



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
July 21, 2016**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, July 21, 2016.

CLOSED SESSION

1:15 p.m. To Discuss Property, Personnel, Security and Litigation

WORK SESSION

4:10 p.m. Council Questions and Comments

4:25 p.m. – 2016 Sundance Film Festival Debrief **PAGE 3**

5:10 p.m. – Water and Energy Conservation Program Update **PAGE 12**

5:30 p.m. – Discuss Gravel Mulch and Parking on Landscaped Areas in All Zoning Districts
PAGE 18

REGULAR MEETING

6:00 p.m.

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Staff Communications Report:

Park Silly Sunday Market Mid-Season Update **PAGE 26**

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

IV. CONSENT AGENDA

1. Consideration to Approve a Request from the Property Owner of 1114 Park Avenue to Enter into an Encroachment Agreement for Their Existing Garage, Which Encroaches on City Property, in a Form Approved by the City Attorney **PAGE 41**
2. Request to Authorize the City Manager to Enter into a Two-Year Service Provider Agreement with Morrison & Morrison, LC, for Public Defender Services in the Amount of \$125.00 Per Hour, in a Form Approved by the City Attorney **PAGE 47**

3. Request to Authorize the City Manager to Enter into a Three-Year Contract, with Indefinite, One-Year Optional Renewals, Subject to City Discretion and Approval with James C. Barker, PC, Federal Legislative Consultant, for a Base Amount of \$97,748 (\$92,748 Plus a \$5,000 Annual Expense Retainer) **PAGE 62**

VII. NEW BUSINESS

1. Swearing-In Ceremony - Park City Police Sergeant Rob McKinney and Officers Kacey Comer and Franco Libertini **PAGE 65**

2. Consideration to Approve Level Three Special Event for the State Room Presents Concert Series at Deer Valley Resort **PAGE 69**

(A) Public Input (B) Action

3. Consideration to Approve Ordinance 2016-34, an Ordinance Approving the Third Amended Subdivision Plat for the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility Pursuant to the Findings of Fact, Conclusions of Law, and Conditions of Approval in a Form Approved by the City Attorney **PAGE 87**

(A) Public Hearing (B) Action

4. Consideration to Approve Ordinance 2016-35, an Ordinance Approving the National Ability Center Subdivision, Located at 1000 Ability Way, Park City, Utah, Pursuant to the Findings of Fact, Conclusions of Law, and Conditions of Approval in a Form Approved by the City Attorney **PAGE 118**

(A) Public Hearing (B) Action

5. Consideration to Approve Ordinance 2016-36, an Ordinance Adopting Municipal Code Title 11, Building and Building Regulations, Chapter 9, Fire Code, Section 3, Hazardous Environmental Conditions and Section 3.1 Delegation, in Order to Permit City Council Delegation of Authority to the Fire Code Official to Determine When Hazardous Environmental Conditions Exist Within Park City Necessitating Restrictions on Ignition Source **PAGE 172**

(A) Public Hearing (B) Action

6. Consideration to Approve Ordinance 2016-37, an Ordinance Adopting Municipal Code Title 6, Chapter 5 Adopting a Process for Recovery of Costs for Responding to Emergencies Resulting from Fires Caused by Negligence of Property Owners/Occupiers or Negligent Use of Fireworks **PAGE 179**

(A) Public Hearing (B) Action

VIII. ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting. Wireless internet service is available in the Marsac Building on Wednesdays and Thursdays from 4:00 p.m. to 9:00 p.m. Posted: See: www.parkcity.org



DATE: July 21, 2016

TO HONORABLE MAYOR AND COUNCIL

As part of the event permitting process, City staff performs after event debriefs to document the successes, challenges with the event, as well as potential changes to increase the success of the event. Staff uses these debriefs to assist in the planning of future events as well as address issues that occurred. This report serves as a written summary of the 2016 Sundance Film Festival. The report provides an informational debrief by department and also highlights some related issues that City staff are facing with this event and the non-affiliated activities that occur during this time period.

Respectfully:

Jason Glidden, Economic Development Program Manager



City Council Staff Report

Subject: 2016 Sundance Film Festival - Debrief

Author: Jason Glidden

Department: Special Events

Date: July 21, 2016

Type of Item: Administrative

Summary Recommendations:

Staff intends to provide City Council with an informational debrief of the 2016 Sundance Film Festival. Further, we seek direction on possible next steps in addressing impacts caused by non-affiliated activities.

Executive Summary:

As part of the event permitting process, City staff performs after event debriefs to document the successes, challenges with the event, as well as potential changes to increase the success of the event. Staff uses these debriefs to assist in the planning of future events as well as address issues that occurred. This report serves as a written summary of the 2016 Sundance Film Festival. The report provides an informational debrief by department and also highlights some related issues that City staff are facing with this event and the non-affiliated activities that occur during this time period.

Acronyms in this Report:

CSL – Convention Sales License

EMNS – Emergency Mass Notification System

EOC - Emergency Operations Center

LMC – Land Management Code

VMS – Variable Message System (Boards)

The Problem:

City Staff continues to struggle to manage impacts caused by non-affiliated activities during the Sundance Film Festival. The resources needed to assess, permit and monitor these activities continue to grow. The problem is exacerbated when applications come in after the deadline and staff is asked to expedite the approval process.

Background:

In September of 2013, Park City Municipal Corporation and the Sundance Institute entered into an agreement extending the dates the Sundance Film Festival in Park City through 2026, including a separation of the Festival dates from the Martin Luther King Holiday.

Analysis:

Overall, the 2016 Sundance Film Festival was a huge success. The City staff and Sundance worked tremendously hard to continue to improve on mitigation of impacts

that occur during festival through increases in interdepartmental coordination, traffic mitigation plans, parking plans, and community notification. The result was a successful festival that attracted huge crowds but overall ran smoothly with minimal issues.

While the Sundance Institute submits the majority of their applications more than sixty days prior to the festival, the surge in permitting and licensing at times lays an enormous burden on staff. It triples and even quadruples the normal workload of each team member. Many staff members are putting in long hours of overtime and setting aside all other, non-Sundance related business to focus on the Festival entirely. The staff hours spent on Sundance breakdown like this:

- Building: 1,621 Standard hours + 184.5 Overtime hours
- Finance: 300 Standard hours + 45 Overtime hours
- Planning: 596 Total hours
- Special Events: 1,205 Standard hours + 185 Overtime hours

In all four departments' cases, multiple staff members spent 100% of their time on the Festival and related non-affiliated permitting. Subsequently, this meant members of the rest of the team had to increase their workload as the number of incoming, regular applications did not cease during this time. It is a difficult figure to quantify, but it does have major impacts on the department (budget, employee morale, level of service).

Looking ahead to Sundance 2017, staff feels it would serve everyone better to publish and disperse the Rules of the Road document sooner. Staff plans to evaluate the document to ensure that policies and procedures are clear and easy to understand. This may include adding "info graphics", process flow charts, and specific code that the organizers can reference when negotiating with their clients. The changes are intended to educate business owners and organizers so they can be more informed and knowledgeable in making their decisions and preparing their application materials. In addition, staff will be performing some process engineering exercises to explore several options to streamline the Convention Sales License process. Staff feels that regardless of the work done to improve the process, if deadlines are not enforced, there will continue to be resources and staff moral issues.

Staff looks forward to returning in a work session with Council to further discuss and understand the processes involved in permitting for Sundance. Staff will work with Council to find ways to deliver high levels of customer service, manage the surge in workload, and maintain public safety.

Sundance 2016 was a success. Several staff members, as well as members of the community felt that it was less chaotic than in years past, and was relatively subdued; noting that there was only one Administrative Code Enforcement citation issued for \$200.

Below are event debrief reports from departments that play a key role in the planning and execution of the event. Each report outlines the successes, and challenges from this year's event as well as possible changes to be made for future years.

Planning Department:

The Planning Department team feels that Sundance 2016 went relatively smoothly in terms of processing applications and problem solving with applicants. Planning processed a total of 38 planning applications (Building Permit reviews are not included in this total). In speaking with several applicants (both new and “Sundance veterans”), the Planning team received positive feedback regarding the way that Sundance 2016 was run including staff’s consistent enforcement and interpretation of the Land Management Code (LMC)

Overall, the Planning team feels like there were some great lessons learned, positive feedback received, and determinations for ways to make the process run even smoother next year.

Successes

- Consistent enforcement and interpretation of the Land Management Code (LMC)

Challenges

- Applications incomplete with limited information;
- Applications received after the deadline;
- Applicant’s expectations for approved in time for their event activation;
- Intense amount staff time required to track down the appropriate information required for review.

Future Changes

- Special Event specific Planning applications;
- Edits to the “Rules of the Road” that can be enhanced to add clarity;
- Digital archiving system for all applications.

Streets Department:

The Streets Department felt that this year’s festival was a success. The department has many years of experience hosting the event and has used information from past years to improve operations year after year. The weather plays a significant role in the success of the department, and the additional resources and staff time helped to make this year run smoothly.

Successes

- Overall cleanliness of Main Street was increased;
- Fewer handbills/ flyers then previous years;
- The pattern of snow storms allowed staff to stay on top of everything;
- Emergency management briefings each morning is valuable and will really help out if/when major problems occur;

- UDOT providing additional equipment and staff to provide extended service to 24hrs during the event.

Challenges

- Decrease in snow storage and staging areas in Old Town due to festival expansion;
- The close proximity in dates with the Main Street concert (Freestyle World Cup);
- Residential trash service was behind;
- Variable Message Sign (VMS) failures to both city owned and rentals.

Future Changes

- Increase the amount of snow storage and staging areas in Old Town area;
- Develop additional contingency plans for emergency events;
- Replace City owned VMS.

Finance Department:

Multiple members of the Finance team have been trained to work on licensing so when the marked increase in volume of applications for Sundance events occurs in November, December, & January, those team members trained on licensing are able to work on the non-Sundance applications to help keep the turnaround time for licensing within an acceptable time-frame. The entire department has to operate at maximum efficiency for several weeks to endure the volume of applications, and the peripheral activities surrounding each event.

This year the department processed:

- 182 Convention Sales Licenses at 83 locations
- 89 Liquor Permits
- 599 Taxi's at the Festival's commencement

This does not take into account the Finance department maintaining normal business-taking water payments, permit payments, landscape bonds, running AR/AP, payroll and managing other department duties on a daily basis. The teamwork displayed during the months leading up to Sundance kept the department afloat.

Successes

- Accepting emailed applications/paperwork and taking credit card payments over the phone;
- Simplifying the fee for CSLs to an even \$372, no extra 5% calculation of the square footage as in years past;

Challenges

- Huge spike in Type II CSL applications happens to come right when all of the Park City Business Licenses are being renewed;

- Long customer wait times for Taxi Cab license renewal due to increase in application submittals;
- Increased need for part time staffing.

Future Changes

- Publication of Rules of the Road to be moved up to an earlier date.

Building Department:

Each year, the Building Department strives to provide a high level of service to applicants during the Sundance Film Festival while maintaining life safety standards. As the complexity of Sundance has grown over the years, the impacts to staff have been increasing and have reached a point at which staff must identify how to prioritize the workload or seek additional resources.

Successes

- Security and management of occupant loads improved. We had fewer overcrowding concerns compared to previous years.
- Compliance on the street seemed to have improved from previous years. (Most likely as a result of enforcement effort over the previous years.)

Challenges

- Applications received are incomplete and require additional staff time to educate the applications;
- The need for multiple inspections at a single location;
- Shortage of staff to handle normal day to day operations which result in delayed plan checks and inspections.
- Load in of venues during busy MLK weekend.

Future Changes

- Charging fee for re-inspections;
- Increase fees for fire permits;
- No longer be providing typed occupancy placards to sites, signs will be hand written at the time of inspection;
- Adopt a Public Safety Ordinance which allows the City to enforce requirements and standards on the private security companies (attend life safety training, sign an acknowledgement of responsibility and liability); thus alleviating demand on staff to perform repeat enforcement visits and work prolonged hours of event enforcement.

Parking Services Department:

As in years past, parking during the time of the event is limited. This not only causes frustration with residents and festival goers but also increases the staff needed to provide parking management and enforcement. This year's festival brought additional challenges as more of the parking inventory was used for

event operations. Through increased coordination in the planning process and additional outreach to the general public, parking services ran smoothly.

Successes

- Accepting credit card payment at the China Bridge parking structure;
- Increase contract parking personnel on Main Street;
- Increase coordination for Special Parking Permits on Main Street.

Challenges

- Lack of parking enforcement staff;
- Reduction of parking inventory in Old Town area.

Future Changes

- Increase use of technology for parking management at China Bridge parking structure.

Public Safety Department:

Public Safety is a top priority during the Sundance Film Festival. Due to the size of the event and the media attention the event receives, Homeland Security risks have risen sharply over the last few years. Due to these risks, additional resources were implemented into the security plan. Public Safety along with state and federal agencies worked closely with the Sundance Institute to develop a plan to reduce safety issues and protect the public's health and wellness.

Successes

- Implementation of bag checks at all theatres;
- Increased Public Safety resources located on Main Street
- Emergency Management's hosting of daily briefings at the Emergency Operations Center facilitates interagency coordination

Challenges

- Lack of resources (officers) to manage large crowds on Main Street;
- Increased Homeland Security threats during the festival.

Future Changes

- Increase in level of service to protect against possible threats.

Special Event Department:

The Special Events Department provides the direct line of contact between the event organizer (Sundance Institute) and the city. Staff is tasked with ensuring the all city departments are coordinated in the operations of the event and how traffic and parking plans will be executed, along with organizing the resources needed to ensure the event is a success. This year the Special Events Department also assumed the role of coordinating all of the non-affiliated activities. This included becoming the main point of contact for organizers of these activities and ensuring they were properly permitted and inspected. While

this new structure added better coordination and communication between all city departments and the event organizer, it did create a challenge on resources and staff time.

Successes

- Special Events taking over coordination of non-affiliated activity;
- Increase contract parking personnel on Main Street;
- Increase coordination for Special Parking Permits on Main Street.

Challenges

- Lack of staff to properly coordinate the operations of the event;
- Last minute changes to event sponsor operational plans.

Future Changes

- Increase in coordination through weekly all department special event meetings.

Ongoing Issues Facing Staff During Festival

- Maintaining a balance between protecting the festival and festival sponsors and allowing local business to generate additional revenue through sub leasing to non-affiliated activities.
- Lack of resources to properly manage the additional non-affiliated activity during the festival. In order for the level of service to be maintained leading up to and during the festival, additional resources will be needed. Enforcement of application deadlines must also be maintained in order to address this issue. This has become a critical issue in both the Building and Public Safety Departments.
- The permitting of possible landing location for air transportation companies within city/county limits. How does the city balance the demand for these services with the impacts that are created?
- Transportation and Parking Issues – As parking becomes increasingly limited, the need to find transportation alternatives that are convenient for festival attendees will increase.

Department Review:

This report has been reviewed by the following departments: Building, Finance, Planning, Streets, Parking Services, Public Safety, Parks, Economic Development, Legal, and Executive.

Funding Source:

All resources to plan and execute this event come out of the city's general fund.

Consequences of not taking the recommended action:

Staff would lack direction on how to move forward with some of the issues they face in planning and execution of activities during this event.

Recommendation:

Staff seeks to provide Council with an informational debrief of the 2016 Sundance Film Festival as well as seeks direction on possible next steps in addressing impacts caused by non-affiliated activities.



DATE: July 21, 2016

TO HONORABLE MAYOR AND COUNCIL

Staff is presenting current priorities and a general update on the Water & Energy Conservation Program. Priorities for the program include reducing energy consumption by increasing efficiency, mainly in the water system, and seeking opportunities for renewable power generation on a local, small scale level.

Although results to date are seemingly intangible, significant staff time continues to be focused on understanding the current system's energy demands, patterns, and baselines; further defining water quality constraints and risks; data management; building internal and external relationships that will support the goal; and upgrading control systems. This foundational work will allow for long term operational and infrastructure improvements over the next several years. The first major energy reductions will be possible later this year after the system optimization parameters have been defined and implemented. After optimization, infrastructure upgrades will further increase efficiency further progressing the City's energy goal.

Respectfully:

Holly Hilton, Assistant



City Council Staff Report

Subject: Energy Update: July 2016
Authors: Bina Skordas & Nick Graue
Department: Public Utilities
Date: July 21, 2016
Type of Item: Informational

Summary Recommendation

Staff is not seeking Council direction at this time. Staff is requesting feedback on the Water & Energy Conservation Program and the frequency for Council updates.

Executive Summary

Staff is presenting current priorities and a general update on the Water & Energy Conservation Program. Priorities for the program include reducing energy consumption by increasing efficiency, mainly in the water system, and seeking opportunities for renewable power generation on a local, small scale level.

Although results to date are seemingly intangible, significant staff time continues to be focused on understanding the current system's energy demands, patterns, and baselines; further defining water quality constraints and risks; data management; building internal and external relationships that will support the goal; and upgrading control systems. This foundational work will allow for long term operational and infrastructure improvements over the next several years. The first major energy reductions will be possible later this year after the system optimization parameters have been defined and implemented. After optimization, infrastructure upgrades will further increase efficiency further progressing the City's energy goal.

Acronyms

WECP	Water and Energy Conservation Program
RMP	Rocky Mountain Power
SCPW	Summit Community Power Works
LED	Light-emitting diode
HVAC	Heating, ventilating and air conditioning
JSSD	Jordanelle Special Services District
SCADA	Supervisory Control and Data Acquisition
WECP	Water and Energy Conservation Program

The Problem

The Park City water system accounts for over 50% of the City's total energy footprint. Reducing energy required in the water system is essential to meeting the City's 2022 net zero goal. However, until about a year ago, and out of necessity, energy efficiency was not a top priority as water staff have been focused primarily on water supply and water quality. While water quality and supply are still top priorities, staff is sharing their current approach as it pertains to creating a more efficient water system.

Background

<u>Date</u>	<u>Item</u>
May 28, 2015	Council requested that staff discuss a potential water rate surcharge that captures the carbon cost of our water delivery system
July 16, 2015	Update provided to Council which can be found at the following link: Water Surcharge- Energy (pg.20)
September 22, 2015	Request for Qualifications: Park City Water Department Energy Management and System Optimization Study
October 22, 2015	Update provided to Council which can be found at the following link: Utility Mitigation Surcharge: Strategy (pg. 155)
December 3, 2015	Contract Executed with The Brendle Group
February 28, 2016	Final Deliverable for Phase 1 from The Brendle Group,
March 21, 2016	Public Utilities Department re-aligns staff and hires Environmental Project Manager in support of the Program
April 28, 2016	WECP Phase 2 with the Brendle Group contract executed (pg.157)
June 2, 2016	Water Rate Increases discussion regarding energy surcharge

Analysis

Big Picture

The Low Carbon Energy Roadmap (Figure 1) lists potential strategies and initiatives, and demonstrates how they help to advance the program's goals.

Low Carbon Energy Roadmap

Strategy/Initiative	Potential Contribution Toward Goal
Water System Optimization	25%
Building Energy Efficiency	1-3%
Reduced System Water Loss	11%
Customer Water Conservation	3-5%
Ongoing Management and Monitoring	5%
Renewable Energy	31%
Project Scorecard Tool	No direct savings but essential for supporting collective savings of the program
Outreach	
End-User Program	
Total	76-80%

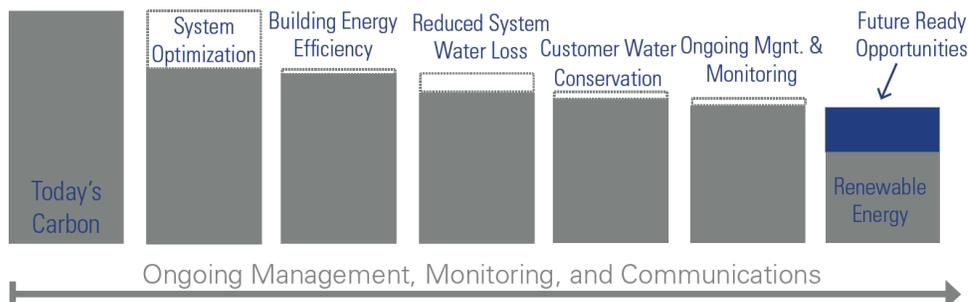


Figure 1: WECP Roadmap

As of July 1, 2016 an energy surcharge was added to customer’s bills. This surcharge was created to fund the Water and Energy Conservation Program (WECP) and associated projects. This update is to give a more detailed overview on the progress and plan of the WECP. Staff has identified three areas to invest in; operations, assets and renewables. In this first year, FY2017, most of the budget will be spent on operations and assets. with some renewable energy funding going towards Rocky Mountain Power’s Subscriber Solar program.

Staff is also working closely with Summit Community Power Works, providing data and results in order to help them with their goal of winning the Georgetown University Energy Prize. Together we are also hoping to better automate data and encourage city staff and the public to understand their energy use and how to reduce it.

Near-term Priorities

While numerous efforts are underway, staff has identified four near term priorities for the WECP:

- Water system optimization
- Renewable study
- Staff Capacity and Program Management
- Enhance current capital projects to include an efficiency element

These priorities are embedded within the three year implementation plan and budget and described further detail through the priorities listed below.

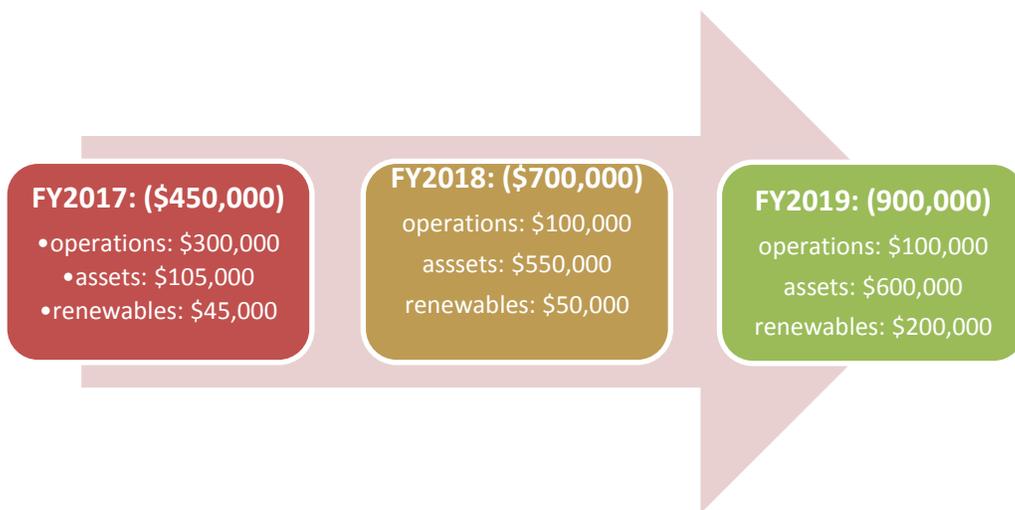


Figure 2: Three year implementation plan

Top Priority: Water System Optimization (Operations)

Cost: \$120,000

Potential annual dollar savings: \$200,000/annually

Estimated energy savings: 25%

Timeframe: will be complete in November with ongoing monitoring

Optimization of our system is the area with the greatest savings potential. This project requires a balance of several priorities including water quality, water rights, seasonal high and low demands, and infrastructure and controls constraints. Staff is working closely with Hansen Allen & Luce to determine the best strategy and parameters for pumping water more efficiently throughout our water system. With our SCADA replacement project nearing completion, staff will be able to implement these new parameters, analyze data in real time and adjust as necessary to maximize efficiency while minimizing the risk of a water quality upset or a tank reaching unacceptably low levels.

This effort will also include capital project identification based on existing infrastructure limitations and deficiencies. Staff has identified the following initial potential projects through the system optimization effort:

- a. JSSD water connection improvements
- b. Strategic source prioritization i.e. running sources that are the most efficient when possible

Renewables:

Cost for FY17: \$50,000

Total annual energy now renewable: About 5mWh (close to 60% of our annual use)

The Public Utilities department will account for most of the Subscriber Solar blocks purchased from Rocky Mountain Power, this will equate to about 900,000 kWh annually of renewable energy. Beyond subscriber solar, staff is creating a plan to implement solar panels and micro-hydro within our system.

Staff Capacity and Program Management

Cost for FY17: \$65,000

Potential annual Savings: \$40,000

Annual energy savings: 5-7%

- Staff will continue to actively engage co-workers from all levels of the Public Utilities department. Treatment, distribution and engineering teams have been very supportive of this program and have provided a diverse set of ideas and expertise in order for this program to succeed over a long period of time.
- The Public Utilities website has been updated to provide information to the public and staff has distributed a user-friendly Energy [form](#) that has received dozens of responses from city staff.
- Staff is working with Rocky Mountain Power to find a solution on how to receive automated energy data to better utilize staff time.
- Staff is also creating a reporting tool and dashboard to help internal and external partners see the progress of each project.

Enhance Capital Projects to Include Energy Efficiency Considerations:

1. **Public Utilities Facility:** Currently in its planning phase, the Public Utilities Facility will incorporate energy efficient design considerations into the overall project. Examples of these include Micro-hydro power generation, heat exchanger HVAC systems, solar and wind power as well as potential battery storage.
2. **Creekside Water Treatment Plant:** Nearing its design completion, the new Creekside Water Treatment Plant will replace the existing and outdated Divide and Park Meadows well-house facilities with a new energy efficient water treatment plant which will include smart heating and cooling systems, solar panels and ultra-efficient pump motors. Excluding pumping, the solar panels will be able to offset entire building throughout the year.
3. **Quinn's Junction Water Treatment Plant (QJWTP):** The Quinn's Junction Water Treatment Plant has been completely retro-fitted with LED lights yielding an annual energy savings of 55,000 kWh per year. The HVAC system will be recommissioned and the install of process support systems, such as batch tank heaters will provide for even further energy savings. Total projected savings on these upgrades: about 20% savings or 200,000 kWh/annually.
4. **JSSD Connection:** Public Utilities Engineering staff has been working closely with its neighboring utility, Jordanelle Special Services District (JSSD) to modify how PCMC receives purchased water from JSSD. Staff will continue to work through the planning and design phases of this project with an anticipated completion in fall of 2017.

Department Review

Public Utilities, Legal, and Executive have reviewed this Staff Report.



DATE: July 21, 2016

TO HONORABLE MAYOR AND COUNCIL

This report outlines where gravel may be used as a surface material as in xeriscaping, requirements of Parking Areas to be Hard Surfaced and the use of gravel as landscaping in areas covered by the Soils Ordinance.

Code enforcement and citizen complaints are trending upward regarding the various municipal codes that regulate gravel, xeriscaping and location of parking and driveways. The use of gravel in various locations whether casually, incidentally or as part of approved landscape plans is increasing.

The upward trend is primarily the result of various combinations of the following:

- Changes in Park City demographics i.e. increases in second-and multiple homeowners and retirees and the growing tendency to use houses as vacation rental property, including outdoor storage of recreation equipment;
- increased costs of rental housing more tenants per units;
- public relations efforts regarding water conservation and drought tolerant landscaping

Recommendations are provided to request the Planning Commission consider the information in this report along with Staff suggestions for code changes to clarify the various codes on this matter. The matter would be reported back to City Council as recommended changes to code.

This report has been delivered to Sustainability, Parks, Public Utilities, Public Works, City Engineer, Housing, Transportation Executive and Legal for comments and review.

Respectfully:

Anne Laurent,



City Council Staff Report

Subject: Gravel Mulch and Parking on Landscaped Areas
Author: Bruce Erickson, Planning Director
Department: Planning Department
Date: July, 21, 2016
Type of Item: Work Session Discussion

Summary Recommendation

The following recommendations are put forward for City Council consideration:

1. City Council should request the Planning Commission take on the consideration of xeriscaping, parking, and yards in all zones and make recommendations to City Council for code changes and policy.
2. Staff should begin immediately to develop corrections to the LMC regarding Yards and Allowed Parking Areas in conjunction with the Planning Commission.

Executive Summary

This report outlines where gravel may be used as a surface material as in xeriscaping, requirements of Parking Areas to be Hard Surfaced and the use of gravel as landscaping in areas covered by the [Soils Ordinance](#). Code enforcement and citizen complaints are trending upward regarding the various municipal codes that regulate gravel, xeriscaping and location of parking and driveways. The use of gravel in various locations whether casually, incidentally or as part of approved landscape plans is increasing.

The upward trend is primarily the result of various combinations of the following:

- Changes in Park City demographics i.e. increases in second-and multiple homeowners and retirees and the growing tendency to use houses as vacation rental property, including outdoor storage of recreation equipment;
- increased costs of rental housing resulting in more tenants per units;
- public relations efforts promoting water conservation and drought tolerant landscaping; and
- Increasing water rates, especially for high water use associated with outdoor irrigation.

Recommendations are provided to request the Planning Commission to consider the information in this report along with Staff suggestions for code changes to clarify the various codes on this matter. The matter will be reported back to City Council as recommended changes to code.

Acronyms

LMC Land Management Code

ROW Public Rights of Ways

Zoning Districts:

HR – L	Historic Residential Low Density
HR - 1	Historic Residential 1
HR – 2	Historic Residential 2
HRM	Historic Residential Medium Density
HRC	Historic Recreation Commercial
HCB	Historic Commercial Business
ROS	Recreation and Open Space
POS	Protected Open Space
E – 40	Rural Estate 40
E	Estate
SF	Single Family
R -1	Residential 1
RD	Residential Development
RDM	Residential Development Medium Density
RM	Residential Medium Density
RC	Resort Commercial
RCO	Regional Commercial Overlay
GC	General Commercial
LI	Light Industrial
FPZ	Frontage Protection
PUT	Public Use Transition
CT	Community Transition

The Problem

Numerous citizen and City staff requests and complaints have been made to clarify why gravel mulch is not always approved, yet it is promoted by the City to use draught tolerant landscaping. City Council requested a clarification by Staff on what municipal code allows and does not allow in relation to gravel mulch, xeric scape landscaping techniques, and related parking issues on gravel landscaped areas.

Analysis

“Gravel” is in use throughout our community in surface applications, soil cover, driveways and parking areas. For the purposes of this report, “gravel” is defined as crushed rock or rounded pebbles less than 2 inches in diameter average size in an application. Gravel may be in a washed or un-washed condition when applied. The use of gravel in surface applications is regulated by the Soil Ordinance, Architectural Regulations / Landscaping / Xeriscaping (LMC Title 15), and the Parking (LMC Title 9). The use of gravel in Rights of Way is managed by the City Engineer.

Soils Ordinance

The Park City Soils Ordinance is designed to maintain acceptable cover over soils with amounts of lead over established standards within the Soils Boundary Ordinance Boundary. Acceptable cover is defined as 6” or more of “approved topsoil”¹ or owners that practice xeriscape may employ a weed barrier fabric that is covered with 6” of

¹ 11-15-2 (A)

rock or bark, maintained to prevent soil break through.² Soil break through is soil migrating through the fabric and cover that exposes the public³ (to soils deemed to have lead content over established standards).

The Soils Ordinance also provides a definition of “xeriscaping” as a landscaping practice that uses plants that grow successfully in arid climates and a landscaping design intended to conserve City water resources.⁴

The Soils Ordinance requires parking of vehicles or recreational vehicles on “impervious surfaces and not on areas that have been capped with acceptable media.”⁵ This is to prevent soil break through and to reduce potential dust generation from frequent or infrequent traffic. Parking also leads to compaction of gravel or bark surfaces further increasing the potential for soil break through.

Architectural Regulations / Landscaping / Xeriscaping

Landscape plans are required for the limits of disturbance area for all Building Permits and Historic District Design Review projects with exterior work that impacts existing vegetation “the concept of Xeriscape for plant selection and location irrigation and mulching of all landscaped areas”.⁶ The area if irrigation and turf areas allowed for each lot is also outlined in this chapter. It should be noted that both the Soils Ordinance language and the LMC language regarding xeriscape reference plant materials.

Xeriscape is defined in the LMC as; “a landscaping method developed especially for arid and semi-arid climates utilizing water conserving techniques (such as the use of drought-tolerant plants, mulch and efficient irrigation.”⁷

The LMC currently prohibits “stone-based mulch”.⁸ Gravel is sourced from surface excavation of rock materials. It has a relatively long “life span” that is very dependent on types of gravel, and usage patterns. Gravel areas are often more weed prone that wood mulches do to the larges spaces between gravel particles and the ability of invasive speciefies to use nutrients in the spaces between gravel particles. Proper weed barriers and washing of the gravel does prevent weeds, however is difficult to enforce and ensure proper maintenance. Gravel does not retain water, but does allow for good water penetration to the soil below.

Wood mulch is the byproduct of timber and wood production. On this basis it could be considered to be a “renewable “product. Wood mulch areas are less weed prone due to

² 11-15-3 (B)

³ 11-15-3 (C)

⁴ 11-15-3 (D)

⁵ 11-15-2 (C)

⁶ 15-5-5 (M)

⁷ 15-15-1.295

⁸ 15-5-5 (M)

the lack of suitable nutrients inherent in the bark product. Proper application of wood mulch provides better water retention.

Some plant species do not react well to gravel mulch depending on the location, exposure, and tolerance to site conditions. Rock has solar heat gain and retention properties and can contribute to what is termed “heat-island affect”. Depending on the type, color, and location of the gravel, gravel mulch increases soil temperature.

By way of comparison, Summit County Snyderville Basin Development Code, chapter 4, requires plants well-suited to the microclimate at the site and prohibits white rocks, painted rocks or colored mulch. Use of this language is not necessarily recommended but provided for a general comparison.

Gravel and Parking / Driveways

Section 2 of the LMC spells out requirements for Parking, Driveways and use of gravel in the twenty two zoning districts. The HCB, ROS, POS, along with the PUT and CT zones have fewer direct restrictions than the remainder of the zones. (refer to Table 1). In fourteen of the zoning districts, all of the residential zone, including the Historic Districts, the LMC notes “No portion except patios, driveways, Parking Areas and sidewalks may be Hard Surface or graveled.”⁹ Driveways are allowed leading to Parking Areas in the front and rear yards, but not in rear yards except HCB, ROS, POS and CT zones. Allowed Parking Areas are permitted in front yards but only in rear yards in 10 zone districts, as “Hard Surface Parking Areas”.

Section 3 of the LMC requires the “Parking Areas must be Hard-Surface and maintained in good condition and clear of obstructions at all times”.¹⁰ Further, the chapter identifies that:

“All vehicles, boats, RVs, trailers and similar vehicles must be parked on an approved paved surface. At no time shall a vehicle be parked on lawn or landscaped Areas”;¹¹ and
“Driveway Areas are not to be used for the storage of any trailer, camper, motor home, boat or camper.”¹²

The Parking section of the Municipal Code states, “parking on pervious surfaces is prohibited in the areas covered by the Soils Ordinance.”¹³

There are many examples of communities who do not regulate the parking of RVs and trailers, and many examples of those who do. The LMC does regulate this issue, and for reference only the Summit County Snyderville Basin Development Code does as well.

⁹ 15-2.2-3 (F) (6)

¹⁰ 15-3-3 (B)

¹¹ 15-3-4 (A) (3) (a)

¹² 15-3-4 (A) (3) (b)

¹³ 9-2-16

10-4-9 (G). *Vehicle Storage Prohibited: On and off street parking shall not be used for the extended storage of motor homes, trailers, construction related equipment, tractor-trailer trucks and other such vehicles. On and off site parking shall not be used for the purposes of sale, repair or dismantling or servicing of vehicles, equipment, materials or supplies.*

Gravel within Rights of Way

The City Engineer has jurisdiction of activities within the ROW. Gravel is not allowed in the ROW. Gravel does not provide lateral support for curbs and the edge of roadways adequately, causing curbs and roads to fail prematurely. Gravel is displaced by snow removal (whether public or private actions) to streets gutters and adjacent property owners property. Gravel or stone in the streets reduces bicycle safety and pollutes storm water and fills catch basins. Finally, gravel in the ROW tends to be used for adding parking. The presence of cars parked correctly on the road edge against the curb and gutter help to create visual friction that ultimately slows the travel speeds down. By parking farther out and behind the curb and gutter, the speeds on the roads have a tendency to increase.

Conclusions

- The various codes appear to be consistent in the requirements for Parking Areas to be on Hard-Surface.
- The Soils Ordinance and LMC appear to be consistent in the definition of Xeriscaping as the use of plant materials. The LMC prohibits “gravel mulch” in landscaping, but does not differentiate “rock” from “gravel mulch”. The Zoning Districts are fairly consistent between Allowed Parking Areas, the use of gravel in Front Yards, and driveways in front and side yards.
- There are a number of key definitions lacking in enforcement of parking areas, such as the definition of “parking” vs “storage” of a vehicles or RV. The definition of “hard surface is outdated.
- The LMC is unclear regarding the differences between Yards and Setbacks in Yards.
- The amount and type of gravel allowed to be used in Xeriscaping needs definition.
- The proximity of gravel surfaces to surface water drainages, storm drain and gutters and roads need to be clarified.

Department Review

Community Development, Sustainability, Public Works, Public Utilities, Legal and Executive departments have reviewed and commented upon this report. Identified issues to be considered include the following to date:

- Rock mulch with a fabric barrier is a good physical barrier to prevent human interaction with tailings.
- Reducing irrigation in areas with mining tailings decrease the potential for mobilizing dissolved metals that may impact groundwater.

- Clarify permit requirements for landscaping and grading and provide educational outreach to customers.
- Protect character of the neighborhoods - Park City should not look like Tucson Arizona because they are geographically and climatically very different and distinct.
- Support low impact development to reduce water consumption and manage storm water runoff.
- Minimize heat island affect and use in conjunction with a requirement of planting coverage.
- Allow pavers and alternate acceptable parking surfaces.
- Consider allowing rock mulch in a limited fashion on land parcels but not in ROW.
- Continue to limit parking in the front yard, and further define when additional parking areas are allowed in side and rear yards.
- Even if gravel mulch is locally sourced, it still requires energy to quarry.
- Do not allow dyed wood mulch.

Funding Source

This work session discussion item is regarding Park City's LMC and does not directly impact any funding sources.

Attachments

A Code Reference Spreadsheet

Attachment A

Zone	Parking			Driveways			Gravel		
	Front	Rear	Side	Front	Rear	Side	Front	Rear	Side
HR-L	Allowed Parking Areas	Hard-Surfaced Parking Areas		Allowed Driveways to Parking Areas		Driveways leading to garage or approved Parking Area	No portion except patios, driveways, Parking Areas and sidewalks maybe Hard Surface or graveled		
HR-1	Allowed Parking Areas	Hard-Surfaced Parking Areas		Allowed Driveways to Parking Areas		Driveways leading to garage or approved Parking Area	No portion except patios, driveways, Parking Areas and sidewalks maybe Hard Surface or graveled		
HR-2	Allowed Parking Areas	Hard-Surfaced Parking Areas		Driveways leading to Garage or Parking Area		Driveways leading to garage or approved Parking Area	No portion except patios, driveways, Parking Areas and sidewalks maybe Hard Surface or graveled		
HRM	Allowed Parking Areas	Hard-Surfaced Parking Areas		Driveways leading to Garage or Parking Area		Driveways leading to garage or approved Parking Area	No portion except patios, driveways, Parking Areas and sidewalks maybe Hard Surface or graveled		
HRC	Allowed Parking Areas	Hard-Surfaced Parking Areas		Driveways leading to Garage or Parking Area		Driveways leading to garage or approved Parking Area	No portion except patios, driveways, Parking Areas and sidewalks maybe Hard Surface or graveled		
HCB	No Yard required	No Yard required	No Yard required	No Yard required	No Yard required	No Yard required			
ROS	must meet Setback; 5 or more spaces is Conditional Use	approved Parking Areas	Approved Parking Areas	driveways	driveways	driveways			
POS	approved Parking Area	approved Parking Areas	Approved Parking Areas	driveways	driveways	driveways			
E-40	no yard exceptions	no yard exceptions	no yard exceptions	no yard exceptions	no yard exceptions	no yard exceptions			
E-40	Allowed Parking Areas	Hard-Surfaced Parking Areas		Driveways leading to Garage or Parking Area		Driveways leading to garage or approved Parking Area	No portion except patios, driveways, Parking Areas and sidewalks maybe Hard Surface or graveled		
SF	Allowed Parking Areas	Hard-Surfaced Parking Areas		Driveways leading to Garage or Parking Area		Driveways leading to garage or approved Parking Area	No portion except patios, driveways, Parking Areas and sidewalks maybe Hard Surface or graveled		
R-1	Allowed Parking Areas	None		Driveways leading to Garage or Parking Area		Driveways leading to garage or approved Parking Area	No portion except patios, driveways, Parking Areas and sidewalks maybe Hard Surface or graveled		
RD	Allowed Parking Areas			Driveways leading to Garage or Parking Area		Driveways leading to garage or approved Parking Area	No portion except patios, driveways, Parking Areas and sidewalks maybe Hard Surface or graveled		
RDM	Allowed Parking Areas			Driveways leading to Garage or Parking Area		Driveways leading to garage or approved Parking Area	No portion except patios, driveways, Parking Areas and sidewalks maybe Hard Surface or graveled		
RM	Allowed Parking Areas			Driveways leading to Garage or Parking Area		Driveways leading to garage or approved Parking Area	No portion except patios, driveways, Parking Areas and sidewalks maybe Hard Surface or graveled		
RC	Allowed Parking Areas			Driveways leading to Garage or Parking Area		Driveways leading to garage or approved Parking Area	No portion except patios, driveways, Parking Areas and sidewalks maybe Hard Surface or graveled		
RCO	No yard Specified								
GC	Allowed Parking Areas			Driveways leading to Garage or Parking Area		Driveways leading to garage or approved Parking Area	No portion except patios, driveways, Parking Areas and sidewalks maybe Hard Surface or graveled		
LI	Allowed Parking Areas			Driveways leading to Garage or Parking Area		Driveways leading to garage or approved Parking Area	No portion except patios, driveways, Parking Areas and sidewalks maybe Hard Surface or graveled		
FPZ	Parking Lots to rear or sides of Buildings								
PUT	No yard Specified								
CT	approved Parking Area	approved Parking Area	approved Parking Area	driveways	driveways	driveways			



DATE: July 21, 2016

TO HONORABLE MAYOR AND COUNCIL

Staff recommends that the Park City Council review the mid-season update for the 2016 Park Silly Sunday Market based on findings that they are operating consistently with the City Services Agreement and the Level Three Special Event Permit, as entered into on March 11, 2014 and Supplemental Plan as approved for the current contract season on Thursday, March 31, 2016.

Respectfully:

Jennifer Diersen,



City Council Staff Report

Subject: Park Silly Sunday Market Mid-Season Review
Author: Jenny Diersen, Special Events Coordinator
Department: Special Events
Date: Thursday, July 21, 2016
Type of Item: Informational/Administrative

Summary Recommendation

Staff recommends that the Park City Council review the mid-season update for the 2016 Park Silly Sunday Market based on findings that they are operating consistently with the City Services Agreement and the Level Three Special Event Permit, as entered into on March 11, 2014 and Supplemental Plan as approved for the current contract season on Thursday, March 31, 2016.

Executive Summary

In March of 2014, the City entered into three-year City Services Agreement with Park Silly Sunday Market. As part of the City Service Contract, PSSM must present a complete a mid-season review to City Council annually, which articulates the details of the operation of the Market. The 2016 PSSM season is the last year of the current City Services Agreement. Staff finds the Park Silly Sunday Market has been meeting all of the requirements of the contract and continues to mitigate challenges as they arise.

Acronyms

HPCA – Historic Park City Alliance
PCMC/City – Park City Municipal Corporation
PSSM/Market – Park Silly Sunday Market
SEAC – Special Events Advisory Committee

The Problem

The Special Events Department continues to work to both facilitate events and mitigate their impacts including efficiently managing events taking place in the Park City Community. Discussions have centered on balancing positive economic and cultural outcomes and community impacts. As you consider the mid-season review of PSSM, it is important to consider how the event will impact:

- Traffic and Transportation;
- Public Safety;
- Businesses; and
- Residents in Old Town.

Background

City Council Reports

March 31, 2016 [Park Silly Sunday Market Supplemental Plan & Approval Staff Report](#)
Pages 69 through 104

On March 11, 2014 Park City Municipal Corporation (PCMC) and the Park Silly Sunday Market (PSSM) entered into a City Service Agreement for provision of financial assistance and costs and amount of City Services in return for holding the Park Silly Sunday Market on Main Street. As part of the City Service Contract, PSSM present a supplemental plan, mid-season and end-of-season review to City Council each season.

The 2016 PSSM season is the last year of the current City Services Agreement. Staff believes the PSSM has been meeting all of the requirements and continues to work in coordination with the City and HPCA as challenges arise.

Update of the current PSSM Season:

Parking

PSSM continues to work with Staff regarding parking challenges. Please see refer to Exhibit A for details regarding parking counts during the PSSM. The following are updates on specific areas:

Park Avenue

Staff continues to coordinate residential parking on Park Avenue. The Parking Services Department worked with the Special Event Department to distribute information regarding parking impacts during PSSM as well as other major events in June prior to PSSM beginning. Additionally, the Parking Services Department conducts counts of City Owned spaces including the residential zones three times per day during the Market and continues to find that only a few residents are parking the temporary residential zone. The challenge is that these residential zones have continued to sit open with no vehicles parked in them, rather permitted residents or unpermitted vehicles. Staff will work to continue to monitor the residential zones, as it may cause residents to use these designated parking areas as the Market continues to grow in attendance each Sunday. Staff will report back on this item at the end-of-season review and is working to understand the challenges of use in the space.

Aerie

Staff recently received complaints from Aerie residents regarding perceived vendor parking on Aerie Drive. Staff is working to investigate parking challenges by utilizing vendor license plates provided by PSSM. Additionally, staff will work to post no parking signs in the area to continue to mitigate parking challenges in the Aerie Drive area. Park Silly Sunday Market continues to coordinate with the City to ensure vendors are parked in correct locations.

Woodside

Staff recently received notice of complaints from the Engineering Department regarding parking on Woodside Avenue. Staff will work to ensure no parking signs are posted in the area to mitigate parking challenges.

Vendor License Plates

As mentioned above, PSSM continues to work to give staff vendor license plate numbers to help ensure that vendors are parking in vendor parking areas including Sand Ridge, top of China Bridge and Park City High School. If a vendor is found to be parked incorrectly, vendors are notified by the Parking Services Department with a flyer and asked to contact either Parking Services Department or PSSM staff to get further information regarding approved parking areas so that other parking areas can be left for residents and as well as our visitors. Vendors who are parked outside of identified vendor locations are not ticketed at this time as long as they are appropriately parked and adhering to time constraints of the particular spaces.

Vendor Mix/ Zero Waste/ Working Group

PSSM continues to meet the agreed upon vendor mix requirements. Please review Exhibit B for additional details.

Zero Waste & Sustainability Efforts

PSSM has reported the following zero waste statistics through the first 5 Sundays of the PSSM of the season.

Glass	750 pounds
Compost	590 pounds
Co-Mingled Recycle	8,545 pounds
Total Diverted from Landfills	9,885 pounds
Vs.	
Total to Landfill	1,870 pounds

Additionally, the Bike Valet has seen more than 1,000 bikes during the first 6 weeks of the market.

Working Group

One Working Group Meeting for the season. The next working group meeting is scheduled August 21st. A representative from the required parties including HPCA, the City Staff and PSSM were in attendance.

HPCA has made comments that vendor mix requirements improved the offerings and reduced the number of similar products offered by the vendors that are sold on Main Street. Additionally, they stated that the Farmers Market on 5th Street continues to draw a significant amount of traffic to the Post Office. Furthermore, they stated they are looking forward to the development of the plaza near the Brew Pub to be used potentially as additional expansion of the market activities to encourage attendees all the way to the top of Main Street. Parking availability continues to be a concern, and suggestions of possibly relocating vendor parking may be something to explore in the future.

Event Coordination

Staff continues to coordinate with PSSM to mitigate concerns regarding other events that occur simultaneously or in close proximity on the event calendar. Staff specifically would like to thank the Park Silly Sunday Market for their continued coordination on July 3 as the City prepared for the busy 4th of July Celebration. PSSM worked with staff to coordinate use of City Owned Message Boards, Barricades, and Stage. PSSM contributed their own staff to assist with moving and setting up the stage at North City Park as well as loaned the City electrical and operational equipment to assist with the 4th of July activities.

Staff is providing an updated event coordination chart below. Events that were unknown during the preseason report are highlighted.

DATE	EVENT	A – Geographic Separation	B - Proposed Time & Duration	C – Anticipated Attendance
June 12	Ski Town Lacrosse Shoot Out	Quinn's Junction & N40/ Treasure Mtn	8am – 8pm	2,200
July 24	Big Stars Bright Nights Concert Series	Deer Valley	7:00 to 10:00 p.m.	3,000
September 11	Walk A Mile In Her Shoes	City Park	8 a.m. to noon	250
September 18	Autumn Aloft	Main Street, N40	7 a.m. to noon	2,500
September 18	Tour De Suds	City Park	9 a.m. to noon	250
September 18	Harley Ride – pending approval Level 2 event	Upper Main Street	Noon to 3:00 p.m.	300

Site Plan

Small operational changes to PSSM based on projected site plan changes with private properties have not impacted the market this season. Coordination between the use of the Kimball Art Center space and the 820 Park Avenue development continue to run smoothly. PSSM continues to stay coordinated with these property owners as well as others.

Additionally during past PSSM seasons, Mountain Town Music and the PSSM have worked to help program the Miners Park to draw people up Main Street. Though in the beginning of the PSSM season music was not scheduled in the space, programming has begun, as construction is not scheduled for Miners Park this season.

Attendance

Total attendance for 2015 was 188,000 with an average of 13,471 per weekend. Total attendance for 2016 for the first 6 markets this season is 90,391, with an average of 15,065 per weekend. PSSM saw attendance above 20,000 on both July 3 and July 10th.

SEAC Mid-Season Debrief

The SEAC committee discussed a mid-season review of PSSM at the July 12 meeting. Though these items are not a formal recommendation, discussion points of note included:

- Creation of more signage for restrooms and directions to the farmers market;
- Possibly exploring an expansion of footprint to allow for more seating in the food court area and to help with crowd dispersal on Main Street;
- Possibly exploring programming on upper Main Street or Marriott Plaza.

SEAC members specifically commented on noise concerns prior to the season. Through both community comment and experiencing PSSM for themselves, SEAC did not find the noise of PSSM to be of concern. SEAC members mentioned that this finding came from a perspective both on lower Main Street, upper Main Street, Woodside and Park Avenue.

Fee Reduction Update:

During the review of the pre-season report as reported on March 31, 2016, staff reported that fee reduction was estimated to only increase by \$80 for the change in cost of Special Event Application Fee.

Since the start of the 2016 PSSM market there have been two changes to the anticipated fees including:

- A decrease in estimated Police Services. This decrease in fees was due to an officer who was unable to attend scheduled shifts. This decreased fee reduction request by \$1,350.
- An increase in estimated Building Department fees regarding afterhours fees. The City continues to send an inspector to each of the 14 PSSM during walk through. At the time that the PSSM received their Building Permit and scheduled inspections, they were not made aware of these fee changes for the 2016 year.

Staff, including Special Events, Budget, Police and Building Department is supportive of supporting both of these adjustments to the fee reduction estimates for the event, based on the 2014 City Service Agreement and because these fee adjustments were not anticipated prior to the market season. Staff intends to continue to move forward with reducing these unanticipated fees as mentioned above unless City Council directs otherwise.

A chart below indicates the above fee reduction changes. Staff will continue to report on final fee reduction for this event at the end of season review in the fall.

Departments	Estimate Fees 2015	Actual Item 2015	Actual Fees 2015	Estimated Item 2016	Estimate Fees 2016	Mid-Season Item 2016	Mid-Season Estimate 2016
Parking Department	\$22,050.00	Parking spaces for 14 days	\$22,050	Parking spaces for 14 days	\$22,050	Parking spaces for 14 days	\$22,050
Streets Department	\$3,600.00	NA	00.00	NA	00.00	NA	00.00
Police Department	\$36,000.00	520 Hours	\$39,000	520 Hours	\$39,000	502 Hours	\$37,650
Transit Department	\$2,250.00	15 Hours	\$2,250	15 Hours	\$2,250	15 Hours	\$2,250
Parks Department	\$648.70	Banner installation	\$648.70	Banner Installation	\$648	Banner installation	\$648
Building Department	\$3,375.00	Inspections and permits	\$3,375	Inspections and Permits	\$3,375	Inspections and permits	\$7,575
Application Fee	\$80.00	Annual Permit Fee	\$80	Annual Permit Fee	\$160	Annual Permit Fee	\$160
VMS Signs & Barricades	\$4,536.00	2 VMS/ Electronic Signs	\$5,600	2 VMS/ Electronic Signs	\$5,600	2 VMS/ Electronic Signs	\$5,600
Total Fees	\$72,539.70	2015 Actual	\$73,003.70	2016 Fee Estimate	\$73,083	2016 Mid-Season Fee Estimate	\$75,993

Department Review

The Special Events, Economic Development, Police, Transportation, Parking Services, Parks, Streets, Transit, Executive, Budget and Legal Departments have reviewed this report and comments have been incorporated.

In addition the SEAC committee participated in a mid-season debrief of the event during the July 12 meeting. Their comments have been incorporated into this report.

Funding Source

Funding will come from the City's general fund within existing budgets.

Alternatives for City Council to Consider

1. Recommended Alternative:

This is an informational update for City Council regarding the Park Silly Sunday Market. Staff will be returning in September for an end of season review of the 2016 Market Season.

Pros:

- The event organizer continues to work with Staff to address the challenges that arise regarding this event.
- This event adds to a diverse event calendar, which allows for both economic and cultural opportunities, as well as helps create a world class, multi-seasonal destination.

2. Option 1:

City Council could review and ask staff to come back to a regularly scheduled meeting to discuss any updates regarding the 2016 PSSM season.

Attachments

Exhibit A – PSSM Mid-Season Measures of Success

Exhibit B – 2015 & 2016 PSSM Parking Count

Exhibit A – 2016 PSSM Mid-Season Summary Measures of Success

Park Silly Sunday Market - Mid- Season Review Measures of Success		<u>Legend</u> S –Satisfactory Meeting Contracted Requirements I- In progress / Meeting Requirements U – Unsatisfactory/ Not meeting Requirements
Vendor Mix		
A. Importers (allowed per week maximum) i. 2016 – 6	Notes: Sending weekly reports. Importer maximums have either been met or are under the allotment.	S
B. Jewelers (allowed per week maximum) i. 2016 – 12	Notes: Sending weekly reports. Jewelers maximums have either been met or are under the allotment.	S
C. On-site Food Vendors & Snack food Vendors (per week maximum) i. 2016 – 12	Notes: Sending weekly reports. Food Vendors & Snack Food Vendors have either been met or are under the allotment.	S
D. PSSM will include a HPCA representative in the jurying of jewelry vendors	Notes: Meeting requirement – Representative was Puggy Holmgren	S
E. PSSM will coordinate three (3) market walk through with the HPCA and PCMC to identify possible conflicts and/or issues with vendor mix.	Notes: Meeting requirements: All Walk-throughs were completed PSSM provided walk through dates, times and reminders. Next Working Group Walk through is scheduled on August 21.	S
F. PSSM will provide to the City a list of vendor classification definitions along with preference criteria for vendor mix.	Notes: Requirements were provided in March of 2016.	S
Parking / Traffic / Pedestrian Management		
A. Create event parking plan i. Identify vendor vehicle ii. Identify public parking locations both in Old Town/Main Street along with alternative parking areas. iii. Identify locations where parking will be removed to provide space for event and mitigate impacts of event iv. Setup program to encourage parking of vendors in approved vendor locations	Notes: i. PSSM continues to work with Staff & private parking garages to park vendors in appropriate areas. Park Silly Sunday Market has been taking vendor license plate numbers as they enter into the market so Parking Services can better identify vendors. The Market continues to notify vendors that parking is at the Sand Ridge Lots or other spaces not identified for vendors. Park Silly Sunday Market has added Vendor License Plate column to their application for the 2016 year, as to allow easier license plate collection. ii. A resident parking area has been established and is being enforced along the west side of Park Ave. from 9 th to 14 th Street. Door to door notification took place on 6/2/2016. Parking Enforcement continued to communicate with the residents to resolve parking concerns and challenges during the market. Neither Special Events, Parking Services Staff nor PSSM received any direct complaints about the Residential Parking area. The Library did report general parking challenges on Sunday, July 3 in both the Mawhinney Parking Lot and Library Parking Lot. Staff continues to coordinate with PSSM to ensure that the parking at the Library is accessible during the market by encouraging the Library to place signs up that say “Library Patrons Only, No Event Parking” at each entrance. Library has reported back that they are discussing placing signs and that they have not had any further challenges. iii. Supplemental Parking has been established at the Park City High School and continues to be an important resource for both locals, visitors and vendors alike. Park Silly Market also works with Canyons Transportation for SLC visitors to provide a shuttle from SLC area hotels to the Market each Sunday.	S

<p>B. Work with Special Events and Transit to get out alternate transportation messaging out with:</p> <ul style="list-style-type: none"> i. Co-messaging with PC Transit Dept. ii. PSSM will create and implement different methods of informing the public (PSA's, print ads) iii. Create and implement a program encouraging non-motorized forms of transportation to the market. 	<p>Notes: Meeting requirements.</p> <ul style="list-style-type: none"> i. Staff went on KPCW weekly throughout the summer regarding upcoming events and discusses parking and transportation and coordination for all events as well as the market each week. ii. PSSMs print, online and radio advertising includes directions for participants to take alternate transportation to the event. Including City transit, bikes or walking to attend. iii. Bike Valet at 9th Street has received a total of 900 bikes. iv. PSSM worked with Canyon Transportation to provide shuttle service from SLC hotels to PSSM. 	S
<p>C. Submit sign Plan to Staff at the time of Supplemental Plan containing the following:</p> <ul style="list-style-type: none"> i. Locations ii. Size & Type iii. Message iv. Placement and removal times 	<p>Notes: Requirements met in March of 2016.</p>	S
<p>D. Work with City to Create a pedestrian management plan that addresses the crossings of Heber/Main and Swede Alley</p>	<p>Notes: Requirements have been met – Intersection remained manageable and required no additional resources. During high attendance of the 4th of July, there was a time period when PSSM staff worked to help control pedestrian crossings at the Heber and Main intersections. Staff continues to monitor this situation and feels that PSSM works to mitigate challenges as they arise and that it is not necessary for a permanent cross guard to be placed at the intersection during the event.</p>	S
<u>Market Set-Up and Inspections</u>		
<p>A. Weekly notification to staff of footprint or operational changes</p>	<p>Notes: Meeting requirements. PSSM started a new service for their bouncy houses and fire permitting was taken care of prior to the start time of the next market for the use.</p>	S
<p>B. Location of interior sponsor signs</p>	<p>Notes: Meeting requirements. Signs were noted after a PSSM market and it was discovered that these were signs that were placed by businesses and staff worked to have them removed by the businesses a timely manner.</p>	S
<u>Street Cleaning and Trash Removal</u>		
<p>A. Pre-Meet with City's Street Department to create a street cleaning and trash removal plan</p>	<p>Notes: Requirements have been met: Additional trash and street sweeping were required after Savor the Summit. Any concerns from Streets or Parks Dept. regarding waste removal were addressed immediately by PSSM staff.</p>	S
<p>B. Meet with Street Department two (2) additional times throughout summer to address any issues with plan.</p>	<p>Notes: Meeting requirements: Park City Streets Crew and PSSM have had no negative reports and have not found it necessary to meet. As challenges arise they are coordinated and addressed by both Staff and PSSM representatives in a timely manner.</p> <p>PSSM has reported a trip hazard with regard to the gutter and curb damage (not caused by PSSM) on main street that will need to be filled. Additionally, small inconsistencies with variable message boards have been coordinated as soon as challenges arise.</p>	S
<u>Coordination with PCMC and HPCA</u>		
<p>A. PSSM will schedule monthly 'Working Group' meetings from June through October</p>	<p>Notes: Requirements have been met.</p>	S
<p>B. PSSM will schedule three (3) market walkthroughs with the "Working Group" within the season.</p>	<p>Notes: Met requirements with attendance from each entity of the working group. Next meetings are scheduled on August 21.</p>	S

C. PSSM will schedule a weekly market walk through with City representatives	Notes: Met requirements. Staff from Departments including Special Events, Building, Police, and Parking walked through the venue and were onsite to address concerns, impacts and challenges each week. Any concerns by City or PSSM staff were addressed immediately.	S
D. PSSM will supply the City Representatives with weekly report containing the following i. Estimated attendance ii. Zero Waste statistics iii. Breakdown of number of vendors and types	Notes: Total PSSM attendance in the first 6 weeks of the event has amounted to 90,391 with an average attendance of 15,065. Total landfill diversion is 9,885 pounds of waste vs 1,870 going to the landfill. More than 1,000 Bikes have been part of the Bike Vallet program during the first 6 weeks of PSSM. iii. Limited Vendor Categories: Import vendors were consistently meeting or under the maximum allotment of 6 Import Vendors. Jewelry vendors have been at the maximum allotment of 12, except markets where they were under the allotment. To-go/Snack food Vendors were consistently under or meeting the maximum allotment of 12. Staff and PSSM will report on vendor statistics regarding local, regional and out of state percentages at the end of season report.	S
Marketing and PR		
a. Main Street/HPCA logo on all advertisements & promotions	Notes: Meeting requirements.	S
b. Engage in co-promotions with Chamber, HPCA, Park City Restaurant association	Notes: Meeting requirements. Park Silly Market provides free promotions of Park City businesses in their Park Silly Info Booths (3) each Sunday. Park Silly Market provides one free booth for HPCA each Sunday. HPCA/ Main Street membership information and logo placement on all media and advertising. Park Silly Market gives restaurants first right of refusal to apply as a food vendor for restaurant association. Park Silly Market also provides free advertising or promotion by request for all HPCA, Chamber and Restaurant Association Members through social media outlets which reach 17,000.	S
c. Media – The HPCA logo and sponsorship credits will be provided in all media placement that the PSSM currently employs, including but not limited to: I. Print ads II. Ads, links or info listings on Utah tourism, business and special internet websites; III. Periodic television coverage; IV. Radio spots and promotions; V. Website spots, summer guides, fairs, non-profit organization calendar listings; VI. Email blasts; and VII. Social media, ‘ if applicable”	Notes: Meeting all requirements.	S
Other Items:		
Attendance must average 7,500 visitors to the market per season. This number shall be established and verified annually by Staff and PSSM	Notes: Total attendance for 2016 for the first 5 markets this season is 90,391, with an average of 15,065 per weekend. Both July 3 and July 10 th weekends saw more than 20,000 people.	S
Quantify Marketing & PR Value – of at least \$150,000	Notes: Current estimated value as determined by Staff is in excess of \$150,000.	S

<p>PSSM shall present an annual report to the city in February of the preceding market season. This report will contain the following:</p> <ul style="list-style-type: none"> i. Estimated attendance ii. Zero Waste statistics iii. Breakdown of number of vendors and types iv. List of non-profit groups attending the market v. Advertising information etc. 	<p>Notes: In March of 2016, a Supplemental Report for the 2016 PSSM was provided.</p>	<p>S</p>
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2016 PSSM Vendor Types Definition & Vendor Mix

All categories are juried by the PSSM staff by way of required online application details including, but not limited to: product descriptions, photo samples of products, photo of booth display, history/business description including their 'story', list of sources and co-packing use.

PRIORITY 1: Artisan— A vendor that sells unique, art and handmade crafts (excluding food and jewelry). Starting materials must be significantly altered and enhanced by the artist. Preferential consideration given to local artists based in the state of Utah.

PRIORITY 2: Farmer – A vendor that sells fresh produce from his or her farm and/or a vendor that sells food products made of produce from his or her farm.

PRIORITY 3: Jeweler – A vendor that sells unique, handmade jewelry of their own making and design. Limited space available in this category (12 per market date).

PRIORITY 4: Gourmet Food – A vendor that sells foods or baked goods, made in Utah, which are intended/packaged for off-site consumption. Preferential consideration given to members of Utah’s Own.

PRIORITY 5: Designer – A vendor that plans the precise form, look or working of an item, excluding jewelry, in writing before such item(s) is manufactured pursuant to that vendor’s specific request. To qualify as a designer, the vendor shall be required to submit specific design plans of all item(s) to be sold at the market. Preferential consideration given to local designers based in the state of Utah.

PRIORITY 6: Young Vendor – A vendor, 17 years of age or younger, that sells their own unique, handmade goods.

PRIORITY 7: Food – A vendor that prepares and sells food for consumption at the Market. First right of refusal is offered through the HPCA membership. Limited space available in this category (12 per market date, 10 of which are propane-approved space).

PRIORITY 8: Service Vendor – A vendor that provides on-site services to market attendees (ex. – henna, face-painting).

LAST PRIORITY: Importer – A vendor that purchases goods manufactured and/or procured outside the U.S. (jewelry not permitted in this category). This category is considered a ‘last sell’ vendor type. Vendors in this category are invited in April, based on remaining space available, in an effort to maximize opportunity to other vendor types. Limited space available in this category (8 per market date).

2016 Vendor Mix Requirements

1. Vendor Mix (maximum allowed per week)
 - a. importers– 6
 - b. Jewelers – 12

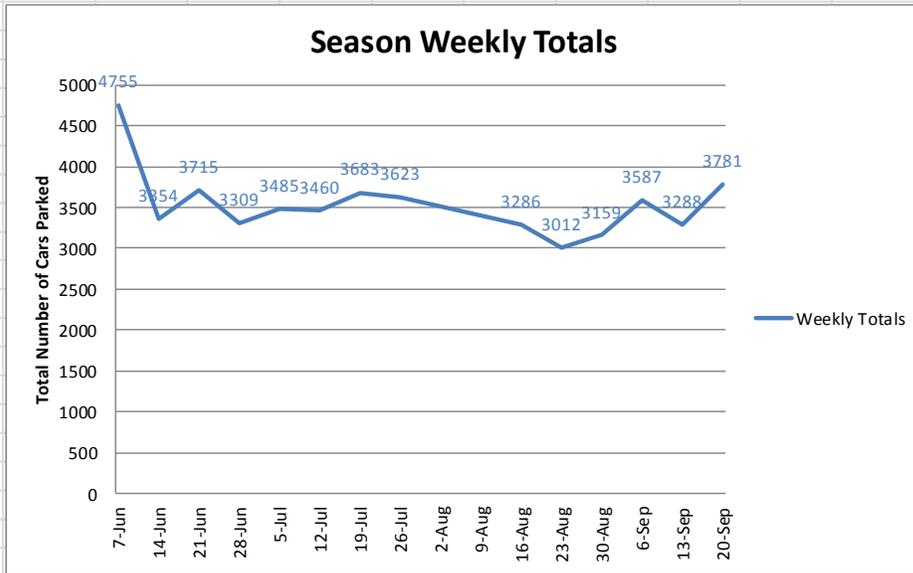
- c. Food Vendors & Snack Food Vendors – 12
- d. PSSM will include HPCA representative in jury of jewelry vendors.
- e. PSSM will coordinate three (3) market walk through with the HPCA and PCMC to identify possible conflicts or other issues with vendor mix.
- f. PSSM will provide to the City a list of vendor classification definitions along with preference criteria for vendor mix.

Exhibit B – 2015 & 2016 PSSM Parking Count Chart

2015

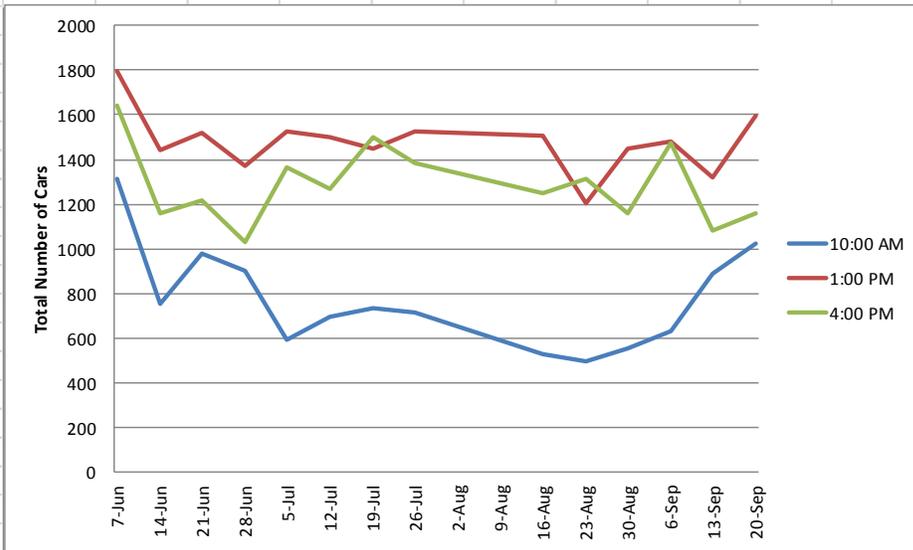
Total Counts

	7-Jun	14-Jun	21-Jun	28-Jun	5-Jul	12-Jul	19-Jul	26-Jul	16-Aug	23-Aug	30-Aug	6-Sep	13-Sep	20-Sep
Weekly Totals	4755	3354	3715	3309	3485	3460	3683	3623	3286	3012	3159	3587	3288	3781



Hourly Totals of Cars Parked

	7-Jun	14-Jun	21-Jun	28-Jun	5-Jul	12-Jul	19-Jul	26-Jul	16-Aug	23-Aug	30-Aug	6-Sep	13-Sep	20-Sep
10:00 AM	1316	753	980	905	593	694	734	714	528	495	553	632	889	1025
1:00 PM	1794	1441	1517	1374	1527	1499	1446	1524	1508	1202	1447	1481	1318	1595
4:00 PM	1645	1160	1218	1030	1365	1267	1503	1385	1250	1315	1159	1474	1081	1161



Side Note:

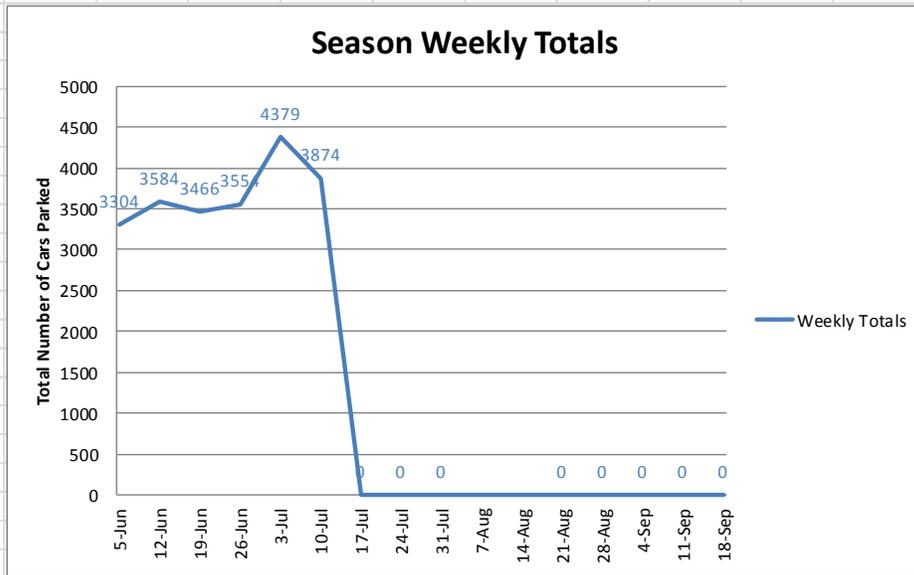
Sunday August 2nd Arts Festival
 Sunday August 9th Tour of Utah

2016

Total Counts

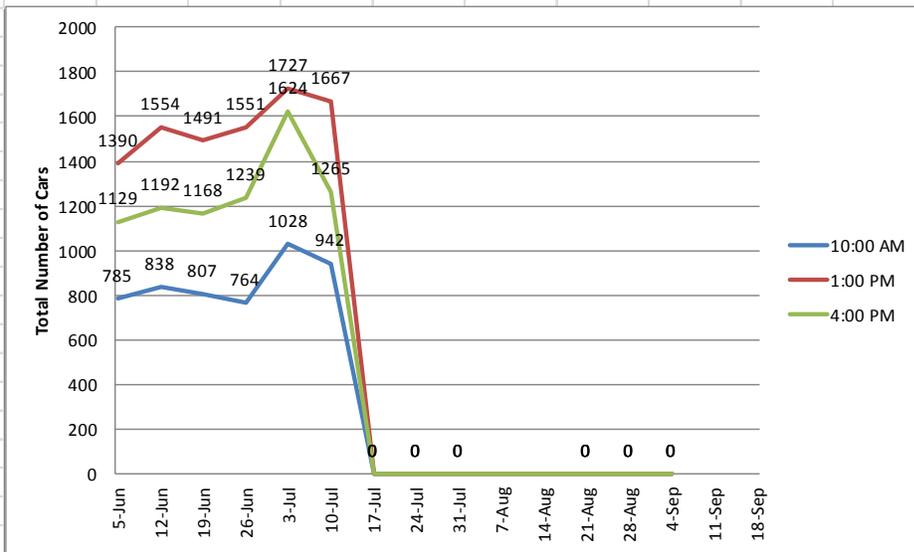
	5-Jun	12-Jun	19-Jun	26-Jun	3-Jul	10-Jul	17-Jul	24-Jul	31-Jul	21-Aug	28-Aug	4-Sep	11-Sep	18-Sep
Weekly Totals	3304	3584	3466	3554	4379	3874	0	0	0	0	0	0	0	0

Season Weekly Totals



Hourly Totals of Cars Parked

	5-Jun	12-Jun	19-Jun	26-Jun	3-Jul	10-Jul	17-Jul	24-Jul	31-Jul	21-Aug	28-Aug	4-Sep	11-Sep	18-Sep
10:00 AM	785	838	807	764	1028	942	0	0	0	0	0	0		
1:00 PM	1390	1554	1491	1551	1727	1667	0	0	0	0	0	0		
4:00 PM	1129	1192	1168	1239	1624	1265	0	0	0	0	0	0		



Side Note:

Sunday August 14th Arts Festival
 Sunday August 7th Tour of Utah



DATE: July 21, 2016

TO HONORABLE MAYOR AND COUNCIL

The existing garage encroachment agreement is for the owner of 1114 Park Avenue and would allow the existing garage to remain in its current location. The single car garage accessory structure encroaches onto Park City Municipal Corporation property Parcel No. SA-360-A-X.

Respectfully:

Matthew Cassel, City Engineer



City Council Staff Report

Subject: Existing Garage Encroachment Agreement
for the Benefit of 1114 Park Avenue

Author: Matthew Cassel, City Engineer

Date: July 21, 2016

Type of Item: Legislative

Summary Recommendations:

Staff recommends that City Council consider a request from the property owner of 1114 Park Avenue to enter into an encroachment agreement for their existing garage, which encroaches on City property, in a form approved by the City Attorney.

Executive Summary:

The existing garage encroachment agreement is for the owner of 1114 Park Avenue and would allow the existing garage to remain in its current location. The single car garage accessory structure encroaches onto Park City Municipal Corporation property Parcel No. SA-360-A-X.

Acronyms:

HIS – Historic Sites Inventory
ROW – Right-of-Way
SA – Snyder’s Addition

The Problem:

The single-car garage accessory structure is associated with the “Significant” site and is also considered historic (“Significant”) as it contributes to the historic context of the house and site as a whole. The Planning Department has determined that the garage structure cannot be moved onto the 1114 Park Avenue property.

Background:

- The site currently contains a house, which was constructed c.1901. The house is listed as “Significant” on the Historic Sites Inventory (HSI). A detached single-car garage accessory structure was added sometime after 1929. The single-car garage accessory structure is associated with the “Significant” site and is also considered historic (“Significant”) as it contributes to the historic context of the house and site as a whole.
- The Planning Department received an application on October 1, 2015 to combine three parcels into one (1) lot of record for 1114 Park Avenue.
- The existing garage structure encroaches onto City property (SA-360-A-X). Approximately 93 square feet of the garage is located on City property.
- The Planning Commission forwarded a positive recommendation to City Council on November 11, 2015 for the plat amendment.
- City Council approved the plat amendment on December 2, 2015. Condition of Approval #4 states “The historic single-car garage accessory structure cannot be

removed; therefore, the property owner must enter into an encroachment agreement with the City, as approved by City Council, for the encroachment into Park City Municipal Corporation Property prior to recordation of the plat”.

Alternatives:

A. Approve the Request:

This alternative would allow staff to process and complete the encroachment agreement with Joe Kelley (owner) of 1114 Park Avenue.

Pros – This is staff’s recommendation and it protects this accessory structure which contributes to the historic context of the house and the site.

Cons – Allowing the use of public property for private use.

B. Deny the Request:

This alternative would be to deny the request for the encroachment agreement.

Pros – No pros are apparent to staff with this alternative.

Cons – Condition of Approval #4 requires the encroachment agreement to be completed before the plat can be recorded. Joe Kelley (owner) would not be able to record his plat without the completed encroachment agreement. If Council denies the request, staff would need to determine an alternative solution.

Analysis:

Whenever a plat amendment application is received by the Planning Department, staff uses this opportunity to clean up any encroachments along the proposed property lines. In this case, the property had three encroachments:

- The existing fence on the east side of the property encroaches onto City property. The resolution for this fence encroachment is to remove the fence and rebuild on their property line,
- The existing fence on the north side of the property encroaches onto the neighbor’s property 1108 Park Avenue. This encroachment is being addressed through an encroachment agreement between the neighbors,
- This encroachment of the garage onto City property. The solution to this encroachment is to enter into an encroachment agreement with the owner so the garage’s historic designation is not impacted.

Addressing encroachments through encroachment agreements are important to staff for three reasons:

- The City acknowledges the encroachment,
- The owner acknowledges the encroachment, and
- The encroachment agreement provides specific conditions for the encroachment. Specifics conditions for this agreement would include:
 - if the site lost their historic designation, the agreement would go away and the garage would need to be moved onto their property, and
 - if the garage burned down, the encroachment agreement would be dissolved and they would not be allowed to re-build on City property.

The Planning and Engineering Staff supports an encroachment agreement for the existing garage at 1114 Park Avenue.

Department Review:

This report has been reviewed by City Manager, Legal and Planning Department. All concerns raised by these departments have been incorporated herein.

Funding Sources:

There are no funding impacts caused by granting an easement for the garage accessory structure at 1114 Park Avenue.

Recommendation:

Staff recommends that City Council consider a request from the property owner of 1114 Park Avenue to enter into an encroachment agreement for their existing garage, which encroaches on City property, in a form approved by the City Attorney.

Attachments: Exhibit of Draft Encroachment Agreement

When recorded please return to:
Park City Municipal Corporation
Attn: City Engineer
PO Box 1480
Park City UT 84060

ENCROACHMENT PERMIT
1114 Park Avenue

THIS AGREEMENT is made by and between PARK CITY MUNICIPAL CORPORATION (*City*) and _____ (*Owner(s)*) to set forth the terms and conditions under which the City will permit the Owner to build, maintain, and use certain improvements on City property with a Parcel No. SA-360-A-X located in Park City, Utah. Subject to the following terms and conditions of this agreement, Owner shall have the right to construct and maintain an existing garage the City's property.

1. This encroachment agreement shall be appurtenant to the following described property: Lot 1 of the 1114 Park Avenue subdivision.

This agreement is not transferable to other property, but is freely transferable with the title to this lot. The license and conditions as stated in the agreement, are binding on the successors in title or interest of Owner(s). **Owner(s) shall attach a current title report as part of this application. If doing business as an LLC proof must be provided that the signatory can sign for the LLC.**

2. The improvements permitted on City Parcel No. SA-360-A-X shall consist of a portion of an existing garage. Attach a scaled drawing, labeled as ATTACHMENT 'A', showing the improvements and the location of all related elements, on 8 ½ "x 11" or 11"x 17" paper. No modifications to the improvements may be made without prior written permission from Park City Municipal Corporation.

3. Loss of Historic Designation

4. Loss of garage.

5. No permanent right, title, or interest of any kind shall vest in the Owner(s) on the City's property by virtue of this agreement. The property interest hereby created is a revocable license, and not an easement or other perpetual interest. No interest shall be perfected under the doctrines of adverse possession, prescription, or other similar doctrines of law based on adverse use, as the use hereby permitted is entirely permissive in nature.

6. The Owner(s) or his/her successor shall maintain the improvements in a good state of repair at all times, and upon notice from the City, will repair any damaged, weakened, or failed sections. The Owner(s) agree(s) to hold the City harmless and indemnify the City for any and all claims which might arise from third parties, who are injured as a result of the Owner's use of the City's property for private purposes, or from the failure of the Owner's improvements.

7. This agreement shall be in effect until the license is revoked by the City. Revocation shall be effected by the City regarding a notice of revocation with the Summit County Recorder and sending notice to Owner or the Owner's successor.

DATED this _____ day of _____, 20__

PARK CITY MUNICIPAL CORPORATION

Matt Cassel, P.E.,
City Engineer

Attest: _____

Owner's Signature

Owner's Name (Printed)

Mailing Address

email address or phone number

STATE OF UTAH)

)
ss

COUNTY OF SUMMIT)

On the ___ day of _____, 20__, _____
_____ personally appeared before me _____ who, being first
duly sworn and upon oath, and in full recognition of the penalty for perjury in the State of Utah, did
acknowledged to me that she/he is the Owner(s) of the property or, if the Owner(s) is a Corporation, that
she/he is an authorized representative of the Corporation, and that she/he signed the foregoing instrument
on their behalf.

Notary Public



DATE: July 21, 2016

TO HONORABLE MAYOR AND COUNCIL

The city desires to have legal services and tasks performed requiring specialized skills and other supportive capabilities by a qualified public defender. He or she will provide legal defense to adults and juveniles charged with misdemeanors by the Park City Prosecutor, and who have been found eligible for appointment of legal counsel by the Summit County Justice Court or by the Third District Court, Park City Department. The public defender will be available in the courtroom at the Summit County Justice Center, 6300 North Silver Creek Road, Park City, Utah, on regularly scheduled Summit County Justice Center or Third District Court Park City Department sessions during the weekly arraignment calendar.

Respectfully:

Karen Anderson, Deputy City Recorder



City Council Staff Report

Subject: Public defender professional service provider contract
Author: Karen Anderson
Department: Executive
Date: July 11, 2016
Type of Item: Administrative – award of contract

Summary Recommendation

Consider to authorize the City Manager to enter into a two-year service provider agreement with Morrison & Morrison, LC, for public defender services in the amount of \$125.00 per hour, in a form approved by the City Attorney.

