



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
February 1, 2024**

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 and may have options to listen, watch, or participate virtually. [Click here for more information.](#)

Zoom Link: <https://us02web.zoom.us/j/89093135985>

CLOSED SESSION - 3:30 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.

WORK SESSION

3:45 p.m. - Discuss Recommended Changes to the Water Rate Schedule for FY25

4:45 p.m. - FY25 Special Event Officer Fee Discussion

5.15 p.m. - Break

REGULAR MEETING - 5:30 p.m.

I. ROLL CALL

II. APPOINTMENTS

1. Appeal Panel Appointments

III. PRESENTATIONS

1. Park City High School Students at the Capitol Recap

IV. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communications Reports

1. Radon Gas Detection and Mitigation Program

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

VI. CONSIDERATION OF MINUTES

1. Consideration to Approve the City Council Meeting Minutes from January 4, 11, and 16, 2024

VII. CONSENT AGENDA

1. Request to Approve the Amendment to Interlocal Agreement between Park City School District and Park City Municipal Corporation Regarding School Resource Officers

VIII. OLD BUSINESS

1. Consideration to Approve Ordinance No. 2024-04, an Ordinance Approving Land Management Code Amendments to Prohibit Nightly Rentals in the Bald Eagle Club at Deer Valley
(A) Public Hearing (B) Action

IX. NEW BUSINESS

1. Consideration to Authorize the City Manager to Purchase a Residential Studio Unit Located at 1940 Prospector Avenue, Carriage House #209, in the Amount of \$240,000, Utilizing the Affordable Housing Fund
(A) Public Hearing (B) Action
2. Consideration to Approve Ordinance No. 2024-02, an Ordinance Approving a Zoning Map Amendment For One Lot Zoned Single-Family and Estate to Single-Family, Including All of Lot EW-B-2AM Located at 1460 Eagle Way, Park City, Utah
(A) Public Hearing (B) Action
3. Consideration to Authorize the City Manager to Execute Contracts for the Following: 1) Electric Bus Options from the Gillig/Utah Transit Authority Contract to Purchase 7 New 35-Foot Electric Buses and 3 ABB Depot Chargers with a Total of 9 Dispensers; 2) an Electric Trolley Specially Manufactured for Main Street; and 3) a Ford E-Transit Passenger Van to Provide Local Services between Residential Neighborhoods, Park City High School, the Hospital and National Ability Center, and Other Key Local Destinations, in Forms Approved by the City Attorney's Office
(A) Public Input (B) Action
4. Consideration to Approve Ordinance No. 2024-03, An Ordinance Amending Land Management Code Regulations for Electric Vehicle Charging Stations, Affordable Master Planned Developments, and Subdivision Review
(A) Public Hearing (B) Action
5. 2024 Legislative Session Update
*Each week during the 2024 Legislative Session, the City Manager will provide an update and synopsis of the session to date. The Legislative Bill Tracking List will be updated 24-48 hours prior to the City Council Meeting and available [here](#).

X. 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.**



City Council Staff Report

Subject: Fiscal Year 2025 Water Rates

Author: Clint McAfee

Department: Public Utilities

Date: February 1, 2024

Type of Item: Administrative

Recommendation

Review, discuss, and consider an update to help solidify the potential FY25 water rate structure. We estimate a need to increase revenue by about \$2M per year starting in FY25 to maintain existing service levels and capital project delivery. The cost to maintain water services continues to increase due to inflation, aging infrastructure, new regulations, and the complexity of Park City's water sources.

Executive Summary

Over the past decade, Park City has transformed its approach to water service, which significantly increased the public's confidence and overall quality and reliability of the community's drinking water (November 30, 2023, [presentations](#), p.19). However, maintaining the system is an ongoing challenge, particularly due to our unique sources of water (mining legacy), challenging environmental conditions, and a myriad of existing and future compliance and water quality regulations.

Park City's water service is an Enterprise Fund, which is defined in Title 10, Chapter 6 of Utah law, the Uniform Fiscal Procedures Act for Utah Cities, which requires an Enterprise Fund to essentially pay for itself. Thus, Park City's Water Fund is funded entirely by water service fees/rates (ratepayers), surplus water leases with other entities, and water impact fees, which are collected to offset the costs of new development. To maintain adequate funding for ongoing operations, responsible levels of capital investments, and future challenges, we plan revenue and expense budgets using a multi-year financial model that projects:

- Revenue from water service fees, impact fees, surplus water leases, and other fees;
- Annual water rate increases to keep pace with the cost of service;
- Required Water Fund balances and debt coverage ratios;
- Budgets for operations and capital projects;
- Changing environmental and regulatory requirements;
- Potential reductions in revenue due to annual variations in water sales, long-term decreases in water demand due to water conservation programs; and
- Potential non-renewal of the 5-year surplus water lease to Weber Basin.

For comparison, as shown in Exhibit A, water rates have increased across the region in many Utah cities, towns, and water districts on an annual basis to cover inflationary cost increases and capital project delivery. To ensure Park City retains a financially sustainable Water Fund, we predict a 10% water rate increase is likely necessary in

FY25 without cost cutting measures, additional capital project deferment, or identifying alternative sources of revenue. Even with a 10% rate increase for FY25 and 3%-5% each year thereafter, future Water Fund cash balances may be less than our minimum target of 150 days of operational cash, or about \$6M in FY25.

Annual rate increases are common to fund the incremental costs of providing water services, yet Park City faces some challenges that are more complicated than other water districts. Park City's unique circumstances include the City's mining legacy and sources (old mine tunnels), location at the top of the watershed, high altitude service elevations, non-revenue legacy water delivery contracts, a relatively small year-round customer base, environmental and regulatory requirements, and debt service due to several large capital projects (e.g. Quinn's to 3 Kings pipeline, 3 Kings Water Treatment Plant, Judge Pipeline, Spiro Tunnel Stabilization, and several others).

Analysis

Water Enterprise Fund and Fee Structure

As noted, water service is primarily funded by revenue from water fees, which must be sufficient to maintain long term cash balances and debt coverage ratios. The Water Enterprise Fund is a separate accounting framework that accounts for all water assets, revenues, expenses, and liabilities. The tables below provide a high-level summary of the Fund's revenue and expense budgets. FY27 is shown to demonstrate the first year of a large increase in revenue from the contract (December 14, 2023, Park City Water Service District Meeting, [consent](#), p.4) to lease surplus water to Weber Basin, which is proportionally more representative of future years, and will help offset a portion of future rate increases.

FY27 Water Revenue Budget

| | | | |
|---------------|----|------------|-----|
| Service Fees | \$ | 24,469,000 | 78% |
| Surplus Lease | \$ | 5,656,000 | 18% |
| Impact Fees | \$ | 885,000 | 3% |
| Other Fees | \$ | 339,000 | 1% |
| Total revenue | \$ | 31,349,000 | |

FY27 Water Expense Budget

| | | | |
|--|----|--------------|-----|
| Personnel | \$ | (5,233,000) | 17% |
| Operations | \$ | (7,548,000) | 24% |
| Available for Capital | \$ | (7,541,000) | 24% |
| Bond Debt Issued for Capital | \$ | (9,391,000) | 30% |
| IFT to General Fund and Non-Water FTEs | \$ | (1,636,000) | 5% |
| Total Expense | \$ | (31,349,000) | |

All water delivered to non-municipal water accounts is subject to Park City's adopted water service fees. There are a few exceptions where water is delivered by contract or

agreement, such as snowmaking and agricultural deliveries. In addition, all new development is subject to Park City's adopted water impact fees, which developers (including the City) occasionally request be waived for projects that provide additional community benefit.

In addition, in 2023, considerable revisions to water service fees to, among other things, further incentivize water conservation, were adopted. Staff reports and public hearings are linked below and contain detailed information on the 2023 changes.

[April 7, 2022](#) (new business, p. 290)

[July 28, 2022](#) (discussion items, p. 11)

[February 16, 2023](#) (work session, p. 27)

[April 4, 2023](#) (old business, p. 319)

[May 11, 2023](#) (old business, p. 217)

In addition to maintaining a minimum debt coverage ratio of 1.2 and targeting a minimum cash balance of 150 days of operational cost, Park City's FY25 water rate increase is recommended due to the following:

Aging Infrastructure

Park City Public Utilities maintains and replaces an infrastructure portfolio valued at well over a billion dollars. Replacing the entire water system at the current capital funding level of about \$7.5M shown in the table above would take well over 100 years, much longer than the reasonable lifespan of any water infrastructure. Like many other cities and utilities, rather than fully funding a capital budget to replace all infrastructure over a defined timeline, Public Utilities maximizes the value of each dollar spent on capital by using a risk-based approach when deciding what infrastructure to replace and when.

Using this approach, Public Utilities prioritizes assets for replacement by quantifying a level of risk for each asset based on its likelihood of failure and consequence of failure. The likelihood of failure is determined by factors such as age, condition, performance history, pressure, and location. Consequences of failure are determined by factors such as impacts to public health and safety, regulatory violations, and the number and type of connections impacted by failure. Assets with the highest likelihood and consequence of failure are considered higher risk and are prioritized for rehabilitation or replacement. Funding for replacing critical aging infrastructure will continue to be required to maintain reliable water service.

There are always more projects identified for replacement than what the annual budget can support, and projects are deferred and spread out over time to balance the budget. Exhibit B shows the major projects currently prioritized for replacement, and which of those the proposed budget can support. The recent and sudden increase in failures of the water lines in Main Street resulted in a relatively drastic change in project prioritization, moving Main Street higher on the list and deferring other projects to future years.

JSSD Contract

On January 7, 2010, City Council ([New Business, p 155](#)) approved an agreement with Jordanelle Special Service District (JSSD) for the purchase and delivery of water. In general terms, JSSD requested an upfront cash infusion to support their operations, and in exchange, Park City obtained a considerable water right at a relatively low cost and delivery of the water for about 13 years at a fixed cost with no inflation. Specifically, Park City prepaid the remaining term of an existing water lease in exchange for, among other things, Park City's ownership of a 1,000 acre foot water right, and JSSD's delivery of Park City's 1,000 acre feet of water per year until December 31, 2023, at no additional cost to Park City.

Under that agreement, on January 1, 2024, Park City must begin to pay for a portion of JSSD's annual operational and capital cost associated with treating and pumping that same amount of water to Park City. Approximately \$650,000 was included in the FY 2024 budget as an estimated "new" cost, and an additional \$500,000 will be included in the FY 2025 budget to create a new annual total cost to Park City of approximately \$1,150,000. While this agreement provided considerable benefit to the Park City rate payers for well over a decade, by contract, Park City is no longer entitled to delivery of its' water right without paying the proportional delivery costs.

We have evaluated the additional cost and rates from JSSD and determined they are reasonable under current regional water delivery rates.

Water Conservation

Park City continues to lead the state and region in terms of water conservation policy. Park City water users have achieved positive gains in water conservation, which directly impact revenue and unfortunately erode water revenues. For example, the table below shows that over the past 10 years the planned average increase in revenue (water rate increase plus new connections) was 5% but the actual increase in revenue was only 4% per year due to less water consumption.

Actual vs Planned Revenue

| Fiscal Year | Total Water Accounts | Actual Service Fee Revenue | Planned Revenue increase (rate increase plus growth rate) | Actual Service Fee Revenue Change |
|--------------------|-----------------------------|-----------------------------------|--|--|
| 2014 | 5,172 | \$13,055,378 | | |
| 2015 | 5,190 | \$13,308,064 | 13% | 2% |
| 2016 | 5,245 | \$14,374,453 | 4% | 8% |
| 2017 | 5,257 | \$16,418,638 | 3% | 14% |
| 2018 | 5,304 | \$17,058,653 | 7% | 4% |
| 2019 | 5,395 | \$17,686,848 | 4% | 4% |
| 2020 | 5,449 | \$17,247,271 | 4% | -2% |

| | | | | |
|---------|-------|--------------|------|------|
| 2021 | 5,496 | \$19,579,222 | 4% | 14% |
| 2022 | 5,523 | \$17,996,952 | 3% | -8% |
| 2023 | 5,568 | \$18,192,815 | 3% | 1% |
| Average | | | 5.0% | 4.0% |

Inflation

High inflation, particularly post COVID shutdowns, continues to have serious impacts on the cost of labor, materials, and supplies for all operational, capital, and construction and engineering costs. These are prevalent throughout the public utility industry and felt across the State and region.

Mining Legacy

Old mining tunnels comprise almost 50% of Park City's reliable water supply. The high concentrations of metals exceed drinking water and stream water regulations, and the City uses state-of-the-art water treatment facilities to reduce concentrations to safe levels and maintain water flow. For example, the City issued \$142 million in revenue bonds to pay for infrastructure to preserve the use of water from the Spiro and Judge Tunnels. Unfortunately, operational costs will continue to increase once 3Kings is finished because of state and federal regulations.

Top of watershed

Park City is located at the highest elevations of the East Canyon and Silver Creek watersheds. Park City does not have large upstream water storage to draw from during peak water demand seasons, including snowmaking. As a result, Park City's water sources must produce enough water to meet peak day water demands without a major storage facility, as is common in other locations with seasonal changes in delivery obligations.

As Park City has grown, its local water sources were insufficient and new sources were proactively obtained. In 2012 for example, Park City finished the Lost Creek Canyon Importation system, which consisted of a diversion from Rockport Reservoir, a large pump station, over 15 miles of pipeline, and a membrane water treatment plant located in Quinn's Junction (Quinns WTP). This system was constructed in partnership with Weber Basin Water Conservancy District and Mountain Regional Water, and Park City's share of the cost was over \$50 million. Operational costs also increased significantly when Quinns WTP started treating water from Rockport Reservoir.

Mountainous Terrain and Seasonal Challenges

Park City serves water from 6,500 feet elevation to over 9,000 feet elevation. This requires pumping infrastructure and electricity to pump water up the mountain, and pressure-reducing infrastructure to safely bring the water down. This infrastructure, and the electricity, is a significant cost to the entire system and passed in water rates. Rate adjustments are needed when the costs of electricity increase, for example.

Park City also experiences all four seasons to the full extent, which creates unique maintenance and operational challenges, mainly due to the impact of extreme cold and

snowfall on our crew's ability to perform normal maintenance and repairs. In addition, construction costs are considerably higher in Park City due to our location, short construction season, and challenges associated with steep slopes and hillside construction. Replacing and constructing new infrastructure in Park City is simply more expensive than most locations, and those costs are passed on to ratepayers.

Reduced Revenue and Non-Revenue Water Deliveries

No net revenue is received from water provided to the approximately 128 connections for City owned properties. Exhibit C shows the municipal accounts with the highest water use, and the retail value of water provided to each one. Many cities and towns charge municipal connections, and many do not. There are pros and cons to either approach.

Although water was relatively inexpensive historically, it no longer is. For example, in 2023, the retail value of the water provided to support City-owned properties that provide community services was about \$1M. Additionally, the price for water delivered to the Park City Municipal Golf Course is only \$110 per acre foot, or \$0.34 per thousand gallons. This was set in place decades ago. In 2023, the retail value of the water that supports the municipal golf course was about \$1.1M; the Golf Fund paid about \$11,000.

In addition, there are important water delivery contracts that provide water for snowmaking to our ski resorts and a legacy contract to irrigate the Park Meadows Country Club. Legacy contracts are governed by separate water agreements and not subject to the retail water rates but have an impact on overall rates.

IFT to Other Funds

An annual Interfund Transfer (IFT) is made from the Water Fund to the General, Fleet, and Self-Insurance Funds to account for services provided to Public Utilities from other internal City departments. These are services that Public Utilities would otherwise provide on our own were it not for the internal City departments (Human Resources, Payroll, Information Technology, Legal, Accounting, Building Maintenance, insurance, fleet and more). The Budget Department determines the IFT using an enterprise fund formula (Water, Transportation, Parking, Storm Water, and Golf). The calculation is driven by the actual costs. Department's have their own formulas based on usage to determine the IFT: Building Maintenance uses square footage, Payroll uses FTEs, insurance determined by claims, etc. These calculations are reviewed by the City's auditor every year and like most things, the IFT increased significantly due to inflation (salaries, gas, and insurance premiums, etc.).

For FY24, the IFT and direct funding of other positions is \$1.64M. Eliminating the IFT does not eliminate the need for these services.

Historically Low Water Rates and High Debt Service

Park City raised water rates over the past decade to improve quality and reliability and respond to state and federal mandates. The historically low water rates were insufficient

to build cash balances to pay for large capital projects. Instead, water revenue bonds were strategically issued concurrently with water rate increases required to fund the debt service.

For example, in 2020 and 2021 a total of \$142M in revenue bonds were issued to pay for infrastructure related to treating mine tunnel water and with a favorable interest rate of less than 1.85%. The Water Fund is paying far less than it would otherwise as a result of taking advantage of extremely low interest rates.

Alternatives To Mitigate Water Rate Increases

A 10% rate increase would generate about \$2M of additional revenue per year, depending on the amount of water produced and delivered. However, based upon previous input, we believe the Council desires to explore alternatives, and below are some options available to explore if we are directed:

Additional Revenue Options

- Park City could consider charging City water connections retail rates, examples are shown in Exhibit C.
 - Currently, City water connections are not charged by the Water Fund.
 - Retail value of water delivered to City in 2023 was \$1,054,000.
 - Of the total 2023 amount, about \$250k was for school fields which will be phased for payment over the next three years, and about \$80k was for water facilities.
- Park City could consider charging the Municipal Golf Course retail rates.
 - For example, the Golf Fund pays the Water Fund \$0.34 per thousand gallons.
 - The total amount paid in 2023 was approx. \$11,000 versus the retail value of \$1,163,000 as shown in Exhibit C.

Defer Expenses

Deferring projects and expenses would defer water rate increases. Yet even with a 10% projected water rate increase, we have already deferred many projects due to the prioritization of replacing the water infrastructure in Main Street. Exhibit B shows new projects that have been deferred to at least 2028, and many need to be deferred longer. Additional ongoing projects (also shown in Exhibit B) that could be deferred are replacement of meters, mine tunnel maintenance, and fiber optic expansion. However, this approach would only result in a short-term delay in a needed water rate increase. Deferring projects may also lead to additional water breaks, property damage, and the associated costs.

Eliminate Expenses

Eliminating programs and services could be a way to achieve a longer-term cost reduction but would reduce resources available to customers. As noted above, providing water service is capital intensive, and most of the water service fee revenue is used to maintain, repair, and replace infrastructure. However, non-capital programs and

services such as cash for grass, WaterSmart Customer Portal, proactive water quality testing, and water quality-based source utilization (versus cost based), could be reduced or eliminated.

Exhibits

A – Water, Sewer, and Storm Water increases for other cities and water districts.

B – Water Capital Improvement Plan

C – Water usage and retail value of water delivered to city accounts

Exhibit A

Other Utilities Past and Anticipated Water, Sewer, and Storm Water Fees

| Annual Water Rate Changes | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 |
|-----------------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| CPI (average Mountain and West) | 2% | 6% | 8% | 4% | | | | | |
| Park City Water | 3% | 3% | 3% | 10% | 10% | 3-5% | 3-5% | 3-5% | 3-5% |
| Park City Storm Water | 3% | 3% | 3% | 3% | 3% | 3% | 3% | 3% | 3% |
| Mountain Regional | 3% | 0% | 0% | 11% | 8% | 8% | 8% | 7% | 8% |
| Summit Water | 5% | 5% | 5% | 10% | 31% | | | | |
| SBWRD | 3% | 3% | 3% | 4% | 4% | 4% | 4% | 4% | 4% |
| Salt Lake City Water | 5% | 0% | 8% | 15% | 18% | 20% | 20% | 20% | 20% |
| Salt Lake City Sewer | 18% | 18% | 18% | 15% | 15% | 15% | 15% | 15% | 15% |
| Salt Lake City Storm Water | 10% | 0% | 10% | 15% | 10% | 10% | 5% | 5% | 5% |
| Sandy City | 0% | 0% | 0% | 20% | 10% | 5% | 5% | 5% | 5% |
| Heber City Culinary Water | | 9% | 9% | 9% | 8% | 8% | 8% | 5% | 5% |
| Heber City Pressurized Irrigation | | 5% | 5% | 5% | 5% | 5% | 5% | 5% | 5% |
| Heber City Sewer | | 25% | 10% | 10% | 8% | 8% | 8% | 8% | 8% |
| Heber City Storm Water | | 25% | 25% | 25% | 25% | 5% | 5% | 5% | 5% |

Exhibit B Water Capital Improvement Plan

| Project | 2024 | 2025 | 2026 | 2027 | 2028 | 5-Year Total |
|--|----------------------|---------------------|---------------------|---------------------|---------------------|----------------------|
| Ongoing Projects, Contractual Commitments | | | | | | |
| 3Kings MIW Treatment | \$ 12,035,971 | \$ 260,000 | \$ 270,400 | \$ 281,216 | \$ 292,465 | \$ 13,140,052 |
| Rockport Water, Pipeline, and Storage | \$ 1,318,917 | \$ 1,310,437 | \$ 1,276,958 | \$ 1,275,201 | \$ 1,313,457 | \$ 6,494,971 |
| Mine Tunnel Maintenance | \$ 4,948,936 | \$ 304,599 | \$ 319,829 | \$ 332,622 | \$ 345,927 | \$ 6,251,913 |
| Quinn's Water Treatment Plant Asset Repl | \$ 1,182,011 | \$ 245,625 | \$ 252,994 | \$ 263,114 | \$ 273,638 | \$ 2,217,382 |
| Scada and Telemetry System Replacement | \$ 1,000,000 | \$ 206,000 | \$ 212,180 | \$ 218,545 | \$ 225,102 | \$ 1,861,827 |
| Fiber Optic Expansion Projects | \$ 200,000 | \$ 206,000 | \$ 212,180 | \$ 218,545 | \$ 225,102 | \$ 1,061,827 |
| Regionalization Fee | \$ 200,000 | \$ 200,000 | \$ 200,000 | \$ 200,000 | \$ 200,000 | \$ 1,000,000 |
| Landscaping Incentives (cash for grass) | \$ 200,000 | \$ 200,000 | \$ 200,000 | \$ 200,000 | \$ 200,000 | \$ 1,000,000 |
| JSSD Interconnection Improvements | \$ 180,000 | \$ 180,000 | \$ 180,000 | \$ 180,000 | \$ 180,000 | \$ 900,000 |
| Equipment Replacement | \$ 273,529 | \$ 135,200 | \$ 140,608 | \$ 146,232 | \$ 152,082 | \$ 847,651 |
| Meter Replacement | \$ 265,762 | \$ 50,000 | \$ 150,000 | \$ 156,000 | \$ 162,240 | \$ 784,002 |
| Ongoing Projects Subtotal | \$ 21,805,126 | \$ 3,297,861 | \$ 3,415,149 | \$ 3,471,476 | \$ 3,570,013 | \$ 35,559,625 |
| New Projects | | | | | | |
| New Woodside or Kings Crown Tank | | | | | \$ 10,000,000 | \$ 10,000,000 |
| Main Street WL replacement | \$ 3,000,000 | \$ 3,000,000 | \$ 3,000,000 | | | \$ 9,000,000 |
| Park Avenue WL Replacement | | | | | \$ 6,000,000 | \$ 6,000,000 |
| Estates Drive Ph. 2 & Four Lakes WL Replacement | | | | | \$ 3,640,000 | \$ 3,640,000 |
| 13th Street Pumpstation | | | | | \$ 3,000,000 | \$ 3,000,000 |
| Hwy 224 Regional Interconnect | | | | | \$ 2,500,000 | \$ 2,500,000 |
| Sampson Avenue, Upper Norfolk & Woodside Transmission Line Replacement | | | | | \$ 2,500,000 | \$ 2,500,000 |
| Payday Drive WL Replacement | | | | | \$ 1,800,000 | \$ 1,800,000 |
| Munchkin Extension & Woodbine WL | | | | | \$ 700,000 | \$ 700,000 |
| Royal Street West WL Replacement | | | | | \$ 1,050,000 | \$ 1,050,000 |
| Monitor/HOPA Affordable Housing WL Replacement | | \$ 500,000 | \$ 500,000 | | | \$ 1,000,000 |
| Swede to Deer Valley Drive WL Replacement | | | | | \$ 1,000,000 | \$ 1,000,000 |
| Quarry Mountain Pump Station Replacement | | | | | \$ 1,000,000 | \$ 1,000,000 |
| Pinnacle Drive WL Replacement | | \$ 800,000 | | | | \$ 800,000 |
| Deer Valley Base WL Replacement | | \$ 800,000 | | | | \$ 800,000 |
| Coalition to Stonebridge Installation & Pearl West WL Replacement | | | | | \$ 650,000 | \$ 650,000 |
| Residential area near PCGC | | | | | \$ 283,000 | \$ 283,000 |
| Silver Maple Claims Wetland Mitigation | | \$ 250,000 | | | | \$ 250,000 |
| Richards Ditch/Metering Upgrade | | \$ 200,000 | | | | \$ 200,000 |
| Last Chance PS Improvements (Surge Tank/Iso Valves/Jockey Pump) | | \$ 200,000 | | | | \$ 200,000 |
| Park City Peaks Hotel | | | | | \$ 192,000 | \$ 192,000 |
| Double Tree Hotel | | | | | \$ 173,000 | \$ 173,000 |
| Hidden Splendor Ct & Morning Star Dr | | | | | \$ 167,000 | \$ 167,000 |

Exhibit B Water Capital Improvement Plan

| Project | 2024 | 2025 | 2026 | 2027 | 2028 | 5-Year Total |
|--|---------------------|---------------------|---------------------|----------------|----------------------|----------------------|
| Eagle Way | | | | | \$ 167,000 | \$ 167,000 |
| Golden Way | | | | | \$ 167,000 | \$ 167,000 |
| Arc Flash Resolution - Boot Hill/Daly Canyon/Sandstone | \$ 150,000 | | | | | \$ 150,000 |
| Pacific Bridge Well Abandonment | | | | | \$ 150,000 | \$ 150,000 |
| Prospect Ave & Chambers Ave | | | | | \$ 146,000 | \$ 146,000 |
| Empire Ave | | | | | \$ 130,000 | \$ 130,000 |
| Summit Watch | | | | | \$ 125,000 | \$ 125,000 |
| Crescent Rd & Silver King Dr | | | | | \$ 117,000 | \$ 117,000 |
| Snow Park Lodge | | | | | \$ 113,000 | \$ 113,000 |
| Park City Heights Tank to Fairway Connection | | | | | \$ 100,000 | \$ 100,000 |
| Homestake Rd & Movie Theater | | | | | \$ 94,000 | \$ 94,000 |
| Oak Ct. PRV & WL Installation | | | | | \$ 80,000 | \$ 80,000 |
| Norfolk Ave | | | | | \$ 67,000 | \$ 67,000 |
| Prospector Ave & Poison Creek Ln | | | | | \$ 42,000 | \$ 42,000 |
| | | | | | | \$ - |
| New Projects Subtotal | \$ 3,150,000 | \$ 5,750,000 | \$ 3,500,000 | \$ - | \$ 36,153,000 | \$ 48,553,000 |
| Potential Future Regulatory Projects | | | | | | |
| PFAS/PFOA Treatment | | | | \$ 10,000,000 | | \$ 10,000,000 |
| Total Capital Project Cost | \$ 24,955,126 | \$ 9,047,861 | \$ 6,915,149 | \$ 13,471,476 | \$ 39,723,013 | \$ 94,112,625 |
| Max Approximate Available Funding for CIP | \$ 28,125,128 | \$ 3,674,185 | \$ 5,730,877 | \$ 7,594,517 | \$ 8,368,844 | \$ 53,493,550 |
| Running Deficit/Surplus | \$ 3,170,002 | \$ (2,203,674) | \$ (3,387,946) | \$ (9,264,906) | \$ (40,619,074) | \$ (40,619,074) |

Notes:

1 - Long term deficit is likely higher because inflation is not added to deferred projects.

2 - List does not include replacement of smaller items e.g. pumps, valves, fire hydrants, building structures and systems, etc. These items are in the operations budget.

3 - Additional Projects will likely need to be deferred depending on bids received for Main Street.

4 - Available budget includes 10% water rate increase for FY25.

Exhibit C - 2023 Water Usage for City Accounts

| Type | Customer/Service Location | Retail Value |
|-------|---------------------------------|---------------------------------|
| comm | MARC | \$157,689 |
| irrig | Quinns Fields North | \$105,134 |
| irrig | PCSD High School | \$97,559 Phasing in for payment |
| irrig | Quinns Fields South | \$73,551 |
| irrig | Cemetary | \$66,667 |
| irrig | PCSD North 40 Fields | \$65,672 Phasing in for payment |
| comm | Quinns Junction WTP | \$60,452 |
| irrig | City Park | \$59,892 |
| comm | Ice Arena | \$52,019 |
| irrig | PCSD Middle School | \$43,266 Phasing in for payment |
| irrig | Prospector Hwy 248 Buffer Strip | \$32,180 |
| const | Alder Construction | \$21,011 3Kings Construction |
| irrig | Library | \$18,968 |
| irrig | Library | \$18,560 |
| comm | Public Works | \$16,514 |
| comm | Public Works Building | \$15,222 |
| irrig | Prospector Park | \$14,440 |
| irrig | MARC | \$13,054 |
| | All Other City Accounts | \$70,000 |
| | Subtotal | \$1,001,851 |
| | Golf Course | \$1,100,000 (approximate) |
| | Total | \$2,101,851 |

City Council Staff Report



Subject: FY25 Law Enforcement Special Event Officer Fee
Author: Vaifoa Lealaitafea, Lieutenant
Department: Police Department
Date: February 1, 2024
Type of Item: Work Session

Summary Recommendation

Review, discuss, and consider a potential adjustment to the Special Event Officer Fee for the FY25 Fee Schedule to reflect actual costs and competition with other jurisdictions.

The Special Event Officer Fee has not been updated for over 5 years and does not reflect the current market rate necessary to incentivize and adequately compensate police officers from outside agencies to partner with the Park City Police Department (PCPD) to provide special event support services.

Due to the size and quantity of special events in Park City and our effort to mitigate impacts, provide adequate public safety, and protect residential neighborhoods, partnerships with outside agencies is a necessity, not a choice. As a result, we strongly recommend Council consider a considerable adjustment to the Special Event Officer Fee in order to maintain existing levels of service, public safety, and community mitigation.

Executive Summary

The PCPD has relied upon outside law enforcement agencies to provide additional police officers for special events within Park City, such as the Sundance Film Festival, Kimball Arts Festival, the FIS World Cup, and numerous others. The collaboration between PCPD and our Federal, State, and Local law enforcement partners has been vital to maintaining the safety of such events.

Since 2020, law enforcement agencies nationwide have experienced a downturn in the recruitment, hiring, and retention of sworn personnel. Several law enforcement agencies we have historically relied upon for event coverage were forced to discontinue our working relationship to resolve their own staffing shortages. The increase in fuel, equipment, and personnel costs has become a factor for these agencies in considering and ultimately electing to terminate their agreements with PCPD. Furthermore, many of these agencies have increased their compensation for this type of secondary employment, making it even more difficult for PCPD to attract outside officers to fill our event shifts.

To successfully and safely host events in Park City, PCPD requires outside law enforcement agencies to assist with traffic and crowd control, crime prevention and

deterrence, neighborhood mitigation, and emergency response. To remain competitive and fill the mandatory shifts necessary to ensure public safety is adequate, the PCPD must increase the compensation rate for Special Event Officers.

Analysis

Currently, \$75 per hour (\$165 per hour for holiday pay) is the Special Event Officer rate for events and traffic mitigation shifts. Of that amount, \$60 (\$120 per hour for holiday pay) is paid directly to the contract police officers, and the remainder of the fee is allocated as an administrative fee for vehicle, gas, and equipment costs. For example:

| Fee Type | Current Fee Amount | Hourly Pay To Employee | Administrative Fee |
|---|--------------------|------------------------|--------------------|
| 5.3 Contract Law Enforcement Services | | | |
| Police Officer (per employee, per hour - four hour minimum) | \$75 | \$60 | \$15 |
| Holiday (per employee, per hour - four hour minimum) | \$165 | \$120 | \$45 |
| 10.7 Public Safety | | | |
| Police Officer (per employee, per hour - four hour minimum) | \$75 | \$60 | \$15 |
| Holiday (per employee, per hour - four hour minimum) | \$165 | \$120 | \$45 |

In preparation of FY25, the PCPD proposes a rate adjustment to \$100 per hour (\$200 per hour for holiday pay) to offset inflationary increases and help fill shifts. This recommendation also factors in the increase in competition from the private sector, which frequently offers higher pay and shorter travel distances.

For example, some regional law enforcement agencies compensate police officers already over \$100 per hour for special events and security details.

| Fee Type | Proposed Fee Increase | Hourly Pay To Employee | Administrative Fee |
|---|-----------------------|------------------------|--------------------|
| 5.3 Contract Law Enforcement Services | | | |
| Police Officer (per employee, per hour - four hour minimum) | \$100 | \$75 | \$25 |
| Holiday (per employee, per hour - four hour minimum) | \$200 | \$150 | \$50 |
| 10.7 Public Safety | | | |
| Police Officer (per employee, per hour - four hour minimum) | \$100 | \$75 | \$25 |
| Holiday (per employee, per hour - four hour minimum) | \$200 | \$150 | \$50 |

Within the past year, the PCPD met with more than 20 regional law enforcement agencies to proactively recruit for special events. These meetings also factored into our recommendation to increase our fee.

There are potential impacts on the Special Event Fee Reduction (SEFR) Policy and Special Event Applicants.

Per section 4A-2-11 of the Municipal Code, the City will allocate up to \$200,000 annually to reduce City Service Fees required for Special Events. City and Contracted events are not part of the \$200,000 allocation but are considered separately.

Park City had 65 permitted Special Events in 2023. Of those, 23 required Police Staffing Exhibit A shows the estimated change in fee structure for FY25 events.

Discussion

Does the City Council support a Police Fee increase?

Does the City Council want to budget this cost within departmental budgets? Or Does the City Council want to pass this fee onto Applicants?

If the City Council does not support adjusting the SEFR threshold and increasing departmental budgets, Special Event Applicants need time to budget for proposed increases. Organizations have different budget cycles, and we want to ensure applicants who pay their fees have time to budget appropriately for the increase. We recommend one year to get Applicants who pay their fees to budget accordingly.

In summary, the PCPD's current rates and fee schedule are outdated, making it challenging to attract the necessary personnel to safely conduct our numerous events within the City.

Exhibits

- A 2023 Special Event Police Fee Analysis
- B 2023 Internal vs. External Staffing

| Event | Event Applicant | Current Hours | Total PD Fees CHARGED* | Total PD Fees WAIVED | Total PD Fees PAID | Total Fees with Proposed Increase** | Variance: Current Fee vs Proposed Fee |
|--|---------------------------------------|---------------|------------------------|----------------------|--------------------|-------------------------------------|---------------------------------------|
| Events with Fee Reduction | | | | | | | |
| Sundance Film Festival | Sundance Institute | 3,142 | \$235,594 | \$235,594 | \$0 | \$314,200 | \$78,606 |
| Running with Ed | Park City Education Foundation | 8 | \$600 | \$600 | \$0 | \$800 | \$200 |
| Memorial 5K | Park City School District | 16 | \$1,200 | \$1,200 | \$0 | \$1,600 | \$400 |
| Park Silly Sunday Market | Park Silly Sunday Market | 552 | \$41,400 | \$41,400 | \$0 | \$55,200 | \$13,800 |
| Fourth of July | PCMC | 89 | \$14,625 | \$14,625 | \$0 | \$17,800 | \$3,175 |
| Kimball Arts Festival | Kimball Art Center | 376 | \$28,200 | \$28,200 | \$0 | \$37,600 | \$9,400 |
| Summit Challenge | National Ability Center | 20 | \$1,500 | \$900 | \$600 | \$2,000 | \$500 |
| Miner's Day | PCMC | 57 | \$9,375 | \$9,375 | \$0 | \$11,400 | \$2,025 |
| St. Mary's Procession | St. Mary's Church | 20 | \$1,500 | \$1,500 | \$0 | \$2,000 | \$500 |
| Shot Ski | Sunrise Rotary | 28 | \$2,100 | \$1,029 | \$1,071 | \$2,800 | \$700 |
| Halloween | Historic Park City Alliance | 103 | \$7,725 | \$7,725 | \$0 | \$10,300 | \$2,575 |
| Menorah Parade | Chabad Lubovitch | 30 | \$2,250 | \$2,250 | \$0 | \$3,000 | \$750 |
| Total Fee Reduction | | 4440 | \$346,069 | \$344,398 | \$1,671 | \$458,700 | \$112,631 |
| Events with No Fee Reduction | | | | | | | |
| DV World Cup | Deer Valley Resort | 170 | \$12,750 | \$0 | \$12,750 | \$17,000 | \$4,250 |
| Savor the Summit | Park City Area Restaurant Association | 66 | \$4,950 | \$0 | \$4,950 | \$6,600 | \$1,650 |
| DVMF | Deer Valley Resort | 225 | \$16,875 | \$0 | \$16,875 | \$22,500 | \$5,625 |
| Deer Valley Concert Series | Deer Valley Resort | 142 | \$10,650 | \$0 | \$10,650 | \$14,200 | \$3,550 |
| Tour des Suds | Mountain Trails Foundation | 15 | \$1,125 | \$0 | \$1,125 | \$1,500 | \$375 |
| Wheel of Fortune Film Shoot | Quadra Productions | 10 | \$750 | \$0 | \$750 | \$1,000 | \$250 |
| Live PC Give PC 2nd Line Parade | Mountain Town Music | 10 | \$750 | \$0 | \$750 | \$1,000 | \$250 |
| Park City Mountain Peak Day Traffic Mitigation | Park City Mountain | 2,246 | \$179,000 | \$0 | \$179,000 | \$224,600 | \$45,600 |
| Total Non-fee Reduction | | 2884 | \$226,850 | \$0 | \$226,850 | \$288,400 | \$61,550 |

*Calculation based upon FY24 rate of \$75/hr for contracted special event officers

**Calculation based upon proposed rate of \$100/hr for contracted special event officers

| SHIFTS | Totals | Percentages |
|---------------------------------|---------------|--------------------|
| PCPD Full Time Officers | 456 | 40.14% |
| PCPD Reserves | 279 | 24.56% |
| Special Event (non-PCPD) | 401 | 35.30% |
| Event Shifts | 1136 | 100.00% |



| HOURS | Totals | Percentages |
|---------------------------------|---------------|--------------------|
| PCPD Full Time Officers | 2984 | 40.79% |
| PCPD Reserves | 1687 | 23.06% |
| Special Event (non-PCPD) | 1687 | 36.15% |
| Hours | 7316 | 100.00% |





City Council Staff Report

Subject: Appeal Panel Appointments
Author: Michelle Downard
Department: Executive Department
Date: February 1, 2024
Type of Item: Appointments

Summary Recommendation

Consider three appointments to the Appeal Panel effective immediately upon swearing in for three-year or staggered terms.

Background

Park City's Appeal Panel is appointed by the City Council to hear appeals of Planning Commission decisions and is established by Land Management Code [Section 15-1-18\(C\)](#). Standard terms are three years on the three-member panel.

Qualifications for Appeal Panel members include Park City or Area residency, five years or more of experience in an adjudicative position, and/or a legal or planning degree.

Appeal Panel members are required to:

- Conduct quasi-judicial administrative hearings in an orderly, impartial, and highly professional manner,
- Follow complex oral and written arguments and identify key issues of local concern,
- Master non-legal concepts required to analyze specific situations, and
- Absent any conflict of interest, render findings and determinations on cases heard, based on neutral consideration of the issues, sound legal reasoning, and good judgment.

Analysis

On [July 13, 2023](#) (p.805), the City Council amended the Land Management Code to establish the Appeal Panel to hear appeals of Planning Commission decisions. The City Council now seeks to appoint the three seats. The vacancies were advertised for five weeks through the Park City Website, Park City Newsletter, KPCW, and social media.

Applications were submitted by Adam Strachan, Elyse Kats, Esteban Nunez, Matthew Day, and Michael Collins. On [January 4, 2024](#) (p.4), the City Council interviewed Adam Strachan, Esteban Nunez, Matthew Day, and Michael Collins. The City Council interviewed Elyse Kats on [January 11, 2024](#) (p.3).

The Council may consider appointments to the Appeal Panel which include standard three-year or staggered terms to allow for future continuity.

City Council Staff Communications Report

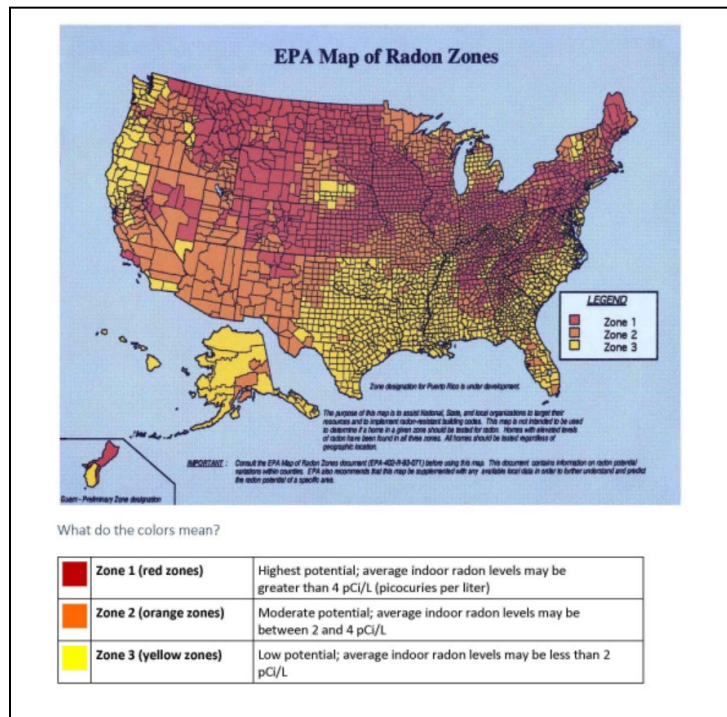


Subject: Update on Radon Gas Detection and Mitigation Program
Author: The PCMC Radon Task Force – Ryan Blair, Rhoda Stauffer, Cate Brabson, Jen McGrath, Michelle Downard
Department: Multiple
Date: February 1, 2024

Summary

Radon is commonly known as one of the world's slow and silent killers. You can't smell radon, taste radon, or see radon, but radon is the #1 cause of lung cancer death for non-smokers.

Radon is also the leading cause of lung cancer in the US, second only to smoking.¹ While other western states have documented much higher levels of radon gas in homes, Utah's levels are concerning as well and often relatively high. The American Lung Association states that more than 40% of Utah homes have dangerous radon levels.² In the latest 10-year data from the CDC (2008-2017), Utah shows that 41% of homes without mitigation saw radon levels higher than the EPA's safety cutoff.³



Over the years, when requested, the Housing Team provided short-term radon tests to affordable homeowners and employees living in employee housing. In each case, the radon levels were at or below 1.4 pCi/L,⁴ which is below the EPA safety cutoff.

In response to recent public comment, Park City Municipal Corporation (PCMC) formed a Radon Task Force to review the issue and provide recommendations regarding any City programs we might take proactively to increase awareness and access to testing

¹ Health Risks of Radon, [US Environmental Protection Agency](#).

² Utah State data, [American Lung Association](#).

³ Utah's homes have dangerous levels of Radon, [AXIOS Salt Lake City](#).

⁴ pCi/L stands for picocuries per liter and picocuries are one-trillionth (1/1,000,000,000,000) of a Curie.

kits. The Task Force includes Environmental Regulatory, Housing, Executive, Legal, and Resident Advocate team representatives.

Progress To Date:

PCMC owns both residential and commercial properties, which are not regularly tested. The Task Force recommends that PCMC complete an initial round of testing on all residential and commercial city-owned properties. Short-term testing costs \$10/test (a total cost of \$460 for all city-owned residential, and is available for purchase from the Department of Environmental Quality (DEQ) and the Summit County Health Department.

The Task Force also recommends that we be prepared to immediately move forward with remediation in the event levels of concern are detected. The EPA safety cutoff level is 4 pCi/L, but “*EPA also recommends that Americans consider fixing their home for radon levels between 2 pCi/L and 4 pCi/L*”⁵, and as such, the Task Force recommends remediation for anything at or above 2 pCi/L.

If all tested properties require radon remediation, the cost for residential properties is not anticipated to exceed \$57,000. The City owns 46 separate units of residential property and the cost estimate quoted here assumes that all units will test above the EPA recommended limit. Based on Summit County Radon levels and recent testing, it is unlikely that every unit will need remediation. Please note that in cases where the City owns stacked units, such as the Transit studios at 2015 Prospector, remediation conducted in the first-floor unit, will also take care of the remediation needs in the units on the floors directly above that unit.

The Task Force has been directed by the PCMC Executive Team to begin the immediate testing and remediation on city-owned residential and commercial units.

Beyond City-Owned Properties

Municipal Code: The Task Force is recommending that City Municipal Code be reviewed to determine ways to reduce regulations for the installation of radon mitigation systems. PCMC could also consider instituting a standard condition of approval on AMPDs and residential construction requiring that the basic system needed for radon remediation be installed so that when needed, a fan to complete the system can be installed at minimal cost.

Community Education Campaign: the Task Force also recommends that we proactively support and collaborate with the Summit County Health Department and local efforts, and by establishing a community-wide education campaign.

⁵ What is EPA's Action Level for Radon and What Does It mean?, [Environmental Protection Agency](#).



PARK CITY COUNCIL MEETING MINUTES – DRAFT

**445 MARSAC AVENUE
PARK CITY, UTAH 84060**

January 4, 2024

The Council of Park City, Summit County, Utah, met in open meeting on January 4, 2024, at 3:15 p.m. in the City Council Chambers.

Council Member Dickey moved to close the meeting to discuss property, litigation, and advice of counsel at 3:15 p.m. Council Member Parigian seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Parigian, and Toly

EXCUSED: Council Members Ciraco and Rubell

CLOSED SESSION

Council Members Ciraco and Rubell arrived shortly after the meeting began.

Council Member Ciraco moved to adjourn from Closed Meeting at 3:45 p.m. Council Member Toly seconded the motion.

RESULT: APPROVED

AYES: Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

WORK SESSION

Appeal Panel Interviews:

The following applicants were interviewed for three open seats on the Appeal Panel: Adam Strachan, Esteban Nunez, Matthew Day, and Michael Collins. Elyse Kats was unable to interview. It was indicated the Council would decide on panelists soon.

Council Member Rubell moved to close the meeting to discuss personnel at 4:55 p.m. Council Member Dickey seconded the motion.

RESULT: APPROVED

AYES: Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

CLOSED SESSION

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

RESULT: APPROVED

AYES: Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

REGULAR MEETING

I. ROLL CALL

| Attendee Name | Status |
|--|----------------|
| Mayor Nann Worel Council Member Bill Ciraco Council Member Ryan Dickey Council Member Ed Parigian Council Member Jeremy Rubell Council Member Tana Toly (via Zoom) Matt Dias, City Manager Margaret Plane, City Attorney Michelle Kellogg, City Recorder | Present |
| None | Excused |

II. APPOINTMENTS

1. Appointment of a Mayor Pro Tem and Alternate for Calendar Year 2024:

Mayor Worel indicated it was tradition to appoint a Pro Tem based on seniority and in the case of two Council Members who were elected at the same time, the Pro Tem would be the one who received the highest number of votes. In subsequent years, the Pro Tem would rotate through the other Council members. She indicated Council Member Toly would be the Pro Tem for 2024 and Council Member Rubell would be the alternate Pro Tem.

Council Member Parigian moved to appoint Council Member Toly as Mayor Pro Tem and Council Member Rubell as the alternate Mayor Pro Tem for calendar year 2024. Council Member Dickey seconded the motion.

RESULT: APPROVED

AYES: Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

III. PRESENTATIONS

1. Presentation of the 2023 Historic Preservation Awards to King Con Ore Bin, Daly West Headframe, and 180 Daly Avenue:

Caitlyn Tubbs, Historic Preservation Planner, and Bridgette Meinhold, artist, were present for this item. Tubbs explained the grand prize winner traditionally had an art piece created in its honor. This year, King Con Ore Bin was the grand prize winner and other winners included the Daly West Headframe and 180 Daly Avenue. Awards were based on excellence in restoration.

Meinhold explained her art piece was more than a painting because she gathered flowers and other natural materials from the site, and then made her own ink to create the piece.

Donald Roll, Friends of Ski Mountain Mining History, thanked the Historic Preservation Board for the award and for the grant that went towards the restoration. Hannah Tyler reviewed the history of the Daly West Headframe, and indicated it fell over in 2015 and she was glad for the partnerships that facilitated the restoration.

IV. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments:

Council Member Rubell welcomed the new Council members. He stated the Council members had been getting feedback on issues outside the City's jurisdiction. Margaret Plane, City Attorney, indicated counties had jurisdiction over felonies. Municipalities only had jurisdiction over misdemeanors. Council Member Rubell felt they needed to reach out to activist groups to explain their role. Mayor Worel indicated she talked with Summit County Attorney Margaret Olson and the County had received the emails as well. Matt Dias, City Manager, stated a draft response could be written for Council members to use. Council Member Rubell updated the Council on the Park City Fire District Administrative Board (PCFD) meeting. They recruited new personnel, they no longer provided fire service to other areas, and the new fire station was now completed and there would be an open house. He noted lower fire protection impact fees were enacted for new residential and commercial builds.

V. 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.

Aldy Milliken, Kimball Art Center Executive Director, reviewed a Letter of Intent (LOI) was signed by the Kimball Art Center (KAC) and the City Council in 2017. KAC already paid considerable funds towards the arts district project. Peer cities to Park City had already constructed art districts. KAC was a stable entity and served the community in many capacities. The planning studies of Bonanza Park showed support for an art district. He asserted they had outgrown their temporary space and needed to begin their permanent home.

1 Tom Gadek stated the trolley went to the top of Main Street. Recently the top of Main
2 Street had been narrowed and a turnaround was created. He thought this was a good
3 design. He also appreciated reducing the speed limit on Main Street to 15 mph. He
4 stated he took the trolley and wanted to be dropped off at the turnaround and was told
5 they could not stop at the turnaround. He felt this was a good resource for the
6 community and he wanted to see it continue.

7
8 Joel Zarrow thanked the Council for their service. He worried about the snow, climate
9 change and the economy. He felt the City needed to expand beyond winter sports and
10 fill the needs of the community. He supported providing a world class arts and culture
11 space.

12
13 Keren Mazanec eComment: "I have lived in Park City from 2001-2008 and then again
14 from 2015 to present. My husband, daughter and I are full time residents in Park
15 Meadows in Park City. I am a physical therapist and have commuted to Salt Lake City
16 for many years for my job. Over the years I have witnessed the road kill along SR224
17 and I-80. In 2003 I had a patient who was involved in a life altering accident from hitting
18 a moose on I-80 on his way to Salt Lake City from Park City. He went from being a
19 college football player to learning to be independent as a quadriplegic. I appreciate all
20 that the Save People Save Wildlife organization has done to try to prevent more
21 accidents on our roads. Once the fences went up along I-80 there was a huge decrease
22 in the amount of dead animals along the road. I agree that the fencing needs to be
23 continued along SR224 into town. But there also has to be a way for these animals to
24 migrate across SR224. I believe a wildlife overpass or underpass would be the best
25 solution. We cannot turn a blind eye to what is going on. As we grow we have to
26 consider our environment and the animals that we share it with. We saved Bonanza
27 Flats. We paid to prevent Treasure from building. Surely considering all that was spent
28 on those 2 projects alone I would think we could come up with a viable solution to this
29 issue that is extremely important to our town and our county. Please make this a
30 priority. I will leave you with an article from the Texas Monthly about how Texas has
31 seen human and animal lives saved with such
32 bridges. [https://www.texasmonthly.com/travel/texas-wildlife-crossings-saving-lives-and-](https://www.texasmonthly.com/travel/texas-wildlife-crossings-saving-lives-and-money/#)
33 [money/#](https://www.texasmonthly.com/travel/texas-wildlife-crossings-saving-lives-and-money/#)

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

36 37 VI. CONSIDERATION OF MINUTES

38 39 **1. Consideration to Approve the City Council Meeting Minutes from November 30,** 40 **2023, and December 5 and 14, 2023:**

41
42 Council Member Rubell moved to continue the December 14, 2023 City Council
43 meeting minutes to January 11, 2024. Council Member Dickey seconded the motion.

RESULT: CONTINUED TO JANUARY 11, 2024

AYES: Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

Council Member Rubell moved to approve the City Council meeting minutes from November 30, 2023 and December 5, 2023. Council Member Dickey seconded the motion.

Margaret Plane clarified the new Council members could vote on the minutes as long as they reviewed the meeting and the minutes.

RESULT: APPROVED

AYES: Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

VII. CONSENT AGENDA

1. Request to Approve Special Event Temporary Alcoholic Beverage Licenses during the 2024 Sundance Film Festival:

2. Request to Approve Type 2 Convention Sales Licenses for Operation during the 2024 Sundance Film Festival:

Council Member Dickey moved to approve the Consent Agenda. Council Member Toly seconded the motion.

RESULT: APPROVED

AYES: Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

VIII. NEW BUSINESS

1. Consideration to Approve Ordinance 2024-01, an Ordinance Approving the 2024 Regular Meeting Schedule for City Council:

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

Council Member Dickey moved to approve Ordinance 2024-01, an ordinance approving the 2024 regular meeting schedule for City Council. Council Member Ciraco seconded the motion.

RESULT: APPROVED

AYES: Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

2. Public Hearing Regarding Potential Applications for Community Development Block Grant (CDBG) Small Cities Program Funding, a Federal Program, for the 2024 Funding Cycle:

Rhoda Stauffer, Affordable Housing Specialist, presented this item and stated a public hearing was required by law as part of the grant program. She reviewed federal grants given under this program were solely for projects that benefited low- and moderate-income families. She noted the City could not discuss specific projects at this public hearing, but if the City applied for a grant, a second public hearing would be held and potential projects could be discussed.

Mayor Worel opened the public hearing.

Megan McKenna, Housing Advocate for Mountainlands Community Housing Trust, supported the CDBG program and felt it was good for the City to apply for a grant for affordable housing.

Craig Weakley, 84060, Senior Citizen Board Member, stated they were working on the Woodside Park Phase II project. They believed this grant was a great opportunity and the Woodside Park housing and senior center project would be a good candidate for this funding. He also thought having the City apply for the grant would maximize the award.

Mayor Worel closed the public hearing.

(Separate CDBG Public Hearing minutes used for the grant application are attached to this document.)

3. Discuss Main Street Area Plan Advisory Committee:

Erik Daenitz, Economic Development Manager, presented this item and displayed analytics for Main Street during the holidays. He noted the volume of visitors had decreased and stated this did not necessarily correlate with sales tax. From the data, he deduced Main Street had a strong holiday season.

Daenitz discussed the future of Main Street. He reviewed the 1998 Downtown Action Plan and indicated there was direct involvement with businesses and City staff in the plan's creation. He offered three work method options for moving forward: staff advice with no public input, an advisory committee which represents the community, or a consultant-based process. Key topics to be addressed would include utility infrastructure, Land Management Code (LMC) and regulation, economic enhancement, and transportation. He also noted he hoped to include Park Avenue as part of the project. He would focus on Main Street and the surrounding residential areas. He didn't anticipate significant changes or rezoning recommendations to the residential areas, but it would provide them the scope to look at opportunities for traffic flow enhancements if that made sense after conducting the analysis.

1 Council Member Toly asked for two community resident members to be on the advisory
2 committee: one living on Main Street and one who visited Main Street frequently.
3 Council Member Rubell asked if Daenitz wanted to include non-traditional connectivity
4 to Deer Valley. Daenitz stated the boundaries of the study would include the Townlift
5 Plaza. Council Member Rubell asked if the Marsac roundabout was included for
6 accessing Lower Main Street or for accessing Deer Valley. Daenitz stated that was a
7 state road so not much could be done there without partnering with UDOT. It was close
8 to the Flagpole lot and if that lot could be reconfigured in a way that made more sense,
9 he would want to include it in the study. Council Member Rubell asked to include non-
10 vehicle traffic in the report as well. He asked about the infrastructure issues in the Main
11 Street area and the timing for resolving those issues in conjunction with other Main
12 Street work. Daenitz stated the infrastructure need was urgent, but that didn't mean it
13 would lead to other capital investment projects that didn't have anything to do with
14 water. Doing both at the same time would not generate significant savings.

15
16 Council Member Dickey asked what staff time would be required if an advisory
17 committee was not used. Daenitz stated staff contributed significant time whether they
18 guided a committee or not. It would be more work if a committee was not formed, but
19 not that much more time. Dias stated he would support Daenitz and his team with
20 resources for a consultant, additional staff, etc.

21
22 Council Member Parigian favored the advisory committee option, and asked why
23 visitation was lower this season. Daenitz stated this was normalizing after COVID as
24 well as an economic normalization. Council Member Parigian asked what the goal was
25 for the Main Street project. Daenitz indicated Main Street stakeholders had an interest
26 in revitalizing the Main Street core district. Also, Council gave direction during budget
27 cycles to reserve money for Main Street projects and/or studies. Dias reviewed several
28 years ago, the City was asked by the Historic Park City Alliance to perform a visioning
29 study for the area. After COVID, there were several Council discussions regarding a
30 Main Street study. Council Member Parigian thought there would be a log jam and
31 indicated infrastructure could not be figured out until the traffic problem was solved. He
32 gave an example of having wider sidewalks if Main Street became a one-way corridor. If
33 things were moved around, there was more opportunity for change in infrastructure.
34 Daenitz stated those were questions the group would investigate. He noted the
35 transportation team had a master plan and from votes taken in December, he saw
36 strong Council support for transportation capital investments.

37
38 Council Member Toly indicated this was three-pronged: City infrastructure, City-owned
39 property at the top of Main Street, and the future of Main Street, with Olympics coming.
40 Also, other areas were being developed that would compete with Main Street and that
41 needed to be addressed. Council Member Parigian asked how the data was
42 determined. Daenitz reviewed the software he had tracked cell phones in a pre-
43 determined area.

1 Council Member Ciraco asked if the new establishment on Main Street contributed to
2 the visitation spike the last week of December. Daenitz stated that could have helped.
3 There was also inversion in Salt Lake City and people came to Park City for clean air.
4 Council Member Ciraco noted the Mayflower development and asked if that was part of
5 the reason for this study. Daenitz indicated the interest for a study was there prior to the
6 Mayflower development, but it was also a factor. Main Street was a historic district and
7 couldn't be duplicated, but improvements could be made. Council Member Ciraco
8 thought it would be important to consider the residents who lived in close proximity to
9 the commercial zones. He wanted those residents to have a voice. He stated the City
10 was 10 years away from a 2034 Olympics so he felt the process should be streamlined.

11
12 The Council members wanted to proceed with the study. Council Member Toly asked if
13 a Council member should vote as part of the committee. Daenitz stated he would prefer
14 for the Council to advise and observe, but not vote. Council Member Toly preferred the
15 advisory committee model. Council Member Rubell wanted all three options to play a
16 part. He thought the infrastructure project was needed and it should be coordinated with
17 the Main Street project. He indicated people on advisory committees had different
18 backgrounds and staff could glean from their perspectives. He suggested the committee
19 start in Phase II, comparing the phase to Bonanza Park Phase II study. He wanted a
20 professional design for a plan that addressed the key targets as the guidepost. Then the
21 committee would be asked to shape the key targets to move the study forward.

22
23 Council Member Dickey asked if the consultants would be used more upfront to shape a
24 plan, to which Council Member Rubell affirmed. Council Member Dickey asked what the
25 fastest model was. Daenitz stated leading with a plan and then refining it would be
26 faster because they would cut out the discovery phase. Council Member Dickey liked
27 Council Member Rubell's concept and he favored having a small committee. Council
28 Member Parigian favored having the locals meet first before bringing in the consultants.
29 He thought traffic was the underlying issue and felt decisions couldn't be made until that
30 was resolved. Council Member Ciraco favored the model Council Member Rubell
31 proposed and requested consultants work with staff and then bring the ideas to the
32 advisory group. Council Member Toly stated if Council Member Rubell's proposal was
33 approved, she requested having HPCA part of the plan from the beginning. Council
34 Member Dickey stated an advisory committee should be set up from the beginning.

35
36 Mayor Worel summarized three Council members favored Council Member Rubell's
37 hybrid approach. Daenitz stated staff would guide certain scenarios for the consultants
38 to help them and then deeper discussions would occur with the advisory committee.
39 This format would be used to move forward quickly.

40
41 The Council members agreed the Council liaison would not vote with the committee.
42 There was discussion on the boundary for analysis. Council Member Dickey liked the
43 proposed boundary. He stated Park Avenue was talked about but it still hadn't been
44 transformed. He asked how impactful it was to Main Street. Daenitz stated it was not
45 impactful unless it would be considered as an entry corridor. Council Member Dickey

1 didn't think Park Avenue was necessary for the study. Daenitz recommended deleting
2 Park Avenue from Heber going north and keeping the rest of the boundaries. Council
3 Member Rubell favored that, and requested pushing nonvehicle type connections to the
4 resorts and other parts of town. Council Member Ciraco supported the newly suggested
5 boundary, and hoped they could think about a way to make the nearby residential areas
6 aware of the process. Also, the Townlift might get replaced at some point, so he wanted
7 to look at better connections to the mountain. Council Member Parigian stated Upper
8 Park Avenue residents should be included in the process since they would be affected.
9 Daenitz stated the question was on boundaries, but he would be aware of impacts to
10 surrounding areas and the need for communication with them.

11
12 **IX. ADJOURNMENT**

13
14 **X. PARK CITY REDEVELOPMENT AGENCY MEETING**

15
16 **I. ROLL CALL**
17

| Attendee Name | Status |
|---|---------|
| Mayor Nann Worel Board Member Bill Ciraco Board Member Ryan Dickey Board Member Ed Parigian Board Member Jeremy Rubell Board Member Tana Toly Matt Dias, Executive Director Margaret Plane, City Attorney Michelle Kellogg, Secretary | Present |
| None | Excused |

18
19 **II. PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON**
20 **THE AGENDA)**

21
22 Chair Worel opened the meeting for any who wished to speak or submit comments on
23 items not on the agenda. No comments were given. Chair Worel closed the public input
24 portion of the meeting.

25
26 **III. NEW BUSINESS**
27

28 **1. Consideration to Approve Resolution RDA 01-2024, a Resolution Establishing a**
29 **Regular Meeting Date, Time, and Location for 2024 Meetings and Appointing**
30 **Officers of the Board of Directors of the Redevelopment Agency of Park City,**
31 **Utah:**
32

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

Board Member Dickey moved to approve Resolution RDA 01-2024, a resolution establishing a regular meeting date, time, and location for 2024 meetings and appointing officers of the board of directors of the Redevelopment Agency of Park City, Utah. Board Member Rubell seconded the motion.

RESULT: APPROVED

AYES: Board Members Ciraco, Dickey, Parigian, Rubell, and Toly

IV. ADJOURNMENT

XI. PARK CITY HOUSING AUTHORITY MEETING

I. ROLL CALL

| Attendee Name | Status |
|---|----------------|
| Mayor Nann Worel Board Member Bill Ciraco Board Member Ryan Dickey Board Member Ed Parigian Board Member Jeremy Rubell Board Member Tana Toly Matt Dias, Executive Director Margaret Plane, City Attorney Michelle Kellogg, Secretary | Present |
| None | Excused |

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

Chair Worel opened the meeting for any who wished to speak or submit comments on items not on the agenda. No comments were given. Chair Worel closed the public input portion of the meeting.

III. NEW BUSINESS

1. Consideration to Approve Resolution HA 01-2024, a Resolution Establishing a Regular Meeting Date, Time, and Location for 2024 Meetings and Appointing Officers of the Board of Directors of the Housing Authority of Park City, Utah:

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

Board Member Parigian moved to approve Resolution HA 01-2024, a resolution establishing a regular meeting date, time, and location for 2024 meetings and appointing officers of the board of directors of the Housing Authority of Park City, Utah. Board Member Ciraco seconded the motion.

RESULT: APPROVED

AYES: Board Members Ciraco, Dickey, Parigian, Rubell, and Toly

IV. ADJOURNMENT

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder

FIRST CDBG PUBLIC HEARING MINUTES
PARK CITY MUNICIPAL CORPORATION FIRST CDBG PUBLIC HEARING
HEARING HELD IN THE COUNCIL CHAMBERS AT
445 MARSAC AVENUE, ON JANUARY 4, 2024, AT 6:05PM

The Park City Municipal Corporation first CDBG public hearing was held on Thursday, January 4, 2024, in the Council Chambers at City Hall located at 445 Marsac Avenue, Park City, UT 84060. The public hearing commenced at 6:05pm.

Present: Mayor Nann Worel
Councilor Tana Toly
Councilor Bill Ciraco
Councilor Ed Parigian
Councilor Ryan Dickey
Councilor Jeremy Rubell

City staff in attendance: Jason Glidden, Jennifer McGrath, Sarah Pearce, Matt Dias, Rhoda Stauffer, Erik Daenitz, Chief Wade Carpenter

Public in attendance: Megan McKenna, Craig Weakley, and seven additional unidentified members of the public.

City Recorder: Michelle Kellogg
City Clerk: Marissa Marleau
City Attorney: Margaret Plane

Mayor Nann Worel opened the CDBG public hearing and requested that staff review the purpose of the hearing and provide some background on the CDBG program. Staff stated that the purpose of the public hearing is to provide citizens with information about the Community Development Block Program (CDBG) and to allow for discussion of possible applications for the 2024 funding cycle. It was explained that grant money must be spent on projects benefiting primarily low- and moderate-income people. The Mountainland Association of Governments (MAG), in which Park City Municipal Corporation (PCMC) is a member, is expecting to receive just short of \$600,000 for the Wasatch and Summit Counties Small Cities Program for the 2024 program year. All eligible activities that can be accomplished under this program are identified in the CDBG Application Policies and Procedures Manual and interested persons can review it at any time. Staff reviewed examples of eligible activities including construction projects such as replacement of water or sewer lines, street reconstruction, construction of homeless facilities, community centers, parking facilities, day care centers, sidewalks, fire stations and equipment, senior centers, to name a few. Eligible affordable housing projects include rehabilitation of existing units, lead paint abatement, and modernization of public housing units. CDBG funding can be used for economic development purposes as well for infrastructure development, land/property acquisition, and micro-enterprise assistance. Regional and community planning are also eligible activities. In past rounds, typical

1 projects that received funding in Summit and Wasatch Counties were infrastructure projects such
2 as installation and/or replacement of water and sewer lines.

3
4 Staff reviewed that PCMC last applied for the program in 2006. In addition, the last CDBG grant
5 received was \$25,000 in 2004 to complete an affordable housing study.

6
7 Mayor Worel opened the public hearing.

8
9 Ms. Megan McKenna complimented the Mayor and Council on considering an application to the
10 CDBG program and recommended that a grant be used for affordable housing.

11
12 Mr. Craig Weakley asked that a future grant be used to support a new Senior Center.

13
14 Mayor Worel asked if there were any other citizens either in person or on-line that wanted to
15 speak. There were none.

16
17 Mayor Worel thanked the participants and closed the CDBG public hearing at 6:16pm
18



PARK CITY COUNCIL MEETING MINUTES – DRAFT
445 MARSAC AVENUE
PARK CITY, UTAH 84060

January 11, 2024

WORK SESSION

The Council of Park City, Summit County, Utah, met in open meeting on January 11, 2024, at 4:45 p.m. in the City Council Chambers.

Appeal Panel Interview:

It was indicated Mayor Worel was excused from the interview. The Council interviewed Elyse Katz for the position. It was indicated the Council would decide on panelists soon.

Discuss the 2024 Legislative Policy Platform:

Matt Dias, City Manager, and Michelle Downard, Resident Advocate, presented this item. Dias reviewed that the City spent considerable time at the state and federal levels of government. The City had multiple lobbyists acting on the City's behalf, as well as City staff who worked with their trade associations that also deployed lobbyists. He noted the City was active in the Utah League of Cities and Towns (ULCT) and they were aligned with most of the City's interests.

Dias stated years ago, he discovered decisions were often needed during the Legislative Session in between Council meetings where the issue would normally be discussed. Because of that, general guidelines were created so staff could act on behalf of the City and the Council members would be notified of the decision as soon as possible.

Council Member Dickey felt the guidelines were a good balance. Council Member Ciraco stated it looked good on a high level while still giving the Council some flexibility. Council Members Toly and Rubell supported the guidelines. Council Member Parigian indicated it was in line with what the City promoted, and asked in what areas the lobbyists had been effective. Dias referred to the Hideout annexation. He explained an annexation bill went to the legislature at the end of the session and was passed. The lobbyist discovered last-minute changes that had been added to the bill, and he worked for six months to argue the public trust had been violated. The bill was subsequently rescinded. He gave other examples as well. Mayor Worel added the federal lobbyists

helped the City get funding for buses and other grants. Council Member Toly encouraged the new Council members to go to the legislature this session.

REGULAR MEETING

I. ROLL CALL

| Attendee Name | Status |
|--|---------|
| Mayor Nann Worel Council Member Bill Ciraco Council Member Ryan Dickey Council Member Ed Parigian Council Member Jeremy Rubell Council Member Tana Toly Matt Dias, City Manager Margaret Plane, City Attorney (via Zoom) Michelle Kellogg, City Recorder | Present |
| None | Excused |

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments:

Council Member Parigian went to the Police Department's annual meeting. Council Member Toly announced the Utah Legislative Session would begin next Tuesday. Council Member Ciraco thanked the Public Works staff for keeping the roads clear. Mayor Worel stated she met with the president of the southern region of France who was hopeful of hosting the 2030 Winter Olympics. She announced there would be an event during Sundance at City Park and people should come ready to dance.

Staff Communications Reports:

1. Recreation Advisory Board Youth Engagement Strategy:

2. November Budget Monitoring and September Sales Tax Report:

Council Member Rubell congratulated staff on the report. He noted the City showed strong sales tax numbers.

3. Bonanza Park Brownfield Grant Award:

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 on items not on the agenda.

Junior Vieyra stated there was a community effort to respond to a community health assessment survey. He indicated the responses to the survey helped with funding for health programs in Summit County. He also welcomed the new Council members. Mayor Worel agreed the survey was very important.

Rhys Sergent, 14 years old, promoted the benefits of electric vehicles. He stated the goal was to protect public health and help the environment.

Mayor Worel closed the public input portion of the meeting.

IV. CONSIDERATION OF MINUTES

1. Consideration to Approve the City Council Meeting Minutes from December 14, 2023:

Council Member Rubell moved to approve the City Council meeting minutes from December 14, 2023. Council Member Toly seconded the motion.

RESULT: APPROVED

AYES: Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

V. CONSENT AGENDA

1. Request to Approve Type 2 Convention Sales Licenses for Operation during the 2024 Sundance Film Festival:

2. Request to Approve the City Sponsorship of Proposed Special Events to be Held at McPolin Farm:

Council Member Dickey moved to approve the Consent Agenda. Council Member Toly seconded the motion.

RESULT: APPROVED

AYES: Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

VI. OLD BUSINESS

1. Bonanza Planning Studies Phase II Engagement Update:

Jen McGrath, Deputy City Manager, Rebecca Ward, Planning Director, Erik Daenitz, Economic Development Manager, Luiz Cabo and Andy Knight, MKSK, and Matt Wetli, Development Strategies were present for this item.

Small Area Plan:

Cabo discussed the small area plan and noted it included the five-acre site. He reviewed they had meetings with the advisory group and the community, and they had two online surveys. There were 150 people who attended the community meeting which was held at the library. They also engaged with high school students and young families. Cabo discussed the vision statement at the community meeting and he received overwhelming support for it. They asked for art to be included in the statement. Goals were set for the area, including mixed-use, local, user-friendly, inclusive, green, and cultural. Density was discussed and the majority of attendees supported a four-story height limit with most people supporting increased height for affordable housing. They presented short, medium, and long-term development preferences. They also discussed bikes and pedestrian opportunities for the area and the participants prioritized these modes of transportation. Key findings from this phase included support for additional density, a priority for connectivity, and the area should focus on locals with housing, restaurants, and open space.

Council Member Rubell asked if Phase Three would take three months, to which Cabo affirmed and noted they were scheduled to come back in March. He asked if the Council was willing to consider additional building heights and density to create more community benefits. Council Member Dickey asked how the density and height would be configured. Cabo stated that would follow zoning codes. A new zone could be created to include a new height restriction. Ward clarified there were three zoning districts in the small area, and each had different height restrictions. There were allowances in the master planned development (MPD) in the current code for additional density, but it hadn't been used. There were allowances for density in exchange for additional open space. She thought there could be opportunities to amend the code to update the density bonuses to help shape the area.

Council Member Ciraco supported additional height and density, but he needed to be aware of what the actual heights would be. Council Member Dickey supported four or five stories, depending on the concept. Council Member Rubell supported four stories depending on the concept. He sought a staff recommendation regarding a code amendment versus a new zone. Council Member Toly didn't know how to make the density work with the applications already in the process. She wanted to define "community benefit" better. She supported a four-story height restriction. She didn't want the entire parcel to have five story buildings. Council Member Parigian didn't want to go to five stories on the five-acre parcel and probably not on the rest of the small area. He didn't think people wanted five stories. He would support up to four stories.

1 Mayor Worel thought it was important to see what the concept looked like with four and
2 five stories and the associated impact of those heights. Council Member Rubell noted
3 the heights would affect the open space as well.

4
5 Cabo asked if four stories would be supported if applied for outside the affordable
6 master planned development (AMPD). Council Member Dickey supported five stories in
7 the AMPD. Council Members Toly, Rubell, and Parigian supported no more than four
8 stories. Council Member Ciraco supported exploring the heights but wanted to see how
9 it would look. Council Member Dickey wanted to ensure the height was good for the
10 neighborhood.

11
12 Cabo asked if the Council supported step backs for upper stories. Council Member
13 Ciraco favored whatever was the most efficient and would help the City move forward.
14 Council Member Parigian stated there were two separate projects in this area and the
15 City-owned parcel would be able to move forward faster than privately owned property.
16 He did not want to change the code. Council Member Dickey clarified this discussion
17 was about the entire small area. Cabo stated there could be design guidelines or
18 overlays for the area options.

19
20 Cabo reviewed the code for the frontage protection zone. Council Members Rubell and
21 Toly supported keeping those setbacks the same. Council Member Parigian was open
22 to considering a change. Council Member Rubell asked if there was Planning
23 Commission discretion, to which Ward affirmed. Council Member Rubell stated he
24 would support the staff recommendation. Council Member Ciraco supported the
25 Planning Commission's discretion. Council Member Dickey strongly supported flexibility
26 for the 31-100 feet area from the street. He supported reducing the 100 foot limit to a
27 lower number. Council Member Rubell asked if there would be step backs to which
28 Council Member Dickey stated the tallest height would be in the back of the building.
29 Council Member Rubell supported creative solutions.

30
31 Cabo asked if the Council supported a new zoning district for the area that would
32 achieve some of the goals of a more mixed-use neighborhood. The majority of the
33 Council agreed. Council Member Parigian wanted to see more details of what the zone
34 would be.

35
36 Cabo asked if there was support for parking reductions, such as shared parking, public
37 parking, and private parking. Council Member Toly favored shared parking in general,
38 but noted residential would need assigned parking. McGrath indicated there were
39 shared parking scenarios that could be gated for residential in the evenings. Council
40 Member Toly thought there needed to be a discussion on a parking structure versus
41 surface parking. Council Member Parigian agreed it was hard to know about parking
42 until they knew what was going on the property. He wanted efficient parking. Council

1 Member Ciraco stated shared and public parking were favorable. He thought there was
2 support for underground parking. Council Member Dickey supported shared parking and
3 thought the municipality could contribute to public parking. Council Member Rubell
4 supported shared parking and public parking. He thought there could be resident
5 parking stickers in that area. Cabo summarized there was support for underground and
6 structure parking if it was hidden from view. Council Member Toly noted there was a big
7 cost to those options.

8
9 Cabo asked if there was support for pedestrian and bike connections. Council Member
10 Parigian supported maximum walkability. Council Member Ciraco stated the community
11 wanted pedestrian and bike connections and he supported those. Council Member
12 Dickey favored those connections. Cut through traffic was an issue so this was a good
13 feature. Council Member Rubell favored the connections for pedestrians and bikes
14 within the area. Regarding crossing the major streets, improvements needed to be
15 made in creative ways. Council Member Toly added the area needed to be connected
16 to the Prospector area, the Rail Trail, and other areas.

17 18 Five-Acre Feasibility Study

19 McKnight stated there was a robust engagement process. Survey respondents
20 prioritized open space, affordable housing, and an arts center. They preferred that the
21 area be funded with existing Park City funding tools. The key findings were a permanent
22 home for the arts community, big ambitions with prudent spending, and having mixed-
23 use, affordable, and transit-ready features.

24
25 Daenitz stated the transient room tax (TRT) was a one-percent tax on lodging since
26 2017. The City Council at the time created the tax to be used for this five-acre parcel.
27 To date, the fund received \$6.5 million, of which some went to pay a bond debt service.
28 That amount could generate \$30 million in bonds and there would be leftover cash that
29 could be used for other opportunities. He reviewed a public infrastructure district (PID)
30 was a new rate on a narrow geographic region where all owners agreed to that tax. The
31 revenue could be used to pay for a new bond. He also noted a community
32 redevelopment agency (CRA) was another option, but he did not recommend it because
33 the area was so narrow. He stated the TRT would not take away from any current
34 capital projects. Council Member Dickey asked why the PID generated smaller
35 proceeds under the large gap scenario, to which Daenitz stated the asset values were
36 lower.

37
38 Council Member Ciraco asked if the current bond being paid for was to purchase the
39 property, to which Daenitz affirmed. Council Member Ciraco asked why there was a
40 dramatic revenue increase in 2022, to which Daenitz stated that was the effect after
41 COVID and the increase in nightly rentals. Council Member Ciraco indicated a
42 resolution was passed in 2017 stipulating what the TRT could be used for, and asked

1 what it was used for prior to the resolution. Daenitz stated resolution was simultaneous
2 with the use specified. The Council had discretion with regard to the use.

3
4 Knight asked if there was support to underground the powerlines in this area, to which
5 the Council affirmed. Council Member Rubell stated the powerline project was in two
6 phases: one was to underground the lines and the other was to move the substation.
7 Knight asked if there was support to maximize community benefit by providing a larger
8 financial contribution. Council Member Dickey supported maximizing the City's
9 contribution. He noted the costs would add up with parking, relocating power lines, etc.
10 Council Member Rubell stated the City had to develop this area right. He hoped there
11 would be private investment as well as public investment. He thought medium
12 community benefit meant the residents didn't want an additional cost burden. He
13 wanted to be cautious about increasing the financial number. He supported using City
14 resources to invest in the area. He didn't support a PID in the area.

15
16 Council Member Toly stated the City was originally the developer of this parcel, but now
17 that would not be the case. Since she didn't know the answer of who would be the
18 developer, she didn't want to pin down a number when those questions were
19 unanswered. They hadn't had a discussion on the amount of affordable housing in the
20 area to date to determine if more was needed. McGrath indicated the City would not be
21 the developer, but it would be developed in a public/private partnership. There were 479
22 affordable units in the pipeline. The City set a goal to reach 800 units by 2026. The
23 housing needs assessment was recently updated, and the goal would need to increase
24 to have 15% of workforce living in the community. Council Member Rubell didn't want
25 the discussion to turn into an affordable housing discussion. It was a Council priority,
26 but community benefit included open space, connectivity, and arts and culture. Council
27 Member Dickey hoped to see this go to an RFP. He wanted flexibility to see what
28 developers would propose regarding community benefit. Council Member Parigian
29 didn't trust the numbers so he couldn't say what he would support. He supported a
30 public/private partnership. He didn't want to commit to a dollar amount but he wanted it
31 done right.

32
33 Mayor Worel stated a mistake made in 2019 for this parcel was that a budget was never
34 set. She asserted Council should set an amount and look for other funding partners if
35 additional funding was needed. Matt Dias asked if Council desired reassigning the TRT
36 allocation from the purpose set forth in 2017. Council Member Ciraco thought there was
37 an opportunity to maximize the community benefit, but it could fall somewhere on the
38 spectrum. The City was committed to funding the powerlines and possibly the parking
39 projects, so that was a large investment. He asked if residential areas could be carved
40 out of a PID. Council Member Rubell indicated he could look at supporting a PID with
41 that scenario. Council Member Ciraco stated he supported keeping the TRT for this
42 project. When the bond was paid, he could look at redirecting the funds for other

1 purposes. He wanted to keep the public benefit broad. Council Member Dickey
2 supported keeping the TRT as is. He hoped to look into the PID more. Council Members
3 Rubell, Toly, and Parigian agreed with the TRT provisions.

4
5 Knight asked if there was support to prioritize arts and culture on the site. Council
6 Members Rubell and Toly favored arts and culture. Council Member Parigian supported
7 keeping a promise made in the letters of intent (LOI). Arts and culture was not
8 necessarily the priority. He thought housing was the priority. Council Member Ciraco
9 supported arts and culture. Knight asked if staff would engage with the LOI partners to
10 look at the terms. Council Member Rubell didn't think the specifics needed to be
11 answered now. He felt the community strongly supported mixed-use so he supported
12 that. He wanted staff to revisit the LOI and make a future partnership agreement.
13 Council Member Toly agreed and stressed the project should continue in the meantime.

14
15 Council Member Parigian stated the Kimball Art Center (KAC) was in the arts business
16 so the City should provide the land and let them do the rest. Council Member Ciraco
17 didn't think the LOI provided leverage to either party. A new agreement was needed. He
18 felt the City's interests were aligned with KAC and a new agreement would be
19 beneficial. Council Member Dickey suggested having a contract, which offered more
20 certainty than an LOI. Council Member Rubell asked if KAC could talk about their idea
21 for a standalone mixed-use building. Aldy Milliken, KAC Executive Director, stated they
22 needed a space to fulfill their mission. It would include a café, a gathering space, and an
23 event space for their activities. Council Member Parigian asked if artist spaces would be
24 provided by KAC. Milliken stated he wanted to come to the City to have a dialogue.
25 McGrath indicated Sundance had been involved in the process too. The City didn't have
26 complete clarity on their participation, but she knew they wanted to be part of the
27 process.

28
29 Knight asked what deliverables the City wanted. Council Member Toly wanted three
30 different concepts plus an RFP outline. Council Member Parigian did not want a hotel to
31 be part of any concept. He wanted ideas presented and then a concept could be drawn.
32 Council Member Ciraco favored three different concepts consisting of the priorities
33 discussed tonight. He didn't think an RFP outline was necessary, but he wasn't opposed
34 to it. Council Member Dickey stated a single concept was good with the feedback
35 provided today and then the market would provide something based on the cost.
36 Council Member Rubell agreed with Council Member Dickey and stated there was
37 enough information to give a single concept. Cabo asked if Council Member Ciraco
38 wanted the same concept with slight variations. Council Member Ciraco stated there
39 would be significant overlap between the three concepts. Council Member Rubell stated
40 the Council had high level consensus on the outcomes for the parcel. Now they could sit
41 down with the partners and move forward. If they wanted to modify some things, they
42 could do it. McGrath stated an RFP outline would contain all the priorities and then the

1 private sector would respond and it would not mirror what had been imagined thus far.
2 Council Members Ciraco, Dickey, and Rubell preferred the RFP option. Council Member
3 Toly expressed concern that not everyone would agree to the RFP outline, and she
4 recommended having a backup concept design. Cabo stated they could provide a
5 general diagram of density and a site plan which would go out to developers. Council
6 Member Parigian favored the RFP if there was clear direction. Knight clarified it was an
7 outline that would be used to create an RFP.

8
9 Mayor Worel opened the public input.

10
11 Carolyn Wawra and Jim Bedeu, Recycle Utah, stated Recycle Utah was a resident of
12 Bonanza Park and they supported the plans for the area, even though it would mean
13 they would have to move. He indicated relocation would be a big investment and he
14 hoped the City would invest in them as they relocated.

15
16 Alex Butwinski indicated there was a previous discussion on height and density. There
17 were view spots from this area too that needed to be thought about. Then, the City
18 should only build what the City could afford. He welcomed the new Council members
19 and he thanked the staff for their work on this project.

20
21 Jocelyn Scudder, Arts Council Executive Director, supported the project and was
22 excited to see support for the arts and culture aspect. She noted she worked with local
23 artists and they just opened artist spaces behind Tupelo.

24
25 Megan McKenna, Housing Advocate with Mountainlands Community Housing, thanked
26 the nonprofit organizations and noted all the needs they were meeting in the
27 community. She supported Recycle Utah in their need for another space. She didn't
28 think the arts and affordable housing were mutually exclusive. She thought affordable
29 housing had an impact on the vibrancy of the community.

30
31 Mitch Bedke, Park City Artists Association President, stated nothing brought vibrancy to
32 an area like art did. The City needed to include the local artists in this project. Mayor
33 Worel asked if he felt the input from the artists was not included in the numbers
34 presented tonight.

35
36 Stephanie Kimche, KAC board member, thanked the Council for sticking with the
37 process and working with KAC to make this a once in a lifetime project.

38
39 Aldy Milliken, KAC Executive Director, stated he hoped to have space for artists on this
40 property.

41
42 Mayor Worel closed the public input.

McGrath summarized the Council wanted them to take information from the community and Council on both areas and come back with a draft outline for an RFP. They would use the future TRT as a guidepost for funding. They would enter into formal conversations with KAC and Sundance to chart a path forward. Council Member Rubell asked if the City would meet with the partners before or concurrently with the RFP outline, to which McGrath stated she would prefer to work with them concurrently as the RFP outline was being drafted.

Council Member Dickey moved to close the meeting to discuss property, litigation, and personnel at 9:00 p.m. Council Member Parigian seconded the motion.

RESULT: APPROVED

AYES: Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

CLOSED SESSION

Council Member Ciraco moved to adjourn from Closed Meeting at 10:00 p.m. Council Member Dickey seconded the motion.

RESULT: APPROVED

AYES: Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

VII. ADJOURNMENT

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder



PARK CITY COUNCIL MEETING MINUTES – DRAFT

**445 MARSAC AVENUE
PARK CITY, UTAH 84060**

January 16, 2024

The Council of Park City, Summit County, Utah, met in open meeting on January 16, 2024, at 2:30 p.m. in the City Council Chambers.

Council Member Toly moved to close the meeting to discuss security and litigation at 2:32 p.m. Council Member Dickey seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Parigian, and Toly

EXCUSED: Council Members Ciraco and Rubell

CLOSED SESSION

Council Member Ciraco joined the meeting at 2:35 p.m.

Council Member Ciraco moved to adjourn from Closed Meeting at 3:45 p.m. Council Member Toly seconded the motion.

RESULT: APPROVED

AYES: Council Members Ciraco, Dickey, Parigian, and Toly

EXCUSED: Council Member Rubell

WORK SESSION

Transportation Capital Program Overview:

Julia Collins, Gabe Shields, and Alex Roy, Transportation Planning Department, presented this item. Roy reviewed the transportation process for getting projects from ideas to completion. Park City Forward established five guiding principles to develop a Park Once community, which included collaborating with regional partners, identifying and mitigating traffic, expanding biking and trails, analyzing disruptive transportation ideas, and improving the internal Transit system. He noted ongoing projects for biking and pedestrian areas, the regional park and ride study, emerging disruptors, and regional transportation convening.

Shields stated the project ideas would be vetted and the most viable projects would proceed to concept design and construction. He indicated big projects took several years to be completed. It was important to follow the project timeline which included

1 study, concept development, final design, and construction. He referred to the bus stop
2 improvement program as an example of the multiple phases going on simultaneously in
3 this project to complete the large number of stops.

4
5 Roy stated another large transportation project was the creation of pathways along
6 Thaynes and Three Kings, and he reviewed the concept development was in process
7 and then final design would be completed and construction would begin this fall or early
8 next spring. He also reviewed the Lower Park Avenue capital project and explained the
9 planning phase occurred last year and this year the focus was on concept development,
10 which would be based on community outreach and feedback. He noted they also
11 wanted to replace aging sewer and water utility infrastructure in conjunction with the
12 street project.

13
14 Shields explained the timeline for the Snow Creek Crossing Tunnel project and
15 indicated this project was currently in the concept development phase. They were
16 looking for grants to help with the cost of the project. The Homestake Road
17 reconstruction project was in final design. Projects completed in 2023 included the SR-
18 248 Transit express shoulders, the Upper Main Street traffic calming improvements, the
19 4th and Swede crosswalk, wayfinding Old Town stairs, Comstock traffic calming and
20 crosswalk improvements, and enhanced bus shelters at Fresh Market and Park City
21 Condos.

22
23 Collins indicated the City received \$3-\$10 million per year in transportation grants, but
24 often they couldn't find grants that met the project need. Other times, the City was
25 awarded grants, but the projects were not a priority. She asserted the City was in a
26 good position for being awarded grants, based on the transit system, high employment
27 in the area, and other factors. She indicated they received money from the Summit
28 County Council of Governments (COG) for the Richardson Flat intersection site and
29 possible Gordo development. The \$1.4 million grant awarded for a Quinn's Park and
30 Ride was redirected to this project since it was a higher priority. They were currently
31 looking for property acquisition from UDOT. In addition, another \$1 million was granted
32 from COG to buy property on the SR-224 and SR-248 corridors for right-of-way. COG
33 also had funds from Transportation sales tax, which was shared with Summit County
34 and High Valley Transit. These funds would be used for regional transportation projects.
35 Collins noted the City did not seek funding last year from this program, and instead
36 redirected existing funds to projects with funding gaps.

37
38 Council Member Dickey asked if there were other strategies for getting money besides
39 grants. Collins stated there were opportunities for state funding, especially with the
40 potential Olympics coming. They could apply for that and utilize people championing
41 those projects at the Capitol. Another resource could be asking Council to balance
42 budget priorities with transportation projects.

43
44 Council Member Parigian asked how Collins found potential grants and if other staff
45 could help find additional grant opportunities. Collins stated she and Roy had federal

1 funding experience. They tracked grants through a grant tracker and they were on top of
2 the grant opportunities. They hired consultants when they needed additional resources.
3 Roy added it was not a lack of tracking grants, but often the grants were very
4 competitive and the City was not always awarded grants.

5
6 Council Member Rubell asked if at-grade crossings were being analyzed and
7 implemented for the Snow Creek Crossing while the tunnel was being worked on.
8 Shields stated a risk workshop was completed in December and they would meet with
9 UDOT soon to discuss the tunnel and intermediate mitigations. The earliest pedestrians
10 would see crossing implementations would be this fall. Council Member Rubell
11 requested that the Homestake Road project could include other capital projects planned
12 for that area so inconveniences could be minimized.

13
14 Council Member Toly asked if the complete streets project was the \$5 million project in
15 the displayed list. Collins explained the Upper Main project was just completed. The \$5
16 million referenced was a vision concept placeholder for improvements in Old Town.
17 Council Member Toly asked if the project referenced Lower Park Avenue. Shields
18 indicated the list of potential projects were part of the Park City Forward vision for future
19 projects. The Lower Park Avenue had a project number assigned and was therefore not
20 on the list of future projects.

21
22 Council Member Toly referred to Exhibit A in the packet and asked if the Park City
23 Mountain Resort multi-modal hub, and asked if it was on hold. Roy stated there were
24 identified projects in the exhibit that would not be funded by the City, and this was one
25 of the priorities that they were waiting to see if the development would include that
26 transportation project.

27
28 Council Member Ciraco was comfortable with the direction of the current initiatives in
29 the Transportation Capital program. He supported looking at other funding sources with
30 the City to move these projects forward. Transportation was a pressing issue and they
31 needed to look for opportunities. All the Council favored continuing with the current
32 direction of the capital program. Mayor Worel noted that the Council directed staff to
33 continue looking for grants, but to be open to other funding mechanisms as they
34 became available. Council Member Dickey also favored considering other political
35 avenues for funding and considering any associated budget impacts during the budget
36 process. Council Member Toly stated the staff's work on the Upper Main Street project
37 was phenomenal. It was great to hear from so many residents who supported it and she
38 felt that was a result of the great communications plan put in place. Council Member
39 Ciraco supported engaging consultants to help acquire grants and other funding.

40
41 Dias indicated this team was amazing in their institutional knowledge and ability to lead
42 the Transit program and planning. He also noted the City's lobbyists did a great job
43 advocating for funding for the City. He stressed construction management on projects
44 was difficult to navigate and a lot of effort was put into insuring materials arrived on time
45 and were of the expected quality. They did a great job balancing all the different aspects

1 of projects. He also stated the best way to get grants was to prioritize the projects so
2 staff could aggressively move forward.

3
4 **SR 224 Bus Rapid Transit (BRT) Update - Presented by Caroline Rodriguez, High**
5 **Valley Transit (HVT) Executive Director:**

6 Rodriguez reviewed the history of BRT along SR-224. She worked with Park City
7 Transportation staff to find a way to get riders from the valley to the mountain. BRT
8 reduced traffic congestion. Buses traveled from Kimball Junction to the Old Town
9 Transit Center.

10
11 Council Member Dickey asked if transit technology included changing signals to allow
12 the buses to move through intersections without stopping, to which Rodriguez affirmed.
13 She reviewed the impacts from the BRT program, including a small noise increase, but
14 a large increase in ridership. She stated they were getting ready to work on final design
15 and estimated the process would take two years. She hoped the project would be
16 completed by 2027. Council Member Dickey asked why the project had been delayed,
17 to which Rodriguez stated HVT did not have enough staff to keep up with the workload.

18
19 Council Member Rubell asked who would be allowed to use the BRT lane. Rodriguez
20 stated the BRT lane would be for public transit vehicles only, including microtransit,
21 emergency vehicles, and school buses. Council Member Rubell referred to wildlife
22 mitigation efforts along SR-224, and asked if there were other solutions that wouldn't
23 require large capital outlays. Rodriguez stated there were many agencies that met on a
24 regular basis to discuss solutions, but they were told by the Division of Wildlife
25 Resources (DWR) there was no one solution that would mitigate impacts because the
26 issue was along the entire corridor. The solutions in place now included lower speed
27 limits and the wildlife silhouettes to remind drivers to be alert.

28
29 Council Member Toly asked if there were plans for BRT along SR-248. Rodriguez
30 stated that was not in the HVT district and referred her to the Park City staff. Council
31 Member Ciraco stated Park City Transit could use the BRT and asked how long the
32 transit timing was currently. Rodriguez stated there was a 15-minute travel time, but it
33 would be reduced to every eight minutes with the BRT lane. Council Member Ciraco
34 asked if additional buses would be acquired for BRT. Rodriguez stated they would
35 acquire six additional buses. Council Member Ciraco asked if the Silver Creek Village
36 impacted the program. Rodriguez stated microtransit was serving the area now. Council
37 Member Ciraco asked if the direction from the analysis might have changed if that
38 subdivision had existed when the BRT study was conducted. Rodriguez didn't think so
39 and asserted BRT was a point-to-point service. Council Member Ciraco asked if the
40 study focused on SR-224 only. Rodriguez stated the study was Basin wide.

41
42 Council Member Parigian asked where a bus/bike sharing lane would be, to which
43 Rodriguez indicated it would be on SR-224 after Peak Drive. Council Member Parigian
44 asked if the road width would be doubled in some areas. Rodriguez stated it would be

widened within the right-of-way. Council Member Parigian encouraged HVT to engage with Save People Save Wildlife.

REGULAR MEETING

I. ROLL CALL

| Attendee Name | Status |
|--|---------|
| Mayor Nann Worel Council Member Bill Ciraco Council Member Ryan Dickey Council Member Ed Parigian Council Member Jeremy Rubell (via Zoom) Council Member Tana Toly Matt Dias, City Manager Margaret Plane, City Attorney Michelle Kellogg, City Recorder | Present |
| None | Excused |

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments:

Council Member Toly reminded people of the upcoming Sundance Film Festival beginning this week. Council Member Ciraco noted he received angry e-mails and texts from neighbors regarding snowplowing. He thanked the resort partners for keeping everyone safe with all the snowfall. Council Member Parigian cautioned everyone to be patient during the Sundance event. Mayor Worel indicated next Thursday, January 25th, the Chamber would have a gathering in honor of the 40th anniversary of Sundance Film Festival at City Park at 4:00 p.m.

Staff Communications Reports:

1. Emerging Disruptors Study Update:

Council Member Rubell was happy to see aggressive action was being taken on the airport connection idea. He asked about the vehicle-free zones, since the report noted it was a low priority. Alex Roy, Senior Transportation Planner, stated it was a high priority that Erik Daenitz, Economic Development Director, wanted to advance in the Main Street study and not as a transportation priority.

2. Transportation Operating and Capital Budget Update:

3. China Bridge Parking Structure Condition Assessment Contract with Kimley-Horn and Associates:

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 on items not on the agenda.

Joe Butterfield 84060 appreciated what the Council did and thanked Public Works for their efforts in snowplowing. He was surprised to see on the eve of Sundance that snow removal on Main Street was bad. Park Avenue was clean but not Main Street. He thought roads and sidewalks should be clear.

Ilene Sorensen stated the priorities of Sundance had been overlooked for years. She stated Council members owned properties in the community. She stated code enforcement reached out to the Department of Justice (DOJ) on her behalf on ADA compliance and standard procedures. Benjamin Henrie, Code Enforcement, stood up to these noncompliance issues. Most noncompliance was found in Prospector. People on the Council weren't interested in compliance. She wanted action on the noncompliance issues.

IV. CONSENT AGENDA

1. Request to Approve Type 2 Convention Sales Licenses for Operation during the 2024 Sundance Film Festival:

2. Request to Authorize the City Manager to Execute a 2nd Amendment to a Design Professional Services Agreement with WCEC Engineers, Inc., dba Wall Consultant Group, in a Form Approved by the City Attorney, to Provide Additional Transportation Modeling Services Not to Exceed \$66,000, for a Total Contract of \$133,980:

Council Member Dickey moved to approve the Consent Agenda. Council Member Toly seconded the motion.

RESULT: APPROVED

AYES: Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

V. NEW BUSINESS

1. Discuss Ranked Choice Voting as a Possible Method for the 2025 Mayoral and Council Election:

Michelle Kellogg, City Recorder, Eve Furse, Summit County Clerk, and Kelleen Potter and Josh Daniels, Utah RCV, were present for this item. Kellogg reviewed the City took elections seriously since voter confidence in elections was a top priority. There would be several future discussions before a decision was made if the Council wanted to proceed after hearing the pros and cons tonight.

1 Potter noted there was contention in the country with regard to politics and voters were
2 exhausted. She conducted a sample ranked choice voting on National Parks and the
3 Republican Presidential Primary. The audience in the room used their phones to rank
4 the options. Daniels explained the option with the least votes was eliminated and the
5 second choice of the voters for that option get redistributed. The same process would
6 be used multiple times until there was an option that received over 50%. The point of
7 RCV was to achieve consensus by having an instant runoff. He displayed a map of the
8 country to show the states that used RCV in one form or another.

9
10 Daniels noted RCV ballots would be mailed out and processed the same as was
11 currently done. In 2023, 12 Utah cities participated in RCV. Potter reviewed some cities
12 used RCV to save money. Some other pros include the voters could more fully express
13 their preferences, the winner achieved 50% or more consensus, and RCV eliminated
14 the spoiler effect. She indicated processing the ballots didn't take any additional time so
15 the results would be announced timely. She felt the process incentivized more civil
16 discourse during the election cycle.

17
18 Daniels stated several cities in Salt Lake and Utah County used RCV and a majority of
19 voters indicated they were satisfied using RCV. He noted 60% of survey respondents
20 ranked their preferred candidate first, which proved strategic voting was minimalized.
21 Kellogg commented on strategic voting and stated no matter the election method,
22 strategic voting would be used by some voters. Some voters might not like all
23 candidates and only vote for one or a few. It was observed that social media groups had
24 been formed specifically to advise voters on the order they should rank their
25 preferences in order to get their favorite candidate(s) elected.

26
27 Kellogg expressed concern over changing election methods and the confusion it could
28 cause some voters. She noted the Heber City Recorder stated there were many spoiled
29 ballots from voters who listened to social media groups and subsequently filled out the
30 RCV ballot wrong, thus disqualifying the ballot from being counted. Another concern
31 was eliminating the candidates who received the fewest votes, with the second choices
32 of those voters being redistributed amongst the remaining candidates. Kellogg asserted
33 the top vote getters in the first round were mainstream candidates and sometimes the
34 lowest vote getters were outliers in the public's opinion. Using the second choices from
35 voters who voted for outliers would most likely be for other outliers. There could be a
36 chance that in those scenarios, an outlier candidate would then receive a majority of
37 votes and become elected. Kellogg's final concern was that all votes would not be
38 counted in certain scenarios. In the Heber City election, three candidates were elected
39 in a multi-seat election. Mike Johnston won the first seat and his name was then
40 eliminated. For Johnston to reach 50%, RCV used voters' first and second preferences.
41 Voters who selected Johnston as their third choice in the three-seat election, had their
42 votes tossed out, meaning one of their three votes for elected officials did not count in
43 the final tally of votes for each winner. RCV proponents argue it shouldn't matter to the
44 voter that their vote didn't count because their candidate was still elected. They state

1 the mindset for RCV needs to change from “every vote counts” to “the majority of votes
2 wins.”

3
4 Mayor Worel asked if voter turnout increased after using RCV multiple years. Daniels
5 stated voter participation didn’t go down when used the first time but remained stable.
6 Usually, the candidates or issues on the ballot prompted increased turnout.

7
8 Council Member Dickey stated he was a passionate ranked choice proponent. Council
9 Member Parigian hoped to get public input on RCV and suggested a nonbinding
10 referendum to hear the people’s voice. He related a shorter campaign season would
11 hinder some candidates who didn’t have a lot of money, but rather campaigned by
12 going door-to-door. He asked about the candidates in Heber who didn’t win. Potter
13 hadn’t talked to them. Council Member Parigian was concerned some voters wouldn’t
14 know all candidates and vote arbitrarily. Furse stated it could seem to some as ranking
15 preferences arbitrarily, but the voters might not think they voted arbitrarily.

16
17 Council Member Toly asked if there was an effect to an incumbent election. Daniels
18 stated incumbents tended to do well unless the majority of people had a strong dislike of
19 the incumbent for some reason. In that case, RCV worked against the incumbent since
20 they would need over 50% to win.

21
22 Council Member Ciraco stated Christen Thompson, who came in as a runner up in the
23 Heber City Council election, felt disenfranchised. Council Member Ciraco favored RCV
24 in a single-seat race. He thought RCV could feed to a more homogenous group of
25 winners, whereas the current election method allowed voters to choose from a variety of
26 backgrounds. He favored a nonbinding referendum. He asked if there were cities that
27 tried RCV, but in subsequent years backed out. Potter reviewed reasons why many
28 cities backed out. Daniels noted some cities used it some years and not others because
29 their field of candidates didn’t warrant using RCV. He stated many cities around the
30 country used proportional representation in RCV. Utah did not allow that option, but
31 there had been discussion on allowing that option in order to get diverse voices. The
32 current RCV in Utah leant itself to a majority cabal. Council Member Ciraco preferred a
33 system that allowed three first choice votes.

34
35 Mayor Worel asked how long in advance of an RCV election did cities initiate RCV
36 education to voters. Potter stated most cities began education after the candidate filing
37 period, usually beginning in June through August. Mayor Worel asked what would be
38 entailed by Summit County if RCV was initiated in Park City. Furse stated the
39 equipment could accommodate RCV up to 21 candidates. She expected the County
40 Clerk’s Office would help the City in the education process. They would also help in
41 explaining results after the election concluded.

42
43 Mayor Worel opened the public input period.
44

1 Council Member Rubell thought proportional voting was interesting and he requested to
2 learn more about that and the City Recorder's opinion on that option. He was not ready
3 to give support to RCV at this point but hoped to learn more and ask the voters.
4

5 Council Member Parigian asked what would happen with RCV after the pilot program
6 ended. Potter stated it would end after the 2025 election cycle unless it was extended.
7 Council Member Parigian wanted to get more public opinion.
8

9 Council Member Dickey stated it was a miracle that lawmakers would change a voting
10 method. He was a Political Science major in college and his group agreed RCV would
11 be great, but it would never happen. He thought this pilot program would get voters to
12 try the system and it could move up to the state and federal levels. He asserted
13 elections were highly gamified. In RCV, people got to vote for the candidate they liked.
14 He thought only voting for some candidates in RCV was non-strategic voting. He also
15 liked that voters could vote for outlier candidates and those votes still counted. Council
16 Member Dickey thought six months of campaigning was too long and RCV helped
17 reduce the campaign time. He knew it was complicated, but with enough education,
18 voters could figure it out.
19

20 Council Member Toly stated she liked RCV because the Primary would be eliminated.
21 This method would help those who had other jobs and little time, since there would be
22 less campaign time. She hoped to learn more about the process. She wanted to hear
23 from the community.
24

25 Council Member Ciraco agreed there should be election reform and he wished for term
26 limits and campaign finance reform, but those were issues at the next level. He ran for
27 City Council because the focus was on issues. He affirmed there needed to be greater
28 civility in every aspect, not just in elections. He liked the proportional voting idea and
29 wanted to learn more about that. He also supported a nonbinding referendum.
30

31 Alexis Weaver, via Zoom, gave comments in support of ranked choice voting. (This
32 member of the public then made off-topic comments that violated the Council's rules,
33 and Mayor Worel ended the call.)
34

35 Mayor Worel closed the public input.
36

37 Furse stated there was a lower cost for the City since there would not be a Primary with
38 RCV. Mayor Worel summarized there would be further conversations on this topic.
39 Council Member Rubell asked that the lobbyists assess the tolerance in Utah for
40 proportional voting, to which Mayor Worel affirmed. Council Member Dickey asked if
41 proportional was the preferred form of voting or just the most common form of voting.
42 Daniels stated both were reasons for proportional voting. A criticism of the U.S. voting
43 system was that winner takes all. With proportional representation, more options would
44 be chosen. There would be a consolidation to support more diverse candidates. To
45 date, most forms of RCV in the U.S. used proportional voting. He thought it was worth

1 the dialog in the legislature to expand RCV. Potter stated she hoped the state would
2 allow cities to choose how their elections were run.

3
4 Kellogg reviewed next steps for this item, including starting the public process now to
5 get a sense of the voters' reaction to RCV, and looking into the referendum and the
6 proportional voting option. Council Member Rubell asked to reach out to the legislators
7 on proportional voting before moving forward. Depending on the outcome, he hoped to
8 proceed with public outreach. Council Member Ciraco thought there was a potential that
9 RCV could sunset, and he hesitated to begin outreach only to find RCV was terminated
10 by the legislature. Margaret Plane stated a nonbinding referendum didn't mean
11 anything. Utah law was particular on what went on a ballot. But surveys could be drafted
12 to get a sense of what the public sentiment was regarding RCV. It was indicated this
13 item would return to Council after the legislative session was ended.
14

15 **2. Discuss the Main Street Water Line Replacement Project:**

16 Griffin Lloyd and Harrison Holley, Utilities Engineers, presented this item. Lloyd
17 reviewed the corrosion of the iron pipelines in the Main Street area. The replacement of
18 waterlines, water meters, and fire lines would be a multi-year project. The work would
19 be done on the shoulder seasons over three years. There would be minimum impact to
20 events. They would have a full road closure to maximize efficiency. He explained the
21 detour route during the construction. Sidewalk closures would be on one side of the
22 street at a time. The trolley would be replaced with a van during construction and no
23 parking would be allowed in the construction zone. Vehicles could be parked at China
24 Bridge parking lot. Lloyd stated they would have weekly/biweekly outreach for the
25 public.
26

27 Lloyd noted some concerns including a low bidding climate, unknown factors which
28 could include an increase in bid amounts, and closing sidewalks for the businesses on
29 Main Street since there could be trip hazards. There could also be additional waterline
30 breaks during the project, and those would be addressed if they happened.
31

32 Mayor Worel asked if the granite pavers could be reused, to which Lloyd stated they
33 could try to reuse them, but the concern was the prep work and time it would take to get
34 them back in. Mayor Worel stated the Historic Park City Alliance (HPCA) communicated
35 with the businesses and asked if the City would contract with an additional firm for
36 outreach efforts. Lloyd stated a firm would be hired to inform residents of project
37 updates.
38

39 Council Member Parigian noted Erik Daenitz thought the sidewalks could be tunneled.
40 Lloyd stated that was possible, but the fire lines had to go to the building, and it was not
41 feasible to tunnel for that. Council Member Parigian indicated Snyderville Basin Water
42 Reclamation Services sent a letter saying their sewer lines were functional and didn't
43 need to be replaced. He asked if this project could be in conjunction with the Main
44 Street area project. Lloyd stated it was critical to replace the waterlines because of the
45 corrosion. He was working with Daenitz on this project.

1 Council Member Toly asked if HPCA had feedback concerning this project. Lloyd stated
2 they were concerned about parking and might ask for China Bridge parking. They
3 supported the full street closure. Council Member Toly asked if construction vehicle
4 parking would be only in this area, to which Lloyd affirmed. Council Member Toly asked
5 if Lloyd wanted Council direction on hiring a firm to do outreach. Lloyd stated they were
6 looking for a grant to cover that expense.

7
8 Council Member Ciraco noted the street would be closed to traffic and asked what
9 allowances would be made for deliveries. Lloyd indicated the zone would be closed to
10 traffic, but it would be open to delivery drivers.

11
12 Mayor Worel opened the public input.

13
14 Monty Coates, HPCA Executive Director, stated this was a huge project and very
15 needed. Communication would be key to working with the businesses, and he wanted
16 to make sure communication was open and any concerns relayed so all parties could
17 be flexible. He would like to come back to the Council and talk about free parking on
18 China Bridge and other options to help businesses.

19
20 Mayor Worel closed the public input.

21
22 Council Member Rubell stated the City needed to move quickly on this project and
23 infrastructure should take priority. Council Member Dickey agreed. Council Member
24 Toly hoped staff could be innovative regarding circulation, and hoped the City could
25 learn from this as they looked at the Main Street small area plan and moving forward in
26 the future.

27
28 **3. Open and Public Meetings Act (OPMA), Government Records Access and**
29 **Management Act (GRAMA), and Ethics Act Updates:**

30 Margaret Plane, City Attorney, and Michelle Kellogg, City Recorder, presented this item.
31 Plane played a video from the Utah State Auditor regarding the regulations surrounding
32 OPMA rules. She explained three members of the Council must be present to hold a
33 meeting and it would take three Yes votes to approve any item. She also counseled the
34 members to refrain from texting during public meetings since others watching wouldn't
35 know who they were texting or the subject of the texts.

36
37 Kellogg reviewed the Utah GRAMA laws. She indicated she had to weigh the right of
38 the public to government records with the right of individuals to privacy. She reviewed
39 the definition of "record" and noted personal items or drafts were not considered
40 records. Plane added it didn't matter what device was used, the definition of a record
41 controlled what would be released. Kellogg stated there were four types of records:
42 public, private, controlled, and protected. Those who request documents might receive
43 a denial response and they would have 30 days to appeal the denial. At that point the
44 City Manager would have 10 days to review the request and determine if the denial

1 should be upheld. If the denial was upheld, the requester could appeal to the State
2 Records Committee or District Court.

3
4 Kellogg reviewed that Park City received 437 non-police GRAMA requests in 2023, with
5 the bulk of those requests asking for Building Department records such as architectural
6 drawings, permits, code violations, etc.

7
8 Plane discussed the Ethics law and stated Council members should openly disclose
9 conflicts, they shouldn't use their position for personal benefit, and shouldn't tell secrets.
10 She indicated the Council filled out written disclosures. Council Member Ciraco asked if
11 someone should disclose if they had 10% or greater share of a business in retirement
12 stocks. Plane stated an investment could conflict with the office and she recommended
13 divesting of the stock. She noted most disclosures were business interest related.

14
15 Plane advised the Council members not to accept gifts if the gifts would sway their
16 opinion. Gifts should not be accepted if they equaled more than \$50 in value. She also
17 asserted criminal penalties were possible for improper disclosure of public secrets,
18 using the elected office for personal gain, and taking gifts or bribes. Plane gave
19 scenarios on ethics questions which the Council discussed.

20
21 **VI. ADJOURNMENT**

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

24
25
26

Michelle Kellogg, City Recorder

City Council Staff Report

Subject: Amendment to Interlocal Agreement Between Park City School District and Park City Municipal Corporation Regarding School Resource Officers

Authors: Lt. Jay Randall

Department: Police

Date: February 1, 2024

Type of Item: Administrative

Recommendation

Review and consider approving the Amendment to Interlocal Agreement Between Park City School District and Park City Municipal Corporation Regarding School Resource Officers attached as Exhibit A.

Executive Summary

On February 5, 2019, Park City executed an Interlocal Agreement (Agreement) with the Park City School District (PCSD) to provide School Resource Officers (SRO) for the three schools within the City's boundaries. Exhibit A serves to amend the Agreement to comply with recent Utah legislative changes; clarify certain operational issues that have arisen in connection with the Agreement; and adjust the financial components of the Agreement based on increased service hours to be provided by Park City Police Department (PCPD).

Analysis

Pursuant to the Agreement, the PCSD agreed to compensate the PCPD \$40,998.60 per fiscal year (July 1-June 30) for the SRO partnership. The costs, including salaries, benefits, uniforms, equipment, and other essential items, have risen dramatically since the Agreement was executed. Additionally, the PCPD has incurred an additional \$20,000 in overtime hours, compensating the SRO for sports and school events during the 2022-2023 school year. As a result, the PCPD has requested an increase in compensation to more accurately support the actual costs associated with the SRO partnership.

Notably, there is currently one (1) SRO for the three schools located within the City's boundaries. The amended Agreement includes an increase in compensation from \$40,998.60 to \$75,000 per fiscal year, beginning July 1, 2023. In addition, the PCSD shall allocate additional compensation of \$7,500.00 per fiscal year for SRO presence at school board meetings, events and extracurricular activities. Total compensation shall not exceed \$82,500.00 per fiscal year.

In addition to the increase in compensation, the amended Agreement also comports with 2023 Utah legislative changes in relation to contracts between local education

agencies and law enforcement for school resource officer services. These legislative changes seek to clarify the handling of certain student offenses and create requirements for policies concerning SRO's. This clarification is paramount to the success of the program, the safety of the students and staff, and role refinement for the PCSD, PCPD, and the SRO.

The PCPD continues to firmly believe in our community policing model and the strength of incorporating an SRO in the schools within City boundaries. Deepening our relationship with faculty, parents, and teachers is an essential component of our underlying community policing strategy, and one that we firmly believe is in Park City's best interests.

[Exhibit A](#)

Amendment to Interlocal Agreement Between Park City School District and Park City Municipal Corporation Regarding School Resource Officers.

**AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN PARK CITY
SCHOOL DISTRICT AND PARK CITY MUNICIPAL CORPORATION
REGARDING SCHOOL RESOURCE OFFICERS**

This Amendment to Interlocal Agreement Between Park City School District and Park City Municipal Corporation Regarding School Resource Officers is made, this ____ day of _____ 2024, by and between Park City School District (hereinafter “School District”), and Park City Municipal Corporation (hereinafter the “City” or, if contextually appropriate, the “PC Police Department”), (each a “Party” and together the “Parties”) as follows:

WHEREAS, in 2019, the Parties entered into that certain Interlocal Agreement Between Park City School District and the City Regarding School Resource Officers (“2019 SRO Agreement”); and

WHEREAS, the Parties agree that the following amendments to the 2019 SRO Agreement are necessary for the purposes of (1) complying with recent Utah legislative changes; (2) clarifying certain operational issues that have arisen in connection with the Agreement; and (3) adjusting the financial components of the Agreement based on increased service hours to be provided by PC Police Department.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE TO AMEND AND RESTATE THE 2019 SRO AGREEMENT AS FOLLOWS:

1. AUTHORITY: This Agreement is made by and between Parties in accordance with Utah’s Interlocal Cooperation Act, Utah Code § 11-13-202, which authorizes political subdivisions of the State of Utah to enter into mutually advantageous agreements for joint and cooperative law enforcement services; and Utah Code § 53G-8-703, which outlines contractual requirements for school districts and SROs; and Utah Code § 53G-8-211, which delineates restorative justice requirements and offenses that cannot be referred to law enforcement.
2. PURPOSE: The purpose of this Agreement is to provide for the health, safety, and welfare of School District students by providing for partnership programs (“SRO Partnership”) involving the assignment by the PC Police Department of one or more School Resource Officers (“SROs”) to the School District schools located within the boundaries of Park City, viz., the School District’s campus on Kearns Boulevard, which includes Park City High School, Treasure Mountain Junior High, and McPolin Elementary School.
3. NO SEPARATE ENTITY. This Agreement shall not create any separate legal, administrative, or interlocal entity for the purpose of implementing or administering the terms and conditions of this Agreement.

4. ADMINISTRATION OF AGREEMENT. This Agreement shall be jointly and cooperatively administered by the Chief of the PC Police Department and the Superintendent of the School District, or their respective designees.
5. THE SCHOOL DISTRICT'S OBLIGATIONS:
 - A. Beginning with the 2023-24 fiscal year (July 1, 2023 - June 30, 2024) the School District agrees to pay, and the PC Police Department agrees to accept, as full and complete compensation to the PC Police Department for the SRO Partnership, the minimum sum of \$75,000.00 per fiscal year for each year of the Agreement, payable in equal monthly installments during the term hereof. Invoices for the School District's portion of the cost sharing arrangement are due and payable in full upon receipt. The School District shall also be responsible for reimbursing the PC Police Department for one-half of the additional cost associated with any School District requests for additional hours, per paragraph 9.B, below. In furtherance of same, the School District shall allocate an additional \$7,500.00 per year in compensation for SRO presence at District meetings, events and/or extracurricular activities, such as, by way of example, athletic competitions, dances, and school board meetings. The total contribution to be paid by the School District shall not exceed \$82,500.00 per fiscal year.
6. THE PC POLICE DEPARTMENT'S OBLIGATIONS & RESPONSIBILITIES:
 - A. The PC Police Department will pay the costs exceeding the School District's contribution for the SRO services, provided funds are allocated annually and available. Furthermore, the PC Police Department will supply any necessary equipment and training mandated by state law for the operation of the SRO Partnership.
 - B. The PC Police Department will schedule the working hours of the SROs, taking into account the school year calendar of the schools where the SRO provides services. The hours of SRO availability will be during normal school hours while the school of assignment is in session. Adjustments outside these regular hours shall be made by mutual agreement in writing between the School District designee and the PC Police Department designee.
 - C. SROs will be employees of the PC Police Department, recruited and employed by the PC Police Department. The SROs' compensation and benefits shall be paid by the PC Police Department, subject to the School District's shared funding obligations as set forth in paragraph 5.A above.
 - D. PC Police Department and SROs shall respect the status of School District's facilities as sensitive locations for purposes of immigration enforcement and SROs shall not be deputized to perform the functions of federal immigration agents under Section 287(g) of the Immigration and Nationality Act or otherwise.
 - E. The SROs shall be subject to all personnel policies and practices of the PC Police Department except as such policies or practices may be modified by the terms and conditions of this Agreement.
 - F. The PC Police Department, in its sole discretion, shall have the power and authority to hire, discharge, and discipline SROs. The School District reserves the right to request the removal or reassignment of any SRO for any reasonable cause

the School District provides in writing to the PC Police Department after other attempts to correct the problem have been explored. The PC Police Department shall consider the School District's input when determining the removal or reassignment of any SRO, and the PC Police Department shall have the final decision concerning the removal or reassignment of any SRO.

- i. In the unlikely event that a situation arises in which the School District believes that a particular SRO's presence at the School District constitutes a direct and immediate threat to the safety and well-being of the School District community, the School District may direct the SRO to leave the premises and not to return until the School District has resolved the issue with either the PC Police Department or the particular SRO.
- G. The PC Police Department shall, at all times, be the sole employer of the SROs; this Agreement is not intended to create a joint employment relationship.
- H. Notwithstanding anything to the contrary, herein, all scheduling, deployment, and supervision of the SROs will be the responsibility of the PC Police Department.
- I. The PC Police Department reserves the right to remove or reassign any SRO along with notification given to the School District.
- J. The PC Police Department reserves the option to substitute police officers when any regularly scheduled SRO is not available to support the SRO Partnership. All substitute SROs shall receive all required training and support necessary to understand and comply with the terms of this Agreement prior to being given a substitute assignment at a District school.

7. MUTUAL OBLIGATIONS & RESPONSIBILITIES:

- A. Information Sharing. PC Police Department acknowledges and agrees that SRO access to student education records is generally governed by the Family Educational Rights Privacy Act ("FERPA"), 20 U.S.C. § 1232g, *et. seq.*, 34 C.F.R. Part 99. The School District will share pertinent records with SROs to the extent permitted by FERPA, and, in the event FERPA is not applicable, pursuant to the Government Records Access and Management Act ("GRAMA").
 - i. The School District shall allow SROs to inspect and copy "directory information," provided the parent/guardian has not opted out of same.
 - ii. SROs acting to maintain school safety or for other educational purpose (and not in a law enforcement capacity) shall be designated as "school officials" pursuant to FERPA and may have access to information from student education records; however, an SRO acting as a school official may not use that information for any other purpose, nor share it with any other law enforcement officer not acting in the capacity of an SRO for school safety or educational purposes.
 - iii. Except under certain limited circumstances, FERPA prevents the School District from disclosing student education records to an SRO where the SRO is acting in the capacity of a law enforcement officer (i.e., the purpose of the SRO's activity or involvement in the situation is the investigation and prosecution of violations of the criminal laws).
 - iv. To comply with FERPA, School District officials shall not disclose student education records to the SRO or other law enforcement officer acting in a law

enforcement capacity without (1) parent consent; (2) a warrant/subpoena; (3) an emergency situation involving an imminent threat to the life/safety of an individual; or (4) other exceptions recognized by FERPA.

- v. In the SRO's capacity as a school official, the SRO may be asked to assist in the determination of whether a health or safety emergency situation exists under FERPA such that education records can be disclosed without consent. In addition, the SRO may participate in the School District's threat assessment team, which may result in the determination that an emergency health or safety emergency exists warranting disclosure of records. All emergency disclosures shall be documented in the student's education record as required by FERPA.
- vi. It is the Parties' common understanding that FERPA applies only to information derived from tangible education records, and does not apply to the disclosure of information obtained through personal knowledge or firsthand observation, even if education records also exist containing that information. However, information known to the School District solely because of the review of student education records and not based on personal knowledge or firsthand observation remains subject to FERPA, even if the record itself is not disclosed.
- vii. Law enforcement unit records, including videos or files created by PC Police Department for a law enforcement purpose, and which are maintained by PC Police Department, are not subject to FERPA. PC Police Department may share law enforcement unit records with the School District to the extent permitted under GRAMA or other applicable law.
- viii. This subsection 7.A is not intended to represent a comprehensive statement of the laws governing records sharing, but rather, to provide a general overview. Each party remains responsible for ensuring its own compliance with applicable law and shall respect the conclusions of the other party in connection with same.

B. Selection of SROs: The PC Police Department and School District understand the importance of ensuring that each SRO embraces and works collaboratively with school administration and understands the school culture of which they are a part. Therefore, selection of SROs will be made through a collaborative process involving the PC Police Department and School District administrators. Notwithstanding the foregoing, the PC Police Department shall have the final decision as to the placement of each SRO. The PC Police Department and the School District retain all their respective rights and obligations.

- i. The School District reserves the right to request the removal or reassignment of any SRO consistent with paragraph 6.F and 6.F.i. above.

C. School Resource Officer: The PC Police Department acknowledges that the mission of the SRO is to provide for and maintain a safe, healthy, and productive learning environment while acting as a positive role model for students in the School District by working in a cooperative, proactive, problem-solving partnership with the School District. The PC Police Department further

acknowledges that the SRO shall emphasize the use of restorative approaches to address negative behavior. The following also sets forth guidelines to ensure that the PC Police Department and the School District have a shared understanding of the roles and responsibilities of each in maintaining safe schools, improving school climate, and supporting educational opportunities for all students.

D. The SRO will:

- i. Attend any state-mandated training as required by applicable state law (e.g., Utah Code § 53G-8-702).
- ii. SROs are responsible for criminal law issues, not school discipline issues. SROs shall differentiate between school disciplinary issues and crime problems and respond appropriately. When conducting investigations and searches, SROs will adhere to relevant standards and gather evidence in a way that maintains its potential admissibility in court.
- iii. When conducting investigations or searches of a minor enrolled in school, or when addressing offenses committed on school property while school is in session or during a school-sponsored activity, SROs shall comply with the requirements of Utah Code § 53G-8-211, including the following:
 - a) SROs shall confer with the School District when addressing an offense that is a class C misdemeanor, an infraction, or a status offense.¹
 - b) When an offense occurs on school property while school is in session or during a school-sponsored activity, it shall be treated as a school discipline matter to be handled by school officials when both of the following conditions are met: (1) the offense is classified as a class C misdemeanor, an infraction, or a status offense; and (2) the offense is not eligible for referral to juvenile court as outlined in § 53G-8-211(3) or -211(4). In such cases, an SRO will refer these offenses to a school administrator for handling as an administrative issue. It is expected that the school administrator will subsequently update the SRO on the resolution.
 - c) SROs may not refer an offense that is a class C misdemeanor, infraction, or status offense to the juvenile court unless the conditions of § 53G-8-211(3) or (4) are met.
 - d) For all other offenses, referral to the juvenile court is at the discretion of the SRO.
 - e) Pursuant to § 53G-8-211(5), nothing in this subsection 7.D.iii is intended to curtail the SRO's authority under the law to refer an alleged traffic offense that is an infraction to a law enforcement officer or agency, a prosecuting attorney, or a court for the traffic offense.
 - f) Pursuant to § 53G-8-211(6), nothing in this subsection 7.D.iii is intended to curtail the SRO's authority under the law to investigate possible criminal offenses, conduct lawful searches, consult with school administration, lawfully take temporary custody of a minor, transport a minor to a location permitted by law, or protect the safety of students and

¹ "Status offense" as used in this Agreement means an offense that wouldn't have been an offense but for the age of the offender, and is not otherwise classified as a misdemeanor or felony. *See* Utah Code § 53G-8-211(1)(I)(i)–(ii) (defining "status offense").

school community, including the use of reasonable and necessary physical force when appropriate based on the totality of the circumstances.

- iv. Initiate positive interaction with students in the classroom and general areas of the school building to promote the profession of police officers and be a positive role model, while increasing the visibility and accessibility of police to the school community.
- v. De-escalate school-based incidents using reasonable methods when possible.
- vi. Understand the School District has adopted a disciplinary philosophy that is designed to minimize the use of law enforcement intervention.
- vii. Enhance community-policing activities, identify problems within the schools, develop problem-solving strategies with school administrators and staff, and collaboratively develop a comprehensive school safety plan with school administrators, staff, and district risk management.
- viii. Work closely with the School District to improve the social, emotional, and behavioral skills of students in order to maximize their ability to achieve academically and become successful, contributing community members. Issues to be addressed may include but are not limited to substance abuse, violence reduction, social skills, problem-solving skills, and other areas of School District and community concern.
- ix. Provide outreach to school administrators, parents, students, businesses, and the community for stakeholder involvement in problem solving and developing solutions. This will enable the PC Police Department and the School District to form valuable partnerships and promote ongoing continued relationships that will benefit the community. The result of this collective effort will help the PC Police Department to provide the best public safety services to better protect Park City residents and support PC Police Department officers in their law enforcement work.
- x. Be involved when it pertains to preventing a disruption that would, if ignored, place students, faculty, and staff at risk of harm. The SRO will assist School District personnel in resolving the problem to preserve a safe school climate. The SRO should not be involved in physically detaining students on behalf of the School District for potential violations of school policy or code of conduct offenses unless the offense also violates state law or city ordinance. Disciplining students is a School District responsibility.
- xi. As partners with the School District, when appropriate, SROs may assist with resolving law enforcement issues that affect the School District and the broader community.
- xii. Participate in meetings with school administration when requested by school administration during the SRO's normal shift.
- xiii. Use the least disruptive method in conjunction with school administration when conducting an arrest or writing a citation to a student at school, at a school event, or on a school vehicle.
- xiv. Notify parents as soon as possible when students are ticketed or arrested.
- xv. Become familiar with the School District student discipline policies.
- xvi. SROs shall not transport students in PC Police Department vehicles except:

- a) When the students are victims of a crime, under arrest, or some other emergency circumstances exist; and
- b) When students are suspended and/or sent home from school pursuant to school disciplinary actions; if the student's parent or guardian has refused or is unable to pick up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare of other students and school personnel.
- c) Students shall not be transported to any location unless it is determined that the student's parent, guardian, or custodian is at the destination to which the student is being transported. SROs shall not transport students in their personal vehicles.
- d) SROs shall notify school personnel upon removing a student from campus.

E. The School District School Administrators will:

- i. Provide the PC Police Department a School District "point of contact" at the School District level and at each school to facilitate SRO Partnership communication.
- ii. Provide an office, storage, or workspace for SRO materials and personal effects.
- iii. Provide time for School District principals or designees and the assigned SROs to jointly attend a training as required by Utah Code § 53G-8-702, as well as other required trainings and meetings as may be required by the PC Police Department.
- iv. Provide students, classroom, equipment, and supplies for classes taught by SROs.
- v. Differentiate between student disciplinary issues and crime problems and respond appropriately.
 - a) Administrators will recognize that SROs are responsible for criminal law issues, not school discipline issues.
 - b) When an offense occurs on school property while school is in session or during a school-sponsored activity, it shall be treated as a school discipline matter to be handled by school officials when both of the following conditions are met: (1) the offense is classified as a class C misdemeanor, an infraction, or a status offense; and (2) the offense is not eligible for referral to juvenile court as outlined in § 53G-8-211(3) or -211(4). In such cases, an SRO will refer these offenses to a school administrator for handling as an administrative issue. It is expected that the school administrator will subsequently update the SRO on the resolution.
 - c) Arrange meetings with the SROs as needed by the school administration.
 - d) De-escalate school-based incidents using reasonable methods when possible.
 - e) Strive to handle routine discipline (code of conduct infractions) within the school without involving the SRO in a law enforcement capacity unless it is absolutely necessary or required by law.
 - f) Facilitate SRO-initiated investigations and actions.

- g) Offer an opportunity for the SRO and school administration to meet with community stakeholders throughout the school year.
- h) Notify SROs responding to a school-based infraction if any student involved has a known disability and/or an Individualized Education Plan (“IEP”) and therefore may require special treatment or accommodations.

F. The PC Police Department will:

- i. Provide SRO supervision.
- ii. Provide SRO training to comply with state law requirements.
- iii. Provide the SROs with uniforms and equipment.
- iv. Follow the agreed upon schedule for deployment of SROs at schools.
- v. Ensure that the SROs’ supervisor maintains communication with the school administrators throughout the year to evaluate the performance of services provided by the SROs.
- vi. Provide time for the SROs and the school principals or their respective designees to attend the SRO trainings as required throughout the school year.
- vii. Provide an SRO or other law enforcement officer to teach a vocational law enforcement class, if requested by the School District.

G. Statement of Student’s Rights:

- i. Searches
 - a) Students have a constitutional right to be free from unreasonable searches and seizures. The reasonableness of a search or seizure in the education context differs depending on various factors, including whether the search is conducted by School District personnel or law enforcement personnel.
 - b) All searches of students by School District employees shall be conducted pursuant to the School District’s Search Policy (Policy 10080).
 - c) A school official should not ask an SRO to be present for or participate in a search conducted pursuant to Policy 10080 unless there is an actual immediate threat to individuals or public safety, or unless probable cause has been determined.
 - d) Probable cause is not required for a School District employee to initiate a search; rather the standard is one of “reasonable suspicion” to believe the student is in possession of an item or substance that represents a threat to the educational process, or is prohibited by school board policy or law.
 - e) An SRO may investigate possible criminal offenses and conduct, including probable cause searches. SROs shall be responsible for determining whether probable cause exists, and SROs should follow state and federal law and PC Police Department policies and procedures when conducting searches of persons and/or property.
 - f) SROs may conduct or participate in a search of a student’s person, school locker, personal belongings, electronic devices, or vehicle when there is “probable cause” to believe that the search will turn up evidence that the student has committed, is committing, or was very soon going to commit a criminal offense.

- g) The SRO shall not ask a school official to search a student in an effort to circumvent a student's constitutional protections.
- ii. Questioning/Interviews
 - a) School District employees have the right to question students about school-related conduct/disciplinary issues and possible violations of student codes of conduct at any time.
 - b) School officials are not required to notify parents or obtain parental consent prior to questioning a student about a violation of a student code of conduct, even if the nature of the violation being investigated is also potentially a violation of law.
 - c) Generally, as a matter of best practice, questioning of students by School District employees in connection with school code of conduct/disciplinary investigations should be separated in time and place from law enforcement interviews investigating alleged criminal behavior.
 - d) If an SRO is conducting an interview in connection with investigating alleged criminal behavior, they must make clear that the purpose of the interview is criminal investigation and possible prosecution.
 - e) SROs shall adhere to the reasonable policies and procedures of the School District regarding access to students.
 - f) When acting in a law enforcement capacity SROs shall be subject to all recognized federal and state constitutional and other legal limitations on their actions and authority, including as it relates to the need for probable cause, issuance of *Miranda* warnings, warrants, subpoenas, and other legal processes.
 - g) Where an SRO or other law enforcement officer initiates a custodial interrogation of a student, the PC Police Department shall adhere to the requirements of Utah Code § 80-6-206 (e.g., imposing requirements on the interrogation of a child, providing a right to the presence of a friendly adult, and describing certain prohibitions).
 - The SRO or other law enforcement officer shall be responsible for determining whether the minor is "in custody" for purposes of the protections afforded by § 80-6-206.
 - If the minor is subject to a custodial interrogation in connection with an offense that also involves school code of conduct or disciplinary violation, School District personnel shall not act as a "friendly adult" for purposes of Utah Code § 80-6-206.
- iii. Arrests
 - a) A SRO shall not use physical force or restraints on a student, including handcuffs, tasers, mace, or other physical or chemical restraints, unless a student's actions pose a direct threat to self/others or the student is subject to arrest, or the use of reasonable and necessary physical force is appropriate based on the totality of the circumstances, and in light of the unique features associated with the educational context.
- iv. Information Privacy
 - a) School administrators shall allow the SRO to inspect and copy any public records, including student "directory information," maintained by the

school to the extent allowed by state and federal law and School District Policy.

- b) If some information in a student's educational record is needed in an emergency to protect the health or safety of the student or others, school administrators shall disclose to the SRO the information that is needed to respond to the emergency situation based on: (i) the seriousness of the threat to the health or safety of an individual; (ii) the need of the information to meet the emergency situation; (iii) the extent to which time is of the essence.
- c) If the SRO needs confidential student educational record information, but no emergency situation exists, the information may be disclosed only as allowed by applicable state and federal law and School District Policy, such as upon the issuance of a search warrant or subpoena to produce the records, written consent of the student's parent or guardian, or as otherwise provided by law. The School District agrees to timely respond to a subpoena pursuant to URCRP Rule 14 and URCRP Rule 45.
- d) Records or files which the SRO creates and maintains for law enforcement purposes rather than school disciplinary purposes are not student records and are not protected by FERPA. Those law enforcement unit records may be disclosed to third parties without parental consent in accordance with GRAMA and other applicable provisions of law.

H. Special Considerations for PC Police Department/School District:

- i. Although SROs will be working in conjunction with the school staff, they will report directly to the PC Police Department assigned supervisor on any administrative matters and will follow the PC Police Department command structure.
- ii. The School District acknowledges that SROs are required by policy and procedures to attend mandatory trainings and /or meetings.
- iii. Although SROs remain employees of the PC Police Department, SROs are required to be on the campus of the school(s) they are assigned to unless performing duties directly related to the PC Police Department.

8. FUNDING AVAILABILITY:

- A. PC Police Department and the School District acknowledge that (i) neither party by this Agreement irrevocably pledges present cash reserves for payment in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of either party.

9. SRO SCHEDULE AND ASSIGNMENT

- A. The SRO Partnership will consist of having an officer in each of the School District's contracted schools for eight hours per school day as per District calendar. During non-school days, the SROs' schedules will be managed through the PC Police Department.

- B. The School District may request additional hours beyond the regularly scheduled assignment from the PC Police Department. Upon approval, the SRO will be compensated or reimbursed for the additional cost associated with that coverage.

10. Miscellaneous Provisions:

- A. Term. This Agreement shall be effective from July 1, 2023 to June 30, 2028 unless it is terminated earlier as provided herein. The School District and the City may mutually agree to renew the Agreement for one additional five (5) year term. The cost to extend the term will be mutually agreed to by the Parties in writing. Any extension of this Agreement remains subject to annual appropriation of funds by both the City and the School District.
- B. Termination:
 - i. The City may terminate this Agreement with the School District for the City's convenience upon thirty (30) days' written notice to the School District without compensation to the School District.
 - ii. The School District may terminate this Agreement with the City for the School District's convenience upon thirty (30) days' written notice to the City without compensation to the City except for services actually performed prior to the termination or during the thirty (30) day notice period.
- C. Property: No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.
- D. Severability and Non-Waiver:
 - i. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
 - ii. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.
 - iii. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.
- E. Integration: This Agreement is a completely integrated agreement and contains the entire agreement between the Parties. Any prior written or oral agreements or representations regarding this Agreement shall be of no effect and shall not be binding on the School District or the City. This Agreement may be amended only in writing and executed by duly authorized representatives of the Parties.
- F. No Third Party Beneficiary: It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action

relating to such enforcement, shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any such claim or right of action by any third person or entity. Any third party receiving services or benefit under this Agreement shall be deemed to be incidental beneficiaries only.

- G. Governing Law. This Agreement, and the rights and liabilities of the Parties hereunder shall be governed by the law of the State of Utah.
- H. Liability of The Parties: The provision of services under this Agreement is for the benefit of both Parties to the Agreement. Each party agrees to be responsible for its own liability incurred as a result of its participation in this Agreement. In the event any claim is litigated, each party will be responsible for its own expenses of litigation or other costs associated with enforcing this Agreement.
 - i. Each Party to this Agreement is a governmental entity of the State of Utah and subject to the Governmental Immunity Act of Utah, Utah Code § 63G-7-101, *et. seq.* No provision in this Agreement is intended to waive any provision in the Governmental Immunity Act nor is it intended to waive any defenses available under the Act.
- I. Interlocal Cooperation Act Requirements. The Parties shall comply with the following requirements:
 - i. This Agreement shall be authorized by the governing body of each Party pursuant to Utah Code Ann. § 11-13-202.5;
 - ii. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to Utah Code Ann. § 11-13-202.5; and
 - iii. 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.

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have executed this Amendment to Interlocal Agreement Between Park City School District and Park City Municipal Corporation Regarding School Resource Officers on the dates indicated below.

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[Signature Page to Follow]

DATED this ____ day of _____, 2024 DATED this ____ day of _____, 2024

PARK CITY MUNICIPAL
CORPORATION
445 Marsac Avenue
P.O. Box 1480
Park City, UT 84060

PARK CITY SCHOOL DISTRICT
2700 Kearns Blvd.
Park City, UT 84060

By:
Its:

By:
Its:

APPROVED AS TO FORM

APPROVED AS TO FORM

ATTORNEY FOR PARK CITY
MUNICIPAL CORPORATION

ATTORNEY FOR PARK CITY
SCHOOL DISTRICT

ATTEST:

PARK CITY RECORDER’S OFFICE

City Council Staff Report



Subject: Request to Prohibit Nightly Rentals and Internal Accessory Dwelling Units in The Bald Eagle Club at Deer Valley Condominium
Application: PL-23-05770
Author: Lillian Zollinger, Planner II
Date: February 1, 2024
Type of Item: Legislative – Land Management Code Amendment

Recommendation

(I) Review the proposed Land Management Code amendment recommended by the Planning Commission to prohibit Nightly Rentals in the Bald Eagle Club at Deer Valley Condominium, (II) hold a public hearing, and (III) consider approving or denying the amendment outlined in Draft Ordinance 2024-04 (Exhibit A).

Description

Applicant: Dwayne A. Vance representing the Bald Eagle Homeowners Association
Amended Section: § 15-2.13-2 *Residential Development – Uses*
Zoning District: Residential Development
Reason for Review: The City Council takes Final Action on Land Management Code amendments¹

HOA Homeowners Association
IADU Internal Accessory Dwelling Unit
LMC Land Management Code
RD Residential Development

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

Summary

The Bald Eagle Homeowner Association prohibits Nightly Rentals, Accessory Apartments, and Internal Accessory Dwelling Units in their governing documents. The Homeowner Association requests amending the Land Management Code to reflect their Homeowner Association rules.

On November 29, 2023, the Planning Commission reviewed the proposal to prohibit

¹ LMC § [15-1-7\(B\)\(1\)](#)

Nightly Rentals, Accessory Apartments, and Internal Accessory Dwelling Units in the Bald Eagle Club at the Deer Valley Condominium. The Planning Commission directed staff to make findings to prohibit Nightly Rentals to support full-time residents, but not to prohibit Accessory Apartments and Internal Accessory Dwelling Units because the request is contrary to Goal 8 of the General Plan, which supports opportunities for housing units for the workforce in neighborhoods. The Planning Commission continued the item to December 13, 2023 ([Staff Report](#); [Audio](#)).

Prior to the public hearing on December 13, 2023, the Applicant requested to remove prohibiting Accessory Apartments from their request. On December 13, 2023, the Planning Commission unanimously forwarded a positive recommendation to the City Council to prohibit Nightly Rentals in the Bald Eagle Club at the Deer Valley Condominium and unanimously forwarded a negative recommendation regarding the Applicant's request to prohibit Internal Accessory Dwelling Units in The Bald Eagle Club at Deer Valley Condominium ([Staff Report](#); [Audio](#)).

Background

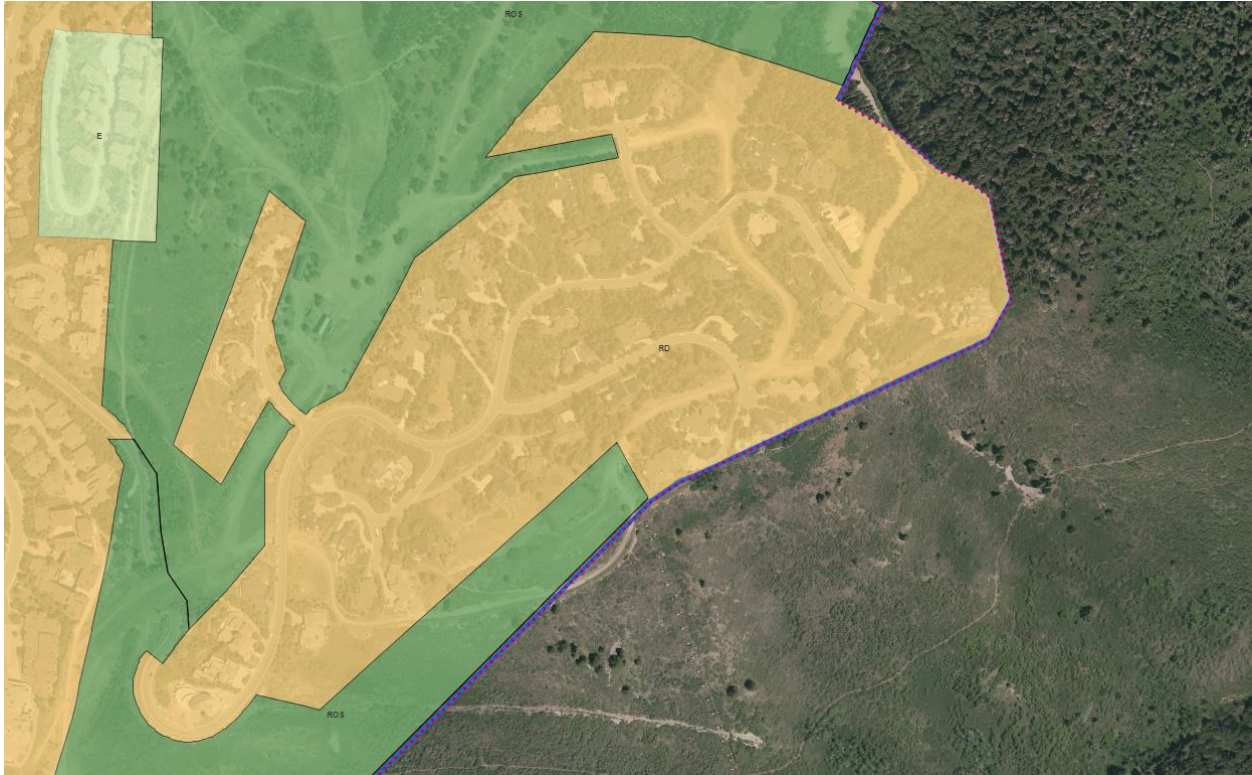
The Bald Eagle Club at Deer Valley Condominium includes 58 detached Single-Family Dwellings in the Upper Deer Valley neighborhood and the Residential Development (RD) Zoning District. While the Single-Family Dwellings are detached, the units are platted as a Condominium. The Condominium Plat was recorded in 1989, the First Amendment to the Condominium Plat was recorded in 1990, and the Second Amendment was recorded in 1992.

The Condominium Plat is outlined in the map below from the Summit County Parcel viewer:





The following map shows the Condominium Plat within the RD Zoning District (tan), which abuts the Recreation and Open Space Zoning District (green). Wasatch County is to the east of the blue City boundary:



Pursuant to Land Management Code (LMC) [§ 15-2.13-2](#), Nightly Rentals, Accessory Apartments, and Internal Accessory Dwelling Units (IADUs) are Allowed Uses in the RD Zoning District.

In 2008, the Bald Eagle HOA amended their Declaration to prohibit Transient Uses, including Nightly Rentals and rentals (see Exhibit B). On July 27, 2023, the Bald Eagle Homeowners Association (HOA) applied to amend LMC [§ 15-2.13-2](#) to prohibit Nightly Rentals, Accessory Apartments, and IADUs in their Condominium. On November 30, 2023, the Applicant removed their request to prohibit Accessory Apartments and now requests prohibiting Nightly Rentals and IADUs. The Planning Commission forwards a positive recommendation regarding the prohibition of Nightly Rentals only.

The Analysis Section below outlines the request for (I) Nightly Rentals and (II) IADUs.

Analysis

(I) The Planning Commission recommends amending the Land Management Code to prohibit Nightly Rentals in The Bald Eagle Club at Deer Valley Condominium, finding the request complies with the General Plan.

The LMC implements the goals and policies of the General Plan.² The General Plan

² LMC [§ 15-1-2](#)

identifies Sense of Community as one of the core values. A key method is to preserve areas within Park City for primary residents. Goal 7 of the General Plan is to create a diversity of primary housing opportunities to address the changing needs of residents and Objective 7B is to focus efforts for diversity of primary housing stock within primary residential neighborhoods to maintain majority occupancy by full time residents within these neighborhoods.³ Park City Vision 2020 identifies community concern regarding the increase in Nightly Rentals and a goal to shift residences back to year-round occupation.⁴

The purpose of the RD Zoning District is to:

- A. allow a variety of Residential Uses that are Compatible with the City's Development objectives, design standards, and growth capabilities,
- B. encourage the clustering of residential units to preserve natural Open Space, minimize Site disturbance and impacts of Development, and minimize the cost of municipal services,
- C. allow commercial and recreational activities that are in harmony with residential neighborhoods,
- D. minimize impacts of the automobile on architectural design,
- E. promote pedestrian connections within Developments and between adjacent Areas; and
- F. provide opportunities for variation in architectural design and housing types (LMC [§ 15-2.13-2](#))

LMC [§ 15-15-1](#) defines a Nightly Rental as the rental of a dwelling unit for less than 30 days. LMC [§ 15-2.13-2](#) outlines Nightly Rentals as an Allowed Use in the RD Zoning District.

LMC [§ 15-2.13-1](#) footnote three addresses the prohibition of Nightly Rentals in several Subdivisions that have petitioned the City to prohibit Nightly Rentals:

Nightly Rentals do not include the Use of dwellings for Commercial Uses. Nightly Rentals are not permitted in the April Mountain, Mellow Mountain Estates Subdivisions, Meadows Estates Subdivision Phases #1A and #1B, Fairway Meadows Subdivision, Hidden Oaks at Deer Valley Phases 2 and 3, Chatham Crossing Subdivision, and West Ridge and West Ridge Phase 2 Subdivision.

The Bald Eagle Homeowner Association requests an amendment to LMC [§ 15-2.13-2](#) Footnote 3 as follows:

Nightly Rentals do not include the Use of dwellings for Commercial Uses. Nightly

³ Park City General Plan Volume I, [Sense of Community](#), p. 5

⁴ [Park City Vision 2020](#), p. 12, 29

Rentals are not permitted in the April Mountain, Mellow Mountain Estates Subdivisions, Meadows Estates Subdivision Phases #1A and #1B, Fairway Meadows Subdivision, Hidden Oaks at Deer Valley Phases 2 and 3, Chatham Crossing Subdivision, ~~and~~ West Ridge and West Ridge Phase 2 Subdivision, and the Bald Eagle Club at Deer Valley Condominium.

Since 2014, the City Council has approved LMC amendments prohibiting Nightly Rentals in several subdivisions within the Residential Development Zoning District, described below:

Masonic Hill Neighborhood - On June 26, 2014, the City Council approved [Ordinance No. 14-35](#), amending LMC [§ 15-2.13-2](#) to prohibit Nightly Rentals in the April Mountain and Mellow Mountain Estates Subdivisions. According to the June 26, 2014, City Council Staff Report ([page 184](#)), the LMC Amendment was suggested by the Planning Department Staff:

At the time of approval and recordation of the April Mountain and Mellow Mountain Estates Subdivisions, Nightly Rental Uses were prohibited from these subdivisions. There are notes on the Plats stating that Nightly Rental is prohibited within these subdivisions. Nightly Rentals are an Allowed Use in the Residential Development (RD) Zoning District where these subdivisions are located. To reduce confusion, Staff recommends that a footnote be added to the "Nightly Rental" listing under Allowed Uses to codify the prohibition of Nightly Rentals within these two subdivisions. This is an administrative amendment . . .

Park Meadows Neighborhood - In 2020, the Meadows Estate Homeowners Association petitioned the City to amend the Land Management Code to prohibit Nightly Rentals in Phases #1A and #1B of their subdivision. On July 8, 2020, the Planning Commission unanimously forwarded a positive recommendation to City Council for consideration ([Staff Report](#); [Minutes](#), p. 43). On July 30, 2020, the City Council passed [Ordinance No. 2020-38](#), *An Ordinance Amending the Land Management Code of Park City § 15-2.13-2 to Prohibit Nightly Rentals in the Meadows Estates Subdivision Phases #1A and #1B* ([Staff Report](#); [Minutes](#), p. 16).

Park Meadows Neighborhood - In 2021, the Fairway Meadows Homeowner Association petitioned the City to amend the Land Management Code to prohibit Nightly Rentals in their subdivision. On March 24, 2021, the Planning Commission unanimously forwarded a positive recommendation to City Council for consideration ([Staff Report](#); [Minutes](#), p. 31). On April 15, 2021, the City Council passed [Ordinance No. 2021-16](#), *An Ordinance Amending the Land Management Code Section 15-2.14-2 to Prohibit Nightly Rentals in the Fairway Meadows Subdivision* ([Staff Report](#); [Minutes](#), p. 6).

