PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
NOVEMBER 12, 2009

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, November 12, 2009.

Closed Session
2:30 p.m. Property and litigation

Work Session

4:15 p.m.	Council questions/comments	
4:30 p.m.	Quarterly goal update	P. 5 - 30
4:50 p.m.	Seasonal housing – expanded transit center	P. 31 - 36
5:20 p.m.	Purchase and co-tenancy agreements with Boyer	P. 67 - 104
5:50 p.m.	Break	

Regular Meeting
6:00 p.m.

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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

IV NEW BUSINESS *(New items with presentations and/or anticipated detailed discussions)*

1. Consideration of Ordinance – 1150 Deer Valley Drive, Snow Country
   (a) Public hearing
   (b) **Motion to continue to December 3, 2009**

2. Consideration of Resolution of the Board of Canvassers accepting the canvass of the Municipal General Election held on November 3, 2009 P. 37 - 39

3. Consideration of Ordinance approving the 515 Main Street Plat Amendment, located at 515 Main Street, Park City, Utah P. 40 - 53
   (a) Public hearing
   (b) Action

4. Consideration of Ordinance approving the Matthes Condominium Plat, located at 1110 Empire Avenue, Park City, Utah P. 54 - 63
   (a) Public hearing
   (b) Action

5. Consideration of an Amendment to the State Legislative Consulting Agreement with DLS Consulting Inc. P. 64 - 66

6. Consideration of a Purchase and Sale Agreement with Boyer Company for a 50% interest in approximately 200 acres of property known as Park City Heights, in the amount of $5.5 million P. 67 - 104
   (a) Public input
   (b) Action

V OLD BUSINESS

Consideration of an appeal of the Planning Commission's July 8, 2009 approval of a conditional use permit application submitted by North Silver Lake Lodge LLC – appellants, adjacent owner associations represented by Clyde Snow, Attorneys at Law
   (a) Continued public input P. 105 - 116
   (b) Deliberations/action

VI ADDITIONAL DISCUSSION – AGENDA ITEMS

VII ADJOURNMENT

A majority of 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.

Posted: 11/09/09
See: www.parkcity.org

Note: This future meeting schedule is TENTATIVE and subject to change.
PARK CITY COUNCIL TENTATIVE MEETING SCHEDULE

November 2009

19 Visioning debrief – work
Hot air balloon discussion – (30 min)
Park Silly Market economic analysis findings (work)
Sundance supplemental agreement (work)
Resolution – anti-idling
Boyer co-tenancy agreement (possible action)
Housing Authority - affordable housing requirement for Physicians Holding LLC

26 **No meeting - Thanksgiving**

December 2009

3 VCBO presentation on the Racquet Club (30 min - work)
Comstock sidewalk (work)
Extraordinary funding requests review - work
Resolution Declaring Park City as a "Concussion Aware Town" and proclaiming December 6 through December 12, 2009 as "The Grateful Head Project Week" in Park City, Utah
Ordinance – LMC amendment for MPD in HR-2 – KW/TE
Ordinance approving the Glory Hole Subdivision, located at 518 Deer Valley Drive, Park City, Utah (continue to January 7) – FA
108 Park Avenue Appeal
Ordinance – 1150 Deer Valley Drive, Snow Country – FA
Quinn's WTP Building Construction Contract - TT

10 Insurance Placement for 2010
US Postal Service – gang box plan
Open space maintenance
Lower Park Avenue RDA (work)
Senior housing (work)

17 Agency minutes
Senior survey needs assessments
Audit approval

24 **No meeting – Christmas Eve**

31 **No meeting – New Year's Eve**

January 2010

7 Swearing-in ceremony
Ordinance approving the Glory Hole Subdivision, located at 518 Deer Valley Drive, Park City, Utah – FA

14

21 **No meeting – Sundance opening**

28

Pending Items:

Special event prioritization – work
Performance measures (work)
Resolution amending (or replacing) Resolution No. 20-07, adopting Affordable Housing Guidelines and Standards for Park City, Utah
Carrying capacity/market analysis survey
Wild land interface issues

MEMO

Executive Department

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To: City Council
From: Tom Bakaly, City Manager
Subject: 3rd Quarter (July - Sept. 2009)
Date: November 12, 2009

On November 12, 2009 we have scheduled time in work session for City Council to review goals and action items.

We continue to tentatively add new action items to your goal status report based upon individual input from Council members, the Mayor and Staff. Those items are in bold and need to be affirmed by Council.

The report also includes quarterly summaries related to traffic calming and neighborhood service requests. This work session will provide an opportunity to for departments to provide operational updates on Council goals if requested.

2009 Park City Goals & Targets for Action (July - September 2009)

Top Priority

Goal 1 Quality and Quantity of Water - Dana Williams and Candace Erickson; Alternate, Jim Hier

Target for Action / Actions / Staff Coordinator	Initial Target Date	Revised Target Date	Status
1. Pipeline Preferred Project Agreements - Kathy Lundborg			
Determine a preferred project with Weber Basin and Bureau of Reclamation			
1. Quinn's Treatment Plant - begin design	**Dec-08**		**In Progress**
2. Design of Pipeline Improvements	Jan-07	**Sep-09**	**Complete**
3. Pipeline Construction - **Incremental Process - First Section currently in progress**	Apr-09	**Sep-09**	**In Progress**
4. Quinn's Treatment Plant - Begin Construction	**Sep-09**	**Mar-10**	**Pending**
2. Judge Water Treatment Plants - Kathy Lundborg/Jerry Gibbs			
1. Determine Scope and Timing for Plant Design and Construction **(now part of Quinn's water treatment plant)**	Aug-04	**Dec-09**	Pending
2. PCMC conceptual design for treatment at proposed Quinn's water treatment plant		**Aug-09**	**Complete**
3. NPDES Permit	Sep-05	**Dec-09**	Pending
4. Judge delivery system to Quinn's Water Treatment Plant construction	Apr-06	**Dec-10**	Pending
3. Other Water Solutions - Supply Options/Conservation - Jerry Gibbs/Kathy Lundborg			
1. Summit County, Snyderville Basin Water Reclamation District Cooperation Discussions/Stream Flow Enhancements	Annual		Ongoing
2. JSSD Water Discussions	Annual		Ongoing
3. Water Demand Reduction Plan - Review landscaping requirements/limits		Jun-09	**Complete**
4. Supply/Demand Update to City Council		**Jan-10**	Pending
4. Water Funding Strategy - Kathy Lundborg/Jerry Gibbs			
1. Pursue future appropriations and authorizations	Annual		Ongoing

Top Priority

Goal 2 Preservation of Park City Character - Liza Simpson and Dana Williams; Alternate, Candace Erickson

Target for Action / Actions / Staff Coordinator	Initial Target Date	Revised Target Date	Status
1. Old Town Improvements - Jonathan Weidenhamer and Dave Gustafson			
Downtown Projects			
1. Town Plaza/Swede Alley			**Revised**
2. Pocket Park/Historical Wall Renovation			
●**Council direction of Scope**	**Jan-09**		**Complete**
●**RFP for Design**	**Aug-09**	**Dec-09**	**Pending**
●**Construction complete**	**Oct-10**		**Pending**
3. Marsac Building			
●Construction complete	Oct-08	**Aug-09**	**Complete**
4. Last Phase of Downtown Improvements (streetscape, sidewalks, pedestrian connections, etc.)	**Ongoing**		**Ongoing**
2. Affordable Housing - Phyllis Robinson			
1. Snow Creek Affordable Housing			
●**Establish selection criteria, pricing and deed restrictions**	**Jul-09**	**Sep-09**	**Complete**
●Completion in **2010**	**Jul-09**	**May-10**	**In Progress**
2. Affordable Housing Resolultion Update	**Jul-09**	**Dec-09**	**In Progress**
3. Monitor Developer Obligations **& Compliance**	Ongoing		Ongoing
3. Trash and Recycling - Jerry Gibbs			
1. **Discussion** on recycling facility relocation		**Jan-10**	Pending
2. Support HMBA Recycling Program Efforts	**Ongoing**		**In Progress**
4. Environmental Initiatives - Diane Foster			
1. Update to Environmental Strategic Plan	Jan-09		**Bi-Annual/Completed**
2 Explore mandatory green building initiatives - **not a current Council priority per Council Visioning 2009**			
3. Develop Municipal Department Level CO2 Emission Reduction Plans	**Nov-08**	**Nov-09**	**In Progress**
4. Inventory CO2 emissions **and water consumption** from entire PC community	Dec-08	**Mar-09**	**Complete**
5. Wind Resource measurement at Quinn's Junction	Apr-09	**Aug-09**	**Complete**
6. Install solar panels at Park City Ice Arena	May-09	**Aug-09**	**Complete**
10. Develop and Implement community CO2 emission and water consumption reduction program in conjunction with partners	**Aug-09**	**Oct-09**	**In Progress**
6. Develop employee carpool campaign		**Oct-09**	In Progress
7. Energy audits of Council member homes	Oct-08	TBD	In Progress
8. Implement general municipal building efficiency measures	Apr-09	**Jan-10**	In Progress

Target for Action / Actions / Staff Coordinator	Initial Target Date	Revised Target Date	Status
11. Rocky Mountain Energy Grant Use	Jun-07	**Oct-09**	**Complete**
12. Bonanza Power Station			
13. Information on Idling Ordinance	Oct-09	**Oct-09**	In Progress
5. Historic Preservation - Thomas Eddington			
1. Develop Landmark/Significant Status Inventory	Ongoing	**Jan-09**	**Complete**
2. Amend LMC as needed; including Steep Slope		**Apr-09**	**Complete**
3. Historic District Guideline Revisions	Oct-08	**Jul-09**	**Complete**
6. Senior Issues - Phyllis Robinson			
1. Housing Demand Market Analysis	**Jul-09**	**Dec-09**	**In Progress**
2. Assessment of senior service needs	**Sep-09**	**Dec-09**	**In Progress**
7. Staffing Plan for Sustainable Vision and Implementation			
1. Revise self-managed teams work plan to frame policy direction and implement Council Goals	Ongoing		Ongoing
8. Park City Heights Task Force and Annexation - Thomas Eddington			
1. Annexation - City Council Determination		**Feb-10**	Pending
2. Master Planned Development (MPD) for site	**Jul-09**	**Feb-10**	**Pending**
9. Emergency Transitional Needs (Peace House) - Phyllis Robinson			
1.Technical Assistance Resources	**Oct-08**	**May-09**	**Complete**
10. Lower Park Avenue Property Master Plan (Park Ave/Woodside Ave) - Jonathan Weidenhamer, Thomas Eddington			
1. Preliminary internal fact finding and research	Oct-08	**May-09**	**Complete**
2. Council direction on scope of planning effort (initial)	**Jun-09**		**Complete**
3. Identify potential components and tax increment	**Jul-09**	**Dec-09**	**In Progress**
4. RFP for Master Plan	**Jul-09**	**Jun-10**	**In Progress**
5. Extend Revelopment Agency	**Sep-09**	**Jun-10**	**In Progress**
11. General Plan Update - Thomas Eddington			
1. Staff to prepare timeline, scope of work and budget impact analysis		**Dec-10**	**In Progress**

2009 Park City Goals & Targets for Action (July - September 2009)

Top Priority

Goal 3 Effective Transportation and Parking System - Jim Hier and Roger Harlan; Alternate, Liza Simpson

Target for Action / Actions / Staff Coordinator	Initial Target Date	Revised Target Date	Status
1. Neigbhorhood Traffic Management - Kent Cashel			
See Attached Neighborhood Traffic Management Summary Report			
2. Regional Transportation - Kent Cashel			
1. Enhance Transit Marketing	Annual		Ongoing
2. Implement employee **van**pool incentive program	Annual		Ongoing
3. Regional/Rural Transporation Issues - COG	Ongoing		Ongoing
4. Iron Horse Expansion			
●Joint Meeting with County	**Jul-09**		**Completed**
●CUP Approval by Planning Commission	**Jul-09**		**Completed**
●Begin Construction	**Nov-09**	**Mar-10**	
●Construction Complete	**Dec-10**	**Dec-11**	
3. Transportation Strategic Plan - Kent Cashel			
1. Annual Progress Report to City Council	Annual		Annual
2. Implement Transportation Plan Strategies	Ongoing		Ongoing
3. Implement Task Force Recommendations	Sep-07		Ongoing
4. Increase Bio-Fuel Mix - **Run 50/50 bio-pilot program in Trolley**	Sep-08	**Aug-09**	**Completed**
5. Update Strategic Plan to include pedestrian-bicycle and transit modes - **Pending General Plan Update**	Sep-08	**Dec-09**	**Pending**
6. General Plan		**Dec-09**	**In Progress**
4. Public Parking - Kent Cashel			
1. Conduct Main Street Circulation Study	**May-09**	**Dec-09**	**In Progress**
5. Community Transportation Plan - Kent Cashel, Jonathan Weidenhamer			
1. Entry Corridor		**Aug-09**	Ongoing
2. Park and Ride		**Dec-09**	In Progress
6. Highway 248			
1. Long Term Assessment and Options (Phase II)	Apr-08	**Jan-09**	**Completed**

2009 Park City Goals & Targets for Action (July - September 2009)

Top Priority

Goal 4 World Class, Multi-Seasonal/Resort Community - Jim Hier and Liza Simpson; Alternate, Joe Kernan

Target for Action / Actions / Staff Coordinator	Initial Target Date	Revised Target Date	Status
1. Economic Development - Jonathan Weidenhamer			
1. Implementation of 2008-10 Economic Development Plan	Ongoing		Ongoing
2. Tents and Temporary Structures	**Dec-08**	**Feb-10**	**In Progress**
3. City-wide market analysis & carrying capacity study		**Jul-10**	In Progress
4. High Altitude Training/Master Planning City property at Quinn's			
●RFP Issuance with USSA and UOP		**Dec-09**	**Pending**
●Develop Model		**Mar-10**	**Pending**
5. HMBA Requests	**Jul-09**		**Complete**
2. Support for Arts - Sharon Bauman			
1. Art in Public Places Implementation	Ongoing		Ongoing
2. Ice Rink Artistic Banner Implementation - Select Artist	**Apr-09**	**Oct-09**	**In Progress**
3. Bus Shelter Enhancement Implementation - Phase II **(project on hold until Spring 2010)**	**Apr-09**	**Apr-10**	**In Progress**
3. Community Amenities and Events: Evaluation, Future Direction - Jonathan Weidenhamer			
1. Strategic Plan for farm - Fire access, trail and display of artifacts	Jan-09		**Complete**
2. KPCW Sale	**May-09**	**Oct-09**	**Complete**
3. Event Calendar	**Jun-09**		In Progress
●Criterion to prioritize and allow Main Street closure	**Jun-09**	**Nov-09**	**In Progress**
●Event Fees, revenues and enforcement	**Jun-09**	**Nov-09**	**In Progress**
4. Museum Expansion	**Jul-09**		In Progress
●Finish landscaping	**Jul-09**		**In Progress**
●Regrade walkway	**Oct-09**		**Complete**

2009 Park City Goals & Targets for Action (July - September 2009)

High Priority

Goal 5 Recreation, Open Space and Trails - Candace Erickson and Liza Simpson; Alternate, Joe Kernan

Target for Action / Actions / Staff Coordinator	Initial Target Date	Revised Target Date	Status
1. Ongoing Open Space Acquisition - Diane Foster, Matt Twombly			
1. Flagstaff - Distribution of open space contribution	Mar-04		Ongoing
2. Acquisition of Kimball Junction & Round Valley parcels in Summit County		**Jan-09**	**Complete**
3. Gambel Oak - Legislation	Oct-04	**Mar-09**	**Complete**
4. Red Maple/Air Force	Oct-04	**Mar-10**	Ongoing
5. Gambel Oak & White Acre Conveyance to Park City	**Nov-09**		**Complete**
6. Other Properties	Ongoing		Ongoing
2. Open Space Management - Diane Foster, Matt Twombly			
1. Additional easement monitoring on new acquisitions	Aug-05		Pending
2. Clissold Conservation Easement	Jun-08	**Jan-10**	**In Progress**
3. Install legacy signage on all open space acquisitions	**Jun-09**	**Jan-10**	**In Progress**
4. Kimball and new Round Valley Conservation Easement	**Feb-10**		**In Progress**
3. Trails - Matt Twombly/Heinrich Deters			
1. Trailhead Parking Phase II - as sites are available			**Complete**
2. Coordinate new connections by development/TMP CIP	**Ongoing**		**Ongoing**
3. Implement back-country trails maintenance plan and budget	**Ongoing**		**Ongoing**
4. Armstrong OS trail connection	**Jul-10**		**Pending**
5. Quinn's to Silver Summit through IHC/PRI	**Aug-10**		**In Progress**
6. Flagstaff Trails reconstruction			**In Progress**
7. Evaluate and Improve backcountry trail signage	**Aug-10**		**Pending**
8. Citywide Pedestrian/Street Lighting guidelines consistent with General Plan, Trails Master Plan and WALC	**Jan-09**	**Jun-10**	**In Progress**
4. Neighborhod Parks/City Park - Ken Fisher/Matt Twombly			
1. Old Town Park (Wisnewski) Constfuction Complete	Jun-08	Jun-09	**Complete**
2. Creekside Park on Holiday Ranch Loop			
●CUP for Park Development	Oct-08	**May-09**	**Complete**
●Bid for park construction	**Feb-09**	**Jul-09**	**Complete**
●Begin park construction	**May-09**	**Jul-09**	**Complete**
●Park construction	**Jun-09**	**Jul-10**	**In Progress**
3. Dog Park - Direction from RAB/Council - Construction	**Jul-09**	**Aug-09**	**Complete**
4. Explore options for covering the skatepark	**May-09**	**Sep-09**	**Complete**
5. Begin Master Plan for north and south ends of City Park	**May-09**	**May-10**	**Pending**
6. Off-leash Dog Park Option at Library Field (RAB)	**May-10**		**In Progress**

Target for Action / Actions / Staff Coordinator	Initial Target Date	Revised Target Date	Status
5. Ice Rink - Ken Fisher			
1. Complete Energy Efficiency Initiative			
●Install solar panels on south roof of ice arena	Mar-08	**May-09**	**Complete**
●Install Heat Reclamation - Refrigeration System	Mar-08	**Aug-09**	**Complete**
2. Ice Arena Completion - final punch list	Aug-06	**Dec-09**	In Progress
3. Install new scoreboards inside ice arena and on sports fields **(Ice Arena Complete)**	Aug-08	May-10	**In Progress/Complete**
4. Work with PAAB to install artistic banners	**Dec-08**	**May-10**	In Progress
5. Operate year round	**May-09**		**Complete**
6. Recreation and Racquet Club: Next Steps - Ken Fisher			
1. Racquet Club Renovation			
●Development of schematic design **& design development**	Dec-08	**Dec-09**	In Progress
●Develop Phasing Plan for Project and Present to Council	**Jun-09**		**Complete**
●Develop relocation plan for recreation services	**Nov-09**	**Jan-10**	**In Progress**
●Planning Commission Action			
●Submit Master Plan Development (MPD) Application and appear before Planning Commission for pre-MPD public hearing	**Oct-09**		**Complete**
●Work Session on design elements with Planning Commission (11/11/09)	**Nov-09**		**In Progress**
●MPD Planning Commission Approval	**Dec-09**		**Pending**
●Present design to City Council	**Dec-09**		**Pending**
●Development of Construction Documents	**Feb-10**		**Pending**
●Bid for construction	**Apr-10**		**Pending**
7. Outdoor Recreation Complex - Matt Twombly			
1. Phase II Improvements	FY'10		Pending
8. Walkability Implementation Phase I - Matt Twombly, Heinrich Deters			
1. Traffic Calming			
●Engineering Recommendations	**May-09**	**Jun-09**	**Complete**
●Construction	**Oct-09**	**Jul-10**	**In Progress**
2. Little Kate Sidewalk			
●Engineering	**May-09**	**Jun-09**	**Complete**
●Construction	**Nov-09**		**Pending**
3. SR-248 Tunnel	**Oct-09**	**Aug-10**	**Pending**
4. Bonanza Tunnel	**Oct-10**		**Pending**
5. Miscellaneous Improvements	**FY 10**		**In Progress**
6. Holiday Ranch Loop Path	**Aug-10**		**Pending**

2009 Park City Goals & Targets for Action (July - September 2009)

High Priority

Goal 6 Regional Collaboration and Partnerships

Target for Action / Actions / Staff Coordinator	Initial Target Date	Revised Target Date	Status
1. Transportation - Kent Cashel			
See Goal 3			
2. Flagstaff-Wasatch County - Tom Bakaly			
1. Work with Wasatch County re SR-224 and public versus private access	Ongoing		Ongoing
3. Recreation - Ken Fisher			
See Goal 5			
4. Health - Pace Erickson			
1. Noxious weed coordination and enforcement on private property	Ongoing		Ongoing
5. Water - Kathy Lundborg/Jerry Gibbs			
See Goal 1	Ongoing		Ongoing
6. Solid Waste - Jerry Gibbs and Joe Kernan			
1. Implementation of Solid Waste Alternatives	Ongoing		Pending
7. Mosquito Abatement - Pace Erickson			
1. Continued coordination with Summit County	Ongoing		Ongoing
8. Library - Linda Tillson			
1. Library Reciprocal Borrowing for Summit County Students	Ongoing		Ongoing
9. Inter-Agency Task Force			
1. Continued Participation	Ongoing		Ongoing
10. Open Space Acquisition			
See Goal 5	**Ongoing**		**Ongoing**
11. Carbon Advisory Board - Diane Foster			
1. Engage Summit County and other groups (non-profit, HMBA, Chamber, School District) in reducing water consumption and carbon emissions	**Ongoing**		**Ongoing**

2009 Park City Goals & Targets for Action (July - September 2009)

Other Priorities

Goal 7 Open and Responsive Government to the Community - Roger Harlan and Joe Kernan; Alternate, Jim Hier

Target for Action / Actions / Staff Coordinator	Initial Target Date	Revised Target Date	Status
1. Community Vision - Phyllis Robinson,			
1. Community Visioning Plan			
a. Project Deliverables			
1. Implement Community Dialogues	Jan-09	**Apr-09**	**Complete**
2. Develop Core Values and Community Ideals	Mar-09	**Jul-09**	**Complete**
3. Vision Action Plan	Jul-09	**Nov-09**	**In Progress**
2. Update Material for Vision Presentations annually following Council Visioning sessions	Annual		Annual
2. Budget Review & Benchmark - Bret Howser			
1. Finance/Citywide software system conversion			
a. Position Budgeting - Budget Module **Installed**	Dec-08	**Oct-09**	**Complete**
b. Budget **- Implementation**	Dec-08	**Jan-10**	**Pending**
2. Phase II Benchmarks determined with CAST	**Sep-09**	**Jan-10**	**Pending**
3. Customer Service: Evaluation and Action Plan - Craig Sanchez, Phyllis Robinson			
1. Accountability/responsibility training for Staff	Quarterly		Ongoing
2. Employee Survey & Traning - communication of results	Annual		Annual
3. Customer Service Survey **and Citizen Satisfaction Surveys (P Robinson)**	**Oct-09**	**Dec-09**	**Pending**
4. Annual City "Fam" Tours	**Nov-09**	**Nov & Dec**	**Pending**
4. Public Safety - Wade Carpenter			
1. Emergency Resopnse Plan Update			
a. Staff Training NIMS Compliance (ICS-100, 200, 400, 700, 800) (New Employees)	Aug-07		**Ongoing**
b. Community Preparedness Outreach/Reverse 911 Data Input (H. Daniels)		**Mar-10**	**Maint. Data Base**
2. Community Oriented program - Citizens Academy	Dec-07	**Jul-10**	In Progress
3. Lexipol Service Evaluation (Comprehensive Police Policy Manual Program based on model policies developed by a national board)	Dec-08	**Dec-10**	**Ongoing**
4. Senior Elected Officials Emergency Training	**Feb-09**		**Complete**
5. Communications - Phyllis Robinson, Scott Robertson, Myles Rademan			
1. Leadership 101	**Feb-09**		**Complete**
2. Media Seminars	**Apr-09**		**Complete**
3. Sustanability Promotion	Ongoing		Ongoing
4. Park City University	Ongoing		Ongoing
5. Communications Strategic Plan and Website Upgrade	Apr-08	**Nov-09**	In Progress
6. Community Emergency Preparedness	**Sep-09**	**Nov-09**	**In Progress**

2009 Park City Goals & Targets for Action (July - September 2009)

Neighborhood Traffic Management Summary Report
Attachment "A" to Quarterly Status Report

Location	Date Recd/ Phase 1 Mtg	Citizen Concerns	Phase 1 Follow-up	Status	Target Completion
American Saddler					
	Sep-08	●Need for stop sign at Ashley Ct. Intersection	●Field Study and Data Gathering	Complete	Oct-08
	Nov-08	●Need for lane striping	●Committee Meeting	Complete	Nov-08
			●Implement Action Plan	**Complete**	Apr-09
			•Engineering Report	Complete	Jan-09
			•Neighborhood Involvement	**Complete**	Mar-09
			•Relocate Stop Sign and Stop Bar	**In Process**	**Nov-09**
Aspen Springs Drive/Mea					
		●Traffic Calming Reqeusts	**●Speed Counts**	**Complete**	**Aug-09**
			●Install Driver Feedback Sign	**Complete**	**Aug-09**
Lower Woodside Avenue					
	Jan-09	**●Request to remove parking on street**	**●Managers Report to Council**	**Complete**	**Jul-09**
McHenry/Rossi Hill					
5	Sep-08	●Sight lines at intersection	●Field Study and Data Gathering	Complete	Oct-08
	Oct-08		●Committee Meeting	Complete	Oct-08
			●Implement Action Plan	Complete	Nov-08
			•Enginering Report	Complete	Nov-08
			•Installed Stop Sign on McHenry	Complete	Nov-09
			▪Install stop signs on 3 legs of intersection	**Pending til Spring**	**Mar-10**
Norfolk Avenue					
	Apr-09	**●Traffic Calming Requests**	●Order and Install Signs	**Complete**	**Aug-09**
			●Traffic Counts	In Process	Ongoing
			●Crosswalk Study	**Complete**	**Aug-09**
			●Post Reconstruction Parking Study	In Process	**May-10**
Wildlife Signs					
	Apr-09		**●Install four wildlife signs on Meadows and Royal Street**	**Complete**	**Aug-09**
Woodside Avenue					
	Mar-08	●Wintertime traffic flow (request for one-way)	●Meet with neighborhood to understand request	Complete	Jun-08
	Apr-08		request	Complete	Aug-08
			●Gather and analyze data on request	**Complete**	**Jan-09**
			●Engineer Study and Report	**Complete**	**Feb-09**
			●Committee Meeting	**Complete**	**Feb-09**
			●Final response to request	**Complete**	**Apr-09**
			●Install advisory signs and stripe	**In Process**	**Oct-09**
Rail Trail Cross Walk @ Wyatt Earp					

2009 Park City Goals & Targets for Action (July - September 2009)

Neighborhood & Business District Needs Assessment

Request for Elevated Levels of Service Request (RELS) Attachment "B" to Quarterly Report

Status Report

Staff met with neighborhood and prioritized requests - Project 1 sidewalk on Deer Vally Drive completed. Bus stop installed. School bus stop pending completion by private developer.

Target for Action / Actions / Staff Coordinator	Target Date	Status	Budget
1. Pedestrian Lighting - Matt Cassel			
1. Install street and pedestrian lights from Stonebridge condos to roundabout	**Jun-10**	**Cost identified**	**State Road Funds Grant**

2009 Park City Goals & Targets for Action (July - September 2009)

Neighborhood & Business District Needs Assessment

Request for Elevated Levels of Service Request (RELS) Attachment "B" to Quarterly Report

Status Report

Staff met with HMBA. Step 6 of RELS

Target for Action / Actions / Staff Coordinator	Target Date	Status	Budget
1. Main Street Improvements			
1. Install integrated sound system on Main Street	Jul-09	Completed	$0
2. Conduct feasibility study	Aug-09		$5,000
3. Install lighting system on each Main Street Building	Oct-09		Pending CIP

MEMO

PARK CITY
1884

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www.parkcity.org

To: City Council
From: Tom Bakaly, City Manager
Subject: 3rd Quarter (July - Sept. 2009)
Date: November 12, 2009

On November 12, 2009 we have scheduled time in work session for City Council to review goals and action items.

We continue to tentatively add new action items to your goal status report based upon individual input from Council members, the Mayor and Staff. Those items are in bold and need to be affirmed by Council.

The report also includes quarterly summaries related to traffic calming and neighborhood service requests. This work session will provide an opportunity to for departments to provide operational updates on Council goals if requested.

2009 Park City Goals & Targets for Action (July - September 2009)

Top Priority

Goal 1 Quality and Quantity of Water - Dana Williams and Candace Erickson; Alternate, Jim Hier

Target for Action / Actions / Staff Coordinator	Initial Target Date	Revised Target Date	Status
1. Pipeline Preferred Project Agreements - Kathy Lundborg			
Determine a preferred project with Weber Basin and Bureau of Reclamation			
1. Quinn's Treatment Plant - begin design	**Dec-08**		**In Progress**
2. Design of Pipeline Improvements	Jan-07	**Sep-09**	**Complete**
3. Pipeline Construction - **Incremental Process - First Section currently in progress**	Apr-09	**Sep-09**	**In Progress**
4. Quinn's Treatment Plant - Begin Construction	**Sep-09**	**Mar-10**	**Pending**
2. Judge Water Treatment Plants - Kathy Lundborg/Jerry Gibbs			
1. Determine Scope and Timing for Plant Design and Construction **(now part of Quinn's water treatment plant)**	Aug-04	**Dec-09**	Pending
2. PCMC conceptual design for treatment at proposed Quinn's water treatment plant		**Aug-09**	**Complete**
3. NPDES Permit	Sep-05	**Dec-09**	Pending
4. Judge delivery system to Quinn's Water Treatment Plant construction	Apr-06	**Dec-10**	Pending
3. Other Water Solutions - Supply Options/Conservation - Jerry Gibbs/Kathy Lundborg			
1. Summit County, Snyderville Basin Water Reclamation District Cooperation Discussions/Stream Flow Enhancements	Annual		Ongoing
2. JSSD Water Discussions	Annual		Ongoing
3. Water Demand Reduction Plan - Review landscaping requirements/limits		Jun-09	**Complete**
4. Supply/Demand Update to City Council		**Jan-10**	Pending
4. Water Funding Strategy - Kathy Lundborg/Jerry Gibbs			
1. Pursue future appropriations and authorizations	Annual		Ongoing

Top Priority

Goal 2 Preservation of Park City Character - Liza Simpson and Dana Williams; Alternate, Candace Erickson

Target for Action / Actions / Staff Coordinator	Initial Target Date	Revised Target Date	Status
1. Old Town Improvements - Jonathan Weidenhamer and Dave Gustafson			
Downtown Projects			
1. Town Plaza/Swede Alley			**Revised**
2. Pocket Park/Historical Wall Renovation			
●**Council direction of Scope**	**Jan-09**		**Complete**
●**RFP for Design**	**Aug-09**	**Dec-09**	**Pending**
●**Construction complete**	**Oct-10**		**Pending**
3. Marsac Building			
●Construction complete	Oct-08	**Aug-09**	**Complete**
4. Last Phase of Downtown Improvements (streetscape, sidewalks, pedestrian connections, etc.)	**Ongoing**		**Ongoing**
2. Affordable Housing - Phyllis Robinson			
1. Snow Creek Affordable Housing			
●**Establish selection criteria, pricing and deed restrictions**	**Jul-09**	**Sep-09**	**Complete**
●Completion in **2010**	**Jul-09**	**May-10**	**In Progress**
2. Affordable Housing Resolultion Update	**Jul-09**	**Dec-09**	**In Progress**
3. Monitor Developer Obligations **& Compliance**	Ongoing		Ongoing
3. Trash and Recycling - Jerry Gibbs			
1. **Discussion** on recycling facility relocation		**Jan-10**	Pending
2. Support HMBA Recycling Program Efforts	**Ongoing**		**In Progress**
4. Environmental Initiatives - Diane Foster			
1. Update to Environmental Strategic Plan	Jan-09		**Bi-Annual/Completed**
2 Explore mandatory green building initiatives - **not a current Council priority per Council Visioning 2009**			
3. Develop Municipal Department Level CO2 Emission Reduction Plans	**Nov-08**	**Nov-09**	**In Progress**
4. Inventory CO2 emissions **and water consumption** from entire PC community	Dec-08	**Mar-09**	**Complete**
5. Wind Resource measurement at Quinn's Junction	Apr-09	**Aug-09**	**Complete**
6. Install solar panels at Park City Ice Arena	May-09	**Aug-09**	**Complete**
10. Develop and Implement community CO2 emission and water consumption reduction program in conjunction with partners	**Aug-09**	**Oct-09**	**In Progress**
6. Develop employee carpool campaign		**Oct-09**	In Progress
7. Energy audits of Council member homes	Oct-08	TBD	In Progress
8. Implement general municipal building efficiency measures	Apr-09	**Jan-10**	In Progress

Target for Action / Actions / Staff Coordinator	Initial Target Date	Revised Target Date	Status
11. Rocky Mountain Energy Grant Use	Jun-07	**Oct-09**	**Complete**
12. Bonanza Power Station			
13. Information on Idling Ordinance	Oct-09	**Oct-09**	In Progress
5. Historic Preservation - Thomas Eddington			
1. Develop Landmark/Significant Status Inventory	Ongoing	**Jan-09**	**Complete**
2. Amend LMC as needed; including Steep Slope		**Apr-09**	**Complete**
3. Historic District Guideline Revisions	Oct-08	**Jul-09**	**Complete**
6. Senior Issues - Phyllis Robinson			
1. Housing Demand Market Analysis	**Jul-09**	**Dec-09**	**In Progress**
2. Assessment of senior service needs	**Sep-09**	**Dec-09**	**In Progress**
7. Staffing Plan for Sustainable Vision and Implementation			
1. Revise self-managed teams work plan to frame policy direction and implement Council Goals	Ongoing		Ongoing
8. Park City Heights Task Force and Annexation - Thomas Eddington			
1. Annexation - City Council Determination		**Feb-10**	Pending
2. Master Planned Development (MPD) for site	**Jul-09**	**Feb-10**	**Pending**
9. Emergency Transitional Needs (Peace House) - Phyllis Robinson			
1.Technical Assistance Resources	**Oct-08**	**May-09**	**Complete**
10. Lower Park Avenue Property Master Plan (Park Ave/Woodside Ave) - Jonathan Weidenhamer, Thomas Eddington			
1. Preliminary internal fact finding and research	Oct-08	**May-09**	**Complete**
2. Council direction on scope of planning effort (initial)	**Jun-09**		**Complete**
3. Identify potential components and tax increment	**Jul-09**	**Dec-09**	**In Progress**
4. RFP for Master Plan	**Jul-09**	**Jun-10**	**In Progress**
5. Extend Revelopment Agency	**Sep-09**	**Jun-10**	**In Progress**
11. General Plan Update - Thomas Eddington			
1. Staff to prepare timeline, scope of work and budget impact analysis		**Dec-10**	**In Progress**

2009 Park City Goals & Targets for Action (July - September 2009)

Top Priority

Goal 3 Effective Transportation and Parking System - Jim Hier and Roger Harlan; Alternate, Liza Simpson

Target for Action / Actions / Staff Coordinator	Initial Target Date	Revised Target Date	Status
1. Neigbhorhood Traffic Management - Kent Cashel			
See Attached Neigbhorhood Traffic Management Summary Report			
2. Regional Transportation - Kent Cashel			
1. Enhance Transit Marketing	Annual		Ongoing
2. Implement employee **van**pool incentive program	Annual		Ongoing
3. Regional/Rural Transporation Issues - COG	Ongoing		Ongoing
4. Iron Horse Expansion			
●Joint Meeting with County	**Jul-09**		**Completed**
●CUP Approval by Planning Commission	**Jul-09**		**Completed**
●Begin Construction	**Nov-09**	**Mar-10**	
●Construction Complete	**Dec-10**	**Dec-11**	
3. Transportation Strategic Plan - Kent Cashel			
1. Annual Progress Report to City Council	Annual		Annual
2. Implement Transportation Plan Strategies	Ongoing		Ongoing
3. Implement Task Force Recommendations	Sep-07		Ongoing
4. Increase Bio-Fuel Mix - **Run 50/50 bio-pilot program in Trolley**	Sep-08	**Aug-09**	**Completed**
5. Update Strategic Plan to include pedestrian-bicycle and transit modes - **Pending General Plan Update**	Sep-08	**Dec-09**	**Pending**
6. General Plan		**Dec-09**	**In Progress**
4. Public Parking - Kent Cashel			
1. Conduct Main Street Circulation Study	**May-09**	**Dec-09**	**In Progress**
5. Community Transportation Plan - Kent Cashel, Jonathan Weidenhamer			
1. Entry Corridor		**Aug-09**	Ongoing
2. Park and Ride		**Dec-09**	In Progress
6. Highway 248			
1. Long Term Assessment and Options (Phase II)	Apr-08	**Jan-09**	**Completed**

2009 Park City Goals & Targets for Action (July - September 2009)

Top Priority

Goal 4 World Class, Multi-Seasonal/Resort Community - Jim Hier and Liza Simpson; Alternate, Joe Kernan

Target for Action / Actions / Staff Coordinator	Initial Target Date	Revised Target Date	Status
1. Economic Development - Jonathan Weidenhamer			
1. Implementation of 2008-10 Economic Development Plan	Ongoing		Ongoing
2. Tents and Temporary Structures	**Dec-08**	**Feb-10**	**In Progress**
3. City-wide market analysis & carrying capacity study		**Jul-10**	In Progress
4. High Altitude Training/Master Planning City property at Quinn's			
●RFP Issuance with USSA and UOP		**Dec-09**	**Pending**
●Develop Model		**Mar-10**	**Pending**
5. HMBA Requests	**Jul-09**		**Complete**
2. Support for Arts - Sharon Bauman			
1. Art in Public Places Implementation	Ongoing		Ongoing
2. Ice Rink Artistic Banner Implementation - Select Artist	**Apr-09**	**Oct-09**	**In Progress**
3. Bus Shelter Enhancement Implementation - Phase II **(project on hold until Spring 2010)**	**Apr-09**	**Apr-10**	**In Progress**
3. Community Amenities and Events: Evaluation, Future Direction - Jonathan Weidenhamer			
1. Strategic Plan for farm - Fire access, trail and display of artifacts	Jan-09		**Complete**
2. KPCW Sale	**May-09**	**Oct-09**	**Complete**
3. Event Calendar	**Jun-09**		In Progress
●Criterion to prioritize and allow Main Street closure	**Jun-09**	**Nov-09**	**In Progress**
●Event Fees, revenues and enforcement	**Jun-09**	**Nov-09**	**In Progress**
4. Museum Expansion	**Jul-09**		In Progress
●Finish landscaping	**Jul-09**		**In Progress**
●Regrade walkway	**Oct-09**		**Complete**

2009 Park City Goals & Targets for Action (July - September 2009)

High Priority

Goal 5 Recreation, Open Space and Trails - Candace Erickson and Liza Simpson; Alternate, Joe Kernan

Target for Action / Actions / Staff Coordinator	Initial Target Date	Revised Target Date	Status
1. Ongoing Open Space Acquisition - Diane Foster, Matt Twombly			
1. Flagstaff - Distribution of open space contribution	Mar-04		Ongoing
2. Acquisition of Kimball Junction & Round Valley parcels in Summit County		**Jan-09**	**Complete**
3. Gambel Oak - Legislation	Oct-04	**Mar-09**	**Complete**
4. Red Maple/Air Force	Oct-04	**Mar-10**	Ongoing
5. Gambel Oak & White Acre Conveyance to Park City	**Nov-09**		**Complete**
6. Other Properties	Ongoing		Ongoing
2. Open Space Management - Diane Foster, Matt Twombly			
1. Additional easement monitoring on new acquisitions	Aug-05		Pending
2. Clissold Conservation Easement	Jun-08	**Jan-10**	**In Progress**
3. Install legacy signage on all open space acquisitions	**Jun-09**	**Jan-10**	**In Progress**
4. Kimball and new Round Valley Conservation Easement	**Feb-10**		**In Progress**
3. Trails - Matt Twombly/Heinrich Deters			
1. Trailhead Parking Phase II - as sites are available			**Complete**
2. Coordinate new connections by development/TMP CIP	**Ongoing**		**Ongoing**
3. Implement back-country trails maintenance plan and budget	**Ongoing**		**Ongoing**
4. Armstrong OS trail connection	**Jul-10**		**Pending**
5. Quinn's to Silver Summit through IHC/PRI	**Aug-10**		**In Progress**
6. Flagstaff Trails reconstruction			**In Progress**
7. Evaluate and Improve backcountry trail signage	**Aug-10**		**Pending**
8. Citywide Pedestrian/Street Lighting guidelines consistent with General Plan, Trails Master Plan and WALC	**Jan-09**	**Jun-10**	**In Progress**
4. Neighborhod Parks/City Park - Ken Fisher/Matt Twombly			
1. Old Town Park (Wisnewski) Constfuction Complete	Jun-08	Jun-09	**Complete**
2. Creekside Park on Holiday Ranch Loop			
●CUP for Park Development	Oct-08	**May-09**	**Complete**
●Bid for park construction	**Feb-09**	**Jul-09**	**Complete**
●Begin park construction	**May-09**	**Jul-09**	**Complete**
●Park construction	**Jun-09**	**Jul-10**	**In Progress**
3. Dog Park - Direction from RAB/Council - Construction	**Jul-09**	**Aug-09**	**Complete**
4. Explore options for covering the skatepark	**May-09**	**Sep-09**	**Complete**
5. Begin Master Plan for north and south ends of City Park	**May-09**	**May-10**	**Pending**
6. Off-leash Dog Park Option at Library Field (RAB)	**May-10**		**In Progress**

Target for Action / Actions / Staff Coordinator	Initial Target Date	Revised Target Date	Status
5. Ice Rink - Ken Fisher			
1. Complete Energy Efficiency Initiative			
●Install solar panels on south roof of ice arena	Mar-08	**May-09**	**Complete**
●Install Heat Reclamation - Refrigeration System	Mar-08	**Aug-09**	**Complete**
2. Ice Arena Completion - final punch list	Aug-06	**Dec-09**	In Progress
3. Install new scoreboards inside ice arena and on sports fields **(Ice Arena Complete)**	Aug-08	May-10	**In Progress/Complete**
4. Work with PAAB to install artistic banners	**Dec-08**	**May-10**	In Progress
5. Operate year round	**May-09**		**Complete**
6. Recreation and Racquet Club: Next Steps - Ken Fisher			
1. Racquet Club Renovation			
●Development of schematic design **& design development**	Dec-08	**Dec-09**	In Progress
●Develop Phasing Plan for Project and Present to Council	**Jun-09**		**Complete**
●Develop relocation plan for recreation services	**Nov-09**	**Jan-10**	**In Progress**
●Planning Commission Action			
●Submit Master Plan Development (MPD) Application and appear before Planning Commission for pre-MPD public hearing	**Oct-09**		**Complete**
●Work Session on design elements with Planning Commission (11/11/09)	**Nov-09**		**In Progress**
●MPD Planning Commission Approval	**Dec-09**		**Pending**
●Present design to City Council	**Dec-09**		**Pending**
●Development of Construction Documents	**Feb-10**		**Pending**
●Bid for construction	**Apr-10**		**Pending**
7. Outdoor Recreation Complex - Matt Twombly			
1. Phase II Improvements	FY'10		Pending
8. Walkability Implementation Phase I - Matt Twombly, Heinrich Deters			
1. Traffic Calming			
●Engineering Recommendations	**May-09**	**Jun-09**	**Complete**
●Construction	**Oct-09**	**Jul-10**	**In Progress**
2. Little Kate Sidewalk			
●Engineering	**May-09**	**Jun-09**	**Complete**
●Construction	**Nov-09**		**Pending**
3. SR-248 Tunnel	**Oct-09**	**Aug-10**	**Pending**
4. Bonanza Tunnel	**Oct-10**		**Pending**
5. Miscellaneous Improvements	**FY 10**		**In Progress**
6. Holiday Ranch Loop Path	**Aug-10**		**Pending**

2009 Park City Goals & Targets for Action (July - September 2009)

High Priority

Goal 6 Regional Collaboration and Partnerships

Target for Action / Actions / Staff Coordinator	Initial Target Date	Revised Target Date	Status
1. Transportation - Kent Cashel			
See Goal 3			
2. Flagstaff-Wasatch County - Tom Bakaly			
1. Work with Wasatch County re SR-224 and public versus private access	Ongoing		Ongoing
3. Recreation - Ken Fisher			
See Goal 5			
4. Health - Pace Erickson			
1. Noxious weed coordination and enforcement on private property	Ongoing		Ongoing
5. Water - Kathy Lundborg/Jerry Gibbs			
See Goal 1	Ongoing		Ongoing
6. Solid Waste - Jerry Gibbs and Joe Kernan			
1. Implementation of Solid Waste Alternatives	Ongoing		Pending
7. Mosquito Abatement - Pace Erickson			
1. Continued coordination with Summit County	Ongoing		Ongoing
8. Library - Linda Tillson			
1. Library Reciprocal Borrowing for Summit County Students	Ongoing		Ongoing
9. Inter-Agency Task Force			
1. Continued Participation	Ongoing		Ongoing
10. Open Space Acquisition			
See Goal 5	**Ongoing**		**Ongoing**
11. Carbon Advisory Board - Diane Foster			
1. Engage Summit County and other groups (non-profit, HMBA, Chamber, School District) in reducing water consumption and carbon emissions	**Ongoing**		**Ongoing**

2009 Park City Goals & Targets for Action (July - September 2009)

Other Priorities

Goal 7 Open and Responsive Government to the Community - Roger Harlan and Joe Kernan; Alternate, Jim Hier

Target for Action / Actions / Staff Coordinator	Initial Target Date	Revised Target Date	Status
1. Community Vision - Phyllis Robinson,			
1. Community Visioning Plan			
a. Project Deliverables			
1. Implement Community Dialogues	Jan-09	**Apr-09**	**Complete**
2. Develop Core Values and Community Ideals	Mar-09	**Jul-09**	**Complete**
3. Vision Action Plan	Jul-09	**Nov-09**	**In Progress**
2. Update Material for Vision Presentations annually following Council Visioning sessions	Annual		Annual
2. Budget Review & Benchmark - Bret Howser			
1. Finance/Citywide software system conversion			
a. Position Budgeting - Budget Module **Installed**	Dec-08	**Oct-09**	**Complete**
b. Budget **- Implementation**	Dec-08	**Jan-10**	**Pending**
2. Phase II Benchmarks determined with CAST	**Sep-09**	**Jan-10**	**Pending**
3. Customer Service: Evaluation and Action Plan - Craig Sanchez, Phyllis Robinson			
1. Accountability/responsibility training for Staff	Quarterly		Ongoing
2. Employee Survey & Traning - communication of results	Annual		Annual
3. Customer Service Survey **and Citizen Satisfaction Surveys (P Robinson)**	**Oct-09**	**Dec-09**	**Pending**
4. Annual City "Fam" Tours	**Nov-09**	**Nov & Dec**	**Pending**
4. Public Safety - Wade Carpenter			
1. Emergency Resopnse Plan Update			
a. Staff Training NIMS Compliance (ICS-100, 200, 400, 700, 800) (New Employees)	Aug-07		**Ongoing**
b. Community Preparedness Outreach/Reverse 911 Data Input (H. Daniels)		**Mar-10**	**Maint. Data Base**
2. Community Oriented program - Citizens Academy	Dec-07	**Jul-10**	In Progress
3. Lexipol Service Evaluation (Comprehensive Police Policy Manual Program based on model policies developed by a national board)	Dec-08	**Dec-10**	**Ongoing**
4. Senior Elected Officials Emergency Training	**Feb-09**		**Complete**
5. Communications - Phyllis Robinson, Scott Robertson, Myles Rademan			
1. Leadership 101	**Feb-09**		**Complete**
2. Media Seminars	**Apr-09**		**Complete**
3. Sustanability Promotion	Ongoing		Ongoing
4. Park City University	Ongoing		Ongoing
5. Communications Strategic Plan and Website Upgrade	Apr-08	**Nov-09**	In Progress
6. Community Emergency Preparedness	**Sep-09**	**Nov-09**	**In Progress**

2009 Park City Goals & Targets for Action (July - September 2009)

Neighborhood Traffic Management Summary Report
Attachment "A" to Quarterly Status Report

Location	Date Recd/ Phase 1 Mtg	Citizen Concerns	Phase 1 Follow-up	Status	Target Completion
American Saddler					
	Sep-08	●Need for stop sign at Ashley Ct. Intersection	●Field Study and Data Gathering	Complete	Oct-08
	Nov-08	●Need for lane striping	●Committee Meeting	Complete	Nov-08
			●Implement Action Plan	**Complete**	Apr-09
			•Engineering Report	Complete	Jan-09
			•Neighborhood Involvement	**Complete**	Mar-09
			•Relocate Stop Sign and Stop Bar	**In Process**	**Nov-09**
Aspen Springs Drive/Mea					
		●Traffic Calming Reqeusts	**●Speed Counts**	**Complete**	**Aug-09**
			●Install Driver Feedback Sign	**Complete**	**Aug-09**
Lower Woodside Avenue					
	Jan-09	**●Request to remove parking on street**	**●Managers Report to Council**	**Complete**	**Jul-09**
McHenry/Rossi Hill					
	Sep-08	●Sight lines at intersection	●Field Study and Data Gathering	Complete	Oct-08
	Oct-08		●Committee Meeting	Complete	Oct-08
			●Implement Action Plan	Complete	Nov-08
			•Enginering Report	Complete	Nov-08
			•Installed Stop Sign on McHenry	Complete	Nov-09
			▪Install stop signs on 3 legs of intersection	**Pending til Spring**	**Mar-10**
Norfolk Avenue					
	Apr-09	**●Traffic Calming Requests**	●Order and Install Signs	**Complete**	**Aug-09**
			●Traffic Counts	In Process	Ongoing
			●Crosswalk Study	**Complete**	**Aug-09**
			●Post Reconstruction Parking Study	In Process	**May-10**
Wildlife Signs					
	Apr-09		**●Install four wildlife signs on Meadows and Royal Street**	**Complete**	**Aug-09**
Woodside Avenue					
	Mar-08	●Wintertime traffic flow (request for one-way)	●Meet with neighborhood to understand request request	Complete	Jun-08
	Apr-08			Complete	Aug-08
			●Gather and analyze data on request	**Complete**	**Jan-09**
			●Engineer Study and Report	**Complete**	**Feb-09**
			●Committee Meeting	**Complete**	**Feb-09**
			●Final response to request	**Complete**	**Apr-09**
			●Install advisory signs and stripe	**In Process**	**Oct-09**
Rail Trail Cross Walk @ Wyatt Earp					

2009 Park City Goals & Targets for Action (July - September 2009)

Neighborhood & Business District Needs Assessment

Request for Elevated Levels of Service Request (RELS) Attachment "B" to Quarterly Report

Status Report

Staff met with neighborhood and prioritized requests - Project 1 sidewalk on Deer Vally Drive completed. Bus stop installed. School bus stop pending completion by private developer.

Target for Action / Actions / Staff Coordinator	Target Date	Status	Budget
1. Pedestrian Lighting - Matt Cassel			
1. Install street and pedestrian lights from Stonebridge condos to roundabout	**Jun-10**	**Cost identified**	**State Road Funds Grant**

2009 Park City Goals & Targets for Action (July - September 2009)

Neighborhood & Business District Needs Assessment

Request for Elevated Levels of Service Request (RELS) Attachment "B" to Quarterly Report

Status Report

Staff met with HMBA. Step 6 of RELS

Target for Action / Actions / Staff Coordinator	Target Date	Status	Budget
1. Main Street Improvements			
1. Install integrated sound system on Main Street	Jul-09	Completed	$0
2. Conduct feasibility study	Aug-09		$5,000
3. Install lighting system on each Main Street Building	Oct-09		Pending CIP

City Council
Staff Report

DATE:	**November 12th, 2009**
DEPARTMENT:	**Public Works**
AUTHOR:	**Kent Cashel, Transportation Manager**
	Phyllis Robinson, Sustainability
TITLE:	**Seasonal Housing at the Expanded Transit facility**
TYPE OF ITEM:	Administrative

SUMMARY RECOMMENDATION:
Staff recommends that City Council:

1. Direct Staff to continue design and engineering of the expanded Ironhorse transit facility integrating a seasonal housing component to address City seasonal employee needs.
2. Direct Staff to Issue an RFP for the design and engineering of (up to three floor) seasonal housing building. Staff will return to Council for design contract approval.
3. Affirm its policy direction that the inclusion of seasonal housing for the expanded Transit Facility should serve the City's need to house seasonal workers.

A. Background

In 2002 Park City began operating transit service for Summit County. Expansion of both County and City service has required the addition of vehicles to the City's bus fleet which now includes 28 -35' buses, 5 -20' cutaway vans and the Main Street trolley. These vehicles are housed and maintained at the Public Works facility on Ironhorse Dr. All available storage bays are now occupied and four 35' buses and four 20' buses are currently stored outside.

Storing equipment outside presents several operational problems during the peak of winter (e.g., snow covering buses, engine starting, warming bus interior). Any future expansion of transit service (e.g., Quinn's Junction or the new Park and Ride at Richardson's flat) will require the construction of a new storage and maintenance facility before that service can be implemented.

The search for a site on which to construct a new transit facility began in January 2006. Following an exhaustive property search, the Details of this search are summarized in the timeline below:

January 2006 Facility Needs Analysis

Staff worked with LSC Transportation Consultants, Inc to conduct a facility needs analysis. This analysis forecasts that over the next 20 years the number of buses in Park City Transit's fleet will grow to 64 (55 buses, 1 trolley and 8 vans).

March 2006 Joint PW Facility Team Meets

Initial discussions with Summit County regarding the need for a new transit maintenance and storage facility identified additional City and County needs for expanded Public Works operations facilities.

April 2006 **Available Parcel Analysis**

City and County staff conducted an inventory of parcels that met facility requirements and whose zoning would allow for construction of City and County Public Works facilities. The few parcels that were identified were located on the west and east side of the US-40 corridor from I-80 south to the Summit-Wasatch County line.

May 2006 **Property Negotiations Begin**

Staff begins working with numerous properties that would meet long term needs.

February 2007 **Property Negotiations Cease**

Staff exhausts negotiations on all parcels that would meet long term needs

Feb – May 2007 **Project Updates to City Council**

Staff meets with Council in 3 separate closed sessions to discuss Transit site alternatives. An operational cost analysis prepared by Staff indicates that the Ironhorse parcel is the optimal site alternative. Primary factors in this analysis are:

1. avoidance of deadheading costs of $250,000 per year. Deadheading costs are the labor, fuel and maintenance costs of driving buses to and from a remotely operated facility such as Silver Creek.
2. Avoidance of the substantial costs to build, staff and operate two equipment maintenance facilities (one for City fleet and one for Transit fleet).

Council directs staff to continue to explore Ironhorse site.

October 2007 **Feasibility Analysis**

Staff completed a comprehensive financial engineering feasibility analysis which indicated that the Ironhorse Facility could be expanded to accommodate required transit and storage maintenance space and that the Ironhorse Facility would save approximately $250,000 in annual transit operating expenses over other site alternatives. Staff presents findings of feasibility analysis to Council.

December 2007 **Letter of Intent**

Summit County and Park City Municipal Corp formally execute a letter of intent through Council and Commission action stating that the two parties would cooperate on the financing design and construction of a joint transit operations facility at the Ironhorse location.

This agreement tasked the Joint Transit Advisory Board with developing a project cost sharing methodology.

April 2008 **Environmental Work Completed**
Park City completed required Federal Transit Administration (FTA) environmental study and submitted to the FTA.

July 2008 **FTA Environmental Clearance**
The FTA provided environmental clearance for the project.

August 2008 **FTA Grant Approval**
Staff submitted a project grant proposal to the FTA which was approved with initial federal funding of $2.5 million.

November 2008 **Request for Stimulus Funding**
Staff submits request for $7.5 million to complete project under the American Reinvestment and Recovery Act (Stimulus Bill). Feedback on submittal is that project is very likely to receive $2.5-3 million in ARRA funding (no local match required).

February 2009 **Staff begins A&E Procurement Process**
Staff begins process of procuring required architectural engineering and design services for the project.

April 2009 **Staff completes A&E selection process**
Selection committee comprised of County and City Staff ranks and recommends top ranked firm for project contract.

May 2009 **Council Authorizes Design Contract**
Design and engineering contract executed with Cooper, Roberts, Sorenson Associates.

May 2009 **Staff Presents Project Concept to Planning Commission**
On May 13th Staff presented project concept drawings to the Park City Planning Commission. Staff provided Council with a Manager's Report (May 21st Council Packet) that summarized Commission comments.

May 2009 **Joint Transit Advisory Board Begins Process of Making Recommendation to County\City on Project Cost Sharing**

July 2009 **Council reviews Expanded Transit Facility Design Concept drawings (including 3800 sq' seasonal housing component)**
On July 16th, 2009 Council directed Staff to accomplish three tasks related to a seasonal employee housing building to be constructed at the Ironhorse Site.

a. Working with the Sustainability Team develop design characteristics that best meets the needs and wants of the City's seasonal employee group.
b. Secure architectural and design firm to design and engineer the building.
c. Complete the above, if possible, to allow for construction bidding with the expanded Ironhorse Transit Facility. Council was clear that pursuing completion of the above tasks should not impact the schedule of the Ironhorse Transit Facility expansion.

B. Analysis

Since July 16th Transit Staff has worked with Planning, Building and Sustainability Staff to develop a set of design characteristics for the seasonal housing building. Planning provided code requirement minimums for seasonal housing, Building provided input on facility requirements (elevators, sprinkling, ADA access and etc) and Sustainability conducted research of other ski-resort seasonal housing projects and provided a recommendation of floor plans that would best meet the needs and wants of the City's seasonal employee group.

The following set of building requirements resulted:

- Ability to house all 24 seasonal employees (all shared)
- Three floors
- 6 private rooms per floor
- 200-250 sq' per room
- Rooms configured to accommodate single or double occupancy
- Each room include private bathroom & compact kitchen
- Each floor has communal space where occupants can gather (e.g., TV room)

Staff then prepared a design and construction cost forecast which is found in the table below.

Floors	Rooms	Building Sq'	Housing Capacity (shared)	Low End Construction Budget $150 per sq'	High End Construction Budget $165 per sq'	Estimated Design and Engineering Cost
1	6	1900	12	$ 285,000	$313,500	$35,000
2	12	3800	24	$570,000	$627,000	$ 70,000
3	18	5700	36	$855,00	$940,500	$100,000

Costs of design and engineering of any seasonal housing component will need to be financed with local sources (no federal grant funds are available). Adequate funds to cover design costs exist in the City's Transportation Fund.

Staff has proceeded with the understanding that Council's direction was to provide housing on the Ironhorse site to meet Park City Municipal Corps. seasonal housing needs.

<u>Christian Center Proposal</u>

The Christian Center has developed a campus concept to complement its existing current uses which include a Food Pantry, Thrift Shoppe, Book Store, community outreach and general administration. The dormitory concept (estimated at 50 dorms to accommodate up to 200 people) would provide housing for the seasonal workforce, transitional families and local special event attendees. They would also create a meeting hall with break-out meeting rooms and a commercial serving kitchen, to facilitate a wide variety of year-round needs, such as:

- local and regional smaller meetings and conferences,
- local clubs and associations gatherings,
- special events by local non-profit organizations, charities and churches,
- study / focus groups,
- international seasonal workers weekly dinners,

The Christian Center's preferred location would be adjacent to its new location at 1283 Deer Valley Drive. Staff initially reviewed this proposal in late May as the Christian Center was negotiating a long-term lease with option for the building located at the corner of Deer Valley Drive and Bonanza Drive. Staff conveyed that Public Works project was likely too far along to make additional changes, but continued to evaluate the proposal. Staff met with the Christian Center and the potential builder for their housing proposal on September 29th and October 27th to discuss this proposal.

Staff determined, after careful consideration, that providing space on the Ironhorse and Ironhorse East parcel for the Christian Center's proposal at the current transit project would significantly impact the current project design. Those impacts are:

- Proposal would require a significant portion of the Ironhorse parcel as well as the Ironhorse East parcel. Providing the required property will require a significant reduction in bus storage and maintenance space.
- Proposal would require a complete project redesign.
- Re-design and change in use of the property would require starting the CUP process all over again. It would also require a subdivision because the proposed building would cross lot lines.
- The inclusion of a housing project of the scope proposed on the site would require a new environmental study to meet federal funding requirements.
- Re-design costs would require all local funding.
- May require city to refund all or a portion of federal funding expended to date.

<u>Policy Direction on City's Involvement in Seasonal Housing Projects.</u>

Staff has proceeded with the investigation of a seasonal housing component for the Ironhorse project with the understanding that Council wished to meet its needs and responsibilities as an employer and not the needs and responsibilities of other employers in the area. This understanding was based upon Council's July 16th direction to build a facility sized to address the City's transit operation's seasonal employee demand.

Before proceeding to a design phase for the seasonal housing Staff is requesting Council direction regarding the incorporation of seasonal housing in City projects. This policy direction will guide Staff decision making in not only the Ironhorse project but future projects as well.

(1) Staff has proceeded with the understanding that Council's direction was to provide housing on the Ironhorse site to meet Park City Municipal Corporation's seasonal housing needs. Does Council wish to consider a broader use for this housing site that would extend the use to non-City employees? At the current time employees in seasonal housing make rent payments via payroll deduction. Staff would recommend that this be permitted should there be vacant units following City seasonal recruitment under a master lease with local employer(s) to minimize the property management impact.
(2) Does Council wish to take a further look at the Christian Center housing proposal at this location recognizing the time and funding impacts to the current project.?
(3) Although the concept of securing property adjacent to their new location is preferable, they are willing to consider other locations. Staff will be returning to Council in early December with a discussion of housing uses for existing City-owned property in the Lower Park Avenue RDA. Prior Council direction was that these parcels would be used for permanent housing. At Council direction Staff will examine the feasibility of seasonal housing within the Lower Park Avenue RDA. Council should provide Staff direction if this should is this is something that should be pursued.

ALTERNATIVES

A. Approve The Recommendation.

Staff recommends that City Council:

1. Direct Staff to continue design and engineering of the expanded Ironhorse transit facility integrating a seasonal housing component to address City seasonal employee needs.
2. Direct Staff to Issue an RFP for the design and engineering of (up to three floor) seasonal housing building. Staff will return to Council for design contract approval.
3. Affirm its policy direction that the inclusion of seasonal housing for the expanded Transit Facility should serve the City's need to house seasonal workers.

B. Amend The Recommendation.

Council could amend the project to include the Christian Center's proposed project. This is not Staff's recommendation.

C. Defer the item to a later date.

Council could defer the item to a later date. Deferring a decision to a later date will delay project design and engineering completion. Any delay beyond a couple of weeks would significantly impact bid and construction schedule and jeopardize secured and unsecured federal funding. This is not Staff's recommendation.

D. Do Nothing.

This alternative would have the same impact as Alternative C. This is not Staff's recommendation.

SIGNIFICANT IMPACTS

Staff has pursued planning approval, environmental clearance and federal funding based upon a project design that does not include a major seasonal housing component (such as proposed by the Christian Center. Inclusion of a seasonal housing component will require starting over with environmental work, planning approval, design and engineering and grant approvals. Restarting these tasks will require a significant investment of City staff time, City financial resources and potentially jeopardize secured and unsecured federal funding

RECOMMENDATION

Staff recommends that City Council:

1. Direct Staff to continue design and engineering of the expanded Ironhorse transit facility integrating a seasonal housing component to address City seasonal employee needs.
2. Direct Staff to Issue an RFP for the design and engineering of (up to three floor) seasonal housing building. Staff will return to Council for design contract approval.
3. Affirm its policy direction that the inclusion of seasonal housing for the expanded Transit Facility should serve the City's need to house seasonal workers.

Resolution No. -09

RESOLUTION OF THE BOARD OF CANVASSERS CERTIFYING THE OFFICIAL CANVASSERS' REPORT OF THE NOVEMBER 3, 2009 MUNICIPAL GENERAL ELECTION FOR PARK CITY, UTAH

WHEREAS, UCA 20A-4-301(2), provides as follows:
(2) (a) The mayor and the municipal legislative body are the board of municipal canvassers for the municipality.
(b) The board of municipal canvassers shall meet to canvass the returns at the usual place of meeting of the municipal legislative body:
(i) for canvassing of returns from a municipal general election, no sooner than seven days after the election and no later than 14 days after the election; or
(ii) for canvassing of returns from a municipal primary election, no sooner than three days after the election and no later than seven days after the election.
(c) Attendance of a simple majority of the municipal legislative body shall constitute a quorum for conducting the canvass.

WHEREAS, the Park City General Municipal Election was held on November 3, 2009, with polls located at two locations:

Marsac City Hall, 445 Marsac Ave., Park City, UT serving precincts:
#1 Deer Valley
#2 Old Town South
#31 Deer Valley South
#32 Old Town North
Wasatch County Precinct 13.1

Park City High School, Eccles Center Lobby, 1750 Kearns Blvd., Park City, UT serving precincts:
#3 Prospector
#4 Thaynes Canyon
#33 Sidewinder
#5 Park Meadows South
#6 Quarry Mountain
#35 Park Meadows North

ELECTION RESULTS

The following counts include ballot votes counted on General election night November 3, 2009, early voting ballots, absentee ballots, and provisional ballots verified acceptable for counting by the Summit County Clerk's Office.

MAYOR CANDIDATES	**TOTAL**
Bradley A. Olch	**569**
Dana Williams (incumbent)	**1272**

Mayoral candidate/incumbent Dana Williams received the highest number of votes in this General Election and is hereby certified as duly elected for the office of Mayor for a four year term.

COUNCIL CANDIDATES	TOTAL
Mark Blue	159
Alex Butwinski	1062
Cindy Matsumoto	1172
John Stafsholt	962

Council candidates Cindy Matsumoto and Alex Butwinski received the highest number of votes in this General Election and are hereby certified as duly elected for the office of City Council for a four year term.

GENERAL ELECTION TURNOUT

TURNOUT	
Active Registered Voters	5,387
Number Ballots Cast	1981
Turnout Percentage	37%

An election audit of the electronic voting equipment and tapes of the election was conducted on November 9, 2009, 10:00 a.m. and the findings deemed the equipment to have operated in an accurate manner.

CERTIFICATION

The Board of Canvassers has reviewed this Resolution as the official Canvassers' report and hereby certifies that the election information contained in it is accurate.

PASSED AND ADOPTED this 12th day of November, 2009.

PARK CITY MUNICIPAL CORPORATION
BOARD OF CANVASSERS

____
Councilmember Joe Kernan

____
Councilmember Jim Hier

____
Councilmember Roger Harlan

Councilmember Liza Simpson

Councilmember Candace Ericksen

Attest:

Cindy LoPiccolo, Senior City Recorder

CERTIFICATION

It is hereby certified as follows:

Results of the canvass will be published in the Park Record, a newspaper of general circulation, in the November 18, 2009 edition; and a copy of the canvass will be filed with the Office of the Lieutenant Governor, State Capitol Complex, Suite E325, Salt Lake City, Utah 84114.

Cindy LoPiccolo, Election Officer

City Council
Staff Report

Subject: 515 Main Street
Author: Francisco Astorga
Date: November 12, 2009
Type of Item: Administrative – Plat Amendment

PLANNING DEPARTMENT

Summary Recommendations

Staff recommends the City Council review the application, hold a public hearing and consider approving the 515 Main Street Plat Amendment based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Description

Applicant:	Talisker Main Street LLC, represented by David Smith
Location:	515 Main Street
Zoning:	Historic Commercial Business (HCB) District
Adjacent Land Uses:	Retail
Reason for Review:	Plat amendments require Planning Commission review and City Council approval

Purposes of the HCB District

The purpose of the Historic Commercial Business (HCB) District is to:

A. preserve the cultural heritage of the City's original Business, governmental and residential center,

B. allow the Use of land for retail, commercial, residential, recreational, and institutional purposes to enhance and foster the economic and cultural vitality of the City,

C. facilitate the continuation of the visual character, scale, and Streetscape of the original Park City Historical District,

D. encourage the preservation of Historic Structures within the district,

E. encourage pedestrian-oriented, pedestrian-scale Development,

F. minimize the impacts of new Development on parking constraints of Old Town,

G. minimize the impacts of commercial Uses and business activities including parking, Access, deliveries, service, mechanical equipment, and traffic, on surrounding residential neighborhoods,

H. minimize visual impacts of automobiles and parking on Historic Buildings and Streetscapes, and

I. support Development on Swede Alley which maintains existing parking and service/delivery operations while providing Areas for public plazas and spaces.

J. maintain and enhance the long term viability of the downtown core as a destination for residents and tourists by ensuring a Business mix that encourages a high level of vitality, public Access, vibrancy, activity, and public/resort-related attractions.

Background

On April 1, 2009 the City received a completed application for the 515 Main Street Plat Amendment. The property is located at 515 Main Street in the HCB District. The proposed plat amendment combines Lot 5 and portions of Lot 4, 6, 41, 42, and 43 in Block 9, Park City Survey into one lot of record. The proposed new lot will be 3,757 square feet in size.

The site has been identified as a Significant Site by the Historic Site Inventory adopted by the Historic Preservation Board in February 2009. The site is located in the heart of historic Main Street, which is surrounded by commercial/retail land use. The subject area is surrounded by Landmark Sites to the North and the South. The site to the south (511 Main St.) has a one-story frame 1-part block building, built in the 1910's, which houses a retail shop. The site to the north (523 Main St.) has a two-story frame 2-part block building, built circa 1900, which houses also houses a retail shop.

The applicant wishes to combine the lots into one (1) lot to facilitate the use of a new outdoor dining area on the property. A Historic District Design Review application was submitted to the City which included adding a retractable awning, bracing the front façade, adding mechanical equipment on the roof, and adding clerestory windows on the south elevation towards the rear of the building. Work also included building an outdoor patio. Staff found the request compliant with the Historic District Design Guidelines. A building permit was issued for the work, since most of the requested work did not take place over the lot lines. The Park City Building Dept. gave a conditional permit for the work on the patio with a condition that the plat amendment be approved which removes the under lying lot lines. An administrative Conditional Use Permit for the outdoor dining was also submitted to the City for review. It was determined by the City that that the plat amendment application had to be approved prior to the consideration of the outdoor dining permit.

Other than building permits, sign permits and Sundance related permits, there have been no land use applications for the building or the lots.

The Planning Commission reviewed this request during their October 28, 2009 regular meeting. A public hearing was held and the Commission forwarded a positive recommendation to the City Council. No public comments were made.

Analysis
The proposed plat amendment creates one (1) lot from Lot 5 and portions of Lots 4, 6, 41, 42, and 43 in Block 9, Park City Survey, within the HCB District. Staff has reviewed the proposed plat amendment and found compliance with the following Land Management Code (LMC) requirements for lot area, size and width:

	LMC requirement	Proposed
Minimum lot area	1,250 sq. ft.	3,757 sq. ft.
Minimum lot width	25 ft.	47.81 ft.
Minimum lot depth	50 ft.	78.71 ft.

Staff finds good cause for this plat amendment as the combined lot will clean up the various lot lines through the Historic Site, including the building. The combination will also facilitate the use of an outdoor dining area on the pad located north of the building, which meets the purpose of the HCB District. All future construction must comply with the LMC requirements for the HCB District including compliance of the Design Guidelines for Historic Districts.

There is a small strip of land located on the rear portion of this site which contains portions of Lot 41, 42, and 43 and are part of this lot combination. This strip of land is approximately 3.5 feet wide. The historic building was built on top of these lots as indicated on the submitted survey (Exhibit C). The building encroachment on the rear lots is approximately 114 square feet. The land was deeded to the applicant (constituting an illegal subdivision) by the property owner to the west (who formerly owned the subject property) in 2007.

The three residential lots located to the rear of the subject property do not comply with the minimum lot area requirement within the Historic Residential (HR-2) District, which is 1,875 square feet, as prescribed in LMC §15-2.3-4(A). The affected lots are Lot 41, 42, and 43 of Block 9 of the Park City Survey, parcel no: PC-143, PC-124-D, and PC-124-D-1, respectively. Staff has notified the property owner of this non-compliance (Exhibit D) outlining the issue and their specific options for future development, which includes a request to the Board of Adjustments for a variance or a plat amendment application which would comply with current development standards.

To serve as a notice and to protect future ownership Talisker is placing a notice of interest on the portion of those lots which they own which indicates that the three (3) lots do not comply with the minimum lot area and that development will not be able to move forward until the issue is resolved. The notice will be recorded at the County Offices to aid and facilitate accurate and efficient research on these lots (see Exhibit D).

The building located to the south, 511 Main Street (Landmark Site), sits on the remaining bottom portion of Lot 4 and also on the top portion of Lot 3. The lot line goes right through the middle of the building (see Exhibit C). The building located to the north, 523 Main Street (Landmark Site), sits on the remaining top portion of Lot 6. It also encroaches six inches (6”) on to the area owned by the applicant for the entire length of the building. The applicant is willing to grant the owner of this building consent to encroach. Both of these Landmark Sites do not comply with the minimum lot width requirement of twenty-five feet (25’) or the minimum lot area of 1,250 square feet. Because of the historic nature of the sites, which includes these historic buildings, Staff does not find a dilemma with these discrepancies.

<u>Planning Commission Discussion</u>
Due to the age of the building (built circa 1898) it can be determined that the rear building encroachment has existed for over a hundred years and has acquired historical significance. The rear encroachment addition is shown on the 1900 and 1907 Sanborn Insurance Maps, which matches the 1968 tax record and the existing footprint of the building, which is 73 feet deep by 32 feet wide. Staff estimates that this rear encroachment addition was built sometime between 1889 and 1900. Also according to the applicant Coalition Title has confirmed that the strip along the north side of 515 Main Street (i.e., the south half of Lot 6) was acquired by previous property owner just over 20 years ago but Lot 6 was actually split into its current configuration in 1895, which matches the approximate date of when the building was constructed, circa 1900. Even though the lots have not been requested to be re-configured until now, there is an indication that the current configuration was historically distinguished.

The site to the west, 526 Park Avenue, Lot 41, has a front-facing gable-roofed frame house built circa 1897. This site has been identified as a Significant Site by the Historic Site Inventory. The submitted survey (Exhibit C) also shows a small storage shed towards the back, which is not listed in the Historic Site Inventory. Lots 42 and 43 are both vacant lots with the exception of the storage shed towards the back as shown on Exhibit C. This shed is also not listed in the Historic Site Inventory. The survey also shows that the roof of the storage shed is attached to the 515 Main Street building. The applicant is willing to grant the owner of this storage shed a consent to encroach, which outlines the flashing affixed to the shed is also attached to the building.

Staff discussed this lot combination with the Planning Commission during their October 28, 2009 meeting. The Planning Commission concurred with Staff with the conclusion of good cause for this plat amendment. Approval of this lot combination will clean up the lot lines on site, memorializing the Park City Survey lot and remaining lot portions into one lot of record but at the same time it will create three (3) non-compliant lots on Park Avenue and two (2) non-compliant lots on Main Street.

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 1-18. Staff review of a Building Permit is not publicly noticed nor subject to review by the Planning Commission unless appealed.

Department Review

This project has gone through an interdepartmental review. All items have been addressed throughout this staff report.

Notice
The property was posted and notice was mailed to property owners within 300 feet. Legal notice was also put in the Park Record.

Public Input
No public input has been received by the time of this report.

Alternatives

- The City Council may approve the 515 Main Street Plat Amendment as conditioned or amended; or
- The City Council may deny the 515 Main Street Plat Amendment and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on 515 Main Street Plat Amendment.
- The City Council may remand the item back to the Planning Commission for specific discussion on topics and/or findings.

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

Consequences of not taking the Suggested Recommendation
The lots would remain as is. No construction across lot lines could occur.

Recommendation
Staff recommends the City Council review the application, hold a public hearing and consider approving the 515 Main Street 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
Exhibit B – Aerial Photograph
Exhibit C – Survey
Exhibit D – Letter to adjacent (rear) property owner
Exhibit E – County Tax Map

Exhibit A: Draft Ordinance

Ordinance No. 09-

AN ORDINANCE APPROVING THE 515 MAIN STREET AVENUE PLAT AMENDMENT LOCATED AT 515 MAIN STREET, PARK CITY, UTAH.

WHEREAS, the owner of the property located at 515 Main Street has petitioned the City Council for approval of the plat amendment; and

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

WHEREAS, proper legal notice was sent to all affected property owners; and

WHEREAS, the Planning Commission held a public hearing on October 28, 2009, to receive input on plat amendment; and

WHEREAS, the Planning Commission, on October 28, 2009, forwarded a positive recommendation to the City Council; and,

WHEREAS, on November 12, 2009, 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 515 Main Street Plat Amendment.

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

SECTION 1. APPROVAL. The 515 Main Street Plat Amendment as shown in Attachment 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 515 Main Street.
2. The zoning is Historic Commercial Business (HCB).
3. The proposed lot is 3,757 square feet in size.
4. The current minimum lot size within the HCB District is 1,250 sq. ft.
5. The lot width of the proposed lot is 47.81 feet.
6. The current minimum lot width within the HCB District is 25 feet.
7. The lot depth of the proposed lot is 78.71 feet.
8. The current minimum lot depth within the HCB District is 50 feet,
9. The site contains a historic building.
10. The site has been identified as a Significant Site by the Historic Site Inventory.

11. The plat amendment will clean up the various lot lines through the site, including under the historic building.
12. There is a building encroachment of six inches (6”) by the building located on adjacent property to the north (523 Main Street).
13. The applicant is willing to grant the owner of the building to the north consent to encroach.
14. The existing building located at 515 Main Street encroaches over the rear property line on to Lot 42 and 43 for a distance of approximately three and half feet (3.5”) for the entire width of the building of approximately 32 feet.
15. To serve as a notice and to protect future ownership Talisker is placing a notice of interest on the portion of those lots which they own which indicates that the three (3) lots do not comply with the minimum lot area and that development will not be able to move forward until the issue is resolved. The notice will be recorded at the County Offices to aid and facilitate accurate and efficient research on these lots.
16. The Park City Building Dept. gave a conditional permit for the work on the patio with a condition that the plat amendment be approved which removes the under lying lot lines.
17. All findings within the Analysis section and the recitals above are incorporated herein as findings of fact.

<u>Conclusions of Law:</u>

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.

<u>Conditions of Approval:</u>

1. The City Attorney and City Engineer must review and approve the final form and content of the plat amendment for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant shall record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year’s time, this approval for the plat will be void.
3. To serve as a notice and to protect future ownership the applicant will place a notice of interest on the portion of those lots which they own which indicates that the three (3) lots do not comply with the minimum lot area and that development will not be able to move forward until the issue is resolved. The notice will be recorded at the County Offices to aid and facilitate accurate and efficient research on these lots.
4. The applicant will issue encroachment agreements to the corresponding owners that will indicate the encroachment of the building to the north and the affixed flashing of the storage shed to the west.

<u>SECTION 2. EFFECTIVE DATE.</u> This Ordinance shall take effect upon publication.

Attachment A – Proposed Plat

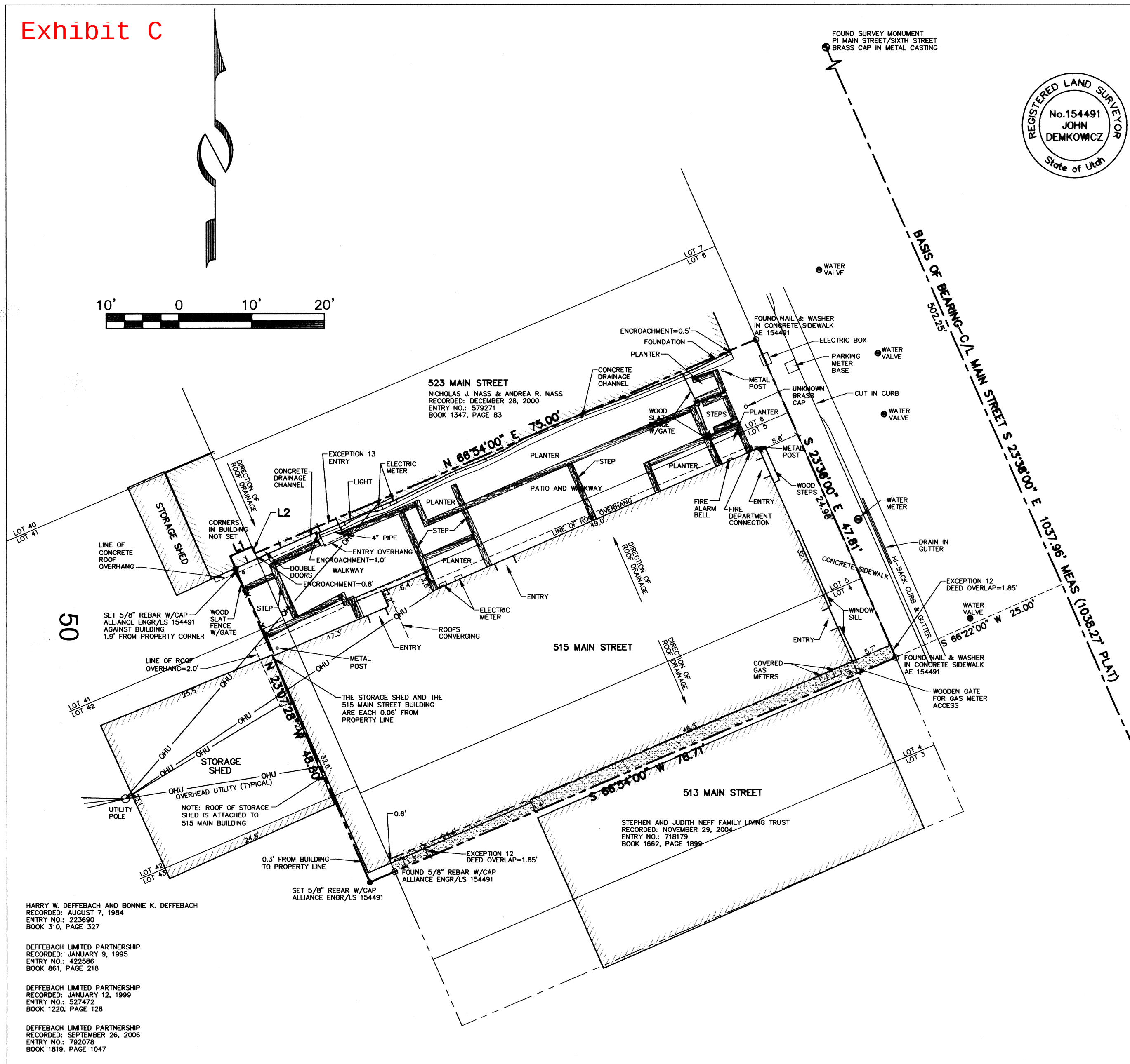
[redacted]

Attachment A

Exhibit B


515 Main Street
Aerial Vicinity Map
Main
Swede
Park
5th
5th
0
50
100
200
Feet
PARK CITY
1884

Exhibit C



HARRY W. DEFFEBACH AND BONNIE K. DEFFEBACH
RECORDED: AUGUST 7, 1984
ENTRY NO.: 223690
BOOK 310, PAGE 327

DEFFEBACH LIMITED PARTNERSHIP
RECORDED: JANUARY 9, 1995
ENTRY NO.: 422586
BOOK 861, PAGE 218

DEFFEBACH LIMITED PARTNERSHIP
RECORDED: JANUARY 12, 1999
ENTRY NO.: 527472
BOOK 1220, PAGE 128

DEFFEBACH LIMITED PARTNERSHIP
RECORDED: SEPTEMBER 26, 2006
ENTRY NO.: 792078
BOOK 1819, PAGE 1047

FOUND SURVEY MONUMENT
PI MAIN STREET AND FOURTH STREET
NAIL IN ASPHALT

50

SURVEYOR'S CERTIFICATE

REGISTERED LAND SURVEYOR No.154491 JOHN DEMKOWICZ State of Utah

To Talisker Main Street, LLC and Park City Title Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA, ACSM and NSPS in 2005, and includes Items 1, 4, 7a, 8, 10, 11, 13 and 14 of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA, NSPS, and ACSM and in effect on the date of this certification, undersigned further certifies that the Positional Uncertainties resulting from the survey measurements made on the survey do not exceed the allowable Positional Tolerance.

4-10-07
Date

John Demkowicz, No. 154491

LEGAL DESCRIPTION

A parcel of land located in the southeast quarter of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point that is North 23°38'00" West 88.15 feet (prorated 88.08 feet) from the southeast corner of Block 9, Park City Survey, said point also being South 23°38'00" East 502.25 feet and South 66°22'00" West 25.00 feet from the survey monument at the intersection of Main Street and Sixth Street, Park City Survey, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah; and running thence South 66°54'00" West 78.71 feet; thence North 23°07'28" West 48.80 feet; thence North 66°22'00" East 3.28 feet; thence South 23°38'00" East 1.02 feet; thence North 66°54'00" East 75.00 feet to the easterly line of said Block 9, Park City Survey; thence along the easterly line of Block 9 South 23°38'00" East 47.81 feet to the point of beginning.

Description contains 3,757 square feet.

The basis of bearing for the above description is South 23°38'00" East between the survey monument at the intersection of Main Street and Sixth Street and the survey monument at the intersection of Main Street and Fourth Street, Park City Survey.

NARRATIVE

1. This survey is performed in conjunction with a Commitment for Title Insurance issued by Park City Title Company dated March 27, 2007 as File No. 17422.
2. The following exceptions in Schedule B, Section II of the title commitment dated March 27, 2007 as File No. 17422 are not addressed by this survey: 1–11 and 14–15.
3. Underground utilities are not within the scope of this survey.
4. A proration of 0.99926 is applied to plat distances to conform with measured right–of–way monuments.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 66°22'00" E	3.28
L2	S 23°38'00" E	1.02

(435) 649-9467
Alliance Engineering Inc
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

STAFF:
MARSHALL KING
BLAKE MYERS
MARTY MORRISON

DATE: 4/10/07

SHEET 1 OF 1

ALTA/ACSM LAND TITLE SURVEY
515 MAIN STREET

FOR: TALISKER
JOB NO.: 1-1-01
FILE: X:\ParkCitySurvey\dwg\srv\srvy01\010101.dwg

Exhibit D

PARK CITY
1884

Building • Engineering • Planning

October 14, 2009

Bonnie Deffebach
Deffebach Limited Partnership
1534 N. Beverly Drive
Beverly Hills, CA 90210

RE: Lots 41, 42, and 43, Block 9, Park City Survey

Dear Ms. Deffebach:

The Park City Planning Department is currently reviewing a plat amendment to create one (1) lot of record at 515 Main Street. During this review process we have learned that three (3) Old Town lots owned by you do not comply with the minimum lot area requirement within the Historic Residential (HR-2) District, which is 1,875 square feet, as prescribed in Land Management Code (LMC) §15-2.3-4(A). The affected lots are Lot 41, 42, and 43 of Block 9 of the Park City Survey, Parcel No.: PC-143, PC-124-D, and PC-124-D-1, respectively.

In order to construct a building or other improvements the Planning Department must review the application to determine whether the proposal complies with all applicable development requirements of the zoning district.

You may submit a plat amendment application which requests to re-plat the configuration of the lots which would comply with the development standards of the LMC, including the minimum lot area. Specific information about plat amendments can be found in LMC §15-7. Development will only be able to move forward once you comply with development standards for the district.

The site (515 Main Street) has been identified as a Significant Site by the Historic Site Inventory adopted by the Historic Preservation Board in February 2009. The building is a one-part block building with a faux façade built around 1898. Most of the structure sits on Lots 4 and 5, but it also encroaches over the rear property line onto Lots 42 and 43. This historic structure's lot line encroachment causes a unique situation given that the encroachment has existed over 100 years.

According to LMC §15-10-8 the Board of Adjustments may hear applications for special exceptions to the terms of the LMC, which apply to variances, modifications of non-conforming uses, etc. Any person desiring a waiver or modification of the requirements of the LMC as applied to a parcel or property that he/she owns, leases, or in which he/she holds some other beneficial interest may apply to the Board of Adjustments for a variance from the terms of the LMC. Specific information about the variance application, process, and conditions can be found on LMC §15-10-9.

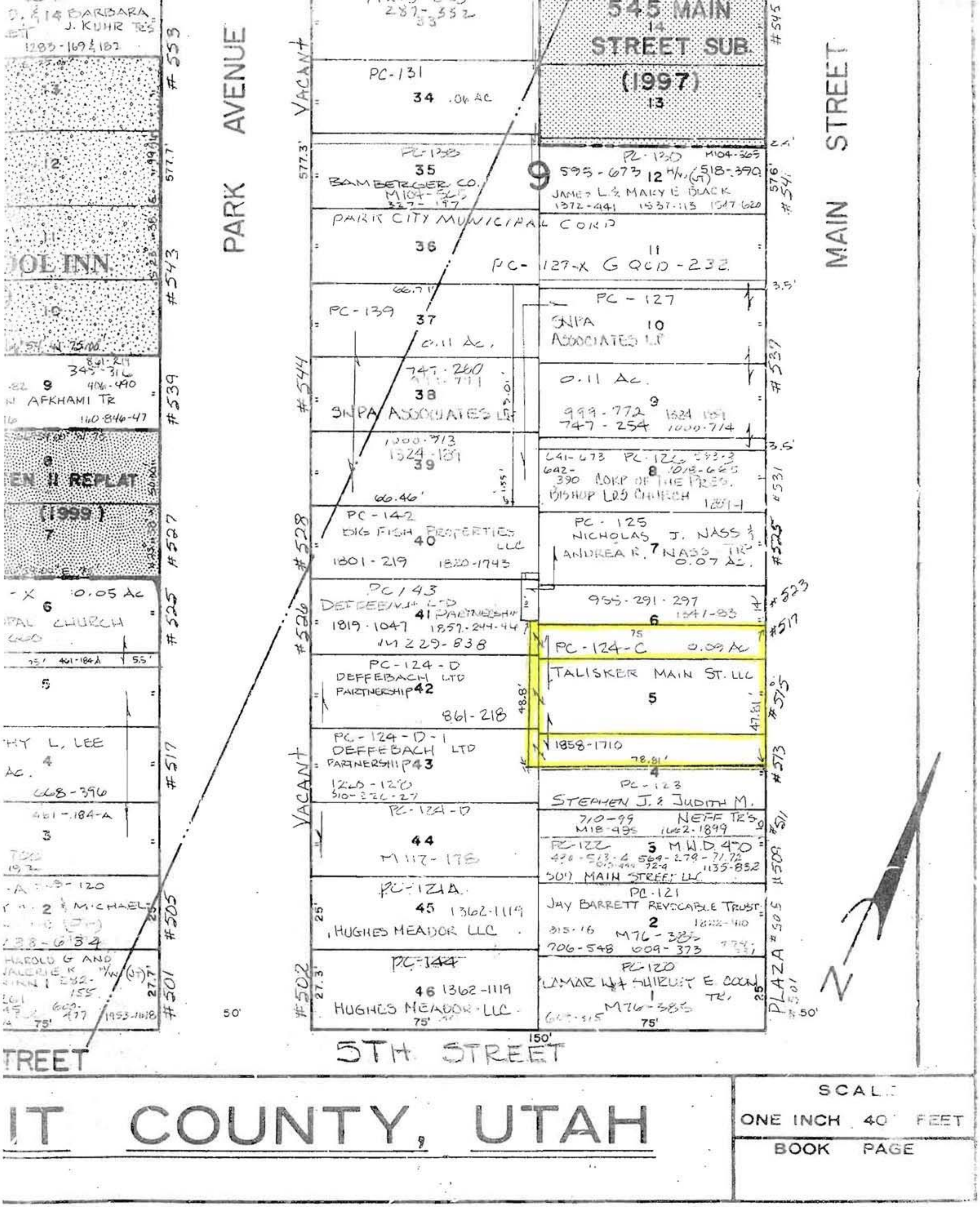
To serve as a notice and to protect future ownership Talisker is placing a notice of interest on the portion of those lots which they own which indicates that your three (3) lots do not comply with the minimum lot area and that development will not be able to move forward until this issue is resolved. This notice will be recorded at the County Offices to aid and facilitate accurate and efficient research on these lots. Feel free to contact us should you have any questions.

Respectfully,

F. astorga

Francisco Astorga
Planner

cc: 515 Main Street Plat Amendment file
Thomas Eddington Jr., Planning Director
Ron Ivie, Chief Building Official
Polly Samuels-McLean, Assistant City Attorney
Peterson – Calder Real Estate Group


545 MAIN STREET SUB. (1997)
PARK AVENUE
MAIN STREET
5TH STREET
VACANT
PC-131
34 .06 AC
PC-133
35
BAMBERGER CO.
M104-565
327-197
9
PC-130
595-673 12
518-390
JAMES L. & MARY E. BLACK
1372-441 1537-115 1547-620
PARK CITY MUNICIPAL CORP
36
PC-127-X G QCD-232
11
PC-139
37
0.11 Ac.
PC-127
SNPA ASSOCIATES LP
10
747-260
38
SNPA ASSOCIATES LP
0.11 Ac.
9
999-772
747-254
1000-714
1000-713
1524-181
39
66.46'
641-673 PC-126
642-390
8
CORP OF THE PRES. BISHOP LDS CHURCH
PC-142
BIG FISH PROPERTIES LLC
40
1801-219 1820-1743
PC-125
NICHOLAS J. NASS & ANDREA R. NASS TR
7
0.07 AC.
PC 143
DEFFEBACH LTD PARTNERSHIP
41
1819-1047 1857-244-447
M 229-838
955-291-297
6
75
PC-124-C 0.09 Ac
TALISKER MAIN ST. LLC
5
1858-1710
78.81'
47.81'
48.8'
PC-124-D
DEFFEBACH LTD PARTNERSHIP
42
861-218
PC-124-D-1
DEFFEBACH LTD PARTNERSHIP
43
4
PC-123
STEPHEN J. & JUDITH M. NEFF TR'S
710-99
M18-495
1642-1899
PC-124-D
44
M117-178
PC-122
3 M.W.D. 470
1135-852
509 MAIN STREET LLC
PC-121A
45 1362-1119
HUGHES MEADOR LLC
PC-121
JAY BARRETT REVOCABLE TRUST
2
M76-385
706-548 609-373
PC-144
46 1362-1119
HUGHES MEADOR LLC
PC-120
LAMAR W. & SHIRLEY E. COON TR.
1
M76-385
75'
150'
50'
PLAZA
#553 #543 #539 #527 #525 #517 #505 #501
#544 #528 #526 #502
#545 #541 #537 #531 #525 #523 #517 #515 #513 #511 #509 #505 #501
AFKHAMI TR
0.05 Ac
CHURCH
L. LEE
SCHOOL INN
REPLAT (1999)
N
IT COUNTY, UTAH
SCALE
ONE INCH 40 FEET
BOOK PAGE

5.

Exhibit E

City Council
Staff Report

PARK CITY 1884 PLANNING DEPARTMENT

Subject: **Matthes Condominium**
Author: **Francisco Astorga**
Date: **November 12, 2009**
Type of Item: **Administrative – Condominium Record of Survey**

Summary Recommendations
Staff recommends the City Council review the application, hold a public hearing, and consider approving the Matthes Condominium Plat based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Description

Applicant:	Magdalena Matthes
Location:	1110 Empire Avenue
Zoning:	Historic Residential (HR-1) District
Adjacent Land Uses:	Residential
Reason for Review:	Condominium Record of Survey require Planning Commission review and City Council approval

Purpose of the HR-1 District
The purpose of the Historic Residential HR-l District is to:

A. preserve present land Uses and character of the Historic residential Areas of Park City,
B. encourage the preservation of Historic Structures,
C. encourage construction of Historically Compatible Structures that contribute to the character and scale of the Historic District and maintain existing residential neighborhoods,
D. encourage single family Development on combinations of 25' x 75' Historic Lots,
E. define Development parameters that are consistent with the General Plan policies for the Historic core, and
F. establish Development review criteria for new Development on Steep Slopes which mitigate impacts to mass and scale and the environment.

Background
On Aug 31, 2009, the City received a completed application for a Condominium Record of Survey for a duplex located at 1110 Empire Avenue in the HR-1 District. The property is Lot 1 of the Matthes Subdivision. Approval of the Condominium Record of Survey would allow for each unit to be sold separately.

In June 2008, the Park City Council approved the Matthes Subdivision. The plat was recorded in September 2008. The approved plat combined lots 28 and 29 into one lot of record. There was an existing, non-historic single family dwelling on the property at the time. An earlier subdivision approval took place in January 2007. The applicant failed to record the plat amendment at the County within one year from the date of City Council approval, and therefore, the approval and the plat were voided.

In September 2007, the Planning Commission reviewed and approved a Conditional Use Permit (CUP) for a duplex and a CUP for development on steep slopes. These approvals were given a condition of approval that requested the applicant to submit a building permit application within one year of the approval date. A building permit was submitted to the Park City Building Dept. in February 2008. The Historic District Design review took place in January 2007. The demolition permit for the non-historic home took place in September 2008.

A variance was granted by the Board of Adjustment on December 19, 2006, to reduce the minimum lot size allowed for a duplex from 3,750 square feet to 3,712.5 square feet. According to the Land Management Code, variances run with the land.

The Planning Commission reviewed this request during their October 28, 2009 regular meeting. A public hearing was held and the Commission forwarded a positive recommendation to the City Council. No public comments were made.

<u>Analysis</u>

Staff finds good cause for this condominium conversion as the units can be sold separately. The lot size is consistent with the pattern of development in the neighborhood. A duplex is proposed to be built on the lot once the condominium conversion is completed. Unit A is 2,282 square feet in size, while unit B is 2,243 square feet. The applicant requests to create a Condominium Record of Survey in order to receive financing for the project.

	Permitted	Proposed
Height	27’	27’ with pitched roof
Front setback	10’	10’
Rear setback	10’	10’
Side setbacks	5’ min, 10’ total	5’ on north, 5’ on south
Lot size	3,750 square feet for a duplex	3,712.5 square feet (received a variance for a duplex)
Footprint	1,506.7 square feet	1,506 (conceptually)
Parking	2 per dwelling unit	2 per dwelling unit

<u>Process</u>

The approval of this application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC 1-18.

<u>Department Review</u>

This project has gone through an interdepartmental review. The Park City Water Dept. recommends that the each unit has its own water meter. The Park City Legal Dept.

recommends that there be a tie breaker mechanism included in the CC&Rs. No other issues were brought up at that time.

Notice

The property was posted and notice was mailed to property owners within 300 feet. Legal notice was also put in the Park Record.

Public Input

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

Alternatives

- The City Council may approve the Matthes Condominium Plat as conditioned or amended; or
- The City Council may deny the Matthes Condominium Plat and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on Matthes Condominium Plat.
- The City Council may remand the item back to the Planning Commission for specific discussion on topics and/or findings.

Significant Impacts

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

Consequences of not taking the Suggested Recommendation

The units could not be sold separately.

Recommendation

Staff recommends the City Council review the application, hold a public hearing, and consider approving the Matthes Condominium Plat 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 Condominium Record of Survey Plat
Exhibit B – Vicinity/Aerial Map
Exhibit C – Original Subdivision Plat

Exhibit A: Draft Ordinance

Ordinance No. 09-

AN ORDINANCE APPROVING THE MATTHES CONDOMINIUM PLAT LOCATED AT 1110 EMPIRE AVENUE, PARK CITY, UTAH.

WHEREAS, the owner of the property located at 1110 Empire Avenue has petitioned the City Council for approval of the Matthes Condominium Plat; and

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

WHEREAS, proper legal notice was sent to all affected property owners; and

WHEREAS, the Planning Commission held a public hearing on October 28, 2009, to receive input on Matthes Condominium Plat; and

WHEREAS, the Planning Commission, on October 28, 2009, forwarded a positive recommendation to the City Council; and,

WHEREAS, on November 12, 2009, the City Council held a public hearing to receive input on the condominium plat; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Matthes Condominium Plat.

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

SECTION 1. APPROVAL. The Matthes Condominium Plat as shown in Attachment 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 1110 Empire Avenue.
2. The property is located in the HR-1 District.
3. The duplex dwelling is a conditional use with the HR-1 District.
4. The applicant has received a conditional use permit by the Park City Planning Commission to build a duplex.
5. The minimum lot size for a duplex is 3,750 square feet.
6. The applicant was granted a variance by the Park City Board of Adjustment to build a duplex within a lot of 3,712.5 square feet.
7. The duplex complies with the setback requirements of the HR-1 District.
8. The LMC requires two parking spaces per unit for a duplex.

9. Each unit has two dedicated parking spaces within the site.
10. Unit A is 2,282 square feet in size; Unit B is 2,243 square feet in size.
11. The findings within the Analysis section and recitals above are incorporated herein.

Conclusions of Law:

1. There is good cause for this condominium record of survey.
2. The record of survey 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 record of survey.
4. Approval of the record of survey, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

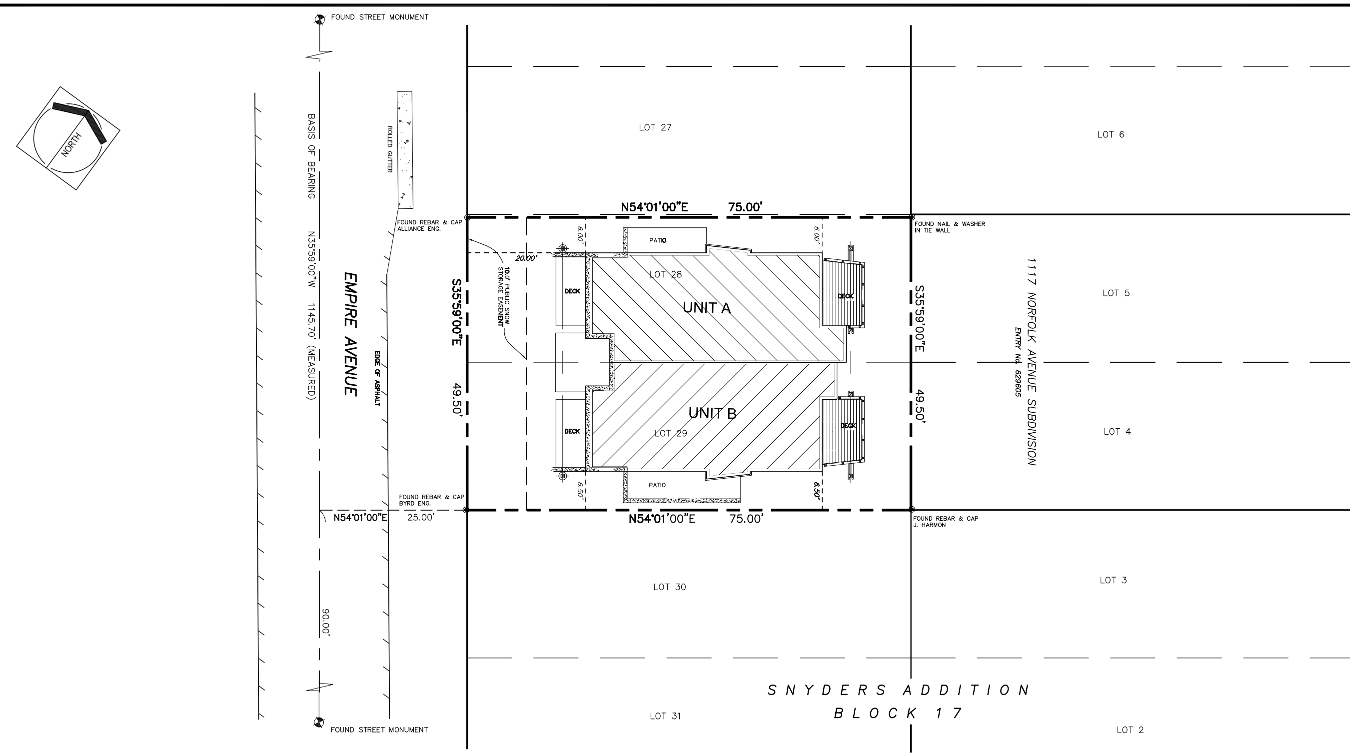
1. The City Attorney and City Engineer must review and approve the final form and content of the Record of Survey for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant shall record the record of survey at the County 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.
3. Each unit shall have owner water meter.
4. The CC&Rs shall include a tie breaker mechanism.
5. A 10 foot wide snow storage easement shall be dedicated to the City along the properties frontage.
6. Modified 13-D sprinklers shall be installed in all new construction

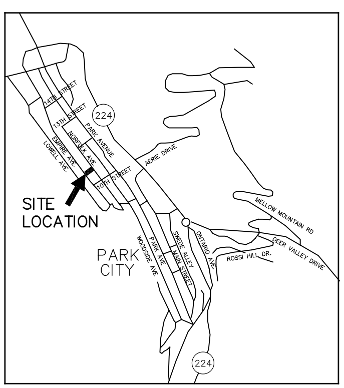
SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 12th day of November, 2009.

Attachment 1 – Proposed Condominium Plat

Attachment A - Proposed Condominium Plat





VICINITY MAP

59

LEGEND

- FOUND STREET MONUMENT (AS NOTED)
- SET CORNER (AS NOTED)
- PRIVATE OWNERSHIP
- LIMITED COMMON AREA
- COMMON AREA

UNIT SQUARE FOOTAGE	
UNIT A	2282 S.F.
UNIT B	2243 S.F.

NOTES:

1. Interior dimensions shown are to finished surfaces.

2. All structural elements are designated as common areas. (See additional Notes on sheet 3).

3. Refer to Declaration of Condominium for complete description of ownership.

4. All building ties to property line are perpendicular.

5. The address of Units A and B is 1110 Empire Avenue, Unit # .

6. Units A and B of this Condominium Development are served by a common private wastewater line. The Matthes Condominium Homeowners Association shall be responsible for ownership, operation, and maintenance of the common private wastewater line.

0 5 10 20 30
SCALE: 1"=10'

OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents: That Maggie Matthes, the owner of the tract of land described herein as the MATTHES CONDOMNIUM, a Utah Condominium Project located on said tract of land, has caused a survey to be made and this Record of Survey Map to be prepared does hereby give its consent to the recordation of the Record of Survey Map and submit this property to the Utah Condominium Ownership Act. Further, the owner does hereby irrevocably offer for dedication to Park City Municipal Corporation, the Synderville Basin Water Reclamation District, the Park City Fire Protection District, a non-exclusive easement over the utility easements, and snow storage easements shown on this plat for the purpose of providing access for utility installation, maintenance, use and eventual replacement, in accordance with an irrevocable offer of dedication. The owner further certifies all buildings will be built as shown.

In witness whereof, the undersigned has set its hand on this ____ day of _________ 2009.

By: ____________________________
Maggie Matthes, Owner

ACKNOWLEDGMENT

State of Utah }
County of Summit }

On the _____ day of __________ , 2009, personally appeared before me the undersigned Notary Public in and for the said State and County, Maggie Mathes, who after being duly sworn, acknowledged to me that she is the Owner of the herein described tract of land, and that the foregoing instrument was signed on her behalf.

____
Notary Public

Residing at: ______________________
My commission expires: ______________

BOUNDARY DESCRIPTION

The South 24.5 feet of Lot 28, and All of Lot 29, Block 17, Snyder's Addition to Park City, according to the Official Plat thereof, on file and of record in the Summit County Recorder's Office, Summit County, Utah.

SURVEYOR'S CERTIFICATE:

I, Russell E. Campbell, do hereby certify that I am a Professional Land Surveyor and that I hold Certificate No. 316833 as prescribed under the laws of the State of Utah, and that I have caused to be made under my direct supervision and by the authority of the owner, this Record of Survey Map of MATTHES CONDOMINIUM, a Utah Condominium Project, in accordance with the provisions of Section 57-8-13 of the Utah Condominium Ownership Act. I further certify that the building and property are shown correctly.

____
Russell E. Campbell, L.S. 316833 Date

RECORD OF SURVEY MAP

MATTHES CONDOMINIUM

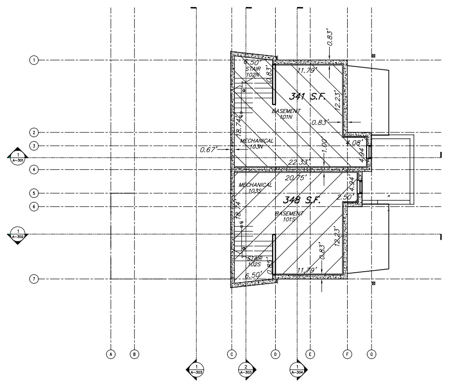
A UTAH CONDOMINIUM PROJECT

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

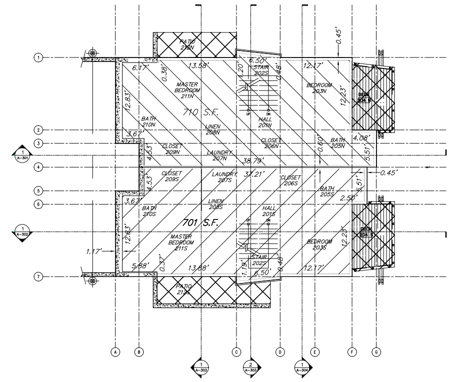
SHEET
1 of 3

CERTIFICATE OF ATTEST	PLANNING COMMISSION	CITY ENGINEER	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	APPROVAL AS TO FORM	RECORDED

BASELINE SURVEYING, Inc
1058 East 2100 SOUTH
Salt Lake City, UT 84106 (801) 209-2152



A-101



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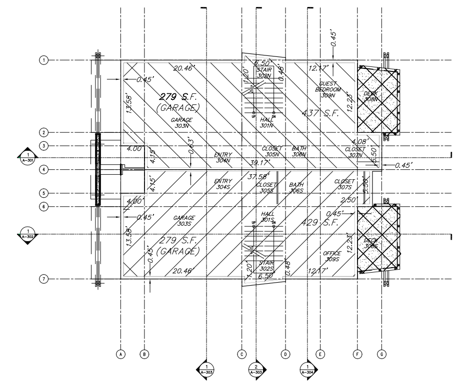

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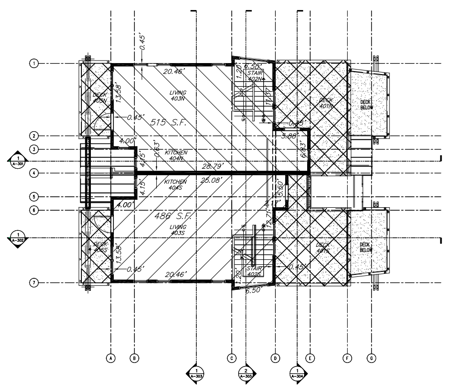


A-104

SCALE: 1"=10'

MATTHES CONDOMINIUM

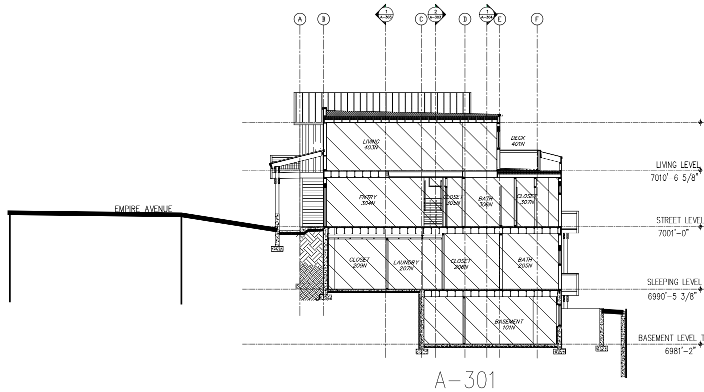
A UTAH CONDOMINIUM PROJECT

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

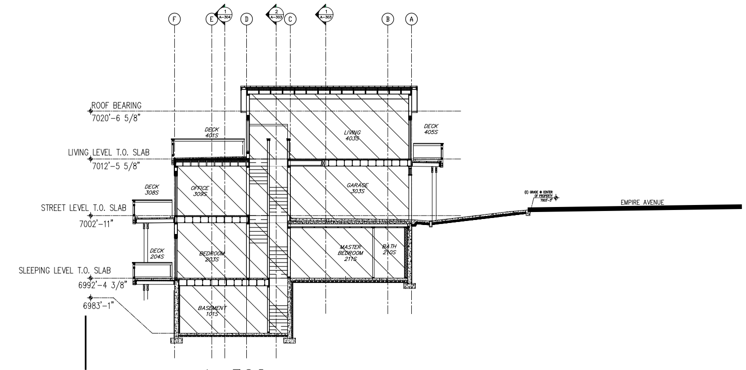
SHEET
2 of 3

BASELINE SURVEYING, Inc
1058 East 2100 SOUTH
Salt Lake City, UT 84106 (801) 209-2152

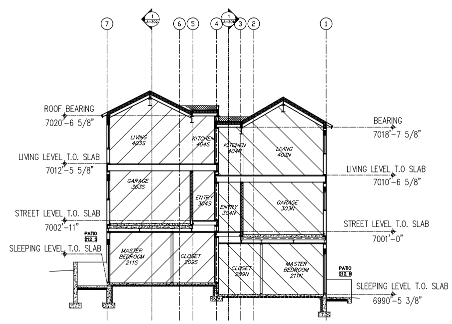
RECORDED



A-301
SOUTH



A-302
NORTH



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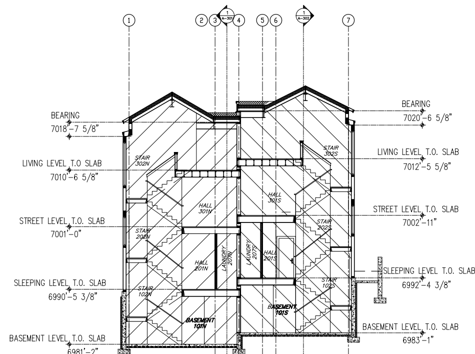
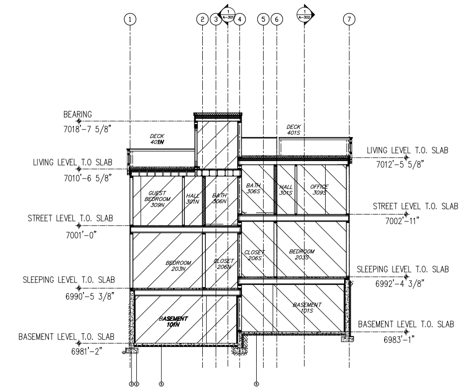
SOUTH NORTH



A-303
NORTH SOUTH



A-304
NORTH SOUTH

0 5 10 20 30
SCALE: 1"=10'

MATTHES CONDOMINIUM

A UTAH CONDOMINIUM PROJECT

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

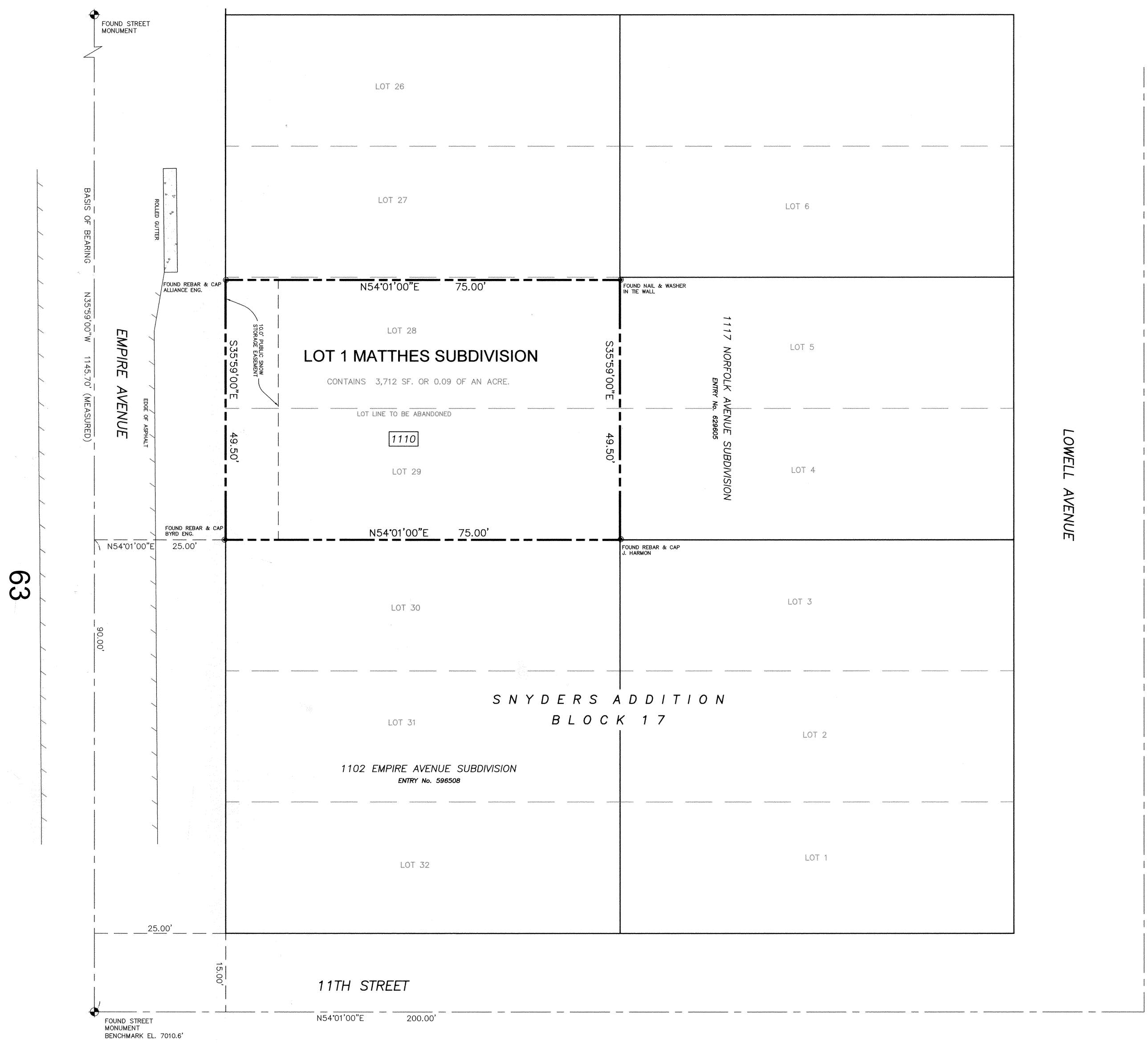
SHEET
3 of 3

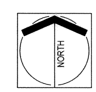
BASELINE SURVEYING, Inc
960 East Atkin Avenue
Salt Lake City, UT 84106 (801) 209-2152

RECORDED

Exhibit B – Vicinity/Aerial Map

Exhibit C – Original Subdivision Plat





LEGEND

- FOUND REBAR & CAP (AS NOTED)
- SET REBAR AND CAP, LS 316833
- 1110 ADDRESS ON EMPIRE AVENUE

0 10 20 40 60

SCALE: 1"=20'

LOT 29 AMENDED DESCRIPTION

The South 24.5 feet of Lot 28, and All of Lot 29, Block 17, Snyder's Addition to Park City, according to the Official Plat thereof, on file and of record in the Summit County Recorder's Office, Summit County, Utah.

SURVEYOR'S CERTIFICATE:

I, Russell E. Campbell, do hereby certify that I am a Professional Land Surveyor and that I hold Certificate No. 316833 as prescribed under the laws of the State of Utah. I further certify that a boundary survey has been made of the land shown on this plat and described hereon and that this plat is a correct representation of the land surveyed and has been prepared in conformity with the minimum standards and requirements of the law as of the date of survey.

PROFESSIONAL LAND SURVEYOR RUSSELL E CAMPBELL No. 316833 STATE OF UTAH

R. Campbell
Russell E. Campbell

Date 7/30/08

OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents: That the owners of the hereon described tracts of land, hereby causes the same to be divided into lots and private streets, as set forth in this plat, hereafter to be known as "MATTHES SUBDIVISION".

Also, the owner hereby dedicates to the City of Park City all the streets, easements, and required utilities and easements shown on the Plat in accordance with an irrevocable offer of dedication.

Executed this 7th day of August, 2008.

Magdalena M. Matthes 8/7/08
MAGDALENA M. MATTHES DATE

ACKNOWLEDGMENT

State of Utah
County of Summit

The foregoing was acknowledged before me this 7th day of August, 2008 by Magdelena M Matthes.

E. Beattie
Notary Public
Residing at: 1033 Lincoln Lane Park City UT 84098
My commission expires: 9/18/2011

MATTHES SUBDIVISION

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

SHEET
1 of 1

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	CITY PLANNING COMMISSION	CITY ENGINEER	CITY COUNCIL	APPROVAL AS TO FORM	#854746 RECORDED	BASELINE SURVEYING, Inc
REVIEWED FOR CONFORMANCE TO S.B.W.R.D. STANDARDS THIS 8th DAY OF August 2008. SNYDERVILLE BASIN RECLAMATION DISTRICT	APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISSION THIS ~~10th DAY OF~~ 11th Day of June 2008 ~~JANUARY 2008.~~ 8/22/08 PLANNING COMMISSION CHAIRMAN	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. 8/13/08 DATE PARK CITY ENGINEER	PRESENTED TO THE CITY COUNCIL OF PARK CITY, UTAH THIS ~~25th DAY OF JANUARY,~~ 26th Day of June, 2008 ~~2007~~, AT WHICH TIME THIS PLAT WAS APPROVED AND ACCEPTED. Dana Williams ATTEST: CITY RECORDER MAYOR	APPROVED AS TO FORM ON THIS 22nd DAY OF August 2008. PARK CITY ATTORNEY	ENTRY NO. 854746 BOOK — PAGE — STATE OF UTAH, COUNTY OF SUMMIT 9:37 A.M TIME 9-12-08 DATE RECORDED AND FILED AT THE REQUEST OF: Magdalena M. Matthes $31.00 Daniel G. Bowen, Deputy COUNTY RECORDER	1058 EAST 2100 SOUTH Salt Lake City, UT 84106 (801) 209-2152

DATE:	**November 12, 2009**
DEPARTMENT:	**Executive**
AUTHOR:	**Tom Bakaly, City Manager**
TITLE:	**Amendment to State Legislative Consulting Agreement with DLS Consulting Inc.**
TYPE OF ITEM:	**Administrative- Consulting Services Agreement**

SUMMARY RECOMMENDATION: The City Council should authorize the City Manager to amend the service provider contract with DLS Consulting (attached) in a form approved by the City Attorney's Office for an amount of $80,000 for calendar year 2010.

DESCRIPTION:

Topic: Consulting services relating to State issues and funding requests.

Background: In February of 2009, the City entered into a contract with DLS Consulting, Inc. to provide consulting services related to pending State Legislation. At that time, the Scope of Work to be performed by the Consultant was primarily limited to assisting with a one year delayed effective date for SB216 Military Enterprise Zone amendments and technical and political strategy to Park City throughout 2009 to locate a recreation facility (Air Force Resort) to an area acceptable to Park City and in a manner that complied with applicable land use regulations.

The Consulting Agreement terminates at the end of the base period (December 31 2009), unless extended in writing.

There is continued need for the Consultant's services on the initial scope of work, but in addition, we see a need to extend the agreement and expand the initial services to address the City's water and transit programs, as well as other issues.

Analysis:
Fee for Services: Fees for the period of the contract's extension would be $80,000 and would be funded from the City's Manager's Operating Budget, the Venture Fund, Water Department and Transportation Department.

Scope of Services: The overall objective of the consulting service is to assist the City with crucial relationships at the State Legislature and discourage state legislative actions from enabling development inconsistent with local zoning, and help the city facilitate a long term solution for the Air Force that complies with County and City codes. With this extension, the scope would be expanded to assist the City with water and transit programs. Assistance with school district issues and other projects as determined necessary may also be requested within the proposed fee structure.

Term: The term of the extension would be through Calendar Year 2010 (December 31, 2010).

D. **Department Review:** This staff report has been reviewed by the City Manager's Office, and the Legal Department.

ALTERNATIVES: Our recent experience demonstrates that there are avenues within the State Legislature and the administration to achieve support for local projects. Dealing with the State government is complex, and we have no guarantees of success. Park City's prior experience with lobbyists is their costs are generally less than the potential benefits and/or express return in value attributed to securing additional funding sources for city projects.

A. Approve the Request: City Council could approve the extension of the contract with DLS Consulting Services through the FY 2010 budget year.

B. Reject the Request: City Council could reject the request for contract extension and direct Staff to pursue different terms.

C. Deny the Request: City Council could deny the request. This could have adverse impacts with relationships at the Legislature.

D. Continue the Item: The item could be continued for further discussion.

E. Do Nothing: Same as denying the request

SIGNIFICANT IMPACTS: The costs of extending the agreement with DLS Consulting Services will be apportioned to City operating and capital budgets based on benefit. The City's lobbyist will also help the Assistant City Manager learn the intricacies of the Utah Legislative process and make introductions to legislators and other key officials.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION: This may be hard to assess as we may or may not be successful influencing the necessary bills with or without the help of DLS or any other consultant. However, in the past we have found have a consultant has been instrumental in implementing the City's goals at the legislative level.

RECOMMENDATION: The City Council should authorize the City Manager to amend the service provider contract with DLS Consulting (attached) in a form approved by the City Attorney's Office for an amount of $80,000 through the end of calendar year 2010.

CONSULTING AGREEMENT

Pursuant to Paragraph 8, the attached Consulting Agreement entered into and effective the 23rd day of February, 2009 by and between Park City (Client) and DLS Consulting, Inc., with principle offices located at 11671 Granite Flats Road, Highland, UT 84003 (Consultant), is hereby amended to extend its term to December 31, 2010.

Paragraph 1, Scope of Work shall be amended as follows: the overall objective of the service to be performed by the consultant is to assist the City with crucial relationships at the State Legislature and discourage state legislative actions from enabling development inconsistent with local zoning, and help the city facilitate a long term solution for the Air Force that complies with County and City codes. With this extension, the scope would be expanded to assist the City with water, transit programs. Assistance with school district issues and other projects as determined.

Paragraph 3, Payment of Fees shall be amended as follows: The Client shall pay Consultant the fee of $80,000.00 upon execution of the agreement. All other terms and provisions continue to apply.

This amendment entered into on the _________day of November, 2009.

Park City Municipal Corporation	Consultant DLS Consulting
______________________________	______________________________
Thomas Bakaly City Manager	David Stewart Principal

City Council
Staff Report

Subject:	**Park City Heights Property Acquisition**
Author:	**Phyllis McDonough Robinson**
Department:	**Sustainability**
Date:	**November 12, 2009**
Type of Item:	**Purchase Agreement**

Summary Recommendations: Staff recommends that the City Council take public input, approve the attached Purchase and Sale Agreement, in a form approved by the City Attorney, and provide direction regarding the draft Co-Tenancy Agreement.

Topic/Description:
Joint Public/Private Development Partnership: Employee/Affordable Housing

Background:
In June, 2009, the City Council gave the following direction:

1. Directed staff to consider alternative location(s) or other satisfaction of all of Talisker's remaining affordable housing obligation, with the City taking title to the Talisker property within PC Heights with the ability to build some reduced number of affordable housing (otherwise will remain as open space).

2. Confirmed that Council is conceptually comfortable if some portion of the property is held by a conservation entity other than the City at the outset as deed restricted/conservation easement open space, but stated a preference that fee title is retained by the City.

3. Authorized staff to further explore terms of City participation in the infrastructure within the existing, pending MPD.

4. Authorized staff to explore and further negotiate City development partnership in the project as a whole (limited to city affordable housing development) in a reconfigured MPD, including some minor modifications to density apportionment provided overall density remains within the CT zone limits.

The Council also designated liaisons to meet with representatives from Boyer and staff to facilitate the above items and annexation within a tight time frame.

In October, the Council accepted UPK/Talisker's land dedication and amended Affordable Housing Phasing Plan. The City has since closed on that property and now owns the 40 acres, the north 20 acres subject to an open space deed restriction as requested by Talisker. The use of the south 20 acres or its density must include a component of affordable housing, but the City may place other uses on the parcel in conjunction with the contiguous property (PC Heights MPD), consistent with the CT zone, so long as some portion of the density is still used for affordable housing within the same MPD. Such uses are intended to be limited to the CT zone, (zoning upon annexation) which would restrict any commercial use to Ancillary Support Commercial within the MPD.

Analysis:

In conjunction with the discussions pursuant to Paragraph 4 above, Boyer proposed that the City explore buying some or all of their property. The parties entered into a due diligence period in which the City representatives reviewed information provided by Boyer regarding the property, and additionally, the City explored funding alternatives.

While the representatives did not reach an agreement on an outright purchase of all the property, an agreement was proposed where the City would buy a 50% interest in the property as an equal tenant in common with the Boyer development group, and the parties would mutually pursue a joint Development Plan. The purchase price is $5.5 million dollars for an interest in roughly 100 acres, or 100 market residential units in the current pending application, in addition to the affordable units contemplated/required.

Under this concept, City participation would not be limited to affordable housing but the City would have greater ability to reduce the market unit density and incorporate affordable housing (including affordable density from the Talisker and IHC parcels) in a more integrated MPD. The current draft site plan of the pending Annexation and MPD serve as a baseline for the joint Development Plan, but the parties may jointly propose alterations to the plan. That plan is still subject to regulatory approval via Annexation and MPD approval by the Planning Commission, including all the requirements of the last draft Annexation Agreement such as green building, phasing, etc. If an agreement on the Development Plan is not reached within 2 years, Boyer may exercise a "Put Option" and the City will buy the remaining 50% interest at a set price ($5.5 million dollars plus 5% per annum interest).

Council should review the draft Co-Tenancy Agreement and provide direction. Staff will return for approval of the Co-Tenancy Agreement on November 19, 2009, which needs to be approved by both parties prior to Closing which must occur by November 20, 2009.

Department Review:
The City Attorney and City Manager reviewed this report.

Alternatives:
A. Approve the Request: Council may approve the proposed Purchase and Sale Agreement. ***This is Staff's recommendation.***
B. Modify the Request: Council may modify the Agreement.
C. Continue the Item: Council may continue the item and direct staff to return with additional information or options.

D. Deny the Request: Council may reject the Purchase and Sale Agreement. The Owners would likely proceed with the Annexation with the modified site plan as recently amended.

Significant Impacts:
Proposed funding for the acquisition is from existing cash primarily from a variety of capital fund re-prioritization, a reduction in the Asset Management fund, and possibly some portion from Lower Park RDA for affordable housing (may transfer/reimburse upon land use plan finalization). The amount of the overall CIP is not changing, as funds are being re-allocated among existing accounts, many in the form of de-obligating remaining fund balances of completed projects. Staff will return in the spring with an amendment to the CIP budget consistent with City budget policies and state law.

Recommendation:
Staff recommends that the City Council take public input, approve the proposed Purchase and Sale Agreement, and provide direction regarding the draft Co-Tenancy Agreement.

Attachments:
Purchase and Sale Agreement
Draft Co-Tenancy Agreement

Map will be provided at meeting.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (**"Agreement"**) is entered into as of November _____, 2009 (the "**Effective Date**") by and between **BOYER-PLUMB PARK CITY, L.C.**, a Utah limited liability company, as seller ("**Seller**"), and **PARK CITY MUNICIPAL CORPORATION**, a municipal corporation of the State of Utah, as buyer ("**Buyer**").

W I T N E S S E T H:

In consideration of the mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1
SALE AND PURCHASE

1.01 Sale and Purchase. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and accept from Seller, upon the terms and conditions set forth in this Agreement, an undivided fifty percent (50%) interest (the "**Undivided Interest**"), as a tenant in common with Seller, in:

(a) A tract of real property consisting of approximately 200.67 acres located in Summit County, Utah, as such real property is more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the **"Land"**); and

(b) All rights and appurtenances to the Land, including, without limitation, all of Seller's right, title and interest in and to adjacent streets (whether public or private), alleys, rights–of–way and easements (the Land, together with all rights and appurtenances thereto, being referred to herein collectively as the **"Property"**).

ARTICLE 2
PURCHASE PRICE AND EARNEST MONEY

2.01 Purchase Price. The price (**"Purchase Price"**) of the Undivided Interest in the Property shall be Five Million Five Hundred Thousand Dollars ($5,500,000).

2.02 Earnest Money. Within three (3) business days of signing this Agreement, Buyer shall provide to Landmark Title Company (the "**Title Company**"), whose address is 675 East 2100 South, Suite 200, Salt Lake City, Utah 84106, Attention: Jeffrey J. Jensen, an earnest money deposit in the amount of One Hundred Thousand Dollars ($100,000) (the **"Initial Earnest Money"**), in cash or by wire transfer, to be held by the Title Company in accordance with the terms of this Agreement. Following the expiration of the Final Review Period and Buyer's approval or deemed approval of the Undivided Interest in the Property, Buyer shall deposit additional earnest money with the Title Company in the amount of One Hundred Thousand Dollars ($100,000) (the "**Additional Earnest Money**," which together with the Initial

Earnest Money, the "**Earnest Money**"). The Earnest Money shall be held by the Title Company, in an interest-bearing federally insured money market account. Any interest earned on the account shall become part of the Earnest Money. If Buyer terminates this Agreement on account of a default by Seller or pursuant to any express right of termination, the Earnest Money shall be returned to Buyer. If Buyer completes this Agreement and purchases the Undivided Interest in the Property, the Earnest Money shall be applied towards the Purchase Price. If Buyer fails to perform its obligations, or otherwise terminates this Agreement, Seller shall be entitled to receive the Earnest Money.

2.03 Payment of Purchase Price. The Purchase Price shall be payable in cash or wire transfer at the time of Closing (as hereinafter defined), subject to closing adjustments.

ARTICLE 3
TITLE

3.01 Title Commitment. Within ten (10) days after the Effective Date, Seller, at Seller's sole cost and expense, shall deliver or cause to be delivered to Buyer the following: a commitment for Title Insurance (**"Commitment"**) covering the Undivided Interest in the Property, issued by the Title Company, setting forth the status of the title of the Undivided Interest in the Property and showing all liens, claims, encumbrances, easements, rights–of–way, encroachments, reservations, restrictions and any other matters affecting the Undivided Interest in the Property; and a true, complete and legible copy of all documents referred to on Schedule B-2 of the Commitment, including, but not limited to a survey, deeds, lien instruments, plats, reservations, restrictions and easements (**"Title Documents"**).

3.02 Title Review. Buyer shall have a period of ten (10) days (the "**Initial Review Period**") from the last to be delivered of the Commitment and Title Documents in which to review such items and to deliver to Seller in writing any objections that Buyer may have to any exceptions and/or conditions contained or set forth in the Commitment and Title Documents. The Co-Tenancy and survey (as defined below) and any items to which Buyer does not timely object within the Initial Review Period shall be deemed to be permitted encumbrances (the **"Permitted Encumbrances"**). If Buyer timely objects to any matter contained in the Commitment or Title Documents as hereinabove provided, Buyer shall do so in writing and in reasonable detail and shall specify the corrections or changes which, if made, would cause its approval to be granted. Seller shall have ten (10) days after Seller's receipt of Buyer's notice (the **"Title Cure Period"**) to cure such objections, give Buyer notice thereof and deliver to Buyer a revised Commitment reflecting such cure within. If Seller has not yet satisfied each of Buyer's stated title objections within the Title Cure Period, Seller shall notify Buyer in writing (**"Seller's Notice"**) of any of Buyer's title objections which Seller is unable or unwilling to satisfy. Within five (5) days following receipt of Seller's Notice (the "**Final Review Period**"), Buyer shall elect either to (i) terminate this Agreement and be reimbursed the Earnest Money, and neither party shall have any further rights, duties or obligations hereunder, or (ii) purchase the Undivided Interest in the Property subject to the objectionable matters not so removed or cured, in which event those title objections specified in Seller's Notice shall be deemed to be Permitted Encumbrances. Notwithstanding the foregoing, any lien securing the obligation to pay a fixed amount of money (a "**Monetary Lien**") which is described as a title exception in the Commitment shall not be the basis for objection by Buyer, and shall be released by Seller at or before Closing and shall not be a Permitted Encumbrance in the Title Policy or Deed (as those terms are hereinafter defined).

3.03 **Updated Commitment**. Buyer shall have the right to object to any new exceptions other than the Permitted Encumbrances shown on any updated Commitment. If Seller fails to cure such items, Buyer shall again have the right to terminate this Agreement and be reimbursed the Earnest Money or waive the objection. The time periods for objecting to and curing the additional exceptions and for terminating this Agreement shall be the same as those set forth in Section 3.02 above, commencing with the date Buyer receives the updated Commitment and Title Documents relating to any new items affecting title to the Undivided Interest in the Property. If necessary, the Closing Date shall be extended to allow the review, approval or cure of any new title exceptions to which Buyer objects.

ARTICLE 4
CLOSING

4.01 **Time and Place of Closing**. The closing (**"Closing"**) of the sale of the Undivided Interest in the Property by Seller to Buyer shall occur on or before November 20, 2009. The exact date of Closing (**"Closing Date"**) shall be specified in a written notice from Buyer to Seller. The Closing shall occur in the office of the Title Company in person or pursuant to escrow instructions.

4.02 **Buyer's Obligations**. At the Closing, Buyer shall deliver or cause to be delivered to Seller the following:

(a) The Purchase Price, due credit being given for the Earnest Money and the prorations set forth in Section 4.04;

(b) One (1) counterpart original of a Co-Tenancy Agreement in the form attached hereto as Exhibit B (the "**Co-Tenancy Agreement**"), executed and acknowledged by Buyer; and

(c) One (1) counterpart original of a Memorandum of Co-Tenancy Agreement in the form attached to the Co-Tenancy Agreement as Exhibit D (the "**Co-Tenancy Notice**"), executed and acknowledged by Buyer; and

(d) Evidence satisfactory to Seller and Title Company that the person or persons executing the Closing Documents on behalf of Buyer have full right, power and authority to do so.

4.03 **Seller's Obligations**. At the Closing, Seller shall deliver or cause to be delivered to Buyer the following:

(a) A Special Warranty Deed the ("**Deed**") in the form attached hereto as Exhibit C, executed and acknowledged by Seller, conveying the Undivided Interest in the Property to Buyer;

(b) One (1) counterpart original of the Co-Tenancy Agreement executed and acknowledged by Seller.

(c) One (1) counterpart original of the Co-Tenancy Notice, executed and acknowledged by Seller; and

(d) An Owner's Standard Policy of Title Insurance (**"Title Policy"**) in the amount of the Purchase Price issued by the Title Company, insuring that Buyer is the owner of the Undivided Interest in the Property subject only to any Permitted Encumbrances and the Co-Tenancy Agreement; and

(e) Evidence satisfactory to Buyer and Title Company that the person or persons executing the Closing documents on behalf of Seller have full right, power and authority to do so.

4.04 Adjustments and Prorations. All ad valorem taxes, assessments and other state, county, school, municipal and municipal utility district fees, taxes, charges and assessments (special or otherwise) relating to the Undivided Interest in the Property, if any, for the calendar year during which the Closing occurs shall be prorated as of the Closing Date and, unless then due and paid at Closing, shall be assumed as to the Undivided Interest in the Property by Buyer. If actual ad valorem tax figures for the year of Closing are not available on the Closing Date, proration of taxes shall be made using the most current information available as to the assessed value of the Undivided Interest in the Property. Following receipt of information confirming the actual ad valorem taxes due for the year of Closing, any difference in the actual taxes shall be adjusted in cash between Seller and Buyer as provided in the next to the last sentence of this Section. If any adjustments of prorations pursuant to this Section are found to be erroneous subsequent to Closing, then the party entitled to additional monies may invoice the other party for such additional amounts as may be owing; and such amount shall be paid within ten (10) days from receipt of the invoice. The provisions of this Section shall survive the Closing.

4.05 Closing Costs – Seller. At the Closing, Seller shall pay for: (i) the premium for the Title Policy; (ii) Seller's portion of the prorated taxes and other prorated items; (iii) Seller's own attorneys fees; (iv) one–half (1/2) of the escrow service fee for the Title Company; (v) recording costs for releasing any liens affecting the Undivided Interest in the Property and for curing any other objectionable matters affecting title to the Undivided Interest in the Property pursuant to Article 3; (vi) except to the extent inconsistent with this Agreement, such other incidental expenses as are customarily borne by sellers of property in the county where the Property is located.

4.06 Closing Costs – Buyer. At the Closing, Buyer shall pay for: (i) one–half (1/2) of the escrow service fee for the Title Company; (ii) Buyer's own attorneys' fees; (iii) the recording of the Deed, the Co-Tenancy Agreement and documentary fees, if any (government exempt); (iv) the additional premium for any upgraded form of title insurance and additional endorsements requested by Buyer; and (v) except to the extent inconsistent with this Agreement, all other incidental expenses usually borne by Buyers of property in the county where the Property is located.

ARTICLE 5
<u>REMEDIES</u>

5.01 **<u>Buyer's Default</u>**. If Buyer fails or refuses to consummate the purchase of the Undivided Interest in the Property pursuant to this Agreement for any reason other than (i) termination of this Agreement pursuant to a right granted to Buyer to do so under this Agreement or (ii) breach by Seller of its representations, warranties or agreements hereunder, then Seller, at its election and option, shall have either: (a) the right to keep the Earnest Money and to terminate this Agreement by giving Buyer written notice thereof, in which event neither party hereto shall have any further rights, duties or obligations hereunder, except as set forth in <u>Article 6</u>; (b) the right to specific performance; or (c) the right to exercise any other remedy at law or equity.

5.02 **<u>Termination Pursuant to Agreement</u>**. If Buyer terminates this Agreement pursuant to a right granted to Buyer hereunder to do so, then the Earnest Money shall be returned to Buyer and neither party hereto shall have any further rights, duties or obligations hereunder, except as set forth in <u>Article 6</u>.

5.03 **<u>Seller's Default</u>**. If Seller fails or refuses to close this Agreement for any reason other than termination hereof pursuant to a right granted to Seller to do so under this Agreement, Buyer, at its election and option, shall have either: (a) the right to terminate this Agreement by notifying Seller thereof, and be reimbursed the Earnest Money; (b) the right to specific performance; or (c) the right to exercise any other remedy at law or equity.

ARTICLE 6
<u>COMMISSIONS</u>

6.01 **<u>Commissions</u>**. Each party warrants and covenants to the other party that it has not dealt with any real estate broker or salesman in connection with this sale of the Undivided Interest in the Property, and that no real estate commissions, finders' fees or brokers' fees have been or will be incurred in connection with this Agreement or the sale contemplated hereby.

6.02 **<u>Indemnity</u>**. Seller agrees to defend, indemnify and hold harmless Buyer, and Buyer agrees to defend, indemnify and hold harmless Seller, from and against any claims by third parties for brokerage, commission, finder's or other fees relative to this Agreement or the sale of the Undivided Interest in the Property, and any court costs, attorneys' fees or other expenses arising therefrom and alleged to be due by authorization of the indemnifying party.

ARTICLE 7
<u>SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS</u>

7.01 **<u>Seller's Representations, Warranties and Covenants</u>**. Seller represents and warrants to, and covenants with, Buyer that to Seller's knowledge, but without a duty to investigate:

(a) Seller has validly executed this Agreement and the same constitutes the binding obligation of Seller. Seller is validly existing, has full authority to own the Undivided Interest in the Property under Utah law, and has adequate power and authority to enter into this Agreement and carry out Seller's obligations under this Agreement.

(b) There are no actions, suits, claims or proceedings pending or, to Seller's knowledge, threatened which, if adversely determined, could have a material adverse effect on title to the Undivided Interest in the Property or any part thereof, or which could in any way interfere with the consummation of the transactions contemplated by this Agreement.

(c) Seller has received no written notice of any condemnation or eminent domain proceedings or negotiations for the purchase of any of the Undivided Interest in the Property in lieu of condemnation and, to Seller's knowledge, no condemnation or eminent domain proceedings or negotiations have been commenced or threatened in connection with the Undivided Interest in the Property or any part thereof.

(d) Until the Closing has occurred, Seller will not take any affirmative action that is not permitted by this Agreement that shall result in the creation of any easements, restrictions or rights of way which may adversely affect Buyer's use of the Undivided Interest in the Property.

The above representations, warranties and covenants shall be true and correct on the Closing Date and shall survive the Closing for a period of ninety (90) days after Closing. The obligation of Buyer to close this transaction is expressly conditioned upon these representations, warranties and covenants being true and correct on the Closing Date.

As used in this Agreement, "**Seller's knowledge**" means the actual knowledge of Patrick Moffat, without any investigation.

7.02 **Buyer's Representations and Warranties**. Buyer hereby represents and warrants to, and covenants with, Seller that:

(a) Buyer has validly executed this Agreement and the same constitutes the binding obligation of Buyer.

(b) Until the Closing has occurred, Buyer will not take any affirmative action that is not permitted by this Agreement that shall result in the creation of any easements, restrictions or rights of way which may adversely affect Seller's use of the Undivided Interest in the Property.

The above representations, warranties and covenants shall be true and correct on the Closing Date and shall survive the Closing for a period of ninety (90) days after the Closing Date.

7.03 **Negation of Any Additional Representations or Warranties by Seller**. Buyer acknowledges and agrees that that except as set forth in Section 7.01 Seller has made no other representations and warranties to Buyer, and that Buyer has not relied upon any other representation or warranty by Seller, either express or implied. Buyer expressly acknowledges that all reports or other information provided to Buyer by Seller or its agents are provided at the request of Buyer for its convenience and investigation and are delivered without representation or warranty of any kind and Buyer is not relying on the truth or correctness of any third-party. Buyer has been or will be given an opportunity to inspect the Property and, except as expressly required by this Agreement, is accepting the Undivided Interest in the Property "AS-IS" without representation or warranty of any type, whether express or implied including, without limitation, without any representation of fitness for any purpose.

7.04 **Accommodation of Section 1031 Exchange**. Buyer and Seller acknowledge that either party may wish to structure this transaction as a "tax-free" exchange of like-kind property in accordance with Section 1031 of the Internal Revenue Code of 1986, as amended tax. If requested to do so, each party agrees to fully and completely cooperate and assist, and shall take all actions required to permit, the requesting party or its qualified intermediary to effect such an exchange; provided the party accommodating such a request shall not be required to incur any unreimbursed cost or expense, or any material obligation or liability unless the requesting party provides adequate indemnification against the same.

ARTICLE 8
CONDEMNATION

8.01 **Condemnation**. In the event of a taking by condemnation or similar proceedings or actions of only a portion of the Land, which Buyer believes, in its reasonable discretion, is not material to the use of the remainder, this Agreement shall not terminate, but shall remain in full force and effect, and Seller shall assign or pay to Buyer at Closing Seller's interest in and to any condemnation awards or proceeds with respect to the Undivided Interest in the Property it has received from any such proceedings or actions pertaining to the portion of the land taken in lieu thereof. In the event of a taking by condemnation or similar proceedings or actions of all of the Land, or any portion of the Land which Buyer believes, in its reasonable discretion, is material to the use of the remainder, Buyer shall have the option to give notice to Seller to terminate this Agreement within twenty (20) days after Buyer receives notice of such taking, and neither Buyer nor Seller shall have any further rights or obligations hereunder. If Buyer does not exercise its option to so terminate this Agreement, then the Agreement shall remain in full force and effect (without any adjustment to the Purchase Price) and Seller shall assign or pay to Buyer at Closing Seller's interest in and to any and all condemnation awards or proceeds with respect to the Undivided Interest in the Property it has received from any such proceedings or actions pertaining to the portion of the land taken in lieu thereof. Promptly upon Seller obtaining actual knowledge thereof, Seller shall give Buyer notice of any pending or threatened condemnation or similar proceedings or actions in lieu thereof, which may arise in connection with all or any part of the Land.

ARTICLE 9
MISCELLANEOUS

9.01 **No Assignment**. Except that Buyer may upon written notice to Seller assign its rights hereunder to one of its other political subdivisions (Housing Authority, Redevelopment Authority or Municipal Building Authority) neither Buyer nor Seller shall transfer or assign its respective rights and obligations under this Agreement, and any purported assignment or transfer shall be void.

9.02 **GOVERNING LAW**. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH AND THE OBLIGATIONS OF THE PARTIES HERETO ARE AND SHALL BE PERFORMABLE IN

THE COUNTY WHERE THE PROPERTY IS LOCATED. BY EXECUTING THIS AGREEMENT, EACH PARTY HERETO EXPRESSLY (i) CONSENTS AND SUBMITS TO PERSONAL JURISDICTION CONSISTENT WITH THE PREVIOUS SENTENCE, (ii) WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY CLAIM OR DEFENSE THAT SUCH VENUE IS NOT PROPER OR CONVENIENT AND (iii) CONSENTS TO THE SERVICE OF PROCESS IN ANY MANNER AUTHORIZED BY UTAH LAW. ANY FINAL JUDGMENT ENTERED IN AN ACTION BROUGHT HEREUNDER SHALL BE CONCLUSIVE AND BINDING UPON THE PARTIES HERETO.

9.03 **<u>Entire Agreement</u>**. This Agreement is the entire agreement between Seller and Buyer concerning the sale of the Undivided Interest in the Property and supersedes any prior agreements relating thereto. No modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on either party unless reduced to writing and signed by both parties to be bound.

9.04 **<u>Counterparts</u>**. This Agreement may be executed in any number of counterparts and each of such counterparts shall, for all purposes, be deemed to be an original; and all such counterparts shall together constitute but one and the same agreement. Any counterpart may be delivered by fax or e-mail.

9.05 **<u>Severability</u>**. If any provisions of this Agreement applicable to any party or circumstance shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such party or circumstance, other than those as to which it is determined invalid or unenforceable, shall not be affected thereby, and each remaining provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

9.06 **<u>Headings</u>**. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions.

9.07 **<u>Waiver of Conditions by Buyer</u>**. Notwithstanding any provision of this Agreement, Buyer may, at its sole option, waive any provision that is a condition to its performance hereunder.

9.08 **<u>Time is of the Essence</u>**. Time is of the essence with respect to this Agreement.

9.09 **<u>Attorneys' Fees</u>**. In the event of litigation concerning the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys' fees, court costs and expenses, whether at the trial or appellate level.

9.10 **<u>Notices</u>**. Any notice provided or permitted to be given under this Agreement must be in writing and may be served (i) by depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, and registered or certified with return receipt requested; or (ii) by delivering the same in person to such party. Notice given in accordance with (i) above shall be effective when mailed. Notice given in accordance with (ii) above shall be effective upon receipt at the address of the addressee or upon refusal to accept delivery (such refusal being evidenced by the U.S. Postal Services's return receipt or similar advice from the courier company used to make delivery). For purposes of notice, the addresses of the parties shall be as follows:

Seller: Boyer-Plumb Park City, L.C.
c/o The Boyer Company, L.C.
90 South 400 West, Suite 200
Salt Lake City, Utah 84101
Attn: Patrick Moffat

With a copy to:

Parr Brown Gee & Loveless
185 South State Street, Suite 800
Salt Lake City, Utah 84111
Attn: David E. Gee

Buyer: Park City Municipal Corporation
450 Marsac Avenue
P.O. Box 1480
Park City, UT 84060
Attn: City Manager
Telephone: 435-615-5180
Facsimile: 435-615-4901

With a copy to:

City Attorney
450 Marsac Avenue
P.O. Box 1480
Park City, UT 84060
Attn: Mark Harrington

Either party may change its address by notice to the other party.

9.11 **<u>Business Days and Holidays</u>**. Whenever any time limit or date provided herein falls on a Saturday, Sunday or holiday observed by national banking associations in the State of Utah (**"<u>Bank Holiday</u>"**), then such date shall be extended to the next day which is not a Saturday, Sunday or Bank Holiday. The term **"<u>business day</u>"** means any weekday which is not a Bank Holiday.

9.12 **<u>Rule of Construction</u>**. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement, and the parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

9.13 No Recordation. Neither Seller nor Buyer shall record this Agreement or any notice or memorandum of this Agreement.

9.14 Exhibits. All exhibits or addenda referred to in this Agreement are incorporated herein for all purposes.

(Signatures begin on following page)

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement on the respective dates set forth below, to be effective as of the Effective Date.

“**Seller**”

BOYER-PLUMB PARK CITY, L.C., a Utah limited liability company, by its managers:

THE BOYER COMPANY, L.C., a Utah limited liability company

By:_______________________________
Name:_____________________________
Its: Manager

Date:_________________________________

PLUMB HOLDINGS, L.L.C., a Utah limited liability company

By:_______________________________
Name:_____________________________
Its:_______________________________

Date:_________________________________

“**Buyer**”

PARK CITY MUNICIPAL CORPORATION, a municipal corporation

By:____
Name:____
Its:____

Date:_________________________________

EXHIBIT A
TO
PURCHASE AND SALE AGREEMENT

Legal Description

PARCEL 1:
The Southeast Quarter of the Southwest Quarter, the Southwest Quarter of the Southeast Quarter except the East 334.00
feet thereof of Section 2, Township 2 South, Range 4 East, Salt Lake Base and Meridian. Also a parcel of land beginning
at the West Quarter Corner of Section 11, Township 2 South, Range 4 East, Salt Lake Base and Meridian; thence North
along the Section line 2640.00 feet, more or less, to the Northwest corner of said Section 11; thence East along the
Section line 3626.00 feet, more or less, to a point on said Section line 334.00 feet West of the Northwest corner of the
Northeast Quarter of the Northeast Quarter of said Section 11; thence South 42°25’ West 3418.29 feet, more or less, to a
point on the East line of Southwest Quarter of the Northwest Quarter and 116.70 feet North of the Northwest corner of
Lot 8; thence South 116.70 feet, more or less, to the South line of the Southwest Quarter of the Northwest Quarter; thence
West along the Quarter Section line 1320.00 feet, more or less, to a point of beginning.
Less that property taken by the United States of America by Declaration of Taking, recorded March 1, 1990, as Entry No.
327133, in Book 571, Page 595, of Official Records of Summit County, Utah.
Less and Excepting: Beginning at the Northwest corner of Section 11, Township 2 South, Range 4 East, Salt Lake Base
and Meridian; and running thence along the North line of Section 11, South 88°47’03” East 1240.30 feet; thence along
the Easterly end line of Clegg No. 2 Mining Claim (Mineral Survey 6792) South 39°40’23” East 215.18 feet; thence
along the Easterly end line of Clegg No. 3 Mining Claim South 38°46’13” East 606.70 feet; thence along the Southerly
side line of Clegg No. 3 Mining Claim South 75°52’07” West 1501.92 feet; thence along the Southerly side line of
Woodrow No. 6 Mining Claim South 63°17’52” West 358.92 feet; thence North 00°57’07” East 1193.09 feet to the point
of beginning.
PARCEL 2:
Beginning South along the Quarter Section line 1834.13 feet from the North Quarter corner of Section 2, Township 2
South, Range 4 East, Salt Lake Base and Meridian; thence South along the Section line 805.87 feet, more or less, to the
East-West Quarter Section line of said Section 2; thence West along the said Quarter Section line 1450.00 feet; more or

less, to the Easterly line of Highway Alt 40; thence Northeasterly along the highway 880.00 feet, more or less; thence
East 1100.00 feet, more or less to the point of beginning.

Less that property taken by the United States of America by Declaration of Taking, recorded March 1, 1990, as Entry No.
327133, in Book 571, Page 595, of Official Records of Summit County, Utah.

Less that portion conveyed to the Utah Department of Transportation by Warranty Deed, recorded March 4, 1999, as
Entry No. 532113, in Book 1235, Page 761, and more particularly described as follows: Beginning at the Southwest
corner of said entire tract, which point is approximately 804.672 meters (2640.00 feet) South 0°27’25” West along the
Quarter Section line to the center Quarter corner of said Section 2 and approximately 440.029 meters (1443.66 feet)
North 89°49’09” West along the Quarter Section line from the North Quarter corner of said Section 2, which point is on
the Easterly right of way line of said existing highway State Route 248; and running thence North 22°01’00” East 65.512
meters (214.93 feet) along said Easterly right of way line and the Westerly boundary line of said entire tract to a point
19.405 meters (63.66 feet) perpendicularly distant Easterly from the control line of said project; thence North 26°18’21”
East 122.266 meters (401.14 feet) along said Easterly right of way line and said West boundary line to a point 27.659
meters (90.74 feet) perpendicularly distant Easterly from said control line; thence South 22°01’00” West 183.771 meters
(602.92 feet) to the Southerly boundary line of said entire tract at a point 29.001 meters (95.15 feet) perpendicularly
distant Easterly from said control line; thence North 89°49’09” West 9.851 meters (32.32 feet) along said South boundary
line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of
Transportation.

EXHIBIT B

TO
PURCHASE AND SALE AGREEMENT

Form of Co-Tenancy Agreement

[See Attached]

EXHIBIT C

TO
PURCHASE AND SALE AGREEMENT

Form of Deed

WHEN RECORDED MAIL THIS
DEED TO:
____
____
____

(Above Space for Recorder's Use Only)

SPECIAL WARRANTY DEED

BOYER-PLUMB PARK CITY, L.C., a Utah limited liability company ("Grantor"), does hereby CONVEY AND WARRANT against all claiming by, through or under Grantor, unto PARK CITY MUNICIPAL CORPORATION, a municipal corporation of the State of Utah ("Grantee"), whose current address is ________________________, an undivided fifty (50%) percent interest, as a tenant-in-common, in the following described premises (the "Property") in Summit County, State of Utah, to-wit:

[See Exhibit "A" attached hereto and by this reference made a part hereof.]

Subject to all matters of record and matters that would be disclosed by a physical inspection or survey of the Property.

For clarity, Grantor is retaining an undivided fifty (50%) percent interest in the Property.

WITNESS, the hand of said Grantor, this ______ day of __________, 2009.

BOYER-PLUMB PARK CITY, L.C., a Utah limited liability company, by its Managers:

THE BOYER COMPANY, L.C., a Utah limited liability company

By:______________________________
Name:___________________________
Its: Manager

PLUMB HOLDINGS, L.L.C., a Utah limited liability company

By:______________________________
Name:___________________________
Its:______________________________

State of Utah)
) ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this ____ day of __________, 200_, by ___________________________________, a Manager of The Boyer Company, L.C., a Manager of Boyer-Plumb Park City, L.C.

____
Notary Public

Residing at:___________________________

My Commission Expires:

State of Utah)
) ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this ____ day of __________, 200_, by ____________________________________, a ________________ of Plumb Holdings, L.L.C., a Manager of Boyer-Plumb Park City, L.C.

____
Notary Public

Residing at:___________________________

My Commission Expires:

CO-TENANCY AGREEMENT

Effective Date: _______________, 2009

Parties: **BOYER–PLUMB PARK CITY, L.C.**, a Utah limited liability company ("Boyer")

PARK CITY MUNICIPAL CORPORATION, a municipal corporation of the State of Utah (the "City")

Subject Property: The "Property" (as defined below) is located in Summit County, Utah.

RECITALS

WHEREAS, Boyer and the City each own an undivided fifty percent (50%) interest, as tenants in common, in and to the Property;

WHEREAS, the City acquired its undivided fifty percent (50%) interest pursuant to a certain Purchase and Sale Agreement dated ________, 2009 by Boyer, as seller and the City, as buyer (the "Purchase Agreement"); and

WHEREAS, Boyer and the City desire to enter into this Agreement to establish the terms pursuant to which the Property shall be jointly owned while the parties negotiate the terms of the Development Agreement (as defined below).

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the covenants of Boyer and the City set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Boyer and the City each hereby agree and covenant as follows:

1. Definitions. As used in this Agreement, the following terms shall have the meanings set forth.

   (a) "Agreement" means this Co-Tenancy Agreement.

   (b) "Boyer's Undivided Interest" means the fifty percent (50%) undivided interest in the Property owned by Boyer as a tenant-in-common with the City.

   (c) "City's Undivided Interest" means the fifty percent (50%) undivided interest in the Property owned by the City as a tenant-in-common with Boyer.

   (d) "Code" means the Internal Revenue Code of 1986, as amended.

   (e) "Deemed Loan" is defined in Section 15.

   (f) "Development Plan and Agreement" means a plan for development of the Property pursuant to which the Owners agree on how they will jointly develop the Property. It is contemplated by the Owners that such Development Plan and Agreement will be based on the terms generally set forth in Exhibit A attached hereto and incorporated by this reference. The Development Plan and Agreement will likely include, without limitation, the following:

(i) an agreement regarding the types and locations of different types of improvements on the Property, including up to two hundred (200) "market rate" units, and additionally, approximately __ affordable housing units;

(ii) an agreement that would generally provide that the City will develop affordable housing units/homes and Boyer will develop the market rate lots/units/homes;

(iii) a schedule and budget for the development of the Property, including all infrastructure to be constructed on the Property;

(iv) an allocation of the various tasks to be performed by each of the Owners in connection with the development of the Property; and

(v) if the Property is developed jointly, an agreement as to how any and all operating costs, capital expenses and profits will be financed and/or allocated between the Owners (it being understood that Boyer may receive more of the profits based on its experience in developing similar projects).

(g) "Lending Owner" is defined in Section 15.

(h) "Non-Funding Owner" is defined in Section 15.

(i) "Owner" means either Boyer or the City.

(j) "Owners" means Boyer and the City.

(k) "Property" means the tract of real property described on Exhibit B attached to this Agreement.

(l) "Purchase Price" means an amount equal to Five Million Five Hundred Thousand Dollars ($5,500,000) plus interest accruing at an interest rate of five percent (5%) per annum from the Effective Date.

(m) "Title Company" means Landmark Title Company, whose address is 675 East 2100 South, Suite 200, Salt Lake City, Utah 84106, Attention: Jeffrey J. Jensen.

(n) "Undivided Interest" refers to the Boyer's Undivided Interest or the City's Undivided.

(o) "Undivided Interests" refers to the Boyer's Undivided Interest and the City's Undivided.

2. Absence of Partnership, Joint Venture or Agency Relationship. This Agreement creates a contractual relationship between the Owners as tenants in common in respect of the Property. This Agreement does not, nor shall it be interpreted as creating, a partnership, joint venture or similar relationship between the Owners, nor shall any Owner be deemed to be or constitute the agent of the other Owner. No Owner shall have any authority to act for, or to assume any obligations or responsibility on behalf of, the other Owner.

3. Development of Property. From and after the Effective Date, the Owners shall negotiate in good faith in an attempt to finalize a Development Plan and Agreement on or prior to December 1, 2011. As part of the Development Plan and Agreement, the Owners shall determine whether: (a) to transfer all of the Undivided Interests to a Utah limited liability company to be formed by the Owners, in which case, the Development Plan and Agreement shall include the organizational documents for such new entity setting forth each Owner's relative rights in such new entity; or (b) to continue to own the Property as tenants in common, in which case the Development Plan and Agreement will likely include an amendment to this Agreement to set forth additional terms relating to the development of the Property; or (c) divide the Property so that the City and Boyer each hold distinct parcels of the Proper in fee. All negotiations by Boyer shall be conducted solely by agents or managers of The Boyer Company, L.C., and the City shall not be required to deal with any other person or entity.

4. Put Option.

(a) If the Owners are unable to agree upon the terms of the Development Plan and Agreement by December 1, 2011, then at any time thereafter Boyer may, at its sole option and discretion, deliver to the City Boyer's final proposal with respect to the terms of the Development Plan and Agreement (the "Final Proposal"). The City shall have ten (10) days to agree in writing to such Final Proposal. If the City does not timely agree in writing to the terms of the Final Proposal within such 10-day period, Boyer may, at its sole discretion, require the City to purchase Boyer's Undivided Interest (the "Put Option") for the Purchase Price and otherwise upon the terms and conditions set forth in Section 4(b) of this Agreement and the Purchase Agreement.

(b) If Boyer exercises the Put Option, the closing (the "Closing") of the sale of the Boyer's Undivided Interest by Boyer to the City shall occur on or before the date that is thirty (30) days after Boyer delivers the Final Proposal to the City (the "Closing Date"). The Closing shall occur in the office of the Title Company in person or pursuant to escrow instructions. At the Closing, (a) Boyer shall deliver or caused to be delivered a special warranty deed in the form attached hereto as Exhibit C, executed and acknowledged by Boyer, conveying the Boyer's Undivided Interest to the City, and (b) the City shall deliver or caused to be delivered the Purchase Price and any other amounts required from the City in accordance with the terms of this Agreement. All ad valorem taxes, assessments and other state, county, school, municipal and municipal utility district fees, taxes, charges and assessments (special or otherwise), if any, with respect to Boyer's Undivided Interest for the calendar year during which the Closing occurs shall be prorated as of the Closing Date. Escrow fees shall be divided equally between the Owners and all other Closing expenses shall be allocated between the Owners in a manner that is customary for property in Summit County, Utah.

(c) The Put Option shall terminate on the date a final plat is recorded for the two hundred (200) "market Rate" units described in Section 4(a).

5. Tax Status. The Owners are not partners and shall not be deemed to have created a partnership taxable under Subchapter K of the Code or under the income tax laws of the State of Utah. This Agreement shall be construed to avoid taxation of the Owners as partners under the Code or the income tax laws of the State of Utah.

6. Default. In the event of default by any Owner of material obligations set forth in this Agreement, the non-defaulting Owner shall have and exercise such rights and remedies as may be provided expressly in this Agreement and by law except the right of partition.

7. Term. The term of this Agreement shall commence as of the Effective Date first written above and shall continue indefinitely until modified, amended or revoked by Approval of the Owners or until the Closing.

8. Prohibited Transfers. Except as provided in Section 4 or Section 9, no Owner may voluntarily or involuntarily sell, transfer, assign, grant or otherwise transfer or mortgage, hypothecate, or otherwise encumber or permit or suffer any encumbrance of all or any part of, or grant an easement, license or other property interests in, its Undivided Interest in the Property or its rights under this Agreement unless such transaction expressly approved in writing by the other Owner, which consent and approval may be withheld at the absolute discretion of the other Owner. Any voluntary or involuntary attempt by an Owner or by a third party to so sell, transfer, assign, grant or encumber any such interest without the approval of the other Owner shall be void and shall constitute a material breach of this Agreement.

9. Permitted Transfers. Notwithstanding the provisions of Section 8 of this Agreement, any Owner may, without the consent of the other Owner, transfer all of its Undivided Interest in the Property or its rights under this Agreement to any entity all of equity in which and the control of which is vested in such Owner.

10. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served (i) by depositing the same in the United States mail, addressed to the Owner to be notified, postage prepaid, and registered or certified with return receipt requested; or (ii) by delivering the same in person to such Owner. Notice given in accordance with (i) above shall be effective when mailed. Notice given in accordance with (ii) above shall be effective upon receipt at the address of the addressee or upon refusal to accept delivery (such refusal being evidenced by the U.S. Postal Services's return receipt or similar advice from the courier company used to make delivery). For purposes of notice, the addresses of the Owners shall be as follows:

Boyer:

Boyer-Plumb Park City, L.C.
c/o The Boyer Company, L.C.
90 South 400 West, Suite 200
Salt Lake City, Utah 84101
Attn: Patrick Moffat

With a copy to:

Parr Brown Gee & Loveless
185 South State Street, Suite 800
Salt Lake City, Utah 84111
Attn: David E. Gee

City:

Park City Municipal Corporation
____
____
Attn: ________________
Telephone: ___________
Facsimile: ____________

Either Owner may change its address by notice to the other Owner.

11. Covenants Run With Land. This Agreement and all of the rights, obligations, covenants, provisions, and requirements of this Agreement (including, without limitation, the Put Option) are

intended to be and shall constitute covenants running with the land and shall be binding upon and shall inure to the benefit of each Owner, any other Owner who acquires or comes to have any interest in either of the Undivided Interests, and their respective grantees, transferees, lessees, heirs, devisees, personal representatives, successors, and assigns. By acquiring, in any way coming to have an interest in, or occupying an interest in or to either of the Undivided Interests, the Owner so acquiring, coming to have such interest, or occupying, consents to, and agrees to be bound by, each and every provision of this Agreement (including, without limitation, the Put Option). The provisions of this Section shall not be deemed to modify any prohibitions against or limitations upon assignment or transfer set forth elsewhere in this Agreement.

12. Governing Laws. This Agreement and the obligations of the Owners hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of Utah, without reference to its choice of law rules.

13. Entire Agreement. This Agreement and the exhibits to this Agreement contain the entire agreement between the Owners relative to the Property. No variation, modification, or change in or to this Agreement shall be binding upon any Owner unless set forth in a document duly executed by or on behalf of such Owner.

14. Waiver. No consent or waiver, express or implied, by any Owner to or of any breach or default by the other Owner in the performance by the other of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Owner of the same or any other obligations of such Owner under this Agreement. Failure on the part of an Owner to complain of any act or failure to act or to declare the other Owner in default, irrespective of how long such failure continues, shall not constitute a waiver of such Owner of its rights under this Agreement.

15. Costs and Expenses. Unless otherwise set forth in the Development Documents, the Owners shall bear the costs and expenses incurred from time to time as a result of the ownership, improvement, maintenance, repair, leasing, management and operation of the Property, including, without limitation, debt service under any loan owed by all of the Owners with respect to the Property, ad valorem taxes, special assessments, if any, insurance premiums and utilities (collectively, the "Property Expenses"), all in proportion to their respective Undivided Interests. If any Owner (the "Non-Funding Owner") fails or refuses to pay its share of the Property Expenses when due and payable, then the other Owner (the "Lending Owner"), shall have the rights, but not the obligation, to pay such amount owed by the Non-Funding Owner and such payment shall be deemed to be a loan (a "Deemed Loan") by Lending Owner to the Non-Funding Owner in the amount by which the funds actually paid by such Lending Owner exceeds its share of the Property Expenses. Each such Deemed Loan (a) shall bear interest at a rate equal to [twelve percent (12%) per annum], (b) shall mature on the thirtieth (30^{th}) day following the date on which such Deemed Loan is made, and (c) shall be secured by a lien and security interest encumbering the Non-Funding Owner's Undivided Interest.

16. Miscellaneous.

(a) In the event of any judicial or administrative action between the Owners with respect to this Agreement, the prevailing Owner shall be entitled to recover all costs and expenses incurred in connection with any such action, including reasonable attorneys' fees and court costs. In the event an Owner, without fault, is made a party to any judicial or administrative action or proceeding by reason of the conduct of the other Owner, the other Owner shall indemnify and hold the first Owner harmless from and against all loss, cost, liability and expense, including reasonable attorneys' fees, incurred in such action.

(b) The invalidity of any portion of this Agreement shall not affect the validity of the remainder of this Agreement.

(c) Section titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope or substance of this Agreement or the intent of any provisions of this Agreement.

(d) Unless the context otherwise clearly requires, words of any gender used in this Agreement shall be deemed to include the other gender and words of a singular number shall be deemed to include the plural and vice versa.

(e) Subject to the limitations on assignment and transfer set forth in <u>Section 8</u>, each provision of this Agreement shall inure to the benefit of and be binding upon the Owners hereto and their respective successors in interest and assigns.

(f) All exhibits attached to this Agreement are deemed incorporated in this Agreement by this reference as though set forth in full.

(g) References to "Sections" by number are to Sections of this Agreement unless reference is expressly made to another agreement or document.

(h) Each individual executing this Agreement warrants and represents that he has the power and authority to enter into this agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such persons..

(i) This Agreement may be executed separately or independently in any number of counterparts, each and all of which shall be deemed to have been executed simultaneously and for all purposes to be one Agreement.

(j) This Agreement shall not be recorded. The Owners shall execute and acknowledge a Notice of this Agreement in the form attached hereto as <u>Exhibit D</u> and record the same in the records of Summit County, Utah.

[Remainder of page intentionally left blank;
Signature page follows]

IN WITNESS WHEREOF, the Owners hereto have executed this Agreement to be effective as of the date first set forth above.

"**BOYER**"

BOYER-PLUMB PARK CITY, L.C., a Utah limited liability company, by its managers:

THE BOYER COMPANY, L.C., a Utah limited liability company

By:________________________________
Name:______________________________
Its: Manager

PLUMB HOLDINGS, L.L.C., a Utah limited liability company

By:________________________________
Name:______________________________
Its:________________________________

"**CITY**"

PARK CITY MUNICIPAL CORPORATION, a municipal corporation

By:____
Name:____
Its:____

EXHIBIT A
TO
CO-TENANCY AGREEMENT

Master Plan Approval; Phasing. The allowable residential density of the MPD project area is 200 units pursuant to the CT zone, and the Parties agree the Conceptual Master Plan, (dated June 2009) as attached as Attachment 1, preliminarily complies with the CT zone. This maximum density does not include the approved AUEs as specified below. This Agreement does not represent approval or vesting of any previously submitted MPD or any subsequent MPD proposal. Rather, any MPD and the land use development of the Property shall be governed by the CT-zone and shall be finalized (and, as necessary, amended) as soon as reasonably practicable following completion of the Annexation process pursuant to Utah Code Annotated § 10-2-425(5) (a "Final MPD"). Moreover, any substantive amendments to any MPD or this Agreement shall be processed in accordance with the Park City Land Management Code in effect at the time. Further, as part of any Final MPD and subdivision approval process, the phasing of the development of the Property shall be determined, to ensure the adequacy of public facilities that may be required to support any such development.

AUEs. Affordable/employee housing shall be provided in a manner consistent with the conditions of the Final MPD, with the understanding and agreement of the parties that:

a. The base Employee/Affordable Housing requirement for the Boyer Plumb development associated with the Park City Heights Annexation and a Final MPD will be determined as defined in the City's Land Management Code and in a manner consistent with Affordable Housing Resolution 17-99. This requirement shall be satisfied by the construction of said AUEs within the Property. These AUEs do not count towards the 200 unit maximum residential density above.
b. The requirement for 44.78 Affordable Unit Equivalents (AUE's) associated with the IHC Hospital, as described in the Intermountain Healthcare/USSA/Burbidge Annexation Agreement, will be transferred to and satisfied by the construction of said AUEs within the Property. These AUEs, currently configured in 17.91 Unit Equivalents, do not count towards the 200 unit maximum residential density above.
c. The Employee/Affordable Housing Phasing Plan of the Flagstaff Mountain Development Agreement further identifies the 20-acre Quinn's Junction parcel that is part of this Annexation Agreement as a potential location for other affordable housing requirements outlined in the Flagstaff Development Agreement. The City has accepted donation of the parcel towards satisfaction of some othe the affordable housing requirements, but the City still intends to construct some AEUs on the parcel and/or use the density within the MPD on the Property These AUEs do not count towards the 200 unit maximum residential density above. Any additional market or attainable housing (beyond the AUEs and beyond the exceptions described above) must count towards the City's portion of the maximum residential density above, unless additional density is approved as part of any revised MPD that complies with LMC 15-2.23-1(A)(B)(J) and (K).

Attachment 1(see pdf Map attached)

EXHIBIT B
TO
CO-TENANCY AGREEMENT

Legal Description of Property

EXHIBIT C
TO
CO-TENANCY AGREEMENT

Form of Special Warranty Deed

WHEN RECORDED MAIL THIS
DEED TO:

____
____
____

(Above Space for Recorder's Use Only)

SPECIAL WARRANTY DEED

BOYER-PLUMB PARK CITY, L.C., a Utah limited liability company ("Grantor"), does hereby CONVEY AND WARRANT against all claiming by, through or under Grantor, unto PARK CITY MUNICIPAL CORPORATION, a municipal corporation of the State of Utah ("Grantee"), whose current address is _______________________, an undivided fifty (50%) percent interest, in the following described premises (the "Property") in Summit County, State of Utah, to-wit:

[See Exhibit "A" attached hereto and by this reference made a part hereof.]

Subject to all matters of record and matters that would be disclosed by a physical inspection or survey of the Property.

WITNESS, the hand of said Grantor, this ______ day of __________, 2009.

BOYER-PLUMB PARK CITY, L.C., a Utah limited liability company, by its managers:

THE BOYER COMPANY, L.C., a Utah limited liability company

By:________________________________
Name:______________________________
Its: Manager

PLUMB HOLDINGS, L.L.C., a Utah limited liability company

By:________________________________
Name:______________________________
Its:_________________________________

State of Utah)

) ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this ____ day of __________, 200_, by ___ __________________________________, a Manager of The Boyer Company, L.C., a Manager of Boyer-Plumb Park City, L.C.

____
Notary Public

Residing at:___________________________

My Commission Expires:

State of Utah)
) ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this ____ day of __________, 200_, by ___ __________________________________, a ________________ of Plumb Holdings, L.L.C., a Manager of Boyer-Plumb Park City, L.C.

____
Notary Public

Residing at:___________________________

My Commission Expires:

EXHIBIT D
TO
CO-TENANCY AGREEMENT

Form of Notice of Co-Tenancy Agreement

PREPARED BY AND WHEN
RECORDED RETURN TO:

David E. Gee, Esq.
Parr Brown Gee & Loveless
185 South State Street, Suite 800
Salt Lake City, Utah 84111

NOTICE OF CO-TENANCY AGREEMENT

THIS NOTICE OF CO-TENANCY AGREEMENT (this "Notice") is entered into as of the _____ day of ___________, 2009, between Boyer-Plum Park City, L.C., a Utah limited liability company ("Boyer") and Park City Municipal Corporation, a municipal corporation of the State of Utah (the "City").

RECITALS

A. Boyer and the City (collectively, the "Owners") are the fee simple title owners, as tenants in common, of real property located in Summit County, Utah, which is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

B. The Owners entered into a Co-Tenancy Agreement dated as of the same date as this Notice (the "Co-Tenancy Agreement"), with respect to the Property.

C. The Owners desire to set forth in this Notice certain terms and provisions of the Co-Tenancy Agreement (or summaries thereof), for notice and recording purposes.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the Owners agree as follows:

1. Recitals Incorporated; Defined Terms. The Recitals set forth above are incorporated in this Notice by this reference. Capitalized terms that are used but not defined in this Notice shall have the respective meanings given to such terms in the Co-Tenancy Agreement.

2. Co-Tenancy Agreement. As set forth above, the Owners have entered into the Co-Tenancy Agreement, which affects the Property and by its terms constitutes a covenant running with the land, benefiting and binding every person having any fee, leasehold, mortgage lien or other interest in any portion of the Property, as well as any owner of the Property whose title is acquired by foreclosure, deed in lieu of foreclosure or other means. This Notice only briefly summarizes some of the provisions of the Co-Tenancy Agreement, and reference should be made to the Co-Tenancy Agreement for the full text of

all of the provisions of the Co-Tenancy Agreement, which are incorporated in this Notice by this reference. In the event of any conflict between the provisions of this Notice and the provisions of the Co-Tenancy Agreement, the provisions of the Co-Tenancy Agreement shall control. This Notice is solely for recording purposes and shall not be construed to, alter, modify, limit, amend or supplement the Co-Tenancy Agreement in any respect. The recordation of this Notice is in lieu of, and shall have the effect of, recording the Co-Tenancy Agreement.

3. Put Options. Pursuant to and conditioned upon all of the provisions of the Co-Tenancy Agreement, Boyer may, at its sole discretion, require the City to purchase Boyer's Undivided Interest in the Property upon terms set forth in the Co-Tenancy Agreement.

4. Prohibited Transfers; Waiver of Right of Partition. Title to the Property shall be maintained by the Owners as tenants-in-common. The sale, transfer, grant, assignment, pledge, encumbrance or other conveyance of any Undivided Interest or any part thereof shall be made in compliance with the terms of the Co-Tenancy Agreement. No Owner shall have the right to have the Property partitioned.

5. General Provisions. This Notice shall inure to the benefit of, and be binding on, the Owners and their respective successors and assigns. This Notice shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the state of Utah. This Notice may be executed in any number of duplicate originals or counterparts, each of which when so executed shall constitute in the aggregate but one and the same document. Each individual executing this Notice represents and warrants that such individual has been duly authorized to execute and deliver this Notice in the capacity and for the entity set forth where such individual signs.

THE OWNERS have executed this Notice to be effective as of the date first set forth above.

"**BOYER**"

BOYER-PLUMB PARK CITY, L.C., a Utah limited liability company, by its managers:

THE BOYER COMPANY, L.C., a Utah limited liability company

By:________________________________
Name:______________________________
Its: Manager

PLUMB HOLDINGS, L.L.C., a Utah limited liability company

By:________________________________
Name:______________________________
Its:_________________________________

"**CITY**"

PARK CITY MUNICIPAL CORPORATION, a municipal corporation

By:____
Name:____
Its:____

State of Utah)
) ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this ____ day of __________, 2009, by ____ __________________________________, a Manager of The Boyer Company, L.C., a Manager of Boyer-Plumb Park City, L.C.

____
Notary Public

Residing at:___________________________

My Commission Expires:

State of Utah)
) ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this ____ day of __________, 2009, by ____ __________________________________, a ________________ of Plumb Holdings, L.L.C., a Manager of Boyer-Plumb Park City, L.C.

____
Notary Public

Residing at:___________________________

My Commission Expires:

State of Utah)
) ss.
County of Summit)

The foregoing instrument was acknowledged before me this ____ day of __________, 2009, by ___ ________________________________, the __________________ of Park City Municipal Corporation, a municipal corporation of the State of Utah.

____
Notary Public

Residing at:___________________________

My Commission Expires:

EXHIBIT A

to

NOTICE OF CO-TENANCY AGREEMENT

Legal Description of the Property

City Council
Staff Report

PLANNING DEPARTMENT

Subject: North Silver Lake Cottages
Author: Katie Cattan
Date: November 12, 2009
Type of Item: Quasi-Judicial - Appeal of CUP Application

Summary Recommendation

Staff requests that the City Council review the appeal of the Conditional Use Permit (CUP) and consider upholding the Planning Commission's approval of the CUP for North Silver Lake Lot 2B.

Topic

Appellant:	Robert Dillon, Attorney representing adjacent property owners
Location:	Lot 2B Subdivision of Lot 2, North Silver Lake
Zoning:	Residential Development (RD)
Adjacent Land Use:	Ski resort area and residential
Reason for review:	Appeals of Planning Commission are reviewed by City Council

Background

On July 17, 2009, the appellant submitted a complete appeal for the Conditional Use Permit (CUP) approval of the North Silver Lake Subdivision Lot 2B. The Planning Commission approved the CUP on July 8, 2009 according to the findings of fact, conclusions of law, and amended conditions of approval. The Land Management Code (LMC) section 15-1-18 requires that final action by the Planning Commission on CUPs be appealed to the City Council within ten calendar days of the final action. The appellant submitted the appeal on July 17, 2009, within ten calendar days of final action.

Under the Deer Valley Resort Master Plan Development (MPD) the North Silver Lake Subdivision Lot 2B is permitted a density of 54 residential units and 14,552 square feet of commercial and support space. The Deer Valley MPD requires that all developments are subject to the conditions and requirements of the Park City Design Guidelines, the Deer Valley Design Guidelines, and the conditional use review of LMC chapter 15-1-10.

The CUP application was reviewed by the Planning Commission on five different occasions (August 13, 2008, October 22, 2008, February 25, 2009, May 27, 2009, and July 8, 2009). On July 8, 2009, the Planning Commission approved the CUP. The approved CUP consists of 54 units. The design included four central stacked condominium containing 38 units and the remaining 16 units are a mix of single family homes and duplexes creating a horseshoe around the central buildings.

A previous application known as the Harrison Horn project was approved at the same site on December 12, 2001 by the Planning Commission. That approval expired on March 11, 2006.

The City Council reviewed the appeal on October 15, 2009. During this meeting the City Council asked staff and the applicant for more information and continued the appeal to November 12, 2009. The City Council requested staff to review the open space calculation for accuracy. The Council also requested that the applicant return with a clearer visual analysis. The previous staff report from the contained the full analysis of the appeal and is available at the Planning Department upon request. (Contact kcattan@parkcity.org).

Burden of Proof and Standard of Review

Pursuant to LMC 15-1-18(G) The appellant has the burden of proving that the Planning Commission erred. The Council "shall review factual matters de novo and it shall determine the correctness of a decision of the [Planning Commission} in its interpretation of application of the land Use ordinance. "

Analysis and Discussion

During the City Council meeting on October 15, 2009, the Council requested clarity on several items. These items included open space confirmation, clarity on measured parameters, and more information on the previous 2001 approval. Staff will also respond to some questions from the neighbors and provide more analysis on the definition of compatibility and the findings of the Planning Commissioners during the approval.

Development Parameters
There are two guiding documents for measurable development parameters, the Deer Valley Master Plan (Exhibit A) and the Land Management Code .

Summary of Deer Valley Master Plan Parameters

Lot Area 2D	5.96 acres
Allowed Density	54 Units
Height	45 feet from existing grade (5' exception from LMC)
Unit Size	Except for units with relation to which the owner elects to or is required to utilize the Unit Equivalent formula, there shall be no size limitation for units constructed on any parcel provided that following construction the parcel proposed to be developed contains a minimum of 60% open space and otherwise complies with MPD and all applicable zoning regulations.
Open Space	Minimum of 60% open space. Lot 2D may utilize lot 2B towards the open space calculation less a ¼ acre that was utilized for the Bellemont Subdivision. Lot 2B is 4.03 acres. The definition of Landscaped Open Space under LMC is applied to all land (including trails/ski runs) not including structures, roads, and parking lots.
Sensitive Lands Overlay Zone (SLO)	For projects within the DV MPD, the density limitations of the SLO do not apply because MPDs approved prior to the adoption of the SLO are vested in terms of density. Site planning standards can be applied only to the extent that they do not unequivocally reduce vested density. Limits of disturbance, vegetation protection, and building design standards do apply.
Off-Street Parking	Reviewed within LMC at time of CUP review
Support Commercial	Retail: 8000 square feet. Admin., Support & other: 6525 square feet. And support commercial shall be permitted and used as defined in the Code, as amended, at the time of application.

The Land Management Code
Lot 2B of the North Silver Lake Subdivision is located in the Residential Development (RD-MPD) zone. The Deer Valley MPD also requires that the development receives a Conditional Use Permit. The sections of the LMC that are applicable to the project are 15-2.13 (RD) and 15-1-10 (CUP). The following summarizes the parameters of the LMC.

CUP Criteria LMC 15-1-10	Planning Commission must review the 15 conditional use permit criteria and must conclude that: 1) the application complies with all requirements of the LMC 2) the use will be compatible with surrounding structures in use, scale, mass and circulations 3) the use is consistent with the park city general plan, as amended; and 4) the effects of any differences in use or scale have been mitigated through careful planning.
Residential Development Zoning District LMC 15-2.13	
Front yard	20'
Rear yard	15'
Side yard	12'
Height	Height is measured from existing grade (LMC) or back of curb whichever is lower (North Silver Lake Subdivision plat note)
Building Height exceptions	1) Gable, hip, and similar pitched roofs may extend up to five feet above the zone height if the roof pitch is 4:12 or greater.
Exceptions to Unit Equivalent within common space	Residential Accessory Uses: residential accessory uses include those facilities that are for the benefit of the residents of a commercial residential use, such as a hotel or nightly rental condominium project which are common to the residential project and are not inside the individual unit. Residential Accessory Uses do not require the use of Unit Equivalents. (ski/equipment lockers, lobbies, registration, concierge, bell stand/luggage storage, maintenance areas, mechanical rooms, laundry facilities, storage, employee facilities, common pools, saunas and hot tubs not open to the public, telephone areas, public restrooms, administrative offices, hallways and circulation, elevators and stairways, back of house)

Open Space
Staff recalculated the footprints of the buildings and came within 150 square feet of the applicant's numbers. Next, staff calculated the roads, driveway, and private patio space. Staff found that the applicant's calculation were accurate, except that they included the private patios off the homes within their calculation. The private patio space contains a total of 4280 square feet. This changes the open space calculation from 74% to 72.9%. Lot 2D (4.02 acres) was utilized in the open space calculation as allowed under the Deer Valley MPD. The calculation took out a ¼ acre which was utilized by the Bellemont Subdivision to count towards the open space. No other development utilized lot 2D to comply with the required 60% open space. Lot 2D is also part of the ski run. Trails (including ski runs) count towards open space within the LMC. All of the quantitative measures of height, setbacks, and open space are in compliance within the proposed project.

Other than the request to re-evaluate the open space and height compliance, the focus of the City Council discussion on October 15th was on the qualitative measures. More specifically, compatibility and the view analysis were the two review criteria of greatest concern.

Compatibility
Throughout the Planning Commission review, the Planning Commission focused on compatibility specifically within the context of the conditional use permit review criteria eight (8) and eleven (11).

> 8. Building mass, bulk, and orientation and the location of buildings on the site; including orientation to buildings on adjoining lots.
>
> 11. physical design and compatibility with surrounding structures in mass, scale, style, design, and architectural detailing.

Compatibility is defined by the LMC as "Characteristics of different uses or designs that integrate with and relate to one another to maintain and/or enhance the context of a surrounding area or neighborhood. Elements affecting compatibility include, but are not limited to, height, scale, mass and bulk of buildings, pedestrian and vehicular circulation, parking, landscaping, and architecture, topography, environmentally sensitive areas and building patterns."

The existing context of the surrounding neighborhood is made up of single family, duplex, and triplex dwellings. The maximum height for the surrounding neighborhood is 33 feet (28' + 5' exception). Within the RD zone, height is measured from existing grade. Due to the steep topography of the land, many of the homes step with the existing grade. To give the Commission an idea of the existing scale, mass and bulk of the buildings, staff researched the county tax records for taxable square footage. The average taxable square footage for the properties adjacent to the development is 4917 square feet. This number helps quantify the existing conditions and scale. Parking is typically located within enclosed garages throughout the neighborhood. The architecture in the area is a mix of styles, yet the majority of the homes are mountain timber and log designs.

The North Silver Lake Subdivision was not built to the maximum density allowed under the MPD. The Master Plan set up a pattern for the neighborhood, which the developers chose not to follow. The following is a breakdown of the North Silver Lake Community. It shows the permitted density as well as the developed density. It is important to note that the Bellemont Townhomes did not utilize all the allowed units but did reach the minimum open space of 60% (also utilizing a ¼ acre of Lot 2D). The allowed height is also shown in the following data chart.

Parcel Name North Silver Lake Community	Permitted Density	Developed Density	Height	Parcel Size	
Westview Single Family	15	1	28	40.69	
Evergreen Single Family	36	36	28	27.00	
NSL Homesite Parcel #1	1	1	35	1.90	
Belleterre Single Family	10	10	28	11.42	
Bellevue Townhomes	24	14	28	4.62	
Bellemont Townhomes	18	12	28	3.75	
Lot 2B	54	0	45	5.96	
BelleArbor Townhomes	43	21	28-35	8.25	
Lot 2D Open Space	0	0	0	4.03	

Lot 2B is the most dense lot in the North Silver Lake subdivision as designated within the Deer Valley Master Plan. Of the eight buildable parcels within North Silver Lake, it is fifth in parcel size and has the most allowable units. This pattern of tiered density throughout a subdivision is consistent throughout Deer Valley and Empire Pass due to the master plan process. Essentially, the master plan development process created zoning within zoning.

The Planning Commission (by majority vote) found that the proposed plan mitigates the impacts of the conditional use. The approved design introduces single family and duplex dwellings around the central buildings. The original submittal included more single family and duplex dwellings around the periphery. Throughout the Planning Commission process, the commission directed the applicant to protect more of the existing vegetation. The applicant did so by moving more of the units into the central buildings. This resulted with the current design having three large central multi-unit buildings and a fourth multi-unit building located adjacent to lot 2B, the open space. This plan created a buffer of ten (10) single family homes and three (3) duplexes next to existing adjacent homes, and placed the largest buildings in the center of the project and next to the open space.

The maximum height for development within Lot 2B is 45’ + 5’ exception for pitched roofs. The applicant placed a self imposed 33' height limitation on the periphery single family homes and duplexes to create a buffer between the existing adjacent properties. The majority of the surrounding properties are limited to a 33' height with the exception being Bellearbor (38'). The North Silver Lake community is made up of single family homes, duplexes, and triplexes.

When making the final comments and decision on compatibility, the Planning Commission made several comments about the original master plan and the assigned density of 54 units. The Planning Commissioners discussed the challenge of reviewing compatibility for the most dense parcel of the North Silver Lake that is last to be developed. Commissioner Wintzer made comments about the challenge of reviewing compatibility and clarified that 'you can't put fifty-four units (on lot 2B) and match the (existing) housing project'. During the final comments of the Commissioners prior to the vote, the Planning Commissioners who voted in favor of the project made comments that the applicant had listened to the Commission and the public and had made modification to mitigate their concerns. The Commission looked at mitigation through tree protection and decreased footprints creating greater open space. The Commission determined that the mass and scale were compatible within the neighborhood and that the effects of any differences in use or scale had been mitigated through careful planning. They also commended the applicant for voluntarily choosing to include green design principles and including support commercial to decrease the dependence on the automobile.

The review of mass and scale can be difficult when looking at drawings and evaluating numbers. It is a quantitative and qualitative assessment. One method of measuring scale and compatibility used within the Planning Department is to evaluate the experience of the existing neighborhood. There are different experiences of place in different neighborhoods. The experience of old town verses Deer Valley is typically a very different. Walking down an old town street or visiting a home in old town gives an experience of quaintness, efficient utilization of space, petite spaces, etc. When visiting the North Silver Lake community a different experience is realized. It is helpful to describe the experience of place within the context of the overall Deer Valley MPD to help quantify whether or not the proposed development fits within this description of scale and is compatible.

Viewpoints

Viewpoints were also reviewed by the Planning Commission within the conditional use criteria. During the last two Planning Commission meetings, the applicant brought visual boards showing the viewpoints from afar, as well as focusing in on a close-up of the development. The Planning Commission reviewed these viewpoints prior to making the final decision. The applicant has provided the City Council with the viewpoint analysis as Exhibit B of this packet. Staff will utilize this information during the presentation to further address Council Member Hier's question regarding the height and façade of the north building. Lot 2D is located below the Stag Lodge. In reviewing the viewpoints, it is helpful to utilize the Stag Lodge as a point of reference.

The 2001 Approval
In 2001 the Planning Commission approved the Harrison Horn project on the same parcel. The 2001Planning Commission reviewed the prior application under the same CUP standards as the currently approved project. The prior approval was a valid approval that was kept current through continuations by the Planning Commission until 2006. As the City Attorney explained during the October 15th City Council meeting, the previous project is only relevant as it must be presumed valid, having met the code and mitigated the impacts of its design. If similar or the same impacts are now being raised against the new design, Council must either find new information (evidence) that was not considered during the previous process or attribute such impact(s) to design changes/differences of the new proposal. If the Council determines such additional impacts exist, the next question is whether such impacts can be mitigated by design changes or condition(s) of approval.

Staff has included the site plan and elevations of the 2001 approval as Exhibit C. The following is a comparison of the current project verses the 2001 Harrison Horn approval. These numbers were provided from the applicant and verified by the Planning Staff.

Project Comparison	Horn Approved 2001 CUP	Regent Proposed 2009 CUP
Total Gross Buildings Including Parking Area	432,490	362,777
Gross Square Footage Excluding Parking Areas	339,348	290,777
Residential Square Footage	211,731	233,818
Commercial Square Footage	14,525	0
Parking Square Footage	93,142	72,000
Open Space	72%	74%
Building SF @ Height < 33'	14,474	39,183
Building SF @ Height > 33'	70,667	41,950
Building Footprints	85,141	81,133
Building Efficiency	59%	72%
Setback from Property Line from 45' + Tall Buildings	15'	110'

Amendment to Conditions of Approval
Condition of Approval #12 states "No lockout units are permitted within this approval." Staff recommends amending this condition of approval to state "The

approved plans do not include lockout units. Any modification of the floor plans to include lockout units will require approval by the Planning Commission."
This would clarify any confusion on lockout units. They are permitted within the Deer Valley Master Plan but were not proposed within the conditional use permit.

Process

The City Council action on this matter shall constitute Final Action (unless the Council votes to remand the matter back to Planning Commission). The City Council's decision on this appeal may be appealed to the District Court within 30 days of Final Action.

Notice

Property owners who received mailed notice for the original Planning Commission hearing were sent a courtesy mailing seven days prior to the appeal hearing. The property was properly posted and legally noticed seven days prior to the appeal hearing.

Public Input

Staff has received considerable public input concerning the appeal. All of the public input has been included within Exhibit D.

Alternatives

- The City Council may affirm the Planning Commissions decision to approve in whole or in part the North Silver Lake Cottages CUP as conditioned or amended; or
- The City Council may reverse the Planning Commission decision and deny the North Silver Lake Cottages CUP in whole or in part and direct staff to make Findings for this decision; or
- The City Council may remand the matter to the Planning Commission with direction on specific items; or
- The City Council may continue the discussion on the appeal of the North Silver Lake Cottages CUP.

Recommendation

Staff recommends the City Council review the appeal and consider affirming the Planning Commission decision to approve the North Silver Lake CUP as amended and conditioned, with minor corrections, specifically to Finding #10 regarding open space:

Findings of Fact

1. The subject property is at 7101 North Silver Lake Drive. This property is also known as Lot 2B of the North Silver Lake Subdivision.
2. The proposed development is located within the Deer Valley Master Plan Development.

3. Within the Deer Valley Master Plan, the North Silver Lake Subdivision Lot 2B is permitted a density of 54 residential units and 14,552 square feet of commercial and support space.
4. The applicant has applied for a conditional use permit for the development of 54 units located on Lot 2B of the North Silver Lake Subdivision. The applicant has included 5102 square feet of support commercial space within this application. The project consists of 16 detached condominium homes and four condominium buildings containing 38 condominium units. The remaining commercial units are not transferable.
5. The North Silver Lake Subdivision Lot 2B is 5.96 acres in area.
6. The Deer Valley Master Plan requires that all developments are subject to the conditions and requirements of the Park City Design Guidelines, the Deer Valley Design Guidelines, and the conditional use review of LMC chapter 15-1-10.
7. The Deer Valley MPD determines densities on parcels as an apartment unit containing one bedroom or more shall constitute a dwelling unit and a hotel room or lodge room shall constitute one-half a dwelling unit. The Deer Valley MPD does not limit the size of units constructed provided that following construction the parcel proposed to be developed contains a minimum of 60% open space and otherwise complies with MPD and all applicable zoning regulations.
8. Within the Deer Valley MPD development parcels exhibit there is a note for the NSL Subdivision Lot 2D Open Space stating “This parcel has been platted as open space, with the open space applying to the open space requirement of Lot 2B.” Lot 2D is 4.03 acres in size.
9. Within the original North Silver Lake Subdivision, the Bellemont subdivision was allowed to also utilize Lot 2B towards the 60% open space requirement. The Bellemont Subdivision utilized ¼ acre of the Lot 2B parcel to comply with the open space requirement.
10. The current application site plan <u>contains 72.9%</u> of open space on the site including the remainder 3.78 acres of open space on Lot 2D.
11. The property is located in the Residential Development zoning district (RD) and complies with the Residential Development ordinance.
12. The property is within the Sensitive Lands Overlay Zone and complies with the Sensitive Lands Ordinance.
13. The height limit for Lot 2B was established at 45 feet within the Deer Valley Master Plan. The development complies with the established height limit, with the exception of five feet for a pitched roof.
14. The onsite parking requirements for the four stacked flat condominiums have decreased 25% in compliance with section 15-3-7 of the Land Management Code. The Planning Commission supports a 25% reduction in the parking for the stacked flats within the development.
15. The Planning Commission held public hearings on August 13, 2008, October 22, 2008, February 25, 2009, May 27, 2009, and July 8, 2009.
16. The Planning Commission approved the CUP on July 8, 2009.
17. An appeal of the CUP approval was received July 17, 2009 within ten days per LMC 15-1-18.

18. The City Council reviewed the appeal of North Silver Lake lot 2B on October 15, 2009 and on November 12, 2009.

Conclusions of Law

1. The application is consistent with the Deer Valley Master Planned Development and the Park City Land Management Code, particularly section 15-1-10, Conditional Use Permits.
2. The Use is compatible with surrounding structures in use, scale, mass, and circulation.
3. The Use is consistent with the Park City General Plan.
4. The effects of any differences in Use or scale have been mitigated through careful planning.
5. The Planning Commission did not err in approving the application.

Conditions of Approval

1. All Standard Project Conditions shall apply.
2. City approval of a construction mitigation plan is a condition precedent to the issuance of any building permits. This plan must address mitigation for construction impacts of noise, vibration, and other mechanical factors affecting adjacent property owners. The Arborcare Temporary Tree and Plant Protection Plan dated April 2, 2009 must be included within the construction mitigation plan.
3. City Engineer review and approval of all appropriate grading, utility installation, public improvements and drainage plans for compliance with City standards is a condition precedent to building permit issuance.
4. The Arborcare Temporary Tree and Plant Protection Plan dated April 2, 2009 must be adhered to. A member of the Planning Staff and Planning Commission will be invited to attend the pre-installation conference. Prior to operating any excavation machinery, all operators of any excavation machinery must sign off that they have read, understand, and will adhere to the Temporary Tree and Plant Protection plan.
5. A landscape plan is required with the building permit. The landscape plan must reflect the site plan and existing vegetation plan as reviewed and approved by the Planning Commission on July 8, 2009.
6. The developer shall mitigate impacts of drainage. The post-development run-off must not exceed the pre-development run-off.
7. Fire Marshall review and approval of the final site layout for compliance with City standards is a condition precedent to building permit issuance. The proposed development shall comply with the regulations of the Urban Wild Land Interface Code. A thirty foot defensible space will be mandatory around the project, limiting vegetation and mandating specific sprinklers by rating and location. The Fire Marshal must make findings of compliance with the urban wild land interface regulations prior to issuance of a building permit.
8. Approval of a sign plan is required prior to installation of any signs on the property.

9. Staff review and findings of compliance with the lighting regulations of LMC Section 15-5-5(I) are required prior to the issuance of an electrical permit.
10. This approval will expire November 12, 2010, 12 months from November 12, 2009, if no building permits are issued within the development. Continuing construction and validity of building permits is at the discretion of the Chief Building Official and Planning Director.
11. Approval is based on plans reviewed by the Planning Commission on July 8, 2009. Building Permit plans must substantially comply with the reviewed and approved plans. Any substantial deviation from this plan must be reviewed by the Planning Commission.
12. No lockout units are permitted within this approval.
13. The SWCA wildlife mitigation plan dated April 15, 2009 must be included within the construction mitigation plan and followed.
14. The two ADA units are to be platted as common space and cannot be separately rented without renting another unit.
15. The Sustainable Design Strategies created by Living Architecture as reviewed by the Planning Commission on July 8, 2009 must be adhered to within the building permit process. Any substantial deviation from this plan must be reviewed by the Planning Commission.
16. The final condominium plat for North Silver Lake Lot 2B may not exceed the totals for common space and private space within Exhibit C and commercial as defined by the Deer Valley MPD.

Order:

1. The appeal is denied in whole. The MPD is approved with the amended Findings of Fact and Conditions of Approval as stated within the staff report.

Exhibits

A. Deer Valley Master Plan
B. View Analysis
C. Expired 2001 Harrison Horn approved CUP
D. Public Input
E. Minutes from City Council on October 15, 2009
F. Answers to Lisa Wilson’s questions
G. Additional Public Comment received

Exhibit packet is available on-line. See www.parkcity.org