



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
August 22, 2023**

The Council of Park City, Utah, will hold its regular meeting in person at the Marsac Municipal Building, City Council Chambers, at 445 Marsac Avenue, Park City, Utah 84060. Meetings will also be available online with options to listen, watch, or participate virtually. [Click here](#) for more information.

CLOSED SESSION -2:45 p.m.

The Council may consider a motion to enter into a closed session for specific purposes allowed under the Open and Public Meetings Act (Utah Code § 52-4-205), including to discuss the purchase, exchange, lease, or sale of real property; litigation; the character, competence, or fitness of an individual; for attorney-client communications (Utah Code section 78B-1-137); or any other lawful purpose.

STUDY SESSION

3:15 p.m. - Joint City Council and Summit County Council Roundtable with U.S. Representative John Curtis

4:00 p.m. - Break

WORK SESSION

4:15 p.m. - Discuss the Childcare Working Group's Childcare Needs-Based Scholarship Program Recommendations

[Childcare Scholarship Program Staff Report](#)

[Exhibit A: Childcare Stipend Scenarios](#)

5:15 p.m. - Break

REGULAR MEETING - 5:30 p.m.

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communications Reports

1. Community Engagement Quarterly Update
[Community Engagement Quarterly Update Staff Report](#)
[Exhibit A: Park City Municipal Quarterly Social Media Report](#)

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

IV. CONSIDERATION OF MINUTES

1. Consideration to Approve the City Council Meeting Minutes from July 13 and 27, 2023
[July 13, 2023 Minutes](#)

V. CONSENT AGENDA

1. Request to Adopt Resolution 14-2023, a Resolution Proclaiming August 23, 2023, as Arbor Day and Celebrating Park City's 30th Anniversary as a Tree City USA Community
[Arbor Day Staff Report](#)
[Exhibit A: Arbor Day 2023 Resolution](#)
2. Request to Approve Resolution 16-2023, a Resolution Approving an Interlocal Cooperative Agreement between Park City Municipal Corporation and the Utah Division of State Parks for Rail Trail Management
[Rail Trail Cooperative Interlocal Agreement Staff Report](#)
[Exhibit A: Rail Trail Cooperative Interlocal Agreement Resolution](#)
[Exhibit B: DRAFT Rail Trail Cooperative Interlocal Agreement](#)
3. Request to Approve a Temporary Real Property Easement Varying in Width from Approximately One to Four Feet along the Southern Border of the City-Owned Homestake Property at 1875 Homestake Drive, in a Form Approved by the City Attorney's Office, in favor of Wintzer-Wolfe Properties, Ltd.
[Temporary Homestake Easement Staff Report](#)
[Exhibit A: Draft Easement Agreement](#)
4. Request to Approve the Assignment of the Existing Development Agreement (Executed July 25, 2023, and Recorded July 27, 2023) for the Homestake Affordable Housing Master Planned Development Located at 1875 Homestake Drive to an Affiliated Entity of the Original Developer, in a Form Approved by the City Attorney's Office
[Development Agreement Assignment Staff Report](#)
[Exhibit A: First Amendment to Homestake Development Agreement](#)

VI. OLD BUSINESS

1. Consideration to Continue Ordinance No. 2023-17, an Ordinance Amending Land Management Code Section 15-6-8 *Unit Equivalents* And Section 15-15-1 *Definitions* Regarding Support Commercial and Residential and Resort Accessory Uses for Master Planned Developments and Sections 15-2.7-2 *Uses* for the Recreation and Open Space Zoning District, 15-2.18-2 *Uses* for the General Commercial Zoning District, and 15-2.19-2 *Uses* for the Light Industrial Zoning District to Clarify Resort Support Commercial is Allowed When Approved as Part of a Master Planned Development
(A) Public Hearing; (B) Continue to September 28, 2023
[Accessory Uses in Master Planned Developments Continuation Report](#)
[Exhibit A: Draft Ordinance No. 2023-17](#)
2. Future Market Special Event Discussion
(A) Public Input
[Future Market Discussion Staff Report](#)

VII. NEW BUSINESS

1. Consideration to Approve Ordinance No. 2023-38, an Ordinance Approving the 395 Deer Valley Drive Plat Amendment, Located at 395 Deer Valley Drive, Park City, Utah
(A) Public Hearing (B) Action
[395 Deer Valley Drive Staff Report](#)
[Exhibit A: Draft Ordinance 2023-38 and Proposed Plat](#)
[Exhibit B: Applicant Statement](#)

Exhibit C: Licensed Engineer's Survey
Exhibit D: Property Photos

2. Consideration to Approve Ordinance No. 2023-39, an Ordinance Approving the 958 Woodside Avenue Plat Amendment, Located at 958 Woodside Avenue, Park City, Utah
(A) Public Hearing (B) Action
[958 Woodside Avenue Staff Report](#)
[Exhibit A: 958 Woodside Draft Ordinance 2023-39](#)
[Exhibit B: 958 Woodside Avenue Survey](#)
[Exhibit C: Woodside Avenue Streetscape Visual](#)
[Exhibit D: Project Description](#)
3. Consideration to Approve Ordinance No. 2023-40, an Ordinance Approving the 2411 Country Lane and 28 Payday Drive Plat Amendment, Located at 2411 Country Lane and 28 Payday Drive, Summit County, Park City, Utah
(A) Public Hearing (B) Action
[2411 Country Lane & 28 Payday Drive Staff Report](#)
[Exhibit A: Draft Ordinance and Proposed Plat](#)
[Exhibit B: Ordinance 13-38](#)
[Exhibit C: Lot 4 Potential Building Envelope](#)
[Exhibit D: Ordinance 13-06](#)
[Exhibit E: Richards/PCMC Annexation Plat](#)
[Exhibit F: 2014 LMC 15-2.11 SF Zone](#)
[Exhibit G: SLO Documents](#)
[Exhibit H: Survey of Existing Conditions](#)
[Exhibit I: Thaynes Creek Ranch Estates Subdivision - Phase 1](#)
4. Discuss Free Parking in the China Bridge Garage October 1, 2023 - December 15, 2023
(A) Public Input
[Off Season Parking Holiday Staff Report](#)
5. Consideration to Approve Resolution 15-2023, a Resolution Providing for a Special Bond Election to be Held on November 21, 2023, for the Purpose of Submitting to the Qualified Electors of Park City, Utah (The "City"), a Proposition Regarding the Issuance of Not to Exceed \$30,000,000 General Obligation Bonds to Finance All or a Portion of the Costs Associated with Constructing, Improving, Furnishing and Equipping New and Existing City Recreational Facilities; This Includes But is Not Limited to Expanded Fitness Facilities, Field Lights, Indoor and Outdoor Pickleball Courts, Nordic Area, Refrigerated Outdoor Ice Sheet, and Support Maintenance Facilities; Providing for the Hosting of a Public Hearing and the Posting of a Notice of Public Hearing; Approving the Form of and Directing the Posting of a Notice of Election and the Ballot Proposition; and Related Matters
(A) Public Input (B) Action
[Recreation GO Bond Staff Report](#)
[Exhibit A: Resolution Calling Bond Election](#)
[Exhibit B: Bond Election Advocacy Do's and Don'ts Handout](#)
[Exhibit C: Election GO Timeline](#)

VIII. CLOSED SESSION

The Council may consider a motion to enter into a closed session for specific purposes allowed under the Open and Public Meetings Act (Utah Code § 52-4-205), including to discuss the purchase, exchange, lease, or sale of real property; litigation; the character, competence, or fitness of an individual; for attorney-client communications (Utah Code section 78B-1-137); or any other lawful purpose.

IX. ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting.

***Parking is available at no charge for Council meeting attendees who park in the China Bridge parking structure.**

Council Agenda Item Report

Meeting Date: August 22, 2023

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Information

Agenda Section: STUDY SESSION

Subject:

3:15 p.m. - Joint City Council and Summit County Council Roundtable with U.S. Representative John Curtis

Suggested Action:

Attachments:

Council Agenda Item Report

Meeting Date: August 22, 2023

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Information

Agenda Section: STUDY SESSION

Subject:

4:00 p.m. - Break

Suggested Action:

Attachments:

Council Agenda Item Report

Meeting Date: August 22, 2023

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Work Session

Agenda Section: WORK SESSION

Subject:

4:15 p.m. - Discuss the Childcare Working Group's Childcare Needs-Based Scholarship Program Recommendations

Suggested Action:

Attachments:

[Childcare Scholarship Program Staff Report](#)

[Exhibit A: Childcare Stipend Scenarios](#)

City Council Staff Report



Subject: Childcare Needs-Based Scholarship Program
Author: Michelle Downard, Resident Advocate
Jed Briggs, Budget Director
Sarah Mangano, Human Resources Director
Department: Executive
Date: August 22, 2023
Type: Work Session

Summary

Pursuant to City Council direction during the FY24 Budget adoption, review and consider recommendations from the Childcare Working Group to administer a new PCMC Childcare Needs-Based Scholarship Program. The Working Group has strategically focused on addressing the issue in two phases:

- Phase 1 = Immediate – Emergency Needs-Based Scholarships; and
- Phase 2 = Near-Term – Capacity Building – Childcare Industry Support.

Background

After considerable City Council and public deliberation ([November 17, 2022](#), [May 11, 2023](#), [May 25, 2023](#), [June 1, 2023](#),) based on the lack of affordable and available childcare in Park City combined with an impending reduction in Federal funding, Council made a one-time \$1,000,000 allocation ([June 22, 2023](#)) as part of the FY24 Budget. However, Council clarified that no funds would be distributed until a transparent and accountable administrative criteria and process was established.

Accordingly, a Working Group was created to help PCMC design a program reflective of Council input and using the [assessment submitted by the Early Childhood Alliance](#). After meeting each week for the past two months, the Working Group recommends:

- Prioritizing lower-income Park City households and residents with young children;
- Encouraging short- and long-term capacity-building in Park City's existing and newly regulated childcare facilities;
- Increasing the use of the Department of Workforce Services (DWS) Childcare Assistance in Park City (currently underutilized); and
- Setting aside funds within the \$1M allocation to provide additional employee benefits for qualifying PCMC employees.

On [July 27, 2023](#), the Working Group submitted a progress update to Council – [Childcare Staff Communication Report](#).

Analysis

Phase 1- Immediate - Emergency Needs-Based Scholarships

The Childcare Needs-Based Scholarship Program is outlined in Exhibit A and includes four program components. Scholarships and childcare-provider funding incentives will be available first come first serve each month and provided directly to regulated Summit County childcare providers. Funding amounts for each program component are provided to help forecast the anticipated number of children served, and how the funding will be utilized between the program components.

Funding amounts per program component are not intended to be mutually exclusive. For example, if funding for the infant & toddler childcare (up to 36 months) tuition scholarship component is exhausted early, that program can continue to draw upon the total allocation until City Council desires otherwise. Regular reporting and a comprehensive check-in after three months will provide ample opportunity to scrutinize program allocations, funding burn rates, desired outcomes, and more.

The program components and eligibility criteria are as follows:

1. Childcare Needs-Based Tuition Scholarship
 - a. Park City resident children;
 - b. A household income of less than 100% AMI;
 - c. No more than 10% of the household income on childcare (total sum including multiple children) per month; and
 - d. A regulated childcare provider located within Summit County.
2. Infant & Toddler Childcare (up to 36 months) Tuition Scholarship
 - a. Park City residents and/or Park City workforce children;
 - b. A household income of less than 150% AMI;
 - c. \$200 scholarship per child per month; and
 - d. A regulated childcare provider located within Summit County.
3. Regulated Childcare Provider Incentive to Serve Children Enrolled in DWS Childcare Assistance
 - a. \$300 per month per child enrolled in DWS Childcare Assistance; and
 - b. A regulated childcare provider located within Summit County.
4. PCMC Employee Childcare Tuition Scholarship
 - a. \$100,000 allocation
 - b. PCMC is surveying employees to better understand childcare needs. A new benefit is anticipated on January 1, 2024, to coincide with the annual employee benefits renewal package.

The Scholarship Program is an emergency allocation. While it will address a lack of affordable childcare on a short-term basis, it is not anticipated to result in substantial capacity-building and long-term industry support. However, measuring the success of the Scholarship Program and local ongoing childcare needs is essential. Measurements to assess these factors include:

- The number of Park City resident and workforce children served;
- The number of infant and toddler children served;
- Support of households below the program-established AMI rates;

- The number of scholarship applications received and the number approved;
- DWS Childcare Assistance applications submitted and successful enrollment;
- PCMC employees served;
- An increase in regulated childcare capacity; and
- An increase in regulated childcare providers.

We recommend bi-monthly audits by the PCMC Finance Department, or as expended funds reach \$100,000 increments, or whichever occurs first. In addition, a 4-month program review is recommended, complete with a City Council work session. At that time, Council may assess how the program is working and consider adjusting any of the components.

Program administration requires documentation, applications, qualification, fund distribution accountability, and customer service. Therefore, a Request for Proposal (RFP) will be advertised to identify a qualified and experienced third-party vendor to administer the program.

Phase 2- Near-Term – Capacity Building – Childcare Industry Support

Another focus of the Working Group important to the City Council is increasing childcare capacity-building and a more sustainable long-term outlook. In July, PCMC posted an [Early Childcare Provider RFP](#) to seek a regulated childcare provider to lease the existing childcare space within the Park City Library for year-round childcare services. The RFP is scheduled to return to Council for consideration in September.

In addition, we recommend establishing a joint task force involving additional stakeholders, such as Summit County, PC Chamber, PC Community Foundation, PC School District, childcare providers, parents, and other stakeholders. This task force can be created and mobilized promptly based on Council's feedback.

EXHIBITS

A- Childcare Needs-Based Scholarship Program

EXHIBIT A – Childcare Needs-Based Scholarship Program

Program Components to Regulated Childcare Provider	<AMI	Estimated Need	# Children Served	\$ per child per month	Funding Amount
Childcare Needs-Based Tuition Scholarship	100% (10% income max)	72	65	\$833*	\$650,000
Infant & Toddler Childcare (up to 36 months) Tuition Scholarship	150%		63	\$200	\$150,000
Regulated Childcare Provider Incentive to Serve children enrolled in DWS Childcare Assistance		69	28	\$300	\$100,000
PCMC Employee Childcare Tuition Scholarship		32			\$100,000
					\$1,000,000

*Estimated monthly average scholarship per child

Childcare Needs-Based Scholarship Program Criteria

1. Childcare Needs-Based Tuition Scholarship
 - a. Park City resident children;
 - b. A household income of less than 100% AMI;
 - c. No more than 10% of the household income on childcare (total sum including multiple children) per month; and
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Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Information

Agenda Section: WORK SESSION

Subject:

5:15 p.m. - Break

Suggested Action:**Attachments:**

Council Agenda Item Report

Meeting Date: August 22, 2023

Submitted by: Michelle Kellogg

Submitting Department: Community & Public Affairs

Item Type: Information

Agenda Section: COMMUNICATIONS AND DISCLOSURES FROM
COUNCIL AND STAFF

Subject:

Community Engagement Quarterly Update

Suggested Action:

Attachments:

[Community Engagement Quarterly Update Staff Report](#)

[Exhibit A: Park City Municipal Quarterly Social Media Report](#)

City Council Staff Communications Report



Subject: Community Engagement Quarterly Update
Authors: Linda Jager, Tanzi Propst, Emma Prysunka, Clayton Scrivner
Department: Community Engagement
Date: August 22, 2023
Type of Item: Informational

Executive Summary

The second quarter of 2023 has seen some excellent traction for Community Engagement. From viral videos highlighting our impressive snow removal efforts to well-attended and public involvement events, the Team continues its work to creatively pursue its mission to “foster communication and connection between the community and Park City Municipal.” This comprehensive overview relays activities from April—June 2023. We welcome feedback from Council to optimize our performance to support our goals.

Progress Overview and Highlights

Areas of emphasis this quarter were: strategic communications, stakeholder outreach, digital content development, and community events.

Strategic Communications

Media relations and internal departmental coordination is a core responsibility of our Team. Our team fosters a collaborative and collegial relationship with our local and regional media outlets, stakeholders, and community members. The three hyper-local media channels, KPCW, the Park Record, and Town Lift, have kept us busy with consistent and significant media coverage.

Here are some of the key activities in strategic communications:

- 14 City Briefs
- 6 news releases
- 7 community newsletters
- 676 social media posts
- 6 public service announcements, including our Spring Projects Open House, Board, Commission vacancy opportunities, and Leadership Park City Recruitment.

Stakeholder Outreach



The Community Engagement Team proactively works with each department across the City to provide Citywide mailings, open houses, surveys, Engage Park City projects, and awareness campaigns to inform stakeholders and measure community sentiment around various issues. Notable stakeholder outreach activities in the second quarter of 2023 included:

- [2022 Annual Water Quality Consumer Confidence Report](#)
- [Be Ready Park City 2023 Newsletter](#)
- [Bonanza Park Small Area Plan](#) and [5-Acre Site Feasibility Study](#)
- [Engine House Affordable Housing Development](#)
- [Homestake Road Waterline Replacement Project](#)
- [Landscape Incentive Program](#)
- [PCMC and Rocky Mountain Power utility box call for artwork](#)
- [Rail Barrel Program](#)
- [Spring runoff preparation](#)
- [Summer Special Events Impact Outreach \(Savor the Summit, Fourth of July, and Park Silly Sunday Market\)](#)
- [Upper Main Street Improvement Project](#)

Digital Content and Strategy

Our digital media communication tools and social media activities continue to inform and engage our residents and community. PCMC is active on [Facebook](#), [Instagram](#), Twitter/X (@parkcitygovt), and Nextdoor (City of Park Cit). We also release the [Municipal Newsletter](#) every three weeks, create email marketing campaigns, utilize [Engage Park City](#), and update the [City's website](#) regularly. The most recent report in Exhibit A captures our social media results.



We also lead a quarterly PCMC Social Media internal workgroup to coordinate our various and dispersed digital campaigns and outreach efforts.

Highlights of note:

- 18.6% increase in our social media audience from Q2 2022 — 15,280 total users
- 55% more engagements on our content from Q2 2022
- An increase of 364.5% in our video views from Q2 2022
- Email marketing open rate (55.63%) continues to exceed the industry standard (19.4%) and continues to attract subscribers
- A wildly successful social media competition of guessing the meltdown date of Quinneth Peak — more than 77,000 views and national attention through a [FOX Weather live segment](#), 170+ guesses

Community Events



Our Team also leads the development, planning, promotion, and execution of various in-person and virtual community engagement events. We collaborated with the Resident Advocate, Mayor's Office, and department liaisons to support the following community events this quarter:

- Community Wildfire Risk Assessment Open House
- Mayor & Council in the Neighborhood – Park City Heights, Main Street, and Prospector
- Meet Up with the Mayor series
- Spring Projects Open House
- Bike-to-School Day

Looking Forward

As we continually strive to elevate our level of service, we will focus on planning and implementing the following programs and initiatives over the next few months:

- 2023 Fall Projects Open House
- 2023 Mayor & Council in the Neighborhood Series (monthly events through October)
- Continued community updates on major planning efforts in Bonanza Park
- Selection and implementation of an e-mail/text alert platform to enhance our stakeholder database and customize messaging based on geographic location(s) and areas of interest

Exhibits

Exhibit A: Park City Municipal Quarterly Social Media Report

SOCIAL MEDIA REPORT

[QUARTERLY: APRIL-JUNE 2023]



Table of Contents

[Social Media Goals / KPIs](#)

[Insights](#)

[Progress Snapshot \(April-June\)](#)

[Top Performing Posts](#)

[Audience Demographics](#)

[Quarterly Performance Breakdown \(all channels\)](#)

- [Nextdoor](#)
- [ParkCity.org](#)
- [EngageParkCity.org](#)
- [MyEmma Email Marketing](#)

[Contact Information](#)

[Glossary of Metrics](#)



Social Media Goals / KPIs

Goals

- Reach and engage with the Park City community through creative content and informative posts.
- Encourage a more active participation from the Park City community in local government initiatives through calls to action.

KPIs

- Reach
- Link Clicks
- Video Views
- Shares
- Likes / Reactions
- Comments
- Engagements
- Audience (Subscribers / Followers)
- Time on Page

Insights

Wins

- * A Staff Spotlight received top metrics over a Quarterly period – shout out to Hannah Pack!
- * **Quinneth Peak captured the attention of the nation with our competition to guess the snow pile's melt date. It is the most popular post in PCMC history.**
 - **Three local winners — one of which being our very own Celia Peterson!**
- * New, more streamlined metrics report. Yay!

Challenges

- * Twitter is still not reporting demographics information.
- * Continued spamming from fake accounts, etc. RE: PCPD, needing additional moderation.
- * **Most standout text, in bold.**
- * Pride Month posed challenges in moderating comments...the Community Engagement team was able to fall back on our *Social Media Commenting Policy* and keep most of these at bay.

Key Takeaways / Opportunities

- * **Video continues to perform well across our platforms. We can confidently place more effort toward producing behind-the-scenes content and our staff humanizing efforts.**
- * Our newsletters are performing well and garnering subscribers. How can we maximize those messages without being overwhelming?

Progress Snapshot (April-June)

AUDIENCE

15,280

An increase of 18.6% from April-June 2022.



PUBLISHED POSTS

676

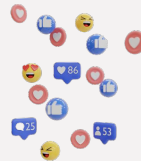
Compared to 663 posts throughout April-June 2022.



ENGAGEMENTS

24,747

Up 55% from April-June 2022.



VIDEO VIEWS

147,688

A increase of 364.5% from April-June 2022.



IMPRESSIONS

666,015

An increase of 48.6% from April-June 2022.



Top Performing Post

HIGHEST REACH/
ENGAGEMENT/VIDEO VIEWS



77,275 views (on Instagram alone) on this 21 second Reel.

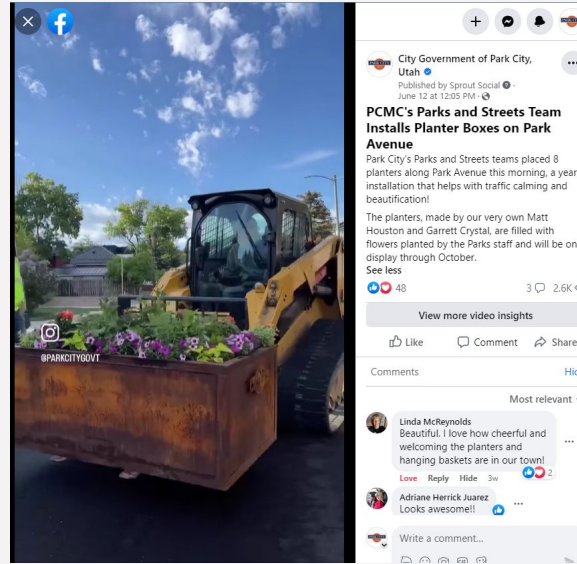
Honorable Mentions

2nd MOST VIDEO VIEWS



13,274 views (on Instagram alone) on a 56 second Reel.

2nd HIGHEST ENGAGEMENT



5,895 unique users reached with this video. Users engaged with this post 1,552 times on Facebook alone.

3rd HIGHEST REACH

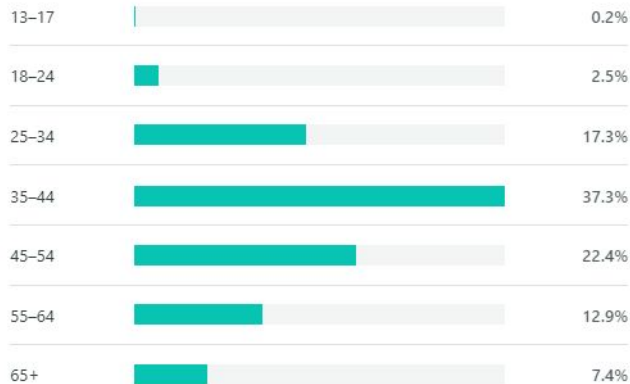


This post reached 7,631 unique accounts on Facebook.

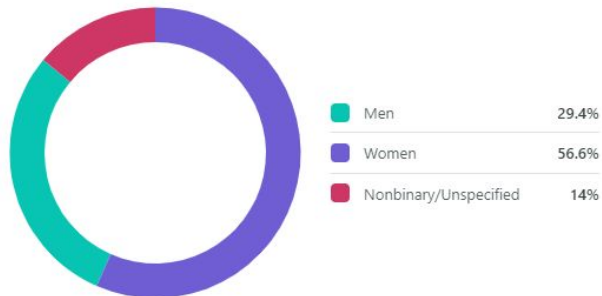
Audience Demographics

FACEBOOK

Audience by Age



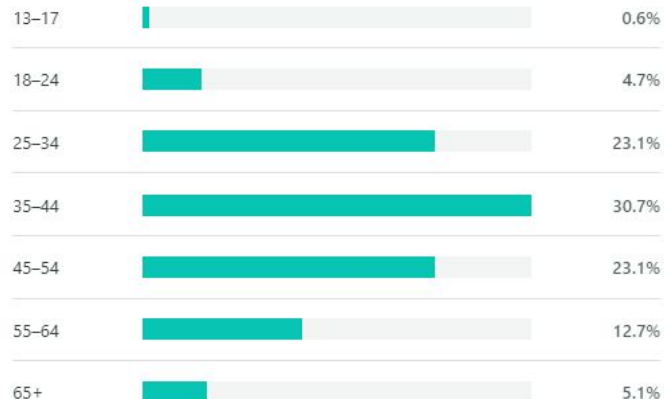
Audience by Gender



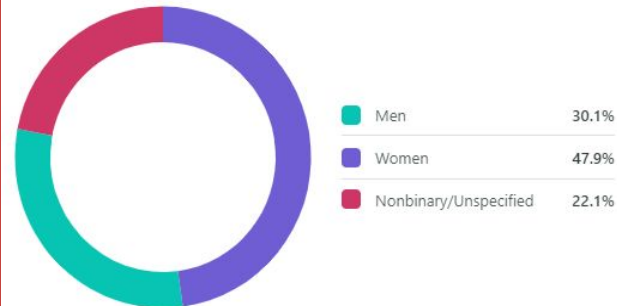
Mostly women, ages 35-44.

INSTAGRAM

Audience by Age



Audience by Gender




Mostly women, ages 35-44.

Quarterly Performance Breakdown

CHANNEL	NEW FOLLOWERS	# OF POSTS PUBLISHED	ENGAGEMENTS	LINK CLICKS	VIDEO VIEWS
Instagram (Posts + Reels)	445 (7,308 total)	289 (133 Stories)	10,804	621	135,563
Facebook	179 (5,669 total)	198	13,003	567	10,046
Twitter	42 (2,303 total)	189	940	181	2,079
TOTAL	666	809	24,747	1,369	147,688

Quarterly Performance Breakdown — Nextdoor


Search Nextdoor



City of Park City

A former silver mining town, Park City is now home to ~8,500 residents, two world-class ski resorts, and many special and cultural events. Park City is a proud alpine host for the 2002 Olympic Winter Games. PCMC Social Media Commenting See more...

Edit page descriptionShare



City of Park City

4,005 members
2,613 claimed households
35 neighborhoods

Invite

Details

Edit

City of Park City
445 Marsac Ave
Park City, UT 84060
[Get directions](#)



(435) 615-5000

media@parkcity.org


parkcity.org

PostPollAlert

Viewing posts from your agency. Filter ...

**City of Park City** 
Digital Communications Coordinator Tanzi Propst • 2 days ago

High five to our snow plow crews! 🙌 to our plow drivers working around the clock to keep the City's streets cleared! <https://townlift.com/2022/12/weathering-the-storm-winters-daily-challenges-for-park-city-snow-plow-crews/>



**Weathering the storm: winter's daily challenges for park city s...**
townlift.com

Posted to Subscribers of City of Park City

8 · 355 Impressions

LikeCommentShare

Add a comment...

**City of Park City** 
Digital Communications Coordinator Tanzi Propst • 5 days ago

HOLIDAY HOURS

FOLLOWERS

4,230

IMPRESSIONS

31,593

PUBLISHED POSTS

87

27

Quarterly Performance Breakdown — *ParkCity.org*

USERS

105,908

A decrease of 2.5% from
April-June 2022.

PAGEVIEWS

322,602

A decrease of 8.1% from
April-June 2022.

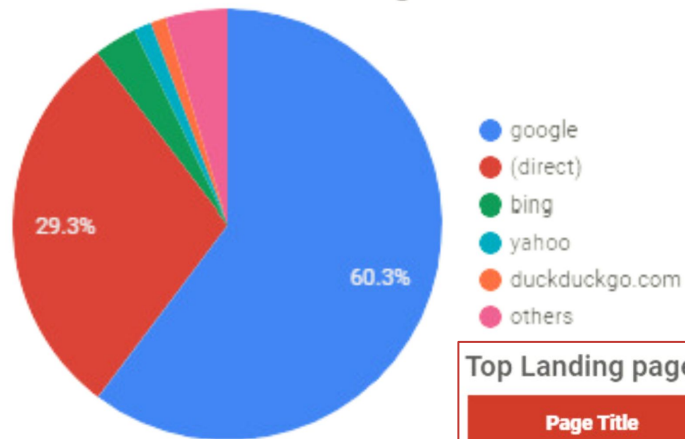
AVERAGE SESSION DURATION

1 minute, 37 seconds

An increase of 4.5% from April-June 2022.

Quarterly Performance Breakdown — *ParkCity.org*

Where is traffic coming from?



Top Landing pages and stats

	Page Title	Pageviews ▾	Bounce Rate	Avg. Time on Page	Avg. Session Duration
1.	Park City, UT Home	37,752	44.52%	00:00:59	00:01:56
2.	Park City Golf Club Park City, UT	31,462	62.17%	00:02:08	00:01:36
3.	Park City MARC & Recreation Home Park City, UT	20,343	56.09%	00:01:35	00:01:39
4.	Routes & Schedules Park City, UT	19,884	83.55%	00:04:54	00:01:12
5.	Park City Ice Arena Park City, UT	11,811	83.71%	00:02:58	00:00:45

Quarterly Performance Breakdown — EngageParkCity.org

TOTAL VISITS

2,717

INFORMED VISITORS

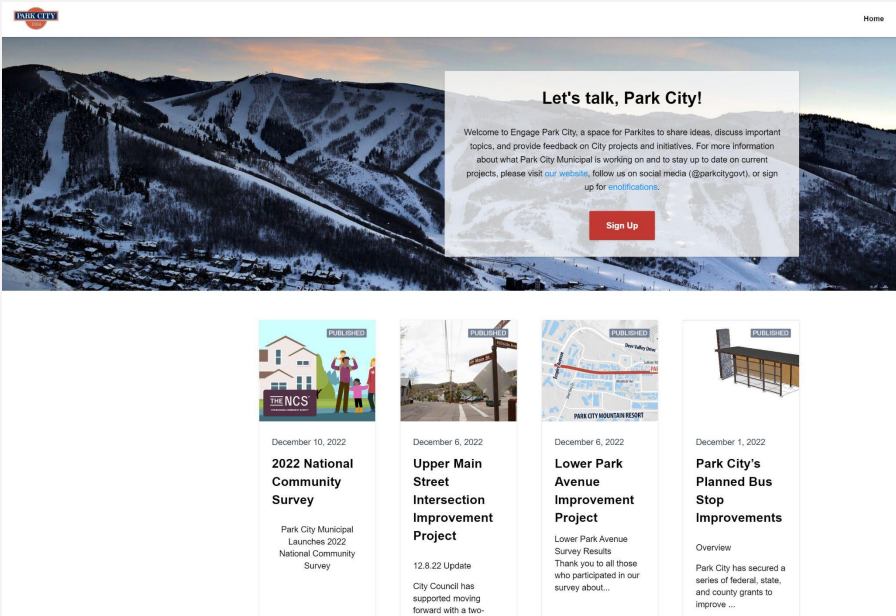
377

TOP PAGE

792

participants

Spring / Summer / Fall 2023
Transit Service



Quarterly Performance Breakdown — MyEmma

OPEN RATE

53.63%

9,446 opens.

Industry standard for local governments is 19.4%.

CLICK RATE

2.43%

639 clicks.

Industry standard for local governments is 2.8%.

CAMPAIGNS SENT

7

A 36.36% decrease from April-June 2022.

RECIPIENTS

6,385

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Tanzi Propst

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Glossary of Metrics

<u>METRICS</u>	<u>DEFINITION</u>	<u>SIGNIFICANCE</u>
CAMPAIGN	An email/eblast that we shared with our subscribers.	Tells us how many email messages we sent.
CLICK RATE	How many times users clicked on a link.	Tells us how many users are clicking on the links we provided.
CLICK-THROUGH RATE (CTR)	The percentage of users who see our post and also click on it.	Tells us how engaging users find our content.
ENGAGEMENT RATE	The amount of interaction — likes, shares, comments, saves — a piece of content receives.	Tells us how engaging users find our content.
IMPRESSIONS	How many times our post has been shown to users (not unique).	Tells us how often users are seeing our content.
INFORMED VISITORS	Users that have taken some sort of action on our project page(s).	Tells us what users might be interested in and what topics they are concerned with.
KPI	Key Performance Indicator(s). A quantifiable measure of performance over time for a specific objective.	Provides targets for us to shoot for, milestones to gauge our progress and insights that help us make better social media strategy decisions.
REACH	How many users have seen our post(s) (unique).	Helps us understand how large our audience is and measures our progress toward spreading brand awareness.
SESSION DURATION	Time a user spends on a webpage.	Tells us how long users are spending on a page and what pages are of importance to them.

Council Agenda Item Report

Meeting Date: August 22, 2023

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section: CONSIDERATION OF MINUTES

Subject:

Consideration to Approve the City Council Meeting Minutes from July 13 and 27, 2023

Suggested Action:

Attachments:

[July 13, 2023 Minutes](#)

[July 27, 2023 Minutes](#)



PARK CITY COUNCIL MEETING MINUTES - DRAFT

445 MARSAC AVENUE

PARK CITY, SUMMIT COUNTY, UTAH 84060

July 13, 2023

The Council of Park City, Summit County, Utah, met in open meeting on July 13, 2023, at 3:15 p.m. in the City Council Chambers.

Council Member Dickey moved to close the meeting to discuss property at 3:19 p.m. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly

CLOSED SESSION

Council Member Dickey moved to adjourn from Closed Meeting at 4:00 p.m. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly

WORK SESSION

Thaynes Canyon Drive/Hotel Park City Parking Study:

Heinrich Deters, Trails & Open Space Manager, introduced Jeremiah Simpson with Kimley Horn, Vaughn Robinson, Golf Manager, and Ricky Overton and Ryan Overton, Hotel Park City. Deters reviewed the parking study was from 2022, and indicated with some of the striping and the reclamation of underground parking spaces, there was now no winter deficit. In addition, the golf course was not using the temporary informal parking along Thaynes Canyon Drive and the City now had a microtransit program available. He asked for Council approval to pursue a bid process for a walkability program which would require a \$400,000 match. The majority of the Council agreed to pursuing the program.

Council Member Toly asked whether there were any different trends this summer than in 2022. Robinson noted that there were more vehicles circling the lots in the evenings looking for parking spots even though they encouraged carpooling. He attributed that to people coming after work in single occupancy vehicles. Council Member Toly requested

1 details about how the hotel communicated with guests about parking. Ryan Overton
2 stated the hotel followed up on bookings with a concierge letter outlining transportation
3 options such as car rentals or private shuttles. Check-in time was 4:00 p.m. which
4 coincided with golfing and restaurant diners. Due to the parking situation, they hadn't
5 promoted wedding and catering events. The valet service worked well and was offered
6 to golfers and the restaurant even if just temporarily. Overton clarified that in the
7 summer they had more local groups driving from the Salt Lake Valley, unlike the winter
8 where more groups flew in and took public transportation to the City. Council Member
9 Toly suggested splitting parking spots in half and then share them. Robinson indicated
10 he and Overton had already discussed that, and it would hurt each of them at certain
11 times so it wouldn't be their first choice. Council Member Toly asked whether they
12 foresaw the need to use the 14 parking spots in the future for staging grounds for
13 remodels or if they could be proactive and not use parking spots. Overton conceded
14 that they would have another round of remodels in October, but they had been
15 successful in moving a lot of items off-site. He offered that employees must park off-site,
16 which was a burden, but they continued to offer parking incentives to their employees.

17
18 Council Member Gerber asked if there were on-site lockers to store winter and summer
19 gear to make it easier for people to take public transportation. Overton responded there
20 was no storage at this point.

21
22 Council Member Dickey asked if the multi-use path was recommended with or without
23 the parking along Thaynes Canyon Drive or if that mitigation to the parking was added
24 there. He also asked why it was proposed for that area and not in other places within
25 the City that were not walkable. Deters, referred to the 2007 walkability
26 recommendations, and claimed the walkway along Three Kings Drive and Thaynes
27 Canyon Drive was identified, but it was not prioritized at the time. The City was now at
28 the point to prioritize this. Council Member Dickey asked what other circulation options
29 had been considered. Deters responded that change of behavior and having the
30 program manage the drop-off in front of the Nordic center had improved the flow, but the
31 adaptive skier access had not been addressed yet. Council Member Dickey inquired
32 about the margin of error for the winter model without samples and Simpson asserted
33 he was comfortable with the model he set up using the ULI industry tool. Deters
34 indicated that additional study was an option for the Council to consider.

35
36 Council Member Rubell stated that the scope of this study combined with the parking
37 analysis didn't account for the adaptive access. Deters agreed and indicated there was
38 no Planning approval to move forward with parking on City owned property. He asked if
39 Council wanted to look at a Planning aspect for City property or if it should be looked at
40 through the MPD. Further clarification took place about the numbers in the report and
41 how they were derived. The driving adjustments made were very site specific. Council
42 Member Rubell confirmed that 100% of 144 people drive with an average vehicle
43 occupancy (AVO) of 1.0 which is one person per car for golf. It was explained that the
44 base ratio already incorporated the typical number of persons per car without any

interventions, so they were looking at a ULI recommended ratio of eight parked vehicles per hole. Council Member Rubell further confirmed that only 5% of employees or visitors used transit, and the consultant was very conservative with this model. Deters stated they would be asking for a 12-foot separated path in this area and none of those options had been through the planning process yet.

Mayor Worel asked for more information at a future discussion of this item on the striped parking, specifically regarding what restrictions and zoning were on that land, and whether parking was allowed there. Council Member Toly asked Deters to look at two or three other golf courses in the country to see what creative things they were doing to help with the parking. Council Member Rubell wanted an answer about the adaptive access, circulation, and getting a better idea of the nonconformance and what was within and out of the MPD. He asked if the City would alter the model to align with the City priorities and goals to see what the numbers are. Council Member Dickey was curious about the feasibility of Option Three and asked if that was of interest to the hotel. Council Member Gerber thought looking into lockers for on-site storage of equipment to encourage transit would be worthwhile. Council Member Doilney agreed with Council Members Toly and Gerber to change behavior and hoped the walkability part would have some impact.

REGULAR MEETING

I. ROLL CALL

Attendee Name	Status
Mayor Nann Worel Council Member Ryan Dickey Council Member Max Doilney (via Zoom) Council Member Becca Gerber Council Member Jeremy Rubell Council Member Tana Toly Sarah Pearce, Deputy City Manager Margaret Plane, City Attorney Paige Galvin, Deputy City Recorder	Present
None	Excused

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments:

Mayor Worel indicated that the Community Resources for Transient Use Impacts report was a great resource for anyone interested in the transient use impacts and nightly rentals. Council Member Toly remarked that Transit to Trails would start on July 14th with evening shuttles. Council Member Dickey also highlighted the Community Resources

for Transient Use Impacts report and requested a work session to further discuss the impacts across properties and neighborhoods. The Council agreed to that discussion. Council Member Rubell congratulated staff working on traffic movement around town. Mayor Worel sought community members to participate in two community driven plans: the Small Area Plan for the Bonanza Park neighborhood and a feasibility study for determining a future use for City-owned land at the intersection of Kearns Blvd. and Bonanza Drive on Wednesday, July 19th, 5:30 p.m.-7:30p.m. at the Yarrow/Doubletree Hotel.

Staff Communications Reports:

1. Community Resources for Transient Use Impacts:

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

Mayor Worel opened the meeting for any who wished to speak or submit comments about the Thaynes Canyon Parking Study which was previously presented.

John Stafsholt, 84060, applauded the hotel and City staff for working together and stated the consultant did a good job with the data they had, but he was disappointed that there was no winter and peak summer data. He agreed with Council Member Gerber about changing behaviors and thought it would make it easier to use mass transit if there was on-site storage of summer and winter gear. He also pointed out the use of the 12th hole by the tee box for end-to-end parking. He believed that the parking problem had been understated due to adding 40 off-site phantom stalls because those couldn't be used forever.

Jennifer Adlen, 84060, was opposed to the concept of parking along Thaynes Canyon Drive. Thaynes Canyon Road was overburdened and parking along the road narrowed and exacerbated it. She felt the neighborhood had a lot of commercial encroachment on it already with the Three Kings Water Treatment Plant, Silver Star, and the resort. It was a park zone, and she urged the Council to keep it that way and to look at other options that didn't involve parking along that road.

Angela Moschetta, 84060, echoed that the parking study was a little inadequate and some parts of the plan could be redone to get better data. She agreed to protect the neighborhood in the General Plan and adding more parking there wouldn't solve the problem. On-site storage would be great to encourage mass transit. She thanked the Council for following the process and getting to good outcomes for everyone.

Glen Overton was disappointed because there wasn't enough emphasis on the 4:00 p.m.-7:00 p.m. He appreciated all the Council talking and addressing the challenge with them.

1 Suzette Robarge, 84060, was opposed to parking on Thaynes Canyon Drive and had
2 concerns that the walkability plan was contingent upon a \$1,000,000 grant looking for a
3 project. They had so much traffic impact from construction, and she would lose 3,000
4 square feet off her front lawn with a pathway. She was also opposed to any proposed
5 trailhead parking for the Snow Creek Ranch property there.

6
7 Rick Tishman, Hotel Park City HOA President, noted the lawn was owned by the HOA,
8 not the hotel. They were prepared to solve the parking problem by going underground
9 with at least 100 spots which he would like to have considered. He was not sold that
10 storing golf clubs on-site was going to help and noted golfers didn't carpool.

11
12 Kevin McCarthy eComment: "Thaynes parking. 1. The most important aspect is to build
13 Walkability structure that is useable year round especially by Thaynes Canyon residents
14 who tend to be Seniors. As some of your proposals seem to include narrowing the street
15 this aspect becomes much more critical. 2. The possibility of cutting down mature
16 healthy trees on the golf course is absolutely unacceptable. These old growth trees can
17 not be replaced at any price and in an age of potentially catastrophic climate change
18 this could be viewed as a crime against nature. 3. On the parking options themselves I
19 prefer the underground option. It is more expensive but that is balanced by outward
20 appearance of our community without vehicles cluttering our open space. We built the
21 public golf course to be an asset to our community not a parking lot."

22
23 Mayor Worel opened the meeting for any who wished to speak or submit comments on
24 items not on the agenda.

25
26 Mark Brian, 84060, acknowledged there was a request to develop a small subdivision of
27 five residences at the end of Norfolk Avenue and stated the small, one lane road would
28 be overwhelmed. He requested that Council work with the Planning Commission to
29 require the road to be brought up to City code before the permit was granted, and that
30 the City take over the maintenance of the road afterwards. He would not be able to
31 coordinate this himself. Mayor Worel suggested he work with Michelle Downard on the
32 Neighborhoods First Request program.

33
34 Bob Theobald, 84060, submitted for the record updated documents and he drew
35 attention to the Legal Department's notion that they had no authority over well drilling
36 operations in Park City because the State of Utah superseded the City authority which
37 he believed to be untrue. He stated that there were three violations that had been
38 committed which the City had authority over and should exercise. He proclaimed that
39 Willow Ranch was in a sensitive land area. He asked the Council to interpret the
40 exhibits and drawings on their own.

41
42 Angela Moschetta, 84060, pleaded for a five or six month development moratorium,
43 especially since the City didn't have a Planning Director currently. A moratorium would
44 allow the community and the City staff the time needed to make sure that everything

1 was done as efficiently and transparently as possible. She also asked for a joint
2 committee meeting to become clear on the work these feasibility study committees were
3 doing. Lastly, she advocated for at least one committee member to sit in on the special
4 interest stakeholder meetings on Thursday.
5

6 Tom Miller, Fawngrove HOA President, eComment: "Fawngrove Condominiums are
7 located on the north side of the Deer Valley parking area and ponds. Deer Valley Drive
8 North is the northern boundary of Fawngrove, and it separates Fawngrove and the
9 Pinnacles. Fawngrove is very concerned that the proposed traffic plan and expansion of
10 Deer Valley Drive will cause additional nuisances to Fawngrove in the form of increased
11 traffic, noise, and light. We already have complaints from residents about the noise and
12 light from vehicles. For this reason, Fawngrove is not supportive of any expansion of
13 Deer Valley Drive North which would require the reduction of the existing buffer between
14 it and the existing Fawngrove buildings. It is important that any future expansion first
15 take advantage of the existing Publicly Dedicated 60-foot-wide right of way (ROW). The
16 width of Deer Valley Drive North (including gutters and sidewalks) is only 44 feet in this
17 area. This means that there are 16 feet of ROW still available. No expansion onto
18 private property should be necessary. Applicant should be required to complete a full
19 survey of the existing 60-foot ROW around the entire Deer Valley Drive loop before any
20 further plans are accepted. Importantly, the current centerline of the road is not
21 necessarily where the centerline of the ROW is located. Though the proposed "shared
22 mobility lane" may help with traffic in the afternoon from Snow Park to the "Y", it will also
23 cause frustration for local residents due to the road expansion, safety of crossing extra
24 lanes of traffic, and unneeded bicycle and pedestrian expansions. Finally, with regard to
25 transit, many Fawngrove unit owners and their guests use public transit. At present, the
26 north side of Deer Valley Drive North has no proper bus stops. Riders have to stand on
27 the shoulder or on snowbanks to wait for the bus or exit the bus. Proper standing area
28 for the bus stops on this side of the road must be made a priority this year. In general,
29 please ensure that Applicant's project does not affect the current efficient public
30 transportation to and from Snow Park and Park City Mountain. Public transit has been
31 very good between Fawngrove and the ski areas."
32

33 Mayor Worel closed the public input portion of the meeting.
34

35 IV. CONSIDERATION OF MINUTES

36 1. Consideration to Approve the City Council Meeting Minutes from June 15, 2023:

37 Council Member Gerber moved to approve the City Council meeting minutes from June
38 15, 2023. Council Member Toly seconded the motion.
39

40 **RESULT: APPROVED**

41 **AYES:** Council Members Dickey, Doilney, Gerber, Rubell, and Toly
42
43

V. OLD BUSINESS

1. Consideration to Approve a Ground Lease, in a Form Approved by the City Attorney's Office, with JF ENGINEHOUSE DEVELOPER, LLC., to Create 99 Units of Affordable Rental Housing on City-Owned Property Located at 1875 Homestake Road:

Jason Glidden, Housing Development Manager, and Cate Brabson, Deputy City Attorney, presented the background of this process along with Rory Murphy and Ryan Davis from J Fisher Companies. Glidden indicated there was one change which was to remove the relocation of the Recycle Utah Center and both parties agreed.

Council Member Rubell asked how many electric vehicle (EV) chargers would be installed to which Davis answered there would be four chargers for eight stalls. Council Member Rubell asked whether the reworked fee waiver model discussion had happened yet, and it was indicated it had not. Council Member Rubell inquired about a date when the powerlines and substation discussion would return to the agenda and Mayor Worel indicated there was no date yet.

Mayor Worel opened the public input.

Bill Ciraco, 84060, touted Rory Murphy, JK Fisher and Jason Glidden for all their hard work. He advised that it would be helpful to have more robust analysis of the financials and economics to retain credibility on future public-private partnerships.

Jo Ann Askins, 84060, supported this project which would create a more diverse and inclusive community. It was in an ideal location in the heart of the community, near transit, schools, recreation and shopping and it met the City's social equity goal with no exceptions to the code requirements. Plus, the developers conducted additional due diligence regarding the electric magnetic fields (EMF) and radiation consideration.

John Greenfield, 84060, stated the intentional placing of an affordable housing development in the middle of an industrial setting and next to a substation was unsettling. The small area plan was occurring right now and he thought the plan and the development should be coordinated together. He asked who would be responsible if something went wrong being next to the substation. He asked that Council consider moving the substation so these issues could be solved.

Angela Moschetta, 84060, believed that a parking reduction mandate was needed along with more bike parking for all types of bikes. She noted that it was unfortunate that the City was placing an affordable housing community next to a substation, and she didn't believe in the safety of the EMFs.

1 Joanne O'Connell, 84060, had positive things to say about this needed affordable
2 housing project and she implored the Council to aggressively continue to support
3 affordable housing in the future.

4
5 Dana Williams stated he was encouraged by the team effort and noted that the City was
6 in desperate need of affordable workforce housing. He highlighted that moving the
7 substation would not be decided tonight.

8
9 Sean Parker, 84060, was in support of this project, however he had concerns about fee
10 reductions, and what was fair for the taxpayer.

11
12 Megan McKenna, via Zoom, supported this project from the beginning. There was at
13 least a two-year waiting period for affordable rentals, so the project was urgent. As far
14 as the equity piece, there were always going to be tradeoffs to be weighed for any
15 project. She asked to allow people who needed affordable housing to decide for
16 themselves.

17
18 Ed Parigian, via Zoom, supported the affordable housing project and thought the
19 substation should be moved at a future date, due to the possible EMFs. He indicated
20 that space could then be valuable for future redevelopment.

21
22 Mayor Worel closed the public input.

23
24 Council Member Doilney noted that a public/private partnership was new in Park City
25 and J Fisher had addressed some of those concerns already. Council Member Gerber
26 was glad to finalize this ground lease because it had been a long process. She recalled
27 buying this parcel which was in the best location for affordable housing at the center of
28 the commercial district, and close to grocery stores, resorts, and transit. She remarked
29 that the Planning Commission was tough about the parking required and would love to
30 revisit parking reduction requirements in the MPD in the future.

31
32 Council Member Toly was not against affordable housing but did not support putting
33 affordable housing next the substation and the EMFs. She cited her service to the
34 community's health and wellness, and placing an affordable housing project next to a
35 substation went against that notion. She reported that EMFs were a Type 2 carcinogen
36 and she compared EMFs with the cigarette of the past. Therefore, she was not going to
37 vote for something that in her opinion could be compared to building housing next to a
38 cigarette factory. It was up to the government to prove that it was safe, and they had not
39 done this, so she was not in favor.

40
41 Council Member Dickey believed the science around the substation and the EMF's
42 safety. He touted the 99 units in the heart of town, close to two grocery stores, two
43 resorts, two transit stops and City Park. He envisioned the neighborhood in the future,
44 not what it was now, and thought it would be a great neighborhood. He would have

1 loved to live in this neighborhood, and he would let his kids live there. This validated the
2 public/private partnership, the Housing team, and the City's strategy. He agreed about
3 reduced parking, but he wouldn't undo the development over it. He had confidence that
4 they could plan a great neighborhood around one rental project.
5

6 Council Member Rubell praised the developer for their collaboration. He recalled that he
7 advocated in the past that Bonanza Park should be planned before they did things, and
8 it was okay to have a few guideposts in those plans. This project was a good guidepost
9 being in the center of town and there was a dire need for it. He touted infrastructure
10 projects, and they were a big reason the local government served the community. He
11 predicted they would realize the value of Bonanza Park area, JF Enginehouse, and the
12 community gathering space they were trying to envision through the planning process.
13 However, they would have to have a tough conversation in the future about how to
14 spend public and taxpayer money to invest in this community. He reviewed that they
15 had a panel working on the relocation of the substation and they weren't going to do
16 anything behind the scenes. The panelists were coming up with options for the
17 community and Council, and he hoped the community would provide input. He
18 concluded that this project would make a better community for all.
19

20 Mayor Worel acknowledged the steep learning curve as they embarked on their first
21 public/private partnership. She confirmed that she and Council Member Rubell were
22 part of the workgroup working with Rocky Mountain Power regarding the substation and
23 she was anxious to bring forth some recommendations from that group in the future.
24

25 Council Member Gerber moved to approve a ground lease, in a form approved by the
26 City Attorney's office, with JF ENGINEHOUSE DEVELOPER, LLC., to create 99 units of
27 affordable rental housing on City-owned property located at 1875 Homestake Road.
28 Council Member Doilney seconded the motion.

29 **RESULT: APPROVED**

30 **AYES:** Council Members Dickey, Doilney, Gerber, and Rubell

31 **NAY:** Council Member Toly

32
33 **2. Consider the Appeal of the Planning Commission's Denial of the Washington**
34 **School House Conditional Use Permit (CUP) for a Minor Hotel, Located at 543**
35 **Park Avenue:**

36 Mayor Worel disclosed that she received an email from John Plunkett and Barbara Kerr,
37 representing a group of 28 homeowners who lived close to the Washington School
38 House Inn, who asked to reopen the public hearing, but she indicated the public hearing
39 had closed. Since this was an appeal, the process was different, however she thanked
40 them for the input. She also disclosed she did not have an ex parte communication with
41 the authors of the email.
42

1 Lillian Zollinger and Virgil Lund, Planning Department, presented this item and provided
2 a brief recap for the Council as requested. The Planning Commission denial findings
3 were reviewed as well as the options available for the City Council tonight.
4

5 Wade Budge, Counsel for the appellant, summarized the current circumstance that they
6 had a project that complied with the parking requirements. He offered a couple of
7 options for the 12th parking spot. There was parking study and they showed they
8 conformed to the code. If they were granted an exception allowed by the code, the
9 eleven parking spots would work. If they were required to have the 12th spot, that would
10 be possible. There would be a community benefit by combining a lot with the overall
11 parcel and removing a density unit. When the State of Utah evaluated the evidence
12 submitted, they stated the Planning Commission's determination that the detrimental
13 effects could not be mitigated was conclusory and not supported. It was difficult to deny
14 a conditional use permit and he believed that they didn't have a factual record that
15 would justify a denial and they were here as a partner wanting to propose good faith
16 conditions, mitigations, and limitations so they could keep what they all loved while
17 allowing this hotel to operate in the manner their clientele expected. He reiterated their
18 requirement that someone arrive by rideshare or by foot if they came for dinner as an
19 invitee of a guest.
20

21 Mayor Worel asked about a settlement proposal, and the applicant offered that they
22 would have a discussion with anybody that this Council decided. They had an
23 ownership group that wanted to continue to operate here in compliance and they would
24 bring back Mr. Holthus for a discussion.
25

26 Council Members Toly, Dickey, and Rubell put forth clarifying questions about guests
27 and special/private events. The applicant reminded them they were not seeking to have
28 private events, but expected to have dinner guests and invitees of the dinner guests,
29 who must be located physically within the building. Paying guests could be outside and
30 visitors could only be inside the building. This was the distinction being made.
31

32 Council Member Gerber inquired about dining in the restaurant. Budge responded that
33 guests who stayed the night and who would like non-resident guests to come and have
34 dinner with them, would make them a reservation. Further clarification took place that
35 there was dinner provided each night for guests by an onsite chef and they often chose
36 to participate in those meals.
37

38 Council Member Dickey proposed to deny the appeal in part because the parking was
39 insufficient, grant the appeal because he believed the Planning Commission erred on
40 the appeal to the parking, and then remand back to Planning Commission to allow
41 accessory uses. Council Member Toly agreed with Council Member Dickey.
42

43 City Attorney Margaret Plane offered that the more specific the language, the better for
44 the Planning Commission to be able to respond to the remand. Council Member Rubell

supported the remand back to Planning Commission and supported Council Member Dickey's proposal. Council Member Dickey clarified that parking was the problem here because there was no variance for eleven parking spots when the code required twelve. The denial was straightforward because the parking was simply insufficient relative to the parking code. Secondly, in the remand back to the Planning Commission, he requested they look at the parking study and determine if there were additional parking impacts based on fact finding and those accessory uses. Council Member Gerber requested some way to verify and check on how the reservation and parking system was being used and not abused.

Mark Harrington, Senior City Attorney, instructed that they make the preliminary motion in terms of denying in part and granting in part and direct staff to prepare findings consistent with the comments this evening and return within 15 days to the Council. He continued that they could proceed in scheduling concurrent with that so there wouldn't be a delay in getting the applicant back on the Planning Commission agenda and so the City could re-notice. If the Council did the preliminary vote tonight, they could initiate that and then the Council would ratify the findings when it came back.

Council Member Rubell clarified that the Planning Commission would evaluate this as an accessory use, and they would still have to find that the accessory use could be mitigated properly. Harrington confirmed that was true, and furthered that this would be a full reevaluation pursuant to the correct standard as outlined in the Ombudsman opinion in addition to the new parking information. He stated the Planning Commission would benefit from the additional clarification and the public would have another opportunity to offer input at the Planning Commission meeting.

Council Member Dickey moved to issue a preliminary denial of the appeal in part based on parking, a grant of the appeal based on the Planning Commission error considering the use as disallowed, and remand to the Planning Commission for further consideration based on conditions outlined by staff consistent with the comments heard tonight. Council Member Toly seconded the motion.

RESULT: PARTIAL DENIAL, PARTIAL APPROVAL, AND PARTIAL REMAND

AYES: Council Members Dickey, Doilney, Toly, Gerber, and Rubell

VI. NEW BUSINESS

1. Consideration to Approve Building Permit and Impact Fee Waivers for the Engine House Affordable Housing Project, Located at 1875 Homestake Road, Not to Exceed \$2,000,000:

Dave Thacker, Chief Building Official, clarified staff continued to work on the fee waiver process, however it was not ready yet. He indicated there was a typo and the actual application was \$35,000,000, and the numbers in the staff report reflected that number.

Mayor Worel opened the public hearing.

Sean Parker, 84060, compared nonprofit and for-profit organizations, which wasn't a fair comparison, and stated the City needed to address that in the exemption request.

John Greenfield, 84060, concurred with the previous comment about the fee waivers and asked what the metrics should be to calculate those in the future. He also added that he loved affordable housing and thought the project was great.

Mayor Worel closed the public hearing.

Council Member Rubell commented that those were valid concerns and stated that perhaps in the future fee waiver modification conversation, there could be a stepped scale when certain thresholds were met that would get the project points to qualify for additional fee waivers. Council Member Dickey concurred with the public comments and explained that it was those fee waiver contributions that made them more affordable.

Council Member Dickey moved to approve building permit and impact fee waivers for the Engine House Affordable Housing Project, located at 1875 Homestake Road, not to exceed \$2,000,000. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Doilney, Gerber, and Rubell

NAY: Council Member Toly

Council Member Doilney was excused from the meeting.

2. Consideration to Adopt Resolution 13-2023, a Resolution Adopting Park City's Community Wildfire Risk Assessment:

Heinrich Deters, Trails and Open Space Manager, introduced David Telian from Alpine Forestry, Brad Washa and Katherine Napier Jans. Ember Alliance, Blue Mountain Environmental, and Sageland Collaborative were others not present, but who were part of this partnership. This was another step in the wildfire mitigation planning and prioritization, and they all built on one another. Telian spoke about the process used to compile this report.

Council Member Gerber requested coordination with the Communication team to get information out about free home risk assessments to residents. Dave Thacker, Chief Building Official, confirmed they would do what they did last year.

Mayor Worel opened the public input.

Sean Parker, 84060, stated that wildlife was important, however there was no consideration given to the bird migratory habitat or nesting season, and therefore Alpine

Forestry was not a great partner to work with if they did not have that kind of environmental awareness. He also noted there was no mention of pre-fire avalanche or sediment delivery. There was a lot of good data, but they didn't address those important things, nor did they bring in United Park City Mines and other private landowners. He demanded a complete job from the consultant.

Andy Van Houten, PCMR, indicated he was honored to be a part of this project. He believed it was very critical and he couldn't be happier with the findings of this project which helped PCMR steer the efforts of the resort. PCMR was ahead of other resorts in other states. He added there was a consideration for wildlife habitat in the project.

Betsy Wallace, 84060, understood the complexities of the issues presented, but indicated it took one house to go up in flames in Old Town for the neighborhood to go up in flames. Great work had occurred, and a lot of work still needed to occur. She didn't want to be one step behind a complete plan and then have all the houses go up in flames.

Mayor Worel closed the public input.

Council Member Rubell replied that this hit the core of what government did: health, safety, and welfare. This report underscored the importance of having workforce housing in our community because they only had three firefighters who lived in town with two in Park City Heights, which might have access challenges in an emergency. He requested the collaboration continue between Park City Fire District (PCFD), Summit County and further jurisdictions for the purpose of this plan specific to Park City. He desired for this to be a draft document and have it brought back for adoption when it was more refined and detailed.

Mike Owens, Park City Fire Marshal, applauded the team and the document. PCFD had responded to 32 wildland fires in their district. Out of those fires, three were in the City limits and about 58 square feet were burned. It was because of efforts like these that they didn't have giant fires, so he commended this work. He agreed that there was fine tuning that could continue to occur.

Council Member Toly observed the importance of having regional partners at the table with them in this discussion. Also, PCMC did a fantastic job preparing for flooding this year and asked that they do the same for fire preparedness. Council Member Gerber verified whether this report had any implications on the current fire mitigation work and Deters responded it did not.

Council Member Rubell moved to continue Resolution 13-2023, a resolution adopting Park City's Community Wildfire Risk Assessment to a date uncertain to give time to refine the recommendations and return for adoption as soon as possible. Council Member Dickey seconded the motion.

RESULT: CONTINUED TO A DATE UNCERTAIN

AYES: Council Members Dickey, Gerber, Rubell and Toly

3. Consideration to Approve Resolution 12-2023, a Declaration of Restriction on Open Sources of Ignition, Open Flames, and/or Fireworks:

Dave Thacker, Chief Building Official, stated they wanted to stay proactive with fire prevention. He offered to work with the Community Engagement team to make public that the exceptions for this would be on a case-by-case basis and this would not affect smokers or barbeques or previously permitted fire pits. Council Member Rubell asked why there was an August 1st start date instead of the date of adoption. Thacker remarked that they were ahead of the weather curve and he hoped to get through July 4th and Pioneer Day, which were days that fireworks were popular, and then implement it from August 1st through October 31st. Further discussion took place as to an adoption date to allow enough time for public outreach and education.

Mayor Worel opened the public input. No comments were given. Mayor Worel closed the public input.

Council Member Rubell moved to approve Resolution 12-2023, a Declaration of Restriction on open sources of ignition, open flames, and/or fireworks, effective July 20th. Council Member Toly seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Gerber, Rubell, and Toly

4. Consideration to Approve Ordinance 2023-35, an Ordinance Approving the Huntsman Estates First Amended Plat, Located at 5000 Royal Street, Park City Utah:

Alex Ananth, Senior Planner, presented this item.

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

Council Member Toly moved to approve Ordinance 2023-35, an ordinance approving the Huntsman Estates First Amended Plat, located at 5000 Royal Street, Park City Utah. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Gerber, Rubell, and Toly

5. Consideration to Approve Ordinance No. 2023-36, an Ordinance Amending Land Management Code Sections 15-1-8 Review Procedure Under the Code and 15-1-18 Appeals:

Charles Pearlman, City Attorney's Office, presented this item with Rebecca Ward, Interim Planning Director. Mayor Worel asked whether the panel would be appointed now or if they would wait for an appeal to do that, to which Pearlman recommended they appoint a permanent panel for three years.

Ward explained that the Planning Commission conducted a work session on the matrix, and they recommended amendments that were currently being processed, but the appeal changes were separated, and the rest of the items were scheduled for this fall. Council Member Rubell asked about the separation of this board from the Board of Adjustment (BOA), to which Ward responded that the BOA heard appeals specific to historic preservation and staff level decisions specific to the Historic District Design Guidelines. The Planning Commission made a unanimous recommendation to establish a separate three-member appeal panel that had the planning and legal expertise on broader land use applications. She noted the last BOA position was filled last year so there was another year or two before a seat would open.

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

Council Member Rubell favored merging the appeals boards in the future so they would only manage one appeal body rather than two different ones. He suggested broadening the qualifications when they needed to fill a seat on the BOA.

Mark Harrington, Senior City Attorney, assured the Council they were welcome to revisit this in the future, but pointed out that there was a deliberate decision made to keep equity because the applications were small, unique, and neighborhood oriented. Park City still wanted the citizens represented in those smaller applications although other communities had consolidated this board. Council Member Dickey agreed to have a conversation in the future, but noted it didn't make sense now.

Council Member Gerber moved to approve Ordinance No. 2023-36, amending Land Management Code Sections 15-1-8 Review Procedure under the Code and 15-1-18 Appeals. Council Member Dickey seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Gerber, Rubell, and Toly

VII. ADJOURNMENT

With no further business, the meeting was adjourned.

Paige Galvin, Deputy City Recorder



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

July 27, 2023

The Council of Park City, Summit County, Utah, met in open meeting on July 27, 2023, at 3:00 p.m. in the City Council Chambers.

Council Member Gerber moved to close the meeting to discuss advice of counsel and litigation at 3:00 p.m. Council Member Toly seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Doilney, Gerber, and Toly

EXCUSED: Council Member Rubell

CLOSED SESSION

Council Member Doilney moved to adjourn from Closed Meeting at 4:05 p.m. Council Member Dickey seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Doilney, Gerber, and Toly

EXCUSED: Council Member Rubell

WORK SESSION

Discuss Options for Centralized Communication and Waste Management for the Main Street Business District:

Jenny Diersen, Sarah Pearce, and Troy Daley, along with Monte Coates and Ginger Wicks, Historic Park City Alliance (HPCA), were present for this item. Diersen indicated there were multiple waste providers on Main Street. The district was no longer called the Business Improvement District (BID), but the Main Street Business District. Because they eliminated BID, HPCA was focused on marketing. There would be centralized communication between the 280 businesses.

Regarding waste management, City staff worked with the business district daily. Diersen reviewed the City negotiated a rate for all trash and cardboard bins in the district. The billing was tracked through Business Licensing, but the payments were verified through HPCA. A business license could be withheld if trash payments had not been made.

1 Additional services included recycling, glass, and food waste pickup. Diersen displayed
2 options for the Council to consider. One was to procure a service provider to negotiate a
3 trash hauler contract and coordinate communications between the City and the
4 businesses in the district in the amount of \$80,000, and the other was to hire a full-time
5 staff for this position at \$105,000. Diersen noted the staff position would be more of a
6 regulatory position.

7
8 Pearce thought there was great benefit to centralizing trash pickup with one hauler. This
9 area had the highest concentration of businesses in the City and the service would help
10 with maintaining the beauty of the City and the sustainability goals. Daley stated Public
11 Works utilized the connectivity with HPCA in their work and with issues that arose in the
12 district. He currently noted they were bidding out a trash compactor on Lower Main
13 Street and extensive outreach with the businesses was necessary. Coates stated it was
14 the desire of HPCA to maintain a good relationship with the City. Pearce indicated they
15 would follow the procurement process in acquiring a service provider. Daley thought a
16 service provider would be best.

17
18 Council Member Gerber asked if a staff position meant the City would run HPCA.
19 Pearce stated she could go through the procurement process so HPCA could operate
20 as they currently did to provide the communication service for the City, or the City could
21 hire someone internally for that. Council Member Dickey asked if HPCA would have a
22 different resource who would do the marketing portion. Wicks stated they were using a
23 Summit County Restaurant Tax grant for marketing. Council Member Dickey asked if
24 Wicks would do the trash and communications as well as the marketing for HPCA if
25 HPCA was awarded the service contract. Wicks indicated that would be a board
26 decision, but currently there were several people managing social media and public
27 relations. Council Member Dickey thought the \$80,000 service provider contract would
28 save the City money.

29
30 Council Member Toly asked if the \$25,000 that the business district hoped to collect in
31 dues plus restaurant tax would all go for marketing. Wicks noted the tax could not go for
32 a salary so they hoped the membership dues collected would help fund the marketing
33 position. Council Member Toly asked if the board would have additional duties for this
34 position beyond what the City identified. Diersen stated the service provider would have
35 a contract with a defined scope of work. Coates hoped the person who handled trash
36 would handle all the other outreach in the district.

37
38 Council Member Gerber asked how HPCA would pay for an executive director. Wicks
39 stated HPCA would be reorganized and that position would be eliminated. Council
40 Member Gerber asked if the primary role of HPCA was managing members, to which
41 Wicks affirmed.

42
43 Council Member Dickey favored Option One. Council Member Gerber agreed and
44 suggested a two-year contract to have consistency. She hoped the board could collect

1 more than \$25,000 in membership dues. Council Member Doilney agreed with Option
2 One for two years after the first year. Council Member Toly favored Option One as well.
3 Pearce stated the contract would automatically renew unless the Council opted not to
4 renew it. The Council agreed to that method. Wicks asked that if the Council decided
5 not to renew, HPCA would receive advanced notice so they would have time to react.
6

7 **Discuss Regulations to Provide Retail Water Service Outside the Municipal**
8 **Boundary:**

9 Jason Christensen, Water Manager, presented this item and stated the City code
10 dictated when the City could offer water to non-residents. The current code no longer
11 met state law. The City could no longer charge different rates to non-residents. There
12 was a recent request to provide water service to properties adjoining the City boundary.
13 In 2018, the properties requested water service and the City determined to provide the
14 water service without requiring annexation. He asked if annexation should be a
15 requirement for water service, and noted annexation would bring in additional revenue,
16 but it would require the City to provide additional services such as police service and
17 snowplowing. Annexation would result in having non-conforming structures. Providing
18 water would help with fire prevention and would eliminate the risk of the City being
19 called upon to provide emergency water service to small systems. He gave options for
20 Council to consider and noted the Council had no obligation to provide water to non-
21 residents.
22

23 Mayor Worel asked if the petitioners were responsible for the infrastructure, to which
24 Christensen affirmed. He indicated they would dedicate the infrastructure to the City and
25 the City would take over the maintenance of that infrastructure.
26

27 Council Member Dickey asked how the cost of services compared to the additional
28 revenue. Christensen thought currently police service was provided but snowplowing
29 was not provided.
30

31 Council Member Gerber asked if these were the only units that requested the water
32 service. Christensen stated there were other units, but they had not requested the
33 service. Council Member Gerber indicated she did not want to see further development
34 in those areas, but she favored annexation of these properties. Margaret Plane, City
35 Attorney, stated they would have to file an annexation petition and it would be a lot of
36 work for the petitioners and staff. Council Member Gerber asked for a recommendation
37 from the Water Department on what worked best. Christensen stated it was his
38 preference to remove the annexation requirement.
39

40 Council Member Doilney agreed he didn't want to see sprawl in the area, but noted
41 there was no way to get to the properties without going through Park City. The roads
42 needed to be to the City standard so emergency vehicles could access those
43 properties. He favored requiring the properties to annex into the City.

Council Member Toly agreed with Council Member Doilney and asked what those people said about annexing into the City. Brent Rose, representing the four families requesting to be served, stated the discussion with the Water Department had leaned towards getting service without the annexation requirement. Council Member Dickey stated he favored having them annex into the City but thought it might be considered on a case-by-case basis. Council Member Doilney thought this was an opportunity to make a policy decision that would benefit the City long-term. Council Member Dickey favored annexation in general, but asked if Council wanted a way to not make it harder for people. Christensen stated there were very few properties in this situation. There were undeveloped lots, but that was a different scenario. Council Member Gerber thought it was wise to ask the properties to bring their roads up to standard. If there were only a few properties, she favored annexation prior to providing water service.

Mayor Worel asked if the property owners be able to access water service if they submitted an annexation petition and the City denied it. Margaret Plane stated annexation was a statutory process. If City code were modified to deal with the rate structure change and required the annexation, and then the petition was denied, the people would have no option for obtaining water.

The Council agreed to require an annexation petition for new water service and remove the existing reference to the water rate difference. Christensen stated he would return with a code amendment. Council Member Gerber asked for language in the ordinance that would give consideration for water to properties that that didn't meet annexation requirements.

REGULAR MEETING

I. ROLL CALL

Attendee Name	Status
Mayor Nann Worel Council Member Ryan Dickey Council Member Max Doilney Council Member Becca Gerber Council Member Tana Toly Matt Dias, City Manager Margaret Plane, City Attorney Michelle Kellogg, City Recorder	Present
Council Member Jeremy Rubell	Excused

II. APPOINTMENTS

1. Appoint Jennifer Lewis as a Member of the Board of Appeals and Rory Murphy as an Alternate Member of the Board of Appeals Effective upon Appointment:

Dave Thacker, Building Official, stated there were two vacancies on the board and the applicants who applied were very capable to carry out the duties.

Council Member Gerber moved to appoint Jennifer Lewis as a member of the Board of Appeals and Rory Murphy as an alternate member of the Board of Appeals effective upon appointment. Council Member Doilney seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Doilney, Gerber, and Toly

EXCUSED: Council Member Rubell

III. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments:

Council Member Toly indicated she would recuse herself from New Business Item Two for ownership interest in the property. Council Member Doilney reviewed the construction plans for the SR248 improvements when school began. He asked people to be safe on the corridor.

Mayor Worel thanked Jen McGrath and Rebecca Ward for the Bonanza Park Small Area community meetings. Over 200 people came and gave comments. She noted there was an online survey for people to voice their input. She indicated the Council would go on break and the next meeting would be on Tuesday, August 22nd.

Staff Communications Reports:

1. McPolin Farm Eco Plan:

2. May 2023 Budget Monitoring and April Sales Tax Report:

3. Park Silly Sunday Market Mid-Season Review:

4. Renaming Round Valley Trailheads:

5. Childcare Update:

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

Mayor Worel opened the meeting for any who wished to speak or submit comments on items not on the agenda.

Dell Fuller 84060, read a prepared statement regarding Lot #2 Willow Ranch subdivision that is attached to these minutes.

1 Mike Watts 84060 submitted maps of the wetlands of Willow Ranch which included the
2 Limits of Disturbance. He thought the disturbance was in violation of the allowance. He
3 listed some violations including drilling a well, moving plants, etc.
4

5 Kate Nelli lived across from Lot 2 Willow Ranch, which was the Hall's home. They
6 planted trees in their backyard which blocked the mountain view of several neighbors.
7 She felt the LMC was violated, but the City did nothing to stop the action. She requested
8 the Hall's remove the perimeter trees, have a Sensitive Land Overlay analysis
9 conducted, and have the City monitor the project to ensure the proper permits were
10 acquired.
11

12 Stacey Sayers, 84060 lived on the adjoining property to Lot 2 Willow Ranch Subdivision
13 and was concerned that the trees blocked her view. The master planned development
14 (MPD) stated the view corridors would be protected and she asked that the City enforce
15 this. She asked for a thorough review of the wetlands through a Sensitive Lands
16 Overlay analysis. She also noted Lot 2 was very important to wildlife and many animals
17 were on that lot. She asked the lot to remain native.
18

19 Christopher Jerry Hall via Zoom stated the dispute was over views. They bought the
20 home three years ago and the home was 20 years old. Landscaping had been going on
21 for three years and City staff had been to the home for inspections. He had been in
22 compliance and City staff had no concerns. They tried negotiating with neighbors and
23 had made some concessions, including changing the types of trees and location of
24 trees planted.
25

26 Lane Fuller, 84060 read a prepared statement from Frode Jensen regarding the Lot 2
27 Willow Ranch Subdivision property. This statement is attached to the minutes.
28

29 Bob Theobald stated none of the trees were permitted on Lot 2. Just because other
30 owners planted trees without permits didn't mean the Hall's could do it too. He thought
31 there was sufficient evidence for an investigation. He distributed a handout and
32 discussed a flexible ratio for square footage. He also indicated the Hall's applied for a
33 building permit that didn't comply with the plat.
34

35 Bob Sertner stated many in the City were concerned about property tax increases and
36 explained how people could file an appeal.
37

38 Kathi Ehlers eComment: "I strongly support the creation of an Arts and Culture District
39 including a home for the Kimball Art Center!"
40

41 Beth Bradford eComment: "I strongly support the creation of an Arts and Culture District
42 including a home for the Kimball Art Center! Let's make this happen for an organization
43 that gives so much back to our community."
44

V. CONSIDERATION OF MINUTES

1. Consideration to Approve the City Council Meeting Minutes from June 22, 2023, and July 6 and 11, 2023:

Council Member Gerber moved to approve the City Council meeting minutes from June 22, 2023, and July 6 and 11, 2023. Council Member Dickey seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Doilney, Gerber, and Toly

EXCUSED: Council Member Rubell

VI. OLD BUSINESS

1. Consideration to Approve the Final Action Letter for the Appeal of the Planning Commission's Denial of the Washington School House Conditional Use Permit (CUP) for a Minor Hotel, Located at 543 Park Avenue:

Lillian Zollinger, Planner, stated Council could amend the Final Action letter or action could be taken on the letter as written.

Council Member Doilney moved to approve the Final Action Letter for the appeal of the Planning Commission's denial of the Washington School House Conditional Use Permit (CUP) for a minor hotel, located at 543 Park Avenue. Council Member Dickey seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Doilney, Gerber, and Toly

EXCUSED: Council Member Rubell

VII. NEW BUSINESS

1. Consideration to Authorize the City Manager to Execute a Design Professional Services Addendum with Horrocks Engineers, Inc., in a Form Approved by the City Attorney, Not to Exceed \$201,000 to Provide Right-of-Way Engineering Services for Homestake Roadway Reconstruction:

Gabe Shields, Transportation Engineer, stated this work was anticipated to be completed in-house, but now a contractor would help complete the project. The street was challenging with parking on one side. They were currently designing the project and there were some properties that the City would need to partially acquire for the right-of-way. This contract would do survey work, meet with some property owners and get appraisals on the properties so work could begin summer of 2024.

Mayor Worel opened the public input. No comments were given. Mayor Worel closed the public input.

Council Member Doilney thought this was a nice first step to creating better walkability in the heart of the community.

Council Member Doilney moved to authorize the City Manager to execute a design professional services addendum with Horrocks Engineers, Inc., in a form approved by the City Attorney, not to exceed \$201,000 to provide right-of-way engineering services for Homestake Roadway reconstruction. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Doilney, Gerber, and Toly

EXCUSED: Council Member Rubell

2. Consideration to Approve Ordinance No. 2023-37, an Ordinance Approving an Extension of City Council's July 21, 2022 Approval of Ordinance No. 2022-26, an Ordinance Approving 949 Empire Avenue Plat Amendment, Located at 949 Empire Avenue, Park City, Utah:

Spencer Cawley, Planner II, presented this item and explained there were four conditions of approval to the plat amendment and the applicant had difficulty completing those four requirements. Therefore, a one-year extension had been requested.

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

Council Member Gerber moved to approve Ordinance No. 2023-37, an ordinance approving an extension of City Council's July 21, 2022 approval of Ordinance No. 2022-26, an ordinance approving 949 Empire Avenue Plat Amendment, located at 949 Empire Avenue, Park City, Utah. Council Member Dickey seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Doilney, Gerber, and Toly

EXCUSED: Council Member Rubell

3. Consideration to Authorize the City Manager to Execute an Agreement with Tyler Technologies, Not to Exceed \$527,200 in a Form Approved by the City Attorney, to Provide Integrated Financial Enterprise Resource Planning Software:

Mindy Finlinson, Finance Director, indicated the current financial software was sunset in 2027. They issued an RFP for new software and awarded a contract to Tyler Technologies. She reviewed some of the features the product offered. She indicated the startup fee was \$392,853 with an annual fee of \$134,347.

Mayor Worel asked if the Finance Department needed four years to get everything transferred. Finlinson stated the transfer would take up to two years, but they wanted to get started as soon as possible. Mayor Worel asked if updates would be included in the annual fee, to which Finlinson affirmed.

Council Member Dickey asked if this would be a tool to communicate with the public. Linda Jager, Communications Manager, stated she had different communication software, but it could integrate with Tyler Technologies. Council Member Dickey asked if the software was the analytics tool the City was anticipating. Matt Dias, City Manager, stated this system would function at a higher level, was much more sophisticated and did have some customer platforms, but the City would also integrate additional analytical systems to have another level of transparency regarding power bills and how the City spent its money.

Mayor Worel opened the public input. No comments were given. Mayor Worel closed the public input.

Council Member Dickey moved to authorize the City Manager to execute an agreement with Tyler Technologies, not to exceed \$527,200 in a Form Approved by the City Attorney, to provide integrated financial enterprise resource planning software. Council Member Toly seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Doilney, Gerber, and Toly

EXCUSED: Council Member Rubell

4. Consideration to Authorize the City Manager to Execute an Agreement with HBME, LLC, Not to Exceed \$220,000 for a Five-Year Term, in a Form Approved by the City Attorney, to Provide Financial Audit and Single Audit Services:

Mindy Finlinson, Finance Director, presented this item and indicated the current contract with the City's outside auditors had expired. An RFP was issued and a new service provider was selected. This contract would be for a five-year term.

Mayor Worel opened the public input. No comments were given. Mayor Worel closed the public input.

Council Member Gerber moved to authorize the City Manager to execute an agreement with HBME, LLC, not to exceed \$220,000 for a five-year term, in a form approved by the City Attorney, to provide financial audit and single audit services. Council Member Dickey seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Doilney, Gerber, and Toly

EXCUSED: Council Member Rubell

5. Consideration to Authorize the City Manager to Acquire the Tiny Homes Located at 7700 Marsac Avenue, in the Amount of \$180,000, in a Form Approved by the City Attorney:

Browne Sebright, Affordable Housing Program Manager, presented this item and stated the Fire District had two tiny homes on the Mine Bench property while they constructed the Silver Lake Fire Station. The station would be completed by the end of the year and they offered the homes to the City at a significant discount. Sebright indicated the homes could be used by some Public Works employees and would be allotted through a lottery process. A different long-term location would be considered.

Council Member Gerber asked if four employees would be in each unit. Sebright indicated it would be one household per unit. Council Member Dickey asked who the CUP applicant would be, to which Sebright stated it would be the City. Council Member Gerber thought this was a good opportunity to get affordable units but noted this was not a great location. She asked what would happen if a better location was not found, to which Sebright stated they had a couple locations in mind, but they could sell the homes if there were no other appropriate locations. Mayor Worel asked if Sebright had feedback from the firefighters on how it was to live there. Sebright had not heard any feedback. Council Member Dickey agreed another location should be found.

Mayor Worel opened the public input.

Clive Bush eComment: "I stumbled on this agenda item for the "Purchase of Tiny Homes", then after clicking on and reading the staff report understood the real topic to be whether dwelling units (temporary or otherwise) are allowed in the Recreational Open Space District. The staff report in its analysis correctly says that the ROS District prohibits dwelling units- then submits that the Conditional Use for Essential Municipal Public Utilities, Service, or Structures would overrule that prohibition? You can't make that leap of faith without considering what the Land Management Code says the uses and purpose of the Recreation Open Space District is: 15-2.7-1 Purpose: The purpose of the Recreation and Open Space (ROS) District is to: 1. establish and preserve districts for land uses requiring substantial Areas of open land covered with vegetation and substantially free from Structures, Streets and Parking Lots, 2. permit recreational Uses and preserve recreational Open Space land, 3. encourage parks, golf courses, trails and other Compatible public or private recreational Uses, and 4. preserve and enhance environmentally sensitive lands, such as wetlands, Steep Slopes, ridge lines, meadows, stream corridors, and forests. 5. encourage sustainability, conservation, and renewable energy. 15-2.7-2 Uses: Uses in the ROS District are limited to the following: ALLOWED USES. 1. Conservation Activity 2. Food Truck Locations. Adding dwellings to

1 ROS is a rule defying precedent not worthy of a government agency which opens the
2 door for more misuse in the future. The third option of a rezone, one assumes, is a pre-
3 text to the much larger development proposal coming down the pipeline soon hereafter
4 – this requires, among many other considerations - an appreciation of why development
5 was clustered, wide open space cherished and hard fought limits on development below
6 POD A won over by the community after 5 years and 34 public meetings against
7 significant pressures to do otherwise.”
8

9 Mayor Worel closed the public input.

10
11 Council Member Gerber moved to authorize the City Manager to acquire the tiny homes
12 located at 7700 Marsac Avenue, in the amount of \$180,000, in a form approved by the
13 City Attorney. Council Member Doilney seconded the motion.

14 **RESULT: APPROVED**

15 **AYES:** Council Members Dickey, Doilney, Gerber, and Toly

16 **EXCUSED:** Council Member Rubell

17
18 **VIII. ADJOURNMENT**
19

20 With no further business, the meeting was adjourned.
21
22
23

Michelle Kellogg, City Recorder

Council Agenda Item Report

Meeting Date: August 22, 2023

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Resolution

Agenda Section: CONSENT AGENDA

Subject:

Request to Adopt Resolution 14-2023, a Resolution Proclaiming August 23, 2023, as Arbor Day and Celebrating Park City's 30th Anniversary as a Tree City USA Community

Suggested Action:

Attachments:

[Arbor Day Staff Report](#)

[Exhibit A: Arbor Day 2023 Resolution](#)



City Council Staff Report

Subject: Arbor Day Resolution
Author: Michelle Kellogg
Department: Executive
Date: August 22, 2023
Type of Item: Administrative

Recommendation

Pursuant to a staff request and the consent from three or more City Councilors, consider approving a resolution proclaiming August 23, 2023, Arbor Day in Park City, and celebrating Park City's 30th anniversary as a recognized "Tree City USA Community."

Background

In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees. This holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska. Arbor Day is now observed throughout the nation and the world.

Park City's Sustainability Team launched Planting Park City ([LINK](#)), an initiative to facilitate planting one tree per resident, as part of its pathway to net-zero carbon by 2030. Trees help capture carbon in vegetation and soils and remove them from the atmosphere. Strategically planted trees also protect the community against increasingly hot summers. In the past two years, 200 trees were distributed to Park City residents in partnership with TreeUtah. Park City has also partnered with the Arbor Day Foundation to provide 200 additional trees for residents to plant and care for in their own yards.

The Opportunity

In consideration of requests received from the community to celebrate Arbor Day and in the spirit of our 30th anniversary as a Tree City USA, on August 23rd, five Chokecherry trees will be planted at the Park City Cemetery. Residents are also encouraged to plant trees at home.

Attachments

Exhibit A: Arbor Day Resolution



Resolution No. 14-2023

**RESOLUTION PROCLAIMING AUGUST 23, 2023, AS ARBOR DAY AND
CELEBRATING PARK CITY'S 30th ANNIVERSARY AS A TREE CITY USA
COMMUNITY**

WHEREAS, Park City is committed to maintaining its natural trees and resources, demonstrated by the City Council's constant support of beautification projects and the enactment of codes specifically created to protect vegetation; and

WHEREAS, participation in the Tree City USA Program fosters community pride and creates a great environment to live and work and annual recognition demonstrates to residents and visitors that trees, conversation and the environment are an important part of life in our town; and

WHEREAS, the City Council, acting in the best interests of its citizenry, regards these enhancements as high priorities to enjoy and to ensure for future generations, and

WHEREAS, the National Arbor Day Foundation, in cooperation with the National Association of State Foresters and the USDA Forest Service, has named Park City as a Tree City USA for the 30th year; and

WHEREAS, in consideration of requests received from the community to celebrate Arbor Day and in the spirit of our 30th anniversary as a Tree City USA, Park City Municipal staff will plant five Chokecherry trees at the Cemetery; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council hereby proclaim August 23, 2023 as: ARBOR DAY IN PARK CITY, UTAH

The Mayor and City Council extend their appreciation of the exceptional service provided by Parks Department employees, who do an outstanding job every day of the year to ensure that Park City is a beautiful place to live, play and visit.

PASSED AND ADOPTED this 22nd day of August, 2023.

PARK CITY MUNICIPAL CORPORATION

Mayor Nann Worel

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

City Attorney's Office

Council Agenda Item Report

Meeting Date: August 22, 2023

Submitted by: Michelle Kellogg

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section: CONSENT AGENDA

Subject:

Request to Approve Resolution 16-2023, a Resolution Approving an Interlocal Cooperative Agreement between Park City Municipal Corporation and the Utah Division of State Parks for Rail Trail Management

Suggested Action:

Attachments:

[Rail Trail Cooperative Interlocal Agreement Staff Report](#)

[Exhibit A: Rail Trail Cooperative Interlocal Agreement Resolution](#)

[Exhibit B: DRAFT Rail Trail Cooperative Interlocal Agreement](#)

City Council Staff Report

Subject: Rail Trail Interlocal Cooperative Agreement
Author: Heinrich Deters- Trails & Open Space Manager
Department: Sustainability
Date: August 22, 2023
Type of Item: Consent Agenda

Recommendation

Consider adopting a resolution (Exhibit A) approving an Interlocal Cooperative Agreement (ILA) between Park City Municipal Corporation and the Department of Natural Resources, Division of State Parks (DSP), an agency of the State of Utah. (Exhibit B)

After several years of strategic planning and collaboration by the City Council, residents, and the Trails and Open Space Department, the agreement will more effectively delegate authority and day-to-day management of a 2.75-mile section of the Historic Union Pacific Rail Trail (Rail Trail) between Bonanza Drive and SR-248 to Park City Municipal.

Background

The Rail Trail spans 27 miles, offering a linear park and corridor for non-motorized public recreational activities, stretching from the Prospector neighborhood in Park City all the way to Echo, Utah.

In 1989, the Union Pacific Railroad conveyed most of the rail corridor or 'Rail Banked' to Utah State Parks under the 1983 National Trails System Act. Rail banking allows for the preservation of rail corridors, enabling trail agencies to utilize out-of-service rail corridors for recreational purposes until which time rail service is restored.

In 1999, Park City purchased approximately 1,000 feet of the corridor for \$220,000 to connect the Rail Trail to Bonanza Drive. This section was not part of the 1989 donation to Utah State Parks. Subsequently, in 2005, PCMC granted a conservation easement to



Summit Land Conservancy for approximately 2 acres of land that includes the acquired Rail Trail segment.

In response to multiple requests from residents for improved safety and higher maintenance standards, the City Council directed Trails and Open Space [\(April 15, 2021\)](#) to explore an agreement with DSP to address community concerns. In the fall of 2021, the Rail Trail Master Planning effort commenced, aiming to identify potential improvements or programming to enhance safety, connectivity and preserve the natural environment. In December 2021, Park City was granted \$500,000 by the Summit County Recreation, Arts, and Parks (RAP) Committee to support a variety of Rail Trail improvements.

[On June 22, 2022](#), the Master Plan was presented to the Planning Commission, which unanimously supported the project goals. [On September 1, 2022](#), the City Council adopted the Rail Trail Master Plan, with the condition that the trail would not be widened as recommended in the plan. [On April 27, 2023](#), the City Council approved a contract with Kimley-Horn for the design and permitting of the first phase of improvements based on the adopted Rail Trail Master Plan.

Analysis

The purpose of this Agreement is to establish a cooperative partnership between Park City and DSP for the management and maintenance of the section of the Historic Union Pacific Rail Trail within Park City's boundaries. The Parties acknowledge that this collaboration will enhance public use of the trail and enable both Parties to fulfill their respective responsibilities in providing outdoor recreational opportunities and historical education to the citizens of Utah and Park City's visitors.

The Agreement spans 20 years and entails the following:

- A. PCMC assumes specific maintenance and operational responsibilities, including all associated costs, for:
 - 1. Vegetation control, trail signage, trail landscaping, trash removal, and sweeping.
 - 2. Pavement maintenance and replacement.
 - 3. Bridge maintenance and replacement.
 - 4. Processing special events or use applications and permitting.
 - 5. Notifying and coordinating with the Utah Division of Wildlife Resources for wildlife-related activities, including prevention of trail damage from beaver dams.
 - 6. Winter cross-country ski trail grooming.
 - 7. Providing pet waste bags at waste stations.
 - 8. Other activities essential to day-to-day trail operations.
- B. PCMC handles initial contact and review of land use requests, such as easements and encroachments, and forwards requests recommended by Park

City based on planning review to DSP.

- C. PCMC assumes responsibility for capital improvements, including:
1. Special use permitting and compliance with related requirements.
 2. Pursuing grants, funding, and reporting.
 3. Ensuring construction warranties.

Funding

Implementing some of the changes in service and management levels necessitated operational budget adjustments during PCMC's FY23 and FY24 budget cycles.

- Operations and Management, including trash removal, mutt mitt replacement, and vegetation clearing, are provided by the Trails Team.
- Pavement management is provided by the Streets Department.
- Recent resurfacing projects included:
 - Richardson Flat to SR-248 was completed as part of a Snyderville Basin Water Reclamation District project at no cost to the City.
 - In 2022, the Streets Department provided an overlay of the trail between Bonanza Drive and Wyatt Earp Way to improve the surface and respond to community requests.

As a part of the Agreement, DSP has agreed to postpone an annual rent payment of \$17,000 owed by the Public Utilities Department for an easement within the Rail Trail. This deferral is contingent on the condition that the funds will be used for the maintenance of the Rail Trail.

Department Review

This report has been reviewed by the City Manager, Sustainability, Legal and Executive Departments.

Exhibits

Exhibit A: - Rail Trail Interlocal Cooperative Agreement Resolution
Exhibit B: - DRAFT Interlocal Cooperative Agreement

Resolution 16-2023

A Resolution Approving an Interlocal Cooperative Agreement between Park City Municipal Corporation and the Utah Division of State Parks for Rail Trail Management

WHEREAS, the City Council of Park City acknowledges the significance of the Rail Trail corridor as a valuable recreational, historical, and environmental asset within our community; and

WHEREAS, the Division of State Parks (DSP), an agency of the State of Utah, has been the responsible entity managing the Rail Trail since 1992 as part of the nationwide Rail to Trails program; and

WHEREAS, Park City is committed to enhancing the corridor in accordance with the 2022 Rail Trail Master Plan; and

WHEREAS, DSP has expressed its willingness to facilitate the transfer of Rail Trail management through a cooperative interlocal agreement; and

WHEREAS, the Historic Rail Trail plays a crucial role in the City's trail network, providing essential recreational and alternative transportation options for our residents and visitors;

NOW, THEREFORE, BE IT RESOLVED by the Park City Council that the Interlocal Cooperative Agreement for the management of the 2.75-mile section of the Historic Union Pacific Rail Trail, extending from Bonanza Drive to SR-248, is hereby approved. The City Council authorizes the Mayor to execute the agreement, in a form approved by the City Attorney's Office.

PASSED AND ADOPTED this 22nd day of August 2023.

PARK CITY MUNICIPAL CORPORATION

Nann Worel, Mayor

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

City Attorney's Office

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INTERLOCAL COOPERATION AGREEMENT FOR MANAGEMENT AND OPERATION OF A PORTION OF THE HISTORIC UNION PACIFIC RAIL TRAIL LOCATED WITHIN THE BOUNDARIES OF PARK CITY MUNICIPAL CORPORATION

This Interlocal Cooperation Agreement (“Agreement”) is made and entered into this ____ day of August, 2023, by and between the **STATE OF UTAH, DEPARTMENT OF NATURAL RESOURCES, DIVISION OF STATE PARKS, AN AGENCY OF THE STATE OF UTAH (“DSP”)**, and **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, by and through its city council (“Park City”). The signatories of the Agreement shall hereafter be individually referred to as a “Party” and collectively referred to as “the Parties.”

RECITALS

WHEREAS the Utah Interlocal Cooperation Act, Utah Code Ann. § 11-13-101, *et seq.* permits public units, including divisions and political subdivisions of the State of Utah to make the most efficient use of their authorities and resources through cooperating with each other in providing, maintaining, and operating public facilities;

WHEREAS this Agreement has been reviewed by the director of Utah State Parks and Park City’s City Council;

WHEREAS Utah Code §§ 79-4-201 and -301 provide that DSP is “the State Parks authority for the state” under “(a) the administration and general supervision of the executive director; and (b) the policy direction of the [Parks] board;”

WHEREAS, pursuant to this statutory authority, DSP operates the Historic Union Pacific Rail Trail in Summit County, Utah, a portion of which is within the city limits of Park City;

WHEREAS Park City’s residents and visitors benefit from the use of, and desire to support DSP in its maintenance and operation of, the Historic Union Pacific Rail Trail;

WHEREAS the Parties desire to allow Park City to assume certain management responsibilities for the portion of the Historic Union Pacific Rail trail within the city limits of Park City (“the Property”) by undertaking capital, operational, land use and programming responsibilities, recognizing it will benefit citizens of and visitors to the State of Utah for outdoor public recreation purposes; and

WHEREAS, nothing herein is intended to be construed as making Park City and “operator” with respect to the Rail Trail as that term is used pursuant to the Comprehensive Environmental

DRAFT

Response Compensation and Liability Act, as amended, nor to limit any legal defenses or protections DSP may have to liability thereunder; and

WHEREAS, the Parties previously entered into an agreement under which DSP granted Park City an easement for construction and operation of fiber optic and water lines along a portion of the Rail Trail. A copy of this agreement, numbered by DSP as RTSP-E100, is attached to this Agreement as **Exhibit C**. In consideration for this easement, Park City agreed to pay DSP an annual rent of \$17,000, which rent DSP wishes to make available to Park City to perform its responsibilities under the Agreement.

WHEREAS, this Agreement shall not become effective until it is first approved by the Director of DSP or his designated representative, as required by Utah Code Ann. § 11-13-202.5(1)(c), and by Park City's City Council pursuant to Utah Code Ann. § 11-13-202.5(1)(a).

NOW THEREFORE, the Parties agree as follows:

I. RECITALS.

A. The above recitals are incorporated herein as essential terms of the Agreement.

II. AUTHORITY.

- A. DSP. Utah Code Ann. § 79-4-204 provides that DSP “may enter into contracts and agreements with [...] any other department or agency of the state [...] to [...] improve and maintain state parks and the areas administered by the division.”
- B. Park City. Park City City Council has authorized the allocation of Park City resources for capital improvements and operational maintenance of the Property and intends to provide services attached to this Agreement as **Exhibit A** and incorporated herein.

III. RESPONSIBILITIES.

- A. Purpose. The purpose of this Agreement is to create a cooperative undertaking between the DSP and Park City for the operation and maintenance of the section of the Historic Union Pacific Rail Trail that runs through Park City's municipal boundaries (“the Property”), as more particularly shown in the map attached as **Exhibit B**. and incorporated herein. The Parties recognize this cooperative undertaking will enhance and facilitate public use of the Property and will help both Parties fulfill their respective responsibilities in providing public outdoor recreation and historical education opportunities that benefit the citizens of and visitors to the State of Utah and Park City.

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B. Responsibilities of the Parties.

i. DSP shall:

Upon execution of this Agreement, and so long as this Agreement is in effect, remit any future rent monies Park City pays to DSP in consideration for the easement agreement attached as **Exhibit C** back to Park City so long as Park City uses those monies solely for purposes of accomplishing those responsibilities under Section III.b.ii of this Agreement. In addition to agreeing that it will only use said monies for these purposes, Park City also agrees to, upon request by DSP, provide DSP with an accounting of the expenditure of such monies.

- a. Support Park City in applying for grants and submitting permit requirements associated with capital improvements or enhancements of the Property.
- b. Consent to Park City entering into an administrative order on consent, voluntary cleanup agreement, settlement agreement or other agreement with EPA or the State of Utah (“Agency Agreement”), if requested, to remediate mine waste and thereby limit environmental liability as part of or related to improvements proposed to the Rail Trail.
- c. Continue to assume jurisdiction over granting of land use agreements such as easements, special use leases, encroachments, or similar uses.

ii. Park City shall:

- a. Assume certain maintenance and operational responsibilities, including all costs, associated with:
 - 1. Vegetation control, trail signage, trail landscaping, trash removal, and sweeping;
 - 2. Pavement maintenance and replacement;
 - 3. Bridge maintenance and replacement;
 - 4. Special events or use applications and permitting;
 - 5. Notification to and coordination with the Utah Division of Wildlife Resources for wildlife related activities, including prevention of trail damage from beaver dams;
 - 6. Winter cross-country ski trail grooming;

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7. Providing pet waste bags at waste stations; and Other activities necessary to day-to-day trail operations.
 - b. Provide initial contact and review of land use requests, such as easements and encroachments, and will forward requests recommended by Park City based on planning review to DSP;
 - c. Assume responsibility for capital improvements, including:
 1. Special use permitting and other requirements;
 2. Grants, funding, reporting; and
 3. Construction warranties.
 - d. For purposes of mitigating any environmental liabilities of both Parties, conduct all work associated with improvements to the Property in accordance with the “reasonable steps” identified in the letter from EPA to DSP attached as **Exhibit D** and incorporated herein.
 - e. Provide notice of terms of, and any request for consent to any future Agency Agreement limiting environmental liability related to improvements to the Property.
 - f. Attach and incorporate by reference the additional terms attached as **Exhibit E** into all special use or event permits Park City issues for events taking place on the Property.
 - g. Comply with the requirements of Rules R651-635 and R651-700 when issuing special event or use permits, or permits for construction activities, taking place on the Property.
 - h. Require all special event or use permit holders, or construction permit holders, to obtain insurance policies for the use, event, or construction activity in types and amounts acceptable to the Utah Division of Risk Management, and require these same permit holders to comply with the requirements of the Rail Trail Special Event - State Parks Insurance Requirement, attached as **Exhibit F**.
- C. Term. This Agreement shall be in full force and effect for an initial term of twenty (20) years from execution of this Agreement by the Parties. After the initial term has

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expired, this Agreement shall continue thereafter from year to year until terminated as provided herein.

- D. Easements, Surveys, & Operational Costs. The Parties agree that there are existing uses, agreements, utility easements, and encroachments associated with the Property. DSP will provide Park City with any existing surveys, agreements, utility easements or encroachments located within the Property. Park City acknowledges that these agreements, utility easements, and encroachments are subject to terms and conditions and preexisting property rights.

IV. INTERLOCAL COOPERATION ACT REQUIREMENTS.

- A. In satisfaction of the requirements of the Interlocal Act regarding this Agreement, the Parties agree as follows:
- i. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party, pursuant to Utah Code Ann. § 11-13-209;
 - ii. Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action arising pursuant to this Agreement, and for any financing of such costs, and no joint or cooperative financing or budget will be created or maintained pursuant to this Agreement;
 - iii. No separate Utah interlocal entity, or any other legal entity, is created by the terms of this Agreement; and
 - iv. No real or personal property shall be acquired jointly by the Parties because of this Agreement, nor shall the administrator have the right to dispose of any real or personal property independently owned by either of the Parties.

V. TERMS AND CONDITIONS.

- A. Either DSP or Park City may unilaterally terminate this Agreement, with or without cause, by providing the other Party with one (1) year (365 days) written notice.
- B. The Parties to this Agreement are governmental entities working together for mutual advantage. Good faith efforts should be made to resolve any differences before making any allegations that either of the Parties are in breach or have failed to comply with the terms of this Agreement.

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- C. This Agreement is intended solely for the mutual benefit of the Parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party other than DSP and Park City. Without limiting the generality of the foregoing, no rights are intended to be created for the public, any client, any employer, or any future or prospective employer.
- D. Neither Party may assign its rights or duties under this Agreement, directly or indirectly, in whole or in part, without the prior written consent of an authorized representative of the other Party.
- E. Both Parties are subject to the provisions of the Utah Governmental Immunity Act (Utah Code Ann. § 63G-7-101, *et. seq.*, as amended). Consistent with and subject to the terms of this Act, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts and omissions, or which are committed by its agents, officials, or employees; provided that any amount of damages awarded and payable under this provision are limited to the amounts set forth in the Utah Governmental Immunity Act in effect at the time judgment is entered. It is also agreed that under this paragraph neither Party waives any procedural or substantive defense or benefit provided or to be provided by the Governmental Immunity Act or comparable legislative enactment.
- F. The Parties understand the purpose of the Property is that of public enjoyment, use, education, and recreation, and agree neither of the Parties shall charge the public any fee to access the Property during the pendency of this Agreement.
- G. It is the intent and understanding of the Parties that the liability protections in the Utah Limitations on Landowner Liability Act (Utah Code §§ 57-14-101, *et seq.*) shall apply to the public's use of the Property and the Parties' actions in managing and maintaining the Property, it being the intent of the Parties that nothing in this Agreement shall be construed as waiving or diminishing the protections afforded by the Act.
- H. This Agreement may only be amended or modified in writing and signed by both Parties.
- I. Each Party will use its best and reasonable efforts to successfully carry out and complete each task, covenant, and obligation as stated herein. Each of the Parties shall cooperate in good faith with the other and shall do any and all acts and execute, acknowledge, and deliver any and all documents so requested in order to satisfy the conditions set forth herein and carry out the intent and purposes of the Agreement.

DRAFT

- J. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. Each party agrees that the signatures of the parties included in this Agreement, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic signature through an electronic signature system such as DocuSign, are intended to authenticate this writing and to create a legal and enforceable agreement between the parties hereto.
- K. Any uncertainty or ambiguity existing herein shall not be interpreted against any Party because such Party prepared any portion of this Agreement but shall be interpreted according to the application of rules and interpretation of contracts generally.
- L. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
- M. Neither any other provisions contained in this Agreement, nor any acts of any Party shall be deemed or construed by another Party or by any third person to create the relationship of partnership or of shared venture of any association between the Parties, other than contractual relationships stated in this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date set forth above by their duly authorized representatives.

PARK CITY MUNICIPAL CORPORATION,
a Utah municipal corporation

By: _____

[Name]

[Title]

Date: _____

Approved as to Form

By: _____

City Attorney's Office

Date: _____

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**UTAH DEPARTMENT OF NATURAL RESOURCES,
Division of State Parks**

By: _____
Jeff Rasmussen, Director

Date: _____

Approved as to Form:

By: _____
[Name]
[Title]

Date: _____

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EXHIBIT A

Rail Trail Inter-Local Conceptual Improvement Plans

Park City Municipal Corporation (PCMC) intends to provide an increased level of maintenance and operational services to the Rail Trail corridor, which includes:

- Noxious Weed Abatement
- Pavement Management
- Vegetation Clearing
- Trash Removal
- Soft-Surface Trail Maintenance and Clearing
- Bridge Maintenance
- Kiosk and Signage Maintenance
- Events and Special Use Permits
- Coordination with DNR per Wildlife Management
- Gate Management and Maintenance

PCMC, in coordination with Community Master Planning efforts, intend to seek grant opportunities, permit, design and construct improvements to the Rail Trail corridor, which include:

- Widening of the Rail Trail Pavement
- Striping, Signage, Lighting and Wayfinding
- Construction of Soft-Surface Trails
- Creation of Public Parks and Green Spaces
- Wetland and Stream Corridor Enhancements
- Bridge Replacement
- Additional Trail Connections
- Educational and Cultural Enhancements

Council Agenda Item Report

Meeting Date: August 22, 2023

Submitted by: Michelle Kellogg

Submitting Department: Community Development

Item Type: Staff Report

Agenda Section: CONSENT AGENDA

Subject:

Request to Approve a Temporary Real Property Easement Varying in Width from Approximately One to Four Feet along the Southern Border of the City-Owned Homestake Property at 1875 Homestake Drive, in a Form Approved by the City Attorney's Office, in favor of Wintzer-Wolfe Properties, Ltd.

Suggested Action:

Attachments:

[Temporary Homestake Easement Staff Report](#)

[Exhibit A: Draft Easement Agreement](#)



City Council Staff Report

Subject: Property Easement at 1875 Homestake Road
Author: Jason Glidden, Affordable Housing Manager
Department: Housing
Date: August 22, 2023
Type of Item: Administrative

Purpose

Review, and consider approving a temporary real property easement varying in width from approximately 1-4 feet along the southern border of the Homestake Property at 1875 Homestake Drive, in a form approved by the City Attorney's Office, in favor of Wintzer-Wolfe Properties, Ltd. (Charlie and Mary Wintzer).

Executive Summary

The City purchased the property located at 1875 Homestake Road in 2017 to further the housing and transportation goals of the city. On July 13, 2023, the City Council approved a ground lease with JF EngineHouse Partners, LLC (a J. Fisher Co. affiliate) to develop the site for affordable housing. During the title review and due diligence process, it came to light that the property owner (Wintzer-Wolfe Properties, Ltd.) along the southern property boundary was encroaching several feet onto the property by way of a paved asphalt driveway and fence that provided access to their self-storage units. The encroachment has been in existence for 30 years or more. After discussing the matter with the property owners, all parties agreed that a temporary easement varying in width from approximately 1-4 feet could be put in place that would allow for the development to move forward as planned with little to no impact on the operation of the self-storage units. The temporary easement would terminate when the property was no longer used for a self-storage business. We are requesting Council approval of the temporary easement.

Analysis

The proposed temporary easement is a non-exclusive easement for vehicular and pedestrian access and use, including access by snow removal vehicles on, over, across, and through a small portion of the City-owned property at 1875 Homestake Drive by contractors, agents, employees, and invitees for purposes related to the operations of the owners' self-storage facility business. The owners shall be permitted to install asphalt pavement and fences within the temporary easement but cannot construct or install any buildings or structures. The existing fence will be removed and replaced with a wall constructed by JF EngineHouse Partners, LLC the developer of the Engine House affordable housing project. The width of the temporary easement varies but is approximately from 1-4 feet over the property boundary line.

The temporary easement will be recorded and will continue in effect for so long as the impacted buildings are utilized as a self-storage facility business. At such time as the buildings cease to be utilized as a self-storage facility business, then the easement shall terminate automatically. Based on the above analysis, we recommend approval of the temporary easement.

Exhibits

Exhibit A: Draft Property Easement for 1875 Homestake Road

WHEN RECORDED RETURN TO:

Wintzer-Wolfe Properties, Ltd.
1040 Ironhorse Drive – Box 4199
Park City, UT 84060
Attention: Mary C. Wintzer

Space Above for Recorder's Use

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this “**Agreement**”) is entered into to be effective as of the ____ day of August, 2023 (the “**Effective Date**”), by and between PARK CITY MUNICIPAL CORPORATION, its successors and assigns as the owner of the Easement Parcel defined below (“**Grantor**”), and WINTZER-WOLFE PROPERTIES, LTD., a Utah limited partnership (“**Grantee**”). Grantor and Grantee may be referred to herein separately as a “**Party**” and collectively as the “**Parties**.”

RECITALS:

A. Grantor is the owner of that certain parcel of real property located in Park City, Summit County, Utah, which is more particularly described in **EXHIBIT A** attached hereto and incorporated herein by this reference (“**Grantor's Property**”).

B. Grantee is the owner of that certain parcel of real property located in Park City, Summit County, Utah, which is more particularly described in **EXHIBIT B** attached hereto and incorporated herein by this reference (“**Grantee's Property**”).

C. Grantor's Property and Grantee's Property are contiguous, as depicted in the drawing (the “**Drawing**”) attached hereto as **EXHIBIT C** and incorporated herein by this reference.

D. Grantee has requested that Grantor grant to Grantee an easement for vehicular and pedestrian access and use on, over, across, and through that portion of Grantor's Property which is more particularly described on **EXHIBIT D** attached hereto and incorporated herein by this reference (the “**Easement Parcel**”), pursuant to the terms and conditions set forth in this Agreement. The approximate location of the Easement Parcel is depicted on the Drawing.

AGREEMENT

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a non-exclusive easement for vehicular and pedestrian access and use, including access by snow removal vehicles (the “**Easement**”) on, over, across, and through the Easement Parcel by Grantee and by Grantee’s contractors, agents, employees and invitees (“**Grantee’s Invitees**”) for purposes related to the operation by Grantee on Grantee’s Property of a self-storage facility business (the “**Storage Facility Business**”). Grantee shall be permitted to install asphalt pavement and fences within the Easement Parcel, but Grantee shall not construct or install within the Easement Parcel any buildings or structures. Grantor hereby reserves unto Grantor the right to have and enjoy pedestrian and vehicular ingress and egress across, upon, within and through the Easement Parcel and the right to utilize the Easement Parcel for any and all purposes desired by Grantor, provided that Grantor’s use of the Easement Parcel does not materially prevent or impair Grantee’s use of the Easement Parcel for vehicular and pedestrian access and use pertaining to and associated with the Storage Facility Business operated by Grantee on Grantee’s Property.

2. Duration of Easement. The Easement shall commence as of the Effective Date of this Agreement and shall continue in effect for so long as Grantee’s Property is utilized as a Storage Facility Business. However, if the four (4) self-storage buildings located within the northern portion of Grantee’s Property (the “**North Buildings**”), as depicted on the Drawing, cease to be utilized in the operation of the Storage Facility Business on Grantee’s Property, then the Easement shall terminate automatically upon the date that the North Buildings cease to be utilized in the operation of the Storage Facility Business on Grantee’s Property. Upon the reasonable request of any Party following the expiration or earlier termination of the Easement, written evidence of the expiration or earlier termination of the Easement in recordable form reasonably acceptable to the Parties shall be promptly executed, acknowledged, delivered and recorded by the Parties in the Office of the Recorder of Summit County, Utah.

3. Condition of the Easement Parcel. Grantee accepts the Easement Parcel and all aspects thereof in its “AS IS,” “WHERE IS” condition, without warranties, either express or implied, “WITH ALL FAULTS,” including but not limited to both latent and patent defects, and subject to the existence of hazardous materials, if any, and any other licenses, easements, rights, or other encumbrances affecting the Easement Parcel. Grantee hereby waives all warranties, express or implied, regarding the title, condition and use of the Easement Parcel, including, but not limited to any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the Easement interests are granted to Grantee subject to: (a) any state of facts which an accurate ALTA/ASCM survey or physical inspection of the Easement Parcel might show; (b) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (c) reservations, licenses, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity. Grantee must obtain any and all consents, approvals, permissions, and agreements to cross, encumber, or encroach upon any other easements or rights of others related to its use and disturbance of the Easement Parcel.

4. Insurance. Prior to the entry onto the Easement Parcel by Grantee or any of Grantee’s Invitees pursuant to this Agreement, Grantee shall obtain and maintain in full force and effect throughout the duration of this Agreement and the Easement, at Grantee’s own expense, a commercial general liability policy of insurance, on which Grantor and all subsequent owners

and/or lessees of Grantor's Property (the "**Grantor Parties**") shall be named as additional insured parties, insuring against liability for injury to persons and/or property and death of persons occurring in, on or about the Easement Parcel to the extent caused by the use by Grantee and/or Grantee's Invitees of the Easement Parcel, pursuant to this Agreement, with a limit of liability of not less than One Million Dollars (\$1,000,000) combined single limit. Such coverage afforded to Grantor and the Grantor Parties shall be primary and non-contributory. Grantee's commercial general liability insurance under this Section 4 may be part of a blanket or umbrella policy of insurance which Grantee has in force. Grantee shall also obtain and maintain automobile liability insurance with a minimum limit of One Million Dollars (\$1,000,000) combined single limit per accident, with coverage applying to any auto utilized by Grantee and/or Grantee's Invitees upon the Easement Parcel. Grantee shall also obtain and maintain all employee's compensation and employer liability insurance required under applicable workers' compensation laws. Grantee shall furnish Grantor with a certificate of insurance demonstrating compliance with this Section 4 prior to the entry onto the Easement Parcel by Grantee or any of Grantee's Invitees pursuant to this Agreement.

5. Compliance with Laws. Grantee shall, at its own expense, promptly comply with and abide by all laws, ordinances, rules, orders, regulations and requirements of the federal, state, county or municipal governments now in force or hereafter enacted pertaining to the use by Grantee and/or Grantee's Invitees of the Easement Parcel and/or pertaining to the operation of Grantee's Storage Facility Business on any portion of the Easement Parcel.

6. Damage; Repair; Restoration and Indemnification. Grantee, at its sole cost and expense, shall defend, indemnify and hold harmless Grantor, its members, employees, agents, contractors and affiliates and also the Grantor Parties from and against any and all claims, losses, damages, liabilities and expenses, including, but not limited to, attorneys' fees, arising out of injuries or damages to persons or property or to the Easement Parcel, by reason of any cause whatsoever arising from the use or occupancy of the Easement Parcel by Grantee or any of Grantee's Invitees. At the expiration of this Agreement and the termination of the Easement, Grantee shall restore the Easement Parcel to substantially the same condition in which the Easement Parcel exists as of the date hereof.

7. Fences. Grantor and Grantee hereby acknowledge and agree that as of the Effective Date of this Agreement there exists a chain link fence (the "**Existing Fence**") that is located on Grantor's Property near or adjacent to the northern boundary of the Easement Parcel. Grantor has disclosed to Grantee that Grantor intends to lease to a third-party ("**Lessee**") all of Grantor's Property for the construction and development by Lessee on Grantor's Property of a new multi-family affordable housing project (the "**Housing Project**"). The lease agreement (the "**Lease**") between Grantor and Lessee, pursuant to which Grantor leases to Lessee Grantor's Property, shall be subject to all of the terms and conditions of this Agreement. Grantor has disclosed to Grantee that Lessee intends to construct on Grantor's Property a new fence (the "**New Fence**"), which shall be located immediately adjacent to the northern boundary line of the Easement Parcel. Grantor will require Lessee to work in good faith with Grantee to establish a work plan (the "**Work Plan**") that is reasonably acceptable to Grantee and Lessee pertaining to the construction of the New Fence, which Work Plan: (a) will minimize the disruption to the operation of Grantee's Storage Facility Business on Grantee's Property during the construction of the New Fence, and (b) will seek to maintain the security that is currently provided to Grantee's Property by the Existing Fence

during the period of time when the Existing Fence is removed in order to allow the New Fence to be constructed.

8. Waiver and Extinguishment of Rights by Grantee. As a material inducement for Grantor to execute this Agreement and to grant to Grantee the Easement pursuant to this Agreement, Grantee hereby waives, releases, vacates, extinguishes and terminates any and all claims, rights, interests, easements, licenses and any and all other interests of any nature pertaining to the use, occupancy or ownership of all or any portion of Grantor's Property, including without limitation any and all claims that may arise, exist, or that may be based upon or asserted under the doctrines of adverse possession, prescriptive easement, boundary by acquiescence, and any and all other doctrines or theories, whether legal or equitable, pertaining to the ownership, occupancy or use by Grantee of all or any portion of Grantor's Property, other than the Easement granted by Grantor to Grantee pertaining to the Easement Parcel pursuant to this Agreement, which rights of Grantee pertaining to the Easement shall be solely and strictly in accordance with the express terms and conditions of this Agreement. Grantee hereby covenants and agrees that Grantee: (a) shall do and perform, or cause to be done and performed, all further acts as may be requested by Grantor, and (b) shall execute, acknowledge and deliver all such other agreements, certificates, instruments and documents as Grantor may reasonably request, in order to carry out the intent and to accomplish the purposes set forth in this Section 8 as well as all other portions of this Agreement.

9. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or a dedication of any portion of the Easement Parcel to or for the general public or for any public purpose whatsoever.

10. Covenants Run with Land. The obligations of the Parties hereunder shall be covenants running with the land and shall be binding upon the owners of Grantor's Property, Grantee's Property, and the Easement Parcel and their respective successors in title. The terms, conditions and provisions of this Agreement shall extend to and be binding upon the successors and assigns of the Parties.

11. Remedies in the Event of a Breach. In the event of any violation or threatened violation by a Party of any of the terms of this Agreement, the other Party shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction may be sought by the Parties and shall be in addition to all other remedies set forth in this Agreement or provided by law or in equity.

12. Notices. Any notices under this Agreement shall be given in writing by registered or certified mail, postage prepaid, return receipt requested and addressed as follows:

To Grantor:	Park City Municipal Corporation 445 Marsac Ave. P.O. Box 1480 Park City, UT 84060-1480 Attention: City Attorney's Office Email Address: PCMC_Notices@parkcity.org
-------------	--

To Grantee: Wintzer-Wolfe Properties, Ltd.
1040 Ironhorse Drive – Box 4199
Park City, UT 84060
Attention: Mary C. Wintzer

or to such other addresses as may hereafter be designated in writing by the respective Parties hereto. The time of rendering or giving of a notice shall be deemed to be the time when the same is actually received or delivery thereof is attempted by registered or certified mail.

13. General Provisions.

(a) No Waiver. Any Party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions of this Agreement may only be waived by a writing signed by the Party intended to be benefited by the provisions to be waived specifically acknowledging an intent to waive such provisions. A waiver by a Party of any breach hereunder by any other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

(b) Attorneys' Fees. In the event it becomes necessary for any Party hereto to employ an attorney in order for such Party to enforce its rights hereunder, either with or without litigation, the non-prevailing Party of such controversy shall pay to the prevailing Party reasonable attorneys' fees and, in addition, such costs and expenses as are incurred by the prevailing Party in enforcing its rights hereunder.

(c) Entire Agreement. This Agreement, together with all exhibits and attachments, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes any prior understandings, agreements, or representations, verbal or written pertaining to the subject matter hereof. No modification of, or amendment to, this Agreement shall be effective unless in writing signed by all Parties or by their respective successors in interest as the owners of Grantor's Property and Grantee's Property. This Agreement shall not be supplemented or modified by any course of dealing.

(d) Interpretation. Whenever the context requires construing the provisions of this Agreement, the use of a gender shall include both genders, use of the singular shall include the plural, and the use of the plural shall include the singular. The word "including" shall be construed inclusively, and not in limitation, whether or not the words "without limitation" or "but not limited to" (or words of similar import) are used with respect thereto. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party. Unless otherwise provided, references to Sections refer to the Sections of this Agreement.

(e) Further Assurances. All Parties shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents as may be necessary in order to complete and evidence the conveyance, transfer or termination herein provided and to do all things as may be reasonably requested in order to carry out the intent and purpose of this Agreement.

(f) Governing Law. This Agreement shall be governed by and construed in accordance with and interpreted under the laws of the State of Utah.

(g) Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, so long as removing the severed portion does not materially alter the overall intent of this Agreement.

(h) Relationship of Parties. The Parties shall not, by this Agreement nor by any act of any Party, be deemed principal and agent, limited or general partners, joint venturers or to have any other similar relationship to each other in the conduct of their respective businesses, or otherwise.

(i) Authority. Each undersigned represents and warrants that each has been duly authorized by all necessary corporate, company or governmental action, as appropriate, to execute this Agreement for and on behalf of the respective Parties.

(j) Counterparts. This Agreement may be executed in one or more counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall together constitute and be one and the same instrument.

IN WITNESS WHEREOF the Parties have executed this Agreement to be effective as of the Effective Date.

PARK CITY MUNICIPAL CORPORATION

By: _____
Name: _____
Title: _____

WINTZER-WOLFE PROPERTIES, LTD.,
a Utah limited partnership

By: _____
Name: _____
Title: _____

STATE OF UTAH)
)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of August, 2023,
by _____, in such person's capacity as the _____ of
PARK CITY MUNICIPAL CORPORATION.

NOTARY PUBLIC

STATE OF UTAH)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of August, 2023, by _____, in such person's capacity as the _____ of Wintzer-Wolfe Properties, Ltd., a Utah limited partnership.

NOTARY PUBLIC

**EXHIBIT A
TO
EASEMENT AGREEMENT**

Legal Description of Grantor's Property

Legal Description: LOT B THE YARD SUBDIVISION FIRST
AMENDED; ACCORDING TO THE OFFICIAL PLAT ON FILE
IN THE SUMMIT COUNTY RECORDERS OFFICE. CONT 1.86
AC. 2408-4

**EXHIBIT B
TO
EASEMENT AGREEMENT**

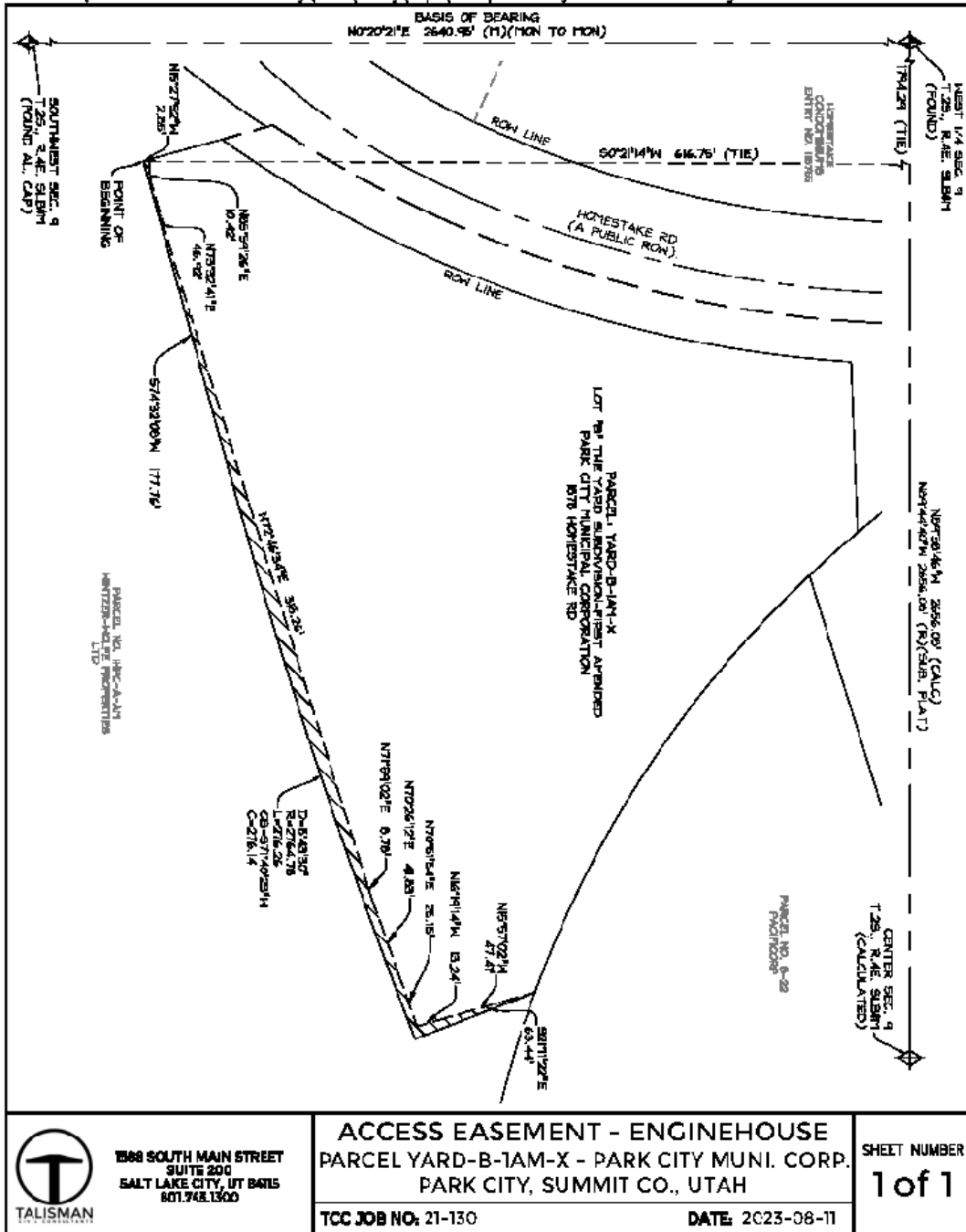
Legal Description of Grantee's Property

Parcel A Ironhorse Park Commercial Subdivision First Amended according to the official plat on file in the Summit County Records office. 2.20 acres.

Parcel No. IHPC-A-AM, Wintzer-Wolfe Properties LTD

**Drawing Depicting the Approximate Locations of
Grantor's Property, Grantee's Property and the Easement Parcel**





**EXHIBIT D
TO
EASEMENT AGREEMENT**

Legal Description of the Easement Parcel

ENGINEHOUSE
ACCESS EASEMENT
PARCEL: YARD-B-1AM-X
PARK CITY MUNICIPAL CORPORATION
1875 WOODBINE WAY
2023-08-11

THE BASIS OF BEARING FOR THIS EASEMENT IS NORTH
0°20'21" EAST 2640.95 FEET

MEASURED BETWEEN THE FOUND MONUMENTS AT THE
SOUTHWEST CORNER AND WEST QUARTER CORNER OF
SECTION 9, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SALT
LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT WHICH IS ON THE
SOUTHWESTERLY PROPERTY CORNER OF THE PARK
CITY MUNICIPAL CORP PROPERTY, PARCEL YARD-B-
1AM-X, SAID POINT BEING SOUTH 89°38'46" EAST 1794.29
FEET, AND SOUTH 0°21'14" WEST 616.75 FEET, FROM THE
FOUND MONUMENT AT THE WEST QUARTER CORNER OF
SECTION 9, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT
LAKE BASE AND MERIDIAN, AND RUNNING, THENCE
ALONG SAID WESTERLY PROPERTY NORTH 15°27'52"
WEST 2.85 FEET; THENCE NORTH 85°59'26" EAST 10.42
FEET; THENCE NORTH 73°32'41" EAST 46.92 FEET; THENCE
NORTH 72°46'34" EAST 315.26 FEET; THENCE NORTH
71°59'02" EAST 8.78 FEET; THENCE NORTH 70°26'12" EAST
41.83 FEET; THENCE NORTH 70°51'54" EAST 25.15 FEET;
THENCE NORTH 16°19'14" WEST 13.24 FEET; THENCE
NORTH 15°57'02" WEST 47.41 FEET TO THE EASTERLY LINE
OF SAID PROPERTY; THENCE ALONG SAID EASTERLY
LINE SOUTH 21°11'22" EAST 63.44 FEET TO THE
SOUTHEASTERLY CORNER OF SAID PROPERTY; THENCE
ALONG SAID SOUTHERLY PROPERTY LINE FOLLOWING 2
(TWO) COURSES: 1) WESTERLY ALONG A NON-TANGENT
CURVE TO RIGHT, HAVING A RADIUS 2764.78 FEET,
(CHORD BEARS: SOUTH 71°40'23" WEST 276.14 FEET),
THROUGH A CENTRAL ANGLE 5°43'30", FOR AN ARC

LENGTH 276.26' FEET, 2) THENCE SOUTH 74°32'08" WEST
177.76 FEET, TO THE POINT OF BEGINNING.

LOCATED IN THE SOUTHWEST QUARTER OF SAID
SECTION 9

CONTAINING 2133.24 SQ. FT. OR 0.0490 ACRES

Council Agenda Item Report

Meeting Date: August 22, 2023

Submitted by: Michelle Kellogg

Submitting Department: Community Development

Item Type: Staff Report

Agenda Section: CONSENT AGENDA

Subject:

Request to Approve the Assignment of the Existing Development Agreement (Executed July 25, 2023, and Recorded July 27, 2023) for the Homestake Affordable Housing Master Planned Development Located at 1875 Homestake Drive to an Affiliated Entity of the Original Developer, in a Form Approved by the City Attorney's Office

Suggested Action:

Attachments:

[Development Agreement Assignment Staff Report](#)

[Exhibit A: First Amendment to Homestake Development Agreement](#)



City Council Staff Report

Subject: Assignment of Development Agreement for Homestake
Author: Jason Glidden, Affordable Housing Manager
Department: Housing
Date: August 22, 2023
Type of Item: Administrative

Purpose

Review, conduct a public hearing, and consider approving the assignment of the existing Development Agreement (executed on July 25, 2023, and recorded on July 27, 2023) for the Homestake Affordable Housing Master Planned Development (AMPD) located at 1875 Homestake Drive to an affiliated entity of the original developer, in a form approved by the City Attorney's Office.

Executive Summary

JF EngineHouse Developer, LLC requests an assignment of the Development Agreement for the Homestake AMPD to JF EngineHouse Partners, LLC, an affiliated entity. Pursuant to Section 5.2 of the Development Agreement, an assignment requires "the prior written consent of the City," which "shall not be unreasonably withheld." On July 13, 2023, the City Council approved the ground lease (which included the affordable housing plan) with JF EngineHouse Partners, LLC. The City is also making a correction to the Development Agreement to replace the requirement of Park City Housing Authority approval of the affordable housing plan with City Council approval.

Analysis

The City purchased the property located at 1875 Homestake Road in 2017 to further the housing and transportation goals of the city. JF EngineHouse Developer, LLC is an affiliate of J.Fisher Companies and was the original Developer entity that obtained AMPD approval and is the signatory to the Development Agreement with the City. As part of the Low Income Housing Tax Credit (LIHTC) financing process, J.Fisher Companies created a new affiliated entity, JF EngineHouse Partners, LLC to hold the tax credits and enter into the ground lease with the City. The Development Agreement requires the Developer to enter into a ground lease and on July 13, 2023, the City Council approved the ground lease with JF EngineHouse Partners, LLC. For this reason, JF EngineHouse Partners, LLC now requests an assignment of the Development Agreement.

Attachments

Exhibit A – Draft First Amendment to Development Agreement

WHEN RECORDED, MAIL TO:
City Recorder
Park City Municipal Corporation
P.O. Box 1480
Park City, Utah 84060

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT FOR THE
HOMESTAKE AFFORDABLE MASTER PLANNED DEVELOPMENT (AMPD),
LOCATED AT 1875 HOMESTAKE ROAD, PARK CITY, SUMMIT COUNTY, UTAH**

This First Amendment to Development Agreement (this “**First Amendment**”) is entered into as of this ____ day of August, 2023 by **JF EngineHouse Developer, LLC**, a Utah limited liability company (“**Assignor**”), **JF EngineHouse Partners, LLC**, a Utah limited liability company (“**Assignee**” or “**Developer**”) as the developer of certain real property located in Park City, Summit County, Utah, on which Developer proposes the development of a project known as the Homestake Affordable Master Planned Development, and by Park City Municipal Corporation, a municipality and political subdivision of the State of Utah (“**Park City**”), by and through its City Council.

R E C I T A L S

A. On July 25, 2023, Assignor and Park City executed that certain Development Agreement for the Homestake Affordable Master Planned Development (AMPD), Located at 1875 Homestake Road, Park City, Summit County, Utah (the “Development Agreement”) which concerns Park City-owned land comprised of a 1.86-acre Lot located at 1875 Homestake Road, the legal description of which is attached hereto as Exhibit A, and incorporated herein by this reference. The Development Agreement was recorded July 27, 2023, as Entry No. 01207340, Book 2788, Page 0340 in the Recorder’s Office for Summit County, Utah

B. Pursuant to Section 5.2 of the Development Agreement, the same may not be assigned without the prior written consent of Park City, and Park City desires to consent to Assignor's assignment of the Development Agreement pursuant to the terms and conditions of this First Amendment.

C. Developer and Park City desire to amend the Development Agreement as provided herein.

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

1. The first sentence of Section 8 of the Development Agreement is hereby deleted and replaced with the following provision:

8. Affordable Housing

As required by the Conditions of Approval numbers 26-27 of the AMPD and CUP Approval Letter, an Affordable Housing Plan for the Project, as set forth in the Ground Lease,

shall be approved by the Park City Council prior to the execution of the Ground Lease and prior to the issuance of any building permits for units within the Project, and deed restrictions pertaining to the Affordable Housing Plan shall be recorded.

2. Assignor hereby transfers, assigns, conveys, and delivers to Assignee all right, title, and interest in and to the Development Agreement, as amended herein (“**Assignment**”). Assignee accepts such Assignment of the Development Agreement and assumes and agrees to perform any and all obligations of Assignor in relation to the Development Agreement, as amended herein. By executing this First Amendment where provided for below, Park City consents to the Assignment.

3. The legal description of the property subject to this First Amendment is specifically described in the attached Exhibit A.

4. All other provisions of the Development Agreement remain the same.

IN WITNESS WHEREOF, this First Amendment was hereby executed by the City of Park City, acting by and through its City Council as of the ____ day of August, 2023.

PARK CITY MUNICIPAL CORPORATION

By: _____
Mayor

ATTEST:

By: _____
City Recorder

APPROVED AS TO FORM:

Margaret Plane, City Attorney

IN WITNESS WHEREOF, this First Amendment was hereby executed by Assignor and Assignee as of the ____ day of August, 2023

ASSIGNOR:

JF ENGINEHOUSE DEVELOPER, LLC,
a Utah limited liability company

By: JF DEVELOPMENT GROUP, LLC,
a Utah limited liability company
Its: Manager

By: J. FISHER COMPANIES, LLC,
a Utah limited liability company
Its: Manager

By: _____
Name: Owen Fisher
Its: Manager

STATE OF UTAH)
)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2023, personally appeared before me Owen Fisher, whose identity is personally known to me/proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he executed the foregoing First Amendment in his capacity as the Manager of J. Fisher Companies, LLC, a Utah limited liability company, which is the Manager of JF Development Group, LLC, a Utah limited liability company, which is the Manager of JF EngineHouse Developer, LLC, a Utah limited liability company.

Notary Public
Residing at: _____

JF ENGINEHOUSE PARTNERS, LLC,
a Utah limited liability company

By: JF ENGINEHOUSE MEMBER, LLC,
a Utah limited liability company
Its: Managing Member

By: J. FISHER COMPANIES, LLC,
a Utah limited liability company
Its: Manager

By: _____
Name: _____ Owen Fisher
Its: _____ Manager

STATE OF UTAH)
)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2023, personally appeared before me Owen Fisher, whose identity is personally known to me/proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he executed the foregoing First Amendment in his capacity as the Manager of J. Fisher Companies, LLC, a Utah limited liability company, which is the Manager of JF EngineHouse Member, LLC, a Utah limited liability company, which is the Managing Member of JF EngineHouse Partners, LLC, a Utah limited liability company.

Notary Public
Residing at: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lot B, THE YARD SUBDIVISION – FIRST AMENDED, according to the official plat recorded April 28, 2017, as Entry No. 1068309 in the Summit County Recorder's Office.

Council Agenda Item Report

Meeting Date: August 22, 2023

Submitted by: Michelle Kellogg

Submitting Department: Planning

Item Type: Staff Report

Agenda Section: OLD BUSINESS

Subject:

Consideration to Continue Ordinance No. 2023-17, an Ordinance Amending Land Management Code Section 15-6-8 *Unit Equivalents* And Section 15-15-1 *Definitions* Regarding Support Commercial and Residential and Resort Accessory Uses for Master Planned Developments and Sections 15-2.7-2 *Uses* for the Recreation and Open Space Zoning District, 15-2.18-2 *Uses* for the General Commercial Zoning District, and 15-2.19-2 *Uses* for the Light Industrial Zoning District to Clarify Resort Support Commercial is Allowed When Approved as Part of a Master Planned Development
(A) Public Hearing; (B) Continue to September 28, 2023

Suggested Action:

Attachments:

[Accessory Uses in Master Planned Developments Continuation Report](#)

[Exhibit A: Draft Ordinance No. 2023-17](#)

City Council Staff Report



Subject: Accessory Uses in
Master Planned Developments
Application: PL-22-05447
Author: Rebecca Ward, Assistant Planning Director
Date: August 22, 2023
Type of Item: Legislative – Land Management Code Amendments

Recommendation

On June 12, 2023, the City Council requested staff conduct additional outreach for developer input on proposed amendments to the Land Management Code regarding Accessory Uses in Master Planned Developments outlined in Draft Ordinance No. 2023-17 (Exhibit A). In the past two months, staff met with eight developers for input on the proposed amendments and will be meeting with additional developers in the coming weeks. As a result, staff requests the City Council continue the item to September 28, 2023.

Ordinance No. 2023-17

AN ORDINANCE AMENDING LAND MANAGEMENT CODE SECTION 15-6-8 *UNIT EQUIVALENTS* AND SECTION 15-15-1 *DEFINITIONS* REGARDING SUPPORT COMMERCIAL AND RESIDENTIAL AND RESORT ACCESSORY USES FOR MASTER PLANNED DEVELOPMENTS AND SECTIONS 15-2.7-2 *USES FOR THE RECREATION AND OPEN SPACE ZONING DISTRICT*, 15-2.18-2 *USES FOR THE GENERAL COMMERCIAL ZONING DISTRICT*, AND 15-2.19-2 *USES FOR THE LIGHT INDUSTRIAL ZONING DISTRICT* TO CLARIFY RESORT SUPPORT COMMERCIAL IS ALLOWED WHEN APPROVED AS PART OF A MASTER PLANNED DEVELOPMENT

WHEREAS, the Land Management Code implements the goals and policies of the General Plan in part to protect and enhance the vitality of the City's resort-based economy, the overall quality of life, the historic character, and the unique mountain town community;

WHEREAS, the Land Management Code promotes the general health, safety, and welfare of the present and future inhabitants, businesses, and visitors of the City;

WHEREAS, the Land Management Code outlines allowances for Support Commercial Uses and exempts certain Residential and Resort Accessory Uses from counting toward the total Unit Equivalents within a Master Planned Development; these Accessory Uses are intended to provide services and support uses for patrons, employees, and residents within the development, and not for the general public;

WHEREAS, the Accessory Use exemptions from Unit Equivalents presents challenges for Master Planned Development review because they may result in increased mass and bulk of a project and over time, and uses intended for patrons, employees, and residents on site may be opened to the general public without mitigating impacts like increased traffic and parking, and without contributing to affordable housing obligations;

WHEREAS, on December 14, 2022, and February 8, 2023, the Planning Commission conducted work sessions on the proposed amendments;

WHEREAS, on April 12, 2023, the Planning Commission conducted a duly noticed public hearing and unanimously forwarded a positive recommendation on the proposed Land Management Code amendments to the City Council;

WHEREAS, on April 27, 2023, the City Council conducted a duly noticed public hearing on the proposed Land Management Code amendments.

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

SECTION 1. AMEND MUNICIPAL CODE OF PARK CITY TITLE 15 LAND
MANAGEMENT CODE.

The recitals are incorporated herein as findings of fact. Municipal Code of Park City Title 15 Land Management Code Section 15-6-8 *Unit Equivalents*, Section 15-15-1 *Definitions*, Section 15-2.7-2 *Uses* for the Recreation and Open Space Zoning District; Section 15-2.18-2 *Uses* for the General Commercial Zoning District; and Section 15-2.19-2 *Uses* for the Light Industrial Zoning District are hereby amended as outlined in Attachment 1.

SECTION 2. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED THIS 27th day of April 2023.

PARK CITY MUNICIPAL CORPORATION

Nann Worel, Mayor

Attest:

City Recorder

Approved as to form:

City Attorney's Office

Attachment 1

15-6-8 Unit Equivalents

Density of Development is a factor of both the Use and size of Structures built within a project. In order to allow for, and to encourage, a variety of unit configurations, Density shall be calculated on the basis of Unit Equivalents. Unless otherwise stipulated, one (1) Unit Equivalent equates to one (1) single family Lot, 2,000 square feet of Multi-Family Dwelling floor area, or 1,000 square feet of commercial or office floor area. A duplex Lot equates to two (2) Unit Equivalents, unless otherwise stipulated by the Master Planned Development (MPD). The MPD may stipulate maximum Building Footprint and/or maximum floor area for single family and duplex Lots. Residential Unit Equivalents for Multi-Family Dwellings shall be calculated on the basis of one (1) Unit Equivalent per 2,000 square feet and portions of Unit Equivalents for additional square feet above or below 2,000. For example: 2,460 square feet of a multi-family unit shall count as 1.23 Unit Equivalents.

Affordable Housing units required as part of the MPD approval, and constructed on Site do not count towards the residential Unit Equivalents of the Master Plan. Required ADA units do not count towards the residential Unit Equivalents.

~~[Support Uses and accessory meeting space use Unit Equivalents as outlined in Section 15-6-8(C) and (D) below.]~~

A. **CALCULATING RESIDENTIAL UNIT SQUARE FOOTAGE.** Unit square footage shall be measured from the interior of the exterior unit walls. All bathrooms, halls, closets, storage and utility rooms within a unit will be included in the calculation for square footage. ~~[Exterior hallways, common circulation and hotel use areas, such as lobbies, elevators, storage, and other similar Areas, will not be included.]~~

Common outdoor facilities, such as pools, spas, recreation facilities, ice-skating rinks, decks, porches, etc. do not require the Use of Unit Equivalents.

B. **LOCKOUTS.** For purposes of calculating Unit Equivalents, Lockouts shall be included in the overall square footage of a unit.

C. **SUPPORT COMMERCIAL WITHIN ~~[RESIDENTIAL MASTER PLANNED DEVELOPMENTS HOTELS]~~.** ~~[Within a Hotel or Nightly Rental condominium project, the]~~ The Floor Area of Support Commercial Uses ~~[uses]~~ may not exceed five percent (5%) of the total Floor Area of the approved residential Unit Equivalents or 5,000 square feet in total, whichever is lesser. Conventional Chain Businesses are prohibited as Support Commercial Use. Signage for Support Commercial Uses is limited to interior spaces. Marketing for Support Commercial Uses is limited to primary Uses on Site. ~~[Any unused Support Commercial floor area may be utilized for meeting space Uses.]~~ Support Commercial shall be included in Affordable Housing obligations and calculations subject to Housing Resolution No. 05-2021, as amended.

D. ~~**[MEETING SPACE.** Within a Hotel or Condominium project, Floor Area of meeting space may not exceed five percent (5%) of the total Floor Area of the approved residential unit equivalents. Any unused meeting space floor area may be utilized for support commercial uses within a Hotel or Nightly Rental Condominium project.]~~

E. **COMMERCIAL UNIT EQUIVALENTS.** Commercial spaces, approved as a part of a Master Planned Development, shall be calculated on the basis of one (1) Unit Equivalent per 1000 square feet of Net Leasable Floor Area, exclusive of

common corridors, for each part of a 1,000 square foot interval. For example:
2,460 square feet of commercial Area shall count as 2.46 Unit Equivalents.

F. **RESIDENTIAL ACCESSORY USES.** ~~[Residential Accessory Uses include~~
~~typical back-of-house uses and administration facilities that are for the benefit of~~
~~the residents of a commercial Residential Use, such as a Hotel or Nightly Rental~~
~~Condominium project and that are common to the residential project and are not~~
~~located within any individual Residential unit.]~~ Residential Accessory Uses do not
require the use of Unit Equivalents ~~[and include, but are not limited to, such Uses~~
~~as]:~~

~~[Ski/Equipment lockers~~

~~Lobbies~~

~~Registration~~

~~Concierge~~

~~Bell stand/luggage storage~~

~~Maintenance Areas]~~

Mechanical rooms and shafts limited to electrical, heating, ventilation, plumbing,
and air conditioning equipment and ductwork necessary for the operation of the
Building

Laundry facilities ~~[and storage]~~

Employee facilities related to the operation of the property

~~[Common pools, saunas and hot tubs, and exercise areas not open to the public~~

~~Telephone Areas~~

~~Guest business centers~~

71 ~~Public restrooms~~

72 ~~Administrative offices]~~

73 Hallways and circulation

74 Elevators and stairways

75 A Child Care Center

76 Enclosed Bicycle Storage that exceeds the requirements of Section 15-3-9

77 G. **RESORT ACCESSORY USES.** The following Uses are considered accessory for

78 the operation of a resort for winter and summer operations. These Uses are

79 ~~[considered typical back of house uses and are]~~ incidental to and customarily

80 found in connection with the principal Use or Building and are operated for the

81 convenience of the Owners, occupants, employees, customers, or visitors to the

82 principal resort Use. Accessory Uses associated with an approved summer or

83 winter resort do not require the Use of a Unit Equivalent, but shall be included in

84 the Affordable Housing obligations and calculations subject to Housing

85 Resolution No. 05-2021, as amended, and shall be calculated as part of the

86 parking demand requirements and traffic impact studies. These Uses and square

87 footages require Planning Commission review and approval. Resort Accessory

88 Uses may include~~[, but are not limited to, such Uses as]:~~

89 ~~[Information]~~

90 ~~[Lost and found]~~

91 First Aid Mountain patrol

92 ~~[Administration]~~

93 Maintenance ~~[and storage]~~ facilities

94 Emergency medical facilities
95 ~~{Public lockers}~~
96 Public restrooms
97 Employee restrooms, employee locker rooms, and employee break rooms~~, and~~
98 ~~employee dining areas}~~
99 ~~{Ski school/}~~ Employee and public day care facilities
100 ~~{Instruction facilities}~~
101 ~~{Ticket sales}~~
102 Equipment/ski check
103 Circulation and hallways for these Resort Accessory Uses

104 HISTORY

105 *Adopted by Ord. [02-07](#) on 5/23/2002*
106 *Amended by Ord. [06-22](#) on 4/27/2006*
107 *Amended by Ord. [09-10](#) on 3/5/2009*
108 *Amended by Ord. [10-14](#) on 4/15/2010*
109 *Amended by Ord. [11-05](#) on 1/27/2011*

110 **15-2.7-2 Uses**

111 Uses in the ROS District are limited to the following:

112 A. **ALLOWED USES.**

- 113 1. Conservation Activity
114 2. Food Truck Locations⁴

115 B. **ADMINISTRATIVE CONDITIONAL USES**¹.

- 116 1. Trail and Trailhead Improvement

- 117 2. Outdoor Recreation Equipment
- 118 3. Essential Municipal Public Utility Use, Service, or Structure, less than 600
- 119 sq. ft.
- 120 4. Accessory Building, less than 600 sq. ft.
- 121 5. Ski-related Accessory Building, less than 600 sq. ft.
- 122 6. Parking Area or Structure with four (4) or fewer spaces
- 123 7. Outdoor Event, Outdoor Music
- 124 8. Temporary Construction Improvement
- 125 9. Raising, grazing of horses
- 126 10. Raising, grazing of livestock
- 127 11. Anemometer and Anemometer Towers

128 C. **CONDITIONAL USES.**

- 129 1. Agriculture
- 130 2. Recreational Outdoor and Trail Lighting
- 131 3. Recreation Facility, Private⁵
- 132 4. Recreation Facility, Public
- 133 5. Recreation Facility, Commercial
- 134 6. Golf Course
- 135 7. Passenger Tramway Station and Ski Base Facility
- 136 8. Ski Tow Rope, Ski Lift, Ski Run and Ski Bridge
- 137 9. Recreational Sports Field
- 138 10. Skating Rink
- 139 11. Skateboard Park

- 140 12. Public and Quasi-Public Institution, Church, and School, Park, Plaza,
141 Structure for Public Assembly, greater than 600 sq. ft.
142 13. Essential Municipal Public Utility Use, Facility, Service, and Structure,
143 greater than 600 sq. ft.
144 14. Accessory Building, greater than 600 sq. ft.
145 15. Ski-Related Accessory Building, greater than 600 sq. ft.
146 16. Child Care Center
147 17. Commercial Stable, Riding Academy
148 18. Vehicle Control Gates²
149 19. Resort Support, Commercial⁶
150 20. Cemetery
151 21. Parking Area or Structure with five (5) or more spaces
152 22. Telecommunications Antenna³
153 23. Mines and Mine Exploration
154 24. Plant and Nursery stock products and sales
155 25. Fences greater than six feet (6') in height from Final Grade.
156 26. Small Wind Energy Systems

157 D. **PROHIBITED USES**. Any use not listed above as an Allowed or Conditional Use
158 is a prohibited Use.

159 ¹Subject to an Administrative Conditional Use permit and/or Master Festival license review process.

160 Master Festivals are temporary in nature. All related temporary Structures are restricted to specific time
161 frames and shall be removed at the expiration of the Master Festival permit.

162 ²See Section 15-4-19 for specific review criteria for gates

163 ³Subject to Section 15-4-14, Telecommunications

⁴The Planning Director or designee shall, upon finding a Food Truck Location in compliance with Municipal Code Section 4-5-6, issue the property owner a Food Truck Location administrative approval letter.

⁵See Section 15-4-22, Outdoor Pickleball Courts in Residential Areas

⁶ Subject to provisions of Chapter 15-6 and Master Planned Development approval

HISTORY

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

Amended by Ord. [04-08](#) on 3/4/2004

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

Amended by Ord. [2018-55](#) on 10/23/2018

Amended by Ord. [2022-08](#) on 4/28/2022

Amended by Ord. [2022-16](#) on 5/26/2022

15-2.18-2 Uses

Uses in the GC District are limited to the following:

A. ALLOWED USES.

1. Secondary Living Quarters
2. Lockout Unit¹
3. Accessory Apartment²
4. Nightly Rental
5. Home Occupation
6. Child Care, In-Home Babysitting³
7. Child Care, Family³
8. Child Care, Family Group³
9. Child Care Center³

188	10. Accessory Building and Use
189	11. Conservation Activity
190	12. Agriculture
191	13. Plant and Nursery Stock production and sales
192	14. Bed and Breakfast Inn
193	15. Boarding House, Hostel
194	16. Hotel, Minor
195	17. Hotel, Major
196	18. Office, General
197	19. Office, Moderate Intensive
198	20. Office, Intensive
199	21. Office and Clinic, Medical and Veterinary Clinic
200	22. Financial Institution without a drive-up window
201	23. [Commercial, Resort Support]
202	24. Retail and Service Commercial, Minor
203	25. Retail and Service Commercial, Personal Improvement
204	26. Retail and Service Commercial, Major
205	27. Cafe or Deli
206	28. Restaurant, General
207	29. Hospital, Limited Care Facility
208	30. Parking Area or Structure with four (4) or fewer spaces
209	31. Parking Area or Structure with five (5) or more spaces
210	32. Food Truck Location ¹⁰

211	B. <u>CONDITIONAL USES.</u>
212	1. Single Family Dwelling
213	2. Duplex Dwelling
214	3. Triplex Dwelling
215	4. Multi-Unit Dwelling
216	5. Group Care Facility
217	6. Public and Quasi-Public Institution, Church, and School
218	7. Essential Municipal Public Utility Use, Facility, Service, and Structure
219	8. Telecommunication Antenna ⁴
220	9. Satellite Dish Antenna, greater than thirty-nine inches (39") in diameter ⁵
221	10. Timeshare Project and Conversion
222	11. Timeshare Sales Office, off-site within an enclosed Building
223	12. Private Residence Club Project and Conversion ⁸
224	13. Financial Institution with a Drive-up Window ⁶
225	14. Retail and Service Commercial with Outdoor Storage
226	15. Retail and Service Commercial, Auto Related
227	16. Transportation Service
228	17. Retail Drive-Up Window ⁶
229	18. Gasoline Service Station
230	19. Restaurant and Cafe, Outdoor Dining ⁷
231	20. Restaurant, Drive-up Window ⁶
232	21. Outdoor Event ⁷
233	22. Bar

- 234 23. Sexually Oriented Businesses⁸
- 235 24. Hospital, General
- 236 25. Light Industrial Manufacturing and Assembly
- 237 26. Temporary Improvement⁷
- 238 27. Passenger Tramway and Ski Base Facility
- 239 28. Ski tow rope, ski lift, ski run, and ski bridge
- 240 29. Commercial Parking Lot or Structure
- 241 30. Recreation Facility, Public
- 242 31. Recreation Facility, Commercial
- 243 32. Recreation Facility, Private⁹
- 244 33. Indoor Entertainment Facility
- 245 34. Heliport
- 246 35. Temporary Sales Trailer in conjunction with an active Building permit for
- 247 the Site.⁸
- 248 36. Fences greater than six feet (6') in height from Final Grade⁷
- 249 37. Household Pet, Boarding⁷
- 250 38. Household Pet, Daycare⁷
- 251 39. Household Pet, Grooming⁷
- 252 40. Dwelling Unit, Fractional Use¹¹
- 253 **41. Commercial, Resort Support¹²**

254 C. **PROHIBITED USES**. Any Use not listed above as an Allowed or Conditional Use

255 is a prohibited Use.

256 ¹Nightly rental of Lockout Units requires Conditional Use permit.

257 ²Requires an Administrative Permit. See Section 15-4-7, Accessory Apartments.

258 ³See Section 15-4-9, Child Care and Child Care Facilities.
259 ⁴See Section 15-4-14, Telecommunication Facilities.
260 ⁵See Section 15-4-13, Placement of Satellite Receiving Antennas.
261 ⁶See Section 15-2.18-6 for Drive-Up Window review.
262 ⁷Requires an Administrative Conditional Use permit.
263 ⁸See Section 15-4-16 for additional criteria.
264 ⁹See Section 15-4-22, Outdoor Pickleball Courts in Residential Areas.
265 ¹⁰The Planning Director or their designee shall, upon finding a Food Truck Location in compliance with
266 Municipal Code Section 4-5-6, issue the property owner a Food Truck Location administrative approval
267 letter.
268 ¹¹Requires an Administrative Letter. See Section 15-4-23, Dwelling Unit, Fractional Use.
269 ¹² Subject to provisions of Chapter 15-6 and Master Planned Development approval

270 HISTORY

271 *Adopted by Ord. [00-51](#) on 9/21/2000*
272 *Amended by Ord. [04-39](#) on 9/23/2004*
273 *Amended by Ord. [06-76](#) on 11/9/2006*
274 *Amended by Ord. [14-57](#) on 11/20/2014*
275 *Amended by Ord. [2018-55](#) on 10/23/2018*
276 *Amended by Ord. [2020-45](#) on 10/1/2020*
277 *Amended by Ord. [2021-51](#) on 12/16/2021*
278 *Amended by Ord. [2022-08](#) on 4/28/2022*
279 *Amended by Ord. [2022-21](#) on 10/27/2022*

280 **15-2.19-2 Uses**

281 Uses in the LI District are limited to the following:

282 A. **ALLOWED USES.**

- 283 1. Secondary Living Quarters
- 284 2. Accessory Apartment¹
- 285 3. Nightly Rental
- 286 4. Home Occupation
- 287 5. Child Care, In-Home Babysitting²
- 288 6. Child Care, Family²
- 289 7. Child Care, Family Group²
- 290 8. Child Care Center²
- 291 9. Agriculture
- 292 10. Plant and Nursery Stock
- 293 11. Office, General
- 294 12. Office, Moderate Intensive
- 295 13. Office, Intensive
- 296 14. Financial Institution without drive-up window
- 297 15. Retail and Service Commercial, Minor
- 298 16. Retail and Service Commercial, Personal Improvement
- 299 17. Retail and Service Commercial, Major
- 300 18. ~~Commercial, Resort Support~~
- 301 19. Hospital, Limited Care
- 302 20. Parking Area or Structure with four (4) or fewer spaces
- 303 21. Food Truck Location⁸

304 B. **CONDITIONAL USES.**

- 305 1. Multi-Unit Dwelling

- 306 2. Group Care Facility
- 307 3. Child Care Center²
- 308 4. Public and Quasi-Public Institution, Church, and School
- 309 5. Essential Municipal Public Utility Use, Facility, Service, and Structure
- 310 6. Telecommunication Antenna³
- 311 7. Satellite Dish Antenna, greater than thirty-nine inches (39") in diameter⁴
- 312 8. Accessory Building and Use
- 313 9. Raising, grazing of horses
- 314 10. Bed and Breakfast Inn
- 315 11. Boarding House, Hostel
- 316 12. Hotel, Minor
- 317 13. Private Residence Club Project and Conversion⁶
- 318 14. Office and Clinic, Medical and Veterinary Clinic
- 319 15. Financial Institutions with Drive-Up Window⁵
- 320 16. Retail and Service Commercial with Outdoor Storage
- 321 17. Retail and Service Commercial, Auto-Related
- 322 18. Transportation Services
- 323 19. Retail Drive-Up Window⁵
- 324 20. Gasoline Service Station
- 325 21. Café or Deli
- 326 22. Restaurant, General
- 327 23. Restaurant, Outdoor Dining
- 328 24. Restaurant, Drive-Up Window⁵

- 329 25. Outdoor Event⁶
- 330 26. Bar
- 331 27. Hospital, General
- 332 28. Light Industrial Manufacturing and Assembly Facility
- 333 29. Parking Area or Structure with five (5) or more spaces
- 334 30. Temporary Improvement⁶
- 335 31. Passenger Tramway Station and Ski Base Facility
- 336 32. Ski Tow Rope, Ski Lift, Ski Run, and Ski Bridge
- 337 33. Recreation Facility, Public
- 338 34. Recreation Facility, Commercial
- 339 35. Recreation Facility, Private⁷
- 340 36. Entertainment Facility, Indoor
- 341 37. Commercial Stables, Riding Academy
- 342 38. Heliports
- 343 39. Commercial Parking Lot or Structure
- 344 40. Temporary Sales Office, in conjunction with an active Building permit.
- 345 41. Fences and Walls greater than six feet (6') in height from Final Grade⁶
- 346 42. Household Pet, Boarding⁶
- 347 43. Household Pet, Daycare⁶
- 348 44. Household Pet, Grooming⁶
- 349 45. Commercial, Resort Support⁹

350 C. **PROHIBITED USES**. Any Use not listed above as an Allowed or Conditional Use
351 is a prohibited Use.

352 ¹Requires an Administrative Permit. See Section 15-4-7, Accessory Apartments.
353 ²See Section 15-4-9, Child Care and Child Care Facilities.
354 ³See Section 15-4-14, Telecommunication Facilities.
355 ⁴See Section 15-4-13, Placement of Satellite Receiving Antennas.
356 ⁵See Section 15-2.19-8, Criteria for Drive-Up Windows.
357 ⁶Subject to an Administrative Conditional Use permit.
358 ⁷See Section 15-4-22, Outdoor Pickleball Courts in Residential Areas.
359 ⁸The Planning Director or their designee shall, upon finding a Food Truck Location in compliance with
360 Municipal Code Section 4-5-6, issue the property owner a Food Truck Location administrative approval
361 letter.
362 ⁹Subject to provisions of Chapter 15-6 and Master Planned Development approval

363 HISTORY

364 *Adopted by Ord. [00-51](#) on 9/21/2000*
365 *Amended by Ord. [04-39](#) on 9/23/2004*
366 *Amended by Ord. [06-76](#) on 11/9/2006*
367 *Amended by Ord. [14-57](#) on 11/20/2014*
368 *Amended by Ord. [2018-55](#) on 10/23/2018*
369 *Amended by Ord. [2020-45](#) on 10/1/2020*
370 *Amended by Ord. [2021-51](#) on 12/16/2021*
371 *Amended by Ord. [2022-08](#) on 4/28/2022*

372 15-15-1 Definitions

373

374 ~~[Commercial Use, Resort Support. A Commercial Use that is clearly incidental to, and~~
375 ~~customarily found in connection with, the principal resort Use, and which is operated~~

376 ~~and maintained for the benefit or convenience of the Owner, occupants, employees,~~
377 ~~customers of, or visitors to, the principal Use.]~~
378

Council Agenda Item Report

Meeting Date: August 22, 2023

Submitted by: Michelle Kellogg

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section: OLD BUSINESS

Subject:

Future Market Special Event Discussion

(A) Public Input

Suggested Action:

Attachments:

[Future Market Discussion Staff Report](#)

City Council Staff Report

Subject: Future Market Discussion
Author: Jenny Diersen
Department: Special Events
Date: August 22, 2023
Type of Item: Work Session - Administrative

Recommendation

Review and consider providing policy direction regarding the future of a market in Park City.

Executive Summary

An extensive history of the evolution of the City's Special Event Policy is [linked here](#). The [City's Special Event Municipal Code](#) is a tool to effectuate desired community outcomes and mitigate and manage planning and impacts. For years (as outlined in the [City's General Plan – Sense of Place](#): Goals 10, 11, 12, and 13), Special Events were an incredibly successful tool used to create year-round activation, visitation, and economic benefit. At the same time, special events also increase the City's art and cultural character, providing a rich array of amenities for residents and visitors, creating jobs, etc. As a result and over time, numerous special events were added to the annual calendar, and the size and scope, and success of most events grew.

Since 2015, with the work of the Special Events Advisory Committee, we worked hard to rebalance the Special Events code and calendar to strike a better balance for residents and equip the City with more tools to achieve Council's focus on mitigation. The goal is to ensure the events calendar aligns with community values and appropriately allocates limited City resources.

In 2022, City Council approved [additional code amendments](#) to continue the rebalancing. For example, the economic benefit is no longer a threshold standard of application review, yet we continue to recognize the positive economic impacts many Special Events bring to Park City. Additional amendments created Peak and Local times when new events will not be considered and created a new event type to recognize the events that are representative of our authentic community and not focused on economic growth ([Community Identifying Events: 4A-1-1.11\(A\)\(B\)\(6\)](#)).

Individual special events are largely organized by local entities, such as art and culture festivals, historical celebrations, non-profits, neighborhood block parties, ski races, parades, community concerts, and barn parties. Contractual special event agreements help us manage large events with predictability. For example, the [PSSM Agreement](#) provides a clear scope of service and expectations for each party, including:

- City Services and costs;
- Financial assistance or monetary exchange;
- Lease terms including City Property or Facilities;
- Locked-in dates over the term of the Agreement;
- Required performance measures; and
- Economic Impact studies.

Over the years, PSSM has worked with the City to mitigate its impacts, collaborate with merchants, and address resident concerns to better align with community goals and priorities. Over the last 16 months, we conducted extensive outreach regarding the future of PSSM, and while that feedback is slightly favorable to continuing the event, we understand additional major changes are desired by the community and City Council.

Background

There is an extensive history of the PSSM, and a detailed [PSSM history linked here](#). PSSM started in 2006 on lower Main Street as a 17-day market. Based on community feedback, PSSM was reduced to 15 days, then 14 days, and this year to 12 days. It is a Community Identifying Event, and its mission has been incubating local and non-profit businesses on what has traditionally been Main Street's slowest day of business. To mitigate impacts, major changes were made to reduce the scope and costs, and to manage residential impacts. Efforts were also made to facilitate collaboration with Main Street merchants.

On April 28, 2022 ([report](#) p. 773 / [minutes](#) p. 17), in anticipation of the PSSM Agreement expiring, a Work Session was held to discuss the future. Council sought to continue discussions with a preference for a three- to five-year contract and directed community outreach before considering new terms.

On May 26, 2022, a [Staff Communication Report](#) detailed community outreach and engagement plans. Council Liaisons Dickey and Rubell worked with the Special Events, Economy, and Community Engagement Departments to develop [a survey regarding the Park Silly Sunday Market](#). The survey was open from August 11 to October 4, 2022 (nine weeks), was accompanied by an open house, postcard mailer, local media coverage, and resulted in 2,072 responses (compiled results [linked here](#)):

- 785, or 38% identified Park City full-time residents (060), and another 626, or 30% were Summit County full-time residents (68% of respondents were from Park City and Summit County).
- On a scale of 1 to 100, the outcome was:
 - Importance of the event on Sunday: Average of 66 from all respondents: Average of 60 from Park City Residents.
 - Location on Main Street: Average of 74 from all respondents: Average of 66 Park City Residents.
 - Importance of Continuing a Market: Average of 77 from all respondents; Average of 67 Park City Residents.
- 76 Main Street business owners and 88 Main Street employees participated in the survey (164 responses). Results specific to Main Street businesses and employees included:
 - 27% supported the market at 14 Sundays, 47% wanted the market to be fewer days; 12% wanted the market moved off Main, and 13% were indifferent.
 - 42% liked the event hours, while 32% wanted the event shortened. 8% wanted the event longer, while 16% were indifferent.
 - The average score for continuing a Sunday market was 50 out of 100.

- 40% supported the number of days of the event as is, 12% requested the number of markets be increased, 47% said the number of markets should be reduced, and 13% were indifferent.
- Respondents identified areas for improvement including 36% for changing location, 25% for parking – options and pricing, 24% didn't think the event is needed anymore, and 22% said the market is great how it is.
- As far as aspects that are enjoyed, the farmers market, food and drink offerings, live music, vendors, and socializing rose to the top.
- The importance of the event being held on Main Street was 56 out of 100.
- The importance of PSSM continuing in Park City scored an average of 50 out of 100.
- Separately, the City received a letter from the HPCA, and the organization produced its own survey dated September 2022 with 98 responses. Notably, the [HPCA does not support PSSM continuing](#) (p.49) on Main Street:
 - 37% supported the PSSM under the same parameters as 2022, while 63% did not support the PSSM under any circumstances.
 - Additional responses from HPCA included 12% would support PSSM if it was the entire length of Main Street, 8.5% said they would support PSSM if it was fewer days throughout the summer, and 59% said they would support the event if moved to another location.
 - HPCA also surveyed their association regarding Car Free Sundays.
 - 41% did not support Car Free Sundays.
 - 21% supported Car Free Sundays as they were in 2022.
 - 25% wanted to explore changes to Car Free Sundays so it could remain on Main Street.
 - 13% only supported Car Free Sundays if PSSM returned to Main Street.

On November 3, 2022 ([report](#) p. 100, [minutes](#) p. 8), after performing the additional community and business district outreach, Council held a debrief. As a result, PSSM submitted a [new proposal for the 2023 season](#). Some of the changes included reducing the number of days from 14 to 12, reducing noise, eliminating importers as vendors, and shifting within three years to all local vendors (Summit County/Wasatch Back).

On January 5, 2023 ([report](#) p. 183, [minutes](#) p. 9), City Council extended the [PSSM Agreement](#) for one year, including a reduced scope and scale (reduced to 12 days, lower Main Street Only – eliminate 5th Street, reduce noise, eliminate importers, take on bollard installation and pedestrian management).

On March 23, 2023 ([report](#) p. 5 / [minutes](#) p. 1) as part of the Special Event update, Council discussed PSSM and the possibility of major changes for a long-term agreement. Some members of Council were concerned about issuing an RFP for a market at all and asked for additional information and time to consider the future. The Special Events Department agreed to bring the discussion back.

Analysis

Due to the changes outlined by City Council, the PSSM indicated they cannot advance a new proposal to continue next year, 2024 and beyond. They cannot make the suggested changes without serious financial impacts on their organization.

We originally scheduled this discussion on July 6, however, the HPCA requested more time to discuss a future market with PSSM. After further discussions, HPCA remains unsupportive of continuing the PSSM in its current format. The HPCA is open to looking at major changes to lessen event impacts on the area and street.

Options for Consideration:

Understanding that PSSM does not intend to submit a proposal, Council could consider:

1. Option 1: Do Nothing – The Agreement with PSSM would expire after this season. Based on the community feedback and HPCA input, this is our recommendation. Any future proposals will be reviewed according to the [Special Event Process](#).

2. Option 2: Release an RFP for a new market concept. If City Council seeks ideas for a new market they can consider releasing an RFP and return to Council to review responses. An RFP could be open for all considerations or outline the concepts produced by the feedback from surveys which include:

- Moving the location off Main Street;
- Shortening the hours; daytime market between 10 and 1 p.m.;
- Change the event to a weekday (no event Friday to Sunday);
- Change the event to the off season (May, September, October);
- Reduce the number of days held (once a month has been suggested); and
- Re-evaluate vendor mix as to not create competition with local businesses and focus primarily on local Wasatch Back vendors.

Funding

PSSM City Service fees are currently funded from the General Fund with in existing departmental budgets up to \$82,969.

We estimate parking revenues from the PSSM event are \$388,888 annually. In the event of not having a market on Main Street, we anticipate returning to typical [summer season rates](#). Not having a market on Main Street may reduce total annual parking revenues by 16% conservatively.

Based on City Council's policy to reduce event costs, we do not currently recommend considering subsidy for a new market.

City Council Staff Report



Subject: 395 Deer Valley Drive Plat Amendment
Application: PL-22-05370
Authors: Jaron Ehlers, Planning Technician
Spencer Cawley, Planner II
Date: August 22, 2023
Type of Item: Administrative – Plat Amendment

Recommendation

(I) Review the 395 Deer Valley Drive Plat Amendment, (II) hold a public hearing, and (III) consider approving Ordinance No. 2023-38, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in the Draft Ordinance (Exhibit A).

Description

Applicant: Work Smart LLC
Alliance Engineering, Applicant Representative
Location: 395 Deer Valley Drive
Zoning District: Residential – 1
Adjacent Land Uses: Single-Family Dwellings, Open Space
Reason for Review: Plat Amendments require Planning Commission recommendation and City Council action¹

BOA Board of Adjustment
LMC Land Management Code
R – 1 Residential – 1
ROW Right-of-Way

Terms that are capitalized as proper nouns throughout this staff report are defined in LMC § [15-15-1](#).

Summary

395 Deer Valley Drive is in Block 65, Amended Plat of Park City Survey and consists of all of Lots 9 & 26, the westerly 18.75 feet of Lots 8 & 27, and the easterly one-half of Lots 10 & 25, for a total of 0.194 acres or 8,437 square feet. The property is in the Residential – 1 (R-1) Zoning District.

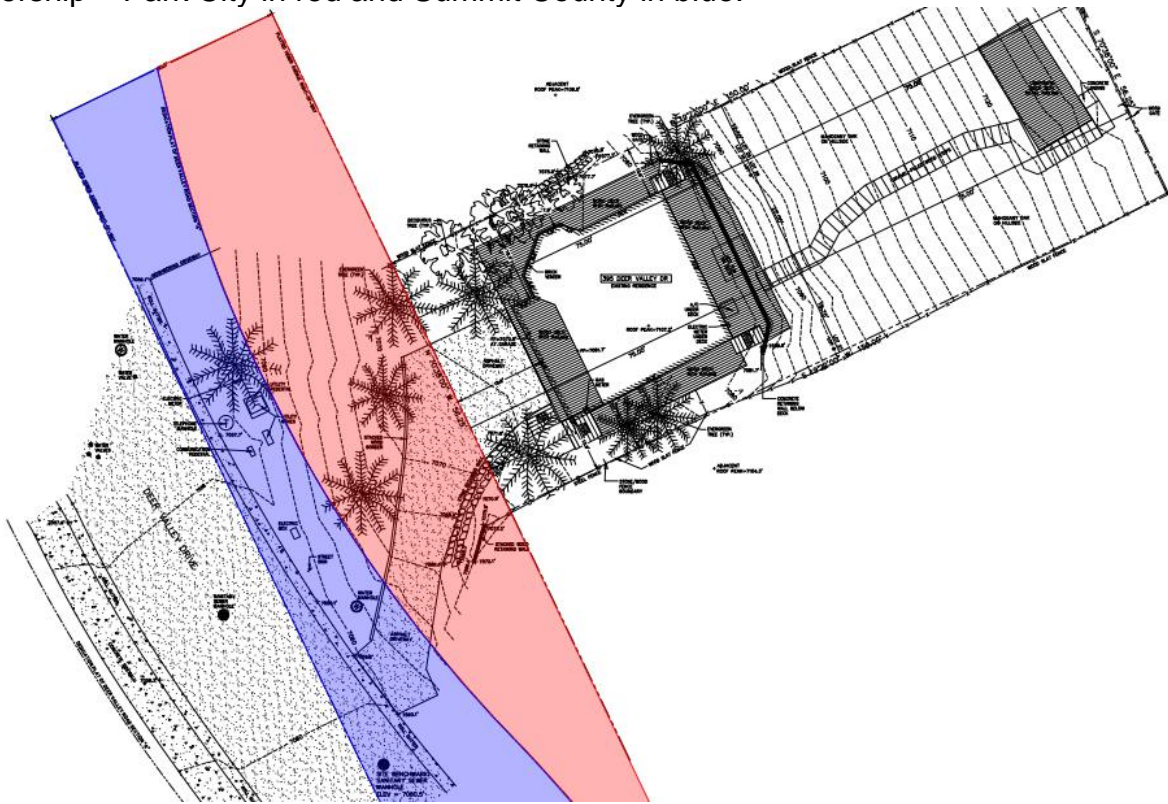
The Single-Family Dwelling (built in 1978) is set back 18.6 feet from the



¹ LMC [§ 15-7.1-2\(B\)](#)

front property line, which is also the edge of the historic platted Heber Avenue Right-of-Way (ROW). However, the Dedication Plat of Deer Valley Road Section “A” is the ROW in use in this area. Subsequently, the Single-Family Dwelling is set back 51.6 feet from the currently platted Deer Valley Drive ROW.

Parcel PC-519-R-X, owned by Summit County, fronts the property and is a portion of the historic Heber Avenue ROW. The following image, highlighted by Staff, shows the unbuilt portion of Deer Valley Drive and Heber Avenue and the corresponding ownership – Park City in red and Summit County in blue:



See Exhibit C for the site survey.

On June 20, 2023, the Board of Adjustment (BOA) held a public hearing and granted the Applicant’s Variance request to reduce the 20-foot Front Setback² to a four-foot Front Setback to accommodate construction of a Front-Facing Garage at 395 Deer Valley Drive ([Staff Report](#); [Meeting Audio](#)).

On July 26, 2023, the Planning Commission reviewed the proposed Plat Amendment and requested to amend the Draft Ordinance to include the following Condition of Approval:

The plat shall note that due to the presence of steep slopes at the rear of the

² Per LMC [§ 15-2.12-3\(B\)\(2\)](#), new Front Facing Garages for Single-Family Dwellings must be at least 20 feet from the Front Property Line.

property, a no-build area shall restrict the owner from constructing buildings, fences, or similar structures, except for maintaining the existing standalone deck, 40 feet from the rear property line.

The Planning Commission held a public hearing and forwarded a unanimous positive recommendation for City Council's consideration ([Staff Report](#); [Meeting Audio](#)).

Background

On September 2, 2022, the Applicant submitted a Plat Amendment application and Planning Staff deemed the application complete on September 16, 2022. The Applicant proposes to create one lot from lots 9 & 26 and part of Lots 8, 10, 25, & 27 of Block 65 of the Park City Survey. This will remove all internal Lot lines from beneath the Single-Family Dwelling to allow for a remodel, including relocating the driveway for compliance with grade, and constructing a new Front-Facing Garage with a four-foot Front Setback from the property line (but a 49-square-foot Setback from the constructed Deer Valley Drive ROW). The proposed garage will sit at an elevation lower than the existing garage and will be located in front of the Single-Family Dwelling. The current driveway has a slope of approximately 19%, which exceeds the maximum of 14% required by Land Management Code (LMC) [§ 15-3-3\(A\)\(4\)](#). The proposed driveway configuration will allow for a slope of nine percent (9%) and will move the driveway entrance approximately 40 feet west of the existing driveway entrance. This new placement will improve the sight distance along Deer Valley Drive (Exhibit B).

Analysis

(I) The proposed Plat Amendment complies with LMC Chapter 15-2.12 Residential (R-1) District.

The purpose of the R-1 Zoning District is to:

- A. Allow continuation of land Uses and architectural scale and styles of the original Park City residential Area;
- B. Encourage Densities that preserve the existing residential environment and that allow safe and convenient traffic circulation;
- C. Require Building and Streetscape design that minimizes impacts on existing residents and reduces architectural impacts of the automobile;
- D. Require Building design that is Compatible with the topographic terrain and steps with the hillsides to minimize Grading;
- E. Encourage Development that protects and enhances the entry corridor to the Deer Valley Resort Area;
- F. Provide a transition in Use and scale between the Historic Districts and the Deer Valley Resort; and,
- G. Encourage designs that minimize the number of driveways accessing directly onto Deer Valley Drive.³

³ LMC [§ 15-2.12.1](#)

Single-Family Dwellings⁴ are an Allowed Use in the R-1 Zoning District. The table below outlines the R-1 Zoning District Lot and Site Requirements established in LMC [§ 15-2.12-3](#):

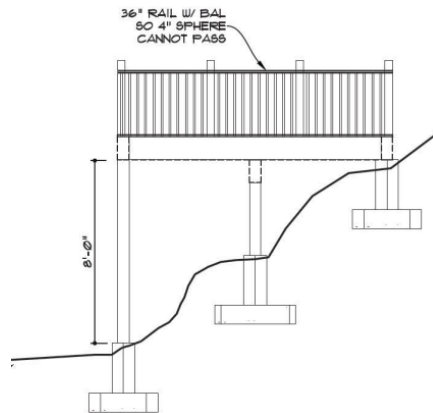
Requirement	Analysis of Proposal
Minimum Lot Area: 2,812 square feet for a Single-Family Dwelling.	<p>Complies.</p> <p>The proposed site contains an existing Single-Family Dwelling built over Lots 9 & 26, the westerly 18.75 feet of Lots 8 & 27, and the easterly one-half of Lots 10 & 25 to create a 0.194-acre/8,437-square-foot Lot.</p>
Front Setback: 15 feet. 20 feet for new Front Facing Garages.	<p>Four-foot Front Setback Variance for the proposed garage granted by the BOA.</p> <p>The approved Variance reduces the Front Setback from 20 feet to four feet for the Front Setback to allow for the construction of a new garage.</p> <p>Condition of Approval 5: A Variance was granted reducing the Front Setback for the Garage to four feet. Any other addition to the Structure is required to comply with the Front Setback of 15 feet.</p> <p>Conditions of Approval 6: The Applicant's proposed site plan includes retaining walls in the Front Setback that exceed four feet in height. The Applicant shall obtain an Administrative Conditional Use Permit for retaining walls that exceed four feet in height prior to applying for a Building Permit.</p> <p>Fences, walls, retaining walls, uncovered stairs leading to the Main Structure, decks, porches, roof overhangs, eaves, cornices, sidewalks, patios, and pathways in the Front Setback shall comply with LMC § 15-2.12-3(C)(1-7) Front Setback Exceptions.</p>

⁴ LMC [§ 15-2.12-2\(A\)\(1\)](#)

Rear Setback: 10 feet.

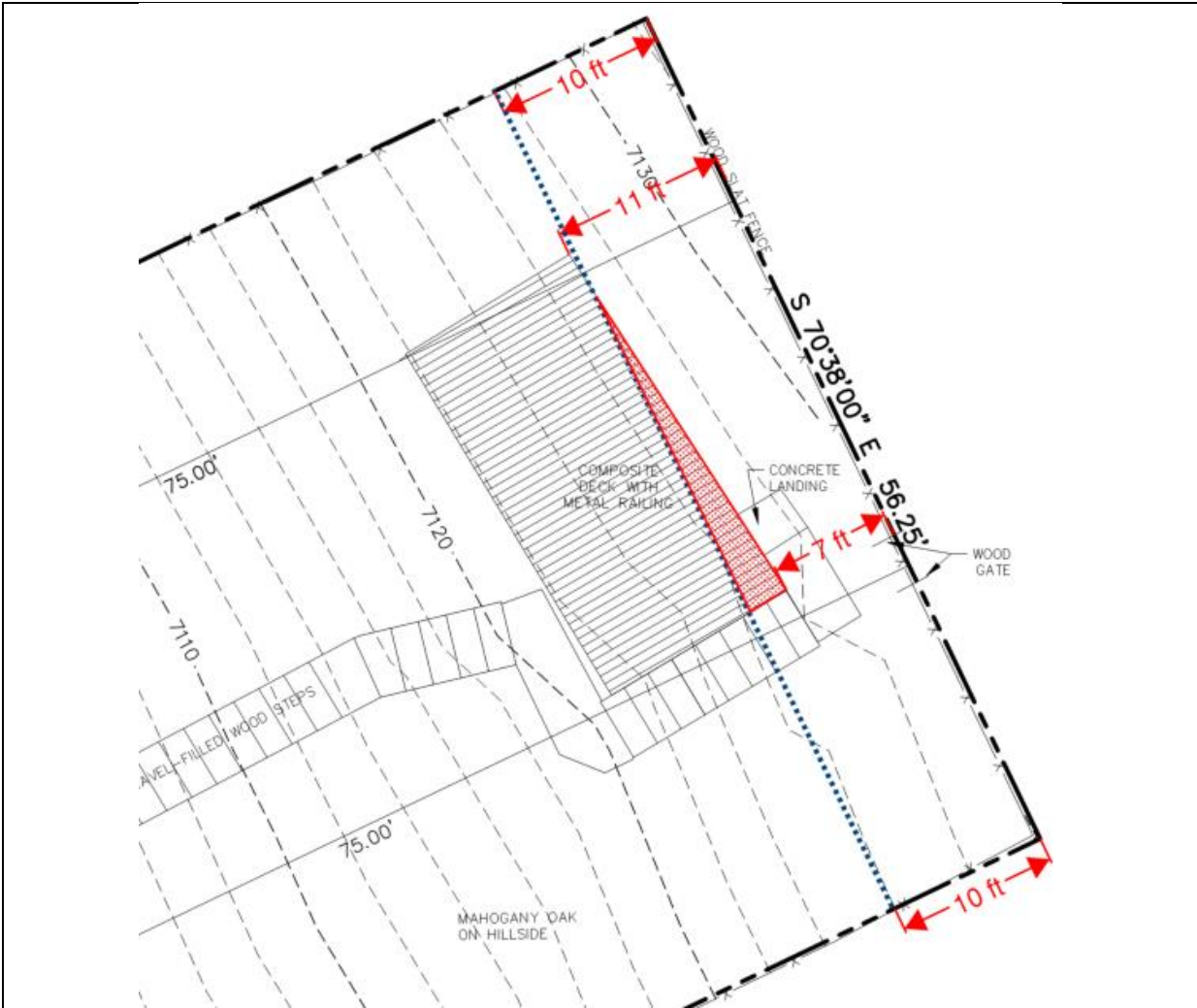
Complies.

The existing Single-Family Dwelling is 93 feet from the rear Lot line. A standalone composite deck with a metal railing is seven feet from the rear Lot line. Due to the slope of the site, the deck ranges from zero to eight feet from grade as depicted in this image.



Only a small portion of the deck is in the Rear Setback. It complies with the Rear Setback exception which states, "Patios, decks, pathways, steps and similar Structures not more than 30 inches above Final Grade, located at least five feet from the Rear Lot Line".⁵ The image below identifies the area of the deck that is in the Rear Setback, highlighted in red. This area is zero feet from grade. The Applicant does not propose any changes to the Rear Setback.

⁵ LMC [§ 15-2.12-3\(E\)\(9\)](#)



Side Setback: 5 feet.

Complies.

The existing Structure is 7.9 feet from the west Lot line and 10.9 feet from the east Lot line. The Applicant does not propose any changes to the Side Setback.

Building Height: 28 feet from Existing Grade.

Condition of Approval 7

The new Front Facing Garage is proposed to sit below the existing Single-Family Dwelling and will be attached to the Structure.

In the R – 1 Zoning District, detached Accessory Buildings are limited to a height of 18 feet. Although the new garage is proposed to be attached to the existing Structure, the garages of neighboring properties are smaller in scale than the allowed Zone

	Height. Staff recommends a Condition of Approval that limits the height of the new garage to 18 feet from Existing Grade.
--	---

Architectural Review LMC § 15-2.12.6

Prior to issuance of a Building Permit for any Conditional or Allowed Use, the Planning Department shall review the proposed plans for Compliance with LMC [Chapter 15-5 Architectural Review](#).

Nightly Rental

Pursuant to LMC [§ 15-2.12-2](#), a Nightly Rental is an allowed use in the R – 1 Zoning District. The Applicant intends to use 395 Deer Valley Drive as a Nightly Rental.

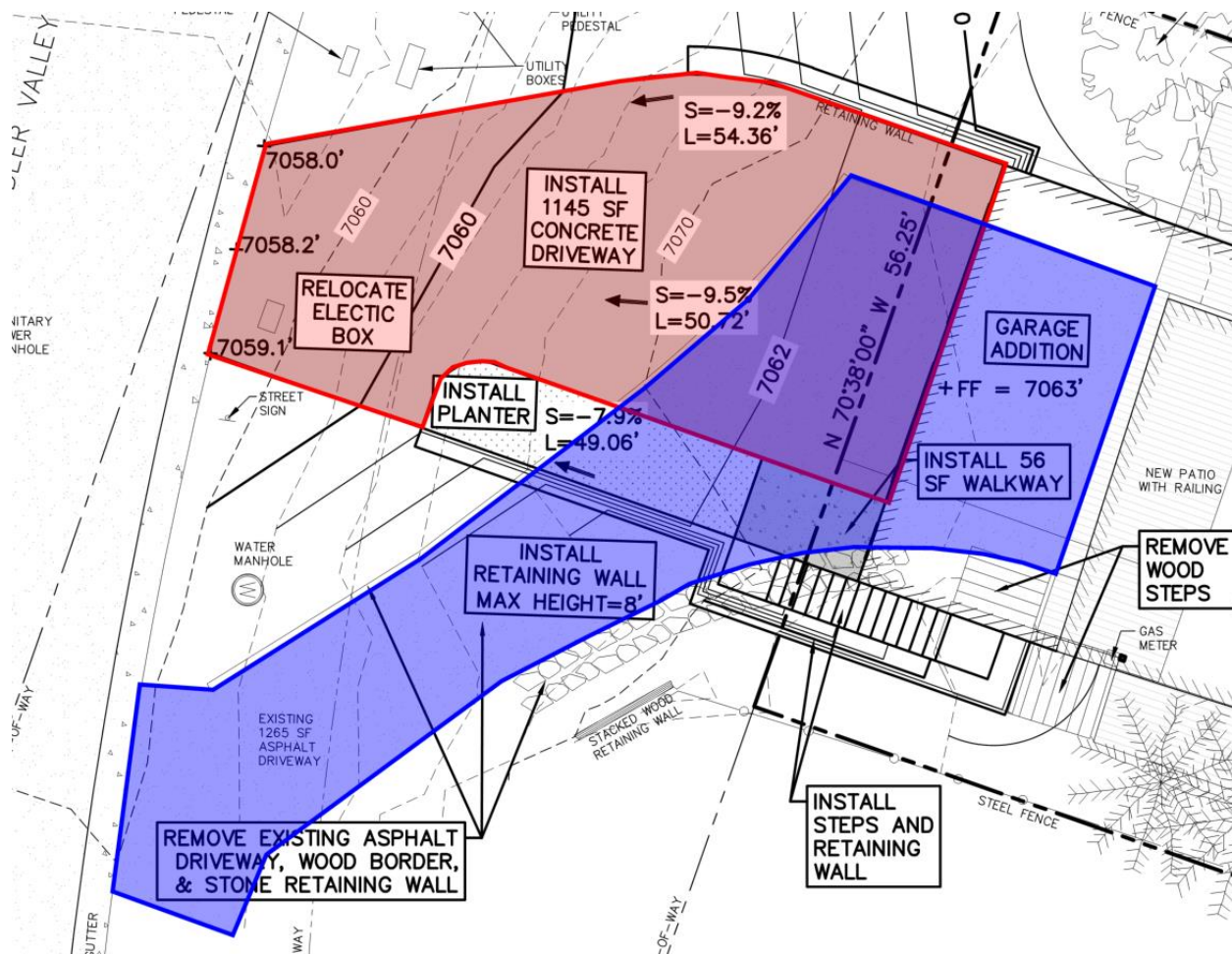
Condition of Approval 4 requires the Applicant to obtain a business license from the City for the Nightly Rental Use and shall renew the license annually or else the Use is terminated.

Driveway Standards

The current driveway has a slope of approximately 19%, which exceeds the maximum of 14% required by today's Land Management Code [§ 15-3-3\(A\)\(4\)](#). The proposed driveway configuration reduces the slope to nine percent (9%) and will move the driveway entrance approximately 40 feet east of the existing driveway entrance. The new driveway configuration will impact Significant Vegetation, including two evergreen trees. See Analysis Section IV for further discussion of Significant Vegetation.

The existing driveway is 1,265 square feet and the proposed driveway is 1,145 square feet. The Applicant's proposed driveway will decrease the site's impervious surface by 120 square feet. The proposed driveway is 15 feet at Deer Valley Drive and increases to a width of 27 feet at the proposed garage addition. Pursuant to LMC [§ 15-3-3\(H\)\(1\)](#), the maximum driveway width for a Single-Family Dwelling is 27 feet.

The image below is taken from the site plan. Staff highlighted the existing driveway in blue, and the proposed driveway in red:



(II) The proposal complies with LMC § 15-7.1-3(B) Plat Amendment.

Plat amendments shall be reviewed according to LMC [§ 15-7.1-6 Final Subdivision Plat](#), and approval shall require a finding of Good Cause and a finding that no Public Street, ROW, or easement is vacated or amended.

- A. There is Good Cause for this Plat Amendment because it resolves a non-conformity, is consistent with previous Plat Amendments, and improves traffic safety along Deer Valley Drive.**

Removing the internal lot lines resolves the issue of the existing structure crossing Lot lines. Removing the internal Lot lines is consistent with the development patterns along Deer Valley Drive. Additionally, other nearby sites have undergone similar Plat Amendments to combine Lots platted under the Park City Survey.

The Engineering Department acknowledges that the existing driveway is out of compliance with LMC [§ 15-3-3](#) and may increase the chance for accidents, especially in inclement weather.

B. No Public Street or Right-of-Way is vacated or amended.

Platted Deer Valley Drive and Heber Avenue will remain as it exists today.

C. No easement is vacated or amended.

(III) The Development Review Committee met on January 3, 2023, reviewed the proposal, and requests Conditions of Approval.⁶

The Engineering Department requests the following Conditions of Approval:

8. If at some point in the future, Deer Valley Drive is widened, or re-aligned, the Applicant is responsible for the removal of retaining walls, stairs, and/or the driveway at the property owner's expense and in an expeditious manner (within 90 days of written notice).
9. The Applicant shall obtain permits for construction in the Right-of-Way from the City Engineer prior to issuance of a Building Permit.
10. Encroachment permits are required for retaining walls, stairways, or driveways built in the platted Rights-of-Way and Summit County Parcel PC-519-R-X.
11. City Engineer review and approval of all appropriate grading, utility installation, and public improvements is a condition precedent to building permit issuance. An approved shoring plan is required prior to excavation.

(IV) The Forestry Board met on July 6, 2023, reviewed the proposal, and requests Conditions of Approval.

The Applicant will remove Significant Vegetation when the new driveway is constructed. At least two of the evergreen trees are unhealthy. The Forestry Board supports the removal of the unhealthy trees, but requires the Applicant replace them in the unbuilt, platted ROW. The Applicant shall receive permission from the City Engineer and Summit County prior to installing any new vegetation in the unbuilt, platted Right-of-Way or the Summit County owned parcel.

Condition of Approval 12: Upon application of a Building Permit, the Applicant shall provide a landscape plan consistent with LMC § 15-5-5(N), showing replacement of all removed Significant Vegetation. If the Applicant cannot replace the same number of plants removed from their property and the ROW, then the Applicant shall return to the Forestry Board for further review. The Applicant shall receive permission from the City Engineer and Summit County prior to installing any new vegetation in the unbuilt, platted ROW or the Summit County owned parcel.

⁶ The Development Review Committee meets the first and third Tuesday of each month to review and provide comments on Planning Applications, including review by the Building Department, Engineering Department, Sustainability Department, Transportation Planning Department, Code Enforcement, the City Attorney's Office, Local Utilities including Rocky Mountain Power and Dominion Energy, the Park City Fire District, Public Works, Public Utilities, and the Snyderville Basin Water Reclamation District (SBWRD).

Department Review

The Planning Department, Engineering Department, and City Attorney's Office reviewed this application.

Notice

Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on July 12, 2023. Staff mailed courtesy notice to property owners within 300 feet on July 12, 2023. The *Park Record* published notice on July 12, 2023.⁷

Public Input

Staff did not receive any public input prior to publishing this report. There was no public input at the July 26, 2023, Planning Commission meeting.

Alternatives

- The City Council may adopt Ordinance No. 2023-38;
- The City Council may deny Ordinance No. 2023-38 and direct Staff to make Findings for this decision; or
- The City Council may continue the discussion to a date certain.

Exhibits

Exhibit A: Draft Ordinance No. 2023-38 and Proposed Plat
Exhibit B: Applicant Statement
Exhibit C: Licensed Engineer's Survey
Exhibit D: Property Photos

⁷ LMC [§ 15-1-21](#)

Ordinance No. 2023-38

AN ORDINANCE APPROVING THE 395 DEER VALLEY DRIVE PLAT AMENDMENT, LOCATED AT 395 DEER VALEY DRIVE, PARK CITY, UTAH

WHEREAS, the owners of the property located at 395 Deer Valley Drive petitioned the City Council for approval of the 395 Deer Valley Drive Plat Amendment; and

WHEREAS, on July 12, 2023, notice was published in the *Park Record* and on the City and Utah Public Notice websites; and

WHEREAS, on July 23, 2023, courtesy notice was mailed to property owners within 300 feet of 395 Deer Valley Drive; and

WHEREAS, on July 26, 2023, the Planning Commission reviewed the application and held a public hearing; and

WHEREAS, on July 26, 2023, the Planning Commission forwarded a positive recommendation for City Council's consideration on August 22, 2023; and

WHEREAS, on August 22, 2023, the City Council reviewed the proposed Plat Amendment and held a public hearing; and

WHEREAS, the plat is consistent with the Park City Land Management Code including § 15-7.1-3(B), § 15-12-15(B)(9), and Chapters 15-2.12 and 15-7.

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

SECTION 1. APPROVAL The 395 Deer Valley Drive Plat Amendment, located at 395 Deer Valley Drive, as shown in Attachment 1, is approved subject to the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. The property is located at 395 Deer Valley Drive in the Residential – 1 Zoning District.
2. The property is in Block 65, Amended Plat of Park City Survey and consist of all of Lots 9 & 26, the westerly 18.75 feet of Lots 8 & 27, and the easterly one-half of Lots 10 & 25.
3. The Summit County parcel tax ID is PC-518-A-3.
4. The existing Single-Family Dwelling was built in 1978.
5. The Applicant proposes to remove all internal Lot lines to allow for a remodel of a non-historic, Single-Family Dwelling, including relocating the driveway for compliance with grade, and a new garage addition.

6. The current driveway has a slope of approximately 19%, which exceeds the maximum of 14% required by LMC § 15-3-3-(A)(4).
7. The proposed driveway will have a slope of 9% will move 40 feet east along Deer Valley Drive.
8. The existing Single-Family Dwelling is 18.6 feet from the property line and 51.6 feet from the platted Deer Valley Right-of-Way.
9. Parcel PC-519-R-X, owned by Summit County, fronts the property and is a portion of the historic Heber Avenue Right-of-Way.
10. On June 20, 2023, the Board of Adjustment granted a Variance reducing the Zone's required 20-foot Front Setback for a Front Facing Garage to four-feet.
11. A Single-Family Dwelling is an Allowed Use in the R-1 Zoning District.
12. A Single-Family Dwelling must provide two Off-Street parking spaces. The Applicant's proposal will provide four Off-Street parking spaces, two in the garage, and two in the driveway.
13. The property contains 0.194 acres or 8,437 square feet.
14. The Front Setback requirement is 15 feet/20 feet for Front Facing Garages. The Variance reduces the setback for the proposed garage to four feet.
15. The Rear Setback requirement is 10 feet. The existing Single-Family Dwelling is 93 feet from the rear Lot line. A standalone composite deck with a metal railing is seven feet from the rear Lot line.
16. The Side Setback requirement is five feet each side. The existing Structure is 7.9 feet from the west Lot line and 10.9 feet from the east Lot line.
17. Building Height cannot exceed 28 feet in the R-1 Zoning District.
18. The existing driveway is 1,265 square feet and the proposed driveway is 1,145 square feet. The Applicant's proposed driveway will decrease the site's impervious surface by 120 square feet.
19. The proposed driveway is 15 feet at Deer Valley Drive and increases to a width of 27 feet at the proposed garage addition.
20. There is Good Cause for this Plat Amendment because it resolves a non-conformity, is consistent with previous Plat Amendments, and improves traffic safety along Deer Valley Drive.
21. No Public Street or Right-of-Way is vacated or amended.
22. No easement is vacated or amended.
23. The Development Review Committee met on January 3, 2023, reviewed the proposal, and did not identify any issues.
24. The Forestry Board met on July 6, 2023, reviewed the proposal, and has Conditions of Approval.

Conclusions of Law

1. The Plat Amendment is consistent with the Park City Land Management Code, including LMC Chapter 15-2.12, *Residential (R-1) Zoning District*, and LMC § 15-7.1-6, *Final Subdivision Plat*.
2. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
3. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval

1. The Planning Department, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the Conditions of Approval, prior to recordation of the plat.
2. The Applicant shall record the plat at Summit County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this Plat approval will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. The plat shall note that fire sprinklers are required for all new construction.
4. In order to use the property as a Nightly Rental, the Applicant must obtain a business license from the City for the Nightly Rental Use and shall renew the license annually or else the Use is terminated.
5. On June 20, 2023, the Board of Adjustment granted a Variance reducing the Front Setback for the Garage to four feet. Any other addition to the Structure is required to comply with the Front Setback of 15 feet.
6. The Applicant shall obtain an Administrative Conditional Use Permit for retaining walls that exceed four feet in height in the Front Setback prior to applying for a Building Permit.
7. The new garage shall not exceed 18 feet in height from Existing Grade.
8. If at some point in the future, Deer Valley Drive is widened, or re-aligned, the Applicant is responsible for the removal of retaining walls, stairs, and/or the driveway at the property owner's expense and in an expeditious manner (within 90 days of written notice).
9. The Applicant shall obtain permits for construction in the Right-of-Way from the City Engineer prior to issuance of a Building Permit.
10. Encroachment permits are required for retaining walls, stairways, or driveways built in the platted Rights-of-Way and Summit County Parcel PC-519-R-X.
11. City Engineer review and approval of all appropriate grading, utility installation, and public improvements is a condition precedent to building permit issuance. An approved shoring plan is required prior to excavation.
12. Upon application of a Building Permit, the Applicant shall provide a landscape plan consistent with LMC § 15-5-5(N), showing replacement of all removed Significant Vegetation. If the Applicant cannot replace the same number of plants removed from their property or the Right-of-Way, then the Applicant shall return to the Forestry Board for further review. The Applicant shall receive permission from the City Engineer and Summit County prior to installing any new vegetation in the unbuilt, platted Right-of-Way or the Summit County owned parcel.
13. Remodels and Additions shall comply with the Land Management Code and International Building Code in effect at the time of Building Permit application.
14. Prior to the issuance of a building permit, a Construction Mitigation Plan must be submitted to the Building Department for review by the Building, Engineering, and Planning Departments for final approval.

15. The plat shall note that due to the presence of steep slopes at the rear of the property, a no-build area shall restrict the owner from constructing buildings, fences, or similar structures, except for maintaining the existing standalone deck, 40 feet from the rear property line.

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

PASSED AND ADOPTED this 22nd day of August 2023.

PARK CITY MUNICIPAL CORPORATION

Nann Worel, MAYOR

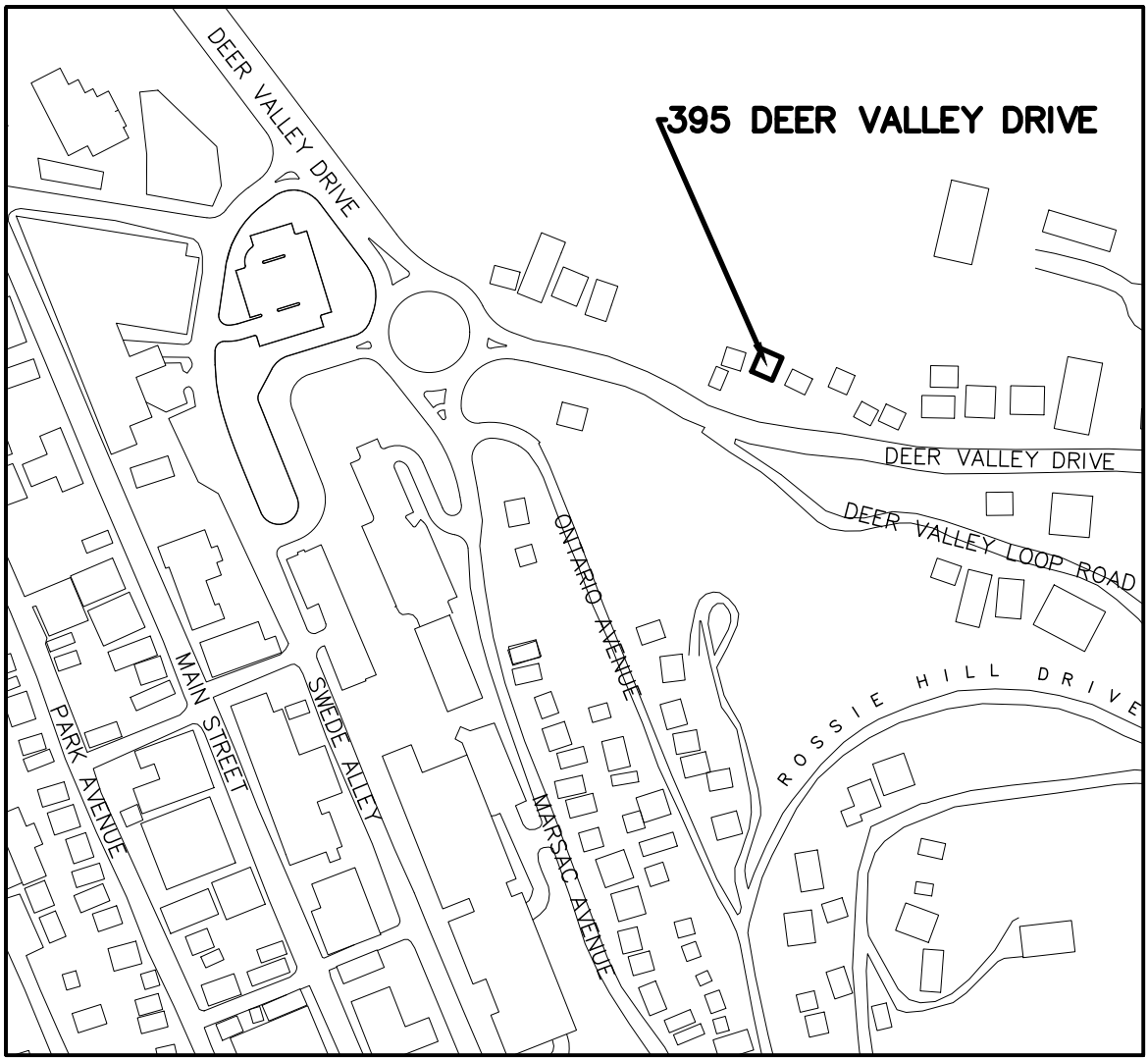
ATTEST:

City Recorder

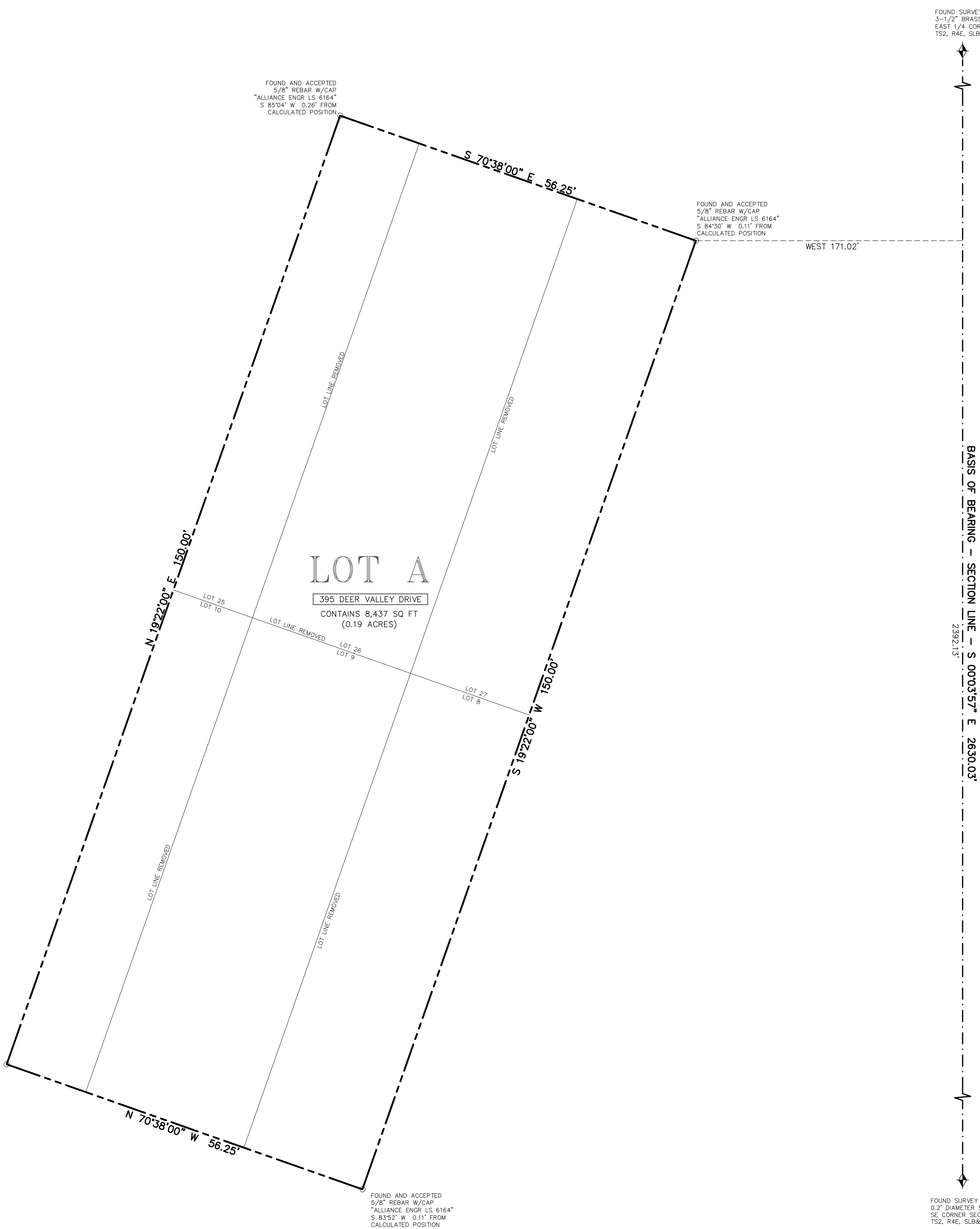
APPROVED AS TO FORM:

City Attorney's Office

Attachment 1 – Proposed Plat



VICINITY MAP



SURVEYOR'S CERTIFICATE

I, Michael Demkowicz, do hereby certify that I am a Professional Land Surveyor and that I hold License No. 4857264 as prescribed under the laws of the State of Utah. I further certify that by authority of the owner, I have made a survey of the land shown on this plat and described hereon, and have combined said land into one (1) lot, hereafter to be known as 395 DEER VALLEY DRIVE PLAT AMENDMENT and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

LEGAL DESCRIPTION

The westerly 18.75 feet of Lots 8 and 27, all of Lots 9 and 26, and the easterly one-half of Lots 10 and 25, Block 65, Amended Plat of Park City Survey; according to the official plat thereof on file and of record, in the Office of the Summit County Recorder.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that the undersigned is the owner of the above described tract of land, and hereby causes the same to be unified into one lot of record, together with easements as set forth to be hereafter known as 395 DEER VALLEY DRIVE PLAT AMENDMENT and does hereby dedicate for the perpetual use of the public the areas shown on this plat as intended for public use. The undersigned owner also hereby conveys any other easements as shown on this plat to the parties indicated and for the purposes shown hereon.

In witness whereof, the undersigned set his hand this ____ day of _____, 2022.

Work Smart Properties LLC, a North Carolina limited liability company

By: _____
Ronald Unger, Manager

ACKNOWLEDGMENT

STATE OF _____)
: ss.
COUNTY OF _____)

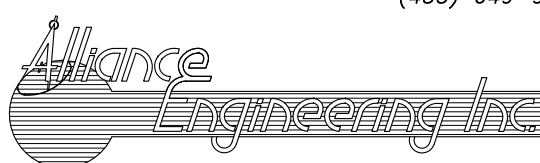
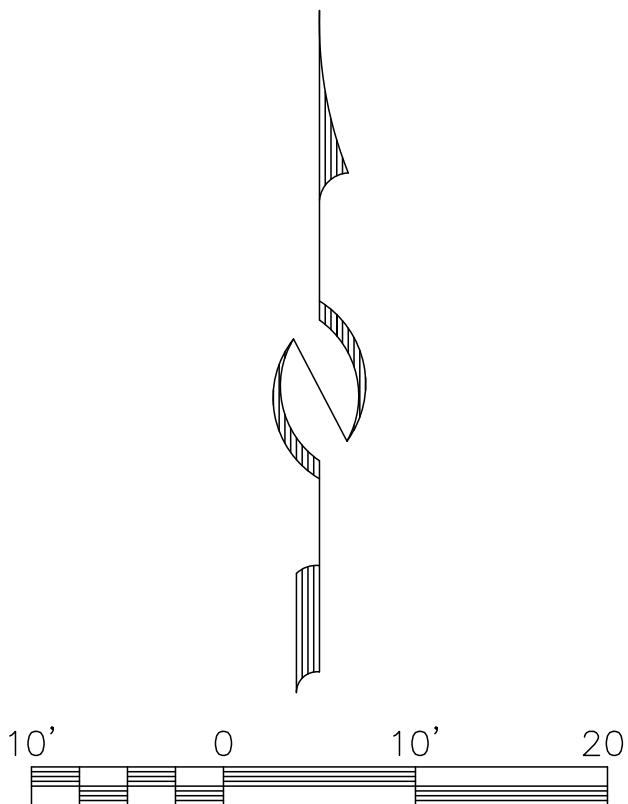
On this ____ day of _____, 2022, Ronald Unger personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is the Manager of Work Smart Properties, LLC, a North Carolina limited liability company, and that said document was signed by him on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members, and he acknowledged to me that he executed the 395 DEER VALLEY DRIVE PLAT AMENDMENT.

By: _____
Notary Public

Printed Name _____
Residing in: _____
My commission expires: _____
Commission No. _____

NOTES

1. This plat amendment is subject to the Conditions of Approval in Ordinance 2022-_____.



(435) 649-9467

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

395 DEER VALLEY DRIVE PLAT AMENDMENT

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

SHEET 1 OF 1

9/2/21 JOB NO.: 10-7-19 FILE: X:\ParkCitySurvey\dwg\sr\plat2019\100719.dwg

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS ____ DAY OF _____, 2022
BY _____
ENGINEERING DEPARTMENT

PLANNING COMMISSION
RECOMMENDED BY THE PARK CITY PLANNING COMMISSION THIS ____ DAY OF _____, 2022
BY _____
CHAIR

ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ____ DAY OF _____, 2022
BY _____
PARK CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS ____ DAY OF _____, 2022
BY _____
PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS ____ DAY OF _____, 2022
BY _____
MAYOR

CERTIFICATE OF ATTEST
I CERTIFY THIS PLAT WAS APPROVED BY PARK CITY COUNCIL THIS ____ DAY OF _____, 2022
BY _____
PARK CITY RECORDER

PUBLIC SAFETY
ANSWERING POINT APPROVAL
APPROVED THIS ____ DAY OF _____, 2022
BY _____
SUMMIT COUNTY GIS COORDINATOR

RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____
FEE _____ RECORDER _____
TIME _____ DATE _____ ENTRY NO. _____

PARK CITY SURVEY, BLOCK 65,
LOTS 9 & 26 and part of Lots 8, 10, 25 & 27

(395 Deer Valley Drive)

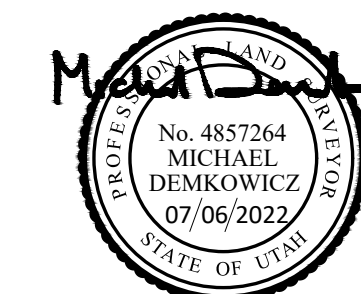
August 29, 2022

PROJECT INTENT

The property at 395 Deer Valley Drive is in Block 65, Park City Survey and consists of Lots 9 & 26 and part of Lots 8, 10, 25 & 27. The property is currently occupied by a single family residence. The owner is submitting this plat amendment application with the goal of removing all of the internal lot lines to create a single lot of record. The owner is currently in the process of designing a remodel of the residence, but is in the early stages and a final plan hasn't been determined. Given the length of time for the plat amendment process, the owner would like to submit the application now in anticipation of future remodeling of the existing structure.

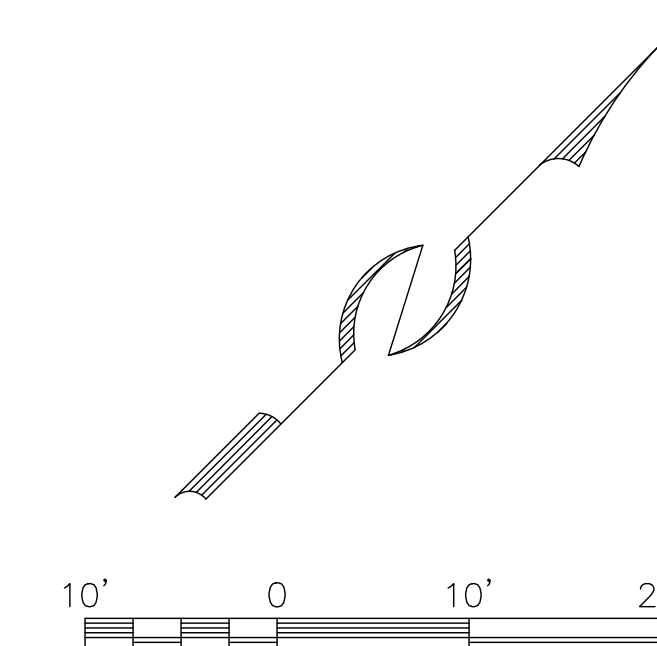
SURVEYOR'S CERTIFICATE

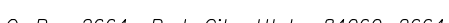
I, Michael Demkowicz, do hereby certify that I am a Professional Land Surveyor and that I hold License No. 4857264 as prescribed under the laws of the State of Utah. I further certify that under my direct supervision a survey has been performed on the hereon described property and that to the best of my knowledge this plat is a correct representation of said survey.



NOTES

1. Site Benchmark: Sanitary Sewer Manhole = 7060.5'
2. Field work for this survey was completed June 3, 2022.
3. The architect is responsible for verifying building setbacks, zoning requirements, and building heights.
4. This survey was prepared in conjunction with a plat amendment application.



 <p>(435) 649-9467</p> <p>CONSULTING ENGINEERS LAND PLANNERS SURVEYORS</p> <p>323 Main Street P.O. Box 2664 Park City, Utah 84006-2664</p>	<p>STAFF:</p> <p>BRAYLON ROSE CHIP TOMSUDEN MARSHALL KING TYLER LEPORE THOMAS VAUGHN</p>	<p>EXISTING CONDITIONS & TOPOGRAPHIC MAP</p> <p>395 DEER VALLEY DRIVE</p> <p>BLOCK 65, PARK CITY SURVEY</p> <p>FOR: RON UNGER</p> <p>JOB NO.: 10-7-19</p> <p>FILE: X:\ParkCitySurvey\dwg\srv\topo2019\100719.dwg</p>	<p>SHEET</p> <p>1</p> <p>OF</p> <p>1</p>
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395 Deer Park Ave- front - looking northwesterly



395 Deer Park Ave - front - looking northerly



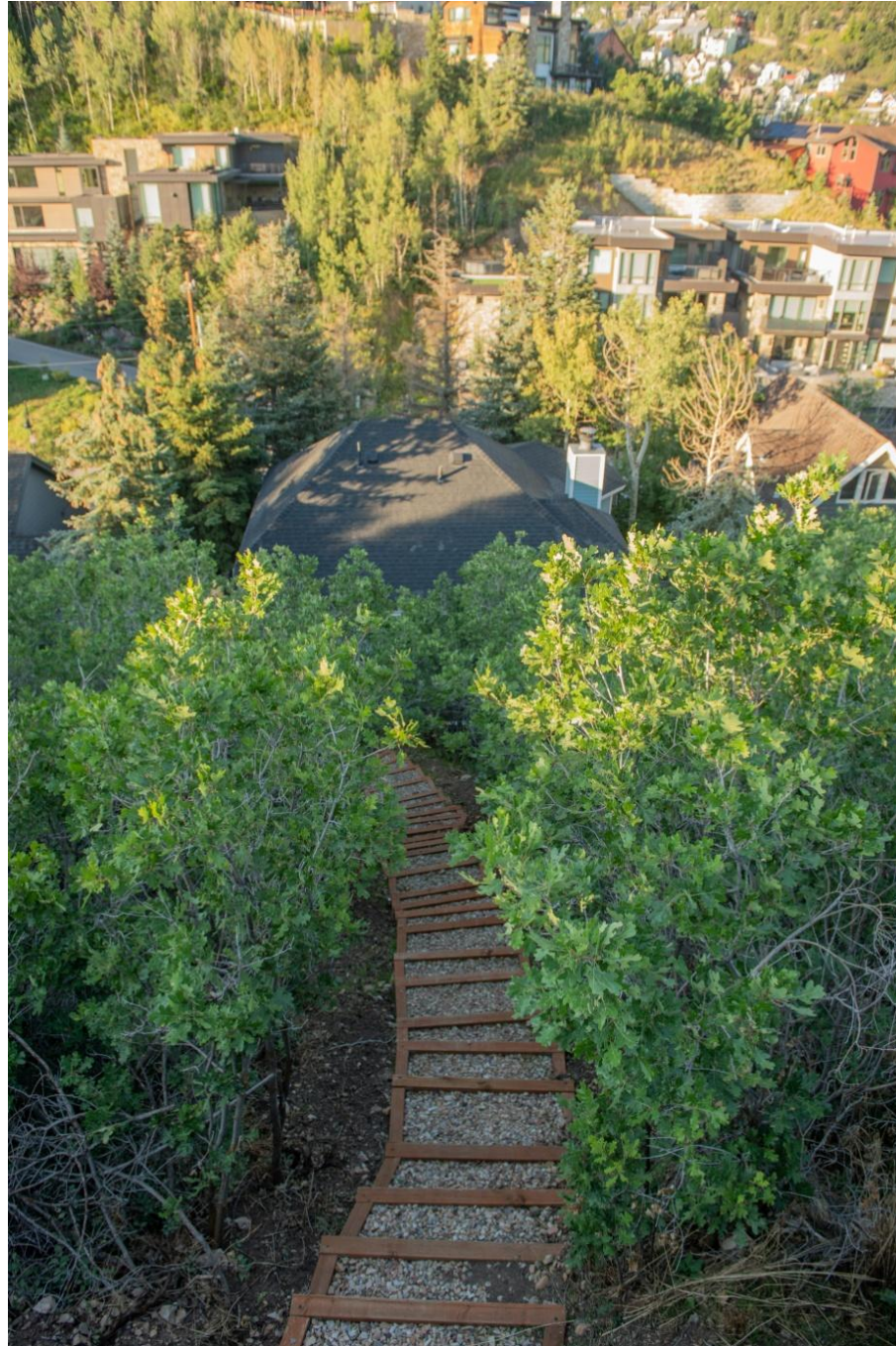
395 Deer Park Ave - front - looking northeasterly



395 Deer Park Ave - rear - looking southwesterly



395 Deer Park Ave - rear - looking southeasterly



395 Deer Park Ave - rear - looking southerly

City Council Staff Report



Subject: 958 Woodside Avenue Plat Amendment
Application: PL-23-05561
Author: Spencer Cawley, Planner II
Date: August 22, 2023
Type of Item: Administrative – Plat Amendment

Recommendation

(I) Review the 958 Woodside Avenue Plat Amendment, (II) hold a public hearing, and (III) consider approving Ordinance No. 2023-39, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in the Draft Ordinance (Exhibit A).

Description

Applicant: Richard and Joan Keiser
Park City Surveying, Applicant Representative
Location: 958 Woodside Avenue
Zoning District: Historic Residential – 1
Adjacent Land Uses: Multi-Unit Dwellings and Single-Family Dwellings
Reason for Review: Plat Amendments require Planning Commission recommendation and City Council action¹

HDDR Historic District Design Review
HPB Historic Preservation Board
HR-1 Historic Residential – 1
LMC Land Management Code
SFD Single-Family Dwelling

Terms that are capitalized as proper nouns throughout this staff report are defined in LMC § [15-15-1](#).

Summary

958 Woodside Avenue is in the Historic Residential – 1 (HR-1) Zoning District and consists of Lot 19, Lot 20, and the north half of Lot 21, Block 3 of the Snyders Addition to Park City. Lot 19 and Lot 20 are traditional Old Town Lots, each 25 by 75 feet, or 1,875 square feet. The Applicant's historic property ownership also includes Lot 21, half of an Old Town Lot, for a total Lot size of 4,687.5 square feet. The Applicant originally proposed



Figure 1: 958 Woodside Avenue Street View

¹ LMC [§ 15-7.1-2\(B\)](#)

combining the two-and-a-half Old Town Lots into one Lot. However, the Planning Commission is reviewing a potential maximum Lot Size for Historic Residential Districts of no more than combinations of two Old Town Lots (3,750 total square feet). Pursuant to Planning Commission direction, on May 10, 2023, staff issued a [Pending Ordinance](#) creating a maximum Lot combination of 3,750 square feet for the HR – 1 Zoning District. As a result, the Applicant revised their Application and now proposes to combine their two-and-a-half Old Town Lots into two Lots rather than one Lot. The Area of proposed Lot 1 will contain 1,875 square feet and the Area of proposed Lot 2 will contain 2,812.5 square feet. Existing Lot lines run under the non-historic Single-Family Dwelling (SFD), built in 1972. See Exhibit B for the Site survey.

On April 26, 2023, the Planning Commission reviewed the Applicant's original proposal to create one Lot pursuant to Land Management Code (LMC) [§ 15-2.2-1\(D\)](#). However, some of the Commissioners expressed concerns regarding the combination of two and one-half Lots and continued the discussion to a date uncertain ([Staff Report](#); [Meeting Minutes](#)). Since that time, the Applicant modified the original plat amendment to combine the three Lots into two Lots, each under 3,570 square feet. Lot 1 will remain known as 958 Woodside Avenue, and Lot 2 will be known as 954 Woodside Avenue.

On July 12, 2023, the Planning Commission was scheduled to review the application, but continued the review and the public hearing to July 26, 2023, because a quorum was not present for the item ([Meeting Audio](#)).

On July 26, 2023, the Planning Commission reviewed the 958 Woodside Avenue Plat Amendment, held a public hearing, and forwarded a unanimous positive recommendation for City Council's consideration ([Staff Report](#), [Meeting Audio](#)).

Analysis

(I) The proposal complies with LMC Chapter 15-2.2 Historic Residential -1 Zoning District Requirements.

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

- A. preserve present land Uses and character of the Historic residential Areas of Park City;
- B. encourage the preservation of Historic Buildings and/or Structures;
- C. encourage construction of Historically Compatible Structures that contribute to the character and scale of the Historic District and maintain existing residential neighborhoods;
- D. encourage single family Development on combinations of 25' x 75' Historic Lots;
- E. define Development parameters that are consistent with the General Plan policies for the Historic core; and
- F. establish Development review criteria for new Development on Steep Slopes which mitigate impacts to mass and scale and the environment.²

² LMC [§ 15-2.2-1](#)

Single-Family Dwellings are an Allowed Use in the HR-1 Zoning District.³

The table below outlines the HR-1 Zoning District Lot and Site Requirements established in LMC [§ 15-2.2-3](#):

Requirement	Analysis of Updated Proposal
Minimum Lot Size: 1,875 for square feet	<p>Complies.</p> <p>Lot 1: 1,875 square feet Lot 2: 2,812.5 square feet</p> <p>The existing non-historic Structure straddles Lot lines and will be demolished prior to plat recordation.</p> <p>Condition of Approval 6. The Structure shall be demolished prior to recordation of the Plat.</p>
Minimum Lot Width: 25 feet	<p>Complies.</p> <p>Lot 1: 25 feet Lot 2: 37.5 feet</p>
Maximum Building Footprint = (Lot Area/2) x 0.9 ^{Lot Area/1875} 1,801 square feet	<p>The existing SFD has a Building Footprint of 913 square feet.</p> <p>Based on the proposed two Lot Plat Amendment, the Maximum Building Footprint is 843.75 square feet for Lot 1 and 1,200.67 square feet for Lot 2.</p> <p>Condition of Approval 5. The plat shall note the Maximum Building Footprint for Lot 1 and Lot 2.</p>
Front and Rear Setbacks: 10 ft each, or 20 ft total	<p>Complies. The existing Structure complies with front and rear setbacks: Front setback: 19 feet Rear setback: 23 feet</p> <p>New construction will be required to comply.</p>
Side Setbacks: Three feet for Lot Width up to 25 feet and	<p>Complies. The existing Structure complies with side setbacks: West Side setback: 5 feet</p>

³ LMC [§ 15-2.2-2\(A\)\(1\)](#)

Three feet for Lot Width up to 37.5 feet.	East Side setback: 29 feet New construction will be required to comply.
Building Height: 27 feet	The existing non-compliant Structure is 32 feet high from Existing Grade. Condition of Approval 6. The Structure shall be demolished prior to recordation of the Plat. Condition of Approval 7. New construction on Lot 1 and Lot 2 shall be consistent with the LMC in effect at the time of Building Permit application.

Site Compatibility with Surrounding Neighborhood and Nearby Lots

The proposed Plat Amendment of Lots 19, 20, and the North Half of 21 at 958 Woodside Avenue will create two Lots, smaller in scale. The original proposal combined these Lots into one Lot with an area of 4,687.5 square feet, which the Planning Commission deemed incompatible with the neighborhood. Nearby Lots that contain Single-Family Dwellings include (see image below and Exhibit C):

- 962 Woodside Avenue with 3,719.8 square feet;
- 950 Woodside Avenue with 3,049 square feet;
- 948 Woodside Avenue with 1,742 square feet;
- 946 Woodside Avenue with 1,742 square feet; and,
- 944 Woodside Avenue with 2,613 square feet.



Figure 2: Woodside Avenue Streetscape

Several Condominium Lots are in the vicinity of 958 Woodside Avenue. The proposed Plat Amendment creates Lots more in scale with the SFD streetscape, the surrounding properties in Old Town, and the historic 25-foot by 75-foot Old Town Lots.

Structure Requirements

In addition to the consistency with surrounding Lot sizes, amending the Lots at 958 Woodside Avenue to create two Lots will allow for Maximum Building Footprints in-scale with the neighborhood. Two off-street Parking Spaces for each Lot will be required for

new SFDs.

The Building Footprint formula in LMC [§ 15-2.2-3](#) allows for a maximum Building Footprint of 843.75 for Lot 1 and 1,200.67 square feet for Lot 2 for a total of 2,044.42 square feet.⁴

Currently, the site does not have access to Off-Street Parking Spaces. Since the site was developed in 1972, the owners and tenants of this property have utilized City ROW for parking. The Plat Amendment will require new development to comply with parking requirements in effect in the LMC at the time of building permit application and will result in the Off-Street Parking Spaces on site. A Condition of Approval for this Plat Amendment is that any development of either Lot shall adhere to the LMC requirements, including the number of required Off-Street Parking Spaces (**Condition of Approval 7**).

Architectural Review LMC § 15-2.2-9

Prior to issuance of a Building Permit for any Conditional or Allowed Use, the Planning Department shall review the proposed plans for compliance. Any proposed Structure of future development on this site shall require the Applicant to submit a Historic District Design Review Application to the Planning Department for review and Compliance with LMC [§ 15-13-8](#) Design Guidelines For New Residential Infill Construction In Historic Districts. (See **Condition of Approval 8**).

Significant Vegetation

LMC Chapter [15-5 Architectural Review](#) requires new development to preserve Significant Vegetation. Though this would be revisited upon review of a Building Permit, this site has existing vegetation that appears to consist of invasive species and small plants. **Condition of Approval 9** states that prior to redevelopment, the Applicant must provide a survey of Significant Vegetation and submit a landscape plan that justifies replacement of the vegetation as outlined in LMC [§ 15-5-5\(N\)](#).

(II) The proposal complies with LMC § 15-7.1-3(B) *Plat Amendment*.

Plat amendments are reviewed according to LMC [§ 15-7.1-3\(B\)](#), and approval requires a finding of Good Cause and a finding that no Public Street Right- of-Way, or easement is vacated or amended.

A. There is Good Cause for this Plat Amendment because it resolves an existing non-conformity and the HR – 1 Zoning District Character is retained.

LMC [§ 15-15-1](#) defines Good Cause as “[p]roviding positive benefits and mitigating negative impacts, determined on a case-by-case basis to include such things as: providing public amenities and benefits, resolving existing issues and non-conformities, utilizing best planning and design practices,

⁴ LMC [§ 15-2.2-3\(E\)](#) Maximum Building Footprint = ([Lot Area]/2) x 0.9[Lot Area]¹⁸⁷⁵

preserving the character of the neighborhood and of Park City and furthering the health, safety, and welfare of the Park City Community.”

The existing SFD was built in 1972 over the Lot Line platted between Lots 19 and 20 of Snyder’s Addition with a deck that was constructed over the Lot Line platted between Lots 20 and 21 (Exhibit B). Approval of the Plat Amendment requires the non-historic Structure to be demolished prior to recordation of the Plat Amendment. All future development shall comply with the code in effect at the time of Building Permit Application and will provide two on-site parking spaces for each new SFD (**Condition of Approval 6**).

LMC § [15-2.2-1](#) states that the purposes of the HR – 1 Zoning District include encouraging single family Development on combinations of 25' x 75' Historic Lots. The proposed Plat Amendment creates a 1,875-square-foot Lot and a 2,812.5-square-foot Lot and preserves the historic SFD streetscape. Additionally, Development on these Lots will maintain the transition in use from the existing Condominiums to adjacent Historic Properties.

New development on Lots 1 and 2 will be required to follow the Historic District Design Review Guidelines as outlined in LMC [§ 15-13-8](#). (**Condition of Approval 10**.)

B. No Public Street or Right-of-Way is vacated or amended.

Access to the Lots is from Woodside Avenue. The Applicant’s proposal does not vacate or amend any portion of the platted ROW.

C. No easements are vacated or amended.

(III) The Development Review Committee⁵ met on March 7, 2023, and requires Conditions of Approval

The Development Review Committee noted that the existing private lateral wastewater line is shared with 950 Woodside Avenue and crosses 962 Woodside Avenue, out to 10th Avenue. Any development on Lot 1 or Lot 2 will require wastewater service be routed to Woodside Avenue, which will include the installation of an injector waste pump (See **Condition of Approval 11**).

The private lateral easement for the benefit of 950 Woodside Avenue will expire once the building at 950 Woodside Avenue undergoes a major remodel or renovation. The proposed plat includes a private sewer lateral for the benefit of 950 Woodside Avenue and addressed in proposed plat note 3B.

⁵ The Development Review Committee meets the first and third Tuesday of each month to review and provide comments on Planning Applications, including review by the Building Department, Engineering Department, Sustainability Department, Transportation Planning Department, Code Enforcement, the City Attorney’s Office, Local Utilities including Rocky Mountain Power and Dominion Energy, the Park City Fire District, Public Works, Public Utilities, and the Snyderville Basin Water Reclamation District (SBWRD).

Department Review

The Planning Department, Engineering Department, and City Attorney's Office reviewed this report.

Notice

Staff published notice on the City's website and the Utah Public Notice website, mailed courtesy notice to property owners within 300 feet, and posted notice to the property on June 28, 2023. The *Park Record* published notice on June 28, 2023.⁶

Public Input

Public input was received at the April 26, 2023, Planning Commission Meeting.⁷ The input is regarding the original one Lot proposal.

Alternatives

- The City Council may adopt Ordinance No. 2023-39; or
- The City Council may deny Ordinance No. 2023-39 and direct Staff to make Findings for this Decision; or
- The City Council may continue the discussion to a date certain.

Exhibits

Exhibit A: Draft Ordinance 2023-39 and Proposed Plat
Exhibit B: 958 Woodside Avenue Survey
Exhibit C: Woodside Avenue Streetscape Visual
Exhibit D: Project Description

⁶ LMC [§ 15-1-21](#)

⁷ Planning Commission [Meeting Minutes](#), p. 7

Ordinance No. 2023-39

**AN ORDINANCE APPROVING THE 958 WOODSIDE AVENUE PLAT AMENDMENT,
LOCATED AT 958 WOODSIDE AVENUE, PARK CITY, UTAH**

WHEREAS, the owners of the property located at 958 Woodside Avenue petitioned the City Council for approval of the 958 Woodside Avenue Plat Amendment; and

WHEREAS, on April 11, 2023, notice was published in the *Park Record* and on the City and Utah Public Notice websites; and

WHEREAS, on April 11, 2023, courtesy notice was mailed to property owners within 300 feet of 958 Woodside Avenue; and

WHEREAS, on April 26, 2023, the Planning Commission reviewed the application and held a public hearing; and

WHEREAS, on April 26, 2023, the Planning Commission continued the public hearing to a date uncertain;

WHEREAS, on June 28, 2023, notice was published in the *Park Record* and on the City and Utah Public Notice websites; and

WHEREAS, on June 28, 2023, courtesy notice was mailed to property owners within 300 feet of 958 Woodside Avenue; and

WHEREAS, on July 12, 2023, a quorum of the Planning Commission was not present and the the public hearing continued to July 26, 2023,

WHEREAS, on July 26, 2023, the Planning Commission forwarded a positive recommendation for City Council's consideration on August 22, 2023; and

WHEREAS, on August 22, 2023, the City Council reviewed the proposed Plat Amendment and held a public hearing; and

WHEREAS, the plat is consistent with the Park City Land Management Code including § 15-7.1-3(B), § 15-12-15(B)(9), and Chapters 15-2.2 and 15-7.

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

SECTION 1. APPROVAL. The 958 Woodside Avenue Plat Amendment, located at 958 Woodside Avenue, as shown in Attachment 1, is approved subject to the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. The property is located at 958 Woodside Avenue.

2. The property is listed with Summit County as parcel numbers SA-17-A and SA-18 and consists of Lots 19, 20, and the North half of Lot 21 in the Snyder's Addition.
3. The property is in the Historic Residential-1 (HR-1) Zoning District.
4. The Applicant seeks to create two Lots of record.
5. Lot 1 will remain 958 Woodside Avenue, and Lot 2 will be 954 Woodside Avenue.
6. The site contains an existing Non-Historic Structure built in 1972 that straddles lot lines.
7. The current minimum Lot Size in the HR-1 Zoning District is 1,875 square feet. The Proposed Lot 1 is 1,875 square feet and Lot 2 is 2,182.5 square feet.
8. The current minimum Lot Width in the HR-1 Zoning District is 25 feet. The Proposed Lot 1 is 25 feet wide and Lot 2 is 32.5 feet wide.
9. No remnant Parcels are created with this Plat Amendment.
10. The Proposed Lot Sizes are consistent with adjacent Single-Family Dwelling Lots.
11. The Building Footprint of the existing Structure is 913 square feet.
12. Proposed Lot 1 will have a Maximum Building Footprint of 843.75 square feet and proposed Lot 2 will have a Maximum Building Footprint of 1,200.67 square feet.
13. A Single-Family Dwelling is an allowed Use in the HR-1 Zoning District.
14. The Front and Rear Setback is ten feet each. The existing Structure is set back 19 feet from the Front Property line and 23 feet from the Rear Property line.
15. The Side Setback is three feet each side. The existing Structure is set back five feet from the west Property line and 29 feet from the east Property line.
16. The HR-1 Zoning District height is 27 feet from existing grade. The existing Structure is non-complying and has a height of 37 feet. The non-complying Structure will be demolished prior to plat recordation with Summit County.
17. Each Lot requires two off-street Parking Spaces.
18. There is Good Cause for this Plat Amendment because it resolves an existing non-conformities including a structure that straddles lot lines, a deck that straddles lot lines, and a Structure that exceeds Zoning District maximum height, present Land Uses and the Character of the HR – 1 Zoning District are retained, no public street or Right-of-Way is vacated or amended, and no easement is vacated or amended.
19. Snyderville Basin Water Reclamation District notes that the existing private lateral wastewater line is shared with 950 Woodside Avenue and crosses 962 Woodside Avenue, out to 10th Avenue.
20. Notice was published on the City's website, the Utah Public Notice website, mailed courtesy notices to property owner within 300 feet, and posted notice to the property on June 28, 2023.
21. The *Park Record* published notice on June 28, 2023.

Conclusions of Law

1. The Plat Amendment is consistent with the Park City Land Management Code, including LMC Chapter 15-2.2, *Historic Residential (HR-1) Zoning District*, and LMC § 15-7.1-3, *Plat Amendment*.

2. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
3. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval

1. The Planning Department, City Attorney, and City Engineer will review and approve the final form and content of the Plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The Applicant shall record the plat at the County within one (1) year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this Plat approval will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. The Plat shall note that fire sprinklers are required for all new construction.
4. A non-exclusive ten foot (10') public snow storage easement on Woodside Avenue shall be dedicated on the Plat.
5. The plat shall note the Maximum Building Footprint for Lot 1 is 843.75 square feet and Lot 2 is 1,200.67 square feet.
6. The non-historic Structure shall be demolished prior to recordation of the Plat.
7. Each Lot shall have a minimum of two Off-Street Parking spaces.
8. New construction on Lot 1 and Lot 2 shall be comply with the LMC in effect at the time of Building Permit application.
9. Prior to redevelopment, the applicant must provide a survey of significant vegetation and submit a landscape plan that justifies replacement of the vegetation as outlined in LMC § 15-5-5(N).
10. Any development on Lots 1 and 2 must undergo the Historic District Design Review process for compliance with LMC § 15-13-8 *Design Guidelines for Historic Districts and Historic Sites*.
11. Any development on Lot 1 or Lot 2 shall require wastewater service be routed to Woodside Avenue, which shall include the installation of an injector waste pump.
12. The Plat shall note that this Lot is subject to Ordinance 2023-39.
13. The Engineering Department shall review and approve all Lot grading, utility installation, public improvement, and drainage plans for compliance with City standards prior to issuance of any building permits.

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

PASSED AND ADOPTED this 22nd day of August, 2023.

PARK CITY MUNICIPAL CORPORATION

Nann Worel, MAYOR

ATTEST:

City Recorder

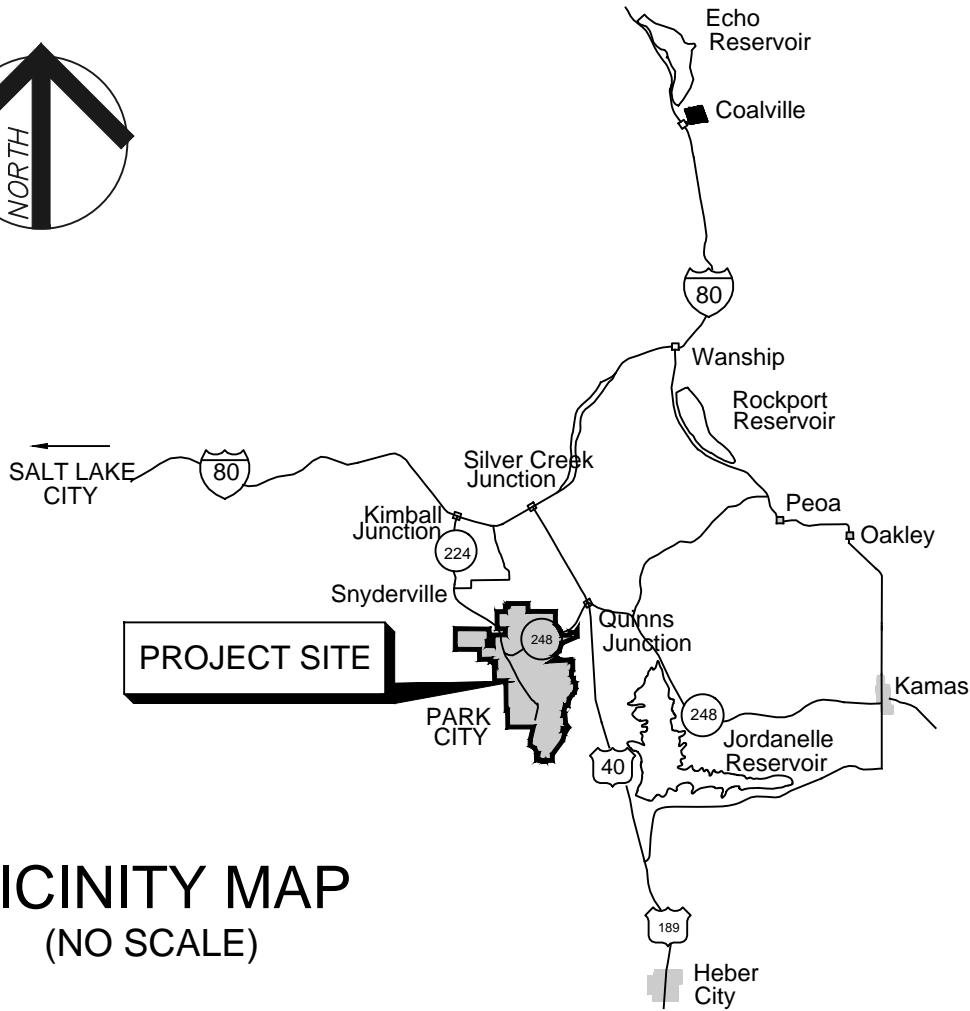
APPROVED AS TO FORM:

City Attorney's Office

Attachment 1 – Proposed Plat

958 WOODSIDE AVENUE SUBDIVISION

LOT 19, LOT 20 & THE NORTH HALF OF LOT 21 IN BLOCK 3 OF
THE SNYDERS ADDITION TO PARK CITY SUBDIVISION
LYING WITHIN THE NORTHEAST QUARTER OF
SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN
SUMMIT COUNTY, UTAH



VICINITY MAP
(NO SCALE)



GRAPHIC SCALE
1 INCH = 50 FEET
THIS MAP PRINTS TO SCALE
AT SIZE 24"X36" PAPER

LEGEND



FOUND STREET
MONUMENT

FOR SUBMISSION TO PARK CITY PLANNING
06-21-20233

PLAT NOTES

- SEE RECORD OF SURVEY S-11162, RECORDED 02/14/2023 IN THE OFFICE OF THE SUMMIT COUNTY RECORDER..
- THIS PLAT IS SUBJECT TO THE CONDITIONS OF APPROVAL OF ORDINANCE 2023-_____

LEGAL DESCRIPTION

LOT 19, LOT 20 & THE NORTH HALF OF LOT 21 IN BLOCK 3 OF THE SNYDERS ADDITION TO PARK CITY SUBDIVISION, ON FILE AND OF RECORD AT THE SUMMIT COUNTY, UTAH RECORDER'S OFFICE.

BEING MORE PARTICULARLY DESCRIBED AS:

A PARCEL OF LAND LYING WITHIN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN, SUMMIT COUNTY, UTAH.

BEGINNING AT A FOUND & ACCEPTED STREET CENTERLINE MONUMENT AT THE INTERSECTION OF PARK AVENUE WITH ELEVENTH STREET, BASIS OF BEARINGS BEING SOUTH 54°01'00" EAST 860.00 FEET BETWEEN FOUND STREET MONUMENTS AT THE INTERSECTION OF PARK AVENUE WITH ELEVENTH STREET AND PARK AVENUE WITH NINTH STREET;
THENCE SOUTH 54°01'00" WEST A DISTANCE OF 200.00 FEET;
THENCE SOUTH 35°59'00" EAST A DISTANCE OF 430.00 FEET;
THENCE SOUTH 35°59'00" EAST A DISTANCE OF 65.00 FEET;
THENCE NORTH 54°01'00" EAST A DISTANCE OF 25.00' TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 54°01'00" EAST A DISTANCE OF 75.00 FEET;
THENCE SOUTH 35°59'00" EAST A DISTANCE OF 62.50 FEET;
THENCE SOUTH 54°01'00" WEST A DISTANCE OF 75.00 FEET;
THENCE NORTH 35°59'00" WEST A DISTANCE OF 62.50 FEET TO THE TRUE THE POINT OF BEGINNING.

CONTAINS 4687.5 SQUARE FEET OR 0.108 ACRES.

CONTAINS 1 LOT.

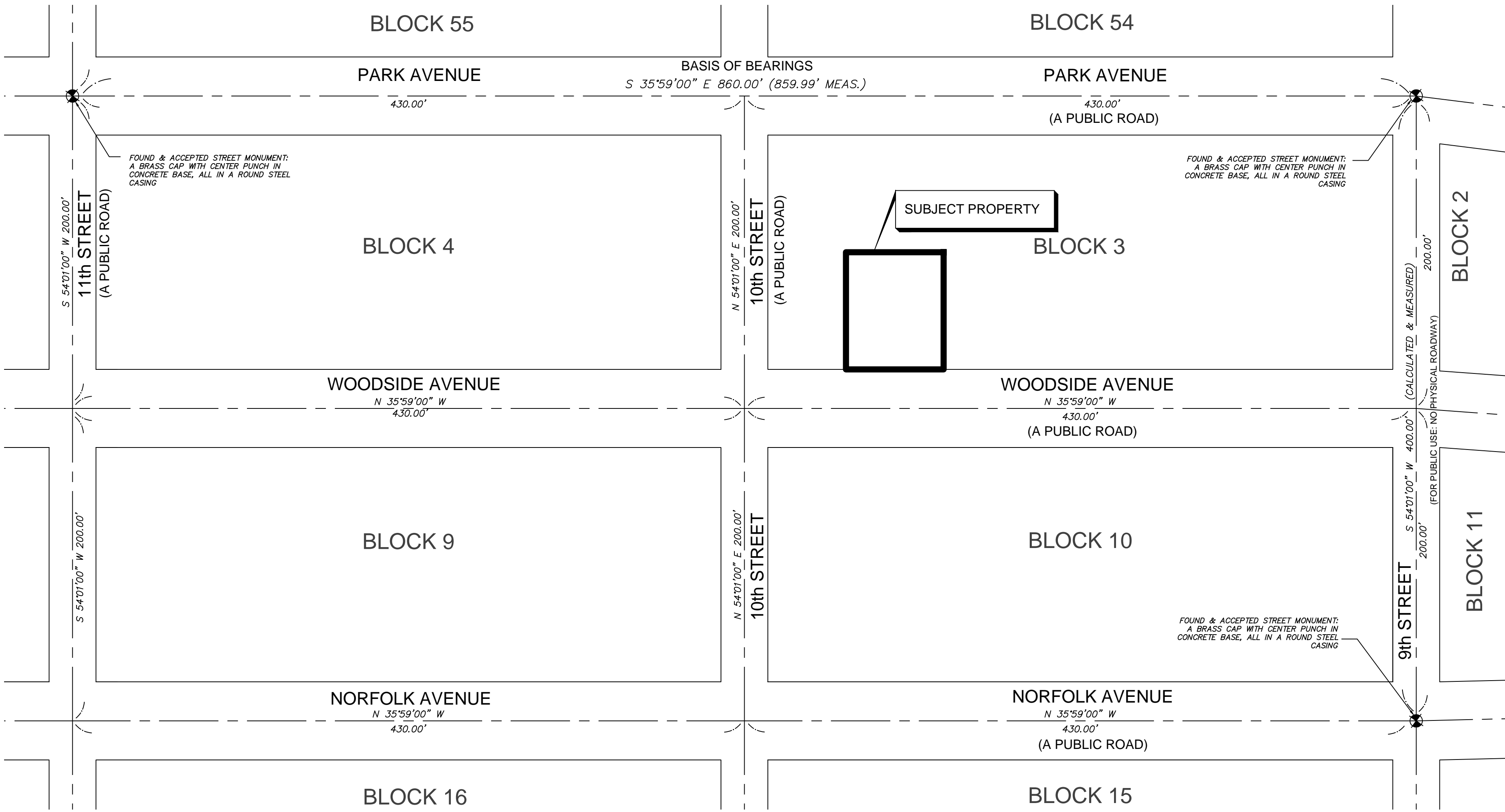
SURVEYOR'S CERTIFICATE

I, MARTINA NELSON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD LICENSE NUMBER 8910903 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT I HAVE COMPLETED A SURVEY AND HAVE REFERENCED A RECORD OF SURVEY MAP OF THE EXISTING PROPERTY BOUNDARIES IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED THE BOUNDARY LOCATIONS AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT.

I DO FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE SUBDIVIDED SAID PROPERTY INTO LOTS AND STREETS, HEREAFTER TO BE KNOWN AS "958 WOODSIDE AVENUE SUBDIVISION".

MARTINA NELSON
UTAH P.L.S. 8910903

FOR SUBMISSION TO
PARK CITY PLANNING
06-21-2023



OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT, RICHARD KEISER AND JOAN W. KEISER, THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, TO BE KNOWN HEREAFTER AS THE UNDERSIGNED OWNER(S) OF THE HEREIN DESCRIBED TRACT OF LAND KNOWN AS THE 958 WOODSIDE AVENUE SUBDIVISION, DO HEREBY CERTIFY THAT I HAVE CAUSED THIS PLAT TO BE PREPARED, AND DOES HEREBY CONSENT TO THE RECORDATION OF THIS PLAT.

ALSO, THE OWNER OR ITS REPRESENTATIVE, HEREBY IRREVOCABLY OFFERS FOR DEDICATION TO THE CITY OF PARK CITY ALL THE EASEMENTS SHOWN ON THIS PLAT AMENDMENT IN ACCORDANCE WITH AN IRREVOCABLE OFFER OF DEDICATION.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET OUR HAND THIS _____ DAY OF _____, 2023.

RICHARD KEISER

JOAN W. KEISER

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

ON THIS _____ DAY OF _____, 2023, RICHARD KEISER & JOAN W. KEISER, PERSONALLY APPEARED BEFORE ME, WHOSE IDENTITY IS PERSONALLY KNOWN TO ME (OR PROVEN ON THE BASIS OF SATISFACTORY EVIDENCE), AND WHO BY ME DULY SWORN/AFFIRMED, DID SAY THAT THEY ARE THE LANDOWNERS, AND THAT SAID DOCUMENT WAS SIGNED BY THEM, AND THEY ACKNOWLEDGED TO ME THAT THEY EXECUTED THIS "958 WOODSIDE AVENUE SUBDIVISION" PLAT AMENDMENT.

SIGNATURE _____

A NOTARY PUBLIC COMMISSIONED IN _____

PRINTED NAME _____

RESIDING IN _____

MY COMMISSION EXPIRES: _____

COMMISSION NUMBER _____

SHEET 1 OF 2
06/21/2023

**Park City
Surveying**
PO Box 682993
Park City, UT 84068
435-649-2918
WWW.PARKCITYSURVEY.COM

PUBLIC SAFETY ANSWERING POINT APPROVAL

APPROVED THIS _____ DAY OF _____, 2023.

BY: JEFF WARD, GIS DIRECTOR
SUMMIT COUNTY GIS COORDINATOR

COUNCIL APPROVAL & ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS ____ DAY OF _____, 2023.

MAYOR

PARK CITY PLANNING COMMISSION

APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISSION ON THIS ____ DAY OF _____, 2023.

CHAIRMAN

CERTIFICATE OF ATTEST

I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS ____ DAY OF _____, 2023

PARK CITY RECORDER

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS ____ DAY OF _____, 2023.

S.B.W.R.D.

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ____ DAY OF _____, 2023.

PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS ____ DAY OF _____, 2023.

PARK CITY ATTORNEY

RECORDED

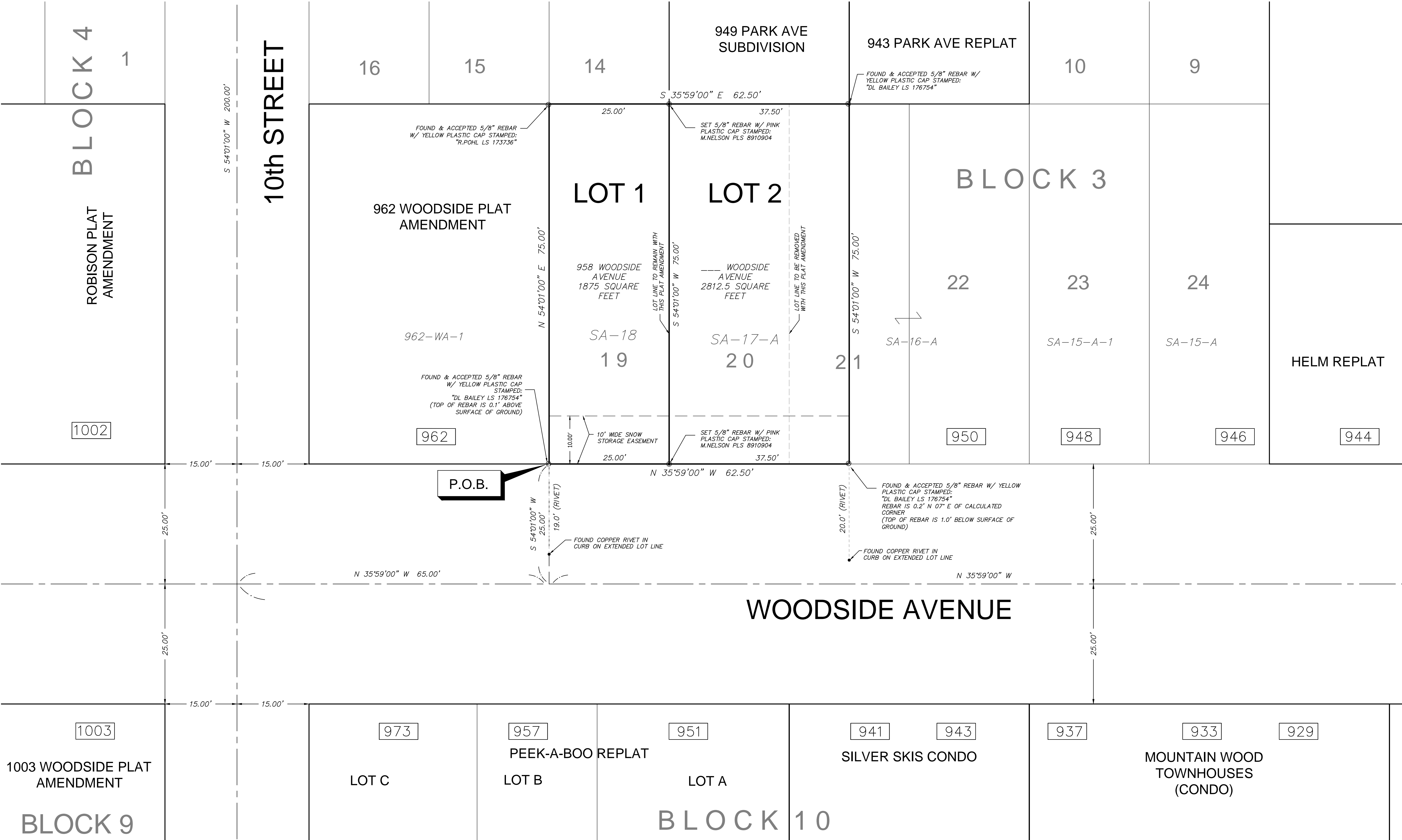
ENTRY NUMBER: _____
BOOK _____ PAGE: _____
STATE OF UTAH, COUNTY OF _____
DATE: _____ TIME: _____
FEE PAID: _____
RECORDED AND FILED AT THE REQUEST OF: _____

COUNTY RECORDER:

958 WOODSIDE AVENUE SUBDIVISION

LOT 19, LOT 20 & THE NORTH HALF OF LOT 21 OF BLOCK 3 OF
THE SNYDERS ADDITION TO PARK CITY SUBDIVISION
LYING WITHIN THE NORTHEAST QUARTER OF
SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN
SUMMIT COUNTY, UTAH

FOR SUBMISSION TO PARK CITY PLANNING
06-21-2023



GRAPHIC SCALE
1 INCH = 10 FEET
THIS MAP PRINTS TO SCALE
AT SIZE 24"X36" PAPER

LEGEND

- FOUND REBAR W/ CAP (AS DESCRIBED)
- SET 5/8" REBAR W/ PINK PLASTIC CAP STAMPED: "M.NELSON PLS 8910903"
- 123 ADDRESS
- SA-18 SUMMIT COUNTY PARCEL IDENTIFICATION
- 32 SNYDERS ADDITION ORIGINAL LOT NUMBER

FOR SUBMISSION TO
PARK CITY PLANNING
06-21-2023

SHEET 2 OF 2
06/21/2023

Park City Surveying
PO Box 682993
Park City, UT 84068
435-649-2918
WWW.PARKCITYSURVEY.COM

RECORDED

ENTRY NUMBER: _____
BOOK: _____ PAGE: _____
STATE OF UTAH, COUNTY OF _____
DATE: _____ TIME: _____
FEE PAID: _____
RECORDED AND FILED AT THE REQUEST OF: _____
COUNTY RECORDER: _____

THIS DRAWING SHALL REMAIN THE PROPERTY OF PARK CITY SURVEYING. NO PART THEREOF SHALL BE COPIED, DISCLOSED TO OTHERS OR USED IN CONNECTION WITH ANY WORK OR PROJECT FOR ANY PURPOSE OTHER THAN FOR THE SPECIFIC PROJECT FOR WHICH THIS MAP HAS BEEN PREPARED.

THE INFORMATION CONTAINED HEREON CANNOT BE COPIED, DUPLICATED, OR OTHERWISE EXPLOITED IN WHOLE OR IN PART WITHOUT THE EXPRESSED WRITTEN PERMISSION OF PARK CITY SURVEYING.