Executive Summary

The city desires to have legal services and tasks performed requiring specialized skills and other supportive capabilities by a qualified public defender. He or she will provide legal defense to adults and juveniles charged with misdemeanors by the Park City Prosecutor, and who have been found eligible for appointment of legal counsel by the Summit County Justice Court or by the Third District Court, Park City Department. The public defender will be available in the courtroom at the Summit County Justice Center, 6300 North Silver Creek Road, Park City, Utah, on regularly scheduled Summit County Justice Center or Third District Court Park City Department sessions during the weekly arraignment calendar.

Analysis

Scope of Services

Briefly, the scope of services outlined in the RFP includes the following:

- Provide legal defense to adults and juveniles charged with misdemeanors by the Park City Prosecutor
- Be appointed as the public defender only on those cases which are to be prosecuted by the Park City Prosecutor in the capacity as the Park City
- The City will contract out and arrange for any case for which Public Defender cannot represent indigent Defendants due to a conflict of interest. Public Defender is required to immediately inform City Attorney of any such conflict.
- The term of this agreement shall be for two years, with the City's sole option to renew for one additional year.

Proposal requirements

Briefly, the proposal requirements outlined in the RFP include the following:

- Applicant is a member in good standing of the Utah Bar and will maintain active membership in the bar throughout the term of the contract.

- Applicant is competent in the practice of criminal law, with a minimum of three to five years' experience as a criminal defense attorney.
- Attorney shall be available to meet clients in Park City or western Summit County outside of the weekly arraignment calendar and this information shall be made known to the clients served under this agreement.
- Attorney will maintain sufficient continuing professional education credits while serving as Public Defender to keep abreast of all current legal trends.
- While serving as public defender, applicant will be available and accessible to indigent clients reasonably in advance of any hearing or trial, make reasonable efforts to visit indigent defendants who are incarcerated in the Summit County jail, admitted to a hospital or otherwise confined, at the earliest moment possible, return phone calls as soon as reasonably possible or otherwise be reasonably accessible to all indigent defendants.
- Attorney will confer with clients, attend all matters before the court including scheduling conferences, all hearings and trials, and all other matters required to ensure adequate representation
- Attorney will maintain adequate and proper records of the representation for each assigned indigent defendant.
- Attorney will provide the Park City Council an annual report of the number and types of cases or matters handled, specifying the types and classes of offenses and any such other factors or statistical information as may be reasonably requested by the City that do not violate attorney-client privilege.

Submittals/Review/Selection

Three law firms submitted a formal proposal by the July 8th deadline. A three-person selection committee consisting of the following participants reviewed the proposals:

1. Matt Dias, Assistant City Manager
2. Karen Anderson, Deputy City Recorder and project manager
3. Katie Madsen, Deputy City Recorder

Selection of the law firm was based on the following criteria outlined in the (RFP):

1. Demonstrated experience and legal qualifications.
2. Ability and willingness of the applicant to fulfill all required duties.
3. Acceptance of the terms of Park City Municipal Corporation's Public Defender Agreement.
4. Positive recommendations from references who have worked with the firm in the past in various capacities as legal counsel.
5. Park City Municipal Corporation's knowledge of the firm's ability to perform needed services from having retained them as a public defender since 2008.

Fee proposal

Morrison & Morrison, LC, proposed the following fee: "Our firm proposes to represent indigent clients as the public defender in all facets of the judicial process, including initial

appearance through trial. We bid this contract for either \$125 per hour or a flat rate to be mutually agreed upon.”

After reviewing the proposal, the selection committee agreed that Morrison & Morrison, LC, was well qualified to provide the required legal services.

Alternatives

- A. Approve the request, and authorize the City Manager to execute the service provider agreement (attached)**
- B. Modify the request. Council could choose to modify the agreement, which would delay the scheduled terms of the agreement.
- C. Deny the request. Council may disagree with Staff’s recommended choice as public defender.
- D. Continue the item. Council may wish to look at other firms or take a closer look at the qualifications of Staff’s chosen firm.
- E. Do Nothing: Same effect as continuance.

Consequences of not taking the recommended action:

If Council chooses to deny the contract award, the impact on individuals in the community who are in need of public defender services will significant.

Staff Recommendation:

Staff recommends Council authorize the City Manager to enter into a two-year service provider agreement with Morrison & Morrison, LC, for public defender services in an amount not to exceed \$125.00 per hour in a form approved by the City Attorney.

Department Review

Executive department

Attachment

Public defender contract agreement

PARK CITY MUNICIPAL CORPORATION SERVICE AGREEMENT
PROVIDER/PROFESSION SERVICE AGREEMENT FOR PUBLIC
DEFENDER SERVICES

THIS AGREEMENT is made and entered into in duplicate this ____ day of June, 2016, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, (“City”), and _____, hereinafter referred to as “Attorney”.

WITNESSETH:

WHEREAS, pursuant to Utah Code Ann. §77-32-101 et. seq. (1953 as amended), the City is obligated to provide for the defense of an indigent adult and juvenile in criminal cases and eligible for appointment of counsel by the Justice and District Courts in the Third District Court, Park City Department, Park City, Utah; and

WHEREAS, the City may fulfill the statutory obligation through the appointment of qualified legal counsel who may provide the indigent legal services required by Utah Code Ann. §77-32-301 and §77-32-304; and

WHEREAS, sufficient City resources are not available to provide such legal services; and

WHEREAS, Attorney is a qualified and competent attorney, licensed to practice law in the State of Utah and is willing to enter into this agreement with the City and is willing and desirous to perform the necessary legal services for indigent defendants;

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES.

A. REPRESENTATION

- i. Utah Code Ann. §77-32-301 requires Municipalities “[t]o provide counsel for each indigent who faces the substantial probability of the deprivation of the indigent’s liberty.”
- ii. Pursuant to statutory directive, Attorney shall provide competent legal counsel in criminal matters for persons charged with criminal acts in the Justice or District Courts of Summit County (hereinafter “indigent defendant(s)”) except as specifically excluded by Section 13 below. These criminal matters may only include those matters which the Justice Court has jurisdiction pursuant to UCA 78A-7-106 or appeals therefrom.

- lii. Attorney shall cooperate with the courts to obtain an affidavit from the individual defendant averring his/her inability to pay for private counsel. The affidavit shall comply with the requirements of Utah Code Ann. §77-32-202. Attorney agrees not to act in a case until the court has issued its order of appointment. Attorney further agrees to promptly notify the court of any changes with regard to the indigent status of a defendant, which changes would affect the qualifying of the defendant for court-appointed counsel. Attorney also agrees to assist the courts and the City Attorney's Office in providing information necessary to recover costs pursuant to Utah Code Ann. §77-32-202(6).

B. QUALIFICATIONS

- i. By his/her signature below, Attorney certifies that he is a member in good standing of the Utah Bar and that he is competent in the criminal practice of law. Attorney further certifies that he shall, at all times during the period of this contract, maintain his/her status as a member in good standing of the Utah Bar.
- ii. In the event that Attorney fails to maintain Utah State Bar membership, this Agreement will be rendered null and void, and no further payment under this Agreement will be made to Attorney unless and until he or she has remedied any defect in the licensure.
- iii. Attorney certifies that he is a citizen of the United States or permanent resident alien.
- iv. Attorney shall be available to meet clients in Park City or Western Summit County outside of the weekly arraignment calendar and this information shall be made known to the clients served under this agreement.
- v. In the event of any change of address, on-going conflict of interest, conflicting litigation or inability to practice law, the Attorney shall promptly notify the City in writing of such change of status.
- vi. Attorney shall keep abreast of all current legal trends and to that end shall maintain sufficient continuing professional education credits during the period of this agreement.

C. BASE DUTIES OF ATTORNEY

In exchange for the base compensation described in Section 3 below, Attorney agrees to provide the following base duties in his/her representation of indigent defendants:

- i. Attorney will provide legal defense to adults and juveniles charged with misdemeanors by the Park City Prosecutor, and who have been found eligible for appointment of legal counsel by the Summit County Justice Court or by the Third District Court, Park City Department. The Public Defender agrees to be available in the courtroom at the Summit County Justice Center, 6300 N. Silver Creek Road, Park City, Utah, on regularly scheduled Summit County Justice Center or Third District Court Park City Department sessions during the weekly arraignment calendar.
- ii. Attorney will be appointed as the Public Defender only on those cases which are to be prosecuted by the Park City Prosecutor in the capacity as the Park City Prosecutor.
- iii. The City will contract out and arrange for any case for which Attorney cannot represent indigent Defendants due to a conflict of interest. Attorney is required to immediately inform the Court and the City Attorney of any such conflict.
- iv. Pursuant to Utah Code Ann. §77-32-301, Attorney shall, subject to the exclusions of Section 13 below, provide competent and timely representation and counsel for each indigent defendant who has been charged by the City Attorney's Office with violations of Utah law or City Ordinances in proceedings before the Justice or District Courts of Summit County and who faces the substantial probability of the deprivation of liberty as outlined in Section A above.
- v. It is understood and agreed that accessibility to indigent defendants is an integral consideration in the making of this agreement and therefore the Attorney agrees to be available and accessible to indigent clients reasonably in advance of any hearing or trial. Attorney also agrees to make reasonable efforts to visit indigent defendants who are incarcerated in the Summit County Jail or other jail, admitted to a hospital or otherwise confined at the earliest possible moment; to return telephone calls as soon as reasonably possible and to otherwise be reasonably accessible to all indigent defendants.
- vi. Attorney shall, subject to the exclusions of Section 13 below, provide legal representation to indigent defendants in all matters involving criminal charges and for which the City is obligated by statute to provide legal services. The representation shall include conferring with clients, attending all matters before the court including scheduling conferences, all hearings and trials, and all other matters required to ensure adequate representation including, but not limited to probation revocation hearings and restitution hearings.

- vii. In the event of a scheduling conflict, Attorney must make his/her best effort to ensure that the representation under this contract is the first priority in scheduling. In the event Attorney requires that a matter assigned to him be temporarily reassigned on the basis of a scheduling conflict, the Attorney shall use only those attorneys on the approved conflict counsel list.
- viii. Attorney is responsible to always appear for his/her assigned indigent defendants on cases subject to this Agreement whenever and wherever Court is held on their cases, including when those appearances are in District Court.
- ix. Representation of indigent defendants shall be up to and including the filing of the first notice of appeal (see Section 1.D below).

D. APPEAL

In addition to the base legal services described in Section 1.C above, Attorney shall, if appropriate, file a notice of appeal to the Summit County District Court, Third Judicial District within thirty (30) days of a conviction or final judgment against client upon consultation with and direction of his/her client based on a good faith belief the claims, defenses, or other legal contentions are warranted by existing law, or by a non-frivolous argument for the extension, modification or reversal of existing law or the establishment of new law and shall be responsible for handling such appeal.

2. **TERM.**

The term of this Agreement shall commence July 1, 2016 and shall terminate on June 30, 2018. This contract may be renewed for an additional one (1) year term, not to exceed June 30, 2019, upon written agreement by both parties.

3. **COMPENSATION AND METHOD OF PAYMENT.**

- A. Payments for services provided hereunder shall be made monthly following the performance of such services.
- B. In exchange for the services rendered in Section 1.C(Base Duties), City shall pay to Attorney the sum of XX (\$) dollars hourly.
- C. It is specifically understood that Attorney will accept no other payment for work provided under this agreement, other than that compensation provided in the agreement under this Section. In the event a court orders repayment from any defendant for attorney fees and costs, all such repayment shall belong to the City.

- D. Upon a showing of critical need, Attorney may request additional funding for extraordinary unforeseen expenses which may arise during the term of this agreement. A critical need for extraordinary unforeseen expenses shall be construed in favor of the accused and shall be determined weighing the nature, scope and materiality of the need in light of City resources and the City's constitutional duty to provide adequate defense resources for each indigent who faces the substantial probability of the deprivation of the indigent's liberty. Any additional funding must be agreed to by both parties in writing.
- E. The Attorney shall submit to the City Attorney or his/her designee on forms approved by the City Attorney, a monthly invoice for services rendered during each month of the term of service. The monthly invoice shall include an itemization of Public Defender cases/case numbers, court date, accounting of time for court appearance and preparation, and any reimbursable out-of-pocket expenses. Invoices shall be submitted to: Park City Municipal Corporation, City Attorney, P.O.Box1480, Park City, Utah 84060.
- F. It is agreed between the parties that the City will bear the reasonable and necessary cost of investigators, laboratory costs, transcripts and defense witness fees, including expert witnesses called on behalf of indigent clients. Further, the City will bear the reasonable travel costs of Attorney, if any is required outside of Summit County in conjunction with their representation. It is agreed by the parties that prior to Attorney incurring expert witness fees on behalf of a client, the amount of the fee and the expert used will be approved by the court having jurisdiction of the case. The Attorney hereby agrees to use his/her best efforts to minimize the cost and expenses and shall make application for the approval of expenses in the form of a written motion the trial judge, specifying the reasons for the expense. Payment for any expense incurred by the Attorney and not previously approved by the Court or in excess of that approved by the Court, shall be the sole responsibility of the Attorney.
- G. Except as provided herein, Attorney will bear all other expenses in providing the services contemplated herein, including, but not limited to, transportation, telephone, postage, copying and secretarial costs.

4. RECORDS AND INSPECTIONS.

- A. Attorney agrees to maintain adequate and proper records of the representation for each assigned indigent defendant.
- B. Attorney agrees to provide to the Park City Council ("City Council") or its designee, an annual report of the number and types of cases or matters handled specifying the types and classes of offenses, courts, particular clients, non-jury trials, jury trials, hearings other than trials, plea-negotiated settlements and/or

such other factors or statistical information as may be reasonably requested by the City that do not violate attorney client privilege..

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

It is understood by the parties that the Attorney is an independent contractor and not an agent, representative, or employee of the City nor is this contract intended to create such a relationship. It is further understood by the parties that all compensation provided hereunder shall not include deductions for FICA, Federal and State income tax and shall not include retirement benefits, health benefits, holiday pay leave or any other fringe benefit of the City

6. INSURANCE AND HOLD HARMLESS INDEMNIFICATION.

Attorney shall, during the period of this Agreement, maintain professional malpractice insurance with at a minimum, limits of \$1,000,000.00 per person and an aggregate of \$1,000,000.00 per occurrence and provide to the City, evidence of the insurance. Additionally, Attorney agrees to hold the City harmless from all damages, loss or injury it may suffer or be held liable for as a result of the conduct of Attorney or as a result of this Agreement.

7. COMPLIANCE WITH LAWS.

- A. Attorney Agrees to abide by all federal state and local laws, to abide by the Canons of Ethics adopted by the Utah Bar Association and to be bound by the Rules of Civility adopted by the Utah Supreme Court.
- B. Attorney agrees that he is not currently, nor shall be, party to any litigation which would place his/her licensing or standing with the Utah Bar in jeopardy.
- C. Dissemination of criminal histories: In lieu of separately requesting and signing for individual defendant(s) discovery reports and criminal histories, Attorney will sign an annual acknowledgement receiving criminal histories for all Defendants being represented by him as Public Defender.

Attorney agrees to securely maintain criminal histories that have been provided by the City Attorney's Office to the Public Defender with the highest possible degree of confidentiality pursuant to Utah Bureau of Criminal Identification regulations and immediately report any lost files to the City Attorney's Office. Any dissemination to unauthorized persons or agencies may result in both civil and criminal liability.

8. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. Attorney assures that he will comply with the Americans with Disabilities Act (ADA), and Title VI of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, sex, sexual orientation, marital status, disability, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this agreement.

9 ASSIGNABILITY OF AGREEMENT.

This agreement is personal in nature and is not assignable to any person not a party to the agreement without the express written consent of the City.

10. CHANGES.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

11. NON-FUNDING CLAUSE

It is understood by the parties that as a governmental entity, the City funding for this agreement is subject to the funds being appropriated by the City Council. In the event no funds or insufficient funds are appropriated and budgeted in the fiscal year(s) of this agreement, this agreement shall terminate and become null and void on the last day of the fiscal year for which funds were budgeted and appropriated, or in the event of a reduction in appropriations, on the last day before the reduction becomes effective. Said termination shall not be construed as a breach or default under this agreement and said termination shall be without penalty, additional payments, or other expense to the City of any kind whatsoever, and no right of action for damages or other relief shall accrue to the benefit of Attorney.

12. PROHIBITED INTEREST.

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

13. CONFLICTS OF INTEREST.

- A. Attorney agrees to use his/her best efforts to avoid any conflicts of interest which would divide loyalty of defense counsel to the client. The parties recognize,

however, that certain cases may arise where conflicts are of sufficient magnitude that Attorney cannot represent the indigent defendant.

- B. In the event of a conflict of interest or other permanent reassignment, Attorney shall first give notice to the Court in writing of the need and/or purpose of reassignment with a copy to the City Attorney, and must use only those attorneys on the approved conflict counsel list of the City for reassignment.
- C. In the event Attorney is disqualified from representing an indigent defendant after appointment, for any reason involving the misconduct of the Attorney or the filing of litigation in which Attorney is a party by any or all of the courts in which services are provided under this agreement or by the Utah State Bar, then Attorney shall be responsible for costs incurred by the City in provided substitute counsel for indigent defendants.

13. TERMINATION.

This agreement may be terminated upon the following events:

- A. Breach. In the event that either party hereto shall deem the other to be in breach of any provision hereof, the party claiming the existence of the breach on the other's part shall notify the other in writing of such breach. The breaching party shall have fifteen (15) days in which to commence all actions reasonably necessary to cure the breach. In the event the actions reasonably necessary to cure the breach are not commenced in a timely manner, the complaining party may terminate this agreement.
- B. Voluntary Termination. Either party may terminate this agreement upon the delivery of written notice to the other party ninety (90) days prior to the termination.
- C. In the event any disciplinary action is taken by the Utah State Bar against the Attorney, this contract may be immediately terminated without notice.

14. TRANSITION

In the event this agreement is terminated under the provisions of Section 13 above or is not renewed under the provisions of Section 2 above:

- A. Attorney agrees to complete those existing cases where it is not feasible for Attorney to withdraw. Compensation for such cases shall be under the then prevailing hourly rate being paid to attorneys who handle conflict-of interest cases.
- B. The Attorney agrees to cooperate with his/her successors including the filing of all necessary pleadings for withdrawal and to deliver all applicable files, information and materials to the successor.

C. In the event the Attorney is not permitted to withdraw from the representation in any matter by the court, the City agrees to compensate the Attorney for base services under Section 3 above, at the prevailing hourly rate being paid to attorneys who handle conflict-of-interest cases stated in this agreement.

15. PRIVATE PRACTICE.

Nothing in this agreement shall prohibit Attorney from representing private clients so long as the representation of private clients does not interfere with or create a conflict of interest in the representation of indigent defendants.

16. POLITICAL ACTIVITIES

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

17. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

18. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

19. JURISDICTION AND VENUE.

- A. This Agreement has been and shall be construed as having been made and delivered within the state of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the state of Utah, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

20. SEVERABILITY.

- A. 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.

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

21. ENTIRE AGREEMENT.

The parties agree that this Agreement constitutes their entire Agreement and any changes or modifications must be agreed to in writing by both parties and approved by the City Council in a public meeting.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

PARK CITY MUNICIPAL CORPORATION
445 Marsac Avenue
Post Office Box 1480
Park City, UT 84060-1480

Diane Foster, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

ATTORNEY NAME

Address:

Address:

City, State, Zip:

Signature

Printed name

Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _____, 20__, personally appeared before me _____, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the _____ (*title or office*) of _____ Corporation by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (*title*) for _____, a _____ corporation.

Notary Public



DATE: July 21, 2016

TO HONORABLE MAYOR AND COUNCIL

Park City Municipal Corporation is seeking a consultant or consulting firm to provide services to represent City Officials and policy, as well as secure federal funding for Park City in order to continue to enhance water and waste water resources, housing, transportation, and land preservation. In addition, the service includes extensive legislative tracking and other lobbying efforts.

Respectfully:

Michelle Kellogg, City Recorder



City Council Staff Report

Subject: Federal Legislative Consulting Agreement
Author: Katie Madsen, Executive Assistant
Department: Executive
Date: July 21, 2016
Type of Item: Administrative – Consulting Services Agreement

Summary Recommendation

Authorize the City Manager to enter into a three-year term, with indefinite, one-year optional renewals, subject to City discretion and approval for a base amount of \$97,748 (\$92,748 plus a \$5,000 annual expense retainer) with James C. Barker, PC. Additional hours, over 30 per month, are subject to prior approval by the City Manager and will bill at a rate of \$349 per hour.

Executive Summary

Park City Municipal Corporation is seeking a consultant or consulting firm to provide services to represent City Officials and policy, as well as secure federal funding for Park City in order to continue to enhance water and waste water resources, housing, transportation, and land preservation. In addition, the service includes extensive legislative tracking and other lobbying efforts.

The Problem

Given the complexities of the Federal processes and the frequent necessity to communicate Park City's interests with members of Congress and the Federal administration, staff believes our interests in Washington continue to need hands-on management and expertise.

Background

The City has been contracting for the services of a consulting for Federal funding since 2001. During that time, the City has secured approximately \$30,000,000 in Federal funding, acquired the federally owned Gambel Oak and White Acre parcels, resolved the Air Force Hotel project, and has had a wide variety of positive interactions with Congressional delegates and associated staff.

Alternatives for City Council to Consider

- 1. Recommended Alternative:** Authorize the City Manager to enter into a Professional Services Agreement with James C. Barker, P.C., in a form approved by the City Attorney.

Pros

- a. Barker will ensure Park City's interests are communicated to members of Congress and the federal administration in Washington DC.

- b. Having Barker represent Park City in Washington will help Council accomplish its Critical Priorities by encouraging legislation and procuring funding that pertains to attainable and affordable housing, traffic congestion reduction, and energy conservation.

Consequences of Selecting This Alternative

James Barker's contract will be renewed and Park City will continue to have his representation in Washington DC.

Consequences of Not Selecting This Alternative

This is hard to assess as we may or may not receive Federal funding with or without the help of strong and savvy representation in Washington, D.C., nor would we have easy access at the highest levels of our own delegation and the executive branch.

- 2. **Null Alternative:** The current Professional Services Agreement with James C. Barker, P.C., will expire and the City will not have representation in Washington, unless the existing contract was temporarily extended.
- 3. **Deny:** Council could deny the request and ask staff to perform another selection process.
- 4. **Modify:** Council could provide direction to staff to modify the Agreement.
- 5. **Continue the Item:** Council could continue the item for further discussion.

Department Review

Executive Department

Funding Source

The costs of James C. Barker, P.C. services are estimated to be \$97,748.00 annually. There are sufficient funds in the City Manager's Consulting budget, Water Fund and Transportation Fund for this contract.



DATE: July 21, 2016

TO HONORABLE MAYOR AND COUNCIL

The Park City Police Department requests a ceremonial swearing in by the Mayor and Council for a Sergeant and two Police Officers.

Thank you for your consideration.

Respectfully:

Michelle Kellogg, City Recorder

OATH OF OFFICE

STATE OF UTAH)

SS.

COUNTY OF SUMMIT)

I, Rob McKinney, do solemnly swear that I will support, obey, and defend the Constitution of the United States, the Constitution of the State of Utah, and the laws of Park City Utah, and that I will discharge the duties of the office of Sergeant with good faith and fidelity.

Rob McKinney - Sergeant

Subscribed and sworn to before me this 21st day of July, 2016.

Michelle Kellogg, City Recorder

OATH OF OFFICE

STATE OF UTAH)

SS.

COUNTY OF SUMMIT)

I, Kacey Comer, do solemnly swear that I will support, obey, and defend the Constitution of the United States, the Constitution of the State of Utah, and the laws of Park City Utah, and that I will discharge the duties of the office of Police Officer with good faith and fidelity.

Kacey Comer – Police Officer

Subscribed and sworn to before me this 21st day of July, 2016.

Michelle Kellogg, City Recorder

OATH OF OFFICE

STATE OF UTAH)

SS.

COUNTY OF SUMMIT)

I, Franco Libertini, do solemnly swear that I will support, obey, and defend the Constitution of the United States, the Constitution of the State of Utah, and the laws of Park City Utah, and that I will discharge the duties of the office of Police Officer with good faith and fidelity.

Franco Libertini – Police Officer

Subscribed and sworn to before me this 21st day of July, 2016.

Michelle Kellogg, City Recorder



DATE: July 21, 2016

TO HONORABLE MAYOR AND COUNCIL

The State Room Presents Concert Series will be hosted by Deer Valley Resort on Saturday, August 13th (presenting Brandi Carlile with Blind Pilot) and on Friday, August 19 (presenting the Steve Miller Band). Each concert is predicted to attract between 4,000 - 5,000 spectators. Level Three Special Events require approval from City Council due to possible impacts on the community related to size, transportation and traffic, parking, and security.

Respectfully:

Jennifer Diersen,



City Council Staff Report

Subject: Level Three Special Event Permit Approval for the State Room Presents Concert Series
Author: Jenny Diersen, Special Events Coordinator
Department: Special Events
Date: Thursday, July 21, 2016
Type of Item: Administrative

Summary Recommendation

Review the [Level Three Special Event Permit](#), conduct a public hearing, and approve the permit for the State Room Presents Concert Series, as conditioned, on the following dates: Saturday, August 13 and Friday, August 19, 2016.

Executive Summary

The State Room Presents Concert Series will be hosted by Deer Valley Resort on Saturday, August 13th (presenting Brandi Carlile with Blind Pilot) and on Friday, August 19 (presenting the Steve Miller Band). Each concert is predicted to attract between 4,000 – 5,000 spectators. Level Three Special Events require approval from City Council due to possible impacts on the community related to size, transportation and traffic, parking, and security.

Acronyms

HPCA – Historic Park City Alliance
SEAC- Special Events Advisory Committee

The Problem and Opportunity

The Special Events Department continues to work to both facilitate events and mitigate impacts stemming from events. Discussions have centered on balancing between positive economic and cultural outcomes and community impacts such as traffic, neighborhood circulation and access to recreational amenities. As City Council considers approving this Special Event, it is important to consider how the event will impact:

- Traffic and Transportation;
- Public Safety;
- Resident quality of life;
- Local Business Opportunity.

Background

The State Room Presents Concert Series is a new Level Three Special Event and Deer Valley serves as the host venue. This event will be held on Saturday, August 13 and Friday, August 19. This event is coming before City Council with less than a month's notice, as staff has just been able to confirm security and transportation coordination.

In past years, other Level Three Special Event Permits have been granted Deer Valley's Snow Park Amphitheatre including St. Regis Big Stars Bright Nights Concert Series, Deer Valley

Music Festival. Deer Valley continues to work with the City and applicant of all events at their venue to ensure mitigations are properly met.

Analysis

City Council has the authority to approve events of this size and scope, based on the applicant’s ability to mitigate possible impacts on the community related to size of the event, transportation and traffic, parking, and security. The applicant has been working to ensure that the community, residents and businesses are made aware of the events and are working to mitigate public impacts that the events will cause.

The Applicant, Chris Mautz, Owner of First Tracks Entertainment has been working with City Staff, Deer Valley and applicable departments to address all event concerns. The applicant demonstrates the ability and willingness to conduct the event pursuant to the terms and conditions, which are attached as Exhibit C.

Coinciding Events

The State Room Presents Concert Series does share dates with the Arts Festival. Historically, during Arts Festival weekend, concerts have been programmed each night at Deer Valley (Friday through Sunday). Due to the change of dates for the Arts Festival this year to the second weekend in August, the State Room Presents Concert Series is the only concert during Arts Festival. City Departments including Special Events, Police, Transportation and Streets find that the applicant’s plan will mitigate traffic, transportation, and parking and security concerns in coordination with already approved events.

There are several other Special Events already approved for the dates that are being requested for the State Room Presents Concert Series:

DATE	EVENT	A – Geographic Separation	B - Proposed Time & Duration	C – Anticipated Attendance
Saturday, August 13 & Friday, August 19, 2016	State Room Presents Concert Series	Deer Valley Resort	7:00 p.m. to 10:00 p.m.	3,000 to 5,000
Saturday, August 13, 2016	Arts Festival	Main Street	9:00 a.m. to 8:00 p.m.	20,000
Saturday, August 13, 2016	Park City Trail Series	Quinn's Junction	8:00 a.m. to 12:00 p.m.	400

Transportation & Traffic

The applicant and staff have finalized a traffic mitigation plan for the event. The applicant is aware of traffic concerns with the event with regard to crowd size and already approved events, specifically on the Saturday evening of Arts Festival. The applicant has worked with the Park City Police Department and Transportation Planning Department, as well as the Special Events team to formalize traffic and barricade plans for both dates.

In coordination with already approved transportation plans for the Arts Festival, the goal of the transportation plan is to ensure traffic egress of the Arts Festival from Main Street can continue as traffic ingress for the concert begins for the State Room Presents Concert Series.

Bus Only Lane will remain up on Deer Valley Drive until 8:00 p.m. encouraging attendees of the concert to take transit to Deer Valley. If driving the bus lane will require them to choose the correct traffic lane to continue in the traffic circle as they head towards Deer Valley.

Staff believes transportation and parking plans on August 19th do not require a bus lane and are less of concern as there are no other approved special events during this time.

Staff finds there is ample parking available for the State Room Presents Concert Series at Deer Valley Resort parking areas. Additionally the City has worked with Deer Valley to help install barricades on along south side of Deer Valley Drive near the venue to prevent street parking to ensure both bus and vehicle transportation continue. The applicant will work with staff at the City and Deer Valley to monitor traffic patterns throughout both the ingress and egress of the event and minor changes as needed. Additionally, the applicant will continue to encourage attendees to bus, bike, walk and carpool to the event.

Crowd Control and Public Safety

The applicant will utilize staff and volunteers to assist with various tasks during the events. The applicant is expecting crowds of 4,000 to 5,000 for each concert and is working on a finalized plan for crowd control in coordination with Deer Valley's staff. The applicant is also working with the Park City Police Department as well as the Special Events Department regarding security and crowd control. Four officers will be required at each event with anticipated attendance numbers.

Community Engagement and Resident quality of life/Local Business Opportunity

The applicant has been working to notify and address concerns residents and businesses may have regarding the event. The applicant is working to ensure residents and businesses are made aware of public impacts of the event, as well as working to mitigate the impacts of the event. The targeted notification areas include Old Town, Deer Valley Residential Neighborhoods, Deer Valley Resort and Main Street Businesses including the HPCA. In addition the applicant will work with local media outlets including KPCW and the Park Record to inform the community of impact mitigation solutions for parking and transportation for the event.

Staff believes this event will not reduce or compromise local resident quality of life. There are traditionally large concerts at Deer Valley on this weekend, which add to the cultural offering of

the weekend for the community as well as visitors and second homeowners to enjoy. Additionally, with Main Street and Swede Alley access restricted due to the Arts Festival, this event will enable other restaurants and small businesses in the area access to the attendees coming to the event.

Weather

The applicant has submitted a weather conditions plan and has worked to ensure the safety of spectators, participants, visitors as well as the general public. The applicant understands that Park City Special Events, Police, Fire, Building Official/Fire Marshal and Emergency Management have the right to cancel the proposed Level 3 Special Event due to hazardous weather conditions.

The applicant has decided not to choose a weather date for the State Room Presents Concert Series. Should either of the events be cancelled or postponed, the applicant will use the community notification through KPCW and social media to notify attendees and the community of such cancellation.

Department Review

Special Events, Economic Development, Public Safety, Transportation Planning, Streets, Building, Parking Services, Parks, Budget, Finance, Executive and Legal Departments have reviewed this report.

SEAC has continues to review the Special Events Calendar and is aware of the approaching event.

All departments continue to work with the event applicant.

Funding Source

The Applicant has been given a fee estimate for City Services including Public Safety, Building Department and Special Event Application Fee. At this time, no funding is needed for this event as staff does not anticipate the applicant to request fee reduction.

Police Services	\$1,500.00
Building Permits	\$500.00
Application Fee	<u>\$180.00</u>
Total Estimated City Services	\$2,180.00

Alternatives for City Council to Consider

1. Recommendation:

Approve the Level Three Special Event Permit allowing the State Room Presents Concert Series for, as conditioned, on the following dates: Saturday, August 13 and Friday, August 19, 2016.

Pros

a. This event adds to a diverse event calendar, which allows for both economic and cultural opportunities, as well as helps create a world class, multi-seasonal destination.

Cons

a. There are other events scheduled during the proposed dates, which will create additional traffic, transportation and public safety impacts to an already busy weekend.

2. Null Alternative

City Council could review and ask to continue the discussion in order to receive additional information and could ask that additional mitigations are implemented in order to proceed with approval.

Cons:

a. Additional mitigations may increase the amount of Staff time, resources and fees associated with the event.

3. Denial of Approval Alternative

City Council could deny the approval of the event. The event would be cancelled and City Council could request additional information in order to proceed with approval.

Cons:

a. Denying the event would cause serious implications to the State Room Presents Concert Series overall, as it is a month out from beginning and Deer Valley has been selected as the venue for the event.

Attachments

Exhibit A The State Room Presents Concert Series Event Application

Exhibit B The State Room Presents Concert Series 2016 Site Plan

Exhibit C The State Room Presents Concert Series Findings of the Fact & Conditions of Approval



Park City Municipal Corporation

City Hall, Third Floor
445 Marsac Avenue
P.O. Box 1478
Park City, Utah 84060
specialevents@parkcity.org

Print **Submit**

Special Event Permit Application

You must save the PDF first, then open from computer, complete and submit.

APPLICATIONS DO NOT CONSTITUTE AS A PERMIT.

PERMITS ARE APPROVED BY THE SPECIAL EVENTS DEPARTMENT OR CITY COUNCIL IN WRITING AFTER COMPLETE APPLICATIONS ARE REVIEWED UNDER PARK CITY MUNICIPAL CODE 4-8.

Applications for Special Event Permits are due no later than 90 days (Level 3), 60 days (Level 2), or 30 days (Level 1) prior to an event. Incomplete applications cannot be reviewed. Applications submitted after the deadlines as described above may be denied. More information can be found at www.parkcity.org or by contacting specialevents@parkcity.org.

IF YOU HAVE QUESTIONS, OR WOULD LIKE TO SCHEDULE A MEETING BEFORE SUBMITTING YOUR APPLICATION, PLEASE CONTACT:

Tommy Youngblood tommy.youngblood@parkcity.org 435.615.5187 Jenny Diersen jenny.diersen@parkcity.org 435.615.5188

APPLICATION FEES & EXPENSES

Level Three Special Event Permit \$160.00
Level Two Special Event Permit \$80.00
Level One Special Event Permit \$40.00

- Application Levels are determined by the Special Events Department after reviewing complete applications.
- Additional fees for other City Services will be estimated and provided to the applicant upon receipt of a complete application.
- Applicants may incur additional expenses from other City, County or State jurisdictions.
- Fee Reductions for some City Services are considered bi-annually. Fee Reduction Applications are due on:
 - **April 1**, for events July 1 – December 31; and **October 1**, for events January 1 – June 30.

AS THE APPLICANT YOU UNDERSTAND & AGREE TO THE FOLLOWING: (Check all that you understand and agree to)

- To insure prompt and accurate processing of your application, ensure that ALL support materials and documentation accompany your application. Failure to do so will constitute an incomplete application and may delay review and approval processes. I understand a complete application shall include this application completed, with traffic and transportation plan, contingency plan – including operations plan, emergency plan, weather conditions and residential and notification outreach plan; site plan and permission of use for properties.
- Park City Municipal Corporation requires a certificate of insurance in an amount to be determined by the City Attorney's Office. Submitting incomplete application information may delay the ability to determine the amount required. The amount of insurance required by the City Attorney's office is final and the applicant shall be required to submit proof of coverage including naming Park City Municipal Corporation, 445 Marsac, P.O. Box 1480, Park City, Utah 84060 as additionally insured prior to the start of any event activity.
- After the application is evaluated, the applicant will be responsible for providing proof that I have obtained other permits as necessary from City, County or State agencies, as well as the application fee amount based on the Level of event.
- I understand that as the applicant, I will assume and reimburse the City for any and all costs and expenses determined by Park City Municipal Corporation. Park City Municipal Corporation may require a deposit to cover such expenses. I may incur costs from other departments or other jurisdictional agencies. I understand I can request an estimate of City Services for the event upon submitting a complete application, and that should I choose to, I can request a reduction of fees for some services as pertains to Park City Municipal code 4-8-9 through the bi-annual fee reduction application and process.
- I understand I am able to request a meeting with the Special Events Department prior to submitting an application and that this application does not constitute as a valid permit. I understand that permits are approved by the Special Events Department or City Council in writing after complete applications are reviewed under Park City Municipal Code 4-8.

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

NAME OF EVENT: The State Room Presents Concert Series

FIRST TIME EVENT:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	ANNUAL EVENT:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	IF ANNUAL, HOW MANY YEARS:	
ANNUAL EVENT THAT WILL BE THE SAME AS LAST YEAR:						<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
ANNUAL EVENT THAT WILL HAVE CHANGES FROM LAST YEAR:						<input type="checkbox"/> Yes	<input type="checkbox"/> No

NAME OF APPLICANT (FIRST & LAST): Chris Mautz

TITLE / POSITION: Owner

BUSINESS / ORGANIZATION NAME: First Tracks Entertainment

IS BUSINESS / ORGANIZATION A REGISTERED NON-PROFIT Yes, a copy of IRS paperwork is attached No

MAILING ADDRESS OR BUSINESS / ORGANIZATION: 638 S. State St.

CITY, STATE, ZIP: Salt Lake City, UT 84111

MUNICIPAL ADDRESS OF BUSINESS / ORGANIZATION: Same



Park City Municipal Corporation

Special Event Permit Application

City Hall, Third Floor
445 Marsac Avenue
P.O. Box 1478
Park City, Utah 84060
specialevents@parkcity.org

CITY, STATE, ZIP:

PHONE (PRIMARY: 8016711857

PHONE (SECONDARY):

EMAIL: mautz@thestateroom.com

BUSINESS / ORGANIZATION WEBSITE: www.thestateroom.com

SOCIAL MEDIA LINKS: <https://www.facebook.com/TheStateRoomSLC> <https://www.instagram.com/thestateroom/>

DAY OF EVENT PRIMARY CONTACT

ON-SITE DAY OF PRIMARY CONTACT NAME (FIRST & LAST): **Darin Piccoli**

ON-SITE DAY OF PRIMARY CONTACT CELL PHONE: **8014145979**

ON-SITE DAY OF PRIMARY CONTACT EMAIL: **d@thestateroom.com**

PUBLIC EVENT INFORMATION

WEB SITE FOR PUBLIC EVENT INFORMATION: www.deervalley.com

PHONE NUMBER FOR PUBLIC EVENT INFORMATION: **4356491000**

EMAIL ADDRESS FOR PUBLIC EVENT INFORMATION: tsr@thestateroom.com

Overall event description is attached as a separate document, with the contingency plan and is submitted with the application.

