



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
February 16, 2023**

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

CLOSED SESSION - 2:00 p.m.

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

WORK SESSION

3:00 p.m. - Discuss Trails & Open Space 2023/24 Department Plan
[Trails & Open Space 2023/24 Project Plan Staff Report](#)

3:15 p.m. - Winter Operations Mid-Season Update and Annual Transit Performance Statistics
[Winter Operations Update and Annual Transit Performance Statistics Staff Report](#)
[Exhibit A: 2022 Annual Ridership Report](#)
[Exhibit B: 2022 Route Reliability](#)
[Exhibit C: 2022 Paratransit On-Demand Ridership](#)
[Exhibit D: 2022 Accident Data](#)
[Exhibit E: 2022 Customer Feedback](#)

3:15 p.m. - 2022-2023 Winter Parking Program Update
[2022-2023 Winter Parking Program Staff Report](#)
[Exhibit A: Neighborhood Enforcement Metrics](#)
[Exhibit B: Comparative Parking Transaction and Occupancy Data](#)

4:15 p.m. - Proposed Water Rate Discussion
[Water Rate Staff Report](#)
[Exhibits A - F: Existing and Proposed Water Rates](#)
[Exhibits G - I: Revenue Summary](#)
[Exhibit J: Example Customer Impacts](#)
[Exhibit K: Zions Bank Memo to Park City](#)

5:15 p.m. - Break

REGULAR MEETING - 5:30 p.m.

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF
Council Questions and Comments

Staff Communications Reports

1. Monthly Budget Monitoring Report and Sales Tax Report
[December 2022 Budget Monitoring Report and November Sales Tax Report](#)
[Exhibit A: November Sales Tax](#)
[Exhibit B: December 2022 Revenue](#)
[Exhibit C: December 2022 Expenses](#)
2. Gillig Electric Bus Purchase Update
[Electric Bus Purchase Staff Report](#)
[Exhibit A: PCMC/UTA Interlocal Agreement](#)
[Exhibit B: PCMC/Summit County Interlocal Agreement](#)
3. Land Management Code Amendments Prioritized by the Planning Commission for 2023
[Land Management Code Amendments Staff Report](#)

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

IV. CONSIDERATION OF MINUTES

1. Consideration to Approve the City Council Meeting Minutes from January 12 and 24, 2023, and the Joint City Council and County Council Meeting Minutes from January 24, 2023
[January 12, 2023 Minutes](#)
[January 24, 2023 Minutes](#)
[January 24, 2023 Joint City and County Council Minutes](#)

V. CONSENT AGENDA

1. Request to Authorize the City Manager to Execute a Design Professional Services Agreement with Kimley-Horn in a Form Approved by the City Attorney, to Develop a Plan to Support "The Future of Transportation Technologies: Emerging Disruptors," in an Amount Not to Exceed \$130,000
[Future of Transportation Technologies: Emerging Disruptors Contract Approval Staff Report](#)
[Exhibit A: Future of Transportation Technologies: Emerging Disruptors](#)
2. Request to Authorize the City Manager to Execute a Design Professional Services Agreement with Horrocks Engineers Inc, in a Form Approved by the City Attorney, to Provide Complete Engineering Services for Short-Term SR-248 Transit Solutions, in an Amount Not to Exceed \$239,280
[SR248 Contract Staff Report](#)
[Exhibit A: Concepts for Eastbound Transit Shoulder Lane](#)
[Exhibit B: Horrocks DRAFT Scope of Work](#)
3. Consideration of Approval of Settlement and Acquisition of Façade Preservation Easement for 569 Park Avenue in the Amount of \$250,000, Resolving Prior Appeal of Demolition Denial/Determination of Significance
[569 Park Avenue Staff Report](#)
[Exhibit A: Draft Settlement Letter](#)
[Exhibit B: Proposed Façade Easement](#)

VI. OLD BUSINESS

1. Consideration to Approve a New Letter of Consent for the Interlocal Agreement with

Snyderville Basin Recreation District that Outlines the Operation and Funding of the Park City Ice Arena

[Letter of Consent Staff Report](#)

[Exhibit A: 2023 Draft Letter of Consent](#)

2. Consideration to Authorize the City Manager to Enter into a Contract with MKSK, in a Form Approved by the City Attorney, for Consultant Services for a Feasibility Study for the Community Property at Bonanza and Kearns and for a Small Area Plan for the Bonanza/Snow Creek Neighborhood, in an Amount Not to Exceed \$389,100
[Bonanza Park Planning Study Contract Staff Report](#)
[Exhibit A: Scope and Budget](#)
[Exhibit B: MKSK Feasibility Study Proposal](#)
[Exhibit C: MKSK BPSC Small Area Plan Proposal](#)
[Exhibit D: Presentation from MKSK Interview](#)

VII. NEW BUSINESS

1. Consideration to Continue an Ordinance Approving Water Wise Landscaping Land Management Code Amendments to March 9, 2023
(A) Public Hearing (B) Continue to March 9, 2023
[LMC Landscaping Amendments Continuation Report](#)
2. Consideration to Approve Ordinance No. 2023-05, an Ordinance Approving the Ridgeview Townhouse Condominiums First Amendment - Amending Unit 3-B, Located at 3045 Ridgeview Drive, Park City, Utah
(A) Public Hearing (B) Action
[3045 Ridgeview Drive Staff Report](#)
[Exhibit A: Draft Ordinance No. 2023-05](#)
[Exhibit B: Survey of Existing Conditions](#)
[Exhibit C: Existing Ridgeview Townhomes Condominiums Plat](#)
[Exhibit D: August 16, 1982 City Council Minutes](#)
[Exhibit E: Letter of HOA Approval](#)
[Exhibit F: Applicant Statement](#)
3. Consideration to Approve Ordinance 2023-06, an Ordinance Amending the Land Management Code Section 15-2.13-2 to Prohibit Nightly Rentals and Fractional Use in the Chatham Crossing Subdivision, the West Ridge Subdivision, and the West Ridge Subdivision Phase 2, and Prohibit Fractional Use in the Solamere Subdivisions No. 1 and No. 2A
(A) Public Hearing (B) Action
[Land Management Code Amendments Staff Report](#)
[Exhibit A: Draft Ordinance 2023-06](#)
[Exhibit B: Chatham Crossing Property Owner Support](#)
[Exhibit C: Statement from the President of the Solamere HOA Board of Trustees](#)
[Exhibit D: West Ridge HOA Statement and Property Owner Support](#)
4. Consideration to Approve Ordinance 2023-07, an Ordinance Approving the Vacation of a Portion of the Platted 13th Street Right-of-Way and the 1301 Park Avenue Subdivision, Located at 1301 Park Avenue, Park City, Utah
(A) Public Hearing (B) Action
[1301 Park Avenue Subdivision Staff Report](#)
[Exhibit A: Draft Ordinance No. 2023-07 and Proposed Plat](#)
[Exhibit B: 2005 City Council Staff Report](#)
[Exhibit C: Existing Survey](#)
[Exhibit D: Applicant Letter of Intent](#)

5. Consideration to Approve Ordinance No. 2023-08, an Ordinance Approving The Bald Eagle Club at Deer Valley, Amending Unit 9 Plat Amendment, Located at 7979 Roamer Court, Park City, Utah
(A) Public Hearing (B) Action
[7979 Roamer Court Staff Report](#)
[Exhibit A: Draft Ordinance No. 2023-08 and Proposed Plat](#)
[Exhibit B: Applicant Statement](#)
[Exhibit C: Existing Plat](#)
[Exhibit D: Engineers Survey](#)
[Exhibit E: Property Photos](#)
6. Consideration to Authorize the City Manager to Enter into a Contract with Stereotomic, PLLC, in a Form Approved by the City Attorney, for Land Surveying and Consultant Services, in an Amount Not to Exceed \$88,450
(A) Public Input (B) Action
[Clark Ranch Contract Staff Report](#)
[Exhibit A: Proposed Contract including Scope of Work](#)
7. Consideration to Approve Ordinance 2023-09, an Ordinance Amending Section 13-1-28, Drinking Water Source Protection, of the Municipal Code of Park City
(A) Public Hearing (B) Action
[Drinking Water Source Protection Staff Report](#)
[Exhibit A: Drinking Water Source Protection Ordinance](#)
[Exhibit B: DWSP Map](#)
8. 2023 Legislative Session Update
*Each week during the 2023 Legislative Session, the City Manager will provide an update and synopsis of the session to date. The Legislative Bill Tracking List will be updated 24-48 hours prior to the City Council Meeting and available [here](#).

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.

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

Council Agenda Item Report

Meeting Date: February 16, 2023

Submitted by: Michelle Kellogg

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section: WORK SESSION

Subject:

3:00 p.m. - Discuss Trails & Open Space 2023/24 Department Plan

Suggested Action:

Attachments:

[Trails & Open Space 2023/24 Project Plan Staff Report](#)

City Council Staff Report



Subject: Trails & Open Space Department 2023/24 Plan
Author: Heinrich Deters
Department: Trails and Open Space
Date: February 16, 2023
Type of Item: Legislative

Summary Recommendation

The Trails & Open Space Department (TOS) is providing a biannual overview of its future initiatives contemplated for Spring 2023 and beyond.

Trails and Open Space Projects

Rail Trail Improvements:(County RAP Grant Funded \$500K)

- [On September 1, 2022](#), Council approved the [Rail Trail Master Plan](#). As recommended, the TOS will provide additional community input, and Council discussion before Rail Trail improvements projects are designed and implemented. These include:
 - Existing bridge replacement;
 - New information kiosks, wayfinding, benches, and other amenities;
 - Improvements to the Wag'on Trail;
 - In 2022, Snyderville Basin Water Reclamation District (SBWRD) improved its sewer line, which runs parallels to the Rail Trail between Richardson Flat and SR-248. The construction damaged the Rail Trail surface, and SBWRDs contractor will resurface at no cost to the City. The trail will not be widened as part of this project.
- *Meadows Drive and McLeod Creek Trailheads:* This project consists of improvements to two informal trailheads near Meadows Drive and SR-224. (Map)
 - Both of these trailheads are identified within the current [Trails Master Plan](#)
 - Improvements include a hard surface treatment (asphalt) to the current road base, improving drainage, kiosks, wayfinding, and trash cans.
 - The McLeod trailhead area is located on city property.



- The Meadows Drive trailhead is partially located within the Meadows Drive right of way and partially on private property.
- In July 2022, the Aspen Springs Ranch HOA identified a representative to work with the City and acquire an easement on Lot 1 to accommodate an enhanced trailhead facility along Meadows Drive.
- Separate planning applications are underway for both trailhead projects.
- A Utah Outdoor Recreation Grant (UORG) Application was submitted and if not awarded, the project will rely on the existing Trails Master Plan (TMP) budget. Total cost estimated at \$170K.

Wildfire Mitigation and Defensible Space Projects: (Funding from Treasure Hill Bond and Open Space Maintenance Capital \$136K)

- [On September 1, 2022](#), Council approved a contract with Alpine Forestry in the amount of \$136,000 to create defensible space work in Daly Canyon, Rossi Hill, and Ontario Canyon. Work was delayed due to scheduling and resource issues, yet scheduled for Spring 2023, conditions permitting.
- In Fall 2022, TOS submitted a [Community Wildfire Defense Grant \(CWDG\)](#) for approximately \$1M. Notice of grant award is scheduled for mid-February.
 - This grant was submitted with Deer Valley Resort and Park City Mountain. Previous wildfire mitigation efforts by PCMC and the two resorts make up the match required for submitting the grant application.
 - Work performed will be prioritized via the City's [Community Wildfire Risk Assessment \(CWRA\)](#) mapping project.

Community Wildfire Risk Assessment: (Existing Funding \$250K)

- [On April 28, 2022](#), Council approved a contract for the CWRA, which identified four goals:
 - *Resource Identification*: Significant data collection, ground proofing, and mapping of environmental, economic, and social resources.
 - *Prioritized Mitigation Efforts*: Fire behavioral analysis and identification of high-risk locations. Areas will be prioritized to plan mitigation and funding accordingly. The Plan will allow a baseline in which ordinances may incentivize property owners to address high-risk areas in a proactive timeframe.
 - *Federal and State Grant Support*: The Plan will be conducted within the framework of the National Cohesive Wildland Fire Management Strategy (NCWFMS), which is applicable for future State or Federal grant applications.
 - *Community Engagement and Information*: The Plan provides information and best practices for HOAs and residents.
- TOS anticipates the CWRA returning to Council in late Spring for final review and adoption of the Plan.

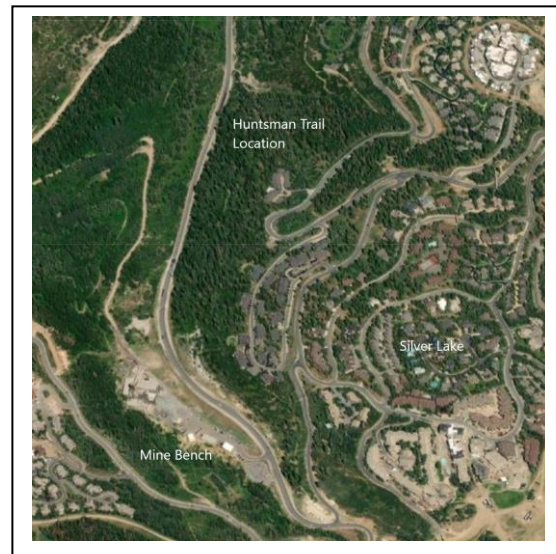
Treasure Hill Conservation Easement (Existing Funding from Treasure Hill GO Bond)

- [On January 15, 2019](#), Council approved funding to acquire the Treasure Hill Open Space.

- The conveyance documents anticipated a conservation easement but only after a 720-day period.
- [On November 18, 2021](#), Council identified Summit Land Conservancy (SLC) as the land trust to hold the Treasure Hill conservation easement.
 - SLC completed a property baseline and drafted an easement under review.
 - A survey is anticipated to be completed in late spring, conditions permitting.
 - TOS anticipates returning to Council with SLC in July for consideration.

Ongoing Trails and Open Space Projects scheduled for FY24:

- (May- July 2023)
 - *PC Heights and remaining Clark Ranch trails* (Developer and Grant funded)
- (July-October 2023)
 - *Remaining Bonanza Flat Trails* (Grant funded subject to City Council review)
- (June- July 2023)
 - *Huntsman Hiking Trail* (Developer Funded)



Council Agenda Item Report

Meeting Date: February 16, 2023

Submitted by: Michelle Kellogg

Submitting Department: Transit

Item Type: Staff Report

Agenda Section: WORK SESSION

Subject:

3:15 p.m. - Winter Operations Mid-Season Update and Annual Transit Performance Statistics

Suggested Action:

Attachments:

[Winter Operations Update and Annual Transit Performance Statistics Staff Report](#)

[Exhibit A: 2022 Annual Ridership Report](#)

[Exhibit B: 2022 Route Reliability](#)

[Exhibit C: 2022 Paratransit On-Demand Ridership](#)

[Exhibit D: 2022 Accident Data](#)

[Exhibit E: 2022 Customer Feedback](#)

City Council Staff Report



Subject: 2022/2023 Winter Operations Mid-Season
Update and Annual Transit Performance
Statistics
Author: Matt Neeley, Kim Fjeldsted
Department: Transportation
Date: February 16, 2023
Type of Item: Work Session

Summary

Receive an annual update on the performance of the Park City Transit system, discuss the 2022/23 Winter Transportation Operations, and consider the future of the Richardson Flat Park & Ride transit service beyond April 16, 2023.

2022 Performance Statistics

PC Transit consistently tracks various data points (ridership, reliability, paratransit service, accidents, customer and operator feedback, and public surveys) to accommodate shifting transit service needs. Analysis of this data enables PC Transit to make appropriate service adjustments and provide recommendations to City Council to maintain cost, serve as many riders as possible, improve on-time performance, attract new ridership, and enhance customer service.

Fixed Route Service Ridership

- PC Transit provides service within Park City Municipal boundaries (1 Red, 2 Green, 5 Yellow, Trolley, and seasonal routes) and connections to regional transit hubs (10 White Express). Overall, ridership continues to trend toward a return to pre-pandemic levels. For example, ridership in 2022 was up 57% from 2021 and 16% below 2019. See **Exhibit A**. We anticipate 2023 ridership numbers will match and possibly exceed 2019 ridership.

Fixed Route Reliability

- On a national level, there is no set standard for on-time reliability for public transit. In 2022, PC Transit continued to seek a goal of 90% for on-time performance. This goal was nearly obtained, reaching an average of 86% on-time reliability across all routes. See **Exhibit B** for route-specific data. The biggest challenge to on-time reliability is traffic and insufficient bus only priority traffic lanes.

Paratransit Service & On Demand

- Park City Mobility continues to provide quality and responsive ADA services for trips beginning within Park City boundaries. "Valley Ride" (operated by High Valley Transit) provides ADA complementary Paratransit services outside Park City. See **Exhibit C**.

Accident Data

- PC Transit has always prioritized the safety of riders and the public. As a result of focused training and additional driver education, avoidable accidents per hour of service were reduced by 78% in 2019 and 47% in 2020, compared to 2018 and 2019 respectively. Unfortunately, the total number of avoidable accidents per hour of service slightly increased from 2021 to 2022. To curb any further increase, PC Transit will continue to closely monitor this vital performance measure and focus on defensive driving principles for our 2023 operator recertification training. See **Exhibit D**.

Customer Feedback

- The majority of the customer feedback regarding 2022/23 winter service surrounds the Silver route. The Silver route serves the Richardson's Flat Park and Ride, PC Heights and the Old Town Transit Center. The feedback requests direct service from Richardson's Flat Park and Ride to the ski resorts and supports eliminating transfers at the Old Town Transit Center. See **Exhibit E**.

Community Outreach

- Over "Try Transit Week", PC Transit partnered with the Park City Chamber, the Christian Center of Park City, Canyons Village Management Association, Deer Valley Resort, and the Mayor to reward riders for taking transit and to encourage new riders. Outreach efforts included free coffee and giveaways on Tuesday, 1/10, Wednesday, 1/11, and Saturday 1/14. PC Transit also posted educational videos and images throughout the week to help answer some of the most frequently asked questions about trying transit. The events were well attended, with approximately 350 people receiving coffee and giveaways.

2022/23 Mid-Winter Service Report

On [October 6th, 2022](#), the City Council approved a moderate budget increase to enhance service on the Red, Yellow, Blue, and Green routes. The Council also approved new services, including the Microtransit Pilot Program and the 6 Silver from the Richardson Flat Park and Ride to the Old Town Transit Center. The 6 Silver has garnered significant public feedback, as noted above.

Thus far, 2022/23 transit ridership has increased 46% from Winter 2021/22. PC Transit's Winter service is increasing towards pre-pandemic levels. Analysis of data from January 1st-23rd, 2023, shows ridership exceeding January 2020 by 23% (pre-pandemic ridership).

Preliminary counts of ridership during the opening weekend of the 2023 Sundance Film Festival peaked at 10% above the 2019 festival and 24% below the 2020 festival. The decrease from 2020 may be attributed to the hybrid nature of the festival in 2023. Final winter ridership totals will be provided in the Winter Service Summary update this May.

Silver Route

On December 11, 2022, we began service from Richardson Flat Park and Ride and PC Heights to the Old Town Transit Center for the Winter season. The following data were collected from December 11th, 2022, to January 23rd, 2023.

- Ridership - Average weekly ridership for the 6 Silver was 2,581;
- Reliability – Average on-time performance of the 6 Silver was 82%; and
- Feedback – Since December 11th, 2022, PC Transit received 14 customer concerns regarding the 6 Silver Route. See **Exhibit E**.

Ridership at Richardson Flat peaked with 335 parked vehicles and 882 passengers on January 21st. PC Heights ridership peaked with 37 passengers on the same day. During Sundance, there was an average of 171 cars and 464 passengers per day, while PC Heights averaged 21 passengers per day.

From January 1st to the beginning of Sundance, Richardson Flat averaged 90 passengers per day. Sundance illustrated that people will use Richardson Flat as a means to access Park City. More work must be done to educate and promote the park and ride to ensure seasonal success.

With the Silver route scheduled to terminate on April 16th, we recommend maintaining a reduced Silver Commuter service level from April 16 – November 18. Depending on the frequency of service, the cost will range as follows:

Frequency	Hours Of Service	Total Cost	Estimated FY23 Cost (Apr 16 – June 30)	Estimated FY24 Cost (July 1- Nov 11)
(Option A) 20 min	6:45-8:45 am Inbound 3:05-5:05 pm Outbound	\$163K	\$60K	\$103K
(Option B) 40 min	6:45-8:45 am Inbound 3:05-5:05 pm Outbound	\$95K	\$35K	\$60K

To avoid a Silver route service interruption, a decision must be made to hire and train Transit Operators. The City is currently understaffed for winter service, greatly relying on overtime and seasonal operators who leave in April for other seasonal employment. Therefore, if Council seeks to continue the Silver during the shoulder and summer seasons and to operate at our recommended 40 min frequency, we will need to increase our regular full-time Operator headcount from 55 to 61.

Microtransit Pilot Program

On November 11th, 2022, PC Transit launched Microtransit by partnering with High Valley Transit (HVT). The following data was collected from November 13th, 2022, to January 23rd, 2023.

- The microtransit pilot program includes the following areas – Thaynes Canyon, Park Meadows and Royal Street. [Here](#) is a map to the service area and additional information.
- Ridership has gradually increased. The first five weeks averaged 27 passengers per week. Since the week of December 18th, there has been an average of 158 passengers per week.
- Average weekly ridership within the Thaynes Canyon/Park Meadows and Royal Street zones were 37 and 62, respectively.
- Vehicle utilization – Average number of riders per driver hour was 0.5.
- Reliability – Average amount of time before the rider is picked up is 12.3 minutes from the time the request was received.
- Cost to Date – As of January 17th, PC Transit has spent \$317,916 of the allowable contract.
- Feedback – The average ride rating is 4.9 out of 5. PC Transit is working to obtain more detailed customer feedback to evaluate the pilot. Early on, we received comments expressing questions about how to use the microtransit service. We created a microtransit feedback section on the engage Park City website. See [here](#).

The microtransit pilot program for the residents living in Park Meadows, Thaynes, and Royal Street is scheduled to end on April 16. In anticipation, the transit team plans to prepare a Request for Proposal (RFP) to solicit qualified applicants to operate this service with an anticipated cost that must be accounted for in our FY24 budget. We will return in May with the RFP results for Council consideration.

Staffing Needs

Increasing competition for wages and limited affordable housing options within Summit County continues to cause challenging labor shortages. Many of the PC Transit team lives well outside Park City limits; forcing an average daily commute of +/- 30 vehicles. While housing units are available for individual drivers, traditional seasonal operators are trending downward.

Many former seasonal drivers seek permanent employment and housing security. Our affordable housing units are at capacity. We have ten regular winter shifts covered by overtime, supervisors driving, or cuts to less critical routes. Increased wages have helped attract and retain operators, but once our affordable housing units are full, recruiting efforts stall and ensuing staffing shortages follow.

Looking Forward

Short-Range Transit Plan

The introduction and responsibility for regional transit operations by HVT in 2021, necessitated that Park City Transit focuses on providing the best service possible within Park City boundaries. Park City's Short Range Transit Plan (SRTP) is being developed to serve as the business plan for transit service for the next five years. The SRTP addresses routing, schedules, frequency, performance metrics, technology, and transit vehicle needs as a transit-specific project. The SRTP allows staff to identify future needs and apply for federal dollars for operations and capital improvements.

The SRTP is being developed as a five-year plan with significant community feedback, including stakeholder interviews, open houses, 15 informational pop-ins, and a community survey with over 500 responses. The SRTP draft report is under review and will be brought to Council in March.

Reporting Schedule

PC Transit is planning the following reporting schedule beginning February 2023

- February – Year End Performance Statistics
- May – Winter Service Performance Statistics
- December – Spring, Summer, and Fall Service Performance Statistics
- August 2023 – Workshop on the 2030 Electric Vehicle Transition Plan.

Discussion

A decision needs to be made regarding continuing the service provided for Richardson Flat Park and Ride for the spring, summer, and fall of 2023.

Funding

The existing transportation operations budget can cover the FY23 cost for continuing the Silver route beyond April 16 for either option.

The operating cost for options A and B for FY24 will need to be discussed in May during the FY24 budget process to determine the availability of funding in the Transportation budget.

Exhibits

Exhibit A: 2022 Annual Ridership Report

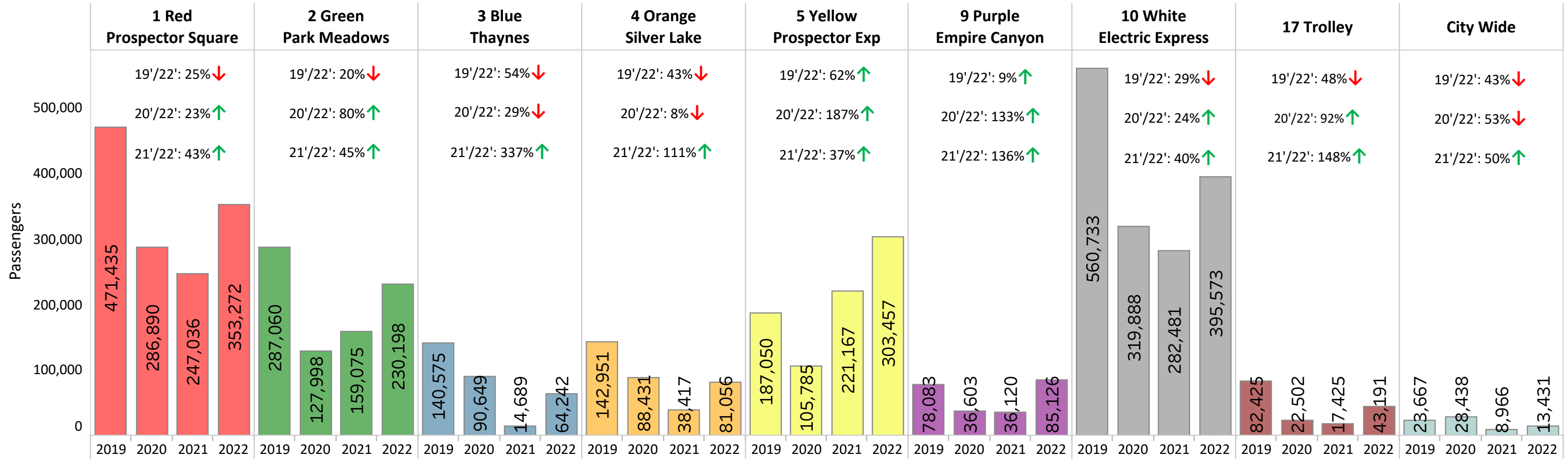
Exhibit B: 2022 Route Reliability

Exhibit C: 2022 Paratransit/On-Demand Ridership

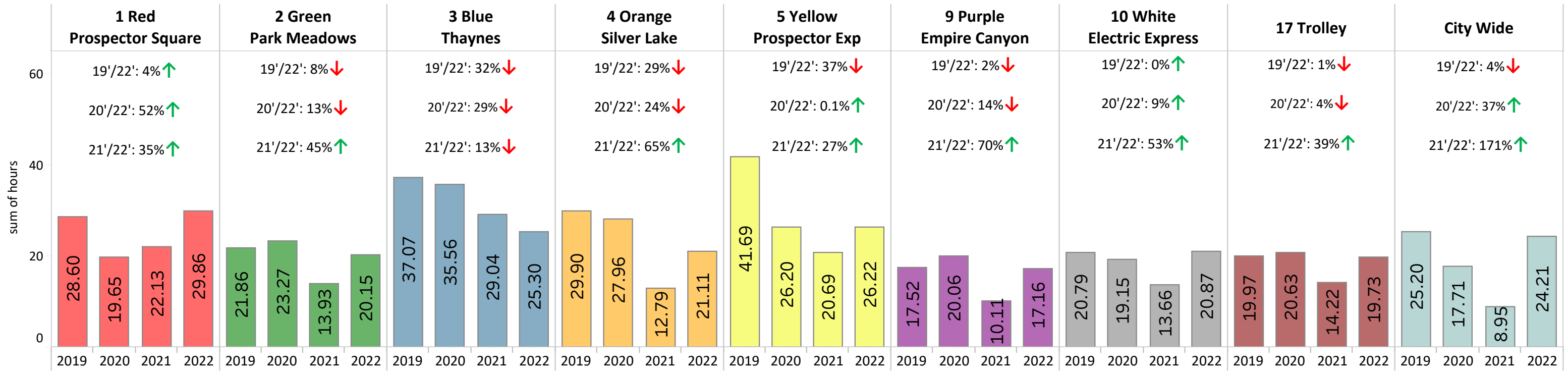
Exhibit D: 2022 Accident Data

Exhibit E: 2022 Customer Feedback

Park City Transit Annual Ridership Report - 2019 - 2022

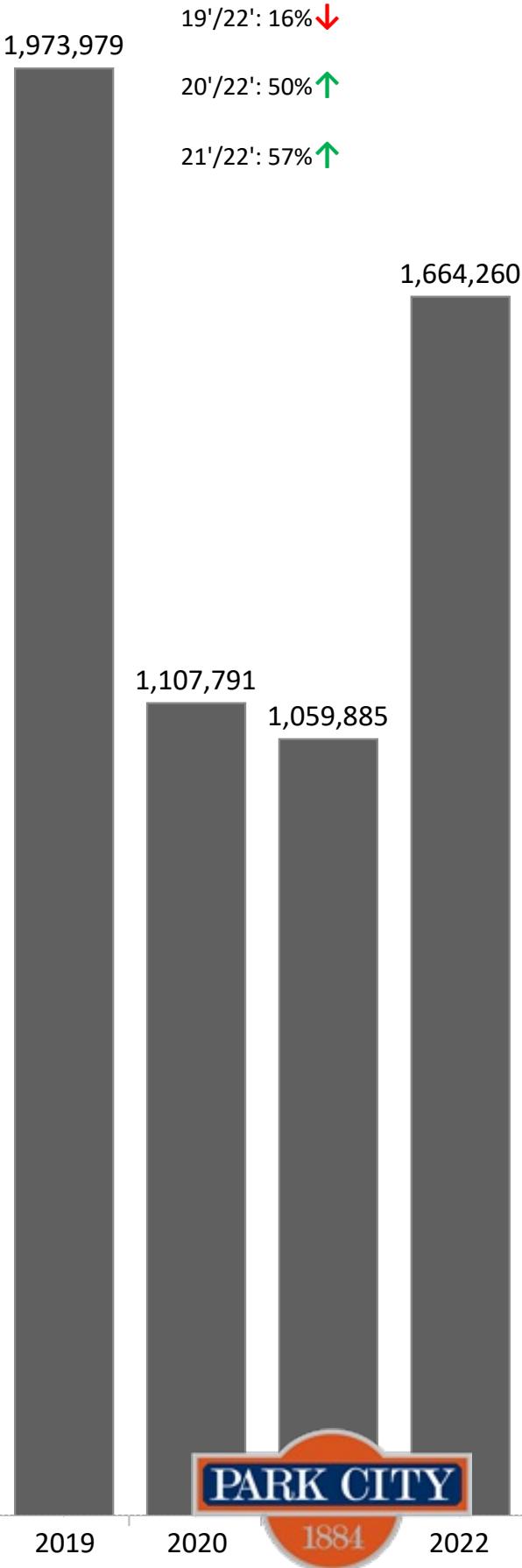


Park City Transit Annual Passengers per Service Hour - 2019 - 2022



Not visualized:
2022: 6 Silver - 4,101 passengers; 6 P/H. 40 Bronze - 23,059 passengers; 14 P/H. 50 Teal - 54,079 passengers; 31 P/H. PC High School Shuttle - 13,475 passengers; 125 p/h.
2021: 40 Bronze 2,413 passengers; 30 P/H. 50 Teal 13,732 passengers; 34 P/H. PC High School Shuttle - 18,373 passengers; 57 P/H.

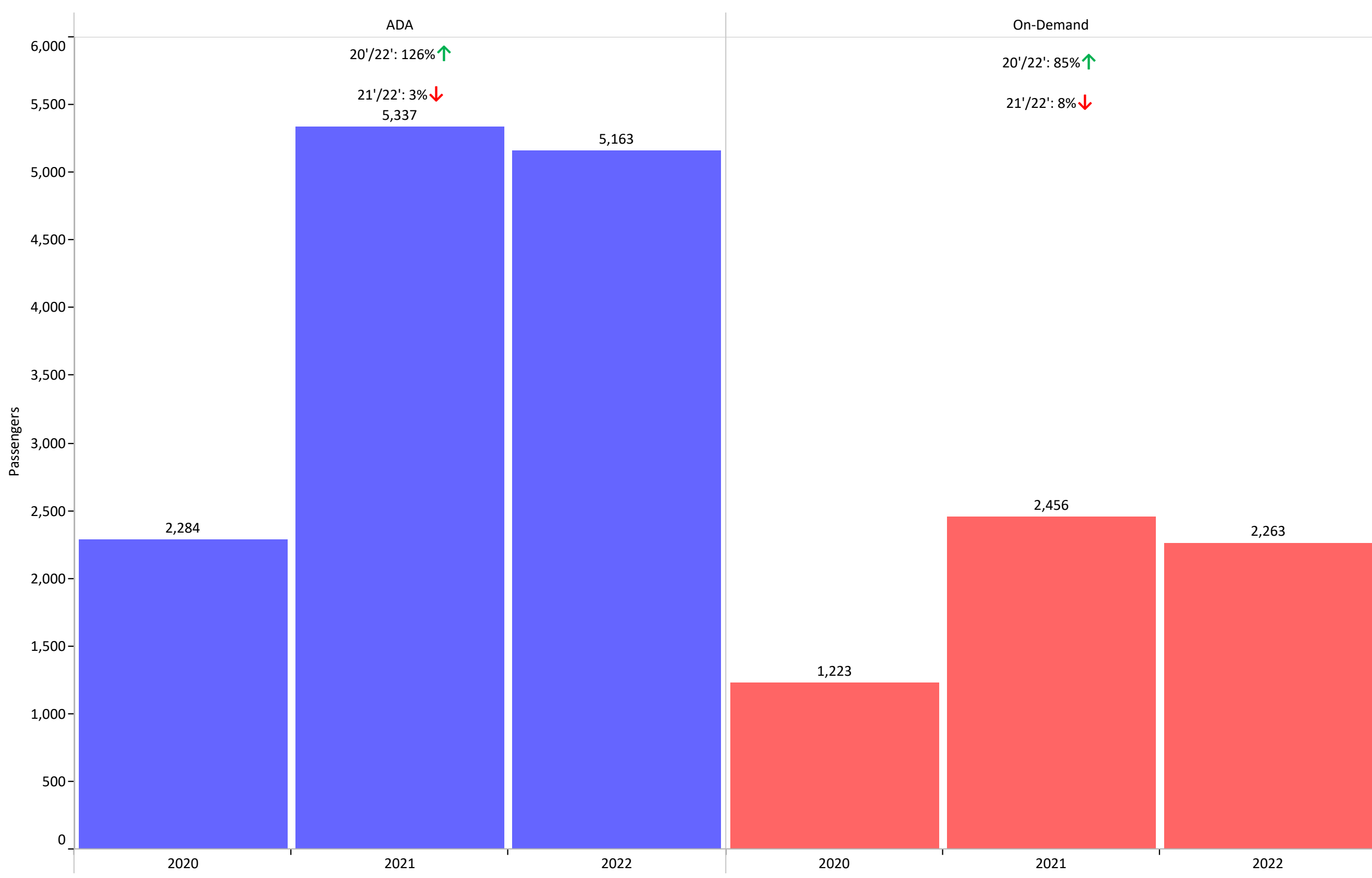
Total Annual Ridership
2019-2022



On Time Performance By Route - 2022

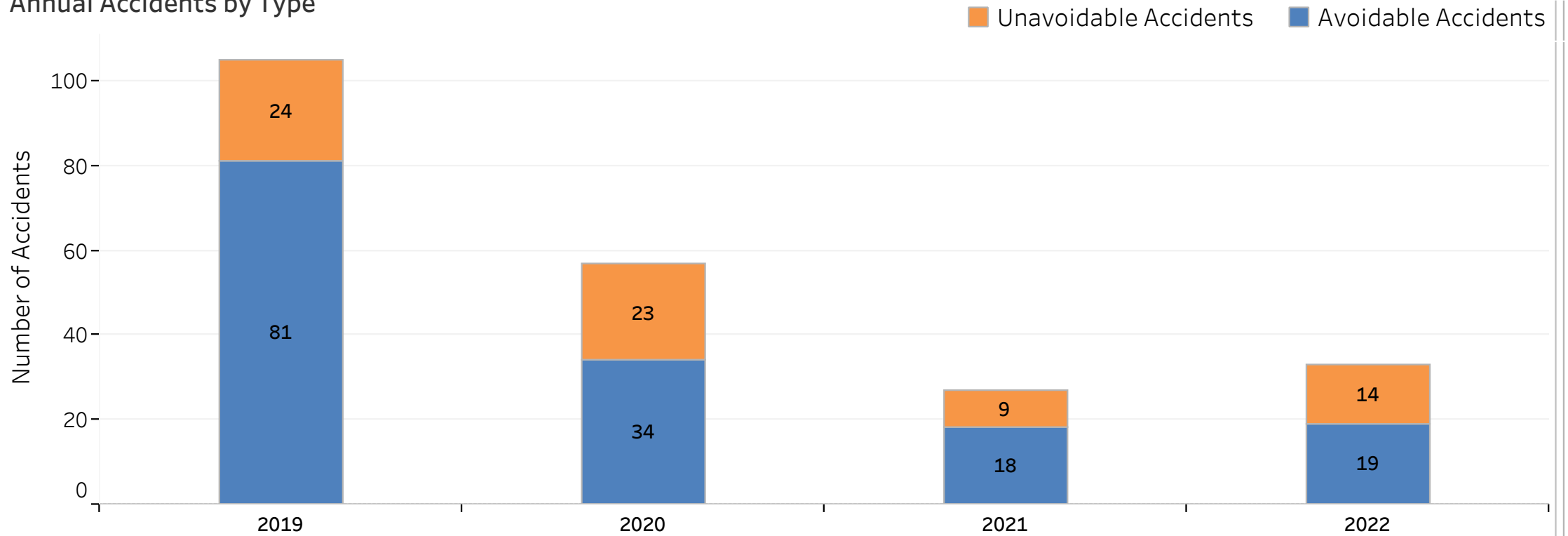


Park City ADA and On-Demand Ridership - 2020 - 2022

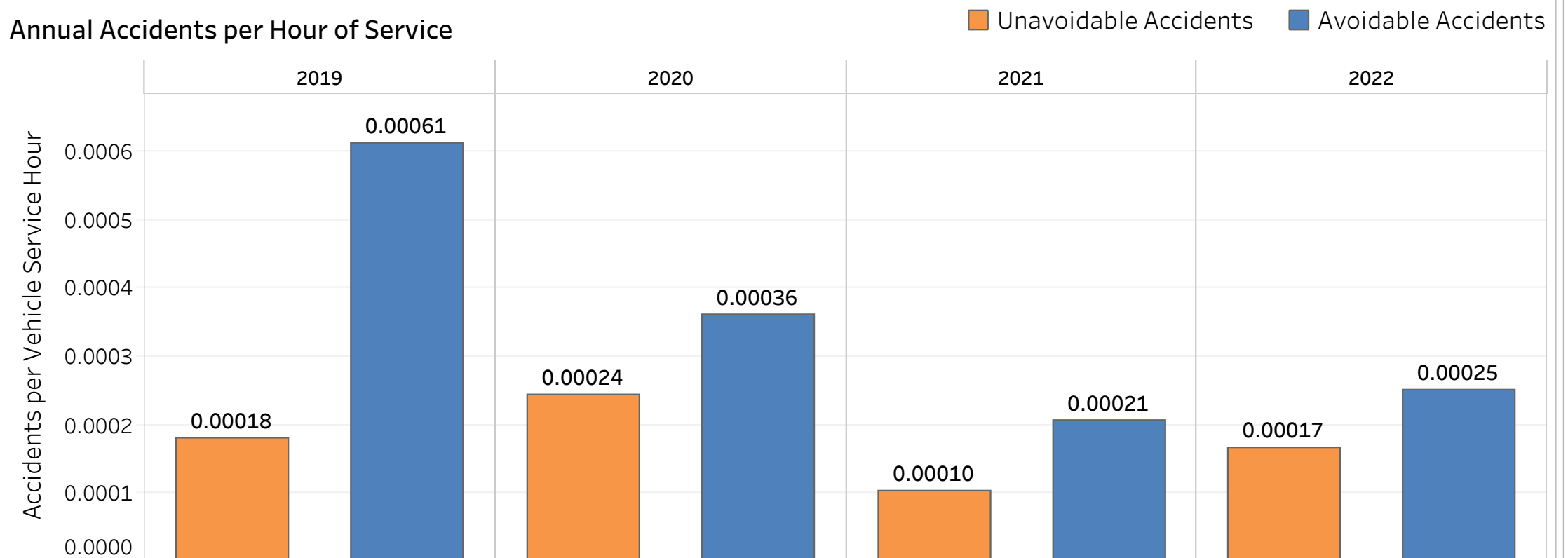


Park City Transit - Accident Reporting 2022

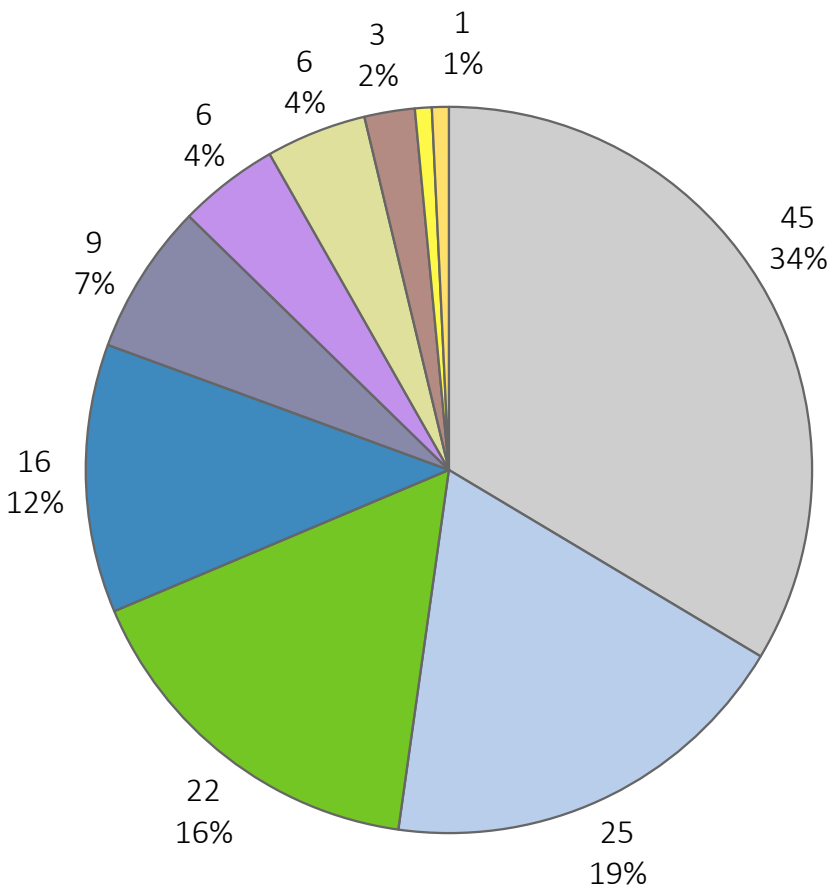
Annual Accidents by Type



Annual Accidents per Hour of Service



Park City Transit - Feedback Report
(January 1, 2022 - December 31, 2022)

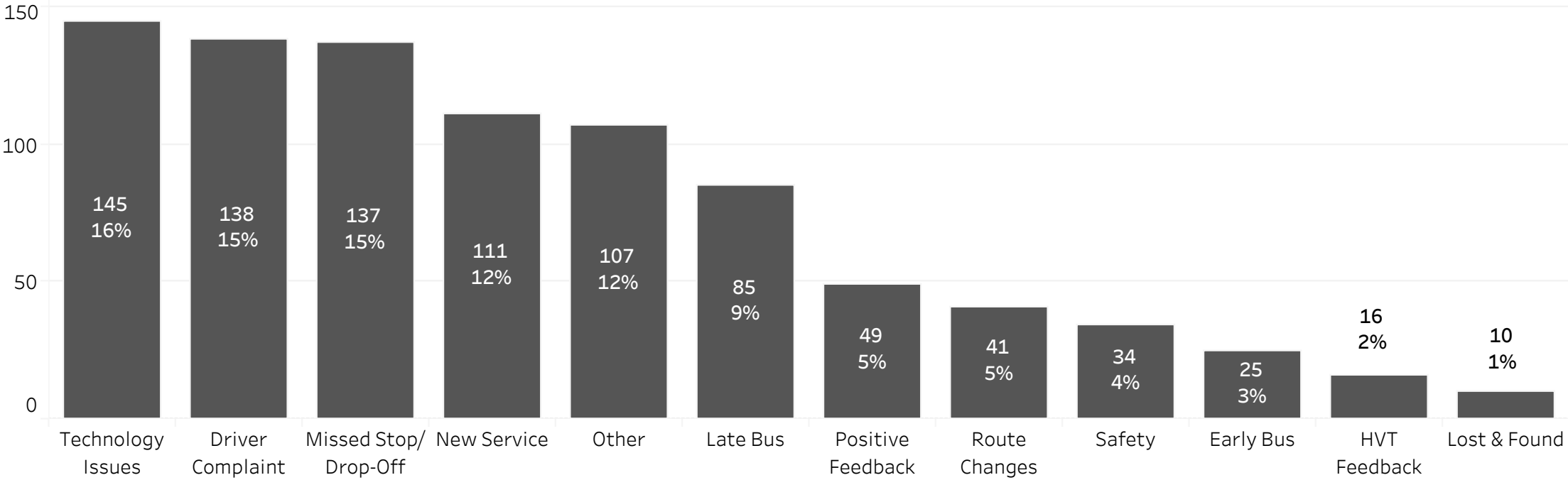


Feedback Category

- New Service
- Other
- Technology Issues
- Driver Complaint
- Missed Stop/Drop-Off
- Positive Feedback
- Lost & Found
- Route Changes
- Late Bus
- Safety

Total Feedback = 146

Park City Transit - Feedback Report
(July, 2018 - December 31, 2022)



Council Agenda Item Report

Meeting Date: February 16, 2023

Submitted by: Michelle Kellogg

Submitting Department: Parking Services

Item Type: Staff Report

Agenda Section: WORK SESSION

Subject:

3:15 p.m. - 2022-2023 Winter Parking Program Update

Suggested Action:

Attachments:

[2022-2023 Winter Parking Program Staff Report](#)

[Exhibit A: Neighborhood Enforcement Metrics](#)

[Exhibit B: Comparative Parking Transaction and Occupancy Data](#)

City Council Staff Report



Subject: 2022/2023 Winter Parking Program Update
Author: Johnny Wasden, Manager
Departments: Parking
Date: February 16, 2023
Type of Item: Administrative

Recommendation

Pursuant to previous Council direction, review and discuss the interim 2022/23 winter season parking data and provide feedback for the remainder of the peak winter season.

Executive Summary

During the [November 3, 2022 City Council](#) meeting, Parking Services presented a parking plan designed as a critical component to the overall peak season traffic mitigation plan. City Council voted to implement paid daytime paid parking in Old Town to prevent day skier traffic from taking spaces all day. This was done with the agreement to return in February to provide a comparative report of how the plan has affected overall parking behavior.

Analysis

This report is intended to provide information on the efficacy of the enhanced parking and compliance program for the 2022/2023 winter season.

Neighborhood Protection

Parking Services has been heavily involved in the peak season neighborhood protection plan by protecting residential entry areas, patrolling and maintaining a presence in residential areas during peak traffic times, monitoring the Break-Check area, and increasing parking enforcement patrols overall. **Exhibit A** represents the parking ticket issuance from daily patrols.

Keeping in mind the residential patrol areas increased by roughly 150%, there has been a significant increase in overall ticket issuance in residential areas. With the implementation of the Winter Operations Plan, we observed many positive changes in our neighborhoods, including less cut-through traffic, ski parking in the neighborhood, idling, and overall compliance. On the other hand, we have also incurred more combative interactions and verbal assaults by members of the public.

Main Street Business Protection

The daytime paid parking program was implemented on November 17, 2022, to mitigate skier parking in and around Main Street. The program will run through April 16, 2023. **Exhibit B** illustrates the comparative parking transaction and occupancy metrics from 2019, 2021, and 2022/2023. (2020 is removed as paid parking was suspended due to the COVID-19 pandemic, and available data was heavily reduced and limited)

Parking transactions in all parking facilities increased on average by 48% for December and 27% in January (Sundance data excluded), with a total of 25% unique parking transaction increase over the season YTD. This increase was expected with the implementation of daytime paid parking- a metric not collectible in years past.

Part of the daytime paid parking strategy gave the option to park all day for \$30. Usage of this one-click feature in the Text2Park service is limited and only accounts for about 5% of transactions in China Bridge.

Comparatively, trends from 2019 to 2021 indicate an increase in overall occupancy but not in parking transactions, as paid times and amounts remained consistent through this timeframe. The 2022/23 implementation of daytime paid parking, and increased parking rates have stabilized the demand with major increases in transactions but only minor occupancy increases. Parking sessions average 2.1 hours across all parking lots, within a comparable range from 2019 to 2021. This suggests visitors are staying for similar time durations (although slightly later in the day) as in years past, despite the increase in parking cost.

Given the historical data, current trends, and paid parking program, we believe February 2023 occupancy will remain on track and maintain acceptable parking availability in China Bridge while not deterring Main Street visitation.

Employee Parking

Employee parking permit issuance increased by 123% (from 180 to 403 permit holders), which was expected as daytime parking was free prior to this winter season. As a result, employees can obtain a parking pass to park in China Bridge as well as the newly-designated employee parking Flagpole lot, which added 56 additional employee parking stalls. Utilization of the Flagpole lot has been high, with roughly 85%-100% occupancy each day.

Richardson Flat Park and Ride

Overall, park and ride utilization in the Richardson Flat lot has shown signs of working to intercept visitors and employees, particularly on our highest demand days. Paid parking, resort reserved parking, increased regulation and enforcement, and convenient express transit options have contributed to the Richardson Flat utilization. **Exhibit B** illustrates the vehicle occupancy of the park and ride.

Remainder of Winter Season

With less than half of the peak days remaining, we have seen positive results thus far. The 2022/23 Winter Parking Plan continues through April 16, 2022, after which time, [off-peak season rates](#) apply.

Exhibits

EXHIBIT A –Neighborhood Enforcement Metrics

EXHIBIT B – Comparative Parking Transaction and Occupancy Data

EXHIBIT A - Neighborhood Enforcement Metrics

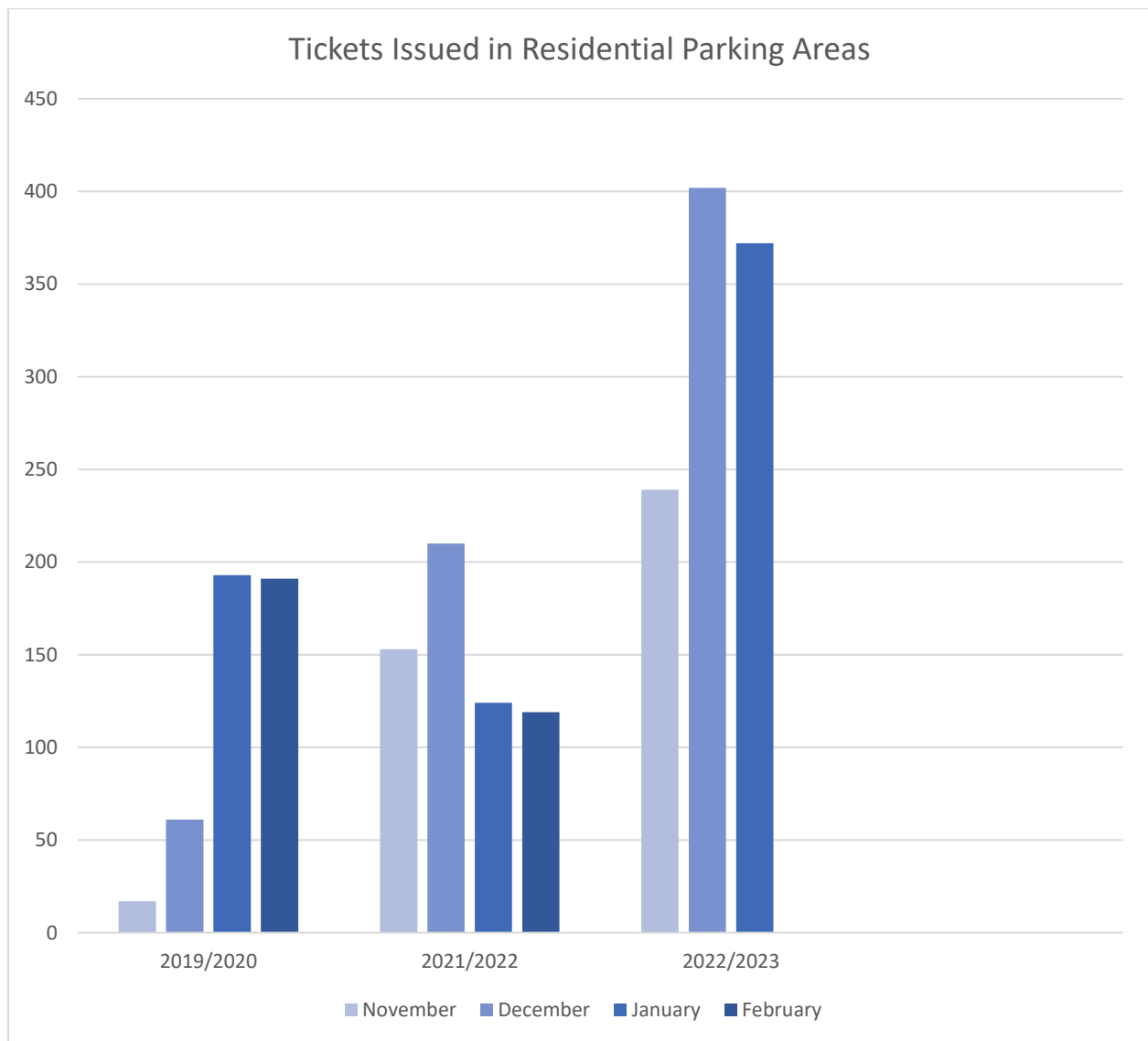
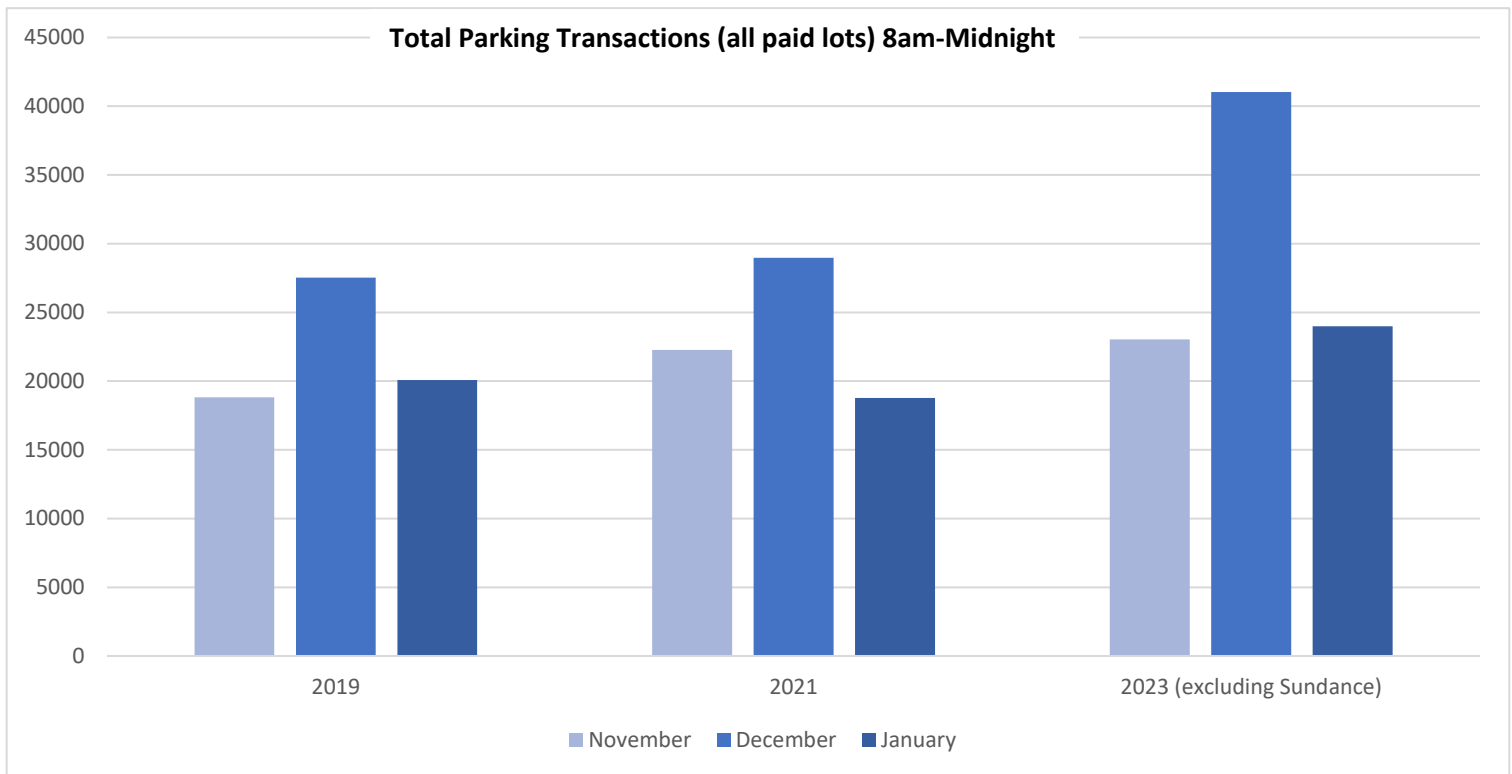
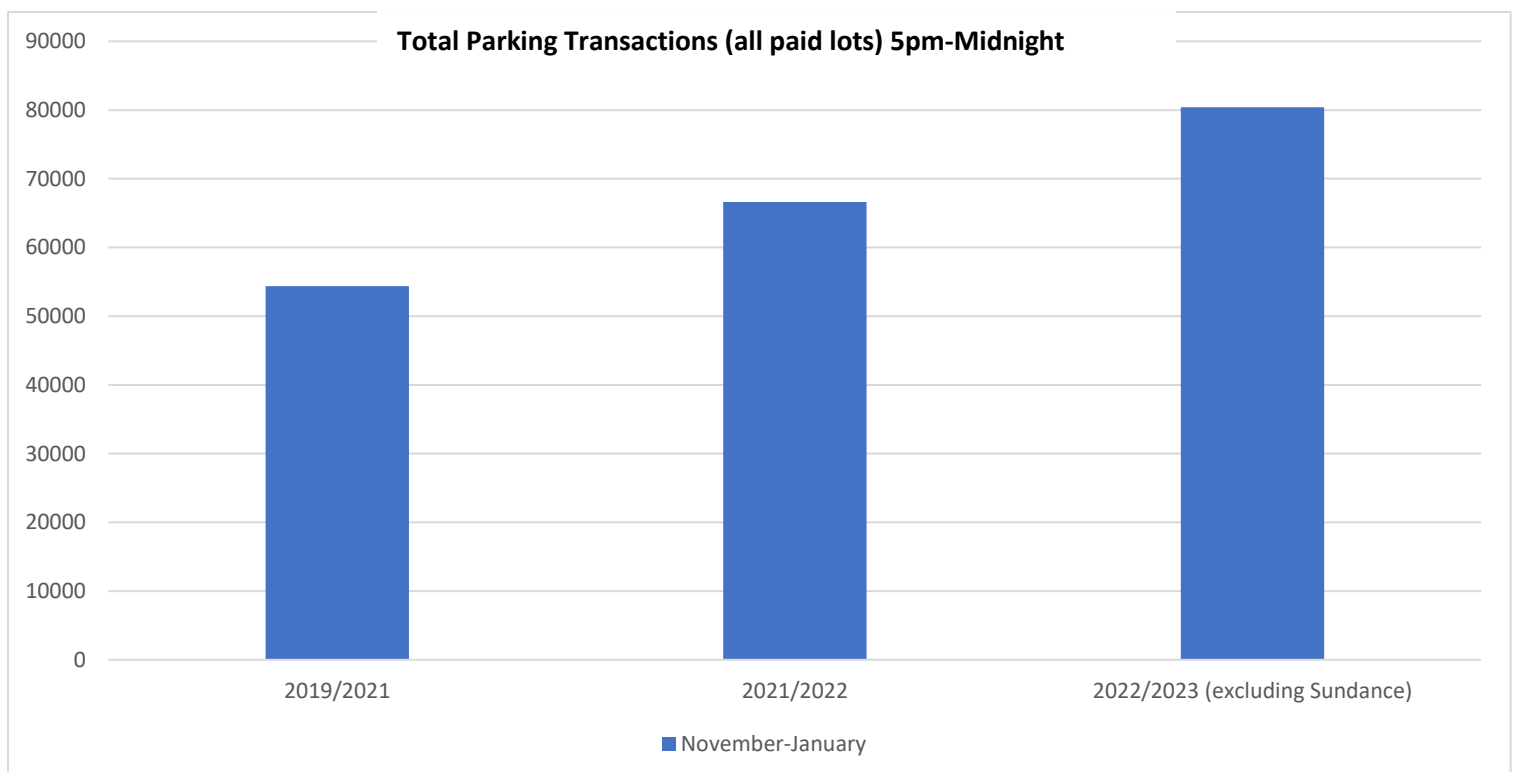


EXHIBIT B – Comparative Parking Transactions and Occupancy Data



Key Points:

- Daytime paid parking has been in place since November 17, 2022
- Parking transactions have increased by 25% from 2021 season to 2022 season
- Parking occupancy has only increased by 5%



China Bridge November-January Season Total Occupancy Averages by Hour 600 Stalls Total

2019	Nov	Dec	Jan 20	2021	Nov	Dec	Jan 22	2022	Nov	Dec	Jan
0	70	99	136	0	66	112	150	0	74	120	152
1	63	83	112	1	52	96	120	1	55	95	137
2	63	72	97	2	40	79	95	2	44	71	124
3	62	70	92	3	38	69	93	3	39	64	117
4	60	70	92	4	41	68	90	4	38	65	108
5	60	69	87	5	53	67	88	5	38	62	90
6	62	75	98	6	53	71	80	6	41	62	89
7	76	93	113	7	64	83	81	7	55	79	88
8	113	135	156	8	81	119	105	8	76	110	102
9	155	179	198	9	123	163	152	9	120	152	156
10	189	222	237	10	214	224	219	10	181	210	215
11	220	259	277	11	257	268	263	11	214	260	276
12	245	300	308	12	290	311	306	12	254	302	303
13	260	332	334	13	306	355	352	13	282	340	354
14	255	336	336	14	310	375	373	14	298	358	377
15	247	334	343	15	321	372	394	15	318	371	382
16	231	316	340	16	301	374	405	16	298	376	389
17	191	288	317	17	289	371	406	17	264	385	401
18	166	287	312	18	244	368	392	18	246	396	404
19	154	289	317	19	230	350	375	19	221	397	396
20	139	274	296	20	216	330	334	20	198	378	354
21	123	219	264	21	189	275	284	21	181	348	312
22	88	174	209	22	152	225	238	22	142	257	256
23	79	130	163	23	139	161	187	23	110	187	204

Peak parking conditions are trending later in afternoon and evening

China Bridge November-January 2019-2023 Total Occupancy Comparison Averages (600 Stalls total)

Nov	Dec	Jan	Nov	Dec	Jan	Nov	Dec	Jan
70	99	136	66	112	150	74	120	152
63	83	112	52	96	120	55	95	137
63	72	97	40	79	95	44	71	124
62	70	92	38	69	93	39	64	117
60	70	92	41	68	90	38	65	108
60	69	87	53	67	88	38	62	90
62	75	98	53	71	80	41	62	89
76	93	113	64	83	81	55	79	88
113	135	156	81	119	105	76	110	102
155	179	198	123	163	152	120	152	156
189	222	237	214	224	219	181	210	215
220	259	277	257	268	263	214	260	276
245	300	308	290	311	306	254	302	303
260	332	334	306	355	352	282	340	354
255	336	336	310	375	373	298	358	377
247	334	343	321	372	394	318	371	382
231	316	340	301	374	405	298	376	389
191	288	317	289	371	406	264	385	401
166	287	312	244	368	392	246	396	404
154	289	317	230	350	375	221	397	396
139	274	296	216	330	334	198	378	354
123	219	264	189	275	284	181	348	312
88	174	209	152	225	238	142	257	256
79	130	163	139	161	187	110	187	204

Key Points:

Slight trending in the higher and later occupancy YOY- Season over Season

Unique Parking Session Duration by Location

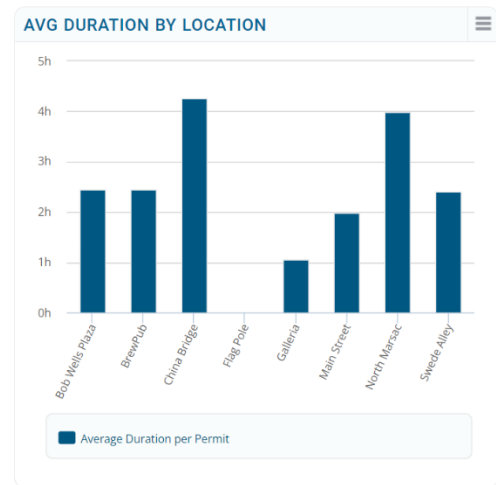
2022/2023 Winter Season Average Parking Session Duration

- China Bridge – 4.5 Hours
- North Marsac 3.4 Hours
- BrewPub – 2.4
- Swede Alley - 2.3
- Bob Wells – 2.3 Hours
- Main Street -1.9 Hours
- Galleria - 1 Hour
- Flagpole – Employee Parking

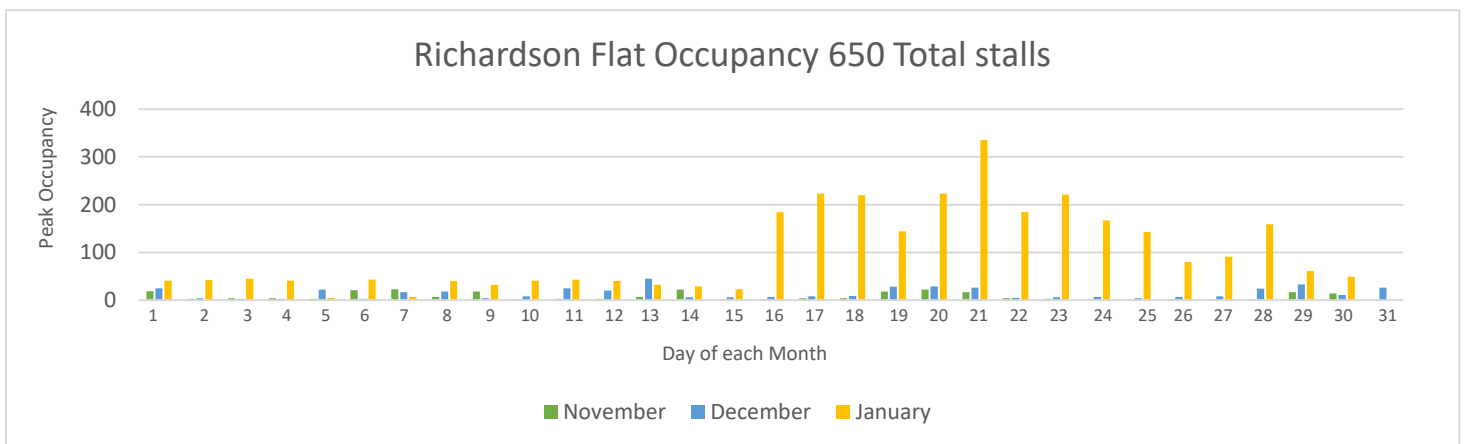
2022 Average – 2.5 Hours

2021 Average – 2.4 Hours

2019 Average – 2.2 Hours (limited data- does not include China Bridge)



November-January Park and Ride Occupancy (650 stalls total)



Council Agenda Item Report

Meeting Date: February 16, 2023

Submitted by: Michelle Kellogg

Submitting Department: Public Utilities

Item Type: Work Session

Agenda Section: WORK SESSION

Subject:

4:15 p.m. - Proposed Water Rate Discussion

Suggested Action:

Attachments:

[Water Rate Staff Report](#)

[Exhibits A - F: Existing and Proposed Water Rates](#)

[Exhibits G - I: Revenue Summary](#)

[Exhibit J: Example Customer Impacts](#)

[Exhibit K: Zions Bank Memo to Park City](#)



City Council Staff Report

Subject: Water Rate Update
Author: Clint McAfee
Department: Public Utilities
Date: February 16, 2023
Type of Item: Administrative

Recommendation

This update reflects information obtained from Council input on [April 7, 2022](#), and on [July 28, 2022](#).

Review and provide feedback on a proposed FY 2024 water rate structure and provide direction to return for further discussion or adoption. The following policy questions are highlighted for Council consideration.

Is the recommended cost-based water rate structure acceptable?

- [Exhibits A – F](#) show the proposed and existing rate structure;
- [Exhibits G – I](#) show the percent revenue and water consumption for each meter rate;
- Total revenue received from each customer class is proportional to their total water consumption;
- Higher cost burden placed on high water users within each customer class aligns with higher operational and infrastructure cost of providing peak day water demand (e.g. the Lost Canyon Importation project was built to meet peak day demand);
- Fair and equitable;
- Cross class subsidies are avoided; and
- Existing pumping surcharge distributes electricity, pumping, and energy efficiency costs based on service elevation.

Should initial recommended cost increases received by the highest water users be capped?

- See [Exhibit J](#) for example of impacts to customers by class and consumption;
- Single Family Residential is not significantly impacted due to minimal proposed change in existing price tiers;
- Generally, the top 5 to 10 users in all Commercial meter rates will experience significant cost increases;
- While less severe than Commercial increases, high-consumption water users in Multi-Family will experience significant increases, mainly due to large volumes of irrigation use; and
- The largest water rate increases are mitigated if customers self-select into more optimal meter rates (see next policy question).

Should customers be allowed to self-select into the optimal meter rate as recommended?

- Provides the most cost-effective option for a customer's water needs;
- Maximizes the effect of tiered pricing and encourages conservation;
- Creates potential of a significant drop in base rate revenue that would need to be corrected by future base rate adjustments to rebalance revenue from each meter rate proportional to its water use; and
- Frequency of changing meter rates would be limited to once every 3 years or possibly less frequent.

Should the new rate structure be delayed until after peak irrigation season, or a different implementation date?

- Delaying would allow time for customers to adjust to price increases associated with high summer water use; and
- If delayed, an interim 10% rate increase to the existing rate structure would be recommended.

Executive Summary

Over the past year, we examined the City's existing water rate structure to consider better alignment with the cost of producing culinary water with total water usage and incentivizing water conservation. Council held several deliberations given the potential impacts to ratepayers, including on [April 7, 2022](#), and on [July 28, 2022](#).

After incorporating feedback from Council and conducting further refinement and financial analysis, we engaged Zions Bank Public Finance to conduct a peer review of the proposed water rates to ensure our approach complied with industry standards, and was fair and equitable. Zion's concluded the proposed rates are appropriate, defensible, and well considered. [Exhibit K](#) is a memorandum from Zions summarizing their review.

Recommended Goals and Parameters

1. Continue to generate minimum thresholds of required revenue to operate and maintain the City's water system;
2. For Fiscal Year 2024, a 10% revenue increase is required to offset the impacts of high inflation during 2020, 2021;
3. Maintain approximately 50% of total revenue from base fees to ensure revenue stability;
4. Base fee and consumption fee revenue from each customer class and meter rate are to be proportional to the total water consumption of the same customer class and meter rate;
5. Customers with high water usage within each customer class and meter rate will pay more proportional to their water usage than customers with low water usage within the same class (i.e., a higher cost burden will be on high water users); and
6. Allow customers to select the optimal meter rate based on their usage rather than their physical meter size.

Summary of impacts to water customers

Relative to the existing rate structure, all customers will experience a change in their water bill. Generally, customers with relatively low water use will see a decrease in cost,

and customers with high water use will see an increase in cost. The largest impact is to Commercial customers due to the lack of existing pricing tiers and the imbalance between total water consumed and total revenue received from Commercial.

Currently the revenue received from Commercial is proportionally less than the amount of water served to them. Adding pricing tiers increases the cost for the highest water users in Commercial and rebalancing the revenue distribution affects all Commercial users.

- All Customer Classes
 - Changed price in each tier; and
 - Aligned total base and consumption fee revenue proportional to water consumption.
- Commercial – 33% of total retail water consumption:
 - Revenue from Commercial increased from 29% to 32%;
 - 20% increase to the base rate; and
 - Added three pricing tiers designed so high users will experience all price tiers (currently, few customers reach the second existing tier).
- Irrigation - 8% of total retail water consumption;
 - Revenue from Irrigation increased from 8% to 9%;
 - Various changes to base rate;
 - Added two price tiers; and
 - Combined 1.5", 2", and 3" meter rates into one (consumption is similar in these meter rates).
- Multi-Family – 18% of total retail water consumption;
 - Revenue from Multi-Family increased from 17% to 18%;
 - No base rate increase; and
 - Added two price tiers.
- Residential – 41% of total retail water consumption:
 - Revenue decreased from 45% to 42%;
 - Combined to single base rate equal to 25% more than the lowest existing base rate;
 - Maximum price tier starts at 41,000 vs 51,000 gallons per month; and
 - Combined meter rates into a single meter rate.

Not included in this analysis and proposal are non-retail water accounts, including snowmaking, golf courses, and City-owned property:

- Water provided for snowmaking to Deer Valley and Vail Resorts; and water provided to irrigate the Park Meadows Country Club is governed by separate water agreements and not subject to the retail water rate structures;
- The price for water delivered to the Park City Municipal Golf Course is \$110 per acre foot, or \$0.34 per thousand gallons, set decades ago and never adjusted;

- No net revenue is received from water provided to the approximately 128 connections for City owned properties (this is common industry standard);
- Water is also conveyed to the Willow Ranch HOA, and the Girl Scout Camp under existing agreements; and
- Water is not provided to any of the Park City owned land leased to others in agricultural leases.

Analysis

The Park City Public Utilities Department provides water service within the Park City Water Service District and the Park City Municipal Boundaries. Providing water in Park City is made difficult by many factors and considered one of the most complicated water systems in the region. Our challenges make providing water very expensive, and when coupled with a relatively small customer base, Park City's water rates are among the highest in the region.

Below are the unique challenges and cost drivers faced when providing water for Park City.

1. Water Quality - During the era of mining in Park City, miners sought out naturally occurring metals, including silver, zinc, and cadmium, in ore bodies deep within the mountains surrounding Park City. Groundwater flooded the mines, and several tunnels were excavated to drain other parts of the mountain to allow for miners to work safely. Due to many factors, no mining has occurred since the 1970's but two drain tunnels, Judge and Spiro, are still maintained by Park City, and one, Ontario Drain, by Jordanelle Special Service District (JSSD) to maintain water flowing from them.

These tunnels comprise almost 50% of Park City's reliable water supply. However, due to high concentrations of metals that exceed safe levels for drinking water and stream water, we use state-of-the-art water treatment facilities to reduce metal concentrations to safe levels and maintain water flow. The City issued \$142 million in revenue bonds to pay for infrastructure to preserve the use of water from the Spiro and Judge Tunnels. Operational costs will increase once 3Kings is finished to treat water.

2. Top of watershed – Park City is located at the highest part of the East Canyon and Silver Creek watersheds. As a result, Park City does not have large upstream water storage to draw from during peak water demand seasons. Park City's water sources must produce enough water to meet peak day water demands. As Park City grew, its local water sources were not enough to meet the water demand and a new water source was required. In 2012, Park City finished the Lost Creek Canyon Importation system, which consisted of a diversion from Rockport Reservoir, a large pump station, over 15 miles of pipeline, and a membrane water treatment plant (Quinns WTP). This system was constructed in partnership with Weber Basin Water Conservancy and Mountain Regional Water, and Park City's share of the cost was over \$50 million.

Operational costs increased significantly when Quinn WTP started treating water from Rockport Reservoir.

3. Mountainous Terrain – Park City serves water from 6,500 feet elevation to over 9,000 feet elevation. This requires pumping infrastructure to pump water up the mountain, and pressure-reducing infrastructure to safely bring the water down to where it is needed. This infrastructure, and the electricity needed to run it, is a significant cost.
4. Seasonal Challenges – Park City experiences all four seasons to the full extent which creates unique maintenance and operational challenges, mainly due to the impact of extreme cold and snowfall on crew's ability to perform normal maintenance and repairs. In the past few years, Park City's peak winter water demand has exceeded summer water demand due to snowmaking water demand from Deer Valley and Vail Resorts.
5. High construction costs – Typically, construction costs are higher in Park City due to its location, short construction season, and challenges associated with hillside construction. Replacing and constructing new infrastructure in Park City is expensive.

Water Enterprise Fund Revenue Requirement

Capital improvement and operation of the City's water system are funded by the Water Enterprise Fund, which receives revenue from water service fees, water impact fees, and temporarily leasing surplus water to Weber Basin. In addition to being fair and equitable, fees charged must cover the cost to manage the water system, pay debt service, pay the interfund transfer to the City's General Fund, and maintain adequate cash balances to pay for unexpected costs or revenue shortfalls.

To ensure financial sustainability, including required revenue, Park City maintains a comprehensive, long-range financial model. The model includes existing and forecasted revenues, expenses, and customer growth rates. Three major sources of revenue are water service fees, water impact fees, and revenue generated by leasing surplus water to Weber Basin. Major expenses include operational, personnel, capital, debt service, and interfund transfer to the City's General Fund.

The following factors determine adequate revenue to ensure a sustainable enterprise fund:

1. Maintain annual cash reserves no less than 150 days of the yearly operations;
2. Maintain net revenue (total revenue minus operational expense) debt service coverage ratio of no less than 120% of annual debt service;
3. Revenue and expense projections will be made based upon the projected water budgets with some comparison to historic trends. Projections will include all known variables such as growth rates, regulatory requirements, condition of infrastructure, inflation, operational changes, and changes in water consumption; and
4. Inclusion of an adequate repair and replacement budget for the water system.

About 85% of the revenue received into the Water Enterprise Fund is from water service fees. Park City Council has a long history of supporting water rate increases to fund critical water supply and water quality improvements and to provide for the system's financial sustainability.

Unfortunately, a 10% revenue increase is projected in FY 2024 to offset inflationary increases in operations.

Existing Park City Water Rate Structure

Park City meters and bills all water customers for use, including approximately 5,500 customers categorized in one of four account classes listed below. Each class is broken down further based on meter size.

- Single Family Residential (SFR) 4,628 retail, 39 City owned accounts
- Multi-Family Residential (MFR) 317 retail, 1 City owned accounts
- Commercial (Comm)– 374 retail, 39 City owned accounts
- Irrigation (Irr) 178 retail, 49 City owned accounts

Each retail customer receives a monthly water bill comprised of two primary fees, a base fee and a consumption fee. Customers are also charged a pumping surcharge based on service elevation.

Base Fee

Base fees account for about 48% of total water service fees, provide a steady and predictable source of revenue, and support the fixed costs of operating the City's water system, including debt service. Base fees also generate revenue from properties that are unoccupied for part of the year and not using water and incurring consumption fees, but still require an active connection to the water system. The base fee is paid independent of water usage and does not include any water. Base fees for each customer class are determined by meter size. Meter sizes are not determined by the water department but are generally sized by the architect and approved by the City.

Irrigation base rates are only billed five to six months of the year. To account for this, Irrigation base rates have approximately doubled over the past several years to ensure adequate revenue is collected each year from this customer base.

Consumption Fee

Consumption fees account for about 52% of total water service fee revenue and 1) distribute the balance of the operating cost of the system based on customer water use, and 2) provide a pricing incentive to encourage efficient water use. The consumption fee is charged based on the City's tiered rate structure, and the fee increases as more water is used during the monthly bill period.

All four customer classes have a tiered rate structure:

- SFR has six price tiers that escalate much faster and to a greater extent than other customer classes;

- Commercial has two price tiers, and the second tier is rarely reached by customers, so effectively, Commercial only has one tier;
- MFR has four price tiers; and
- Irr has two price tiers.

Proposed Park City Water Rate Structure

Baseline Water Consumption Data

Monthly water billing data for 2021 for all customer classes and meter sizes is the basis for the proposed rate changes. While this approach limits the effect of variables such as economic conditions and climate factors to one year, water consumption is changing year over year and converging towards more efficient use across the community. The 2021 peak day water use is the second lowest recorded in 20 years, and 2022 is the lowest. By selecting 2021 as a baseline, we effectively hold the community to this new efficiency standard regarding pricing signals rather than averaging more years where the use was slightly higher than in 2021.

August water usage is consistently the highest for most customers, primarily due to outdoor irrigation peaking around this time. For each customer class/meter size combination, the water use representing the 25th, 50th, 75th, and 95th percentiles was identified for August 2021. These values were then used as guidelines to establish tier prices that would charge less relative to the existing rate structure for customers using less than the 50th percentile and more for customers using more than the 50th percentile.

Proposed Consumption Fee Tiers

General description and placement of price tiers are listed below and are based on August 2021 data. Irrigation does not include levels 1 or 2, and commercial does not include level 1.

- Level 1 – near or below 25th percentile;
- Level 2 – between 25th and 50th percentile;
- Level 3 – near or below 25th for irrigation; near 50th percentile for all others;
- Level 4 – at 50th for irrigation; near 75th percentile for all others;
- Level 5 – near 75th for irrigation; near 95th percentile for all others; and
- Level 6 – near maximum.

Base Fee

Proposed base rate changes are intended to better align revenue with each customer class's percentage of water consumption.

SFR base fees are combined into one base rate to align with an existing single consumption tier for all SFR meter sizes.

Irrigation base fees for 1.5", 2", and 3" were combined into one base rate and consumption tier because water use in all three of these meter sizes is similar.

Proposed Change to Meter Rate Selection

Typically, a customer's meter size is determined by their architect, or an equivalent designer, based on fire flow and a calculated maximum water flow rate. Per PCMC Municipal Code Section 13-1-1, a customer can be billed for a smaller meter size if they can show that the meter was oversized for fire flow. Otherwise, a customer is billed based on the base rate and consumption tier that matches their meter size.

This method of billing has a few disadvantages. A larger size meter does not mean that a customer is guaranteed to use a large amount of water. Similarly, a smaller size meter does not mean that a customer will not use a large amount of water. Under the existing billing method, customers with large meters, but low water use, might pay more in base rate than if their meter size was based on actual usage and would not receive pricing signals that incentivize water conservation. From time to time, we receive complaints from property owners about their base rate.

The existing methodology makes it difficult to price water to incentivize customers to conserve water for users that have extremely high or low use compared to other users with the same meter size.

For high water users relative to others in the same meter size, the proposed consumption rate structure will result in a significant increase in consumption cost; in a few cases, the increase in cost is close to 100%. To reduce their cost, many users would likely request a larger meter rate, requiring them to change their meter physically, even if their current meter has adequate flow capacity.

Low water users relative to others in the same meter size will not receive pricing signals associated with consumption. There is little financial incentive to conserve water for a low water user. If a customer can move down to the optimal meter rate, they will pay less of a base fee and receive the appropriate pricing signals in consumption fees if they start to use more water.

To better align a customer's water use with the most cost-efficient tier, and to impose pricing to maximize water conservation, the proposed change would allow a customer to self-select into a different meter size without the burden of physically switching their water meter.

Each time a customer moves down in meter rates, revenue will be reduced. This will be offset by some customers moving up in meter rate, but we expect more will move down than up. This could require frequent changes to base rates to rebalance the revenue and water consumption for each meter rate.

Other Considerations

Irrigation Combination Consideration

While top users in both Irrigation and all other customer classes will see increased bills, it is unlikely that a customer will be a top user in both account classes. Typically, it is outdoor irrigation that takes a customer to the top, and if irrigation is happening from an irrigation account, most of the outdoor water used will come from the irrigation account.

Exhibits

- A. Existing rate structure
- B. Proposed rate structure
- C. Percent change from existing rate
- D. Change in monthly bill – no base rate
- E. Monthly bill with base rate
- F. Total cost per 1,000 gallons of water
- G. Consumption Fee Revenue Summary
- H. Base Fee Revenue Summary
- I. Total Revenue Summary
- J. Customer bill impacts
- K. Zions memo

Exhibit A - Existing (FY 23) Water Rates

			August 95th percentile user		Bold = annual average consumption																		
Number of Accounts	Meter Rate	Base Fee	1,000 gallons per Month																				
			0 - 5	6 - 10	11 - 20	21 - 30	31 - 40	41 - 50	51 - 70	71 - 90	91 - 110	111- 130	131' -150	151 - 200	201 - 400	401 - 600	601 - 800	801 - 1,000	1,001 - 1,200	1,201 - 1,400	1,401 - 1,600	1,601 - 1,800	above 1,801
2,232	res0.75	\$55	\$6.88	\$11.03	\$11.61	\$15.04	\$17.93	\$17.93	\$31.34	\$31.34	\$31.34	\$31.34	\$31.34	\$31.34	\$31.34	\$31.34	\$31.34	\$31.34	\$31.34	\$31.34	\$31.34	\$31.34	\$31.34
1,175	res1	\$75	\$6.88	\$11.03	\$11.61	\$15.04	\$17.93	\$17.93	\$31.34	\$31.34	\$31.34	\$31.34	\$31.34	\$31.34	\$31.34	\$31.34	\$31.34	\$31.34	\$31.34	\$31.34	\$31.34	\$31.34	\$31.34
1,199	res1.5	\$88	\$6.88	\$11.03	\$11.61	\$15.04	\$17.93	\$17.93	\$31.34	\$31.34	\$31.34	\$31.34	\$31.34	\$31.34	\$31.34	\$31.34	\$31.34	\$31.34	\$31.34	\$31.34	\$31.34	\$31.34	\$31.34
22	res2	\$88	\$6.88	\$11.03	\$11.61	\$15.04	\$17.93	\$17.93	\$31.34	\$31.34	\$31.34	\$31.34	\$31.34	\$31.34	\$31.34	\$31.34	\$31.34	\$31.34	\$31.34	\$31.34	\$31.34	\$31.34	\$31.34
87	comm0.75	\$72	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$14.98	\$14.98	\$14.98	\$14.98	\$14.98	\$14.98	\$14.98	\$14.98	\$14.98	\$14.98
93	comm1	\$122	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$14.98	\$14.98	\$14.98	\$14.98	\$14.98	\$14.98	\$14.98	\$14.98	\$14.98
79	comm1.5	\$260	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$14.98	\$14.98	\$14.98	\$14.98	\$14.98	\$14.98	\$14.98
64	comm2	\$541	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$14.98	\$14.98	\$14.98	\$14.98	\$14.98	\$14.98
13	comm3	\$1,409	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$14.98	\$14.98	\$14.98	\$14.98
33	comm4	\$2,557	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$14.98
5	comm6	\$4,821	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$14.98
66	multi0.75	\$72	\$8.15	\$8.15	\$11.03	\$11.03	\$11.03	\$17.93	\$17.93	\$17.93	\$27.61	\$27.61	\$27.61	\$27.61	\$27.61	\$27.61	\$27.61	\$27.61	\$27.61	\$27.61	\$27.61	\$27.61	\$27.61
69	multi1	\$122	\$8.15	\$8.15	\$8.15	\$11.03	\$11.03	\$11.03	\$17.93	\$17.93	\$17.93	\$27.61	\$27.61	\$27.61	\$27.61	\$27.61	\$27.61	\$27.61	\$27.61	\$27.61	\$27.61	\$27.61	\$27.61
76	multi1.5	\$260	\$8.15	\$8.15	\$8.15	\$8.15	\$11.03	\$11.03	\$11.03	\$11.03	\$17.93	\$17.93	\$17.93	\$17.93	\$27.61	\$27.61	\$27.61	\$27.61	\$27.61	\$27.61	\$27.61	\$27.61	\$27.61
75	multi2	\$541	\$8.15	\$8.15	\$8.15	\$8.15	\$8.15	\$8.15	\$11.03	\$11.03	\$11.03	\$11.03	\$11.03	\$17.93	\$17.93	\$27.61	\$27.61	\$27.61	\$27.61	\$27.61	\$27.61	\$27.61	\$27.61
19	multi3	\$1,409	\$8.15	\$8.15	\$8.15	\$8.15	\$8.15	\$8.15	\$8.15	\$11.03	\$11.03	\$11.03	\$11.03	\$11.03	\$11.03	\$17.93	\$27.61	\$27.61	\$27.61	\$27.61	\$27.61	\$27.61	\$27.61
11	multi4	\$2,557	\$8.15	\$8.15	\$8.15	\$8.15	\$8.15	\$8.15	\$8.15	\$8.15	\$8.15	\$8.15	\$8.15	\$11.03	\$11.03	\$11.03	\$17.93	\$17.93	\$27.61	\$27.61	\$27.61	\$27.61	\$27.61
1	multi6	\$4,821	\$8.15	\$8.15	\$8.15	\$8.15	\$8.15	\$8.15	\$8.15	\$8.15	\$8.15	\$8.15	\$8.15	\$8.15	\$11.03	\$11.03	\$17.93	\$17.93	\$17.93	\$27.61	\$27.61	\$27.61	\$27.61
24	irrig0.75	\$122	\$11.78	\$11.78	\$11.78	\$11.78	\$11.78	\$11.78	\$19.15	\$19.15	\$19.15	\$19.15	\$19.15	\$19.15	\$19.15	\$19.15	\$19.15	\$19.15	\$19.15	\$19.15	\$19.15	\$19.15	\$19.15
44	irrig1	\$207	\$11.78	\$11.78	\$11.78	\$11.78	\$11.78	\$11.78	\$11.78	\$11.78	\$19.15	\$19.15	\$19.15	\$19.15	\$19.15	\$19.15	\$19.15	\$19.15	\$19.15	\$19.15	\$19.15	\$19.15	\$19.15
65	irrig1.5	\$442	\$11.78	\$11.78	\$11.78	\$11.78	\$11.78	\$11.78	\$11.78	\$11.78	\$11.78	\$11.78	\$11.78	\$11.78	\$19.15	\$19.15	\$19.15	\$19.15	\$19.15	\$19.15	\$19.15	\$19.15	\$19.15
44	irrig2	\$921	\$11.78	\$11.78	\$11.78	\$11.78	\$11.78	\$11.78	\$11.78	\$11.78	\$11.78	\$11.78	\$11.78	\$11.78	\$11.78	\$19.15	\$19.15	\$19.15	\$19.15	\$19.15	\$19.15	\$19.15	\$19.15
1	irrig3	\$2,397	\$11.78	\$11.78	\$11.78	\$11.78	\$11.78	\$11.78	\$11.78	\$11.78	\$11.78	\$11.78	\$11.78	\$11.78	\$11.78	\$11.78	\$19.15	\$19.15	\$19.15	\$19.15	\$19.15	\$19.15	\$19.15

Exhibit B - Proposed Water Rates

			August 95th percentile user																				Bold = annual average consumption											
			1,000 gallons per Month																															
Number of Accounts	Meter Rate	Base Fee	0 - 5	6 - 10	11 - 20	21 - 30	31 - 40	41 - 50	51 - 70	71 - 90	91 - 110	111- 130	131 -150	151 - 200	201 - 400	401 - 600	601 - 800	801 - 1,000	1,001 - 1,200	1,201 - 1,400	1,401 - 1,600	1,601 - 1,800	above 1,801											
2,232	res0.75	\$69	\$6.88	\$9.08	\$11.73	\$16.54	\$23.10	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65											
1,175	res1	\$69	\$6.88	\$9.08	\$11.73	\$16.54	\$23.10	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65											
1,199	res1.5	\$69	\$6.88	\$9.08	\$11.73	\$16.54	\$23.10	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65											
22	res2	\$69	\$6.88	\$9.08	\$11.73	\$16.54	\$23.10	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65											
87	comm0.75	\$86	\$9.08	\$9.08	\$11.73	\$16.54	\$16.54	\$16.54	\$23.10	\$23.10	\$23.10	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65											
93	comm1	\$146	\$9.08	\$9.08	\$9.08	\$11.73	\$16.54	\$16.54	\$16.54	\$16.54	\$23.10	\$23.10	\$23.10	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65											
79	comm1.5	\$311	\$9.08	\$9.08	\$9.08	\$9.08	\$11.73	\$11.73	\$16.54	\$16.54	\$16.54	\$16.54	\$23.10	\$23.10	\$23.10	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65											
64	comm2	\$650	\$9.08	\$9.08	\$9.08	\$9.08	\$9.08	\$9.08	\$11.73	\$11.73	\$16.54	\$16.54	\$16.54	\$23.10	\$23.10	\$23.10	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65											
13	comm3	\$1,690	\$9.08	\$9.08	\$9.08	\$9.08	\$9.08	\$9.08	\$9.08	\$9.08	\$9.08	\$9.08	\$11.73	\$16.54	\$16.54	\$23.10	\$23.10	\$23.10	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65											
33	comm4	\$3,069	\$9.08	\$9.08	\$9.08	\$9.08	\$9.08	\$9.08	\$9.08	\$9.08	\$9.08	\$9.08	\$9.08	\$11.73	\$11.73	\$16.54	\$16.54	\$23.10	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65											
5	comm6	\$5,785	\$9.08	\$9.08	\$9.08	\$9.08	\$9.08	\$9.08	\$9.08	\$9.08	\$9.08	\$9.08	\$9.08	\$9.08	\$11.73	\$11.73	\$11.73	\$11.73	\$16.54	\$16.54	\$16.54	\$23.10	\$34.65											
66	multi0.75	\$72	\$6.88	\$9.08	\$11.73	\$16.54	\$23.10	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65											
69	multi1	\$122	\$6.88	\$6.88	\$9.08	\$11.73	\$16.54	\$23.10	\$23.10	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65											
76	multi1.5	\$260	\$6.88	\$6.88	\$6.88	\$9.08	\$11.73	\$11.73	\$16.54	\$16.54	\$23.10	\$23.10	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65											
75	multi2	\$541	\$6.88	\$6.88	\$6.88	\$9.08	\$9.08	\$9.08	\$11.73	\$11.73	\$16.54	\$16.54	\$23.10	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65											
19	multi3	\$1,409	\$6.88	\$6.88	\$6.88	\$6.88	\$6.88	\$9.08	\$9.08	\$9.08	\$9.08	\$11.73	\$11.73	\$16.54	\$23.10	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65											
11	multi4	\$2,557	\$6.88	\$6.88	\$6.88	\$6.88	\$6.88	\$6.88	\$6.88	\$6.88	\$6.88	\$6.88	\$9.08	\$9.08	\$16.54	\$23.10	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65											
1	multi6	\$4,821	\$6.88	\$6.88	\$6.88	\$6.88	\$6.88	\$6.88	\$6.88	\$6.88	\$6.88	\$6.88	\$6.88	\$9.08	\$11.73	\$16.54	\$16.54	\$23.10	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65											
24	irrig0.75	\$159	\$11.73	\$11.73	\$16.54	\$16.54	\$23.10	\$23.10	\$23.10	\$23.10	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65											
44	irrig1	\$352	\$11.73	\$11.73	\$11.73	\$11.73	\$15.93	\$15.93	\$15.93	\$16.54	\$23.10	\$23.10	\$23.10	\$23.10	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65											
65	irrig1.5	\$884	\$11.73	\$11.73	\$11.73	\$11.73	\$11.73	\$11.73	\$11.73	\$11.73	\$16.54	\$16.54	\$23.10	\$23.10	\$23.10	\$23.10	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65											
44	irrig2	\$884	\$11.73	\$11.73	\$11.73	\$11.73	\$11.73	\$11.73	\$11.73	\$11.73	\$16.54	\$16.54	\$23.10	\$23.10	\$23.10	\$23.10	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65											
1	irrig3	\$884	\$11.73	\$11.73	\$11.73	\$11.73	\$11.73	\$11.73	\$11.73	\$11.73	\$16.54	\$16.54	\$23.10	\$23.10	\$23.10	\$23.10	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65	\$34.65											

Exhibit C - Percent change from existing rate structure to proposed rate structure

Bold = annual average consumption

Number of Accounts			1,000 gallons per Month																				
Meter Rate	Base Fee		0 - 5	6 - 10	11 - 20	21 - 30	31 - 40	41 - 50	51 - 70	71 - 90	91 - 110	111- 130	131'-150	151 - 200	201 - 400	401 - 600	601 - 800	801 - 1,000	1,001 - 1,200	1,201 - 1,400	1,401 - 1,600	1,601 - 1,800	above 1,801
2,232	res0.75	25%	0%	-18%	1%	10%	29%	93%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%
1,175	res1	-7%	0%	-18%	1%	10%	29%	93%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%
1,199	res1.5	-22%	0%	-18%	1%	10%	29%	93%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%
22	res2	-22%	0%	-18%	1%	10%	29%	93%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%
87	comm0.75	20%	-6%	-6%	21%	71%	71%	71%	139%	139%	139%	258%	258%	131%	131%	131%	131%	131%	131%	131%	131%	131%	131%
93	comm1	20%	-6%	-6%	-6%	21%	71%	71%	71%	139%	139%	139%	258%	258%	131%	131%	131%	131%	131%	131%	131%	131%	131%
79	comm1.5	20%	-6%	-6%	-6%	-6%	21%	21%	71%	71%	71%	139%	139%	139%	258%	131%	131%	131%	131%	131%	131%	131%	131%
64	comm2	20%	-6%	-6%	-6%	-6%	-6%	-6%	21%	21%	71%	71%	139%	139%	139%	258%	131%	131%	131%	131%	131%	131%	131%
13	comm3	20%	-6%	-6%	-6%	-6%	-6%	-6%	-6%	-6%	-6%	-6%	21%	71%	71%	139%	139%	139%	258%	131%	131%	131%	131%
33	comm4	20%	-6%	-6%	-6%	-6%	-6%	-6%	-6%	-6%	-6%	-6%	-6%	21%	21%	71%	71%	139%	258%	258%	258%	258%	131%
5	comm6	20%	-6%	-6%	-6%	-6%	-6%	-6%	-6%	-6%	-6%	-6%	-6%	-6%	21%	21%	21%	21%	71%	71%	71%	139%	131%
66	multi0.75	0%	-16%	11%	6%	50%	109%	93%	93%	93%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%
69	multi1	0%	-16%	-16%	11%	6%	50%	109%	29%	93%	93%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%
76	multi1.5	0%	-16%	-16%	-16%	11%	6%	6%	50%	50%	29%	29%	93%	93%	25%	25%	25%	25%	25%	25%	25%	25%	25%
75	multi2	0%	-16%	-16%	-16%	11%	11%	11%	6%	6%	50%	50%	109%	93%	93%	25%	25%	25%	25%	25%	25%	25%	25%
19	multi3	0%	-16%	-16%	-16%	-16%	-16%	11%	11%	11%	-18%	6%	6%	50%	109%	93%	25%	25%	25%	25%	25%	25%	25%
11	multi4	0%	-16%	-16%	-16%	-16%	-16%	-16%	-16%	-16%	-16%	-16%	11%	-18%	50%	109%	93%	93%	25%	25%	25%	25%	25%
1	multi6	0%	-16%	-16%	-16%	-16%	-16%	-16%	-16%	-16%	-16%	-16%	-16%	11%	6%	50%	-8%	29%	93%	25%	25%	25%	25%
24	irrig0.75	30%	0%	0%	40%	40%	96%	96%	21%	21%	81%	81%	81%	81%	81%	81%	81%	81%	81%	81%	81%	81%	81%
44	irrig1	70%	0%	0%	0%	0%	35%	35%	35%	40%	21%	21%	21%	21%	81%	81%	81%	81%	81%	81%	81%	81%	81%
65	irrig1.5	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	40%	40%	96%	21%	21%	81%	81%	81%	81%	81%	81%	81%
44	irrig2	-4%	0%	0%	0%	0%	0%	0%	0%	0%	0%	40%	40%	96%	96%	21%	81%	81%	81%	81%	81%	81%	81%
1	irrig3	-63%	0%	0%	0%	0%	0%	0%	0%	0%	0%	40%	40%	96%	96%	96%	81%	81%	81%	81%	81%	81%	81%

Exhibit D - Change in monthly bill from FY23 (no base rate)

		August 95th percentile user	Bold = annual average consumption																			
		1,000 gallons per Month																				
Number of	Meter Rate	0 - 5	6 - 10	11 - 20	21 - 30	31 - 40	41 - 50	51 - 70	71 - 90	91 - 110	111- 130	131' -150	151 - 200	201 - 400	401 - 600	601 - 800	801 - 1,000	1,001 - 1,200	1,201 - 1,400	1,401 - 1,600	1,601 - 1,800	above 1,801
2,232	res0.75	\$0	(\$10)	(\$9)	\$6	\$58	\$225	\$292	\$358	\$424	\$490	\$556	\$722	\$1,384	\$2,046	\$2,708	\$3,370	\$4,032	\$4,694	\$5,356	\$6,018	
1,175	res1	\$0	(\$10)	(\$9)	\$6	\$58	\$225	\$292	\$358	\$424	\$490	\$556	\$722	\$1,384	\$2,046	\$2,708	\$3,370	\$4,032	\$4,694	\$5,356	\$6,018	
1,199	res1.5	\$0	(\$10)	(\$9)	\$6	\$58	\$225	\$292	\$358	\$424	\$490	\$556	\$722	\$1,384	\$2,046	\$2,708	\$3,370	\$4,032	\$4,694	\$5,356	\$6,018	
22	res2	\$0	(\$10)	(\$9)	\$6	\$58	\$225	\$292	\$358	\$424	\$490	\$556	\$722	\$1,384	\$2,046	\$2,708	\$3,370	\$4,032	\$4,694	\$5,356	\$6,018	
87	comm0.75	(\$3)	(\$6)	\$15	\$83	\$152	\$221	\$489	\$758	\$1,027	\$1,526	\$2,026	\$3,009	\$6,943	\$10,877	\$14,811	\$18,745	\$22,679	\$26,613	\$30,547	\$34,481	
93	comm1	(\$3)	(\$6)	(\$12)	\$9	\$78	\$146	\$284	\$421	\$689	\$958	\$1,227	\$2,476	\$7,472	\$11,406	\$15,340	\$19,274	\$23,208	\$27,142	\$31,076	\$35,010	
79	comm1.5	(\$3)	(\$6)	(\$12)	(\$18)	\$3	\$24	\$161	\$298	\$436	\$573	\$842	\$1,513	\$4,199	\$9,195	\$13,129	\$17,063	\$20,997	\$24,931	\$28,865	\$32,799	
64	comm2	(\$3)	(\$6)	(\$12)	(\$18)	(\$23)	(\$29)	\$12	\$53	\$190	\$328	\$465	\$1,137	\$3,823	\$6,509	\$11,505	\$15,439	\$19,373	\$23,307	\$27,241	\$31,175	
13	comm3	(\$3)	(\$6)	(\$12)	(\$18)	(\$23)	(\$29)	(\$41)	(\$53)	(\$65)	(\$76)	(\$35)	\$308	\$1,682	\$4,368	\$7,054	\$9,740	\$14,736	\$18,670	\$22,604	\$26,538	
33	comm4	(\$3)	(\$6)	(\$12)	(\$18)	(\$23)	(\$29)	(\$41)	(\$53)	(\$65)	(\$76)	(\$88)	\$15	\$427	\$1,800	\$3,174	\$5,860	\$10,856	\$15,852	\$20,848	\$25,844	
5	comm6	(\$3)	(\$6)	(\$12)	(\$18)	(\$23)	(\$29)	(\$41)	(\$53)	(\$65)	(\$76)	(\$88)	(\$118)	\$294	\$706	\$1,118	\$1,529	\$2,903	\$4,276	\$5,650	\$8,336	
66	multi0.75	(\$6)	(\$2)	\$5	\$60	\$181	\$348	\$683	\$1,017	\$1,158	\$1,299	\$1,439	\$1,791	\$3,199	\$4,607	\$6,015	\$7,423	\$8,831	\$10,239	\$11,647	\$13,055	
69	multi1	(\$6)	(\$13)	(\$3)	\$4	\$59	\$179	\$283	\$617	\$952	\$1,092	\$1,233	\$1,585	\$2,993	\$4,401	\$5,809	\$7,217	\$8,625	\$10,033	\$11,441	\$12,849	
76	multi1.5	(\$6)	(\$13)	(\$25)	(\$16)	(\$9)	(\$2)	\$108	\$218	\$322	\$425	\$759	\$1,595	\$3,003	\$4,411	\$5,819	\$7,227	\$8,635	\$10,043	\$11,451	\$12,859	
75	multi2	(\$6)	(\$13)	(\$25)	(\$16)	(\$7)	\$3	\$17	\$31	\$141	\$251	\$492	\$1,328	\$4,672	\$6,080	\$7,488	\$8,896	\$10,304	\$11,712	\$13,120	\$14,528	
19	multi3	(\$6)	(\$13)	(\$25)	(\$38)	(\$51)	(\$41)	(\$23)	(\$4)	(\$43)	(\$29)	(\$15)	\$260	\$2,674	\$6,018	\$7,426	\$8,834	\$10,242	\$11,650	\$13,058	\$14,466	
11	multi4	(\$6)	(\$13)	(\$25)	(\$38)	(\$51)	(\$64)	(\$89)	(\$114)	(\$140)	(\$165)	(\$146)	(\$244)	\$858	\$3,272	\$6,616	\$9,960	\$11,368	\$12,776	\$14,184	\$15,592	
1	multi6	(\$6)	(\$13)	(\$25)	(\$38)	(\$51)	(\$64)	(\$89)	(\$114)	(\$140)	(\$165)	(\$191)	(\$144)	(\$4)	\$1,098	\$820	\$1,854	\$5,198	\$6,606	\$8,014	\$9,422	
24	irrig0.75	(\$0)	(\$1)	\$47	\$95	\$208	\$321	\$400	\$479	\$789	\$1,099	\$1,409	\$2,184	\$5,284	\$8,384	\$11,484	\$14,584	\$17,684	\$20,784	\$23,884	\$26,984	
44	irrig1	(\$0)	(\$1)	(\$1)	(\$2)	\$40	\$81	\$164	\$260	\$339	\$418	\$497	\$694	\$3,794	\$6,894	\$9,994	\$13,094	\$16,194	\$19,294	\$22,394	\$25,494	
65	irrig1.5	(\$0)	(\$1)	(\$1)	(\$2)	(\$2)	(\$3)	(\$4)	(\$5)	(\$6)	\$89	\$185	\$751	\$1,541	\$2,331	\$5,431	\$8,531	\$11,631	\$14,731	\$17,831	\$20,931	
44	irrig2	(\$0)	(\$1)	(\$1)	(\$2)	(\$2)	(\$3)	(\$4)	(\$5)	(\$6)	\$89	\$185	\$751	\$3,015	\$3,805	\$6,905	\$10,005	\$13,105	\$16,205	\$19,305	\$22,405	
1	irrig3	(\$0)	(\$1)	(\$1)	(\$2)	(\$2)	(\$3)	(\$4)	(\$5)	(\$6)	\$89	\$185	\$751	\$3,015	\$5,279	\$8,379	\$11,479	\$14,579	\$17,679	\$20,779	\$23,879	

Exhibit E - Proposed monthly bill with base rate

		August 95th percentile user		Bold = annual average consumption																			
		1,000 gallons per Month																					
Number of Accounts	Meter Rate	0 - 5	6 - 10	11 - 20	21 - 30	31 - 40	41 - 50	51 - 70	71 - 90	91 - 110	111- 130	131' -150	151 - 200	201 - 400	401 - 600	601 - 800	801 - 1,000	1,001 - 1,200	1,201 - 1,400	1,401 - 1,600	1,601 - 1,800	above 1,801	
2,232	res0.75	\$103	\$149	\$266	\$432	\$663	\$1,009	\$1,702	\$2,395	\$3,088	\$3,781	\$4,474	\$6,207	\$13,137	\$20,067	\$26,997	\$33,927	\$40,857	\$47,787	\$54,717	\$61,647		
1,175	res1	\$103	\$149	\$266	\$432	\$663	\$1,009	\$1,702	\$2,395	\$3,088	\$3,781	\$4,474	\$6,207	\$13,137	\$20,067	\$26,997	\$33,927	\$40,857	\$47,787	\$54,717	\$61,647		
1,199	res1.5	\$103	\$149	\$266	\$432	\$663	\$1,009	\$1,702	\$2,395	\$3,088	\$3,781	\$4,474	\$6,207	\$13,137	\$20,067	\$26,997	\$33,927	\$40,857	\$47,787	\$54,717	\$61,647		
22	res2	\$103	\$149	\$266	\$432	\$663	\$1,009	\$1,702	\$2,395	\$3,088	\$3,781	\$4,474	\$6,207	\$13,137	\$20,067	\$26,997	\$33,927	\$40,857	\$47,787	\$54,717	\$61,647		
87	comm0.75	\$131	\$177	\$294	\$459	\$625	\$790	\$1,252	\$1,714	\$2,176	\$2,869	\$3,562	\$5,295	\$12,225	\$19,155	\$26,085	\$33,015	\$39,945	\$46,875	\$53,805	\$60,735		
93	comm1	\$191	\$237	\$327	\$445	\$610	\$775	\$1,106	\$1,437	\$1,899	\$2,361	\$2,823	\$4,555	\$11,485	\$18,415	\$25,345	\$32,275	\$39,205	\$46,135	\$53,065	\$59,995		
79	comm1.5	\$357	\$402	\$493	\$584	\$701	\$819	\$1,149	\$1,480	\$1,811	\$2,142	\$2,604	\$3,759	\$8,379	\$15,309	\$22,239	\$29,169	\$36,099	\$43,029	\$49,959	\$56,889		
64	comm2	\$695	\$740	\$831	\$922	\$1,013	\$1,104	\$1,338	\$1,573	\$1,904	\$2,234	\$2,565	\$3,720	\$8,340	\$12,960	\$19,890	\$26,820	\$33,750	\$40,680	\$47,610	\$54,540		
13	comm3	\$1,736	\$1,781	\$1,872	\$1,963	\$2,054	\$2,144	\$2,326	\$2,508	\$2,689	\$2,871	\$3,106	\$3,932	\$7,240	\$11,860	\$16,480	\$21,100	\$28,030	\$34,960	\$41,890	\$48,820		
33	comm4	\$3,114	\$3,160	\$3,250	\$3,341	\$3,432	\$3,523	\$3,705	\$3,886	\$4,068	\$4,250	\$4,431	\$5,018	\$7,363	\$10,671	\$13,978	\$18,598	\$25,528	\$32,458	\$39,388	\$46,318		
5	comm6	\$5,830	\$5,876	\$5,967	\$6,057	\$6,148	\$6,239	\$6,421	\$6,602	\$6,784	\$6,966	\$7,147	\$7,601	\$9,947	\$12,293	\$14,638	\$16,984	\$20,292	\$23,599	\$26,907	\$31,527		
66	multi0.75	\$106	\$151	\$269	\$434	\$665	\$1,012	\$1,705	\$2,398	\$3,091	\$3,784	\$4,477	\$6,209	\$13,139	\$20,069	\$26,999	\$33,929	\$40,859	\$47,789	\$54,719	\$61,649		
69	multi1	\$156	\$190	\$281	\$398	\$564	\$795	\$1,257	\$1,950	\$2,643	\$3,336	\$4,029	\$5,761	\$12,691	\$19,621	\$26,551	\$33,481	\$40,411	\$47,341	\$54,271	\$61,201		
76	multi1.5	\$294	\$328	\$397	\$488	\$605	\$723	\$1,053	\$1,384	\$1,846	\$2,308	\$3,001	\$4,734	\$11,664	\$18,594	\$25,524	\$32,454	\$39,384	\$46,314	\$53,244	\$60,174		
75	multi2	\$576	\$610	\$679	\$770	\$861	\$951	\$1,186	\$1,421	\$1,751	\$2,082	\$2,544	\$4,277	\$11,207	\$18,137	\$25,067	\$31,997	\$38,927	\$45,857	\$52,787	\$59,717		
19	multi3	\$1,443	\$1,477	\$1,546	\$1,615	\$1,684	\$1,775	\$1,956	\$2,138	\$2,320	\$2,554	\$2,789	\$3,616	\$8,236	\$15,166	\$22,096	\$29,026	\$35,956	\$42,886	\$49,816	\$56,746		
11	multi4	\$2,592	\$2,626	\$2,695	\$2,764	\$2,833	\$2,901	\$3,039	\$3,177	\$3,314	\$3,452	\$3,633	\$4,088	\$7,396	\$12,016	\$18,946	\$25,876	\$32,806	\$39,736	\$46,666	\$53,596		
1	multi6	\$4,855	\$4,890	\$4,958	\$5,027	\$5,096	\$5,165	\$5,302	\$5,440	\$5,578	\$5,715	\$5,853	\$6,307	\$8,653	\$11,961	\$15,269	\$19,889	\$26,819	\$33,749	\$40,679	\$47,609		
24	irrig0.75	\$218	\$276	\$442	\$607	\$838	\$1,069	\$1,531	\$1,993	\$2,686	\$3,379	\$4,072	\$5,804	\$12,734	\$19,664	\$26,594	\$33,524	\$40,454	\$47,384	\$54,314	\$61,244		
44	irrig1	\$410	\$469	\$586	\$703	\$863	\$1,022	\$1,341	\$1,671	\$2,133	\$2,595	\$3,057	\$4,212	\$11,142	\$18,072	\$25,002	\$31,932	\$38,862	\$45,792	\$52,722	\$59,652		
65	irrig1.5	\$942	\$1,001	\$1,118	\$1,235	\$1,353	\$1,470	\$1,705	\$1,939	\$2,174	\$2,504	\$2,835	\$3,990	\$8,610	\$13,230	\$20,160	\$27,090	\$34,020	\$40,950	\$47,880	\$54,810		
44	irrig2	\$942	\$1,001	\$1,118	\$1,235	\$1,353	\$1,470	\$1,705	\$1,939	\$2,174	\$2,504	\$2,835	\$3,990	\$8,610	\$13,230	\$20,160	\$27,090	\$34,020	\$40,950	\$47,880	\$54,810		
1	irrig3	\$942	\$1,001	\$1,118	\$1,235	\$1,353	\$1,470	\$1,705	\$1,939	\$2,174	\$2,504	\$2,835	\$3,990	\$8,610	\$13,230	\$20,160	\$27,090	\$34,020	\$40,950	\$47,880	\$54,810		

Exhibit F - Total Cost per 1,000 gallons for each tier

		1,000 gallons per Month																				
		Bold = annual average consumption																				
Number of Accounts	Meter Rate	0 - 5	6 - 10	11 - 20	21 - 30	31 - 40	41 - 50	51 - 70	71 - 90	91 - 110	111- 130	131' -150	151 - 200	201 - 400	401 - 600	601 - 800	801 - 1,000	1,001 - 1,200	1,201 - 1,400	1,401 - 1,600	1,601 - 1,800	above 1,801
2,232	res0.75	\$21	\$15	\$13	\$14	\$17	\$20	\$24	\$27	\$28	\$29	\$30	\$31	\$33	\$33	\$34	\$34	\$34	\$34	\$34	\$34	
1,175	res1	\$21	\$15	\$13	\$14	\$17	\$20	\$24	\$27	\$28	\$29	\$30	\$31	\$33	\$33	\$34	\$34	\$34	\$34	\$34	\$34	
1,199	res1.5	\$21	\$15	\$13	\$14	\$17	\$20	\$24	\$27	\$28	\$29	\$30	\$31	\$33	\$33	\$34	\$34	\$34	\$34	\$34	\$34	
22	res2	\$21	\$15	\$13	\$14	\$17	\$20	\$24	\$27	\$28	\$29	\$30	\$31	\$33	\$33	\$34	\$34	\$34	\$34	\$34	\$34	
87	comm0.75	\$26	\$18	\$15	\$15	\$16	\$16	\$18	\$19	\$20	\$22	\$24	\$26	\$31	\$32	\$33	\$33	\$33	\$33	\$34	\$34	
93	comm1	\$38	\$24	\$16	\$15	\$15	\$16	\$16	\$16	\$17	\$18	\$19	\$23	\$29	\$31	\$32	\$32	\$33	\$33	\$33	\$33	
79	comm1.5	\$71	\$40	\$25	\$19	\$18	\$16	\$16	\$16	\$16	\$16	\$17	\$19	\$21	\$26	\$28	\$29	\$30	\$31	\$31	\$32	
64	comm2	\$139	\$74	\$42	\$31	\$25	\$22	\$19	\$17	\$17	\$17	\$17	\$19	\$21	\$22	\$25	\$27	\$28	\$29	\$30	\$30	
13	comm3	\$347	\$178	\$94	\$65	\$51	\$43	\$33	\$28	\$24	\$22	\$21	\$20	\$18	\$20	\$21	\$21	\$23	\$25	\$26	\$27	
33	comm4	\$623	\$316	\$163	\$111	\$86	\$70	\$53	\$43	\$37	\$33	\$30	\$25	\$18	\$18	\$17	\$19	\$21	\$23	\$25	\$26	
5	comm6	\$1,166	\$588	\$298	\$202	\$154	\$125	\$92	\$73	\$62	\$54	\$48	\$38	\$25	\$20	\$18	\$17	\$17	\$17	\$17	\$18	
66	multi0.75	\$21	\$15	\$13	\$14	\$17	\$20	\$24	\$27	\$28	\$29	\$30	\$31	\$33	\$33	\$34	\$34	\$34	\$34	\$34	\$34	
69	multi1	\$31	\$19	\$14	\$13	\$14	\$16	\$18	\$22	\$24	\$26	\$27	\$29	\$32	\$33	\$33	\$33	\$34	\$34	\$34	\$34	
76	multi1.5	\$59	\$33	\$20	\$16	\$15	\$14	\$15	\$15	\$17	\$18	\$20	\$24	\$29	\$31	\$32	\$32	\$33	\$33	\$33	\$33	
75	multi2	\$115	\$61	\$34	\$26	\$22	\$19	\$17	\$16	\$16	\$16	\$17	\$21	\$28	\$30	\$31	\$32	\$32	\$33	\$33	\$33	
19	multi3	\$289	\$148	\$77	\$54	\$42	\$35	\$28	\$24	\$21	\$20	\$19	\$18	\$21	\$25	\$28	\$29	\$30	\$31	\$31	\$32	
11	multi4	\$518	\$263	\$135	\$92	\$71	\$58	\$43	\$35	\$30	\$27	\$24	\$20	\$18	\$20	\$24	\$26	\$27	\$28	\$29	\$30	
1	multi6	\$971	\$489	\$248	\$168	\$127	\$103	\$76	\$60	\$51	\$44	\$39	\$32	\$22	\$20	\$19	\$20	\$22	\$24	\$25	\$26	
24	irrig0.75	\$44	\$28	\$22	\$20	\$21	\$21	\$22	\$22	\$24	\$26	\$27	\$29	\$32	\$33	\$33	\$34	\$34	\$34	\$34	\$34	
44	irrig1	\$82	\$47	\$29	\$23	\$22	\$20	\$19	\$19	\$19	\$20	\$20	\$21	\$28	\$30	\$31	\$32	\$32	\$33	\$33	\$33	
65	irrig1.5	\$188	\$100	\$56	\$41	\$34	\$29	\$24	\$22	\$20	\$19	\$19	\$20	\$22	\$22	\$25	\$27	\$28	\$29	\$30	\$30	
44	irrig2	\$188	\$100	\$56	\$41	\$34	\$29	\$24	\$22	\$20	\$19	\$19	\$20	\$22	\$22	\$25	\$27	\$28	\$29	\$30	\$30	
1	irrig3	\$188	\$100	\$56	\$41	\$34	\$29	\$24	\$22	\$20	\$19	\$19	\$20	\$22	\$22	\$25	\$27	\$28	\$29	\$30	\$30	

Exhibit G
Consumption Fee Revenue Summary (excludes pumping surcharge)

Customer Class and Meter Size	Number of Connections	Percent Total Connections	Revenue Existing Rates	Revenue Proposed Rates	Percent Revenue Increase	Percent Revenue Existing Rates	Percent Revenue Proposed Rates	Percent Total Water Consumption
Commercial	374	7%	\$ 2,782,410	\$ 3,566,862	28%	29%	32%	33%
Irrigation	178	3%	\$ 931,207	\$ 1,152,376	24%	10%	10%	8%
Multi-Family	317	6%	\$ 1,573,114	\$ 1,852,241	18%	16%	17%	18%
Residential	4,628	84%	\$ 4,272,375	\$ 4,550,335	7%	45%	41%	41%
Total	5,497		\$ 9,559,106	\$ 11,121,815	16.3%			

Exhibit H
Base Fee Revenue Summary

Customer Class and Meter Size	Number of Connections	Percent Total Connections	Revenue Existing Rates	Revenue Proposed Rates	Percent Revenue Increase	Percent Revenue Existing Rates	Percent Revenue Proposed Rates	Percent Total Water Consumption
Commercial	374	7%	\$ 2,393,829	\$ 2,872,595	20%	29%	32%	33%
Irrigation	178	3%	\$ 502,083	\$ 698,826	39%	6%	8%	8%
Multi-Family	317	6%	\$ 1,597,775	\$ 1,597,775	0%	19%	18%	18%
Residential	4,628	84%	\$ 3,826,808	\$ 3,834,761	0%	46%	43%	41%
Total	5,497		\$ 8,320,496	\$ 9,003,957	8.2%			

Exhibit I
Total Fee (Consumption and Base) Revenue Summary

Customer Class and Meter Size	Number of Connections	Percent Total Connections	Revenue Existing Rates	Revenue Proposed Rates	Percent Revenue Increase	Percent Revenue Existing Rates	Percent Revenue Proposed Rates	Percent Total Water Consumption
Commercial	374	7%	\$ 5,176,239	\$ 6,439,457	24%	29%	32%	33%
Irrigation	178	3%	\$ 1,433,291	\$ 1,851,202	29%	8%	9%	8%
Multi-Family	317	6%	\$ 3,170,889	\$ 3,450,016	9%	18%	17%	18%
Residential	4,628	84%	\$ 8,099,183	\$ 8,385,096	4%	45%	42%	41%
Total	5,497		\$ 17,879,602	\$ 20,125,772	12.6%			

Exhibit J
Example Customer Impacts - Annual Water Usage and Bill Amount

Customer Class	Meter Rate	User Rank	Description	Gallons of Water	Existing Water Bill	Proposed Water Bill	Optimized Bill	Percent Change	
								Change	if Meter Rate Optimized
Commercial	0.75	1	Main St Restaurant	1,387,000	\$ 14,388	\$ 30,063	\$ 23,531	109%	64%
	0.75	5	Main St Restaurant	518,000	\$ 5,868	\$ 8,352	\$ 8,013	42%	37%
	0.75	50th Percentile	Retail	54,000	\$ 1,381	\$ 1,521		10%	
	0.75	25th Percentile	Retail	4,000	\$ 898	\$ 1,067		19%	
Commercial	1	1	Main St Restaurant	1,921,000	\$ 20,077	\$ 38,461	\$ 33,799	92%	68%
	1	5	Prospector Restaurant	623,000	\$ 7,483	\$ 9,752	\$ 9,752	30%	30%
	1	50th Percentile	Office	83,000	\$ 2,261	\$ 2,535		12%	
	1	25th Percentile	Office	24,000	\$ 1,690	\$ 1,968		16%	
Commercial	1.5	1	Carwash	2,740,000	\$ 29,661	\$ 52,956	\$ 52,495	79%	77%
	1.5	5	Large Retail	1,383,000	\$ 16,448	\$ 23,342	\$ 23,342	42%	42%
	1.5	50th Percentile	Retail/Restaruant	271,000	\$ 5,735	\$ 6,218		8%	
	1.5	25th Percentile	Retail	83,000	\$ 3,917	\$ 4,492		15%	
Commercial	2	1	School	3,005,000	\$ 36,403	\$ 65,878	\$ 65,878	81%	81%
	2	5	Large Retail	1,690,000	\$ 22,838	\$ 39,209	\$ 39,209	72%	72%
	2	50th Percentile	Main St Restaurant	405,000	\$ 10,412	\$ 11,603		11%	
	2	25th Percentile	Office/Healthcare	236,000	\$ 8,778	\$ 10,051		15%	
Commercial	3	1	Hotel	10,335,000	\$ 120,756	\$ 223,250	\$ 187,826	85%	56%
	3	5	Hotel	2,748,000	\$ 43,476	\$ 53,854	\$ 53,237	24%	22%
	3	50th Percentile	Fitness	2,121,000	\$ 37,413	\$ 43,210		15%	
	3	25th Percentile	Office/Healthcare	709,000	\$ 23,759	\$ 26,723		12%	
Commercial	4	1	Hotel	16,085,000	\$ 191,556	\$ 367,659	\$ 294,691	92%	54%
	4	5	Hotel	6,388,000	\$ 92,460	\$ 117,008	\$ 117,008	27%	27%
	4	50th Percentile	Restaurant	2,439,000	\$ 54,274	\$ 61,626		14%	
	4	25th Percentile	Hotel	1,121,000	\$ 41,529	\$ 47,008		13%	
Commercial	6	1	Hotel	12,906,000	\$ 182,650	\$ 222,448	\$ 222,448	22%	22%
	6	2	Hotel	8,490,000	\$ 139,947	\$ 162,643	\$ 153,234	16%	9%
	6	3	Hotel	5,412,000	\$ 110,183	\$ 126,556	\$ 104,174	15%	-5%

Exhibit J
Example Customer Impacts - Annual Water Usage and Bill Amount

Customer Class	Meter Rate	User Rank	Description	Gallons of Water	Existing Water Bill	Proposed Water Bill	Optimized Bill	Percent Change	
								Change	if Meter Rate Optimized
Multi Family	0.75	1		322,000	\$ 3,009	\$ 3,209	\$ 3,209	7%	7%
	0.75	50th Percentile		67,000	\$ 1,405	\$ 1,333		-5%	
	0.75	25th Percentile		41,000	\$ 1,193	\$ 1,126		-6%	
Multi Family	1	1		831,000	\$ 14,034	\$ 18,981	\$ 15,640	35%	11%
	1	50th Percentile		112,000	\$ 2,371	\$ 2,186		-8%	
	1	25th Percentile		66,000	\$ 2,053	\$ 1,956		-5%	
Multi Family	1.5	1		2,128	\$ 43,162	\$ 53,355	\$ 52,911	24%	23%
	1.5	50th Percentile		202,000	\$ 4,761	\$ 4,438		-7%	
	1.5	25th Percentile		105,000	\$ 3,970	\$ 3,823		-4%	
Multi Family	2	1		2,202	\$ 34,724	\$ 44,597	\$ 40,866	28%	18%
	2	50th Percentile		488	\$ 11,598	\$ 12,564		8%	
	2	25th Percentile		201,000	\$ 8,134	\$ 7,815		-4%	
Multi Family	3	1		6,734,000	\$ 129,341	\$ 179,767	\$ 161,166	39%	25%
	3	50th Percentile		1,946,000	\$ 36,466	\$ 37,477		3%	
	3	25th Percentile		841,000	\$ 24,287	\$ 23,432		-4%	
Multi Family	4	1		4,509,000	\$ 76,150	\$ 84,207	\$ 84,207	11%	11%
	4	50th Percentile		1,186,000	\$ 40,354	\$ 38,434		-5%	
	4	25th Percentile		731,000	\$ 36,692	\$ 35,533		-3%	
Multi Family	6	1		2,556,000	\$ 81,451	\$ 78,504		-4%	
SFR		1		1,469,000	\$ 37,803	\$ 42,440		12%	
		5		723,000	\$ 16,136	\$ 18,535		15%	
		50th Percentile	(increase due to base	46,000	\$ 1,008	\$ 1,160		15%	
		25th Percentile	rate)	20,000	\$ 800	\$ 966		21%	
IRR	0.75	1		277,000	\$ 4,505	\$ 6,281	\$ 5,990	39%	33%
	0.75	5		113,000	\$ 2,064	\$ 2,699	\$ 2,699	31%	31%
	0.75	50th Percentile		61,000	\$ 1,452	\$ 1,717		18%	
	0.75	25th Percentile		8,000	\$ 828	\$ 1,047		26%	
IRR	1	1		663,000	\$ 11,704	\$ 15,916	\$ 15,916	36%	36%
	1	5		506,000	\$ 8,219	\$ 10,612		29%	
	1	50th Percentile		153,000	\$ 3,043	\$ 4,080		34%	
	1	25th Percentile		19,000	\$ 1,465	\$ 2,332		59%	
IRR	1.5 and larger	1		2,643,000	\$ 45,710	\$ 60,201	\$ 60,201	32%	32%
	1.5 and larger	5		1,459,000	\$ 24,031	\$ 31,484	\$ 31,484	31%	31%
	1.5 and larger	50th Percentile		456,000	\$ 10,899	\$ 10,981		1%	
	1.5 and larger	25th Percentile		206,000	\$ 5,077	\$ 7,717		52%	



ZIONS PUBLIC FINANCE, INC.

Memorandum

To: Clint McAfee, Public Utilities Director

From: Brian F. Baker, Zions Public Finance, Inc.
Municipal Advisor to Park City Municipal Corporation

Date: Friday, January 20, 2023

Re: Analysis of proposed changes to City water rate schedules

This memorandum provides an independent review of work done by the City's Water Division regarding water rate table revisions. Zions serves as the City's municipal advisor, and has a history of assisting Utah municipalities in designing and implementing water rate structures using a "revenue sufficiency" model. This same model is recommended by the AWWA (American Water Works Association) in its publication "Water Rates, Fees, and Charges," where it is called "cost-based rate setting." The AWWA states that "water rates are considered fair and equitable when each customer class pays the costs allocated to the class and, consequently, cross-class subsidies are avoided." Rates are also designed to encourage conservation by all users, regardless of customer class or size.

Summary points from our analysis and review include the following:

1. The Water Division's approach to rate changes reflects best practices and standards seen in here in Utah as well as in studies and guidelines from organizations that offer assistance to providers of water nationally. The three key analytical steps in cost-based rate-making include:
 - a. Revenue requirement analysis
 - b. Cost-of-service analysis
 - c. Rate design analysis
2. The City's Water Division uses a robust and well-developed quantitative model that appropriately captures the day-to-day and long-term cost of developing and providing water. This model is one of the most detailed and comprehensive being used in the state. It effectively and simultaneously models near term budgeting and revenue needs while also forecasting future challenges to continued operational efficiency based on forecasted revenues (fees for services and impact fees), expenditures, and capital investment assumptions.



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Depreciation is funded such that needed repairs, overhauls, and future new facilities are planned and accounted for all along the way.

3. Proposed rates appropriately balance cost of services with revenues generated across customer classes. Previously, commercial water rates generated 28% of revenues, while using 33% of water. This imbalance was being subsidized mostly by the City's largest user base— residential customers— who accounted for 45% of revenues while using 41% of the water. This discrepancy is largely eliminated by the proposed rates.
4. The 50/50 mix of revenues coming from base fees and from usage is appropriate and wise. As conservation efforts continue to ramp up locally and nationally, rate structures must be designed to provide ongoing financial stability even if conservation is very successful at reducing water use. The City has issued bonds backed by water revenues over the years to fund a variety of need projects, including 3Kings. These bonds carry legal coverage requirements, and the City has designed rates to ensure it is never in danger of violating these rate covenants. In addition, the model monitors "days cash on hand" to ensure both operational liquidity and continued favorable bond ratings. This equal split is reflective of best practices in Utah and nationally.
5. Proposed rates are designed to incentivize water conservation, which is an ongoing goal for the City Council and Water Division. Though some classes and tiers see significant increases, these changes are designed to both encourage lower water usage and appropriately charge for water development and delivery should expanded resources be needed to cover high-end usage. "Punitive" rate structures can be appropriate as they fit within a City's objectives, and because an increase to maximum overall usage (without conservation) requires capital investment that justifies higher rates for higher-volume users.

In conclusion, we believe that the new rates being proposed accomplish what are considered the key considerations for establishing cost-based rates. The book *Principles of Public Utility Rates* lists the following factors:

- Effectiveness in yielding total revenue requirements (full cost recovery)
- Revenue stability and predictability
- Stability and predictability of the rates themselves from unexpected or adverse changes
- Promotion of efficient resource use (conservation and efficient use)
- Fairness in the apportionment of total costs of service among the different ratepayers



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- Avoidance of undue discrimination (subsidies) within the rates
- Dynamic efficiency in responding to changing supply-and-demand patterns
- Freedom from controversies as to proper interpretation of the rates
- Simple and easy to understand
- Simple to administer
- Legal and defensible

Each of these has factored into the changes being presented to the council for consideration. As advisor to the City, we are in agreement that the new rates are appropriate, defensible, and well considered. And we would be happy to answer any questions.

Council Agenda Item Report

Meeting Date: February 16, 2023

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Information

Agenda Section: WORK SESSION

Subject:

5:15 p.m. - Break

Suggested Action:**Attachments:**

Council Agenda Item Report

Meeting Date: February 16, 2023

Submitted by: Michelle Kellogg

Submitting Department: Budget, Debt & Grants

Item Type: Staff Report

Agenda Section: COMMUNICATIONS AND DISCLOSURES FROM
COUNCIL AND STAFF

Subject:

Monthly Budget Monitoring Report and Sales Tax Report

Suggested Action:

Attachments:

[December 2022 Budget Monitoring Report and November Sales Tax Report](#)

[Exhibit A: November Sales Tax](#)

[Exhibit B: December 2022 Revenue](#)

[Exhibit C: December 2022 Expenses](#)



Staff Communication

Subject: Budget Monitoring and Operating Insights
Author: Budget Team
Department: Budget, Debt, & Grants
Date: February 16, 2023
Type of Item: Informational

November Sales Tax Update

Park City's economy showed signs of stable but moderating growth trends in November as the City's sales taxes, excluding Transit and Transient Room taxes, were down -10.8% year-over-year as of November FY23. On the lodging front, Transient Room taxes exhibited a somewhat more significant reduction in November year-over-year revenues, down -27%. Transit sales taxes posted a level of -11.5% year-over-year. Fortunately, the month of November, overall, is relatively minor in terms of overall tourism and visitation. We believe a significant portion of the November financial results is effectively a post-covid 19 rebalancing.

In the City's General Fund, November effects translated into a similarly sized -10.0% reduction in year-over-year sales tax revenues in November. Despite this and due to our conservative estimates, General Fund sales tax revenues were still 8.2% above the City's planned and expected revenue budgets for the month. Cumulative sales tax revenues in the fund continued to track \$189k above the cumulative amount garnered in the fund as of the same month last year. Further, General Fund sales tax collections are tracking \$844k above the expected pace through November.

Trends in the City's Capital and Transportation funds, which also receive sales tax revenues, broadly mirrored the trends seen in the General Fund.