SURVEYOR'S CERTIFICATE

I, MARTINA NELSON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NUMBER 8910903, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; I FURTHER CERTIFY I HAVE PERFORMED A SURVEY ON THE HEREON DESCRIBED PROPERTY AND THAT TO THE BEST OF MY KNOWLEDGE IT IS A CORRECT REPRESENTATION OF THE LAND SURVEYED.



RECORD OF SURVEY & EXISTING CONDITIONS MAP

LOT 19, LOT 20 & THE NORTH HALF OF LOT 21 OF THE
SNYDERS ADDITION TO PARK CITY SUBDIVISION
LYING WITHIN THE NORTHEAST QUARTER OF
SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN
SUMMIT COUNTY, UTAH

NARRATIVE:

THE PURPOSE OF THIS SHEET IS TO SHOW THE BOUNDARY INFORMATION.

ANY FOUND LOT CORNER EVIDENCE MORE THAN 0.10 FROM THE CALCULATED CORNER POSITIONS ARE NOTED AS OUT OF POSITION USING A BEARING & DISTANCE NOTE.

SANITARY SEWER EASEMENTS SHOWN HEREON ARE PER TITLE REPORT 29975, EFFECTIVE DATE APRIL 14, 2022 AT 8:00 AM. ISSUED BY COALITION TILE, PARK CITY, UTAH.

ENTRY 353694, BOOK 644 PAGE 645, RECORDED FEBRUARY 05, 1992.
BENEFITS 958 WOODSIDE AVENUE BUT NO PARTS OF THIS RECORDED EASEMENT ARE CURRENTLY IN USE. THIS SANITARY SEWER EASEMENT IS DESCRIBED SO VAGUELY, IT'S DIFFICULT TO TELL THE INTENTION. PARK CITY SURVEYING COMMUNICATED WITH THE SNYDERVILLE BASIN WATER RECLAMATION DISTRICT AND ALLIANCE ENGINEERING (ALLIANCE ENGINEERING BEING A LONG-STANDING EXPERT ON OLD TOWN PROPERTY ISSUES) ON THE POSSIBLE LOCATIONS AND CONFIGURATION OF THE 4 SEPARATE EASEMENTS CONTAINED WITHIN ENTRY 353694.

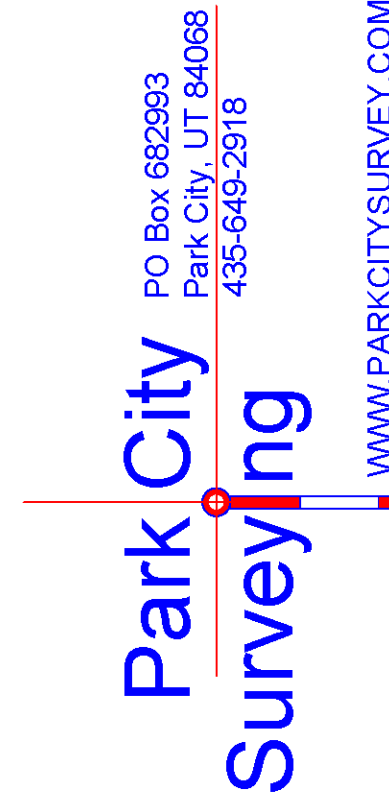
THIS EASEMENT ENTRY 353694 WAS ABANDONED USING ENTRY 1199856, BOOK 2769 PAGE 1167, RECORDED 01/19/2023 IN THE OFFICE OF THE SUMMIT COUNTY RECORDER. SEE ALSO AFFIDAVIT CORRECTION, ENTRY 1200533, BOOK 2771 PAGE 0476, RECORDED 02/07/2023.

ENTRY 1172940, BOOK 2891 PAGE 1767, RECORDED 09/13/2021.

BENEFITS 958 WOODSIDE AVENUE.
THIS EASEMENT IS DESCRIBED USING ONLY A HAND-DRAWN SKETCH. THERE IS NOT ENOUGH INFORMATION TO PLOT THIS EASEMENT. REFER TO THE SKETCH IN THE RECORDED EASEMENT.

ENTRY 1172941, BOOK 2891 PAGE 1770, RECORDED 09/13/2021.

BENEFITS 950 WOODSIDE AVENUE.
THIS EASEMENT IS DESCRIBED USING ONLY A HAND-DRAWN SKETCH. THERE IS NOT ENOUGH INFORMATION TO PLOT THIS EASEMENT. REFER TO THE SKETCH IN THE RECORDED EASEMENT.



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SURVEYED BY:
MN
DRAFTED BY:
MN
CHECKED BY:
KR
DATE:
DECEMBER 20, 2022

RECORD OF SURVEY & EXISTING CONDITIONS MAP
LOT 19, 20 & NORTH HALF OF 21
SNYDERS ADDITION TO PARK CITY SUBDIVISION

DWG: 958 WOODSIDE ROS-ASB.dwg

FOR: RICHARD & JOAN KEISER

SHEET 2 OF 3

S0011162 B: 0003 P: 0625
Page 2 of 3
Rhonda Francis, Summit County Utah Recorder
02/14/2023 09:05:46 AM Fee \$120.00
By PARK CITY SURVEYING
Electronically Recorded by Simplifile

BLOCK 55

TOWN POINTE
CONDOS

BLOCK 54
PARK STATION CONDOS

PARK AVENUE
(A PUBLIC ROAD)

S 35°59'00" E 430.00'

FOUND & ACCEPTED STREET
MONUMENT:
A BRASS CAP IN CONCRETE BASE, ALL
IN A ROUND STEEL CASING

1001

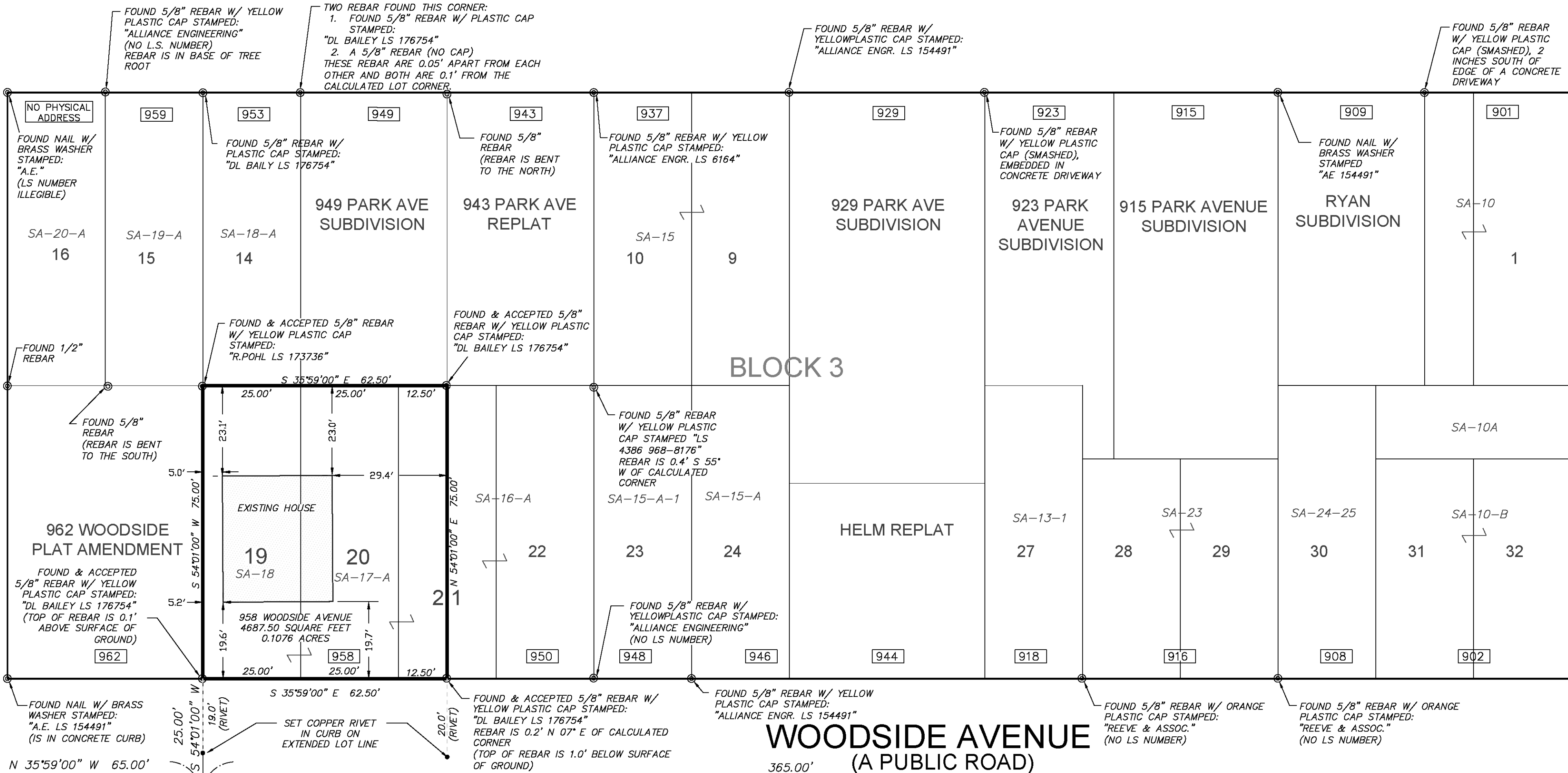
1

BLOCK 4
ROBISON PLAT
AMENDMENT

1002

10th STREET
S 54°01'00" W 200.00'

(A PUBLIC ROAD)



PARKWOOD CONDO
(PARK PHASE)

BLOCK 2

PARKWOOD CONDO
(WOODWARD
PHASE)



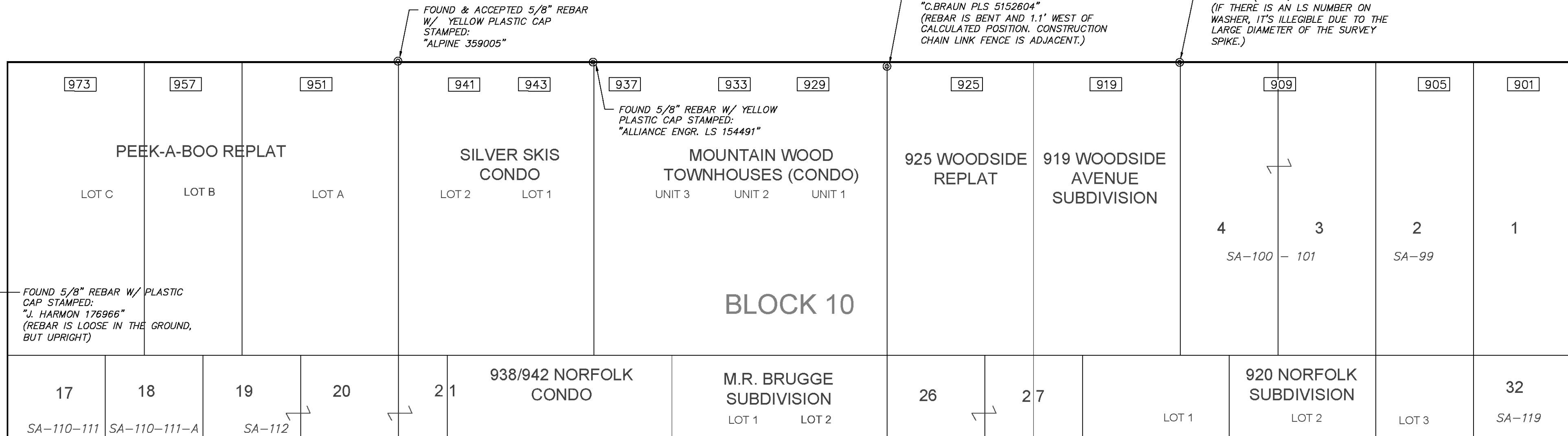
GRAPHIC SCALE
1 INCH = 20 FEET
THIS MAP PRINTS TO SCALE
AT SIZE 24"x36" PAPER

LEGEND

- FOUND STREET MONUMENT
- FOUND REBAR W/ CAP (AS DESCRIBED)
- ADDRESS
- SA-18 SUMMIT COUNTY PARCEL IDENTIFICATION
- 32 SNYDERS ADDITION ORIGINAL LOT NUMBER

1003

BLOCK 9
1003 WOODSIDE PLAT
AMENDMENT



839 WOODSIDE
PLAT AMENDMENT

BLOCK 11

RECORD OF SURVEY & EXISTING CONDITIONS MAP

LOT 19, LOT 20 & THE NORTH HALF OF LOT 21 OF THE
SNYDERS ADDITION TO PARK CITY SUBDIVISION
LYING WITHIN THE NORTHEAST QUARTER OF
SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN
SUMMIT COUNTY, UTAH

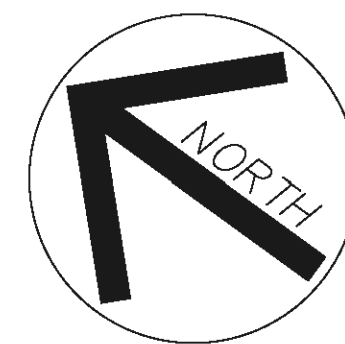
NARRATIVE:

THE PURPOSE OF THIS SHEET IS TO SHOW THE TOPOGRAPHIC DETAILS.

CONTOURS SHOWN ARE AT 2' (TWO) INTERVALS.

SEE SHEET 2 FOR BOUNDARY RELATED DETAILS (FOUND LOT CORNER INFORMATION).

THE SANITARY SEWER LATERALS SHOWN IN THE REAR (NORTH PORTION) OF THE PROJECT WERE FIELD LOCATED USING SONDE TECHNOLOGY. PARK CITY SURVEYING CONTRACTED WITH ROTO-ROOTER OF SALT LAKE CITY FOR THIS PLUMBING FIELD WORK. THE GROUND SURFACE MARKINGS BY ROTO-ROOTER WERE THEN IMMEDIATELY FIELD LOCATED BY PARK CITY SURVEYING.



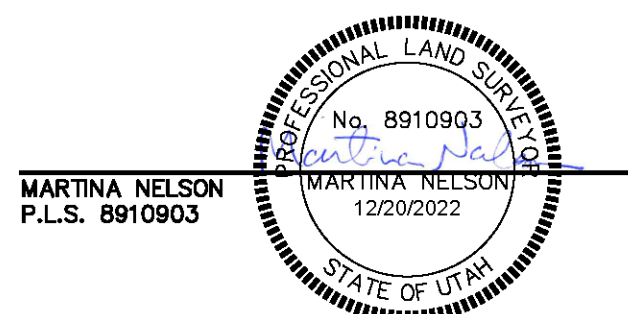
GRAPHIC SCALE
1 INCH = 10 FEET
THIS MAP PRINTS TO SCALE
AT SIZE 24"X36" PAPER

LEGEND

- FOUND REBAR W/ CAP (SEE SHEET 2 FOR DETAILS)
- 19 ORIGINAL SNYDERS ADDITION LOT NUMBER
- EXISTING GROUND ELEVATION
- ROOF PEAK OR RIDGE ELEVATION
- FIRE HYDRANT
- WATER VALVE
- GAS VALVE
- WATER MANHOLE
- SANITARY SEWER MANHOLE
- STORM DRAIN MANHOLE
- UTILITY LATERAL
- CATCH BASIN
- WATER METER
- ELECTRIC METER
- GAS METER
- ELECTRIC BOX/TRANSFORMER
- SEWER CLEAN OUT
- UTILITY POLE
- SIGN
- LANDSCAPING
- FENCE
- RETAINING WALL (RAILROAD TIES UNLESS OTHERWISE DESCRIBED)
- OVERHEAD ELECTRIC (& OTHER OVERHEAD UTILITIES)
- SANITARY SEWER LINE
- TREE DIAMETER SHOWN TO EDGE OF DRIPLINE
- DECIDUOUS TREE

SURVEYOR'S CERTIFICATE

I, MARTINA NELSON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NUMBER 8910903, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT. I FURTHER CERTIFY I HAVE PERFORMED A SURVEY ON THE HEREON DESCRIBED PROPERTY AND THAT TO THE BEST OF MY KNOWLEDGE IT IS A CORRECT REPRESENTATION OF THE LAND SURVEYED.



S0011162 B: 0003 P: 0625
Page 3 of 3
Rhonda Francis, Summit County Utah Recorder
02/14/2023 09:05:46 AM Fee \$120.00
By PARK CITY SURVEYING
Electronically Recorded by Simplifile

RECORD OF SURVEY & EXISTING CONDITIONS MAP
LOT 19, 20 & NORTH HALF OF 21
SNYDERS ADDITION TO PARK CITY SUBDIVISION

FOR: RICHARD & JOAN KEISER

DWG: 958 WOODSIDE ROS-ASB.dwg

SHEET 3 OF 3

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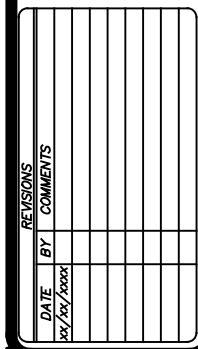
SURVEYED BY:
MN
DRAFTED BY:
MN
CHECKED BY:
KR
DATE:
DECEMBER 20, 2022



**Park City
Surveying**

PO Box 682983
Park City, UT 84068
435-649-2918

WWW.PARKCITYSURVEY.CO

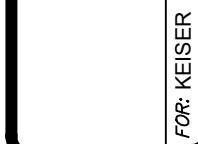


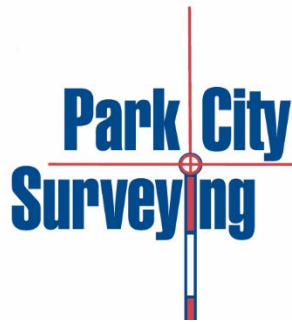
958 WOODSIDE AVENUE PLAT
AMENDMENT PROJECT
STREETSCAPE PERSPECTIVES

FOR: KEISER

DWG: STREETSCAPES 958 WOODSIDE

958 WOODSIDE AVENUE PLAT
AMENDMENT PROJECT
STREETSCAPE PERSPECTIVES





P.O. Box 682993
Park City, UT 84068
(435)649-2918
(435)649-4637 fax

PLAT AMENDMENT
958 Woodside Avenue
Park City, UT 84060

Lot 19, Lot 20 & the North half of Lot 21, all in Block 3 of the Snyders Addition to Park City

06/23/2023

Project Description

The landowners of 958 Woodside Avenue in Old Town (Park City) wish to combine the parcels they own into two new lots of record.

- The current landowners are Richard & Joan Keiser.
- There is an existing non-historic home on the property (Built in 1972)

Good Cause

- As is typical in Old Town, when property improvements are anticipated, Park City Land Management Code requires that single lots be combined into one or more new lots of record via a Plat Amendment, as in this instance.
- No boundaries along the side or rear lot lines, or road frontages are changing.
- No physical or platted roadways or easements will be affected.

Respectfully,

Martina Nelson, P.L.S., Owner
Park City Surveying
Email: martina@pcsurveying.com
Office 435-649-2918

Council Agenda Item Report

Meeting Date: August 22, 2023

Submitted by: Michelle Kellogg

Submitting Department: Planning

Item Type: Staff Report

Agenda Section: NEW BUSINESS

Subject:

Consideration to Approve Ordinance No. 2023-40, an Ordinance Approving the 2411 Country Lane and 28 Payday Drive Plat Amendment, Located at 2411 Country Lane and 28 Payday Drive, Summit County, Park City, Utah

(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[2411 Country Lane & 28 Payday Drive Staff Report](#)

[Exhibit A: Draft Ordinance and Proposed Plat](#)

[Exhibit B: Ordinance 13-38](#)

[Exhibit C: Lot 4 Potential Building Envelope](#)

[Exhibit D: Ordinance 13-06](#)

[Exhibit E: Richards/PCMC Annexation Plat](#)

[Exhibit F: 2014 LMC 15-2.11 SF Zone](#)

[Exhibit G: SLO Documents](#)

[Exhibit H: Survey of Existing Conditions](#)

[Exhibit I: Thaynes Creek Ranch Estates Subdivision - Phase 1](#)

City Council Staff Report



Subject: 2411 Country Lane and 28 Payday Drive
Application: PL-23-05607
Author: Jack Niedermeyer
Date: August 22, 2023
Type of Item: Plat Amendment

Recommendation

(I) Review the proposed 2411 Country Lane and 28 Payday Drive Plat Amendment; (II) conduct a public hearing; and (III) consider approving the Plat Amendment based on the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in Ordinance No. 2023-40 (Exhibit A).

Description

Applicant: Tyler W. Walton
Location: 2411 Country Lane and 28 Payday Drive
Zoning District: Single-Family (SF)
Adjacent Land Uses: Residential, Urban Parks, Open Space
Reason for Review: City Council reviews and takes final action on Plat Amendments¹

LMC Land Management Code
SF Single-Family
SLO Sensitive Land Overlay
SFD Single-Family Dwelling

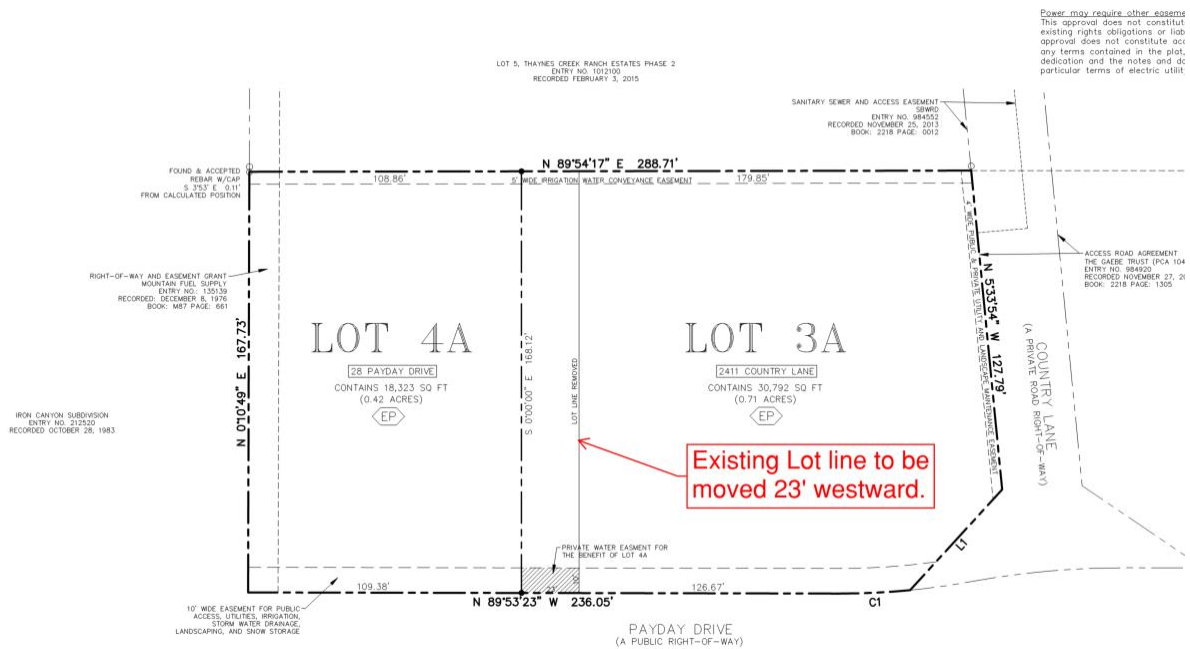
Terms that are capitalized as proper nouns throughout this staff report are defined in LMC § [15-15-1](#).

Background

Application PL-23-05607 is for a Plat Amendment that moves the Lot Line between Lot 3 (2411 County Lane) and Lot 4 (28 Payday Drive) of the Thaynes Creek Ranch Estates Subdivision – Phase 1. Both Lots are currently under the same ownership, with Lot 3 containing a Single-Family Dwelling (SFD) constructed in 2015, and Lot 4 being vacant. The current size of Lots 3 and 4 are 0.62 acres and 0.51 acres, respectively.

The Applicant proposes to shift the common property line 23 feet to the west. The shift will increase the size of proposed Lot 3 to 0.71 acres and decrease the size of proposed Lot 4 to 0.42 acres. The total acreage shared between the two lots is not proposed to be modified.

¹ LMC [§ 15-1-8](#)



Proposed Thaynes Creek Ranch Estates - Phase 1, Lots 3 & 4 Amended

The Thaynes Creek Ranch Subdivision- Phase 1 was annexed into Park City as part of the Richards/PCMC Annexation. The Richards/PCMC Annexation Plat and the attached Annexation Agreement and Exhibits were approved by the City Council on January 31, 2013, Ordinance 2013-06 (Exhibit D). Exhibit C of Ordinance No. 13-06 includes the “*Concept Subdivision and Phasing Plan - Thaynes Creek Ranch Estates*,” which shows conceptual locations of Lot 3 and 4 within the former Richards Parcel.

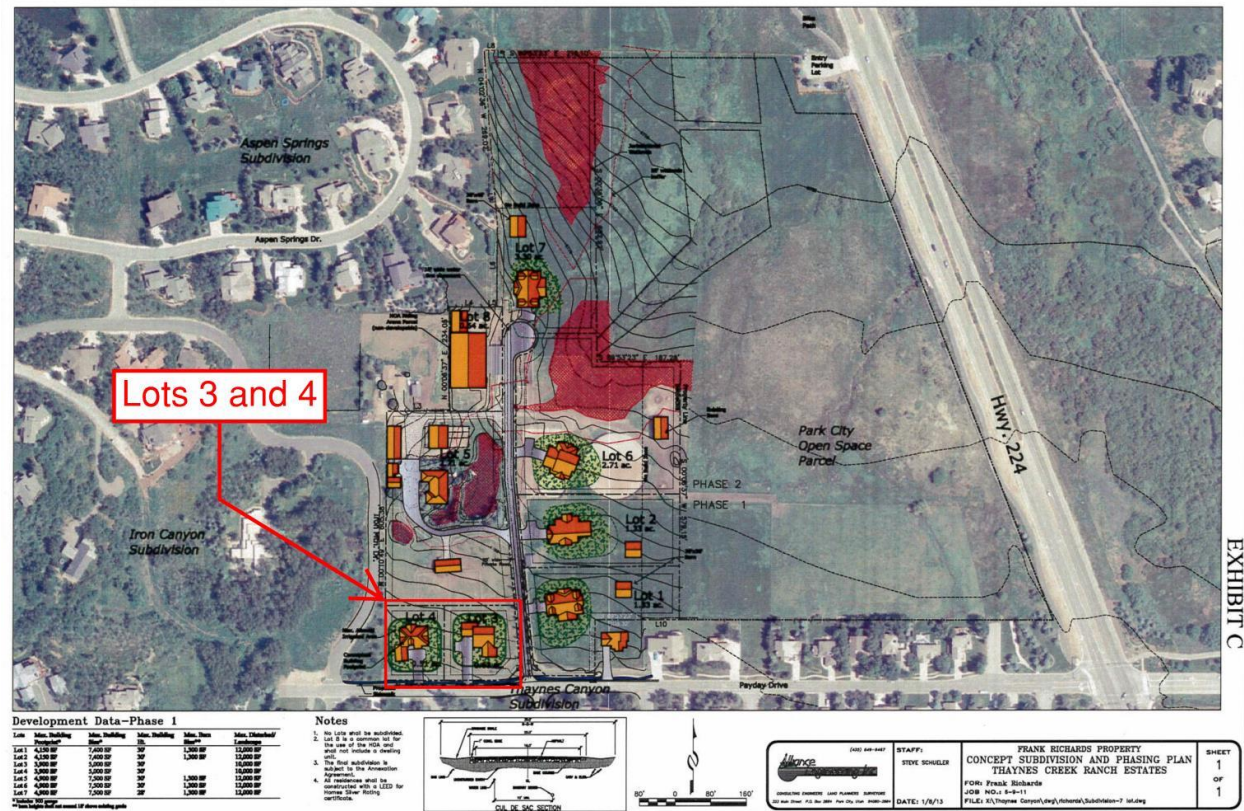


Exhibit C to Ordinance No. 13-06 "Concept Subdivision and Phasing Plan - Thaynes Creek Ranch Estates"

Additionally, Section 4 of Ordinance No. 13-06 established the Richards Parcel, and the current location of the Thaynes Creek Ranch Phase 1 Subdivision as part of the Single Family (SF) Zoning District:

SECTION 4. OFFICIAL PARK CITY ZONING MAP AMENDMENT. The Official Park City Zoning Map is hereby amended to include said PCMC Parcel in the ROS zoning district and the Richards Parcel in the SF zoning district, as shown in Exhibit F to the Annexation Agreement.

Section 4 of Ordinance No. 13-06

On October 3, 2013, the City Council approved the Thaynes Creek Ranch Estates Subdivision – Phase 1 plat. The Thaynes Creek Ranch Estates Subdivision - Phase 1 plat, provides final approval for four of the seven single-family lots which received preliminary approval as part of the Richards/PCMC Annexation. The remaining three single-family lots and single common lot were approved and recorded as part of the Thaynes Creek Ranch Estates Subdivision – Phase 2.

Per the Applicant, the purpose of this Plat Amendment, is to provide additional room for a future garden and walkway in the rear of the existing Single-Family Dwelling (SFD) located on Lot 3.

On July 12, 2023, the Planning Commission unanimously forwarded a positive recommendation to the City Council for the 2411 Country Lane and 28 Payday Drive Plat Amendment ([Staff Report](#); [Minutes](#)).

Analysis

(I) The proposal complies with the Single-Family (SF) Zoning District requirements outlined in LMC Chapter 15-2.11.

2411 Country Lane (Lot 3) and 28 Payday Drive (Lot 4) are located within the SF Zoning District. 2411 Country Lane currently contains a SFD that was approved for construction in 2014. 28 Payday Drive is a vacant lot.

The purpose of the SF Zoning District is to:

- A. Maintain existing predominately Single Family detached residential neighborhoods;
- B. Allow for Single Family Development Compatible with existing Developments;
- C. Maintain the character of mountain resort neighborhoods with Compatible residential design; and
- D. Require Streetscape design that minimizes impacts on existing residents and reduces architectural impacts of the automobile. ²

Single-Family Dwellings are an allowed use in the SF Zoning District.³

The table below outlined the Lot and Site Requirements in LMC [§ 15-2.11-3](#):

Requirement	Analysis of Proposal
<p>Density</p> <p>The maximum Density for Subdivisions is three (3) units per acre.</p> <p>One (1) acre = 43,560 square-feet One-Third (1/3) acre= 14,520 square-feet</p>	<p>Complies</p> <p>The total acreage between shared between Lots 3 and 4 will not be changed as part of the proposed Plat Amendment.</p> <p>Lot 3 is currently 0.62 acres (27,007.2 square-feet). Lot 3 is proposed to be expanded to 0.71 acres (30,927.6 square-feet).</p> <p>Lot 3 will remain in compliance with the density requirements for the Zoning District.</p>

² LMC [§ 15-2.11-1](#)

³ LMC [§ 15-2.11-2](#)

	<p>Lot 4 is currently 0.51 acres (22,215.6 square-feet). Lot 4 is proposed to be reduced to 0.42 acres (18,295.2 square-feet).</p> <p>Lot 4 will remain in compliance with the density requirements for the Zoning District.</p>
<p>Front Setback</p> <p>Minimum front setback is twenty feet (20'). New Front-facing Garages for Single Family and Duplex Dwellings must maintain a minimum of twenty-five feet (25') from the Front Lot Line.</p>	<p>2411 Country Lane, Lot 3, is a corner lot and therefore has two Front-Setbacks that are measured from the property lines abutting Payday Drive and Country Lane.</p> <p>At the time of Building Permit approval in 2014, the 2014 LMC for the SF Zoning District had the same Front Setback requirement for front-facing garages. The approved building permit shows that the garage was approved to be constructed 25' from the property line abutting Payday Drive.</p> <p>However, while the existing garage is measured at over 100' from the property line abutting Country Lane, it is only 24'-6" from the property line abutting Payday Drive and is therefore considered noncompliant because it does not meet the minimum Front Setback requirement for front-facing garages of 25'.</p> <p>Condition of Approval 5:</p> <p>No further expansion of the Existing Non-Conforming garage measured at 24'-6" from the property line abutting Payday Drive is permitted.</p> <p>Lot 4 is vacant. New development will be required to comply with SF Zoning District lot and site requirements.</p>
<p>Rear Setback</p> <p>The minimum Rear Setback is fifteen feet (15').</p>	<p>Complies</p> <p>The Rear Setback for corner lots is generally determined by measuring from the Lot Line that is opposite the front of the garage.⁴</p> <p>This would mean that the Rear Setback is measured from the common lot line shared by Lot 3 and 4. The existing SFD on Lot 3 is measured at 18.9' from the common Lot Line. The proposal calls for the common Lot Line to be shifted 23' westward, which would make the distance of</p>

⁴ LMC [§ 15-4-17](#)

	the existing SFD on Lot 3 from the common Lot Line 41.9'. Lot 4 is vacant. New development will be required to comply with SF Zoning District lot and site requirements.
Side Setbacks – The minimum Side Setback is twelve feet (12')	Complies The existing SFD on Lot 3 is 45' from the northern property line. The Side Setback will not be affected by the proposed plat amendment. Lot 4 is vacant. New development will be required to comply with SF Zoning District lot and site requirements.

(II) The proposal complies with the Sensitive Land Overlay Requirements outlined in LMC Chapter 15-2.21

2411 Country Lane and 28 Payday Drive are located within the Sensitive Land Overlay (SLO). LMC [§ 15-2.21-2\(A\)](#) states:

Applicants for Development within the SLO must identify the Property's sensitive environmental and aesthetic Areas such as Steep Slopes, Ridge Line Areas, wetlands, Stream Corridors, Wildland interface, and Wildlife Habitat Areas and provide a time at time of Application, a Sensitive Lands Analysis.

The purpose of the Sensitive Land Overlay is to:

- A. Require dedicated Open Space in aesthetically and environmentally sensitive Areas;
- B. Encourage preservation of large expanses of Open Space and wildlife habitat;
- C. Cluster Development on Ridge Line Areas, Steep Slopes, and wetlands; and
- D. Protect and preserve environmentally sensitive land⁵

Ordinance No. 2013-06 provided approval for Exhibit C of the Richards/PCMC Annexation, which is a survey that shows the preliminary Thaynes Creek Ranch Estates phasing plan titled "*Concept Subdivision and Phasing Plan-Thaynes Creek Ranch Estates.*" As part of the review of the preliminary plan, the Applicant submitted documents that analyzed the slopes, wetlands, wildlife, and vegetation of the Richards and PCMC parcels. These documents have been used for the following SLO Analysis (Exhibit G).

Requirement	Analysis of Proposal
-------------	----------------------

⁵ LMC [§ 15-2.21-1](#)

Slope/Topographic Map	<p>Complies</p> <p>There are no Steep Slopes on Lots 3 and 4.</p>
Ridge Line Areas	<p>Complies</p> <p>The existing structure on Lot 3 does not impact a Ridge Line Area. Lot 4 is vacant and approved for an SFD. Proposed Lot 3 and Lot 4 will not impact a Ridge Line Area.</p>
Vegetative Cover	<p>Complies</p> <p>Fenced pasture lands, grasses, forbs, and perennials. Future development requires compliance with Municipal Code of Park City Chapter 11-21 <i>Wildland Urban Interface Code</i> and LMC § 15-5-5(N) <i>Landscaping</i>.</p>
Designated Entry Corridors and Vantage Points	<p>Complies</p> <p>Lots 3 and 4 are visible from Highway 224. Lots 3 and 4 are screened from McPolin Barn by natural landscape and neighboring structures.</p>
Wetlands	<p>Complies</p> <p>There are no wetlands located on or near Lots 3 and 4.</p> <p>Per LMC § 15-2.21-6(F).</p> <p><i>“1. Setbacks from wetlands shall extend a minimum of fifty feet (50') outward from the delineated wetland Ordinary High-Water Mark”.</i></p> <p>As shown on the Wetlands Delineation survey, dated January 1, 2013, the Lots are 140 feet perpendicularly from Wetlands #1 and 182 feet perpendicularly from Wetlands #2.</p> <p>The proposed Plat Amendment will not impact the neighboring wetlands to the north of Lots 3 and 4. Updated wetlands information may be required at the time of building permit submittal.</p>
Stream Corridors, Canals,	<p>There is a 10' wide Irrigation Water Conveyance</p>

<p>and Irrigation Ditches</p> <p>Per LMC § 15-2.21-6(F)</p>	<p>Easement that borders the common property line of Lots 3 and 4.</p> <p>This easement is only for the benefit of Lots 3 and 4 and the owner proposes to vacate the easement. See Analysis Section V.</p> <p>There is a 5' wide Irrigation Water Conveyance Easement that borders the northern property line of Lots 3 and 4. This Easement is not proposed to be modified.</p> <p>There is a 10' wide Easement for Public Access, Utilities, Irrigation, Storm Water Drainage, Landscaping and Snow Storage across the southern property line of Lots 3 and 4.</p> <p>A portion of this Easement is proposed to share access with the proposed Easement for a new water line. See Analysis Section V.</p>
<p>Wildlife Habitat Areas</p>	<p>Complies</p> <p>This proposal does not impact wildlife that was not previously assessed in the Thayne's Creek Ranch Subdivision – Phase 1 approval.</p>

(III) The proposal demonstrates compliance with Ordinance No. 13-38, an Ordinance approving the Thaynes Creek Ranch Estates Subdivision – Phase 1 Plat.

Staff recommends **Condition of Approval 6**, requiring the final Plat Amendment to include the plat notes for the Thaynes Creek Ranch Estates Subdivision – Phase 1 Plat, outlined below:

Existing Plat Notes	Analysis of Proposal
1. The maximum density of the first phase subdivision is four (4) single family dwelling units and that no lot shall be further subdivided to increase the overall density of the subdivision.	<p>Complies</p> <p>The proposal does not increase density of the existing platted subdivision.</p>
4. The Planning Director may grant an administrative Conditional Use permit for the	Complies

raising and grazing of horses on these lots, including a barn located within an identified building pad on the final subdivision plat, provided the application complies with the LMC requirements for raising and grazing horses and providing an Animal Management plan is submitted and approved.	The proposal does not include plans for the construction of a Barn on either of the two lots.
6. All conditions and restrictions of the Annexation Agreement shall continue to apply to the Final Subdivision plat and shall be noted on the plat prior to recordation.	Complies The proposal complies with the Richards/PCMC Annexation Agreement. (Exhibit D).
8. A lot line adjustment application will be allowed to combine Lots 3 and 4 into one Lot of record if desired by the lot owner(s). The lot combination will be subject to the LMC Section 15-2.11-6 Maximum House Size and Setbacks on Combined Lots.	Complies The proposed Plat Amendment moves the current shared lot line 23' westward while maintaining Lot 3 and 4 as two separate Lots.
10. Lots 3 and 4 are restricted to a maximum building footprint of 3,900 square-feet for the house and garage. The floor area of all second stories shall be restricted to 60% of the first story footprint.	While the approved building permit to construct the SFD on Lot 3 complied with the 3,900-square-foot restriction, per the provided Survey (Exhibit H), the Building Footprint of the existing SFD on Lot 3 is 3,990 square feet and is therefore non-compliant. Condition of Approval 7: 7. No further expansion of the Existing Non-Conforming Building Footprint, measured at 3,990 square feet is permitted. While Lot 3 is currently vacant, it is approved for the development of a future SFD. The Applicant has provided a visual, which demonstrates that the proposed Plat Amendment will allow for a future SFD on Lot 3 that has a 3,900 square-foot Building Footprint (Exhibit C).

	<p>Additionally, the proposed Plat Amendment will maintain the ability of Lot 4 to construct a SFD with a footprint of 3,900 square feet while adhering to the SF Zoning District Lot and Site Requirements.⁶</p>
<p>11. The maximum irrigated area for finished landscape (excluding pasture areas irrigated with private irrigation shares) is 10,000 square feet for Lots 3 and 4. All landscaping shall comply with LMC Section 15-5-5(M). Trees, such as cottonwoods, willows, aspens, and fruit trees may be planted in the pasture areas provided they are irrigated only with private irrigation shares.</p>	<p>Complies</p> <p>The maximum irrigated area for Lots 3 and 4 is not proposed to change.</p> <p>All future landscaping on Lot 3 and 4 will be required to comply with the landscaping requirements in LMC § 15-5-5(N).</p>
<p>12. The maximum LOD area (including house and barn footprints, paved driveways, patios and other hardscape, and irrigated landscaping) for Lots 3 and 4 is restricted to a maximum of 75% of the Lot Area. Area necessary for utility installation is excluded from the maximum LOD area calculation and if within the pasture areas shall be re-vegetated with like-pasture vegetation.</p>	<p>Complies</p> <p>The maximum LOD area for Lots 3 and 4 is not proposed to change.</p>
<p>15. Each lot of record is allowed a maximum driveway width of fifteen feet, measured at the property line with Payday Drive or Country Lane. Each driveway may widen as it approaches the garage. Driveway lengths for Lots 3 and 4 shall be consistent with driveway lengths of lots in the surrounding neighborhood.</p>	<p>As surveyed, the existing driveway for Lot 3 is measured at 21.8' wide where it meets Country Lane. This driveway is measured at a width of 15' as the driveway extends from Country Lane towards the existing SFD on Lot 3, and 15' wide as the driveway approaches the SFD.</p> <p>As the width of the driveway exceeds the platted maximum width of 15', the driveway is noncompliant with the Thaynes Creek Ranch Estates Subdivision – Phase 1 Plat.</p> <p>The existing driveway width of Lot 3</p>

⁶ LMC [§ 15-2.11-3](#)

	<p>is not proposed to be changed as part of this application.</p> <p>Condition of Approval 8:</p> <p>8. No further expansion of the Existing Non-Conforming driveway measured at 21.8' abutting Country Lane is permitted.</p> <p>Lot 4 is undeveloped and is subject to the maximum driveway width as outlined in the Ordinance N0. 13-38.</p>
17. This subdivision is subject to the Conditions of Approval in Ordinance No. 13-38.	<p>Complies</p> <p>See Exhibit B</p>
21. A 10' wide easement for the purposes of public access utilities, irrigation, storm water drainage, landscaping, and snow storage is dedicated across the front of Lot 1, 3, and 4 abutting Payday Drive.	<p>Complies</p> <p>The existing easement will not be modified as part of the proposed Plat Amendment.</p>

(IV) There is Good Cause for the Plat Amendment, and no Public Street, right-of-Way, or easement has been vacated or amended.

The Planning Commission and City Council review the Plat Amendment according to LMC § 15-7.1-3(B) and approval requires a finding of Good Cause, and a finding that no Public Street, Right-of-Way, or easement has been vacated or amended.⁷

The Land Management Code defines Good Cause as “[p]roviding positive benefits and mitigating negative impacts, determined on a case by case basis to include such things as providing public amenities and benefits, resolving existing issues and nonconformities, addressing issues related to density, promoting excellent and sustainable design, utilizing best planning and design practices, preserving the character of the neighborhood and Park City and furthering the health, safety, and welfare of the Park City Community.”

There is Good Cause for this Plat Amendment as it enables the property owner of Lots 3 and 4 to expand the size of the Lot 3, while allowing for Lot 4 to remain a developable Lot. The proposed Plat Amendment does not further subdivide or increase the density of the existing Thaynes Creek Ranch Estates Subdivision – Phase 1. The proposed Plat

⁷ LMC [§ 15-7.1.-6\(C\)](#)

Amendment does not create or expand upon any non-conformities.

The Applicant has been unable to locate documents with Summit County or in the Title Report that specifically describe the 10' Wide Irrigation Water Conveyance Easement that is proposed to be vacated. However, water rights were granted to Lot 3 and 4 by item 12 in the Title Report, and water rights documents within the title report, (items 13 and 14), state that each Lot has one acre-foot of water rights for irrigation use. The Applicant and their representative have concluded that the Easements were included in the plat in conjunction with the established water rights for Lot 3 and 4. For this reason, the Applicant, who is the owner of both Lot 3 and 4, is the beneficiary of the existing Irrigation Easement and can remove the Easement from the Amendment Plat without additional approval.

(V) The Development Review Committee requires Conditions of Approval.⁸

The Development Review Committee reviewed the Plat Amendment Application on May 2, 2023.

The Engineering Department reviewed the two existing Irrigation Water Conveyance Easements in relation to the proposed Plat Amendment. With one bordering the common lot line of Lots 3 and 4, and the other on the northern property line of Lots 3 and 4. Additionally, there is a 10' wide easement for Public Access, Utilities, Irrigation, Storm Water Drainage, Landscaping, and Snow Storage that borders the property lines of Lots 3 and 4 abutting Payday Drive. The 5' Irrigation Water Conveyance Easement that runs across the north end of Lots 3 and 4 will not be modified.

The Water Department provided feedback regarding the existing water meters for the two lots. Per the Water Department,

“Currently one meter vault has both the meter for the existing home, as well as the meter setter for the vacant lot. Moving the lot line 20ft will put the meter for the vacant lot off the property which would result in the homeowner running a waterline on private property”

The Water Department recommends two solutions:

1. Provide easements for the water line to the vacant lot.
2. Vacate the future connection in the existing meter vault and run a new line in the street from the water main.

The Applicant has proposed a new “10' wide Private Water Easement for the benefit of

⁸ The Development Review Committee meets the first and third Tuesday of each month to review and provide comments on Planning Applications, including review by the Building Department, Engineering Department, Sustainability Department, Transportation Planning Department, Code Enforcement, the City Attorney's Office, Local Utilities including Rocky Mountain Power and Dominion Energy, the Park City Fire District, Public Works, Public Utilities, and the Snyderville Basin Water Reclamation District (SBWRD).

Lot 4”, which will run a new water line from the existing water meter to proposed Lot 4 (Attachment 1). The proposed private easement will overlap with the “10’ wide Easement for Public Access, Utilities, Irrigation, Storm Water Drainage, Landscaping, and Snow Storage” that runs along the south property line of both lots. Per the Water Department, the proposed Easement for a new private water line will not change the existing water agreements but will impact how the connection to Park City Municipal drinking water happens. The proposed private easement will overlap with the 10’ wide easement for public access, utilities, irrigation, storm water drainage, landscaping, and snow storage that runs along the south property line of both lots.

All feedback received by the Development Review Committee is outlined and addressed above.

Notice

Staff published notice on the City’s website and the Utah Public Notice website and posted notice to the property on June 28, 2023. Staff mailed courtesy notice to property owners within 300 feet on June 28, 2023. The *Park Record* published notice on June 28, 2023.⁹

Public Input

Staff did not receive any public input at the time this report was published.

Exhibits

Exhibit A: Draft Ordinance No. 2023-40

Attachment 1: Proposed Plat

Exhibit B: Ordinance No. 13-38 Approving Thaynes Creek Ranch Estates Subdivision-Phase 1

Exhibit C: Lot 4 Potential Building Envelope

Exhibit D: Ordinance 2013-06

Exhibit E: Richards/PCMC Annexation Plat

Exhibit F: 2014 LMC, SF Zone Requirements

Exhibit G: SLO Documents

Exhibit H: Survey of Existing Conditions

Exhibit I: Thaynes Creek Ranch Estates Subdivision- Phase 1

⁹ LMC [§ 15-1-21](#)

Ordinance No. 2023-40

**AN ORDINANCE APPROVING THAYNES CREEK RANCH ESTATES SUBDIVISION
– PHASE 1 – LOT 3 AND 4 PLAT AMENDMENT, LOCATED AT 2411 COUNTRY
LANE AND 28 PAYDAY DRIVE, PARK CITY, UTAH**

WHEREAS, the owners of the properties located at 2411 Country Lane and 28 Payday Drive petitioned the City Council for approval of the Thaynes Creek Ranch Estates Subdivision – Phase 1 - Lot 3 and 4 Plat Amendment; and

WHEREAS, on June 28, 2023, the Park Record published notice for the Planning Commission and City Council public hearings; and

WHEREAS, on June 28, 2023, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, on June 28, 2023, staff mailed courtesy notice to property owners within 300 feet, posted notice to the Utah Public Notice Website and City Website, and posted notice to the property for the Planning Commission and City Council public hearings; and

WHEREAS, on July 12, 2023, the Planning Commission reviewed the proposed Plat Amendment, held a public hearing, and forwarded a positive recommendation for City Council's consideration on August 22, 2023; and

WHEREAS, on August 22, 2023, the City Council reviewed the 2411 Country Lane and 28 Payday Drive Plat Amendment and held a public hearing; and

WHEREAS the 2411 Country Lane and 28 Payday Drive Plat Amendment is consistent with the Park City Land Management Code Chapter 15-2.11, Chapter 15-2.21, and Section 15-7.1-6.

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

SECTION 1. APPROVAL. The Thaynes Creek Ranch Estates Subdivision – Phase 1 - Lot 3 and 4 Plat Amendment located at 2411 Country Lane and 28 Payday Drive, as shown in Attachment 1, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. The properties are located at 2411 Country Lane and 28 Payday Drive.
2. The Lots are within the Single-Family Zoning District.
3. The subject properties are Lots 3 and 4 of the Thaynes Creek Ranch Estates Subdivision – Phase 1, approved by the City Council in 2013.
4. The property recorded as Thaynes Creek Ranch Estates Subdivision – Phase 1 was

annexed into Park City as part of the Richards/PCMC Annexation.

5. On October 3, 2013, the City Council approved the Thaynes Creek Ranch Estates Subdivision – Phase 1 plat.
6. The Thaynes Creek Ranch Estates Subdivision - Phase 1 plat, provides final approval for four of the seven single-family lots which received preliminary approval as part of the Richards/PCMC Annexation.
7. Lot 3 is 0.62 acres and Lot 4 is 0.51 acres.
8. The Plat Amendment proposes to move the common Lot Line shared by Lots 3 and 4 twenty-three feet (23') westward.
9. The Plat Amendment will increase the size of Lot 3 to 0.71 acres and decrease the size of Lot 4 to 0.42 acres.
10. Per the Applicant, the purpose of this Plat Amendment, is to provide additional room for a future garden and walkway in the rear of the existing SFD located on Lot 3.
11. The proposal complies with the Single-Family (SF) Zoning District requirements outlined in LMC Chapter 15-2.11.
12. The proposal complies with the Sensitive Land Overlay Requirements outlined in LMC Chapter 15-2.21.
13. The proposal demonstrates compliance with Ordinance No. 13-38, an Ordinance approving the Thaynes Creek Ranch Estates Subdivision – Phase 1 Plat.
14. The findings in the Analysis section of the Staff Report dated 7/12/23 are incorporated herein by reference.

Conclusions of Law

1. The Plat Amendment is consistent with the Park City Land Management Code, including LMC Chapter 15-2.11 and § 15-7.1-6 Final Subdivision Plat.
2. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
3. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant shall record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. Any new construction shall comply with Land Management Code Section 15-2.11 regarding Setbacks, Building Height, Building Envelope, Building Pad, etc.
4. All other Conditions of Approval and platted requirements for the Thaynes Creek Ranch Estates Subdivision – Phase 1 continue to apply and shall be noted on the plat by reference.
5. No further expansion of the existing non-conforming garage measured at 24'-6" from the property line abutting Payday Drive, is permitted.
6. The final Plat Amendment shall include the plat notes for the Thaynes Creek Ranch

Estates Subdivision – Phase 1 Plat.

7. No further expansion of the existing non-conforming Building Footprint, measured at 3,990 square-feet is permitted.
8. No further expansion of the existing non-conforming driveway measured at 21.8' abutting Country Lane is permitted.

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

PASSED AND ADOPTED this 22nd Day of August 2023.

PARK CITY MUNICIPAL CORPORATION

MAYOR

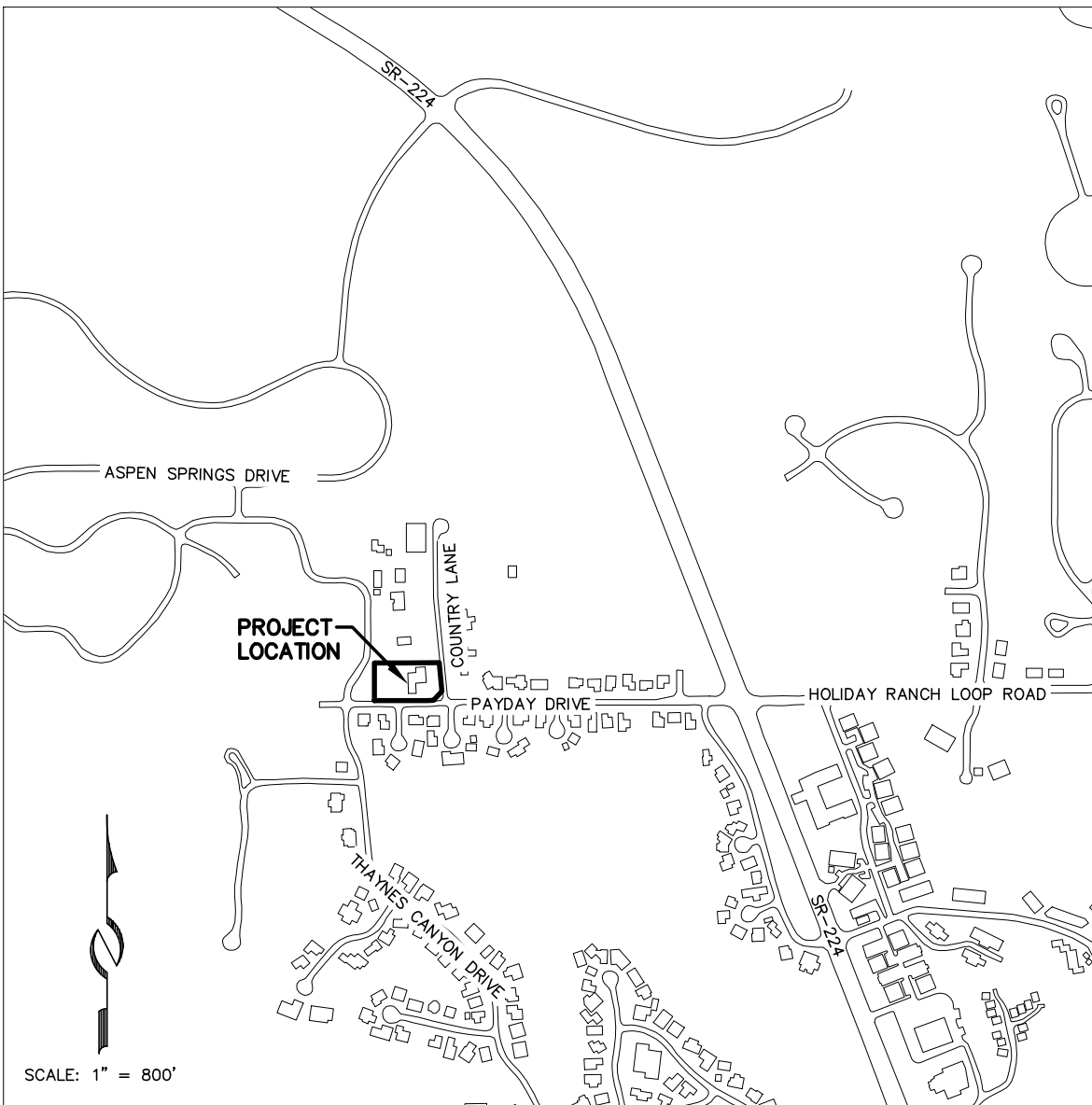
ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney

Attachment 1 – Plat



VICINITY MAP

NOTES

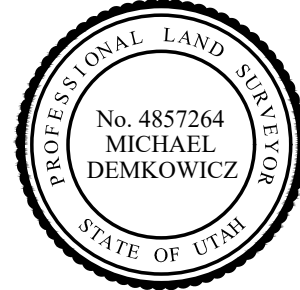
- The maximum density of the first phase subdivision is four (4) single family dwelling units and that no lot shall be further subdivided to increase the overall density of the subdivision.
- All residences in the development are to meet LEED for Homes Silver Rating certification (at a minimum) with required water conservation requirements as further described in the Annexation Agreement.
- The subdivision is subject to the City's Affordable Housing Resolution 20-07 and as further described in the Annexation Agreement.
- The Planning Director may grant an administrative Conditional Use permit for the raising and grazing of horses on these lots, including a barn located within an identified building pad on the final subdivision plot, provided the application complies with the LMC requirements for raising and grazing of horses and providing an Animal Management Plan is submitted and approved.
- All conditions and restrictions of the Annexation Agreement shall continue to apply to the Final Subdivision plat and shall be noted on the plat prior to recordation.
- Ownership of water rights shall not affect the application of the Impact Fee Ordinance to the Property at the time of development of the lots as further described in the Annexation Agreement.
- A lot line adjustment application will be allowed to combine Lots 3 and 4 into one lot of record if desired by the lot owner(s). The lot combination will be subject to the LMC Section 15-2.11-6 Maximum House Size and Setbacks on Combined Lots.
- Modified 13-D residential fire sprinklers are required for all new construction as required by the Chief Building Official.
- Lots 3A and 4A are restricted to a maximum building footprint of 3,900 sf for the house and garage, the floor area of all second stories shall be restricted to 60% of the first story footprint. No barns are allowed on Lots 3A and 4A.
- The maximum irrigated area for finished landscape (excluding pasture areas irrigated with private irrigation shares) is 10,000 sf for Lots 3A and 4A. All landscaping shall comply with LMC Section 15-5-5 (M). Trees, such as cottonwoods, willows, aspens, and fruit trees may be planted in the pasture areas provided they are irrigated only with private irrigation shares.

- The maximum LOD area (including house and barn footprints, paved driveways, patios and other hardscape, and irrigated landscaping) for Lots A and B is restricted to a maximum of 75% of the Lot Area. Area necessary for utility installation is excluded from the maximum LOD area calculation and if within the pasture areas shall be re-vegetated with like pasture vegetation.
- Each lot of record is allowed a maximum driveway width of fifteen feet, measured at the property line with Payday Drive or Country Lane. Each driveway may widen as it approaches the garage. Driveway lengths shall be consistent with driveway lengths of lots in the surrounding neighborhood.
- At the time of any resurfacing of Country Lane, the Homeowner's Association shall be responsible to adjust wastewater manholes to grade according to Snyderville Basin Water Reclamation District (SBWRD) standards. Prior notification of the adjustments and inspection by SBWRD is required.
- The Access Road Agreement which exists to the benefit of the "Gaeb Trust" extends outside of Thaynes Creek Ranch Estates - Phase 1 as detailed in Entry # 00984920, Book: 2218, Page: 1305, as recorded with the Summit County Recorder's Office, November 27, 2013.
- A Future Sewer Easement at Thaynes Creek Ranch Estates exists to the benefit of the Snyderville basin Reclamation District, Entry # 00984552, Book: 2218, Page: 0012, as recorded with the Summit County Recorder's Office, November 25, 2013.
- A grading plan and landscape plan shall be submitted with each building permit application. Excavated materials shall remain on site to the greatest extent possible and shall be addresses with the grading plan.
- A 10 foot Rocky Mountain Power easement is dedicated on all property lines.
- The roof height of any building on Lot 4A within 75 feet of the south property line is limited to an imaginary line that is a height of 12 feet from existing ground at the east side setback and sloping up to a height of 28 feet from existing ground at the west side setback. Standard city building height restrictions apply north of this 75-foot height-restricted area.

ROCKY MOUNTAIN POWER NOTES

Utilities shall have the right to install, maintain and operate their equipment above and below ground and all other related facilities within the public utility easements identified on this plat map as may be necessary or desirable in providing utility services within and without the lots identified herein, including the right of access to such facilities and the right to require removal of any obstructions including structures, trees and vegetation that may be placed within the PUE. The utility may require the lot owner to remove all structures within the PUE at the lot owner's expense, or the utility may remove such structures at the lot owner's expense. At no time may any permanent structures be placed within the PUE or any other obstruction which interferes with the use of the PUE without the prior written approval of the utilities with facilities in the PUE.

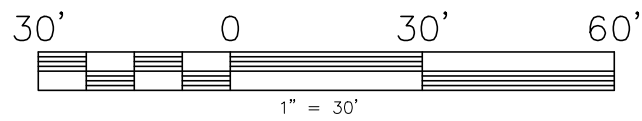
Rocky Mountain Power approves this plat solely for the purpose of confirming that the plat contains public utility easements. Rocky Mountain Power may require other easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights obligations or liabilities provided by Law or equity. This approval does not constitute acceptance, approval or acknowledgement of any terms contained in the plat, including those set forth in the owner's dedication and the notes and does not constitute a guarantee of particular terms of electric utility service.



SECTION CORNER
EAST 1/4 CORNER SECTION 5
T2S, R4E, S8&M
STONE WITH "X" SCRIBED ON TOP

2563.99' ±
BASIS OF BEARING - N 007°43'1" E 2877.73' ±
113.74' ±

SECTION CORNER
SOUTHEAST CORNER SECTION 5
T2S, R4E, S8&M
BRASS CAP WITH "X"
IN METAL CASTING



SURVEYOR'S CERTIFICATE

I, Michael Demkowicz, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License No. 4857264 in accordance with Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act. I further certify that I have completed or directly supervised a survey of the hereon described property and have referenced a record of survey map of the existing property boundaries in accordance with Section 17-23-17 and have verified the boundary locations and have placed monuments as represented on the plat. I do further certify that by authority of the owners, I have prepared the following amended plat, containing two single family, residential lots, hereafter to be known as THAYNES CREEK RANCH ESTATES - PHASE 1 LOTS 3 & 4 AMENDED.

LEGAL DESCRIPTION

Lots 3 and 4, Thaynes Creek Ranch Estates Subdivision, Phase 1, according to the official plat thereof on file and of record in the Summit County Recorder's Office.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that, Tyler W. Walton and Kristen B. Walton, husband and wife as joint tenants, hereby certify that they have caused this plat amendment to be made and hereby consent to the recordation of this plat amendment.

In witness whereof, the undersigned set his hand
this ____ day of _____, 2023.

In witness whereof, the undersigned set her hand
this ____ day of _____, 2023.

By: _____
Tyler W. Walton

By: _____
Kristen B. Walton

ACKNOWLEDGMENT

State of _____
: ss.
County of _____

On this ____ day of _____, 2023, Tyler W. Walton personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, that he acknowledged to me that he executed the THAYNES CREEK RANCH ESTATES - PHASE 1 LOTS 3 & 4 AMENDED.

A Notary Public commissioned in _____

Printed Name _____
Residing in: _____
My commission expires: _____
Commission No: _____

ACKNOWLEDGMENT

State of _____
: ss.
County of _____

On this ____ day of _____, 2023, Kristen B. Walton personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, that she acknowledged to me that she executed the THAYNES CREEK RANCH ESTATES - PHASE 1 LOTS 3 & 4 AMENDED.

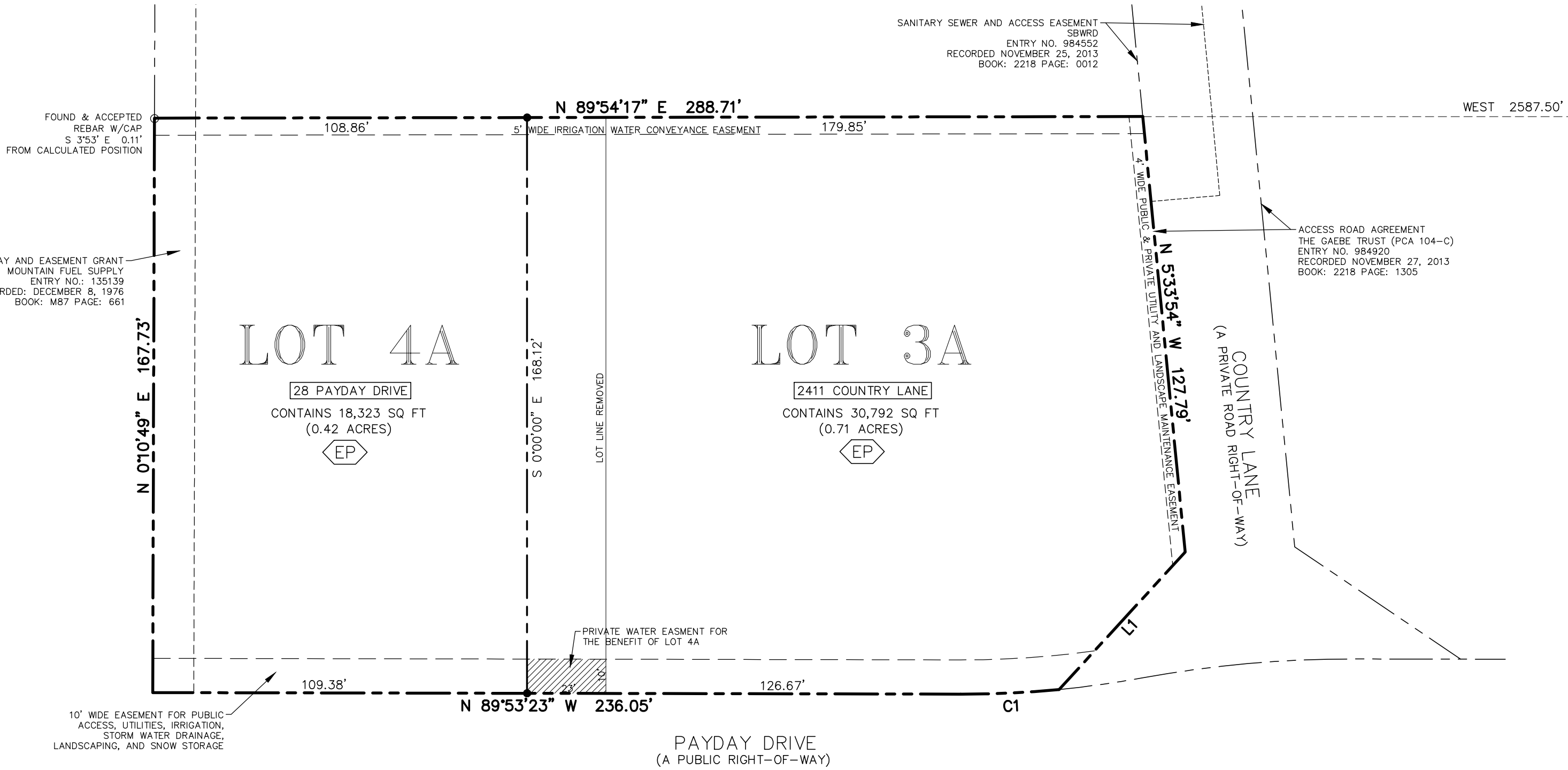
A Notary Public commissioned in _____

Printed Name _____
Residing in: _____
My commission expires: _____
Commission No: _____

NOTES

- This plat amendment is subject to the Conditions of Approval in Ordinance 2023-_____.
- All Conditions of Approval in Ordinance 13-38 continue to apply and remain in full force and effect.
- The purpose of this plat is to revise the lot line between Lots 3 & 4, Thaynes Creek Ranch Estates - Phase 1, recorded as Entry No. 986234 in the Summit County Recorders Office, including the 10' wide irrigation water conveyance easement.
- See Record of Survey S-_____, recorded May ___, 2023 in the Summit County Recorders Office.

LOT 5, THAYNES CREEK RANCH ESTATES PHASE 2
ENTRY NO. 1012103
RECORDED FEBRUARY 3, 2015



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S 42°33'32" W	54.46'

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	292.50'	28.79'	5°38'20"

LEGEND

- Set 5/8" rebar w/cap, "ALLIANCE ENGINEERING"
- Found monument as noted
- EP: Wastewater ejector pumps may be required for the indicated lots.

THAYNES CREEK RANCH ESTATES-PHASE 1 LOTS 3 & 4 AMENDED

LOCATED IN THE SOUTH HALF OF SECTION 5 AND THE NORTH HALF OF SECTION 8
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

(435) 649-9467

Alliance Engineering Inc.

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

SHEET 1 OF 1

7/12/23 JOB NO.: 2-2-23 FILE: X:\ThaynesCanyon\dwg\srv\plat2023\020223.dwg

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	PLANNING COMMISSION	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	COUNCIL APPROVAL AND ACCEPTANCE	CERTIFICATE OF ATTEST	PUBLIC SAFETY ANSWERING POINT APPROVAL	RECORDED
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS ____ DAY OF _____, 2023 BY _____	RECOMMENDED BY THE PARK CITY PLANNING COMMISSION THIS ____ DAY OF _____, 2023 BY _____ CHAIR	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ____ DAY OF _____, 2023 BY _____ PARK CITY ENGINEER	APPROVED AS TO FORM THIS ____ DAY OF _____, 2023 BY _____ PARK CITY ATTORNEY	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS ____ DAY OF _____, 2023 BY _____ MAYOR	I CERTIFY THIS PLAT WAS APPROVED BY PARK CITY COUNCIL THIS ____ DAY OF _____, 2023 BY _____ PARK CITY RECORDER	APPROVED THIS ____ DAY OF _____, 2023 BY _____ SUMMIT COUNTY GIS COORDINATOR	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____ FEE _____ RECORDER TIME _____ DATE _____ ENTRY NO. _____

Ordinance 13-38

**AN ORDINANCE APPROVING THE THAYNES CREEK RANCH ESTATES
SUBDIVISION- PHASE 1 LOCATED AT 510 PAYDAY DRIVE IN THE SOUTH
HALF OF SECTION 5 AND NORTH HALF OF SECTION 8, TOWNSHIP 2
SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY,
UTAH.**

WHEREAS, the owners of the property known as the Richard's Parcel of the Richards/PCMC Annexation located at 510 Payday Drive, have petitioned the City Council for approval of the Thaynes Creek Ranch Estates Subdivision-Phase 1 plat for four (4) single family lots; and

WHEREAS, the preliminary subdivision plat approved by City Council on January 31, 2013 at the time of approval of the Richards/PCMC Annexation, sets forth a maximum of seven single family development lots and one common lot for an existing indoor riding arena for the entire Richards Parcel. The preliminary plat for the entire Parcel indicates a maximum allowable density of seven units, and provides guidelines for lot sizes, building pad areas for houses and barns, house sizes, building massing and height restrictions, limits of disturbance areas, phasing, access, and other site planning requirements that have a goal of enhancing rather than detracting from the aesthetic quality of the entry corridor and ensuring that the final plat will result in a development that is compatible with the surrounding neighborhood; and

WHEREAS, an Annexation Agreement, between the City and Franklin D. Richards, Jr., Family Trust, pursuant to the Land Management Code, Section 15-8-5 (C), setting forth further terms and conditions of the Annexation and final subdivision plat, was approved by the Council on January 31, 2013.

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

WHEREAS, proper legal notice was sent to all affected property owners according to the Land Management Code of Park City; and

WHEREAS, the Planning Commission held a public hearing on September 11, 2013, to receive input on the subdivision; and

WHEREAS, the Planning Commission, forwarded a recommendation to the City Council; and

WHEREAS, on October 3, 2013, the City Council held a public hearing on the Thaynes Creek Ranch Estates Subdivision- Phase 1 plat; and

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

Thaynes Creek Ranch Estates Subdivision- Phase 1 plat.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Thaynes Creek Ranch Estates Subdivision- Phase 1, as shown in Exhibit A, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. The property is located at 510 Payday, located north of Payday Drive (north of the Thayne's Creek Ranch Subdivision), south of Aspen Springs Subdivision, east of Iron Canyon Subdivision, and west of Highway 224.
2. The property was annexed into Park City with the Richards/PCMC Annexation approved by the City Council on January 31, 2013 and recorded at Summit County on April 12, 2013.
3. The property is zoned Single Family (SF).
4. Access to the property is from Payday Drive at the existing driveway to the Richard's property.
5. On January 31, 2013, concurrent with the Annexation, the City Council reviewed and approved a preliminary subdivision plat for a total of seven single family lots and one common lot for the riding arena. The proposed phase one plat is consistent with the preliminary subdivision plat and consists of four (4) lots.
6. The property is not within the Entry Corridor Protection Overlay zone (ECPO) and no portion of the plat is within the Park City Soils Ordinance boundary.
7. No non-conforming conditions are created by the subdivision.
8. The subdivision complies with the Land Management Code regarding final subdivision plats, including SF zoning requirements, general subdivision requirements, and lot and street design standards and requirements.
9. General subdivision requirements related to 1) drainage and storm water; 2) water facilities; 3) sidewalks and trails; 4) utilities such as gas, electric, power, telephone, cable, etc.; and 5) preservation of natural amenities and features, have been addressed through the Annexation and subdivision plat review process as required by the Land Management Code.
10. Sanitary sewer facilities are required to be installed in a manner prescribed by the Snyderville Basin Water Reclamation District (SBWRD).
11. The property is subject to the Employee/Affordable Housing requirements of the Affordable Housing Guidelines and Standards Resolution 20-07. One Affordable Unit Equivalent equals 900 square feet. The affordable housing obligation determined at the time of the annexation is 15% of 6 new units or 0.9 AUE (810 sf). Affordable housing shall be provided on-site according to requirements of the Housing Resolution 20-07, unless payment of fees in lieu is approved by the Park City Housing Authority. Additional requirements

regarding affordable housing are stated in the Annexation Agreement. Fees in lieu of providing affordable dwelling units are subject to the dollar amounts established by the Housing Authority and in effect at the time of submittal of building permits or as required by the Housing Authority. The affordable housing obligation shall be satisfied prior to issuance of the first certificate of occupancy for new construction within the subdivision.

12. Land uses proposed in the first phase subdivision include a total of four (4) single family lots. Only one single family home and one barn are permitted to be constructed on each of Lots 1 and 2. Only one single family home is permitted to be constructed on each of Lots 3 and 4.
13. Per the Land Management Code, a maximum of 2 horses per acre of lot area are permitted on lots containing one acre or more, subject to an administrative conditional use permit and an animal management plan.
14. The PCMC Parcel that is adjoining Lots 1 and 2 allows only those uses permitted by the Deed of Conservation Easement.
15. Lots 3 and 4 may be combined into one lot of record, allowing a maximum of 2 horses on the combined lot, subject to the LMC Section 15-2.11-6 Maximum House Size and Setbacks on Combined Lots and any conditions of approval of a plat amendment to combine the lots prior to issuance of a building permit.
16. The subdivision plat is consistent with the purpose statements of the SF zone. The SF zone does not allow nightly rental uses and restricting this use is consistent with the character of the surrounding neighborhood.
17. Areas of wetlands and irrigation ditches, and any required setbacks from these areas for the private road were identified during the annexation.
18. The proposed subdivision is outside the City's Soils Ordinance District.
19. Wetlands are protected by language in the LMC and Annexation Agreement requiring building pad locations, setbacks, and requirements for protection of sensitive lands during construction. There are no delineated wetlands on Lots 1-4.
20. There is good cause for this subdivision plat in that it creates legal lots of record from metes and bounds described parcels; memorializes and expands utility easements and provides for new utility easements for orderly provision of utilities; provides access easements for adjacent property; provides a no build area (80' setback) for protection of the City's Open Space, and is consistent with the approved the Richards/PCMC Annexation Agreement and preliminary subdivision plat.
21. The findings in the Analysis section are incorporated herein.

Conclusions of Law

1. The subdivision complies with LMC 15-7.3 as conditioned.
2. The subdivision is consistent with the Park City Land Management Code and applicable State law regarding subdivision plats.
3. The subdivision is consistent with the Richards/PCMC Annexation Agreement approved by the City Council on January 31, 2013.

4. The subdivision is consistent with the Richards/PCMC preliminary plat approved by the City Council on January 31, 2013.
5. Neither the public nor any person will be materially injured as a result of approval of the proposed subdivision plat.
6. Approval of the proposed subdivision plat, subject to the conditions stated herein, will not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval

1. City Attorney and City Engineer review and approval of the final form and content of the subdivision plat for compliance with State law, the Land Management Code, and the conditions of approval, is a condition precedent to recordation of the plat.
2. The applicant will record the subdivision plat at Summit County on or prior to the date that is one year from the final City Council approval. If recordation has not occurred within this extended timeframe, the plat amendment approval will be void, unless a complete application requesting a further extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. Conditions of approval of the Richards/PCMC Annexation, as stated in the Annexation Agreement, continue to apply.
4. Final approval of the sewer facilities/utility plan by the Snyderville Basin Water Reclamation District is required prior to final plat recordation.
5. A landscape and irrigation plan shall be submitted for City review and approval for each lot, prior to building permit issuance. All applicable requirements of the LMC regarding top soil preservation, final grading, and landscaping shall be completed prior to issuance of a certificate of occupancy.
6. An industry standard Third Party inspector shall be mutually agreed upon by the Chief Building Official and the applicant prior to issuance of a building permit to provide third party inspection for compliance with LEED for Homes Silver rating, per the Annexation Agreement.
7. A construction mitigation plan (CMP) shall be submitted and approved by the City for compliance with the Municipal Code, LMC, and conditions of the Annexation Agreement prior to building permit issuance.
8. A financial guarantee, in a form and amount acceptable to the City and in conformance with the conditions of approvals, amounting to 125% of the value of all required public improvements shall be provided to the City prior to building permit issuance for new construction within each phase. All public improvements shall be completed according to City standards prior to release of this guarantee. The twenty-five percent shall be held by the City through the warranty period and until such improvements are accepted by the City.
9. All standard project conditions shall apply.
10. Recordation of a final subdivision plat is a requirement prior to issuance of building permits.
11. All exterior lighting shall be reviewed with each building permit application for

compliance with best lighting practices as recommended by the Dark Skies organization.

12. Fencing shall be consistent through-out the subdivision. A fencing plan shall be submitted with each building permit application to allow Staff to review all fencing for consistency through-out the subdivision and to review impacts of fencing on wildlife movement through the site. The fencing plan shall include location of fences and materials, dimensions, and installation methods.
13. Construction of a five foot wide public side walk along Payday Drive connecting the existing sidewalk on the north side of the street with a pedestrian crossing at Iron Mountain Drive is required to provide connectivity to Rotary Park. The sidewalk and all required public improvements, including landscaping of the public right-of-way along Payday Drive, shall be completed prior to issuance of a certificate of occupancy for any new house on these lots.
14. A grading plan and landscape plan shall be submitted with each building permit application and this requirement shall be noted on the final subdivision plat. Excavated materials shall remain on site to the greatest extent possible and shall be addressed with the grading plan.
15. The affordable housing obligation shall be provided on the property, unless otherwise approved by the Park City Housing Authority with payment of fees in-lieu. If the affordable housing unit is provided within the subdivision, the unit will not count against the maximum allowed density. The affordable housing obligation shall be satisfied prior to issuance of the first certificate of occupancy for new construction. Provision of an affordable housing unit within an existing house may be allowed, subject to approval by the Park City Housing Authority to satisfy the required 0.9 AUE (810 sf).
16. The existing recorded easement, providing access to Payday Drive for an adjacent property to the northwest of the existing Richards house, is identified on the proposed plat. Because the easement falls short of connecting to Payday Drive, the proposed plat shall identify an access easement to join up with the Payday Drive public ROW, or a separate extension of the existing easement shall be recorded at Summit County and the recording information shall be memorialized on the plat prior to recordation.
17. Prior to recordation of a final subdivision plat a historic reconnaissance survey shall be conducted by the applicant in conformance with the City's Historic Preservation Chapter 11 of the Land Management Code and a certification letter regarding any historic resources shall be submitted to the City. Any discovered historical or cultural resources will be added to the City's Historic Sites Inventory and designated as either "Significant" or "Landmark" according to the criteria as listed in LMC Chapter 11.
18. A note shall be included on the final subdivision plat stating that the maximum density of the first phase subdivision is four (4) single family dwelling units and that no lot shall be further subdivided to increase the overall density of the subdivision.
19. A note shall be included on the final subdivision plat requiring each new house in the development to meet LEED for Homes Silver Rating certification

- (at a minimum) with required water conservation requirements as further described in the Annexation Agreement.
20. A note shall be included on the final subdivision stating the following: The application is subject to the City's Affordable Housing Resolution 20-07 and as further described in the Annexation Agreement.
 21. A note shall be included on the final subdivision plat stating that the Planning Director may grant an administrative Conditional Use permit for the raising and grazing of horses on these lots, including a barn located within an identified building pad on the final subdivision plat, provided the application complies with the LMC requirements for raising and grazing of horses and providing an Animal Management Plan is submitted and approved.
 22. A note shall be included on the final subdivision plat indicated that barns may not be used for human occupation.
 23. A note shall be included on the final subdivision plat stating that all conditions and restrictions of the Annexation Agreement shall continue to apply to the Final Subdivision plat and shall be noted on the plat prior to recordation.
 24. A note shall be included on the final subdivision plat stating that ownership of water rights shall not affect the application of the Impact Fee Ordinance to the Property at the time of development of the lots as further described in the Annexation Agreement.
 25. A note shall be included on the final subdivision plat prior to recordation indicating that a lot line adjustment application will be allowed to combine Lots 3 and 4 into one lot of record if desired by the lot owner(s). The lot combination will be subject to the LMC Section 15-2.11-6 Maximum House Size and Setbacks on Combined Lots.
 26. A note shall be included on the final subdivision plat indicating that modified 13-D residential fire sprinklers are required for all new construction as required by the Chief Building Official.
 27. A note shall be included on the final subdivision plat indicating that Lots 1 and 2 are restricted to a maximum building footprint of 4,150 sf, for the house and garage. Lots 3 and 4 are restricted to a maximum building footprint of 3,900 sf, for the house and garage. Barn footprints are restricted to a maximum of 1,300 sf.
 28. A note shall be included on the final subdivision plat stating that maximum irrigated area for finished landscape (excluding pasture areas irrigated with private irrigation shares) is 16,000 sf for Lots 1 and 2 and 10,000 sf for Lots 3 and 4. All landscaping shall comply with LMC Section 15-5-5 (M). Trees, such as cottonwoods, willows, aspens, and fruit trees may be planted in the pasture areas provided they are irrigated only with private irrigation shares.
 29. A note shall be included on the final subdivision plat stating that maximum LOD area (including house and barn footprints, paved driveways, patios and other hardscape, and irrigated landscaping) for Lots 1 and 2 is restricted to a maximum of 45% of the Lot Area and for Lots 3 and 4 this LOD area is restricted to a maximum of 75% of the Lot Area. Area necessary for utility installation is excluded from the maximum LOD area calculation and if within the pasture areas shall be re-vegetated with like pasture vegetation.

30. A note shall be included on the final subdivision plat stating that due to Fire Flow requirements the maximum interior floor area for barns on Lots 1 and 2 is limited to 1,200 square feet unless otherwise approved by the Fire Marshall.
31. A note shall be included on the final subdivision plat stating that Building footprint locations for the houses and barns on Lots 1 and 2 are flexible, however the location shall minimize visibility of the houses and barns from SR 224 entry corridor. Houses shall maintain, at a minimum, the required setbacks from all barns. A photographic visual analysis of the proposed houses, as viewed from a minimum of three locations along the SR 224 entry corridor between the Olympic Loop art work and Payday Drive, shall be submitted with the building permit application.
32. A note shall be included on the final subdivision plat stating that each lot is allowed a maximum driveway width of fifteen feet, measured at the property line with Payday Drive or Country Lane. Each driveway may widen as it approaches the garage. Overall driveway lengths shall be minimized to the greatest extent possible in order to locate building pads for Lots 1 and 2 as far west as possible. Driveway lengths for Lots 3 and 4 shall be consistent with driveway lengths of lots in the surrounding neighborhood.

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

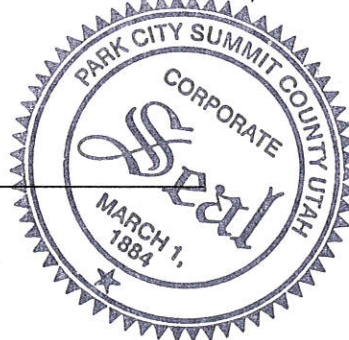
PASSED AND ADOPTED this 3 day of October, 2013.

PARK CITY MUNICIPAL
CORPORATION


Dana Williams, MAYOR

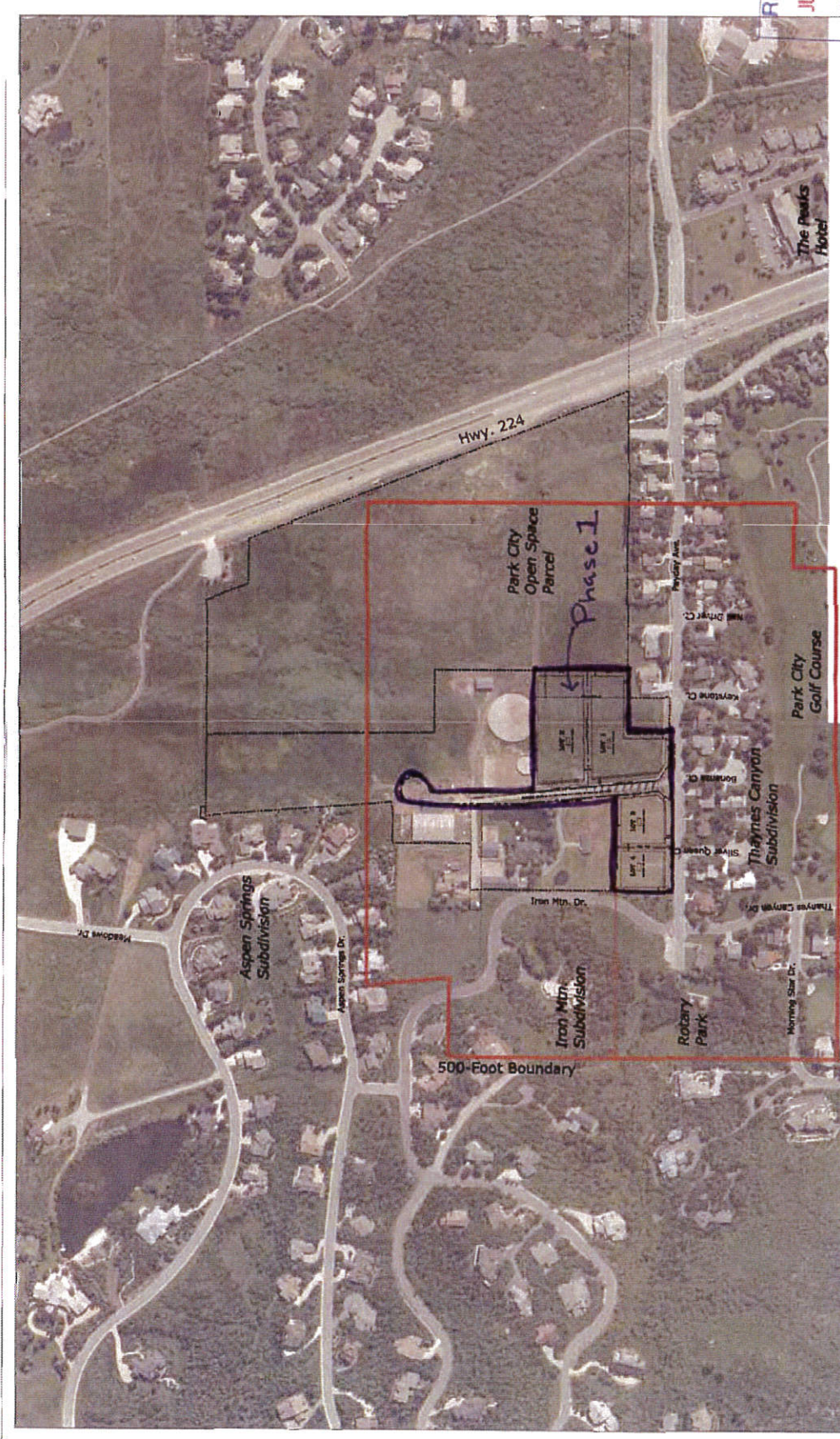
ATTEST:


Marci S. Heil, City Recorder



APPROVED AS TO FORM:

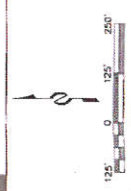

Mark Harrington, City Attorney



RECEIVED
JUN 17 2013
PARK CITY
PLANNING DEPT

EXHIBIT B

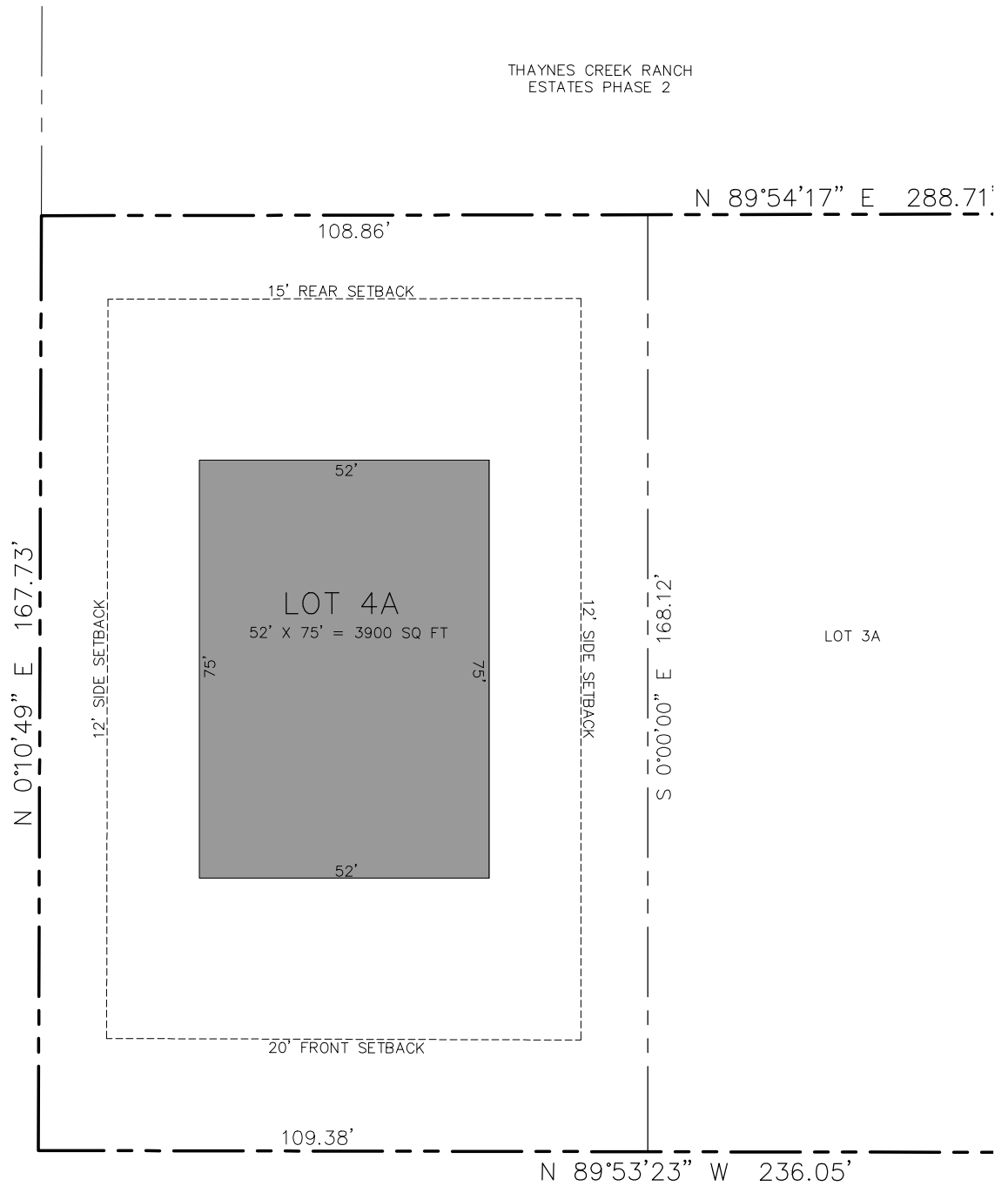
	STAFF:	500-FOOT BOUNDARY	SHEET
	500-FOOT BOUNDARY	510 - PAYDAY AVE.	1
		RICHARDS PROPERTY	OF
			1
DATE: 6/11/13		FOR: JOB NO. 1 & 4-11	
		FILE: 5/1/13	



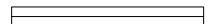
THAYNES CREEK RANCH ESTATES – PHASE 1

LOTS 3 & 4 AMENDED

POTENTIAL BUILDING ENVELOPE



SCALE: 1" = 30'



When recorded return to:

Park City Municipal Corporation

City Recorder

P O Box 1480

Park City, Utah 84060

Fee exempt per Utah Code Annotated 11-13-102

Ordinance 13-06

ORDINANCE APPROVING AN ANNEXATION OF APPROXIMATELY 33 ACRES KNOWN AS THE RICHARDS/PCMC ANNEXATION LOCATED IN THE SOUTH HALF OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, UTAH AND AMENDING THE OFFICIAL ZONING MAP OF PARK CITY TO ZONE THE PCMC PROPERTY AS RECREATION OPEN SPACE (ROS) AND THE RICHARDS PROPERTY AS SINGLE FAMILY DEVELOPMENT (SF).

WHEREAS, on February 7, 2012, the Petitioners, PCMC and Franklin D. Richards, Jr. Family Trust, filed an annexation petition with the City Recorder for annexation of two metes and bounds described parcels that are currently within the jurisdiction of Summit County and surrounded by properties that are within the Park City municipal boundaries as shown on the attached Annexation Agreement;

WHEREAS, the Property is 33.49 acres in area and is located west of SR 224 and north of Payday Drive, as described in the attached Annexation Agreement, Annexation Plat (Exhibit A to the Annexation Agreement), Legal Descriptions (Exhibit B to the Annexation Agreement) and Proposed Zoning Map Amendment (Exhibit F to the Annexation Agreement);

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

WHEREAS, the annexation petition was accepted by the City Council on February 16, 2012;

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

WHEREAS, On March 1, 2012, the City Recorder certified the annexation petition and delivered notice letters to the "affected entities" required by Utah Code, Section 10-2-405, and provided legal notice that the petition had been certified and the required 30-day protest period had begun;

WHEREAS, no protests were filed by any "affected entities" or other jurisdictions within the 30-day protest period and the petition was considered accepted on April 1, 2012;

WHEREAS, the Planning Commission, after proper notice, conducted public hearings on the Annexation petition application on May 9th, September 26th, October 24th, November 28th, December 12th, 2012, and on January 9th, 2013;

WHEREAS, on January 9th, 2013, the Planning Commission forwarded a recommendation to City Council on the proposed annexation and zoning of the Richards/PCMC Annexation;

WHEREAS, on January 31st, 2013, the City Council conducted a public hearing and discussed the annexation and zoning map amendment and took public testimony on the matter, as required by law;

WHEREAS, the City Council finds that the annexation and requested zoning map amendments are consistent with the Park City General Plan;

WHEREAS, the preliminary subdivision plat (Exhibit C to the Annexation Agreement) sets forth a maximum of seven single family development lots and one common lot for an existing indoor riding arena. Preliminary platting indicates maximum allowable density of seven units, lot sizes, preliminary building pad areas for houses and barns, house sizes, building massing and height restrictions, limits of disturbance areas, phasing, access, and other site planning requirements that have a goal of enhancing rather than detracting from the aesthetic quality of the entry corridor and ensuring that the final plat will result in a development that is compatible with the surrounding neighborhood; and

WHEREAS, an Annexation Agreement, between the City and Franklin D. Richards, Jr., Family Trust, pursuant to the Land Management Code, Section 15-8-5 (C), setting forth further terms and conditions of the Annexation and final subdivision plat, is herein attached.

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

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

The Property so annexed shall enjoy the privileges of Park City as described in the Annexation Agreement and shall be subject to all City levies and assessments, conditions, and restrictions as described in the terms of said Annexation Agreement.

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

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

SECTION 3. COMPLIANCE WITH STATE LAW, GENERAL PLAN, AND ANNEXATION POLICY PLAN. This annexation and the proposed zoning meets the standards for annexation set forth in Title 10, Chapter 2 of the Utah Code, the Park City

General Plan, and Park City Annexation Policy Plan - Land Management Code Chapter 8, Annexation.

SECTION 4. OFFICIAL PARK CITY ZONING MAP AMENDMENT. The Official Park City Zoning Map is hereby amended to include said PCMC Parcel in the ROS zoning district and the Richards Parcel in the SF zoning district, as shown in Exhibit F to the Annexation Agreement.

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

Findings of Fact

1. On February 7, 2012, the applicants filed an annexation petition with the City Recorder for annexation of two parcels currently within the jurisdiction of Summit County and completely surrounded by properties within the Park City municipal boundaries.
2. The applicants are requesting annexation and zoning approval for two separately owned parcels. The Franklin D. Richards Jr. Family Trust ("Richards Parcel") is 13.75 acres and the requested zoning is Single Family (SF). The PCMC Parcel is 19.74 acres and the requested zoning is Recreation Open Space (ROS).
3. The property is located north of Payday Drive (north of the Thayne's Creek Ranch Subdivision), south of Aspen Springs Subdivision, east of Iron Canyon Subdivision, and west of Highway 224. The property is surrounded on all boundaries by Park City municipal boundaries and is considered an island of unincorporated land.
4. The applicants submitted an annexation plat for the two parcels, prepared by a licensed surveyor and additional annexation petition materials according to provisions of the City's Annexation Policy Plan and Utah State Code. A Preliminary Subdivision Plat (Exhibit C to the Annexation Agreement) and an existing conditions survey map were also submitted.
5. The Preliminary Subdivision Plat indicates four single family home lots in Phase I and three single family lots in Phase II, and Lot 8, the equestrian lot. The existing home, guest house and horse training facility are in Phase II and may remain unplatted until a final subdivision plat is submitted and approved by the City for that property. Barn pad locations are indicated for the equestrian lots.
6. The petition was accepted by the City Council on February 16, 2012 and certified by the City Recorder on March 1, 2012. Legal notice was published in the Park Record and the Public Website as required by State Code. Notice of certification was mailed to affected entities as required by the State Code. The protest period for acceptance of the petition ended on April 1st. No protests to the petition were filed.
7. The PCMC property is a dedicated open space parcel, subject to a March 24th, 2005, Deed of Conservation Easement in favor of the Summit Land Conservancy, in perpetuity. In 1999, the City purchased this 19.74 acre parcel through a purchase agreement with the Trust for Public Land from Frank Richards. A lease agreement is required for use of the PCMC Parcel by any person or entity other than by the City.
8. The PCMC Parcel is currently utilized for agricultural uses of grazing and growing of hay, as well as for undisturbed open space along streams, irrigation ditches, and wetlands. The City provides winter time grooming of a ski trail within the parcel, along Hwy 224. The land was originally part of the Franklin D. Richard,

- Jr. Family Trust. The PCMC property will remain as open space in perpetuity, subject to restrictions of the 2005 Deed of Conservation Easement (Exhibit D to the Annexation Agreement).
9. The property is located within the Park City Municipal Corporation Annexation Expansion Area boundary, as described in the adopted Annexation Policy Plan (Land Management Code (LMC) Chapter 8) and is contiguous with the current Park City Municipal Boundary along the south property lines with the Thayne's Creek Subdivision Annexation (June 2, 1989) and the Treasure Mountain Annexation (Thayne's Canyon Subdivision) (July 28, 1971). The property is contiguous with the City along the north property lines with the Peterson Property Annexation (February 22, 1993) and the Chamber Bureau Kiosk Annexation. . Along the west property line there is contiguity with the Smith Ranch Annexation (July 14, 1988) (aka Aspen Springs Subdivision) and the Iron Canyon Annexation (October 28, 1983). Along the east property lines there is contiguity with the McLeod Creek Annexation (May 7, 1979).
 10. The proposed annexation properties are the only non-annexed properties owned by these Petitioners in the surrounding area.
 11. Access to the Richards property is from Payday Drive at the existing driveway to the Richards farm. Access to the PCMC property is also from Payday Drive, just west of Hwy 224 at a stubbed in roadway. This access is used by ski grooming equipment and other municipal vehicles to maintain the property. No access is proposed directly off of Highway 224 with this annexation or for the subdivision.
 12. The property is subject to the Employee/Affordable Housing requirements of the Affordable Housing Guidelines and Standards Resolution 20-07. One Affordable Unit Equivalent equals 900 square feet. The affordable housing obligation is 15% of 6 new units or 0.9 AUE (810 sf). Affordable house shall be provided on-site according to requirements of the Housing Resolution 20-07, unless payment of fees in lieu is approved by the Park City Housing Authority. Addition requirements regarding affordable housing are spelled out in the Annexation Agreement. Fees in lieu are subject to the dollar amounts established by the Housing Authority and in effect at the time of submittal of building permits or as required by the Housing Authority.
 13. Land uses proposed in the Preliminary Subdivision Plat include a total of 7 single family lots and 1 common area lot (Lot 8 of the preliminary subdivision plat) for an existing riding arena. No density is assigned or permitted to be developed on Lot 8. Only one single family home and one barn are permitted to be constructed on the remaining lots. Lot 5 of the preliminary subdivision plat contains an existing single family house and a guest house that may remain and be used as a guest house. These uses are permitted.
 14. Per the Land Management Code, a maximum of 2 horses per acre of lot area are permitted on lots containing one acre or more, subject to an administrative conditional use permit and an animal management plan. The PCMC Parcel allows only uses permitted by the 2005 Deed of Conservation Easement (Exhibit D to the Annexation Agreement). Lots 3 and 4 may be combined into one lot of record, allowing a maximum of 2 horses on the combined lot, subject to the LMC Section 15-2.11-6 Maximum House Size and Setbacks on Combined Lots and any conditions of approval of a plat amendment to combine the lots prior to issuance of a building permit.
 15. The proposed land uses are consistent with the purpose statements of the SF and ROS zones respectively. The SF zone does not allow nightly rental uses and restricting this use is consistent with the character of the surrounding

neighborhood.

16. The Annexation Agreement and Preliminary Subdivision Plat limit the total number of lots to eight (8), including the equestrian lot, and the final plat would include a note indicating that no further subdivision of lots is allowed and no residential or commercial density is permitted on Lot 8. Barns are to be used for agricultural uses, horses, and related storage and not for human occupation.
17. Annexation of this parcel will not create an island, peninsula, or irregular city boundary. The annexation is a logical extension of the City Boundary.
18. Provision of municipal services for this property is more efficiently provided by Park City than by Summit County.
19. Areas of wetlands and irrigation ditches, and any required setbacks from these areas have been identified on the property.
20. The annexation is outside the City's Soils Ordinance District and there are no areas of steep slope that would indicate the property should be placed in the Sensitive Lands Overlay Zone. Wetlands and streams are protected by language in the LMC requiring minimum setbacks and protection during construction. The platting of specific building envelopes for houses and barns at the time of the final subdivision plat will further protect these sensitive areas from impacts of development.
21. The annexation petition has been reviewed pursuant to the Utah Code Annotated (UCA) Sections 10-2-401, 10-2-402 and 10-2-403. The annexation petition requirements set forth in these sections of the UCA have been met; including issues of 1) contiguity and municipal annexation expansion area, 2) boundaries drawn along existing local districts, special districts and other taxing entities, and 3) for the content of the petition.
22. The proposed annexation is consistent with the purpose statements of the Annexation Policy Plan and as conditioned will protect the general interests and character of the community; assure orderly growth and development of the Park City community in terms of utilities and public services; preserve open space and ensure environmental quality; protect a prominent entry corridor, view sheds and environmentally Sensitive Lands; enhance pedestrian connectivity, create buffer areas; and protect the general health, safety, and welfare of the public.
23. City Staff has reviewed the proposed annexation and preliminary plat against the general requirements established for annexation to Park City as presented in LMC Section 15-8-2 and as further described in the Analysis section of this report.
24. The property was posted, courtesy notices were mailed to surrounding property owners, and legal notice was published in the Park Record according to requirements for annexations in the LMC and State Code.

Conclusions of Law

1. The Annexation and Zoning Map amendment are consistent with the Annexation Policy Plan and the Park City General Plan.
2. Approval of the Annexation and Zoning Map amendment does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval

1. The Official Zoning Map shall be amended to designate the PCMC property as Recreation Open Space (ROS) and the Richards Parcel as Single Family (SF).
2. The Annexation Agreement shall be fully executed and recorded at Summit County.

3. Petitioner and PCMC shall execute a Water Agreement (Exhibit E to the Annexation Agreement, to be recorded separately) providing for the transportation of water to the subdivision.
4. Recordation of a final subdivision plat, to create legal lots of record; dedicate utility, access, drainage, snow storage, and irrigation easements; identify platted building pads for houses and barns; identify limits of disturbance areas and driveway and hard surface areas; establish architectural guidelines for barns; establish fencing details; and to address other issues that are typically addressed at the time of the final subdivision plat, is a requirement prior to commencing of site work and issuance of building permits on the Property.
5. The final subdivision plat shall be in substantial compliance with the Preliminary Subdivision Plat (Exhibit C to the Annexation Agreement) submitted with the Annexation petition, as amended. The final subdivision plat shall include plat notes stating that the maximum density of the subdivision is seven (7) single family dwelling units and that no lot shall be further subdivided to increase the overall density of the subdivision. Barns shall not be used for human occupation. The existing guest house on Lot 5 may remain and is not separately saleable from the main dwelling. If the affordable housing unit is provided on site that unit is in addition to the maximum density of seven units.
6. All exterior lighting shall be reviewed with each building permit application for compliance with best lighting practices as recommended by the Dark Skies organization.
7. Fencing shall be consistent through-out the subdivision and described on the final subdivision plat and in the CCRs. A fencing plan shall be submitted with the final subdivision plat application and with each building permit application to allow Staff to review all fencing for consistency through-out the subdivision and to review impacts of fencing on wildlife movement through the site. The fencing plan shall include location of fences and materials, dimensions, and installation methods.
8. Construction of a five foot wide public side walk along Payday Drive connecting the existing sidewalk on the north side of the street with Iron Mountain Drive is required to provide connectivity to Rotary Park and shall be identified on the final subdivision plat. The sidewalk and all required public improvements, including landscaping of the public right-of-way along Payday Drive, shall be completed prior to issuance of a certificate of occupancy for any new house on the property.
9. A grading plan and landscape plan shall be submitted with each building permit application and this requirement shall be noted on the final subdivision plat. A landscaping plan for public right-of-way and any common areas shall be submitted with the final subdivision plat.
10. A note shall be included on the final subdivision plat requiring each new house in the development to meet LEED for Homes Silver Rating certification (at a minimum) with required water conservation requirements as further described in the Annexation Agreement.
11. Excavated materials shall remain on site to the greatest extent possible.
12. Use of the PCMC Parcel shall be addressed and regulated by a signed and executed Lease Agreement for Agricultural Use and Grazing for use by any person or entity other than the City. All use of the PCMC Parcel shall comply with the March 24, 2005 Deed of Conservation Easement by and between Park City Municipal Corporation and in favor of Summit Land Conservancy.
13. The application is subject to the City's Affordable Housing Resolution 20-07 and as further described in the Annexation Agreement. The affordable housing

- obligation shall be provided on the property, unless otherwise approved by the Park City Housing Authority. If the affordable housing unit is provided within the subdivision, the unit will not count against the maximum allowed density.
14. A note shall be added to the final subdivision plat stating that the Planning Director may grant an administrative Conditional Use permit for the raising and grazing of horses on these lots, including a barn located within an identified building pad on the final subdivision plat, provided the application complies with the LMC requirements for raising and grazing of horses and providing an Animal Management Plan is submitted and approved. Barns may not be used for human occupation.
 15. Access easements shall be provided on the final subdivision plat, along lot lines as necessary to facilitate utility service, irrigation, and access to the PCMC Parcel, for equestrian use and for maintenance of the parcel as allowed by the March 2005 Deed of Conservation Easement.
 16. All conditions and restrictions of the Annexation Agreement shall continue to apply to the final subdivision plat.
 17. The final subdivision plat shall dedicate a private access easement for the Ross-Gaebe Property to memorialize the existing private easement across the existing driveway and to extend this easement to the public ROW at Payday Drive.
 18. Prior to recordation of a final subdivision plat a historic reconnaissance survey should be conducted by the applicant in conformance with the City's Historic Preservation Chapter 11 of the Land Management Code and a certification letter regarding any historic resources shall be submitted to the City. Any discovered historical or cultural resources will be added to the City's Historic Sites Inventory and designated as either "Significant" or "Landmark" according to the criteria as listed in LMC Chapter 11.
 19. Ownership of water rights shall not affect the application of the Impact Fee Ordinance to the Property at the time of development of the lots.
 20. A lot line adjustment application will be allowed to combine Lots 3 and 4 into one lot of record. The lot combination will be subject to the LMC Section 15-2.11-6 Maximum House Size and Setbacks on Combined Lots.

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

PASSED AND ADOPTED this 31st day of January, 2013.

PARK CITY MUNICIPAL CORPORATION


Dana Williams, MAYOR

ATTEST:


Janet M. Scott, CITY RECORDER



APPROVED AS TO FORM:



Thomas A. Daley, Sr. DEPUTY CITY ATTORNEY

Attachment- Annexation Agreement and Exhibits

When recorded, please return to:
PARK CITY MUNICIPAL CORPORATION
City Recorder
P O Box 1480
Park City UT 84060

RICHARDS PARCEL ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (this "**Agreement**") is made by and between Park City Municipal Corporation (hereinafter, "**PCMC**" or the "**City**") and Franklin D. Richards, Jr. Family Trust (December 24, 2002) (hereinafter, "**Petitioner**") to set forth the terms and conditions under which Park City will annex certain land owned by Petitioner (hereinafter, "**Richards Parcel**" or "**Petitioner's Property**"), consisting of approximately 13.75 acres and located in unincorporated Summit County, Utah, north of Payday Drive and west of State Route 224. The Richards Parcel is one of two parcels proposed to be annexed into Park City's municipal boundaries. The other parcel proposed for annexation is a 19.74 acre parcel owned by the City (hereinafter, "**PCMC Parcel**"). Together, the annexation of the Richards Parcel and the PCMC Parcel shall be referred to as the Richards/PCMC Annexation; the petition to annex both parcels shall be referred to as the "Annexation Petition;" and both the Richards Parcel and the PCMC Parcel shall be referred to as the "Annexation Property." The Richards/PCMC Annexation Petition requests annexation into the corporate limits of Park City and extension of municipal services to the Richards Parcel. The PCMC Parcel is included in the Annexation Petition but is not subject to the terms of this Annexation Agreement. The City and Petitioner are sometimes collectively referred to in this Agreement as the "Parties" or individually as a "Party". This Agreement is made under authority of §§ 10-2-401 et. Seq. of the Utah Code, Annotated 1953, as amended "**MLUDMA**").

WHEREAS, the Richards/PCMC Annexation includes the following parcels: the PCMC Parcel, with tax identification number SS-104-1-B-1-X, owned by PCMC and consisting of 19.74 acres, and the Richards Parcel, with tax identification number SS-104-1-B, owned by Petitioner and consisting of 13.75 acres.

WHEREAS, in furtherance of the foregoing, the Petitioner desires to annex the Richards Parcel into the corporate limits of the City and, to that end, a complete Annexation Petition for the Annexation Property was filed with the City on February 12, 2012. The Annexation Petition was accepted by the City Council on February 16, 2012, and certified by the City Recorder on March 1, 2012. The first public hearing was conducted by the Planning Commission on May 9, 2012. Subsequent public hearings were conducted by the Planning Commission on September 26th and December 12th of 2012 and January 9th of 2013.

WHEREAS, in connection with the Richards/PCMC Annexation, the Annexation Property is proposed to be zoned Single Family (SF Zone) for the Richards Parcel and Recreation Open Space (ROS Zone) for the City Parcel. The SF Zone is a City zoning district allowing for low density, single family home development that maintains existing predominately single family detached residential neighborhoods, maintains the character of mountain resort neighborhoods with compatible design, and

requires a streetscape that minimizes impacts on existing residents and reduces the architectural impacts of the automobile. The SF zoning district is more fully described in the City's Land Management Code.

NOW, THEREFORE, in furtherance of the Annexation Petition, in consideration of City's action to annex Petitioner's property, and in consideration of the mutual promises contained herein, as well as the mutual benefits to be derived here from, the Parties agree that the terms and conditions of the Richards/PCMC Annexation shall be as follows:

1. **Property.** The Richards Parcel to be annexed is approximately 13.75 acres in area, as depicted on the annexation plat attached as Exhibit A (the "**Annexation Plat**") and as more fully described in the legal descriptions attached as Exhibit B. The PCMC Parcel consists of 19.74 acres. The total Richards/PCMC Annexation includes both parcels and totals approximately 33.49 acres.

2. **Zoning.** Upon Annexation, the Richards Parcel will be zoned Single Family (SF). The PCMC Parcel will be zoned Recreation Open Space (ROS). The official zoning map of Park City shall be amended to include these properties and zoning designations (see Exhibit F).

3. **Subdivision; Density and Phasing.** Pursuant to Land Management Code Section 15-8-3 on February 12, 2012, a complete revised application for a Preliminary Subdivision Plat on the 13.75 acre Richards Parcel of the Property was filed with the City. The Preliminary Subdivision Plat is attached as Exhibit C. The maximum allowable residential density is seven (7) dwelling units with all units to be single family detached houses located within the Richards Parcel. The PCMC Parcel is to be platted as open space with ROS zoning, subject to the Deed of Conservation Easement described below. Uses of the PCMC Parcel must comply with the ROS zoning and the March 24th, 2005, Deed of Conservation Easement entered into by and between Park City Municipal Corporation (Exhibit D), in favor of the Summit Land Conservancy, a Utah non-profit corporation.

The maximum density allowed on the Richards Parcel does not include the required affordable housing unit ("**AUE**") as specified in Paragraph 10 below. The land use development of the Property shall be governed by the maximum density stipulated in this Agreement, zoning designations provided herein and by the Final Subdivision Plat, to be finalized as soon as reasonably practicable following completion of the annexation process pursuant to Utah Code Annotated § 10-2-425(5).

Moreover, any substantive amendments to this Annexation Agreement shall be processed in accordance with the Park City Land Management Code and MLUDMA in effect at the time an application for amendment is filed with the City Planning Department.

Further, as part of the Final Subdivision Plat approval process, the phasing of the development of the Petitioner's Property shall be determined in a manner that ensures the adequacy of public facilities as may be required to support any such development.

4. **Sidewalks.** A condition precedent to building permit issuance for construction on any lot within the Final Subdivision, is the dedication to the City of a ten (10') wide, non-exclusive, public easement across the Petitioner's Property along Payday Drive, for the purposes of public access, utilities, irrigation, storm water drainage, landscaping and snow storage. Construction of a five (5') foot wide non-vehicular public pedestrian sidewalk, to be located within the ten (10') public easement and

constructed to City Standards and Specifications as required by the City Engineer, shall be included as part of the required public improvements for the future development. The sidewalks shall connect to the existing sidewalk within the Thayne's Creek Ranch B Subdivision and shall run to the Property's western boundary at Iron Mountain Drive, with the final location to be determined by the City Engineer during the Final Subdivision Plat review process. Any obligations or guarantees with respect to the construction of such sidewalks shall be governed by the terms and conditions of the Final Subdivision for the Property.

5. **Fire Prevention Measures.** Because of potential wild land interface issues on the Petitioner's Property, the Petitioner (or, as specified in connection with any such assignment, its assigns) agrees to implement a fire protection and emergency access plan, to be submitted prior to the issuance of any building permits, to be reviewed and approved by the Fire Marshall and Chief Building Official for compliance with applicable building and fire codes. Such plan may include a requirement for residential fire sprinkler systems for all structures. Fire and emergency access and fire hydrants shall be installed as required by the fire protection plan prior to issuance of any full building permits on the Property.

6. **Roads and Road Design.** All streets and roads within the Property are to be private roads designed and retained as private roads. Final design shall be determined during the Final Subdivision Plat review process.

7. **Sanitary Sewer, Line Extensions and Storm Water Detention Facilities.** Construction and alignment of the sanitary sewer shall be established as part of the Final Subdivision Plat for the Property (as accepted by the City and filed in the official real estate records of Summit County, Utah, the "**Subdivision Plat**"). The preferred alignment of the sanitary sewer shall be that alignment which results in the least visual impact and site disturbance while meeting the site design and construction requirements of the Snyderville Basin Water Reclamation District.

In connection with the Final Subdivision Plat review process, on-site storm water detention facilities, or alternatives, as approved by the Park City Engineer, may be required. The timing for the construction of such storm water detention facilities shall be determined by the City Engineer, at the time of final Subdivision Plat review (the "**Storm Detention Facilities**"). Maintenance of on-site storm water detention facilities will be the responsibility of the Petitioner or of a future homeowner's association for common facilities.

8. **Water Rights.** Pursuant to the Annexation Petition the Petitioner owns 102.5 ac-ft of water under Water Right 35-8458, of which 42 ac-ft is utilized on the 13.75 acres for irrigation. Petitioner and City are currently working to resolve a title dispute on as much as 69 acre feet of the 102.5 acre feet. That dispute will not affect the implementation of this Annexation Agreement.

Previously, the Petitioner conveyed 7.5 ac-ft from Water Right 35-8458 to the lot owners within the Thayne's Creek Ranch Subdivision as part of the Thayne's Creek Ranch Annexation Agreement and Subdivision approval. An additional 10 ac-ft were conveyed to the Trust for Public Lands in connection with irrigation of the Conservation Easement on the 19.74 acre PCMC Parcel. Petitioner agrees to convey to lot purchasers one (1) acre foot from this water right for each of Lots 3 and 4, two (2) acre feet for each of Lots 1 and 2, four (4) acre feet for each of lots 6 and 7, and two and a half (2.5) acre feet for lot 5, the equestrian lot, for the purpose of irrigation and stock water, for a total of sixteen and a half

(16.5) acre feet. Park City also owns a portion of the same water right and uses it along with Park City's other water rights to irrigate the PCMC Parcel and other City-owned property.

Since filing the Annexation Petition, the Petitioner has conveyed 86 acre feet of the decreed water right to a third party who is unrelated to the Richards/PCMC Annexation. The underlying water right which is being segregated to represent the respective interests of the three parties (including the third party) has a priority date of 1882. Thus, this water right will be subject to priority cuts by the Utah Division of Water Rights.

The distribution of water represented by water rights which will be owned by Park City, the Petitioner, and the third party through open ditches, streams, and head gates will present challenges to Park City due to Park City operating the water distribution system above and below the proposed subdivision. Accordingly, PCMC and Petitioner will enter into a separate agreement regarding the delivery of water to the Petitioner's Property. (Hereafter the "Water Agreement").

As set forth in the Water Agreement, which will be approved by City Council, Petitioner and the City have agreed that the City will operate the head gates leading into the Petitioner's Property and proposed subdivision. City will operate the head gates in accordance with the water rights of record owned in the aggregate by the individual lot owners and the City. The Petitioner understands that Park City's operation of head gates will be subject to the Utah Division of Water Right's enforcement of water rights. Petitioner further understands that the City will not operate or in any way be responsible for the design, construction, or maintenance of the irrigation water delivery system within the subdivision.

The water agreement, be recorded separately, will also address improvements to the existing ditch system and infrastructure (improvements) that will be required to accurately divert and measure the correct flow rate to the Petitioner, the City, and the third party. The cost of improvements will be shared between the Petitioner and the City in proportion to each party's quantity of water, as provided in the Water Agreement.

City may convey water through the Petitioner's proposed subdivision as provided in the Water Agreement. It will be the responsibility of the water right owners in the subdivision to construct facilities to meet their irrigation needs based on this continuous flow and delivery location. City may elect to establish an irrigation turn system.

9. **Water Impact Fees and Other Water Facilities and Systems Costs.** Certain water facilities and systems internal to Petitioner's Property shall be required to be constructed and, to the extent they are dedicated to the City, easements therefore granted to the City, all of which shall be determined, and agreed to, by the affected parties and the City during the Final Subdivision review process (the "**Water Facilities and Systems**"). Any and all such Water Facilities and Systems shall be constructed to not less than the specifications reasonably required by the City Engineer. Petitioner acknowledges that water impact fees will be collected by City in the same manner and in the same amount as with other development within municipal boundaries and that impact fees so collected will not be refunded to Petitioner or to individual building permit applicants developing within the proposed annexation area. Ownership of water rights will not affect the application of the Impact Fee Ordinance to the Property.

10. **Affordable Housing Requirement.** Affordable/employee housing shall be provided in a manner consistent with the City's Affordable Housing Resolution 20-07. The affordable housing requirement is 0.9 Affordable Unit Equivalent (AUE) determined by applying the requirement for 15% of the six dwelling units to be constructed. One dwelling unit currently exists on the property. The 0.9 AUE equates to 810 square feet of net livable space, as one (1.0) AUE is 900 square feet of net livable space. Payment of fees in lieu of development of affordable units on or off-site is allowed at the discretion of the Park City Housing Authority in compliance with the criteria stated in the City's Affordable Housing Resolution 20-07, with in-lieu fee to be calculated based on the formula identified in the City's Affordable Housing Resolution (25-12). Timing of the completion of affordable units and timing of payment of fees in lieu of development are subject to the requirements of Affordable Housing Resolution 20-07.

11. **Sustainable Development requirements.** All construction of dwelling units within the Final Subdivision shall utilize sustainable site design, development and building practices and otherwise comply with requirements of the SF Zone. Unless otherwise approved in the Final Subdivision plat, in compliance with the current Environmental/ Sustainability Element of the General Plan, each home in the development must receive National Association of Home Builders National Green Building Standards Silver (or higher) Certification (or other Green Building certification as approved by the Planning Commission at the time of the Final Subdivision plat approval) **OR** reach LEED for Homes Silver (or higher) Rating. Green Building Certification and LEED for Homes Silver rating criteria to be used shall be those applicable at the time of building permit application.

In addition to the builder achieving the aforementioned points on the Green Building or LEED for Homes Silver (or higher), certification checklists, in order to achieve water conservation goals, the builder must also either:

- Achieve at a minimum, the Silver Performance Level points within Chapter 8, Water Efficiency, of the National Association of Home Builders National Green Building Standards; OR
- Achieve a minimum combined 10 points within the 1) Sustainable Sites (SS 2) Landscaping and 2) Water Efficiency (WE) categories of the LEED for Homes Checklist; OR
- Achieve an equivalent water conservation standard applicable at the time of the building permit application.

Points achieved in these resource conservation categories will count towards the overall score. Application for the award certification and plaque commemorating LEED for Homes Silver (or higher) is at the discretion and expense of the Petitioner or individual Lot owner.

12. **Planning Review Fees.** Lot owners of lots within the proposed subdivision shall be responsible for all standard and customary, and generally-applicable planning, building, subdivision and construction inspection fees imposed by the City in accordance with the Park City Land Management Code and the Park City Municipal Code.

13. **Impact and Building Fees.** Lot owners of lots within the proposed subdivision shall be responsible for all standard and customary, and generally-applicable, fees, such as development, impact,

park and recreation land acquisition, building permit and plan check fees due and payable for construction on the Property at the time of application for any building permits. Ownership of water rights shall not change the application of the Impact Fee Ordinance to the Property.

14. **Acceptance of Public Improvements.** Subject to fulfillment of all the conditions of the Subdivision Ordinance and, further, Park City's final approval of the construction of any such public improvements, those water facilities, utilities, fire hydrants, and easements as may be agreed by Parties in connection with the Final Subdivision Plat review and approval process (the "**Public Improvements**"), shall be conveyed and dedicated to the City, for public purposes.

15. **Snow Removal and Storage.** Snow removal from private roads shall be the responsibility of the Property Owners. Park City shall not be obligated to remove snow from private sidewalks unless the sidewalks are classified as part of a community trail system and incorporated into the City wide snow removal program. Public snow storage easements shall be provided along Payday Drive and identified on the Final Subdivision plat to be located within the ten foot (10') public easement described in paragraph 4.

16. **Fiscal Impact Analysis.** The Fiscal Impact Analysis, prepared by Alliance Engineering for the Petitioner dated January 24, 2012 and updated with the revised preliminary subdivision plat prior to the September 26th, 2012 Planning Commission meeting, has been reviewed by the Planning Staff and Planning Commission. The Fiscal Impact Analysis concludes that the Annexation will not result in an overall negative impact on the City or School District. The analysis includes revenue and cost assumptions related to the Annexation and development of the Property, concludes a possible net fiscal gain to the School District is possible, based on the increase in property tax revenue for a mix of primary and secondary homes.

17. **Traffic Mitigation.** A review and analysis of impacts of the development on neighboring streets and major intersections was submitted with the Annexation petition. No mitigation measures are proposed due to the low density and low level of impact of the proposed development on local streets and at major intersections.

18. **Lease Agreement for Use of the PCMC Parcel.** A separate agreement will be entered into by Petitioner and PCMC ("Lease Agreement") for the use of the PCMC Parcel by Petitioner. All use of the PCMC Parcel shall be consistent with the March 24, 2005 Deed of Conservation Easement by and between Park City Municipal Corporation and in favor of Summit Land Conservancy (Exhibit D).

19. **Effective Date.** This Annexation Agreement is effective upon recordation of the annexation plat and the filing and recordation of the annexation ordinance, and further, the City provides notice of the recordation to the parties of this Annexation Agreement.

20. **Governing Law; Jurisdiction and Venue.** The laws of the State of Utah shall govern this Annexation Agreement. The City and Petitioner agree that jurisdiction and venue are proper in Summit County.

21. **Real Covenant, Equitable Servitude.** This Annexation Agreement constitutes a real covenant and an equitable servitude on the Property. The terms of this Agreement touch and concern and both benefit and burden the Property. The benefits and burdens of this Agreement run with the land,

and are intended to bind all successors in interest to any portion of the Property. This Agreement, a certified copy of the ordinance approving the Annexation (**the “Annexation Ordinance”**), and the Annexation Plat shall be recorded in the County Recorder’s Office of Summit County, Utah.

22. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof may be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Any such request for assignment may be made by letter addressed to the City and the prior written consent of the City may also be evidenced by letter from the City to Petitioner or its successors or assigns; provided that, notwithstanding the foregoing, the City hereby consents to the assignment of the rights and responsibilities, and the benefits, of this Agreement, in whole or in part, upon written notice to the City; and provided that, in connection with and to the extent of any such assignment, Petitioner shall not have any further rights or responsibilities under this Agreement as and to the extent accruing from and after the date of any such assignment.

23. **Compliance with City Code.** Notwithstanding Paragraph 19 of this Agreement, from the time the Park City Council (the **“City Council”**) approves of this Agreement and upon completion of the Annexation by recordation of the annexation plat with the County Recorder’s Office of Summit County, Utah, the Property shall be subject to compliance with any and all City Codes and Regulations pertaining to the Property.

24. **Full Agreement.** This Agreement, together with the recitals and exhibits attached to this Agreement (which are incorporated in and made a part of this Agreement by this reference), and the written agreements expressly referenced herein, contain the full and complete agreement of the Parties regarding the Annexation of the Property into the City. Only a written instrument signed by all Parties, or their successors or assigns, may amend this Annexation Agreement.

25. **No Joint Venture, Partnership or Third Party Rights.** This Agreement does not create any joint venture, partnership, undertaking or business arrangement among the Parties. Except as otherwise specified herein, this Agreement, the rights and benefits under this Agreement, and the terms or conditions hereof, shall not inure to the benefit of any third party.

26. **Vested Rights.** Subject to the provisions of this Agreement, Petitioner (or its assigns) shall have the right to develop and construct the proposed Subdivision in accordance with the uses, density, and configuration of development approved in the Final Subdivision plat when approved, subject to and in compliance with other applicable ordinances and regulations of Park City.

27. **Nature of Obligations of Petitioner.** Applicant is liable for performance of the obligations imposed under this Agreement only with respect to the portion of property which it owns and shall not have any liability with respect to the portion of the property owned by the City.

28. **Severability.** If any part or provision of this Annexation Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Annexation Agreement except that specific provision determined to be unconstitutional, invalid, or enforceable. If any condition, covenant or other

provision of the Annexation Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by the law.

IN WITNESS WHEREOF, the parties hereto have executed this Annexation Agreement as of the 4 day of MARCH, 2013.

(Signatures begin on following page)

PARK CITY MUNICIPAL CORPORATION,
A political subdivision of the State of Utah

By: *Dana Williams*
Dana Williams, Mayor

Dated this 4 day of MARCH, 2013.

ATTEST: City Clerk

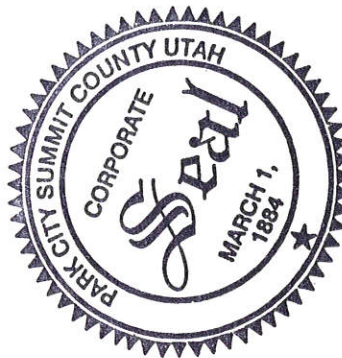
By: *Janet Scott*
Janet Scott, City Recorder

Dated this 4 day of MARCH, 2013.

APPROVED AS TO FORM:

Thomas A. Daley, Sr.
Thomas A. Daley, Sr., Deputy City Attorney
MARK HARRINGTON

Dated this 4 day of MARCH, 2013.



FRANKLIN D. RICHARDS, JR. FAMILY TRUST (DECEMBER 24, 2002), Petitioner

By: *Franklin D. Richards, Jr.*

Name: FRANKLIN D. RICHARDS JR.

Dated this 4 day of MARCH, 2013

Acknowledgement (notary)

Exhibits

- A. Annexation Plat
- B. Legal Descriptions
- C. Preliminary Subdivision plat
- D. Deed of Conservation Easement
- E. Water Agreement (recorded separately)
- F. Zoning Map Amendment

EXHIBIT A
TO
ANNEXATION AGREEMENT
[Attach Annexation Plat]

SURVEYOR'S CERTIFICATE

I, John Deshaun, certify that I am a Registered Land Surveyor, and that I hold Certificate No. 10000, State of Utah, and that I am duly qualified to perform the duties of a Surveyor.

BOUNDARY DESCRIPTION

PARCEL 1 (RICHARDS)
The land described, to-wit: Lot 1 of Section 5 and the north half of Section 8, Township 2 South, Range 4 East, Salt Lake Meridian, will and should belong to the RICHARDS/PCMC ANNEXATION.

PARCEL 2 (PARK CITY MUNICIPAL CORPORATION)
A portion of land located in the southwest quarter of the northeast quarter of Section 5, Township 2 South, Range 4 East, Salt Lake Meridian, will and should belong to the RICHARDS/PCMC ANNEXATION.

OWNER'S DEDICATION AND CONSENT TO RECORD
I, the undersigned, do hereby certify that the above described land is the property of the RICHARDS/PCMC ANNEXATION, and that I have no objection to its being recorded as such.

ACKNOWLEDGMENT
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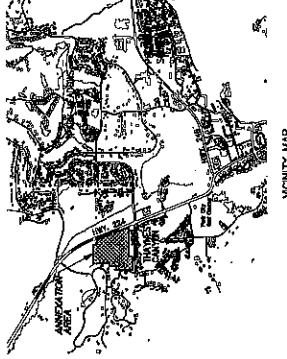
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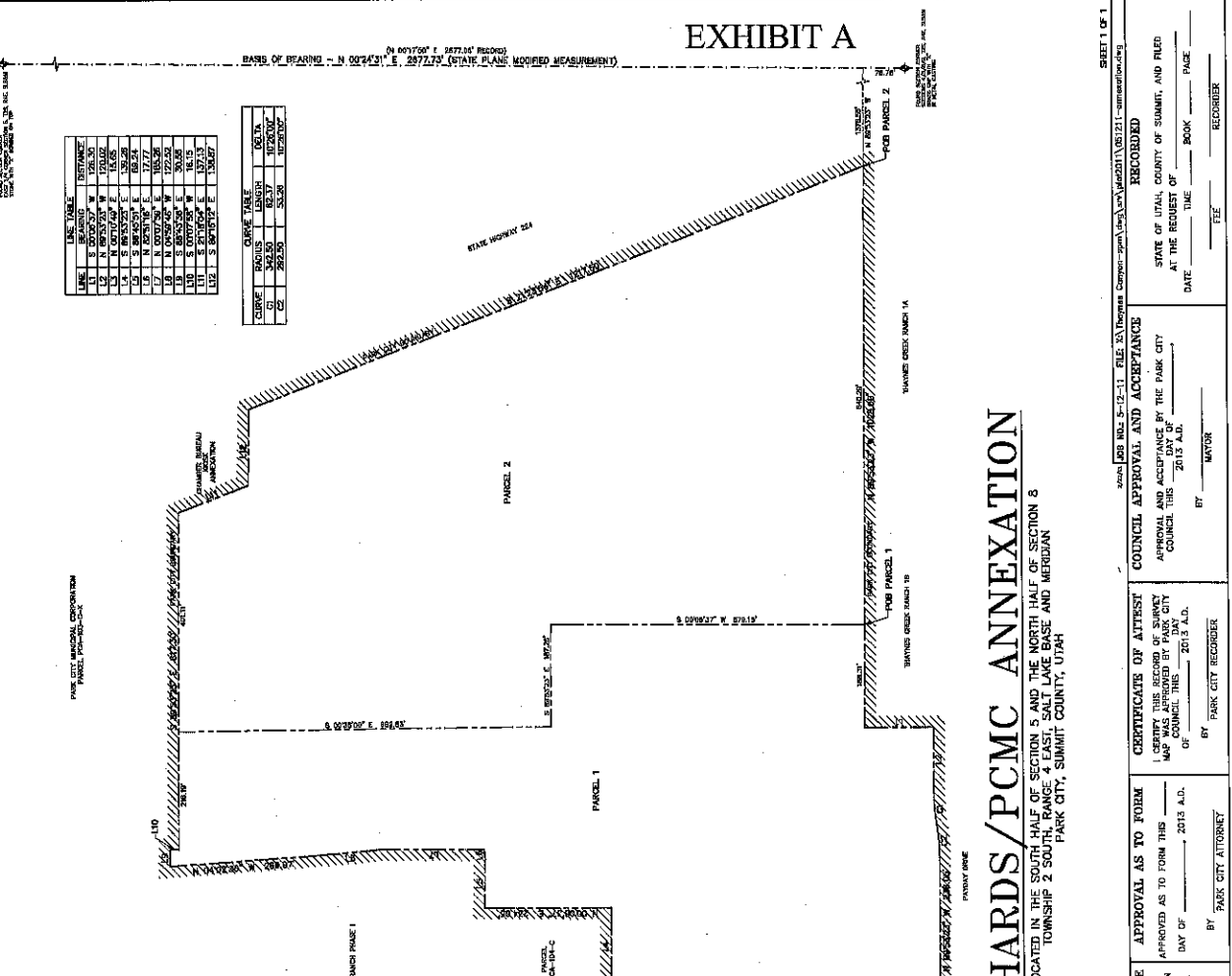
PARK CITY MUNICIPAL CORPORATION
PARCEL 2 (PARK CITY)

LINE TABLE

LINE	BEARING	DISTANCE	AREA
1	S 89°52'34" E	12.00	1.00
2	N 89°52'34" E	12.00	1.00
3	N 89°52'34" E	12.00	1.00
4	N 89°52'34" E	12.00	1.00
5	N 89°52'34" E	12.00	1.00
6	N 89°52'34" E	12.00	1.00
7	N 89°52'34" E	12.00	1.00
8	N 89°52'34" E	12.00	1.00
9	N 89°52'34" E	12.00	1.00
10	N 89°52'34" E	12.00	1.00
11	N 89°52'34" E	12.00	1.00
12	N 89°52'34" E	12.00	1.00

CURVE TABLE

CURVE	RADIUS	LENGTH	AREA
1	100.00	1.00	1.00
2	100.00	1.00	1.00
3	100.00	1.00	1.00
4	100.00	1.00	1.00
5	100.00	1.00	1.00
6	100.00	1.00	1.00
7	100.00	1.00	1.00
8	100.00	1.00	1.00
9	100.00	1.00	1.00
10	100.00	1.00	1.00
11	100.00	1.00	1.00
12	100.00	1.00	1.00



RICHARDS/PCMC ANNEXATION
LOCATED IN THE SOUTH HALF OF SECTION 5 AND THE NORTH HALF OF SECTION 8
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF DATE TIME BOOK PAGE

RECORDED

COUNCIL APPROVAL AND ACCEPTANCE

CERTIFICATE OF ATTEST

APPROVAL AS TO FORM

ENGINEER'S CERTIFICATE

APPROVED AS TO FORM

COUNTY SURVEYOR FILING

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF DATE TIME BOOK PAGE

EXHIBIT B
TO
ANNEXATION AGREEMENT
[Attach Legal Description]

PARK CITY MUNICIPAL CORPORATION ANNEXATION

January 6, 2012

A parcel of land located in the southwest quarter of the southeast quarter of Section 5, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at point that is North 00°24'31" East 76.78 feet along section line and North 89°53'23" West 1376.55 feet from the southeast corner of Section 5, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being on the north boundary of Thaynes Creek Ranch 1A, recorded July 11, 1991, as Entry No. 343985 in the office of the recorder, Summit County, Utah; and running thence along the north boundary of Thaynes Creek Ranch 1A North 89°53'23" West 840.29 feet; thence North 00°06'37" East 579.15 feet; thence North 89°53'23" West 187.26 feet; thence North 00°38'00" West 682.83 feet to a point on the southerly boundary of Park City Municipal Corporation parcel PCA-103-C-X; thence along said parcel boundary South 89°53'23" East 401.11 feet to a point on the westerly boundary of the Chamber Bureau Kiosk Annexation Plat, recorded January 2, 1986, as Entry No. 244420, in the office of the recorder, Summit County, Utah; thence along said plat boundary the following two (2) courses: 1) South 21°18'04" East 137.13 feet; thence 2) South 89°15'12" East 138.87 feet to the westerly right-of-way of State Highway 224; thence along said right-of-way South 21°23'54" East 1217.50 feet to the point of beginning.

Description contains 19.74 acres.

X:\ThaynesCanyon-spm\docs\desc\2-pcmc annex.doc

RICHARDS ANNEXATION

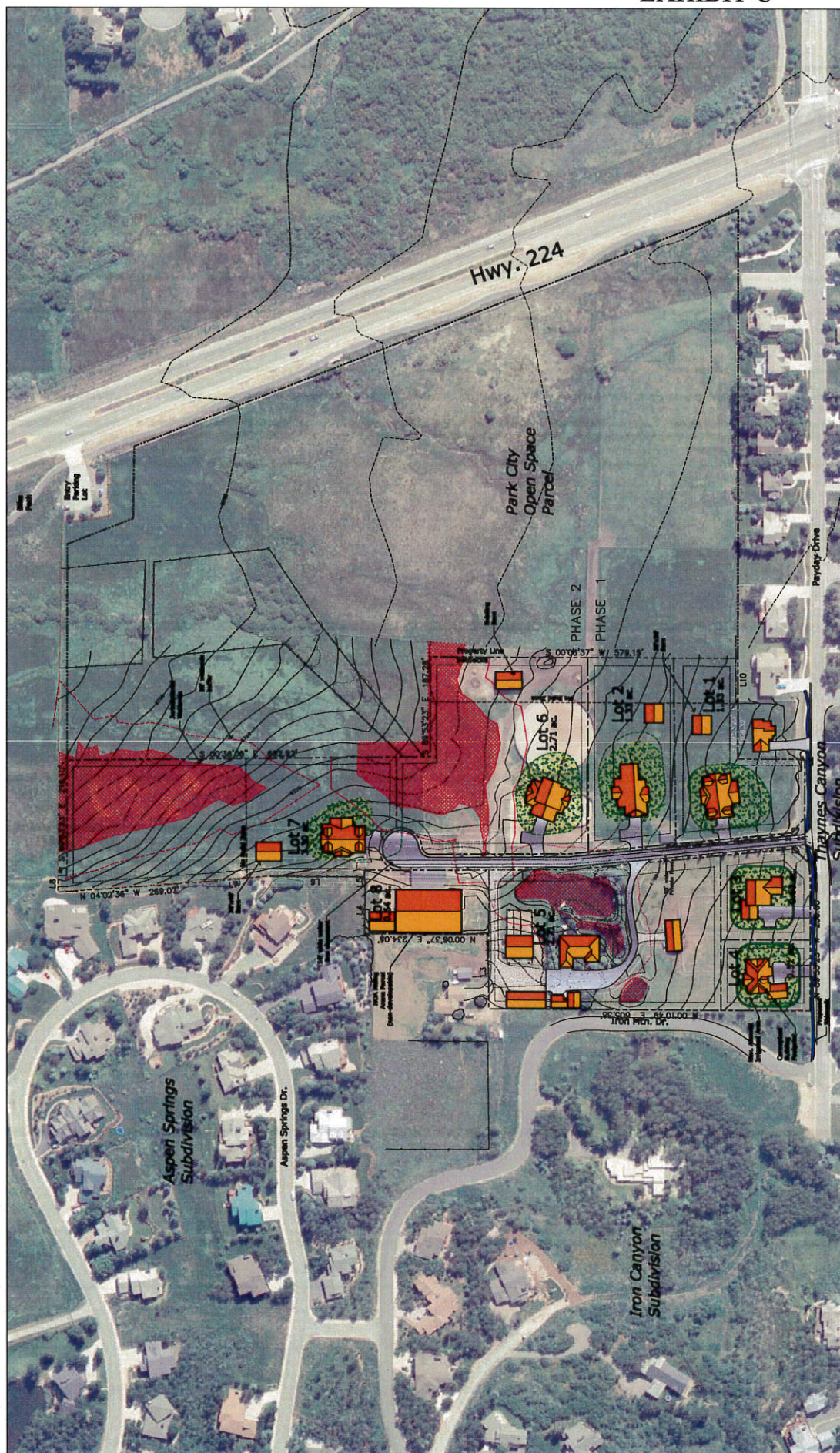
January 6, 2012

A parcel of land located in the south half of Section 5 and the north half of Section 8, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at point that is North 00°24'31" East 76.78 feet along section line and North 89°53'23" West 2216.84 feet from the southeast corner of Section 5, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being located on the north boundary of Thaynes Creek Ranch 1B Subdivision, recorded May 24, 1994, as Entry No. 400847 in the office of the recorder, Summit County, Utah; and running thence along said subdivision boundary the following two courses: 1) North 89°53'23" West 188.31 feet; thence 2) South 00°06'37" West 126.30 feet to a point on the northerly right-of-way of Payday Drive as shown on Thaynes Canyon Subdivision plat, recorded July 28, 1971, as Entry No. 113625 in the office of the recorder, Summit County, Utah; thence along said right-of-way the following four (4) courses: 1) North 89°53'23" West 120.02 feet to a point on a curve to the left having a radius of 342.50 feet, of which the radius point bears South 00°06'37" West; thence 2) along the arc of said curve 62.37 feet through a central angle of 10°26'00" to a point of reverse curve to the right having a radius of 292.50 feet, of which the radius point bears North 10°19'23" West; thence 3) westerly along the arc of said curve 53.26 feet through a central angle of 10°26'00"; thence 4) North 89°53'23" West 236.05 feet; thence North 00°10'49" East 15.65 feet to the southeast corner of Iron Canyon Subdivision, recorded October 28, 1983, as Entry No. 212520 in the office of the recorder, Summit County, Utah; thence along said subdivision boundary North 00°10'49" East 589.65 feet to a point on the southerly boundary of the Annexation and Zoning Plat of the Ross Property, recorded March 17, 1994, as Entry No. 400284 in the office of the recorder, Summit County, Utah; thence along said plat boundary the following two (2) courses: 1) South 89°53'23" East 139.26 feet; thence 2) North 00°06'37" East 234.05 feet to a point on the southerly boundary of Aspen Springs Ranch, Phase 1 Subdivision, recorded October 31, 1991, as Entry No. 349163 in the office of the recorder, Summit County, Utah; thence along said subdivision boundary the following six (6) courses: 1) South 88°45'51" East 89.24 feet; thence 2) North 82°51'16" East 17.77 feet; thence 3) North 00°07'59" East 185.26 feet; thence 4) North 04°59'46" West 122.52 feet; thence 5) North 04°02'36" West 269.07 feet; thence 6) South 88°43'36" East 30.55 feet to a point on the westerly boundary of Park City Municipal Corporation parcel PCA-103-C-X; thence along said parcel boundary the following two (2) courses: 1) South 00°07'58" West 16.15 feet; thence 2) South 89°53'23" East 216.19 feet; thence South 00°38'00" East 682.83 feet; thence South 89°53'23" East 187.26 feet; thence South 00°06'37" West 579.15 feet to the point of beginning.

Description contains 13.75 acres.

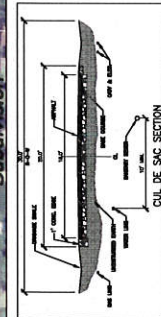
EXHIBIT C
TO
ANNEXATION AGREEMENT
[Attach Preliminary Subdivision Plat]



Development Data-Phase 1

Notes

1. No Lots shall be subdivided.
2. Lot 8 is a common lot for the use of the HOA and shall not include a dwelling unit.
3. The final subdivision is subject to the Annexation Agreement.
4. All residences shall be constructed with a LEED for Homes Silver Rating certificate.



**PARK CITY MUNICIPAL CODE
TABLE OF CONTENTS**

TITLE 15 LAND MANAGEMENT CODE - CHAPTER 2.11

TITLE 15 - LAND MANAGEMENT CODE

CHAPTER 2.11 - SINGLE FAMILY (SF) DISTRICT

15-2.11-1.	PURPOSE.....	1
15-2.11-2.	USES.....	1
15-2.11-3.	LOT AND SITE REQUIREMENTS.....	2
15-2.11-4.	BUILDING HEIGHT.....	7
15-2.11-5.	ARCHITECTURAL REVIEW.....	8
15-2.11-6.	MAXIMUM HOUSE SIZE AND SETBACKS ON COMBINED LOTS.....	8
15-2.11-7.	CRITERIA FOR BED AND BREAKFAST INNS.....	10
15-2.11-8.	OUTDOOR EVENTS AND MUSIC.....	10
15-2.11-9.	CRITERIA FOR RAISING AND GRAZING OF HORSES.....	10
15-2.11-10.	VEGETATION PROTECTION.....	11
15-2.11-11.	SIGNS.....	11
15-2.11-12.	RELATED PROVISIONS.....	11



TITLE 15 - LAND MANAGEMENT CODE (LMC)
CHAPTER 2.11 - SINGLE FAMILY (SF) DISTRICT

Chapter adopted by Ordinance No. 00-51

15-2.11-1. PURPOSE.

The purpose of the Single Family SF District is to:

- (A) maintain existing predominately Single Family detached residential neighborhoods,
- (B) allow for Single Family Development Compatible with existing Developments,
- (C) maintain the character of mountain resort neighborhoods with Compatible residential design; and
- (D) require Streetscape design that minimizes impacts on existing residents and reduces architectural impacts of the automobile.

15-2.11-2. USES.

Uses in the SF District are limited to the following:

- (A) **ALLOWED USES.**

- (1) Single Family Dwelling
- (2) Duplex Dwelling¹
- (3) Secondary Living Quarters²
- (4) Accessory Apartment³
- (5) Nightly Rental⁴
- (6) Home Occupation
- (7) Child Care, In-Home Babysitting⁵
- (8) Child Care, Family⁵
- (9) Child Care, Family Group⁵
- (10) Accessory Building and Use
- (11) Conservation Activity

¹Permitted only on Lots designated for Duplexes on the official Subdivision Plat.

²Detached Guest Houses and detached Secondary Living Quarters are not allowed as a Conditional or Allowed Use within Holiday Ranchettes Subdivision.

³See LMC Chapter 15-4, Supplemental Regulations for Accessory Apartments. Accessory Apartments in detached Structures are not allowed within Holiday Ranchettes Subdivision.

⁴Allowed only within Prospector Village Subdivision. Commercial Uses are not allowed within Nightly Rental units.

⁵See LMC Chapter 15-4-9 for Child Care Regulations.

- (12) Agriculture
- (13) Parking Area or Structure
with four (4) or fewer spaces

(B) **CONDITIONAL USES.**

- (1) Guest House⁶
- (2) Group Care Facility
- (3) Child Care Center⁵
- (4) Public and Quasi-Public
Institution, Church, and
School
- (5) Essential Municipal Public
Utility Use, Facility, Service,
and Structure
- (6) Telecommunication Antenna⁷
- (7) Satellite Dish, greater than
thirty-nine inches (39")
diameter⁸
- (8) Raising, grazing of horses
- (9) Bed and Breakfast Inn
- (10) Parking Area or Structure
with five (5) or more spaces⁹
- (11) Temporary Improvements⁹
- (12) Outdoor Event⁹
- (13) Recreation Facility, Public or
Private

⁶Detached Guest Houses and detached Secondary Living Quarters are not allowed as a Conditional or Allowed Use within Holiday Ranchettes Subdivision.

⁷See LMC Chapter 15-4-14, Supplemental Regulations for Telecommunication Facilities

⁸See LMC Chapter 15-4-13, Supplemental Regulations for Satellite Receiving Antennas

⁹Requires an Administrative Conditional Use permit.

- (14) Master Planned Development
with moderate income
housing Density bonus
- (15) Fences greater than six feet
(6') in height from Final
Grade⁹

(C) **PROHIBITED USES.** Any Use not listed above as an Allowed or Conditional Use is a prohibited Use.

(Amended by Ord. No. 06-76)

15-2.11-3. LOT AND SITE REQUIREMENTS.

Except as may otherwise be provided in this Code, no Building Permit shall be issued for a Lot unless such Lot has Frontage on a Street shown as a private or Public Street on the Streets Master Plan, or on a private easement connecting the Lot to a Street shown on the Streets Master Plan. All Development must comply with the following:

(A) **DENSITY.** The maximum Density for Subdivisions is three (3) units per acre. Subdivisions must Cluster Development to maximize common Transferred Development Right (TDR) Open Space.

(B) **FRONT, REAR, AND SIDE YARDS.** All Development activity must comply with the following minimum Yards. See Section 15-2.11-3(I) for Yard exceptions for Thaynes Canyon Subdivision I and II, Prospector Village Subdivision, and Prospector Park Subdivision 1, 2, and 3.

(C) **FRONT YARD.** The minimum Front Yard is twenty feet (20'). New Front Facing Garages for Single Family and Duplex Dwellings must be at least twenty-five feet (25') from the Front Lot Line.

(D) **FRONT YARD EXCEPTIONS.**

(1) The Planning Commission may designate specific Single Family Lots on which the Front Yard Setback is ten feet (10') for the Main Building and fifteen feet (15') for a new Front Facing Garage or garage element, including any habitable space above the garage. This exception may be granted to:

- (a) solve Access problems with relatively steep Grades,
- (b) preserve Significant Vegetation,
- (c) eliminate or minimize cut and fill Areas,
- (d) promote Clustered Development, and
- (e) preserve Open Space.

Lots to which this exception applies must be so designated on the Subdivision Plat at the time the plat is approved.

(2) See Section 15-2.11-3(I) for Setback exceptions for Thaynes Canyon Subdivision I and II,

Prospector Village Subdivision, and Prospector Park Subdivision 1, 2, and 3.

(3) The Front Yard must be open and free of any Structure except:

(a) Fences, walls, and retaining walls not more than four feet (4') in height, or as permitted in Section 15-4-2. On Corner Lots, Fences more than three feet (3') in height are prohibited within twenty-five feet (25') of the intersection at back of curb.

(b) Uncovered steps leading to the Main Building provided the steps are not more than four feet (4') in height from Final Grade, not including any required handrail, and do not cause any danger or hazard to traffic by obstructing the view of a Street or intersection.

(c) Decks, porches, and Bay Windows, not more than ten feet (10') wide, projecting not more than five feet (5') into the Front Yard.

(d) Roof overhangs, eaves, and cornices projecting not more than three feet (3') into the Front Yard.

(e) Sidewalks, patios, and pathways.

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

(g) Circular driveways meeting all requirements stated in Section 15-3-4.

(5) Window sills, belt courses, cornices, trim, and other ornamental features projecting not more than six inches (6") beyond the window or main Structure to which it is attached.

(6) Detached Accessory Buildings not more than eighteen feet (18') in height and maintaining a minimum Rear Yard Setback of five feet (5'). Such Structure must not cover over fifty percent (50%) of the Rear Yard. See the following illustration:

(E) **REAR YARD.** The minimum Rear Yard is fifteen feet (15').

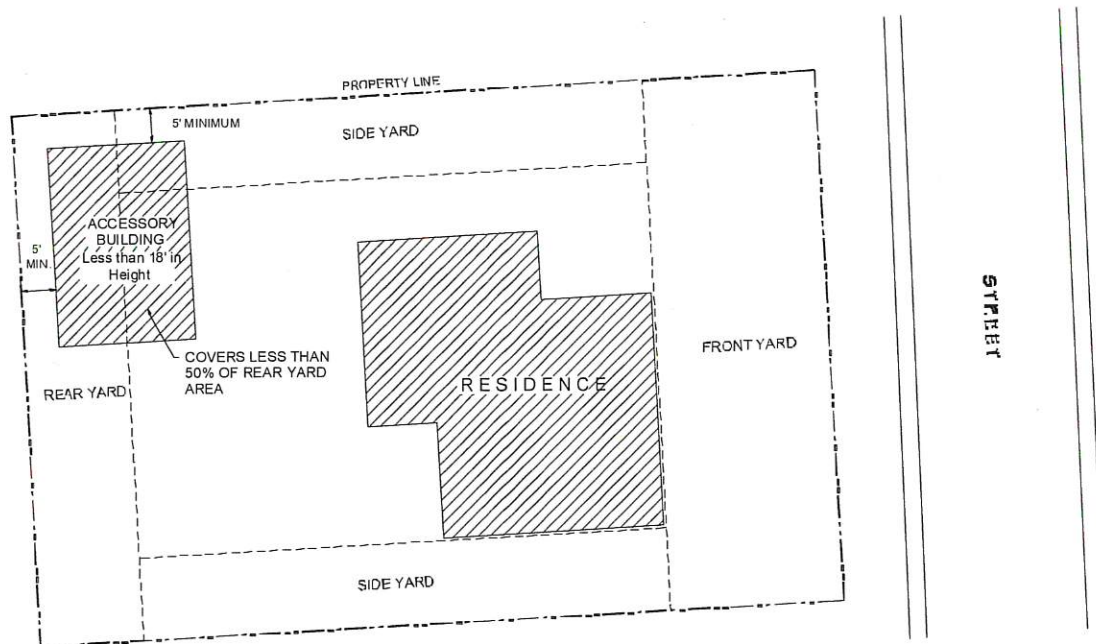
(F) **REAR YARD EXCEPTIONS.**
The Rear Yard must be open and free of any Structure except:

(1) Bay Windows not more than ten feet (10') wide projecting not more than two feet (2') into the Rear Yard.

(2) Chimneys not more than five feet (5') wide projecting not more than two feet (2') into the Rear Yard.

(3) Window wells and light wells projecting not more than four feet (4') into the Rear Yard.

(4) Roof overhangs and eaves projecting not more than three feet (3') into the Rear Yard.



(7) Hard-Surfaced Parking Areas subject to the same location requirements as detached Accessory Buildings.

(8) Screened mechanical equipment, hot tubs, and similar Structures located at least five feet (5') from the Rear Lot Line.

(9) Fences, walls, and retaining walls not more than six feet (6') in height, or as permitted in Section 15-4-2. Retaining walls may have multiple steps, however, each exposed face cannot exceed six feet (6') in height and the horizontal distance between the walls, front face to rear face, must be at least three feet (3') and planted with approved vegetation. The Planning

Director may approve minor deviations to the height and stepping requirements based on Site specific review.¹⁰

(10) Patios, decks, pathways, steps, or similar Structures not more than thirty inches (30") above Final Grade, provided it is located at least five feet (5') from the Rear Lot Line.

(G) **SIDE YARD.**

(1) The minimum Side Yard is twelve feet (12').

¹⁰Fences and walls greater than six feet (6') in height require an administrative Conditional Use permit.

(2) A Side Yard between connected Structures is not required where Structures are designed with a common wall on a Property Line, and the Lots are burdened with a party wall agreement in a form approved by the City Attorney and Chief Building Official.

(H) **SIDE YARD EXCEPTIONS.** The Side Yard must be open and free of any Structure except:

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

(2) Chimneys not more than five feet (5') wide projecting not more than two feet (2') into the Side Yard.

(3) Window wells and light wells projecting not more than four feet (4') into the Side Yard.

(4) Roof overhangs and eaves projecting not more than three feet (3') into the Side Yard.

(5) Window sills, belt courses, cornices, trim, and other ornamental features projecting not more than six inches (6") beyond the window or main Structure to which it is attached.

(6) Patios, decks, pathways, steps, and similar Structures not more than thirty inches (30") in height above Final Grade, provided

there is at least one foot (1') Setback to the Side Lot Line.

(7) Fences, walls, and retaining walls not more than six feet (6') in height, or as permitted in Sections 15-4-2. Retaining walls may have multiple steps, however, each exposed face cannot exceed six feet (6') in height and the horizontal distance between the walls, front face to rear face, must be at least three feet (3') and planted with approved vegetation. The Planning Director may approve minor deviations to the height and stepping requirements based on Site specific review.¹¹

(8) Driveways leading to an approved garage or Parking Area maintaining a three foot (3') landscaped Setback to the Side Lot Line. A paved turn out Area, to aid in backing a vehicle out of a garage or Parking Area, is allowed but may not be used for parking, and must maintain a one foot (1') landscaped Setback to the Side Lot Line.

(9) Detached Accessory Buildings not more than eighteen feet (18') in height, located a minimum of five feet (5') behind the front facade of the Main Building, and maintaining a minimum Side

¹¹Fences or Walls greater than six feet (6') in height requires an administrative Conditional Use permit.

Yard Setback of five feet (5').

(10) Screened mechanical equipment, hot tubs, and similar Structures located a minimum of five feet (5') from the Side Lot Line.

(I) **OTHER EXCEPTIONS.**

(1) In Thaynes Canyon Subdivision I and II, and Prospector Village Subdivision, minimum required Yards are as follows:

(a) FRONT YARD. The minimum Front Yard for Main Buildings is twenty feet (20') and the Front Yard for garages is ten feet (10');

(b) SIDE YARD. The minimum Side Yard is five feet (5'). On Corner Lots the minimum Side Yard abutting a Street is ten feet (10'). In Thaynes Canyon Subdivision 1, the minimum Side Yard is ten feet (10').

(c) REAR YARD. The minimum Rear Yard is ten feet (10').

(2) In Prospector Park Subdivisions 1, 2, and 3, minimum required Yards are as follows:

(a) FRONT YARD. The minimum Front Yard is twenty feet (20').

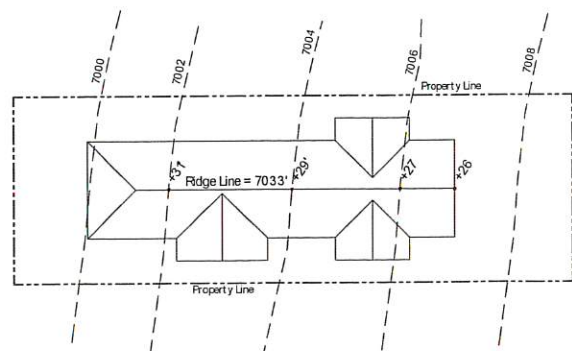
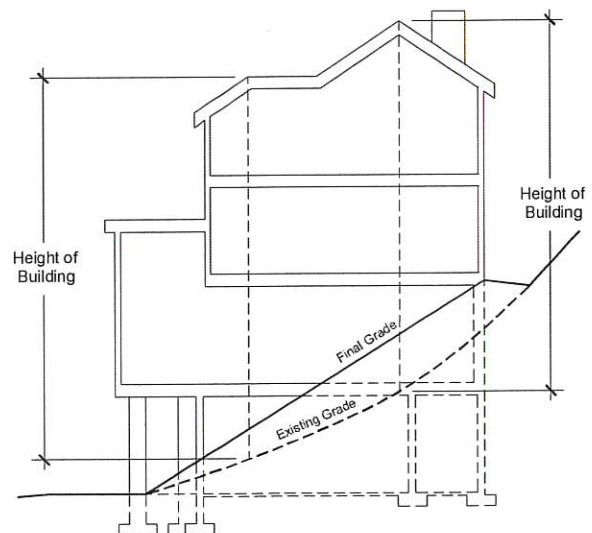
(b) SIDE YARD. The minimum Side Yard is ten feet (10'). On Corner Lots the Side Yard that faces the Street must not be less than fifteen feet (15').

(c) REAR YARD. The minimum Rear Yard is ten feet (10').

(Amended by Ord. No. 06-76)

15-2.11-4. BUILDING HEIGHT.

No Structure shall be erected to a height greater than twenty-eight feet (28') from Existing Grade. This is the Zone Height. Accessory Structures in the SF District shall not exceed a maximum height of eighteen feet (18').



(A) BUILDING HEIGHT

EXCEPTIONS. The following height exceptions apply:

- (1) A gable, hip, or similar pitched roof may extend up to five feet (5') above the Zone Height, if the roof pitch is 4:12 or greater.
- (2) Antennas, chimneys, flues, vents, and similar Structures, may extend up to five feet (5') above the highest point of the Building to comply with International Building Code (IBC) requirements.
- (3) Water towers, mechanical equipment, and associated Screening, when enclosed or Screened, may extend up to five feet (5') above the height of the Building.
- (4) Church spires, bell towers, and like architectural features subject to the Architectural Guidelines, LMC Chapter 15-5, may extend up to fifty percent (50%) above the Zone Height, but may not contain Habitable Space above the Zone Height. Such exception requires approval by the Planning Director.
- (5) An Elevator Penthouse may extend up to eight feet (8') above the Zone Height.

(Amended by Ord. Nos. 05-65; 06-76; 07-25)

15-2.11-5. ARCHITECTURAL REVIEW.

Prior to issuance of a Building Permit for any Conditional or Allowed Use, the Planning Department must review the proposed plans for compliance with the Architectural Design Guidelines, LMC Chapter 15-5.

Appeals of departmental actions on architectural compliance are heard by the Planning Commission.

(Amended by Ord. No. 06-76)

15-2.11-6. MAXIMUM HOUSE SIZE AND SETBACKS ON COMBINED LOTS.

As part of a Master Planned Development, or a subdivision, the Planning Commission may designate maximum house sizes to ensure Compatibility. An Owner may combine Lots with designated maximum house sizes and achieve approximately 150% of the maximum house size attributed to a particular Lot. The Owner must request an increase in maximum house size prior to or concurrent with, the Lot combination plat. The request must be made on forms provided by the Planning Department for review by the Planning Director for compliance with the following:

- (A) HOUSE SIZE.** The maximum house size may not exceed 150 percent (150%) of the house size allowed on each single Lot when those maximums are combined and averaged. The following formula must be used to calculate the maximum house size (MHS):

$$MHS = ((hsLot1 + hsLot2...hsLotn) \div n) \times 1.50$$

*where n is the number of Lots being combined, and hsLot1, hsLot2, hsLotn are the allowed house sizes in square feet, for the individual Lots in the Lot combination. For example: if two (2) Lots, one with a 4000 square foot maximum house and one with a 3000 square foot maximum, are combined the maximum house size would be 5250 square feet. The average of the two Lots is 3500 square feet. $3500 \times 150\% = 5250$ square feet, i.e.
 $((4000 + 3000) \div 2) \times 1.5 = 5250$ sq. ft.

In Subdivisions where maximum house size is not specified, the house size on combined Lots must be determined by the Planning Director based upon neighborhood Compatibility, Lot size, visibility from Public Streets, and visual analysis.

(B) **SETBACKS.** The allowed minimum Setbacks (MSB) for the proposed house size (PHS) on combined Lots must increase in proportion to the percentage of increase in the house size (%IHS) over the average maximum house size (AMHS) for the Lots being combined, according to the following formulas:

$$\%IHS = ((PHS - AMHS) \div AMHS) \times 100$$

$$MSB = \text{Zone Setback} + (\text{Zone Setback} \times \%IHS)$$

For example: Using the previous example, where two Lots, one with a 4,000 sq. ft. maximum house size and one with a 3,000 sq. ft. maximum, are combined yielding a proposed house size (PHS) of 5,250 sq. ft., the percent increase in house size (%IHS) is fifty percent (50%).

$$\%IHS = ((5,250 - 3,500) \div 3,500) \times 100 = 50\%$$

If the increased house size (%IHS) is fifty percent (50%) greater than the average maximum house size (AMHS) on any of the Lots being combined, the allowed minimum Setbacks (AMSB) must be fifty percent (50%) greater than the standard Setbacks of the zone.

For example: If the zone Setback for Side Yards is twelve feet (12') and the percent increase in house size is fifty percent (50%) then the minimum Setback for the combined Lot is eighteen feet (18'), as follows:

$$MSB = 12' + (12' \times 50\%) = 18'$$

Therefore:

$$\text{Minimum Setback (Side)} = 12' + (12' \times 50\%) = 18' \text{ if zone Setback is } 12'.$$

Lots with unusual configurations, topography, Access, or Significant Vegetation may have the Setbacks shifted upon approval of the Planning Director but in no case may they be less than the required Setbacks.

(C) **EASEMENT VACATIONS.** If an easement must be vacated to allow construction on a combined Lot, the Applicant must show evidence that the easement can be vacated or relocated without affecting service to the adjacent Lots. The easement relocation agreement must be recorded and/or shown on the plat amendment for the Lot combination.

(D) **PLAT AMENDMENT.** The Lots must be legally combined through plat amendment or administrative approval as provided in LMC Chapter 15-7,

Subdivisions.

(Amended by Ord. No. 06-76)

15-2.11-7. CRITERIA FOR BED AND BREAKFAST INNS.

A Bed and Breakfast Inn is a Conditional Use. No Conditional Use permit may be issued unless the following criteria are met:

- (A) If the Use is in a Historic Structure, the Applicant will make every attempt to rehabilitate the Historic portion of the Structure.
- (B) The Structure has at least two (2) rentable rooms. The maximum number of rooms will be determined by the Applicant's ability to mitigate neighborhood impacts.
- (C) In a Historic Structure, the size and configuration of the rooms are Compatible with the Historic character of the Building and neighborhood.
- (D) The rooms are available for Nightly Rental only.
- (E) An Owner/manager is living on-Site, or in Historic Structures there must be twenty-four (24) hour on-Site management and check-in.
- (F) Food service is for the benefit of overnight guests only.
- (G) No Kitchen is permitted within rental room(s).
- (H) Parking on-Site is required at a rate

of one (1) space per rentable room.

- (I) The use complies with Section 15-1-10, Conditional Use review.

15-2.11-8. OUTDOOR EVENTS AND MUSIC.

Outdoor events and music require an Administrative Conditional Use permit. The use must also comply with Section 15-1-10, Conditional Use Review. The Applicant must submit a Site plan and written description of the event, addressing the following:

- (A) Notification of adjacent Property Owners.
- (B) No violation of the City Noise Ordinance, Title 6.
- (C) Impacts on adjacent Residential Uses.
- (D) Proposed plans for music, lighting, Structures, electrical, signs, etc.
- (E) Parking demand and impacts on neighboring Properties.
- (F) Duration and hours of operation.
- (G) Impacts on emergency Access and circulation.

15-2.11-9. CRITERIA FOR RAISING AND GRAZING OF HORSES.

The raising and grazing of horses may be approved as a Conditional Use by the

Planning Commission. In making a determination whether raising and grazing of horses is appropriate, the Planning Commission shall consider the following criteria:

- (A) Any barn must be located a minimum of seventy-five feet (75') from the nearest neighboring Dwelling Unit.
- (B) There shall be a maximum of two (2) horses per acre.
- (C) Terrain and Slope of the Property must be suitable for horses.
- (D) The Applicant must submit an Animal Management Plan outlining the following:

- (1) waste removal/odors;
- (2) drainage and runoff;
- (3) bedding materials;
- (4) flies; and
- (5) feed/hay.

15-2.11-10. VEGETATION PROTECTION.

The Property Owner must protect Significant Vegetation during any Development activity. Significant Vegetation includes large trees six inches (6") in diameter or greater measured four and one-half feet (4 ½ ') above the ground, groves of smaller trees, or clumps of oak and maple covering an Area fifty square feet (50 sq. ft.) or more measured at the drip line.

Development plans must show all Significant Vegetation within twenty feet (20') of a proposed Development. The Property Owner must demonstrate the health and viability of all large trees through a certified arborist. The Planning Director shall determine the Limits of Disturbance and may require mitigation for loss of Significant Vegetation consistent with Landscape Criteria in LMC Chapter 15-3-3(D) and Title 14.

(Amended by Ord. No. 06-76)

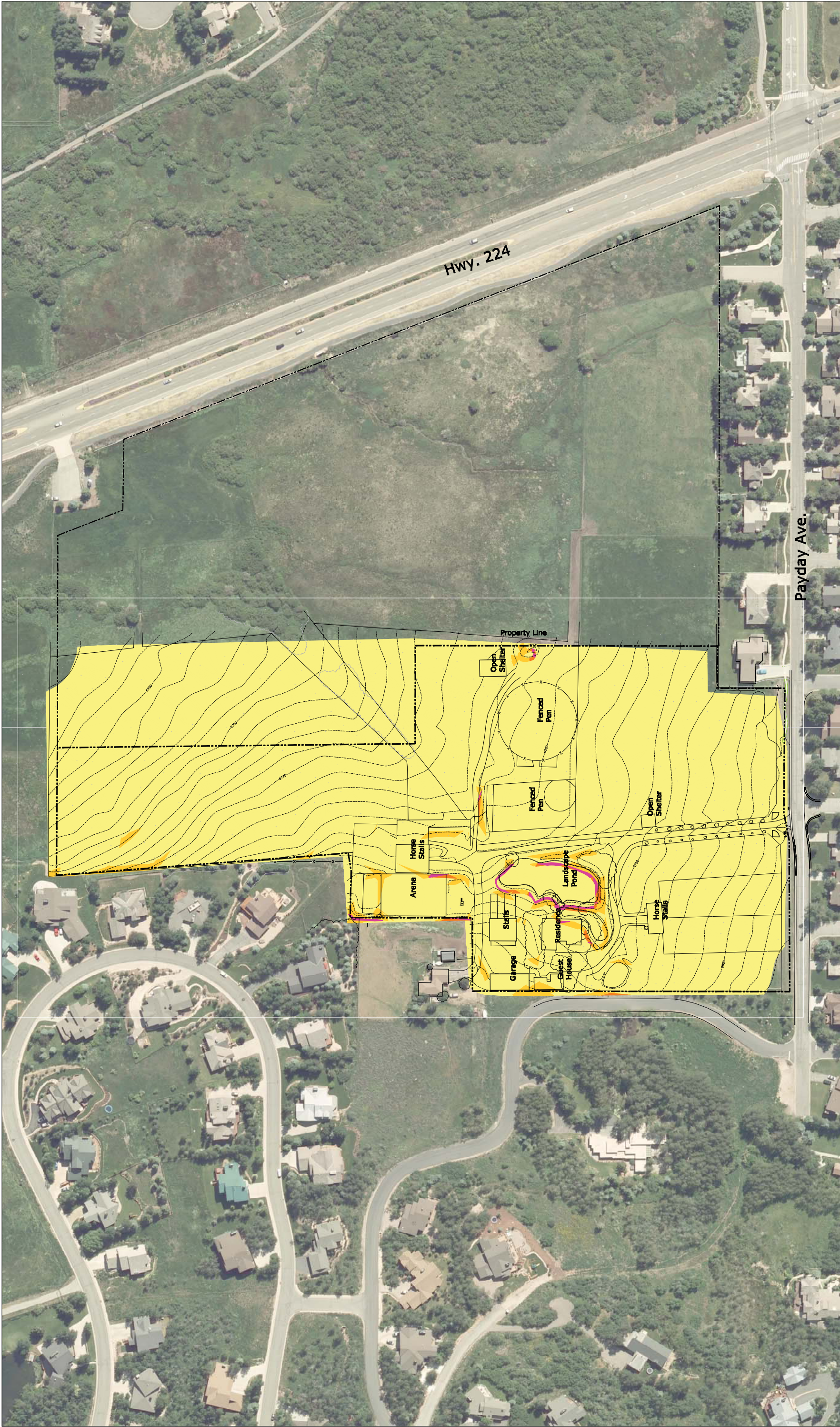
15-2.11.11. SIGNS.

Signs are allowed in the SF District as provided in the Park City Sign Code, Title 12.

15-2.11.12. RELATED PROVISIONS.

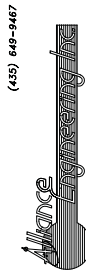
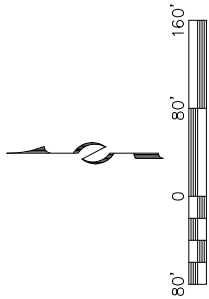
- Fences and Walls. LMC Chapter 15-4-2.
- Accessory Apartment. LMC Chapter 15-4-7.
- Satellite Receiving Antenna. LMC Chapter 15-4-13.
- Telecommunication Facility. LMC Chapter 15-4-14.
- Parking. LMC Chapter 15-3.
- Landscaping. Title 14; LMC Chapter 15-3-3(D).
- Lighting. LMC Chapters 15-3-3(C), 15-5-5(I).
- Historic Preservation Board. LMC Chapter 15-11
- Park City Sign Code. Title 12
- Architectural Review. LMC Chapter 15-5.

- Snow Storage. LMC Chapter 15-3-3(E).
- Parking Ratio Requirements. LMC Chapter 15-3-6.



SLOPE ANALYSIS

Color	Layer
Yellow	0-15%
Orange	15%-30%
Red	30%-40%
Purple	+40%



(435) 648-9487

STAFF:
STEVE SCHUELER

SLOPE ANALYSIS
510 PAYDAY AVE.
RICHARDS PROPERTY

SHEET

1

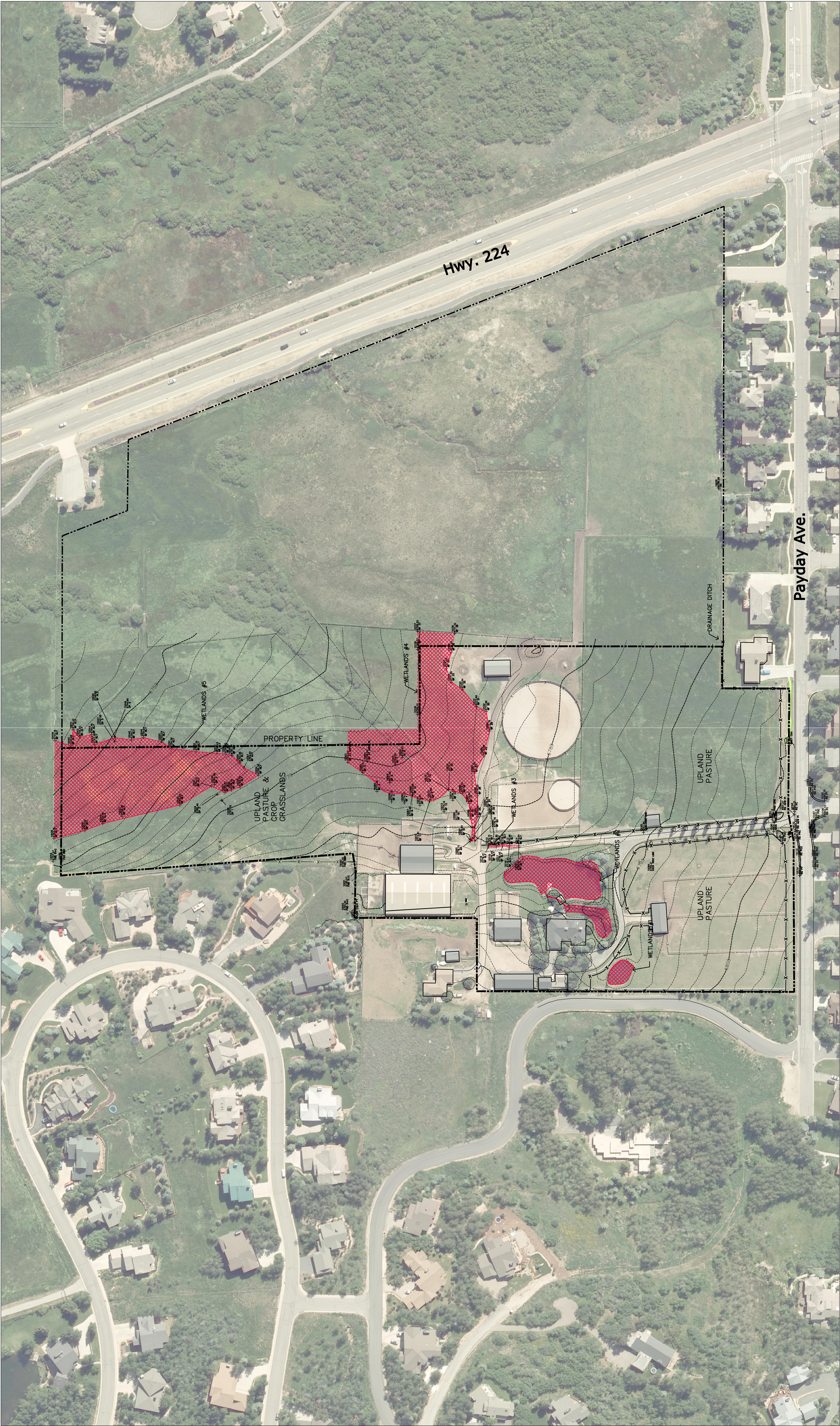
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FOR:
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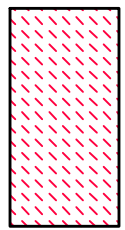
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

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



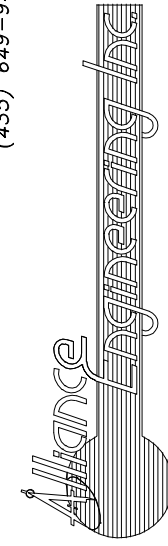
WETLANDS AND DRAINAGE

WETLANDS #1		AREA
#1	1,650 SF	
#2	12,650 SF	
#3	161 SF	
#4	39,913 SF	
#5	40,572 SF	
TOTAL		94,946 SF (2.18 acres)



Wetlands

(435) 649-9467



CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

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

STAFF:

STEVE SCHUELER

FOR:

JOB NO.: 6-9-11

FILE: X:\Thaynes Canyon\dwg\richards\land use analysis.dwg

DATE: 1/23/13

SHEET

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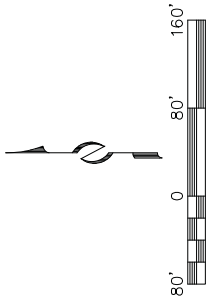
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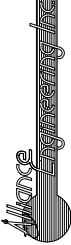
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VEGETATIVE COVER EXHIBIT

- Residential Landscape Areas
Irrigated, bluegrass lawn areas, planter beds, and trees.
- Fenced Pasture Lands—
Pasture lands: grasses, forbs, and perennials.
- Native Shrubs—
Willows with understory of grasses, forbs, and perennials.
- Non-Vegetated





(435) 649-8467

STAFF:
STEVE SCHUELER

DATE: 12/30/11

VEGETATIVE COVER
510 PAYDAY AVE.
RICHARDS PARCEL

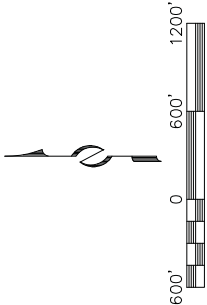
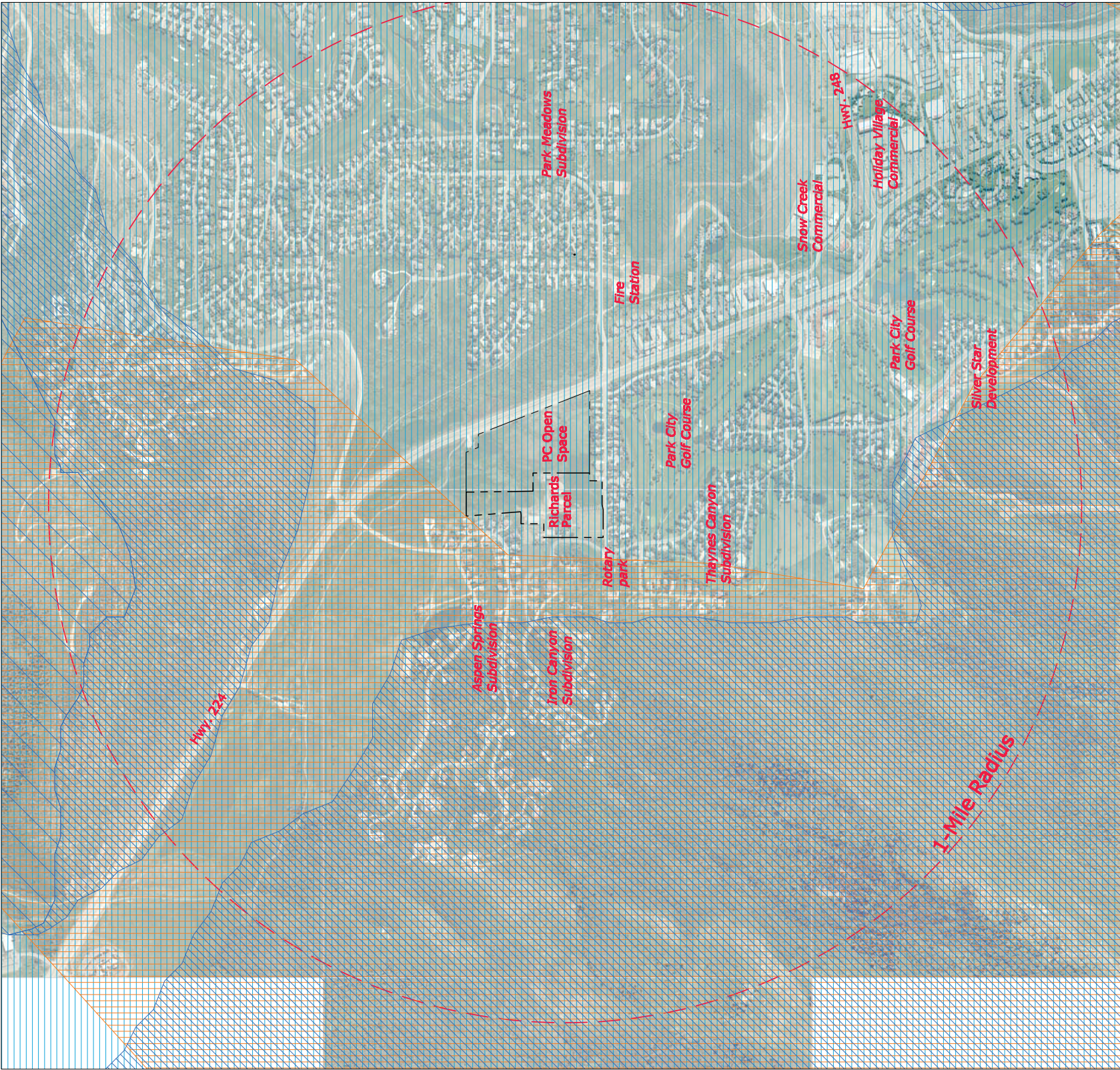
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Wildlife Habitat Legend*

- Ruffed Grouse Habitat
- Elk Habitat
- Mule Deer Habitat
- Moose Habitat
- Black Bear Habitat

* Mapping data downloaded from the State of Utah GIS Portal website





(435) 649-9467

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

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

STAFF:
STEVE SCHUELER

DATE: 12/30/11

WILDLIFE HABITAT
510 PAYDAY AVE.
RICHARDS PARCEL

FOR:
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SHEET
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A View from Payday Ave.-Looking West



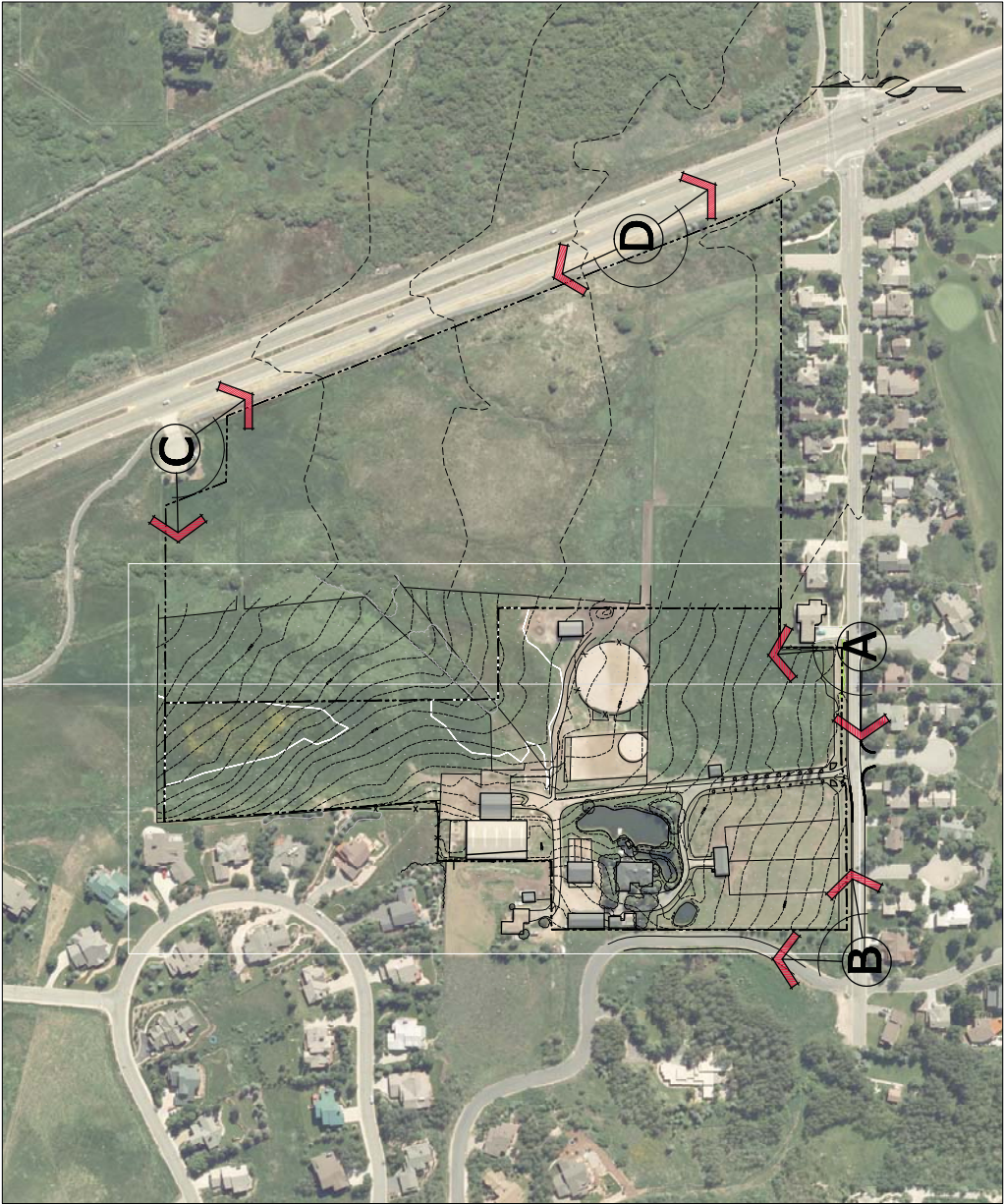
B View from Payday Ave.-Looking East



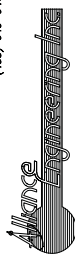
C View from Hwy. 224 Entry Site

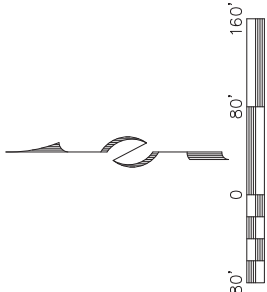


D View from Hwy. 224



Viewpoint Legend (NTS)

 (435) 648-9487 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 322 Main Street P.O. Box 2664 Park City, Utah 84060-2664	STAFF: STEVE SCHUELER	VIEW CORRIDORS 510 PAYDAY AVE. RICHARDS PARCEL	SHEET 1 OF 1
FOR: JOB NO.: 6-9-11 FILE: X:\Thoyres Canyon\dwg\richards\land use analysis.dwg			



LEGEND

EXISTING SANITARY SEWER	ESS
EXISTING STORM DRAIN	ESD
EXISTING WATER	EW
EXISTING POWER	EP
EXISTING TELEPHONE	ET
EXISTING GAS	EG
PROPOSED SEWER	SS
PROPOSED WATER	W

(435) 649-9487



CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

STAFF:
MICHAEL DEMKOWICZ
STEVE SCHUELER

FOR:

JOB NO.: 6-9-11

FILE: X:\Thoyres Canyon-spm\dwg\richards\utility plan.dwg

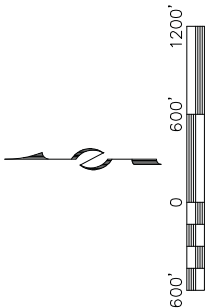
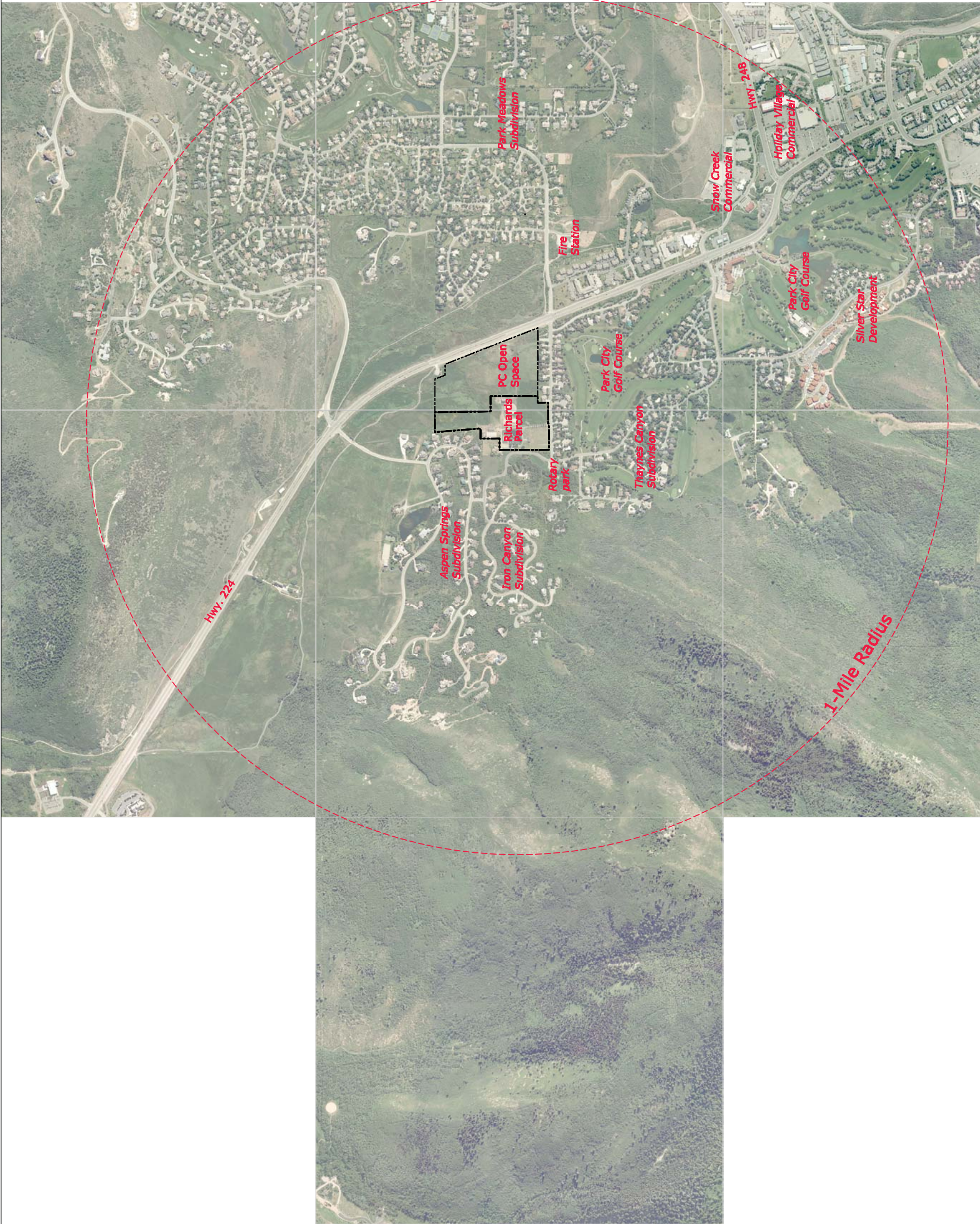
510 PAYDAY AVENUE
RICHARDS PROPERTY
PROPOSED UTILITY PLAN

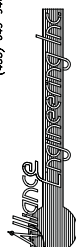
SHEET

1

OF

1





(435) 649-9467

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

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

STAFF:
STEVE SCHUELER

DATE: 11/6/11

1-MILE RADIUS PROPERTIES + LAND USE

510 PAYDAY AVE.
RICHARDS PARCEL

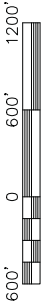
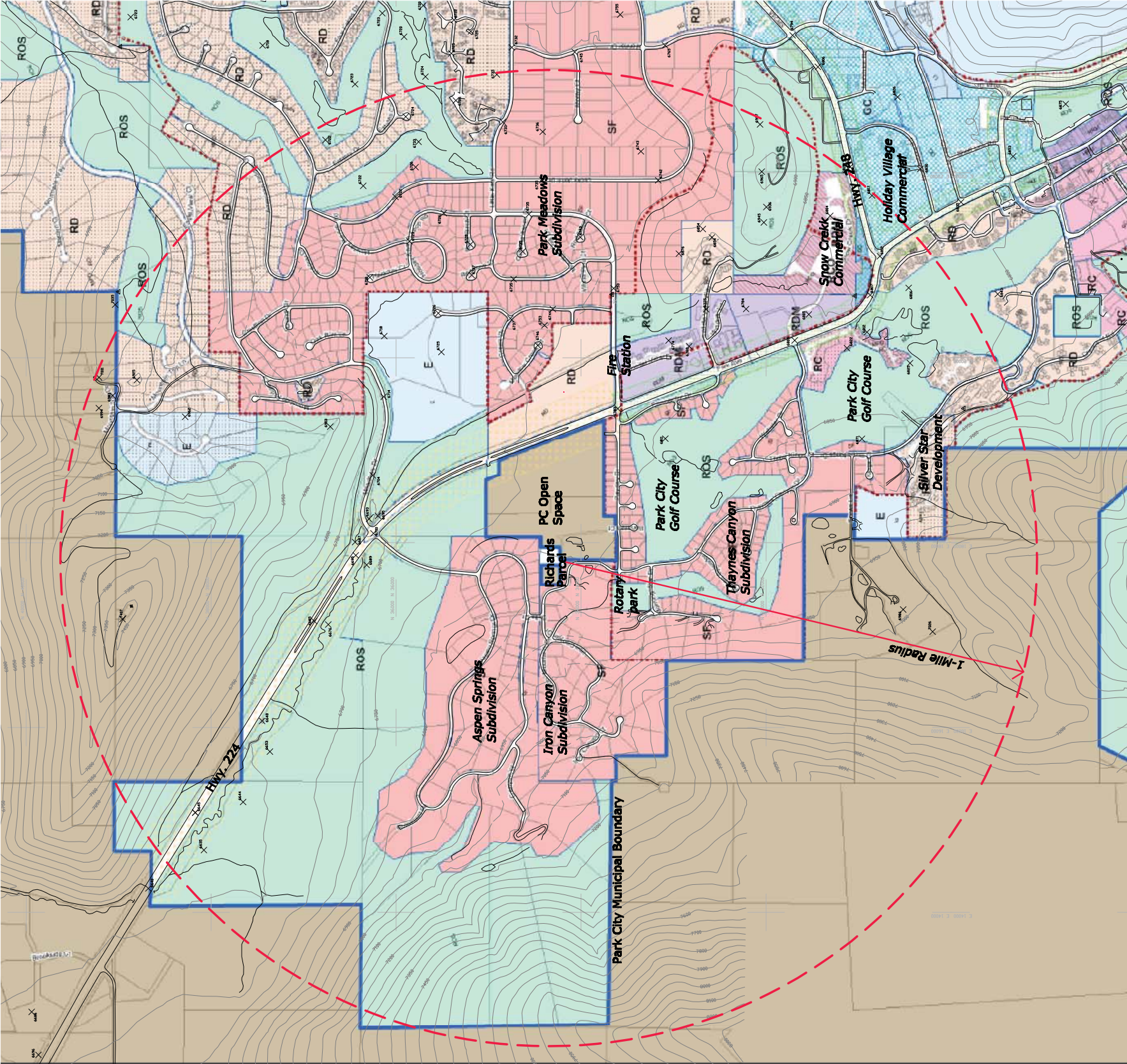
FOR:
JOB NO.: 0-0-00
FILE: X:\Thaynes Canyon\dwg\richards\base.dwg


SHEET

1

OF

1





(435) 648-3487
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

STAFF:
STEVE SCHUELER

DATE: 1/3/12

1-MILE RADIUS ZONING + LAND USE
510 PAYDAY AVE.
RICHARDS PARCEL

FOR:
JOB NO.: 6-9-11
FILE: X:\Thaynes Canyon\dwg\richards\boss.dwg

SHEET
1
OF
1



SURVEYOR'S CERTIFICATE

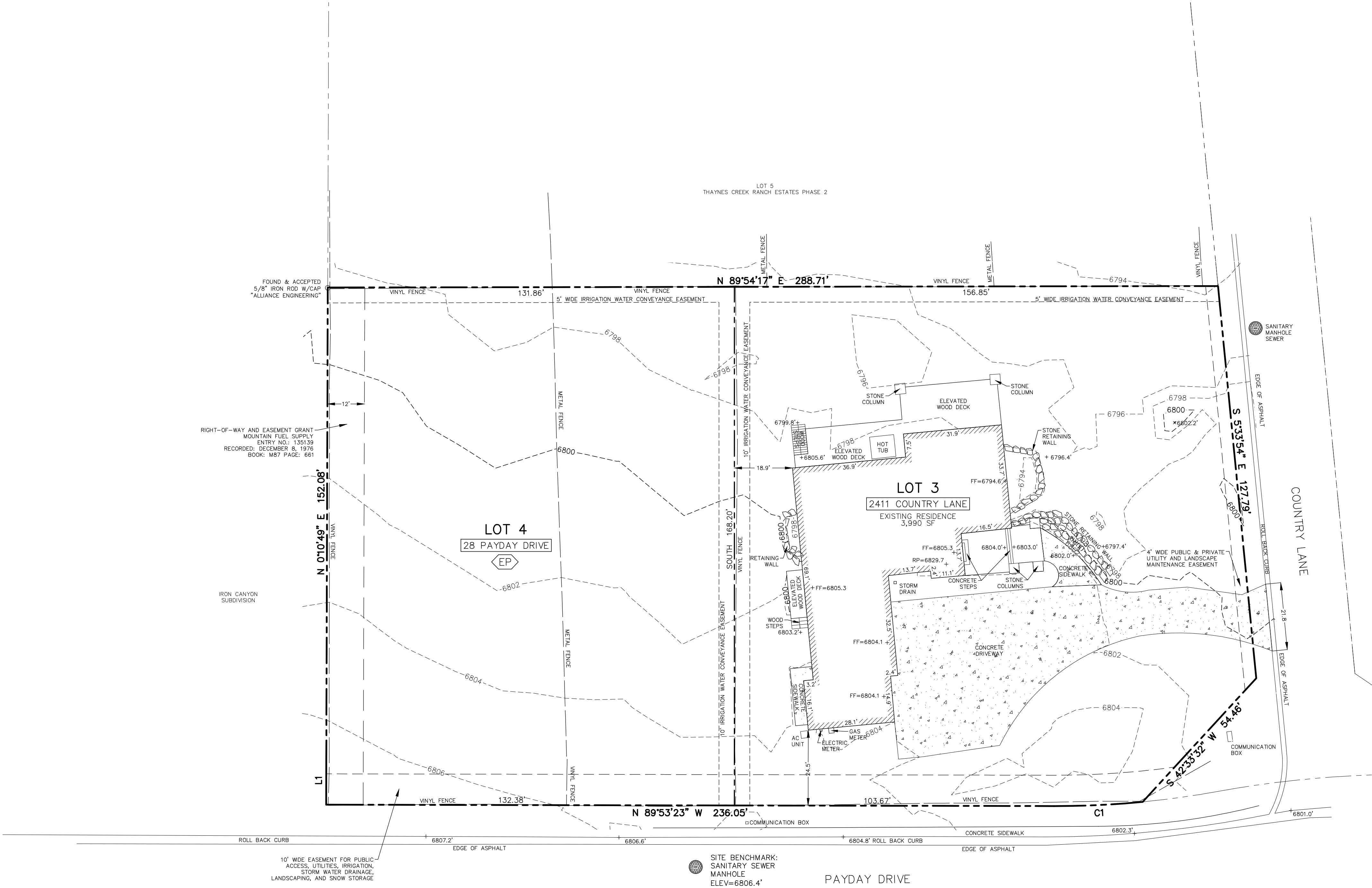
I, Michael Demkowicz, do hereby certify that I am a Professional Land Surveyor and that I hold License No. 4857264 as prescribed under the laws of the State of Utah. I further certify that under my direct supervision a survey has been performed on the hereon described property and that to the best of my knowledge this plot is a correct representation of said survey.

NOTES

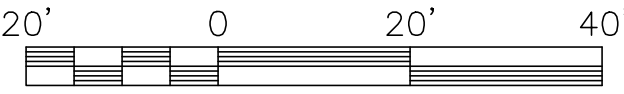
1. Site Benchmark: Sanitary Sewer Manhole = 6806.4'.
2. Field work for this survey was completed on February 17, 2023.
3. The architect is responsible for verifying building setbacks, zoning requirements and building heights.
4. Snow coverage at the time of the survey was approximately 4'-6'. Conditions may vary from plan.
5. See Thaynes Creek Ranch Ranch Estates, Phase 1, Entry No. 986234 in the office of the Recorder, Summit County, Utah.

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	15.65'	N 0°10'49" E

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	292.50'	28.79'	5°38'20"



EP: Wastewater ejector pumps may be required for the indicated lot.



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

STAFF:
BRAYLON ROSE
CHIP TOMSUDEN
TYLER LEPORE
MARK THOMAS
THOMAS VAUGHN

DATE: 3/30/23

EXISTING CONDITIONS & TOPOGRAPHIC MAP
THAYNES CREEK RANCH ESTATES PHASE 1, LOTS 3 & 4
2411 COUNTRY LANE & 28 PAYDAY DRIVE

FOR: TYLER WALTON
JOB NO.: 2-2-23
FILE: X:\ThaynesCanyon\dwg\srvt\topo2023\020223.dwg

SHEET
1
OF
1

SANITARY SEWER AND ACCESS EASEMENT
SEWRD
ENTRY NO. 00984552
RECORDED: November 25, 2013
BOOK: 2218 PAGE: 0012

Notes

20. A grading plan & landscape plan shall be submitted with each building permit application. Excavated materials shall remain on site to the greatest extent possible and shall be addressed with the grading plan.

21. A 10' wide easement for the purposes of Public access, utilities, irrigation, storm water drainage, landscaping, and snow storage is dedicated across the front of Lot 1, 3, and 4 abutting Payday Drive.

NOTES

1. The maximum density of the first phase subdivision is four (4) single family dwelling units and that no lot shall be further subdivided to increase the overall density of the subdivision.

2. All residences in the development are to meet LEED for Homes Silver Rating certification (at a minimum) with required water conservation requirements as further described in the Annexation Agreement.

3. The subdivision is subject to the City's Affordable Housing Resolution 20-07 and as further described in the Annexation Agreement.

4. The Planning Director may grant an administrative Conditional Use permit for the raising and grazing of horses on these lots, including a barn located within an identified building pad on the final subdivision plot, provided the application complies with the LMC requirements for raising and grazing of horses and providing an Animal Management Plan is submitted and approved.

5. Any barns in this subdivision may not be used for human occupation.

6. All conditions and restrictions of the Annexation Agreement shall continue to apply to the Final Subdivision plot and shall be noted on the plot prior to recordation.

7. Ownership of water rights shall not affect the application of the Impact Fee Ordinance to the Property at the time of development of the lots as further described in the Annexation Agreement.

8. A lot line adjustment application will be allowed to combine Lots 3 and 4 into one lot of record if desired by the lot owner(s). The lot combination will be subject to the LMC Section 15-2.11-6 Maximum House Size and Setbacks on Combined Lots.

9. Modified 13-D residential fire sprinklers are required for all new construction as required by the Chief Building Official.

10. Lots 1 and 2 are restricted to a maximum building footprint of 4,150 sf, for the house and garage. Lots 3 and 4 are restricted to a maximum building footprint of 3,900 sf, for the house and garage. The floor area of all second stories shall be restricted to 60% of the first story footprint. ~~Some footprints are restricted to a maximum of 1,300 sq. ft. as shown on lots 1 and 2 only.~~

11. The maximum irrigated area for finished landscape (excluding pasture areas irrigated with private irrigation shares) is 16,000 sf for Lots 1 and 2 and 10,000 sf for Lots 3 and 4. All landscaping shall comply with LMC Section 15-5-5 (M). Trees, such as cottonwoods, willows, aspens, and fruit trees may be planted in the pasture areas provided they are irrigated only with private irrigation shares.

12. The maximum LOD area (including house and barn footprints, paved driveways, patios and other hardscape, and irrigated landscaping) for Lots 1 and 2 is restricted to a maximum of 45% of the Lot Area and for Lots 3 and 4 this LOD area is restricted to a maximum of 75% of the Lot Area. Area necessary for utility installation is excluded from the maximum LOD area calculation and if within the pasture areas shall be re-vegetated with like pasture vegetation.

13. Due to Fire Flow requirements the maximum interior floor area for barns on Lots 1 and 2 is limited to 1,200 square feet or as approved by the Park City Fire District.

14. Building footprint locations for the houses and barns on Lots 1 and 2 are flexible, however the location shall minimize visibility of the houses and barns from SR 224 entry corridor. Houses shall maintain, at a minimum, the required setbacks from all barns. A photographic visual analysis of the proposed houses, as viewed from a minimum of three locations along the SR 224 entry corridor between the Olympic Loop art work and Payday Drive, shall be submitted with the building permit application.

15. Each lot of record is allowed a maximum driveway width of fifteen feet, measured at the property line with Payday Drive or Country Lane. Each driveway may widen as it approaches the garage. Overall driveway lengths shall be minimized to the greatest extent possible in order to locate building pads for Lots 1 and 2 as far to the west as possible. Driveway lengths for Lots 3 and 4 shall be consistent with driveway lengths of lots in the surrounding neighborhood.

16. At the time of any resurfacing of Country Lane, the Homeowner's Association shall be responsible to adjust wastewater manholes to grade according to Snyderville Basin Water Reclamation District (SBWRD) standards. Prior notification of the adjustments and inspection by SBWRD is required.

17. This subdivision is subject to the Conditions Of Approval in Ordinance 13-38.

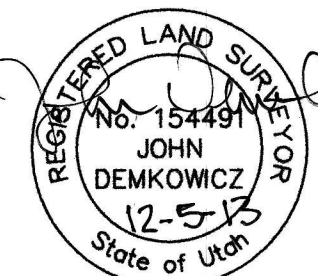
18. The Access Road Agreement which exists to the benefit of the "Goebel Trust" extends outside of the platted subdivision as detailed in Entry # 00984920, Book: 2218, Page: 1305, as recorded with the Summit County Recorder's Office, November 27, 2013.

19. A Future Sewer Easement at Thaynes Creek Ranch Estates exists to the benefit of the Snyderville Basin Reclamation District, Entry # 00984552, Book: 2218, Page: 0012, as recorded with the Summit County Recorder's Office, November 25, 2013.

ROCKY MOUNTAIN POWER NOTES

Utilities shall have the right to install, maintain and operate their equipment above and below ground and all other related facilities within the public utility easements identified on this plat map as may be necessary or desirable in providing utility services within and without the lots identified herein, including the right of access to such facilities and the right to require removal of any obstructions including structures, trees and vegetation that may be placed within the PUE. The utility may require the lot owner to remove all structures within the PUE at the lot owner's expense, or the utility may remove such structures at the lot owner's expense. At no time may any permanent structures be placed within the PUE or any other obstruction which interferes with the use of the PUE without the prior written approval of the utilities with facilities in the PUE.

Rocky Mountain Power approves this plat solely for the purpose of confirming that the plat contains public utility easements. Rocky Mountain Power may require other easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval or acknowledgement of any terms contained in the plat, including those set forth in the owner's dedication and the notes and does not constitute a guarantee of particular terms of electric utility service.



SURVEYOR'S CERTIFICATE

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 154491, as prescribed by the laws of the State of Utah, and that by authority of the owner, I have prepared this Record of Survey map of THAYNES CREEK RANCH SUBDIVISION-PHASE 1 and that the same has been or will be monumented on the ground as shown on this plat. I further certify that the information on this plat is accurate.

BOUNDARY DESCRIPTION

Beginning at a point that is North 00°24'31" East 76.80 feet along section line and North 89°53'23" West 2216.84 feet from the southeast corner of Section 5, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being located on the north boundary of Thaynes Creek Ranch 1B Subdivision, recorded May 24, 1994, as Entry No. 400847 in the Office of the Recorder, Summit County, Utah; and running thence along said subdivision boundary the following two (2) courses: 1) North 89°53'23" West 188.31 feet; thence 2) South 00°06'37" West 126.30 feet to a point on the northerly right-of-way of Payday Drive as shown on Thaynes Canyon Subdivision plat, recorded July 28, 1971, as Entry No. 113625 in the Office of the Recorder, Summit County, Utah; thence along said right-of-way the following four (4) courses: 1) North 89°53'23" West 120.02 feet to a point on a curve to the left having a radius of 342.50 feet, of which the radius point bears South 00°06'37" West; thence 2) along the arc of said curve 62.37 feet through a central angle of 10°26'00" to a point of reverse curve to the right having a radius of 292.50 feet, of which the radius point bears North 10°19'23" West; thence 3) westerly along the arc of said curve 53.26 feet through a central angle of 10°26'00"; thence 4) North 89°53'23" West 236.05 feet; thence North 00°10'49" East 15.65 feet to the southeast corner of Iron Canyon subdivision, recorded October 28, 1983, as Entry No. 212520 in the Office of the Recorder, Summit County, Utah; thence along the easterly boundary of Iron Canyon subdivision North 00°10'49" East 152.08 feet; thence North 89°54'17" East 288.71 feet; thence North 05°33'54" West 278.17 feet to a point on a curve to the right having a radius of 116.00 feet, of which the radius point bears North 84°26'06" East; thence along the arc of said curve 10.25 feet through a central angle of 05°03'51"; thence North 00°22'54" West 315.66 feet to a point on a curve to the right having a radius of 41.10 feet, of which the radius point bears North 89°37'06" East; thence along the arc of said curve 188.87 feet through a central angle of 26°31'21" to a point of reverse curve to the left having a radius of 15.74 feet, of which the radius point bears South 07°05'33" East; thence southwesterly along the arc of said curve 22.88 feet through a central angle of 83°17'21", thence South 00°22'54" East 258.97 feet to a point on a curve to the left having a radius of 84.00 feet, of which the radius point bears North 89°37'06" East; thence along the arc of said curve 7.60 feet through a central angle of 05°11'00"; thence South 05°33'54" East 31.57 feet; thence North 89°52'18" East 363.01 feet to the westerly boundary of Parcel SS-104-1-B-1-X; thence along said westerly boundary South 00°06'37" West 282.03 feet to the point of beginning.

The above description is based on a clockwise rotation of 00°06'37" from record bearings to state plane bearings.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that the undersigned owners of the herein described tract of land, to be known hereafter as THAYNES CREEK RANCH SUBDIVISION-PHASE 1, does hereby certify that he has caused this Subdivision Plat to be prepared, and I, FRANKLIN D. RICHARDS, JR., as Trustee of THE FRANKLIN D. RICHARDS, JR. FAMILY TRUST DATED December 24, 2002, hereby consent to the recordation of this Plat.

In witness whereof, the undersigned set his hand this 5th day of December, 2013.

Franklin D. Richards, Jr.
FRANKLIN D. RICHARDS, JR., Trustee

ACKNOWLEDGEMENT

STATE OF Utah
COUNTY OF Summit

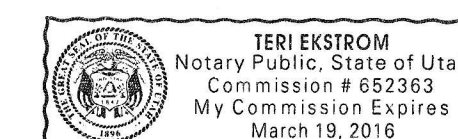
On this 5th day of December, 2013, FRANKLIN A. RICHARDS, JR. personally appeared before me, the undersigned Notary Public, in and for said County and State, who after being duly sworn, acknowledged to me that he is the TRUSTEE of THE FRANKLIN D. RICHARDS, JR. FAMILY TRUST, Dated December 24, 2002, that he has signed the above and foregoing Owner's Dedication and Consent to Record on behalf of said Family Trust; that he has been duly appointed as TRUSTEE by the Declaration of the Family Trust and that he has executed this document in his capacity as TRUSTEE as the act of said Family Trust for the purpose set forth herein.

Sen Ekstrom
A Notary Public Commissioned in Utah

Residing at: Summit County

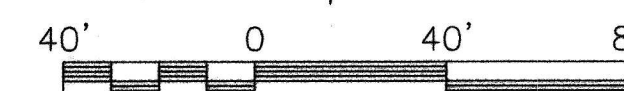
My Commission Expires: March 19, 2016

Tori Ekstrom
Printed Name



LEGEND

- Set 5/8" iron rod w/cap, ALLIANCE ENGR/LS 154491
 - Found iron rod & cap
 - xxxx Street address
 - EP EP: Wastewater ejector pumps may be required for the indicated lots.
- A 10 foot Rocky Mountain Power easement is dedicated on all property lines.



THAYNES CREEK RANCH ESTATES-PHASE 1

LOCATED IN THE SOUTH HALF OF SECTION 5 AND THE NORTH HALF OF SECTION 8
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

SHEET 1 OF 1

LINE	BEARING	DISTANCE
L1	N 00°10'49" E	15.65
L2	S 05°33'54" E	31.57
L3	S 42°33'32" W	54.46
L4	S 55°55'44" E	58.50
L5	N 89°53'23" W	17.01
L6	N 89°53'23" W	31.02

CURVE	RADIUS	LENGTH	DELTA
C1	342.50	62.37	10°26'00"
C2	292.50	53.26	10°26'00"
C3	116.00	10.25	05°03'51"
C4	15.74	22.88	83°17'21"
C5	84.00	7.60	05°11'00"
C6	292.50	24.48	04°47'40"
C7	292.50	13.86	02°42'54"
C8	292.50	14.93	02°55'26"

RIGHT-OF-WAY AND EASEMENT GRANT
MOUNTAIN FUEL SUPPLY
ENTRY NO. 135139
RECORDED: December 8, 1978
BOOK: M87 PAGE: 661

LOT 4
28
CONTAINS 0.51 ACRES
EP

LOT 3
2411 Country Lane
or 26 Payday Drive
CONTAINS 0.62 ACRES
EP

LOT 2
2420
CONTAINS 1.33 ACRES
EP

LOT 1
2416 Country Lane
or 24 Payday Drive
CONTAINS 1.32 ACRES
EP

PAYDAY DRIVE

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

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS 5th

DAY OF December, 2013 A.D.

BY *B. B. Wood*
S.B.W.R.D.

PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 11th DAY OF SEPTEMBER, 2013 A.D.

BY *B. B. Wood*
CHAIR

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS 13th DAY OF December, 2013 A.D.

BY *Manish Patel*
PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 18th DAY OF December, 2013 A.D.

BY *Patricia G. Smith*
PARK CITY ATTORNEY

CERTIFICATE OF ATTEST

I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 18th DAY OF December, 2013 A.D.

BY *Manish Patel*
PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 3rd day of OCTOBER, 2013 A.D.

BY *Dana Williams*
MAYOR

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, and FILED

AT THE REQUEST OF Summit Escrow & Title

DATE 12/19/13 TIME 3:55 PM BOOK --- PAGE ---

906234 834.00 *C. Willoughby-Edgely*
ENTRY NO. FEE RECORDER

Council Agenda Item Report

Meeting Date: August 22, 2023

Submitted by: Michelle Kellogg

Submitting Department: Parking Services

Item Type: Work Session

Agenda Section: NEW BUSINESS

Subject:

Discuss Free Parking in the China Bridge Garage October 1, 2023 - December 15, 2023

(A) Public Input

Suggested Action:

Attachments:

[Off Season Parking Holiday Staff Report](#)

City Council Staff Report



Subject: 2023 Off-Season Parking Holiday Discussion
Author: Johnny Wasden, Manager
Departments: Parking
Date: August 22, 2023
Type of Item: Administrative

Recommendation

Pursuant to a City Council request, review and consider an annual “Paid Parking Holiday” in Old Town from October 1, 2023, to November 19, 2023. If successful and well accepted by merchants, residents, and locals consider adding a spring “Paid Parking Holiday” from April 15, 2024, to May 19, 2024.

While Parking Holidays have mixed reviews, they can be an effective tool to create an incentive for local residents to more frequently visit their local business district during “off” months. On the other hand, Parking Holidays can also undermine the desirability of public transit.

Summary

The Old Town parking program plays a critical role in supporting an effective Transportation Demand Management system. Maintaining a predictable demand-based parking program is proven to reduce traffic and congestion, incentivize public transit ridership, and maintain predictability for users. As our parking program continues to evolve, access to usable data becomes more and more important to help City Council and business leaders make public policy decisions.

This spring, City Council requested a discussion on a potential paid-parking holiday program and a simplified parking pricing structure ([May 25, 2023](#), Council meeting). Parking Services is returning to provide information and support City Council’s policy discussion.

Analysis

Demand-Based Parking

Park City has a long history of using paid parking to manage a scarce resource, reduce traffic and congestion, incentivize public transit, and ensure adequate parking space turnover in our most heavily congested area. Accordingly, we have years of parking occupancy and parking permit data to determine pricing and adjust rates when necessary. For example, even after raising hourly parking rates and implementing daytime paid parking in the [Winter of 2023](#), Old Town parking demand was not affected; in fact, usage of parking facilities and transit ridership increased.

Parking Data

Although parking and permit revenues are significantly reduced during spring and fall shoulder seasons, there are still a large number of transactions. For example:

- Fall Season's proposed holiday dates in China Bridge generate about \$40,000 or 11,000 Transactions, while Main and Surface Lots generate about \$130,000 or 55,000 Transactions
- Spring Season's proposed holiday dates in China Bridge generate about \$7,000 or 4,000 Transactions, while Main and Surface Lots generate about \$75,000 or 30,000 Transactions

Other Areas of Consideration:

Turnover

As an industry standard, parking turnover is an important metric for the professional operation of a vibrant business district. Thus, appropriate rates of paid parking help promote parking space turnover, which translates to increased customer diversity and better accessibility.

However, without adequate demand, parking rates can be temporarily lowered or even free during slower periods of the year (or day), without creating long-term disadvantages to a business district.

2-Hour Visitor Stalls

To facilitate shorter duration visits to Main Street, Parking installed 12 free, 2 Hour Visitor parking stalls near the entries of China Bridge. These are intended to offset paid parking and create spaces for individuals looking for quick, short-term, free parking options to visit Main Street. We have received positive feedback regarding the addition of these spaces. We recommend these spaces remain in place.

Employee/Old Town Permits

Old Town businesses and employee parking permits (China Bridge and Flagpole lots) remain a very successful program, balancing the often-competing interests of the need for employee parking and visitor parking. As stated, employee needs (long-term and predictable) often conflict with visitor needs (short-term and proximity). We recommend no changes to the existing business and employee permit parking program during any type of parking holiday considered by City Council.

Municipal Code

Waiving parking fees is authorized by the City Manager or designee under [Municipal Code 9-7-7](#). If Council desires a parking holiday as offered above, staff will cover existing parking signage to reflect the free parking designation and advertise the range of free dates.

Recommendation

We believe the shoulder season rates are affordable and do not provide a deterrent to visiting Old Town; \$1/hour for surface lots, and \$2/hour on Main Street.

However, if Council desires a parking holiday, we recommend the following:

- Free parking in China Bridge;
- Paid parking remain on Main Street; and
- Continue paid business and employee permit parking.

Conclusion

Though parking holidays send a positive message to local residents and businesses, Parking Services recommends maintaining paid parking during the shoulder season. Our preference is to ensure parking space turnover and our successful employee permit parking program, maintain parking predictability, and continue to incentivize public transit.

Council Agenda Item Report

Meeting Date: August 22, 2023

Submitted by: Michelle Kellogg

Submitting Department: Budget, Debt & Grants

Item Type: Resolution

Agenda Section: NEW BUSINESS

Subject:

Consideration to Approve Resolution 15-2023, a Resolution Providing for a Special Bond Election to be Held on November 21, 2023, for the Purpose of Submitting to the Qualified Electors of Park City, Utah (The "City"), a Proposition Regarding the Issuance of Not to Exceed \$30,000,000 General Obligation Bonds to Finance All or a Portion of the Costs Associated with Constructing, Improving, Furnishing and Equipping New and Existing City Recreational Facilities; This Includes But is Not Limited to Expanded Fitness Facilities, Field Lights, Indoor and Outdoor Pickleball Courts, Nordic Area, Refrigerated Outdoor Ice Sheet, and Support Maintenance Facilities; Providing for the Hosting of a Public Hearing and the Posting of a Notice of Public Hearing; Approving the Form of and Directing the Posting of a Notice of Election and the Ballot Proposition; and Related Matters

(A) Public Input (B) Action

Suggested Action:

Attachments:

[Recreation GO Bond Staff Report](#)

[Exhibit A: Resolution Calling Bond Election](#)

[Exhibit B: Bond Election Advocacy Do's and Don'ts Handout](#)

[Exhibit C: Election GO Timeline](#)



City Council Staff Report

Subject: General Obligation Bond Authorizing Resolution
Author: Budget Team
Department: Budget, Debt, & Grants
Date: August 22, 2023
Type of Item: Informational

Summary Recommendation

Pursuant to City Council direction obtained in June 2023, review and consider adopting a formal resolution to enable Park City Municipal to present a thirty million dollar (\$30,000,000) recreational facilities GO Bond (GO Bond) to Park City voters during the November 21, 2023, municipal election.

Executive Summary

On June 22, 2023, City Council adopted \$30M in its FY24 Capital Improvement Project (CIP) Budget for future recreation projects, which includes the PC MARC fitness expansion and the PC Sports Complex (Quinns). The recreation capital projects under consideration received considerable professional assessment and public debate. In addition, the Recreation Advisory Board (RAB) reviewed the proposals and sent a positive recommendation to City Council to proceed with a GO Bond.

For context, GO Bonds are frequently used by cities and towns to fund major community capital projects and infrastructure. A GO Bond is, in essence, a voter-approved property tax for a defined period. Park City has a successful history of asking its voters to consider large capital projects. If the GO Bond passes, Park City would likely issue bonds in early 2024, or as soon as practicable given prevailing interest rates and project schedules.

Background

As part of the FY24 Budget, Council budgeted for new recreation capital investments at City Park, the PC MARC, and the PC Sports Complex. Prior to budget adoption, the City Council engaged VCBO Architecture to evaluate the City's broad recreational needs and create a master plan for future improvements at the PC MARC and the Park City Sports Complex at Quinn's Junction. A steering committee from the Recreation Advisory Board (RAB), recreation staff, and the local pickleball community was formed to guide a master planning process and support VCBO's efforts. The steering committee met over several months to develop concept designs for PC MARC and the PCSC consideration.

The first effort of the steering committee was to create and distribute a community-wide survey. The survey provided qualitative feedback on the City's existing recreational programs and facilities, and input on future or desired recreation facility improvements.

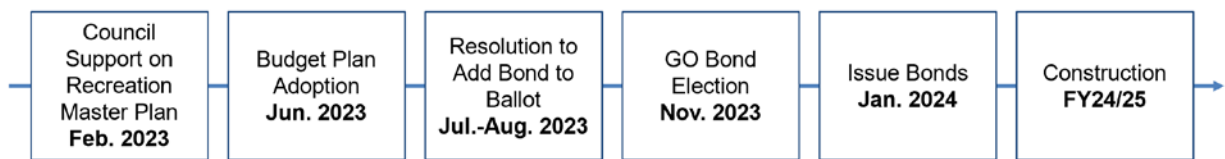
Based on the survey results and ensuing deliberations, below is a list of the proposed and recommended GO Bond Recreation Projects:

1. **PC MARC Aquatics Infrastructure (\$6M – Budgeted with existing CIP funding)** – The project concept replaces both antiquated outdoor pools and creates one large body of water to include lap lanes, zero-entry water feature, and youth and teen activity elements. By combining the two pools into one body of water, the PC MARC can more efficiently operate the pool under one mechanical and filtration system and reduce labor costs, as pool support staff are not alternating between facilities. The existing pools were constructed in 1991 and 2003.
2. **Rebuild City Park Building (\$15M – Budgeted with existing CIP funding)** – Recommended to create a new 15,000 sq ft community facility to house year-round childcare and expanded summer camp occupancy. For the past three years, the PC MARC Day Camp sold out within 10 minutes for 84060 residents and PCMC employees. A rebuild can also improve and relocate a playground, basketball court, and volleyball court, as well as potentially add a splash pad and improve shared parking.
3. **PC Sports Complex (Pickleball, Nordic, GO Bond)** – The recommended project includes eight indoor and sixteen outdoor pickleball courts, 100 parking stalls, and public trailhead area and amenities. The indoor courts are envisioned in a utilitarian building with community spaces. The details will be refined in future facility planning, and a variety of models are under consideration to receive additional public input and Council consideration if the GO Bond is approved (public-private partnerships, private fundraising, etc.).
4. **PC MARC Fitness Expansion (GO Bond)** – The recommended project concept identifies 14,000 sq ft of additional fitness space added in the proximity of the current lap pool. The space could be two stories and utilized for fitness and other community needs identified through a public engagement process. This phase would be completed well after the pools are relocated so the community could still have access to the lap pool in the meantime.
5. **PC Sports Complex (Outdoor Ice, GO Bond)** – This phase includes constructing a covered, refrigerated outdoor ice sheet, building a new bicycle pump track, expanding the existing trails and parks maintenance building, and installing field lights on the stadium field to the east of the ice arena. This phase could be built as part of the initial project as it would meet many communities' recreational needs and enhance support facilities, or it could be contemplated in a future phase.

Timeline

A bond resolution is attached (Exhibit A), which includes the proposed GO bond total amount and ballot initiative language. The language was reviewed and supported by RAB at their August 8, 2023, meeting.

The following timeline outlines key dates in the ballot initiative for the bonding process:



- August 22, 2023, Bond Resolution adoption – more than 75 days prior to the election date – City Council must approve a resolution submitting the question of bond issuance to voters.
- The resolution must include:
 - *The ballot proposition language,*
 - *Dollar amount (sizing) of the bonds, and*
 - *The maximum maturity of the bonds.*
- Between October 9, 2023, and November 6, 2023, a voter information pamphlet must be mailed to all city addresses. The voter information would also include the ballot proposition language, the dollar amount of the bonds, the maximum maturity of the bonds, and the estimated annual property tax impact on primary, secondary, and business property related to the bonds.
- October 5, 2023 – Council will hold a public hearing regarding the ballot proposition.
- Oct 23, 2023 – The governing body must post the argument and rebuttal arguments for or against the ballot proposition (i) the Statewide Electronic Voter Information Website, (ii) the Issuer’s website in a prominent place, ((i) and (ii) for 30 consecutive days before the election) and in the newsletter if the Issuer has one.
- October 26, 2023 – Council will hold a public meeting regarding the ballot proposition and allow interested parties to be heard (Pro and Con) for an equal amount of time.
- November 21, 2023 – Election.
- If the bond passes, bond issuance to occur around January 2024, or as practicable based upon prevailing interest rates.

Analysis

The proposed ballot language will be included in the authorizing resolution. The ballot proposition language outlines the use of the bonds, the total dollar amount, the terms of the bond, and the potential financial impacts to a taxpayer:

CITY PROPOSITION NUMBER (15-2023)

Shall Park City, Utah (the “City”), be authorized to issue general obligation bonds in the amount not to exceed thirty million dollars (\$30,000,000) (the “Bonds”) for the purpose of financing all or a portion of the costs associated with constructing, improving, furnishing,

and equipping new and existing City recreational facilities? This includes but is not limited to expanded fitness facilities, field lights, indoor and outdoor pickleball courts, nordic area, refrigerated outdoor ice sheet, and support maintenance facilities. Said Bonds are to be due and payable in not to exceed twenty (20) years from the date of issuance of the Bonds.

PROPERTY TAX COST OF BONDS

If the Bonds are issued as planned (and without regard to the existing taxes currently paid for existing bonds ("Existing Bonds") that will reduce over time), a property tax sufficient to pay debt service on the Bonds will be required over a period of twenty (20) years in the estimated average amount of \$137.20 per year on a \$2.34M primary residence and in the estimated amount of \$249.46 per year on a business property having the same value

G.O Bond Recreational Funding Profile - Based on \$30M G.O. Bond and Current Bond Rating

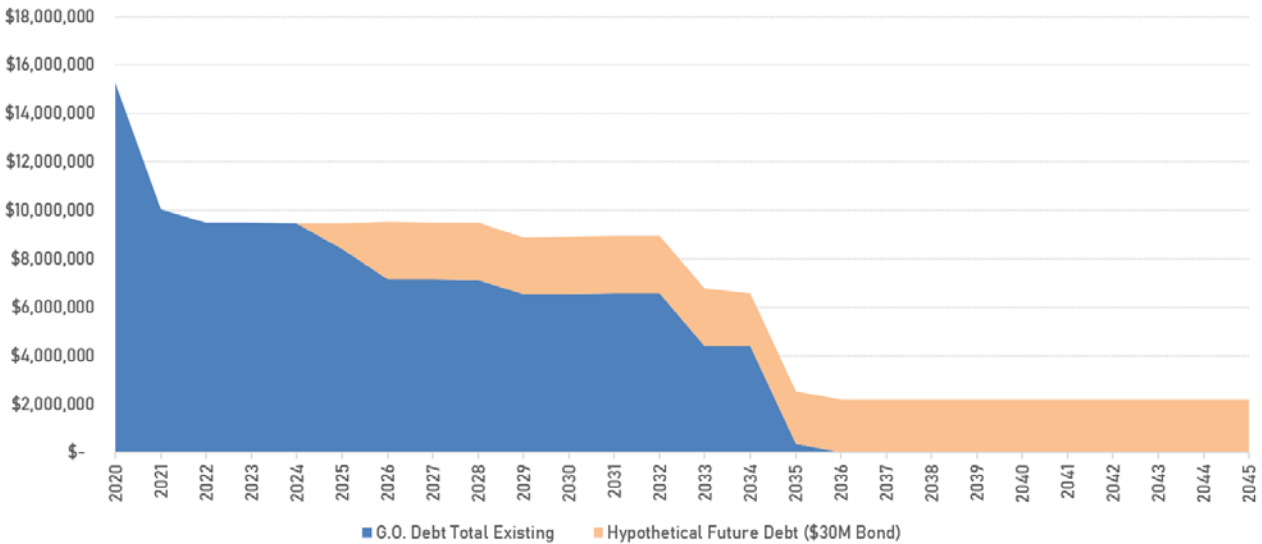
<u>Assessed Value</u>	MAX Annual Increase		MAX Monthly Increase	
	Non-Primary	Primary	Non-Primary	Primary
\$500,000	\$52	\$29	\$4	\$2
\$1,000,000	\$104	\$57	\$9	\$5
\$1,500,000	\$156	\$86	\$13	\$7
\$2,000,000	\$208	\$114	\$17	\$10
\$2,340,000	\$250	\$137	\$21	\$11
\$3,000,000	\$312	\$172	\$26	\$14
\$3,500,000	\$364	\$200	\$30	\$17
\$4,000,000	\$416	\$229	\$35	\$19
\$4,500,000	\$468	\$257	\$39	\$21
\$7,000,000	\$728	\$400	\$61	\$33

The foregoing information is only an estimate and is not a limit on the amount of taxes that the Council may be required to levy to pay debt service on the Bonds. The Council is obligated to levy taxes to the extent provided by law in order to pay the Bonds. The amounts are based on various assumptions and estimates, including estimated debt service on the Bonds and taxable values of property in the City.

Existing & Hypothetical G.O. Debt

PCMC General Obligation debt service is trending down.

PCMC Existing & Hypothetical General Obligation Debt by FY



In the graph above you can see Park City's total debt including a new GO Recreation Bond, if approved by the voters. Although we propose a twenty-year \$30M GO Bond, due to the strength of our current debt structure and the timing of retiring of old debt, the overall tax burden of the new GO bond will be relatively minimal over time.

For additional context, Park City has worked extremely hard to create a very strong, favorable, and diversified financial position. Since 2022, PCMC has maintained the highest bond rating given by Moody's, S&P, and Fitch, which is how banks, lenders, and other financial institutions measure their confidence level in Park City as a financial investment. Compared to other neighboring cities and towns, PCMC is considerably and intentionally underleveraged as a percentage of its total debt.

For additional information on the bonding process, timelines, and engagement we have additional information on our website: <https://engageparkcity.org/>

Department Review

This report has been reviewed by the Budget Office, City Attorney, and City Manager's Office.

Attachments:

- A – Bond Authorizing Resolution**
- B – Bond Election Do's and Don'ts**
- C – Election Timeline**

Park City, Utah

August 22, 2023

The City Council (the “Council”) of Park City, Utah (the “City”), met in regular session at 445 Marsac Avenue, Park City, Utah at 5:30 p.m. on August 22, 2023, with the following members of the Council being present:

Nann Worel	Mayor
Ryan Dickey	Councilmember
Max Doilney	Councilmember
Becca Gerber	Councilmember
Jeremy Rubell	Councilmember
Tana Toly	Councilmember

Also present:

Michelle Kellogg	City Recorder
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Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this August 22, 2023 meeting, a copy of which is attached hereto as Exhibit A.

After due deliberation, the following Resolution was considered, fully discussed and, pursuant to motion made by _____ and seconded by _____, was adopted by the following vote:

AYE:

NAY:

The resolution is as follows:

RESOLUTION NO. 15-2023

A RESOLUTION PROVIDING FOR A SPECIAL BOND ELECTION TO BE HELD ON NOVEMBER 21, 2023, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED ELECTORS OF PARK CITY, UTAH (THE “CITY”), A PROPOSITION REGARDING THE ISSUANCE OF NOT TO EXCEED \$30,000,000 GENERAL OBLIGATION BONDS TO FINANCE ALL OR A PORTION OF THE COSTS ASSOCIATED WITH CONSTRUCTING, IMPROVING, FURNISHING AND EQUIPPING NEW AND EXISTING CITY RECREATIONAL FACILITIES; THIS INCLUDES BUT IS NOT LIMITED TO EXPANDED FITNESS FACILITIES, FIELD LIGHTS, INDOOR AND OUTDOOR PICKLEBALL COURTS, NORDIC AREA, REFRIGERATED OUTDOOR ICE SHEET, AND SUPPORT MAINTENANCE FACILITIES; PROVIDING FOR THE HOSTING OF A PUBLIC HEARING AND THE POSTING OF A NOTICE OF PUBLIC HEARING; APPROVING THE FORM OF AND DIRECTING THE POSTING OF A NOTICE OF ELECTION AND THE BALLOT PROPOSITION; AND RELATED MATTERS.

WHEREAS, the City of Park City, Utah (the “City”) desires to finance all or a portion of the costs associated with constructing, improving, furnishing and equipping new and existing City recreational facilities. This includes but is not limited to expanded fitness facilities, field lights, indoor and outdoor pickleball courts, nordic area, refrigerated outdoor ice sheet, and support maintenance facilities; and

WHEREAS, the City desires to submit a proposition concerning the issuance of up to \$30,000,000 of General Obligation Bonds (the “Bonds”) to the vote of the qualified electors of the City pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14 of the Utah Code (the “Local Government Bonding Act”) and applicable provisions of the Election Code, Title 20A of the Utah Code (the “Election Code”), and the Transparency of Ballot Propositions Act, Title 59, Chapter 1, Part 16 of the Utah Code (the “Ballot Propositions Act” and together with the Local Government Bonding Act and the Election Code, the “Bond Acts”);

NOW, THEREFORE, be it resolved by the City Council (the “Council”) of Park City, Utah, as follows:

Section 1. Definition of Terms. The terms defined or described in the recitals hereto shall have the same meaning when used in the body of this Resolution.

Section 2. Election Call. At the same time as the statewide special general election on November 21, 2023, there shall be held in the City a local special bond election (the “Bond Election”) at which there shall be submitted to the qualified electors of the City the proposition of whether bonds of the City to the amount of \$30,000,000 shall be issued and sold for the purpose of financing all or a portion of the costs associated with constructing, improving, furnishing, and equipping new and existing

City recreational facilities. This includes but is not limited to expanded fitness facilities, field lights, indoor and outdoor pickleball courts, nordic area, refrigerated outdoor ice sheet, and support maintenance facilities, and paying costs of issuance of the Bonds. The proposition shall be submitted in substantially the form of the Official Ballot Proposition in Section 4 of this Resolution.

Section 3. Voting Places and Election Judges. For purposes of the Bond Election, the voting methods, the voting precincts, the voting places, the election judges, alternate judges and poll workers to serve at said voting places shall be the same as those established for the general election held that day.

Section 4. Ballot. The ballots to be used at the Bond Election shall comply in all respects with the requirements of Sections 11-14-206; Title 20A, Chapter 6, Part 1 and Part 3; and Section 20A-6-301 of the Utah Code, and shall be in substantially the following form (as may be appropriately and legally updated, modified, corrected or completed):

OFFICIAL BALLOT PROPOSITION FOR
PARK CITY, UTAH
SPECIAL BOND ELECTION

Shall Park City, Utah (the “City”), be authorized to issue general obligation bonds in the amount not to exceed thirty million dollars (\$30,000,000) (the “Bonds”) for the purpose of financing all or a portion of the costs associated with constructing, improving, furnishing, and equipping new and existing City recreational facilities? This includes but is not limited to expanded fitness facilities, field lights, indoor and outdoor pickleball courts, nordic area, refrigerated outdoor ice sheet, and support maintenance facilities. Said Bonds are to be due and payable in not to exceed twenty (20) years from the date of issuance of the Bonds.

Property Tax Cost of Bonds: If the Bonds are issued as planned (and without regard to the existing taxes currently paid for existing bonds (“Existing Bonds”) that will reduce over time), a property tax sufficient to pay debt service on the Bonds will be required over a period of twenty (20) years in the estimated average amount of \$137.20 per year on a \$2.34M primary residence and in the estimated amount of \$249.46 per year on a business property having the same value.

As noted above, the City has other Existing Bonds for which a tax decrease would occur upon the retirement of the same, which may not occur if the proposed Bonds are issued. However, these Existing Bonds reduce over time such that the incremental property tax burden due to the issuance of the proposed Bonds on residences and businesses within the District is expected to have no cumulative increase from current annual levels.

The foregoing information is only an estimate and is not a limit on the amount of taxes that the Council may be required to levy to pay debt service on the Bonds. The Council is obligated to levy taxes to the extent provided by law in order to pay the Bonds. The amounts are based on various assumptions and estimates, including estimated debt service on the Bonds and taxable values of property in the City.

FOR THE ISSUANCE OF BONDS (YES)

☐

AGAINST THE ISSUANCE OF BONDS (NO)

☐

Pursuant to applicable provisions of Utah State law, the period allowed for any contest of the Bond Election shall end forty (40) days after December 5, 2023 (the date on which the returns of the Bond Election are to be canvassed and the results thereof declared). No such contest shall be maintained unless a complaint meeting the requirements of applicable law is filed with the Clerk of the Court of Summit County within the prescribed forty (40) day period.

Section 5. Authorization and Reimbursement of Expenses. The Bond Election shall be conducted and the registration therefore shall be governed in conformity with the laws of the State of Utah, including particularly the Bond Acts, and the officials of the City and Summit County, Utah (the “County”) as applicable, shall and are hereby authorized and directed to perform and do all things necessary to the proper calling and conduct of the Bond Election and the canvass of the results thereof.

In the event the proposition for the Bonds is approved at the Bond Election, the City reasonably expects to reimburse itself from proceeds of debt to be incurred by the City, capital expenditures advanced for the acquisition and construction of the improvements herein described in a principal amount of not more than \$30,000,000.

Section 6. Public Hearing. In accordance with Section 11-14-318 of the Local Government Bonding Act, the Council shall hold a public hearing on October 5, 2023 to receive input from the public with respect to (a) the issuance of the Bonds and (b) the potential economic impact that the improvements, facilities, or properties to be financed in whole or in part with proceeds of the Bonds will have on the private sector. The public hearing date shall not be less than fourteen (14) days after notice of the public hearing is first posted and shall not be sooner than thirty (30) days or later than five (5) business days before the first posting of the Notice of Election as described in this Resolution. The “Notice of Public Hearing” will be published as a class A notice under Section 63G-30-102 of the Utah Code and will be in substantially the form of the notice attached as Exhibit B.

Section 7. Notice of Election. In accordance with Section 11-14-202 of the Local Government Bonding Act, a notice of the Bond Election will be provided as a class A notice under Section 63G-30-102 of the Utah Code for at least three weeks before the day of the election. The Bond Election notice will be in substantially the form of the notice attached as Exhibit C (with such completion, amendments, updates, changes, additions, or alterations as may be required to conform such notices to the Bond Acts and actual election information or calendar items).

In addition, the Election Officers (as defined below) are to (i) make the sample ballot available for inspection before the election as required in Section 20A-5-405 of the Election Code and (ii) publish notice of and perform the election voting device and tabulation equipment test procedures as required by Section 20A-4-104 of the Election Code.

Section 8. Mailing of Voter Information Pamphlet. The Council hereby directs the City Recorder of the City (the “City Recorder”) to mail at least fifteen (15) but not more than forty-five (45) days before the scheduled Bond Election, a voter information pamphlet or a notice printed on a postage prepaid, preaddressed return form that a person may use to request delivery of a voter information pamphlet by mail, to each household with a registered voter who is eligible to vote on the Bonds. The voter information pamphlet shall include, in the following order: (a) the date of the Bond Election, (b) the hours during which the polls will be open, (c) the address of the Statewide Electronic Voter Information Website and, if available, the address of the Summit County Clerk’s website, and the City’s official website, with a statement indicating that the election officer will post on the official website the location of each polling place for each voting precinct, each early voting polling place, and each election day voting center, including any changes to the location of a polling place and the location of an additional polling place; (d) a phone number that a voter may call to obtain information regarding the location of a polling place; (e) the title and text of the ballot proposition, and (f) an explanation of the property tax impact, if any, of the issuance of the Bonds which may be based upon information the Council determines to be useful, including (i) expected debt service on the Bonds to be issued, (ii) a description of the purpose, remaining principal balance, and maturity date on any outstanding general obligation bonds of the City, (iii) funds other than property taxes available to pay debt service on general obligation bonds, (iv) timing of expenditure of Bond proceeds, (v) property values and (vi) any additional information the Council determines may be useful to explain the property tax impact of issuance of the Bonds.

Section 9. Compliance with the Transparency of Ballot Propositions Act, Title 59, Chapter 1, Part 16. The City, and specifically the Council, shall comply with the requirements of the Transparency of Ballot Propositions Act, Title 59, Chapter 1, Part 16 of the Utah Code. The City Recorder shall post the arguments and rebuttal arguments as required by such act (a) on the Statewide Electronic Voter Information Website as described in Section 20A-7-801 of the Utah Code and (b) in a prominent place on the City’s official website for thirty (30) consecutive days before the Bond Election. If the City has a newsletter published between finalization of the arguments and rebuttal arguments and the date of the Bond Election, the City Recorder shall further post arguments and rebuttal arguments in such newsletter. When posting the argument and rebuttal argument, the City Recorder shall ensure that: (a) a rebuttal argument is posted in the same manner as a direct argument; (b) each rebuttal argument follows immediately after the direct argument that it seeks to rebut; and (c) information regarding the public meeting (described in the next sentence), follows immediately after the posted arguments, including the date, time, and place of the public meeting. In satisfaction of Section 59-1-1605, the City shall conduct a public meeting on October 26, 2023, beginning at the hour of 5:30 p.m. at 445 Marsac Avenue, Park City, Utah. The purpose of the meeting is to hear arguments for and against the issuance of the Bonds. Within three days following the public meeting, the City will post a digital audio recording of the meeting on its official website and have a copy available at the primary office of the City at 445 Marsac Avenue, Park City, Utah.

Section 10. Appointment of Election Officers. Pursuant to Sections 20A-1-102 and 20A-5-400.5 of the Election Code, the County Clerk of Summit County and the City Recorder will act as election officers (the “Election Officers”). Other officials of the City are hereby directed and authorized to coordinate with the Election Officers as required for the Bond Election. The Election Officers shall be authorized and directed to give appropriate notices as required by the Election Code.

Section 11. Canvass. The ballots shall be counted and the results delivered to the City in accordance with the procedures of Title 20A, Chapter 4, of the Election Code. The Council shall meet as a Board of Canvassers no sooner than seven (7) nor later than fourteen (14) days after the date of said election. That meeting is currently set for Tuesday, December 5, 2023, at 5:30 p.m., at the regular meeting place of the Council in Park City, Utah, and if the majority of the votes cast at the Bond Election are in favor of the propositions submitted, then the City Recorder shall cause an entry of that fact to be made upon its minutes. Thereupon the Council shall be authorized and directed to issue such Bonds.

Section 12. Severability. It is hereby declared that all parts of this resolution are severable, and if any section, clause, or provision of this resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, clause, or provision shall not affect the remaining sections, clauses, or provisions of this resolution.

Section 13. Conflict. All acts and resolutions in conflict with this Resolution or any part thereof are hereby repealed.

Section 14. Recording of Resolution; Effective Date; Notice to Lieutenant Governor and Election Officer. After its adoption, this Resolution shall be signed by the Mayor and City Recorder, shall be recorded in a book for that purpose, and shall take immediate effect. At least seventy-five (75) days before the Bond Election, but no later than September 7, 2023, the City Recorder shall furnish a certified copy of this Resolution to the Lieutenant Governor and the Summit County Clerk in accordance with Section 11-14-201 of the Local Government Bonding Act.

Section 15. Further Authority. The Council hereby authorizes the City Recorder to make changes to any notice or the ballot proposition described herein to complete the same, cure any ambiguity or defect therein or to make any other changes to such notice or ballot proposition as may be required or allowed by the laws of the State of Utah. Other officers and employees of the City are authorized to take such action as they may deem necessary in order to assure the Bond Election complies with state and federal law.

PASSED AND APPROVED this August 22, 2023.

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

Pursuant to motion duly made and seconded, the meeting was adjourned.

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

I, Michelle Kellogg, hereby certify that:

a) I am the duly qualified and acting City Recorder of Park City, Utah (the “City”);

b) the above and foregoing constitutes a true and correct copy of a portion of the minutes of a regular meeting of the City Council (the “Council”) of Park City, Utah, including a resolution adopted at said meeting held on August 22, 2023, as said minutes and resolution are officially of record in my possession;

c) a certified copy of the within Resolution was filed with the Lt. Governor and the Summit County Clerk, as Election Officers, as described herein;

d) the Resolution, with all exhibits attached, was deposited in my office on August 22, 2023;

e) pursuant to the Resolution, a Notice of Public Hearing will be (i) posted in the Location determined by the Council in the foregoing resolution, (ii) posted on the Utah Public Meeting Notice website (<http://pmn.utah.gov>) and (iii) posted on the City’s official website, no less than 14 days prior to the Public Hearing; and

f) pursuant to the Resolution, an Election Notice will be (i) posted in the Location determined by the Council in the foregoing resolution, (ii) posted on the Utah Public Meeting Notice website (<http://pmn.utah.gov>) and (iii) posted on the City’s official website, with each such posting being at least three weeks before the Bond Election.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and affixed the seal of Park City, Utah, this August 22, 2023.

(SEAL)

By: _____
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Michelle Kellogg, the undersigned City Recorder of Park City, Utah (the “City”), do hereby certify that I gave written public notice of the agenda, date, time and place of the regular meeting held by the City Council (the “Council”) of the City on August 22, 2023, not less than 24 hours in advance of the meeting. The public notice was given in compliance with the requirements of the Utah Open and Public Meetings Act, by:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the City’s principal offices at least twenty-four (24) hours prior to the convening of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the City’s official website at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice to be posted on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2023 Annual Meeting Schedule for the City (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the Council to be held during the year, by causing said Notice to be (i) posted in December 2022 at the principal office of said Council, (ii) posted on the Utah Public Notice Website (<http://pmn.utah.gov>) and (iii) posted on the City’s official website.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of the Council this August 22, 2023.

(SEAL)

By: _____
City Recorder

SCHEDULE 1
NOTICE OF MEETING

SCHEDULE 2

NOTICE OF ANNUAL MEETING SCHEDULE

EXHIBIT B

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, that on August 22, 2023, the City Council (the “Council”) of Park City, Utah (the “City”), adopted a resolution (the “Resolution”) in which it authorized the calling of an election (the “Election”) concerning a proposition for the issuance of the City’s General Obligation Bonds (the “Bonds”) and called a public hearing to receive input from the public with respect to (a) the issuance of the Bonds and (b) any potential economic impact that the improvements, facilities or properties financed in whole or in part with the proceeds of the Bonds (see below) may have on the private sector.

TIME, PLACE, AND LOCATION OF PUBLIC HEARING

The Council shall hold a public hearing on October 5, 2023, at the hour of 5:30 p.m. in the City offices, located at 445 Marsac Avenue, Park City, Utah. All members of the public are invited to attend and participate.

PURPOSE FOR ISSUING THE BONDS, MAXIMUM AMOUNT AND SECURITY

The Bonds are to be issued in the aggregate principal amount of not to exceed \$30,000,000 for the purpose of financing all or a portion of the costs associated with constructing, improving, furnishing, and equipping new and existing City recreational facilities. This includes but is not limited to expanded fitness facilities, field lights, indoor and outdoor pickleball courts, nordic area, refrigerated outdoor ice sheet, and support maintenance facilities, and paying costs of issuance of the Bonds. The Bonds shall be secured by ad valorem property taxes of the City to the extent authorized by law.

The Bonds may be issued in one or more series and be sold from time to time, all as the Council may determine.

DATED this August 22, 2023.

/s/ Michelle Kellogg
City Recorder

(To be posted no less than 14 days before the public hearing.)

EXHIBIT C

ELECTION NOTICE

To all qualified electors of Park City, Utah:

Take notice that on November 21, 2023 between the hours of 7:00 a.m. and 8:00 p.m., a special bond election (the “Bond Election”) will be held in Park City, Utah (the “City”) in conjunction with the general election to be held that day.

Information regarding polling places for each voting precinct, each early voting polling place, and each election day voting center, including changes to the location of a polling place and the location of an additional polling place, may be found at the Statewide Electronic Voter Information Website at vote.utah.gov or at the Summit County Clerk’s website at <https://www.summitcounty.org/270/Clerk> or at the City’s official website at <https://www.parkcity.org/>.

To obtain information regarding the location of a polling place, voters may also call (435) 615-5000.

The Election will be held for the purpose of submitting the following ballot proposition:

OFFICIAL BALLOT PROPOSITION FOR
PARK CITY, UTAH
SPECIAL BOND ELECTION

NOVEMBER 21, 2023

/s/ Michelle Kellogg
City Recorder

PROPOSITION

Shall the City Council (the “Council”) of Park City, Utah (the “City”), be authorized to issue general obligation bonds in the amount not to exceed thirty million dollars (\$30,000,000) (the “Bonds”) for the purpose of financing all or a portion of the costs associated with constructing, improving, furnishing, and equipping new and existing City recreational facilities? This includes but is not limited to expanded fitness facilities, field lights, indoor and outdoor pickleball courts, nordic area, refrigerated outdoor ice sheet, and support maintenance facilities. Said Bonds are to be due and payable in not to exceed twenty (20) years from the date of issuance of the Bonds.

Property Tax Cost of Bonds: If the Bonds are issued as planned (and without regard to the existing taxes currently paid for existing bonds (“Existing Bonds”) that will reduce over time), a property tax sufficient to pay debt service on the Bonds will be required over a period of twenty (20) years in the estimated average amount of \$137.20 per year on a \$2.34M primary residence and in the estimated amount of \$249.46 per year on a business property having the same value.

As noted above, the City has other Existing Bonds for which a tax decrease would occur upon the retirement of the same, which may not occur if the proposed Bonds are issued. However, these Existing Bonds reduce over time such that the incremental property tax burden due to the issuance of the proposed Bonds on residences and businesses within the District is expected to have no cumulative increase from current annual levels.

The foregoing information is only an estimate and is not a limit on the amount of taxes that the Council may be required to levy to pay debt service on the Bonds. The Council is obligated to levy taxes to the extent provided by law in order to pay the Bonds. The amounts are based on various assumptions and estimates, including estimated debt service on the Bonds and taxable values of property in the City.

FOR THE ISSUANCE OF BONDS (YES)

☐

AGAINST THE ISSUANCE OF BONDS (NO)

☐

Pursuant to applicable provisions of Utah State law, the period allowed for any contest of the Bond Election shall end forty (40) days after December 5, 2023 (the date on which the returns of the Bond Election are to be canvassed and the results thereof declared). No such contest shall be maintained unless a complaint meeting the requirements of applicable law is filed with the Clerk of the Court of Summit County within the prescribed forty (40) day period.

GILMORE BELL

BOND ELECTION ADVOCACY – DO’S AND DON’TS

As your City approaches its upcoming bond election, it is critical to be aware of the legal boundaries that govern the City's involvement in advocating for the bond. Both state and federal laws regulate the conduct of municipal bodies and their officials during elections, in order to ensure the integrity of the process and protect the democratic principle of fair and unbiased elections. This handout provides a simple guideline of “do’s” and “don’ts” outlining permissible and prohibited actions, based on current relevant Utah statutes, for your reference during the campaign period.

Do:

- **Disseminate a Neutral and Informational Voter Information Pamphlet:** Under Utah Code § 11-14-202, the City must provide voter information pamphlets to registered voters who are eligible to vote on the bond. This pamphlet may be prepared with funds and resources of the City. In order to comply with Utah’s election code, be sure that the information provided on these pamphlets is neutral, factual and informational in content and tone.
- **Submit Arguments in Favor of the Bond:** Under Utah Code § 59-1-1604, the City Council must submit to the bond election officer an argument in favor of the ballot proposition. This is the City’s opportunity to advocate in favor of the bond and advance its position that the bond would be in the best interests of the City and its residents.
- **Host Public Forums:** Utah’s Open and Public Meetings Act (Utah Code § 52-4) allows the City to host open, public forums where information about the bond is provided, so long as all perspectives are given equal opportunity to be heard.
- **Allow Personal Advocacy:** Elected officials and public employees can voice their personal opinions and advocate for the bond in their personal capacity, provided it is clear they are not acting on behalf of the City and no City resources are used for this purpose (Utah Code § 20A-11-1206).
- **Engage with Third-Party Advocacy Groups:** Although the City cannot fund or coordinate with them, independent PACs or other third-party groups can advocate for or against the measure under Utah Code § 20A-11-601.
- **Remain Transparent:** If asked, be honest about the City's position on the bond but remember that any endorsement cannot be made using City resources or appear as an official endorsement by the City itself.

Don’t:

- **Use Public Funds for Advocacy:** Utah's Political Activities of Public Entities Act (Utah Code § 20A-11-1203) prohibits the City from using public resources (including staff time, equipment, or funds) to advocate for the bond measure.
- **Make Partisan Communications:** Any communication paid for with City resources, including mailers, press releases, or public statements, must not endorse a vote in favor or against the bond (Utah Code § 20A-11-1203).
- **Imply City Endorsement:** While individuals may express personal opinions, they cannot imply that this is the official stance of the City (Utah Code § 20A-11-1203).
- **Ignore Lobbying Laws:** Be aware of and abide by all Utah state lobbying laws which may put restrictions on the City's activities related to the bond election (Utah Code § 36-11-101 et seq.)

For further information, please contact:

Randall Larsen | Gilmore & Bell, P.C.

15 West South Temple, #1450

Salt Lake City, Utah 84101

Direct: (801) 258-2722 | Mobile: (801) 541-1108

rlarsen@gilmorebell.com

Aaron Wade | Gilmore & Bell, P.C.

15 West South Temple, #1450

Salt Lake City, Utah 84101

Direct: (801) 258-2730

awade@gilmorebell.com

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Rely on Gilmore Bell's combined 135 years of experience in assisting local governments across Utah.

GENERAL OBLIGATION BOND ELECTION TIMELINE

(for November 21, 2023 Election)

Date for Bond Election: - First Tuesday after the First Monday in November.	November 21, 2023
Entity approves Resolution Calling Election.	Prior to September 7, 2023
Provide copy of Resolution to Lt. Governor and Election Officer (75 days prior to election).	August 22, 2023
Post on the Utah Public Meeting Notice Website not less than 14 days before the public hearing.	September 14, 2023
Hold a public hearing (not less than 5 business days nor more than 30 days before the Election Notice is posted).	October 5, 2023
Eligible Voters must submit notice 65 days prior to election of intent to file an argument against bonds (No instruction on how to advertise).	September 18, 2023
Governing body shall submit to the Election Officer an argument in favor of a ballot proposition (60 days prior to election).	September 22, 2023
Last day any voter may submit to the Election Officer an argument against the ballot proposition (60 days prior to election).	September 22, 2023
Election officer shall, within one business day after the day on which the election officer receives both arguments, send, via email or mail the pro to the con author and vice versa.	Next Business Day after receipt of both Pro and Con.
Last day for the governing body or voter to submit rebuttal arguments for or against a ballot proposition (45 days prior to election).	October 9, 2023
Post Election Notice (i) in publications locations around City, (ii) on PMN website, and (iii) on Issuer's website at least 3 weeks before election.	Proposed date: October 31, 2023
Voter information pamphlet is required to be mailed to each household with a registered voter or a prepaid and preaddressed return form to request a voter information pamphlet that includes the website where it is available and a phone number to call for one, at least 15 but not more than 45 days prior to election. Notice and VIP must include in the following order: 1. Date of election. 2. Hours when polls open. 3. Address of Statewide Electronic Voter Information Website and (if one) election officer's website, with a statement that the election officer will post on the website the location of each polling place, each early voting polling place, and each election day voting center, including any changes to the location of a polling place and any additional polling place. 4. A phone number that a voter may call to obtain information regarding the location of a polling place. 5. Title and text of ballot proposition including the tax impact of issuance of bonds. May include the polling places.	Between October 9, 2023, and November 6, 2023

Governing body must post the arguments and rebuttal arguments for or against a ballot proposition on (i) the Statewide Electronic Voter Information Website, (ii) the Issuer's website in a prominent place, ((i) and (ii) for 30 consecutive days before election) and in the newsletter if the Issuer has one. Put each rebuttal directly after argument. Include information about public meeting required, including date, time, and place.	Commence by: October 23, 2023
Election Officer must post a sample ballot in his/her office for public inspection (at least 45 days before the election).	October 9, 2023
Governing body must conduct a public meeting regarding the ballot proposition. No more than 45, but at least 4 days before the election (after 6 pm in evening). Allow interested parties to be heard, pro and con, equal time. Within 3 days of meeting, a digital recording of the meeting to be posted on website and at primary office of Issuer.	October 26, 2023
Election.	November 21, 2023
Canvass (not less than 7 nor more than 14 days following the election).	December 5, 2023

The information provided in this document does not, and is not intended to, constitute legal advice; instead, all information is for general informational purposes only. Statutory requirements are subject to change and this document may not constitute the most up-to-date information. Please contact Gilmore & Bell, P.C. to obtain advise with respect to the foregoing timelines and full requirements.

Please contact one of our attorneys for more information

Randall M. Larsen

(801) 258-2722
rlarsen@gilmorebell.com

Aaron B. Wade

(801) 258-2730
awade@gilmorebell.com

Bradley D. Patterson

(801) 258-2724
bpatterson@gilmorebell.com

Shenelle Salcido

(801) 258-2745
ssalcido@gilmorebell.com

Darci L. Stephens

(801) 258-2728
dstephens@gilmorebell.com

Adam A. Daly

(801) 258-2775
adaly@gilmorebell.com