EVENT LEVEL DETERMINATION

THE EVENT WILL INCLUDE THE FOLLOWING ACTIVITIES: (Check all that apply)

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FESTIVAL / FAIR	PARADE	SKI / SNOW BOARD	RUN	BIKE	WALK	TRAIL USE	CONCERT	CULINARY	FILMING
<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>			<input type="checkbox"/>		
ARTS & CULTURE EVENT		HOLIDAY CELEBRATION		RECREATION / SPORTING EVENT			OTHER:		

THE EVENT WILL INVOLVE THE USE OF: (Check all that apply)

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>				
MAIN STREET	RESORT PROPERTY	SCHOOL DISTRICT PROPERTY	PRIVATE PROPERTY	CITY PARKS	CITY FIELDS	CITY FACILITY RENTAL	RESIDENTIAL AREAS	PARK CITY LIMITS	MULTI-JURISDICTION	AMPLIFIED SOUND

THE TARGET MARKET FOR THIS EVENT IS: (Check all that apply)

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	OTHER: <input type="checkbox"/>				
YOUTH / FAMILIES	ADULTS	LOCAL	STATE-WIDE	REGIONAL	NATIONAL	INTER NATIONAL	SPECTATORS	PARTICIPANTS	

THIS EVENT WILL: (Check all that apply)

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LIMIT # OF PARTICIPANTS	BE FREE FOR SPECTATORS	BE FREE FOR PARTICIPANTS	INCLUDE VENDORS OR SPONSOR	BE FREE AND OPEN TO THE PUBLIC
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
LIMIT # OF SPECTATORS	CHARGE ADMISSION FOR SPECTATORS	CHARGE PARTICIPANTS	NOT INCLUDE VENDORS OR SPONSOR	BE A PRIVATE EVENT

THIS EVENT WILL BE HELD: (Check all that apply)

EVENT DATE(S):

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
WEEKLY		MONTHLY		SERIES		ONE DAY

NUMBER OF EVENT(S): **2**

OF CONSECUTIVE DAYS: **1**



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ONE DAY EVENT HOUR(S)

EVENT HOUR(S):	OPENING TIME:	EVENT ENDS:
EVENT SET-UP DATE:	BREAK-DOWN DATE:	
SET-UP TIME(S):	BREAK-DOWN TIME(S):	

MULTIPLE DAY EVENT HOUR(S) – If different for each date

DAY: Saturday	DATE: 8/13/16	OPENING TIME: 5:30 pm	EVENT ENDS: 10 pm
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EVENT SET-UP DATE: 8/13/16	BREAK-DOWN DATE: 8/13/16		
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SET-UP TIME(S): 11 am	BREAK-DOWN TIME(S): 10 pm		
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DAY: Friday	DATE: 8/19/16	OPENING TIME: 6 pm	EVENT ENDS: 10 pm
-------------	---------------	--------------------	-------------------

EVENT SET-UP DATE: 8/19/16	BREAK-DOWN DATE: 8/19/16		
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SET-UP TIME(S): 11 am	BREAK-DOWN TIME(S): 10 pm		
-----------------------	---------------------------	--	--

DAY:	DATE:	OPENING TIME:	EVENT ENDS:
------	-------	---------------	-------------

EVENT SET-UP DATE:	BREAK-DOWN DATE:		
--------------------	------------------	--	--

SET-UP TIME(S):	BREAK-DOWN TIME(S):		
-----------------	---------------------	--	--

DAY:	DATE:	OPENING TIME:	EVENT ENDS:
------	-------	---------------	-------------

EVENT SET-UP DATE:	BREAK-DOWN DATE:		
--------------------	------------------	--	--

SET-UP TIME(S):	BREAK-DOWN TIME(S):		
-----------------	---------------------	--	--

DAY:	DATE:	OPENING TIME:	EVENT ENDS:
------	-------	---------------	-------------

EVENT SET-UP DATE:	BREAK-DOWN DATE:		
--------------------	------------------	--	--

SET-UP TIME(S):	BREAK-DOWN TIME(S):		
-----------------	---------------------	--	--

INCLIMATE WEATHER INFORMATION:

DAY:	DATE:	OPENING TIME:	EVENT ENDS:
------	-------	---------------	-------------

EVENT SET-UP DATE:	BREAK-DOWN DATE:		
--------------------	------------------	--	--

SET-UP TIME(S):	BREAK-DOWN TIME(S):		
-----------------	---------------------	--	--

No inclement weather date is required, and the event will be held rain or shine. I understand the event may be cancelled or postponed by the city due to hazardous or damaging conditions

EVENT ATTENDANCE (Complete all that apply)

IF ANNUAL EVENT:

TOTAL EVENT ATTENDANCE OF PREVIOUS YEAR:	TOTAL DAILY EVENT ATTENDANCE OF PREVIOUS YEAR:
--	--

ALL APPLICANTS MUST COMPLETE THE FOLLOWING SECTION (NEW OR ANNUAL EVENTS)

ESTIMATED # OF PARTICIPANTS:	ESTIMATED # OF VENDORS:
------------------------------	-------------------------

ESTIMATED # OF SPECTATORS: 6000	ESTIMATED # OF VOLUNTEERS:
---------------------------------	----------------------------

ESTIMATED # OF STAFF: 40	ESTIMATED DAILY ATTENDANCE: 3000
--------------------------	----------------------------------

ESTIMATED HIGHEST TOTAL ATTENDANCE AT ONE TIME:	ESTIMATED TOTAL ATTENDANCE OF ENTIRE EVENT:
---	---

I anticipate the event to have an attendance of 500 or more people and understand, as the applicant, I may be required to obtain a mass gathering permit from summit county: <http://www.summitcountyhealth.org/>



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SIDEWALK & STREET USE (circle and complete all that apply)

THE EVENT WILL HAVE:

STREETS

STREET CLOSURE MAP IS ATTACHED		CLOSURE SIGN / MARKING	
<input type="checkbox"/> ROLLING CLOSURE	<input type="checkbox"/> PARTIAL CLOSURE	<input type="checkbox"/> FULL CLOSURE	<input checked="" type="checkbox"/> NO CLOSURE
NAMES OF STREETS TO BE CLOSED:		TIMES: (START / END OF CLOSURE)	
		START:	END:

REASON FOR CLOSURE:

SIDEWALKS

SIDEWALK CLOSURE MAP IS ATTACHED		CLOSURE SIGN / MARKING	
<input type="checkbox"/> PARTIAL CLOSURE	<input type="checkbox"/> FULL CLOSURE	<input type="checkbox"/> NO CLOSURE	<input type="checkbox"/> CROWD CONTROL PLAN
ADDRESS:			
ADDRESS OF CLOSURE: (FROM / TO)		TIMES: (START / END OF CLOSURE)	
FROM:	TO:	START:	END:
FROM:	TO:	START:	END:
FROM:	TO:	START:	END:
FROM:	TO:	START:	END:

REASON FOR CLOSURE:

TRAILS

TRAIL COURSE MAP IS ATTACHED	COURSE / SIGN MARKING INFORMATION IS ATTACHED
NAMES OF TRAILS TO BE USED:	

PARADE

ASSEMBLY AREA:	DISBANDING AREA:	# OF PARADE ATTENDEES:
PARADE IS:		
<input type="checkbox"/> WALKING ONLY	<input type="checkbox"/> VEHICLES & WALKING	<input type="checkbox"/> VEHICLES ONLY
<input type="checkbox"/> WILL HAVE ANIMALS		

OTHER PARADE INFO:



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CITY PARKING FACILITIES REQUEST

GENERAL PARKING (Where will you be directing event attendees to park cars?)

HOW MANY PARKING SPACES DOES THE EVENT NEED?		AT HIGHEST POINT?	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MAIN STREET	CHINA BRIDGE	FLAGPOLE LOT	BREW PUB LOT
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SANDRIDGE PARKING LOTS	PARK AVENUE	CITY PARK	MAWHINNEY LOT
<input type="checkbox"/>	<input type="checkbox"/>	OTHER: Deer Valley Parking Lot	
QUINNS LOT	RICHARDSON FLATS		

WILL THE EVENT PROVIDE TRANSPORTATION SERVICES TO THE EVENT FROM PARKING AREAS?:	<input type="checkbox"/>	YES	<input type="checkbox"/>	NO
ADA PARKING AVAILABLE?:	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO
THE EVENT WILL REQUIRE PARKING REMOVAL?:	<input type="checkbox"/>	YES	<input type="checkbox"/>	NO

The event will require parking removal as indicated below, and I will complete a special use of public parking application as required with the Park City Parking Services Department

NAME OF AREA OR STREETS:	BETWEEN:
TIME – START / END:	REASON (what/who):
NAME OF AREA OR STREETS:	BETWEEN:
TIME – START / END:	REASON (what/who):
NAME OF AREA OR STREETS:	BETWEEN:
TIME – START / END:	REASON (what/who):
NAME OF AREA OR STREETS:	BETWEEN:
TIME – START / END:	REASON (what/who):

TRANSPORTATION

WILL THE EVENT PROVIDE ALTERNATIVE TRANSPORTATION OPTIONS?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BUS	BIKE	WALK

THE APPLICANT IS PROVIDING SHUTTLE OR BUS TRANSPORTATION OUTSIDE OF THE CITY'S SCHEDULE. THE APPLICANT HAS PROVIDED BUS DROP OFF AREA ON THE SITE MAP ATTACHED WITH THIS APPLICATION.

NAME OF TRANSPORTATION PROVIDER / COMPANY:	
PHONE:	EMAIL:

THE APPLICANT IS PROVIDING BIKE TRANSPORTATION AT THE EVENT. WE HAVE PROVIDED BIKE PARKING AREAS ON THE SITE MAP WITH THIS APPLICATION.

WE ARE PROVIDING WALKING AS AN OPTION TO ATTEND THE EVENT. WE HAVE PROVIDED WALKING PATH IDEAS ON THE SITE MAP WITH THIS APPLICATION.

ADDITIONAL TRANSPORTATION INFORMATION:

PUBLIC FACILITY USE

CHECK ALL THAT APPLY:	<input type="checkbox"/>	MINERS HOSPITAL AT CITY PARK	<input type="checkbox"/>	PARK CITY LIBRARY MEETING ROOMS	<input type="checkbox"/>	JIM SANTY AUDITORIUM
	<input type="checkbox"/>	SOPUTH CITY PARK	<input type="checkbox"/>	CITY PARK COVERED BBQ AREA	<input type="checkbox"/>	CITY PARK GAZEBO / STAND
	<input type="checkbox"/>	CITY PARK SOFTBALLFIELD	<input type="checkbox"/>	CITY PARK RUGBY FIELD	<input type="checkbox"/>	SKATE PARK AT CITY PARK
	<input type="checkbox"/>	QUINN'S SPORTEX FIELDS	<input type="checkbox"/>	ROTARY PARK	<input type="checkbox"/>	SCHOOL DISTRICT FIELDS
	<input type="checkbox"/>	DIRT JUMP PARK	<input type="checkbox"/>	PARK CITY ICE ARENA	<input type="checkbox"/>	OTHER:



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TEMPORARY STRUCTURES & FLAMMABLE MATERIALS

I UNDERSTAND ALL TEMPORARY STRUCTURES AND FLAMMABLE MATERIALS MUST BE APPROVED BY THE PARK CITY BUILDING DEPARTMENT. SUCH INSPECTIONS WILL REQUIRE A FIRE/BUILDING PERMIT TO BE SUBMITTED 10 DAYS BEFORE THE EVENT, AS WELL AS AN INSPECTION THE DAY OF THE EVENT.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEMPORARY BLEACHERS	INFLATABLES	CANOPIES	TEMPORARY BADGES	TEMPORARY LIGHTING
TENTS 10X10 OR UNDER		HOW MANY:		
TRAILER		HOW MANY:		
STRUCTURES OVER 6 FEET TALL		PURPOSE:		HOW MANY:
DOES EVENT HAVE ELECTRICAL NEEDS?:		<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	DOES EVENT REQUIRE USE OF GENERATORS
		<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
WILL YOU BE REQUESTING PERMITS FOR FIREWORKS?:		<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
WILL THE EVENT REQUIRE THE USE OF FLAMMABLE MATERIALS, FUELS OR GASSES?:		<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
NAME SUCH MATERIALS:				

WASTE MANAGEMENT AND RECYCLING

THE EVENT WILL PROVIDE ITS OWN GARBAGE CANS AND WASTE MANAGEMENT.

THE EVENT WILL PROVIDE ITS OWN DUMPSTERS, WHICH IS INDICATED ON THE SITE MAP.

THE EVENT WILL USE THE CITY'S GARBAGE CANS AND WASTE MANAGEMENT, REQUIRING ADDITIONAL FEES.

THE EVENT WILL USE THE CITY'S DUMPSTERS, REQUIRING ADDITIONAL FEES.

THE EVENT WILL HIRE A COMPANY AND PROVIDE RECYCLING SERVICES FOR THE FOLLOWING MATERIALS:

<input type="checkbox"/>						
PLASTIC	PAPER	ALUMINUM	GLASS	CARDBOARD	COMPOST	OTHER

THE EVENT WILL UTILIZE CITY RESTROOM FACILITIES (List areas of city restroom facilities below:

THE EVENT WILL BRING ITS OWN RESTROOMS AND SANATARY STATIONS.
(May be required by Summit County Health Department or Park City Building Department)

WILL ANIMALS BE AT THE EVENT?: YES NO IF YES, PLEASE DESCRIBE TYPE OF ANIMALS AND WASTE PLANS

TYPES OF ANIMALS:

I HAVE INCLUDED THE PLACEMENT OF THE ANIMALS IN THE SITE MAP OR LINE UP IN THE CONTINGENCY PLAN

WILL DOGS BE ALLOWED AT THE EVENT?: YES NO LEASHED UNLEASHED

WASTE MANAGEMENT PLAN HAS BEEN DESCRIBED IN THE CONTINGENCY PLAN ATTACHED TO THIS APPLICATION.

FOOD & MERCHANDISE SALES

I UNDERSTAND THAT ALL VENDORS MUST OBTAIN A PARK CITY BUSINESS LICENSE. ALL VENDORS SERVING FOOD OR DRINKS MAY BE REQUIRED TO OBTAIN A FOOD SERVICE OR FOOD HANDLERS PERMIT FROM SUMMIT COUNTY.

WILL THERE BE SALE OF MERCHANDISE?: YES NO

WILL THERE BE COMPLIMENTARY FOOD?: YES NO

WILL THERE BE SALE OF FOOD?: YES NO

WILL THERE BE ALCOHOL FOR SALE?: YES NO

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BEER	WINE	LIQUOR



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I UNDERSTAND THAT THE UTAH DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL (UDABC) MAY REQUIRE OTHER PERMITS.

WILL FOOD ITEMS BE PRE-PACKAGED?: YES NO

WILL FOOD ITEMS BE COOKED ON SITE?: YES NO

I UNDERSTAND THAT IF COOKING IS ONSITE, A PARK CITY BUILDING/FIRE PERMIT MAY BE REQUIRED.

WILL FOOD ITEMS BE PREPARED OFFSITE?: YES NO

DESCRIBE ITEMS:

Deer Valley Resort will be handling all concessions. Band performing will be selling artist specific merch.

TEMPORARY SIGNS

WILL THERE BE TEMPORARY SIGNS AT THE EVENT?: YES NO

I HAVE ATTACHED A SIGN PLAN DESCRIBING THE CONTENT, SIZES AND LOCATIONS IN THE CONTINGENCY PLAN.

SAFETY - SECURITY

THE EMERGENCY AND SECURITY PLAN HAS BEEN ATTACHED IN THE OPERATIONS PLAN, INCLUDING CROWD CONTROL, ACCESS, FIRST AID. AFTER REVIEW OF THIS APPLICATION, REQUIREMENTS FOR EMTS, FIRE AND POLICE SERVICES WILL BE DETERMINED AS PART OF THE CONDITIONS OF APPROVAL OF THIS EVENT. THE SPECIAL EVENTS DEPARTMENT WILL BE ABLE TO GIVE THE APPLICANT AN ESTIMATE OF SUCH CITY SERVICE REQUIREMENTS.

THE EVENT WILL REQUIRE LAW ENFORCEMENT SERVICES BEYOND ROUTINE PERIODIC PATROL.

THE EVENT WILL NOT REQUIRE LAW ENFORCEMENT SERVICES BEYOND ROUTINE PERIODIC PATROL.

COMMUNICATION NEEDS

WILL THERE BE INSTALLATION OF AN ANTENNA FOR COMMUNICATION NEEDS?: YES NO

INSTALLATION OF AN ANTENNA FOR COMMUNICATION IS INDICATED IN THE SITE PLAN WITH SPECIFICATIONS.

MARKETING OF EVENT

PROPER MARKING OF YOUR EVENT IS VITAL TO ITS SUCCESS. PLEASE CONTACT THE PARK CITY CHAMBER FOR ADDITIONAL INFORMATION AND ASSISTANCE: www.visitparkcity.com

I HAVE CHOSEN TO LIST INFORMATION REGARDING MY EVENT ON THE PARK CITY CHAMBER'S WEBSITE.

I HAVE CHOSEN NOT TO LIST INFORMATION REGARDING MY EVENT ON THE PARK CITY CHAMBER'S WEBSITE.

WHO IS THE TARGET MARKET FOR THIS EVENT?: Adults in the 18 to 65 age range.

WHERE IS THE TARGET MARKET FOR THIS EVENT?: (choose all that apply)



LOCAL



REGIONAL



NATIONAL



INTERNATIONAL

WILL THIS EVENT BE FILMED AND TELEVISED?: (choose all that apply) YES NO



LOCAL



REGIONAL



NATIONAL



INTERNATIONAL

PLEASE LIST ALL ADVERTISEMENT INCLUDING MEDIA COVERAGE, NEWSPAPER AND MAGAZINES:

MEDIA (RADIO/TV): KRCL, KUER, FM 100, The Arrow, ALT 101.9 and other Utah radio stations.

NEWSPAPER: Park Record, The Salt Lake Tribune, Deseret News

MAGAZINES: City Weekly

OTHER:

PLEASE SELECT RANGE OF MARKETING BUDGET:



\$100 OR UNDER



\$100 - \$500



\$500 - \$1,000



\$1,000 - \$2,500



ABOVE \$2,500



Park City Municipal Corporation

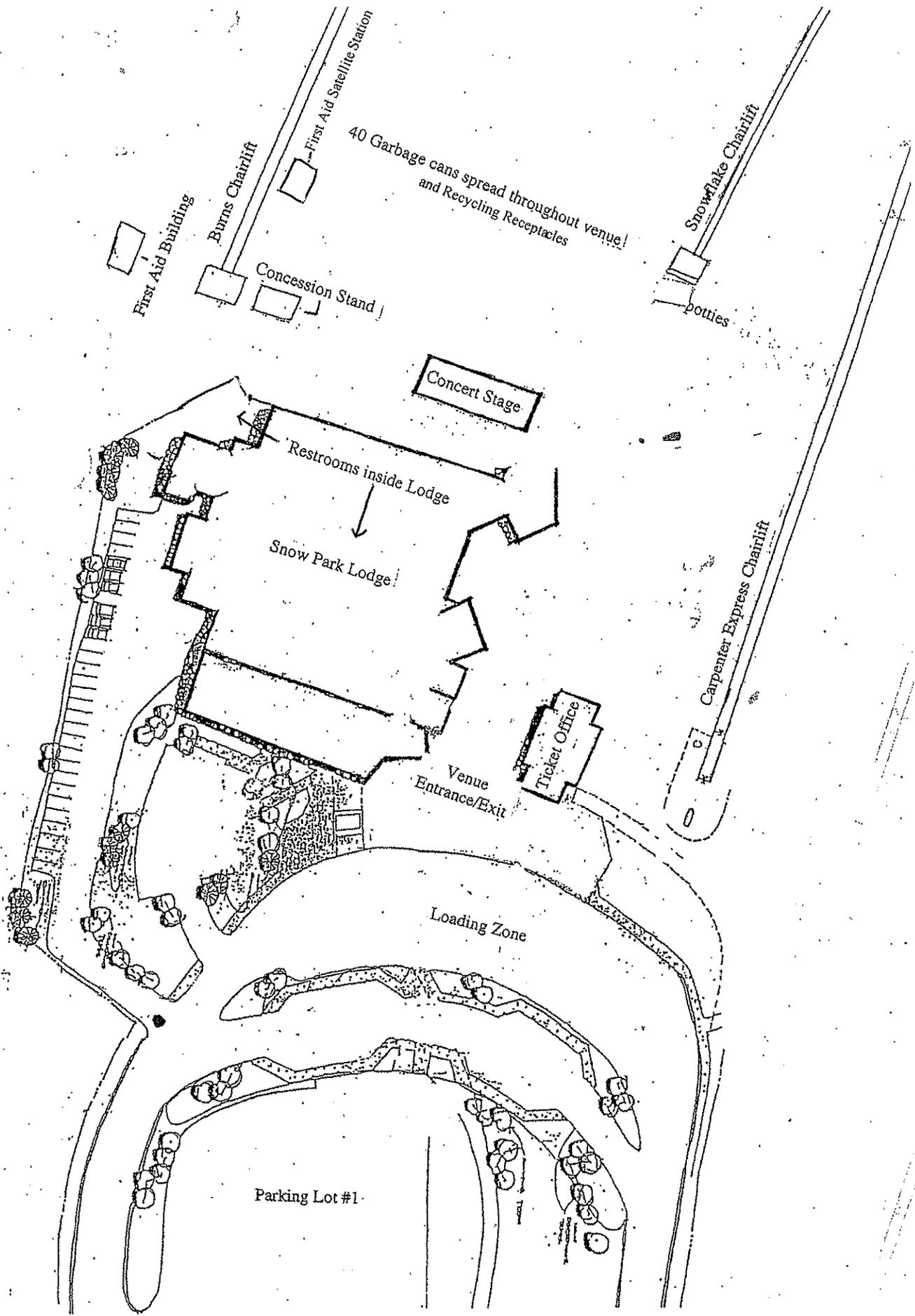
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APPLICANT AGREEMENT & SIGNATURE

I, the undersigned representative, have read the rules and regulations with reference to this application and am duly authorized by the organization to submit this application on its behalf. The information contained herein, including supporting documentation is complete and accurate.

Name (Printed):	Chris Mautz	
Signature:		Date: 5/20/16



Lot #2 - Lot #6





SPECIAL EVENT PERMIT

Type of License: Level 3 Special Event
Event Name: State Room Presents Concert Series
Event Date(s): Saturday, August 13 and Friday, August 19
Event Location: Deer Valley Resort – Snow Park Amphitheater
Licensee: First Tracks Entertainment
Contact Person: Chris Mautz, Owner
Approved By: ___ Special Events Department _ X _ City Council of Park City
Approval Date: Thursday, July 21, 2016

The City Council of Park City has approved the Level 3 Special Event Permit for the State Room Presents Concert Series to be held at Snow Park Amphitheater at Deer Valley Resort during the following days and times: Saturday, August 13 and Friday, August 19. This Special Event License has been issued under the authority described within the Park City Municipal Code Section 4-8 based on the following Findings of Fact, Conclusions of Law, and Conditions of Approval.

Findings of Fact:

1. The State Room Presents Concert Series will take place at Snow Park Amphitheater at Deer Valley Resort and will run from 5:30 – 10:00 p.m. on Saturday, August 13 and Friday, August 19, 2016. Staff has determined the application to be licensed as a Level 3 Special Event under the Park City Municipal Code Section 4-8-11.
2. The entire event is located at Snow Park Amphitheater in Deer Valley. Staff anticipates minimal impact to City. There are no street closures associated with this approval. The entire event will be conducted at Deer Valley Resort. No portion of the event will obstruct sidewalks or public rights-of-ways. Public transportation and other vehicular and pedestrian traffic in the area will not be interrupted.
3. The size and scope of the event will require the need for City police, fire or other services. Police, fire, or other essential public employees, but they will not be diverted from their normal duties to protect the remainder of the City from the impacts of this event.
4. The event is expecting a maximum of 5,000 attendees each date. The event will not unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets or with the provision of other public health or safety services.
5. There are other Special Event licenses that have been granted for Saturday, August 13 and Friday, August 19th 2016; however, Staff does not believe the events will interfere. The table below will show in column (A) – Geographic separation of the events; column (B) – Proposed time and duration of the events; and column (C) – Anticipated attendance.

DATE	EVENT	A – Geographic Separation	B - Proposed Time & Duration	C – Anticipated Attendance
Saturday, August 13 & Friday, August 19, 2016	State Room Presents Concert Series	Deer Valley Resort	7:00 p.m. to 10:00 p.m.	3,000 to 5,000
Saturday, August 13, 2016	Arts Festival	Main Street	9:00 a.m. to 8:00 p.m.	20,000
Saturday, August 13, 2016	Park City Trail Series	Quinn's Junction	8:00 a.m. to 12:00 p.m.	400

6. Due to the anticipated attendance and type of event there will not be an imminent possibility of violent disorderly conduct likely to endanger public safety or cause significant property damage.
7. This is the application submitted by Chris Mautz, owner of First Tracks Entertainment. Chris has been working with City Staff to ensure that all conditions of the event will be met. The Applicant has demonstrated an ability and willingness to conduct the event pursuant to the terms and conditions of the Park City Municipal Code and has never failed to conduct a previously authorized event in accordance with the law or the terms of a license, or both.
8. Staff finds the State Room Presents Concert Series event is consistent with and promotes the City Council’s Goal of creating a diverse event calendar, which allows for both economic and cultural opportunities, as well as helps create a world class, multi-seasonal destination This event that is available to locals and visitors alike.

Conclusions of Law:

1. The application is consistent with the requirements of the Park City Municipal Code, Title 4, Chapter 8.

Conditions of Approval:

1. The Applicant shall provide all required permits required by federal, state and local agencies, along with any associated fees.
2. The Applicant shall ensure that all activities abide by the laws and parameters set forth by Standards for License Approval section 4-8-5.
3. The applicant, at its' cost, shall incorporate such measures as directed by Staff in order to ensure that any safety, health, or sanitation equipment, and services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety are provided and paid for by the applicant.
4. The Applicant shall provide monitors for crowd control and safety, in addition to, any other services or facilities necessary to ensure compliance with City noise, sign or other applicable ordinance(s).
5. The Applicant provides a schedule of events, and provides access to any site for purposes of Code enforcement as outlined by Park City Municipal Code 4-8-11.
6. The Applicant will work with Staff in order to ensure that any safety, health, or sanitation equipment, and services or facilities reasonably necessary to ensure that the event will be

Exhibit C The State Room Presents Concert Series Findings of the Fact & Conditions of Approval

conducted with due regard for safety are provided and paid for by the Applicant.

7. The Applicant shall provide to the Special Events Manager proof of liability insurance as may be required by the Special Events Manager or the City Attorney's Office, and shall further name Park City Municipal Corporation as an additional insured.

APPROVED this 21nd day of July, 2016.

PARK CITY MUNICIPAL CORPORATION

City Manager, Diane Foster

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

, City Attorney



DATE: July 21, 2016

TO HONORABLE MAYOR AND COUNCIL

This application for the Third Amended Subdivision Plat for Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility subdivides an existing 9.934 acre Lot 8 of the Second Amended Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility Subdivision plat into two platted lots of record, namely Lot 8 consisting of 3.632 acres and Lot 12 consisting of 6.302 acres (Exhibit A).

The Peace House facility, subject to a Conditional Use Permit (CUP) approved by the Planning Commission on January 13, 2016, is proposed on new Lot 8. Lot 12 is subject to the IHC Master Planned Development (MPD) and currently has no assigned uses or density. See Exhibit B for applicant's letter and Exhibit C for aerial photo of existing conditions.

On June 22, 2016, the Planning Commission held a public hearing on the Third Amended Subdivision Plat for the Intermountain Healthcare Park City Medical Campus / USSA Headquarters and Training Facility. No public input was provided at the meeting and the Commission voted unanimously to forward a positive recommendation to the City Council.

Respectfully:

Kirsten Whetstone, Senior Planner



City Council Staff Report

Application: PL-16-03151
Subject: Third Amended Subdivision Plat for the Intermountain Healthcare Park City Medical Campus / USSA Headquarters and Training Facility
Author: Kirsten Whetstone, MS, AICP- Senior Planner
Date: July 21, 2016
Type of Item: Legislative

Summary Recommendation

Staff recommends City Council conduct a public hearing and consider approving the Third Amended Subdivision Plat for the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility (IHC/USSA) pursuant to the findings of fact, conclusions of law, and conditions of approval as stated in the attached Ordinance.

Description

Applicant: Intermountain Healthcare Health Services, Inc. (IHC), represented by Morgan Busch
Location: 700 Round Valley Drive
Zoning District: Community Transition (CT)
Surrounding Land Uses: IHC Park City Medical Clinic, Summit County Health Department and People's Health clinic, USSA Training Facility, Physician Holdings Medical offices, Quinn's Recreation and Park City Ice Rink complex, US 40, and open space and public trails.
Reason for Review: Plat amendments require public hearing and recommendation by the Planning Commission with final action by City Council.

Summary of Proposal

This application for the Third Amended Subdivision Plat for Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility subdivides an existing 9.934 acre Lot 8 of the Second Amended Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility Subdivision plat into two platted lots of record, namely Lot 8 consisting of 3.632 acres and Lot 12 consisting of 6.302 acres (Exhibit A). The Peace House facility, subject to a Conditional Use Permit (CUP) approved by the Planning Commission on January 13, 2016, is proposed on new Lot 8. Lot 12 is subject to the IHC Master Planned Development (MPD) and currently has no assigned uses or density. See Exhibit B for applicant's letter and Exhibit C for aerial photo of existing conditions.

Acronyms

AICP- American Institute of Certified Planners
CT- Community Transition Zoning District
CUP- Conditional Use Permit
IHC- Intermountain Healthcare
MOB- Medical Office
MPD- Master Planned Development
PCMC- Park City Municipal Corporation
UE- Unit Equivalents
USSA- United States Ski and Snowboard Association

Purpose of CT Zoning District

The purpose of the Community Transition (CT) District is to:

- (A) Encourage low-Density public, quasi-public, and/or institutional Uses relating to community open space, recreation, sports training and Development, tourism, and community health;
- (B) Encourage low Density Development designed in a manner so as to cluster Uses in the least visually sensitive Areas and maximizes open space;
- (C) Enhance and expand public open space and recreation Uses Compatible with the adjacent public deed-restricted open space;
- (D) Prohibit highway service commercial, regional-commercial, and limit residential land Uses;
- (E) Require Building and Site design solutions that minimize the visual impacts of parking and parking lot lighting from the entry corridor and adjacent neighborhoods and land Uses;
- (F) Preserve and enhance environmentally Sensitive Lands such as wetlands, Steep Slopes, ridgelines, wooded Areas, and Stream Corridors;
- (G) Preserve Park City's scenic entry corridor by providing significant open space and landscape buffers between Development and the highway corridor;
- (H) Encourage transit-oriented Development and Uses;
- (I) Promote significant linkages to the broader community open space and trail network;
- (J) Encourage the Development of high quality public places such as parks, trails, and recreation facilities;

- (K) Encourage Development which preserves the natural setting to the greatest extent possible; and
- (L) Minimize curb cuts, driveways, and Access points to the highway.
- (M) Encourage sustainability, conservation, and renewable energy.

It was determined at the time of review of the amended IHC Master Planned Development that the Peace House facility was consistent with the purpose and uses of the zone.

Background

On December 7, 2006, Council approved an annexation ordinance and annexation agreement for the entire 157.243 acre property. The annexed property was zoned into the Community Transition (CT) Zoning District and platted with the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility (IHC/USSA) subdivision plat. The subdivision plat was approved by Council on January 11, 2007 and recorded at Summit County on January 23, 2007 and consisted of five lots (Exhibit D-1).

An amended subdivision plat was approved by City Council on October 11, 2007 and recorded at Summit County on May 20, 2008 to memorialize various easements and road layouts, to include additional lots, and to adjust location of lots consistent with the approve IHC MPD (Exhibit D-2).

A second amended plat was approved by City Council on July 31, 2008 and recorded at Summit County on November 25, 2008 to create and memorialize Lot 10 for the Summit County Health Department and People's Health Clinic as a single building on one lot (Exhibit D-3). Remaining land from Lot 8 on the south side of Victory Lane was platted as Lot 11 (0.951 acres) for IHC with no designated uses or density.

On May 23, 2007, the Planning Commission approved a Master Planned Development (MPD) for the Park City Medical Center (aka IHC MPD). The IHC MPD consists of Lots 1, 2, 4, 5, 6, 7, 8, 9, 10, and 11 of the IHC/USSA plat.

Lot 1 of the subdivision plat is the location of the Park City Medical Clinic, Lot 2 is dedicated as open space as part of the MPD. Lot 3 is the location of the USSA Headquarters and Training Center MPD and is not part of the IHC MPD. Lot 4 was originally designated for 28 townhouse affordable units that were incorporated into the Park City Heights MPD. Lot 5 was transferred to the City for future recreation uses. Lots 6 and 8 were originally designated for 25,000 sf of support medical offices each, which were transferred to Lot 1 with the First Amended IHC MPD. Lot 9 contains a small Questar gas regulating facility, and Lot 11 is the one acre lot around Lot 9, owned by IHC and not designated as to use or density. Lot 7 was developed by Physician Holdings, Inc. for medical support offices (aka Medical Office Building or MOB) and Lot

10 was developed by Summit County for the Summit County Health Department and People's Health Clinic.

On February 18, 2015 IHC submitted a pre-MPD application for various amendments to the IHC MPD. On June 18, 2015 a revised pre-MPD application was submitted with a specific request for consideration of the Peace House facility to be located on Lot 8 as fulfillment of the affordable housing requirements for the next phase of construction of the IHC Park City Medical Center. The revised pre-MPD application was reviewed by the Planning Commission on August 26, 2015. The Planning Commission made a finding that the proposed MPD amendments specific to the Peace House on Lot 8 were generally consistent with the purpose statements of the CT Zoning District and the goals and objectives of the General Plan.

On November 10, 2015, application for a second amendment to the IHC MPD (consistent with the pre-MPD application reviewed on August 26th) and the Conditional Use Permit for the Peace House on a portion of Lot 8 were submitted. The applications were approved by the Planning Commission on January 13, 2016 (see Exhibits E and F).

On April 25, 2016, the City received a completed application for the Third Amended Subdivision Plat for the Intermountain Healthcare Park City Medical Campus / USSA Headquarters and Training Facility consistent with the pre-MPD application approval.

On June 22, 2016, the Planning Commission held a public hearing on the Third Amended Subdivision Plat for the Intermountain Healthcare Park City Medical Campus / USSA Headquarters and Training Facility. No public input was provided at the meeting and the Commission voted unanimously to forward a positive recommendation to the City Council.

Analysis

The existing subdivision consists of eleven lots and, as outlined below, one new lot is proposed with this second amendment. This second amendment subdivides Lot 8 into new Lots 8 and 12. Lots 1-7, 9, 10, and 11 do not change with this amended subdivision plat. The amended subdivision plat consists of twelve lots with ownership, use, and acres consistent with the amended IHC MPD as follows:

Lot 1 and Lot 2:	IHC- Intermountain Healthcare Campus MPD (107.551 acres)
Lot 3:	USSA- Headquarters and Training Facility MPD (5 acres)
Lot 4:	PCMC- previous affordable housing site (5 acres)
Lot 5:	PCMC- Ice Facility/Fields Complex Expansion (15 acres)
Lot 6:	IHC MPD- no assigned density or uses (density transferred to Lot 1) (3.041 acres)
Lot 7:	Physicians Holding- Support Medical Office CUP (3.396 acres)
Lot 8:	IHC- Peace House CUP (3.632 acres) (previously 9.934 acres)

	acres- rest to new Lot 12)
Lot 9:	Questar facility (0.174 acres)
Lot 10:	Community Medical Summit County Health and People's Health Clinic CUP (3.088 acres)
Lot 11:	IHC, no assigned density or uses (0.951 acres)
Lot 12 (new lot):	IHC, no assigned density or uses (6.302 acres) (previously part of Lot 8)

The proposed plat amendment request is in compliance with Land Management Code, Section 15-7: Subdivisions regarding lot and road layout, utilities and trails, public easements, wetlands protection, public and utility access, grading and storm drainage, and meets requirements of the CT District.

The proposed two new lots are consistent in size and location with uses contemplated during the January 13, 2016 approved amendment to the IHC Master Planned Development and the Peace House CUP.

Power and sewer are available adjacent to the lots. All provisions of the approved annexation ordinance and agreement, including but not limited to road and easement dedications, intersection and signalization improvements, water and waste water infrastructure, affordable housing, and trails, remain in effect with this subdivision plat amendment application.

The IHC/USSA Subdivision is 157.243 acres in size and located at the northwest corner of the State Route 248/Highway 40 interchange. Zoning of the property is Community Transition (CT-MPD) which has a base density of 1 unit/20 acres. The CT District permits density bonuses up to a maximum of 3 units/acre for non-residential uses, provided specific standards are met relating to open space, Frontage Protection Zone (FPZ) setbacks, parking, affordable housing, and public land/facilities. Affordable housing is excluded from the UE calculation. Under the MPD, the total density at build-out for the annexation area is 535,000 square feet (gross) equating to 2.64 units/acre, exclusive of any affordable housing. In order to increase the density, there would have to be an amendment to the MPD.

Development of each lot is subject to requirements of the Community Transition (CT) District, the IHC Annexation Agreement, and may require a Master Planned Development application and/or a Conditional Use Permit.

Proposed Lot 8 is also subject to conditions of approval of the approved Peace House CUP. Proposed Lot 12 is subject to the IHC Master Planned Development (MPD). At the time of this application Lot 12 has no assigned uses or density through the MPD.

There are wetlands on both proposed Lots 8 and 12 that have not recently been delineated. Staff requires that the wetlands delineation be updated with updated report and location provided to the City with the building permit application. All LMC required

wetland protection buffer areas shall be complied with for all development on these lots. Staff recommends that a note shall be included on the plat prior to recordation stating that all development, such as buildings and parking areas, proposed on these lots shall comply with LMC required wetlands protection buffer areas in effect at the time of building permit application.

Attention to the location of visible dry utility boxes and installations is an important consideration when designing a site in order to ensure that adequate area is available for landscape elements to provide adequate screening from public view. Staff recommends a condition of approval that dry utility infrastructure must be located on the property and shown on the building plans prior to building permit issuance to ensure that utility companies verify that the areas provided for their facilities are viable and that exposed meters and boxes can be screened with landscaping elements.

Staff finds good cause for this subdivision plat amendment, as conditioned, as it will memorialize the lots and easements for the approved Peace House CUP and addresses requirements of the amended IHC MPD for these lots.

Process

Approval of this application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC 1-18. Development of each lot is subject to requirements of the Community Transition zone and the Annexation Agreement. Lots are also subject to approved MPDs and Conditional Use Permits. Individual Staff review of any Building Permit is not publicly noticed nor subject to review by the Planning Commission unless appealed.

Good Cause

There is good cause for this plat amendment in that it creates a legal lot of record for the Peace House facility consistent with the Ground Lease Agreement and is consistent with the approved amended IHC MPD.

Department Review

The application has been reviewed by the Planning, Building, Engineering and Legal departments as well as the utility providers. Issues raised during the review process have been addressed with plat notes and/or by conditions of approval. See Exhibit G approval letter from SBWRD.

Notice

On June 8, 2016, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was published in the Park Record on June 4, 2016 providing notice for both Planning Commission and City Council hearings.

Public Input

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

Alternatives

- The City Council may approve the plat amendment as conditioned and/or amended; or
- The City Council may deny the plat amendment and direct staff to make findings of fact to support this decision; or
- The City Council may continue the discussion and request additional information on specific items.

Significant Impacts

There are no significant fiscal and environmental impacts from this amended subdivision.

Consequences of not taking the Suggested Recommendation

Lot 8 will remain in its current configuration.

Summary Recommendations

Staff recommends City Council conduct a public hearing and consider approving the Third Amended Subdivision Plat for the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility (IHC/USSA) pursuant to the findings of fact, conclusions of law, and conditions of approval as stated in the attached Ordinance.

Exhibits

Ordinance

Exhibit A- Proposed plat

Exhibit B- Applicant's letter

Exhibit C- Aerial photo of existing conditions

Exhibit D- IHC/USSA Subdivision plats (original and First and Second Amended plats)

Exhibit E- Second Amended IHC MPD action letter

Exhibit F- Peace House Conditional Use Permit action letter

Exhibit G- SBWRD letter of approval

Ordinance No. 2016-34

AN ORDINANCE APPROVING THE THIRD AMENDED SUBDIVISION FOR THE INTERMOUNTAIN HEALTHCARE PARK CITY MEDICAL CAMPUS/USSA HEADQUARTERS AND TRAINING FACILITY, 700 ROUND VALLEY DRIVE, PARK CITY, UTAH.

WHEREAS, the owners of the property located at 700 Round Valley Drive have petitioned the City Council for approval of the Third Amended Subdivision Plat for the Intermountain Healthcare Park City Medical Campus / USSA Headquarters and Training Facility; and

WHEREAS, on June 4, 2016, proper legal notice was published in the Park Record; and

WHEREAS, on June 8, 2016, the property was properly posted and notices were sent to affected property owners according to the requirements of the Land Management Code; and

WHEREAS, the Planning Commission held a public hearing on June 22, 2016, to receive input on the Third Amended Subdivision Plat for the Intermountain Healthcare Park City Medical Campus / USSA Headquarters and Training Facility;

WHEREAS, the Planning Commission, on June 22, 2016, forwarded a positive recommendation to the City Council; and,

WHEREAS, on July 21, 2016, the City Council held a public hearing on the Amended Subdivision Plat for the Intermountain Healthcare Park City Medical Campus / USSA Headquarters and Training Facility; and

WHEREAS, there is good cause and it is in the best interest of Park City, Utah to approve the Third Amended Subdivision Plat for the Intermountain Healthcare Park City Medical Campus / USSA Headquarters and Training Facility.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Third Amended Subdivision Plat for the Intermountain Healthcare Park City Medical Campus / USSA Headquarters and Training Facility as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 700 Round Valley Drive (location of Lot 8).
2. The zoning is Community Transition (CT) within the IHC Master Planned

Development (CT-MPD).

3. On December 7, 2006, City Council approved an annexation ordinance and annexation agreement for the property. The annexation agreement was recorded on January 23, 2007.
4. The annexation agreement sets forth maximum building floor areas, development location, and conditions related to developer-provided amenities on the various lots of the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility Subdivision plat, such as roads, utilities, and trails.
5. On January 11, 2007, the City Council approved the Intermountain Healthcare Park City Medical Campus / USSA Headquarters and Training Facility Subdivision plat for the purpose of creating lots of record so that associated property sale and property transfers could be completed. The plat was recorded at Summit County on January 23, 2007 and consisted of 5 lots of record.
6. The IHC Master Planned Development was approved by the Planning Commission on May 23, 2007.
7. The First Amended Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility Subdivision was approved by the City Council on October 11, 2007 and recorded at Summit County on May 20, 2008. The first amended plat memorialized various easements and road layouts and adjusted the location of various lots consistent with the approved MPD. The plat consisted of nine lots of record.
8. The Second Amended Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility Subdivision plat was approved by the City Council on July 31, 2008 and recorded at Summit County on November 25, 2008. The second amended plat created new Lots 10 and 11 out of the previous Lot 8. Lot 10 was created for the Summit County Health Department and the People's Health Clinic building and Lot 11 was created as a separate lot for IHC as it was located south of Victory Lane. The plat consisted of eleven lots of record.
9. The property is subject to the Amended Intermountain Healthcare Master Planned Development (IHC MPD), originally approved on December 7, 2006 and amended in 2014 to transfer support medical office uses and density from Lots 6 and 8 to Lot 1.
10. A second MPD amendment was approved on January 13, 2016 to identify Lot 8 for the Peace House facility, address affordable housing requirements, and address administrative amendments of the first MPD amendment.
11. The MPD amendments were found to be consistent with the purpose statements of the CT Zoning District and the goals and objectives of the General Plan.
12. On November 10, 2015, a Conditional Use Permit for the Peace House on a portion of Lot 8 was submitted to the Planning Department.
13. On January 13, 2016, the Planning Commission approved the Peace House CUP located on a portion of Lot 8.
14. On April 25, 2016, the applicant submitted a complete application for this Third Amended Subdivision Plat for Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility to divide the 9.934 acre Lot 8

of the Second Amended Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility Subdivision plat into two platted lots of record, namely Lot 8 consisting of 3.6 acres and Lot 12 consisting of 6.334 acres.

15. The amended subdivision plat consist of twelve lots with ownership, acres, and use consistent with the amended IHC MPD as follows:

Lot 1 and Lot 2:	IHC- Intermountain Healthcare Campus MPD (107.551 acres)
Lot 3:	USSA- Headquarters and Training Facility MPD (5 acres)
Lot 4:	PCMC- previous affordable housing site (5 acres)
Lot 5:	PCMC- Ice Facility/Fields Complex Expansion (15 acres)
Lot 6:	IHC MPD- no assigned density or uses (density transferred to Lot 1) (3.041 acres)
Lot 7:	Physicians Holding- Support Medical Office CUP (3.396 acres)
Lot 8:	IHC- Peace House CUP (3.632 acres) (previously 9.934 acres- rest to new Lot 12)
Lot 9:	Questar facility (0.174 acres)
Lot 10:	Community Medical Summit County Health and People's Health Clinic CUP (3.088 acres)
Lot 11:	IHC, no assigned density or uses (0.951 acres)
Lot 12 (new lot):	IHC, no assigned density or uses (6.302 acres) (previously part of Lot 8)

16. Development of each lot requires a Conditional Use Permit.
17. Existing Lot 8 includes a total lot area of approximately 9.934 acres. Peace House has recently entered into a 50 year ground lease from IHC on the eastern 3.63 acres of existing Lot 8, which is proposed Lot 8.
18. The property is currently undeveloped and consists of native grasses and low vegetation with areas of delineated wetlands located on the north and west portion of Lot 8 and a majority of Lot 12.
19. The wetlands delineation was done more than five years ago and will need to be updated, re-delineated and re-submitted to the Corp prior to issuance of a building permit.
20. All development, such as buildings and parking areas, are required to comply with the LMC required setbacks from delineated wetlands. The current requirement is a 50' wide wetlands protection buffer area.
21. Access to the site is from Round Valley Drive, an existing public street that intersects with State Road 248 at a signalized intersection approximately a half mile to the south. Lot 12 will have frontage and access on both Round Valley Drive and Gillmor Way, accessed from the north.
22. There are existing sidewalks along the street frontage as well as interconnecting paved trails throughout the subdivision.
23. There are existing utilities within the streets and within platted public utility easements along the front lot lines. Utility and snow storage easements are

necessary along public street frontages for installation of utilities and snow storage.

24. A twenty-foot (20') wide public trail easement is located on existing Lot 8. The trail will remain and the twenty-foot (20') wide public trail easement will be included on the amended plat, on Lot 12, in the location of the paved trail.
25. No changes are proposed to the location of platted Round Valley Drive or to platted Gillmor Way.
26. Attention to the location of visible dry utility boxes and installations is an important consideration when designing a site in order to ensure that adequate area is available for landscape elements to provide adequate screening from public view.
27. The **Analysis** section of this staff report is incorporated herein.

Conclusions of Law:

1. There is good cause for this subdivision plat amendment.
2. The subdivision is consistent with the Park City Land Management Code and applicable State law regarding subdivisions, the Park City General Plan, and the IHC Annexation and Master Planned Development.
3. Neither the public nor any person will be materially injured by the proposed subdivision plat amendment.
4. Approval of the subdivision plat amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with the Annexation Agreement, State law, the Land Management Code, and these conditions of approval, prior to recordation of the plat.
2. The applicant will record the subdivision plat at Summit County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a request for an extension is submitted in writing prior to expiration and is approved by the City Council.
3. A note shall be included on the plat prior to recordation stating that the Third Amended Subdivision plat is subject to the conditions of approval of the Annexation Agreement and any conditions in the Master Planned Development Agreement, as amended, and, further, any Conditional Use Permits relating to development of specific lots within the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility Subdivision.
4. Dry utility infrastructure must be located on the property and shown on the building plans prior to building permit issuance to ensure that utility companies verify that the areas provided for their facilities are viable and that exposed meters and boxes can be screened with landscaping elements.
5. Final utility, storm water, and grading plans must be approved by the City Engineer prior to Building Permit issuance.

6. A financial guarantee for any required public improvements in an amount approved by the City Engineer and in a form approved by the City Attorney shall be in place prior to plat recordation.
7. Any wetlands delineation older than five (5) years shall be updated and submitted to the City prior to building permit issuance for new development on the lots. All required Corps of Engineer approvals and permits shall be submitted prior to issuance of a building permit on the lots.
8. A note shall be included on the plat prior to recordation stating that all new development, such as buildings and parking areas, proposed on these lots shall comply with all applicable laws, rules and regulations relative to distance between structures and delineated wetlands in effect at the time of building permit issuance.
9. A 10' wide non-exclusive public utility and snow storage easement shall be shown along the frontages of Round Valley Drive and Gillmor Way prior to plat recordation.

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

PASSED AND ADOPTED this 21st day of July, 2016.

PARK CITY MUNICIPAL CORPORATION

Jack Thomas, MAYOR

ATTEST:

Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

Exhibit

Exhibit A- Proposed plat

Subdivision Plat (Third Amended) for the Intermountain Healthcare Park City Medical Campus / USSA Headquarters and Training Facility

Amending Lot 8, Subdivision Plat for the Intermountain Healthcare Park City Medical Campus / USSA Headquarters and Training Facility

A part of the West 1/2 of Section 35, T1S, R4E, Salt Lake Base & Meridian, U.S. Survey Park City, Summit County, Utah

SURVEYOR'S CERTIFICATE

I, Jason T. Fell, do hereby certify that I am a Professional Land Surveyor in the State of Utah, and that I hold Certificate No. 9232823 in accordance with Title 58 Chapter 23, Professional Engineers and Land Surveyors Licensing Act. I also do hereby certify that Subdivision Plat (Third Amended) for the Intermountain Healthcare Park City Medical Campus / USSA Headquarters and Training Facility Amending Lot 8, Subdivision Plat for the Intermountain Healthcare Park City Medical Campus / USSA Headquarters and Training Facility in Summit County, Utah has been correctly drawn to the designated scale and is a true and correct representation of the following description of lands included in said subdivision, based on data compiled from records in the Summit County Recorder's Office, and of a survey made on the ground in accordance with Section 17-23-17, Monumented Lot corners have been set as shown on this drawing.

I also certify that all the lots within the above referenced subdivision meet the frontage and area requirements of the Summit County Zoning Ordinance.

Signed this day of _____, 2016.

9232823 License No. Jason T. Fell

BOUNDARY DESCRIPTION

All of Lot 8, subdivision Plat (Second Amended) for the Intermountain Healthcare Park City Medical Campus USSA Headquarters and Training Facility, Park City, Summit County, Utah.

Being a part of the West Half of Section 35, Township 1 South, Range 4 East, Salt Lake Base and Meridian City, Morgan County, Utah.

Beginning of a point which is 3548.63 feet North 89°32'38" West along the Section line and 502.54 feet North 0°07'22" West to the Southeast corner of the Lot 10 also being on the West line of Round Valley Drive, and running thence two (2) courses along said Lot 10 as follows: (1) North 7°12'12" West 425.08 feet; (2) South 12°43'48" West 25.00 feet to the North line of Lot 8; thence North 7°16'12" West 260.51 feet along said North line to the Northwest corner thereof, being the Northwest corner of Lot 5; thence two (2) courses along said North line as follows: (1) North 7°24'08" West 81.81 feet; and (2) North 68°17'18" West 168.51 feet to the Easterly line of Gilmore Way and a point on the arc of a curve; thence five (5) courses along said Easterly line as follows: (1) Northwesterly along said Easterly line and the arc of a 250.00 foot Radius curve to the left a distance of 232.56 feet (Delta angle equals 17°45'03"); Center bears North 87°30'28" West, and Long Chord bears South 13°37'00" West 231.43 feet; (2) North 4°44'29" East 148.10 feet to a point of curvature; (3) Northwesterly along the arc of a 175.00 foot Radius curve to the right a distance of 141.32 feet (Delta Angle equals 48°16'52"); Center bears South 85°15'31" East, and Long Chord bears South 27°32'30" West 137.51 feet; (4) North 51°00'21" East 113.46 feet to a point of curvature; and (5) Northwesterly along the arc of a 225.00 foot Radius curve to the right a distance of 88.64 feet (Delta Angle equals 17°24'44"); Center bears North 38°59'29" West, and Long Chord bears South 42°18'08" West 68.38 feet to the Southeast corner of Lot 8; thence South 27°31'00" East 224.46 feet along the Southeast line of said Lot 8 to the most Southerly Corner thereof, being the Northwesterly Corner of Lot 7; thence South 31°15'55" West 248.40 feet to the Southeast corner of the Lot 7; thence North 88°19'27" East 580.89 feet along the Southerly line of said Lot 7 to the Southeast corner thereof, being on the West line of Round Valley Drive; thence three (3) courses along said West line as follows: (1) South 13°49'00" East 87.29 feet to a point of curvature; (2) Southerly along the arc of a 970.00 foot Radius curve to the right a distance of 488.43 feet (Delta Angle equals 28°54'55"); Center bears South 78°11'00" West, and Long Chord bears North 0°38'18" East 484.26 feet; and (3) South 15°05'35" West 15.10 feet to the point of beginning.

Contains: 9.934 acres

NARRATIVE

This Subdivision plat was requested by Mr. Morgan Beach for the purpose of amending the subdivision plat of the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility, Park City, Summit County, Utah for IHC Health Services, Inc.

A line bearing South 89°32'38" East between the Southwest Corner and the Southeast Corner of Section 35, Township 1 South, Range 4 East was used as the basis of bearings.

Lot corners were monumented as shown.

OWNER'S CERTIFICATION

The undersigned, being the owner of the herein described tracts of land, hereby sets apart and subdivides the same into the lots as shown on this plat, except as otherwise specified, and all statements shown on this plat shall be, and remain private for the sole and exclusive use of the lots of Lots 5 and 12.

Signed this day of _____, 2016

IHC Health Services, Inc., a Utah nonprofit corporation.

ACKNOWLEDGMENT

State of Utah
County of Summit } ss

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by _____

Residing At: _____
Commission Number: _____ A Notary Public commissioned in Utah
Commission Expires: _____

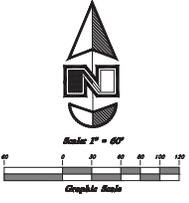
Print Name

SUMMIT COUNTY RECORDER

ENTRY NO. _____ FILED FOR RECORD AND RECORDED _____ IN BOOK _____ OF OFFICIAL RECORDS, PAGE _____, RECORDED FOR _____

SUMMIT COUNTY RECORDER

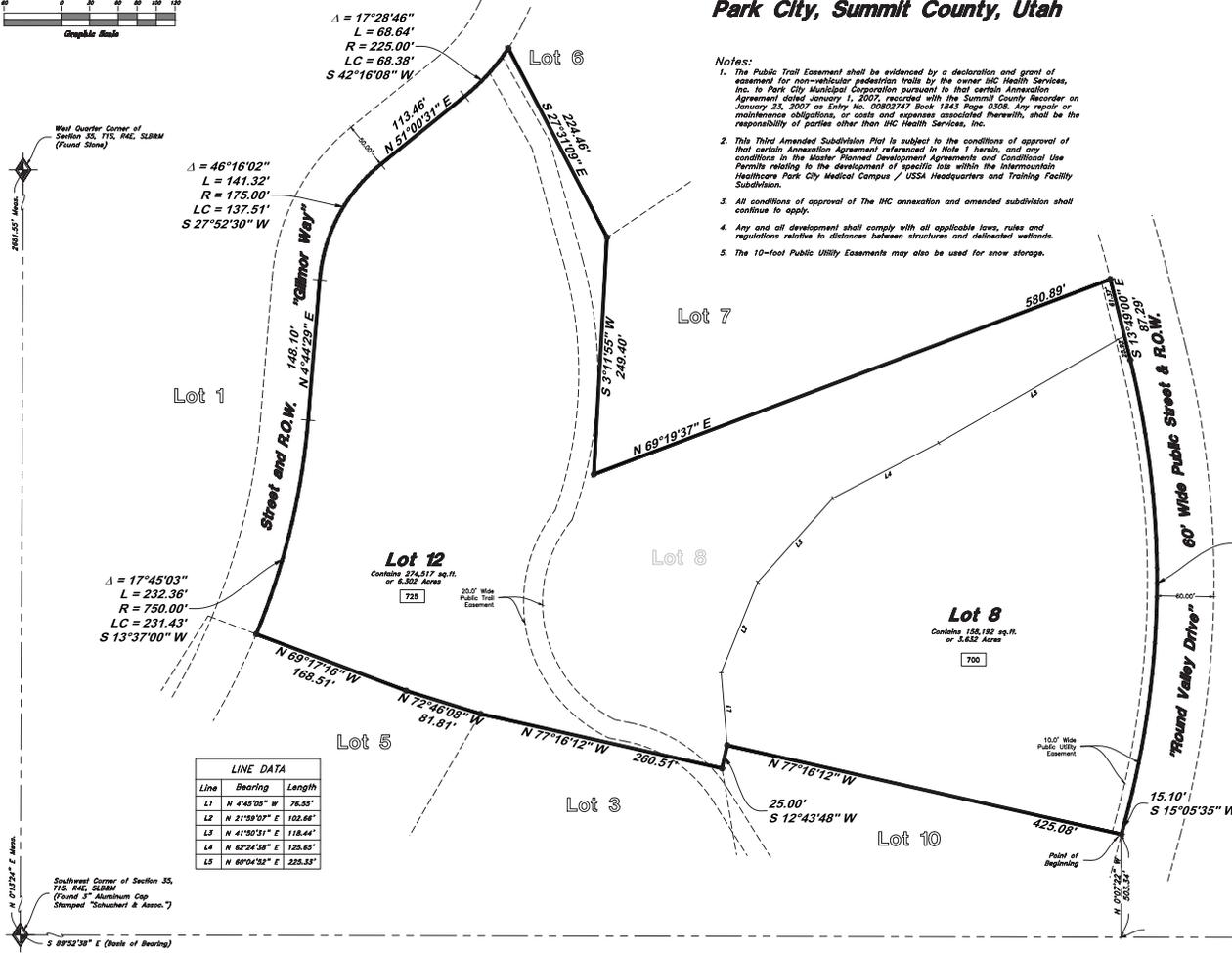
BY: _____ DEPUTY



LEGEND



A 5/8" rebar 24" long with plastic cap (see detail above) was set at all property corners as shown.



Line	Bearing	Length
L1	N 4°45'05" W	76.85'
L2	N 21°09'00" E	102.66'
L3	N 41°00'31" E	118.44'
L4	N 62°24'58" E	128.65'
L5	N 80°04'52" E	225.83'

Notes:

- The Public Trail Easement shall be evidenced by a declaration and grant of easement for non-vehicular pedestrian trails by the owner IHC Health Services, Inc. to Park City Municipal Corporation pursuant to that certain Annexation Agreement dated January 1, 2007, recorded with the Summit County Recorder on January 23, 2007 as Entry No. 200802747 Book 1843 Page 0308. Any repair or maintenance obligations, or costs and expense associated therewith, shall be the responsibility of parties other than IHC Health Services, Inc.
- This Third Amended Subdivision Plat is subject to the conditions of approval of that certain Annexation Agreement referenced in Note 1 herein, and any conditions in the Master Planned Development Agreement and Conditional Use Permit relating to the development of specific lots within the Intermountain Healthcare Park City Medical Campus / USSA Headquarters and Training Facility Subdivision.
- All conditions of approval of the IHC annexation and amended subdivision shall continue to apply.
- Any and all development shall comply with all applicable laws, rules and regulations relative to distances between structures and delineated wetlands.
- The 10-foot Public Utility Easements may also be used for snow storage.

GREAT BASIN ENGINEERING

5746 SOUTH 1475 EAST ORSKEN, UTAH 84043
 PH: (801) 974-9429 FAX: (801) 974-9424
 WWW.GREATBASINENGINEERING.COM

PARK CITY ENGINEER
 I hereby certify that I have had this Plat reviewed by this office and it is correct in accordance with available information on file in this office.
 Signed this _____ day of _____, 2016.

Signature _____

PARK CITY PLANNING COMMISSION
 Approved and Accepted by the Park City Planning Commission on this _____ day of _____, 2016.

Planning Commission Chair _____

PARK CITY COUNCIL APPROVAL
 Presented to the Park City Council this _____ day of _____, 2016, at which time this plat was approved.

City Recorder _____ Mayor _____

APPROVAL AS TO FORM
 Approved as to form on this _____ day of _____, 2016.

Park City Attorney _____

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
 Reviewed for conformance to Snyderville Basin Water Reclamation District standards on this _____ day of _____, 2016.

S.B.W.R.D. Authorized Representative _____

**PARK CITY MEDICAL CENTER
MEDICAL CAMPUS**

SUBDIVISION OF LOT

APRIL 2016

Background

The Park City Planning Commission approved an MPD amendment for the Park City Medical Center on January 13, 2016. This MPD amendment had three parts; locating Peace House on Lot 8 of the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility Subdivision and its partial fulfillment of Intermountain's affordable housing obligation for future phases of development, the subdivision of lot 8 into two lots, and administrative adjustments to conditions of approval from the October 8, 2014 MPD amendment.

The ground lease that Intermountain Healthcare signed with Peace House contemplated the subdivision of Lot 8 into an eastern 3.6 acre lot, which is to be the location of the new Peace House facility. The rest of the lot, 6.3 acres in the western portion of the lot, is to be retained by Intermountain Healthcare. Since Peace House had a deadline with Summit County to receive its CUP approval by the Park City to secure its county funding, the ground lease was written with a clause that Peace House would support Intermountain's subdivision of lot after the Peace House entitlements were approved by Park City.

Actions to Date

On August 26, 2015 the Park City Planning Commission reviewed the pre-MPD application and approved the concept of Peace House on lot 8 and the corrections to number 16 and number 17 of the conditions of approval from October 8th, 2014.

On September 21, 2015 Intermountain Healthcare submitted a revised pre-MPD application concerning the subdivision of Lot 8. The revised application requested that 3.6 acres on the east side of the lot remain as Lot 8, and be the location of Peace House. The 6.3 acres on the west side of the lot would remain with Intermountain Healthcare and be designated Lot 12. Lot 12 would contain the wetlands and have no density assigned to it.

On October 28th, the Park City Planning Commission held a public hearing and reviewed the pre-MPD requests for the subdivision of lot 8 and additional density. The commission accepted the subdivision request and put the formal action on the agenda for their November 11th meeting. The commission continued the discussion of additional density.

The Park City Planning Commission approved the pre-MPD request for the subdivision of Lot 8 on November 11, 2015.

Intermountain Healthcare submitted an application to amend the MPD for the Intermountain Healthcare Master Planned Development on November 10, 2015.

On January 13, 2015 the Park City Planning Commission held a public hearing and reviewed the amended MPD requests. The Planning Commission approved all three requests.

Subdivision Application

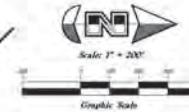
Intermountain is requesting that Park City approve the subdivision of Lot 8, with 3.6 acres of buildable land on the eastern portion of lot 8 to be for the new Peace House, immediately north of the Summit County Public Health Building. The remainder of the lot, the wetlands and the portion of the lot west of the trail become a new lot 12, to be retained by Intermountain Healthcare.

The attached exhibit from Great Basin Engineering shows the current Lot 8 with the proposed new lots. Lot 8 is the location of the new Peace House and Lot 12 to be retained by Intermountain Healthcare.

Intermountain requests approval of subdividing lot 8 into an eastern portion to be ground leased to Peace House, and a western portion to be retained by Intermountain.

Subdivision Plat for the Intermountain Healthcare Park City Medical Campus / USSA Headquarters and Training Facility

A part of the West 1/2 of Section 35, T1S, R4E,
Salt Lake Base & Meridian, U.S. Survey
Park City, Summit County, Utah

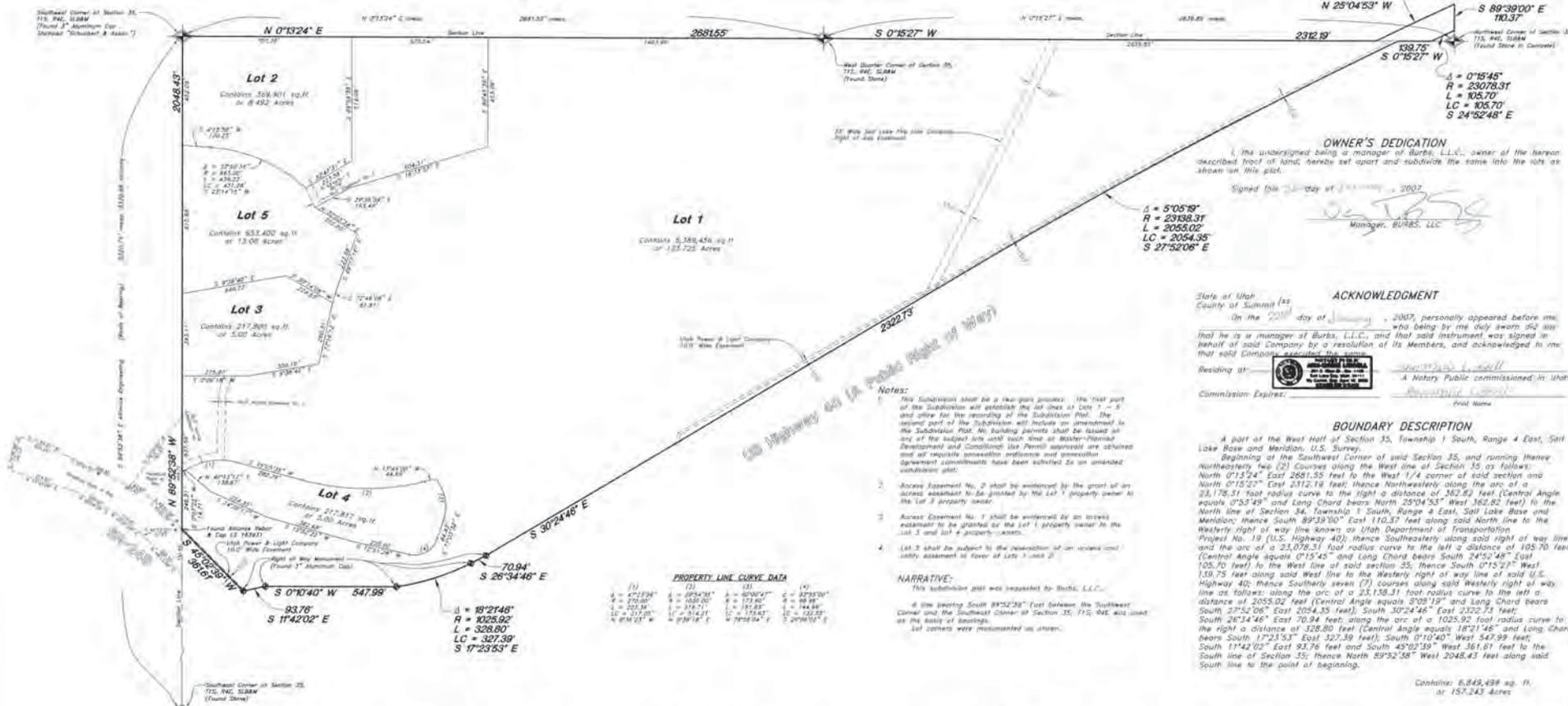


SURVEYOR'S CERTIFICATE

I, Mark E. Bobbitt, a Registered Professional Land Surveyor in the State of Utah, do hereby certify that this subdivision plat of the Intermountain Healthcare Park City Medical Campus / USSA Headquarters and Training Facility, in Park City, Summit County, Utah has been correctly drawn to the designated area and is a true and correct representation of the following description of lands included in said subdivision.

Signed this 18th day of January, 2007.
16648#
License No. *Mark E. Bobbitt*
Mark E. Bobbitt

- LEGEND**
- Set Iron or Copper
 - 3/4" x 3/8" Iron (24" long)
 - 1/2" Cap of Ferrous
 - Easement
 - Easement
 - Yellow Marker & Cap
 - 3/4" x 1/2" x 1/2"
 - Exact Right of Way Monument



OWNER'S DEDICATION

I, the undersigned being a manager of Burbs, LLC, owner of the herein described tract of land, hereby set apart and subdivide the same into the lots as shown on this plat.

Signed this 18th day of January, 2007.
Mark E. Bobbitt
Manager, BURBS, LLC

ACKNOWLEDGMENT

I, *Mark E. Bobbitt*, personally appeared before me, who being by the duly sworn and who that he is a manager of Burbs, LLC, and that said instrument was signed in behalf of said Company by a resolution of its Members, and acknowledged to me that said Company executed the same.
Residing at: *1000 S. 1000 E.*
A Notary Public commissioned in Utah
Commission Expires: *12/31/2007*

BOUNDARY DESCRIPTION

A part of the West Half of Section 35, Township 1 South, Range 4 East, Salt Lake Base and Meridian, U.S. Survey.
Beginning at the Southwest Corner of said Section 35, and running thence North 0°15'24" East 2681.55 feet to the West 1/4 corner of said section and North 0°15'27" East 2312.19 feet; thence Northwesterly along the arc of a 23,178.31 foot radius curve to the right a distance of 362.52 feet (Central Angle equals 0°55'49" and Long Chord bears North 25°04'53" West 362.52 feet) to the North line of Section 34, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence South 89°39'00" East 110.37 feet along said North line to the Westerly right of way line known as Utah Department of Transportation, Project No. 19 (I-15 Highway 40); thence Southwesterly along said right of way line and the arc of a 23,078.31 foot radius curve to the left a distance of 105.70 feet (Central Angle equals 0°15'45" and Long Chord bears South 24°52'48" East 105.70 feet) to the West line of said section 35; thence South 0°15'27" West 150.75 feet along said West line to the Westerly right of way line of said U.S. Highway 40; thence Southerly seven (7) courses along said Westerly right of way line as follows: along the arc of a 23,159.11 foot radius curve to the left a distance of 2055.02 feet (Central Angle equals 5°09'19" and Long Chord bears South 37°52'06" East 2054.55 feet); South 30°24'46" East 2322.73 feet; South 26°24'46" East 70.94 feet; along the arc of a 1025.92 foot radius curve to the right a distance of 328.80 feet (Central Angle equals 18°21'46" and Long Chord bears South 17°21'51" East 327.39 feet); South 0°10'40" West 547.99 feet; South 17°42'02" East 93.76 feet and South 45°02'59" West 361.67 feet to the South line of Section 35; thence North 89°52'58" West 2048.43 feet along said South line to the point of beginning.

PROPERTY LINE CURVE DATA

(1)	(2)	(3)	(4)
Δ = 4°23'28"	Δ = 89°54'14"	Δ = 80°00'00"	Δ = 22°52'51"
R = 270.00'	R = 168.00'	R = 171.60'	R = 99.99'
L = 302.91'	L = 119.11'	L = 191.87'	L = 144.88'
LC = 217.95'	LC = 51.431'	LC = 173.83'	LC = 123.59'
B = 81°03'31"	B = 89°54'14"	B = 79°54'54"	B = 29°00'00"

NARRATIVE:

This subdivision plat was requested by Burbs, LLC.
It shows Section 35, Township 1 South, Range 4 East, Salt Lake Base and Meridian, U.S. Survey, and the Southwest Corner of the Southeast Quarter of Section 35, T1S, R4E was used as the basis of bearings.
Set corners were monumented as shown.

PARK CITY ENGINEER
I hereby certify that I have had this Plat reviewed by this office and it is correct in accordance with available information on file in this office.
Signed this 18th day of January, 2007.
Mark E. Bobbitt
Signature

PARK CITY PLANNING COMMISSION
Approved and Accepted by the Park City Planning Commission on this 18th day of January, 2007.
Michael White
Planning Commission Chair

PARK CITY COUNCIL APPROVAL
Presented to the Park City Council this 11th day of January, 2007.
Approved and Accepted by the Park City Council on this 18th day of January, 2007.
Dana Williams
Mayor

APPROVAL AS TO FORM
Approved as to form on this 18th day of January, 2007.
Mark E. Bobbitt
Surveyor

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
Reviewed for conformance in Snyderville Basin Water Reclamation District standards on this 22nd day of January, 2007.
Mark E. Bobbitt
Authorized Representative

SUMMIT COUNTY RECORDER
FILED 2007149
RECORDED 1-23-07
SUMMIT COUNTY RECORDER
Office of County Clerk





February 2, 2016

Morgan Busch
36 South State Street, 8th Floor
Salt Lake City, UT 84111

NOTICE OF PLANNING COMMISSION ACTION

Application # PL-15-02999
Address 700 and 900 Round Valley Drive
Description Second Amended IHC Master Planned Development Application for the following amendments:

1. Affordable Housing and locating Peace House on Lot 8.
2. Subdivision of Lot 8 into two lots.
3. Administrative adjustments to conditions of approval from First Amended IHC Master Planned Development of October 8, 2014. Requirement of a Development Agreement to memorialize MPD Amendments.

Date of Action January 13, 2016

On January 13, 2016, the Park City Planning Commission called a meeting to order, a quorum was established, a public hearing was held, and the Planning Commission discussed and approved your application based on the following findings of fact, conclusions of law, and conditions of approval:

Findings of Fact

1. On November 10, 2015, the City received a complete application for an MPD Amendment for the Intermountain Healthcare Master Planned Development (IHC MPD).
2. The proposed MPD Amendment includes the following items:
 - Allow the Peace House facility to be located on Lot 8 of the IHC/USSA subdivision plat to fulfill a portion of the remaining affordable housing obligation for the IHC MPD. A Conditional Use Permit (CUP) is required prior to building permit issuance. A CUP application was submitted for concurrent review with the MPD Amendment application.
 - Allow Lot 8 to be subdivided into two lots with the eastern 3.6 acres proposed to be leased to the Peace House as Lot 8 and the western 6.334 acres to become a new Lot 12 retained by the Intermountain Healthcare with no density assigned to it. A plat amendment application is required and has not yet been submitted.
 - Add 50 Unit Equivalents (UE) of density as 50,000 square feet of support medical offices/clinics to the overall IHC MPD to be located on Lot 1. **(Note- this item**

was continued for further analysis and discussion with Staff recommendation to bring it back to the Planning Commission later in 2016.)

- Make administrative corrections to conditions #16 and #17 of the October 8, 2014, approval of the First Amended IHC MPD.
 - Include a condition of approval requiring recordation of a Development Agreement to cover all items of the original MPD as well as the First and Second Amendments.
3. The IHC MPD was approved by the Planning Commission on May 23, 2007.
 4. A First Amended IHC MPD was approved by the Planning Commission on October 8, 2014, transferring assigned medical support density from Lots 6 and 8 to Lot 1, along with other amendments related to Phase 2 of the Medical Center construction.
 5. The IHC MPD consists of Lots 1, 2, 4, 5, 6, 7, 8, 9, 10, and 11 of the Second Amended Intermountain Healthcare Park City Medical Campus / USSA Headquarters and Training Facility Subdivision (IHC/USSA Subdivision) approved and recorded at Summit County on November 25, 2008.
 6. The property is generally located on Round Valley Drive west of US 40 and east of Round Valley in the Quinn's Junction neighborhood of Park City.
 7. The approved IHC MPD includes an Intermountain Healthcare Hospital of 300,000 square feet (180 Unit Equivalents) located on Lot 1 and Support Medical Office space of 150,000 square feet (150 Unit Equivalents) located on Lots 1, 7, and 10.
 8. Lot 2 of the IHC/USSA Subdivision plat is dedicated as open space.
 9. Lot 3 is not part of the IHC MPD and is the location of the USSA Headquarters and Training Center MPD.
 10. Lot 4 was the original location of 28 affordable, deed restricted townhouse units incorporated into the Park City Heights neighborhood during the Park City Heights MPD approval. Lot 4 currently has no designated density and is an open space lot.
 11. Lot 5 was dedicated and transferred to the City for future recreation uses.
 12. The density initially designated for Lot 6 was transferred to Lot 1 with the First Amendment to the MPD.
 13. Lot 7 contains the 25,000 sf medical support office density and is also known as Physician Holdings or MOB (Medical Office Building).
 14. The density initially designated for Lot 8 was transferred to Lot 1 with the First Amendment to the MPD.
 15. Lot 9 contains a small Questar gas regulating facility.
 16. Lot 10 is the location of the Summit County Health Department and People's Health Clinic utilizing 25,000 sf of support medical office density. Summit County has a ground lease from IHC on this lot.
 17. Lot 11 is the one acre lot around Lot 9, owned by IHC and not designated as to use or density.
 18. This MPD amendment is being processed concurrent with a Conditional Use Permit application submitted for the Peace House proposed to be located on the eastern portion of Lot 8 with a ground lease to the property from IHC.
 19. The Peace House includes approximately 25,964 sf of emergency shelter and transitional housing, 8,622 square feet of shelter and housing support uses related to the Peace House mission, 2,096 square feet of circulation and back of house uses (mechanical, storage, etc.), and 4,096 square feet. The proposed building also includes a 4,096 square foot parking structure for a gross building size of

approximately 41,000 square feet.

20. On June 4, 2015 the Park City Housing Authority approved an amended Housing Mitigation Plan outlining the affordable housing strategy for the IHC MPD and approved the Peace House as part of that strategy.
21. The June 4, 2015 Housing Authority approval included a condition of approval that future density increases for the IHC Medical Campus at Park City Medical Center will be reduced by 10 AUEs or 8,000 square feet to address the issue that a portion of the Peace House facility is provided as satisfaction of an affordable housing obligation for the Tanger Outlet expansion through the Summit County approvals.
22. The June 4, 2015 Housing Authority approval also included a condition that if the Peace House ceases operation of their program on Lot 8 prior to 50 years from the date of signing the amended Housing Mitigation Plan agreement, IHC will owe the City 12.5 AUEs.
23. The Park City Housing Authority is the decision making body responsible for approving any amendments to the IHC MPD Affordable Housing Mitigation Plan and for determining the number of AUEs the Peace House facility will count for. A final Housing Mitigation Plan will be reviewed by the Park City Housing Authority based on uses, residential units, and square footages of the final approved Peace House CUP.
24. The IHC MPD is subject to the IHC/USSA/Burbidge Annexation plat approved by the Park City Council on December 7, 2006, with an effective date of January 1, 2007.
25. A plat amendment application is required to be submitted for review by the Planning Commission with final action by the City Council in order to subdivide Lot 8.
26. An Annexation Agreement for this property was recorded on January 23, 2007.
27. The Annexation Agreement is currently the Development Agreement for the MPD and sets forth maximum building floor areas, development location, and conditions related to developer-provided amenities on the various lots of the IHC/USSA subdivision plat, such as roads, utilities, and trails.
28. The property is located in the Community Transition (CT) Zone.
29. The maximum Building Height in the CT Zone is 28 feet (33 feet with a pitched roof). The IHC MPD provided height exceptions for the Park City Medical Center on Lot 1. The remaining lots are subject to the CT Zone Height. No changes to MPD approved heights are proposed.
30. The proposed Peace House building on Lot 8 complies with the maximum Building Height of the CT Zone.
31. The setbacks within the CT Zone are twenty five feet (25') in the front, rear, and sides. The proposed Peace House building complies with these setback requirements.
32. There is no minimum lot size in the CT Zone.
33. The base density in the CT Zone is 1 unit per 20 acres. Maximum density allowed in the CT Zone for non-residential projects is 3 units per acre provided that all Density bonus requirements set forth in LMC Section 15-2.23 A are met and the additional standards are incorporated into the Master Planned Development. This MPD Amendment does not change the allocated density within the IHC MPD.
34. Eighty percent (80%) open space is required for approved density and this MPD Amendment does not change the total open space within the MPD. With construction of the Peace House facility the open space for the entire annexation

area will be at approximately 85%.

35. Trails and linkages to trails as shown on the approved IHC MPD comply with the City's Master Trail Plan. No changes to the trails or linkages are proposed with this MPD Amendment.
36. A pre-MPD application for these MPD Amendments was submitted on September 14, 2014 and reviewed by the Planning Commission on April 8th, August 26th, October 28th, and Nov 11th, 2015. The Planning Commission conducted public hearings on these dates and made findings that the proposed MPD Amendments initially comply with the intent of the Park City General Plan and general purposes of the Community Transition (CT) Zoning District.
37. Green Building requirements are part of the Annexation Agreement and continue to apply to the Peace House CUP.
38. Administrative corrections to conditions #16 and #17, of the October 8, 2014 approval of the First Amended IHC MPD, are included as part of these MPD amendments.
39. Condition #16 was left over from the original MPD approval and states that prior to issuance of a building permit for future phases the applicant and Staff shall verify that all items agreed to by the applicant (as listed in Finding of Fact #21 of the original approval), as mitigation for the loss of the use of the planned ball field at the Park City Recreation Complex, have been completed. The applicant and Staff verified that these items have been satisfied and this Condition is not necessary and should not be included in the language of the Development Agreement.
40. Condition #17 states that the applicant shall conduct and present to the Planning Commission a parking study of the Medical Center site as part of the October 8th Amendments. The Commission discussed the timing of the study and determined that the study was not needed with the Second Phase of construction but should be included with any applications for future construction of the Medical Center.
41. A condition of approval requiring recordation of a Development Agreement to cover items of the original MPD as well as the First and Second Amendments is included as part of this amended MPD.
42. The **Analysis** section of this staff report is incorporated herein.

Conclusions of Law:

1. The MPD amendment, as conditioned, complies with all the requirements of the Land Management Code.
2. The MPD amendment, as conditioned, meets the minimum requirements of Section 15-6-5 of the LMC Code.
3. The MPD amendment, as conditioned, is consistent with the Park City General Plan.
4. The MPD amendment, as conditioned, provides the highest value of open space, as determined by the Planning Commission.
5. The MPD amendment, as conditioned, strengthens and enhances the resort character of Park City.
6. The MPD amendment, as conditioned, compliments the natural features on the Site and preserves significant features or vegetation to the extent possible.
7. The MPD amendment, as conditioned, is Compatible in Use, scale and mass with adjacent Properties, and promotes neighborhood Compatibility.
8. The MPD amendment provides amenities to the community so that there is no net

loss of community amenities.

9. The MPD amendment, as conditioned, is consistent with the employee Affordable Housing requirements as adopted by the City Council at the time the Application was filed.
10. The MPD amendment, as conditioned, meets the provisions of the Sensitive Lands provisions of the Land Management Code. The project has been designed to place Development on the most Developable Land and least visually obtrusive portions of the Site.
11. The MPD amendment, as conditioned, promotes the Use of non-vehicular forms of transportation through design and by providing trail connections.
12. The MPD amendment has been noticed and public hearing held in accordance with this Code.

Conditions of Approval:

1. All applicable conditions of approval of the IHC/USSA Annexation Agreement shall apply to this MPD amendment.
2. All applicable conditions of approval of the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility Second Amended subdivision plat shall apply.
3. Construction of the Peace House facility on Lot 8 shall be subject to an approved Conditional Use Permit, as well as to all applicable conditions of approval of the MPD, as amended, the Annexation Agreement, and the Subdivision plat.
4. A Development Agreement specifically for the IHC Master Planned Development, as amended, shall be ratified by the Planning Commission within 6 months of final action on the MPD Amendment application.
5. The Development Agreement shall reiterate all applicable requirements of the Annexation Agreement, as well as zoning requirements related to findings, conclusions, and conditions of approval of the MPD, included the approved amendments.
6. The Development Agreement shall include an express reservation of the future legislative power and zoning authority of the City, a copy of the approved MPD plans and any other plans that are a part of the Planning Commission approval, a description of all Developer exactions or agreed upon public dedications, an agreement to pay all specified impact fees; a description of the form of ownership anticipated for the project; and a list and map of all known Physical Mine Hazards on the property.
7. All construction within the IHC MPD is subject to the plat notes and conditions of approval of the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility amended subdivision plat recorded at Summit County on November 25, 2008, as well as conditions of approval of the IHC MPD, as amended, including amendments to Conditions #16 and #17 of the October 8, 2014 MPD Amendment approval, as described in #8 below.
8. Conditions #16 and #17 of the October 8, 2014 approval of the First Amended IHC MPD shall be amended, and reflected in the development agreement, as follows:
 - a) Condition #16 shall be deleted.
 - b) Condition #17 shall be amended to state the following: The applicant shall submit a parking study as part of an application for the next Medical Center expansion. The

study shall include qualified transportation professionals recommendations addressing the potential impact of reduced parking ratios in future phases and a comprehensive program to increase utilization of underutilized parking areas; along with impacts to street intersections out to and including SR-248.

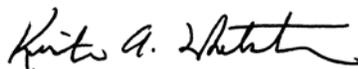
9. In order to create a separate lot of record for the Peace House, a plat amendment application would be required to be submitted to the City.

In addition, during the pre-MPD application discussions with the Planning Commission the issue of whether a Park City Fire District Fire Station was an appropriate use within the MPD was discussed. It was supported to be an appropriate use, with the issue of location and density allocation to be determined during future discussions of the request for 50 UE of additional density for the IHC-MPD.