December State Compliance Monthly Budget Reporting

The attachments to this report show monthly revenue and expenditure reports detailed by fund and major object type. At Council's request, a column was added to compare actuals against the estimated monthly budget. There are discrepancies in YTD actuals vs. estimated budget in some cases due to program seasonality, the timing of payments, and capital projects. Given that we are only five months into FY23, any concerns about comparisons to estimated budget would be premature.

Notable Observations:

Revenues

- Overall, YTD revenue is tracking within \$61k of FY22
- Tracking slightly under in Property Taxes due to Summit County

experiencing technical issues with software that impact the timing of receivables.

- Year-to-Date Building/Planning/Engineering (BPE) fees in the General Fund are up \$532k vs. FY22 due to a higher volume of permits issued, and permits issued for a large development in Deer Crest with two multi-use residential buildings in September.
- BPE fees in the Water Fund are down year-over-year due to a significant commercial project in FY22 that had a large water impact fee associated. On track to realize FY23 budget estimate.
- Decrease in County/Special Service District revenue in the Capital Improvement fund due to timing of payment from RAP Tax Grant.
- A decrease in Federal revenue in Transportation due to the timing of when grants are received. The Transportation Team expects Federal revenue to surpass FY22 by year-end primarily due to our large electric bus procurement.

Expenditures

- Personnel is tracking above FY22 levels due to active efforts to fill long-term vacancies and the implementation of the FY23 pay plan. We continue to track as expected to the FY23 budget.
- Variances in Capital expenditures in the Water, Transportation, and Capital Improvement Funds due to project timelines, invoicing, and completion dates.

Exhibit A: November Sales Tax Update

Exhibit B: Revenue Summary by Object and Type

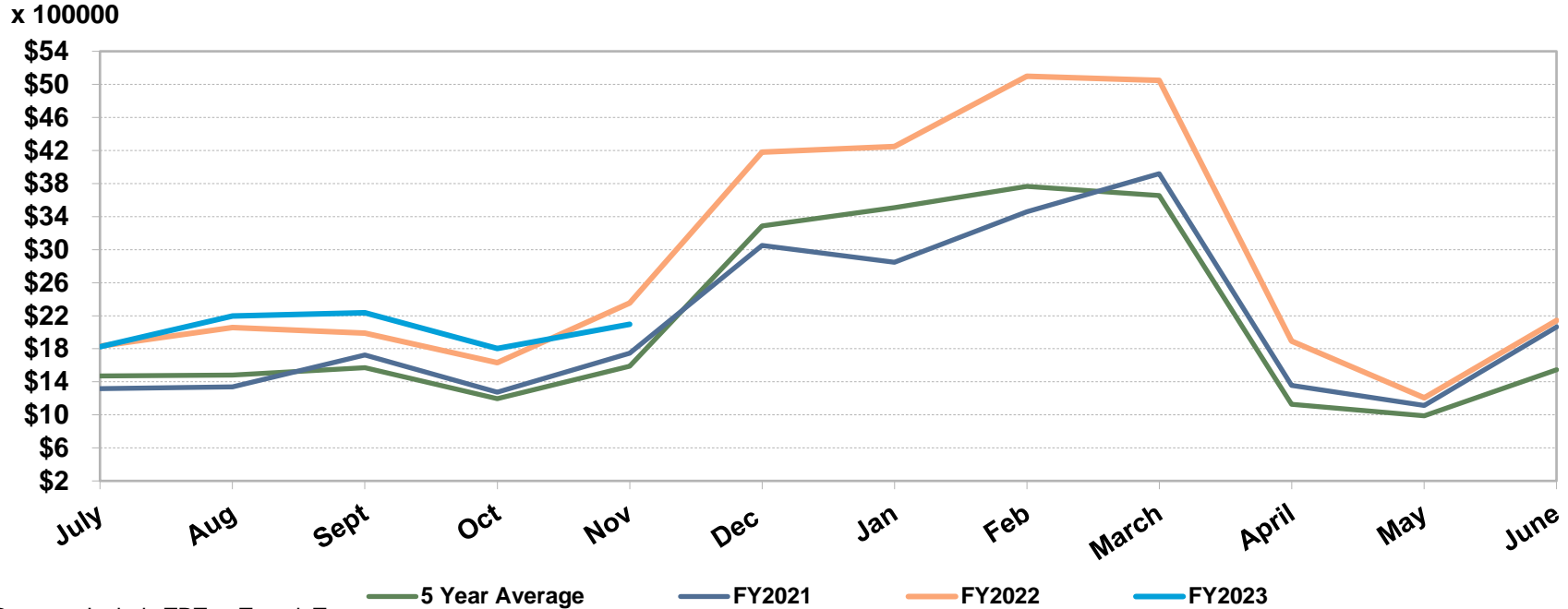
Exhibit C: Expense Summary by Object and Type

November Sales Tax Update



Citywide

Sales Tax Revenues through November



*Does not Include TRT or Transit Tax

- Sales Taxes excluding TRT and Transit Sales Tax -10.8% vs. November FY22
- Transit Sales Tax -11.5% vs. November FY22
- TRT -27.2% vs. November FY22

Source: Park City Municipal Corporation. As of January 2023. Note: Transit Sales Taxes exclude sales tax revenues received from Summit County.



General Fund

Sales Tax Summary – General Fund

General Fund - Sales Tax Summary - Monthly					
Month	FY20 Actual	FY21 Actual	FY22 Actual	FY23 Original Budget	FY23 Actual
July	\$890,546	\$767,523	\$1,047,907	\$1,074,186	\$1,046,685
August	\$839,320	\$777,490	\$1,171,593	\$979,767	\$1,252,313
September	\$912,173	\$991,597	\$1,132,767	\$802,432	\$1,274,432
October	\$715,887	\$735,086	\$934,102	\$997,539	\$1,034,396
November	\$820,365	\$995,487	\$1,328,051	\$1,104,877	\$1,195,669
December	\$1,877,541	\$1,709,314	\$2,326,666	\$2,123,076	
January	\$2,167,578	\$1,587,251	\$2,346,656	\$2,476,324	
February	\$1,936,051	\$1,915,684	\$2,798,863	\$2,303,499	
March	\$1,318,256	\$2,175,133	\$2,790,344	\$2,004,792	
April	\$374,250	\$792,166	\$1,086,870	\$859,084	
May	\$439,622	\$742,106	\$708,047	\$734,302	
June	\$603,136	\$1,186,465	\$1,228,941	\$973,664	
Total	\$12,894,725	\$14,375,301	\$18,900,806	\$16,433,542	

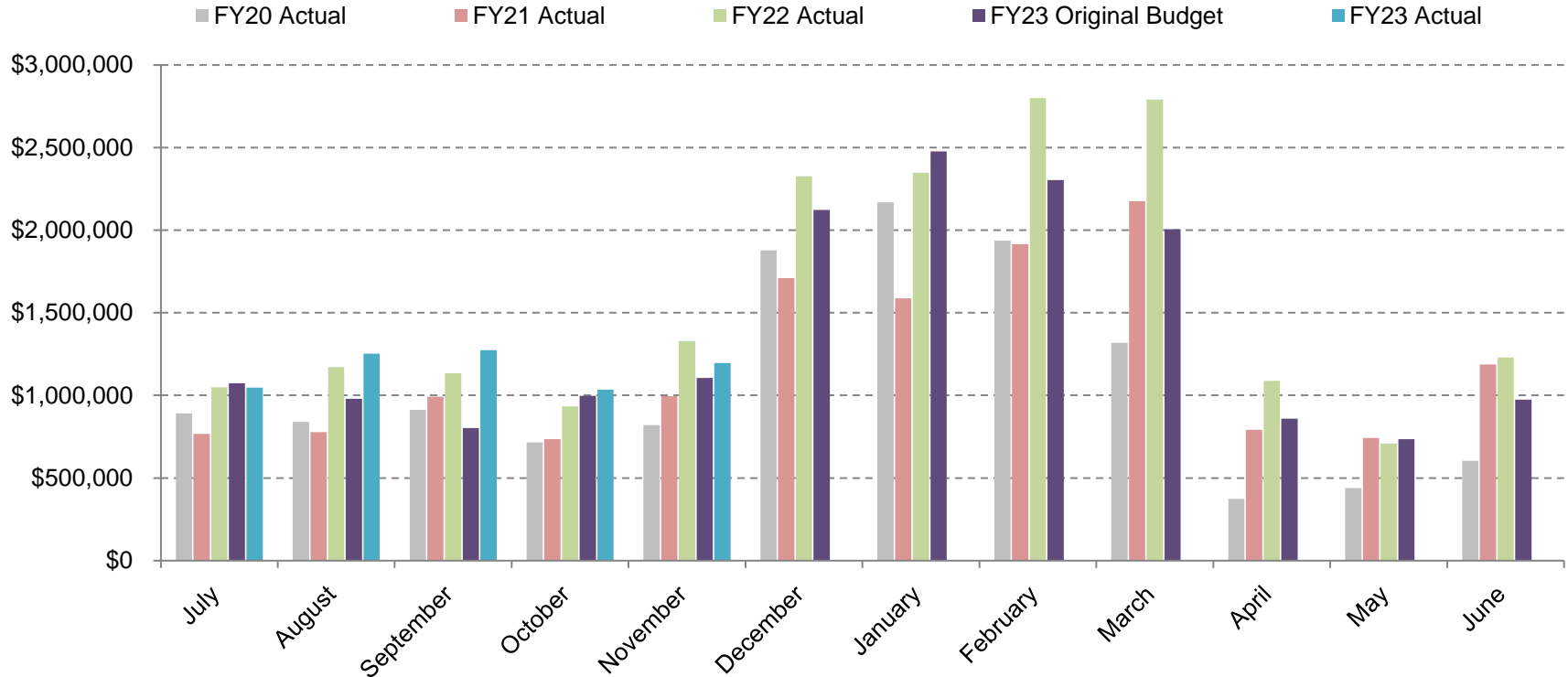
Sales Tax Summary – General Fund

General Fund - Sales Tax Summary - Cumulative					
Month	FY20 Actual	FY21 Actual	FY22 Actual	FY23 Original Budget	FY23 Actual
July	\$890,546	\$767,523	\$1,047,907	\$1,074,186	\$1,046,685
August	\$1,729,866	\$1,545,014	\$2,219,500	\$2,053,954	\$2,298,998
September	\$2,642,039	\$2,536,611	\$3,352,268	\$2,856,386	\$3,573,430
October	\$3,357,926	\$3,271,697	\$4,286,369	\$3,853,925	\$4,607,826
November	\$4,178,291	\$4,267,183	\$5,614,420	\$4,958,802	\$5,803,495
December	\$6,055,832	\$5,976,497	\$7,941,086	\$7,081,878	
January	\$8,223,410	\$7,563,748	\$10,287,742	\$9,558,202	
February	\$10,159,462	\$9,479,432	\$13,086,605	\$11,861,700	
March	\$11,477,718	\$11,654,565	\$15,876,949	\$13,866,492	
April	\$11,851,968	\$12,446,731	\$16,963,819	\$14,725,576	
May	\$12,291,589	\$13,188,836	\$17,671,865	\$15,459,878	
June	\$12,894,725	\$14,375,301	\$18,900,806	\$16,433,542	

General Fund - Sales Tax Summary - \$ Change					
Month	FY21 Actual vs. FY20 Actual	FY22 Actual vs. FY20 Actual	FY23 Actual vs. FY21 Actual	FY23 Actual vs. FY22 Actual	FY23 Actual vs. FY23 Budget
July	(\$123,023)	\$157,361	\$279,162	(\$1,222)	(\$27,501)
August	(\$61,829)	\$394,102	\$474,822	\$80,720	\$272,545
September	\$79,424	\$141,170	\$282,835	\$141,665	\$472,000
October	\$19,198	\$199,016	\$299,310	\$100,294	\$36,857
November	\$175,122	\$332,565	\$200,183	(\$132,382)	\$90,792
December	(\$168,227)	\$617,352			
January	(\$580,327)	\$759,405			
February	(\$20,367)	\$883,179			
March	\$856,876	\$615,211			
April	\$417,916	\$294,704			
May	\$302,484	(\$34,059)			
June	\$583,329	\$42,476			
Total	\$1,480,576	\$4,402,482	\$1,536,312	\$189,075	\$844,693

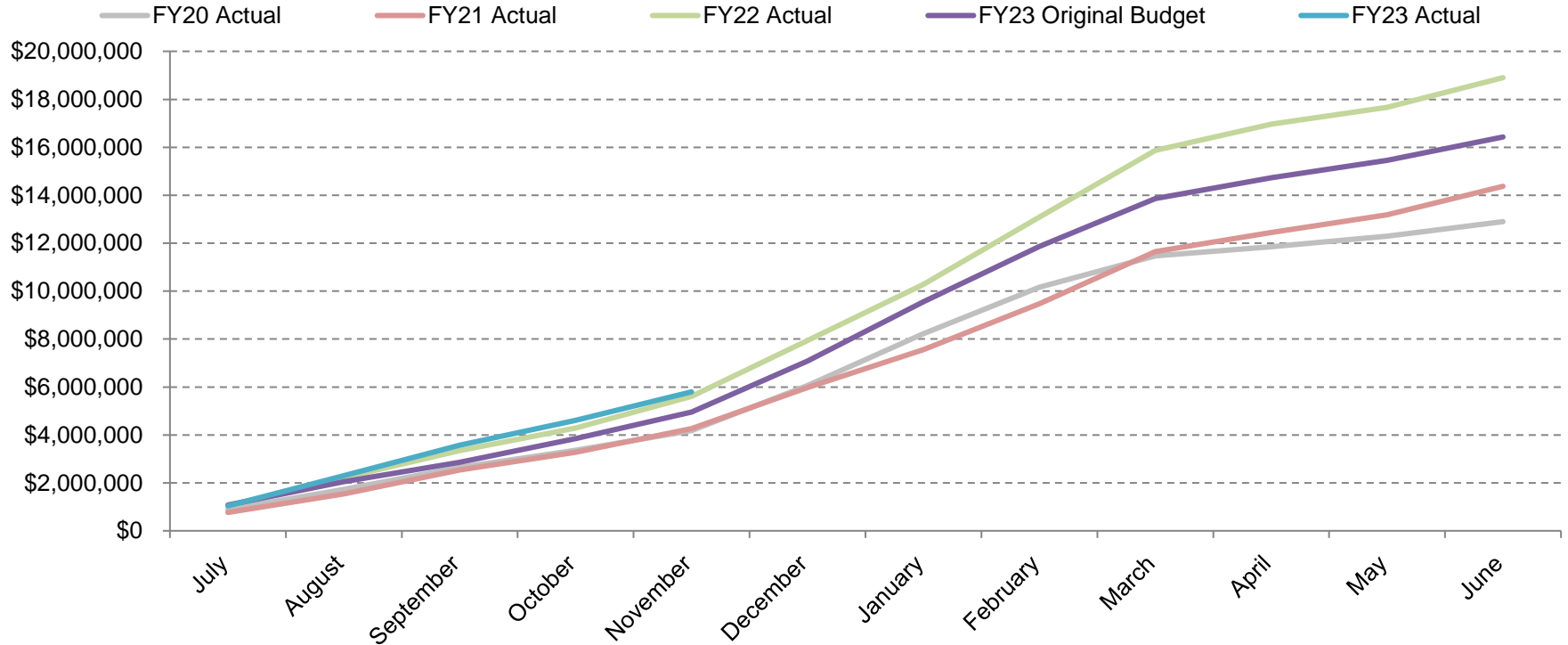
Sales Tax Summary – General Fund

General Fund Historical Sales Tax Revenues & Budgets Over Time by Month



Sales Tax Summary – General Fund

General Fund - FY23 Cumulative Annual Sales Tax Revenues Through Different Lenses



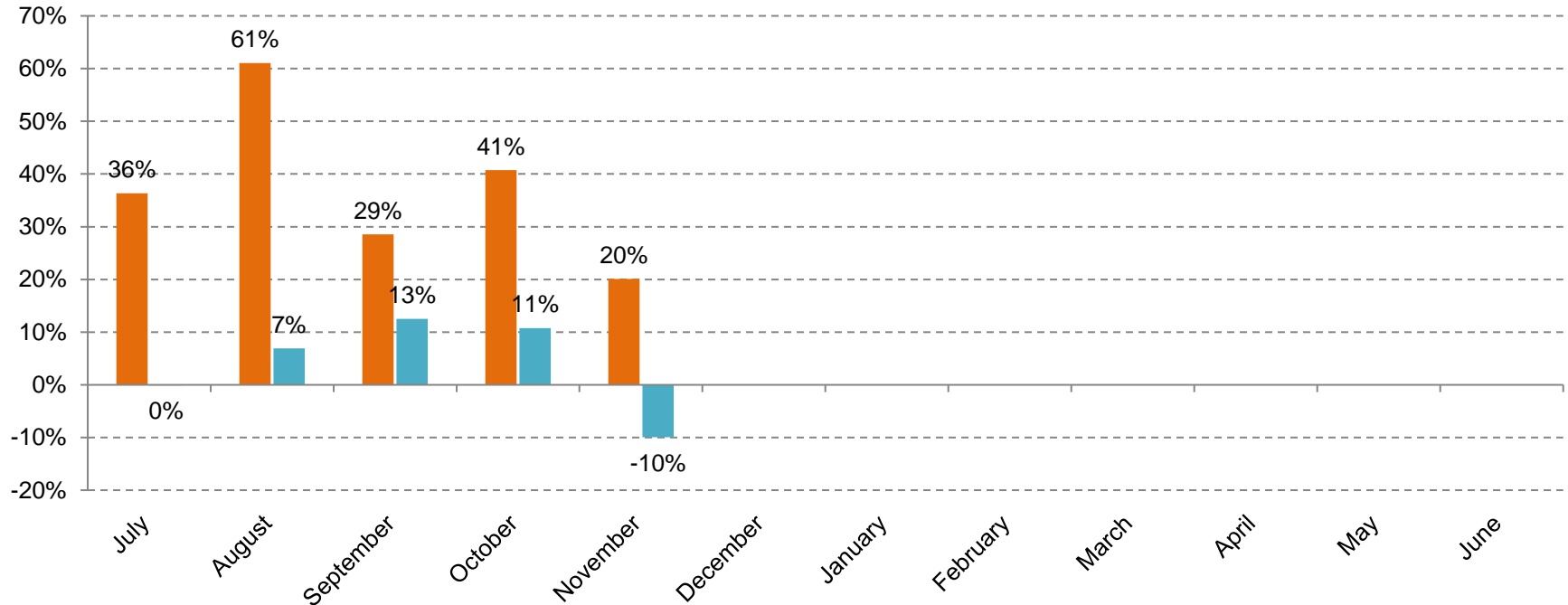
Sales Tax Summary – General Fund

General Fund

FY23 Sales Tax % Change from Previous Fiscal Years

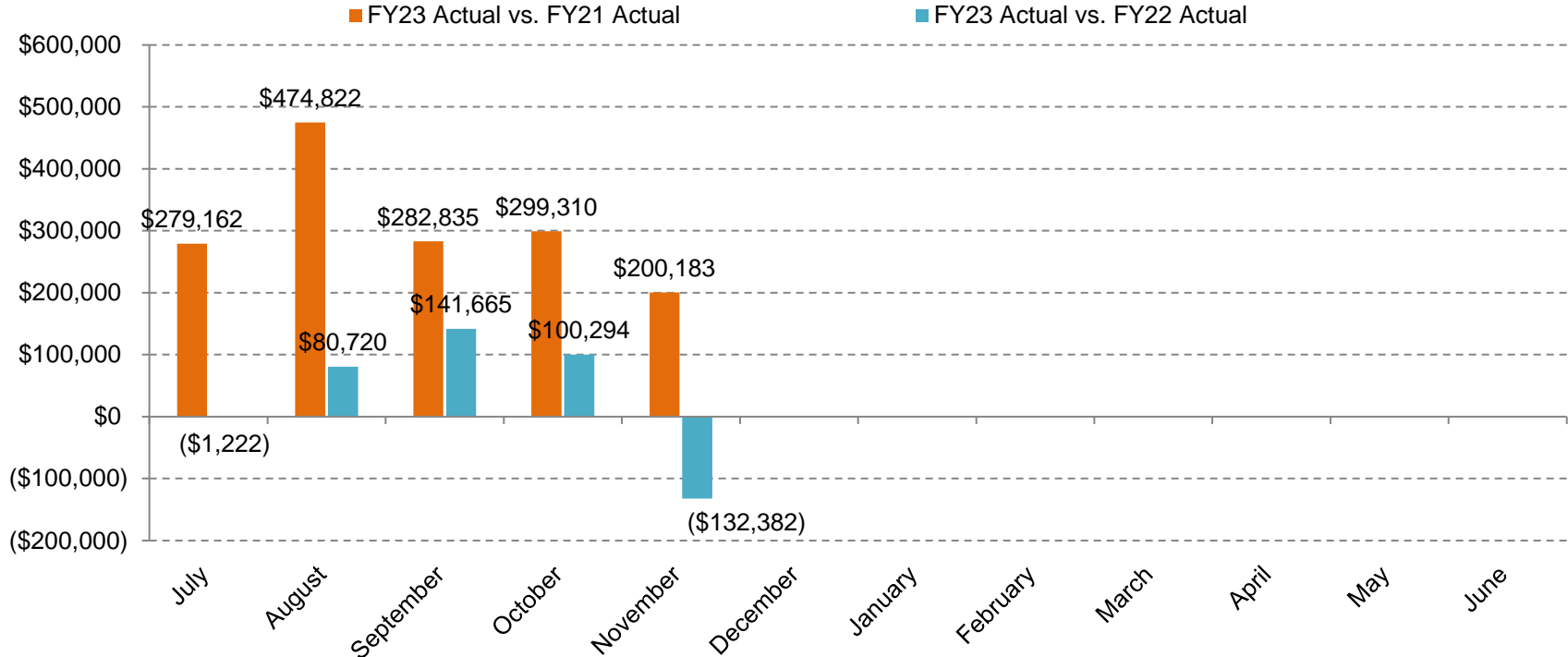
■ FY23 Actual vs. FY21 Actual

■ FY23 Actual vs. FY22 Actual



Sales Tax Summary – General Fund

General Fund FY23 \$ Change from Previous Fiscal Years





Capital Fund

PARK CITY

1884

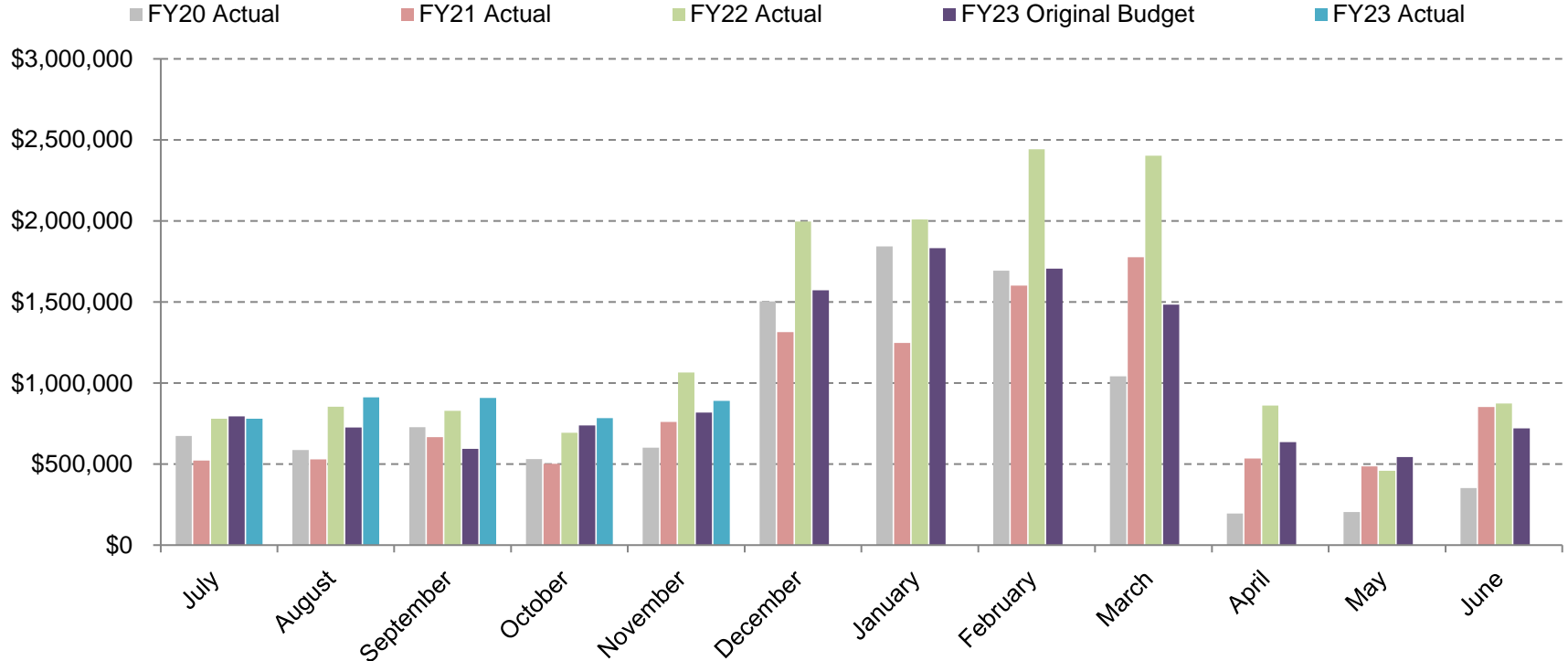
64

Sales Tax Summary – Capital Fund

Capital Fund - Sales Tax Summary - Monthly					
Month	FY20 Actual	FY21 Actual	FY22 Actual	FY23 Original Budget	FY23 Actual
July	\$673,802	\$522,650	\$780,132	\$795,020	\$780,699
August	\$587,509	\$529,137	\$854,877	\$725,140	\$912,107
September	\$727,801	\$666,174	\$828,758	\$593,892	\$908,236
October	\$531,195	\$502,670	\$693,809	\$738,293	\$783,041
November	\$601,730	\$760,386	\$1,064,856	\$817,735	\$889,591
December	\$1,502,704	\$1,313,631	\$1,995,653	\$1,571,318	
January	\$1,843,593	\$1,246,723	\$2,008,220	\$1,832,762	
February	\$1,693,746	\$1,601,025	\$2,442,328	\$1,704,852	
March	\$1,041,321	\$1,775,065	\$2,402,513	\$1,483,774	
April	\$195,138	\$535,486	\$861,517	\$635,820	
May	\$204,162	\$485,197	\$458,703	\$543,467	
June	\$352,198	\$852,122	\$874,417	\$720,622	
Total	\$9,954,898	\$10,790,265	\$15,265,782	\$12,162,696	

Sales Tax Summary – Capital Fund

Capital Fund Historical Sales Tax Revenues & Budgets Over Time by Month

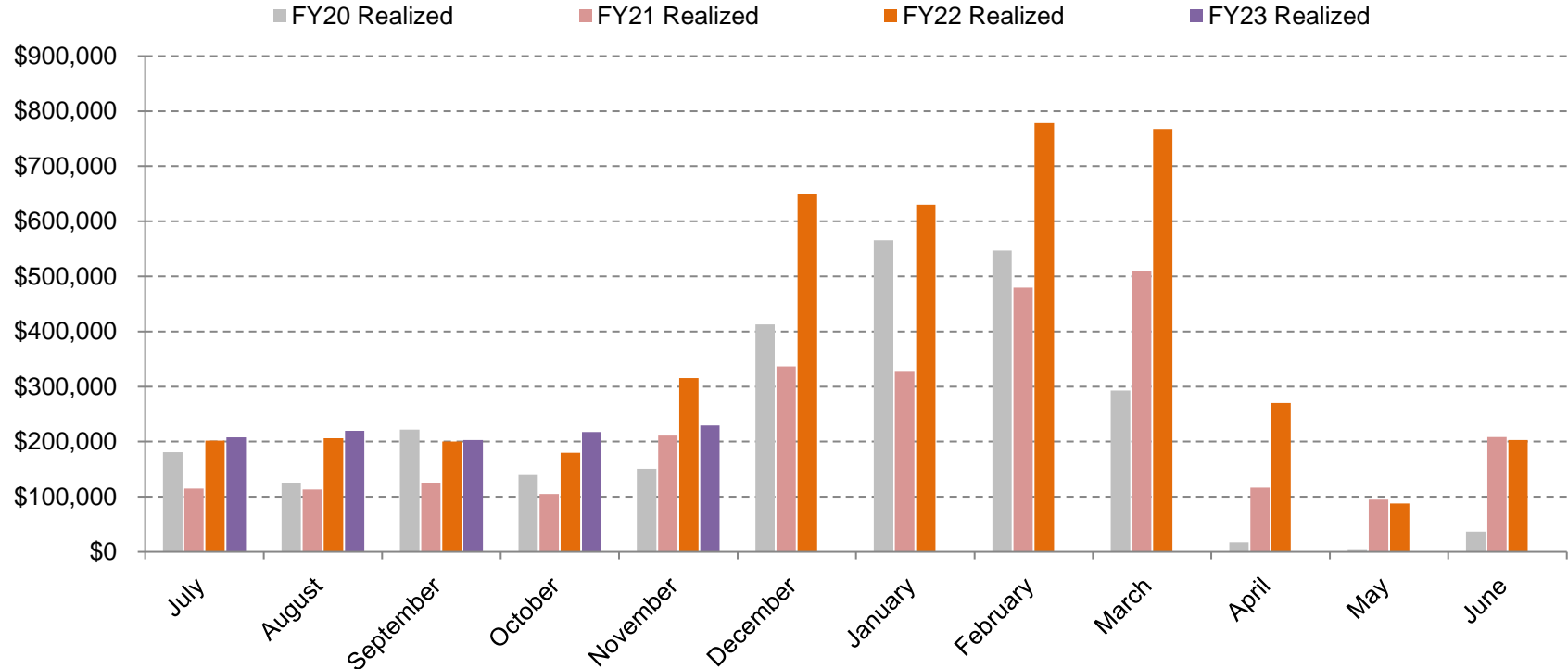


Sales Tax Summary – Transient Room Tax

Transient Room Tax						
Monthly	FY20 Realized	FY21 Realized	FY22 Realized	FY23 Realized	FY23 vs. FY22, \$ Variance	FY23 vs. FY22, % Variance
July	\$180,669	\$114,918	\$201,780	\$207,936	\$6,156	3%
August	\$125,677	\$112,872	\$206,192	\$219,874	\$13,681	7%
September	\$221,639	\$125,348	\$200,321	\$203,178	\$2,857	1%
October	\$139,424	\$104,921	\$179,897	\$217,406	\$37,508	21%
November	\$150,563	\$210,795	\$315,172	\$229,493	(\$85,679)	-27%
December	\$412,832	\$336,374	\$650,240			
January	\$565,442	\$328,467	\$630,062			
February	\$546,738	\$479,315	\$778,153			
March	\$292,669	\$509,063	\$767,199			
April	\$17,479	\$116,391	\$270,230			
May	\$3,114	\$94,854	\$87,896			
June	\$36,423	\$208,432	\$203,021			
Total	\$2,692,669	\$2,741,751	\$4,490,163			

Sales Tax Summary – Transient Room Tax

Transient Room Tax Historical Revenues Over Time by Month

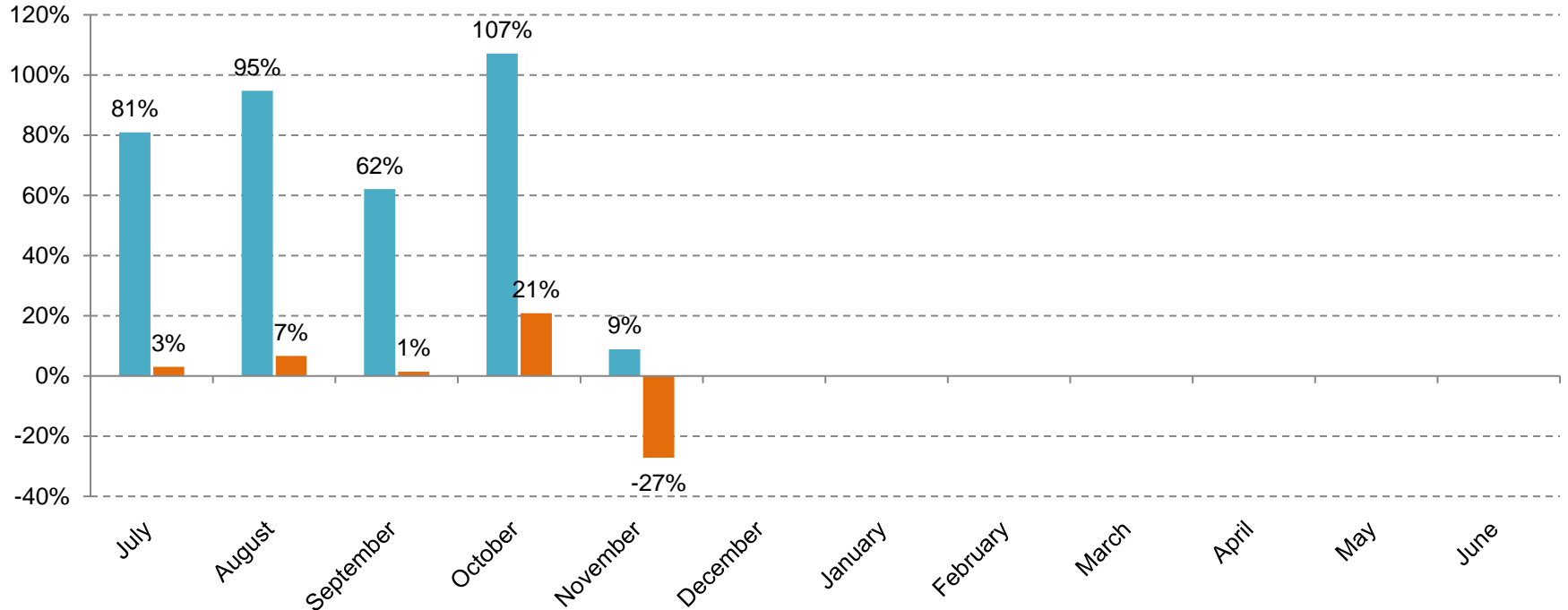


Sales Tax Summary – Transient Room Tax

Transient Room Tax % Change from Previous Fiscal Years

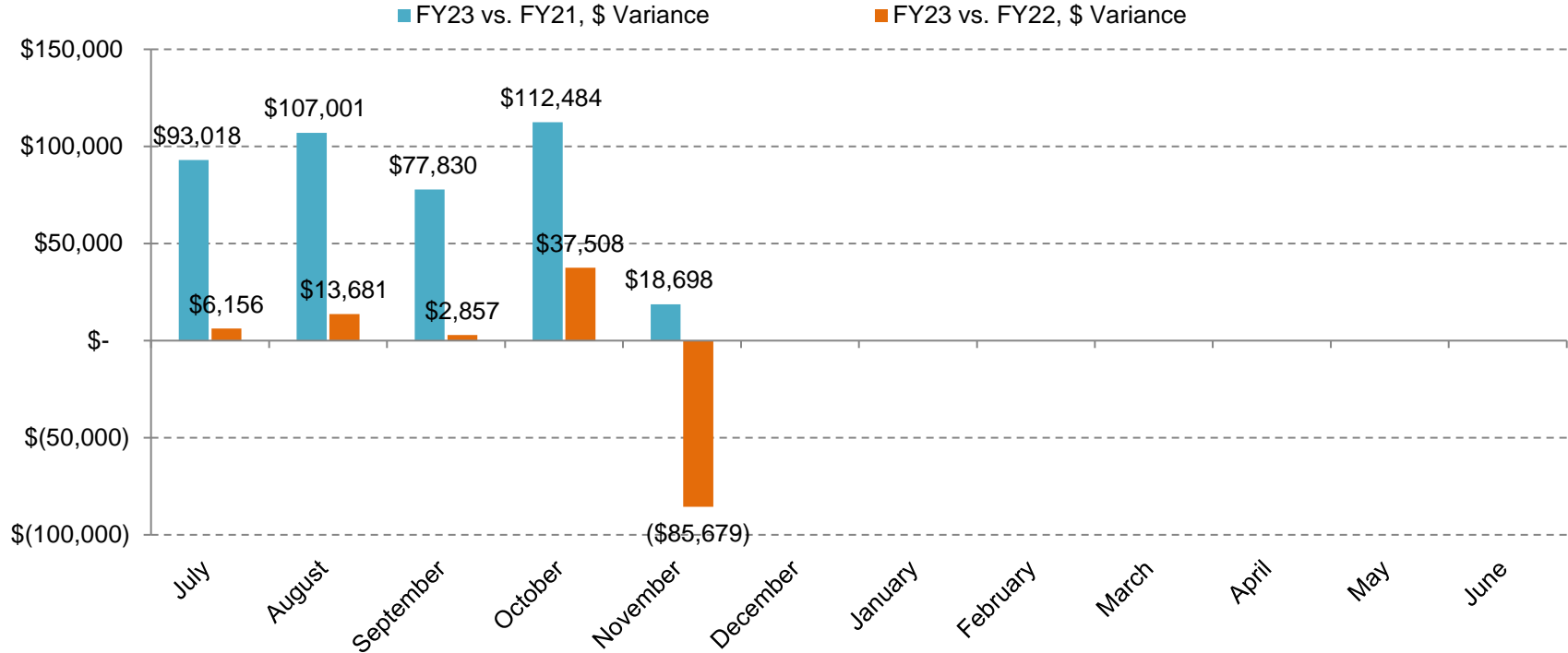
FY23 vs. FY21, % Variance

FY23 vs. FY22, % Variance



Sales Tax Summary – Transient Room Tax

Transient Room Tax \$ Change from Previous Fiscal Years





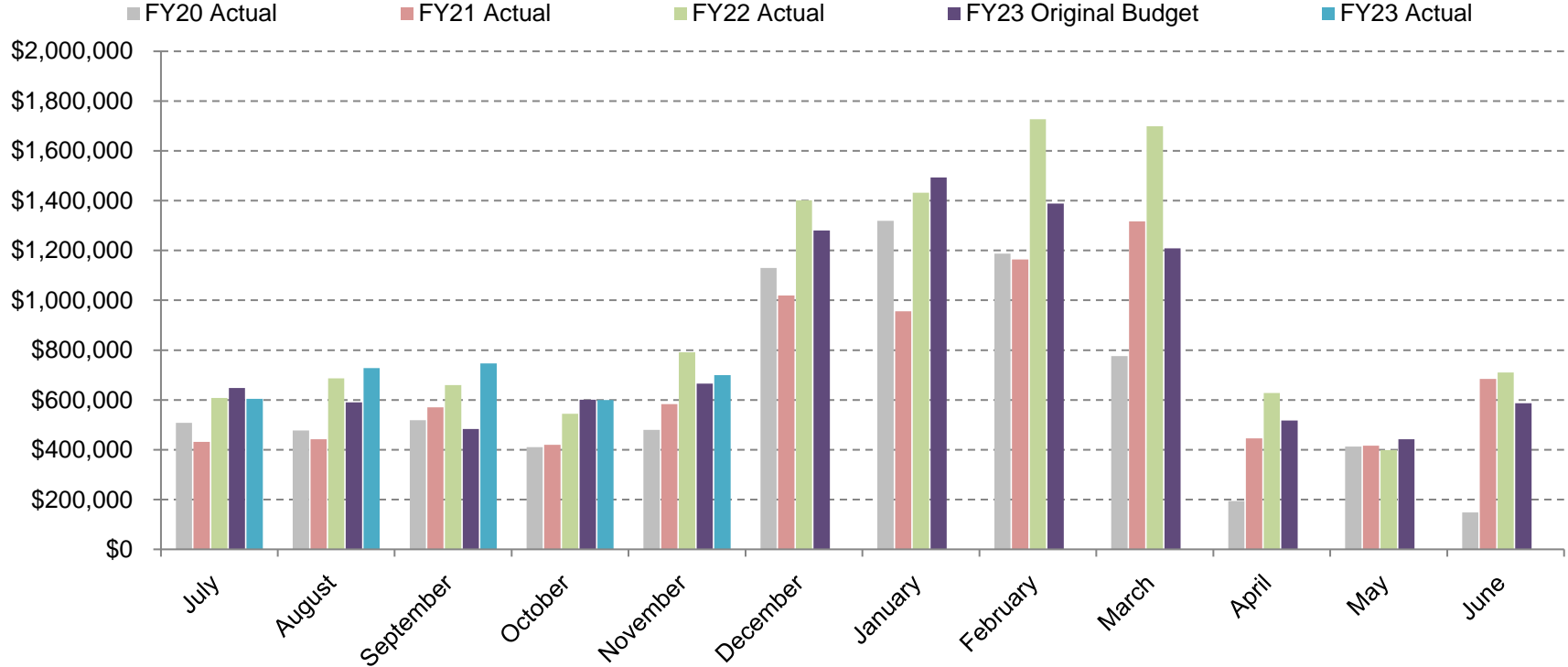
Transportation Fund

Sales Tax Summary – Transportation Fund

Transportation Fund - Sales Tax Summary - Monthly					
Month	FY20 Actual	FY21 Actual	FY22 Actual	FY23 Original Budget	FY23 Actual
July	\$507,735	\$431,048	\$608,068	\$647,455	\$603,893
August	\$476,867	\$441,580	\$686,058	\$590,545	\$727,289
September	\$517,995	\$570,321	\$659,950	\$483,658	\$746,659
October	\$409,895	\$419,670	\$544,337	\$601,257	\$599,108
November	\$480,163	\$583,067	\$790,856	\$665,954	\$699,150
December	\$1,129,662	\$1,019,746	\$1,401,122	\$1,279,662	
January	\$1,319,546	\$955,215	\$1,431,732	\$1,492,579	
February	\$1,187,380	\$1,164,026	\$1,726,996	\$1,388,410	
March	\$775,863	\$1,316,569	\$1,698,476	\$1,208,368	
April	\$194,288	\$446,180	\$627,698	\$517,804	
May	\$412,635	\$416,661	\$398,841	\$442,593	
June	\$148,275	\$684,361	\$710,502	\$586,866	
Total	\$7,560,305	\$8,448,444	\$11,284,636	\$9,905,150	

Sales Tax Summary – Transportation Fund

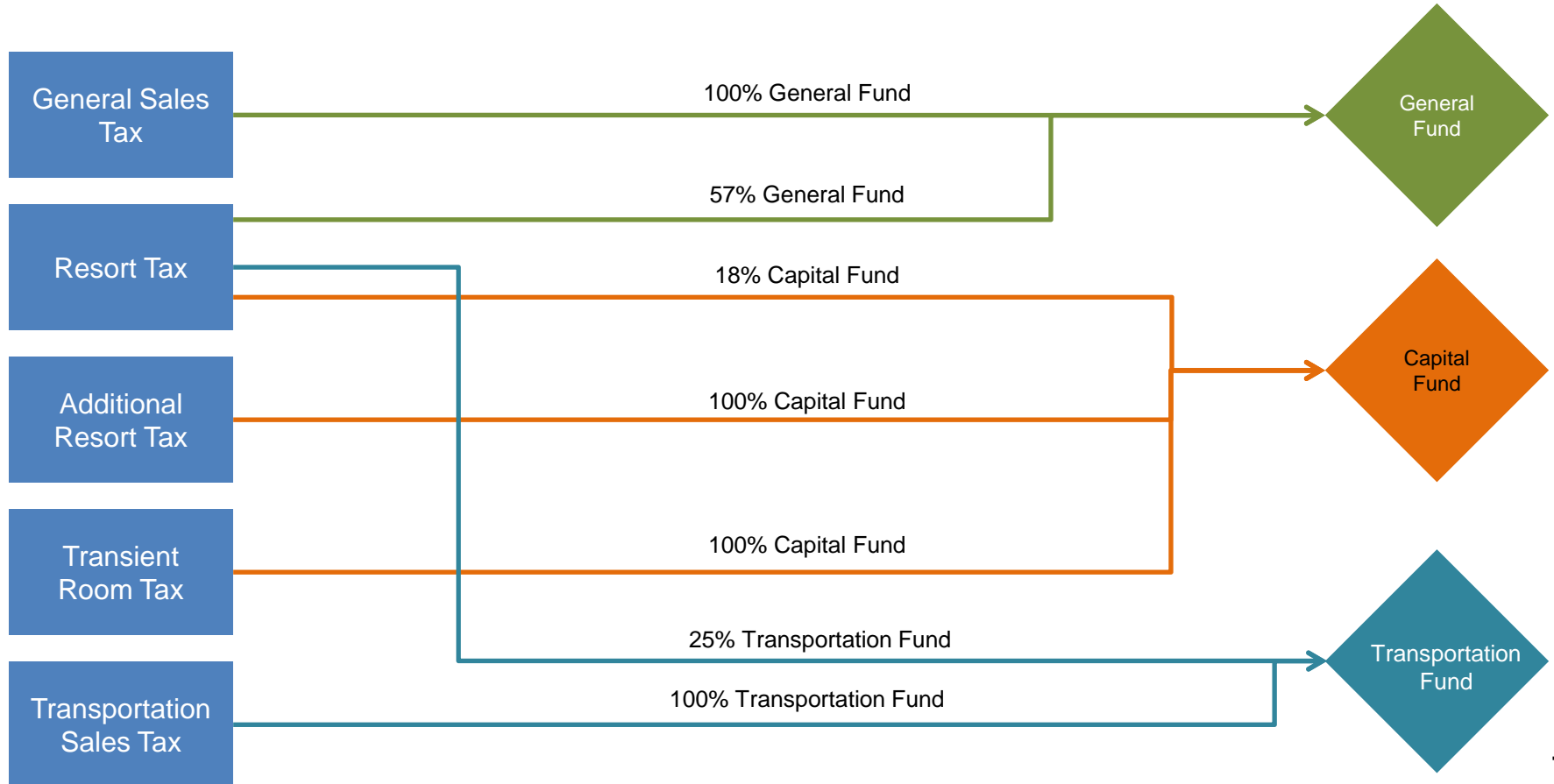
Transportation Fund Historical Sales Tax Revenues & Budgets Over Time by Month





Appendix

Where Do Our Sales Taxes Go?



YTD Revenue - Dec 2022	YTD Actuals FY 2021	YTD Actuals FY 2022	YTD Actuals FY 2023	YTD Monthly Budget Estimate	Variance YTD Actual vs YTD Monthly Estimate \$	Variance YTD Actual vs YTD Monthly Estimate %	Original Budget FY 2023
- 011 GENERAL FUND							
Property Taxes	10,439,436	8,045,285	7,276,066	9,912,457	-2,636,391	-27%	12,938,775
Sales Tax	3,773,457	4,960,271	5,328,386	5,208,482	119,905	2%	16,433,542
Franchise Tax	901,703	871,145	927,440	929,268	-1,827	0%	3,297,706
Licenses	255,326	276,002	304,462	396,193	-91,731	-23%	500,088
Planning Building & Engineering Fees	1,684,672	2,352,077	2,883,870	2,199,761	684,108	31%	3,914,520
Special Event Fees	8,081	60,425	59,420	37,984	21,436	56%	101,319
Federal Revenue		5,875	11,750	3,535	8,215	232%	48,362
State Revenue	56,079	70,614	69,633	60,930	8,702	14%	68,086
County/SP District Revenue	10,000		15,000	16,630	-1,630	-10%	21,827
Cemetery Charges for Services	8,809	11,830	15,978	38,221	-22,244	-58%	70,098
Recreation	945,210	1,197,230	1,198,388	1,073,112	125,276	12%	2,359,858
Other Service Revenue	19,322	21,119	28,631	24,113	4,518	19%	56,768
Library Fees	7,277	9,493	7,227	7,998	-770	-10%	13,691
Misc. Revenues	185,855	136,268	259,832	59,008	200,823	340%	205,733
Interfund Transactions (Admin)	1,004,922	1,117,650	1,330,002	1,330,003	-1	0%	3,375,002
Special Revenues & Resources	3,201,555	528,248	531,779	649,098	-117,319	-18%	790,529
Total 011 GENERAL FUND	22,501,705	19,661,940	20,247,864	21,946,792	-1,698,928	-8%	44,195,904
- 012 QUINNS RECREATION COMPLEX							
Recreation	409	1,318	6,777	3,256	3,521	108%	5,218
Ice	248,365	323,254	428,993	488,107	-59,114	-12%	955,233
Misc. Revenues	86	370	-12	1,316	-1,328	-101%	1,316
Total 012 QUINNS RECREATION COMPLEX	248,860	324,942	435,758	492,679	-56,921	-12%	961,767
- 022 DRUG CONFISCATIONS							
State Revenue		2,356	750		750		
Total 022 DRUG CONFISCATIONS		2,356	750		750		
- 023 LOWER PARK AVE RDA SPECIAL REVENUE FUND							
Property Taxes	3,370,920	3,150,916	3,644,862	3,882,885	-238,023	-6%	4,252,000
Total 023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	3,370,920	3,150,916	3,644,862	3,882,885	-238,023	-6%	4,252,000
- 024 MAIN STREET RDA SPECIAL REVENUE FUND							
Property Taxes	1,179,698	1,037,916	1,371	1,062,967	-1,061,597	-100%	1,276,319
Total 024 MAIN STREET RDA SPECIAL REVENUE FUND	1,179,698	1,037,916	1,371	1,062,967	-1,061,597	-100%	1,276,319
- 031 CAPITAL IMPROVEMENT FUND							
Property Taxes	794,793						
Sales Tax	1,718,871	2,483,968	2,664,158	1,898,817	765,341	40%	12,812,034
Planning Building & Engineering Fees	177,993	216,168	413,670	253,000	160,670	64%	419,695
Federal Revenue				29,478	-29,478	-100%	29,478
State Revenue	164,655	253,313	157,211	145,919	11,292	8%	375,029
County/SP District Revenue	380,713	702,388	35,000	121,184	-86,184	-71%	463,116
Misc. Revenues	1,647,624	77,088	34,894	64,107	-29,214	-46%	893,355

YTD Revenue - Dec 2022	YTD Actuals FY 2021	YTD Actuals FY 2022	YTD Actuals FY 2023	YTD Monthly Budget Estimate	Variance YTD Actual vs YTD Monthly Estimate \$	Variance YTD Actual vs YTD Monthly Estimate %	Original Budget FY 2023
Special Revenues & Resources	218,207	244,950	227,262	105,817	121,446	115%	396,901
Bond Proceeds				1,500,000	-1,500,000	-100%	3,000,000
Total 031 CAPITAL IMPROVEMENT FUND	5,102,857	3,977,875	3,532,194	4,118,321	-586,127	-14%	18,389,608
- 033 REDEVELOPMENT AGENCY-LOWER PRK							
Misc. Revenues	268,166						
Interfund Transactions (CIP/Debt)	1,546,266	1,546,266	1,546,266	1,378,595	167,671	12%	3,092,532
Total 033 REDEVELOPMENT AGENCY-LOWER PR	1,814,432	1,546,266	1,546,266	1,378,595	167,671	12%	3,092,532
- 034 REDEVELOPMENT AGENCY-MAIN ST							
Interfund Transactions (CIP/Debt)	349,998	349,998	349,998	307,255	42,743	14%	700,000
Total 034 REDEVELOPMENT AGENCY-MAIN ST	349,998	349,998	349,998	307,255	42,743	14%	700,000
- 038 EQUIPMENT REPLACEMENT CIP							
Misc. Revenues	10,165		8,360		8,360		
Interfund Transactions (CIP/Debt)	657,798	792,798	792,798	775,111	17,687	2%	1,585,600
Total 038 EQUIPMENT REPLACEMENT CIP	667,963	792,798	801,158	775,111	26,047	3%	1,585,600
- 051 WATER FUND							
Planning Building & Engineering Fees	720,069	845,156	526,987	753,831	-226,844	-30%	1,219,456
Federal Revenue				234,981	-234,981	-100%	469,962
Water Charges for Services	11,040,138	10,018,403	10,436,829	10,687,330	-250,502	-2%	20,392,268
Misc. Revenues	144,558	43,714	364,749	82,665	282,084	341%	209,092
Bond Proceeds				18,794,748	-18,794,748	-100%	37,589,496
Total 051 WATER FUND	11,904,766	10,907,273	11,328,565	30,553,556	-19,224,991	-63%	59,880,274
- 052 STORM WATER FUND							
Water Charges for Services	487,176	728,717	736,694	816,670	-79,976	-10%	2,000,000
Total 052 STORM WATER FUND	487,176	728,717	736,694	816,670	-79,976	-10%	2,000,000
- 055 GOLF COURSE FUND							
Recreation	1,296,367	1,285,902	1,350,980	950,892	400,087	42%	1,365,189
Misc. Revenues	5,346	5,014	5,019	27,873	-22,854	-82%	38,959
Interfund Transactions (CIP/Debt)	12,498	12,498	12,498	12,498	0	0%	25,000
Total 055 GOLF COURSE FUND	1,314,211	1,303,414	1,368,497	991,263	377,234	38%	1,429,148
- 057 TRANSPORTATION & PARKING FUND							
Sales Tax	1,862,619	2,495,405	3,411,849	2,080,013	1,331,836	64%	12,096,227
Licenses	877,085	858,845	913,824	934,823	-20,999	-2%	981,896
Federal Revenue	4,811,261	5,659,321	3,396,636	7,888,739	-4,492,103	-57%	21,713,819
County/SP District Revenue			31,920		31,920		
Transit Charges for Services	1,387,635	6,183		53,768	-53,768	-100%	83,243
Misc. Revenues	94,933	40,266	26,650	44,652	-18,002	-40%	287,265
Special Revenues & Resources	241,971	190,273	143,473	64,136	79,338	124%	289,087
Total 057 TRANSPORTATION & PARKING FUND	9,275,504	9,250,292	7,924,352	11,066,130	-3,141,777	-28%	35,451,537
- 058 PARKING FUND							
Special Event Fees			14,787		14,787		

YTD Revenue - Dec 2022	YTD Actuals FY 2021	YTD Actuals FY 2022	YTD Actuals FY 2023	YTD Monthly Budget Estimate	Variance YTD Actual vs YTD Monthly Estimate \$	Variance YTD Actual vs YTD Monthly Estimate %	Original Budget FY 2023
Fines & Forfeitures	119,463	1,181,048	1,486,215	434,902	1,051,313	242%	2,603,364
Misc. Revenues			-3		-3		
Total 058 PARKING FUND	119,463	1,181,048	1,500,999	434,902	1,066,097	245%	2,603,364
- 062 FLEET SERVICES FUND							
Interfund Transactions (Admin)	1,362,498	1,179,700	1,372,710	1,355,735	16,975	1%	2,745,400
Total 062 FLEET SERVICES FUND	1,362,498	1,179,700	1,372,710	1,355,735	16,975	1%	2,745,400
- 064 SELF INSURANCE FUND							
Misc. Revenues	137,502	137,502	176,061	165,950	10,111	6%	350,000
Interfund Transactions (Admin)	699,522	791,730	846,990	846,790	200	0%	1,693,993
Total 064 SELF INSURANCE FUND	837,024	929,232	1,023,051	1,012,741	10,310	1%	2,043,993
- 070 SALES TAX REV BOND - DEBT SVS FUND							
Misc. Revenues	85,900	46,609	316,024		316,024		
Interfund Transactions (Admin)	11,250				0		
Interfund Transactions (CIP/Debt)	3,704,964	3,481,110	3,484,398	3,050,703	433,695	14%	6,968,791
Total 070 SALES TAX REV BOND - DEBT SVS FUND	3,802,114	3,527,719	3,800,422	3,050,703	749,719	25%	6,968,791
- 071 DEBT SERVICE FUND							
Property Taxes	9,506,281	9,509,688	9,509,688	9,510,090	-402	0%	9,509,688
Misc. Revenues	262	109	1,196	19,648	-18,452	-94%	39,366
Total 071 DEBT SERVICE FUND	9,506,543	9,509,797	9,510,884	9,529,738	-18,854	0%	9,549,054
- Grand Total							
TOTAL	\$ 73,856,032	\$ 69,362,198	\$ 69,126,393	\$ 92,776,043	\$ (23,649,649)	-25%	\$ 197,125,291
Total Without Debt Service and Bond Transactions	\$ 60,547,375	\$ 56,324,682	\$ 55,815,088	\$ 59,900,854	\$ (4,085,766)	-7%	\$ 197,125,291

YTD Expenses - Dec 2022	YTD Actuals FY 2021	YTD Actuals FY 2022	YTD Actuals FY 2023	YTD Monthly Budget Estimate	Variance YTD Actual vs YTD Monthly Estimate \$	Variance YTD Actual vs YTD Monthly Estimate %	Original Budget FY 2023
- 011 GENERAL FUND							
PERSONNEL SERVICES	\$ 10,591,560	\$ 11,821,143	\$ 13,984,260	\$ 15,164,925	\$ (1,180,665)	-8%	\$ 31,142,035
MATERIALS, SUPPLIES AND SERVICES	\$ 361,143	\$ 515,493	\$ 668,606	\$ 688,521	\$ (19,915)	-3%	\$ 1,377,041
UTILITIES	\$ 257,490	\$ 250,045	\$ 307,616	\$ 810,927	\$ (503,311)	-62%	\$ 1,621,854
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	\$ 1,495,023	\$ 1,754,689	\$ 1,859,358	\$ 2,728,300	\$ (868,942)	-32%	\$ 5,456,600
PARTS/MAINTENANCE SUPPLIES	\$ 356,152	\$ 534,994	\$ 618,475	\$ 814,477	\$ (196,002)	-24%	\$ 1,628,953
SPECIAL SERV CONTRACT/MISC CHARGES	\$ 2,509,775	\$ 296,123	\$ 424,910	\$ 793,314	\$ (368,405)	-46%	\$ 1,586,629
CAPITAL OUTLAY	\$ 123,282	\$ 105,005	\$ 195,752	\$ 363,345	\$ (167,593)	-46%	\$ 726,689
INTERFUND TRANSFER	\$ 1,417,026	\$ 1,542,390	\$ 1,719,894	\$ 1,719,890	\$ 4	0%	\$ 3,439,780
Total 011 GENERAL FUND	\$ 17,111,451	\$ 16,819,882	\$ 19,778,870	\$ 23,083,699	\$ (3,304,828)	-14%	\$ 46,979,582
- 012 QUINNS RECREATION COMPLEX							
PERSONNEL SERVICES	\$ 380,167	\$ 456,936	\$ 491,827	\$ 556,490	\$ (64,663)	-12%	\$ 1,142,784
MATERIALS, SUPPLIES AND SERVICES	\$ 16,280	\$ 19,090	\$ 38,429	\$ 35,710	\$ 2,719	8%	\$ 71,420
UTILITIES	\$ 40,642	\$ 52,804	\$ 61,206	\$ 78,590	\$ (17,383)	-22%	\$ 157,179
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	\$ 26,383	\$ 30,255	\$ 42,314	\$ 52,205	\$ (9,891)	-19%	\$ 104,410
PARTS/MAINTENANCE SUPPLIES	\$ 20,151	\$ 20,396	\$ 23,196	\$ 26,010	\$ (2,814)	-11%	\$ 52,020
SPECIAL SERV CONTRACT/MISC CHARGES	\$ 10,678	\$ 8,323	\$ 10,723	\$ 10,500	\$ 223	2%	\$ 21,000
CAPITAL OUTLAY				\$ 500	\$ (500)	-100%	\$ 1,000
Total 012 QUINNS RECREATION COMPLEX	\$ 494,302	\$ 587,805	\$ 667,695	\$ 760,005	\$ (92,309)	-12%	\$ 1,549,813
- 022 DRUG CONFISCATIONS							
CAPITAL OUTLAY		\$ 2,356	\$ 750		\$ 750		
Total 022 DRUG CONFISCATIONS		\$ 2,356	\$ 750		\$ 750		
- 023 LOWER PARK AVE RDA SPECIAL REVENUE FUND							
PERSONNEL SERVICES	\$ 4,230				\$ -		
MATERIALS, SUPPLIES AND SERVICES	\$ 12,411			\$ 5,000	\$ (5,000)	-100%	\$ 10,000
UTILITIES	\$ 1,147	\$ 751	\$ 1,184	\$ 17,312	\$ (16,128)	-93%	\$ 34,623
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	\$ (2,005)	\$ 180	\$ 11,400	\$ 35,000	\$ (23,600)	-67%	\$ 70,000
SPECIAL SERV CONTRACT/MISC CHARGES				\$ 284,000	\$ (284,000)	-100%	\$ 568,000
INTERFUND TRANSFER	\$ 1,546,266	\$ 1,546,266	\$ 1,546,266	\$ 1,546,266	\$ -	0%	\$ 3,092,532
Total 023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	\$ 1,562,049	\$ 1,547,197	\$ 1,558,850	\$ 1,887,578	\$ (328,728)	-17%	\$ 3,775,155
- 024 MAIN STREET RDA SPECIAL REVENUE FUND							
CONTRACT SVCS/CONSULTING/SOFTWARE LIC			\$ 6,830	\$ 25,000	\$ (18,170)	-73%	\$ 50,000
SPECIAL SERV CONTRACT/MISC CHARGES				\$ 202,500	\$ (202,500)	-100%	\$ 405,000
INTERFUND TRANSFER	\$ 349,998	\$ 349,998	\$ 349,998	\$ 350,000	\$ (2)	0%	\$ 700,000
Total 024 MAIN STREET RDA SPECIAL REVENUE FUND	\$ 349,998	\$ 349,998	\$ 356,828	\$ 577,500	\$ (220,672)	-38%	\$ 1,155,000
- 031 CAPITAL IMPROVEMENT FUND							
PERSONNEL SERVICES	\$ 20,048	\$ 10,286	\$ 10,067		\$ 10,067		
CAPITAL OUTLAY	\$ 3,931,810	\$ 2,661,942	\$ 4,462,757	\$ 10,250,356	\$ (5,787,599)	-56%	\$ 20,500,712
INTERFUND TRANSFER	\$ 1,790,160	\$ 2,087,316	\$ 2,088,540	\$ 2,088,538	\$ 2	0%	\$ 4,177,076
Total 031 CAPITAL IMPROVEMENT FUND	\$ 5,742,019	\$ 4,759,544	\$ 6,561,365	\$ 12,338,894	\$ (5,777,529)	-47%	\$ 24,677,788
- 033 REDEVELOPMENT AGENCY-LOWER PRK							
PERSONNEL SERVICES	\$ 187				\$ -		
CAPITAL OUTLAY	\$ 196,579	\$ 18,000	\$ 23,853	\$ 147,500	\$ (123,647)	-84%	\$ 295,000
INTERFUND TRANSFER	\$ 1,391,418	\$ 1,393,794	\$ 1,395,858	\$ 1,395,858	\$ 1	0%	\$ 2,791,715
Total 033 REDEVELOPMENT AGENCY-LOWER PRK	\$ 1,588,184	\$ 1,411,794	\$ 1,419,711	\$ 1,543,358	\$ (123,647)	-8%	\$ 3,086,715

YTD Expenses - Dec 2022	YTD Actuals FY 2021	YTD Actuals FY 2022	YTD Actuals FY 2023	YTD Monthly Budget Estimate	Variance YTD Actual vs YTD Monthly Estimate \$	Variance YTD Actual vs YTD Monthly Estimate %	Original Budget FY 2023
- 034 REDEVELOPMENT AGENCY-MAIN ST							
INTERFUND TRANSFER	\$ 523,386				\$ -		
Total 034 REDEVELOPMENT AGENCY-MAIN ST	\$ 523,386				\$ -		
- 038 EQUIPMENT REPLACEMENT CIP							
CAPITAL OUTLAY	\$ 158,891	\$ 425,129	\$ 1,134,390	\$ 925,531	\$ 208,859	23%	\$ 1,851,062
Total 038 EQUIPMENT REPLACEMENT CIP	\$ 158,891	\$ 425,129	\$ 1,134,390	\$ 925,531	\$ 208,859	23%	\$ 1,851,062
- 051 WATER FUND							
PERSONNEL SERVICES	\$ 1,473,144	\$ 1,684,266	\$ 1,941,528	\$ 2,185,009	\$ (243,482)	-11%	\$ 4,487,041
MATERIALS, SUPPLIES AND SERVICES	\$ 215,478	\$ 182,800	\$ 329,654	\$ 244,506	\$ 85,148	35%	\$ 489,011
UTILITIES	\$ 336,859	\$ 226,766	\$ 266,773	\$ 688,843	\$ (422,070)	-61%	\$ 1,377,686
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	\$ 638,090	\$ 1,219,914	\$ 873,437	\$ 921,070	\$ (47,633)	-5%	\$ 1,842,140
PARTS/MAINTENANCE SUPPLIES	\$ 457,760	\$ 510,578	\$ 618,792	\$ 700,525	\$ (81,733)	-12%	\$ 1,401,050
SPECIAL SERV CONTRACT/MISC CHARGES	\$ 64,630	\$ 87,433	\$ 94,638	\$ 61,000	\$ 33,638	55%	\$ 122,000
CAPITAL OUTLAY	\$ 16,342,504	\$ 19,608,885	\$ 12,200,977	\$ 16,092,981	\$ (3,892,004)	-24%	\$ 32,185,962
DEBT SERVICE	\$ 3,697,939	\$ 3,809,901	\$ 7,129,418	\$ 2,788,710	\$ 4,340,708	156%	\$ 5,577,420
INTERFUND TRANSFER	\$ 529,038	\$ 546,216	\$ 671,124	\$ 1,028,621	\$ (357,497)	-35%	\$ 2,057,241
Total 051 WATER FUND	\$ 23,755,443	\$ 27,876,758	\$ 24,126,341	\$ 24,711,264	\$ (584,923)	-2%	\$ 49,539,551
- 052 STORM WATER FUND							
PERSONNEL SERVICES	\$ 306,240	\$ 341,286	\$ 461,723	\$ 347,710	\$ 114,012	33%	\$ 714,043
MATERIALS, SUPPLIES AND SERVICES	\$ 11,186	\$ 8,894	\$ 9,751	\$ 31,500	\$ (21,749)	-69%	\$ 63,000
UTILITIES	\$ 18,277	\$ 12,717	\$ 15,536	\$ 28,173	\$ (12,636)	-45%	\$ 56,345
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	\$ 47,794	\$ 23,419	\$ 22,266	\$ 74,813	\$ (52,547)	-70%	\$ 149,625
PARTS/MAINTENANCE SUPPLIES	\$ 12,098	\$ 9,912	\$ 7,315	\$ 20,703	\$ (13,388)	-65%	\$ 41,406
CAPITAL OUTLAY	\$ 40,669	\$ 30,440		\$ 185,750	\$ (185,750)	-100%	\$ 371,500
INTERFUND TRANSFER	\$ 63,714	\$ 67,728	\$ 78,690	\$ 78,689	\$ 2	0%	\$ 157,377
Total 052 STORM WATER FUND	\$ 499,977	\$ 494,395	\$ 595,280	\$ 767,337	\$ (172,057)	-22%	\$ 1,553,296
- 055 GOLF COURSE FUND							
PERSONNEL SERVICES	\$ 433,189	\$ 462,341	\$ 469,505	\$ 493,598	\$ (24,093)	-5%	\$ 1,013,633
MATERIALS, SUPPLIES AND SERVICES	\$ 37,791	\$ 29,139	\$ 25,765	\$ 34,600	\$ (8,835)	-26%	\$ 69,200
UTILITIES	\$ 41,557	\$ 63,884	\$ 45,929	\$ 72,917	\$ (26,988)	-37%	\$ 145,834
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	\$ 33,684	\$ 46,362	\$ 36,408	\$ 47,288	\$ (10,879)	-23%	\$ 94,575
PARTS/MAINTENANCE SUPPLIES	\$ 124,077	\$ 317,014	\$ 157,873	\$ 149,900	\$ 7,973	5%	\$ 299,800
SPECIAL SERV CONTRACT/MISC CHARGES	\$ 31,201	\$ 33,061	\$ 33,755	\$ 21,750	\$ 12,005	55%	\$ 43,500
CAPITAL OUTLAY	\$ 45,757	\$ 13,985	\$ 3,155	\$ 57,283	\$ (54,127)	-94%	\$ 114,565
INTERFUND TRANSFER	\$ 67,452	\$ 71,190	\$ 84,048	\$ 84,051	\$ (3)	0%	\$ 168,102
Total 055 GOLF COURSE FUND	\$ 814,708	\$ 1,036,977	\$ 856,439	\$ 961,386	\$ (104,947)	-11%	\$ 1,949,208
- 057 TRANSPORTATION & PARKING FUND							
PERSONNEL SERVICES	\$ 3,550,064	\$ 3,289,769	\$ 4,180,508	\$ 4,603,376	\$ (422,869)	-9%	\$ 9,453,294
MATERIALS, SUPPLIES AND SERVICES	\$ 133,212	\$ 75,457	\$ 90,006	\$ 154,961	\$ (64,955)	-42%	\$ 309,922
UTILITIES	\$ 121,150	\$ 105,570	\$ 125,107	\$ 214,918	\$ (89,811)	-42%	\$ 429,836
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	\$ 331,015	\$ 241,594	\$ 196,493	\$ 876,908	\$ (680,415)	-78%	\$ 1,753,816
PARTS/MAINTENANCE SUPPLIES	\$ 13,396	\$ 17,305	\$ 15,565	\$ 17,500	\$ (1,935)	-11%	\$ 35,000
SPECIAL SERV CONTRACT/MISC CHARGES	\$ 14,898	\$ 18,900	\$ 27,491	\$ 8,250	\$ 19,241	233%	\$ 16,500
CAPITAL OUTLAY	\$ (1,263,988)	\$ 569,328	\$ 226,216	\$ 9,011,225	\$ (8,785,008)	-97%	\$ 18,022,449
INTERFUND TRANSFER	\$ 1,667,256	\$ 1,653,252	\$ 1,796,370	\$ 1,796,372	\$ (2)	0%	\$ 3,592,743

YTD Expenses - Dec 2022	YTD Actuals FY 2021	YTD Actuals FY 2022	YTD Actuals FY 2023	YTD Monthly Budget Estimate	Variance YTD Actual vs YTD Monthly Estimate \$	Variance YTD Actual vs YTD Monthly Estimate %	Original Budget FY 2023
Total 057 TRANSPORTATION & PARKING FUND	\$ 4,567,003	\$ 5,971,175	\$ 6,657,756	\$ 16,683,509	\$ (10,025,753)	-60%	\$ 33,613,561
- 058 PARKING FUND							
PERSONNEL SERVICES	\$ 358,454	\$ 370,220	\$ 492,075	\$ 557,125	\$ (65,049)	-12%	\$ 1,144,087
MATERIALS, SUPPLIES AND SERVICES	\$ 11,700	\$ 104,417	\$ 114,176	\$ 236,250	\$ (122,074)	-52%	\$ 472,500
UTILITIES	\$ 2,606	\$ 3,603	\$ 3,321	\$ 5,000	\$ (1,679)	-34%	\$ 10,000
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	\$ 42,194	\$ 44,016	\$ 31,797	\$ 74,000	\$ (42,203)	-57%	\$ 148,000
PARTS/MAINTENANCE SUPPLIES	\$ 6,751	\$ 6,866	\$ 7,320	\$ 28,500	\$ (21,180)	-74%	\$ 57,000
SPECIAL SERV CONTRACT/MISC CHARGES	\$ 1,758	\$ 63,526	\$ 37,096	\$ 32,500	\$ 4,596	14%	\$ 65,000
CAPITAL OUTLAY			\$ 65,987	\$ 100,500	\$ (34,513)	-34%	\$ 201,000
INTERFUND TRANSFER	\$ 4,002	\$ 8,250	\$ 4,872	\$ 4,875	\$ (3)	0%	\$ 9,750
Total 058 PARKING FUND	\$ 427,465	\$ 600,899	\$ 756,644	\$ 1,038,750	\$ (282,106)	-27%	\$ 2,107,337
- 062 FLEET SERVICES FUND							
PERSONNEL SERVICES	\$ 449,224	\$ 466,951	\$ 554,157	\$ 562,279	\$ (8,122)	-1%	\$ 1,154,672
MATERIALS, SUPPLIES AND SERVICES	\$ 30,373	\$ 22,845	\$ 57,122	\$ 31,975	\$ 25,147	79%	\$ 63,950
UTILITIES	\$ 193,804	\$ 346,738	\$ 458,385	\$ 501,450	\$ (43,065)	-9%	\$ 1,002,900
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	\$ 3,515	\$ 2,169	\$ 1,129	\$ 4,000	\$ (2,871)	-72%	\$ 8,000
PARTS/MAINTENANCE SUPPLIES	\$ 283,116	\$ 296,493	\$ 314,372	\$ 385,100	\$ (70,728)	-18%	\$ 770,200
CAPITAL OUTLAY				\$ 3,103	\$ (3,103)	-100%	\$ 6,205
Total 062 FLEET SERVICES FUND	\$ 960,032	\$ 1,135,196	\$ 1,385,164	\$ 1,487,907	\$ (102,742)	-7%	\$ 3,005,927
- 064 SELF INSURANCE FUND							
MATERIALS, SUPPLIES AND SERVICES	\$ 17,229	\$ 9,061	\$ 22,795	\$ 25,250	\$ (2,455)	-10%	\$ 50,500
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	\$ 313,193	\$ 259,979	\$ 314,920	\$ 270,976	\$ 43,944	16%	\$ 541,952
SPECIAL SERV CONTRACT/MISC CHARGES	\$ 702,508	\$ 775,055	\$ 133,572	\$ 485,000	\$ (351,428)	-72%	\$ 970,000
Total 064 SELF INSURANCE FUND	\$ 1,032,929	\$ 1,044,096	\$ 471,287	\$ 781,226	\$ (309,939)	-40%	\$ 1,562,452
- 070 SALES TAX REV BOND - DEBT SVS FUND							
DEBT SERVICE	\$ 2,634,345	\$ 2,635,708	\$ 2,609,933	\$ 3,486,108	\$ (876,176)	-25%	\$ 6,972,216
Total 070 SALES TAX REV BOND - DEBT SVS FUND	\$ 2,634,345	\$ 2,635,708	\$ 2,609,933	\$ 3,486,108	\$ (876,176)	-25%	\$ 6,972,216
- 071 DEBT SERVICE FUND							
DEBT SERVICE	\$ 1,737,581	\$ 1,599,344	\$ 1,448,094	\$ 4,754,844	\$ (3,306,750)	-70%	\$ 9,509,688
Total 071 DEBT SERVICE FUND	\$ 1,737,581	\$ 1,599,344	\$ 1,448,094	\$ 4,754,844	\$ (3,306,750)	-70%	\$ 9,509,688
- Grand Total							
TOTAL	\$ 63,959,762	\$ 68,298,253	\$ 70,385,395	\$ 95,788,895	\$ (25,403,499)	-27%	\$ 192,888,351

Council Agenda Item Report

Meeting Date: February 16, 2023

Submitted by: Michelle Kellogg

Submitting Department: Transit

Item Type: Staff Report

Agenda Section: COMMUNICATIONS AND DISCLOSURES FROM
COUNCIL AND STAFF

Subject:

Gillig Electric Bus Purchase Update

Suggested Action:

Attachments:

[Electric Bus Purchase Staff Report](#)

[Exhibit A: PCMC/UTA Interlocal Agreement](#)

[Exhibit B: PCMC/Summit County Interlocal Agreement](#)

City Council Staff Report



Subject: Electric Bus Purchase Update
Author: Kim Fjeldsted
Department: Transportation Department
Date: February 16, 2023
Type of Item: Administrative

Summary

Park City Transit is excited to receive 15 new electric buses in the first half of 2023. This purchase brings us closer to our goal of an all-electric fleet by 2030, starts to replace our oldest diesel buses, and meets our contractual obligations of the system separation with Summit County.

The 15 electric bus purchase is a joint venture with the Utah Transit Authority (UTA), in the works since 2020, capitalizing on economies of scale. With inflationary increases, the total value of this purchase is approximately \$19 million, with most of the expenses covered by federal grants.

Out of \$19 million, PCMC's local match responsibility is \$2.9 million. \$1 million of the \$2.9 million is attributed to inflationary increases. Investments of this magnitude and long lead and production timelines often result in inflationary increases and can be supported by the Transit Facility Capital Renewal Account. A technical budget adjustment will be brought to Council during the FY24 budget process to finalize the purchase.

Background

On [May 14, 2020](#), Council executed the "Interlocal Cooperative Agreement Between Utah Transit Authority (UTA) and Park City Municipal Corporation Regarding Electric Bus and Charging Equipment Program" (the 2020 Agreement) **Exhibit A**. The purpose was to obtain 14 new electric buses for Park City Transit (PCT). After the 2020 Agreement was finalized, High Valley Transit (HVT) was formed, and Park City and Summit County entered the Interlocal Cooperation Agreement for Transit Services (Separation Agreement) **Exhibit B**. The Separation Agreement detailed how assets were to be divided, with eight new electric buses going to HVT and the remaining 6 to Park City. On [January 13, 2022](#), Council authorized the purchase of one additional bus for PCT, increasing the bus order from 14 to 15.

The PCT fleet currently consists of 26 diesel buses and 13 electric buses. Ten of the 26 diesels are over 15 years old. Per the Federal Transit Administration standards, end-of-life for diesels is 12 years or 500,000 miles. After this purchase, seven additional diesels will need to be replaced.

The UTA Gillig contract allowed for an inflation adjustment, and in the summer of 2022, UTA and Gillig agreed to a 5.6% cost increase. In general, transit materials, supplies,

equipment, and commodities have increased significantly in price since the pandemic. As of January 2023, the Price Index for Bus Chassis alone has increased by 6.5% since 2019.

Park City remains responsible for the completion of the full procurement, and we require new buses to continue our service and safety standards. Upon purchase, title, and possession of 8 vehicles will be transferred to HVT pursuant to the Separation Agreement. The total purchase price for the electric buses and charging infrastructure is \$19 million with the inflation adjustment.

PCT ridership continues to rebound closer to pre-pandemic numbers. 2023 already includes several days that exceeded 2019/2020 rider numbers by as much as 32%. We predict ridership in 2023 will exceed 2019 Park City numbers, 2 million riders, which was our previous record

In Addition, Park City's Short Range Transit Plan (SRTP) is near completion and will outline future vehicle needs, route frequency, and microtransit possibilities. After the SRTP is finalized, the transit team will return to Council to discuss a five-year capital plan for future bus purchases.

Funding

Federal grants and the VW Settlement (see [here](#)) cover the majority of the expense. The local match required is 15.37% of the total purchase cost or \$2.9 million.

\$18 million is budgeted in the FY23 Transportation Fund CIP. The additional \$1 million will be funded through the Transit Facility Capital Renewal Account. A technical budget adjustment will be brought to Council during the FY24 budget process.

Exhibits

Exhibit A – “Interlocal Cooperative Agreement Between Utah Transit Authority (UTA) and Park City Municipal Corporation Regarding Electric Bus and Charging Equipment Program”

Exhibit B – Interlocal Cooperation Agreement for Transit Services (Separation Agreement)

**Interlocal Cooperative Agreement
Between
Utah Transit Authority
and
Park City Transit Municipal Corporation
Regarding
Electric Bus and Charging Equipment Program**

THIS INTERLOCAL COOPERATIVE AGREEMENT (the "Agreement") is made and entered into as of the 2 day of October, 2020, by and between the Park City Transit Municipal Corporation, a Utah municipal corporation, (hereinafter referred to as "Park City"), and UTAH TRANSIT AUTHORITY, a public transit district organized under Title 17B, Chapter 2a, Part 8, Utah Code 1953, as amended (hereinafter referred to as "UTA," collectively, UTA and Park City are referred to as the "Parties" or individually, "Party").

WITNESSETH:

WHEREAS, Park City owns and operates a public transit system to assist in providing transportation in Summit County; and

WHEREAS, UTA's function is to provide public transportation to the residents within its district boundaries and is authorized by Title 17B Section 2a, Utah Code, 1953, as amended; and

WHEREAS, Park City and UTA, did apply through the Utah Department of Transportation ("UDOT") for Statewide 5339(b) funding and were selected to receive a grant from the Federal Transit Administration to purchase buses with low or no emissions, to use to serve the current PC-SLC Connect Route (See existing service agreement attached hereto as Exhibit "I" and incorporated herein, Park City – Salt Lake City Connect Service Interlocal Agreement) and UTA's traveling public; and

WHEREAS, on August 24, 2018, the Federal Transit Administration ("FTA") did award a grant, in the amount of Two million Two hundred Ninety Thousand Dollars (\$2,290,000.00), for the acquisition of two (2) electric buses (collectively, the "Vehicles" or individually, a "Vehicle"), together with charging stations ("Charger(s)") and ancillary facilities; the buses will be funded at a eighty five percent (85%) federal share and infrastructure at ninety percent (90%) federal share; Rocky Mountain Power (RMP) has also committed Five Hundred Thousand Dollars (\$500,000.00) to the project for infrastructure; and the existing service agreement (Exhibit I, Park City – Salt Lake City Connect Service Interlocal Agreement) identifies operational deficit costs paid by Park City will be used for bus replacements and operating costs and funds designated for bus replacement received to date from Park City will be used for the local match on the project; and

WHEREAS, Park City was awarded six (6) electric buses to replace diesel buses in the Volkswagen ("VW") settlement, two (2) of which will replace two (2) existing diesel coach buses on the PC-SLC Connect route (Exhibit J); and

WHEREAS, Park City and UTA intend that UTA shall procure fourteen (14) total Vehicles in a solicitation as follows: two (2) buses with the Lo/No grant funding, six (6) Vehicles with a combination of Park City VW settlement funds and federal section 5311 transit grant funds, and six (6) Vehicles with federal section 5311 grant funds. Ten (10) of the vehicles shall be for Park City's use only and not part of the PC-SLC Connect route; and

WHEREAS, UTA shall use and operate four (4) Vehicles to provide transit service in UTA's district and Summit County.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the parties enter into the following described Collaboration Agreement:

1. COLLABORATION ACTIVITIES:

The Parties agree to work together in accomplishing the procurement of fourteen (14) Vehicles and operation, maintenance and disposition of four (4) electric buses and associated charging equipment and stations as further described below:

A. ACQUISITION OF VEHICLES:

UTA will administer and manage the procurement of the vehicles in accordance with all federal grant and VW settlement requirements and in collaboration with Park City to identify the Vehicle specifications. Park City and UTA shall attend the manufacturing site to inspect Vehicles for compliance to agreed specification. Park City and UTA acknowledge a separate agreement for acquisition of the Vehicles will be entered into and that the term of this Agreement will be dependent upon the delivery of the Vehicles. Park City will lease the Vehicle batteries and UTA will reimburse Park City for those battery lease costs.

B. ACQUISITION OF CHARGERS:

Park City and UTA acknowledge that UTA will administer and manage the procurement of the Overhead and Overnight chargers.

C. USE AND MAINTENANCE OF VEHICLES:

The buses procured by Park City will be bailed to UTA under a bailment agreement (attached as Exhibit "F" and incorporated herein), whereby UTA agrees to use the Park City PC-SLC Connect Electric Vehicles to provide accessible transportation services for the PC-SLC Connect Route and to serve the interest and welfare of the public. UTA covenants that it will not use the PC-SLC Connect Electric Vehicles to provide trips which compete with other revenue service routes. UTA may, however, utilize the Vehicles for non-revenue service during Vehicle down time. UTA agrees to provide all funds needed, and all services, whether by employees or contracted, to maintain, repair, and operate the PC-SLC Connect Vehicles; and to maintain the PC-SLC Connect Electric Vehicles at a high level of cleanliness and mechanical soundness and in a manner consistent with industry safety standards and according to the terms and conditions of any warranties provided by the manufacturer.

- D. USE AND MAINTENANCE OF CHARGERS:** The Parties agree that the Chargers will be installed and maintained by UTA at UTA facilities in order to facilitate the effective use of the electric buses procured according to the terms and conditions of any warranties.

2. DURATION OF AGREEMENT; TERM FOR EACH VEHICLE AND CHARGERS; CONTINUING CONTROL:

Subject to this Paragraph 2, the terms and conditions of this Agreement shall remain in effect so long as UTA shall retain possession of the PC-SLC Connect Electric Vehicles, but in no event less than twelve (12) years, unless it is found that the buses do not meet UTA requirements for the PC-SLC Connect route, in which case the buses will revert to Park City possession. UTA acknowledges that the federal interest remains in the Vehicles and that disposition of the Vehicles for any reason is subject to approval of Park City and FTA, pursuant to the terms and parameters set forth in any then-applicable FTA circulars or guidance. The term of the Agreement, for each separate Vehicle, shall continue for a minimum of twelve (12) years or until the Vehicle shall have travelled a minimum of five hundred thousand (500,000) miles (the "Minimum Term"), whichever is first in time; and shall end no later than the date which is twelve (12) years from the date the Vehicles go into revenue service (the "Maximum Term"). The term of the Agreement, for each Charger, shall continue for a minimum of twelve (12) years. Park City and UTA acknowledge that upon reaching the end of the useful life of the Vehicles Park City shall have the option of obtaining possession of the vehicles or of surrendering them to UTA for final disposition. Upon reaching the end of the useful life, Park City shall surrender any further interest in the chargers and related equipment. They will become the property of UTA.

3. OPERATIONS AND MAINTENANCE:

With respect to the PC-SLC Connect Electric Vehicles, overhead, and overnight chargers, UTA agrees to:

A. Pay for all operating expenses of the Vehicles and Chargers, including fuel, oil and tires. These expenses shall be subject to the arrangement for sharing of operational expenses outlined in the Operational Plan contained in Exhibit A to the Interlocal Agreement between the Parties dated August 24, 2011 and amended on June 27, 2017. The Parties agree to update said Operational Plan to provide for the sharing of these operating expenses on a mutually agreeable basis consistent with current practice under the existing ILA. Pay for all operating expenses of the Vehicles and Chargers, fuel, oil, and tires.

B. Perform preventive maintenance on said Vehicles and Chargers according to manufacturer and UTA's maintenance department specifications and be responsible for all maintenance and repairs necessary to keep said Vehicles in proper operating condition, including major component failure and accident repairs in accordance with the terms and conditions of manufacturer warranties.

4. MAINTENANCE RECORDS:

UTA agrees to keep a maintenance record on each Vehicle and Charger showing the maintenance performed according to the standards established between the parties. The format of the maintenance records shall be specified by UTA's maintenance department and the manufacturer requirements. The Vehicles and the maintenance records will be made available to Park City's representatives for inspection at any time with reasonable notice. The maintenance files shall contain the following items: Preventive maintenance inspection sheets, repair orders, maintenance repairs, driver defect cards or any other documentation or paperwork relating to the maintenance of the PC-SLC Connect Electric Vehicles and Chargers. All maintenance related transactions, including repair orders, must have current mileage and dates attached.

5. REPORTING, AUDIT AND INSPECTION OF RECORDS:

A. The UTA shall submit, on or about the first day of each month a monthly report as well as annual reports to Park City providing information on the most recent month and year-to-date operating statistics or other information or schedule as shall be reasonably required by FTA or Park City regulations. Attached to this Agreement and incorporated herein as Exhibit "C" is the form that is to be used by UTA for the monthly report. The monthly report and the annual reports shall include the following information:

1.	Daily vehicle mileage start/end odometer (to be reported Monthly)
2.	Number of one-way passenger trips (Monthly)
3.	Number of revenue miles (Monthly)
4.	Farebox revenue
5.	Vehicle service hours
6.	Vehicle service miles
7.	Preventive Maintenance Performed (Monthly) Exhibit E
8.	Vehicle Surveillance (April and October) Exhibit D

B. UTA shall report to Park City on a monthly basis.

C. In accordance with FTA National Transit Database (NTD) reporting requirements, UTA shall submit a year-end report using the forms and instruction provided by NTD. UTA agrees to complete any reporting mandated by current FTA regulations or any reporting mandated by changes to FTA regulations.

D. The UTA shall also submit to Park City each month an accounting of maintenance performed on each Vehicle used in the performance of this Agreement during the month according to the procedures outlined in Section 19 of this Agreement. Attached to this Agreement as Exhibit "E" and incorporated herein is the form which is to be used by UTA for this purpose.

E. If Park City requests, UTA shall provide to Park City a copy of audit information as may be conducted by UTA as required by law or as otherwise obtained by UTA.

F. The UTA shall permit the authorized representatives of Park City to inspect and audit all data and records of the UTA relating to the performance of the Vehicles and the terms of this Agreement, at the offices of the UTA or elsewhere during normal business hours upon reasonable notice. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified.

6. NOTIFICATION OF ACCIDENTS:

UTA agrees to notify Park City within five (5) calendar days of any accident involving any one of the PC-SLC Connect Electric Vehicles which results in physical damage to said Vehicle of greater than Five Hundred Dollars (\$500.00). Any accident resulting in bodily injury shall be reported to Park City immediately.

7. INSURANCE:

UTA, at its option, shall elect to self-insure, procure insurance, or utilize a combination of both in order to cover the Electric PC-SLC Connect Vehicles acquired and operated under this Agreement. Furthermore, where damage or injury is caused by a third party, UTA shall have the right to take all actions necessary in order to obtain reimbursement from the responsible 3rd party and/or its insurers and PC agrees to take all necessary measures to facilitate such recovery. In the event the damage or injury is caused by PC, PC agrees to indemnify UTA for its costs and expenses in repair, replacement, and/or other directly associated damages as described under Paragraph 8 below.

8. INDEMNIFICATION:

A. Nothing in this Agreement shall be construed as a waiver of any rights or defenses applicable to UTA under the Utah Governmental Immunity Act (the "Act"), including without limitation the provision of Section 63G-7-604 regarding limitation of judgments. Subject to the Act and up to the amounts established in Section 63G-7-6a04 of the Act, UTA shall defend, indemnify and save harmless Park City from and against all liabilities, claims, actions, damages, losses, and expenses, including without limitation, reasonable attorneys' fees and costs, for bodily injury or personal injury, including death, or loss or damage to tangible or intangible property, to the extent caused by UTA's negligence, in connection with or during or arising from use of the Park City PC-SLC Connect Electric Vehicles provided by UTA, its agents, employees, contractors or subcontractors. Likewise, Park City shall defend, indemnify and save harmless UTA from and against all liabilities, claims, actions, damages, losses, and expenses, including without limitation, reasonable attorneys' fees and costs, for bodily injury or personal injury, including death, or loss or damage to tangible or intangible property, to the extent caused by Park City's negligence, in connection with activities conducted under this Agreement.

B. UTA shall indemnify and hold Park City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against Park City arising out of, UTA's negligent performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of Park City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of UTA; and

provided further, that nothing herein shall require UTA to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of Park City, its agents, employees, and/or officers. Utah Code Section 34A-2-105 The provisions of this section shall survive the expiration or termination of this Agreement.

C. No liability shall attach to Park City by reason of entering into this Agreement except as expressly provided herein.

9. FORCE MAJEURE:

Any delay in or failure by either party in performance of this Agreement shall be excused if and to the extent such delay or failure is caused by occurrences beyond the control of the affected party including, but not limited to, decrees or restraints of Government, acts of God, strikes, work stoppage or other labor disturbances, war or sabotage (each being a "**Force Majeure Event**"). The affected party will promptly notify the other party upon becoming aware that any Force Majeure has occurred or is likely to occur and will use its best efforts to minimize any resulting delay in or interference with the performance of its obligations under this Agreement.

10. TERMINATION:

A. If either party fails to perform its obligations under this Agreement or shall fail to comply with any of the terms, conditions, or provisions thereof, the non-breaching Party, who is not in breach of the Agreement, may, at its sole discretion, terminate this Agreement by giving written notice to the other party by registered mail, return receipt requested, at least thirty (30) calendar days in advance of such termination, specifying the reason or reasons therefor. The breaching Party shall have a period of thirty (30) days after receipt of notice to cure its breach or default (the "Cure Period").

B. It is further understood and agreed that the liability of the parties hereunder for the further performance of the terms of this Agreement shall cease upon termination, but they shall not be relieved of the duty to perform their obligations up to the date of termination and any audit and/or reporting obligations required after date of termination.

C. In the event of termination, the PC-SLC Connect Electric vehicles shall be returned to Park City. An accounting shall be made of remaining federal funds or property under FTA C 5010.1E.

D. The breaching Party shall be liable for all direct damages suffered by non-breaching Party due to the breach of this Agreement. Neither Party shall be liable to the other for indirect or consequential damages.

11. NONDISCRIMINATION:

A. In connection with the carrying out of this Agreement, UTA shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The UTA shall take affirmative action to ensure that applicants are selected for employment and are treated during employment without regard to their race, color, religion,

sex or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The UTA agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this nondiscrimination clause.

B. The UTA covenants that no person or group will be denied the benefits of, participation in, or access to any service or facility provided in conjunction with this Agreement due to race, color, religion, sex, or national origin.

C. The UTA will keep records and documents during performance of this Agreement to indicate compliance with the nondiscrimination clause set forth herein. These records and documents, or copies thereof, will be made available at reasonable times and places to an authorized representative of Park City and will be submitted to Park City upon request, together with any other compliance information which such representative may require.

D. In the event of UTA's noncompliance with the nondiscrimination clauses of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part.

12. DRUG-FREE WORKPLACE:

The UTA covenants and agrees to implement a drug-free workplace that is consistent with the terms and provisions of 49 CFR Part 653 as shown on Exhibit "A" attached hereto and incorporated herein.

13. EQUAL OPPORTUNITY AND DBE STATEMENT:

The UTA covenants and agrees to ensure equal employment opportunity to the maximum extent possible and to make every reasonable effort to utilize disadvantaged and women-owned business enterprises as described in Exhibit "B" attached hereto and incorporated herein.

14. PROGRAM MANAGER:

The Authority Program Manager for this Agreement shall be Hal Johnson, or his designee. All correspondence regarding the program work of this Agreement should be addressed to hjohnson@rideuta.com or Phone: 801-237-1905.

15. CONTRACT ADMINISTRATOR:

The Park City Contract Administrator shall be Kim Fjeldsted, or her designee. All correspondence regarding the terms, conditions, or administration functions should be addressed to Kim Fjeldsted at KFjeldsted@parkcity.org or Phone: (435) 615-5351.

16. NOTICES OR DEMANDS:

A. Any notice or demand to be given by one party to the other shall be given in writing

by personal service, FedEx, or any other similar form of courier or delivery service, or mailing in the United States Mail, postage prepaid, certified, return receipt requested, or via dated e-mail with a follow-up copy sent by regular United States Mail, and addressed to such party as follows:

If to Park City:
Park City Municipal Corporation
ATTN: Kim Fjeldsted
1053 Iron horse Drive, Park City, Utah 84060
KFjeldsted@parkcity.org

With a copy to:
Thomas Daley, Deputy City Attorney
Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060
tdaley@parkcity.org

If to UTA:
Utah Transit Authority
ATTN: Pat Postell, Procurement & Contracts
669 West 200 South
Salt Lake City, Utah 84101
ppostell@rideuta.com

B. Either party may change the address at which such party desires to receive written notice of such change to any other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

17. LAWS AND REGULATIONS:

This Agreement shall be governed by and construed in accordance with the laws of the state of Utah without regard to its conflict of laws provisions.

Park City and UTA each agree to comply with all applicable Federal, state and local laws, ordinances and regulations in providing transportation service with the Vehicles. All subcontracts must be solicited, awarded and administered in accordance with FTA Circular 4220.1F. All terms and conditions contained the FTA Master Grant Agreement FTA MA(25), dated October 1, 2018 shall be applicable to all subcontracts awarded under this Agreement.

Park City and UTA acknowledge that purchase of the Vehicles will be funded by FTA FY18 Grant Section 5339(c)(the "Grant"), under which UDOT is the Recipient, Park City is the Sub recipient, and that UTA will collaborate by providing the total local match as indicated in the project budget and as required by the Grant (See Project Budget Exhibit "G" and Rocky Mountain Power Agreement Exhibit "H"). UTA agrees to cooperate in good faith with Park City

in connection with Park City's compliance obligations under the Grant.

18. ENTIRE AGREEMENT:

This Agreement and the exhibits attached hereto contain the full and complete understanding and agreement between the parties relating to the subject matter hereof and supersede all prior and contemporary understandings and agreements, whether oral or written, relating to such subject matter hereof. This Agreement may be executed in one or more counterparts and by exchange of signed counterparts transmitted by facsimile, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original instrument.

19. ADDITIONAL INTERLOCAL COOPERATION ACT PROVISIONS:

In satisfaction of the requirements of the Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 et seq., the Parties agree as follows:

- a. This agreement shall be authorized and adopted by resolution of the legislative body of each Party, pursuant to Section 11-13-202.5.
- b. This agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5.
- c. A duly executed original counterpart of this agreement shall be filed immediately with the keeper of records of each Party, pursuant to Section 11-13-219.
- d. This agreement shall become effective upon (a) its approval and execution by each Party and (b) the filing of an executed copy of this agreement with the keeper of records of each of the Parties.
- e. Immediately after the execution of this agreement by all Parties, each Party shall cause to be published notice regarding this agreement, pursuant to Section 11-13-219.
- f. The Parties agree that they do not, by this agreement, create an Interlocal entity or any separate entity.
- g. CITY appoints Kim Fjeldsted, its Transit Manager, as its administrator for all matters relating to CITY's participation in this agreement. UTA appoints Tracy Young, its Grant Development Administrator, as its administrator for all matters relating to UTA's participation in this agreement. If an administrator ceases to be employed by the represented Party, then the person who replaces the prior administrator shall become the new administrator of that Party for purposes of this agreement, unless that Party otherwise notifies the other Parties in writing. Any Party may, at any time, change the designation of its administrator by providing written notice to the other Parties. To the extent that any administration of this agreement becomes necessary, then the Parties' administrators named above, or their designees or successors, shall constitute a joint board for such purpose, and each party shall have an equal vote in any decision that needs to be made.

- h. There shall be no joint acquisition or ownership of property.
- i. There is no joint budget; each Party will be responsible for maintaining its own financial budget for both income and expenditures arising under this agreement.

Utah Transit Authority
669 West 200 South
Salt Lake City, Utah 84101

DocuSigned by:
Carolyn M. Gonot 9/11/2020
0C1EDCBAD5D7410...

By: Carolyn Gonot, Executive Director

DocuSigned by:
Mary DeLoretto 9/3/2020
98B3AE62284418...

By: Mary DeLoretto - Chief Service Development Officer

Approved as to Form and Consent:

DocuSigned by:
Tim Merrill 9/3/2020
82323E2963D5460...

UTA Legal Counsel

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

DocuSigned by:
Matt Dias
84DE3A2F68E744E...
Matt Dias, City Manager

Attest:
DocuSigned by:
Heath V. Long
06F71345A916109...
City Recorder's Office

Approved as to form:
DocuSigned by:
Tom Daley
1D3D7782806F5A8418...
City Attorney's Office

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EXHIBIT "A"

**DRUG-FREE WORKPLACE ACT CERTIFICATION
FOR A PUBLIC OR PRIVATE ENTITY**

1. The Utah Transit Authority (UTA) certified that it will provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the UTA's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The UTA's policy of maintaining a drug-free workplace;
 - (3) Any drug counseling, rehabilitation, and employee assistance programs that are available; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (c) Making it a requirement that each employee to be engaged in the performance of the cooperative agreement be given a copy of the statement required by paragraph (a).
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the cooperative agreement, the employee will--
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the Federal agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected cooperative agreement.
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the UTA's employment policies and

the requirements of the Rehabilitation Act of 1973, as amended; or (2)

Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state or local health, law enforcement, or other appropriate agency;

- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. The UTA's headquarters is located at the following address:

Name of Recipient:	Utah Transit Authority
Street Address:	669 W 200 S
City:	Salt Lake City
County:	Salt Lake
State:	Utah
Zip Code:	84101

EXHIBIT "B"

EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE STATEMENT

The undersigned states on behalf of the UTA:

A. The UTA has given or will give, prior to the commencement of an approved Park City project, notice to all pertinent personnel, i.e., managers, supervisors, employees, unions, subcontractors, etc. of the UTA EEO and DBE policies and procedures and its intent and effort to realize such procedures in connection with the EEO and DBE requirements that Park City is required to follow as a Federal Transit Administration Grantee.

B. UTA designates --

Name: Kenya Fail Title: Manager of Civil Rights Compliance

As the person assigned the responsibility for securing compliance with and reporting progress to the UTA and Park City's Civil Rights Office on all EEO efforts initiated and taken.

C. UTA will cooperate fully with Park City and ensure equal employment opportunity to the maximum extent possible during the term of this contract. If the UTA employs fifty (50) or more persons and, or will be entering into a contract hereunder in an amount of Fifty Thousand Dollars (\$50,000.00) or more, then an EEO Plan for employment of minorities and women must be submitted. UTA will further be kept fully informed of any refusals by unions or others to cooperate with Park City's and the UTA's EEO and DBE requirements.

D. UTA agrees to make every reasonable good faith effort to utilize disadvantaged and women business enterprises in the performance of this contract. UTA will take affirmative steps to meet any DBE contract goal set for this contract.

UTA Name: Andrew Grey

Address: 669 W 200 S SLC UT 84101

Signed:  DocuSigned by:
Andrew J. Gray
4E9A31EC07CF4D4...

Title: Civil Rights Compliance Officer

EXHIBIT "C"
MONTHLY REPORTING FORM

Agency: Utah Transit Authority **Month/Year:** _____

Date of Preparation: _____

- 1. Daily vehicle mileage start/end odometer _____
(attach detail)
- 2. Number of one-way passenger trips _____
- 3. Number of revenue miles _____
- 4. Farebox Revenue**
- 5. Vehicle Service Hours**
- 6. Vehicle service miles**
- 7. Vehicle Surveillance completed
(April and October- attach completed form) _____
- 8. Preventive Maintenance Certification _____
(attach completed form)

The undersigned represents that the information shown on this reporting form is true and accurate.

UTA Representative

EXHIBIT "D"

MONTHLY PREVENTIVE MAINTENANCE CERTIFICATION

FOR MONTH ENDING _____, 20____

I, _____

Representing _____, do hereby certify that the following inspections, as outlined in "Preventive Maintenance Schedule", were performed:

DATE	VEHICLE #	INSPECTION PERFORMED	ODOMETER READING

Signature
Utah Transit Authority

Exhibit "E" - Sample



5310 / 5311 VEHICLE SURVEILLANCE INSPECTION

DATE: _____

TRANSPORTATION PROVIDER NAME: _____

Make	Vehicle Year	V.I.N. (last 4 digits)	Plate Number	Odometer
Documents kept in vehicle (please check if present) *Registration <input type="checkbox"/> *Insurance Card <input type="checkbox"/> *DMV Inspection Sticker <input type="checkbox"/>				

All items must be inspected. If an item is not applicable to this vehicle, place "N/A" in the adjacent box.

Check "1" appropriate box. P = Pass F = Fail # = number of days to correct failure

EXTERIOR	P	F	#	SAFETY EQUIPMENT	P	F	#	INTERIOR	P	F	#
Body damage			-	Triangles (3)			1	Mirrors			2
Windows			2	First Aid Kit			2	Lights			3
*2 Outside Mirrors			0	Bloodborne Pathogen Kit			3	Horn			2
Reflector/marker/clearance			2	Seat belt cutter			5	Seats			2
*Turn Signals			0	Extra electrical fuses			5	*Seat Belts			0
*Four Way Flashers			0	Fire Extinguisher			2	AC/Heat/Defroster			2
*Tires front 4/32 rear 2/32			0	Rear door buzzer			3	*Wipers			0
*Headlights high and low			0	Exit windows/buzzers			3	Gauges and Indicators			2
*Parking lights			0	Roof Hatch			3	*Brakes (Foot/Parking)			0
*Brake lights			0	Spare Tire/Jack/Lug Wrench			3	Cleanliness			2
Cleanliness			2								

SIGNAGE	P	F	#	LIFT	P	F	#	SECUREMENTS	P	F	#
Buckle Up (or equivalent)			5	*Interlocks			0	*Belt (4 or 8 floor)			0
Emergency Exits			3	Level Platform			3	*Lap Belt			0
Lift Operating Instructions			5	Lift Light			1	*Shoulder belt			0
Vehicle Height			5	*Electric Wires (cut, frayed)			0				
				*Hand Pump			0				
				Hand Rails on Lift (2)			1				

Comments and Observations of Inspector:

Items that are **bolded** may be placed out of service for failing inspection. The vehicle may not be returned to service until defect is repaired and the Agency Administrator is notified of the repairs. Body damage depending on severity should be repaired as soon as possible.

Agency Administrator:

Inspector:

Name: _____

Name: _____

Signature: _____

Signature: _____

This document can be completed by agency personnel and is a tool for you to monitor the maintenance source you are using. For questions, please contact Brian Galles, PTT Program Compliance Officer, 801-209-3744. Inspections are to be performed on April 1 and October 1 and the completed inspection entered into PTT Online at: <https://www.udot.utah.gov/public/ptt/f?p=131:101:1166169282072615>

EXHIBIT "F"

BAILMENT AGREEMENT

This Bailment Agreement ("AGREEMENT") is entered into as of the 30th day of October, 2020 2019 (the "EFFECTIVE DATE") by and between:

Utah Transit Authority (UTA)
669 West 200 South
Salt Lake City, Utah 84004
(BAILEE)

Park City Transit Municipal Corporation (Park
City) 1053 Iron horse Drive,
Park City, Utah 84060
(BAILOR)

1. DEFINITION OF "PROPERTY"

For purposes of this Agreement, the term "PROPERTY" means the four (4) PC-SLC Connect Electric Vehicles and batteries procured or leased by Park City as a sub recipient to an FTA grant made to the Utah Department of Transportation (UDOT), as further described in Attachment "A" attached hereto and incorporated herein.

2. BAILMENT

The parties agree that UTA can possess and use the Property subject to the terms and conditions in this Agreement. The established value of Bailed Property is in the amount of approximately Two Million Dollars (\$2,000,000.00).

3. TERM

The terms and conditions in this Agreement shall remain in effect for as long as the buses remain in the possession of UTA or the useful life of the vehicles as described in the **Collaboration Agreement between Utah Transit Authority and Park City Transit Municipal Corporation Regarding ELECTRIC BUS AND CHARGING EQUIPMENT Program dated October 30, 2020, 2020, attached hereto and incorporated herein as Attachment "B"**. (Hereinafter "Collaboration Agreement") This Agreement can be terminated in writing by mutual agreement of all parties.

4. OWNERSHIP

The Parties acknowledge that title and ownership of the buses is maintained by Park City and that UTA's use and possession of it is by virtue of this Agreement. UTA agrees not to do anything that is inconsistent with Park City's ownership in the Property.

5. USE OF THE PROPERTY

UTA agrees to use the Property for the sole purpose of serving the PC-SLC Connect and UTA's traveling public.

6. MAINTENANCE

UTA agrees to keep vehicles in good and efficient working order during their useful life by performing normal maintenance and repairs at UTA expense in accordance with any available warranties. UTA further agrees to follow the specifications and recommended procedures contained in the manufacturer's operator's manuals, guides, schedules, and warranties.

7. MARKING/LOGO

UTA is permitted to place its markings and logo on the vehicles. Such marking and logos need not be removed when the bailment is terminated.

8. ACCESS

UTA agrees that Park City can enter UTA premises during normal business hours for purposes of inspecting and inventorying the vehicles.

9. TERM, DISPOSITION, AND RETURN OF PROPERTY

This Agreement shall remain in effect so long as UTA shall retain possession of the PC-SLC Connect Electric Vehicles, but in no event less than twelve (12) years, unless it is found that the buses do not meet UTA requirements for the PC-SLC Connect route, in which case the buses will revert to Park City possession. UTA acknowledges that the federal interest remains in the Vehicles and that disposition of the Vehicles for any reason is subject to approval of Park City and FTA, pursuant to the terms and parameters set forth in any then-applicable FTA circulars or guidance. The term of the Agreement, for each separate Vehicle, shall continue for a minimum of twelve (12) years or until the Vehicle shall have travelled a minimum of five hundred thousand (500,000) miles (the "Minimum Term"), whichever is first in time; and shall end no later than the date which is twelve (12) years from the date the Vehicles go into revenue service (the "Maximum Term"). The term of the Agreement, for each Charger, shall continue for a minimum of twelve (12) years. Park City and UTA acknowledge that upon reaching the end of the useful life of the Vehicles Park City shall have the option of obtaining possession of the vehicles or of surrendering them to UTA for final disposition. Upon reaching the end of the useful life, Park City shall surrender any further interest in the chargers and related equipment. They will become the property of UTA.

At the end of the useful life of the vehicles and/or termination under the terms of the Collaboration Agreement, at Park City's election, UTA agrees to surrender the vehicles to Park City. However, should the bailed property prove not to be suitable for the intended use, Bailee has the option to cancel this Agreement and return all bailed property to the Bailor.

10. RISK OF LOSS

UTA agrees to bear the risk of loss of Property and either self-insure or carry sufficient insurance to cover the complete loss of the vehicles. This paragraph is not intended, however, to diminish UTA's right to obtain reimbursement from any Party who proximately caused the damage or injury. Where damage or injury is caused by a third party, UTA shall have the right to take all actions necessary in order to obtain reimbursement from the responsible 3rd party and/or its insurers and PC agrees to take all necessary measures to facilitate such recovery. In the event the damage or injury is caused by PC, PC agrees to indemnify UTA for its costs and expenses incurred in repair, replacement and/or other directly associated damages.

11. DISCLAIMER

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, PARK CITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12. ENTIRE AGREEMENT

This Agreement is the entire understanding and agreement between the parties as to its subject matter, and completely overrides (supersedes) all previous understandings, agreements, communications and representations, whether written or oral. Provided however, that this Bailment Agreement does not alter or supersede the terms of the Collaboration Agreement between the Parties.

13. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the state of Utah, without regard to that state's rules concerning conflict of laws.

14. SIGNATURES

This Agreement has been signed by the parties or their duly authorized representatives to become effective as of the date of last signature.

Utah Transit Authority

669 W 200 South, SLC, Utah 84101

By:  9/11/2020
DocuSigned by: Carolyn M. Bonet
0C1EDCBAD507410

By:  9/3/2020
DocuSigned by: Mary DeLoritto
9893A8E82284418

Approved as to Form and Consent

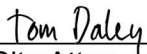
UTA Legal Counsel  9/3/2020
DocuSigned by: Tim Merrill
87323825981056469

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


Matt Dias, Acting City Manager
City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

BAILMENT AGREEMENT – ATTACHMENT "A"
DESCRIPTION OF "PROPERTY"

Buses: Four (4) electric powered buses.

Batteries: leased vehicle batteries will be minimum 440 kWh energy on board.

Charging Infrastructure: Depot Charging (2 units) and On Route Charging equipment (1 unit)

Exhibit G

PROJECT BUDGET

2018 Bus Low No Budget

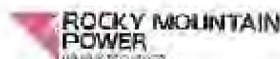
Buses					
Item Description	Project Costs	Total Maximum Federal Amount 85%	Match 15%	Grant Total	Remaining Budget Needed Over Match
Buses (2)	\$ 1,234,000	\$ 974,860	\$ 172,034	\$ 1,146,894	
Radios (2)	\$ 36,000	\$ 28,440	\$ 5,019	\$ 33,459	
Bus configurable/contingency	\$ 240,000	\$ 94,800	\$ 16,729	\$ 111,529	
Project Management	\$ 100,000	\$ 39,500	\$ 6,971	\$ 46,471	
Training	\$ 35,000	\$ 27,650	\$ 4,879	\$ 32,529	
Tools	\$ 15,000	\$ 11,850	\$ 2,091	\$ 13,941	
Shop Improvements	\$ 20,000	\$ 15,800	\$ 2,788	\$ 18,588	
Federal and required match totals		\$ 1,192,900	\$ 210,512	\$ 1,403,412	
Project Total	\$ 1,680,000				\$ 276,588

Charging Equipment and Facilities					
Item Description	Project Costs	Total Maximum Federal Amount 90%	Match 10%	Grant Total	Remaining Budget Needed Over Match
On Route Charging Equipment	\$ 427,000	\$ 337,330	\$ 37,481	\$ 374,811	
On Route A & E Services	\$ 65,000	\$ 51,350	\$ 5,706	\$ 57,056	
Depot Charging Equipment (2 Units)	\$ 160,000	\$ 126,400	\$ 14,044	\$ 140,444	
Depot A&E Services (completed as part of Depot District)	\$ -	\$ -	\$ -	\$ -	
Depot Charger construction Services	\$ 80,000	\$ 63,200	\$ 7,022	\$ 70,222	
Software	\$ 3,600	\$ 2,844	\$ 316	\$ 3,160	
Training	\$ 15,000	\$ 11,850	\$ 1,317	\$ 13,167	
On Route Construction Services	\$ 268,200	\$ 211,878	\$ 23,542	\$ 235,420	
Offset to project 1 for charger construction	\$ 184,241	\$ 63,200	\$ 7,022	\$ 70,222	
UTA Project Management	\$ 95,000	\$ 27,650	\$ 3,072	\$ 30,722	
Contingency	\$ 124,948	\$ 98,698	\$ 10,966	\$ 109,664	
Federal and required match Totals		\$ 994,400	\$ 110,489	\$ 1,104,889	
Project Total	\$ 1,422,989				\$ 318,100

Federal and required match totals		\$ 102,700	\$ 11,411	\$ 114,111	
PCT charger retrofit	\$ 130,000				\$ 15,889

	Total Project Cost	Federal	Local	Grant Total	Over Match
Low No Grant Totals	\$ 3,232,989	\$ 2,290,000	\$ 332,412	\$ 2,622,412	\$ 610,577
Local Match Source					Match
UTA/Park City funding (Operational Deficit Account)					\$ 442,989
Rocky Mountain Power					\$ 500,000
Required & Over Match					\$ 942,989

Exhibit "H"



Plug-in Electric Vehicle Custom Project – Incentive Offer Letter

Utah Transit Authority
669 West 200 South
Salt Lake City, Utah 84101

Re: EVUT 252139

Rocky Mountain Power
Electric Vehicle Program
EV@rockymountainpower.net

After reviewing your application, we are pleased to provide you an incentive offer for the successful implementation of your electric vehicle custom project as outlined in your project application (2 – High Power Overhead Chargers and 5 – DC Fast Chargers).

Incentive Estimate

Issue Date: December 17, 2018

Estimated Incentive: \$500,000 up to 26% of total project costs

Completion Date: May 1, 2019

For this offer to remain valid and to receive an incentive, it is the responsibility of the participant to:

1. Sign and return this offer and revised application to the contact above within 14 days of the issue date.
2. Implement the project as outlined in the project plan/application and by the Completion Date.
3. Notify Rocky Mountain Power of any changes that materially affect the implementation schedule, project costs or project scope.
4. Upon project completion notify Rocky Mountain Power via email project has been completed.
5. Provide actual itemized project cost documentation after project completion.
6. Provide all required documentation and participate in any required inspections no later than 60 days from the Completion Date.

Acknowledgement

I understand: (1) my responsibilities listed above; (2) the incentive offer is an estimate; (3) the incentive paid will be based upon completion of the project as outlined in the project application.

W. STEVE MACEY
Name (please print)

INTERIM EXECUTIVE DIRECTOR
Title

W. STEVE MACEY
Signature

12/21/18
Date

Approved for Forth
UTA Legal Counsel

12/20/18
VP of Operations, Capital, and Assets

Exhibit "I"

Park City – Salt Lake City Connect Service Interlocal Agreement

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INTERLOCAL AGREEMENT REGARDING BUS SERVICE BETWEEN PARK CITY AND THE SALT LAKE VALLEY

THIS INTERLOCAL AGREEMENT REGARDING BUS SERVICE BETWEEN PARK CITY AND THE SALT LAKE VALLEY (this "Agreement"), is entered into as of August 24th, 2011 ("Effective Date"), by and between SUMMIT COUNTY, a political subdivision of the State of Utah (the "County"), PARK CITY, a municipal corporation and political subdivision of the State of Utah (the "City"), and UTAH TRANSIT AUTHORITY, a public transit district and political subdivision of the State of Utah ("UTA"). The County, City and UTA are hereafter sometimes collectively referred to as "Parties" and may be referred to individually as a "Party."

RECITALS

WHEREAS, UTA operates a public transportation system along the Wasatch Front, including bus service within Salt Lake County; and

WHEREAS, the City operates a public transportation system within Park City and parts of unincorporated Summit County; and

WHEREAS, Utah Senate Bill 301 was enacted in the 2011 General Session to amend Utah Code Ann. § 17B-2a-805 to explicitly allow public transit districts and political subdivisions of the state to enter into interlocal agreements regarding the operation of transit services; and

WHEREAS, there is currently no public transportation system providing service between Salt Lake County and Summit County, and the Parties desire to establish such service according to the terms and conditions herein.

AGREEMENT

NOW, THEREFORE, based upon the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereinafter set forth, the mutual benefits to the Parties to be derived herefrom, and other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, it is hereby agreed as follows:

1. **Salt Lake to Park City Connect Service.** UTA agrees to operate an express bus service between Salt Lake City, Summit County, and Park City (hereafter, the "Park City to Salt Lake Valley Bus Service"). The route, schedule, stop locations, park and ride lots, and other characteristics of the Park City to Salt Lake Valley Bus Service are defined in the "Operating Plan" attached hereto as Exhibit A. The Parties may amend the Operating Plan from time to time, through the process defined in paragraph 6, below.
2. **Equipment.** During the term of this Agreement, UTA will provide buses for use in connection with the Park City to Salt Lake Valley Bus Service. Initially, UTA will

contribute buses from its existing fleet. These buses are expected to be 2005 MCI buses but may require the use of other buses in UTA's fleet. Bus replacement, routine maintenance of buses, including repairs to buses damaged while in service, will be performed by UTA, but shall be deemed an operational cost subject to paragraph 3, below.

3. **Operational Costs.** The cost of operating and administering the Park City to Salt Lake Valley Bus Service includes the following: (i) direct costs of operator and supervisor wages, maintenance, and fuel, (ii) proportional costs of operational and administrative support provided by UTA, (iii) bus replacement costs, and (iv) a Liability Premium (defined below) (collectively, the "Operating Expenses"). As of the Effective Date, the anticipated monthly Operating Expenses are detailed in the Operating Plan, attached hereto as Exhibit A. The Parties anticipate that farebox revenues will cover much, if not all, of the Operating Expenses. The Parties recognize, however, that farebox revenues may be less than the Operating Expenses. In the event the Operating Expenses exceed farebox revenues during a one month period, the Operating Expenses less the farebox revenues shall be defined and hereafter referred to as the "Operational Deficit."
 - a. The City and County hereby agree to jointly fund the Operational Deficit, up to a maximum amount as set forth in the Operating Plan, attached hereto as Exhibit A (the "Annual Operating Expense Cap"). UTA shall invoice the City and County for such Operational Deficit on a monthly basis, and the City and County shall remit payment to UTA within 30 days of receipt of an invoice. UTA shall maintain its cost records, and allow the City and the County to inspect such records upon request.
 - b. Once the City and County have made payments to UTA pursuant to this paragraph equal to the Annual Operating Expense Cap, UTA shall be responsible to fund the Operational Deficit for the remainder of the annual term of the Agreement, up to a maximum amount as set forth in the Operating Plan, attached hereto as Exhibit A (the "UTA's Annual Operating Expense Cap"). In the event that the annual Operational Deficit exceeds both the Annual Operating Expense Cap and UTA's Annual Operating Expense Cap, UTA may, at its sole option, immediately cease operating the Park City to Salt Lake Valley Bus Service for the remainder of the term. Prior to any service termination UTA will provide the City and County the opportunity to increase their Annual Operating Expense Cap in a sum sufficient to keep service in operation.
 - c. The Operating Cost will be determined using actual costs incurred by UTA, and not current cost estimations. The Parties understand and agree that UTA's actual Vehicle Replacement Cost or other cost line items might be different than estimated Operating Costs. In the event that there is a surplus of farebox revenues during any month, such surplus shall be applied on a continuing basis to future Operating Expenses so as to reduce the Operational Deficit in future months as set forth in paragraph 3(a) herein.

4. **Facilities.** The City and County shall allow UTA to use City or County-owned or controlled facilities as necessary to operate the Park City to Salt Lake Valley Bus Service. Such facilities include: City streets and County roads along the route, the Bus Stops listed in the Operating Plan, and portions of the Ironhorse Transit Facility, as set forth in the Operating Plan. Such City or County-owned facilities shall be maintained by the City or County, as appropriate. UTA will have no maintenance duties with respect to facilities located in Park City or Summit County.

UTA may layover buses at the Ironhorse Transit Facility as detailed in the Operating Plan, and may perform routine maintenance on its buses parked at the Ironhorse Transit Facility.

5. **Term.** The term of this Agreement is for one (1) year, commencing on the Effective Date, and shall automatically renew for successive one (1) year terms, until such time as any Party serves written notice of termination. Such written notice of termination must be given at least three (3) months in advance of the terminating Party's desired termination date. In addition to UTA's right to cease service as provided in paragraph 3(b) above, any Party may terminate this Agreement for default by another Party, in accordance with the provisions of paragraph 14, below. In no event shall this Agreement exceed fifty (50) years in duration. The expiration or termination of this Agreement shall not relieve or excuse a Party of any obligations accruing prior to such expiration or termination.
6. **Management of Project.** The Parties hereby create a Project Management Team consisting of the following individuals, or their designees: (i) for the City, Park City Transit General Manager; (ii) for the County, Public Works Administrator, (iii) for UTA, the Regional General Manager, and (iv) UTA's Project Manager for the Park City to Salt Lake Valley Bus Service. A Party may change its representative on the Project Management Team by providing written notice of such change to the other Parties.

The Project Management Team shall: (a) meet on a regular basis, as determined by the Project Management Team, (b) perform all functions expressly assigned to the Project Management Team in this Agreement or amendments hereto, (c) recommend any amendments to this Agreement deemed necessary or desirable, and (d) address and resolve issues, disputes or concerns arising during the term of the Agreement.

The Project Management Team may, by letter agreement executed by each of the representatives on the Project Management Team, amend the Operating Plan attached hereto as Exhibit A, in order to make minor changes to the Park City to Salt Lake Valley Bus Service. Minor changes may include, but are not limited to, changes to the route; adding, eliminating, or changing the location of Bus Stops; adjusting the number or timing of daily bus trips, or changing the amount of the Annual Operating Expense Cap. The Project Management Team should review and, if appropriate, amend the Operating Plan at least annually. Such annual review and amendment should take place in advance of the three (3) month deadline for termination as described in the preceding paragraph. More substantial changes to the Park City to Salt Lake Valley Bus Service operations, along with changes to other provisions of this Agreement, should be made through formal

amendment of this Agreement. The Parties acknowledge and agree that amending the Operating Plan may require the approval of one or more of the Parties' governing bodies.

The Project Management Team may elect, by mutual written agreement, to hire a private firm to operate the Park City to Salt Lake Valley Bus Service in whole or in part. Any such arrangement would have to comply with all applicable laws, including applicable procurement law and approval, when needed, by the Parties' respective governing bodies.

7. **Paratransit Services.** The Parties agree that Park City Transit shall provide any Paratransit services, made necessary by the implementation of the Park City to Salt Lake Valley Bus Service, in Summit County. The Parties further agree that UTA shall provide any necessary Paratransit services in Salt Lake County.
8. **Road calls and Maintenance.** In the event that a Park City to Salt Lake Valley Bus Service becomes inoperable while in Summit County, the Parties agree to work cooperatively together to provide the necessary personnel, vehicles, and services as necessary to transport passengers and resume service as soon as possible, with the mutual goal of meeting the expectations of bus patrons and providing a consistently reliable service. Costs incurred by the City or County in connection with such road calls or maintenance work shall be credited against the monthly operational charge described in paragraph 3, above, at UTA's standard hourly and mileage rates for personnel and vehicles, and at actual cost of supplies used.
9. **Marketing.** The City and County agree to work cooperatively with UTA to promote the Park City to Salt Lake Valley Bus Service service, with the mutual goal of maximizing ridership.
10. **Dispute Resolution.** Any dispute that cannot be resolved by the Project Management Team shall be forwarded to UTA's General Manager, the Park City Manager, and the Summit County Manager for resolution prior to any Party initiating arbitration proceedings. If the matter has not been resolved within thirty (30) days of the meeting of the UTA General Manager, the Park City Manager, and the Summit County Manager, any controversies arising out of the terms of this Agreement or its interpretation, including any subcontractor dispute, shall be settled in Utah in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.
11. **Jurisdiction and Venue.** 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.
12. **Losses and Liability.** The Parties shall indemnify and hold one another and their respective agents employees, and officers, harmless from and shall process and defend at their own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against a Party arising

out of, in connection with, or incident to the execution of this Agreement and/or a Party's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of another Party, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of a Party against whom a claim is made; and provided further, that nothing herein shall require a Party to hold harmless or defend another Party, its agents, employees and/or officers, from any claims arising from the sole negligence of another Party, its agents, employees, and/or officers.

Each Party agrees to maintain throughout the duration of this Agreement insurance coverage (or a self-insurance program) for the activities set out in this Agreement in an amount that is equal to or greater than the Parties' maximum exposure to liability as determined by the Utah Director of Risk Management and as set forth in Utah Code Annotated Section 63G-7-604, as amended.

The Parties agree that each Parties' workers compensation insurance will cover each Parties' employees and that under no circumstances shall an employee of one Party be considered an employee or agent of another Party.

Any dispute regarding responsibility for losses or liability under this paragraph shall be referred to dispute resolution as described in paragraph 10.

13. **Liability Premium.** UTA shall charge the City and County a Liability Premium of Five Cents (\$0.05) per mile traveled by the Park City to Salt Lake Valley Bus Service to compensate UTA for the assumption of risk inherent in operating the Park City to Salt Lake Valley Bus Service.
14. **Passenger Data.** UTA shall make available Park City to Salt Lake Valley Bus Service passenger, fare, boarding, and alighting data available to the City or County upon request.
15. **Default.** If any Party determines that another Party is in breach of the terms of this Agreement, that Party shall give written notice to the breaching Party of such violation and demand corrective action sufficient to cure the breach. If the breaching Party fails to cure the breach within thirty (30) days after receipt of notice thereof from another Party, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such breach within the thirty (30) day period, or fails to continue diligently to cure such breach until finally cured, a Party may commence the dispute resolution process described in paragraph 10.
16. **Notices.** Any notice, demand, request, consent, submission, approval, designation or other communication which either Party is required or desires to give under this Agreement shall be made in writing and delivered to the other Party at the addresses set forth below or at such other addresses as the Party may provide in writing from time to time. Such notices shall be hand delivered, mailed (by first-class mail, postage prepaid) or delivered by courier service as follows:

If to the City:

Park City Manager's Office
445 Marsac
PO Box 1480
Park City, Utah 84060

If to UTA:

Utah Transit Authority
Attn: Michael Allegra, General Manager
669 West 200 South
Salt Lake City, Utah 84101

If to the County:

Summit County
Attn: Robert Jasper
County Manager
PO Box 128
60 N Main
Coalville, Utah 84017

With a Copy to:

Park City Attorney's Office
445 Marsac
PO Box 1480
Park City, Utah 84060

With a Copy to:

Utah Transit Authority
Attn: General Counsel's Office
3600 South 700 West
Salt Lake City, Utah 84119

With a Copy to:

Summit County
Attn: David Thomas
Chief Civil Deputy
PO Box 128
60 N Main
Coalville, Utah 84017

17. **Acquisition, Ownership, and Disposition of Property.** Unless otherwise agreed by the Parties in writing, all real and personal property acquired by a Party for use in connection with the Park City to Salt Lake Valley Bus Service service, or property already owned by a Party and used in connection with the Park City to Salt Lake Valley Bus Service service, shall remain the property of that Party during and after the term of this Agreement. By way of example only and not of limitation, buses now owned by UTA, or acquired in the future by UTA, and used as Park City to Salt Lake Valley Bus Services, shall at all times remain the property of UTA.

18. **Miscellaneous.**

- a. **Non-Waiver.** No covenant or condition of this Agreement may be waived by either Party unless done so in writing by such Party. Forbearance or indulgence by a Party in any regard whatsoever shall not constitute a waiver of the covenants or conditions to be performed by the other Party.
- b. **Severability.** If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.
- c. **No Third Party Beneficiaries.** There are no intended third Party beneficiaries to this Agreement. It is expressly understood that enforcement of the terms and

conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any claim or right of action by any third person under this Agreement. It is the express intention of the Parties that any third person who receives benefits under this Agreement shall be deemed an incidental beneficiary only.

- d. Entire Agreement; Amendment. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and statements, promises or inducements made by any Party or agents of any Party that are not contained in this Agreement shall not be binding or valid. This Agreement may not be amended, enlarged, modified or altered except through a written instrument signed by all Parties.


19. **Interlocal Cooperation Act Requirements.** In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, as amended, and in connection with this Agreement, the Parties agree as follows:

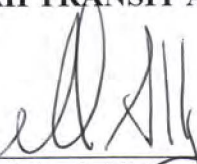
- a. The Agreement shall be authorized by resolution or ordinance of the governing body of each Party pursuant to §11-13-202.5 of the Act.
- b. This Agreement shall be approved as to form and legality by a duly authorized attorney on behalf of each Party pursuant to §11-13-202.5 of the Act.
- c. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party pursuant to §11-13-209 of the Act.
- d. Prior to the expiration of the term of this Agreement pursuant to paragraph 5, this Agreement may only be terminated in accordance with the terms of this Agreement, or by and upon the express written consent of all of the Parties. Cessation of service under 3(b) of this agreement shall also automatically terminate this agreement, but obligations accruing prior to any such termination shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the Parties have each executed this Interlocal Agreement Regarding Bus Service between Park City and the Salt Lake Valley as of the date first set forth above.

PARK CITY MUNICIPAL CORPORATION

UTAH TRANSIT AUTHORITY

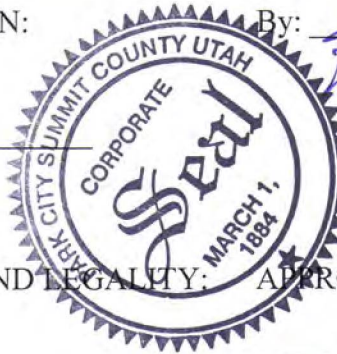
By: 
~~Thomas B. Bakaly, City Manager~~
Michael Kovacs, Acting City Manager

By: 
Michael Allegra, General Manager

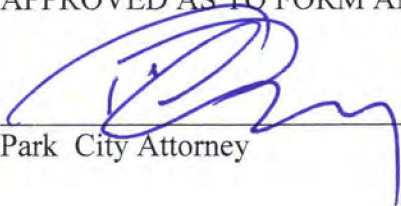
ATTEST AND COUNTERSIGN:

By: 
City Recorder

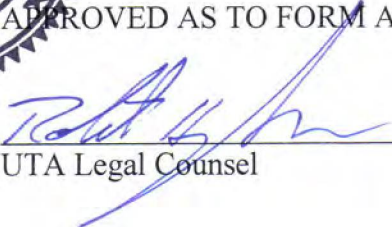
By: 



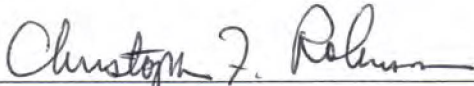
APPROVED AS TO FORM AND LEGALITY:

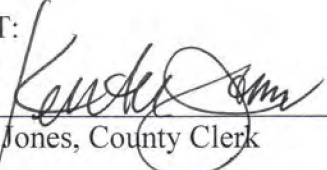

Park City Attorney

APPROVED AS TO FORM AND LEGALITY:


UTA Legal Counsel

SUMMIT COUNTY

By: 
Christopher F. Robinson, Chair

ATTEST:
By: 
Kent Jones, County Clerk

APPROVED AS TO FORM AND LEGALITY:

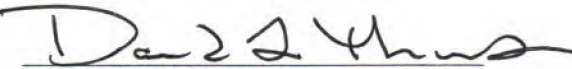

David L. Thomas
Chief Civil Deputy



EXHIBIT A

The Park City to Salt Lake Valley Bus Service – Operating Plan

- a. Route. The Park City to Salt Lake Valley Bus Service will run from the Salt Lake Intermodal Center along 200 South to State Street, then along 100 south to the University Hospital, then along Foothill Boulevard, up Parley's Canyon to Jeremy Ranch, on Highway 224 to Kimball Junction, The Canyons Resort, Park City Mountain Resort, then to the Park City Old Towne Transit Center, and Deer Valley. Buses travelling from Park City to Salt Lake will travel the same route, in the reverse direction. The route is depicted on Exhibit 1 hereto.
- b. Stops. The Park City to Salt Lake Valley Bus Service will stop at the following locations:
- Salt Lake Central Station
 - State Street and 200 South
 - University Hospital
 - Foothill
 - Jeremy Ranch
 - Kimball Junction
 - The Canyons
 - Park City Mountain Resort
 - Old Town Transit Center
 - Deer Valley

The stops are depicted on Exhibit 1 hereto.

- c. Park and Ride Lots. The Park City to Salt Lake Valley Bus Service will be served by the following park and ride lots:
- Jeremy Ranch
- d. Schedule. The Park City to Salt Lake Valley Bus Service will initially operate according to the schedule in exhibit 2 hereto.

The Project Management Team may, from time to time, adjust the schedule according to demand, pursuant to paragraph 6 of the Agreement.

- e. Buses. The Park City to Salt Lake Valley Bus Service will primarily use high capacity coach buses. UTA reserves the right to use buses that meet the demand per trip and time of day.

- f. Fares. The fare for the Park City to Salt Lake Valley Bus Service will be Five Dollars and 50 Cents (\$5.50). The fare for the service will follow UTA fare increases and fuel surcharge schedules. The Project Management Team, pursuant to paragraph 6 of the Agreement may adjust the fare from time to time, in accordance with UTA's standard practices and policies regarding fares.
- g. Monthly Cost. As of the effective date of the Agreement, the anticipated gross monthly cost to operate the Park City to Salt Lake Valley Bus Service ranges from approximately \$63,500 for off-season months and \$82,500 for peak-season months (the "Operating Cost", as described in paragraph 3 of the Agreement). Such cost consists of the following individual line items:
 - Operating cost/platform hour
 - Maintenance cost per mile
 - Fuel cost per mile
 - Supervisor Expense
 - Marketing Expenses
 - Administrative Support
 - Vehicle Replacement Cost
 - Liability Premium (\$0.05 per vehicle mile)

All four members of the Project Management Team may, at their discretion, elect to hire subcontractors to perform services typically performed by UTA, as described above. In the event the Parties contract out such services, the actual costs paid by UTA to such contractors would be included within the Operating Cost.

As described in paragraph 3 of the Agreement, the City and County shall fund the Operating Cost, less the amount recovered by the service through the farebox (the "Operational Deficit"). The Operational Deficit for which the City and County are responsible shall not exceed \$470,000 for the first operating year (October 2011 to October 2012) (the "Annual Operating Expense Cap.") The Annual Operating Expense Cap may be adjusted by the Project Management Team, pursuant to paragraph 6 of the Agreement.

As described in paragraph 3 of the Agreement, UTA shall fund the Operational Deficit after the City and County have fully satisfied their obligation to fund the Operational Deficit up to their Annual Operating Expense Cap. The Operational Deficit for which UTA is responsible shall not exceed \$180,000 for the first operating year (October 2011 to October 2012) (the "UTA's Annual Operating Expense Cap.") The UTA Annual Operating Expense Cap may be adjusted by the Project Management Team, pursuant to paragraph 6 of the Agreement.

The actual Operating Cost will be based on actual costs incurred by UTA, not the estimated costs cited above. If UTA elects, for example, to use buses other than the MCI buses that the estimated Operating Costs are based on, the actual Vehicle Replacement Cost or other cost line items might be different than the estimated Operating Cost cited above.

- h. Facilities. Two bus stalls at the Ironhorse Transit Facility will be made available for UTA's use at all times, including End of Line waiting times, layovers during peak and non-peak hours, and overnight. UTA acknowledges that Park City will lock the bus stalls between 10 p.m. and 6 a.m. but that Park City will attempt to provide access to those stalls if possible on an as-needed basis. The stalls must be located in proximity to a power outlet, so that UTA can use block heaters when necessary. Additionally, a 5 by 15 foot area adjacent to such stalls will be made available for UTA's use, for storing supplies necessary to the bus service. The stalls and area available to UTA must be covered and secure, to prevent damage to UTA's buses.

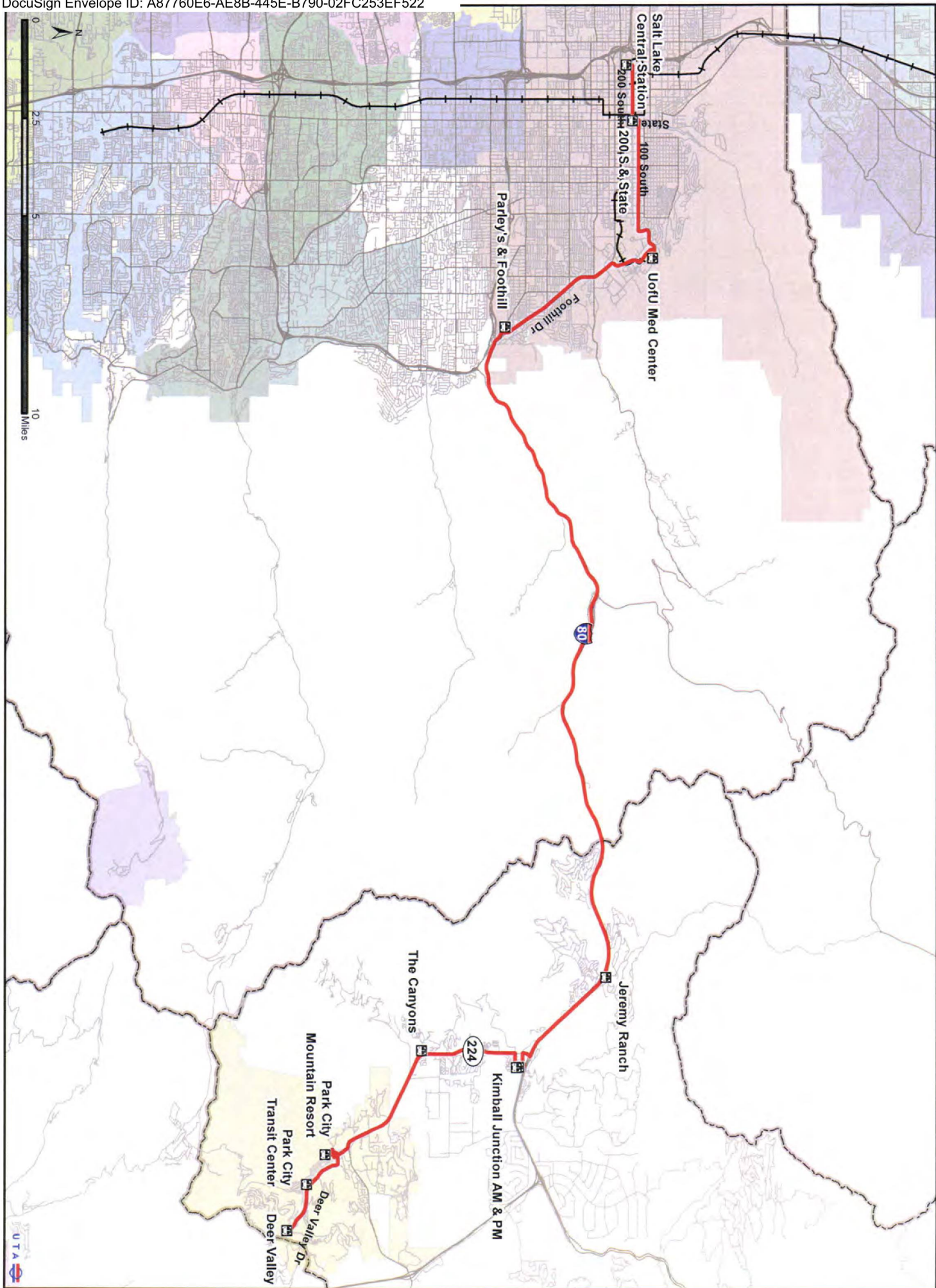


Exhibit 1

Trips	Run Times	Node to Node	Stop Trips
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ToSLC [7]

- The AM trips to PC skip Research Park and Jeremy Ranch
- The AM trips to SLC skip the resort stops
- The PM trips to PC skip the resort stops
- The PM trips to SLC skip Jeremy Ranch and Research Park
- Kimball Junction is serviced via Highland
- PCMR is accessed with a clockwise loop from Empire to Lowell

Amendment No. 1**To****Interlocal Agreement Regarding Bus Service Between
Park City And The Salt Lake Valley**

THIS Amendment No. 1 to Interlocal Agreement Regarding Bus Service Between Park City and the Salt Lake Valley is made this 26th day of June, 2017, by and between UTAH TRANSIT AUTHORITY ("UTA"), PARK CITY MUNICIPAL CORPORATION ("PARK CITY"), and SUMMIT COUNTY ("COUNTY"). UTA, PARK CITY and COUNTY are hereinafter collectively referred to as "parties" and each may be referred to individually as "party," all as governed by the context in which such words are used.

WHEREAS, on or about August 24, 2011, the parties entered into the Interlocal Agreement Regarding Bus Service Between Park City and the Salt Lake Valley (the "Agreement") whereby the parties agreed to participate jointly in operating transit service in and around the Salt Lake and Summit Counties as described in the Operating Plan attached to the Agreement as Exhibit A; and

WHEREAS, the Agreement provides for amending the Operating Plan through letter agreement executed by each of the representatives on the Project Management Team; and

WHEREAS, the parties desire to amend the Operating Plan to increase the Operational Deficit identified in the Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. Section 3 Paragraph A of the Agreement states, "The City and County hereby agree to jointly fund the Operational Deficit, up to a maximum amount as set forth in the Operating Plan..." According to Exhibit A – The Park City to Salt Lake Valley Bus Service – Operating Plan, Paragraph G – "The Operational Deficit for which the City and County are responsible shall not exceed \$470,000." The parties hereby agree to increase the Operational Deficit from \$470,000 per year to \$708,000 per year, as set forth in Exhibit 3, which is attached hereto.
2. Exhibit 3 is hereby incorporated into the Agreement.
3. The UTA Project Manager shall be Joey Alsop. The representative for each of the other entities shall be as follows: UTA: Lorin Simpson; PARK CITY: Blake Fannesbeck; SUMMIT COUNTY: Caroline Rodriguez.
4. With the exception of the terms in this Amendment, all other terms of the Agreement shall remain in full force and effect.

5. This Amendment may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same instrument.

IN WITNESS WHEREOF, the Parties have entered into this Amendment effective the date first set forth herein.

[Signature pages to follow]

[Signature pages to Amendment No. 1 To Interlocal Agreement Regarding Bus Service Between
Park City and the Salt Lake Valley, between Utah Transit Authority, Park City and Summit
County]

UTAH TRANSIT AUTHORITY

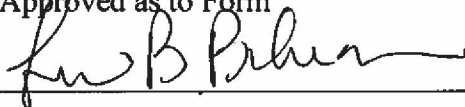
By 

Its President / CEO

By 

Its Ron Sney

Approved as to Form



UTA Legal Counsel

[Signature pages to Amendment No. 1 To Interlocal Agreement Regarding Bus Service Between
Park City and the Salt Lake Valley, between Utah Transit Authority, Park City and Summit
County]

PARK CITY

By

Its

[Signature]
City Manager, acting

By

Its


[Signature]
DEPUTY City Atty



MB Stuchdale
Deputy City Recorder

[Signature pages to Amendment No. 1 To Interlocal Agreement Regarding Bus Service Between
Park City and the Salt Lake Valley, between Utah Transit Authority, Park City and Summit
County]

Summit County

By  1/5/18
THOMAS C. FISHER
Its COUNTY MANAGER

By _____
Its _____

Approved as to form
Summit County Attorney


By 

Exhibit 3

Park City Costing Scenarios

Baseline Year 2016 Scheduled Service																					
Change Day	Daily Trip/ Week Day	# Weekend Trips	Weekdays / Change Day	Weekday Total Daily Miles	Weekday Total Daily Hours	Saturday/ Total Daily Miles	Saturday Total Daily Hours	Sunday/ Total Daily Miles	Sunday Total Daily Hours	Holiday/ Total Daily Miles	Holiday Total Daily Hours	Total Change Day Miles	Total Change Day Hours	Operator Cost	Maintenance Cost	Fuel Cost	Admin Support Cost	Liability Premium	Vehicle Recovery Cost	Supervisor Costs	2016 Operational Deficit
December	10	6	96	414.08	17.65	20	273.18	17.72	20	273.18	17.72	51,766.80	2,474.08	\$ 88,868.95	\$ 99,840.44	\$ 36,754.43	\$ 63,337.18	\$ 2,988.94	\$ 64,706.50	\$ 29,448.00	
April	8	0	87	317.89	13.12	0	0.00	0	0.00	0	0.00	1,141.44	\$ 41,000.32	\$ 21,298.18	\$ 19,138.54	\$ 36,511.08	\$ 1,883.09	\$ 34,574.89	\$ 29,448.00		
August	8	0	69	312.43	13.27	0	0.00	0	0.00	0	0.00	915.63	\$ 32,889.43	\$ 16,758.80	\$ 35,452.82	\$ 28,729.38	\$ 1,883.23	\$ 27,205.84	\$ 29,448.00		
Total Annual														\$ 162,756.81	\$ 77,837.36	\$ 71,865.88	\$ 131,572.62	\$ 5,958.57	\$ 126,889.29	\$ 88,346.00	
Total PC-SLC Connect Scheduled Expense																			\$ 665,887.57	\$ 470,000	

Exhibit 3

Change Day	Daily Trip/Week Day	# Weekend Trips	Weekdays / Change Day	Weekday Total Daily Miles	Weekday Total Daily Hours	Weekday Change Day	Saturday Total Daily Miles	Saturday Total Daily Hours	Sunday Total Daily Miles	Sunday Total Daily Hours	Holidays/Change Day	Holiday Total Daily Miles	Holiday Total Daily Hours	Total Change Day Miles	Total Change Day Hours	Operator Cost	Maintenance Cost	Fuel Cost	Admin Support Cost	Liability Premium	Vehicle Recovery Cost	Supervisor Costs	Adjusted Operational Deficit (New Amendment 1)
December	20	12	96	594.81	24.44	20	333.76	12.55	20	243.76	12.55	4	333.76	12.55	3,898.44	\$ 104,111.04	\$ 54,536.04	\$ 50,187.51	\$ 89,491.80	\$ 3,541.84	\$ 88,194.00	\$ 29,448.00	
April	15	0	87	479.24	20.57	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	1,189.19	\$ 42,183.07	\$ 22,044.29	\$ 39,820.85	\$ 35,015.92	\$ 2,884.69	\$ 52,117.35	\$ 29,448.00	
August	15	0	69	479.24	20.57	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	1,419.18	\$ 50,962.13	\$ 25,462.02	\$ 38,777.87	\$ 43,649.18	\$ 1,813.38	\$ 41,184.45	\$ 29,448.00	
Total Annual																\$ 218,276.37	\$ 112,808.25	\$ 103,947.38	\$ 182,177.89	\$ 7,279.43	\$ 181,886.46	\$ 88,346.00	
Total PC-SLC Connect Scheduled Expense																			\$ 804,831.89				\$ 470,000

This is a summary of the data for the year 2016.	April	August	December	Weekend
Value per day	8	8	10	6

Differences	\$ [66,617.46]	\$ [84,185.89]	\$ [131,572.05]	\$ [5,496.58]
Annual Cost Difference Between Scenarios	\$ 238,646.23			
2016 Operational Deficit	\$ 470,000			
Adjusted Operational Deficit	\$ 708,646.23			

Exhibit "J"

Park City – VW Settlement Agreement

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Agreement #	210454
Amount:	\$3,693,941.00
Date:	

VOLKSWAGEN ELIGIBLE MITIGATION ACTION FUNDING AGREEMENT
PARK CITY MUNICIPAL CORPORATION and
STATE OF UTAH
DEPARTMENT OF ENVIRONMENTAL QUALITY

WHEREAS, pursuant to the terms of the settlement,¹ on January 29, 2018, the Trustee of the Volkswagen Diesel Emissions Environmental Mitigation Trust for State Beneficiaries, Puerto Rico, and the District of Columbia ("Trust") designated the State of Utah a beneficiary under the Trust.² In accordance with the Environmental Mitigation Trust Agreement for State Beneficiaries ("Trust Agreement"),³ the State of Utah may disburse Trust funds for Eligible Mitigation Actions to mitigate the lifetime excess nitrogen oxide ("NO_x") emissions from noncompliant vehicles;⁴

¹ On October 25, 2016, and on May 17, 2017, the United States District Court, Northern District of California ("Court"), entered partial consent decrees requiring the settling defendants (Volkswagen AG, Audi AG, Volkswagen Group of America, Inc., Volkswagen Group of America Chattanooga Operations, L.L.C., Dr. Ing. H.c. F. Porsche AG, and Porsche Cars North America, Inc.), to collectively fund Eligible Mitigation Actions that will reduce nitrogen oxide emissions where the noncompliant vehicles "were, are or will be operated." *Partial Consent Decree*, In re: Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation, MDL No. 2672 (CRB (JSC) ("*First Partial Consent Decree*"), (Approved October 25, 2016) at 5; *Second Partial Consent Decree*, In re: Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation, MDL No. 2672 (CRB)(JSC), (Approved May17, 2017).

² *Notice of Beneficiary Designation Under the Volkswagen Diesel Emissions Environmental Mitigation Trust for State Beneficiaries, Puerto Rico, and the District of Columbia*, In Re: Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation, MDL No. 2672 (CRB (JSC) (January 29, 2019).

³ *See Environmental Mitigation Trust Agreement for State Beneficiaries* (filed October 2, 2017).

⁴ *First Partial Consent Decree* at 5; *Second Partial Consent Decree* at 5.

WHEREAS, the Utah Department of Environmental Quality ("UDEQ"), as the lead agency in the Trust matter, intends to provide funding assistance to Utah governmental entities⁵ to reduce the purchase price of Eligible Mitigation Actions;⁶

WHEREAS, pursuant to the Environmental Mitigation and Response Act, Title 19, Chapter 1, Part 6, Utah Code, 1953, as amended, the UDEQ may accept and distribute settlement funds in accordance with the terms and conditions of that settlement;

WHEREAS, Park City Municipal Corporation ("Park City"), a governmental entity in the State of Utah, requested financial assistance derived from the Trust to partially fund the replacement of one or more diesel vehicles;

NOW, THEREFORE, pursuant to the Environmental Mitigation and Response Act and the Trust Agreement, this Volkswagen Eligible Mitigation Action Funding Agreement ("Agreement") is entered into by and between the UDEQ and Park City as follows:

I. Terms of the Eligible Mitigation Action Funding.

- A. **Funding Assistance Purpose:** The UDEQ awards Eligible Mitigation Action Funding Assistance ("Funding Assistance") to Park City to reduce the purchase price of each new replacement vehicle to achieve a reduction in NO_x emissions.

⁵ Government entity defined pursuant to Title 11, Chapter 13, Interlocal Cooperation Act, Utah Code.

⁶ Trust at ¶ 5.1.

B. Eligible Vehicles to Receive Funding Assistance for Replacement:

Once verified by the UDEQ as meeting the Eligible Mitigation Action requirements, the UDEQ may authorize Funding Assistance for the replacement of each of the following vehicles (also referred to as "replaced vehicle"):

1. Vehicle identification numbers (VIN) 15GGB291561076504, engine model year 2005, Class 8 transit bus;
2. VIN 15GGB291761076505, engine model year 2005, Class 8 transit bus;
3. VIN 15GGB291961076506, engine model year 2005, Class 8 transit bus;
4. VIN 15GGB291061076507, engine model year 2005, Class 8 transit bus;
5. VIN 1M8PDMPA06P057017, engine model year 2005, Class 8 transit bus; and
6. VIN 1M8PDMPA76P057015, engine model year 2005, Class 8 transit bus.

C. Eligible Mitigation Action Funding Deadline:

To receive Funding Assistance, on or before three years from the effective date of this Agreement, Park City shall complete and submit to the UDEQ supporting documentation that all requirements specified in this Agreement have been met.

D. Maximum Award: To reduce the purchase price, the UDEQ may provide Funding Assistance up to sixty-five percent (65%) of the lowest price quote for each new replacement vehicle purchased by Park City. The total maximum combined Funding Assistance awarded to Park City is \$3,693,941.00.**II. Required Certifications:** In signing this Agreement, Park City agrees and certifies, under penalty of perjury, that:

- A. **Park City Cost Share:** Park City shall cost-share or fund a minimum of thirty-five percent (35%) of each new replacement vehicle partially funded under this Agreement.
- B. **Leased Vehicles Not Eligible for Funding Assistance:** Park City shall use Funding Assistance only to purchase each authorized replacement vehicle and not to lease any vehicle.
- C. **Highway Model Year:** Park City shall use Funding Assistance only to replace eligible, UDEQ-approved, Class 8 highway vehicles with engine model years 1992 to 2006.

- D. **Eligible Mitigation Action Funding:** Park City shall only use Funding Assistance:
1. To purchase each new replacement vehicle powered by a 2020 model year or newer engine certified by the U.S. Environmental Protection Agency ("EPA") or the California Air Resources Board;
 2. To purchase a new replacement vehicle that is in the same Class and associated Gross Vehicle Weight Rating ("GVWR") as the replaced vehicle listed in ¶ I.B; and
 3. To fund up to sixty-five percent (65%) of the lowest price quote for each new replacement vehicle, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it is acquired,⁷ and freight.
- E. **Mandated Measures:** Park City shall not use Funding Assistance for emissions reductions that are otherwise mandated under federal law.⁸
- F. **Normal Attrition:** Park City shall not use Funding Assistance to replace vehicles that Park City intends to replace through normal attrition or fleet turnover.⁹ Vehicle replacements that would have occurred through normal attrition or fleet turnover on or before December 31, 2021, are considered the result of normal fleet turnover or normal attrition; and those vehicles are not eligible to be replaced using Eligible Mitigation Action Funding.
- G. **Fleet Expansion:** Park City shall not use Funding Assistance for the purchase of vehicles to expand its fleet.
- H. **Matching Funds:** Park City shall not use Funding Assistance as matching or cost-share funds for other federal grants, including funds received under EPA's federal Supplemental Environmental Project funds.
- I. **Procurement Code:** Park City shall procure each replacement vehicle in accordance with applicable provisions of the Utah Procurement Code, Title 63G, Chapter 6a, Utah Code and any local procurement rules in Park City's jurisdiction.

⁷ The cost of additional "optional" components or "add-ons" that significantly increase the cost of the vehicle may not be eligible for funding.

⁸ Voluntary or elective emissions reductions measures shall not be considered "mandated," regardless of whether the reductions are included in the State of Utah, State Implementation Plan.

⁹ Normal attrition is defined by Park City's budget plan, operating plan, standard procedures, or retirement schedule.

- J. **Disable Replaced Vehicles:** Park City shall scrap or disable each replaced vehicle within ninety (90) days of being replaced in accordance with the criteria specified in ¶ III.F below.
- K. **Sufficient Progress:** Park City agrees that the UDEQ may terminate any Funding Assistance if Park City fails to make sufficient progress to reasonably ensure completion of the requirements specified in this Agreement prior to three years from the effective date of this Agreement. The UDEQ shall determine whether Park City is achieving sufficient progress by examining quarterly reports, the status of each requirement, the milestone schedule and the time remaining in the project period.
- L. **Replacement Vehicle Use, Management, and Disposition:**
 - 1. Park City shall register, license, and insure each new replacement vehicle in the State of Utah.
 - 2. Park City shall operate each new replacement vehicle, partially funded under this Agreement, in the same function and operation as the replaced vehicle, specified in ¶ I.B.
 - 3. For each replacement vehicle partially funded under this Agreement, Park City shall follow the manufacturer's recommendations for routine maintenance and retain documents demonstrating that the maintenance was completed. These documents shall be made available to the UDEQ upon request.
 - 4. Park City shall not tamper with, remove, or render inoperative an emission control component of the EPA or CARB certified engine.
 - 5. If Park City uses a replacement vehicle as a trade-in, it shall only trade for an equivalent replacement vehicle. If Park City sells a replacement vehicle, it shall use the proceeds to offset the cost of a subsequent equivalent replacement vehicle.
 - 6. If the current per unit, fair market value of each replacement vehicle partially funded under this Agreement is \$5,000 or less, the vehicle may be retained, sold or otherwise disposed of with no further obligation.

III. **Eligible Mitigation Action Funding Conditions.**

To receive Funding Assistance, Park City shall comply with the following conditions:

- A. **Standard Terms and Conditions:** Park City shall comply with the Funding Assistance Agreement, Standard Terms and Conditions, Attachment A.
- B. **Quarterly Reporting and Environmental Results:** Beginning with the subsequent quarter, at least (90) days after the effective date of this Agreement until Park City is reimbursed under ¶ III.F., Park City shall prepare and submit quarterly progress reports to the UDEQ on or before:

July 1st
 October 1st
 January 1st
 April 1st

In its quarterly reports, Park City shall describe its status with respect to completing the requirements specified in this Agreement, including: a summary of Park City's progress toward completing the Eligible Mitigation Action; (¶ III.C.3) expenditures and planned activities for the next quarter (i.e., submitting to UDEQ documentation that demonstrates compliance with applicable procurement requirements, ordering each replacement vehicle, delivery of each replacement vehicle, entering each replacement vehicle into service, disabling each replaced vehicle, etc.); an explanation of any challenges encountered during the reporting period that may impede progress toward completing the Eligible Mitigation Action; a description of any public outreach activities involving the Eligible Mitigation Action project; and anticipated completion date. Park City may submit the quarterly reports and responses to the UDEQ through electronic mail.

- C. **Eligible Mitigation Action Activities:** Prior to each replacement vehicle purchase, Park City shall obtain written approval from UDEQ acknowledging Park City's justification that its purchasing procedures comply with applicable state and local laws (¶ II.I procurement requirements) and verifying vehicle eligibility. To determine eligibility, Park City shall provide the following information to UDEQ:
 - 1. For each vehicle to be replaced:
 - a) The make and model;
 - b) Legible photos of:
 - (1) the side profile, including any vehicle identifier name or number;

- (2) the full engine plate that clearly specifies the engine make, model, year, horsepower, displacement, serial number, engine family name, and EPA estimated emissions for NO_x (nitrogen oxides) and PM (particulate matter);
 - (3) the Vehicle Identification Number (VIN) plate; and
 - (4) the GVWR;
 - c) The total percentage of time the vehicle operates in the 24-hour PM_{2.5} nonattainment counties - Box Elder, Cache, Davis, Salt Lake, Tooele, Utah, and Weber counties;
 - d) Evidence demonstrating that the vehicle is an early replacement, that the replacement would not have occurred through normal attrition, including a description of Park City's normal attrition cycle, and that the vehicle has a minimum of three years remaining in its useful life;
 - e) Vehicle route description, including details of the vehicle's current purpose, routes, and daily/weekly/seasonal operation schedule;
 - f) An odometer reading within thirty (30) days of the date of Application submission;
 - g) The annual miles traveled;
 - h) The annual fuel usage;
 - i) The estimated annual hours the vehicle idles;
 - j) Proof of current registration in the State of Utah; and
 - k) Proof of current insurance.
2. For each proposed new replacement vehicle:
- a) The vehicle make, model, and model year;
 - b) The engine family name and model year;
 - c) The GVWR;
 - d) The horsepower;
 - e) The displacement;
 - f) The fuel type;
 - g) The estimated cost (including itemized add-ons);
 - h) An explanation if any add-ons are necessary to make the vehicle usable for the vehicle's intended purpose; and
 - i) Documentation that Park City's jurisdiction shall fund a minimum of the thirty-five percent (35%) cost share.
3. A timeline specifying anticipated dates to meet key milestones specified in this Agreement, including submission of new vehicle purchase price quotes, ordering the vehicles, securing the thirty-five percent (35%) cost share funding, purchase of vehicles, disabling the replaced vehicle engine and chassis, and submission of reimbursement documentation.

D. Replacement Vehicle Procurement Code Documentation: Park City shall obtain competitive bids for the purchase of each new

replacement vehicle in accordance with Utah Code § 63G-6a-6 and any local procurement rules that apply to Park City's jurisdiction. To demonstrate proof of competition and to allow cost and price analyses, Park City shall submit to the UDEQ, for approval, a minimum of two itemized price quotes for replacement vehicles in the same class, same model year, and similar GVWR, engine displacement and horsepower as the replaced vehicle. Park City shall submit the Vehicle Price Quote Bid Summary Form ("Price Quote Form"), provided by the UDEQ, signed and dated by each vendor. In lieu of submitting the Price Quote Form, Park City may submit a signed and dated price quote from each vendor that summarizes the information specified in the Price Quote Form. Each price quote shall be dated within in ninety (90) days of the other quote and within one year of the date of purchase. The information required in the Vehicle Price Quote Bid Summary Form includes:

1. The vehicle and engine make and model;
2. The GVWR;
3. The engine model year;
4. The horsepower;
5. The engine displacement;
6. That the vehicle is certified to the most stringent EPA emissions standards;
7. Add-ons, modifications or attachments;
8. Delivery costs, if applicable;
9. The dealership providing the quote;
10. That the quote is offered to Park City;
11. The time period the quote is valid; and
12. Warranty information.

E. **Replacement Vehicles Orders:** Any replacement vehicles orders are incurred at Park City's own peril, unless, for each vehicle, Park City has received written authorization from the UDEQ confirming:

1. Park City's vehicle is eligible for replacement using Funding Assistance;
2. Park City's desired replacement vehicle meets the criteria specified in this Agreement, ¶ II.D;
3. Park City obtained a minimum of two competitive price quotes in accordance with ¶ III.D above; and
4. Park City is authorized to place an order for the purchase of its replacement vehicles.

F. **Reimbursement and Receiving Funding Assistance:** Reimbursement of the Funding Assistance portion of each new vehicle purchase price shall occur after each replacement vehicle is entered into service and upon determination by the UDEQ that Park City has complied with the terms, conditions, and certifications of this

Agreement. To demonstrate compliance with the terms of this Agreement, Park City shall:

1. **Permanently Disable Each Replaced Vehicle:** Within ninety (90) days of entering each replacement vehicle into service, Park City shall scrap or permanently disable each replaced vehicle by:
 - a) Cutting a three-inch by three-inch hole in the engine block, the part of the engine that contains the cylinders; and
 - b) Disabling the chassis by cutting through the frame rails on both sides of the vehicle between the front and rear axles.

2. **Demonstration of Each Disabled Replaced Vehicle and Proper Disposal:** Within ninety (90) days of entering each replacement vehicle into service, Park City shall obtain a signed certificate of destruction¹⁰ signed by both the individual disabling each vehicle and an individual authorized to represent Park City. The certificate of destruction for each individual replaced vehicle shall include an electronic copy of a continuous, clear, unedited video that captures:
 - a) The side profile of the vehicle;
 - b) The VIN plate showing a legible VIN;
 - c) The entire engine plate clearly displaying the engine make, model, year, horsepower, displacement, serial number, and engine family name;
 - d) The three-inch by three-inch hole drilled into the engine block; and
 - e) The cut chassis rails.

Park City may supplement the continuous, clear, unedited video with still photographs of engine and vehicle data if the location of the data is impossible to capture in the continuous video.

3. **Submission of Documentation for Reimbursement:** On or before three years from the effective date of this Agreement, Park City shall submit to the UDEQ the following:
 - a) For each replaced vehicle, a certificate of destruction, signed by both the dismantler and person authorized to represent Park City, specifying the date of destruction and an electronic video meeting the requirements specified in ¶¶ III.F.1 and 2 above;

¹⁰ Certificate of Destruction form to be obtained from the UDEQ.

- b) Any receipt for scrappage if Park City received proceeds from the scrappage of the replaced vehicles;¹¹
- c) A final purchase invoice for each replacement vehicle that specifies:
 - (1) the invoice date;
 - (2) the total purchase price of the vehicle;
 - (3) the vehicle make, model, and model year;
 - (4) the Vehicle Identification Number (VIN);
 - (5) the dealership name; and
 - (6) Park City as the purchaser;
- d) Proof of payment for each replacement vehicle rendered by Park City; and
- e) The date Park City placed each replacement vehicle into service.
- f) For each replaced vehicle, a statement, signed by an individual authorized to represent Park City, that:
 - (1) describes the procurement process to purchase the vehicle and
 - (2) states that "each replacement vehicle for which I am seeking funding assistance was procured in accordance with applicable state (63G-6a Utah Code) and local laws as described in this statement."

G. **Funds Derived from Scrappage:** Park City shall use any proceeds from the scrappage of the replaced vehicles to pay, in part, Park City's cost-share portion of the cost of the replacement vehicles.

H. **Delays or Favorable Developments:**

- 1. Park City shall promptly notify the UDEQ in writing of any problems, delays, or adverse conditions which may materially impair its ability to deliver on its obligations specified in this Agreement. This disclosure must include a statement of any actions taken, or contemplated, and any assistance needed to resolve the situation.
- 2. Park City shall notify the UDEQ in writing of any favorable development which may enable it to meet time schedules and objectives sooner or at less cost.

I. **Timely Follow-Up:** Park City shall timely respond with any necessary supporting documentation to any follow-up inquiries from the UDEQ, no later than fifteen (15) days after receipt of the inquiry.


¹¹ Equipment and vehicle components may be salvaged from the vehicle being replaced (e.g. plow blades, shovels, seats, tires, etc.).

EXECUTION

NOW, THEREFORE, by virtue of the authority contained in Title 19, Part 6, Utah Code, the parties hereto mutually agree to perform and execute this Agreement. This Agreement shall take effect upon the signature of the Executive Director as evidenced below.

PARK CITY MUNICIPAL CORPORATION
1053 Ironhorse Drive
Park City, UT 84060

STATE OF UTAH
DEPARTMENT OF
ENVIRONMENTAL QUALITY
195 North 1950 West
Salt Lake City, Utah 84114

DocuSigned by:

D5D5222E86E246E...
Matthew Dias
By: _____
Print your name
Date: 7/24/2020 _____


Scott Baird (Jul 30, 2020 13:57 MDT)
By: L. Scott Baird
Executive Director
Date: 07/30/2020 _____

RECEIVED AND PROCESSED
BY DIVISION OF FINANCE

07/30/2020

ATTACHMENT A
Volkswagen Diesel Emission Environmental Mitigation Trust
Eligible Mitigation Action Funding Agreement
Park City Municipal Corporation
Standard Terms and Conditions

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a. "Agreement" means the Volkswagen Eligible Mitigation Action Funding Agreement, including all attachments and documents incorporated by reference.
 - b. "Project Sponsor" means City of Park City Municipal Corporation as the entity to receive Funding Assistance pursuant to the terms of this Agreement. Project Sponsor as used in this Agreement shall include Project Sponsor's agents, officers, employees, and partners.
 - c. "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, UDEQ's authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - d. "Trust" means the Volkswagen Diesel Emission Environmental Mitigation Trust created pursuant to *Partial Consent Decree, In re: Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation, MDL No. 2672 (CRB (JSC) ("First Partial Consent Decree"), (Approved October 25, 2016); and Second Partial Consent Decree, In re: Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation, MDL No. 2672 (CRB (JSC), (Approved May 17, 2017).*
 - e. "Trust Agreement" means the Environmental Mitigation Trust Agreement for State Beneficiaries, approved September 19, 2017, effective October 2, 2017.
 - f. "UDEQ" means the Department of Environmental Quality, the lead agency for the Trust as designated by the Governor of the State of Utah.
2. **GOVERNING LAW AND VENUE:** This Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Agreement, Project Sponsor shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Project Sponsor shall maintain all records specified in this Agreement. These records shall be retained by Project Sponsor for at least six (6) years after final reimbursement, or until all audits initiated within the six (6) years have been completed, whichever is later. Project Sponsor agrees to allow, at no additional cost, State of Utah auditors, federal auditors or any firm identified by the UDEQ, access to all such records.

5. **CONFLICT OF INTEREST:** Project Sponsor represents that none of its officers or employees are officers or employees of the UDEQ unless previously disclosed in writing.
6. **INDEPENDENT CAPACITY:** Project Sponsor shall act in an independent capacity and not as officers or employees or agents of the UDEQ or other agencies of the State of Utah.
7. **INDEMNITY:** Both parties are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code § 63G-7-1010 et. seq.). Nothing in this Agreement shall be construed as a waiver by either or both parties of any rights, limits, protections, or defenses provided by the Act. Nor shall this Agreement be construed as a waiver of any governmental immunity to which a party to this Agreement is otherwise entitled. Each party is responsible for its own actions or negligence and will defend against any claim or lawsuit brought against it. There are no indemnity obligations between these parties.
8. **AMENDMENTS:** This Agreement may only be amended by the mutual written agreement by the UDEQ and Project Sponsor, which amendment will be attached to this Agreement.
9. **TERMINATION:** This Agreement may be terminated, with cause by the UDEQ, upon written notice. The Project Sponsor will be given ten (10) days after written notification is received to correct and cease the violations, after which this Agreement may be terminated for cause immediately and subject to the remedies below. The Project Sponsor may terminate this Agreement in writing at any time prior to reimbursement. Termination of this Agreement for cause or by the Project Sponsor will render the Project Sponsor ineligible for reimbursement of any costs associated with the EVSE project.
10. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days after written notice is delivered to Project Sponsor, this Agreement may be terminated in whole or in part at the sole discretion of the UDEQ, if it reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Agreement; or (ii) that a change in available funds affects the UDEQ's ability to provide financial assistance under this Agreement. If a written notice is delivered under this section, the UDEQ will reimburse the Project Sponsor for eligible costs of the project until the effective date of said notice. The UDEQ will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
11. **PUBLIC INFORMATION:** The Project Sponsor agrees that this Agreement, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA) and the Trust Agreement. The Project Sponsor

gives the UDEQ and the State of Utah express permission to make copies of this Agreement, related sales orders, related pricing documents, and invoices in accordance with GRAMA and the Trust Agreement. The UDEQ and the State of Utah are not obligated to inform Project Sponsor of any GRAMA requests for disclosure of this Agreement, related purchase orders, related pricing documents, or invoices.

12. **ASSIGNMENT:** The Project Sponsor may not assign, sell, transfer or delegate any right or obligation under this Agreement, in whole or in part.
13. **REMEDIES:** Any of the following events will constitute cause for the UDEQ to declare the Project Sponsor in default of this Agreement: (i) the Project Sponsor's non-performance of its contractual requirements and obligations under this Agreement; or (ii) Project Sponsor's material breach of any term or condition of this Agreement. The UDEQ may issue a written notice of default providing a ten (10) day period in which Project Sponsor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Project Sponsor's liability for damages. If the default remains after Project Sponsor has been provided the opportunity to cure, the UDEQ may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Agreement or (iii) demand a full refund of any payment that the UDEQ has made to Project Sponsor under this Agreement.
14. **FORCE MAJEURE:** Neither the UDEQ nor Project Sponsor will be held responsible for delay or default caused by fire, riot, act of God or war which is beyond that party's reasonable control.
15. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
16. **PROCUREMENT ETHICS:** The Project Sponsor understands that a person who is interested in any way in the receipt of Funding Assistance from the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person who participates in the award of the funding assistance on behalf of the UDEQ whether it is given for their own use or for the use or benefit of any other person or organization.
17. **CHANGES IN SCOPE:** Any changes in this Agreement to be performed under these terms and conditions shall be in the form of a written amendment, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in this Agreement.
18. **REVIEWS:** The UDEQ reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the implementation status of this Agreement. Such reviews do not waive the requirement of Project Sponsor to meet all of the terms and conditions of this Agreement, including providing quarterly reports.

19. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Agreement, the order of precedence shall be: (i) this Agreement and (ii) this Attachment A. Any provision attempting to limit the liability of Project Sponsor or limit the rights of the UDEQ or the State of Utah must be in writing and attached to this Agreement or it is rendered null and void.
20. **SURVIVAL OF TERMS:** Termination or expiration of this Agreement shall not extinguish or prejudice the UDEQ's right to enforce this Agreement with respect to any default of this or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, and Insurance.
21. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Agreement shall not affect the validity or enforceability of any other provision, term, or condition of this Agreement, which shall remain in full force and effect.
22. **ERRORS AND OMISSIONS:** The Project Sponsor shall not take advantage of any errors and/or omissions in this Agreement. The Project Sponsor must promptly notify the UDEQ of any errors and/or omissions that are discovered.
23. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

INTERLOCAL COOPERATION AGREEMENT FOR TRANSIT SYSTEM SERVICES

This Inter-local Cooperation Agreement for Transit System Services ("*Agreement*") is entered into this 10th day of July, 2021 (the "*Effective Date*"), by and among **HIGH VALLEY TRANSIT DISTRICT**, a political subdivision of the State of Utah (hereinafter, "*District*"), **SUMMIT COUNTY**, a political subdivision of the State of Utah (hereinafter, "*County*"), and **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation (hereinafter, "*City*" or "*Park City*"). Each is individually referred to as a "*Party*" and collectively as the "*Parties*."

RECITALS

WHEREAS, the City provides a system of local public transit for its residents, workforce, and visitors ("*Park City Transit*"); and,

WHEREAS, the District, a small public transit district, provides public transit services to its residents, workforce, and visitors within its jurisdictional boundaries and which intends through annexation to expand its jurisdictional boundaries to become a provider of regional transit services; and,

WHEREAS, the City and County entered into that certain Park City Municipal Corporation and Summit County Interlocal Transportation Agreement, dated February 1, 2006, and its First Amendment, dated December 15, 2009, wherein the entities jointly agreed to provide for a system of public transit managed by Park City Transit (together, the "*Transportation Agreement*"); and,

WHEREAS, the City and County entered into that certain Joint Interlocal Agreement for Additional Transit Funding, dated August 24, 2016 (the "*Additional Transit Funding Agreement*"); and,

WHEREAS, the County enacted a county-wide additional mass transit sales and use tax under Utah Code § 59-12-2214 (the "*Additional Mass Transit Tax*" or "*AMT*"), and the City agreed to support the enactment through its Resolution No. 18-2016, to implement the Additional Transit Funding Agreement and further the public financing of joint transit services and projects which benefit the residents of both the County and City; and,

WHEREAS, pursuant to Park City Resolution No. 18-2016 and the Additional Transit Funding Agreement, Park City agreed to support Summit County's ballot initiative to levy the AMT in lieu of seeking voter approval for Park City's own optional sales and use tax, provided the Summit County AMT funds were and continue to be allocated under a mutually agreeable process for transit projects, programs, and services that directly or indirectly benefit Park City residents, workforce, and visitors; and,

WHEREAS, the Parties hereto are willing to enter into this Agreement, wherein the Parties agree to (a) terminate the Transportation Agreement and settle up the affairs contemplated therein; (b) terminate the Additional Transit Funding Agreement and distribute the tax proceeds by point of sale; and (c) formulate a new relationship, which allows for an integrated system of regional transit between the City and District; and,

WHEREAS, the Parties are authorized by the *Utah Interlocal Cooperation Act*, as set forth in Title 11, Chapter 13, Section 202(1)(d), *Utah Code 1953, as amended*, to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals, mutual covenants and agreements herein set forth, the mutual benefits to the Parties to be derived, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. Termination of Transportation Agreement.

1.1 Transportation Agreement. The Parties agree that the Park City Municipal Corporation and Summit County Interlocal Transportation Agreement, dated February 1, 2006, and its First Amendment, dated December 15, 2009, wherein the entities jointly agreed to provide for a system of public transit managed by Park City Transit, shall terminate on June 30, 2021, and shall thereafter be of no further legal force or effect. The City shall submit to the County invoices, and County shall remit payment to the City, for transit expenses incurred before July 1, 2021 that are subject to payment under the terms of the Transportation Agreement. In lieu of Section 2.3 of the Transportation Agreement, Disposition of Property Upon Termination of Agreement, the Parties agree as follows:

1.1.1 District Fleet Buses. City hereby transfers all of its right, title, and interest in and to the following transit vehicles, subject only to any required approval by the Utah Department of Transportation (“*UDOT*”) and the Federal Transit Administration (“*FTA*”), which City shall use good faith, best efforts to obtain promptly (the “*District Fleet Buses*”):

- 1.1.1.1 Four (4) 2022 Gillig Electric Transit Buses
- 1.1.1.2 Park City Transit #630, 2016 Gillig Diesel Transit Bus
- 1.1.1.3 Park City Transit #631, 2016 Gillig Diesel Transit Bus
- 1.1.1.4 Park City Transit #632, 2016 Gillig Diesel Transit Bus
- 1.1.1.5 Park City Transit #633, 2016 Gillig Diesel Transit Bus
- 1.1.1.6 Park City Transit #680, 2010 Gillig Diesel Transit Bus

The District Fleet Buses identified in Subsections 1.1.1.2-1.1.1.6 were subject to a pre-inspection by the District to document their condition on June 3, 2021. The buses will be transferred to the District in the condition documented during the pre-inspection. The District Fleet Buses will be transferred to the District together with

maintenance records and any previously agreed upon equipment. The City and District will work together to remove unwanted equipment and to transfer contractual obligations. The City will have no ongoing obligation or liability for contracts, software, equipment, or licenses for the District Fleet Buses.

The District Fleet Buses identified in Subsection 1.1.1.1 are being acquired in concert with the Utah Transit Authority (“UTA”) as part of a larger acquisition of Gillig Electric Transit Buses (“Gillig Electrics”). The terms of the joint procurement are set forth in the Park City and UTA Interlocal Agreement on Electric Bus and Charging Equipment, dated October 2, 2020 (the “UTA/Park City ILA”). If the Gillig Electric Buses are not all received at once, the City will transfer every other Gillig Electric received to the District.

1.1.2 District UTA Buses. Subject to UDOT and FTA grant requirements, upon receipt of any required approval by the FTA, and pursuant to Section 7 of this Agreement, the District shall take ownership of the four (4) Gillig Electric Buses designated by the terms of the UTA/Park City ILA for PC-SLC Connect Service, after the City receives them (the “*District UTA Buses*”). The District UTA Buses are being acquired in concert with UTA in accordance with the UTA/Park City ILA. In the event that the Bus Service Agreement between the Utah Transit Authority, Park City Municipal Corporation, and Summit County, dated August 24, 2011, as amended by Addendum No. 1, Service and Alignment Change 2017, dated December 14, 2017 (together, the “*SLC-SC Transit Agreement*”) is terminated, the District UTA Buses may be utilized according to the UTA/Park City ILA, as amended, and following any required approval by UDOT and the FTA. The City hereby assigns to the District all of its rights and obligations pertaining to the four Gillig Electrics for the PC-SLC Connect Service in the UTA/Park City ILA, upon the District taking ownership.

1.1.3 Electrical Charging Stations. UTA shall install new electrical charging stations at the Kimball Junction Transit Center, pursuant to the UTA/Park City ILA, without cost to the City, the District, or the County. The City hereby assigns to the District all of its rights and obligations pertaining to the Electrical Charging Stations in the UTA/Park City ILA.

1.1.4 City Buses. The City shall have sole ownership, subject to Federal Transit Administration grant requirements, of all other buses and support vehicles, regardless of any contributions by the County from the Additional Mass Transit Tax or other funding sources.

2. **Additional Transit Funding Agreement.**

2.1 Additional Transit Funding Agreement. The Parties agree that the Joint Interlocal Agreement for Additional Transit Funding, dated August 24, 2016, wherein the entities jointly agreed to the uses and distribution of the Additional Mass Transit Tax, shall terminate on June 30, 2021 and shall thereafter be of no further legal force or effect.

2.2 Distribution. Beginning on July 1, 2021, on a pro rata basis, the AMT shall be distributed as follows:

2.2.1 The City, County and District shall work in good faith with the Utah State Tax Commission (the "*Commission*") to determine the correct split of the proceeds from the Additional Mass Transit Tax and shall request direct distribution to each entity as set forth herein, if acceptable to the Commission. If the Commission does not agree to determine distribution based on point of sale, the County will on a monthly basis remit to the City all point of sale proceeds collected by the Commission and received by the County which are designated by location according to the Commission's sales tax location code #22030 (Park City). The Parties agree to review the split of the proceeds from the AMT with the Commission annually.

2.2.2 The City's share of the AMT, which shall be distributed to it by the County, shall be equal to the AMT generated at the point of sale within its incorporated boundaries.

2.2.3 The District's share of the AMT, which shall be distributed to it by the County, shall be equal to the AMT generated at the point of sale within the remaining incorporated areas and all unincorporated area.

2.3 Unallocated Fund Balance. As of December 31, 2020, the unallocated fund balance within the AMT fund was Three Million Ten Thousand Two Hundred and Twenty-Eight Dollars (\$3,010,228.00). The Parties shall submit to the County invoices (the "*AMT Invoices*"), and the County shall remit payment to the Parties, for transit expenses incurred before July 1, 2021 that are subject to payment under the terms of the Additional Transit Funding Agreement. It is anticipated that the Commission will remit to the County the sales tax proceeds of the AMT for the second quarter of 2021 no later than August 31, 2021 (the "*2nd Quarter Proceeds*"). Once all outstanding AMT Invoices are paid and the 2nd Quarter Proceeds are received, the County shall provide the Parties with an accounting of the final AMT unallocated fund balance (the "*Unallocated Fund Balance*"). On September 30, 2021, the County shall remit to the City Fifty and One Tenth Percent (50.1%) of the Unallocated Fund Balance.

2.4 Survival. The Parties agree that the distribution of the AMT in Subsection 2.2 applies during the term of this Agreement and continues as long as proceeds are generated from the AMT and collected by point of sale.

3. **Real Property Transfers.**

3.1 Kimball Junction Transit Center. City represents and warrants that it has not conveyed or encumbered title to the Kimball Junction Transit Center, Summit County, which is located on Tax Identification Parcel No. PCTC-6-X, 6490 N. Landmark Dr., Park City, Utah, approximately 3 acres (the "*Kimball Junction Transit Center*"). City hereby transfers all of its right, title, and interest in and to the Kimball Junction Transit Center,

subject only to that certain deed restriction referenced in the Quit Claim Deed recorded in the Office of the Summit County Recorder at Book 2069, Page 0329, and any required approvals by UDOT and the FTA, which City shall use good faith, best efforts to obtain promptly, and City shall convey the same by quitclaim deed to the District (the “*Kimball Quitclaim Deed*”).

3.2 Kimball Grant Assumption. City hereby assigns and transfers, and the District hereby assumes, all right, title, and interest in and to the FTA grant on the Kimball Junction Transit Center in accordance with all FTA rules and regulations, subject only to any required approval by UDOT and the FTA, which City shall use good faith, best efforts to obtain promptly (the “*Kimball Grant Assumption*”).

3.2.1 Kimball Junction Proterra Charger. The City will continue to own, maintain, and operate the Proterra Charger at the Kimball Junction Transit Center. The City shall have access to the Proterra Charger pursuant to Subsection 8.1. Such access shall not terminate until the District takes over operations of the Electric Xpress pursuant to Section 4 below. At that time, the City may remove the Proterra Charger at its discretion, but no later than one hundred eighty (180) days after the District assumes operations of the Electric Xpress.

3.2.2 UDOT Certification. On June 9, 2021, County requested the City seek a letter from the Utah Department of Transportation (“*UDOT*”) certifying that the City is in good standing and not in default on any FTA Grants pertaining to transit (the “*Certification Letter*”). City and County will request the Certification Letter and will work with UDOT in good faith to timely provide to the County and District the Certification Letter. In the event that City is found in default of any of the FTA Grants, the City shall use good faith, best efforts to cure such default within ninety (90) days of receipt of notice of default by UDOT or the FTA.

4. **Operation of the Park City Electric Xpress**. In order to provide for a seamless system of public transit between the Snyderville Basin and Park City, the Park City Electric Xpress shall be operated as follows:

4.1 Park City as Operator.

4.1.1 The City shall operate the Park City Electric Xpress within the Greater Park City Area as constituted as of July 1, 2021, which includes the Snyderville Basin of Summit County, Utah, until April 30, 2024. Until that date, the City shall be responsible for all operations and expenses of the Electric Xpress service.

4.1.2 Performance Standards. While the City is operating the Electric Xpress it will work in good faith to maintain current levels of service.

4.1.3 Major Changes. Before the City makes major changes to the operation of the Electric Xpress, the City will seek input from the District about the

changes. The City will share any input received from the District with the City Council, which may consider the changes in its sole discretion, and if so, such consideration shall be in an open and public meeting.

4.2 High Valley Transit District as Operator.

4.2.1 The District shall take over operations of the Park City Electric Xpress within the Greater Park City Area, which includes Park City, Utah, on May 1, 2024. After that date, the District shall be responsible for all operations and expenses, including fleet acquisition, of the Electric Xpress service.

4.2.2 Major Changes. Before the District makes major changes to the operation of the Electric Xpress, the District will seek input from the City about the changes. The District will share any input received from the City with the District's Board of Trustees, which may consider the changes in its sole discretion, and if so, such consideration shall be in an open and public meeting.

5. **Bus Rapid Transit.**

5.1 SR 224 BRT. The District shall be responsible for the costs and operations associated with the SR 224 BRT, which is expected to begin service once grant funding is awarded for this express purpose, all authorizations are received, and all necessary construction to implement such has been completed.

5.2 SR 248 EXPRESS. The City shall be responsible for the costs and operations associated with the SR 248 Express, which is expected to begin service no later than September 1, 2024.

6. **FTA 5311 Funds and Pandemic-Related Relief.**

6.1 New FTA 5311 Funds. Beginning July 1, 2021, the City and District shall each be responsible for the application and receipt of FTA 5311 funds to be received and allocated to their systems of public transit.

6.2 Pending FTA 5311 Funds. When received from UDOT, the City shall remit to the District any eligible County operating expenses, incurred prior to July 1, 2021, that the City requested for reimbursement from FTA 5311 funds for years 2019, 2020, and up to June 30, 2021.

6.3 Pandemic. Federal pandemic-related relief for public transit services shall be divided proportionally in a manner similar to the FTA 5311 funds between the City and District for any eligible County operating expenses incurred prior to July 1, 2021.

7. **SLC-SC Transit Agreement.** The Parties agree to send UTA a written notice of termination pursuant to Section 5 of the SLC-SC Transit Agreement (the "*Termination Notice*"), effective three (3) months from the date of receipt by UTA (the "*Transition*

Period”). Effective July 1, 2021, the City will have no further financial obligations for this service and the County or the District will assume all financial obligations for the continued operation of the service. During the Transition Period, the District may, but is not obligated to, negotiate a new agreement with UTA to provide the same, similar or different services.

7.1 Each Party agrees to indemnify, reimburse, defend and hold harmless each other Party from and against any and all liability resulting from, arising out of, relating to, or incurred by reason of the conduct of the City or the County with respect to the SLC-SC Transit Agreement.

8. **Consents and Licenses.**

8.1 During the Term of this Agreement or until the Parties have entered into the Franchise Agreement or Access Agreement (defined below), the Parties hereby grant to each other a non-exclusive license authorizing each of the Parties the right, privilege and authority to utilize each other’s Transit Facilities (defined below) without cost, and to utilize rights-of-way within the jurisdictional boundaries of the other Parties, for the provision of transit services to inhabitants of and visitors to Summit County, Utah, and to persons and corporations beyond Summit County. “*Transit Facilities*” means a transit station, depot, Proterra charger, passenger loading or unloading zone, parking lot, or bus shelter.

8.2 The Parties agree to work in good faith in negotiating and executing a three-party franchise agreement or access agreement (the “*Franchise Agreement or Access Agreement*”) no later than one (1) year before the beginning of SR 224 BRT operations identified in Subsection 5.1. Said agreement shall include the substance of Subsection 8.1.

9. **Reports, Maps, and Records.** The City will transfer in good faith reports, maps and records related to the operation of Park City Transit within unincorporated Summit County.

10. **Closing.** The closing of the transfer of the assets referenced herein (the “*Closing*”), will take place on a date and at a time and place mutually agreeable to the Parties, but in no event later than July 1, 2021.

10.1 **City Closing Deliverables.** At the Closing, City shall deliver the following:

10.1.1 Bill of Sale transferring title in the District Fleet Buses to the District. The Parties acknowledge that the Federal Transit Administration retains an ownership interest in grant-funded vehicles and facilities.

10.1.2 Kimball Quitclaim Deed, duly executed by the City, conveying all of its interests in the Kimball Junction Transit Center to the District. The Parties acknowledge that the Federal Transit Administration retains an ownership interest in grant-funded vehicles and facilities.

10.1.3 All documents necessary for the Kimball Grant Assumption.

10.1.4 Bill of Sale transferring title in the District UTA Buses to the District. The Parties acknowledge that the Federal Transit Administration retains an ownership interest in grant-funded vehicles and facilities.

10.2 Lease Agreements. City's delivery of the items in Subsections 10.1.1-10.1.4 is contingent upon receipt of any required approval by UDOT and the FTA. The Parties anticipate that approval may not be received until after June 30, 2021, and agree to immediately enter into separate agreements to allow District's use and control of the District Fleet Buses in Subsections 1.1.1.2-1.1.1.6 as well as the Kimball Junction Transit Center (the "*Lease Agreements*"). The Parties recognize the importance and mutual benefits of working cooperatively to quickly negotiate and enter into the Lease Agreements.

11. Representations and Warranties of the Parties. As an inducement to the Parties to enter into this Agreement, the Parties hereby represent as follows:

11.1 Representations and Warranties of City. City hereby represents and warrants as follows as of the date of this Agreement and remade as of the Closing:

11.1.1 Authority of City. City has full power and authority to enter into this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. The execution and delivery by City of this Agreement, the performance by City of its obligations hereunder, and the consummation by City of the transactions contemplated hereby have been duly authorized by requisite action of its governing board. This Agreement has been, and upon its execution will have been, duly executed and delivered by City; and, assuming due execution and delivery by all Parties hereto, this Agreement constitutes, and upon its execution will constitute, a legal, valid and binding obligation of City enforceable against City in accordance with its terms, except as may be affected by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors' rights generally or by rules of law governing specific performance, injunctive relief or other equitable principles (regardless of whether such principles are considered in a proceeding at law or in equity).

11.1.2 No Conflicts; Consents. The execution, delivery and performance by City of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the organizational documents of City; (b) conflict with or result in a violation or breach of any provision of any law, regulation or order applicable to City; and (c) result in any breach of, constitute a default (or an event that, with or without notice or lapse of time or both, would become a default) under any agreement or other instrument to which the City is a party or by which the City may be bound or affected.

11.1.3 No Liabilities. To City's knowledge, City has no liabilities of any nature arising out of the operation of Park City Transit, whether accrued, absolute, contingent or otherwise, whether known or unknown, which would prevent, hinder, modify, delay or challenge the transactions contemplated by this Agreement or cause the District or County to be liable therefor.

11.1.4 No Grants to Third Parties. To City's knowledge, City has not granted any rights to third parties or committed any act or omission that would impair or encumber any of the rights granted to District or County hereunder.

11.1.5 FTA Grants. To City's knowledge, in the exercise of reasonable prudence, City is in good standing and not in default on any FTA Grants pertaining to transit.

11.2 Representations and Warranties of County. County hereby represents and warrants as follows as of the date of this Agreement and remade as of the Closing:

11.2.1 Authority of County. County has full power and authority to enter into this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. The execution and delivery by the County of this Agreement, the performance by the County of its obligations hereunder, and the consummation by the County of the transactions contemplated hereby have been duly authorized by requisite action of its governing board. This Agreement has been, and upon its execution will have been, duly executed and delivered by the County; and, assuming due execution and delivery by all Parties hereto, this Agreement constitutes, and upon its execution will constitute, a legal, valid and binding obligation of the County enforceable against the County in accordance with its terms, except as may be affected by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors' rights generally or by rules of law governing specific performance, injunctive relief or other equitable principles (regardless of whether such principles are considered in a proceeding at law or in equity).

11.2.2 No Conflicts; Consents. The execution, delivery and performance by the County of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the organizational documents of the County; (b) conflict with or result in a violation or breach of any provision of any law, regulation or order applicable to the County; and (c) result in any breach of, constitute a default (or an event that, with or without notice or lapse of time or both, would become a default) under any agreement or other instrument to which the County is a party or by which the County may be bound or affected.

11.2.3 No Liabilities. To the County's knowledge, County has no liabilities of any nature arising out of the County's actions and responsibilities related to transit, whether accrued, absolute, contingent or otherwise, whether known or

unknown, which would prevent, hinder, modify, delay or challenge the transactions contemplated by this Agreement or cause the City or District to be liable therefor.

11.2.4 No Grants to Third Parties. To County's knowledge, County has not granted any rights to third parties or committed any act or omission that would impair or encumber any of the rights granted to District or City hereunder.

11.3 Representations and Warranties of District. District hereby represents and warrants as follows as of the date of this Agreement and remade as of the Closing:

11.3.1 Authority of District. District has full power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by the District of this Agreement, the performance by the District of its obligations hereunder and the consummation by the District of the transactions contemplated hereby have been duly authorized by requisite action of its governing board. This Agreement has been, and upon its execution will have been, duly executed and delivered by the District; and, assuming due execution and delivery by all Parties hereto, this Agreement constitutes, and upon its execution will constitute, a legal, valid and binding obligation of the District enforceable against the District in accordance with its terms, except as may be affected by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors' rights generally or by rules of law governing specific performance, injunctive relief or other equitable principles (regardless of whether such principles are considered in a proceeding at law or in equity).

11.3.2 No Conflicts; Consents. The execution, delivery and performance by the District of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the organizational documents of the District; (b) conflict with or result in a violation or breach of any provision of any law, regulation or order applicable to the District; and (c) result in any breach of, constitute a default (or an event that, with or without notice or lapse of time or both, would become a default) under any agreement or other instrument to which the District is a party or by which the District may be bound or affected.

11.3.3 No Liabilities. There are no actions pending or, to the District's knowledge, threatened that seek to prevent, hinder, modify, delay or challenge the transactions contemplated by this Agreement.

11.3.4 No Grants to Third Parties. To District's knowledge, District has not granted any rights to third parties or committed any act or omission that would impair or encumber any of the rights granted to City or County hereunder.

12. Liabilities and Indemnification.

12.1 Indemnity by City. City shall indemnify, reimburse, defend and hold harmless the County and District, and their officers, directors, trustees, employees, consultants and agents from and against and in respect of any and all demands, claims, actions, causes of action, judgments, assessments, taxes, fines, losses, damages, liabilities, interest, penalties, costs, and expenses, including, without limitation, reasonable legal fees, other professional fees and any disbursements incurred in connection therewith, (collectively "*Losses*"), suffered, incurred or sustained by any of them or to which any of them becomes subject, resulting from any breach of any representation, warranty, covenant, or agreement of the City contained in this Agreement or other instrument or document executed and delivered by the City pursuant hereto or thereto..

12.2 Indemnity by the County. The County shall indemnify, reimburse, defend, and hold harmless City and District, and their officers, directors, trustees, employees, consultants and agents from and against and in respect of any and all Losses suffered, incurred or sustained by any of them or to which any of them becomes subject, resulting from any breach of any representation, warranty, covenant, or agreement of the County contained in this Agreement or other instrument or document executed and delivered by the County pursuant hereto or thereto.

12.3 Indemnity by the District. The District shall indemnify, reimburse, defend, and hold harmless City and County, and their officers, directors, trustees, employees, consultants and agents from and against and in respect of any and all Losses suffered, incurred or sustained by any of them or to which any of them becomes subject, resulting from any breach of any representation, warranty, covenant, or agreement of the District contained in this Agreement or other instrument or document executed and delivered by the District pursuant hereto or thereto.

13. Governmental Immunity Act. Because all Parties are governmental entities under the Utah Governmental Immunity Act of Utah, Utah Code § 63G-7-101, *et. seq.*, as amended (the "*Act*"), each Party is responsible and liable for any wrongful acts or negligence committed by its own officers, employees, or agents and no Party waives any defense available to it under the Act.

14. Relief of Obligation. This Agreement does not in any way relieve any Party of any obligation or responsibility imposed upon it by law (Utah Code § 11-13-208).

15. Survivability. The provisions of this Agreement shall survive Closing.

16. Term. This Agreement shall be in effect until December 31, 2031, unless otherwise terminated by the Parties by mutual written agreement.

17. Miscellaneous Provisions.

17.1 No Assignment. No Party may assign its interest in this Agreement without the written consent of the other Parties.

17.2 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors-in-interest.

17.3 Inducement. The making and execution of this Agreement has not been induced by any representation, statement, warranty or agreement other than those herein expressed.

17.4 No Recourse. This Agreement shall not create or be deemed to create or permit any personal liability or obligation on the part of any direct or indirect officer, employee, or representative of the Parties.

17.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

17.6 Business Relationship. This Agreement does not acknowledge the existence of or establish a partnership, joint venture, or any other form of business relationship between the Parties other than as expressly set forth herein, and this Agreement is limited solely to the purposes and interests expressed herein.

17.7 Severability. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable, or unenforceable, such void, voidable or unenforceable term or provision shall not affect the enforceability of any other term or provision of this Agreement; and the Parties agree to attempt in good faith to reform such void or unenforceable provision to the extent necessary to render such provision enforceable and to carry out its original intent.

17.8 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by any Party or agents of any Party that are not contained in this Agreement shall be binding or valid. Alterations, extensions, supplements or modifications to the terms of this Agreement shall be agreed to in writing by the Parties, incorporated as amendments to this Agreement, and made a part hereof. To the extent of any conflict between the provisions of this Agreement and the provisions of any later agreements, the later agreements shall be controlling.

17.9 Construction. As used herein, all words in any gender shall be deemed to include the masculine, feminine or neuter, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.

17.10 Amendment. This Agreement cannot be altered or amended except pursuant to an instrument in writing executed by the Parties.

17.11 Force Majeure. Performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrections, strikes, lock-outs, floods, earthquakes, fires, casualties, acts of God, epidemics, quarantine, restrictions, inability (when the responsible Party is faultless) to secure necessary labor, materials, tools, acts or failure to act of any public or governmental agency or entity, or by any other reason not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, and in such event, the performance of such work or the doing of such act shall be excused for the period of the delay and the period of performance for any such work or the doing of any such act shall be extended for a period equivalent to the period of such delay.

17.12 Further Action. The Parties hereby agree to execute and deliver such additional documents and to take such further action as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.

17.13 Disputes.

17.13.1 Negotiation. Upon written notice of any dispute, the Parties shall attempt to resolve it promptly by good faith negotiation between the chief administrative officers of the Parties, who have authority to settle the dispute (the "*Negotiation*"). The Negotiation should be completed within thirty (30) days.

17.13.2 Mediation.

17.13.2.1 If the dispute has not been resolved by Negotiation in accordance with Section 17.13.1, then the Parties shall proceed to mediation unless the Parties at the time of the dispute agree to a different timeframe (the "*Mediation*"). A "Notice of Mediation" shall be served, signifying that the Negotiation was not successful and to commence the mediation process. The Parties shall agree on a mediator; however, if they cannot agree within fourteen (14) days, then each Party shall appoint a mediator, and together those two mediators will appoint a third mediator, who shall serve as the sole mediator of the dispute. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one full mediation day, before any Party has the option to withdraw from the process. The Parties may agree to continue the mediation process beyond one day, until there is a settlement agreement, or one Party or the mediator states that there is no reason to continue because of an impasse that cannot be overcome and sends a "Notice of Impasse." All reasonable efforts will be made to complete the Mediation within thirty (30) days of the first mediation session.

17.13.2.2 During the course of the Mediation, no Party can assert the failure to fully comply with Section 17.13.1, as a reason not to proceed or to delay the Mediation. The service of the Notice of Mediation shall stay the running of any applicable statute of limitations regarding the dispute until thirty (30) days after the Parties agree that the Mediation is concluded or the mediator or a Party issues a Notice of Impasse. Each side shall bear an equal share of the Mediation costs unless the Parties agree otherwise.

17.13.2.3 All communications, both written and oral, during the Negotiation and Mediation are confidential and shall be treated as settlement negotiations for purposes of applicable rules of evidence; however, documents generated in the ordinary course of business prior to the dispute, that would otherwise be discoverable, do not become confidential simply because they are used in the Negotiation and/or Mediation process.

17.13.2.4 The Mediation process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.

17.14 Notice. Any notice required or desired to be given pursuant to this Agreement or otherwise relating to this Agreement shall be in writing, addressed to the Party at the address listed below, and shall be deemed effective: (i) upon personal delivery or actual receipt thereof, or (ii) three (3) business days following deposit in the United States Mail, postage prepaid, certified mail, return receipt requested.

To: Summit County
Attn: County Manager
60 N. Main Street
P.O. Box 128
Coalville, Utah 84017

To: High Valley Transit District
Attn: General Manager
1885 W. Ute Blvd.
Park City, Utah 84098

To: Park City Municipal Corporation
Attn: City Manager
445 Marsac Avenue
P.O. Box 1480
Park City, Utah 84060-1480

Any Party hereto may change its address for the purpose of receiving notices as herein provided by serving written notice given in the manner aforesaid.

17.15. Applicable Law; Jurisdiction and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah. The Parties hereby consent to the jurisdiction and venue of the state courts located in Summit County, Utah.

17.16. Counterparts. This Agreement may be executed in counterparts and delivered by electronic transmission. Any signature on this Agreement transmitted by facsimile or electronically in PDF format or other electronic means (e.g., DocuSign) shall be deemed an original signature and may be used in lieu of the original for all purposes.

18. **Cooperation.** The Parties shall each designate a primary representative responsible for implementation of this Agreement. The Parties agree that their staff will confer in good faith and regularly exchange relevant information to continue collaborating on regional transportation and transit services.

19. **Data Feed (Ecker Hill Park and Ride).** Responsibility for the data feed to/from the Ecker Hill Park and Ride Lot shall be transferred to the District.

20. **Interlocal Cooperation Act Requirements.**

In satisfaction of the requirements of the Utah Interlocal Cooperation Act, the Parties agree as follows:

20.1 This Agreement shall be conditioned upon the approval and execution of this Agreement by the Parties pursuant to and in accordance with the provisions of the Utah Interlocal Cooperation Act ("*UICA*"), as set forth in Utah Code Title 11, Chapter 13, including the adoption of resolutions of approval, but only if such resolutions of the legislative bodies of the Parties are required by the UICA.

20.2 In accordance with the provisions of Utah Code § 11-13-202.5(3), this Agreement shall be submitted to the attorney authorized to represent each Party for review as to proper form and compliance with applicable law before this Agreement may take effect. In accordance with the provisions of Utah Code § 11-13-202.5(1)(b) and where applicable, this Agreement shall be submitted to the governing body authorized to approve this Agreement.

20.3 A duly executed copy of this Agreement shall be filed with the keeper of records of each Party, pursuant to Utah Code § 11-13-209.

20.4 No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the Mayor or chief executive officer of each Party.

20.5 No real or personal property shall be acquired jointly by the Parties as a result of this Agreement unless this Agreement has been amended to authorize such acquisition. To the extent that a Party acquires, holds, or disposes of any real or personal property for

use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

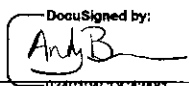
* * *

* * *

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates indicated by the signatures of the respective Parties.


Signed this 12 day of July, 2021.

PARK CITY MUNICIPAL
CORPORATION, a Utah municipal
corporation

DocuSigned by:


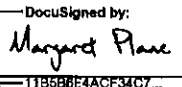
ANDY BEERMAN, Mayor

ATTEST:

DocuSigned by:


City Recorder, Deputy

Reviewed and found to be in proper form and compliance with applicable law:

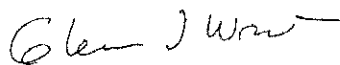
DocuSigned by:


Park City Attorney's Office

* * *

Signed this 10th day of July, 2021.

SUMMIT COUNTY, a political subdivision
of the State of Utah



Glenn Wright
Chair

Reviewed and found to be in proper form and compliance with applicable law:



David L. Thomas
Chief Civil Deputy

* * *

Signed this 10th day of July, 2021.

HIGH VALLEY TRANSIT DISTRICT, a
political subdivision of the State of Utah



Kim Carson
Chair

Reviewed and found to be in proper form and compliance with applicable law:



David L. Thomas
Chief Civil Deputy

Council Agenda Item Report

Meeting Date: February 16, 2023

Submitted by: Michelle Kellogg

Submitting Department: Planning

Item Type: Staff Report

Agenda Section: COMMUNICATIONS AND DISCLOSURES FROM
COUNCIL AND STAFF

Subject:

Land Management Code Amendments Prioritized by the Planning Commission for 2023

Suggested Action:

Attachments:

[Land Management Code Amendments Staff Report](#)

City Council Staff Communication



Subject: 2023 Land Management Code Amendments
Author: Rebecca Ward, Assistant Planning Director
Date: February 16, 2023
Type of Item: Informational

Summary

The Planning Commission conducted a series of work sessions in 2022 and identified and prioritized Land Management Code amendments for 2023. The Planning team is issuing a Request for Proposals for consultant services to assist with the 2023 amendments and anticipates bringing a contract for Council approval on March 23, 2023.

An update on the 2022 amendments completed and those that are in progress, as well as amendments prioritized by the Planning Commission for 2023 are outlined below.

Background

In a joint Planning Commission and City Council meeting held on March 15, 2022, LMC amendments prioritized for last year were outlined ([Staff Report](#); [Minutes](#)). These amendments have been completed or are in progress:

Adopted Ordinances – 2022

Pickleball – To proactively address requests for new outdoor pickleball courts in residential areas, on April 28, 2022, the City Council enacted [Ordinance No. 2022-08](#) to establish regulations ([Staff Report](#); [Minutes](#), p. 14).

Vibrancy Ordinance Updates – To further incentivize vibrant businesses in Old Town and to clarify Vibrancy Ordinance regulations, on May 26, 2022, the City Council enacted [Ordinance No. 2022-15](#) ([Staff Report](#); [Minutes](#), p. 14).

Compliance with State Code – On May 26, 2022, the City Council adopted [Ordinance No. 2022-16](#) outlining restrictions on architectural review of Single-Family and Duplex Dwellings, to update the appeals sections of the LMC, to update defined terms, and to make non-substantive corrections ([Staff Report](#); [Minutes](#), p. 15).

Planning Commissioner Qualifications – On September 1, 2022, the City Council enacted [Ordinance No. 2022-30](#), amending LMC Section 15-12-2 *Terms and Eligibility of Members to Outline Planning Commissioner Qualifications* to establish priority for at least one Planning Commissioner to be a land use professional, including but not limited to experience in construction, planning, architecture, or real estate development ([Staff Report](#); [Minutes](#), p. 22).

Fractional Use of Dwelling Units – Fractional use of condominium units in the form of Timeshares and Private Residence Clubs is not new to Park City. However, to address a new type of fractional use of Single-Family Dwellings and other Dwelling Units offered by companies like Pacaso, Sharetini, and Ember with some properties in primary resident areas, on October 27, 2022, the City Council enacted [Ordinance No. 2022-21](#) to direct Fractional Uses to limited commercial Zoning Districts ([Staff Report](#); [Minutes](#), p. 10).

Amendments in Progress

Water Wise Landscaping Updates

On September 23, 2021, the City Council directed the Planning team to evaluate improvements to the City's water wise landscaping regulations in preparation for a 2023 landscaping incentive program that will offer rebates for replacement of turf with water wise landscaping ([Minutes](#), p. 4). The Planning Commission conducted work sessions on April 27, 2022 ([Staff Report](#); [Minutes](#), p. 2), October 12, 2022 ([Staff Report](#); [Minutes](#), p. 12), and January 11, 2023 ([Staff Report](#); [Audio](#)).

The Planning Commission is scheduled to review modifications to the proposed water wise landscaping updates on February 8, 2023, with a possible recommendation for City Council's consideration on March 9, 2023 ([Staff Report](#)).

Timeshares, Private Residence Clubs, and Fractional Use of Dwelling Units

On October 27, 2022, the City Council directed staff to issue a pending ordinance prohibiting Timeshares, Private Residence Clubs, and Fractional Use of Dwelling Units in the General Commercial, Residential Development, and Residential Development Medium Zoning Districts, to conduct a study, and to recommend LMC amendments by April 27, 2023 ([Minutes](#), p. 10).

On January 11, 2023, the Planning Commission conducted an initial work session ([Staff Report](#); [Audio](#)). Community open houses are scheduled for Tuesday, February 7 from 5:00 – 6:00 PM at the Park City Library and Wednesday, February 8 from noon – 1:00 PM in Council Chambers at City Hall. A Planning Commission public hearing is scheduled for February 22, 2023, with a possible recommendation for City Council's consideration on March 23, 2023.

Temporary Winter Balcony Enclosure Pilot Program

In 2014, the City Council initiated a pilot program to allow temporary balcony enclosures on non-historic buildings on Main Street from November 15 – April 30, with a termination date of 2023. On January 7, 2016, the City Council adopted [Ordinance No. 16-01](#), amending LMC [Section 15-2.6-2 Uses](#) and [15-2.6-3\(E\) Lot and Site Requirements](#) to allow for temporary balcony enclosures on non-historic buildings in the Historic Commercial Business Zoning District. As a result, if the pilot program is to continue, no action is required – the LMC remains in effect. If the pilot program is discontinued, the LMC must be amended.

To gather input regarding whether the pilot program should continue or not, the Planning team scheduled work sessions with the Historic Preservation Board and Planning Commission. On September 7, 2022, the Historic Preservation Board expressed support for the continuation of the pilot program ([Staff Report](#); [Minutes](#), p. 2).

On October 12, 2022, the Planning Commission conducted a work session. The Commission was split, with some Commissioners wanting stronger design guidelines and enforcement, and others wanting to discontinue the pilot program ([Staff Report](#); [Minutes](#), p. 5).

On December 15, 2022, the City Council conducted a work session on the pilot program ([Staff Report](#); [Minutes](#), p. 2). Staff presented the Historic Preservation Board's favorable recommendation for continuation of the pilot program, and the Planning Commission's split input. The Council directed staff to take the temporary winter balcony enclosure pilot program back to the Historic Preservation Board and Planning Commission for continued review. Staff has tentatively scheduled this for the Historic Preservation Board on May 3, 2023, and Planning Commission on June 14, 2023.

Lot Combinations in Historic Districts – Laura Suesser and John Frontero, Liaisons

On December 7, 2022, the Historic Preservation Board conducted a preliminary work session on Lot Combinations in the Historic Districts ([Staff Report](#); [Minutes](#), p. 9). Public input was provided to the City Council as part of public comment for City business not scheduled on the agenda on December 8, 2022 ([Minutes](#), p. 5 – 6). As part of the Lot Combination review, the City Council recommended the Commission consider whether two units should be required to be retained on site when two full lots are combined into one, with one primary and one secondary like an Accessory Apartment with a potential affordable deed restriction requirement.

Prior to a Planning Commission work session, staff is gathering information on the number of vacant lots remaining in the Historic Districts, as well as conducting additional outreach with input from Planning Commission liaisons, property owners, architects, and community members. An initial work session is scheduled with the Planning Commission on May 10, 2023.

Accessory Uses in Master Planned Developments – Laura Suesser & Henry Sigg, Liaisons

On December 16, 2022, the Planning Commission conducted a work session on Support Commercial, Residential, Resort, and Resort Support Commercial Accessory Uses for which there are density bonuses allowed as part of a Master Planned Development ([Staff Report](#); [Minutes](#), p. 25). The Planning Commission provided initial input and is scheduled to conduct a second work session on February 8, 2023 ([Staff Report](#)).

Sensitive Land Overlay Updates – Bill Johnson & John Frontero, Liaisons

When the City annexed the Southeast Quinn's Junction acreage, it was annexed as part of the Sensitive Land Overlay. LMC amendments are required to establish designated Ridge Line Areas and Vantage Points for the newly annexed area. Additionally, updates to Ridge Line Areas and Vantage Points citywide are proposed, as well as potential comprehensive review of a Trails Master Plan for future trail development in the Sensitive Land Overlay. The Planning Commission also requested that steep slope standards citywide be evaluated. The Planning Commission conducted a work session on January 25, 2023 ([Staff Report](#); [Audio](#)), and is scheduled for another work session on March 22, 2023.

Parking and Driveway Regulations in the Historic Districts

A 2019 task force evaluated the permitting and review process for development in Park City and recommended clarifications to parking and driveway regulations in the Historic Districts, including whether parking spaces can be satisfied within setbacks. Proposed amendments will first be reviewed by the Historic Preservation Board, tentatively scheduled for March 1, 2023, with Planning Commission review on April 26, 2023.

Illustrations for LMC Chapter 15-13 *Design Guidelines for Historic Districts and Historic Sites* – Historic Preservation Board liaisons

In the fall of 2022, the City issued a Request for Proposals for consultant services to illustrate LMC [Chapter 15-13](#) *Design Guidelines for Historic Districts and Historic Sites*. Many qualified consultants responded to the request and the City is completing the review and selection process, which will go to City Council for final approval. Once the illustrations are complete, the proposed code illustrations will come before the Historic Preservation Board and Planning Commission, likely in the fall of 2023, for input and review with a possible recommendation to the City Council for potential adoption.

Secure Bicycle Parking Requirements – Sarah Hall & Christin Van Dine, Liaisons

LMC [Section 15-3-9](#) requires temporary bike storage for at least three bikes or 10% of the required parking, whichever is greater. Potential updates to this section of code, as well as the Conditional Use, Master Planned Development, and Affordable Master Planned Development sections, include increased bike parking facility requirements, requirements for indoor bike storage that can accommodate e-bikes and charging for residential developments, covered outdoor bike parking facilities, snow clearing and maintenance standards, infrastructure and multi-use path requirements, and bike repair stations. The Planning Commission is scheduled to review proposed amendments on February 22, 2023.

2023 Priorities Identified by the Planning Commission

On September 14, 2022, the Planning Commission conducted a work session on LMC amendments to prioritize for 2023 ([Staff Report](#); [Minutes](#), p. 11). The Planning Commission agreed to reserve time for each second Planning Commission meeting of

the month to review LMC amendments as the last agenda item, with LMC amendments scheduled for public hearings for the first and second meeting as they progress. The Planning Commission also appointed two liaisons for specific amendments.

On October 12, 2022, the Planning Commission reviewed the following topics they prioritized in the September 14, 2022 meeting and revised the assigned liaisons:

- Affordable Housing and Transfer of Development Rights
- Sustainability
- Improving Transit, Trail, and Active Transportation Connectivity
- Transportation Demand Management and Traffic Impact Studies

Additionally, the Planning Commission requested the following be added to the list:

- Review of Excavation Limits
- Evaluation of Steep Slope Standards Citywide (see Sensitive Land Overlay above)
- Conventional Chain Business and Vibrancy Ordinance Review
- Final Action Review ([Staff Report](#); [Minutes](#), p. 1)

The Planning, Housing, Transportation, and Sustainability Teams met with Planning Commission liaisons to outline details of the proposed amendments and to establish a draft schedule and prioritization. On January 25, 2023, the Planning Commission conducted a work session and reviewed the proposed schedule and amendments ([Staff Report](#); [Audio](#)), requesting that evaluation of Affordable Master Planned Developments, Final Action Review, and Conventional Chain Businesses and Vibrancy Ordinances be prioritized for review first. The 2023 amendments include the following:

Affordable Housing – Bill Johnson & John Kenworthy, Liaisons

Zoning Changes – Consistent with State-Wide Goals and the City’s 2022 Moderate Income Housing Plan Goal 2, Explore Rezoning Where Appropriate to Incentivize Affordable Housing Development

- City-owned parcels like Clark Ranch and Mine Bench have been identified by the City Council as potential areas for rezoning and affordable housing development. The Affordable Master Planned Development code is intended to incentivize affordable housing through infill projects, but alone may not provide the flexibility needed for development of affordable housing on acreage which is currently encumbered by restrictive zoning or a development agreement.
- Evaluate a potential rezoning process for City-owned parcels that have been identified as potential property for affordable housing development that allows for site-specific flexibility of design that achieves the City’s sustainability goals, but limits rezone proposals to ensure protection of critical open spaces and sensitive lands, including Ridge Line Areas, Steep Slopes, wetlands and streams, wildlife and wildlife habitat, and the Wildland Urban Interface, the Entry Corridor Protection Overlay, and the Frontage Protection Zone.

Affordable Master Planned Development Updates

- Reevaluate building height, allowable roof forms, and side and rear setbacks; consider requiring mechanical equipment limitations and setback requirements to reduce visual impacts.
- Consider an increase in allowable commercial square footage.
- Consider allowing market-rate nightly rentals when a project offers units affordable to those at 30 – 40% AMI.
- Hire a consultant to update [the 2019 Affordable Master Planned Development Code Audit Report](#) to reflect current market conditions and to evaluate the financial implications of additional commercial uses and allowing market-rate nightly rentals.
 - The Planning Commission is scheduled to conduct a work session to confirm the scope of requested consultant services for Affordable Master Planned Development report evaluation on February 8, 2023 ([Staff Report](#)).

Missing Middle Housing

- Evaluate potential incentives for the construction of affordable units ranging from triplexes up to 20,000 square feet.

Transit Oriented Development

- Identify opportunities to better align affordable housing development with transit plans with a potential overlay for those areas designated for Bus Rapid Transit stops with increased density and decreased parking for affordable units, market-rate units, and potential commercial uses.

Accessory Apartment Incentives – Pilot Program

- In May of 2020, a consultant completed [a memo on incentivizing Accessory Apartment development](#). In 2021, the City Council adopted [Ordinance No. 2021-51](#) implementing many of the suggestions of the memo, including:
 - Expanding where Accessory Apartments are allowed – they have been expanded to the Community Transition Zoning District (Park City Heights)
 - Reducing the minimum allowable size – they can now be as small as 280 square feet
 - Removing the requirement that the property owner must live on site
 - Allowing for the Single-Family Dwelling to be a Nightly Rental, but requiring that the Accessory Apartment be rented for at least 90 days
 - Removing the proximity cap that prohibited more than four Accessory Apartments within a 300-foot radius
 - Establishing an allowance for detached Accessory Apartments for lots 3,750 square feet or larger
- The 2020 memo also recommends financing programs to incentivize Accessory Apartments, as well as development of user-friendly manuals, process materials, workshops, and technical assistance resources, which may include pre-approved plans and prefabricated units for community members interested in Accessory Apartment development. There may be an opportunity to incentivize

development of Accessory Apartments through a pilot program.

Sustainability – John Frontero & Sarah Hall, Liaisons

The Sustainability team collaborated with Utah Clean Energy, Summit County, community stakeholders, building industry professionals, the resorts, affordable housing residents, and staff to complete the [Strategic Action Plan for Building Decarbonization in Park City and Summit County](#). In addition to net-zero incentives for new development, the action plan outlines time-of-listing, transparency, and performance standard programs, funding programs, and certification and recognition programs for those who take the lead with net-zero development, as well as strategies for equitable outcomes.

Category 1: Existing Building Retrofits	Time-of-listing Home Energy Score	Residential Rental Licensing & Energy Transparency Policy	Commercial & Multifamily Building Energy Performance Standard
Category 2: New Construction	Net-zero Stretch Code		Net-zero Incentives
Category 3: Finance	Utah Clean Energy Fund	Commercial Property Assessed Clean Energy (C-PACE)	Allocate a portion of PCMC's Municipal Energy Tax/Franchise Tax Revenue to support decarbonization work
Category 4: Community & Business Leader Engagement & Empowerment	Certification and Recognition Program for Decarbonization Leadership		Equitable Outcomes within Building & Community Decarbonization Efforts

The Sustainability team is implementing several programs outlined in the plan to incentivize net zero development and improve building efficiency, including:

- Adopting a Net-Zero Building Stretch Code
- Establishing a fund to incentivize decarbonizing new buildings and deep energy retrofits
- Reaching out to businesses on available building energy incentives and best practices
- Building networks and resources for the real estate community, including feasibility for a Home Energy Labeling Program
- Implementing a Commercial Building Energy Benchmark Program

The Sustainability team is scheduled to conduct a work session on a net zero building stretch code and supporting program, as well as initiatives for zero waste, Commercial and Multifamily Building Energy Performance Standards, and certification and

recognition programs for decarbonization projects, with the Planning Commission on March 8, 2023.

Additionally, outlined below are amendments for 2023:

Reevaluate EV Charging Station Conduit and Installation Requirements

- On November 19, 2020, the City Council enacted [Ordinance No. 2020-48](#), requiring projects to install EV Charging Station conduit for 20% of the first 100 required off-street parking spaces and EV Charging Station installations for 5% of the required parking spaces for the first 200 parking spaces. The first installation must be a dual port with one ADA accessible charging station.
- These amendments were based on [EV Charging Station network plans](#) in effect at that time. With new incentives to purchase EVs and increases in EV ownership, more conduit may be needed.
- Additionally, there may be opportunities to amend the LMC to allow for fast charging EV stations in certain Zoning Districts along main roads.

Prohibit Wood Burning Stoves

- The Summit County Code of Health [Section 1-12-13](#) and the Snyderville Basin [Section 10-4-2](#) prohibit wood burning stoves. The LMC could be amended to also prohibit wood burning stoves and retrofitting wood burning stoves could be incentivized with a potential rebate program.

Update Sustainability Requirements for Master Planned Developments

- The Planning Commission is required to find an MPD “incorporates best planning practices for sustainable development, including water conservation measures and energy efficient design and construction, per the Residential and Commercial Energy and Green Building program and codes adopted by the Park City Building Department in effect at the time of Application” (LMC [Section 15-6-6\(L\)](#)).
- While there are some limitations at the state level regarding municipal authority to require standards above and beyond the energy code adopted by the state, these criteria could be expanded with recommended net-zero performance standards, as well as requirements for energy usage, solar panels or green roofs, or other standards that reduce impacts.

Evaluate Solar Roof Panel and Renewable Energy Upgrade Incentives

- In 2019, the City Council adopted [Resolution No. 11-2019](#) *Approving Building Department Fee Waivers on New Renewable Energy Projects*. Building permit and site inspection fees are waived for new solar photovoltaic systems, on site battery storage, solar thermal, air, and ground source heat pumps, small-scale wind projects, and electric vehicle charging stations completed within City limits.
- Additionally, a list of available state and federal incentives available for energy upgrades, including solar roof installation, could be compiled.

Initiate Annual Awards for Projects that Achieve Net-Zero Standards

- Each year, the Historic Preservation Board [selects a project](#) that embodies the City's historic preservation values and honors the project with the Cindy Matsumoto Award. As part of the award, the Board commissions an artist to depict the winning project (the paintings of past winners are available for public viewing in the second-level hallway of City Hall). The Board also issues up to five plaques for outstanding projects. The Planning Commission could initiate a similar annual award that brings attention to and celebrates sustainable projects.

Improving Transit, Trail, and Active Transportation Connectivity – Christin Van Dine & Sarah Hall, Liaisons

LMC amendments to improve bike facilities and infrastructure are scheduled for Planning Commission review February 22, 2023.

Transportation Demand Management and Traffic Impact Studies – John Kenworthy & Laura Suesser, Liaisons

The Planning Commission requested standardized information on major intersections to provide a baseline for project reviews. The Engineering and Transportation teams are compiling this information.

Amending the LMC to require that applicants submit Transportation Demand Management (TDM) strategies as part of their development review allows for opportunities to reduce single-occupancy vehicles through parking management, multimodal options, transit access and infrastructure, potential car shares, and ongoing compliance and reporting.

Standardizing the requirements for Traffic Impact Studies will help both applicants and the City evaluate project proposals.

Conventional Chain Business and Vibrancy Ordinances – Christin Van Dine & Sarah Hall, Liaisons

The Planning Commission requested staff provide background on the Conventional Chain Business and Vibrancy Ordinances for new Planning Commissioners so the Commission could determine whether to prioritize updates for these regulations in 2023. On December 14, 2022, staff provided information in [a Staff Communication](#).

Staff also reached out to the Historic Park City Alliance (HPCA) for input. The HPCA discussed the Conventional Chain Business and Vibrancy Ordinances during their December 20, 2022 board meeting and provided the following:

The group did discuss this and the overall consensus is to keep as is. However they would suggest adding a variance during Sundance. Currently with all Chain slots being filled (on the top of Main), this prevents street level businesses from renting out business site during the event. With rent prices being so high, this creates a missed opportunity for businesses.

On January 25, 2023, the Planning Commission requested that the Conventional Chain Business and Vibrancy Ordinances be expedited for review. In a prior meeting, the City Council requested that if the Commission reevaluates this topic, that stakeholders be included in the review process. Staff will continue to coordinate with HPCA as the discussions move forward.

Review of Excavation Limits

The Planning Commission requested excavation limits be evaluated. The LMC requires that MPDs¹ and AMPDs² “be designed to minimize Grading and the need for large retaining structures” and that “[r]oads, utility lines, and Structures should be designed to work with the Existing Grade. Cuts and fills shall be minimized.” For properties within the Sensitive Land Overlay (SLO), there are limitations on excavation for slope protection.³ However, the Conditional Use Review does not include these criteria.⁴ The MPD, AMPD, and SLO criteria could be updated, and consideration of excavation limits could be added as part of the CUP review. The Planning Commission requested that this be included as part of the SLO discussion, scheduled for March 22, 2023.

Final Action Review – John Frontero & Sarah Hall, Liaisons

On September 14, 2022, the Planning Commission requested to evaluate planning application reviews to determine whether some reviewed by the Commission could be reviewed at a staff-level, and whether some that are reviewed by the Commission with a recommendation to City Council could be reviewed by the Commission for Final Action ([Minutes](#), p. 11).

On September 15, 2022, the City Council requested information regarding Final Action review. The Planning team provided [a Staff Communication](#) and [Exhibit](#) outlining case-by-case determinations. The Council requested the Planning Commission review and determine whether the authority, recommendations, and Final Action are appropriate and to recommend amendments if warranted ([Minutes](#), p. 8).

Department Review

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

¹ LMC [Section 15-6-5\(G\)](#)

² LMC [Section 15-6.1-11\(B\)](#)

³ LMC [Section 15-2.21-4\(A\)\(3\)](#)

⁴ LMC [Section 15-1-10\(E\)](#)

Council Agenda Item Report

Meeting Date: February 16, 2023

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section: CONSIDERATION OF MINUTES

Subject:

Consideration to Approve the City Council Meeting Minutes from January 12 and 24, 2023, and the Joint City Council and County Council Meeting Minutes from January 24, 2023

Suggested Action:

Attachments:

[January 12, 2023 Minutes](#)

[January 24, 2023 Minutes](#)

[January 24, 2023 Joint City and County Council Minutes](#)



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

January 12, 2023

The Council of Park City, Summit County, Utah, met in open meeting on January 12, 2023, at 3:00 p.m. in the City Council Chambers.

Council Member Doilney moved to close the meeting to discuss litigation at 3:03 p.m. Council Member Gerber seconded the motion.

RESULT: APPROVED

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

CLOSED SESSION

Council Member Dickey moved to adjourn from Closed Meeting at 3:44 p.m. Council Member Doilney seconded the motion.

RESULT: APPROVED

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

WORK SESSION

FY24 Budget Discussion:

Jed Briggs and Erik Daenitz, Budget Department, presented this item. Jason Glidden, Housing Development Manager discussed the Housing Fund and indicated the existing balance was \$25,456,539. He proposed allocating the funds into four categories: Asset Improvement and Maintenance, Asset Acquisition, Public/Private Partnerships, and Housing Programs. Daenitz stated he tried to estimate potential expenses on different projects in the past, but if expenses changed staff was required to go back to Council. This proposal would allow more flexibility since the allocations could be moved from category to category. Briggs noted the City could stretch the money by using public/private partnerships and he thought this was a strategic step that was good for the City.

Glidden stated much of the Housing funds were restricted for only affordable housing related projects. The Lite Deed Restriction program was not an affordable program so if Council wanted the program to continue, additional funds would need to be identified. Council Member Gerber asked if the \$1 million designated for the program would be depleted, to which Glidden affirmed and noted there was currently no ongoing funding for Housing. Council Member Gerber asked if the Lite Deed money would disappear in

1 FY 24. Glidden anticipated most of the Lite Deed money would be used in this fiscal
2 year, but what remained would be carried over to FY24. The Housing Fund would be
3 depleted in the next three to four years with the current planned projects. Briggs stated
4 the categories would be adopted as part of the budget.

5
6 Briggs referred to existing and new funding and financial tools. He reviewed the different
7 sources of revenue for capital projects and noted all the sales taxes except for
8 Transportation Sales Tax were not restricted unless previous Councils had set
9 restrictions for them to be used for certain purposes.

10
11 Council Member Doilney asked where the downtown infrastructure expenses were
12 located, to which Daenitz stated it went to sidewalks, Bob Wells Plaza, benches, and
13 pocket parks on Main Street, Swede Alley, and Rossie Hill. Briggs indicated the
14 allocated Additional Resort Sales Tax (ARST) revenue was a major funding source and
15 was restricted to affordable housing, downtown infrastructure, open space, and
16 Treasure Hill by the Council in 2012. He asked if the current Council was open to
17 reprioritizing the funding and noted Council could use cash as well as bond for future
18 projects.

19
20 Council Member Toly noted open space which included Treasure Hill used 57% of the
21 ARST revenue, and she asked if there was more open space the City wanted to
22 purchase in the future. Briggs indicated there weren't opportunities to purchase large
23 parcels, but there could be opportunities to purchase smaller parcels in the future.

24 Council Member Toly asked if the proposal was to switch the historical uses of
25 affordable housing, open space and downtown infrastructure for different categories in
26 the future. Daenitz stated those uses could still be considered, but he was asking if
27 Council wanted to open the fund so other projects could compete for the funds. He also
28 noted the cash that was not encumbered with debt could be used for other purposes if
29 Council approved. The majority of Council agreed to expand the uses for the revenue.

30
31 Council Member Toly asked how the City started assessing this tax. Daenitz reviewed it
32 was assessed for Old Town infrastructure and open space, and other capital projects
33 determined by Council. Council Member Toly was unsure if she was supportive of
34 expanding the uses. Council Member Gerber indicated expanding the use would not
35 mean downtown would no longer be funded. Council Member Dickey clarified that \$50
36 million in bonding capacity was available, to which Briggs stated \$50-\$75 million was
37 available for bonding in order to stay under the 65% debt cap on gross revenue
38 imposed by previous councils.

39
40 Council Member Gerber reviewed the Historic Park City Alliance (HPCA) was active in
41 promoting the ARST to have Old Town Infrastructure Study (OTIS) projects realized.
42 Some of the plazas and parks were not completed. She indicated that opening the
43 funds up for other uses didn't mean the OTIS projects would not be funded. Council
44 Member Toly wanted to make sure that the tax was used for what it was intended for.

1 Daenitz read the Transient Room Tax (TRT) resolution and stated it was more specific
2 in the authorizing language. It was intended to develop property in the Arts and Culture
3 District to support the intended use of arts and culture. He indicated the language was
4 Council imposed and the resolution could be amended if Council chose to do so. He
5 stated this tax revenue had grown a lot since 2020, and was now almost double. One
6 option was to leave it, and another option was to bond against those funds. These funds
7 could be used for the Bonanza District. He asked if Council was open to using the funds
8 for additional purposes. Council Member Dickey approved of using it, but wanted to see
9 the future of this district defined before allocating funds. Council Member Doilney
10 agreed a plan was needed for that area before debt was discussed. He wanted to build
11 a fund balance in the meantime. Council Member Rubell supported using the funds for
12 additional purposes to give flexibility for other projects. Then Council could decide which
13 fund to spend on projects. Mayor Worel reviewed the history of the TRT and stated it
14 was imposed for the Arts and Culture District. She felt the funds should be left alone
15 until a decision regarding the district was made. Council Member Gerber agreed that
16 was the intent, but noted that area met a lot of Council's critical priorities and funds
17 could be spent to advance those efforts.

18
19 Dias stated the TRT had been set aside since 2017 and was only used for the Arts and
20 Culture District development. He asked if Council wanted projects to compete for the
21 funding upfront, or continue to keep it in reserve until decisions were made from the
22 feasibility study. Council Member Toly wanted to study this tax as well before deciding
23 on expanding its use. Council Member Dickey didn't think the City would use both the
24 ARST and TRT funds to bond for \$50 million this year and he asked to see the budget
25 before looking at this funding. Daenitz stated managers would be presenting proposed
26 projects that weren't fully funded. Expanding the use of these revenues would give the
27 Council options to approve those projects. Dias summarized there was consensus to
28 open the ARST up with Council Member Toly requesting additional information. On the
29 TRT question, the result was to set the funds aside for now with the knowledge that it
30 was there if needed.

31
32 Daenitz reviewed a chart breaking down the debt by amount and the associated payoff
33 dates. He stated in 2020, the City bonded with record low interest rates. There was a
34 significant spike in interest rates in FY 2023, but inflation was slowing. He cautioned the
35 outlook for interest rates concerned global events. He believed that bond rates would
36 drop between now and this summer. They would not be favorable in the summer, but
37 could drop again next winter.

38
39 Briggs reviewed there was no need to raise sales tax. Council Member Gerber asked
40 how sales tax revenue would be affected if there was a recession. Daenitz stated it was
41 negative, but since the City revenues had grown so large the recession would have to
42 be significant to affect the City. Briggs indicated the 65% debt cap was set specifically
43 for cases of recession. Council Member Dickey thought today's interest rates were
44 acceptable. Council Member Rubell was fine if Budget explored the possibility of

1 bonding, but he wouldn't want to bond until Council knew what it was for. He also
2 wanted to see how much free cash the City had before bonding. Council Member
3 Doilney thought Council would get more clarity at the retreat, but Council was open to
4 the conversation when the need arose. Briggs stated he could explore the opportunities
5 and keep it on the table, but the City wouldn't just bond without a reason.

6
7 Briggs reviewed another financing tool was increasing property taxes. Council could
8 raise the tax through a Truth in Taxation process. A bond would be issued for operating
9 or capital projects and paid for with the increased property tax revenue. He noted
10 property tax was a stable revenue source compared to sales tax revenue. He indicated
11 Park City had not increased property taxes in 40 years. Mayor Worel and Council
12 Members Rubell, Dickey and Toly were not interested in increasing property taxes.
13 Council Member Doilney stated it depended on what the tax would be used for, but he
14 was open to the conversation. Council Member Gerber agreed, but she needed to see a
15 project that was a better fit for property tax revenue.

16
17 Briggs stated there were different development-linked financing tools. The City had a
18 Redevelopment Agency (RDA). He explained how it functioned. A district would take a
19 tax increment from the area and that would be used to develop something else in the
20 area. A taxing entity committee would be formed and they would vote to authorize
21 projects. The RDA had transitioned to Community Reinvestment Agencies (CRA). The
22 CRA needed to get interlocal agreements with other entities in a district so that made
23 the process a little harder. A Public Improvement District (PID) was a different political
24 subdivision. They were adopted with the City budget although it was a separate entity.
25 Council would authorize the PID, but it would be governed by a separate board made
26 up of the district. Council Member Doilney asked if the tax on the region was a forever
27 tax. Daenitz stated the tax increase would go away when the debt was paid. Daenitz
28 related the City's assessed taxes were \$13 million, so every improvement would mean
29 more tax revenue for the City. Council Member Rubell asked if the PID tax increase
30 would be added to the district's property tax, to which Daenitz affirmed. Council Member
31 Rubell expressed concern voters could be unlikely to approve bond initiatives if too
32 many taxes were placed on them.

33
34 **Bus Rapid Transit Update by Caroline Rodriguez, High Valley Transit District**
35 **Executive Director:**

36 Caroline Rodriguez showed a video reviewing the history of bus rapid transit. She
37 stated the cost of the project was \$62 million and \$55.5 million in grants had been
38 received. A lot of work had been done on the south side terminus and it was decided
39 the route would terminate at the Old Town Transit Center. There would be ongoing
40 outreach during the design process. She was grateful for the Park City Transit team and
41 their work on this.

42
43 Council Member Rubell asked what historic structures would be impacted. Rodriguez
44 stated she would check on where those structures were located. Council Member

Rubell asked if the existing right-of-way would be extended, to which Rodriguez stated no, but there would be widening within the designated right-of-way. They would work to leave natural vegetation in place. Council Member Rubell asked if the City had a say in determining the design, to which Rodriguez affirmed. Council Member Rubell stated the shoulders had snow now and asked where future snow would be moved. Rodriguez indicated the State was working on that now.

REGULAR MEETING

I. ROLL CALL

Attendee Name	Status
Mayor Nann Worel Council Member Ryan Dickey Council Member Max Doilney Council Member Becca Gerber Council Member Jeremy Rubell Council Member Tana Toly Matt Dias, City Manager Margaret Plane, City Attorney Michelle Kellogg, City Recorder	Present
None	Absent

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments:

Council Member Gerber indicated she rode along with Public Works staff as they plowed snow and she stated there were trashcans in the street. She noted the streets were narrow and she wondered what the ordinance stated requiring the removal of cans and cars during snow removal. Dias stated the City worked closely with Republic Services. Council Member Toly stated many homes in Old Town didn't have garages and the street was the only place to park.

Council Member Dickey attended Recycle Utah's Green Business Awards night, and he congratulated the other entities that received the award.

Council Member Rubell stated the Mental Health Special Service Contract RFP was out and he was asked about the amount, since there were conflicting amounts. Dias stated \$120,000 was available, but \$60,000 went to Communities that Care as part of a federal grant match awarded to Park City and Summit County. For this year only, there would be \$60,000 for the second tranche of mental health funding. Moving forward, the entire \$120,000 would be available and issued through an RFP. Council Member Rubell asked for a report explaining the authorization for those funds.

Mayor Worel noted she also rode in a snowplow and she cautioned drivers not to pass the plows.

Staff Communications Reports:

1. Police Department Community Outreach Efforts:

2. Administration of Public Bodies:

3. Bonanza Small Area Plan and Arts and Culture Feasibility Study Update:

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

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

IV. CONSENT AGENDA

1. Request to Authorize the City Manager to Execute a Professional Service Agreement, in a Form Approved by the City Attorney, with Brightly to Facilitate a Facility Condition Assessment and Provide Asset Management Software, for a One-Year term, to the Ice Arena, Not to Exceed \$40,334.13:

2. Request to Approve Type 2 Convention Sales Licenses for Operation during the 2023 Sundance Film Festival:

3. Request to Approve Special Event Temporary Alcoholic Beverage Licenses during the 2023 Sundance Film Festival:

4. Request to Authorize the City Manager to Execute the First Addendum to the Professional Services Agreement, in a Form Approved by the City Attorney with EFG Consulting, to Complete the Business License Fee Study in an Amount Note to Exceed \$34,850:

5. Request to Approve an Amendment to the 2023 Sundance Film Festival Supplemental Plan, Allowing Park City Historical Society to Sub-Lease City Property at 528 Main Street for Lyft, an Official Sundance Sponsor:

Council Member Rubell moved to approve the Consent Agenda. Council Member Gerber seconded the motion.

RESULT: APPROVED

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

V. NEW BUSINESS

1. Consideration to Adopt an Interlocal Agreement to Authorize the Wasatch Back Rural Planning Organization (RPO):

Carl Miller, Summit County Transportation Planning Director, and Bob Allen, Mountainland Association of Governments (MAG) Senior Planner, presented this item. Allen stated the RPO was a voluntary organization that coordinated what UDOT did for the metropolitan planning organization (MPO). He noted MAG felt it was time Summit County had an RPO. During discussions, it was decided to include both Summit and Wasatch Counties. He asked Council if they wanted to be part of the organization. As a group, they would look at transportation solutions over the next 30 years as the area grew. The RPO process was a forum that allowed communities to come together to discuss their transportation needs. This RPO would operate with a membership from each entity and each entity would have one vote. There would be a technical advisory committee that would review proposed projects and determine if they would come before the board. The plan would be needs-based and the members would meet quarterly. He noted the mayor would likely be the one attending the meetings.

Mayor Worel asked if there were fees and how they would be assessed. Allen stated Summit County would be assessed \$10,000 with Park City's portion being \$2,018 and they would be paid through MAG dues. Council Member Gerber asked if the organization was only for transportation planning since it said RPTO. Allen stated the primary purpose would be transportation. Council Member Rubell asked for a holistic review of all the regional organizations Park City was a part of. He thought there could be some overlap. Council Member Dickey asked if the needs-based plans were budget based. Allen stated they would put together a list of projects needed for the next 10 years. Then the list would be given to UDOT and UDOT would fiscally constrain the list. That would help determine when there would be money to construct the project.

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

Council Member Gerber moved to adopt an interlocal agreement to authorize the Wasatch Back Rural Planning Organization. Council Member Toly seconded the motion.

RESULT: APPROVED

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

2. Consideration to Approve Ordinance 2023-02, an Ordinance Granting an Electric Utility Franchise to Rocky Mountain Power (RMP):

Luke Cartin, Environmental Sustainability Manager, and Lisa Romney, RMP Director of Regional Business Management, presented this item. Cartin stated the previous RMP franchise agreement was made in 1972. This franchise agreement would be for five years with three two-year renewals. It would comply with local ordinances and permitting. He noted if RMP damaged something during their construction, they would restore or replace the damaged lines. They would trim vegetation near the lines as well. They would collect the Municipal Energy Sales and Use Tax and give it to the City.

Council Member Rubell asked if compliance would be required after the emergency repair. Cartin stated in an emergency, compliance was still required, but they would not need to pull a permit before fixing the problem. Romney stated a permit would still be obtained after the emergency repair was made. Council Member Rubell asked if the City received a portion of the franchise fee, to which Cartin affirmed. Council Member Rubell requested a discussion on what the fee could go for during the budget process. He asked if the Council would be informed on underground lines versus the overhead lines. Cartin stated RMP was undergrounding wires in wildfire areas. The City looked at moving wires underground in other areas as well. They looked at sub-neighborhoods for moving all distribution lines underground. Council Member Rubell noted the City could ask to pay the difference to put the wires underground near an existing RMP project. Romney noted most of the City was a wildfire risk and the lines were being moved underground, but a cost differential could be given to move lines in the non-risk areas.

Council Member Rubell asked to see the utility line overlay and have a discussion on funding underground distribution. The Council agreed to have a future discussion. Council Member Dickey asked if the City would be informed of the upcoming projects to coordinate additional work. Cartin stated projects weren't looked at on a neighborhood scale. They could highlight risks and ask RMP to add nearby areas to the current project. Council Member Toly asked to see a map of underground lines versus overhead lines. Cartin stated underground wires ran from Maverik to Highway 40 and above ground wires ran from Bonanza to City Hall. Romney stated RMP had system maps, but they were not generally released.

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

Council Member Rubell moved to approve Ordinance 2023-02, an ordinance granting an electric utility franchise to Rocky Mountain Power. Council Member Gerber seconded the motion.

RESULT: APPROVED

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

3. Consideration to Accept a Public Art Donation, Our Elk Herd, by Artist Bland Hoke, from Save People Save Wildlife (SPSW):

Jenny Diersen, Public Art Advisory Board (PAAB) Liaison, and Lorelei Holmes, SPSW, presented this item. Diersen indicated Council needed to approve all public art. A few months ago, SPSW came to Council to request putting a silhouette of elk at the McPolin Barn. This request went to the PAAB and they provided a unanimous recommendation to approve the art. Since this was a donation, SPSW pledged to pay up to \$800 for installation costs. Holmes stated this was site specific art and noted this would be a benefit to drivers and would help improve safety for people and wildlife.

Mayor Worel opened the public input.

Bill Ciraco stated his Aspen Springs community discussed protecting wildlife and he supported this art.

Mayor Worel closed the public input.

Council Member Doilney moved to accept a public art donation, Our Elk Herd, by Artist Bland Hoke, from Save People Save Wildlife. Council Member Toly seconded the motion.

RESULT: APPROVED

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

4. Consideration to Accept a Donation of 2.5 Tons of Daly West Headframe Steel from the Friends of Ski Mountain Mining History and Commission a Public Art Sculpture Estimated to Cost \$60,000 from the Public Art Fund:

Jenny Diersen, Public Art Advisory Board (PAAB) Liaison, and Sandy Bromley, Friends of Ski Mountain Mining History, presented this item. Diersen reviewed that after the Daly West Headframe preservation project was completed, the group approached PAAB and offered some of the steel to create a piece of public art. This was appealing for not only recycling historic materials, but it also aligned with the City's sustainability goals and connected art with the community and from the City's mining history legacy.

Diersen reviewed the history of the headframe and its preservation. The Friends brought an art proposal to PAAB and the board agreed to do one project with the steel. The PAAB thought this piece of art could be placed on the Prospector Rail Trail. They talked with Summit Land Conservancy and got approval and they made a recommendation to place it there. If Council approved, staff would proceed with an RFP for the art.

Bromley stated this was a celebration of pride. He reviewed the restoration of the headframe and noted it was a memorial to those who died working there.

Council Member Gerber asked where the steel was being stored, to which Bromley stated it was stored at the Ontario Bench property with the permission of Matt Dias.

Mayor Worel opened the public input.

Bill Ciraco indicated he and Bromley took a descendent of a miner up to the Jupiter site and explored the area. He thought it was appropriate using the metal to build a work of art.

Mayor Worel closed the public input.

Council Member Toly moved to accept a donation of 2.5 tons of Daly West Headframe steel from the Friends of Ski Mountain Mining History and commission a public art sculpture estimated to cost \$60,000 from the Public Art Fund. Council Member Gerber seconded the motion.

RESULT: APPROVED

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

5. Consideration to Approve Resolution 01-2023, a Resolution Approving City Council Rules of Order and Procedure:

Linda Jager, Community Engagement Manager, presented this item and stated this resolution had not been updated since 2012. This update included the new hybrid meeting format. She noted the Mayor could impose a three minute time limit on public comments. A video on rules and order during public comment would be shown prior to the meeting to educate attendees. Jager displayed the video for Council to preview.

Council Member Rubell asked if a person giving public comment could give their general address so Council knew where they lived. He thought it would help to know where the feedback came from. Michelle Kellogg, City Recorder, stated the zip code was requested on the sign in sheet next to the commenter's name. Council Members Rubell and Doilney liked the idea of stating their zip code. Council Member Dickey didn't want people who lived in 84098 to feel like Council didn't care about them. Council Member Toly stated business owners didn't live here but had businesses here. Council Member Gerber added some workforce didn't live here but worked here. Kellogg stated she could create a sign for commenters to state their name and zip code. There was consensus to get more information on commenters.

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

Council Member Toly wanted the videos to encourage public comment and not limit it.

Council Member Toly moved to approve Resolution 01-2023, a resolution approving City Council Rules of Order and Procedure. Council Member Dickey seconded the motion.

RESULT: APPROVED

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

VI. OLD BUSINESS

1. Discuss Construction Mitigation Efforts:

Dave Thacker, Cassandra Courtillet, Ben Henrie, and Stephen Anderson, Building Department, presented this item. Henrie reviewed 84% of code enforcement was construction related. Requiring a Construction Mitigation Plan (CMP) was the City's approach to controlling the construction process. He indicated CMPs helped balance construction and Park City's way of life.

Courtillet discussed the hours of operation and indicated the hours would be reduced by two hours. During holidays, construction would be prohibited on the Friday and Monday closest to the holiday. Prohibited days also applied to Sundance Film Festival and Arts Fest.

Anderson discussed parking plans and proposed no street parking in Old Town. Deliveries would only be allowed during working hours. Traffic flaggers would be required when traffic flow was impeded. They would have to provide proof of traffic mitigation training as well as have high visibility clothing and proper signage. For partial road closures, they would need to apply five days in advance and have a permit on site. Another proposal was requiring a truck route for dump truck deliveries.

Thacker stated outreach was done in neighborhoods where complaints were high to determine what elements the neighbors would like to see. He also discussed talks with internal stakeholders. He wanted to get direction from Council and then take it to the Park City Area Home Builders Association. He also wanted to have some additional enforcement tools to work with. He noted code enforcement issued 10-15 stop work orders per week. He wanted them to be able to issue infractions. This would be used for things like a road closure without a permit. He also wanted to increase fees for CMP violations.

Mayor Worel asked if the City's software allowed residents to type in an address to see what the CMP was. Thacker stated that was a need. He also thought his team needed to have better construction signage through QR codes. Mayor Worel asked how neighbors would know if construction on their street was in compliance. Thacker acknowledged that was a problem.

1 Council Member Doilney asked what would happen if a plumber or electrician was
2 called out versus someone working on a site. Thacker stated the CMP had provisions
3 for emergency work. Council Member Doilney asked who the best person was to call
4 the City, the property owner or the contractor. Thacker stated the property owner was
5 ultimately responsible for their property. Council Member Doilney thought that
6 information should get clearly communicated.

7
8 Council Member Gerber asked if there were as many complaints about the hours of
9 operation in the winter as there were in the summer. Thacker stated he didn't have data
10 on that, but there was the issue of light. He also noted school was in session during
11 winter months. Council Member Gerber asked if inside work could continue after hours.
12 Thacker stated painting, cabinet installation, and floor installation were allowed. Council
13 Member Gerber asked if companies could apply for exemptions to the restricted hours,
14 to which Thacker affirmed. Council Member Gerber asked how restricting hours would
15 affect or delay a project. Thacker stated that was hard to answer since there were so
16 many variables to a project. He indicated the larger sites had union employees and they
17 had specific start and stop hours.

18
19 Council Member Toly asked if music noise could be regulated. Thacker stated the noise
20 restrictions were related to construction equipment but loud music could be enforced as
21 well. Council Member Toly thought the most problems happened when there were three
22 or four projects going on in the same block. Thacker stated they were looking into
23 controlling these blocks, especially on narrow streets. Council Member Toly asked if
24 compliance officers would come out on City holidays. Thacker stated code enforcement
25 didn't work holidays, but they worked closely with Police and/or the Fire Marshall.
26 Henrie noted they were in contact with police officers and communicated with them on
27 holidays.

28
29 Council Member Dickey indicated it was more expensive to have construction projects
30 in Park City than in Salt Lake Valley, which he considered a Park City tax. The residents
31 got more peaceful holidays, but the restrictions increased project time and costs.
32 Thacker agreed but noted he didn't see a lot of construction employees working later
33 hours.

34
35 Council Member Rubell was pleased with the proposals. Matt Dias stated this was a
36 perpetual balancing act with protecting the neighborhoods as people were constructing
37 or remodeling. Through the years, the City had evolved between lightening the
38 restrictions and increasing them and he thought that process would continue.

39
40 Mayor Worel opened the public input.

41
42 Deb Rentfrow favored increasing the fines. She asked if the City could rate contractors
43 based on violations. Then the City could use that rating system when contractors came
44 for permits and the City could scrutinize repeat violators. She related a street closure

1 where vehicles could not get to the condos. There were also idling construction
2 vehicles. She also supported posting building permits. She agreed having too many
3 projects on a street needed to be addressed.

4
5 Mayor Worel closed the public input.

6
7 Thacker summarized he received direction and he would continue working on this and
8 bring back an ordinance at a future meeting.

9
10 **VII. ADJOURNMENT**

11
12 With no further business, the meeting was adjourned.

13
14
15

Michelle Kellogg, City Recorder



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

January 24, 2023

The Council of Park City, Summit County, Utah, met in open meeting on January 24, 2023, at 3:30 p.m. in the City Council Chambers.

Council Member Gerber moved to close the meeting to discuss property and advice of counsel at 3:34 p.m. Council Member Toly seconded the motion.

RESULT: APPROVED

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

CLOSED SESSION

Council Member Dickey moved to adjourn from Closed Meeting at 4:49 p.m. Council Member Toly seconded the motion.

RESULT: APPROVED

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

Council Member Rubell was excused at 4:50 p.m.

WORK SESSION

Discuss Landscaping Incentive Program for 2023:

Jason Christensen, Water Resources Manager, stated that the snow-tell graph of Thayne's Canyon illustrated 22 inches of available water, which was better than the last three years prior. Park City provided a robust conservation program that had seen annual reductions in water demand on a per-connection basis. He outlined three conservation efforts currently underway. First was a modification of the fee structure to enhance water conservation messaging. The second was a rebate incentive item that was designed to help customers fund Water Wise landscaping improvements. The third was an update to the Land Management Code (LMC) to provide guidelines for Water Wise landscaping. He described a landscaping incentive as the City offering a cash incentive per square foot of existing turf removed and replaced with water-wise landscaping. The goal of this program was to reduce community water demand overall and better match the landscaping with anticipated climate change, as well as community and sustainability values.

Christensen noted the term “low-water plants” would be replaced with “water-wise landscaping,” as defined in the LMC. Staff proposed \$2.00 per square foot of turf removed and replaced with water-wise landscaping. He indicated \$200,000 would be available at launch through June 30th, 2023, and he anticipated that it would be an ongoing program that would be funded through the 2024 budget process. Staff proposed there would be a 50% vegetative cover requirement. He stated the proposal capped the coverage at \$10,000 per single-family residential account and \$50,000 max for commercial, multi-family, and irrigation accounts.

Christensen illustrated the following: Option One - 50% vegetative coverage, with plantings found by staff to fit the Water Wise definition, with no defined plant list. Option Two - 50% vegetative coverage, requiring plant species identified in LMC Section 14-1-5 as low water use. Option Three - 50% vegetative coverage, requiring plant species identified in PCMC 14-1-5 as both Fire Wise and low water use.

Christensen stated that policy questions for input regarding the options above would include Option One: Water Wise does not have a required list of plants, Option Two: Council could limit vegetative coverage of those plants to certain plants, Option Three: identifies plants that are both Water Wise and Fire Wise.

Council Member Rubell left his thoughts with Christensen before the Council meeting and said that Fire Wise/Water Wise would be a good pilot option. He further stated that he supported forward movement on the project and additionally supported being as restrictive as Council needed to be.

Council Member Toly asked if the \$200,000 allocation would be depleted if four commercial businesses applied, to which Christensen affirmed and furthered that the budget rollover could potentially add another \$200,000 to make it \$400,000 next year. Council Member Toly asked what the selection process would look like for applicants. Christensen stated that the first individual or business to complete and finalize all applications would take priority.

Council Member Gerber asked if there could be another solution, Option Two and a Half: The full, low water, Fire Wise option would get \$2 per square foot, and low water-only would receive \$1 per square foot. Christensen stated that could be a possibility. Council Member Dickey asked if the rebate would be against the applicant’s water bill or if it would be a payment. Christensen stated that it would be a payment, and explained a check would be cut to the customers who qualified under this program. Council Member Dickey asked what staff was reviewing the applications against. Christensen stated that they were reviewing it for LMC compliance. The Public Utilities Department would also review it for square footage and other program requirements. Council Member Dickey supported Option Three.

Council Member Toly inquired if the Public Utilities Department had enough field resources or if additional staff would be needed for this project. Christensen did not anticipate needing to hire additional staff. Council Member Toly supported Option Three and Option Two and a Half.

Council Member Doilney favored Option Three. Council Member Gerber supported Option Three or a combination of options.

Christensen indicated he and his staff would launch Option Three this spring. They would coordinate community outreach with the Communications team and move forward with the FY24 budget policy allowing staff to authorize payments up to \$50,000.

REGULAR MEETING

I. ROLL CALL

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

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments:

Council Member Toly, as Library Liaison, encouraged Council Members to share their favorite books to display at the Park City Library. She continued that a wonderful time was had at Leadership Day at the Capitol.

Council Member Doilney commented that the Legislative session had begun and encouraged the public to pay attention to bills that might impact the community.

Council Member Gerber thanked staff for all their hard work throughout Sundance.

Mayor Worel mentioned that online participants expressed frustrations with certain aspects of the platform used for participation at Council Meetings. City Attorney Margaret Plane clarified that the Zoom platform offered two options: meetings and webinars. In a meeting, all participants had the ability to mute and unmute informally.

Conversely, a webinar could be run more efficiently by promoting people and allowing constituents to give public comments at the appropriate time. Zoom did not offer a hybrid option between meetings; therefore, the current webinar option would remain in effect.

Staff Communications Reports:

1. Council Requested Discussion Topics:

2. Health Benefits and Compensation FY24:

3. Park City Municipal FY22 Nonprofit Support:

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

Mayor Worel introduced the public comment video for viewing. She highlighted the guidelines identified from the video: Please sign in. Stay on topic. Please be brief. The recommendation for comment is three minutes or less. Be respectful. Join virtually via Zoom.

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

Kris Campbell, LGBTQ+ Taskforce Leadership Team, commented on some of the current controversial bills in the State Legislature. Campbell asked Council to consider issuing a joint statement with the taskforce and utilizing social equity lobbyists to oppose the anti-transgender bills.

Joe Urankar, LGBTQ+ Taskforce Leadership Team, implored the Council to issue a joint statement and direct its lobbyists to monitor controversial bills.

Virginia Solomon, LGBTQ+ Taskforce Leadership Team, supported the public comment regarding the anti-transgender bills in the Legislature. Senate Bill (SB)-16, SB-93, SB-100, House Bill (HB)-228, and HB-132 were bills that advocated against the LGBTQ+ community and the leadership team sought help from Council to oppose them.

Diego Zegarra, LGBTQ+ Taskforce member, echoed the leadership team's sentiments in prior public comments. Zegarra stated that anti-transgender and anti-gay legislation could impact large-scale events like the Sundance Film Festival or the Olympic Bid.

Cami Richardson, via Zoom, opposed the anti-transgender legislation morally and ethically and urged the Council to act and support the Park City LGBTQ community and the transgender youth of Utah.

Council Member Gerber asked if the Council could speak to LGBTQ+ Taskforce requests during the legislative update on the agenda later in the evening. Plane stated that it would be appropriate under the Open and Public Meetings Act.

IV. CONSENT AGENDA

1. Request to Authorize the Third Addendum with SKM Engineering, LLC, for an Additional \$370,869.27, for a Total Amount Not to Exceed \$898,869.27 in a Form Approved by the City Attorney:

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

RESULT: APPROVED

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

EXCUSED: Council Member Rubell

V. NEW BUSINESS

1. Consideration to Approve Ordinance No. 2023-03, an Ordinance Approving a Zoning Map Amendment to Rezone a Six Acre Pod from Recreation and Open Space (ROS) to Estate (E) from a Portion of PCA-S-79-C (Bransford Property, also Known as the Logan Parcel), Park City, Utah, Subject to Subdivision Plat Approval by the City Council of Park City Prior to January 24, 2025:

Planner Alex Ananth introduced the item as an application for a zone change request from Recreation and Open Space to Estate. The Estate Zone would include two, three-acre pods and 40 total acres located in the Flagstaff Mountain Development Agreement at the top of Empire Pass, adjacent to the Red Cloud Subdivision.

Ananth stated that the applicant proposed to re-zone a portion of the site to include two single-family dwellings on each pod, subject to receiving access and subdivision approval from City Council. They proposed the remaining 33 acres be zoned as Recreational Open Space (ROS) and put into a conservation easement. She indicated the proposal complied with the Estate Zone for the two parcels, and the remainder of the land complied with the ROS zone and the general plan for the upper Deer Valley neighborhood. The applicant would be required to get a subdivision plat approval.

Jeffery Koons, Bransford Land Company, and 3-D and Slope Map rendering expert John Phillips, presented on behalf of the applicant. Koons depicted a map illustrating a 100-foot-wide corridor where a 23-25 foot private drive would be cut. The pods' dwellings would be no larger than 10,000 square feet, and 82% of the land would remain preserved. There would be a limit of disturbance around the house that would not exceed 10,000 feet above grade. The mining claim meets and bounds limits were the same size as the parcel tax ID meets and bounds. The claim was unique because it

1 owned its surface and subsurface mineral rights. The land had been held in trust as a
2 Bransford family legacy statement limiting the density to 120 acres, with 82% or more
3 preserved open space for conservation easements. Three bike trails were on the land or
4 on the border of the land and they would remain preserved. Conservation easements
5 would include these trails as well as amended ski runs. The project satisfied the primary
6 objective of the Rural Open Space Zone and the Sensitive Land Ordinance.

7
8 Ananth clarified that when the land was brought into Park City, it was zoned ROS
9 labeled Rural Open Space under Summit County. At the time of the Flagstaff allocation,
10 they allocated density to the pods in the Flagstaff Development Agreement. The Red
11 Cloud Subdivision was allocated 30 units of density as it currently exists. At one time,
12 there was an offer for all north side property owners where 38 units of density would be
13 provided to the group. The Bransford family did not sign on and Red Cloud moved
14 forward with 30 units.

15
16 Council Member Dickey clarified that the zoning was Mountain Remote when it was
17 annexed and they were entitled to one per forty. Koons replied if the Bransfords had
18 stayed in the County, that would have been correct. The County should have kept the
19 records for any lands annexed into Park City. The same year the County started that
20 process, they were no longer subject to County jurisdiction.

21
22 Council Member Doilney asked why the Bransford Land Trust did not sign on to Red
23 Cloud to obtain the remaining eight units of density. Koons stated that they were not at
24 the table when discussions began and were given the annexation agreement to sign
25 without knowing what their pro-rata cost of development shares would be paid or what
26 the lots were worth. It was unknown if Red Cloud would be accepted and when it would
27 establish enough momentum to sell thirty lots. Therefore, the Bransfords did not have
28 enough information to sign onto the business agreement with Red Cloud. The family
29 understood that if they did not accept, they were free to state their proposal for density
30 in the future. Council Member Doilney inquired about the significance of the term
31 "estate-island" respective to the Bransford property. Koons stated that the parcel was
32 considered that it would get the other six or eight lots. The parcel had the same
33 vehicular and utility easements over Twisted Branch and Red Cloud Road. Ananth
34 added that Red Cloud was zoned Estate, and Bransford was a continuation of Red
35 Cloud even though there was a parcel in between their properties. Koons further
36 clarified that everyone would enter through the Red Cloud gate and he believed
37 everyone was subject to their Declaration of Covenants, Conditions, and Restrictions
38 (CC&R), which were more restrictive than the Master Association.

39
40 Council Member Doilney asked if a re-zone of the two lots would improve Bransford's
41 position on gaining access. Koons thought the neighbor was anti-development due to a
42 low property offer, at \$50,000 per acre. Bransford countered at \$450,000 per acre,
43 which was declined. He thought the potential purchaser would like to leave Bransford

1 with no other options, so the family would be forced to sell to them. Koons did not think
2 the conditional zone change would result in an easement.

3
4 Mayor Worel asked Koons to elaborate on the potential relocation of a ski run. Koons
5 stated that the Trump run was entirely on Bransford land and was leased to Deer
6 Valley. The potential conservation easement would allow Deer Valley to improve and
7 modify trails and ski runs as they saw fit. Mayor Worel asked what the duration of the
8 lease to Deer Valley was. Koons stated the lease was periodically reviewed and
9 renewed, but he did not know the duration of the current term.

10
11 Council Member Dickey asked if there was a draft conservation easement. Koons said
12 he had been in conversations with Summit Land Conservancy and Utah Open Lands,
13 but nothing had been finalized. Council Member Dickey asked if the boundary of the six
14 acres would still be floating and thought it would be determined when the plat was
15 created, to which John Phillips affirmed. Council Member Dickey asked if Park City
16 processed many re-zones without a plat. Ananth stated it was unusual, but it was not
17 prohibited.

18
19 Mark Harrington, Senior City Attorney, stated that re-zones frequently happened without
20 plats, more typically, when a zone-term was changed or boundaries were shifted. It was
21 not uncommon to have a re-zone or zoning ordinance without a plat. Council Member
22 Dickey asked Harrington if the re-zone was a discretionary legislative act, to which
23 Harrington affirmed. Council Member Dickey furthered that the plat amendment to follow
24 would be an administrative act. Harrington stated that it would be primarily
25 administrative at the subdivision stage.

26
27 Mayor Worel asked if Koons was active in conversations with Red Cloud to gain road
28 access. Koons replied that they already had an easement to gain access through Red
29 Cloud/Twisted Branch Road and Red Cloud Trail. However, a different section required
30 an additional easement: an offsite piece of road that crossed the neighbor's property
31 between the easement on Red Cloud Trail and the Bransford property line.

32
33 Council Member Gerber asked if the process would re-start after two years. Koons
34 stated that legally they were still required to request an extension, and if it didn't look
35 imminent, there would be no expectation of an extension. Council Member Gerber
36 asked about the difference between the easement and the lease regarding the ski runs.
37 Koons stated the lease granted the use of the property as a ski run. Deer Valley was
38 unaware that the Trump run, when cut, was on private land. Bransford and Deer Valley
39 entered into a lease agreement shortly after that. Koons further clarified that there were
40 no easements for bike trails.

41
42 Council Member Toly asked why the sunset clause was added by the Planning
43 Commission. Phillips stated that it was their idea to add the sunset clause.

Mayor Worel opened the public hearing.

Adam Weinacker, Attorney at Parsons Behle and Latimer, representing Extell Development Company, opposed Ordinance No. 2023-03 and urged the Council to stick to the conditions of approval, which he believed were sensible if the Council intended to proceed with approval.

Mayor Worel closed the public hearing.

Council Member Dickey was concerned with processing this re-zone without a plat or development agreement. He approved of the two units of density but did not believe that Council should proceed with the re-zone before there was a plat.

Council Member Toly favored approving the ordinance but was not in favor of the sunset clause.

Council Member Doilney agreed with Council Member Dickey's assessment.

Council Member Gerber stated that the re-zone and plat would be preferred to move forward. She would like additional examples of a re-zone that occurred in a similar situation to assess the approval process at each stage.

Council Member Gerber moved to continue Ordinance No. 2023-03, an ordinance approving a zoning map amendment to rezone a six acre pod from Recreation and Open Space (ROS) to Estate (E) from a Portion of PCA-S-79-C (Bransford Property, also known as the Logan Parcel), Park City, Utah, subject to subdivision plat approval by the City Council of Park City prior to January 24, 2025 to a date uncertain and requested Koons to return with additional information on how this process has worked in the past. Mayor Worel added the public hearing portion would remain open when the item returns to Council. Council Member Toly seconded the motion.

RESULT: CONTINUED TO A DATE UNCERTAIN

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

EXCUSED: Council Member Rubell

2. Consideration to Approve Ordinance 2023-04, an Ordinance Approving Lots 30 and 31 Holiday Ranchettes First Amended Plat, Located at 2545 and 2529 Lucky John Drive, Park City, Utah:

Planner Alex Ananth indicated this ordinance was with regard to two lots that were combined at the end of the 1990s. In 2014, the owner separated the lots back to the original subdivision plan. The owner built a barn on one lot and their house was built on the second lot. The HOA suggested that a shared driveway easement be put into the lot at the time; however, the applicant requested to remove the shared driveway easement.

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

Council Member Doilney moved to approve Ordinance 2023-04, an ordinance approving Lots 30 and 31 Holiday Ranchettes First Amended Plat, located at 2545 and 2529 Lucky John Drive, Park City, Utah. Council Member Gerber seconded the motion.

RESULT: APPROVED

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

EXCUSED: Council Member Rubell

3. Consideration to Approve Resolution 02-2023, a Resolution Adopting an Amendment to the 2022 Five-Year Moderate-Income Housing Plan as an Addendum to the Housing Element of the 2014 General Plan for Park City, Utah:

Rhoda Stauffer, Affordable Housing Project Manager, stated the State required that moderate-income housing plans be updated in five-year increments. The 2022 plan complied with the State; however, two strategies had technical issues that needed to be changed. The State provided written confirmation that those changes would now be in compliance.

Council Member Dickey inquired about the quantities and priority of the standards. Stauffer stated that to comply, three strategies must be approved by the State, with one additional for priority transportation funding.

Council Member Gerber moved to approve Resolution 02-2023, a resolution adopting an amendment to the 2022 Five-Year Moderate-Income Housing Plan as an addendum to the Housing Element of the 2014 General Plan for Park City, Utah. Council Member Doilney seconded the motion.

RESULT: APPROVED

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

EXCUSED: Council Member Rubell

4. Consideration to Purchase the Unit Located at 1959 Cooke Drive for \$264,745; Authorize the Mayor and City Manager to Execute all Documents in a Form Approved by the City Attorney's Office; and Complete all Necessary Repairs to Restore the Unit to Occupancy Standards, Estimated Not to Exceed \$3,650:

Rhoda Stauffer, Affordable Housing Project Manager, stated that this had been a one-owner unit since 1995; therefore, the unit needed repairs and the owner was willing to accept a lower price. The Housing team preferred to oversee the repairs to ensure they were completed properly; therefore, they requested the City purchase the unit as-is. She continued that since many initial owners had not sold their units since their purchase, a sewer loan was not accounted for in the initial purchase price. The correct

1 re-sale price was \$275,876. She stated that a three-person family making 69% of AMI
2 could afford this home.

3
4 Stauffer stated that the repair cost estimate was \$3,650, so the City's purchase price
5 would be \$272,226. The re-sale would not happen until the Council discussed the
6 Employee Housing Assistance Policy, which was scheduled for March 9th.

7
8 Mayor Worel asked if Stauffer was certain of the repair costs. Stauffer replied that a
9 licensed contractor quoted the price, and the City's in-house project manager was
10 comfortable with the price.

11
12 Council Member Dickey moved to approve the purchase of 1959 Cooke Drive for
13 \$272,226; authorize the Mayor and City Manager to execute all documents in a form
14 approved by the City Attorney's Office; and complete all necessary repairs to restore the
15 unit to occupancy standards, estimated not to exceed \$3,650. Council Member Toly
16 seconded the motion.

17 **RESULT: APPROVED**

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

19 **EXCUSED:** Council Member Rubell

20
21 **VI. OLD BUSINESS**

22
23 **1. 2023 Legislative Update:**

24 Matt Dias, City Manager, stated the Legislative session was underway and the City
25 would provide its bill list in the Council packet and on the City website. He indicated the
26 opening session focused on social issues, teacher salaries and wages, school
27 vouchers, trigger laws, social media, and transgender and LGBTQ issues.

28
29 Dias stated the City would be watching for a short-term rental bill, and projected the bill
30 would have some type of requirement or enabling legislation that would allow an online
31 tracking device to view who was offering and not offering their property. There was no
32 information about whether it could be used to begin a compliance process. He also
33 identified that the Limited Infrastructure District was trying to help developers with the
34 cost of utilities and subsidizing development costs to produce units faster. Regarding
35 building and planning amendment bills, the Legislature was focused on accelerating the
36 review processes and mandating them with penalties.

37
38 Council Member Gerber stated she would appreciate advocacy and bill tracking for child
39 education.

40
41 Mayor Worel opened the item for public input.
42

1 Kris Campbell, LGBTQ+ representative, stated that five bills related to transgender care
2 were currently in the legislature: SB 16, SB 93, SB 100, HB 228, and HB 132.

3
4 Mayor Worel closed the public input.

5
6 Council Member Doilney stated the LGBTQ+ community had his full support. Council
7 Member Gerber asserted that the community should uphold social equity, diversity, and
8 inclusion and that lobbyists should be used to oppose these bills. Council Member Toly
9 asked for more information on these bills before making an official statement. Council
10 Member Dickey supported crafting a statement of opposition regarding these bills.
11 Mayor Worel summarized the majority of Council opposed these bills.

12
13 Council Member Doilney added that he would like an update on the alcohol, finance,
14 and economic development legislation. Dias stated that it was a key issue for the local
15 Chamber of Commerce and they would be lobbying for a comprehensive alcohol update
16 as the bill progressed.

17
18 **VII. ADJOURNMENT**

19
20 With no further business, the meeting is adjourned.

21
22
23

Marissa Marleau, Deputy City Recorder



JOINT PARK CITY AND SUMMIT COUNTY COUNCIL MEETING MINUTES - DRAFT
1885 W. UTE BLVD.
PARK CITY, SUMMIT COUNTY, UTAH 84098

January 24, 2023

The Park City and Summit County Councils of Summit County, Utah, met in open meeting on January 24, 2023, at 9:00 a.m. in the Council Chambers.

JOINT PARK CITY COUNCIL AND SUMMIT COUNTY COUNCIL MEETING

I. ROLL CALL

Park City Council Attendee Name	Status
Mayor Nann Worel Council Member Ryan Dickey Council Member Max Doilney Council Member Becca Gerber Council Member Jeremy Rubell Council Member Tana Toly Matt Dias, City Manager Margaret Plane, City Attorney	Present
None	Excused

Summit County Council Attendee Name	Status
Chair Roger Armstrong Vice Chair Malena Stevens Council Member Tonja Hanson Council Member Canice Harte Council Member Chris Robinson Janna Young, Interim County Manager Margaret Olson, County Attorney	Present
None	Excused

II) DISCUSSION ITEMS

1. Summit County Discussion of Summit County's County Visioning Process and the Summit County Community Planning Lab: Derek Siddoway and Maddy McDonough:

Derek Siddoway, Summit County Communication Director, indicated that “Our Summit” was Summit County’s 2023 community envisioning project and it was a County-wide process that would look at land use, community planning, sustainability, housing, etc. to form a strategic plan to guide County decisions for the next 10-20 years and to inform the general plans. They were currently in Phase One, which was the initial outreach, and which consisted of information gathering and community conversations to find out what people loved about the County and areas for improvement.

Maddy McDonough, Summit County Community Development Department Planner, discussed the four phases that would become more specific as they go on with the goal to end this project around September 2023 and present the findings to the public before presenting to the County Council. Key takeaways included the need to spread the word about this initiative. They were working closely with the Park City Communications team to help engage the residents of Park City. She indicated www.oursummitcounty.com was the website that contained all the surveys and information. There would also be three kick-off events for this process:

The Community Planning Lab was an effort to empower community members to be more involved in the process and examine what planning was, planning concepts in general, and how they worked specifically in Summit County. It was a 10-week course and the first session was held last night. They had 35 applications and were able to accept 30 participants. All the sessions would be facilitated by the speaker along with a student from the University of Utah who was working on a professional project, along with guest speakers. They anticipated running this course at least once a year. A big part of the Community Planning Lab was that all participants would design a final planning-related project of their own choice which would be presented on April 3rd at the Summit County Library, Kimball Junction Branch. They would use a group of mentors to help in this process.

Council Member Dickey asked about the cost associated with it and the answer was that part of it was modeled off the Wasatch Transportation Academy which was started last year. There were academies across the country that they took ideas from and did interviews with, but they were creating most of it from scratch. The cost had been low so far but they were designing a guide during this process.

The demographics of the Community Planning Lab participants were fairly spread out in terms of age and geography, with more representation in Park City and Synderville Basin. There were people on the east side of the County participating, as well as some planners from Oakley and Kamas. They hoped to do another program in the fall.

2. Presentation and Discussion of Mountain Mediation Community Listening Session Data re: Olympic Bid Concerns and Opportunities; Kris Campbell and Nicole Wozniak, Mountain Mediation Center:

1 Mayor Worel stated the City partnered with Summit County to do a series of listening
2 sessions along with Mountain Mediation. Kris Campbell, Mountain Mediation Board
3 Chair, explained more about their organization. Nicole Wozniak, the Communications
4 Coordinator, stated Mountain Mediation was contracted by the City and the County to
5 host six to eight conversations in April, 2022, and she noted that all of the outreach was
6 bilingual. They worked with Mayor Worel and Council Member Stevens, along with the
7 Salt Lake Olympic Committee to create a three-minute informational video because the
8 point of this was to gather information about the community's feelings about a potential
9 2030 or 2034 Olympics and to consider different perspectives from others. She shared
10 details about how the team facilitated the conversations with a breakdown of the
11 information in a final report. Discussion took place about engaging more community
12 members and getting them involved, such as through an open house forum. They also
13 wanted to involve more stakeholders such as business owners, parents, ski resorts,
14 restaurants, small businesses, etc.

15
16 Vice Chair Stevens added that the concerns that she heard were similar to the general
17 concerns about growth, development, and changes that made the community not as fun
18 and active as it was now. She asked if there would be an opportunity to combine some
19 of the visioning processes with some of these Olympic conversations.

20
21 Council Member Robinson asked what the bottom-line feeling was based on the input.
22 Campbell indicated that as facilitators, they tried not to take a position, but some people
23 related that along with the concerns, there were also opportunities. There was a wealth
24 of knowledge in the community and a lot of valuable information. She noted that the
25 community's concerns were around how to make things better if the Olympics came,
26 and concern that things might get worse.

27
28 Stevens recognized that the Olympics were really a Utah State initiative and Summit
29 County wouldn't be able to stop them. However, they could influence them and it would
30 be to Summit County's advantage to mitigate the impacts/concerns while at the same
31 time leverage those concerns to help solve some long-standing issues and turn them
32 into opportunities. Council Member Hanson indicated there would be an opportunity to
33 engage with the various organizations throughout Park City and Summit County.

34
35 Council Member Doilney stated there weren't many surprises in the report for him and
36 the concerns were similar to concerns they have had. He wanted to highlight the desire
37 to model a sustainable Olympics to the world. He asked if there were any surprise
38 answers. It was indicated the state of snow and concern about enough water around the
39 globe was a common concern, as was the sense of the east side of the County not
40 really being a partner in this conversation, which was important to pay attention to.

41
42 Council Member Gerber asked for demographic information to know who still needed to
43 be targeted. It was indicated the only information they gathered was the zip code at the

1 end of the survey. They spoke to the senior center and there could be a perception
2 there that the seniors might not be around when the Olympics were held.

3
4 Council Member Rubell complimented the report and stated it showed a nice balance
5 between the excitement and trepidation in the community about the Olympics. He
6 suggested that one should assume the Olympics would be coming, be honest about the
7 feedback, and transition it to a specific action plan. Also, be accountable and
8 transparent to the public and don't just do what we wanted to behind the scenes.

9
10 Chair Armstrong enjoyed the format of the survey and recalled that during Myles
11 Rademan's presentation in the past, the question to ask was, "What does Summit
12 County/Park City want to get out of it and how do we communicate those principles?"
13 He thought considering if the Olympics would be sustainable tourism would be a good
14 focus and stated those things needed to be targeted now.

15
16 Mayor Worel concurred that the conversation needed to start now and she expressed
17 thanks for the work which exceeded expectations. Council Member Robinson agreed
18 that it was a quality report.

19
20 **3. Olympic Bid Status Update; Colin Hilton and Tom Kelly:**

21 Colin Hilton thanked Park City and Summit County in their quest for feedback, for
22 engaging in the conversation, and for Mountain Mediation's professionalism. He
23 asserted feedback was an important resource needed to understand how to plan
24 towards a potential Olympic Games and to explain how concerns should be mitigated.
25 The Games would provide a lens to the community and could be a catalyst for many
26 visioning ideas. It would be beneficial to have a goals deadline, such as transportation
27 or sustainability goals. Another important step would be having open houses and
28 explaining the process to the public.

29
30 Tom Kelly stated the bid would be for 2030 and 2034, and they were interested in both.
31 This past December, the International Olympic Committee (IOC) took a pause to look at
32 some items, which was different from 2002. He indicated there was much more ongoing
33 professional dialogue this time with the IOC. The IOC was looking at any interested
34 cities, such as Sapporo, Vancouver, and Salt Lake City, but there could be other cities
35 that might come into the mix. He also noted there was no specific timeline for awarding
36 the Games.

37
38 Hilton explained that the IOC paused the process before the holidays due to climate
39 concerns and the ability to stage an Olympic Winter Games in climate-reliable locations.
40 This was an opportunity for Summit County because there were many good aspects
41 about our location both geographically and regionally. He wanted to align those goals
42 with the community and the IOC was really concerned about sustainability. Rotating the
43 Games might be a possibility and he thought this was one of those good locations. He

1 hoped asking the community if they wanted to be part of an Olympics rotation could be
2 part of the community discussion. Hilton stated they were working with the host venues
3 on agreements now.

4
5 Mayor Worel asked about Vancouver's status and noted she was told that both Sapporo
6 and Vancouver were continuing the dialogue for 2030. Council Member Toly asked
7 whether conversations with places like Main Street had taken place yet and what would
8 be the next step for areas that were not competition areas. Hilton answered that they
9 hadn't gotten that far yet, and they wanted to get feedback from the Councils and
10 community on what they would like. Council Member Toly suggested it should be more
11 of a holistic regional Wasatch Back conversation since the Games would be more
12 regional than anyone expected. Hilton welcomed the broader regional transportation
13 and common goals discussion.

14
15 Chair Armstrong wondered how to engage and task the managers with setting up some
16 of these cases. The way things worked today were very different from how they were in
17 2002 and how they would be in 2030 with the Mayflower, Canyons, and Park City Base
18 area and the many other developments in the area, and he felt those discussions would
19 be far different.

20
21 Chair Armstrong introduced Shane Scott, the new Summit County Manager, who was
22 participating via Zoom, and noted he would start in two weeks.

23
24 **4. Affordable and Workforce Housing Updates - New Approvals, New Openings,**
25 **Current Park City and Summit County Affordable Housing Counts; Jason**
26 **Glidden, Park City Affordable Housing Manager and Jeff Jones, Summit County**
27 **Economic Development and Housing Director:**

28 Chair Armstrong stated it was critical that Park City and Summit County made sure the
29 public and legislators understood the scope of what affordable housing had been built
30 and what was in the pipeline, and know that our governments were not afraid of it, but
31 were actively pursuing it. The purpose of asking for this update was to provide our local
32 and State press with accurate information as to what we were doing for affordable
33 housing.

34
35 Jeff Jones indicated there were 1,095 affordable or deed-restricted units in Summit
36 County and 638 affordable or deed-restricted units in Park City through public-private
37 partnerships and development agreements.

38
39 Browne Sebright, Park City Housing Program Manager, explained the Homestake
40 Housing project had 99 affordable units out of 120 total, ranging between 40-80% Area
41 Median Income (AMI), which was a true public-private partnership. He noted the recent
42 approval of Studio Crossing Development, which was a private development with 185
43 affordable units ranging between 60-80% AMI. The City had also been working on two

1 new affordable housing programs: a lite-deed program which was a neighborhood
2 vibrancy pilot program to encourage year-round occupancy in primary residential
3 neighborhoods, and Workforce Employer Rental Incentive Program (WERIP), with
4 Mountainlands Community Housing Research Center, which offered incentives to
5 homeowners who signed a lease with employees who worked for participating
6 companies. This was the first winter of the program, and Deer Valley was the first
7 partner on board. He hoped the program would expand to other employers in the future.
8

9 Sebright reviewed other upcoming projects, and stated the City currently had an RFP
10 open on the Mine Bench property in the Upper Deer Valley section of Park City for a
11 workforce employee housing opportunity. Staff was looking for a creative solution for a
12 public-private partnership there. The City was working on feasibility studies for Clark
13 Ranch and Woodside Park Phase Two, where the senior center was located. The
14 Planning Department was also looking at Land Management Code amendments dealing
15 with the Affordable Master Plan Development section of the code.
16

17 Jones indicated the 1,790 combined total units in Summit County was 11.15% of the
18 total estimated number of occupied housing units, which was a lot for a small area. To
19 put that in perspective, Salt Lake County would need 46,861 income-price-restricted
20 units to match Summit County's 11.15%. On that basis across the state, Summit County
21 was holding their own. Affordable housing was something Park City and Summit County
22 had concentrated on for several years.
23

24 Jones continued that Summit County had 330 workforce units in Silver Creek Village,
25 169 units in Slopeside Village Apartments at the Canyons, 37 units in the development
26 stage at Promontory, and 45 units under construction at Discovery Ridge. Future
27 projects included adding Fox Point to the County buyback program which the County
28 currently had for Bear Hollow units and those would be specifically targeted for County
29 staff. They were creating an RFP for developing the five-year affordable housing needs
30 assessment and were looking at proposals for affordable housing development where
31 County-owned land could be leveraged. The County would continue the moderate-
32 income housing plan implementation. Lastly, the County was looking at a combined
33 survey tool with Mountainlands Community Housing to see how the community felt
34 about workforce housing and to engage the business community with participation.
35

36 Council Member Robinson asked how the Homestake partnership operated and if it was
37 clarified that the City would retain land ownership and the developer would operate and
38 manage the units. Sebright explained the City would have the ground lease and deed
39 restrictions on all the rental units.
40

41 Council Member Hanson asked for details about the lite-deed restrictions. Sebright
42 stated it was based on programs in Colorado. Park City purchased lite-deed restrictions
43 from private homeowners to restrict their units to full-time occupancy. The WERIP

1 program, based on an Aspen, Colorado, program, would give an incentives package for
2 the season to homeowners who provided housing to employees, with the Housing
3 Resource Center facilitating this. It was further clarified that these programs were aimed
4 at seasonal workers.

5
6 Council Member Rubell noted two aspects were important. The City had been working
7 to protect the residential neighborhoods which feed into the affordable housing
8 conversation. Second, the City was looking for better leverage as they proceed, and
9 they wanted to do it right. There were lots of signs that they were moving in the right
10 direction.

11
12 Chair Armstrong requested that Summit County staff engage with Park City staff on
13 more of these details and start to figure out how to work together. He wanted staff to
14 address the questions of needed development code changes and changing densities.

15
16 **5. Status Update on Park City/Summit County Housing Workgroup Process;**
17 **Jason Glidden and Jeff Jones:**

18 Jones reviewed the Housing workgroup met periodically between Park City and
19 Mountainlands Community Housing Trust and the next project was to put together a
20 County-wide survey tool about affordable housing.

21
22 A suggestion was made that Mayor Worel, Chair Armstrong, Council Members Gerber
23 and Stevens, and Jeff Jones, Matt Dias, and Shane Scott reconvene and start
24 scheduling regular Housing workgroup meetings.

25
26 **6. Park City Discussion re Launch of Bonanza Park Neighborhood Area Plan and**
27 **the Community Engagement Process Concerning Arts and Culture; Deputy City**
28 **Manager Jen McGrath:**

29 Jen McGrath stated in late 2022, Park City issued two concurrent Requests for
30 Proposals (RFP) for Bonanza Park and the Arts and Culture District to support
31 significant community and land use planning exercises. Park City received several
32 qualified proposals. In December, a selection committee was formed including the City,
33 County, community stakeholders, and local non-profit leaders, and the group was
34 actively working toward a final selection. A contract would come to Council for
35 consideration in February. In the meantime, Mayor Worel had asked for volunteers for
36 an advisory committee for each of those projects which would be comprised of Park City
37 staff, residents, property and business owners, non-profits, partner agencies, etc. They
38 also hoped for volunteers with specific expertise in areas such as programming,
39 finance, the arts, development, etc., and they would be pushing this out in the next few
40 weeks.

41
42 The boundary of the Bonanza Park area was outlined in the Park City General Plan and
43 the Arts and Culture district was within that area. Staff was careful to separate those

1 efforts yet coordinate them because staff wanted to consider the neighborhood's needs
2 as a whole and also look at the feasibility of an arts and culture district on a piece of City
3 property.

4
5 **7. Wrap Up Comments And Schedule The Next Meeting:**

6 Chair Armstrong stated the City and County used to engage with the Park City School
7 District periodically in the past, and he wondered if they should to do that again. Mayor
8 Worel noted the Park City Council had two liaisons with the Park City School District
9 and they had been meeting regularly. They had appointed two new liaisons and Mayor
10 Worel thought it would be important for the County to assign a liaison or two from to join
11 them. Council Member Stevens supported that idea. Council Member Gerber indicated
12 the School District could collaborate with the City on similar issues such as housing,
13 transportation, growth, etc., and she supported it.

14
15 Council Member Robinson confirmed that an Intercept Parking group had been meeting
16 to affect transportation and he was advocating for a similar affordable housing group
17 and/or a County housing authority. He expressed thanks to Park City for their
18 collaboration and the ideas they were bringing to the table, and he looked forward to
19 more of the same. Chair Armstrong concurred that the collaboration between Luke
20 Cartin and Emily Quinton was a shining example of that and it was helpful to have that
21 level of expertise available.

22
23 Council Member Gerber requested a group conversation about the expiration of the
24 American Rescue Plan Act (ARPA) stabilization grants this year towards childcare. A
25 suggestion was made to have the Early Childhood Alliance present to both Councils to
26 determine next steps.

27
28 Council Member Doilney requested updates from UDOT regarding the two entrances to
29 Park City and the failing intersections that exist. Chair Armstrong proposed the next
30 meeting for Tuesday, April 25, 2023, at 9:00 a.m., and indicated Park City would host it.

31
32 **III) ADJOURNMENT**

33
34 With no further business, the meeting was adjourned at 10:56 a.m. by Chair Armstrong.

35
36
37

Paige Galvin, Deputy City Recorder

Council Agenda Item Report

Meeting Date: February 16, 2023

Submitted by: Michelle Kellogg

Submitting Department: Transportation Planning

Item Type: Staff Report

Agenda Section: CONSENT AGENDA

Subject:

Request to Authorize the City Manager to Execute a Design Professional Services Agreement with Kimley-Horn in a Form Approved by the City Attorney, to Develop a Plan to Support "The Future of Transportation Technologies: Emerging Disruptors," in an Amount Not to Exceed \$130,000

Suggested Action:

Attachments:

[Future of Transportation Technologies: Emerging Disruptors Contract Approval Staff Report](#)

[Exhibit A: Future of Transportation Technologies: Emerging Disruptors](#)

Subject: Request to Authorize Kimley-Horn to Provide The Future of Transportation Technologies: Emerging Disruptors in an Amount Not to Exceed One Hundred Thirty Thousand Dollars (\$130,000)

Author: Hannah Pack, Julia Collins

Departments: Transportation Planning

Date: February 16, 2023

Type of Item: Administrative – Award of Contract

Summary Recommendation

Consider executing a Design Professional Services Agreement (PSA), in a form approved by the City Attorney, with Kimley-Horn, to develop a plan to support *The Future of Transportation Technologies: Emerging Disruptors*, not to exceed \$130,000.

Due to a Utah Department of Transportation and Summit County 3rd Quarter Sales Tax Grant, Park City Municipal's cost is only \$25,000. The work will be conducted in partnership with Summit County, Utah Department of Transportation (UDOT), and other regional transportation partners.

Background and Analysis

At the [March 31, 2022, Council meeting](#), a “[disruptive ideas list](#)” was presented, focusing on technologies that have the potential to alter the way people travel to and around Park City. Recently, Park City received an \$80,000 grant from the Utah Department of Transportation (UDOT) to develop an emerging technologies plan. This plan is critical to evolving our transportation system and will incorporate technology recommendations from the disruptive idea list and [Park City Forward](#).

More recently, at the [February 2, 2023, Council meeting](#), the disruptive list was discussed, resulting in the recommendation to move the grant project forward.

This work will explore several controversial ideas, including dynamic parking pricing, congestion pricing and tolling along gateway corridors, tunnels along SR-248, and the potential for aerial connections from Quinn's Junction into town. The work will also explore emerging technologies, such as connected-autonomous vehicles, curbside management, etc. The project will involve an advisory committee of community representatives and include recommendations for the location, timeline, and cost estimates. Finally, the work will recommend changes to City codes and policies to remain flexible and adaptable to emerging technologies. The work will kick off immediately, and we anticipate returning to Council in Summer 2023 with results and recommendations.

Kimley-Horn has national experience with innovative technologies ranging from autonomous vehicle policies to advanced congestion management through technologies. The City maintains an approved transportation vendor list in compliance with [Utah State Code 63G-6a-410](#). This project was sent to 13 reputable vendors who specialize in Transportation Planning. Three responses were received. After reviewing the responses to the selection criteria (experience, qualifications, project approach, and cost and value), we recommend Kimley-Horn. The project scope can be found in Exhibit A.

Funding Source

This project will be funded through an \$80,000 UDOT planning grant and a \$50,000 local match split equally between the Park City Transportation Planning and the Summit County 3rd quarter Transit Sales Tax, awarded in FY23 by the Summit County Council of Governments.

Attachments

Exhibit A Project Scope of Work

Exhibit A

Project Scope of Work

The primary goal of this project is to provide better mobility through integrating emerging forms of disruptive technologies. The consultant shall accomplish this by 1.) working off the March 31st Council Disruptor list; 2.) identifying future and emerging technologies (5-10+ years) that may be applicable to Park City; 3.) identifying locations, opportunities, challenges, high-level costs, land use and right-of-way needs, gaps, and constraints related to new technologies; and 4.) establishing equitable policies and recommendations to guide Park City's transit and transportation planning.

Park City Municipal seeks a better understanding of costs, policy changes, and on-the-ground applicability of future technologies. Any other future land use and right-of-way needs where such technologies would be applied throughout the City to help accomplish the City's mobility and transit goals should be examined.

Objectives:

1.) Understand limitations and gaps in Park City's existing transportation system and Land Management Code (LMC) and propose changes/additions that clarify future land use needs to support emerging transportation technologies and allow the City to be nimble and adapt; 2.) identify barriers that marginalized communities may experience that prevent them the ability to benefit from these based on technology gaps, land use, or proximity to transportation systems; 3.) suggest regional and local strategies to explore to best leverage emerging technologies that improve mobility options in Park City.

Deliverables: A policy document for staff that describes the policies, strategies, existing gaps, and data considerations tailored for Park City to help staff implement changes in preparation for emerging transportation technologies. Additionally, the consultant should provide recommendations for locations, costs, and implementation strategies of new and emerging technologies. Each of the listed tasks should have a chapter in the policy document, with critical items such as technology review to have a standalone memo.

Generalized Scope of Work and Budget

Budget: \$130,000

TASK 1. PROJECT MANAGEMENT AND PUBLIC INVOLVEMENT

Task 1.1 Project Management

The consultant will work closely with City staff throughout the project to ensure an efficient process, high-quality deliverables, and on-time and on-budget project delivery. Consultant will propose project management framework, including bi-weekly check-in meetings, and other progress metrics to keep the project on track.

TASK 1.2 Establish Stakeholder Committee

This project is a continuation of Park City Forward, the Short Range Transit Plan, and the Council disruptive ideas list and will rely heavily on the public outreach associated

with these efforts. This project will not include a public survey; therefore, the stakeholder committee will be a vital public role for this project. With support from City project manager, the consultant will establish a stakeholder committee to review the full list of potential technologies. Up to eleven (11) stakeholder meetings will be part of this task. City staff will help with scheduling and support roles.

TASK 1.3 City Council Work Sessions

The consultant will program two work sessions with the City Council to gather focused feedback on the potential impacts to land use code, recommended policies, and recommended technologies. The consultant will also program a final work session with City Council to present study findings and recommendations.

TASK 2. EXISTING CONDITIONS AND FUTURE ASSESSMENT

TASK 2.1 Existing infrastructure and systems

The consultant will assess existing infrastructure, City-owned vehicles, transportation systems to understand needs, opportunities, and challenges for implementing emerging technologies in Park City. The consultant will use this research to create assessments for the future implementation of appropriate technologies.

TASK 2.2 Current plans and policies review

Review additional relevant existing policies, plans (including Park City Forward and the in-progress Short Range Transit Plan), and the Council disruptive ideas list. The consultant may also review municipal codes that govern transportation, infrastructure design, zoning, and land uses.

TASK 2.3 Future transportation technology assessment

The consultant will generate a robust list of potential technologies that may be applicable to Park City. This should include a broad, professional review of emerging transportation technologies and a high-level assessment their potential benefits and impacts in Park City. This list will be reviewed and assessed in later project phases. The exploration of technologies and disruptors may include, but not limited to:

- Connected-automated vehicles (including personal, freight, and transit vehicles)
- Mobility on demand (MoD)
- Evolving ITS technologies
- Smart Corridors
- Next generation curbside management
- Dynamic pricing and parking reservations
- Aerial along Rail Trail/SR-248
- Tunnel beneath or parallel to SR-248 (including Tesla tunnels)
- Drone delivery
- Congestion pricing and tolling along gateway corridors
- Mobility hubs

TASK 2.4 Stakeholder committee review

The stakeholder committee will hear about future technologies, their potential benefits, and impacts and will provide the project team with their concerns and endorsements over the course of several workshops. This group will refine the full list of emerging disruptors and identify which items shall be included in TASK 3.

TASK 3. RECOMMEND POLICIES AND PROJECTS

The consultant will use existing conditions and the stakeholder committee's refined list of technologies to support the development of policies and projects related to the implementation of emerging technologies in Park City. This task should include recommendations for implementing relevant technologies and best practices for managing new technologies. The consultant will develop a clear description of the policy framework to evaluate proposed technologies and reporting mechanisms to determine effectiveness. The consultant will also include recommended technologies, phasing guidelines, and high-level cost estimates.

TASK 3.1 Emerging Technology Recommendations

- Identify locations, high-level costs, and implementation strategies for selected technologies

TASK 3.2 Future conditions assessment

- Identification of gaps in mobility network related to selected technologies
- Identification of deficiencies in code or policy
- Identification of barriers that may prohibit or preclude emerging technologies from operating successfully in the future

TASK 3.3 Modular Policy Document

- Define a process to evaluate the positive and negative impacts of emerging technologies and disruptors
- Define the appropriate public process and feedback loop for evaluation of proposed technology
- Recommendations on how to use big data/data to make decisions for transit and TDM strategies
- Outline the roles and responsibilities of the City and technology organizations
- Describe policies, costs, land use, and code changes that need to be implemented to accommodate and prepare for emerging technologies
- Create a reporting mechanism to determine if a newly implemented technology is providing an added benefit to the community

Council Agenda Item Report

Meeting Date: February 16, 2023

Submitted by: Michelle Kellogg

Submitting Department: Transportation Planning

Item Type: Staff Report

Agenda Section: CONSENT AGENDA

Subject:

Request to Authorize the City Manager to Execute a Design Professional Services Agreement with Horrocks Engineers Inc, in a Form Approved by the City Attorney, to Provide Complete Engineering Services for Short-Term SR-248 Transit Solutions, in an Amount Not to Exceed \$239,280

Suggested Action:

Attachments:

[SR248 Contract Staff Report](#)

[Exhibit A: Concepts for Eastbound Transit Shoulder Lane](#)

[Exhibit B: Horrocks DRAFT Scope of Work](#)

Subject: Request to Authorize the City Manager to Execute a Design Professional Services Agreement, in a form Approved by the City Attorney, with Horrocks Engineers Inc, to provide complete engineering services for Short-term SR-248 Transit Solutions, in an Amount Not to Exceed Two Hundred Thirty Nine Thousand Two Hundred and Eighty Dollars (\$239,280)

Author: Julia Collins, Gabriel Shields

Departments: Transportation Planning and Engineering

Date: February 16, 2023

Type of Item: Administrative – Award of Contract

Summary Recommendation

Authorize the City Manager to execute a Design Professional Services Agreement (PSA), in a form approved by the City Attorney, with Horrocks Engineers, Inc., to provide complete engineering services for Short Term SR-248 Transit Project Management and Engineering, in an amount not to exceed Two Hundred Thirty Nine Thousand Two Hundred and Eighty Dollars (\$239,280).

Executive Summary

The SR-248 corridor serves as a gateway to Park City and the primary connection between eastern Summit County and Wasatch County. During the [February 2, 2023](#) Council meeting, discussions included a quick-to-implement eastbound transit shoulder lane along SR-248. A consultant has been selected to take this concept through engineering design to position Park City and the Utah Department of Transportation (UDOT) with the traffic modeling and engineering tools to construct transit improvements quickly.

Analysis

In 2021, as part of the pavement improvement project, UDOT constructed a westbound shoulder running transit lane along SR-248. This shoulder lane has been heavily utilized by Park City Transit and High Valley Transit this winter. The use of the shoulder lane provides a dedicated transit lane to bypass traffic and maintain fast travel during peak times without widening the road. The rest of the year, it functions as a flexible shared shoulder lane, for bikes and emergency access. UDOT is actively involved in partnering on [solutions for SR-248](#) with Park City as reviewed during the Council discussion on [February 2, 2023](#). Together, the two agencies have come up with the concepts in **Exhibit A** to advance engineering and construction in a quick timeframe. UDOT has reviewed and supports the approach and consultant to advance the eastbound transit shoulder lane on SR-248.

The project will kick off immediately, and we anticipate returning to Council in the spring with an update on progress, cost estimates, and projected construction timeline.

Horrocks Engineers has extensive experience working with UDOT and Park City on the SR-248 corridor, leading the recent project: Snow Creek Tunnel Feasibility Study. Horrocks also has expanded their transit engineering department securing staff known

along the intermountain west for implementing challenging transit projects. The City maintains an approved transportation vendor list in compliance with [Utah State Code 63G-6a-410](#). The project was reviewed by vendors specialized in the Engineering category, outlining a very tight construction, program management and design timeline. Horrocks Engineers Inc. was the vendor who responded with an approach to the project that could meet the timeline. The project scope can be found in **Exhibit B**.

Funding Source

This project will be funded through the SR-248 Corridor Project from the Summit County 3rd Quarter Sales Tax revenue.

Department Review

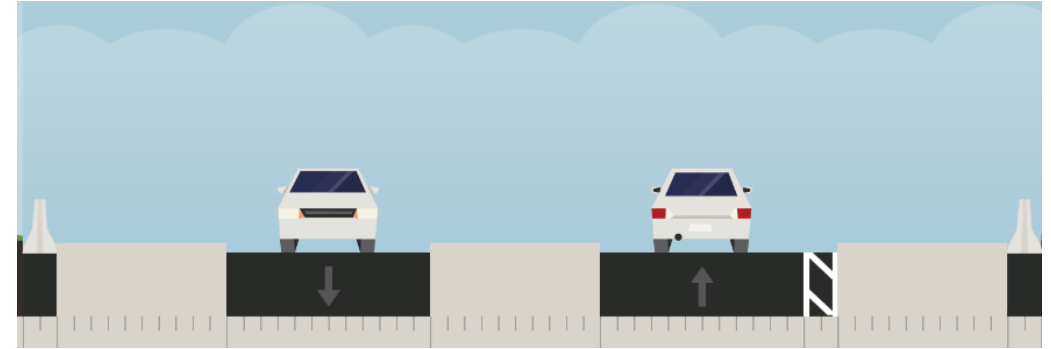
This report has been reviewed by the following departments: Executive, Legal, Engineering, and Transportation.

Attachments

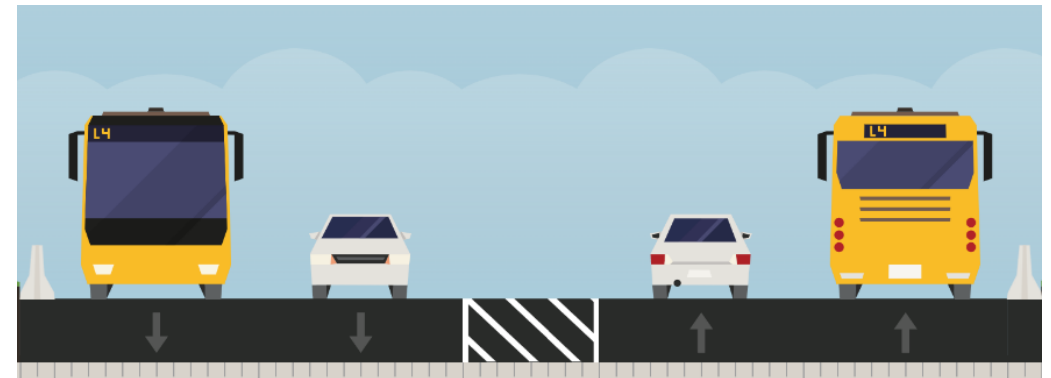
Exhibit A	DRAFT Concepts for eastbound transit shoulder lane
Exhibit B	Project Scope of Work

— Short Term —

- Eastbound Bus Shoulder Lane
 - Wyatt Earp to Richardson Flat Rd



(Existing)



(Proposed)

REVISED: 2/4/2023

Park City Municipal Corporation

Short-Term SR-248 Transit Project Management & Engineering Support

Horrocks appreciates the opportunity to provide the following scope to provide transit project management support for short term improvements to SR-248. Our schedule, scope, tasks, and assumptions are summarized below.

Goals for this are to:

- 1) Improve transit travel time performance between Richardson Flat Road and SR-224 along the SR-248 corridor.
- 2) Understand potential traffic impacts of proposed projects, for near-term and a five-year capital plan.
- 3) Identify and design short-term solutions for implementation in summer of 2023 and 2024, that can facilitate improved transit service and headways.

PROPOSED PROJECT SCHEDULE:

Key Milestones	Target Completion Date
Project Kick Off & Site Visit	February 3, 2023
Initial UDOT Region 2 and UDOT Executive Coordination Meeting	February 14, 2023
Conduct Traffic Analysis & Prepare Memo for 2023 Improvements	By February 28, 2023
Develop Final Design and Submittal Packages on Top 2 Improvements	By February 28, 2023
Submit PS&E to UDOT for Approval	March 30, 2023*
Submit Pre-Advertise Package for Approval	April 20, 2023*
Estimated Advertisement Date	May 1, 2023*
Final Report & Approach to Next Steps	August 30, 2023

*Pending UDOT and construction schedule

PROJECT TASKS IN SUMMARY:

- Task 1: Project Management, Meetings and UDOT Coordination
- Task 2: Conduct Traffic Analysis for SR-248
- Task 3: Mid and Long-term Solutions Development
- Task 4: Design and Submittal Packages
- Task 5: Final Report & Approach to Next Steps

Task 1 – Project Management, Meetings, and Coordination

Horrocks staff will provide project management for the Short-Term SR-248 Transit Project including meetings, email coordination, project dashboard setup and maintenance, project dashboard uploads, meeting agendas, budget and scope management, coordination with participating agencies, and internal team coordination.

Anticipated meeting schedule, including prep time and travel hours:

- A. In-person Scoping Meeting & Site Visit
 - a. Assume 1 (4 hour) meeting, 4 consultant participants
 - b. Estimated 16 hours, including travel to and from meetings
- B. Virtual Progress Meetings
 - a. Assume up to 12 meetings (2 per month for 6 months), 3-4 consultant participants
 - b. Estimated 50 hours
- C. Internal Horrocks Coordination Meetings
 - a. Assume up to 12 internal meetings (2 per month)
 - b. Estimated 48 hours
- D. Virtual UDOT & Agency Facilitation Meetings
 - a. Assume up to 6 Meetings, 2-3 consultant participants
 - b. Assume material development and preparation time for meetings
 - c. Assume travel time to and from meetings
 - d. Recommend meetings with:
 - i. UDOT Region 2
 - ii. UDOT Executive Leadership
 - iii. Snyderville Basin Water & Sewer & other Utility
 - e. Estimated 16 hours

Task 1 Assumptions:

- 1. Horrocks to setup and maintain the project dashboard using SharePoint Online

Task 1 Deliverables:

- 1. Project dashboard for file sharing
- 2. Meeting collateral including exhibits, presentations, and agendas
- 3. Meeting minutes
- 4. Project invoices

Task 1 Estimated Total Hours: 130

Task 1 Estimated Cost: \$21,450

Task 2 – Conduct Traffic Analysis

In order to advance near-term improvements within UDOT right-of-way, a traffic analysis to understand potential impacts and efficiencies will be conducted. This analysis can be used in both the near and midterm approaches to corridor improvements that include event and seasonal improvements. Horrocks will utilize existing UDOT AADT and collected travel time data to conduct a desktop traffic analysis for the proposed improvements identified by Park City. The scope for this task includes:

- 1. Utilize 2018 data counts and recent counts conducted by PCMC staff apply a growth factor to assume current volumes
 - a. Estimated 50 hours
- 2. Collect drone footage of corridor to observe traffic conditions and gather data to help calibrate models
 - a. Estimated 10 hours
- 3. Collect StreetLight/ATR data to determine seasonal variations in traffic
 - a. Estimated 8 hours
- 4. Look at pre-Richardson Flat traffic signal (2022 winter) and post traffic signal (winter 2023) conditions
- 5. Collect bus route information including service, routes, frequency, and chokepoints
 - a. Estimated 4 hours

6. Build existing conditions Vissim model
 - a. Estimated 120 hours
7. Build Vissim traffic model with proposed improvements (include vehicles, transit, pedestrian interaction)
 - a. Estimated 120 hours
8. Compare existing and build bus/traffic operations and provide additional recommendations if warranted.
 - a. Estimated 20 hours
9. Documentation
 - a. Estimated 40 hours

Task 2 Assumptions:

1. Horrocks will obtain and update the EA traffic model and growth factors

Task 2 Deliverables:

1. Traffic Analysis Memo of short-term improvements, including signal optimization for the Richardson Flat Road and SR-248 intersection.

Task 2 Estimated Total Hours: 372

Task 2 Estimated cost: \$40,000

Task 3 – Develop a Unified Long-term path for SR-248

The Horrocks team in close partnership with PCMC will launch a parallel task to tasks 3 and 4 below to investigate an approach forward for mid- and long-term improvements for the corridor. The work here includes compiling previous efforts conducted to date including studies and other improvements on the corridor, develop a common understanding of what the goals are for SR-248, and facilitate an action plan that will tee up a future phasing and implementation plan. This will allow PCMC to be proactive along the corridor in meeting transit and transportation goals beyond the 2023-2024 spot improvements, while facilitating a coordinated long-term approach with UDOT. Tasks include:

1. Compilation of previous efforts and a clear understanding of why they were not previously implemented
2. From previous efforts and current traffic analysis, present a portrait of corridor needs and/or deficiencies (for all modes)
3. Facilitation with PCMC staff, leadership, and elected officials to create a unified voice around what concerns should be addressed on SR-248.
 - a. Examples may include but are not limited to improving transit service priority and efficiency, reducing traffic delay, improving signal optimization at key intersections, addressing other corridor improvements that are forward compatible with the future vision for transportation in Park City
4. Development of goals for the corridor
5. Determination of how the transportation strategies identified by PCMC relate to corridor goals and can be realized in the future
6. Develop a strategic vision for addressing the planning and environmental requirements for corridor changes

Task 3 Deliverables:

1. Documentation of corridor history and past constraints and needs/deficiencies with implementation
2. Documentation of PCMC staff facilitation
3. Report outlining agreed upon corridor needs, goals, and strategic path forward

Task 3 Assumptions:

1. None

Task 3 Estimated Total Hours: 232

Task 3 Estimated cost: \$58,000

Task 4 – Design & Submittal Packages

Horrocks will prepare preliminary and final design packages for the top two priority projects (shoulder/spot improvements for east bound transit lane on SR-248 (between SR224-Wyatt Earp), and east bound shoulder lane restriping from Wyatt Earp to Richardson Flat Road). The drawings will be compiled following requirements for UDOT standards and permitting requirements, which provides the information needed to estimate costs (based on 30% design). This task includes:

1. Coordination and review by UDOT at necessary milestones
2. Develop initial roadway scope and preliminary PDC to review with UDOT
 - a. Estimated 100 hours
3. Develop initial roadway design and model, prepare combined geometry and plan-in-hand submittal package
 - a. Estimated 200 hours
4. Finalize roadway design and model, prepare PS&E submittal package
 - a. Estimated 200 hours
5. Design support during construction
 - a. Estimated 100 hours

Task 4 Assumptions:

1. Existing data will be used from the SR-248 Snow Creek Crossing Study and the 2019 Draft SR-248 Environmental Assessment where possible to identify:
 - i. Roadway rights-of-way
 - ii. Property lines
 - iii. Land ownership
 - iv. Easements for utilities or other features
 - v. Supplemental survey for design as needed (spot checks)
 - vi. Traffic counts
2. A range of improvements may be identified, and up to two specific improvements will be designed to bid in spring/summer 2023.
3. Estimated 40 hours
4. Assume a 1-hour comment resolution meeting for each design, plus staff time to update

Task 4 Deliverables:

1. PDF and DWG files for each submittal sheet
2. Engineer's estimate including costs (PDF and excel)
3. Full advertising plan with engineers estimates and specifications
 - a. Expected advertising date of May 1, 2023, pending UDOT review and approval

Task 4 Estimated Total Hours: 700
Task 4 Estimated Cost: \$70,000

Task 5 – Prepare Final Report & Approach to Next Steps

Horrocks will compile the findings, recommendations, designs, and information gathered throughout the project into a clear and concise report. Then, in conjunction with Park City staff will develop an approach for addressing transit service and travel time deficiencies along SR-248 by recommending a suite of mid to long term improvements to implement in 2024 and beyond. Horrocks will work closely with UDOT to facilitate partnerships, ensure implementation in a timely manner, and engage on proposed improvements.

1. Final Report or Collateral
 - a. Documenting the analysis and design process
 - b. This may be in the form of City Council presentation materials, one pager, or short report
 - c. Estimated 20 hours
2. Approach to Next Steps
 - a. Identify additional improvements to advance to design or that warrant further study for 2024 and beyond (as determined by analysis)
 - b. Develop a memorandum for the final report documenting next steps and any recommendations for the proposed transit alternatives study on SR-248.
 - c. Estimated 30 hours

Task 5 Assumptions:

1. Up to two rounds of edits from PCMC
2. No public meeting presentations as part of this task

Task 5 Deliverables:

1. Final Report (PDF) that includes:
 - a. Written summary of work completed
 - b. Traffic summaries of existing conditions
 - c. Traffic summaries for all solutions developed in Task 3
 - d. Concept design drawings of long-term & special event/season solutions developed in Task 3
 - e. Five-year capital plan
 - f. Five-year funding strategy
2. All Files, traffic model, and Data Transferred to PCMC

Task 5 Estimated Total Hours: 302
Task 5 Estimated Cost: \$49,830

Fee

Total Estimated Fee: \$239,280.00

Mileage will be billed at current federal reimbursement rate.

Council Agenda Item Report

Meeting Date: February 16, 2023

Submitted by: Michelle Kellogg

Submitting Department: Legal

Item Type: Staff Report

Agenda Section: CONSENT AGENDA

Subject:

Consideration of Approval of Settlement and Acquisition of Façade Preservation Easement for 569 Park Avenue in the Amount of \$250,000, Resolving Prior Appeal of Demolition Denial/Determination of Significance

Suggested Action:

Attachments:

[569 Park Avenue Staff Report](#)

[Exhibit A: Draft Settlement Letter](#)

[Exhibit B: Proposed Façade Easement](#)

City Council Staff Report



Subject: 569 Park Avenue
Application: PL-22-05317
Author: Mark Harrington, Senior City Attorney
Date: February 16, 2023
Type of Item: Settlement/Acquisition of Preservation Easement

Recommendation

(I) Review and approve the proposed Settlement Letter for 569 Park Avenue Demolition Appeal; and (II) Approve the acquisition of a Façade Easement for \$250,000.

Description

Applicant: William A. Kershaw and Janet F. Kershaw
Location: 569 Park Avenue
Zoning District: Historic Residential - 1 (HR-1)
Adjacent Land Uses: Residential
Reason for Review: City Council Approval of Settlement and Façade Easement

LMC Land Management Code
HPB Historic Preservation Board
HR-1 Historic Residential - 1

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

Background

History of Historic Sites Inventory Listing of 569 Park Avenue (blue house):

- Property was listed as “non-contributory” in 1979 Utah State Historic Survey.
- Property received Park City Historic Grant funds for re-roof in 1988.
- Property was listed on the updated Park City Historic Sites Inventory (HSI) in 2009.
- Property was delisted from Historic Sites Inventory (HSI) upon recommendation of the City’s preservation consultant and staff due to ineligible roof in 2010.
- Property brought back on the HSI after the City Council amended the historic design guidelines by ordinance in 2015 resulted in re-eligibility. The City initiated the re-listing in 2015 without property owner consent. The owners filed a demolition application also in 2015 after the City’s application for re-listing the property on the HIS was filed.
- The owners appealed the March 2, 2016 Determination of Significance resulting in the relisting on HSI/denial of their demolition application.

- State legislature changed land use regulations – specified the City cannot be the applicant to prevent vesting under pending ordinance doctrine, likely effecting when the owner’s application for demolition permit was vested.
- In 2017, the Utah Private Property Ombudsman issued an advisory opinion in property owner’s favor.

From 2018-2021, the City and owners agreed to stay the appeal in favor of pursuing a mutually acceptable solution. The owners which included two parties at the time explored design options and one of the owners bought out the other. The owners worked with their neighbors and the planning department to resolve several planning issues, which included setback determinations, existing non-conforming status, potential driveway location, maintaining a single-story façade, and a minor shift of the structure.

After positive preliminary design feedback from the City and neighbors, the owners offered the proposed Settlement Letter, including the acquisition of the Façade Easement for \$250k in exchange for dismissal of their appeal, provided the necessary approvals could be secured regarding a proposed, new addition.

Analysis

569 Park Avenue was built approximately in 1917 and is [a Significant Historic Site](#) on the Park City Historic Sites Inventory, pending appeal.¹ The Significant Historic Structure at 569 Park Avenue straddled Lots 17 and 18 of Block 5, until the City Council approved a plat amendment to create one lot on October 27, 2022 ([Staff Report; Minutes](#), p. 16).

On September 7, 2022, the Historic Preservation Board approved relocation of the Significant Historic Structure four feet to the north and Material Deconstruction of a portion of the rear and south side façade to accommodate the rear garage addition ([Staff Report; Minutes](#), p. 19). In voting 5-1 to approve the relocation and Material Deconstruction, HPB members cited preserving the compatibility with the streetscape, the garage addition is subordinate to the historic house, the increased compatibility of having the garage on the side rather than lifting the home and having the garage underneath, height was not being raised, and that view of historic home from the public right of way would be preserved.

The Applicant also submitted a Historic District Design Review (HDDR) application for a basement and rear garage addition. The Application received final staff-level HDDR approval on October 27, 2022.

All contingent approvals by planning and HPB approvals are now in place. City Council approval of the Settlement and Façade Easement are the final pieces resolving this

¹ LMC [§ 15-11-10\(D\)\(2\)\(d\)\(k\)](#)

long-standing dispute, which had significant neighbor, Historic Society and stakeholder input over the years.

The Façade Easement protects the existing and approved, single-story façade of the historic structure in a manner to preserve its listing a significant site on the Historic Sites Inventory. See Exhibit B.

Department Review

The Planning, Executive, and Legal Departments reviewed this staff report.

Budget has confirmed existing funds are available in CP0361 Land Acquisition/Banking Program CIP and do not require reprioritizing.

Exhibits

Exhibit A: Draft Settlement Letter

Exhibit B: Proposed Façade Easement

Wade R. Budge, P.C.
wbudge@swlaw.com

December 20, 2022

VIA E-MAIL

Park City City Council
c/o Mark Harrington, Esq.
445 Marsac Ave
PO Box 1480
Park City, UT 84060

Re: Settlement of 569 Park Avenue Dispute

Dear Mark:

The purpose of the letter is to confirm the agreement, by this firm's clients, the owners of 569 Park Avenue, and the city, to have the owners grant a façade easement the city to settle the pending dispute involving 569 Park Avenue. The key terms are these:

- In exchange for payment of \$250,000.00, payable to my clients, they will convey a Façade Easement in the form enclosed herewith.
- Upon delivery of the check and the exchange of the Façade Easement in recordable form, my clients will sign and record the plat combining their lots into one parcel, per the recently approved plat.
- The parties will take whatever actions are needed to dismiss the appeal pending before the board of adjustment regarding the denial of the demolition permits.

All of the above actions will follow the formal approval of this settlement by city council. Please advise of any questions and if in agreement, please arrange a countersignature below.

Park City City Council
December 20, 2022
Page 2

Very truly yours,

SNELL & WILMER

Wade R. Budge, P.C.

Park City Municipal Corp.

By:_____

Its:_____

Attest:_____

City Recorder

Enclosure

4889-1151-8981

WHEN RECORDED RETURN TO:
Park City Municipal Corporation
City Recorder's Office
P.O. Box 1480445 Marsac Avenue
Park City, UT, 84060

FACADE EASEMENT AGREEMENT

THIS FAÇADE EASEMENT AGREEMENT (the "Easement Agreement") is made as of the ____ day of _____, 202__, ("Effective Date") by and between William A. Kershaw and Janet F. Kershaw, co-trustees of the Kershaw Family Trust, dated February 2, 2001 (the "Owner"), and Park City Municipal Corporation, a municipal corporation organized and existing under the laws of the State of Utah, (the "City").

RECITALS

A. Utah Code § 9-8-503 permits the City to accept and hold a historic preservation easement.

B. The Owner is the fee simple owner of that certain property located at 569 Park Avenue, Park City, Utah 84060, which is more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property").

C. The City recognizes the historical and architectural value and significance of the home constructed on the Property (the "House"). The House's Façade (defined below) contributes to the historical and architectural value of the Property and this grant of a façade conservation easement will assist in preserving and maintaining the House's architectural, historical, and cultural features.

D. The Owner desires to grant to the City, and the City desires to accept, a façade conservation easement.

AGREEMENT

NOW, THEREFORE, in consideration of the City's agreement to pay the Owner Ten Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Owner does hereby grant, convey, transfer, and assign unto the City a conservation easement for the Façade ("Easement") as follows subject to the restrictions, conditions, and terms of this Easement Agreement:

1. Description of the Façade: As used herein "Façade" means any portion of the exterior of the House located above ground currently constructed on the Property, and as described and approved for construction pursuant to Park City Application number PL-22-05317..

2. Façade Easement Obligations and Rights.

2.1 Documentation of the Exterior Condition of the Façade. For purposes of this Easement Agreement, the Façade is depicted by the photographs attached hereto as Exhibit B, and such photographs accurately depict the Façade as of the Effective Date (the "Present Façade"). The Owner has obtained approval from the City for select modifications to the Present Façade as

demonstrated in the attached project files from application number PL-22-05317, incorporated herein, referred to as the "Approved Modified Façade." This Agreement shall pertain to the Approved Modified Façade, once constructed in accordance with application number PL-22-05317, as may be amended or modified by both the City and Owner in accordance with applicable laws.

2.2 Façade Viewing Area, Owner Activities. The Owner shall not take any action which would cause the Façade to deviate from the Present Façade except for those changes demonstrated in the Approved Modified Facade. The Owner shall not erect anything on the Property or House, including, improvements, walls, fences, statues, landscaping (except sprinkler systems), or fixtures which would substantially impair the public's view of the Façade from the adjacent street except for temporary structures. Owner may fully utilize the non-Façade portion of the Property, including but not limited to internal remodeling and adding to the existing building in accordance with applicable laws, but Owner acknowledges and agrees that such addition is limited to the Approved Modified Façade single-story building envelope of application number PL-22-05317. Additionally, the Owner shall not erect or place any satellite receiving dishes on the Present Façade (including that portion of the House after the approved modification), nor any camping accommodations, mobile homes, billboards, awnings, or advertisements not presently on the Property. Owner shall not allow any dumping of ashes, trash, rubbish, or any other unsightly or offensive materials on the Property and shall promptly clean up the same.

2.3 Maintenance of the Façade. The Owner, at their sole cost, shall maintain the Façade in a good and sound state of repair in accordance with Park City Municipal Code § 15-13-5 ("Maintenance Guidelines"), and maintain its listing as a Significant Site on the Park City Historic Sites Inventory. Subject to the casualty and force majeure provisions of Paragraph 6 below, Owner shall maintain the Façade according to the Maintenance Guidelines so that the Façade does not materially deviate from the Present Facade and/or the Approved Modified Facade. Additionally, the Owner shall maintain the non-Façade portion of the Property to ensure the structural soundness and safety of the Façade.

2.4 Failure to Maintain Façade and Viewing Area. If Owner fails to perform its obligations under Section 2.2 or Section 2.3 of this Easement Agreement, the City may notify Owner of such failure and specify the necessary corrective action the Owner must take to cure such failure. If the Owner fails to proceed to cure its performance within thirty (30) calendar days after receiving notice thereof, the Owner is deemed to be in default under this Agreement and the provisions of Section 5 apply.

2.5 Inspection. The City may enter onto the Property (outside of the House) to inspect the Façade, provided that the City provide the owner with notice at least 48 hours in advance and such inspection occurs during normal business hours, unless another time is agreed to by the Owner.

3. Warranties and Representations of the Owners. The Owner hereby represents and warrants to the City that the Owner, the Owner's heirs, personal representatives, and assigns, has not reserved, and to their knowledge, no other person or entity has reserved, any rights, the exercise of which may impair the Easement granted herein.

4. Insurance

4.1 Insurance. The Owner shall maintain homeowner's insurance for the Property for the full replacement value thereof and insure against loss from the perils commonly insured under standard fire and extended coverage policies. The Owner shall provide a Certificate of Insurance to the

City evidencing such insurance, including an endorsement naming the City as a loss payee and naming the City as an additional insured on the policy.

4.2 Application of Insurance Proceeds. Subject to the insurance proceeds requirements of any recorded Deed of Trust or Mortgage applicable to the Property, in the event of damage or destruction of any of the Property resulting from casualty, the Owner agrees to apply all available insurance proceeds and donations to the repair and reconstruction of the House. In the event the City determines, in its reasonable discretion, after reviewing all bona fide cost estimates in light of all available insurance proceeds and other monies available for such repair and reconstruction, that the damage to the House or Property is of such magnitude and extent that repair and reconstruction of the damage would not be possible or practical, then the Owner may elect not to repair or reconstruct the House.

5. Default/Remedy. If Owner fails to cure its nonperformance under Section 2.4 after receiving the required notice by the City, then (i) Owner hereby grants a license to the City to enter onto the Property at during regular business hours; (ii) the City may perform the required maintenance or other action that Owner failed to perform; and (iii) the Owner shall be responsible for the reasonable costs thereof. If Owner materially defaults under any other provisions herein, the City may, as its sole and exclusive remedy, seek to specifically enforce or enjoin such violation in a court of competent jurisdiction, and if the City prevails, the Owner shall pay all costs and expenses incurred by the City in seeking to enforce or enjoin this Agreement, including all court costs and attorneys' fees. Notwithstanding the foregoing, prior to the City filing any action in court, the City shall provide written notice to the Owner stating the Owner's alleged default and the Owner shall have thirty (30) calendar days after the receipt of such notice to cure such default.

6. Casualty; Force Majeure.

6.1 Casualty. If the Façade or any part thereof is damaged or destroyed by casualty, the Owner shall notify the City in writing within ten (10) calendar days of the damage or destruction and describe the extent of the casualty or damage. For purposes of this instrument, the term "casualty" is defined as such sudden damage or loss as would qualify for a loss deduction pursuant to Section 165(c)(3) of the IRC (construed without regard to the legal status, trade, or business of Grantor or any applicable dollar limitation). No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the House or Property and to protect public safety, shall be undertaken by Owner without City's prior written approval of the work. Within sixty (60) calendar days of the date of damage or destruction, Owner shall submit to the City a written report prepared by a qualified restoration architect and an engineer, which shall include:

- a) an assessment of the nature and extent of the damage;
- b) a determination of the feasibility of the restoration of the Façade and House and/or reconstruction of damaged or destroyed portions of the Façade and House; and
- c) a report of such restoration and/or reconstruction work necessary to return the Façade and House to the condition existing at the date immediately prior to the damage or destruction.

If, in the reasonable opinion of Owner and City after reviewing such report, the House and Façade may be restored or reconstructed using the available insurance proceeds or amounts contributed by the City, Owner shall within eighteen (18) months or a within a reasonable time considering financial and/or other considerations after the date of such change or destruction, complete the restoration and/or reconstruction of the House and Façade in accordance with plans and

specifications consented to by City up to the total of the casualty insurance proceeds. Owner is not obligated to expend any funds more than the insurance proceeds it actually receives to complete the repair or restoration of the Façade and House. City has the right to raise funds or contribute toward the costs of restoration and/or reconstruction above and beyond the total of the casualty insurance proceeds as may be necessary to restore the appearance of the Façade.

If, in the reasonable opinion of Owner and City after reviewing the report described in this Section 6.1, the repair or reconstruction of the Façade or House cannot be completed using all applicable insurance proceeds or money contributed by the City, this Easement Agreement shall automatically terminate and neither party shall have any further rights or obligations hereunder except for those that expressly survive this Easement Agreement's termination. Upon such termination, either party may unilaterally record a termination notice with the Summit County Recorder's Office

6.2 Force Majeure. If the timely completion of Owner's obligation to perform their obligations under this Easement Agreement is rendered impossible due to the following force majeure events: acts of government related to public health issues, acts of God, strikes, shortages or unavailability of labor or materials, lockouts or labor difficulty, sabotage, accidents, riots or civil commotion, acts of war, governmental orders, or other similar causes, then Owner's performance of their obligations within such timeframe will be excused for the period of such delay and the time period for performance shall be extended by the same number of days in the period of such delay.

7. Miscellaneous.

7.1 Interpretation. Any rule of strict construction designed to limit the breadth of restriction on alienation or use of property shall not apply in the construction or interpretation of this Easement, and this Easement shall be interpreted broadly to affect the transfer of rights and restrictions on use herein contained.

7.2 Run with the Land. The parties intend that Easement be effective in perpetuity and will run with the land. This Easement Agreement shall extend to and be binding upon Owner and City, their respective successors in interest, and all persons hereafter claiming under or through Owner and City; the words "Owner" and "City" when used herein shall include all such persons.

7.3 Violation of Law. Nothing contained herein shall be interpreted to authorize or permit the Owner to violate any ordinance or regulation relating to building materials, construction methods or use, and the Owner agrees to comply with all applicable laws, including, without limitation, all building codes, zoning laws and all other laws related to the maintenance and demolition of historic property. In the event of any conflict between any such laws and the terms hereof, the Owner promptly shall notify the City of such conflict and shall cooperate with City and the appropriate authorities to accommodate the purposes of both this Easement and such ordinance or regulation.

7.4 Notice. Any notice given hereunder shall be in writing and shall be mailed, with postage prepaid, by registered or certified mail with return receipt requested, or delivered by hand; if to Grantor then *Attn.: William and Janet Kershaw, 620 Mystic Ln. Sacramento, CA 95864* with a copy to *Attn.: Wade Budge 15 West South Temple, Suite 1200, Salt Lake City, Utah 84101* and if to Grantee, then at *Attn.: City Attorney, P.O. Box 1480, Park City, Utah, 84060*. Each party may change its address set forth herein by providing notice to such effect to the other party. Any notice, consent, approval, agreement, or amendment permitted or required of Grantee under the Easement may be given by the Park City Council or by any duly authorized representative of Grantee.

7.5 Recitals. The above Recitals are incorporated herein by this reference.

7.6 Time of the Essence. Time is of the essence in the performance of each and every term and condition of this Easement by the Owner.

7.7 Conveyance and Assignment. The City may convey, transfer and assign this Easement Agreement to a similar local, state or national organization whose purposes, are to promote historic preservation, and which is a "qualified organization" under Section 170(h)(3) of the Internal Revenue Code of 1986, as amended.

[Signature on Following Pages]

IN WITNESS WHEREOF, the Owner and the City executed this Easement on the date first above written, which Easement shall be effective immediately upon such execution.

CITY:

CITY OF PARK CITY,
a political subdivision of the State of Utah

By: _____
Mayor Nann Worel

Attest:

City Recorder

Approved as to Form:

City Attorney's Office

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _____, 202__, personally appeared before me Nann Worel, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding instrument as the Mayor of Park City, and acknowledged to me that she signed it voluntarily for its stated purpose.

[Signatures Continue on Following Page]

OWNER:

WILLIAM A. KERSHAW AND JANET F. KERSHAW,
AS CO-TRUSTEES OF THE KERSHAW FAMILY
TRUST, DATED FEBRUARY 2, 2001

By: _____
**William A. Kershaw, co-trustee of the Kershaw
Family Trust, dated February 2, 2001**

By: _____
**Janet F. Kershaw, co-trustee of the Kershaw
Family Trust, dated February 2, 2001**

[Insert Applicable Notary Blocks]

EXHIBIT "A"
Legal Description

That certain real property located in Park City, Summit County, State of Utah more particularly described as follows:

All of Lots 17 and 18, Block 5, Amended Plat of Park City Survey, according to the official plat thereof on file and of record in the Summit County Recorder's Office.

For Reference Purposes Only:

Address: 569 Park Avenue, Park City, Utah

Tax Number: PC-82

EXHIBIT “B”
Photographs of the Façade

Photo No. 1: Northeast oblique. Camera facing southwest. November 2014.



Photo No. 2: East elevation. Camera facing west. November 2014.



Planning Department/ Park City Corporation

Photo No. 3: Southeast oblique. Camera facing northwest. November 2014.



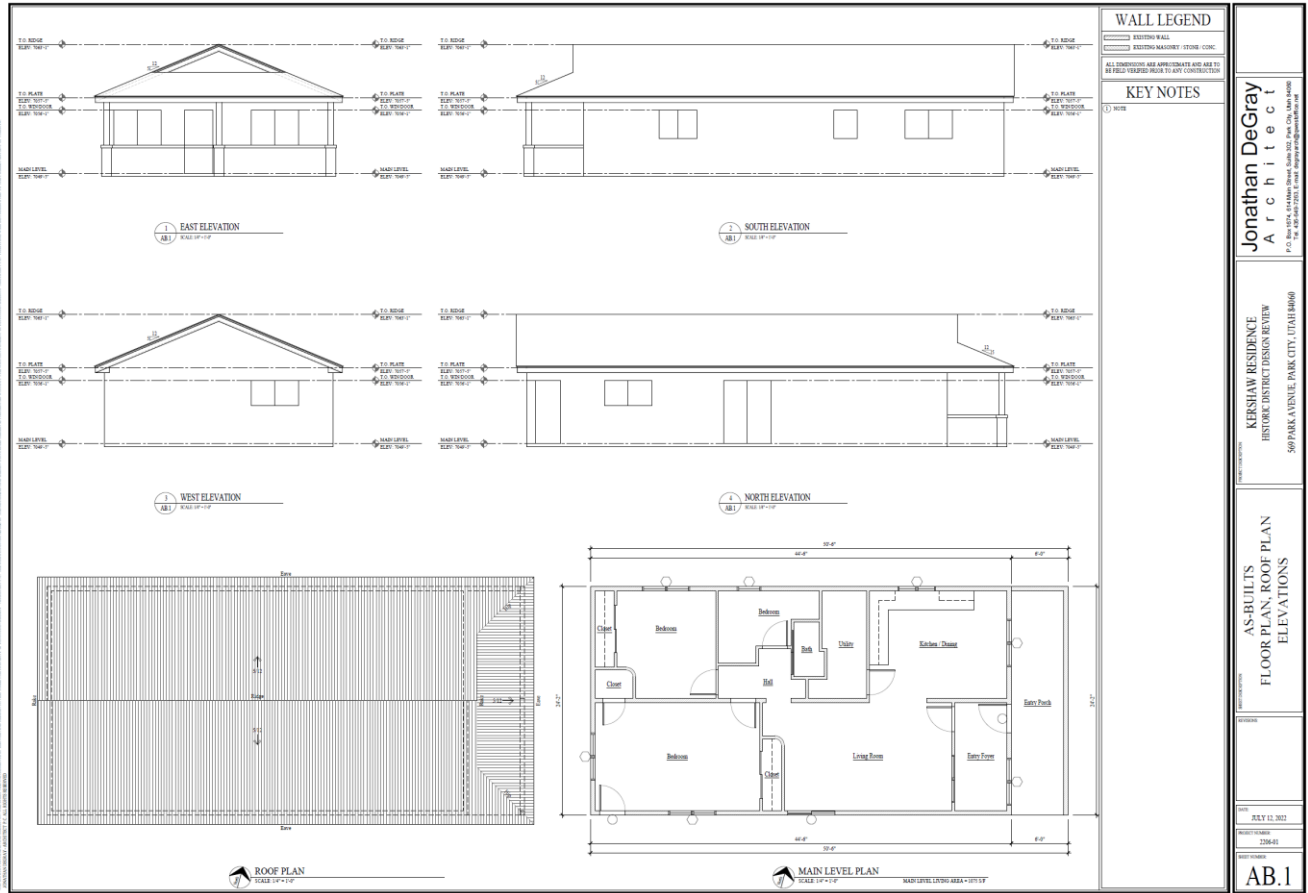
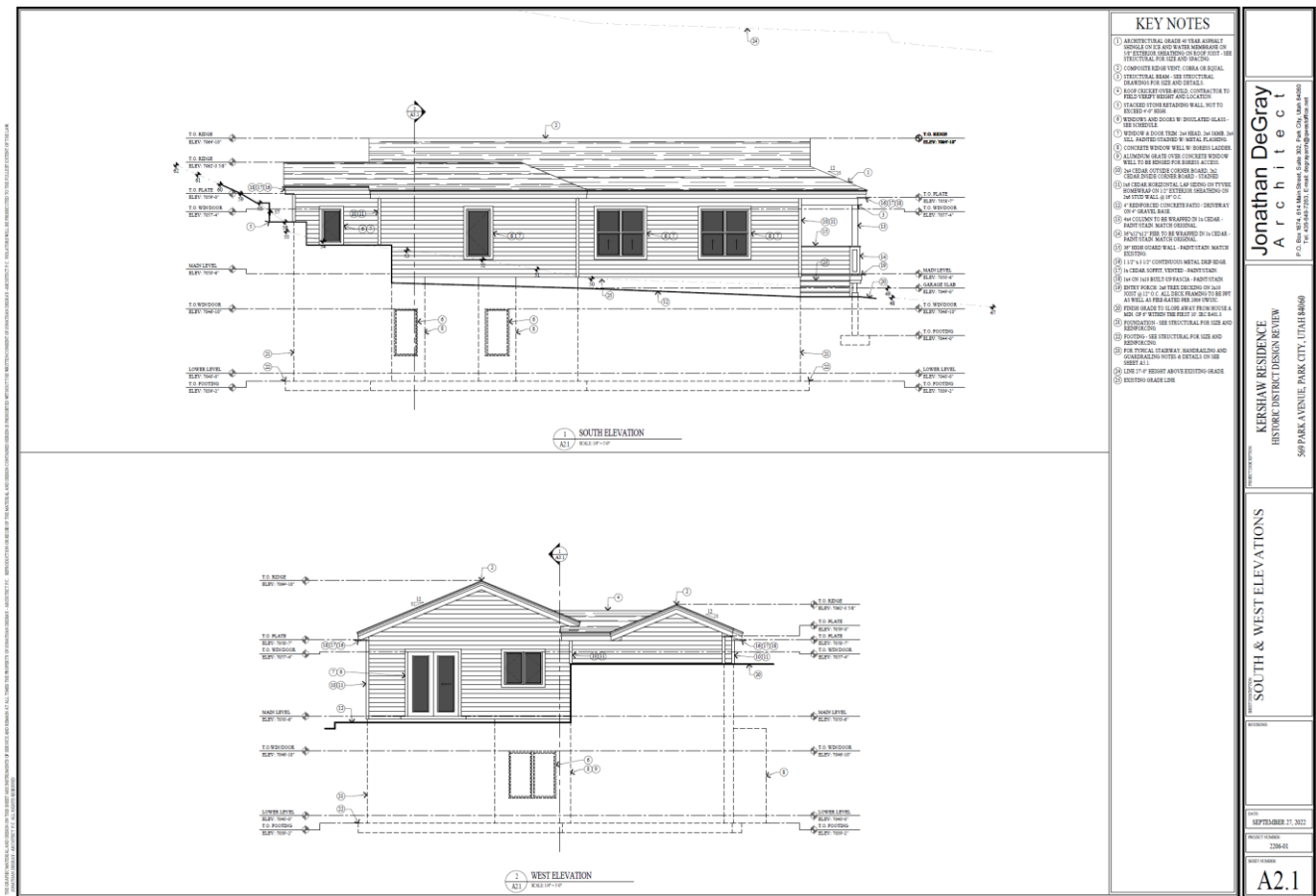
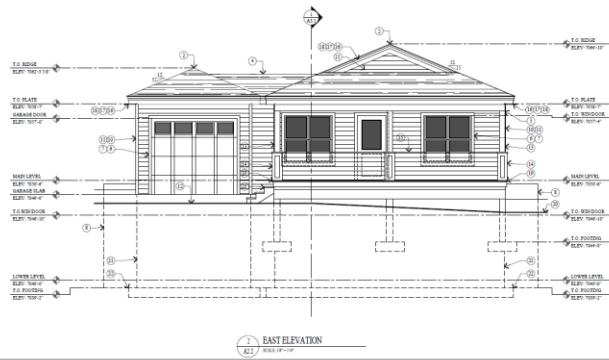
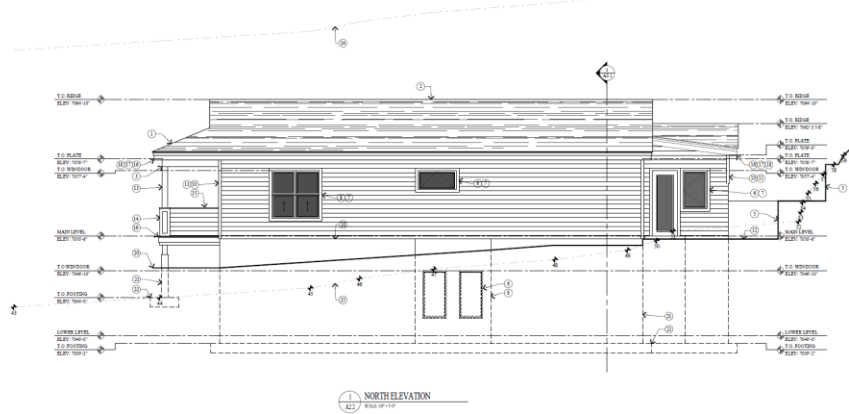


EXHIBIT "C"
Approved Modified Facade

See Planning Department Project File PL-22-05317



THIS DRAWING IS THE PROPERTY OF JONATHAN DEGRAY ARCHITECT. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF JONATHAN DEGRAY ARCHITECT. ANY VIOLATION OF THESE TERMS SHALL BE CONSIDERED A BREACH OF CONTRACT AND SUBJECT TO LEGAL ACTION.



KEY NOTES

1. ARCHITECTURAL GRADES AT TYPICAL AREAS. EXISTING GRADES TO BE MAINTAINED WHERE SHOWN. ALL GRADES TO BE MAINTAINED UNLESS OTHERWISE NOTED.
2. EXISTING GRADES TO BE MAINTAINED UNLESS OTHERWISE NOTED.
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Jonathan DeGray
Architect

KERSHAW RESIDENCE
HISTORIC DISTRICT DESIGN REVIEW

NORTH & EAST ELEVATIONS

DATE: SEPTEMBER 27, 2012

PROJECT NUMBER: 1204-01
SHEET NUMBER: A2.2

Council Agenda Item Report

Meeting Date: February 16, 2023

Submitted by: Michelle Kellogg

Submitting Department: Ice Rink

Item Type: Staff Report

Agenda Section: OLD BUSINESS

Subject:

Consideration to Approve a New Letter of Consent for the Interlocal Agreement with Snyderville Basin Recreation District that Outlines the Operation and Funding of the Park City Ice Arena

Suggested Action:

Attachments:

[Letter of Consent Staff Report](#)

[Exhibit A: 2023 Draft Letter of Consent](#)



City Council Staff Report

Subject: Letter of Consent with Basin Recreation
Author: Amanda Angevine, General Manager
Department: Ice Arena
Date: February 16, 2023
Type of Item: Legislative

Recommendation

Review and consider approving a new Letter of Consent (Exhibit A) for the [Inter-local Agreement](#) that outlines the operation and funding of the Park City Ice Arena with the Snyderville Basin Recreation District (Basin).

Executive Summary

In 2001, the City and the Basin decided to develop an indoor ice arena jointly. In 2004, the entities established an inter-local agreement that names the City as the owner and operator of the facility. The primary obligation of the Basin, following the opening, is an annual contribution of \$50K for ongoing capital expenditures. The 2004 Interlocal Agreement also requires the parties to review operations and funding every three years, as the 2004 agreement spanned decades and likely required updating as time passed.

During the 2018 and 2021 reviews, the City requested additional funding from the Basin to help keep up with inflationary cost increases and the facility's significant capital needs. The Basin denied the request for additional funding in 2018, and lengthy discussions began in the fall of 2021 to consider a new request for an additional \$16K annually and a one-time lump sum payment of \$275K.

While the parties could not agree initially, the Basin recently provided a new Letter of Consent in which they increased their annual contribution to \$66K. While the Basin does not support the one-time capital payment of \$275K, we believe it is in the City's best interest to accept the higher annual payment despite our disappointment.

The Ice Arena is pursuing a facility condition assessment to update the ongoing capital maintenance and replacement budgets. The last assessment was completed in 2017 and was used to request additional funding from the Basin.

Exhibits

A Proposed Letter of Consent

LETTER OF CONSENT

Purpose:

The Interlocal Agreement between Park City Municipal Corporation (the "City") and the Snyderville Basin Special Recreation District ("District") (individually, each a "Party," collectively, the "Parties") was approved August 31, 2004, and the Ice Arena opened in February, 2006. This letter is intended to fulfill obligations of the Parties with respect to Article 4, "Operation of the Ice Facility" and specifically Section 4.3 "Operating Contributions" paragraph (a)(2)v:

"The District and the City agree to review the amount of annual contributions and Use Guidelines every third year following the opening of the Ice Facility and to mutually agree upon allocations to the Ice Facility Reserve Fund, the CRRF and the Expansion Fund."

Definitions:

"Ice Facility Reserve Fund" shall mean the monies set aside to cover any operating budget deficits.

"Capital Replacement Reserve Fund" (CRRF) shall mean the monies set aside to fund Capital Equipment Replacement and capital improvements as needed from time to time for long-term upkeep of the Ice Facility.

"Expansion Fund" shall mean the monies set aside to fund future Ice Facility expansion which may include but are not limited to contributions by the Parties, and/or grants and gifts.

"Fiscal Year" refers to July 1- June 30, the fiscal year utilized by the City.

Background:

Consent to allocation between Funds for the period 2009-2012:

On May 6, 2009, the District and the City completed the first three-year review. Consent was given by the District for the following reallocation of funds:

- The existing fund balance of \$25,000 in the Expansion Fund, plus interest accrued, shall be reserved and restricted for the master plan and conceptual design specific to future expansion of the facility.
- Allocation of the annual District contribution will go to the CRRF. Article 4, Section 4.3 (3) of the Interlocal Agreement states that the CRRF may be used for Ice Facility replacement items that carry a useful life of more than one year and have a minimum cost of \$1,000.

Consent to allocation between Funds for the period 2012 - 2015:

On December 12, 2012, the District and the City completed the second three-year review. Consent was given by the District for the following reallocation of funds:

- In 2011-2012, \$15,000 of the fund balance of \$25,000 in the Expansion Fund was used for future planning, including a Recreation Facilities Demand Study completed in December, 2011 and the Community Interest and Opinion Survey, dated June 1, 2012, leaving a balance of approximately \$10,000 in the "Expansion Fund." The remaining funds are to be used for the master plan and conceptual design specific to future expansion of the Ice Facility.
- Allocation of \$35,000 of the annual District contribution will go to the CRRF to be used for Ice Facility replacement items that carry a useful life of more than one year and have a minimum cost of \$1,000.
- Allocation of up to \$15,000 of the annual District contribution will be to the Ice Facility Reserve Fund, the use of which will be restricted to costs of repair which exceed \$1,000 of Ice Facility replacement items as defined above. Any funds remaining from this portion of the contribution which are unused shall be allocated to the CRRF at the end of each fiscal year.

Consent to allocation between Funds for the period 2015 - 2018:

On December 9, 2015, the District and the City completed the third three-year review. Consent was given by the District for the following reallocation of funds.

- Allocation of the annual District contribution of \$50,000 will go to the CRRF. The District's contribution in the CRRF may be used for the following:
 - Items included in the Capital Schedule, attached in Exhibit A.
 - Replacement items that carry a useful life of more than one year and have a minimum cost of \$1,000.
 - Repairs or maintenance on mechanical systems which exceed \$500, or for lesser invoices that are a part of a Special Service Contract and anticipated to total over \$1,000 annually, as specified in the December 2015 Addendum between the Parties.

2018 Review Summary:

The City recommended each entity contribute an additional \$30k annually to the CRRF to increase funding for anticipated replacement projects that were not in the original Capital Improvement Schedule. After much discussion, the District's Administrative Control Board decided not to increase the District's annual contribution at this time due to other District budget priorities, as well as the uncertainty of the Ice Arena's expansion. With the District's decision to maintain the annual contribution at \$50k annually, the City in turn decided not to increase the annual contribution and

will continue to contribute \$50k annually.

Consent to allocation between Funds for the period 2019-2021:

On December 13, 2018, The District Board voted at its regularly scheduled meeting for the following allocation of the District's contribution between the Funds.

- The allocation of the annual District contribution of \$50,000 to the CRRF will remain the same as was consented to in December 2015.

2021 Review Summary:

The City recommended each entity contribute an additional \$66k annually to the CRRF to increase funding to adjust for inflation and anticipated replacement projects that were not in the original Capital Improvement Schedule. The City also requested that the District contribute a one-time lump sum of \$275,000. in 2021. After much discussion, the District's Administrative Control Board decided to increase the District's annual contribution to \$66k, but declined to make the requested one-time lump sum contribution. With the District's decision to increase the annual contribution to \$66k annually, the City in turn decided to increase the annual contribution and will continue to contribute \$66k annually.

Consent to allocation between Funds for the period 2022-2025:

On October 6, 2022, The District Board voted at its regularly scheduled meeting for the following allocation of the District's contribution between the Funds.

- The allocation of the annual District contribution of \$50,000 to the CRRF will be increased to \$66k.

The District Board reserves the right to modify the distribution at the time of the third-year review in 2025. Either Party has the right to request renegotiation of this agreement at any time. It is anticipated that this Letter of Consent could be reviewed and possibly renegotiated should a decision be made to expand the current facility

This Letter of Consent is dated _____.

Mayor
Park City Municipal Corporation

Chairman
Snyderville Basin Special Recreation
District

Council Agenda Item Report

Meeting Date: February 16, 2023

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section: OLD BUSINESS

Subject:

Consideration to Authorize the City Manager to Enter into a Contract with MKSK, in a Form Approved by the City Attorney, for Consultant Services for a Feasibility Study for the Community Property at Bonanza and Kearns and for a Small Area Plan for the Bonanza/Snow Creek Neighborhood, in an Amount Not to Exceed \$389,100

Suggested Action:

Attachments:

[Bonanza Park Planning Study Contract Staff Report](#)

[Exhibit A: Scope and Budget](#)

[Exhibit B: MKSK Feasibility Study Proposal](#)

[Exhibit C: MKSK BPSC Small Area Plan Proposal](#)

[Exhibit D: Presentation from MKSK Interview](#)

City Council Staff Report

Subject: Planning Contract Approval Request
Author: Jennifer K. McGrath, Deputy City Manager
Date: February 16, 2023
Type of Item: Contract Approval



Recommendation

Review and consider authorizing the City Manager to enter into a contract, in a form approved by the City Attorney, with MKSK for consultant services at a total cost of \$389,100. This contract covers the work to complete the following:

- Feasibility Study for the community property at Bonanza and Kearns (Arts & Culture District)
- Small Area Plan for the Bonanza/Snow Creek neighborhood

Summary

In late 2022, Park City issued 2 Requests for Proposals (RFPs) for significant planning studies – the Bonanza Small Area Plan and the Arts and Culture Feasibility Study. We received several quality proposals from consultant teams around the country. We asked, in the RFP, for consultant teams to consider proposals for both planning studies, and we were thrilled to see that most teams did offer proposals for both. Ten teams submitted proposals, and eight submitted proposals for both.

In December, we formed a selection committee composed of local community members, non-profit leadership, and City and County professional staff. The committee narrowed proposals down and interviewed four teams. In December, the committee initiated contract negotiations with MKSK and reached agreement on cost and scope of work.

Lead Firm, Contract, and Scope Overview

MKSK ([MKSK \(mkskstudios.com\)](https://mkskstudios.com)), who is leading the effort, is a Planning, Urban Design, and Landscape Architecture Practice with a network of twelve studios around the country. They partnered with Development Strategies and two familiar consultancy firms: Future IQ and Fehr & Peers.

Future IQ will provide an analytical approach to collect and assess quality community engagement and public outreach efforts, including developing strategies for demographic and market analysis and trends. Fehr & Peers will supplement MKSK with regard to transportation and mobility concepts, and Development Strategies will keep the process grounded in financial reality through economic and market analysis. Together, the team will complete the scope of work outlined for the Feasibility Study and

the Small Area Plan.

The Committee believes the MKSK collective is both strategic and experienced, and brings together an exciting combination of new ideas and perspectives with local knowledge. Committee members were particularly impressed with their technical expertise, previous work product, emphasis on meaningful community engagement, and evaluation capabilities tied to financial tools and market realities.

By selecting one team to lead both planning efforts, we gain economies of scale and created efficiencies across both studies. In the process of refining the scope of work, we have already seen benefits related to data collection efforts, project management, and community engagement. In addition, MKSK will support the City's desire to form several local stakeholder groups focused on balancing and incorporating the interests of neighboring property and small businesses with large community interests, goals, and challenges. By knitting together local knowledge and outside expertise, the committee believes MKSK can propel the community forward with a viable and achievable plan for the entire area and City property. At the mayor's direction, an outreach effort to solicit applications for advisory committee members was launched earlier this week.

The broad categories included in the attached scopes are as follows (much greater detail can be found in the attached Exhibit A):

SCOPE A: Bonanza Park & Snow Creek Area Plan

- Task 1 – Define the plan timetable and existing conditions
- Task 2 – Define and develop a community engagement plan
- Task 3 – Develop neighborhood vision and plan goals and objectives
- Task 4 – Develop plan components
- Task 5 – Develop an implementation plan
- Task 6 – Develop Final Report/Executive Summary and Plan Adoption

SCOPE B: Bonanza Art & Culture District Feasibility Study

PHASE 1: INITIATE + EVALUATE + ENGAGE

PHASE 2: UNDERSTAND + EXPLORE – Concept and Design Elements

PHASE 3: SYNTHESIZE - Plan Recommendations

The budget, outlined in the table below, will be covered by various sources, including money allocated to Planning in FY22/23 for planning studies (\$100,000) and funds from Transportation Planning (\$25,000), with the bulk of the funding coming from the TRT budget (\$264,000).

Not to Exceed Fee Schedule

Scope A (Small Area Plan) Not to Exceed Amount

Scope A Tasks	Totals
Task 1 – Define the plan timetable and existing conditions	\$15,000
Task 2 – Define and develop a community engagement plan	\$10,000
Task 3 – Develop neighborhood vision and plan goals and	\$7,500

objectives	
Task 4 – Develop plan components	\$87,400
Task 5 – Develop an implementation plan	\$5,000
Task 6 – Develop Final Report/Executive Summary and Plan Adoption	\$18,500
Reimbursable Expenses	\$5,000
Total	\$148,400
Additional Service in Task 4.3.8	\$21,700
Total with Additional Service	\$170,100

Scope B (Feasibility Study) Not to Exceed Amount

Scope B Phases	Totals
Phase 1: Initiate + Evaluate + Engage	\$65,000
Phase 2: Understand + Explore	\$72,000
Phase 3: Synthesize	\$69,500
Reimbursable Expenses	\$12,500
Total	\$219,000

Grand Total for Scope A & B Combined (includes additional service)	\$389,100
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Department Review

Selection Committee members reviewed the scope of work, and the City Attorney's Office has reviewed the draft contract, scope of work and this report.

Exhibits

Exhibit A: Scope of work and budget for each study.
Exhibit B: MKSK Proposal for the Feasibility Study
EXHIBIT C: MKSK Proposal for the Small Area Plan
EXHIBIT D: Presentation from MKSK interview.

SCOPE A: Bonanza Park & Snow Creek Area Plan

Task 1 – Define plan timetable and existing conditions (Month 1)

1.1 Establish a Project Management Team (PMT) of City staff and consultant team members to guide this process through ongoing coordination. At a kickoff meeting, this PMT will develop and refine a project timetable with potential meeting dates, project phasing, engagement activities, and expected completion of project deliverables.

1.2 Coordinate with the Bonanza Art and Culture District planning process to ensure ongoing project communication. The planning team will ensure that any overlap in engagement and deliverables are complementary and clearly communicated with the public.

1.3 Compile all GIS and planimetric data for use in asset mapping and analysis.

1.4 Conduct an existing conditions assessment that includes demographics, history, and asset mapping (land use, zoning, flood plain, recent/planned development projects, historic properties and resources (historic rail lines, etc.), topography/terrain, connectivity, walkability, and others as deemed necessary)

1.5 Conduct a Plan Alignment to review previous plans and studies for the area, summarizing key findings, recommendations, and implementation items. Relevant plans may include the Arts and Culture Implementation Plan; Park City General Plan (2014), Transportation and Demand Management Plan (2016); Short Range Transit Plan (2016); Vision 2020; State Road 224 Bus Rapid Transit Locally Preferred Alternative (2018); Park City Forward, Long Range Transportation Plan (2022); Bicycle and Pedestrian Plan (In Progress); and Short-Range Transit Plan (In Progress).

1.6 Convene an Advisory Group that includes neighborhood residents and stakeholders to act as a representative voice of the neighborhood's interests. This group will meet at project milestones to guide the process. During this first task, PCMC staff will develop a list of potential members of this group and confirm their interest and availability.

Meetings:

- PMT Kickoff Meeting and ongoing coordination

Deliverables

- Existing Conditions Analysis
- Plan Alignment

Task 2 – Define and develop a community engagement plan (Month 2)

2.1 Create a detailed engagement plan to be conducted by subconsultant Future IQ that prioritizes strategies for ongoing engagement, sets points of contact, and identifies engagement expectations. Ensure that engagement is consistent throughout the plan to maintain plan momentum. It is anticipated that this planning process will run in tandem with that of the Bonanza Art and Culture District Feasibility Study.

2.2 Host a project website in tandem with the Bonanza Art and Culture District Feasibility Study to serve as a repository of all public project materials and provide a high level of transparency and real-time communication with the community. Using the Social Pinpoint platform, the project website may include options such as advanced polling formats, topic-based forums, prioritization exercises, and interactive map tools. In particular, an interactive map engagement tool would provide an opportunity for the public to geo-locate specific ideas or suggestions for public spaces, public art, recreation, and/or development.

2.3 Launch an online questionnaire to broaden the team’s understanding of the neighborhood’s strengths, challenges, and opportunities. The questions will be developed by the consultant team and distributed through the city’s social media and email lists.

2.4 Host a kickoff meeting with the Advisory Group to present the project timetable and project phasing, and establish project goals. At this meeting, conduct an interactive activity to identify neighborhood stakeholders and area strengths, weaknesses, and opportunities.

2.5 Conduct stakeholder roundtables with neighborhood champions and leaders to address priorities, concerns, and opportunities in the area. Meetings (up to four total) will be conducted virtually in one-hour sessions, with participants grouped by shared interests or themes. Potential participants to be refined upon selection but could include Neighborhood Groups; Historical Organizations; Developers; Arts Organizations; Non-profits; City Agencies; Architects & Design Field Experts; Business Owners; mobility and transportation advocates.

Meetings:

- PMT Ongoing Coordination
- Advisory Group Kickoff Meeting
- Stakeholder Roundtables (up to 4)

Deliverables:

- Engagement Plan
- Stakeholder Roundtable Takeaways

Task 3 – Develop neighborhood vision and plan goals and objectives (Month 3)

3.1 Develop plan goals and objectives using feedback gathered at Stakeholder roundtables, the kickoff meeting with the Advisory Group, and preliminary results from the online questionnaire.

3.2 Develop a vision statement for the Bonanza Park and Snow Creek neighborhoods that both reflects the area as it exists today and sets an aspirational vision for its future. This statement is intended as a succinct reflection of the voices engaged in this process up to this task and will guide the remainder of the process.

3.3 Engage the community at a Community Visioning Workshop to introduce the plan, present initial impressions of the neighborhoods, a current understanding of the area's identity, and report on what is heard from residents and stakeholders to date. This meeting will include opening remarks, a brief presentation with an overview of the project, and interactive activities and stations where community members can engage in one-on-one conversations with the planning team.

The workshop will include the following Trade Off & Priority discussion topics during public outreach/visioning to understand which transportation tradeoffs the public would be supportive of in the district:

- Improved transit stop locations and operations,
- Proposed and future active transportation paths,
- Vehicle, bicycle, and pedestrian connections to other corridors and paths,
- City-owned parcel:
 - Event needs,
 - Transit, bicycle, and pedestrian circulation and location placement,
- Traffic flow visioning:
 - What can we plan?
 - What options are feasible?
 - Is the public open to restricting movements e.g., one-way/left turns?
 - Are we willing to implement improvements with tradeoffs e.g., obtain dedicated transit lanes for slower vehicle travel times?
 - Are there tweaks available for special events/mega peaks?

MKSK recommends a Park City/High Valley Transit/UDOT transportation staff level meeting for this item to efficiently gather information on current projects and proposed projects.

Meetings:

- PMT Ongoing Coordination

- Community Visioning Workshop

Deliverables:

- Online Survey and Results, website updates
- Plan Goals and Objectives
- Vision Statement

Task 4 – Develop plan components (Months 4-8)

4.1 Develop land use and mobility plan components guided by the feedback received at the Community Kickoff Meeting, the results of the online questionnaire, and the project goals and vision statement. These plan components will be crafted in collaboration with the PMT.

4.2 Craft a Land Use Component that reflects the needs of local residents and responds to increasing hospitality pressures. As a diverse community home to a significant Hispanic/Latinx population and containing a variety of housing types, the Bonanza Park & Snow Creek Neighborhood is pivotal in providing attainable residential options for Park City’s workforce. Development pressures and challenges to retaining this affordability arise from the neighborhood’s proximity to a vibrant and world-renowned winter hospitality destination and the creation of a new potential Park City Arts and Culture District. The vision for growth in these communities will be developed by:

- Analyzing current trends and planned developments
- Identifying incompatible uses and potential development sites
- Developing an infill strategy to promote strong residential areas and vibrant mixed-use nodes
- Leveraging the impact of the Park City Arts and Culture District to catalyze development nearby that serves existing residents.

4.3 Craft a stand-alone mobility component that tests how future growth in Bonanza Park, Snow Creek, and the Arts and Culture District can be accommodated while still meeting the established targets from the Park City Forward plan. This plan sets a target of 36% of the Bonanza Park district’s trips being by single occupancy vehicles in 2050, with the remaining travel needs being met by transit, walking, biking, and carpooling. To achieve this, Park City Forward identified improvements such as an enhanced active transportation grid, a multi-modal hub, transit service improvements, intersection modifications, an “aerial connection” to Old Town, and other investments. Reflecting these targets and led by subconsultant Fehr & Peers, this component will include the following analyses and subtasks:

4.3.1 Review Existing Conditions & Collect Data: Fehr & Peers will review traffic counts collected at the following existing intersections and segments in the study area. As part of this task, Fehr & Peers will also review existing corridor agreements, master plan documents, and access management documents relevant to the study intersections and segments.

1. SR-224 & Snow Creek Drive
2. SR-224 & SR-248
3. SR-224 & Homestake Road
4. SR-224 & Iron Horse Drive
5. SR-224 & Deer Valley Drive
6. SR-248 & Snow Creek Drive
7. SR-248 & Homestake Road
8. SR-248 & Woodbine Way
9. SR-248 & Bonanza Drive
10. SR-248 & Sidewinder Drive
11. Bonanza Drive & Prospector Avenue
12. Bonanza Drive & Munchkin Road
13. Bonanza Drive & Iron Horse Drive
14. Bonanza Drive & Deer Valley Drive
15. Woodbine Way & Munchkin Road

4.3.2 Existing Conditions Analysis: Fehr & Peers will use Synchro software to update previously developed traffic models of the study area to evaluate existing traffic operations based on the requirements in the Highway Capacity Manual, 6th Edition (HCM 6) using the peak hour data collected during Task 1. The analysis will identify any level of service issues and potential improvements at the identified study intersections. This task will also include an analysis of the 95th percentile queues for each lane group of the study intersections. As part of this task, MKSK will also attend an on-site walking tour to review existing bicycle, pedestrian, and transit facilities within and adjacent to the study area and document deficiencies that we find. This will include a review of:

- Existing sidewalk and trail presence and width,

- Pedestrian crossing facilities in the study area at both signalized and unsignalized locations,
- Evidence of desire lines where facilities or crossings do not exist,
- ADA infrastructure and deficiencies,
- Existing bicycle facilities and signage,
- Transit stops and amenities,
- Safety of transit stops considering operational and routing,
- Transit on-time performance,
- Transit service routes, and
- Transit boardings and alightings along the following segments:
 - SR-248 from SR-224 to Sidewinder Drive,
 - Bonanza Drive from SR-248 to Iron Horse Drive,
 - Snow Creek Drive From SR-224 to SR-248,
 - Iron Horse Drive from SR-224 to Bonanza Drive,
 - Short Line from Iron Horse Drive to Deer Valley Drive, and
 - SR-224 from SR-248 to Deer Valley Drive.

4.3.3 Land Use Scenarios Evaluation and Traffic Forecasting: Based on the visioning efforts in Task 4.2, Fehr & Peers will use our Mixed-Use Development (MXD+) tool or ITE's *Trip Generation Manual 11th Edition* manual to develop models to evaluate the travel demands of up to three land use scenarios with one round of comments and updates to the three modeled scenarios. The models will quantify traffic generation as well as the vehicle trip reductions as a result of transit capture, walk/bike capture, and internal capture (as a result of mixed-use development).

4.3.4 Shared Parking Analysis: Fehr & Peers will prepare shared parking analyses using the method recommended by Urban Land Institute's (ULI) *Shared Parking, Third Edition* manual. The analyses will evaluate the parking demands of the same three land use scenarios that are analyzed in Task 4.3.3 with one round of comments and updates to the three modeled scenarios. The analyses will show when peak parking demand for the land use scenarios would be anticipated based on time-of-day, day-of-week, month-of-year, internal capture, mode shift (to walking, biking, and transit modes), and employee/visitor travel patterns. As part of this task, Fehr & Peers will meet with Park

City staff to discuss the three land use alternatives and determine a preferred land use alternative to use in the following analyses.

4.3.5 Existing Plus Arts & Culture District Conditions Analysis: Fehr & Peers will expand the previously developed Synchro traffic models to include a “plus project” scenario that includes the generated trips and proposed driveways from the preferred land use scenario developed in Task 4.3.3 and identified in Task 4.3.4. MKSK will evaluate peak-hour traffic and transit operations based on HCM 6 requirements at each study intersection and up to three proposed study driveways. The analysis will determine the impacts of the proposed site plans for the proposed development on the existing peak hour traffic conditions/level of service/queueing and identify recommended multi-modal improvements, if they exist, at the study intersections listed in Task 4.3.1.

4.3.6 Bonanza Park & Snow Creek Neighborhood Buildout plus Arts & Culture District Conditions Analysis: Fehr & Peers will iterate on the peak-hour traffic volumes reviewed in Task 4.3.1 and used in the Synchro models to develop “buildout” volumes that account for planned development in the Bonanza Park & Snow Creek neighborhood. Fehr & Peers will expand the previously developed Synchro traffic model to determine the traffic impact of the preferred land use scenario developed in Task 4.3.3 and identified in Task 4.3.4 on the future buildout AM and PM peak hour traffic conditions and identify recommended multi-modal improvements, if they exist, at the study intersections listed in Task 4.3.1. These analyses will account for planned improvements to the transportation network that may be put in place by the planned buildout date. The analyses performed in this task, as well as in Tasks 4.3.2 and in 4.3.5, will be used later in Task 4.3.9 to inform which bicycle, pedestrian, and transit improvements would be needed to achieve mode-split targets.

4.3.7 Recommendations and Conceptual Designs: Based on the findings from the analyses performed in Task 4.3.2, Task 4.3.5, and Task 4.3.6, and accounting for public feedback on the city-prepared concept designs shared during Task 3.3, Fehr & Peers will develop up to three new vehicle or transit concept designs to address operational deficiencies at SR-248 & Bonanza Drive, and up to six additional vehicle or transit concept designs to address bicycle, pedestrian, transit, and vehicular deficiencies at other intersections or segments in the study area; this may include concepts along Homestake Road, Woodbine Way, Munchkin Road, Sidewinder Drive, Prospector Avenue, Short Line, and Iron Horse Drive. The concepts could include street cross-sections, conceptual intersection layouts, pedestrian circulation recommendations (e.g., pedestrian tunnels connecting to the Rail Trail), intersection signalization, or other recommendations as approved by Park City before conceptual design. Using the previously developed traffic and transit service models, MKSK will evaluate the impacts of those alternatives on the traffic within the study area, including the traffic surrounding the city-owned parcel.

As part of this task, MKSK will attend one public meeting to gather feedback on the concept designs. MKSK will assume one round of revisions to the conceptual designs based on feedback received from Park City staff and public outreach efforts. Based on the findings from the previous analyses, other networks, connections, or project improvements may be recommended in the mobility plan that may not need a conceptual design.

4.3.8 Transit Stop Analysis (Optional Additional Service for a fee of \$21,700): As requested by Park City, Fehr & Peers will use VISSIM simulation models to analyze the potential location(s) and effects of up to two new transit stops (e.g., one regional transit stop on SR-248 and one local stop on Bonanza Drive) that serve the city-owned parcel at the intersection of SR-248 & Bonanza Drive. This task would include an analysis of how the stop(s) would function operationally, where the stop should be located, parcel ownership at the proposed locations, how the design works with the roadway network/pedestrian infrastructure and potential impacts to the intersection of SR-248 & Bonanza Drive and the city-owned parcel. This task will include coordination with Park City Transit and High Valley Transit to collect ridership data, future service plans, and review existing transit operations/challenges at the site. Fehr & Peers will review best practices to incorporate the bus stop near the city-owned parcel and provide a planning-level conceptual design of the bus stop to demonstrate how it fits into the surrounding bike/ped network; the concept design will include pedestrian crossings or recommended treatments if applicable. Based on the collected data from Park City Transit and High Valley Transit, MKSK will also include a recommendation of how many buses the stop would need to accommodate under event and typical day scenarios.

4.3.9 Traffic Analysis and TDM Memo Preparation: MKSK will summarize the results of our findings in a memo to help the project team identify land use scenarios that optimally reduce demand on the transportation system. As part of that memo, MKSK will also identify transportation demand management (TDM) strategies that can be employed to further minimize single occupant vehicle travel and the ensuing greenhouse gas emissions. Fehr & Peers will utilize Park City's TDM+ Tool, which Fehr & Peers built for Park City, to help quantify the potential outcomes of implementing each of the identified strategies. This task will also include one virtual meeting with Park City staff to discuss our findings, review the contents of the memo, and receive one round of comments. MKSK will provide an updated memo to address those comments.

4.3.10 Public Outreach Support: MKSK staff will lead the outreach and engagement process, with Fehr & Peers supporting preparation for outreach and engagement efforts. To provide this support, Fehr & Peers will participate in up to four virtual or in-person meetings with key stakeholders up to, but not exceeding \$10,000 of staff time. This task assumes that Fehr & Peers will not be leading any engagement efforts nor producing outreach materials. Additional outreach events beyond those included in this scope of work will require written approval from you.

4.3.11 Meetings: Fehr & Peers will prepare a presentation for and attend up to eight biweekly virtual project meetings and two in-person in Park City.

4.4 Share Plan Component Drafts with the Advisory Group at a Second Meeting. This meeting will provide an overview of results from the community engagement process and provide an overview of the plan component and its subsequent recommendations.

4.5 Host a second Community Meeting in which the planning team presents draft recommendations, accompanied by displays, stations, activities, or small group discussions to gather community feedback and gauge community support.

Meetings:

- PMT Ongoing Coordination
- Transportation staff (HVT/UDOT/Summit Co/PCMC) focused meeting and transportation “trade-offs” focused conversation if not addressed in community visioning
- Advisory Group Meeting 2
- Community Meeting 2

Deliverables:

- Draft Land Use Component
- Draft Mobility Component, including traffic, TDM, and transit stop analysis

Task 5 – Develop an implementation plan (Month 8-9)

5.1 Craft an implementation strategy with plan recommendations by component. Recommendations should be aspirational yet feasible within the next 10 years. In a summary table, the plan will specify potential project partners, recommended timeframes, potential funding sources, and suggested project champions.

5.2 Define short-term wins that can be easily implemented within the next year at a relatively low cost, both to test the plan’s more ambitious ideas and to showcase a commitment to improvements in the neighborhood.

Meetings:

- PMT Ongoing Coordination

Deliverables:

- Implementation Strategy

- Implementation Matrix

Task 6 – Develop Final Report/Executive Summary and Plan Adoption (Month 9-10)

6.1 Produce a visually compelling final document and executive summary that summarizes the plan, its process, and its outcomes. The final document will reflect the neighborhood and be formatted to be graphically interesting and readable to a general audience. Materials will be organized to correlate with the two Plan Components and their recommendations.

6.2 Host a final Advisory Group Meeting to thank members for participating in the process, establish project champions for the next steps, and review the implementation strategy.

6.3 Host a Community Open House to celebrate the plan’s outcomes, share the final plan components, and provide the next steps for implementing the plan. This meeting will strive to occur in tandem with a pre-existing community event or neighborhood meeting.

6.4 Assist PCMC Staff with the adoption process, attending and presenting at Planning Commission and City Council public hearing meetings. The planning team will make any necessary edits to the final plan document.

Meetings:

- PMT Ongoing Coordination
- Advisory Group Meeting 3
- Community Meeting 3
- Adoption Meetings

Deliverables:

- Draft and Final Plan Document
- Draft and Final Executive Summary

SCOPE B: Bonanza Art & Culture District Feasibility Study

PHASE 1: INITIATE + EVALUATE + ENGAGE [Months 1 – 3]

1.1 Project Launch Meeting: The MKSK Team will hold a Project Launch meeting with the PMT to finalize a detailed project schedule and process, scope-of-work, information sharing protocols, and project milestones and deliverable dates. It will be critical to align this project with the Bonanza Park

and Snow Creek Small Area Plan so that these two projects run in parallel for several reasons including alignment of engagement efforts, understanding impacts to the overall circulation and transportation studies, and understanding of existing and future land uses. Additionally, MKSK will define project goals, desired program elements, potential site development issues, and known risks. This will include the development of a public outreach and communications plan (Community Engagement Strategy). The primary goal of this task is to quickly get the MKSK Project Team up to date on all of the planning and community efforts that are underway and establish coordination protocols with the Bonanza Park and Snow Creek Area Plan process.

1.2 Plan Alignment: The MKSK Team will review relevant studies, plans, data, and information to identify the current planning environment within the site and its surrounding areas as a means of establishing a baseline for recommendations and other components outlined in the Scope of Services. This will include a review and evaluation of the previous Park City Arts and Culture District Study and other recent or relevant planning studies, such as Park City Vision 2020. This effort will include a review with the PMT of these plans to identify recommendations that were realized and those that were not and why. This information will be compiled into an Alignment Plan to carry relevant recommendations and direction forward from the relevant plans in one reference location.

1.3 Existing Conditions Data Collection: The MKSK Team will collect relevant data and information to identify the current conditions within the Arts and Culture District, Bonanza Park, and surrounding areas. This includes a review and analysis of infrastructure, such as transportation, parking, and connectivity to adjacent areas and business districts. This Existing Conditions Analysis will be presented in the form of base mapping, diagrams, and summary tables which will be attractively designed and formatted for use at future meetings.

1.4 Arts and Culture Case Study Research: The MKSK team, led by Development Strategies for this task, will conduct research on (up to 3) national and regional arts and cultural districts. These case studies will be selected in coordination with the PMT, and will reflect best practices on urban infill, mixed-use development, vibrant open space, placemaking and activation, and integration of arts and cultural institutions into the urban fabric. These case studies will be compiled into a presentation format and will be shared as part of the community outreach and information-gathering phase.

1.5 Project Website: Serving as a repository of all public project materials, the project website will provide a high level of transparency and real-time communication with the community. Using the Social Pinpoint platform, the project website may include options such as advanced polling formats, topic-based forums, prioritization exercises, and interactive map tools. This website will include project information, such as schedules, presentations, surveys, and other materials.

1.6 Project Stakeholders: MKSK will work with the PMT to identify a list of informed stakeholders to be interviewed and consulted to understand the types of uses, densities, physical appearance, etc.,

desired by, as well as concerns of different parties. Stakeholders will be organized into themed groups, such as: Arts and Cultural Institutions, Transportation, Community and Elected Officials, Tenants and Property Owners, and Resident Groups. Depending on the make-up of these groups, additional stakeholder sessions may also be necessary with local experts such as developers, brokers, public agencies, and programming/event organizers. These eight to twelve meetings will take place virtually in 1-hour sessions and will include an education on art and culture districts, based on the results of the case study research.

1.7 Site Tour + Audit: Members of the PMT will accompany the MKSK Team on a half-day tour of the arts district site and Bonanza Park and Scow Creek to familiarize the Team with the site and highlight issues and opportunity areas that should be areas of focus in the plan. The team will photo documentation and qualitatively assess the condition of the area and its place in Park City and the greater region. This is the beginning of the MKSK Team’s assessment of existing conditions and will be conducted in tandem with a Community Visioning Workshop as part of a single trip.

1.8 Market Trend Research: Led by Development Strategies, this first phase will evaluate market trends—be they economic, demographic, or physical. The final product will blend these analyses resulting in recommendations regarding the scale, scope, and character of viable development as shaped by market forces, as well as site, political, and economic constraints. These include:

- **Demographic Analysis:** Demographic variables, including age, income, and population, will be analyzed to identify factors that will affect the site.
- **Consumer Demand and Market Segmentation:** Segmentation data provides household-level detail on consumer preferences, cultural norms, etc., that help establish the locations of households that could be enticed to live, shop, work, or visit the site.
- **Site Marketability and SWOT Analysis:** An assessment of the site’s geographic context will be undertaken to understand its marketability strengths, weaknesses, opportunities, and threats (i.e. SWOT analysis) including parcel depth and size, parking, compatibility of uses, and economic utilization of real estate.

1.9 Market Analysis: Building on the site context understanding, market analysis will be conducted to determine the specific scope of possibilities that exist in terms of present and future opportunities to supply unmet demand to different consumer groups, residents, and employers. Particular attention will be paid to retail, residential, and employment opportunities, as well as hospitality uses, using available data from the regional CVB and destination cultural institutions. Market analyses will include:

- Demand analysis will use market segmentation and demographics for housing and demand gap and buying power analyses for retail to determine if certain retail segments are missing in the market. Particular emphasis will be placed on visitor demographics and spending. An

affordability assessment will be made to evaluate affordable/workforce housing needs. Employment projections may be used to estimate future office employment growth that may be captured.

- Supply analysis will entail a detailed analysis of trends in the supply of current real estate products. Market metrics will be provided, including achievable rents, lease rates, and sale prices; absorption and achievable velocities of development; and achievable amounts of development.

1.10 PMT and Stakeholder Design Charrette/Workshop: A design workshop will be held with project stakeholders and the PMT to provide background information and situational context on buildings, land uses, landmarks, and historic elements present in the Art and Culture District. Together we will discuss opportunities for the district’s future growth. The workshop will include a visual preference survey to identify what the group envisions for the district regarding placemaking elements, design details, and aesthetics. Input will be used to develop and test ideas and concepts through a charrette process. After this charrette/workshop, the key findings, strategies, and concepts will be shared with the community for review and input.

1.11 Community Visioning Workshop: Critical to our foundational understanding of culture and place, MKSK will hold a public workshop at the end of this phase to engage a broader group of interested citizens and provide the opportunity for them to interact with members of the design team, PMT, and other stakeholders. This public meeting is intended to solicit ideas from the public, understand what the current perceptions are of the district, build excitement, and secure their buy-in for the future implementation of the plan’s recommendations. Interactive activities, such as a “design your own arts district” interactive station, will both inform the project team about community preferences and help build community buy-in and support for this process. The MKSK team will strive to make this meeting accessible, inclusive, and welcoming to all Park City residents, especially those in minority communities that are traditionally underrepresented in the planning process. With this purpose, the MKSK team will work with PCMC staff to provide special accommodations for meeting attendees, such as childcare during meetings, refreshments, snacks, or interpreters.

1.12 City Council Meeting: After this phase, the planning team, with support from the PMT, will provide an update to the City Council at a regularly scheduled meeting. This update will focus on the Community Engagement Plan and the outcomes and deliverables in this phase of work.

PHASE 2: UNDERSTAND + EXPLORE – Concept and Design Elements [Months 3 – 6]

2.1 Land Use Assessment: The MKSK Team will conduct a district-level analysis and understanding of land-use, adjacencies, quality of spaces, and balance of uses. MKSK will identify the existing land uses, recent development trends and functional relationships in the Art and Culture District. This land use analysis will be compared to case studies researched in the first phase, with strengths,

weaknesses, and opportunities identified in the plan’s recommendations. This analysis will result in a summary of recommendations for district land-uses, open spaces, and densities including a summary of supporting data, maps, and diagrams.

2.2 Connections Assessment: Gather and review issues of connectivity within the District, between other neighborhoods, and to the downtown core, but not limited to: Planned transportation improvements, scheduled road improvements, transit routes and high-level service frequency; Multi-modal, bike routes and dedicated lanes; Pedestrian networks, corridors, and connections, especially related to destinations and population centers; On-street and off-street parking capacity, especially for event, lodging and entertainment areas.

2.3 Market Strategy: This deliverable ensures that the right types of products will be delivered to the right market, thereby reducing risk to developers and governments, while increasing the likelihood of a lasting, sustainable development. It also identifies ways to leverage investments in the public realm, and complementarity in ways that result in development that is greater than the sum of its parts. Likely recommendations often include:

- Competitive positioning: understanding the site’s position relative to other available options; product recommendations (i.e., upscale, midscale, affordable) where relevant; quality, character, and amenities recommendations.
- Public enhancement recommendations: streets, streetscapes, parks, squares, and plazas
- Land use planning: optimal locations; mix-use synergies and complementarity
- Catalyst project recommendations
- Mixed income
- Retail tenanting strategies: anchor identification; inline retail category recommendations
- Development phasing
- Districts and branding
- Competitive differentiation with other commercial districts in the area to ensure complementarity (rather than competition)
- The concluded market strategy will include a matrix of product types—residential, retail, etc.—their achievable rents and sale prices, and achievable velocities of development.

2.4 Analysis and Option Development: Based upon the assessments in this task, the MKSK Team will begin preparing concepts and strategies for discussion with the PMT and the Park City Community. This will include developing framework plans highlighting potential physical improvements within the Art and Culture District. At this stage, the physical planning and design

concepts will likely have several alternatives for review, analysis, and discussion. Multi-pronged strategies, design concepts, and recommendations will be developed to address objectives in the areas of:

- Future Land Uses and Appropriate/Desired Mix
- Potential Catalytic Anchor Development
- Potential Relocation Opportunities
- Transportation and Parking Recommendations (vehicular & pedestrian)
- Physical Connections and Streetscape Improvements
- Business Environment and Growth Opportunities
- Parks, Open Spaces & Plazas
- Community Placemaking Opportunities
- Temporary and Short Term Placemaking
- Strategic Focus Areas, Priority Corridors and Community Gateways
- Wayfinding and Intuitive Routing
- Authentic Art District Branding

2.5 Community Update Meeting: The planning team will share these preliminaries concepts and strategies at a second community meeting, held in tandem with the Bonanza Park and Snow Creek Area Plan. At this meeting, the planning team will share site opportunities for development, mix of uses, and the potential for the creation of an art and culture district. This meeting will provide an opportunity for the community to provide feedback on the progress to date and share insights on how to best refine or narrow down concept options into a single community-supported vision.

2.6 City Council Update: At the completion of this phase, the planning team will provide an update to the City Council at a regularly scheduled meeting. This update will focus sharing the Market Strategy, Land Use Assessment, and the preliminary concepts and strategies.

PHASE 3: SYNTHESIZE - Plan Recommendations [Months 6 – 10]

3.1 Concept and Strategy Evaluation: The MKSK Team will advance and develop the preliminary concepts and strategies generated as part of Phase 2 based upon PMT feedback. The Team will also evaluate the concepts and strategies through the Vision Statement as well as the lens of the

adjacent districts and Bonanza Park. Proposed land conversion, redevelopment, use relocation, economic incentives, connectivity improvements, transportation recommendations, and branding recommendations, to name a few, must be considered in terms of impacts to other areas of the city, as well as to the continued success and improvement of existing cultural amenities. The Art and Culture District planning concepts and strategies will be compiled and condensed into highly graphic materials for presentation to the PMT, stakeholders, and the public.

3.2 Development and Feasibility Analysis: Economic feasibility analysis will evaluate and test likely development prototypes (i.e., construction costs, acquisition, etc.) and operational costs. Using up-to-date estimates on construction costs, as well as risk measures (such as capitalization and interest rates for different uses) the degree to which financial gaps in the development and delivery of products to market will be identified. Conversely, surpluses in development value, which can sometimes be leveraged to make other types of development viable, will be considered and can sometimes inform a development strategy. Residual land values will be determined and weighed against current land sale comparables. This will be done in conjunction with detailed site planning from MKSK, which will be modelling one or more development alternatives for the site. This effort will address how issues like parking, circulation, density, and scale might best be resolved on the site, making for a more accurate feasibility test, while also providing clarity to policy makers the actual physical ramifications of different program elements on the site.

3.3 Implementation Strategy: Includes the particular role, resources, investment and operational funds, and timeline for implementation of the Plan provided by the public sector, private sector, and partnerships. It shall include an implementation/action program and matrix for recommended improvements, cost estimates, phasing within the district, and preferred funding strategies (PPP, Long-term lease or sale, CRA, grants, etc.).

3.4 Draft Art and Culture District Feasibility Study: The Planning Team will produce a draft of the Feasibility Study. All information collected and analyzed to date will form the foundation of this effort. Graphics, maps, plans, and illustrations will be finalized. The Feasibility Study will address specific issues, goals, and strategies, and provide concise and specific steps to address and resolve identified needs, issues, and problems in a single document. This includes a robust Implementation Strategy, as detailed in this phase. The Art and Culture District Feasibility Study will be designed as graphically rich, user-friendly document to effectively communicate the results of the plan to a broad spectrum of audiences with the goal of building support for following the recommendations of the plan. A marketing level summary presentation will also be created that is less technical but can quickly convey the highlights of the plan to interested parties. The report will include as a baseline:

- A Summary of community sentiment based on the results from the engagement process.
- Documentation and analysis of best practices and case study research

- The assessment and review of existing plans and studies through a plan alignment.
- Identification of priorities, objectives, defined needs, and requirements, recommendations, funding strategies, and success metrics for the built program, land uses, and special event operations.

3.4 City Council and Stakeholder Follow-Up Meeting: It is anticipated that in building consensus and support for the plan, follow-up meetings with various stakeholders and City Council will be of great assistance. As part of a trip for a Community Open House, the MKSK Team will meet with stakeholders and City Council to socialize the draft plan, as directed by the PMT.

3.5 Community Open House: To build additional consensus and support for the plan, MKSK will conduct a Public Open House to present the draft Art and Culture District Feasibility Study. This will be an opportunity for the community to review all proposed concepts, recommendations, cost implications, environmental impacts, and implementation strategies. This open house will include a presentation focused on how to implement the plan and the steps the City and related stakeholders must take to realize the vision, as described above.

3.6 Plan Refinement: At this point, the MKSK Team will incorporate recommended revisions that have been compiled, approved, and provided by the PMT, project stakeholders, and Community Open House. Following the incorporation of the revisions, a PMT-approved final draft will be provided, and the MKSK Team will prepare a digital summary presentation for use in marketing and sharing the plan.

Not to Exceed Fee Schedule

Scope A Not to Exceed Amount

Scope A Tasks	Totals
Task 1 – Define plan timetable and existing conditions	\$15,000
Task 2 – Define and develop a community engagement plan	\$10,000
Task 3 – Develop neighborhood vision and plan goals and objectives	\$7,500
Task 4 – Develop plan components	\$87,400
Task 5 – Develop an implementation plan	\$5,000
Task 6 – Develop Final Report/Executive Summary and Plan Adoption	\$18,500
Reimbursable Expenses	\$5,000
Total	\$148,400

Additional Service in Task 4.3.8	\$21,700
Total with Additional Service	\$170,100

Scope B Not to Exceed Amount

Scope B Phases	Totals
Phase 1: Initiate + Evaluate + Engage	\$65,000
Phase 2: Understand + Explore	\$72,000
Phase 3: Synthesize	\$69,500
Reimbursable Expenses	\$12,500
Total	\$219,000

Grand Total for Scope A & B Combined (includes additional service)	\$389,100
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PARK CITY MUNICIPAL CORPORATION - REQUEST FOR PROPOSALS

POTENTIAL BONANZA ART & CULTURE DISTRICT FEASIBILITY STUDY

NOVEMBER 23, 2022

1. COVER LETTER
2. FIRM DESCRIPTION
3. TEAM ORGANIZATION & KEY STAFF
4. RELEVANT PROJECTS & REFERENCES
5. PROJECT APPROACH & SCHEDULE

November 23, 2022

MKSK

Gretchen Milliken, Planning Director
Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060
gretchen.milliken@parkcity.org

RE: Request for Proposals - Potential Bonanza Art & Culture District Feasibility Study

Dear Ms. Milliken and Members of the Park City Municipal Corporation,

On behalf of the entire MKSK team, I am pleased to share with you our proposal in response to the Request for Proposals for the **Bonanza Art and Culture District Feasibility Study**. We have prepared our proposal based on the information provided in the RFP, the questions and answers provided in the addendum, our conversations with our subconsultants who have recent and relevant experience working in Park City, and our experience preparing District Plans and Feasibility Studies in communities similar to Park City. We also understand that this RFP was released in conjunction with the **Bonanza Park and Snow Creek Small Area Plan** RFP with the suggestion that submitting firms are encouraged to submit for both RFP's. Our team agrees that there are several overlaps and synergies between these two projects, therefore MKSK is submitting proposals in response to both of these RFP's with the anticipation that these two projects would run parallel with each other, inform one another, and ultimately create a Small Area Plan and Feasibility Study that are in alignment with consensus from the public, stakeholders, and the City of Park City.

As cities across the country are experiencing less demand for suburban sprawl and a returned focus on growth and development within urbanized areas and core neighborhoods, it is fundamentally critical to understand and plan for the many pressures that growth can place on our cities and neighborhoods. We understand that the potential for a Bonanza Art and Culture District has these potential pressures both external and internal. Externally, what is the community sentiment for this potential new development? Internally, what are the potential and feasible mix of land uses, financial models, transportation impacts, and desired density that would promote a viable investment for the community.

To address these challenges and more, MKSK has assembled an experienced and collaborative team of professionals including planning and urban designers, engagement specialists, transportation planners, and development/market strategists to provide a thorough understanding viable and potential development scenarios, the impacts/benefits of an arts and culturally focused district to the community, the community support for a new mixed use district, and examples of private/public partnerships and governance structure in similar developments. For this specific feasibility study our team is composed of the following professionals and services:

MKSK – Lead consultant, project management, planning, urban design, landscape architecture, placemaking, sustainability

Future IQ – Engagement: Public and Stakeholders

Development Strategies – Demographic Analysis, Market Trends, Market Analysis, Market Strategy

Fehr and Peers – Transportation and Mobility (services provided as part of Bonanza Park and Snow Creek Small Area Plan Team)

Our team understands that the residents of Park City are passionate about the future of their city, community, and neighborhoods. While MKSK prides itself on successful and meaningful engagement in all of our projects, we understand that this potential mixed use district project requires a team that has already built trust within the community and will engage the public and stakeholders through both the Small Area Study and this Feasibility Study. Our engagement specialist, Future IQ, has recent and successful experience working with the residents, stakeholders, and City officials of Park City during the Park City Vision 2020 project that engaged over 1,700 residents and stakeholders during that process. Future IQ will be engaging the public and stakeholders for both the Small Area Study and the Feasibility Study.

Combined with the Bonanza Park and Snow Creek Small Area Plan process, the MKSK team will prepare two distinct deliverables that are responsive to the issues and sensitivities of each project and are in alignment and build upon the future of the Bonanza area and broader Park City vision and goals. We are excited by the experience of our collective team and the leadership and knowledge that we will bring to this project and the community. We look forward to the opportunity to discuss our team, approach and methodology, experience, and how we are the best fit for this challenge and opportunity.

Respectfully Submitted,



Andy Knight, PLA, ASLA, Principal
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859.559.7337
462 S Ludlow Alley, Columbus, OH 43215



10TH STREET STRATEGIC INVESTMENT PLAN, JEFFERSONVILLE, IN

PASSIONATE ABOUT
PEOPLE & PLACE

MKSK

NEIGHBORHOOD PLANNING, LAND USE, TRANSPORTATION & CONNECTIVITY, ARTS DISTRICT PLANNING, ENGAGEMENT SUPPORT

Contact: Andy Knight, PLA, ASLA, Principal, aknight@mkskstudios.com, 859.559.7337

MKSK is a collective of Planners, Urban Designers, and Landscape Architects, founded in 1990, who are passionate about the interaction between people and place. We work with communities and clients to re-imagine, plan, and design dynamic environments for the betterment of all. We are a practice with a network of twelve regional metropolitan studios in Ohio, Illinois, Kentucky, Indiana, Michigan, South Carolina, Georgia, Florida, and the District of Columbia. MKSK approaches planning and design with a clear understanding that each place is unique and has economic, social, environmental, historical, and cultural influences which should be explored through thoughtful, context sensitive design.

Comprehensive & Community Planning

MKSK understands the numerous factors that must be considered to create a robust and successful community plan, including assessments of existing conditions, environment, infrastructure, transportation systems, demographics, market trends, development economics, fiscal implications, community character, cultural and historic structures, the built environment, and the public realm. We understand the relationships between the various types of land uses and their impacts on infrastructure and municipal services and funding. Because of our work with the public sector and the private development community, we have a robust understanding of the types, yields, needs, and site layout of the myriad land developments. We also understand their infrastructure, parking, support, amenity, and open space needs. We specialize in planning for the public realm, including downtowns, riverfront, parks, signature spaces, plazas, streetscapes, gateways, etc. Our goal in all of our community planning efforts is to identify catalytic projects that will attract investment, support a community's vision, and greatly improve quality of life and economic opportunity for all of its residents and businesses.

Our planning practice is guided by the following principles:

1. We **invest in long-term** commitments with the communities where we work, which is critical to plan implementation.
2. We bring a critical **understanding of community** planning and development strategies.
3. We **recognize key success factors** for implementation such as funding, stakeholder, community buy-in, resource commitments, political will and leadership.
4. We **align public and private sector goals**, partnerships that can bring results, and understand the appropriate public investments that can spur substantial private development.
5. We champion **urban placemaking, walkable districts, multi-modal transportation enhancements**, and **sustainable healthy community design** practices which result in significant reinvestment.
6. We offer a variety of live and virtual **public engagement opportunities** to gain the community's interest and input.
7. We bring **broad experience** in funding & regulatory tools.
8. We **create exciting and achievable visions** that motivate leaders, stakeholders, funders, and the public, that lead to successful built projects embraced by the community.
9. We understand the importance of careful and thoughtful **quality planning and design** in creating catalytic and lasting projects.
10. We understand the importance of place and character that is **unique to each community** and strive to incorporate and reflect that in individual designs.



MKSK

Land Use & Scenario Planning

We work with communities to identify catalytic projects that will meet community goals, attract investment, and complement the varied character of their surroundings. This involves identification of different scenarios for development that may vary in their mix of uses, form, and context. While we may identify some aspirational opportunities, we also apply our expertise in master planning to ensure our recommendations are grounded in real world feasibility.

Mobility

MKSK understands the inherent relationship between land use, its form, and the multi-modal transportation network. We seek opportunities to improve safety, community health, economic sustainability, and equity by providing options to single occupant auto travel. This is more than just offering an option along a particular street. We evaluate the supporting network to help identify mode priorities and improve connectivity, especially to transit corridors. This includes exploration of design options in the full right-of-way, as an important public space, to stimulate investment and create unique places.

Engagement

Community involvement and engagement is a fundamental part of our urban planning and design approach. MKSK are experts at interactive community engagement, including charettes, hands-on design workshops, traditional open houses, focus group sessions, surveys, and social media platforms. We also offer a sophisticated set of tools including online, telephone, web-based, and virtual participation options accessible to people of different demographic groups. Our experience and flexibility ensure we can adapt methods of engagement to meet social distancing requirements that may continue to arise to ensure we continue to have the vital conversations and interactions needed to keep the project moving forward.

Placemaking & Public Art

We work with municipalities, non-profit, cultural and institutional clients to help our communities become vibrant places of destination. MKSK leads a creative planning and design process that provides vibrant spaces while accommodating a variety of community and civic uses. MKSK understands that properly programmed, planned and designed urban spaces can be the catalyst for economic investment and redevelopment. Increased access to a downtown and riverfront, entertainment and cultural institutions, streetscape enhancements and pedestrian connections to connect multiple areas or districts, or revenue-generating community and event facilities that create a local and regional draw—these are the 'spaces' MKSK designs.

With over 70 regional and national design awards we have been recognized by our peers as a leader in our respective fields. More importantly, MKSK is proud of projects that have truly transformed the communities in which we work.

MKSK seeks to go beyond "beautiful" to arrive at solutions that provide meaningful sustainable results. Projects that are environmentally, socially and economically sustainable. MKSK projects have become centerpieces and identifying parts of the communities in which they are located – generating civic pride, economic success, and overall enjoyment – making our communities stronger, prominent places to live, work and visit. MKSK also has extensive experience qualifying, managing, and integrating artists' work into projects, from pocket parks and gateways to streetscapes and the public realm. Depending upon the scope and nature of the project, members have worked with graphic designers, sculptors, artists, and in-house designers to integrate art, graphics, and sculpture into the public spaces they plan and design.

DEVELOPMENT STRATEGIES®

DEVELOPMENT STRATEGIES: ECONOMIC & MARKET ANALYSIS

Matthew Wetli, AICP, Principal, mwetli@development-strategies.com, 314.421.2800

Development Strategies is a full-service planning and development advisory company, and takes the broadest approach to defining development—economic, real estate, community, policy, and place. It is their philosophy that cities are fundamentally composed of people first, and that the development of cities needs to continually reflect their needs, goals, and aspirations. Their mission is to work with likeminded people who believe that their site, neighborhood, district, city, or region can be made better, and engage in a dialogue about what a place can be, and what the community wants it to be. Their commitment is to not only to devise the best strategies based on sound analysis, but to democratize planning and development by making them accessible and devoid of jargon, so that people can truly make decisions based on the best information. They strive every day to have meaningful interactions, with an approach that is always holistic and adaptive based on continual feedback and refinement.



future→iq

FUTURE IQ: PUBLIC ENGAGEMENT LEAD

David Beurle, CEO and Founder, david@future-iq.com, 612.757.9121

Future iQ is a small, privately owned global research and consulting company headquartered in Minneapolis, Minnesota. Founded in 2003, Future iQ's global footprint brings a broad perspective and delivers transformational customized solutions to our clients. With nine staff members and four strategic partners, Future iQ's clients span North America, Europe, and Australia.

The client-facing Future iQ team members presented in this proposal have significant experience working on community engagement, visioning, strategic planning, economic development, and sustainable tourism development projects. Future iQ recognizes that this project requires significant periods for intensive workloads and their team availability will allow sufficient team resources to be deployed, both on-site and/or virtually, and for data analysis and report preparation.

The proposed team members are an experienced and reliable team, with a complementary mix of required skills in:

- Project management and stakeholder workshop facilitation
- Highly developed critical thinking capacity in the areas of visioning and strategic planning
- Knowledge and experience with State agencies, municipalities, corporations, regional entities, and non-profit organizations



PROJECT TEAM ORGANIZATION





Education

Master of Landscape Architecture, The Ohio State University, 2002

Bachelor of Landscape Design, University of Tennessee, 1998

Registrations

Registered Landscape Architect: KY, OH, MI, MD

CLARB Certified Landscape Architect

Professional Affiliations

American Society of Landscape Architects

ANDY KNIGHT, PLA, ASLA, PRINCIPAL

Principal in Charge, Planner, Landscape Architect

MKSK

Andy's strengths lie in his holistic approach to urban design and community development. His urban design and planning experience ranges from master planning for neighborhoods, urban redevelopment, multi-modal transportation planning and design, and a variety of street enhancement projects. His experience in working with multiple communities over has provided a solid understanding of the users and high level of expectations. Andy's sensitivity to sense of place and community engagement uniquely positions him to deliver meaningful, performative, and innovative planning and design strategies. Andy's inspiration comes from his passion for high quality design through an integrated and collaborative design process with clients, users, constituents, contractors, and peers.

Project Experience

Butchertown, Phoenix Hill & Nulu Neighborhood Plan, Louisville, KY: The nine month process will include an innovative engagement strategy that relies on both online and on-the-ground mobilization, supported by a Neighborhood Advisory Group of community leaders and stakeholders. The study runs in tandem with an additional data-driven connectivity analysis that will study multi-modal connections to new and recent attractions.

Woodbridge Neighborhood Design Guidelines, Detroit, MI: MKSK led a multi-disciplinary team of Landscape Architects, Planners, Urban Designers, Architects, and Market Advisors to prepare neighborhood design guidelines and standards that will influence future development and improvements in the near-term.

West Kentucky St Corridor Plan, Louisville, KY: MKSK is leading a multi-disciplinary team to re imagine West Kentucky Street from Dixie Highway to 4th Street. Through a process of de-emphasizing vehicles and prioritizing pedestrians and bicyclists, the West Kentucky Street Corridor Master Plan weaves together a comprehensive strategy that promotes a safer, greener, expressive, and connected urban corridor.



Education

Master of Urban Planning, University of Louisville, 2013

Bachelor of Architecture, Kennesaw State University, 2010

Registrations

Certified Planner, American Planning Association

Professional Affiliations

Georgia Chapter of the American Planning Association

LUIS CALVO, AICP, ASSOCIATE

Project Manager, Planner

MKSK

Luis is an urban planner who specializes in translating intricate and complex planning issues to a general audience through verbal, written, and graphic communication. He uses his understanding of building form and his background in architectural design to provide a well-rounded approach to urban planning and design. As an advocate of community-driven planning, Luis emphasizes the use of creative public engagement tools to reach consensus among residents, stakeholders, and cities. Luis strives to generate planning documents and graphics that both educate and inspire and that are consistent with a community's goals and values. He has worked in several downtown plans for cities of variable sizes across the Midwest and has overseen planning projects that range from the site-specific to the regional level. Luis finds his inspiration from the richness in the diversity of urban neighborhoods and the people that continue to make them vibrant and exciting places to live.

Project Experience

Butchertown, Phoenix Hill & Nulu Neighborhood Plan, Louisville, KY: The nine month process will include an innovative engagement strategy that relies on both online and on-the-ground mobilization, supported by a Neighborhood Advisory Group of community leaders and stakeholders. The study runs in tandem with an additional data-driven connectivity analysis that will study multi-modal connections to new and recent attractions.

Downtown Louisville Master Plan, Louisville, KY: MKSK led a planning team of economic development, urban design, and market analysis specialists to develop a focused plan for Downtown that advances business development and housing strategies, addresses urban form and connectivity, and identifies catalytic projects for redevelopment and reinvestment.

Reedy River Redevelopment Area & Unity Park, Greenville, SC: Building on several years of community-based planning and public space design, the Affordable Housing Strategy focuses on the creation of new affordable housing units and mixed-income housing development in the Southside Neighborhood around Unity Park. The Strategy was a targeted effort geared towards quick implementation and the near-term creation of affordable housing units that would coincide with the development of Greenville's newest community park.

Kenmore & Middlebury Neighborhood Plans, Akron, OH: MKSK assisted neighborhood leaders and City staff in creating two neighborhood plans that will leverage funding opportunities and create improvements over the near- and long-term. Informed by retail market studies, and in collaboration with various neighborhood and community organizations, the resulting neighborhood plans takes a holistic look at the Kenmore and Middlebury neighborhoods and their connections to downtown Akron. To reach more residents than a typical planning process, the community was engaged via a series of festive events that were held over the course of the year.



Education

Bachelor of Landscape Architecture, The Ohio State University, 1977

Registrations

Registered Landscape Architect: OH, KY, IN, WV, TN, PA, SC

LEED Accredited Professional, USGBC

CLARB Certified Landscape Architect

Certified Planner, American Planning Association

Professional Affiliations

American Society of Landscape Architects

BRIAN KINZELMAN, FASLA, PLA, AICP, LEED AP, PRINCIPAL

Principal Planner

MKSK

Brian's passion is designing parks and public spaces that provide a solid foundation for future development and fit seamlessly into the existing landscape. For 25 years, MKSK has provided planning and design services to communities and clients throughout the United States. Brian's approach to planning is strategic, action-oriented, and targeted to meet the specific goals of each community. Brian's 37-year professional practice includes land use planning, parks and recreation design, campus plans, urban design, residential, and mixed use development planning for cities, towns, and private developers.

Project Experience

Birmingham NW Downtown Master Plan, Birmingham, AL: The NWDT Plan was an 18-month community-based process for aligning future investment and development in the Civil Rights District and the Switch with the community's vision for this locally- and internationally-significant place. MKSK's effort built on recent planning projects, better connecting the Northwest Downtown area to adjacent neighborhoods, and addressing meaningful questions about goals for equitable development.

Hilton Head Mid-Island Initiative, Hilton Head, SC: Located on the north side of the island, this work entails both a district wide plan for the Mid-Island and a park concept design for the Mid-Island Tract that is a former 18-hole golf course now owned by the town. The goal for the project is to create a revitalized district anchored by a new civic park that is integrally connected to the island's existing path system and nearby neighborhoods.

Hilton Head Corridors & On-Call Planning, Hilton Head, SC: MKSK is studying important corridors on Hilton Head Island with the goal of improving function and unifying appearances. The varied conditions that exist today will be evaluated and re-conceptualized into a consistent system that is easy to understand by users and considers safety and improved aesthetics.

Uptown Revitalization Plan and Comprehensive Plan, Plain City, OH: MKSK worked with the Village and members of the community in a robust community engagement process to develop 9 Planning Principles synthesizing priorities, strengths, and opportunities for the future of the community. The principles are comprehensive statements of direction to guide the plan and achieve the common community visions.



Education

Bachelor of Landscape Architecture, The Ohio State University, 1998

Registrations

Registered Landscape Architect: OH

Professional Affiliations

American Society of Landscape Architects

Urban Land Institute

International Downtown Association

JEFFREY PONGONIS, FASLA, PLA, PRINCIPAL

Development Planner

MKSK

Jeff is committed to the implementation of a meaningful and connected environment. His process is focused and mindful of both the aesthetic details of robust social spaces as well as the greater urban strategy. Jeff's wide range of projects express his beliefs and commitment to the design of a contextual human environment. His work includes project types ranging from master planning and mixed-use development planning, open space and park design, to academic and campus design

Project Experience

Grandview Yard Phase I Public Infrastructure & Civic Spaces, Grandview Heights, OH: Grandview Yard is a new 125-acre mixed-use development that will include 1.2 million square feet of commercial development and more than 1,300 residential units. Standards for uses, buildings, landscaping, lighting, and parking were created in order to enable the development. Grandview Yard is the first development in the Midwest to be pre-certified as a LEED-ND Silver community, making it the highest rated neighborhood by the U.S. Green Building Council.

South Fourth Street Corridor, Louisville, KY: Working with the Project Engineer, MKSK developed a master plan for the revitalization of South Fourth Street that will encourage retail activity and simplify the streetscape. MKSK worked within the constraints of multiple underground vaults and utilities and accommodated the needs of two major hotels to develop a workable plan that will transform this street into a more functional, vibrant corridor.

Van Aken District, Shaker Heights, OH: The Van Aken District is a vertically mixed use, transit-oriented redevelopment consisting of residential, retail, and office in the heart of Shaker Heights, Ohio. The project has transformed an existing underutilized strip shopping center into a dense and vibrant neighborhood.

15th & High Urban Design, Columbus, OH: MKSK served as the planning and urban design lead on a multi-disciplinary team, to create a set of design guidelines for the area that satisfies both key urban design and economic feasibility considerations. MKSK helped to create the block and street layout, analyze the parking needs and vehicular/pedestrian circulation, and produced the details for the public square, streetscape, and building frontage design.



ASHLEY SOLETHER, ASLA, PLA, ASSOCIATE, LANDSCAPE ARCHITECT

Ashley believes in creating elegant, efficient, and sophisticated plans and designs that provide social, environmental, and economic benefit. Ashley has experience in a range of projects with a focus on master planning, urban design, mixed use development, and land planning. She has been engaged in these projects from conceptual development through documentation and implementation. Ashley's understanding of development and urban design provides a comprehensive perspective to each project. Ashley has a Bachelors of Landscape Architecture from The Ohio State University.



MATTHEW WETLI, AICP, PRINCIPAL, DEVELOPMENT STRATEGY, MARKET ANALYSIS

Matt has a passion for identifying, visualizing, and helping cities act on opportunities to create great places, with an emphasis on urban redevelopment and revitalization. His focus has been in understanding the economic, market, physical, and policy conditions that result in vibrant, mixed-use communities. He advocates for a holistic approach in which economic and community development strategies complement physical, real estate, and design-based revitalization efforts. Matt has a Masters of City and Regional Planning from The Ohio State University.



BRIAN LICARI, ASSOCIATE, ECONOMIC DEVELOPMENT

Brian's pursuit of a career in urban planning has always been motivated by a desire to help revitalize urban communities by developing strategies for job creation and housing development, but also empower individuals through art, vibrant public spaces, education, and public health. Through his diverse background in the public, private, not-for-profit, and academic sectors, he has experience with evaluating the needs and motivations of stakeholders at all levels and is always driven by facilitating consensus building and developing collaborative solutions. Brian has a Masters of Urban Planning from New York University.



ROJAN THOMAS JOSEPH, URBAN PLANNING, REAL ESTATE ANALYST

Rojan brings a wealth of skills and interests to Development Strategies, with degrees in architecture and urban planning. His capstone project involved the creation of a Scenario Planning framework for addressing the advent of connected and autonomous vehicles (CAVs) in the 2045 Long-Range Transportation Plan (LRTP) for the Champaign County Regional Planning Commission (CCRPC). Before returning to school to earn his Master's degree, Rojan served as project architect at Selco Foundation, working with transient vulnerable migrant and tribal communities in India focusing on addressing shelter, livelihood, energy, health and social issues.



DAVID BEURLE, BSC, AGR, CEO, ENGAGEMENT LEAD

As founder and CEO of Future iQ, David is a pioneer and expert in creating new and innovative future planning approaches for use in community, regional, industry, organizational and government settings. David created the Future Game™, a global planning and workshop tool that has been used in over 600 workshops across 10 countries. Having worked in the field of organizational and regional economic and community planning for over 20 years, his work has won numerous awards. David has the major role in all of Future iQ's projects as lead project manager. David has a Bachelors in Agricultural Science from the University of Sydney.



CELINE BEURLE, COO, ENGAGEMENT

Celine is Chief Operating Officer (COO) of Future iQ and Managing Director of Future iQ Europe. With an academic background in Sociology and Philosophy, Celine is passionate about understanding society and this has led to her ongoing interest in pursuing societal change, which has enabled Future iQ to view projects through the often needed 'sociological' lens. Celine has an innate ability to run and effectively coordinate projects of varying sizes. Celine has a Masters in Sociology and a Bachelors in Sociology/Philosophy from the University of Cork.



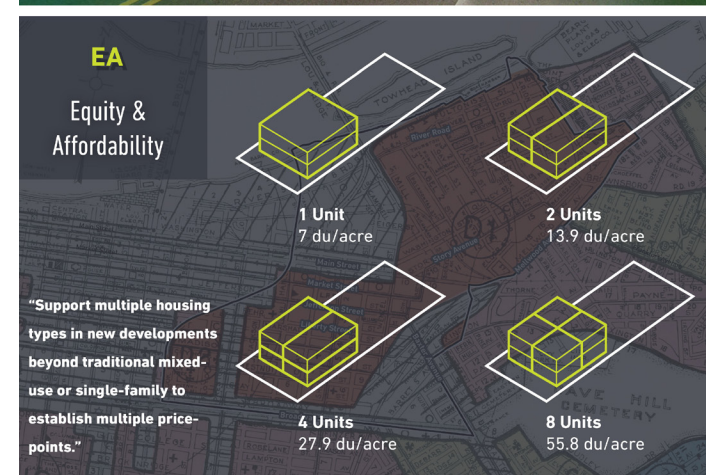
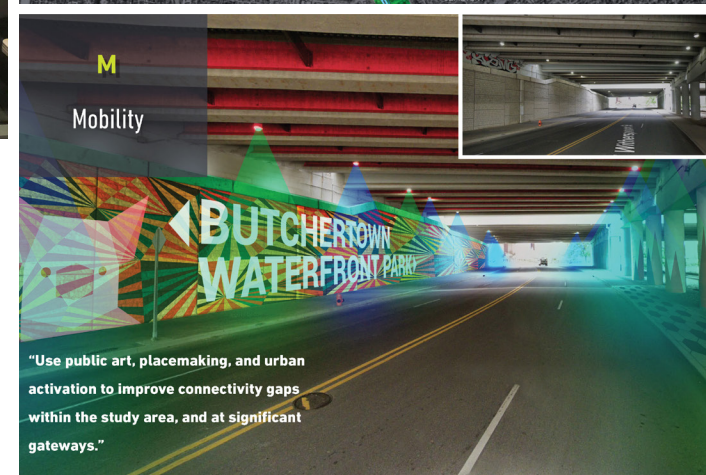
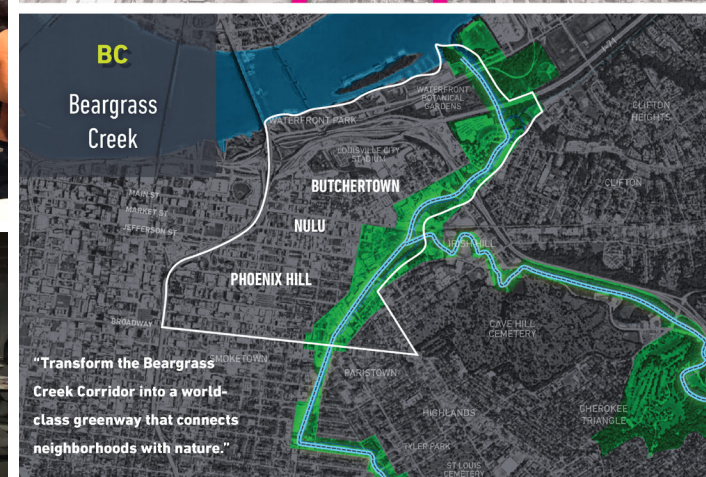
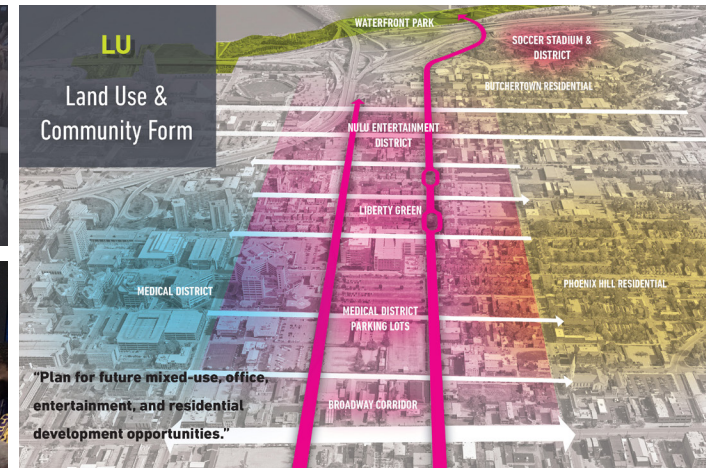
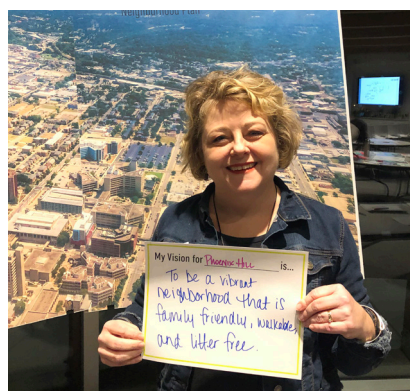
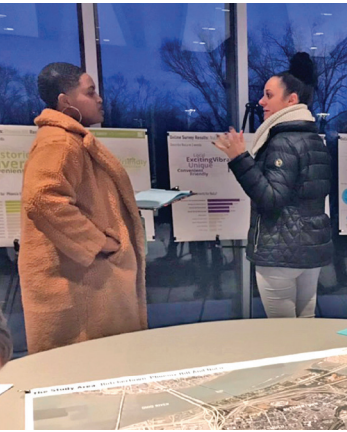
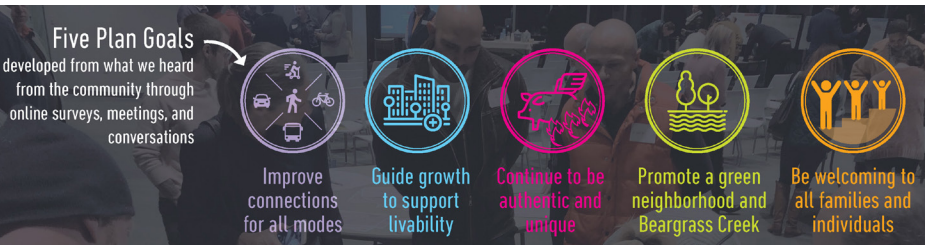
BRITTANY REMPE, CREATIVE DIRECTOR, ENGAGEMENT

Brittany Rempe is experienced in brand management, graphic design, and public relations, and has an innate ability to create and clearly present engaging messages. Brittany has managed communications to a wide range of audiences, including agricultural manufacturers, college students, railroad service providers, regional organizations, software developers, local governments, and community theatergoers. She understands how visuals influence interpretation and has the skills to create pieces that communicate effectively. Brittany has a Bachelor of Arts in Public Relations from Simpson College.



WALTER PAIXAO-CORTES, DATA ENGINEER, ENGAGEMENT

Walter is a senior software engineer with 24 years of experience in the software development industry, working across different domains including Human Resources, Finance and Product Engineering. He has expertise in data analysis, creating ETL pipelines, building data visualizations in many different technologies (SAP Business Objects, Oracle BI Enterprise Edition, QlikView and Tableau), and has experience in working with high data volumes to extract insights. Walter has an academic background in Computer Science with a Masters in Bio-informatics, and a Doctorate (in progress) in Bio-informatics with a minor in Natural Language Processing.



MKSK

BUTCHERTOWN, PHOENIX HILL & NULU NEIGHBORHOOD PLAN LOUISVILLE, KENTUCKY

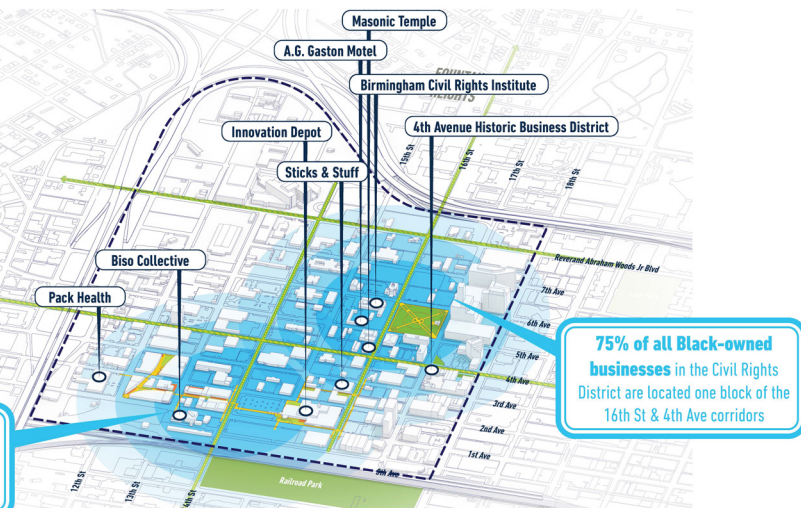
The Butchertown, Phoenix Hill, and NuLu Neighborhood Plan looked at three communities to create a guiding document for future growth. Just east of downtown, the 6.3-square-mile study area includes some of the most vibrant and unique communities in Louisville. Historic homes, vibrant corridors, hospital campuses, social services, and world-class parks all come together to create one of the most livable parts of the city. The nine month process included an innovative engagement strategy that relies on both online and on-the-ground mobilization, supported by a Neighborhood Advisory Group of community leaders and stakeholders. The planning effort provided an opportunity for residents to be proactive in anticipating development and address mobility, affordability, and historic preservation concerns. The study ran in tandem with an additional data-driven connectivity analysis that studied multi-modal connections to new and recent attractions.

REFERENCE

Louisville Metro Public Works, Dirk Gowin, PE, PLS, Trans. Planner, 502.574.5925, dirk.gowin@louisvilleky.gov

OUTCOMES

2021 ASLA Kentucky Honor Award, Planning & Analysis;
2021 APA-KY Special Merit Award for Outstanding Neighborhood Plan



BIRMINGHAM NW DOWNTOWN MASTER PLAN BIRMINGHAM, ALABAMA

MKSK

Launched in June 2020, the Northwest Downtown Development Plan (NWDTP) was an 18-month community-based process for aligning future investment and development in the Civil Rights District and the Switch with the community's vision for this locally- and internationally-significant place. MKSK's effort built on recent planning projects, including Freedom Walk and the City Center Master Plan, to create a clear road map for implementing the community's aspiration for these urban districts, better connecting the Northwest Downtown area to adjacent neighborhoods, and addressing meaningful questions about goals for equitable development. In collaboration with neighborhood residents, the faith community, and the business community, MKSK prepared an investment and development strategy that was supported by an Equitable Development Toolkit. Led by Development Strategies, a core partner in the MKSK consultant team, the creation of the Equitable Development Toolkit was based around six goals and presents policy, governance, organizational, and financial tools for each:

Align District
Stewards in
Positions of
Strength

Focus Public
Investment on 4
Vital Corridors and
2 Public Spaces

Prioritize Real
Estate Activity
in Target
Clusters

Establish a Hub of
Entrepreneurial
Support
Organizations

Aggressively
Recruit Key
Innovation
Organizations

Break New
Ground on Sites
Owned by Civic
Champions

With the Equitable Development Toolkit as the foundation and specific action items of the NWDTP to help guide near term decision-making, the place-based community development organizations of Urban Impact and REV Birmingham are continuing the good work aimed towards inclusive growth and community wellbeing.

REFERENCE

Urban Impact, Inc., Ivan Holloway, Executive Director, 205.328.1850, iholloway@urbanimpactbirmingham.org

ELEVEN BIG IDEAS

1 RETROFIT ROADS FOR ALL USERS

Improve existing streets to create walkable and bikeable routes to safely link residents and employees with within the Upper Westside and to Midtown, Buckhead, Georgia Tech and Downtown.

2 GO OFF-ROAD

Create key connections to regional trail networks that link the Upper Westside to neighboring districts and the greater metro area. For purposes of recreation, leisure, shopping, and commuting, develop the off-street trail facilities that will link the Upper Westside to the BeltLine, Silver Comet Trail, Whetstone Creek Trail, Tanyard Creek Trail, and other regional trail systems.

3 IMPROVE THE TRANSIT EXPERIENCE

Create safe, convenient, equitable, and appealing first-mile/last-mile mobility options. Link residential areas, high-density employment areas, and retail clusters to MARTA bus and rail stations.

4 BUILD STRATEGIC ROAD SEGMENTS

Develop missing connections in the local surface street network to relieve congestion, support walking and bicycling, establish transit-supportive development patterns, and unlock economic growth. Take an incremental approach to creating an effective street network that is planned and developed in concert with private investment.

5 ACQUIRE LAND FOR RECREATION

Create tailored and unique solutions for public amenities that support community life. From shady seating to funky pocket parks and dog runs, the Upper Westside should be full of welcoming spaces for all Atlantans.

6 REVEAL HIDDEN NATURE

Leverage overlooked and underutilized natural areas to create publicly accessible greenspace. Identify unbuildable and protected areas such as floodplains, stream buffers, utility easements, and steep topography that may be improved for public enjoyment and outdoor recreation.

7 RECLAIM WATERWORKS FOR THE PUBLIC

Improve access to the historic Hemphill property and create places for the arts, education, and cultural amenities. Create a nucleus of unique civic space at the geographic heart of the district.

8 CODIFY CHARACTER THROUGH ZONING

Use the beloved qualities of Upper Westside neighborhoods as the foundation for future land use decisions. Support new development that enhances the unique character of the district, builds a base of jobs for existing and new residents, and makes the Upper Westside a more inclusive community.

9 INFLUENCE FUTURE LANDMARK DEVELOPMENTS

Build coalitions across and within organizations to develop a common vision to transform large single-owner sites into unparalleled community assets. Such sites include the Hemphill Water Treatment Plant, the Fulton County Jail, CSX's Howell Yard, and the MARTA Brady Avenue Bus Operating Facility.

10 SUPPORT THE GA TECH INNOVATION ECOSYSTEM

Leverage the proximity and innovation of Georgia Tech to drive the long-term economic competitiveness of the Upper Westside. Facilitate the growth of Georgia Tech startups in a variety of sectors (including advanced manufacturing) and support equitable economic development objectives through partnership-based projects and programs.

11 ANNOUNCE THE UPPER WESTSIDE

Identify locations for signature public realm improvements that highlight the distinctive character and vibe of the district. Highlight the Upper Westside district and its constituent neighborhoods through gateways, art, and wayfinding signage.



UPPER WESTSIDE CID MASTER PLAN ATLANTA, GEORGIA

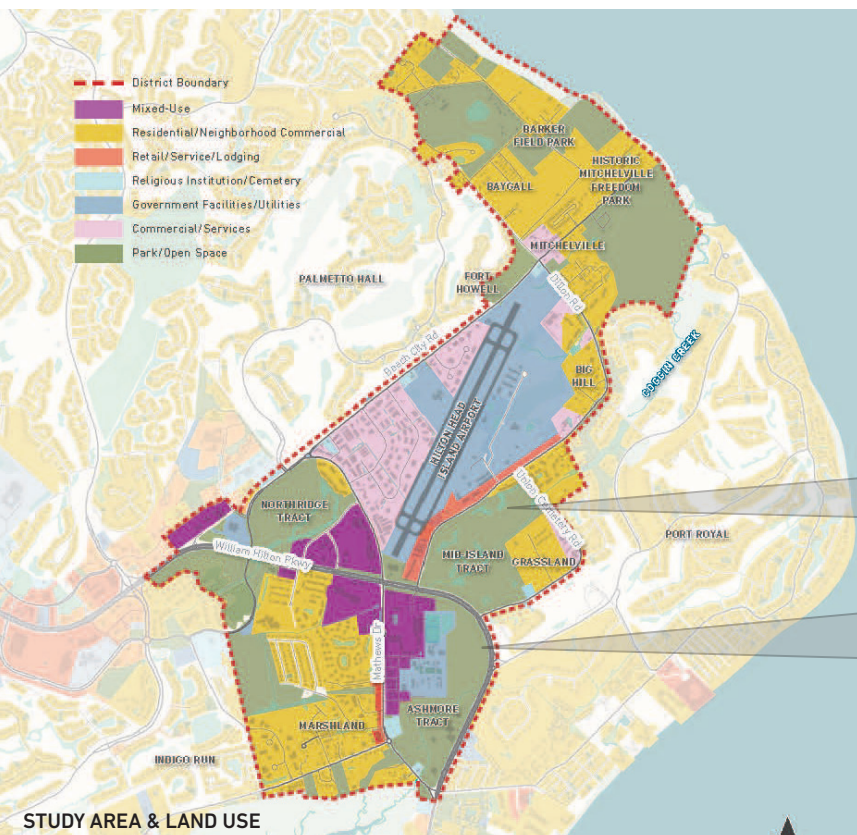
MKSK

MKSK is leading a multidisciplinary team of Planners, Urban Designers, Landscape Architects, Economic Advisors, and Traffic Consultants to prepare the inaugural Master Plan for the Upper Westside Community Improvement District. This comprehensive and critical assessment will be driven by a strong, aspirational, and shared vision and will include a clear roadmap to guide decision-making and investment. The ten-month innovative planning process embraces an approach to community engagement that is both sustained and inclusive. Key questions that will be addressed through this study include:

- What are the unique strengths of the Upper Westside and how do we leverage those strengths to ensure the long-term vibrancy of the district?
- How do we provide safe and legible connectivity from the Upper Westside to surrounding neighborhoods, campuses, and destinations, such as the Westside Park or the Georgia Tech campus?
- What are the opportunities to create or repurpose green assets within the district, such as the Waterworks Greenspace?
- How do we grow and maintain connections to the transit and transportation networks which connect the Upper Westside to the larger metropolitan market?
- In the midst of explosive growth, how do we create and maintain a livable urban environment: green, walkable, safe, and beautiful?
- How can the Upper Westside be a model for inclusive growth and equitable development?

REFERENCE

Upper Westside CID, Elizabeth Hollister, Executive Director, 678.827.9990, hello@upperwestsideatl.org



HILTON HEAD MID-ISLAND TRACT INITIATIVE

HILTON HEAD ISLAND, SOUTH CAROLINA

MKSK

MKSK, along with an interdisciplinary team of architects, civil engineers, market analysts, resiliency planners, and urban designers, is collaborating with the Town of Hilton Head to create a vision and park design for the Mid-Island Initiative Planning Area. Located on the north side of the island, this work entails both a district wide plan for the Mid-Island and a park concept design for the Mid-Island Tract that is a former 18-hole golf course now owned by the town. The goal for the project is to create a revitalized district anchored by a new civic park that is integrally connected to the island's existing path system and nearby neighborhoods. This work has been informed by numerous recent town plans, but also by a robust community engagement process. Through stakeholder sessions, in-park events, and an online survey that received the most input of any survey the town has conducted, more than 1,000 people have been involved in shaping the vision for both the Mid-Island district and future park. At both the district and site scale, MKSK has conducted existing conditions analysis relating to natural systems, urban form, utilities, development economics, demographics, and roadway and bicycle infrastructure.

HILTON HEAD CORRIDOR IMPROVEMENTS

MKSK is studying important corridors on Hilton Head Island with the goal of improving function and unifying appearances. The varied conditions that exist today will be evaluated and re-conceptualized into a consistent system that is easy to understand by corridor users and considers safety and improved aesthetics. This effort will target safety, vehicle movements, trails, pedestrian accommodations, branding, construction standards, lighting, consistency of landscape, signage, pavements, markings, curbing, ramps, setbacks and equipment. Given the critical relationships of these corridors that serve both local residents and tourists, this study and revitalization project represents a unique opportunity to provide benefits to all user groups on Hilton Head Island. Stakeholders will be engaged by the design team and Town staff to ensure opportunities for feedback on the existing conditions assessment as well as recommendations for improvement.

WORKFORCE AFFORDABLE HOUSING STUDY

Workforce housing affordability has been a growing challenge on Hilton Head Island. The trend accelerated through the last five years and the impacts are difficult to ignore. The overarching goal of this Workforce Housing Framework is to provide the Town and municipal leaders with specific strategies and defined actionable tactics that address both the need for housing preservation and new production. The Workforce Housing Framework will serve as the foundational document pulling from the 2019 Strategic Workforce Housing Plan and the Town's 2020 Our Plan to uplift specific strategies that can be prioritized and implemented over the next 24 months. The Framework is focused on four core Pillars: Community, Planning, Management, and Revenue, with the goal to outline key actions within each pillar to address the growing housing crisis.

REFERENCE

Town of Hilton Head Island, Jennifer Ray, Capital Program Manager, 843.341.4665, JenniferR@hiltonheadislandsc.gov



CHATTANOOGA RIVERFRONT DISTRICT MASTER PLAN CHATTANOOGA, TENNESSEE

MKSK

MKSK is leading a multidisciplinary team to conduct a comprehensive Master Planning and Programming Study of the Riverfront District. The study includes a robust stakeholder/public engagement process to solicit community input to help define the vision for the district. Recommendations will include urban design, physical planning and improvements, economic development and strategies for branding, marketing, placemaking, and programming. Key objectives include:

- Developing a roadmap to reenergize the Riverfront District as a civic and cultural center for all Chattanoogaans.
- Identifying catalytic opportunities for high quality and equitable development and uses that will enhance the vitality, accessibility, and civic appeal of the area.
- Design for a quality public realm that relates to the human scale experience.
- Integration of civic art and placemaking design into the public realm that responds to the district's unique history and character.
- District brand development, public space activation and programming.
- Urban design and sustainable development that will meet the needs of both the community and tourism, now and into the future.
- An implementation strategy and prioritized improvements that is open to adaptability to change in use over time.

Over 18 months of planning between the River City Company, the City of Chattanooga, The Benwood Foundation, The Lyndhurst Foundation, MKSK, and thousands of community members, developed the ONE Riverfront District Master Plan - a community-driven plan that identifies 4 Aspirations and 8 Strategies to transform the riverfront over the next seven to 10 years. The ONE Riverfront plan addresses current challenges, with near and long term strategies for aging infrastructure, single-mode roadways, and better accommodating both tourists, visitors and local users.

REFERENCE

River City Company, Jim Williamson, VP of Planning & Dev., 423.265.3700, jwilliamson@rivercitycompany.com



BRIDGE STREET DISTRICT SCIOTO RIVER CORRIDOR FRAMEWORK PLAN & IMPLEMENTATION DUBLIN, OHIO

MKSK

The Bridge Street District Scioto River Corridor Framework Plan develops the urban design principles for an authentic, urban, mixed-use district in the heart of the city of Dublin. Through several years of strategic planning and community input, MKSK assisted the city in identifying, visualizing, and prioritizing the Scioto River and surrounding Historic District as the initial focal area for public investment within the 1,100 acre Bridge Street District. MKSK collaborated with the City to develop the Framework Plan which advanced a bold vision for future development of the area.

The Plan established roadway improvements along the River corridor that would support development of a new riverside park; accommodate traffic growth and regional travel patterns to the district; and connect vehicles, pedestrians, and bicyclists within the developing neighborhood. A new riverfront park and proposed river crossings including a pedestrian bridge would provide a unifying element between districts, a catalyst for private redevelopment, and a civic amenity for the community. Additionally, multiple private development and redevelopment opportunities on the east and west sides of the river were identified. The Framework Plan identified initial catalytic projects for the transformation of the district and has served as a tool to guide the transition from planning concepts to the preliminary phase of design and engineering. MKSK was the prime consultant for preliminary design of Riverside Drive, Bridge Street Roundabout, Pedestrian Bridge, John Shields Parkway, Riverside Crossing Park, and an additional 1.5+ miles of roadway on either side of the River that includes public roadways within the proposed redevelopment district on the east side, and the historic district on the west side. MKSK is now engaged as the Landscape Architect for several projects in design, under construction, or recently completed:

- Bridge Street Roundabout (SR 161/Riverside Drive) (2017)
- Riverside Drive Relocation (2017)
- John Shields Parkway (2018)
- Riverside Crossing Park & Pedestrian Bridge (2021)
- Streetscapes and open spaces as part of the new Bridge Park private development (Ongoing)

REFERENCE

City of Dublin, Terry Foegler, Chief Development Officer, Central Ohio Transit Authority, 614.228.1776, Foeglertd@cota.com



REEDY RIVER REDEVELOPMENT AREA, AFFORDABLE HOUSING STUDY, NEIGHBORHOOD DISTRICT CODE & UNITY PARK **MKSK** GREENVILLE, SOUTH CAROLINA

Recognizing the important relationship between park planning and community development, MKSK and the City of Greenville have partnered on an innovative approach to equitable development and public space planning on the west side of Greenville, SC. The Reedy River Redevelopment Area (RRRA) is a 350 acre district in the historically African American neighborhoods of Southernside and West Greenville and is centered around the Reedy River. In a proactive approach to planning for flood hazards, real estate market pressures, and community needs, MKSK prepared a district plan for parks and open space in the Reedy River floodplain and an affordable housing and equitable development plan for the neighborhoods surrounding the river and future park.

This comprehensive approach to parks and community planning provided the foundation for social and environmental equity in the culturally-rich neighborhoods west of downtown Greenville and also provided a model for urban floodplain management and green infrastructure. Building on the district planning effort that launched in 2016, MKSK has continued to assist the City and greater Greenville community in the development of this vision with the creation of a Community Character Code (form-based code), detailed design and engineering for a signature urban riverfront park (Unity Park), and affordable housing and development planning for the district. Unity Park is supported by both public and private funding.

REFERENCE

City of Greenville, John Castile (Former City Manager), Executive Director, Greenville County Redevelopment Authority, 864.242.9801, jcastile@gcra-sc.org



VAN AKEN DISTRICT MASTER PLAN & IMPLEMENTATION

SHAKER HEIGHTS, OHIO

MKSK

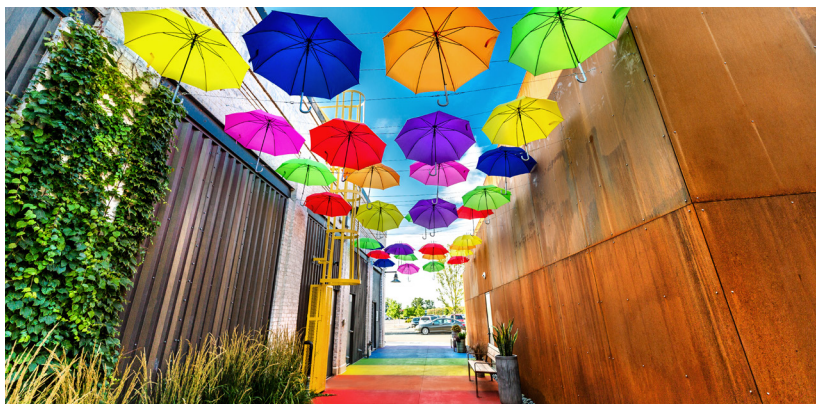
The Van Aken District is a vertically mixed use, transit-oriented redevelopment consisting of residential, retail, and office in the heart of Shaker Heights, Ohio. The project has transformed an existing underutilized strip shopping center into a dense and vibrant neighborhood. The heart of the development, the centrally located "Living Room", provides an internal park element that is supportive of adjacent uses and provides space for seasonal community special events. Hardscape elements within the space celebrate the cultural history of Shaker Square, while the landscape character is designed to fit comfortably within the context of the community as a whole. MKSK provided full design services from concept design through implementation as part of a multidisciplinary team assisting the City.

REFERENCE

City of Shaker Heights, Paul Deutsch, Bialosky + Partners, 216.752.8750, pauld@bialosky.com

OUTCOMES

2021 Finalist Urban Land Institute (ULI) Americas Awards for Excellence; 2020 International Council of Shopping Centers (ICSC) Global Awards North America – New Developments and Retail - Mixed Use Gold; 2020 OCASLA Merit Award; 2019 National Planning Achievement Award for Implementation—Gold; 2019 APA Ohio Built Project Award



EASTON URBAN DISTRICT PLACEMAKING PLAN COLUMBUS, OHIO

MKSK

Easton's Urban District is a 16-acre mixed-use expansion to the town-center style retail and lifestyle center. The expansion is focused on arts, entertainment, public programming, and nightlife. Opened in the fall of 2019, the development includes over 250,000 square feet of retail, restaurant, and office space and plans for over 750 residential units. MKSK contracted with the Owner to collaborate with a multidisciplinary team of architects and designers to plan the eclectic new district. Each building was designed by a different architect to achieve a storied feel for the development, with a system of streetscapes, public spaces, and parks that tie the district together.

MKSK created a short-form Arts/Overlay Master Plan with commercial visuals artist, Adam Brouillette. MKSK was also tasked with developing site amenities such as furniture and sculptures that were fabricated by local artists and makers. The central gathering space, The Yard, is terminated by a rambling wooden surface for relaxing, socializing, or watching small performances. The opposite end of The Yard features an iconic stage that doubles as a gathering space. The 60-ft wide shelter is on a track and can be moved to cover different areas of The Yard for outdoor programming or events. The Urban District also features a formal public space and garden to the north of Restoration Hardware. This gathering area includes an event lawn, cast stone walls, ornamental plantings, and pleached Allee Elms. This quieter public space will be wrapped with residential development in the future.

REFERENCE

Steiner + Associates, Justin Leyda, Development Director, 614.414.7300, jleyda@steiner.com

DISCOVERY DISTRICT PLACEMAKING PLAN COLUMBUS, OHIO

Located east of Downtown Columbus, the Discovery District is home to some of the area's most renowned institutions and attractions, such as the Columbus Museum of Art, Topiary Park, and the Columbus Downtown Library. Building on the success of downtown, the Discovery District is starting to experience a revitalization effort that has turned former surface lots into potential development sites. The Discovery District SID Placemaking Plan builds on this energy to create a vision, define goals and outline specific action steps for placemaking opportunities in the Discovery District. Relying on the ideas of neighborhood residents, workers, students and visitors, MKSK is leading a public engagement strategy that reaches out to the community through interactive mobile displays at the district's college campuses, cultural anchors, and employment centers. The plan will reinforce the district's identity as a neighborhood of arts, culture and knowledge — guiding public improvements in short, medium and long-term goals over the next ten years.

REFERENCE: Discovery District SID, Marc Conte, Director, 614.645.5063, mvconte@sidservices.com

OUTCOMES: 2017 OCASLA Merit Award; Planning & Analysis

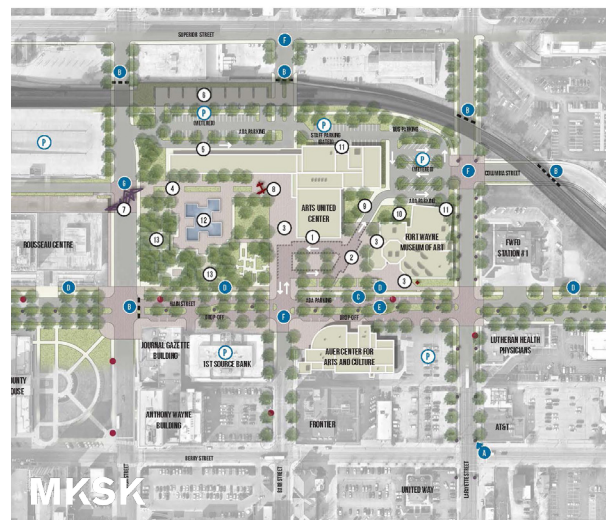


ARTS UNITED MASTER PLAN FORT WAYNE, INDIANA

MKSK assisted in preparing a master plan for Arts United in downtown Fort Wayne, with a focus on district and campus placemaking and pedestrian, bicycle, and car circulation. The work centered around the Arts United Center, a 1960's Louis Kahn theater which is nestled between the City-owned Freimann Square and the Fort Wayne Museum of Art. MKSK proposed clarifying travel routes and parking areas, prioritizing pedestrian activity, and better connecting the campus to future city trails. A significant emphasis was placed on calming heavy traffic volumes along Main Street, in order to slow traffic and provide better crossings to the Auer Center and the core of downtown. Enhancements to Freimann Square such as an outdoor movie theater, a walkable fountain, and improved viewsheds, were planned to increase the amount of daily activity and programming within the park. The plan also recommended narrowing Clinton Street and providing a mid-block crossing for better connectivity to the redevelopment of Columbia Street and the Landing.

REFERENCE

Arts United of Greater Fort Wayne, Susan Mendenhall, 260.424.0646, smendenhall@artsunited.org



GORDON SQUARE ARTS DISTRICT COMMUNITY MASTER PLAN CLEVELAND, OHIO

The Gordon Square Arts District (GSAD) is the economic cornerstone of Cleveland's West Side where a powerful combination of housing, new businesses, the arts and neighborhood beautification are sparking redevelopment and investment. Gordon Square Arts District is a unique collaboration of Cleveland Public Theatre (CPT), Near West Theatre (NWT) and the Detroit Shoreway Community Development Organization (DSCDO), owner of the Capitol Theatre. The GSAD is a nationally recognized arts district and model for public/private partnerships and recently completed a successful \$30 million capital campaign. MKSK worked with the GSAD Board, neighborhood stakeholders, arts and culture organizations, business owners and potential developers through an interactive public process to identify key areas of focus:

- Arts Identity
- Physical Branding within the District
- Identifying Market Strengths
- Building on District Assets

MKSK led a team of Market Strategists and Architects to create a master plan to guide public and private decision-makers regarding the optimum future physical development of the neighborhood, including retail, commercial and residential development along with recommendations for infrastructure, parking and public spaces.

REFERENCE

Gordon Square Arts District, Carrie Carpenter, President (former)



PARK CITY VISION & STRATEGIC ACTION PLAN 2020

future*→*iQ

PARK CITY, UTAH

Located in Summit County, Park City underwent a strategic visioning process throughout 2019 into early 2020. Approximately 1,700 people participated in a series of surveys, engagement sessions, Focus Groups, a Think-Tank, and two key Future Summits. The process was designed to provide an open, inclusive, and transparent platform for community members to help create a shared vision and board action plan for Park City.

REFERENCE: Park City, Linda Smith, Community Engagement Manager, 435.615.5189, linda.jager@parkcity.org

TOMORROW TOGETHER – COMMUNITY VISION & ACTION PLAN

future*→*iQ

MOAB, UTAH

The City of Moab embarked on a community-wide visioning and planning project in 2022. Still underway, the results of this process will set the framework for future land use, economic, social, and environmental decisions in Moab for the next 10-20 years.

REFERENCE: City of Moab, Carly Castle, Acting City Manager, 435.259.5121, ccastle@moabcity.org

GREATER MANKATO 2040 REGIONAL VISIONING PLAN

future*→*iQ

MANKATO, MINNESOTA

This project involves working with regional stakeholders to understand the future strategic positioning of the region in the Midwest and global context. It draws heavily on foresight research to explore the optimal economic and community trajectory and roadmap.

REFERENCE: Greater Mankato Growth, Jessica Beyer, President & CEO, 507.385.6645

ENVISION EAST CENTRAL IOWA

future*→*iQ

IOWA

This ambitious planning project covered the corridor from Cedar Rapids to Iowa City and built a future community and economic development roadmap based on an aligned regional vision for East Central Iowa. This region is growing rapidly in its diversity and one of the pillars of the plan involves building a unique onboarding system to welcome and support new immigrants to the region.

REFERENCE: East Central Iowa Council of Governments, Karen Kurt, Executive Director, 319.365.9941, karen.kurt@ecicog.org

VISION EDINA – NODES & MODES

future*→*iQ

EDINA, MINNESOTA

'Nodes and Modes' was a term first coined during the Vision Edina planning process, coupling together neighborhood development (Nodes) with multimodal transport connections (Modes). This concept guided the City's comprehensive planning process as the community sought to enhance the characteristic and community fabric, while at the same time embracing urban renewal and targeted redevelopment.

REFERENCE: City of Edina, Scott Neal, City Manager, 952.826.0401, sneal@edinamn.gov

SMITHFIELD COMPREHENSIVE PLAN

future*→*iQ

SMITHFIELD, MISSOURI

This Comprehensive Plan builds off of the visioning and strategic planning process that Future iQ led the previous year. One of the action areas that emerged from the comprehensive planning process was the need for a Parks and Recreation Master Plan. Future iQ also led this process and subcontracted with the firm of Landworks Studio.

REFERENCE: City of Smithfield, Cynthia Wagner, City Administrator, 816.532.3897, cwagner@smithvillemo.org

PROJECT APPROACH

The following Scope of Services outlines our proposed process and preliminary time line for creating the Bonanza Art and Culture District. While this project approach reflects our current understanding of the project, our team and process are scalable to meet your needs. The approach we have outlined here is based upon our experience successfully creating actionable district feasibility studies with other cities with similar challenges and opportunities as Park City. Having said that, no two communities are the same, and we are open to making refinements to our scope of services to more fully meet the Park City's needs. Our process is designed to create a foundational and adaptable Art and Culture District that: 1) creates a central gathering space for the community focused along creative assets; 2) promotes a more connected and multi-modal community that embraces the surrounding neighborhoods and creates a walkable district 3) establishes community buy-in for a mixed-use district featuring cultural institutions, vibrant public spaces, affordable and market-rate housing, and local retail; 3) is financially viable and economically sound; 4) guides catalytic infill opportunities that complement Bonanza Park and Snow Creek; and 5) is based on national best practices while retaining the area's authenticity.

The scope of services, project approach, and deliverables below reflect our understanding of the recommended process for conducting an arts and culture district feasibility study. We anticipate finalizing our scope of services following a review and input by the Park City Municipal Corporation (PCMC), Kimball Art Center and the Sundance Institute. We will tailor our specific work tasks to meet your requirements and budget.

Coordination and Community Engagement

The MKSK Team, led by our engagement specialists Future IQ, will engage the Park City community, Bonanza and Snow Creek residents, area stakeholders, and institutional partners in a variety of formats throughout the planning process:

- **Project Management Team (PMT):** Core members of PCMC, Kimball Art Center and the Sundance Institute will aid in information-sharing, logistics, and be the primary point of contact for the MKSK Team. The MKSK Team will be in touch with the PMT virtually on a bi-weekly basis as needed throughout the process.
- **Public Involvement:** The MKSK Team has developed a toolbox of effective public involvement and engagement methods through our work experience with many types of communities. In fact, our engagement sub-consultants Future IQ have already built trust within the local community during their recent work on the Park City Vision 2020 project, an effort that engaged more than 1,700 residents and stakeholders. We will build upon their previous efforts to meaningfully engage the public throughout the Feasibility Study as well as the Bonanza Park and Snow Creek Small Area Study. Our public participation toolbox blends traditional techniques with fresh approaches adapted to hands-on engagement and participation. Taken together, this critical step in the planning process will allow us to collaborate with the community and work together to establish goals and priorities for the future of this district and the broader Bonanza Park area. A proposed public engagement process is furthered detailed in Task 2.

SCOPE OF WORK

Building on the tasks outlined in the RFP, the MKSK Team proposes three major phases for the Bonanza Art and Culture District:

The first phase will develop an understanding of the arts district site and its surroundings and establish project goals, objectives, and a stakeholder and community engagement plan. During this phase, we will also engage stakeholders and the public to analyze potential opportunities/challenges, identify a project vision and conduct a market analysis. During the second phase, the MKSK Team will conduct detailed economic and market, land use, and connections strategy to support and inform project investment recommendations. Following review, vetting, and additional stakeholder input, the third phase involves clearly defining the vision for the Art and Culture District to be articulated into a graphically rich Final Report document that summarizes community sentiment, analyzes case study research, assesses existing plans and studies, and identifies priorities, objectives, defined needs and requirements, recommendations, funding strategies, and success metrics for the built program, land uses, and special event operations. This phase will involve a public open house to build support among residents and stakeholders involved in the process.

PHASE 1: INITIATE + EVALUATE + ENGAGE [Months 1 – 3]

1.1 Project Launch Meeting: The MKSK Team will hold a Project Launch meeting with the PMT to finalize a detailed project schedule and process, scope-of-work, information sharing protocols, and project milestones and deliverable dates. It will be critical to align this project with the Bonanza Park and Snow Creek Small Area Plan as we are proposing that these two projects run in parallel for several reasons including alignment of engagement efforts, understanding impacts to the overall circulation and transportation studies, and understanding of existing and future land uses. Additionally, we will define project goals, desired program elements, potential site development issues, and known risks. This will include the development of a public outreach and communications plan (Community Engagement Strategy). The primary goal of this task is to quickly get the MKSK Project Team up to date on all of the planning and community efforts that are underway and establish coordination protocols with the Bonanza Park and Snow Creek Area Plan process.

1.2 Plan Alignment: The MKSK Team will review relevant studies, plans, data, and information to identify the current planning environment within the site and its surrounding areas as a means of establishing a baseline for recommendations and other components outlined in the Scope of Services. This will include a review and evaluation of the previous Park City Arts and Culture District Study and other recent or relevant planning studies, such as Park City Vision 2020. This effort will include a review with the PMT of these plans to identify recommendations that were realized and those that were not and why. This information will be compiled into an Alignment Plan to carry relevant recommendations and direction forward from the relevant plans in one reference location.

1.3 Existing Conditions Data Collection: The MKSK Team will collect relevant data and information to identify the current conditions within the Arts and Culture District, Bonanza Park, and surrounding areas. This includes a review and analysis of infrastructure, such as transportation, parking, and connectivity to adjacent areas and business districts. This Existing Conditions Analysis will be presented in the form of base mapping, diagrams, and summary tables which will be attractively designed and formatted for use at future meetings.

1.4 Arts and Culture Case Study Research: The MKSK team, led by Development Strategies for this task, will conduct research on (up to 3) national and regional arts and cultural districts. These case studies will be selected in coordination with the PMT, and will reflect best practices on urban infill, mixed-use development, vibrant open space, placemaking and activation, and integration of arts and cultural institutions into the urban fabric. These case studies will be compiled into a presentation format and will be shared as part of the community outreach and information-gathering phase.

1.5 Project Website: Serving as a repository of all public project materials, the project website will provide a high level of transparency and real-time communication with the community. Using the Social Pinpoint platform, the project website may include options such as advanced polling formats, topic-based forums, prioritization exercises, and interactive map tools. This website will include project information, such as schedules, presentations, surveys, and other materials.

1.6 Project Stakeholders: We will work with the PMT to identify a list of informed stakeholders to be interviewed and consulted to understand the types of uses, densities, physical appearance, etc., desired by, as well as concerns of different parties. Stakeholders will be organized into themed groups, such as: Arts and Cultural Institutions, Transportation, Community and Elected Officials, Tenants and Property Owners, and Resident Groups. Depending on the make-up of these groups, additional stakeholder sessions may also be necessary with local experts such as developers, brokers, public agencies, and programming/event organizers. These eight to twelve meetings will take place virtually in 1-hour sessions and will include an education on art and culture districts, based on the results of the case study research.

1.7 Site Tour + Audit: Members of the PMT will accompany the MKSK Team on a half-day tour of the arts district site and Bonanza Park and Snow Creek to familiarize the Team with the site and highlight issues and opportunity areas that should be areas of focus in the plan. The team will photo documentation and qualitatively assess the condition of the area and its place in Park City and the greater region. This is the beginning of the MKSK Team's assessment of existing conditions and will be conducted in tandem with a Community Visioning Workshop as part of a single trip.

1.8 Market Trend Research: Led by Development Strategies, this first phase will evaluate market trends—be they economic, demographic, or physical. The final product will blend these analyses resulting in recommendations regarding the scale, scope, and character of viable development as shaped by market forces, as well as site, political, and economic constraints. These include:

- **Demographic Analysis:** Demographic variables, including age, income, and population, will be analyzed to identify factors that will affect the site.
- **Consumer Demand and Market Segmentation:** Segmentation data provides household-level detail on consumer preferences, cultural norms, etc., that help establish the locations of households that could be enticed to live, shop, work, or visit the site.
- **Site Marketability and SWOT Analysis:** An assessment of the site's geographic context will be undertaken to understand its marketability strengths, weaknesses, opportunities, and threats (i.e. SWOT analysis) including parcel depth and size, parking, compatibility of uses, and economic utilization of real estate.

1.9 Market Analysis: Building on the site context understanding, market analysis will be conducted to determine the specific scope of possibilities that exist in terms of present and future opportunities to supply unmet demand to different consumer groups, residents, and employers. Particular attention will be paid to retail, residential, employment opportunities, as well as hospitality uses, making use of available data from the regional CVB, and destination cultural institutions. Market analyses will include:

- Demand analysis will make use of market segmentation and demographics for housing as well as demand gap and buying power analyses for retail to determine if certain retail segments are missing in the market. Particular emphasis will be placed on visitor demographics and spending. An affordability assessment will be made to evaluate affordable/workforce housing needs. Employment projections may be used to estimate future office employment growth that may be captured.
- Supply analysis will entail a detailed analysis of trends in supply of current real estate products. Market metrics will be provided, including achievable rents, lease rates, and sale prices; absorption and achievable velocities of development; and achievable amounts of development.

1.10 PMT and Stakeholder Design Charrette/Workshop: A design workshop will be held with project stakeholders and the PMT to provide background information and situational context on buildings, land uses, landmarks, and historic elements present in the Art and Culture District. Together we will discuss opportunities for the district's future growth. The workshop will include a visual preference survey to identify what the group envisions for the district regarding placemaking elements, design details, and aesthetics. Input will be used to develop and test ideas and concepts through a charrette process. At the conclusion of this charrette/workshop, the key findings, strategies, and concepts will be shared with the community for review and input.

1.11 Community Visioning Workshop: Critical to our foundational understanding of culture and place, we will hold a public workshop at the end of this phase to engage a broader group of interested citizens and provide the opportunity for them to interact with members of the design team, PMT, and other stakeholders. This public meeting is intended to solicit ideas from the public, understand what the current perceptions are of the district, and to build excitement and secure their buy-in for the future implementation of the plan's recommendations. Interactive activities, such as a "design your own arts district" interactive station, will both inform the project team on community preferences and help build community buy-in and support for this process.

1.12 City Council Meeting: At the completion of this phase, the planning team, with support from the PMT, will provide an update to the City Council at a regularly scheduled meeting. This update will focus on the Community Engagement Plan and the outcomes and deliverables in this phase of work.

Phase 1 Meetings:	Phase 1 Deliverables:
PMT Meetings	Project goals and objectives
Project Workshop	Detailed project schedule
Stakeholder Meetings (8-12)	Stakeholder + Community Engagement Plan
Community Visioning Workshop	Previous planning alignment summary
City Council Meeting	Existing conditions base mapping
District Tour + Audit	Art and Culture District Case Studies
	Market Trend Research
	Market Analysis

PHASE 2: UNDERSTAND + EXPLORE – Concept and Design Elements [Months 3 – 6]

2.1 Land Use Assessment: The MKSK Team will conduct a district-level analysis and understanding of land-use, adjacencies, quality of spaces, and balance of uses. We will identify the existing land uses, recent development trends and functional relationships in the Art and Culture District. This land use analysis will be compared to case studies researched in the first phase, with strengths, weaknesses, and opportunities identified in the plan's recommendations. This analysis will result in a summary of recommendations for district land-uses, open spaces, and densities including a summary of supporting data, maps, and diagrams.

2.2 Connections Assessment: Gather and review issues of connectivity within the District, between other neighborhoods, and to the downtown core, but not limited to: Planned transportation improvements, scheduled road improvements, transit routes and high-level service frequency; Multi-modal, bike routes and dedicated lanes; Pedestrian networks, corridors, and connections, especially related to destinations and population centers; On-street and off-street parking capacity, especially for event, lodging and entertainment areas.

2.3 Market Strategy: This deliverable ensures that the right types of products will be delivered to the right market, thereby reducing risk to developers and governments, while increasing the likelihood of a lasting, sustainable development. It also identifies ways to leverage

investments in the public realm, and complementarity in ways that result in development that is greater than the sum of its parts. Likely recommendations often include:

- Competitive positioning: understanding the site's position relative to other available options; product recommendations (i.e., upscale, midscale, affordable) where relevant; quality, character, and amenities recommendations.
- Public enhancement recommendations: streets, streetscapes, parks, squares, and plazas
- Land use planning: optimal locations; mix-use synergies and complementarity
- Catalyst project recommendations
- Mixed income
- Retail tenancing strategies: anchor identification; inline retail category recommendations
- Development phasing
- Districts and branding
- Competitive differentiation with other commercial districts in the area to ensure complementarity (rather than competition)

The concluded market strategy will include a matrix of product types—residential, retail, etc.—their achievable rents and sale prices, and achievable velocities of development.

2.4 Analysis and Option Development: Based upon the assessments in this task, the MKSK Team will begin preparing concepts and strategies for discussion with the PMT and the Park City Community. This will include developing framework plans highlighting potential physical improvements within the Art and Culture District. At this stage, the physical planning and design concepts will likely have several alternatives for review, analysis, and discussion. Multi-pronged strategies, design concepts, and recommendations will be developed to address objectives in the areas of:

- Future Land Uses and Appropriate/Desired Mix
- Potential Catalytic Anchor Development
- Potential Relocation Opportunities
- Transportation and Parking Recommendations (vehicular & pedestrian)
- Physical Connections and Streetscape Improvements
- Business Environment and Growth Opportunities
- Parks, Open Spaces & Plazas
- Community Placemaking Opportunities
- Temporary and Short Term Placemaking
- Strategic Focus Areas, Priority Corridors and Community Gateways
- Wayfinding and Intuitive Routing
- Authentic Art District Branding

2.5 Community Update Meeting: The planning team will share these preliminaries concepts and strategies at a second community meeting, held in tandem with the Bonanza Park and Snow Creek Area Plan. At this meeting, the planning team will share site opportunities for development, mix of uses, and the potential for the creation of an art and culture district. This meeting will provide an opportunity for the community to provide feedback on the progress to date and share insights on how to best refine or narrow down concept options into a single community-supported vision.

2.6 City Council Update: At the completion of this phase, the planning team will provide an update to the City Council at a regularly scheduled meeting. This update will focus sharing the Market Strategy, Land Use Assessment, and the preliminary concepts and strategies.

Phase 2 Meetings:

PMT Meetings
Community Update Meeting
City Council Update Meeting

Phase 2 Deliverables:

Land Use Assessment
Connections Assessment
Market Strategy
Preliminary Concepts and Strategies

PHASE 3: SYNTHESIZE - Plan Recommendations [Months 6 – 10]

3.1 Concept and Strategy Evaluation: The MKSK Team will advance and develop the preliminary concepts and strategies generated as part of Phase 2 based upon PMT feedback. The Team will also evaluate the concepts and strategies through the Vision Statement as well as the lens of the adjacent districts and Bonanza Park. Proposed land conversion, redevelopment, use relocation, economic incentives, connectivity improvements, transportation recommendations, and branding recommendations, to name a few, must be considered in terms of impacts to other areas of the city, as well as to the continued success and improvement of existing cultural amenities. The Art and Culture District planning concepts and strategies will be compiled and condensed into highly graphic materials for presentation to the PMT, stakeholders, and the public.

3.2 Development and Feasibility Analysis: Economic feasibility analysis will evaluate and test likely development prototypes (i.e., construction costs, acquisition, etc.) and operational costs. Using up-to-date estimates on construction costs, as well as risk measures (such as capitalization and interest rates for different uses) the degree to which financial gaps in the development and delivery of products to market will be identified. Conversely, surpluses in development value, which can sometimes be leveraged to make other types of development viable, will be considered, and can sometimes inform a development strategy. Residual land values will be determined and weighed against current land sale comparables. This will be done in conjunction with detailed site planning from MKSK, which will be modelling one or more development alternatives for the site. This effort will address how issues like parking, circulation, density, and scale might best be resolved on the site, making for a more accurate feasibility test, while also providing clarity to policy makers the actual physical ramifications of different program elements on the site.

3.3 Implementation Strategy: Includes the particular role, resources, investment and operational funds, and timeline for implementation of the Plan provided by the public sector, private sector, and partnerships. It shall include an implementation/action program and matrix for recommended improvements, cost estimates, phasing within the district, and preferred funding strategies (PPP, Long-term lease or sale, CRA, grants, etc.).

3.4 Draft Art and Culture District Feasibility Study: The Planning Team will produce a draft of the Feasibility Study. All information collected and analyzed to date will form the foundation of this effort. Graphics, maps, plans, and illustrations will be finalized. The Feasibility Study will address specific issues, goals, and strategies, and provide concise and specific steps to address and resolve identified needs, issues, and problems in a single document. This includes a robust Implementation Strategy, as detailed in this phase. The Art and Culture District Feasibility Study will be designed as graphically rich, user-friendly document to effectively communicate the results of the plan to a broad spectrum of audiences with the goal of building support for following the recommendations of the plan. A marketing level summary presentation will also be created that is less technical but can quickly convey the highlights of the plan to interested parties. The report will include as a baseline:

1. A Summary of community sentiment based on the results from the engagement process.
2. Documentation and analysis of best practices and case study research
3. The assessment and review of existing plans and studies through a plan alignment.
4. Identification of priorities, objectives, defined needs, and requirements, recommendations, funding strategies, and success metrics for the built program, land uses, and special event operations.

3.4 City Council and Stakeholder Follow-Up Meeting: It is anticipated that in building consensus and support for the plan, follow-up meetings with various stakeholders and City Council will be of great assistance. As part of a trip for a Community Open House, the MKSK Team will meet with stakeholders and City Council to socialize the draft plan, as directed by the PMT.

3.5 Community Open House: To build additional consensus and support for the plan, MKSK will conduct a Public Open House to present the draft Art and Culture District Feasibility Study. This will be an opportunity for the community to review all proposed concepts, recommendations, and implementation strategies. This open house will include a presentation focused on how to implement the plan, and the steps the City and related stakeholders must take to realize the vision, as described above.

3.6 Plan Refinement: At this point, the MKSK Team will incorporate recommended revisions that have been compiled, approved, and provided by the PMT, project stakeholders, and Community Open House. Following incorporation of the revisions, a PMT-approved final draft will be provided and the MKSK Team will prepare a digital summary presentation for use in marketing and sharing the plan.

Phase 3 Meetings:

PMT Meetings
Community Open House
City Council Meeting
Follow Up Stakeholder Meetings

Phase 3 Deliverables:

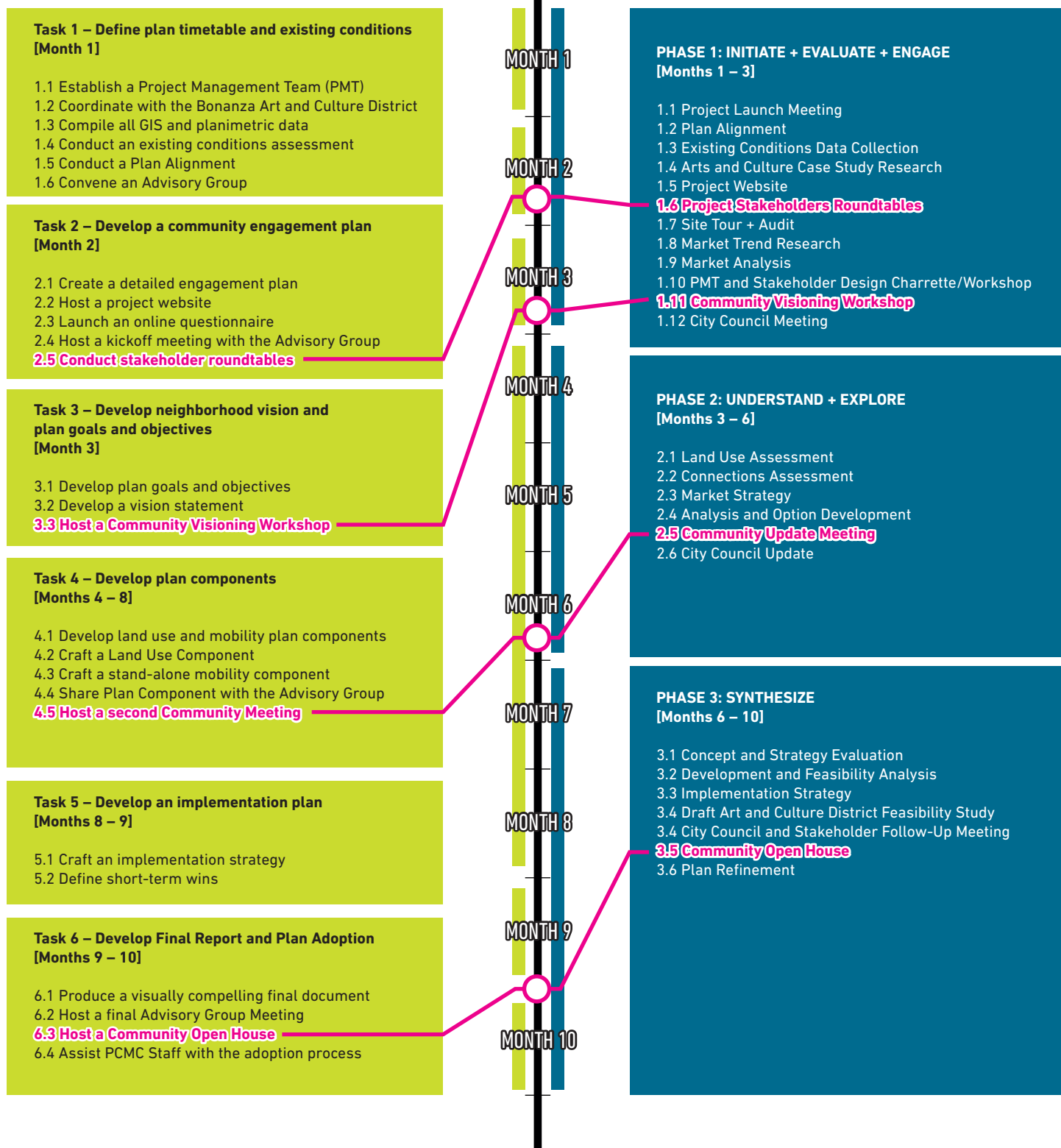
Development and Feasibility Analysis
Implementation Strategy
Draft Art and Culture District Feasibility Study
Final Art and Culture District Feasibility Study

SCHEDULE

● = Community Meeting or Event

BONANZA PARK & SNOW CREEK AREA PLAN

BONANZA ARTS & CULTURAL DISTRICT



PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

STATE OF OHIO)
) ss.
COUNTY OF FRANKLIN)

On this 11 day of November, 2022, personally appeared before me
Andy Knight, PLA, ASLA, 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 Principal (title or office) of MKSK, Inc.
a S- corporation (or limited liability company), by authority of its
Bylaws/Resolution of the Board of Directors (if as to a corporation) or Operating
Agreement/Member Resolution (if as to a limited liability company), and acknowledged that
he/she signed it voluntarily for its stated purpose as Principal (title) for
MKSK, Inc., a S- corporation (or limited liability
company).

Alisa Burnside
Notary Public



PARK CITY MUNICIPAL CORPORATION - REQUEST FOR PROPOSALS

BONANZA PARK & SNOW CREEK SMALL AREA PLAN

NOVEMBER 23, 2022

1. COVER LETTER
2. FIRM DESCRIPTION
3. TEAM ORGANIZATION & KEY STAFF
4. RELEVANT PROJECTS & REFERENCES
5. PROJECT APPROACH & SCHEDULE

November 23, 2022

MKSK

Gretchen Milliken, Planning Director
Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060
gretchen.milliken@parkcity.org

RE: Request for Proposals - Bonanza Park and Snow Creek Small Area Plan

Dear Ms. Milliken and Members of the Park City Municipal Corporation

On behalf of the entire MKSK team, I am pleased to share with you our proposal in response to the Request for Proposals for the **Bonanza Park and Snow Creek Small Area Plan**. We have prepared our proposal based on the information provided in the RFP, the questions and answers provided in the addendum, our conversations with our subconsultants who have recent and relevant experience working in Park City, and our experience preparing Small Area Plans in communities similar to Park City. We also understand that this RFP was released in conjunction with the **Bonanza Art and Culture District Feasibility Study** RFP with the suggestion that submitting firms are encouraged to submit for both RFP's. Our team agrees that there are several overlaps and synergies between these two projects, therefore MKSK is submitting proposals in response to both of these RFP's with the anticipation that these two projects would run parallel with each other, inform one another, and ultimately create a Small Area Plan and Feasibility Study that are in alignment with consensus from the public, stakeholders, and the City of Park City.

While there are many facets of this study that will be important to understand and assess as we work through the process including Land Use, we understand that there are several key issues relative to the Bonanza Park and Snow Creek Small Area Study that we must address including **Transportation/Mobility** and **Community Engagement**.

Transportation/Connectivity: For the local residents, the Bonanza area is considered the "Heart of the City", surrounded by neighborhoods, restaurants, and commercial destinations like grocery and home improvement stores. New residential projects, including an affordable housing development, are anticipated that will offer housing options for the local working population that currently rely on longer commutes into Park City from the surrounding areas.

For the broader tourism community, Park City is a world class destination for outdoor recreation including some of the world's best ski slopes and resorts. The "Old Town" also draws in thousands of visitors every year that populate the streets and add pressure to the existing transportation network that exit Interstate 80 to the north, or Hwy 189 to the east. These two routes into the city, Park Avenue and Kearns Boulevard, converge in the study area and create multiple issues including severe congestion, unsafe non-motorized/pedestrian circulation, and inconvenience for the local residents.

For this specific effort we have partnered with the Salt Lake City office of **Fehr and Peers** to evaluate, assess, and provide recommendations for the identified transportation issues and concerns. They will provide recommendations for intersection improvements, pedestrian circulation throughout the area, and additional opportunities including better connection to the existing Rail Trail to the east.

Community Engagement: Our team understands that the residents of Park City are passionate about the future of their city, community, and neighborhoods. While MKSK prides itself on successful and meaningful engagement in all of our projects, we understand that this specific project requires a team that has already built trust within the community and will engage the public and stakeholders through both the Small Area Study and the Feasibility Study. For this task we have partnered with **Future IQ** who has recent and successful experience working with the residents, stakeholders, and City officials of Park City during the Park City Vision 2020 project that engaged over 1,700 residents and stakeholders during that process. Future IQ will be engaging the public and stakeholders for both the Small Area Study and the Feasibility Study.

Combined with the Art and Culture District Feasibility Study process, the MKSK team will prepare two distinct deliverables that are responsive to the issues and sensitivities of each project and are in alignment and build upon the future of the Bonanza area and broader Park City vision and goals. We are excited by the experience of our collective team and the leadership and knowledge that we will bring to this project and the community. We look forward to the opportunity to discuss our team, approach and methodology, experience, and how we are the best fit for this challenge and opportunity.

Respectfully Submitted,



Andy Knight, PLA, ASLA, Principal
aknight@mkskstudios.com
859.559.7337
462 S Ludlow Alley, Columbus, OH 43215



10TH STREET STRATEGIC INVESTMENT PLAN, JEFFERSONVILLE, IN

PASSIONATE ABOUT
PEOPLE & PLACE

MKSK

NEIGHBORHOOD PLANNING, LAND USE, TRANSPORTATION & CONNECTIVITY, ARTS DISTRICT PLANNING, ENGAGEMENT SUPPORT

Contact: Andy Knight, PLA, ASLA, Principal, aknight@mkskstudios.com, 859.559.7337

MKSK is a collective of Planners, Urban Designers, and Landscape Architects, founded in 1990, who are passionate about the interaction between people and place. We work with communities and clients to reimagine, plan, and design dynamic environments for the betterment of all. We are a practice with a network of twelve regional metropolitan studios in Ohio, Illinois, Kentucky, Indiana, Michigan, South Carolina, Georgia, Florida, and the District of Columbia. MKSK approaches planning and design with a clear understanding that each place is unique and has economic, social, environmental, historical, and cultural influences which should be explored through thoughtful, context sensitive design.

Comprehensive & Community Planning

MKSK understands the numerous factors that must be considered to create a robust and successful community plan, including assessments of existing conditions, environment, infrastructure, transportation systems, demographics, market trends, development economics, fiscal implications, community character, cultural and historic structures, the built environment, and the public realm. We understand the relationships between the various types of land uses and their impacts on infrastructure and municipal services and funding. Because of our work with the public sector and the private development community, we have a robust understanding of the types, yields, needs, and site layout of the myriad land developments. We also understand their infrastructure, parking, support, amenity, and open space needs. We specialize in planning for the public realm, including downtowns, riverfronts, parks, signature spaces, plazas, streetscapes, gateways, etc. Our goal in all of our community planning efforts is to identify catalytic projects that will attract investment, support a community's vision, and greatly improve quality of life and economic opportunity for all of its residents and businesses.

Our planning practice is guided by the following principles:

1. We **invest in long-term** commitments with the communities where we work, which is critical to plan implementation.
2. We bring a critical **understanding of community** planning and development strategies.
3. We **recognize key success factors** for implementation such as funding, stakeholder, community buy-in, resource commitments, political will and leadership.
4. We **align public and private sector goals**, partnerships that can bring results, and understand the appropriate public investments that can spur substantial private development.
5. We champion **urban placemaking, walkable districts, multi-modal transportation enhancements**, and **sustainable healthy community design** practices which result in significant reinvestment.
6. We offer a variety of live and virtual **public engagement opportunities** to gain the community's interest and input.
7. We bring **broad experience** in funding & regulatory tools.
8. We **create exciting and achievable visions** that motivate leaders, stakeholders, funders, and the public, that lead to successful built projects embraced by the community.
9. We understand the importance of careful and thoughtful **quality planning and design** in creating catalytic and lasting projects.
10. We understand the importance of place and character that is **unique to each community** and strive to incorporate and reflect that in individual designs.



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Land Use & Scenario Planning

We work with communities to identify catalytic projects that will meet community goals, attract investment, and complement the varied character of their surroundings. This involves identification of different scenarios for development that may vary in their mix of uses, form, and context. While we may identify some aspirational opportunities, we also apply our expertise in master planning to ensure our recommendations are grounded in real world feasibility.

Mobility

MKSK understands the inherent relationship between land use, its form, and the multi-modal transportation network. We seek opportunities to improve safety, community health, economic sustainability, and equity by providing options to single occupant auto travel. This is more than just offering an option along a particular street. We evaluate the supporting network to help identify mode priorities and improve connectivity, especially to transit corridors. This includes exploration of design options in the full right-of-way, as an important public space, to stimulate investment and create unique places.

Engagement

Community involvement and engagement is a fundamental part of our urban planning and design approach. MKSK are experts at interactive community engagement, including charettes, hands-on design workshops, traditional open houses, focus group sessions, surveys, and social media platforms. We also offer a sophisticated set of tools including online, telephone, web-based, and virtual participation options accessible to people of different demographic groups. Our experience and flexibility ensure we can adapt methods of engagement to meet social distancing requirements that may continue to arise to ensure we continue to have the vital conversations and interactions needed to keep the project moving forward.

Placemaking & Public Art

We work with municipalities, non-profit, cultural and institutional clients to help our communities become vibrant places of destination. MKSK leads a creative planning and design process that provides vibrant spaces while accommodating a variety of community and civic uses. MKSK understands that properly programmed, planned and designed urban spaces can be the catalyst for economic investment and redevelopment. Increased access to a downtown and riverfront, entertainment and cultural institutions, streetscape enhancements and pedestrian connections to connect multiple areas or districts, or revenue-generating community and event facilities that create a local and regional draw—these are the 'spaces' MKSK designs.

With over 70 regional and national design awards we have been recognized by our peers as a leader in our respective fields. More importantly, MKSK is proud of projects that have truly transformed the communities in which we work.

MKSK seeks to go beyond "beautiful" to arrive at solutions that provide meaningful sustainable results. Projects that are environmentally, socially and economically sustainable. MKSK projects have become centerpieces and identifying parts of the communities in which they are located – generating civic pride, economic success, and overall enjoyment – making our communities stronger, prominent places to live, work and visit. MKSK also has extensive experience qualifying, managing, and integrating artists' work into projects, from pocket parks and gateways to streetscapes and the public realm. Depending upon the scope and nature of the project, members have worked with graphic designers, sculptors, artists, and in-house designers to integrate art, graphics, and sculpture into the public spaces they plan and design.



FEHR & PEERS: TRANSPORTATION PLANNING

Maria Vyas, AICP, Principal, mvyas@fehrandpeers.com, 385.282.7062

Fehr & Peers is passionate about transforming transportation consulting through innovation and creativity. They derive inspiration by partnering with communities to understand and shape local transportation futures objectively tailored to diverse needs. Clients trust them to help them overcome barriers and uncertainty by combining our advanced expertise with curiosity, humility, and initiative to deliver implementable, data-driven solutions that reinforce community values. From the most straightforward to the most complex, they actively listen to client and community needs and handle every project with diligence and focus.

Fehr & Peers differentiate themselves by investing in research and development to anticipate needs, explore the unknown, and collaboratively imagine a better future. Their culture of applied innovation generates an appetite for new and better ways of approaching problems, motivates them to explore emerging transportation concepts and mobility trends, and inspires them to develop new analytical tools and techniques.

As a national transportation planning and engineering firm, they specialize in serving local communities. Fehr & Peers' Salt Lake City office has served Park City for decades, including current work on the Short Range Transit Plan and the Rail Trail Master Plan, as well as previous transportation analyses in the Arts & Culture District, Bonanza Park, and Old Town. In addition to their work directly for the City, they also consult for many private sector clients and have strong relationships throughout the Park City community.



FUTURE IQ: PUBLIC ENGAGEMENT LEAD

David Beurle, CEO and Founder, david@future-iq.com, 612.757.9121

Future IQ is a small, privately owned global research and consulting company headquartered in Minneapolis, Minnesota. Founded in 2003, Future IQ's global footprint brings a broad perspective and delivers transformational customized solutions to our clients. With nine staff members and four strategic partners, Future IQ's clients span North America, Europe, and Australia.

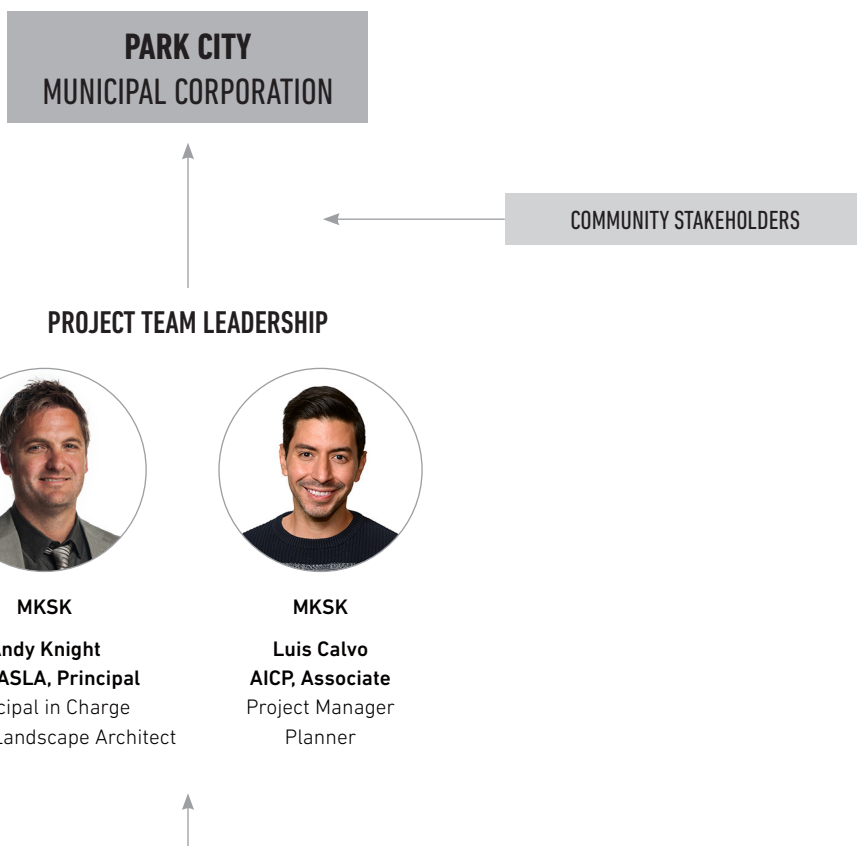
The client-facing Future IQ team members presented in this proposal have significant experience working on community engagement, visioning, strategic planning, economic development, and sustainable tourism development projects. Future IQ recognizes that this project requires significant periods for intensive workloads and their team availability will allow sufficient team resources to be deployed, both on-site and/or virtually, and for data analysis and report preparation.

The proposed team members are an experienced and reliable team, with a complementary mix of required skills in:


- Project management and stakeholder workshop facilitation
- Highly developed critical thinking capacity in the areas of visioning and strategic planning
- Knowledge and experience with State agencies, municipalities, corporations, regional entities, and non-profit organizations





PROJECT TEAM ORGANIZATION



MKS
NEIGHBORHOOD PLANNING, LAND USE,
TRANSPORTATION & CONNECTIVITY, ARTS DISTRICT
PLANNING, ENGAGEMENT SUPPORT

 Brian Kinzelman
FASLA, PLA, AICP, LEED AP
Principal Planner

 Jeffrey Pongonis
FASLA, PLA, Principal
Development Planner

 Ashley Solether
ASLA, PLA, Associate
Landscape Architect


FEHR & PEERS
TRANSPORTATION PLANNING


 Maria Vyas
AICP, Principal
Transportation Planner


 Katherine Skollingsberg
Transportation Planner


 Chris Bender
PE
Transportation Engineer

Future IQ
PUBLIC & STAKEHOLDER ENGAGEMENT

 David Beurle
BSC, AGR, CEO
Engagement Lead

 Celine Beurle
COO
Engagement

 Brittany Rempe
Creative Director
Engagement

 Walter Paixao-Cortes
Data Engineer
Engagement



Education

Master of Landscape Architecture, The Ohio State University, 2002

Bachelor of Landscape Design, University of Tennessee, 1998

Registrations

Registered Landscape Architect: KY, OH, MI, MD

CLARB Certified Landscape Architect

Professional Affiliations

American Society of Landscape Architects

ANDY KNIGHT, PLA, ASLA, PRINCIPAL

Principal in Charge, Planner, Landscape Architect

MKSK

Andy's strengths lie in his holistic approach to urban design and community development. His urban design and planning experience ranges from master planning for neighborhoods, urban redevelopment, multi-modal transportation planning and design, and a variety of street enhancement projects. His experience in working with multiple communities over has provided a solid understanding of the users and high level of expectations. Andy's sensitivity to sense of place and community engagement uniquely positions him to deliver meaningful, performative, and innovative planning and design strategies. Andy's inspiration comes from his passion for high quality design through an integrated and collaborative design process with clients, users, constituents, contractors, and peers.

Project Experience

Butchertown, Phoenix Hill & Nulu Neighborhood Plan, Louisville, KY: The nine month process will include an innovative engagement strategy that relies on both online and on-the-ground mobilization, supported by a Neighborhood Advisory Group of community leaders and stakeholders. The study runs in tandem with an additional data-driven connectivity analysis that will study multi-modal connections to new and recent attractions.

Woodbridge Neighborhood Design Guidelines, Detroit, MI: MKSK led a multi-disciplinary team of Landscape Architects, Planners, Urban Designers, Architects, and Market Advisors to prepare neighborhood design guidelines and standards that will influence future development and improvements in the near-term.

West Kentucky St Corridor Plan, Louisville, KY: MKSK is leading a multi-disciplinary team to reimagine West Kentucky Street from Dixie Highway to 4th Street. Through a process of de-emphasizing vehicles and prioritizing pedestrians and bicyclists, the West Kentucky Street Corridor Master Plan weaves together a comprehensive strategy that promotes a safer, greener, expressive, and connected urban corridor.



Education

Master of Urban Planning, University of Louisville, 2013

Bachelor of Architecture, Kennesaw State University, 2010

Registrations

Certified Planner, American Planning Association

Professional Affiliations

Ohio Chapter of the American Planning Association

Louisville Resilience Steering Committee

LUIS CALVO, AICP, ASSOCIATE

Project Manager, Planner

MKSK

Luis is an urban planner who specializes in translating intricate and complex planning issues to a general audience through verbal, written, and graphic communication. He uses his understanding of building form and his background in architectural design to provide a well-rounded approach to urban planning and design. As an advocate of community-driven planning, Luis emphasizes the use of creative public engagement tools to reach consensus among residents, stakeholders, and cities. Luis strives to generate planning documents and graphics that both educate and inspire and that are consistent with a community's goals and values. He has worked in several downtown plans for cities of variable sizes across the Midwest and has overseen planning projects that range from the site-specific to the regional level. Luis finds his inspiration from the richness in the diversity of urban neighborhoods and the people that continue to make them vibrant and exciting places to live.

Project Experience

Butchertown, Phoenix Hill & Nulu Neighborhood Plan, Louisville, KY: The nine month process will include an innovative engagement strategy that relies on both online and on-the-ground mobilization, supported by a Neighborhood Advisory Group of community leaders and stakeholders. The study runs in tandem with an additional data-driven connectivity analysis that will study multi-modal connections to new and recent attractions.

Downtown Louisville Master Plan, Louisville, KY: MKSK led a planning team of economic development, urban design, and market analysis specialists to develop a focused plan for Downtown that advances business development and housing strategies, addresses urban form and connectivity, and identifies catalytic projects for redevelopment and reinvestment.

Reedy River Redevelopment Area & Unity Park, Greenville, SC: Building on several years of community-based planning and public space design, the Affordable Housing Strategy focuses on the creation of new affordable housing units and mixed-income housing development in the Southernside Neighborhood around Unity Park. The Strategy was a targeted effort geared towards quick implementation and the near-term creation of affordable housing units that would coincide with the development of Greenville's newest community park.

Kenmore & Middlebury Neighborhood Plans, Akron, OH: MKSK assisted neighborhood leaders and City staff in creating two neighborhood plans that will leverage funding opportunities and create improvements over the near- and long-term. Informed by retail market studies, and in collaboration with various neighborhood and community organizations, the resulting neighborhood plans takes a holistic look at the Kenmore and Middlebury neighborhoods and their connections to downtown Akron. To reach more residents than a typical planning process, the community was engaged via a series of festive events that were held over the course of the year.

**Education**

Bachelor of Landscape Architecture, The Ohio State University, 1977

Registrations

Registered Landscape Architect: OH, KY, IN, WV, TN, PA, SC

LEED Accredited Professional, USGBC

CLARB Certified Landscape Architect

Certified Planner, American Planning Association

Professional Affiliations

American Society of Landscape Architects

BRIAN KINZELMAN, FASLA, PLA, AICP, LEED AP, PRINCIPAL

Principal Planner

MKSK

Brian's passion is designing parks and public spaces that provide a solid foundation for future development and fit seamlessly into the existing landscape. For 25 years, MKSK has provided planning and design services to communities and clients throughout the United States. Brian's approach to planning is strategic, action-oriented, and targeted to meet the specific goals of each community. Brian's 37-year professional practice includes land use planning, parks and recreation design, campus plans, urban design, residential, and mixed use development planning for cities, towns, and private developers.

Project Experience

Birmingham NW Downtown Master Plan, Birmingham, AL: The NWDT Plan was an 18-month community-based process for aligning future investment and development in the Civil Rights District and the Switch with the community's vision for this locally- and internationally-significant place. MKSK's effort built on recent planning projects, better connecting the Northwest Downtown area to adjacent neighborhoods, and addressing meaningful questions about goals for equitable development.

Hilton Head Mid-Island Initiative, Hilton Head, SC: Located on the north side of the island, this work entails both a district wide plan for the Mid-Island and a park concept design for the Mid-Island Tract that is a former 18-hole golf course now owned by the town. The goal for the project is to create a revitalized district anchored by a new civic park that is integrally connected to the island's existing path system and nearby neighborhoods.

Hilton Head Corridors & On-Call Planning, Hilton Head, SC: MKSK is studying important corridors on Hilton Head Island with the goal of improving function and unifying appearances. The varied conditions that exist today will be evaluated and re-conceptualized into a consistent system that is easy to understand by users and considers safety and improved aesthetics.

Uptown Revitalization Plan and Comprehensive Plan, Plain City, OH: MKSK worked with the Village and members of the community in a robust community engagement process to develop 9 Planning Principles synthesizing priorities, strengths, and opportunities for the future of the community. The principles are comprehensive statements of direction to guide the plan and achieve the common community visions.

**Education**

Bachelor of Landscape Architecture, The Ohio State University, 1998

Registrations

Registered Landscape Architect: OH

Professional Affiliations

American Society of Landscape Architects

Urban Land Institute

International Downtown Association

JEFFREY PONGONIS, FASLA, PLA, PRINCIPAL

Development Planner

MKSK

Jeff is committed to the implementation of a meaningful and connected environment. His process is focused and mindful of both the aesthetic details of robust social spaces as well as the greater urban strategy. Jeff's wide range of projects express his beliefs and commitment to the design of a contextual human environment. His work includes project types ranging from master planning and mixed-use development planning, open space and park design, to academic and campus design

Project Experience

Grandview Yard Phase I Public Infrastructure & Civic Spaces, Grandview Heights, OH: Grandview Yard is a new 125-acre mixed-use development that will include 1.2 million square feet of commercial development and more than 1,300 residential units. Standards for uses, buildings, landscaping, lighting, and parking were created in order to enable the development. Grandview Yard is the first development in the Midwest to be pre-certified as a LEED-ND Silver community, making it the highest rated neighborhood by the U.S. Green Building Council.

South Fourth Street Corridor, Louisville, KY: Working with the Project Engineer, MKSK developed a master plan for the revitalization of South Fourth Street that will encourage retail activity and simplify the streetscape. MKSK worked within the constraints of multiple underground vaults and utilities and accommodated the needs of two major hotels to develop a workable plan that will transform this street into a more functional, vibrant corridor.

Van Aken District, Shaker Heights, OH: The Van Aken District is a vertically mixed use, transit-oriented redevelopment consisting of residential, retail, and office in the heart of Shaker Heights, Ohio. The project has transformed an existing underutilized strip shopping center into a dense and vibrant neighborhood.



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ASHLEY SOLETER, ASLA, PLA, ASSOCIATE, LANDSCAPE ARCHITECT

Ashley believes in creating elegant, efficient, and sophisticated plans and designs that provide social, environmental, and economic benefit. Ashley has experience in a range of projects with a focus on master planning, urban design, mixed use development, and land planning. She has been engaged in these projects from conceptual development through documentation and implementation. Ashley's understanding of development and urban design provides a comprehensive perspective to each project. Ashley has a Bachelors of Landscape Architecture from The Ohio State University.



MARIA VYAS, AICP, PRINCIPAL, TRANSPORTATION PLANNER

Maria Vyas, AICP, is a Principal in the Salt Lake City office of Fehr & Peers, with 24 years of experience in transportation and land use planning. She thrives on projects that require creative, inter-disciplinary methods of evaluating complex issues. She's known locally and regionally for being able to tackle challenging multi-modal transportation problems and developing integrated solutions with buy-in from diverse stakeholders. She has served the Park City community on project work since 2006. Maria has a Bachelors of Urban Planning from the University of Utah.



KATHERINE SKOLLINGSBERG, TRANSPORTATION PLANNER

Kathrine leads the community engagement and outreach efforts for the Salt Lake City Fehr & Peers office and is eager to find better ways to involve the community in every stage of the transportation planning process. Kathrine has 15 years of total experience in both the public and private sectors working on community engagement and outreach efforts related to effective communication between technical and non-technical personnel. Her strengths lie in developing and executing effective public outreach strategies that educate stakeholders and community members on key issues and objectives, prioritize the community's desires and needs, allow the project team to learn from the community, and create confidence in the planning process to achieve public ownership in the final project and built projects. Katherine has a Masters of City & Metropolitan Planning from the University of Utah.



CHRIS BENDER, PE, TRANSPORTATION ENGINEER

Chris has more than six years of experience in parking analysis, including parking policy development and shared parking analysis for mixed-use developments. He is currently leading a parking study to inform policy updates to Clearfield City's parking requirements and is the lead engineer on the WFRC Parking Modernization project team. Chris recently evaluated shared parking needs at two destination neighborhoods in Salt Lake City as part of the 900 South redesign project, at the planned Millcreek City Center as part of that redevelopment project, and at the Farmington Front Runner park-and-ride as part of Farmington City's station area plan. Chris has a Bachelors of Civil Engineering from Brigham Young University.



DAVID BEURLE, BSC, AGR, CEO, ENGAGEMENT LEAD

As founder and CEO of Future iQ, David is a pioneer and expert in creating new and innovative future planning approaches for use in community, regional, industry, organizational and government settings. David created the Future Game™, a global planning and workshop tool that has been used in over 600 workshops across 10 countries. Having worked in the field of organizational and regional economic and community planning for over 20 years, his work has won numerous awards. David has the major role in all of Future iQ's projects as lead project manager. David has a Bachelors in Agricultural Science from the University of Sydney.



CELINE BEURLE, COO, ENGAGEMENT

Celine is Chief Operating Officer (COO) of Future iQ and Managing Director of Future iQ Europe. With an academic background in Sociology and Philosophy, Celine is passionate about understanding society and this has led to her ongoing interest in pursuing societal change, which has enabled Future iQ to view projects through the often needed 'sociological' lens. Celine has an innate ability to run and effectively coordinate projects of varying sizes. Celine has a Masters in Sociology and a Bachelors in Sociology/Philosophy from the University of Cork.



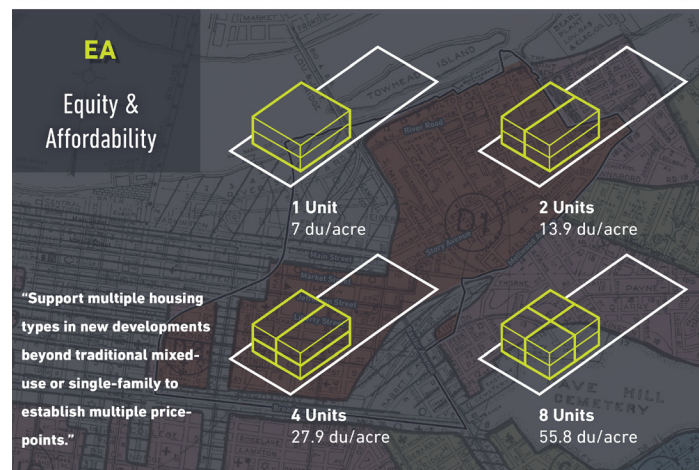
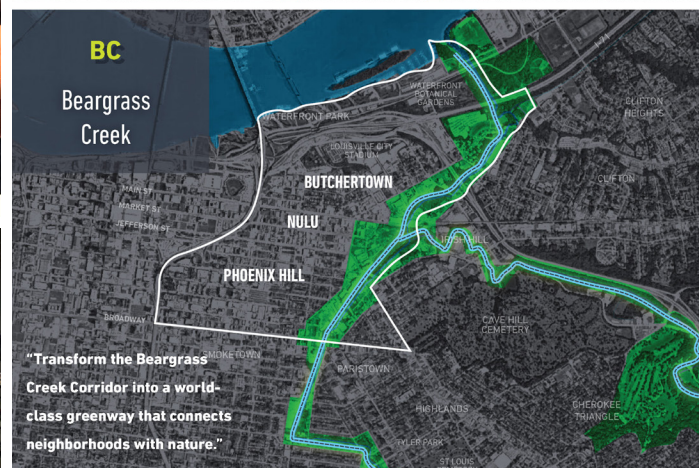
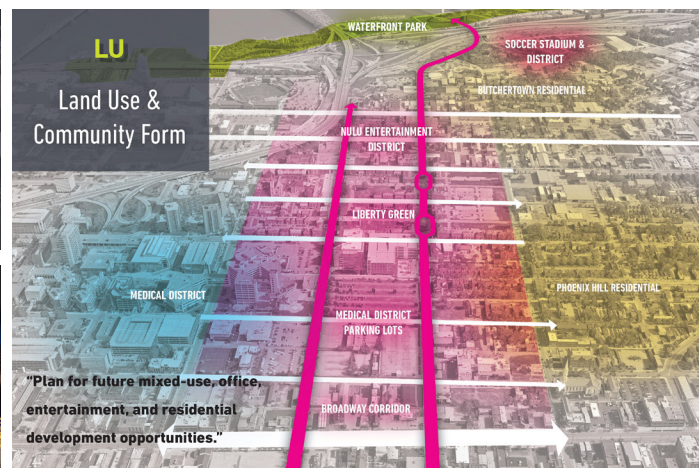
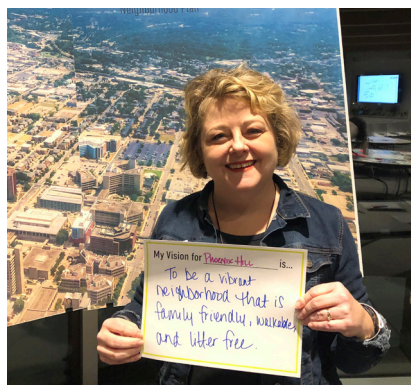
BRITTANY REMPE, CREATIVE DIRECTOR, ENGAGEMENT

Brittany Rempe is experienced in brand management, graphic design, and public relations, and has an innate ability to create and clearly present engaging messages. Brittany has managed communications to a wide range of audiences, including agricultural manufacturers, college students, railroad service providers, regional organizations, software developers, local governments, and community theatergoers. She understands how visuals influence interpretation and has the skills to create pieces that communicate effectively. Brittany has a Bachelor of Arts in Public Relations from Simpson College.



WALTER PAIXAO-CORTES, DATA ENGINEER, ENGAGEMENT

Walter is a senior software engineer with 24 years of experience in the software development industry, working across different domains including Human Resources, Finance and Product Engineering. He has expertise in data analysis, creating ETL pipelines, building data visualizations in many different technologies (SAP Business Objects, Oracle BI Enterprise Edition, QlikView and Tableau), and has experience in working with high data volumes to extract insights. Walter has an academic background in Computer Science with a Masters in Bio-informatics, and a Doctorate (in progress) in Bio-informatics with a minor in Natural Language Processing.



MKSK

BUTCHERTOWN, PHOENIX HILL & NULU NEIGHBORHOOD PLAN LOUISVILLE, KENTUCKY

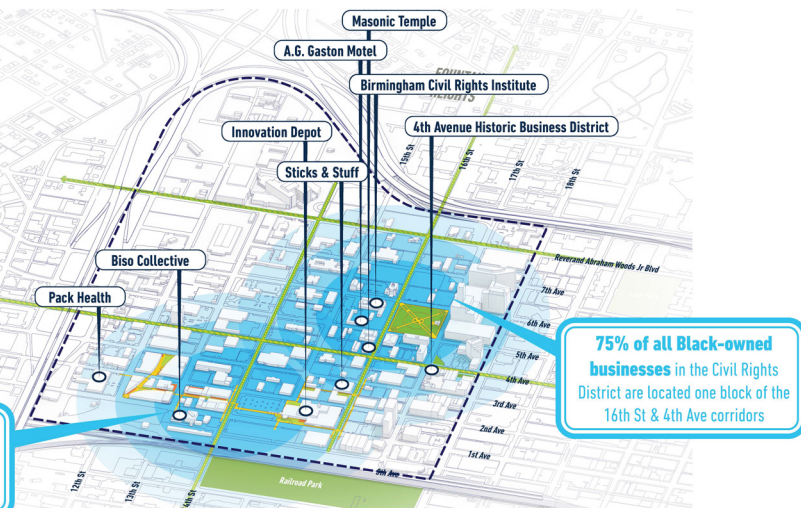
The Butchertown, Phoenix Hill, and NuLu Neighborhood Plan looked at three communities to create a guiding document for future growth. Just east of downtown, the 6.3-square-mile study area includes some of the most vibrant and unique communities in Louisville. Historic homes, vibrant corridors, hospital campuses, social services, and world-class parks all come together to create one of the most livable parts of the city. The nine month process included an innovative engagement strategy that relies on both online and on-the-ground mobilization, supported by a Neighborhood Advisory Group of community leaders and stakeholders. The planning effort provided an opportunity for residents to be proactive in anticipating development and address mobility, affordability, and historic preservation concerns. The study ran in tandem with an additional data-driven connectivity analysis that studied multi-modal connections to new and recent attractions.

REFERENCE

Louisville Metro Public Works, Dirk Gowin, PE, PLS, Trans. Planner, 502.574.5925, dirk.gowin@louisvilleky.gov

OUTCOMES

2021 ASLA Kentucky Honor Award, Planning & Analysis;
2021 APA-KY Special Merit Award for Outstanding Neighborhood Plan



BIRMINGHAM NW DOWNTOWN MASTER PLAN BIRMINGHAM, ALABAMA

MKSK

Launched in June 2020, the Northwest Downtown Development Plan (NWDTP) was an 18-month community-based process for aligning future investment and development in the Civil Rights District and the Switch with the community's vision for this locally- and internationally-significant place. MKSK's effort built on recent planning projects, including Freedom Walk and the City Center Master Plan, to create a clear road map for implementing the community's aspiration for these urban districts, better connecting the Northwest Downtown area to adjacent neighborhoods, and addressing meaningful questions about goals for equitable development. In collaboration with neighborhood residents, the faith community, and the business community, MKSK prepared an investment and development strategy that was supported by an Equitable Development Toolkit. Led by Development Strategies, a core partner in the MKSK consultant team, the creation of the Equitable Development Toolkit was based around six goals and presents policy, governance, organizational, and financial tools for each:

Align District
Stewards in
Positions of
Strength

Focus Public
Investment on 4
Vital Corridors and
2 Public Spaces

Prioritize Real
Estate Activity
in Target
Clusters

Establish a Hub of
Entrepreneurial
Support
Organizations

Aggressively
Recruit Key
Innovation
Organizations

Break New
Ground on Sites
Owned by Civic
Champions

With the Equitable Development Toolkit as the foundation and specific action items of the NWDTP to help guide near term decision-making, the place-based community development organizations of Urban Impact and REV Birmingham are continuing the good work aimed towards inclusive growth and community wellbeing.

REFERENCE

Urban Impact, Inc., Ivan Holloway, Executive Director, 205.328.1850, iholloway@urbanimpactbirmingham.org

ELEVEN BIG IDEAS

1 RETROFIT ROADS FOR ALL USERS

Improve existing streets to create walkable and bikeable routes to safely link residents and employees with within the Upper Westside and to Midtown, Buckhead, Georgia Tech and Downtown.

2 GO OFF-ROAD

Create key connections to regional trail networks that link the Upper Westside to neighboring districts and the greater metro area. For purposes of recreation, leisure, shopping, and commuting, develop the off-street trail facilities that will link the Upper Westside to the BeltLine, Silver Comet Trail, Whetstone Creek Trail, Tanyard Creek Trail, and other regional trail systems.

3 IMPROVE THE TRANSIT EXPERIENCE

Create safe, convenient, equitable, and appealing first-mile/last-mile mobility options. Link residential areas, high-density employment areas, and retail clusters to MARTA bus and rail stations.

4 BUILD STRATEGIC ROAD SEGMENTS

Develop missing connections in the local surface street network to relieve congestion, support walking and bicycling, establish transit-supportive development patterns, and unlock economic growth. Take an incremental approach to creating an effective street network that is planned and developed in concert with private investment.

5 ACQUIRE LAND FOR RECREATION

Create tailored and unique solutions for public amenities that support community life. From shady seating to funky pocket parks and dog runs, the Upper Westside should be full of welcoming spaces for all Atlantans.

6 REVEAL HIDDEN NATURE

Leverage overlooked and underutilized natural areas to create publicly accessible greenspace. Identify unbuildable and protected areas such as floodplains, stream buffers, utility easements, and steep topography that may be improved for public enjoyment and outdoor recreation.

7 RECLAIM WATERWORKS FOR THE PUBLIC

Improve access to the historic Hemphill property and create places for the arts, education, and cultural amenities. Create a nucleus of unique civic space at the geographic heart of the district.

8 CODIFY CHARACTER THROUGH ZONING

Use the beloved qualities of Upper Westside neighborhoods as the foundation for future land use decisions. Support new development that enhances the unique character of the district, builds a base of jobs for existing and new residents, and makes the Upper Westside a more inclusive community.

9 INFLUENCE FUTURE LANDMARK DEVELOPMENTS

Build coalitions across and within organizations to develop a common vision to transform large single-owner sites into unparalleled community assets. Such sites include the Hemphill Water Treatment Plant, the Fulton County Jail, CSX's Howell Yard, and the MARTA Brady Avenue Bus Operating Facility.

10 SUPPORT THE GA TECH INNOVATION ECOSYSTEM

Leverage the proximity and innovation of Georgia Tech to drive the long-term economic competitiveness of the Upper Westside. Facilitate the growth of Georgia Tech startups in a variety of sectors (including advanced manufacturing) and support equitable economic development objectives through partnership-based projects and programs.

11 ANNOUNCE THE UPPER WESTSIDE

Identify locations for signature public realm improvements that highlight the distinctive character and vibe of the district. Highlight the Upper Westside district and its constituent neighborhoods through gateways, art, and wayfinding signage.



UPPER WESTSIDE CID MASTER PLAN ATLANTA, GEORGIA

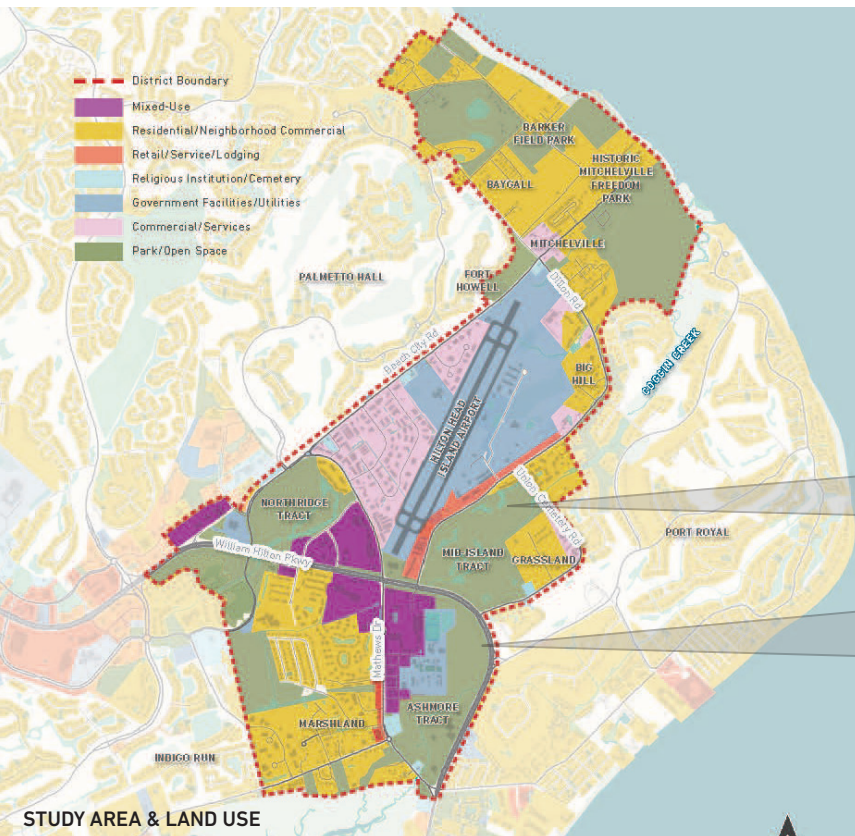
MKSK

MKSK is leading a multidisciplinary team of Planners, Urban Designers, Landscape Architects, Economic Advisors, and Traffic Consultants to prepare the inaugural Master Plan for the Upper Westside Community Improvement District. This comprehensive and critical assessment will be driven by a strong, aspirational, and shared vision and will include a clear roadmap to guide decision-making and investment. The ten-month innovative planning process embraces an approach to community engagement that is both sustained and inclusive. Key questions that will be addressed through this study include:

- What are the unique strengths of the Upper Westside and how do we leverage those strengths to ensure the long-term vibrancy of the district?
- How do we provide safe and legible connectivity from the Upper Westside to surrounding neighborhoods, campuses, and destinations, such as the Westside Park or the Georgia Tech campus?
- What are the opportunities to create or repurpose green assets within the district, such as the Waterworks Greenspace?
- How do we grow and maintain connections to the transit and transportation networks which connect the Upper Westside to the larger metropolitan market?
- In the midst of explosive growth, how do we create and maintain a livable urban environment: green, walkable, safe, and beautiful?
- How can the Upper Westside be a model for inclusive growth and equitable development?

REFERENCE

Upper Westside CID, Elizabeth Hollister, Executive Director, 678.827.9990, hello@upperwestsideatl.org



HILTON HEAD MID-ISLAND TRACT INITIATIVE

HILTON HEAD ISLAND, SOUTH CAROLINA

MKSK

MKSK, along with an interdisciplinary team of architects, civil engineers, market analysts, resiliency planners, and urban designers, is collaborating with the Town of Hilton Head to create a vision and park design for the Mid-Island Initiative Planning Area. Located on the north side of the island, this work entails both a district wide plan for the Mid-Island and a park concept design for the Mid-Island Tract that is a former 18-hole golf course now owned by the town. The goal for the project is to create a revitalized district anchored by a new civic park that is integrally connected to the island's existing path system and nearby neighborhoods. This work has been informed by numerous recent town plans, but also by a robust community engagement process. Through stakeholder sessions, in-park events, and an online survey that received the most input of any survey the town has conducted, more than 1,000 people have been involved in shaping the vision for both the Mid-Island district and future park. At both the district and site scale, MKSK has conducted existing conditions analysis relating to natural systems, urban form, utilities, development economics, demographics, and roadway and bicycle infrastructure.

HILTON HEAD CORRIDOR IMPROVEMENTS

MKSK is studying important corridors on Hilton Head Island with the goal of improving function and unifying appearances. The varied conditions that exist today will be evaluated and re-conceptualized into a consistent system that is easy to understand by corridor users and considers safety and improved aesthetics. This effort will target safety, vehicle movements, trails, pedestrian accommodations, branding, construction standards, lighting, consistency of landscape, signage, pavements, markings, curbing, ramps, setbacks and equipment. Given the critical relationships of these corridors that serve both local residents and tourists, this study and revitalization project represents a unique opportunity to provide benefits to all user groups on Hilton Head Island. Stakeholders will be engaged by the design team and Town staff to ensure opportunities for feedback on the existing conditions assessment as well as recommendations for improvement.

WORKFORCE AFFORDABLE HOUSING STUDY

Workforce housing affordability has been a growing challenge on Hilton Head Island. The trend accelerated through the last five years and the impacts are difficult to ignore. The overarching goal of this Workforce Housing Framework is to provide the Town and municipal leaders with specific strategies and defined actionable tactics that address both the need for housing preservation and new production. The Workforce Housing Framework will serve as the foundational document pulling from the 2019 Strategic Workforce Housing Plan and the Town's 2020 Our Plan to uplift specific strategies that can be prioritized and implemented over the next 24 months. The Framework is focused on four core Pillars: Community, Planning, Management, and Revenue, with the goal to outline key actions within each pillar to address the growing housing crisis.

REFERENCE

Town of Hilton Head Island, Jennifer Ray, Capital Program Manager, 843.341.4665, JenniferR@hiltonheadislandsc.gov



CHATTANOOGA RIVERFRONT DISTRICT MASTER PLAN CHATTANOOGA, TENNESSEE

MKSK

MKSK is leading a multidisciplinary team to conduct a comprehensive Master Planning and Programming Study of the Riverfront District. The study includes a robust stakeholder/public engagement process to solicit community input to help define the vision for the district. Recommendations will include urban design, physical planning and improvements, economic development and strategies for branding, marketing, placemaking, and programming. Key objectives include:

- Developing a roadmap to reenergize the Riverfront District as a civic and cultural center for all Chattanoogaans.
- Identifying catalytic opportunities for high quality and equitable development and uses that will enhance the vitality, accessibility, and civic appeal of the area.
- Design for a quality public realm that relates to the human scale experience.
- Integration of civic art and placemaking design into the public realm that responds to the district's unique history and character.
- District brand development, public space activation and programming.
- Urban design and sustainable development that will meet the needs of both the community and tourism, now and into the future.
- An implementation strategy and prioritized improvements that is open to adaptability to change in use over time.

Over 18 months of planning between the River City Company, the City of Chattanooga, The Benwood Foundation, The Lyndhurst Foundation, MKSK, and thousands of community members, developed the ONE Riverfront District Master Plan - a community-driven plan that identifies 4 Aspirations and 8 Strategies to transform the riverfront over the next seven to 10 years. The ONE Riverfront plan addresses current challenges, with near and long term strategies for aging infrastructure, single-mode roadways, and better accommodating both tourists, visitors and local users.

REFERENCE

River City Company, Jim Williamson, VP of Planning & Dev., 423.265.3700, jwilliamson@rivercitycompany.com



BRIDGE STREET DISTRICT SCIOTO RIVER CORRIDOR FRAMEWORK PLAN & IMPLEMENTATION DUBLIN, OHIO

MKSK

The Bridge Street District Scioto River Corridor Framework Plan develops the urban design principles for an authentic, urban, mixed-use district in the heart of the city of Dublin. Through several years of strategic planning and community input, MKSK assisted the city in identifying, visualizing, and prioritizing the Scioto River and surrounding Historic District as the initial focal area for public investment within the 1,100 acre Bridge Street District. MKSK collaborated with the City to develop the Framework Plan which advanced a bold vision for future development of the area.

The Plan established roadway improvements along the River corridor that would support development of a new riverside park; accommodate traffic growth and regional travel patterns to the district; and connect vehicles, pedestrians, and bicyclists within the developing neighborhood. A new riverfront park and proposed river crossings including a pedestrian bridge would provide a unifying element between districts, a catalyst for private redevelopment, and a civic amenity for the community. Additionally, multiple private development and redevelopment opportunities on the east and west sides of the river were identified. The Framework Plan identified initial catalytic projects for the transformation of the district and has served as a tool to guide the transition from planning concepts to the preliminary phase of design and engineering. MKSK was the prime consultant for preliminary design of Riverside Drive, Bridge Street Roundabout, Pedestrian Bridge, John Shields Parkway, Riverside Crossing Park, and an additional 1.5+ miles of roadway on either side of the River that includes public roadways within the proposed redevelopment district on the east side, and the historic district on the west side. MKSK is now engaged as the Landscape Architect for several projects in design, under construction, or recently completed:

- Bridge Street Roundabout (SR 161/Riverside Drive) (2017)
- Riverside Drive Relocation (2017)
- John Shields Parkway (2018)
- Riverside Crossing Park & Pedestrian Bridge (2021)
- Streetscapes and open spaces as part of the new Bridge Park private development (Ongoing)

REFERENCE

City of Dublin, Terry Foegler, Chief Development Officer, Central Ohio Transit Authority, 614.228.1776, Foeglertd@cota.com



REEDY RIVER REDEVELOPMENT AREA, AFFORDABLE HOUSING STUDY, NEIGHBORHOOD DISTRICT CODE & UNITY PARK **MKSK** GREENVILLE, SOUTH CAROLINA

Recognizing the important relationship between park planning and community development, MKSK and the City of Greenville have partnered on an innovative approach to equitable development and public space planning on the west side of Greenville, SC. The Reedy River Redevelopment Area (RRRA) is a 350 acre district in the historically African American neighborhoods of Southernside and West Greenville and is centered around the Reedy River. In a proactive approach to planning for flood hazards, real estate market pressures, and community needs, MKSK prepared a district plan for parks and open space in the Reedy River floodplain and an affordable housing and equitable development plan for the neighborhoods surrounding the river and future park.

This comprehensive approach to parks and community planning provided the foundation for social and environmental equity in the culturally-rich neighborhoods west of downtown Greenville and also provided a model for urban floodplain management and green infrastructure. Building on the district planning effort that launched in 2016, MKSK has continued to assist the City and greater Greenville community in the development of this vision with the creation of a Community Character Code (form-based code), detailed design and engineering for a signature urban riverfront park (Unity Park), and affordable housing and development planning for the district. Unity Park is supported by both public and private funding.

REFERENCE

City of Greenville, John Castile (Former City Manager), Executive Director, Greenville County Redevelopment Authority, 864.242.9801, jcastile@gcra-sc.org



VAN AKEN DISTRICT MASTER PLAN & IMPLEMENTATION

SHAKER HEIGHTS, OHIO

MKSK

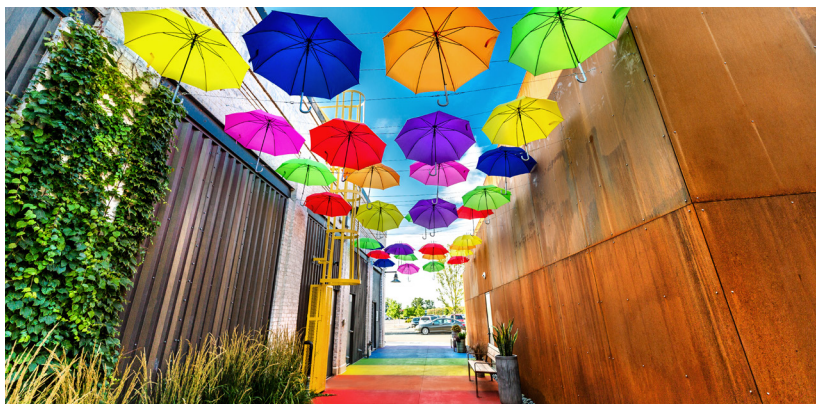
The Van Aken District is a vertically mixed use, transit-oriented redevelopment consisting of residential, retail, and office in the heart of Shaker Heights, Ohio. The project has transformed an existing underutilized strip shopping center into a dense and vibrant neighborhood. The heart of the development, the centrally located "Living Room", provides an internal park element that is supportive of adjacent uses and provides space for seasonal community special events. Hardscape elements within the space celebrate the cultural history of Shaker Square, while the landscape character is designed to fit comfortably within the context of the community as a whole. MKSK provided full design services from concept design through implementation as part of a multidisciplinary team assisting the City.

REFERENCE

City of Shaker Heights, Paul Deutsch, Bialosky + Partners, 216.752.8750, pauld@bialosky.com

OUTCOMES

2021 Finalist Urban Land Institute (ULI) Americas Awards for Excellence; 2020 International Council of Shopping Centers (ICSC) Global Awards North America – New Developments and Retail - Mixed Use Gold; 2020 OCASLA Merit Award; 2019 National Planning Achievement Award for Implementation—Gold; 2019 APA Ohio Built Project Award



EASTON URBAN DISTRICT PLACEMAKING PLAN COLUMBUS, OHIO

MKSK

Easton's Urban District is a 16-acre mixed-use expansion to the town-center style retail and lifestyle center. The expansion is focused on arts, entertainment, public programming, and nightlife. Opened in the fall of 2019, the development includes over 250,000 square feet of retail, restaurant, and office space and plans for over 750 residential units. MKSK contracted with the Owner to collaborate with a multidisciplinary team of architects and designers to plan the eclectic new district. Each building was designed by a different architect to achieve a storied feel for the development, with a system of streetscapes, public spaces, and parks that tie the district together.

MKSK created a short-form Arts/Overlay Master Plan with commercial visuals artist, Adam Brouillette. MKSK was also tasked with developing site amenities such as furniture and sculptures that were fabricated by local artists and makers. The central gathering space, The Yard, is terminated by a rambling wooden surface for relaxing, socializing, or watching small performances. The opposite end of The Yard features an iconic stage that doubles as a gathering space. The 60-ft wide shelter is on a track and can be moved to cover different areas of The Yard for outdoor programming or events. The Urban District also features a formal public space and garden to the north of Restoration Hardware. This gathering area includes an event lawn, cast stone walls, ornamental plantings, and pleached Allee Elms. This quieter public space will be wrapped with residential development in the future.

REFERENCE

Steiner + Associates, Justin Leyda, Development Director, 614.414.7300, jleyda@steiner.com

DISCOVERY DISTRICT PLACEMAKING PLAN COLUMBUS, OHIO

Located east of Downtown Columbus, the Discovery District is home to some of the area's most renowned institutions and attractions, such as the Columbus Museum of Art, Topiary Park, and the Columbus Downtown Library. Building on the success of downtown, the Discovery District is starting to experience a revitalization effort that has turned former surface lots into potential development sites. The Discovery District SID Placemaking Plan builds on this energy to create a vision, define goals and outline specific action steps for placemaking opportunities in the Discovery District. Relying on the ideas of neighborhood residents, workers, students and visitors, MKSK is leading a public engagement strategy that reaches out to the community through interactive mobile displays at the district's college campuses, cultural anchors, and employment centers. The plan will reinforce the district's identity as a neighborhood of arts, culture and knowledge — guiding public improvements in short, medium and long-term goals over the next ten years.

REFERENCE: Discovery District SID, Marc Conte, Director, 614.645.5063, mvconte@sidservices.com

OUTCOMES: 2017 OCASLA Merit Award; Planning & Analysis

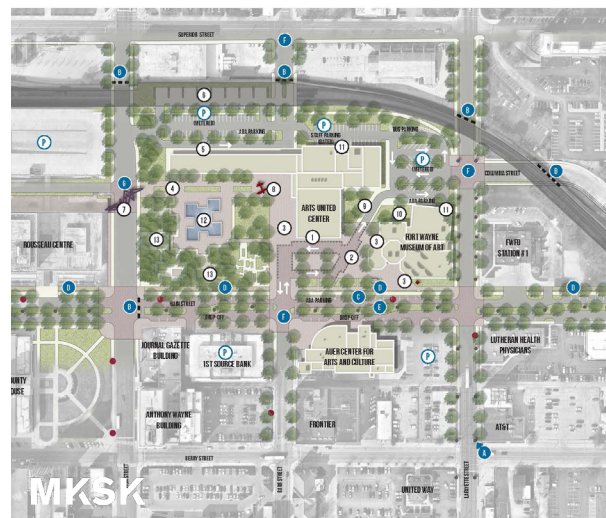


ARTS UNITED MASTER PLAN FORT WAYNE, INDIANA

MKSK assisted in preparing a master plan for Arts United in downtown Fort Wayne, with a focus on district and campus placemaking and pedestrian, bicycle, and car circulation. The work centered around the Arts United Center, a 1960's Louis Kahn theater which is nestled between the City-owned Freimann Square and the Fort Wayne Museum of Art. MKSK proposed clarifying travel routes and parking areas, prioritizing pedestrian activity, and better connecting the campus to future city trails. A significant emphasis was placed on calming heavy traffic volumes along Main Street, in order to slow traffic and provide better crossings to the Auer Center and the core of downtown. Enhancements to Freimann Square such as an outdoor movie theater, a walkable fountain, and improved viewsheds, were planned to increase the amount of daily activity and programming within the park. The plan also recommended narrowing Clinton Street and providing a mid-block crossing for better connectivity to the redevelopment of Columbia Street and the Landing.

REFERENCE

Arts United of Greater Fort Wayne, Susan Mendenhall, 260.424.0646, smendenhall@artsunited.org



GORDON SQUARE ARTS DISTRICT COMMUNITY MASTER PLAN CLEVELAND, OHIO

The Gordon Square Arts District (GSAD) is the economic cornerstone of Cleveland's West Side where a powerful combination of housing, new businesses, the arts and neighborhood beautification are sparking redevelopment and investment. Gordon Square Arts District is a unique collaboration of Cleveland Public Theatre (CPT), Near West Theatre (NWT) and the Detroit Shoreway Community Development Organization (DSCDO), owner of the Capitol Theatre. The GSAD is a nationally recognized arts district and model for public/private partnerships and recently completed a successful \$30 million capital campaign. MKSK worked with the GSAD Board, neighborhood stakeholders, arts and culture organizations, business owners and potential developers through an interactive public process to identify key areas of focus:

- Arts Identity
- Physical Branding within the District
- Identifying Market Strengths
- Building on District Assets

MKSK led a team of Market Strategists and Architects to create a master plan to guide public and private decision-makers regarding the optimum future physical development of the neighborhood, including retail, commercial and residential development along with recommendations for infrastructure, parking and public spaces.

REFERENCE

Gordon Square Arts District, Carrie Carpenter, President (former)



PARK CITY VISION & STRATEGIC ACTION PLAN 2020

future→iQ

PARK CITY, UTAH

Located in Summit County, Park City underwent a strategic visioning process throughout 2019 into early 2020. Approximately 1,700 people participated in a series of surveys, engagement sessions, Focus Groups, a Think-Tank, and two key Future Summits. The process was designed to provide an open, inclusive, and transparent platform for community members to help create a shared vision and board action plan for Park City.

REFERENCE: Park City, Linda Smith, Community Engagement Manager, 435.615.5189, linda.jager@parkcity.org

TOMORROW TOGETHER – COMMUNITY VISION & ACTION PLAN

future→iQ

MOAB, UTAH

The City of Moab embarked on a community-wide visioning and planning project in 2022. Still underway, the results of this process will set the framework for future land use, economic, social, and environmental decisions in Moab for the next 10-20 years.

REFERENCE: City of Moab, Carly Castle, Acting City Manager, 435.259.5121, ccastle@moabcity.org

GREATER MANKATO 2040 REGIONAL VISIONING PLAN

future→iQ

MANKATO, MINNESOTA

This project involves working with regional stakeholders to understand the future strategic positioning of the region in the Midwest and global context. It draws heavily on foresight research to explore the optimal economic and community trajectory and roadmap.

REFERENCE: Greater Mankato Growth, Jessica Beyer, President & CEO, 507.385.6645

ENVISION EAST CENTRAL IOWA

future→iQ

IOWA

This ambitious planning project covered the corridor from Cedar Rapids to Iowa City and built a future community and economic development roadmap based on an aligned regional vision for East Central Iowa. This region is growing rapidly in its diversity and one of the pillars of the plan involves building a unique onboarding system to welcome and support new immigrants to the region.

REFERENCE: East Central Iowa Council of Governments, Karen Kurt, Executive Director, 319.365.9941, karen.kurt@ecicog.org

VISION EDINA – NODES & MODES

future→iQ

EDINA, MINNESOTA

'Nodes and Modes' was a term first coined during the Vision Edina planning process, coupling together neighborhood development (Nodes) with multimodal transport connections (Modes). This concept guided the City's comprehensive planning process as the community sought to enhance the characteristic and community fabric, while at the same time embracing urban renewal and targeted redevelopment.

REFERENCE: City of Edina, Scott Neal, City Manager, 952.826.0401, sneal@edinamn.gov

SMITHFIELD COMPREHENSIVE PLAN

future→iQ

SMITHFIELD, MISSOURI

This Comprehensive Plan builds off of the visioning and strategic planning process that Future iQ led the previous year. One of the action areas that emerged from the comprehensive planning process was the need for a Parks and Recreation Master Plan. Future iQ also led this process and subcontracted with the firm of Landworks Studio.

REFERENCE: City of Smithfield, Cynthia Wagner, City Administrator, 816.532.3897, cwagner@smithvillemo.org

PROJECT UNDERSTANDING



The following Scope of Services outlines our proposed process and preliminary time line for creating the Bonanza Park & Snow Creek Small Area Plan. While this project approach reflects our current understanding of the project, our team and process are scalable to meet your needs. The approach we have outlined here is based upon our experience successfully creating actionable district master plans with other cities with similar challenges and opportunities as Park City.

The scope of services, project approach, and deliverables below reflect our understanding of the recommended process for conducting an area plan as outlined in your RFP. We anticipate finalizing our scope of services following a review and input by the Park City Municipal Corporation (PCMC), and will tailor our specific work tasks to meet your requirements and budget.

Task 1 – Define plan timetable and existing conditions (Month 1)

1.1 Establish a Project Management Team (PMT) of City staff and consultant team members to guide this process through ongoing coordination. At a kickoff meeting, this PMT will develop and refine a project timetable with potential meeting dates, project phasing, engagement activities, and expected completion for project deliverables.

1.2 Coordinate with the Bonanza Art and Culture District planning process to ensure ongoing project communication. The planning team will ensure that any overlap in engagement and deliverables are complementary and clearly communicated with the public.

1.3 Compile all GIS and planimetric data, for use in asset mapping and analysis.

1.4 Conduct an existing conditions assessment that includes demographics, history, and asset mapping (land use, zoning, flood plain, recent/planned development projects, historic properties, topography/terrain, connectivity, walkability, and others as deemed necessary)

1.5 Conduct a Plan Alignment to review previous plans and studies for the area, summarizing key findings, recommendations, and implementation items. Relevant plans may include the Arts and Culture Implementation Plan; Transportation and Demand Management Plan (2016); Short Range Transit Plan (2016); Vision 2020; State Road 224 Bus Rapid Transit Locally Preferred Alternative (2018); Park City Forward, Long Range Transportation Plan (2022); Transportation Master Plan (2011); Bicycle and Pedestrian Plan (In Progress); and Short-Range Transit Plan (In Progress).

1.6 Convene an Advisory Group that includes neighborhood residents and stakeholders to act as a representative voice of the neighborhood's interests. This group will meet at project milestones to guide the process. During this first task, PCMC staff will develop a list of potential members to this group and confirm their interest and availability.

Meetings:

- PMT Kickoff Meeting and ongoing coordination

Deliverables

- Existing Conditions Analysis
- Plan Alignment



2.5 Conduct stakeholder roundtables with neighborhood champions and leaders to address priorities, concerns, and opportunities in the area. Meetings (up to four total) will be conducted virtually in one-hour sessions, with participants grouped by shared interests or themes. Potential participants to be refined upon selection but could include Neighborhood Groups; Historical Organizations; Developers; Arts Organizations; Non-profits; City Agencies; Architects & Design Field Experts; Business Owners.

- PMT Ongoing Coordination
- Advisory Group Kickoff Meeting
- Stakeholder Roundtables (up to 4)

- Engagement Plan
- Stakeholder Roundtable Take-aways

Five Plan Goals
developed from what we heard
from the community through
online surveys, meetings, and
conversations



Improve
connections
for all modes



Guide growth
to support
livability



Continue to be
authentic and
unique



Promote a green
neighborhood and
Beargrass Creek



Be welcoming to
all families and
individuals

Butchertown, Phoenix Hill and NuLu are **historic,**
energetic, and **resilient urban communities**
located **in the heart of Louisville**, where **smart**
growth supports an environment for **everyone** to
succeed.

A vision statement
that summarizes hundreds of
community voices into an aspirational
directive for the next decade

Task 3 – Develop neighborhood vision and plan goals and objectives (Month 3)

3.1 Develop plan goals and objectives using feedback gathered at Stakeholder roundtables, the kickoff meeting with the Advisory Group, and preliminary results from the online questionnaire.

3.2 Develop a vision statement for the Bonanza Park and Snow Creek neighborhoods that both reflects the area as it exists today and sets an aspirational vision for its future. This statement is intended as a succinct reflection of the voices engaged in this process up to this task and will guide the remainder of the process.

3.3 Engage the community at a Community Visioning Workshop to introduce the plan, present initial impressions of the neighborhoods, a current understanding of the area's identity, and report on what we have heard from residents and stakeholders to date. This meeting will include opening remarks, a brief presentation with an overview of the project, and interactive activities and stations where members of the community can engage in one-on-one conversations with the planning team.

Meetings:

- PMT Ongoing Coordination
- Community Visioning Workshop

Deliverables:

- Online Survey and Results, website updates
- Plan Goals and Objectives
- Vision Statement

Task 4 – Develop plan components (Months 4-8)

4.1 Develop land use and mobility plan components

guided by the feedback received at the Community Kickoff Meeting, the results of the online questionnaire, and the project goals and vision statement. These plan components will be crafted in collaboration with the PMT.

4.2 Craft a Land Use Component

that reflects the needs of local residents and responds to increasing hospitality pressures. As a diverse community home to a significant Hispanic/Latinx population and containing a variety of housing types, the Bonanza Park & Snow Creek Neighborhood is pivotal in providing attainable residential options for Park City's workforce. Development pressures and challenges to retaining this affordability arise from the neighborhood's proximity to a vibrant and world-renowned winter hospitality destination, and the creation of a new potential Park City Arts and Culture District. The vision for growth in these communities will be developed by:

- Analyzing current trends and planned developments
- Identifying incompatible uses and potential development sites
- Developing an infill strategy to promote strong residential areas and vibrant mixed-use nodes
- Leveraging the impact of the Park City Arts and Culture District to catalyze development nearby that serves existing residents.

4.3 Craft a stand-alone mobility component that tests how future growth in Bonanza Park, Snow Creek, and the Arts and Culture District can be accommodated while still meeting the established targets from the Park City Forward plan. This plan sets a target of 36% of the Bonanza Park district's trips being by single occupancy vehicles in 2050, with the remaining travel needs being met by transit, walking, biking, and carpooling. To achieve this, Park City Forward identified improvements such as an enhanced active transportation grid, a multi-modal hub, transit service improvements, intersection modifications, an "aerial connection" to Old Town, and other investments. Reflecting these targets, this component will consider the following:

- Traditional forecasting tools such as the Summit County model will be inadequate. Such models will likely indicate a need for wider roads based on increased growth, which would not be consistent with Park City's vision for these districts.
- The planning team proposes using an interactive mixed-use-development (MXD) model unique to Fehr & Peers. This model is based on decades of research on sites around the United States, observing trip patterns that are distinctive to mixed-use developments. The MXD model can be used to quickly and cost-effectively evaluate the travel demands of multiple land use scenarios, quantify the vehicle trip reductions as a result of transit capture, walk/bike capture, and internal capture (as a result of mixed-use development), helping the project team identify land use scenarios that optimally reduce demand on the transportation system.
- Once the desired land use scenario is finalized, the team will identify transportation demand management (TDM) strategies that can be employed to further minimize single occupant vehicle travel and the ensuing greenhouse gas emissions.
- The team will utilize Park City's TDM+ Tool, which Fehr & Peers built for Park City, to help quantify the strategies.

4.4 Share Plan Component Drafts with the Advisory Group at a Second Meeting. This meeting will provide an overview of results from the community engagement process and provide an overview of the plan component and its subsequent recommendations.

4.5 Host a second Community Meeting in which the planning team presents draft recommendations, accompanied by displays, stations, activities, or small group discussions to gather community feedback and gage community support.

Meetings:

- PMT Ongoing Coordination
- Advisory Group Meeting 2
- Community Meeting 2

Deliverables:

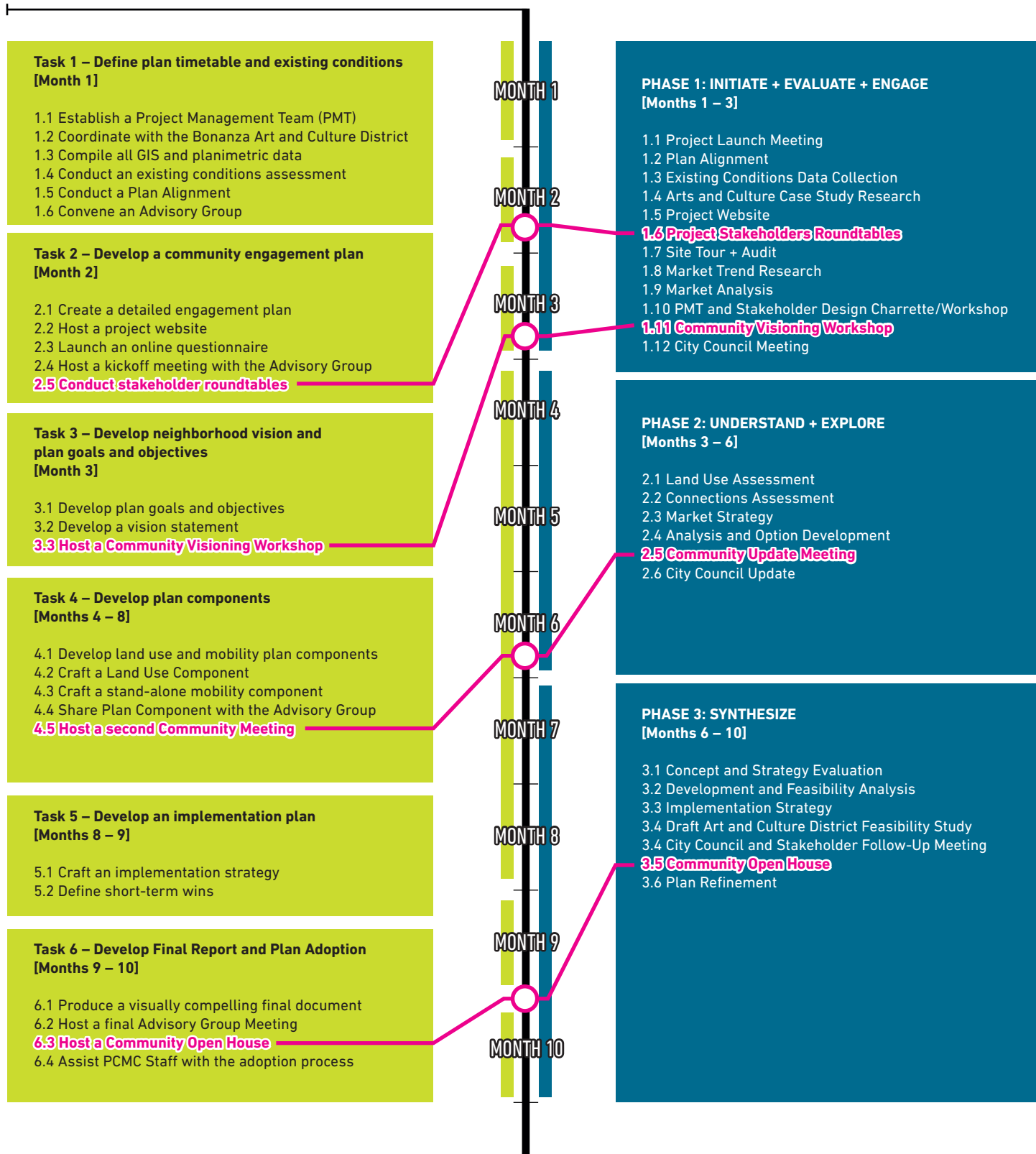
- Draft Land Use Component
- Draft Mobility Component



SCHEDULE

BONANZA PARK & SNOW CREEK AREA PLAN

BONANZA ARTS & CULTURAL DISTRICT



STATE OF OHIO)
) ss.
COUNTY OF FRANKLIN)

On this 11 day of November, 2022, personally appeared before me
Andy Knight, PLA, ASLA, 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 Principal (title or office) of
MKSK, Inc., a S-
corporation (or limited liability company), by authority of its Bylaws/Resolution of the
Board of Directors (if as to a corporation) or Operating Agreement/Member Resolution (if
as to a limited liability company), and acknowledged that he/she signed it voluntarily for
its stated purpose as Principal (title) for
MKSK, Inc., a S- corporation (or limited
liability company).

Alisa Burnside
Notary Public



I declare under criminal penalty under the law of Utah that the foregoing is true and
correct. Signed on the _____ day of _____, 20____ at
_____ (insert State and County here).

Printed name _____

Signature: _____



BONANZA PARK & SNOW CREEK SMALL AREA PLAN

INTERVIEW PRESENTATION
DECEMBER 16, 2022

Today's Meeting

Introductions

1

Process

2

Our Approach

3

Discussion

4



BONANZA PARK &
SNOW CREEK AREA
PLAN

MKSK | LEAD
NEIGHBORHOOD PLANNING
LAND USE PLANNING
ENGAGEMENT SUPPORT

Future IQ
PUBLIC & STAKEHOLDER
ENGAGEMENT

FEHR & PEERS
TRANSPORTATION
PLANNING

Our Team: Here Today



Andy Knight
PLA, ASLA, Principal in Charge
Planner, Landscape Architect



Jeffrey Pongonis
FASLA, PLA, Principal
Development Planner



Luis Calvo
AICP, Associate
Project Manager, Urban Planner



Chris Bender
PE
Transportation Engineer



David Beurle
BSC, AGR, CEO
Engagement Lead



Matt Wetli
AICP, Principal
Market Analysis

BONANZA ARTS &
CULTURAL DISTRICT
FEASIBILITY STUDY

MKSK | LEAD
ARTS DISTRICT PLANNING
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ENGAGEMENT

**Development
Strategies**
ECONOMIC & MARKET
ANALYSIS

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**Development
Strategies**
ECONOMIC & MARKET
ANALYSIS

The Bonanza Park & Snow Creek Small Area Plan Team

MKSK



**Urban and Land Use
Planning (Lead)**

future→iQ



Public Engagement

FEHR & PEERS



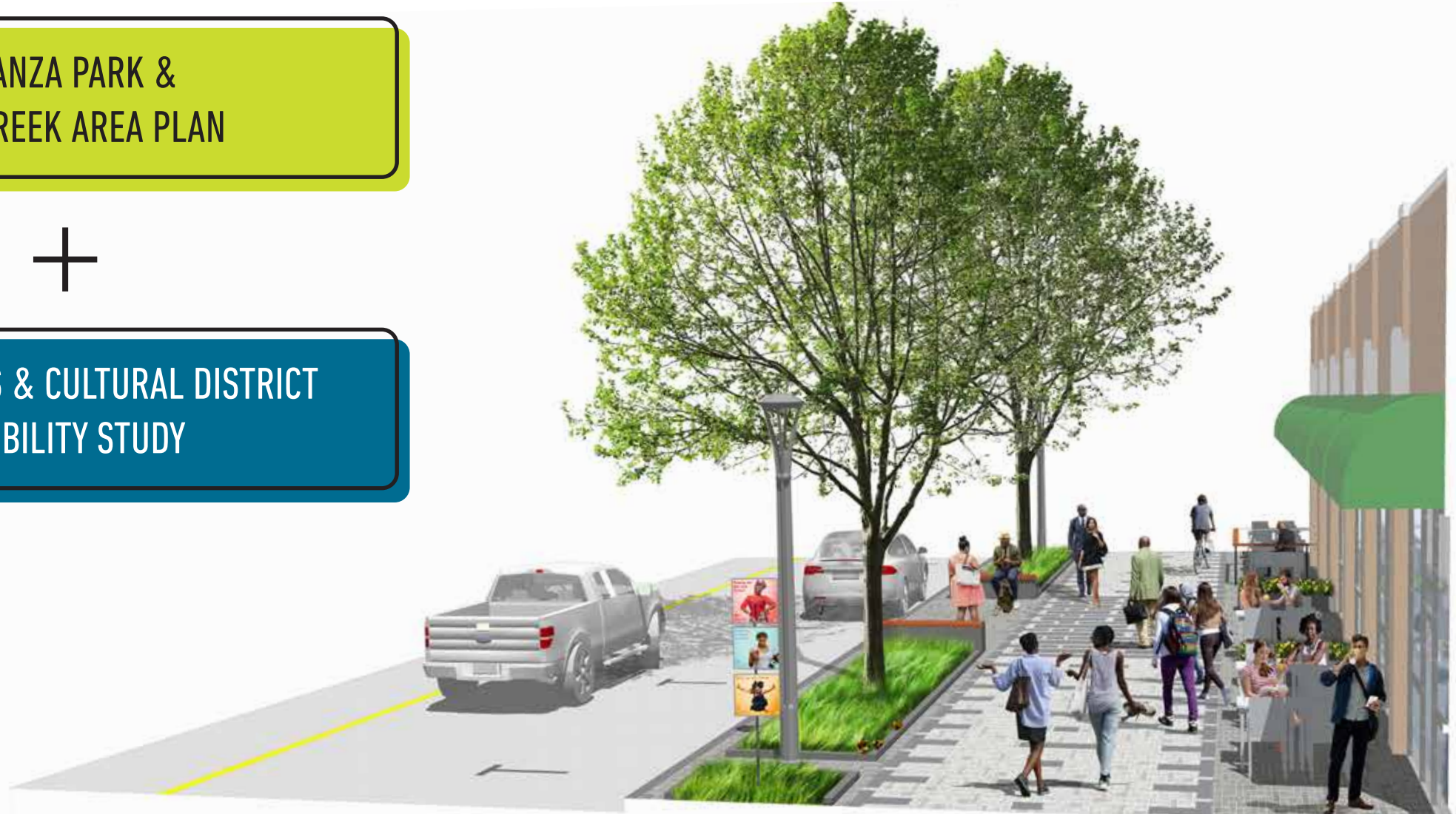
Transportation Planning

Two Planning Efforts | One Approach

BONANZA PARK &
SNOW CREEK AREA PLAN

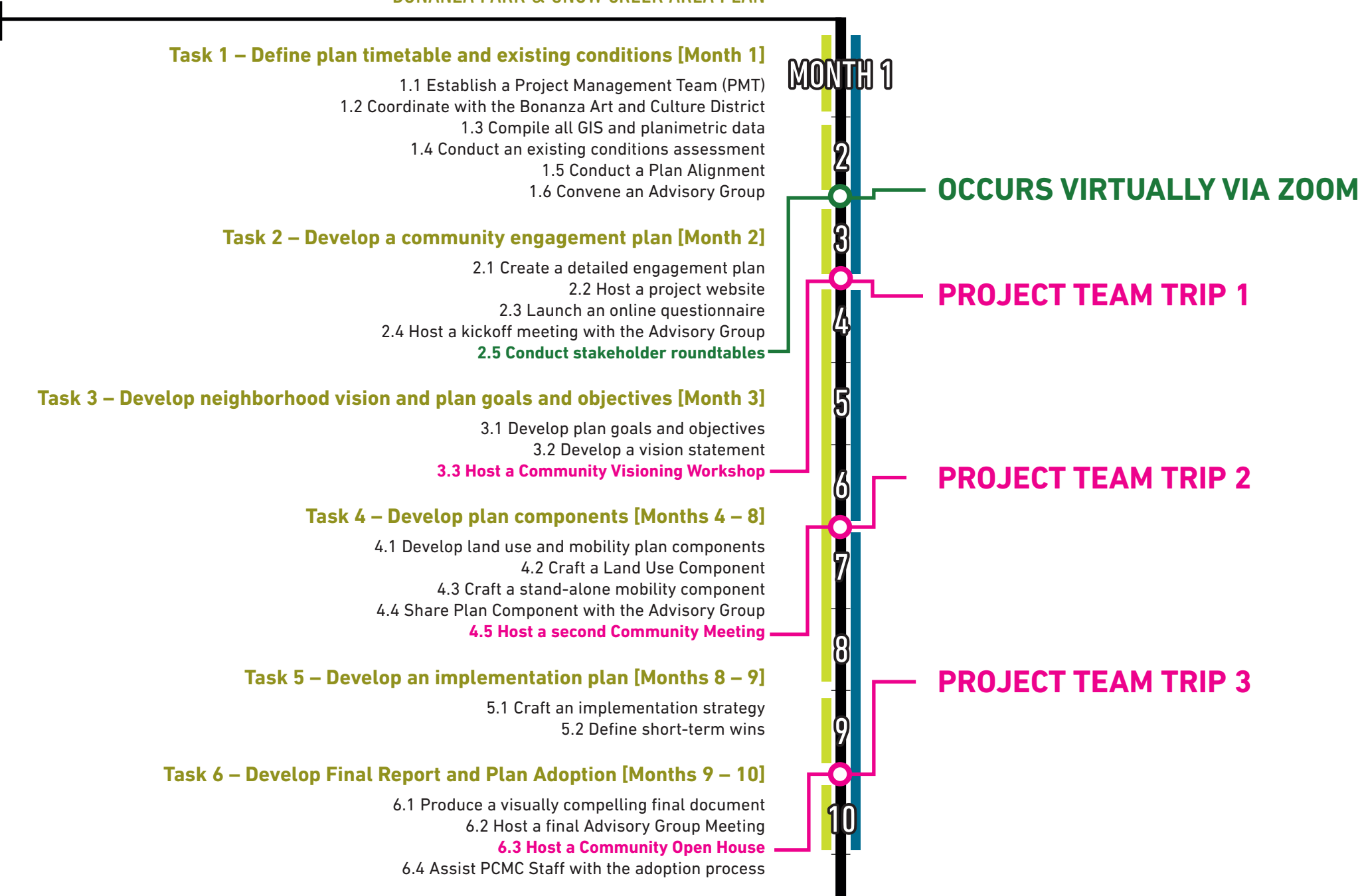


BONANZA ARTS & CULTURAL DISTRICT
FEASIBILITY STUDY



Project Scope and Timeline

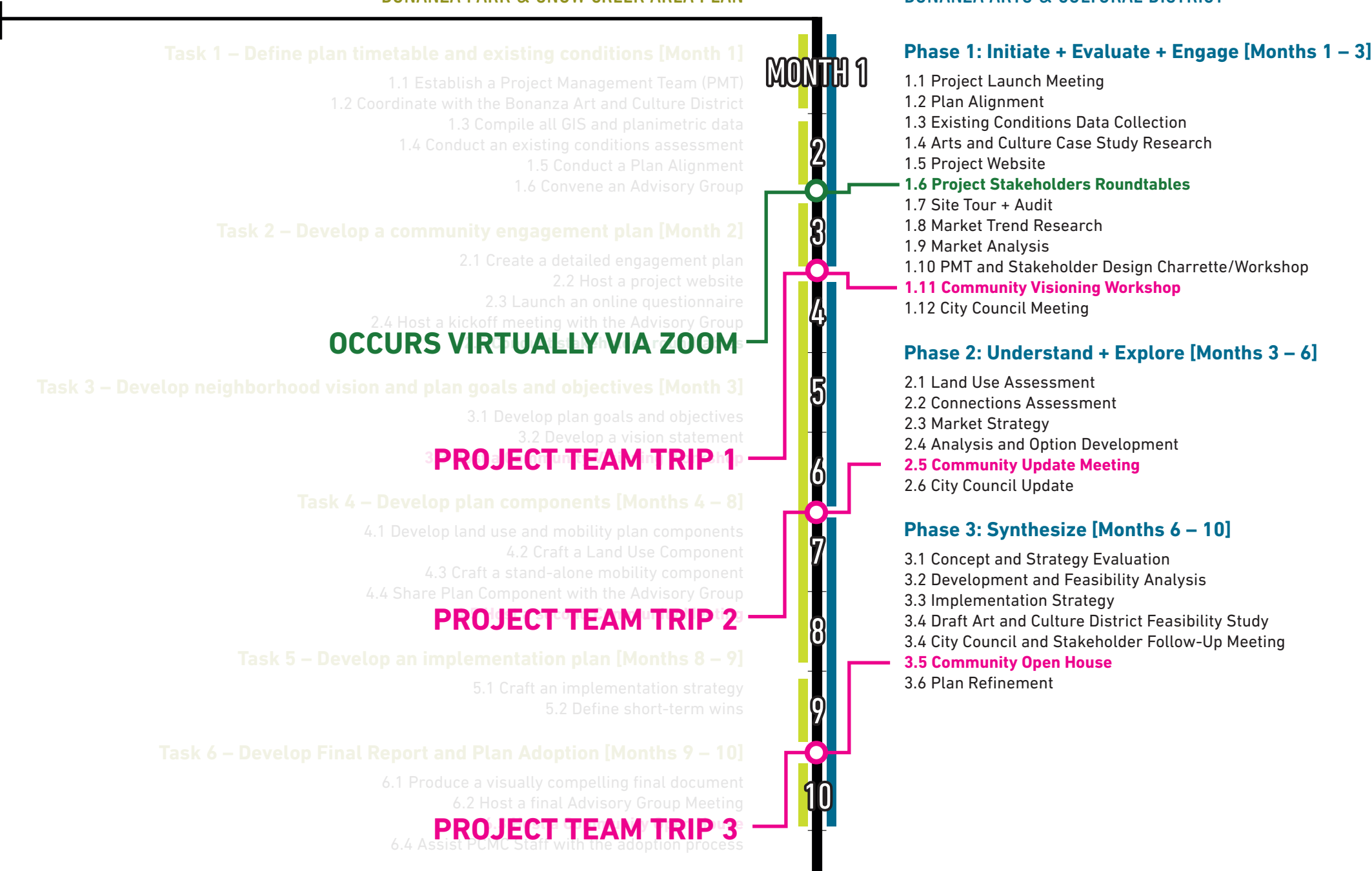
BONANZA PARK & SNOW CREEK AREA PLAN



Two Project Timelines That Work Together

BONANZA PARK & SNOW CREEK AREA PLAN

BONANZA ARTS & CULTURAL DISTRICT



Our Approach



“ Each intervention is unique and requires a highly-nuanced strategy rooted in data-based analysis and robust community engagement ”

Embracing Bold Action

PARK CITY VISION 2020

Environmental Leadership

Transportation Innovation

Sustainable Tourism

Arts, Culture and Local Economy

Affordability And Equity



Our Small Area Planning Process

Task 1:

Define plan timetable and existing conditions



WHAT HAPPENS: We launch the process and begin our analysis

Establish a Project Management Team

Compile data

Conduct existing conditions assessment

Conduct a Plan Alignment

Convene an Advisory Group

Task 2:

Develop a community engagement plan



WHAT HAPPENS: We develop strategies to engage the community in meaningful ways

Create an engagement plan

Launch a project website

Launch an online survey

Host a kickoff with the Advisory Group

Task 3:

Develop neighborhood vision & goals/objectives



WHAT HAPPENS: We develop formative statements to guide the process

Develop goals and objectives

Develop Vision Statement

Host a Community Visioning Workshop

Our Small Area Planning Process

Task 4: Develop plan components



WHAT HAPPENS: We test ideas and develop strategies

Task 5: Develop an implementation plan

STRATEGIC & RELATED RECOMMENDATIONS	PARTNERS	TIME FRAME		
		Short (1-3 Years)	Medium (3-5 Years)	Long (5-10 Years)
1 Invest in a Welcoming, Multimodal and Connected Downtown				
Improve the built environment by establishing design guidelines	City DAP	<input checked="" type="checkbox"/>		
Complete the streets by right-align and designing to accommodate all modes of transportation	City, ARDOT, METRO, DAP, Neighbors	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Strengthen downtown connections to surrounding neighborhoods and institutions	City, Neighborhood Groups, University of Arkansas, City and City Center, Arkansas Children's, Arkansas Children's, DAP	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Make open spaces more inviting by making their visibility from street grade visible, welcoming and active	DAP, City, Philanthropies, Local Property Owners, Businesses, City and City Center, Arkansas Children's	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Expand on Arkansas' rich history by incorporating local projects both formally and informally	DAP, City, Philanthropies, Local Property Owners, Businesses, Historical Society	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2 Activate Downtown				
Continue to diversify programming to reach multiple audiences	DAP, City, event partners	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Coordinate marketing efforts across event planning organizations to promote the overall brand and experience of downtown Fayetteville	DAP, City, event partners, ARDOT, downtown destinations	<input checked="" type="checkbox"/>		

WHAT HAPPENS: We craft a framework to accomplish the ideas in the plan

Task 6: Develop Final Report and Plan Adoption

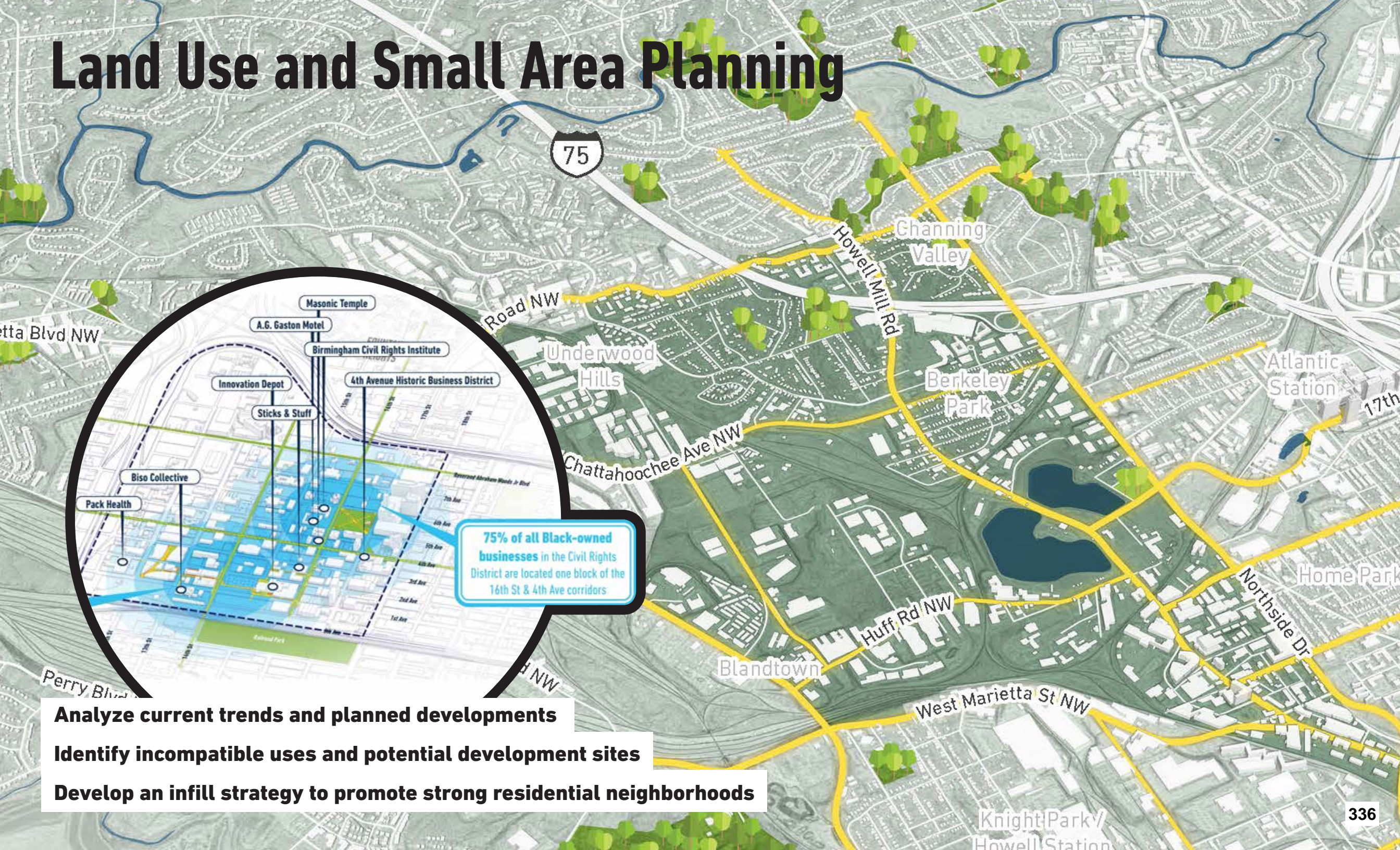


WHAT HAPPENS: We compile our learnings and outcomes into a single document

- Craft a Land Use Component
- Craft a stand-alone mobility component
- Share with the Advisory Group
- Host a second Community Meeting

- Craft an implementation strategy
- Define short-term wins
- Produce a final document
- Host a final Advisory Group Meeting
- Host a Community Open House
- Assist with the adoption process

Land Use and Small Area Planning

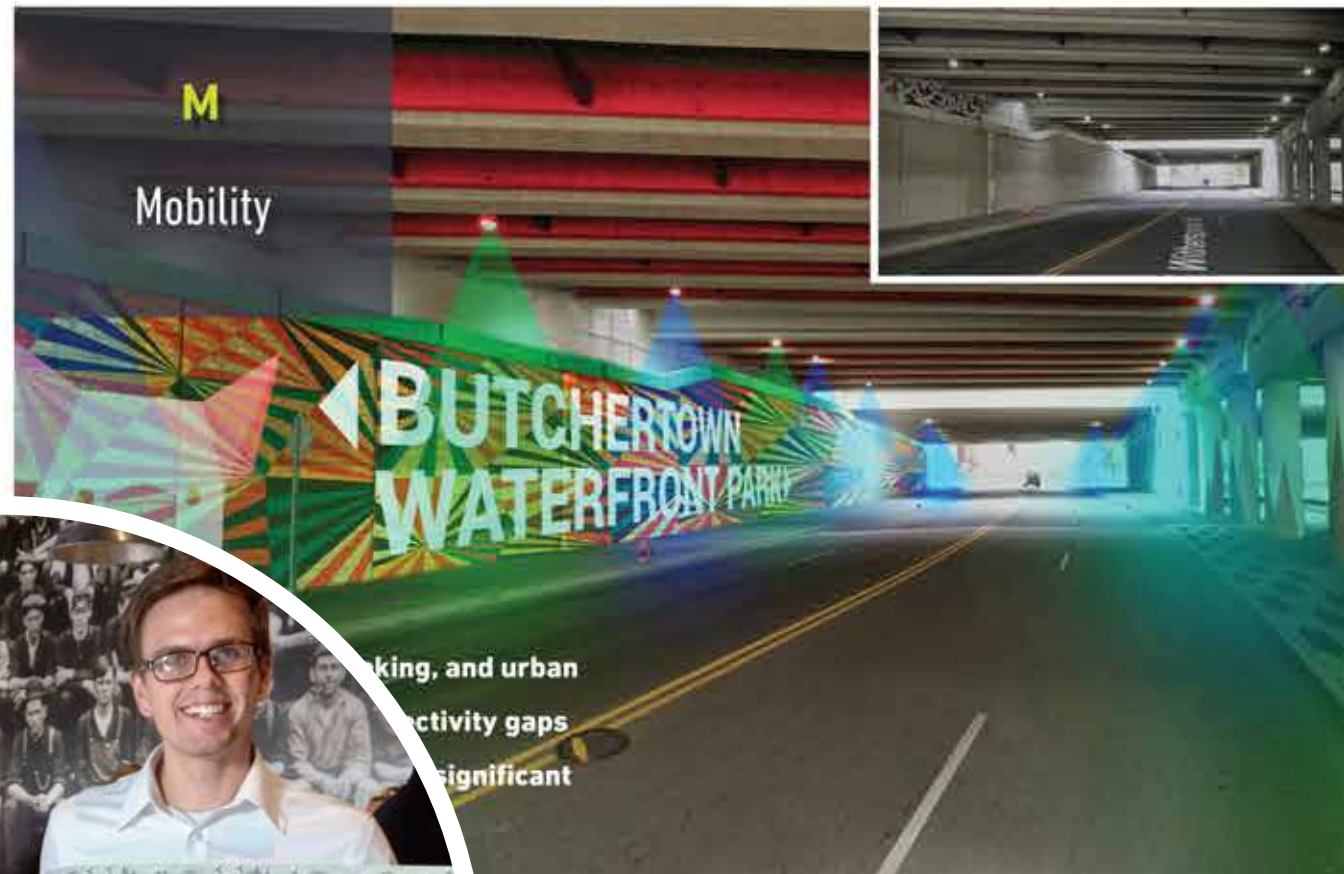
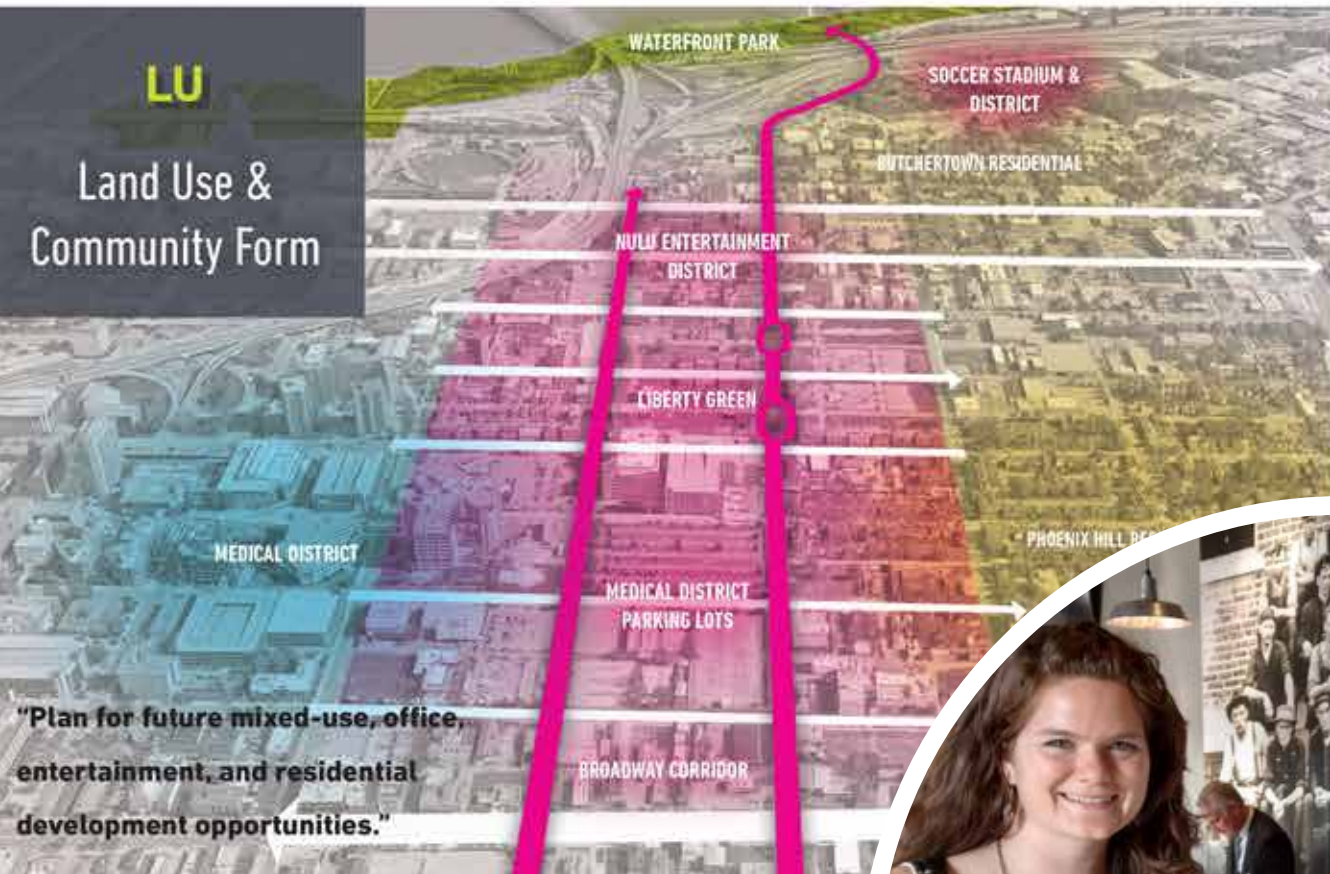


Analyze current trends and planned developments

Identify incompatible uses and potential development sites

Develop an infill strategy to promote strong residential neighborhoods

Understanding Land Use and Mobility



Methodological Approach to Engagement

Structured engagement methodology to help stakeholders engage in a forward-looking robust planning process

Well tested methodology that links stakeholder aspirations to final plans



Building Awareness and Participation



Deep and wide engagement, which aims to build awareness and participation - from across all cohorts in the community

Social Media outreach,
Media interviews / articles,
newsletters / videos

Project portal
Community surveys, Public forums,
Online discussion boards

Future Summits,
Community workshops,
Interviews

Focus groups,
Core
stakeholders



Data Visualization and Project Portal

COLLECT

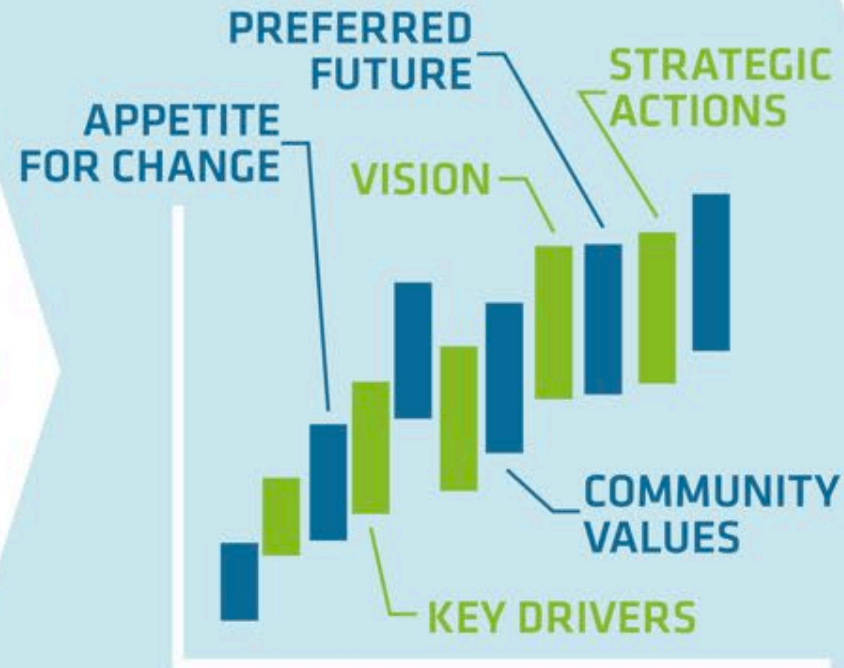
ANALYZE

PRESENT

WORKSHOPS



SURVEYS



DATA
COLLECTION

QUANTITATIVE &
QUALITATIVE ANALYSIS

TRANSPARENT
DATA PRESENTATION

Data Visualization and Project Portal



[HOME](#) [ABOUT](#) [THINK-TANK](#) [DATA VISUALIZATION](#) [ENGAGEMENT](#) [FOCUS GROUPS](#) [FUTURE SUMMITS](#) [REPORTS](#) [MEDIA](#) [VIDEOS](#) [CONTACT US](#)

Park City Vision 2020

Community Survey >

Vision Survey >

About the Survey

Respondent Age and Ethnicity

Residency and Years living in Park City

Respondents Affiliations and Interests

Respondents Neighborhoods and Zip Codes

Interactive Charts >

Open Ended Questions >

Categorized Responses >

Shared Vision >

0 Lab / Park City Vision 2020

Biggest Opportunities facing Park City in the next 5-10 years

Biggest Challenges facing Park City in the next 5-10 years

Perceptions of Park City's strengths

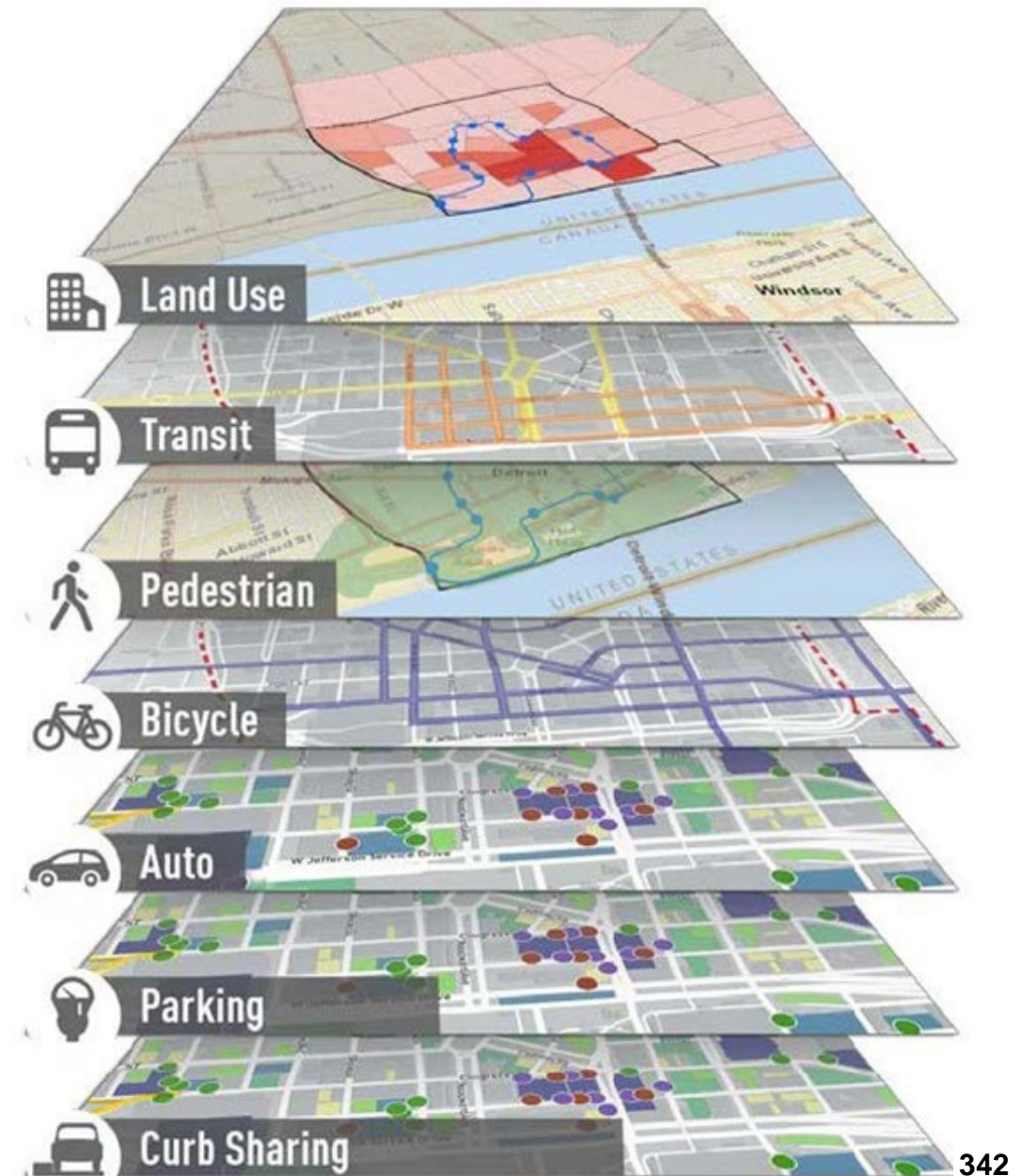
Perceptions of Park City's weaknesses



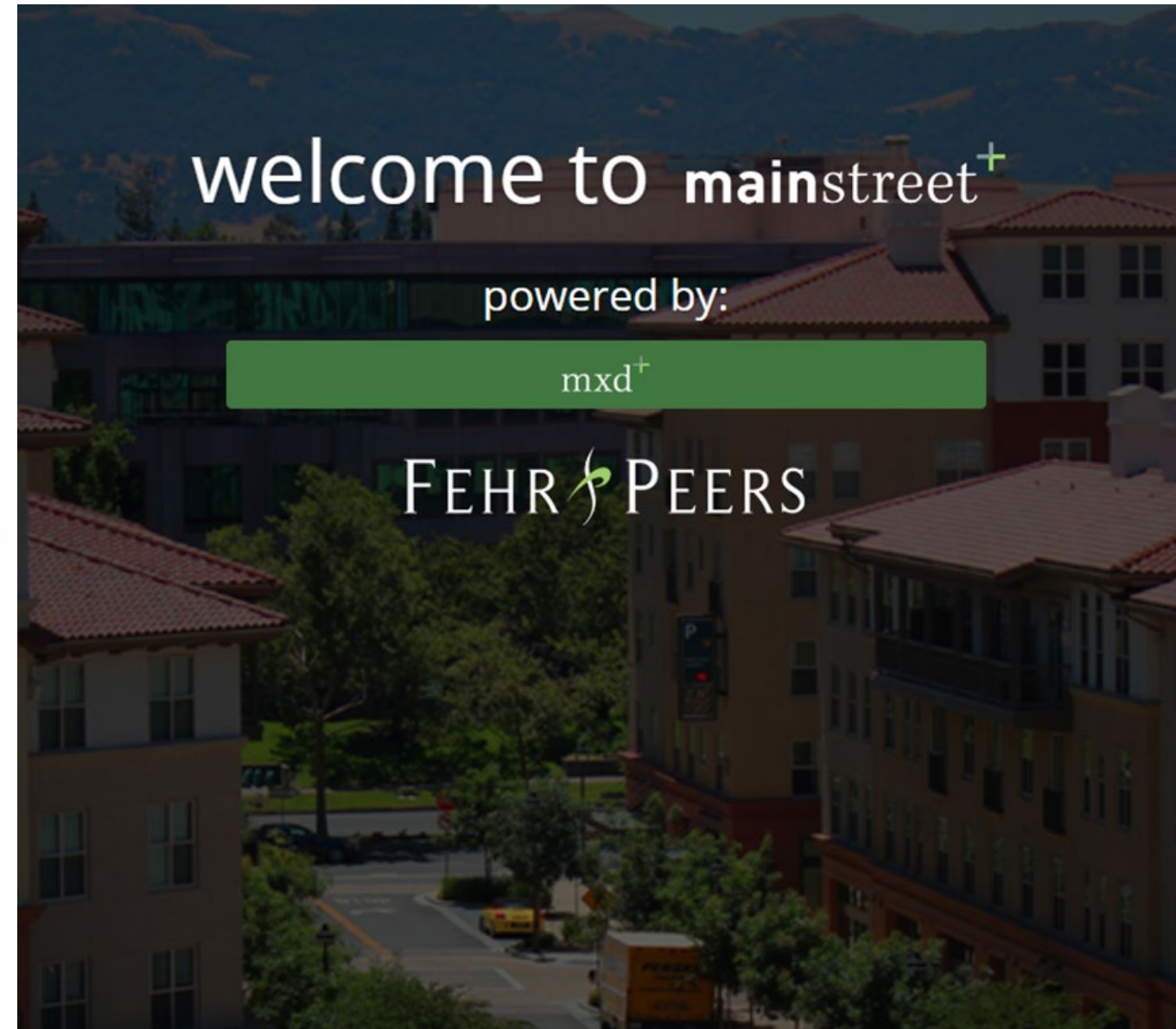
WELCOME TO THE PARK CITY VISION 2020 PROJECT.

This project produced a Community Vision and Action Plan for Park City, Utah

Transportation as a Layered Network



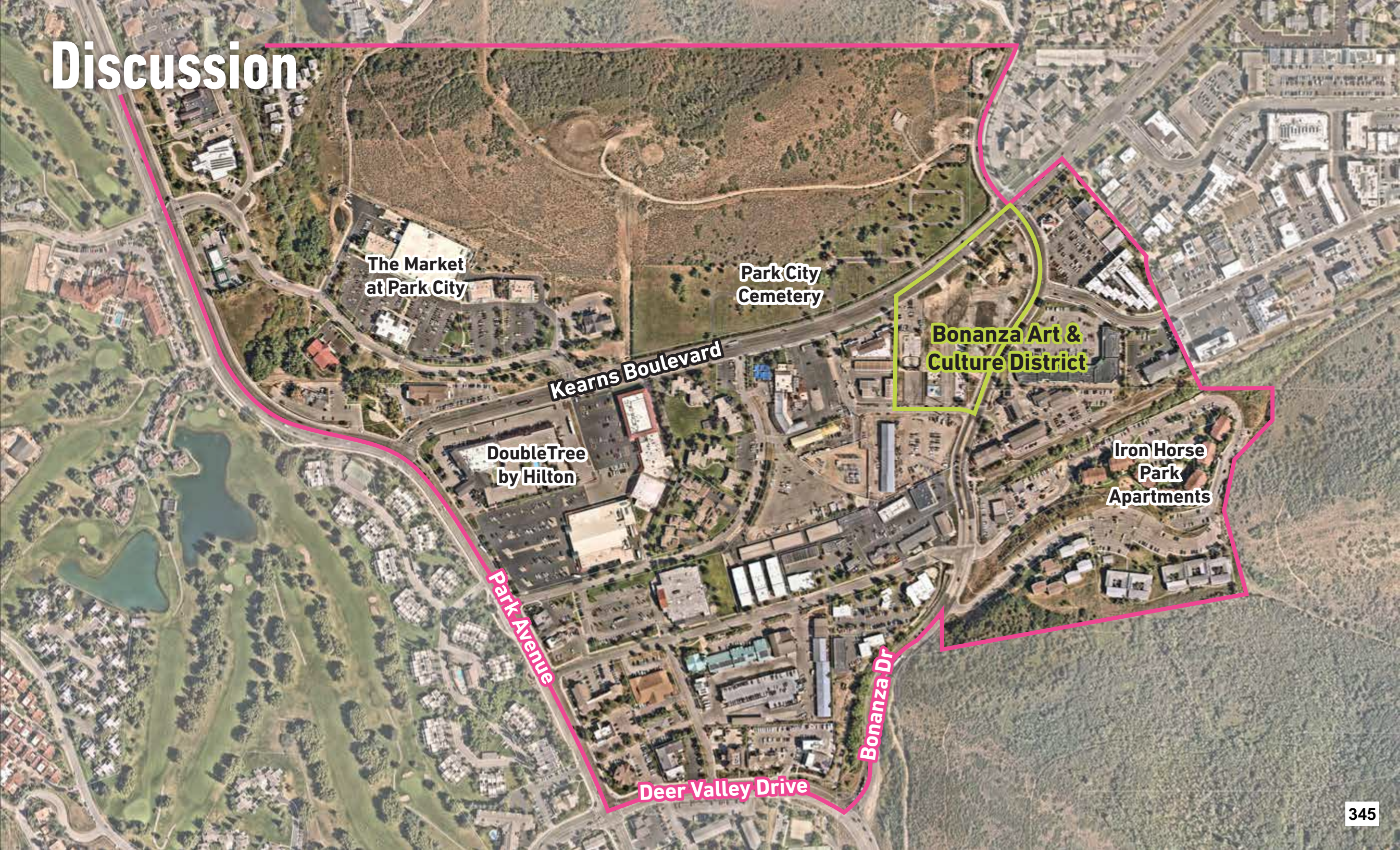
Mixed-use Development Forecasting



Planning Experience in Park City



Discussion



BONANZA ART & CULTURE DISTRICT FEASIBILITY STUDY

INTERVIEW PRESENTATION
DECEMBER 16, 2022

Today's Meeting

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**Development
Strategies**
ECONOMIC & MARKET
ANALYSIS

Bonanza Art & Culture District Feasibility Study Team

MKSK



**Urban and Land Use
Planning (Lead)**

future→iQ



Public Engagement

DEVELOPMENTSTRATEGIES®

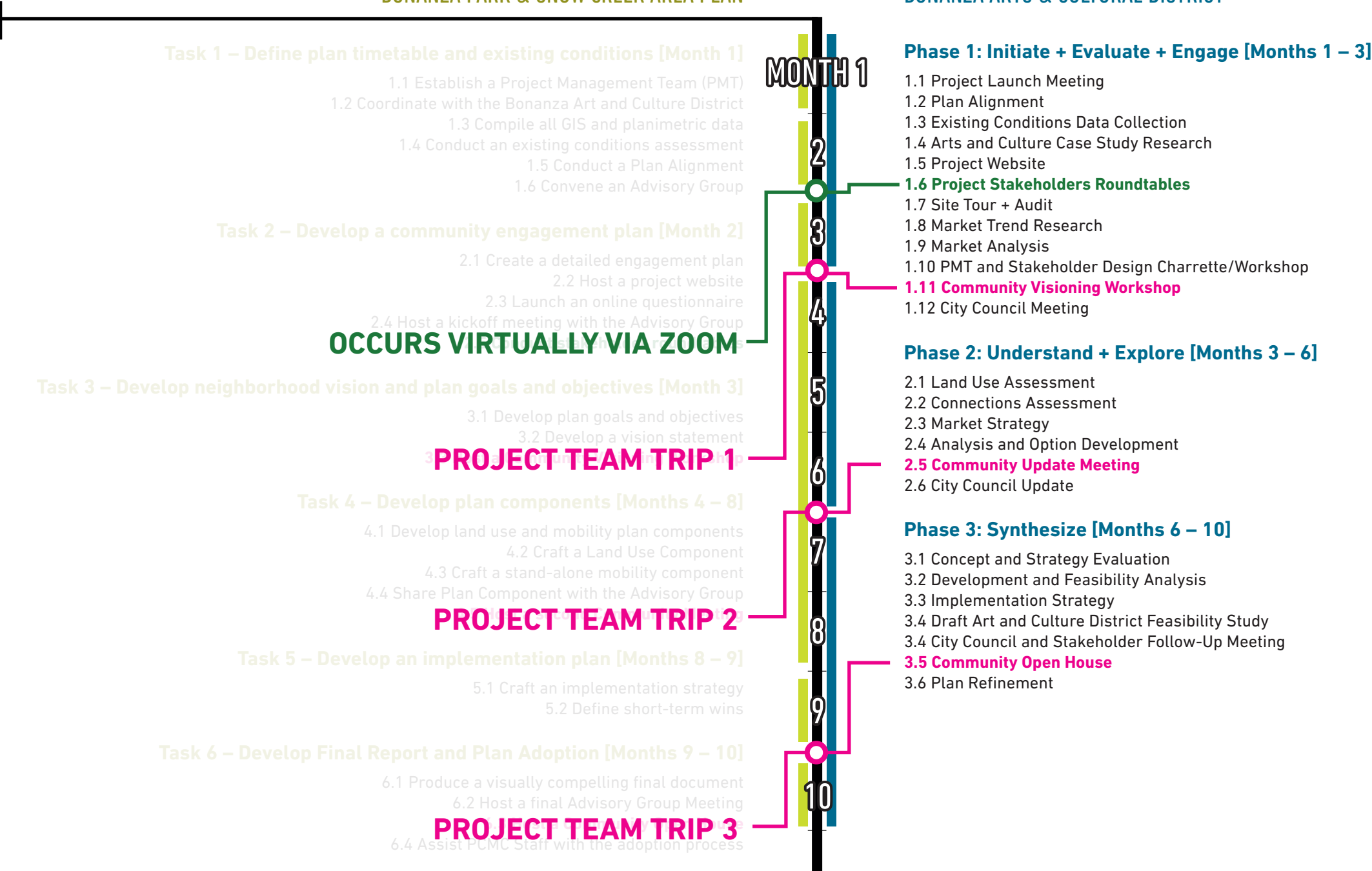


Economic & Market Analysis

Two Project Timelines That Work Together

BONANZA PARK & SNOW CREEK AREA PLAN

BONANZA ARTS & CULTURAL DISTRICT



Arts District Process

Phase 1:

Initiate + Evaluate + Engage



Phase 2:

Understand + Explore



Phase 3:

Synthesize



WHAT HAPPENS: We launch the process and begin our analysis

HOW WE ENGAGE: Project Website | Stakeholders Roundtables | Site Tour | Design Charrette/Workshop | Community Visioning Workshop

OUR DELIVERABLES: Existing Conditions Analysis | Market Trend Research | Market Analysis | Case Studies

WHAT HAPPENS: We learn from our analysis and test ideas and concepts

HOW WE ENGAGE: Community Update Meeting | Website Updates

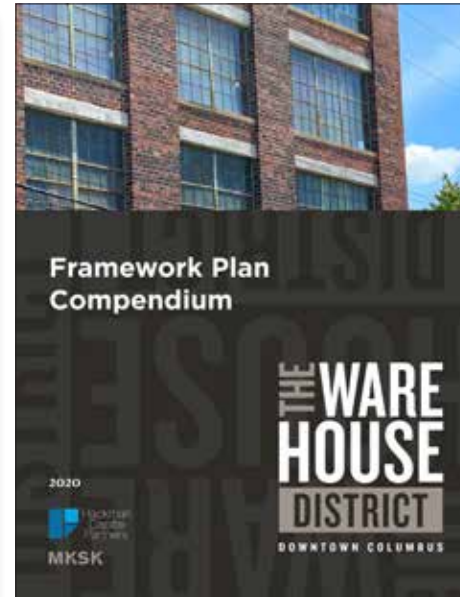
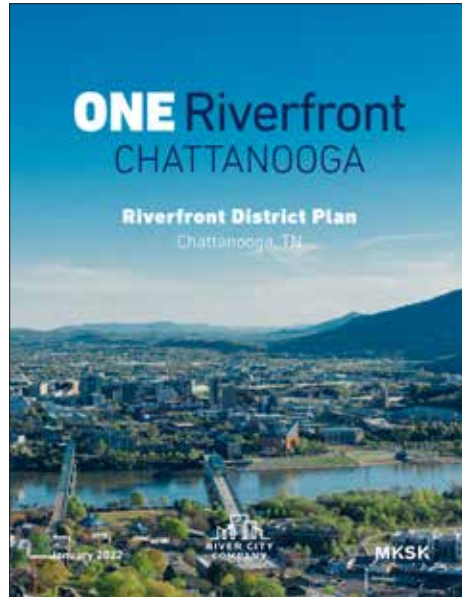
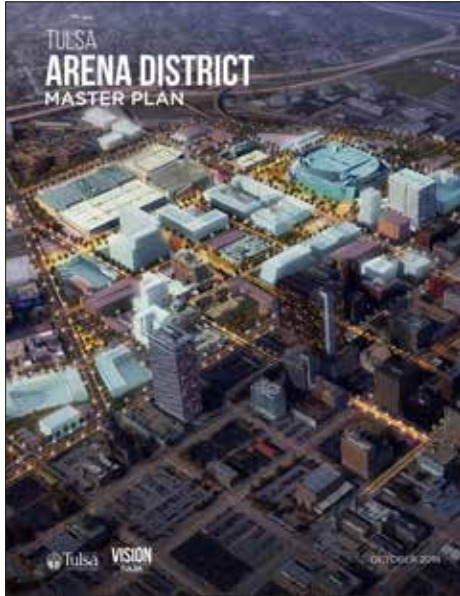
OUR DELIVERABLES: Land Use and Connectivity Assessments | Market Strategy

WHAT HAPPENS: We evaluate our ideas and create a strategy for implementation

HOW WE ENGAGE: Community Open House | Website Updates

OUR DELIVERABLES: Development and Feasibility Analysis | Implementation Strategy | Art and Culture District Feasibility Study Draft and Final Document

Our Approach



WE DRIVE PROJECTS FROM
VISIONING TO IMPLEMENTATION.

- » Visioning
- » Public + stakeholder feedback
- » District storytelling
- » Capacity studies
- » Public realm design
- » Framework & catalytic opportunity identification
- » Phasing and prioritization
- » Policies
- » Implementation & long-term client commitment



Scenario Planning

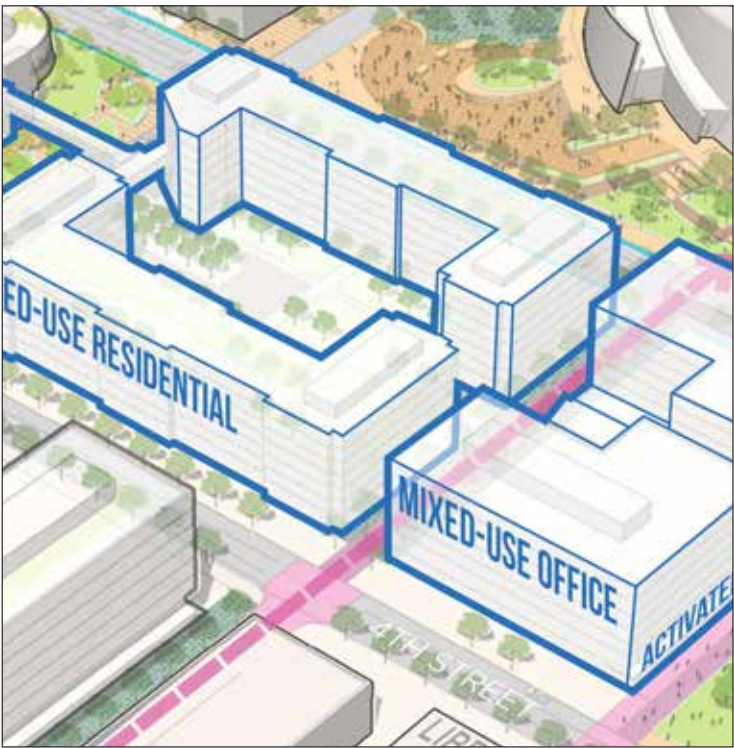
Capacity Studies



Public Realm Considerations



Conceptual Planning & Phasing



THE ACTIVATOR

The Activator project consists of two phases: 1) Short-term activation of the Ohio Welding site (indoor/outdoor) and 2) Mid to long-term infill development on the Spring Street lot with integrated public space along Spring Street.

The existing Ohio Welding Building is 1-1.5 floors and includes three attached structures (240 & 253 Spring, 161 Neilston).

The adjacent surface lot along Spring Street (HCP Lot 1), north of the Ohio Welding Building, consists of 170 spaces today.

A: A colorful mural on a wall.
B: A view of the project site with a large building.
C: A view of the project site with a large building.



Vision Plan

Scioto Peninsula, Columbus, OH



Van Aken District, Shaker Heights, OH



Arena District, Columbus, OH

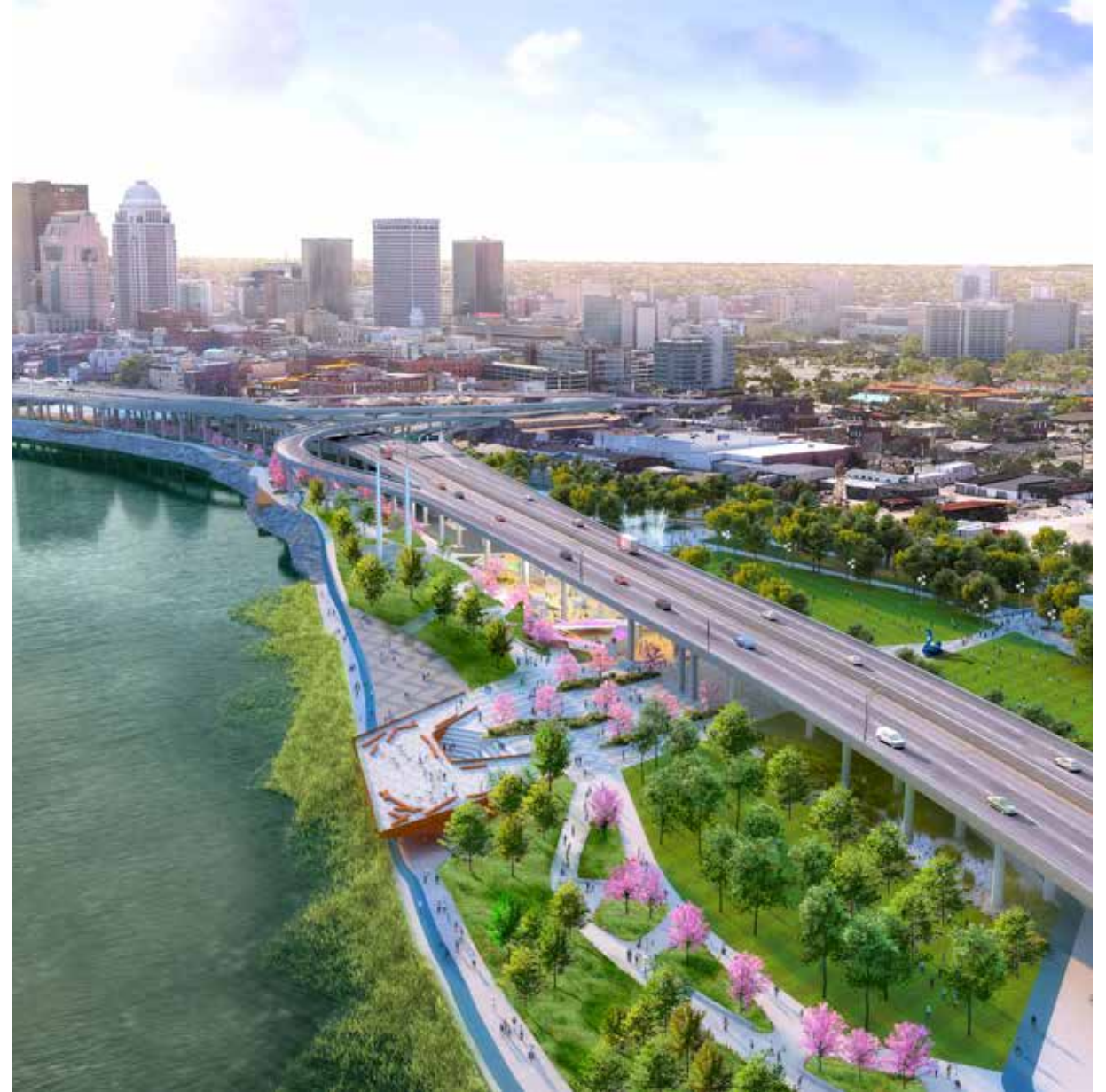


Communication & Visualization

Tulsa Arena District, OK



Waterfront Park Phase IV, Louisville, KY



Project Experience



CHATTANOOGA RIVERFRONT DISTRICT MASTER PLAN
CHATTANOOGA, TN | 2018 - 2020



SCIOTO PENINSULA
COLUMBUS, OHIO | 2017 - PRESENT

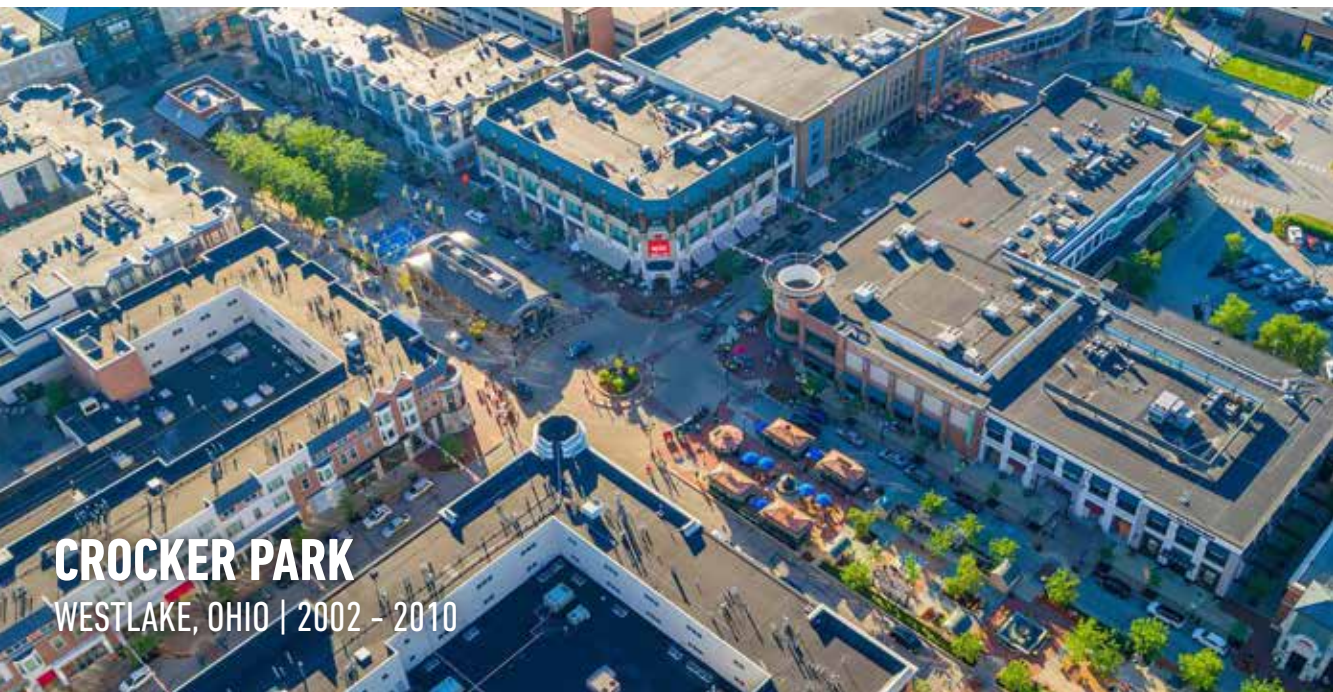


SOUTH CLARKSVILLE RIVERFRONT PARK
THE OHIO RIVER, SOUTH CLARKSVILLE, IN | 2018 - 2020



15TH + HIGH OSU UNIVERSITY SQUARE
COLUMBUS, OHIO | 2014-PRESENT

Project Experience



CROCKER PARK
WESTLAKE, OHIO | 2002 - 2010



THE ARENA DISTRICT
COLUMBUS, OHIO | 1998 - PRESENT



VAN AKEN DISTRICT
SHAKER HEIGHTS, OHIO | 2018 - 2020



COLUMBUS MUSEUM OF ART CREATIVE CAMPUS
COLUMBUS, OHIO | 2018

Market Strategy and Feasibility

Market Analysis

Determine support of a mix of land uses based on analysis of supply, demand, and competition

Market Strategy

Create market program based on market demand, cultural attractions, anchors, and nearby districts; generate strategies to enhance value for future development

Feasibility

Evaluates development costs, financing, and ongoing operations; compares them with anticipated market returns to determine viability.



Market Analysis and Strategy

MARKET ANALYSIS

Market Analysis identifies current conditions and quantifies opportunities.



PEOPLE
(WHO)

DEMAND



PRODUCT
(WHAT)

SUPPLY



PLACE
(WHERE)

LOCATION

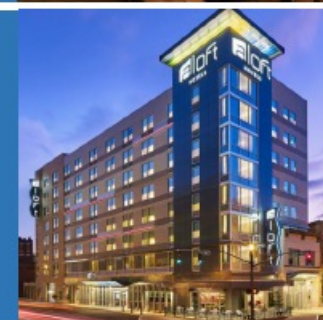
MARKET STRATEGY

Market Strategy focuses on how to change the conditions and capitalize on opportunities.

**HOW DO WE
GET THEM HERE?**



**WHAT DO
WE BUILD?**



**WHERE DO WE
CREATE IT?**



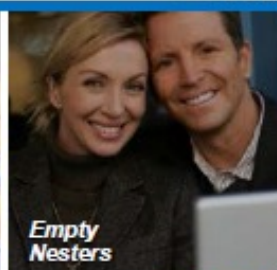
Market Analysis and Program

TARGET DEMOGRAPHIC

LIVE



Young Professionals



Empty Nesters

PLAY



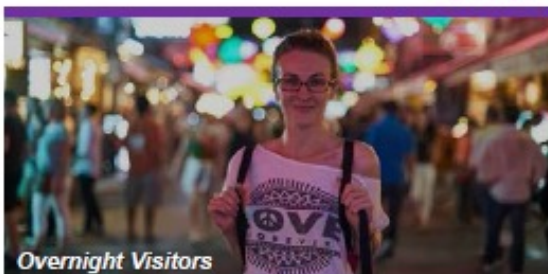
Workers, Residents, & Visitors

WORK



Creative & Startups, Medical Professionals, & Professional Services

STAY

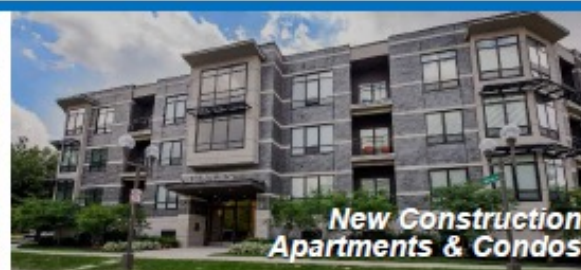


Overnight Visitors

RESIDENTIAL



Rehabbed Apartments



New Construction Apartments & Condos



Townhomes

BUILDING PRODUCT

RETAIL



Experiential



Destination

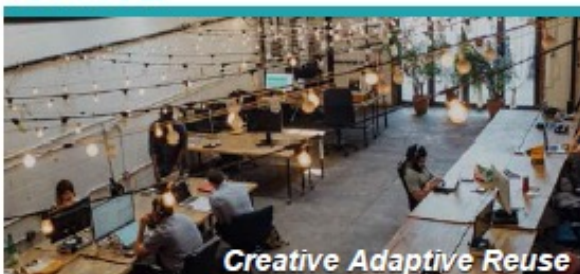


Neighborhood



Interchange Retail

OFFICE



Creative Adaptive Reuse



Storefront and Upper Floor



Class A Conventional

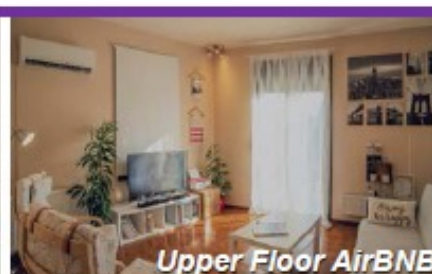
HOTEL



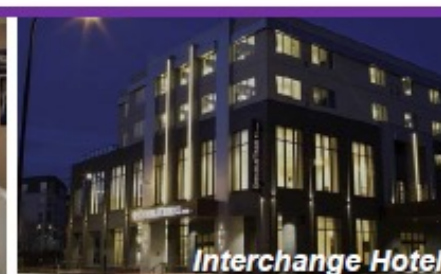
Rehabbed Boutique Hotel



Traditional Bed & Breakfast



Upper Floor AirBNB



Interchange Hotel

Market Analysis: Supply Analysis

Rental

Affordable Towers and Communities *In Downtown Decatur*



Downtown Supply
1,000+ units
Citywide Supply
4,300 units
Countywide Supply
15,000 units

Older Mid-rise Communities *In Downtown Decatur*



Avg. Rents
\$1,283
Avg. Rent/SF
\$1.73

New Construction *In Downtown Decatur*



Built Since 2015
1,860+ units
Avg. Rents
\$2,147
Avg. Rent/SF
\$2.52

For-Sale

Townhomes (THs) and Condos *In or Near Downtown Decatur*



New Downtown THs
\$590k
New Downtown Condos
\$590k
All County THs and Condos
\$280k

Single-Family (SF) Homes *At the Edge of Downtown Decatur*

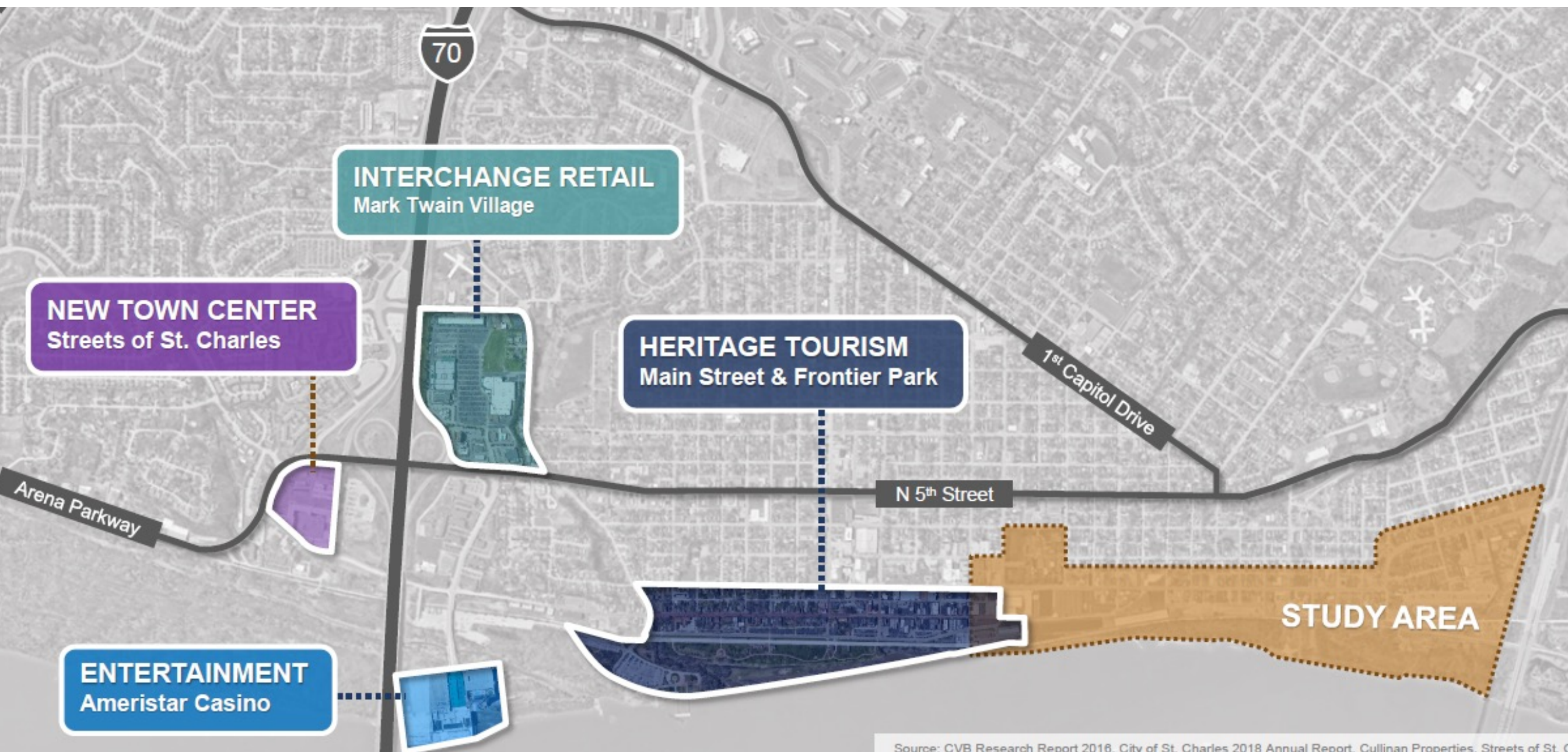


All Downtown SF Homes
\$500k
New Downtown SF Homes
\$710k
All County SF Homes
\$385k

Market Analysis: Demand

CONVENTIONS	DESTINATIONS	CULTURAL	WORKERS	RESIDENTS
				
CURRENT ATTENDANCE 357,000	300,000	75,000	23,000	51,900
TOTAL DEMAND 195,000 SQ.FT.	69,000 SQ.FT.	6,000 SQ.FT.	171,000 SQ.FT.	1.4 M SQ.FT.
DOWNTOWN CAPTURE 97,000 SQ.FT.	21,000 SQ.FT.	5,000 SQ.FT.	130,000 SQ.FT.	360,000 SQ.FT. ³⁶²

Market Strategy: Competitive Positioning

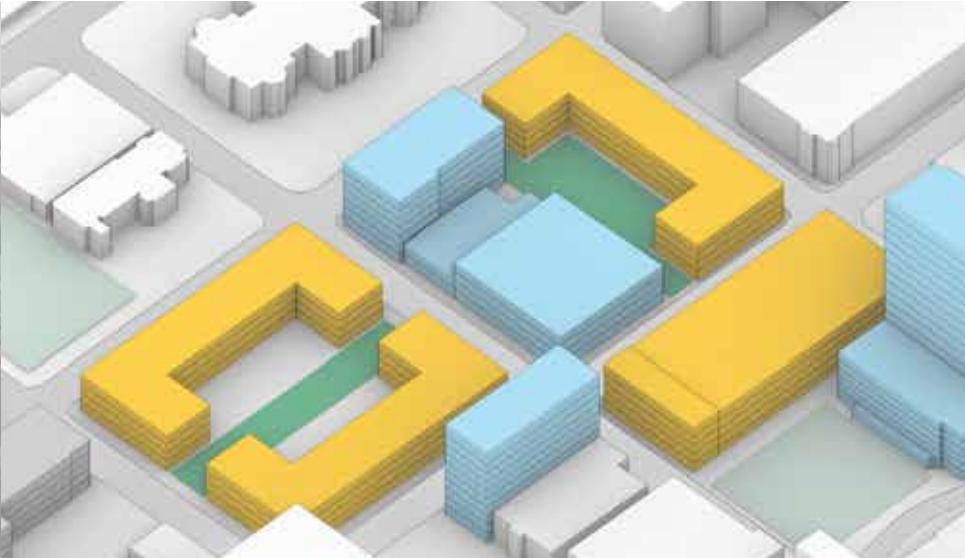


Source: CVB Research Report 2016, City of St. Charles 2018 Annual Report, Cullinan Properties, Streets of St. C.

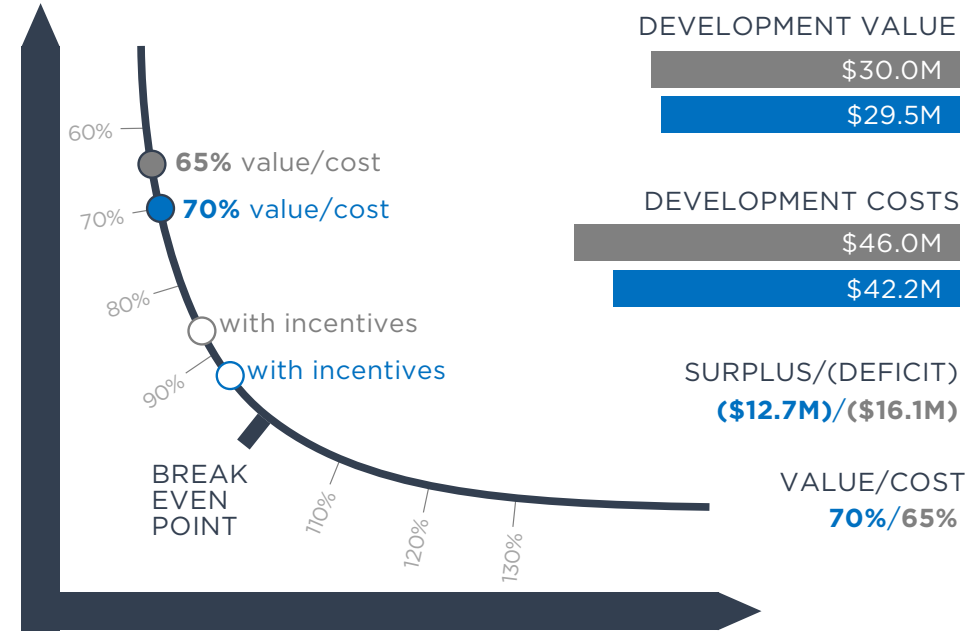
Development & Feasibility



Visualizing Feasibility



BREAK EVEN POINT



DEVELOPMENT DETAILS

MIXED-USE RESIDENTIAL

No. Units	219
Density (Units/Acre)	100
Avg. Rent (PSF)	\$1.60
Commercial Space	21,600 SF
Commercial Rent (PSF)	\$18
Parking Income	\$50/month
Parking Ratio (Per Unit)	2.0
Operating Expenses	36% of EGI
Capitalization Rate	7.0%

DEVELOPMENT COSTS

Hard Costs (PSF)	\$130
Parking/Space	\$20,000
Soft Costs	20%
Acquisition (Per Acre)	\$500,000

INCENTIVES

NMTC	\$6.2 M
20-YR Abatement	\$4.3 M

ALTERNATIVE DEVELOPMENT DETAILS

REDUCED PARKING

No. Units	219
Density (Units/Acre)	100
Avg. Rent (PSF)	\$1.60
Commercial Space	21,600 SF
Commercial Rent (PSF)	\$18
Parking Income	\$50/month
Parking Ratio (Per Unit)	1.5
Operating Expenses	36% of EGI
Capitalization Rate	7.0%

DEVELOPMENT COSTS

Hard Costs (PSF)	\$130
Parking/Space	\$20,000
Soft Costs	20%
Acquisition (Per Acre)	\$500,000

INCENTIVES

NMTC	\$6.0 M
20-YR Abatement	\$4.2 M

Visualizing Feasibility

Public/ Educational	Large Lot Single Family	Residential and Commercial	Planned Mixed-Use	Planned Office Park	Town Center	New Urbanism
 <p>N/A</p>	 <p>\$0</p>	 <p>\$27M</p>	 <p>\$34M</p>	 <p>\$1M</p>	 <p>\$97M</p>	 <p>\$18M</p>

Implementation



Project Aspirations

Workforce Housing Set-Aside	\$5m
Affordable Retail Space	\$3m
Coffee Shop and Museum	\$3m
New Roads	\$2m
Quality Internal Streetscape	\$5m
Abernathy Park Expansion	\$4m
Small Outdoor Venue	\$1.5m
Nature Playscape	\$1.5m
Creek Restoration + Amenities	\$1m

Other Strategic Priorities

Workforce Housing Fund	\$10 ³⁶⁷ m
------------------------	-----------------------

Built Projects: Clarksville, IN Development Strategy



\$22M MIXED-USE
DEVELOPMENT

96
LUXURY
APARTMENTS

80
OFFICE, SALON,
& MINI RETAIL
SUITES

\$710 STARTING RENT
PER MONTH



NORTH OF FLOOD WALL

Development Value	\$173 Million
Development Cost	
Building	\$153 Million
Land	\$14 Million
Transportation/Utilities	\$25 Million
Structured Parking	\$17.5 Million
Demolition	-
Remediation	368

Built Projects: City Foundry Plan Implementation



PHASE 1 - \$350M DEVELOPMENT

PHASE 2

50K

120K

100K

280

square feet of food
hall & dining

square feet of
offices

square feet of retail
space

Apartment
units



Discussion



Park City
Cemetery

Kearns Boulevard

Prospector Sq Walkway

Prospector Ave

Bonanza Art &
Culture District

Deseret
Wellness

The Blue
Ribbon Driving
School

Kimball Art
Center

Bonanza Dr

Munchkin Rd

City Council Continuation Report



Subject: Water Wise Landscaping
Application: PL-21-05064
Author: Spencer Cawley
Lillian Zollinger
Date: February 16, 2023
Type of Item: Land Management Code Amendments

Recommendation

Staff recommends the City Council (1) open a public hearing; and (2) continue the public hearing and the Water Wise Landscaping Land Management Code Amendments to March 9, 2023.

Background

On September 23, 2021, City Council directed Planning Staff to evaluate amendments to the Water Wise Landscaping code to further improve water conservation through landscaping.

On April 27, 2022 ([Staff Report](#); [Minutes, p. 2](#)) and October 12, 2022 ([Staff Report](#); [Minutes, p. 12](#)), the Planning Commission conducted work sessions and directed the Planning team to implement changes regarding Water Wise definitions, investigate graywater use/regulations, and create a user-friendly website for residents to find information regarding water conservation.

On October 26, 2022, due to a long meeting agenda, the Planning Commission continued the Water Wise Landscaping Land Management Code Amendments to January 11, 2023.

On January 11, 2023, the Planning Commission directed Staff to make several changes to the proposed Amendments and continued the Water Wise Landscaping Land Management Code Amendments to February 8, 2023 ([Staff Report](#), [Audio](#)). As a result, the Planning team returned to the Commission in February, with a possible recommendation for City Council's consideration in March.

City Council Staff Report



Subject: 3045 Ridgeview Drive
Application: PL-22-05360
Author: Jaron Ehlers, Planning Technician
Date: February 16, 2023
Type of Item: Plat Amendment

Recommendation

(I) Review the proposed Ridgeview Townhouse Condominiums First Amendment – Amending Unit 3-B, (II) hold a public hearing, and (III) consider approving the proposed Plat Amendment, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in Draft Ordinance No. 2023-05 (Exhibit A).

Description

Applicant: Andrew Widin
Location: 3045 Ridgeview Drive
Zoning District: Residential Development
Adjacent Land Uses: Townhouse Condominiums and Single-Family Dwellings
Reason for Review: Plat Amendments require Planning Commission recommendation and City Council Final Action¹

LMC Land Management Code

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

Summary

The Applicant is proposing to amend the Ridgeview Townhouse Condominiums for Unit 3-B to convert common area to private and limited common area to reflect the as-built conditions, correcting existing nonconformities (Exhibit F). There is a patio constructed on the main level that is not on the 1982 plat (Exhibit C), which is proposed to be added as limited common area. What was originally shown on the plat as a rear deck was enclosed and the main level below it was extended further than outlined on the 1982 Ridgeview Townhouse Condominium Plat. The applicant's proposed plat amendment would record these existing conditions.

The Ridgeview Townhouse Condominium Homeowners Association submitted approval of the proposed plat amendment (Exhibit E).

Background

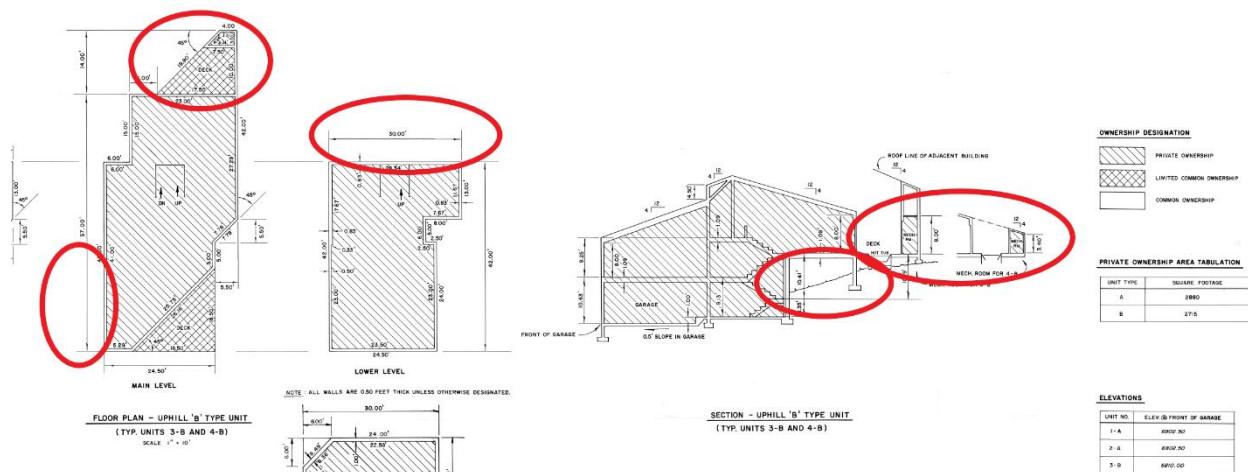
¹ LMC § [15-12-15\(B\)\(9\)](#)

On August 26, 1982, the City Council approved the Ridgeview Townhouse Condominium Plat, creating four townhouses along Ridgeview Drive in the Residential Development Zoning District. The 1982 plat also included a note which dedicated all common space to the City as a public utility easement.

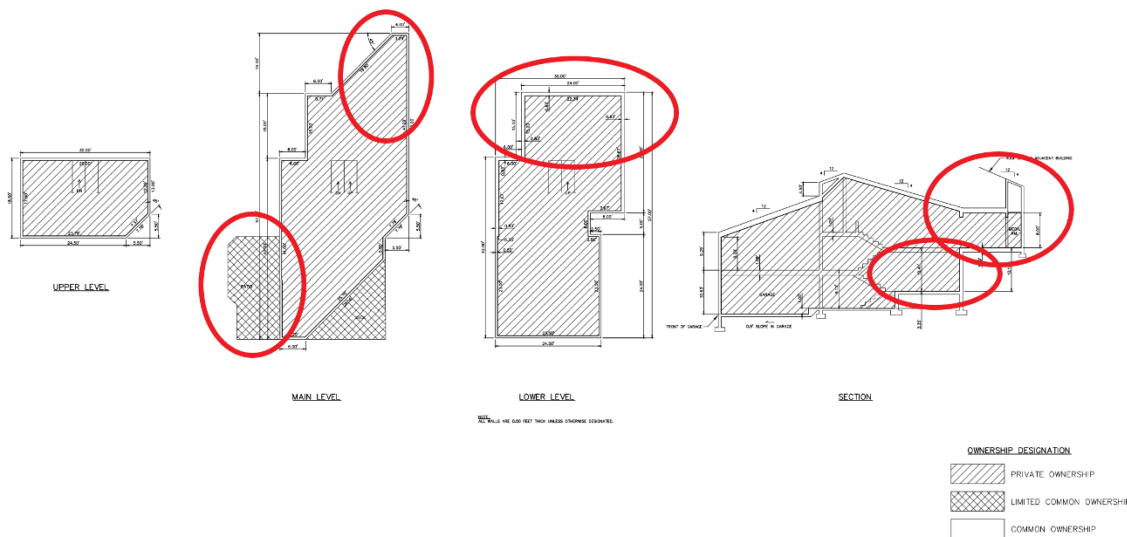
Unit 3-B was not built as specified by the plat, with its expansions into common area as well as the creation of an unrecorded patio. Staff could not find any record of when this construction took place. Staff was unable to find any Planning Commission minutes discussing this project. City Council minutes were found (Exhibit D) but do not contain any significant details. In 2018 a landscaping permit was applied for which showed that the non-complying deck was already constructed at that time.

In August 2022, the Applicant requested a building permit for an interior remodel but when it was discovered that their work would include the noncompliant areas of Unit 3-B, they were required to apply for a plat amendment. After the plat amendment was submitted on August 24, 2022, a conditional building permit was issued, limiting the work they could do in the noncompliant areas.

This image shows the original 1982 plat with the red ovals highlighting where the noncompliance would come to exist and what is proposed to be changed in the Plat Amendment:



This image shows the proposed Plat Amendment. The effected areas have been outlined with red ovals to show where the noncompliance exists and how it would be corrected by the Plat Amendment:



On January 11, 2023, the Planning Commission held a public hearing and unanimously forwarded a positive recommendation to City Council supporting approval of this Plat Amendment ([Staff Report](#), [Recording](#)).

Analysis

(I) The proposal to amend the plat to convert common area to private and limited common complies with the Subdivision Procedures outlined in LMC Chapter 15-7.1.

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

(a) There is Good Cause for this plat amendment because it resolves existing non-conformities and brings the property into compliance.

LMC [§ 15-15-1](#) defines *Good Cause* as “[p]roviding positive benefits and mitigating negative impacts, determined on a case by case basis to include such things as: providing public amenities and benefits, resolving existing issues and non-conformities, addressing issues related to density, promoting excellent and sustainable design, utilizing best planning and design practices, preserving the character of the neighborhood and of Park City and furthering the health, safety, and welfare of the Park City community.”

Staff finds good cause for this Plat Amendment as it brings the property into compliance with as-built conditions, correcting existing non-conformities.

(b) No Public Street or Right-of-Way is vacated

The Ridgeview Townhouse Condominiums front Ridgeview Drive. No changes to the public street or right-of-way are proposed.

(c) A Public Utility Easement will be vacated

When the Plat was recorded in 1982, it included a note that dedicated all common area as a public utility easement.

NOTE

COMMON AREAS ARE TO BE DEDICATED TO THE RIDGEVIEW TOWNHOUSES
CONDOMINIUM HOMEOWNERS ASSOCIATION AND ITS MEMBERS. ALL COMMON
AREA IS HEREBY DEDICATED AS A PUBLIC UTILITY EASEMENT.

Unit 3-B, as built, encroaches into this easement. In order to bring the Townhouse into compliance, portions of this easement must be vacated. No objections have been raised by the Public Utilities and the Plat Amendment would modify this easement.

(II) The proposal to amend the plat to convert common area to private and limited common area complies with the Residential Development (RD) Zoning District requirements outlined in LMC Chapter 15-2.13.

LMC [Chapter 15-2.13-2](#) defines the uses allowed within the RD Zoning District. Multi-Unit Dwellings are a conditional use within the Zoning District. On August 26, 1982, City Council approved this development.

PUBLIC COMMUNICATIONS AND PETITIONS

1. Parkwood Condominium Plat Approval - The Community Development Director explained that this project is located on Park Avenue. There are two tri-plexes. The tri-plex before Council is on Woodside Avenue. Planning Commission approval was obtained on August 11. There is approximately \$6,000 in landscaping bonding in place, and the city has asked and received a cash amount of money for the curb, gutter, and sidewalk. Mr. Vance recommended that the Parkwood tri-plex on Woodside be approved. The parking is underground. Bill Coleman, "I move we approve the Parkwood Condominium plat". Tom Shellenberger seconded. Motion carried.

2. Ridgeview Townhouse Condominium Approval - Mike Vance explained that these four units of the first phase, are located in Ridgeview. \$65,000 has been obtained, including letter of credit, landscaping, and revegetation. The Ridgeview Townhouse Condominium has received Planning Commission approval. Tom Shellenberger, "I move we approve the Ridgeview Townhouse Concominium". Bob Wells seconded. Motion carried.

This Plat Amendment would expand the build pad as the originally platted rear mechanical room is no longer an accessory structure due to the extension of the roof to enclose the platted rear deck.

(III) The proposal, as conditioned, complies with LMC § 15-3-6, *Parking Ratio Requirements*.

The following table outlines the current parking required for the Multi-Unit Dwelling by LMC [§ 15-3-6](#):

Use	Required Off-Street Parking
Multi-Unit Dwelling for 2,000 sq feet area or greater	2 per Dwelling Unit

Unit 3-B is 3,119 square feet. It has a garage that is 23 feet x 23.5 feet. A two car garage is defined by code as 20 feet wide by 20 feet deep (LMC [§ 15-3-4](#)). As the existing garage is larger than what is required by code, this unit complies with parking requirements.

(IV) The Development Review Committee reviews the application on January 3, 2023 and did not identify any issues.²

² The Development Review Committee meets the first and third Tuesday of each month to review and provide comments on Planning Applications, including review by the Building Department, Engineering Department, Sustainability Department, Transportation Planning Department, Code Enforcement, the City Attorney's Office, Local Utilities including Rocky Mountain Power and Dominion Energy, the Park City Fire

Department Review

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

Notice

Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on December 22, 2022. Staff mailed courtesy notice to property owners within 300 feet on December 22, 2022. The *Park Record* published notice on December 24, 2022.³

Public Input

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

Alternatives

- The City Council may approve Ordinance No. 2023-05, Approving the Ridgeview Townhouse Condominiums First Amendment; or
- The City Council may deny Ordinance No. 2023-05, Denying the Ridgeview Townhouse Condominiums First Amendment and direct staff to make findings for Denial; or
- The City Council may request additional information for Ordinance No. 2023-05 for the Ridgeview Townhouse Condominiums First Amendment and continue the discussion to a date certain.

Exhibits

Exhibit A: Proposed Ordinance 2023-05 and Proposed Plat

Exhibit B: Survey of Existing Conditions

Exhibit C: Existing Ridgeview Townhomes Condominium Plat

Exhibit D: August 26, 1982, City Council Minutes

Exhibit E: Letter of HOA Approval

Exhibit F: Applicant Statement

District, Public Works, Public Utilities, and the Snyderville Basin Water Reclamation District (SBWRD).

³ LMC [§ 15-1-21](#)

Ordinance No. 2023-05

**AN ORDINANCE APPROVING THE RIDGEVIEW TOWNHOUSE CONDOMINIUMS
FIRST AMENDMENT – AMENDING UNIT 3-B, LOCATED AT 3045 RIDGEVIEW
DRIVE, PARK CITY, UTAH**

WHEREAS, the owners of the property known as 3045 Ridgeview Drive, Unit 3-B of the Ridgeview Townhouse Condominiums has petitioned the City Council to amend the Unit 3-B of the Ridgeview Townhouse Condominiums Plat within the Residential Development Zoning District; and

WHEREAS, on December 22, 2022, staff posted notice to the property and according to the requirements of the Land Management Code; and

WHEREAS, staff mailed courtesy notice to all affected property owners on December 22, 2022, and legal notice was published in the Park Record and on the Park City and Utah Public Notice websites; and

WHEREAS, the Planning Commission held a public hearing on January 11, 2023;

WHEREAS, on January 11, 2023, the Planning Commission forwarded a Positive recommendation to the City Council; and

WHEREAS, on February 16, 2023, the City Council held a public hearing; and

WHEREAS, it is in the best interest of Park City, Utah, to approve the Ridgeview Townhouse Condominiums First Amendment – Amending Unit 3-B; and

WHEREAS, the Ridgeview Townhouse Condominiums First Amendment – Amending Unit 3-B will not cause undue harm to adjacent property owners.

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 Ridgeview Townhouse Condominiums First Amendment – Amending Unit 3-B, as shown in Attachment 1, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. On August 26, 1982, the City Council approved the Ridgeview Townhouse Condominiums, creating four townhouses along Ridgeview Drive. The Ridgeview Townhouse Condominiums are in the Residential Development Zoning District.
2. The 1982 Ridgeview Townhouse Condominium Plat has a note which dedicated all common space to the City as a public utility easement.

3. Unit 3-B was not built as specified by the Ridgeview Townhouse Condominium Plat, expands into common area, and includes a patio constructed in common area.
4. In 2018, a landscaping permit was applied for which showed that the non-complying patio was already constructed at that time.
5. In August 2022, the Applicant requested a building permit for an interior remodel but when it was discovered that their work would include the noncompliant areas of the house, they were required to apply for a plat amendment.
6. After the plat amendment was submitted on August 24, 2022, a conditional building permit was issued, limiting the work they could do in the noncompliant areas.
7. The proposal to amend the plat to convert common area to private and limited common complies with the Subdivision Procedures outlined in LMC Chapter 15-7.1.
8. There is Good Cause for this plat amendment because it resolves existing non-conformities and brings the property into compliance.
9. No Public Street or Right-of-Way is vacated.
10. A Public Utility Easement will be vacated.
11. The proposal to amend the plat to convert common area to private and limited common area complies with the Residential Development (RD) Zoning District requirements outlined in LMC Chapter 15-2.13.
12. The proposal, as conditioned, complies with LMC § 15-3-6, Parking Ratio Requirements.

Conclusions of Law:

1. There is Good Cause for the Ridgeview Townhouse Condominiums First Amendment – Amending Unit 3-B.
2. The amended plat is consistent with the Park City Land Management Code and applicable State law regarding plat amendments.
3. Neither the public nor any person will be materially injured by the proposed plat amendment.
4. Approval of the plat amendment, subject to the conditions of approval, will not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the Conditions of Approval, prior to recordation of the plat.
2. The Applicant shall record the plat at the County within one (1) year from the date of City Council approval. If recordation has not occurred within one year, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. There will be no external changes or expansion of the existing building footprint.

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

PASSED AND ADOPTED this 16th day of February 2023.

PARK CITY MUNICIPAL CORPORATION

Nann Worel, MAYOR

ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney's Office

HOMEOWNER'S ASSOCIATION CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that the undersigned is the President of the Ridgeview Townhouse Condominium's Association of the above described tract of land, and hereby causes the same to be amended as set forth to be hereafter known as RIDGEVIEW TOWNHOUSE CONDOMINIUMS - FIRST AMENDMENT - AMENDING UNIT 3B.

In witness whereof, the undersigned set his hand this _____ day of _____, 2022.
Ridgeview Townhouse Condominium Association.

By: _____, its President

ACKNOWLEDGEMENT

STATE OF UTAH)

:ss.

COUNTY OF SUMMIT)

On this _____ day of _____, 2022, _____ personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is signing as President of the Ridgeview Townhouse Condominium Association.

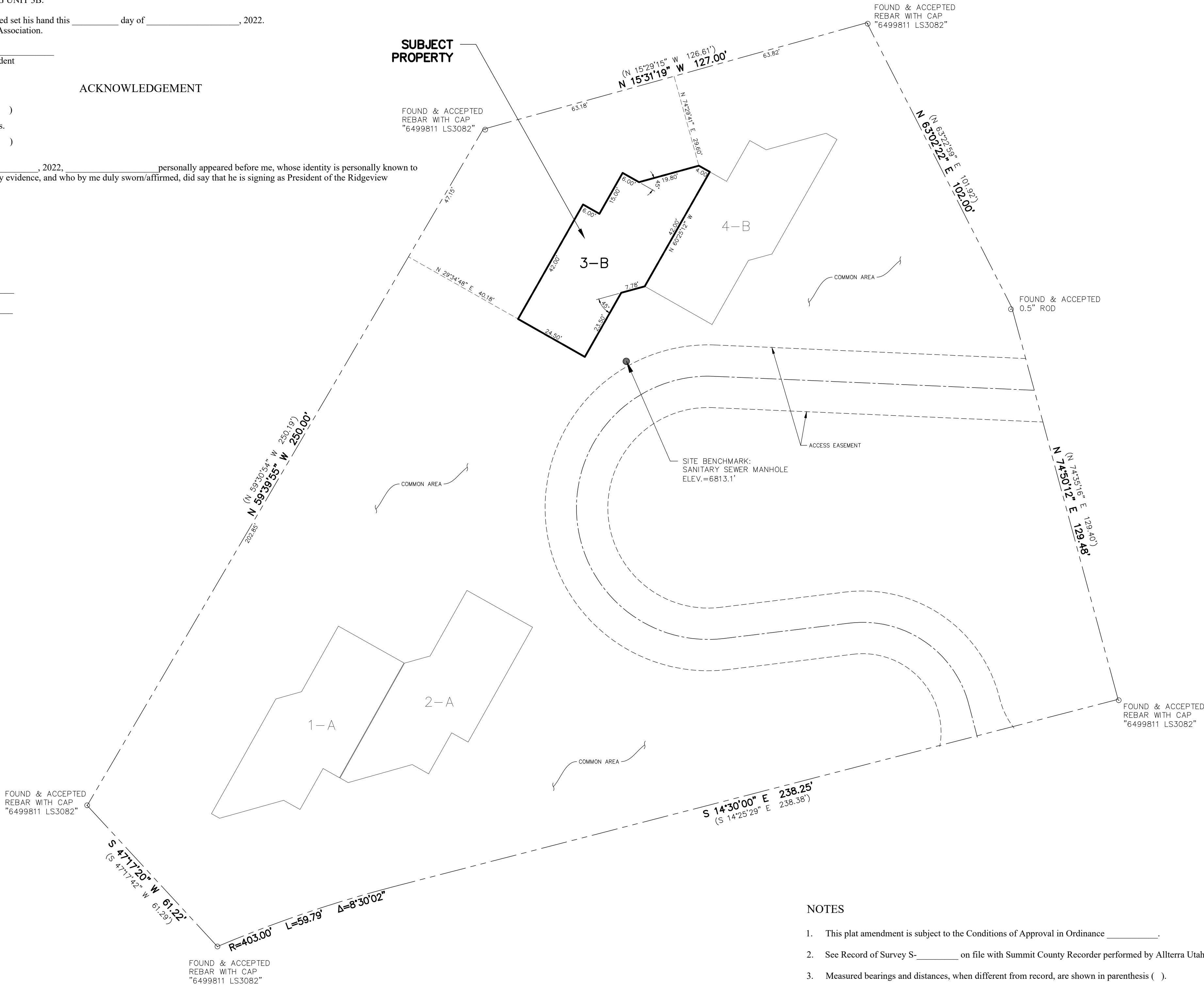
Notary Public _____

Printed Name _____

Residing in: _____

My commission expires: _____

Commission No. _____

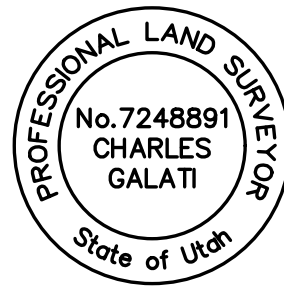


NOTES

- This plat amendment is subject to the Conditions of Approval in Ordinance _____.
- See Record of Survey S-_____ on file with Summit County Recorder performed by Allterra Utah and dated 10/5/22.
- Measured bearings and distances, when different from record, are shown in parenthesis ().
- Site Benchmark: sanitary sewer manhole, Elevation=6813.1' as shown.
- Common areas are to be dedicated to the Ridgeview Townhouses Condominium Homeowners Association and its Members. All common areas is hereby dedicated as a public utility easement.

RIDGEVIEW TOWNHOUSE CONDOMINIUMS
FIRST AMENDMENT - AMENDING UNIT 3-B

LOCATED IN THE NORTHEASTQUARTER OF SECTION 5,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
SUMMIT COUNTY, UTAH



SURVEYOR'S CERTIFICATE

I, Charles Galati, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 7248891, as prescribed under the laws of the State of Utah. I further certify that by authority of the owner, I have made a survey of the tract of land shown on this plat and described hereon, hereafter to be known as RIDGEVIEW TOWNHOUSE CONDOMINIUMS FIRST AMENDMENT - AMENDING UNIT 3-B and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

LEGAL DESCRIPTION

COMMENCING AT A POINT WHICH IS NORTH 89°57'58" WEST 808.27 FEET AND NORTH 06°25'41" EAST 1339.96 FEET FROM THE EAST QUARTER CORNER OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF MEADOWS DRIVE; THENCE SOUTH 59°00'00" WEST 128.73 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF MEADOWS DRIVE TO A POINT ON A 473.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 31°00'00" EAST 473.00 FEET OF WHICH THE CENTRAL ANGLE IS 73°30'00"); THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 606.77 FEET TO A POINT OF TANGENCY, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 14°30'00" EAST 238.25 FEET TO A POINT ON A 403.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 75°30'00" EAST 403.00 FEET OF WHICH THE CENTRAL ANGLE IS 8°30'00"); THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 59.79 FEET TO A POINT OF TANGENCY; AND LEAVING SAID RIGHT-OF-WAY; THENCE SOUTH 47° 17' 20" WEST 61.22 FEET; THENCE NORTH 59°39'55" WEST 250.00 FEET; THENCE NORTH 15°31'19" WEST 127.00 FEET; THENCE NORTH 63°02'22" EAST 102.0 FEET; THENCE NORTH 74°50'12" EAST 129.48 FEET TO THE POINT OF BEGINNING.

CONTAINS 1.3034 ACRES MORE OR LESS.

ALSO, A 30.00 FOOT WIDE ACCESS EASEMENT CENTERED 15.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A POINT WHICH IS NORTH 89°57'58" WEST 808.27 FEET AND NORTH 06°25'41" EAST 1339.96 FEET FROM THE EAST QUARTER CORNER OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF MEADOWS DRIVE; THENCE SOUTH 59°00'00" WEST 128.73 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF MEADOWS DRIVE TO A POINT ON A 473.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 31°00'00" EAST 473.00 FEET OF WHICH THE CENTRAL ANGLE IS 73°30'00"); THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 606.77 FEET TO A POINT OF TANGENCY; THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 74°50'12" WEST 102.18 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 2° 30'00" EAST 109.20 FEET TO A POINT ON A 286.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 87°30'00" EAST 286.00 FEET OF WHICH THE CENTRAL ANGLE IS 19°00'00"); THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 94.84 FEET TO A POINT OF TANGENCY; THENCE NORTH 21°30'00" EAST 160.42 FEET TO A POINT ON A 282.63 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 68°30'00" EAST 282.63 FEET OF WHICH THE CENTRAL ANGLE IS 16°06'39"); THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 79.47 FEET TO A POINT OF TANGENCY; THENCE NORTH 37°36'39" EAST 63.90 FEET TO A POINT ON A 31.67 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 52°23'21" EAST 31.67 FEET OF WHICH THE CENTRAL ANGLE IS 95°43'21"), THENCE ALONG THE ARC OF SAID CURVE 52.91 FEET TO A POINT OF TANGENCY; THENCE SOUTH 46°40'00" EAST 6.10 FEET TO THE TERMINUS POINT OF THE LINE; SAID POINT BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID MEADOWS DRIVE.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that the undersigned is the owner of the above described tract of land, and hereby causes the same to be amended as set forth to be hereafter known as RIDGEVIEW TOWNHOUSE CONDOMINIUMS - FIRST AMENDMENT - AMENDING UNIT 3B.

In witness whereof, the undersigned set his hand this _____ day of _____, 2022.
Widin Family Trust.

By: _____
Andrew Craig Widin, its Trustee

ACKNOWLEDGEMENT

STATE OF UTAH)

:ss.

COUNTY OF SUMMIT)

On this _____ day of _____, 2022, Andrew Craig Widin personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is signing as Trustee of the Widin Family Trust.

Notary Public _____

Printed Name _____

Residing in: _____

My commission expires: _____

Commission No. _____

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that the undersigned is the owner of the above described tract of land, and hereby causes the same to be amended as set forth to be hereafter known as RIDGEVIEW TOWNHOUSE CONDOMINIUMS - FIRST AMENDMENT - AMENDING UNIT 3B.

In witness whereof, the undersigned set his hand this _____ day of _____, 2022.
Widin Family Trust.

By: _____
Patricia Ford Widin, its Trustee

ACKNOWLEDGEMENT

STATE OF UTAH)

:ss.

COUNTY OF SUMMIT)

On this _____ day of _____, 2022, Patricia Ford Widin personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is signing as Trustee of the Widin Family Trust.

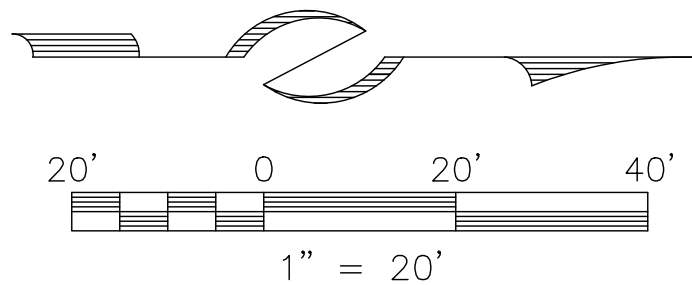
Notary Public _____

Printed Name _____

Residing in: _____

My commission expires: _____

Commission No. _____



10/5/22 SHEET 1 OF 2

PROFESSIONAL LAND SURVEYING
AND CONSULTING

ALLTERRA
UTAH, LLC

435-640-4200
463 SCENIC HEIGHTS ROAD, FRANCIS, UTAH 84036

PUBLIC SAFETY ANSWERING
POINT APPROVAL

APPROVED ON THIS____DAY
OF _____, 2022

BY _____
SUMMIT COUNTY GIS COORDINATOR

SNYDERVILLE BASIN WATER
RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE
BASIN WATER RECLAMATION DISTRICT STANDARDS
ON THIS____DAY OF _____, 2022

BY _____
SNYDERVILLE BASIN WATER RECALATION DISTRICT

PLANNING COMMISSION

RECOMMENDED BY THE PARK CITY
PLANNING COMMISSION
THIS____DAY OF _____, 2022

BY _____
CHAIR

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE
WITH INFORMATION ON FILE IN MY OFFICE
THIS____DAY OF _____, 2022

BY _____
PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS
____DAY OF _____, 2022

BY _____
PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE

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

BY _____
MAYOR

CERTIFICATE OF ATTEST

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

BY _____
PARK CITY RECORDER

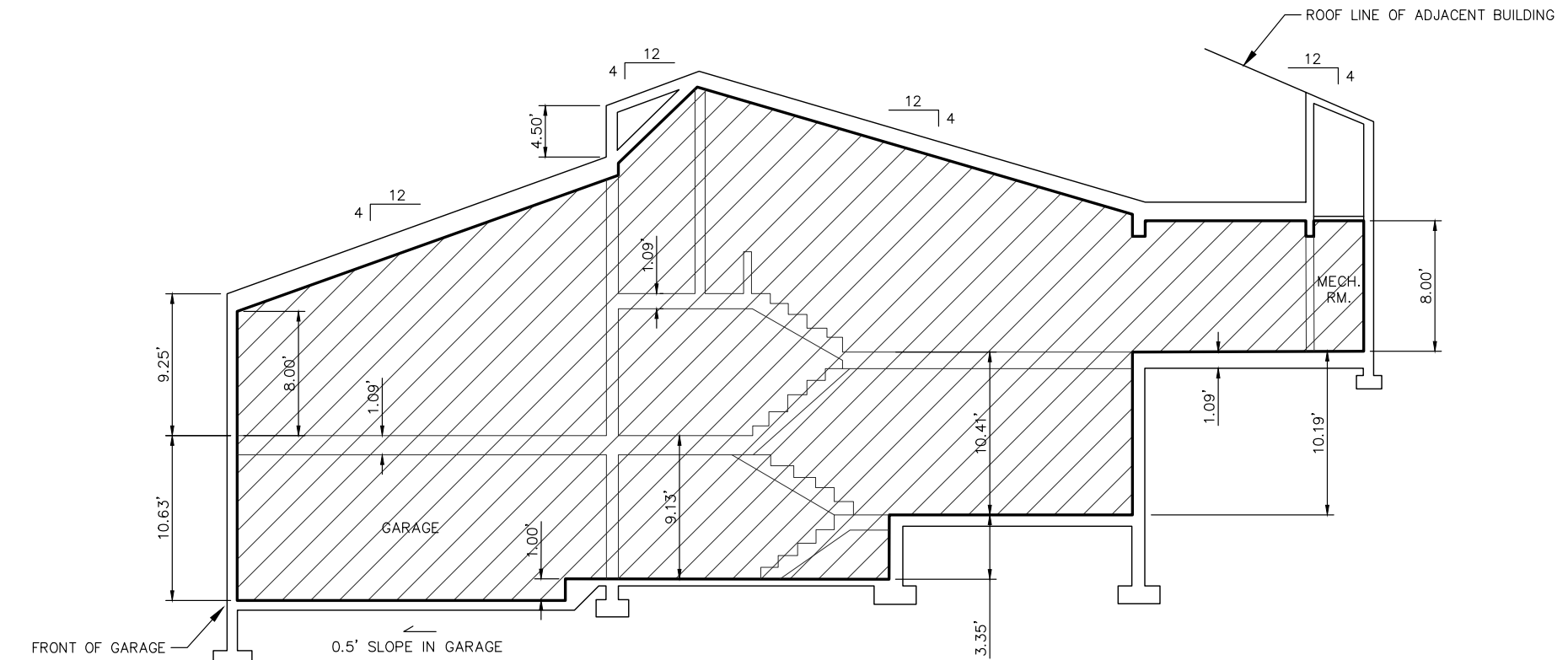
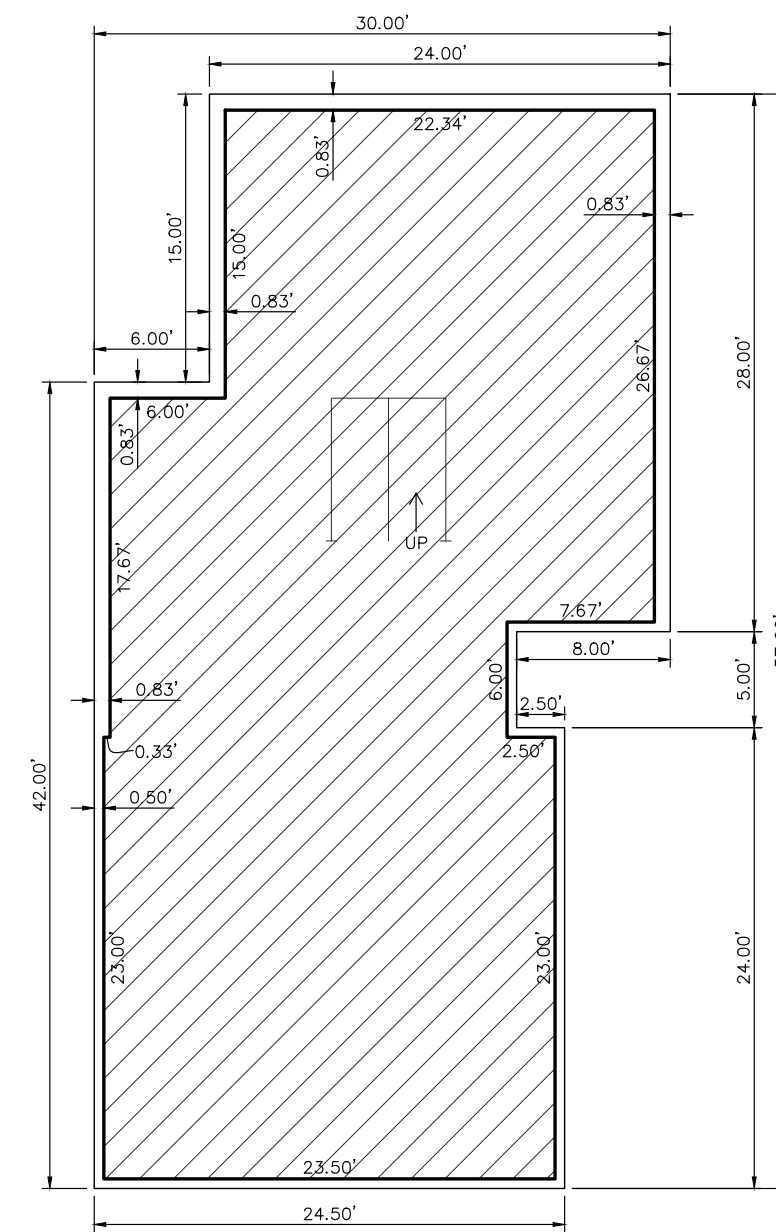
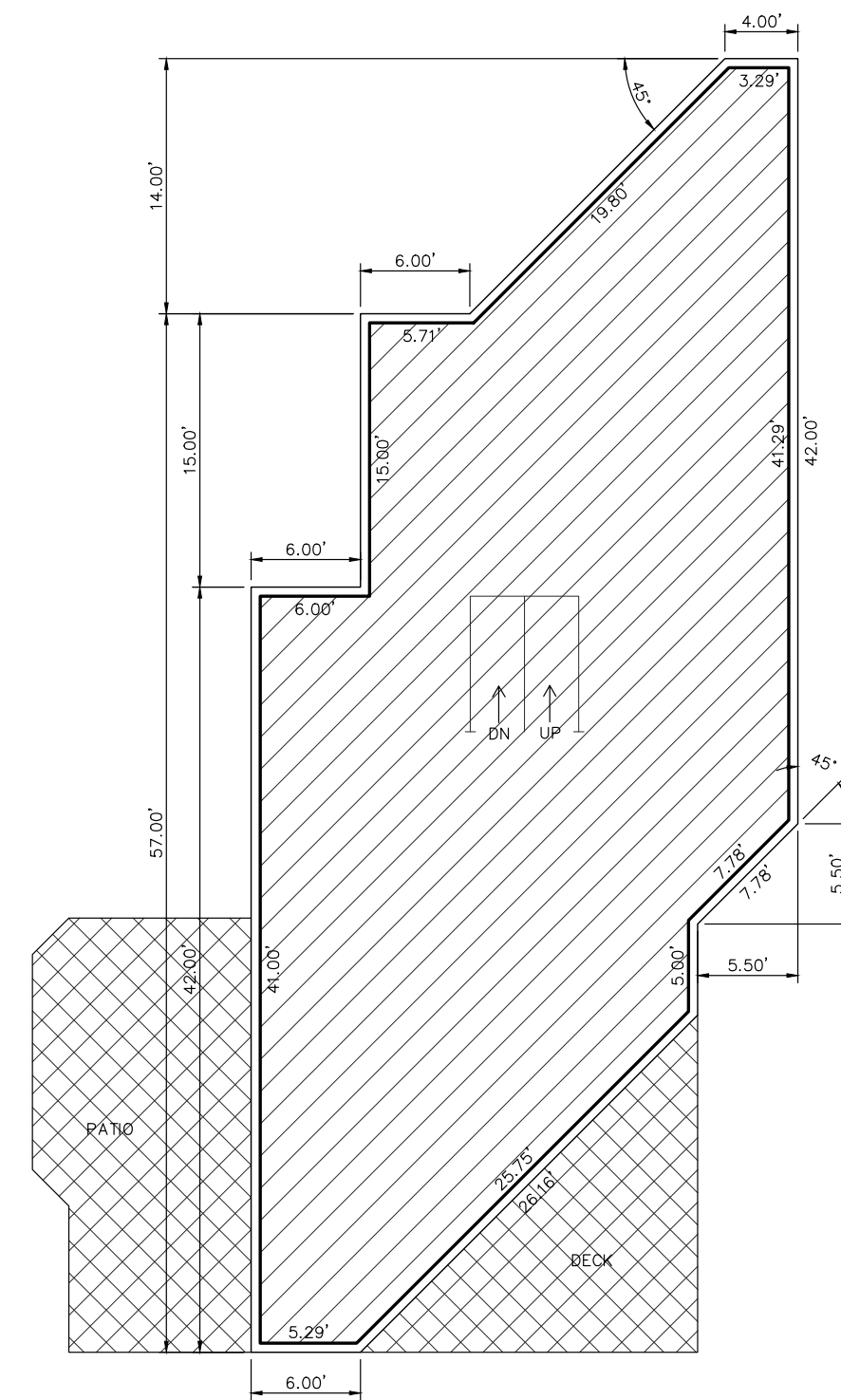
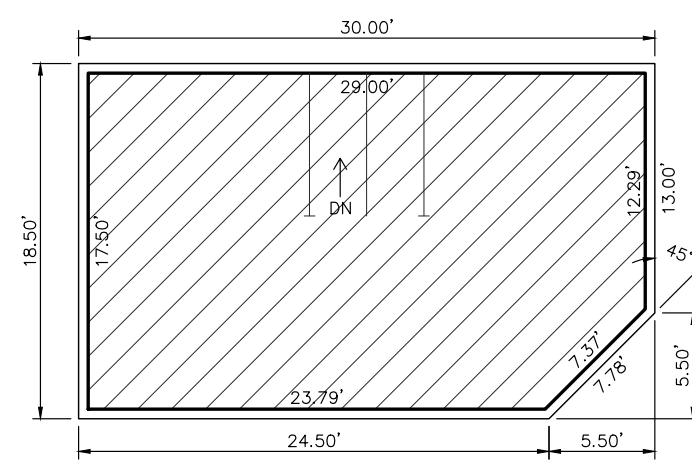
RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

AT THE REQUEST OF _____

FEE _____ RECORDER _____

TIME _____ DATE _____ ENTRY NO. _____



NOTE:
ALL WALLS ARE 0.50 FEET THICK UNLESS OTHERWISE DESIGNATED.

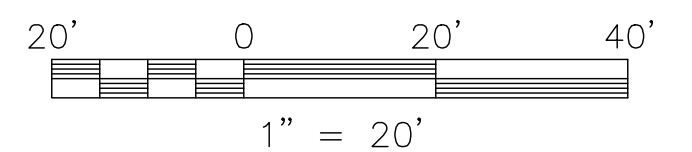
OWNERSHIP DESIGNATION

PRIVATE OWNERSHIP AREA TABULATION

UNIT NO.	SQUARE FOOTAGE
3-B	3195

ELEVATIONS

UNIT NO.	ELEV. @ FRONT OF GARAGE
3-B	6814.9'



**RIDGEVIEW TOWNHOUSE CONDOMINIUMS
FIRST AMENDMENT - AMENDING UNIT 3-B**

LOCATED IN THE NORTHEAST QUARTER OF SECTION 5,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
SUMMIT COUNTY, UTAH

PROFESSIONAL LAND SURVEYING
AND CONSULTING
ALLTERRA
UTAH, LLC
435-640-4200
463 SCENIC HEIGHTS ROAD, FRANCIS, UTAH 84036

10/5/22 SHEET 2 OF 2

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

AT THE REQUEST OF _____

FEE	RECORDER
-----	----------

TIME _____ DATE _____ ENTRY NO. _____

UNIT 3-B
RIDGEVIEW TOWNHOUSE CONDOMINIUMS
LOCATED IN THE NORTHEAST QUARTER OF SECTION 5,
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
RECORD OF SURVEY
SUMMIT COUNTY, UTAH

SURVEYOR'S CERTIFICATE

I, Charles Galati, certify that I am a Professional Land Surveyor and that I hold License No. 7248891, as prescribed by the laws of the State of Utah. I further certify that under my direct supervision a survey has been performed on the hereon described property and that to the best of my knowledge this plat is a correct representation of said survey.

LEGAL DESCRIPTION

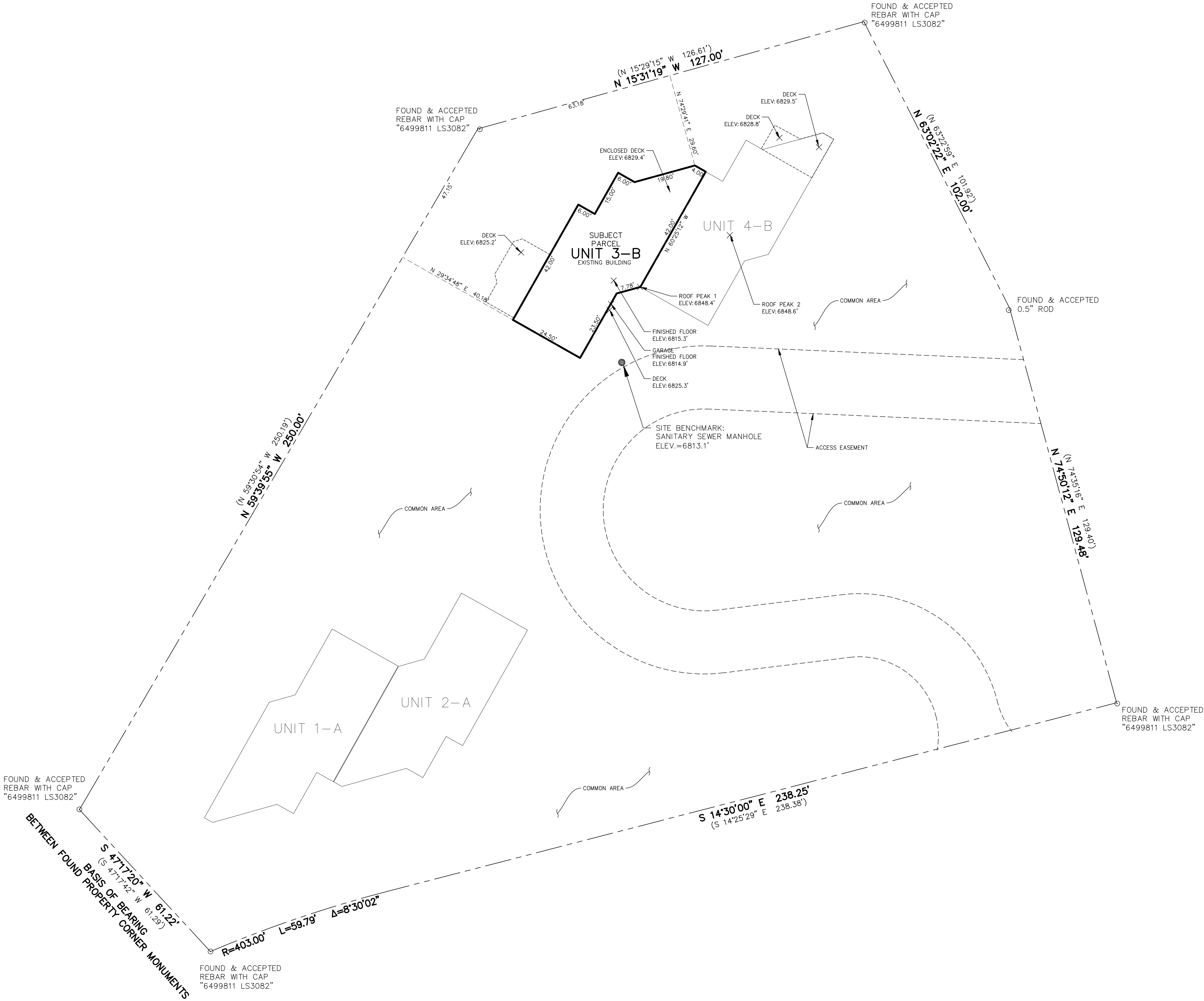
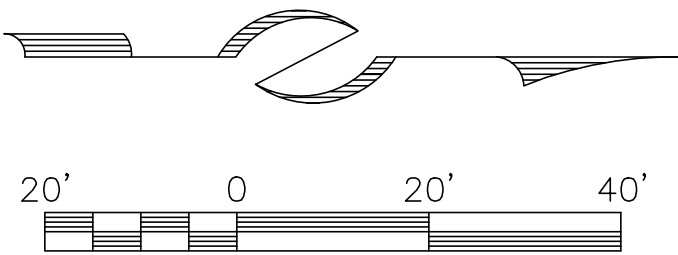
Unit No. 3-B, contained within the Ridgeview Townhouse Condominiums, recorded in Summit County, Utah, on September 13, 1982, as Entry No. 195854, in Book M232, at Page 577, of the official Records, and all amendments thereto.

NARRATIVE/NOTES

1. Basis of Bearing for this survey is between the found property corner monuments as shown on this plat.
2. Field work for this survey was performed September 30, 2022 and is in compliance with generally accepted industry standards for accuracy.
3. The purpose of this survey was to perform a Boundary and Existing Conditions and Elevation survey for a plat amendment submittal.
4. A Title Report was not provided to the surveyor and no easements were located as part of this survey. The owner of the property should be aware of any items affecting the property that may appear in a title insurance report. The surveyor found no obvious evidence of easements, encroachments or encumbrances on the property surveyed except as shown hereon.
5. County tax maps, recorded deeds, Ridgeview Townhouse Condominiums, Entry No. 195854 (all aforementioned documents on file and of record in the Summit County Recorder's Office), and physical evidence found in the field were all considered when determining the boundary as shown on this plat.
6. Site Benchmark: sanitary sewer manhole, Elevation=6813.1' as shown.
7. The architect is responsible for verifying building setbacks, zoning requirements and building heights.
8. Subdivision boundary corner monuments were found as shown.
9. Measured bearings and distances, when different from record, are shown in parenthesis. ()

LEGEND

⊙ Found Monument (As-Noted)



PROFESSIONAL LAND SURVEYING AND CONSULTING ALLTERRA UTAH, LLC <small>435-640-4200 463 SCENIC HEIGHTS ROAD, FRANCIS, UTAH 84036</small>	STAFF: CHARLES GALATI JASON WYNNE DUSTIN CARRISH DATE: 10/5/22	EXISTING CONDITIONS AND ELEVATIONS MAP 3045 RIDGEVIEW DRIVE CLIENT: ANDY WIDIN PROJECT.: 22093 C:\Users\Charlie\Desktop\ALLTERRA\AU JOBS\22093 - Lot 3B Ridgeview Plat Amend\ridgeview condos	SHEET 1 OF 1

N 0° 08' 52" E 1333.00'

SCALE 1" = 50'

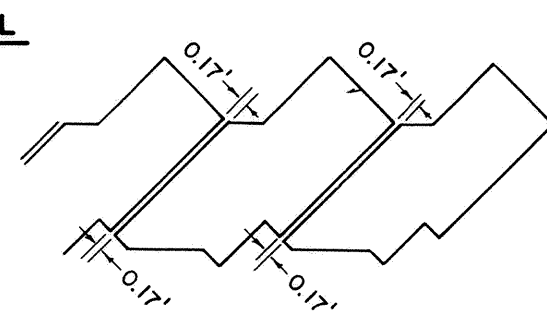
CURVE DATA

RT.	RIGHT-OF-WAY	LT.
① Δ = 24°02'18" R = 25.31' L = 10.62'	—	② Δ = 24°02'18" R = 25.31' L = 10.62'
①A Δ = 82°30'00" R = 45.00' L = 64.80'	①A Δ = 82°30'00" R = 35.00' L = 50.40'	①A2 Δ = 82°30'00" R = 25.00' L = 36.00'
①B Δ = 189°30'00" R = 32.00' L = 105.84'	①B Δ = 189°30'00" R = 42.00' L = 138.91'	①B2 Δ = 189°30'00" R = 52.00' L = 171.98'

ACCESS EASEMENT

①C Δ = 18°00'00" R = 286.00' L = 94.84'	①D Δ = 16°06'39" R = 282.63' L = 73.47'	①E Δ = 95°43'21" R = 31.67' L = 52.91'
---	---	--

DETAIL



NOTE

COMMON AREAS ARE TO BE DEDICATED TO THE RIDGEVIEW TOWNHOUSES CONDOMINIUM HOMEOWNERS ASSOCIATION AND ITS MEMBERS. ALL COMMON AREA IS HEREBY DEDICATED AS A PUBLIC UTILITY EASEMENT.

BENCHMARK

TOP OF STONE - EAST 1/4 CORNER, SECTION 5, T.2S., R.4E., S.L.B. & M.
ELEVATION = 6713.87

SURVEYOR'S CERTIFICATE

I, JAMES G. WEST, SALT LAKE CITY, UTAH, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD LICENSE NO. 3082, AS PRESCRIBED BY THE STATE OF UTAH, AND I HAVE MADE A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT A POINT WHICH IS NORTH 89°57'58" WEST 808.27 FEET AND NORTH 06°25'41" EAST 1339.96 FEET FROM THE EAST QUARTER CORNER OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF MEADOWS DRIVE; THENCE SOUTH 59°00'00" WEST 128.73 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF MEADOWS DRIVE TO A POINT ON A 473.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 31°00'00" EAST 473.00 FEET OF WHICH THE CENTRAL ANGLE IS 73°30'00"); THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 606.77 FEET TO A POINT OF TANGENCY, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 14°30'00" EAST 238.25 FEET TO A POINT ON A 403.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 75°30'00" EAST 403.00 FEET OF WHICH THE CENTRAL ANGLE IS 8°30'00"); THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 59.79 FEET TO A POINT OF TANGENCY; AND LEAVING SAID RIGHT-OF-WAY; THENCE SOUTH 47°17'20" WEST 61.22 FEET; THENCE NORTH 59°39'55" WEST 250.00 FEET; THENCE NORTH 15°31'19" WEST 127.00 FEET; THENCE NORTH 63°02'22" EAST 102.0 FEET; THENCE NORTH 74°50'12" EAST 129.48 FEET TO THE POINT OF BEGINNING.

CONTAINS 1.3034 ACRES MORE OR LESS.

ALSO, A 30.00 FOOT WIDE ACCESS EASEMENT CENTERED 15.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A POINT WHICH IS NORTH 89°57'58" WEST 808.27 FEET AND NORTH 06°25'41" EAST 1339.96 FEET FROM THE EAST QUARTER CORNER OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF MEADOWS DRIVE; THENCE SOUTH 59°00'00" WEST 128.73 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF MEADOWS DRIVE TO A POINT ON A 473.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 31°00'00" EAST 473.00 FEET OF WHICH THE CENTRAL ANGLE IS 73°30'00"); THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 606.77 FEET TO A POINT OF TANGENCY; THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 74°50'12" WEST 102.18 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 2°30'00" EAST 109.20 FEET TO A POINT ON A 286.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 87°30'00" EAST 286.00 FEET OF WHICH THE CENTRAL ANGLE IS 19°00'00"); THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 94.84 FEET TO A POINT OF TANGENCY; THENCE NORTH 21°30'00" EAST 160.42 FEET TO A POINT ON A 282.63 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 68°30'00" EAST 282.63 FEET OF WHICH THE CENTRAL ANGLE IS 16°06'39"); THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 79.47 FEET TO A POINT OF TANGENCY; THENCE NORTH 37°36'39" EAST 63.90 FEET TO A POINT ON A 31.67 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 52°23'21" EAST 31.67 FEET OF WHICH THE CENTRAL ANGLE IS 95°43'21"); THENCE ALONG THE ARC OF SAID CURVE 52.91 FEET TO A POINT OF TANGENCY; THENCE SOUTH 46°40'00" EAST 6.10 FEET TO THE TERMINUS POINT OF THE LINE; SAID POINT BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID MEADOWS DRIVE.

I FURTHER CERTIFY THAT THE VISIBLE IMPROVEMENTS AFFECTING THE BOUNDARIES OF THE ABOVE DESCRIBED PROPERTY ARE AS SHOWN ON THIS PLAT AND THE INFORMATION SHOWN HEREON IS SUFFICIENT TO RETRACE OR RE-ESTABLISH THIS SURVEY.

DATE Aug 24, 1982

JAMES G. WEST, UTAH REGISTERED LAND SURVEYOR NO. 3082

OWNER'S CERTIFICATE AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT RIDGEVIEW CONDOMINIUM PROPERTIES, LIMITED, A UTAH GENERAL PARTNERSHIP BY AND THROUGH ITS GENERAL PARTNER, GREGORY P. NELSON, THE OWNER OF THE TRACTS OF LAND DESCRIBED HEREIN AS RIDGEVIEW TOWNHOUSE CONDOMINIUMS, A UTAH EXPANDABLE CONDOMINIUM PROJECT LOCATED ON SAID TRACTS OF LAND, DOES HEREBY MAKE THIS CERTIFICATE THAT THE PARTNERSHIP HAS CAUSED A SURVEY TO BE MADE AND THIS RECORD OF SURVEY MAP CONSISTING OF 2 SHEETS TO BE PREPARED. THE PARTNERSHIP HAS CONSENTED AND DOES HEREBY CONSENT TO THE RECORDATION OF THIS RECORD OF SURVEY MAP IN ACCORDANCE WITH THE UTAH CONDOMINIUM OWNERSHIP ACT SUBMITTING THE DESCRIBED PROPERTY TO THE UTAH CONDOMINIUM ACT.

IN WITNESS WHEREOF, THEY HAVE SET THEIR HAND THIS 10 DAY OF August 1982, BY RIDGEVIEW CONDOMINIUM PROPERTIES, LIMITED, A UTAH GENERAL PARTNERSHIP AND GREGORY P. NELSON, GENERAL PARTNER.

GREGORY P. NELSON, GENERAL PARTNER

ACKNOWLEDGMENT

BE IT REMEMBERED ON THIS 10 DAY OF August 1982, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, GREGORY P. NELSON, GENERAL PARTNER OF RIDGEVIEW CONDOMINIUM PROPERTIES, LIMITED, A UTAH GENERAL PARTNERSHIP, WHO BEING DULY SWORN, DID SAY THAT THE WITHIN AND FOREGOING OWNER'S CERTIFICATE AND CONSENT TO RECORD WAS DULY EXECUTED AND SIGNED FOR AND IN BEHALF OF SAID PARTNERSHIP BY AUTHORITY OF RIDGEVIEW CONDOMINIUM PROPERTIES, LIMITED, IN AGREEMENT OF THE PARTNERSHIP AND ITS BYLAWS.

MY COMMISSION EXPIRES: 1/28/86

NOTARY PUBLIC Linda R. McReynolds
RESIDING IN Park City, Utah

CITY COUNCIL APPROVAL

PRESENTED TO THE BOARD OF CITY COUNCIL THIS 26th DAY OF August A.D. 1982 AT WHICH TIME THIS RECORD OF SURVEY WAS APPROVED

John E. Lucchese
CITY CLERK
MAYOR

CITY ENGINEER

APPROVED AND ACCEPTED BY THE PARK CITY CITY ENGINEERING DEPARTMENT ON THIS 18th DAY OF August A.D. 1982.

Eric W. DeHaan, P.E.
CITY ENGINEER

CITY PLANNING COMMISSION

APPROVED AND ACCEPTED BY THE PARK CITY CITY PLANNING COMMISSION ON THIS 24th DAY OF August A.D. 1982.

Stacy L. Lewis
CHAIRMAN

APPROVAL AS TO FORM

APPROVED AS TO FORM ON THIS 26 DAY OF August A.D. 1982.

Ronan E. Chappell
CITY ATTORNEY

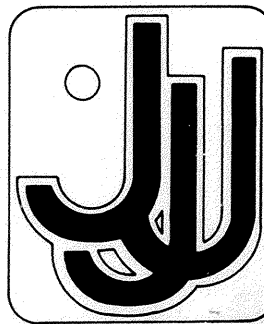
RECORDED

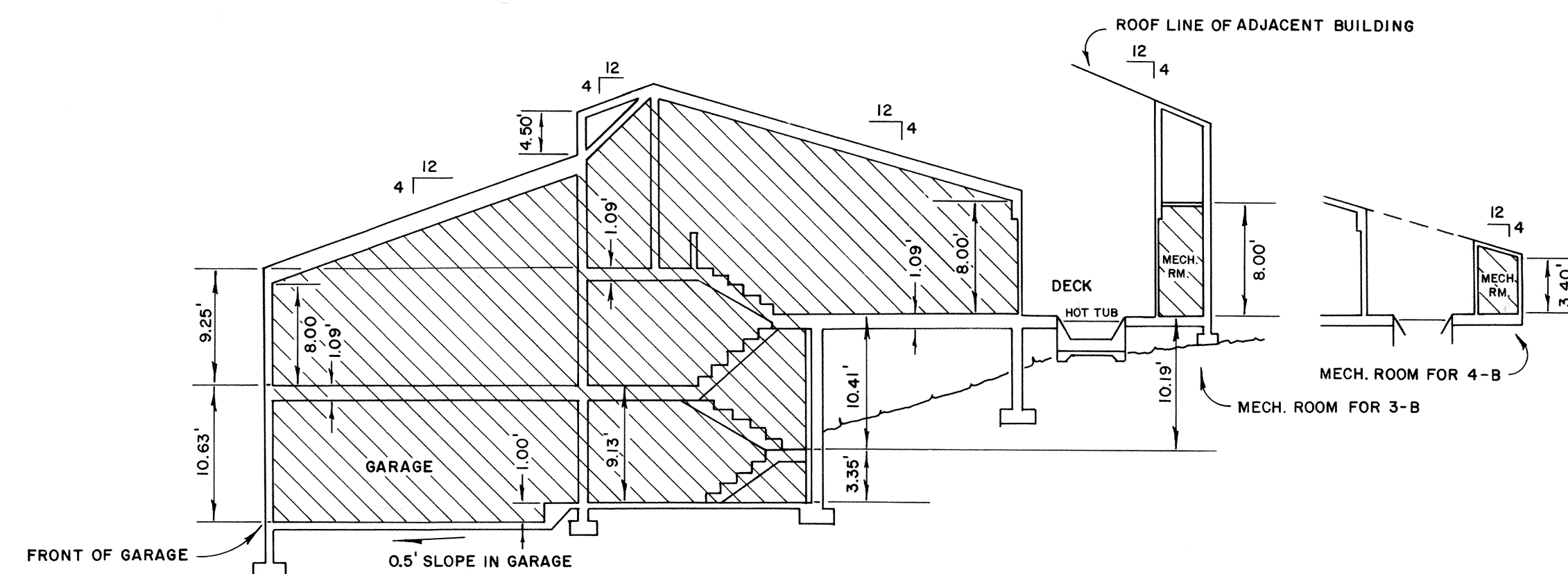
No. 195854
STATE OF Utah
COUNTY OF Summit
RECORDED AND FILED AT THE REQUEST OF:
Alta Little Company
date: 9-13-82 at: 1:00 PM
Fees: 1.22
COUNTY RECORDER

J.J. Johnson & Associates

Park Meadows Plaza,
Highway 248
Park City, Utah 84060

(801) 649-9811



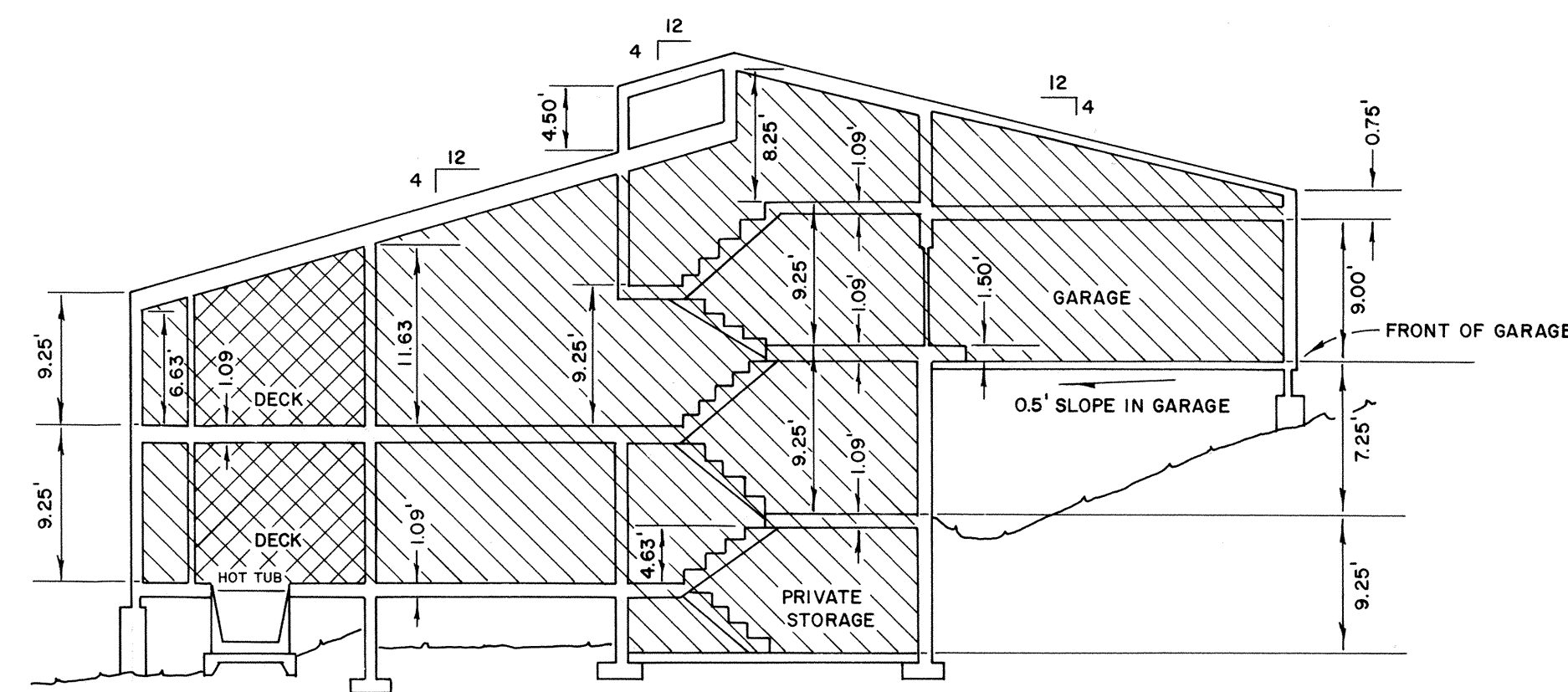


SECTION - UPHILL 'B' TYPE UNIT
(TYP. UNITS 3-B AND 4-B)

PRIVATE OWNERSHIP AREA TABULATION	
UNIT TYPE	SQUARE FOOTAGE
A	2880
B	2715

UNIT NO.	ELEV. @ FRONT OF GARAGE
1 - A	6802.50
2 - A	6802.50
3 - B	6810.00
4 - B	6810.00

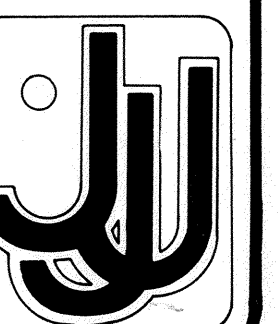
TOP OF STONE - EAST 1/4 CORNER, SECTION 5, T.2 S., R.4 E., S.L.B. & M.
ELEVATION = 6713.87



SECTION - DOWNHILL 'A' TYPE UNIT
(TYP. UNITS 1-A AND 2-A)

James G. West
JAMES G. WEST, UTAH REGISTERED LAND SURVEYOR No. 3082

(801) 649-9811



RIDGEVIEW TOWNHOUSES #2

N^o 195854
STATE OF Utah
COUNTY OF Summit
RECORDED AND FILED AT THE REQUEST OF:
Alta Title Company
date: 9-13-82 at: 1100
@ 22.00
FEES
COUNTY RECORDER

CITY COUNCIL MEETING
PARK CITY, UTAH

AUGUST 26, 1982

Mayor Green called the meeting of the City Council to order at 5:00 p.m. at the Memorial Building, in Park City, on August 26, 1982. Members present were Alvarez, Coleman, Wells, and Shellenberger. Tina Lewis was absent. Also present were Mayor Green; Arlene Loble, City Manager; Mike Vance, Community Development Director; Tom Clyde, City Attorney; and Bill Ligety, Planning Director.

PUBLIC HEARING

Revised 1982-83 Implementation Program to the Redevelopment Plan of Park City, Utah, Dated December 3, 1981 - The City Manager explained that the Council, acting as the Redevelopment Agency considered the revised implementation plan at the last Redevelopment Agency meeting, but the implementation program needs to be adopted by Council action as well as by the Redevelopment Agency. The revision involves an increase in the expenditures for this fiscal year to add the purchase price of the Gaddis/McKnight parcel. It will have no impact on the tax increment this year.

Mayor Green invited public input on this matter. Hearing nothing, the public hearing was closed.

PUBLIC INPUT

Mayor Green invited the public to comment on any agenda item, or any matter regarding city business. Hearing nothing, the Mayor closed the public input session.

MINUTES OF MEETING OF AUGUST 19, 1982

Bob Wells corrected Page 2, under Item 2, to clarify his suggestion to the resolution by adding that the property be deed restricted to be used as landscape open space only. The Mayor requested a motion to approve the minutes. Bob Wells, "I so move". Helen Alvarez seconded. Motion carried.

PUBLIC COMMUNICATIONS AND PETITIONS

1. Parkwood Condominium Plat Approval - The Community Development Director explained that this project is located on Park Avenue. There are two tri-plexes. The tri-plex before Council is on Woodside Avenue. Planning Commission approval was obtained on August 11. There is approximately \$6,000 in landscaping bonding in place, and the city has asked and received a cash amount of money for the curb, gutter, and sidewalk. Mr. Vance recommended that the Parkwood tri-plex on Woodside be approved. The parking is underground. Bill Coleman, "I move we approve the Parkwood Condominium plat". Tom Shellenberger seconded. Motion carried.

2. Ridgeview Townhouse Condominium Approval - Mike Vance explained that these four units of the first phase, are located in Ridgeview. \$65,000 has been obtained, including letter of credit, landscaping, and revegetation. The Ridgeview Townhouse Condominium has received Planning Commission approval. Tom Shellenberger, "I move we approve the Ridgeview Townhouse Concominium". Bob Wells seconded. Motion carried.

3. Cache at Silver Lake Condominium Approval - The Community Development Director recommended that approval of this project be postponed. Bill Coleman, "I move we postpone condominium approval of Cache at Silver Lake". Bob Wells seconded. Motion carried.

4. Request for Waiver of Building Related Fees for Sewer District, Demolition of Shed Rebuilding on Upper Main Street and Daly Avenue - Mike Vance discussed the Sewer District installation of a sewer line. It is the District's feeling that installation would be better accomplished through the demolition of two sheds. Mr. Vance recommended waiving the demolition fee and the building permit fee, amounting to approximately \$115. Helen Alvarez, "I move that we approve the request to waiver building related fees for the Sewer District, demolition of shed rebuilding on upper Main Street". Bob Wells seconded. Motion carried.

5. Petition for Annexation of Area Known as Iron Canyon Subdivision, Northwest of Thaynes Canyon - The Community Development Director described the location being on the north side of Thaynes Canyon Subdivision and invited the Planning Director to further clarify by illustration of a map. Mr. Ligety stated that the area involved approximately 56 acres. There are presented two homes on the area and speculated that there will be 41 additional homes. The petition has been reviewed by the staff, and through the Planning Commission. There was a preliminary plan approval given, subject to annexation, by the Planning Commission. The staff recommends petition acceptance. Access, water, and fire protection were discussed. Bob Wells, "I move that we receive the Iron Canyon Annexation Petition, subject to verification of signatures". Tom Shellenberger seconded. Motion carried.

6. Request to Sell Beer at City Park on August 28 and 29, and September 3, 4, and 5 - Tom Shellenberger, "I move we approve the request for sale of beer at City Park August 28, 29, and September 3, 4 and 5". Bob Wells seconded. Motion carried. Bill Coleman suggested that the Chief of Police monitor this activity and report back to Council.

7. Aerie II Subdivision Plat Approval - The City Attorney explained that this is the eleven lot addition to the Aerie Subdivision on Masonic Hill. The plat has been approved by the City Engineer, and the bonding is in place as a part of the bonding of the initial 88 lots of the Subdivision. The city is holding a bond that is approximately \$3.2 million to cover tanks, roads, curb, gutter, sidewalks, etc. The staff recommends plat approval. Helen Alvarez, "I move that we approve the subdivision plat for Aerie Phase II". Tom Shellenberger seconded. Motion carried.

COMMUNICATIONS AND REPORTS FROM COUNCIL

Helen Alvarez reported that through a bill passed last Thursday that ski areas are considered sport facilities and applicable for IRB's.

Ms. Loble pointed out that there will be no regularly scheduled meetings September 2, September 9, and September 16 (League of Cities and Towns convention). If some urgent business arises, it may be dealt with in work session, or possibly a regular session on September 9.

RESIGNATIONS AND APPOINTMENTS

None before Council

ORDINANCES

1. An Ordinance Adopting the 1982 Building and Building - This ordinance has been reviewed by Council and the staff, and a public hearing has been held. Bob Wells, "I move adoption of this ordinance". Helen Alvarez seconded. Motion carried. Bob Wells stated that the ordinance will be effective upon publication, and further disclosed that he is involved in a project that under the present ordinance would not require sprinkling, but as of next Thursday would require sprinkling. He further stated that it is his intent to obtain a building permit prior to next Thursday.

2. An Ordinance Establishing a 5% Franchise Tax on Telephone, Electrical, and Natural Gas Utilities - The City Manager explained that this is a part of the Council's budgetary intent to raise the franchise tax from 2.5% to 5% (6% maximum). The current ordinance needs to be amended to enact the increased franchise tax. Besides the obvious revenue raising reasoning in increasing this tax, it is also demonstrates to the legislature that Park City has utilized every possible revenue taxing alternative.

Ms. Loble discussed the two committees that she and the Mayor have been serving together, and from which they will make recommendations to the League of Cities and Towns. One committee is involved with the redistribution of liquor enforcement revenue so that the monies are distributed on sales rather than population. Their recommendation is that half be distributed based on population, and the other half would be compromise that would help high sale communities. With regard to resort communities, the City Manager discussed the real estate transfer tax, and the differential sales tax, available on a location option basis to assist resorts. These resolutions will be presented tomorrow at the Revenue and Taxation Committee, then to the Board, then to the Resolution Committee, and then to the convention of the League of Cities and Towns.

Helen Alvarez, "I move that we adopt an ordinance establishing a 5% franchise tax". Bob Wells seconded. Motion carried.

3. An Ordinance Amending Ordinance 82-17, Setting Fees for Development Related to City Services - The need for this ordinance was prompted by an existing structure, requesting conversion to condominiums. The plat and use have not altered, and it was recommended by the Community Development Director to change the fee, in instances like this, from \$200 per unit/1,000 sq. ft. to \$25 per unit/1,000 sq. ft. The Planning Director suggested the following change in Subsection (c), adding "and the building was completed in accordance with the conditions of its original building permit and planning approval". Discussion ensued regarding the five year review stipulation. Helen Alvarez, "I move that we approve an Ordinance amending Ordinance 82-16, setting fees for development related to city services". Tom Shellenberger seconded. Motion carried.

UNFINISHED BUSINESS

None before Council.

NEW BUSINESS

1. Resolution Adopting the 1982-83 Redevelopment Agency Implementation Program

2. Resolution Rescinding R-21-82 Condemning
Right-of-Way Across Mellow Mountain Road Connection

Bob Wells, "I move that we adopt Items 1 and 2 under New Business". Tom Shellenberger seconded. Motion carried.

3. Approval of the Issuance of Tax Anticipation Notes
- The City Manager explained that taxes levied by Park City for the Redevelopment Agency and the General Fund will be paid largely in December, with the remaining portion through January and June of next year. In anticipation in receiving those funds, however, the city has a number of outstanding obligations, particularly for Redevelopment, but also for the on-going operating budget. For that reason, the city is requesting a loan, anticipating repayment from taxes due later in the year. The city has received three bids; the low bid from First Security Bank at 8.25% for \$1,725,000 in tax anticipation funds. The 8.25% is under the bids received from Silver King of 8.75% and 9.75%, and Zion's of 10.5% and 10.6%. These are substantially less than the recent tax anticipation notes that have been sold for other communities. The city plans reinvestment in a TCD at 9.5%. The City Manager recommends approval of the issuance of tax anticipation notes to First Security Bank. Helen Alvarez, "I so move". Bob Wells seconded. Motion carried.

Mayor Green adjourned the meeting.

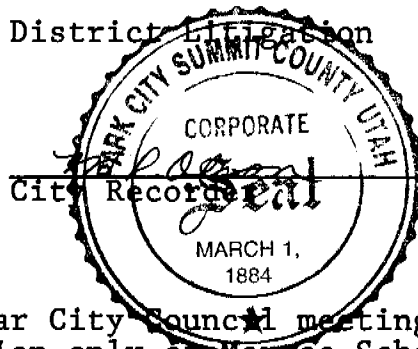
* * * * *

MEMORANDUM OF CONVENING EXECUTIVE SESSION
PARK CITY, UTAH
MINER'S HOSPITAL/LIBRARY
1:00 P.M.

Members Present: Mayor Green
Tina Lewis
(Motion to Close) Tom Shellenberger
Bill Coleman
Bob Wells
Helen Alvarez

Also Present: Arlene Loble, City Manager
Tom Clyde, City Attorney
Mike Vance, Community Dev. Dir.

Subjects Discussed: Fire District ~~Litigation~~



Prepared by Janet M. Scott

NOTE: There will be no regular City Council meeting held September 2, 1982. Work session only at Harsac School at 2 p.m.

There will be no regular City Council meeting held on September 9, 1982.

There will be no regular City Council meeting held on September 16, 1982.

September 28, 2022

Ridgeview Townhouse Condominium Homeowners Association
3030, 3040, 3045, 3055 Ridgeview Dr., Park City, UT 84060
Attn: Homeowners Association

Re: Townhouse #3B: Existing interior "as-built" family room below master bedroom
Owners: Andrew & Patricia Widin

This letter is written for clarification of a modification that appears to have been made by prior owner and/or developer prior to the purchase of said property by Andrew & Patricia Widin in March 2022. Their exists a built-out/finished family room (approx. 14' x 21') that occurs directly under the master bedroom and within the footprint of the existing structure/within the perimeter footings (3045 Ridgeview Drive) is indicated as "limited common space". Said new owners would like to include this with a condominium plat amendment to incorporate this added area, and commence remodeling of said room upon receipt of a building permit by Park City Municipal.

See attached recorded map for location.

The current owners would like clarification that these items may remain.

Current owners would also like to clarify via this document that:

HOA responsibilities would include exterior siding, and painting

Owner responsibility would include windows, and all interior of this enclosed area

Homeowner President: Jack Watson, owner of 3055 Ridgeview Drive, Park City, UT 84060

Homeowner Treasurer: Laura Callahan, owner of 3040 Ridgeview Drive, Park City, UT 84060
Date: _____

Homeowner Secretary: Joan Fillipini, owner of 3030 Ridgeview Drive, Park City, UT 84060
Date: _____

Date: _____

Note: These three above parties also represent all the other owners associated with this HOA.

New Owners of 3045 Ridgeview Drive, Park City, UT 84060: Andrew & Patricia Widin


Date: 9.28.2022
Andrew Widin
Date: _____

September 28, 2022

Ridgeview Townhouse Condominium Homeowners Association
3020, 3030, 3045, 3055 Ridgeview Dr., Park City, UT 84060
Attn: Homeowners Association

Re: Townhouse #3B Northwest Balcony Limited Common Area
Owners: Andrew & Patricia Widin

This letter is written for clarification of a modification that appears to have been made by prior owner and/or developer prior to the purchase of said property by Andrew & Patricia Widin in March 2022. The balcony that occurs at northwest side of said unit #3B (3045 Ridgeview Drive) is indicated as "limited common space". As defined in the CC&R's, this limited common space is for the exclusive use of said owners of unit #3B (3045 Ridgeview) only. It appears that an exterior wall may have been added, including siding, sliding door, and window, along with a sloped roof (by prior owner and/or developer). Said new owners would like to include this with a condominium plat amendment to incorporate this added area, and commence remodeling of said room upon receipt of a building permit by Park City Municipal.

See attached recorded map for location.

The current owners would like clarification that these items may remain.

Current owners would also like to clarify via this document that:

- HOA responsibilities would include the roof and painting
- Owner responsibility would include sliding door/window, and interior of this enclosed area
- This limited common space area is for the exclusive use of owners of unit #3B (3045 Ridgeview) and may be utilized for as private interior space for quiet use, including furnishings and surface treatments, in accordance with maintaining the exterior appearance.

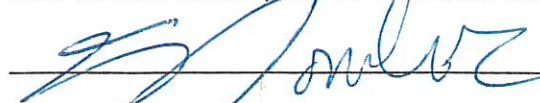
Homeowner President: Jack Watson, owner of 3055 Ridgeview Drive, Park City, UT 84060

Date: _____

Homeowner Treasurer: Laura Callahan, owner of 3030 Ridgeview Drive, Park City, UT 84060

Date: _____

Homeowner Secretary: Ed Towle or Joan Fillipini, owners of 3020 Ridgeview Drive, Park City, UT 84060

 _____ Date: 9/30/22

Note: These three above parties also represent all the other owners associated with this HOA.

New Owners of 3045 Ridgeview Drive, Park City, UT 84060: Andrew & Patricia Widin

Date: _____

Date: _____

September 28, 2022

Ridgeview Townhouse Condominium Homeowners Association
3020, 3030, 3045, 3055 Ridgeview Dr., Park City, UT 84060
Attn: Homeowners Association

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Owners: Andrew & Patricia Widin

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See attached recorded map for location.


The current owners would like clarification that these items may remain.

Current owners would also like to clarify via this document that:

- **HOA responsibilities would include the roof and painting**
- **Owner responsibility would include sliding door/window, and interior of this enclosed area**
- **This limited common space area is for the exclusive use of owners of unit #3B (3045 Ridgeview) and may be utilized for as private interior space for quiet use, including furnishings and surface treatments, in accordance with maintaining the exterior appearance.**

Homeowner President: Jack Watson, owner of 3055 Ridgeview Drive, Park City, UT 84060

Homeowner Treasurer: Laura Callahan, owner of 3030 Ridgeview Drive, Park City, UT 84060

 Date: 9/30/22

Homeowner Secretary: Ed Towle or Joan Fillipini, owners of 3020 Ridgeview Drive, Park City, UT 84060

Date: _____

Note: These three above parties also represent all the other owners associated with this HOA.

New Owners of 3045 Ridgeview Drive, Park City, UT 84060: Andrew & Patricia Widin

Date: _____

Date: _____

September 28, 2022

Ridgeview Townhouse Condominium Homeowners Association
3020, 3030, 3045, 3055 Ridgeview Dr., Park City, UT 84060
Attn: Homeowners Association

Re: Townhouse #3B: **Existing interior "as-built" family room below master bedroom**
Owners: Andrew & Patricia Widin

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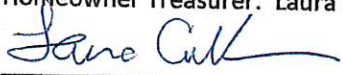
The current owners would like clarification that these items may remain.

Current owners would also like to clarify via this document that:

- **HOA responsibilities would include painting**
- **Owner responsibility would include windows, and all interior of this enclosed area**

Homeowner President: Jack Watson, owner of 3055 Ridgeview Drive, Park City, UT 84060

Date: _____
Homeowner Treasurer: Laura Callahan, owner of 3030 Ridgeview Drive, Park City, UT 84060

 _____
Date: 9/30/22

Homeowner Secretary: Ed Towle or Joan Fillipini, owners of 3020 Ridgeview Drive, Park City, UT 84060

Date: _____

Note: These three above parties also represent all the other owners associated with this HOA.

New Owners of 3045 Ridgeview Drive, Park City, UT 84060: Andrew & Patricia Widin

Date: _____

Date: _____

Makena Hawley

From: Park Station <parkstationutah@gmail.com>
Sent: Sunday, October 2, 2022 4:49 PM
To: Makena Hawley
Cc: Jaron Ehlers; Andrew Widin
Subject: [External] 4th of 4 HOA letters approving plan (100%), 3045 Ridgeview

Follow Up Flag: Follow up
Flag Status: Flagged

[CAUTION] This is an external email.

September 28, 2022

Ridgeview Townhouse Condominium Homeowners Association
3030, 3040, 3045, 3055 Ridgeview Dr., Park City, UT 84060
Attn: Homeowners Association

Re: Townhouse #38: Existing interior "as-built" family room below master bedroom
Owners: Andrew & Patricia Widin

This letter is written for clarification of a modification that appears to have been made by prior owner and/or developer prior to the purchase of said property by Andrew & Patricia Widin in March 2022. There exists a built-out/finished family room (approx. 14' x 21') that occurs directly under the master bedroom and within the footprint of the existing structure/within the perimeter footings (3045 Ridgeview Drive) is indicated as "limited common space". Said new owners would like to include this with a condominium plat amendment to incorporate this added area, and commence remodeling of said room upon receipt of a building permit by Park City Municipal.

See attached recorded map for location.

The current owners would like clarification that these items may remain.

Current owners would also like to clarify via this document that:

- HOA responsibilities would include exterior siding, and painting
- Owner responsibility would include windows, and all interior of this enclosed area

Homeowner President: Jack Watson, owner of 3055 Ridgeview Drive, Park City, UT 84060

Homeowner Treasurer: Laura Callahan, owner of 3040 Ridgeview Drive, Park City, UT 84060

Homeowner Secretary: Joan Fillipini, owner of 3030 Ridgeview Drive, Park City, UT 84060

Note: These three above parties also represent all the other owners associated with this HOA

New Owners of 3045 Ridgeview Drive, Park City, UT 84060: Andrew & Patricia Widin

Andrew Widin
Date: 9-28-2022

September 28, 2022

Ridgeview Townhouse Condominium Homeowners Association
3020, 3030, 3045, 3055 Ridgeview Dr., Park City, UT 84060
Attn: Homeowners Association

Re: Townhouse #3B Northwest Balcony Limited Common Area
Owners: Andrew & Patricia Widin

This letter is written for clarification of a modification that appears to have been made and/or developer prior to the purchase of said property by Andrew & Patricia Widin in balcony that occurs at northwest side of said unit #3B (3045 Ridgeview Drive) is indicative of common space". As defined in the CC&R's, this limited common space is for the exclusive use of unit #3B (3045 Ridgeview) only. It appears that an exterior wall may have been added including siding, sliding door, and window, along with a sloped roof (by prior owner or developer). Said new owners would like to include this with a condominium plat and incorporate this added area, and commence remodeling of said room upon receipt of permit by Park City Municipal.

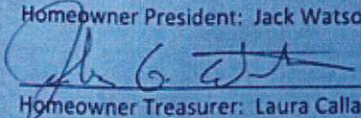
See attached recorded map for location.

The current owners would like clarification that these items may remain.

Current owners would also like to clarify via this document that:

- HOA responsibilities would include the roof and painting
- Owner responsibility would include sliding door/window, and interior of this area
- This limited common space area is for the exclusive use of owners of unit #3B (3045 Ridgeview) and may be utilized for as private interior space for quiet use, indoor storage, and surface treatments, in accordance with maintaining the exterior appearance.

Homeowner President: Jack Watson, owner of 3055 Ridgeview Drive, Park City, UT 84060

 Date: 09/21/22

Homeowner Treasurer: Laura Callahan, owner of 3030 Ridgeview Drive, Park City, UT 84060

Date: _____

Homeowner Secretary: Ed Towle or Joan Fillipini, owners of 3020 Ridgeview Drive, Park City, UT 84060

Page 1 / 2



Date: _____

Sent from my iPhone

8/24/22

Condominium Plat Map Amendment
3045 Ridgeview Dr., Park City, UT



Written description statement of condominium plat amendment:

Property was purchased in 2022 by Andrew & Patricia Widin. No disclosures were given that any modifications had occurred to subject property. Upon submittal of a building permit to commence remodeling of said 1982 townhouse, it was brought to our attention by Park City Municipal that there was non-conformance with the existing recorded plat map #195854.

It is believed by discussions with long-term neighbors of the H.O.A. and by the construction of these improvements, that they were likely performed by the existing builder at time of original construction, but were not in conformance with recorded plat.

This condominium plat map amendment is merely being submitted to show existing as-built conditions for this condominium unit. (referred to on plat map as unit #3-B).

Existing as-built conditions being reflected on revised condominium plat map amendment:

1. Within the perimeter footings of the existing townhouse, and directly below the Main level, located in the Lower level, was constructed a family room, with approximate dimensions of 15' x 24' (360 s.f. total), which was framed with drywall walls/ceiling, carpeted flooring over concrete slab, windows. This is constructed at the southeast portion of lower level and is accessed from the common stairway.
2. The limited common space patio located on plat map Main Level was built with extended roofing and exterior wall, and was framed with installed window and sliding door to exterior, as an extension of the master bedroom. This deviates from original plat map which does not show this with roof, exterior wall or as part of interior of structure. This plat amendment is to indicate this as interior space and not a limited common ownership space. A legal document is being executed by the H.O.A. which will indicate acceptance of this revision, with all costs of maintenance and repair by said unit owner and not the H.O.A.

City Council Staff Report



Subject: Nightly Rentals and Fractional Use in Chatham Crossing Subdivision, Solamere Subdivision No. 1 & No. 2A, West Ridge Subdivision, and West Ridge Subdivision Phase 2

Applications: PL-22-05391; PL-22-05403; PL-22-05471

Author: Spencer Cawley, Planner II

Date: February 16, 2023

Type of Item: Legislative – Land Management Code Amendment

Recommendation

(I) Review the proposed Land Management Code amendment to prohibit Fractional Use in Solamere Subdivision No. 1 & No. 2A and to prohibit Nightly Rentals and Fractional Use in West Ridge Subdivision & West Ridge Subdivision Phase 2 and Chatham Crossing Subdivision,¹ (II) hold a public hearing, and (III) consider approving Ordinance No. 2023-06 (Exhibit A).

Description

Applicant: Carol Dalton, representing the Chatham Hills Homeowner's Association; Charles Haggerty, representing the Solamere Homeowner's Association; and John Feasler, representing the West Ridge Homeowner's Association

Amended LMC Section § 15-2.13-2 *Residential Development – Uses*

Reason for Review: Land Management Code amendments require Planning Commission review and recommendation to the City Council for Final Action²

CC&Rs	Covenants, Conditions, & Restrictions
HOA	Homeowner's Association
LMC	Land Management Code
RD	Residential Development

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

¹ Chatham Hills originally requested the Timeshares also be prohibited; Timeshares are already prohibited in the Residential Development Zoning District.

² LMC [§ 15-1-7\(B\)\(1\)](#)

Summary

On January 11, 2023, the Planning Commission reviewed the Land Management Code amendments to prohibit Fractional Use in Solamere Subdivision No. 1 & No. 2A and to prohibit Nightly Rentals and Fractional Use in West Ridge Subdivision & West Ridge Subdivision Phase 2 and Chatham Crossing Subdivision, held a public hearing, and forwarded a unanimous positive recommendation for City Council's consideration.

Background

Chatham Crossing Subdivision, also known as Chatham Hills Homeowner's Association (Chatham Crossing), the Solamere Subdivision No. 1 & No. 2A (Solamere), the West Ridge Subdivision, and the West Ridge Subdivision Phase 2 (West Ridge) are all in the Residential Development (RD) Zoning District. Pursuant to LMC [§ 15-2.13-2](#), Nightly Rentals are an Allowed Use, Fractional Ownership is a Conditional Use,³ and Timeshares are prohibited in the RD Zoning District.

Chatham Crossing Subdivision – Prospector Neighborhood

On September 21, 2022, Chatham Crossing (also known as Chatham Hills HOA) applied to amend Land Management Code (LMC) [§ 15-5.13-2](#) to prohibit Nightly Rentals, Fractional Use, and Timeshares⁴ in their subdivision. In total, 81% of property owners in the subdivision support this amendment. See Exhibit B to review Chatham Crossing's statement to review property owner support.

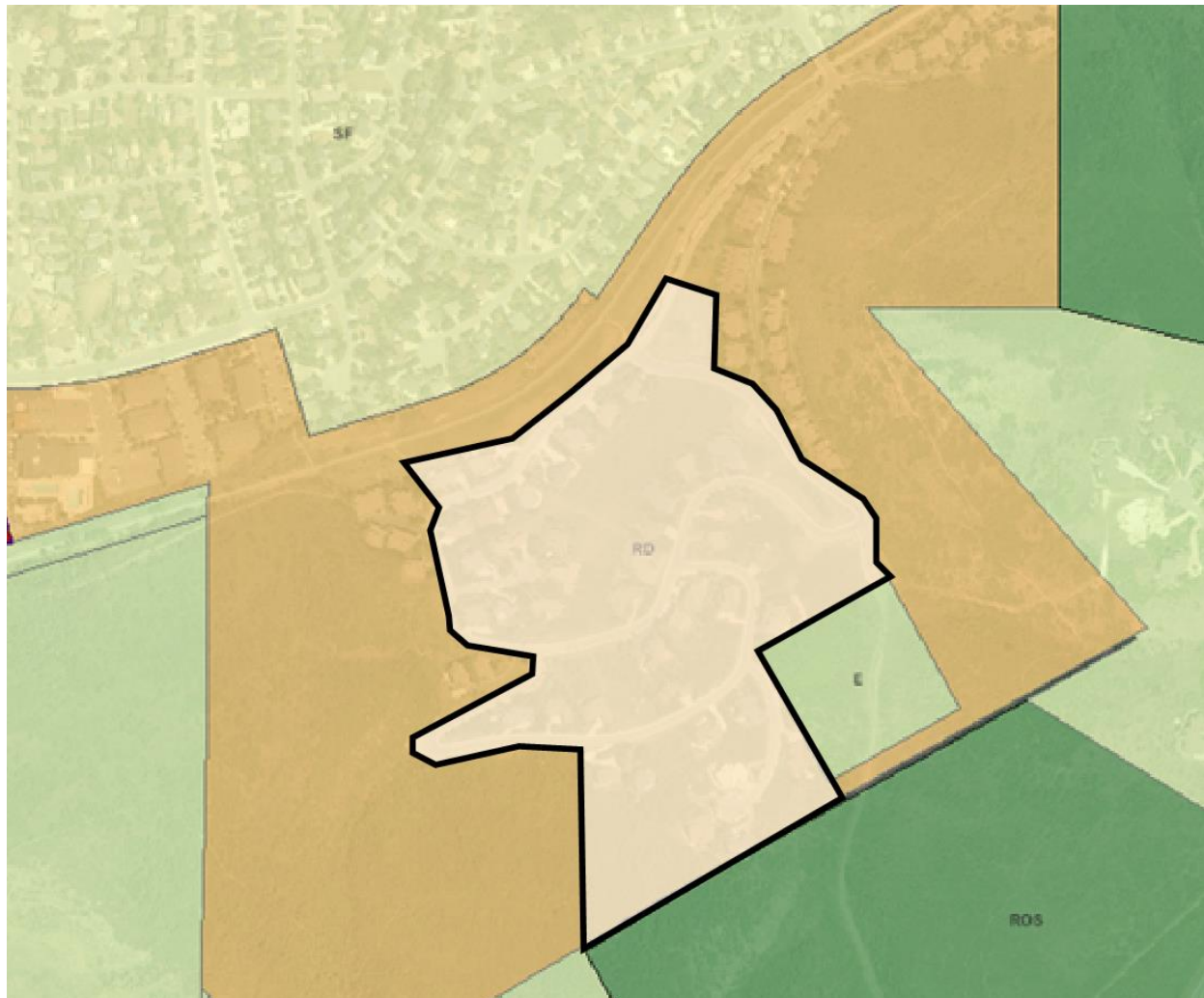
Chatham Crossing contains 53 Lots. Nine Lots within the Subdivision are undeveloped. In total, 44 of the 53 Lots are developed (83%). The map on the following page is from the Summit County Parcel viewer and shows the general location of Chatham Crossing in the Prospector Neighborhood:

³ The City Council's Pending Ordinance issued on October 28, 2022, prohibits Fractional Use of Dwelling Units in the Residential Development Zoning District for six months while additional LMC amendments are reviewed by the Planning Commission and recommended to the City Council.

⁴ Timeshares are a Prohibited Use in the Residential Development Zoning District.



The following map shows the location of Chatham Crossing within the RD Zoning District. The subdivision abuts the Recreation And Open Space and Estate Zoning Districts:



Of the 53 property owners in Chatham Crossing, 43 expressed support to amend the LMC to prohibit Nightly Rentals, Fractional Use, and Timeshares. There are no active Nightly Rental Business Licenses within the subdivision. This pending LMC amendment prohibits any property owner in Chatham Crossing from obtaining a Business License for Nightly Rentals.

Solamere Subdivision No. 1 & No. 2A – Lower Deer Valley Neighborhood

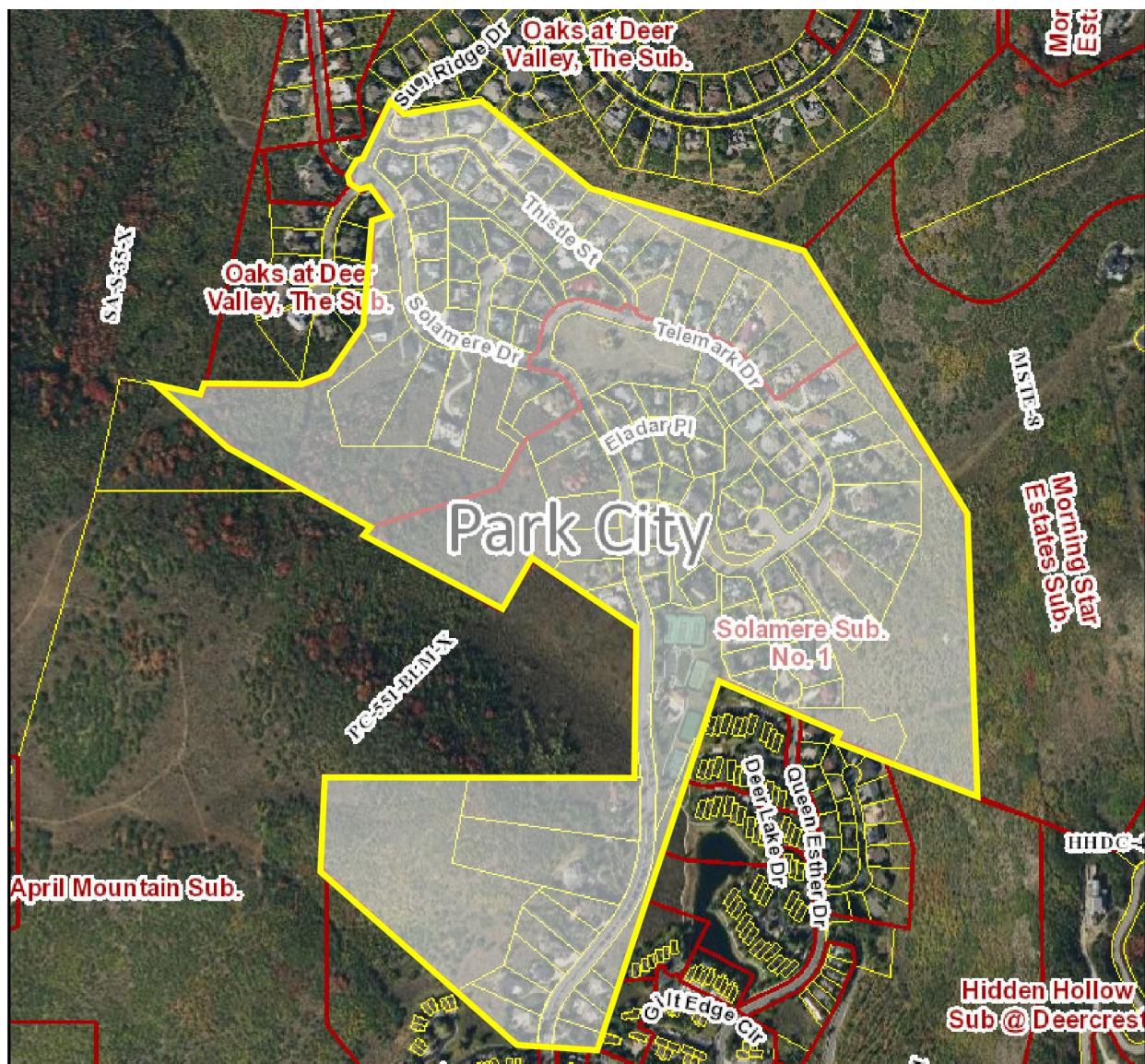
On September 30, 2022, Solamere applied to amend LMC [§ 15-5-13.2](#) to prohibit Nightly Rentals and Fractional Use in their Subdivisions. However, on January 5, 2023, Solamere's Representative withdrew the request to restrict Nightly Rentals but is continuing with the amendment to the LMC to prohibit Fractional Use. Solamere did not include a survey of property owners that support applying for this LMC amendment. However, the president of Solamere's Board of Trustees included a letter with their

application stating the following:

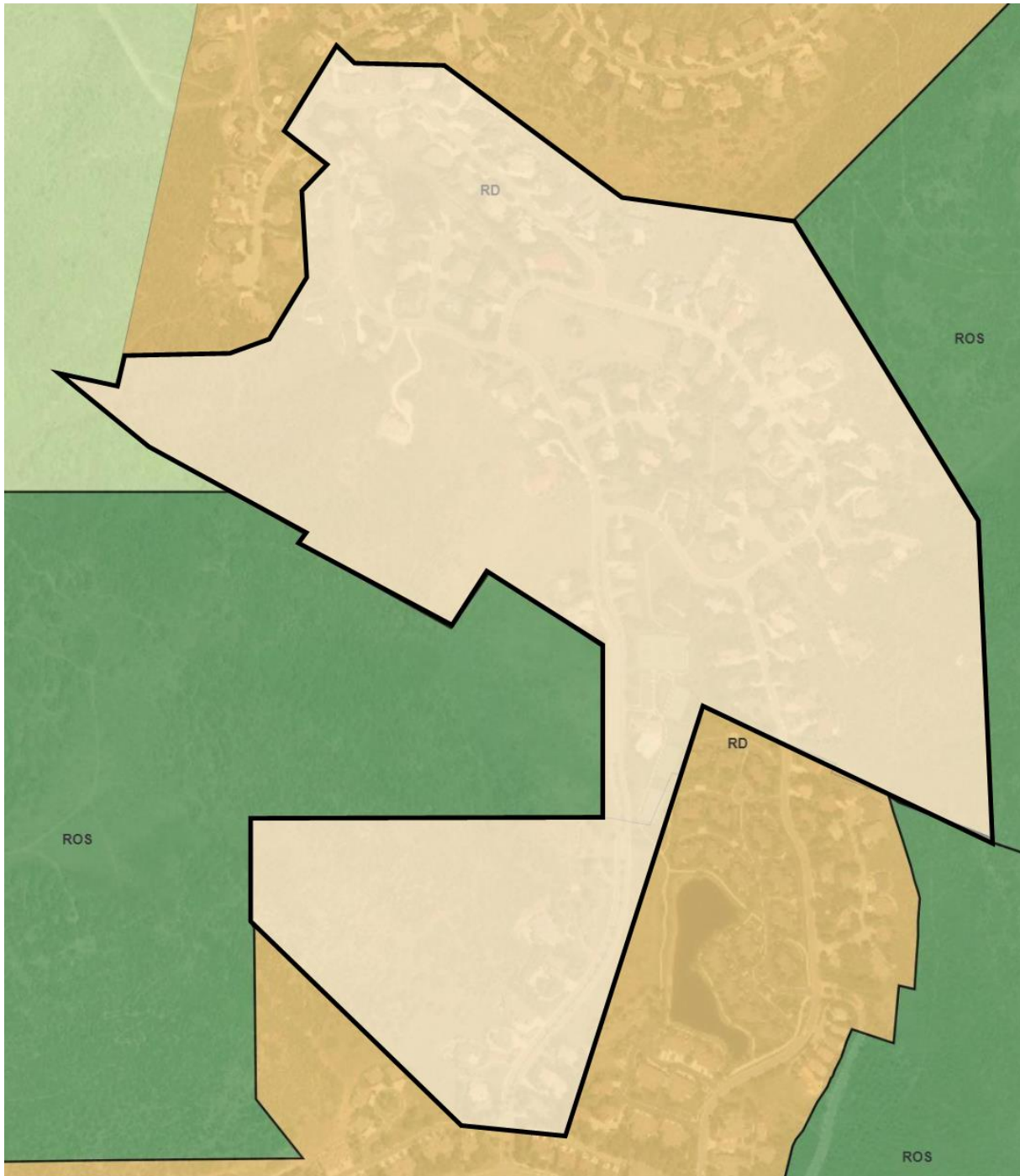
“The Solamere Homeowners Association Board believes that Fractional Ownership as it is defined [...] is inconsistent with the residential character of our neighborhood. Therefore, we request that [the City Council and Planning Commission] put our community in a zone which does not allow it, or otherwise make our community an exception to allowing Fractional Ownership” (Exhibit C).

The Applicant also states there are 111 property owners and 50% are primary residents.

The map below is from the Summit County Parcel viewer and shows the general location of Solamere Subdivision No. 1 & No. 2A in the Lower Deer Valley Neighborhood:



The following map shows the location of Solamere Subdivisions No. 1 & No. 2A within the RD Zoning District. The subdivision abuts the Recreation And Open Space and Estate Zoning Districts:



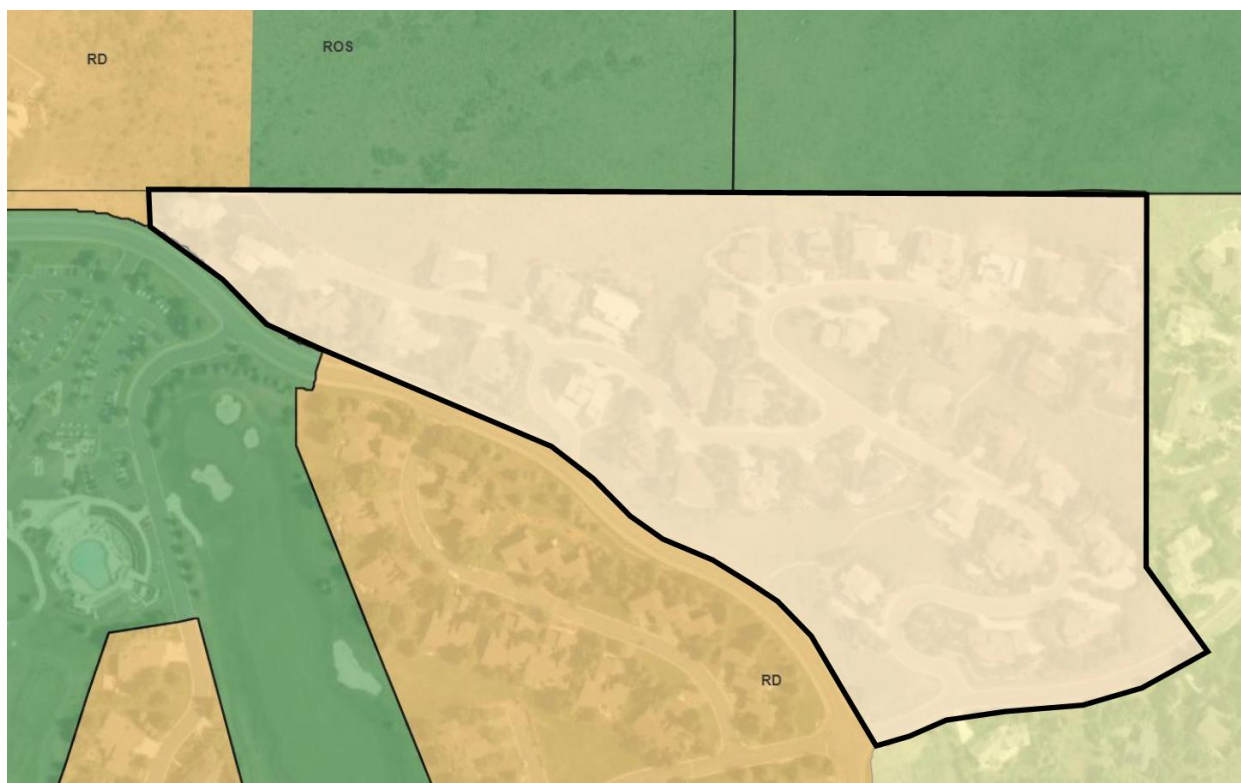
West Ridge Subdivision and West Ridge Subdivision Phase 2 – Park Meadows Neighborhood

On December 6, 2022, West Ridge applied to amend LMC [§ 15-5-13.2](#) to prohibit Nightly Rentals and Fractional Use in their subdivisions. In total, 88% of property owners in the subdivision support this amendment. See Exhibit D to review West Ridge HOA's and property owner support.

West Ridge contains 41 Lots. Two Lots within the Subdivisions are undeveloped. In total, 39 of the 41 Lots are developed (95%). The map below is from the Summit County Parcel viewer and shows the general location of West Ridge Subdivision and West Ridge Subdivision Phase 2 in the Park Meadows Neighborhood:



The following map shows the location of West Ridge within the RD Zoning District. The subdivision abuts the Recreation And Open Space and Single-Family Zoning Districts:



Of the 40 property owners in West Ridge, 35 expressed support to amend the LMC to prohibit Nightly Rentals and Fractional Use. There are no active Nightly Rental Business Licenses within the subdivisions. This pending LMC amendment prohibits any property owner in West Ridge from obtaining a Business License for Nightly Rentals.

Analysis

(I) The proposed Land Management Code Amendment to prohibit Nightly Rentals and Fractional Use in the Chatham Crossing, Solamere, and West Ridge Subdivisions complies with the Park City General Plan and Land Management Code.

The LMC implements the goals and policies of the Park City General Plan.⁵ The General Plan identifies *Sense of Community* as one of the core values and a key method to preserving areas within Park City for primary residents. Goal 7 of the General Plan is to create a diversity of primary housing opportunities to address the changing needs of residents. Objective 7B is to focus efforts for diversity of primary housing stock within primary residential neighborhoods to maintain majority occupancy by full time residents within these neighborhoods.⁶

⁵ LMC [§ 15-1-2](#)

⁶ Park City General Plan Volume I, [Sense of Community](#), p. 5

Goal 8 of the General Plan is to increase affordable housing opportunities. Objective 8C of the General Plan is to increase housing ownership opportunities for workforce within primary residential neighborhoods.⁷

RESIDENTIAL DEVELOPMENT LMC ANALYSIS

Chatham Crossing, Solamere, and West Ridge Subdivisions are within the Prospector, Lower Deer Valley, and Park Meadows neighborhoods, respectively.

The purposes of the RD Zoning District are to:

1. allow a variety of Residential Uses that are Compatible with the City's Development objectives, design standards, and growth capabilities,
2. encourage the clustering of residential units to preserve natural Open Space, minimize Site disturbance and impacts of Development, and minimize the cost of municipal services,
3. allow commercial and recreational activities that are in harmony with residential neighborhoods,
4. minimize impacts of the automobile on architectural design,
5. promote pedestrian connections within Developments and between adjacent Areas; and
6. provide opportunities for variation in architectural design and housing types.⁸

Per LMC [§ 15-2.13-2](#), the RD Zoning District allows Nightly Rentals and Fractional Use (as a Conditional Use, but currently prohibited subject to the pending ordinance) in the Chatham Crossing, Solamere, and West Ridge Subdivisions. However, Footnote three addresses the prohibition of Nightly Rentals and Fractional Use in other Subdivisions:

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

Prohibiting Nightly Rentals and Fractional Use in Chatham Crossing and West Ridge, and prohibiting Fractional Use in Solamere, is consistent with the General Plan as well as within some of the neighboring Zoning Districts of the Prospector, Lower Deer Valley, and Park Meadows Neighborhoods, outlined in Footnote three above.

There is precedent for the proposed LMC amendment within the RD Zoning District in Prospector, Lower Deer Valley, and Park Meadows because other Subdivisions have restricted Nightly Rentals through an LMC amendment. Furthermore, these same Subdivisions were included as prohibiting Fractional Use pursuant to [Ordinance No. 2022-21](#).

⁷ Park City General Plan Volume I, [Sense of Community](#), p. 8

⁸ LMC [§ 15-2.13-1](#)

Since 2014, the City Council has approved Land Management Code amendments prohibiting Nightly Rentals in several other instances within the Residential Development Zoning District, described below.

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

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

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

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

In 2021, the Hidden Oaks at Deer Valley Subdivision, Phases 2 and 3 petitioned the City to amend the Land Management Code to prohibit Nightly Rentals in their subdivision. On November 10, 2021, the Planning Commission unanimously forwarded a positive recommendation to City Council for consideration ([Staff Report](#); [Minutes](#), p. 8). On December 16, 2022, the City Council passed [Ordinance No. 2021-52](#), *An Ordinance Amending Land Management Code Section 15-2.13-2 to Prohibit Nightly Rentals in the Hidden Oaks at Deer Valley Subdivision Phases 2 and 3* ([Staff Report](#); [Minutes](#), p. 14).

On October 27, 2022, the City Council directed Planning Staff to evaluate Timeshares,

Private Residence Clubs, and Fractional Use in three Zoning Districts. One of those zones is the Residential Development Zoning District. On October 28, 2022, staff issued a pending ordinance temporarily prohibiting these uses in the RD Zoning District as part of the evaluation ([Minutes, p. 10-13](#)).

The residents in the Chatham Crossing, Solamere, and West Ridge Subdivisions request an amendment to the LMC as indicated in the Summary of this report. Staff recommends amending LMC [§ 15-2.13-2](#) as follows:

Existing Footnote #3:

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

Proposed Footnote #3:

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

Existing Footnote #19:

Requires an Administrative Letter. See Section 15-4-23, Dwelling Unit, Fractional Use.

Proposed Footnote #19:

Requires an Administrative Letter. See Section 15-4-23, Dwelling Unit, Fractional Use. Dwelling Unit, Fractional Use is not permitted in the April Mountain, Mellow Mountain Estates Subdivisions, Meadows Estates Subdivision Phases #1A and #1B, Fairway Meadows Subdivision, Hidden Oaks at Deer Valley Phases 2 and 3, Chatham Crossing Subdivision, West Ridge Subdivision and West Ridge Subdivision Phase 2, and Solamere Subdivision No.1 and No 2A.

Department Review

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

Notice

Staff published notice on the City's website and the Utah Public Notice website on December 24, 2022. Staff posted notice to each Subdivision and mailed courtesy notice to all property owners within each Subdivision on December 28, 2022. The *Park Record*

published notice on December 24, 2022.⁹

Public Input

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

Alternatives

- The City Council may approve Ordinance No. 2023-06; or
- The City Council may deny Ordinance No. 2023-06; or
- The City Council may request additional information and continue the discussion to a later date.

Exhibits

Exhibit A: Draft Ordinance No. 2023-06

Exhibit B: Chatham Crossing HOA Statement and Property Owner Support

Exhibit C: Statement from the President of the Solamere HOA Board of Trustees

Exhibit D: West Ridge HOA Statement and Property Owner Support

⁹ LMC [§ 15-1-21](#)

Ordinance No. 2023-06

AN ORDINANCE AMENDING LAND MANAGEMENT CODE SECTION 15-2.13-2 TO PROHIBIT NIGHTLY RENTALS AND FRACTIONAL USE IN THE CHATHAM CROSSING SUBDIVISION, THE WEST RIDGE SUBDIVISION, AND THE WEST RIDGE SUBDIVISION PHASE 2, AND TO PROHIBIT FRACTIONAL USE IN THE SOLAMERE SUBDIVISIONS NO. 1 & NO. 2A

WHEREAS, property owners within the Chatham Crossing Subdivision, the Solamere Subdivision No. 1 & No. 2A, the West Ridge Subdivision, and the West Ridge Subdivision Phase 2 petitioned the City Council to amend the Land Management Code to prohibit Nightly Rentals and Fractional Use in the Chatham Crossing Subdivision, the Solamere Subdivision No. 1 & No. 2A, the West Ridge Subdivision, and the West Ridge Subdivision Phase 2; and

WHEREAS, on December 28, 2022, staff posted notice according to the requirements of the Land Management Code; and

WHEREAS, on December 28, 2022, staff mailed courtesy notice to all affected property owners and legal notice was published in the Park Record and the City and Utah Public Notice Websites; and

WHEREAS, on January 11, 2023, the Planning Commission held a public hearing to receive input on the proposed Land Management Code amendments;

WHEREAS, on January 11, 2023, the Planning Commission forwarded a positive recommendation to the City Council;

WHEREAS, on February 16, 2023, the City Council held a public hearing;

WHEREAS, it is in the best interest of Park City, Utah, to amend the Land Management Code to prohibit Nightly Rentals and Fractional Use in the Chatham Crossing Subdivision, the West Ridge Subdivision, and the West Ridge Subdivision Phase 2, and prohibit Fractional Use in the Solamere Subdivisions No. 1 & No. 2A; and,

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

- 1) The purposes of this chapter are to:
 - a. provide for the health, safety, and welfare;
 - b. promote the prosperity;
 - c. improve the morals, peace, good order, comfort, convenience, and aesthetics of each municipality and each municipality's present and future inhabitants and businesses;
 - d. protect the tax base;
 - e. secure economy in government expenditures;

- f. foster the state's agricultural and other industries;
- g. protect both urban and nonurban development;
- h. protect and ensure access to sunlight for solar energy devices;
- i. provide fundamental fairness in land use regulation;
- j. facilitate orderly growth and allow growth in a variety of housing types; and
- k. protect property values.

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

SECTION 1. FINDINGS. The analysis section of the staff reports of January 11, 2023, and February 16, 2023, are incorporated herein. The recitals above are incorporated herein as findings of fact.

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

SECTION 3. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 16th day of February 2023.

PARK CITY MUNICIPAL CORPORATION

Nann Worel, MAYOR

ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney's Office

Attachment 1

15-2.13-2 Uses

Uses in the RD District are limited to the following:

A. ALLOWED USES.

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

B. CONDITIONAL USES.

1. Triplex Dwelling⁶

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

- 46 25. Restaurant, Outdoor Dining¹⁰
- 47 26. Outdoor Event¹⁰
- 48 27. Bar^{6,9}
- 49 28. Hospital, Limited Care Facility^{6,9}
- 50 29. Parking Area or Structure with five (5) or more spaces
- 51 30. Temporary Improvement¹⁰
- 52 31. Passenger Tramway Station and Ski Base Facility¹¹
- 53 32. Ski Tow, Ski Lift, Ski Run, and Ski Bridge¹¹
- 54 33. Recreation Facility, Public
- 55 34. Recreation Facility, Commercial⁶
- 56 35. Recreation Facility, Private¹⁸
- 57 36. Entertainment Facility, Indoor^{6,9}
- 58 37. Commercial Stables, Riding Academy¹²
- 59 38. Heliport¹²
- 60 39. Vehicle Control Gate¹³
- 61 40. Fences and walls greater than six feet (6') in height from Final Grade¹⁰
- 62 41. Salt Lake City 2002 Winter Olympic Games Olympic Legacy Displays¹⁴
- 63 42. Amenities Club
- 64 43. Club, Private Residence Off-Site¹⁵
- 65 44. Dwelling Unit, Fractional Use^{3, 19}

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

68 ¹Nightly rental of Lockout Units requires a Conditional Use permit

69 ²See LMC Chapter 15-4-7, Supplemental Regulations for Accessory Apartments

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

⁴See LMC Chapter 15-4-9 for Child Care Regulations

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

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

⁷See LMC Chapter 15-4-14, Supplemental Regulations for Telecommunications Facilities

⁸See LMC Chapter 15-4-13, Supplemental Regulations for Satellite Receiving Antennas

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

¹⁰Requires an Administrative Conditional Use permit.

¹¹As part of an approved Ski Area Master Plan. See LMC Chapter 15-4-18.

¹²Omitted.

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

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

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

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

- 98 ¹⁷See Section 15-4-7.1, Internal Accessory Dwelling Units.
- 99 ¹⁸See Section 15-4-22, Outdoor Pickleball Courts in Residential Areas.
- 100 ¹⁹Requires an Administrative Letter. See Section 15-4-23, Dwelling Unit, Fractional Use. Dwelling Unit,
- 101 Fractional Use is not permitted in the April Mountain, Mellow Mountain Estates Subdivisions, Meadows
- 102 Estates Subdivision Phases #1A and #1B, Fairway Meadows Subdivision, Hidden Oaks at Deer Valley
- 103 Phases 2 and 3, Chatham Crossing Subdivision, West Ridge Subdivision and West Ridge Subdivision
- 104 Phase 2, and Solamere Subdivision No.1 and No 2A.

DRAFT

RECEIVED

SEP 21 2022

PARK CITY
PLANNING DEPT.

20 September 2022

RE: Amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Fractional Ownership and Time Shares in Chatham Hills, a subdivision of Chatham Crossing.

Dear Park City Municipal Planning Department,

The Chatham Hills HOA has authorized me to petition the city to make a change to the Land Management Code.

We have collected signatures from 81%, or 43 of the 53 homeowners in support of an amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Fractional Ownership and Time Shares in Chatham Hills, a subdivision of Chatham Crossing.

Attached are the signed forms showing this support from our lot and home owners.

On behalf of the Chatham Hills Board and land owners,

I thank you for your review.

Sincerely,

Carol Dalton



Chatham Hills HOA Board President

9 Waterloo Cir. Park City, UT 84060

435.640.4004 DaltonPC@comcast.net

To: Park City Municipal Corporation, Planning Department

From: Chatham Hills Homeowner (Subdivision of Chatham Crossing).

Re: Support of an Amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Timeshares and Fractional Ownership in Chatham Hills.

My name is Kirsten Henderson

I am a homeowner at 2041 Paddington Dr. (Street address or Lot #),
Park City, Utah 84060.

I am a member of the Chatham Hills HOA, a Utah nonprofit corporation and part of the Chatham Crossing Subdivision.

I support an amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Fractional Ownership and Time Shares in Chatham Hills.

I also vote in favor of the proposed Amendment to the Declaration of Covenants, Conditions, and Restrictions for Chatham Crossing, also known as Chatham Hills, to prohibit Timeshares, Fractional Ownership and Interval Occupancy Use.

Kirsten Henderson 9-9-22
Signature Date
The Kirsten Henderson Trust

Please return by email, local delivery or mail to one of the two board members below:

Carol Dalton President CH HOA. 9 Waterloo Cir. Park City, UT 84060

Daltonpc@comcast.net 435-640-4004

Ann Sadr, Secretary CH HOA. 2024 Paddington Dr. Park City, UT 84060.

aesadr@yahoo.com 610-360-9838

To: Park City Municipal Corporation, Planning Department

From: Chatham Hills Homeowner (Subdivision of Chatham Crossing).

Re: Support of an Amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Timeshares and Fractional Ownership in Chatham Hills.

My name is Frank T. Pugliese, Trustee Frank T. Pugliese and Betty A. Pugliese
Family Revocable Trust.

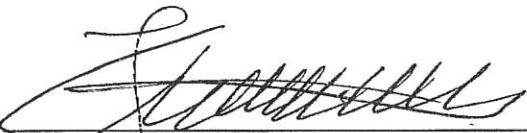
I am a homeowner at 2034 High Street (Street address or Lot #),

Park City, Utah 84060.

I am a member of the Chatham Hills HOA, a Utah nonprofit corporation and part of the Chatham Crossing Subdivision.

I support an amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Fractional Ownership and Time Shares in Chatham Hills.

I also vote in favor of the proposed Amendment to the Declaration of Covenants, Conditions, and Restrictions for Chatham Crossing, also known as Chatham Hills, to prohibit Timeshares, Fractional Ownership and Interval Occupancy Use.


Signature Frank T. Pugliese, Trustee

8/30/2022
Date

Please return by email, local delivery or mail to one of the two board members below:

Carol Dalton President CH HOA. 9 Waterloo Cir. Park City, UT 84060

Daltonpc@comcast.net 435-640-4004

Ann Sadr, Secretary CH HOA. 2024 Paddington Dr. Park City, UT 84060.

aesadr@yahoo.com 610-360-9838

To: Park City Municipal Corporation, Planning Department

From: Chatham Hills Homeowner (Subdivision of Chatham Crossing).

Re: Support of an Amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Timeshares and Fractional Ownership in Chatham Hills.

My name is HOWARD & JACQUELINE FEINSTEIN.


I am a homeowner at 12 WATERLOO CT. (Street address or Lot #),

Park City, Utah 84060.

I am a member of the Chatham Hills HOA, a Utah nonprofit corporation and part of the Chatham Crossing Subdivision.

I support an amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Fractional Ownership and Time Shares in Chatham Hills.

I also vote in favor of the proposed Amendment to the Declaration of Covenants, Conditions, and Restrictions for Chatham Crossing, also known as Chatham Hills, to prohibit Timeshares, Fractional Ownership and Interval Occupancy Use.

Signature 

9/12/22
Date

Please return by email, local delivery or mail to one of the two board members below:

Carol Dalton President CH HOA. 9 Waterloo Cir. Park City, UT 84060

Daltonnpc@comcast.net 435-640-4004

Ann Sadr, Secretary CH HOA. 2024 Paddington Dr. Park City, UT 84060.

aesadr@yahoo.com 610-360-9838

To: Park City Municipal Corporation, Planning Department

From: Chatham Hills Homeowner (Subdivision of Chatham Crossing).

Re: Support of an Amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Timeshares and Fractional Ownership in Chatham Hills.

My name is Barbara Love, Officer of High Street Holdings

I am a homeowner at 2024 High Street (Street address or Lot #),
Park City, Utah 84060.

I am a member of the Chatham Hills HOA, a Utah nonprofit corporation and part of the Chatham Crossing Subdivision.

I support an amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Fractional Ownership and Time Shares in Chatham Hills.

I also vote in favor of the proposed Amendment to the Declaration of Covenants, Conditions, and Restrictions for Chatham Crossing, also known as Chatham Hills, to prohibit Timeshares, Fractional Ownership and Interval Occupancy Use.

Barbara Love 9/14/2022
Signature Date
Officer of High Street Holdings, LLC

Please sign and return by email, local delivery or mail to one of the two board members below:

Carol Dalton President CH HOA. 9 Waterloo Cir. Park City, UT 84060

Daltonpc@comcast.net 435-640-4004

Ann Sadr, Secretary CH HOA. 2024 Paddington Dr. Park City, UT 84060.

aesadr@yahoo.com 610-360-9838

To: Park City Municipal Corporation, Planning Department

From: Chatham Hills Homeowner (Subdivision of Chatham Crossing).

Re: Support of an Amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Timeshares and Fractional Ownership in Chatham Hills.

My name is Martita Doss,

I am a homeowner at 2014 Paddington Dr (Street address or Lot #),

Park City, Utah 84060.

I am a member of the Chatham Hills HOA, a Utah nonprofit corporation and part of the Chatham Crossing Subdivision.

I support an amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Fractional Ownership and Time Shares in Chatham Hills.

I also vote in favor of the proposed Amendment to the Declaration of Covenants, Conditions, and Restrictions for Chatham Crossing, also known as Chatham Hills, to prohibit Timeshares, Fractional Ownership and Interval Occupancy Use.

 9/12/22
Signature Date

Please return by email, local delivery or mail to one of the two board members below:

Carol Dalton President CH HOA. 9 Waterloo Cir. Park City, UT 84060

Daltonpc@comcast.net 435-640-4004

Ann Sadr, Secretary CH HOA. 2024 Paddington Dr. Park City, UT 84060.

aesadr@yahoo.com 610-360-9838

To: Park City Municipal Corporation, Planning Department

From: Chatham Hills Homeowner (Subdivision of Chatham Crossing).

Re: Support of an Amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Timeshares and Fractional Ownership in Chatham Hills.

My name is Kristie Buehner

I am a homeowner at 1 Waterloo crt (Street address or Lot #),
Park City, Utah 84060.

I am a member of the Chatham Hills HOA, a Utah nonprofit corporation and part of the Chatham Crossing Subdivision.

I support an amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Fractional Ownership and Time Shares in Chatham Hills.

I also vote in favor of the proposed Amendment to the Declaration of Covenants, Conditions, and Restrictions for Chatham Crossing, also known as Chatham Hills, to prohibit Timeshares, Fractional Ownership and Interval Occupancy Use.

Kristie Buehner 9-14-22
Signature Date

Please return by email, local delivery or mail to one of the two board members below:

Carol Dalton President CH HOA. 9 Waterloo Cir. Park City, UT 84060

Daltonpc@comcast.net 435-640-4004

Ann Sadr, Secretary CH HOA. 2024 Paddington Dr. Park City, UT 84060.

aesadr@yahoo.com 610-360-9838

To: Park City Municipal Corporation, Planning Department

From: Chatham Hills Homeowner (Subdivision of Chatham Crossing).

Re: Support of an Amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Timeshares and Fractional Ownership in Chatham Hills.

My name is _____ Shannon Nellis, Trustee of the Nellis Family Trust _____.

I am a homeowner at _____ 2025 Paddington Dr _____ (Street address or Lot #),

Park City, Utah 84060.

I am a member of the Chatham Hills HOA, a Utah nonprofit corporation and part of the Chatham Crossing Subdivision.

I support an amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Fractional Ownership and Time Shares in Chatham Hills.

I also vote in favor of the proposed Amendment to the Declaration of Covenants, Conditions, and Restrictions for Chatham Crossing, also known as Chatham Hills, to prohibit Timeshares, Fractional Ownership and Interval Occupancy Use.



Signature

9/6/22
Date

Please return by email, local delivery or mail to one of the two board members below:

Carol Dalton President CH HOA. 9 Waterloo Cir. Park City, UT 84060

Daltonpc@comcast.net 435-640-4004

Ann Sadr, Secretary CH HOA. 2024 Paddington Dr. Park City, UT 84060.

aesadr@yahoo.com 610-360-9838

To: Park City Municipal Corporation, Planning Department

From: Chatham Hills Homeowner (Subdivision of Chatham Crossing).

Re: Support of an Amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Timeshares and Fractional Ownership in Chatham Hills.

My name is Craig Lobdell, Trustee

I am a homeowner at 2048 High Street (Street address or Lot #).

Park City, Utah 84060.

I am a member of the Chatham Hills HOA, a Utah nonprofit corporation and part of the Chatham Crossing Subdivision.

I support an amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Fractional Ownership and Time Shares in Chatham Hills.

I also vote in favor of the proposed Amendment to the Declaration of Covenants, Conditions, and Restrictions for Chatham Crossing, also known as Chatham Hills, to prohibit Timeshares, Fractional Ownership and Interval Occupancy Use.

Craig Lobdell 9/17/22
Signature Craig Lobdell Date
Retained Residence Trust et al

Please return by email, local delivery or mail to one of the two board members below:

Carol Dalton President CH HOA. 9 Waterloo Cir. Park City, UT 84060

Daltonpc@comcast.net 435-640-4004

Ann Sadr, Secretary CH HOA. 2024 Paddington Dr. Park City, UT 84060.

aesadr@yahoo.com 610-360-9838

To: Park City Municipal Corporation, Planning Department

From: Chatham Hills Homeowner (Subdivision of Chatham Crossing).

Re: Support of an Amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Timeshares and Fractional Ownership in Chatham Hills.

My name is Carol MacFarlane

I am a homeowner at 6 WATERLOO CIRCLE (Street address or Lot #),
Park City, Utah 84060.

I am a member of the Chatham Hills HOA, a Utah nonprofit corporation and part of the Chatham Crossing Subdivision.

I support an amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Fractional Ownership and Time Shares in Chatham Hills.

I also vote in favor of the proposed Amendment to the Declaration of Covenants, Conditions, and Restrictions for Chatham Crossing, also known as Chatham Hills, to prohibit Timeshares, Fractional Ownership and Interval Occupancy Use.

Carol MacFarlane 9/10/22
Signature Date

Please return by email, local delivery or mail to one of the two board members below:

Carol Dalton President CH HOA. 9 Waterloo Cir. Park City, UT 84060

Daltonpc@comcast.net 435-640-4004

Ann Sadr, Secretary CH HOA. 2024 Paddington Dr. Park City, UT 84060.

aesadr@yahoo.com 610-360-9838

To: Park City Municipal Corporation, Planning Department

From: Chatham Hills Homeowner (Subdivision of Chatham Crossing).

Re: Support of an Amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Timeshares and Fractional Ownership in Chatham Hills.

My name is _____ Lisa Nemeroff _____,

I am a homeowner at _____ 2060 High Street _____
(Street address or Lot #),

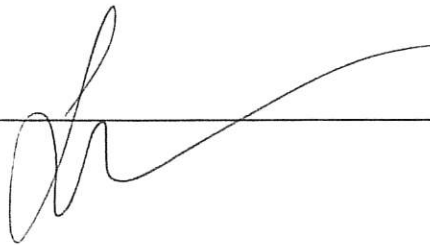
Park City, Utah 84060.

I am a member of the Chatham Hills HOA, a Utah nonprofit corporation and part of the Chatham Crossing Subdivision.

I support an amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Fractional Ownership and Time Shares in Chatham Hills.

I also vote in favor of the proposed Amendment to the Declaration of Covenants, Conditions, and Restrictions for Chatham Crossing, also known as Chatham Hills, to prohibit Timeshares, Fractional Ownership and Interval Occupancy Use.

Signature



8/30/2022

Date

Please return by email, local delivery or mail to one of the two board members below:

Carol Dalton President CH HOA. 9 Waterloo Cir. Park City, UT 84060

Daltonpc@comcast.net 435-640-4004

Ann Sadr, Secretary CH HOA. 2024 Paddington Dr. Park City, UT 84060.

aesadr@yahoo.com 610-360-9838

To: Park City Municipal Corporation, Planning Department

From: Chatham Hills Homeowner (Subdivision of Chatham Crossing).

Re: Support of an Amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Timeshares and Fractional Ownership in Chatham Hills.

My name is Kevin Oliver

I am a homeowner at 6 Victoria Circle (Street address or Lot #),
Park City, Utah 84060.

I am a member of the Chatham Hills HOA, a Utah nonprofit corporation and part of the Chatham Crossing Subdivision.

I support an amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Fractional Ownership and Time Shares in Chatham Hills.

I also vote in favor of the proposed Amendment to the Declaration of Covenants, Conditions, and Restrictions for Chatham Crossing, also known as Chatham Hills, to prohibit Timeshares, Fractional Ownership and Interval Occupancy Use.

Kevin Oliver 8/30/22
Signature Date

Please return by email, local delivery or mail to one of the two board members below:

Carol Dalton President CH HOA. 9 Waterloo Cir. Park City, UT 84060

Daltonpc@comcast.net 435-640-4004

Ann Sadr, Secretary CH HOA. 2024 Paddington Dr. Park City, UT 84060.

aesadr@yahoo.com 610-360-9838

To: Park City Municipal Corporation, Planning Department

From: Chatham Hills Homeowner (Subdivision of Chatham Crossing).

Re: Support of an Amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Timeshares and Fractional Ownership in Chatham Hills.

My name is Carol Dalton,

I am a homeowner at 9 Waterloo Circle (Street address or Lot #),
Park City, Utah 84060.

I am a member of the Chatham Hills HOA, a Utah nonprofit corporation and part of the Chatham Crossing Subdivision.

I support an amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Fractional Ownership and Time Shares in Chatham Hills.

I also vote in favor of the proposed Amendment to the Declaration of Covenants, Conditions, and Restrictions for Chatham Crossing, also known as Chatham Hills, to prohibit Timeshares, Fractional Ownership and Interval Occupancy Use.

Carol Dalton Trustee 30 Aug 2022
Signature Date
for the Dalton family Trust

Please return by email, local delivery or mail to one of the two board members below:

Carol Dalton President CH HOA. 9 Waterloo Cir. Park City, UT 84060

Daltonpc@comcast.net 435-640-4004

Ann Sadr, Secretary CH HOA. 2024 Paddington Dr. Park City, UT 84060.

aesadr@yahoo.com 610-360-9838

To: Park City Municipal Corporation, Planning Department

From: Chatham Hills Homeowner (Subdivision of Chatham Crossing).

Re: Support of an Amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Timeshares and Fractional Ownership in Chatham Hills.

My name is Rodney Van Ausdal

I am a homeowner at 2048 Paddington Dr (Street address or Lot #),
Park City, Utah 84060.

I am a member of the Chatham Hills HOA, a Utah nonprofit corporation and part of the Chatham Crossing Subdivision.

I support an amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Fractional Ownership and Time Shares in Chatham Hills.

I also vote in favor of the proposed Amendment to the Declaration of Covenants, Conditions, and Restrictions for Chatham Crossing, also known as Chatham Hills, to prohibit Timeshares, Fractional Ownership and Interval Occupancy Use.


Signature

8/30/22
Date

Please return by email, local delivery or mail to one of the two board members below:

Carol Dalton President CH HOA. 9 Waterloo Cir. Park City, UT 84060

Daltonpc@comcast.net 435-640-4004

Ann Sadr, Secretary CH HOA. 2024 Paddington Dr. Park City, UT 84060.

aesadr@yahoo.com 610-360-9838

To: Park City Municipal Corporation, Planning Department

From: Chatham Hills Homeowner (Subdivision of Chatham Crossing).

Re: Support of an Amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Timeshares and Fractional Ownership in Chatham Hills.

My name is Octavio Garcia

I am a homeowner at 2011 High St. Park City - Utah (Street address or Lot #),
Park City, Utah 84060. 84060

I am a member of the Chatham Hills HOA, a Utah nonprofit corporation and part of the Chatham Crossing Subdivision.

I support an amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Fractional Ownership and Time Shares in Chatham Hills.

I also vote in favor of the proposed Amendment to the Declaration of Covenants, Conditions, and Restrictions for Chatham Crossing, also known as Chatham Hills, to prohibit Timeshares, Fractional Ownership and Interval Occupancy Use.

Octavio Garcia
Signature

9/16/22
Date

Please sign and return by email, local delivery or mail to one of the two board members below:

Carol Dalton President CH HOA. 9 Waterloo Cir. Park City, UT 84060

Daltonpc@comcast.net 435-640-4004

Ann Sadr, Secretary CH HOA. 2024 Paddington Dr. Park City, UT 84060.

aesadr@yahoo.com 610-360-9838

To: Park City Municipal Corporation, Planning Department

From: Chatham Hills Homeowner (Subdivision of Chatham Crossing).

Re: Support of an Amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Timeshares and Fractional Ownership in Chatham Hills.

My name is Paul Robinson and Rachel Robinson

I am a homeowner at 1990 Paddington Dr. (Street address or Lot #),

Park City, Utah 84060.

I am a member of the Chatham Hills HOA, a Utah nonprofit corporation and part of the Chatham Crossing Subdivision.

I support an amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Fractional Ownership and Time Shares in Chatham Hills.

I also vote in favor of the proposed Amendment to the Declaration of Covenants, Conditions, and Restrictions for Chatham Crossing, also known as Chatham Hills, to prohibit Timeshares, Fractional Ownership and Interval Occupancy Use.

PL RL + Rachel Robinson
Signature

8-31-2022
Date

Please return by email, local delivery or mail to one of the two board members below:

Carol Dalton President CH HOA. 9 Waterloo Cir. Park City, UT 84060

Daltonpc@comcast.net 435-640-4004

Ann Sadr, Secretary CH HOA. 2024 Paddington Dr. Park City, UT 84060.

aesadr@yahoo.com 610-360-9838

To: Park City Municipal Corporation, Planning Department

From: Chatham Hills Homeowner (Subdivision of Chatham Crossing).

Re: Support of an Amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Timeshares and Fractional Ownership in Chatham Hills.

Lisa Lee

My name is _____,

2001 Paddington Dr. Park City, UT 84060

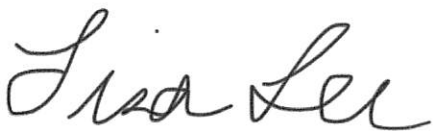
I am a homeowner at _____ (Street address or Lot #),

Park City, Utah 84060.

I am a member of the Chatham Hills HOA, a Utah nonprofit corporation and part of the Chatham Crossing Subdivision.

I support an amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Fractional Ownership and Time Shares in Chatham Hills.

I also vote in favor of the proposed Amendment to the Declaration of Covenants, Conditions, and Restrictions for Chatham Crossing, also known as Chatham Hills, to prohibit Timeshares, Fractional Ownership and Interval Occupancy Use.



Signature



Date

Please sign and return by email, local delivery or mail to one of the two board members below:

Carol Dalton President CH HOA. 9 Waterloo Cir. Park City, UT 84060

Daltonpc@comcast.net 435-640-4004

Ann Sadr, Secretary CH HOA. 2024 Paddington Dr. Park City,

To: Park City Municipal Corporation, Planning Department

From: Chatham Hills Homeowner (Subdivision of Chatham Crossing).

Re: Support of an Amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Timeshares and Fractional Ownership in Chatham Hills.

My name is Kraig Moyes,

I am a homeowner at 2043 High Street (Street address or Lot #),

Park City, Utah 84060.

I am a member of the Chatham Hills HOA, a Utah nonprofit corporation and part of the Chatham Crossing Subdivision.

I support an amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Fractional Ownership and Time Shares in Chatham Hills.

I also vote in favor of the proposed Amendment to the Declaration of Covenants, Conditions, and Restrictions for Chatham Crossing, also known as Chatham Hills, to prohibit Timeshares, Fractional Ownership and Interval Occupancy Use.


Signature _____ Date 2/15/22

Please return by email, local delivery or mail to one of the two board members below:

Carol Dalton President CH HOA. 9 Waterloo Cir. Park City, UT 84060

Daltonpc@comcast.net 435-640-4004

Ann Sadr, Secretary CH HOA. 2024 Paddington Dr. Park City, UT 84060.

aesadr@yahoo.com 610-360-9838

To: Park City Municipal Corporation, Planning Department

From: Chatham Hills Homeowner (Subdivision of Chatham Crossing)

Re: Support of an Amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Timeshares and Fractional Ownership in Chatham Hills

My name is IRENE DUMAS Trustee of the Irene Dumas trust

I am a homeowner at 2 Victoria Circle (Street address or Lot #).

Park City, Utah 84060

I am a member of the Chatham Hills HOA, a Utah nonprofit corporation and part of the Chatham Crossing Subdivision

I support an amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Fractional Ownership and Time Shares in Chatham Hills

I also vote in favor of the proposed Amendment to the Declaration of Covenants, Conditions, and Restrictions for Chatham Crossing, also known as Chatham Hills, to prohibit Timeshares, Fractional Ownership and Interval Occupancy Use


Signature

8/30/2022
Date

Please return by email, local delivery or mail to one of the two board members below:

Carol Dalton President CH HOA. 9 Waterloo Cir. Park City, UT 84060

Daltonpc@comcast.net 435-640-4004

Ann Sadr, Secretary CH HOA. 2024 Paddington Dr. Park City, UT 84060.

aesadr@yahoo.com 610-360-9838

To: Park City Municipal Corporation, Planning Department

From: Chatham Hills Homeowner (Subdivision of Chatham Crossing).

Re: Support of an Amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Timeshares and Fractional Ownership in Chatham Hills.

My name is Niels Andersen.

I am a homeowner at Lot 36, 1984 Paddington Drive (Street address or Lot #),

Park City, Utah 84060.

I am a member of the Chatham Hills HOA, a Utah nonprofit corporation and part of the Chatham Crossing Subdivision.

I support an amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Fractional Ownership and Time Shares in Chatham Hills.

I also vote in favor of the proposed Amendment to the Declaration of Covenants, Conditions, and Restrictions for Chatham Crossing, also known as Chatham Hills, to prohibit Timeshares, Fractional Ownership and Interval Occupancy Use.



Signature

09/13/2022

Date

Please return by email, local delivery or mail to one of the two board members below:

Carol Dalton President CH HOA. 9 Waterloo Cir. Park City, UT 84060

Daltonpc@comcast.net 435-640-4004

Ann Sadr, Secretary CH HOA. 2024 Paddington Dr. Park City, UT 84060.

aesadr@yahoo.com 610-360-9838

To: Park City Municipal Corporation, Planning Department

From: Chatham Hills Homeowner (Subdivision of Chatham Crossing).

Re: Support of an Amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Timeshares and Fractional Ownership in Chatham Hills.

My name is CCMD UT LLC,

I am a homeowner at 2029 Paddington Drive (Street address or Lot #),
Park City, Utah 84060.

I am a member of the Chatham Hills HOA, a Utah nonprofit corporation and part of the Chatham Crossing Subdivision.

I support an amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Fractional Ownership and Time Shares in Chatham Hills.

I also vote in favor of the proposed Amendment to the Declaration of Covenants, Conditions, and Restrictions for Chatham Crossing, also known as Chatham Hills, to prohibit Timeshares, Fractional Ownership and Interval Occupancy Use.



Signature Monique L. Cusson,
Manager & Member, CCMD UT LLC

September 14 , 2022
Date

Please return by email, local delivery or mail to one of the two board members below:

Carol Dalton President CH HOA. 9 Waterloo Cir. Park City, UT 84060

Daltonpc@comcast.net 435-640-4004

Ann Sadr, Secretary CH HOA. 2024 Paddington Dr. Park City, UT 84060.

aesadr@yahoo.com 610-360-9838

2:59



Done Amendment Support to Prohib...



Re: Support of an Amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Timeshares and Fractional Ownership in Chatham Hills.

My name is

I am a homeowner at

_____ (Street address or Lot #),

Park City, Utah 84060.

I am a member of the Chatham Hills HOA, a Utah nonprofit corporation and part of the Chatham Crossing Subdivision.

I support an amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Fractional Ownership and Time Shares in Chatham Hills.

I also vote in favor of the proposed Amendment to the Declaration of Covenants, Conditions, and Restrictions for Chatham Crossing, also known as Chatham Hills, to prohibit Timeshares, Fractional Ownership and Interval Occupancy Use.

Signature

Date

Please return by email, local delivery or mail to one of the two board members below:

Carol Dalton President CH HOA. 9 Waterloo Cir. Park City, UT 84060

Daltonc@comcast.net 435.640.4004

To: Park City Municipal Corporation, Planning Department

From: Chatham Hills Homeowner (Subdivision of Chatham Crossing).

Re: Support of an Amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Timeshares and Fractional Ownership in Chatham Hills.

My name is GRAHAM & JANET BAKER, TRUSTEES OF THE BAKER LEGACY TRUST

I am a homeowner at LOT 52, 5 VICTORIA CIRCLE (Street address or Lot #),

Park City, Utah 84060.

I am a member of the Chatham Hills HOA, a Utah nonprofit corporation and part of the Chatham Crossing Subdivision.

I support an amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Fractional Ownership and Time Shares in Chatham Hills.

I also vote in favor of the proposed Amendment to the Declaration of Covenants, Conditions, and Restrictions for Chatham Crossing, also known as Chatham Hills, to prohibit Timeshares, Fractional Ownership and Interval Occupancy Use.

Graham Baker
Signature

Janet Baker

9/13/2022
Date

Please return by email, local delivery or mail to one of the two board members below:

Carol Dalton President CH HOA. 9 Waterloo Cir. Park City, UT 84060

Daltonpc@comcast.net 435-640-4004

Ann Sadr, Secretary CH HOA. 2024 Paddington Dr. Park City, UT 84060.

aesadr@yahoo.com 610-360-9838

To: Park City Municipal Corporation, Planning Department

From: Chatham Hills Homeowner (Subdivision of Chatham Crossing).

Re: Support of an Amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Timeshares and Fractional Ownership in Chatham Hills.

My name is GRAHAM & JANET BAKER, TRUSTEES OF THE BAKER LEGACY TRUST

I am a homeowner at Lot #53, 3 VICTORIA CIRCLE (Street address or Lot #),

Park City, Utah 84060.

I am a member of the Chatham Hills HOA, a Utah nonprofit corporation and part of the Chatham Crossing Subdivision.

I support an amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Fractional Ownership and Time Shares in Chatham Hills.

I also vote in favor of the proposed Amendment to the Declaration of Covenants, Conditions, and Restrictions for Chatham Crossing, also known as Chatham Hills, to prohibit Timeshares, Fractional Ownership and Interval Occupancy Use.

Graham Baker Janet Baker
Signature

9/13/2022
Date

Please return by email, local delivery or mail to one of the two board members below:

Carol Dalton President CH HOA. 9 Waterloo Cir. Park City, UT 84060

Daltonpc@comcast.net 435-640-4004

Ann Sadr, Secretary CH HOA. 2024 Paddington Dr. Park City, UT 84060.

aesadr@yahoo.com 610-360-9838

To: Park City Municipal Corporation, Planning Department

From: Chatham Hills Homeowner (Subdivision of Chatham Crossing).

Re: Support of an Amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Timeshares and Fractional Ownership in Chatham Hills.

My name is David C. Weinstein and Pamela Ross Weinstein,

I am a homeowner at 2025 High St. (Lot 37) (Street address or Lot #),

Park City, Utah 84060.

I am a member of the Chatham Hills HOA, a Utah nonprofit corporation and part of the Chatham Crossing Subdivision.

I support an amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Fractional Ownership and Time Shares in Chatham Hills.

I also vote in favor of the proposed Amendment to the Declaration of Covenants, Conditions, and Restrictions for Chatham Crossing, also known as Chatham Hills, to prohibit Timeshares, Fractional Ownership and Interval Occupancy Use.

David Weinstein

Signature

Pamela Ross Weinstein

9/12/22

Date

9-12-22

Please return by email, local delivery or mail to one of the two board members below:

Carol Dalton President CH HOA. 9 Waterloo Cir. Park City, UT 84060

Daltonpc@comcast.net 435-640-4004

Ann Sadr, Secretary CH HOA. 2024 Paddington Dr. Park City, UT 84060.

aesadr@yahoo.com 610-360-9838

To: Park City Municipal Corporation, Planning Department

From: Chatham Hills Homeowner (Subdivision of Chatham Crossing).

Re: Support of an Amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Timeshares and Fractional Ownership in Chatham Hills.

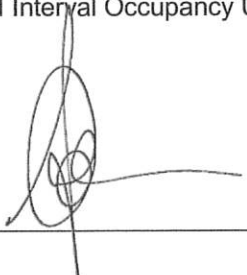
My name is
StephenColeman_____

I am a homeowner at: 10 Victoria Circle (Street address or Lot #),
Park City, Utah 84060.

I am a member of the Chatham Hills HOA, a Utah nonprofit corporation and part of the Chatham Crossing Subdivision.

I support an amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Fractional Ownership and Time Shares in Chatham Hills.

I also vote in favor of the proposed Amendment to the Declaration of Covenants, Conditions, and Restrictions for Chatham Crossing, also known as Chatham Hills, to prohibit Timeshares, Fractional Ownership and Interval Occupancy Use.



Signature

9/7/2022

Date

Please return by email, local delivery or mail to one of the two board members below:

Carol Dalton President CH HOA. 9 Waterloo Cir. Park City, UT 84060

Daltonpc@comcast.net 435-640-4004

Ann Sadr, Secretary CH HOA. 2024 Paddington Dr. Park City, UT 84060.

aesadr@yahoo.com 610-360-9838

To: Park City Municipal Corporation, Planning Department

From: Chatham Hills Homeowner (Subdivision of Chatham Crossing).

Re: Support of an Amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Timeshares and Fractional Ownership in Chatham Hills.

My name is Bo PITKIN

I am a homeowner at 15 VICTORIA CIRCLE (Street address or Lot #),
Park City, Utah 84060.

I am a member of the Chatham Hills HOA, a Utah nonprofit corporation and part of the Chatham Crossing Subdivision.

I support an amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Fractional Ownership and Time Shares in Chatham Hills.

I also vote in favor of the proposed Amendment to the Declaration of Covenants, Conditions, and Restrictions for Chatham Crossing, also known as Chatham Hills, to prohibit Timeshares, Fractional Ownership and Interval Occupancy Use.


Signature _____

9/12/22
Date _____

Please return by email, local delivery or mail to one of the two board members below:

Carol Dalton President CH HOA. 9 Waterloo Cir. Park City, UT 84060

Daltonpc@comcast.net 435-640-4004

Ann Sadr, Secretary CH HOA. 2024 Paddington Dr. Park City, UT 84060.

aesadr@yahoo.com 610-360-9838

To: Park City Municipal Corporation, Planning Department

From: Chatham Hills Homeowner (Subdivision of Chatham Crossing).

Re: Support of an Amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Timeshares and Fractional Ownership in Chatham Hills.

My name is RINO J SCANZONI

I am a homeowner at 2005 High Street PC UT (Street address or Lot #),

Park City, Utah 84060.

I am a member of the Chatham Hills HOA, a Utah nonprofit corporation and part of the Chatham Crossing Subdivision.

I support an amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Fractional Ownership and Time Shares in Chatham Hills.

I also vote in favor of the proposed Amendment to the Declaration of Covenants, Conditions, and Restrictions for Chatham Crossing, also known as Chatham Hills, to prohibit Timeshares, Fractional Ownership and Interval Occupancy Use.

Rino J Scanzoni
Signature

8-30-22
Date

Please return by email, local delivery or mail to one of the two board members below:

Carol Dalton President CH HOA. 9 Waterloo Cir. Park City, UT 84060

Daltonpc@comcast.net 435-640-4004

Ann Sadr, Secretary CH HOA. 2024 Paddington Dr. Park City, UT 84060.

aesadr@yahoo.com 610-360-9838

To: Park City Municipal Corporation, Planning Department

From: Chatham Hills Homeowner (Subdivision of Chatham Crossing).

Re: Support of an Amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Timeshares and Fractional Ownership in Chatham Hills.


My name is Jason Linder.

I am a homeowner at 1995 Paddington Drive (Street address or Lot #),
Park City, Utah 84060.

I am a member of the Chatham Hills HOA, a Utah nonprofit corporation and part of the Chatham Crossing Subdivision.

I support an amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Fractional Ownership and Time Shares in Chatham Hills.

I also vote in favor of the proposed Amendment to the Declaration of Covenants, Conditions, and Restrictions for Chatham Crossing, also known as Chatham Hills, to prohibit Timeshares, Fractional Ownership and Interval Occupancy Use.

 8/31/22
Signature Date

Please return by email, local delivery or mail to one of the two board members below:

Carol Dalton President CH HOA. 9 Waterloo Cir. Park City, UT 84060

Daltonpc@comcast.net 435-640-4004

Ann Sadr, Secretary CH HOA. 2024 Paddington Dr. Park City, UT 84060.

aesadr@yahoo.com 610-360-9838

To: Park City Municipal Corporation, Planning Department

From: Chatham Hills Homeowner (Subdivision of Chatham Crossing).

Re: Support of an Amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Timeshares and Fractional Ownership in Chatham Hills.

My name is William Connell.

I am a homeowner at 2036 Paddington Dr. (Street address or Lot #),

Park City, Utah 84060.

I am a member of the Chatham Hills HOA, a Utah nonprofit corporation and part of the Chatham Crossing Subdivision.

I support an amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Fractional Ownership and Time Shares in Chatham Hills.

I also vote in favor of the proposed Amendment to the Declaration of Covenants, Conditions, and Restrictions for Chatham Crossing, also known as Chatham Hills, to prohibit Timeshares, Fractional Ownership and Interval Occupancy Use.

W. Connell
Signature

9-02-2022
Date

Please return by email, local delivery or mail to one of the two board members below:

Carol Dalton President CH HOA. 9 Waterloo Cir. Park City, UT 84060

Daltonpc@comcast.net 435-640-4004

Ann Sadr, Secretary CH HOA. 2024 Paddington Dr. Park City,

From: Ralph Lobdell rlobdell@yahoo.com
Subject: CCR 26. (2054 High St)
Date: Sep 8, 2022 at 2:20:38 PM
To: aesadr@yahoo.com
Cc: DALTON daltonpc@comcast.net

Per your request.

To: Park City Municipal Corporation, Planning Department

From: Chatham Hills Homeowner (Subdivision of Chatham Crossing

Re: Support of an Amendment to the Land Management Code 15-2.
Timeshares and Fractional Ownership in Chatham Hills.

My name is RALPH S LOBDELL, TRUSTEE & DIANA B L
Ralph S Lobdell Living Trust

I am a homeowner at 2054 High St (Parcel # CCR-26)
Park City, Utah 84060.

I am a member of the Chatham Hills HOA, a Utah nonprofit corporation
Subdivision.

I support an amendment to the Land Management Code 15-2.13-2 to
Ownership and Time Shares in Chatham Hills.

I also vote in favor of the proposed Amendment to the Declaration of
Restrictions for Chatham Crossing, also known as Chatham Hills, to
Ownership and Interval Occupancy Use.

Owns 3 properties in
CH.

To: Park City Municipal Corporation, Planning Department

From: Chatham Hills Homeowner (Subdivision of Chatham Crossing).

Re: Support of an Amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Timeshares and Fractional Ownership in Chatham Hills.

My name is _____ Henry Sigg _____,


I am a homeowner at: 14 /18 Victoria Circle, 2017 Paddington Drive; Lots
20,48,49 _____ (Street address or Lot #),

Park City, Utah 84060.

I am a member of the Chatham Hills HOA, a Utah nonprofit corporation and part of the Chatham Crossing Subdivision.

I support an amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Fractional Ownership and Time Shares in Chatham Hills.

I also vote in favor of the proposed Amendment to the Declaration of Covenants, Conditions, and Restrictions for Chatham Crossing, also known as Chatham Hills, to prohibit Timeshares, Fractional Ownership and Interval Occupancy Use.

 _____ Signature	<u>8/31/2022</u> _____ Date
<p>Henry Sigg Manager HAS Holdings, LLC</p>	

Please return by email, local delivery or mail to one of the two board members below:

Carol Dalton President CH HOA. 9 Waterloo Cir. Park City, UT 84060

Daltonpc@comcast.net 435-640-4004

Ann Sadr, Secretary CH HOA. 2024 Paddington Dr. Park City, UT 84060.

aesadr@yahoo.com 610-360-9838

To: Park City Municipal Corporation, Planning Department

From: Chatham Hills Homeowner (Subdivision of Chatham Crossing).

Re: Support of an Amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Timeshares and Fractional Ownership in Chatham Hills.


My name is DAN MILLER TRUSTEE OF THE DAN MCKINNEY MILLER REVOCABLE TRUST
VICTORIA MILLER TRUSTEE OF THE VICTORIA L. MILLER REVOCABLE TRUST

I am a homeowner at #4 (Street address or Lot #),
Park City, Utah 84060.

I am a member of the Chatham Hills HOA, a Utah nonprofit corporation and part of the Chatham Crossing Subdivision.

I support an amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Fractional Ownership and Time Shares in Chatham Hills.

I also vote in favor of the proposed Amendment to the Declaration of Covenants, Conditions, and Restrictions for Chatham Crossing, also known as Chatham Hills, to prohibit Timeshares, Fractional Ownership and Interval Occupancy Use.


Signature

9.12.2012
Date

Please return by email, local delivery or mail to one of the two board members below:

Carol Dalton President CH HOA. 9 Waterloo Cir. Park City, UT 84060

Daltonpc@comcast.net 435-640-4004

Ann Sadr, Secretary CH HOA. 2024 Paddington Dr. Park City, UT 84060.

aesadr@yahoo.com 610-360-9838

To: Park City Municipal Corporation, Planning Department

From: Chatham Hills Homeowner (Subdivision of Chatham Crossing).

Re: Support of an Amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Timeshares and Fractional Ownership in Chatham Hills.

My name is Joey Mason, Trustee of "The Joey Mason Revocable Trust"

I am a homeowner at 2042 Paddington Dr (Street address or Lot #),
Park City, Utah 84060.

I am a member of the Chatham Hills HOA, a Utah nonprofit corporation and part of the Chatham Crossing Subdivision.

I support an amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Fractional Ownership and Time Shares in Chatham Hills.

I also vote in favor of the proposed Amendment to the Declaration of Covenants, Conditions, and Restrictions for Chatham Crossing, also known as Chatham Hills, to prohibit Timeshares, Fractional Ownership and Interval Occupancy Use.

Signature Joey Mason

9/11/22
Date

Please return by email, local delivery or mail to one of the two board members below:

Carol Dalton President CH HOA. 9 Waterloo Cir. Park City, UT 84060

Daltonpc@comcast.net 435-640-4004

Ann Sadr, Secretary CH HOA. 2024 Paddington Dr. Park City, UT 84060.

aesadr@yahoo.com 610-360-9838

To: Park City Municipal Corporation, Planning Department

From: Chatham Hills Homeowner (Subdivision of Chatham Crossing).

Re: Support of an Amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Timeshares and Fractional Ownership in Chatham Hills.

My name is David Luchheim


I am a homeowner at 2008 Paddington Drive (Street address or Lot #),

Park City, Utah 84060.

I am a member of the Chatham Hills HOA, a Utah nonprofit corporation and part of the Chatham Crossing Subdivision.

I support an amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Fractional Ownership and Time Shares in Chatham Hills.

I also vote in favor of the proposed Amendment to the Declaration of Covenants, Conditions, and Restrictions for Chatham Crossing, also known as Chatham Hills, to prohibit Timeshares, Fractional Ownership and Interval Occupancy Use.


Signature

9/12/2022
Date

Please return by email, local delivery or mail to one of the two board members below:

Carol Dalton President CH HOA. 9 Waterloo Cir. Park City, UT 84060

Daltonpc@comcast.net 435-640-4004

Ann Sadr, Secretary CH HOA. 2024 Paddington Dr. Park City, UT 84060.

aesadr@yahoo.com 610-360-9838

To: Park City Municipal Corporation, Planning Department

From: Chatham Hills Homeowner (Subdivision of Chatham Crossing).

Re: Support of an Amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Timeshares and Fractional Ownership in Chatham Hills.

My name is Alan + Donna Stackman

I am a homeowner at 2021 Paddington Drive, Park City, Utah 84060 (Street address or Lot #),

Park City, Utah 84060.

I am a member of the Chatham Hills HOA, a Utah nonprofit corporation and part of the Chatham Crossing Subdivision.

I support an amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Fractional Ownership and Time Shares in Chatham Hills.

I also vote in favor of the proposed Amendment to the Declaration of Covenants, Conditions, and Restrictions for Chatham Crossing, also known as Chatham Hills, to prohibit Timeshares, Fractional Ownership and Interval Occupancy Use.

Alan Stackman
Signature

9/1/22
Date

Please return by email, local delivery or mail to one of the two board members below:

Carol Dalton President CH HOA. 9 Waterloo Cir. Park City, UT 84060

Daltonpc@comcast.net 435-640-4004

Ann Sadr, Secretary CH HOA. 2024 Paddington Dr. Park City, UT 84060.

aesadr@yahoo.com 610-360-9838

To: Park City Municipal Corporation, Planning Department

From: Chatham Hills Homeowner (Subdivision of Chatham Crossing).

Re: Support of an Amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Timeshares and Fractional Ownership in Chatham Hills.

My name is HARRIS ROSK

I am a homeowner at 2011 PADDINGTON (Street address or Lot #),

Park City, Utah 84060.

I am a member of the Chatham Hills HOA, a Utah nonprofit corporation and part of the Chatham Crossing Subdivision.

I support an amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Fractional Ownership and Time Shares in Chatham Hills.

I also vote in favor of the proposed Amendment to the Declaration of Covenants, Conditions, and Restrictions for Chatham Crossing, also known as Chatham Hills, to prohibit Timeshares, Fractional Ownership and Interval Occupancy Use.

[Signature]
Signature

9/12/2022
Date

Please return by email, local delivery or mail to one of the two board members below:

Carol Dalton President CH HOA. 9 Waterloo Cir. Park City, UT 84060

Daltonpc@comcast.net 435-640-4004

Ann Sadr, Secretary CH HOA. 2024 Paddington Dr. Park City, UT 84060.

aesadr@yahoo.com 610-360-9838

To: Park City Municipal Corporation, Planning Department

From: Chatham Hills Homeowner (Subdivision of Chatham Crossing).

Re: Support of an Amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Timeshares and Fractional Ownership in Chatham Hills.

My name is KLAS VEITINGER

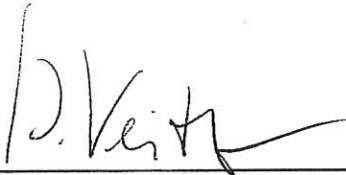
I am a homeowner at 2015 PADDINGTON DRIVE (Street address or Lot #),

Park City, Utah 84060.

I am a member of the Chatham Hills HOA, a Utah nonprofit corporation and part of the Chatham Crossing Subdivision.

I support an amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Fractional Ownership and Time Shares in Chatham Hills.

I also vote in favor of the proposed Amendment to the Declaration of Covenants, Conditions, and Restrictions for Chatham Crossing, also known as Chatham Hills, to prohibit Timeshares, Fractional Ownership and Interval Occupancy Use.


Signature

08/10/2022
Date

Please return by email, local delivery or mail to one of the two board members below:

Carol Dalton President CH HOA. 9 Waterloo Cir. Park City, UT 84060

Daltonpc@comcast.net 435-640-4004

Ann Sadr, Secretary CH HOA. 2024 Paddington Dr. Park City, UT 84060.

aesadr@yahoo.com 610-360-9838

To: Park City Municipal Corporation, Planning Department

From: Chatham Hills Homeowner (Subdivision of Chatham Crossing).

Re: Support of an Amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Timeshares and Fractional Ownership in Chatham Hills.

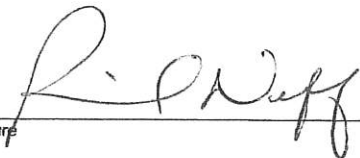
My name is RICHARD NEFF

I am a homeowner at 9 VICTORIA (Street address or Lot #),
Park City, Utah 84060.

I am a member of the Chatham Hills HOA, a Utah nonprofit corporation and part of the Chatham Crossing Subdivision.

I support an amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Fractional Ownership and Time Shares in Chatham Hills.

I also vote in favor of the proposed Amendment to the Declaration of Covenants, Conditions, and Restrictions for Chatham Crossing, also known as Chatham Hills, to prohibit Timeshares, Fractional Ownership and Interval Occupancy Use.

 9-3-22
Signature Date

Please return by email, local delivery or mail to one of the two board members below:

Carol Dalton President CH HOA. 9 Waterloo Cir. Park City, UT 84060

Daltonpc@comcast.net 435-640-4004

Ann Sadr, Secretary CH HOA. 2024 Paddington Dr. Park City, UT 84060.

aesadr@yahoo.com 610-360-9838

To: Park City Municipal Corporation, Planning Department

From: Chatham Hills Homeowner (Subdivision of Chatham Crossing).

Re: Support of an Amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Timeshares and Fractional Ownership in Chatham Hills.

My name is CARA + DAVE PORTER

I am a homeowner at 1796 PADDINGTON DR. (Street address or Lot #).
Park City, Utah 84060.

I am a member of the Chatham Hills HOA, a Utah nonprofit corporation and part of the Chatham Crossing Subdivision.

I support an amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Fractional Ownership and Time Shares in Chatham Hills.

I also vote in favor of the proposed Amendment to the Declaration of Covenants, Conditions, and Restrictions for Chatham Crossing, also known as Chatham Hills, to prohibit Timeshares, Fractional Ownership and Interval Occupancy Use.

CAROL DALTON
Signature

8/30/22
Date

DAVE PORTER
Please return by email, local delivery or mail to one of the two board members below:

Carol Dalton President CH HOA. 9 Waterloo Cir. Park City, UT 84060

Daltonpc@comcast.net 435-640-4004

Ann Sadr, Secretary CH HOA. 2024 Paddington Dr. Park City, UT 84060.

aesadr@yahoo.com 610-360-9838

To: Park City Municipal Corporation, Planning Department

From: Chatham Hills Homeowner (Subdivision of Chatham Crossing).

Re: Support of an Amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Timeshares and Fractional Ownership in Chatham Hills.

My name is Ann & Farrokh Sadr.

I am a homeowner at 2024 Paddington Drive (Street address or Lot #),
Park City, Utah 84060.

I am a member of the Chatham Hills HOA, a Utah nonprofit corporation and part of the Chatham Crossing Subdivision.

I support an amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Fractional Ownership and Time Shares in Chatham Hills.

I also vote in favor of the proposed Amendment to the Declaration of Covenants, Conditions, and Restrictions for Chatham Crossing, also known as Chatham Hills, to prohibit Timeshares, Fractional Ownership and Interval Occupancy Use.

Ann Sadr / F. S. Sadr MD 8/30/2022
Signature Date

Please return by email, local delivery or mail to one of the two board members below:

Carol Dalton President CH HOA. 9 Waterloo Cir. Park City, UT 84060

Daltonpc@comcast.net 435-640-4004

Ann Sadr, Secretary CH HOA. 2024 Paddington Dr. Park City, UT 84060.

aesadr@yahoo.com 610-360-9838

To: Park City Municipal Corporation, Planning Department

From: Chatham Hills Homeowner (Subdivision of Chatham Crossing).

Re: Support of an Amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Timeshares and Fractional Ownership in Chatham Hills.

My name is EARL H. GUNNERSON.

I am a homeowner at LOT #43 (OWNER) 2030 HIGH STREET (Street address or Lot #),
Park City, Utah 84060.

I am a member of the Chatham Hills HOA, a Utah nonprofit corporation and part of the Chatham Crossing Subdivision.

I support an amendment to the Land Management Code 15-2.13-2 to prohibit Nightly Rentals, Fractional Ownership and Time Shares in Chatham Hills.

I also vote in favor of the proposed Amendment to the Declaration of Covenants, Conditions, and Restrictions for Chatham Crossing, also known as Chatham Hills, to prohibit Timeshares, Fractional Ownership and Interval Occupancy Use.

Earl H. Gunnerson

Signature

30 AUG 2022

Date

Please return by email, local delivery or mail to one of the two board members below:

Carol Dalton President CH HOA. 9 Waterloo Cir. Park City, UT 84060

Daltonpc@comcast.net 435-640-4004

Ann Sadr, Secretary CH HOA. 2024 Paddington Dr. Park City, UT 84060.

aesadr@yahoo.com 610-360-9838

RECEIVED

SEP 30 2022

PARK CITY
PLANNING DEPT.

Dear Mayor, City Council and Planning Commission,

I represent the Trustees of the Solamere Homeowner's Association. Solamere is a Master Planned Development from the late 1980s, with 111 owners, where nearly 50% are primary residents, 25% secondary owners who do not rent their homes and 25% are secondary owners who rent their homes.

The Solamere Homeowners Association Board believes that Fractional Ownership as it is defined in the proposed amendments to LMC §15-15-1 is inconsistent with the residential character of our neighborhood. Therefore, we request that you put our community in a zone which does not allow it, or otherwise make our community an exception to allowing Fractional Ownership.

Our community is governed by its lawful CC&Rs. Each owner bought into the community knowing and approving of its CC&Rs, By-Laws, and its Rules and Regulations. They do not expect those governing documents to be changed to permit Fractional Ownership without their consent to amendments thereto.

Our Governing Documents have always restricted structures to single-family homes, no duplexes, no subdivisions, and we have always had restrictions on nightly rentals. Since our HOA's inception, our Governing Documents allow only one rental every seven days and no commercial use (i.e. no business events of any kind). This has proven to be a good policy and it reasonably addresses the bed base objectives of the City but calls for a reasonable limitation on revolving neighbors for our primary owner occupants and does not cause increased use of our common area facilities. This has been our limitation for over 40 years and it has proven effective and remains desirable.

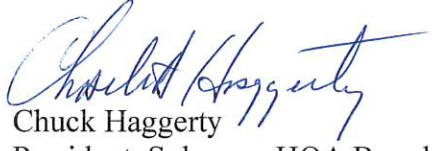
In addition, Solamere has various rules intended to preserve the beauty and quiet of the neighborhood, including rules about placement of garbage bins, on-street parking, tidiness of landscaping, and many other matters. Our experience has been that obtaining compliance with these rules tends to be more difficult when a "third-party", rather than the homeowner, manages the property. Third-party management is characteristic of Fractional Ownership and we think it would increase the burdens on our Homeowners Association.

We suggest that a new Ordinance allow Fractional Ownership, but it allows any subdivision to opt out if they find its not in the best interest of the residents.

We request the City Council/Planning Commission not, without the Owner's (HOA) consent, impose a Fractional Ownership Ordinance governing the Solamere Board of Trustee's. Instead, it should give us and each subdivision a free choice option of allowing Fractional Ownership or not.

Again, please do not enact any ordinance or amend any ordinance which would, without Solamere's consent, allow Fractional Ownership. Doing so would change the ownership experience which every current owner agreed to when their unit was purchased.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chuck Haggerty". The signature is fluid and cursive, with a long horizontal stroke extending from the end.

Chuck Haggerty
President, Solamere HOA Board of Trustees

To: Park City Planning Department
Attn Spencer Cawley
From: West Ridge HOA
West Ridge Subdivision and West Ridge Subdivision Phase 2

Date: December 3, 2022

Subject: Land Management Code Amendment Application
Ref 15-2.13 Residential Development (RD) District / 15-2.13-2 USES

The West Ridge BOD has sent out information and vote request to our Lot Owners for approval to submit the above referenced application which would redistrict our HOA into the "Red Zone" for **No Fractional Ownership and No Nightly Rentals** allowed. The Owners have overwhelmingly voted to approve submitting the above referenced Application as follows:

Approve 35
Disapprove 3
Non-Voting 2 (no response)

**Total Owners/Lots voting equal 40 (note that lot 41 and 29 are combined as one voting owner)

The West Ridge Subdivision is of similar makeup in terms of residents as adjacent Associations such as Fairway Hills and Fairway Meadows which have previously been granted "Red" status.

On that basis, West Ridge respectfully requests being granted like status.

We are submitting the appropriate documents for consideration as noted in the Application.

Thank you for your consideration

West Ridge Board of Directors
John Feasler
Janet Smith
Jeff Ackerman

Land Management Code Amendment to LMC § 15-2.13-2(A),
Residential Development District *Allowed Uses*
**West Ridge Homeowners Association-West Ridge Subdivision
and West Ridge Subdivision Phase 2
Park Meadows**

15.2-13 RESIDENTIAL DEVELOPMENT (RD) DISTRICT
Ref Section 15-2.13-2(A)(6)

CURRENT

A. Allowed Uses

6. Nightly Rental

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

PROPOSED UPDATE

A. Allowed Uses

6. Nightly Rental

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

West Ridge HOA (Subdivision and Subdivision Phase 2) requests that we are designated a Red Zone which prohibits Nightly Rentals and Fractional Ownership.

West Ridge is similar in terms of Resident makeup of Fairway Hills and Fairway Meadows, both of which have been designated in the Red Zone.

LMC vote

			Vote yes	Vote no
Plat #	West Ridge Address	Owner Name		
WR-1	2516 Larkspur Dr	Jeff Ackerman and Maureen Patin	1	
WR-2	2522 Larkspur Dr	Lonnie and Lenora Wulfe	1	
WR-3	2526 Larkspur Dr	Bob and Vicki Schaefer	1	
WR-4	2530 Larkspur Dr	Wanda Bamberger	1	
WR-5	2534 Larkspur Dr	William and Ellen Oppenheim		1
WR-6	2531 Larkspur Dr	Glenn and Christine Lesko		1
WR-7	2525 Larkspur Dr	Steve and Joan Clark	1	
WR-8	2511 Larkspur Dr	Larry and Amy Gates	1	
WR-9	2507 Larkspur Dr	John and Liz Feasler	1	
WR-10	2541 Larkspur Dr	Robyn Griffin		
WR-11	2543 Lupine Lane	Katherine Kendall and John Raskind	1	
WR-12	2545 Lupine Lane	Michael Bigham and Mary Roth	1	
WR-13	2547 Lupine Lane	John and Cheryl Gorman	1	
WR-14	2549 Lupine Lane	David and Linda Jenkins		1
WR-15	2559 Lupine Lane	Debra and Blake Jorgensen	1	
WR-16	2561 Columbine Ct	Terry and Ann Marie Horner	1	
WR-17	2567 Columbine Ct	Tom and Martha Omberg	1	
WR-18	2573 Columbine Ct	Hildegard Rayner	1	
WR-19	2579 Columbine Ct	Laird C. Cleaver	1	
WR-20	2580 Columbine Ct	Marie and Thierry Amat	1	
WR-21	2574 Columbine Ct	Leslie and James Meek	1	
WR-22	2570 Columbine Ct	Chuck and Jean Murphy	1	
WR-23	2566 Columbine Ct	Chuck and Jean Murphy	1	
WR-24	2560 Columbine Ct	Jeff and Diane Osborn	1	
WR-25	2556 Lupine Lane	CJ Johnson and Randy "Alf" Casper	1	
WR-26	2550 Lupine Lane	Diane and Bill Spurgeon	1	
WR-27	2546 Lupine Lane	Mary Kleven	1	
WR-28	2540 Larkspur Dr	Rod Kleinhammer and Stacey Stephensor	1	
WR-30	2574 Larkspur Dr	Jeff and Tracy Rhodes		
		Bev and Ted Brown	1	
WR-31	2580 Larkspur Dr.	Grant and Shawna Sisler		
WR-32	2584 Larkspur Dr.	Jim and Patty Moran	1	
WR-33	2585 Larkspur Dr.	Ari Chaney and Holly Davidson	1	
WR-34	2581 Larkspur Dr.	Allyson and Michael Sanderson	1	
WR-35	2575 Larkspur Dr.	Rob and Sue Webb	1	
WR-36	2571 Larkspur Dr.	Janet and Rick Smith	1	
WR-37	2567 Larkspur Dr.	Bryan and Connie Boone	1	
WR-38	2563 Larkspur Dr.	Ken Dorman and Jennifer Gardner	1	
WR-39	2559 Larkspur Dr.	Duncan and Irene Lee	1	
WR-40	2555 Larkspur Dr.	Phil Goldsmith and Brenda Blackburn	1	
WR-41	2562 Larkspur Dr.	Barbara Lundy	1	
Total			35	3
	2 non vote responses			

City Council Staff Report



Subject: 1301 Park Avenue Subdivision
Application: PL-22-05195
Author: Spencer Cawley, Planner II
Date: February 16, 2023
Type of Item: Administrative – Subdivision

Recommendation

(I) Review the 1301 Park Avenue Subdivision and proposed vacation of Right-of-Way, (II) hold a public hearing, and (III) consider approving Ordinance No. 2023-07, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as outlined in the Draft Ordinance (Exhibit A).

Description

Applicant: Sue Knudson
Location: 1301 Park Avenue
Zoning District: Historic Residential – Medium Density (HRM)
Adjacent Land Uses: Single-Family Residential, Multi-Unit Dwellings, Library Field
Reason for Review: Subdivisions require Planning Commission recommendation and City Council Final Action¹

HRM Historic Residential Medium
LMC Land Management Code
ROW Right-of-Way
SFD Single-Family Dwelling

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

Summary

The Applicant proposes creating two Lots from one metes-and-bounds parcel at 1301 Park Avenue. Lot 1 (190 13th Street) will contain an existing, non-historic A-Frame Single-Family Dwelling (SFD). Lot 2 (1301 Park Avenue) will contain a Landmark Historic Structure Duplex Dwelling. The Applicant also proposes vacation of 355 square feet of the 13th Street Right-of-Way (ROW) to increase the size of both Lots.

On December 14, 2022, the Planning Commission held a Work Session to receive a high-level review of the Applicant's proposal ([Staff Report](#); [Meeting Minutes](#)). In that meeting, several Commissioners stated there is Good Cause for this application. They also agreed with the City Engineer's request for a 10-foot public snow storage easement along 13th Street. The Planning Commission requested additional information from the City Engineer regarding potential pedestrian infrastructure improvements on

¹ LMC § [15-12-15\(B\)\(9\)](#)

13th Street.

On January 11, 2023, the Planning Commission reviewed the proposal, conducted a public hearing, and forwarded a positive recommendation for City Council's consideration. As part of their recommendation, the Planning Commission amended Condition of Approval 11, changing "active transportation improvements" to "improvements."

Two Commissioners voted to forward a negative recommendation because they believed the property owner could achieve the required Lot size to accommodate the Duplex Dwelling without petitioning the City to vacate a portion of the 13th Street ROW. A majority of Commissioners found Good Cause for this Subdivision and ROW vacation because it helps to maintain minimum Lot widths and allows the property owner off-street parking opportunities. ([Staff Report](#); [Meeting Audio](#).)

Overview

1301 Park Avenue is a metes-and-bounds parcel in Block 24 of the Snyder's Addition to the Park City Survey and contains 6,072 square feet. Two structures occupy the site, (1) a [Landmark Historic Structure](#)² built circa 1904 that was eventually turned into a Duplex, and (2) a non-historic A-Frame Single-Family Dwelling built in 1964.

The Applicant proposes to create two Lots, one for each structure. The non-historic A-Frame Single-Family Dwelling will occupy Lot 1 (2,539 square feet). The Landmark Historic Structure/Duplex will occupy Lot 2 (3,533 square feet).



A-Frame Structure Built in 1964



Landmark Historic Structure built c. 1904

Additionally, the Applicant is proposing to grant a public access easement along Park Avenue where the existing sidewalk and bike lane cross the property (total of 266 square feet) and petitions the City to vacate a portion of the 13th Street Public Right-of-Way (ROW) —355 square feet total: 138 square feet for Lot 1 and 217 square feet for Lot 2. The Applicant indicates that the vacated ROW will allow the Duplex to comply with the HRM Zoning District's minimum Lot size requirement and to provide off-street parking (See Analysis Section 1.)

² LMC [§ 15-11-10\(D\)\(1\)\(ep\)](#)

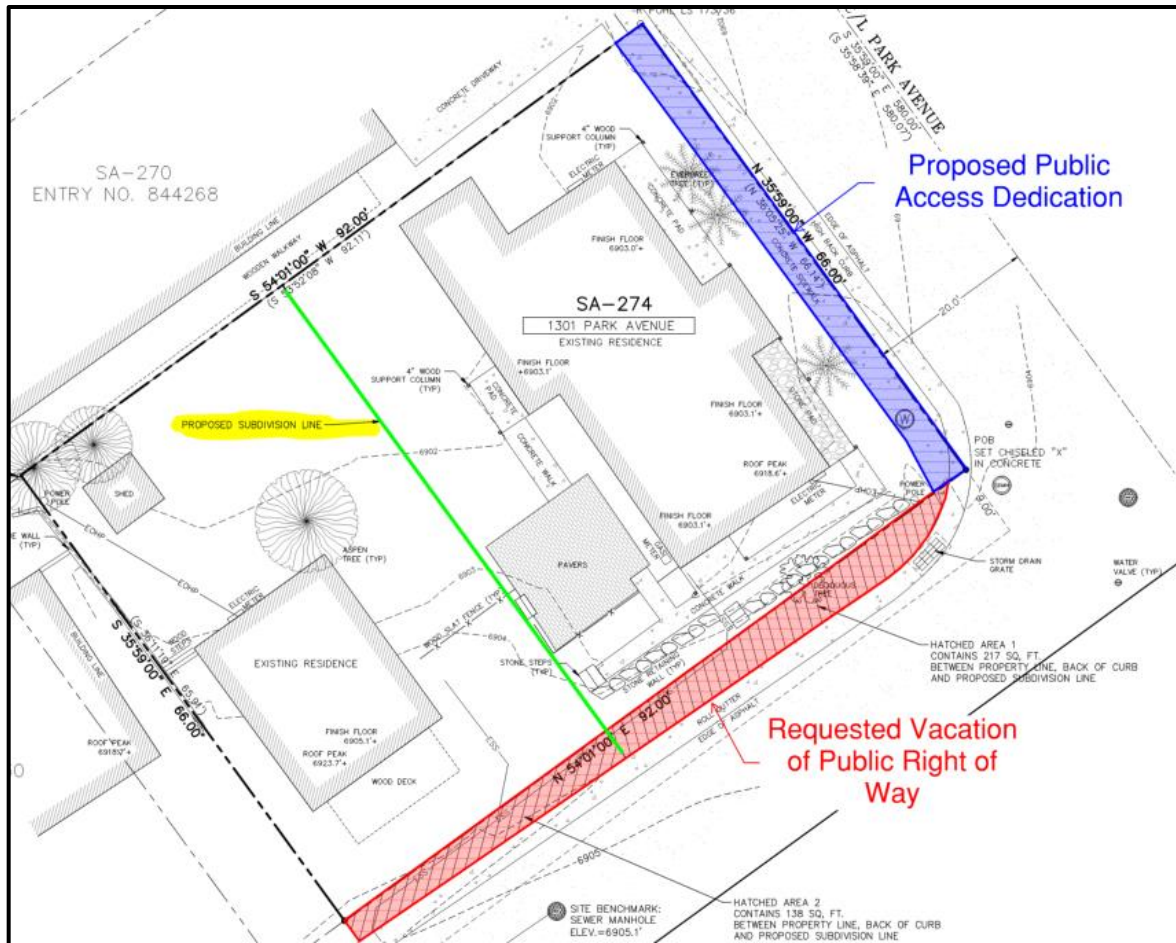


Figure 1: Annotated Plat Proposal

Background

In 2004, the Applicant applied to create two Lots. The LMC required that a Lot contain 3,750 square feet for a Duplex and 2,812 square feet for a Single-Family Dwelling. Planning Staff determined the application did not have sufficient square footage to create two lots, one for a Single-Family Dwelling and one for a Duplex. A Condition of Approval from the 2004 proposed ordinance stated the Plat could not be recorded unless the Applicant either (1) obtained approval of a special exception or variance, allowing the Duplex to remain on Lot 1 despite not meeting LMC criteria, or (2) obtained written confirmation from the Chief Building Official that each structure is a Single-Family Dwelling, requiring conversion of the Duplex to a Single-Family Dwelling.

The proposed Plat included a 3.5-foot dedication to Park City in reasonable satisfaction of the road dedication because the existing public sidewalk was partially on the Applicant's property. The Applicant never recorded the Plat and the approval expired.

The Subdivision of 1301 Park requires the proposed Lots meet the requirements of LMC Chapter 15-2.4 for the Historic Residential Medium – Density (HRM) Zoning District. The Historic Structure is a Duplex. In 2005, the City Council Staff Report

reviewing the 2004 application stated, *“the Historic Structure consists of two dwelling units and is technically a duplex, even though one of the units is only 410 square feet”* (Exhibit B).

On March 14, 2022, the Applicant submitted a Subdivision application to the Planning Department to create two Lots. Staff reviewed the submittal and determined the application complete on March 16, 2022.

Today’s LMC requires a minimum Lot size of 3,750 square feet for a Duplex in the HRM Zoning District. The proposed Lot 2 is only 3,533 square feet without the ROW vacation and does not meet this requirement. The Applicant proposes to vacate the ROW square footage in part to cure the deficiency.

The Applicant’s father, Gary Knudson, purchased 1301 Park Avenue in 1961 and confirms it was a Duplex at the time of purchase. The Land Management Code of 1968 zoned 1301 Park Avenue as “Residential Zone R-1”. At that time, a “two-family dwelling” was a Permitted Use in that zone and the minimum Lot Area was 3,000 square feet.

CHAPTER 10. RESIDENTIAL ZONE R-1

67-10-1. PERMITTED USES.

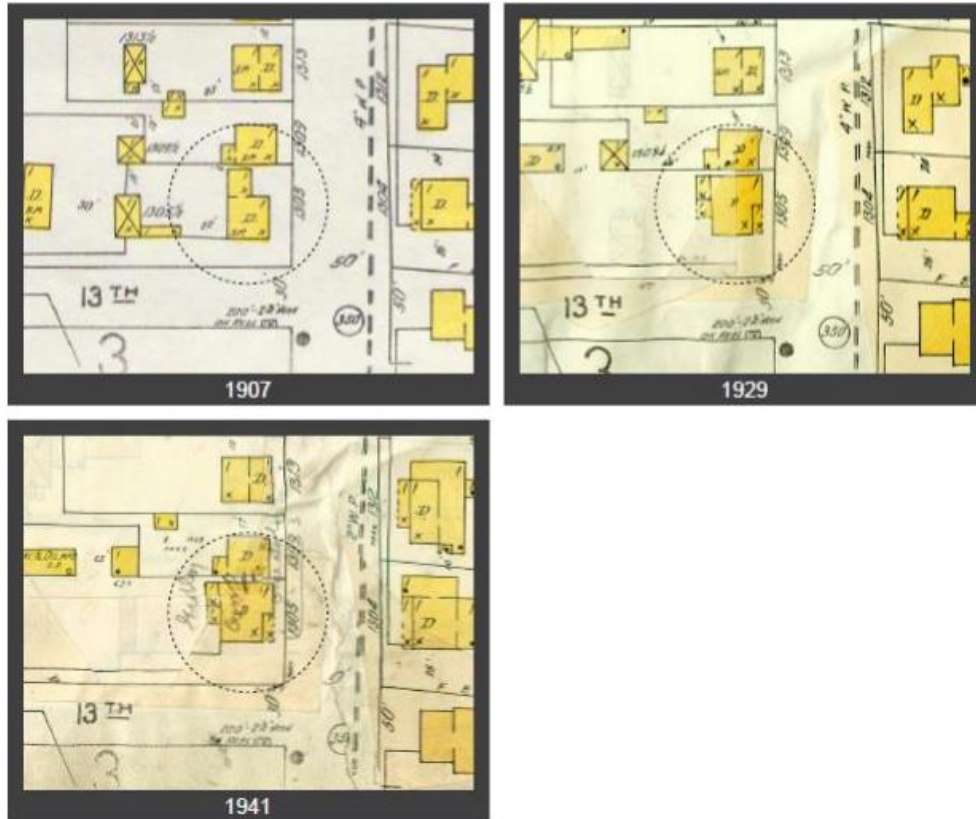
- (1) Agriculture.
- (2) Single-family dwelling.
- (3) Two-family dwelling.
- (4) Accessory buildings and uses customarily incidental to the main use.
- (5) Signs, identification, name plate, property, public information, temporary.

67-10-3. AREA REGULATIONS.

The minimum lot area shall be three thousand (3,000) square feet.

Sanborn Fire Insurance maps show 1301 Park Avenue having changed form between 1907 and 1929. The City’s Historic Sites Inventory states “[t]he Structure shown on the map is also different enough from what is shown on later maps that it is unclear if it was heavily modified or new construction altogether.”³ The Sanborn Maps show the Structure maintained consistency in form between 1929 and 1941:

³ Historic Site Form, [1301 Park Avenue](#)



LMC [Section 15-15-1](#) defines a Non-Complying Structure as follows:

NON-COMPLYING STRUCTURE. A Structure that:

1. legally existed before its current zoning designation; and
2. because of subsequent zoning changes, does not conform to the zoning regulation's Setback, Height restrictions, or other regulations that govern the Structure.

Because the Duplex was an Allowed Use when constructed under the R-1 Zoning District regulations in effect at the time the structure was converted, and the minimum Lot Size was 3,000 square feet, the Duplex is a Non-Complying Structure. The proposed Subdivision and Right-of-Way vacation creates a Lot for the Duplex that meets the minimum lot size for a Duplex under the requirements of today's LMC.

Analysis

(I) The proposed Subdivision, as conditioned, complies with the Historic Residential – Medium Density (HRM) Zoning District Requirements.

The purpose of the HRM Zoning District is to:

1. allow continuation of permanent residential and transient housing in original residential Areas of Park City;

2. encourage new Development along an important corridor that is Compatible with Historic Buildings and/or Structures in the surrounding Area;
3. encourage the rehabilitation of existing Historic Buildings and/or Structures;
4. encourage Development that provides a transition in Use and scale between the Historic District and the resort Developments;
5. encourage Affordable Housing;
6. encourage Development which minimizes the number of new driveways Accessing existing thoroughfares and minimizes the visibility of Parking Areas; and
7. establish specific criteria for the review of Neighborhood Commercial Uses in Historic Buildings and/or Structures along Park Avenue.⁴

The table below outlines the HRM Zoning District Lot and Site Requirements⁵:

HRM Requirements	Proposed Lot 1 (190 13 th Street)	Proposed Lot 2 (1301 Park Avenue)
Allowed Uses: <ul style="list-style-type: none"> • Single Family Dwelling • Duplex⁶ 	Existing Single-Family Dwelling	Existing Landmark Historic Structure converted into a Duplex
Minimum Lot Size: 1,875 square feet for a Single-Family Dwelling 3,750 square feet for a Duplex	<p>Complies Proposed Lot will contain 2,539 square feet.</p> <p>The Applicant petitions the City to vacate 355 square feet of the 13th Street ROW. This will increase the Lot Size to 2,695 square feet.</p>	<p>Condition of Approval 4</p> <p>Proposed Lot will contain 3,533 square feet and does not meet the minimum lot size requirements of the HRM Zoning District for a Duplex, falling short by 217 square feet.⁷</p> <p>The Applicant petitions the City to vacate 355 square feet of the 13th Street ROW. 217 square feet of the ROW will increase the Lot Size to 3,750 square feet.</p> <p>The Applicant shall receive approval from the City</p>

⁴ LMC [§ 15-2.4-1](#)

⁵ LMC [§ 15-2.4-3](#)

⁶ LMC [§ 15-2.4-2\(A\)\(1-2\)](#)

⁷ Staff suggested to the Applicant that subdividing the Lots so that Lot 2 meets the Minimum Lot Size is an appropriate alternative.

		Council to vacate the ROW. If approved, the plat shall show the vacation on the final plat.																
Minimum Lot Width: 37.50 feet measured 15 feet back from the front Lot Line	Complies Lot 1, as proposed, is 38.47 feet wide.	Complies Lot 2 will have two Front Yards. ⁸ The width along 13 th Street measures 53.53 feet and the width along Park Avenue measures 66 feet.																
Setbacks: Front: 15 feet Rear: 10 feet Side: 5 feet	Condition of Approval 6 <table><tr><td>Required:</td><td>Existing:</td></tr><tr><td>Front: 15'</td><td>12'</td></tr><tr><td>Rear: 10'</td><td>29'</td></tr><tr><td>Side: 5'</td><td>4.7' and 11'</td></tr></table> See Condition of Approval 6 below.	Required:	Existing:	Front: 15'	12'	Rear: 10'	29'	Side: 5'	4.7' and 11'	Complies <table><tr><td>Required:</td><td>Existing:</td></tr><tr><td>Front: 15'</td><td>8' and 10'</td></tr><tr><td>Rear: 10'</td><td>15'</td></tr><tr><td>Side: 5'</td><td>2' 7"</td></tr></table> Historic Structures are exempt from Setback requirements. ⁹	Required:	Existing:	Front: 15'	8' and 10'	Rear: 10'	15'	Side: 5'	2' 7"
Required:	Existing:																	
Front: 15'	12'																	
Rear: 10'	29'																	
Side: 5'	4.7' and 11'																	
Required:	Existing:																	
Front: 15'	8' and 10'																	
Rear: 10'	15'																	
Side: 5'	2' 7"																	
Building Height: 27 feet from existing grade	Complies Existing: 20 feet, 6 inches	Complies Existing: 16 feet, 6 inches																
Parking	Condition of Approval 5 Any additions or new construction on Lot 1 requires the Applicant to provide two off-street parking spaces pursuant to LMC § 15-3-6(A) . If new construction is introduced to Lot 1, then the Applicant shall adhere to the Parking Area and Driveway standards in LMC § 15-13-8(B)(1)(h) , <i>Design Guidelines</i>	Complies Historic Structures are exempt from Parking requirements. ¹⁰																

⁸ Pursuant to LMC [§ 15-4-17](#), Development on Corner Lots shall have two front Setbacks, unless otherwise an exception by this Code. The Rear Yard will be the side of the Property opposite the driveway Access from the Street. If it is not clear which boundary should border the Rear Yard, the Planning Director may specify which is the Rear Yard.

⁹ LMC [§ 15-2.4-4](#)

¹⁰ LMC [§ 15-2.4-4](#)

	<i>for New Residential Infill Construction in Historic Districts and LMC Chapter 15-3 Off-Street Parking.</i>	
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Pursuant to LMC [§ 15-2.4-4](#), Historic Structures that do not comply with Building Footprint, Building Height, Building Setbacks, Off-Street parking, and driveway location standards are valid Non-Complying Structures. Additions to Historic Buildings and/or Structures are exempt from Off-Street parking requirements provided the addition does not create a Lockout Unit or an Accessory Apartment. Staff recommends **Condition of Approval 6**: Any additions or new construction on either Lot must comply with current Building Setbacks, Building Footprint, driveway location standards, and Building Height.

Architectural Review LMC [§ 15-2.4-12](#)

Prior to issuance of a Building Permit for any Conditional or Allowed Use, the Planning Department shall review the proposed plans for compliance with LMC Chapter 15-5 *Architectural Review*, LMC Chapter 15-11 *Historic Preservation*, and LMC Chapter 15-13 *Design Guidelines for Historic Districts and Historic Sites*.

(II) The City must find Good Cause to vacate a Public Right-of-Way. Evaluation criteria includes (A) no increase in density, (B) neighborhood compatibility, (C) consideration, and (D) no significant utility of the existing Right-of-Way.

Park City [Resolution No. 8-98](#) establishes the policy for vacation of public ROW. The City may generally find Good Cause when a proposal demonstrates a “net tangible benefit” to the immediate neighborhood and to the City as a whole. The City will evaluate the proposal pursuant to the criteria outlined below to determine whether a “net tangible benefit” has been demonstrated by the petitioner.

(a) No Increase in Density.

LMC [§ 15-15-1](#) defines *Density* as:

The intensity or number of non-residential and Residential Units expressed in terms of Unit Equivalents per acre or Lot or units per acre. Density is a function of both number and type of Dwelling Units and/or non-residential units and the land Area.

In terms of visual compatibility, Density refers to the pattern of clustering residential or commercial structures within the neighborhood and/or District. The pattern is established by the overall mass (length, height, and width) of the structure visible from the Right-of-Way, size of the lot(s), width between structures, and orientation of structures on the site.

The proposed vacation of the 13th Street Right-of-Way will add square footage to both

Lots. While the Applicant proposes an easement along Park Avenue for the existing public sidewalk, this easement will not reduce the size of the Lots. The HRM Zoning District establishes volume-based density of structures, based on setbacks and height.¹¹ Adding square footage to each Lot increases the potential structures that can be built on the lots, because it will decrease the required setbacks.

Resolution No. 8-98 Requirement	Analysis of Proposal
Existing density shall be determined by counting the Lots/units that the petitioner could reasonably obtain a building permit for at the time the petition is filed.	<p>Complies</p> <p>The existing density will remain at one Single-Family Dwelling on Lot 1 and one Duplex on Lot 2. Single-Family Dwellings and Duplexes are allowed uses in the HRM Zoning District.</p>
The existing density must have existing access and must not require a plat amendment in order to obtain a building permit.	<p>Complies</p> <p>Access to proposed Lot 1 is from 13th Street and proposed Lot 2 is from both 13th Street and Park Avenue. A plat amendment is proposed simultaneously with the vacation of the ROW.</p>
Street rights-of-way will generally not be vacated to facilitate greater density, floor area or area of disturbance.	<p>Complies</p> <p>The 266 square feet of proposed easement on Lot 2 contains a sidewalk and bike lane. The 13th Street vacation grants the petitioner a net increase of 49 square feet for proposed Lot 2.</p> <p>The petition grants 138 additional square feet to proposed Lot 1.</p> <p>However, the Setbacks do not decrease for either Lot as a result of the vacation of ROW. Lot 1 can only accommodate a Single-Family Dwelling and Lot 2 can accommodate either a Single-Family Dwelling or a Duplex, as is present today.</p>
New applications which proposed the subdivision of rights-of-way shall be reviewed under Land Management Code	<p>Not Applicable</p> <p>The petitioner does not propose a</p>

¹¹ LMC [§ 15-2.4-3](#)

("LMC") Chapter 15, Subdivisions, and must result in a lower density than that permitted by the underlying zoning (Chapter 7), without the vacated right-of-way.	subdivision of the ROW.
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(b) Neighborhood Compatibility.

Resolution No. 8-98 Requirement	Analysis of Proposal
Size and location of the site	<p>Complies</p> <p>The 13th Street ROW vacation is parallel to the existing Lot and 355 square feet total: 138 square feet for Lot 1 and 217 square feet for Lot 2.</p>
Traffic impacts including capacity of the existing streets in the area	<p>Complies</p> <p>Traffic capacity will not increase on Park Avenue or 13th Street.</p>
Utility capacity	<p>Complies</p> <p>The petitioned area of the ROW vacation is currently unimproved. The City Engineer reviewed this petition and notes that the vacated area will not be used for utilities nor road widening.</p>
Emergency vehicle access	<p>Complies</p> <p>Emergency vehicle access will remain consistent with the existing ROW.</p>
Location and amount of off-street parking	<p>Complies</p> <p>Because 1301 Park Avenue is a Landmark Historic Structure, Lot 2 is exempt from off-street parking requirements pursuant to LMC § 15-2.1-4.</p> <p>The vacation of ROW gives Lot 1 extra depth to increase the area for tandem parking and possibly a future driveway to</p>

	a parking area at the rear of the Lot.
Internal circulation	Not Applicable
Fencing, screening, and landscaping to separate the Use from adjoining Uses	Not Applicable
Building mass, bulk, and site plan	<p>Complies</p> <p>The Applicant indicates they intend to rehabilitate the historic Structure on Lot 2. The A-Frame Structure may remain as is, be demolished, or remodeled. Any development on either Lot shall comply with the LMC.</p>
Useable open space	Not Applicable
Signs and lighting	Not Applicable
Physical design and compatibility with surrounding structures in mass, scale, style, design, and architectural detailing	<p>Complies</p> <p>Currently, the Historic Structure and the A-Frame Structure are compatible with surrounding structures and contribute to the Historic character of Old Town. Development on either Lot is governed by the LMC and the Historic District Design Guidelines ensuring compatibility in mass, scale, style, design, and architectural detailing of the surrounding area.</p>
Provision of snow storage, and mitigation of noise, vibration, odors, steam, or other mechanical factors that might affect people and property off site	<p>Condition of Approval 7</p> <p>The proposed Subdivision Plat shall indicate a ten-foot-wide public snow storage easement along 13th Street. The vacation of ROW will not have detrimental effects on surrounding property and property owners and will support snow storage.</p>
Control of delivery and service vehicles, loading and unloading zones, and screening of trash pick-up areas	Not Applicable

Expected ownership and management of the project as primary residences, condominiums, time interval ownership, Nightly Rental, or commercial tenancies	Not Applicable
Proposed uses in an historic district must comply with the Historic District Architectural Guidelines provided in a supplement to the LMC	Condition of Approval 8 The Applicant shall obtain HDDR approval prior to construction on either Lot.
All proposed uses in the zones outside an historic district must comply with the General Architectural Guidelines in LMC Chapter 9	Not Applicable
The Sensitive Area Overlay Zone Regulations (which normally apply only to property within the Sensitive Area Overlay Zone) shall apply to all development proposals including a petition to vacate right-of-way, regardless of the underlying zoning/platting of the development.	Not Applicable

(c) Consideration

Resolution 8-98 states the following:

Proposals must compensate the City for the loss of the right-of-way. Consideration favored by the City will generally be financial (market value based upon square footage); open space dedication above and beyond normal subdivision or development approval requirements; trail or public access dedication above and beyond normal subdivision or development approval requirements; replacement of right-of-way dedication; and/or any other public amenity deemed in the best interests of Park City's citizens.

The Applicant proposes dedicating an easement along Park Avenue to the City for the sidewalk. The Planning Commission requests the Applicant also dedicate an easement for a sidewalk along 13th Street.

(d) Utility of Existing Right of Way

Resolution 8-98 states the following:

The City shall typically dispose of public Right-of-Way only when the Right-of-Way is no longer of significant utility to the City. The City shall consider the Right-of-Way's status as listed in the Streets Master Plan. The recommendation to the City Engineer, existing improvements and utilities within the Right-of-Way, and the Capital Improvement Plan. Replacement of the prior Right-of-Way alignment or dedication of new Right-of-Way must meet the construction and width standards in the Streets Master Plan, unless otherwise reduced by the City Engineer.

The City Engineer has noted that this portion of Public ROW will not be used in the future for utility development or road widening. However, the City Engineer has requested that if the ROW is vacated that a 10-foot access easement be placed on the property from the new property line inward to be used for snow storage and potential future improvements that could include a sidewalk along 13th Street.

(III) The Planning Commission finds Good Cause for this Plat amendment because (A) present land Uses and the character of the HRM Zoning District are retained, (B) no Public Street or Right-of-Way is vacated or amended, and (C) no easement is vacated or amended.

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

LMC [§ 15-15-1](#) defines Good Cause as “[providing positive benefits and mitigating negative impacts, determined on a case by case basis to include such things as: providing public amenities and benefits, resolving existing issues and non-conformities, addressing issues related to density, promoting excellent and sustainable design, utilizing best planning and design practices, preserving the character of the neighborhood and of Park City and further the health safety and welfare of the Park City Community.”

A. The Historic Residential – Medium Density Zoning District Uses and Character of the residential Area is retained.

This proposal is consistent with the Zoning District by preserving the character of the Historic residential development, encouraging the preservation/rehabilitation of the site's Historic Structure, and encouraging Development that provides a transition in Use and scale between the Historic District and resort Development. The proposed public access easement along Park Avenue preserves a public benefit for pedestrians and cyclists.

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

The Applicant petitions the City to vacate a portion of the 13th Street ROW pursuant to

the requirements of Resolution No. 8-98.

C. No easement is vacated or amended.

The Subdivision will not vacate or amend any easement.

(IV) If the Right-of-Way Vacation and Plat Amendment is approved, the Development Review Committee¹² requires Conditions of Approval at the Building Permit phase.

The Development Review Committee met on May 17, 2022, and requires the following:

- Snyderville Basin Water Reclamation District noted the sewer connection from the A-Frame to the main sewer lateral would effectively cross property lines, which is not permitted. Additionally, a water ejector pump may be required for any basement bathrooms (Condition of Approval 9).
- The Engineering Department noted high water tables are an issue in this area and further study may be required to identify the permissible depth if basements are proposed (Condition of Approval 10).
- The Engineering Department does not have immediate plans to construct a sidewalk along 13th Street. However, the City Engineer requires a Condition of Approval that the Applicant shall include an irrevocable offer or dedication in a form approved by the City Attorney on the final plat granting a public access easement adjacent to the 13th Street Right-of-Way. The City may accept the dedication if future active transportation improvements are made to the vacated portion of the 13th Street Right-of-Way (Condition of Approval 11).

Department Review

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

Notice

Staff published notice on the City's website and the Utah Public Notice website on December 24, 2022. Staff posted notice to the property and mailed courtesy notice to all property owners within 300 feet on December 28, 2022. The *Park Record* published notice on December 24, 2022.¹³

¹² The Development Review Committee meets the first and third Tuesday of each month to review and provide comments on Planning Applications, including review by the Building Department, Engineering Department, Sustainability Department, Transportation Planning Department, Code Enforcement, the City Attorney's Office, Local Utilities including Rocky Mountain Power and Dominion Energy, the Park City Fire District, Public Works, Public Utilities, and the Snyderville Basin Water Reclamation District (SBWRD).

¹³ LMC [§ 15-1-21](#)

Public Input

Staff did not receive any public input related to this application, and no public comments were made at the Planning Commission's public hearing.

Alternatives

- The City Council may adopt Ordinance No. 2023-07; or
- The City Council may deny Ordinance No. 2023-07 and direct staff to make Findings for this decision; or
- The City Council may continue the discussion to a date certain.

Exhibits

Exhibit A: Draft Ordinance No. 2023-07
Exhibit B: 2005 City Council Staff Report
Exhibit C: Existing Survey
Exhibit D: Applicant's Letter of Intent

Ordinance No. 2023-07

**AN ORDINANCE APPROVING THE VACATION OF A PORTION OF THE PLATTED
13TH STREET RIGHT-OF-WAY AND THE 1301 PARK AVENUE SUBDIVISION,
LOCATED AT 1301 PARK AVENUE, PARK CITY, UTAH**

WHEREAS, the owner of the property located at 1301 Park Avenue petitioned the City Council for approval of the 1301 Park Avenue Subdivision; and

WHEREAS, the owner of the property located at 1301 Park Avenue petitioned the City Council for a vacation of 355 square feet of the platted 13th Avenue; and

WHEREAS, on December 24, 2022, notice was published in the *Park Record* and on the City, and Utah Public Notice websites; and

WHEREAS, on December 28, 2022, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, on December 28, 2022, courtesy notice was mailed to property owners within 300 feet of 1301 Park Avenue; and

WHEREAS, the requirements of State Code 10-9a-609.5 Vacating a Street, Right-of-Way, or Easement were followed; and

WHEREAS, the guidelines provided in Resolution 08-98 were followed in analyzing the request for vacation; and

WHEREAS, on December 14, 2022, the Planning Commission held a Work Session and requested additional information from the City Engineer; and

WHEREAS, on January 11, 2023, the Planning Commission reviewed the proposal and held a public hearing; and

WHEREAS, on January 11, 2023, the Planning Commission forwarded a positive recommendation for City Council's consideration on February 16, 2023; and

WHEREAS, on February 16, 2023, the City Council reviewed the proposal and held a public hearing; and

WHEREAS, the Subdivision is consistent with the Park City Land Management Code, including § 15-7.1-3(B), § 15-12-15(B)(9), and Chapters 15-2.4 and 15-7.

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

SECTION 1. APPROVAL. The 1301 Park Avenue Subdivision, as shown in

Attachment 1, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. The property is located at 1301 Park Avenue.
2. Lot 2 will be known as 190 13th Street.
3. The property is listed with Summit County as Parcel number SA-274.
4. The existing Historic Structure at 1301 Park Avenue is listed as “Landmark” on the Park City Historic Sites Inventory.
5. On March 14, 2022, the Applicant petitioned Park City to vacate a portion of the 13th Street Right-of-Way.
6. On March 16, 2022, staff determined the application was complete.
7. The proposed Subdivision memorializes the petition to vacate a 355 square feet portion of the 13th Street Right-of-Way and the dedication of 266 square feet public access easement for the existing sidewalk and bike lane along Park Avenue.
8. No easement is vacated or amended as a result of the Subdivision.
9. The property is in the Historic Residential – Medium Density (HRM) Zoning District.
10. LMC § 15-2.4-3 regulates HRM Lot and Site Requirements.
11. The Subdivision creates two Lots: Lot 1 contains a non-Historic A-Frame Single-Family Dwelling; Lot 2 contains a Historic Landmark Structure currently designated as a Duplex.
12. A Single-Family Dwelling is an allowed Use in the HRM Zoning District and requires a Minimum Lot Size of 1,875 square feet. Lot 1 contains 2,539 square feet.
13. A Duplex is an allowed Use in the HRM Zoning District and requires a Minimum Lot Size of 3,750 square feet. Lot 2 contains 3,533 square feet.
14. The Applicant petitions the City to vacate 355 square feet of the 13th Street Right-of-Way. The Lot Area of Lot 1 will increase to 2,695 square feet and the Lot Area of Lot 2 will increase to 3,750 square feet.
15. Lot 1 and Lot 2 comply with the Minimum Lot Width.
16. The required Front Setback for Lot 1 and Lot 2 is 15 feet. Lot 1 is legal non-complying with a 12-foot setback. Lot 2 is exempt as a Historic Landmark Structure and contains two Front Setbacks, eight feet and ten feet.
17. The required Rear Setback is ten feet. Lot 1 and Lot 2 comply with this requirement.
18. The required Side Setback is five feet. Lot 1 is legal non-complying with Side Setbacks of 4.7 feet and 11 feet. Lot 2 is exempt as a Historic Landmark Structure with a Side Setback of 2.7 feet.
19. The analysis section of the staff report is included herein.

Conclusions of Law

1. The Plat Amendment is consistent with the Park City Land Management Code, including LMC Chapter 15-2.4 Historic Residential-Medium Density (HRM) Zoning District and LMC § 15-7.1-6 Final Subdivision Plat.
2. Neither the public nor any person will be materially injured by the proposed Subdivision.
3. Approval of the Subdivision, subject to the conditions stated below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

4. The Vacation of Right-of-Way is consistent with Resolution 8-98, Resolution Adopting a Policy Statement Regarding the Vacation of Public Right-of-Ways within Park City, Utah, and Utah State Code 10-9a-609, Petition to vacate a public street.

Conditions of Approval

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant shall record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) year's time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. The plat shall note that fire sprinklers are required for all new or renovation construction on Lot 1 and Lot 2, to be approved by the Chief Building Official.
4. The final plat shall show the approved vacation of Right-of-Way.
5. Any addition or new construction on Lot 1 requires the property owner to provide two off-street parking spaces pursuant to LMC § 15-3-6(A) and shall adhere to the Parking Area and Driveway standards in LMC § 15-13-8(B)(1)(h) and LMC Chapter 15-3.
6. Any additions or new construction on either Lot must comply with Building Setbacks, Building Footprint, driveway location standards, and Building Height.
7. A non-exclusive ten-foot (10') public snow storage easement on 13th Street and Park Avenue shall be dedicated on the plat.
8. The Applicant shall obtain HDDR approval prior to construction on either Lot.
9. A separate sewer connection from the A-Frame Structure to the main sewer lateral is required by Snyderville Basin Water Reclamation District.
10. High water tables are an issue in this area and the City Engineering Department requires further study to identify permissible depth if basement additions are proposed.
11. The Applicant shall include an irrevocable offer of dedication in a form approved by the City Attorney on the final plat granting a public access easement adjacent to the 13th Street Right-of-Way. The City may accept the dedication if future improvements are made to the vacated portion of the 13th Street Right-of-Way.
12. City Engineer review and approval of all lot grading, utility installations, public improvements, and drainage plans for compliance with City standards is a condition precedent to building permit issuance.

SECTION 2. VACATION APPROVAL. The vacation is approved as shown in Attachment 1.

SECTION 3. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 16th Day of February 2023.

PARK CITY MUNICIPAL CORPORATION

Nann Worel, MAYOR

ATTEST:

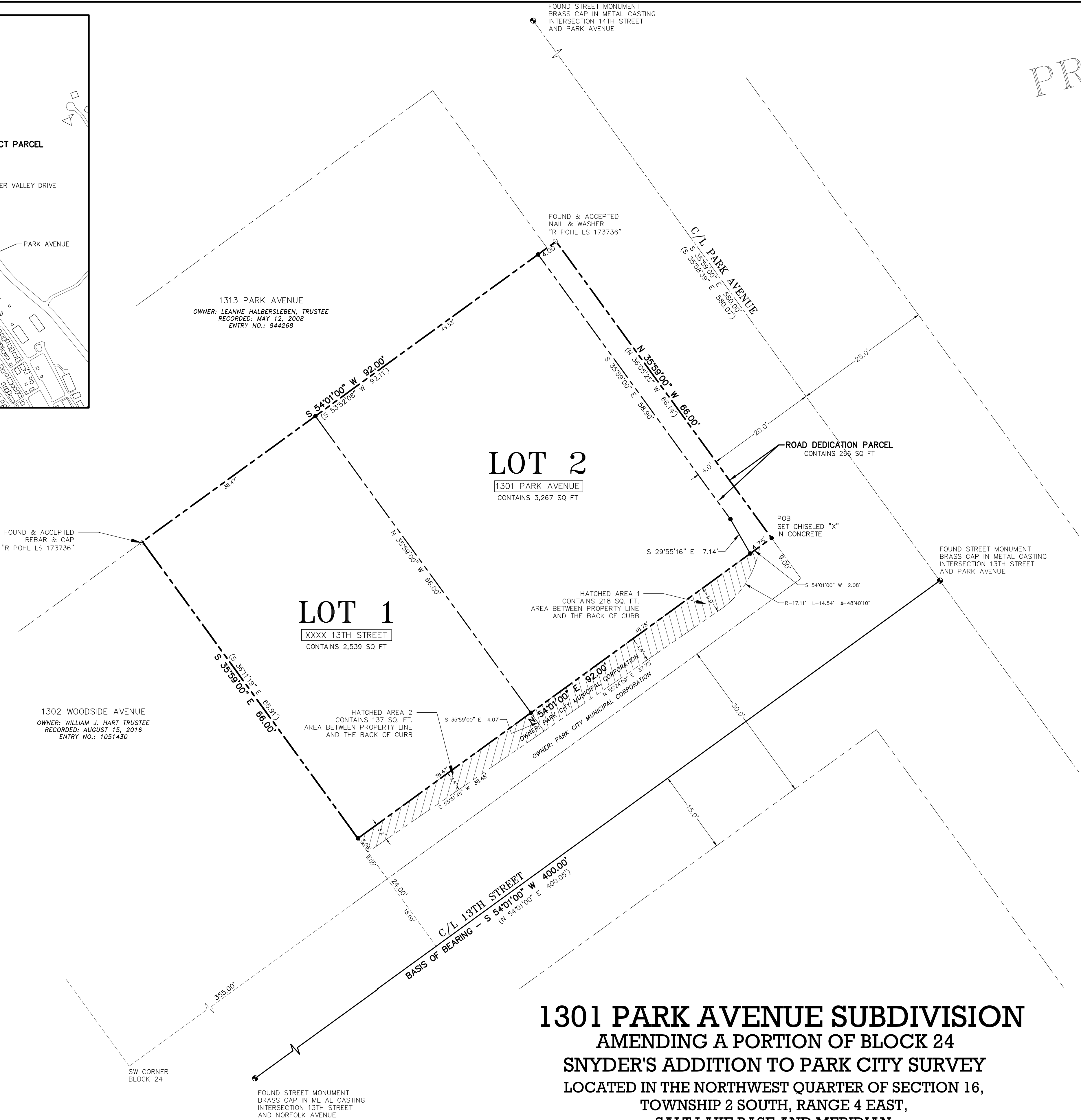
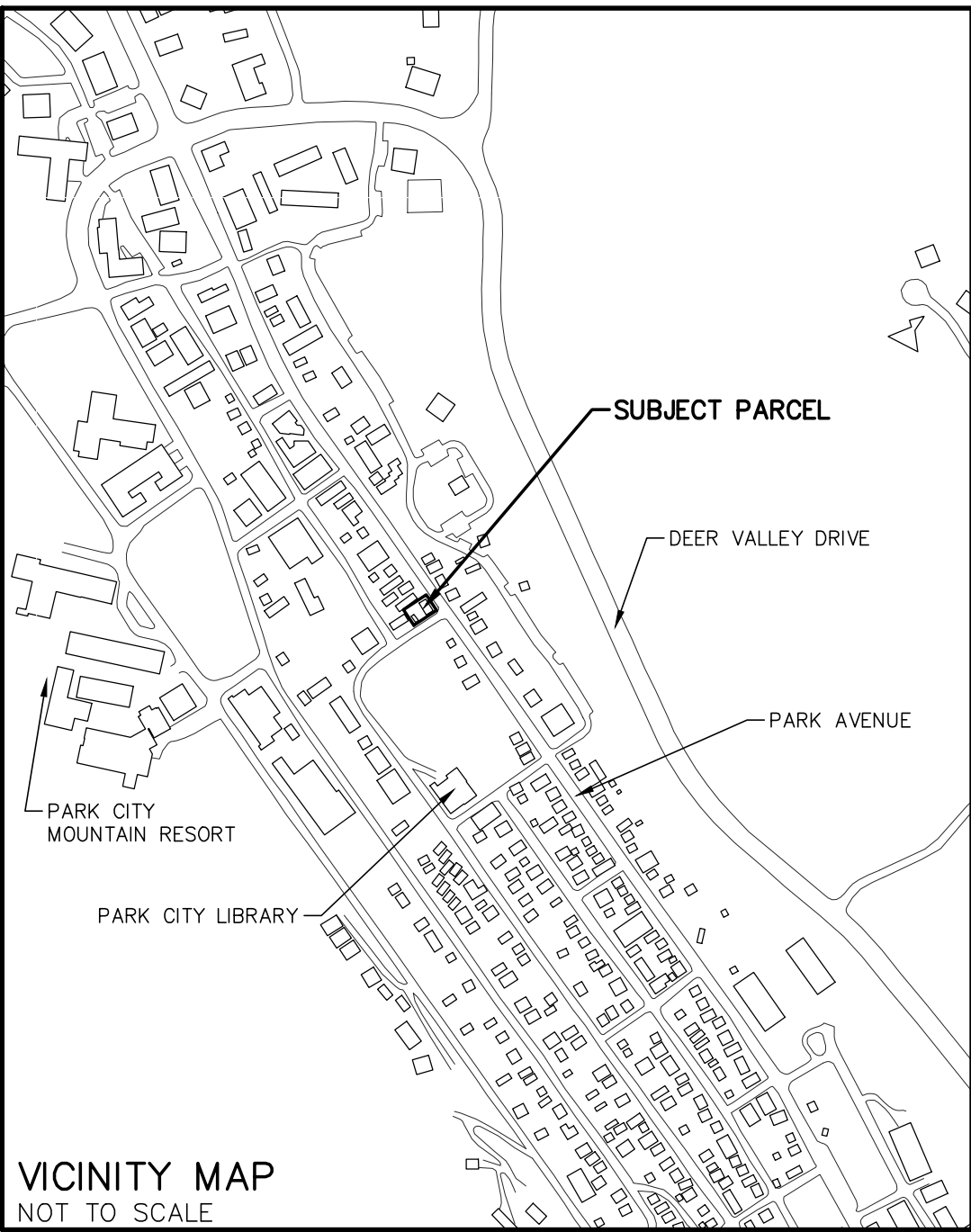
City Recorder

APPROVED AS TO FORM:

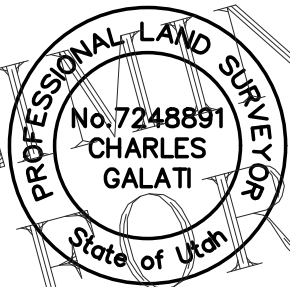
City Attorney's Office

Attachment 1 – Proposed Plat and Survey of Right-of-Way Vacation

DRAFT



PRELIMINARY
REVIEW



SURVEYOR'S CERTIFICATE

I, Charles Galati, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 7248891, in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyor Act; I further certify that by authority of the owner, I have completed a survey of the property described hereon in accordance with Utah Code Section 17-23-17, have verified all measurements, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as 1301 PARK AVENUE SUBDIVISION, and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

LEGAL DESCRIPTION

BEGINNING AT A POINT WHICH BEARS NORTH 54°01' EAST 355 FEET AND NORTH 35°59' WEST 9 FEET FROM THE SOUTHWEST CORNER OF BLOCK 24, SNYDER'S ADDITION TO PARK CITY, AND RUNNING THENCE NORTH 35°59' WEST 66 FEET; THENCE SOUTH 54°01' WEST 92 FEET; THENCE SOUTH 35°59' EAST 66 FEET; THENCE NORTH 54°01' EAST 92 FEET TO THE POINT OF BEGINNING.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that the undersigned is the owner of the above described tract of land, and hereby causes the same to be subdivided into two (2) lots of record, together with easements and right-of-ways as set forth to be hereafter known as 1301 PARK AVENUE SUBDIVISION and does hereby dedicate for the perpetual use of the public the areas shown on this plat as intended for public use. The undersigned owner also hereby conveys to any and all public utility companies a perpetual, non-exclusive easement over any public utility easements and rights-of ways shown on this plat, the same to be used for installation, maintenance and operation of utility lines and facilities. The undersigned owner also hereby conveys any other easements and rights-of way as shown on this plat to the parties indicated and for the purposes hereon.

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

By: _____
Marya LTD, authorized signer

ACKNOWLEDGEMENT

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this _____ day of _____, 2022, _____ personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he/she is the authorized signer for Marya LTD, and her successors, as _____.

Notary Public

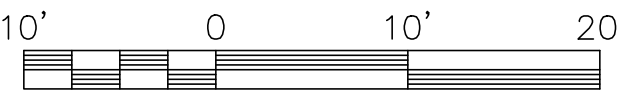
Printed Name
Residing in: _____
My commission expires: _____
Commission No. _____

NOTES

- This plat amendment is subject to the Conditions of Approval in Ordinance 2022-_____.
- See Record of Survey performed by Allterra Utah and dated January 13, 2022.
- Measured bearings and distances, when different from record, are shown in parenthesis. ()

LEGEND

- Set 5/8" rebar w/cap "ALLTERRA UTAH" (Unless noted otherwise)
- Found Monument (As-Noted)
- Found Street Monument (As-Noted)



1/5/23 SHEET 1 OF 1

PROFESSIONAL LAND SURVEYING
AND CONSULTING
ALLTERRA
UTAH, LLC
435-640-4200
463 SCENIC HEIGHTS ROAD, FRANCIS, UTAH 84036

PUBLIC SAFETY ANSWERING
POINT APPROVAL

APPROVED ON THIS____DAY
OF _____, 2022

BY _____
SUMMIT COUNTY GIS COORDINATOR

SNYDERVILLE BASIN WATER
RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE
BASIN WATER RECLAMATION DISTRICT STANDARDS
ON THIS____DAY OF _____, 2022

BY _____
ENGINEERING DEPARTMENT

PLANNING COMMISSION

RECOMMENDED BY THE PARK CITY
PLANNING COMMISSION
THIS____DAY OF _____, 2022

BY _____
CHAIR

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE
WITH INFORMATION ON FILE IN MY OFFICE
THIS____DAY OF _____, 2022

BY _____
PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS
____DAY OF _____, 2022

BY _____
PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE

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

BY _____
MAYOR

CERTIFICATE OF ATTEST

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

BY _____
PARK CITY RECORDER

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT AND FILED

AT THE REQUEST OF _____

FEE _____ SUMMIT COUNTY RECORDER BOOK _____ PAGE _____

TIME _____ DATE _____ ENTRY NO. _____



City Council Staff Report

PLANNING DEPARTMENT

Author: Kirsten Whetstone
Subject: 1301 Park Avenue subdivision plat
Date: March 24, 2005
Type of Item: Administrative

SUMMARY RECOMMENDATIONS: Staff recommends the City Council conduct a public hearing, discuss the proposed two lot subdivision plat, consider any input, and approve the subdivision plat according to the findings of fact, conclusions of law and conditions of approval outlined in the Ordinance.

DESCRIPTION

Project Name: Knudson Subdivision Plat
Applicant: Gary Knudson, representative of owner Marya, Ltd.
Location: 1301 Park Avenue
Zone: Historic Residential Medium Density (HRM)

BACKGROUND

The applicant is requesting a subdivision plat to create two platted lots from one 6,072 sf metes and bounds parcel located at 1301 Park Avenue in Block 24 of the Snyder's Addition to the Park City Survey. One lot (Lot 1) is intended to accommodate the existing historic structure located at 1301 Park Avenue. The other (Lot 2) is intended to accommodate an existing non-historic A-frame structure which may be removed or remodeled in the future. Lot 1 would be 3,003 sf in area and Lot 2 would be 2,838 sf in area. On March 9, 2005, the Planning Commission voted to forward a positive recommendation on this subdivision.

ANALYSIS

The property is located in the HRM zone. Future construction on either lot must meet the criteria outlined in LMC Chapter 15-2.4, and the Historic District Design Guidelines. Because the existing home at 1301 Park Avenue is historic, the LMC Section 15-2.4-6 exempts it from various requirements, such as off-street parking requirements, setbacks, footprint, etc. New construction and additions would however be required to meet all required lot and site requirements as stated in Section 15-2.4. A certified survey was submitted showing existing structures and setbacks.

The HRM District requires a minimum of 3,750 sf for a duplex and 2,812 sf for a single family dwelling. Lot 2 meets the lot size requirements for the existing (or future) single family dwelling. Lot 1 is 747 sf less than the lot area required for a duplex. There is sufficient total lot area, if the property is not divided, for a tri-plex, which requires 4,687

sf of lot area, or even a four-plex, which requires 5,625 sf of lot area. Tri-plexes and four-plexes require a conditional use permit in the HRM district.

The historic structure currently consists of 2 dwelling units and is technically a duplex, even though one of the units is only 410 sf. The other structure is a single family dwelling that faces 13th Street. Accordingly, the property can not be subdivided without creating a non-conforming lot for either the duplex at 1301 Park or the A-frame that faces 13th Street. There is only enough total area, if subdivided into two lots, for 2 single family units. One of those units could contain an accessory apartment if the lot owner resides in the apartment or main dwelling and files an application for an accessory apartment. The applicant does not reside on the subject property.

Staff has included a conditional of approval on this plat that it cannot be recorded unless/until the applicant either (a) obtains approval of a special exception or variance application allowing the duplex to exist on Lot 1 despite not meeting the LMC required lot area; or (b) obtains written confirmation from the Chief Building Official that each structure is considered a single family dwelling.

Any trees currently located on site that meet the LMC definition of “Significant Vegetation” are required to remain unless mitigation for any loss of this vegetation is submitted during the design review process, and meets standard practices for mitigation to be determined by the City’s Landscape Arborist. There is a large evergreen tree on the north side of 1301 Park Avenue. The owner is interested in replacing this tree with additional trees elsewhere on the property, in order to provide additional off-street parking for 1301 Park Avenue. Staff recommends a tree replacement mitigation plan be submitted for review and approval by the City’s Landscape Arborist prior to removing any Significant Vegetation.

The Master Streets Plan requires a 50’ right-of-way for Park Avenue. Park Avenue is not a platted street in Block 24 of the Snyder’s Addition. The applicant’s survey indicates a 3.5 foot encroachment of the existing public sidewalk onto the property. This 3.5 foot strip of right-of-way should be dedicated to Park City in reasonable satisfaction of the road dedication requirement of the Subdivision Ordinance.

NOTICE

Notice of this hearing was sent to property owners within 300’. The property was posted and legal notice was published and posted as required by the Land Management Code.

DEPARTMENT REVIEW

The Planning Department has reviewed this request. The City Attorney and City Engineer will review the plat as to form and for compliance with the LMC and State Law prior to recording. The request was discussed at a Staff Review Meeting on December 14, where representatives from local utilities and City Staff were in attendance.

RECOMMENDATION

Staff recommends the City Council conduct a public hearing, discuss the proposed subdivision plat, consider and input, and approve the Knudson subdivision plat according to the findings of fact, conclusions of law, and conditions of approval as outlined in the Ordinance.

EXHIBITS

Exhibit A – proposed Knudson Subdivision plat – 1301 Park Avenue

Exhibit B – existing conditions survey

AN ORDINANCE APPROVING THE KNUDSON SUBDIVISION CREATING TWO PLATTED LOTS FROM ONE 6,072 SQUARE FOOT METES AND BOUNDS PARCEL IN BLOCK 24 OF THE SNYDER'S ADDITION TO THE PARK CITY SURVEY, LOCATED AT 1301 PARK AVENUE, PARK CITY, UTAH.

WHEREAS, the owners of 1301 Park Avenue petitioned the City Council for approval of a subdivision plat; and

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

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

WHEREAS, the Planning Commission held a public hearing on March 9, 2005, to receive input on the proposed plat amendment;

WHEREAS, the Planning Commission, on March 9, 2005, forwarded a positive recommendation to the City Council; and,

WHEREAS, on March 24, 2005, the City Council held a public hearing and approved the proposed plat amendment; and

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

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

SECTION 1. APPROVAL. The plat amendment 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 in the Historic Residential Medium Density (HRM) zone.
2. The HRM zone is a residential zone characterized by a mix of smaller historic homes and larger condominium developments. This subdivision plat will subdivide one 6,072 sf metes and bounds parcel into two platted lots for two existing structures. Lot 1 will be 3, 003 sf in area and Lot 2 will be 2,838 sf in area. An additional 231 sf is for dedication of right-of-way for an encroaching sidewalk.
3. Lot one would contain the existing historic duplex located at 1301 Park Avenue. Lot two would contain an existing, non-historic A-frame house, which may be removed or remodeled in the future.
4. The proposed Lot 1 will be 3,003 sf and is 747 sf less in area than that required for a duplex structure and proposed Lot 2, is 2,838 sf and is 26 sf larger in area than that required for a single family structure. There is an existing duplex on Lot

1. There is an existing single family A-frame house on Lot 2.
5. The existing home at 1301 Park Avenue is historic. LMC Section 15-2.4-6 exempts it from off-street parking requirements, building setbacks and driveway location standards (not including any new construction).
6. No remnant lots will be created as a result of this application. As conditioned, no non-conforming lots will be created.
7. There is a large existing evergreen tree to the north of 1301 Park Avenue.
8. Each house is required to have individual water and sewer services.
9. Maintenance of a functional street network is fundamental to the public health, safety, and welfare.
10. On March 9, 2005, the Planning Commission conducted a public hearing and voted to forward to the City Council a positive recommendation to approve the Knudson subdivision plat.

Conclusions of Law:

5. There is good cause for this subdivision plat as it will allow the property owner to sell the houses separately.
6. The subdivision plat as conditioned is consistent with the Park City Land Management Code and applicable State law.
7. Neither the public nor any person will be materially injured by the proposed plat amendment.
8. As conditioned the subdivision plat is consistent with the Park City General Plan.

Conditions of Approval:

The City Attorney and City Engineer review and approval of the final form and content of the plat for compliance with the Land Management Code and conditions of approval are a condition precedent to recording the plat.

Prior to the receipt of a building permit for any new construction on the lots, the applicant shall submit an application for review for compliance with the Historic District Design Guidelines and the LMC.

The applicant will record the plat at the County within one year of the date of City Council approval. If recordation has not occurred within one year's time, this approval and the plat will be void.

Recordation of this subdivision plat shall not occur unless and until the applicant is able to provide proof of compliance with lot area requirements set forth in LMC Section 15-2.4-4. The applicant's options for such compliance include (a) obtaining approval of a special exception or variance permit allowing the duplex to exist on Lot 2 despite not meeting applicable lot area requirements; or (b) obtaining written confirmation from the Chief Building Official that each structure is considered a single family dwelling.

A tree replacement mitigation plan shall be submitted for review and approval by the City's Landscape Arborist prior to removing any Significant Vegetation on the property, including the large evergreen tree located to the north of 1301 Park Avenue.

Prior to plat recordation a financial security, adequate as to amount in the opinion of the City Engineer and satisfactory as to form in the opinion of the City Attorney,

shall be provided to the City to guarantee that each house shall have individual water and sewer services meeting all requirements of the City and the Snyderville Basin Water Reclamation District.

The 3.5' sidewalk encroachment along Park Avenue (66' by 3.5') shall be dedicated as right-of-way to Park City in reasonable satisfaction of the road dedication requirement of the Subdivision Ordinance.

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

PASSED AND ADOPTED this 24th day of March, 2005.

1301 PARK AVENUE
A PORTION OF BLOCK 24
SNYDER'S ADDITION TO PARK CITY SURVEY
LOCATED IN THE NORTHWEST QUARTER OF SECTION 16,
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
RECORD OF SURVEY
SUMMIT COUNTY, UTAH

SURVEYOR'S CERTIFICATE

I, Charles Galati, certify that I am a Professional Land Surveyor and that I hold License No. 7248891, as prescribed by the laws of the State of Utah. I further certify that under my direct supervision a survey has been performed on the hereon described property and that to the best of my knowledge this plat is a correct representation of said survey.

LEGAL DESCRIPTION

Beginning at a point which bears N. 54°01'E. 355 feet and N. 35°59'W.9 feet from the Southwest corner of Block 24, SNYDER'S ADDITION to Park City; and running thence N. 35°59'W. 66 feet; thence N. 54°01'W.92 feet; thence S. 35°59'E. 66 feet; thence N. 54°01'E. 92 feet to the point of beginning, known as 1305 and 1309 Park Avenue, Park City, Utah.

NARRATIVE/NOTES

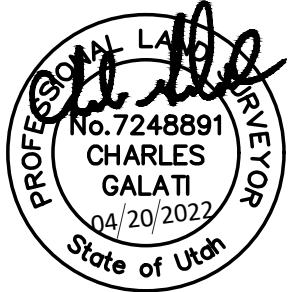
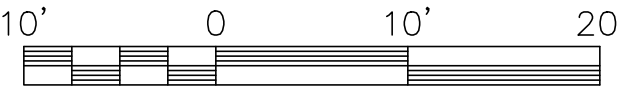
- Basis of Bearing for this survey is between the found street monuments as shown on this plat.
- Field work for this survey was performed December 22, 2021 and is in compliance with generally accepted industry standards for accuracy.
- The purpose of this survey was to perform a Boundary, Existing Conditions and Topography survey for the possibility of future improvements to the property.
- A Title Report was not provided to the surveyor and no easements and setbacks were located as part of this survey. The owner of the property should be aware of any items affecting the property that may appear in a title insurance report. The surveyor found no obvious evidence of easements, encroachments or encumbrances on the property surveyed except as shown hereon.
- County tax maps, Monument Control Map for Park City Entry No. 197765, Snyder's Addition to Park City survey map, Records of Survey, Nos s-2672, s-3984, s-4995, and s-5733 (all aforementioned documents on file and of record in the Summit County Recorder's Office), and physical evidence found in the field were all considered when determining the boundary as shown on this plat.
- Site Benchmark: Sewer Manhole, Elevation=6905.1' as shown.
- The architect is responsible for verifying building setbacks, zoning requirements and building heights.
- Property corners were found or set as shown.
- Existing sewer lines as as shown hereon (ESS) were located utilizing construction notes and related documents from the installation in 2010 provided to the surveyor by the client. Cleanouts were not found in the course of the survey either due to snow coverage at the time or cleanouts being buried.
- Snow accumulation at the time of this survey was approximately 1 foot. Utilities, monuments and other improvements may exist on the subject property which were not observed during field work and therefore not shown on this survey.
- Measured bearings and distances, when different than record, are shown in parenthesis. ()

REVISIONS

4/20/2022 - Provide certified exhibit of square footage along 13th Street between existing property boundary and back of curb as it existed at the time of the survey, December 22, 2021.

LEGEND

- Set 5/8" rebar w/cap "ALLTERRA UTAH" (Unless noted otherwise)
- Found Monument (As-Noted)
- Found Street Monument (As-Noted)



PROFESSIONAL LAND SURVEYING AND CONSULTING ALLTERRA UTAH, LLC 435-640-4200 463 SCENIC HEIGHTS ROAD, FRANCIS, UTAH 84036	STAFF: CHARLES GALATI JASON WYNNE DATE: 04/20/22	EXISTING CONDITIONS & TOPOGRAPHIC MAP 1301 PARK AVENUE CLIENT: SUE KNUDSON PROJECT.: 21046 C:\Users\Charlie\Desktop\ALLTERRA\AU JOBS\21046-13th and Park\21046 jw.dwg	SHEET 1 OF 1
--	---	---	-------------------------------------

Park City Municipal Corporation
Planning Department
445 Marsac Ave.
PO Box 1480
Park City, Utah 84060

To whom it may concern,

I am writing in regards for a subdivision of property located at 1301 Park Ave. Park City, Utah 84060.
Which is in the (HRM) zone.

The property, 1301 Park Ave. has an existing single dwelling and a duplex. Our goal of project is to subdivide granting 2557 SQ FT to build or remodel the single dwelling and parking, on west side of property and grant 3249 SQ FT to maintain and remodel the existing duplex on east side of property.

The duplex is historical and does not have a foundation. The single dwelling is not historical and sits on pillars for foundation. We do have a letter from the city, that states we have been given permission to demolish the single dwelling.

We are hoping that once we do a GRAMA and variance report that the duplex will be able to remain a duplex and hopefully we will be able to use the 266 SQ FT the City took for the sidewalk on the East side or Park Ave side, to incorporate that into the SQ FT to build a new duplex with more square footage, of course, we need to maintain the façade of the structure of the duplex, being that it is historical.

If you have any question, please reach out to me via, text, phone, or e-mail.

Thank you,

Susan Knudson
PO Box 3133
Park City, Utah 84060
435-640-5766
sueknu@hotmail.com

City Council Staff Report



Subject: The Bald Eagle Club at Deer Valley,
Amending Unit 9 (7979 Roamer Court)
Application: PL-22-05456
Author: Spencer Cawley, Planner II
Date: February 16, 2023
Type of Item: Administrative – Plat Amendment

Recommendation

(I) Review The Bald Eagle Club at Deer Valley Amending Unit 9 Plat Amendment (7979 Roamer Court), (II) hold a public hearing, and (III) consider approving Ordinance No. 2023-08, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in the Draft Ordinance (Exhibit A).

Description

Applicant: Ali and Anu Leemann
Alliance Engineering, Applicant Representative
Location: 7979 Roamer Court
Zoning District: Residential Development
Adjacent Land Uses: Single-Family Dwellings, Open Space
Reason for Review: Plat Amendments require Planning Commission recommendation and City Council action¹

LMC Land Management Code
MPD Master Planned Development
RD Residential Development
ROW Right-of-Way

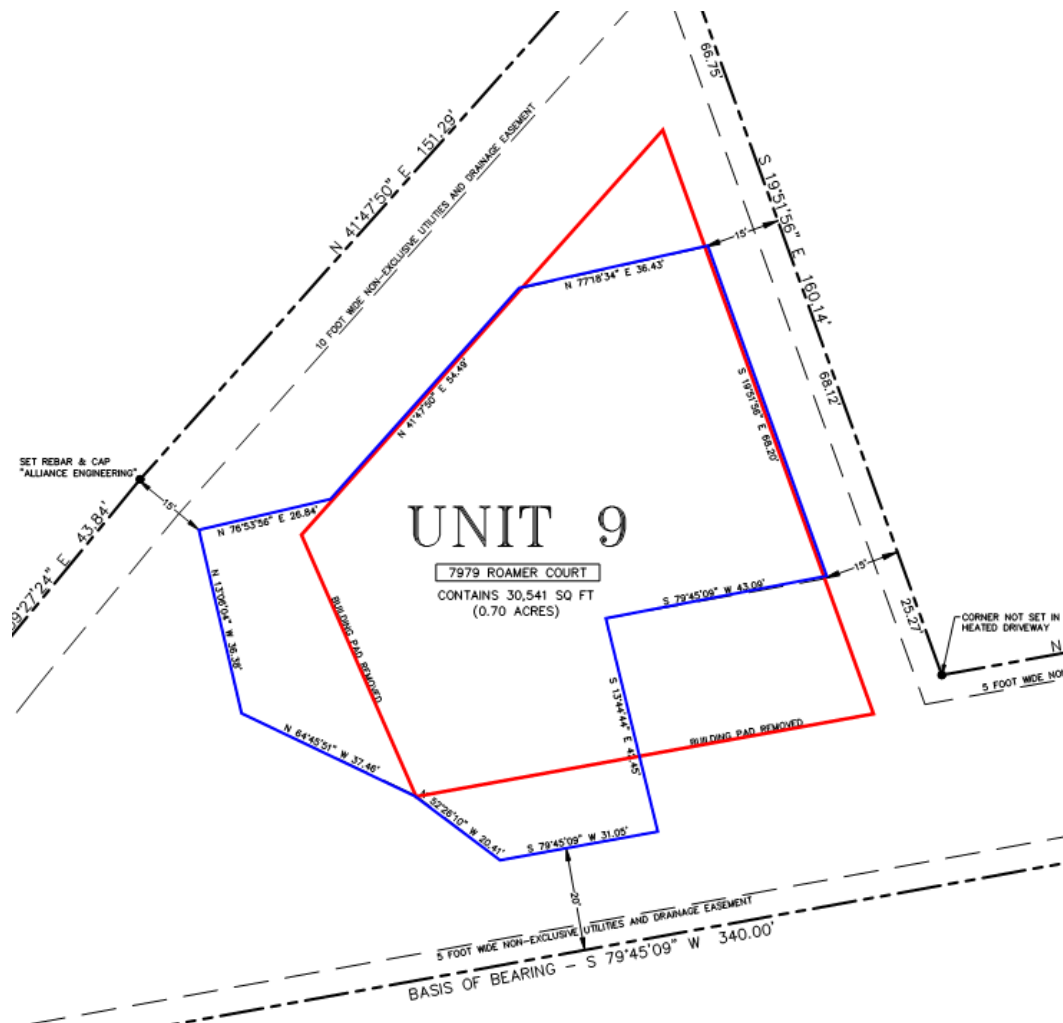
Terms that are capitalized as proper nouns throughout this staff report are defined in LMC § [15-15-1](#).

Summary

On November 15, 2022, the Applicant applied to amend the plat for The Bald Eagle Club, Unit 9 to (I) adjust the Building Pad to reflect existing conditions and (II) revise the Building Pad to accommodate a future addition to the existing garage. The Building Pad on the recorded plat has an area of approximately 7,963 square feet. The proposed amended Building Pad will maintain the same square footage with the new configuration.

The image below shows the existing Building Pad (red) as it relates to the proposed Building Pad (blue).

¹ LMC [§ 15-7.1-2](#)



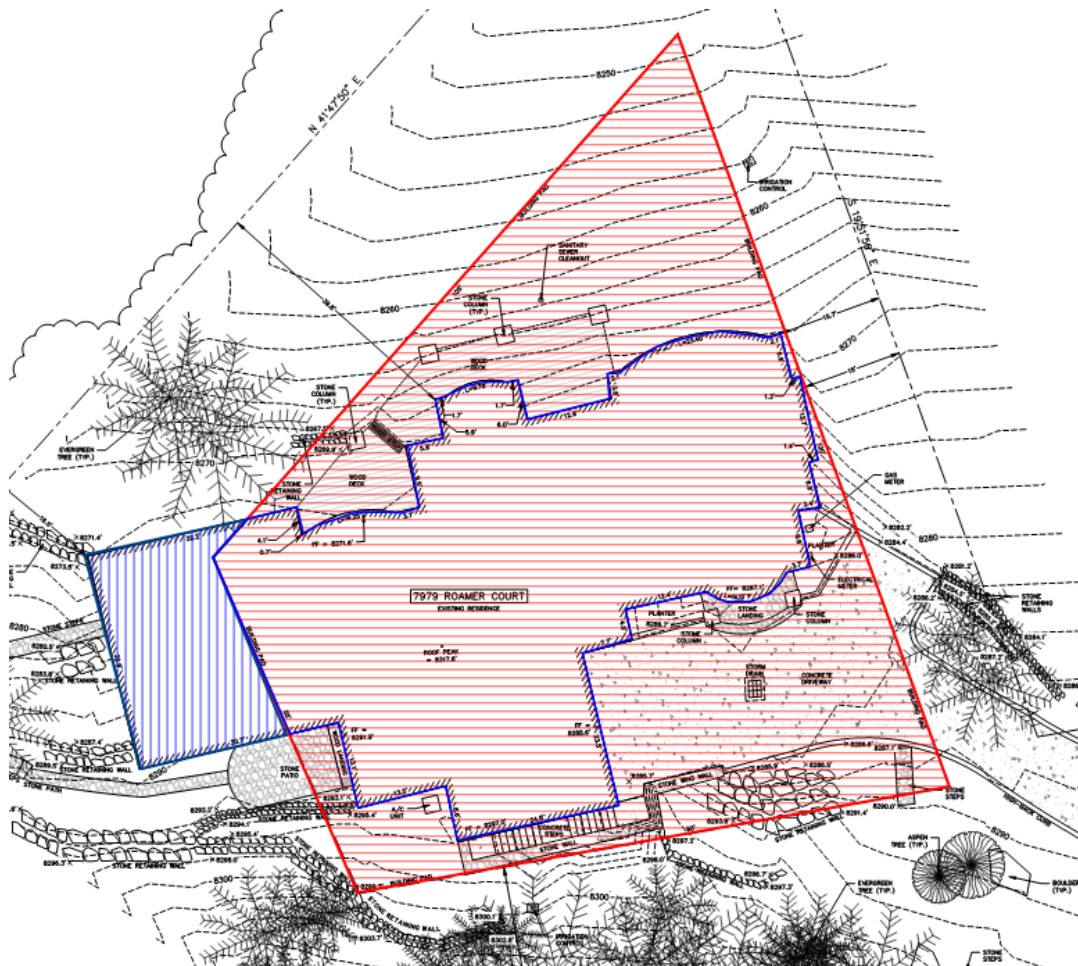
On January 25, 2023, the Planning Commission reviewed The Bald Eagle at Deer Valley Amending Unit 9 Plat Amendment (7979 Roamer Court), held a public hearing, and forwarded a unanimous positive recommendation for City Council's consideration.

However, the Commissioners amended the proposed Conditions of Approval to clarify the existing site conditions and require further analysis of the Sensitive Land Regulations. (See Conditions of Approval 5, 6, and 8.)

- Conditions of Approval 5 and 6 clarify the encroachments into neighboring properties and stipulate how the Applicant shall address those encroachments prior to recording the final plat.
- Condition of Approval 8 requires the Planning Department to complete a full review of the Sensitive Lands Overlay for any development plans submitted for a building permit (e.g., an addition to the existing Single-Family Dwelling). The Commission specifically conditioned the approval allowing the Planning Department to deny any building permit inconsistent with Land Management Code (LMC) [§ 15-2.21-2 Overlay Review Process](#).

7979 Roamer Court is Unit 9 of The Bald Eagle Club at Deer Valley, in the Residential Development (RD) Zoning District, and part of the Deer Valley Master Planned Development. The Bald Eagle Community Condominiums' conceptual MPD was approved by the Planning Commission on May 3, 1989. The final Condominium Plat was approved by the City Council on July 20, 1989. The final plat was recorded with Summit County on August 3, 1989.

In the image below, Staff highlighted the survey to show the current Building Pad (red) and the as-built Single-Family Dwelling (blue). The area crossed in blue shows the portion of the 2004 addition which was built outside the Building Pad.



Analysis

A Plat Amendment is required to amend platted elements.² Plat Amendments require Planning Commission review and recommendation to City Council for Final Action.³

(I) The proposed Plat Amendment complies with the Residential Development (RD) Zoning District Requirements.

The purposes of the RD Zoning District are to:

1. Allow a variety of Residential Uses that are compatible with the City's Development objectives, design standards, and growth capabilities;
2. Encourage the clustering of residential units to preserve natural Open Space, minimize Site disturbance and impacts of Development, and minimize the cost of municipal services;
3. Allow commercial and recreational activities that are in harmony with residential neighborhoods;
4. Minimize impacts of the automobile on architectural design;
5. Promote pedestrian connections within Development and between adjacent Areas; and
6. Provide opportunities for variation in architectural design and housing types.

Single-Family Dwellings are an Allowed Use in the RD Zoning District.⁴

The table below outlines the RD Zoning District Lot and Site Requirements established in LMC [§ 15-2.13-3](#):

RD Zoning District Requirement	Analysis of Proposal
Front Setback: 15 feet	Complies Existing Front Setback is 15 feet. Proposed Front Setback is 15 feet.
Side Setback: 12 feet	Complies Existing Side Setback is 35 feet. Proposed Side Setback is 20 feet.
Rear Setback: 15 feet	Complies

² LMC [§ 15-7.1-3\(B\)](#)

³ LMC [§ 15-12-15\(B\)\(9\)](#)

⁴ LMC [§ 15-2.13-2\(A\)\(1\)](#)

	Existing Rear Setback is 16.5 feet. Proposed Rear Setback is 15 feet.
Building Height: 28 feet from Existing Grade.	Condition of Approval 4 Any addition to the Structure shall not exceed the zone height of 28 feet from Existing Grade.

Architectural Review LMC [§ 15-2.13-5](#)

Prior to issuance of a Building Permit for any Conditional or Allowed Use, the Planning Department shall review the proposed plans for compliance with LMC Chapter 15-5, *Architectural Review*.

(II) The proposal, as conditioned, complies with the Sensitive Land Overlay Criteria, LMC Chapter [15-2.21](#).

The proposed development is located within the Sensitive Land Overlay (SLO). LMC [§ 15-2.21-2\(A\)](#) requires:

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

During the Planning Commission's review of this application, they requested amending the Conditions of Approval to add the following:

Condition of Approval 8 – *A Sensitive Lands Analysis shall accompany any development plans at the building permit phase subject to review and approval by the Planning Department. The Planning Department shall deny any building permit inconsistent with LMC § 15-2.21-2 Overlay Review Process.*

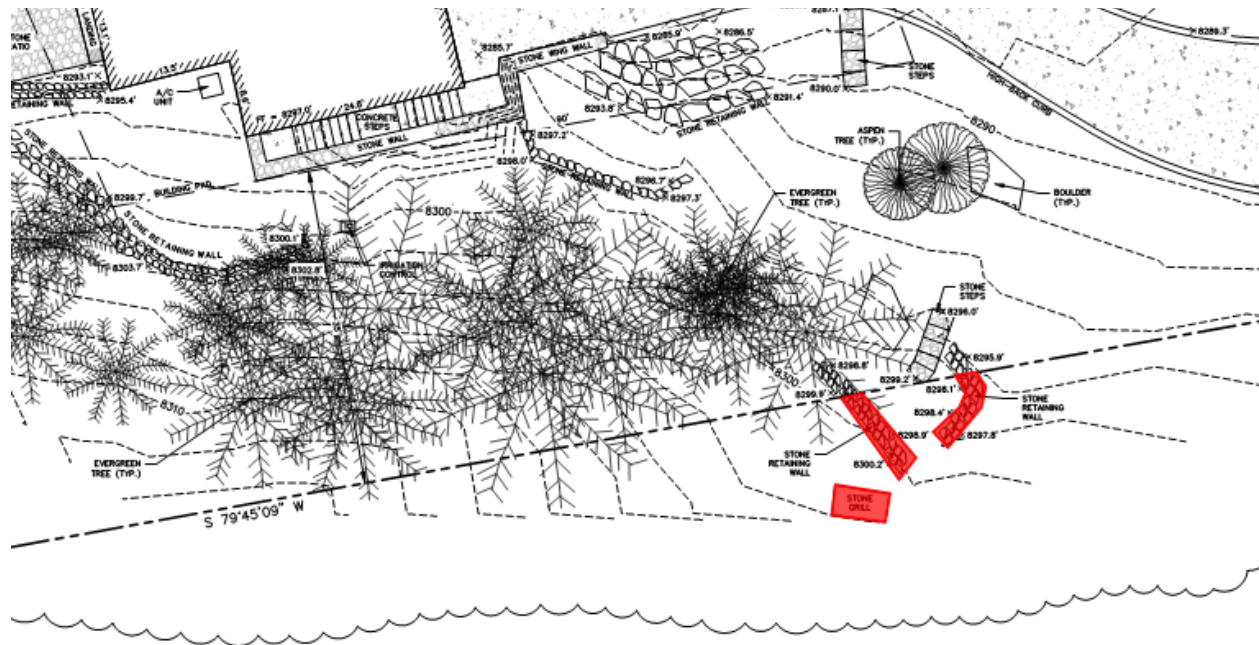
The Applicant has submitted items that address the SLO criteria, documented in the table below.

SLO Analysis Criteria	Analysis of Proposal
<i>Slope/Topographic Map:</i> A Slope and topographic map based on a certified boundary survey depicting contours at an interval of five feet (5') or less. The map must highlight Areas of high geological hazard, Areas subject to land sliding, and all significant Steep Slopes in categories of	Complies The Site Survey (Exhibit D) shows the existing structure and the existing topography. Any construction on the site will require Engineering Department review of

greater than 15%, 30-40%, and greater than 40%.	slope stabilization as part of the Building Permit review process.
<i>Ridge Line Areas:</i> A map depicting all Crests of Hills and Ridge Line Areas.	Not applicable The existing structure is not on a Ridge Line.
<i>Vegetative Cover:</i> A detailed map of vegetative cover, depicting the following: <ul style="list-style-type: none"> a. Deciduous trees; b. Coniferous trees; c. Gamble oak or high shrub; and d. Sage, grassland, and agricultural crops. 	Complies The Site Survey shows the site's existing vegetative coverage and landscaped elements. All areas within the limits of disturbance described on the Limits of Disturbance and Erosion Control Plan, and those areas of disturbance associated with the project, but not shown on the plan, shall be seeded with Deer Valley Seed Mix at a rate of 40 lbs. p.l.s. per acre.
<i>Designate Entry Corridors and Vantage Points:</i> Designated entry corridors and Vantage Points present within or adjacent to the Site, including Utah Highway 248 east of Wyatt Earp Way and Utah Highway 224 north of Holiday Ranch Loop Road and Payday Drive as identified by Staff.	Not applicable The site is not visible from the designated entry corridors and vantage points.
<i>Wetlands:</i> A map delineating all Wetlands established by using the 1987 Federal Manual for Identifying and Delineating Jurisdictional Wetlands, as amended. ⁵	Not applicable There are no wetlands on the Site.
<i>Stream Corridors, Canals, and Irrigation Ditches:</i> A map delineating all stream corridors, canals, and irrigation ditches defined by the Ordinary High-Water Mark.	Not applicable There are no streams, canals, or irrigation ditches that run on or through the Site.
<i>Wildlife Habitat Areas:</i> A map depicting all wildlife habitat areas, as defined by a Wildlife	Not applicable

⁵ See LMC [§ 15-2.21-6](#)

Additionally, at the request of the Planning Commission, **Condition of Approval 6** requires the Applicant to remove the stone grill and two stone retaining walls (see image below) that encroach into the Deer Valley property. Otherwise, the Applicant shall enter into an encroachment agreement with Deer Valley and record the agreement with Summit County prior to the recordation of the plat.



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

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

utilizing best planning and design practices, preserving the character of the neighborhood and of Park City and furthering the health, safety, and welfare of the Park City Community.”

Staff finds Good Cause for this because the building pad will reflect as-built conditions, does not increase density, and maintains the platted Building Pad square footage from 1989.

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

All roads in the Bald Eagle Club are private. This amendment does not alter access to the property.

C. No easement is vacated or amended.

Plat notes from the 1989 recorded plat show dimensions and locations of utility easements, drainage easements and sewer easements. These easements are upheld with this plat amendment.

NOTES:

1. 5.0 FOOT WIDE NON-EXCLUSIVE UTILITIES AND DRAINAGE EASEMENTS ALONG ALL SIDE UNIT LINES AS SHOWN.
(UNLESS NOTED OTHERWISE).
2. 5.0 FOOT WIDE NON-EXCLUSIVE UTILITIES AND DRAINAGE EASEMENT ALONG ALL FRONT UNIT LINES.
3. 10.0 FOOT WIDE NON-EXCLUSIVE UTILITIES AND DRAINAGE EASEMENT ALONG ALL PARCEL BOUNDARY LINES AND REAR UNIT LINES.
4. THE OWNERS HEREBY DEDICATES TO PARK CITY MUNICIPAL CORPORATION, SNYDERVILLE BASIN IMPROVEMENT DISTRICT, AND PARK CITY FIRE PROTECTION DISTRICT NON-EXCLUSIVE PUBLIC UTILITY EASEMENTS, SANITARY SEWER EASEMENTS (S.B.S.I.D. ONLY), AND PRIVATE ROADS SHOWN ON THIS PLAT FOR THE PURPOSE OF PROVIDING ACCESS FOR UTILITY INSTALLATION, MAINTENANCE, USE AND EVENTUAL REPLACEMENT AND DOES FURTHER DEDICATE INGRESS AND EGRESS FOR PERPETUAL USE BY EMERGENCY AND UTILITY VEHICLES OVER THE COMMON AREAS AND PRIVATE ROADS.
5. ALL ROADS SHOWN ARE PRIVATE ROADS AND NON-EXCLUSIVE PUBLIC UTILITY AND DRAINAGE EASEMENTS. IT IS ANTICIPATED AT THE TIME OF RECORDING THAT PARK CITY, SUMMIT COUNTY, AND WASATCH COUNTY DO NOT AND WILL NEVER HAVE ANY RESPONSIBILITY FOR THE INSTALLATION, MAINTENANCE, OR EVENTUAL REPLACEMENT OF THE ROADS, BRIDGES, OR TUNNEL WITHIN THIS CONDOMINIUM AND ANY EXPANSIONS THEREOF. UNIT PURCHASERS ARE CAUTIONED TO BE FULLY AWARE OF THE MAINTENANCE COVENANT AND CONDOMINIUM DECLARATION RECORDED CONCURRENTLY WITH THIS CONDOMINIUM PLAT.

(V) The Development Review Committee met on January 3, 2023, reviewed the proposal, and did not identify any issues.⁶

Department Review

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

Notice

Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on January 11, 2023. Staff mailed courtesy notice to property owners within 300 feet on January 11, 2023. The *Park Record* published notice on January 11, 2023. LMC [§ 15-1-21](#).

Public Input

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

Alternatives

- The City Council may adopt Ordinance No. 2023-08; or
- The City Council may deny Ordinance No. 2023-08 and direct Staff to make Findings for this Decision; or
- The City Council may continue the discussion to a date certain.

Exhibits

Exhibit A: Draft Ordinance No. 2023-08 and Proposed Plat
Exhibit B: Applicant Statement
Exhibit C: The Bald Eagle at Deer Valley Plat
Exhibit D: Licensed Engineer's Survey
Exhibit E: Property Photos

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

Ordinance No. 2023-08

**AN ORDINANCE APPROVING THE BALD EAGLE CLUB AT DEER VALLEY,
AMENDING UNIT 9 PLAT AMENDMENT, LOCATED AT 7979 ROAMER COURT,
PARK CITY, UTAH**

WHEREAS, the owner of the property located at 7979 Roamer Court petitioned the City Council for approval of The Bald Eagle Club at Deer Valley, Amending Unit 9 Plat Amendment; and

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

WHEREAS, on January 11, 2023, courtesy notice was mailed to property owners within 300 feet of 517 Park Avenue; and

WHEREAS, on January 25, 2023, the Planning Commission reviewed the application and held a public hearing; and

WHEREAS, on January 25, 2023, the Planning Commission forwarded a positive recommendation for City Council's consideration on February 16, 2023; and

WHEREAS, on February 16, 2023, the City Council reviewed the proposed plat amendment and held a public hearing; and

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

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

SECTION 1. APPROVAL. The Bald Eagle Club at Deer Valley, Amending Unit 9 Plat Amendment, located at 7979 Roamer Court, as shown in Attachment 1, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact

Background:

1. The property is located at 7979 Roamer Court.
2. The property is listed with Summit County as Parcel number BEC-9.
3. The property is in the Residential Development Zoning District.
4. The Bald Eagle Club at Deer Valley is part of the Deer Valley Master Planned Development.
5. The Bald Eagle Community Condominiums conceptual Master Planned Development was approved by the City Council on July 20, 1989.
6. The Bald Eagle Club at Deer Valley Final Plat was recorded with Summit County on August 3, 1989.

7. An addition to the site's existing Single-Family Dwelling was completed in 2004 and built outside the platted Building Pad.
8. The Applicant proposes amending the plat and modify the Building Pad to reflect existing as-built conditions and to accommodate a future addition to the garage.
9. The existing Building Pad contains 7,936 square feet.
10. The proposed amended Building Pad contains 7,936 square feet.
11. The existing driveway crosses the property line common to Unit 9 (7979 Roamer Court) and Unit 8 (7991 Roamer Court).
12. The Land Management Code regulates Lot and Site Requirements per LMC § 15-2.13-3.
13. A Single-Family Dwelling is an allowed Use in the Residential Development Zoning District.
14. The required Front Setback is 15 feet.
15. The required Side Setback is 12 feet.
16. The required Rear Setback is 15 feet.
17. The maximum Building Height in the Residential Development Zoning District is 28 feet from Existing Grade.
18. The proposal complies with the Sensitive Land Overlay Zone Regulations.
19. The proposal complies with the Bald Eagle Club At Deer Valley Plat requirements.
20. There is Good Cause for this Plat Amendment.
21. No Public Street or Right-of-Way is vacated or amended.
22. No easement is vacated or amended as a result of the plat amendment.
23. Staff published notice on the City's Website, the Utah Public Notice Website, and posted notice to the property on January 11, 2023.
24. Staff mailed courtesy notice to property owners within 300 feet on January 11, 2023.
25. *The Park Record* published notice on January 11, 2023.

Conclusions of Law

1. The Plat Amendment is consistent with the Park City Land Management Code, including LMC Chapter 15-2.13, *Residential Development (RD) District*, LMC Chapter 15-2.21, *Sensitive Land Overlay Zone (SLO) Regulations*, and LMC § 15-7.1-6, *Final Subdivision Plat*.
2. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
3. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the Plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The Applicant shall record the plat at the County within one (1) year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this

Plat approval will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.

3. The plat shall note that fire sprinklers are required for all new construction.
4. Any addition to the existing Structure shall not exceed the zone height of 28 feet from Existing Grade
5. To address the driveway and retaining wall encroachments, the Applicant shall remove the encroachments into the abutting property upon completion of updating the driveway configuration. Otherwise, the Applicant shall enter into an encroachment agreement with the neighboring property owner and record the agreement with Summit County prior to recordation of the plat.
6. The Applicant shall remove the stone grill and two stone retaining walls that encroach into the Deer Valley property or enter into an encroachment agreement with Deer Valley and record the agreement with Summit County prior to recordation of the plat.
7. The City Engineer shall review and approve all Lot grading, utility installation, public improvement, and drainage plans for compliance with City standards prior to issuance of any building permits.
8. A Sensitive Lands Analysis shall accompany any development plans at the building permit phase subject to review and approval by the Planning Department. The Planning Department shall deny any building permit inconsistent with LMC §15-2.21-2 Overlay Review Process.

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

PASSED AND ADOPTED this 16th Day of February 2023.

PARK CITY MUNICIPAL CORPORATION

Nann Worel, MAYOR

ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney

Attachment 1 – Proposed Plat

THE BALD EAGLE CLUB AT DEER VALLEY
UNIT 9
(7979 Roamer Court)

November 9, 2022

PROJECT INTENT

The Bald Eagle Club at Deer Valley was originally recorded August 3, 1989, as Entry No. 311265 in the Office of the Recorder, Summit County, Utah.

In approximately 2004, an addition was made to the west end of the house which was constructed outside the building pad as originally platted in 1989. No plat amendment was recorded in the recorder's office that revises the building pad to reflect the building addition.

The applicant will be submitting plans to add a one-car garage to the south of the existing garage with a home office above the additional one-car garage. Since no plat amendment was recorded for the addition circa 2004, the building pad will be adjusted so that the current location of the building is within the revised building pad as well as the proposed addition of the one-car garage. A proposed deck extension for a hot tub is also being proposed on the north side of the residence.

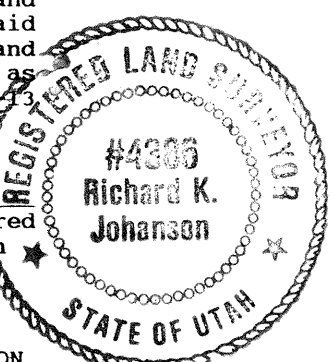
In conjunction with the construction of a one-car garage, a widened driveway has been designed. The current driveway is approximately 11 feet wide at its narrowest point and curved, which makes it difficult to maneuver when backing out. The proposed driveway will still be curved, but will be approximately 20 feet wide at its narrowest point. The current driveway also encroaches into the neighboring property by approximately 2.6 feet, and the new driveway design eliminates this encroachment.

The building pad as shown on Page 2 of the currently recorded plat has an area of approximately 7,963 square feet. The proposed additions along with the addition that was completed circa 2004, will be within the proposed new building pad configuration and a square footage of 7,963 square feet will be maintained.

CERTIFICATE OF SURVEY

I, Richard K. Johanson, do hereby certify that I am a Registered Land Surveyor and that I hold Certificate No. 4303, as prescribed under the laws of the State of Utah, I further certify that by the authority of the owners I have made a survey of the tract of land as described and shown on this plat and that have subdivided said tract of land into units, common areas, and private streets, and that same has been correctly surveyed and staked on the ground as shown on this plat and said survey complies with Sections 57-8-1, Utah Code Annotated.

Richard K. Johanson
Richard K. Johanson, Registered
Land Surveyor No. 4303, Utah



Date 7/28/89

BACK LOT SANITARY SEWER EASEMENT DESCRIPTION

A 20.00 foot wide sanitary sewer easement, the centerline of which is described as follows: beginning at a point which is South 288.05 feet and East 1628.57 feet from the Southwest corner of Section 22, Township 2 North, Range 4 East, Salt Lake Base and Meridian, said point being on the Northerly boundary of the Bald Eagle Road Access Easement and running thence the following courses:

S-1 = North 05° 29' 27" West, a distance of 99.13 feet,
S-2 = North 01° 13' 46" West, a distance of 319.51 feet,
S-3 = North 59° 25' 15" East, a distance of 25.55 feet,
S-4 = North 07° 59' 06" East, a distance of 233.16 feet,
S-5 = North 14° 22' 12" East, a distance of 249.82 feet,
S-6 = North 30° 06' 05" East, a distance of 159.12 feet,
S-7 = North 78° 09' 59" East, a distance of 214.56 feet,
S-8 = South 71° 33' 54" East, a distance of 107.52 feet,
S-9 = South 69° 41' 30" East, a distance of 135.42 feet,
S-10 = North 63° 13' 06" East, a distance of 355.09 feet,
S-11 = North 65° 53' 52" East, a distance of 128.80 feet,
S-12 = South 63° 14' 10" East, a distance of 83.26 feet,
S-13 = South 42° 36' 51" East, a distance of 169.85 feet,
S-14 = North 70° 41' 37" East, a distance of 191.26 feet,
S-15 = North 87° 00' 11" East, a distance of 166.36 feet,
S-16 = South 54° 06' 09" East, a distance of 129.62 feet,
S-17 = South 51° 55' 06" East, a distance of 98.25 feet,
S-18 = North 85° 54' 52" East, a distance of 170.24 feet,
S-19 = South 60° 33' 41" East, a distance of 115.97 feet,

PARCEL A

139,536 SQ. FT.
3.20 AC.

PARCEL D

1,391,701 SQ. FT.
31.95 AC.

EXPANSION AREA A

EXPANSION AREA B

PARK CITY BOUNDARY
(JULY 1989)

SUMMIT / WASATCH COUNTY LINE

COUNTY LINE DESCRIPTION

CL1 = North 41° 51' 15" East 386.61 feet
CL2 = North 53° 34' 30" East 132.63 feet
CL3 = North 46° 14' 18" East 411.89 feet
CL4 = North 68° 57' 05" East 625.96 feet
CL5 = North 65° 49' 52" East 204.63 feet
CL6 = North 52° 41' 55" East 439.65 feet
CL7 = North 24° 50' 57" East 300.09 feet
CL8 = North 24° 47' 43" East 304.77 feet
CL9 = North 24° 47' 43" East 314.04 feet
CL10 = North 24° 47' 43" East 418.94 feet

PARK CITY LINE DESCRIPTION

PC1 = South 24° 47' 43" West 418.94 feet
PC2 = South 39° 55' 00" West 205.18 feet
PC3 = South 00° 00' 00" West 126.67 feet
PC4 = South 00° 00' 00" West 419.20 feet
PC5 = South 45° 00' 00" West 2412.34 feet

ALUMINUM CAP

N 00-40-31 E

SECTION LINE

(BASIS OF BEARING)

SEC. 28

SEC. 27

S 76°54'53" E 34.97'

BRASS CAP

INTERSECTION WITH ROYAL STREET

100' STREET NUMBERS

PARCEL BOUNDARY

TYPICAL UNIT

ROAD

5.0'

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RECORD OF SURVEY MAP FOR AN EXPANDABLE CONDOMINIUM CALLED THE BALD EAGLE CLUB AT DEER VALLEY

LOCATED IN SECTIONS 22 & 27, TOWNSHIP 2 SOUTH, RANGE 4 EAST, S.L.B.&M.

PARK CITY, SUMMIT & WASATCH COUNTIES, UTAH

CITY ENGINEER

APPROVED AND ACCEPTED BY THE
PARK CITY CITY ENGINEERING DEPARTMENT
ON THIS 3RD DAY OF AUGUST
A.D. 1989.

Eric W. DeHaan PE
CITY ENGINEER

CITY PLANNING COMMISSION

APPROVED AND ACCEPTED BY THE
CITY PLANNING COMMISSION ON THIS 28TH
DAY OF JULY A.D. 1989.

Ronald A. Whaley
CHAIRMAN

APPROVAL AS TO FORM

APPROVED AS TO FORM ON THIS 3RD
DAY OF AUGUST A.D. 1989.

Janet A. Carter
CITY ATTORNEY

RECORDED

No. 31265.
STATE OF Utah
COUNTY OF Summit
RECORDED AND FILED AT THE REQUEST OF:
High Country Title
8-3-89
at 4:57 p.m.
Alan Spriggs
COUNTY RECORDER

CITY COUNCIL APPROVAL

PRESENTED TO THE BOARD OF Park
CITY COUNCIL THIS 20TH DAY OF
JULY A.D. 1989 AT WHICH TIME THIS
RECORD OF SURVEY WAS APPROVED.

Don M. Mullen
MAYOR
Anita L. Sheldon
CITY RECORDER

Sno-engineering Inc.

THE MOUNTAIN RESORT PLANNERS

IN ASSOCIATION WITH EPS ASSOCIATES INC.

P.O. Box 1726, Park City, Utah 84060
Phone (801) 649-4777

EXPANDABLE AREA

BLM PARCEL EXCEPTION

EXPANDABLE AREA

RECORDED

Nº. 311265
STATE OF Utah
COUNTY OF Summit
RECORDED AND FILED AT THE REQUEST OF:
Alain Spriggs
COUNTY RECORDER

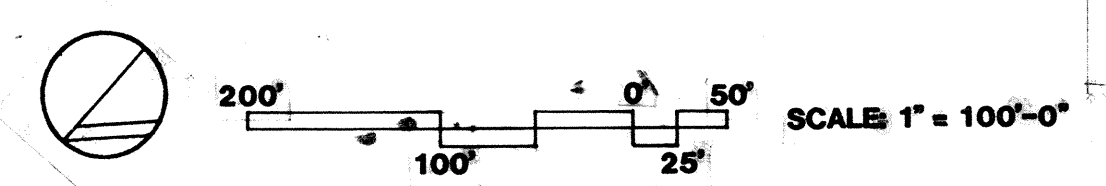
Sno-engineering Inc.

THE MOUNTAIN RESORT PLANNING

P.O. Box 1726, Park City, Utah 84080
Phone (801) 649-4777

- NOTES:
1. A pre-construction meeting shall occur between the project engineer, city engineer, building department official, and contractor to establish in the field the limits and areas of disturbance as described on the Limits of Disturbance and Erosion Control Plan.
 2. Limits of disturbance shall be delineated in the field with rope and flagging cord.
 3. All areas within the limits of disturbance described on the Limits of Disturbance and Erosion Control Plan, and those areas of disturbance associated with the project but not shown on the plan, shall be seeded with Deer Valley Seed Mix at a rate of 40 lbs. p.i.s. per acre.

RECORD OF SURVEY MAP FOR AN EXPANDABLE CONDOMINIUM CALLED
THE BALD EAGLE CLUB AT DEER VALLEY
LOCATED IN SECTIONS 22 & 27, TOWNSHIP 2 SOUTH, RANGE 4 EAST, S.L.B.&M.
PARK CITY, SUMMIT COUNTY, UTAH



Building pads represent the boundary in which all building and associated construction disturbance shall occur. When the actual building footprint is established, the limits of construction disturbance shall be no greater than 15' beyond the foundation walls. The building footprint may shift within the building pad. Any deviation from this format shall be approved by the Architectural Committee. Access to the building footprint shall be no wider than 15'. All areas within the limits of disturbance shall be seeded with Deer Valley Seed Mix at a rate of 40 lbs. p.i.s. per acre. This map affects the architectural design for the improvements to units 21 - 25 and to units within the Expandable Area 2.

Limits of Disturbance are not enforced by Park City. All enforcement efforts must be undertaken by the Architectural Committee.

No finished floor elevation shall exceed 8455. This map affects the architectural design for the improvements to units 21 - 25 and to units within the Expandable Area 2.

PARCEL A BOUNDARY DESCRIPTION

Beginning at a point which is South 330.17 feet and East 1764.21 feet from the southwest corner of Section 22, Township 2 South, Range 4 East, Salt Lake Base and Meridian, thence the following courses:

- 1) North 20° 33' 06" East; 800.00 feet
- 2) South 50° 11' 00" East; 139.97 feet
- 3) South 18° 57' 10" West; 305.00 feet
- 4) South 10° 08' 49" East; 69.31 feet
- 5) South 18° 15' 58" East; 88.55 feet
- 6) South 29° 35' 41" West; 385.00 feet
- 7) North 50° 09' 18" West; 181.19 feet

to the point of beginning. Said parcel contains 3.20 acres more or less.

PARCEL B BOUNDARY DESCRIPTION

Beginning at a point which is 519.326 feet North and 2683.768 feet East from the Southwest Corner of Section 22, Township 2 South, Range 4 East, Salt Lake Base to Meridian, Thence from said point of beginning, the following courses:

Thence N 37° 56' 33" E, a distance of 114.73 feet;
Thence N 39° 27' 24" E, a distance of 43.84 feet;
Thence N 41° 47' 50" E, a distance of 326.29 feet;
Thence S 86° 30' 00" E, a distance of 283.36 feet;
Thence S 72° 00' 00" E, a distance of 116.00 feet;
Thence S 24° 02' 46" W, a distance of 120.00 feet;
Thence S 42° 36' 03" W, a distance of 139.33 feet;
Thence S 79° 45' 09" W, a distance of 575.00 feet;
To said point of beginning.

Said parcel contains 3.25 acres, more or less.

PARCEL C BOUNDARY DESCRIPTION

Beginning at a point which is 347.192 feet North and 3422.338 feet East of the Southwest corner of Section 22, Township 2 South, Range 4 East, Salt Lake Base and Meridian and running thence the following courses:

- 1) North 47° 02' 14" East, a distance of 20.77 feet to a point on a 55.00 foot radius curve to the right, said curve having a central angle of 50° 55' 09" , and a center bearing South 42° 57' 46" East
- 2) Thence along the arc of said curve 48.87 feet
- 3) South 82° 02' 37" East, a distance of 58.56 feet
- 4) North 00° 00' 00" East, a distance of 62.79 feet
- 5) North 39° 55' 00" East, a distance of 205.52 feet
- 6) North 24° 47' 43" East, a distance of 109.18 feet
- 7) North 62° 00' 01" West, a distance of 214.57 feet
- 8) South 24° 02' 46" West, a distance of 230.71 feet
- 9) South 08° 04' 05" West, a distance of 108.93 feet
- 10) South 01° 18' 43" East, a distance of 122.02 feet to the point of beginning.

Said Parcel C contains 1.48 acres.

PARCEL D BOUNDARY DESCRIPTION

Beginning at a point which is 877.544 feet South and 1809.595 feet East of the Southwest Corner of Section 22, Township 2 South, Range 4 East, Salt Lake Base & Meridian. Thence from said point of beginning the following courses:

- 1) North 43° 15' 49" East, a distance of 140.00 feet
- 2) North 41° 00' 01" East, a distance of 195.00 feet
- 3) North 00° 09' 38" East, a distance of 222.00 feet
- 4) North 30° 58' 56" East, a distance of 135.94 feet
- 5) North 46° 33' 24" East, a distance of 100.11 feet
- 6) North 61° 49' 10" East, a distance of 101.57 feet
- 7) North 28° 10' 55" East, a distance of 319.45 feet
- 8) North 27° 27' 34" East, a distance of 125.89 feet
- 9) North 50° 42' 05" East, a distance of 375.30 feet
- 10) North 79° 45' 09" East, a distance of 618.00 feet
- 11) South 04° 57' 39" West, a distance of 120.00 feet
- 12) South 04° 24' 01" East, a distance of 79.50 feet
- 13) South 16° 46' 58" East, a distance of 131.61 feet
- 14) South 39° 13' 04" East, a distance of 210.48 feet
- 15) South 00° 00' 00" East, a distance of 87.05 feet
- 16) South 38° 39' 35" West, a distance of 49.77 feet
- 17) South 51° 00' 32" West, a distance of 135.09 feet
- 18) South 67° 41' 38" West, a distance of 126.46 feet
- 19) South 78° 35' 20" West, a distance of 111.20 feet
- 20) South 53° 35' 01" West, a distance of 75.80 feet
- 21) South 32° 17' 44" West, a distance of 94.03 feet
- 22) South 48° 00' 00" West, a distance of 1177.71 feet
- 23) North 75° 39' 43" West, a distance of 189.31 feet to a point on a 530.00 foot radius curve to the right from which the radius point bears North 54° 44' 12" West, said curve having a central angle of 13° 43' 07"
- 24) Thence westerly along the arc of said curve a distance of 126.94 feet
- 25) South 48° 58' 55" West, a distance of 9.14 feet to a point on a 163.00 foot radius curve from which the radius point bears North 41° 01' 05" West, said curve having a central angle of 170° 31' 04" to the right
- 26) Thence westerly along the arc of said curve a distance of 485.33 feet
- 27) South 50° 30' 01" East, a distance of 60.00 feet
- 28) North 39° 29' 59" East, a distance of 61.46 feet
- 29) North 37° 12' 51" East, a distance of 66.52 feet to the point of beginning.

Said Parcel D contains 31.88 acres.

EXPANSION AREA B BOUNDARY DESCRIPTION

Beginning at a point which is 406.568 feet North and 4167.176 feet East of the Southwest corner of Section 22, Township 2 South, Range 4 East, Salt Lake Base and Meridian and running thence the following courses:

- 1) South 11° 44' 17" ~~EAST~~, a distance of 309.03 feet
- 2) South 30° 00' 00" West, a distance of 131.61 feet
- 3) South 65° 07' 40" West, a distance of 101.00 feet
- 3) South 55° 07' 41" West, a distance of 97.19 feet
- 4) North 31° 08' 50" West, a distance of 193.22 feet
- 5) North 32° 17' 44" East, a distance of 94.03 feet
- 6) North 53° 35' 01" East, a distance of 75.80 feet
- 7) North 78° 35' 20" East, a distance of 111.20 feet
- 8) North 67° 41' 38" East, a distance of 126.46 feet
- 9) North 51° 00' 32" East, a distance of 135.09 feet
- 10) North 38° 39' 35" East, a distance of 49.77 feet
- 11) North 0° 00' 00" East, a distance of 184.74 feet
- 12) North 49° 39' 58" East, a distance of 40.77 feet
- 13) North 42° 42' 34" West, a distance of 88.46 feet
- 14) North 20° 49' 15" West, a distance of 75.96 feet
- 15) North 01° 18' 43" West, a distance of 9.01 feet
- 16) North 47° 02' 14" East, a distance of 20.77 feet to a point on a 55.00 foot radius curve to the right, said curve having a central angle of 50° 55' 09", and a center bearing South 42° 57' 46"
- 17) Thence along the arc of said curve 48.87 feet
- 18) South 82° 02' 37" East, a distance of 58.56 feet
- 19) North 0° 00' 00" East, a distance of 62.79 feet
- 20) North 39° 55' 00" East, a distance of 205.52 feet
- 21) North 24° 47' 43" East, a distance of 109.18 feet
- 22) South 62° 00' 01" East, a distance of 200.19 feet
- 23) South 49° 15' 57" East, a distance of 177.49 feet
- 24) South 67° 59' 05" East, a distance of 81.43 feet
- 25) South 55° 59' 58" East, a distance of 75.00 feet to the point of beginning.

Said Expansion parcel contains 13.25 acres

BLM PARCEL EXCEPTION

Excepting from the above described Parcel D and Expandable Area B the following described tract. Beginning at a point which is corner No. 3 of the Essex Patented Lode Mining Claim Lot No. 147; said point of beginning being South 261.18' and East 3066.82' from the Southwest Corner of Section 22, Township 2 South, Range 4 East, SLB&M; thence N 45° 20' 21" E 1223.72', thence S 49° 15' 57" E 4.44', thence S 45° 32' 46" W 1224.08', to the point of beginning.

Containing .06 Acres

PRIVATE ROAD BOUNDARY DESCRIPTION

Beginning at a point within Royal Street East which is South 40.90 feet and East 1223.67 feet from the Southwest Corner of Section 22, Township 2 South, Range 4 East, SLB & M; thence along the centerline of a 60.00 foot wide private road, for the purpose of utility service, ingress and egress to the Bald Eagle Club, an expandable condominium, as shown on the official plat herein, and described as follows:

S 76° 54' 53" E 34.97', Thence
S 63° 26' 26" E 132.81', across the Long Chord of a 284.99' Radius Curve to the Right and Subtended by a Central Angle of 26 56' 53"; Thence
Thence
S 49° 58' 00" E 254.87', across the Long Chord of a 290' Radius Curve to the Right and Subtended by a Central Angle of 49 58' 00"; Thence
S 24° 59' 00" E 244.97', Thence
Thence
South 70.47', across the Long Chord of a 330' Radius Curve to the Left and Subtended by a Central Angle of 23 00' 00"; Thence
S 23° 00' 00" E 145.02', Thence
S 8° 15' 00" W 84.04', across the Long Chord of a 81' Radius Curve to the Right and Subtended by a Central Angle of 62 39' 59"; Thence
S 39° 29' 59" W 61.46', to the Bald Eagle Community Subdivision Boundary Line.

ROAD EASEMENT DESCRIPTION NO 1

Beginning at a point that is South 257.86' and East 2137.89' from the SouthWest Corner of Section 22, Township 2 South, Range 4 East, SLB&M; Thence along the CenterLine of a 50' Wide Road, for the purpose of Ingress and Egress, and for Utility Construction and Maintenance to Units 39 thru 42, and more specifically described as follows: N 45° 54' 56" W 76.40' to the Point of Tangency of a 237.15' Radius Curve to the Right, Thence along the Centerline of said Curve 39.12', more or less, to the Boundary Line of the above mentioned Units 39 thru 42.

Containing 0.11 Acres

ROAD EASEMENT DESCRIPTION NO 2

Beginning at a point that is North 513.60' and East 3073.69' from the SouthWest Corner of Section 22, Township 2 South, Range 4 East, SLB&M; Thence along the Boundary line of a 50' Wide Road, for the purpose of Ingress and Egress, and for Utility Construction and Maintenance to Units 6 thru 9, and more specifically described as follows: N 13° 56' 53" W 60.67', Thence NorthWesterly along the arc of a 15' Radius Curve to the Left to the Boundary of the above mentioned Units 6 thru 9, thence along said Boundary line N 71° 45' 01" E 80.17', Thence SouthWesterly along the arc of a 15' Radius Curve to the Left 24.53', Thence S 13° 56' 53" E 58.73', Thence S 79° 45' 09" W 50.10' to the Point of Beginning.

Containing .09 Acres

ROAD EASEMENT DESCRIPTION NO. 3

Beginning at a point which is North 349.05' and East 3,422.28' from the Southwest Corner of Section 22, Township 2 South, Range 4 East, SLB&M; Thence along the Boundary line of a 50' Wide Road, for the purpose of Ingress and Egress, and for the Utility Construction and Maintenance to Unit 3, the following courses:

N 01° 18' 43" W, 63.89 feet; to a point on a 105 foot radius curve; said curve having a cord bearing of S 52° 59' 50" W and a cord length of 21.81 feet and a central angle of 11° 55' 13"; thence Southwesterly along said curve a distance of 21.84 feet; thence S 47° 02' 14" W, 46.24 feet; thence S 04° 24' 01" E, 0.73 feet; thence S 16° 46' 58" E, 55.71 feet; thence N 47° 02' 14" E, 49.94 feet to the point of beginning.

Contains 0.07 Acres

Notes regarding Sanitary Sewer Service and Expansion Area B

Units Number 14, 28, 29, and 34 are not presently within the boundaries of the Snyderville Basin Sewer Improvement District. Sewer service will not be provided until and unless these units are annexed to the District. This shall not preclude the Owners of those Units from installing septic tank systems upon approval of applicable county health authorities.

Unit Number 14 is located at an elevation where sewer service is only available through the use of a pump system, which is the sole responsibility of the Unit Owner and not a part of the Snyderville Basin Sewer Improvement District system for purposes of maintenance or operation.

See separate Notice and Covenant regarding sewer service to these units.

Unit Owners shall fully indemnify and save harmless the Snyderville Basin Sewer Improvement District from all costs and damages which may arise due to stoppages and/or overflows in the backlot sewer and for which the District is unable to respond due to limited access.

RECORD OF SURVEY MAP FOR AN EXPANDABLE CONDOMINIUM CALLED

THE BALD EAGLE CLUB AT DEER VALLEY

LOCATED IN SECTIONS 22 & 27, TOWNSHIP 2 SOUTH, RANGE 4 EAST, S.L.B.&M.

PARK CITY, SUMMIT COUNTY, UTAH

OWNER'S CERTIFICATE AND CONSENT TO RECORD

KNOWN ALL MEN BY THESE PRESENT: That Marc Realty & Investment Group, Inc. and Kieth-Marc Properties, Ltd.; do hereby certify that they are the fee owner of the tract of land described and shown herein and they have caused this record of survey map to be prepared for a project to be known as The Bald Eagle Club at Deer Valley, an expandable condominium. We hereby submit the property to the provisions of the Utah Condominium Ownership Act and give consent to its recordation for the same.

In witness thereof, we have set are signature the 28TH day of July, 1989.

Marc Realty & Investment Group, Inc.

Keith-Marc Properties, Ltd.
By Marc Realty & Investment Group, Inc., a corporate General Partner:

By: Mark O. Kaplan
Mark O. Kaplan, President

By: Mark O. Kaplan
Mark O. Kaplan, President

ACKNOWLEDGEMENT

STATE OF UTAH)
COUNTY OF SUMMIT) ss

On the 28 day of July, 1989 the foregoing instrument was acknowledged before me by Mark Kaplan, president of Marc Realty & Investment Group, Inc., who executed the same for the corporation.

Notary Public

Residing at: Park City, Utah

My Commission Expires:

6-1-93

STATE OF UTAH)
COUNTY OF SUMMIT) ss

On the 28 day of July, 1989 the foregoing instrument was acknowledged before me by Mark Kaplan, president of Marc Realty & Investment Group, Inc., a corporation which is a general partner of Keith-Marc Properties, Ltd, a limited partnership, who executed the same on behalf of the partnership.

Notary Public

Residing at: Park City, Utah

My Commission Expires:

6-1-93

RECORDED

Nº. 311265
STATE OF Utah
COUNTY OF Summit
RECORDED AND FILED AT THE REQUEST OF:
High Country Title
8-3-89
at 4:57 p.m.
#80.
Alan Sprigg
COUNTY RECORDER

Sno-engineering Inc.

THE MOUNTAIN RESORT PLANNERS

P.O. Box 1726, Park City, Utah 84060
Phone (801) 649-4777



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

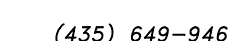
NOTES

1. Site Benchmark: Water Valve = 8288.4'.
2. Field work for this survey was completed on June 21, 2022.
3. The architect is responsible for verifying building setbacks, zoning requirements and building heights.

NOTES FROM THE BALD EAGLE CLUB AT DEER VALLEY, ENTRY NO. 311265, SUMMIT COUNTY
RECORDER'S OFFICE

4. Building pads represent the boundary in which all building and associated construction disturbance shall occur. When the actual building footprint is established, the limits of construction disturbance shall be no greater than 15' beyond the foundation wall. The building footprint can shift within the building pad. Any deviation from this format shall be approved by the Architectural Committee. Access to the building footprint shall be no wider than 14', and the associated limits of cut and fill slopes shall be the steepest slopes approved by the geotechnical reports. Any deviation from this format shall be approved by the Architectural Committee.
5. Limits of Disturbance are not enforced by Park City. All enforcement efforts must be undertaken by the Architectural Committee.
6. No finished floor elevation shall exceed 8455. This may affect the Architectural design for the improvements to Units 21–25 and to Units within the Expandable Area B.
7. A pre-construction meeting shall occur between the project engineer, city engineer, building department official, and contractor to establish in the field the limits and areas of disturbance as described on the Limits of Disturbance and Erosion Control Plan.
8. Limits of disturbance shall be delineated in the field with rope and flagging cordon.
9. All areas within the limits of disturbance described on the Limits of Disturbance and Erosion Control Plan, and those areas of disturbance associated with the project but not shown on the plan, shall be seeded with Deer Valley Seed Mix at a rate of 40 lbs. p.l.s per acre.

SEED TYPE	PERCENTAGE
WINTER WHEAT	20%
PERENNIAL RYEGRASS	20%
INTERMEDIATE WHEATGRASS	20%
KENTUCKY BLUEGRASS	10%
ORCHARD GRASS	10%
SMOOTH BROME	10%
TIMOTHY, CLIMAX	5%
MEDIUM RED CLOVER	5%



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

STAFF:
MARSHALL KING
BRAYLON ROSE
CHIP TOMSUDEN
TYLER LEPORE
THOMAS VAUGHN

64 **DATE:** 11/9/22

EXISTING CONDITIONS & TOPOGRAPHIC MAP
BALD EAGLE CLUB, UNIT 9
7979 ROAMER COURT

FOR: ANU LEEMAN
JOB NO.: 10-5-22

FILE: X:\BaldEagle\dwg\srv\topo2022\100522.dwg

SHEET
1
OF
1



7979 Roamer Court - looking westerly



7979 Roamer Court - looking southwesterly



7979 Roamer Court - looking easterly



7979 Roamer Court - looking southeasterly



7979 Roamer Court - looking southerly



7979 Roamer Court - looking westerly



7979 Roamer Court - looking southeasterly



7979 Roamer Court - looking westerly

Council Agenda Item Report

Meeting Date: February 16, 2023

Submitted by: Michelle Kellogg

Submitting Department: Community Development

Item Type: Staff Report

Agenda Section: NEW BUSINESS

Subject:

Consideration to Authorize the City Manager to Enter into a Contract with Stereotomic, PLLC, in a Form Approved by the City Attorney, for Land Surveying and Consultant Services, in an Amount Not to Exceed \$88,450

(A) Public Input (B) Action

Suggested Action:

Attachments:

[Clark Ranch Contract Staff Report](#)

[Exhibit A: Proposed Contract including Scope of Work](#)



City Council Staff Report

Subject: Clark Ranch Land Surveying and Consultant Services Contract
Author: Browne Sebright, Housing Program Manager
Department: Housing
Date: February 16, 2023
Type of Item: Administrative

Recommendation

Consider authorizing the City Manager to enter into a contract, in a form approved by the City Attorney with Stereotomic, PLLC, for land surveying and consultant services, at a total cost of \$88,450. This contract will begin a process for Council to consider appropriate means and methods for the potential to site affordable housing on a small portion of Clark Ranch.

Background

Park City Municipal Corporation ("PCMC") owns 344 acres of property known as Clark Ranch ("Property"), located along US-40 in the Quinn's Junction¹ area in proximity to Park City Heights, Utah Film Studios, Park City Hospital, and the National Ability Center. The City purchased the Property on December 17, 2014, from the Florence J. Gillmor Estate, which was located in unincorporated Summit County, prior to PCMC annexation.

In 2016, the Citizens Open Space Advisory Committee ("COSAC") recommended to City Council parameters and values of the proposed preservation of the Clark Ranch properties.² The Committee unanimously recommended that up to 10 acres in the northwest corner of the parcel adjacent to Park City Heights be excluded from the proposed conservation easement for senior or affordable housing and/or essential services, such as a fire station. In a recent City Council work session, staff included exhibits, including a [land analysis](#) and a [site survey](#) that depicts a 10.9-acre area of land for potential affordable housing development on the Clark Ranch parcels. The Property was annexed into Park City in 2022.³

The City has historically identified properties suitable for Affordable Housing projects through a property disposition list, the most recent adopted in 2020.⁴ Following COSAC's recommendation, the Housing Team can survey the property and evaluate the feasibility of future affordable housing on the site.

¹ [Park City General Plan](#), p. 257

² [Staff Report](#), p. 79

³ [Ordinance No. 2022-18](#)

⁴ [Resolution No. 04-2022](#)

Analysis

The Housing and Budget Team's posted the Request for Proposals (RFP) to the Utah Public Procurement Place (U3P) portal and sent proposals directly to approximately 65 firms sourced from the Utah Division of Purchasing and General Service's approved vendor lists. Four project teams submitted proposals.

Evaluation

PCMC convened a Selection Committee of City staff with familiarity and experience managing surveying, engineering, and land use planning. Pursuant to Utah Procurement Code § 63G-6a- Part 15, the Clark Ranch Land Survey and Consultant Services Contract is considered a Design Professional Services contract. Responses were reviewed under the Request for Statement of Qualifications (RSOQ) process. As such, the Committee evaluated the proposals with selection criteria that included: the design professional's work history and experience; performance ratings earned by the design professional or references for similar work; a quality assurance or quality control plan; the quality of the design professional's past work product; the time, manner of delivery, and schedule of delivery of the Design Professional Services; the design professional's demonstrated financial ability; and management plan. The RSOQ process also required the Committee not to review the proposals for price or cost.

Before the first meeting, the Committee reviewed each proposal for compliance with the project's primary goals. The Committee selected the top two vendors based on experience, project team composition, and proposed work plan. Interviews were conducted to further review proposals, ask questions, and seek a better understanding of knowledge of City code and Sensitive Lands Analyses,⁵ and surveying work given above-average snow pack conditions this winter.

The primary goals for a successful project team are:

- Understand and report the developable feasibility of the land including parameters such as the Sensitive Land Overlay, lot access, utilities, soils, historic structures, mining hazards, and environmental conditions; and
- Demonstration expertise in following land use planning, land surveying, and entitlement processes; and
- Demonstration of past projects and experience in Park City, Summit County, or similar communities; and
- Capacity to undertake and complete the project on time, and present the concept plans and associated analysis to City Council for review and feedback.

Stereotomic was selected to produce a comprehensive study outlining multiple concept plan options. They have demonstrated deep familiarity with Park City's unique environmental conditions through past projects and their ability to produce clear and comprehensive analyses of environmentally sensitive properties.

Recommendation

⁵ [LMC § 12-2.21-3 Sensitive Lands Overlay Zone – Ordinance Provisions](#)

The land survey and consultant services for Clark Ranch will help inform how the City should manage the property and its inclusion in future City property disposition lists. The survey results will be public resources that will help Council determine if and how the property could be used for future uses, including affordable housing.

We recommend City Council approve a contract with Stereotomic, PLLC, for land surveying and consultant services for the Clark Ranch feasibility study, in a form approved by the City Attorney's Office.

Funding

The project cost is funded and budgeted as CP0566 Clark Ranch Housing in the Housing fund. The revenue source is 2019 Sales Tax Bond Proceeds.

Department Review

This report has been reviewed by Housing, the City Attorney's Office, and the City Manager.

Exhibit A: Proposed Contract including Scope of Work

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

This Design Professional Services Agreement (the "Agreement") is made and entered into as of this ____ day of _____, 2023, by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, ("City"), and **STEREOTOMIC, PLLC**, a Utah Professional Limited Liability Company, ("Design Professional"), collectively, the City and the Design Professional are referred to as (the "Parties").

WITNESSETH:

WHEREAS, the City desires to have certain services and tasks performed as set forth below requiring specialized skills and other supportive capabilities;

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

WHEREAS, the Design Professional represents that the Design Professional is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the services and/or tasks set forth in this Agreement.

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

1. **SCOPE OF SERVICES.**

The Design Professional shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Design Professional responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "**Exhibit A**" and incorporated herein (the "Project"). The total fee for the Project shall not exceed **EIGHTY-EIGHT THOUSAND, FOUR HUNDRED AND FIFTY DOLLARS** (\$88,450.00).

The City has designated Browne Sebright or their designee as City's Representative, who shall have authority to act on the City's behalf with respect to this Agreement consistent with the budget contract policy.

2. **TERM.**

The term of this Agreement begins upon execution by all Parties and issuance of a Notice to Proceed, and shall continue for twelve (12) months, or until such time as the not-to-exceed dollar amount specified in paragraph 1, Scope of Services is reached, whichever is earlier, unless earlier terminated as specified herein. The

term may be extended for an additional six (6) months by mutual written agreement of the Parties in order to complete the Scope of Services.

3. COMPENSATION AND METHOD OF PAYMENT.

- A. Payments for services provided hereunder shall be made monthly following the performance of such services.
- B. No payment shall be made for any service rendered by the Design Professional except for services identified and set forth in this Agreement.
- C. For all “extra” work the City requires, the City shall pay the Design Professional for work performed under this Agreement according to the schedule attached hereto as “Exhibit B,” or if none is attached, as subsequently agreed to by both Parties in writing.
- D. The Design Professional shall submit to the City Manager or their designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Design Professional within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Design Professional reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.
- F. Design Professional acknowledges that the continuation of this Agreement after the end of the City’s fiscal year is specifically subject to the City Council’s approval of the annual budget.

4. RECORDS AND INSPECTIONS.

- A. The Design Professional shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not limited to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement.
- B. The Design Professional shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

- C. The Design Professional shall, at such times and in such form as the City may require, make available for examination by the City, its authorized representatives, the State Auditor, or other governmental officials authorized by law to monitor this Agreement all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The Design Professional shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Design Professional's activities, which relate directly or indirectly to this Agreement.
- D. The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code 1953, as amended and Park City Municipal Code Title 5 ("GRAMA"). All materials submitted by Design Professional pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure rests solely with Design Professional. Any materials for which Design Professional claims a privilege from disclosure based on business confidentiality shall be submitted marked as "confidential - business confidentiality" and accompanied by a concise statement from Design Professional of reasons supporting its claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. The City will make reasonable efforts to notify Design Professional of any requests made for disclosure of documents submitted under a claim of confidentiality. Design Professional specifically waives any claims against the City related to any disclosure of materials pursuant to GRAMA.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

- A. The Parties intend that an independent Design Professional/City relationship will be created by this Agreement. No agent, employee, or representative of the Design Professional shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Design Professional are not entitled to any of the benefits the City provides for its employees. The Design Professional will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.
- B. In the performance of the services herein contemplated the Design Professional is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

6. DESIGN PROFESSIONAL EMPLOYEE/AGENTS.

The City may at its sole discretion require the Design Professional to remove an employee(s), agent(s), or representative(s) from employment on this Project. The Design Professional may, however, employ that (those) individuals(s) on other non-City related projects.

7. HOLD HARMLESS INDEMNIFICATION AND ATTORNEY FEES.

- A. The Design Professional shall indemnify and hold the City and its agents, employees, and officers, harmless from any and all liability for damages, including claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to (1) the Design Professional's breach of contract, negligence, recklessness, or intentional misconduct; or (2) the Design Professional's subconsultant's or subcontractor's negligence.
- B. The Design Professional shall also reimburse the City, including its agents, employees, and officers, and any other person for attorney fees or other costs incurred by the person in defending against a claim alleging liability for damages to the extent the attorney fees or costs were incurred due to (1) the Design Professional's breach of contract, negligence, recklessness, or intentional misconduct; or (2) the Design Professional's subconsultant's or subcontractor's negligence.
- C. If such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable to the extent of the Design Professional's breach of contract, negligence, recklessness, or intentional misconduct; or the Design Professional's subconsultant's or subcontractor's negligence.
- D. The Design Professional expressly agrees that the indemnification provided herein constitutes the Design Professional's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Design Professional claims or recovers compensation from the City for a loss or injury that Design Professional would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the Parties, and is expressly made effective only for the purposes of this Agreement.

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- E. Further, nothing herein shall require the Design Professional to hold harmless, defend, or reimburse the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers.
- F. The Design Professional is required to maintain and to provide a standard of care consistent with other design professionals with the same or similar professional license, who normally provide projects, work, and/or services as is established in this Agreement in Park City, Utah. Accordingly, if the nature of the Project, work, and/or services established in this Agreement requires specialized design expertise, the Design Professional is required to provide services consistent with the specialized design expertise established in this Agreement.
- G. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.
- H. The provisions of this section shall survive the expiration or termination of this Agreement.

8. INSURANCE.

The Design Professional shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Design Professional, their agents, representatives, employees, or subcontractors. The Design Professional shall provide a Certificate of Insurance evidencing:

- A. General Liability insurance written on an occurrence basis with limits no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate for personal injury, bodily injury and property damage.

The Design Professional shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

- B. Automobile Liability insurance with a combined single limit of not less than Two Million Dollars (\$2,000,000) each accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of owned, hired, and non-owned motor vehicles. This

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policy must not contain any exclusion or limitation with respect to loading or unloading of a covered vehicle.

- C. Professional Liability (Errors and Omissions) insurance (if applicable) with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. Design Professional agrees to continue to procure and maintain professional liability insurance coverage meeting these requirements for the applicable period of statutory limitation of claims (or statute of repose, if applicable) after the Project completion or termination of this Agreement.

If written on a claims-made basis, the Design Professional warrants that the retroactive date applicable to coverage precedes the effective date of this agreement; and that continuous coverage will be maintained for an extended reporting period endorsement (tail coverage) will be purchased for a period of at least three (3) years beginning from the time that work under this agreement is complete.

- D. Workers Compensation insurance and Employers Liability coverage with Workers Compensation limits complying with statutory requirements, and Employer's Liability Insurance limits of at least One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) for bodily injury by accident, and One Million Dollars (\$1,000,000) each employee for injury by disease.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Park City Municipal Corporation for all work performed by the Design Professional, its employees, agents and subcontractors.

- E. Park City Municipal Corporation, its officers, officials, employees, and volunteers are to be covered as additional insureds on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Design Professional including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Design Professional and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. Should any of the above described policies be cancelled before the expiration date thereof, Design Professional shall deliver notice to the City within thirty (30) days of cancellation. The City reserves the right to request certified copies of any required policies.

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- F. The Design Professional's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- G. For any claims related to this Design Professional Services Agreement, the Design Professional's insurance coverage shall be primary insurance coverage with respect to Park City Municipal Corporation, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Park City Municipal Corporation, its officers, officials, employees, or volunteers shall be excess of the Design Professional's insurance and shall not contribute with it.

9. TREATMENT OF ASSETS.

Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any, prepared by the Design Professional pursuant to this Agreement (contingent on City's performance hereunder).

10. COMPLIANCE WITH LAWS AND WARRANTIES.

- A. The Design Professional, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- B. Unless otherwise exempt, the Design Professional is required to have a valid Park City business license.
- C. The Design Professional specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.
- D. If this Agreement is entered into for the physical performance of services within Utah the Design Professional shall register and participate in E-Verify, or an equivalent program. The Design Professional agrees to verify employment eligibility through E-Verify, or an equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-12-302.
- E. Design Professional shall be solely responsible to the City for the quality of all services performed by its employees or sub-contractors under this Agreement. Design Professional hereby warrants that the services

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performed by its employees or sub-contractors will be performed substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions.

11. NONDISCRIMINATION.

Any Design Professional that enters into an agreement for goods or services with Park City Municipal Corporation or any of its boards, agencies, or departments shall:

- A. Implement an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting or demoting, matters of compensation, or any other employment-related decision or benefit against a person otherwise qualified, because of actual or perceived race; color; sex; pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; gender identity; genetic information; or military status.
- B. In the performance of this Agreement, Design Professional shall not discriminate on account of actual or perceived race; color; sex; pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; gender identity; genetic information; or military status.

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- C. Incorporate the foregoing provisions in all subcontracts or assignments hereunder and take such actions as may be required to ensure full compliance with the provisions of this policy.

12. ASSIGNMENTS/SUBCONTRACTING.

- A. The Design Professional shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Design Professional not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment. Any assignment made without the prior express written consent of the City, as required by this paragraph, shall be deemed null and void.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.
- D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Design Professional stating that the subcontractor has used E-Verify, or an equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code § 63G-12-302.

13. 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.

14. PROHIBITED INTEREST, NO THIRD PARTY RIGHTS AND NO GRATUITY TO CITY EMPLOYEES.

- A. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- B. Nothing herein is intended to confer rights of any kind in any third party.

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- C. No City employee who has procurement decision making authority and is engaged in the procurement process, or the process of administering a contract may knowingly receive anything of value including but not limited to gifts, meals, lodging or travel from anyone that is seeking or has a contract with the City.

15. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

- A. All work proposed by the Design Professional is based on current government ordinances and fees in effect as of the date of this Agreement.
- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an “extra” pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.
- C. The City shall make provision for access to the property and/or Project and adjacent properties, if necessary for performing the services herein.

16. TERMINATION.

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days' written notice to the other party. The Design Professional shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Design Professional shall promptly submit a termination claim to the City. If the Design Professional has any property in its possession belonging to the City, the Design Professional will account for the same, and dispose of it in a manner directed by the City.
- B. If the Design Professional fails to perform in the manner called for in this Agreement, or if the Design Professional fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days' written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Design Professional setting forth the manner in which the Design Professional is in default. The Design Professional will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

17. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the Parties below. Notice is effective upon the date it

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

was sent, except that a notice of termination pursuant to Paragraph 16 is effective upon receipt. All reference to “days” in this Agreement shall mean calendar days.

18. 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 the 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.

19. SEVERABILITY AND NON-WAIVER.

- 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.
- C. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

20. ENTIRE AGREEMENT.

The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both Parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both Parties recognize time is of the essence in the performance of the provisions of this Agreement.

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

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

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

Matt Dias, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

STEREOTOMIC, PLLC

Jarret Moe, Principal in Charge
Address: 1641 Pheasant Way
City, State, Zip: Park City, UT 84098

Tax ID#: _____
PC Business License# BL_____

Signature

Printed name

Title

**THE CITY REQUIRES THE DESIGN PROFESSIONAL TO COMPLETE EITHER THE NOTARY BLOCK
OR THE UNSWORN DECLARATION, WHICH ARE BELOW.**

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

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/they is/are the _____ (*title or office*) of _____, a _____ corporation (or limited liability company), by authority of its Bylaws/Resolution of the Board of Directors (if as to a corporation) or Operating Agreement/Member Resolution (if as to a limited liability company), and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (title) for _____, a _____ corporation (or limited liability company).

Notary Public

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the ____ day of _____, 2023_, at _____ (insert State and County here).

Printed name _____

Signature: _____

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

EXHIBIT “A”

SCOPE OF SERVICES

The work required by this contract is to determine the development feasibility of Clark Ranch, SS-121-X, US-40 West Frontage Road, Park City, Utah. While the Property is 344 acres in size, the scope of the study for this RFP is limited to the western portion of the property, totaling approx. 153 acres, with the primary focus to be concentrated in the northernmost 10-15 acres. The project team selected by PCMC (“Project Team”) must be willing to complete the following as part of the Project work plan:

1. Determination of the developable feasibility of the site
 - a. Site Analysis
 - i. Property title report analysis
 - ii. Steep Slope analysis, pursuant to the City’s [Sensitive Land Overlay](#)
 - iii. Site access analysis, including associated costs
 - iv. Traffic pattern analysis
 - v. Utilities assessment, including associated costs
 - vi. Map viewshed corridors
 - vii. Visual impact analysis
 - viii. Preliminary soil evaluation, including associated costs
 - ix. Historical structures or sites analysis
 - x. Mining hazards and environmental conditions analysis
 - b. Preliminary cost assessment
 - c. Creation of map(s) depicting areas feasible for development, mining hazards, and environmental conditions
2. Determination of appropriate site density
 - a. Analyzation of the Park City Land Management Code
 - b. Evaluation of the MPD/Affordable MPD sections of the Land Management Code
 - c. Identification of three density options
 - i. Outline of entitlement pathways
 - ii. Draft entitlements package
 - d. Analysis of which existing or future zoning districts are suitable to enable the development of the site according to the recommended density and concept plans
 - e. Identify potential financing options
3. Develop concept plan options
 - a. Preliminary yield analysis
 - b. Assessment of possible concepts with involvement with key stakeholders in a design meeting/charrette
 - c. Refine concept plans
 - d. Presentation and review at City Council meeting(s)

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Deliverables:

- Agendas/summaries in monthly team meetings with the City
 - Work plan, including a schedule showing all submittals
 - Report on developable land feasibility and presentation to City Council
 - Map(s) depicting areas feasible for development, mining hazards, and environmental conditions
 - Analysis of which existing or future zoning districts are suitable to enable the development of the site according to the recommended density and concept plans
 - Financial breakdown of cost estimates associated with site access and utilities

Fee Schedule

	FEE	TOTAL FEE %
GUARANTEED MAXIMUM PRICE	\$88,450	100%
GENERAL PROJECT MANAGEMENT	\$8,250	9.33%
DETERMINE DEVELOPABLE FEASIBILITY	\$33,600	37.98%
SITE ANALYSIS		
Evaluate title report from the City		
Slope analysis		
Access evaluation & options		
Traffic/circulation analysis		
Viewshed analysis		
Visual impact analysis		
Preliminary soils evaluation		
Historic site analysis		
Environmental conditioning assessment		
COST ASSESSMENT		
DETERMINE APPROPRIATE SITE DENSITY	\$27,850	31.48%
ANALYZE LMC TO SITE		
EVALUATE MPD/AMPD APPROACH		
IDENTIFY THREE DENSITY OPTIONS		
Entitlements pathway		
Draft entitlements package		
IDENTIFY FINANCING OPTIONS		
CONCEPT PLANS	\$18,750	21.19%
PRELIMINARY YIELD ANALYSIS		
CHARRETTE WITH KEY STAKEHOLDERS		
REFINED CONCEPT PLANS		

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EXHIBIT “B”

PAYMENT SCHEDULE FOR “EXTRA” WORK

Any additional services beyond those described in the above scope of work will be charged at standard hourly rates, occurring only after written approval from the owner:

ARCHITECTURE / PLANNING / PROJECT MANAGEMENT

Architect/Principal	\$135/hour
Associate/project management	\$100/hour
Drafting/Design Support	\$85/hour

CIVIL / SURVEYING

Engineer/Principal	\$195/hour
Associate/project management	\$160/hour
Surveyor	\$155/hour

LANDSCAPE

Landscape Architect/Principal	\$120/hour
Associate/project management	\$100/hour

ENTITLEMENTS / LEGAL

Senior Partner	\$450/hour
Managing Partner	\$300/hour

ADMINISTRATION

General Admin	\$65/hour
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Council Agenda Item Report

Meeting Date: February 16, 2023

Submitted by: Michelle Kellogg

Submitting Department: Water

Item Type: Ordinance

Agenda Section: NEW BUSINESS

Subject:

Consideration to Approve Ordinance 2023-09, an Ordinance Amending Section 13-1-28, Drinking Water Source Protection, of the Municipal Code of Park City

(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Drinking Water Source Protection Staff Report](#)

[Exhibit A: Drinking Water Source Protection Ordinance](#)

[Exhibit B: DWSP Map](#)



City Council Staff Report

Subject: Drinking Water Source Protection Ordinance Revision,
Prohibits Fluorinated Ski Wax throughout Park City
Author: Michelle De Haan, Water Quality Manager
Department: Public Utilities
Date: February 16, 2023
Type of Item: Legislative

Recommendation

Review and consider adopting revised Park City Drinking Water Source Protection Ordinance Number 2023-09.

Executive Summary

Utah Division of Drinking Water (DDW) requires a management program to control or prohibit Potential Contamination Sources from contaminating existing groundwater drinking water sources by adoption of zoning ordinances. The purpose of the ordinance is to protect public drinking water sources from potential sources of contamination.

Park City Drinking Water Source Protection Ordinance, found in municipal code section 13-1-28, was originally adopted by Ord. [06-51](#) on 7/13/2006 and was amended by Ord. [08-27](#) on 7/10/2008. The DDW Rule also requires that water systems develop and update every five years a Drinking Water Source Protection Plan which was amended in December 2021. Drinking Water Source Protection Ordinance changes are required to reflect updates to the Source Protection Plan.

The predominant changes include:

1. Make it more consistent with Utah DEQ and Summit County Drinking Water Source Protection Plan Rules.
2. Updated Source Protection Zones and Source Protection Maps to include updated hydrogeologic mapping to protect any well, spring, or tunnel used by Park City as a source of drinking water from Potential Contamination Sources utilizing both distance and groundwater time of travel criterion.
3. Added Prohibited Uses
 - (a) Borings and excavations that are more than 10 feet deep in Zone One, within 100 feet radius from groundwater sources
 - (b) Open-loop Ground Source Heat Pump (GSHP) wells and systems and closed-loop GSHP wells unless the later meets specific criteria and approvals
 - (c) The use of any fluorinated ski wax due to contamination associated Per- and Polyfluoroalkyl Substances (PFAS)
4. A procedure for granting variances

A map is attached to the proposed ordinance to denote the Source Protection Area Zones One through Four which encompass the entire City boundary.

Prohibiting Fluorinated Ski Wax

Prohibiting the use of any fluorinated ski wax throughout Park City is required to avoid further contamination of groundwater associated with detection of Per- and Polyfluoroalkyl Substances (PFAS) compounds. On [December 8, 2022](#), the City introduced the fluoro ski wax take back program. The program was developed because PFAS compounds have been detected in all three of the City's groundwater wells, which is becoming more and more common amongst water districts around the country and mountain west. Fluoro ski wax has been identified as the responsible Potential Contamination Source.

Upon ordinance adoption, we will provide public education signage at Nordic locations throughout the community in collaboration with Mountain Trails Foundation, provide education to local businesses who sell wax and local and international events organizers. Fortunately, Fluoro ski waxes were banned in advance of the 2022 Winter Olympics and are no longer permitted in most winter sport environments; however, testing is challenging and there is concern fluoros are still being used in local and international events.

We are working with the Utah Department of Environmental Quality (DEQ) Division of Drinking Water (DDW) to identify and implement a proper response when the EPA issues a formal regulation, now pending in early 2023, that governs acceptable levels of PFAS in drinking water.

Exhibits

A Drinking Water Source Protection Ordinance Number 2023-09

Ordinance No. 2023-09

AN ORDINANCE AMENDING SECTION 13-1-28, DRINKING WATER SOURCE PROTECTION, OF THE MUNICIPAL CODE OF PARK CITY

WHEREAS, the Utah Division of Drinking Water requires a management program to control or prohibit Potential Contamination Sources from contaminating existing groundwater drinking water sources.

WHEREAS, the City adopted the "Drinking Water Source Protection Ordinance" on July 13, 2006 and amended the ordinance on July 10, 2008 to comply with the requirement and to protect public drinking water sources from potential sources of contamination.

WHEREAS, the City desires to update the ordinance to make it more consistent with Utah Division of Environmental Quality and Summit County rules and to reflect 2021 updates to the City's Drinking Water Source Protection Plan.

WHEREAS, the City desires to make the coverage of the ordinance more transparent by including a map.

WHEREAS, the City desires to provide a procedure for granting variances.

WHEREAS, the City desires to prohibit additional potential sources of contamination, including fluorinated ski wax.

BE IT ORDAINED BY THE CITY COUNCIL OF PARK CITY, UTAH, THAT:

Section 13-1-28 of the Municipal Code of Park City is amended and adopted to read as outlined in Exhibit A. This Ordinance shall become effective upon publication.

PASSED AND ADOPTED this 16th day of February, 2023.

PARK CITY MUNICIPAL CORPORATION

Mayor Nann Worel

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

City Attorney's Office

13-1-28 Drinking Water Source Protection

1. **DEFINITIONS.** When used in this Ordinance, the following words and phrases shall have the meanings given in this Section:

1. **DESIGN STANDARD.** A control that is implemented by a ~~p~~Potential ~~e~~Contamination source to prevent discharges to the ground water. Spill protection is an example of a design standard.
2. **Drinking Water Source Protection Area.** The surface and subsurface area surrounding a Groundwater Source of drinking water supplying Park City, through which contaminants are reasonably likely to move toward and reach such Groundwater Source.
3. **Groundwater Source.** Any well, spring, or tunnel used by Park City as a source of drinking water.
4. **Hazardous Waste and Hazardous Materials.** Hazardous Waste and Hazardous Materials are defined in Utah Administrative Code (UAC) R315-260-10; see https://documents.deq.utah.gov/legacy/boards/waste-management-radiation-control/docs/rules/R315_260.pdf.
5. **LAND MANAGEMENT STRATEGIES.** Zoning and non-zoning controls which include, but are not limited to, the following: zoning and subdivision ordinances, site plan reviews, design and operating standards, source prohibitions, purchase of property and development rights, public education programs, ground-water monitoring, household hazardous waste collection programs, water conservation programs, memoranda of understanding, written contracts and agreements, and so forth.
- ~~1-6.~~ **Mine Portal Area.** The constructed area where water exits a drain tunnel and is captured and piped into the Park City water system
- ~~2-7.~~ **POLLUTION SOURCE.** Point source discharges of contaminants to ground water or potential discharges of the liquid forms of "extremely hazardous substances" which are stored in containers in excess of "*applicable threshold planning quantities*" as specified in SARA Title III. Examples of possible pollution sources include, but are not limited to, the following: storage facilities that store the liquid forms of extremely hazardous substances, septic tanks, drain field, class V underground injection wells, landfills, open dumps, land filling of sludge and seepage, manure piles, salt piles, pit privies, and animal feeding operations with more than ten animal units. The following clarify the definition of ~~p~~Pollution ~~s~~Source:

- a) **Animal Feeding Operation.** A lot or facility where the following conditions are met: animals have been or will be stabled or confined and fed or maintained for a total of forty-five (45) days or more in any twelve (12) month period, and crops, vegetation forage growth, or post-harvest residues are not sustained in the normal growing season over any portion of the lot or facility. Two or more animal feeding

operations under common ownership are considered to be a single feeding operation if they adjoin each other, if they use a common area, or if they use a common system for the disposal of wastes.

- b) Animal Unit. A unit of measurement for any animal feeding operation calculated by adding the following numbers: the number of slaughter and feeder cattle multiplied by 1.0 plus the number of mature dairy cattle multiplied by 1.4, plus the number of swine weighing over 55 pounds multiplied by 0.4, plus the number of sheep multiplied by 0.1, plus the number of horses multiplied by 2.0.
- c) Extremely Hazardous Substances. Those substances which are identified in the Sec. 302(EHS) column of the "Title III List of Lists – Consolidated List of Chemicals Subject to Reporting Under SARA Title III." (EPA 560/4-91-011).

~~3.8.~~ **POTENTIAL CONTAMINATION SOURCE.** Any facility or site which employs an activity or procedure which may potentially contaminate group water. A ~~p~~Pollution ~~s~~Source is also a ~~p~~Potential ~~C~~ontamination ~~S~~source.

~~4.9.~~ **REGULATORY AGENCY.** Any governmental agency with jurisdiction over hazardous waste ~~as defined herein~~ Hazardous Material.

10. SANITARY LANDFILL. A disposal site where solid wastes, including putrescible wastes, or hazardous wastes or hazardous materials, are disposed of on land by placing earth cover thereon.

11. Septic Tank/Drain-Field Systems. A system that is comprised of a septic tank and a drain-field that accepts domestic wastewater from buildings or facilities for subsurface treatment and disposal. By their design, septic tank/drain-field system discharges cannot be controlled with Design Standards.

~~5.12.~~ Spring Collection Area. The constructed area of perforated pipe, imported gravel, infiltration boxes, or tunnels where groundwater flow is captured and piped into the Park City water system.

~~6.13.~~ WELLHEAD. The upper terminal of a well, including adapters, ports, seals, valves and other attachments from which water is piped into the Park City water system.

2. **ESTABLISHMENT OF DRINKING WATER SOURCE PROTECTION ZONES.** There are hereby established use districts to be known as ~~the z~~Zones one, two, three, and four ~~of the D~~drinking water source protection area identified and described as follows:

1. **ZONE ONE.** The area within a 100-foot radius from the wellhead or within 100 feet of the margin of the spring collection or mine portal area.

2. **ZONE TWO.** The area within a 250-day ground-water line-time of travel to the wellhead or margin of the spring collection or mine portal area, the boundary of the aquifer(s) which supplies water to the ground-water source, or the ground-water divide, whichever is closer.

3. **ZONE THREE.** Waiver Criteria Zone. The area within a three (3) year ground water time of travel to the wellhead or margin of the spring collection or mine

portal areas, the boundary of the aquifer(s) which supplies water to the ground-water source, or the ground-water divide whichever is closer.

ZONE FOUR. The area within a fifteen (15) year ground-water time of travel to the wellhead or margin of the spring collection or mine portal area, the boundary of the aquifer(s) which supplies water to the ground-water source, or the ground-water divide, whichever is closer.

4. A map is attached to denote the Source Protection Area Zones One through Four.

3. **PERMITTED USES.** The following uses shall be permitted within drinking water source protection zones:

1. Any use permitted within existing agricultural, single family residential, multi-family residential, and commercial districts so long as uses conform to the rules and regulations of Park City and their regulatory agencies.

~~1.2.~~ Any other open land use where any building located on the property is incidental and accessory to the primary open land use.

4. **PROHIBITED USES.** The following uses or conditions ~~shall be and are hereby~~ prohibited within drinking water source protection zones, whether or not such use or condition may otherwise be ordinarily included as part of the use permitted under Section 4 of the ordinance. 3.

1. **ZONE ONE.** The location of any:

a) ~~p~~Potential Sources;

b) Potential ~~e~~Contamination ~~S~~sources ~~as defined herein~~, unless they are controlled with Design Dstandards that are approved by the Park City Water Division;

c) Borings, wells, or excavations that are more than 10 feet deep, unless they are controlled with Design Standards that are approved by the Park City Water Division; or

~~1.d)~~ Open-loop and closed-loop Ground Source Heat Pump (GSHP) wells.

2. **ZONES TWO, THREE, AND FOUR.** The location of any:

a) ~~p~~Pollution ~~S~~sources ~~as defined herein~~, unless ~~there~~ their contaminated discharges are controlled with ~~d~~Design Standards that are approved by the Park City Water Division;

b) Potential Contamination Sources, unless they are controlled through Design Standards or Land Management Strategies;

c) Open-Loop GSHP wells; or

~~2.d)~~ Closed-Loop GSHP wells, unless they (1) are at least 500 feet from the wellhead or margin of the spring collection or mine portal areas of a Groundwater Source, (2) meet the Park City GSHP Design Standard, and (3) are approved by the Park City Water Division.-

~~5.-~~ **ZONES ONE, TWO, THREE AND FOUR.** The use of any fluorinated ski wax due to contamination associated Per- and Polyfluoroalkyl Substances (PFAS). ~~The location~~

~~of potential contamination sources unless they are controlled through land management strategies.~~

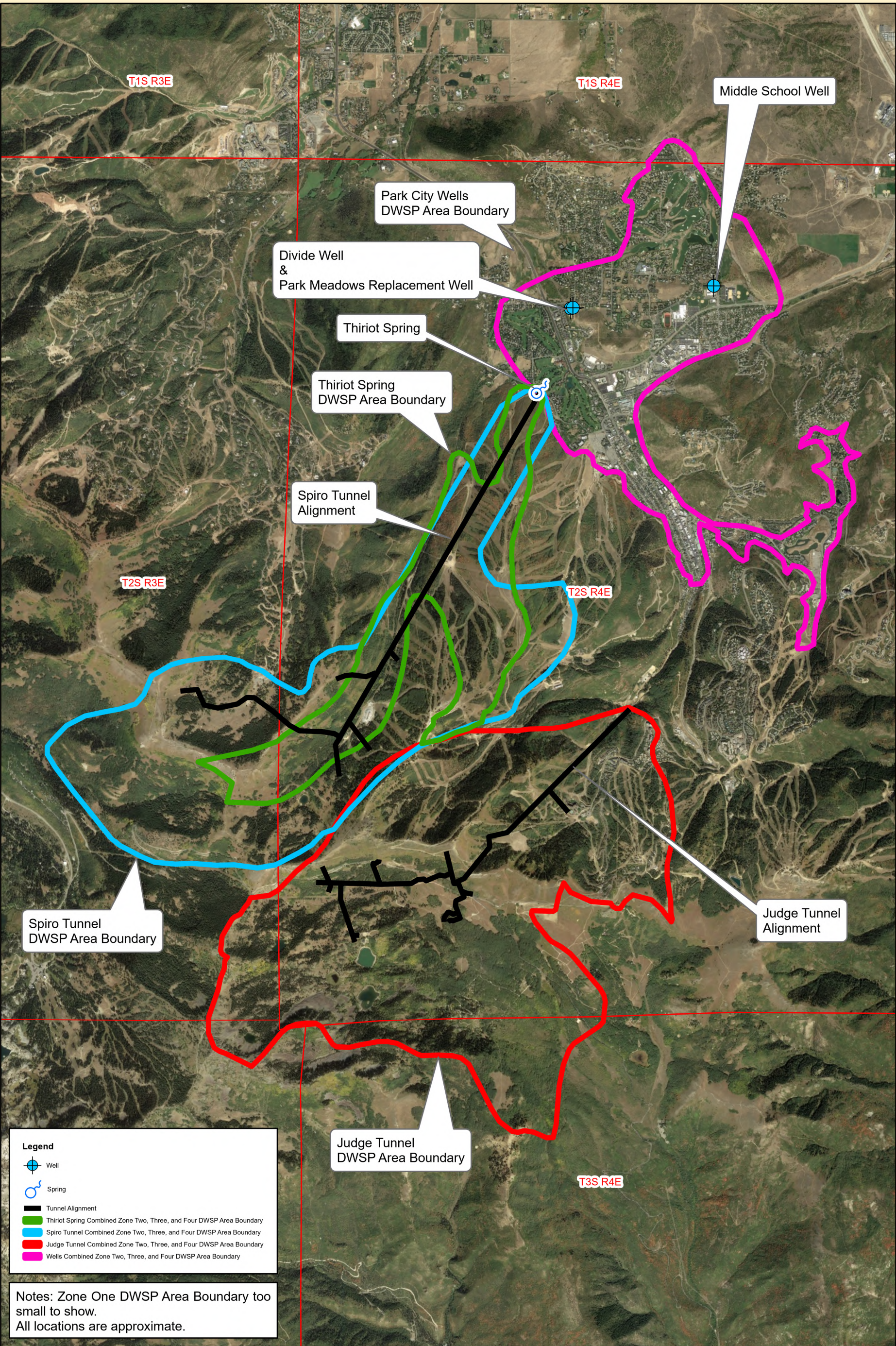
5. **ADMINISTRATION.** The policies and procedures for administration of any source protection zone established under this ordinance, including without limitation those applicable to non-conforming uses, exception, enforcement and penalties, shall be the same as provided in the existing zoning ordinance for ~~P~~park City, as the same is presently enacted or may from time to time be amended. Park City may grant a variance to this ordinance. To obtain a variance from the ordinance, an entity, at their own expense, must submit to Park City (1) a request for variance and (2) hydrologic, engineering, and/or other studies in support of their request for variance. If it is necessary to have additional expertise evaluate the request for variance, it shall be at the expense of the entity requesting the variance.

6.

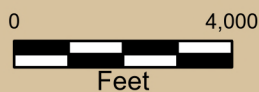
HISTORY

Adopted by Ord. 06-51 on 7/13/2006

Amended by Ord. 08-27 on 7/10/2008



Prepared by Gregory Gavin G.I.T.



Park City DWSP Area Boundaries - Aerial Map

Council Agenda Item Report

Meeting Date: February 16, 2023

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Information

Agenda Section: NEW BUSINESS

Subject:

2023 Legislative Session Update

*Each week during the 2023 Legislative Session, the City Manager will provide an update and synopsis of the session to date. The Legislative Bill Tracking List will be updated 24-48 hours prior to the City Council Meeting and available [here](#).

Suggested Action:

*Each week during the 2023 Legislative Session, the City Manager will provide an update and synopsis of the session to date. The Legislative Bill Tracking List will be updated 24-48 hours prior to the City Council Meeting and available [here](#).

Attachments: