

**PARK CITY WORK SESSION NOTES
SUMMIT COUNTY, UTAH
NOVEMBER 4, 2004**

Present: Mayor Dana Williams; Council members, Kay Calvert; Marianne Cone, Candace Erickson; Jim Hier and Joe Kernan

Tom Bakaly, City Manager; Mark Harrington, City Attorney; Brooks Robinson, Planner; Gary Hill, Budget Manager; Bret Howser, Analyst; and Phyllis Robinson, affordable housing consultant

1. **Council questions/comments.** Joe Kernan reported that the Justice Department covered his expenses to attend a crime prevention conference in Pittsburgh and commented on the benefits of an information phone line for the public. Mayor Williams commented on the opening of the Boys and Girls Club at the Recreation Building in City Park. This group is a great asset to the community, which includes a cross-section of kids. Marianne Cone pointed out the success of Halloween on Main Street this year. The Mayor encouraged attendance at the green building seminar, scheduled on November 19 from 8 a.m. to 3:30 p.m. The City is a co-sponsor with Recycle Utah. There was discussion about Park City's two pending appointments to the Mosquito Abatement Board; where there was consensus that one member should be a Public Works employee and the other Dana Williams.

2. **Review of regular meeting:**

Conservation easements. Planner Brooks Robinson explained that third party conservation easements are proposed for properties purchased with open space bond proceeds. There were previous Council discussions about creating language delineating specific prohibitions and permitted uses, which proved to be inefficient and as a result, the language has been considerably pared down. He referred to language in Section 4, "*reserved rights*", relating to use of property as undeveloped park and recreational land and the ability to construct related amenities. In response to a question from the Mayor about conducting environmental remediation on open space parcels, Mark Harrington explained that easement language mirrors associated bond language and environmental work is consistent with conservation values. He continued that a mediation process is outlined in the event there is disagreement over a use issue.

Council member Kernan felt this approach provides a good balance between maintaining conservation values and promoting recreational opportunities. It was clarified for the benefit of Marianne Cone that these conservation easements only involve properties purchased with open space funds so the McPolin Farm is not included at this point. There was discussion about existing third-party conservation easements in the Flagstaff. See regular meeting minutes.

CDBG application. Bret Howser explained that the Community Development Block Grant (CDBG) is a federally funded program designed to provide monies for

projects benefiting low and moderate income households. The grants are state-administered and the Mountainlands Association of Governments (MAG) monitors the program in Utah. For 2005, MAG has allocated \$675,000 for Summit and Wasatch Counties and typically awards \$100,000 to \$150,000 for capital projects. Last year, Park City applied and received \$25,000 for the affordable housing plan. Mr. Howser explained the application process, specifically identifying projects for the consolidated plan. The hearing tonight invites public input on community needs and suggestions for projects. Gary Hill referred to eligible projects outlined in the staff report and the suggestion that the City act as a "*pass-through agent*" for non-profits, specifically the People's Health Center (PHC). Based on research, staff learned that the CDBG program may not be the best vehicle for non-profit organizations.

Phyllis Robinson explained that the CDBG is much more of a *bricks and sticks* type program, focusing on community revitalization and more recently housing. However, there is the ability through the CDBG to provide resources for public services, described as enhancements to programs that currently do not exist. Through the Department of Health and Human Services, there is a Public Service Block Grant (PSBG) which addresses issues like child care, nutrition, homelessness, and health care. This may be a more appropriate venue for PHC. Gary Hill continued that in consideration of this information, staff recommends applying for funds to assist with the ADA portion of the Marsac remodel project, as it adequately meets criteria.

Jim Hier asked if PHC should apply for capital projects through the CDBG process. Gary Hill explained that the application would have to be facilitated through the City and both the applicant and sub-grantee must attend a workshop together prior to eligibility. Discussion ensued about medical equipment qualifying under the PSBG criteria. Mr. Hill added that the money must be spent within 18 months of execution of a contract, which is generally the first of the fiscal year or July 1. In response to a question from the Mayor, Mr. Hill felt that the timing of the grant will work well with the projected commencement of the Marsac project. He emphasized that it is staff's intention to educate non-profits of funding opportunities which may potentially dovetail into a request for the City's sponsorship, which can be addressed through the special service contract process.

Joe Kernan relayed that he understood that there may be an opportunity for PHC to obtain facility space through the IHC hospital project. He pointed out that the grant workshop is scheduled in September and the public hearing in November and suggested reversing the order. Mr. Hill believed that the process is strictly regulated but suggested that sponsorship be addressed in the special service contract in July. Jim Hier suggested that the City schedule a preliminary hearing before September, which would not interfere or change MAG's guidelines. There was consensus among Council members to independently hold a hearing for interested non-profits prior to September.

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City Council Work Session
November 4, 2004

Joe Kernan suggested including citizen physical needs and health services in the City's consolidated plan and Mr. Hill agreed that this will be included next year.

Prepared by Janet M. Scott, City Recorder

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
NOVEMBER 4, 2004**

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, November 4, 2004. Members in attendance were Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Gary Hill, Budget Manager, Bret Howser, Analyst, Ray Milliner, Planner; and Brooks Robinson, Planner.

II COMMUNICATIONS FROM COUNCIL AND STAFF

Education Foundation – Suzanne Moore thanked the Mayor and City Council for its support and reminded people of the luncheon hosted by the Foundation next Wednesday at the Silver Lake Lodge. The Mayor reported that he will read the Polar Express at the Library as part of the week's activities.

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

None.

IV WORK SESSION NOTES AND MINUTES OF MEETINGS OF OCTOBER 14, AND OCTOBER 21, 2004

Kay Calvert, "I move to approve the work session notes and minutes of meetings of October 14 and 21, 2004". Candace Erickson seconded. Motion unanimously carried.

V PUBLIC HEARINGS

1. Community Development Block Grant (CDBG) application – See staff report and work session notes. Bret Howser explained that the CDBG is a federally funded program for the development of viable communities focusing on low to moderate income households. The amount set aside this year for Summit and Wasatch Counties is \$675,000; awards for capital projects range between \$100,000 to \$150,000. Last year Park City received \$25,500 for our affordable housing plan. Mr. Howser emphasized that the application process requires holding a public hearing for the purpose of providing citizens with information about the grant program, identifying and discussing community development needs, and obtaining citizens views and suggestions with regard to possible projects.

The Mayor referred to the consolidated plan in the staff report, which outlines qualifying projects and opened the public hearing. Hearing no comments, the public hearing was closed. There was discussion about the grant amount varying each year. Council

expressed its consensus for applying for funding for the ADA portion of the Marsac remodel project and Gary Hill added that staff will be returning to Council with cost estimates in the next couple of weeks.

2. Ordinance approving an amendment to all of Lots 26, 27 and 28 of Block 4 of the Park City Survey, located at 424 Woodside Avenue, Park City, Utah – Planner Ray Milliner explained that the application requests combining three lots into one. The Planning Commission forwarded a positive recommendation based on the findings of fact, conclusions of law, and conditions of approval outlined in the ordinance. The Mayor opened the public hearing. Hearing no input, the public hearing was closed.

3. Ordinance approving an amended and restated Paintbrush Homes Record of Survey Plat, Park City, Utah – Planner Brooks Robinson explained that the applicant is requesting creating two units on the existing record of survey, which transfers 5.2 unit equivalents of density to this plat approved in the Village at Empire Pass MPD. The project is located in the RD zone and meets height and setback requirements. Hearing no comments from the audience or the Council, the public hearing was closed.

4. Ordinance approving the Shooting Star Lodge Condominium Plat, Park City, Utah – Planner Brooks Robinson stated that Shooting Star is the first large multi-unit building within the Village at Empire Pass. This is a condominium project with 21 units ranging in size from 1,351 to 2,028 square feet. The application complies with the approved conditional use permit for Shooting Star Lodge and the MPD for the Village at Empire Pass. The Mayor opened the public hearing. Mark Harrington reported that the City continues to receive correspondence from Craig Smay, Esq. objecting to approvals in Flagstaff. Hearing no comments from the audience or the Council, the Mayor closed the public hearing.

VI CONSENT AGENDA

Jim Hier, "I move approval of Consent Agenda Items 1 through 5". Kay Calvert seconded. Motion carried unanimously.

1. Approval of quit claim deed from PCMC to the owners of units at 587 Deer Valley Loop Road Condominiums – See staff report and public hearing.

2. Ordinance approving an amendment to all of Lots 26, 27 and 28 of Block 4 of the Park City Survey, located at 424 Woodside Avenue, Park City, Utah – See staff report and public hearing.

3. Ordinance approving an amended and restated Paintbrush Homes Record of Survey Plat, Park City, Utah – See staff report and public hearing.

4. Ordinance approving the Shooting Star Lodge Condominium Plat, Park City, Utah – See staff report and public hearing.

5. Resolution proclaiming the week of November 6 – 13, 2004 as Park City Education Week in Park City, Utah – See public input. Staff recommends approval.

VII NEW BUSINESS

Granting of conservation easements to Summit Land Conservancy, in a form approved by the City Attorney, on all lands purchased with open space bond funds as follows:

- Richards Ranch (SR224)
- Virginia Mining Claim (Rossi Hill)
- Union Pacific (Rail Trail)
- Grover (Round Valley)
- UP&L (bottom of Main Street)
- McMillian (Round Valley)
- Bilogio (Round Valley)
- Cranbrook (Round Valley)
- E. Gillmor (Round Valley)

See staff report and work session notes. Planner Brooks Robinson stated that third-party conservation easements are prepared for these properties, purchased with open space bond proceeds, to be granted to the Summit Land Conservancy, a Utah non-profit. Jennifer Guetschow, Summit Land Conservancy, thanked Council and expressed her appreciation of the cooperative effort in completing this project. She acknowledged that the state-wide initiative for open space did not pass. However, it passed overwhelmingly in Summit County and the open space bond for Snyderville Basin was successful. The Summit Land Conservancy is committed to work with the legislature and/or a mechanism for state funding for the preservation of open space. Kay Calvert asked if the failure of the state bond was because of education priorities or lack of importance to voters. Ms. Guetschow responded that she felt it is both and voters were also confused by the proposition language. Jim Hler thanked everyone involved in the process. Jim Hier, "I move that Council approve the third-party conservation easements on the lands purchased with open space bond funds". Joe Kernan seconded. Motion unanimously carried.

VIII ADJOURNMENT

With no further business, the regular meeting of the City Council was adjourned.

MEMORANDUM OF CLOSED SESSION

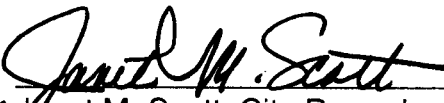
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City Council Meeting
November 4, 2004

The City Council met in closed session at approximately 3:30 p.m. Members in attendance were Mayor Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, City Manager and Mark Harrington, City Attorney. Jim Hier, "I move to close the meeting to discuss property and personnel". Kay Calvert seconded. Motion carried unanimously.

The meeting opened at approximately 5:30 p.m.

The meeting for which these minutes were prepared was noticed by posting at least 24 hours in advance and by delivery to the news media two days prior to the meeting.

Prepared by Janet M. Scott


Janet M. Scott, City Recorder



City Council Staff Report

Author: Bret Howser
Subject: CDBG PUBLIC HEARING
Date: November 4, 2004
Type of Item: Public Hearing



BUDGET, DEBT, AND
GRANTS

Summary Recommendations: Hold a public hearing soliciting public comment for the Community Development Block Grant (CDBG) Pre-Application. Select a project based on public comment and direct Staff to apply for funding for that project.

Description:

Topic: CDBG Public Hearing

Background:

City staff is in the process of preparing an application for Community Development Block Grant (CDBG) funds from Mountainlands Association of Governments (MAG). As of yet, City Staff has received no public input concerning potential projects for which to apply. As part of the pre-application process the City is required to hold a public hearing soliciting comment regarding the CDBG application. The CDBG Pre Application is due on December 3, 2004 and Staff is recommending that the City hold the required public meeting on November 4, 2004.

Projects available for funding through the CDBG program are limited to those outlined in the Regional Consolidated Plan produced by MAG. A copy of the Park City's portion of the Consolidated Plan is appended to this report. The purpose of the public hearing is to discuss potential grant application ideas specifically to:

1. Supply Citizen's information on the: Amount of CDBG funds available for allocation, the range of activities that may be undertaken with CDBG funds, the estimated amount of CDBG money proposed for activities that will meet the national objective of benefit to Low/Moderate Income (LMI) individuals, and the proposed CDBG activities likely to result in displacement of LMI.
2. Identify and Discuss Community Development Needs of the Community.
3. Obtain citizens' views and suggestions regarding possible projects.
4. Respond to suggestions and questions.

After the public hearing the City Council will determine which project will be submitted in the CDBG pre-application. The pre-application will then be submitted based on the comments from the public hearing.

The CDBG process allows each entity in MAG to submit one project application per year. The City received \$25,500 for the Affordable Housing Plan during FY 2004. The CDBG funds are distributed within MAG based on need, prior year funding, and other ranking criteria.

Analysis:

To be considered for CDBG funding, projects must meet one of three Congressional Compliance Requirements: (1) Low to Moderate Income Benefit, (2) Aiding in the Prevention or Elimination of Slums or Blight, or (3) Urgent Health and Welfare Compliance. Historically, preference has been shown to projects meeting requirement #1.

This year the MAG region will likely have \$1.5 million dollars in CDBG funds available for projects (the actual amount will not be known until February), of which the Summit/Wasatch area will be eligible for \$675,000. The following is a list of projects which are included in the MAG Consolidated Plan and are therefore eligible to be considered for the CDBG pre-application process:

- City Hall Renovations (namely Marsac Bldg. ADA implementations)
- General ADA Implementation
- Affordable Housing
- Trails Master Plan Implementation
- Public Safety Facility
- Tunnel Improvements (water supply)
- Water Equipment
- Water Source, Storage & Delivery

At this point, no public recommendations have been received concerning possible CDBG projects. Barring public input to the contrary, City Staff recommends that Council consider ADA Implementation at City Hall as the FY 2005 CDBG project. The project is the most likely to be funded of those included in the consolidated plan as it meets National Objective #1 and is in line with eligibility requirements outlined by MAG.

Following the public hearing, staff would like Council's direction regarding which project the City should apply for. Staff will update Council as to the status of the application in the Manager's Report in the following weeks.

Public questions or comments may be voiced during this public hearing or submitted to the City at 445 Marsac Ave., Park City, UT 84060. Concerned residents may also contact the Budget, Debt, and Grants Department at (435) 615-5181.

Department Review:

City Manager, Legal, Budget, Debt, and Grants

Alternatives:

- A. **Approve the Request:** After the public hearing is completed Council will need to recommend a project for the CDBG Application process based on the information gathered at that hearing.
- B. **Deny the Request:** Council could choose to not hold the public hearing or recommend a project for the CDBG application process.
- C. **Continue the Item:** Council could continue the item. Failure to specify a project or hold a public hearing before Dec 3, 2004 will result in the City not being eligible to apply for 2005 CDBG funding.
- D. **Do Nothing:** Failure to specify a project or hold a public hearing before Dec 3, 2004 will result in the City not being eligible to apply for 2005 CDBG funding.

Significant Impacts: Park City is eligible to receive CDBG funds through MAG. By holding a public hearing and identifying a project for the pre-application process the City will be eligible for potential funding of up to \$675,000.

Consequences of not taking the recommended action: Park City has historically not received CDBG funds. Failure to hold the public hearing or identify a project for the pre application process will prevent Park City from potentially receiving CDBG funding in the FY 2005 CDBG cycle.

Recommendation:

1. Hold a public hearing on November 4, 2004.
2. Identify a City project based on the public comment received at public hearing for the FY 2005 CDBG Funding and direct Staff to apply on the City's behalf.

Attachment: Park City Consolidated Plan

PARK CITY

Population:	1990	2000	2010	2020	2030
	4,468	7,371	13,429	17,634	20,390
Per Capita Income:	\$45,164			2000 Census	
Median Household Income:	\$65,800			2000 Census	
Median Family Income:	\$77,137			2000 Census	
Total Households:	2,705			2000 Census	

Park City, located in southwestern Summit County, is an internationally recognized four-season destination resort. Once the second largest silver producing town in the United States, Park City with its three world famous resorts (Deer Valley Resort, Park City Mountain Resort & the Canyons Resort) is home to the United States Ski & Snowboard Association, the Sundance Film Festival and numerous other yearly events. As a major mountain venue for the 2002 Olympic Winter Games, Park City's reputation for hospitality and sports continues to grow. Park City is widely recognized for pioneering many innovative planning, conservation and artistic endeavors, and stands at the forefront of preserving open space, creating trails, working on affordable housing, and its historic preservation efforts.

Park City faces the dual issues of being a resort community, as well as a bedroom community for Salt Lake City 25 miles to the west. With high property market values and a strong tourism economy, Park City is quite unlike other communities statewide of comparable size. The large fluxes in population due to tourism require this City of 7,300 permanent residents to provide services for up to 45,000 during peak season.

Park City has Council/Manager form of government. Departments within the City include Public Works, Public Safety, Library and Recreation, and the Executive Function with self managed work teams. There is also a Planning Commission, Recreation Advisory Board, Historic Preservation Board, Citizens Open Space Committee, Board of Adjustments and Board of Appeals.

In general, the land use and planning in Park City are well managed. The City has a professional planning staff and active citizen participation. The community is growing rapidly, yet the growth is somewhat organized and with the imposition of impact fees, Park City appears to be financially sound.

Housing in Park City is more costly than in other communities in Utah. The Harvard Joint Center for Housing Studies recently noted that the obstacles for providing quality affordable work force housing may be more difficult than developing a great resort. Population increases, especially households whose income are not dependent on local wages, have increased housing demand and housing cost in Park City. These trends makes the provision of housing for the full spectrum of Park City's service workers, essential employees, seniors on limited incomes and citizens with special social or physical needs, increasingly difficult. The economic and cultural well being of our community is linked to our ability to provide a choice of housing opportunities for its residents. Park City Municipal Corporation is a leader in implementing Employer Assisted Housing strategies. The City provides a housing allowance to full-time, regular employees who live within the Park City School District boundaries. The City owns and manages rental housing to assist with employee recruitment and retention. The City also assists employees in the purchase of housing through low interest loans for down payment assistance and second mortgages.

The availability and price of land are key nongovernmental constraints in the development of affordable housing. Land-use regulations, aggressive impact fees, and strict development requirements further exacerbate conditions.

The Public Works Department of Park City maintains 104 lane miles of road. The primary streets are in good condition, but the Old Town area has many streets in need of total reconstruction. Reconstruction requires underground utilities to be evaluated and where needed, replaced at significant cost. In the next five years, the Public Works Department will continue its pavement management program costing approximately \$2.0 million. Additional projects requiring improvements are the expansion of the municipal parking structure, water improvements to meet fire flow requirements, streetlights and all aspects of fleet repair and replacement. As Park City continues to grow, more personnel will need to be added to the Public Works staff. The most immediate need to the department is to upgrade the water distribution and treatment facilities by replacing aged infrastructure and adding new equipment and personnel.

The Park City water system has a capacity of 9.4 million gallons per day, which serves 4,500 residences, 600 commercial businesses, and six institutional/governmental buildings. The system is currently used to about 85 percent of capacity. The water system should be adequate for the City's needs in the next one to three years. In the next five years, Park City will expand capacity to about 4,500 acre-feet annually (approximately 30 percent increase). In addition to acquiring new water resources, the City is continually maintaining its current resources through a number of projects including pump motor replacement, tunnel improvements, and replacement of aging infrastructure.

Park City constantly strives to improve accessibility for disabled persons to public buildings, parks, and other areas through an ADA Implementation process. Annually, the City budgets for projects and expenditures that seek to better conform to the Americans with Disabilities Act. This year, the City also plans to make much-needed improvements to the out-dated City Hall. The project includes a broad retrofitting to comply with ADA.

The Park City Police Department provides law enforcement services and police protection within the incorporated limits of the City. The 28 officers of the department serve the 7,300 plus full-time residents, seasonal residents, and approximately 20,000 visitors capacity per night in the peak season. The department completed a Police Facility Needs and Site Assessment study in June 2004, in consideration of constructing a future police facility. Within the next three years, the City expects to construct a new public safety facility, either in the downtown core in connection with the renovation of City Hall and Town Plaza Plan or the expansion of the downtown parking structure, or as a stand-alone facility outside of the downtown core. Current cost estimates for this facility are between \$2.5 million and \$3 million.

The Park City Recreation Department maintains an 18-hole golf course, the Park City Racquet Club, the Park City Community Center, and a six-acre park, that includes a new skate park facility and playground. The Recreation Department programs several activities for all residents. The programs are running at about 90 percent of capacity, and with the rapidly growing population, the programs and facilities will soon reach their maximum capacity. Current deficiencies include lack of field space for field sports such as soccer and Little League baseball. In the next five years, Park City will add additional improvements to City Park, resurface the tennis courts, and create additional trails throughout the community. Park City has been working on a regional recreation program with the Snyderville Basin Special Recreation District (SBSRD) that includes joint capital recreation projects. One such project is a soon to be constructed Quinn's Junction Recreation Complex that will consist of an enclosed ice rink, two to three softball/baseball fields and four rectangular fields for sports like soccer, lacrosse, rugby and others. Construction is expected to start in 2004 and be open for use in 2005.

The Park City Fire District provides fire protection services to Park City. The service is adequate to meet the City's needs, but the rapid growth in the district has put a lot of demand on the level of service. The Park City area is forested and poses a great fire danger. The fire district will need to constantly upgrade its equipment and hire additional employees in order to maintain proper fire fighting protection. The District is not a component unit of any other government.

The Snyderville Basin Water Reclamation District provides wastewater collection and treatment services to western Summit County (Snyderville Basin), which includes Park City. The District encompasses approximately 102 square miles and operates and maintains two reclamation facilities, a collection system comprised of over 230 miles of pipeline, ten pump stations, and an administrative office building. The Board of Trustees is made up of four elected members from the general populace of the District and one member appointed by the Park City Municipal Corporation. The District is not a component unit of any other government.

Park City solid waste disposal service is provided by Summit County. The current landfill is adequate for the next five years at the current rate of growth and development. The County is in need of four additional employees. In the next five years the landfill will need cell enhancement, which will cost approximately \$100,000. Within ten years the county will need to develop a new cell at an estimated cost of \$3 to \$4 million. The County recently installed new scales at Three Mile Canyon. New scales will be installed in Henefer in 2005. In addition, the County would also like to complete roadwork for about \$50,000 and purchase \$150,000 in new equipment. The County offers metal recycling and other minor recycling programs in limited areas.

Park City receives its healthcare services and programs from the Summit County Health Department. There are currently four clinics in the county, but no hospital. The County needs to construct a hospital as soon as possible and to upgrade the current Health Department facilities. Within ten years, the health department would like to expand existing clinics and provide more specialization.

Students in Park City attend the Park City School District. The District educates children from both Park City and the surrounding Summit County areas. The majority of the County's population lives in Park City and the surrounding unincorporated area known as the Snyderville Basin. There are four elementary schools, two middle schools, one high school and one alternative school. The Park City School District is known for its high performing students, skilled and dedicated staff and up-to-date facilities. The schools in the district are used to full capacity and new facilities will be required in the next five to ten years.

Summit County and Park City work together to implement best planning practices particularly related to land use planning, open space and recreation and affordable housing as the unincorporated Snyderville Basin area located on the north border of Park City continues to grow. The population in the unincorporated area surrounding Park City is now greater than the population within Park City's limits.

Needs and Priorities

Identified Need	Cost	Source	Priority	Start
Tunnel Improvements (water supply)	\$750,000	Water Fees	1	Ongoing
Water Equipment	\$415,000	Water Fees	1	Ongoing
Water Source, Storage & Delivery	\$20,000,000	Water Fees Federal Grant	1	2004
ADA Implementation	\$58,676	General Fund	1	Yearly
Affordable Housing	\$1,632,853	RDA Tax Increment CDBG	1	Ongoing
Trails Master Plan Implementation	\$646,322	General Fund/RDA	1	Ongoing
Public Safety Facility	\$1,528,345	Impact Fees	1	Ongoing
City Hall Renovations	\$2,500,000	General Fund	1	2005

SUMMARY CAPITAL IMPROVEMENT PLAN

SHORT TERM (1 YEARS)

Rank	Project Description	Total Est. Cost	Estimated Start Date	Revenue Sources/ Amounts	Resp Dept
1	Affordable Housing	\$1,632,853	Ongoing	RDA Tax Increment. CDBG	T&C Svc.
1	Tunnel Improvements	\$750,000	Ongoing	Water Fees	PW
1	ADA Implementation	\$58,676	Ongoing	General Fund	PW
1	Trails Master Plan	\$646,322	Ongoing	General Fund, RDA	ED & CP
1	City Park Improvements	\$1,354,558	Ongoing	RDA Impact Fees	Rec.
1	City Hall Improvements	\$2,500,000	2005	General Fund	ED & CP

MEDIUM TERM (5 YEAR)

Rank	Project Description	Total Est. Cost	Estimated Start Date	Revenue Sources/ Amounts	Resp Dept
1	Water Source, Storage, & Delivery	\$21,444,912	2004-06	Water Fees Federal Grant	PW
1	Public Safety Facility	\$1,528,345	2005	Impact Fees	POL
1	Pavement Management	\$2,397,382	2005	Class C Road Fund/General	PW

LONG TERM (5-10 YEARS)

Rank	Project Description	Total Est. Cost	Estimated Start Date	Revenue Sources/ Amounts	Resp Dept
1	Trails Master Plan	\$750,000	Ongoing	General Fund RDA	OCMB

CIP Action Plan

The Capital Improvement Program (CIP) is Park City's primary tool for determining the priority, timing and funding of our major public improvements. Identification of projects for the CIP is based upon input from staff, public and council

Developing the CIP

Park City's CIP contains many projects. Since it is not possible to fund all of these projects on the limited sources of revenue available, the projects are prioritized and programmed over a five-year period with particular attention on the next two years to correspond with the overall two-year budget cycle.

As part of the preparation of the municipal biennial budget, a careful analysis is made of the CIP to determine which projects should be constructed and from which sources funds should be made available. There are five criteria applied to proposed CIP items in order to determine their level of capital activity: support, funding, impact, timeline and investment.

Staff then presents the CIP prioritization to the City Council for approval. This prioritization is part of the biennial budget process. The City Council makes the ultimate determination as to prioritization, funding and timing.

Once the budget is adopted by the City Council, staff is authorized to begin implementation in coordination with the approved prioritization and funding schedule.

Implementation and Monitoring of the CIP

Once CIP items are authorized, the implementation process begins. Elements in CIP implementation may include the issuance of public debt, application for grant funding, and/or the request and award of contracts. All significant contracts are approved by the City Council.

Project management and program oversight are ongoing processes to allow for continual improvement. Quarterly updates reports are presented to the City Council. Mid-course corrections are made as necessary.

The CIP is updated annually by deleting completed projects, adjusting cost estimates and funding sources, adding new projects as needed and re-evaluating priorities. This process allows the City to allocate

limited resources among a variety of needed public services to serve existing development and future growth. All CIP projects are readopted annually in the second year of the budget.

Moderate Income and Fair Housing Strategies

Adopted Strategies

Park City is committed to fostering a diverse social and economic community. Toward this end and within its financial means, Park City encourages, facilitates and promotes a wide range of inclusive housing choices. As early as 1978, Park City negotiated with local developers for the provision of affordable housing for its service and essential employees. Specific strategies have included:

- Park City incorporated a Housing Element to its General Plan to promote a balanced mix of rental and for-sale housing of varying size and price ranges to provide options for our work force and a diverse cross-section of residents in accordance with HB 295 adopted by the Utah State Legislature in 1996.
- Park City adopted affordable housing guidelines and mitigation standards for annexations and master planned developments of 50 residential units or more and/or commercial mixed used projects of 5,000 square feet or more. City Council Resolution 17-99 requires mitigation in the form of affordable housing units equivalent to 15 percent of the total residential unit equivalents and 20 percent of employees generated by commercial components.
- Park City Municipal Corporation is a leader in implementing Employer Assisted Housing strategies. The City provides a housing allowance to full-time, regular employees who live within the Park City School District boundaries. The City currently owns and manages seven rental-housing units to assist with employee recruitment and retention. The City also assists employees in the purchase of housing through low interest loans for down payment assistance and second mortgages.
- PC has an Affirmatively Furthering Fair Housing Plan and promotes the removal of barriers to housing choice and opportunities in its policies and procedures.
- Park City has an enforceable and legal development code, zoning ordinance and other laws that don't discriminate and which are fair and equitable.

Current Projects

Park City is currently undertaking a comprehensive Housing Needs Assessment. This Assessment is being prepared to better understand current housing problems and to provide information that can be used to address the identified needs. This report will provide information on the demographics of the City' population, their housing needs, the impact that housing has on employers and the opinions that both employers and residents have about housing.

Information gathered in this assessment may be used to:

- Develop new public policies and programs related to housing;
- Facilitate the private sector's development of affordable housing
- Develop recommendations for ways to generate and allocate public resources for housing development;
- Plan for future housing impacts connected with anticipated growth; and
- Monitor the effectiveness of housing programs and projects that might be initiated.

The preparation of the Housing Needs Assessment is especially timely and critical with the transition of Summit County to part of the Salt Lake MSA for purposes of calculating Area Median Income. Summit County is expected to see a substantial decrease in its AMI as a result of this change. The impact of this change will be included in this assessment. The Housing Needs Assessment is scheduled for completion in Spring 2005.

CITY COUNCIL Staff Report



Planner: Ray Milliner
Subject: 424 WOODSIDE AVENUE PLAT
Date: November 4, 2004
Type of Item: Administrative; Plat Amendment

PLANNING DEPARTMENT

RECOMMENDATION: Staff recommends that the City Council review the proposed plat amendment, conduct a public hearing and consider approving it according to the findings of fact, conclusions of law and conditions of approval outlined in the attached ordinance.

DESCRIPTION

Project Name: 424 Woodside Avenue
Project Planner: Ray Milliner
Applicant: Jon and Heather Berkley
Location: 424 Woodside Avenue
Zone: Historic Residential (HR-1)

BACKGROUND

The applicant is requesting a plat amendment to combine all of Lots 26, 27 and 28 of Block 4 of the Park City Survey into one lot of record, for the purpose of building an addition to an existing duplex on the site. If approved, the plat amendment will create a lot of approximately 5,625 square feet. The property has an application for development on a steep slope under review by the Planning Commission this evening on the consent calendar.

The historic building was renovated and an addition was constructed creating a legal duplex in 1995. The historic section of the structure encroaches into the City r-o-w along Woodside Avenue, but the 1995 addition meets all setback requirements. There are two on-site parking spaces provided to accommodate the 1995 addition (pursuant to LMC Section 15-2.2-4 the historic section is exempt from the parking requirement).

ANALYSIS

The property is located in the HR-1 zone. The proposed addition and remodel of the duplex is an allowed use in the HR-1 zone provided it meets the criteria in LMC Chapter 15-2.2, and the Historic District Design Guidelines. The applicant has submitted an application for Historic District Design Guideline review, which is currently being reviewed by staff. The addition is proposed on a lot that exceeds 30% in slope. Therefore, in addition to meeting the required minimum lot and site requirements of the LMC any construction on the site must receive a CUP for construction on a steep slope from the Planning Commission. The applicant has submitted said application, which is being reviewed by the Planning Commission concurrent with this subdivision.

The property will have access from Woodside Avenue and approximately 75 feet of linear frontage on the street. There are no existing easements on the property. The proposed lot complies with all required LMC lot size, lot arrangement, lot dimension and access requirements.

NOTICE

Notice of this hearing was sent to property owners within 300' on October 13, 2004. Staff has received no comments from the public at the time of this writing.

DEPARTMENT REVIEW

The Planning Department has reviewed this request. The City Attorney and City Engineer will review the plat for form and compliance with the LMC and State Law prior to recording. The request was discussed at a Staff Review Meeting on October 19, 2004, where representatives from local utilities and City Staff were in attendance. No additional issues or concerns were identified.

RECOMMENDATION

Staff recommends that the City Council review the proposed plat amendment, conduct a public hearing and consider approving it according to the findings of fact, conclusions of law and conditions of approval outlined in the attached ordinance.

EXHIBITS

- Exhibit A – Proposed Ordinance
- Exhibit B – Plat Amendment
- Exhibit C – Site Survey

Ordinance No. 04-

AN ORDINANCE APPROVING AN AMENDMENT TO ALL OF LOTS 26, 27 AND 28 OF BLOCK 4 OF THE PARK CITY SURVEY, LOCATED AT 424 WOODSIDE AVENUE, PARK CITY, UTAH

WHEREAS, the owner of the property known as 424 Woodside Avenue, has petitioned the City Council for approval of a plat amendment; and

WHEREAS, proper notice was sent and the property posted according to requirements of the Land Management Code and State Law; and

WHEREAS, on October 27, 2004 the Planning Commission held a public hearing to receive public input on the proposed plat amendment and forwarded a positive recommendation of approval to the City Council; and

WHEREAS, the proposed plat amendment allows the property owner to remove one lot line between two lots of record creating one lot of record; and

WHEREAS, it is in the best interest of Park City Utah to approve the plat amendment.

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

SECTION 1. FINDINGS OF FACT. The above recitals are hereby incorporated as findings of fact. The following are also adopted by City Council as findings of fact:

1. The property is located in the Historic Residential (HR-1) zone.
2. The HR-1 zone is a residential zone characterized by a mix of contemporary residences and smaller historic homes.
3. The amendment will combine all of Lots 26, 27 and 28 of Block 4 of the Park City Survey into one lot of record.
4. The proposed lot would consist of 5,625 square feet.
5. Duplex lots require 3,750 square feet of lot area in the HR-1 zone.
6. The lot has 75 feet of frontage on Woodside Avenue.
7. Portions of the lot exceed 30% slope, which requires a Steep Slope CUP.
8. The applicant has submitted a Steep Slope CUP application for review by the Planning Commission.
9. No remnant lots will be created as a result of this application.

SECTION 2. CONCLUSIONS OF LAW. The City Council hereby adopts the following Conclusions of Law:

1. There is good cause for this plat amendment.
2. The plat amendment is consistent with the Park City Land Management Code and applicable State law.
3. Neither the public nor any person will be materially injured by the proposed plat amendment.
4. As conditioned the plat amendment is consistent with the Park City General Plan.

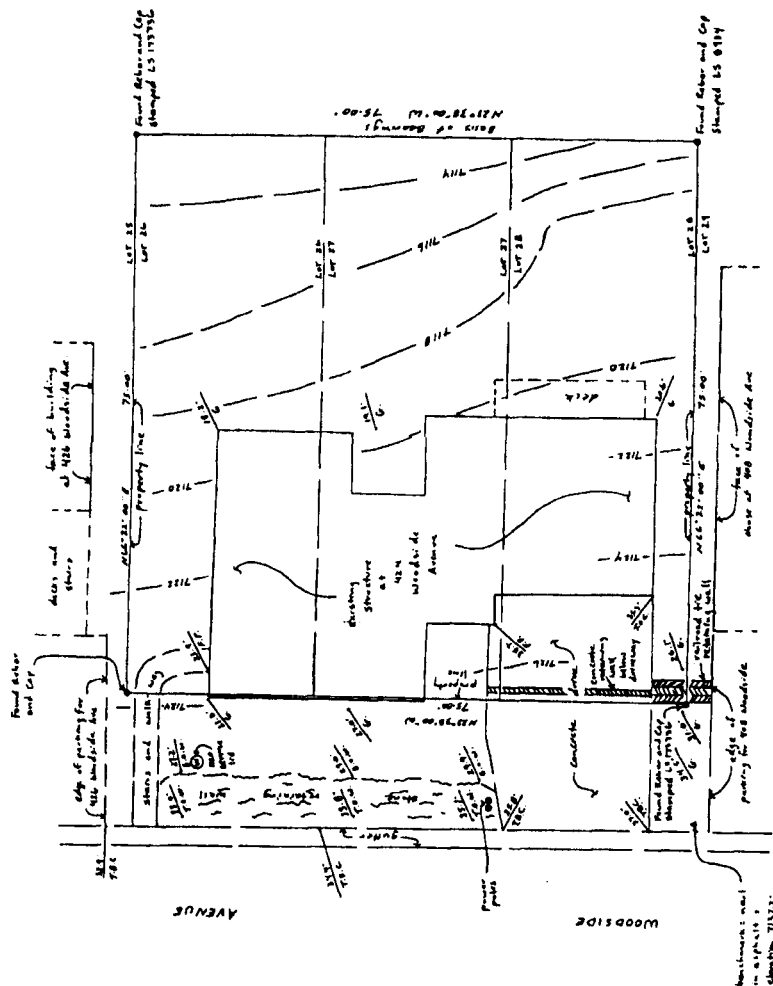
SECTION 3. CONDITIONS OF APPROVAL. The City Council hereby adopts the following Conditions of Approval:

1. The City Attorney and City Engineer review and approval the final form and content of the plat for compliance with the Land Management Code and conditions of approval are a conditions precedent to recording the plat.
2. Prior to the receipt of a building permit, the applicant shall submit an application for review for compliance with the Historic District Design Guidelines.
3. No building permits shall be issued prior to the final recordation of the plat at the County Recorder's Office.
4. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval and the plat will be void.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 4th day of November 2004.

424 WOODSIDE AVENUE RECORD OF SURVEY
LOTS 26.27, and 28, BLOCK 7, PARK CITY SURVEY, SUNDRIFF COUNTY, WYOM.



SURVEYOR'S CERTIFICATION:
I, J. J. Duhamel, hold license number 187921 as promulgated by the laws of the State of Utah, and certify that I have made a survey of the property shown herein and as described in the survey notes and legal description below.

Below 43000

- The purpose of this survey is to properly estimate, classify, and location of the shown improvements. This survey was requested by Jim Beahle.
1. All bearings and distances shown were measured and are equal to the bearings and distances on the recorded maps of Block 4, Park City Survey.
2. The section interval is four feet.
3. Although no survey data without the surveyor's constant makes this survey invalid.

5606 003X51P 0004

all of Lots No. 27 and 28, Block 4, North City Survey, also being located in Section No. 7, Township 10 South, Range 4 East, Salt Lake Meridian, Summit County, Utah. The area of lots 26, 27 and 28 together encompass 52.55 square feet, or 0.13 acres.



August 5, 2009

COLLIER

SEP 21 2004

PL/SQL
PL/SQL

City Council Staff Report



Author: Brooks T. Robinson
Subject: Village at Empire Pass Phase 1A
First Amended and Restated Record of Survey
Paintbrush Homes
Date: November 4, 2004
Type of Item: Legislative

**PLANNING
DEPARTMENT**

Summary Recommendations:

The Planning Department recommends the City Council open the public hearing, take any public comment, and consider approval of the First Amended and Restated Paintbrush Homes Record of Survey plat within the Village at Empire Pass based on the findings of fact, conclusions of law, and conditions of approval.

Topic:

Applicant	Paintbrush Homes, LLC (East West Partners)
Location	Pod A, Village at Empire Pass
Zoning	Residential Development (RD) as part of the Flagstaff Master Planned Development (MPD)
Adjacent Land Uses	Deer Valley Resort, other potential development parcels of the Village at Empire Pass (Pod A).

Background:

On June 24, 1999, Council adopted Ordinance 99-30 and Resolution 20-99 approving the annexation and development agreement for the 1,655 acre Flagstaff Mountain area. Resolution 20-99 granted the equivalent of a "large-scale" master planned development (MPD) and set forth the types and locations of land use; maximum densities; timing of development; development approval process; as well as development conditions and amenities for each parcel.

The Development Agreement specifies that only 147 acres of the 1,655-acre annexation may be developed. The remainder of the annexation area is to be retained as passive and recreational open space. The Development Agreement further limits the mixed-use development in the Mountain Village area (Pods A, B-1, and B-2) to:

- ❖ No more than 705 Unit Equivalents in no more than 470 residential units (including not more than 60 PUD-style units) and not more than 16 single-family home sites.
- ❖ no more than 75,000 square feet of resort support commercial; and

- ❖ a maximum 35,000 square foot day skier lodge in Pod B-2.

Prior to construction, the applicant must receive site-specific MPD and final plat approval from the City. The Planning Commission takes action on MPD applications and forward recommendations to Council on subdivision plats.

On July 28, 2004, the Planning Commission approved an MPD for the entire Village. On September 22, 2004, the City Council approved the Village Phase I plat that included the Paintbrush Units 11 and 12 in Parcel 2.

On March 4, 2004, the City Council approved the Paintbrush Homes condominium plat for Units 1-7 as part of Phase IA. The application before the City is to amend the condominium plat by adding Units 11 and 12 and associated land to the condominium plat.

Analysis:

The amended condominium plat adds two units to the existing Paintbrush condo plat. The following square footage for each home is calculated as:

(Note: Each garage is over 600sf and the additional square footage is shown)

Unit 11: 4671 + 157

Unit 12: 5372 + 152

Total sf 10,352 sf or 5.2 UEs

The project is located within the RD zoning district. Setbacks in the RD zone are as follows:

- Front: 20 feet
- Rear: 15 feet
- Side: 12 feet

The two additional units meet the minimum setback requirements. The height requirement is 28 feet plus five feet for a pitched roof, 33 feet total. No height exception has been granted for these units. This application meets the requisite subdivision requirements of Title 15-7 of the Park City Municipal Code.

As per the approved Construction and Development Phasing Plan (Technical Report 10), City staff through an Administrative Conditional Use Permit will review each of the townhomes and PUD-style cluster homes.

The Planning Commission held a public hearing on October 20, 2004 and forwards a positive recommendation to the City Council.

Department Review

This project has gone through an interdepartmental review. No further issues have been identified.

Notice

The property was posted and notice was mailed to property owners within 300 feet. Legal notice was also put in the Park Record. No public input has been received by the time of this report.

Alternatives:

- The City Council may approve the Amended and Restated Paintbrush Record of Survey based on the Findings of Fact and Conclusions of Law below, or
- The City Council may deny the Amended and Restated Paintbrush Record of Survey and direct staff to prepare findings supporting this action, or
- The City Council may continue the discussion to a later date.

Recommendation:

The Planning Department recommends the City Council open the public hearing, take any public comment, and consider approval of the First Amended and Restated Paintbrush Homes Record of Survey plat within the Village at Empire Pass based on the findings of fact, conclusions of law, and conditions of approval as stated in the ordinance.

Ordinance No. 04-

AN ORDINANCE APPROVING AN AMENDED AND RESTATED PAINTBRUSH HOMES RECORD OF SURVEY PLAT, PARK CITY, UTAH.

WHEREAS, the owners of the property known as the Paintbrush Homes have petitioned the City Council for approval of the Amended and Restated Paintbrush Homes Record of Survey 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 20, 2004, to receive input on the Amended and Restated Paintbrush Homes Record of Survey plat;

WHEREAS, the Planning Commission, on October 20, 2004, forwarded a positive recommendation to the City Council; and,

WHEREAS, on November 4, 2004 the City Council approved the Amended and Restated Paintbrush Homes Record of Survey plat; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Amended and Restated Paintbrush Homes Record of Survey plat.

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

SECTION 1. APPROVAL. The Amended and Restated Paintbrush Homes Record of Survey plat as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The project is located in Pod A of the Flagstaff Mountain Annexation.
2. The zoning is Residential Development as part of the Flagstaff Mountain Resort Master Plan (RD-MPD).
3. The property uses adjacent to the proposed project are ski terrain and proposed residential.
4. The Planning Commission approved a Master Planned Development (MPD) for the Village on July 28, 2004.
5. On September 22, 2004, the City Council approved the Village Phase I plat that included the Paintbrush Units 11 and 12 in Parcel 2.
6. The proposed First Amended Record of Survey creates two (2) additional PUD-

- style condominium residential units to the Paintbrush Homes condominium plat.
7. The two residential units are 4671 and 5372 square feet in size with each garage over the 600 square foot exception. The square footage in the garage over the 600sf exception is included as floor area for UE calculations. These units consume 10,352 square feet with a **total of these units of 5.2 UEs**.
 11. Access to the units is not available by public street, only via private roads owned and maintained by the Master Homeowners Association.
 12. The Planning Commission held a public hearing on October 20, 2004 and forwards a positive recommendation to the City Council.

Conclusions of Law:

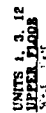
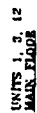
1. There is good cause for this Amended Record of Survey.
2. The Amended Record of Survey is consistent with the Park City Land Management Code and applicable State law regarding condominium plats.
3. Neither the public nor any person will be materially injured by the proposed Record of Survey.
4. Approval of the Amended 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 will review and approve the final form and content of the Amended 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 will record the Amended 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. All conditions of approval of the Village at Empire Pass Master Planned Development and Ordinance 04-05 approving the original condominium plat for Paintbrush Homes shall continue to apply.

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

PASSED AND ADOPTED this 4th day of November, 2004.



sq. ft.	sq. ft.	sq. ft.	sq. ft.	sq. ft.	sq. ft.
1	101	201	301	401	501
2	102	202	302	402	502
3	103	203	303	403	503
4	104	204	304	404	504
5	105	205	305	405	505
6	106	206	306	406	506
7	107	207	307	407	507
8	108	208	308	408	508
9	109	209	309	409	509
10	110	210	310	410	510
11	111	211	311	411	511
12	112	212	312	412	512
13	113	213	313	413	513
14	114	214	314	414	514
15	115	215	315	415	515
16	116	216	316	416	516
17	117	217	317	417	517
18	118	218	318	418	518
19	119	219	319	419	519
20	120	220	320	420	520
21	121	221	321	421	521
22	122	222	322	422	522
23	123	223	323	423	523
24	124	224	324	424	524
25	125	225	325	425	525
26	126	226	326	426	526
27	127	227	327	427	527
28	128	228	328	428	528
29	129	229	329	429	529
30	130	230	330	430	530
31	131	231	331	431	531
32	132	232	332	432	532
33	133	233	333	433	533
34	134	234	334	434	534
35	135	235	335	435	535
36	136	236	336	436	536
37	137	237	337	437	537
38	138	238	338	438	538
39	139	239	339	439	539
40	140	240	340	440	540
41	141	241	341	441	541
42	142	242	342	442	542
43	143	243	343	443	543
44	144	244	344	444	544
45	145	245	345	445	545
46	146	246	346	446	546
47	147	247	347	447	547
48	148	248	348	448	548
49	149	249	349	449	549
50	150	250	350	450	550
51	151	251	351	451	551
52	152	252	352	452	552
53	153	253	353	453	553
54	154	254	354	454	554
55	155	255	355	455	555
56	156	256	356	456	556
57	157	257	357	457	557
58	158	258	358	458	558
59	159	259	359	459	559
60	160	260	360	460	560
61	161	261	361	461	561
62	162	262	362	462	562
63	163	263	363	463	563
64	164	264	364	464	564
65	165	265	365	465	565
66	166	266	366	466	566
67	167	267	367	467	567

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DATE	NAME



42

RECEIVED
AUG 18 2004
PARK CITY
PLANNING DEPT

AMENDED AND RESTATED CONDOMINIUM PLAT

PAINTBRUSH HOMES

A UTAH EXPANDABLE CONDOMINIUM PROJECT
LOCATED IN SECTION 28
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

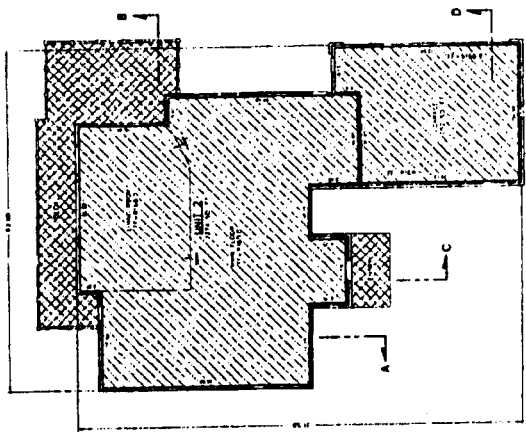
UNITS 1, 3, 12
LOWER FLOOR
SCALE 1/8" = 1'-0"

Page 2 of 2

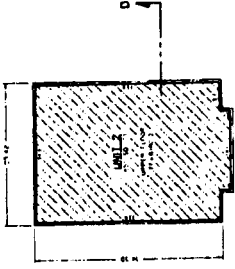
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DATE _____ TIME _____ BOOK _____ PAGE _____

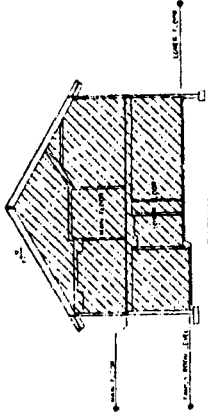
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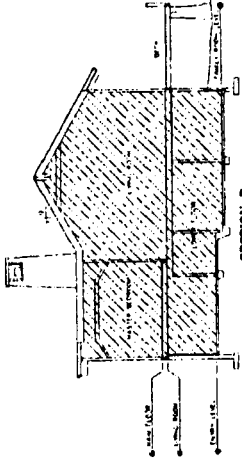
UNIT 2
UPPER FLOOR
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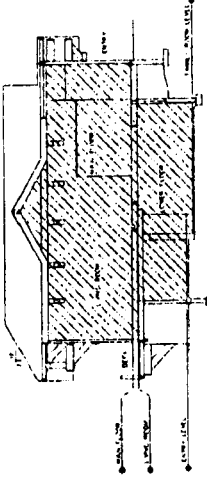
UNIT 2
UPPER FLOOR
SCALE 1/8" = 1'-0"



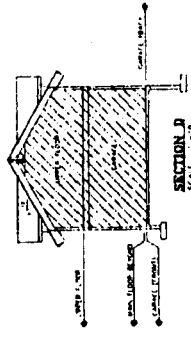
SECTION A
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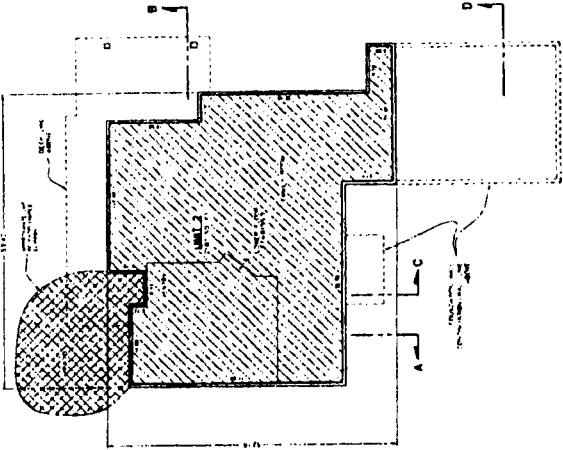
SECTION B
SCALE 1/8" = 1'-0"



SECTION C
SCALE 1/8" = 1'-0"



SECTION D
SCALE 1/8" = 1'-0"



UNIT 2
LOWER FLOOR
SCALE 1/8" = 1'-0"

Legend

Blank	Concrete Slab
Diagonal Lines	Concrete Wall
Stippled	Concrete Foundation



Room Schedule Table

Room No.	Room Name	Area (sq. ft.)	Volume (cu. ft.)
101	Living Room	1,200	3,600
102	Kitchen	800	2,400
103	Bathroom	500	1,500
104	Bedroom	1,000	3,000
105	Hallway	200	600
106	Storage	100	300
107	Entry	100	300
108	Garage	1,000	3,000
109	Front Porch	200	600
110	Rear Porch	200	600
111	Back Yard	1,000	3,000
112	Front Yard	1,000	3,000

Elevation Table

Elevation	Area (sq. ft.)	Volume (cu. ft.)
101	1,200	3,600
102	800	2,400
103	500	1,500
104	1,000	3,000
105	200	600
106	100	300
107	100	300
108	1,000	3,000
109	200	600
110	200	600
111	1,000	3,000
112	1,000	3,000

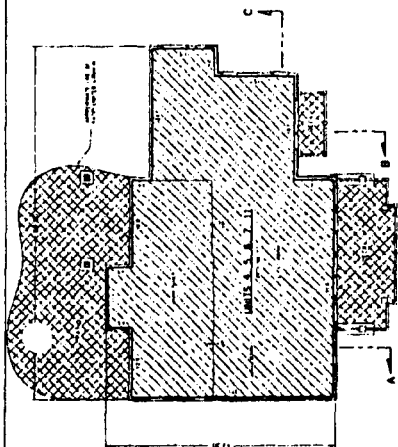
AMENDED AND RESTATED CONDOMINIUM PLAT

PAINTBRUSH HOMES

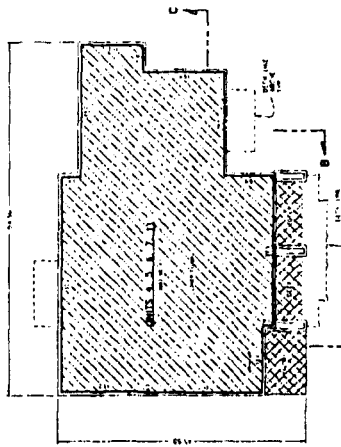
A UTAH EXPANDABLE CONDOMINIUM PROJECT
 LOCATED IN SECTION 28
 TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASIN AND MERIDIAN
 PARK CITY, SUMMIT COUNTY, UTAH

RECEIVED
 AUG 18 2004
 PARK CITY
 PLANNING DEPT.

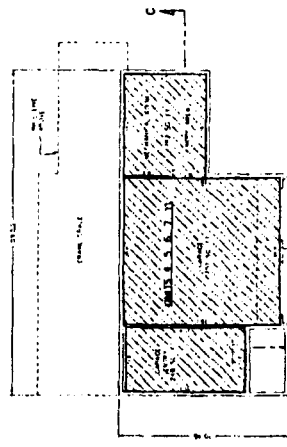
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 AT THE OFFICE OF THE CLERK OF THE DISTRICT COURT
 DATE 8/18/04 TIME 1:00 PM PAGE 3 OF 4
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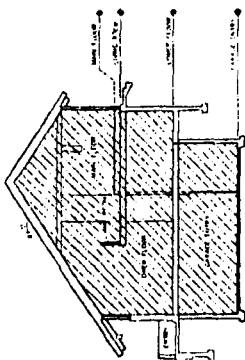
UNITS 4, 5, 6, 7, 11
MAIN FLOOR
SCALE: 1/8" = 1'-0"



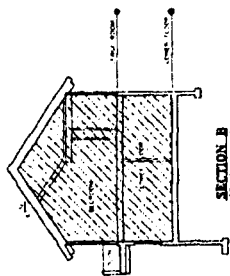
UNITS 4, 5, 6, 7, 11
LOWER FLOOR
SCALE: 1/8" = 1'-0"



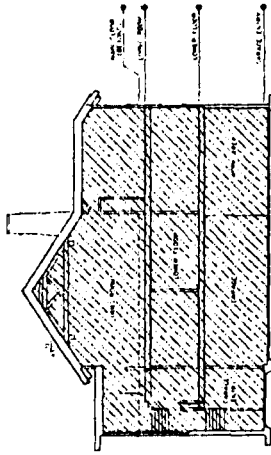
UNITS 4, 5, 6, 7, 11
GARAGE FLOOR
SCALE: 1/8" = 1'-0"



SECTION A
SCALE: 1/8" = 1'-0"



SECTION B
SCALE: 1/8" = 1'-0"



SECTION C
SCALE: 1/8" = 1'-0"

SQUARE FOOTAGE TABLE

UNIT	AREA	PERIMETER	AREA	PERIMETER	AREA	PERIMETER
UNIT 4	1,100	120	1,100	120	1,100	120
UNIT 5	1,100	120	1,100	120	1,100	120
UNIT 6	1,100	120	1,100	120	1,100	120
UNIT 7	1,100	120	1,100	120	1,100	120
UNIT 11	1,100	120	1,100	120	1,100	120

ELEVATION TABLE

UNIT	AREA	PERIMETER	AREA	PERIMETER	AREA	PERIMETER
UNIT 4	1,100	120	1,100	120	1,100	120
UNIT 5	1,100	120	1,100	120	1,100	120
UNIT 6	1,100	120	1,100	120	1,100	120
UNIT 7	1,100	120	1,100	120	1,100	120
UNIT 11	1,100	120	1,100	120	1,100	120



RECEIVED
AUG 18 2004
PARK CITY
PLANNING DEPT.

AMENDED AND RESTATED CONDOMINIUM PLAT PAINTBRUSH HOMES A UTAH EXPANDABLE CONDOMINIUM PROJECT

LOCATED IN SECTION 28
TOWNSHIP 2 SOUTH, RANGE 11 EAST, 10TH PRINCIPAL MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

FOR US 3-17-83 FILE
RECORDED
STATE OF UTAH COUNTY OF SUMMIT AND FILED
AT THE REQUEST OF
DATE TIME ROOM PAGE
FILE
RECORDED

City Council
Staff Report



Author: Brooks T. Robinson
Subject: Village at Empire Pass,
Shooting Star Condominium Conversion
Date: November 4, 2004
Type of Item: Administrative

**PLANNING
DEPARTMENT**

Summary Recommendations:

The Planning Department recommends the City Council hold a public hearing for the Shooting Star Lodge at the Village at Empire Pass condominium record of survey plat. Staff has prepared findings of fact, conclusions of law and conditions of approval.

Topic:

Applicant	East West Partners
Location	Pod A, Village at Empire Pass
Zoning	Residential Development (RD) as part of the Flagstaff Master Planned Development (MPD)
Adjacent Land Uses	Deer Valley Resort, other potential development parcels of the Village at Empire Pass Pod A.

Background:

On June 24, 1999, Council adopted Ordinance 99-30 and Resolution 20-99 approving the annexation and development agreement for the 1,655 acre Flagstaff Mountain area. Resolution 20-99 granted the equivalent of a "large-scale" master planned development (MPD) and set forth the types and locations of land use; maximum densities; timing of development; development approval process; as well as development conditions and amenities for each parcel.

On July 28, 2004, the Planning Commission approved a Master Planned Development for the Village at Empire Pass, aka Pod A. As part of the Commission review of the MPD, Building Two (Shooting Star) was examined carefully for height, layout and architectural character, as it was the furthest along in terms of design and provided detailed insight into the architectural nature of the overall development. A height exception was granted for Building Two.

On August 25, 2004, the Planning Commission approved a Conditional Use Permit for the Shooting Star Lodge for 21 units plus an ADA unit utilizing 36,481 square feet and 18.3 Unit Equivalents.

On September 30, 2004, the City Council approved a Final Subdivision Plat for the Village at Empire Pass, Phase I. The Shooting Star Lodge is located on lot 8.

The Planning Commission held a public hearing on October 20, 2004, and forwards a positive recommendation to the City Council.

Analysis:

The project is located within the RD zoning district. Setbacks in the RD zone are as follows:

- Front: 20 feet
- Rear: 15 feet
- Side: 12 feet

The Shooting Star building meets the minimum setback requirements. A height exception has been granted for this building for a total height of 72 feet. This application meets the requisite subdivision requirements of Title 15-7 of the Park City Municipal Code and the Conditional Use Permit approval for the Shooting Star Lodge.

The 21 units range in size from 1351 square feet to 2028 square feet.

Department Review

This project has gone through an interdepartmental review. No further 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. No public input has been received by the time of this report.

Alternatives

- The City Council may approve the Shooting Star Lodge condominium plat as conditioned or amended, or
- The City Council may deny the Shooting Star Lodge condominium plat and direct staff to make Findings for this decision, or
- The City Council may continue the discussion on the Shooting Star Lodge condominium plat.

Significant Impacts

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

Recommendation

The Planning Department recommends the City Council hold a public hearing for the Shooting Star Lodge at the Village at Empire Pass condominium record of survey plat. Staff has prepared findings of fact, conclusions of law and conditions of approval as stated in the ordinance.

Ordinance No. 04-

**AN ORDINANCE APPROVING THE SHOOTING STAR LODGE
CONDOMINIUM PLAT, PARK CITY, UTAH.**

WHEREAS, the owners of the property known as the Shooting Star Lodge have petitioned the City Council for approval of the Shooting Star Lodge 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 20, 2004, to receive input on the Shooting Star Lodge condominium plat;

WHEREAS, the Planning Commission, on October 20, 2004, forwarded a positive recommendation to the City Council; and,

WHEREAS, on November 4, 2004 the City Council approved the Shooting Star Lodge condominium plat; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Shooting Star Lodge condominium plat.

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

SECTION 1. APPROVAL. The Shooting Star Lodge condominium plat as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The Shooting Star Lodge is located in the RD-MPD zoning district.
2. The City Council approved the Development Agreement for Flagstaff Mountain Development Agreement/Annexation Resolution No. 99-30 on June 24, 1999. The Development Agreement is the equivalent of a Large-Scale Master Plan. The Development Agreement sets forth maximum project densities, location of densities, and developer-offered amenities.
3. On July 28, 2004, the Planning Commission approved a Master Planned Development for the Village at Empire Pass, aka Pod A.
4. On August 25, 2004, the Planning Commission approved a Conditional Use Permit for the Shooting Star Lodge for 21 units plus an ADA unit utilizing 36,481 square feet and 18.3 Unit Equivalents.

5. On September 30, 2004, the City Council approved a Final Subdivision Plat for the Village at Empire Pass, Phase I. The Shooting Star Lodge is located on lot 8.
6. The proposed is consistent with the approved Master Planned Development for the Village at Empire Pass and the Conditional Use Permit for the Shooting Star Lodge.
7. The 21 units range in size from 1351 square feet to 2028 square feet.
8. A height exception has been granted for this building for a total height of 72 feet.
9. The Planning Commission held a public hearing on October 20, 2004, and forwards a positive recommendation to the City Council.

Conclusions of Law:

1. There is good cause for this 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 will 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 will 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. All conditions of approval of the Village at Empire Pass Master Planned Development, Village Phase I plat and the Shooting Star Conditional Use Permit shall continue to apply.
4. The final plat for The Village at Empire Pass, Phase I shall be recorded prior to the Record of Survey for Shooting Star Lodge.

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

PASSED AND ADOPTED this 4th day of November, 2004.



PROFESSIONAL CERTIFICATE
 I, the undersigned, being a duly qualified Professional Engineer, do hereby certify that the foregoing is a true and correct copy of the original as the same appears on the records of the State of Utah.

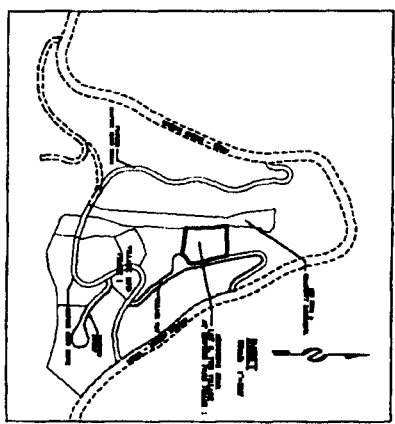
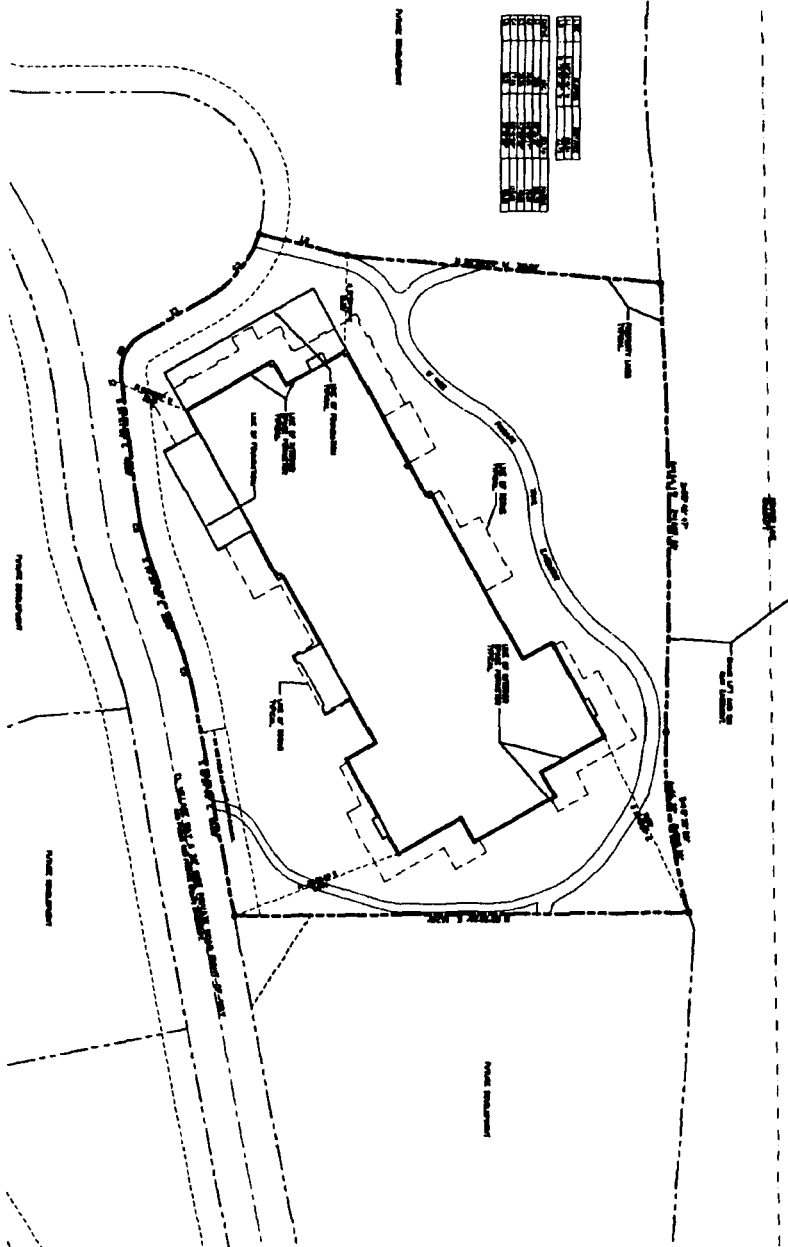
DATE: _____
 BY: _____
 STATE OF UTAH

GENERAL INFORMATION AND COMMENT TO RECORD
 This plan was prepared by me or under my direct supervision and I am a duly qualified Professional Engineer. I am a resident of the State of Utah and am duly licensed to practice as a Professional Engineer in the State of Utah. I am the author of the plan and I am responsible for its contents. I have read the plan and I am satisfied that it is a true and correct copy of the original as the same appears on the records of the State of Utah.

DATE: _____
 BY: _____
 STATE OF UTAH

APPROVAL
 I, the undersigned, being a duly qualified Professional Engineer, do hereby approve the foregoing plan as the same appears on the records of the State of Utah.

DATE: _____
 BY: _____
 STATE OF UTAH



NOTES
 1. The plan was prepared by me or under my direct supervision and I am a duly qualified Professional Engineer. I am a resident of the State of Utah and am duly licensed to practice as a Professional Engineer in the State of Utah. I am the author of the plan and I am responsible for its contents. I have read the plan and I am satisfied that it is a true and correct copy of the original as the same appears on the records of the State of Utah.

- LEGEND**
- 1. Proposed building
 - 2. Existing building
 - 3. Proposed parking area
 - 4. Existing parking area
 - 5. Proposed driveway
 - 6. Existing driveway
 - 7. Proposed sidewalk
 - 8. Existing sidewalk
 - 9. Proposed street
 - 10. Existing street

RECEIVED
 SEP 13 2004
 PARK CITY
 PLANNING DEPT.

CONDOMINIUM PLAT SHOOTING STAR LODGE A UTAH CONDOMINIUM PROJECT LOCATED IN SECTION 28 TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASIN AND MERRIAM PARK CITY, SALT LAKE COUNTY, UTAH

PROFESSIONAL CERTIFICATE I, the undersigned, being a duly qualified Professional Engineer, do hereby certify that the foregoing is a true and correct copy of the original as the same appears on the records of the State of Utah. DATE: _____ BY: _____ STATE OF UTAH	GENERAL INFORMATION AND COMMENT TO RECORD This plan was prepared by me or under my direct supervision and I am a duly qualified Professional Engineer. I am a resident of the State of Utah and am duly licensed to practice as a Professional Engineer in the State of Utah. I am the author of the plan and I am responsible for its contents. I have read the plan and I am satisfied that it is a true and correct copy of the original as the same appears on the records of the State of Utah. DATE: _____ BY: _____ STATE OF UTAH	APPROVAL I, the undersigned, being a duly qualified Professional Engineer, do hereby approve the foregoing plan as the same appears on the records of the State of Utah. DATE: _____ BY: _____ STATE OF UTAH	CERTIFICATE OF ATTORNEY I, the undersigned, being a duly qualified Attorney, do hereby certify that the foregoing is a true and correct copy of the original as the same appears on the records of the State of Utah. DATE: _____ BY: _____ STATE OF UTAH	COUNCIL APPROVAL AND ACCEPTANCE I, the undersigned, being a duly qualified Council member, do hereby approve the foregoing plan as the same appears on the records of the State of Utah. DATE: _____ BY: _____ STATE OF UTAH	RECORDED STATE OF UTAH, COUNTY OF SALT LAKE, AND FILED AT THE RECORDS OF _____ DATE: _____ TIME: _____ BOOK: _____ PAGE: _____
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FILE RECORDED

[illegible]

	COMMON OWNERSHIP
	PRIVATE OWNERSHIP
	UNITED COMMON OWNERSHIP
	CONVERTIBLE SPACE

LEGEND

S F . REPRESENTS SQUARE FEET

U . REPRESENTS UNIT

ELEV . REPRESENTS ELEVATION

CONDOMINIUM PLAT
SHOOTING STAR LODGE

A UTAH CONDOMINIUM PROJECT

LOCATED IN SECTION 28, TOWNSHIP 2 NORTH, RANGE 4 EAST, SALT LAKE MERIDIAN, PIONEER CITY, SALT LAKE COUNTY, UTAH

208 NO. 7-11-61
RECORDED
STATE OF UTAH - COUNTY OF SUMMIT AND ELECT
AT THE REQUEST OF
DATE TIME BOOK PAGE

RECEIVED
SEP 13 2004
PARK CITY
PLANNING DEPT.

RECEIVED
 SEP 13 2004
 PARK CITY
 PLANNING DEPT.

CONDOMINIUM PLAT SHOOTING STAR LODGE

A UTAH CONDOMINIUM PROJECT
 LOCATED IN SECTION 26, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE COUNTY AND JEFFERSON PARK
 CITY, SALT LAKE COUNTY, UTAH
 Recorded according to the provisions of the Utah Condominium Act, Chapter 10, Utah Code, Title 66.

SHEET 5 OF 8

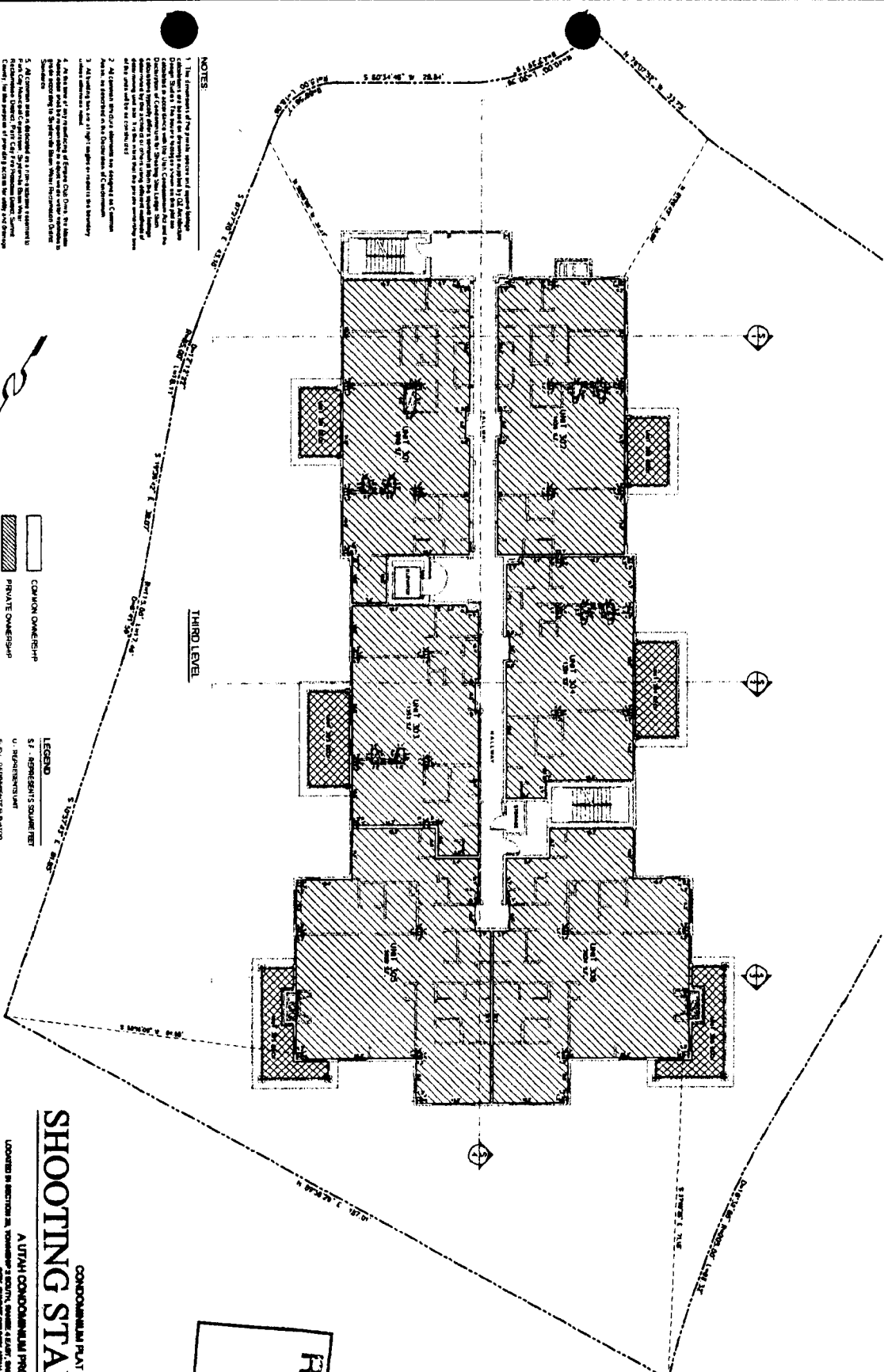
JOB NO. 1-1-1-1
 STATE OF UTAH, COUNTY OF SALT LAKE AND JEFFERSON
 DATE _____ TIME _____ ROOM _____ PAGE _____
 RECORDED
 AT THE REQUEST OF _____
 FILE _____

- NOTES:**
1. The Condominium Plat and the Condominium Declaration shall be subject to the provisions of the Utah Condominium Act, Chapter 10, Utah Code, Title 66.
 2. All common areas and facilities shall be subject to the provisions of the Utah Condominium Act, Chapter 10, Utah Code, Title 66.
 3. All common areas and facilities shall be subject to the provisions of the Utah Condominium Act, Chapter 10, Utah Code, Title 66.
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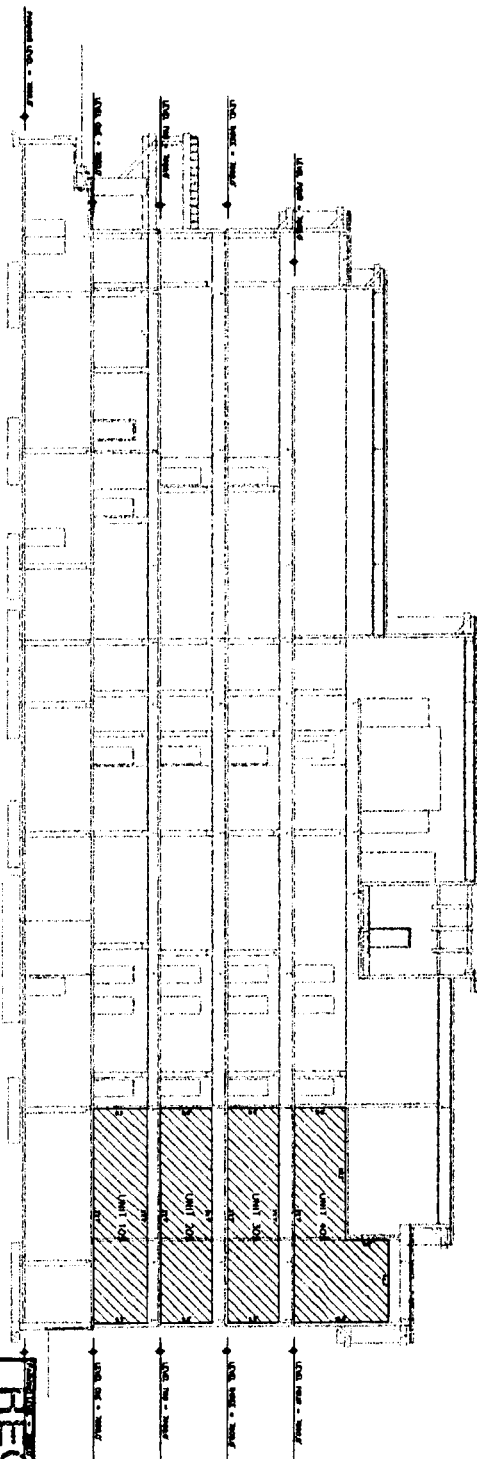


- LEGEND**
- COMMON OWNERSHIP
 - PRIVATE OWNERSHIP
 - UNIT/COMMON OWNERSHIP
 - CONVERTIBLE SPACE

- LEGEND**
- S.F. REPRESENTS SQUARE FEET
 - U. REPRESENTS UNIT
 - ELEV. REPRESENTS ELEVATION



STATE OF UTAH, COUNTY OF SUMMIT AND FILED
AT THE REQUEST OF _____
DATE _____ TIME _____ ROOM _____ MADE _____
FILE _____ RECORDED _____



SECTION S4

RECEIVED
 SEP 13 2004
 PARK CITY
 PLANNING DEPT.

NOTES

1. The construction of this project and its location is subject to the approval of the City of Park City, Utah, and the Utah Department of Transportation. The project is subject to the approval of the City of Park City, Utah, and the Utah Department of Transportation. The project is subject to the approval of the City of Park City, Utah, and the Utah Department of Transportation.
2. All common ownership areas are indicated by a dashed line.
3. All limited common ownership areas are indicated by a solid line.
4. All other areas are indicated by a solid line.
5. All areas are subject to the approval of the City of Park City, Utah, and the Utah Department of Transportation.
6. All areas are subject to the approval of the City of Park City, Utah, and the Utah Department of Transportation.
7. All areas are subject to the approval of the City of Park City, Utah, and the Utah Department of Transportation.

LEGEND

- S.F. - REPRESENTS SQUARE FEET
- U - REPRESENTS UNIT
- ELEV. - REPRESENTS ELEVATION

- COMMON OWNERSHIP
- PRIVATE OWNERSHIP
- LIMITED COMMON OWNERSHIP
- COMMON SPACE



SHOOTING STAR LODGE

COMMONALITY PLAN
 A LUTAH CONDOMINIUM PROJECT

LOCATED ON SECTION 10, TOWNSHIP 2 NORTH, RANGE 4 EAST, 10TH MAIN AND 10TH AVENUE, PARK CITY, UTAH COUNTY, UTAH
 Prepared and submitted to the City of Park City by the City of Park City Planning Department

DATE: _____ TIME: _____ ROOM: _____ PAGE: _____

RECORDED
 STATE OF UTAH
 COUNTY OF BLAKE
 PLANNING DEPT.

City Council Staff Report



Author: Eric DeHaan, P.E.
Subject: QUIT-CLAIM DEED
AT 587 DEER VALLEY LOOP RO
Date: November 4, 2004
Type of Item: Administrative

CITY ENGINEER

Summary Recommendations:

The City Council should approve the applicant's request that the City quit-claim any interest it holds in the subject property to Montie D. Taylor and Vanessa Wittman attached as Exhibit B.

Description:

Topic:

The property in question is an existing duplex at 587 Deer Valley Loop Road. The City has been asked to relinquish any remaining interest it has in the property arising from an earlier conflicting deed. A letter from Robert C. Dillon representing the unit owners is attached as Exhibit A.

Background:

In 1996 a two-unit condominium project was approved and built at 587 Deer Valley Loop Road. At the time, the title report failed to disclose a previously recorded Quit-Claim Deed from Royal Street Land Company to Park City Municipal Corporation dated September 29, 1983. A portion of the 1996 condominium plat overlapped the 1983 deed.

Analysis:

Deer Valley Loop Road exists as a fairly narrow road, similar to many others in Old Town, in front of the existing condo units at 587 Deer Valley Loop Road. All utilities are in place. The Quit-Claim Deed, which is the subject of tonight's action, leaves the existing road in the City's ownership together with a snow storage easement up to the front porch of the existing condominiums. The deed eliminates any City claim to that portion of the 1983 deed which overlaps the condominium units or their front entryway. City staff has no record of paying Royal Street for the 1983 deed so compensation to the City has not been raised as an issue.

Department Review:

The item has been received by the Planning Department, the Engineering Department, and the City Attorney's office. There remains no unresolved staff concerns with the proposed action.

Alternatives:

E. Approve the Request:

This action will clear up a title problem to the two condominium units which is apparently delaying the closing of the sale for one of the units.

B. Deny the Request:

This action would leave a cloud on the title to the two condominium units and possibly reduce their value.

C. Continue the Item:

If the council needs more information to reach a decision, the item could be continued with direction to staff as to additional desired information.

Significant Impacts:

Since the condo units are built and legally occupied, there will be very little impact from the decision. The value of the units may be adversely affected if their title remains clouded by the overlap from the 1983 deed. Property tax revenues are based on valuation.

Consequences of not taking the recommended action:

A title issue will remain on the duplex at 587 Deer Valley Loop Road if the Quit-Claim deed is not recorded.

Recommendation:

The City Council should approve the recordation of the Quit-Claim Deed to Montie D. Taylor and Vanessa Ames Wittman attached as Exhibit B.

EXHIBIT A

LAW OFFICES OF
DILLON & SMITH
1500 KEARNS BOULEVARD
SUITE E 302
PARK CITY, UTAH 84060
(435) 645-0648

ROBERT C. DILLON
CATHY L. SMITH

FACSIMILE
(435) 645-0693

September 20, 2004

VIA HAND DELIVERY

Mr. Eric DeHaan
City Engineer
Park City Municipal Corporation
Marsac Building
Park City, Utah 84060

Re: The 587 Deer Valley Loop Condominiums; (the "Project")
Mr. Montie D. Taylor

Dear Eric:

Pursuant to your letter dated July 7, 2004, and my subsequent discussions with Tim Twardowski, enclosed is a revised survey dated September 9, 2004 prepared for my client, Montie D. Taylor, by Joseph Dhaenens, Registered Land Surveyor #187821, and a Quit Claim Deed from Park City Municipal Corporation ("PCMC") to the owners of Units A and B in the Project for the survey legal description set forth in the above referenced Survey.

We have revised the legal description to exclude any of the BLM land as requested, and we have also excluded the 10 foot non-exclusive utility and snow storage easement from the conveyance.

Please let me know if you have any questions regarding this matter. Otherwise, we would appreciate your obtaining the execution of the Quit Claim Deed by the appropriate official of PCMC and returning the executed instrument to me for recording. Thank you for your cooperation on this matter.

Sincerely,



Robert C. Dillon

Enclosures

cc: Mr. Montie D. Taylor
Ms. Kathie Johnston

NW 1/4 SW 1/4 SEC. 15, T2S R4E

S.L.B. & M.

15th HOUSE
PC - 546
RICHARD DENNIE
ETAL
720 - 789

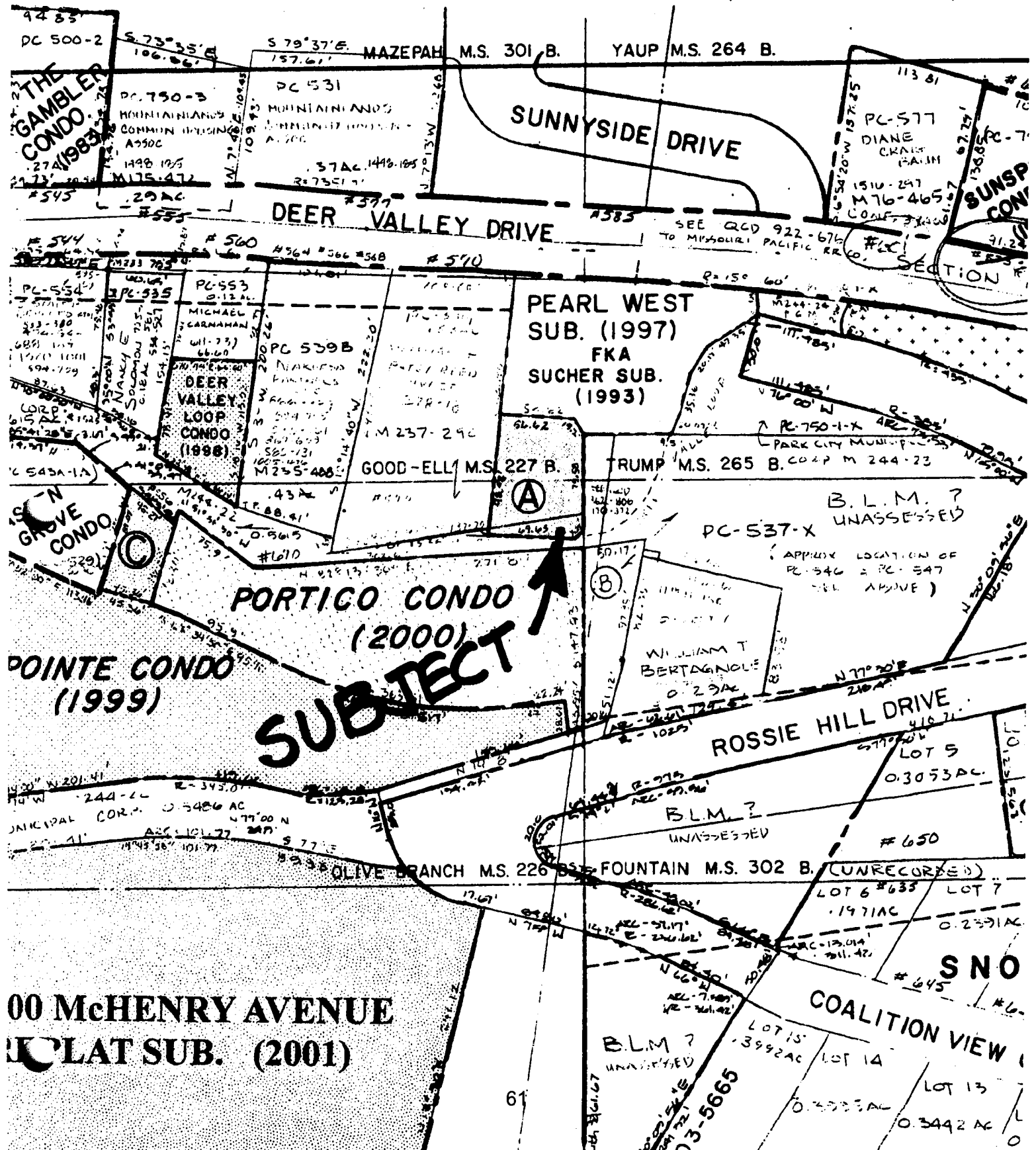


EXHIBIT B

WHEN RECORDED, MAIL TO:
Robert C. Dillon, Esq.
1500 Kearns Blvd., Suite E-302
Park City, Utah 84060

Space Above for Recorder's Use

QUITCLAIM DEED

PARK CITY MUNICIPAL CORPORATION, grantor, hereby

QUIT CLAIMS to

MONTIE D. TAYLOR AND VANESSA AMES WITTMAN, TRUSTEE OF THE WITTMAN FAMILY
TRUST U/D/T DATED MAY 13, 1999, grantees,

for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration

the following described tract of land in Summit County, State of Utah, to wit:

BEGINNING at a point which is South 639.34 feet and East 594.69 feet from the East One-Quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Baseline and Meridian, Park City, Summit County, Utah; thence South 86°12'18" East 56.62 feet; thence South 25°39'00" East 19.21 feet; thence South 00°00'00" East 76.58 feet to the Northerly edge of pavement of Deer Valley Loop Drive; thence Westerly along the edge of pavement of Deer Valley Loop Drive the following three bearings and distances: South 88°39'52" West 12.79 feet, North 86°26'46" West 51.62 feet, South 87°27'46" West 12.12 feet; thence North 06°56'44" East 95.98 feet to the POINT OF BEGINNING.

LESS AND EXCEPT: a 10 foot non-exclusive public utility and snow storage easement in favor of Park City Municipal Corporation as shown on that certain Map of Survey of The 587 Deer Valley Loop Condominiums recorded as Entry No. 464410 in the Official Records of the Recorder of Summit County, Utah.

WITNESS the hand of said grantor, as of and effective the ____ day of _____, 2004.

PARK CITY MUNICIPAL CORPORATION

By: _____
Name:
Title:

STATE OF UTAH }
 } ss.
COUNTY OF SUMMIT }

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by _____, the _____ of Park City Municipal Corporation.

Notary Public
Residing at:

My Commission Expires:

RESOLUTION PROCLAIMING THE WEEK OF NOVEMBER 6 – 13, 2004 AS PARK CITY EDUCATION WEEK IN PARK CITY, UTAH

WHEREAS, the Park City Education Foundation has been an integral part of Park City since 1986, in the last three years providing over \$1 million dollars in financial support and incentives to promote educational opportunities for our youth and educators; and

WHEREAS, the entire community expresses its gratitude to the many residents who have volunteered endless hours and contributed financial support to this worthy non-profit organization over the years and thank them for their many contributions toward the betterment of our future through our children;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and the City Council recognize the value our citizenry places on education and hereby declare the week of November 6-13, 2004 as

**PARK CITY EDUCATION FOUNDATION WEEK
IN PARK CITY, UTAH**

and encourage all citizens to support our Park City schools and to become aware of the role that the Foundation can play to foster excellence for our students and educators.

PASSED AND ADOPTED this 6th day of November, 2003.

City Council Staff Report



Author: Brooks T. Robinson
Subject: Conservation Easements on
Open Space Bond Purchased Lands
Date: November 4, 2004
Type of Item: Conservation Easements

Planning Department

Summary Recommendations:

Staff recommends that the City Council approve the granting of conservation easements to Summit Land Conservancy in a form approved by the City Attorney on all lands purchased with Open Space Bond funds. Staff has provided an easement for your review.

Background:

On September 30, 2004, the City Council directed staff to prepare third-party conservation easements on all lands purchased with the open space bond proceeds. The Council also directed staff to award a service provider contract in accordance with the procurement policies that have been adopted by City Council to one qualified non-profit (Summit Land Conservancy or Utah Open Lands) to assist with monitoring. Monitoring will include Flagstaff annexation areas as well as bond purchased parcels. Staff has reviewed the proposals of both non-profits and has selected Summit Land Conservancy.

The easements will be substantially the same as the attached Exhibit A and will be on the following parcels:

Richards Ranch (SR 224)
Virginia Mining Claim (Rossi Hill)
Union Pacific (Rail Trail)
Grover (Round Valley)
UP&L (Bottom of Main St)
McMillian (Round Valley)
Bilogio (Round Valley)
Cranbrook (Round Valley)
E. Gillmor (Round Valley)

Department Review:

This matter has been reviewed all applicable City departments.

Recommendation:

Staff recommends that the City Council approve third-party conservation easements on all lands purchased with Open Space Bond funds. Staff has provided an easement for your review.

Exhibits

Exhibit A – Conservation Easement (Richards)

DEED OF CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT is made this _____ day of _____, 2004, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation having an address of 445 Marsac Avenue, Post Office Box 1480, Park City, UT 84060-1480 ("Grantor"), in favor of the SUMMIT LAND CONSERVANCY, a Utah non-profit corporation having an address of Post Office Box 1775, Park City, UT 84060 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of approximately 20 acres of real property located west of SR 224 in Park City, Summit County, Utah, described more particularly at Exhibit A, attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the Property possesses natural, scenic, recreational, and visual open space values (collectively, "Conservation Values") of great importance to Grantee, the people of Park City, and the people of the State of Utah which are worthy of protection; and

WHEREAS, the Property is prominently visible from one of Park City's two entry corridors, namely SR 224; and

WHEREAS, the Property's proximity to Aspen Springs, the McPolin Farm, Willow Ranch, and the Huntsman Gateway open spaces is significant as it is part of a continuous corridor of open space on the sensitive SR 224 entry corridor; and

WHEREAS, at a November 3, 1998 special bond election, Park City voters authorized the issuance of general obligation bonds in an amount of ten million dollars for the express purpose of acquiring and forever preserving undeveloped park and recreational land; and

WHEREAS, the Property was purchased by Grantor using proceeds of the November 3, 1998 special bond election; and

WHEREAS, Grantor intends that the conservation values of the Property be preserved and maintained by the continuation of land use patterns, including, without limitation, those relating to visual open space existing at the time of this grant, that do not significantly impair or interfere with those values; and

WHEREAS, Grantor further intends as owner of the Property, to convey to Grantee the right to preserve and protect the conservation values of the Property in perpetuity; and

WHEREAS, Grantee is a publicly supported, tax-exempt charitable organization qualified under Sections 170(h) and 501(c)(3) of the Internal Revenue Code, whose primary purpose is the preservation, protection, or enhancement of land in its natural, scenic, historical, agricultural, forested, and/or open space condition; and

WHEREAS, Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the conservation values of the Property for the benefit of this generation and the generations to come;

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, which the Parties agree constitute adequate consideration for this agreement, and pursuant to the laws of the State of Utah and in particular Utah Code Annotated, Title 57, Chapter 18, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

1. **Purpose.** It is the purpose of this Easement to assure that the Property will be maintained forever (predominately) in open and recreational use, protecting in perpetuity its scenic, open and undisturbed character and recreational value, and preventing any use of the Property that may significantly impair or interfere with the conservation values of the Property. Grantor intends that this Easement will confine the use of the Property to those activities that are consistent with the purpose of this Easement.
- 1.1 **Baseline Documentation.** To establish the present condition of the Property's agricultural, natural, scenic, recreational and/or other conservation resources and the Property's manmade features, so as to make possible the proper monitoring of future uses of the Property and to ensure compliance with the terms of this Easement, the Parties may prepare an inventory of the Property's relevant resources, features and conditions.
2. **Rights of Grantee.** To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:
 - a. To preserve and protect the conservation values of the Property;
 - b. To enter upon the Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property;
 - c. To enter upon the Property in the case of an emergency as determined by Grantee, in which event Grantee shall notify Grantor prior to entering onto the Property, if possible, or as soon thereafter as is reasonably practical;
 - d. To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or

- features of the Property that may be damaged by inconsistent activity or use, pursuant to Paragraph 6 herein; and
- e. To enforce this Easement by appropriate legal proceedings, after providing Grantor with reasonable notice and reasonable opportunity to cure.
3. **Prohibited Uses.** Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are prohibited in perpetuity on the Property:
- a. Construction of buildings, residences, mobile homes, or other structures, or any other permanent improvements for use for human habitation, constructed or placed in, on, under, or upon the Property; and
- b. Any unanticipated use or activity on or at the Property which would significantly impair the conservation values of the Property, unless such use or activity is necessary for the protection of the conservation values that are the subject of this Easement, in which case such use or activity shall be subject to the prior approval of Grantee, which approval shall not be unreasonably withheld.
4. **Reserved Rights.** Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from their ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. Without limiting the generality of the foregoing, Grantor expressly reserves the right to:
- a. Use the Property as undeveloped park and recreational land; and
- b. Construct related amenities.
5. **Continuous Conservation Reserve Program (CCRP).** Part of the property is presently encumbered by a CCRP contract; dated June 1, 2003. The CCRP is a 15- year USDA - Farm Service Agency contractual agreement for the stream corridor that is enrolled is 180' from the stream embankment and the designated land classification is riparian buffer zone. The parties expressly agree that requirements of the CCRP contract are permitted during the CCRP's effective period. Both parties recognize the contract and will honor its terms for its effective period.
6. **Notice of Intent to Undertake Certain Permitted Actions.** The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities, as provided in Paragraph 4, is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the purpose of this Easement. Whenever notice is required, Grantor shall notify Grantee in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. The notice shall

describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Easement.

- 6.1 Grantee's Approval.** Where Grantee's approval is required, as set forth in Paragraph 5, Grantee shall grant or withhold its approval in writing within sixty (60) days of receipt of Grantor's written request therefore. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Easement.

- 7. Grantee's Remedies.** If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured. Grantee and Grantor agree to mediate any dispute in a timely manner if the issue of a violation is disputed. If mediation is unsuccessful and Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fail to begin curing such violation within the thirty (30) day period, or fail to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any conservation values protected by this Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefore, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, Grantee may pursue its remedies under this Paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this Paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this Paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Paragraph shall be cumulative and shall be in addition to all remedies not or hereafter existing at law or in equity. If Grantor prevails in any action to enforce the terms of this Easement, Grantor's costs of suit, including, without

limitation, attorneys' fees, shall be borne by Grantee. If Grantee prevails in any action to enforce the terms of this Easement, Grantee's costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantor.

- 7.1 **Grantee's Discretion.** Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any right or remedy upon an breach by Grantor shall impair such right or remedy or be construed as a waiver.
- 7.2 **Acts Beyond Grantor's Control.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.
8. **Access.** No right of access by the general public to any portion of the Property is conveyed by this Easement.
9. **Costs and Liabilities.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.
- 9.1 **Taxes.** Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantee is authorized but in no event obligated to make or advance any payment of taxes, upon ten (10) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, and the obligation created by such payment shall bear interest until paid by Grantor at the lesser of two (2) percentage points over the prime rate of interest from time to time charged by Zion's Bank or the maximum rate allowed by law.
- 9.2 **Hold Harmless.** Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors

(collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including, without limitation, reasonable attorneys' fees arising from or in any connection with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, unless due solely to the negligence of any of the Indemnified Parties; (2) the obligations specified in Paragraphs 8 and 8.1; and (3) the existence or administration of this Easement.

10. **Extinguishment.** Grantee shall not voluntarily or willingly allow the extinguishment of any of the restrictions of this Easement, and if any or all of the restrictions of this Easement are nevertheless extinguished by a judicial or other governmental proceeding, any and all compensation received by Grantee as a result of the extinguishment shall be used by Grantee in a manner consistent with the conservation purposes of this Easement.
- 10.1 **Condemnation.** If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with applicable law.
- 10.2 **Amendment.** This Easement, including the prohibited uses and reserved rights, may be modified only by mutual written agreement of Grantor and Grantee. No amendment shall be made that will adversely affect the status of this Easement as a qualified conservation easement pursuant to Title 57, Chapter 18 of the Utah Code, nor Grantee's status as a publicly supported, tax-exempt charitable organization qualified under Sections 170(h) and 501(c)(3) of the Internal Revenue Code and applicable laws of the state of Utah. Any such amendment shall be consistent with the stated purposes of this Easement, shall not affect its perpetual duration, and shall not permit any impairment of the significant conservation values of the Property. Any such amendment shall be filed in the office of the Summit County Recorder.
11. **Transfer of Easement.** If Grantee determines that it no longer is able to perform its obligations or enforce its rights under this Easement, or that it no longer desires to enforce said rights, or if Grantee ceases to exist, or is otherwise prevented from enforcing its rights under this Easement, or if Grantee no longer qualifies as a qualified organization under Section 170(h) of the Internal Revenue Code of 1954, as amended (or any successor provision then applicable), Grantee may convey its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1954, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under State statute. Grantee shall require that the conservation purposes that this grant is intended to advance continue to be carried out. Grantee is hereby expressly

prohibited from subsequently transferring the Easement, under any circumstances and whether or not for consideration, unless:

- (a) Grantee, as a condition precedent of the transfer, requires that the conservation purposes which this Easement is intended to advance continue to be carried out;
 - (b) The transferee is an organization qualifying at the time of transfer as an eligible donee under Paragraph 170(h) of the Internal Revenue Code of 1954, as amended (or any successor provision then applicable) and regulations promulgated thereunder; and
 - (c) Grantor and/or its successor in interest, at its sole discretion, either selected the transferee or consents in writing to the transfer.
12. **Grantor Transfer of Interest.** Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which he divests himself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantor to perform any act required by this Paragraph shall not impair the validity of this Easement or limit its enforceability in any way.
13. **Estoppel Certificates.** Upon request by Grantor, Grantee shall within twenty (20) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Easement and otherwise evidences the status of this Easement as may be requested by Grantor.
14. **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows (or to such other address as either party from time to time shall designate by written notice to the other):

To Grantee: SUMMIT LAND CONSERVANCY

Attn: Executive Director
Post Office Box 1775
Park City, UT 84060

To Grantor: PARK CITY MUNICIPAL CORPORATION

Attn: City Recorder
445 Marsac Avenue
Post Office Box 1480
Park City UT 84060-1480

15. **Recordation.** Grantee shall record this instrument in timely fashion in the official records of Summit County, Utah, and may re-record it at any time as may be required to preserve its rights in this Easement.

16. **General Provisions.**

- (a) **Controlling Law.** The laws of the state of Utah shall govern the interpretation and performance of this Easement.
- (b) **Liberal Construction.** Any general rule of construction to the contrary notwithstanding this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purposes of Utah statute. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
- (c) **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- (d) **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.
- (e) **No Forfeiture.** Nothing contained herein will result in the forfeiture or reversion of Grantor's title in any respect.
- (f) **Joint Obligation.** If more than one person or entity is the successor or assign of Grantor, the obligations imposed by this Easement upon Grantor shall be jointly and severally binding on each such person or entity.
- (g) **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.
- (h) **Termination of Rights and Obligations.** A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that ability for acts or omissions occurring prior to transfer shall survive transfer.

- (i) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction of interpretation.
- (j) Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF Grantor and Grantee have set their hands on the day and year first above written.

EXHIBIT A

Beginning at a point West 2403.70 feet, and North 655.95 feet from the Southeast Corner of Section 5, Township 2 South, Range 4 East, Salt Lake Base and Meridian: running thence East 187.26 feet; Thence South 577.14 feet to the North line of Thaynes Creek Ranch Subdivision as Recorded; Thence East along said North line 831.89 feet to the West line of State Highway U-244; Thence North 21 deg. 12' West along said West line 1351.47 feet; Thence West 539.30 feet; Thence South 0_ 44'37" East 682.93 feet to the point of beginning; containing 871,200 square feet or 20.000 acres, more or less;

Excepting all area within 180 feet of the stream embankment covered in the CCRP Agreement.

Subject to all matters of record.