In addition to the above conditions of approval, staff notes that all conditions of approval of the May 23, 2007 IHC-MPD approval, as well as all conditions of approval of the October 8, 2014, First Amended IHC-MPD approval, shall continue to apply as applicable.

If you have questions regarding your project or the action taken please don't hesitate to contact me at (435) 615-5066 or kirsten@parkcity.org. I will review the Planning Commission schedule and identify a meeting in early spring to continue discussions regarding additional density requested by IHC.

Sincerely,



Kirsten Whetstone, MS, AICP
Senior Planner

Park City Planning Department
PO Box 1480
Park City, UT 84060



February 2, 2016

Morgan Busch
36 South State Street, 8th Floor
Salt Lake City, UT 84111

Doug Clyde
Mountain Resort Consulting Services, LLC
PO Box 561
5258 North New Lane
Oakley, UT 84055

NOTICE OF PLANNING COMMISSION ACTION

<u>Application #</u>	PL-15-03000
<u>Address</u>	700 Round Valley Drive
<u>Description</u>	Conditional Use Permit
<u>Action Taken</u>	Approved with conditions
<u>Date of Action</u>	January 13, 2016

On January 13, 2016, the Park City Planning Commission called a meeting to order, a quorum was established, a public meeting was held, and the Planning Commission approved your application based on the following findings of fact, conclusions of law, and conditions of approval:

Findings of Fact:

1. This Conditional Use Permit is for the Peace House facility proposed on a 3.6 acre portion of Lot 8 of the Second Amended Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility Subdivision plat approved by the City Council and recorded at Summit County on November 25, 2008.
2. Lot 8 includes a total lot area of approximately 9.934 acres. Peace House has recently entered into a 50 year ground lease from IHC on the eastern 3.6 acres of Lot 8.
3. The property is subject to the Amended Intermountain Healthcare Master Planned Development (IHC MPD), originally approved on December 7, 2006 and amended in 2014 to transfer support medical office uses from Lots 6 and 8 to Lot 1.
4. On February 18, 2015, IHC submitted a pre-MPD application for various amendments to the IHC MPD. On June 18, 2015 a revised pre-MPD application was

submitted with a specific request for consideration of the Peace House facility to be located on Lot 8 as fulfillment of the affordable housing requirements for the next phase of construction of the IHC Park City Medical Center.

5. The revised pre-MPD application was reviewed by the Planning Commission on August 26, 2015 and the Planning Commission made a finding that the proposed MPD amendments specific to the Peace House on Lot 8 were generally consistent with the purpose statements of the CT Zoning District and the goals and objectives of the General Plan.
6. On November 10, 2015, applications for a second amendment to the IHC MPD and this Conditional Use Permit for the Peace House on a portion of Lot 8 were submitted to the Planning Department.
7. The applications were considered complete on November 10, 2015.
8. The property is located in the CT Zoning District.
9. The property is currently undeveloped and consists of native grasses and low vegetation with an area of delineated wetlands located to the north and west of the proposed building.
10. The wetlands delineation was done more than five years ago and will need to be updated, re-delineated and re-submitted to the Corp.
11. The proposed Peace House facility consists of approximately 37,600 square feet of new construction for an emergency shelter for victims of domestic violence; including emergency and transitional housing, support uses (day care, counseling, training, common kitchen and living areas, laundry, storage, and administrative offices), and twelve structured parking spaces. An additional 42 surface parking spaces in two separated lots are proposed. An enclosed landscaped courtyard is proposed for outdoor activities.
12. As a mixed use building the Land Management Code requires in the range of 45-50 parking spaces. A total of 54 spaces are proposed.
13. The building is two stories and at the tallest point is 27'10" above existing grade and complies with the 28' height restrictions of the CT Zoning District. The proposed building complies with required horizontal and vertical articulation.
14. The proposed mass and scale of the building, as well as the architectural design, materials, and colors are consistent with adjacent buildings in the surrounding area.
15. Adjacent to the north is the two story Physician Holdings support medical offices and clinic building and adjacent to the south is the two story Summit County Public Health and People's Health Clinic building.
16. The proposed building is setback more than 25' from all property lines and complies with the minimum 25' setbacks from property lines required by the CT Zoning District. The building and parking area comply with the required 50' setbacks from delineated wetlands located to the north and west of the proposed building.
17. Access to the site is from Round Valley Drive, an existing public street that intersects with State Road 248 at a signalized intersection approximately a half mile to the south.
18. Two driveway entrances are proposed for the facility. The southern driveway is proposed as a shared driveway with Summit County Health. This driveway currently exists and is proposed to become a secured access to the structured and secured surface parking. A northern driveway, separated by approximately 300' from the

southern driveway, provides access to the main parking area and building's front entrance. An access easement agreement is required prior to using the shared driveway.

19. There are existing sidewalks along the street frontage as well as interconnecting paved trails throughout the subdivision. The site plan proposes a 6' sidewalk connecting the front entrance to the existing sidewalk on Round Valley Drive.
20. The proposed Conditional Use Permit is consistent with the Second Amended IHC MPD that identifies Lot 8 as an approved location for the Peace House as an emergency shelter with emergency and transitional housing, as well as support uses, to satisfy a portion of the remaining IHC MPD affordable housing obligation.
21. On June 4, 2015, the City's Housing Authority approved the amended IHC MPD Housing Mitigation plan allowing the Peace House facility, including housing and support uses, to satisfy affordable housing mitigation requirements for the IHC MPD.
22. The Peace House facility does not require the use of Unit Equivalents because the Peace House facility satisfies the affordable housing requirements on-site for the MPD per LMC Section 15-6-8.
23. The **Analysis** section of this staff report is incorporated herein.

Conclusions of Law:

1. The CUP, as conditioned, is consistent with the IHC Master Planned Development, as amended, and the Park City Land Management Code.
2. The CUP, as conditioned, is consistent with the Park City General Plan.
3. The proposed use, as conditioned, is compatible with the surrounding structures in use, scale, mass and circulation.
4. The effects of any differences in use or scale have been mitigated through careful planning.

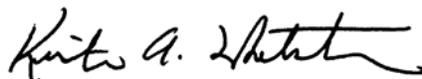
Conditions of Approval:

1. All standard conditions of approval apply to this Conditional Use Permit.
2. A final landscape plan shall be submitted with the building permit application. The Planning Department shall review and approve the final landscape plan prior to issuance of a building permit. The plan shall include water efficient landscaping and irrigation, snow storage areas, defensible space requirements, and additional berming and landscaping to screen parking and security walls from Round Valley Drive.
3. All exterior lighting, including parking lot lighting, must comply with the City's lighting requirements as outlined in LMC Chapter 5. Final compliance with the City's lighting requirements will be verified at the time of building permit plan review and prior to issuance of a certificate of occupancy.
4. A security lighting plan shall be submitted with the building permit application for Planning Department review and approval.
5. All exterior signs require a sign permit, approved by the Planning and Building Departments, prior to installation.
6. The final building plans (site and landscape plans, building design, articulation, materials, colors, and design details) shall be in substantial compliance with the plans and drawings reviewed by the Planning Commission on January 13, 2016.

7. Final utility, storm water, and grading plans must be approved by the City Engineer prior to Building Permit issuance.
8. The Park City Housing Authority has the final authority to approve the IHC Housing Mitigation Plan and to determine how the Peace House Facility fulfills affordable housing obligations required by the IHC Annexation and Amended IHC Master Planned Development.
9. The wetlands delineation shall be updated and re-submitted to the Corp for approval prior to issuance of a building permit.
10. Dry utility infrastructure must be located on the property and shown on the building plans prior to building permit issuance to ensure that utility companies verify that the area provided for their facilities are viable and that exposed meters and boxes can be screened with landscaping.
11. Terms of the ground lease shall include a time frame of 40 years or longer.
12. Any future changes to the use of the building or property, as other than transitional and/or other affordable housing, will require a Conditional Use Permit and may depending upon the use, require an amendment to the IHC MPD Housing Mitigation Plan and the provision of additional affordable housing.
13. The applicant shall demonstrate at the time of Building Permit application that the building plans and construction meets the NAHB Green Standards or a LEED Certificate level. All appliances and products, including light bulbs shall be Energy Star qualifying products.
14. The access easement agreement for the shared driveway with Summit County Health Department shall be recorded at Summit County prior to issuance of a certificate of occupancy for the Peace House.

If you have questions regarding your project or the action taken please don't hesitate to contact me at (435) 615-5066 or kirsten@parkcity.org.

Sincerely,



Kirsten Whetstone, MS, AICP
Senior Planner

Park City Planning Department
PO Box 1480
Park City, UT 84060



SNYDERVILLE BASIN

WATER RECLAMATION DISTRICT

2800 HOMESTEAD RD, PARK CITY, UT 84098 WWW.SBWRD.ORG T 435-649-7993 F 435-649-8040

EXHIBIT G

May 26, 2016

Morgan Busch
Senior Strategic Planning Consultant
Intermountain Healthcare
36 South State Street, Ste. 1600
Salt Lake City, UT 84111

Subject: Lot 8 & 12, Intermountain Health Care Park City Medical Camps
Plat Review

Dear Mr. Busch,

Snyderville Basin Water Reclamation District has reviewed the referenced plat and has determined that it conforms to District regulations.

Please contact me to schedule a time to sign the plat after the Owner's Dedication has been signed.

Sincerely,

Bryan D. Atwood, P.E.
District Engineer

cc: Kirsten Whetstone, PC Planning Dept.
Plat Review File



DATE: July 21, 2016

TO HONORABLE MAYOR AND COUNCIL

The proposed National Ability Center (NAC) Subdivision creates a 26.2 acre platted lot of record for the entire National Ability Center property (Exhibit A). See Exhibit B for applicant's letter and Exhibit C for existing conditions and photographs of the property. On June 22, 2016, the Planning Commission voted unanimously to forward a positive recommendation to the City Council.

Respectfully:

Kirsten Whetstone, Senior Planner

City Council Staff Report

Application: PL-16-03140
Subject: National Ability Center (NAC) Subdivision
Author: Kirsten Whetstone, MS, AICP- Senior Planner
Date: July 21, 2016
Type of Item: Legislative

Summary Recommendations

Staff recommends City Council conduct a public hearing on the National Ability Center Subdivision plat, consider input, and consider approving the subdivision plat pursuant to the findings of fact, conclusions of law, and conditions of approval stated in the attached Ordinance.

Description

Applicant: John Serio, National Ability Center
Representative: Michael Barille
Location: 1000 Ability Way
Zoning: Recreation Open Space (ROS)
Adjacent Land Uses: Round Valley Open Space, Quinn's Recreation Complex, Park City Ice Rink
Reason for Review: Subdivision plats require public hearing and recommendation by the Planning Commission with final action by City Council.

Summary of Proposal

The proposed National Ability Center (NAC) Subdivision creates a 26.2 acre platted lot of record for the entire National Ability Center property (Exhibit A). See Exhibit B for applicant's letter and Exhibit C for existing conditions and photographs of the property.

Acronyms

AICP- American Institute of Certified Planners
CT- Community Transition Zoning District
CUP- Conditional Use Permit
LMC- Land Management Code
MPD- Master Planned Development
NAC- National Ability Center
ROS- Recreation Open Space Zoning District
SBWRD- Snyderville Basin Water Recreation District
SPA- Specially Planned Area

Purpose of the ROS Zoning

The purpose of the Recreation and Open Space (ROS) District is to:

- (A) establish and preserve districts for land uses requiring substantial Areas of open land covered with vegetation and substantially free from Structures, Streets and Parking Lots,
- (B) permit recreational Uses and preserve recreational Open Space land,
- (C) encourage parks, golf courses, trails and other Compatible public or private recreational Uses, and
- (D) preserve and enhance environmentally sensitive lands, such as wetlands, Steep Slopes, ridge lines, meadows, stream corridors, and forests.
- (E) encourage sustainability, conservation, and renewable energy.

The ROS zone allows for a variety of conservation, open space, and recreation uses. It was determined at the time of the annexation that the National Ability Center was consistent with the purpose and uses of the zone.

Background

The site is described as Parcel # PCA-97-B, a metes and bounds parcel of land located in the Quinn's Junction neighborhood of Park City. Access to the property is from Round Valley Drive and Gillmor Way, which are public streets and Ability Way, which is a private access drive. See Exhibit C for existing conditions and Exhibit H for photographs of the property. The 26.2 acre parcel was annexed to Park City in 2004 as part of the National Ability Center and Quinn's Recreation Complex Annexation. A Development and Water Service Agreement (Exhibit D) describing conditions of water services was part of the Annexation documents.

The parcel was deeded to the NAC by Florence Gillmor and restricted to adaptive recreational programs, including equestrian, fitness, therapy and various related and complimentary recreational activity facilities. The National Ability Center (NAC) is a non-profit organization specializing in community sports, recreation, therapy, and education programming. Overnight lodging is also provided for participants.

Prior to annexation, the property received approval of a Specially Planned Area (SPA) by Summit County (Exhibit E) on July 26, 1999. The NAC Specially Planned Area (SPA) allowed for development of various uses and buildings and was recorded at Summit County on August 3, 1999.

The property currently includes a 24,800 sf equestrian arena (17,150 sf indoor arena and 7,650 sf of stalls and offices) an outdoor challenge course, a playground area, an outdoor equestrian arena, a 2,200 sf archery pavilion, a gazebo, various barns and storage buildings, an 18,300 sf residential dormitory building, a 12,780 sf support administrative building, and 113 parking spaces. A Conditional Use Permit for a hay storage barn was approved in 2015 and constructed in 2016.

On December 10, 2014, the Planning Commission held a public hearing, discussed a pre-MPD application for proposed expansion of the National Ability Center and found the pre-MPD application generally in compliance with the General Plan and underlying zoning (Exhibit F). The Commission requested details of the lodging uses and buildings be provided at the time of MPD submittal (specifically user groups as well as building

height and architecture).

On January 26, 2016, the City received a complete application for a Master Planned Development (MPD) located at 1000 Ability Way. The MPD application proposes the following main items:

- Additional lodging (22,266 sf) (requesting a height exception from 33' to 45')
- Expansion of the indoor equestrian arena (12,188 sf)
- An addition to the existing administration building for office uses (3,400 sf)
- Center campus activity/multi-purpose area (7,000 sf)
- Archery Pavilion, classrooms, restrooms (2,200 sf)

An additional 101 parking spaces are requested, along with future improvements to the stables, equipment and storage sheds, challenge ropes course, interior plaza and landscaping, in addition to a small greenhouse for gardening programming, a test track area, and a tent platform/single room camping cabins area to foster self-reliance in camping and outdoor skills.

A phasing plan for these improvements identifies the proposed equestrian addition, campground, ropes course and archery expansion, admin building addition, and 50 parking spaces as Phase I, for construction over the next two to five years. Phase II, consisting of additional lodging, the activity center enclosure and additional parking, is proposed to be constructed in the next seven to nine years (2-4 years following completion of Phase I).

The proposed MPD was noticed for an April 13, 2016, Planning Commission meeting. The item was continued to May 11, 2016, where it was continued to a date uncertain to allow additional time for staff to research the existing zoning in greater detail to address the Planning Director's determined that the ROS Zone does not specifically allow a Master Plan Development or lodging uses. Staff is preparing an analysis of a future rezoning of the property from Recreation Open Space (ROS) to Community Transition (CT).

On April 12, 2016, the City received a completed application for the National Ability Center Subdivision plat proposing one platted lot of record (Lot 1) consisting of 26.2 acres.

On June 22, 2016, the Planning Commission held a public hearing on the National Ability Center Subdivision Plat. No public input was provided at the meeting and the Commission voted unanimously to forward a positive recommendation to the City Council.

Analysis

The proposed subdivision plat (Exhibit A) consists of one lot consisting of 26.2 acres and in compliance with the Land Management Code, Section 15-7: Subdivisions regarding lot layout, utilities and trails, public easements, wetlands protection, public access, utility access and easements, grading and storm drainage. The plat meets requirements of the ROS District. Easements for public utilities, access, and public trails shall be shown on the plat. Power, water, and sewer are available to the subdivision (Exhibits G and H) and provisions of the approved annexation ordinance remain in effect with this subdivision plat.

The proposed one lot plat is consistent in size and location with the existing metes and bounds described parcel and consistent with the National Ability Center SPA approved at Summit County. There is no minimum or maximum lot size in the ROS District. 27. No changes are proposed to the existing property lines or to the location of platted Round Valley Drive or to platted Gillmor Way.

A previous wetlands delineation of the property was recently updated and the 2015 report was provided to the City (see Exhibit I) with the MPD application. Wetlands delineation and report shall be provided to the City with building permit applications and any required Army Corps permits shall also be provided prior to building permit issuance. All LMC required wetland protection buffer areas shall be complied with for development within this subdivision. Staff recommends that a note shall be included on the plat prior to recordation stating that all development, such as buildings and parking areas, proposed on these lots shall comply with LMC required wetlands protection buffer areas in effect at the time of building permit application.

Attention to the location of visible dry utility boxes and installations is an important consideration when designing a site in order to ensure that adequate area is available for landscape elements to provide adequate screening from public view. Staff recommends a condition of approval that dry utility infrastructure must be located on the property and shown on the building plans prior to building permit issuance to ensure that utility companies verify that the areas provided for their facilities are viable and that exposed meters and boxes can be screened with landscaping elements.

Staff finds good cause for this subdivision plat amendment, as conditioned, as it will create a platted lot of record for the National Ability Center.

Good Cause

There is good cause for this plat amendment as it creates a legal lot of record for the National Ability Center.

Process

Approval of this application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC 1-18. Development is subject to requirements of the Recreation Open Space (ROS) District and the Annexation Agreement. Uses of the property are also subject to the Land Management Code

regarding Conditional Use and Administrative Use permits. Individual Staff review of any Building Permit is not publicly noticed nor subject to review by the Planning Commission unless appealed.

Department Review

The application has been reviewed by the Planning, Building, Engineering and Legal departments as well as the utility providers. Issues raised during the review process have been addressed with plat notes and/or by conditions of approval. See Exhibit G for letters from Snyderville Basin Water Reclamation District (SBWRD) regarding provision of wastewater services for the property and other service provider letters.

Notice

On June 8, 2016, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was published in the Park Record on June 4, 2016, providing notice for both Planning Commission and City Council hearings.

Public Input

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

Alternatives

- The City Council may approve the subdivision as conditioned and/or amended; or
- The City Council may deny the subdivision and direct staff to make findings of fact to support this decision; or
- The City Council may continue the discussion and request additional information on specific items.

Significant Impacts

There are no significant fiscal and environmental impacts to the City as a result of approval of this subdivision plat. Future development proposals will be reviewed for compliance with the Land Management Code and may require a Master Planned Development for the entire site and/or Conditional Use or Administrative Permits prior to Building Permit issuance.

Consequences of not taking the Suggested Recommendation

The property will remain as a metes and bounds parcel.

Summary Recommendations

Staff recommends City Council conduct a public hearing on the National Ability Center Subdivision plat, consider input, and consider approving the subdivision plat pursuant to the findings of fact, conclusions of law, and conditions of approval stated in the attached Ordinance.

Exhibits

Ordinance

Exhibit A- Proposed plat

- Exhibit B- Applicant's letter
- Exhibit C- Existing conditions and photos of the property
- Exhibit D- Development and Water Service Agreement
- Exhibit E- National Ability Center SPA
- Exhibit F- Pre-MPD Action letter
- Exhibit G- Utility Providers Letters
- Exhibit H- Utility Plan and Master Plan
- Exhibit I- Wetlands report

Ordinance No. 2016-35

**AN ORDINANCE APPROVING THE NATIONAL ABILITY CENTER SUBDIVISION,
LOCATED AT 1000 ABILITY WAY, PARK CITY, UTAH.**

WHEREAS, the owners of the property located at 1000 Ability Way petitioned the City Council for approval of the National Ability Center Subdivision plat; and

WHEREAS, on June 4, 2016, proper legal notice was published in the Park Record; and

WHEREAS, on June 8, 2016, the property was properly posted and notices were sent to affected property owners according to the requirements of the Land Management Code; and

WHEREAS, the Planning Commission held a public hearing on June 22, 2016, to receive input on the National Ability Center Subdivision plat;

WHEREAS, the Planning Commission, on June 22, 2016, forwarded a positive recommendation to the City Council; and,

WHEREAS, on July 21, 2016, the City Council held a public hearing on the National Ability Center Subdivision plat; and

WHEREAS, there is good cause and it is in the best interest of Park City, Utah to approve the National Ability Center Subdivision plat.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The National Ability Center Subdivision plat, as shown in Exhibit A, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 1000 Ability Way.
2. The zoning is Recreation Open Space (ROS), subject to the Park City Recreation Complex Annexation Ordinance.
3. The site is described as Parcel # PCA-97-B, a metes and bounds parcel of land located in the Quinn's Junction neighborhood of Park City.
4. Access to the property is from Round Valley Drive and Gillmor Way, which are public streets and Ability Way, which is a private access drive.
5. On July 26, 1999, prior to annexation, the property received approval of a Specially Planned Area (SPA) by the Summit County Commission, as well as a Conditional Use Permit. The NAC Specially Planned Area (SPA) was recorded at

Summit County on August 3, 1999. The SPA and CUP allow for development of various uses and buildings.

6. The 26.2 acre parcel was annexed to Park City in 2004 as part of the National Ability Center and Quinn's Recreation Complex Annexation.
7. The parcel was deeded to the NAC by Florence Gillmor and is restricted to adaptive recreational programs, including equestrian, fitness, therapy and various related and complimentary recreational activity facilities.
8. The National Ability Center (NAC) is a non-profit organization specializing in community sports, recreation, therapy, and education programming. Overnight lodging is also provided for participants.
9. The property currently includes a 24,800 sf equestrian arena (17,150 sf indoor arena and 7,650 sf of stalls and offices) an outdoor challenge course, a playground area, an outdoor equestrian arena, a 2,200 sf archery pavilion, a gazebo, various barns and storage buildings, an 18,300 sf residential dormitory building, a 12,780 sf support administrative building, and 113 parking spaces.
10. A Conditional Use Permit for a hay storage barn was approved in 2015 and constructed in 2016.
11. On December 10, 2014, the Planning Commission held a public hearing, discussed a pre-MPD application for proposed expansion of the National Ability Center and
12. The Pre- MPD application was found to be generally consistent with the purpose statements of the ROS Zoning District and the goals and objectives of the General Plan.
13. On January 26, 2016, the City received a complete application for a Master Planned Development (MPD) located at 1000 Ability Way. The MPD application proposed additional lodging (22,266 sf), expansion of the indoor equestrian arena (12,188 sf), an addition to the existing administration building for office uses (3,400 sf), center campus activity/multi-purpose area (7,000 sf), and new archery pavilion, classrooms, and restrooms (2,200 sf).
14. An additional 101 parking spaces were requested with the MPD application, along with future improvements to the stables, equipment and storage sheds, challenge ropes course, interior plaza and landscaping, a small greenhouse for gardening programming, a test track area, and a tent platform/single room camping cabins area to foster self-reliance in camping and outdoor skills.
15. The proposed MPD was noticed for an April 13, 2016, Planning Commission meeting. The item was continued to May 11, 2016, where it was continued to a date uncertain to allow additional time for staff to research the existing zoning in greater detail to address the Planning Director's determined that the ROS Zone does not specifically allow a Master Plan Development or lodging uses. Staff is preparing an analysis of a future rezone of the property from Recreation Open Space (ROS) to Community Transition (CT).
16. On April 12, 2016, the applicant submitted a complete application for National Ability Center Subdivision plat proposing one platted lot of record (Lot 1) consisting of 26.2 acres.
17. The property is currently developed in part with structures and parking and undeveloped in part consisting of native grasses, shrubs and other low vegetation and with areas of delineated wetlands.

18. The wetlands delineation was recently updated and the May 2015 report was submitted to the City with the MPD application.
19. Any wetlands delineation that is more than five years old is required to be updated, re-delineated and re-submitted to the Corp and the City prior to issuance of a building permit.
20. All development, such as buildings and parking areas, are required to comply with the LMC required setbacks from delineated wetlands. The current requirement is a 50' wide wetlands protection buffer area.
21. Access to the site is from Round Valley Drive, an existing public street that intersects with State Road 248 at a signalized intersection approximately a half mile to the south.
22. There are existing public utilities on the property, as well as existing easements that will be memorialized on this subdivision plat prior to recordation, to ensure that public utilities, access, and trails are located within adequate easements.
23. Utility easements are necessary along property boundaries for potential future utility installations
24. A twenty foot (20') wide public trail easement is required for the existing public trail on the southwest corner of the property.
25. A thirty foot (30') wide water and public utility easement is shown on the plat as an existing easement for utilities at the southeast corner of the lot.
26. A twenty foot (20') wide sanitary sewer easement is shown on the plat as an existing easement for sewer at the southeast corner of the lot.
27. No changes are proposed to the existing property lines or to the location of platted Round Valley Drive or to platted Gillmor Way.
28. Snow storage easements are not required along private streets.
29. Attention to the location of visible dry utility boxes and installations is an important consideration when designing a site in order to ensure that adequate area is available for landscape elements to provide adequate screening from public view.
30. The **Analysis** section of this staff report is incorporated herein.

Conclusions of Law:

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

Conditions of Approval:

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

2. The applicant will record the subdivision plat at Summit County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a request for an extension is submitted in writing prior to expiration and is approved by the City Council.
3. Dry utility infrastructure must be located on the property and shown on the building plans prior to building permit issuance to ensure that utility companies verify that the areas provided for their facilities are viable and that exposed meters and boxes can be screened with landscaping elements.
4. Final utility, storm water, and grading plans must be approved by the City Engineer prior to building permit issuance.
5. A financial guarantee for any required public improvements in an amount approved by the City Engineer and in a form approved by the City Attorney shall be in place prior to plat recordation.
6. Any wetlands delineation older than five (5) years shall be updated and submitted to the City prior to building permit issuance for new development on the lots. All required Corps of Engineer approvals and permits shall be submitted prior to issuance of a building permit on the lots.
7. A note shall be included on the plat prior to recordation stating that all new development, such as buildings and parking areas, proposed on these lots shall comply with LMC required wetlands protection buffer areas in effect at the time of building permit application.
8. A ten foot (10') wide non-exclusive public utility easements shall be shown along the property lines as required by the City Engineer during final plat review. A public trail easement shall be shown on the plat for public trails located on the property. Utility easements, for SBWRD shall be provided at the direction of SBWRD. Public utility easements shall be provided as required by utility providers and shall be shown on the plat prior to recordation.

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

PASSED AND ADOPTED this 21st day of July, 2016.

PARK CITY MUNICIPAL CORPORATION

Jack Thomas, MAYOR

ATTEST:

Michelle Kellogg, City Recorder

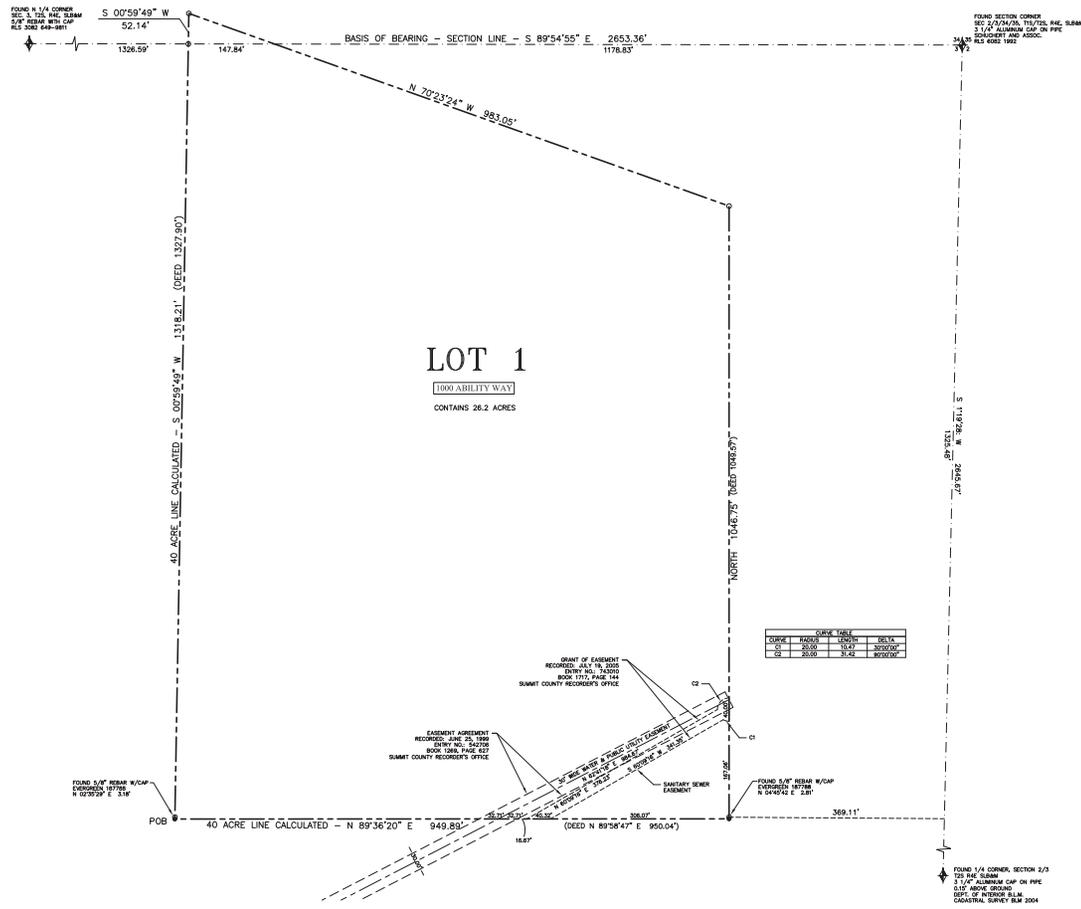
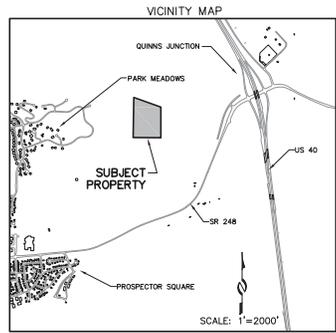
APPROVED AS TO FORM:

Mark Harrington, City Attorney

Exhibit

Exhibit A- Proposed plat

EXHIBIT A



SURVEYOR'S CERTIFICATE
 I, Martin A. Morrison, certify that I am a Registered Land Surveyor and that I hold Certificate No. 4938739, as prescribed by the laws of the State of Utah, and that by authority of the owners, I have prepared this Record of Survey map of KIMBALL RESIDENCES SUBDIVISION and that the same has been or will be monumented on the ground as shown on this plat. I further certify that the information on this plat is accurate.

BOUNDARY DESCRIPTION

BEGINNING at the Southwest corner of the Northeast 1/4 of Section 3, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence N 89°54'47" E 950.04 feet along the 40 acre line; thence North 1048.57 feet; thence N 70°23'24" W 983.05 feet; thence S 00°59'49" W 52.14 feet to the Northwest corner of the Northeast 1/4 of said Section 3; thence S 00°59'49" W 1327.90 feet along the 40 acre line to the point of beginning.
 CONTAINS 26.2 ACRES more or less.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that the National Ability Center, the undersigned owner of the herein described tract of land, to be known hereafter as THE NATIONAL ABILITY CENTER, does hereby certify that it has caused this Plat Amendment to be prepared, and does hereby consent to the recordation of this Plat.

In witness whereof, the undersigned set his hand this _____ day of _____, 2016.

Gail Loveland, Authorized Representative
 National Ability Center
ACKNOWLEDGMENT

State of _____ ss:
 County of _____

On this _____ day of _____, 2016, X personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, X acknowledged to me that he/she is the authorized representative of the National Ability Center, and that he/she signed the above Owner's Dedication and Consent to Record freely and voluntarily.

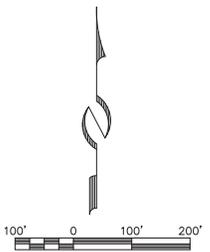
Notary Public _____
 A Notary Public commissioned in _____
 Printed Name _____
 Residing in: _____
 My commission expires: _____

- NOTES**
- This subdivision is subject to the Conditions of Approval in Ordinance 15-_____.
 - All property corners were set in conjunction with the survey document S-7257, recorded December 3, 2010 in the Office of the Summit County Recorder.
 - Basis of survey: Found survey monuments as shown.
 - Date of survey: April 11, 2016
 - Property Location: Northeast quarter of Section 3, T2S, R4E, SLB&M and the southeast quarter of Section 34, T1S, R4E, SLB&M
 - Improvements on the property were not within the scope of this survey.
 - This survey supercedes recorded survey S-2525 and S-7257.

A SUBDIVISION PLAT FOR THE MASTER PLANNED DEVELOPMENT THE NATIONAL ABILITY CENTER

LOCATED IN SECTION 3
 TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
 PARK CITY, SUMMIT COUNTY, UTAH

- LEGEND**
- ◆ FOUND SECTION CORNER (SEE PLAT)
 - ◆ SET 5/8" REBAR W/CAP, ALLIANCE ENGR/LS 154491
 - FOUND & ACCEPTED 5/8" REBAR W/CAP, ALLIANCE 163931 (UNLESS OTHERWISE SPECIFIED)



 (435) 649-9487 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street, P.O. Box 2664 Park City, Utah 84060-2664	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2016 BY _____ S.B.W.R.D.	PLANNING COMMISSION APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2016 BY _____ CHAIR	ENGINEER'S CERTIFICATE I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2016 BY _____ PARK CITY ENGINEER	APPROVAL AS TO FORM APPROVED AS TO FORM THIS _____ DAY OF _____, 2016 BY _____ PARK CITY ATTORNEY	COUNCIL APPROVAL AND ACCEPTANCE APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2016 BY _____ MAYOR	CERTIFICATE OF ATTEST I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2016 BY _____ PARK CITY RECORDER	RECORDED STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____ DATE _____ TIME _____ ENTRY NO. _____ FEE _____ RECORDER _____
	4/12/16 JOB NO.: 1-4-16 FILE: X:\QuinnJunction\dwg\era\plat2016\1-4-16 NAC.dwg						

National Ability Center Plat Application

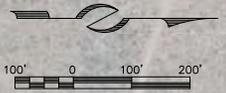
April 12, 2016

Project Description:

The purpose of the National Ability Center plat is to create a one lot subdivision as required by the Park City Land Management Code. The property is currently a single metes and bounds legal description.



EXHIBIT C



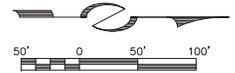
 <small>CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2864 Provo UT 84602-2864</small>	<small>(435) 849-9467</small>	<small>STAFF: MICHAEL DEMKOWICZ JESSE MORENO</small>	AERIAL PHOTOGRAPH NATIONAL ABILITY CENTER 1000 ABILITY WAY	SHEET 1 OF 1
	<small>DATE: 4/11/16</small>	<small>FOR: JON SERIO JOB NO.: 1-4-16 FILE: X:\QuinnJunction\dwg\exhibits\National Ability Center-ortho.dwg</small>		

EXHIBIT C



NOTES

1. The architect is responsible for verifying building setbacks, zoning requirements and building heights.
2. The purpose of the survey is to provide an existing condition and topographic survey map as required by the Park City Municipal plot application.
3. See National Ability Center Boundary Survey S-7257 in the Summit County Recorder's Office for boundary information. All property corners have been set.



LEGEND

ESS	EXISTING SEWER	SS	PROPOSED SEWER
EW	EXISTING WATER	W	PROPOSED WATER
ESD	EXISTING STORM DRAIN	SD	PROPOSED STORM DRAIN
EG	EXISTING GAS	G	PROPOSED GAS
ET	EXISTING TELECOMM	T	PROPOSED TELECOMM
EP	EXISTING POWER	P	POWER

STATE OF UTAH
 DEPARTMENT OF HERITAGE AND ARTS
 DIVISION OF LAND AND NATURAL RESOURCES
 260 North State Street, Salt Lake City, Utah 84103
 REGISTRATION NO. 4357264
 EXPIRES 12/31/2025

I, Michael Demkowicz, do hereby certify that I am a registered engineer and that I hold certification no. 4357264 as prescribed under the laws of the State of Utah. I further certify that an existing condition and topographic map has been made under my direction using aerial topography and imagery that has been verified for accuracy with field survey as well as a blue stake utility field survey.



Alonzo
 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
 323 Main Street P.O. Box 2684 Park City, Utah 84002-2684

STAFF:
 MICHAEL DEMKOWICZ
 DATE: 4/11/16

EXISTING CONDITION & TOPOGRAPHIC MAP
NATIONAL ABILITY CENTER
1000 ABILITY WAY, PARK CITY, UTAH
 FOR: NAC
 JOB NO.: 1-3-15
 FILE: X:\Quinn\junction\dwg\ar\topo16\1-4-16 NAC extgcond.dwg

SHEET
 1
 OF
 1



SURVEYOR'S CERTIFICATE

I, Martin A. Morrison, certify that I am a Registered Land Surveyor and that I hold Certificate No. 4938739, as prescribed by the laws of the State of Utah, and that a survey of the following described property was performed under my direction.

Martin A. Morrison
Martin A. Morrison

4-20-10
Date

DEED DESCRIPTION

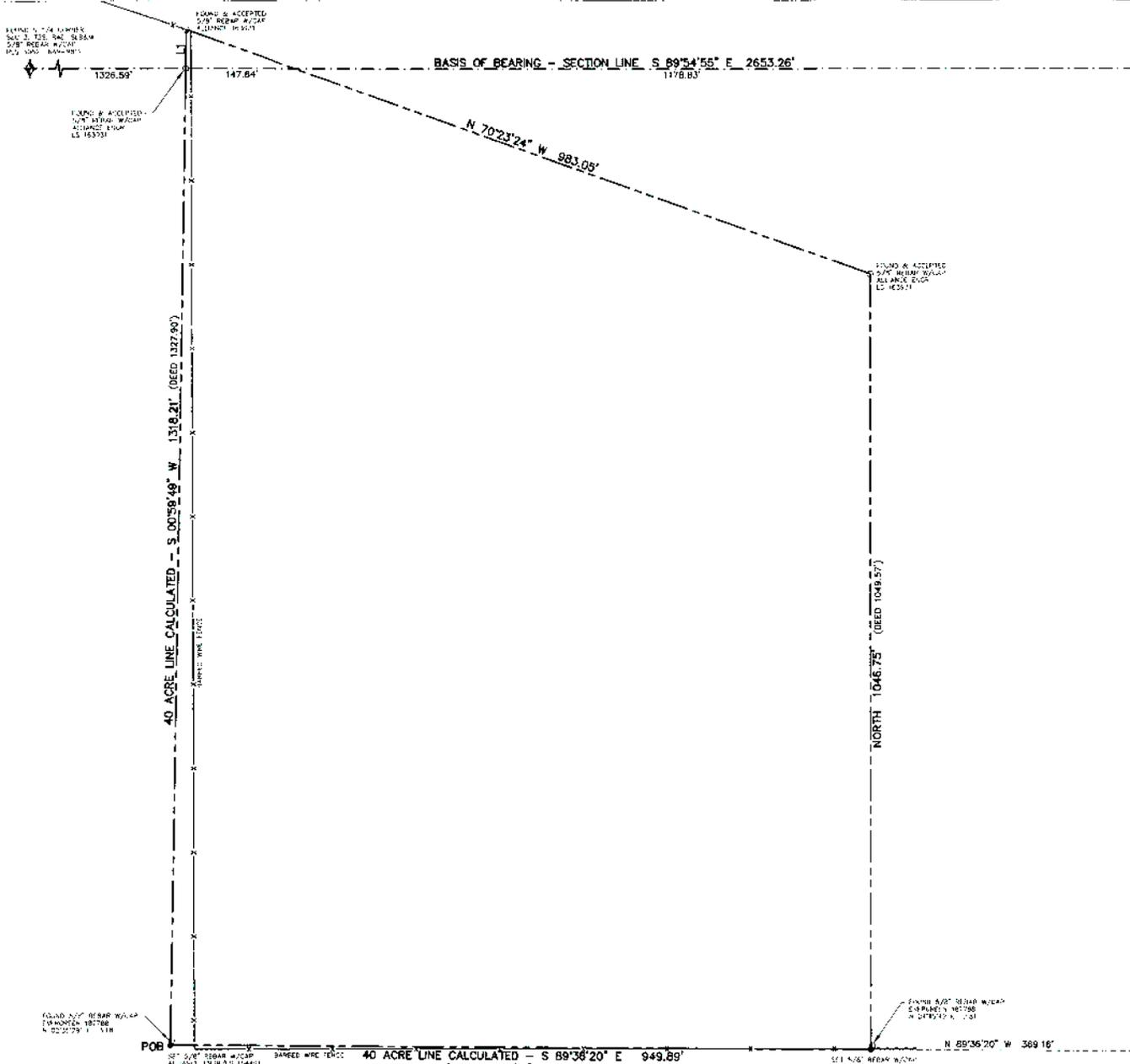
Beginning at the southwest corner of the northeast 1/4 of the northeast 1/4 of Section 3, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence North 89°58'47" East 950.04 feet along the 40 acre line; thence North 1049.57 feet; thence N 70°23'24" W 983.05 feet; thence S 00°59'49" W 52.14 feet to the northwest corner of the northeast 1/4 of the northeast 1/4 of said Section 3; thence S 00°59'49" W 1327.80 feet along the 40 acre line to the point of beginning.

SURVEY DESCRIPTION

A parcel of land located in the northeast quarter of the northeast quarter of Section 3, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and the southeast quarter of the southeast quarter of Section 34, Township 1 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at the southwest corner of the northeast quarter of the northeast quarter of Section 3, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 89°36'20" East 949.89 feet along the 40-acre line; thence North 1046.75 feet; thence North 70°23'24" West 983.05 feet; thence South 00°59'49" West 52.14 feet to the northwest corner of the northeast quarter of the northeast quarter of said Section 3; thence South 00°59'49" West 1318.21 feet along the 40-acre line to the point of beginning.

Description contains 26.07 acres, more or less.



S 00°59'49\"/>

FILE NO. S0007257

12/83/2010 09:46:36 AM
Survey of 40 Acres

Surveyor: MARTY MORRISON
Professional Engineer License No. 14250-A



NOTES

1. Basis of survey: Found survey monuments as shown.
2. Property corners were set or found as shown.
3. Date of survey: April 5, 2010
4. Property location: Northeast quarter of Section 3, T2S, R4E, S1/4B4M and the southeast quarter of Section 34, T1S, R4E, S1/4B4M
5. Improvements on the property were not within the scope of this survey.
6. This survey supercedes recorded survey S-2525.
7. Snow coverage at the time of the survey was approximately 24" to 30". As a result, monuments, improvements, and/or conditions may exist which are not shown on this survey.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 00°59'49" W	52.14



CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
325 Main Street P.O. Box 7664 Park City, Utah 84002-7664

(435) 649-9467

STAFF:
MARTY MORRISON
MARSHALL KING

DATE: 4/9/10

BOUNDARY SURVEY
NATIONAL ABILITY CENTER
3991 E. HIGHWAY 248

FOR: NATIONAL ABILITY CENTER

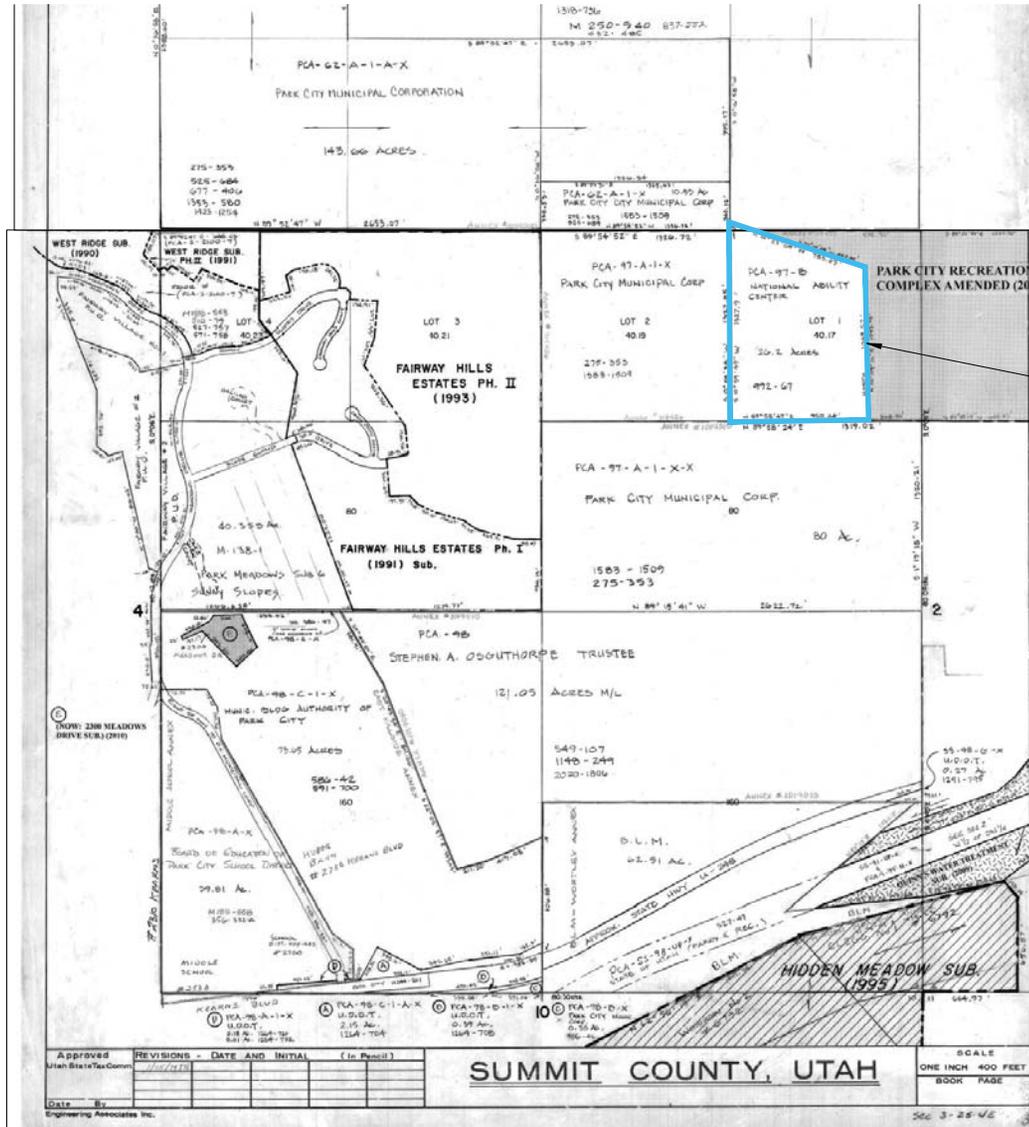
JOB NO.: 3-3-10

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SHEET
1
OF
1

S-7257

EXHIBIT C



<p>(435) 549-0467</p> <p>CONSULTING ENGINEERS LAND PLANNERS SURVEYORS</p> <p>322 Main Street P.O. Box 2044 Park City, Utah 84060-2044</p>	<p>STAFF:</p> <p>MICHAEL DEMKOWICZ</p> <p>JESSE MORENO</p>	<p>OWNERSHIP PLAT</p> <p>NATIONAL ABILITY CENTER</p> <p>1000 ABILITY WAY</p>	<p>SHEET</p> <p>1</p> <p>OF</p> <p>1</p>
	<p>DATE: 4/11/16</p>	<p>FOR: JON SERIO</p> <p>JOB NO.: 1-4-16</p> <p>FILE: X:\Quinn\Junction\dwg\exhibits\National Ability Center-ownership map.dwg</p>	

EXHIBIT C



National Ability Center looking southwesterly



National Ability Center looking easterly



National Ability Center looking northerly



National Ability Center looking northwesterly

DEVELOPMENT AND WATER SERVICE AGREEMENT

This Agreement is entered into as of this 15 day of July, 1999 by and among the National Ability Center, its successors in interest and assigns, whether in whole or in part (NAC), the Park City Water Service District (Water District) and Park City Municipal Corporation (Park City), collectively referred to as the Parties.

WHEREAS, the NAC is a private, non-profit 501(c)(3) corporation dedicated to the development of lifetime skills for persons with disabilities and the families by providing affordable, quality sports and recreation experiences;

WHEREAS, the NAC received title, by gift deed, subject to a power of reverter, to the following described property for use as an equestrian facility and administrative offices of the National Ability Center:

A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SLB&M AND THE SE 1/4 OF SECTION 34, TOWNSHIP 1 NORTH RANGE 4 EAST SLB&M

BEGINNING at the Southwest corner of the Northeast 1/4 of the Northeast 1/4 Section 3, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence N 89°58'47" E 950.04 feet along the 40 acre line; thence North 1049.57 feet; thence N 70°23'24" W 983.05 feet; thence S 00°59'49" W 52.14 feet to the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of said Section 3; thence S 00°59'49" W 1327.90 feet along the 40 acre line to the point of beginning (approximately 26.2 acres).

hereafter, the Property. The Property is depicted on Exhibit A;

WHEREAS, on August 24, 1998 the NAC petitioned Park City and its Water District for water service to the Property;

WHEREAS, the Property is within Park City's annexation declaration boundary, but is not contiguous to Park City;

WHEREAS, the NAC owns an easement to extend a line from the Property to the Park City water system, which easement may be assigned to the City;

WHEREAS, the NAC appeared before the City Council on April 1, 1999 and on May 13, 1999 and offered certain assurances that the water service extension would be of public benefit and would not induce growth;

WHEREAS, in exchange for water service, the NAC is willing to restrict development of the Property in perpetuity, to submit to Park City ordinances, to annex to the Water Service District, and to annex to Park City, when appropriate;

WHEREAS, it is in the best interests of the citizens of Park City to annex the Property into the Water Service District upon certain conditions;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. ANNEXATION.

1. The NAC hereby petitions for annexation of the Property into the Water Service District.
2. The Water Service District hereby annexes the Property.

II. CONDITIONS OF WATER SERVICE.

1. **NAC Duty to Construct Line Consistent with City Specifications.** The NAC shall construct an eight (8) inch water line from the City water system, to the Property (the NAC Water Line) in a manner and location approved by the Park City Public Works Director and the City Engineer, all in accordance with applicable provisions of the Park City Design Standards and Construction Specification and Standard Drawings, and subject to City inspection.
2. **NAC Duty to Maintain Line.** The NAC shall maintain the NAC Water Line and easement until such time as Park City accepts dedication of the NAC Water Line and easement.
3. **NAC Shall Not Offer Water Service.** The NAC shall not allow any connection to the NAC Water Line without written City permission, approved by the City Council.
4. **Dedication of Water Rights.** The NAC shall immediately petition to the State Engineer to change the type and place of use, and the point of diversion of sufficient water rights to convert 11.48 acre feet of Weber River Decreed Water Right Number 35-8457 to year round municipal use from designated City sources. Upon State Engineer action changing the place and type of use and point of diversion of at least 11-acre feet of such right to the City system, the NAC shall, by Statutory Warranty Deed, convey such rights to the Water Service District. The NAC shall expend reasonable and diligent efforts to convert such rights to City use. If, after 36 months the NAC fails to convert such water, the

NAC shall promptly pay to the City all applicable water development fees, with accrued interest according to the statutory post judgment rate of interest in effect at that time.

5. **Water Connection Fees.** Prior to connection to the Park City water system, the NAC shall pay to Park City water connection fees according to City ordinance.
6. **Irrevocable Offer to Annex to Park City.** The NAC hereby irrevocably offers to annex the Property to Park City. The NAC shall actively support such annexation.
7. **NAC Commitment to Maximum Use Parameters.** The NAC agrees that, regardless of its annexation to Park City, the Property will, in perpetuity, be limited to the following uses:
 - 7.1. The Property currently supports an outdoor equestrian arena, tack shed, parking lot, and sun shelter.
 - 7.2. In June, 1999, the NAC received County conditional use permit approval for a 7,570 square foot administrative building to house the administrative offices of the NAC, a 3,500 square foot horse barn, a 17,000 square foot indoor equestrian arena, a 21,000 square foot dormitory/dining hall, a 1,680 square foot storage building, and a universal challenge (ropes) course. Such permit includes specific site plan approval and is attached hereto as Exhibit C.
 - 7.3. The NAC may, in the future, request a permit to construct a swimming pool.
8. **NAC's Commitment to City Ordinances.** The NAC hereby commits to use the Property in a manner that is at all times consistent with City ordinances, including, but not limited to, all livestock, lighting, water conservation, sign, parking lot, outdoor storage, noise ordinances, and design regulations.
9. **NAC's Commitment to Pay for Water Use.** The NAC hereby agrees to pay such water use fees as are generally applicable within Park City.
10. **NAC Easement.** Upon City request, NAC shall dedicate a water line easement to the City that will allow the City to extend the water line to other properties.

11. Park City Duty to Provide Limited Water Service. The Water Service District shall provide culinary water and fire flow to the Property to support the uses described in paragraph II.6 herein.

12. NAC's Unconditional Offer to Dedicate Water Line and Easement. The NAC hereby irrevocably offers to dedicate its water line, and to assign its water line easement to the City.

III. GENERAL TERMS

- 1. Incorporation of Recitals and Introductory Paragraphs.** The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.
- 2. Severability.** If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.
- 3. Covenants Running with the Land.** The provisions of this Agreement shall constitute real covenants, contract and property rights and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. All successors in interest shall succeed only to those benefits and burdens of this Agreement which pertain to the portion of the Project to which the successor holds title. Such titleholder is not a third party beneficiary of the remainder of this Agreement or to zoning classifications and benefits relating to other portions of the Project.
- 4. Notices.** Any notice or communication required hereunder between the Parties must be in writing, and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter

containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice is given when delivered to the Party to whom it is addressed. Any Party hereto may at any time, by giving ten (10) days written notice to the other Parties hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the address set forth below:

If to City to:

City Manager
445 Marsac Ave.
P.O. Box 1480
Park City, UT 84060

Copy to:

City Attorney
445 Marsac Ave.
P.O. Box 1480
Park City, UT 84060

If to NAC to:

Meechie White
National Ability Center
P.O. Box 682799
Park City, UT 84068

5. **Attorneys' Fees.** In the event of a dispute between any of the Parties arising under this Agreement, the prevailing Party shall be awarded its attorneys' fees and costs to enforce the terms of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the NAC by persons duly authorized to execute the same and by the City of Park City, acting by and through its City Council as of the ____ day of July, 1999.

PARK CITY MUNICIPAL CORPORATION

By: Hugh A. Daniels
Hugh Daniels, Mayor Pro Tem

PARK CITY WATER SERVICE DISTRICT

By: Hugh A. Daniels
Hugh Daniels, Vice-Chairman of the Board

ATTEST: City Clerk

By: Janet Scott
Janet Scott, City Recorder



APPROVED AS TO FORM:

Jodi Hoffman
Jodi Hoffman, City Attorney,
Water Service District Attorney

National Ability Center:
National Ability Center,
a nonprofit corporation

Richard Dudley
By: Richard Dudley
Title: President, Board of Directors

STATE OF UTAH)
 : ss
COUNTY OF SUMMIT)

On this 19th day of July 1999, before me, **Thomas L. O'Finnegan**, the undersigned Notary Public, personally appeared **Richard Dudley**, personally known to me to be the President of the Board of Directors of the National Ability Center, on behalf of the corporation named herein, and acknowledged to me that the corporation executed it. Witness my hand and official seal.



Thomas L. O'Finnegan
Notary Public, State of Utah
Residing in Park City, Utah

EXHIBIT E

FINAL SITE PLAN INDEX NATIONAL ABILITY CENTER S.P.A.

- EXHIBIT "A" MASTER PLAN
- EXHIBIT "B" CONSERVATION / GRADING PLAN
- EXHIBIT "C" PRELIMINARY UTILITIES PLAN
- EXHIBIT "D" DEVELOPMENT / OPEN SPACE ZONES
- EXHIBIT "E" LANDSCAPE PLAN
- EXHIBIT "F" IRRIGATION PLAN
- EXHIBIT "G" LIGHTING PLAN

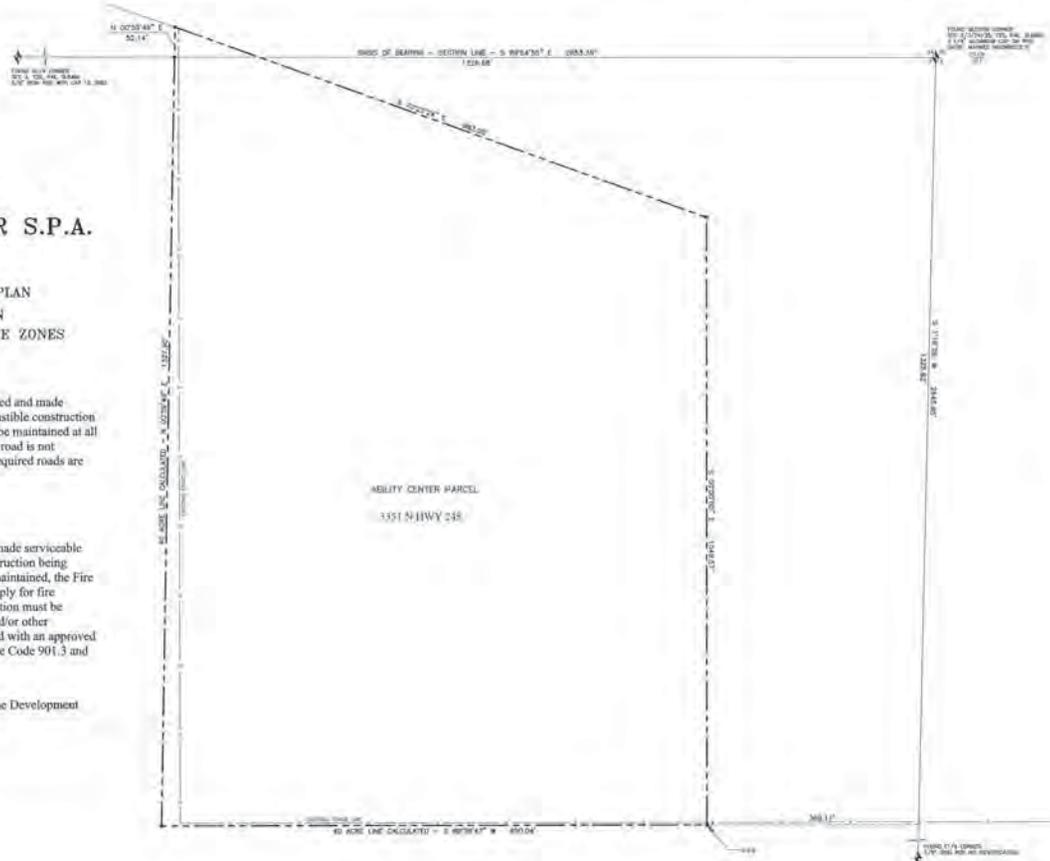
FIRE DEPARTMENT ACCESS ROADS:

An all-weather fire department access road is required to be installed and made serviceable prior to the issuance of a building permit and/or combustible construction being initiated. The all-weather fire department access road is to be maintained at all times during construction. In the event that the all-weather access road is not maintained, the Fire District reserves the right to stop work until required roads are placed back in service [Uniform Fire Code 901.3]

WATER SUPPLIES FOR FIRE PROTECTION:

Water supplies required for fire protection are to be installed and made serviceable prior to the issuance of a building permit and/or combustible construction being initiated. In the event that the fire protection water supply is not maintained, the Fire District reserves the right to stop work until the required water supply for fire protection is placed back in service. Water supplies for fire protection must be clearly identified in a manner to prevent obstruction by parking and/or other obstructions. Each water supply for fire protection must be marked with an approved flag to identify its location during winter conditions. [Uniform Fire Code 901.3 and 901.4.3.]

This Specially Planned Area is subject to conditions outlined in the Development Agreement between National Ability Center and Summit County



SURVEYOR'S CERTIFICATE

I, John D. Smith, certify that I am a Registered Land Surveyor and that I hold Certificate No. 150951, as prescribed by the laws of the State of Utah; and that a survey of the foregoing described property was performed under my direction.

John D. Smith (Signature)
Date: 7/15/09

LEGAL DESCRIPTION

SECTION 3 of the Southwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 2, Township 2 South, Range 4 East, Salt Lake Base & Meridian 2004 Survey (Section 2, BESEATY, T. 20S-24E, R. 4E) and along the NE corner (line between Section 2 and Section 3) of the Northwest 1/4 of the Northwest 1/4 of said Section 2, Range 4 East, Township 2 South, Range 4 East, Salt Lake Base & Meridian 2004 Survey (Section 2, BESEATY, T. 20S-24E, R. 4E) and along the NE corner of the Northwest 1/4 of the Northwest 1/4 of said Section 2, Range 4 East, Township 2 South, Range 4 East, Salt Lake Base & Meridian 2004 Survey, containing 28.3 ACRES.

OWNER'S DEDICATION AND CONSENT TO RECORD

WHEREAS ALL DEEDS BY THESE PRESENTS MADE, the undersigned owner of the herein described tract of land, heretofore to be known as NATIONAL ABILITY CENTER S.P.A., does hereby dedicate to Utah Power and Light, Park City Municipal Corporation, and the Park City Fire District, some real estate appurtenant to the herein described tract of land for the purposes of providing utility installation, maintenance, use, and electric replacement as herein provided; I have heretofore set my hand this 15th day of July, 1999.

Richard Water (Signature)
NATIONAL ABILITY CENTER

ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF SUMMIT

On this 15th day of July, 1999, Richard Water personally appeared before me, the undersigned Notary Public in and for the said State and County, who then duly verified that he was the person whose name is subscribed to the foregoing Certificate of Dedication and Consent to Record and that the Certificate of Dedication and Consent to Record is a true and correct copy of the original as the same appears in my records.

Mary J. Prosser (Signature)
Notary Public
My Commission Expires 2-21-2002

SUMMIT COUNTY PERMIT APPLICATION NATIONAL ABILITY CENTER S.P.A. SECTION 3, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN PARK CITY, SUMMIT COUNTY, UTAH



SUMMIT COUNTY ASSESSOR ALL TAXES, INTEREST AND PENALTIES DUE TO THIS LAND HAVE BEEN PAID AS OF THIS 15th DAY OF JULY 1999 A.D. BY <i>Richard Water</i> SUMMIT COUNTY ASSESSOR	PUBLIC WORKS DIRECTOR THIS PLAN HAS BEEN REVIEWED BY OUR OFFICE AND IS HEREBY APPROVED THIS 16th DAY OF JULY 1999 A.D. BY <i>John D. Smith</i> PUBLIC WORKS DIRECTOR	UTAH POWER CO. THE UTILITY ENCUMBRANCES SHOWN HEREON ARE APPROVED THIS 15th DAY OF JULY 1999 A.D. BY <i>R. Bruce Taylor</i> UTAH POWER CO.	CERTIFICATE OF ATTEST I CERTIFY THIS SPECIALLY PLANNED AREA MAP WAS APPROVED BY PARK CITY WATER SERVICE DISTRICT ON THIS 15 DAY OF JULY 1999 A.D. BY <i>Paul H. Smith</i> PARK CITY RECORDER	PARK CITY WATER SERVICE DISTRICT APPROVAL AND ACCEPTANCE BY THE PARK CITY WATER SERVICE DISTRICT THIS 15 DAY OF JULY 1999 A.D. BY <i>Paul H. Smith</i> CHAIRMAN OF THE BOARD	FIRE MARSHAL APPROVAL APPROVED THIS 15th DAY OF JULY 1999 A.D. BY THE PARK CITY FIRE DISTRICT BY <i>Scott W. Adams</i> PARK CITY FIRE MARSHAL	SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT STANDARDS THIS 16th DAY OF JULY 1999 A.D. BY <i>John D. Smith</i> S.B.S.A.D.	PAGE 1 OF 8
DRAWING INFORMATION SHEET: 11/25/09 (DATE) DATE: 7-9-99 DWS: B. & S. (DESIGNER) SHE NO. 11-10-98	SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT APPROVED THIS 21st DAY OF JULY 1999 A.D. BY <i>James V. Shultz Jr.</i> CHAIRMAN	PLANNING COMMISSION APPROVED BY THE SUMMIT COUNTY PLANNING COMMISSION THIS 19th DAY OF JULY 1999 A.D. BY <i>Paul E. Allen</i> SUMMIT COUNTY PLANNING COMMISSION CHAIRMAN	ENGINEERS CERTIFICATE I FIND THIS PLAN TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS 26th DAY OF JULY 1999 A.D. BY <i>John D. Smith</i> SUMMIT COUNTY ENGINEER	APPROVAL AS TO FORM APPROVED AS TO FORM THIS 26th DAY OF JULY 1999 A.D. BY <i>John D. Smith</i> SUMMIT COUNTY ATTORNEY	CERTIFICATE OF ATTEST I CERTIFY THIS SPECIALLY PLANNED AREA MAP WAS APPROVED BY THE SUMMIT COUNTY COMMISSION ON THIS 26th DAY OF JULY 1999 A.D. BY <i>Richard Water</i> SUMMIT COUNTY CLERK	COUNTY COMMISSION APPROVAL PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS THIS 26th DAY OF JULY 1999 A.D. AND IS HEREBY APPROVED BY <i>Richard Water</i> SUMMIT COUNTY COMMISSION CHAIRMAN	# 545621 RECORDED STATE OF UTAH COUNTY OF SUMMIT AND FILED AT THE REQUEST OF <i>Summit County Clerk</i> DATE 8-3-99 TIME 2:01 PM BOOK 2 PAGE 1 BY <i>Deanne M. Deane</i> RECORDER

Packet Pg



December 12, 2014

Jon Serio
 National Ability Center
 1000 Ability Way
 Park City, UT 84060

NOTICE OF PLANNING COMMISSION ACTION

<u>Application #</u>	PL-14-02476
<u>Address</u>	1000 Ability Way
<u>Description</u>	National Ability Center pre-MPD
<u>Action Taken</u>	Found the pre-MPD application compliant with the General Plan and consistent with the ROS zone
<u>Date of Action</u>	December 10, 2014

On December 10, 2014, the Park City Planning Commission at the regularly scheduled meeting, conducted a public hearing, and found that the pre-MPD application for amendments to the National Ability Center Specially Planned Area (SPA)/ Master Planned Development (MPD) complies with the Park City General Plan and is consistent with the ROS zoning, based on the following findings of fact and conclusion of law:

Findings of Fact

1. On September 2, 2014, the City received a completed application for a pre- Application for a Master Planned Development amendment located at 1000 Ability Way.
2. The proposed MPD Amendment includes the following main items:
 - a. additional lodging (22,266 sf),
 - b. expansion of the indoor equestrian arena (12,188 sf),
 - c. an addition to the existing administration building (3,400 sf),
 - d. approximately 50 parking spaces, and
 - e. various improvements to Ability Center activities such as future improvements to the archery pavilion, expanded hay storage, additional equipment and storage sheds, a future enclosure and/or covering of the outdoor arena, a small green house for gardening programming, expansion of the challenge course, interior plaza and landscaping improvements, and a tent platform/single room cabin area to foster self-reliance in camping and outdoor skills.
3. A phasing plan for these improvements will be submitted with the MPD application.

4. The property is zoned Recreation Open Space (ROS).
5. Access to the property is from Round Valley Drive, a public street, and Ability Way, a private access drive.
6. The site is described as Parcel # PCA-97-B, a metes and bounds parcel of land located in the Quinn's Junction neighborhood of Park City. A one lot subdivision to create a lot of record for this parcel is necessary prior to issuance of a building permit for the major additions.
7. The 26.2 acre parcel was annexed to Park City in 2004 as part of the National Ability Center and Quinn's Recreation Complex Annexation.
8. The parcel was deeded to the NAC by Florence Gillmor and restricted to adaptive recreational programs, including equestrian, fitness, therapy and various related and complimentary recreational activity facilities.
9. The National Ability Center (NAC) is a non-profit organization specializing in community sports, recreation, therapy, and education programming.
10. Prior to annexation, the property received approval of a Specially Planned Area (SPA) from Summit County, which is a similar to a Master Planned Development (MPD) in the City, as well as a Conditional Use Permit.
11. The NAC Specially Planned Area (SPA) allows for development of various uses and buildings. The property currently includes a 17,150 sf indoor arena, an outdoor challenge course, a playground area, an outdoor arena, an archery pavilion, a gazebo, various barns and storage buildings, a 12,200 sf residential dormitory building, a 7,500 sf support administrative building, and 140 parking spaces.
12. The July 15, 1999 Development and Water Service Agreement describes conditions of water services as well as findings regarding the approved Conditional Use Permit.
13. A requirement for any Master Planned Development (MPD) (or amendment to an MPD) is a pre-application public meeting and determination of compliance with the Park City General Plan and the ROS zone.
14. The ROS zone allows for a variety of conservation, open space, and recreation uses. It was determined at the time of the annexation that the National Ability Center was consistent with the purpose and uses of the zone. The proposed uses are consistent with the existing uses and are consistent with the mission of the NAC.
15. The Land Management Code (LMC 15-6-4(B)) describes the pre-Application process.
16. The purpose of the pre-application public meeting is to have the applicant present preliminary concepts and give the public an opportunity to respond to those concepts prior to submittal of the MPD amendment application.
17. The NAC is located in the Quinn's Junction neighborhood, as described in the new Park City General Plan.
18. The Joint Planning Principles for the Quinn's Junction area recommend development patterns of clustered development balanced with preservation of open space. Public preserved open space and recreation is the predominant existing land use. Clustered development should be

designed to enhance public access through interconnection of trails, preserve public use and enjoyment of these areas, and continue to advance these goals along with the preservation of identified view sheds and passive open space areas. New development should be set back in compliance with the Entry Corridor Protection Overlay. Sensitive Lands should be considered in design and protected. Uses contemplated for this neighborhood include institutional development limited to hospital, educational facilities, recreation, sports training, arts, cultural heritage, etc.

19. Amendments to the NAC MPD are primarily additions and enhancements to existing buildings and facilities intended to enhance the NACs success. The NAC was identified as an appropriate and compatible use in this neighborhood. Development is setback from the Entry Corridor to preserve the open view from SR 248. Sensitive wetland areas should be protected and taken into consideration in design of driveways, parking lots, and buildings, as well as protected from impacts of proposed uses.
20. Small Town Goals of the General Plan include protection of undeveloped land; discourage sprawl, and direct growth inward to strengthen existing neighborhoods. Alternative modes of transportation are encouraged.
21. Quinn's Junction is identified as a Development Node. The proposed MPD amendments include uses to support the existing NAC uses and mission. The lodging proposed is support to the existing uses to provide additional types of short term housing.
22. There is existing City bus service to the area on an as needed basis and additional uses will help to validate additional services.
23. The NAC is located on the City's trail system and adjacent to Round Valley open space.
24. Natural Setting Goals of the General Plan include conserve a healthy network of open space for continued access to and respect for the natural setting. Goals also include energy efficiency and conservation of natural resources.
25. With the proposed changes the property would maintain approximately 78% open space, excluding all hard surface areas, parking, driveways, and buildings.
26. The proposed MPD amendments include expansions of existing uses, enhancement of the interior outdoor spaces, and connections to the trails and open space areas. The future tent platform/cabin area is intended to promote self-reliance and appreciation of the natural setting. Additional information related to "green building" strategies for the proposed buildings should be addressed with the MPD application.
27. Sense of Community Goals of the General Plan include creation of diversity of housing, including affordable housing; provision of parks and recreation opportunities; and provision of world class recreation and infrastructure to host local, regional, national, and international events while maintaining a balance with the sense of community.
28. A primary reason for the proposed MPD amendments is to provide improvements and enhancements to allow the NAC to continue to be successful and to carry out their mission. The proposed lodging will provide an alternative to dormitory

accommodations for longer stays, to accommodate athletes training for local, regional, national, and international events.

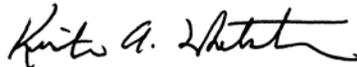
29. On November 12, 2014 and on December 10, 2014, the Planning Commission held public hearings and discussed the pre-MPD for the National Ability Center MPD amendment.

Conclusions of Law

1. The proposed MPD Amendments to the National Ability Center SPA (MPD) are in compliance with the Park City General Plan and are consistent with the Recreation Open Space (ROS) zoning.

If you have questions regarding your project or the action taken please contact me at (435) 615-5066 or kirsten@parkcity.org.

Sincerely,



Kirsten Whetstone
Senior Planner

Park City Planning Department
PO Box 1480
Park City, UT 84060



SNYDERVILLE BASIN

WATER RECLAMATION DISTRICT

2800 HOMESTEAD RD, PARK CITY, UT 84098

WWW.SBWRD.ORG

T 435-649-7993

F 435-649-8040

EXHIBIT G

March 31, 2016

Jon Serio
Facilities & Capital Manager
National Ability Center
P.O. Box 682799
Park City, UT 84068

Subject: National Ability Center Master Plan Application
Service Provider Letter

Dear Mr. Serio;

This letter is to respond to your recent request regarding wastewater service for the above referenced project in Park City.

The existing buildings of the National Ability Center are currently connected to the Snyderville Basin Water Reclamation District (SBWRD) wastewater system. Based on a concept utility plan recently updated by your engineer, it appears that the proposed new buildings will be able to connect to the public wastewater system as well. The SBWRD can provide wastewater service to the project provided the established procedures for obtaining said service are followed as outlined in SBWRD standards and procedures manual. Please contact me when you are ready to move forward with the project.

Wastewater service is not committed by SBWRD until SBWRD receives full payment of all required fees including SBWRD impact fees.

Sincerely,

Bryan D. Atwood, P.E.
District Engineer

cc: Park City Planning Dept.
Michael Barille
Project File



December 22, 2015

Johnny Serio
National Ability Center
1000 Ability Way
Park City Ut. 84060

Dear Developer:

Re: Natural Gas Service Availability Letter

Natural gas can be made available to serve the National Ability Center Master Plan development when the following requirements are met:

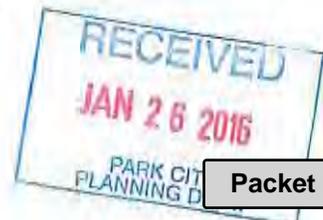
1. Developer provides plat maps, drawings, construction schedules, average size of homes, units, and/or buildings that will be served by natural gas, and any and all other relevant information regarding commercial and residential uses, including but not limited to, proposed natural gas appliances (number and type of appliances per unit, homes, building).
2. Review and analysis by Questar Gas' Engineering and/or Pre-Construction Department to determine load requirements. System reinforcement requirements and estimated costs to bring natural gas to the development.

Upon completion of Questar Gas' review of the development's natural gas requirements, agreements will be prepared, as necessary, for high pressure, intermediate high pressure and/or service line extensions required to serve the development. These service extensions must be paid in advance.

To accommodate your construction schedule and provide cost estimates to you, please contact me at your earliest convenience.

Sincerely,

Craig J. Sargent
Pre-Construction Specialist



Jon Serio

From: Jon Serio
Sent: Wednesday, December 16, 2015 11:55 AM
To: 'Clint McAfee'
Subject: RE: National Ability Center- Will Serve letter request

Clint,

I didn't realize that, but I thought the intent of the will serve with further development, was to identify the ability to serve expanded service.

Ok, I will proceed without based on your note below and will check back in with you if we have any further requests as we submit our application.

Thank-you.



Johnny Serio | Facilities & Capital Manager

National Ability Center
d: 435.608.0119 | o: 435.649.3991x634 | C: 440.488.9520
f: 435.658.3992
1000 Ability Way, Park City UT 84060
jons@DiscoverNAC.org
www.DiscoverNAC.org



From: Clint McAfee [<mailto:clint.mcafee@parkcity.org>]
Sent: Wednesday, December 16, 2015 9:52 AM
To: Jon Serio
Cc: Christine Morgan
Subject: Re: National Ability Center- Will Serve letter request

Jon, we don't issue will serve letters. As long as you are in the City boundary and pay all associated fees Park City will serve water. Also, NAC already has a connection and service agreement.

Let me know if you have any questions.

Thanks,
Clint

Sent from my iPad

On Dec 15, 2015, at 6:24 PM, Jon Serio <jons@discovernac.org> wrote:

Clint & Roger,

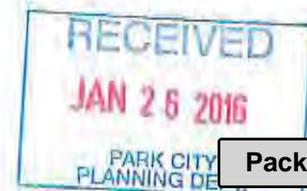
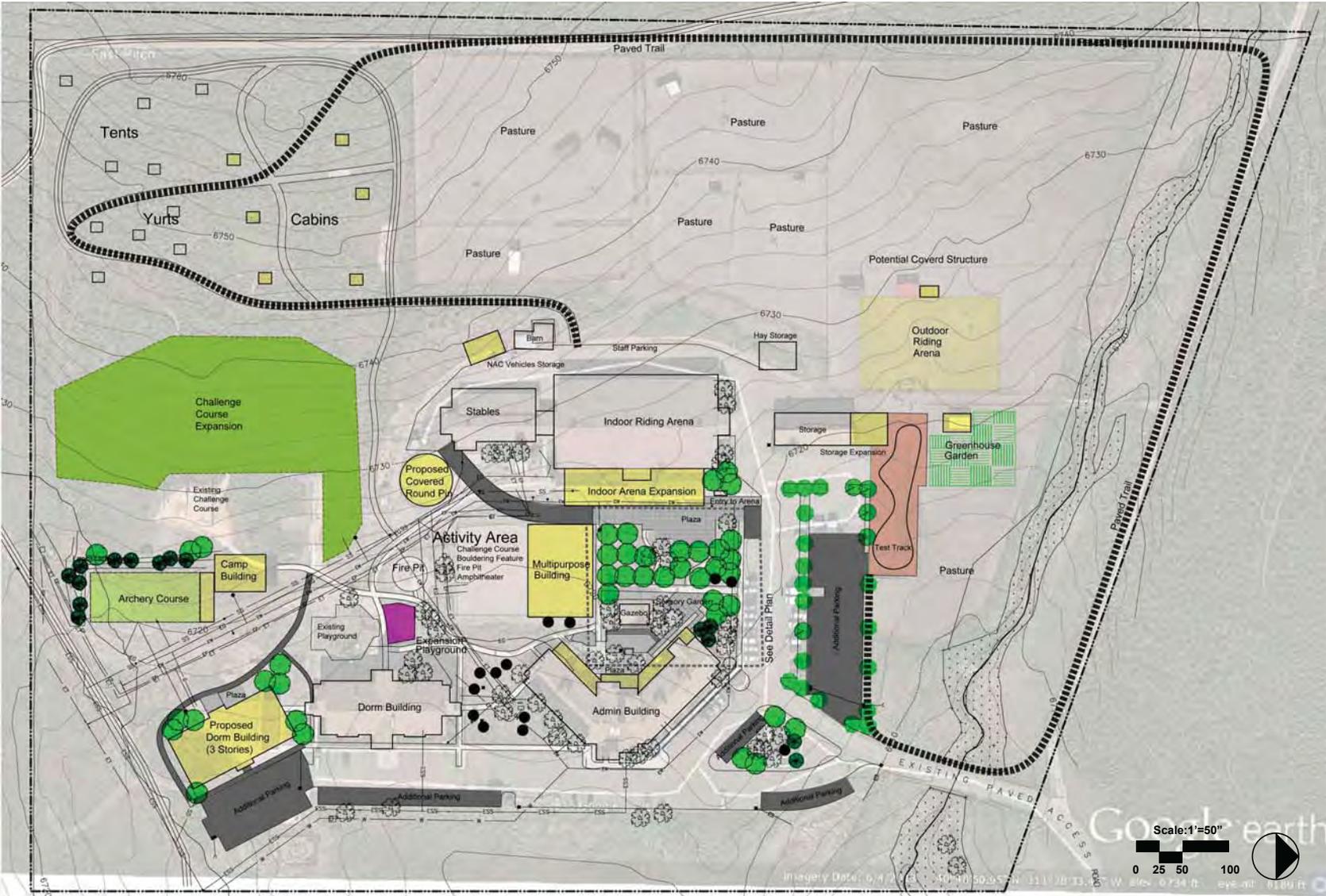
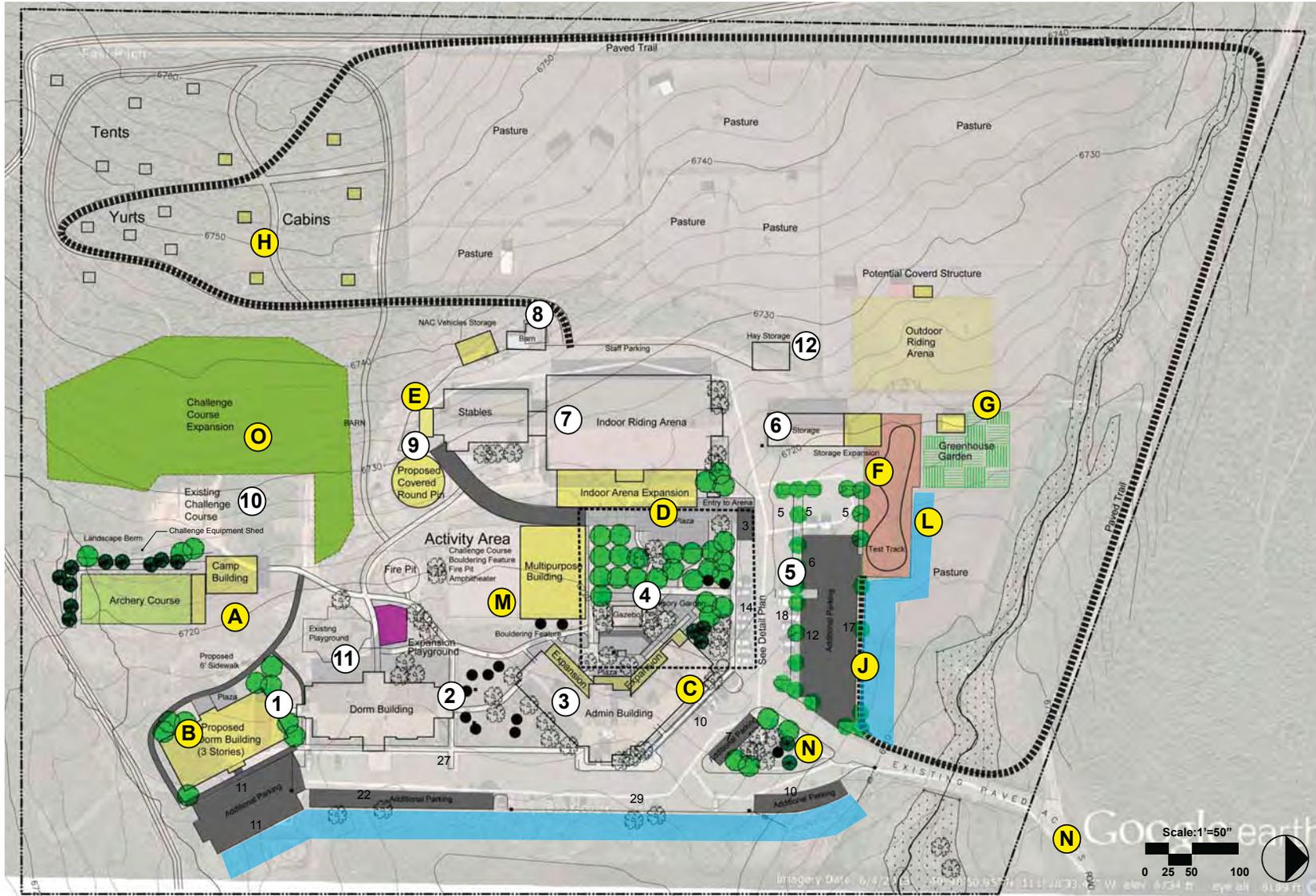


EXHIBIT H



Utilities Plan



PLANTING LIST

SYMBOL	SP. SY.	SCIENTIFIC NAME	COMMON NAME	SIZE
		Pink Pine	Australian Pine	8'-10' height
		Pinus taeda	Loblolly Shortleaf	7' DIA.
		Pinus strobus	Loblolly Shortleaf	7' DIA.
		Quercus laevis	White Oak	7' DIA.

Development Data:

Existing

- 1) Archery Pavilion (2,200 sf)
- 2) 2 Story Lodge (18,300 sf)
- 3) Administration Building (Program Services) (12,780 sf)
- 4) Gazebo
- 5) Parking
- 6) Storage Building (2,800 sf)
- 7) Equestrian Arena, Stalls & Offices (24,800 sf)
- 8) Equipment Storage Buildings (625 sf)
- 9) Outdoor Round Pen
- 10) Challenge Course
- 11) Playground
- 12) Hay Storage Building

Proposed

- A) Archery Pavilion(replaces existing), Classrooms, Restrooms (2,200 sf)
- B) 3 Story Lodge (22,266 sf)
- C) Expansion to Administration Building (3,400 sf)
- D) Expansion to Equestrian Arena, Meeting Spaces & Restrooms (12,188 sf)
- E) Addition to the Stables (650 sf)
- F) Expansion to Storage Building (1,400 sf)
- G) Greenhouse/Gardens (500 sf)
- H) Tent platforms/Cabins (2,700 sf)
- J) Additional Parking
- K) Relocated Outdoor Riding Arena (240 sf)
- L) Equipment "Test Track Area" Center Campus Activity/Multi-Purpose Area (7,000 sf)
- N) Entry Signage Structure (Bottom of drive way)
- O) Challenge Course Expansion

Parking:

Existing:	113 Stalls
Proposed:	101 Stalls
	Total: 214 Stalls

Snow Storage



Amphitheater Example



Bench Example



Bench Example



Bouldering Feature



Amphitheater Example



Grove of Aspens



Sensory Garden Example



Sensory Garden Example

Detail Plan



Open Space Plan

OFFICE OF PUBLIC ARCHAEOLOGY
BRIGHAM YOUNG UNIVERSITY
MUSEUM OF PEOPLES AND CULTURES, B-67
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WEBSITE: opa.byu.edu



December 10, 2015

Ms. Harriet Natter
Wise Earth
PO Box 980994
Park City, UT 84098

Re: NAC Inventory – Park City, Utah

Dear Harriet,

Per your request, Lane Richens and myself stopped by the NAC (National Ability Center) property in Park City, Utah, while we were in the area doing other surveys. We located the designated survey area and carried out a thorough inventory of that property. Much of the area is already impacted by roads (paved and dirt) or other disturbances, although there were some relatively undisturbed areas in or near the wetlands. No archaeological sites or isolated finds were located during the inventory.

Please let me know if there is anything else that you need.

Best Regards,

A handwritten signature in cursive script that reads "Richard K. Talbot".

Rich Talbot
OPA/BYU

November 4, 2015

Mr. Hollis Jencks
USACOE
533 W. 2600 S. Suite 150
Bountiful, Utah 84010

Dear Mr. Jencks:

An updated wetland delineation is enclosed for the National Ability Center (NAC) in Park City, Utah. The Corps file number is 199950134. The site is somewhat drier and spring season data confirms that aside from the drainage on the north end of the site, the other areas mapped as wetlands or ephemeral channels should be deleted. I have photo documented the deleted areas and also provided groundwater data collected in late May to support the revised map.

For your review of this site, in addition to the updated delineation map and report, I've also included the old wetland delineation map. If you have questions or need any other information, please let me know.

Sincerely,



Harriet Natter

Enclosure

Cc Michael Barille, Plan Works Design
Johnny Serio, NAC

**DELINEATION OF WETLANDS
AND
WATERS OF THE US
(Update)
Corps File # 199950134**

**National Ability Center (NAC)
1000 Ability Way
Park City, Utah 84060**

NE ¼ Section 3 T2S. R4E.

November, 2015

Prepared for:

**National Ability Center
PO Box 682799
Park City Utah 84068-2799**



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APPENDICES

Appendix A

Maps

Sheet 1	Location Map
Sheet 2	Wetland Map

Appendix B

Data Forms

Summary

Applicant – Johnny Serio, National Ability Center, PO Box 682799, Park City, UT 84068-2799

Property owner – National Ability Center, PO Box 682799, Park City, UT 84068-2799

Project Area – Approximately 26.2 acres

Location – 1000 Ability Way, Park City, Utah 84060

Directions – From Salt Lake take I-80 East to Highway 40 South. Take second exit right toward Park City, then first right onto Round Valley Drive, then first left on Gillmor Way, then left on Ability Way.

Delineation method - The delineation was conducted according to the guidelines and procedures outlined in the US Army Corps of Engineers' *Wetlands Delineation Manual* (Technical Report Y-87-1) and the *2010 Western Mountains Regional Supplement*.

Existing field conditions – The site is a dryland parcel developed by the National Ability Center (NAC) with an administrative building, lodging, a horse barn, indoor riding arena, and livestock paddocks. There is a drainage on the north end of the parcel which is crossed by the main entrance road and also a footbridge. Two wetland delineations were completed in 1998. One was by Basin Hydrology and one by Diversified Habitats. The two wetland maps were similar. The Diversified Habitats map was approved by the US Army Corps of Engineers (Corps) in April, 1999.

Vegetation – Wetlands are dominated by Baltic Rush (*Juncus balticus*) with minor components of Reed Canary Grass (*Phalaris arundinacea*) Spreading Bentgrass (*Agrostis stolonifera*) Canadian Thistle (*Cirsium arvense*) Montane Golden Banner (*Thermopsis montana*) and Kentucky Bluegrass (*Poa pratensis*). Uplands are dominated by Big Sagebrush (*Artemisia tridentata*) Western Wheatgrass (*Pascopyrum smithii*) Common Yarrow (*Achillea millefolium*) Graceful Cinquefoil (*Potentilla gracilis*) and Basin Wild-Rye/Great Basin Lyme Grass (*Leymus cinereus*).

Soils – Soils in uplands are dark brown 10YR 2/1 to a depth of at least 18 (2/2 in uplands on the south end of the site). Wetland soils are also dark brown 10YR 2/1 but also have mottles and/or a somewhat thick root layer and higher organic content compared to upland soils, though no histic characteristics were found. Soil texture is most commonly clay loam and clay.

Hydrology – Wetland hydrology was confirmed in May, 2015 only in the swale bordering the north property line. A narrow channel flows seasonally and/or intermittently and may be perennially saturated near the road crossing at the lower end of the channel. The adjacent wetlands are seasonally saturated.

Wetland boundary justification – Spring season data collected in May 2015 confirms water features formerly mapped on the east and southeast portions of the site do not meet criteria qualifying these areas as wetlands or channels. The north seasonal channel and wetlands are mapped similarly to the former delineation although the wetland is somewhat smaller.

Potential navigable water or commerce connection – The waterway on site is currently assumed to be connected to Silver Creek which flows to the Great Salt Lake via the Weber River.

Wetland vegetation demonstrated to be present solely due to irrigation – None.

Natural wetlands/waters that appear to be isolated – None.

Acreeage of wetland and waters

Upper Intermittent Stream Channel (all of which is within wetland) 495 linear feet (x 1.5' wide on average = 0.02 acres)

Lower Perennial Stream Channel (all of which is within wetland) 620 linear feet (x 1.5' wide on average – 0.02 acres)

Meadow Wetlands (PEM) 0.83 acres

1. INTRODUCTION

This wetland delineation was completed for the National Ability Center (NAC) care of Johnny Serio, Facilities and Capital Manager. The NAC site is located on Ability way in Park City, Utah. The project area is 26.2 acres. The project location is shown on Sheet 1 in Appendix A. The purpose of this project was to delineate potentially jurisdictional wetlands and waters of the US as defined by Section 404 of the Clean Water Act (CWA).

The US Army Corps of Engineers (USACE) and the US Environmental Protection Agency (EPA) define wetlands as areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Saturated soil conditions are further described as saturated to the surface at some time during the normal growing season.

2. SITE DESCRIPTION / EXISTING CONDITIONS

The site is a dryland parcel developed by the National Ability Center (NAC) with an administrative building, lodging, a horse barn, indoor riding arena, and livestock paddocks. There is a drainage on the north end of the parcel which is crossed by the main entrance road and also a footbridge. Two wetland delineations were completed in 1998. One was by Basin Hydrology and one by Diversified Habitats. The two wetland maps were similar. The Diversified Habitats map was approved by the US Army Corps of Engineers (Corps) in April, 1999. The site elevation ranges from approximately 6700 feet at the lower end in the northeast corner up to about 6765 feet at the high end in the southwest corner of the site. Contours for this site were provided by Alliance Engineering.

3. DELINEATION METHOD

This delineation was conducted according to the guidelines and procedures outlined in the US Army Corps of Engineers' *Wetland Delineation Manual* (USACE, 1987) and the *2010 Western Mountain Regional Supplement* (USACE, 2010). The examination for wetlands was based on three parameters: vegetation, soils, and hydrologic features. At each data point, all of these parameters must exhibit wetland characteristics for that point to be within the wetland boundary.

All areas that appeared to be potential wetlands were examined. Data was collected from wetland areas as necessary to generally characterize the wetland features. Dominant vegetation species were identified at each data point. Percent cover for dominant species in each strata was noted based on visual

estimation within a plot size representative of the data point. The sizes and shapes of plots can vary, as appropriate, to adapt to topography or other site conditions. They are typically a radius of 10 to 30 feet unless otherwise noted. The 50/20 dominance test was used by combining dominant species across strata and applying the dominance test to the combined list. Dominants are the most abundant species that individually or collectively account for more than 50 percent of the total coverage of vegetation in the stratum, plus any other species that, by itself accounts for at least 20 percent of the total. If two or more dominant species are equal in coverage they are all considered to be dominants. Each species was assigned a rating as to wetland status based on the National Wetland Plant List, 2014 Update of Wetland Ratings (*Lichvar et.al., 2014*) and using the U.S. Army Corps of Engineers, Western Mountains Final Draft Ratings List, published June, 2012. If more than 50 percent of the dominant plant species had a wetland indicator status (obligate [OBL], facultative wetland [FACW], or facultative [FAC]) the sample point met the criteria for wetland vegetation based on dominance. Each dominant species is treated equally. Thus, a plant community with seven dominant species across all strata would need at least four dominant species that are OBL, FACW, or FAC to be considered hydrophytic by this indicator. If the vegetation dominance test failed to meet the criteria, but soil and hydrology criteria were met at the data point, then a test of prevalence of wetland vegetation was calculated. If this test met qualifying conditions (an end calculation equal to or less than 3), the criteria for wetland vegetation was met based on prevalence and recorded on the data sheet. Data point locations and upland/wetland boundaries are presented on the Wetland Map (Sheet 2, Appendix A). Vegetation at each data point, along with the estimation of cover for each species, is listed on the data forms included in Appendix B.

Soils were examined for hydric characteristics by digging a hole to approximately 16-18 inches (or as necessary to evaluate soil characteristics relevant to hydric conditions). Soil moisture, texture and color were observed, and any evidence of high organic content, redoximorphic features/mottles, gleyed matrix or other hydric indicators were noted. Soils were moistened and compared to *Munsell Color Charts* (Macbeth, 1990) for determination of value, chroma and hue. If soil characteristics fit those described as hydric indicators in the *Field Indicators of Hydric Soils in the US, Version 7.0 (NRCS, 2010)* the criteria for hydric soils was met and recorded on the data sheet.

Depth to groundwater and saturated soil were documented at the time of the field survey after waiting an appropriate time to allow groundwater to reach a static level. These two features were considered the most significant indicators of the hydrologic condition taking into account irrigation and seasonal influences. If these features failed to indicate wetland hydrology (defined as seasonally or permanently saturated within the upper 12 inches) additional primary and secondary indicators were considered (sediment deposits, water marks, drainage patterns, etc.). If at least one primary, or two secondary, indicators were observed, the criteria for wetland hydrology was met and recorded on the data sheet.

Data points meeting all three parameters for classification as a wetland were mapped within the wetland boundary. The boundary line typically is positioned around areas with vegetation similar to the representative wetland data points. In some cases obvious and distinct changes in vegetation and/or topography are present and the wetland boundary follows these changes. In areas where these changes are not distinct, the wetland boundary is generally placed within an area where the plant species mix grades to a predominance of upland vegetation.

This wetland delineation requires verification by the USACE prior to providing a letter of confirmation regarding their concurrence with the estimate of potential waters of the US depicted herein. The USACE letter provides a preliminary Jurisdictional Determination (JD) identifying all potentially jurisdictional waters of the US in the project area.

4. FIELD SURVEY RESULTS

Limited field data was collected in May, 2015 to determine if seasonally wet hydrology was present in marginal areas and particularly where the previous delineations (conducted in late summer) indicated spring season data would be needed to determine if qualifying hydrology was actually present. The remaining field data were collected in September, 2015. The locations of data points are shown on the Wetland Map in Appendix A. Photographs are included in the vegetation section of this text. All other data are recorded on attached data forms in Appendix B. The extent of wetlands was determined based on broad observations of existing site conditions as well as specific vegetation, soils and hydrology data from each sample location. Where conditions were generally found to be similar to the previous wetland map the previous wetland line was not altered.

4.1. Vegetation

Wetlands are dominated by Baltic Rush (*Juncus balticus*) with minor components of Reed Canary Grass (*Phalaris arundinacea*) Spreading Bentgrass (*Agrostis stolonifera*) Canadian Thistle (*Cirsium arvense*) Montane Golden Banner (*Thermopsis montana*) and Kentucky Bluegrass (*Poa pratensis*). Uplands are dominated by Big Sagebrush (*Artemisia tridentata*) Western Wheatgrass (*Pascopyrum smithii*) Common Yarrow (*Achillea millefolium*) Graceful Cinquefoil (*Potentilla gracilis*) and Basin Wild-Rye/Great Basin Lyme Grass (*Leymus cinereus*). Plant species most commonly found on site and their wetland status are listed in Table 1. Data forms are in Appendix B.

Table 1
Plant Species and Wetland Indicator (2014 Western Mountains List)

Scientific Name	Common Name	Indicator Status**
Wetland Species		
<i>Agrostis stolonifera</i>	Spreading Bentgrass	FAC
<i>Alopecurus pratensis</i>	Field Meadow-Foxtail	FAC
<i>Cirsium arvense</i>	Canadian Thistle	FAC
<i>Epilobium ciliatum</i>	Fringed Willowherb	FACW
<i>Equisetum laevigatum</i>	Smooth Scouring-Rush	FACW
<i>Hordeum jubatum</i>	Fox-Tail Barley	FAC
<i>Juncus balticus</i>	Baltic Rush	FACW
<i>Leymus cinereus</i>	Great Basin Lyme Grass	FAC
<i>Phalaris arundinacea</i>	Reed Canary Grass	FACW
<i>Phragmites australis</i>	Common Reed	FACW
<i>Poa pratensis</i>	Kentucky Bluegrass	FAC
<i>Potentilla gracilis</i>	Graceful Cinquefoil	FAC
<i>Symphyotrichum chilense</i>	Pacific American-Aster	FAC
<i>Thermopsis montana</i>	Montane Golden-Banner	FAC
<i>Typha latifolia</i>	Broad-Leaf Cattail	OBL
Upland Species		
<i>Achillea millefolium</i>	Common Yarrow	FACU
<i>Artemisia cana</i>	Silver/Coaltown Sagebrush	FACU
<i>Artemisia tridentata</i>	Big Sagebrush	NA
<i>Cardaria draba</i>	Hoary Cress	NA
<i>Pascopyrum smithii</i>	Western Wheat Grass	FACU
<i>Verbascum thapsus</i>	Great Mullein	FACU

** Wetland indicator status – National Wetland Plant List, 2014
 OBL – plants that always occur in standing water or in saturated soil
 FACW – plants that nearly always occur in areas of prolonged flooding or require standing water or saturate soils but may, on rare occasions, occur in non-wetlands
 FAC – plants that occur in a variety of habitats, including wetland and mesic to xeric non-wetland habitats but often occur in standing water or saturated soils.
 FACU – plants that typically occur in xeric or mesic non-wetland habitats but may frequently occur in standing water or saturated soils
 UPL – plants that almost never occur in water or saturated soils
 NA – not listed

For this wetland delineation update, several data points were positioned to document upland conditions in areas formerly mapped as wetlands. Photo documentation of these areas is also presented on the following pages.

Figure 1 – Drying Area Formerly Mapped as Wetland (DP4)



Figure 2 – Topo High Ditch/Swale Formerly Mapped as Wetland



Figure 3 – Southeast Area Formerly Mapped as Wetland/Drainages



4.2. Soils

Soils in uplands are dark brown 10YR 2/1 to a depth of at least 18 (2/2 in uplands on the south end of the site). Wetland soils are also dark brown 10YR 2/1 but also have mottles and/or a somewhat thick root layer and higher organic content compared to upland soils, though no histic characteristics were found. Soil texture is most commonly clay loam and clay. Soils are mapped by the Natural Resources Conservation Service (NRCS) primarily as Ayoub cobbly loam, 2-15% slope and a small area of Fewkes gravelly loam, 2 to 8% slope in the northeast corner of the site. Neither of these are hydric listed soils.

The previous wetland delineations noted soils as hydric based on low chroma alone, in some cases even where wetland hydrology was undocumented and the delineation noted that hydrology should be evaluated in the spring. None of the areas removed from the wetland map met hydric soil criteria.

4.3. Hydrology

Wetland hydrology was confirmed in May, 2015 only in the swale bordering the north property line. Two data points in the formerly mapped east wetland and one data point in the southeast corner had no water in pits dug to 24 inches in May. There also is no evidence of channel bed or banks in the southeast corner where the Basin Hydrology map formerly shows potential ephemeral channels (Figure 4 photo).

The channel in the north wetland flows seasonally and/or intermittently generally becoming perennial near

the road crossing at the lower end of the property. The wetlands adjacent to this channel are seasonally saturated. Part of this wetland near the road crossing was re-mapped as upland because the depth to groundwater was greater than 24 inches at data point 1 and 18 inches at data point 2 in May. The new wetland line was placed just below data point 2. Figure 4 shows a sketch of the OHWM at the perennial section of channel near the road crossing. The drainage is shallow, narrow and bordered by wetland. Figure 5 is a photograph of the upper section of channel which is incised and is seasonally dry.

Figure 4 – OHWM – Lower Perennial Channel at Existing Road Crossing

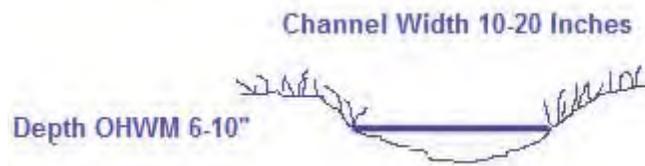


Figure 5 – Photo of Dry/Seasonal Incised Section of Upper Channel (Data Point 5)



5 CONCLUSIONS

Consistently, the areas formerly mapped as wetland which were changed to upland had one or several of the following circumstances.

1. Classification as wetland was based on vegetation without data or data lacked credible hydric soil characteristics and the vegetation consisted of species that also grow reasonably well in uplands. Specifically, *Juncus balticus* and *Poa pratensis*.
2. The former wetland delineation noted that certain areas may not qualify as wetland if re-evaluated during the spring and in fact these areas were entirely dry to at least 24 inches below the ground surface in May, 2015.
3. Wetlands were outlined broadly or conditions have become drier over time as evidenced by spring season hydrology or a change in the plant community, primarily having invasive species present such as *Cirsium arvense*.

Wetland boundary justification – Spring season data collected in May 2015 confirms water features formerly mapped on the east and southeast portions of the site do not meet criteria qualifying these areas as wetlands or channels. The north seasonal channel and wetlands are mapped similarly to the former delineation although the wetland is somewhat smaller.

Potential navigable water or commerce connection – The waterway on site is currently assumed to be connected to Silver Creek which flows to the Great Salt Lake via the Weber River.

Wetland vegetation demonstrated to be present solely due to irrigation – None.

Natural wetlands/waters that appear to be isolated – None.

Acreage of wetland and waters

Upper Intermittent Stream Channel (all of which is within wetland) 495 linear feet (x 1.5' wide on average = 0.02 acres)

Lower Perennial Stream Channel (all of which is within wetland) 620 linear feet (x 1.5' wide on average – 0.02 acres)

Meadow Wetlands (PEM) 0.83 acres

6 REFERENCES

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USACE, 2010. *Regional Supplement to the Corps of Engineers, Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region, (Version 2.0)*, Environmental Laboratory, September, 2010.



DATE: July 21, 2016

TO HONORABLE MAYOR AND COUNCIL

Current Utah Code prohibits a municipality from banning a person from discharging fireworks during certain times surrounding the Fourth of July, Pioneer Day, New Year's and Chinese New Year's, except in areas of Wildland Urban Interface (WUI) under certain hazardous conditions. All of Park City is considered WUI and over the last nine years an ordinance adopting a ban during the holiday periods has been enacted five times due to hazardous weather conditions for fire.

Conditions that increase the chance of a wildland fire, such as temperature, wind, humidity and brush moisture can change on a daily basis, as outlined by the Great Basin Coordination Center (GBCC) production of a daily, weekly and monthly fire outlook reports. Staff's continuing difficulty over the years has been balancing the holiday celebrations with the ever changing environmental conditions, coupled with meeting the timelines required for Council agendas and noticing.

The Fire Code Official already has the authority under the International Fire Code (IFC) to prohibit open burning and some sources of ignition due to hazardous environmental conditions but under current Utah code may not prohibit sources such as fireworks and sky lanterns without legislative action by the City Council.

Staff recommends that the Council hold a public hearing and adopt the proposed ordinance delegating the authority to enact a prohibition on all sources of ignition in an expeditious manner in all areas of the WUI when hazardous environmental conditions exist.

Respectfully –
Hugh Daniels, CEM, UCEM
Emergency Manager

Respectfully:

Hugh Daniels,



City Council Staff Report

Subject: City Council Delegation of Authority to the Fire Code Official to Determine When Hazardous Environmental Conditions Exist Within Park City Necessitating Restrictions On Ignition Sources

Author: Hugh Daniels, Emergency Manger
Chad Root, Fire Code Official/Chief Building Official
Wade Carpenter, Fire Marshal/Chief of Police

Department: Executive, Building, Public Safety

Date: July 21, 2016

Type of Item: Legislative

Summary Recommendation

Hold a Public Hearing and adopt an **ORDINANCE ADOPTING MUNICIPAL CODE TITLE 11, CHAPTER 9, SECTION 3, FIRE CODE, CITY COUNCIL DELEGATION OF AUTHORITY TO THE FIRE CODE OFFICIAL TO DETERMINE WHEN HAZARDOUS ENVIRONMENTAL CONDITIONS EXIST WITHIN PARK CITY NECESSITATING RESTRICTIONS ON IGNITION SOURCES.**

Executive Summary

Current Utah Code prohibits a municipality from banning a person from discharging fireworks during certain times surrounding the Fourth of July, Pioneer Day, New Year's and Chinese New Year's, except in areas of Wildland Urban Interface (WUI) under certain hazardous conditions. All of Park City is considered WUI and over the last nine years an ordinance adopting a ban during the holiday periods has been enacted five times due to hazardous weather conditions for fire.

Conditions that increase the chance of a wildland fire, such as temperature, wind, humidity and brush moisture can change on a daily basis, as outlined by the Great Basin Coordination Center (GBCC) production of a daily, weekly and monthly fire outlook reports. Staff's continuing difficulty over the years has been balancing the holiday celebrations with the ever changing environmental conditions, coupled with meeting the timelines required for Council agendas and noticing.

The Fire Code Official already has the authority under the International Fire Code (IFC) to prohibit open burning and some sources of ignition due to hazardous environmental conditions but under current Utah code may not prohibit sources such as fireworks and sky lanterns without legislative action by the City Council.

Staff recommends that the Council hold a public hearing and adopt the proposed ordinance delegating the authority to enact a prohibition on all sources of ignition in an expeditious manner in all areas of the WUI when hazardous environmental conditions exist.

Acronyms

FFSL	Forestry, Fire and State Lands
GBCC	Great Basin Coordination Center
IFC	International Fire Code
PIO	Public Information Officer
WUI	Wildland Urban Interface

The Problem

Current Utah code restricts the municipality's ability to prohibit certain sources of ignition at certain times of year. There is a method for the City Council to enact necessary restrictions if they are in the WUI and specific hazardous environmental conditions exist. However, those very important environmental conditions that can significantly increase the chance of a wildfire can change from day to day. In order to meet the required meeting dates, timelines and noticing for Council to take action, there can often be a gap of three weeks or more.

The Chief Fire Code Official is already given the authority and conditions in which he/she can enact a prohibition of most ignition sources. The decision to enact a prohibition or rescind such an order may often need to be made expeditiously, including the use of current GBCC data and covering all sources of ignition.

Background

The use of consumer fireworks has been an ongoing problem over the years and has caused fires in Park City. In Utah, the greatest fire risks generally start in southern Utah and move north. Most fires are started by either lightning, fireworks or discharge of weapons. In the Park City area, despite a very wet spring we still have moderate to severe drought; higher than normal predicted temperatures in July and August; increasing low moisture in both live and dead fuels.

Wildfire will always be a concern in Park City and Summit County as a WUI area. Weather is also a key to how easy fires start and how quickly they expand. The good news is that 98% of brush and wildfires are stopped in the initial attack. The bad news is even a small wind coupled with dry fuels can lead to a significant fire. Our close to normal snow pack melted early but was replaced by some significant precipitation in May and June. The down side of course is the increase in the growth of grasses with that additional rain in the spring.

During the 2013 Utah Legislative session amendments were made to Utah Code Section 53-7-225 which prohibits municipalities from banning a person from discharging fireworks, except for negligent discharge or as provided under Subsection [15A-5-202.5\(1\)\(c\)](#), during prescribed times surrounding four holiday periods, July 4th, July 24th, New Year's and Chinese New Year's. Subsection 15A-5-202.5(1)(c) gives Council the authority, if the Fire Code Official determines that hazardous environmental conditions necessitate controlled use of any ignition source, including fireworks, lighters, matches, sky lanterns, and smoking materials, to prohibit only the ignition or use of the ignition

source in mountainous, brush-covered, or forest-covered areas or the wildland urban interface area, which means the line, area, or zone where structures or other human development meet or intermingle with undeveloped wildland or land being used for an agricultural purpose.

Staff has found it difficult in the past to compare the ever changing environmental conditions with the need to get on the Council's agenda in a timely manner. The goal is to always keep our community safe and if conditions change over a period of a week, we need to be expeditious in enacting appropriate prohibitions and likewise to remove those prohibitions when the conditions improve. Further, it makes sense to give the authority for all sources of ignition to the Fire Code Official, who will still need to meet all the requirements of the Utah code and the IFC. In addition this allows us to better get the word out to citizens and businesses in a timelier manner, as to what is allowed and what is not. Currently they can be kept in limbo for several weeks.

In addition to the proposed ordinance, staff is in the process of developing an administrative policy that reinforces the requirements of the Utah code and IFC to enact a prohibition, how the City Council will be notified of any restrictions put in place or rescinded, who will be required to consult with the Fire Code Official in making such a determination, including but not limited to, the city's Fire Marshal, Emergency Manager, Police Chief, City Manager and/or Park City Fire District officials. The city Public Information Officer (PIO) will assist in keeping the community informed through all of our available communications channels.

Staff will begin working with the Utah Department of Fire, Forestry and State Lands (FFSL) on a new agreement for covering the costs of wildland fire suppression as permitted by Senators Vickers' legislation SB 122S3 which passed earlier this year and takes effect January 1, 2017. Former Councilmember Liza Simpson worked hard on this bill along with the Utah League of Cities and Towns. This is coupled with the recent adoption of the Wildland Urban Interface Code and Emergency Management's ongoing community outreach program on defensible space.

Alternatives for City Council to Consider

1. Recommended Alternative: Hold a public hearing and approve the Ordinance

Pros

- a. Allows the Fire Code Official to act expeditiously to establish restrictions based on ever changing environmental conditions.
- b. Allows him/her to remove restrictions quickly when warranted.
- c. Allows restrictions of all sources of ignition subject to existing Utah and IFC codes.

Cons

- a. Council is delegating its current authority, though they may rescind that delegation at any time.
- b. May be seen by the legislature unfavorably, though other municipalities who have instituted similar ordinances have not been challenged.

Consequences of Selecting This Alternative

Provides the ability to quickly act to help protect the community during times of hazardous environmental conditions that can increase the chance of wildfire by restricting all sources of ignition within the designated WUI.

2. **Null Alternative:** It will be more difficult to enact restrictions in a timely manner.

Pros

- a. Little action needs to be taken

Cons

- a. When restrictions are required to prohibit open sources of ignition to protect the public safety there may be a delay in authorization.
b. It will be difficult to act on the most current outlook and predictions from the GBCC.

Department Review

Executive, Legal, Building, Emergency Management, Police

Funding Source

There are no funding requirements to enact this Ordinance. Funding for any match or in-kind required for a future agreement with FFSL will come out of existing Building, Emergency Management and Community Affairs budgets and FEMA Emergency Management Program Grants (as available).

Attachments

- A AN ORDINANCE ADOPTING MUNICIPAL CODE TITLE 11, CHAPTER 9, SECTION 3, FIRE CODE, CITY COUNCIL DELEGATION OF AUTHORITY TO THE FIRE CODE OFFICIAL TO DETERMINE WHEN HAZARDOUS ENVIRONMENTAL CONDITIONS EXIST WITHIN PARK CITY NECESSITATING RESTRICTIONS ON IGNITION SOURCES**

Attachment A

Ordinance No. 2016-36

AN ORDINANCE ADOPTING MUNICIPAL CODE TITLE 11, CHAPTER 9, SECTIONS 3 and 3.1, CITY COUNCIL DELEGATION OF AUTHORITY TO THE FIRE CODE OFFICIAL TO DETERMINE WHEN HAZARDOUS ENVIRONMENTAL CONDITIONS EXIST WITHIN PARK CITY NECESSITATING RESTRICTIONS ON IGNITION SOURCES

WHEREAS, the City Council of Park City Municipal Corporation, Utah, (herein "City"), in conjunction with the Park City Fire Code Official and the Park City Municipal Fire Marshal, has a desire to reduce the threat of wildfires within the City limits; and

WHEREAS, the Park City Fire Code Official and Park City Fire Marshal have deemed that Park City is subject to an elevated risk of wildfire because of its mountainous setting and extensive wildland interface; and

WHEREAS, Park City and Summit County have the greatest amount of wildland urban interface in the state of Utah; and

WHEREAS, The Utah Division of Forestry, Fire and State Lands in consultation with local Fire Officials has designated all of Park City to be a Wildland Urban Interface area;

WHEREAS, the City desires to reduce the risk of wildfires which may cause extensive damage and economic hardship within the City; and

WHEREAS, decisions regarding prohibition of ignition sources due to hazardous environmental conditions must be made without undue delay;

WHEREAS the Park City Fire Code Official may make those decisions expeditiously;

WHEREAS the City Council desires to delegate to the Park City Fire Code Official the decision as to when hazardous environmental conditions necessitating prohibition on ignition sources exist;

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

SECTION 1. ADOPTION. Title 11, Chapter 9, Section 3, HAZARDOUS ENVIRONMENTAL CONDITIONS and Title 11, Chapter 9, Section 3.1 DELEGATION of the Park City Municipal Code is hereby adopted as follows:

11-9-3 HAZARDOUS ENVIRONMENTAL CONDITIONS. If hazardous environmental conditions exist in the City, the City Fire Code Official may prohibit the ignition or use of an ignition source, including fireworks, lighters, matches, sky lanterns, and smoking materials as necessary to reduce the risk of wildfire.

11-9-3.1 DELEGATION. The City Council has delegated this authority to the City Fire Code Official and may elect to rescind such delegated authority at its discretion.

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

PASSED AND ADOPTED this 21st day of July, 2016.

PARK CITY MUNICIPAL CORPORATION

Mayor Jack Thomas

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney



DATE: July 21, 2016

TO HONORABLE MAYOR AND COUNCIL

Over the past year staff has been reviewing all of the Utah and International Fire Code (IFC) Wildland Urban Interface (WUI) issues as they apply to Park City. During that review, the City Attorney's office researched the issue of recovering costs for an emergency response to any negligently caused fires including the negligent use of fireworks.

During that research it was found that Utah Code Section 65A-3-4 does not clearly include municipalities as entities that may recover costs pursuant to the statute. Therefore our recommendation for the best course of action is for the City Council to pass its own ordinance specifically authorizing Park City Municipal Corporation to recover costs for emergency responses to negligently caused fires.

Staff recommends that the Council hold a public hearing and adopt the proposed ordinance adopting a process for recovery of costs from responding to emergencies resulting from fires and fireworks.

Respectfully –
Hugh Daniels, CEM, UCEM
Emergency Manager

Respectfully:

Hugh Daniels,



City Council Staff Report

Subject: Ordinance Adopting a Process for Recovery of Costs for Responding to Emergencies Resulting from Fires Caused by Negligence
Author: Hugh Daniels, Emergency Manager
Department: Executive
Date: July 21, 2016
Type of Item: Legislative

Summary Recommendation

Hold a Public Hearing and adopt an **ORDINANCE ADOPTING MUNICIPAL CODE TITLE 6, CHAPTER 5 ADOPTING A PROCESS FOR RECOVERY OF COSTS FOR RESPONDING TO EMERGENCIES RESULTING FROM FIRES CAUSED BY NEGLIGENCE OF PROPERTY OWNERS/OCCUPIERS OR NEGLIGENT USE OF FIREWORKS**

Executive Summary

Over the past year staff has been reviewing all of the Utah and International Fire Code (IFC) Wildland Urban Interface (WUI) issues as they apply to Park City. During that review, staff has looked at recovering costs for an emergency response to any negligently caused fires including the negligent use of fireworks.

During that research it was found that Utah Code Section 65A-3-4 does not clearly include municipalities as entities that may recover costs pursuant to the statute. Therefore our recommendation for the best course of action is for the City Council to pass its own ordinance specifically authorizing Park City Municipal Corporation to recover costs for emergency responses to negligently caused fires.

Furthermore, research has shown that the free public services doctrine will likely bar the City from recovery absent this specific statutory authority. This doctrine states that governments can't recover from individuals or entities whose negligent actions have caused the need for the emergency response under the reasoning that a governmental entity providing certain essential services for the public can more fairly absorb and pass the costs for those services on to its citizenry as a whole through taxation. However, this doctrine can be superseded by a specific statutory authority to recover those costs.

Staff recommends that the Council hold a public hearing and adopt the proposed ordinance adopting a process for recovery of costs from responding to emergencies resulting from fires and fireworks.

Acronyms

CEMP Comprehensive Emergency Management Plan
EMG Emergency Management Group

IFC International Fire Code
WUI Wildland Urban Interface

The Problem

Current state code is not clear on a municipality's ability to recover the costs of suppressing wildland fires from the person who caused the fire or its spread and may be interpreted as not including municipalities. Park City needs to provide for a process to recover the costs for responding to fire emergencies resulting from fires caused by negligence.

Background

Wildfire is one of Park City's highest listed hazards in our Comprehensive Emergency Management Plan (CEMP) as determined by the Emergency Management Group (EMG), the policy committee for Emergency Management. Further all of Park City is considered to reside in the Wildland Urban Interface (WUI).

Negligently caused fires may cause extensive damage and economic hardship within the City. The City does not currently have a procedure for recovering costs directly associated with a response to a fire emergency from any person, corporation, partnership or other individual or entity whose negligent actions cause fire emergency expenses incurred by city agencies, including the negligent use of fireworks.

Alternatives for City Council to Consider

- 1. Recommended Alternative:** Hold a public hearing and approve the ordinance.

Pros

- a. Provides a process to recover the costs of negligently caused fires.

Cons

- a. None

Consequences of Selecting This Alternative

Allows the City to seek recovery of the costs for responding to fire emergencies when caused by negligence.

- 2. Null Alternative:** Park City will have no ability to recover costs of a negligent fire emergency response.

Pros

- a. None

Cons

- a. Current statutes do not adequately protect the City's ability to recover the costs of response and suppression of negligent fire emergencies.

Department Review

Executive, Legal

Funding Source

There are no funding requirements in the adoption of this Ordinance.

Attachments

- A AN ORDINANCE ADOPTING MUNICIPAL CODE TITLE 6, CHAPTER 5 ADOPTING A PROCESS FOR RECOVERY OF COSTS FOR RESPONDING TO EMERGENCIES RESULTING FROM FIRES CAUSED BY NEGLIGENCE OF PROPERTY OWNERS/OCCUPIERS OR NEGLIGENT USE OF FIREWORKS**

Attachment A

Ordinance No. 2016-37

**AN ORDINANCE ADOPTING MUNICIPAL CODE TITLE 6, CHAPTER 5
ADOPTING A PROCESS FOR RECOVERY OF COSTS FOR RESPONDING TO
EMERGENCIES RESULTING FROM FIRES CAUSED BY NEGLIGENCE OF
PROPERTY OWNERS/OCCUPIERS OR NEGLIGENT USE OF FIREWORKS**

WHEREAS, the City Council of Park City Municipal Corporation, Utah, (herein "City") has a desire to recover expenses resulting from emergency responses to negligently caused fires, including fires caused by negligent use of fireworks within the City limits; and

WHEREAS, negligently caused fires may cause extensive damage and economic hardship within the City; and

WHEREAS, absent a specific ordinance, the City may be barred from recovering the costs of providing emergency public services from the individual or entity whose conduct caused the need for such services, and

WHEREAS, the City should have a procedure for recovering costs directly associated with a response to a fire emergency from any person, corporation, partnership or other individual or entity whose negligent actions cause fire emergency expenses incurred by city agencies;

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

SECTION 1 ADOPTION Title 6, Chapter 5 COST RECOVERY FOR NEGLIGENTLY CAUSED FIRE EMERGENCIES of the Park City Municipal Code is hereby adopted as follows:

6-5-1 PURPOSE:

This chapter shall provide procedures for recovering costs incurred by the city for city assistance in negligently caused fire emergencies.

6-5-2 DEFINITIONS:

As used in this chapter:

A. **EXPENSES:** The actual labor costs of government and volunteer personnel, including workers' compensation benefits, fringe benefits, administrative overhead, costs of

equipment, costs of equipment operation, costs of materials, costs of disposal and the cost of any contract labor and materials.

B. NEGLIGENTLY CAUSED FIRE EMERGENCY:

1. A fire proximately caused by the negligence of an owner or occupier of property and/or structures which presents a direct and immediate threat to public safety and requires immediate action to mitigate the threat, or
2. A fire proximately caused by the negligent use of fireworks which presents a direct and immediate threat to public safety and requires immediate action to mitigate the threat

6-5-3. RECOVERY AUTHORIZATION AND PROCEDURE:

The city is empowered to recover from any person, corporation, partnership or other individual or entity whose negligent actions cause fire emergency expenses incurred by city agencies directly associated with a response to a fire emergency pursuant to the following procedure:

- A. The city shall determine responsibility for the emergency and notify the responsible party by mail of the city's determination of responsibility and the costs to be recovered.
- B. The notice shall specify that the party determined responsible may appeal the city's decision before a hearing officer designated by the mayor and establish a date by which the notice of appeal shall be filed. The appeal date shall be no less than fifteen (15) days from the date of the notice.
- C. In the event the party determined responsible appeals the determination, the hearing officer shall hold a public hearing to consider any issues raised by the appeal, at which hearing the appealing party and the city shall be entitled to present evidence in support of their respective positions.
- D. The hearing officer shall, after the hearing, make a recommendation to the mayor, who shall issue a decision assessing responsibility and costs.

6-5-4. NO ADMISSION OF LIABILITY: The payment of expenses determined owing under this chapter does not constitute an admission of liability or negligence in any legal action for damages.

6-5-5. ACTION TO RECOVER COSTS:

In the event parties determined to be responsible for the repayment of negligently caused fire emergency costs fail to make payment to the city within thirty (30) days after a determination of any appeal by the mayor, or thirty (30) days from the deadline for appeal in the event no appeal is filed, the city may initiate legal action to recover the costs determined to be owing, including the city's reasonable attorney fees.

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

PASSED AND ADOPTED this 21st day of July , 2016.

PARK CITY MUNICIPAL CORPORATION

Mayor Jack Thomas

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney