of the water system when washed into the storm drains.
- o When used as mulch. Gravel, with few or no plantings, detracts from the natural aesthetic of the neighborhood.
- Staff recognizes that in select instances gravel can be utilized as drainage, a walkway, patio, or in wildfire suppression.

Xeriscape and Water Wise Landscaping:

- The City's goals for Xeriscape and landscaping include, but are not limited to:
 - o Conserving water;
 - o Promoting the use of native and drought tolerant species;
 - o Lessening the impact of the built environment on the natural environment;
 - o Maintaining the natural aesthetic of Park City.
- The current definition of Xeriscape in the Land Management Code Section 15-15 states, "A landscaping method developed especially for arid and semiarid climates utilizing water-conserving techniques (such as the use of drought-tolerant plants, mulch, and efficient irrigation)." This definition has proven to be broad and difficult to regulate.
- Community members interchange Xeriscape with Zeroscape, which is often defined as a yard that uses gravel or dirt and contains little to no plantings. Zeroscape is not an allowed method of landscaping per the Municipal Code. Staff has experienced community members erroneously arguing that landscaping only consisting of rocks is Xeriscape.

Intent:

- Staff would like to amend the Municipal Code to replace the term Xeriscape with Water Wise Landscape/Landscaping. The Land Management Code Section 15-15 definition would still include Xeriscape in this as a form of Water Wise Landscaping. The goal of this update is to clarify what a Water Wise Landscape is and what is considered appropriate for landscaping on private property. Staff has found that landscape materials can affect not only the homeowner, but the neighborhood and surrounding ecosystem, so proper material selection is critical to have as little impact on the community and the natural environment as possible.
- Staff would like to specify when gravel is appropriate in a landscape plan (i.e. as drainage, a walkway, patio, and in wildfire suppression).
- Staff has conducted research regarding landscaping and is working toward defining Gravel, Hydrozoning, Pervious Surface, and Water Wise Landscape/Landscaping. These definitions will help staff to better review and regulate landscape plans associated with City permits.
- Staff has gathered input from local stakeholders such as business and property owners and landscape architects; and will continue to do so through January 2019.
- Timeline/next steps (2018/2019):

- o November 2018 - January 2019 – Continue gathering stakeholder and City staff input;
 - o November 24 – Issue Public Notice of pending ordinance in Planning Commission Packet for December 12 meeting;
 - o December 12 – Planning Commission public hearing and possible recommendation on ordinance;
 - o January 8 – City Council possible action on ordinance.
- The City Engineering, Building, Planning, Sustainability, Parks, and Trails and Open Space Departments are in support of the following:
 - o Better defining the parameters on landscaping materials that are appropriate for Park City residents;
 - o Clarifying what landscaping materials are allowed in City's rights-of-way;
 - o Lessening impacts of landscaping on neighborhoods and the natural environment;
 - o Continuing efforts to reduce water use by utilizing the concept of Water Wise Landscaping.
- The Planning Department has researched landscaping regulations in resort towns and urban areas. Requirements vary with each jurisdiction, but there is a sufficient knowledge base available — through staff members, local Landscape Architects, etc. — to manage foreseeable impacts and adjust the Municipal Code regulations as necessary.

Council Agenda Item Report

Meeting Date: November 29, 2018

Submitted by: Jason Christensen

Submitting Department: Public Utilities

Item Type: Staff Report

Agenda Section: COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Subject:

2018 Leak Detection Results

Suggested Action:

Attachments:

[Leak Detection Results](#)



City Council Staff Communications Report

Subject: Leak Detection Results
Author: Jason Christensen, Water Resources Manager
Department: Public Utilities
Date: November 29, 2018
Type of Item: Informational

- Park City has a goal of a 25% reduction in water demand, population adjusted, by the year 2025 using the year 2000 as the starting point. The City also has an energy goal of net-zero carbon emissions for municipal operations by 2022.
- Park City's average water production in 2017 was 3,005 gallons per minute.¹ Of that an average of 820 gallons per minute, or 27% was lost to leaks. In order to meet these goals, it is necessary to reduce this lost water.
- Public Utilities has focused resources over 2018 to reducing lost water consistent with the Community's water conservation and energy efficiency goals.
- This effort has resulted in a water loss reduction of 310 gallons per minute, or a 40% reduction in total water lost. This creates a calculated reduction in water department energy usage of 10%.
 - That results in a calculated remaining water loss of 510 gallons per minute in the coming reporting year (2018) or 17% system water loss.²
- There were two phases to this focused effort:
 - **Phase 1:** Accoustic City Wide Survey
 - **Phase 2:** In-Pipe Monitoring in Upper Deer Valley

Phase 1: Acoustic City Wide Survey was presented in a [Staff Communication Report](#) on May 31, 2018. Briefly:

- 106.5 Gallons per minute found and subsequently repaired using in house resources.
- \$54,655 per year in ongoing savings (avoided cost of energy, chemicals, and consumable).
- Approximately 1.5 year payback, including repair costs.

¹ As an average, this number varies from around 1,000 gallons per minute in the shoulder seasons, to almost 6,000 gallons per minute during peak summer demand.

² The actual value for 2018 will be higher. This is because the leaks were not addressed until half way through the reporting period, driving the value higher; and because leaks are created and increase year over year as pipes age. The actual value will be calculated once data is available in 2019.

Phase 2: In-Pipe Monitoring In Upper Deer Valley

- Council approved a contract with [Sensus/Visenti](#) (pg. 47) for the in-pipe sensors.
- The in-pipe sensors identified area of concern in the area around Centennial Circle.
- Distribution staff identified eight leaking service lines.
- Council approved a [change order](#) that provided for their repair.
- Those eight leaking services were repaired
- 200 gallons per minute of water Loss in Upper Deer Valley was recovered in the Centennial neighborhood.
 - Around 150 gallons per minute of loss remains in Upper Deer Valley, with around 100 gallons per minute in the Centennial neighborhood likely recoverable with additional resources.
- Fixing these services created \$102,640.34 per year in ongoing savings (avoided cost of energy, chemicals, and consumables.)
- Finding these services cost \$56,600.00 under the Sensus Contract and \$64,000 to repair under the Daley Change Order, and creates a payback window of 1.2 years for Phase 2 of this effort.

Next Steps

1. Staff has depoloyed additional technologies (advanced individual service pressure monitoring) to attempt to locate the remaining loss in the Centennial Circle area. We are approaching the limit of our ability to cost effectively identify individual leaks in this area. Based on the failures identified to date, addressing the remaining 100 gallons per minute could require a capital project to replace aged infrastructure in this neighborhood which would be paid for by water service fees.

Summary:

- The City has made major progress towards both our water conservation goal, and energy goal.
- Combined these efforts have resulted in ongoing annual cost savings of \$157,295.34—about half of that in annual power costs, a reduction in loss of 310 gallons per minue, and a payback period of under 1.5 years.

Local Media:

<http://www.kpcw.org/post/park-city-water-resources-team-dig-deeper-fixing-leaking-pipes-problem#stream/0>

<http://www.kpcw.org/post/park-city-municipal-discovers-leaks-upper-deer-valley#stream/0>

Council Agenda Item Report

Meeting Date: November 29, 2018

Submitted by: Jenny Diersen

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section: COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Subject:

Winter Event Preview & Communications

Suggested Action:

This is an informational report on planning and outreach associated with winter events including the 2019 FIS World Championships and 2019 Sundance Film Festival.

Attachments:

[Winter Event Outreach and Communication Efforts 2019](#)

City Council Staff Report



Subject: Winter Event Preview & Community Outreach Efforts
Author: Jenny Diersen, Special Events & Economic Development Program Manager
Department: Special Events and Economic Development
Date: November 29, 2018
Type of Item: Informational

Summary

The Sundance Film Festival is one of the world's defining international events that reinforces cultural and economic vitality for Park City, the state of Utah and for independent film. The event creates a sense of place by providing programs that enable community interaction (both during the Festival and other seasons) and provide unique amenities and experiences for both our residents and visitors to enjoy and benefit from. In 2019, the Sundance Film Festival will be held from January 24 through February 3.

Additionally, the 2019 FIS World Championships will be held in Park City from February 1 to 10, 2019 at Solitude, Deer Valley, Park City Resort Base, Park City Resort – Canyons Village, and Main Street. More than 1,800 athletes from around the world will converge on Utah for the largest winter sports event to take place in the state since the 2002 Olympic Winter Games.

Due to the size and scope of these events, a large coordinated effort occurs between every City Department, Sundance Institute, United States Ski and Snowboard Association and many community stakeholders in order to both support opportunities and mitigate challenges during the events. The success and opportunity that these events bring creates challenges and a need to increase community outreach and mitigation efforts to offset adverse impacts during the timeframe.

From November 26 to December 10, staff will be coordinating community outreach regarding proposed and evolving plans for this year's Festival to the community and numerous stakeholders (Historic Park City Alliance, Park City Chamber, Park City Lodging Association, Park City Restaurant Association, Park City School District, Summit County, Park City Resort, Deer Valley Resort, and For Hire/Taxi Working Group among others). After gaining feedback from various stakeholders, staff currently anticipates returning to the December 11 Council meeting to recommend approval of the 2019 FIS World Championship and to the December 20 Council meeting to recommend approval of the 2019 Sundance Film Festival Supplemental Plan.

Staff is working to gain perspective from numerous stakeholders regarding this year's planning efforts in order to come up with the best possible solutions. Transportation, Residential Mitigation and Parking plans will focus on Council's critical priority goal to reduce single occupant vehicles as well as reduce traffic and congestion, while creating

a predictable, consistent and dynamic plan for the community across both events. In order to achieve goals during these incredible opportunities in our community, it will take our community's leadership to help make changes and show the world Park City's incredible athletic and cultural assets.

Staff wanted to inform Council of this outreach effort as Council may be approached with questions from community members in the coming weeks. While there are many areas which staff is coordinating, our outreach and engagement will focus on the following topics:

- Accessible Information
 - o Sundance Rules of the Road (released in September)
 - o Sundance Community Guide (also available in Spanish) - goal to release by mid-December
 - o 2019 World Championship Impact Information – goal to publish on City website in January
 - o Communications leading up to the Festival – Social Media, Text Alert System, Local and Regional Media partners, See Something/ Say Something outreach and training, Door to door merchant and resident outreach, bi-weekly newsletter, e-blasts, website
- Public Property/ Facility Use and Impacts
 - o Coordination of set up and facility closures.
- Private Facility Use (both for Sundance Film Festival and Local Businesses/ Property Owners)
 - o Coordination of Conventional Chain Business Restrictions
 - o Vacant Storefront Use and Enforcement
- Transportation Planning
 - o Transit Schedule
 - o Alternative Modes of Transportation
 - o Taxi/ Ride Share/Hotel Shuttle
- Residential Mitigation
 - o Continued efforts to deter traffic in residential neighborhoods
- Parking Plans
 - o Create varied parking options and price structures throughout Park City
 - o Drop and Load (Delivery Restrictions) on Main Street
 - o Parking Removals and Restriction timelines

Council Agenda Item Report

Meeting Date: November 29, 2018

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Minutes

Agenda Section: CONSIDERATION OF MINUTES

Subject:

Consideration to Approve the City Council Meeting Minutes from November 8, 2018

Suggested Action:

Attachments:

[November 8, 2018 Minutes](#)



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

November 8, 2018

The Council of Park City, Summit County, Utah, met in open meeting on October 23, 2018, at 2:30 p.m. in the City Council Chambers.

Council Member Gerber moved to close the meeting to discuss property and litigation at 2:30 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 last property item on the Closed Agenda.

Council Member Gerber moved to adjourn from Closed Meeting at 5:15 p.m. Council Member Joyce seconded the motion.

RESULT: APPROVED

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

WORK SESSION

Mayor Beerman indicated the Treasure Hill Bond election results needed to be canvassed. It was decided to hold a special meeting on November 20th at 2:00 p.m. to hold the canvass.

2018 Park City Kimball Arts Festival Debrief:

Chris Phinney, Special Events, Jory Macomber, Canice Harte, and Amy Roberts presented this item. Phinney indicated parking and transit worked well and he thanked staff for all their extra work to make the event a success. Areas for improvement included securing the footprint, but overall the feedback was very positive. Phinney noted 4,000 more riders used transit this year over last year and the City services cost was \$148,287.84, which was well under the estimate of \$180,000.

Macomber stated this was his first Arts Fest as executive director of the Kimball Arts Center. He thanked the City for the support given to make this event a success. He indicated there were bands, food and fun, but the key to success was having good artists. He noted the event was growing 5%-10% per year so he was happy to see the positive trend.

He reviewed feedback and noted there was concern over those who wanted to be on Main Street without buying a ticket to the festival. He also indicated next year was the 50th anniversary of the festival and his team wanted to make the event unique.

Harte stated he was impressed with the collaboration between the Kimball Arts Center and the City. He indicated space was reserved for local artists, and noted the goal was to have over 1,000 artists apply for the event in the future.

Council Member Ware Peek asked about the outreach performed with the local merchants on Main Street. Harte noted he would continue to reach out by going door to door and using other traditional methods, and would make sure the merchants had his contact information. Roberts stated every business was contacted this year so they could be onboard with the festival.

Council Member Gerber asked about the impact report, and noted Friday evening had almost as many people as Saturday, which was a big impact to traffic. There was discussion on wristbands and actual numbers of visitors counted each day of the festival.

Council Member Worel asked if there was merchant outreach after the event. Roberts stated they did not actively seek feedback, but received comments. She noted there was an online survey and she hoped more merchants would use that in the future.

REGULAR MEETING - 6:00 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 Matt Dias, Assistant City Manager Mark Harrington, City Attorney	Present

Michelle Kellogg, City Recorder	
None	Absent

II) COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Staff Communications Reports

1. Quarterly Budget Report - FY2019 First Quarter
2. Backhoe Report - November 2018

Council Questions and Comments:

Council Member Ware Peek attended the Social Equity Listening Tour at Holy Cross Ministries and noted Latino families spoke on the challenges they faced with housing and fair wage practices. She attended the Colorado Association of Ski Towns (CAST) meeting and indicated the Vail deed restriction program was set up with no appreciation cap, no income cap, and no size requirement; but the occupant was only required to be a primary resident working 30 hours or more a week. She also stated some large employers in the City were working on housing for the J1 employees, which were foreign students working in town for the winter.

Council Member Gerber stated the CAST meeting was great and Park City was in line with Vail's goal of 1,000 affordable units, and Aspen, with their 3,000 affordable units. She thanked staff for the great Halloween event.

Council Member Joyce stated he would be absent for next week's meeting.

Council Member Worel disclosed she would recuse herself from New Business Items One and Three. She promoted the Live PC Give PC event which would kick off at midnight tonight. She attended the Board of Health meeting and noted the Utah Physicians for Healthy Environment received an air quality grant from the EPA in the amount of \$120,000. The Health Department was also kicking off a community health assessment. She attended the National Ability Center luncheon, which celebrated those heroes serving the country. She also attended a community convening by the Summit County Arts Council.

Council Member Henney attended the Leadership Park City Class 24 graduation. He really enjoyed Halloween on Main Street. He attended the Leadership Class 25 event and indicated Myles Rademan was honored for his service. He also attended a Fire Board meeting.

1 Mayor Beerman was impressed with the Leadership event and thought the Leadership
2 program was great. He noted there were long lines on Election Day and it was nice to
3 see young voters. He thought there should be a party at the Sandy Auditorium next year
4 on Election Day. He thanked Council and staff for all their time and effort to get the job
5 done with regard to the Treasure Hill bond and indicated 77% of the voters voted to
6 preserve open space.

7
8 Mayor Beerman asked Heinrich Deters, Open Space Manager, and Wendy Fisher, Utah
9 Open Lands Executive Director, to talk about Bonanza Flat. Council Member Ware
10 Peek excused herself because she and her husband owned property in Brighton
11 Estates.

12
13 Fisher reviewed the meetings held and progress made on finalizing the conservation
14 easement. She noted there were encroachments on the property that they were working
15 to resolve. This property had some of the head waters for Wasatch and Salt Lake
16 Counties. One decision made was not to allow motorized vehicles. Fencing was put up
17 on parts of the perimeter and she noted fencing would not be installed around the entire
18 perimeter of the property. She also asserted that those making up the jurisdictional and
19 technical committees had no private interests with regard to the property.

20
21 Deters stated there were some limitations on the trailheads so staff put up some fencing
22 along part of the property. Gates were placed across the manmade dirt tracks. He
23 stated the fence signified that users were entering private property. The buck and rail
24 fence that was constructed was wildlife friendly and there were gaps in the fencing so
25 wildlife could walk through or jump the fences.

26
27 Deters also reviewed the National Forest Service guidelines for snowmobile use and
28 indicated the City was within those guidelines. He noted Jeep Hill was a safety corridor
29 for Brighton Estates Subdivision in cases of emergency, and snowmobiles were
30 allowed, but not for recreational purposes. Deters indicated 10 foot poles were placed
31 along Jeep Hill to guide snowmobiles down the hill. There were plans for additional
32 postings and signage that would be installed within the next 10 days. Fisher stated other
33 reasons for these measures were for fire prevention precautions.

34
35 Council Member Henney asked if Brighton Estates residents came to the meetings even
36 though they didn't have a seat at the table, and how many meetings had taken place.
37 Fisher stated there were 12-14 meetings, and the residents provided public comment at
38 every meeting.

39
40 **III) PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE**
41 **AGENDA)**
42

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

Joe Butterfield thanked Council for their work. He lived on lower Park Avenue and indicated there was no historic parking district in that area. He requested a parking area for this neighborhood. Foster indicated Blake Fannesbeck would be presenting to Council about launching a pilot program for parking in this area beginning in December. Butterfield also felt Talisker had no business having a business on Bonanza Flat. He didn't appreciate the way it handled itself and felt their lease should not be renewed. Mayor Beerman stated part of the purchase agreement included the leases, but it was Empire Club, not Talisker, that owned the business, and noted they would be moving up the road where there would be a hut and sledding area.

Matt Meinhold read a prepared statement and stated the Brighton Estates residents were in some stakeholder meetings but weren't involved in the decisions made. He had concerns with the fences and felt they were not safe for snowmobile travel during a snowstorm. He felt Bonanza Flat was a public space now. He requested that the City honor the prescriptive easements that had been there for 50 years.

JP Gendrom dittoed everything Meinhold said. The property owners had more knowledge than anyone. People travelled home at night and if a fence was partially buried someone could get hurt. He also was confused why parking was moved from the Y on Bonanza Flat. He noted those who accessed Bonanza Flat in the winter did so safely because of the snowplow operation performed by the HOA.

Katie Eldridge supported the previous comments. She felt there was misinformation that she wanted to correct. Residents did not sell their keys so others could access the property. She also stated that the residents were united when it came to traveling safely on the property.

Drew Christenson didn't know if the gates were wide enough for Snowcats to pass through.

George Switzer thought it took a while to know the snow accumulation patterns and hoped the City would analyze the patterns before jumping in with implementations. He indicated the Brighton Estates residents were neighbors and wanted to help.

Bridgette Meinhold asked for the residents to be treated equitably with regard to Bonanza Flat. She didn't think the City was following the rules and stated it couldn't deny them access to their homes.

Bob Merrill said the fencing was delineating the boundary line, but more people would be coming from Pine Canyon and Cottonwood than Brighton Estates.

1 Jordan Moore lived in Brighton Estates and taught school in Park City. He was
2 frustrated with the new developments going on in Bonanza Flat. The residents wanted
3 to have a say and they wanted to be heard.

4
5 Nick Stapley worked for Girl Scouts and stated safety was a big concern for him and the
6 Girl Scouts. He hoped to see conversations so everyone could understand the
7 frustrations.

8
9 Billy Demong stated the biggest thing talked about was winter access and historical
10 access. He thought everyone wanted the historical access because they were safe
11 access points.

12
13 Mayor Beerman closed the public input portion of the meeting.

14
15 Council Member Joyce stated the situation was difficult because each of the Brighton
16 Estates residents had unique needs, and it was hard for the City to appease all of them.
17 He requested that the HOAs come together and bring back a united request. He also
18 stated it was every property owner's right to put up a fence on their property.

19
20 Council Member Gerber asked if anyone could help the Brighton Estates residents find
21 out if they had a prescriptive easement. She also asked why the parking at the Y was
22 removed, if it was possible to widen the gate opening, and if residents could they drive
23 on Pine Canyon Road if Jeep Hill was a safety hazard.

24
25 Fisher stated there needed to be a legal description for a prescriptive easement, but it
26 was not the responsibility of her organization to help a private entity since Utah Open
27 Lands served the public. She noted there was a fair amount of unity from the HOA
28 wanting Jeep Hill. She indicated moving the parking from the Y was a suggestion from
29 one of the HOAs. Deters stated an HOA proposed moving parking down on Pine
30 Canyon Road for 40 vehicles. Wasatch County would need to move a gate. Deters
31 stated the road and gate was an issue with Wasatch County and there was an ongoing
32 lawsuit from the Brighton Estates residents with Wasatch County. Fisher stated Jeep
33 Hill would be the safe route when the weather made the other road impassible. Deters
34 indicated there was an easement from one resident and was on file, but nobody else
35 had provided any right to access.

36
37 Council Member Henney asked Fisher and Deters to explain the intent of the boundary
38 fence, besides delineating the property line and keeping the snowmobiles from Pine
39 Canyon and the Cottonwoods off the property. Deters stated there was camping,
40 bonfires, litter, and other bad behavior all summer and he knew the conservation values
41 were at risk. Boulders were placed to prohibit access but gates were cut, the Yurt was
42 broken into, and other examples were given. Wildfire was a big concern up there and
43 proper management was necessary to control the property, including fences. Fisher

noted trash piles were three to five feet wide and they were trying to control the bad behavior. Boundary demarcation was typical for conservation areas. Encroachments were found and fences helped correct those. There hadn't been a higher level of management of the property before now and the management strategies were meant to provide education. Council Member Henney asked if the gates were placed to prohibit access to the Brighton Estates residences. Deters stated there was no intention to block legitimate access to homes.

Council Member Worel asked if the backfill in the wetlands could be repaired. Fisher stated the management plan included the restoration of the wetlands.

Mayor Beerman explained the process and the efforts to include Brighton Estates residents. Efforts were made with Wasatch County to move the gate down lower. The City had tried to be good neighbors and had listened but did not agree on every point. He hoped Brighton Estates could be good neighbors as well.

IV) APPOINTMENT

1. Consideration to Appoint Jason Glidden as the Representative for Park City Municipal in the Prospector Condominium Home Owners Association:

Council Member Joyce asked if the new CCRs had anything impactful to the City units. Glidden stated some things might impact the units such as building repairs, but the impacts were very minor.

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

Council Member Joyce moved to appoint Jason Glidden as the representative for Park City Municipal in the Prospector Condominium Home Owners Association. Council Member Ware Peek seconded the motion.

RESULT: APPROVED

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

V) CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from October 11 and 23, 2018:

Council Member Gerber requested an amendment to the October 11th minutes on Page 10 Line 25, indicating she did not express concern but was only inquiring.

Council Member Worel moved to approve the City Council meeting minutes from October 11 and 23, 2018 as amended. Council Member Joyce seconded the motion.

RESULT: APPROVED

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

VI) CONSENT AGENDA

1. Request to Approve Resolution 28-2018, a Resolution Declaring November 24, 2018 as "Small Business Saturday" in Park City, Utah:

2. Request to Approve Special Event Temporary Alcoholic Beverage License Applications for Operation During the 2019 Sundance Film Festival:

3. Request to Authorize the City Manager to Enter into a Contract, in a Form Approved by the City Attorney's Office, with Advanced Engineering and Environmental Services, Inc. in an Amount Not to Exceed \$30,000.00, and SKM Engineering, LLC in an Amount Not to Exceed \$180,000.00, for Water System Supervisory Control and Data Acquisition (SCADA) and Telemetry System Integrator Services:

4. Request to Authorize the City Manager to Enter into a Contract, in a Form Approved by the City Attorney's Office, with Total Power & Controls, LLC for Water System Electrical Contractor Services in an Amount Not to Exceed \$330,000.00:

5. Request to Approve a Construction Contract with International Center for Appropriate and Sustainable Technology (ICAST) for the Remodel of the Prospector Square Condos in an Amount Not to Exceed \$547,940.00 in a Form Approved by the City Attorney:

6. Request to Authorize the City Manager to Enter into a Professional Services Agreement for Commissioned Art between Park City Municipal Corporation and William Louis for Public Art at the McPolin Tunnel/224 Connector in a Form Approved by the City Attorney Not to Exceed \$10,000:

7. Request to Approve and Ratify the City Manager's Execution of an Emergency Professional Services Agreement with T-O Engineers, Inc. to Provide City Engineer Professional Services Through February 2019 in an Amount Not to Exceed \$75,000:

8. Consideration to Authorize the City Manager to Execute a Professional Services Agreement with Archiplex Group for Architectural Services for the Design of the Public Utilities and Public Works Building Renovation Project in an Amount Not to Exceed \$152,280.00:

Mark Harrington stated a letter needed to be read into the record for Item 5.

Council Member Gerber moved to remove Item 5 from the Consent Agenda for further discussion. Council Member Worel seconded the motion.

RESULT: APPROVED

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

Council Member Gerber moved to approve Consent Agenda Items 1, 2, 3, 4, 6, 7 and 8. Council Member Ware Peek seconded the motion.

RESULT: APPROVED

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

5. Request to Approve a Construction Contract with International Center for Appropriate and Sustainable Technology (ICAST) for the Remodel of the Prospector Square Condos in an Amount Not to Exceed \$547,940.00 in a Form Approved by the City Attorney:

Anne Laurent read a letter from Jeff Brueningsen in which he asked five questions (attached to the approved minutes.) Laurent responded by indicating the renovation cost last March was originally estimated as \$10,000 per unit. More due diligence was given and it was discovered that there were electrical issues, so the number was changed to \$20,000 and the actual cost was \$24,000 per unit. The City wanted to get the units in good shape so they would last a long time for transit employees, and the HOA had been made aware of the renovation.

Glidden expanded on the renovations and asserted that even with the renovations, the City was under market value for the units. With regard to the other tenants in the building, a mitigation plan was set up and the permit was approved by the HOA.

Council Member Ware Peek asked about the permitting process. Harrington stated the difference in permitted uses. He noted the contract was publicly advertised and bid out and there were five respondents.

Council Member Gerber moved to approve a construction contract with ICAST for the remodel of 23 units at Prospector Condos. Council Member Worel seconded the motion.

RESULT: APPROVED

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

VII) NEW BUSINESS

1. Consideration to Approve a Legal Services Agreement between Park City Municipal Corporation and Ray Quinney & Nebeker to be Counsel for Park City in the Personal Injury Litigation Entitled C.L., et al., v. Park City Municipal Corporation:

Council Member Worel was recused. Mayor Beerman stated Item Three would be discussed next since Council Member Worel was recused for that as well.

Harrington explained the claim arose from an accident during a third party event at the sports complex and since there was a need for expertise regarding the seriousness of the injury, as well as a conflict of interest, it was necessary to hire outside counsel.

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

Council Member Henney moved to approve a Legal Services Agreement between Park City Municipal Corporation and Ray Quinney & Nebeker to be Counsel for Park City in the Personal Injury Litigation Entitled C.L., et al., v. Park City Municipal Corporation. Council Member Gerber seconded the motion.

RESULT: APPROVED

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

3. Consideration to Authorize the City Manager to Execute the Second Amendment to the Professional Services Agreement, in a Form Approved by the City Attorney, with CH2M, Inc., for the 3Kings Water Treatment Facility (3KWTF) Phase III Design Services in an Amount Not to Exceed \$5,870,000:

Clint McAfee, Roger McClain and Michelle DeHaan, Public Utilities, presented this item. McClain stated this project went through the planning process and the Conditional Use Permit (CUP) and Master Planned Development (MPD) were approved at the October 24th Planning Commission meeting. The next step was the design phase and he indicated the proposed contract was consistent with the fees presented at previous Council meetings.

Council Member Henney stated Council heard neighborhood concerns about the construction mitigation plan. McClain indicated they would work with staff and neighbors in the future to develop a mitigation plan. Council Member Joyce explained construction mitigation wasn't addressed by the Planning Commission until the plat approval. There was better tracking of conditions now, but normally the public didn't get to participate in the construction mitigation process. It was suggested to discuss this in a neighborhood open house.

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

Council Member Henney moved to authorize the City Manager to execute the Second Amendment to the Professional Services Agreement, in a form approved by the City Attorney, with CH2M, Inc., for the 3Kings Water Treatment Facility (3KWTF) Phase III Design Services in an amount not to exceed \$5,870,000. Council Member Ware Peek seconded the motion.

RESULT: APPROVED

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

2. Consideration to Authorize the Public Utilities Director to Enter into an Amended Stipulated Compliance Order for the Judge and Spiro Tunnel Utah Pollutant Discharge Elimination System Permits between Park City Municipal Corporation and the Utah Division of Water Quality, in a Form Approved by the City Attorney:

Clint McAfee, Michelle DeHaan, and Roger McClain, Public Utilities, and Erica Gaddis, Division of Water Quality, presented this item. Gaddis stated the original stipulated compliance order (SCO) would be a tremendous burden on the water user and the amended stipulated compliance order would enable the State to see water improvements earlier. She indicated she appreciated the City's efforts in amending the order.

McAfee reviewed the background for the Judge and Spiro Tunnels. There was a lot of testing, designing and cost estimating, and his team found it would be very expensive to come into compliance. The existing SCO called for compliance by 2024 for Judge and 2033 for Spiro Tunnels respectively, with a treatment plant that could accommodate 10,000 gallons per minute (gpm). The amended SCO would require a 3,000 gpm capacity treatment plant and would incrementally treat Spiro Tunnel while fully treating the Judge Tunnel. Other benefits included the smaller plant could fit on the golf course, 30 day average flow rates, and a reduction in annual operations and maintenance

costs. It was indicated the operating cost savings would be in the millions each year and \$30 million would be saved in capital costs.

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 indicated it was amazing that the Water Department thought of creative solutions which benefited the community with millions in cost savings.

Council Member Ware Peek moved to authorize the Public Utilities Director to enter into an amended Stipulated Compliance Order for the Judge and Spiro Tunnel Utah Pollutant Discharge Elimination System Permits between Park City Municipal Corporation and the Utah Division of Water Quality, in a form approved by the City Attorney. Council Member Joyce seconded the motion.

RESULT: APPROVED

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

McAffee gave an overview of the Water Quality Program and noted the items up for approval tonight represented only a portion of projects scheduled between now and 2023.

Council Member Ware Peek asked about the Jordanelle Special Service District (JSSD) energy project in upper Deer Valley. Nick Graue stated the JSSD connection was an energy efficient way to move water by cutting the length of the water movement.

6. Consideration to Authorize the City Manager to Execute a Construction Agreement, in a Form Approved by the City Attorney, with Alder Construction Company for the Golf Course Maintenance Facility Project for a Guaranteed Maximum Price (GMP) of \$4,500,935.01:

Nick Graue, Public Utilities Engineer, reviewed the progress with the Golf Course Maintenance Facility and noted the main goal was to respect the community in designing the building as well as to blend in with the surrounding area. They also prioritized the net zero energy goal and were matching the existing levels of service. Clint Daley, Parks Manager, indicated ADA compliant features, emergency access aisles and bigger exit doors were included, and there were other features that would allow the City to meet the MS4 water requirements. He also noted all chemicals would be contained.

Council Member Worel asked what would happen with golf operations during construction. Vaughn Robinson, Golf Manager, stated he hoped a portion of the driving range could remain open during construction.

Council Member Ware Peek asked if the cross country course would change and would that affect the White Pine operation. Robinson didn't think there would be a problem.

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

Council Member Gerber moved to authorize the City Manager to execute a Construction Agreement, in a form approved by the City Attorney, with Alder Construction Company for the Golf Course Maintenance Facility Project for a guaranteed maximum price of \$4,573,596.00. Council Member Ware Peek seconded the motion.

RESULT: APPROVED

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

4. Consideration to Authorize the City Manager to Execute the Design Professional Services Agreement, in a Form Approved by the City Attorney, with Bowen, Collins and Associates, for the 3Kings Water Treatment Plant Off-Site Improvements Design Services in an Amount Not to Exceed \$755,000:

Roger McClain explained the services included in the design services contract.

Council Member Worel asked what a pig launch vault was. McClain stated there was debris in the pipe so a swab was put in which pushed the debris out.

Council Member Ware Peek asked how much would be reimbursed from Weber Basin. It was indicated Park City paid one third of the cost and two thirds would be reimbursed by Weber Basin.

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

Council Member Joyce moved to authorize the City Manager to execute the Design Professional Services Agreement, in a form approved by the City Attorney, with Bowen, Collins and Associates, for the 3Kings Water Treatment Plant Off-Site Improvements Design Services in an amount not to exceed \$755,000. Council Member Ware Peek seconded the motion.

RESULT: APPROVED

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

5. Consideration to Authorize the City Manager to Execute an Agreement, in a form approved by the City Attorney, with Alder Construction Company for Early Contractor Involvement Pre-construction Services Associated with the 3Kings Water Treatment Plant Project in an Amount Not to Exceed \$183,500.00:

Roger McClain and Larry Alder, Alder Construction, presented this item. McClain stated this contract would combine two phases of design and preconstruction including value engineering. This was a difficult site and a difficult project so bringing the contractor on early was a value.

Alder stated they constructed the Quinn's Water Treatment Plant and had worked with the City for many years. This was a sensitive project and he was happy to be onboard early in the process.

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

Council Member Gerber moved to authorize the City Manager to execute an agreement, in a form approved by the City Attorney, with Alder Construction Company for Early Contractor Involvement Pre-construction Services associated with the 3Kings Water Treatment Plant Project in an amount not to exceed \$183,500.00. Council Member Worel seconded the motion.

RESULT: APPROVED

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

7. Consideration to Grant Nine (9) Non-Exclusive Wastewater Access and Maintenance Easements to the Snyderville Basin Water Reclamation District (SBWRD) for the Park City Back Nine Subdivision Plat, in a Form Approved by the City Attorney:

Nick Graue stated as a condition for the golf course subdivision, Park City needed to grant a sewer easement across the property.

Council Member Joyce disclosed he was a voting member of the SBWRD.

Council Member Worel noted that the public notice sent to the neighbors was concerning because they thought housing would be built. She suggested wording future notices differently.

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 grant nine (9) non-exclusive wastewater access and maintenance easements to the Snyderville Basin Water Reclamation District for the Park City Back Nine Subdivision Plat, in a form approved by the City Attorney. Council Member Gerber seconded the motion.

RESULT: APPROVED

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

VIII) ADJOURNMENT

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder

Council Agenda Item Report

Meeting Date: November 29, 2018

Submitted by: Beth Bynan

Submitting Department: Finance & Accounting

Item Type: Staff Report

Agenda Section: CONSENT AGENDA

Subject:

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

Suggested Action:

Approve

Attachments:

[Convention Sales License Staff Report](#)

[Exhibit A: November 29 CSL List](#)

[Exhibit B: November 29 CSL Map](#)



City Council Staff Report

Subject: Council Approval of Type 2 Convention Sales Licenses
Author: Beth Bynan, Business License Specialist
Department: Finance
Date: November 29, 2018
Type of Item: Consent

Summary Recommendation

Staff is requesting Council approval of the Type 2 Convention Sales License (CSL) applications listed in Exhibit A for operation during the 2019 Sundance Film Festival (Festival) contingent on passing the Final Inspection Post Application (FIPA).

Executive Summary

The Type 2 Convention Sales License applicants to date pending approval are shown in Exhibit A. The applicants have obtained a pre-inspection prior to application (PIPA), provided a site/floor plan stamped by a design professional with occupant load and paid the applicable license fees. Staff is requesting approval of the applications for Convention Sales Licenses during the 2019 Sundance Film Festival (Festival).

Background

The Sundance Film Festival attracts an increasing number of businesses/entities which conduct business within the Park City (City) limits on a short-term basis. These entities are not affiliated with the Sundance Film Festival nor are they official sponsors. The increase in number of these entities has created health, safety and wellness concerns for the City and its residents, including the City's ability to provide basic Police, safety and emergency services. The Finance Department as well as other City staff are inundated with Type 2 Convention Sales License applications in the months and weeks before the Festival starts.

Municipal Code 4-7-3(B)(2) retains Council authority to approve Type 2 CSL licenses. Prior to Council's consideration of the Type 2 CSL license application, the applicant must have a pre-inspection prior to application (PIPA). This inspection will highlight any issues related to the space prior to their final inspection. The inspection must accompany the license application along with accurate floor plans stamped by a design professional including the occupant load.

The process for a Type 2 CLS is as follows:

1. Obtain floor plans stamped by a design professional
2. Obtain a PIPA
3. Obtain receipt showing payment to Republic Services in the amount of \$100 to cover trash impacts (one receipt per location)
4. Make application with site plan, PIPA, and pay the appropriate fee
5. Finance requests approval from City Council
6. Obtain Council approval

7. Obtain a FIPA
8. Issue license

The Municipal Code for Type 2 CSL's allows the City to address issues related to adverse impacts or carrying capacity issues related to the licensed activity and volume. It also allows service departments, event staff and public safety to obtain a more adequate picture of the total public service demands for the Festival in a timeframe that provides for service level and cost adjustments. Staff has reviewed the applications for accuracy and completeness. Staff recommends that Council reviews and approves the applicants listed in Exhibit A. The applicant(s) listed has received a PIPA and if approved by Council, must receive a FIPA prior to the license being issued.

Conventional Chain Businesses

There are not any conventional chain businesses (CCBs) included on this list.

Alternatives for City Council to Consider

- 1. Recommended Alternative:** Approve the Type 2 CSL applications listed in Exhibit A subject to passing the FIPA.

Pros

- a. The applicants will be able to operate during the Festival.

Cons

- a. There are no anticipated negative impacts associated with approving the locations on Exhibit A.
- b. Null Alternative: If Council does nothing and does not grant approval, the applicants will not be permitted to operate at the specified host locations.

Pros: There are no perceived positive impacts from doing nothing.

Cons: The applicants will not be able to operate during the 2019 Festival.

Department Review

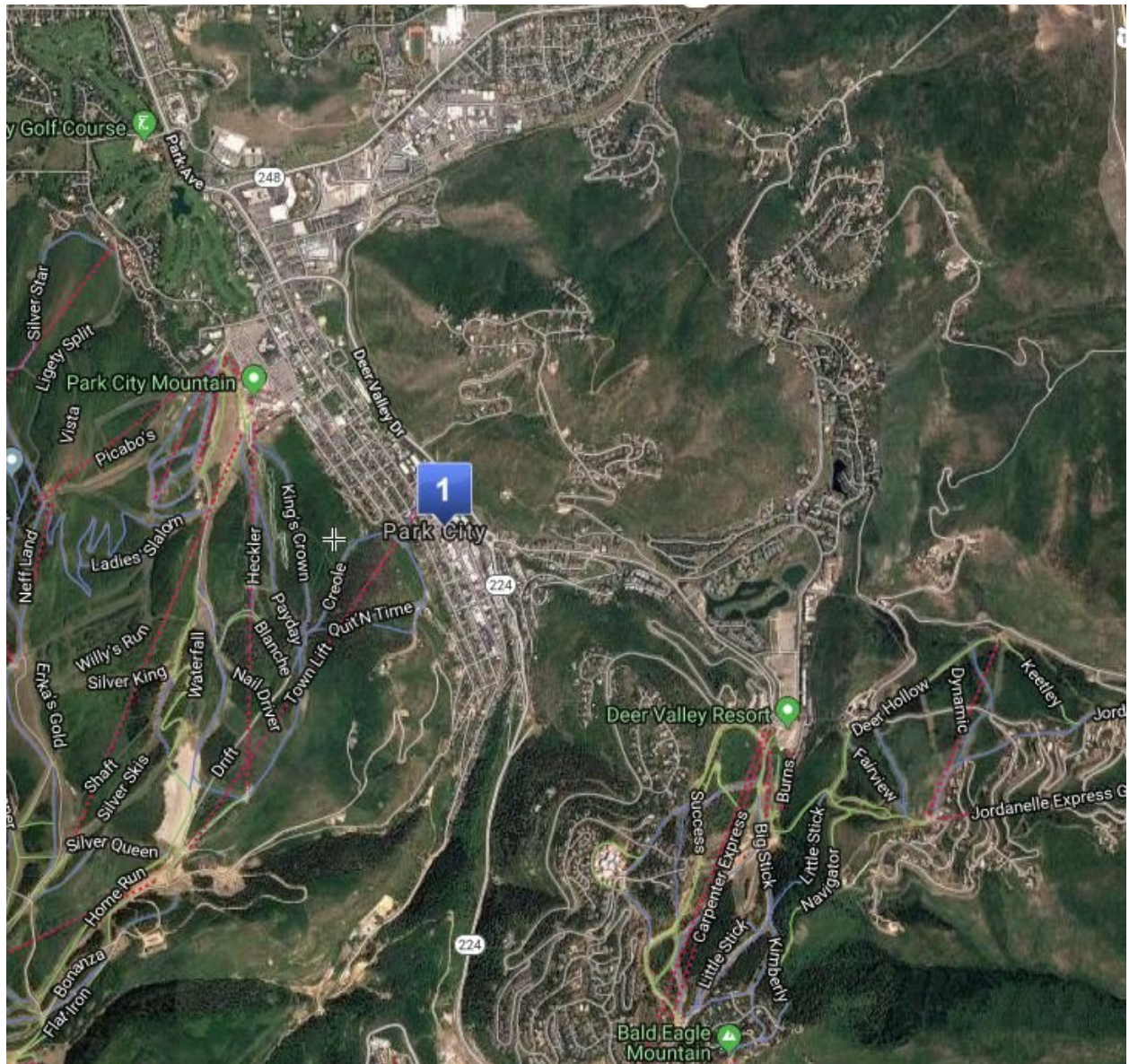
Finance, Special Events, Planning, Building, Sustainability, Legal, Executive

Attachments

Exhibit A - List of Locations-CSL

Exhibit B - Map of Locations-CSL

	Applicant Name	Location Address	Regular Tenant	Storefront
	To Be Approved			
1	MACRO	625 Main (Downstairs)	The Downstairs	N
2				
3				
4				
5				
6				
7				
19				
20				
21				
22				
	Previously Approved			
23				
24				
25				
26				
27				
28				
29				
Staff recommends a security plan for the highlighted address locations				



Council Agenda Item Report

Meeting Date: November 29, 2018

Submitted by: Amanda Angevine

Submitting Department: Ice Rink

Item Type: Staff Report

Agenda Section: CONSENT AGENDA

Subject:

Request to Approve a New Letter of Consent for the Inter-local Agreement with the Snyderville Basin Recreation District

Suggested Action:

Attachments:

[Ice Arena Inter Local Agreement Letter of Consent 2018 Staff Report](#)

[Exhibit A: 2018 Proposed Letter of Consent](#)

[Exhibit B: August 2004 Inter Local Agreement](#)

[Exhibit C: Staff Report-Ice Interlocal Agreement Update 2015](#)

[Exhibit D: 2015 Letter of Consent](#)

[Exhibit E: Replacement Reserve Fund Schedule - A](#)

[Exhibit E: Replacement Reserve Fund Schedule - B](#)

City Council Staff Report

Subject: Park City Ice Arena Inter- local Agreement Renewal
Author: Amanda Angevine, General Manager
Department: Ice Arena
Date: November 29, 2018
Type of Item: Administrative

Summary Recommendation

Staff recommends Council approval of a new Letter of Consent for the Inter-local Agreement that outlines the operation and funding of the Park City Ice Arena with the Snyderville Basin Recreation District (Basin). (Attachment A)

Background

In August of 2004 an Inter-local Agreement (Attachment B) outlined the cooperative construction and operations of the Park City Ice Arena between the Basin and the City. Every three years a new Letter of Consent is drafted to carry forth this agreement and the current agreement is dated December 9, 2015 (Attachment C, D)

Funding

The current agreement specifies a \$50k contribution from both the City and Basin. During the capital budgeting process for fiscal year 19, the Capital Improvement (CIP) Committee recommended each entity increase their annual contribution from \$50k to \$80k in anticipation of equipment replacement that otherwise does not have sufficient funding secured. It was anticipated that both entities would increase contributions equally to cover the anticipated financial needs of the Capital Replacement Reserve Fund (CRRF). A schedule for the anticipated replacements is available in Attachment E. The City approved the \$30k increase but Basin was not able to secure this increase through their budgeting process. The proposed Letter of Consent includes one change, articulating the \$30k increase in funding to the Ice Arena's CRRF provided by the City.

Although the Basin is not committing to increasing their annual contribution in alignment with the City, they are open to providing additional funding for the anticipated equipment replacement at the time of replacement, similar to how the two entities equally contributed additional funding to replace the Ice Arena's evaporative condenser in 2016 when there was otherwise insufficient funding.

Recommendation

Staff is recommending approval of the proposed Letter of Consent as failure to update it would result in a lapse of the current Letter of Consent, to ensure the \$50k annual contribution from the Basin.

Moving forward without the proposed contribution of \$80k from the Basin is concerning as the equipment replacement anticipated with the increase is critical to the operation. During the fiscal year 20 budgeting process, staff will submit budget requests to address the short fall so there is no potential for a lack of funding when necessary equipment requires replacement.

Attachments

- A 2018 Letter of Consent (For Approval)
- B August of 2004 Inter Local Agreement
- C Staff Report, 2015 Inter Local Agreement Update & Letter of Consent
- D 2015 Letter of Consent
- E Replacement Reserve Fund Schedule

LETTER OF CONSENT

Purpose:

The Interlocal Agreement between Park City Municipal Corporation (the “City”) and the Snyderville Basin Special Recreation District (“District”) (individually, each a “Party,” collectively, the “Parties”) was approved August 31, 2004, and the Ice Arena opened in February, 2006. This letter is intended to fulfill obligations of the Parties with respect to Article 4, "Operation of the Ice Facility" and specifically Section 4.3 "Operating Contributions" paragraph (a)(2)v:

“The District and the City agree to review the amount of annual contributions and Use Guidelines every third year following the opening of the Ice Facility and to mutually agree upon allocations to the Ice Facility Reserve Fund, the CRRF and the Expansion Fund.”

Definitions:

“*Ice Facility Reserve Fund*” shall mean the monies set aside to cover any operating budget deficits.

“*Capital Replacement Reserve Fund*” (*CRRF*) shall mean the monies set aside to fund Capital Equipment Replacement and capital improvements as needed from time to time for long-term upkeep of the Ice Facility.

“*Expansion Fund*” shall mean the monies set aside to fund future Ice Facility expansion which may include but are not limited to contributions by the Parties, and/or grants and gifts.

“*Fiscal Year*” refers to July 1- June 30, the fiscal year utilized by the City.

Background:

Consent to allocation between Funds for the period 2009-2012:

On May 6, 2009, the District and the City completed the first three-year review. Consent was given by the District for the following reallocation of funds:

- The existing fund balance of \$25,000 in the Expansion Fund, plus interest accrued, shall be reserved and restricted for the master plan and conceptual design specific to future expansion of the facility.
- Allocation of the annual District contribution will go to the CRRF. Article 4, Section 4.3 (3) of the Interlocal Agreement states that the CRRF may be used for Ice Facility replacement items that carry a useful life of more than one year and have a minimum cost of \$1,000.

Consent to allocation between Funds for the period 2012 - 2015:

On December 12, 2012, the District and the City completed the second three-year review. Consent was given by the District for the following reallocation of funds:

- In 2011-2012, \$15,000 of the fund balance of \$25,000 in the Expansion Fund was used for future planning, including a Recreation Facilities Demand Study completed in December, 2011 and the

Community Interest and Opinion Survey, dated June 1, 2012, leaving a balance of approximately \$10,000 in the “Expansion Fund.” The remaining funds are to be used for the master plan and conceptual design specific to future expansion of the Ice Facility.

- Allocation of \$35,000 of the annual District contribution will go to the CRRF to be used for Ice Facility replacement items that carry a useful life of more than one year and have a minimum cost of \$1,000.
- Allocation of up to \$15,000 of the annual District contribution will be to the Ice Facility Reserve Fund, the use of which will be restricted to costs of repair which exceed \$1,000 of Ice Facility replacement items as defined above. Any funds remaining from this portion of the contribution which are unused shall be allocated to the CRRF at the end of each fiscal year.

Consent to allocation between Funds for the period 2015 - 2018:

On December 9, 2015, the District and the City completed the third three-year review. Consent was given by the District for the following reallocation of funds.

- Allocation of the annual District contribution of \$50,000 will go to the CRRF. The District’s contribution in the CRRF may be used for the following:
 - Items included in the Capital Schedule, attached in Exhibit A.
 - Replacement items that carry a useful life of more than one year and have a minimum cost of \$1,000.
 - Repairs or maintenance on mechanical systems which exceed \$500, or for lesser invoices that are a part of a Special Service Contract and anticipated to total over \$1,000 annually, as specified in the December 2015 Addendum between the Parties.

2018 Review Summary:

The City decided in June 2018 to contribute \$80,000 annually to the CRRF to increase funding for anticipated replacement projects that were not in the original Capital Improvement Schedule. The City requested the District consider increasing its annual contribution to \$80,000 to assist in the funding of these projects. After much discussion, the District’s Administrative Control Board decided not to increase the District’s annual contribution at this time due to other District budget priorities, as well as the uncertainty of the Ice Arena’s expansion.

Consent to allocation between Funds for the period 2019 - 2021:

On December 13, 2018, The District Board voted at its regularly scheduled meeting for the following allocation of the District’s contribution between the Funds.

- The allocation of the annual District contribution of \$50,000 to the CRRF will remain the same as was consented to in December 2015.

The District Board reserves the right to modify the distribution at the time of the third-year review in 2021. Either Party has the right to request renegotiation of this agreement at any time. It is anticipated that this Letter of Consent will be reviewed and possibly renegotiated should a decision be made to expand the current facility.

This Letter of Consent is dated December 13, 2018.

Acknowledgment:

Mayor
Park City Municipal Corporation

Attest:

Acknowledgment:

Board Chair
Snyderville Basin Special Recreation District

Attest:

Interlocal Cooperative Agreement for Regional Ice Facility

THIS INTERLOCAL COOPERATIVE AGREEMENT (this "*Agreement*") is entered into effect August 26, 2004 by **SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT** (the "*District*"), and by **PARK CITY MUNICIPAL CORPORATION** (the "*City*"), each political subdivisions of the State of Utah (collectively referred to herein as the "*Parties*"), for the purpose of outlining responsibilities associated with the cooperative construction and operation of a recreational ice facility.

RECITALS:

A. UTAH CODE ANN. § 11-2-1 authorizes governmental entities such as the Parties to designate, acquire, equip, operate and maintain public recreational facilities.

B. The "Interlocal Cooperation Act," UTAH CODE ANN. §§ 11-13-101 to -313, as amended (the "*Act*"), enables governmental entities such as the Parties to cooperate with each other on the basis of mutual advantage to more efficiently provide governmental facilities, services and improvements to the general public, including, without limitation, public recreational facilities.

C. The Parties are each committed to promoting the health and welfare and enhancing the quality of life for their citizens.

D. In furtherance of those purposes, the Parties desire to jointly develop an ice skating facility available to the public (the "*Ice Facility*"), to enhance recreational opportunities within the geographical region where both are situated (the "*Region*"), thereby promoting the health, safety and welfare of their citizens.

E. The Parties have each determined that the Ice Facility will prove a valuable asset to their respective constituents and the development thereof is fully consistent with their respective institutional missions and the public interest.

F. Park City voters, via special bond election held November 6, 2001, authorized the City to issue general obligation bonds in an amount not to exceed Four Million Dollars (\$4,000,000.00) to construct an ice facility and make park improvements (\$2,000,000.00 to be used for the Ice Facility and \$2,000,000.00 for use towards other park improvements). The City's use of such bond proceeds to construct, maintain, own, and operate the Ice Facility pursuant to this Agreement is intended to fulfill the City's obligations to construct an ice facility pursuant to said bond election.

G. District voters, in a special bond election held on November 6, 2001, authorized the District to issue general obligation bonds ("the Bonds") for the purpose of acquiring, constructing and equipping an ice rink and other recreation facilities, and the District intends to use funds received as proceeds from the sale of the Bonds for the District share of the cost of the initial construction of the Ice Facility subject to this Agreement to fulfill the obligation of the District to provide the Ice Facility authorized in the special bond election.

H. This Agreement shall not become effective until it is first approved by resolution of the District Administrative Control Board (the "*District Board*") and of the City's City Council, as evidenced by the execution hereof by the appropriate officers of the District and the City.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, the Parties' mutual covenants and undertakings, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows in compliance with and pursuant to the provisions of the Act:

ARTICLE 1 DEFINITIONS; INTERPRETATION

Section 1.1. **Definitions.** In this Agreement and any amendments hereto, the following terms shall have the meanings specified below:

"*Act*" shall mean the Interlocal Cooperation Act, UTAH CODE ANN. §§ 11-13-101 to -313, as amended.

"*Agreement*" shall mean this "Interlocal Cooperative Agreement for Regional Ice Facility."

"*City*" shall mean Park City Municipal Corporation and its successors.

"*District*" shall mean Snyderville Basin Special Recreation District and its successors.

"*Parties*" shall mean both the City and the District collectively

"*Ice Facility*" shall mean the regional ice rink and associated required parking facility designed, constructed, and operated pursuant to this Agreement. As used herein, "Ice Facility" shall not include the City-owned real property upon which the regional ice rink will be located.

"*Lease*" shall mean any lease, sublease, operating, management or similar agreement affecting the Ice Facility.

"*Net Operating Deficit*" shall mean the negative difference between all revenues and all expenditures of the Ice Facility, with the exception of general obligation bond debt payments of the District and the City.

"*Net Operating Profit*" shall mean the positive difference between all revenues and all expenditures of the Ice Facility, with the exception of general obligation bond debt payments of the District and the City.

"*Ice Facility Reserve Fund*" shall mean the monies set aside to cover any operating budget deficits.

“Capital Replacement Reserve Fund” (CRRF) shall mean the monies set aside to fund Capital Equipment Replacement and capital improvements as needed from time to time for long-term upkeep of the Ice Facility.

“Expansion Fund” shall mean the monies set aside to fund future Ice Facility expansion which may include but are not limited to contributions by the Parties, and/or grants and gifts.

“Use Guidelines” shall mean operating goals and objectives of the Ice Facility, as outlined by both Parties. They are intended to serve as advisory guidelines.

Section 1.2. **Interpretation.** This Agreement, except where the context by clear implication herein otherwise requires, shall be construed as follows:

- (a) Definitions include both singular and plural;
- (b) Pronouns include both singular and plural and cover both genders; and
- (c) The captions or headings of this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision, article or section of this Agreement.

ARTICLE 2

DESIGN, PLANNING AND CONSTRUCTION RESPONSIBILITIES

Section 2.1. **Intent:** The Parties recognize the value in combining financial resources to jointly construct, maintain, and operate the Ice Facility. The Parties also recognize the potential challenges of having multiple parties involved in the planning, design and construction. Therefore, given the contribution of land by the City and the nature of the larger proposed recreation complex project and the City ownership, the Parties agree that the City shall solely own the Ice Facility and will take the lead in the design, planning and construction of the Ice Facility. The City will involve District representatives in all stages of the design and construction phase so that District recommendations can be taken into consideration by the City. The District recommendations will be considered advisory only and shall not be controlling.

Section 2.2. **City Responsibilities.** The City will:

- (a) Complete all preliminary planning steps, to include site surveys, wetland studies, environmental reviews, and regulatory compliance coordination.
- (b) Complete all action steps related to annexing the City-owned property into the City limits.
- (c) Prepare and administer all RFP’s, professional service contracts, and construction agreements necessary to complete the design and construction of the Ice Facility.
- (d) Select and retain the services of an ice facility consultant who will be available for consultation during design and construction phases of the Ice Facility. The City will also actively seek to hire a General Manager of the overall recreation complex who has a background in ice facility management. It will be the City’s desire to select and phase in the hiring schedule of the General Manager so as to allow involvement in the planning and construction phases.

- (e) Prepare project and construction budgets that will define the anticipated costs associated with the Ice Facility.
- (f) Contribute all necessary land and \$2 million dollars towards the capital costs of designing, constructing and outfitting the Ice Facility.
- (g) Invite the District to participate and add recommendations in each of the above steps in an advisory capacity.
- (h) Budget annually and contribute a minimum of \$50,000 a year to the Operating Subsidies outlined in Section 4.3.
- (i) Provide to the public reasonable access to the ice rink located at the Park City Recreation Complex, which it operates and maintains. The City will make best efforts to balance local programming with tourist related revenue producing events. Efforts will be made to track direct and indirect benefits of hosting events. As a guideline, the City will look to reduce the operating deficit by promoting and hosting events. Local programming should not be negatively interrupted for events that do not see a net profit through direct and indirect revenues.

Section 2.3. District Responsibilities: The District will:

- (a) Appoint a representative(s) to assist the City in various design and construction stages outlined in Sections 2.1 and 2.2 herein.
- (b) Contribute \$2 million dollars towards the capital costs of designing, constructing and outfitting the Ice Facility.
- (c) Budget annually and contribute a minimum of \$50,000 a year to the Operating Subsidies outlined in Section 4.3.

Section 2.4. If after thirty (30) days written notice from the District and opportunity to cure, the City fails to budget and contribute the funds committed under the terms of this Agreement, then the District shall have the right to terminate this Agreement as provided in Articles 6 and 8 herein.

Section 2.5 If after thirty (30) days written notice from the City and opportunity to cure, the District fails to budget and contribute the funds committed under the terms of this Agreement, then this Agreement shall automatically terminate and the District shall forfeit all benefits and rights conferred upon the District and residents of the District by this Agreement, including but not limited to the balanced fee benefit provided at Section 5.3 and any claim or right to assets and/or remuneration pursuant to Article 6.

ARTICLE 3 FACILITY DESCRIPTION; FINANCIAL ISSUES

Section 3.1. **Description of the Facility.** The Ice Facility shall be owned solely by the City and will be located on City-owned land near the State Route 248 / Highway 40 interchange (Quinn's Junction). The facility area description and listing of minimum building components are described in greater detail in Exhibit "A" of this Agreement. No title or interest in the City-owned real property upon which the Ice Facility will be located shall transfer or otherwise vest in the District as a result of this Agreement.

Section 3.2. **Initial Capital Contributions.** In addition to City owned land, each Party agrees to fund \$2 million dollars toward the design, planning, construction and initial outfitting of the Ice Facility. By December 1, 2004, each Party will secure and have available funds of no less than \$2 million dollars to contribute towards the above outlined costs. The Parties agree that all work associated with Ice Facility improvements and outfitting of the Ice Facility will be paid for through use of the initial capital contributions and any monies raised through fundraising. Costs include, but are not limited to, surveys, legal descriptions, title reports, architectural design fees, construction costs, construction management fees, furniture, fixtures and equipment. Capital equipment shall include items defined in Exhibit "B". The CRRF will provide for Ice Facility repair and Ice Facility upgrades.

- (a) **Breakdown of Initial Capital Allocations** - The Parties agree that with the known funds available, the initial capital contributions will be divided as follows:
 - 1. Construction Costs = \$3.5 million
 - 2. Design & Outfitting Costs = \$.5 million
 - Total = \$4 million
- (b) **Review Period** – The City and District will meet upon completion of design development drawings to review cost estimates and options given the project budget of \$4 million dollars. Discussions at this time will evaluate the ability to deliver the project within budget or whether an amendment to this Agreement is necessary.
- (c) The Parties agree to address projected shortfalls prior to construction bid advertisement through reduction in scope and/or through capital campaign efforts. Amendments to this Agreement pursuant to Section 9.12 may be necessary.
- (d) In the event cost estimates exceed available funds, the Parties agree to value engineer the project, which may include further reductions in scope.

ARTICLE 4 OPERATION OF THE ICE FACILITY

Section 4.1. **Management.** The City will oversee management and operation of the Ice Facility and overall Quinn's Junction Recreation Complex. A professional ice facility manager (the "*General Manager*") will be hired as required by Section 2.2.d. above, employed by the City and be responsible for managing the Ice Facility.

Section 4.2. **Annual Budget.** An annual budget breaking down the costs of operating the Ice Facility will be prepared by the General Manager and incorporated into the City's overall budgeting system, in accordance with Section 4.3, below.

Section 4.3. Operating Contributions.

(a) Annual Net Operating Deficit/Profit. The Parties acknowledge the expectation that the Ice Facility will not achieve 100% cost recovery on the operating costs through revenues generated by the Ice Facility. A long-range plan of minimizing the operating deficits and targeting a break-even or possibly a net operating profit will be a goal of the General Manager. In the event that there is a Net Operating Profit, the City will accumulate that profit into an undesignated fund balance to offset future net operating deficits. The Parties agree as follows:

(1) Funds. The City shall create three funds ("Funds") for the purpose of reducing the anticipated annual Net Operating Deficit (Ice Facility Reserve Fund), and accumulating monies for the Capital Replacement Reserve Fund (CRRF) and Expansion Fund. Said funds may be augmented through grant applications and other sources. The funds will be placed in interest-bearing accounts managed by the City, in accordance with rules of the State Money Management Act, UTAH CODE ANN. §§ 51-7-1, *et seq.*

(2) Annual Operating Subsidies.

- i. City Responsibilities. The City will annually budget for and contribute a minimum of \$50,000 per fiscal year into the Funds in accordance with Subsection v. below. The City will track and report on the Ice Facility's budget performance.
- ii. District Responsibilities. The District will budget for and contribute a minimum of \$50,000 per fiscal year into the Funds, in accordance with Subsection v. below. It is understood by the Parties that the District intends to generate contributions through RAP tax grant applications by the SBSRD in the first two years of operation. In the event that RAP tax proceeds exceed \$50,000 in the first two years of operation, the SBSRD will commit an additional 50% of any RAP receipts in excess of the \$50,000 minimum. In subsequent years, the District's contribution will not be more or less than \$50,000 per year even with fluctuations in the Ice Facility budget, unless amended pursuant to item v. set forth below. It is also understood by the Parties that should RAP tax grants be unavailable to the District, then the District will contribute their minimum \$50,000 annual payment through other funding mechanisms.
- iii. The allocation of the District contribution will be distributed based on the "District's Annual Payment Distribution Schedule" as outlined within Exhibit B pursuant to the following order of priority in the three basic categories of:
 1. Ice Facility Reserve Fund
 2. Capital Replacement Reserve Fund
 3. Expansion Fund
- iv. The District and City commit to making funding contributions under the following schedule, or as otherwise agreed to by the Parties with the intent that the contributions generally occur during the first two years of Ice Facility operations:

- a. First Payment – December 15, 2005, or 6 months prior to scheduled facility completion date, whichever comes later.
 - b. Second payment – by December 15, 2006
 - c. Subsequent years – by December 15th of each subsequent year
 - v. The District and the City agree to review the amount of annual contributions and Use Guidelines every third year following the opening of the Ice Facility and to mutually agree upon allocations to the Ice Facility Reserve Fund, the CRRF and the Expansion Fund.
 - a. The review will include a specific evaluation of the allocation to the Ice Facility Reserve Fund, and the allocation to the CRRF to verify growth in the CRRF through an annual transfer to be specified as a line item in the Ice Facility budget. It is the long-term goal of the District for their annual contribution to go to the CRRF and Expansion fund.
 - b. Any withdrawal from the CRRF by the City will require notice to the District. Fund activity and balance will be reported annually as a part of the City's annual independent audit.
- (3) Ongoing Maintenance. The Parties anticipate that the City will recover (to the extent possible) the Ice Facility's maintenance costs through user fees, as assisted by the Parties' annual contributions and the accumulated Ice Facility Reserve Fund. The Parties Agree that the CRRF may be used for Ice Facility replacement items that carry a useful life of more than one year and have a minimum cost of \$1,000.
- (4) The City will set fees and program activities for the Ice Facility in conformance with the terms of this Agreement and utilizing Exhibit C – "Use Guidelines" as a tool to assist in determining the right mix and balance of operating fees and activity schedules.
- (5) Fundraising. In addition to revenue generation through traditional user fees and concessions, the City & District shall endeavor to increase revenues through efforts to obtain sponsorships, individual donations, and various charitable contributions. Acceptable means of revenue generation include, but are not limited to, dasher board and program advertising, sponsorships and grant writing.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

Section 5.1. **Filing of Agreement.** The Parties each covenant that this Agreement shall be filed with its keeper of records as required by the Act.

Section 5.2. **No Litigation.** The Parties each represent and warrant that there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened to which the District or the City, as applicable, is a party or to which any of its property is subject which, if determined adversely to such Party, would individually or in the aggregate (a) affect the validity or the enforceability of this Agreement, or (b) otherwise materially adversely affect such Party's ability to comply with its obligations hereunder.

Section 5.3. Residents of the District shall not be charged any cost for the use of the Ice Facility in excess of the cost paid by residents of the City for the use of the Ice Facility. City residents shall not be granted discounts or any other economic reduction in the cost of use not equally available to residents of the District for use of the Ice Facility. The intent of this provision is to make access to and use of the Ice Facility for residents of the District equal to the costs and terms for access to and use of the Ice Facility for City residents during the period this Agreement is in force.

ARTICLE 6 TERM; TERMINATION

Section 6.1. **Term.** This Agreement shall be in full force and effect and be legally binding upon the Parties only after its execution, following approval by resolution by the District Administrative Control Board and the City's City Council and shall run for a term of fifty (50) years or the maximum duration allowed by Utah Code Ann. § 11-13-216, as amended, if such maximum duration exceeds fifty (50) years.

Section 6.2. **Termination.** Unless terminated pursuant to the default provisions at Sections 2.4 and 2.5 and Article 8 herein, or upon expiration of the term of this Agreement pursuant to Section 6.1 herein, this Agreement may be terminated only via amendment to this Agreement duly executed by the Parties pursuant to Section 9.12 herein.

Section 6.3. **Disposition of Assets Upon Termination.** Upon termination of this Agreement pursuant to Section 6.2 herein, the Parties hereby agree that the City shall retain all ownership, use, and control rights to the Ice Facility and that the City shall pay to the District a settlement amount equal to the depreciated value of the District's total capital contributions pursuant to this Agreement.

ARTICLE 7 INDEMNIFICATION; INSURANCE

Section 7.1. **Indemnification.** The Parties are governmental entities under the "Utah Governmental Immunity Act" (UTAH CODE ANN. § 63-30-1, *et seq.*) (the "*Immunity Act*") and shall enjoy all of the immunities, benefits and protections thereunder. Consistent with the terms of the

Immunity Act, and as provided herein, the District, the City each are responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees.

Section 7.2. **Insurance.** The City shall maintain public liability and Building and Contents Insurance as required by approved City standards.

ARTICLE 8 DEFAULT

A Party shall be in default under this Agreement if it fails to perform any obligation hereunder within thirty (30) days after written demand by the other Party. Upon a Party's uncured default hereunder, the non-defaulting Party shall be entitled to pursue any and all remedies available at law or in equity. Prior to terminating this Agreement for default pursuant to Section 2.4 or 2.5 herein, the non-defaulting Party shall deliver written notice of its intent to terminate the Agreement to the Party in default. If the Party in default fails to cure the default within thirty (30) days of such notice, this Agreement shall automatically terminate.

ARTICLE 9 GENERAL PROVISIONS

The following provisions also are integral to this Agreement:

Section 9.1. **Applicable Law.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah.

Section 9.2. **Integration.** This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties relating to the subject matter hereof and constitutes the entire contract between the Parties.

Section 9.3. **Time.** Time is the essence hereof.

Section 9.4. **Survival.** All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

Section 9.5. **Waiver.** No failure by a Party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any Party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other Party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

Section 9.6. **Rights and Remedies.** The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

Section 9.7. **Severability.** In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

Section 9.8. **Litigation.** If any action, suit or proceeding is brought by a Party against the other Party with respect to a matter or matters covered by this Agreement, all costs and expenses of the prevailing party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the nonprevailing party. Unless otherwise expressly provided in this Agreement, no breach of this Agreement shall entitle any party to unilaterally cancel, rescind or terminate this Agreement; but such limitations shall not affect in any manner any other rights or remedies which either party may have by reason of any such breach.

Section 9.9. **Exhibits.** All exhibits annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such exhibits and writings.

Section 9.10. **Counterparts.** This Agreement may be executed in several counterparts, any one of which shall be regarded for all purposes as one original.

Section 9.11. **Further Acts.** The Parties agree that they will execute any and all deeds, instruments, documents and resolutions or ordinances necessary to give effect to the terms of this Agreement.

Section 9.12. **Amendment.** This Agreement shall not be modified or amended except in writing, which shall be signed by the duly authorized representative of each of the Parties after the adoption of a resolution by their respective governing bodies approving the modification or amendment, provided, however, that if the Parties have outstanding debt, no amendment to this Agreement may be made which would have a material adverse impact on the debtors without the prior consent of said debtors.

Section 9.13. **Assignment.** Neither Party may assign any interest herein without consent of the other Party and receipt by the City and the District of an opinion of counsel to the effect that such assignment is authorized under the Act. The terms of this Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of the Parties.

Section 9.14 **Notices.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the Parties as set forth below:

8-26-2004

If to the District:

Snyderville Basin Special Recreation District
Attention: District Administrator
P.O. Box 980127
Park City, UT 84098

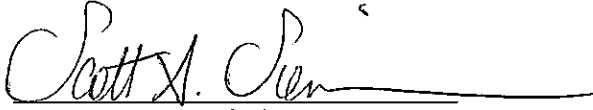
If to the City:

Park City Municipal Corporation
Attention: City Manager
P.O. Box 1480
Park City, UT 84060

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

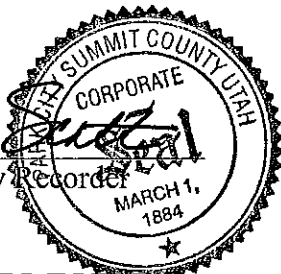
ATTEST:

SNYDERVILLE BASIN SPECIAL
RECREATION DISTRICT


Scott Siemon, Clerk

 8/31/04
Tim Douglas, Board Chair

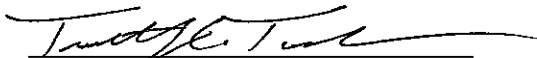

Janet M. Scott City Recorder



PARK CITY MUNICIPAL
CORPORATION


Dana Williams, Mayor

APPROVED AS TO FORM:


Timothy C. Twardowski,
Assistant Park City Attorney

PARSONS, ~~DAVIES~~, KINGHORN & ~~PETERS~~ ^{HARRIS}

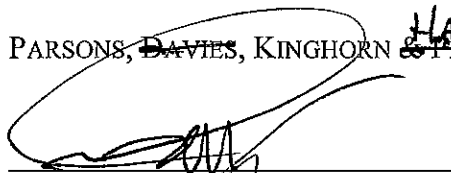

Gerald H. Kinghorn,
Attorney for the Snyderville Basin
Special Recreation District

Exhibit A

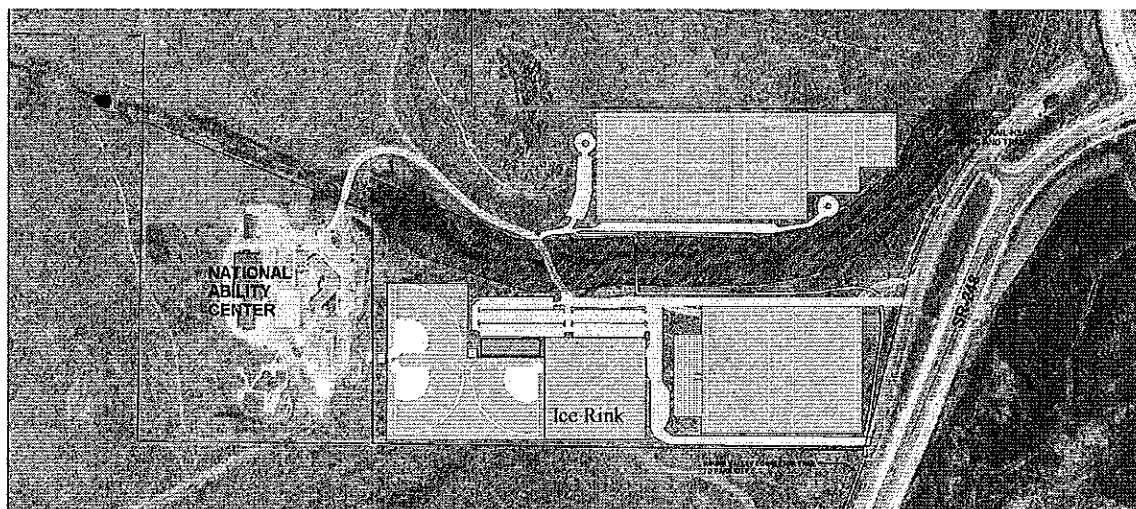
Ice Facility Area Description, Components, Concept Drawing

I. Area Description:

The Ice Facility will be located on City-owned land near the State Route 248 / Highway 40 interchange (Quinn's Junction).

II. Ice Facility Components:

- a) Initial construction is proposed to include a minimum:
 - (1) 100' x 200' enclosed ice sheet
 - (2) Bleacher seating (200-300, plus slab space to allow for temporary bleacher seating for an additional 300-400).
 - (3) Four Team locker rooms, 1 ref/family,
 - (4) restrooms for a minimum of 600,
 - (5) concession area for skate rentals and sharpening
 - (6) entry vestibule/ticket sales/warming area
 - (7) food and pro shop "flex space,"
 - (8) mechanical and zamboni storage
 - (9) meeting/party room(s)
 - (10) Office Space
- b) Conceptual Drawing:



PROPOSED RECREATION COMPLEX

PARK CITY
RECREATION COMPLEX
DRAFT

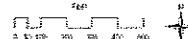


Exhibit B

Estimated Initial Furnishings, Fixtures & Equipment

Ice Resurfacers (Zamboni)	1	\$	90,000.00
Edger for ice Maintenance	1	\$	4,000.00
Flooding hoses/ shovels/squeegees		\$	1,000.00
Ice Painting Equipment	1	\$	2,500.00
Hockey Nets (pairs)	2	\$	3,000.00
Scoreboard	1	\$	9,500.00
Handtools and Hardware		\$	3,500.00
Floor Scrubber	1	\$	6,000.00
Vacuum and Cleaning tools		\$	1,500.00
Ladders		\$	1,500.00
Concession Equipment		\$	45,000.00
Chairs & tables		\$	25,000.00
Smallwares		\$	25,000.00
Phone system	1	\$	20,000.00
Computers		\$	10,000.00
Office Furniture		\$	10,000.00
Cash Registers		\$	2,500.00
Specialty Audio / Video Equipment		\$	-
Photocopiers/Fax machines	1	\$	15,000.00
Rental Skates / Helmets	600 pair	\$	45,000.00
Skate Aides	50	\$	2,500.00
Skate Sharpening Machines	2	\$	20,000.00
TOTAL		\$	342,500.00

Estimated Capital Replacement Lifespans per Equipment Type

Equipment	Life Expectancy/yr	Cost	Comments	40 Year Life Cycle cost
Zamboni	10	\$90,000.00	Trade in Value (\$25,000.00)	\$195,000.00
Ice Edger	5	\$4,000.00		\$28,000.00
Hockey Nets	5	\$1,500.00		\$10,500.00
Scoreboard	20	\$10,000.00	Trade in Value (\$2,000.00)	\$8,000.00
Compressors	3	\$4,000.00	(2 compressors) Rebuilt on 3 year cycle	\$104,000.00
Chiller	20	\$50,000.00	Total Replacement	\$50,000.00
Condenser	20	\$45,000.00	Total Replacement	\$45,000.00
Coolant Pumps	15	\$5,000.00	Replacement	\$12,500.00
Dehumidifier	10	\$20,000.00	Desiccant Wheel Replacement	\$60,000.00
HVAC Units	20	\$15,000.00	Estimate 4 Units	\$60,000.00
Water Heaters	10	\$10,000.00	Estimate 2 Units	\$60,000.00
Rubber Skaters Flooring	10	\$50,000.00	Replacement of flooring in High Traffic Areas	\$150,000.00
Rental Skates	10	\$75.00pr.	Replace 50% of inventory every 5 years	\$67,500.00
Skate Sharpener	10	\$10,000.00	Trade In Value \$1000.00	\$54,000.00

Estimated Capital Replacement Costs by Year

(based on 40-year life cycle)

Year	Equipment Needed	Notes	Individual Equip. Cost	TOTAL COST FOR YEAR
3	Compressors	Two compressors at \$4,000 each	\$8,000	\$8,000
5	Ice Edger		\$4,000	
	Hockey Nets		\$1,500	\$5,500
6	Compressors	Two compressors at \$4,000 each	\$8,000	\$8,000
9	Compressors	Two compressors at \$4,000 each	\$8,000	\$8,000
10	Hockey Nets		\$1,500	
	Ice Edger		\$4,000	
	Zamboni		\$90,000	
	Dehumidifier	Desiccant Wheel Replacement	\$20,000	
	Water Heaters	Estimate 2 Units at \$10,000 each	\$20,000	
	Rubber Skaters Flooring	Replacement of flooring in high-traffic areas	\$50,000	
	Rental Skates	Three hundred skates at \$75/pair (replace 50% of inventory every 5 years)	\$22,500	
	Skate Sharpener	Two sharpeners at \$10,000 each	\$20,000	\$228,000
12	Compressors	Two compressors at \$4,000 each	\$8,000	\$8,000
15	Hockey Nets		\$1,500	
	Ice Edger		\$4,000	
	Compressors	Two compressors at \$4,000 each	\$8,000	
	Coolant Pumps	Replacement	\$5,000	\$18,500
18	Compressors	Two compressors at \$4,000 each	\$8,000	\$8,000
20	Skate Sharpener	Two sharpeners at \$10,000 each	\$20,000	
	Rental Skates	Three hundred skates at \$75/pair (replace 50% of inventory every 5 years)	\$22,500	
	Rubber Skaters Flooring	Replacement of flooring in high-traffic areas	\$50,000	
	Water Heaters	Estimate 2 Units at \$10,000 each	\$20,000	
	Dehumidifier	Desiccant Wheel Replacement	\$20,000	
	Hockey Nets		\$1,500	
	Ice Edger		\$4,000	
	Zamboni		\$90,000	

8-26-2004

	Scoreboard		\$10,000	
	Chiller	Total Replacement	\$50,000	
	Condenser	Total Replacement	\$45,000	
	HVAC Units	Estimate 4 Units at \$15,000 each	\$60,000	\$393,000
21	Compressors	Two compressors at \$4,000 each	\$8,000	\$8,000
24	Compressors	Two compressors at \$4,000 each	\$8,000	\$8,000
25	Hockey Nets		\$1,500	
	Ice Edger		\$4,000	\$5,500
27	Compressors	Two compressors at \$4,000 each	\$8,000	\$8,000
30	Skate Sharpener	Two sharpeners at \$10,000 each	\$20,000	
	Rental Skates	Three hundred skates at \$75/pair (replace 50% of inventory every 5 years)	\$22,500	
	Rubber Skaters Flooring	Replacement of flooring in high-traffic areas	\$50,000	
	Water Heaters	Estimate 2 Units at \$10,000 each	\$20,000	
	Dehumidifier	Desiccant Wheel Replacement	\$20,000	
	Coolant Pumps	Replacement	\$5,000	
	Hockey Nets		\$1,500	
	Ice Edger		\$4,000	
	Compressors	Two compressors at \$4,000 each	\$8,000	
	Zamboni		\$90,000	\$241,000
33	Compressors	Two compressors at \$4,000 each	\$8,000	\$8,000
35	Hockey Nets		\$1,500	
	Ice Edger		\$4,000	\$5,500
36	Compressors	Two compressors at \$4,000 each	\$8,000	\$8,000
39	Compressors	Two compressors at \$8,000 each	\$8,000	\$8,000
40	Skate Sharpener	Two sharpeners at \$10,000 each	\$20,000	
	Rental Skates	Three hundred skates at \$75/pair (replace 50% of inventory every 5 years)	\$22,500	
	Rubber Skaters Flooring	Replacement of flooring in high-traffic areas	\$50,000	
	Water Heaters	Estimate 2 Units at \$10,000 each	\$20,000	
	HVAC Units	Estimate 4 Units at \$15,000 each	\$60,000	
	Dehumidifier	Desiccant Wheel Replacement	\$20,000	
	Condenser	Total Replacement	\$45,000	
	Chiller	Total Replacement	\$50,000	
	Scoreboard		\$10,000	

8-26-2004

Hockey Nets	\$1,500	
Ice Edger	\$4,000	
Zamboni	\$90,000	\$393,000

Grand Total of Costs for 40 years **\$1,378,000**

* Forecasted expenditures include costs in year 40 that would extend the itemized equipments respective lifespan one more cycle.

District's Annual Payment Distribution Schedule

Year	Operating Deficit Contrib. (%)	Estimated Op Deficit Dollar Contrib	District CRRF Contrib. (%)	Estimated CRRF Contribution In \$	Estimated CRRF \$ need per above	District Expansion Fund (%)	Estimated Expansion Contribution In \$
1 - 2	90%	\$90,000	10%	\$10,000	\$0	0%	\$0
3 - 6	0%	\$0	75%	\$150,000	\$21,500	25%	\$50,000
7 - 10	0%	\$0	75%	\$150,000	\$236,000	25%	\$50,000
11-15	0%	\$0	75%	\$187,500	\$26,500	25%	\$62,500
16-20	0%	\$0	75%	\$187,500	\$401,000	25%	\$62,500
21-25	0%	\$0	50%	\$125,000	\$21,500	50%	\$125,000
26-30	0%	\$0	50%	\$125,000	\$249,000	50%	\$125,000
31-35	0%	\$0	50%	\$125,000	\$13,500	50%	\$125,000
36-40	0%	\$0	50%	<u>\$125,000</u>	<u>\$409,000</u>	50%	<u>\$125,000</u>
Totals		\$90,000		\$1,185,000	\$1,378,000		\$725,000

* May be amended per Section 4.3.2.v.

Exhibit C

Use Guidelines

The purpose of these Use Guidelines is to provide for the shared use of the Ice Facility for all Park City and Snyderville Basin residents, according to the parameters set forth herein, and to designate the rights and responsibilities of the Parties regarding the shared use of the Facilities.

1. User fees for City and District users shall be the same. At such time as it may occur that Summit County contributes capital and/or operational funding, the Parties will consider a similar County-wide User Fee.
2. The City agrees to provide to the public reasonable access to the ice rink located at the Park City Recreation Complex, which it operates and maintains. The City will make best efforts to balance local programming with tourist related revenue producing events. Efforts will be made to track direct and indirect benefits of hosting events. As a guideline, the City will look to reduce the operating deficit by promoting and hosting events. Local programming should not be negatively interrupted for events that do not see a net profit through direct and indirect revenues.
3. The Parties agree that it is acceptable for ice programming operations to commence on a seasonal schedule, October through April each year. At such time that the Facility's General Manager and City can project a net benefit to the budget for year-round ice operations, the decision will rest with the decision making authority of the City.
4. The Parties agree that prior to Ice Facility occupancy they will develop and adopt Ice Facility Use Policies that shall further define and refine the operational aspects of this Attachment C. The Ice Facility Use Policies shall govern the use of the Ice Facility by all persons and groups. The Parties may alter, change, and add any rules they deem necessary to protect the public and to operate and maintain the facility at a standard acceptable to the Parties.
5. Concessions and Pro-shop Revenues. The Parties agree that the General Manager will allocate concession and pro-shop revenues in a manner consistent with the activity driving the revenue collection. Additionally, the Parties understand that the capital improvement costs associated with any upgrades to the Ice Facility design for areas such as the pro shop and concessions area for the purposes of enhancing the use of the outside fields, will be funded from the associated Fields construction budget.
6. Event Revenues. Ticket prices, if any, for an event will be determined by the entity scheduling that event and all ticket revenues shall be the property of the scheduling entity, or as otherwise agreed to between the scheduling entity and the City. Upon consent of the City, concessions may be sold at the option of the entity scheduling the event. If the scheduling entity retains concession revenues received at its events, it is responsible for payment of all applicable taxes.
7. Taxes. Taxes, if any, due on ticket sales will be paid by the entity scheduling the event for which tickets were sold.

8. Suitable Use. The parties will use the Ice Facility only in the manner for which they were constructed, and will not make any permanent or substantial physical change to the Ice Facility without first obtaining written approval of the City and District.

9. Maintenance, Repairs and Utilities. The City shall arrange and pay all costs for the janitorial, utilities, garbage collection, repairs and maintenance on the Ice Facility.

10. Compliance with Applicable Law: The City and the District agree that Ice Facility Uses will comply with all applicable federal, state and local government laws, regulations, and orders. If a specific event or activity would violate any such law, regulation or order the Parties will take all steps necessary to comply therewith, including canceling the event if compliance is not possible.



City Council Staff Report

Subject: Park City Ice Arena Interlocal Agreement Renewal
Author: Amanda Angevine, General Manager
Department: Ice Arena
Date: November 19, 2015
Type of Item: Legislative – Resolution and Letter of Consent

Summary Recommendations:

Staff recommends Council approve a resolution approving the proposed Addendum to the 2004 Interlocal Agreement for the operation and funding of the Park City Ice Arena with the Snyderville Basin Special Recreation District. In addition, staff recommends Council's approval of a new Letter of Consent to carry forward when the current agreement expires on December 12, 2015.

Executive Summary:

The proposed Addendum allows money contributed by the Basin to be utilized for capital expenditures over \$500, whereas the current agreement only permits expenditures greater than \$1,000. In addition, the agreement removes the qualifying minimum for repairs or maintenance that are a part of a larger service agreement anticipated to be greater than \$1,000 in one fiscal year, with a specified vendor.

The drafted Letter of Consent acknowledges changes in the proposed Addendum and outlines a new process for communicating anticipated capital expenditures as well as how Ice Arena staff will obtain approval and report actual costs to Basin representatives.

Topic/Description:

Interlocal Agreement for the Park City Ice Arena with Snyderville Basin Special Recreation District.

Acronyms in this Report:

ILA	Interlocal Agreement
Basin	Snyderville Basin Special Recreation District
PCMC	Park City Municipal Corporation
PCIA	Park City Ice Arena
HVAC	Heating, Ventilating and Air Conditioning
CRRF	Capital Replacement Reserve Fund

Background:

In August of 2004 an Interlocal Agreement (Exhibit 1) outlined the cooperative construction and operations of the Park City Ice Arena between the Snyderville Basin Special Recreation District and Park City Municipal Corporation.

Section 4.3 (a) (2)(v) of the ILA states that “The District [Basin] and City [PCMC] agree to review the amount of annual contribution and Use Guidelines every third year following the opening of the Ice Facility and to mutually agree upon allocations...” Since 2004 the Parties have entered into a Letter of Consent which outlines the allocations. The current Letter of Consent expires December 12, 2015 (Exhibit 2).

The review will include a specific evaluation of the allocation to the Ice Facility Reserve Fund, and the allocation to the CRRF to verify growth in the CRRF through an annual transfer to be specified as a line item in the Ice Facility budget. It is the long-term goal of the District for their annual contribution to go to the CRRF and Expansion fund.

Any withdrawal from the CRRF by the City will require notice to the District. Fund activity and balance will be reported annually as a part of the City’s annual independent audit.

Analysis:

Addendum to the Interlocal Agreement (Exhibit 3)

The proposed Addendum allows money contributed by the Basin to be utilized for capital expenditures over \$500, whereas the current agreement only permits expenditures greater than \$1,000. In addition, the agreement removes the qualifying minimum for repairs or maintenance that are a part of a larger service agreement anticipated to be greater than \$1,000 in one fiscal year, with a specified vendor. Such agreements are known as Special Service Contracts and may be used to facilitate maintenance and repairs of specific operations at PCIA, including but not limited to refrigeration, plumbing and HVAC. Therefore, with this amendment there will be no minimum amount so long as the Special Service Contract is over \$1,000.

Invoices for capital expenditures do not always meet the qualifying minimum for payment using funds contributed by the Basin simply due to the dollar amount of the invoice. In some of instances staff could have purchased additional supplies or delayed the project in order incur more than \$1,000 in fees. In addition some invoices for repairs and maintenance total less \$1,000 but the annual repairs and maintenance on that system may be well over the qualifying amount. The intent of the proposed changes are to encourage staff to order the necessary amount of supplies, and no more as well as to pursue repairs and maintenance based on when they are needed and not when invoice will reach \$1,000.

The proposed addendum will go before the Basin’s Board on Wednesday, December 9th.

Together, staff from PCIA and the Basin have drafted the proposed Letter of Consent which upon approval will be valid for three years as outlined in the ILA. There are no proposed changes to the Basin’s annual contribution. Staff believes it is in our best interest to wait until the Recreation Master Plan is completed, and a collaborative

approach can be used to evaluate a possible ice arena expansion along with other future recreation projects, before considering changes to the operations and funding of PCIA. The agreement continues to enable either party to renegotiate at any time.

The proposed Letter also acknowledges the proposed Addendum and articulates a cooperative process to communicate and obtain approval for expenditures that will utilize contributions from the Basin. A new Capital Request Form (Exhibit A to the Letter of Consent) has also been implemented to obtain approval from Basin staff for expenditures utilizing their contributions. The current Capital Schedule is included in Exhibit B of the Letter of Consent. The Capital Schedule is a working document and will likely change with the addition of unanticipated projects and possible re-prioritization of funding.

Department Review:

This report has been reviewed by representatives of Basin Recreation (Megan Suhadolc) as well as City representatives from Ice, Recreation (Ken Fisher), Budget (Nate Rockwood), Legal (Polly McLean) and the City Manager's Office and their comments have been integrated into this report.

Alternatives:

A. Approve:

Staff recommends Council approve a resolution approving the proposed Addendum to the 2004 Interlocal Agreement for the operation and funding of the Park City Ice Arena with the Snyderville Basin Special Recreation District. In addition, staff recommends Council's approval of a new Letter of Consent to carry forward when the current agreement expires on December 12, 2015.

B. Deny:

The City would be responsible for all capital expenditures less than \$1,000. The Letter of Consent would not be up to date by the expectation articulated in the original ILA.

C. Modify:

Council can propose modifications to Basin Staff and their Board for either the ILA or the Letter of Consent.

D. Continue the Item:

Council can continue the item up until December 12, 2015 with no lapse in the Letter of Consent. The ILA can be updated at any time.

E. Do Nothing:

The City would be responsible for all capital expenditures less than \$1,000. The Letter of Consent would not be up to date by the expectation articulated in the original ILA.

Significant

Impacts:

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

Funding Source:

The Basin and PCMC each contribute \$50k annually to the Capital Replacement Reserve Fund. Neither of the proposed agreements change the contribution of either entity.

Consequences of not taking the recommended action:

The City would be responsible for all capital expenditures less than \$1,000. The Letter of Consent would not be up to date by the expectation articulated in the original ILA.

Recommendation:

Staff recommends Council approve a resolution approving the proposed Addendum to the 2004 Interlocal Agreement for the operation and funding of the Park City Ice Arena with the Snyderville Basin Special Recreation District. In addition, staff recommends Council's approval of a new Letter of Consent to carry forward when the current agreement expires on December 12, 2015.

- Exhibit 1- 2004 Interlocal Agreement Final
- Exhibit 2- 2012 Letter of Consent
- Exhibit 3- Proposed Addendum to ILA
- Exhibit 4- 2015 Proposed Letter of Consent
 - o Exhibit A- Capital Request Form
 - o Exhibit B- Capital Tracking
- Exhibit 5- 2015 Resolution- ILA

LETTER OF CONSENT

Purpose:

The Interlocal Agreement between Park City and the District was approved August 31, 2004, and the Ice Arena opened in February, 2006. This letter is intended to fulfill obligations of the parties with respect to Article 4, "Operation of the Ice Facility" and specifically Section 4.3 "Operating Contributions" paragraph (a)(2)v.

"The District and the City agree to review the amount of annual contributions and Use Guidelines every third year following the opening of the Ice Facility and to mutually agree upon allocations to the Ice Facility Reserve Fund, the CRRF and the Expansion Fund."

Definitions:

"*Ice Facility Reserve Fund*" shall mean the monies set aside to cover any operating budget deficits.

"*Capital Replacement Reserve Fund*" (*CRRF*) shall mean the monies set aside to fund Capital Equipment Replacement and capital improvements as needed from time to time for long-term upkeep of the Ice Facility.

"*Expansion Fund*" shall mean the monies set aside to fund future Ice Facility expansion which may include but are not limited to contributions by the Parties, and/or grants and gifts.

"*Minimum cost of \$1,000*" refers to the total cost of a given item during the fiscal year (July 1- June 30). Some purchases and services may have multiple invoices that together should be equal to or greater than \$1,000.

"*Fiscal Year*" refers to July 1- June 30, the fiscal year utilized by Park City Municipal Corporation.

Background:

Consent to allocation between Funds for the period 2009-2012:

On May 6, 2009, the District and the City completed the first three year review. Consent was given by the District for the following reallocation of funds:

- The existing fund balance of \$25,000 in the Expansion Fund, plus interest accrued, shall be reserved and restricted for the master plan and conceptual design specific to future expansion of the facility.
- Allocation of the annual District contribution will go to the Capital Replacement Reserve Fund (CRRF). Article 4, Section 4.3 (3) of the Interlocal Agreement states that the CRRF may be used for Ice Facility replacement items that carry a useful life of more than one year and have a minimum cost of \$1,000.

Consent to allocation between Funds for the period 2012 - 2015:

- In 2011-2012, \$15,000 of the fund balance of \$25,000 in the Expansion Fund was used for future planning, including a Recreation Facilities Demand Study completed in December, 2011 and the Community Interest and Opinion Survey, dated June 1, 2012, leaving a balance of approximately \$10,000 in the "Expansion Fund." The remaining funds are to be used for the master plan and conceptual design specific to future expansion of the ice facility.

- Allocation of \$35,000 of the annual District contribution will go to the Capital Replacement Reserve Fund to be used for Ice Facility replacement items that carry a useful life of more than one year and have a minimum cost of \$1,000.
- Allocation of up to \$15,000 of the annual District contribution will be to the Ice Facility Reserve Fund, the use of which will be restricted to costs of repair which exceed \$1,000 of Ice Facility replacement items as defined above. Any funds remaining from this portion of the contribution which are unused shall be allocated to the Capital Replacement Reserve Fund at the end of each fiscal year.

2015 Review Summary:

As of April 2015, Park City Municipal Corporation will contribute \$50,000 annually to the Capital Replacement Reserve Fund.

In May of 2015, the District approved that the remaining \$10,000 in the Expansion Fund be applied towards Conceptual Design Drawings provided by Victus Advisors. This will leave the Expansion Fund balance at \$0.

On _____, an addendum to the Inter Local Agreement was entered into to amend the minimum dollar amount for repairs and maintenance on mechanical systems to be applied to the Capital Replacement Reserve Fund from \$1000 to \$500.

Procedures:

- Ice Arena Staff will maintain a schedule of anticipated Capital Replacement Expenditures. The document will include:
 - Anticipated cost for each project
 - Actual dollars spent
 - The contributing source for each expenditure; the District, Park City Municipal Corporation, or any other sources
 - Year-end account balances of District expenditures and PCMC expenditures
- Unanticipated expenditures that receive approval from the District or that will be funded by another source, will be added to the schedule by the end of the fiscal year. The intention is that the schedule reflects the account balances at the end of the year. Items listed on the schedule that are not completed in a given fiscal year, may be moved later in the schedule or remain in the current year if the project is no longer of interest.
- Any expenditure made by PCMC using the District's contributed funds will require timely notice to the District, by submitting an Expenditure Request Form (Exhibit A) to the District's Business Manager. If the expense is greater than \$25,000 and the item is not listed in Capital Replacement Expenditures schedule, the Expenditure Request Form must be presented to the District's Business Manager by the first Friday of any given month, in order for the District to receive approval from their Board which meets on the second Wednesday of each month. Copies of this worksheet will be filed by each party.
- When new or revised Special Service Contracts are finalized, Ice Arena staff will email them to the District's Business Manager to inform the District of vendor information and details of the Special Service Contract that will qualify charges less than \$1,000 as appropriate expenditures to be paid for out of the Capital Replacement Reserve Fund.
- Within three months of the City's fiscal year end, Ice Arena Staff will:

- Provide a report of the CRRF which delineates funds provided by the District and PCMC, as well as a detailed record of the project account balance for which funds from the District are held and spent, to the District's Business Manager.
- Provide a summary of expenditures from the previous fiscal year and expected expenditures for the new fiscal year, along with the entire capital replacement schedule, to the District's Business Manager.
- Ice Arena Staff may be requested to present the previous and upcoming expenditures to the District's Board.
- Provide a current list of active Special Service Contracts to the District's Business Manager.

Consent to allocation between Funds for the period 2015 - 2018:

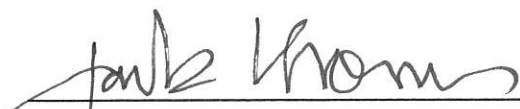
This letter is intended to document direction and consent given by the Snyderville Basin Special Recreation District Board at their regularly scheduled meeting on December 9, 2015 for the following allocation of the District's contribution between the Funds.

- Allocation of the annual District contribution of \$50,000 will go to the Capital Replacement Reserve Fund. The District's contribution in the CRRF may be used for the following:
 - Items included in the Capital Schedule, attached in Exhibit B.
 - Replacement items that carry a useful life of more than one year and have a minimum cost of \$1,000.
 - Repairs or maintenance on mechanical systems which exceed \$500, or for lesser invoices that are a part of a Special Service Contract and anticipated to total over \$1,000 annually.

The District Board reserves the right to modify the distribution at the time of the third year review in 2018. Either party has the right to request renegotiation of this agreement at any time. It is anticipated that this Letter of Consent will be reviewed and possibly renegotiated with the approval of an expansion on the current facility.

This Letter of Consent is dated December 9, 2015.

Acknowledgment:

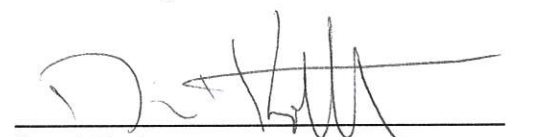

 Mayor
 Park City Municipal Corporation

Attest:

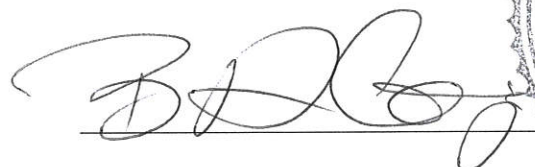

 Michelle Kellogg

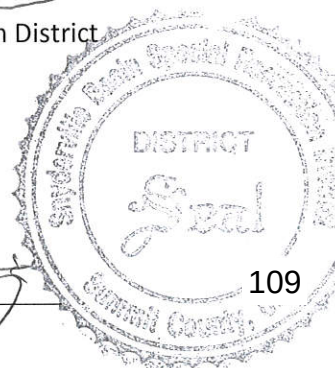


Acknowledgment:


 Board Chair
 Snyderville Basin Special Recreation District

Attest:





Expense Name	Description	Funding Source	Approval	Frequency	Total Estimated Expense	Actual Expense	Purchase Order	Notes
HVAC Maintenance/Repairs	Annual anticipated maintenance	Basin Fund- 031490		Annual	\$5,000			
Plumbing Maintenance/Repairs	Annual anticipated maintenance	Basin Fund- 031490		Annual	\$2,500			
Refrigeration System Maintenance	Annual Anticipated Maintenance-Two compressors at \$2,500 each	Basin Fund- 031490	qui-003810 approved 9.25.18	Annual	\$5,000	1544.79	QUI-003810	Emergency repairs/leak
	Annual Anticipated Maintenance- Condenser	Basin Fund- 031490		Annual	\$1,500			
Floor Scrubber Maint	Annual anticipated maintenance	Basin Fund- 031490		Annual	\$1,000			
Ice Resurface Maint	Annual anticipated maintenance	Basin Fund- 031490		Annual	\$3,500			
Hockey Nets	2 - set w/ netting and pads - Annual	Basin Fund-031490		Annual	\$3,000			
	Glue down rubber flooring	Basin Fund-031490		One Time	\$20,000			Roll. Estimate was \$100k
	Hang Nets	Basin Fund-031490		One Time	\$2,000			Moved from Fy 18
Shower/ Locker Room	Shower cartridges,	Basin Fund-031490		3-5 Years	\$4,100			
Recirculating Pump		Basin Fund-031490		10 Years	\$3,000	0		Was fixed in FY 18; Spare on hand
Front Doors	Two automatic front doors	Basin Fund-031490		10-15 Years	\$20,000			Just got serviced. Roll to next year.
Seal Exterior Wood & Support Trim		Basin Fund- 031490			\$6,000			
Dressing Room Fresh Air Preheat		PCMC-031475			\$8,500			7
Snow Melt Pit		PCMC-031475		One time	\$8,000			5
Concrete Paint	To paint the slat under the ice surface.	PCMC-031475		3-5 years (ice out)	\$10,000			
Floor Scrubber	Replace one floor scrubber	PCMC-031475		5 years	\$15,000			
Coolant Pumps	Evaluate and replace secondary pump if necessary.	PCMC-031475		10 Years	\$5,000			Is there just one? FY 18 schedule
Coolant pump	We have two pumps; a primary and secondary. Replace primary first.	PCMC-031475		10 years	\$5,000			Moved from FY 17
Rebuild Conditioner on Ice Resurfacer	Parts to rebuild conditioners on machine (not being replaced)	PCMC-031475		2 Years	\$4,000			
Replace Redundancy RO System	Replace old unit and use it as back up. Bid from 2015 was \$25k	PCMC-031475		10 Years	\$25,000			Likely Roll to FY 20
Insulate Brine Pumps		PCMC-031475			\$1,000			2- Estimates \$3,200 & \$3,700

Awning over North Roof Ductwork		PCMC-031475			\$5,000			Likely sig. more due to engineering.																																				
Hot Water System		PCMC-031475			\$30,000																																							
HVAC Units	4 units at \$15k	PCMC-Asset Mgt	Nate said when needed, submit request to Asset Management. This counters the 50% PCMC contribution to <i>Evan Cond</i>	10 Years	\$60,000			Moved from FY 17.																																				
Computer Control System		PCMC- Revolving Fund			\$17,500																																							
Compressor Cooling System		PCMC- Revolving Fund			\$4,500																																							
Snow Melt Pit	pump shaft seal	PCMC-031475		Unanticipated	\$1,029																																							
<table> <tr> <td>Anticipated Expenditures:</td><td>Basin:</td><td>\$73,600</td><td>PCMC:</td><td>\$117,529</td><td colspan="4">Revolving Fund \$22,000</td></tr> <tr> <td>Start of FY Balance</td><td>Basin:</td><td>\$143,126</td><td>PCMC:</td><td>\$148,817</td><td colspan="4">Quinn's (Mezz) \$89k +</td></tr> <tr> <td>Anticipated Year End Balance:</td><td>Basin:</td><td>\$69,526</td><td>PCMC:</td><td>\$31,288</td><td colspan="4"></td></tr> <tr> <td>Current Expenditure:</td><td>Basin:</td><td></td><td>PCMC:</td><td></td><td colspan="4"></td></tr> </table>									Anticipated Expenditures:	Basin:	\$73,600	PCMC:	\$117,529	Revolving Fund \$22,000				Start of FY Balance	Basin:	\$143,126	PCMC:	\$148,817	Quinn's (Mezz) \$89k +				Anticipated Year End Balance:	Basin:	\$69,526	PCMC:	\$31,288					Current Expenditure:	Basin:		PCMC:					
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Anticipated Year End Balance:	Basin:	\$69,526	PCMC:	\$31,288																																								
Current Expenditure:	Basin:		PCMC:																																									

2020	Expense Name	Description	Funding Source	Approval	Frequency	Total Estimated Expense	Actual Expense	Purchase Order	Notes
	HVAC Maintenance/Repairs	Annual anticipated maintenance	Basin Fund- 031490		Annual	\$5,000			
	Plumbing Maintenance/Repairs	Annual anticipated maintenance	Basin Fund- 031490		Annual	\$2,500			
	Refrigeration System Maintenance	Annual Anticipated Maintenance-Two compressors at \$2,500 each	Basin Fund- 031490		Annual	\$5,000			
		Annual Anticipated Maintenance- Condenser	Basin Fund- 031490		Annual	\$1,500			
	Floor Scrubber Maint	Annual anticipated maintenance	Basin Fund- 031490		Annual	\$1,000			
	Ice Resurface Maint	Annual anticipated maintenance	Basin Fund- 031490		Annual	\$3,500			
	Hockey Nets	2 - set w/ netting and pads - Annual	Basin Fund-031490		Annual	\$3,000			
	FF&E	Holding Place	Basin Fund-031490		Annual	\$12,000			
	Rink Glass/Plexi	Glass/Plexi boards and covering around rink. Est. 40 pieces at \$350.	Basin Fund- 031490		2 years	\$13,000			
	Multi- Media Filter	Replacement	Basin Fund- 031490		5 years	\$3,500			
	RO Membrane	Replace 6 membranes at est. 850	Basin Fund- 031490		5 years	\$5,100			
	Rebuild Conditioner on Ice Resurfacer	Parts to rebuild conditioners on machine (not being replaced)	PCMC-031475		2 Years	\$4,000			
	Rental Skates	Replace 50% of inventory every 5 years. Est 300 skates at \$75	PCMC-031475		5-years	\$22,500			
	Ice Edger	Replacement	PCMC- 031474		5 years/ As Needed	\$7,200			
	Ice Resurfacer	Machine replaced every 10 years. New machine every 5.	PCMC- Fleet		5 years	\$0			
	Scoreboard	Replace Controller/Update Software	PCMC-031475		As Needed	\$1,200			
	Anticipated Expenditures:		Basin:	\$55,100	PCMC:	\$34,900			
	Start of FY Balance		Basin:	\$119,526	PCMC:	\$111,288			
	Anticipated Year End Balance:		Basin:	\$64,426	PCMC:	\$76,388			
	Current Expenditure:		Basin:		PCMC:				

2021	Expense Name	Description	Funding Source	Approval	Frequency	Total Estimated Expense	Actual Expense	Purchase Order	Notes
	HVAC Maintenance/Repairs	Annual anticipated maintenance	Basin Fund- 031490		Annual	\$5,000			
	Plumbing Maintenance/Repairs	Annual anticipated maintenance	Basin Fund- 031490		Annual	\$2,500			
	Refrigeration System Maintenance	Annual Anticipated Maintenance-Two compressors at \$2,500 each	Basin Fund- 031490		Annual	\$5,000			
		Annual Anticipated Maintenance- Condenser	Basin Fund- 031490		Annual	\$1,500			
	Floor Scrubber Maint	Annual anticipated maintenance	Basin Fund- 031490		Annual	\$1,000			
	Ice Resurface Maint	Annual anticipated maintenance	Basin Fund- 031490		Annual	\$3,500			
	Hockey Nets	2 - set w/ netting and pads - Annual	Basin Fund-031490		Annual	\$3,000			
	FF&E	Holding Place	Basin Fund-031490		Annual	\$12,000			
	Pressure Relief Valves	Replace 4 pressure relief values	PCMC- 031474		4 years	\$3,000			
	Energy Recovery Condenser		PCMC-031475			\$60,000			6
	Dehumidifier- Freedry	Replacement for dehumidifier and air conditioner-FreeDRY	Need to find funding		As Needed 10-20 years	\$140,000			9
	Anticipated Expenditures:		Basin:	\$33,500	PCMC:	\$63,000			
Start of FY Balance		Basin:	\$114,426	PCMC:	\$156,388				
Anticipated Year End Balance:		Basin:	\$80,926	PCMC:	\$93,388				
Current Expenditure:		Basin:		PCMC:					

2022	Expense Name	Description	Funding Source	Approval	Frequency	Total Estimated Expense	Actual Expense	Purchase Order	Notes
	HVAC Maintenance/Repairs	Annual anticipated maintenance	Basin Fund- 031490		Annual	\$5,000			
	Plumbing Maintenance/Repairs	Annual anticipated maintenance	Basin Fund- 031490		Annual	\$2,500			
	Refrigeration System Maintenance	Annual Anticipated Maintenance-Two compressors at \$2,500 each	Basin Fund- 031490		Annual	\$5,000			
		Annual Anticipated Maintenance- Condenser	Basin Fund- 031490		Annual	\$1,500			
	Floor Scrubber Maint	Annual anticipated maintenance	Basin Fund- 031490		Annual	\$1,000			
	Ice Resurface Maint	Annual anticipated maintenance	Basin Fund- 031490		Annual	\$3,500			
	Hockey Nets	2 - set w/ netting and pads - Annual	Basin Fund-031490		Annual	\$3,000			
	FF&E	Holding Place	Basin Fund-031490		Annual	\$12,000			
	Rink Glass/Plexi	Glass/Plexi boards and covering around rink. Est. 40 pieces at \$350.	Basin Fund- 031490		2 years	\$13,000			
	Shower/ Locker Room	Shower cartridges,	Basin Fund-031490		3-5 Years	\$4,100			
	Seal Exterior Wood & Support Trim		Basin Fund- 031490			\$6,000			
	Rebuild Conditioner on Ice Resurfacers	Parts to rebuild conditioners on machine (not being replaced)	PCMC-031475		2 Years	\$4,000			
	Concrete Paint	To paint the slat under the ice surface.	PCMC-031475		3-5 years (ice out)	\$10,000			
	Anticipated Expenditures: Basin: \$56,600 PCMC: \$14,000								
	Start of FY Balance Basin: \$50,000 PCMC: \$173,388								
	Anticipated Year End Balance: Basin: -\$6,600 PCMC: \$159,388								
	Current Expenditure: Basin: PCMC:								

2023	Expense Name	Description	Funding Source	Approval	Frequency	Total Estimated Expense	Actual Expense	Purchase Order	Notes
	HVAC Maintenance/Repairs	Annual anticipated maintenance	Basin Fund- 031490		Annual	\$5,000			
	Plumbing Maintenance/Repairs	Annual anticipated maintenance	Basin Fund- 031490		Annual	\$2,500			
	Refrigeration System Maintenance	Annual Anticipated Maintenance-Two compressors at \$2,500 each	Basin Fund- 031490		Annual	\$5,000			
		Annual Anticipated Maintenance- Condenser	Basin Fund- 031490		Annual	\$1,500			
	Floor Scrubber Maint	Annual anticipated maintenance	Basin Fund- 031490		Annual	\$1,000			
	Ice Resurface Maint	Annual anticipated maintenance	Basin Fund- 031490		Annual	\$3,500			
	Hockey Nets	2 - set w/ netting and pads - Annual	Basin Fund-031490		Annual	\$3,000			
	FF&E	Holding Place	Basin Fund-031490		Annual	\$12,000			
	Energy Recovery Heat Pump		PCMC-031475			\$60,000			8
	Flooring	Rubber resistant flooring through out the building	Need to find funding		10 Years	\$200,000			
	Chiller	Replace chiller	PCMC- 031475		20 years	\$157,000			Energy Study- said 17 years \$140k plus refrigerant \$17k... 10 & 11
	Ice Rink Compressors	Replace Compressors	PCMC 031474		17 years	\$115,000			12
	Anticipated Expenditures: Basin: \$33,500 PCMC: \$60,000								
	Start of FY Balance Basin: \$50,000 PCMC: \$239,388								
	Anticipated Year End Balance: Basin: \$16,500 PCMC: \$179,388								
	Current Expenditure: Basin: PCMC:								

2024	Expense Name	Description	Funding Source	Approval	Frequency	Total Estimated Expense	Actual Expense	Purchase Order	Notes
	HVAC Maintenance/Repairs	Annual anticipated maintenance	Basin Fund- 031490		Annual	\$5,000			
	Plumbing Maintenance/Repairs	Annual anticipated maintenance	Basin Fund- 031490		Annual	\$2,500			
	Refrigeration System Maintenance	Annual Anticipated Maintenance-Two compressors at \$2,500 each	Basin Fund- 031490		Annual	\$5,000			
		Annual Anticipated Maintenance- Condenser	Basin Fund- 031490		Annual	\$1,500			
	Floor Scrubber Maint	Annual anticipated maintenance	Basin Fund- 031490		Annual	\$1,000			
	Ice Resurface Maint	Annual anticipated maintenance	Basin Fund- 031490		Annual	\$3,500			
	Hockey Nets	2 - set w/ netting and pads - Annual	Basin Fund-031490		Annual	\$3,000			
	FF&E	Holding Place	Basin Fund-031490		Annual	\$12,000			
	Rink Glass/Plexi	Glass/Plexi boards and covering around rink. Est. 40 pieces at \$350.	Basin Fund- 031490		2 years	\$13,000			
	Interior Wall Paint		Basin Fund- 031490		7 years	\$22,250			
	Rebuild Conditioner on Ice Resurfacer	Parts to rebuild conditioners on machine (not being replaced)	PCMC-031475		2 Years	\$4,000			
	Pressure Relief Valves	Replace 4 pressure relief values	PCMC- 031474		4 years	\$3,000			
	Floor Scrubber	Replace one floor scrubber	PCMC- 031474		5 years	\$15,000			
	Anticipated Expenditures: Basin: \$68,750 PCMC: \$22,000								
	Start of FY Balance Basin: \$66,500 PCMC: \$259,388								
	Anticipated Year End Balance: Basin: -\$2,250 PCMC: \$237,388								
	Current Expenditure: Basin: PCMC:								

2025	Expense Name	Description	Funding Source	Approval	Frequency	Total Estimated Expense	Actual Expense	Purchase Order	Notes
	HVAC Maintenance/Repairs	Annual anticipated maintenance	Basin Fund- 031490		Annual	\$5,000			
	Plumbing Maintenance/Repairs	Annual anticipated maintenance	Basin Fund- 031490		Annual	\$2,500			
	Refrigeration System Maintenance	Annual Anticipated Maintenance-Two compressors at \$2,500 each	Basin Fund- 031490		Annual	\$5,000			
		Annual Anticipated Maintenance- Condenser	Basin Fund- 031490		Annual	\$1,500			
	Floor Scrubber Maint	Annual anticipated maintenance	Basin Fund- 031490		Annual	\$1,000			
	Ice Resurface Maint	Annual anticipated maintenance	Basin Fund- 031490		Annual	\$3,500			
	Hockey Nets	2 - set w/ netting and pads - Annual	Basin Fund-031490		Annual	\$3,000			
	FF&E	Holding Place	Basin Fund-031490		Annual	\$12,000			
	Multi- Media Filter	Replace filter	Basin Fund- 031490		3-5 year replacement	\$3,500			
	RO Membrane	Replace 6 membranes	Basin Fund- 031490		5 years	\$5,100			
	Concrete Paint	To paint the slat under the ice surface.	PCMC-031475		3-5 years (ice out)	\$10,000			
	Pressure Relief valves		PCMC- 031475		4 years	\$3,000			
	Rental Skates	Replace 50% of inventory every 5 years. Est 300 skates at \$75	PCMC-031475		5-years	\$22,500			
	Ice Edger	Replacement	PCMC- 031474		5 years/ As Needed	\$7,200			
	Ice Resurfacer	Machine replaced every 10 years. New machine every 5.	PCMC- Fleet		5 years	\$0			
	Anticipated Expenditures:		Basin:	\$42,100	PCMC:	\$42,700			
	Start of FY Balance		Basin:	\$47,750	PCMC:	\$339,388			
	Anticipated Year End Balance:		Basin:	\$5,650	PCMC:	\$296,688			
	Current Expenditure:		Basin:		PCMC:				

2026	Expense Name	Description	Funding Source	Approval	Frequency	Total Estimated Expense	Actual Expense	Purchase Order	Notes
	HVAC Maintenance/Repairs	Annual anticipated maintenance	Basin Fund- 031490		Annual	\$5,000			
	Plumbing Maintenance/Repairs	Annual anticipated maintenance	Basin Fund- 031490		Annual	\$2,500			
	Refrigeration System Maintenance	Annual Anticipated Maintenance-Two compressors at \$2,500 each	Basin Fund- 031490		Annual	\$5,000			
		Annual Anticipated Maintenance- Condenser	Basin Fund- 031490		Annual	\$1,500			
	Floor Scrubber Maint	Annual anticipated maintenance	Basin Fund- 031490		Annual	\$1,000			
	Ice Resurface Maint	Annual anticipated maintenance	Basin Fund- 031490		Annual	\$3,500			
	Hockey Nets	2 - set w/ netting and pads - Annual	Basin Fund-031490		Annual	\$3,000			
	FF&E	Holding Place	Basin Fund-031490		Annual	\$12,000			
	Rink Glass/Plexi	Glass/Plexi boards and covering around rink. Est. 40 pieces at \$350.	Basin Fund- 031490		2 years	\$13,000			
	Shower/ Locker Room	Shower cartridges,	Basin Fund-031490		3-5 Years	\$4,100			
	Kick Plate	Yellow in color and surrounds the rink on the bottom of the boards.	Basin Fund-031490		10 years	\$2,000			
	Seal Exterior Wood & Support Trim		Basin Fund- 031490			\$6,000			
	Rebuild Conditioner on Ice Resurfacers	Parts to rebuild conditioners on machine (not being replaced)	PCMC-031475		2 Years	\$4,000			
	Skate Sharpener	Replace 3 headed sharpener	PCMC- 031475		20 years	\$20,000			
	Evaporative Condenser	Replacement	PCMC- 031475		10-15 years	\$75,000			13
	Anticipated Expenditures: Basin: \$58,600 PCMC: \$24,000 Start of FY Balance Basin: \$55,650 PCMC: \$376,688 Anticipated Year End Balance: Basin: -\$2,950 PCMC: \$352,688 Current Expenditure: Basin: PCMC:								

2027	Expense Name	Description	Funding Source	Approval	Frequency	Total Estimated Expense	Actual Expense	Purchase Order	Notes																				
	HVAC Maintenance/Repairs	Annual anticipated maintenance	Basin Fund- 031490		Annual	\$5,000																							
	Plumbing Maintenance/Repairs	Annual anticipated maintenance	Basin Fund- 031490		Annual	\$2,500																							
	Refrigeration System Maintenance	Annual Anticipated Maintenance-Two compressors at \$2,500 each	Basin Fund- 031490		Annual	\$5,000																							
		Annual Anticipated Maintenance- Condenser	Basin Fund- 031490		Annual	\$1,500																							
	Floor Scrubber Maint	Annual anticipated maintenance	Basin Fund- 031490		Annual	\$1,000																							
	Ice Resurface Maint	Annual anticipated maintenance	Basin Fund- 031490		Annual	\$3,500																							
	Hockey Nets	2 - set w/ netting and pads - Annual	Basin Fund-031490		Annual	\$3,000																							
	FF&E	Holding Place	Basin Fund-031490		Annual	\$12,000																							
	Rail	Blue in color and surrounds the rink on the top the boards. It is used to hold in dasher board ads.	Basin Fund-031490		10 Years	\$2,000																							
	Kick Plate	Yellow in color and surrounds the rink on the bottom of the boards.	Basin Fund-031490		10 Years	\$2,000																							
	HVAC Units	Replace Units	PCMC- 031475		10 Years	\$60,000																							
	Boilers	Replacement of 2 high efficiency boilers. Est. \$8,500 each.	PCMC- 031475		10+ years	\$17,000			Building study- \$30k each. May need sooner																				
	Water Heaters	4 units. Est. at \$10k each	PCMC- 031475		10+ years	\$40,000																							
	<table><tr><td>Anticipated Expenditures:</td><td>Basin:</td><td>\$37,500</td><td>PCMC:</td><td>\$117,000</td></tr><tr><td>Start of FY Balance</td><td>Basin:</td><td>\$47,050</td><td>PCMC:</td><td>\$432,688</td></tr><tr><td>Anticipated Year End Balance:</td><td>Basin:</td><td>\$9,550</td><td>PCMC:</td><td>\$315,688</td></tr><tr><td>Current Expenditure:</td><td>Basin:</td><td></td><td>PCMC:</td><td></td></tr></table>										Anticipated Expenditures:	Basin:	\$37,500	PCMC:	\$117,000	Start of FY Balance	Basin:	\$47,050	PCMC:	\$432,688	Anticipated Year End Balance:	Basin:	\$9,550	PCMC:	\$315,688	Current Expenditure:	Basin:		PCMC:
Anticipated Expenditures:	Basin:	\$37,500	PCMC:	\$117,000																									
Start of FY Balance	Basin:	\$47,050	PCMC:	\$432,688																									
Anticipated Year End Balance:	Basin:	\$9,550	PCMC:	\$315,688																									
Current Expenditure:	Basin:		PCMC:																										

2028	Expense Name	Description	Funding Source	Approval	Frequency	Total Estimated Expense	Actual Expense	Purchase Order	Notes
	HVAC Maintenance/Repairs	Annual anticipated maintenance	Basin Fund- 031490		Annual	\$5,000			
	Plumbing Maintenance/Repairs	Annual anticipated maintenance	Basin Fund- 031490		Annual	\$2,500			
	Refrigeration System Maintenance	Annual Anticipated Maintenance-Two compressors at \$2,500 each	Basin Fund- 031490		Annual	\$5,000			
		Annual Anticipated Maintenance- Condenser	Basin Fund- 031490		Annual	\$1,500			
	Floor Scrubber Maint	Annual anticipated maintenance	Basin Fund- 031490		Annual	\$1,000			
	Ice Resurface Maint	Annual anticipated maintenance	Basin Fund- 031490		Annual	\$3,500			
	Hockey Nets	2 - set w/ netting and pads - Annual	Basin Fund-031490		Annual	\$3,000			
	FF&E	Holding Place	Basin Fund-031490		Annual	\$12,000			
	Rink Glass/Plexi	Glass/Plexi boards and covering around rink. Est. 40 pieces at \$350.	Basin Fund- 031490		2 years	\$13,000			
	Rebuild Conditioner on Ice Resurfacer	Parts to rebuild conditioners on machine (not being replaced)	PCMC-031475		2 Years	\$4,000			
	Pressure Relief Valves	Replace 4 pressure relief valves	PCMC- 031474		4 years	\$3,000			
	Concrete Paint	To paint the slat under the ice surface.	PCMC-031475		3-5 years (ice out)	\$10,000			
	HVAC Units	Replace 4 units, \$15k each	PCMC- 031475		10 years	\$60,000			
	Anticipated Expenditures: Basin: \$46,500 PCMC: \$77,000 Start of FY Balance Basin: \$59,550 PCMC: \$395,688 Anticipated Year End Balance: Basin: \$13,050 PCMC: \$318,688 Current Expenditure: Basin: PCMC:								

2029	Expense Name	Description	Funding Source	Approval	Frequency	Total Estimated Expense	Actual Expense	Purchase Order	Notes
	HVAC Maintenance/Repairs	Annual anticipated maintenance	Basin Fund- 031490		Annual	\$5,000			
	Plumbing Maintenance/Repairs	Annual anticipated maintenance	Basin Fund- 031490		Annual	\$2,500			
	Refrigeration System Maintenance	Annual Anticipated Maintenance-Two compressors at \$2,500 each	Basin Fund- 031490		Annual	\$5,000			
		Annual Anticipated Maintenance- Condenser	Basin Fund- 031490		Annual	\$1,500			
	Floor Scrubber Maint	Annual anticipated maintenance	Basin Fund- 031490		Annual	\$1,000			
	Ice Resurface Maint	Annual anticipated maintenance	Basin Fund- 031490		Annual	\$3,500			
	Hockey Nets	2 - set w/ netting and pads - Annual	Basin Fund-031490		Annual	\$3,000			
	FF&E	Holding Place	Basin Fund-031490		Annual	TBD			
	Desiccant Wheel	Part of dehumidifier	Basin Fund-031490		As Needed	\$25,000			
	Recirculating Pump		Basin Fund-031490		10 Years	\$3,000			
	Snow Pit	The piping that runs through the pit to help melt the snow dumped in to it. Is also part of the refrigeration system.	PCMC-031475		10 years	\$ 10,000			
	Pressure Relief Valves	Replace 4 pressure relief valves	PCMC- 031474		4 years	\$3,000			
	Concrete Paint	To paint the slat under the ice surface.	PCMC-031475		3-5 years (ice out)	\$10,000			
	Floor Scrubber	Replace one floor scrubber	PCMC- 031474		5 years	\$15,000			
	Coolant Pumps		PCMC- 031474		10 Years	\$5,000			
	Sound System- Speakers	Upgrade sound system equipment and speakers	PCMC- 031474		10 years	\$25,000			
	Anticipated Expenditures: Basin: \$49,500 PCMC: \$68,000 Start of FY Balance Basin: \$63,050 PCMC: \$398,688 Anticipated Year End Balance: Basin: \$13,550 PCMC: \$330,688 Current Expenditure: Basin: PCMC:								

2030	Expense Name	Description	Funding Source	Approval	Frequency	Total Estimated Expense	Actual Expense	Purchase Order	Notes
	HVAC Maintenance/Repairs	Annual anticipated maintenance	Basin Fund- 031490		Annual	\$5,000			
	Plumbing Maintenance/Repairs	Annual anticipated maintenance	Basin Fund- 031490		Annual	\$2,500			
	Refrigeration System Maintenance	Annual Anticipated Maintenance-Two compressors at \$2,500 each	Basin Fund- 031490		Annual	\$5,000			
		Annual Anticipated Maintenance- Condenser	Basin Fund- 031490		Annual	\$1,500			
	Floor Scrubber Maint	Annual anticipated maintenance	Basin Fund- 031490		Annual	\$1,000			
	Ice Resurface Maint	Annual anticipated maintenance	Basin Fund- 031490		Annual	\$3,500			
	Hockey Nets	2 - set w/ netting and pads - Annual	Basin Fund-031490		Annual	\$3,000			
	FF&E	Holding Place	Basin Fund-031490		Annual	\$12,000			
	Rink Glass/Plexi	Glass/Plexi boards and covering around rink. Est. 40 pieces at \$350.	Basin Fund- 031490		2 years	\$13,000			
	Multi- Media Filter	Replace filter	Basin Fund- 031490		3-5 year replacement	\$3,500			
	Shower/ Locker Room	Shower cartridges,	Basin Fund-031490		3-5 Years	\$4,100			
	RO Membrane	Replace 6 membranes	Basin Fund- 031490		5 years	\$5,100			
	Seal Exterior Wood & Support Trim		Basin Fund- 031490			\$6,000			
	Rebuild Conditioner on Ice Resurfacers	Parts to rebuild conditioners on machine (not being replaced)	PCMC-031475		2 Years	\$4,000			
	Concrete Paint	To paint the slat under the ice surface.	PCMC-031475		3-5 years (ice out)	\$10,000			
	Pressure Relief Valves	Replace 4 pressure relief valves	PCMC- 031474		4 years	\$3,000			
	Ice Resurfacers	Machine replaced every 10 years. New machine every 5.	PCMC- Fleet		5 years	\$0			
	Rental Skates	Replace 50% of inventory every 5 years. Est 300 skates at \$75	Basin Fund- 031490		5-years	\$22,500			
	Ice Edger	Replacement	PCMC- 031474		5 years/ As Needed	\$7,200			
	Scoreboard	Replace Controller/Update Software	PCMC-031475		As Needed	\$1,200			
	Anticipated Expenditures: Basin: \$60,200 PCMC: \$47,900								
Start of FY Balance Basin: \$63,550 PCMC: \$410,688									
Anticipated Year End Balance: Basin: \$3,350 PCMC: \$362,788									
Current Expenditure: Basin: PCMC:									

	Expense Name	Description	Funding Source	Frequency	Total Estimated Expense
Annual	HVAC Maintenance/Repairs	Annual anticipated maintenance	Basin Fund- 031490	Annual	\$5,000
	Plumbing Maintenance/Repairs	Annual anticipated maintenance	Basin Fund- 031490	Annual	\$2,500
	Refrigeration System Maintenance	Annual Anticipated Manteca-Two compressors at \$2,500 each	Basin Fund- 031490	Annual	\$5,000
		Annual Anticipated Maintenance- Condenser	Basin Fund- 031490	Annual	\$1,500
	Floor Scrubber Maint	Annual anticipated maintenance	Basin Fund- 031490	Annual	\$1,000
	Ice Resurfacer Maint	Annual anticipated maintenance	Basin Fund- 031490	Annual	\$3,500
	Hockey Nets	2 - set w/ netting and pads - Annual	Basin Fund-031490	Annual	\$3,000
	FF&E	Holding Place	Basin Fund-031490	Annual	\$12,000
2 Years	Glass & Plexi	Replacement Plexi for the arena	Basin Fund-031490	Annual	\$13,000
	Rebuild Conditioner on Resurfacer		PCMC-031475	2 years	\$ 4,000

3+ Years	Shower/Locker Room	15 shower valves \$270.00 ea.	Basin Fund-031490	3 to 5 years	\$4,100
	Concrete Paint	To paint the slat under the ice surface.	PCMC-031475	3 years	\$ 10,000
	Pressure Relief Valves		PCMC-031475	4 years	\$ 3,000
5 Years	Multi Media Filter	Filtration for the domestic water system in the building. 4000 ea. X2	Basin Fund-031490	5 years	\$8,000
	RO membrane	replace 6 at est.\$ 265.00. ea. Labor and other charges are in included in the final price.	Basin Fund-031490	5 years	\$2,000
	Rental Skates	Replace 50% inventory/5 years. Est. \$75 for 300 pairs	Basin Fund-031490	5 years	\$22,500
	Ice Edger	this piece of equipment is used in the daily ice maintenance operations.	PCMC-031475	5 years	\$ 7,200
	Floor Scrubber	Replacement	PCMC-031475	5years	6-12k
	Speakers		PCMC-031475	10 years	\$ 20,000

10 Years

Recirculating pump		PCMC-031475	As needed	\$ 3,000
Rail	Blue in color and surrounds the rink on the top the boards. It is used to hold in dasher board ads.	10 Years/As Needed		\$ 2,000
Kick Plate	Yellow in color and surrounds the rink on the bottom of the boards.	Basin Fund-031490	10 years	\$ 2,000
Flooring	Rubber resistant flooring through out the building	PCMC-031475	10 years	\$ 200,000
Ice Resurfacer	Is the machine that resurfaces the ice for each event.	PCMC-031475	10 years	\$ 250,000
Snow Pit	The piping that runs through the pit to help melt the snow dumped in to it. Is also part of the refrigeration system. Replace with stainless.	PCMC-031475	10 years	\$ 10,000
Dehumidifier	Dehumidification takes the moisture out of the air help keeping the facility dry.by keeping the air dry is also help keeps cost down on refrigeration.	PCMC-031475	10-20 years	125k-250k
HVAC Units	4 units at \$15k	PCMC-031475	10 years	\$ 60,000
Coolant pump		PCMC-031475	10 years	\$ 5,000
Scoreboard	used for hockey programs	PCMC-031475	As needed	1200-10000

	Sound System		PCMC-031475	10 years	\$ 20,000
	Automatic Front doors x2	entry doors to the facility	PCMC-031475	10 to 15 years	\$ 20,000
	Replace Redundancy RO System	Replace old unit and use it as back up. Bid from 2015 was \$25k	PCMC-031475	10 Years	\$ 25,000
10 + Years	Boilers	Replacement of 2 high efficiency boilers. Est. \$8,500 each.	PCMC-031475	10 +Yearsrs	\$ 17,000
	Water Heaters	\$10k each, 4 water heaters	PCMC-031475	10 + Years	\$ 40,000
	Skate Sharpener	This machine services all arenas rental skates along with customers figure and hockey skates.	PCMC-031475	10to 12 years	9 to 20k
	Evaporative Condenser	This piece of machinery is the hear t of the refrigeration system.. MUST have this in order to run the refrigeration system.	PCMC-031475	10-20 years	\$ 75,000
20 Years	Chillers	Replace Chiller	PCMC- 031475	20+ Years	\$ 50,000
As Needed	Desiccant Wheel	Part of dehumidifier	Basin Fund-031490	10years/ as needed	\$25,000

Council Agenda Item Report

Meeting Date: November 29, 2018

Submitted by: Leah Langan

Submitting Department: Executive

Item Type: Staff Report

Agenda Section: CONSENT AGENDA

Subject:

Request to Authorize the Following Annual Insurance Premiums to Fund the City's Insurance Placements for the 2019 Calendar Year: Property Insurance: \$158,157 to Liberty Mutual; and Auto Physical Damage: \$61,149; Public Entity Liability Insurance: \$164,135 to States Self-Insurers Risk Retention Group, Inc.; Workers' Compensation Insurance: \$136,122 for the Workers Compensation Fund; Cyber Liability Insurances: \$32,746 to Beazley Insurance Co.; Crime Insurance: \$3,950 to Travelers Insurance Co.; and Drone Insurance: \$630.00 to Global Aerospace

Suggested Action:

Attachments:

[2019 Annual Insurance Placement Staff Report](#)



City Council Staff Report

Subject: 2019 Annual Insurance Placements
Author: Matthew Dias, Leah Langan
Department: Executive and Legal Departments
Date: November 13, 2018
Type of Item: Administrative

Summary Recommendation

Authorize annual insurance premiums to fund the City's insurance placements for 2019:

1. **Property Insurance:** \$158,157 annual premium to Liberty Mutual; and **Auto Physical Damage:** \$61,149
2. **Public Entity Liability Insurance:** \$164,135 annual premium to States Self-Insurers Risk Retention Group, Inc. ("States"); and
3. **Workers' Compensation Insurance:** \$136,122 annual premium for our Workers Compensation Fund ("WCF"); and
4. **Cyber Liability Insurances:** \$32,746 annual premium to Beazley Insurance Co.;
5. **Crime Insurance:** \$3,950 annual premium to Travelers Insurance Co.
6. **Drone Insurance:** \$630.00 annual premium to Global Aerospace.

Executive Summary

Consistent with previous year, City staff worked with Moreton & Company, our insurance brokerage firm, to help renew and update Park City's annual 2019 insurance placements. Moreton did not go out to bid as in previous years because seeking annual bids from insurance carriers makes them less likely to be competitive and they believed premiums would hold steady and in the case of Worker's Compensation, even decrease. Given the year over year growth in both the scope and complexity of the public services and infrastructure provided by PCMC over the past decade, insurance coverage costs (premiums) have tended to increase year over year as insurable values and assets increase. By and large, and with one major exception, this is also true for the 2019 insurance placements.

Historically, the City has experienced several years of increases in our workers compensation claims the number of employees grew and injuries occurred on the job or were more extensive. This is a common trend in the industry. Despite this, staff has gone to great lengths to increase its internal worker safety programs and associated employee safety training programs. The impact of the safety training and awareness programs appears to be paying off with considerable decreases in both the number of employees injured at work and the associated insurance coverage premium. Currently, Park City has the lowest workers compensation rating in the State of Utah for a city/town. Again, while there are many factors at play, through the hard work of City staff and good fortune, much of the overall annual increase in our insurance premiums are offset by the significant decrease in our workers compensation premium.

For the 2019 calendar year, the extent and types of insurance coverage's for PCMC will remain the same as calendar year 2018, including using the same insurance providers.

The Problem

Park City Municipal's insurance coverage expires December 31, 2018. Therefore, the City must renew its various forms of insurance coverage by purchasing new policy's prior to January 1, 2019.

Background

Park City is a self-insured municipality and required to renew its insurance coverage annually. Park City's exposures and risks are somewhat unique due to its world-class resort environment and extensive offering of a broad array of high quality public services. City staff continues to promote and implement safety policies, procedures, prevention methodologies, and provides regular and now required safety trainings so that risks are mitigated; this required safety training program has translated into cost savings for the City, and particularly so this year. Risk management procedures also ensure that the City's assets, facilities, and public property are protected from losses, and that the employees, local residents, and tourists and visitors are provided a safe and enjoyable place to live, work and play.

In 2017, Council approved a new professional service agreement with Moreton & Company (Moreton) Insurance Brokerages Services for broker, risk management, and consulting services. Staff and Moreton representatives meet quarterly in an effort to evaluate and assess the City's ongoing liabilities and exposures. Staff has been very pleased, to date, with the proactive nature of the Moreton representatives.

Alternatives for City Council to Consider

- 1. Recommended Alternative:** Approve the 2019 insurance placement premiums –
Pros
 - a. Responsibly protect the City and its taxpayers from losses, and provide employees, residents, and visitors a safe and enjoyable place to live, work and play.
 - b. Significant savings were achieved via proactive efforts by staff to increase safety training and procedures.
- 2. Null Alternative:** All current insurance policies for the City will expire on December 31, 2018, leaving the City, its infrastructure, and employees largely uninsured.
- 3. Continue the Item:** If prolonged, could result in temporary lapses in the City's insurance coverage.

Analysis:

1. Property Insurance

Staff recommends renewing with Liberty Mutual at a premium of \$158,157. This reflects a premium increase of \$25,955 over the previous year. Auto physical damage is at a premium of \$61,149 which is a decrease of \$1,340 over the previous year

Liberty Mutual is a “best-in-class” property insurer that distributes property insurance and engineering solutions through a network of partners. Traditionally, they have not been engaged in the Utah municipal market, yet are heavily engaged in the commercial and institutional markets in Utah.

2. Public Entity Liability Insurance

Staff recommends renewing with States Self-Insurance Risk Retention Group at a premium of \$164,135, resulting in a \$10,000,000 policy limit. This reflects a premium increase of \$3,493 over the previous year.

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

3. Workers Compensation Fund (WCF)

Staff recommends renewing our Worker Compensation insurance at an annual premium of \$136,122. This reflects a decrease of \$46,647 over the previous year.

This is the third consecutive year that our premium decreased. The reduction is due to a decrease in claims over the last four years – some of which is the result of the City’s focus on employee safety and associated training programs and good fortune.

Cyber Liability

Staff recommends renewing with Beazley Cyber at a premium of \$32,746 resulting in a \$5,000,000 policy limit. This reflects a premium decrease of \$1,558 over the previous year. The primary cause of the decrease is due to City’s reduction in claims and losses.

Cyber Liability insurance is becoming more relevant for organizations with sensitive information storage.

Crime Insurance

Staff recommends remaining with the existing three year term policy we have in effect until 2020, with a yearly premium of \$3,950.00 resulting in a \$100,000.00 policy limit.

Drone Coverage

Staff recommends coverage for the City’s use of drones. For several years, staff has utilized drones for trails and open space, property monitoring, and GIS purposes. The premium for the coverage has been reduced by \$20 and is \$630 for a \$1 million policy limit. This coverage reflects a strong recommendation from our insurance broker to adequately cover the city’s use of drones.

Funding Source

Sufficient funding exists for the 2019 insurance premiums as a result of the recent budget process.

Council Agenda Item Report

Meeting Date: November 29, 2018

Submitted by: Jonathan Weidenhamer

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section: OLD BUSINESS

Subject:

Lucky Ones Lease Update

Suggested Action:

Informational Update. Direct staff to return with a discussion on rent terms.

Attachments:

[Lucky Ones Coffee Shop Staff Report](#)

[Exhibit A: Lucky Ones Coffee Shop Overview](#)

[Exhibit B: Lucky Ones Lease](#)



City Council Staff Report

Subject: Lucky Ones Update
Author: Jonathan Weidenhamer
Department: Economic Development
Date: November 29, 2018
Type of Item: Informational

Recommendation

In February 2018, Lucky Ones entered into a three year lease with Park City Municipal to provide a coffee shop in the foyer of the Park City Library. They are required per the lease to give a progress update to the City Council after the first six months. By all accounts the Lucky Ones have established a healthy business and are exceeding expectations in multiple areas including:

- Financial – Staff has reviewed profit and loss balance sheets and financial information. They have solid profit margins and have created a profitable business. Diversifying menu options, expanding catering opportunities and baking some of their own menu is growing the business.
 - o Their coffee shop sales include 78% of income;
 - o Catering is 12%;
 - o Contributions are 10%.
- Further anchoring of a community gathering area. The space has become vibrant and alive.
- Staffing - Lucky Ones employs over 18 staff with different abilities (over 4,000 hours), aligning with City's critical social equity goal;
- Become a much visited, national model for people with differing abilities;
- Current pursuit of creation of a not-for-profit arm of the company, that can become a hub to support other related programs for people with different abilities.

In addition to the written overview submitted by LO (Exhibit A), City Council should consider the in-person, informational update from the owners of Lucky Ones. Per the lease, for the first year, there is no rent for the premises. As a next step, City Council should direct staff to return to City Council for a discussion on rent as we move into year two (mid-March 2019).

Background

City Council approved the Lucky Ones lease in February 2018 ([Council approval, p.114](#)) (Lease, Exhibit B). In order to facilitate a sustainable local business, City Council agreed to a lease that included:

- No rent for the first year;
- Consistent hours six days per week (8am-5pm).
- Good faith commitments to business development and mentoring assistance with City and other local resources; and

- Delivery of a facility that has adequate infrastructure to support the new concessionaire, including new plumbing upgrades to accommodate a dishwasher.

Lucky Ones, per the lease, have met regularly with the City's Economic Development Manager to review their financial progress, discuss business development and explore other mentoring opportunities. Staff has reviewed their balance sheets and believes they have created a sustainable business. Their sales have roughly doubled that of the previous tenant, and they project to be profitable by the end of year one. They continue to grow their business in a responsible and sustainable manner and staff finds they have met all terms and requirements of the lease.

Attachments

- A Narrative and first 9 month sales & progress overview (submitted by Lucky Ones, with redacted financial info.)
- B Lease

EXHIBIT A - LUCKY ONES COFFEE OVERVIEW

January 1 – October 25



Financials:

- Income: **\$redacted**
 - o Coffee Shop Sales: **78.47%**
 - o Catering/Wholesale: **11.79%**
 - o Contributions: **9.74%**
 - o Projected to make up start-up expenses by 1-year mark (March 17, 2019)

Peak Items By % of Income		Peak Items by % of # Sold	
Latte	28%	Drip Coffee	34%
Jafflz	25%	Latte	23%
Drip Coffee	20%	Donuts	16%
Chai Latte	15%	Jafflz	16%
Cold Brew	12%	Chai Tea	11%

- Peak Times: 10am & 3pm
- Busiest Days, in order: Sat; Wed. Thur. Fri. Tues. Mon.

Accomplishments: *(possible with first year rent free)*

- Providing approximately 4,000 hours of work
- Providing 18 jobs
- Distributing 450 shirts & 2,400 stickers
 - o Selling merchandise online across the country
- Recognition:
 - o 2018 SBDC Small Business of the Year (Salt Lake Region)
 - o 2019 Sundance Vendor for Egyptian Theater
 - o 2018 Recognized Business for Madison House Autism Foundation
 - o Featured in Park City Publications
 - Mountain Express
 - Dishing
 - PC Style
 - Park Record
 - KPCW
 - Park City Magazine



Lucky Ones Coffee:

- Our projections show that we should be profitable by our 1 year in business mark
- We consistently double the amount of sales that the previous tenant had in this space.
- We have received amazing community support, with the consensus that we have been able to add warmth and life to the cafe space in the library.
- Parents with younger children who are special needs, come in all the time to and get to use Lucky Ones as a way to realize the future doesn't have to be overwhelming that a full productive life is something they can dream of.
- We have been an amazing model for others around the country, we have been visited by people from all around the country and all around Utah they have heard about us and think it's incredible what we as a community have been able to accomplish. They want to come see if for themselves in hopes to one day bring something similar back to their communities. Taylor and Katie love to share their experiences with anyone who wants to do something to bring full lives to the disability community.
- Small Business Development Center business of the year: Salt Lake Region
 - Nominated by Salt Lake City program director & business advisor Jim Herrin
 - There will be a formal presentation at the state capital in February
- Claudia McMullin:
 - Continues to be an amazing mentor she has given us many opportunities to get involved in community fundraisers and events. Provides experienced business advice as we build our business.
 - Helping Lucky Ones Coffee to brand our own retail coffee bags
- Volunteer Hours: 900 hours
 - Saving us \$6,525
- Quotes from visitors
 - "It was so great meeting you and your crew! If I let myself look too far ahead into the future I get nervous. But then I meet people like you, Taylor, Julianna, Cole, Mya and Ava and my worries about comes next dissipates. My heart is so full, and happy and full of hope for a bright future for my girls. Thank you for what you do to make a difference."
 - "I wanted relay a little encounter I had at Lucky Ones while picking up Ava on Halloween... This mom came in with her tiny down syndrome baby boy dressed as an astronaut with his oxygen tank made into a rocket. She took him out of his stroller and held him up so he could see the counter and said "see baby, doesn't this look fun, do you want to work here when you get older?" I was choked up- this is what you ladies are providing for these families, hope and promise of a fun and productive life where their child will find a place! Thank you for all you do, you two are truly amazing!!!"
- Madison House Autism Foundation:



- National Autism foundation that highlighted Lucky Ones Coffee during their conference in Salt Lake City.
- Link: <https://www.youtube.com/watch?v=0AWtGSsG8eA>
- Future:
 - Non-Profit filed waiting for decision: Lucky Project will be an umbrella non-profit that will allow us to continue to grow our impact in the community by providing more employment opportunities. Our mission will be to develop the fundamentals to help create full meaningful lives.
 - CCPC Baking Space- 2 days a week we will be doing our own baking
 - CCPC Coffee Cart- To help fund the rental of the commercial kitchen space we will operate a coffee cart outside of their boutique operating Monday- Friday 10am- 2pm
 - Network with schools: The high school and Learning Academy (Post High School) will be running this coffee cart as a hands on job training program run by Lucky Ones Coffee
 - Private Label Coffee with Hugo: We will be packaging and branding our own coffee for retail sale using coffee from Hugo Coffee Roasters. We will have 4 blends: Lucky Ones Blend (dark roast), Full life light roast, Empowering Espresso, Full Life Light Roast.
 - Sundance Concession Stand: We are renting the concession space in the Egyptian theater for the duration of sundance. The only stipulation is we must obtain a liquor license for the event.



**COFFEE SHOP/CAFE LEASE AGREEMENT
PARK CITY LIBRARY**

This Agreement is made and entered into as of this 13 day of February, 2018, by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, (hereinafter the "City") and **LUCKY ONES COFFEE LLC**, a Utah limited liability company, (hereinafter "Concessionaire").

WITNESSETH:

WHEREAS, the City owns a building known as the Park City Library located at 1255 Park Avenue, Park City, UT 84060, (hereinafter "Library"), which is open and available to the residents and visitors of Park City for public use; and

WHEREAS, the City desires to have at the library food and beverage refreshments available to the users of the library and members of the community; and

WHEREAS, Concessionaire desires to sell food and beverage refreshments at the library; and

WHEREAS, Concessionaire agrees to conduct said food and beverage refreshment business in a professional manner pursuant to the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the covenants and agreements of the respective parties herein contained, the parties hereto do hereby agree as follows:

1. **Description of Concession.** During the term of the lease (hereinafter the "Lease Agreement"), the Concessionaire will be granted the right at the Library, in the location described below, to operate a food and beverage concession business, serving food and beverages to patrons of said Library and members of the community. Food preparation shall be done off site. The menu and pricing is subject to review and approval by the Library Director. (a) Concessionaire is permitted to be open during private Santy rentals.

(b) Any lessee of 3rd floor/ Santy auditorium is allowed to preclude outside food and beverage on the third floor at their discretion during their rentals.

(c) Concessionaire shall not offer fresh or bagged popcorn.

(d) Concessionaire is permitted to be open during private rentals of non-exclusive areas described in Section 2 herein during typical Library hours (M-F: 10:00 a.m.-9:00 p.m.; Sat: 10:00 a.m.-6:00 p.m.; Sun: 1:00 p.m.-5:00 p.m.). The Library Director may restrict operation during private rentals of non-exclusive use areas when the Library is typically closed.

(e) Concessionaire hours shall be 8:00 a.m. to 5:00 p.m. Monday to Saturday; closed Sunday. Any modifications to this schedule will need to be approved in writing by the Library Director.

(f) Failure to open, failure to open on time, or early closure (more than: fifteen (15) minutes later than or earlier than approved hours in Section (d) above) will result in a Fifty Dollar (\$50.00) fine for each occurrence..

(g) The Concessionaire will secure the building before and after Library hours, including setting and turning off the alarm system. A Twenty Five Dollar (\$25.00) fine can be assessed if the Concessionaire sets off the building alarm. This fine will be assessed when the Economic Development Director is notified of an occurrence by Library staff.

2. **Property.** The property hereby leased is the main floor coffee shop/café space, located at the Library, 1255 Park Avenue, Park City, Utah, (the “Premises”), including exclusive use of the coffee shop (285 square feet), and non-exclusive use of decks (1,350 square feet) and restrooms (460 square feet), as further described in **Exhibit “A”** attached hereto and made a part hereof.

3. **Term.** The term of this Lease Agreement shall be for a period of one (1) year, with two (2), one (1) year automatic renewals. Each party reserves the right to request renegotiation of any section(s) of this Lease Agreement prior to the automatic renewal, provided sixty (60) days written notice is provided to the other party. Concessionaire shall coordinate with the Economic Development Manager to give the City Council a progress update after being open for six (6) months.

4. **Rent.** There will be no rent for the Premises for the first year. Rent may be assessed after the first year in business.

(a) Security Deposit. Before occupying the Premises, the Concessionaire must make a damage deposit of Five Hundred Dollars (\$500.00). Concessionaire will leave Premises in same or better condition than the “as-is” condition. Damage deposit may be used for any damages.

(c) Commencement Date. This Lease Agreement shall commence upon execution of this Agreement, and Concessionaire shall open for business no later than March 2, 2018.

(d) Financials. Concessionaire agrees to keep accurate books and records of expenditures related to its operation. The City or its independent auditor reserves the right to conduct its own annual audit of books and records at reasonable times and places during ordinary business hours. Concessionaire agrees to turn in all IRS forms, updated business plans, and other similar financial information by April 1 of each year if requested by City or within sixty (60) days if specifically requested.

(e) Concessionaire is to meet quarterly with the Economic Development Director to review financials and discuss business development and mentoring opportunities.

5. Authorized Use. Concessionaire may sell beer and wine, provided that Concessionaire secures proper licenses and complies with all federal, State, and municipal laws and ordinances. Sales or service of beer or any other alcoholic beverage is governed by Paragraph 25 below.

6. Payment of Taxes and Other Assessments. Concessionaire shall pay all taxes and other assessments for its business during the term of this Lease Agreement. Concessionaire shall pay all sales or other taxes assessed on the operation of the concession business.

7. Utility Services. City shall be responsible to provide most utilities including, but not limited to, natural gas, electricity, sewer, and water for the Premises. Concessionaire enters into Agreements with providers for telephone, cable, and internet service. However, City shall reimburse the cost of these utilities. City shall provide plumbing infrastructure necessary for a dishwasher. City is not responsible to provide any dishwasher appliance.

8. Use of Premises/Catering/Programming. The Premises shall be used only for the purpose of a coffee shop. Food service or catering services outside of the Library building are not permitted. The Concessionaire may cater or provide food service in the Library building as

allowed herein. Concessionaire may create or host its own programming in the leased property with the goal of driving more community participation and engagement. Concessionaire shall have any non-library programming that they host including, but not limited to, events, classes, seminars, promotional ideas, forums, etc. approved, in writing, by the Library Director prior to conducting the activity. Concessionaire shall not program full length independent, documentary, and foreign films that compete with the Park City Film Series program or Sundance Film Festival.. The Library will provide informal notice to Concessionaire of its intended programming of non-exclusive areas.

9. **Licensing.** The City and Concessionaire may also participate in other joint marketing efforts with the prior agreement of each. Concessionaire is responsible for obtaining all necessary licenses for its operation, including a Park City business license. Any private use that would close the Premises to the public requires prior approval by the Library Director.

10. **Care and Repair of Premises by Concessionaire.** Concessionaire has inspected the Premises and accepts it “AS IS” and as acceptable for the purpose of this Lease Agreement. The Concessionaire will not permit the use of the Premises in violation of any State law or County or municipal ordinance or regulation applicable thereto. Concessionaire with the exception of a Leader CBK 48” Refrigerated Bakery Display Case, Counter Height, which City is responsible for. may, with the consent of the City but at the Concessionaire’s own cost and expense and in good workman like manner, make such alterations or improvements to the Premises, excluding common areas, as Concessionaire may require for the conduct of its business without; however, materially altering the basic character of this structure or improvements, or weakening the structure of the Premises. Any permanent alterations or improvements to the Premises shall become the property of the City upon expiration or termination of this Lease Agreement.

Concessionaire shall have sole responsibility for maintaining and repairing all restaurant and kitchen equipment and facilities, including all sinks, microwaves, freezers, and refrigerators. All coffee shop/café equipment that the City owns maybe used by the Concessionaire on an “AS IS” basis and the City makes no claim of its condition or life span.

11. **Maintenance.** The City shall be responsible for all structural maintenance of the Premises, including the roof, foundation, structural members, and exterior wall surfaces. Concessionaire shall be responsible for all interior maintenance, including mechanical and electrical

fixtures, lighting fixtures, janitorial service including trash and mopping resulting from the Concessionaire's use, and glass maintenance (both cleaning and replacement in the event of damage) which is within the exclusive and non-exclusive use areas of Premises or solely serves the Premises, excluding the rest rooms and utility closet. The City shall be responsible for mechanical systems which serve portions of the building other than, or in addition to the Concessionaire's space, as reasonably necessary to maintain the structure and to service common utility facilities.

12. **Access to other space.** Concessionaire shall not interfere with the access to other spaces within the building or obstruct the entrances to those spaces in any way. The City shall have access through Concessionaire's space as reasonably necessary to maintain the structure and to service common utility facilities. The City shall have the right to inspect the Premises at any time, with or without notice.

13. **Signs.** All exterior signs require affirmation from City Council prior to final approval. All signs must meet criteria of the City's Sign Code. The following restrictions apply to exterior building signs:

- (a) Patio Window Signs - No widow signs on patio windows or any other part of the patio or patio furniture.
- (b) Front Door Window Signs- Concessionaire will be able to replace existing front door window vinyl signs for coffee vendor. They can customize the specific hours. No other sizes or font allowed. Vendor will be able to state either their business name or website in 1" letters. Vendor will be able to add their logo below their name or website. Logo Sign not to exceed 4.25"x 5.5".
- (c) Monument Sign on Park Avenue - The City Council has directed staff to pursue changes to the Sign Code to allow a monument sign on Park Avenue. If this Municipal Code change is approve, the final location and design to be affirmed by City Council. The sign shall conform to the Park City Sign Ordinance on date it is installed.

14. **Insurance and Indemnity.** The Concessionaire shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Lease Agreement and/or the Concessionaire's defective performance or failure to perform any aspect of this Lease Agreement; provided, however, that if such claims are

caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Concessionaire; and provided further, that nothing herein shall require the Concessionaire to hold harmless or defend the City, its agents, employees, and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Concessionaire expressly agrees that the indemnification provided herein constitutes the Concessionaire's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Concessionaire claims or recovers compensation from the City for a loss or injury that Concessionaire would be obligated to indemnify the City for under this Lease Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Lease Agreement. The provisions of this section shall survive the expiration or termination of this Lease Agreement. No liability shall attach to the City by reason of entering into this Lease Agreement except as expressly provided herein.

The Concessionaire shall provide a Certificate of Insurance evidencing:

(a). General Liability insurance written on an occurrence basis with limits no less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence and Three Million Dollars (\$3,000,000.00) aggregate for personal injury, bodily injury, and property damage.

The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63-30d-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

(b). Workers Compensation insurance limits written as follows:
Bodily Injury by Accident \$500,000.00 each accident;
Bodily Injury by Disease \$500,000.00 each employee, \$500,000.00 policy limit.

(c) The City shall be named as an additional insured on the insurance policies, with respect to work performed by or on behalf of the Concessionaire and a copy of

the endorsement naming the City as an additional insured shall be attached to the certificate of insurance. The certificate of insurance shall warrant that the City shall receive thirty (30) days' advance notice of cancellation. The City reserves the right to request certified copies of any required policies.

(d) The Concessionaire's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

15. **City Liable Only for Negligence and Intentional Acts.** Except where caused by City's negligence or intentional act, City shall not be liable for any failure of water supply, natural gas supply, or electrical supply; or for any injury or damage to persons or property caused by gasoline, oil, steam, gas or electricity; or hurricane, tornado, flood, wind or similar storms or disturbances; or water, rain or snow which may leak or flow from the street, sewer, gas mains, or any subsurface area or from any part of the building or buildings or for an interference with light.

16. **Nondiscrimination.** Concessionaire will not discriminate against any recipient of any services or benefits provided for in this Lease Agreement on the grounds of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions.

17. **Waiver of Covenants.** It is agreed that the waiver of any of the covenants of this Lease Agreement by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant or any provisions herein contained.

18. **Type of Operation.** Concessionaire agrees to maintain and operate the coffee shop/cafe in a first-class manner and will keep the Premises in a safe, clean, orderly, and inviting condition at all times. All surfaces shall be regularly wiped down and be kept clean. The coffee shop/cafe is to be operated as a convenience to the Library patrons; therefore, all food, drinks, beverages, confections, and other items sold or kept for sale at the coffee shop/cafe will be of high quality. All food and merchandise kept for sale will be subject to inspection by the City. The service will be prompt, sanitary, courteous, and efficient.

19. **Concessionaire's Employees.** During hours of operation, the Concessionaire will agree to retain an active, qualified, competent, and experienced employee at the coffee shop/cafe to supervise the concession operations. The Concessionaire agrees to be an equal opportunity employer and will hire qualified employees without regard to religion, creed, color, sex, (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions. The employee must be authorized to represent and act on behalf of the Concessionaire.

The Concessionaire's employees will be clean, courteous, efficient, and neat in appearance. The Concessionaire will not continue to employ any person or persons, in or about the Premises who shall use improper language or act in a loud, boisterous, or otherwise improper manner.

20. **Laws, Ordinances, Etc.** The Concessionaire will obey all the laws, ordinances, regulations, and rules of the federal, State, County, and municipal governments which may be applicable to its operations. The Concessionaire will further agree to follow recommendations of the County Board of Health.

21. **Garbage Disposal and Recycling.** The City will provide and the Concessionaire shall use suitable covered receptacles for all garbage, trash, and other refuse on or in connection with the coffee shop/cafe. Piling of boxes, cartons, barrels, or other similar items in an unsightly or unsafe manner, on or about the Library or surrounding premises, will not be permitted and must be removed daily to a designated dumpster. When public trash receptacles become full, Concessionaire will empty these into designated dumpsters. City shall provide receptacles for recycling and Concessionaire shall dispose of the items appropriately.

22. **Political Activity Prohibited.** None of the funds, materials, property, or services provided directly or indirectly under the Lease Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

23. **Improvements.** The City will provide infrastructure to operate a coffee concession including but not limited to counters, millwork, storage, sink, plumbing, garbage cans, electrical, and other utility connections. City will provide new garbage cans. City will provide locks

and door hardware for the cabinets. City will provide a water line for a dishwasher. City will not provide specialty equipment or machines such as refrigerators or coffee machines, with the exception of a Leader CBK 48" Refrigerated Bakery Display Case, Counter Height. The café will not have a commercial kitchen. There is not a drain line, floor drain, or running water at or under the front counter tops. Running water and a 3 sink can be found in the back of house/storage area. Immediate drainage to an espresso machine will need to be held in a temporary catch basin prior to being disposed of in the back sink. City will provide a one-time budget of Ten Thousand Dollars (\$10,000.00) for furniture and other fixtures and equipment. The Library Director must approve and will make all purchases. Any furniture, fixtures, and equipment will remain property of the City. The budget shall not be used for any advertising or marketing, paint, signage, or special flooring, other than outlined above.

24. **Termination.** Either party may terminate this Lease Agreement with sixty (60) days written notice to the other for any reason. However, notice may not be given before four (4) months from the execution of this Lease Agreement.

26. **Party at Fault.** In the event either party shall enforce the terms of this Lease Agreement by suit or otherwise, the party found to be at fault by a court of competent jurisdiction shall pay the costs and expenses of the prevailing party, including reasonable attorney's fees.

27. **Failure to Perform Covenant.** Any failure on the part of either party to this Lease Agreement to perform any obligation hereunder, and any delay in doing an act required hereby shall be excused if such failure or delay is caused by any strike, lockout, governmental restriction, or act of God, or any similar cause beyond the control of the parties so failing to perform.

28. **No Assignment or Sublet.** The covenants and agreements contained within this Lease Agreement shall apply to the benefit of and be binding upon the parties hereto and shall not be assigned.

29. **Sublease.** Concessionaire shall not sublease Premises.

30. **Time.** Time is of the essence of this Lease Agreement and every term, covenant, and condition herein contained.

31. **Paragraph Headings.** The paragraph headings as to the contents of particular paragraphs herein are inset only for convenience and are in no way to be construed as part of such paragraphs or as a limitation in the scope of the particular paragraph to which they refer.

32. **Notices.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing by United States mail, postage prepaid and registered and addressed to the below-listed address of the party or to such other address as the parties may from time to time designate in writing.

As to City:

Park City Municipal Corp.
City Attorney
P O Box 1480
Park City UT 84060

As to Concessionaire:

Taylor Matkins
8847 Northcove Dr.
Park City, UT 84098

33. **Independent Contractor Relationship.**

A. The parties intend that an independent Concessionaire/City relationship will be created by this Lease Agreement. No agent, employee, or representative of the Concessionaire shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Concessionaire are not entitled to any of the benefits the City provides for its employees. The Concessionaire will be solely and entirely responsible for its acts and for the acts of its agents, employees, or representatives during the performance of this Lease Agreement.

B. In the performance of the services herein contemplated, the Concessionaire is an independent contractor with the authority to control and direct the performance of the details of the coffee shop/cafe; however, the service and products contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory fulfillment thereof.

34. **Prohibited Interest.** No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

35. **Severability.**

A. If, for any reason, any part, term, or provision of this Lease Agreement is held by a court of the United States or any State thereof to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Lease Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

36. **Entire Agreement.** This Lease Agreement constitutes the entire and only agreement between the parties with respect to this concession and it cannot be altered except by written instrument, signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement on the day and year first above-written.

**PARK CITY MUNICIPAL CORPORATION, a
Utah municipal corporation**

By: Andy Beerman
ANDY BEERMAN, Mayor

Attest:

Michelle Kellogg
Michelle Kellogg, City Recorder



Approved as to form:


Polly Samuels McLean, Assistant City Attorney

LUCKY ONES COFFEE LLC, a Utah limited liability company

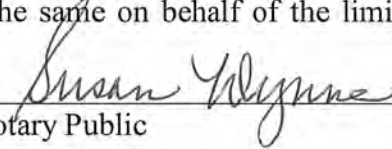
By: Lucky Ones Coffee LLC
Name: Katie Holmfield Taylor Mathews
Title: Owners

STATE OF UTAH)

) ss.

COUNTY OF SUMMIT)

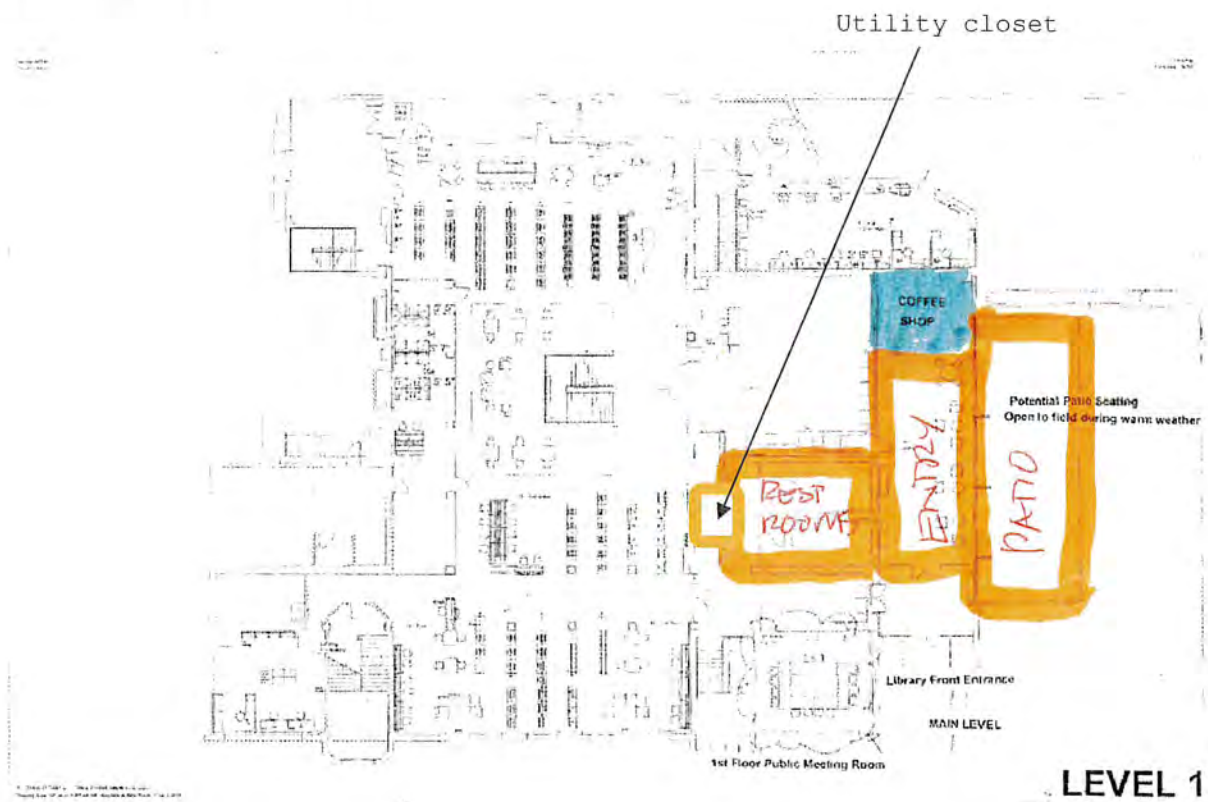
On this 7 day of February 2018 before me, the undersigned notary public, personally appeared Katie Holmfield & Taylor Mathews, as Owners of LUCKY ONES COFFEE LLC, a Utah limited liability company, personally known to me/proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same on behalf of the limited liability company.


Notary Public

My commission expires:



Exhibit A – Leased Spaces



— EXCLUSIVE



— NON EXCLUSIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/1/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

COLEMAN INSURANCE AGENCY, INC.
2102 E. 3300 S.
Salt Lake City, UT 84109

CONTACT

NAME:

PHONE (A/C, No., Ext): (801)466-1554

FAX (A/C, No): (801)466-4390

E-MAIL

ADDRESS: ccoleman@farmersagent.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : TRUCK INSURANCE EXCHANGE

21709

INSURER B :

INSURER C :

INSURER D : FIRE INSURANCE EXCHANGE

21985

INSURER E :

INSURER F :

INSURED

LUCKY ONES COFFEE, LLC

1255 PARK AVE
PARK CITY, UT 84060

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	X	606647766	2/1/2018	2/1/2019	EACH OCCURRENCE \$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 75,000
						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC					GENERAL AGGREGATE \$ 4,000,000
	OTHER:					PRODUCTS - COM/PIOP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY					
	☐ ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	☐ OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N Y N/A	A06111597	2/1/2018	2/1/2019	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

LOCATION: 1255 PARK AVE PARK CITY, UT 84060

Additional Insured:

Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060

CERTIFICATE HOLDER

PARK CITY MUNICIPAL CORP
PO BOX 1480
PARK CITY, UT 84060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

150

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Council Agenda Item Report

Meeting Date: November 29, 2018

Submitted by: Luke Cartin

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section: NEW BUSINESS

Subject:

Consideration to Approve Resolution 32-2018, a Resolution by the Park City Council to Achieve Net-Zero Carbon by 2022 for the Municipal Government and by 2030 for the Broader Community and for Park City to Invite Other Local Governments to Join Us with the Goal
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Net Zero Staff Report](#)

[2030 Energy Goal Resolution](#)

City Council Staff Report



Subject: Proposed Resolution 32-2018: Setting Park City Community-wide net-zero and 100% renewable goal to 2030
Author: Luke Cartin
Department: Sustainability
Date: November 29, 2018

Executive Summary

Park City has set North America's most ambitious community-wide climate goals: to be net zero carbon and 100% renewable electricity by 2032. The latest international climate report has called for drastic action, and Mayor Beerman requested discussion and possible adjustment of City goals.

Background

- On September 24, 2015 City Council elevated Energy to a Critical Priority and set a goal of net zero carbon emissions for municipal operations by 2022 and citywide by 2032.
- On March 24, 2016 City Council passed a resolution inviting other communities to join us in our goal.
- On September 22, 2016 City Council passed Resolution 23-2016 to set 100% renewable electricity goals by 2022 for municipal operations and 2032 community-wide.
- On February 23, 2017, Park City and Rocky Mountain Power entered into a Joint Clean Energy Cooperative Statement to work together to source 100% renewable electricity for city operations and community-wide.
- On November 8, 2017, Park City City Council approved entering into an Engineering Professional Services Agreement with Rocky Mountain Power to identify renewable projects to achieve the 2022 municipal operations goal of 100% renewable electricity.

Discussion

Park City has set a goal of 100% renewable electricity by 2022 for City operations and 2032 community-wide. These ambitious goals have produced results: electric buses, regenerative agriculture program, and proposed clean energy legislation.

The 2022 municipal operations goal is on track, and is not being proposed to be modified. There will be an update to City Council on this specific goal in the next few months that includes a project list and carbon footprint.

The 2032 community goal has been progressing. The excitement of the program was evident at the Utah Legislature Joint Interim Session of the Public Utilities, Energy, and Technology Committee that Mayor Beerman presented to on [August 15, 2018](#).

Concepts about the 2019 100% renewable electricity legislation received very strong support from the politically diverse committee members.

The Utah [Olympic and Paralympic Exploratory Committee Report](#) proposed a 2030 Winter Olympic Games that would be powered by 100% renewable electricity, feature electric transit, and be carbon negative. Park City is a key to Olympic Games success, which includes hosting many events to providing expertise in sustainability efforts. If the Winter Games are awarded to Utah, many of the environmental programs that need to be completed for the games would benefit Park City's sustainability goals. The timelines are not fully aligned (2030 Games and 2032 City goal).

Intense wildfires, droughts, and rainfall are [becoming more common in the United States](#) due to climate change. On October 8, 2018, the Intergovernmental Panel on Climate Change (IPCC) released an [updated climate report](#). The IPCC report, made up of 6,000 scientific references, issued the most dire warning to date for the report. In summary, it stated that we have 12 years to make "rapid and far-reaching transitions" in our emissions in order to avoid the most catastrophic climate disasters (including ecological systems loss and irreversible change). These world-wide transitions must be underway by 2030 to begin to mitigate and lessen the effects, and Park City could take a leadership position to set a 2030 carbon neutrality goal for others to follow.

What Is Being Proposed

- Modify Resolution 23-2016 to reflect the latest climate science and adjust 2032 net zero carbon and 100% renewable goals to 2030.
- Staff develops a plan, in coordination with City Council and the Mayor, to drive participation in mountain towns to adopt 2030 carbon neutral and renewable goals.

Recommendations for City Council to Consider

Option 1: Council passes Resolution 32-2018 (Attached)

Pros

- This will align sustainability goals with latest climate science call to action
- This will align sustainability goals with potential 2030 Winter Olympics

Cons

- This will move North America's most ambitious climate goal ahead two years.
- There are still many significant barriers to meeting the current goals

Option 2: Council modifies resolution.

Option 3: Council does not pass resolution.

Department Review

Sustainability, Legal and Executive

RESOLUTION 32-2018

A RESOLUTION BY THE PARK CITY COUNCIL TO ACHIEVE NET-ZERO CARBON BY 2022 FOR THE MUNICIPAL GOVERNMENT AND BY 2030 FOR THE BROADER COMMUNITY AND FOR PARK CITY TO INVITE OTHER LOCAL GOVERNMENTS TO JOIN US WITH THE GOAL.

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

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

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

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

WHEREAS, Park City is nestled in the Wasatch Range and is dependent on world class snow and moderate temperatures to sustain our resort economy and support our high quality of life; and

WHEREAS, our community has expressed deep concerns for the environment we live in. Many citizens have chosen to move to Park City because of our beautiful natural setting, clean air, expansive open spaces, and snow covered mountains; and

WHEREAS, local governments are the front line of Climate Change, inaction by the federal government pushes the burden on local communities to act . In addition, community-based efforts are nimble and more directly able to address the impacts of Climate Change; and

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

WHEREAS, as a resort community, we have an opportunity to broadly influence opinions on Climate Change. We are an international brand known for our natural setting and recreation.

WHEREAS, we have a disproportionately sized carbon footprint due to our mountain climate, large homes, visitor travel and complex infrastructure. This is not sustainable utilizing our current energy sources; and

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

NOW, THEREFORE, BE IT RESOLVED that the Mayor of Park City and the Park City Council strongly urge other local governments to join us in our goal of becoming a net-zero carbon government agency by 2022 and a net-zero carbon community with the annual electricity needs coming from 100% renewable resources by 2030.

FURTHER, BE IT RESOLVED, that the City engage with other interested communities to adopt the same goals.

PASSED by the City Council of Park City this 29th day of November, 2018.

PARK CITY MUNICIPAL CORPORATION

Mayor Andy Beerman

Attest:

Michelle Kellogg, City Recorder

Approve as to form:

Mark D. Harrington, City Attorney

Council Agenda Item Report

Meeting Date: November 29, 2018

Submitted by: Elizabeth Jackson

Submitting Department: Planning

Item Type: Ordinance

Agenda Section: NEW BUSINESS

Subject:

Consideration to Approve Ordinance 2018-59, an Ordinance Amending the Municipal Code of Park City, Utah, Chapters 14-1-2 Creation of Forestry Manager, Board and Appointments; 14-1-3 Duties and Responsibilities of the Forestry Manager; 14-1-4 Duties and Responsibilities of the Forestry Board; 14-1-5 Regulations for Planting Trees and Landscaping in the City's Right-of-Way; 14-1-11 Permit to Remove Trees or Vegetation from City Property; 14-1-14 Appeals for Park City Municipal Corporation of Summit County, Utah
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Park City Municipal Forestry Plan Partial Adoption and Municipal Code Amendments Staff Report and Ordinance](#)

City Council Staff Report

Subject: Draft Park City Municipal Forestry Plan Partial Adoption and Municipal Code Amendment
Author: Bruce Erickson, Planning Director
Liz Jackson, Planning Technician
Project: PL-18-04018
Department: Planning
Date: November 29, 2018
Type of Item: Legislative - Municipal Code Amendment

Summary Recommendations

Staff recommends that the City Council review the proposed Municipal Code Amendments to address the City's Forestry Plan by amending Municipal Code Title 14-1 Trees/landscaping On Public And Private Property. Specifically, staff proposes to amend the following sections of Municipal Code Chapter 14: 14-1-2, 14-1-3, 14-1-4, 14-1-5, 14-1-11, 14-1-14. Staff recommends that the City Council open a public hearing and consider approving the Draft Ordinance.

Executive Summary

Since 1992, Park City has been designated a [Tree City USA](#) community. To meet the requirements of this designation and to simplify landscaping in public spaces, staff is proposing amendments to [Municipal Code 14-1 Trees/landscaping On Public And Private Property](#). Previously, the Forestry Manager was the City Manager or his/her designee. The City Manager appointed a new Forestry Manager on October 22, 2018. At this time, the City has yet to adopt an approved Forestry Plan ("the plan") or convene the Forestry Advisory Board, two of the four requirements for the Tree City USA designation. Staff is proposing to amend Municipal Code 14-1 in order to redefine the selection of Forestry Advisory Board members and outline their duties and responsibilities; clarify the role of the Forestry Manager and delineate the appeal process of his/her determinations; and adopt a plant list.

Proposal

Staff is proposing the following changes to Municipal Code Title 14-1 in order to:

- Clarify that the Forestry Board is advisory, as opposed to regulatory;
- Update the City's process of selecting members for a Forestry Advisory Board;
- Clarify the duties and responsibilities of the Forestry Manager and Forestry Advisory Board;
- Update the Appeals process for decisions made by the Forestry Manager;
- Include the Plant List as recommended by the draft Forestry Plan (never adopted). [See Planning Commission [Staff Report](#) (beginning page 21)];

Background

Meeting Date	Links	Summary
February 28, 2018	PC Staff Report (beginning page 18) Minutes (beginning on page 2)	City Engineer provided an overview and requested Planning Commission feedback of the draft Forestry Plan.
October 22, 2018		City Manager Diane Foster appointed Planning Director Bruce Erickson as Forestry Manager.

Analysis

Currently, there are several shortcomings of Municipal Code Title 14-1 that staff intends to improve with these proposed amendments:

1. **Title of the Forestry Advisory Board.** Staff proposes to rename the Park City Forestry Board as the Forestry Advisory Board as it is meant to offer guidance to the Forestry Manager and assist in formation of the Forestry Plan, as opposed to acting as a regulatory body.
2. **Forestry Advisory Board member selection.** Staff is not sure if or when the last Forestry Board meeting convened, but Municipal Code Title 14-1 states that the Board consists of three members of the Parks, Recreation and Beautification Advisory Board. Staff is proposing that the Board be reorganized to consist of six members. This includes the City Engineer, as well as City staff members, including one staff member from each of the following departments: Planning, Sustainability, Trails and Open Space, and Parks. The Forestry Manager shall act as the Chair of the Forestry Advisory Board.
3. **Forestry Manager and Forestry Advisory Board duties and responsibilities.** The proposed amendments state that the Forestry Manager is able to provide guidance to public property owners on their landscaping, although this is not necessarily a requirement of the Land Management Code. The Forestry Advisory Board will be subject to applicable Open and Public Meetings Act regulations.
4. **Forestry Manager Appeals Process.** Currently, any appeals of the Forestry Manager's determinations would go to the Forestry Board. Because staff is proposing that the Forestry Manager act as the Chair for the Forestry Advisory Board, any appeals to their determinations will be brought before the Planning Commission for their review.
5. **Plant List.** The draft Forestry Plan includes a plant list that staff has determined to be useful. This list was created by a Landscape Architect and curated specifically for Park City's climate. Staff proposes the addition of this list into Title

14-1 allowing staff to regulate the types of plant material in the City's rights-of-way and public spaces. The plant list will also offer City project applicants a clear and concise variety of plantings to choose from when creating project plans.

Maintaining Park City's natural setting is a priority of the community, per the [2014 General Plan](#). Taking these steps to clarify Title 14-1 of the Municipal Code will further the City's efforts to determine and standardize appropriate plantings for the community's public areas and solidify how the City, Forestry Manager, and Forestry Advisory Board will manage the creation of the Forestry Plan.

Staff has attached a complete set of redlines applicable to the Forestry Manager, Forestry Advisory Board, and Forestry Plan as Exhibit A to this staff report.

Schedule

The remaining schedule for the adoption of the draft Forestry Plan is as follows:

- Once the ordinance is adopted, appointed Forestry Manager and staff will work to form the Park City Forestry Advisory Board and the board's administration.
- The Forestry Advisory Board will work to create a full Forestry Plan.

Department Review

This report has been reviewed by Planning, Engineering, Sustainability, and Legal. All comments have been integrated into this report.

Significant Impacts

Once adopted, the Park City Forestry Plan will require staff time to create the Forestry Advisory Board, participate on the Forestry Advisory Board, solidify a Forestry Plan, and update Municipal Code Title 14, as well as Land Management Code Title 15 as needed. These two sections assist staff in improving public and private landscapes.

Recommendation

Staff would like City Council to adopt an ordinance to amend Municipal Code 14-1, as shown in Exhibit A:

- 14-1-2 Creation of Forestry Manager, Board and Appointments;
- 14-1-3 Duties and Responsibilities of the Forestry Manager;
- 14-1-4 Duties and Responsibilities of the Forestry Advisory Board;
- 14-1-5 Regulations for Planting Trees and Landscaping in the City's Right-of-Way;
- 14-1-11 Permit to Remove Trees or Vegetation from City Property;
- 14-1-14 Appeals.

Alternatives

- The City Council may approve Amendments related to Municipal Code Title 14-1 Trees/landscaping On Public And Private Property; or
- The City Council may deny these Amendments; or

- The City Council may continue the public hearing and discussion to a date certain.

Consequences of not taking recommended action

- Park City would not be in alignment with the Municipal Code Chapter 14 requirements of having a Forestry Advisory Board and Forestry Plan; and
- The City would not be able to improve how we are meeting the standards of Tree City USA; and
- Staff will continue to be unable to consistently and effectively regulate forestry in the City's rights-of-way and public space.

Exhibits

Exhibit A – Draft Ordinance

Exhibit A – Draft Ordinance

ORDINANCE NO. 2018-59

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF PARK CITY, UTAH, CHAPTERS 14-1-2 CREATION OF FORESTRY MANAGER, BOARD AND APPOINTMENTS; 14-1-3 DUTIES AND RESPONSIBILITIES OF THE FORESTRY MANAGER; 14-1-4 DUTIES AND RESPONSIBILITIES OF THE FORESTRY BOARD; 14-1-5 REGULATIONS FOR PLANTING TREES AND LANDSCAPING IN THE CITY'S RIGHT-OF-WAY; 14-1-11 PERMIT TO REMOVE TREES OR VEGETATION FROM CITY PROPERTY; 14-1-14 APPEALS FOR PARK CITY MUNICIPAL CORPORATION OF SUMMIT COUNTY, UTAH

WHEREAS, Park City has an interest in conserving a connected, healthy network of open space for continued access to and respect for the Natural Setting; and

WHEREAS, the City shall implement projects to enhance the context and character of the surrounding built and natural environment; and

WHEREAS, the proposed Municipal Code amendments reflect the General Plan's intent to encourage sustainable landscape and building practices; and emphasize the natural setting of Park City; and

WHEREAS, the Forestry Manager may recommend to City Council the adoption of numerous forestry and revegetation techniques to suit the specific environment of City owned or managed open space in consultation with the Environmental Sustainability Manager and Open Space and Trails Manager; and,

WHEREAS, the Forestry Manager may adopt different standards for wildland fire interface zoning in consultation with the Chief Building Official and City Fire Marshal; and,

WHEREAS, the Forestry Manager shall adopt a different standard for regenerative agriculture in consultation with the Sustainability Manager; and,

WHEREAS, the Forestry Manager, applicable City staff, and the appointed Forestry Advisory Board will work to produce and implement the proposed policy and future Urban Forestry Plan.

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

SECTION 1. AMENDMENTS TO TITLE 14 – Municipal Code Chapter 14-1-2, 14-1-3, 14-1-4, 14-1-5, 14-1-11, 14-1-14. The recitals above are incorporated herein as findings of fact. The applicable Sections of Title 14 Chapter 1 of the Municipal Code of Park City are hereby amended as redlined below.

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

PASSED AND ADOPTED this 29th Day of November 2018

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, MAYOR

ATTEST:

Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

14-1-1 Purpose

The City prides itself on its many areas of landscape, both natural and enhanced, and recognizes the importance of trees within the community. Not only do trees add to the beauty of the community, but they stabilize surface drainage, soil erosions, and mitigate siltation of streams. A well-designed landscape planting can reduce air and sound pollution, and regulate solar radiation and wind control.

14-1-2 Creation Of Forestry Manager, Forestry Advisory Board And Appointments

The City Manager or his/her designee shall be the Park City Forestry Manager. The Park City Forestry Advisory Board shall consist of ~~three~~ six (6) members of ~~the Parks, Recreation and Beautification Advisory Board~~ Park City staff, including one staff member from the Planning, Sustainability, Trails and Open Space, and Parks departments, as well as the City Engineer. The Forestry Manager shall act as the Chair of the Forestry Advisory Board. ~~The Chairman of the Parks, Recreation and Beautification Advisory Board shall appoint members to the Park City Forestry Board.~~

~~Each member shall serve a minimum two (2) year term. Of the members first appointed, the Chairman shall designate one to serve for one year, and two for a term of two years. Thereafter, as terms expire, all appointments shall be for terms of two years. Members of the Forestry Board shall serve without compensation.~~

14-1-3 Duties And Responsibilities Of The Forestry Manager

The Forestry Manager shall have full power over all trees and shrubs located within the City's rights-of-way, parks and public places; over trees and shrubs located on private property that constitute a hazard or threat as described herein; and to building sites, both commercial or residential, regarding landscaping, vegetation disturbance limits and visual impacts. ~~The Forestry Manager may provide guidance on private landscapes, pursuant to Land Management Code 15-5-5 and the Forestry Plan.~~

~~The Forestry Manager, with the advising of the Forestry Advisory Board, shall promulgate and update as necessary the Plant List in section 14-1-15. The Plant List shall, upon adoption by ordinance of the City Council, be used by City staff as necessary when reviewing Building, Planning, and Engineering permit applications regarding projects located on public property and in the City's rights-of -way.~~

14-1-4 Duties And Responsibilities Of The Forestry Advisory Board

The Forestry ~~Advisory~~ Board shall assist the Forestry Manager in developing and operating a comprehensive forestry plan. It shall be the responsibility of the Board to study, investigate, counsel, formulate, develop and/or update, and administer a Community Forestry Plan, herein after referred to as "Forestry Plan" for the care, preservation, pruning, planting, replanting, removal or disposition of trees and shrubs in parks, along streets, and in other public places. Such plan will be presented, when appropriate, to the City Council and upon its acceptance and approval, by the Council, shall constitute the official comprehensive city tree plan for the City of Park City.

The Board, when requested by the Forestry Manager, shall consider, investigate, make findings, report and recommend upon any special matter or question coming within the scope of its work. The Board shall choose its own officers, make its own rules and regulations, and keep meeting minutes in accordance with ~~the Open and Public Meetings Act, Utah Code Annotated § 52-4-101, et seq., as amended~~ . A majority of the members shall be a quorum for the transaction of business.

14-1-5 Regulations For Planting Trees And Landscaping In The City's Right-Of-Way

Tree planting on public ways shall be coordinated with required open or landscaping areas on private property so as to achieve the most effective use of these areas and to accomplish the purposes of aesthetics and conservation. All trees planted in the public rights-of-way and all tree planting spaces shall be approved by the Forestry Manager who shall supervise such locating and planting according to the Forestry Plan and in a manner meeting the following considerations:

1. **REPLACEMENT.** Trees that must be removed shall be replaced by a new planting except in circumstances which the Forestry Manager deems impractical.
2. **SPACING.** Unnatural regularity of spacing and arrangement shall be avoided, staggered or irregular locations being preferred, depending upon tree type.
- ~~3. **SPECIES.** Species selected may vary; however, the preference of natives is urged. A list of preferred plants and trees shall be maintained by the Forestry Manager and specified in the Forestry Plan.~~
- 4.3. **DISTANCE FROM CURB AND SIDEWALK, STREET CORNERS, FIRE HYDRANTS, UTILITIES AND SNOW STORAGE.** The Forestry Manager shall give special consideration to locations and species of plantings from curb and sidewalk, street corners, fire hydrants, utilities and for snow removal. Determinations will be based on health and safety issues and/or the provisions set forth in the Forestry Plan.
4. **SPECIES LIST.** A list of plant materials and trees is hereby adopted and shown below. These plant materials and trees are approved for use in the City's rights-of-way and public spaces. Any deviation from this list must be approved by the Forestry Manager. Information for each plant regarding botanical name, mature size, light exposure, foliage color, flower color, flower season, fruit, and if the plant is native or Water Wise is available through contacting the Planning Department.

<u>Coniferous Trees</u>	<u>Deciduous Trees</u>
Austrian Pine	Amur Maple
Blue Spruce	Autumn Blaze Maple
Bosnian Red Cone Pine	Bigtooth Maple
Bristlecone Pine	Bolleana Poplar
Douglasfir	Burr Oak
Engelmann Spruce	Canada Red Chokecherry
Limber Pine	Columnar Swedish Aspen
Norway Spruce	Common Hackberry
Pinyon Pine	Common Pear Tree
Ponderosa Pine	Crabapple
Rocky Mountain Juniper	Downy Serviceberry
Scotch Pine	Emerald Queen Norway Maple
Single-needled Pine	Gambel Oak; Scrub Oak
Sub Alpine Fir	Japanese Tree Lilac
Utah Juniper	Juneberry
Vanderwolf Pine	Kentucky Coffeetree
Western White Pine	Lacebark Elm

White Fir	Lindon Trees Manchurian Ash Marshall Seedless Ash May Day Tree Narrowleaf Cottonwood Patmore Green Ash Quaking Aspen Rocky Mountain Maple Saskatoon Serviceberry Sensation Boxelder Sycamore Maple Tatarian Maple Thornless Hawthorn Turkish Filbert Western Catalpa
<u>Shrubs</u>	
Adam's Needle Alpine Current Antelope Bitterbrush Apache Plume Ash Leaf False Spirea Austrian Copper Rose Beauty Bush Big Basin Sage Bigelow's Sage Black Chokeberry Black Sage Blue Mist Spirea Boulder Thimbleberry Bridal Wreath Spirea Bumald Spirea	Leatherleaf Viburnum Lewis' Mockorange Littleleaf Mockorange Meideland Rose Mentor Barberry, Red Leaf Barberry, Rose Glow Barberry Mountain Lover Mountain Mahogany Mountain Snowberry New Mexico Locust Ninebark Oakbrush Sumac, Skunkbrush Oregon Grape Peking Cotoneaster Purple Sand Cherry Pygmy Pea Shrub

Butterfly Bush	Red Chokeberry
Chenault Coralberry	Redleaf Rose
Chokecherry	Rock Spray Spiraea
Cliff Jamesia	Rose Daphne
Cliff Rose	Rubber Rabbitbrush
Clove Currant	Rugosa Rose
Common Lilac (many cultivars)	Sand Sage
Common Snowberry	Saskatoon Serviceberry
Compact Oregon Grape	Sea Buckthorn
Cranberry Cotoneaster	Shrubby Cinquefoil
Crimson Pygmy Barberry	Siberian Pea Shrub
Curl-leaf Mountain Mahogany	Silver Buffaloberry
Dense Yew	Silver Sage
Diabolo Ninebark	Smoke Tree
Dwarf Korean Lilac	Smooth Sumac
Dwarf Mountain Mahogany	Spreading Cotoneaster
Dwarf Mugo Pine	Squaw Currant
Dwarf Smooth Sumac	Staghorn Sumac
Dwarf Winged Euonymous	Tallhedge Buckthorn
Elderberry	Thinleaf Alder
Fernbush	Utah Serviceberry
Flowering Almond	Wayfaring Tree
Forsythia	Western Sand Cherry
Fringed Sage	Winged Euonymous
Golden Currant	Winterfat
Greenleaf Manzanita	Wolfberry
Harison's Yellow Rose	Woods Rose
Harriman's Yucca	
Honeysuckle Species	
Indian Currant Coralberry	
<u>Perennials</u>	
Barrenwort	Orange Coneflower

Bearded Iris; German Iris	Oriental Poppy
Bergenia, Saxifrage	Ozark Coneflower
Black Eyed Susan	Pale Evening Primrose
Blanket Flower	Palmer Penstemon
Bloody Cranesbill	Partridge Feather
Blue Flax; Lewis' Flax	Pasque Flower
Blue Mint Bush	Pearly Everlasting
Bluebells-of-Scotland	Persian Rockcress
Bronze Evening Primrose	Pine-leaf Penstemon
Butterfly Milkweed	Pine-leafed Garden Pink
Candytuft	Plume-flowered Salvia
Catmint	Poppy Mallow; Prairie Winecup
Chocolate flower	Prairie Coneflower, Mexican Hat
Common Thrift	Prairie Purple Coneflower
Coral Bells	Prairie Skullcap
Creeping Germander	Pussytoes
Creeping Phlox	Pussytoes; Pink Pussytoes; Rosy
Dalmatian Bellflower	Red Hot Poker
Daylily	Rock Soapwort
Desert Four O'Clock	Rockrose
Desert Penstemon	Rocky Mountain Columbine
Dotted Gayfeather	Rocky Mountain Penstemon
Eaton's Beardtongue	Rose Campion
Endress Cranesbill	Russian Sage
English Lavender (many cultivars available including Munstead, Hidcote, Nana, and Jean Davis)	Sand Penstemon
False Indigo	Scarlet Bugler
Fernleaf Yarrow	Serbian Yarrow
French Lavender	Showy Goldeneye
Garden Pinks	Showy Milkweed
Garden Salvia	Showy Stonecrop
Gaura, Whirling Butterflies	Shrubby Sandwort

Gayfeather Germander Sage Globemallow Golden Columbine Greek Yarrow Green Santolina Hens And Chicks Hollyhocks Hummingbird Flower Hummingbird Trumpet Keys Of Heaven, Jupiter's Beard, Red Kitchen Sage Lady's Mantle Lavender Cotton Leadplant Leather Leaf Powder Puff Licorice Hyssop Lilyleaf Ladybells Mat Penstemon Missouri Evening Primrose Mount Atlas Daisy Mountain Gold Alyssum	Siberian Iris Siskiyou Pink Mexican Primrose Sticky Geranium Sulfur Flower Sweet Iris Texas Mist Flower Threadleaf Coreopsis Tufted Beardtongue Tufted Evening Primrose Utah Lady finger; Utah Milkvetch Valerian Wall Germander Wasatch Beardtongue Western Columbine Western Coneflower Whipple's Penstemon Wild Hyssop Wormwood Yarrow Yellow Corydalis Yellow Stork's bill
<u>Annuals</u>	
Ageratum; Flossflower Annual Chrysanthemums; Marguerites Annual Coreopsis Bachelor's Buttons Bells-of-Ireland Blue Marguerite Calendula; Pot Marigold California Poppy	Garden Zinnia Geranium Globe Amaranth Gloriosa Daisy Icelandic Poppy Klondike Cosmos Larkspur; Annual Delphinium Lobelia Love-in-a-mist

Canterbury Bells Carnation; China Pinks China Aster Cleome; Spiderflower Coleus Cosmos Creeping Zinnia Dusty Miller Flanders Poppy Flowering Kale and Cabbage Flowering Tobacco Forget-me-not Garden Petunia Garden Verbena	Love-lies-bleeding Marigolds Nasturtium Painted Tongue; Velvet flower Pansy; Viola Salvia; Flowering Sage Snapdragon Statice Strawflower Sunflower Sweet Alyssum Sweet Pea Sweet William
<u>Turfgrasses and Ornamental Grasses</u>	
Alkali Sacaton Arizona Fescue Blue Avena Grass; Blue Oat Grass Blue Fescue Blue Grama Deergrass Feather Reed Grass Foerster Reedgrass Fountain Grass Galleta Grass; Curly Grass; James' Grass Great Basin Rye Indian Rice Grass Indiangrass Little Bluestem	Maidenhair Grass Mountain Muhly Muhly Grass Muttongrass Needlegrass Overdam Reedgrass Pine Dropseed; Hairy Dropseed Prairie Junegrass Sideoats Grama Spike Dropseed Spike Muhly Switch Grass Tall Wheatgrass
<u>Groundcovers</u>	
Ajuga, Bugleweed Autumn Amber Sumac	Lily-Of-The-Valley Mount Atlas Daisy

Blue Woolly Speedwell	Mountain Gold Alyssum
Chenault Coralberry	Purple-leaf Winter Creeper
Clematis	Pussy Toes; Pink Pussy Toes
Common Juniper	Rockspray Cotoneaster
Creeping Juniper	Snow In Summer
Creeping Oregon Grape	Stonecrop
Creeping Thyme	Sweet Woodruff
Dead Nettle	Thyme-leaf Speedwell
Gray Creeping Germander	Trumpet Vine
Gro-low Sumac	Turkish Speedwell
Halls Honeysuckle	Virginia Creeper, Boston Ivy
Japanese Honeysuckle	Wild Strawberry
Kinnikinnick	Woolly Thyme
Lamb's Ear	

14-1-6 Regulations For Planting Trees And Maintenance Of Trees And Landscaping On Private Property

The City has adopted and implemented landscaping standards to address both aesthetics and conservation concerns for new development. These provisions are included in various chapters of this Code relating to but not limited to water connection/development fees for residential and commercial development, master planned development and subdivision applications, and construction projects subject to sensitive lands criteria.

14-1-7 Public Tree Care

The City shall have the right, as determined by its sole discretion, to plant, prune, maintain, and remove trees, plants and shrubs within rights-of-way, streets and public property as may be necessary to ensure public safety or to preserve or enhance public grounds.

14-1-8 Illegal To Cut Trees And/Or Tree Topping

It shall be unlawful for any person to remove trees situated on City property, including streets and roadways of the City, without obtaining permission from the Forestry Manager for that purpose.

It shall be unlawful as a normal practice for any person, firm, or City department to top any tree. Topping is the severe cutting back of limbs to stubs larger than three inches (3") in diameter within the tree's crown to such a degree as to remove the normal canopy and disfigure the tree. Trees severely damaged by storms or other causes, or certain trees under utility wires or other obstructions where other pruning practices are impractical, may be exempted from this section at the determination of the Forestry Manager.

14-1-9 Pruning, Corner Clearance

Subject to the provisions of Section 14-1-10, every owner of any tree or shrub overhanging any street, sidewalks, or right-of-way within the City shall prune the branches so that such branches shall not severely obstruct the light from any street lamp, obstruct the view of any street intersection, or obstruct and create a hazard on a sidewalk. Said owners shall remove all dead, diseased, or dangerous trees and shrubs, or broken or decayed limbs, which constitute a menace to the safety of the public. The City shall have the right to prune any tree or shrub on private property when it interferes with the proper spread of light along the street from a street light, interferes with visibility of any traffic control device, sign or sight triangle at intersections, or constitutes a hazard on a sidewalk. Any costs incurred by the City will be collected from the adjacent property owner.

14-1-10 Removal Of Dead And/Or Hazardous Trees/Plantings On The City's Right-Of-Way; Property Owner Responsibility

The removal of any tree, living or dead is subject to the permit process, as outlined in Section 14-1-11. Dead trees and/or hazardous planting on the City's right-of-way will be removed at the adjacent property owner's expense. If the dead tree is determined by the City to be a hazard and the adjacent property owner refuses to cooperate with its removal, it shall be removed by the City and any costs incurred will be collected from the adjacent property owner. The City accepts responsibility for maintenance of planted areas on public property and the City's rights-of-way for City installed projects, which are regularly maintained by City staff.

14-1-11 Permit To Remove Trees Or Vegetation From City Property

Any person desiring to cut and remove trees or vegetation from City property, including the City's rights-of-way, shall first make written application to the Forestry Manager and the application shall contain the following information:

1. The exact number of trees to be removed and the location of each with reference to street designations.
2. A statement that the applicant will cut and remove the trees at his/her own cost and expense within thirty (30) days of the date of the permit.
3. A statement that the applicant will restore the City property to the satisfaction of the City and will replant such trees as the City may require and where the City may specify according to the Forestry Plan.
4. That the applicant will indemnify the City against any damage to the City property or to the adjacent property owners or to any injury to persons or property sustained in cutting and removing of the trees.

14-1-12 Fee/Waiver

No permit shall be issued for the cutting and removing of trees upon City property until a charge is assessed by the Forestry Manager covering inspection costs, although the fees may be waived upon a determination that it is in the public's best interest to do so.

14-1-13 Revocation

The permit issued under the provisions of this Chapter is conditioned upon the applicant's performing in full the conditions set out in the permit, and in the event that the City requires the replanting of trees as one of the requirements in the permit, the permittee shall do such work in good faith. In the event such conditions are not met, the permit shall be revoked and the Forestry Manager may assess against permittee such damages as the City shall have suffered through the permittee's failure of performance.

14-1-14 Appeals

Any person may appeal a decision of the Forestry Manager to the ~~Forestry Board~~ Planning Commission who may hear the matter and make a final decision.

Council Agenda Item Report

Meeting Date: November 29, 2018

Submitted by: Tippe Morlan

Submitting Department: Planning

Item Type: Ordinance

Agenda Section: NEW BUSINESS

Subject:

Consideration to Continue an Ordinance Approving the Park City Back Nine Subdivision located at 1884 Three Kings Drive

(A) Public Hearing (B) Continue to January 29, 2019

Suggested Action:

Attachments:

[Park City Back Nine Subdivision Staff Report](#)

City Council Staff Report

Subject: Park City Back Nine Subdivision
Author: Tippe Morlan, AICP, Planner II
Department: Planning
Date: November 29, 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.

Proposal

The purpose of this subdivision is to combine the existing City-owned 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. No residential use is proposed or allowed.

Summary Recommendations

Staff recommends the City Council hold a public hearing for the Park City Back Nine Subdivision located at 1884 Three Kings Drive and **continue** the item to the January 29, 2019 City Council meeting at the request of the applicant.

This item received a **positive** recommendation by the Planning Commission at the October 24, 2018 meeting. The Planning Commission staff report can be found online on the [Park City website](#). Minutes are not yet available.

Disclosure: Park City Municipal is the property owner and applicant, and is represented by the Water and Public Works departments.

Council Agenda Item Report

Meeting Date: November 29, 2018

Submitted by: Tippe Morlan

Submitting Department: Planning

Item Type: Ordinance

Agenda Section: NEW BUSINESS

Subject:

Consideration to Approve Ordinance 2018-60, an Ordinance Approving the 341 Woodside Re-Plat Located at 341 Woodside Avenue, Park City, Utah
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[341 Woodside Avenue Staff Report and Ordinance](#)

[341 Woodside Avenue Plat Exhibits](#)

City Council Staff Report

Subject: 341 Woodside Avenue Plat Amendment
Author: Tippe Morlan, AICP, Planner II
Date: November 29, 2018
Type of Item: Legislative – Plat Amendment



Project Number:	PL-18-03985
Applicant:	George Boozalis Family Limited Partnership
Location:	341 Woodside Avenue
Zoning:	Historic Residential (HR-1)
Adjacent Land Uses:	Residential – Single-family dwellings
Reason for Review:	Plat Amendments require Planning Commission review and City Council approval.

Proposal

The proposed 341 Woodside Avenue Plat Amendment seeks to combine an existing lot and a portion of a second lot into one lot of record at this location. The site is currently undeveloped and consists of the entirety of Lot 11 and the southerly five feet (5') of Lot 12 of Block 30 of the Park City Survey. The proposed plat amendment will create a lot of 2,250 square feet in size.

Summary Recommendations

Staff recommends the City Council hold a public hearing for the 341 Woodside Avenue Plat Amendment located at 341 Woodside Avenue based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Background

September 27, 2018 – The City received a complete Plat Amendment application for the 341 Woodside Avenue Plat Amendment.

October 24, 2018 - The Planning Commission recommended the 341 Woodside Avenue Plant Amendment to the City Council for approval (see Exhibit F for Minutes).

Analysis

The purpose of this plat amendment is to combine two existing lots addressed at 341 Woodside Avenue into one lot of record. Lot 11 is 25 feet by 75 feet and 1,875 square feet in size while the portion of Lot 12 included is 5 feet by 75 feet and 375 square feet in size. The new proposed lot will be 2,250 square feet in size with a lot width of 30 feet. The subject property is undeveloped, and the applicant has indicated that they would like to construct a new single-family structure in accordance with the Land Management Code and with the Historic District Design Guidelines for new construction. A Historic District Design Review will be required for any proposed construction on this lot.

Along the south side of the lot, the neighboring property has a wood deck which encroaches onto this property by approximately 6 inches for a length of 10 feet. Along the north side of the lot, the neighboring property has landscaping including two stone retaining walls which encroach onto this property by up to 9 feet for a length of 60 feet. Both encroachments need to be removed prior to approval of the plat as conditioned by Staff.

HR-1 Requirements

Any future single-family dwelling must maintain all requirements of the HR-1 zone. The proposed lot meets the minimum lot area of 1,875 square feet for a single-family dwelling at 2,250 square feet in size. The minimum lot width of 25 feet is also met as the proposed width is 30 feet. The proposed lot will also be 75 feet deep. These measurements determine the minimum setback requirements which are as follows:

	Required
Front Yard	10 feet
Rear Yard	10 feet
Side Yard	3 feet each

The maximum building footprint for a lot this size is 991.38 square feet according to the building footprint formula illustrated in Table 15-2.2 of the Land Management Code (LMC). Any structure must also maintain a maximum Building Height of 27 feet from Existing Grade and meet all other Building Height regulations.

Good Cause

Staff finds good cause for this plat amendment in that it will clean up the property lines at this location and will allow a structure to be constructed at this address in the future, as allowed by the LMC and Historic District Design Guidelines. Public snow storage easements will be dedicated with the recorded plat.

Process

The approval of this plat amendment application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC §15-1-18. A Historic District Design Review application will need to be submitted for review by Planning Staff prior to issuance of building permits. A Steep Slope Conditional Use permit will be required if more than 200 square feet of any Building Footprint of any Structure is located on or projecting over an existing Slope of thirty percent (30%) or greater.

Department Review

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

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

No public input has been received at the time of this report.

Alternatives

- The Planning Commission may forward positive recommendation to the City Council for the 341 Woodside Avenue Plat Amendment as conditioned or amended; or
- The Planning Commission may forward a negative recommendation to the City Council for the 341 Woodside Avenue Plat Amendment and direct staff to make Findings for this decision; or
- The Planning Commission may continue the discussion on the 341 Woodside Avenue Plat Amendment.

Significant Impacts

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

Consequences of not taking recommended action

The subject property would remain as two separate lots and any future structure would not be able to be constructed over the property line between them.

Summary Recommendation

Staff recommends the City Council hold a public hearing and consider **approving** the 341 Woodside Avenue Plat Amendment 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 – Existing Plat

Exhibit D – Applicant's Project Description

Exhibit E – Aerial Photographs

Exhibit F – Site Photographs

Exhibit G – October 24, 2018 Planning Commission Staff Report ([link](#)) and Exhibits ([link](#)).

Ordinance No. 2018-60

AN ORDINANCE APPROVING THE 341 WOODSIDE RE-PLAT LOCATED AT 341 WOODSIDE AVENUE, PARK CITY, UTAH.

WHEREAS, the owner of the property located at 341 Woodside Avenue has petitioned the City Council for approval of the Plat Amendment; and

WHEREAS, on October 10, 2018, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, on October 6, 2018, proper legal notice was published according to requirements of the Land Management Code and courtesy letters were sent to surrounding property owners on October 10, 2018; and

WHEREAS, the Planning Commission held a public hearing on October 24, 2018, to receive input on plat amendment; and

WHEREAS, the Planning Commission, on October 24, 2018, forwarded a positive recommendation to the City Council; and,

WHEREAS, on November 29, 2018, the City Council held a public hearing to receive input on the plat amendment; and

WHEREAS, it is in the best interest of Park City, Utah to approve the 341 Woodside Re-Plat located at 341 Woodside Avenue.

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

SECTION 1. APPROVAL. The 341 Woodside Re-Plat, 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 property is located at 341 Woodside Avenue.
2. The property consists of consists of the entirety of Lot 11 and the southerly five feet (5') of Lot 12 of Block 30 of the Park City Survey.
3. The property is in the Historic Residential (HR-1) District.
4. The property is vacant.
5. The proposed lot is 2,250 square feet in size.

6. The City received a complete Plat Amendment application for the 341 Woodside Avenue Plat Amendment on September 27, 2018.
7. Along the south side of the lot, the neighboring property has a wood deck which encroaches onto this property by approximately 6 inches for a length of 10 feet.
8. Along the north side of the lot, the neighboring property has landscaping including two stone retaining walls which encroach onto this property by up to 9 feet for a length of 60 feet.
9. The proposed lot meets the minimum lot area of 1,875 square feet for a single-family dwelling at 2,250 square feet in size.
10. The minimum lot width of 25 feet is also met as the proposed width is 30 feet.
11. The proposed lot will also be 75 feet deep.
12. The minimum Front and Rear Setbacks are 10 feet each.
13. The minimum Side Setbacks are 3 feet each.
14. The maximum building footprint is 991.38 square feet.
15. A Historic District Design Review application is required for any new construction proposed at the existing site.

Conclusions of Law:

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

Conditions of Approval:

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

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

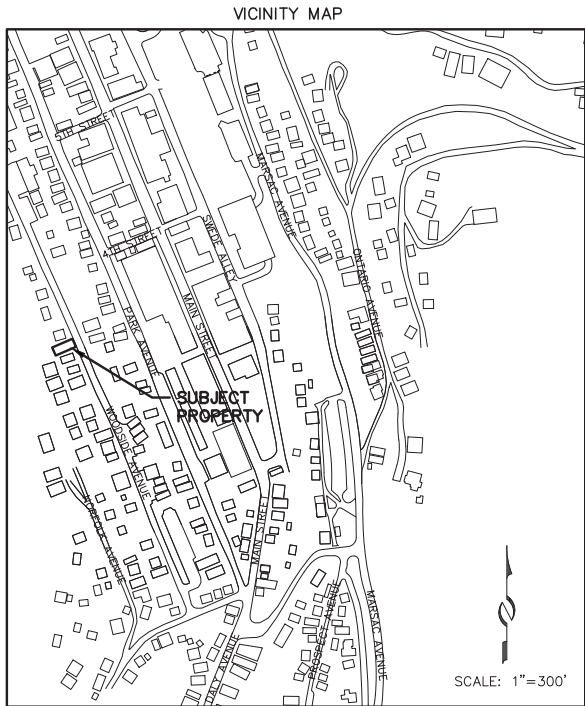
ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney

Attachment 1 – Proposed Plat



SURVEYOR'S CERTIFICATE

I, Charles Galati, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 7248891, as prescribed under the laws of the State of Utah. I further certify that by authority of the owner, I have made a survey of the tract of land shown on this plat and described hereon, hereafter to be known as 341 WOODSIDE AVENUE PLAT AMENDMENT and that the same has been or will be monumented on the ground as shown on this plat.

LEGAL DESCRIPTION

Lot 11 and the South 5 feet of Lot 12, Block 30, Amended Plat of the Park City Survey, according to the official plat thereof, on file and of record in the Office of the Summit County Recorder.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that the undersigned owner of the herein described tract of land, to be known hereafter as 341 WOODSIDE AVENUE PLAT AMENDMENT, does hereby certify that it has caused this subdivision plat to be prepared, and does hereby consent to the recordation of this 341 WOODSIDE AVENUE PLAT AMENDMENT.

In witness whereof, the undersigned set her hand this ____ day of _____, 2018.

GEORGE BOOZALIS FAMILY LIMITED PARTNERSHIP
a Texas limited partnership

By: BOOZALIS ENTERPRISES, L.L.C., a Texas limited liability company
Its General Partner

By: _____
Debbie Boozalis, Vice-President

ACKNOWLEDGMENT

State Of _____:

ss:

County of _____:

On this ____ day of _____, 2018, Debbie Boozalis, personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that she is the Vice-President of BOOZALIS ENTERPRISES, L.L.C., a Texas limited liability company, General Partner of GEORGE BOOZALIS FAMILY LIMITED PARTNERSHIP, a Texas limited partnership, and that said document was signed by her on behalf of said limited liability company by authority of its operating agreement and she acknowledged to me that she executed the 341 WOODSIDE AVENUE PLAT AMENDMENT.

By: _____
Notary Public

Printed Name _____

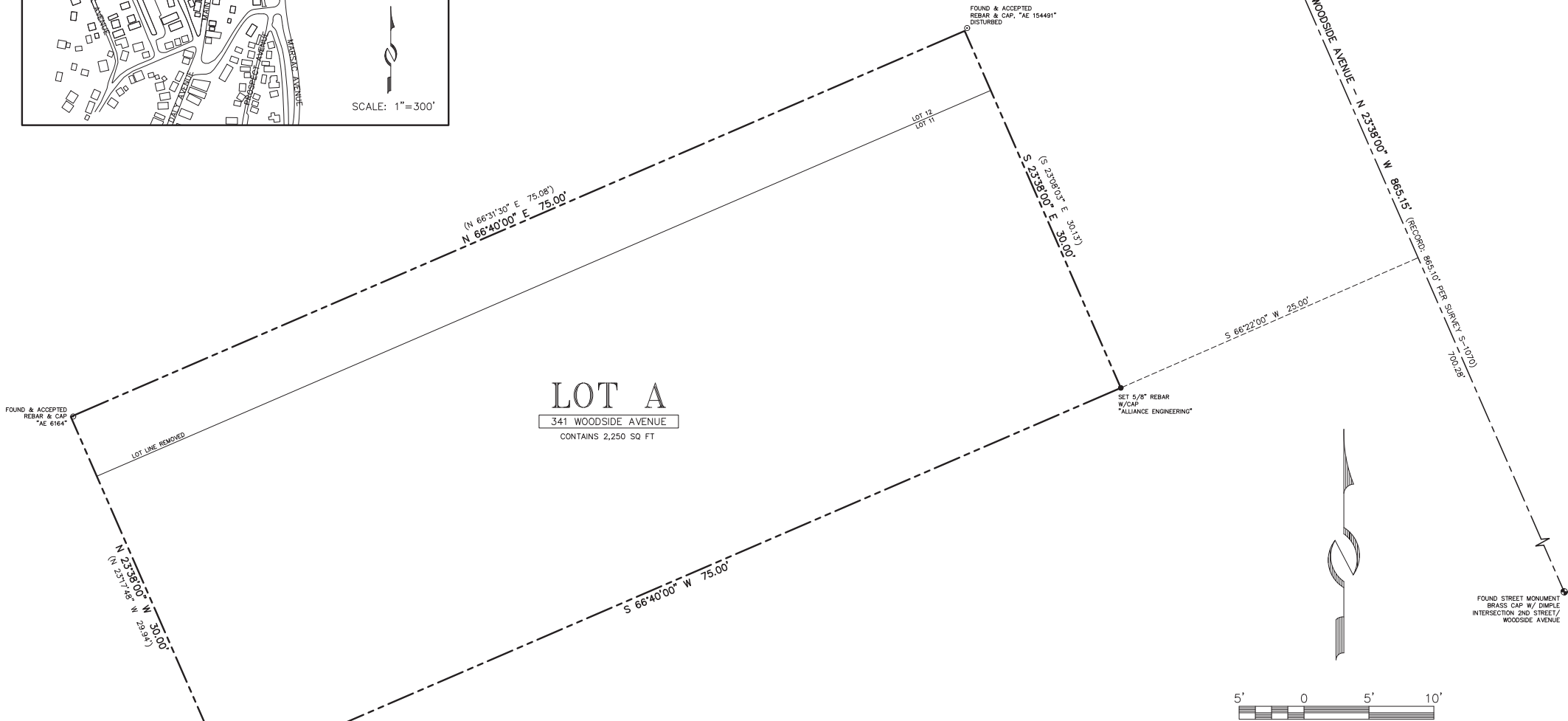
Residing in: _____

My commission expires: _____

Commission No. _____

NOTES

1. This plat amendment is subject to the Conditions of Approval in Ordinance 2018-_____.
2. Measured bearings and distances, when different from record, are shown in parenthesis ().
3. See Record of Survey S-_____.
4. At the time of this plat amendment, the property is located in Zone X, areas determined to be outside the 0.2% annual chance floodplain, as shown on the Flood Insurance Rate Map of the Federal Emergency Management Agency, Panel 938, Map Number 49043C0938C, and has an effective date of March 16, 2006.



341 WOODSIDE AVENUE PLAT AMENDMENT

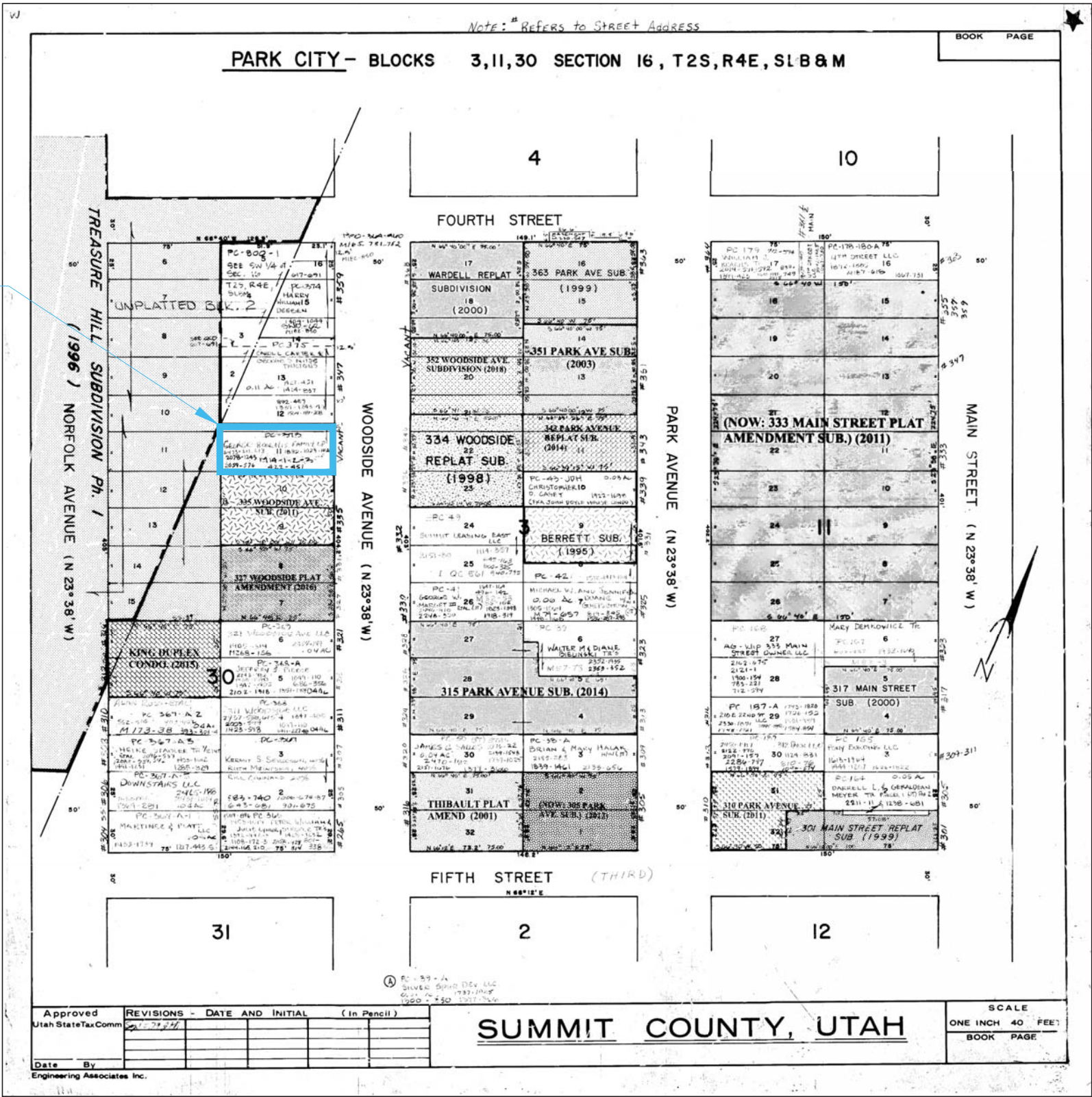
BLOCK 30, PARK CITY SURVEY
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

SHEET 1 OF 1

9/13/18 JOB NO.: 1-8-18 FILE: X:\ParkCitySurvey\dwg\sr\plat2018\010818.dwg

(435) 649-9467 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT		PLANNING COMMISSION	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	COUNCIL APPROVAL AND ACCEPTANCE	CERTIFICATE OF ATTEST	RECORDED
	REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____		APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____	APPROVED AS TO FORM THIS _____	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2018	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY	
	DAY OF _____, 2018		DAY OF _____, 2018	DAY OF _____, 2018	DAY OF _____, 2018	BY _____ MAYOR	OF _____, 2018	
	BY _____ S.B.W.R.D.		BY _____ CHAIR	BY _____ PARK CITY ENGINEER	BY _____ PARK CITY ATTORNEY		BY _____ PARK CITY RECORDER	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____
								FEE _____ RECORDER _____
								TIME _____ DATE _____ ENTRY NO. _____

SUBJECT
PROPERTY



(435) 649-9467

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

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

STAFF:
RYAN BETZ
MARSHALL KING

DATE: 9/12/18

OWNERSHIP EXHIBIT
341 WOODSIDE AVENUE
BLOCK 30, PARK CITY SURVEY

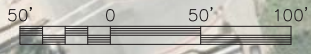
FOR: DEBRA BOOZALIS
JOB NO.: 1-8-18
FILE: X:\ParkCitySurvey\dwg\Exhibits\341 Woodside-ownership map.dwg

SHEET
1
OF
1

PARK CITY SURVEY, BLOCK 30,
LOT 11 AND A PORTION OF LOT 12
(341 Woodside Avenue)
September 13, 2018

PROJECT INTENT

Lot 11 and the southerly five feet of Lot 12, Block 30, Park City Survey (also known as 341 Woodside Avenue) is currently a vacant property. The historic lot line as platted between Lot 11 and Lot 12 still exists. The owners desire to remove the lot line and unify the property into one lot of record with the ultimate goal of constructing a single-family residence on the property.





341 Woodside Avenue - looking southerly



341 Woodside Avenue - looking southwesterly



341 Woodside Avenue - looking westerly



341 Woodside Avenue - looking northeasterly



341 Woodside Avenue - looking easterly

Council Agenda Item Report

Meeting Date: November 29, 2018

Submitted by: Kirsten Whetstone

Submitting Department: Planning

Item Type: Staff Report

Agenda Section: NEW BUSINESS

Subject:

Consideration to Approve Ordinance No. 2018-61, an Ordinance Approving the Larkspur Townhomes 6 Condominium Plat, Located at 7704 Village Way, Park City, Utah
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Larkspur Townhomes 6 Condominium Staff Report and Ordinance](#)

[Larkspur Townhomes 6 Condo Plat Exhibits](#)

City Council Staff Report



Subject: Larkspur Townhomes 6 Condominium Plat
Author: Kirsten Whetstone, MS, AICP- Senior Planner
Date: November 29, 2018
Type of Item: Legislative- Condominium Plat

Project Number:	PL-18-03975
Applicant:	Storied Development, LLC
Location:	7704 Village Way
Zoning:	Residential Development (RD) as part of the Flagstaff Annexation and Master Planned Development (MPD) and the Village at Empire Pass MPD
Adjacent Land Uses:	Residential development parcels of the Village at Empire Pass, Pod A, Larkspur Townhouses, Shooting Star Condominiums, Talisker Club and Open Space.
Reason for Review:	Plat amendments require public hearing and recommendation by the Planning Commission with final action by City Council.

Summary Recommendation

Staff recommends the City Council conduct a public hearing for the Larkspur Townhomes 6 Condominium plat for three multi-family units and consider approving the plat pursuant to the findings of fact, conclusions of law and conditions of approval as outlined in the Ordinance.

Executive Summary/Proposal

This is a request for approval of a condominium plat for three attached dwelling units located on Lot A of the Second Amended Village at Empire Pass Phase 1 Subdivision (Exhibit A). This condominium plat memorializes density (Units and Unit Equivalents) and identifies configuration of these units and areas of private and common ownership. Existing conditions survey, project description, aerial photo and photos of the site were submitted with the application (See Exhibits B, C, D and E). On October 24, 2018, the Planning Commission conducted a public hearing and voted unanimously in favor of forwarding a positive recommendation to the City Council. No public input was received (Exhibit H - Planning Commission minutes- pending approval).

Background / Timeline

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

development conditions and amenities for each parcel. The Agreement was amended in **March of 2007**.

March 4, 2004 – City Council approved the first Larkspur Townhomes Condominium plat that was recorded on May 11, 2004.

July 28, 2004 – Planning Commission approved the Village at Empire Pass Master Planned Development.

September 30, 2004 – City Council approved the Village at Empire Pass Phase 1 (VEP Phase 1) Subdivision that platted the east side lots of the Village at Empire Pass.

November 11, 2004 – City Council approved the Larkspur Townhomes 2 and Larkspur Townhomes 3 Condominium plats that were recorded on January 13, 2005.

April 27, 2006 – City Council approved the Larkspur Townhomes 4 and Larkspur Townhomes 5 Condominium plats that were recorded on August 2, 2006 and August 31, 2006 respectively.

January 6, 2011 – City Council approved an amendment to the VEP Phase 1 Subdivision amending Lot 9 and the plat was recorded on January 4, 2012.

November 9, 2017 – City Council approved a second amendment to the VEP Phase 1 Subdivision combining Lots 1 and 2 into Lot A of the Second Amended Village at Empire Phase 1. The amended plat was recorded on April 10, 2018 (See Exhibit F).

August 8, 2018 – An administrative conditional use permit was approved for the three unit Larkspur Townhomes located on Lot A with a condition of approval that prior to issuance of a certificate of occupancy, a condominium plat was required to be approved and recorded (See Exhibit G). Up to three units and 5.75 UE were approved for the Lot.

August 22, 2018 - the City received a complete application for the Larkspur Townhomes 6 Condominium plat. This plat memorializes the UE, size and configuration of units and identifies areas of private and common ownership. Units 33, 34, and 35 are not constructed at this time.

October 24, 2018 – the Planning Commission voted unanimously to forward a positive recommendation to City Council.

Purpose

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

Analysis

Larkspur Townhomes 6 condominium plat is located in the Residential Development (RD) Zoning District and is subject to the following criteria:

	Permitted	Proposed
Height	28' (+5' for pitched roof)	Meets 28' (+5 for pitched roof)
Front setback	15' with 20' to front facing garage per VEPMPD and ACUP	Meets or exceeds 15', 20' to front facing garage
Rear setback	15' (20' to Marsac Ave frontage)	Meets or exceeds 20'
Side setbacks	12'	Meets or exceeds 12'
Parking	Two spaces required per unit	Two spaces in garages are provided per unit

The platted units include the following:

Unit #	Total Floor Area (sf)	Unit Equivalents (UE)
Unit 33	3782 sf	1.891
Unit 34	3931 sf	1.966
Unit 35	3782 sf	1.891
Total	11,495 sf	5.748

Each unit has a garage less than 600 square feet that is not included in the total unit size or UE calculations. All basement area is included in the total Floor Area and UE calculations. The condominium plat is consistent with the Amended Flagstaff Agreement and the Village at Empire Pass MPD. There is sufficient remaining density for these three units and 5.748 UE. No affordable units are required with these townhome units as the remaining on-mountain obligation of 8.05 affordable unit equivalents (AUE) are assigned to Lodge Buildings #1, 3, and 4 and Parcel B2 East.

Process

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

Good Cause

There is good cause for this condominium plat, as conditioned, as it is consistent with the development pattern envisioned in the amended Flagstaff Development Agreement, the Village at Empire Pass MPD, the associated Technical Reports, and the requirement that multi-family units are required to be platted as condominiums to memorialize density (Units and UE) and describe private and common area and the general configuration of units.

Department Review

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

Notice

On October 9, 2018 the property was posted and notice was mailed to property owners within 300 feet. Legal notice was published in the Park Record and on the Utah Public Notice website on October 6, 2018.

Public Input

Staff received a phone call from a property owner of a unit at Shooting Star across Village Way requesting information on the location and building height of the townhomes. No additional public input has been received.

Alternatives

- The City Council may approve the Larkspur Townhomes 6 Condominium plat as conditioned or amended, or
- The City Council may deny the plat and direct staff to make Findings for this decision, or
- The City Council may continue the discussion to a future date to request additional information or analysis.

Significant Impacts

There are no significant fiscal or environmental impacts from this application. Platting the condominium units allows the units to be sold separately, memorializes the density in terms of Units and UE, and identifies private and common area.

Consequences of not taking the Suggested Recommendation

The units could not be individually sold.

Recommendation

Staff recommends the City Council conduct a public hearing for the Larkspur Townhomes 6 Condominium plat for three attached multi-family units and consider approving the plat pursuant to the findings of fact, conclusions of law and conditions of approval as outlined in the Ordinance.

Exhibits

Ordinance

Exhibit A – Proposed plat

Exhibit B – Existing conditions

Exhibit C – Project description

Exhibit D – Aerial photo

Exhibit E – Photos of site

Exhibit F – Second Amended Village at Empire Pass Phase 1 plat

Exhibit G – Larkspur Townhomes 6 Administrative CUP Action letter

Exhibit H – Planning Commission minutes of 10.24.18- pending approval

Ordinance No. 2018-61

AN ORDINANCE APPROVING THE LARKSPUR TOWNHOMES 6 CONDOMINIUM PLAT LOCATED AT 7704 VILLAGE WAY, PARK CITY, UTAH.

WHEREAS, the owners of the property known as the Larkspur Townhomes 6 Condominiums, located at 7704 Village Way on Lot A of the Second Amendment to the Village at Empire Pass Phase 1 Subdivision, have petitioned the City Council for approval of the Larkspur Townhomes 6 Condominium plat; and

WHEREAS, on October 9th, the property was posted and notice was sent to property owners within 300 feet of the property; and

WHEREAS, on October 6th, proper legal notice was published in the Park Record and on the Utah Public Notice website according to requirements of the Land Management Code; and

WHEREAS, the Planning Commission held a public hearing on October 24, 2018, to receive input on the Larkspur Townhomes 6 Condominium plat;

WHEREAS, the Planning Commission, on October 24, 2018, forwarded a positive recommendation to the City Council; and,

WHEREAS, the City Council on November 29, 2018, held a public hearing and took final action on the Condominium plat; and,

WHEREAS, it is in the best interest of Park City, Utah to approve the Larkspur Townhomes 6 Condominium plat consistent with the Flagstaff Annexation and Development Agreement and the Village at Empire Pass Master Planned Development.

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 Larkspur Townhomes 6 Condominium Plat as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. The property is located at 7704 Village Way.
2. The property is Lot A of the Second Amended Village at Empire Phase 1 Subdivision plat.
3. The property is located in the RD-MPD zoning district.
4. The City Council approved the Flagstaff Mountain Development Agreement and Annexation Resolution 99-30 on June 24, 1999 and amended it in March of 2007. The Development Agreement is the equivalent of a Large-Scale Master Plan. The

Development Agreement sets forth maximum densities, location of densities, and developer-offered amenities.

5. On July 28, 2004, the Planning Commission approved the Village at Empire Pass Master Planned Development.
6. On September 30, 2004, the City Council approved the Village at Empire Pass Phase 1 Subdivision that platted the east side lots of the Village at Empire Pass.
7. A First Amendment to the subdivision amending Lot 9 was approved on January 6, 2011 and was recorded on January 4, 2012.
8. Between March 4, 2004 and April 27, 2006 the original Larkspur Townhomes and Larkspur Townhomes 2, 3, 4, and 5 condominium plats were approved by City Council and recorded at Summit County.
9. On November 9, 2017 a Second Amendment to the subdivision was approved combining Lots 1 and 2 into Lot A of the Second Amended Village at Empire Phase 1. The amended plat was recorded on April 10, 2018.
10. On August 8, 2018, an administrative conditional use permit was approved for the three unit Larkspur Townhomes and up to 5.75 UE, located on Lot A with a condition of approval that prior to issuance of a certificate of occupancy, a condominium plat was required to be approved and recorded.
11. The proposed condominium plat consists of three attached dwelling units consistent with the Village at Empire Pass MPD.
12. Units 33, 34 and 35 consist of 3,782 sf, 3,931 sf, and 3,782 sf respectively in total floor area, including basements but not including the garages.
13. Each unit has a garage less than 600 square feet and therefore no excess garage area is included in the total unit size.
14. The total Unit Equivalents consumed by these three units does not exceed 5.75 UE (11,500 sf), excluding the area of each garage.
15. Two parking spaces are required per unit and each unit has a two car garage.
16. Maximum building height is 28' measured from existing grade. An additional 5' of building height is permitted if the roof pitch is 4:12 or greater. Building height exceptions of LMC Section 15-2.13-4 apply.
17. The VEP-MPD permitted setback exceptions at the time of the Administrative Conditional Use Permit. Minimum front setbacks of 20' to the garage and 15' to the unit were approved with the ACUP on August 8, 2018. Setback exceptions of LMC Section 15-2.13-3 apply.

Conclusions of Law

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

Conditions of Approval

1. The City Attorney and City Engineer will review and approve the final form and

- content of the condominium plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the condominium plat 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 request for an extension is submitted in writing and approved by the City Council.
 3. All conditions of approval of the 2007 Amended Flagstaff Annexation and Development Agreement and Technical Reports and the Village at Empire Pass Master Planned Development, continue to apply.
 4. The CC&Rs shall provide notice and process for the tracking and collection of the Real Estate Transfer Fee as required and defined by the Flagstaff Mountain Development Agreement, as amended.
 5. All conditions and applicable notes, easements and requirements of the Second Amended Village at Empire Pass Phase 1 Subdivision plat continue to apply.
 6. All conditions of the Administrative Conditional Use Permit continue to apply.

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

PASSED AND ADOPTED this ____ day of November, 2018.

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, MAYOR

ATTEST:

Michelle Kellogg, City Recorder

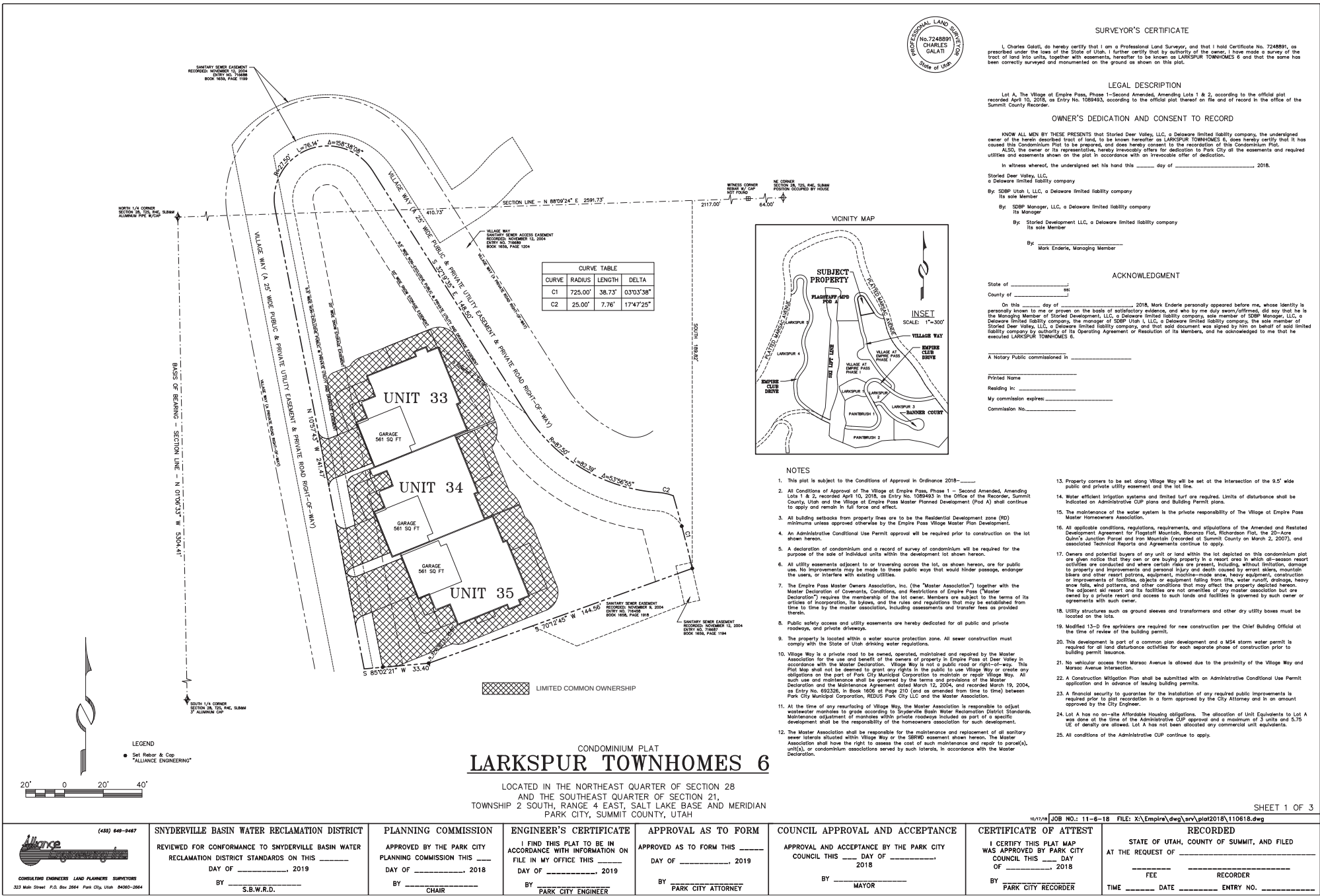
APPROVED AS TO FORM:

Mark Harrington, City Attorney

Exhibits

Exhibit A – Condominium plat

EXHIBIT A



(435) 948-9487
ALLIANCE ENGINEERING
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2864 Park City, Utah 84060-2864

PLANNING COMMISSION
APPROVED BY THE PARK CITY
PLANNING COMMISSION THIS _____
DAY OF _____, 2018
BY _____
CHAIR

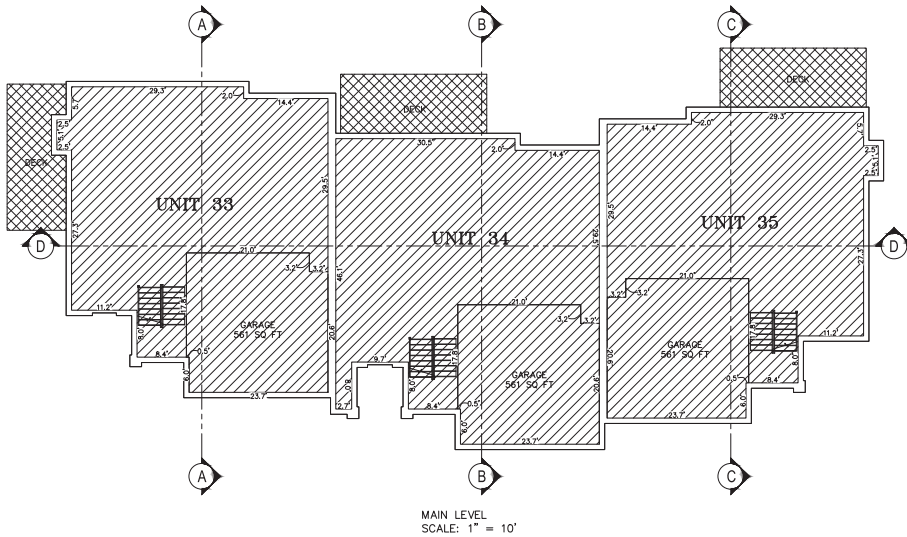
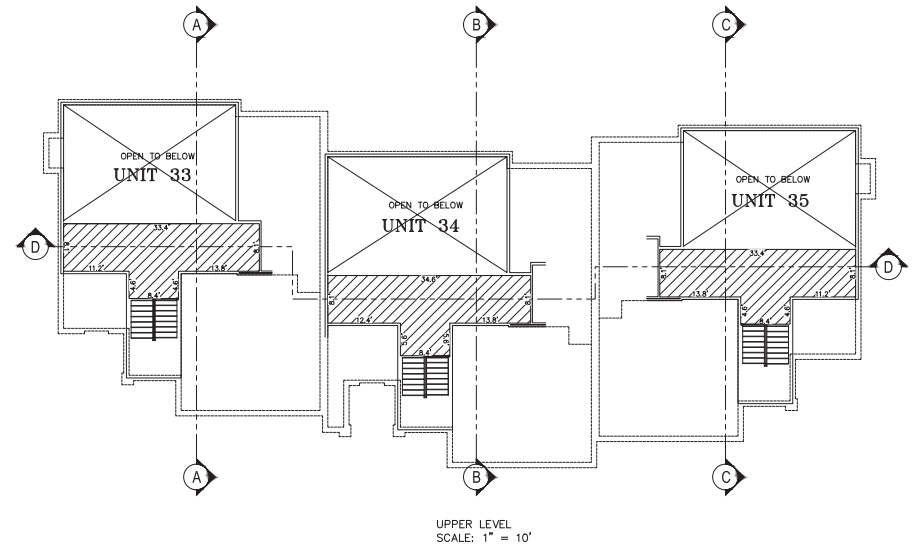
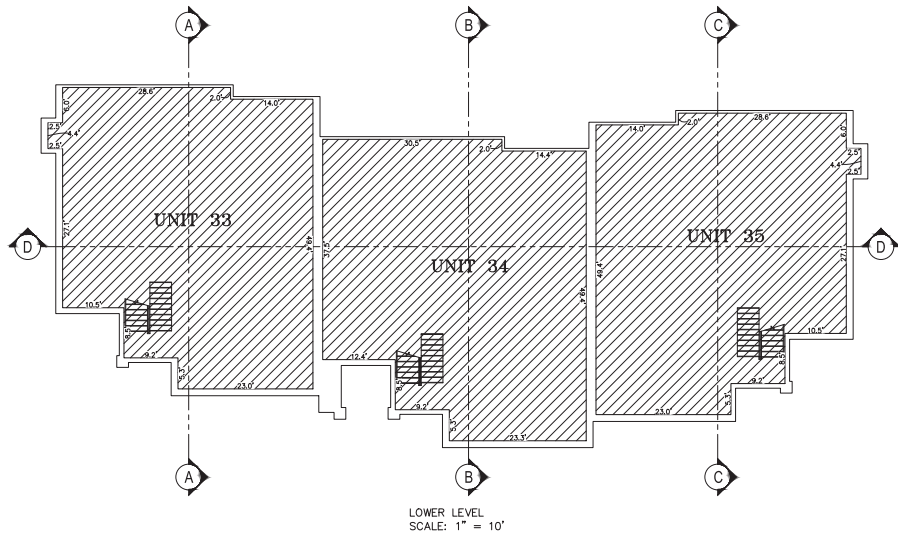
ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN
ACCORDANCE WITH INFORMATION ON
FILE IN MY OFFICE THIS _____
DAY OF _____, 2019
BY _____
PARK CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS _____
DAY OF _____, 2019
BY _____
PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY
COUNCIL THIS _____ DAY OF _____,
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

RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF _____
FEE _____ RECORDER
TIME _____ DATE _____ ENTRY NO. _____



SQUARE FOOTAGE TABLE

UNIT No.	LOWER LEVEL	MAIN LEVEL	UPPER LEVEL	TOTAL	GARAGE
33	1,982	1,490	310	3,782	561
34	2,059	1,545	327	3,931	561
35	1,982	1,490	310	3,782	561

	COMMON AREA
	PRIVATE OWNERSHIP
	LIMITED COMMON OWNERSHIP

CONDOMINIUM PLAT **LARKSPUR TOWNHOMES 6**

LOCATED IN THE NORTHEAST QUARTER OF SECTION 28
AND THE SOUTHEAST QUARTER OF SECTION 21,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

SHEET 2 OF 3

JOB NO.: 11-6-18 FILE: X:\Empire\dwg\arr\plot2018\110618.dwg

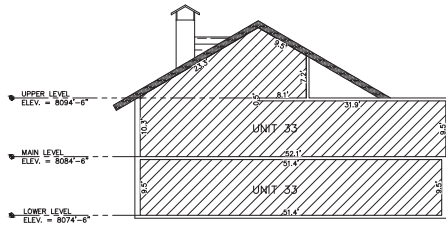
RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

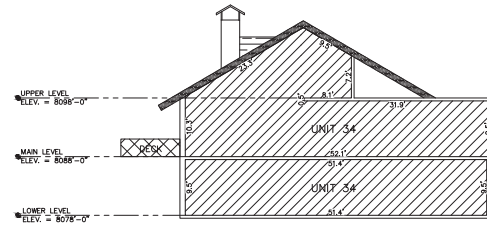
AT THE REQUEST OF _____

FEE _____ RECORDER _____

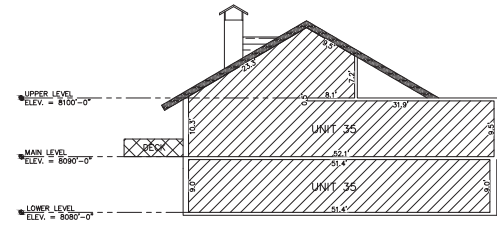
TIME _____ DATE _____ ENTRY NO. _____



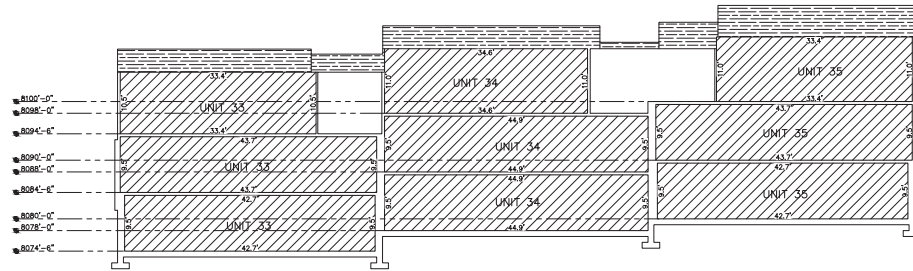
SECTION A
UNIT 33
SCALE: 1" = 10'



SECTION B
UNIT 34
SCALE: 1" = 10'



SECTION C
UNIT 35
SCALE: 1" = 10'



SECTION D
UNITS 33, 34, & 35
SCALE: 1" = 10'

SQUARE FOOTAGE TABLE

UNIT No.	LOWER LEVEL	MAIN LEVEL	UPPER LEVEL	TOTAL	GARAGE
33	1,982	1,490	310	3,782	561
34	2,059	1,545	327	3,931	561
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	COMMON AREA
	PRIVATE OWNERSHIP
	LIMITED COMMON OWNERSHIP

CONDOMINIUM PLAT LARKSPUR TOWNHOMES 6

LOCATED IN THE NORTHEAST QUARTER OF SECTION 28
AND THE SOUTHEAST QUARTER OF SECTION 21,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

SHEET 3 OF 3

JOB NO.: 11-6-18 FILE: X:\Empire\dwg\arr\plot2018\110618.dwg

RECORDED

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

10/27/18
FEE _____ RECORDER
TIME _____ DATE _____ ENTRY NO. _____



EXHIBIT C

LARKSPUR TOWNHOMES 6

LOT A, THE VILLAGE AT EMPIRE PASS PHASE 1-SECOND AMENDED AMENDING LOTS 1 & 2

(7704 VILLAGE WAY)

August 28, 2018

PROJECT INTENT

Lot A, The Village at Empire Phase I Second Amended-Amending Lots 1 & 2 (7704 Village Way) currently exists as a vacant lot. Lot A was recently created by a plat amendment combining the former Lots 1 and 2, The Village at Empire Pass Phase I, in anticipation of a future building on the property.

The owner now desires to construct a three-unit condominium development on the lot, expanding the Larkspur Townhomes condominium project. Each unit will have three floors, a parking garage, and approximately 3,800 square feet, and will be accessed from the westerly side of Village Way.



 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 422 West Street, P.O. Box 2664, Park City, Utah 84060-2664	(435) 646-8487 STAFF: RYAN BETZ DATE: 8/28/18	AERIAL PHOTOGRAPH LOT A. VILLAGE AT EMPIRE PASS PHASE I SECOND AMENDED-AMENDING LOTS 1 & 2 FOR: STORIED DEVELOPMENT JOB NO.: 11-6-18 FILE: X:\Empire\dwg\Exhibits\VAEP Phase 1 Lot A.dwg	SHEET 1 OF 1



Lot A, The Village at Empire Phase Phase I Second Amended-Amending Lots 1 & 2 – looking south



Lot A, The Village at Empire Phase Phase I Second Amended-Amending Lots 1 & 2 – looking southeast



Lot A, The Village at Empire Phase Phase I Second Amended-Amending Lots 1 & 2 – looking northeast



Lot A, The Village at Empire Phase Phase I Second Amended-Amending Lots 1 & 2 – looking northwest

EXHIBIT F

CURVE	RADIUS	LENGTH	DELTA
C1	725.00'	38.73'	03°03'38"
C2	25.00'	7.76'	17°47'25"

SURVEYOR'S CERTIFICATE

I, Charles Galati, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 7248891, as provided under the laws of the State of Utah. I further certify that by authority of the owner, I have made a survey of the tract of land into lots and streets, together with easements, hereinafter to be known as THE VILLAGE AT EMPIRE PASS PHASE 1-SECOND AMENDED, AMENDING LOTS 1 & 2 and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

BOUNDARY DESCRIPTION

ALL OF LOTS 1 & 2, THE VILLAGE AT EMPIRE PASS, PHASE 1, according to the official plat filed November 24, 2004, as Entry No. 718034 in the office of the Summit County Recorder.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that Starved Deer Valley, LLC, a Delaware limited liability company, the undersigned owner of the herein described tract of land, to be known hereinafter as THE VILLAGE AT EMPIRE PASS PHASE 1-SECOND AMENDED, AMENDING LOTS 1 & 2, does hereby certify that it has caused this Plat Amendment to be prepared, and does hereby consent to the recording of this Plat Amendment.

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

In witness whereof, the undersigned set his hand this 12 day of March, 2018.

Starved Deer Valley, LLC,
a Delaware limited liability company
By: SDVP Utah, L.L.C., a Delaware limited liability company
Its sole Member
By: SDVP Manager, LLC, a Delaware limited liability company
Its Manager
By: Starved Development LLC, a Delaware limited liability company
Its sole Member
By: [Signature]
High Interior, Managing Member

ACKNOWLEDGMENT

State of Utah
County of Summit
On this 12 day of March, 2018, Mark Erdre personally appeared before me, whose identity is personally known to me or shown on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is the Managing Member of Starved Development, LLC, a Delaware limited liability company, the owner of SDVP Manager, LLC, a Delaware limited liability company, the owner of SDVP Utah, L.L.C., a Delaware limited liability company, the sole member of Starved Deer Valley, LLC, a Delaware limited liability company, and that said document was signed by him on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members, and he acknowledged to me that he executed the VILLAGE AT EMPIRE PASS PHASE 1-SECOND AMENDED, AMENDING LOTS 1 & 2.

[Signature]
A Notary Public commissioned in Utah
Notary Name: [Signature]
Residing in Castle Valley
My commission expires 11-23-2021
Commission No. 645935

NOTES

- This plat amendment is subject to the Conditions of Approval in Ordinance 2017-64.
- All Conditions of Approval of The Village at Empire Pass, Phase 1, recorded November 24, 2004, as Entry No. 718034 in the Office of the Recorder, Summit County, Utah and the Village at Empire Pass Master Planned Development (PUD A) shall continue to apply and remain in full force and effect.
- All building setbacks from property lines are to be the Residential Development zone (RD) minimum unless approved otherwise by the Empire Pass Village Master Plan Development.
- An Administrative Conditional Use Permit approval will be required prior to construction on the lot shown herein.
- A declaration of condominium and a record of survey of condominium will be required for the purposes of the sale of individual units within the development lot shown herein.
- All utility easements adjacent to or flowing across the lot, as shown herein, are for public use. No improvements may be made to these public ways that would hinder passage, endanger the users, or interfere with existing utilities.
- The Empire Pass Master Owners Association, Inc. (the "Master Association") together with the Master Declaration of Condominiums, Conditions, and Restrictions of Empire Pass ("Master Declaration") requires the membership of the lot owner. Members are subject to the terms of its articles of incorporation, its bylaws, and the rules and regulations that may be established from time to time by the master association, including assessments and transfer fees as provided therein.
- Public safety access and utility easements are hereby dedicated for all public and private roadways, and private driveways.
- The property is located within a water source protection zone. All sewer construction must comply with the state of Utah drinking water regulations.
- Village Way is a private road to be owned, operated, maintained and repaired by the Master Association for the use and benefit of the owners of property in Empire Pass of Deer Valley in accordance with the Master Declaration. Village Way is not a public road or right-of-way. This Plat Amendment will be deemed to grant all rights in the public use of Village Way or other any obligations on the part of Park City Municipal Corporation to maintain or repair Village Way. All such use and maintenance shall be subject to the terms and provisions of the Master Declaration and the Maintenance Agreement dated March 12, 2004, and recorded March 19, 2004, as Entry No. 692308 in Book 1606 Page 212 (hereinafter referred to as the "Maintenance Agreement").

NOTES (CONTINUED)

- At the time of any resubmitting of Village Way, the Master Association is responsible to adjust water/sewer easements to grade according to Snyderville Basin Water Reclamation District Standards. The Master Association shall be responsible for the maintenance and repair of all utility sewer easements situated within Village Way or the SDVP assessment stream. The Master Association shall have the right to access the cost of such maintenance and repair to parcel(s), unit(s), or condominium associations owned by such interests, in accordance with the Master Declaration.
- Property corners to be set along Village Way will be set at the intersection of the 9.5' wide public and private utility easement and the lot line.
- Water efficient irrigation systems and limited turf are required. Limits of disturbance shall be indicated on A-COR plans.
- The maintenance of the water system is the private responsibility of the Village at Empire Pass Master Homeowners Association.
- All applicable conditions, regulations, requirements, and stipulations of the Amended and Repealed Development Agreement for Flagstaff Mountain, Bonanza Flat, Richardson Flat, the 20-Acre Quinn's Junction Parcel and Iron Mountain (recorded at Summit County on March 2, 2007), and associated Technical Reports and Agreements continue to apply.
- Owners and potential buyers of any unit or land within the lot depicted on this plat amendment are given notice that they own or are buying property in a resort area in which all-season resort activities are conducted and where certain risks are present, including, without limitation, damage to property and improvements and personal injury and death caused by snow, sleet, hail, mountain-blowers and other resort patterns, equipment, machine-made snow, heavy equipment, construction or improvements of facilities, debris or equipment falling from lifts, other resort, drainage, heavy snow falls, wind patterns, and other conditions that may affect the property depicted herein. The adjacent all resort and its facilities are not insured or insured by any master declaration but are owned by a private resort and access to such lands and facilities is governed by such owner or agreements with such owner.
- Utility structures such as ground sleeves and transformers and other dry utility boxes must be located on the lots.
- Modified 15-D fee stipulations are required for new construction per the Chief Building Official at the time of review of the building permit.
- This development is part of a common plan development and a M&A storm water permit is required for all land disturbance activities for each separate phase of construction prior to building permit issuance.
- No vehicular access from Marsac Avenue is allowed due to the proximity of the Village Way and Marsac Avenue intersection.
- A Construction Mitigation Plan shall be submitted with an Administrative Conditional Use Permit application and a license of building building permits.
- A financial security to guarantee for the installation of any required public improvements is required prior to plat recording in a form approved by the City Attorney and in an amount approved by the City Engineer.
- Lot A has no on-site Affordable Housing obligations. The allocation of Unit Equivalents to Lot A may be done at a future date by separate recorded document. Lot A has not been allocated any commercial unit equivalents.

THE VILLAGE AT EMPIRE PASS PHASE 1-SECOND AMENDED
AMENDING LOTS 1 & 2

LOCATED IN THE NORTHEAST QUARTER OF SECTION 28
AND THE SOUTHEAST QUARTER OF SECTION 21,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

LEGEND

• Set Backer & Cap
"ALLIANCE ENGINEERING"

(435) 648-9467 SNYDERVILLE BASIN WATER RECLAMATION DISTRICT REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS <u>14-11</u> DAY OF <u>March</u>, 2018 BY <u>[Signature]</u> S.B.W.R.D.	APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 11TH DAY OF OCTOBER, 2017 BY <u>[Signature]</u> CHAIR	ENGINEER'S CERTIFICATE I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS <u>2-12</u> DAY OF <u>March</u>, 2018 BY <u>[Signature]</u> PARK CITY ENGINEER	APPROVAL AS TO FORM APPROVED AS TO FORM THIS <u>6th</u> DAY OF <u>April</u>, 2018 BY <u>[Signature]</u> PARK CITY ATTORNEY	COUNCIL APPROVAL AND ACCEPTANCE APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 9TH DAY OF NOVEMBER, 2017 BY <u>[Signature]</u> MAYOR TEO TEM	CERTIFICATE OF ATTEST I CERTIFY THIS PLAT MAP WAS APPROVED BY PARK CITY COUNCIL THIS 9TH DAY OF NOVEMBER, 2017 BY <u>[Signature]</u> PARK CITY RECORDER	RECORDED STATE OF UTAH, COUNTY OF SUMMIT, and FILED AT THE REQUEST OF <u>Charles Galati</u> FEES <u>\$21.00</u> TIME <u>4:10pm</u> DATE <u>4/10/2018</u> ENTRY NO. <u>1087493</u>
---	--	---	--	---	---	--



August 8, 2018

Richard Wagner
Storied Deer Valley LLC
PO Box 4349
Park City, UT 84060

NOTICE OF ADMINISTRATIVE ACTION

<u>Project Name</u>	Larkspur Townhouses
<u>Project Number</u>	PL-18-03942
<u>Project Description</u>	Administrative Conditional Use Permit
<u>Date of Action</u>	August 8, 2018

Action Taken by Planning Staff: The Planning Staff APPROVED the proposed Larkspur Townhouses Administrative Conditional Use Permit for three (3) units located at 7704 Village Way based on the following:

Findings of Fact:

1. The property is located at 7704 Village Way and is within Pod A of the Master Planned Development for the Village at Empire Pass. Each unit will have a separate address to be assigned at the time of the building permit review.
2. The property consists of a 27,994 sf lot known as Lot A of the Village at Empire Pass Phase 1 Second Amended Subdivision plat, that combined Lots 1 and 2.
3. The applicant proposes to construct a three unit multi-family building on Lot A.
4. The property is located within the Residential Development (RD) zoning district.
5. The property is subject to the Flagstaff Mountain Annexation and Amended Development Agreement (March 2007) and the Village at Empire Pass Master Planned Development (2004).
6. On June 24, 1999, Council adopted Ordinance 99-30 and Resolution 20-99 approving the annexation and development agreement for the Flagstaff Mountain area. Resolution 20-99 granted the equivalent of a "large-scale" master planned development (MPD) and set forth the types and locations of land use, maximum densities, timing of development, development approval process, as well as development conditions and amenities for each parcel.
7. The Flagstaff Development Agreement was subsequently amended and recorded in March of 2007 and includes 15 technical reports as Exhibits.

8. The Amended Development Agreement specifies that a total of 87 acres, within three development pods (A, B1 and B2), of the 1,750 acres of annexation property may be developed as the Mountain Village.
9. The Mountain Village is further constrained to a maximum density of 785 UE configured in no more than 550 dwelling units as multi-family, hotel, or PUD units, provided the number of PUD units do not exceed 60. An additional 16 single family home sites are allowed. At least 50% of the residential units within the Mountain Village must be clustered within the primary development pod (Pod A).
10. There are currently approximately 403 multi-family units platted within the Mountain Village. These multi-family units are platted with condominium plats to memorialize the size and UE of the units. Currently approximately 279 multi-family units are platted in Pod A, which is 69.23% of the total multi-family units platted in the Mountain Village.
11. Based on a review of all UE and units constructed and platted to date within the Flagstaff Annexation Development area, there are sufficient remaining UE and units for the proposed Townhouses, consisting of three attached units totally 11,500 sf (5.75 UE).
12. The applicant is not requesting allocation of any MPD Resort Support Commercial for these townhouse units.
13. According to the Flagstaff Development Housing Mitigation Plan, on-mountain affordable units are not required with these townhouse units and the remaining units due are assigned to the B2East MPD and Lodge Buildings 1, 3 and 4 of the Village MPD.
14. On July 28, 2004, the Planning Commission approved a Master Planned Development for the Village at Empire Pass (VEP-MPD) (Pod A).
15. The purpose of the VEP-MPD was to establish unit mix and density for the Village Master Plan, as well as to address overall project infrastructure throughout the Annexation Area. The VEP-MPD established building volumetric diagrams, including specific height exceptions, density, and development locations for the Lodge Buildings and conceptual site plans for the townhouse and PUD style units and specified that building heights, setbacks, specific architectural design, and other considerations would be determined with the Conditional Use Permit process for each property.
16. Village at Empire Pass Phase I Subdivision plat was approved by Council on September 30, 2004 and platted the east side lots. An amended Village at Empire Pass Phase I Subdivision plat, amending the configuration and easements for Lot 9, was approved on January 6, 2011 and was recorded on January 4, 2012.
17. A further amendment to the Phase 1 Subdivision, combining Lots 1 and 2 into one lot of record to be known as Lot A, was approved by the City Council on November 9, 2017 and recorded at Summit County on April 10, 2018.
18. Lot A consists of 27,994 square feet and has frontage on Village Way, a private street. There are also approximately 38 feet of frontage along Marsac Avenue just south of the intersection of Village Way and Marsac Avenue. Access off Marsac is not allowed due to proximity of the intersection, steepness of the slope and existing retaining walls.
19. According to the Village at Empire Pass MPD, an Administrative Conditional Use Permit (A-CUP) is required prior to construction of any townhouse or PUD style unit.

20. Administrative Conditional Use Permits have been approved for 15 Larkspur units to date. These units are constructed and Larkspur Condominium plats have been approved and recorded to memorialize the units and associated density in terms of both units and Unit Equivalents.
21. The proposal is consistent with the July 28, 2004, Planning Commission approval of the Master Planned Development for the Village at Empire Pass (Pod A), as townhouse multi-family units are allowed, subject to remaining density of the Flagstaff Annexation Development Agreement and this approval of an Administrative Conditional Use Permit for site specific conditions.
22. The proposed Larkspur Townhouses consist of three units ranging in size from approximately 3,785 square feet to 3,930 square feet with garages under 600 square feet.
23. These three units consume approximately 5.75 Unit Equivalents and 11,500 square feet of floor area, including basement area.
24. Specific square footage and Unit Equivalents will be finally memorialized with the required condominium plat.
25. Two parking spaces within a garage are provided for each unit.
26. Maximum building height is 28' measured from existing grade. An additional 5' of building height is permitted if the roof pitch is 4:12 or greater. Building height exceptions of LMC Section 15-2.13-4 apply.
27. Minimum setbacks are 20' front, 12' side, and 20' rear from Marsac Avenue. Setback exceptions of LMC Section 15-2.13-3 apply. Setbacks are consistent with the setbacks permitted within the VEP-MPD and are consistent with previously approved Larkspur units that allowed fifteen to twenty foot driveways due to steep slopes, rear lot vegetation protection, keeping units closer to Village Way, a private street, and increasing setbacks from Marsac Avenue, a public street, in order to maintain the general character of the neighborhood.
28. Retaining walls within the front setback area are limited to 4' in height from final grade and limited to 6' in height from final grade in the side setback area. Retaining walls may step in 4' or 6' increments with 3' horizontal landscaped area between vertical wall sections. There are existing retaining walls along Marsac Avenue and Village Way at the rear of the lot approved with the VEP-MPD.
29. Utilities are available to the lot.
30. All existing and required easements recorded on the plat, including utilities, storm drainage, access, snow storage, etc. are applicable and have been taken into consideration during design and location of the townhouse units.
31. No changes are proposed to any existing streets and no new streets are proposed.
32. The property is part of a greater planned area and is subject to requirements of the MS4 Storm Water Permit program.
33. On July 20, 2018, notice letters were mailed to property owners within 300' of the site.
34. On July 20, 2018, the site was posted for 14 days with a sign notifying of the administrative CUP and providing a 14 day comment period.
35. Staff received two phone calls inquiring about the location of the proposal and whether the townhouse units would be similar in design and height as the existing Larkspur units to the south and east. No written comments were received.

Conclusions of Law:

1. The proposal is consistent with the Village at Empire Pass Master Planned Development and the Flagstaff Development Agreement and Exhibits, as amended.
2. The proposal complies with requirements of the Land Management Code § 15-1-10(E) and §15-2.13-2(B), as permitted by the VEP-MPD.
3. The proposed use is compatible with the surrounding structures in use, scale, mass and circulation.
4. The effects of any differences in use or scale have been mitigated through careful planning.

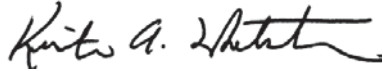
Conditions of Approval:

1. All standard conditions of approval apply to this Administrative Conditional Use Permit.
2. All conditions of approval of the Amended Phase One Village at Empire Pass Subdivision plat combining Lots 1 and 2 shall apply.
3. A water efficient landscape and irrigation plan shall be submitted with the building permit application.
4. The landscape plan shall identify any existing significant trees to be removed and/or relocated, all proposed new vegetation (type, common name, sizes and quantities), irrigation and mulching methods, snow storage areas, and defensible space requirements. No gravel is permitted within 5' of the edge of Village Road.
5. All retaining walls shall be identified on the site and grading plan submitted with the building permit application. Top of wall and bottom of wall shall be identified.
6. All exterior lights must conform to the City's lighting ordinance and the Flagstaff Mountain Resort Design Guidelines and shall be shielded and down directed.
7. Final Building plans and construction details submitted with the building permit application shall comply with the Flagstaff Mountain Resort Design Guidelines and plans dated July 18, 2018, as reviewed and redlined by the Planning staff during this Administrative Conditional Use Permit approval.
8. Materials and color samples and final design details must be approved by staff prior to building permit issuance. A letter of approval from the Empire Pass Design Review Board stating compliance with the Empire Pass (Flagstaff Mountain Resort) Design Guidelines shall be submitted with the building permit application.
9. A roof ridge USGS elevation shall be indicated on a roof plan to be submitted with the building permit application. Such roof plan shall be drawn on a certified topographic survey of the lot to identify existing USGS elevation beneath all roof ridges to clearly demonstrate that the building complies with the maximum RD District Building Height.
10. Final utility, grading and storm water plans must be approved by the City Engineer prior to Building Permit issuance.
11. A Construction Mitigation Plan and SWPPP must be submitted with the Building Permit and reviewed by the City for compliance with the Flagstaff Development Construction Mitigation Plan Technical Report #15, prior to building permit issuance.
12. Any appeal of this Final Action shall be submitted in writing to the Planning Department by August 18, 2018 according to LMC Section 15-1-18.
13. This Administrative Conditional Use permit will expire on August 8, 2019, unless a building permit has been issued for construction of the townhouses prior to the

expiration date or an extension of the approval is requested in writing, prior to the expiration date, and granted by the Planning Director.

14. Prior to sale of individual units and prior to issuance of certificates of occupancy for the Larkspur Townhouses, a Condominium Plat shall be approved by the City and recorded at Summit County to memorialize the total square floor area and unit equivalents.
15. Conditions of the Second Amended to the Village at Empire Pass Phase One Subdivision continue to apply.

Sincerely,

A handwritten signature in black ink, appearing to read "Kirsten A. Whetstone". The signature is fluid and cursive, with a long horizontal stroke at the end.

Kirsten A Whetstone, MS, AICP
Senior Planner

Park City Planning Department
PO Box 1480
Park City, UT 84060

Planning Commission Meeting
 October 24, 2018
 Page 24

6. Required public improvements shall be installed or a financial guarantee for any required public improvements in an amount approved by the City Engineer and in a form approved by the City Attorney shall be in place prior to plat recordation.

7. Any wetlands delineation older than five (5) years shall be updated and submitted to the City prior to building permit issuance for development on the lots. All required Corps of Engineer approvals and permits shall be submitted prior to issuance of a building permit on the lots.

8. A note shall be included on the plat prior to recordation stating that all development, such as buildings and parking areas, proposed on these lots shall comply with LMC required wetlands protection buffer areas in effect at the time of the building permit application.

9. A 10' wide non-exclusive public utility, access and snow storage easement shall be shown along the frontages of Round Valley Drive prior to plat recordation.

10. Each lot is over 1.0 acres and will be required to meet the requirements of the Separate Storm Sewer System (MS4) Storm-Water Program.

2. 7704 Village Way – Condominium Plat – Request for a Condominium Plat for Larkspur Townhomes 6 for three attached multi-family units, on Lot A of the Second Amended Village at Empire Pass Phase 1 Subdivision plat.
(Application PL-18-03975)

Planner Whetstone reviewed the request for a condominium plat for three townhomes, attached multi-family units, at the Empire Pass project. These are the Larkspur 6 Townhomes, which are the final townhomes for Larkspur.

Rich Wyler and Jeff Butterworth, were present to represent the applicant, Storied Development.

Planner Whetstone remarked that the application is to condominiumize a plat was straightforward and in accordance with the process at Empire Pass. Every unit that gets built gets a condominium plat to memorialize the configuration of the units, the density, and the unit equivalents. Planner Whetstone noted that the units will be similar to the existing triplex townhomes that are located directly to the south. They will be constructed to the condominium specifications. This recorded plat will allow the units to be sold individually. If any changes are made, the applicant would have to come back to the Planning Commission for a plat amendment to make sure the units conform.

The Staff recommended that the Planning Commission conduct a public hearing and consider forwarding a positive recommendation to the City Council in accordance with the finding of facts, conclusions of law, and conditions of approval outlined in the draft ordinance.

Commissioner Sletten asked if the architectural guidelines that applied to the larger townhomes were applicable to these units. Planner Whetstone answered yes.

Vice-Chair Phillips opened the public hearing.

There were no comments.

Vice-Chair Phillips closed the public hearing.

Commissioner Hall asked someone to speak to the affordable housing. Planner Whetstone remarked that affordable housing is not required for this site because it is part of the larger Flagstaff Development. The remaining on-mountain affordable housing units have been assigned to the larger lodge buildings, as well as a future building at the B-2 site. Planner Whetstone believed that 8 affordable units remained to be built in the future.

MOTION: Commissioner Sletten moved to forward a POSITIVE recommendation to the City Council for the 7704 Village Way Condominium Plat based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance. Commissioner Suesser seconded the motion.

VOTE: The motion passed unanimously.

Findings of Fact – 7704 Village Way

1. The property is located at 7704 Village Way.
2. The property is Lot A of the Second Amended Village at Empire Phase 1 Subdivision plat.
3. The property is located in the RD-MPD zoning district.
4. The City Council approved the Flagstaff Mountain Development Agreement and Annexation Resolution 99-30 on June 24, 1999 and amended it in March of 2007. The Development Agreement is the equivalent of a Large-Scale Master Plan. The Development Agreement sets forth maximum densities, location of densities, and developer-offered amenities.
5. On July 28, 2004, the Planning Commission approved the Village at Empire Pass Master Planned Development.
6. On September 30, 2004, the City Council approved the Village at Empire Pass Phase 1 Subdivision that platted the east side lots of the Village at Empire Pass.
7. A First Amendment to the subdivision amending Lot 9 was approved on January 6,

2011 and was recorded on January 4, 2012.

8. Between March 4, 2004 and April 27, 2006 the original Larkspur Townhomes and Larkspur Townhomes 2, 3, 4, and 5 condominium plats were approved by City Council and recorded at Summit County.

9. On November 9, 2017 a Second Amendment to the subdivision was approved combining Lots 1 and 2 into Lot A of the Second Amended Village at Empire Phase 1. The amended plat was recorded on April 10, 2018.

10. On August 8, 2018, an administrative conditional use permit was approved for the three unit Larkspur Townhomes and up to 5.75 UE, located on Lot A with a condition of approval that prior to issuance of a certificate of occupancy, a condominium plat was required to be approved and recorded.

11. The proposed condominium plat consists of three attached dwelling units consistent with the Village at Empire Pass MPD.

12. Units 33, 34 and 35 consist of 3,782 sf, 3,931 sf, and 3,782 sf respectively in total floor area, including basements but not including the garages.

13. Each unit has a garage less than 600 square feet and therefore no excess garage area is included in the total unit size.

14. The total Unit Equivalents consumed by these three units does not exceed 5.75 UE (11,500 sf), excluding the area of each garage.

15. Two parking spaces are required per unit and each unit has a two car garage.

16. Maximum building height is 28' measured from existing grade. An additional 5' of building height is permitted if the roof pitch is 4:12 or greater. Building height exceptions of LMC Section 15-2.13-4 apply.

17. The VEP-MPD permitted setback exceptions at the time of the Administrative Conditional Use Permit. Minimum front setbacks of 20' to the garage and 15' to the unit were approved with the ACUP on August 8, 2018. Setback exceptions of LMC Section 15-2.13-3 apply.

Conclusions of Law – 7704 Village Way

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

Conditions of Approval – 7704 Village Way

1. The City Attorney and City Engineer will review and approve the final form and content of the condominium plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the condominium plat 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 request for an extension is submitted in writing and approved by the City Council.
3. All conditions of approval of the 2007 Amended Flagstaff Annexation and Development Agreement and Technical Reports and the Village at Empire Pass Master Planned Development, continue to apply.
4. The CC&Rs shall provide notice and process for the tracking and collection of the Real Estate Transfer Fee as required and defined by the Flagstaff Mountain Development Agreement, as amended.
5. All conditions and applicable notes, easements and requirements of the Second Amended Village at Empire Pass Phase 1 Subdivision plat continue to apply.
6. All conditions of the Administrative Conditional Use Permit continue to apply.

3. **553 Deer Valley Loop Road- Subdivision Plat – a two (2) lot subdivision replacing the Mine Cart Condominium Plat, a two (2) unit condominium that was recorded but never built. (Application PL-03955)**

Planner Francisco Astorga reviewed the request to vacate the platted but unbuilt two unit condominium known as the Mine Cart condominiums; and to replace it with the Mine Cart subdivision of two units. The project was addressed as 553 Deer Valley Loop Road when it was originally platted.

Planner Astorga stated that the Planning Department had received no public input on this request. The Staff recommended that the Planning Commission forward a positive recommendation to the City Council based on the findings of fact, conclusions of law, and conditions of approval found in the draft ordinance.

Jodi Hoffman, representing the property owner, was present to answer questions.

Commissioner Hall asked Planner Astorga for clarification on the proposed Lot 1 having access off Deer Valley Drive. Planner Astorga explained that Deer Valley Road is a residential major collective road, and they do not want vehicles reversing back onto Deer Valley Drive. A condition of approval was added requiring the owner to provide a turnaround within their own property so cars head forward on to Deer Valley Drive as opposed to backing out onto the road. He noted that the applicant had stipulated to the

Council Agenda Item Report

Meeting Date: November 29, 2018

Submitted by: Kirsten Whetstone

Submitting Department: Planning

Item Type: Staff Report

Agenda Section: NEW BUSINESS

Subject:

Consideration to Approve Ordinance No. 2018-62, an Ordinance Approving Intermountain Healthcare Park City Medical Campus / USSA Headquarters and Training Facility Subdivision- Fourth Amendment, Amending Lot 4, located at 675 Round Valley Drive, Park City, Utah
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[675 Round Valley Drive Staff Report and Ordinance](#)

[675 Round Valley Drive Plat Exhibits](#)

City Council Staff Report



PLANNING DEPARTMENT

Subject: Fourth Amended Subdivision Plat for the Intermountain Healthcare Park City Medical Campus / USSA Headquarters and Training Facility Amending Lot 4

Author: Kirsten Whetstone, MS, AICP- Senior Planner

Date: November 29, 2018

Type of Item: Legislative- Plat Amendment

Project Number:	PL-18-03982
Applicant:	Park City Municipal Corporation, owner
Location:	675 Round Valley Drive
Zoning:	Community Transition (CT)
Adjacent Land Uses:	IHC Park City Medical Clinic, Peace House, Summit County Health Department and People's Health clinic, USSA Training Facility, Physician Holdings Medical offices, Quinn's Recreation and Park City Ice Rink complex, US 40, and open space and public trails.
Reason for Review:	Plat amendments require public hearing and recommendation by the Planning Commission with final action by City Council.

Summary Recommendation

Staff recommends the City Council conducts a public hearing and considers approving the Fourth Amended Subdivision Plat for the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility, amending Lot 4, located at 675 Round Valley Drive, pursuant to findings of fact, conclusions of law and conditions of approval outlined in the Ordinance. The City is the applicant and owner of Lot 4.

Executive Summary/Proposal

This application for the Fourth Amended Subdivision Plat for Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility is a request to subdivide an existing vacant 5 acre Lot 4 into two lots of record, namely Lots 4 and 13. Each lot is proposed to be 2.5 acres in area (Exhibit A).

The proposed lots are consistent in size and location with uses contemplated during the January 13, 2016, approved amendment to the IHC Master Planned Development for Public Municipal Use and Essential Services, such as public safety uses, including a fire station. Public Municipal Use and Essential Services uses require a Conditional Use Permit (CUP) in this Zoning District. No unit equivalents are required for these Public Municipal Uses and Essential Services. Development of these lots is subject to the Community Transition (CT) District and the Amended IHC Master Planned Development and Development Agreement (Exhibit G – [Amended IHC MPD Development Agreement recorded 2.5.18](#)). See Exhibits B, C, D and E for applicant's letter, existing conditions survey, an aerial photo and photographs of the property.

On October 24, 2018, the Planning Commission conducted a public hearing and voted unanimously in favor of forwarding a positive recommendation to the City Council. No public input was presented (Exhibit H – 10.24.18 Planning Commission minutes-approval pending).

Background / Timeline

December 7, 2006 – City Council approved an annexation ordinance and annexation agreement for the entire 157.243 acre property known as the IHC Annexation. The annexed property was zoned into the Community Transition (CT) Zoning District.

January 11, 2007 – City Council approved a subdivision plat for the entire property known as the Intermountain Healthcare Park City Medical Campus/USA Headquarters and Training Facility Subdivision (IHC/USSA Subdivision).

January 23, 2007 – the IHC/USSA Subdivision plat was recorded at Summit County and consisted of five lots (Exhibit F).

May 23, 2007 – Planning Commission approved a Master Planned Development (MPD) for the Park City Medical Center (aka IHC MPD). The IHC MPD consists of Lots 1, 2, 4, 5, 6, 7, 8, 9, 10, and 11 of the Second Amended IHC/USSA Subdivision. Lot 4 was originally designated for 28 townhouse affordable units that were later by agreement incorporated into the Park City Heights MPD and are currently under construction.

October 11, 2007 – An amended subdivision plat was approved by City Council and recorded at Summit County on May 20, 2008 to memorialize various easements and road layouts, to include additional lots, and to adjust location of lots consistent with the approve IHC MPD (Exhibit F2).

July 31, 2008 – A second amended plat was approved by City Council and recorded at Summit County on November 25, 2008 to create and memorialize Lot 10 for the Summit County Health Department and People's Health Clinic as a single building on one lot (Exhibit F3). Remaining land from Lot 8 on the south side of Victory Lane was platted as Lot 11 (0.951 acres) for IHC with no designated uses or density.

October 8, 2014 – Planning Commission approved an amendment to the IHC MPD transferring support medical offices uses and density from Lots 6 and 8 to Lot 1 and amended the phasing plan.

June 18, 2015 – a pre-MPD application was submitted with a specific request for consideration of the Peace House facility to be located on Lot 8 as fulfillment of the affordable housing requirements for the next phase of construction of the IHC Park City Medical Center.

January 13, 2016 – the second MPD amendment was approved to identify Lot 8 for the Peace House facility, address affordable housing requirements, identify Lot 4 for Public

Municipal Use and Essential Services and address administrative amendments of the first MPD amendment. These amendments were found to be consistent with the purpose statements of the CT District and the goals and objectives of the General Plan.

July 21, 2016 – City Council approved the Third Amended Subdivision Plat for the Intermountain Healthcare Park City Medical Campus / USSA Headquarters and Training Facility that subdivided Lot 8 in order to create a lot of record for the Peace House, located on new Lot 8 with the remaining area platted as Lot 12. The plat was recorded on April 12, 2017.

February 5, 2018 – [Amended Development Agreement for IHC MPD recorded at Summit County \(Entry No. 01086017\) - link.](#)

September 11, 2018 – the City received a complete application for the Fourth Amendment to the IHC Park City Medical Campus/USSA Headquarters and Training Facility Subdivision requesting to subdivide Lot 4 into two 2.5 acre lots.

October 24, 2018 – The Planning Commission conducted a public hearing and unanimously forwarded a positive recommendation to the City Council.

Purpose

The purpose of the Community Transition (CT) Zoning District can be found in [LMC Section 15-2.23-1](#).

Analysis

Subdivision

The existing subdivision consists of twelve lots and, as outlined below. This fourth amendment subdivides Lot 4 into new Lots 4 and 13. Lots 1-3 and 5-12 do not change with this amended subdivision plat. The amended subdivision plat consists of thirteen lots with ownership, use, and acres consistent with the amended IHC MPD as follows:

Lots 1 and 2:	IHC- Intermountain Healthcare Campus MPD (107.551 acres)
Lot 3:	USSA- Headquarters and Training Facility MPD (5 acres)
Lot 4:	PCMC- Public Municipal Use and Essential Services (2.5 acres) (previously 5.0 acres- remainder to new Lot 13)
Lot 5:	PCMC- Ice Facility/Fields Complex Expansion (15 acres)
Lot 6:	IHC MPD- no assigned density or uses (density transferred to Lot 1) (3.041 acres)
Lot 7:	Physicians Holding- Support Medical Office CUP (3.396 acres)
Lot 8:	IHC- Peace House CUP (3.632 acres) (previously 9.934 acres- rest to new Lot 12)
Lot 9:	Questar facility (0.174 acres)
Lot 10:	Community Medical Summit County Health and People's Health Clinic CUP (3.088 acres)

Lot 11:	IHC, no assigned density or uses (0.951 acres)
Lot 12:	IHC, no assigned density or uses (6.302 acres) (previously part of Lot 8)
Lot 13 (new lot)	PCMC- Public Municipal Use and Essential Services (proposed for a Fire Station that requires a CUP prior to building permit issuance) (2.5 acres)

The proposed plat amendment request is in compliance with Land Management Code, Section 15-7: Subdivisions regarding lot and road layout, utilities and trails, public easements, wetlands protection, public and utility access, grading and storm drainage, and meets requirements of the CT District.

Uses

The proposed two new lots are consistent in size and location with uses contemplated during the January 13, 2016 approved amendment to the IHC Master Planned Development for Public Municipal Use and Essential Services, such as public safety uses, including a fire station. Development of each lot requires a Conditional Use Permit for Public Municipal Use and Essential Services. No Unit Equivalents are required for these Public Municipal Uses and Essential Services.

Utilities and Access

Power and sewer are available adjacent to the lots. All provisions of the approved annexation ordinance and agreement, including but not limited to road and easement dedications, intersection and signalization improvements, water and waste water infrastructure, affordable housing, and trails, remain in effect with this subdivision plat amendment application. The lots have frontage on a public street. Each lot is over 1.0 acres and will be required to meet the requirements of the Separate Storm Sewer System (MS4) Storm-Water Program. All public utilities require easements to be recorded with the subdivision plat.

Attention to the location of visible dry utility boxes and installations is an important consideration when designing a site in order to ensure that adequate area is available for landscape elements to provide adequate screening from public view. Staff recommends a condition of approval that dry utility infrastructure must be located on the property and 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.

CT Zone Requirements

Development of each lot is subject to requirements of the Community Transition (CT) District, the IHC Annexation Agreement, and may require a Conditional Use Permit, depending on the proposed use. Proposed new Lots 4 and 13 require Conditional Use Permits for any Public Municipal Use and Essential Services. CT District Setbacks and Building Height requirements are outlined below:

	LMC Requirements for CT District
Minimum Lot Size	No minimum lot size
Minimum Lot Width	No minimum lot width
Setbacks	
Front Yard	25 ft.
Rear Yard	25 ft.
Side Yard	25 ft.
	LMC exceptions apply.
Building Height above Existing Grade	28 feet (plus an additional 5' up to 33' for roof pitch of 4:12 and greater) LMC exceptions apply.

Wetlands

Wetlands exist on both Lots 4 and 13. These wetlands were recently inspected by the City and a professional wetlands delineator with additional input from the Army Corps of Engineers. It was determined that the wetlands on the southern portion of Lot 13 exist due to run-off through a culvert installed when Round Valley Drive was constructed. The Corps has approved the diverting of run-off from the culvert to the larger area of Designated Wetlands to the north of Lot 13, via a drainage swale. This diversion will likely eliminate the locally small and isolated newly created wetlands that were incidental to the poor drainage provided by the road design, and will likely lead to the enhancement of the existing wetlands to the north of the property. Staff recommends a condition of approval of this plat amendment, that wetlands delineation, including a report and maps, be provided with any building permit application. Wetland buffer areas shall be maintained and delineated wetlands shall be preserved.

Process

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

Good Cause

There is good cause for this plat amendment, as conditioned, as it creates a legal lot of record that may be transferred to the Fire District for a future fire station and creates a second lot for future Public Municipal Use and Essential Services and Uses consistent with the approved amended IHC MPD and the CT District.

Department Review

This project has gone through an interdepartmental review. No further issues were brought up at that time other than standards items that would have to be addressed with conditions of approval and during building permit review.

Notice

On October 9, 2018, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was published in the Park Record on October 6, 2018.

Public Input

No public input has been received by the time of this report.

Alternatives

- The City Council may approve the Fourth Amended Subdivision Plat for the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility, amending Lot 4 as conditioned and/or amended; or
- The City Council may deny the plat amendment and direct staff to make findings of fact to support this decision; or
- The City Council may continue the discussion to a future date and request additional information on specific items.

Significant Impacts

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

Consequences of not taking the Suggested Recommendation

Lot 4 will remain in its current configuration and a portion of the lot could not be sold to the Park City Fire District.

Summary Recommendations

Staff recommends the City Council conducts a public hearing and considers approving the Fourth Amended Subdivision Plat for the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility, amending Lot 4, located at 675 Round Valley Drive, pursuant to the findings of fact, conclusions of law, and conditions of approval as outlined in the Ordinance.

Exhibits

Exhibit A – Proposed plat

Exhibit B – Applicant's letter

Exhibit C – Existing conditions survey and Aerial photo of existing conditions

Exhibit D – Aerial photo

Exhibit E – Photographs

Exhibit F– IHC/USSA Subdivision plats (original and First and Second Amended plats)

Exhibit G – [Amended IHC MPD Development Agreement \(linked\) recorded 2.5.18](#)

Exhibit H – Planning Commission minutes of 10.24.18- approval pending

Ordinance No. 2018 -

AN ORDINANCE APPROVING THE INTERMOUNTAIN HEALTHCARE PARK CITY MEDICAL CAMPUS/USSA HEADQUARTERS AND TRAINING FACILITY – FOURTH AMENDMENT AMENDING LOT 4, PARK CITY, UTAH.

WHEREAS, the owners of the property located at 675 Round Valley Drive have petitioned the City Council for approval of a Fourth Amended Subdivision Plat for the Intermountain Healthcare Park City Medical Campus / USSA Headquarters and Training Facility; and

WHEREAS, on October 9, 2018, the property was properly posted and notices were sent to affected property owners according to the requirements of the Land Management Code; and

WHEREAS, on October 6, 2018, proper legal notice was published in the Park Record; and

WHEREAS, the Planning Commission held a public hearing on October 24, 2018, to receive input on the Fourth Amended Subdivision Plat for the Intermountain Healthcare Park City Medical Campus / USSA Headquarters and Training Facility;

WHEREAS, the Planning Commission, on October 24, 2018, forwarded a positive recommendation to the City Council; and,

WHEREAS, on November 29, 2018, the City Council held a public hearing on the Amended Subdivision Plat for the Intermountain Healthcare Park City Medical Campus / USSA Headquarters and Training Facility; and

WHEREAS, there is good cause and it is in the best interest of Park City, Utah to approve the Fourth Amended Subdivision Plat for the Intermountain Healthcare Park City Medical Campus / USSA Headquarters and Training Facility, amending Lot 4.

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 Fourth Amended Subdivision Plat for the Intermountain Healthcare Park City Medical Campus / USSA Headquarters and Training Facility as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 675 Round Valley Drive.
2. The zoning is Community Transition (CT) within the IHC Master Planned Development (CT-MPD).

3. On December 7, 2006, City Council approved an annexation ordinance and annexation agreement for the property. The annexation agreement was recorded on January 23, 2007.
4. The annexation agreement sets forth maximum building floor areas, development location, and conditions related to developer-provided amenities on the various lots of the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility Subdivision plat, such as roads, utilities, and trails.
5. On January 11, 2007, the City Council approved the Intermountain Healthcare Park City Medical Campus / USSA Headquarters and Training Facility Subdivision plat for the purpose of creating lots of record so that associated property sale and property transfers could be completed. The plat was recorded at Summit County on January 23, 2007 and consisted of 5 lots of record.
6. The IHC Master Planned Development was approved by the Planning Commission on May 23, 2007.
7. The First Amended Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility Subdivision was approved by the City Council on October 11, 2007 and recorded at Summit County on May 20, 2008. The first amended plat memorialized various easements and road layouts and adjusted the location of various lots consistent with the approved MPD. The plat consisted of nine lots of record.
8. The Second Amended Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility Subdivision plat was approved by the City Council on July 31, 2008 and recorded at Summit County on November 25, 2008. The second amended plat created new Lots 10 and 11 out of the previous Lot 8. Lot 10 was created for the Summit County Health Department and the People's Health Clinic building and Lot 11 was created as a separate lot for IHC as it was located south of Victory Lane. The plat consisted of eleven lots of record.
9. The property is subject to the Amended Intermountain Healthcare Master Planned Development (IHC MPD), originally approved on December 7, 2006 and amended in 2014 to transfer support medical office uses and density from Lots 6 and 8 to Lot 1.
10. A second MPD amendment was approved on January 13, 2016 to identify Lot 8 for the Peace House facility, address affordable housing requirements, identify Lot 4 for Public Municipal Use and Essential Services and address administrative amendments of the first MPD amendment. The MPD amendments were found to be consistent with the purpose statements of the CT Zoning District and the goals and objectives of the General Plan. The Amended Development Agreement was recorded on February 5, 2018.
11. On July 21, 2016, the City Council approved a Third Amended Subdivision Plat for Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility to divide the 9.934 acre Lot 8 of the Second Amended Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility Subdivision plat into two platted lots of record, namely Lot 8

consisting of 3.6 acres and Lot 12 consisting of 6.334 acres. This plat was recorded on April 12, 2017.

12. On September 11, 2018, a complete application was submitted for this Fourth Amended Subdivision Plat for Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility to divide the 5.0 acre Lot 4 into two platted lots of record, namely Lot 4 consisting of 2.5 acres and Lot 13 consisting of 2.5 acres.
13. The amended subdivision plat consists of thirteen lots with ownership, acres, and use consistent with the amended IHC MPD as follows:

Lot 1 and Lot 2:	IHC- Intermountain Healthcare Campus MPD (107.551 acres)
Lot 3:	USSA- Headquarters and Training Facility MPD (5 acres)
Lot 4:	PCMC- future Public Municipal Use and Essential Services (2.5 acres)
Lot 5:	PCMC- Ice Facility/Fields Complex Expansion (15 acres)
Lot 6:	IHC MPD- no assigned density or uses (density transferred to Lot 1) (3.041 acres)
Lot 7:	Physicians Holding- Support Medical Office CUP (3.396 acres)
Lot 8:	IHC- Peace House CUP (3.632 acres) (previously 9.934 acres- rest to new Lot 12)
Lot 9:	Questar facility (0.174 acres)
Lot 10:	Community Medical Summit County Health and People's Health Clinic CUP (3.088 acres)
Lot 11:	IHC, no assigned density or uses (0.951 acres)
Lot 12:	IHC, no assigned density or uses (6.302 acres) (previously part of Lot 8)
Lot 13:	PCMC, Fire Station as a public safety and Public Municipal Use and Essential Services (2.5 acres) (previously part of Lot 4)

14. Development of each lot requires a Conditional Use Permit for Public Municipal Use and Essential Services. No Unit Equivalents are required for these Public Municipal Uses and Essential Services.
15. The property is currently undeveloped and consists of native grasses and low vegetation with areas of delineated wetlands.
16. Wetlands exist on both Lots 4 and 13. These wetlands were recently inspected by the City and a professional wetlands delineator with additional input from the Army Corps of Engineers. It was determined that the wetlands on the southern portion of Lot 13 exist due to run-off through a culvert installed when Round Valley Drive was constructed. The Corps has approved the diverting of run-off from the culvert to the larger area of Designated Wetlands to the north of Lot 13, via a drainage swale. This diversion will likely eliminate the locally small and isolated newly created wetlands that were incidental to the poor drainage

provided by the road design, and will likely lead to the enhancement of the existing wetlands to the north of the property.

17. Wetlands delineation was done more than five years ago and will need to be updated prior to issuance of a building permit.
18. All development, such as buildings and parking areas, are required to comply with the LMC required setbacks from designated wetlands.
19. Access to the site is from Round Valley Drive, an existing public street that intersects with State Road 248 at a signalized intersection approximately a half mile to the south. Lots 4 and 13 have frontage and access on Round Valley Drive.
20. There are existing utilities within the streets and within platted public utility easements along the front lot lines. Utility, access and snow storage easements are necessary along public street frontages for installation of utilities, sidewalks and snow storage.
21. Public trails are located throughout the IHC Subdivision and MPD. Sidewalks along the frontage of lots connect to public trails with connections to the Quinn's Recreation Complex, the Round Valley Open Space, and the IHC Park City Medical Center and Clinics.
22. No changes are proposed to the location of platted Round Valley Drive.
23. Attention to the location of visible dry utility boxes and installations is an important consideration when designing a site in order to ensure that adequate area is available for landscape elements to provide adequate screening from public view.
24. The **Analysis** section of this staff report is incorporated herein.

Conclusions of Law:

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

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with the Annexation Agreement, applicable State law, the Land Management Code, and these conditions of approval, prior to recordation of the plat.
2. The applicant will record the subdivision plat at Summit County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a request for an extension is submitted in writing prior to expiration and is approved by the City Council.
3. All conditions of approval of the IHC Annexation and IHC/USSA Subdivision, as

amended, shall continue to apply.

4. Dry utility infrastructure must be located on the property and 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.
5. Final utility, storm water, and grading plans must be approved by the City Engineer and SBWRD prior to Building Permit issuance. All required easements shall be dedicated on the plat prior to recordation.
6. Required public improvements shall be installed or a financial guarantee for any required public improvements in an amount approved by the City Engineer and in a form approved by the City Attorney shall be in place prior to plat recordation.
7. Any wetlands delineation older than five (5) years shall be updated and submitted to the City prior to building permit issuance for development on the lots. All required Corps of Engineer approvals and permits shall be submitted prior to issuance of a building permit on the lots.
8. A note shall be included on the plat prior to recordation stating that all development, such as buildings and parking areas, proposed on these lots shall comply with LMC required wetlands protection buffer areas in effect at the time of the building permit application.
9. A 10' wide non-exclusive public utility, access and snow storage easement shall be shown along the frontages of Round Valley Drive prior to plat recordation.
10. Each lot is over 1.0 acres and will be required to meet the requirements of the Separate Storm Sewer System (MS4) Storm-Water Program.

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

PASSED AND ADOPTED this 29th day of November, 2018.

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, MAYOR

ATTEST:

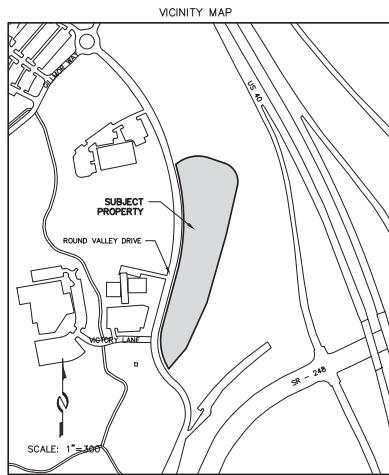
Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

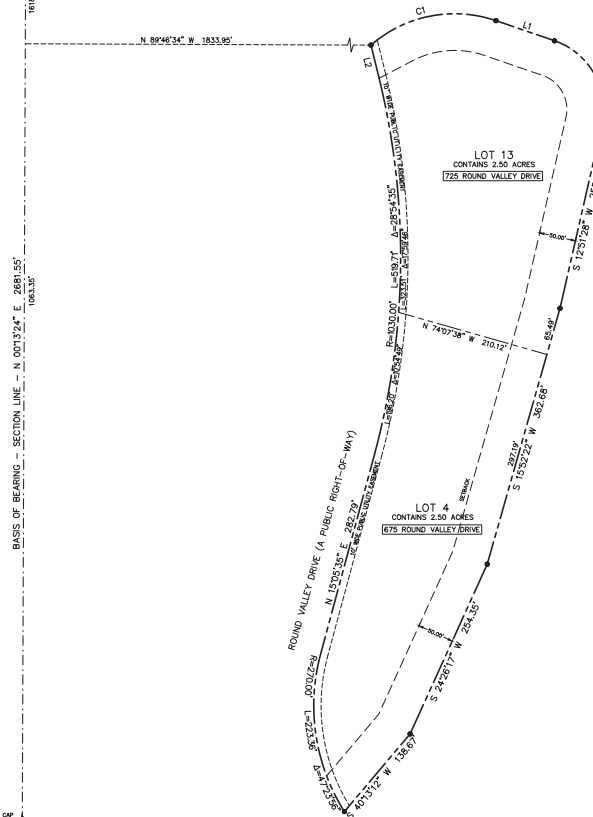
Exhibit

Exhibit A- Proposed plat



FOUND STONE MONUMENT
WEST SURVEY CORNER
SECTION 35
T16, R4E, S44N

FOUND 7" ALUMINUM CAP
SOUTHWEST CORNER
SECTION 35
T16, R4E, S44N



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S 71°03'32" E	84.43'
L2	N 13°49'00" W	44.69'

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	173.60'	181.83'	60°00'47"
C2	98.98'	144.98'	83°55'00"

SURVEYOR'S CERTIFICATE

I, Charles Galati, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 7248891, as prescribed under the laws of the State of Utah. I further certify that by authority of the owner, I have made a survey of the tract of land shown on this plot and described hereon, and have subdivided said tract of land into lots, together with easements, hereafter to be known as INTERMOUNTAIN HEALTHCARE PARK CITY MEDICAL CAMPUS/USSA HEADQUARTERS AND TRAINING FACILITY FOURTH AMENDED, AMENDING LOT 4 and that the same has been correctly surveyed and monumented on the ground as shown on this plot.

LEGAL DESCRIPTION

LOT 4, INTERMOUNTAIN HEALTHCARE PARK CITY MEDICAL CAMPUS/USSA HEADQUARTERS AND TRAINING FACILITY SUBDIVISION, SECOND AMENDED, according to the official plot on file in the Summit County Recorder's Office, records of Summit County, Utah.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that Park City Municipal Corporation, a Utah municipal corporation, owner of the herein described tract of land, to be known hereafter as INTERMOUNTAIN HEALTHCARE PARK CITY MEDICAL CAMPUS/USSA HEADQUARTERS AND TRAINING FACILITY FOURTH AMENDED, AMENDING LOT 4, does hereby certify that it has caused this plot amendment to be prepared, and does hereby consent to the recordation of this plot amendment.

In witness whereof, the undersigned set his hand this ____ day of _____, 2018.

PARK CITY MUNICIPAL CORPORATION

By: _____
Andy Beerman, Mayor

ACKNOWLEDGMENT

State of Utah: _____
County of Summit: _____

On this ____ day of _____, 2018, Andy Beerman personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, Andy Beerman acknowledged to me that he is the authorized representative of Park City Municipal Corporation and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

Notary Public
A Notary Public commissioned in Utah

Printed Name _____

Residing in: _____

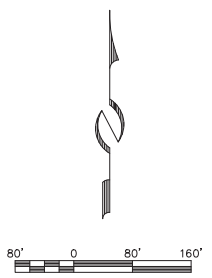
My commission expires: _____

NOTES

- This plot amendment is subject to the Conditions of Approval in Ordinance 2018-____.
- See Record of Survey S-____.
- At the time of this plot amendment, the property is located in Zone X, areas determined to be outside the 0.2% annual chance floodplain, as shown on the Flood Insurance Rate Map of the Federal Emergency Management Agency, Panel 940, Map Number 49043C0940C and has an effective date of March 16, 2006.

LEGEND

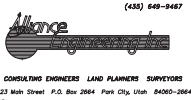
- Set 5/8" rebar w/rip
- "ALLIANCE ENGINEERING"
- (Unless noted otherwise)



INTERMOUNTAIN HEALTHCARE PARK CITY MEDICAL CAMPUS/USSA HEADQUARTERS AND TRAINING FACILITY-FOURTH AMENDED AMENDING LOT 4

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 35
TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

SHEET 1 OF 1



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 _____
CHAIR

ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN
ACCORDANCE WITH INFORMATION ON
FILE IN MY OFFICE THIS _____
DAY OF _____, 2018
BY _____
PARK CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS _____
DAY OF _____, 2018
BY _____
PARK 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 RECORD OF SURVEY
MAP WAS APPROVED BY PARK CITY
COUNCIL THIS _____ DAY
OF _____, 2018
BY _____
PARK CITY RECORDER

RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF _____
FEE _____ RECORDER _____
TIME _____ DATE _____ ENTRY NO. _____

EXHIBIT B

INTERMOUNTAIN HEALTHCARE PARK CITY MEDICAL CAMPUS/
USSA HEADQUARTERS AND TRAINING FACILITY – FOURTH AMENDED, LOT 4
(675 Round Valley Drive)

August 20, 2018

PROJECT INTENT

Lot 4 is a vacant lot within the Subdivision Plat (Second Amended) for the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility, recorded November 25, 2008, as Entry No. 859976 in the Summit County Recorder's Office. The property is located west of the intersection of US-40 and SR-248.

The second amended plat is the most recent plat which shows Lot 4. The original plat and the first amended plat have both been retired. The third amended plat divides Lot 8, into a smaller Lot 8 and creates Lot 12 from the remaining area of Lot 8.

It is proposed that Lot 4 be divided into two new lots (a smaller Lot 4 and Lot 13) of equal area of 2.5 acres each. Lot 13 will be the site for a new fire station, while the amended Lot 4 will remain vacant at the present time.

EXHIBIT C

LOT 4, SECOND AMENDED INTERMOUNTAIN HEALTHCARE PARK CITY MEDICAL CAMPUS/USSA HEADQUARTERS AND TRAINING FACILITY SUBDIVISION

LOCATED IN THE WEST HALF OF SECTION 35,
TOWNSHIP 1 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
RECORD OF SURVEY
SUMMIT COUNTY, UTAH



SURVEYOR'S CERTIFICATE

I, Charles Galati, certify that I am a Professional Land Surveyor and that I hold License No. 72489, as prescribed by the laws of the State of Utah. I further certify that under my direct supervision a survey has been performed on the herein described property and that to the best of my knowledge this plot is a correct representation of said survey.

LEGAL DESCRIPTION

Lot 4 of the Subdivision Plot (Second Amended) for the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility, according to the official plot on file in the Summit County Recorder's Office, recorded November 25, 2008 as Entry No. 859976.
Contains 5.0 acres more or less.

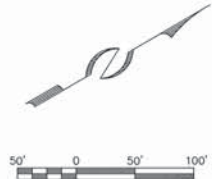
NOTES

1. Basis of Bearing for this survey is between the found section corner monuments as shown on this plot.
2. Field work for this survey was completed August 9, 2018, and is in compliance with generally accepted industry standards for accuracy.
3. The purpose of this survey was to perform a Boundary, Existing Conditions, and Topography survey for the possibility of future improvements to the property.
4. A Title Report was not provided to the surveyor and only easements and setbacks per subdivision plot were located as part of this survey. This owner of the property should be aware of any items affecting the property that may appear in a title insurance report. The surveyor found no obvious evidence of easements, encroachments or encumbrances on the property surveyed except as shown herein.
5. County tax maps, recorded deeds, Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility Subdivision Plot (Second Amended), Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility Subdivision Plot (Third Amended) (all aforementioned documents on file and of record in the Summit County Recorder's Office), and physical evidence found in the field were used to determine the boundary as shown on this plot.
6. Site Benchmark: Sewer Manhole Elevation = 6638.77' as shown.
7. The architect is responsible for verifying building setbacks, zoning requirements and building heights.
8. Property corners were found or set as shown.
9. Existing underground utilities shown are from file data at Alliance Engineering and should be verified.
10. Wetlands located and as shown on this survey are per a wetland delineation performed by others.

LEGEND

- Set 5/8" rebar w/cap "ALLIANCE ENGINEERING" (unless noted otherwise)
- Found Monument (As-Noted)
- Wetland Delineation (Numbered Pin Tag) (As-Noted)
- Found Section Monument (As-Noted)
- Not Found Section Monument (As-Noted)
- Wetland

LINE	DIRECTION	LENGTH
L1	N 13°49'00" W	44.69'



STAFF:
CHARLES GALATI
MICHAEL DEMKOWICZ
ALEX BONHAM
SAMUEL GALATI
JASON WYNN
RYAN BETZ

EXISTING CONDITIONS & TOPOGRAPHIC MAP
675 ROUND VALLEY DRIVE
PARK CITY, UTAH
FOR: PARK CITY MUNICIPAL CORPORATION
JOB NO.: 17-5-18
DATE: 9/5/18
FILE: X:\QuinnJunction\dwg\survey\170518-HC Lot 4\170518.dwg

SHEET
1
OF
1



 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2654 Park City, Utah 84060-2654	(435) 648-9467 STAFF: ALEC BONHAM MARSHALL KING	AERIAL PHOTOGRAPHY 675 ROUND VALLEY DRIVE LOT 4, INTERMOUNTAIN HEALTHCARE FOR: PARK CITY MUNICIPAL CORPORATION JOB NO.: 17-5-18 FILE: X:\QuinnJunction\dwg\exhibits\IHC Lot 4 ortho.dwg	SHEET 1 OF 1



IHC Lot 4, looking north



IHC Lot 4, looking west



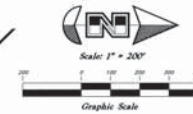
IHC Lot 4, looking east



IHC Lot 4, looking south

Subdivision Plat for the Intermountain Healthcare Park City Medical Campus / USSA Headquarters and Training Facility

A part of the West 1/2 of Section 35, T1S, R4E,
Salt Lake Base & Meridian, U.S. Survey
Park City, Summit County, Utah



- LEGEND**
- ▲ Set Nail in Curb
 - Set 5/8" Rebar (24" Long)
 - Cap w/ Fencapost
 - Found Rebar & cap w/ Fencapost
 - Found Rebar & Cap
 - Set Hub & Tick
 - ✱ Exist, Right of Way Monument

SURVEYOR'S CERTIFICATE

I, Mark E. Bobbitt, a Registered Professional Land Surveyor in the State of Utah, do hereby certify that this subdivision plat of the Intermountain Healthcare Park City Medical Campus / USSA Headquarters and Training Facility, in Park City, Summit County, Utah has been correctly drawn to the designated scale and is a true and correct representation of the following description of lands included in said subdivision.

Signed this 18th day of January, 2007.

166484
License No.

Mark E. Bobbitt



OWNER'S DEDICATION

I, the undersigned being a manager of Burbs, LLC, owner of the hereon described tract of land, hereby set apart and subdivide the same into the lots as shown on this plat.

Signed this 22nd day of January, 2007.

Manager, BURBS, LLC

ACKNOWLEDGMENT

State of Utah
County of Summit / ss
On the 22nd day of January, 2007, personally appeared before me, who being by me duly sworn did say that he is a manager of Burbs, LLC, and that said instrument was signed in behalf of said Company by a resolution of its Members, and acknowledged to me that said Company executed the same.

Residing at: Don Marie Liddell
A Notary Public commissioned in Utah
Commission Expires: Don Marie Liddell
Print Name

BOUNDARY DESCRIPTION

A part of the West Half of Section 35, Township 1 South, Range 4 East, Salt Lake Base and Meridian, U.S. Survey.
Beginning at the Southwest Corner of said Section 35, and running thence North 0°15'24" East 2681.55 feet to the West 1/4 corner of said section and North 0°15'27" East 2312.19 feet; thence Northwesterly along the arc of a 23,178.31 foot radius curve to the right a distance of 362.82 feet (Central Angle equals 0°53'49" and Long Chord bears North 25°04'53" West 362.82 feet) to the North line of Section 34, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence South 89°39'00" East 110.37 feet along said North line to the Westerly right of way line known as Utah Department of Transportation Project No. 19 (U.S. Highway 40); thence Southwesterly along said right of way line and the arc of a 23,078.31 foot radius curve to the left a distance of 105.70 feet (Central Angle equals 0°15'45" and Long Chord bears South 24°52'48" East 105.70 feet) to the West line of said section 35; thence South 0°15'27" West 139.75 feet along said West line to the Westerly right of way line of said U.S. Highway 40; thence Southerly seven (7) courses along said Westerly right of way line as follows: along the arc of a 23,138.11 foot radius curve to the left a distance of 2055.02 feet (Central Angle equals 5°05'19" and Long Chord bears South 27°52'06" East 2054.35 feet); South 30°24'46" East 2322.73 feet; South 26°34'46" East 70.94 feet; along the arc of a 1025.92 foot radius curve to the right a distance of 328.80 feet (Central Angle equals 18°21'46" and Long Chord bears South 17°23'53" East 327.39 feet); South 0°10'40" West 547.99 feet; South 11°42'02" East 93.76 feet and South 45°02'39" West 361.61 feet to the South line of Section 35; thence North 89°52'38" West 2048.43 feet along said South line to the point of beginning.

Contains: 6,849,499 sq. ft.
or 157.243 Acres

Notes:

- This Subdivision shall be a two-part process. The first part of the Subdivision will establish the lot lines of Lots 1 - 5 and allow for the recording of the Subdivision Plat. The second part of the Subdivision will include an amendment to the Subdivision Plat. No building permits shall be issued on any of the subject lots until such time as Master-Planned Development and Conditional Use Permit approvals are obtained and all requisite annexation ordinance and annexation agreement commitments have been satisfied by an amended subdivision plat.
- Access Easement No. 2 shall be evidenced by the grant of an access easement to be granted by the Lot 1 property owner to the Lot 3 property owner.
- Access Easement No. 1 shall be evidenced by an access easement to be granted by the Lot 1 property owner to the Lot 3 and Lot 4 property owners.
- Lot 5 shall be subject to the reservation of an access and utility easement in favor of Lots 1 and 2.

NARRATIVE:

This subdivision plat was requested by Burbs, LLC.

A line bearing South 89°52'38" East between the Southwest Corner and the Southwest Corner of Section 35, T1S, R4E was used as the basis of bearings.

Lot corners were monumented as shown.

PROPERTY LINE CURVE DATA

(1) Δ = 4°13'58" R = 270.00' L = 232.94' LC = 217.05'	(2) Δ = 28°47'38" R = 1050.00' L = 519.21' LC = 514.31'	(3) Δ = 80°10'43" R = 173.60' L = 181.85' LC = 173.43'	(4) Δ = 87°51'00" R = 98.98' L = 144.96' LC = 132.59'
---	---	--	---

Δ = 16°27'46"
R = 1025.92'
L = 328.80'
LC = 327.39'
S 17°23'53" E

Δ = 16°27'46"
R = 1025.92'
L = 328.80'
LC = 327.39'
S 17°23'53" E

Δ = 16°27'46"
R = 1025.92'
L = 328.80'
LC = 327.39'
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S 17°23'53" E

Δ = 16°27'46"
R = 1025.92'
L = 328.80'
LC = 327.39'
S 17°23'53" E

PARK CITY ENGINEER

I hereby certify that I have had this Plat reviewed by this office and it is correct in accordance with available information on file in this office.

Signed this 22nd day of JANUARY, 2007.

David D. Doolan
Signature

PARK CITY PLANNING COMMISSION

Approved and Accepted by the Park City Planning Commission on this 10th day of January, 2007.

Michael C. Smith
Planning Commission Chair

PARK CITY COUNCIL APPROVAL

Presented to the Park City Council this 11th day of January, 2007.

at which time it was approved.

Attest: Donna Williams
City Recorder

Donna Williams
Mayor

APPROVAL AS TO FORM

Approved as to form on this 31st day of January, 2007.

Mark O. Hagg
Park City Attorney

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

Reviewed for conformance to Snyderville Basin Water Reclamation District standards on this 22nd day of January, 2007.

Donna Williams
S.W.R.D. Authorized Representative

SUMMIT COUNTY RECORDER

FILED: 2007 JAN 24

RECORDED: 1-23-07

AT 4:41 PM IN BOOK 1-23-07

RECORDED: 1-23-07

FOR: Equity Title

SUMMIT COUNTY RECORDER

BY: Donna Williams

DEPUTY

04/26/2007 10:07:21



5746 South 1475 East - Suite 200
Cotton, Utah 84603
P.O. Box 155006, Ogden, Utah 84415
Phone: (801) 226-4510 Fax: (801) 226-4511 Email: info@gbeng.com

Subdivision Plat (Third Amended) for the Intermountain Healthcare Park City Medical Campus / USSA Headquarters and Training Facility

Amending Lot 8

A part of the West 1/2 of Section 35, T1S, R4E,
Salt Lake Base & Meridian, U.S. Survey
Park City, Summit County, Utah

SURVEYOR'S CERTIFICATE

I, Jason L. Felt, do hereby certify that I am a Professional Land Surveyor in the State of Utah, and that I hold Certificate No. 6339283 in accordance with Title 58 Chapter 25, Professional Engineers and Land Surveyors Licensing Act. I also do hereby certify that Subdivision Plat (Third Amended) for the Intermountain Healthcare Park City Medical Campus / USSA Headquarters and Training Facility Amending Lot 8, in Park City, Summit County, Utah has been correctly drawn to the designated scale and is a true and correct representation of the following description of lands included in said subdivision, based on data compiled from records in the Summit County Recorder's Office, and of a survey made on the ground in accordance with Section 17-23-17, Monumented Lot corners have been set as shown on this drawing.

I also certify that all the lots within the above referenced subdivision meet the frontage and area requirements of the Summit County Zoning Ordinance.

Signed this 2nd day of March, 2017.

9239283
License No.

BOUNDARY DESCRIPTION

All of Lot 8, subdivision Plat (Second Amended) for the Intermountain Healthcare Park City Medical Campus / USSA Headquarters and Training Facility, Park City, Summit County, Utah.

Being a part of the West Half of Section 35, Township 1 South, Range 4 East, Salt Lake Base and MERIDIAN, City, Summit County, Utah.

Beginning at a point which is 3540.63 feet North 89°52'38" West along the Section line and 503.34 feet North 07°22'22" West to the Southeast corner of the Lot 10 also being on the West line of Round Valley Drive, and running thence two (2) courses along said Lot 10 as follows: (1) North 77°16'12" West 425.08 feet; (2) South 12°43'48" West 25.00 feet to the North line of Lot 3; thence North 77°16'12" West 260.51 feet along said North line to the Northeast corner thereof, being the Northeast corner of Lot 5; thence two (2) courses along said North line as follows: (1) North 72°46'08" West 81.81 feet; and (2) North 69°17'16" West 168.51 feet to the Easterly line of Gilmore Way and a point on the arc of a curve; thence Five (5) courses along said Easterly line as follows: (1) Northeast along said Easterly line and the arc of a 750.00 foot Radius curve to the left a distance of 232.38 feet (Delta Angle equals 17°45'03", Center bears North 67°30'28" West, and Long Chord bears South 12°37'00" West 231.43 feet); (2) North 4°45'29" East 148.10 feet to a point of curvature; (3) Northeast along the arc of a 175.00 foot Radius curve to the right a distance of 141.32 feet (Delta Angle equals 46°16'02", Center bears South 85°15'31" East, and Long Chord bears South 27°52'30" West 137.51 feet); (4) North 51°00'31" East 113.46 feet to a point of curvature; and (5) Northeast along the arc of a 225.00 foot Radius curve to the right a distance of 68.64 feet (Delta Angle equals 17°29'46", Center bears North 38°59'29" West, and Long Chord bears South 62°16'08" West 68.38 feet to the Southeast corner of Lot 6; thence South 27°51'09" East 224.46 feet along the Southwesterly line of said Lot 6 to the most Southerly Corner thereof, being the Southwesterly Corner of Lot 7; thence South 31°15'55" West 249.40 feet to the Southwesterly Corner of the said Lot 7; thence North 69°17'16" East 580.89 feet along the Southerly line of said Lot 7 to the Southwesterly Corner thereof, being on the West line of Round Valley Drive; thence three (3) courses along said West line as follows: (1) South 13°49'00" East 87.29 feet to a point of curvature; (2) Southeast along the arc of a 970.00 foot Radius curve to the right a distance of 489.43 feet (Delta Angle equals 28°54'35", Center bears South 76°11'00" West, and Long Chord bears North 03°18'18" East 484.26 feet); and (3) South 15°05'35" West 15.10 feet to the point of beginning.

Contains: 9.934 acres

NARRATIVE

The Subdivision Plat was requested by Mr. Morgan Busch of IHC Health Services, Inc. for the purposes of subdividing Lot 8 into two lots and amending Lot 8 of the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility, Park City, Summit County, Utah.

A line bearing South 89°52'38" East between the Southwest Corner and the Southeast Corner of Section 35, Township 1 South, Range 4 East was used as the basis of bearings.

Lot corners were monumented as shown.

OWNER'S CERTIFICATION

IHC Health Services, Inc., a Utah nonprofit corporation, being the owner of the herein described tracts of land, hereby sets apart and subdivides the same into the lots as shown on this Subdivision Plat, and grants to Park City Municipal Corporation (a) a 10' wide nonexclusive public utility easement along Round Valley Drive as shown herein, the same to be used for the installation, operation and maintenance of public utility service lines, snow storage and drainage, and (b) a 10' wide nonexclusive public utility easement along Gilmore Way as shown herein, the same to be used for the installation, operation and maintenance of public utility service lines, snow storage and drainage.

IHC Health Services, Inc., a Utah nonprofit corporation.

By: *Clay L. Ashdown*

Print Name: *Clay L. Ashdown*

Title: VP

ACKNOWLEDGMENT

State of Utah
County of Summit 155

The foregoing instrument was acknowledged before me this 14 day of March, 2017, by *Clay Ashdown*, the VP of IHC Health Services, Inc., a Utah nonprofit corporation.

Residing At: *Salt Lake City, UT* *Shelly Spencer*
Commission Number: *680392* *Notary Public Commissioned in Utah*
Commission Expires: *12/31/2018* *Shelly Spencer*
Print Name



SUMMIT COUNTY RECORDER

ENTRY NO. 1067219
FEE PAID
\$32.00
FILED FOR RECORD AND
INDEXED
DATE: 4/12/2017
AT: 3:36 PM
BOOK: 1 OF OFFICIAL
RECORDS
FOR: STEEL RINES L.P.

SUMMIT COUNTY RECORDER

BY: *C. W. Wally*
Deputy

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

Reviewed for conformance to Snyderville Basin Water Reclamation District standards on this 28th day of April, 2017.

B. D. C.
S.W.R.D. Authorized Representative

CERTIFICATE OF ATTEST

I certify that this Subdivision Plat was approved by the Park City Council the 21st day of July, 2016.

Katie M.
Park City Recorder

APPROVED AS TO FORM

Approved as to form on this 6th day of April, 2017.

Deborah M.
Park City Attorney

PARK CITY COUNCIL APPROVAL

Approved and Accepted by the Park City Municipal Corporation Council this 21st day of July, 2016.

Julia M.
City Recorder
Julia M.
Mayor

PARK CITY PLANNING COMMISSION

Approved by the Park City Municipal Corporation Planning Commission on this 22nd day of June, 2016.

Steve
Planning Commission Chair

PARK CITY ENGINEER

This Subdivision Plat is in conformance with information on file in the Office of the Park City Engineering Department on this 24th day of March, 2017.

M. H.
Signature

Line	Bearing	Length
L1	N 4°45'05" W	76.55'
L2	N 21°58'02" E	102.66'
L3	N 41°50'31" E	118.44'
L4	N 62°24'38" E	125.65'
L5	N 60°04'52" E	225.53'

Southwest Corner of Section 35, T1S, R4E, S28M (Found 3" Aluminum Cap Stamped "Schuchert & Assoc.")

S 89°52'38" E (Basis of Bearings)

10.0' Wide Non-Exclusive Public Utility and Snow Storage Easement

20.0' Wide Public Trail Easement, as evidenced by that certain Declaration and Grant of Easement (Public Trail Easement), dated April 18, 2017, on City No. 61041245, Book 2404, of Page 1504

10.0' Wide Public Utility and Snow Storage Easement

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10.0' Wide Public Utility and Snow Storage Easement

10.0' Wide Public Utility and Snow Storage Easement

Planning Commission Meeting
October 24, 2018
Page 19

after consultation with the Historic Preservation Planner, Chief Building Official, and City Engineer, determines that it is necessary based upon the need to immediately stabilize an existing Historic property, or specific site conditions such as access, or lack thereof, exist, or in an effort to reduce impacts on adjacent properties.

13. The property is located outside the Park City Landscaping and Maintenance of Soil Cover Ordinance (Soils Ordinance) and therefore not regulated by the City for mine related impacts. If the property owner does encounter mine waste or mine waste impacted soils they must handle the material in accordance to State and Federal law.

14. All development will have to provide elevation certificates certifying compliance with the minimum FEMA Flood Zone requirements.

REGULAR AGENDA - DISCUSSION/PUBLIC HEARINGS/ POSSIBLE ACTION

1. **675 Round Valley Drive – Plat Amendment – Request to create two (2) 2.5 acre lots of record from Lot 4 of the Third Amended IHC Park City Medical Campus/USSA Headquarters and Training Facility Subdivision plat. (Application PL-18-03982)**

Commissioner Suesser recused herself and left the room.

Planner Whetstone reported that Lot 4 of the IHC/USSA subdivision plat is City-owned property. Park City Municipal Corp is the applicant. Heinrich Deter, the Property Trails and Open Space Manager, was representing the City this evening.

Planner Whetstone reviewed the request to subdivide Lot 4. Lot 4 is a five-acre lot that would be divided into two equal 2-1/2 acre parcels; Lot 13 and Lot 4. She stated that the northern portion of the new Lot 13 is scheduled for a future fire station. The uses for the southern lot to the new Lot 4 are still to be decided.

The Staff recommended that the Planning Commission conduct a public hearing and consider forwarding a positive recommendation to the City Council in accordance with the findings of fact, conclusions of law, and conditions of approval as outlined in the draft ordinance.

Vice-Chair Phillips opened the public hearing.

There were no comments.

Vice-Chair Phillips closed the public hearing.

MOTION: Commissioner Hall moved to forward a POSITIVE recommendation to the City Council to approve the Plat Amendment for 675 Round Valley Drive in accordance with the Findings of Fact, Conclusions of Law, and Conditions of Approval found in the draft ordinance. Commissioner Kenworthy seconded the motion.

VOTE: The motion passed unanimously. Commissioner Suesser was recused.

Commissioner Suesser returned to the meeting.

Findings of Fact – 675 Round Valley

1. The property is located at 675 Round Valley Drive.
2. The zoning is Community Transition (CT) within the IHC Master Planned Development (CT-MPD).
3. On December 7, 2006, City Council approved an annexation ordinance and annexation agreement for the property. The annexation agreement was recorded on January 23, 2007.
4. The annexation agreement sets forth maximum building floor areas, development location, and conditions related to developer-provided amenities on the various lots of the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility Subdivision plat, such as roads, utilities, and trails.
5. On January 11, 2007, the City Council approved the Intermountain Healthcare Park City Medical Campus / USSA Headquarters and Training Facility Subdivision plat for the purpose of creating lots of record so that associated property sale and property transfers could be completed. The plat was recorded at Summit County on January 23, 2007 and consisted of 5 lots of record.
6. The IHC Master Planned Development was approved by the Planning Commission on May 23, 2007.
7. The First Amended Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility Subdivision was approved by the City Council on October 11, 2007 and recorded at Summit County on May 20, 2008. The first amended plat memorialized various easements and road layouts and adjusted the location of various lots consistent with the approved MPD. The plat consisted of nine lots of record.
8. The Second Amended Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility Subdivision plat was approved by the City Council on July 31, 2008 and recorded at Summit County on November 25, 2008. The second amended plat created new Lots 10 and 11 out of the previous Lot 8. Lot 10 was created for the Summit County Health

Department and the People's Health Clinic building and Lot 11 was created as a separate lot for IHC as it was located south of Victory Lane. The plat consisted of eleven lots of record.

9. The property is subject to the Amended Intermountain Healthcare Master Planned Development (IHC MPD), originally approved on December 7, 2006 and amended in 2014 to transfer support medical office uses and density from Lots 6 and 8 to Lot 1.

10. A second MPD amendment was approved on January 13, 2016 to identify Lot 8 for the Peace House facility, address affordable housing requirements, identify Lot 4 for Public Municipal Use and Essential Services and address administrative amendments of the first MPD amendment. The MPD amendments were found to be consistent with the purpose statements of the CT Zoning District and the goals and objectives of the General Plan. The Amended Development Agreement was recorded on February 5, 2018.

11. On July 21, 2016, the City Council approved a Third Amended Subdivision Plat for Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility to divide the 9.934 acre Lot 8 of the Second Amended Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility Subdivision plat into two platted lots of record, namely Lot 8 consisting of 3.6 acres and Lot 12 consisting of 6.334 acres. This plat was recorded on April 12, 2017.

12. On September 11, 2018, a complete application was submitted for this Fourth Amended Subdivision Plat for Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility to divide the 5.0 acre Lot 4 into two platted lots of record, namely Lot 4 consisting of 2.5 acres and Lot 13 consisting of 2.5 acres.

13. The amended subdivision plat consists of thirteen lots with ownership, acres, and use consistent with the amended IHC MPD as follows:

- | | |
|------------------|---|
| Lot 1 and Lot 2: | IHC- Intermountain Healthcare Campus MPD (107.551 acres) |
| Lot 3: | USSA- Headquarters and Training Facility MPD (5 acres) |
| Lot 4: | PCMC- future Public Municipal Use and Essential Services (2.5 acres) |
| Lot 5: | PCMC- Ice Facility/Fields Complex Expansion (15 acres) |
| Lot 6: | IHC MPD- no assigned density or uses (density transferred to Lot 1) (3.041 acres) |
| Lot 7: | Physicians Holding- Support Medical Office CUP (3.396 acres) |
| Lot 8: | IHC- Peace House CUP (3.632 acres) (previously 9.934 acres- rest to new Lot 12) |
| Lot 9: | Questar facility (0.174 acres) |

- Lot 10: Community Medical Summit County Health and People's Health Clinic CUP (3.088 acres)
Lot 11: IHC, no assigned density or uses (0.951 acres)
Lot 12: IHC, no assigned density or uses (6.302 acres) (previously part of Lot 8)
Lot 13: PCMC, Fire Station as a public safety and Public Municipal Use and Essential Services (2.5 acres) (previously part of Lot 4)

14. Development of each lot requires a Conditional Use Permit for Public Municipal Use and Essential Services. No Unit Equivalents are required for these Public Municipal Uses and Essential Services.

15. The property is currently undeveloped and consists of native grasses and low vegetation with areas of delineated wetlands.

16. Wetlands exist on both Lots 4 and 13. These wetlands were recently inspected by the City and a professional wetlands delineator with additional input from the Army Corps of Engineers. It was determined that the wetlands on the southern portion of Lot 13 exist due to run-off through a culvert installed when Round Valley Drive was constructed. The Corps has approved the diverting of run-off from the culvert to the larger area of Designated Wetlands to the north of Lot 13, via a drainage swale. This diversion will likely eliminate the locally small and isolated newly created wetlands that were incidental to the poor drainage

provided by the road design, and will likely lead to the enhancement of the existing wetlands to the north of the property.

17. Wetlands delineation was done more than five years ago and will need to be updated prior to issuance of a building permit.

18. All development, such as buildings and parking areas, are required to comply with the LMC required setbacks from designated wetlands.

19. Access to the site is from Round Valley Drive, an existing public street that intersects with State Road 248 at a signalized intersection approximately a half mile to the south. Lots 4 and 13 have frontage and access on Round Valley Drive.

20. There are existing utilities within the streets and within platted public utility easements along the front lot lines. Utility, access and snow storage easements are necessary along public street frontages for installation of utilities, sidewalks and snow storage.

21. Public trails are located throughout the IHC Subdivision and MPD. Sidewalks

along the frontage of lots connect to public trails with connections to the Quinn's Recreation Complex, the Round Valley Open Space, and the IHC Park City Medical Center and Clinics.

22.No changes are proposed to the location of platted Round Valley Drive.

23.Attention to the location of visible dry utility boxes and installations is an important consideration when designing a site in order to ensure that adequate area is available for landscape elements to provide adequate screening from public view.

24.The Analysis section of this staff report is incorporated herein.

Conclusions of Law – 675 Round Valley

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

Conditions of Approval – 675 Round Valley Drive

1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with the Annexation Agreement, applicable State law, the Land Management Code, and these conditions of approval, prior to recordation of the plat.
2. The applicant will record the subdivision plat at Summit County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a request for an extension is submitted in writing prior to expiration and is approved by the City Council.
3. All conditions of approval of the IHC Annexation and IHC/USSA Subdivision, as amended, shall continue to apply.
4. Dry utility infrastructure must be located on the property and 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.
5. Final utility, storm water, and grading plans must be approved by the City Engineer and SBWRD prior to Building Permit issuance. All required easements shall be dedicated on the plat prior to recordation.

6. Required public improvements shall be installed or a financial guarantee for any required public improvements in an amount approved by the City Engineer and in a form approved by the City Attorney shall be in place prior to plat recordation.
7. Any wetlands delineation older than five (5) years shall be updated and submitted to the City prior to building permit issuance for development on the lots. All required Corps of Engineer approvals and permits shall be submitted prior to issuance of a building permit on the lots.
8. A note shall be included on the plat prior to recordation stating that all development, such as buildings and parking areas, proposed on these lots shall comply with LMC required wetlands protection buffer areas in effect at the time of the building permit application.
9. A 10' wide non-exclusive public utility, access and snow storage easement shall be shown along the frontages of Round Valley Drive prior to plat recordation.
10. Each lot is over 1.0 acres and will be required to meet the requirements of the Separate Storm Sewer System (MS4) Storm-Water Program.

2. **7704 Village Way – Condominium Plat – Request for a Condominium Plat for Larkspur Townhomes 6 for three attached multi-family units, on Lot A of the Second Amended Village at Empire Pass Phase 1 Subdivision plat. (Application PL-18-03975)**

Planner Whetstone reviewed the request for a condominium plat for three townhomes, attached multi-family units, at the Empire Pass project. These are the Larkspur 6 Townhomes, which are the final townhomes for Larkspur.

Rich Wyler and Jeff Butterworth, were present to represent the applicant, Storied Development.

Planner Whetstone remarked that the application is to condominiumize a plat was straightforward and in accordance with the process at Empire Pass. Every unit that gets built gets a condominium plat to memorialize the configuration of the units, the density, and the unit equivalents. Planner Whetstone noted that the units will be similar to the existing triplex townhomes that are located directly to the south. They will be constructed to the condominium specifications. This recorded plat will allow the units to be sold individually. If any changes are made, the applicant would have to come back to the Planning Commission for a plat amendment to make sure the units conform.

The Staff recommended that the Planning Commission conduct a public hearing and consider forwarding a positive recommendation to the City Council in accordance with the finding of facts, conclusions of law, and conditions of approval outlined in the draft ordinance.

Council Agenda Item Report

Meeting Date: November 29, 2018

Submitted by: Heinrich Deters

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section: NEW BUSINESS

Subject:

Consideration to Approve the Real Estate Purchase Contract Providing for the Acquisition of Four Parcels Located at 1302 Norfolk Avenue, in the Amount of \$1,750,000 in Form Approved by the City Attorney
(A) Public Input (B) Action

Suggested Action:

Attachments:

[1302 Norfolk Purchase Staff Report](#)

[Attachment 1: 1302 Norfolk REPC](#)

City Council Staff Report



Subject: 1302 Norfolk Property Acquisition
Author: Heinrich Deters
Department: Sustainability
Date: November 29, 2018
Type of Item: Administrative- Purchase of Real Property

Summary Recommendation

Staff recommends Council approve the real estate purchase contract providing for the acquisition of four parcels located at 1302 Norfolk Avenue, in the amount of One Million Seven Hundred and Fifty Thousand Dollars, **(\$1,750,000)** in form approved by the City Attorney. (Attachment I)

Background

Park City Municipal Corporation executed a Real Estate Purchase Agreement on October 11th, subject to approval by the City Council in an open meeting. The Agreement allowed for the acquisition of four old town parcels, for One Million Seven Hundred Fifty Dollars. The Agreement allowed for a Due Diligence period, which included a survey of the property, house inspection and Phase I environmental analysis. The property (noted in pink below) is adjacent (to the south) of the current Woodside affordable housing development and be incorporated into the Woodside Phase II project should Council approve the acquisition. (Map below)



Analysis:

Woodside Project and 1302 Norfolk Timeline

Staff will include the 1302 Norfolk property in the Woodside Phase II planning and implementation process. Staff anticipates including the 1302 Norfolk property (Approximately .25 acres) in the project will potentially net the City an additional ten (10) units. Below is the timeline:

- Master Plan Development (MPD) application to be submitted in mid-November. It will be presented to Planning Commission during a work session in February and again for approval in March 2019
- Bidding on the project is scheduled to take place April/May 2019
- Construction on the Woodside Park Phase 2 project is scheduled to start in July 2019

Construction on Woodside Park Phase 2 is scheduled to take roughly 18 months

Acquisition of the 1302 Norfolk property will provide numerous positive deliverables towards the City's Community Critical and Top Priorities:

- Acquisition of the property allows for the development of **potentially 10 extra units** as part of the Woodside Phase II project
- Acquisition of the property prevents sewer lines from the townhomes on Empire Avenue to run through the affordable portion of the project, thus allowing the possible creation of two separate HOAs (affordable and market rate). This will help to control affordability of the project and ensure more equitable distribution of HOA fees and assessments long term.
- Acquisition would preserve a historically significant structure **that has a pending application/appeal for demolition permit on file**. The City plans to renovate the historic home and sell it a market rate subject to a preservation easement.
- Funding associated with the resale of the historically significant structure may be rolled into future affordable housing projects.

Funding

Funding for the project will come from the City's Affordable Housing Program in the Capital Improvement Project fund.

CONTRACT TO PURCHASE REAL ESTATE

This Agreement (the "Agreement") is made effective the 11 day of ^{October}~~September~~ 2018 (the "Effective Date") between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, (the "Buyer"), and **418 CENTENNIAL CIRCLE LLC, a Utah limited liability company**, (the "Seller"), for the purchase of certain real property located at 1302 Norfolk Avenue, Park City, UT 84060.

RECITALS

Whereas, the Seller is the owner of 1302 Norfolk Avenue, Park City, Utah 84060 (the "Property").

Whereas, the Buyer is a political subdivision of the State of Utah and is included in the list of organizations described in Section 170(c)(1) of the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder.

Whereas, the parties acknowledge that the purchase price for the Property specified in this Agreement is substantially below the fair market value of the Property. Seller intends that the difference between the purchase price and the appraised value of the Property shall be a charitable contribution to Buyer.

Whereas, both parties agree that the Seller has accepted the offered purchase price in lieu of Buyer's threat of condemnation.

Whereas, on the terms, conditions, and provisions set forth in this Agreement, Buyer desires to purchase, and Seller desires to sell to Buyer, the Property for public purposes.

In consideration of the foregoing recitals, which are incorporated herein and shall survive closing, and the mutual covenants contained herein, the parties agree as follows:

TERMS

1. **PROPERTY:** 1302 Norfolk Avenue, City of Park City, County of Summit, State of Utah, Zip Code 84060, (SA-283, SA-283A, SA-283B, SA-283C) (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items, if any, referenced in Sections 1.1, 1.2 and 1.3.

1.1. Included Items. Unless excluded herein, this sale includes the following items if presently owned and in place on the Property: plumbing, heating, air conditioning fixtures and equipment; conventional ovens, ranges and hoods; cook tops; ceiling fans; water heaters; water softeners; light fixtures and bulbs; bathroom fixtures and bathroom mirrors; window and door screens; storm doors and windows; awnings; and affixed carpets.

1.2. Other Included Items. The following items that are presently owned and in place on the Property have been left for the convenience of the parties and are also included in this sale: [x] refrigerator. The above checked items shall be conveyed to Buyer under separate bill of sale with warranties as to title. In addition to any boxes checked in this Section 1.2 above, there are no additional items of personal property Buyer intends to acquire from Seller at Closing.

1.3. Water Service. Culinary water for 1302 Norfolk Ave is provided by Park City Municipal Corporation. No water rights/water shares shall be conveyed in this transaction.

2. PURCHASE PRICE.

2.1. Payment of Purchase Price. The Purchase Price for the Property is \$ 1,750,000.00. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2.1(a) and 2.1(b) below.

a. \$ 30,000.00. **Earnest Money Deposit.** The Buyer shall pay into escrow, no later than four (4) days after the Effective Date, an Earnest Money Deposit in the amount of \$30,000 in the form of cash. The Earnest Money Deposit shall be held in escrow by Park City Title Company ("Title Company") until the Expiration of Buyer's Due Diligence period. Under certain conditions described in this Agreement, this deposit may become totally non-refundable.

b. \$ 1,720,000.00. **Balance of Purchase Price** shall be paid in Cash at Settlement.

c. \$ 1,750,000.00. **Purchase Price.** Total of lines (a) and (b).

3. SETTLEMENT AND CLOSING.

3.1. Settlement. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by this Agreement, by the title insurance and escrow/closing offices, by written escrow instructions, or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2. Closing. For purposes of this Agreement, "Closing" means that: (a) Settlement has been completed; and (b) the applicable Closing documents have been recorded in the office of the county recorder ("Recording"). Closing shall be completed no later than (10) calendar days after Buyer Due Diligence has been completed as defined in Section 7.1.

3.3. Possession. Except as provided in Section 5.1(a), Seller shall deliver physical possession of the Property to Buyer upon recording. Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property including any personal property and belongings. The provisions of this Section 3.3 shall survive Closing.

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

4.1. Prorations. All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Closing date, unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 4.1 shall survive Closing.

4.2. Special Assessments. Any assessments for capital improvements as approved by the homeowner's association ("HOA") (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by the Buyer. The provisions of this Section 4.2 shall survive Closing.

4.3. Fees/Costs/Payment Obligations.

- a. **Escrow Fees.** Unless otherwise agreed to in writing, Seller and Buyer shall each pay their respective fees charged by the escrow/closing office for its services in the settlement/closing process. The provisions of this Section 4.3(a) shall survive Closing.
- b. **Rental Deposits/Prepaid Rents.** Rental deposits (including, but not limited to, security deposits, cleaning deposits and prepaid rents) for long term lease or rental agreements, as defined in Section 6.1(a), not expiring prior to Closing, shall be paid or credited by Seller to Buyer at Settlement. The provisions of this Section 4.3(b) shall survive Closing.
- c. **HOA/Other Entity Fees Due Upon Change of Ownership.** Some HOA's, special improvement districts and/or other specially planned areas, under their governing documents charge a fee that is due to such entity as a result of the transfer of title to the Property from Seller to Buyer. Such fees are sometimes referred to as transfer fees, community enhancement fees, HOA reinvestment fees, etc. (collectively referred to in this section as "change of ownership fees"). Regardless of how the change of ownership fee is titled in the applicable governing documents, if a change of ownership fee is due upon the transfer of title to the Property from Seller to Buyer, that change of ownership fee shall, at Settlement, be paid for by the Buyer. The provisions of this Section 4.3(c) shall survive Closing.
- d. **Utility Services.** Buyer agrees to be responsible for all utilities and other services provided to the Property after the Settlement Deadline. The provisions of this Section 4.3(d) shall survive Closing.
- e. **Sales Proceeds Withholding.** The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The provisions of this Section 4.3(e) shall survive Closing.

5. TITLE & TITLE INSURANCE.

5.1. Title to Property. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by general warranty deed. Buyer shall accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") under Section 7, and as reviewed and approved by Buyer under Section 8.

- a. **Long-Term Lease or Rental Agreements.** Buyer agrees to accept title to the Property subject to the existing tenant at will, but no further long-term lease or rental agreement may be entered into by Seller. The provisions of this Section 5.1(a) shall survive Closing.

5.2. Title Insurance. At Settlement, Buyer shall purchase, through the title insurance agency that issued the Commitment (the "Issuing Agent"), the most current version of the ALTA Homeowner's Policy of Title Insurance (the "Homeowner's Policy").

6. **SELLER DISCLOSURES.** No later than ten (10) days after the Effective Date Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

- a. A written Seller property condition disclosure for the Property, completed, signed, and dated by Seller as provided in Section 8.3;
- b. A Lead-Based Paint Disclosure & Acknowledgement for the Property, completed, signed, and dated by Seller;
- c. Written notice of any claims and/or conditions known to Seller relating to environmental problems and building or zoning code violations.
- d. Seller agrees to provide acknowledgement of sufficient interest with the Buyer through the joint application for the subdivision and master plan development of the property and Buyer's adjacent property attached hereto. Seller's interest may be revocable at any time. Buyer may not amend the joint application without Seller's prior written consent.

7. **BUYER'S CONDITIONS OF PURCHASE.**

7.1. DUE DILIGENCE CONDITION. Buyer's obligation to purchase the Property IS conditioned upon Buyer's Due Diligence as defined in Section 7.1(a) below and approval of the purchase by the Park City City Council in an open and public meeting. Both parties agree that the Buyer shall have until December 7, 2018 to conduct its Due Diligence. All of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer shall pay for any damage to the Property resulting from any inspections or tests during the Due Diligence.

- a. **Due Diligence Items.** Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 6, and any other tests, evaluations and verifications of the Property to determine the existence of any hazardous substances, environmental issues or geologic conditions.
- b. **Buyer's Right to Cancel or Resolve Objections.** If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced above, cancel this Agreement by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced above, resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.
- c. **Failure to Cancel or Resolve Objections.** If Buyer fails to cancel the Agreement or fails to resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence, Buyer shall be deemed to have waived the Due Diligence Condition.

8. **HOME WARRANTY PLAN / AS-IS CONDITION OF PROPERTY.**

8.1. Home Warranty Plan. A one-year Home Warranty Plan WILL NOT be included in this transaction.

8.2. Condition of Property/Buyer Acknowledgements. Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 7.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own

judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate, and inspect the Property. The provisions of Section 8.2 shall survive Closing.

8.3. Condition of Property/Seller Acknowledgements. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) deliver the Property to Buyer in substantially the same general condition as it was on the Effective Date, ordinary wear and tear excepted. The provisions of Section 8.3 shall survive Closing.

9. FINAL PRE-SETTLEMENT WALK-THROUGH INSPECTION. No earlier than seven (7) calendar days prior to Settlement, and upon reasonable notice and at a reasonable time, Buyer may conduct a final pre-Settlement walk-through inspection of the Property to determine only that the Property is "as represented," meaning that the items referenced in Sections 1.1, 1.2 ("the items") are respectively present, repaired, or corrected as agreed. The failure to conduct a walk-through inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented.

10. CHANGES DURING TRANSACTION. Seller and Buyer agree that from the Effective Date until the date of Closing the following additional items apply:

10.1. Alterations/Improvements to the Property. No substantial alterations or improvements to the Property shall be made or undertaken without prior written consent of Buyer.

10.2. Financial Encumbrances/Changes to Legal Title. No further financial encumbrances to the Property shall be made, and no changes in the legal title to the Property shall be made without the prior written consent of Buyer.

10.3. Property Management Agreements. There are no existing property management agreements. No new property management agreements may be entered into without the prior written consent of Buyer.

10.4. Long-Term Lease or Rental Agreements. No changes to any existing tenant lease or rental agreements shall be made and no new long-term lease or rental agreements, as defined in Section 5.1(a), may be entered into without the prior written consent of Buyer.

10.5. Pending applications and appeals. Seller agrees that as of the Effective Date, all planning applications or pending appeals for the property on file with the Park City Planning Department or requests for advisory opinions on file with the Office of Property Rights Ombudsman, are hereby stayed so long as the Agreement remains in effect and through closing, or for 90 days after termination of this Agreement under full reservation of rights.

11. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company, or other entity, the person signing the Agreement on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

12. COMPLETE CONTRACT. This Agreement together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "Agreement"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings, or contracts between the parties whether verbal or otherwise. The Agreement cannot be changed except by written agreement of the parties.

13. MEDIATION. Any dispute relating to the Agreement arising prior to or after Closing shall first be submitted to mediation. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties shall jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the Agreement shall apply. Nothing in this Section 13 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 13 shall survive Closing.

14. DEFAULT.

14.1. Buyer Default. If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the Agreement and retain the Earnest Money Deposit as liquidated damages; (b) maintain the Earnest Money Deposit in trust and sue Buyer to specifically enforce the Agreement; or (c) return the Earnest Money Deposit to Buyer and pursue any other remedies available at law.

14.2. Seller Default. If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the Agreement; or (b) maintain the Earnest Money Deposit in trust and sue Seller to specifically enforce the Agreement.

15. ATTORNEY FEES AND COSTS/GOVERNING LAW. In the event of litigation or binding arbitration arising out of the transaction contemplated by this Agreement, the prevailing party shall be entitled to reasonable costs and attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 13. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 15 shall survive Closing.

16. NOTICES. Except as provided in Section 20, any notice, demand, request, consent, approval, or communication between the parties shall be in writing and served personally or sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the parties as follows, or to such other address as the parties may from time to time designate by written notice.

To Seller: 418 Centennial Circle LLC
11610 Bellagio Road
Los Angeles, CA 90049

and to: Hoffman Law
1887 Gold Dust Plaza
Suite 303
Park City, UT 84060
jhoffman@xmission.com

To Buyer: Park City Municipal Corporation
445 Marsac Avenue
Park City, UT 84060
Attn: Mark Harrington,
City Attorney

17. NO ASSIGNMENT. This Agreement and the rights and obligations of the Buyer hereunder, are personal to Buyer. The Agreement may not be assigned by Buyer without the prior written consent of Seller.

18. INSURANCE & RISK OF LOSS.

18.1. Insurance Coverage. As of Closing, Buyer shall be responsible to obtain casualty and liability insurance coverage on the Property in amounts acceptable to Buyer.

18.2 Risk of Loss. If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, either Seller or Buyer may elect to cancel this Agreement by providing written notice to the other party, in which instance the Earnest Money Deposit, shall be returned to Buyer.

19. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in the Agreement. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in this Agreement: (a) performance under each Section of the Agreement which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement. Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers, and others not parties to the Agreement, except as otherwise agreed to in writing by such non-party.

20. ELECTRONIC TRANSMISSION AND COUNTERPARTS. The Agreement may be executed in counterparts. Signatures on any of the Documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

21. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. This offer shall not create a binding contract to purchase and sell the Property unless and until it has been executed by Seller.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date(s) set forth below, but as of the date set forth.

Buyer:
Park City Municipal
Corporation, a Utah municipal
corporation

By:

Date:

DMP 10/11/2018
Diane Foster
October 11, 2018

Seller:

418 Centennial Circle LLC, a Utah limited liability
company

By: Zelda Marzec

Date:

Council Agenda Item Report

Meeting Date: November 29, 2018

Submitted by: Heinrich Deters

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section: NEW BUSINESS

Subject:

Consideration to Approve and Accept the 300 McHenry Avenue Conservation Easement in a Form Approved by the City Attorney
(A) Public Input (B) Action)

Suggested Action:

Attachments:

[300 McHenry Easement Proposal Staff Report](#)

[Draft McHenry Conservation Easement](#)

[McHenry Trail Access Plan](#)

City Council Staff Report

Subject: 300 McHenry Conservation Easement Donation
Author: Heinrich Deters
Department: Sustainability
Date: November 29, 2018
Type of Item: Administrative

Summary Recommendation

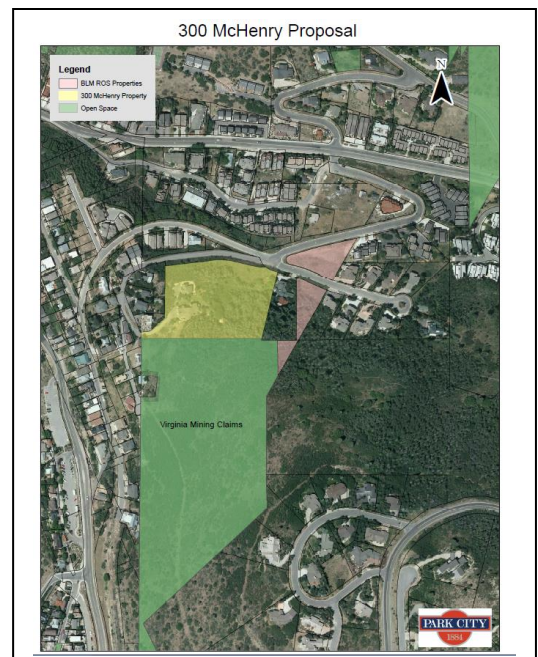
Staff recommends Council approve and accept the 300 McHenry conservation easement in a form approved by the City Attorney, and direct staff to complete the project under the following three provisions:

- City funds will not be utilized for the conveyance and recording of the easement or for future stewardship/monitoring.
- Staff will spend limited time on the project. Time shall be limited to compilation of reports specific to the public approval process and legal review of the documentation.
- Any donative value accrued by the property owner through the conservation easement shall be at the property owner's discretion and without the City's purview.

Background

Summit County Parcel 300 MC-1 consists of 3.43 acres and located at 300 McHenry Avenue. (Map) The property owner, Thomas Grady, at 300 McHenry Avenue would like to donate a conservation easement to Park City Municipal Corporation on approximately 2 acres of the property (Exhibit A-Easement area noted in red), leaving approximately 1.4 acres as the existing building site.

- Starting in August, 2018, Mr. Grady began exploring the possibility of development options on the property and/or donating an open space conservation easement.
- Mr. Grady has chosen to proceed solely with a conservation easement and desires to complete the donation within the 2018 calendar year.

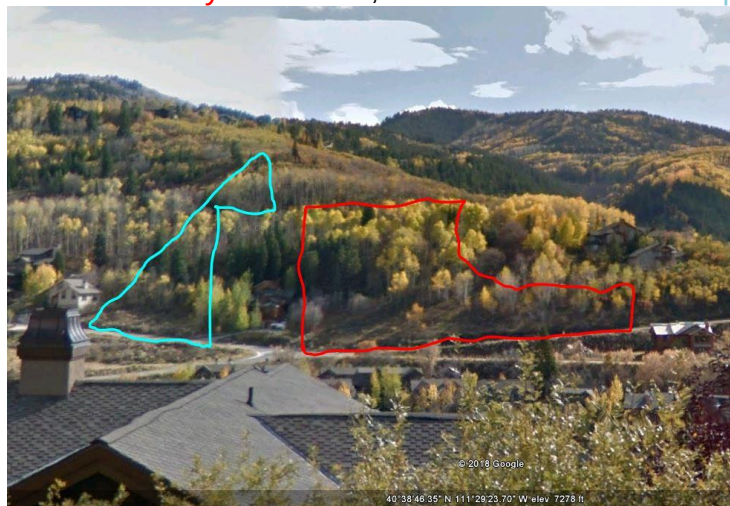


Analysis:

Open Space & Trails Analysis

The 300 McHenry conservation easement property as proposed has several positive attributes, which would complement existing open space and future open space projects. (See Exhibit A)

- The property is contiguous (to the north) to the Virginia Mining Claims open space parcel.
- The property is adjacent to the Rossi Hill BLM parcels, which were rezoned to Recreational Open Space (ROS) last year and is a contemplated open space acquisition target from the BLM in late 2019.
- The property exhibits scenic, recreational and wildlife preservation values. Staff has provided a picture of the view from Mellow Mountain Road (**Red is the McHenry easement, Blue are the BLM ROS parcels**)



- There are several public trails located in the immediate vicinity, some of which have serious grade and erosion issues. Public recreational access is a key component of the conservation easement. This will allow staff to create a more sustainable hiking route, which connects into adjacent open space and trails.

Conservation Easement Donations

In order to be eligible for tax benefits, Conservation easement donations must comply with “conservation purposes” as defined in IRC 170(h). A donated easement must be a true gift. It must protect significant natural, agricultural or historic resources that public agencies or land trusts want to have conserved. Providing for a public benefit (such as recreational access) is often an important part to any easement. If the City accepted the donation, it would be expected to provide a ‘gift letter’ or ["contemporaneous written acknowledgement"](#) of the donation, as well as sign, part IV of [IRS form 8283](#). However, the City makes no representation as to value or tax purposes. A donated easement cannot be part of a “quid pro quo” agreement in exchange for a government action, such as issuance of a building permit or a zoning change. No development permit is contemplated nor sought in conjunction with this donation.

Exhibit A- 300 McHenry Easement Location.



WHEN RECORDED, RETURN TO:

Park City Attorney
Attn: Mark Harrington
PO Box 1480
Park City, Utah 84060

11-16-2018

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT (“Easement”) is made effective as of the date of recording with the office of the Summit County Recorder , (“Effective Date”) by and between McHenry Holdings, LLC (“Owner”), and Park City Municipal Corporation (“Holder”) (Owner and the Holder are referred to individually as a “Party” and collectively as the “Parties”).

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

Exhibit A: Legal Description of the Property;
Exhibit B: Property Map;
Exhibit C: Permitted and Restricted Uses and Practices.

RECITALS

- A. Owner owns approximately 3.43 +/- acres of real property and appurtenances located in Summit County, State of Utah. With this Easement, Owner intends to encumber in perpetuity, and for conservation purposes, 2.0 acres (the “Property”) out of Owner’s larger parcel of 3.43+/- acres. The Property is described in Exhibit A and shown for reference purposes on the Property Map attached as Exhibit B.
- B. As fee owner of the Property, Owner owns the affirmative rights to identify, preserve, and protect forever the Conservation Values (defined below) of the Property. Owner desires to grant a conservation easement to the Holder pursuant to the ‘Land Conservation Easement Act’ of Utah’s statutes, Sections 57-18-1 to 57-18-7 (“Conservation Easement Act”), which authorizes protection of natural, scenic, open space, aesthetic, historic, hydrologic, ecological, agricultural, and scientific values that are of great importance to Owner, the Holder, the people of Summit County, and the people of the State of Utah.
- C. The conservation values intended to be preserved and protected under this Easement include (i) the protection of land areas for public outdoor recreation and education; (ii) protection of significant habitat; (iii) the preservation of open space for the scenic enjoyment of the general public; and (iv) the preservation of open space pursuant to clearly delineated governmental policy (collectively, hereinafter, the “Conservation Values”).

WHEREAS, this Easement allows access to a designated portion of the Property, the “Trail,” more particularly described on Exhibit D-1, attached hereto and incorporated herein by this reference, for public outdoor recreation and education, subject to the limitations and provisions herein; and

WHEREAS, [recitals to follow on the Trail, connectivity to other parcels, very important to the Town; Trail will help educate users about the scenic, historic, and cultural aspects of Park City]; and

WHEREAS, accordingly, this Easement is for the preservation of land areas for the outdoor recreation and education of the general public, and therefore this Easement meets the requirements of Section 170(h)(4)(A)(i) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder (the “Code”); and

WHEREAS, accordingly, this Easement protects a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, and therefore this Easement meets the requirements of Section 170(h)(4)(A)(ii) of the Code; and

WHEREAS, the property is adjacent to the City’s Virginia Mining Claims Open Space property; and

WHEREAS, protection of the Property will accomplish a number of the factors determining “significant public benefit” under Treas. Reg. Section 1.170A-14(d)(4)(iv); and

WHEREAS, accordingly, protection of the Property is for the scenic enjoyment of the general public and will yield a significant public benefit, and therefore this Easement meets the requirements of Section 170(h)(4)(A)(iii)(I) of the Code; and

WHEREAS, accordingly, protection of the Property is pursuant to clearly delineated federal, state, and local governmental conservation policies, and therefore this Easement meets the requirements of Section 170(h)(4)(a)(iii)(II) of the Code; and

WHEREAS, Owner warrants and represents that Owner has the authority to enter into the Easement and that Owner freely and voluntarily conveys this Easement to Holder in perpetuity; and.

WHEREAS, as of the Effective Date, Holder is a nonprofit corporation incorporated under the laws of Utah as a tax-exempt public charity described in Sections 501(c)(3) and 509(a)(1) of the IRS Code (defined below), organized to protect and conserve natural areas and ecologically significant land for scientific, charitable, and educational purposes. Holder is a “qualified organization” within the provisions of Section 170(h) of the IRS Code, and is qualified to acquire and hold conservation easements; and is a qualified “holder” of a conservation easement under the Conservation Easement Act; and

WHEREAS, to accomplish the Conservation Purposes (defined below), and in lieu of exercising its implied, inherent and reserved development rights based on current zoning and permissible conditional uses of the Property, Owner desires to convey to the Holder and the Holder desires to obtain from the Owner a conservation easement that restricts the uses of the

Property as provided herein and that grants certain rights to the Holder in order to preserve, protect, identify, monitor, enhance, and restore in the Conservation Values in perpetuity; and

WHEREAS, the donation of the Easement is intended to qualify as a “qualified conservation contribution” under Section 170(h) of the Code; and

WHEREAS, Holder agrees by accepting this grant to honor the intentions of the Owner stated herein and to preserve and protect in perpetuity the Conservation Values of the Property. Holder acknowledges that no goods or services or other consideration of any kind whatsoever were provided by Holder to Owner in consideration of or exchange for this grant, and Holder will also provide Owner with a letter that meets the requirements of Section 170(f)(8) of the Code.

CONSERVATION EASEMENT TERMS

IN CONSIDERATION of the recitals set forth above, the mutual covenants, terms, conditions, and restrictions contained in this Easement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and pursuant to the Conservation Easement Act, Owner voluntarily and without consideration of any kind hereby grants and conveys to the Holder, and the Holder hereby accepts from Owner, a perpetual conservation easement in, on, over, and across the Property, subject to the terms and conditions set forth in this Easement, restricting in perpetuity the uses that may be made of the Property and granting Holder certain rights with respect to the Property; and Owner and the Holder agree as follows:

1. **CONSERVATION PURPOSES.** It is the purpose of this Easement that the Property be held, used, managed and maintained forever predominantly in its open and natural condition, for public outdoor recreation and education and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values (collectively the “Conservation Purposes”). In achieving the herein described Conservation Purposes Holder confirms that it is the intent of this Easement to permit the continuation of such uses of the Property as may be conducted consistent with the perpetual protection of the Conservation Values protected herein.

2. **BASELINE DOCUMENTATION REPORT.** By its execution of this Easement, the Holder acknowledges that Owner’s present uses of the Property are compatible with the purposes of this Easement. In order to evidence the present condition of the Property (including both natural and man-made features) and to facilitate future monitoring and enforcement of this Easement, the Parties acknowledge that a Baseline Documentation Report (the “Baseline Report”) has been prepared, which provides a collection of baseline data on the Property and its natural resources and an assessment of the consistent uses. The Parties have acknowledged therein, and hereby acknowledge, that the Report contains an accurate representation of the biological and physical condition of the Property as of the Effective Date and of the historical uses of the Property. In addition to the public benefits described as the Conservation Values, the Report identifies public policies and statements and/or other factual information supporting the significant public benefit of this Easement. Holder and Owner may use the Report in connection

with monitoring and enforcing provisions of this Conservation Easement, but are not limited to use of the Report to show change of conditions. The Report is incorporated into this Conservation Easement by reference. Owner and the Holder approve the Report, a copy of which is on file with the Owner and the original of which is on file with the Holder at their respective addresses for notices set forth below.

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

- A. Preserve and Protect. The right and duty to preserve, protect, identify, and monitor the Conservation Values in perpetuity, and, in the event of their degradation or destruction by Owner, the right to require of Owner the restoration of such areas or features of the Property that are damaged by any inconsistent activity or use to their condition immediately before the injury complained of.
- B. Entry and Access Rights. The Holder is, by this Easement, granted rights of access by public ways to enter upon the Property in order to monitor compliance with and otherwise enforce the terms of this Easement, to make scientific observations of the Property and of natural elements and ecosystems and other features of the Property, to take photographs of the property and to determine whether the Owner's activities are in compliance with the terms of this Easement, all in a manner that does not unreasonably disturb the use of the Property by Owner consistent with this Easement.
- C. Enforcement. The Holder has the right to prevent or enjoin any activity on or use of the Property that constitutes a material breach of this easement or is inconsistent with the preservation of the Conservation Values.

4. USES OF THE PROPERTY. Except as prohibited or otherwise limited by this Easement, Owner reserves the right to use and enjoy the Property in any manner that is not inconsistent with the Conservation Purposes and the preservation of the Conservation Values. Owner will not perform, nor authorize others to perform, any act on or affecting the Property that is materially inconsistent with the Conservation Purposes. The uses set forth in Exhibit C, though not an exhaustive list of consistent uses and practices, are consistent with this Easement and will not be precluded, prevented, or limited, except as specifically set forth in Exhibit C. Any activity on or use of the Property that is inconsistent, in any material respect, with the Conservation Purposes (including, without limitation, any activity or use that diminishes or impairs the Conservation Values) is prohibited. Exhibit C also describes certain uses or activities that are inconsistent with the Conservation Purposes and are thus prohibited or restricted.

- A. Access to Trail for Passive Pedestrian use. Owner hereby grants to Holder a Trail (the "Trail") across that portion of the Property as designated on Exhibit D-1, for the passive recreational use, and educational use, of the general public, subject to the rules and limitations in Exhibit D, attached hereto and incorporated herein by this reference. Some continuing permanent level of access to the Trail is guaranteed by this Easement, subject to the rules and limitations in Exhibit D.

5. PRIOR NOTICE AND APPROVAL.

- A. The Holder's Approval. Owner will not undertake or authorize any activity requiring prior approval by the Holder, as set forth in Exhibit C, without first having notified and received approval from the Holder as provided herein. Prior to the commencement of any activity for which this Easement requires prior written approval by the Holder, Owner will send the Holder written notice of Owner's intention to undertake such activity. The notice will inform the Holder of all aspects of the proposed activity, including location, design, materials or equipment to be used, dates and duration, and all other relevant information. If in the Holder's judgment additional information is required to adequately review the proposal, the Holder will send written notice requesting such additional information within 15 days of receipt of Owner's notice.
- B. The Holder's Decision. No later than 45 days from the Holder's receipt of information reasonably adequate to review the proposal, the Holder will notify Owner of its disapproval or approval of Owner's proposal, or the Holder may approve Owner's proposal with specified modifications. The Holder's decision must be reasonable and based upon the Holder's assessment of the proposed activity in relation to its consistency or inconsistency with the terms of this Easement. Approval to proceed with, or failure to object to, any proposed use or activity will not constitute consent to any subsequent use or activity of the same or any different nature. Holder's failure to respond within the forty-five (45) day period shall be deemed a constructive denial.
- C. . Criteria. Holder's approval, which shall not be unreasonably withheld, shall take into account the following criteria **[modify as appropriate]**:
- (i) the extent to which use of the site and/or the proposed activity would impair the scenic qualities of the Property that are visible from public roads;
 - (ii) the extent to which use of the site and/or the proposed activity would destroy an important habitat or would have a material adverse effect on the movement of wildlife;
 - (iii) the extent to which use of the site for the proposed activity would impair water quality;
 - (iv) the extent to which the proposed activity or use of the site for the proposed activity would otherwise significantly impair the Conservation Values.
- D. Owner and Holder shall cooperate and shall act in good faith to arrive at agreement in connection with any determinations that are necessary to be made by them (either separately or jointly) under this paragraph 5.C.

6. ENFORCEMENT AND REMEDIES.

- i. Notice of Violation; Corrective Action. If the Holder becomes aware that a violation of the terms of this Easement by Owner has occurred or is threatened to occur, the Holder will give written notice to Owner of the details of such violation by Owner. Owner will, in the case of an existing violation, promptly cure the violation by (a) ceasing the same and (b) restoring the Property to the condition immediately before such violation, or in the case of a threatened violation, refrain from the activity that would result in the violation. If Owner fails to cure the violation within thirty (30) days after receipt of notice from the Holder, or under circumstances where the violation cannot reasonably be cured within a thirty (30)-day period, fails to begin curing such violation within the thirty(30)-day period or fails to continue diligently to cure such violation until finally cured, the Holder will have all remedies available at law or in equity to enforce the terms of this Easement, including, without limitation, the right to seek a temporary or permanent injunction with respect to such activity, to cause the restoration of that portion of the Property affected by such activity to the condition that existed prior to the undertaking of such prohibited activity, and to otherwise pursue all available legal and equitable remedies, including, but not limited to, monetary damages arising from the violation. The Holder's rights under this Paragraph apply equally to actual or threatened violations of the terms of this Easement. Owner agrees that the Holder's remedies at law for any violation of the terms of this Easement are inadequate and that Holder is entitled to the injunctive relief described in this Paragraph, both prohibitive and mandatory, in addition to such other relief to which the Holder may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Owner is responsible for the acts and omissions of persons acting at its express direction and with its permission, and the Holder has the right to enforce this Easement against Owner for any use of or activities upon the Property which are a violation of this Easement and which result from such acts or omissions. However, as to the acts or omissions of third parties other than the those described in the preceding sentence, the Holder does not have a right to enforce against Owner unless Owner is intentionally complicit in said acts or omissions, fails to reasonably cooperate with the Holder in all respects to halt or abate the event or circumstance of non-compliance with this Easement's terms resulting from such acts or omissions.
- ii. Holder has the right, but not the obligation, to pursue all legal and equitable remedies provided under this Paragraph against any third party responsible for any activity or use of the Property that is a violation of this Easement.
- A. Costs of Enforcement. If the court determines that the Owner has willfully or materially failed to comply with the Easement, the Owner agrees to reimburse Holder for all reasonable costs and attorneys' fees incurred by the Holder in compelling such compliance. In addition, any reasonable costs of restoration will be borne by the Owner if Owner is deemed to be solely responsible for damage to the Property. If Owner prevails in any action to enforce the terms of this Easement Agreement, Owner's costs of suit, including, without limitation, attorneys' fees, shall be borne by Holder.

- A. Emergency Enforcement. If the Holder, in its reasonable good faith judgment, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values or to prevent breach or extinguishment of this Easement, the Holder may pursue its remedies under this Easement with concurrent oral and written notice to Owner and without waiting for the cure period to expire.
- B. Forbearance Not a Waiver. Any forbearance by Holder to exercise its right under this Easement in the event of any violation of this Easement shall not be deemed or construed to be a waiver by Holder of such violation or another violation of this Easement or of any of Holder's rights under this Easement. No delay or omission by Holder in the exercise of any right or remedy upon any breach shall impair such rights or remedy or be construed as a waiver.
- C. Remedies Cumulative. No single or partial exercise of any right, power or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder and all remedies under this Easement may be exercised concurrently, independently or successively from time to time. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies which may be available at law or equity.
- D. Acts Beyond the Owner's Control. Nothing contained in this Easement will be construed to entitle the Holder to bring any action against Owner for, or to require the Holder or Owner to actively restore destruction of or damage to the Conservation Values resulting from, any injury to or change in the Property resulting from causes beyond Owner's control, including trespass, fire, flood, storm, earth movement, and other natural disasters or from any prudent action taken by Owner under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. This Paragraph will not be construed to relieve Owner of the obligation to maintain the Property in a condition consistent with the purposes of this Easement.

7. REPRESENTATIONS AND WARRANTIES.

- A. Hazardous Material. Owner warrants that Owner has no actual knowledge of release or threatened release of hazardous substances or wastes on the Property, as such substances and wastes are defined by applicable law, and hereby promises to indemnify Holder against, and hold Holder harmless from, any reasonable and foreseeable loss, cost, claim, liability or expense, including reasonable attorneys' fees arising from or with respect to any release by Owner of hazardous waste or violation of Environmental Laws (defined below) with respect to the Property, unless due to the negligence or misconduct of Holder.
- B. State of Title. Owner represents and warrants that Owner has good and marketable title to the Property, subject only to any liens encumbrances and defects described in the title commitment obtained by Holder prior to execution of this Easement. To the best of Owner's knowledge, there are no existing easements, leases or other agreements with Owner and third-parties, that might cause extinguishment of this Easement, or that would materially impair the Conservation Purposes.

- C. Compliance with Laws. Owner has not received notice of and has no knowledge of any material violation of any federal, state, county, or other governmental or quasi-governmental statute, ordinance, rule, regulation, law, or administrative or judicial order with respect to the Property.
- D. No Litigation. Owner represents and warrants that there is no action, suit, or proceeding that is pending or threatened against the Property or any portion thereof relating to or arising out of the ownership or use of the Property, or any portion thereof, in any court or before or by any federal, state, county, or municipal department, commission, board, bureau, agency, or other governmental instrumentality.
- E. Disclosure of Easement Information. Holder has informed Owner of the types and legal effects of conservation easements and has advised Owner to obtain independent legal advice as required by section 57-18-4(4) of the Conservation Easement Act.
- F. Authority to Execute Easement. The person or persons executing this Easement on behalf of the Holder represent and warrant that the execution of this Easement has been duly authorized by the Holder. The person or persons executing this Easement on behalf of Owner represent and warrant that the execution of this Easement has been duly authorized by Owner.

8. COSTS, LEGAL REQUIREMENTS, AND LIABILITIES. Owner will be responsible for and will bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property and agrees that the Holder will have no duty or responsibility for the operation or maintenance of the Property, the monitoring of hazardous conditions on the Property, or the protection of Owner, the public, or any third parties from risks relating to conditions on the Property, except, under the provisions of Paragraph 4 and Exhibit D hereof, those costs, liabilities, and expenses arising directly or indirectly in connection with creation and maintenance of, and access to and use of the Trail. Owner agrees to pay before delinquency any and all real property taxes and assessments levied on the Property and agrees that the Owner will keep the Holder's interest in the Property free of any liens, including those arising out of any work performed for, materials furnished to, or obligations incurred by Owner. Owner will be solely responsible for any costs related to the maintenance of general liability insurance covering Owner's acts on the Property. Owner remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use by Owner on the Property and permitted by this Easement, and any activity or use will be undertaken in accordance with all applicable federal, state, and local laws, rules, regulations, and requirements. If more than one person or entity constitutes Owner, the obligations of each and all of them under this Easement will be joint and several.

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

10. SUBSEQUENT TRANSFERS AND SUBORDINATION. Owner may transfer the Property in its entirety, but not in any portion less than its entirety. Owner agrees that the terms, conditions, restrictions, and purposes of this Easement or reference thereto will be inserted by Owner in any subsequent deed or other legal instrument by which Owner divests either the fee simple title or a possessory interest (including, but not limited to, any leases) of the Property; and Owner further agrees to notify the Holder of any pending transfer (including, without limitation, leases) at least thirty (30) days in advance of the transfer. The failure of the Owner to comply with this Paragraph will not impair the validity of this Easement or limit its enforceability in any way. Any successor in interest of the Owner, by acceptance of a deed, lease, or other document purporting to convey an interest in all or any portion of the Property, will be deemed to have consented to, reaffirmed, and agreed to be bound by all of the terms, covenants, restrictions, and conditions of this Easement.

11. [intentionally omitted from this draft]

12. INDEMNIFICATION.

- A. Cross Indemnification. Notwithstanding any other provision of this Agreement to the contrary, the Parties agree to indemnify, defend, and hold harmless each other, including, without limitation, each Party's directors, officers, employees, agents, contractors, and their successors and assigns (collectively, the "Indemnified Parties"), from and against any costs, liabilities, penalties, damages, claims, or expenses (including reasonable attorneys' fees) and litigation costs that the Indemnified Parties may suffer or incur as a result of, or arising out of use of or activities on the Property by the Party.
- B. Owner Indemnification. Owner indemnifies, defends, and holds harmless the Holder and its Indemnified Parties for any real property taxes, insurance, utilities, or assessments that are levied against the Property, including those for which exemption cannot be obtained, any claims pertaining to the Owner's title to the Property or representations and warranties made in this Easement, and any injury to or the death of any person, or damage to any property resulting from any act, omission, condition, or any matter related to or occurring on or about the Property if caused solely and intentionally by Owner, and not when caused by third parties, natural causes outside of the reasonable control of Owner, or the negligence or intentional torts, acts, or omissions of the Indemnified Parties.
- C. Limitations on Indemnifications. Except as provided in Paragraph 4 and Exhibit D, pursuant to the provisions of this Paragraph, the Holder is not indemnifying the Owner against, and is not liable or responsible for, injuries or damage to persons or property in connection with the Holder's administration or enforcement of this Easement or with respect to the condition of the Property. The limitation in this subparagraph does not absolve the Holder of any liabilities it might otherwise have, independently of this Easement, for wrongfully and directly, without the participation or consent of the Owner, causing any dangerous condition to come into existence on the Property. No provision of this Easement shall waive any defense or limitation of the Government Immunity Act of Utah (Utah Code Ann. §63G-7-101, et seq.)

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

14. LIMITATIONS ON EXTINGUISHMENT. If a sudden unexpected change in the conditions surrounding the Property has made impossible or impractical the continued use of the Property for conservation purposes, this Easement can only be terminated or extinguished, whether with respect to all or part of the Property, by judicial proceedings in a court of competent jurisdiction. Unless otherwise required by applicable law at the time, in the event of any sale of all or a portion of the Property (or any other property received in connection with an exchange or involuntary conversion of the Property) after such termination or extinguishment, and prior to the payment of any costs or expenses associated with such sale, Holder shall be entitled to Holder's proportionate share of the gross proceeds of such sale, as such proportionate share is determined under the provisions of paragraph 15, adjusted, if necessary, to reflect a partial termination or extinguishment of this Easement. All such proceeds received by Holder shall be used by Holder in a manner consistent with the conservation purposes of this Easement as of the effective date of this grant. In the event of extinguishment of this Easement in whole or in part, the provisions of these paragraphs 14, 15, and 16 shall survive such extinguishment.

15. PERCENTAGE INTERESTS. With respect to a termination, extinguishment, or condemnation under Paragraphs 14, 15, and 16, Owner and Holder hereby confirm that the donation of this Easement gives rise to a property right immediately vested in Holder, with a value for purposes of this paragraph 15 determined as follows. The parties hereto stipulate that as of the effective date of this grant the Easement and the restricted fee interest in the Property each represent a percentage interest in the fair market value of the Property (Holder's percentage interest is referred to herein as Holder's "proportionate share"). Said percentage interests shall be determined by the ratio of the value of the Easement on the effective date of this grant to the value of the Property, without deduction for the value of the Easement, on the effective date of this grant. The values on the effective date of this grant shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Code. The parties shall include the ratio of those values with the Baseline Documentation of the Property (on file at Holder's offices). For purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement, once finally determined, shall remain constant, and Holder's proportionate share of the fair market value of the Property thereby determinable shall remain constant.

16. CONDEMNATION. If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Owner and Holder shall join in appropriate proceedings at the time of such taking to recover the full fair market value (without regard to any diminution in

value attributable to the Easement) of the interests in the Property subject to the taking and all incidental or direct damages resulting from the taking. Prior to the payment of any expenses reasonably incurred by the parties to this Easement in connection with such taking, Holder shall be entitled to its proportionate share from the recovered proceeds in conformity with the provisions of paragraphs 14 and 15 (with respect to the allocation of proceeds). The respective rights of Owner and Holder set forth in this paragraph 16 shall be in addition to, and not in limitation of, any rights they may have at common law. All such proceeds used by Holder shall be used by Holder in a manner consistent with the conservation purposes of this Easement as of the effective date of this grant.

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

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

To Holder:

Attention: _____

To Owner:

Attention: _____

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

19. INTERPRETATION.

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

county in which the Property is located, or any other governmental entity with jurisdiction, the more restrictive conservation provisions will apply.

- B. Governing Law. This Easement will be interpreted in accordance with the laws of the State of Utah.
- C. Captions. The captions in this Easement have been inserted solely for convenience of reference and are not part of this Easement and will have no effect upon construction or interpretation.
- D. No Hazardous Materials Liability. Notwithstanding any other provision of this Easement to the contrary, nothing in this Easement will be construed such that it creates in or gives to the Holder: (a) the obligations or liabilities of an “owner” or “operator” as those words are defined and used in Environmental Laws (defined below), including, without limitation, (b) the obligations or liabilities of a person described in 42 USC Section 9607(a)(3); (c) the obligations of a responsible person under any applicable Environmental Law; (d) any obligation to investigate or remediate any Hazardous Materials associated with the Property; or (e) any control over Owner’s ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property.
- E. Merger. In the event that the Holder takes legal title to Owner’s interest in the Property, the Holder must commit the monitoring and enforcement of this Easement to another qualified organization within the meaning of section 107(h)(3) of the IRS Code which organization has among its purposes the conservation and preservation of land and water areas. Notwithstanding the foregoing, no deed, transfer, or assignment of any fee title interest in the Property to Holder or any successor Holder of this Easement shall be effective if it will result in the merger of this Easement with the fee title interest in the Property. The provisions of this paragraph 19.E are intended to prevent such merger.
- F. Construction. The Parties acknowledge and agree that (a) each Party is of equal bargaining strength; (b) each Party has actively participated in the drafting, preparation and negotiation of this Easement; (c) each Party has consulted with its own independent counsel, and such other professional advisors as it has deemed appropriate, relating to any and all matters contemplated under this Easement; (d) each Party and its counsel and advisors have reviewed this Easement; (e) each Party has agreed to enter into this Easement following such review and the rendering of such advice; and (f) any rule of construction to the effect that ambiguities are to be resolved against the drafting Party do not apply in the interpretation of this Easement, or any portions hereof, or any amendments hereto
- G. Definitions. Unless defined elsewhere in this Easement, capitalized terms used in this Easement have the following meanings.

The term “Development Rights” means and includes any and all legal rights under federal, state, and/or local laws, ordinances, rules or regulations now in effect or enacted after this date to develop and build structures, expressed as the maximum number of

dwelling units per acre for residential parcels or square feet of gross floor area for nonresidential parcels, that could be permitted under applicable zoning and subdivision rules and regulations.

The terms “Owner” and the “Holder”, and any pronouns used in place thereof, mean and include, respectively, Owner and Owner’s personal representatives, heirs, devisees, personal representatives, and assigns, and all other successors as their interest may appear and the Holder and its successors and assigns.

The term “Hazardous Materials” includes, without limitation, any of the following wastes, materials, chemicals, or other substances (whether in the form of liquids, solids, or gases, and whether or not airborne) which are ignitable, reactive, corrosive, toxic, or radioactive, or which are deemed to be pollutants, contaminants, or hazardous or toxic substances under or pursuant to, or which are to any extent regulated by or under or form the basis of liability under any statute, regulation, rule, ordinance, order, or requirement concerning such wastes, materials, chemicals, or other substances (in each case, an “Environmental Law”), including, but not limited to, petroleum-based products and any material containing or producing any polychlorinated biphenyl, dioxin, or asbestos, as well as any biocide, herbicide, insecticide, or other agrichemical, at any level that may (a) provide for an express cause of action concerning a present or potential threat to human health, safety, welfare, or the environment, (b) exceed any applicable or relevant and appropriate cleanup standard, or (c) cause any person to incur any investigation, removal, remediation, maintenance, abatement, or other cleanup expense; it being understood that such Environmental Laws include, but are not limited to Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC Section 9601 et seq.); the Hazardous Materials Transportation Act (49 USC Sections 6901 et seq.); similar Utah state environmental laws; and any rule, regulation, or other promulgation adopted under any of the foregoing laws.

20. RESTRICTIONS ON TRANSFER. Other than in the context of an extinguishment or condemnation that complies with this Easement, this Easement may be transferred by Holder, with Owner’ consent, which may not be unreasonably withheld, but only if (i) as a condition of the transfer, Holder requires that the purpose of this Easement continues to be carried out; (ii) the transferee, at the time of transfer, qualifies under section 501(c)(3) and/or 170(h) of the IRS Code and section 57-18-3 of the Conservation Easement Act as an eligible donee to receive this Easement directly (hereafter described as “Eligible Donee”; and (iii) the Eligible Donee has the commitment and resources to enforce, and agrees to enforce this Easement. Holder agrees to provide written notice to Owner at least sixty (60) days prior to any intended transfer of this Easement and if Owner requests that the Easement be transferred to a specific Eligible Donee, the parties shall make reasonable efforts to transfer the Easement to said Eligible Donee. Any subsequent transfer of this Easement shall also be subject to the provisions of this Paragraph. Any attempted transfer by Holder of all or a portion of this Easement contrary to the terms hereof shall be invalid but shall not operate to extinguish this Easement.

21. SEVERABILITY AND ENFORCEABILITY. The terms and purposes of this Easement are intended to be perpetual. If any provision herein shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action,

and if the rights or obligations of any Party under this Easement will not be materially and adversely affected thereby, (a) such holding or action will be strictly construed; (b) such provision will be fully severable; (c) this Easement will be construed and enforced as if such provision had never comprised a part hereof; (d) the remaining provisions of this Easement will remain in full force and effect and will not be affected by the invalid or unenforceable provision or by its severance from this Easement; and (e) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Easement a legal, valid and enforceable provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible.

22. REASONABLENESS STANDARD. Owner and Holder shall act in good faith, shall follow a reasonableness standard, and shall use their best efforts to make any determinations that are necessary or are contemplated to be made by them (either separately or jointly) under this Easement in a timely manner, and shall cooperate with one another and shall take all other reasonable action suitable to that end.

23. COMPLIANCE CERTIFICATES. Upon request by Owner, Holder shall within thirty (30) days execute and deliver to Owner any document that may be requested by Owner, including an estoppel certificate or compliance certificate, to certify to the best of Holder's knowledge Owner's compliance with any obligation of Owner contained in this Easement or otherwise to evidence the status of this Easement.

24. NO GOODS OR SERVICES. Pursuant to the requirements of Section 170(f)(8) of the Code, Owner and Holder acknowledge that no goods or services or other consideration have been provided by Holder to Owner as consideration for this Easement, and Holder will provide Owner with a separate letter so stating.

25. EFFECTIVE DATE. Owner and Holder intend that the restrictions arising hereunder are effective on the day and year this **DEED OF CONSERVATION EASEMENT** is delivered for recording to the Recorder's Office of Summit County, Utah, after all required signatures have been affixed hereto. This Easement shall be timely recorded. Holder may re-record this instrument or record any other instrument at any time as may be required to preserve its rights in this Easement, and Owner agrees to execute any such instruments upon reasonable request.

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

27. ENTIRE AGREEMENT. This Easement, including the Exhibits attached hereto and the Baseline Report, sets forth the entire agreement and understanding of the Parties with respect to the transactions contemplated by this Easement and supersedes all prior arrangements, promises, communications, representations, warranties and understandings, whether oral or

written, by any Party or any officer, employee, representative or agent of any Party with respect to the transactions contemplated by this Easement.

OWNER AND THE HOLDER have executed this Conservation Easement as of the Effective Date.

OWNER:

HOLDER:

By: _____

By: _____

STATE OF _____)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____.

NOTARY PUBLIC

Residing at: _____

My Commission Expires:

STATE OF _____)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____.

My Commission Expires:

NOTARY PUBLIC

Residing at: _____

DRAFT

**EXHIBIT A
TO
CONSERVATION EASEMENT**

LEGAL DESCRIPTION OF THE PROPERTY

[TO BE INSERTED]

[the entirety of the 3.43 acre parcel, less and excepting the description of the 1.43 acres that contains the house]

**EXHIBIT B
TO
CONSERVATION EASEMENT**

PROPERTY MAP [TO BE INSERTED]

**EXHIBIT C
TO
CONSERVATION EASEMENT**

The Property shall not be used for residential or commercial purposes except as permitted in this Exhibit C. Industrial uses are not permitted. The uses, limitations, and responsibilities set forth in this Exhibit C detail specific activities that are permitted or prohibited on the Property under this Easement in order to ensure the benefits of the Conservation Values. The uses set forth in this Exhibit C are also intended to provide guidance in determining the consistency of other activities with the Conservation Purposes. The uses, limitations, and responsibilities set forth in Exhibit D detail specific activities that are permitted or prohibited on the pedestrian Trail permitted under Paragraph 4 and Exhibit D of this Easement. Notwithstanding anything herein that may be construed to the contrary, Owner reserves the right to all manner of access to and personal use and enjoyment of the grounds of the Property, including access to any abutting property owned by Owner, and reserves the right to undertake activities reasonably necessary to carry out the rights reserved to Owner, provided such actions are not inconsistent with the purpose of this Easement.

1. MANAGEMENT. The Property will be managed by the Owner according to best practices for natural and undeveloped open space, with specific attention to maintaining the recreational, wildlife habitat and scenic qualities. The Property shall not be used for any purpose that is inconsistent with it being held as open space.

2. IMPROVEMENTS. No dwelling, building, structure or above-surface equipment or facilities of any kind shall be erected or placed on the Property except for the following: (a) improvements necessary to protect the safety and physical integrity of the surrounding properties; and (b) improvements for the pedestrian Trail, as hereafter described.

3. RECREATIONAL USES. The property may be used for the following non-motorized, passive recreational activities: hiking, biking, snowshoeing, and cross-country skiing, all of which shall be limited to designated recreational trails.

4. NO CAMPING. Camping, squatting, and/or over-night occupation of the Property is prohibited.

5. TRAILS. Paragraph 4 and Exhibit D of this Easement allow construction and maintenance of, and pedestrian access to, the Trail identified on Exhibit D-1.

6. PARKING AND MOTORIZED VEHICLE USE. Motorized vehicles, including but not limited to, snowmobiles, ATVs, jeeps, and motor bikes, are not permitted on the property other than for emergency services, the maintenance of utilities, or for the construction of new trails or trail amenities as otherwise permitted by this Easement. Parking is not permitted anywhere on the property other than temporarily, for the purposes described above.

7. ADA ACCESS. Notwithstanding, the terms of this Easement shall not prevent the Owner from allowing the use of electric wheelchairs on the Property, or other power-driven

mobility devices pursuant to Owner's obligations under the American's With Disabilities Act of 1990, or other laws and regulations pertaining to the rights of persons with disabilities.

8. HABITAT RESTORATION ACTIVITIES. Activities to restore or enhance native plant communities or wildlife habitat will be permitted, upon mutual agreement and approval of the Owner and Holder.

9. UTILITIES. Except if required to maintain utility services existing as of the Effective Date, The installation of entirely new above-ground and under-ground utilities is prohibited.

10. ROADS. The construction of new roads and the improvement or expansion of old roads for the purpose of vehicular access is prohibited.

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

12. ALTERATION OF WATERCOURSES AND TOPOGRAPHY. Owner may not make any change, disturbance, alteration, excavation, or impairment to any watercourse or the topography of the ground on the Property except as otherwise permitted by this Easement.

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

14. FENCES. Fences may be built on the Property by either Party upon prior approval of the other Party, not to be unreasonably withheld and provided such fences (a) are reasonably necessary for the protection of property, wildlife resources or public or Owner safety, (b) will not unduly restrict or impair wildlife movement, and (c) will not unduly interfere with the Scenic Value of the Property. Without limitation, the Parties agree that a fence may be built on both sides of the Trail.

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

- A. To indicate that the Property is protected by a conservation easement held by the Holder; and
- B. To identify trails on the Property; and
- C. To identify those areas, including the entire Property with the exception of agreed and identified trails, as private property with no trespassing;

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

E. To close trails temporarily on the Property in order to protect wildlife; and

F. To post "No Hunting or Trapping" signs.

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

17. COMMERCIAL RECREATION. Owner may permit use of the Property for otherwise lawful commercial recreational uses that do not conflict with the Conservation Values and are consistent with the Conservation Purposes. Permitted commercial uses shall not preclude public recreational use and enjoyment of the agreed and identified trails on the Property.

18. RESIDENTIAL AND INDUSTRIAL USES. The Property shall not be used for residential or industrial purposes and shall not be improved for vehicle access to residential properties, or used for access or staging for construction on adjacent lands, and/or snow storage for the benefit of adjacent properties.

19. SUBDIVISION. The legal or de facto division, subdivision, or partitioning of the Property is prohibited. Neither the Owner nor the Owner's personal representatives, heirs, successors, or assigns will sell, transfer, or otherwise convey any portion of the Property that constitutes less than the entire Property. The existence of any separate legal parcels, if any, as of the Effective Date will not be interpreted to permit any use or activity on an individual legal parcel that would not have been permitted on such individual legal parcel under the terms and conditions of this Easement as applied to the Property as a whole. Owner may lease all or a portion of the Property for any use or activity permitted under the provisions of this Easement. Owner reserves the right to convey portions of the Property for bona fide boundary adjustment purposes.

20. DEVELOPMENT RIGHTS. All development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Property are terminated and extinguished and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described or to any other property adjacent or otherwise or used for the purpose of determining density, lot coverage, or land area requirements, under otherwise applicable laws, regulations or ordinances controlling land use, building density or transfer for development rights.

21. MINING AND NATURAL RESOURCE DEVELOPMENT. Subject to pre-existing mineral rights of record, the exploration for or extraction of minerals, gas, hydrocarbons, soils, sands, gravel, or rock, or any other material on or below the surface of the Property is prohibited. Owner will not grant any rights to any minerals, oil, gas, or hydrocarbons, including the sale or lease of surface or subsurface minerals or any exploration or extraction rights in or to

the Property, and Owner will not grant any right of access to, or consent to any access to, the Property to conduct exploration or extraction activities for minerals, oil, gas, or hydrocarbons, or other substances on any other property.

22. NO HAZARDOUS MATERIALS. Use, dumping, storage, or other disposal of non-compostable refuse, trash, sewer sludge, unsightly or toxic materials or Hazardous Materials is prohibited. This Easement does not permit Holder to control any use of the Property by Owner which may result in the storage, dumping or disposal of hazardous or toxic materials; provided, however, Holder may bring an action to protect the Conservation Values of the Property. This prohibition does not impose liability on Holder, nor shall Holder be construed as having liability as a “responsible party” or “potentially responsible party” under CERCLA or other similar state or federal statutes.

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

24. DUMPING AND WASTE. No dumping, burying, storing, applying or releasing of waste, sewage, garbage, vehicles or appliances is allowed on the Property, except for appropriate routine storage of garbage and wastes from permitted uses of the Property pending transport for proper disposal.

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

26. HABITAT RESTORATION ACTIVITIES. Activities to restore or enhance native plant communities or wildlife habitat will be permitted upon the mutual agreement and approval of Owner and the Holder.

27. HUNTING OR TRAPPING. Hunting or trapping for any purpose other than predatory, diseased or problem animal control on the Property is prohibited.

28. BURNING. Burning of any materials on the Property is prohibited, except as necessary for vegetation management, fire protection purposes or other best-practice property management purposes.

29. LIMITATIONS ON IMPROVEMENTS. After notice to Holder, Owner may construct or place a limited number of small improvements on the Property, including, by way of example and not of limitation, picnic tables and benches, and a gazebo, so long as the total impervious ground cover of such improvements is not greater than 1,500 square feet.

30. WOODLAND MANAGEMENT. Owner may: (i) cut and gather dead, dying, and downed trees for firewood for personal use on the Property; (ii) cut and remove or prune trees and brush which constitute a hazard to persons, property, or roads; and (iii) cut and remove trees to abate disease and infestation. Any commercial timber harvesting on the Property is prohibited.

**EXHIBIT D
TO
CONSERVATION EASEMENT**

[transmitted as a separate document]

EXHIBIT D
TO
CONSERVATION EASEMENT

TRAIL AND ACCESS MANAGEMENT PLAN

1. Statement of Intent. The Property has been restricted against future development in order to preserve and protect the Property and the Conservation Values of the Property in perpetuity. Unless otherwise indicated, capitalized terms in this Exhibit D have the same meaning as such capitalized terms in the Easement.

 The purpose of this Plan is to establish rules with respect to the use of the Trail, substantially in the location identified on Exhibit D-1, to assist in the control and regulation of public access to the Trail, consistent with the preservation and protection of the Conservation Values of the Property. This Plan permits only pedestrian use of the Trail, prohibits any use of the Trail that is destructive of the Conservation Values, and prohibits access to or use of any other part of the Property.

 Some continuing permanent level of access to the Trail is guaranteed by this Easement, subject to the possibility that one result of the arbitration procedure included in Paragraph 5 herein could be a termination of access to the Trail for a specific period of time. Remedies are included herein to address some of the problems that could arise, attributable to such access; as indicated, an arbitration procedure is included under which the parties hereto agree to be bound.

 The public must understand that only responsible use of the Trail will help

assure the continued participation of Owner and Holder in making the Trail available to them and to others.

2. Guidelines. The primary purpose of this Plan is to [connect the Trail with the rest of the Town trail – some way to describe that], for the pedestrian recreational enjoyment of the public, while at the same time protecting the natural features of the Trail and the Property (solely for purposes of this Paragraph 2, the term “Property” includes Owner’s abutting property, also identified on Exhibit C-1). This Plan also confirms the active participation of the Parties in the protection of these features and qualities. Since conditions on and around the Trail and the Property can be expected to change over time, the list of guidelines set forth below, both for potential uses of the Trail and for limiting the effects of such uses, is intended to be by way of example and is not intended to be exhaustive. Further, while certain of the guidelines for protection of the Trail and the Property are expressed herein in terms of absolute prohibitions, the Parties recognize that as a practical matter such level of protection may not always be attainable, but nevertheless include such guidelines in the form expressed below as goals toward which the Parties hereto should work together.

- (a) There shall be no interference with established wildlife patterns or wildlife habitat.
- (b) There shall be no erosion of the Trail.
- (c) The Trail or any portion thereof may be relocated from time to time by mutual agreement of Owner and Holder.
- (d) Use of the Trail attributable to a commercial enterprise occurring off of the Property shall be prohibited.

(e) Levels or types of use that are noisy or destructive of the tranquility of the Property and its surroundings shall be prohibited.

(f) Any use (or threat of use) that creates or may create a safety hazard to the Property shall be prohibited.

(g) Vandalism or damage to the Trail and the Property shall be prohibited, and no litter shall be permitted on the Trail and the Property.

(h) Holder may permit public pedestrian use of the Trail designated on Exhibit D-1 (as it may be relocated from time to time). Holder may, at its expense, create and maintain signs associated with the Trail. Overnight camping on the Trail is prohibited.

(i) Holder may delegate non-exclusive responsibility for the maintenance of the Trail to a non-profit organization experienced in such activities. Holder may further delegate responsibility for the expenses associated with such maintenance but shall in such event remain liable for such expenses.

(j) Vehicles shall not be permitted on the Trail [bicycles??].

(l) Any maps or other information concerning the Trail prepared for the public by Holder shall refer to the specific rules and regulations that govern its use by the public.

3. Annual Review. Owner and Holder shall meet annually to evaluate the Plan for operating efficiency and effectiveness and to execute a Plan for the succeeding year, taking into consideration prior experience and changes in natural conditions or use expected in the succeeding year. Continuation for each succeeding year of public pedestrian access to the Trail shall be subject to the annual renewal of the Plan and the

provisions of paragraph 5 of this Exhibit D.

4. Remedies. In the case of damage to the Trail or to the Conservation Values of the Property, Owner and Holder shall consider, among other remedies, the following:

- (a) posting during a biologically critical season;
- (b) relocating the Trail;
- (c) increasing law enforcement patrols;
- (d) patrols by volunteers;
- (e) limiting hours of use;
- (f) limiting seasons of use; and
- (g) educating users with literature, signs, and other information.

5. Arbitration. In the event of a dispute between Owner and Holder with respect to any issue concerning the continuation of access to the Trail (including but not limited to a dispute concerning whether either Party is carrying out its responsibilities under this agreement), such dispute shall be determined by arbitration as provided in this paragraph.

(a) Owner and Holder shall each appoint a person as arbitrator who shall have had at least five years of experience in land conservation matters. Such appointment shall be signified in writing by each party to the other, and the arbitrators so appointed, in the event of their failure to agree upon appropriate remedies, shall appoint a third arbitrator. In the case of the failure of such arbitrators to agree upon a third arbitrator, the same shall be appointed by the _____ and shall be a person having at least five years recent experience as to the subject matter in question. If Owner or Holder shall fail to so appoint an arbitrator for a period of 20 days after written notice from the other party to make such appointment, then the arbitrator appointed by the party not in default hereunder shall

appoint a second arbitrator and the two so appointed shall, in the event of their failure to agree upon any decision within ten days thereafter, appoint a third arbitrator. The three arbitrators, after being duly sworn to perform their duties with impartiality and fidelity, shall proceed to determine appropriate remedies with respect to the matter submitted.

(b) The decision of the arbitrators shall be rendered within 30 days after their appointment, and such decision shall be in writing and in duplicate, one counterpart thereof to be delivered to each of the parties hereto. The decision of the arbitrators shall be binding, final, and conclusive on the parties.

(c) The fees of the arbitrators and the expenses incident to the proceedings shall be borne equally between Owner and Holder. The fees of any respective counsel engaged by the Parties, and the fees of expert witnesses and other witnesses called for by the Parties, shall be paid by the respective Party engaging such counsel or calling or engaging such witnesses.

(d) The terms of the decision of the arbitration panel shall be incorporated into the Plan for the succeeding year, which shall be executed by Owner and Holder.

(e) Notwithstanding anything herein that may be construed to the contrary, any decision by the arbitrators must be supportive of and subordinate to the perpetual protection of Conservation Values and to the Conservation Purposes of the Easement.

6. Emergency Restriction on Access. Owner reserves the right to post, limit, or otherwise restrict the Trail against public access, in order to protect and preserve the Conservation Values of the Trail and the Property, subject to the provisions of this

paragraph 6.

(a) Upon a showing of damage (or of a reasonable threat of imminent damage) to the Conservation Values of the Trail and the Property attributable to the public access permitted by this Plan, and requiring remedial action prior to the annual review of this Plan, Owner may request that Holder take action to limit, restrict, or prohibit such public access in order to prevent such damage. Examples of such damage include, but are not hereby limited to, (i) interference with established wildlife patterns or wildlife habitat; (ii) erosion of the Trail; (iii) frequent use of the Trail attributable to a commercial enterprise occurring off of the Property; (iv) a level or type of use that is noisy or destructive of the tranquility of the Property and its surroundings; and (v) any use (or threat of use) that creates a safety hazard.

(b) Within thirty (30) days of receiving the request from Owner, Holder shall take such action as is necessary to limit, restrict, or prohibit such public access in order to prevent such damage.

(c) In the event that Holder fails to take such action as may be necessary within the thirty-day period, Owner may limit, restrict, or prohibit such public access until the sooner of (i) such time as the damage to the Conservation Values of the Trail and the Property (or the threat of imminent damage) complained of has ceased; (ii) Holder has taken appropriate steps to prevent the recurrence of such damage, or similar damage, in the future; or (iii) the next annual review of the Plan.

7. Indemnification. Holder shall save harmless and indemnify Owner, its agents, and employees from and against any and all claims, damages, losses and expenses (including, without limitation, reasonable attorneys' fees, witness fees, and court costs) that arise or result from personal injury, death, or property damage arising by reason of any

form of use of the Trail or trespass from the Trail onto the Property, including onto any abutting property that may be owned by Owner.

[Note: this will be followed by Exhibit D-1, which will be the map showing the Trail.]

DRAFT

Council Agenda Item Report

Meeting Date: November 29, 2018

Submitted by: Adriane Juarez

Submitting Department: Library

Item Type: Resolution

Agenda Section: NEW BUSINESS

Subject:

Consideration to Approve Resolution No. 31-2018, a Resolution Re-Adopting the Fee Schedule; and Replacing and Repealing Resolution 13-2018 in its Entirety
(A) Public Hearing (B) Action

Suggested Action:

The Park City Library and Board recommend the elimination of fines at the Library with City Council voting by resolution to remove these in the Park City Fee Schedule.

Attachments:

[Library Fine Free Staff Report](#)

[Fee Schedule Resolution](#)



City Council Staff Report

Subject: Fine Free Proposal for the Library
Author: Adriane Herrick Juarez
Department: Library
Date: November 29, 2018
Type of Item: Administrative

Summary Recommendation

The Park City Library and Board recommend the elimination of fines at the Library with City Council voting by resolution to remove these in the Park City Fee Schedule.

Executive Summary

The Park City Library and Board recommend the elimination of fines at the Library to help solve the problem of negative interactions and perceptions surrounding fine collection, to help rectify the situation that fines often keep people away from library especially those who need the services the most, and to solve the problem that it costs more in staff time to collect fines that is gained. It has been shown that fines are not what bring books back as libraries across the country have begun to eliminate fines in favor of friendly notices and reminders that increase communication with the public and express the value of sharing library materials in the community. Patrons will still be held responsible for returning items and paying for any lost or damaged materials. The Park City Library is working in cooperation with the Summit County Library on this initiative with a desired roll-out date for both libraries in January 2019. The Library would like to return to Council with an update after one year of going fine free to report on the results of the initiative.

Recommended Fee Schedule Changes by Resolution

8.6. LIBRARY FEES. The Park City Library Board routinely reviews non-resident fee options and recommends changes. Library services, which are funded by the General Fund, are provided without charge to property owners, residents, and renters within the City's boundaries. Non-resident card fees are charged to those who request borrowing privileges but live outside the City's taxing area. On September 8, 2002, the Library Board voted to change the fee charged to some non-resident library users. ~~The Library also charges fines for materials that are overdue.~~

Non-Resident Card Fees

Household	\$40.00 per year
Non-City Limits Visitor (6 months)	\$20.00 plus
Students residing in Summit County	Free
Wasatch County Student Cards	\$15.00 per year
Organization card - non-profit	\$45.00 per year
Organization card - for-profit	\$55.00 per year
Interlibrary Loans	\$1.00 charge per item

Late Fees

<u>Items</u>	<u>Fines</u>
Books, Audio Books, Maps, and Music CDs	\$0.10/day (\$5.00 Max)

DVDs, magazines	\$0.10/day (\$5.00 Max)
Rapid Readers	\$1.00/day (\$10.00 Max)
YouCreate Lab Equipment	\$10.00/day
Lost or Damaged Items	Replacement cost plus a \$5.00 processing fee
Lost Library Cards	\$2.00
Outstanding fines may be waived at the discretion of the Library Director in exchange for food, as specified in the adopted "Food for Fines" Policy (Approved 4/9/2014 Park City Library Board)	

Alternatives

An alternative is to leave late fees in place and includes the consequences of:

- Less support for the Community Critical Priority of Social Equity as those most needing Library Services often stay away from the Library due to fines, with many not coming to the Library in the first place for fear that they or their children may incur fines they cannot afford.
- Continuation of the #1 source of negative customer experience at the Library. We want the Library to be a welcoming place, not one of contention.
- The cost it takes in staff time to collect fines being more than the Library revenue gained in fines. We would rather have the staff spending their time helping patrons in the Library, learning new skills, or doing outreach to the community.
- Having items sit on the shelves unused, when no one else is waiting. We want books and materials in the hands of people; these do the most good when they are being enjoyed and utilized.

Recommendation

The Park City Library and Board recommend the elimination of fines at the Library with City Council voting by resolution to remove these in the Park City Fee Schedule with rationale that includes:

- Fines keep people away from using the library.
- Fines do not bring books back.
- Collecting fines costs more than the revenue earned in fines, keeping staff from other important work.
- Fines are the #1 negative customer experience at the Library.
- Fines are a barrier to Social Equity.
- Libraries that go fine free see an increase in library use and card sign-ups.
- Even if we waive fines, this forces patrons to offer explanations that are personal.
- Fine free libraries become more efficient and can focus on building positive relationships and engaging in meaningful work.
- A fine free library is able to focus on the core value of open access for all.
- Patrons are still held responsible for returning books, just in a different way.
- The library can reinforce the community value of sharing materials, rather than enforcing punitive measures.

Patrons will still be held accountable to return materials and will receive friendly notices reminding them of their due dates at 2 weeks and 4 weeks, with a final billing notice sent at 6 weeks. At 8 weeks, if the patron has not returned materials their card is blocked until an item is returned or replaced. Any items that have a waiting list will need

to be returned without renewal. If an item is not needed by anyone else, the Library would like it to be in the hands of the community being used and enjoyed.

Background

- Libraries across the nation and in Utah have gone fine free, with positive results, including: Salt Lake City Public Library, Tooele City Library, Grand County Library, and the BYU Library.
- January 2018 - Research into going fine free began. This included research into libraries across the nation and locally that had already gone fine free.
- February 2018 - A Library Board Subcommittee met monthly. They gathered data, discussed issues, and examined the results of other libraries' experiences.
- June 2018 - Peter Bromberg, Executive Director of the Salt Lake City Public Library, spoke to Park City and Summit County about the results of having gone fine free in June 2017. Administrators, Budget Departments, Council liaisons, and Board Members were invited. Mr. Bromberg reported overwhelming positive results with increases in library use, satisfaction, and number of patrons getting library cards.
- August 15, 2018 - The Library Board heard Subcommittee results and voted to recommend going fine free to City Council with the proposed fee policy changes.
- November 14, 2018 – Draft policies went to Library Board in work session.
- December 19, 2018 - If Council votes to remove Library Fines in the Park City Fee Schedule, the Library Board will approve removal of fines in the Library Fines and Overdues Policy, which can be found on p. 31 in Library Policies on our website. (<https://parkcitylibrary.org/wp-content/uploads/2018/08/Current-Policies-2018.pdf>)
- January 1, 2019 – With final approval, the Library plans to roll out publicity in the New Year with the slogan, “See the Library through a New Perspective.” Fines will be removed on all cards giving everyone a clean slate in 2019, a great way to start the New Year and get people to resolve to use the Library more.

Funding

It costs more for the Library in staff time to collect fines than in revenue gained. The Library has the support of the Budget Department for the loss of revenue from fines in the approximate amount of \$6,400 per year. A break-down of costs to collect fines through staff time is as follows for FY2018:

FY	Number of fine transactions	Fine Revenue	Total Revenue	Estimated Staff Hours, avg. 5 minute Fine Transaction	Cost in Staff Time (17.00 per hr)	2018 Cost to Library to Collect Fines
2018	12,601	\$6,399.82	\$26,003.63	1,050	\$17,851.42	\$11,452

In FY17 it cost the Library \$11,918 and in it FY16 cost \$12,212 in staff time to collect fines.



Resolution No. 31-2018

**A RESOLUTION RE-ADOPTING THE FEE SCHEDULE; AND REPLACING AND
REPEALING RESOLUTION 13-2018 IN ITS ENTIRETY**

WHEREAS it is necessary to update the fee resolution to reflect the changing costs of performing services; and

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

SECTION 1. FEE SCHEDULE AMENDMENTS. The Park City Fee Schedule is hereby re-adopted with changes as outlined in Exhibit A.

SECTION 2. REPEALER. Resolution 13-2018 is hereby repealed.

SECTION 3. EFFECTIVE DATE. This resolution shall take effect upon adoption.

PASSED AND ADOPTED this 29th day of November, 2018.

PARK CITY MUNICIPAL CORPORATION

Mayor Andy Beerman

Attest:

Michelle Kellogg, City Recorder

Approve as to form:

Mark D. Harrington, City Attorney

Exhibit A

8.6. LIBRARY FEES. The Park City Library Board routinely reviews non-resident fee options and recommends changes. Library services, which are funded by the General Fund, are provided without charge to property owners, residents, and renters within the City's boundaries. Non-resident card fees are charged to those who request borrowing privileges but live outside the City's taxing area. On September 8, 2002, the Library Board voted to change the fee charged to some non-resident library users. ~~The Library also charges fines for materials that are overdue.~~

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