Lower Deer Valley and Prospector Neighborhood - In 2021, the Hidden Oaks at Deer Valley Subdivision, Phases 2 and 3 petitioned the City to amend the Land Management Code to prohibit Nightly Rentals in their subdivision. On November 10,

2021, the Planning Commission unanimously forwarded a positive recommendation to City Council for consideration ([Staff Report](#); [Minutes](#), p. 8). On December 16, 2022, the City Council passed [Ordinance No. 2021-52](#), *An Ordinance Amending Land Management Code Section 15-2.13-2 to Prohibit Nightly Rentals in the Hidden Oaks at Deer Valley Subdivision Phases 2 and 3* ([Staff Report](#); [Minutes](#), p. 14).

Park Meadows Neighborhood - In 2023, the West Ridge Subdivision, West Ridge Subdivision Phase 2, and Chatham Crossing Subdivision petitioned the City to amend the Land Management Code to prohibit Nightly Rentals in their subdivision. On January 11, 2023, the Planning Commission unanimously forwarded a positive recommendation to City Council for consideration ([Staff Report](#); [Minutes](#), p. 23). On February 16, 2023, the City Council passed Ordinance No. 2021-06 ([Staff Report](#); [Minutes](#), p.17).

As outlined above, there is precedent for the proposed LMC amendment in subdivisions. However, the Bald Eagle Club at Deer Valley is the first in the Upper Deer Valley neighborhood to request an LMC amendment to prohibit Nightly Rentals.

The General Plan Objective 7C recommends that Nightly Rentals be focused near Deer Valley Resort. The General Plan recognizes [h]ousing throughout the neighborhood is mainly utilized as second homes and nightly rentals” and that “[e]fforts to increase the year-round demand on the available bed base in Upper Deer Valley should continue” (General Plan, Volume II, Neighborhoods 3, p. 251).

However, Park City Vision 2020 summarizes community concern with the number of residences that are only used for Nightly Rentals.

The Planning Commission recommends prohibiting Nightly Rentals in this Upper Deer Valley neighborhood, finding it is aligned with General Plan Goal 7, wherein the goal is to create a diversity of primary housing opportunities to address the changing needs of residents and Objective 7B is to focus efforts for diversity of primary housing stock within primary residential neighborhoods to maintain majority occupancy by full-time residents within these neighborhoods.

(II) The Planning Commission finds the Applicant’s request to prohibit Internal Accessory Dwelling Units does not comply with the General Plan.

The Applicant requests amending the LMC to prohibit IADUs in the Bald Eagle Condominium. Unlike Nightly Rentals, no other Subdivision has requested to prohibit IADUs and therefore there is no precedent for this request.

IADUs were developed by the Utah Legislature to increase housing stock. Utah Code [§ 10-9a-530\(1\)\(a\)](#) defines an IADU as one created within a primary dwelling for the purpose of a long-term rental of 30 consecutive days or longer. The state preempts municipal regulations of IADUs to a degree, but allows for limited regulations (see LMC [§ 15-4-7.1](#)). The state requires the property owner to live on site in order to rent an

IADU (Utah Code [§ 10-9a-530\(1\)\(b\)](#)).

In addition to preempting municipalities, the Utah Legislature prohibits certain HOAs from limiting or restricting IADUs. Utah Code [§ 57-8a-209\(10\)](#) states: *an association may not restrict or prohibit the rental of an internal accessory dwelling unit, as defined in Section 10-9a-530, constructed within a lot owner's residential lot, if the internal accessory dwelling unit complies with all applicable:*

- (a) land use ordinances;*
- (b) building codes;*
- (c) health codes; and*
- (d) fire codes.*

While the Bald Eagle Condominium features detached Single-Family Dwellings, the development was platted as a Condominium and is therefore not subject to state pre-emption in Utah Code [§ 57-8a-209\(10\)](#). However, the Planning Commission recommends denying the request to prohibit IADUs because it is contrary to the goals of the General Plan and reduces the possibility for future infill units that could potentially be rented to the workforce in a key resort neighborhood.

Goal 8 of the General Plan is to increase affordable housing opportunities. The General Plan's Sense of Community detailed strategies state, "[b]y allowing a mix of smaller lot sizes, accessory dwellings, higher-densities, and mixed-use, diversity in housing can be attained within a community, therefore creating more housing opportunities for lifelong residence and the workforce." The strategies also suggest revising "zoning regulations to allow a wider variety of housing types...including: attached and detached accessory dwellings..."⁵ Therefore, the request to amend the LMC to prohibit IADUs in the Bald Eagle Condominium is not aligned with the General Plan.

The Housing Department notes the following:

The Housing team suggests that while not all neighborhoods are appropriate for Accessory Apartments, they may be appropriate as workforce housing options when close to major employment centers (see objective 8B of the General Plan).⁶ Although this neighborhood is somewhat geographically isolated and is not within close proximity to transit routes, within half a mile of Bald Eagle Club are three major employers that have an estimated workforce housing deficit of between 125 and 350 beds. Only 3% of housing units in Upper Deer Valley are primary residences-- because of this, options for workforce housing close to employment centers are extremely scarce.

(III) The Development Review Committee reviewed the proposal on November 7,

⁵ Park City General Plan Volume II, [Sense of Community](#), p. 23-24

⁶ Park City General Plan Volume I, [Sense of Community](#), p. 8

2023, and the Housing Department identified the concerns regarding IADUs addressed in Section (II) above.⁷

Department Review

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

Notice

Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on November 15, 2023. Staff mailed courtesy notice to property owners within 300 feet on November 15, 2023. The *Park Record* published notice on November 15, 2023.⁸

Public Input

Staff did not receive any public input at the time this report was published.

Exhibits

Exhibit A: Draft Ordinance 2024-04

Exhibit B: The Bald Eagle Club at Deer Valley Amended Declaration

Exhibit C: Applicant's Narrative

⁷ 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).

⁸ LMC [§ 15-1-21](#)

Ordinance No. 2024-04

**AN ORDINANCE AMENDING LAND MANAGEMENT CODE SECTION 15-2.13-2
FOOTNOTE 3 TO PROHIBIT NIGHTLY RENTALS IN THE BALD EAGLE CLUB AT
DEER VALLEY CONDOMINIUM**

WHEREAS, The Bald Eagle Club Homeowners Association petitioned the City Council to amend the Land Management Code to prohibit Nightly Rentals and Internal Accessory Dwelling Units in The Bald Eagle Club at Deer Valley Condominium;

WHEREAS, on November 15, 2023, staff posted notice according to the requirements of the Land Management Code;

WHEREAS, on November 15, 2023, staff mailed courtesy notice to all affected property owners and notice was published in the Park Record and on the City and Utah Public Notice websites;

WHEREAS, on November 29, 2023, the Planning Commission held a public hearing to receive input on the proposed Land Management Code amendments, directed staff to make findings for action, and continued the item to December 13, 2023;

WHEREAS, the Land Management Code is enacted to implement the goals and policies of the Park City General Plan;

WHEREAS, Goal 7 of the General Plan is to create a diversity of primary housing opportunities to address the changing needs of residents and Objective 7B is to focus efforts for diversity of primary housing stock within primary residential neighborhoods to maintain majority occupancy by full-time residents within these neighborhoods;

WHEREAS, on December 13, 2023, the Planning Commission unanimously forwarded a positive recommendation to prohibit Nightly Rentals to support occupancy by full-time residents in The Bald Eagle Club at Deer Valley Condominium to the City Council;

WHEREAS, Goal 8 of the General Plan is to increase affordable housing opportunities and Objective 8C of the General Plan is to increase housing ownership opportunities for workforce within primary residential neighborhoods;

WHEREAS, on December 13, 2023, the Planning Commission unanimously forwarded a negative recommendation to prohibit Internal Accessory Dwelling Units in

The Bald Eagle Club at Deer Valley Condominium to the City Council, finding it was not aligned with Goal 8 of the General Plan;

WHEREAS, on December 14, 2023, the City Council held a public hearing and continued the item to February 1, 2024;

WHEREAS, on February 1, 2024, the City Council held a public hearing;

WHEREAS, it is in the best interest of Park City, Utah, to amend the Land Management Code to prohibit Nightly Rentals in The Bald Eagle Club at Deer Valley Condominium; and

WHEREAS, the proposed Land Management Code amendment is consistent with the following purposes of the Utah Municipal Land Use, Development, and Management Act Section 10-9a-102, Purposes – General land use authority.

1. The purposes of this chapter are to:
 - a. provide for the health, safety, and welfare;
 - b. promote the prosperity;
 - c. improve the morals, peace, good order, comfort, convenience, and aesthetics of each municipality and each municipality's present and future inhabitants and businesses;
 - d. protect the tax base;
 - e. secure economy in government expenditures;
 - f. foster the state's agricultural and other industries;
 - g. protect both urban and nonurban development;
 - h. protect and ensure access to sunlight for solar energy devices;
 - i. provide fundamental fairness in land use regulation;
 - j. facilitate orderly growth and allow growth in a variety of housing types; and
 - k. protect property values.

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

SECTION 1. FINDINGS. The analysis section of the staff reports of November 16, 2023, December 14, 2023, and February 1, 2024, are incorporated herein. The recitals above are incorporated herein as findings of fact.

SECTION 2. AMEND MUNICIPAL CODE OF PARK CITY, LAND MANAGEMENT CODE TITLE 15. Municipal Code of Park City Title 15 Land Management Code § 15-2.13-2 Residential Development – Uses Footnote 3 is hereby amended as outlined in Attachment 1.

SECTION 3. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED THIS 1st DAY OF FEBRUARY 2024.

PARK CITY MUNICIPAL CORPORATION

Nann Worel, Mayor

Attest:

City Recorder

Approved as to form:

City Attorney's Office

Attachment 1

15-2.13-2 Uses

Uses in the RD District are limited to the following:

A. Allowed Uses.

1. Single-Family Dwelling
2. Duplex Dwelling
3. Secondary Living Quarters
4. Lockout Unit¹
5. Accessory Apartment²
6. Nightly Rental³
7. Home Occupation
8. Child Care, In-Home Babysitting⁴
9. Child Care, Family⁴
10. Child Care, Family Group⁴
11. Accessory Building and Use
12. Conservation Activity Agriculture
13. Parking Area or Structure with four (4) or fewer spaces
14. Salt Lake City 2002 Winter Olympic Games Olympic Legacy Displays⁵
15. Food Truck Location¹⁶
16. Internal Accessory Dwelling Unit¹⁷

B. Conditional Uses.

1. Triplex Dwelling⁶
2. Multi-Unit Dwelling⁶
3. Guest House

- 26 4. Group Care Facility
- 27 5. Child Care Center⁴
- 28 6. Public and Quasi-Public Institution, Church, and School
- 29 7. Essential Municipal Public Utility Use, Facility, Service, and Structure
- 30 8. Telecommunication Antenna⁷
- 31 9. Satellite Dish Antenna, greater than thirty-nine inches (39") in diameter⁸
- 32 10. Raising, grazing of horses
- 33 11. Cemetery
- 34 12. Bed and Breakfast Inn
- 35 13. Hotel, Minor⁶
- 36 14. Hotel, Major⁶
- 37 15. Private Residence Club Project and Conversion¹⁰
- 38 16. Office, General^{6,9}
- 39 17. Office, Moderate Intensive^{6,9}
- 40 18. Office, Medical^{6,9}
- 41 19. Financial Institution without drive-up window^{6,9}
- 42 20. Commercial Retail and Service, Minor^{6,9}
- 43 21. Commercial Retail and Service, personal improvement^{6,9}
- 44 22. Commercial, Resort Support^{6,9}
- 45 23. Café or Deli^{6,9}
- 46 24. Restaurant, Standard^{6,9}
- 47 25. Restaurant, Outdoor Dining¹⁰
- 48 26. Outdoor Event¹⁰

- 27. Bar^{6,9}
- 28. Hospital, Limited Care Facility^{6,9}
- 29. Parking Area or Structure with five (5) or more spaces
- 30. Temporary Improvement¹⁰
- 31. Passenger Tramway Station and Ski Base Facility¹¹
- 32. Ski Tow, Ski Lift, Ski Run, and Ski Bridge¹¹
- 33. Recreation Facility, Public
- 34. Recreation Facility, Commercial⁶
- 35. Recreation Facility, Private¹⁸
- 36. Entertainment Facility, Indoor^{6,9}
- 37. Commercial Stables, Riding Academy¹²
- 38. Heliport¹²
- 39. Vehicle Control Gate¹³
- 40. Fences and walls greater than six feet (6') in height from Final Grade¹⁰
- 41. Salt Lake City 2002 Winter Olympic Games Olympic Legacy Displays¹⁴
- 42. Amenities Club
- 43. Club, Private Residence Off-Site¹⁵

C. **Prohibited Uses.** Any Use not listed above as an Allowed or Conditional Use is a prohibited Use.

¹Nightly rental of Lockout Units requires a Conditional Use permit

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

³Nightly Rentals do not include the Use of dwellings for Commercial Uses. Nightly Rentals are not permitted in the April Mountain, Mellow Mountain Estates Subdivisions, Meadows Estates Subdivision Phases #1A and #1B, Fairway Meadows Subdivision, Hidden Oaks at Deer Valley Phases 2 and 3,

Chatham Crossing Subdivision, ~~and West Ridge and West Ridge Phase 2 Subdivision,~~ and the Bald Eagle Club at Deer Valley Condominium.

⁵Olympic Legacy Displays limited to those specific Structures approved under the SLOC/Park City Municipal Corporation Olympic Services Agreement and/or Olympic Master Festival License and placed on the original Property set forth in the services agreement and/or Master Festival License

⁶Subject to provisions of LMC Chapter 15-6, Master Planned Development

⁷See Section 15-4-14, Telecommunications Facilities

⁸See Section 15-4-13, Placement of Satellite Receiving Antennas

⁹Allowed only as a secondary or support Use to the primary Development or Use and intended as a convenience for residents or occupants of adjacent or adjoining residential Developments

¹⁰Requires an Administrative Conditional Use permit.

¹¹As part of an approved Ski Area Master Plan. See Section 15-4-18 Passenger Tramways and Ski Base Facilities.

¹²Omitted.

¹³See Section 15-4-19, Review Criteria For Control Vehicle Gates.

¹⁴Olympic Legacy Displays limited to those specific Structures approved under the SLOC/Park City Municipal Corporation Olympic Services Agreement and/or Olympic Master Festival License and placed in an Area other than the original location set forth in the services agreement and/or Master Festival License.

¹⁵Only allowed within a Master Planned Development. Requires an Administrative Conditional Use permit. Is permitted only in approved existing Commercial spaces or developments that have ten (10) or more units with approved Support Commercial space. A Parking Plan shall be submitted to determine site specific parking requirements.

¹⁶The Planning Director or their designee shall, upon finding a Food Truck Location in compliance with Municipal Code 4-5-6, issue the property owner a Food Truck Location administrative approval letter.

¹⁷See Section 15-4-7.1, Internal Accessory Dwelling Units.

¹⁸See Section 15-4-22, Outdoor Pickleball Courts in Residential Areas.

WHEN RECORDED RETURN TO:

Dwayne A. Vance
Miller Vance & Thompson
P.O. Box 682800
Park City, UT 84068-2800

Ent 342840 Bk 979 Pg 236-304
Date: 12-DEC-2008 3:21PM
Fee: \$157.00 Check Filed By: MG
ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: MILLER VANCE & THOMPSON

**2008 AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
FOR
THE BALD EAGLE CLUB AT DEER VALLEY**

Pursuant to the affirmative vote of Owners holding at least fifty-one percent (51%) of the total votes in The Bald Eagle Homeowners Association, which vote occurred pursuant to a written ballot submitted to the Owners via mail, as evidenced by the signature pages of the Owners voting in favor of the following amendments attached hereto as Exhibit A, the Declaration of Condominium for The Bald Eagle Club at Deer Valley, which was previously restated in its entirety and recorded as Entry No. 678631 on November 5, 2003 in the office of the Summit County Recorder, and also recorded as Entry No. 272025 on June 10, 2004 in the office of the Wasatch County Recorder, and as amended thereafter, which applies to real property set forth in Exhibit B attached hereto, is hereby amended as set forth below. Subject to the following amendments, the previously restated and recorded Declaration as referenced above remains in full force and effect as the same has been and may yet be amended from time to time.

Section 3.04 of the Declaration is hereby amended and restated in its entirety as follows:

3.04 Title. Title to a Condominium within the Project may be held or owned by any person or entity or any combination thereof and in any manner in which title to any other real property may be held or owned in the State of Utah, including without limitation, joint tenancy or tenancy in common, subject to the following restrictions and the provisions of Section 5.29 below. Any joint tenancy or tenancy in common ownership arrangement is limited to not more than (a) two (2) individuals who are not related to each other, with no limit on the number of Owners who are related to each other, (b) two (2) non-individual Owners, such as trusts, corporations, limited liability companies, partnerships, associations, or otherwise, or (c) one (1) group of related individual Owners and one (1) non-individual Owner. Any non-individual Owner, including, but not limited to, a trust, corporation, limited liability company, partnership, association, or otherwise, shall provide the Association with written notice of no more than two (2) individuals who shall constitute and act as the Owner for purposes of Sections 5.29 and 5.30 of this Declaration; provided that if there is more than one (1) Owner on title to the Condominium then the non-individual Owner may only designate in writing one (1) individual who shall constitute and act as an Owner for purposes of Sections 5.29 and 5.30. For purposes of this Section, "related individual Owners" shall mean only individuals with any one (1) of the following direct relationships: spouses; siblings; parent-child.

Section 5.16 of the Declaration is hereby amended and restated in its entirety as follows:

5.16 No Business Uses. The Units within the Project shall be used exclusively for residential living purposes, such purposes to be confined to approved residential buildings within the Project. Except for any Unit or Units on any portion of the Club Facility Expansion Parcel added to the Project, no Unit within the Project shall ever be occupied or used for any commercial or business purposes.

A new Section 5.29 is hereby added to the Declaration which shall read as follows:

5.29 No Transient Use.

(a) The intent of this Section is to maintain a high-quality neighborhood, maintain the privacy afforded by a gated community, maintain a residential atmosphere, afford Owners the quiet enjoyment of their respective residences, and to preserve property values. Ideally, Owners and their Guests and invitees will treat each residence and The Bald Eagle Club neighborhood in general as their own home and neighborhood.

(b) "Transient Use" shall include all of the following circumstances and events:

(i) The occupancy or use, including daytime use and/or overnight stays, by any individual other than the Owner for which the Owner receives consideration of any kind or nature, regardless of whether or not the Owner is present during such occupancy or use. Consideration shall include money, goods, labor, credits, tax deductions, property or other valuable consideration;

(ii) The occupancy or use, including daytime use and/or overnight stays, by the Owner's clients, customers, employees, business associates or other invitees when the Owner is not also occupying the Unit whether or not consideration is received by the Owner for such occupancy or use;

(iii) The operation of a timesharing, fraction-sharing, or similar program on a fixed or floating time schedule over a period of years with respect to any Unit;

(iv) The operation of a reservation or time-use system among co-Owners of a Unit managed by a party other than the co-Owners themselves, such as a vacation club or a tenancy-in-common ownership scheme managed by a third party; or

(v) The operation of a reservation or time-use system among co-Owners whereby co-Owners are required as a condition of purchase of a fractional interest in the Unit to subject the fractional interest to a pre-determined reservation or time-use system among co-Owners, regardless of whether or not the co-Owner may later opt out of such system and regardless of whether the reservation or time-use system is recorded or unrecorded, fixed or floating.

(c) "Guests" for purposes of this Section 5.29 are spouses, parents, children or siblings of an Owner who occupy or use a Unit even when the Owner is absent, and whose occupancy or use is not considered to be Transient Use. Guests shall also include individuals who occupy or use a Unit only when an Owner, or an Owner's spouse, parent, child or sibling is also occupying the Unit, and who do not pay rent or other consideration for the occupancy or use

of a Unit, which use or occupancy is not considered to be Transient Use. Guests shall also include individuals who occupy or use a Unit even when the Owner, or an Owner's spouse, parent, child or sibling is not also occupying the Unit, provided that (i) no Owner receives any consideration of any nature in return for such occupancy or use as set forth above, and (ii) the Manager or gatehouse staff is notified in advance as set forth below.

(d) Owners shall notify the Manager or gatehouse staff in advance of any Guests or other invitees of an Owner (such as deliveries, contractors, cleaning services, etc.), shall accurately identify their status as bona fide Guests or other invitees, and shall provide such other information within such time frame as the Manager may require from time to time as a condition of granting access through the front gate. Absent such prior notification, the gatehouse may refuse entry to any Guest or other invitee of an Owner.

(e) Each Owner shall be personally liable for compliance by their Guests and other invitees with the provisions of this Declaration, the Bylaws and any and all rules and regulations promulgated by the Association.

(f) Caretakers, property managers, housekeepers, nannies and/or other employees or agents of an Owner that reside at a Unit as their primary residence in conjunction with their duties and responsibilities to care for the Unit and/or the Owner's family do not constitute Transient Use for purposes of this Section 5.29.

(g) Transient Use of any Unit in violation of this Section 5.29 is absolutely prohibited. Any set of circumstances that results in the Transient Use of any Unit, is absolutely prohibited.

(h) Requests for variances to the Transient Use restrictions set forth in this Declaration based upon special or unique circumstances may be considered and granted by the Board of Trustees.

(i) Any Transient Use in violation of the provisions of this Section may result in a suspension by the Board of Trustees for up to a period of one (1) year of the ability of a particular Owner to permit Guests to occupy or use a Unit without an actual Owner being present during such occupancy or use.

(j) In order to provide an orderly transition period from the prior provisions of the Declaration that permitted nightly rentals of at least two (2) nights duration to the provisions set forth above prohibiting all Transient Use as set forth above, Owners may provide the Manager on or before September 1, 2008 with a dated written statement that is signed by the Owner setting forth any rental arrangements already scheduled to occur and be completed by February 28, 2009, which specifically identifies the renter, and includes a copy of the rental agreement, and such rentals shall be permitted. All other rentals are prohibited in accordance with the above provisions prohibiting Transient Use.

A new Section 5.30 is hereby added to the Declaration which shall read as follows:

5.30 Special Events.

(a) A "Special Event" shall mean any gathering of people in excess of thirty (30) individuals for any purpose, including, but not limited to, weddings and parties. Annual

Meetings and Special Meetings of the Owners pursuant to this Declaration and/or the Bylaws of the Association shall not be considered to be a Special Event and are expressly excluded from the provisions of this Section.

(b) A Special Event may occur at a Unit only in compliance with the provisions of this Section.

(c) An Owner shall be physically present at the Unit for the entirety of the Special Event.

(d) Consistent with the provisions of Section 5.16 prohibiting business and commercial uses, no Owner may receive any consideration in return for hosting a Special Event other than reimbursement for any actual out-of-pocket costs incurred by the Owner that are directly attributable to the Special Event and would not have otherwise been incurred by the Owner but for the Special Event. Consideration shall include money, goods, labor, credits, tax deductions, property or other valuable consideration.

(e) The Owner, at the Owner's sole expense, shall make arrangements for qualified, private security personnel to be on-site at the Unit for the entirety of the Special Event.

(f) Owners shall provide the Manager with written notice of any Special Event not less than fifteen (15) calendar days in advance of the Special Event. The written notice shall contain (i) a written description of the nature of the Special Event, (ii) the date of the Special Event, (iii) the beginning and ending times of the Special Event, (iv) the contact information for the private security personnel, including a mobile phone number that can be used to directly contact the private security personnel who will be on-site during the Special Event, and (v) a guest list of the people who may attend the Special Event, which guest list may be updated in writing no later than twenty-four (24) hours prior to the Special Event.

(g) Prior to the Special Event, the Manager shall provide all Owners within The Bald Eagle Club with written notice that a Special Event shall occur on a particular date and time, but shall not reference the name of the Owner hosting the Special Event or the Unit at which the Special Event will be held.

(h) Other than one (1) unnamed companion who may accompany an individual specifically named on the guest list, the gatehouse may refuse entry to any individual whose name is not on the guest list provided by the Owner.

(i) If parking for a Special Event cannot be strictly confined to parking on-site within the Unit, then on-street parking will be allowed in conjunction with a Special Event only if valet parking is arranged for at the Owner's expense, and the on-street parking complies with the on-street parking rules and restrictions generally in effect within The Bald Eagle Club. If parking for a Special Event will include parking located outside of The Bald Eagle Club with the guests shuttled into The Bald Eagle Club, even guests that are shuttled in must be identified on the guest list provided to the Manager as set forth above.

(j) Amplified or live music and other noise associated with a Special Event may only occur in strict compliance with the Park City noise ordinance and other applicable laws, rules and regulations. Amplified or live music and other noise associated with a Special Event

must also be kept at a reasonable level so as not to disturb any neighboring Owners. Absolutely no outside amplified or live music, or inside amplified or live music or other noise that is audible at the property line of the Unit, shall be permitted after the hour of 9:30 p.m.

(k) All Special Events must end, including the departure of guests, no later than 1:00 a.m.

(l) A fee shall be paid to the Association by the Owner of the Unit, in accordance with a fee schedule for Special Events established by the Board of Trustees, no later than five (5) calendar days prior to the Special Event or the Special Event may not occur. The Manager shall confirm in person (including via phone call) or writing (including via e-mail) to the Owner the amount of the fee to be paid no later than ten (10) calendar days prior to the Special Event. If the amount of the fee changes due to a revision of the guest list or other change in the nature of the Special Event, any additional amount owed by the Owner shall be paid within five (5) calendar days of written demand by the Manager.

(m) If the Special Event actually extends beyond the regularly scheduled gatehouse staff hours, regardless of the scheduled time for the Special Event, the Owner shall pay for the costs incurred to have gatehouse staff present beyond the regularly scheduled hours, which costs shall be paid within five (5) calendar days of written demand by the Manager.

(n) If a Special Event is required to have a Special Event License or other license or permit issued by Park City (please refer to the current Park City Municipal Code and ordinances with respect to current requirements for licenses and permits), then a copy of such license or permit must be provided to the Manager no later than fifteen (15) calendar days prior to the Special Event or the Special Event may not occur.

(o) Requests for variances to the Special Event restrictions set forth in this Declaration based upon special or unique circumstances may be considered and granted by the Board of Trustees.

(p) The Board of Trustees may suspend the ability of the Owner of any Unit to hold a Special Event at a particular Unit for up to a period of one (1) year if other Owners complain about the manner in which a Special Event was conducted and/or an Owner violates any of the provisions governing the conduct of a Special Event.

A new Section 5.31 is hereby added to the Declaration which shall read as follows:

5.31 On-Street Parking. While on-street parking is generally permissible, any and all on-street parking is subject to the following restrictions.

(a) On-street parking shall be limited to a single lane of parking on a single side of any given street at any given time. At no time may vehicles be parked across from each other on opposite sides of a particular street at the same time or otherwise in a manner that obstructs the flow of traffic.

(b) Vehicles shall not be parked within fifteen (15) feet of any intersection nor within ten (10) feet of either side of any fire hydrant.

(c) Vehicles shall not be parked in a manner that obstructs the view of any oncoming traffic, particularly with respect to curves in a street.

(d) Vehicles shall not be parked in a manner that interferes with the removal of snow from the street on an as-needed basis.

(e) The owner of any vehicle that is parked on any street within The Bald Eagle Club assumes the responsibility and liability for any damage occurring as the result of the vehicle being parked on the street, including damage to or theft of the vehicle itself, as well as damage to any snow removal equipment resulting from contact with the parked car.

(f) In addition to any other rights or remedies that may otherwise be available to the Association, any vehicle that is parked on any street within The Bald Eagle Club in violation of the above provisions may be towed at the owner's expense.

Section 16.05 of the Declaration is hereby amended and restated in its entirety as follows:

16.05 Amendment.

(a) Except as otherwise provided herein, this Declaration may be amended by the affirmative vote Owners holding at least fifty-one percent (51%) of the total votes of the Association.

(b) For purposes of amending this Declaration, a vote of the Owners may be accomplished (i) by means of a written ballot circulated to the Owners by mail and returned to the Board of Trustees or its designated agent, (ii) by means of a written ballot circulated to the Owners and collected at an annual or special meeting of the Owners, or (iii) by means of an oral vote at an annual or special meeting of the Owners if the written text of the proposed amendment has been made available to all Owners attending the meeting and the number of Owners voting in favor of the proposed amendment is reasonably certain.

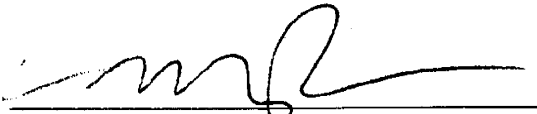
(c) An instrument evidencing any amendment shall be executed (and such signatures shall be notarized) by either (i) the President and Secretary (or any other two (2) officers) of the Association confirming that the necessary number of votes approved the amendment pursuant to this Section (in which case the Association shall maintain adequate written records evidencing such vote), or (ii) by the actual Owners representing no less than fifty-one percent (51%) of the total votes of the Association.

(d) The executed instrument evidencing an amendment shall be recorded in the offices of the Summit County Recorder and the Wasatch County Recorder."

{Remainder of Page Intentionally Left Blank}

CERTIFICATE OF ADOPTION

The undersigned hereby certify that they are the currently acting President and Secretary of The Bald Eagle Homeowners Association and that the foregoing amendments to the Declaration was duly adopted by Owners holding at least fifty-one percent (51%) of the total votes of the Association, as evidenced by the signature pages attached hereto as Exhibit A, which amendments are now in full force and effect.


 Matt Prucka, President


 Nancy Forster, Secretary
AcknowledgmentsState of Utah)

: ss.

County of Summit)

On this the 6th day of October, 2008, personally appeared before me, MATT PRUCKA, whose identity is personally known to me or has been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that he was duly authorized in his capacity as the PRESIDENT of THE BALD EAGLE HOMEOWNERS ASSOCIATION to execute the foregoing instrument on behalf of said entity, and that he executed the foregoing instrument for its stated purpose of his own voluntary act.


 Notary Public

State of _____)

: ss.

County of _____)

On this the _____ day of _____, 2008, personally appeared before me, NANCY FORSTER, whose identity is personally known to me or has been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that she was duly authorized in her capacity as the SECRETARY of THE BALD EAGLE HOMEOWNERS ASSOCIATION to execute the foregoing instrument on behalf of said entity, and that she executed the foregoing instrument for its stated purpose of her own voluntary act.


 Notary Public

2008 AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR THE BALD EAGLE CLUB AT DEER VALLEY

Page 7 of 7

CERTIFICATE OF ADOPTION

The undersigned hereby certify that they are the currently acting President and Secretary of The Bald Eagle Homeowners Association and that the foregoing amendments to the Declaration was duly adopted by Owners holding at least fifty-one percent (51%) of the total votes of the Association, as evidenced by the signature pages attached hereto as Exhibit A, which amendments are now in full force and effect.

Matt Prucka, President

Nancy Forster

Nancy Forster, Secretary

Acknowledgments

State of _____)
: ss.
County of _____)

On this the _____ day of _____, 2008, personally appeared before me, MATT PRUCKA, whose identity is personally known to me or has been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that he was duly authorized in his capacity as the PRESIDENT of THE BALD EAGLE HOMEOWNERS ASSOCIATION to execute the foregoing instrument on behalf of said entity, and that he executed the foregoing instrument for its stated purpose of his own voluntary act.

Notary Public

State of _____)
: ss.
County of _____)

*Please See attached
(Srs)*

On this the _____ day of _____, 2008, personally appeared before me, NANCY FORSTER, whose identity is personally known to me or has been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that she was duly authorized in her capacity as the SECRETARY of THE BALD EAGLE HOMEOWNERS ASSOCIATION to execute the foregoing instrument on behalf of said entity, and that she executed the foregoing instrument for its stated purpose of her own voluntary act.

Notary Public

Certificate of Acknowledgment

State of California)
 County of San Mateo)

On 10th Nov 2008 before me, Sandeep Bhalla, Notary Public,
 personally appeared

Nancy Foster,

_____, who
 proved to me on the basis of satisfactory evidence to be the person(s) whose
 name(s) is/are subscribed to the within instrument and acknowledged to me
 that he/she/~~they~~ executed the same in his/her/~~their~~ authorized capacity(ies),
 and that by his/her/~~their~~ signature(s) on the instrument the person(s), or the
 entity upon behalf of which the person(s)
 acted, executed the instrument.

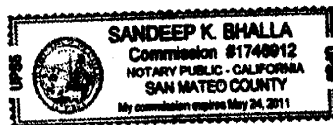
I certify under PENALTY OF PERJURY under the laws of the State of
 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Sandeep K Bhalla

Seal:



This certificate is attached to the following document:

Certificate of Adoption

of pages = 01

EXHIBIT A

| | DATE | HOMEOWNER | YES | NO |
|----|-----------|-------------------|-----|----|
| 1 | 7/16/2008 | DUNN | | NO |
| 2 | 7/20/2008 | BUCKEL | | NO |
| 3 | 7/20/2008 | BOK | YES | |
| 4 | 7/21/2008 | KATZENBERG, LOT 7 | YES | |
| 5 | 7/21/2008 | KATZENBERG, LOT 8 | YES | |
| 6 | 7/21/2008 | KAPLAN | YES | |
| 7 | 7/21/085 | MARLON | YES | |
| 8 | 7/21/2008 | CRANDALL, LOT 22 | YES | |
| 9 | 7/21/2008 | CRANDALL, LOT 41 | YES | |
| 10 | 7/21/2008 | SPAGAT | YES | |
| 11 | 7/22/2008 | RICHARDS | YES | |
| 12 | 7/23/2008 | STENT | YES | |
| 13 | 7/23/2008 | MCCGRATH | YES | |
| 14 | 7/24/2008 | C BERGE | YES | |
| 15 | 7/24/2008 | SWARTZ | YES | |
| 16 | 7/27/2008 | B BERGE | YES | |
| 17 | 7/28/2008 | WATERFIELD | YES | |
| 18 | 7/28/2008 | SAMMONS | YES | |
| 19 | 7/29/2008 | PRUCKA | YES | |
| 20 | 7/29/2008 | MOYES, LOT 46 | | NO |
| 21 | 7/29/2008 | MOYES, LOT 51 | | NO |
| 22 | 7/30/2008 | WALTER | YES | |
| 23 | 7/30/2008 | FORSTER | YES | |
| 24 | 7/30/2008 | REINHARD | YES | |
| 25 | 8/1/2008 | MEALEY | YES | |
| 26 | 8/1/2008 | GRANOFF | YES | |
| 27 | 8/1/2008 | WARNOCK | YES | |
| 28 | 8/1/2008 | HALBERT | YES | |
| 29 | 8/1/2008 | GREEN | YES | |
| 30 | 8/4/2008 | TRAYLOR | YES | |
| 31 | 8/4/2008 | LACOB | YES | |
| 32 | 8/4/2008 | GREENWOOD | YES | |
| 33 | 8/4/2008 | LEVY | YES | |
| 34 | 8/4/2008 | BINGHAM | | NO |
| 35 | 8/6/2008 | GOULD/POLK | YES | |
| 36 | 8/6/2008 | B GORDON | YES | |
| 37 | 8/6/2008 | LAWLER | YES | |
| 38 | 8/6/2008 | BURROWS | YES | |
| 39 | 8/6/2008 | FREEDMAN | | NO |
| 40 | 8/7/2008 | HORN | YES | |
| 41 | 8/7/2008 | MINOR | YES | |
| 42 | 8/7/2008 | CHODY | YES | |
| 43 | 8/7/2008 | HERBST | | NO |
| 44 | 8/7/2008 | KHOSLA | | NO |
| 45 | 8/7/2008 | KLEIN | YES | |
| 46 | 8/8/2008 | HYMAN | YES | |
| 47 | 8/11/2008 | ROACH | YES | |
| 48 | 8/13/2008 | GOMEZ | YES | |
| | | | 40 | 8 |

TOTAL VOTES 48

69% Approval
14% Non Approval

83% participation

**2008 AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
FOR
THE BALD EAGLE CLUB AT DEER VALLEY
BALLOT**

Accompanying this Ballot is a seven (7) page document entitled 2008 Amendment to the Declaration of Condominium for the Bald Eagle Club at Deer Valley.

This Ballot is to be used by Owners to indicate their vote as to the adoption of the 2008 Amendment.

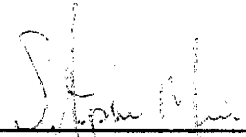
Please mark one of the following two choices:

X *Enthusiastically in favor!*
The undersigned owner(s) hereby **VOTE IN FAVOR** of and hereby consent to the 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley in the form attached hereto, which amendments address, among other things, a prohibition on the Transient Use of Units, guidelines for Special Events, on-street parking regulations, and the manner of memorializing future amendments to the Declaration.

____ The undersigned owner(s) hereby **VOTE AGAINST** the above-referenced 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley.

7965 Roanoke Ct. — Lot #10
Street Address and Lot Number

Date Signed 9/30/08


Signature of Owner
P Stephen Minor Jr
Printed Name of Owner


Signature of Owner
Sylvia Minor
Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Ent 342840 Bk 0979 Pg 0247

**2008 AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
FOR
THE BALD EAGLE CLUB AT DEER VALLEY
BALLOT**

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This Ballot is to be used by Owners to indicate their vote as to the adoption of the 2008 Amendment.

Please mark one of the following two choices:

X

The undersigned owner(s) hereby **VOTE IN FAVOR** of and hereby consent to the 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley in the form attached hereto, which amendments address, among other things, a prohibition on the Transient Use of Units, guidelines for Special Events, on-street parking regulations, and the manner of memorializing future amendments to the Declaration.

____ The undersigned owner(s) hereby **VOTE AGAINST** the above-referenced 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley.

7831 Hawk Court, Lot 25
Street Address and Lot Number

8/6/08
Date Signed


Signature of Owner

Cance Chedy
Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Ent 342840 Bk 0979 Pg 0248

**2008 AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
FOR
THE BALD EAGLE CLUB AT DEER VALLEY
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This Ballot is to be used by Owners to indicate their vote as to the adoption of the 2008 Amendment.

Please mark one of the following two choices:

☒

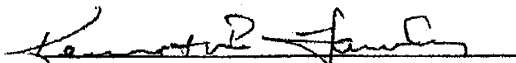
The undersigned owner(s) hereby **VOTE IN FAVOR** of and hereby consent to the 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley in the form attached hereto, which amendments address, among other things, a prohibition on the Transient Use of Units, guidelines for Special Events, on-street parking regulations, and the manner of memorializing future amendments to the Declaration.

☐

The undersigned owner(s) hereby **VOTE AGAINST** the above-referenced 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley.

7975 BALD EAGLE DRIVE
Street Address and Lot Number

8/6/08
Date Signed


Signature of Owner

KENNETH P. LAWLER
Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

**2008 AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
FOR
THE BALD EAGLE CLUB AT DEER VALLEY
BALLOT**

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This Ballot is to be used by Owners to indicate their vote as to the adoption of the 2008 Amendment.

Please mark one of the following two choices:

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☐ The undersigned owner(s) hereby **VOTE AGAINST** the above-referenced 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley.

7825 FALCON CT
Street Address and Lot Number

7/25/08
Date Signed

[Signature]
Signature of Owner

JAMES BURROWS
Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Ent 342840 Bk 0979 Pg 0250

**2008 AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
FOR
THE BALD EAGLE CLUB AT DEER VALLEY
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☐ The undersigned owner(s) hereby **VOTE AGAINST** the above-referenced 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley.

Lot #54 7885 BALD EAGLE DR
Street Address and Lot Number

8/6/08
Date Signed

Burton L. Gordon
Signature of Owner

BURTON L. GORDON
Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

**2008 AMENDMENT
TO THE
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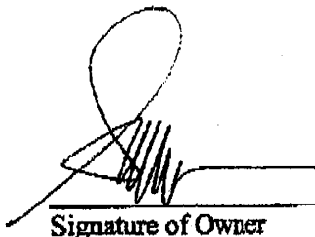
Please mark one of the following two choices:



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____ The undersigned owner(s) hereby **VOTE AGAINST** the above-referenced 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley.

LOT 24
Street Address and Lot Number


Signature of Owner

8-5-08
Date Signed

Amy L. Gould
Printed Name of Owner


Signature of Owner

Matthew S. Blk, Jr.
Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Ent 342840 Bk 0979 Pg 0252

**2008 AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
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BALLOT**

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This Ballot is to be used by Owners to indicate their vote as to the adoption of the 2008 Amendment.

Please mark one of the following two choices:

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☐ The undersigned owner(s) hereby **VOTE AGAINST** the above-referenced 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley.

~~8012~~ 8012 BALD EAGLE DR
Street Address and Lot Number

8/4/08
Date Signed

FRANK L. LEVY
Signature of Owner

Frank L. Levy
Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Ent 342840 Bk 0979 Pg 0253

**2008 AMENDMENT
TO THE
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FOR
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☐ The undersigned owner(s) hereby **VOTE AGAINST** the above-referenced 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley.

1893 Red Tail Court
Street Address and Lot Number

8/4/08
Date Signed

[Signature]
Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

8-4-08

Ent 342840 Bk 0979 Pg 0254

**2008 AMENDMENT
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☐ The undersigned owner(s) hereby **VOTE AGAINST** the above-referenced 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley.

7840 Hawk Court Lot #33
Street Address and Lot Number

July 27, 2008
Date Signed

Laurie K. Jacobs
Signature of Owner

Laurie K. Jacobs
Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

8-4-08

**2008 AMENDMENT
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☐ The undersigned owner(s) hereby **VOTE AGAINST** the above-referenced 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley.

7933 BALD EAGLE DR., LOT # 11
Street Address and Lot Number

7/29/08
Date Signed

Glen R. Traylor
Signature of Owner

GLEN R. TRAYLOR
Printed Name of Owner

Nancy K. Traylor
Signature of Owner

NANCY K. TRAYLOR
Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

FAX: 435-655-7119

Ent 342840 Bk 0979 Pg 0256

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☐ The undersigned owner(s) hereby **VOTE AGAINST** the above-referenced 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley.

8025 Bald Eagle Lot #48
Street Address and Lot Number

7/19/08
Date Signed

TJ B. Green
Signature of Owner

Thomas B. Green
Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

8-1-08

**2008 AMENDMENT
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This Ballot is to be used by Owners to indicate their vote as to the adoption of the 2008 Amendment.

Please mark one of the following two choices:

☒ The undersigned owner(s) hereby **VOTE IN FAVOR** of and hereby consent to the 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley in the form attached hereto, which amendments address, among other things, a prohibition on the Transient Use of Units, guidelines for Special Events, on-street parking regulations, and the manner of memorializing future amendments to the Declaration.

☐ The undersigned owner(s) hereby **VOTE AGAINST** the above-referenced 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley.

7905 Bald Eagle Drive - Unit 13
Street Address and Lot Number

8/1/08
Date Signed


Signature of Owner

David D. Halbert
Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

8-108

Ent 342840 Bk 0979 Pg 0258

**2008 AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
FOR
THE BALD EAGLE CLUB AT DEER VALLEY
BALLOT**

Accompanying this Ballot is a seven (7) page document entitled 2008 Amendment to the Declaration of Condominium for the Bald Eagle Club at Deer Valley.

This Ballot is to be used by Owners to indicate their vote as to the adoption of the 2008 Amendment.

Please mark one of the following two choices:

☒ The undersigned owner(s) hereby **VOTE IN FAVOR** of and hereby consent to the 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley in the form attached hereto, which amendments address, among other things, a prohibition on the Transient Use of Units, guidelines for Special Events, on-street parking regulations, and the manner of memorializing future amendments to the Declaration.

☐ The undersigned owner(s) hereby **VOTE AGAINST** the above-referenced 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley.

7950 BALD EAGLE DRIVE
Street Address and Lot Number

Aug 1, 2008
Date Signed

[Signature]
Signature of Owner

JOHN E. WERNICK
Printed Name of Owner

[Signature]
Signature of Owner

MARVA WERNICK
Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

8-1-08

Ent 342840 Bk 0979 Pg 0259

**2008 AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
FOR
THE BALD EAGLE CLUB AT DEER VALLEY
BALLOT**

Accompanying this Ballot is a seven (7) page document entitled 2008 Amendment to the Declaration of Condominium for the Bald Eagle Club at Deer Valley.

This Ballot is to be used by Owners to indicate their vote as to the adoption of the 2008 Amendment.

Please mark one of the following two choices:

☒ The undersigned owner(s) hereby **VOTE IN FAVOR** of and hereby consent to the 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley in the form attached hereto, which amendments address, among other things, a prohibition on the Transient Use of Units, guidelines for Special Events, on-street parking regulations, and the manner of memorializing future amendments to the Declaration.

☐ The undersigned owner(s) hereby **VOTE AGAINST** the above-referenced 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley.

75411 FALCON CT

Street Address and Lot Number

8/1/08
Date Signed

Martin J. Granoff
Signature of Owner

MARTIN J. GRANOFF
Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

8-100

Ent 342840 Bk 0979 Pg 0260

**2008 AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
FOR
THE BALD EAGLE CLUB AT DEER VALLEY
BALLOT**

Accompanying this Ballot is a seven (7) page document entitled 2008 Amendment to the Declaration of Condominium for the Bald Eagle Club at Deer Valley.

This Ballot is to be used by Owners to indicate their vote as to the adoption of the 2008 Amendment.

Please mark one of the following two choices:

☒ The undersigned owner(s) hereby **VOTE IN FAVOR** of and hereby consent to the 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley in the form attached hereto, which amendments address, among other things, a prohibition on the Transient Use of Units, guidelines for Special Events, on-street parking regulations, and the manner of memorializing future amendments to the Declaration.

☐ The undersigned owner(s) hereby **VOTE AGAINST** the above-referenced 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley.

801 Bald Eagle Dr #49
Street Address and Lot Number

July 30 2008
Date Signed

[Signature]
Signature of Owner

Michael P. MEALEY
Printed Name of Owner

[Signature]
Signature of Owner

JUDITH M. MEALEY
Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Ent 342840 Bk 0979 Pg 0261

**2008 AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
FOR
THE BALD EAGLE CLUB AT DEER VALLEY
BALLOT**

Accompanying this Ballot is a seven (7) page document entitled 2008 Amendment to the Declaration of Condominium for the Bald Eagle Club at Deer Valley.

This Ballot is to be used by Owners to indicate their vote as to the adoption of the 2008 Amendment.

Please mark one of the following two choices:

☒ The undersigned owner(s) hereby **VOTE IN FAVOR** of and hereby consent to the 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley in the form attached hereto, which amendments address, among other things, a prohibition on the Transient Use of Units, guidelines for Special Events, on-street parking regulations, and the manner of memorializing future amendments to the Declaration.

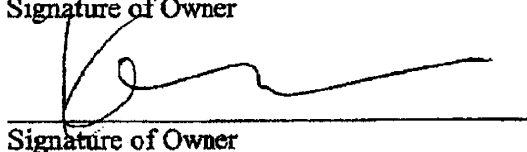
☐ The undersigned owner(s) hereby **VOTE AGAINST** the above-referenced 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley.

#31, 7854 HAWK COURT
Street Address and Lot Number


Signature of Owner

7/30/08
Date Signed

ROSE-LEE REINHARD
Printed Name of Owner


Signature of Owner

KEITH REINHARD
Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Ent 342840 Bk 0979 Pg 0262

**2008 AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
FOR
THE BALD EAGLE CLUB AT DEER VALLEY
BALLOT**

Accompanying this Ballot is a seven (7) page document entitled 2008 Amendment to the Declaration of Condominium for the Bald Eagle Club at Deer Valley.

This Ballot is to be used by Owners to indicate their vote as to the adoption of the 2008 Amendment.

Please mark one of the following two choices:

☒ The undersigned owner(s) hereby **VOTE IN FAVOR** of and hereby consent to the 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley in the form attached hereto, which amendments address, among other things, a prohibition on the Transient Use of Units, guidelines for Special Events, on-street parking regulations, and the manner of memorializing future amendments to the Declaration.

☐ The undersigned owner(s) hereby **VOTE AGAINST** the above-referenced 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley.

7996 Bald Eagle Dr
Street Address and Lot Number

7/30/08
Date Signed


Signature of Owner

R. Patrick Forster
Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Ent 342840 Bk 0979 Pg 0263

**2008 AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
FOR
THE BALD EAGLE CLUB AT DEER VALLEY
BALLOT**

Accompanying this Ballot is a seven (7) page document entitled 2008 Amendment to the Declaration of Condominium for the Bald Eagle Club at Deer Valley.

This Ballot is to be used by Owners to indicate their vote as to the adoption of the 2008 Amendment.

Please mark one of the following two choices:

☒ The undersigned owner(s) hereby **VOTE IN FAVOR** of and hereby consent to the 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley in the form attached hereto, which amendments address, among other things, a prohibition on the Transient Use of Units, guidelines for Special Events, on-street parking regulations, and the manner of memorializing future amendments to the Declaration.

☐ The undersigned owner(s) hereby **VOTE AGAINST** the above-referenced 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley.

7939 Red Tail Court - #14
Street Address and Lot Number

7/28/08
Date Signed


Signature of Owner

Robert D Walter
Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Ent 342840 Bk 0979 Pg 0264

**2008 AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
FOR
THE BALD EAGLE CLUB AT DEER VALLEY
BALLOT**

Accompanying this Ballot is a seven (7) page document entitled 2008 Amendment to the Declaration of Condominium for the Bald Eagle Club at Deer Valley.

This Ballot is to be used by Owners to indicate their vote as to the adoption of the 2008 Amendment.

Please mark one of the following two choices:




The undersigned owner(s) hereby **VOTE IN FAVOR** of and hereby consent to the 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley in the form attached hereto, which amendments address, among other things, a prohibition on the Transient Use of Units, guidelines for Special Events, on-street parking regulations, and the manner of memorializing future amendments to the Declaration.

The undersigned owner(s) hereby **VOTE AGAINST** the above-referenced 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley.

7865 Hawk Court # 28

Street Address and Lot Number

7/29/08
Date Signed


Signature of Owner

M. Henry W. Puck
Printed Name of Owner


Signature of Owner

Sheryl S. Puck
Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Ent 342840 Bk 0979 Pg 0265

**2008 AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
FOR
THE BALD EAGLE CLUB AT DEER VALLEY
BALLOT**

Accompanying this Ballot is a seven (7) page document entitled 2008 Amendment to the Declaration of Condominium for the Bald Eagle Club at Deer Valley.

This Ballot is to be used by Owners to indicate their vote as to the adoption of the 2008 Amendment.

Please mark one of the following two choices:

☒ The undersigned owner(s) hereby **VOTE IN FAVOR** of and hereby consent to the 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley in the form attached hereto, which amendments address, among other things, a prohibition on the Transient Use of Units, guidelines for Special Events, on-street parking regulations, and the manner of memorializing future amendments to the Declaration.

☐ The undersigned owner(s) hereby **VOTE AGAINST** the above-referenced 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley.

RED TAIL COURT Lot 21
Street Address and Lot Number

7/28/08
Date Signed

MOUNTAIN SEAS DEV L.P.
by BF Summers, VP.
Signature of Owner

BF SUMMERS, VP.
Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

**2008 AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
FOR
THE BALD EAGLE CLUB AT DEER VALLEY
BALLOT**

Accompanying this Ballot is a seven (7) page document entitled 2008 Amendment to the Declaration of Condominium for the Bald Eagle Club at Deer Valley.

This Ballot is to be used by Owners to indicate their vote as to the adoption of the 2008 Amendment.

Please mark one of the following two choices:

☒

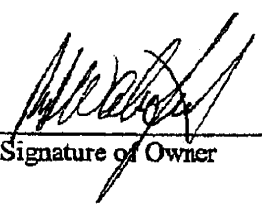
The undersigned owner(s) hereby **VOTE IN FAVOR** of and hereby consent to the 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley in the form attached hereto, which amendments address, among other things, a prohibition on the Transient Use of Units, guidelines for Special Events, on-street parking regulations, and the manner of memorializing future amendments to the Declaration.

☐ The undersigned owner(s) hereby **VOTE AGAINST** the above-referenced 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley.

7848 HAWK CT.

Street Address and Lot Number

7/26/08
Date Signed


Signature of Owner

RICHARD D. WATERFIELD
Printed Name of Owner
MANAGING MEMBER OF
HAWKEYE LODGE, LLC

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Ent 342840 Bk 0979 Pg 0267

**2008 AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
FOR
THE BALD EAGLE CLUB AT DEER VALLEY
BALLOT**

Accompanying this Ballot is a seven (7) page document entitled 2008 Amendment to the Declaration of Condominium for the Bald Eagle Club at Deer Valley.

This Ballot is to be used by Owners to indicate their vote as to the adoption of the 2008 Amendment.

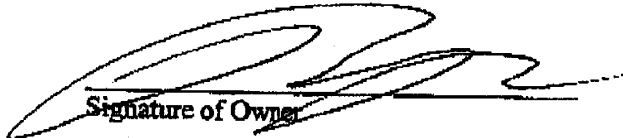
Please mark one of the following two choices:

☒ The undersigned owner(s) hereby **VOTE IN FAVOR** of and hereby consent to the 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley in the form attached hereto, which amendments address, among other things, a prohibition on the Transient Use of Units, guidelines for Special Events, on-street parking regulations, and the manner of memorializing future amendments to the Declaration.

☐ The undersigned owner(s) hereby **VOTE AGAINST** the above-referenced 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley.

796B Bodmer Court
Street Address and Lot Number

2-25-08
Date Signed


Signature of Owner

BRENT BERCO
Printed Name of Owner

Deborah Berco
Signature of Owner

Deborah Berco
Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Ent 342840 Bk 0979 Pg 0268

**2008 AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
FOR
THE BALD EAGLE CLUB AT DEER VALLEY
BALLOT**

Accompanying this Ballot is a seven (7) page document entitled 2008 Amendment to the Declaration of Condominium for the Bald Eagle Club at Deer Valley.

This Ballot is to be used by Owners to indicate their vote as to the adoption of the 2008 Amendment.

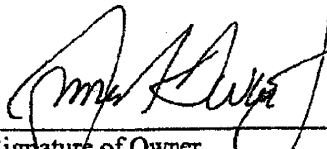
Please mark one of the following two choices:

X The undersigned owner(s) hereby **VOTE IN FAVOR** of and hereby consent to the 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley in the form attached hereto, which amendments address, among other things, a prohibition on the Transient Use of Units, guidelines for Special Events, on-street parking regulations, and the manner of memorializing future amendments to the Declaration.

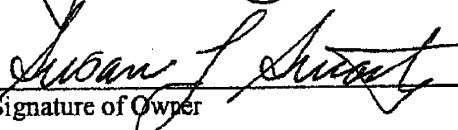
_____ The undersigned owner(s) hereby **VOTE AGAINST** the above-referenced 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley.

7745 BALD EAGLE DRIVE / LOT #36
Street Address and Lot Number

7/24/08
Date Signed


Signature of Owner

JAMES R. SWARTZ
Printed Name of Owner


Signature of Owner

SUSAN L. SWARTZ
Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

7-24-08

Ent 342840 Bk 0979 Pg 0269

**2008 AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
FOR
THE BALD EAGLE CLUB AT DEER VALLEY
BALLOT**

Accompanying this Ballot is a seven (7) page document entitled 2008 Amendment to the Declaration of Condominium for the Bald Eagle Club at Deer Valley.

This Ballot is to be used by Owners to indicate their vote as to the adoption of the 2008 Amendment.

Please mark one of the following two choices:

X The undersigned owner(s) hereby **VOTE IN FAVOR** of and hereby consent to the 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley in the form attached hereto, which amendments address, among other things, a prohibition on the Transient Use of Units, guidelines for Special Events, on-street parking regulations, and the manner of memorializing future amendments to the Declaration.

_____ The undersigned owner(s) hereby **VOTE AGAINST** the above-referenced 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley.

7915 BALD EAGLE DRIVE LOT 12
Street Address and Lot Number

7-24-08
Date Signed

Craig M. Berge
Signature of Owner

CRAIG M. BERGE
Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

7-23-08

**2008 AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
FOR
THE BALD EAGLE CLUB AT DEER VALLEY
BALLOT**

Accompanying this Ballot is a seven (7) page document entitled 2008 Amendment to the Declaration of Condominium for the Bald Eagle Club at Deer Valley.

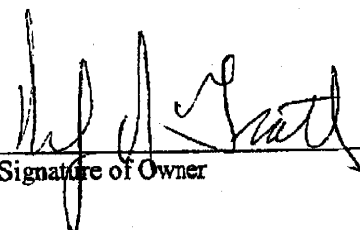
This Ballot is to be used by Owners to indicate their vote as to the adoption of the 2008 Amendment.

Please mark one of the following two choices:

☒ The undersigned owner(s) hereby **VOTE IN FAVOR** of and hereby consent to the 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley in the form attached hereto, which amendments address, among other things, a prohibition on the Transient Use of Units, guidelines for Special Events, on-street parking regulations, and the manner of memorializing future amendments to the Declaration.

☐ The undersigned owner(s) hereby **VOTE AGAINST** the above-referenced 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley.

7825 BALD EAGLE DR. LOT #58
Street Address and Lot Number


Signature of Owner

7/23/08
Date Signed

M.J. McGRATH.
Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

00861889 Page 35 of 69 Summit County
Printed Name of Owner

Ent 342840 Bk 0979 Pg 0271

**2008 AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
FOR
THE BALD EAGLE CLUB AT DEER VALLEY
BALLOT**

Accompanying this Ballot is a seven (7) page document entitled 2008 Amendment to the Declaration of Condominium for the Bald Eagle Club at Deer Valley.

This Ballot is to be used by Owners to indicate their vote as to the adoption of the 2008 Amendment.

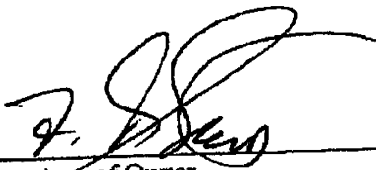
Please mark one of the following two choices:

☒ The undersigned owner(s) hereby **VOTE IN FAVOR** of and hereby consent to the 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley in the form attached hereto, which amendments address, among other things, a prohibition on the Transient Use of Units, guidelines for Special Events, on-street parking regulations, and the manner of memorializing future amendments to the Declaration.

☐ The undersigned owner(s) hereby **VOTE AGAINST** the above-referenced 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley.

7948 RED TAIL Cr
Street Address and Lot Number

7/23/08
Date Signed


Signature of Owner

F. T. STENT
Printed Name of Owner

Margaret D. Stent
Signature of Owner

MARGARET STENT
Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Ent 342840 Bk 0979 Pg 0272

**2008 AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
FOR
THE BALD EAGLE CLUB AT DEER VALLEY
BALLOT**

Accompanying this Ballot is a seven (7) page document entitled 2008 Amendment to the Declaration of Condominium for the Bald Eagle Club at Deer Valley.

This Ballot is to be used by Owners to indicate their vote as to the adoption of the 2008 Amendment.

Please mark one of the following two choices:

☒ The undersigned owner(s) hereby **VOTE IN FAVOR** of and hereby consent to the 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley in the form attached hereto, which amendments address, among other things, a prohibition on the Transient Use of Units, guidelines for Special Events, on-street parking regulations, and the manner of memorializing future amendments to the Declaration.

☐ The undersigned owner(s) hereby **VOTE AGAINST** the above-referenced 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley.

7955 Red Tail Court, Lot #44
Street Address and Lot Number

7/22/08
Date Signed


Signature of Owner

STAN RICHARDS
Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

7-24-08

Ent 342840 Bk 0979 Pg 0273

**2008 AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
FOR
THE BALD EAGLE CLUB AT DEER VALLEY
BALLOT**

Accompanying this Ballot is a seven (7) page document entitled 2008 Amendment to the Declaration of Condominium for the Bald Eagle Club at Deer Valley.

This Ballot is to be used by Owners to indicate their vote as to the adoption of the 2008 Amendment.

Please mark one of the following two choices:

☒ The undersigned owner(s) hereby **VOTE IN FAVOR** of and hereby consent to the 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley in the form attached hereto, which amendments address, among other things, a prohibition on the Transient Use of Units, guidelines for Special Events, on-street parking regulations, and the manner of memorializing future amendments to the Declaration.

☐ The undersigned owner(s) hereby **VOTE AGAINST** the above-referenced 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley.

7954 Roanoke Ct
Street Address and Lot Number

7/21/08
Date Signed

[Signature]
Signature of Owner

MAST SPAGAT
Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Ent 342840 Bk 0979 Pg 0274

**2008 AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
FOR
THE BALD EAGLE CLUB AT DEER VALLEY
BALLOT**

Accompanying this Ballot is a seven (7) page document entitled 2008 Amendment to the Declaration of Condominium for the Bald Eagle Club at Deer Valley.

This Ballot is to be used by Owners to indicate their vote as to the adoption of the 2008 Amendment.

Please mark one of the following two choices:

☒ The undersigned owner(s) hereby **VOTE IN FAVOR** of and hereby consent to the 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley in the form attached hereto, which amendments address, among other things, a prohibition on the Transient Use of Units, guidelines for Special Events, on-street parking regulations, and the manner of memorializing future amendments to the Declaration.

☐ The undersigned owner(s) hereby **VOTE AGAINST** the above-referenced 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley.

7902 Red Willow Court 7935 Falcon Court - Lots 22 & 41
Street Address and Lot Number

July 21, 2008
Date Signed

J. Taylor Crandall
Signature of Owner

J. Taylor Crandall
Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Ent 342840 Bk 0979 Pg 0275

**2008 AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
FOR
THE BALD EAGLE CLUB AT DEER VALLEY
BALLOT**

Accompanying this Ballot is a seven (7) page document entitled 2008 Amendment to the Declaration of Condominium for the Bald Eagle Club at Deer Valley.

This Ballot is to be used by Owners to indicate their vote as to the adoption of the 2008 Amendment.

Please mark one of the following two choices:

☒ The undersigned owner(s) hereby **VOTE IN FAVOR** of and hereby consent to the 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley in the form attached hereto, which amendments address, among other things, a prohibition on the Transient Use of Units, guidelines for Special Events, on-street parking regulations, and the manner of memorializing future amendments to the Declaration.

☐ The undersigned owner(s) hereby **VOTE AGAINST** the above-referenced 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley.

7853 Hawk Ct #27
Street Address and Lot Number

7.18.08
Date Signed

Anthony M. Moore
Signature of Owner

Anthony Marlon
Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Ent 342840 Bk 0979 Pg 0276

**2008 AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
FOR
THE BALD EAGLE CLUB AT DEER VALLEY
BALLOT**

Accompanying this Ballot is a seven (7) page document entitled 2008 Amendment to the Declaration of Condominium for the Bald Eagle Club at Deer Valley.

This Ballot is to be used by Owners to indicate their vote as to the adoption of the 2008 Amendment.

Please mark one of the following two choices:

X The undersigned owner(s) hereby **VOTE IN FAVOR** of and hereby consent to the 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley in the form attached hereto, which amendments address, among other things, a prohibition on the Transient Use of Units, guidelines for Special Events, on-street parking regulations, and the manner of memorializing future amendments to the Declaration.

_____ The undersigned owner(s) hereby **VOTE AGAINST** the above-referenced 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley.

7985 Bald Eagle Drive / Lot # 50
Street Address and Lot Number

7/24/08
Date Signed

, trustee
Signature of Owner

Jean M. Kaplan, trustee for
Printed Name of Owner Kaplan Living Trust 3-10-04

, Trustee
Signature of Owner

Stephen Kaplan, Trustee for
Printed Name of Owner Kaplan Living Trust 3-10-04

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

**2008 AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
FOR
THE BALD EAGLE CLUB AT DEER VALLEY
BALLOT**

Accompanying this Ballot is a seven (7) page document entitled 2008 Amendment to the Declaration of Condominium for the Bald Eagle Club at Deer Valley.

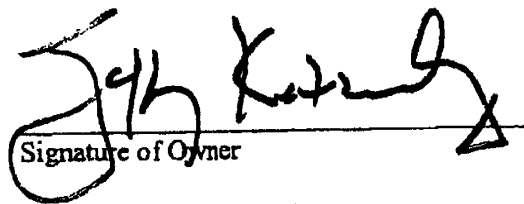
This Ballot is to be used by Owners to indicate their vote as to the adoption of the 2008 Amendment.

☒ **Please mark one of the following two choices:**

The undersigned owner(s) hereby **VOTE IN FAVOR** of and hereby consent to the 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley in the form attached hereto, which amendments address, among other things, a prohibition on the Transient Use of Units, guidelines for Special Events, on-street parking regulations, and the manner of memorializing future amendments to the Declaration.

____ The undersigned owner(s) hereby **VOTE AGAINST** the above-referenced 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley.

8996 Roamer Court Lots 7 & 8
Street Address and Lot Number


Signature of Owner

Date Signed

JEFFREY KATZENBERG
Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

**2008 AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
FOR
THE BALD EAGLE CLUB AT DEER VALLEY
BALLOT**

Accompanying this Ballot is a seven (7) page document entitled 2008 Amendment to the Declaration of Condominium for the Bald Eagle Club at Deer Valley.

This Ballot is to be used by Owners to indicate their vote as to the adoption of the 2008 Amendment.

✓ **Please mark one of the following two choices:**

The undersigned owner(s) hereby **VOTE IN FAVOR** of and hereby consent to the 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley in the form attached hereto, which amendments address, among other things, a prohibition on the Transient Use of Units, guidelines for Special Events, on-street parking regulations, and the manner of memorializing future amendments to the Declaration.

_____ The undersigned owner(s) hereby **VOTE AGAINST** the above-referenced 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley.

7876 HAWK COURT PARK CITY, UT 84060 LOT 29
Street Address and Lot Number

7/31/08
Date Signed

Cindy Horn
Signature of Owner

CINDY HORN
Printed Name of Owner

[Signature]
Signature of Owner

ALAN HORN
Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Ent 342840 Bk 0979 Pg 0279

**2008 AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
FOR
THE BALD EAGLE CLUB AT DEER VALLEY
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☐ The undersigned owner(s) hereby **VOTE AGAINST** the above-referenced 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley.

7901 Red Tail Court
Street Address and Lot Number

8.8.08
Date Signed

Caroline Hyman
Signature of Owner

CAROLINE HYMAN
Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

**2008 AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
FOR
THE BALD EAGLE CLUB AT DEER VALLEY
BALLOT**

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☐ The undersigned owner(s) hereby **VOTE AGAINST** the above-referenced 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley.

7875 Bald Eagle Dr.
Street Address and Lot Number

8/13/08
Date Signed


Signature of Owner

Bruce Gomez
Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

**2008 AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
FOR
THE BALD EAGLE CLUB AT DEER VALLEY
BALLOT**

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☐ The undersigned owner(s) hereby **VOTE AGAINST** the above-referenced 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley.

7934 PARKER CT LOT 6
Street Address and Lot Number

7.21.08
Date Signed

[Signature]
Signature of Owner

A. Bok
Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Ent 342840 Bk 0979 Pg 0282

**2008 AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
FOR
THE BALD EAGLE CLUB AT DEER VALLEY
BALLOT**

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☐ The undersigned owner(s) hereby **VOTE AGAINST** the above-referenced 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley.

7975 Roemer Court, Lot # 9
Street Address and Lot Number

August 7, 2008
Date Signed

[Signature]
Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

**2008 AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
FOR
THE BALD EAGLE CLUB AT DEER VALLEY
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☐ The undersigned owner(s) hereby **VOTE AGAINST** the above-referenced 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley.

7960 Red Tail Ct., Lot # 1
Street Address and Lot Number

8/11/08
Date Signed

Signature of Owner

V. Eric Roach
Printed Name of Owner

Signature of Owner

Margaret A. Roach
Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

**2008 AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
FOR
THE BALD EAGLE CLUB AT DEER VALLEY
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☒ The undersigned owner(s) hereby **VOTE AGAINST** the above-referenced 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley.

7865 Bald Eagle Dr
Street Address and Lot Number

7/16/08

Date Signed

David J. Durn
Signature of Owner

DAVID J. DURN
Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner
00861889 Page 49 of 69 Summit County

Signature of Owner

Printed Name of Owner

I voted against the amendment because the club is reassigning 5.16 which allows for commercial development on the club property which could include time share... Condominium... etc. D. J. Durn

**2008 AMENDMENT
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☒ The undersigned owner(s) hereby **VOTE AGAINST** the above-referenced 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley.

7880 Redtail Ct #23
Street Address and Lot Number

July 26 2008
Date Signed

[Signature]
Signature of Owner

L. M. Trust
Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

4.82

Ent 342840 Bk 0979 Pg 0286

**2008 AMENDMENT
TO THE
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☒ The undersigned owner(s) hereby **VOTE AGAINST** the above-referenced 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley.

8042 Bald Eagle Drive BE46
Street Address and Lot Number

7-27-08
Date Signed


Signature of Owner

Jerry Myers
Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Ent 342840 Bk 0979 Pg 0281²

**2008 AMENDMENT
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☒ The undersigned owner(s) hereby **VOTE AGAINST** the above-referenced 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley.

1970 Bald Eagle Drive BES1
Street Address and Lot Number

7-22-08
Date Signed


Signature of Owner

Jerry Mayes
Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Ent 342840 Bk 0979 Pg 0288

**2008 AMENDMENT
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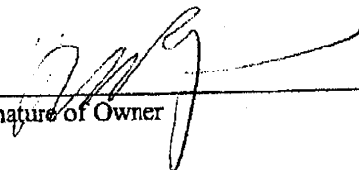
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- ✓ _____ The undersigned owner(s) hereby **VOTE AGAINST** the above-referenced 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley.

Street Address and Lot Number

August 4, 2008
Date Signed


Signature of Owner

H. Raymond Bingham
Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

**2008 AMENDMENT
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☒ The undersigned owner(s) hereby **VOTE AGAINST** the above-referenced 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley.

3030 Bald Eagle Drive # 45
Street Address and Lot Number

8/6/08
Date Signed

[Signature]
Signature of Owner

Kristen
Printed Name of Owner

[Signature]
Signature of Owner

Flora F. Brown
Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

**2008 AMENDMENT
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☒ The undersigned owner(s) hereby **VOTE AGAINST** the above-referenced 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley.

Street Address and Lot Number

August 6, 2008
Date Signed

Vinod Khosla
Signature of Owner

VINOD KHOSLA
Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

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☒ The undersigned owner(s) hereby **VOTE AGAINST** the above-referenced 2008 Amendment of the Declaration of Condominium for The Bald Eagle Club at Deer Valley.

7146 BALD EAGLE DRIVE
Street Address and Lot Number

7/29/08
Date Signed


Signature of Owner

JERRY HERBST
Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

EXHIBIT B

PARCEL A:

BEGINNING at a point which is South 330.17 feet and East 1764.21 feet from the Southwest corner of Section 22, Township 2 South, Range 4 East, Salt Lake Base and Meridian; thence the following courses: 1) thence North 20°33'06" East, 800.00 feet; 2) thence South 50°11'00" East, 139.97 feet; 3) thence South 18°57'10" West, 305.00 feet; 4) thence South 10°08'49" East, 69.31 feet; 5) thence South 18°15'58" East, 88.55 feet; 6) thence South 29°35'41" West, 385.00 feet; 7) thence North 50°09'18" West, 181.19 feet to the point of BEGINNING.

TOGETHER WITH a non-exclusive easement and right of way for ingress and egress and public utilities, more particularly described as follows:

BALD EAGLE ROAD:

BEGINNING at a point which is South 40.90 feet and East 1223.67 feet from the Southwest corner of Section 22, Township 2 South, Range 4 East, Salt Lake Base and Meridian; thence along the centerline of a 60 foot wide private road, for the purpose of ingress and egress to the Bald Eagle Community Subdivision, as shown on the official plat herein, and described as follows: South 76°54'53" East 34.97 feet; thence South 63°26'26" East 132.81 feet, across the long chord of a 284.99 foot radius curve to the right and subtended by a central angle of 26°56'53"; thence South 49°58'00" East 254.87 feet; thence South 24°59'00" East 244.97 feet, across the long chord of a 290 foot radius curve to the right and subtended by a central angle of 49°58'00"; thence South 70.47 feet; thence South 11°30'00" East 132.78 feet, across the long chord of a 330 foot radius curve to the left and subtended by a central angle of 23°00'00"; thence South 23°00'00" East 145.02 feet; thence South 8°15'00" West 84.04 feet, across the long chord of a 81 foot radius curve to the right and subtended by a central angle of 62°39'59"; thence South 39°29'59" West 61.46 feet to the Bald Eagle Community Subdivision Boundary Line.

ALSO TOGETHER WITH the following described easement:

BEGINNING at a point that is South 257.86 feet and East 2137.89 feet from the Southwest corner of Section 22, Township 2 South, Range 4 East, Salt Lake Base and Meridian; thence along the centerline of a 50 foot wide road, for the purpose of ingress and egress, and for utility construction and maintenance to Units 39 thru 42, and more specifically described as follows: North 45°54'56" West 76.40 feet to the point of tangency of a 237.15 foot radius curve to the right; thence along the centerline of said curve 39.12 feet, more or less, to the Boundary Line of the above described Parcel A.

PARCEL B:

BEGINNING at a point which is 519.326 feet North and 2683.768 feet East from the Southwest corner of Section 22, Township 2 South, Range 4 East, Salt Lake Base and Meridian; thence from said point of beginning, the following courses: 1) thence North 37°56'33" East, a distance

Page 1

of 114.73 feet; 2) thence North 39°27'24" East, a distance of 43.84 feet; 3) thence North 41°47'50" East, a distance of 326.29 feet; 4) thence South 86°30'00" East, a distance of 283.36 feet; 5) thence South 72°00'00" East, a distance of 116.00 feet; 6) thence South 24°02'46" West, a distance of 120.00 feet; 7) thence South 42°36'03" West, a distance of 139.33 feet; 8) thence South 79°45'09" West, a distance of 575.00 feet to said point of BEGINNING.

TOGETHER WITH the above described easement for Bald Eagle Road.

ALSO TOGETHER WITH the following described easement:

BEGINNING at a point that is North 513.60 feet and East 3073.69 feet from the Southwest corner of Section 22, Township 2 South, Range 4 East, Salt Lake Base and Meridian; thence along the boundary line a 50 foot wide road, for the purpose of ingress and egress, and for utility construction and maintenance to Units 6 thru 9, and more specifically described as follows: North 13°56'53" West 60.67 feet; thence Northwesterly along the arc of a 15 foot radius curve to the left to the boundary of the above mentioned Units 6 thru 9; thence along said boundary line North 79°45'09" East 80.17 feet; thence Southwesterly along the arc of a 15 foot radius curve to the left 24.53 feet; thence South 13°56'53" East 58.73 feet; thence South 79°45'09" West 50.10 feet to the point of BEGINNING.

PARCEL C:

BEGINNING at a point which is 347.192 feet North and 3422.338 feet East of the Southwest corner of Section 22, Township 2 South, Range 4 East, Salt Lake Base and Meridian and running thence the following courses: 1) North 47°02'14" East, a distance of 20.77 feet to a point on a 55.00 foot radius curve to the right, said curve having a central angle of 50°55'09", and a center bearing South 42°57'46" East; 2) thence along the arc of said curve 48.87 feet; 3) thence South 82°02'37" East, a distance of 58.56 feet; 4) thence North 00°00'00" East, a distance of 62.79 feet; 5) thence North 39°55'00" East, a distance of 205.52 feet; 6) thence North 24°47'43" East, a distance of 109.18 feet; 7) thence North 62°00'01" West, a distance of 214.57 feet; 8) thence South 24°02'46" West, a distance of 230.71 feet; 9) thence South 08°04'05" West, a distance of 108.93 feet; 10) thence South 01°18'43" East, a distance of 122.02 feet to the point of BEGINNING.

TOGETHER WITH the above described easement for bald Eagle Road.

ALSO TOGETHER WITH the following described easements

BEGINNING at a point which is North 349.05 feet and East 3,422.28 feet from the Southwest corner of Section 22, Township 2 South, Range 4 East, Salt Lake Base and Meridian; thence along the boundary line of a 50 foot wide road, for the purpose of ingress and egress, and for the utility construction and maintenance to Unit 3, the following courses: North 01°18'43" West 63.89 feet, to a point on a 105 foot radius curve, said curve having a chord bearing of South

Page 2

52°59'50" West and a chord length of 21.81 feet and a central angle of 11°55'13"; thence Southwesterly along said curve a distance of 21.84 feet; thence South 47°02'14" West 46.24 feet; thence South 04°24'01" East 0.73 feet; thence South 16°46'58" East 55.71 feet; thence North 47°02'14" East 49.94 feet to the point of BEGINNING.

PARCEL D:

BEGINNING at a point which is 877.544 feet South and 1809.595 feet East of the Southwest corner of Section 22, Township 2 South, Range 4 East, Salt Lake Base and Meridian; thence from said point of beginning the following courses: 1) North 43°15'49" East, a distance of 140.00 feet; 2) thence North 41°00'01" East, a distance of 195.00 feet; 3) thence North 00°09'38" East, a distance of 222.00 feet; 4) thence North 30°58'56" East, a distance of 135.94 feet; 5) thence North 46°33'24" East, a distance of 100.11 feet; 6) thence North 61°49'10" East, a distance of 101.57 feet; 7) thence North 28°10'55" East, a distance of 319.45 feet; 8) thence North 27°27'34" East, a distance of 125.89 feet; 9) thence North 50°42'05" East, a distance of 375.30 feet; 10) thence North 79°45'09" East, a distance of 618.00 feet; 11) thence South 04°57'39" West, a distance of 120.00 feet; 12) thence South 04°24'01" East, a distance of 79.50 feet; 13) thence South 16°46'58" East, a distance of 131.61 feet; 14) thence South 39°13'04" East, a distance of 210.48 feet; 15) thence South 00°00'00" East, a distance of 87.05 feet; 16) thence South 38°39'35" West, a distance of 49.77 feet; 17) thence South 51°00'32" West, a distance of 135.09 feet; 18) thence South 67°41'38" West, a distance of 126.46 feet; 19) thence South 78°35'20" West, a distance of 111.20 feet; 20) thence South 53°35'01" West, a distance of 75.80 feet; 21) thence South 32°17'44" West, a distance of 94.03 feet; 22) thence South 48°00'00" West, a distance of 1177.71 feet; 23) thence North 75°39'43" West, a distance of 189.31 feet to a point on a 530.00 foot radius curve to the right from which the radius point bears North 54°44'12" West, said curve having a central angle of 13°43'07"; 24) thence Westerly along the arc of said curve a distance of 126.94 feet; 25) thence South 48°58'55" West, a distance of 9.14 feet to a point on a 163.08 foot radius curve to the right, from which the radius point bears North 41°01'05" West, said curve having a central angle of 170°31'04"; 26) thence Westerly along the arc of said curve a distance of 485.33 feet; 27) thence South 50°30'01" East, a distance of 60.00 feet; 28) thence North 39°29'59" East, a distance of 61.46 feet; 29) thence North 37°12'51" East, a distance of 66.52 feet to the point of BEGINNING.

TOGETHER WITH the above described easement for Bald Eagle Road.

EXCEPTING FROM the above described Parcel D the following described tract:

BEGINNING at a point which is corner 3 of the Essex Patented Lode Mining Claim Lot No. 147 and corner 2 of Constellation Patented Lode Mining Claim Lot 148; said point of beginning being South 261.20 feet and East 3021.31 feet from the Southwest corner of Section 22, Township 2 South, Range 4 East, Salt Lake Base and Meridian; thence along the South line of said Lot 147, North 45°35'03" East 1226.56 feet to corner 2 of said Lot 147; thence South

49°15'57" East 4.39 feet more or less to corner 1 of said Lot 148; thence along the North line of said Lot 148 South 45°47'19" West 1226.94 feet to the point of BEGINNING.

CLUB FACILITY EXPANSION PARCEL (EXPANSION AREA A):

BEGINNING at a point which is South 240.73 feet and East 2155.97 feet from the Southwest corner of Section 22, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point lying on the Northerly boundary of Parcel D of An Expandable Condominium called The Bald Eagle Club at Deer Valley, said point also lying on the Northeasterly right-of-way line of Falcon Court, a private road; thence along said Northerly boundary line of Parcel D the following six courses: North 46°33'24" East 28.63 feet; 2) thence North 61°49'10" East 101.57 feet; thence North 28°10'55" East 319.45 feet; thence North 27°27'34" East 125.89 feet; thence North 50°42'05" East 375.30 feet; thence North 79°45'09" East 70.00 feet to the Northwest corner of Unit 13, The Bald Eagle Club at Deer Valley; thence along the Westerly boundary of said Unit 13, said point also lying on the Northerly right-of-way of Bald Eagle Drive, a private road and being on a 240.00 foot radius curve to the left (center bears South 17°42'21" East); thence along said right-of-way the following five courses: 254.54 feet along the arc of said curve to the point of tangency; thence South 11°31'38" West 155.14 feet to a point of curvature on a 160.00 foot radius curve to the right; thence along the arc of said curve 326.28 feet to the point of tangency; thence North 51°37'57" West 53.46 feet to a point of curvature on a 169.00 foot radius curve to the left; thence 234.06 feet along the arc of said curve to a point on a 15.00 foot radius reverse curve to the right; thence 22.27 feet along the arc of said reverse curve to the point of tangency; thence North 45°54'56" West 4.20 feet to the point of BEGINNING.

EAST EXPANSION PARCEL (EXPANSION AREA B):

BEGINNING at a point which is 406.568 feet North and 4167.176 feet East of the Southwest corner of Section 22, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence the following courses: 1) South 11°44'17" East, a distance of 309.03 feet; 2) thence South 30°00'00" West, a distance of 131.61 feet; 3) thence South 65°07'40" West, a distance of 1011.08 feet; 4) thence South 55°07'41" West, a distance of 97.19 feet; 5) thence North 31°08'50" West, a distance of 193.22 feet; 6) thence North 32°17'44" East, a distance of 94.03 feet; 7) thence North 53°35'01" East, a distance of 75.80 feet; 8) thence North 78°35'20" East, a distance of 111.20 feet; 9) thence North 67°41'38" East, a distance of 126.46 feet; 10) thence North 51°00'32" East, a distance of 135.09 feet; 11) thence North 38°39'35" East, a distance of 49.77 feet; 12) thence North 0°00'00" East, a distance of 184.74 feet; 13) thence 49°39'58" West, a distance of 40.77 feet; 14) thence North 42°42'34" West, a distance of 88.46 feet; 15) thence North 20°49'15" West, a distance of 75.96 feet; 16) thence North 01°18'43" West, a distance of 9.01 feet; 17) thence North 47°02'14" East, a distance of 20.77 feet, to point on a 55.00 foot radius curve to the right, said curve having a central angle of 50°55'09", and a center bearing South 42°57'46" East; 18) thence along the arc of said curve 48.87 feet; 19) thence South 82°02'37" East, a distance of 58.56 feet; 20) thence North 0°00'00" East, a distance of 62.79 feet; 21) thence North 39°55'00" East, a distance of 205.52 feet; 22) thence

Page 4

North 24°47'43" East, a distance of 109.18 feet; 23) thence South 62°00'01" East, a distance of 200.19 feet; 24) thence South 49°15'57" East, a distance of 177.49 feet; 25) thence South 67°59'05" East, a distance of 81.43 feet; 26) thence South 55°59'58" East, a distance of 75.00 feet to the point of BEGINNING.

EXCEPTING FROM the above described property the following described tract:

BEGINNING at a point which is corner 3 of the Essex Patented Lode Mining Claim Lot No. 147 and corner 2 of Constellation Patented Lode Mining Claim Lot 148; said point of beginning being South 261.20 feet and East 3021.31 feet from the Southwest corner of Section 22, Township 2 South, Range 4 East, Salt Lake Base and Meridian; thence along the South line of said Lot 147, North 45°35'03" East 1226.56 feet to corner 2 of said Lot 147; thence South 49°15'57" East 4.39 feet more or less to corner 1 of said Lot 148; thence along the North line of said Lot 148 South 45°47'19" West 1226.94 feet to the point of BEGINNING.

UNIFORM RECORDATION SYSTEM
PARCEL OWNERSHIP SEARCH

| LN | ACCOUNT-SQ | SERIAL NUMBER | OWNER NAME | ACRES | YR |
|----|------------|---------------|--------------------------|-------|------|
| 0 | 0266407-92 | BEC-3 | LAWLER KENNETH P TRUSTEE | 1.48 | 00 |
| 02 | 0266084-93 | BEC-4 | SPAGAT MATTHEW (JT) | .47 | 97 |
| 03 | 0266092-94 | BEC-5 | BERGE BRENT C TRUSTEE | .61 | 98 |
| 04 | 0266100-97 | BEC-6 | BOK ROBERT L & DIANE C | .88 | 93 |
| 05 | 0266118-95 | BEC-7-8 | A E INC | 1.57 | 98 |
| 06 | 0266126-95 | BEC-8 | A. E. INC | .59 | 98 D |
| 07 | 0266134-94 | BEC-9 | KLEIN BARRY L | .70 | 94 |
| 08 | 0266142-90 | BEC-10 | MINOR SYLVIA F | .47 | 03 |
| 09 | 0266159-93 | BEC-11 | TRAYLOR GLEN R (JT) | .60 | 96 |
| 10 | 0266167-92 | BEC-12 | BERGE CRAIG M TRUSTEE | .46 | 97 |
| 11 | 0266175-93 | BEC-13 | TOWNE JIM (JT) | .65 | 98 |
| 12 | 0266068-92 | BEC-14 | WALTER ROBERT D | .22 | 98 |
| 13 | 0266415-95 | BEC-15 | WARNOCK JOHN E (JT) | .51 | 01 |
| 14 | 0266423-95 | BEC-16 | KNIGHT DEER VALLEY L L C | .63 | 95 |

1 = Browse Down

2 = Browse Up

3 = Select Line to View Detail

4 = Select Line to Print Name/Address

5 = Print All Names/Addresses Displayed

6 = Return to Parcel Owner Query Menu

Select:

Est 242840 Bk 0979 Pg 0300

UNIFORM RECORDATION SYSTEM
PARCEL OWNERSHIP SEARCH

| LN | ACCOUNT-SQ | SERIAL | NUMBER | OWNER NAME | ACRES | YR |
|----|------------|--------|--------|-------------------------------|-------|----|
| 01 | 0266431-93 | BEC-17 | | CHAPMAN NANCY TRUSTEE | .64 | 01 |
| 02 | 0266183-89 | BEC-18 | | GORDON ROBERT S (JT) | .55 | 01 |
| 03 | 0266191-91 | BEC-19 | | GORDON ROBERT S | .47 | 01 |
| 04 | 0266449-92 | BEC-20 | | SMITH LLOYD E H/W (JT) | .41 | 01 |
| 05 | 0266076-91 | BEC-21 | | MOUNTAIN SEAS DEVELOPMENT LTD | .48 | 02 |
| 06 | 0266456-95 | BEC-22 | | CRANDALL J TAYLOR (JT) | .72 | 98 |
| 07 | 0266209-94 | BEC-23 | | L'MIRA TRUST | .75 | 00 |
| 08 | 0266217-95 | BEC-24 | | WOOD DONALD R JR | .78 | 99 |
| 09 | 0266225-95 | BEC-25 | | WOOD DONALD R JR | .92 | 98 |
| 10 | 0266233-93 | BEC-26 | | HULLIN TOD R H/W (JT) | .72 | 01 |
| 11 | 0266241-92 | BEC-27 | | MARLON ANTHONY M TRUSTEE | .46 | 95 |
| 12 | 0266258-95 | BEC-28 | | PRUCKA MATTHEW W H/W (JT) | .05 | 00 |
| 13 | 0266266-90 | BEC-29 | | A & C HORN TRUST | .18 | 02 |
| 14 | 0266274-94 | BEC-30 | | MCCORMICK MICHAEL N TRUSTEE | .41 | 01 |

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| 1 = Browse Down | 4 = Select Line to Print Name/Address |
| 2 = Browse Up | 5 = Print All Names/Addresses Displayed |
| 3 = Select Line to View Detail | 6 = Return to Parcel Owner Query Menu |

Select:

UNIFORM RECORDATION SYSTEM

PARCEL OWNERSHIP SEARCH

Ent 342840 Bk 0979 Pg 0301

| LN | ACCOUNT-SQ | SERIAL | NUMBER | OWNER NAME | ACRES | YR |
|----|------------|----------|--------|----------------------------|-------|----|
| 0 | 0266282-95 | BEC-31 | | REINHARD KEITH (JT) | .51 | 96 |
| 02 | 0266290-95 | BEC-32 | | BRYANT WILLIAM W JR (JT) | .74 | 96 |
| 03 | 0266308-94 | BEC-33 | | LACOB JOSEPH B TRUSTEE | .70 | 01 |
| 04 | 0266316-94 | BEC-34 | | HERBST JERRY H/W (JT) | .10 | 99 |
| 05 | 0266324-95 | BEC-35 | | MARCIANO GEORGES TRUSTEE | .41 | 94 |
| 06 | 0266332-95 | BEC-36 | | SWARTZ JAMES R | .57 | 94 |
| 07 | 0266340-91 | BEC-37 | | ANDERSON JOHN M TRUSTEE | .60 | 02 |
| 08 | 0266357-95 | BEC-38 | | GIBSON CHARLES DEWOLF | .42 | 92 |
| 09 | 0266365-94 | BEC-39 | | GRIBETZ MICHAEL | .92 | 95 |
| 10 | 0266373-91 | BEC-40 | | BURROWS JAMES E | .68 | 02 |
| 11 | 0338669-99 | BEC-40-A | | DEER VALLEY RESORT COMPANY | .00 | 98 |
| 12 | 0266381-93 | BEC-41 | | SHIVELEY JAY W TRUSTEE | .51 | 00 |
| 13 | 0266399-92 | BEC-42 | | GRANOFF MARTIN J | .71 | 94 |
| 14 | 0289524-99 | BEC-SKI | | DEER VALLEY RESORT COMPANY | .27 | 93 |

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|--------------------------------|---|
| 1 = Browse Down | 4 = Select Line to Print Name/Address |
| 2 = Browse Up | 5 = Print All Names/Addresses Displayed |
| 3 = Select Line to View Detail | 6 = Return to Parcel Owner Query Menu |

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UNIFORM RECORDATION SYSTEM
PARCEL OWNERSHIP SEARCH

| LN | ACCOUNT-SQ | SERIAL NUMBER | OWNER NAME | Ent 342840 | Ac 0979 | Pi 0302 | ACRES | YR |
|----|------------|---------------|----------------------|------------|---------|---------|-------|----|
| 0 | 0271423-89 | BEC-1-1AM | ROACH V ERIC TRUSTEE | | | | .17 | 03 |
| 02 | 0271415-93 | BEC-2-1AM | STENT F T H/W (JT) | | | | .11 | 01 |
| 03 | 0266480-95 | BEC-50-1AM | GOMEZ RICHARD (JT) | | | | .12 | 94 |
| 04 | 0266472-94 | BEC-51-1AM | MOYES JERRY TRUSTEE | | | | .34 | 01 |

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| 1 = Browse Down | 4 = Select Line to Print Name/Address |
| 2 = Browse Up | 5 = Print All Names/Addresses Displayed |
| 3 = Select Line to View Detail | 6 = Return to Parcel Owner Query Menu |
- Select: ** No More! **

UNIFORM RECORDATION SYSTEM
PARCEL OWNERSHIP SEARCH

Ent 342840 Bk 0979 Pg 0303

| LN | ACCOUNT-SQ | SERIAL NUMBER | OWNER NAME | ACRES | YR |
|----|------------|---------------|--------------------------|-------|----|
| 0 | 0284392-96 | BEC-54-2AM | DEER VALLEY LLC | 1.26 | 96 |
| 02 | 0284400-97 | BEC-55-2AM | GOMEZ BRUCE J H/W (JT) | 1.11 | 97 |
| 03 | 0284418-97 | BEC-56-2AM | DUNN DAVID J TRUSTEE | 1.16 | 93 |
| 04 | 0284426-98 | BEC-57-2AM | COLLINS MARTIN M TRUSTEE | .63 | 93 |
| 05 | 0284434-96 | BEC-58-2AM | MCGRATH MICHAEL | .64 | 02 |

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|--------------------------------|---|
| 1 = Browse Down | 4 = Select Line to Print Name/Address |
| 2 = Browse Up | 5 = Print All Names/Addresses Displayed |
| 3 = Select Line to View Detail | 6 = Return to Parcel Owner Query Menu |
- Select: ** No More! **

| PARCEL ## | NAME | PROP ADDRESS | ACRES |
|--------------|--------------|--------------------|-------|
| .0013-6759 | WALTER ROBER | 0BM-0014-0-022-024 | 0.54 |
| 00-0013-6767 | MOUNTAIN SEA | 0BM-0021-0-027-024 | 0.86 |
| 00-0013-6775 | HULLIN TOD R | 0BM-0026-0-027-024 | 0.19 |
| 00-0013-6783 | AMM LLC | 0BM-0027-0-027-024 | 0.26 |
| 00-0013-6791 | PRUCKA MATHE | 0BM-0028-0-027-024 | 0.82 |
| 00-0013-6809 | HORN ALAN F | 0BM-0029-0-027-024 | 0.90 |
| 00-0013-6817 | HERBST JERRY | 0BM-0034-0-027-024 | 0.94 |
| 00-0013-6825 | ANDERSON JOH | 0BM-0037-0-027-024 | 0.01 |
| 00-0013-6833 | GIBSON CHARL | 0BM-0038-0-027-024 | 0.08 |
| 00-0013-9472 | ROACH C ERIC | 0BM-2001-0-027-024 | 0.58 |
| 00-0013-9480 | STENT F T & | 0BM-2002-0-027-024 | 0.54 |
| 00-0013-9613 | KEITH-MARC P | 0BM-200R-0-022-024 | 0.82 |
| 00-0013-9498 | HAGUE JOHN L | 0BM-2043-0-027-024 | 0.42 |
| 00-0013-9506 | RICHARDS STA | 0BM-2044-0-022-024 | 0.62 |
| 00-0013-9514 | FREEDMAN KEN | 0BM-2045-0-022-024 | 0.57 |
| 00-0013-9522 | MOYES JERRY | 0BM-2046-0-022-024 | 0.69 |
| 00-0013-9530 | HILL RICHARD | 0BM-2047-0-022-024 | 1.56 |
| 00-0013-9548 | GREEN THOMAS | 0BM-2048-0-022-024 | 1.30 |
| 00-0013-9555 | MEALEY MICHA | 0BM-2049-0-022-024 | 1.30 |
| 00-0013-9563 | GOMEZ RICHRD | 0BM-2050-0-022-024 | 1.00 |
| 00-0013-9571 | MOYES JERRY | 0BM-2051-0-022-024 | 0.08 |
| 00-0013-9589 | FORSTER R PA | 0BM-2052-0-022-024 | 0.54 |
| 00-0013-9597 | MOAK STEVEN | 0BM-2053-0-022-024 | 0.52 |

| PARCEL ## | NAME | PROP ADDRESS | ACRES |
|--------------|--------------|--------------------|-------|
| .0013-9605 | KEITH-MARC P | 0BM-20CA-0-022-024 | 1.79 |
| 00-0014-2088 | MARK REALTY | 0BM-20WT-0-027-024 | 0.04 |

**THE BALD EAGLE HOMEOWNES ASSOCIATION
ADDENDUM TO
LAND MANAGEMENT CODE AMENDMENT APPLICATION**

The Bald Eagle Homeowners Association, a Utah non-profit corporation (the “Bald Eagle HOA”), is the governing body for The Bald Eagle Club at Deer Valley, a gated community in upper Deer Valley, with the gatehouse located at 7711 Bald Eagle Drive, Park City, Utah 84060.

The plat for The Bald Eagle Club at Deer Valley was recorded with the Summit County Recorder on August 3, 1989, as Entry No. 311265. In conjunction therewith, the original Declaration of Protective Covenants for The Bald Eagle at Deer Valley was recorded with the Summit County Recorder on August 3, 1989, as Entry No. 311263 (the “Declaration”). The Declaration was amended and restated in its entirety and recorded with the Summit County Recorder on November 5, 2003, as Entry No. 678631. In 2008, the Declaration was amended to comprehensively address and prohibit fractional ownership and transient use in general (including, without limitation, nightly rentals, rentals in general, Sundance parties, etc.).

The Bald Eagle HOA is requesting that Park City amend the Land Management Code to:

- (1) Prohibit nightly rentals within The Bald Eagle Club;
- (2) Prohibit Accessory Apartments within The Bald Eagle Club; and
- (3) Prohibit Internal Accessory Dwelling Units with The Bald Eagle Club.

The Bald Eagle HOA is not asking Park City to do anything that the Bald Eagle HOA has not already done itself, but rather, the Bald Eagle HOA is simply asking Park City to amend its Land Management Code consistent with the prohibitions already in place internally within The Bald Eagle Club. The ultimate goal is to attempt to avoid disputes with owners regarding activities that are expressly prohibited by the Declaration, but expressly permitted by Park City notwithstanding the Declaration. Although the Bald Eagle HOA is confident that it can ultimately enforce the provisions of its Declaration in court, if necessary, the goal is to try and avoid such a court battle in its entirety.

Nightly Rentals

The Bald Eagle Club is zoned Residential Development (RD), within which nightly rentals are an allowed use, provided that the appropriate permit is obtained. Pursuant to the short-term rental zoning map maintained by Park City, nightly rentals are expressly allowed within The Bald Eagle Club (although a nightly rental permit is required).

Request is made that Park City amend footnote 3 to Section 15-2.12-2.A.6 of the Land Management Code as follows.

“Nightly Rentals do not include the Use of dwellings for Commercial Uses. Nightly Rentals are not permitted in the April Mountain, Mellow Mountain Estates Subdivisions, Meadows Estates Subdivision Phases #1A and #1B, Fairway Meadows Subdivision, Hidden Oaks at Deer Valley Phases 2 and 3, Chatham Crossing Subdivision, **and West Ridge and West Ridge Phase 2 Subdivision, and The Bald Eagle Club at Deer Valley Subdivision.**”

The 2008 Amendment to the Declaration takes a very comprehensive approach in not only prohibiting nightly rentals, but also prohibiting all rentals and other transient uses in general (including a prohibition on fractional ownership).

- Section 3.04 of the Declaration prohibits any common ownership arrangement by more than two individuals who are not related to each other (or two non-individual owners—and any non-individual owner has to appoint no more than two individuals who will constitute the “Owner” for purposes of applying the prohibitions on transient use).
- Section 5.29(b) of the Declaration defines “Transient Use” as:
 - “(i) The occupancy or use, including daytime use and/or overnight stays, by any individual other than the Owner for which the Owner receives consideration of any kind or nature, regardless of whether or not the Owner is present during such occupancy or use. Consideration shall include money, goods, labor, credits, tax deductions, property or other valuable consideration;
 - (ii) The occupancy or use, including daytime use and/or overnight stays, by the Owner’s clients, customers, employees, business associates or other invitees when the Owner is not also occupying the Unit whether or not consideration is received by the Owner for such occupancy or use;
 - (iii) The operation of a timesharing, fraction-sharing, or similar program on a fixed or floating time schedule over a period of years with respect to any Unit;
 - (iv) The operation of a reservation or time-use system among co-Owners of a Unit managed by a party other than the co-Owners themselves, such as a vacation club or a tenancy-in-common ownership scheme managed by a third party; or
 - (v) The operation of a reservation or time-use system among co-Owners whereby co-Owners are required as a condition of purchase of a fractional interest in the Unit to subject the fractional interest to a pre-determined reservation or time-use system among co-Owners, regardless of whether or not the co-Owner may later opt out of such system and regardless of whether the reservation or time-use system is recorded or unrecorded, fixed or floating.”
- Section 5.29(c) of the Declaration defines a “Guest” as “spouses, parents, children or siblings of an Owner who occupy or use a Unit even when the Owner is absent, and whose occupancy or use is not considered to be Transient Use. Guests shall also include individuals who occupy or use a Unit only when an Owner, or an Owner’s spouse, parent, child or sibling is also occupying the Unit, and who do not pay rent or other consideration for the occupancy or use of a Unit, which use or occupancy is not considered to be Transient Use. Guests shall also include individuals who occupy or use a Unit even when the Owner, or an Owner’s spouse, parent, child or sibling is not also occupying the Unit, provided that (i) no Owner receives any consideration of any nature in return for such occupancy or use as set forth above, and (ii) the Manager or gatehouse staff is notified in advance as set forth below.”

- Section 5.29(g) of the Declaration plainly prohibits Transient Use (which is defined broadly enough to include nightly rentals, and all rentals in general) by stating: “Transient Use of any Unit in violation of this Section 5.29 is absolutely prohibited. Any set of circumstances that results in the Transient Use of any Unit, is absolutely prohibited.”

Accessory Apartments

Section 15-4-7 of the Land Management Code allows accessory apartments, provided that the appropriate permit is obtained.

Request is made that Park City add a new footnote 1 to Section 15-4-7.B of the Land Management Code as follows.

“B. REVIEW. The Planning Department shall review Accessory Apartments Applications. After submission of a complete Application and payment of the Application fee as established by the fee schedule, the Planning Department shall approve an Administrative Permit if the requested Accessory Apartment complies with the criteria in Section 15-4-7. The Planning Department shall impose reasonable conditions to mitigate any impacts to the surrounding neighborhood.¹

1. Accessory Apartments are not permitted in The Bald Eagle Club at Deer Valley Subdivision.”

As discussed in more detail above regarding nightly rentals, the rental of an Accessory Apartment within The Bald Eagle Club at Deer Valley also constitutes a prohibited Transient Use.

Internal Accessory Dwelling Units

Section 15-4.7.1 of the Land Management Code allows Internal Accessory Dwelling Units, provided that the appropriate permit is obtained.

Internal Accessory Dwellings are also governed by Utah state law pursuant to Section 10-9a-530 of the Utah Code. Section 10-9a-530(4)(f)(i) of the Utah Code expressly allows Park City to prohibit the creation of an Internal Accessory Dwelling Unit “within a zoning district covering an area that is equivalent to . . . 25% or less of the total area in the municipality that is zoned primarily for residential use.”

The Bald Eagle HOA is not aware of any area within Park City in which Accessory Dwelling Units are currently prohibited, and the area within The Bald Eagle Club is believed to be far less than 25% of the total area within Park City that is zoned primarily for residential use.

Request is made that Park City add a new footnote 1 to Section 15-4-7.1.B of the Land Management Code as follows.

“B. REVIEW. Applicants shall submit a complete Administrative Permit application to the Planning Department for an Internal Accessory Dwelling Unit and Pay the Application fee as established by the fee schedule. The Planning Department shall

The Bald Eagle Homeowners Association Addendum to Land Management Code Application

Page 3 of 4

review and take Final Action on applications for Internal Accessory Dwelling Units pursuant to Section 15-1-8.¹

1. Internal Accessory Dwelling Units are not permitted in The Bald Eagle Club at Deer Valley Subdivision.”

As discussed in more detail above regarding nightly rentals, the rental of an Internal Accessory Dwelling Unit within The Bald Eagle Club at Deer Valley also constitutes a prohibited Transient Use.

City Council Staff Report



Subject: Carriage House Unit #209
Author: Rhoda Stauffer, Housing Program Administrator
Department: Housing / Community Development
Date: February 1, 2024
Type of Item: Administrative

Recommendation

Review and consider a request to authorize the City Manager to purchase a residential studio unit located at 1940 Prospector Avenue, Carriage House #209, for \$240,000, utilizing the Affordable Housing Fund.

Background

In late 2023, the owner contacted the City seeking to sell the unit and providing the opportunity to purchase prior to listing the unit publicly. Historically, the owner has rented it as an affordable unit for many years and seeks to create and maintain more affordable employee housing in Park City. After a discussion with the Housing Team, the owner conveyed a sales price of \$240,000 to the City prior to listing the unit on the open market.

Analysis

The acquisition presents a unique opportunity for the Park City Transit Department, which continues to search for affordable and seasonal housing units within Park City to meet the needs and demands of its seasonal workforce. The unit is directly across the street from the 23 units at 2015 Prospector owned and operated by Park City Transit. Studio apartments in this area typically rent for an average of \$2,550 per month, according to recent evaluations of real estate websites such as Zillow, Trulia, and Hot Pads. \$2,550 a month in rent equates to over 50% of a seasonal transit operator's *gross* salary, far exceeding the recommended 30% of gross wages spent on rent/mortgage. Purchasing the unit creates an additional unit for Park City Transit to rent to its employees at an affordable rate.

In addition to the rent analysis conducted, we also pulled past sales in the Carriage House building since February 2022 and prices range from \$239,000 to \$300,000 for comparable studio units. The unit is in good condition and sufficient to move in immediately. The purchase is contingent on a professional inspection and appraisal to verify the current market value.

Although the unit will be utilized by Transit, the Housing Team

Carriage House Sales

| Unit | Date | SF | Sale Price | \$/SF |
|------|------------|-----|------------|----------|
| #307 | Pending | 250 | \$ 245,000 | \$ 980 |
| #128 | 8/30/2023 | 280 | \$ 275,000 | \$ 982 |
| #228 | 2/15/2023 | 300 | \$ 280,000 | \$ 933 |
| #328 | 12/9/2022 | 300 | \$ 270,000 | \$ 900 |
| #207 | 11/10/2022 | 250 | \$ 239,000 | \$ 956 |
| #302 | 10/6/2022 | 250 | \$ 260,000 | \$ 1,040 |

proposes to use the Affordable Housing Asset Acquisition account to purchase the unit, as Transit did not budget for the purchase in FY24.

In exchange, we propose:

- Housing is taking over ownership of 516 Marsac Avenue (former Peace House shelter) and renovating the property into three affordable city-employee units.
 - 516 Marsac was initially purchased using Transit funds, which must be reimbursed from the Housing Acquisition fund, as part of the transfer of ownership.
 - PC Transit's purchase price of 516 Marsac Ave was \$1.2 million.
- In return, Housing will transfer funding to the Transit capital fund if and when ownership is obtained.
- In other words, if authorized, the amount being transferred from Housing to Transit will be reduced by \$240,000 for the purchase price.

Funding

Funding will initially come from the Affordable Housing Program Asset Acquisition account (CP0587). When Housing takes ownership of 516 Marsac Avenue, it can reduce the transfer of funds to Transit by \$240,000 to account for the new unit.

Exhibits

Exhibit A: Draft Real Estate Purchase Agreement for 1940 Prospector Avenue, #209

REAL ESTATE PURCHASE CONTRACT

This is a legally binding Real Estate Purchase Contract ("REPC"). Utah law requires real estate licensees to use this form. Buyer and Seller, however, may agree to alter or delete its provisions or to use a different form. If you desire legal or tax advice, consult your attorney or tax advisor.

EARNEST MONEY DEPOSIT

On this 23 day of January, 2024 ("Offer Reference Date") Park City Municipal Corporation ("Buyer") offers to purchase from Joseph F Kernan ("Seller") the Property described below and agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23), an Earnest Money Deposit in the amount of \$5,000.00 in the form of wire transfer. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

OFFER TO PURCHASE

1. PROPERTY: 1409 Prospector Avenue Unit 209 Carriage House Condominium

City of Park City, County of Summit, State of Utah, Zip UT Tax ID No. CHC-209-AM (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, 1.2 and 1.4.

1.1 Included Items. Unless excluded herein, this sale includes the following items if presently owned and in place on the Property: plumbing, heating, air conditioning fixtures and equipment; solar panels; ovens, ranges and hoods; cook tops; dishwashers; ceiling fans; water heaters; water softeners; light fixtures and bulbs; bathroom fixtures and bathroom mirrors; all window coverings including curtains, draperies, rods, window blinds and shutters; window and door screens; storm doors and windows; awnings; satellite dishes; all installed TV mounting brackets; all wall and ceiling mounted speakers; affixed carpets; automatic garage door openers and accompanying transmitters; security system; fencing and any landscaping.

1.2 Other Included Items. The following items that are presently owned and in place on the Property have been left for the convenience of the parties and are also included in this sale (check applicable box): ☐ washers ☐ dryers ☒ refrigerators ☒ microwave ovens ☒ other (specify) Assorted furniture.

The above checked items shall be conveyed to Buyer under separate bill of sale with warranties as to title. In addition to any boxes checked in this Section 1.2 above, there ☐ ARE ☒ ARE NOT additional items of personal property Buyer intends to acquire from Seller at Closing by separate written agreement.

1.3 Excluded Items. The following items are excluded from this sale: N/A

1.4 Water Service. The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: N/A

2. PURCHASE PRICE.

2.1 Payment of Purchase Price. The Purchase Price for the Property is \$ 240,000.000. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2.1(a) through 2.1(e) below. Any amounts shown in Sections 2.1(c) and 2.1(e) may be adjusted as deemed necessary by Buyer and the Lender (the "Lender").

- \$5,000.00

(a) Earnest Money Deposit. Under certain conditions described in the REPC, this deposit may become totally non-refundable.
- \$0

(b) Additional Earnest Money Deposit (see Section 8.4 if applicable)
- \$0

(c) New Loan. Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer: If an FHA/VA loan applies, see attached FHA/VA Loan Addendum.
- \$0

(d) Seller Financing (see attached Seller Financing Addendum)
- \$235,000.00

(e) Balance of Purchase Price in Cash at Settlement
- \$240,000.00

PURCHASE PRICE. Total of lines (a) through (e)

2.2 Sale of Buyer's Property. Buyer's ability to purchase the Property, to obtain the Loan referenced in Section 2.1(c) above, and/or any portion of the cash referenced in Section 2.1(e) above [] IS [X] IS NOT conditioned upon the sale of real estate owned by Buyer. If checked in the affirmative, the terms of the attached subject to sale of Buyer's property addendum apply.

3. SETTLEMENT AND CLOSING.

3.1 Settlement. Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed

Page 1 of 6 pages

Buyer's Initials

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Date 1/23/2024

Seller's Initials

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 [Signature]

Date 1/23/2024

and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents (except for the proceeds of any Loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Closing. For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new Loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder ("Recording"). The actions described in 3.2 (b) and (c) shall be completed no later than four calendar days after Settlement.

3.3 Possession. Except as provided in Section 6.1(a) and (b), Seller shall deliver physical possession of the Property to Buyer as follows: ☒ **Upon Recording**; ☐ **____ Hours after Recording**; ☐ **____ Calendar Days after Recording**. Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property including any personal property and belongings. The provisions of this Section 3.3 shall survive Closing.

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

4.1 Prorations. All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 4.1 shall survive Closing.

4.2 Special Assessments. Any assessments for capital improvements as approved by the homeowner's association ("HOA") (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by:

☒ **Seller** ☐ **Buyer** ☐ **Split Equally Between Buyer and Seller** ☐ **Other (explain)** _____
The provisions of this Section 4.2 shall survive Closing.

4.3 Fees/Costs/Payment Obligations.

(a) Escrow Fees. Unless otherwise agreed to in writing, Seller and Buyer shall each pay their respective fees charged by the escrow/closing office for its services in the settlement/closing process. The provisions of this Section 4.3(a) shall survive Closing.

(b) Rental Deposits/Prepaid Rents. Rental deposits (including, but not limited to, security deposits, cleaning deposits and prepaid rents) for long term lease or rental agreements, as defined in Section 6.1(a), and short-term rental bookings, as defined in Section 6.1(b), not expiring prior to Closing, shall be paid or credited by Seller to Buyer at Settlement. The provisions of this Section 4.3(b) shall survive Closing.

(c) HOA/Other Entity Fees Due Upon Change of Ownership. Some HOA's, special improvement districts and/or other specially planned areas, under their governing documents charge a fee that is due to such entity as a result of the transfer of title to the Property from Seller to Buyer. Such fees are sometimes referred to as transfer fees, community enhancement fees, HOA reinvestment fees, etc. (collectively referred to in this section as "change of ownership fees"). Regardless of how the change of ownership fee is titled in the applicable governing documents, if a change of ownership fee is due upon the transfer of title to the Property from Seller to Buyer, that change of ownership fee shall, at Settlement, be paid for by:

☒ **Seller** ☐ **Buyer** ☐ **Split Equally Between Buyer and Seller** ☐ **Other (explain)** _____
The provisions of this Section 4.3(c) shall survive Closing.

(d) Utility Services. Buyer agrees to be responsible for all utilities and other services provided to the Property after the Settlement Deadline. The provisions of this Section 4.3(d) shall survive Closing.

(e) Sales Proceeds Withholding. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The provisions of this Section 4.3(e) shall survive Closing.

5. CONFIRMATION OF AGENCY DISCLOSURE.

Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC:

Seller's Agent(s) N/A, represent(s) ☐ **Seller** ☐ **both Buyer and Seller as Limited Agent(s);**

Seller's Agent(s) Utah Real Estate License Number(s): _____

Seller's Brokerage N/A, represents ☐ **Seller** ☐ **both Buyer and Seller as Limited Agent;**

Seller's Brokerage Utah Real Estate License Number: _____

Buyer's Agent(s) N/A, represent(s) ☐ **Buyer** ☐ **both Buyer and Seller as Limited Agent(s);**

Buyer's Agent(s) Utah Real Estate License Number(s): _____

Buyer's Brokerage N/A, represents ☐ **Buyer** ☐ **both Buyer and Seller as a Limited Agent.**

Buyer's Brokerage Utah Real Estate License Number: _____

6. TITLE & TITLE INSURANCE.

6.1 Title to Property. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by general warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8.

(a) Long-Term Lease or Rental Agreements. Buyer agrees to accept title to the Property subject to any long-term tenant lease or rental agreements (meaning for periods of thirty (30) or more consecutive days) affecting the Property not expiring prior to Closing. Buyer also agrees to accept title to the Property subject to any existing rental and property management agreements affecting the Property not expiring prior to Closing.

Page 2 of 6 pages Buyer's Initials Matt Dias Date 1/23/2024 Seller's Initials [Signature] Date 1/23/2024

DocuSigned by:

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The provisions of this Section 6.1(a) shall survive Closing.

(b) Short-Term Rental Bookings. Buyer agrees to accept title to the Property subject to any short-term rental bookings (meaning for periods of less than thirty (30) consecutive days) affecting the Property not expiring prior to Closing. The provisions of this Section 6.1(b) shall survive Closing.

6.2 Title Insurance. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment (the "Issuing Agent"), the most current version of the *ALTA Homeowner's Policy of Title Insurance* (the "*Homeowner's Policy*"). If the *Homeowner's Policy* is not available through the Issuing Agent, Buyer and Seller further agree as follows: (a) Seller agrees to pay for the *Homeowner's Policy* if available through any other title insurance agency selected by Buyer; (b) if the *Homeowner's Policy* is not available either through the Issuing Agent or any other title insurance agency, then Seller agrees to pay for, and Buyer agrees to accept, the most current available version of an *ALTA Owner's Policy of Title Insurance* ("*Owner's Policy*") available through the Issuing Agent.

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

- (a) a written Seller property condition disclosure for the Property, completed, signed and dated by Seller as provided in Section 10.3;
- (b) a *Lead-Based Paint Disclosure & Acknowledgement* for the Property, completed, signed and dated by Seller (only if the Property was built prior to 1978);
- (c) a Commitment for Title Insurance as referenced in Section 6.1;
- (d) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
- (e) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
- (f) a copy of any long-term tenant lease or rental agreements affecting the Property not expiring prior to Closing;
- (g) a copy of any short-term rental booking schedule (as of the Seller Disclosure Deadline) for guest use of the Property after Closing;
- (h) a copy of any existing property management agreements affecting the Property;
- (i) evidence of any water rights and/or water shares referenced in Section 1.4;
- (j) written notice of any claims and/or conditions known to Seller relating to environmental problems and building or zoning code violations;
- (k) In general, the sale or other disposition of a U.S. real property interest by a foreign person is subject to income tax withholding under the *Foreign Investment in Real Property Tax Act of 1980* (FIRPTA). A "foreign person" includes a non-resident alien individual, foreign corporation, partnership, trust or estate. If FIRPTA applies to Seller, Seller is advised that Buyer or other qualified substitute may be legally required to withhold this tax at Closing. In order to avoid closing delays, if Seller is a foreign person under FIRPTA, Seller shall advise Buyer in writing; and
- (l) Other (specify) _____

8. BUYER'S CONDITIONS OF PURCHASE.

8.1 DUE DILIGENCE CONDITION. Buyer's obligation to purchase the Property: ☒ **IS** ☐ **IS NOT** conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

(a) Due Diligence Items. Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the land and/or improvements; the condition of the roof, walls, and foundation; the condition of the plumbing, electrical, mechanical, heating and air conditioning systems and fixtures; the condition of all appliances; the costs and availability of homeowners' insurance and flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

(b) Buyer's Right to Cancel or Resolve Objections. If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

(c) Failure to Cancel or Resolve Objections. If Buyer fails to cancel the REPC or fails to resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition, and except as provided in Sections 8.2(a) and 8.3(b)(i), the Earnest Money Deposit shall become non-refundable.

8.2 APPRAISAL CONDITION. Buyer's obligation to purchase the Property: ☒ **IS** ☐ **IS NOT** conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

(a) Buyer's Right to Cancel. If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) Failure to Cancel. If the REPC is not cancelled as provided in this section 8.2, Buyer shall be deemed to have waived the Appraisal

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Condition, and except as provided in Sections 8.1(b) and 8.3(b)(i), the Earnest Money Deposit shall become non-refundable.

8.3 FINANCING CONDITION. (Check Applicable Box)

(a) ☒ **No Financing Required.** Buyer's obligation to purchase the Property **IS NOT** conditioned upon Buyer obtaining financing. If checked, Section 8.3(b) below does NOT apply.

(b) ☐ **Financing Required.** Buyer's obligation to purchase the Property **IS** conditioned upon Buyer obtaining the Loan referenced in Section 2.1(c). This Condition is referred to as the "Financing Condition." If checked, Sections 8.3(b)(i), (ii) and (iii) apply; otherwise they do not. If the REPC is not cancelled by Buyer as provided in Sections 8.1(b) or 8.2(a), then Buyer agrees to work diligently and in good faith to obtain the Loan.

(i) **Buyer's Right to Cancel Before the Financing & Appraisal Deadline.** If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may, after the Due Diligence Deadline referenced in Section 24(b), if applicable, cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon \$0 of Buyer's Earnest Money Deposit shall be released to Seller without the requirement of further written authorization from Buyer, and the remainder of Buyer's Earnest Money Deposit shall be released to Buyer without further written authorization from Seller.

(ii) **Buyer's Right to Cancel After the Financing & Appraisal Deadline.** If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to the escrow/closing office as required under Section 3.2, then Buyer shall not be obligated to purchase the Property and Buyer or Seller may cancel the REPC by providing written notice to the other party.

(iii) **Earnest Money Deposit(s) Released to Seller.** If the REPC is cancelled as provided in Section 8.3(b)(ii), Buyer agrees that all of Buyer's Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. Seller agrees to accept, as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

8.4 ADDITIONAL EARNEST MONEY DEPOSIT. If the REPC has not been previously canceled by Buyer as provided in Sections 8.1, 8.2 or 8.3, as applicable, then no later than the Due Diligence Deadline, or the Financing & Appraisal Deadline, whichever is later, Buyer: ☐ **WILL** ☒ **WILL NOT** deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of \$_____. The Earnest Money Deposit and the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

9. ADDENDA. There ☒ **ARE** ☐ **ARE NOT** addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: ☐ **Addendum No. _____** ☐ **Seller Financing Addendum** ☐ **FHA/VA Loan Addendum** ☒ **Other (specify) Council approval**.

10. HOME WARRANTY PLAN / AS-IS CONDITION OF PROPERTY.

10.1 Home Warranty Plan. A one-year Home Warranty Plan ☐ **WILL** ☒ **WILL NOT** be included in this transaction. If included, the Home Warranty Plan shall be ordered by ☐ **Buyer** ☐ **Seller** and shall be issued by a company selected by ☐ **Buyer** ☐ **Seller**. The cost of the Home Warranty Plan shall not exceed \$_____ and shall be paid for at Settlement by ☐ **Buyer** ☐ **Seller**.

10.2 Condition of Property/Buyer Acknowledgements. Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property. The provisions of Section 10.2 shall survive Closing.

10.3 Condition of Property/Seller Acknowledgements. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller property condition disclosure as stated in Section 7(a); (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23, ordinary wear and tear excepted; (d) deliver the Property to Buyer in broom-clean condition and free of debris and personal belongings; and (e) repair any Seller or tenant moving-related damage to the Property at Seller's expense. The provisions of Section 10.3 shall survive Closing.

11. FINAL PRE-SETTLEMENT WALK-THROUGH INSPECTION. No earlier than seven (7) calendar days prior to Settlement, and upon reasonable notice and at a reasonable time, Buyer may conduct a final pre-Settlement walk-through inspection of the Property to determine only that the Property is "as represented," meaning that the items referenced in Sections 1.1, 1.2 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a walk-through inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented.

12. CHANGES DURING TRANSACTION. Seller agrees that except as provided in Section 12.5 below, from the date of Acceptance until the date of Closing the following additional items apply:

12.1 Alterations/Improvements to the Property. No substantial alterations or improvements to the Property shall be made or undertaken without prior written consent of Buyer.

12.2 Financial Encumbrances/Changes to Legal Title. No further financial encumbrances to the Property shall be made, and no changes in

Page 4 of 6 pages Buyer's Initials MD Date 1/23/2024 Seller's Initials [Signature] Date 1/23/2024

the legal title to the Property shall be made without the prior written consent of Buyer.

12.3 Property Management Agreements. No changes to any existing property management agreements shall be made and no new property management agreements may be entered into without the prior written consent of Buyer.

12.4 Long-Term Lease or Rental Agreements. No changes to any existing tenant lease or rental agreements shall be made and no new long-term lease or rental agreements, as defined in Section 6.1(a), may be entered into without the prior written consent of Buyer.

12.5 Short-Term Rental Bookings. If the Property is made available for short-term rental bookings as defined in Section 6.1(b), Seller **MAY NOT** after the Seller Disclosure Deadline continue to accept short-term rental bookings for guest use of the property without the prior written consent of Buyer.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. COMPLETE CONTRACT. The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.

15. MEDIATION. Any dispute relating to the REPC arising prior to or after Closing: ☒ **SHALL** ☐ **MAY AT THE OPTION OF THE PARTIES** first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

16. DEFAULT.

16.1 Buyer Default. If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.

16.2 Seller Default. If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

17. ATTORNEY FEES AND COSTS/GOVERNING LAW. In the event of litigation or binding arbitration arising out of the transaction contemplated by the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

18. NOTICES. Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

19. NO ASSIGNMENT. The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

20. INSURANCE & RISK OF LOSS.

20.1 Insurance Coverage. As of Closing, Buyer shall be responsible to obtain casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

20.2 Risk of Loss. If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, either Seller or Buyer may elect to cancel the REPC by providing written notice to the other party, in which instance the Earnest Money Deposit, or Deposits, if applicable, shall be returned to Buyer.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.

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22. ELECTRONIC TRANSMISSION AND COUNTERPARTS. The REPC may be executed in counterparts. Signatures on any of the Documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

23. ACCEPTANCE. "Acceptance" occurs **only** when **all** of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

24. CONTRACT DEADLINES. Buyer and Seller agree that the following deadlines shall apply to the REPC:

| | | |
|------------------------------------|--------------------------|--------|
| (a) Seller Disclosure Deadline | <u>February 29, 2024</u> | (Date) |
| (b) Due Diligence Deadline | <u>March 14, 2024</u> | (Date) |
| (c) Financing & Appraisal Deadline | <u>N/A</u> | (Date) |
| (d) Settlement Deadline | <u>March 21, 2024</u> | (Date) |

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 5:00 ☐ AM ☒ PM Mountain Time on January 31, 2024 (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

DocuSigned by: Matt Dias 1/23/2024 (Date) (Buyer's Signature) (Date)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

- ☒ **ACCEPTANCE OF OFFER TO PURCHASE:** Seller Accepts the foregoing offer on the terms and conditions specified above.
- ☐ **COUNTEROFFER:** Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified by the attached ADDENDUM No. _____
- ☐ **REJECTION:** Seller rejects the foregoing offer.

DocuSigned by: Joseph Francis Kernan 1/23/2024 (Date) (Time) (Seller's Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL,
EFFECTIVE SEPTEMBER 1, 2017. AS OF JANUARY 1, 2018, IT WILL REPLACE AND SUPERSEDE THE PREVIOUSLY APPROVED VERSION OF THIS FORM.

DS
MD

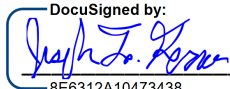
DS
JK

**ADDENDUM NO. 1 TO
REAL ESTATE PURCHASE CONTRACT**

THIS IS AN ☒ ADDENDUM ☐ COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of January 23, 2024, including all prior addenda and counteroffers, between **Park City Municipal Corporation** as Buyer, and **Joseph F. Kernan** as Seller, regarding the Property located at 1409 Prospector Avenue, Park City UT 84060, Unit 209 Carriage House Condominium. The following terms are hereby incorporated as part of the REPC:

The purchase of this unit is conditioned upon the approval of the Park City Council in an open and public meeting.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. **☒ Seller ☐ Buyer** shall have until 5:00 ☐ AM ☒ PM Mountain Time on Januray 31, 2024 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.


DocuSigned by:

8E6312A10473438...
1/23/2024 Joseph Francis Kernan
☐ Buyer ☒ Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

☒ **ACCEPTANCE:** ☐ Seller ☒ Buyer hereby accepts the terms of this ADDENDUM.

☐ **COUNTEROFFER:** ☐ Seller ☐ Buyer presents as a counteroffer the terms of attached ADDENDUM NO. 1.

DocuSigned by:

D5D5222E86E246E...
1/23/2024 12/24
(Signature) (Date) (Time) (Signature) (Date) (Time)

☐ **REJECTION:** ☐ Seller ☐ Buyer rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

**THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH
ATTORNEY GENERAL, EFFECTIVE JANUARY 1, 2020. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY
APPROVED VERSIONS OF THIS FORM.**

City Council Staff Report



Subject: 1460 Eagle Way
Application: PL-23-05916
Author: Spencer Cawley, Planner II
Date: February 1, 2024
Type of Item: Legislative – Zoning Map Amendment

Recommendation

(I) Review the proposed Zone Change for Lot B of the Eagle Way Plat Amendment Second Amended located at 1460 Eagle Way, (II) conduct a public hearing, and (III) consider approving the Zone Change subject to the Findings of Fact and Conclusions of Law outlined in the draft Ordinance 2024-02 (Exhibit A).

Description

Applicant: Karen Marriott
Alliance Engineering, Applicant Representative
Location: 1460 Eagle Way
Zoning District: Single-Family
Estate
Adjacent Land Uses: Residential Single-Family and Estate Lots; Open Space
Reason for Review: The Planning Commission reviews Zoning Map Amendments and forwards a recommendation to the City Council for Final Action¹

E Estate
LMC Land Management Code
SF Single-Family
SLO Sensitive Land Overlay

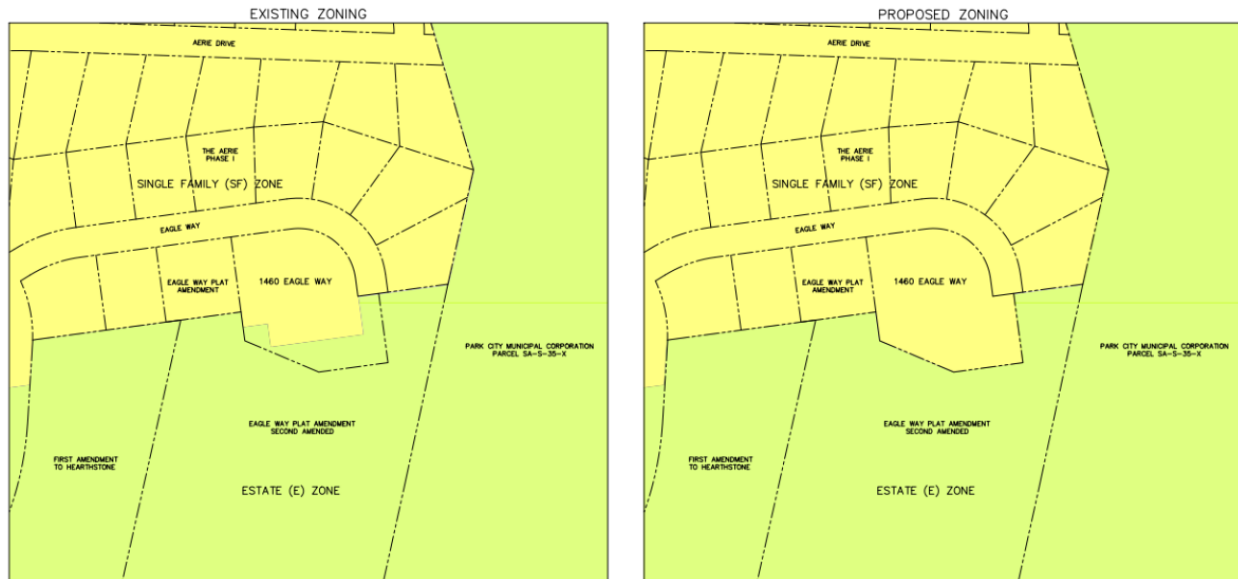
Terms that are capitalized as proper nouns throughout this staff report are defined in LMC § [15-15-1](#).

Summary

The Applicant proposes to rezone a 1.04-acre split-zoned Lot from the Single-Family (SF) and Estate (E) Zoning Districts to be entirely in the SF Zoning District. The Applicant is also the property owner of the 9.35-acre Estate Lot (1468 Eagle Way) immediately to the south of 1460 Eagle Way. This Zoning Map amendment does not extend to the Estate Lot, which will remain in the Estate Zoning District.

The image below shows the existing and proposed zoning (E Zoning District in green and SF Zoning District in yellow):

¹ LMC [§ 15-1-7](#)



On January 10, 2024, the Planning Commission reviewed the proposal, held a public hearing, and forwarded a unanimous positive recommendation to the City Council ([Staff Report](#); [Meeting Audio](#)). The Planning Commission discussed restricting future development at 1460 Eagle Way, specifically the potential for the Lot to be subdivided into three smaller lots. However, the Chair Pro Tem advised the Commission that a Zone Change Ordinance is not the correct avenue to limit future development. Instead, if the Applicant returns for a future Plat Amendment, then the Planning Commission may consider development restrictions at that time.

Background

On June 15, 2023, the City Council adopted [Ordinance No. 2023-29](#), approving the Eagle Way Second Amended Plat Amendment ([Staff Report](#); [Meeting Minutes](#)). This plat amendment increased the size of Lot B (1460 Eagle Way) from 0.76 acres (33,235 square feet) to 1.04 acres (45,114 square feet) to accommodate an addition to an existing Single-Family Dwelling and to create a buffer between Lot B and Estate Lot 1 (1468 Eagle Way). Consequently, the expansion of Lot B created a split-zoned Lot, with 12,400 square feet in the E Zoning District and 32,714 square feet in the SF Zoning District. Pursuant to Land Management Code (LMC) [§ 15-1-6\(B\)](#), the Area of Lot B within the SF Zoning District must comply with all SF Lot and Site requirements. The Area within the E Zoning District must comply with all E Lot and Site requirements.

The Planning Commission determined there was Good Cause for the Plat Amendment because the increase to Lot B and Estate Lot 1 was consistent with the surrounding neighborhood, consistent with the General Plan, the owner was not requesting exceptions to the Land Management Code, and the amendment did not create any non-conformities ([Finding of Fact 25, Ordinance No. 2023-29](#)).

On October 23, 2023, the Applicant submitted a Zone Change application to the Planning Department to rezone the split-zoned lot at 1460 Eagle Way to be entirely in the Single-Family (SF) Zoning District. Staff determined the application was complete

on October 26, 2023.

Analysis

The Planning Commission hears all requests for Zoning changes.² The Planning Commission holds a public hearing on amendments to the Zoning Map and forwards a recommendation to the City Council. The City Council holds a public hearing and takes Final Action on Zoning Map amendments.³

(I) The proposal to rezone Lot B of the Eagle Way Plat Amendment Second Amended from split-zoned Single-Family and Estate to Single-Family ensures continued compliance with development requirements as well as the Sensitive Land Overlay.

The following table compares the E⁴ and SF⁵ Zoning District site requirements:

| Requirement | Estate | Single-Family |
|-------------|--|--|
| Density | The minimum Lot size for all Uses is three acres, except a duplex requires six acres. The maximum Density is one unit per three acres. | The maximum Density for Subdivisions is three units per acre. Subdivisions must Cluster Development to maximize common Transferred Development Right Open Space. |
| Setbacks | Front, Rear, and Side: 30 feet. | Front: 20 feet Rear: 15 feet Side: 12 feet |

1460 Eagle Way has an existing Single-Family Dwelling with active building permits for a remodel and garage addition (#23-240 and #23-1151). However, due to the size of the Lot (1.04 acres), the Applicant or future Property owner could demolish the Single-Family Dwelling and apply to subdivide the Lot into three Lots.

The Applicant's addition is required to meet the E Zoning District setback requirement of 30 feet because it was the governing zone at the time Staff reviewed the building permit. If this Zone Change is approved, the Applicant will have reduced Setbacks, and future additions or redevelopment of the site will be reviewed under the SF Zoning District requirements.

² LMC [§ 15-12-15\(B\)\(3\)](#)

³ LMC [§ 15-1-7](#)

⁴ LMC [§ 15-2.10-3](#)

⁵ LMC [§ 15-2.11-3](#)

The table below compares the E⁶ and SF⁷ Zoning District site requirements:

| Requirement | Estate | Single-Family |
|-------------------------------|--|--|
| Building Height | No Structure may be erected to a height greater than 28 feet from Existing Grade. | No Structure shall be erected to a height greater than 28 feet from Existing Grade. |
| Exceptions to Building Height | <p>Gable, hip, barrel, and similar pitched roofs may extend up to five feet above the Zone Height.</p> <p>Antennas, chimneys, flues, vents, and similar structures may extend up to five feet above the highest point of the Building to comply with International Building Code requirements.</p> | <p>Gable, hip, barrel, or similar pitched roofs may extend up to five feet above the Zone Height if the roof pitch is 4:12 or greater.</p> <p>Antennas, chimneys, flues, vents, and similar structures may extend up to five feet above the highest point of the Building to comply with International Building Code requirements.</p> |

The proposed Zone Change only alters the roof pitch; the maximum Building Height remains the same.

The following table compares the E⁸ and SF⁹ Zoning District Allowed Uses:

| ALLOWED USES | |
|---|---|
| Estate | Single-Family |
| <ul style="list-style-type: none"> • Single-Family Dwelling • Duplex Dwelling • Secondary Living Quarters • Accessory Apartment ¹⁰ • Nightly Rental ¹¹ | <ul style="list-style-type: none"> • Single-Family Dwelling • Duplex Dwelling ⁹ • Secondary Living Quarters • Accessory Apartment ⁹ |

⁶ LMC [§ 15-2.10-4](#)

⁷ LMC [§ 15-2.11-4](#)

⁸ LMC [§ 15-2.10.2\(A\)](#)

⁹ LMC [§ 15-2.11.2\(A\)](#)

¹⁰ Requires an Administrative Permit.

¹¹ Nightly rental of a Lockout Unit requires a Conditional Use Permit. Nightly Rentals do not include the Use of dwellings for Commercial Uses.

| | |
|---|--|
| <ul style="list-style-type: none"> • Home Occupation • Child Care, In-Home Babysitting • Child Care, Family • Child Care, Family Group • Accessory Buildings and Uses • Conservation Activity • Agriculture • Parking Area or Structure with four or fewer spaces • Internal Accessory Dwelling Unit • Lockout Unit ¹² • Raising, grazing of horses | <ul style="list-style-type: none"> • Nightly Rental ¹³ • Home Occupation • Child Care, In-Home Babysitting • Child Care, Family • Child Care, Family Group • Accessory Buildings and Use • Conservation Activity • Agriculture • Parking Area or Structure with four or fewer spaces • Internal Accessory Dwelling Unit |
|---|--|

The following table compares the E¹⁴ and SF¹⁵ Zoning District Conditional Uses:

| CONDITIONAL USES | |
|---|--|
| Estate | Single-Family |
| <ul style="list-style-type: none"> • Guest House • Group Care Facility • Child Care Center • Public and Quasi-Public Institutions, Churches, and Schools • Essential Municipal Public Utility Use, Facility, Services, and Structure • Telecommunication Antenna • Satellite Dish Antenna, greater than 39 inches in diameter • Raising, grazing of livestock • Bed and Breakfast Inn • Parking Area or Structure with five or more spaces • Temporary Improvement ¹⁶ • Outdoor Event • Recreation Facility, Public and Private | <ul style="list-style-type: none"> • Guest House • Group Care Facility • Child Care Center • Public and Quasi-Public Institutions, Churches, and Schools • Essential Municipal Public Utility Use, Facility, Service, and Structure • Telecommunication Antenna • Satellite Dish Antenna, greater than 39 inches in diameter • Raising, grazing of horses • Bed and Breakfast Inn • Parking Area or Structure with five or more spaces ¹⁶ • Temporary Improvement ¹⁶ • Outdoor Event ¹⁶ • Recreation Facility, Public or Private |

¹² Nightly rental of a Lockout Unit requires a Conditional Use Permit.

¹³ Allowed only within Prospector Village Subdivision. Commercial Uses are not allowed within Nightly Rental units.

¹⁴ LMC [§ 15-2.10-2\(B\)](#)

¹⁵ LMC [§ 15-2.11-2\(B\)](#)

¹⁶ Requires an Administrative Conditional Use permit.

| | |
|--|---|
| <ul style="list-style-type: none"> • Fences greater than six feet in height from Final Grade ¹⁶ • Support Retail and Minor Service Commercial ¹⁶ • Plant and Nursery stock products and sales • Cemetery • Hotel, Minor ¹⁷ • Hotel, Major ¹⁷ • Passenger Tramway Station and Base Facility • Ski Tow Rope, Ski Run, Ski Lift, and Ski Bridge • Recreation Facility, Commercial • Commercial Stables, Riding Academy • Mines and Mine Exploration • Vehicle Control Gates | <ul style="list-style-type: none"> • Fences greater than six feet in height from Final Grade ¹⁶ |
|--|---|

The proposed Zone Change to Single-Family will reduce the site's Allowed and Conditional Uses. It will also restrict the site from becoming a Nightly Rental, which is allowed within Prospector Village Subdivision, the only Subdivision in the SF Zoning District.

(II) The proposed Zoning Map amendment is consistent with the goals of the Park City General Plan.

Volume I of the General Plan contains goals, objectives, and strategies for each of the four Core Values: Small Town, Natural Setting, Sense of Community, and Historic Character. The General Plan goals best supported by this proposed zone change are outlined below with staff analysis.

Goal 14: Living within Limits – The future of the City includes limits (ecological, qualitative, and economic) to foster innovative sustainable development, protect the community vision, and prevent negative impacts to the region.

Any development at 1460 Eagle Way will be governed by the Zoning Ordinances of one zone which will remove ambiguity as to when the site must comply with Estate and when it must comply with Single-Family. The site will also be held to the standards established in the Sensitive Land Overlay, allowing Development in a manner that encourages the preservation of Park City's natural environment while providing for an acceptable Urban Scale.

¹⁷ Subject to regulations of LMC Chapter 15-6, Master Planned Developments.

(III) Future Development Must Comply with the Sensitive Land Overlay criteria outlined in Land Management Code Chapter 15-2.21, regardless of Estate or Single-Family Zoning.

1460 Eagle Way is located within the Sensitive Land Overlay (SLO). LMC [§ 15-2.21-2\(A\)](#) requires:

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 at time of Application, a Sensitive Lands Analysis.

The Applicant's Representative compiled a Sensitive Land Report as part of the Plat Amendment Application. This section of the analysis includes a summary of the report; the full report is attached as Exhibit C.

1. *Slope/Topographic Map:* Appendix A and B of the SLO report show the slope and topography for Lot B on a certified boundary survey with contour lines of five feet or less. The map highlights Steep Slopes in categories of (I) greater than 15%, (II) 30-40%, and (III) greater than 40%. Overall, the site is mildly sloped from east to west. The areas of Very Steep Slopes (over 40%) were, according to the report, created for landscaping with the construction of retaining walls.



Per LMC [§ 15-2.21-4](#), no Development is allowed on or within 50 feet of Very Steep Slopes. However, to be subject to this prohibition, an Area of Very Steep Slopes must cover a topographic Area at least 25 feet vertically, upslope or

downslope, and 50 feet horizontally in any direction.

The 2023 Plat Amendment was conditioned to address restricting Development on these areas of Very Steep Slopes so that no future development is allowed in any areas identified as Very Steep Slopes.

2. *Ridge Line Areas*: The property exists between the elevations of 7442 feet and 7462 feet. Proximate topography indicates the property does not exist on or within 150 feet of any ridge lines.
3. *Vegetative Coverage*: The subject property contains existing planned landscaping and non-native deciduous trees. Gamble oak, scrub oak, sage, and native grasses are dominant south of Lot B (1460 Eagle Way). The Zoning Map amendment will not affect vegetative coverage.
4. *Designated Entry Corridors and Vantage Points*: The property is not visible from designated entry corridors and vantage points.
5. *Wetlands*: The property is not within 50 feet of any designated wetlands as determined by UGS data and approved by the National Wetland Inventory.
6. *Stream Corridors, Canals, and Irrigation Ditches*: The property is not affected by any streams, canals, or irrigation ditches.
7. *Wildlife Habitat Areas*: The following wildlife habitats are substantial and either cross the property or are nearby:
 - a. Black Bear
 - b. Dusky Grouse
 - c. Moose
 - d. Mule Deer
 - e. Rocky Mountain Elk
 - f. Snowshoe Hare

(V) On November 21, 2023, the Development Review Committee reviewed the proposal and finds it meets development standards.¹⁸

Department Review

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

¹⁸ 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).

Notice

Staff published notice on the City's website and the Utah Public Notice website, and posted notice to the property on December 27, 2023. Staff mailed courtesy notice to property owners within 300 feet on December 27, 2023. The *Park Record* published notice on December 27, 2023.¹⁹

Public Input

Staff did not receive any public input at the time this report was published nor at the Planning Commission Meeting.

Alternatives

- The City Council may approve Ordinance No. 2024-02 amending the Zoning Map for 1460 Eagle Way;
- The City Council may deny Ordinance No. 2024-02 amending the Zoning Map for 1460 Eagle Way and direct staff to make Findings for the denial; or
- The City Council may request additional information and continue the discussion to a date certain.

Exhibits

Exhibit A: Draft Ordinance and Proposed Zoning Map Amendment
Exhibit B: Applicant's Statement
Exhibit C: Sensitive Land Overlay Report

¹⁹ LMC [§ 15-1-21](#)

Ordinance No. 2024-02

**AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FOR ONE LOT
ZONED SINGLE-FAMILY AND ESTATE TO SINGLE-FAMILY, INCLUDING ALL OF
LOT EW-B-2AM LOCATED AT 1460 EAGLE WAY, PARK CITY, UTAH**

WHEREAS, the Lot is privately owned and will maintain the current Use as a Single-Family Property; and

WHEREAS, the owner of the property located at 1460 Eagle Way petitioned the City Council for approval of the Zoning Map Amendment; and

WHEREAS, on December 27, 2023, the property was posted, and courtesy notice was mailed to property owners within 300 feet pursuant to the requirement of the Land Management Code; and

WHEREAS, legal notice was published in the Park Record on December 27, 2023, according to the requirements of the Land Management Code; and

WHEREAS, the Planning Commission held a duly notice public hearing on January 10, 2024, to receive input on the Zoning Map Amendment; and

WHEREAS, on January 10, 2024, the Planning Commission forwarded a unanimous positive recommendation to the City Council; and

WHEREAS, on February 1, 2024, the City Council held a public hearing to receive input on the Zoning Map Amendment; and

WHEREAS, the proposed Zoning Map Amendment is consistent with the following purposes of the Utah Municipal Land Use, Development, and Management Act (LUDMA) Section 10-9a-102 Purposes – General Land Use Authority:

1. The purposes of this chapter are to:
 - a. Provide for the health, safety, and welfare;
 - b. Promote the prosperity;
 - c. Improve the morals, peace, good order, comfort, convenience, and aesthetics of each municipality and each municipality's present and future inhabitants and businesses;
 - d. Protect the tax base;
 - e. Secure economy in government expenditures;
 - f. Foster the State's agricultural and other industries;
 - g. Protect both urban and non-urban development;
 - h. Protect and ensure access to sunlight for solar energy devices;
 - i. Provide fundamental fairness in land use regulation;
 - j. Facilitate orderly growth and allow growth in a variety of housing types; and,
 - k. Protect property values.

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

SECTION 1. APPROVAL. The Zoning Map Amendment from Single-Family and Estate to Single-Family, as shown in attachment 1, is approved subject to the following Findings of Fact and Conclusions of Law:

Findings of Fact:

1. The property is located at 1460 Eagle Way.
2. The property is listed with Summit County as Parcel number EW-B-2AM.
3. The property is in the Single-Family and Estate Zoning Districts.
4. The Applicant proposes amending the Zoning Map to rezone 1.04 acres from Single-Family and Estate to be entirely in the Single-Family Zoning District.
5. The Applicant is also the property owner of the 9.35-acre Estate lot immediately to the south, known as 1468 Eagle Way.
6. This Zoning Map amendment does not extend to the Estate Lot, which will remain in the Estate Zoning District.
7. On June 15, 2023, the City Council adopted Ordinance No. 2023-29, approving the Eagle Way Second Amended Plat Amendment which increased the size of 1460 Eagle Way from 0.76 acres (33,235 square feet) to 1.04 acres (45,114 square feet).
8. The expansion of 1460 Eagle Way created a split-zoned Lot, with 12,400 square feet in the Estate Zoning District and 32,714 square feet in the Single-Family Zoning District.
9. Pursuant to LMC § 15-1-6(B), the Area of Lot B within the SF Zoning District must comply with all SF Lot and Site requirements. The Area within the E Zoning District must comply with all E Lot and Site requirements.
10. On October 23, 2023, the Applicant submitted a Zone Change application to the Planning Department to rezone the split-zoned lot at 1460 Eagle Way to be entirely in the Single-Family (SF) Zoning District. Staff determined the application was complete on October 26, 2023.
11. The Land Management Code regulates Lot and Site Requirements pursuant to LMC § 15-2.10-3 for Estate Zoning District and § 15-2.11-3 for Single Family Zoning District.
12. A Single-Family Dwelling is an allowed Use in the Single-Family and in the Estate Zoning District for Lots with at least three acres.
13. The maximum Density in the Single-Family Zoning District is three units per acre.
14. The required Front, Rear, and Side Setback in the Estate District is 30 feet.
15. The required Front Setback in the Single-Family District is 20 feet.
16. The required Side Setback in the Single-Family District is 12 feet.
17. The required Rear Setback in the Single-Family District is 15 feet.

18. There is an existing Single-Family Dwelling with active building permits for a remodel and garage addition (#23-240 and #23-1151).
19. Due to the size of the Lot (1.04 acres), the Applicant or future Property owner could demolish the Single-Family Dwelling and apply to subdivide the Lot into three Lots.
20. The Applicant's addition is required to meet the E Zoning District setback requirement of 30 feet because it was the governing zone at the time Staff reviewed the building permit.
21. If this Zone Change is approved, the Applicant will have reduced Setbacks, and future additions to the site's Structure will be reviewed under the SF Zoning District requirements.
22. The maximum Building Height in the Estate Zoning District is 28 feet from Existing Grade.
23. The maximum Building Height in the Single-Family Zoning District is 28 feet from Existing Grade.
24. Gable, hip, barrel, and similar pitched roofs may extend up to five feet above the Zone Height in the E Zoning District and in the SF Zoning District if the roof pitch is 4:12 or greater.
25. Antennas, chimneys, flues, vents, and similar structures may extend up to five feet above the highest point of the Building to comply with International Building Code requirements in both E and SF Zoning Districts.
26. The proposed Zone Change only alters the roof pitch; the maximum Building Height remains the same.
27. The proposed Zone Change to Single-Family will reduce the site's Allowed and Conditional Uses. It will also restrict the site from becoming a Nightly Rental, which is allowed within Prospector Village Subdivision, the only Subdivision in the SF Zoning District.
28. The proposal is consistent with Goal 14 of the Park City General Plan.
29. Any development at 1460 Eagle Way will be governed by the Zoning Ordinances of one zone, which will remove ambiguity as to when the site must comply with Estate and when it must comply with Single-Family requirements.
30. The Lot is in the Sensitive Land Overlay and must comply with the Sensitive Land Overlay criteria outlined in LMC Chapter 15-2.21, regardless of Estate or Single-Family Zoning.
31. The site will be held to the standards established by the Sensitive Land Overlay, allowing Development in a manner that encourages the preservation of Park City's natural environment while providing for an acceptable Urban Scale.
32. The Development Review Committee met on November 21, 2023, and finds the proposal meets development standards.

Conclusions of Law:

1. The Zoning Map Amendment request is consistent with the Park City General Plan and the Land Management Code, including § 15-1-7(2).
2. The Zoning Map Amendment is consistent with applicable state law.
3. The Zoning Map Amendment furthers the purposes of Utah Code § 10-9a-102(1).

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

PASSED AND ADOPTED this 1st day of February 2024.

PARK CITY MUNICIPAL CORPORATION

Nann Worel, MAYOR

ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney's Office

Attachment 1 – Proposed Zoning Map

A map of a parcel owned by the Park City Municipal Corporation, identified as Parcel SA-S-35-X. The map shows a large green area labeled 'ESTATE (E) ZONE' and a yellow area labeled 'SINGLE FAMILY (SF) ZONE'. A road, 'AERIE DRIVE', runs along the top edge. A smaller road, 'EAGLE WAY', runs through the yellow area. A specific lot within the yellow area is labeled '1460 EAGLE WAY'. Several amendments are indicated: 'EAGLE WAY PLAT AMENDMENT' (twice), 'EAGLE WAY PLAT AMENDMENT SECOND AMENDED', 'THE AERIE PHASE I', and 'FIRST AMENDMENT TO HEARTHSTONE'.

PARK CITY MUNICIPAL CORPORATION
PARCEL SA-S-35-X

AERIE DRIVE

THE AERIE PHASE I

SINGLE FAMILY (SF) ZONE

EAGLE WAY

1460 EAGLE WAY

EAGLE WAY PLAT AMENDMENT

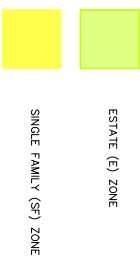
EAGLE WAY PLAT AMENDMENT SECOND AMENDED

ESTATE (E) ZONE

FIRST AMENDMENT TO HEARTHSTONE

The map displays a residential area with several key features:

- 1460 EAGLE WAY**: A central property with a yellow background, outlined with a solid black line.
- EAGLE WAY**: A road running horizontally through the center of the map.
- SINGLE FAMILY (SF) ZONE**: A zoning designation located to the right of Eagle Way.
- THE AERIE PHASE II**: A property located to the right of the Single Family (SF) Zone.
- AERIE DRIVE**: A road running vertically along the right edge of the map.
- EAGLE WAY PLAT AMENDMENT**: A property located to the left of Eagle Way.
- ESTATE (E) ZONE**: A zoning designation located to the left of Eagle Way.
- EAGLE WAY PLAT AMENDMENT SECOND AMENDED**: A property located to the left of the Estate (E) Zone.
- FIRST AMENDMENT TO HEARTHSTONE**: A property located to the left of the Eagle Way Plat Amendment Second Amended.
- PARK CITY MUNICIPAL CORPORATION PARCEL 5A-S-35-X**: A label located at the bottom right of the map.



Page 184 of 242

ZONE CHANGE INTENT
(1460 Eagle Way)

October 23, 2023

PROJECT INTENT

The original Eagle Way Plat Amendment, recorded April 12, 1999, as Entry No. 535518, in the Office of the Recorder, Summit County, Utah, created two single family lots from Lots 62, 63 and 64, The Aerie Phase I, recorded December 31, 1981, as Entry No. 187143.

The First Amendment Lot B of Eagle Way Plat Amendment, recorded October 18, 2007, as Entry No. 828447, expanded Lot B (1460 Eagle Way) to include property to the south, creating a lot consisting of 0.75 acres. The first amended plat of Lot B also created a 3-acre Estate Lot 1 (1468 Eagle Way) to the south of Lot B.

The First Amendment Lot B of Eagle Way Plat Amendment was retired and replaced by Eagle Way Plat Amendment Second Amended, recorded August 28, 2023, as Entry No. 1208779. Lot B increased in size by expanding to the south into Estate Lot 1 and Estate Lot 1 increased in overall size by adding a parcel of land to the south. The most recent plat left Lot B partially in the Single Family (SF) Zone and partially in the Estate (E) Zone.

This application proposes to have Lot B, Eagle Way Plat Amendment Second Amended, entirely in the Single Family (SF) Zone.



SENSITIVE LAND OVERLAY STUDY:
LOT B, EAGLE WAY PLAT AMENDMENT
1460 EAGLE WAY, PARK CITY, UT 84060

BY MICHAEL DEMKOWICZ, P.E. P.L.S
OWNER & PRESIDENT OF ALLIANCE ENGINEERING, INC.

2700 Suite 50 & 60, Park City, Utah
P.O. Box 2664 | Office: 435-649-9647

Chapter 2.21.3 Sensitive Lands OverlayZone – Ordinance Provisions

PURPOSE: The purpose of the Sensitive Land overlay (SLO) 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 while allowing a reasonable use of property;
- D) Prohibit development on ridge line areas, steep slopes, and wetlands; and
- E) Protect and preserve environmentally sensitive land.

(Amended by Ord. No. 07-81)

OVERLAY REVIEW PROCESS: The overlay review process has four primary steps:

- A) **SENSITIVE LAND ANALYSIS**
 - 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, wild land interface, and wildlife habitat areas and provide at time of application a sensitive land analysis.
- B) **APPLICATION OF OVERLAY ZONE REGULATIONS**
 - Regulatory standards apply to the type of sensitive land delineated.
- C) **SITE DEVELOPMENT SUITABILITY DETERMINATION**
 - Staff shall review the sensitive land analysis, apply the applicable sensitive land overlay regulations, Section 15-2.21-4 through 15-2.21-9, and shall prepare a report to the applicant and the Planning Commission identifying those areas suitable for development as developable land.
- D) **HARDSHIP RELIEF**
 - If the Applicant demonstrates that the regulations PARK CITY MUNICIPAL CODE - TITLE 15 LMC, Chapter 2.21 Sensitive Land Overlay Zone (SLO) Regulations 15-2.21-2 would deny all reasonable use of the property, the Planning Commission may modify application of these regulations to provide the applicant reasonable use of the property.

(Amended by Ord. No. 07-81)

SENSITIVE LAND ANALYSIS:**1) Slope/Topographic Map**

- A slope and topographic map based on a certified boundary survey depicting contours at an interval of five feet (5') or less. The map must highlight area of high geologic hazard, areas subject to land sliding, and all significant steep slopes in the following categories: greater than 15%, greater than 30%, and very steep slopes greater than 40%.

2) Ridge Line Area (N/A)

- A map depicting all crests of hills and ridge line areas.

3) Vegetative Cover

- A detailed map of vegetative cover, depicting the following: deciduous trees, coniferous trees, gamble oak or high shrub and sage, grassland, and agricultural crops.
- The Planning Department may require a more detailed tree/ vegetation survey if the site has unusual or significant vegetation, stand of trees, or woodlands.

4) Designated Entry Corridors and Vantage Points

- Designated entry corridors and vantage points present within or adjacent to the site, including Utah highway-248 east of Wyatt Earp Way and Utah highway-224 north Holiday Ranch.

5) Wetlands

- A map delineating all wetlands established by using the 1987 *Federal Manual for identifying and Delineating Jurisdictional Wetlands*, as amended. **See Section 15-2.21-6.**

6) Stream Corridors, Canals, and Irrigation Ditches.

- A map delineating all stream corridors, canals, and irrigation ditches, defined by the Ordinary High-Water Mark.

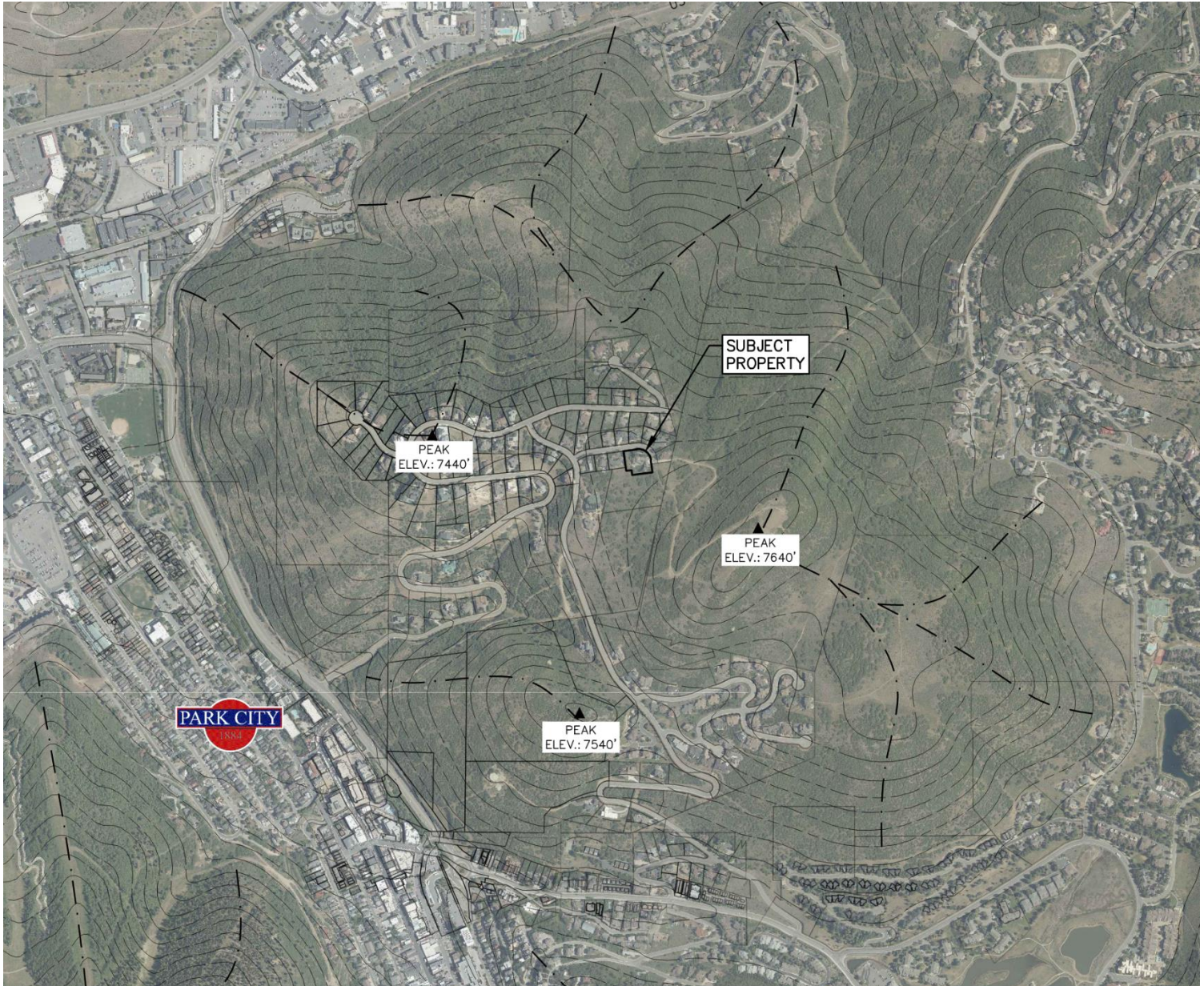
7) Wildlife Habitat Areas

- A map depicting all wildlife habitat areas, as defined by the wildlife habitat report shall be provided by the applicant. The wildlife habitat report shall be prepared by a professional, qualified in the areas of ecology, wildlife biology, or other relevant disciplines.

Topographic Map and Slope Analysis:

See attached Appendix A & B.

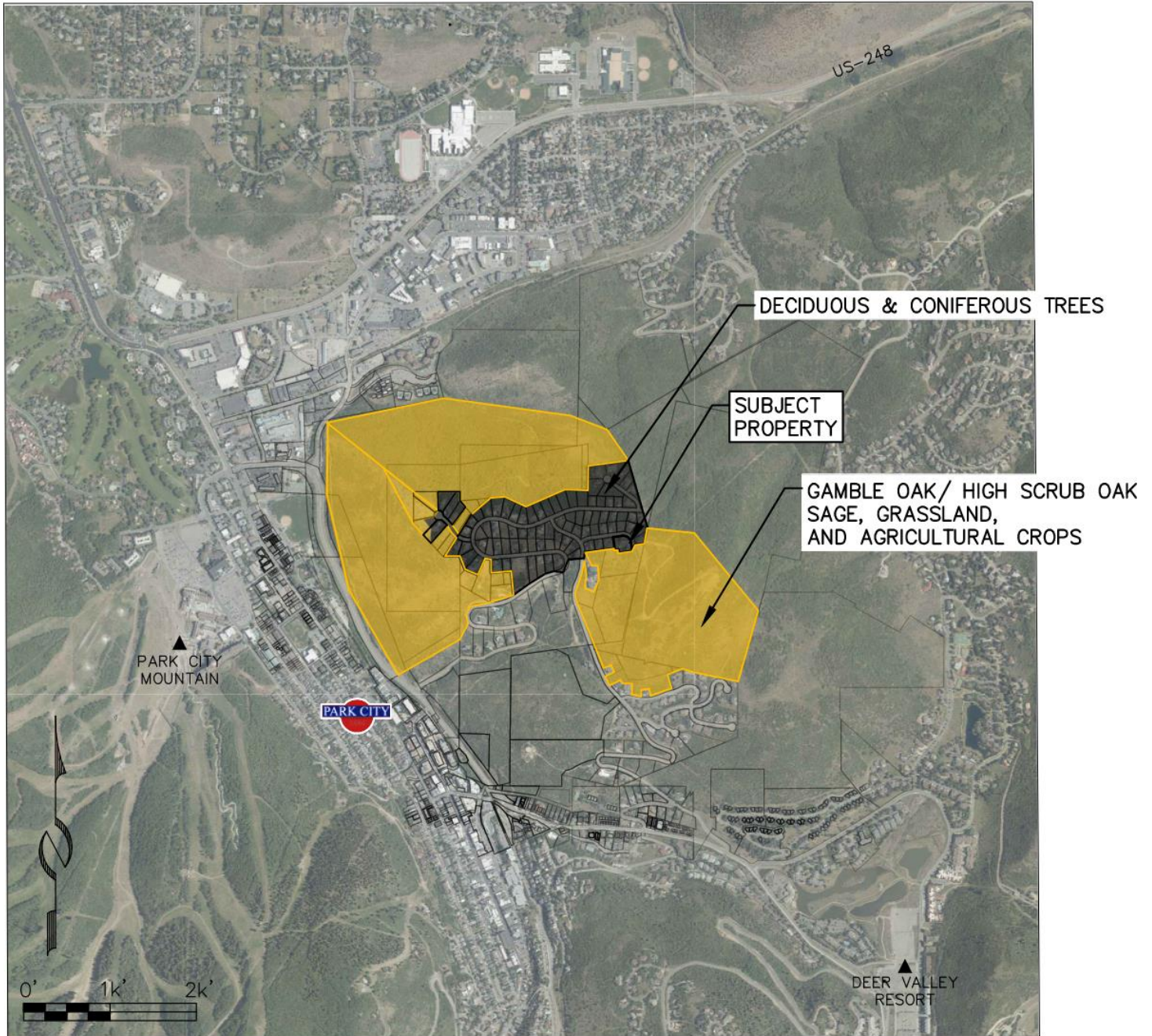
Ridge Line Study:



A field survey and topographic study was performed February 7, 2023 and found the subject property exists between elevations 7442.0' and 7462.0'. Proximate topography indicates subject property does not exist on any ridge lines.

Topographic contours displayed above were collected from public databases (2018 USGIS) and serve as a visual aide for the purposes of this document.

Vegetative Cover:

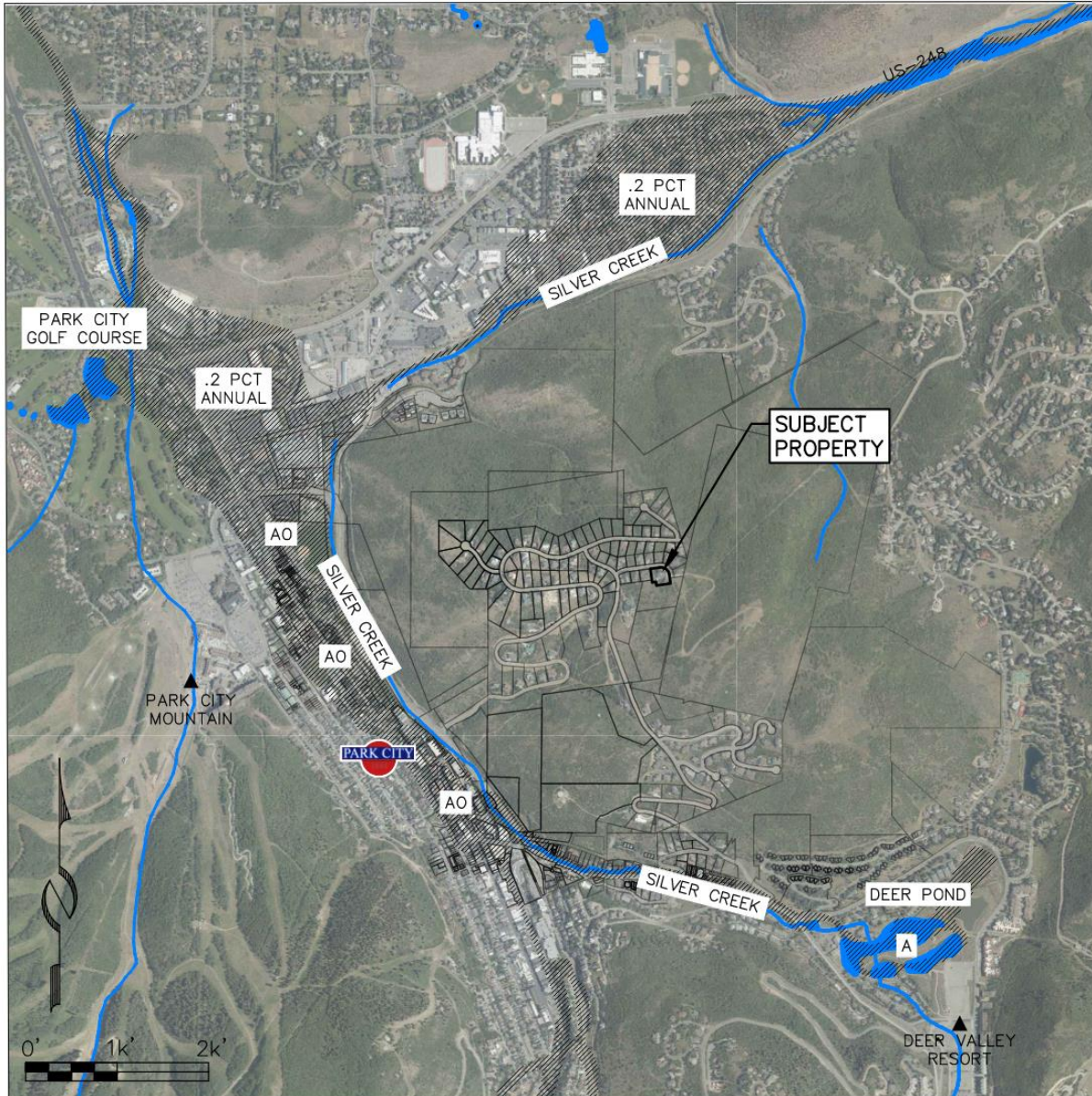


See appendix A for field survey of existing vegetation affected by the proposed building addition. Designed landscaping and non-native deciduous trees appear to be affected by future building footprint. Subject property contains primarily gamble oak and scrub oak along with sage and grassland south of the proposed structure.

Designated Entry Corridors and Vantage Points:

This portion of the Sensitive Land Overlay study is not applicable as directed from city staff.

Wet Lands:



Subject property is not affected by any designated wet lands as determined by UGS data updated July 19, 2022 and approved from the National Wetland Inventory.

NOTE: This is not an official water delineation map and is specifically used as a visual aide to assess if the subject property is affected by any designated wetlands.

Stream Corridors, Canals, and Irrigation Ditches:

See wetland and stream corridor map above. Subject property is not affected by any designated streams, canals or irrigation ditches as determined by UGS data updated July 19, 2022 and approved from the National Wetland Inventory.

NOTE: This is not an official water delineation map and is specifically used as a visual aide to assess if the subject property is affected by any designated wetlands.

Wildlife Habitat Areas:

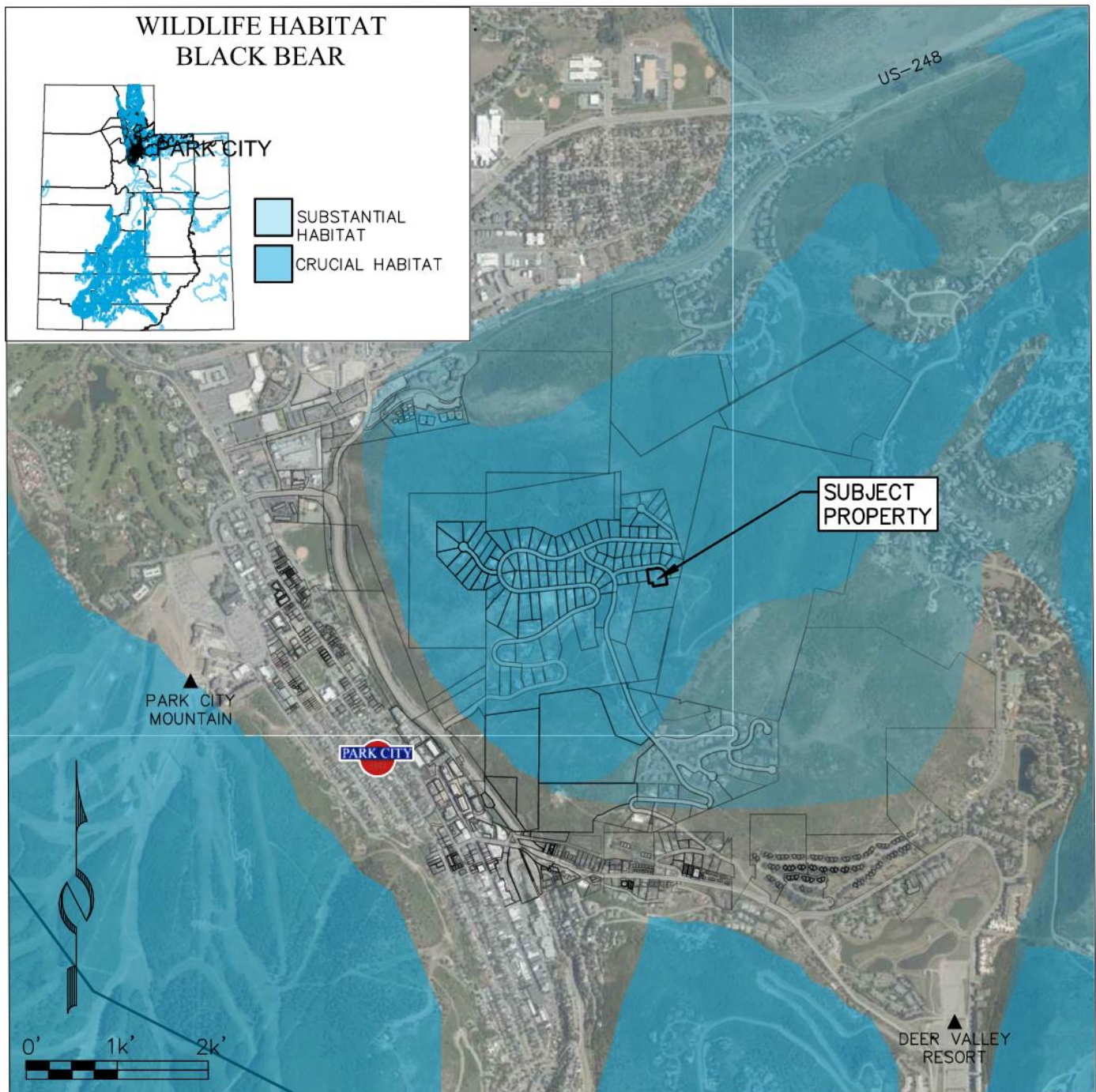


FIGURE 7.1: Shows a crucial, year-long habitat for the regional Black Bear.

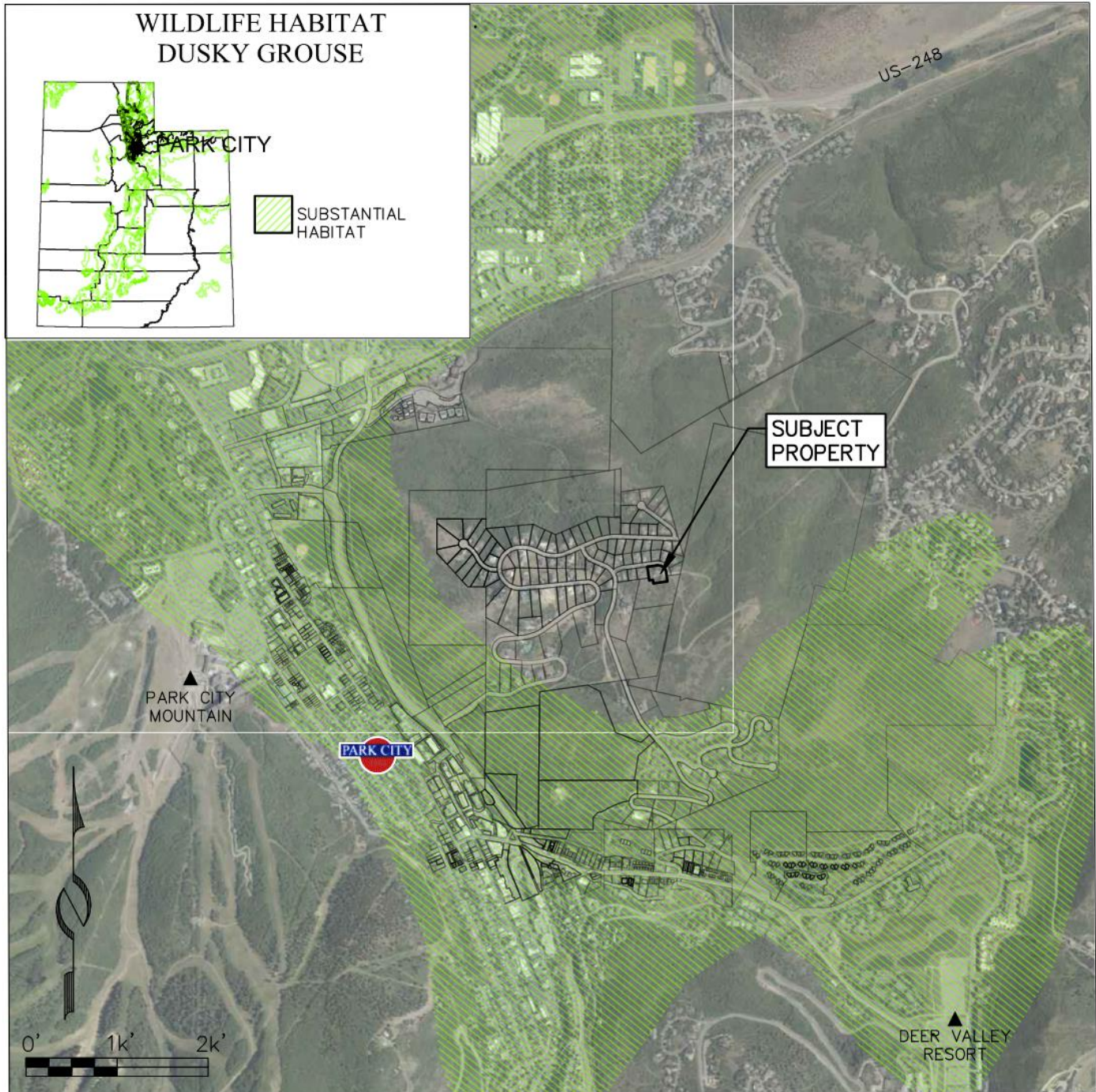


FIGURE 7.2: Shows a substantial, year-long habitat for the Dusky Grouse. Does not affect subject property.

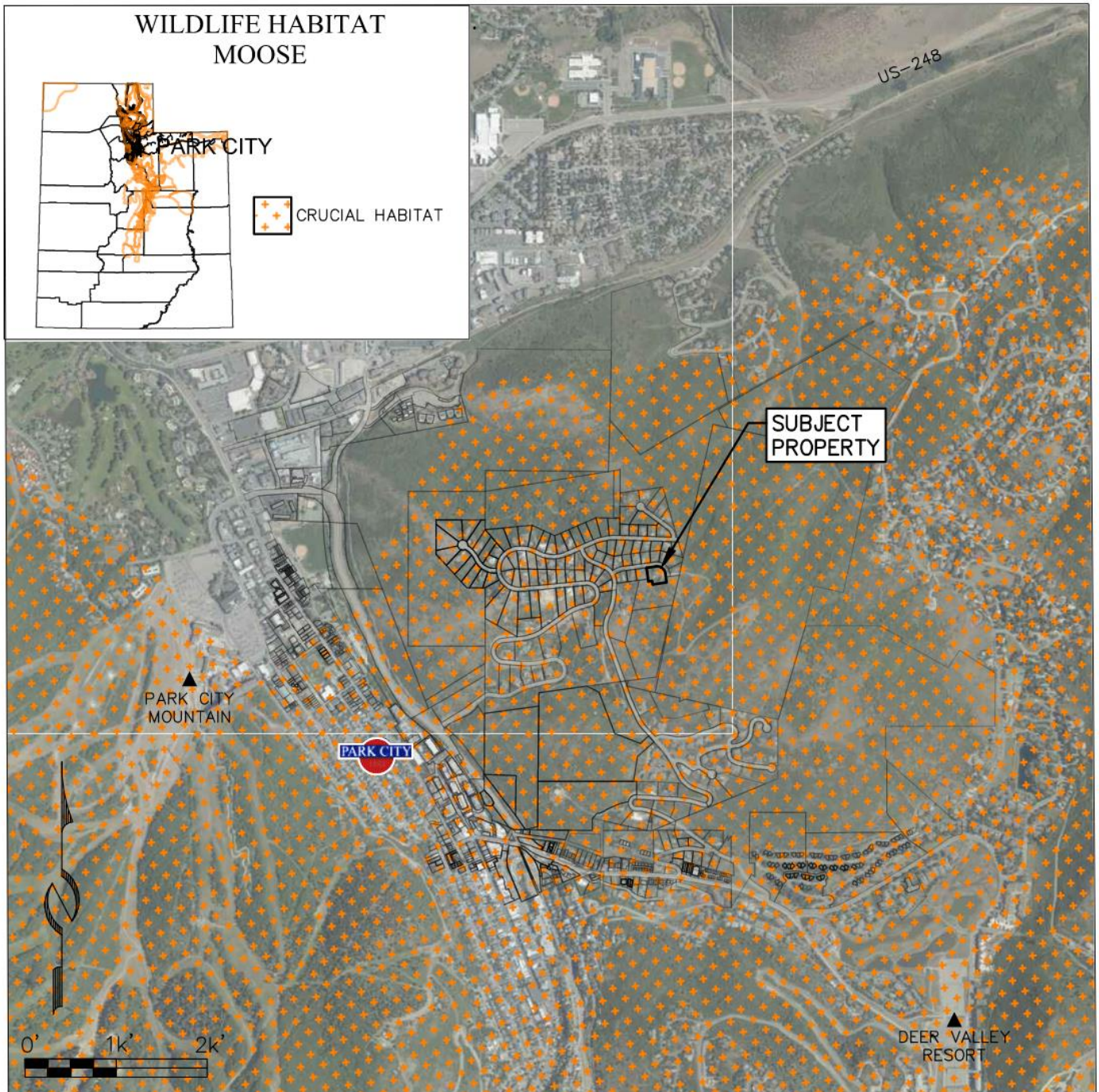


FIGURE 7.3: Shows a crucial, year-long calving habitat for the regional Moose.

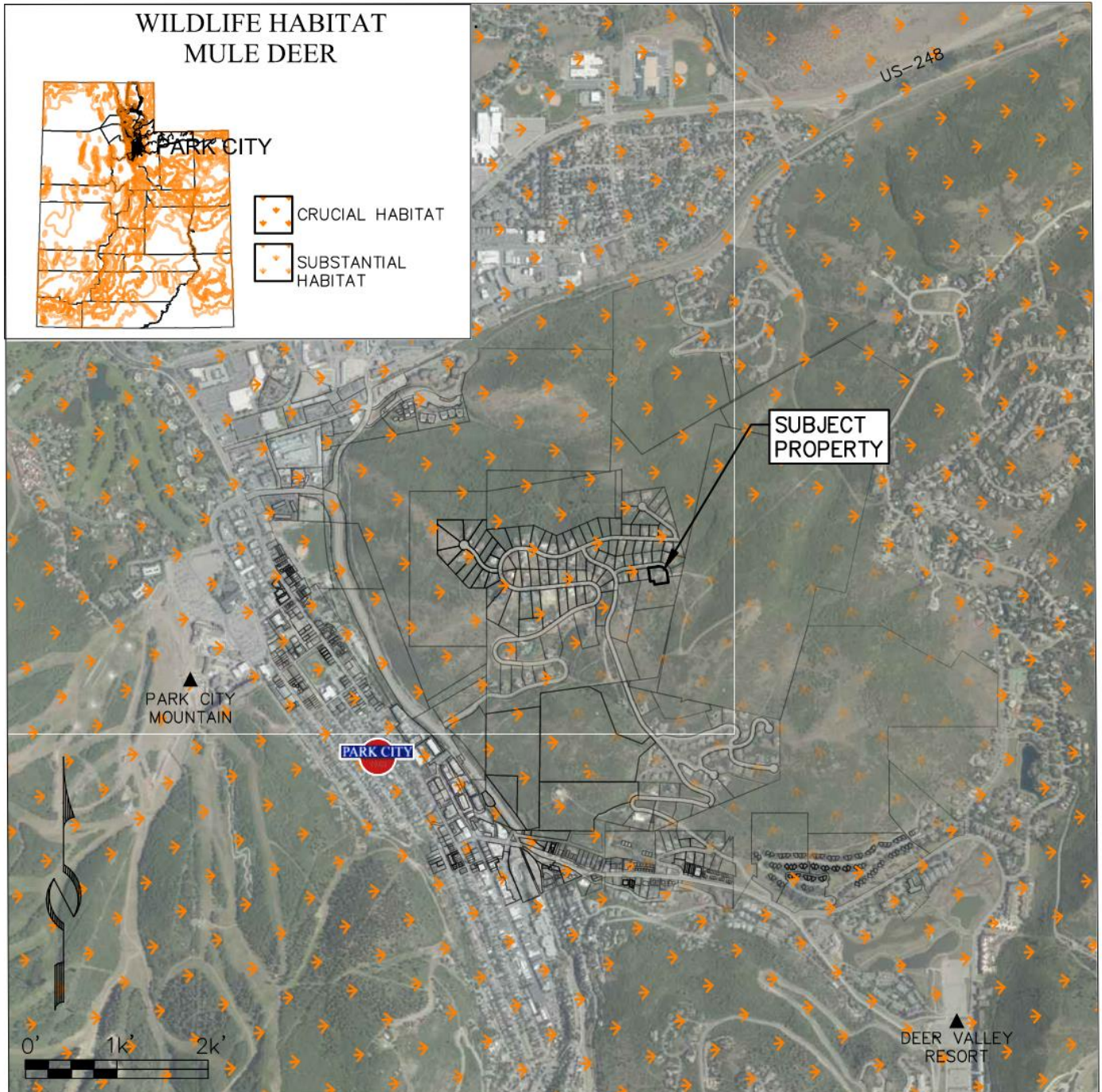


FIGURE 7.4: Shows a crucial, seasonal (Summer) habitat for the regional Mule Deer.

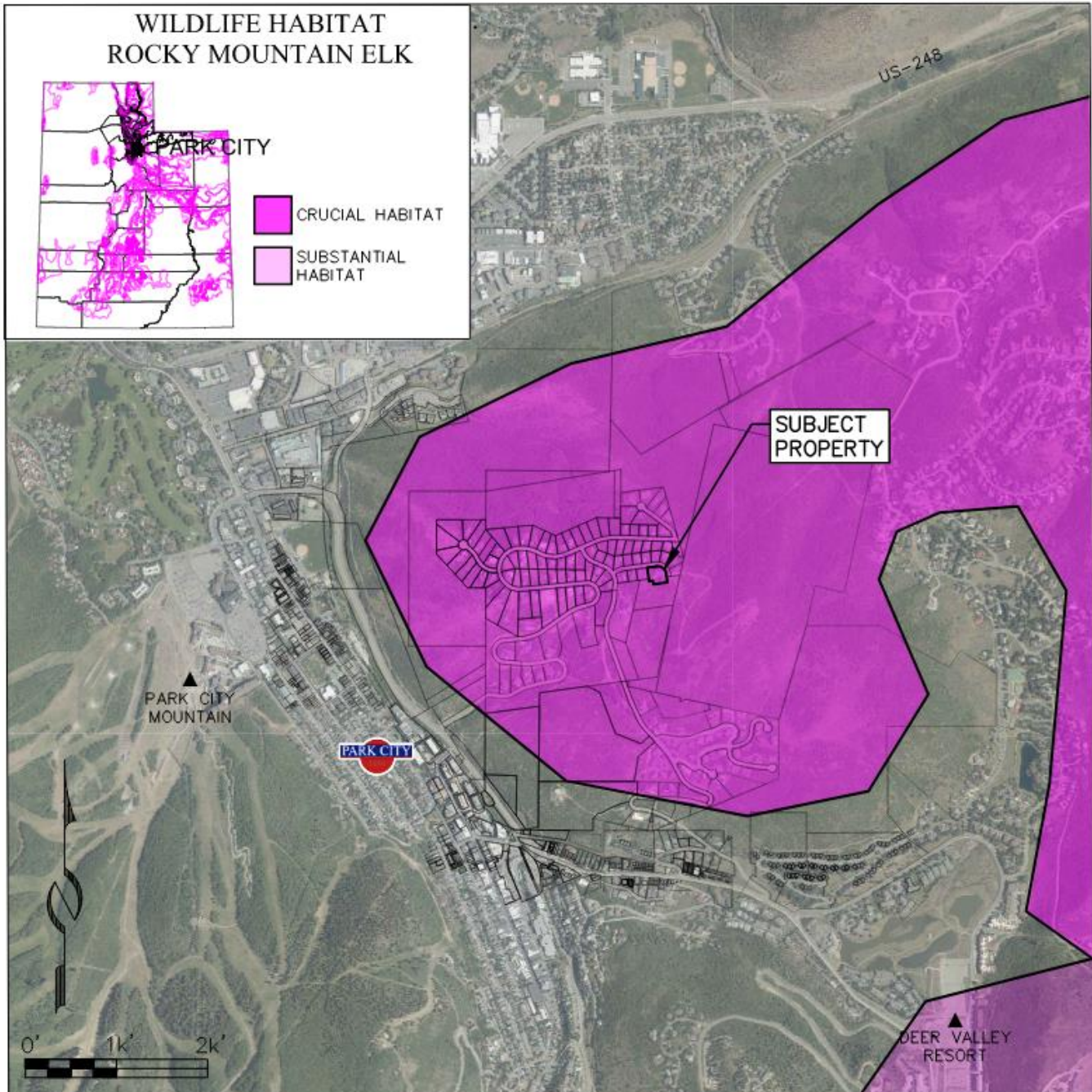


FIGURE 7.5: Shows a crucial, seasonal (Winter) habitat for the Rocky Mountain Elk.

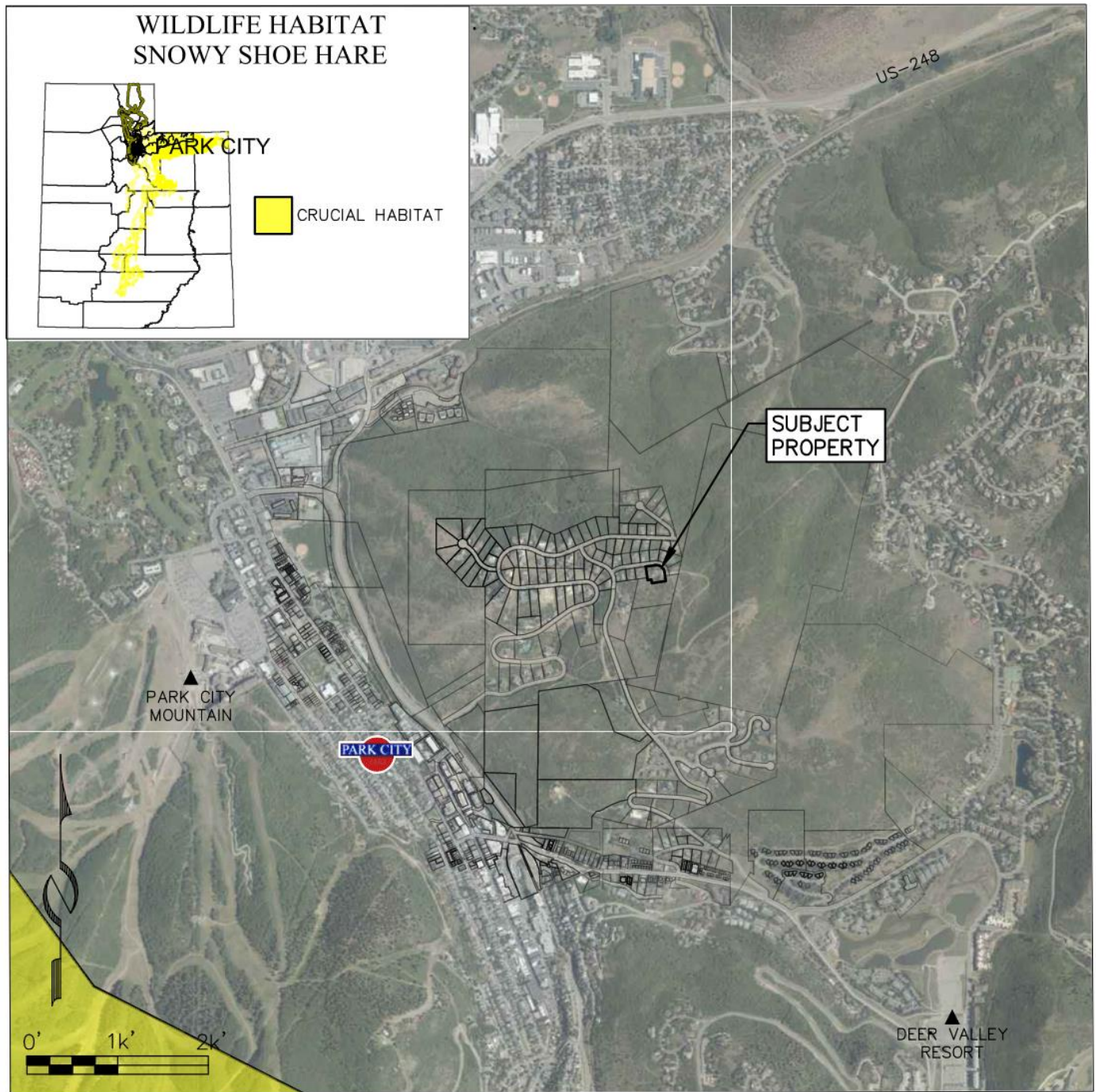


FIGURE 7.6: Shows a crucial, year-long habitat for the Snowy Shoe Hare. Does not affect subject property.

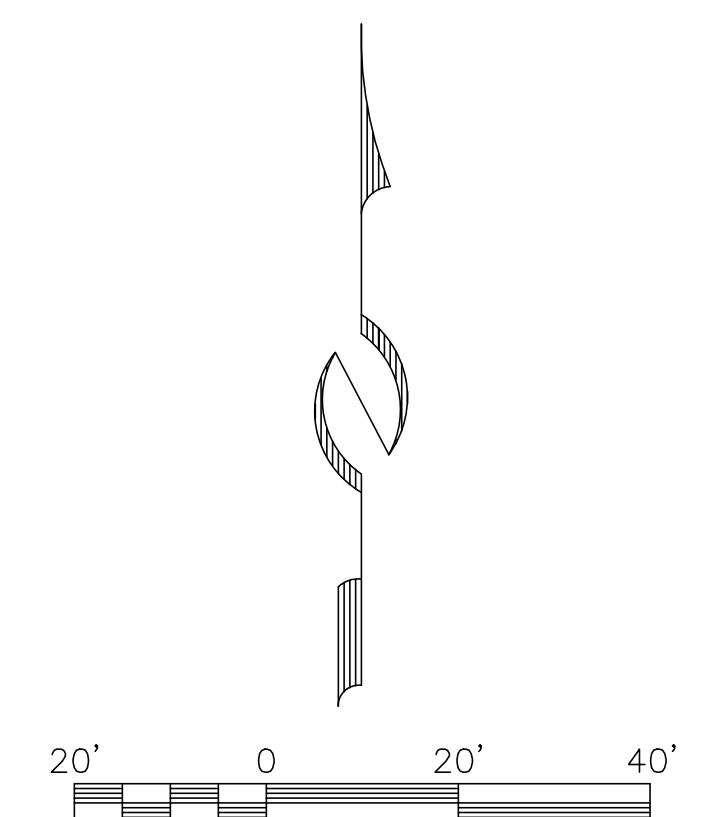


NOTES

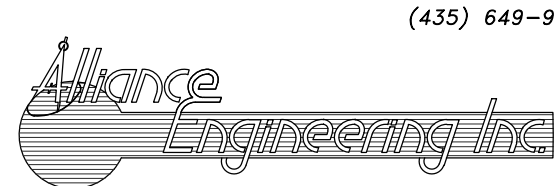
1. Site Benchmark: Sanitary Sewer Manhole = 7443.1'.
2. Field work for this survey was completed on February 7, 2023.
3. The architect is responsible for verifying building setbacks, zoning requirements and building heights.
4. Snow coverage at the time of the survey was approximately 5-6'. Therefore, some conditions may exist which are not shown.
5. See First Amendment Lot B of Eagle Way Plat Amendment, Entry No. 828447 in the Summit County Recorder's Office.

| LINE TABLE | | |
|------------|---------------|--------|
| LINE | DIRECTION | LENGTH |
| L1 | N 7°39'29" W | 30.00 |
| L2 | N 7°39'29" W | 38.36 |
| L3 | S 82°20'31" W | 40.60 |
| L4 | N 7°39'29" W | 25.00 |

| COLOR | SLOPE (%) |
|-------------|-----------|
| Light Green | 0%-15% |
| Yellow | 15%-30% |
| Orange | 30%-40% |
| Red | 40%+ |

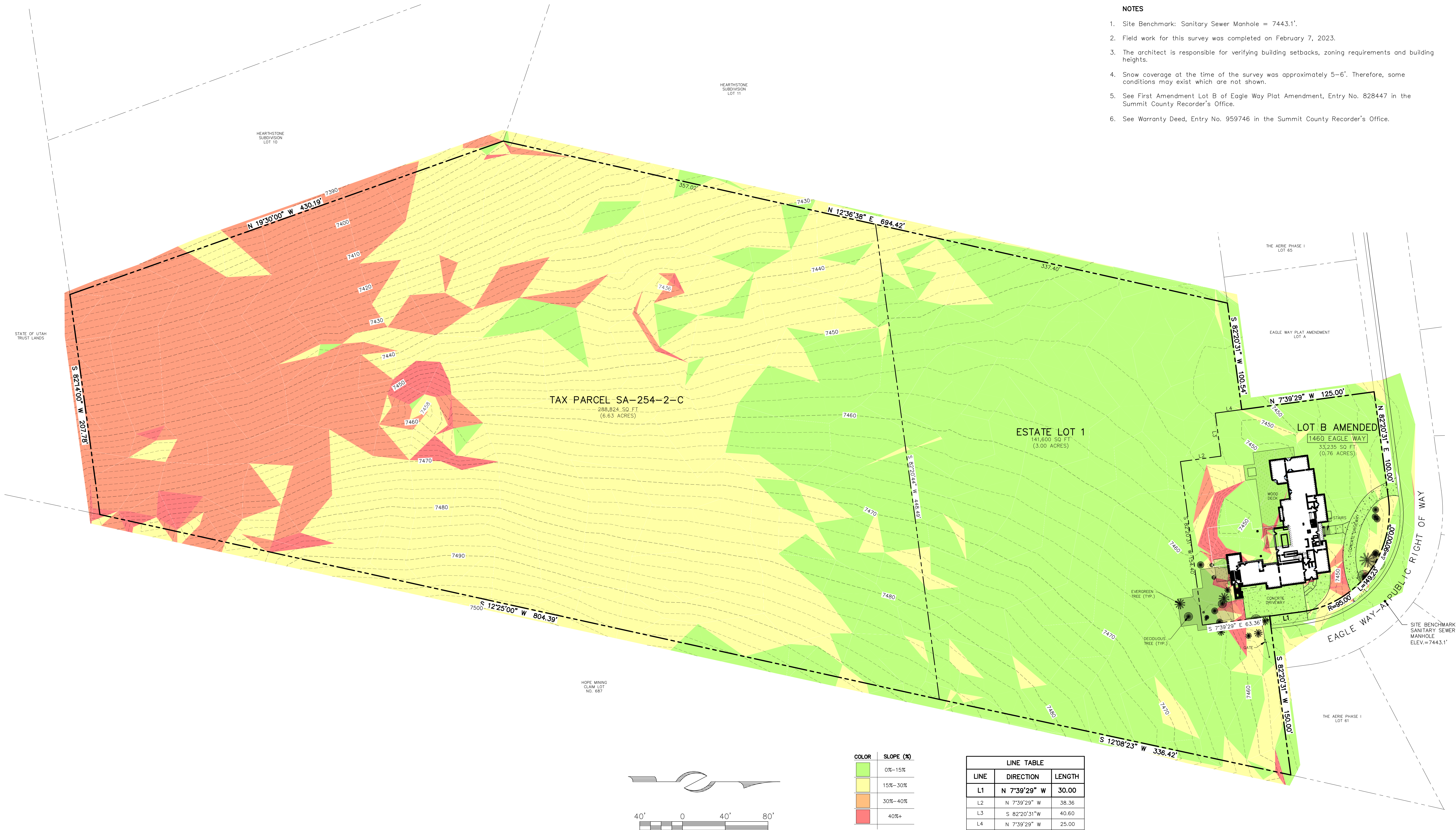


APPENDIX A

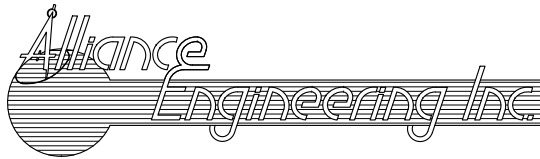
| | | | |
|---|--|--|---|
|  <p>(435) 649-9467 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664</p> | STAFF: MARSHALL KING BRAYLON ROSE TYLER LEPORE THOMAS VAUGHN MARK THOMAS DATE: 4/11/2023 | EXISTING CONDITIONS & TOPOGRAPHIC MAP LOT B EAGLE WAY PLAT AMENDED 1460 EAGLE WAY FOR: KAREN MARRIOTT JOB NO.: 6-11-22 FILE: X:\Aerie\dwg\src\topo22\061122.dwg | SHEET 1 OF 1 |
|---|--|--|---|

NOTES

1. Site Benchmark: Sanitary Sewer Manhole = 7443.1'.
2. Field work for this survey was completed on February 7, 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 5-6'. Therefore, some conditions may exist which are not shown.
5. See First Amendment Lot B of Eagle Way Plat Amendment, Entry No. 828447 in the Summit County Recorder's Office.
6. See Warranty Deed, Entry No. 959746 in the Summit County Recorder's Office.



APPENDIX B

| | | | |
|---|--|---|---|
|  (435) 649-9467 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664 | STAFF: MARSHALL KING BRAYLON ROSE TYLER LEPORE THOMAS VAUGHN MARK THOMAS | EXISTING CONDITIONS & TOPOGRAPHIC MAP FIRST AM LOT B OF EAGLE WAY PLAT AM & TAX PARCEL SA-254-2-C | SHEET 2 OF 2 |
| | DATE: 4/20/23 | FOR: KAREN MARRIOTT JOB NO.: 6-11-22 FILE: X:\Aerie\dwg\srvt\topo22\061122.dwg | |

City Council Staff Report



Subject: Electric Bus and Trolley Purchase
Author: Kim Fjeldsted
Department: Transportation Department
Date: February 1, 2024
Type of Item: New Business

Summary Recommendation

Authorize the City Manager to execute:

1. Electric Bus Options from the Gillig/Utah Transit Authority Contract to purchase seven (7) new 35-foot electric buses and three (3) ABB Depot Chargers with a total of nine (9) dispensers;
2. An electric trolley specially manufactured for Main Street; and
3. A Ford E-Transit Passenger Van to provide local services between residential neighborhoods, Park City High School, the hospital and National Ability Center, and other key local destinations.

This purchase will involve multiple contracts for the City Manager to authorize as approved by the City Attorney's Office.

Background and Analysis

Park City Transit (PCT) now has six years of electric bus experience, and we have learned that it takes more electric buses than diesel to operate the same service. This is due to range limitations, recharging time, and the emerging technology of electric buses, which is simply less reliable overall. Therefore, six (6) buses will expand the existing electric bus fleet to maintain future service reliability, and the remaining 7th bus will replace a 2010 diesel bus with over 530,000 miles.

To support Park City's sustainability goal to utilize 100% renewable electricity city-wide by 2030 (see here), PC Transit has worked to convert our diesel bus fleet to all-electric. The PCT fleet currently consists of 18 diesel and 20 electric buses. Per the Federal Transit Administration's (FTA) standards, the end-of-life for 35' diesel buses is 12 years or 500,000 miles. Seven (7) of the 18 diesels are over 12 years old. Six of the 7 older diesels have already been replaced with the new 2023 Gillig electrics and will be sold at auction this winter's end. The seventh diesel (2010) will be replaced with this purchase.

Therefore, six buses, an electric van, and an electric trolley will provide an important expansion and reliability function to the PCT fleet. The expansions are within our allowable fleet size per FTA regulations. After this purchase, 8 diesels will be due for replacement in 2028, followed by 3 diesels in 2029.

The Main Street Trolley is a beloved part of the community. We are exploring an electric, smaller vehicle trolley option to provide greater flexibility in routing and ensure environmental stewardship in the City.

Importantly, PCT receives considerable federal funding for the buses it purchases, reducing the true costs of operating a system of our size and magnitude. For example, the local match for FTA grants is estimated at \$2.2 million to purchase a total of seven (7) electric buses and one electric commuter van. The entire purchase without federal funding, including the electric trolley, is estimated to actually cost \$11 million.

We estimate approximately \$8.5 million will be paid with already awarded federal grants (Federal FY 2021, 5339(b) Bus and Bus Facilities, and FFY 2022, 5339(c) Low-No Emission Vehicle Program funding). The electric trolley, approximately \$150,000, will come from the transportation fund as there are currently no FTA grant-eligible electric trolleys on the market.

The purchase is consistent with PCT's Fleet Replacement Plan, Zero Emission Transition Plan (see [here](#)), and net-zero carbon goal for city operations by 2030, and recommended by the Transit Manager to continue to provide transit services at existing levels.

Funding

The \$2.2 million local match and the \$150,000 for the electric trolley are planned in the Transit Fund model and supported by the collection of local transit and resort sales taxes, for a total cost to Park City of \$2.35 million.

City Council Staff Report



Subject: Land Management Code Amendments
Authors: Lillian Zollinger, Planner II
Spencer Cawley, Planner II
Rebecca Ward, Planning Director
Date: February 1, 2024
Type of Item: Legislative

Recommendation

(I) Review proposed Land Management Code Amendments:

Electric Vehicle Charging Stations and Fast Chargers

- Increase required conduit for Electric Vehicle Charging Stations from 20% to 50%.
- Establish Fast Chargers as a standalone use in the General Commercial, Recreation Commercial, and Light Industrial Zoning Districts, and as an allowed accessory use in all Zoning Districts.

Affordable Master Planned Developments

- Require a 10-foot setback on property perimeter facades only.
- Establish a 10-foot setback for rooftop mechanical equipment.
- Remove provisions regarding Child Care Facilities.

Subdivision Review

- Establish a new review process for Single-Family Dwelling, Duplex, and Townhome Subdivisions to comply with state preemption.

(II) conduct a public hearing, and (III) consider approving Ordinance No. 2024-03 (Exhibit A).

Description

Applicant: Planning Department

Sections Amended: **Electric Vehicle Charging Stations**
15-3-11(B) *Electric Vehicle Charging Station Infrastructure*

Fast Chargers

15-2.17-2(B)(27) *Regional Commercial Overlay District Uses*
15-2.18-2 *General Commercial District Uses*
15-2.19-2 *Light Industrial District Uses*
15-3-11(A) *Electric Vehicle Charging Station Uses*
15-15-1 *Definitions*

Affordable Master Planned Developments

15-6.1-8 *Building Height*

15-6.1-11 *Site Planning*

Subdivisions

15-7.1-2 *Procedure*

Chapter Enacted: **Subdivisions**
15-7.5

Reason for Review: The Planning Commission acts as a non-political, long range planning body for the City.¹ The Planning Commission initiates review of the Land Management Code and recommends amendments to the City Council.² The Planning Commission holds a public hearing and adopts a formal recommendation to the City Council.³ The City Council takes Final Action.⁴

AMPD Affordable Master Planned Development
LMC Land Management Code

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

Summary

The proposed amendments address Planning Commission direction regarding (I) Electric Vehicle Charging Station and Fast Charger updates and (II) minor modifications to Affordable Master Planned Developments. The proposed amendments also address (III) changes to subdivision review processes mandated by the state that take effect February 1, 2024.

On January 10, 2024, the Planning Commission held a public hearing on the proposed amendments and voted five to one to forward a positive recommendation for City Council consideration ([Staff Report](#); [Audio](#)). One Planning Commissioner was absent, and one Commissioner voted nay, not in support of allowances for elevator shafts and stairwells within the ten-foot stepback for Affordable Master Planned Developments.

Analysis

The Land Management Code (LMC) implements the goals and policies of the General Plan in part to:

- Promote the general health, safety, and welfare of present and future inhabitants, businesses, and visitors.

¹ LMC [§ 15-12-9](#)

² LMC [§ 15-12-15\(B\)\(3\)](#)

³ LMC [§ 15-1-7\(C\)](#)

⁴ LMC [§ 15-1-7\(D\)](#)

- To protect and enhance the vitality of the City’s resort-based economy, overall quality of life, and unique mountain town community.
- To protect or promote moderate income housing.⁵

The proposed amendments for (I) Electric Vehicle Charging Station and Fast Chargers, (II) Affordable Master Planned Developments, and (III) Subdivision are outlined below:

(I) Electric Vehicle Charging Stations and Fast Chargers

[General Plan Community Planning Strategy 5.7](#) (p. 10) recommends requiring dedicated parking and Electric Vehicle Charging Stations to support Electric Vehicles within new development and redevelopment.

There are three Electric Vehicle Charging Station levels:⁶

| | |
|---------|--|
| Level 1 | Plugs into a basic household outlet Requires many hours to fully charge a battery |
| Level 2 | Plugs into a 208/240 volt outlet similar to a household dryer outlet Requires a few hours to fully charge a battery |
| Level 3 | Direct Current Fast Charger (DCFC) that requires a 480 volt outlet Fully charges a battery in less than an hour Generally located along major highways |

On November 19, 2020, the City Council adopted [Ordinance No. 2020-48](#) enacting Electric Vehicle Charging Station conduit and installation requirements for new development and redevelopment, establishing standards for installations, signage, and maintenance, and defining key terms. LMC [§ 15-3-11](#):

- Establishes Electric Vehicle Charging Stations as an allowed accessory use in all Zoning Districts.
- Requires Applicants to provide infrastructure for 20% of the first 100 required parking spaces for Multi-Unit Dwellings and non-residential uses and for 5% of required parking spaces above 100.
- Requires Applicants to install Level 2 Electric Vehicle Charging Stations for 5% of required parking spaces for Multi-Unit Dwellings and non-residential uses.
- Garages for Single-Family Dwellings, Duplexes, and Triplexes must be Electric

⁵ LMC [§ 15-1-2](#)

⁶ [Costs Associated with Non-Residential Electric Vehicle Supply Equipment](#), U.S. Department of Energy (2015)

Vehicle-Ready, meaning they are constructed to accommodate a 240 volt for a Level 2 charger.

On October 11, 2023, the Planning Commission conducted a work session on updates to Electric Vehicle Charging Stations and recommended the following:

- Increase required conduit for Electric Vehicle Charging Stations for new development and redevelopment from 20% to 50% (draft Ordinance line 294).
- Establish Fast Chargers as a standalone use in the General Commercial, Regional Commercial Overlay, and Light Industrial Zoning Districts (draft Ordinance lines 48, 151, 243).
- Establish Fast Chargers as an allowed accessory use in all Zoning Districts (draft Ordinance line 290) ([Staff Report](#); [Minutes](#), p. 10).

The proposed draft Ordinance also defines Direct Current Fast Chargers (draft Ordinance line 660) and broadens the definition of “Service Station” to include alternative fuels and Electric Vehicle Charging Stations and Direct Current Fast Chargers (draft Ordinance line 663).

(II) Affordable Master Planned Developments

Since 1984, the Affordable Master Planned Development (AMPD) code provided a 20-unit Density Bonus for AMPDs with 100% Affordable Housing. However, in 37 years, no AMPDs were proposed or constructed by a private developer or through a public-private partnership. In early 2018, the City Council directed Planning and Housing staff to evaluate the AMPD code to identify obstacles.

The City hired Cascadia Partners to audit the Land Management Code and determine what amendments were needed to incentivize development of AMPDs. On November 25, 2019, Cascadia Partners submitted the [Affordable Master Planned Development Code Audit Report: Identifying Zoning and Housing Development Barriers](#).

On February 25, 2021, the City Council adopted [Ordinance No. 2021-10](#) enacting a new AMPD code to incentivize development of affordable units through increased density, a 45-foot building height, reduced open space and setbacks, and a potential parking reduction. In 2022, the Planning Commission approved the first ever Affordable Master Planned Development, The Engine House, with 99 affordable units and 24 market-rate units, currently under construction. In 2023, the Planning Commission approved the HOPA Affordable Master Planned Development with 317 affordable units. Through this initial review process, the Planning Commission identified opportunities to refine the code.

As part of the review of these AMPDs, the Planning requested clarifications. On August 9 ([Staff Report](#); [Minutes](#), p. 20) and October 25, 2023 ([Staff Report](#); [Minutes](#), p. 13), the Planning Commission conducted work sessions on amendments to the AMPD code. The proposed amendments:

- Require a 10-foot setback on property perimeter facades only (draft Ordinance line 372).
- Establish a 10-foot setback for rooftop mechanical equipment (draft Ordinance line 383).
- Remove provisions regarding Child Care Facility discretion (draft Ordinance line 492).
- Clarify that elevator penthouses and stairwells may be located within the 10-foot setback to accommodate building circulation for a 45-foot-tall building (draft Ordinance line 401).

Please note that a Planning Commission work session regarding commercial uses within AMPDs, mix of Area Median Incomes (AMIs) served, and parking reductions within AMPDs are scheduled with Lisa Wise Consulting on February 28, 2024.

Subdivision Review

On February 24, 2023, [in a presentation to the House Government Operations Committee](#), Senator Fillmore stated [SB 174 Local Land Use and Development Revisions](#) was a bill recommended by the Commission on Housing Affordability and presented the proposal as a consensus bill in part to implement a uniform subdivision review process statewide. In 2023, the Utah Legislature enacted [SB 174 Local Land Use and Development Revisions](#) and its provisions specific to Subdivisions take effect on February 1, 2024.

[SB 174](#), codified in Utah Code [Section 10-9a-604.1](#), requires the following for Single-Family Dwelling, Duplex, or Townhome Subdivisions:

- Limitation to no more than one public hearing for preliminary applications.
- Approval when the application complies with adopted land use regulations.
- Prohibition against Planning Commission or City Council approval of final subdivisions.

Utah Code [Section 10-9a-604.2](#) further mandates timelines for review and action.

As a result, the City Attorney's Office recommends amending LMC Section 15-7.1-2 *Procedure* to carve out the review process required by the Utah Legislature for Single-Family Dwelling, Duplex, or Townhome Subdivisions, and enacting LMC Chapter 15-7.5 to establish an administrative subdivision procedure to comply with the new requirements. Please see draft Ordinance lines 539-648 for details.

In short, the amendments:

- Preserve the Planning Commission review and public hearing of the preliminary Subdivision application for Single-Family Dwelling, Duplex, and Townhome Subdivisions.

- Establish the Planning Director or designee as the Administrative Land Use Authority for Single-Family Dwelling, Duplex, and Townhome Subdivisions.
- Incorporate terms defined by the state, including Review Cycle, Subdivision Improvement Plans, Subdivision Review, and Subdivision Plan Review.
- Outline the process for preliminary Subdivision review by the Planning Commission.
- Outline the process for final Subdivision review by the Planning Director or designee.
- Describe time limitations proscribed by the state.
- Establish the Planning Commission as the appeal authority if the Planning Department fails to respond within 20 business days of the final Review Cycle or there is a dispute arising from the Subdivision review.

Department Review

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

Notice

Staff published notice on the City's website and Utah Public Notice website on December 21, 2023. The *Park Record* published courtesy notice on December 27, 2023.

Public Input

Staff did not receive public input at the time this report was published.

Alternatives

- The City Council may adopt Ordinance No. 2024-03;
- The City Council may deny Ordinance No. 2024-03;
- The City Council may request additional information and continue the discussion to a date certain.

Exhibit

A: Draft Ordinance No. 2024-03

ORDINANCE NO. 2024-03

AN ORDINANCE AMENDING LAND MANAGEMENT CODE REGULATIONS FOR ELECTRIC VEHICLE CHARGING STATIONS, AFFORDABLE MASTER PLANNED DEVELOPMENTS, AND SUBDIVISION REVIEW

WHEREAS, the Land Management Code implements the goals and policies of the General Plan in part to promote the health, safety, and welfare of present and future inhabitants, businesses, and visitors, to protect and enhance the vitality of the City's resort-based economy, overall quality of life, and unique mountain town community, and to protect or promote moderate income housing;

WHEREAS, General Plan Community Planning Strategy 5.7 recommends requiring dedicated parking and Electric Vehicle Charging Stations to support Electric Vehicles within new development and redevelopment;

WHEREAS, on November 19, 2020, the City Council adopted Ordinance No. 2020-48 enacting Electric Vehicle Charging Station conduit and installation requirements for new development and redevelopment, establishing standards for installations, signage, and maintenance, and defining key terms;

WHEREAS, since these regulations were adopted in 2020, electric and hybrid electric vehicle sales nearly doubled in the United States between 2020 and 2021 and experts predict half of car sales will be electric by 2030 and the Planning Commission prioritized reevaluation of Electric Vehicle Charging Stations and Fast Chargers to proactively plan for increases in Electric Vehicle charging needs;

WHEREAS, on October 11, 2023, the Planning Commission conducted a work session on Electric Vehicle Charging Stations and determined conduit required for new development and redevelopment should be increased from 20% to 50%, and Fast Chargers should be established as a standalone use in the Regional Commercial Overlay, General Commercial, and Light Industrial Zoning Districts, and as an allowed accessory use in all Zoning Districts;

WHEREAS, Goal 7 of the General Plan is to "[c]reate a diversity of primary housing opportunities to address the changing needs of residents" and Goal 8 is to "[i]ncrease affordable housing opportunities and associated services for the workforce of Park City," Community Planning Strategy 8.4 is to "[u]pdate incentives for density bonuses for affordable housing developments to include moderate and mixed-income housing";

WHEREAS, on February 25, 2021, the City Council adopted Ordinance No. 2021-10 enacting the Affordable Housing Master Planned Development code to incentivize development of affordable units through increased density, a maximum 45-

foot building height, reduced open space and setbacks, and criteria for potential parking reductions;

WHEREAS, on October 26, 2022, the Planning Commission approved the first Affordable Master Planned Development known as Engine House with 99 affordable units and 24 market-rate units and on June 28, 2023, the Planning Commission approved the second Affordable Master Planned Development known as HOPA with 317 affordable units;

WHEREAS, through the review of these project, the Planning Commission identified the need to amend the code to clarify that the 10-foot stepback is required on property perimeter facades only, rooftop mechanical equipment must be set back 10 feet from the rooftop edge, and discretion to require childcare facilities should be removed;

WHEREAS, the Utah Legislature enacted SB 174 *Local Land Use and Development Revisions* to preempt local subdivision review processes and to mandate municipal review of Single-Family Dwelling, Duplex, and Townhome Subdivisions, effective February 1, 2024, requiring amendments to the Land Management Code;

WHEREAS, the Planning Commission duly noticed and conducted a public hearing on January 10, 2024, and forwarded a positive recommendation to City Council;

WHEREAS, on February 1, 2024, the City Council duly noticed and conducted a public hearing.

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

SECTION 1. MUNICIPAL CODE TITLE 15 – LAND MANAGEMENT CODE. The recitals above are incorporated herein as findings of fact. Municipal Code Sections 15-2.17-2, 15-2.18-2, 15-2.19-2, 15-3-11, 15-6.1-8, 15-6.1-11, 15-7.1-2, and 15-15-1 are hereby amended as outlined in Attachment 1.

SECTION 2. MUNICIPAL CODE TITLE 15 – LAND MANAGEMENT CODE. The recitals above are incorporated herein as findings of fact. Municipal Code Chapter 15-7.5 is hereby enacted as outlined in Attachment 1.

SECTION 3. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED this 1st day of February 2024.

PARK CITY MUNICIPAL CORPORATION

Nann Worel, Mayor

Attest:

City Recorder

Approved as to form:

City Attorney's Office

ATTACHMENT 1

15-2.17-2 Uses

Uses in the RCO 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. Accessory Building and Use
10. Conservation Activity
11. Agriculture
12. Parking Area or Structure with four (4) or fewer spaces
13. Recreation Facility, Private¹²
14. Allowed Uses in the Underlying Zoning District
15. Salt Lake City 2002 Winter Olympic Games Olympic Legacy Displays⁴
16. Food Truck Location¹¹

B. CONDITIONAL USES.

1. Multi-Unit Dwelling⁵
2. Group Care Facility⁵
3. Child Care Center^{3,5}

- 25 4. Public and Quasi-Public Institution, Church and School⁵
- 26 5. Essential Municipal Public Utility Use, Facility, Service, and Structure⁵
- 27 6. Telecommunication Antenna⁶
- 28 7. Satellite Dish Antenna, greater than thirty-nine inches (39") in diameter⁷
- 29 8. Plant and Nursery stock products and sales⁵
- 30 9. Bed and Breakfast Inn⁵
- 31 10. Boarding House, Hostel⁵
- 32 11. Hotel, Minor⁵
- 33 12. Hotel, Major⁵
- 34 13. Private Residence Club Project and Conversion⁹
- 35 14. Timeshare Sales Office, off-site⁵
- 36 15. Office, General⁵
- 37 16. Office, Moderate Intensive⁵
- 38 17. Office, Intensive⁵
- 39 18. Office and Clinic, Medical⁵
- 40 19. Financial Institution, with and without drive-up window^{5,8}
- 41 20. Retail and Service Commercial, Minor⁵
- 42 21. Retail and Service Commercial, personal improvement⁵
- 43 22. Retail and Service Commercial, Major⁵
- 44 23. Transportation Service⁵
- 45 24. Retail Drive-Up Window⁸
- 46 25. Neighborhood Convenience Commercial⁵
- 47 26. Commercial, Resort Support⁵

- 48 27. ~~Gasoline~~ Service Station⁵
- 49 28. Cafe, Deli⁵
- 50 29. Restaurant, General⁵
- 51 30. Restaurant, Outdoor Dining⁹
- 52 31. Outdoor Event⁹
- 53 32. Restaurant, Drive-up window⁸
- 54 33. Bar⁵
- 55 34. Hospital, Limited Care Facility⁵
- 56 35. Hospital, General⁵
- 57 36. Parking Area or Garage with five (5) or more spaces⁸
- 58 37. Temporary Improvement⁹
- 59 38. Passenger Tramway Station and Ski Base Facility⁵
- 60 39. Ski tow rope, ski lift, ski run, and ski bridge⁵
- 61 40. Recreation Facility, Public⁵
- 62 41. Recreation Facility, Commercial⁵
- 63 42. Entertainment, Indoor⁵
- 64 43. Heliport⁵
- 65 44. Salt Lake City 2002 Winter Olympic Games Olympic Legacy Displays¹⁰

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

67 is a prohibited Use.

68 ¹Nightly Rental of Lockout Units requires a Conditional Use permit.

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

70 ³See Section 15-4-9, Child Care and Child Care Facilities.

71 ⁴Olympic Legacy Displays limited to those specific Structures approved under the SLOC/Park City

Municipal Corporation Olympic Services Agreement and/or Olympic Master Festival License and placed on the original Property set forth in the services agreement and/or Master Festival License.

⁵Subject to Master Planned Development approval. See Chapter 15-6.

⁶See Section 15-4-14, Telecommunication Facilities.

⁷See Section 15-4-13, Placement of Satellite Receiving Antennas.

⁸See Section 15-2.18-5 criteria for drive-up windows.

⁹Requires an administrative Conditional Use permit.

¹⁰Olympic Legacy Displays limited to those specific Structures approved under the SLOC/Park City Municipal Corporation Olympic Services Agreement and/or Olympic Master Festival License and placed in an Area other than the original location set forth in the services agreement and/or Master Festival License.

¹¹The Planning Director or their 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.

¹²See Section 15-4-22, Outdoor Pickleball Courts in Residential Areas.

HISTORY

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

Amended by Ord. [02-38](#) on 9/12/2002

Amended by Ord. [04-39](#) on 9/23/2004

Amended by Ord. [06-76](#) on 11/9/2006

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

Amended by Ord. [2020-45](#) on 10/1/2020

Amended by Ord. [2021-51](#) on 12/16/2021

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

Amended by Ord. [2022-21](#) on 10/27/2022

Amended by Ord. [2023-16](#) on 4/27/2023

98 **15-2.18-2 Uses**

99 Uses in the GC District are limited to the following:

100 A. **ALLOWED USES.**

- 101 1. Secondary Living Quarters
- 102 2. Lockout Unit¹
- 103 3. Accessory Apartment²
- 104 4. Nightly Rental
- 105 5. Home Occupation
- 106 6. Child Care, In-Home Babysitting³
- 107 7. Child Care, Family³
- 108 8. Child Care, Family Group³
- 109 9. Child Care Center³
- 110 10. Accessory Building and Use
- 111 11. Conservation Activity
- 112 12. Agriculture
- 113 13. Plant and Nursery Stock production and sales
- 114 14. Bed and Breakfast Inn
- 115 15. Boarding House, Hostel
- 116 16. Hotel, Minor
- 117 17. Hotel, Major
- 118 18. Office, General
- 119 19. Office, Moderate Intensive
- 120 20. Office, Intensive

- 121 21. Office and Clinic, Medical and Veterinary Clinic
- 122 22. Financial Institution without a drive-up window
- 123 23. Commercial, Resort Support
- 124 24. Retail and Service Commercial, Minor
- 125 25. Retail and Service Commercial, Personal Improvement
- 126 26. Retail and Service Commercial, Major
- 127 27. Cafe or Deli
- 128 28. Restaurant, General
- 129 29. Hospital, Limited Care Facility
- 130 30. Parking Area or Structure with four (4) or fewer spaces
- 131 31. Parking Area or Structure with five (5) or more spaces
- 132 32. Food Truck Location¹⁰

133 B. **CONDITIONAL USES.**

- 134 1. Single Family Dwelling
- 135 2. Duplex Dwelling
- 136 3. Triplex Dwelling
- 137 4. Multi-Unit Dwelling
- 138 5. Group Care Facility
- 139 6. Public and Quasi-Public Institution, Church, and School
- 140 7. Essential Municipal Public Utility Use, Facility, Service, and Structure
- 141 8. Telecommunication Antenna⁴
- 142 9. Satellite Dish Antenna, greater than thirty-nine inches (39") in diameter⁵
- 143 10. Timeshare Project and Conversion

| | |
|-----|--|
| 144 | 11. Timeshare Sales Office, off-site within an enclosed Building |
| 145 | 12. Private Residence Club Project and Conversion ⁸ |
| 146 | 13. Financial Institution with a Drive-up Window ⁶ |
| 147 | 14. Retail and Service Commercial with Outdoor Storage |
| 148 | 15. Retail and Service Commercial, Auto Related |
| 149 | 16. Transportation Service |
| 150 | 17. Retail Drive-Up Window ⁶ |
| 151 | 18. Gasoline Service Station |
| 152 | 19. Restaurant and Cafe, Outdoor Dining ⁷ |
| 153 | 20. Restaurant, Drive-up Window ⁶ |
| 154 | 21. Outdoor Event ⁷ |
| 155 | 22. Bar |
| 156 | 23. Sexually Oriented Businesses ⁸ |
| 157 | 24. Hospital, General |
| 158 | 25. Light Industrial Manufacturing and Assembly |
| 159 | 26. Temporary Improvement ⁷ |
| 160 | 27. Passenger Tramway and Ski Base Facility |
| 161 | 28. Ski tow rope, ski lift, ski run, and ski bridge |
| 162 | 29. Commercial Parking Lot or Structure |
| 163 | 30. Recreation Facility, Public |
| 164 | 31. Recreation Facility, Commercial |
| 165 | 32. Recreation Facility, Private ⁹ |
| 166 | 33. Indoor Entertainment Facility |

- 167 34. Heliport
- 168 35. Temporary Sales Trailer in conjunction with an active Building permit for
- 169 the Site.⁸
- 170 36. Fences greater than six feet (6') in height from Final Grade⁷
- 171 37. Household Pet, Boarding⁷
- 172 38. Household Pet, Daycare⁷
- 173 39. Household Pet, Grooming⁷

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

175 is a prohibited Use.

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

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

178 ³See Section 15-4-9, Child Care and Child Care Facilities.

179 ⁴See Section 15-4-14, Telecommunication Facilities.

180 ⁵See Section 15-4-13, Placement of Satellite Receiving Antennas.

181 ⁶See Section 15-2.18-6 for Drive-Up Window review.

182 ⁷Requires an Administrative Conditional Use permit.

183 ⁸See Section 15-4-16 for additional criteria.

184 ⁹See Section 15-4-22, Outdoor Pickleball Courts in Residential Areas.

185 ¹⁰The Planning Director or their designee shall, upon finding a Food Truck Location in compliance with

186 Municipal Code Section 4-5-6, issue the property owner a Food Truck Location administrative approval

187 letter.

188 HISTORY

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

190 *Amended by Ord. [04-39](#) on 9/23/2004*

191 *Amended by Ord. [06-76](#) on 11/9/2006*

192 Amended by Ord. [14-57](#) on 11/20/2014
193 Amended by Ord. [2018-55](#) on 10/23/2018
194 Amended by Ord. [2020-45](#) on 10/1/2020
195 Amended by Ord. [2021-51](#) on 12/16/2021
196 Amended by Ord. [2022-08](#) on 4/28/2022
197 Amended by Ord. [2022-21](#) on 10/27/2022
198 Amended by Ord. [2023-16](#) on 4/27/2023

199 **15-2.19-2 Uses**

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

201 A. **ALLOWED USES.**

- 202 1. Secondary Living Quarters
- 203 2. Accessory Apartment¹
- 204 3. Nightly Rental
- 205 4. Home Occupation
- 206 5. Child Care, In-Home Babysitting²
- 207 6. Child Care, Family²
- 208 7. Child Care, Family Group²
- 209 8. Child Care Center²
- 210 9. Agriculture
- 211 10. Plant and Nursery Stock
- 212 11. Office, General
- 213 12. Office, Moderate Intensive
- 214 13. Office, Intensive

- 215 14. Financial Institution without drive-up window
- 216 15. Retail and Service Commercial, Minor
- 217 16. Retail and Service Commercial, Personal Improvement
- 218 17. Retail and Service Commercial, Major
- 219 18. Commercial, Resort Support
- 220 19. Hospital, Limited Care
- 221 20. Parking Area or Structure with four (4) or fewer spaces
- 222 21. Food Truck Location⁸
- 223 **B. CONDITIONAL USES.**
- 224 1. Multi-Unit Dwelling
- 225 2. Group Care Facility
- 226 3. Child Care Center²
- 227 4. Public and Quasi-Public Institution, Church, and School
- 228 5. Essential Municipal Public Utility Use, Facility, Service, and Structure
- 229 6. Telecommunication Antenna³
- 230 7. Satellite Dish Antenna, greater than thirty-nine inches (39") in diameter⁴
- 231 8. Accessory Building and Use
- 232 9. Raising, grazing of horses
- 233 10. Bed and Breakfast Inn
- 234 11. Boarding House, Hostel
- 235 12. Hotel, Minor
- 236 13. Private Residence Club Project and Conversion⁶
- 237 14. Office and Clinic, Medical and Veterinary Clinic

| | |
|-----|--|
| 238 | 15. Financial Institutions with Drive-Up Window ⁵ |
| 239 | 16. Retail and Service Commercial with Outdoor Storage |
| 240 | 17. Retail and Service Commercial, Auto-Related |
| 241 | 18. Transportation Services |
| 242 | 19. Retail Drive-Up Window ⁵ |
| 243 | 20. Gasoline Service Station |
| 244 | 21. Café or Deli |
| 245 | 22. Restaurant, General |
| 246 | 23. Restaurant, Outdoor Dining |
| 247 | 24. Restaurant, Drive-Up Window ⁵ |
| 248 | 25. Outdoor Event ⁶ |
| 249 | 26. Bar |
| 250 | 27. Hospital, General |
| 251 | 28. Light Industrial Manufacturing and Assembly Facility |
| 252 | 29. Parking Area or Structure with five (5) or more spaces |
| 253 | 30. Temporary Improvement ⁶ |
| 254 | 31. Passenger Tramway Station and Ski Base Facility |
| 255 | 32. Ski Tow Rope, Ski Lift, Ski Run, and Ski Bridge |
| 256 | 33. Recreation Facility, Public |
| 257 | 34. Recreation Facility, Commercial |
| 258 | 35. Recreation Facility, Private ⁷ |
| 259 | 36. Entertainment Facility, Indoor |
| 260 | 37. Commercial Stables, Riding Academy |

- 261 38. Heliports
- 262 39. Commercial Parking Lot or Structure
- 263 40. Temporary Sales Office, in conjunction with an active Building permit.
- 264 41. Fences and Walls greater than six feet (6') in height from Final Grade⁶
- 265 42. Household Pet, Boarding⁶
- 266 43. Household Pet, Daycare⁶
- 267 44. Household Pet, Grooming⁶

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

269 is a prohibited Use.

270 ¹Requires an Administrative Permit. See Section 15-4-7, Accessory Apartments.

271 ²See Section 15-4-9, Child Care and Child Care Facilities.

272 ³See Section 15-4-14, Telecommunication Facilities.

273 ⁴See Section 15-4-13, Placement of Satellite Receiving Antennas.

274 ⁵See Section 15-2.19-8, Criteria for Drive-Up Windows.

275 ⁶Subject to an Administrative Conditional Use permit.

276 ⁷See Section 15-4-22, Outdoor Pickleball Courts in Residential Areas.

277 ⁸The Planning Director or their designee shall, upon finding a Food Truck Location in compliance with

278 Municipal Code Section 4-5-6, issue the property owner a Food Truck Location administrative approval

279 letter.

280 HISTORY

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

282 *Amended by Ord. [04-39](#) on 9/23/2004*

283 *Amended by Ord. [06-76](#) on 11/9/2006*

284 *Amended by Ord. [14-57](#) on 11/20/2014*

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

286 Amended by Ord. [2020-45](#) on 10/1/2020

287 Amended by Ord. [2021-51](#) on 12/16/2021

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

289 **15-3-11 Electric Vehicle Charging Stations**

290 A. ELECTRIC VEHICLE CHARGING STATIONS AND DIRECT CURRENT FAST

291 CHARGERS. Electric Vehicle Charging Stations and Direct Current Fast

292 Chargers are an Allowed Accessory Use in all Zoning Districts.

293 B. INFRASTRUCTURE. An Applicant shall provide Electric Vehicle Charging

294 Station Infrastructure for ~~twenty percent (20%)~~ fifty percent (50%) of the first

295 one hundred (100) required Off-Street parking spaces for Multi-Unit Dwellings

296 and non-Residential Development and for five percent (5%) of required Off-Street

297 parking spaces above one hundred (100).

298 1. The Electric Vehicle Charging Station Infrastructure shall be identified on

299 all construction documents submitted for review.

300 2. To put future Property Owners on notice of the Electric Vehicle Charging

301 Station Infrastructure, an Applicant shall provide information in Covenants,

302 Conditions, and Restrictions or other documents governing a homeowner

303 or master owners association for the Development and/or on the breaker

304 panel.

305 C. ELECTRIC VEHICLE - READY. Applicants are required to construct Private

306 Garages for Single-Family Dwellings, Duplexes, and Triplexes that are Electric

307 Vehicle - Ready.

D. INSTALLATION. An Applicant shall install Electric Vehicle Charging Stations for five percent (5%) of required Off-Street parking spaces for Multi-Unit Dwellings and non-Residential Development for the first 200 parking spaces.

1. The first Electric Vehicle Charging Station installed shall be a dual-port with one Charging Station that is ADA accessible. This dual-port shall count as one Charging Station. Dual-port Charging Stations installed thereafter shall count as two Charging Stations.

E. STANDARDS.

1. Location. Electric Vehicle Charging Stations shall not obstruct:

- a. Building access;
- b. Rights-of-Way;
- c. sidewalks or pathways;
- d. parking space dimensions; or
- e. the Sight Distance Triangle.

2. Signs. An Applicant shall install Electric Vehicle Charging Station signage that complies with the Federal Highway Administration Manual on Uniform Traffic Control Devices, as amended for use in Utah. An Applicant shall install signage as follows:

- a. At the point of entrance to direct drivers to the location of Electric Vehicle Charging Stations for Parking Structures with fifty (50) or more parking spaces.

b. At the point of entrance to direct drivers to the location of Electric Vehicle Charging Stations for Parking Areas with seventy-five (75) or more parking spaces.

c. For each Electric Vehicle Charging Station to indicate that such Station is for Electric Vehicle charging only.

3. User Information. An Applicant shall label each Electric Vehicle Charging Station with information regarding safety, voltage and amperage levels, usage fees if any, hours of operation, charging time limits, the contact information to report malfunctioning equipment or other issues, and cord management requirements.

4. Cord Management. An Applicant shall install Electric Vehicle Charging Stations that contain a retraction device or place to hang and store cords, cables, and connectors. Cords, cables, and connectors shall not obstruct Building access, sidewalks or pathways, parking spaces, or the Rights-of-Way.

5. Protection. An Applicant shall install wheel stops, concrete-filled bollards, or other device approved by the Planning Director to protect Electric Vehicle Charging Stations from damage by vehicles.

6. Snow Removal. An Applicant shall install Electric Vehicle Charging Stations that are safe for use in inclement weather. Cords, cables, and connectors shall be stored at least 24 inches above the ground. Property owners shall manage cords so that they do not impede snow removal and

shall remove snow from Electric Vehicle Charging Stations in a timely manner.

7. Maintenance. Property owners shall maintain Electric Vehicle Charging Stations in good condition, appearance, and repair. If an Electric Vehicle Charging Station is inoperable, the Property Owner shall replace the Charging Station within three (3) months.

F. SOLAR ENERGY SYSTEMS. Solar Energy Systems may be installed on permanent Parking Area Structures for Electric Vehicle Charging Stations in non-Historic Zoning Districts. Solar Energy Systems shall be incorporated in the roof of the permanent Structure and shall be mounted flush to the roof plane. Solar panels, solar devices, and Solar Energy Systems and mounting equipment shall use non-reflective finishes such as an anodized finish.

HISTORY

Adopted by Ord. [2020-48](#) on 11/19/2020

15-6.1-8 Building Height And Facades

A. **BUILDING HEIGHT**. With the exception of the Historic Commercial Business Zoning District, Affordable Master Planned Development Building Height shall comply with the underlying Zoning District Building Height for the perimeter Building Façade planes. Building Height is forty-five feet (45') from Existing Grade when the following criteria are met:

1. The Building includes a ten foot (10') stepback on all perimeter Building Façade planes along the Lot lines from the underlying Zoning District Building Height to the forty-five foot (45') Building Height;

2. Infrastructure is in place or can be updated to meet the increased demand; and
3. The Building complies with Building Façade variation requirements.

B. **EXCEPTIONS.** The following may exceed the Building Height:

1. 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 requirements;
2. Water towers, mechanical equipment, and Solar Energy Systems, when enclosed or Screened, may extend up to five feet (5') above the forty-five foot (45') Building Height when they are set back at least ten feet from the rooftop edge; and
3. Elevator Penthouses may extend up to eight feet (8') above the forty-five foot (45') Building Height.

C. **STEPBACK EXCEPTIONS.**

1. Chimneys not more than five feet (5') wide and projecting not more than two feet (2') into the stepback.
2. Roof overhangs or eaves projecting not more than two feet (2') into the stepback.
3. Window sills, belt courses, trim, exterior siding, cornices, or other ornamental features projecting not more than six inches (6") beyond the main Structure to which they are attached.
4. Rooftop Decks projecting not more than six feet (6') into the stepback.
5. Solar Energy Systems.

6. Green Roofs.
7. Rooftop gardens projecting not more than six feet (6') into the stepback.
8. Screened mechanical equipment, hot tubs, or similar Structures projecting not more than six feet (6') into the stepback.
9. Elevator penthouses and stairwells.

D. FAÇADE VARIATION.

1. Buildings greater than sixty feet (60') but less than one-hundred-twenty feet (120') in length must exhibit a prominent shift in the Façade of the Building so that no greater than seventy-five percent (75%) of the length of the Building Façade appears unbroken. Each shift shall be in the form of either a ten foot (10') change in Building Façade alignment or a ten foot (10') change in the Building Height, or a combined change in Building Façade and Building Height totaling ten feet (10').
2. Structures that exceed one-hundred-twenty feet (120') in length on any Façade shall provide a prominent shift in the mass of the Building at each one-hundred-twenty-foot (120') interval, or less, reflecting a change in function or scale. The shift shall be in the form of either a fifteen foot (15') change in Building Façade alignment or a fifteen foot (15') change in the Building Height. A combination of both the Building Height and Building Façade change is encouraged and to that end, if the combined change occurs at the same location in the Building plan, a fifteen foot (15') total change will be considered as full compliance.

3. The Façade length and variation requirements apply to all sides of a Building.

E. Building Height in the Historic Commercial Business Zoning District shall comply with Section 15-2.6-5.

HISTORY

Adopted by Ord. [2021-10](#) on 2/25/2021

Amended by Ord. [2021-18](#) on 4/29/2021

15-6.1-11 Site Planning

An Affordable Master Planned Development shall be designed to take into consideration the characteristics of the Site upon which it is proposed to be placed. The Development should be designed to fit the Site, not the Site modified to fit the project. The Applicant shall address the following in the Site planning:

A. **CLUSTERED DEVELOPMENT**. Units shall be clustered on the most developable and least visually sensitive portions of the Site. Open Space shall separate the clusters. The Open Space should be designed so that existing Significant Vegetation is maintained on the Site.

B. **GRADING**. Projects shall be designed to minimize Grading and the need for large retaining Structures. Roads, utility lines, and Structures should be designed to work with Existing Grade. Cuts and fills shall be minimized.

C. **TRAILS**. Existing trails shall be incorporated into the Open Space elements of the project and shall be maintained in their existing location whenever possible.

Applicants may be required to grant the City a trail easement to connect

proposed trails with existing trails. Construction of new trails shall be consistent with the Park City Trails Master Plan.

D. **INTERNAL CIRCULATION**. Adequate internal vehicular, pedestrian, and bicycle circulation shall be provided. Pedestrian and bicycle circulations shall be separated from vehicular circulation and shall provide safe travel within the boundaries of the Affordable Master Planned Development and safe travel to adjoining public sidewalks, trails, and Rights-of-Way. Private internal Streets may be considered for Condominium projects if they meet the minimum emergency and safety requirements.

E. **SNOW REMOVAL**. The Site plan shall include adequate Areas for snow removal and snow storage. The Landscaping plan shall allow for snow storage Areas. Structures shall be set back from any hard surfaces so as to provide adequate Areas to remove and store snow. Snow shall be stored on-Site, unless otherwise approved by the Planning Commission.

F. **TRASH AND RECYCLING**. The Site plan shall include adequate Areas for trash and recycling containers and shall include an adequate circulation area for pick-up vehicles. Convenient pedestrian Access shall be provided within the Affordable Master Planned Development to the trash and recycling containers. No Site plan with a Commercial Development or Multi-Unit Dwelling shall be approved unless there is a mandatory recycling program, which may include Recycling Facilities for the Site. Single Family Dwellings shall include a mandatory recycling program with curb side recycling, and may also include Recycling Facilities. The Recycling Facilities shall be identified on the Site plan to

accommodate for materials generated by the tenants, residents, users, operators, or owners of such Master Planned Development. Such Recycling Facilities shall include, but are not limited to, glass, paper, plastic, cans, cardboard or other household or commercially generated recyclable and scrap materials. Centralized trash and recycling containers shall be located in a completely enclosed Structure with a pedestrian door and a truck door or gate. The enclosed Structure shall be designed with materials that are compatible with the principal Structures in the Affordable Master Planned Development and shall be constructed of masonry, steel, or other substantial materials. The Structure shall be large enough to accommodate a trash container and at least two recycling containers to provide for the option of dual-stream recycling.

G. **TRANSPORTATION AMENITIES**. The Site plan shall include transportation amenities including drop-off Areas for van and shuttle service, and a bus stop, if applicable.

H. **SERVICE AND DELIVERY**. Access and loading/unloading Areas must be included in the Site plan. The service and delivery should be kept separate from pedestrian Areas.

I. **LANDSCAPE AND LIGHTING**. A preliminary Landscaping plan must be submitted with the Affordable Master Planned Development Application. The Landscaping plan shall comply with all criteria and requirements of Section 15-5-5(N). All noxious weeds, as identified by Summit County, shall be removed from the Property in accordance with the Summit County Weed Ordinance prior to

issuance of Certificates of Occupancy. Lighting must meet the requirements of Section 15-5-5(J).

J. **SENSITIVE LANDS COMPLIANCE**. Applicants for an Affordable Master Planned Development that contains any Area within the Sensitive Land Overlay Zone shall conduct a Sensitive Lands Analysis and shall conform to Chapter 15-2.21.

~~[K. **CHILD CARE**. A Site designated and planned for a Child Care Center may be required for an Affordable Master Planned Development if the Planning Commission determines that the project will create additional demands for Child Care.]~~

~~[L.]~~ K. **MINE HAZARDS**. Applications shall include a map and list of all known Physical Mine Hazards on the Property and a Physical Mine Hazard mitigation plan.

~~[M.]~~ L. **HISTORIC MINE WASTE MITIGATION**. An Applicant for an Affordable Master Planned Development with Property that is located within the Park City Soils Ordinance Boundary shall submit a soil remediation mitigation plan and shall indicate areas of hazardous soils and proposed methods of remediation and/or removal subject to the requirements and regulations of the Municipal Code of Park City Chapter 11-15.

~~[N.]~~ M. **GENERAL PLAN REVIEW**. The Planning Commission shall review Affordable Master Planned Developments for consistency with the goals and objectives of the General Plan; however such review for consistency shall not alone be binding.

~~[O]~~ **N. HISTORIC SITES.** Applicants shall submit a map and inventory of Historic Structures and Sites on the Property and a Historic Structures Report prepared by a Qualified Historic Preservation Professional.

~~[P]~~ **O. DESIGN GUIDELINES.** The Planning Commission may require Design Guidelines for Affordable Master Planned Developments, including regulation of building design elements for Single-Family Dwellings and/or Duplex Dwellings, that specify:

1. Exterior cladding material;
2. Style, dimensions, and materials of a roof structure, roof pitch, and porch;
3. Exterior nonstructural architectural ornamentation;
4. Location, design, placement, and architectural styling of windows and doors; and
5. Location, design, placement, and architectural styling of a garage door.

HISTORY

Adopted by Ord. [2021-10](#) on 2/25/2021

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

15-7.1-2 Procedure

No land shall be subdivided within the corporate limits of Park City, except those Subdivisions subject to Chapter 15-7.5, until:

- A. The Owner, Applicant and/or Developer or their Agent submit an Application for Subdivision to the Planning Commission through the Park City Planning Department;
- B. The Planning Commission holds a public hearing and approves the

532 application; and

533 C. The approved Subdivision Plat is filed with the County Recorder.

534 HISTORY

535 *Adopted by Ord.*

536 [01-17](#) on 5/17/2001

537 *Amended by Ord.*

538 [06-22](#) on 4/27/2006

539 **15-7.5 Administrative Subdivision Procedure**

540 **15-7.5-1 Applicability**

541 This Chapter applies to Subdivision Applications for Single-Family Dwellings, Duplexes,
542 or Townhomes.

543 **15-7.5-2 Administrative Land Use Authority**

544 The Administrative Land Use Authority for preliminary Subdivisions shall be the
545 Planning Commission and for final Subdivisions shall be the City shall be Planning
546 Director or designee.

547 **15-7.5-3 Definitions**

548 As used in this Chapter:

549 A. "Review Cycle" means the occurrence of:

- 550 1. the Owner, Applicant and/or Developer or their Agent submittal of a complete
551 Application for Subdivision to the Planning Department;
- 552 2. the Planning Department's review of that Application for Subdivision
- 553 3. the Planning Department's response to that Application for Subdivision, in
554 accordance with this Chapter; and

4. the Applicant's reply to the Planning Department's response that addresses each of the Planning Department's required modifications or requests for additional information.

B. "Subdivision Improvement Plans" means the civil engineering plans associated with required infrastructure and municipally controlled utilities required for a Subdivision.

C. "Subdivision Review" means preliminary Subdivision review by the Planning Commission and final Subdivision review by the Planning Department to verify that a Subdivision Application meets the criteria of the Municipal Code of Park City and all other applicable standards and specifications.

D. "Subdivision Plan Review" means a review of the applicant's Subdivision Improvement Plans and other aspects of the Subdivision Application to verify that the Application complies with the Municipal Code of Park City and applicable standards and specifications.

15-7.5-4 Preliminary Subdivision Review

A. **Pre-Application Meeting.** A pre-application meeting is not required for Subdivision Applications subject to this Chapter. If a pre-application meeting is requested for a Subdivision Application subject to this Chapter, the City shall, within 15 business days after the request, schedule the meeting to review the concept plan and provide initial feedback.

1. The Planning Department staff shall provide at the pre-application meeting or have available on the municipal website the following:

- a. copies of applicable land use regulations;
- b. a complete list of standards required for the project;

- c. preliminary and final application checklists; and
- d. feedback on the concept plan.

B. Preliminary Subdivision Review. No later than 15 business days after the day on which an applicant submits a complete preliminary Application for a Subdivision subject to this Chapter, the Planning Department shall complete the initial review of the application, including Subdivision Improvement Plans.

C. Planning Commission Review. The Planning Commission may receive public comment and hold no more than one public hearing for a preliminary Subdivision review.

D. Approval. If a preliminary Subdivision complies with the applicable Municipal Code of Park City regulations and all other applicable standards and specifications, the Planning Commission shall approve the preliminary Subdivision.

15-7.5-5 Final Subdivision Review

A. Public Hearing. Planning Director or designee staff conduct a public hearing for final Subdivision review.

B. Final Subdivision Review. No later than 20 business days after the day on which an Applicant submits a proposed final Subdivision, the Planning Department shall complete a review of the applicant's final Subdivision subject to this Chapter, including all Subdivision Plan Reviews.

C. Approval. The Planning Director or designee shall approve a final Subdivision if the final Subdivision complies with the Planning Commission's preliminary Subdivision approval, applicable Municipal Code of Park City regulations, and all other applicable standards and specifications.

15-7.5-6 Review Cycles

A. After reviewing the Application for Subdivision, the Planning Department may require:

1. additional information relating to an Applicant's plans to ensure compliance with the Municipal Code of Park City and approved standards and specifications for construction of public improvements; and
2. modification to plans that do not meet current ordinances, applicable standards or specifications, or do not contain complete information.

B. The Planning Department's request for additional information or modifications to plans under (A)(1) and (2) shall be specific and include citations to regulations, standards, or specifications that require the modifications to plans, and shall be logged in an index of requested modifications or additions.

C. Unless the change or correction is necessitated by the Applicant's adjustment to a plan set or an update to a phasing plan that adjusts the infrastructure needed for the specific development, a change or correction not addressed or referenced in a municipality's plan review is waived, except if the modifications or corrections are necessary to protect public health and safety or to enforce state or federal law.

D. If an applicant does not submit a revised plan within 20 business days after the Planning Department requires a modification or correction, the City shall have an additional 20 business days to respond to the plans.

E. After the Applicant has responded to the final review cycle, and the Applicant has complied with each modification requested in the City's previous review cycle, the City may not require additional revisions if the Applicant has not materially changed

the plan, other than changes that were in response to requested modifications or corrections.

F. Utah Code Section 10-9a-604.2(5)(c) limits Review Cycles to no more than four.

G. The Review Cycle restrictions and requirements of this Chapter do not apply to review of Subdivision Applications affecting property within identified geological hazard areas.

15-7.5-7 Applicant Reply to Planning Department Response

A. In addition to revised plans, an Applicant shall provide a written explanation in response to the Planning Department's review comments, identifying and explaining the Applicant's revisions and reasons for declining to make revisions, if any.

B. The Applicant's written explanation shall be comprehensive and specific, including citations to applicable standards and ordinances for the design and an index of requested revisions or additions for each required correction.

C. If an Applicant fails to address a review comment in the response, the review cycle is not complete and the subsequent review cycle may not begin until all comments are addressed.

15-7.5-8 Appeal

If, on the fourth or final Review Cycle, the Planning Department fails to respond within 20 business days, the City shall, upon the request of the property owner, and within 10 business days after the day on which the request is received, for a dispute arising from the Subdivision review, advise the applicant, in writing, of the deficiency in the Application and of the right to appeal the determination to the Planning Commission.

15-7.5-9 Applicability of Other Subdivision Chapters

647 All other Subdivision regulations in Chapters 15-7 through 15-7.4 apply to administrative
648 Subdivisions unless contradicted by this Chapter. In the event of a conflict, this Chapter
649 shall control.

650 **15-15-1 Definitions**

651 For the purpose of the LMC, certain numbers, abbreviations, terms, and words shall be
652 used, interpreted, and defined as set forth herein. Defined terms will appear as proper
653 nouns throughout this Title. Words not defined herein shall have a meaning consistent
654 with Webster's New Collegiate Dictionary, latest edition.

655 Unless the context clearly indicates to the contrary, words used in the present tense
656 include the future tense; words used in the plural number include the singular; the word
657 "herein" means "in these regulations"; the word "regulations" means "these regulations";
658 "used" or "occupied" as applied to any land or Building shall be construed to include the
659 words "intended, arranged, or designed to be used or occupied".

660

661 DIRECT CURRENT FAST CHARGER. A 480-volt Level 3 Electric Vehicle Fast
662 Charger.

663

664 SERVICE STATION. A gasoline service station and/or alternative fuel station that may
665 include Electric Vehicle Charging Stations and/or Direct Current Fast Chargers.