



**PARK CITY COUNCIL MEETING  
SUMMIT COUNTY, UTAH  
November 17, 2022**

**NOTICE OF HYBRID IN-PERSON AND ELECTRONIC MEETING:** The Council of Park City, Utah, will hold its regular meeting with an anchor location for public participation at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah 84060 on November 17, 2022. Council members may participate in person or connect electronically by Zoom or phone. Members of the public may attend in person or participate electronically. Public comments will also be accepted virtually. To comment virtually, use eComment or raise your hand on Zoom. Written comments submitted before or during the meeting will be entered into the public record but will not be read aloud. For more information on attending virtually and to listen live, please go to [www.parkcity.org](http://www.parkcity.org).

**CLOSED SESSION - 2:45 p.m.**

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

**WORK SESSION**

3:45 p.m. - Childcare Update by Kristen Schulz, Park City Community Foundation Early Childhood Alliance Coordinator

4:15 p.m. - Mental Wellness Alliance Strategic Plan Update by Linda Graves, Coordinator

4:45 p.m. - Summit County Health Department COVID-19 After-Action Report  
[Summit County Health Dept. COVID-19 After-Action Report](#)

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

**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 October 27, 2022  
[October 27, 2022 Minutes](#)

**V. CONSENT AGENDA**

1. Request to Approve a Seven-Month Extension of the Historic Park City Alliance

Downtown Business Improvement District (BID) Service Provider Contract until June 30, 2023, in a Form Approved by the City Attorney  
[HPCA BID Extension Staff Report](#)  
[Exhibit A: 5th Addendum BID Addendum Draft](#)  
[Exhibit B: HPCA Performance Measures](#)

## **VI. NEW BUSINESS**

1. Consideration to Continue an Ordinance Approving Water Wise Landscaping Land Management Code Amendments to February 16, 2023  
(A) Public Hearing (B) Continue to February 16, 2023  
[Land Management Code Landscaping Amendments Continuation Report](#)
2. Consideration to Approve a Permit Fee Waiver in the Amount of \$71,306.85 Requested by the National Ability Center (NAC) Mountain Center  
(A) Public Hearing (B) Action  
[NAC Fee Waiver Staff Report](#)  
[Exhibit A: NAC Presentation Letter](#)  
[Exhibit B: NAC Fee Adjustment Application - Mountain Center](#)  
[Exhibit C: Breakdown of Calculated Fees](#)
3. Consideration to Approve Ordinance No. 2022-45, an Ordinance Approving the Royal Plaza Condominiums Fourth Amended Plat Combining Units 301 and 309, Located at 7620 Royal Street E, Park City, Utah  
(A) Public Hearing (B) Action  
[7620 Royal Street Staff Report](#)  
[Exhibit A: Draft Ordinance No. 2022-45 and Proposed Plat](#)  
[Exhibit B: Existing Plat](#)  
[Exhibit C: Project Intent](#)  
[Exhibit D: Letter of Support from Royal Plaza Board President](#)
4. Consideration to Approve an Interlocal Cooperation Agreement between Wasatch County and Park City Municipal Corporation for the Purposes of Increasing Collaboration and Efficiency of Resources Regarding Public Safety and Enforcement Services in the St. Regis Wasatch and Bonanza Flat Conservation Areas  
(A) Public Input (B) Action  
[Public Safety Interlocal Agreement Staff Report](#)  
[Exhibit A: Wasatch County and Park City Public Safety Interlocal Agreement](#)
5. Consideration to Exercise the City's Option to Purchase 2085 Snow Creek Lane for \$382,088 and Authorize the Mayor and City Manager to Execute All Documents in a Form Approved by the City Attorney's Office, Select a Pricing Basis for Resale, and Select an Option for the Sale to a Qualified Household  
(A) Public Hearing (B) Action  
[Purchase of 2085 Snow Creek Lane Staff Report](#)  
[Exhibit A: 2085 Snow Creek Lane - MRP](#)

## **VII. 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: November 17, 2022

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section: WORK SESSION

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### **Subject:**

4:45 p.m. - Summit County Health Department COVID-19 After-Action Report

### **Suggested Action:**

### **Attachments:**

[Summit County Health Dept. COVID-19 After-Action Report](#)





# Summit County Health Department COVID-19 Response

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After-Action Report  
**Executive Summary**  
January 2020 – May 2022

# Summit County Health Department

## COVID-19 After Action Report Executive Summary

“Residents of Summit County should be assured that we are doing everything within our means to protect their health.”

~ Thomas C. Fisher, Summit County Manager, Summit County Declaration of Emergency - COVID-19, March 12, 2020.

### Summary

The After-Action Report (AAR) was written with the intent to collect and evaluate best practices and lessons learned by Summit County Health Department (SCHD) during the COVID-19 Pandemic response from January 2020 through May 2022. SCHD AAR strategy:

- Record and review key COVID-19 response efforts by the Summit County and the Summit County Health Department.
- Identify achievements, challenges, and gaps in preparedness, response, and recovery actions.
- Strengthen future public health response capabilities in Summit County and the community.

### Situation and Timeline

To date there are over 79 million cases of COVID-19 in the United States. Of those cases, more than 969,114 have resulted in death ([CDC COVID Data Tracker](#)). Federal, state, and local public health officials continue working tirelessly to promote vaccination and infection mitigation measures as COVID-19 cases decline. This report considers response actions undertaken by Summit County, January 2020 through May 2022.

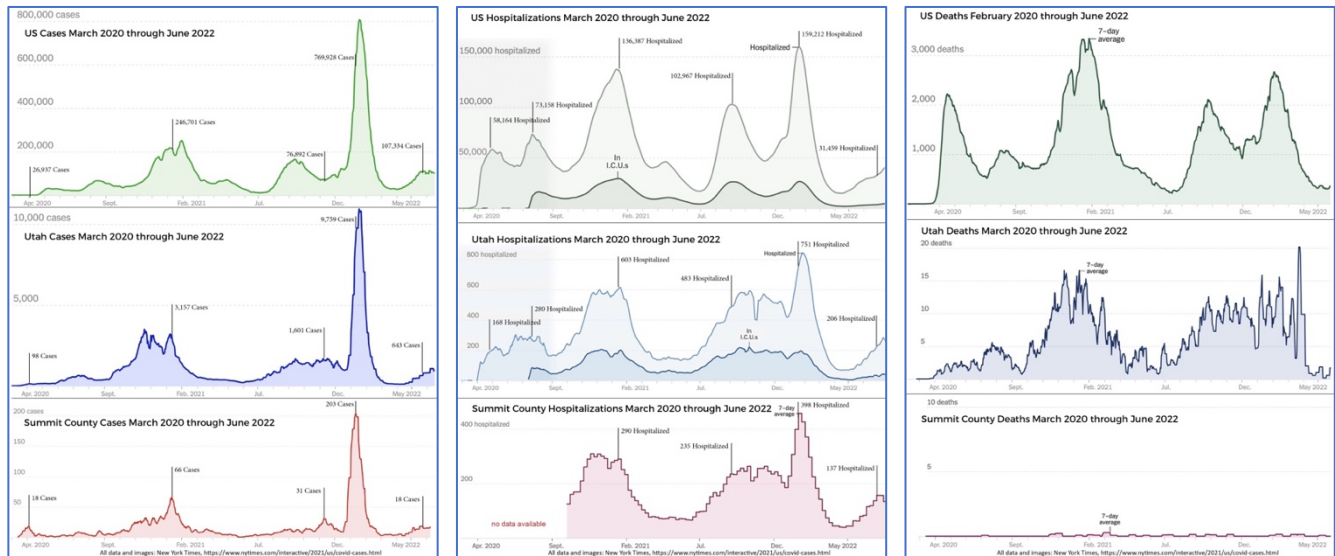
### Summit County COVID-19 Statistics

COVID-19 Infection Data, Summit County		COVID-19 Vaccination Rates, Summit County	
Total Population	42,647	Total Summit County Vaccination Rate (5yrs +)	90%
COVID-19 Cases	14,158	Senior 65+ (demand exceeds estimated population)	107%
COVID-19 Hospitalizations	332	Adults 18-64	94%
COVID-19 Hospitalization, ICU	50	Adolescents 12-17	81%
COVID-19 Deaths	26	Children 5-11	47%

- Pediatric <5 data incomplete for this time-period.

Table 1: Summit County COVID-19 Vaccination Rates

## COVID-19 Date Comparisons, January 2020 through May 2022



**Case rate spikes were flatter and of shorter duration.**

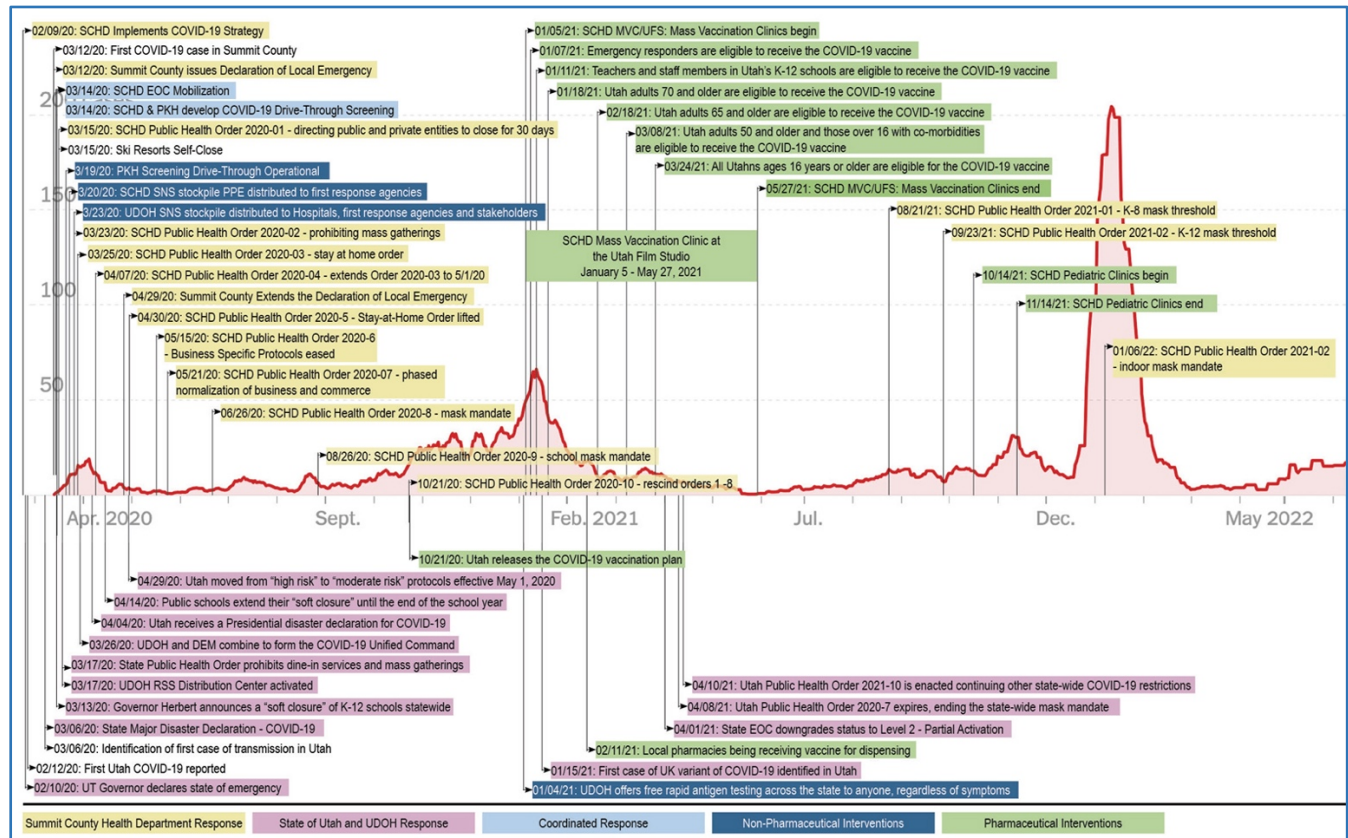


**COVID-19 related hospitalizations pushed local capacity.**



**COVID-19 related fatality rates were very low.**

## COVID-19 Response Timeline and Summit County Case Counts



# SCHD COVID-19 Response Analysis

The report and findings are framed around the public health emergency response national standards defined by the [Centers for Disease Control and Prevention \(CDC\) Public Health Emergency Preparedness and Response Capabilities \(CDC, 2019\)](#) and summarized in Table 2 below.

Domain	Capability
1. Community Resilience	<ul style="list-style-type: none"> <li>Community Preparedness</li> <li>Community Recovery</li> </ul>
2. Incident Management	<ul style="list-style-type: none"> <li>Emergency Operations Coordination</li> </ul>
3. Information Management	<ul style="list-style-type: none"> <li>Emergency Public Information and Warning</li> <li>Information Sharing</li> </ul>
4. Countermeasures and Mitigation	<ul style="list-style-type: none"> <li>Medical Countermeasure Dispensing and Administration</li> <li>Medical Materiel Management and Distribution</li> <li>Nonpharmaceutical Interventions</li> <li>Responder Safety and Health</li> </ul>
5. Surge Management	<ul style="list-style-type: none"> <li>Fatality Management</li> <li>Mass Care</li> <li>Medical Surge</li> <li>Volunteer Management</li> </ul>
6. Biosurveillance	<ul style="list-style-type: none"> <li>Public Health Laboratory Testing</li> <li>Public Health Surveillance and Epidemiological Investigation</li> </ul>

**Table 2: CDC Public Health Emergency Preparedness and Response Capabilities: National Standards for State, Local, Tribal and Territorial Public Health (CDC, 2019)**

## Domain 1: Community Resilience

Community resilience is the ability of a community to use its assets to strengthen public health and healthcare systems, and to improve the community's physical, behavioral, and social health to withstand, adapt to, and recover from adversity ([ASPR, 2022; CDC, 2019](#)).

Domain 1: Community Resilience	Key Observations
<b>Capability 1: Community Preparedness</b> <i>Community preparedness is the ability of communities to prepare for, withstand, and recover from public health incidents in both the short and long term.</i>	<ul style="list-style-type: none"> <li><a href="#">Public Health Emergency Preparedness (PHEP)</a> Public Health Emergency Manager on staff.</li> <li>Public health emergency response plans in place but outdated.</li> <li>Jurisdictional Risk Assessment completed.</li> <li>Recommend increased community integration.</li> <li>Clinical Emergency Response: Professionalism, standards of care, and organization rated very high.</li> <li>Update <a href="#">Medical Reserve Corps (MRC)</a> plans, training, exercises, and recruitment.</li> <li>Recommend MRC and volunteer management plans and technology support systems.</li> </ul>

<p><b>Capability 2: Community Recovery</b>  <i>Community recovery is the ability of communities to identify critical assets, facilities, and other services within public health, emergency management, health care, human services, mental/behavioral health, and environmental health sectors that can guide and prioritize recovery operations (CDC, 2019).</i></p>	<ul style="list-style-type: none"> <li>• Develop and communicate response strategies, objectives, and actions.</li> <li>• Leverage community assets, programs, and resources.</li> <li>• Develop school public health emergency response plans and policies.</li> <li>• Ensure health equity measures are incorporated.</li> <li>• Continue to build and strengthen <a href="#">Community Partners and Stakeholder Relationships and services</a>.</li> <li>• Integrate community organizations in emergency preparedness planning and communication.</li> <li>• Develop Environmental Health emergency response plans and policies. Review and develop community recovery funding and assistance programs such as grants, services, assistance, and subsidies.</li> </ul>
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## Domain 2: Incident Management

An incident command structure is critical to organize the response within a healthcare facility, agency, or across disciplines to assure common structures, terminology, communications, development of objectives, and management of information and resources ([ASPR, 2022](#); [CDC, 2019](#)).

Domain 2: Incident Management	Key Observations
<p><b>Capability 3: Emergency Operations Coordination</b>  <i>Emergency operations coordination is the ability to coordinate and support an incident by implementing a standardized, scalable system of oversight, organization, and supervision.</i></p>	<ul style="list-style-type: none"> <li>• Emergency Response Activation: SCHD adopted <a href="#">National Incident Management System/Incident Command System (NIMS/ICS)</a>, Health Director appointed Incident Commander (IC).</li> <li>• <a href="#">Emergency Operations Center (EOC)</a> early activation (information gathering, stakeholder integration, community support).</li> <li>• EOC confusion at transition to on-scene Mass Vaccination Clinic (MVC) operations; recommend review of EOC role, boundaries, and communication processes.</li> <li>• Policy Group effective and supportive; critical to Health Orders and legal issues, major decision making, vertical communication, and budget management.</li> <li>• Review and update EOC planning and integration: plans, staffing, roles, training, and exercises.</li> <li>• Staff limitations required reassignments, temporary, and volunteer (MRC) staff – rapid recruiting and hiring process required as well as training and exercises.</li> <li>• Review <a href="#">Emergency Support Function# 8 (ESF8): Health and Medical Services Annex of the National Response Plan</a> to validate SCHD roles and responsibilities.</li> <li>• NIMS/ICS and EOC training helpful, however, additional, micro-learning is recommended.</li> <li>• Recommend development of rapid purchasing and hiring policy and processes recommended.</li> <li>• Summit County Personnel Department support lacking; recommend future participation, especially for volunteer management.</li> <li>• Recommend update Mutual Aid Agreements with partners, facilities, and community organizations.</li> </ul>



## Domain 3: Information Management

Information management involves the gathering and dissemination of timely information and data that is pertinent to the unfolding and ongoing emergency ([CDC, 2019](#)).

Domain 3: Information Management	Key Observations
<b>Capability 4: Emergency Public Information and Warning</b> <i>Emergency public information and warning is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management personnel</i>	<ul style="list-style-type: none"> <li>Public information strategy: transparent, immediate, and accurate public information.</li> <li>Public information, alerts, warnings, social-media, and communications campaigns effective.</li> <li>Community organizations and stakeholders critical to building communication strategies, programs, and public trust.</li> <li>Strengthen communication paths with vulnerable populations recommended.</li> <li>Joint Information Center (JIC) operations in place.</li> <li>Call-Center critical to public assistance.</li> <li>Community participation critical to communication.</li> </ul>
<b>Capability 6: Information Sharing</b> <i>Information sharing is the ability to conduct multijurisdictional and multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, tribal, and territorial levels of government and the private sector.</i>	<ul style="list-style-type: none"> <li>Common operations picture developed through NIMS/ICS.</li> <li>Incident statistics and analysis alignment recommended.</li> <li>Partners and stakeholders included through EOC and response programs.</li> <li>Strengthen partner information flow, process, and tools.</li> <li>Information systems training for staff to assure redundancy.</li> </ul>

## Domain 4: Countermeasures and Mitigation

Countermeasures and mitigation involves the dispensing and administration of pharmaceutical and non-pharmaceutical countermeasures to prevent, mitigate, or treat the adverse health effects of a public health incident.

This capability focuses on dispensing and administering medical countermeasures, such as vaccines, devices, antiviral drugs, antibiotics, and antitoxins, as well as non-pharmaceutical programs, such as public information, community outreach, and personal protective equipment (PPE) distribution ([TN Dept of Health; CDC, 2019](#)).

Domain 4 – Countermeasures & Mitigation	Key Observations
<b>Capability 8: Medical Countermeasure Dispensing and Administration</b> <i>Medical countermeasure dispensing and administration is the ability to provide medical countermeasures to targeted populations to prevent, mitigate, or treat the adverse health effects of a public health incident.</i>	<ul style="list-style-type: none"> <li><a href="#">Cities Readiness Initiative (CRI)</a> and <a href="#">Points of Dispensing Site (PODS)</a> plans in place but outdated. Effective implementation, nonetheless.</li> <li>Contract tracing and case management required many temporary staff and response partner support. Challenging task overall.</li> <li>Mass Vaccination Clinic Campaigns: <a href="#">closed</a>, <a href="#">community-wide mass vaccination</a>, targeted, specialty, mobile, business, adolescent, pediatric, and partner clinics.</li> <li>Vaccine-scarcity necessitated multiple MCM and PODS plan changes.</li> <li>Governor's priority system challenging but achievable.</li> </ul>

	<ul style="list-style-type: none"> <li>Regional Mass Vaccination Clinic at Utah Film Studio was highly successful.</li> <li>MRC community volunteers were highly effective and supportive.</li> <li><a href="#">Vaccine Administration Management System (VAMS)</a> used for vaccination registration. Effective but sometimes challenging.</li> <li>Call center critical to public assistance, especially aging populations. Call center support of registration process was imperative. Increasing call volumes required expansion to on-line, call center provider.</li> </ul>
<b>Capability 9: Medical Materiel Management and Distribution</b> <i>Medical materiel management and distribution is the ability to acquire, manage, transport, and track medical materiel during a public health incident or event and the ability to recover and account for unused medical materiel, such as pharmaceuticals, vaccines, gloves, masks, ventilators, or medical equipment after an incident.</i>	<ul style="list-style-type: none"> <li><a href="#">Cities Readiness Initiative (CRI)</a>, <a href="#">Strategic National Stockpile (SNS)</a>, and <a href="#">Points of Dispensing Site (PODS)</a> plans in place but outdated. Effective implementation, nonetheless.</li> <li>Personal protective equipment (PPE) distribution to response partners, community organizations, businesses, and public – free of charge (1.3 million items received, 60% distributed).</li> <li>Community organizations and governments assisted with PPE distribution.</li> <li>PPE inventory and distribution technology solution recommended.</li> <li>Jurisdictional PPE needs assessment recommended.</li> </ul>
<b>Capability 11: Non-Pharmaceutical Interventions</b> <i>Non-pharmaceutical interventions are actions that individuals and communities can take to help slow the spread of illness or reduce the adverse impact of public health emergencies.</i>	<ul style="list-style-type: none"> <li><a href="#">Cities Readiness Initiative (CRI)</a>, <a href="#">Strategic National Stockpile (SNS)</a>, and <a href="#">Points of Dispensing Site (PODS)</a> plans in place but outdated. Effective implementation, nonetheless.</li> <li>Call center critical to public assistance.</li> <li>Quarantine and isolation facilities effective, though initially unprepared. Relationship with property owners facilitated by Chamber of Commerce. Meals and healthcare were issues. Legal and law enforcement quarantine order support required.</li> <li>Declaration of Emergency for state/federal support – early adoption critical.</li> <li>Proactive Health Orders issued to reduce virus spread in community: social-distancing, face coverings, business restrictions, stay-at-home, mass gathering restrictions, and Environmental Health requirements. Significant legal, communication, enforcement, economic, and community impact.</li> <li>Stakeholder participation in crafting orders, plans, appeals, and enforcement critical.</li> <li>Recommend policy development, planning, training, and exercises with schools.</li> <li>Community assistance, support, and subsidies through government and community programs critical. Additional planning and preparedness required.</li> </ul>
<b>Capability 14: Responder Health and Safety</b> <i>Responder health and safety is the ability to protect public health and other emergency responders during pre-deployment, deployment, and post-deployment.</i>	<ul style="list-style-type: none"> <li>Update <a href="#">Closed Points of Dispensing Site (PODS)</a>.</li> <li>Closed PODS opened at SCHD. Effective implementation.</li> <li>Responder contacts and priority groups to be updated – Personnel Department priority list did not align with state-issued guidance. Technology solution recommended.</li> </ul>

## Domain 5: Surge Management

Medical surge is the ability to expand care capabilities and to provide medical evaluation and care to the injured or ill during events, natural or man-made, that cause health care facilities to exceed the limits of their normal medical capacity capabilities in response to a great increase in demand ([TN Dept of Health; CDC, 2019](#)).

Domain 5: Surge Management	Key Observations
<b>Capability 5: Fatality Management</b> <i>Fatality management is the ability to coordinate with partner organizations and agencies to provide fatality management services.</i>	<ul style="list-style-type: none"> <li>Managed by Summit County Sheriff's Office under <a href="#">Emergency Support Function# 8 (ESF8): the Health and Medical Services Annex of the National Response Plan</a>.</li> <li>Fatality management plans were discussed, but not necessary; issues included: mass fatality cold storage, morgues, funeral homes, refrigerated trucks, ice rinks (<i>rejected</i>), resources, and security (secure and shielded from public view).</li> </ul>
<b>Capability 7: Mass Care</b> <i>Mass care is the ability of public health agencies to coordinate with and support partner agencies to address, within a congregate location (excluding shelter-in-place locations), the public health, health care, mental/behavioral health, and human services needs of those impacted by an incident.</i>	<ul style="list-style-type: none"> <li>SCHD acted as lead agency for COVID-19 response efforts in Summit County as directed by Federal, State and local statutes (<i>Appendix 5: Public Health Legal Authorities</i>) and under guidance by the <a href="#">CDC Public Health Emergency Preparedness and Response Capabilities: National Standards for State, Local, Tribal, and Territorial Public Health</a> and <a href="#">Emergency Support Function (ESF) #8: Public Health and Medical Services</a>.</li> <li>Mental and behavioral health services remained active during the pandemic as programs and partnerships were leveraged to meet significantly increasing demand.</li> <li>Recommend response partner planning and exercises related to ESF8 and other mass-care incidents.</li> <li>Update Mutual Aid Agreements with partners, facilities, and community organizations recommended.</li> </ul>
<b>Capability 10: Medical Surge</b> <i>Medical surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community</i>	<ul style="list-style-type: none"> <li>SCHD and Park City Hospital (PKH) worked closely to monitor surge indicators such as case counts, infection rates and ED/ICU capacities though SCHD and PKH did not have a formal agreement in place for surge response.</li> <li>Recommend developing Medical Surge plans, training, and exercises in partnership with PKH and other response partners.</li> <li>The Regional Emergency Response Coalition (SST) Surge Management Plan was drafted, but not officially adopted to the SCHD Public Health Emergency Response Plan.</li> <li>Update Mutual Aid Agreements with partners, facilities, and community organizations recommended.</li> </ul>
<b>Capability 15: Volunteer Management</b> <i>Volunteer management is the ability to coordinate with emergency management and partner agencies to identify, recruit, register, verify, train, and engage volunteers.</i>	<ul style="list-style-type: none"> <li><a href="#">Medical Reserve Corps (MRC)</a> was highly effective during all phases of response successful (<a href="#">volunteers: 500+, 15k hours, \$450k</a>).</li> <li>MRC and volunteer management transferred from People's Health Clinic to SCHD to support expanded SCHD Mass Vaccination Clinic operations.</li> <li>Summit County Treasurers Office support of MRC volunteer program instrumental to success.</li> <li>MRC Deployment/Operations Plans in draft; priority development recommended.</li> </ul>



	<ul style="list-style-type: none"> <li>• MRC Volunteer Management Plan development; priority development recommended.</li> <li>• MRC volunteer recruitment, management, and training program using cloud-based, technology solution recommended.</li> <li>• Volunteer agreement, liability waiver, and county policy; priority development recommended.</li> <li>• MRC equipment and supplies stock and readiness.</li> <li>• MRC regional, <a href="#">State MRC</a>, <a href="#">Utah Responds State Registry of Volunteers</a> and <a href="#">national MRC</a> coordination recommended.</li> </ul>
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## Domain 6: Biosurveillance

Biosurveillance primarily focuses on developing effective surveillance, prevention, and operational capabilities for detecting and countering biological threats ([DHS, 2022](#); [CDC, 2019](#)).

Domain 6: Biosurveillance	Key Observations
<b>Capability 12: Public Health Laboratory Testing</b> <i>Public health laboratory testing is the ability to implement and perform methods to detect, characterize, and confirm public health threats.</i>	<ul style="list-style-type: none"> <li>• SCHD Clinical Staff conducted COVID-19 antigen sample collecting and rapid test results only. Results were typically provided within 24 hours.</li> <li>• Polymerase Chain Reaction (PCR) testing was provided locally at PKH and through third-party organizations such as NOMI Health Curative. Samples were provided to contracted laboratories for testing and results reporting within one to three days.</li> <li>• Recommend response partner testing program alignment.</li> </ul>
<b>Capability 13: Public Health Surveillance and Epidemiological Investigation</b> <i>Public health surveillance and epidemiological investigation is the ability to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological investigation processes.</i>	<ul style="list-style-type: none"> <li>• Contact Tracing and Case Investigation: SCHD Clinical Staff provided case investigation and contact tracing during the pandemic. As volumes grew, staff reassignments and temporary staff were required to assist with contact tracing and case investigation activities.</li> <li>• Epidemiological Investigation: Once COVID-19 funding became available, Summit County hired an epidemiologist. The epidemiologist provided data tracking, analysis, and forecasting to support clinical staff, public communications, mass vaccinations, and to inform planning and policy decisions.</li> <li>• Recommend planning, training, and exercises to include public health surveillance and epidemiological investigation.</li> <li>• Recommend standardized data collection, analysis, and reporting for response partners and community consumption.</li> </ul>

## Improvement Plan

Moving forward, SCHD will incorporate these findings to develop emergency response and preparedness strategies, policies, plans, training, exercises, and community integration and participation opportunities. Improvement planning will take place over time, prioritized by need, threats, and community risk. Community needs, demographics, and awareness will help define the evolving, flexible process of community preparedness. Summit County has identified several critical actions necessary to meet CDC and local health capabilities requirements, as well as improved community resilience and collaboration.

SCHD COVID-19 AAR Improvement Plan Recommendations and Critical Actions	
<b>Public Health Emergency Response (PHEP)</b>	<ul style="list-style-type: none"> <li>• CDC Public Health Preparedness and Response Capabilities</li> <li>• NACCHO Project Public Health Ready (PPHR)</li> <li>• Jurisdictional Risk Assessment</li> </ul>
<b>Medical Reserve Corps (MRC)</b>	<ul style="list-style-type: none"> <li>• ASPR Medical Reserve Corps Deployment Guide and MRC Connect</li> <li>• MRC Volunteer Management Plan and System</li> </ul>
<b>SCHD Clinical Staff</b>	<ul style="list-style-type: none"> <li>• Medical Surge planning and Memorandums of Understanding (MOU)</li> <li>• PHEP planning, training, and exercises</li> <li>• School District planning (school nurses)</li> <li>• Long-term care and home-bound program development</li> </ul>
<b>Summit County Health Department</b>	<ul style="list-style-type: none"> <li>• PHEP planning, training, and exercises</li> <li>• NIMS and ICS training and exercises</li> <li>• Cross-over and redundancy training</li> <li>• Update Memorandums of Understanding (MOU)</li> <li>• Communication and outreach</li> </ul>
<b>Summit County</b>	<ul style="list-style-type: none"> <li>• NIMS and ICS training and exercises</li> <li>• Cross-over and redundancy training</li> <li>• Update Memorandums of Understanding (MOU)</li> <li>• Call-Center planning and exercises</li> </ul>
<b>Response Partners</b>	<ul style="list-style-type: none"> <li>• Local governments, first response agencies, and medical providers integration, communication, and response planning</li> <li>• PHEP planning, training, and exercises</li> </ul>
<b>Community Preparedness</b>	<ul style="list-style-type: none"> <li>• School District integration, planning, and communication (Administration)</li> <li>• Community Public Health Emergency Preparedness</li> <li>• Business Community planning and integration</li> <li>• Community Support Programs development and planning</li> </ul>

Utilizing the [CDC Capabilities](#) as the foundation, and incorporating other emergency preparedness tools and resources, programs such as plan development, training, and exercises can be developed to address gaps, improve organizational capabilities, and build stronger, more effective response programs. These same guides can be used to align and integrate external organizations such as response partners, the Medical Reserve Corps, community organizations, and individuals, offering a whole-community approach to public health preparedness, response, and recovery.

Improvement Plan Tools and Resources	Description
<a href="#">CDC Public Health Preparedness and Response Capabilities</a>	Public health emergency response guidance. Compliance required as part of PHEP program.
<a href="#">NACCHO Project Public Health Ready (PPHR)</a>	Criteria-based training and recognition program that assesses local health department capacity and capability to plan for, respond to, and recover from public health emergencies.
<a href="#">ASPR Medical Reserve Corps Deployment Guide &amp; MRC Connect</a>	MRC deployment planning and on-line MRC cooperation tool.
<a href="#">Utah Office of Emergency Medical Services and Preparedness</a>	State department for public health emergency planning and PHEP Cooperative Agreement Grant.
<a href="#">ASPR Public Health Preparedness &amp; Response</a>	Administration for Strategic Preparedness and Response guidance and reference.
<a href="#">USHHS</a> , <a href="#">FEMA</a> , <a href="#">CDC</a> , <a href="#">UHHS</a> , <a href="#">NACCHO ASPR</a> , <a href="#">APHA</a> , <a href="#">APHN</a> , <a href="#">IAEM</a>	Organizations and associations related to emergency preparedness planning, guidance, training, and certifications.
<a href="#">FEMA Independent Study</a> , <a href="#">Utrain</a> , <a href="#">ICDP</a>	Training resources related to emergency preparedness.

## **Council Agenda Item Report**

Meeting Date: November 17, 2022

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section: CONSIDERATION OF MINUTES

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### **Subject:**

Consideration to Approve the City Council Meeting Minutes from October 27, 2022

### **Suggested Action:**

### **Attachments:**

[October 27, 2022 Minutes](#)



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

**October 27, 2022**

The Council of Park City, Summit County, Utah, met in open meeting on October 27, 2022, at 4:15 p.m. in the City Council Chambers.

Council Member Gerber moved to close the meeting to discuss property, personnel, and advice of counsel at 4:15 p.m. Council Member Doilney seconded the motion.

**RESULT: APPROVED**

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

**CLOSED SESSION**

Council Member Doilney moved to adjourn from Closed Meeting at 5:05 p.m. Council Member Rubell seconded the motion.

**RESULT: APPROVED**

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

**PARK CITY HOUSING AUTHORITY MEETING**

**I) ROLL CALL**

Attendee Name	Status
Chair Nann Worel Board Member Ryan Dickey Board Member Max Doilney Board Member Becca Gerber Board Member Jeremy Rubell Board Member Tana Toly Matt Dias, Executive Director Margaret Plane, City Attorney Michelle Kellogg, Secretary	<b>Present</b>
None	<b>Absent</b>

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

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

### III. OLD BUSINESS

#### **1. Consideration to Approve Modifications to the Restrictive Covenant Protecting the Affordability and Sustainability of Units EMP-A and EMP-B at Argent at Empire Pass Condominiums, 7677 Village Way:**

Browne Sebright, Housing Program Manager, reviewed the language in the deed restriction was different than other versions. He recommended correcting the language and defining the qualifications based on unit size and occupancy to allow this to be employee housing. He reviewed the discussion from the last meeting and noted the current area median income (AMI) of 45% eliminated all Deer Valley employees. He displayed two tables that showed AMI maximums for a single person or a two-person household with a respective AMI maximum of 100% or 150%. The second tier would allow employees within the school district and had a maximum AMI of 80%. Sebright requested that Council approve the corrected CCRs shown as Exhibit B in the packet and approve the updated definition of "Qualified Renter."

Board Member Rubell stated the flow down prioritized the Deer Valley employee, but there was also an AMI decrease. He asked if the rent was set to the lower AMI if there weren't Deer Valley employees who wanted these units. Sebright indicated the rent would not change, so a renter would need to meet the eligibility requirements. Council Member Rubell asked if the City wanted to allow an employee who earned more to be able to rent the unit at a lower rate. Glidden stated the proposal tonight would not change the rent rate, but rather to open up the qualifications. Council Member Rubell asked what the rent was, to which Fiveash indicated the one-bedroom was \$1,063 per month and the studio was \$988 per month. Glidden stated it was set at the 45% AMI.

Board Member Toly asked if Deer Valley would pay the HOA dues. Fiveash stated the renter would pay 25% of the HOA dues and owner would subsize the rest. Council Member Toly read the language in the CCRs and stated "self-employed" was a broad term. She requested that it be more defined. It was noted the units might not get to that third tier. Glidden stated this was a good definition based on prior resolutions, but it could be looked at.

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

Board Member Doilney moved to approve modifications to the restrictive covenant protecting the affordability and sustainability of Units EMP-A and EMP-B at Argent at Empire Pass Condominiums, 7677 Village Way. Board Member Toly seconded the motion.

Board Member Rubell proposed an amendment to update Section 2.3 of the restrictive covenant to make sure the language was reflective of the staff report and presentation slides with the different AMIs and levels and inclusive of HOA dues. Margaret Plane, City Attorney, stated the staff report language was in the restrictive covenant and so it didn't qualify as an amendment to the motion. Board Member Rubell clarified that he wanted the language to note that the rent was inclusive of utilities, HOA fees, etc. so the unit would be affordable. Fiveash stated the language was in there. Board Member Rubell withdrew his proposal.

**RESULT: APPROVED**

**AYES:** Board Members Dickey, Doilney, Gerber, Rubell, and Toly

**IV. ADJOURNMENT**

**PARK CITY COUNCIL WORK SESSION**

**Winter Transit to Trails Update:**

Heinrich Deters, Trails and Open Space Manager, and Wendy Fisher, Executive Director of Utah Open Lands (UOL), presented this item. Deters reviewed webcams were put up at Bloods Lake, Bonanza Flat and Mid Mountain so people could see the trailheads before going to enjoy the area. Transit to Trails had a budget of \$58,000, which was funded by grants from the Central Wasatch Commission and UOL. At the beginning of the season, the shuttle also went up on Thursday and Friday evenings. In 2021, 949 riders used the shuttles and in 2022, 2,453 riders used the shuttles, for a 158% increase. He noted there were four rangers who helped enforce parking at the trailhead. Data gathered from cell phone users showed there were a lot of people from the Salt Lake City areas who came up to enjoy the area. Forty eight percent of visitors came up for a scenic drive.

Council Member Toly asked if more signage was needed in areas where vehicles received citations. Deters stated parking alongside the road was prohibited and parking was only allowed at the trailheads. He thought it was pretty clear for drivers to see that.

Fisher reviewed the restoration efforts around Blood's Lake. Volunteers came up to help and many left positive comments about their experiences. The first restoration was completed, and visitors respected that area. Deters felt the work put into Bonanza Flat had been successful. Council Member Toly asked what UOL was trying to gain from the Bonanza Flat survey. Fisher didn't know about the general survey but discussed the volunteer survey.

Deters stated it was more difficult to get to Bonanza Flat in the winter and indicated staff reached out to the Twisted Branch Subdivision to request that the shuttle use their access to reach Bonanza Flat, and they allowed access from November 15 to

December 15. The shuttle would still work on a reservation basis to take people up there and the schedule could change depending on the weather. Mountain Trails would provide the trail grooming and the Empire Pass restroom would be open. Fisher indicated they were trying to open trails and work on regeneration. There was also education on staying on the trails.

Council Member Gerber asked how long the loop was, to which Deters stated there was seven to 10 kilometers of skiing there. Council Member Toly asked what would happen if people were up there in a storm, to which Deters stated they would get everyone down. Council Member Rubell thanked Empire Pass HOA for allowing access and thought this was a great recreation addition for the community. Council Member Doilney agreed and liked the timelines for the usage. Council Member Toly asked if people could hike or snowshoe there, to which Deters affirmed.

## 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 stated some of the Council members attended the Colorado Association of Ski Towns (CAST) meeting and heard what other cities were doing. Council Member Toly reviewed upcoming events in the City. Council Member Doilney noted the passing of Blair Fullmer and stated he had a big impact on the community.

#### Staff Communications Reports:

##### 1. 2022 Semi-Annual Council Strategic Planning Retreat Summary:



Council Member Rubell asked if there was a meeting date set to discuss the request to identify areas of LMC that allow case-by-case determinations. Dias stated he would have a date certain by the next meeting.

**2. Community Engagement Quarterly Update:**

**3. Deed Restriction Template for the Live Local Park City Lite Deed Restriction Program:**

**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. Written comments are attached to the end of the minutes. Mayor Worel closed the public input portion of the meeting.

**IV. CONSIDERATION OF MINUTES**

**1. Consideration to Approve the City Council Meeting Minutes from September 27, 2022:**

Council Member Doilney moved to approve the City Council meeting minutes from September 27, 2022. Council Member Gerber seconded the motion.

**RESULT: APPROVED**

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

**V. CONSENT AGENDA**

**1. Request to Approve Resolution 20-2022, a Resolution Declaring November 1, 2022, as "Extra Mile Day" in Park City, Utah:**

**2. Request to Approve a Three-Year Professional Services Agreement for Special Event and Peak Day Transportation and Personnel Services Management, with Kane LLC, Not to Exceed \$358,032 Annually, in a Form Approved by the City Attorney:**

**3. Request to Approve a Settlement Agreement in a Form Approved by the City Attorney's Office with Kenneth and Sandra Flores in the Amount of \$100,000 Regarding Claims Arising Out of Construction at 955 Saddle View Way, Park City:**

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

**VI. OLD BUSINESS**

**1. Park City Kimball Art Festival Debrief and Agreement Next Steps:**

Jenny Diersen, Special Events Manager, and Aldy Milliken and Hilary Gilson, Kimball Art Center (KAC), presented this item. Diersen reviewed the history of events and the current priorities of Council to find a balance and reduce the impact of events as well as not subsidize events. She noted even though events had agreements with the City, they still needed the Council's approval to have future events.

Gilson thanked Council and staff for their support with the festival. She reported there were 29,000 attendees at this year's event, and 57% were not residents. She stated 19% of the artists at the festival were from Utah. Milliken reviewed the economic impact to the City from this event and stated there was a \$23 million total impact, and \$442,363,58 in tax revenue. Gilson indicated there were education stations throughout Main Street for children and adults. All revenues from the festival went to education programs at KAC. Milliken stated this was a revenue generating event. He thought the Council's vote would show that they supported art.

Diersen stated her team worked on a survey and outreach. The survey was released in September and an open house was scheduled. Approximately 564 people responded to the survey and 75% agreed with the hours, days, and weekend of the event. Comments were given with suggestions on how to improve the festival. She noted KAC requested to keep the event status quo for next year. She recommended a status quo one-year extension and suggested working with the Council liaisons on an economic and financial analysis, and then returning in the spring to discuss a future long-term agreement. She could return to a future meeting to have Council approve a one-year extension.

Council Member Rubell asked where the economic impact numbers came from, to which Gilson stated it came from Lighthouse Development, who broke down demographics and got the tax revenue data. Council Member Rubell clarified the third party asked people how much they spent at the festival and then estimated the total. He thought the numbers were assumptions. Gilson stated the Tax Commission came to close out the festival with the food vendors and artists and explained the \$1.9 million reported to the Tax Commission was part of the total impact of \$23 million. Council Member Rubell asked what percentage of the \$1.9 million the City received, to which Diersen stated 2.3% of that. Council Member Rubell estimated \$50,000 was direct City revenue and then the rest was indirect impact.

1 Council Member Toly asked how many artists applied to be in the festival to which  
2 Gilson stated 1,000. Council Member Toly asked how many local artists applied. Gilson  
3 didn't know the local applicant number, but stated when any artist from the Wasatch  
4 Back applied, they were tagged. Based on juror scores, invitations were given to  
5 participate in the festival. The local artists not selected were reviewed again and 15  
6 were chosen to be part of the festival. The local artists had ribbons at their booths to  
7 distinguish them, and flags at the booths were being considered for next year. Council  
8 Member Toly asked if an artist's price for their merchandise was a consideration in the  
9 jury selection, to which Gilson affirmed. She thought there was a lot that could be done  
10 to educate the artists like how to arrange their displays. Council Member Toly noted  
11 6,385 Summit County residents registered to come to the festival on Friday night, and  
12 asked how many actually came. Gilson did not know the actual number. Council  
13 Member Toly stated Friday was the slowest night.

14  
15 Council Member Rubell asked if there was information on historical fee waivers. Diersen  
16 stated the waiver maximum had been set at \$180,000 since 2019. The actual fees  
17 waived were \$152,552 in 2019, \$149,095 in 2021, and \$81,270 in 2022. This year, the  
18 fees were lower because of reduced transit staffing.

19  
20 Council Member Gerber asked if the contract should be a longer term contract. Diersen  
21 stated staff and KAC met with the liaisons, and they thought the fees were volatile.  
22 Council Member Gerber stated it was a 50-year-old event in the community and she  
23 thought it would make sense to have a longer contract and then have a supplemental  
24 plan as well.

25  
26 Mayor Worel opened the item for public input.

27  
28 Shelley Gillwald with Park City Soccer Club supported the Arts Festival, but noted the  
29 2026 festival would conflict with the Extreme Soccer Tournament. She reviewed the  
30 history of her tournament and that it used to be the same weekend as Arts Fest. She got  
31 the tournament rescheduled some years ago so there wouldn't be a conflict, but now  
32 there would be a calendar conflict in 2026. She had a concern that if there was a long-  
33 term contract, they would move into that spot and the Extreme Cup would not be  
34 allowed.

35  
36 Mitch Bedke, President of Park City Artists Association, stated the festival was vital. It  
37 allowed the Park City artists to compete with international artists.

38  
39 Bill Humbert supported having a long-term agreement for the festival so Council  
40 wouldn't have to go through the same process next year.

41  
42 Karen Kendall was a local artist who participated in the Arts Festival. The festival was  
43 one of the premier events in the City and gave the local artists an opportunity to  
44 participate in a large scale festival. She supported a long-term contract.

1 Kelly Gallagher eComment: "I'd like to take the opportunity to submit this letter to you,  
2 expressing my support for both the Kimball Arts Festival and the Park City Sunday Silly  
3 Market. Both events allow local artists to showcase and sell their work; one of the very  
4 few venues available to local artists at all. I am writing because although I took both  
5 surveys, I do not live in zip code 84060, I live in 84098. I am concerned that my survey  
6 opinions will not count in your considerations, hence this letter. As a consumer I have  
7 shopped and purchased medium value and expensive items at the Kimball Art Center  
8 since moving here in 1993 and learning about the Festival. Likewise, I have shopped  
9 and purchased smaller items at the Silly Market since its inception, and it has been fun  
10 to see the growth over the years. Regarding the brick & mortar stores on Main Street  
11 who seem to be complaining about the festival/market, I do eat on Main Street during  
12 the Arts Festival, so yes I do bring additional revenue to those businesses. Otherwise I  
13 come to Main Street when I have a reason to shop there, or to attend shows at The  
14 Egyptian. If the Festival or Market were not on Main Street it would not encourage me  
15 to shop there any more than I do now. As an artist I have had the opportunity to  
16 show/sell my art through my association with the Park City Artists Association (PCAA)  
17 and our excellent relationship with the Silly Market, and in other PCAA or Summit  
18 County-sponsored shows. Having these types of outlets is critical to sustaining the Arts,  
19 and Park City does benefit from taxes paid for these sales that are made within your tax  
20 jurisdiction. As a teacher at the Kimball Art Center (I teach the welding class, folks make  
21 small art items in a 4-hour class), I know that exposure to many types of arts through  
22 shows and markets really helps drive the creative urge that most of us have. These 2  
23 events help people think that they want to, and can, learn new arts and enjoy the arts all  
24 the more. The exposure of the Kimball to visitors helps provide the incentive for folks to  
25 follow through, take a class and expand their lives. I strongly urge you to continue  
26 support of the 3-day Kimball Arts Festival and the 'nearly every Sunday' schedule for  
27 the Silly Market, in Park City on Main Street. I would go on about the importance of the  
28 Arts and Culture district, but that is another story for another day."

29  
30 Mayor Worel closed the public input.

31  
32 Council Member Dickey explained Council asked for a one-year contract and then a  
33 longer contract after that. One reason was to lower the fee waiver. The second part was  
34 to have a conversation about giving a fee waiver or supporting the arts. The economic  
35 impact was complicated. The objective was to figure out the fee waiver issue and then  
36 move forward from there.

37  
38 Council Member Rubell stated the economic impact was not based on real numbers. He  
39 thought it was about transparency with the community and felt the question with the fee  
40 waivers should be explored. He didn't want to give KAC \$180,000 when they only spent  
41 \$81,000 of that this year. He didn't have a problem supporting the festival, but it was  
42 about transparency.  
43

1 Council Member Toly asked Council Member Rubell if he was talking about not having  
2 the festival or just not subsidizing it. Council Member Rubell indicated the festival was  
3 good and he supported it as an event. Council didn't know if they were subsidizing the  
4 festival or investing in something that had an economic benefit to the City. There wasn't  
5 enough information to say the City was subsidizing the festival. He wanted to know the  
6 answer to that.

7  
8 Council Member Gerber indicated the City required some events to hire a third-party  
9 contractor. She had a hard time when they reported the numbers, and then some  
10 Council members didn't believe them and said they were assumptions. Council Member  
11 Rubell stated it depended on how the questions were asked, because participants could  
12 give a different answer.

13  
14 Council Member Doilney stated this company did this type of work, so if they didn't meet  
15 the bar, the Council needed to tell KAC. He wasn't hearing a solution. He asserted  
16 professionals in the field knew their job and the Council was questioning the results.  
17 Council Member Rubell stated there were multiple numbers about the impact, so he  
18 thought they needed to pause and determine what was the true economic impact to the  
19 City.

20  
21 Council Member Toly asked if Daenitz could pull out sales tax numbers for just the  
22 Historic District. Dias stated there were privacy issues so those numbers could not be  
23 broken down. Council Member Toly stated if economic benefit was a concern, then the  
24 economic benefit should be benefitting the Main Street businesses, since they were  
25 affected by street closures. She noted 67% of the Main Street businesses supported  
26 continuing the event. Council Member Gerber was fine with looking at the impact. This  
27 was a negotiation and a process, but surveys were distributed. It was fine to take a  
28 closer look for another year.

29  
30 Mayor Worel agreed there should be a long-term contract and asked if the decision  
31 could be delayed. Milliken stated the third party was an industry standard, but all could  
32 agree the festival had an economic impact. He looked forward to working with the City  
33 to come up with a formula. He felt sure they were providing an efficient Arts Fest. He  
34 was not sure he would ever know how much every person was spending.

35  
36 Council Member Doilney supported the KAC proposal. He was concerned when Council  
37 took events that were community identifiers and talked about economic factors only.  
38 Council Member Rubell thought the numbers could be more accurate, but he supported  
39 a one-year contract. It was a conversation about putting money in the right buckets, and  
40 if there was a subsidy, it should be defined that way. He asked for a commitment from  
41 KAC to be conscious of what they spent. All the Council members supported continuing  
42 the event with a one-year contract. They requested that Diersen come back for a long-  
43 term contract and with a timeline.

**2. Consideration to Approve Ordinance No. 2022-21, an Ordinance Amending the Land Management Code Sections 15-2.5-2 Historic Recreation Commercial, 15-2.6-2 Historic Commercial Business, 15-2.13-2 Residential Development, 15-2.14-2 Residential Development - Medium Density, 15-2.18 General Commercial, 15-2.16-2 Recreation Commercial, and 15-2.17-2, Regional Commercial Overlay to Allow "Dwelling Unit, Fractional Co-Ownership/Use," Enacting Section 15-4-23, "Dwelling Unit, Fractional Ownership/Use" and Amending Section 15-15-1 to Define "Dwelling Unit, Fractional Co-Ownership/Use":**

Makena Hawley and Spencer Cawley, Planning Department, presented this item. Hawley reviewed the previous presentations on the amendments and stated the current proposal was more comprehensive, including a specific definition, and the addition of condos and townhomes. She also explained the proposed permitting process and indicated staff recommended an administrative permit to allow an opportunity for public noticing and public input. The other option was an administrative approval letter, in which staff would have the authority to approve the permit after mailing public notices to adjacent property owners and confirming compliance to the code criteria.

Cawley stated there were additional clusters of primary residences within the General Commercial (GC), Residential Development (RD), and Residential Development Medium (RDM) Zoning Districts. He suggested that Council direct staff to continue the pending ordinance for an additional six months for these zones.

Council Member Dickey thought the fractional ordinance was conditional in the RD zones. Hawley stated those were still conditional but there was a footnote for those to say an administrative letter or approval. Council Member Dickey asked if RD would remain in the conditional category if Council directed staff to continue the pending ordinance. He thought it was confusing to have it as a conditional use if it was being studied. Hawley stated there would be a pending ordinance for these specific zones and they would be separated from this ordinance being considered today. If Council approved this ordinance with a permit or an administrative letter, it would be a conditional use. McGrath clarified there would be a pending ordinance with a hold on those zones for six months if Council asked for a continued study.

Council Member Gerber asked what would be studied. McGrath stated there were areas within the zones that had primary resident occupancy, so a study would focus on if the neighborhoods in question were appropriate for transient residences. Council Member Toly clarified each area would be considered by its own subdivision. Council Member Rubell stated the yellow on the map was a zone and the definition of the zone would help determine what the use should be in each area.

Mayor Worel opened the public hearing.

Joe Tesch represented some neighborhoods that weren't in the yellow area. He thought other areas needed protection as well. He requested lines 268-272 of the ordinance that



1 listed subdivisions where fractional ownerships were prohibited be amended to reflect  
2 the additions of Aerie 1 and 2.

3  
4 Vincent Novack, Friends for Responsible Development of Greater Park City and Vice  
5 President of his HOA, opposed the City allowing fractional ownership in any areas  
6 where timeshares were not allowed. The ordinance protected some areas with single-  
7 family homes and he thought it should not be limited to single-family homes. He thought  
8 neighborhoods that prohibited nightly rentals should be considered to prohibit fractional  
9 ownership. He didn't know how the requirement for property management to be  
10 available 24/7 and to respond in 20 minutes could be verified. He stated these  
11 companies were invading neighborhoods. He read data on how many people could  
12 sleep in fractional ownership homes and several were over 20 people per household.  
13 He supported the ordinance.

14  
15 John Spung via Zoom lived in Park Meadows and his neighbors were opposed to  
16 fractional ownership in their neighborhood. He agreed with the previous speaker.

17  
18 Chip Burrus, Fairway Meadows HOA, stated fractional ownership had a place but not in  
19 the neighborhoods. It commercialized neighborhoods and created issues. He stood with  
20 the other HOAs in opposing this. His HOA worked hard to include the prohibition of  
21 fractional ownership in his neighborhood and noted it was prohibited in the HOA CCRs.  
22 He commented 10 days of notice did not seem sufficient since people could be out of  
23 town that long. He suggested a 20 day notice requirement.

24  
25 Eric Moxham via Zoom, Friends for Responsible Development, indicated fractional  
26 ownership would drive up prices in town. As the most expensive homes increased in  
27 value, all homes would increase in value. His concern was with single-family homes.

28  
29 Sarah Filosa, Pacaso, stated she was disappointed to see how restrictive the ordinance  
30 was based on past conversations with staff and Council. She thought the ordinance  
31 limited people's ability to own homes in Park City. She had problems with the proposed  
32 zones and the six-month trial on the RD zones. She proposed a 10% fractional  
33 ownership home cap in the Historic District Zone. She also had concern with the  
34 administrative permit since the timeline was restrictive as they tried to buy properties.  
35 She stated the new definition displayed at the meeting was not the definition published  
36 in the packet. Pacaso did not want to litigate with the City, but there should be  
37 opportunity for others to own property in Park City.

38  
39 Ed Parigian via Zoom stated there was an affordability crisis in the City and this would  
40 be a new way to have rich people buy in town. He urged Council to be careful because  
41 it was hard to undo something that had been done.

42  
43 Bill Humbert cautioned Council to beware when people praised something and then  
44 used the word "but."

1 Ginny Schulman indicated the units were sold and financed by Pacaso. Death and  
2 divorce would happen and things could fall apart when eight owners had to agree on  
3 things.

4  
5 Mayor Worel closed the public hearing.

6  
7 Council Member Dickey liked the proposal and the management of fractional ownership  
8 by zone and thought that would be a consistent way to do it. He thought it made sense  
9 to step back and study the RD, RDM and GC zones because those zones had a variety  
10 of uses. The study was not a delay but a thorough way to assess the use in the zone.  
11 From an impact perspective, fractional ownership homes would be consistently resold  
12 as fractions. It was critical to think about the neighborhood impact. A home used by a  
13 family was very different than fractional ownership. He thought an administrative letter  
14 was sufficient. The City used public hearings to discover impacts that weren't  
15 considered. He thought fractional ownership impacts were known and they would  
16 always be the same. Council Member Toly agreed the administrative letter would be  
17 sufficient.

18  
19 Council Member Gerber stated Council Members Dickey and Rubell did a lot of work  
20 with staff. It was confusing but it was an important move for the community. It was  
21 important to study the yellow zones on the map and as they were studied, some areas  
22 would be green and some red. Nightly rentals changed the community and the City  
23 couldn't wait to see how fractional ownership changed the community. She supported  
24 having the administrative letter.

25  
26 Council Member Rubell indicated it would make sense not to allow the uses in the RD,  
27 RDM, and GC zones during the study in order to complete the study as soon as  
28 possible. He also favored using the administrative letter.

29  
30 Council Member Doilney agreed the administrative letter was appropriate and he  
31 supported evaluating the zones in question. He stated the transition from single-family  
32 homes to nightly rentals was hard on the community and he supported the ordinance.  
33 He noted changes could be made to it as needed.

34  
35 Council Member Toly asked if Council liaisons would still be involved in studying the  
36 zones for the next six months. McGrath stated they had ideas on how to start and once  
37 Council gave direction, a plan would be formulated. Council liaisons were anticipated to  
38 be part of the study.

39  
40 Mayor Worel asked if the administrative letter required a separate motion. Ward stated  
41 there was language for the motion. Hawley read the new definition.

42  
43 Council Member Rubell moved to approve Ordinance No. 2022-21, an ordinance  
44 amending the Land Management Code Sections 15-2.5-2 Historic Recreation



Commercial, 15-2.6-2 Historic Commercial Business, 15-2.13-2 Residential Development, 15-2.14-2 Residential Development - Medium Density, 15-2.18 General Commercial, 15-2.16-2 Recreation Commercial, and 15-2.17-2, Regional Commercial Overlay to Allow "Dwelling Unit, Fractional Co-Ownership/Use," Enacting Section 15-4-23, "Dwelling Unit, Fractional Ownership/Use" and amending Section 15-15-1 to define "Dwelling Unit, Fractional Co-Ownership/Use" with the amendment to require an administrative letter rather than an administrative permit as reflected on lines 83, 183, 297, 411, 509, 609, and 710 and further direct staff to study the RD, RDM, and GC Zones for uses, including fractional ownership, timeshares, and private residence clubs. During the study period, any of the named uses would be prohibited pending results of the study which should be completed as soon as possible and not to exceed six months, and amend lines 772-789 to update the Fractional Use definition. Council Member Gerber seconded the motion.

**RESULT: APPROVED**

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

**VII. NEW BUSINESS**

**1. Consideration to Approve the Memorandum of Understanding with the Park City Seniors Regarding the Potential Development of the Woodside Park Properties Owned by Park City Municipal Corporation:**

Jason Glidden, Housing Manager, reviewed the City worked diligently to proactively acquire properties in this area with the intent to provide senior housing. The Woodside Park Phase II project had some issues, one of which was the existing Senior Center. There was discussion on relocating the senior center and building a new facility for the seniors. The seniors resisted and it was not the right timing. They owned the building but had a 99-year land lease with the City. Recently a memorandum of understanding (MOU) was signed by the seniors, the City, and Summit County to define roles, and it was a step forward. His team met regularly with the seniors to find a common goal with regard to this affordable development. The goals for the project were to develop a mixed-income development that would create new affordable housing and new senior housing opportunities, and develop a new senior center. Glidden reviewed the terms agreed to in the MOU, some of which included that the City agreed to provide a new Senior Center on 1361 Woodside or on one of the adjacent City-owned parcels and the City and seniors would negotiate a new space lease that would address the seniors' exclusive use and control of a new space.

Council Member Rubell asked if the old lease accommodated the temporary location. Margaret Plane, City Attorney, stated it was a question that needed to be documented and agreed upon by both parties.

Council Member Gerber stated an MOU was entered with the Arts and Culture District and then circumstances changed. She wanted to make sure there were conversations

1 with seniors on guardrails and budget. Glidden indicated staff would work with seniors  
2 on design and budget and there would need to be a discussion with the Council on the  
3 budget. Council Member Gerber requested talking about a timeline and budget as well  
4 as projected attendance for the center.  
5

6 Mayor Worel thought a discussion was needed on what model to use in building the  
7 center and stated they could use a public/private partnership. Council Member Doilney  
8 thought it was wonderful to see an agreement had been reached. The agreement did  
9 not have a lot of detail and everyone who read it would expect something different. The  
10 sooner expectations were defined the better it would be for the project. He liked the  
11 MOU but noted the need for guardrails. Mayor Worel indicated earlier this year she met  
12 with the seniors to hammer out the process and saw a new level of excitement and  
13 cooperation between the City and the seniors.  
14

15 Mayor Worel opened the item for public input.  
16

17 Francie McNulty was on the senior committee and stated budgets were important to the  
18 project, but the MOU was a beginning. She looked forward to having senior housing and  
19 a senior center.  
20

21 Cami Richardson stated the Leadership Class presented on options for senior housing  
22 and she thought a public/private partnership would be wise for this project.  
23

24 Bill Humbert stated he watched the discussions for the past six or seven years and he  
25 was excited to see the MOU. It was an important issue for seniors and he supported it.  
26 Elizabeth Novack stated she was on the gray ribbon committee, and she encouraged  
27 Council to support the MOU. This MOU sent a message to the seniors that they were a  
28 vital part of the community.  
29

30 Council Member Gerber moved to approve the Memorandum of Understanding with the  
31 Park City Seniors regarding the potential development of the Woodside Park Properties  
32 owned by Park City Municipal Corporation. Council Member Toly seconded the motion.  
33

**RESULT: APPROVED**

**AYES:** Council Members Dickey, Doilney, Gerber, Rubell, and Toly  
34  
35

**2. Consideration to Approve Ordinance No. 2022-42, an Ordinance Approving the  
Heimpel Plat Amendment Located at 455 Woodside Avenue, Park City, Utah:**

36 Makena Hawley, Planner, presented this item and stated the lots were being combined  
37 into one lot. Council Member Rubell asked if the dissenting Planning Commission vote  
38 was due to the Land Management Code (LMC) definition of lot combinations. Hawley  
39 stated the definitions were being reviewed, but there was no pending ordinance.  
40  
41  
42

Council Member Gerber asked to discuss keeping one unit per lot when there were lot combinations so there could be an opportunity for additional dwelling units (ADU).

Mayor Worel opened the public hearing.

Angela Moschetta via Zoom stated she offered public input in Planning Commission and Council Members Gerber and Rubell raised similar questions. Moschetta stated the City hadn't given much thought to this in the past, but it was an issue of equity. She read the definition of Good Cause and stated the only one that benefited from the lot combination was the owner. She thought a conditioned approval could be given that would only increase square footage to the maximum of one lot.

Joe Tesch stated 30 years ago everyone was allowed to build across the lot lines. Lot combinations were an advantage to the community because miners had small homes with many children but that didn't work today. Out of 26 lots in the area, six were 25 feet and the other 20 lots were lots and a half or larger. The request was consistent with the neighborhood.

Mayor Worel closed the public hearing.

Council Member Doilney stated it fit with the neighborhood and the lot couldn't be developed without the combination. He agreed with Council Members Gerber and Rubell that the City needed to maintain its density and allow for ADUs. This was a unique situation, but he didn't want to set a precedent. Each lot was unique and he wanted to consider each on its own merit.

Council Member Dickey moved to approve Ordinance No. 2022-42, an ordinance approving the Heimpel Plat Amendment located at 455 Woodside Avenue, Park City, Utah. Council Member Doilney seconded the motion.

**RESULT: APPROVED**

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

**3. Consideration to Approve Ordinance No. 2022-43, an Ordinance Approving the Stonebridge Amended Plat, Located at 1201 Stonebridge Circle, Park City, Utah:**

Spencer Cawley, Planner, presented this item and indicated the plat amendment would allow the addition of an elevator. There would not be visual impacts. The HOA approved the change from common to private.

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

Council Member Gerber moved to approve Ordinance No. 2022-43, an ordinance approving the Stonebridge Amended Plat, located at 1201 Stonebridge Circle, Park City, Utah. Council Member Dickey seconded the motion.

**RESULT: APPROVED**

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

**4. Consideration to Approve Ordinance 2022-44, an Ordinance Approving the 569 Park Avenue Subdivision, Located at 569 Park Avenue, Summit County, Park City, Utah:**

Lillian Zollinger, Planner, presented this item and stated this was an application for a lot combination. The proposal would not exceed the current height of the unit.

Mayor Worel opened the public hearing.

Angela Moschetta stated this was not a good cause other than personal benefit. She discussed this at the Historic Preservation Board meeting and some members stated they wanted to limit lot combinations but the LMC allowed it. She indicated the owner would move the house and remove an old tree. The house was already beautiful, and it didn't need an addition and basement to improve the character. She asked Council to deny the ordinance

Mayor Worel closed the public hearing.

Council Member Gerber agreed with Moschetta to some degree and asked for consideration to require an ADU or something similar. She thought Council was required to approve this, but she wanted to continue to have conversations on this item.

Council Member Toly indicated Old Town had changed so much over the years and she would welcome discussions on preserving historical character. Council Member Rubell asked what was being deconstructed, to which Zollinger stated a wall was being deconstructed to attach a garage.

Council Member Doilney noted many houses built enormous additions and he was glad this house would keep its same form. He knew the house would no longer be affordable after the basement and garage were added. There were rules that needed to be adhered to so he wouldn't feel comfortable denying this.

Council Member Dickey moved to approve Ordinance 2022-44, an ordinance approving the 569 Park Avenue Subdivision, located at 569 Park Avenue, Summit County, Park City, Utah. Council Member Doilney seconded the motion.

**RESULT: APPROVED**

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

Mayor Worel asked if Council would like Planning Commission to consider amending the code on lot combinations. Ward stated it was already scheduled for a work session.

**VIII. ADJOURNMENT**

With no further business, the meeting was adjourned.

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Michelle Kellogg, City Recorder

## **Council Agenda Item Report**

Meeting Date: November 17, 2022

Submitted by: Michelle Kellogg

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section: CONSENT AGENDA

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### **Subject:**

Request to Approve a Seven-Month Extension of the Historic Park City Alliance Downtown Business Improvement District (BID) Service Provider Contract until June 30, 2023, in a Form Approved by the City Attorney

### **Suggested Action:**

### **Attachments:**

[HPCA BID Extension Staff Report](#)

[Exhibit A: 5th Addendum BID Addendum Draft](#)

[Exhibit B: HPCA Performance Measures](#)

## City Council Staff Report

**Subject:** Main Street Business Improvement District Special Service Provider Extension  
**Author:** Jenny Diersen  
**Department:** Special Events & Economic Development  
**Date:** November 17, 2022  
**Type of Item:** Consent

### Recommendation

Review a brief history of the Main Street Business Improvement District (BID), and consider approving a seven-month extension to the Service Provider Contract to administer the BID until June 30, 2023 (Exhibit A), in a form approved by the City Attorney.

The recommended seven-month extension will provide additional time to work with the Main Street businesses and Historic Park City Alliance (HPCA) to contemplate the future of the BID and to better align with the City's Fiscal Year (July 1 – June 30).

### Executive Summary

There is an extensive history of the BID linked [here](#), which was created by [Resolution 27-07](#). The [current Special Service Provider Contract](#) for the administration of the BID expires on November 30, 2022. \*Please note for context that the HMBA (Historic Main Street Business Alliance is now referred to as the HPCA).

In 2007, at the request of HPCA, the City Council created the Downtown BID to establish a single services provider to support the consolidation of solid waste collection and promotional services of Main Street. In 2010, with the extension of the Park Silly Sunday Market (PSSM) contract, Council also increased parking rates and agreed to split the paid parking revenue increase between:

- PSSM - Limited to \$40,000 cash for marketing and cross-promotion, and an expanded market (to 5<sup>th</sup> Street). These funds were reduced over the years and ended in 2016);
- PCMC - For event operations, paid parking marketing, and to offset fee waivers; and
- HPCA - Limited to \$40,000 cash for programming upper Main Street.

### Funding

In 2007 and again in 2009, the HPCA voted to self-assess an annual fee on each business license to generate \$80,000. Currently, fees are \$243. Fees for waste services are not collected by the City, but rather businesses are required to show that they are in good standing with the waste collector, before the City will issue a business license.

For the last two years, BID revenues were lower than projected due to a virtual Sundance Film Festival and a reduction in temporary business licenses. Moving

forward, we expect BID revenues to return to pre-pandemic levels.

In 2010, an additional \$40,000 was added by allocating a portion of Main Street paid parking receipts, bringing the yearly total to \$120,000. We recommend prorating the parking receipt allocation amount to match the contract extension period, estimated at approximately \$23,000.

Finally, both revenue allocations are awarded to the HPCA only after annual performance reporting is reviewed. The HPCA incorporates the funding into its annual operating budget, which is used for BID overall management, administrative costs and services, waste and trash collection services, an Executive Director, and marketing and promotional services (Exhibit B).

## **Exhibits**

Exhibit A: Draft Fifth Addendum to HPCA BID

Exhibit B: HPCA Performance Measures



**FIFTH ADDENDUM TO PARK CITY MUNICIPAL CORPORATION SERVICE  
PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

This FIFTH ADDENDUM is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation (“City”), and HISTORIC MAIN ST. BUSINESS ALLIANCE, a Utah corporation, d/b/a HISTORIC PARK CITY ALLIANCE, to amend the Park City Municipal Corporation Service Provider/Professional Services Agreement signed and executed by the parties on March 18, 2016, as previously amended.

**WITNESSETH:**

WHEREAS, the parties entered into a Park City Municipal Corporation Service Provider/Professional Services Agreement on March 18, 2016 (hereinafter “Original Agreement”);

WHEREAS, the parties entered into a First Addendum on October 16, 2019, adding more detail to the scope and performance standards;

WHEREAS, the parties entered into a Second Addendum on July 20, 2020, extending the term until November 30, 2020;

WHEREAS, the parties entered into a Third Addendum on November 12, 2020, extending the term until November 30, 2021;

WHEREAS, the parties entered into a Fourth Addendum on November 19, 2021, extending the term until November 30, 2022;

WHEREAS, the term of the Original Agreement as amended by the addenda listed above is due to end November 30, 2022; and

WHEREAS, the parties desire to amend the Original Agreement and addenda to extend the termination date to June 30, 2023, under the current terms.

NOW, THEREFORE, in consideration of the mutual promises made herein and other valuable consideration, the parties hereto now amend the Original Agreement and addenda as follows:

**1. AMENDMENTS:**

a. **EXTENSION OF TERM.** The term shall be extended to a termination date of June 30, 2023.

2. **OTHER TERMS.** All other terms and conditions of the Original Agreement and addenda shall continue to apply.

Exhibit A: Draft Fifth Addendum to HPCA BID

3. **ENTIRE AGREEMENT.** This Fifth Addendum is a written instrument under Section 21 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.
4. **COUNTERPARTS.** This Fifth Addendum may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.
5. **ELECTRONIC SIGNATURES.** Each party agrees that the signatures of the parties included in this Fifth Addendum, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic signature through an electronic signature system such as DocuSign, are intended to authenticate this writing and to create a legal and enforceable agreement between the parties hereto.

IN WITNESS WHEREOF the parties hereto have caused this Fifth Addendum to be executed the day and year first herein above written.

**PARK CITY MUNICIPAL CORPORATION**, a Utah  
municipal corporation  
445 Marsac Avenue  
P.O. Box 1480  
Park City UT 84060-1480

\_\_\_\_\_  
MATT DIAS, City Manager

Attest:

\_\_\_\_\_  
City Recorder's Office

Approved as to form:

\_\_\_\_\_  
City Attorney's Office

**HISTORIC MAIN ST. BUSINESS ALLIANCE,  
a Utah corporation, d/b/a HISTORIC PARK  
CITY ALLIANCE**

PO Box 1348  
Park City UT 84060

Tax ID#: 87.0629176  
PC Business License# BL B-007289

\_\_\_\_\_  
RHONDA SIDERIS, President

Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THE CITY REQUIRES SERVICE PROVIDERS TO COMPLETE EITHER THE  
NOTARY BLOCK OR THE UNSWORN DECLARATION, WHICH ARE BELOW.

Exhibit A: Draft Fifth Addendum to HPCA BID

STATE OF UTAH                    )  
  ) ss.  
COUNTY OF SUMMIT         )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, personally appeared before me RHONDA SIDERIS, 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 she is the President (title or office) of HISTORIC MAIN ST. BUSINESS ALLIANCE, a Utah corporation, d/b/a HISTORIC PARK CITY ALLIANCE, by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged she signed it voluntarily for its stated purpose as President for the corporation.

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Notary Public

Exhibit A: Draft Fifth Addendum to HPCA BID

I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the \_\_\_\_ day of \_\_\_\_\_, 2022, at \_\_\_\_\_ (insert State and County here).

Printed name \_\_\_\_\_

Signature: \_\_\_\_\_

DRAFT



July 1, 2022

Mindy Finlinson  
Finance Manager  
Park City Municipal Corporation  
PO Box 1480  
Park City, UT 84060

Mindy:

Per the contract between Park City Municipal Corporation (PCMC) and the Historic Park City Alliance (HPCA) signed on September October 16, 2019, the HPCA is required to provide a summary as to how the scope of services within the contract were met. Please find such summary below.

- **Summary of communication efforts regarding events, parking, construction, updated contact information for businesses, etc.**

The HPCA utilizes Mail Chimp for bulk emails to members. The following is a breakdown of the number of emails sent to members.	<b>Number of Emails Sent</b>
July 2021	6
August 2021	3
September 2021	7
October 2021	7
November 2021	3
December 2021	4
January 2022	3
February 2022	7
March 2022	5
April 2022	3
May 2022	6

HPCA has an 43.9% open rate on emails sent to merchants (up from 40.3% in 2020) which is higher than the industry standard open rate of 37.2%.

### **FY22 Highlights**

In July 2021 a new executive director Ginger Wicks joined the Association. Ginger is also the executive director of the Park City Lodging and Restaurant Association. With this new working

relationship existing partnership across the Park City community have been strengthened and overall community communication has dramatically improved.

The HPCA member landing page continues to be a great resource for communicating with merchants and businesses. The page includes important information at the top. Information about events and next Board Meeting date is included in the top-of-page information. Please visit the member landing page using this link. <https://historicparkcityutah.com/members>

#### **b. Summary of amount and types of merchant input opportunities:**

The HPCA holds Board of Trustee meetings the third Tuesday of every month. There is no meeting in January. At each meeting members can provide input on items not on the agenda at the beginning of the meeting. During the meeting those attending are asked to provide input prior to Board decisions. When there are items that have an impact on the way merchants conduct business a survey is sent, and the results are used to inform Board decisions.

In April, the HPCA held a open house / social at the No Name from 4:00 – 6:00pm. Members were invite to stop by and visit the following informative stations:

- Meet Mayor Nann Worel
- Trash & Recycling (with representatives from Republic Services and Momentum Recycling)
- Parking & Transit (Johnny Wasden was on hand to answer questions)
- Get Involved with information about joining the HPCA board and committees
- Do Better – with a comment box where member could share what we are doing right and how we can better support them

#### **c. Summer of Marketing, public relations, and promotions.**

Altitude Events & Marketing in partnership with Graff Public Relations provides a marketing summary for the Board Meeting packet month. The summary reviews efforts from the past month.

#### **Marketing Efforts**

The Historic Park City Alliance focused advertising efforts outside of the Park City primarily during the shoulder seasons. Through digital, newsletters and social media we can target audiences and easily adjust messaging as needed. All marketing efforts drives visitors to the HPCA website where we can support members and businesses within the historic district.

- View Digital Campaigns >  
<https://www.dropbox.com/sh/mzbyqb3mlhgi6fl/AACE9fjCGuq8SAojvq9MMtoka?dl=0>



The HPCA formed a partnership with FOX13 who provided a variety of commercial and segments covering merchants and events happening within the historic district:

- Holidays on Main Commercial FOX13 Commercial is running November 25 – December.  
[https://www.dropbox.com/s/vmm0ybdbwtxrcr6/Historic%20Park%20City%20-%20Explore%20the%20Magic\\_rev1.mp4?dl=0](https://www.dropbox.com/s/vmm0ybdbwtxrcr6/Historic%20Park%20City%20-%20Explore%20the%20Magic_rev1.mp4?dl=0)
- Snowglobes: <https://www.dropbox.com/s/j2lwn1lirb8x68a/Snow%20Globe%20Stroll.mp4?dl=0>
- Alpine Distilling:  
<https://www.dropbox.com/s/5w3px4sk3g0z2m7/Alpine%20Distilling.mp4?dl=0>
- Eating Establishment:  
<https://www.dropbox.com/s/p01aw2xvlg04kqv/Eating%20Establishment.mp4?dl=0>
- Butchers: <https://www.dropbox.com/s/2f5nl4qjgppd24/Butchers.mp4?dl=0>
- Two interviews with Mountain Town Olive Oil (one aired on The Place):  
<https://www.dropbox.com/s/0j8ha5wwwt88z5b/Park%20City%20-%20GDU%2011.18%20915%20%281%29.mp4?dl=0>

### **Public Relations**

A quarterly PR report is provided outlining editorial values and from our press release distribution.

- View Editorial Reports >  
[https://www.dropbox.com/sh/phqpei6t404lhcf/AAB1cdyt\\_4IU8yD0vvqWXJ\\_na?dl=0](https://www.dropbox.com/sh/phqpei6t404lhcf/AAB1cdyt_4IU8yD0vvqWXJ_na?dl=0)
- View Press Releases >  
[https://www.dropbox.com/sh/jsg973b3baqmd04/AAAc7vAsn\\_mTy8QuJj\\_mbUBYa?dl=0](https://www.dropbox.com/sh/jsg973b3baqmd04/AAAc7vAsn_mTy8QuJj_mbUBYa?dl=0)

### **Snowglobe Promotion**

While Park City continues to become a destination that offers activities and experiences for visitors year-round, we have an opportunity to increase overnight visitation in late November and early December.

In 2021, the Snow Globe Stroll continued to create a reason for destination visitors to plan a trip to Park City. The result increased overnight visits, restaurant sales, and sales tax revenues while providing local businesses the ability to properly train employees to prepare for the influx of winter visitation.

Each Globe features a QR code to track engagement. In 2021 guests entered their information and in doing so were entered into a drawing for gift certificates for a variety of Main Street merchants. While we know in 2021 not everyone scanned the QR code, what we learned is that of the 2,300 that did, 54% were from out of state, 45% where from Utah and 26% where from Park City. The top three states outside of Utah were: California, Iowa, and Texas (in this order). In 2022 each globe will have its own unique QR code so that we can begin to learn which locations attract the most engagement.

**d. Summary of trash/recycling/waste**

Trash and recycling operations remained the same throughout the year. In collaboration with City staff, the HPCA reviewed the days of pick-up and changed them accordingly to address the overflow issues through the district. The HPCA trash committee meet with City staff on a regular basis to assist with the BID trash service contract renewal as well as bringing on a new partner Momentum Recycling.

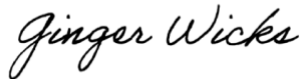
The Mobile Recycling Center is funded by Franchise Fees charged by Republic Services on trash bills of the merchants. The mobile center provides two (2) pick-ups a week during shoulder seasons and three (3) day a week pick-up during peak season.

In closing throughout the year the HPCA provided/distribute information to meet the conditions of the joint contract between PCMC and HPCA. We look forward to continuing our working relationship.

Please let me know if you need clarification on any of the responses outlined above

.

Best regards,

A handwritten signature in cursive script that reads "Ginger Wicks".

Ginger Wicks  
Executive Director

## City Council Continuation Report



**Subject:** Water Wise Landscaping  
**Application:** PL-21-05064  
**Author:** Spencer Cawley  
Lillian Zollinger  
**Date:** November 17, 2022  
**Type of Item:** Land Management Code Amendments

### Recommendation

Staff recommends the City Council (1) conduct a public hearing, and (2) continue the Water Wise Landscaping Land Management Code Amendments to February 16, 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](#); [Audio](#)), 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. As a result, the Planning team will return to the Commission in January, with a possible recommendation for City Council's consideration in February.

## **Council Agenda Item Report**

Meeting Date: November 17, 2022

Submitted by: Michelle Kellogg

Submitting Department: Building

Item Type: Staff Report

Agenda Section: NEW BUSINESS

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### **Subject:**

Consideration to Approve a Permit Fee Waiver in the Amount of \$71,306.85 Requested by the National Ability Center (NAC) Mountain Center

(A) Public Hearing (B) Action

### **Suggested Action:**

### **Attachments:**

[NAC Fee Waiver Staff Report](#)

[Exhibit A: NAC Presentation Letter](#)

[Exhibit B: NAC Fee Adjustment Application - Mountain Center](#)

[Exhibit C: Breakdown of Calculated Fees](#)

## City Council Staff Report



**Subject:** National Ability Center – Fee Waiver Request  
**Author:** Casandra Courtillet, Deputy Chief Building Official  
**Department:** Building Department  
**Date:** November 17, 2022  
**Type of Item:** Administrative

### Summary Recommendation

Consider a request to approve a permit fee waiver in the amount of \$71,306.85 requested by the National Ability Center (NAC) Mountain Center, in accordance with [Municipal Code section 11-12-15](#).

The internal Fee Adjustment Committee scored the fee adjustment application 85 out of a possible 100. The Committee's recommendation is based upon a fee waiver scoring criteria, City Council goals, the project's community benefit, the applicant's perceived need for a waiver, and other City funding/support already provided.

As a result, the Committee recommends Council authorizing a fee waiver of \$60,610.82.

### Executive Summary

- The NAC Mountain Center construction project is for a non-profit facility that will provide a public benefit and therefore is eligible for a fee waiver.
- This project may not be considered for impact fee adjustments, in accordance with [Municipal Code section 11-13-4](#).
- The NAC applied for a fee waiver of all Building, Planning, Engineering, and impact fees associated with Permit#22-895 to build the NAC Mountain Center at 1431 Lowell Avenue.
- The total estimated Building, Planning, and Engineering Department fees are \$71,306.85.
- [Municipal Code section 11-12-15](#) requires City Council approval for fee waivers exceeding \$25,000, per project.

Consistent with the Administrative Policy for the Adjustment or Waiver of Construction and Development and Impact Fees (April 13, 2017 [packet page 122](#)), any total waiver of fees more than \$25,000 per project or more than \$200,000 total per fiscal year requires City Council approval. This request will impact the total tally for fiscal year 2023.

### Background

The NAC is a non-profit organization that has operated in Park City since the early 1980's and offers a variety of programs and activities that provide unique community benefits and access and education to individuals of all abilities, such as: skiing, biking, climbing, horseback riding, archery, rafting, water sports and even virtual programs that include

games, crafts and more.

- The current mountain center, a double wide trailer without running water, has been in use since the late 1990's. It does not have plumbing facilities for restroom, kitchen, or sanitation purposes. It is also too small for necessary accommodations, such as locker rooms, a meeting room, a breakroom, and storage for adaptive ski and snowboard equipment.
- Fees for Building, Planning and Engineering are calculated according to the adopted fee schedule to offset the cost of providing services related to development. Therefore, any waived fees are absorbed by the General Fund.
- [Municipal Code section 11-12-15](#) allows fees to be reduced or waived for public or non-profit projects that serve a beneficial public purpose, provided any waiver or reduction more than \$25,000 is approved by City Council.
- Impact Fees (including parks, trails, open space, and public safety) were calculated in association with the development in accordance with [Municipal Code section 11-13-2](#)
- Impact fees for construction of affordable housing or a public use facility servicing a beneficial purpose are eligible to be waived in accordance with [Municipal Code section 11-13-4](#).
- Council adopted the Administrative Policy for the Adjustment or Waiver of Construction and Development and Impact Fees and the creation of the Fee Adjustment Committee. April 13, 2017 [packet page 122](#).
- Fee waivers requiring City Council approval are reviewed by an internal Fee Adjustment Committee that provides fee adjustment recommendations through a scoring criteria. The Committee consists of multiple departments. April 13, 2017 [packet page 122](#).
- Park City receives Fee Adjustment Applications on an ongoing basis. Significant projects anticipated during the FY23 include the Woodside Park Phase 2 senior center and affordable housing project, Intermountain Health Care expansion, and Homestake affordable housing project.
- Park City has provided the following fee waivers to the NAC in the past five years. Following Administrative Policy, the City Manager, in whole, approved fee waivers less than \$25,000, and the [April 1, 2021 fee waiver](#), was partially approved by City Council (approval excludes impact fees and includes a 50% reduction per Fee Adjustment Committee recommendation).

April 21, 2017	BD-17-23852	Ropes Course Expansion	\$6,484.68
July 6, 2017	FP-17-00139	Fire Permit- Temporary Trailer	\$164.00
August 22, 2017	PL-17-03646	Plat Amendment	\$900.00
August 22, 2017	PL-17-03645	CUP- New Mtn Center Facility	\$1,140.00
November 6, 2017	GR-17-13488	Grading in Riding Arena	\$153.25
May 17, 2018	PL-18-03872	CUP- temporary trailer	\$330.00
June 15, 2018	FP-18-00109	Fire Permit- Temporary Trailer	\$164.00
February 4, 2021	PL-14-02476	Pre-MPD Application Fee	\$1,200.00
February 4, 2021	PL-16-03096	Pre-MPD Application	\$4,960.00
April 1, 2021	BD-18-25848, BD-	Equestrian building addition, New recreation center, Parking,	\$28,108.34 \$35,569.01

	18-26227 20-1254	emergency roadway, archery range, camping areas	\$26,545.99
			\$105,719.27

### Analysis

- Total valuation for the development is \$3,882,233. Fees were calculated according to the adopted fee schedule. This is a significant construction project that will require a corresponding amount of staff time, primarily from the Building, Planning, and Engineering Departments.
- A \$71,306.85 decrease in revenue for the Building Department (in a fee waiver) would result in a shortfall absorbed by the General Fund.
- The NAC provided the attached application describing their contributions to City Council's goals to justify a fee adjustment. Staff concurs with the unique community benefits provided by the NAC.

### Department Review

Engineering, Planning, Budget, Legal and Executive Departments have reviewed this staff report.

### Attachments

- EXHIBIT A National Ability Center Mountain Center - Presentation Letter  
EXHIBIT B National Ability Center Mountain Center – Fee Adjustment Application  
EXHIBIT C Breakdown of Calculated Fees





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

August 10, 2022

Subject: Fee Waiver Building Permit Fees Mountain Center

Dear Council Members,

I am writing on behalf of the National Ability Center (NAC) to request a reimbursement for the attached building permit and inspection fees for the NAC's Mountain Center construction in the amount of \$190,796.17. The NAC requests that these building permit fees be waived and that we receive a reimbursement from the City. The receipts are attached.

The cost of the Mountain Center has more than doubled since originally planned in 2016 and we are still in the process of fundraising to make up the difference. Any help that the City can give would be most appreciated.

Your support in furthering the financial resources of the National Ability Center and enabling us to achieve our mission is truly appreciated. Working together, we will succeed in empowering individuals of all abilities by building self-esteem, confidence, and lifetime skills through sports, recreational and educational programs and make a profound difference in the lives of those living with disability- locally, nationally and globally.

Sincerely,

Meeche White  
*Facility Development Manager*

1000 ABILITY WAY, PARK CITY UT 84060  
INFO@DISCOVERNAC.ORG P: (435) 649.3991 F: (435) 658.3992

[WWW.DISCOVERNAC.ORG](http://WWW.DISCOVERNAC.ORG)



## Construction and Development Fee Reduction Application Park City Municipal Corporation

Please provide two (2) hard copies and an electronic copy of this application and all other requested information to the Building Office.

### (1) Applicant Contact Information

Name National Ability Center

Address 1000 Ability Way  
Park City, UT 84060

Phone 435-655-5040 Fax 435-658-3992

E-mail meechew@discovernac.org

Permit(s) New Mountain Center (Permit#22-895)

### (2) Indicate the applicable Criteria for Eligibility:

- ☐ Affordable Housing Project ☒ Non-Profit
- ☐ Project Receiving a Historic District Grant ☐ Youth Group

### (3) Indicate the applicable items for which a waiver is being requested (all that apply):

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Building Plan Review   | <input type="checkbox"/> Annexation Application Fee       |
| <input type="checkbox"/> Engineering Plan Review   | <input type="checkbox"/> Condo Plat Application Fee       |
| <input type="checkbox"/> Planning Plan Review  | <input type="checkbox"/> Plat Amendment Application Fee   |
| <input type="checkbox"/> CUP Application Fee   | <input type="checkbox"/> Historic District Design Review  |
| <input type="checkbox"/> MPD Application Fee   | <input checked="" type="checkbox"/> Water Fees (interior) |
| <input checked="" type="checkbox"/> Building Permit Fee  | <input checked="" type="checkbox"/> Water Fees (exterior) |
| <input checked="" type="checkbox"/> Parks, Trails, Open Space, Police, Roadway Facilities                  |   |
| <input checked="" type="checkbox"/> Other: Please explain <u>Engineering Inspection Fees - \$11,688.51</u> |   |

(4) Projected total of all fees: \$179,107.66 + \$11,688.51 = \$190,796.17

(5) Total construction cost of subject project: \$3,882,233

(6) Project Description: Please provide no more than two pages of narrative addressing the following topics.

- a) Contributing to a City Council Goals  
Traffic Mitigation, Affordable Housing; Green Construction; Decreased Carbon Emissions; Involved Citizenry; Economic Diversity; Thriving

Mountain Community; Arts & Culture; Preserving and Enhancing the Natural Environment

- b) Description of the Public Benefit
- c) Demonstrated need for a Waiver

(7) Please attached the following documents:

- a) Description of the organization, institution or business entity, how long in business, accomplishments to date, key personnel in organizational leadership. (Information may include partner entities that support or share in the mission of the applicant organization.) **On file with the City.**
- b) Organizational governing documents such as business license, by-laws, and/or incorporation documents. **On file with the City.**
- c) Financial information for your organization including current budget, 2 years of financial statements such as Balance Sheet, Income Statement, Statement of Financial Position, Activity Statement, etc. or include Independent Auditors' Reports. **On file with the City.**

Signed: Merche White Date: August 10, 2022

The National Ability Center is a world renown leader in adaptive sports. Our facility is like no other and sets a standard in the industry. Our current Mountain Center (aka double wide) is clearly substandard and is without water and restrooms and has limited storage.

In 2019, we served over 7,000 individuals with disabilities providing over 37,000 experiences and lessons. For people with recent injuries or suffering with PTSD, these experiences were life changing. This past winter we served 75% of our typical ski lessons.

2,800 people traveled from out of state to Park City for the NAC in 2019 and approximately 50% stayed in public lodging. We have close to 350 participants from Park City. Over 30 families moved here because of the Center.

Participant fees only cover 20% of the cost to provide our services. This year alone we have provided over \$500,000 worth of scholarships. The cost of the Mountain Center has more than doubled since originally planned in 2016 and we are still in the process of fundraising to make up the difference. Any help that the City can give would be most appreciated.

More importantly the presence of the National Ability Center and all our participants has helped make Park City a disabled friendly community. People with disabilities are an integral part of our community with housing, Lucky Ones Café and other integration into the workplaces. The City has stepped up with 100% accessible buses and the para-transit system are all a part of the Park City identity.

PC is a community that cares about its citizenry and our success is a testament to that important value.

## **EXHIBIT C**

### **NAC Mountain Center (Permit 22-895)**

<b>Building Fees</b>	
\$32,403.97	Building Permit
\$21,062.58	Plan Check
\$381.74	State Fee
\$2,203.35	Electrical Valuation Fee
\$2,052.15	Mechanical Valuation Fee
\$1,514.55	Plumbing Valuation Fee
\$13,868.83	Parks, Trails, Open Space
\$5,973.90	Public Safety
\$49,202.42	Outdoor Water Impact
\$44,104.77	Indoor Water Impact
\$6,339.40	Streets Impact Fee
<b>\$179,107.66</b>	<b>Total</b>

<b>Engineering Fees</b>	
\$11,688.51	Inspection Fee – 4%
<b>\$11,688.51</b>	<b>Total</b>

# City Council Staff Report



**Subject:** Royal Plaza Condominiums Fourth Amended Plat (Units 301 & 309)  
**Application:** PL-22-05343  
**Author:** Jaron Ehlers  
**Date:** November 17, 2022  
**Type of Item:** Administrative – Condominium Plat Amendment

## Recommendation

Staff recommends the City Council (I) review the proposed Royal Plaza Condominiums Fourth Amended Plat Combining Units 301 & 309, (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 within draft Ordinance No. 2022-45 (Exhibit A)

## Description

**Applicant:** Bain Nigel G. – Trustee;  
Rory Murphy, Applicant Representative  
**Location:** 7260 Royal St. E, Units 301 & 309  
**Zoning District:** Residential Development  
**Adjacent Land Uses:** Multi-Unit Dwellings  
**Reason for Review:** Plat Amendments require Planning Commission recommendation and City Council final action<sup>1</sup>

LMC Land Management Code  
RD Residential Development.

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

## Summary

The Applicant proposes a condominium plat amendment to combine two existing units into one recorded unit. The Applicant is proposing the combination to fix existing non-compliance regarding access and limited common space that was created by a 2010 Plat Amendment. On October 12, 2022, the Planning Commission held a public hearing on the Plat Amendment and unanimously forwarded on a positive recommendation to the City Council ([Staff Report](#); [Minutes](#)).

## Background

Royal Plaza Condominiums is a 26 Multi-Unit Dwelling located in the Residential Development (RD) Zoning District. The original Plat was approved in 1991. In 2010, the

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<sup>1</sup> LMC § [15-12-15\(B\)\(9\)](#)

City Council approved a Plat Amendment. This Amendment recorded changes of ownership for Units 301, 309, & 401. It also made a change of ownership to the entrance alcove for Unit 301, enlarging it and leaving no room for legal access for Unit 309. An access agreement was made between the two unit owners. As part of the original Plat for Unit 309 a deck was marked on the plat as “limited common space”. When Unit 309 was built in 1991, this deck was instead created as an enclosed bedroom, turning the designated “limited common space” into private space. The proposed Plat Amendment addresses these issues.

### **Analysis**

#### **(I) The proposed Plat Amendment complies with the Residential Development (RD) Zoning District Requirements.**

The proposed Plat Amendment is consistent with the Lot and Site Requirements of the RD Zoning District. All proposed changes to the Plat are restricted to the building’s interior Area and will not change the existing condominium structure.

#### **(II) The proposal, as conditioned, complies with LMC § 15-3-6, *Parking Ratio Requirements*.**

The following table outlines the current parking required by LMC [§ 15-3-6](#):

Residential Parking Ratio Requirements for Multi-Unit Dwellings	Parking Ratio
Floor Area no greater than 1,000 sq. ft.	1 per Dwelling Unit
Floor Area greater than 1,000 sq. ft. and less than 2,000 sq. ft.	1.5 per Dwelling Unit
Floor Area greater than 2,000 sq. ft.	2 per Dwelling Unit

According to the existing Plat, Unit 301 has 990 square feet of floor area and Unit 309 has 1,258 square feet. Each unit is assigned a single off-street parking spot in the Silver Lake Parking Garage, which Royal Plaza Condominiums owns 33% of. Unit 309 is currently not in compliance under the current code and would require 1.5 parking spots to meet requirements. The proposed combination of Unit 301 and Unit 309 would have 2,248 square feet in total, requiring 2 parking spots. Both current parking spots assigned to the units would be assigned to the combined unit, which would bring it into compliance with the current Parking Ratio.

#### **(III) The proposal complies with LMC requirements for Condominium Plat Amendments.**



LMC [§ 15-7.1-6\(G\)](#) outlines the requirements for combining adjoining condominium units within a condominium plat. Once a unit owner owns adjoining units, the owner may remove or alter the partition between the unit owner's unit and the acquired unit. However, the unit owner must demonstrate the removal or alteration of the partition will not:

- Impair the structural integrity or mechanical systems of the building or either unit
- Reduce the support of any portion of the common areas and facilities or another unit
- Violate Utah Code Section 10-9a-608, as amended, or any section of the International Building Code

To address this, Staff recommends Conditional of Approval #3 which would require a plat note that any plans to remove or alter a partition wall shall be stamped and signed by a certified structural engineer.

Approval of a condominium plat amendment does not change an assessment or voting right attributable to the unit owner's unit or the acquired unit, unless the declaration provides otherwise.

This plat amendment will not lead to any external changes or expansion of the existing building footprint.

Additionally, changes to platted elements including conversion of common Area/limited common Area to private Area within a condominium requires a Plat Amendment. Plat Amendments shall be reviewed according to the requirements of LMC [§ 15-7-1.6](#), *Final Subdivision Plat*, and approval shall require a finding of Good Cause. Conversion of common area/limited common area to private area requires HOA approval (Exhibit D).

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 nonconformities, 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.”

Staff finds Good Cause for this Plat Amendment because it resolves existing issues and non-conformities. By combining the two Units, only one entrance alcove will be required, and the units will connect internally. The proposed plat would also recognize the existing situation with effective private space in the bedroom. Additionally, separate units that do not comply with current parking will be combined and the two parking spaces satisfy required parking.

**(IV) The Development Review Committee reviewed the proposal and did not**

**identify any issues.<sup>2</sup>**

### **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 September 28, 2022. Staff mailed courtesy notice to property owners within 300 feet on September 28, 2022. The *Park Record* published notice on September 28, 2022.<sup>3</sup>

### **Public Input**

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

### **Alternatives**

- The City Council may approve Ordinance No. 2022-45, Approving the Royal Plaza Condominiums Fourth Amended Plat Combining Units 301 & 309; or
- The City Council may deny for Ordinance No. 2022-45, Denying the Royal Plaza Condominiums Fourth Amended Plat Combining Units 301 & 309 and direct staff to make findings for Denial; or
- The City Council may request additional information for Ordinance No. 2022-45 for the Royal Plaza Condominiums Fourth Amended Plat Combining Units 301 & 309 and continue the discussion to a date certain.

### **Exhibits**

Exhibit A: Draft Ordinance 2022-45 and Proposed Plat  
Exhibit B: Existing Plat  
Exhibit C: Project Intent  
Exhibit D: Letter of Support from Royal Plaza Board President

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<sup>2</sup> 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).

<sup>3</sup> LMC [§ 15-1-21](#).

**Ordinance No. 2022-45**

**AN ORDINANCE APPROVING THE ROYAL PLAZA CONDOMINIUMS FOURTH AMENDED PLAT COMBINING UNITS 301 & 309, LOCATED AT 7620 ROYAL STREET E, PARK CITY, UTAH.**

WHEREAS, the owners of the property at 7620 Royal Street E, Units 301 & 309 petitioned the City Council for approval of the Royal Plaza Condominiums Fourth Amended Plat Combining Units 301 & 309;

WHEREAS, on September 28, 2022, the Park Record published notice for the Planning Commission and City Council public hearings; and

WHEREAS, on September 27, 2022, staff mailed courtesy notice to property owners within 300 feet, posted notice to the Utah Public Notice Website and City Website, and posted notice to the property for the Planning Commission and City Council public hearings; and

WHEREAS, on October 12, 2022, the Planning Commission reviewed the proposed plat, held a public hearing; and forwarded a Positive recommendation to the City Council; and,

WHEREAS, on November 17, 2022, the City Council held a public hearing on the Royal Plaza Condominiums Fourth Amended Plat Combining Units 301 & 309; and

WHEREAS, it is in the best interest of Park City, Utah, to approve the Royal Plaza Condominiums Fourth Amended Plat Combining Units 301 & 309 to reflect as-built conditions and correct existing non-compliance; and

WHEREAS, Staff finds that the plat 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 Royal Plaza Condominiums Fourth Amended Plat Combining Units 301 & 309 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 7620 Royal Street E, Units 301 & 309.
2. Royal Plaza Condominiums was approved in 1991.
3. The property is listed with Summit County as Parcel numbers ROYL-301-2AM & ROYL-309-2AM.
4. The Property is located in the Residential Development (RD) Zoning District.
5. When the Property was created in 1991, Limited Common Space was designated by the Plat but was constructed as Private Space.

6. This Plat Amendment correctly records the existing Private Space.
7. In 2010 a Plat Amendment was approved that made a change of ownership to the entrance alcove for Unit #301, enlarging it and leaving no room for legal access for Unit #309.
8. This Plat Amendment corrects the entrance access non-compliance.
9. The total Area of the proposed Unit 309 is 2,304 square feet.
10. The proposal complies with Land Management Code Chapter 15-2.13, *Residential Development (RD) District*.
11. The current LMC requires two (2) parking spaces per Dwelling Units with a Floor Area greater than 2,000 square feet in a Multi-Unit Dwelling a requirement which the proposed unit meets.

**Conclusions of Law:**

1. There is good cause for this amendment to the plat because it memorializes existing conditions and corrects existing non-compliance.
2. The Plat Amendment is consistent with Land Management Code Section 15-7.1-3(B), Section 15-7.1-6, and Chapters 15-2.13 and 15-7.
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. The Applicant shall record a plat note that any plans to remove or alter a partition wall shall be stamped and signed by a certified structural engineer.
4. There will be no external changes or expansion of the existing building footprint.
5. The condo uses/retires the existing density and does not create any new unit density for future use.

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

PASSED AND ADOPTED this 17th day of November, 2022.

PARK CITY MUNICIPAL CORPORATION

\_\_\_\_\_  
Nann Worel, MAYOR

ATTEST:

\_\_\_\_\_  
City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney's Office

**Attachments**

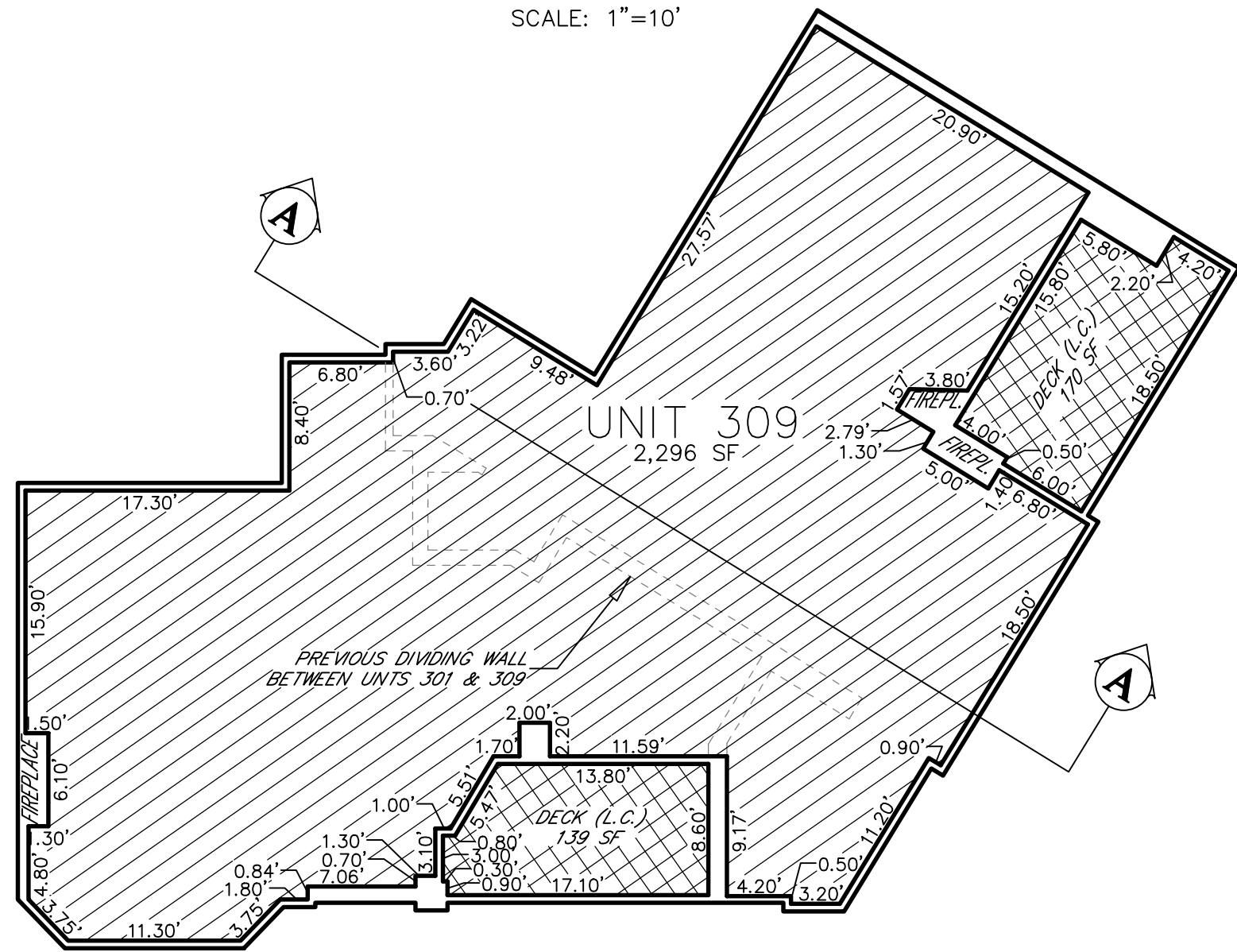
Attachment 1: Royal Plaza Condominiums Fourth Amended Plat Combining Units 301 & 309

# ROYAL PLAZA, FOURTH AMENDED COMBINING UNITS 301 & 309

— A UTAH CONDOMINIUM PROJECT —  
LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 8 & SOUTHWEST QUARTER OF SECTION 9,  
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN,  
PARK CITY, SUMMIT COUNTY, UTAH

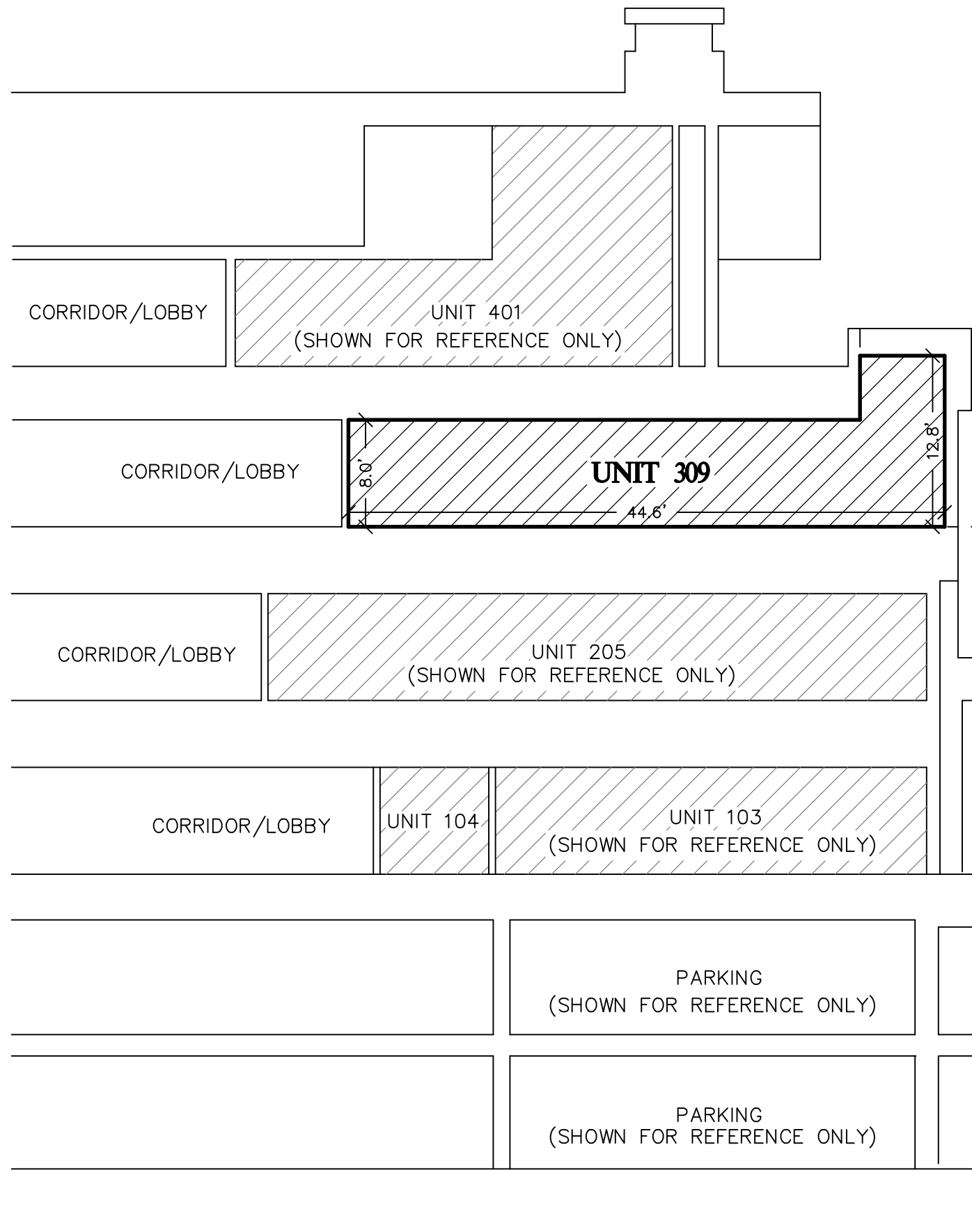
## FLOOR PLAN

SCALE: 1"=10'

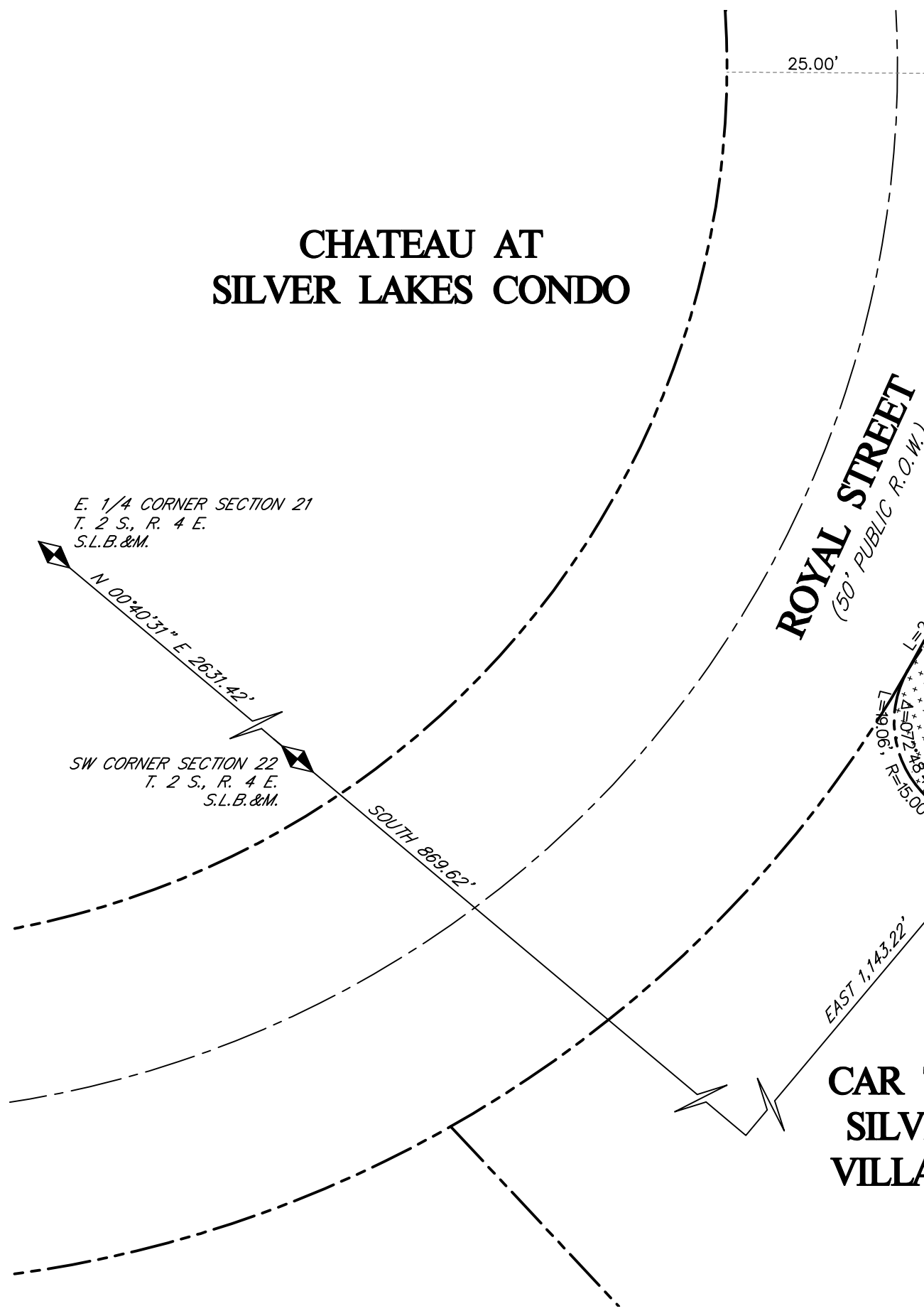


## SECTION A-A

SCALE: 1"=10'



## CHATEAU AT SILVER LAKES CONDO



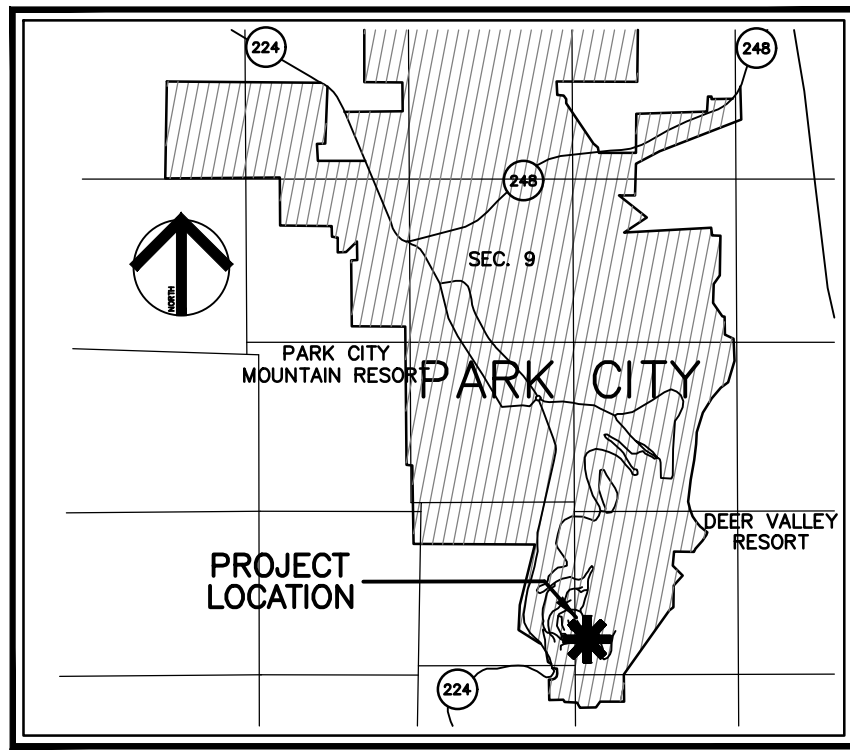
## CAR TURNOUT SILVER LAKE VILLAGE NO. 1

## MONT CERVIN PLAZA CONDO

### HATCHING LEGEND

- COMMON AREA
- LIMITED COMMON AREA
- PRIVATE AREA
- PEDESTRIAN AND SKIER CIRCULATION EASEMENT

### VICINITY MAP N.T.S.



### NOTES FROM ORIGINAL PLAT

- THIS RECORD OF SURVEY MAP WAS COMPILED FROM DRAWINGS PREPARED BY GARY FRANCIS, ARCHITECTS AND BY ALLEN AND PHILIP ARCHITECTS, INFORMATION SUPPLIED BY THE OWNER, AND FROM FIELD SURVEY AND MEASUREMENTS.
- THE MONUMENT LOCATING THE SOUTHWEST CORNER OF SECTION 22 WAS DESTROYED BY CONSTRUCTION ACTIVITIES, THE LEGAL TIE TO SAID CORNER IS BASED ON RECORD INFORMATION, THE ACTUAL MONUMENTS USED IN THIS SURVEY ARE THE STREET MONUMENTS INDICATED ON THIS MAP. USE COORDINATE INFORMATION SHOWN TO LOCATE THE IMPROVEMENTS.
- INTERIOR DIMENSIONS SHOWN ARE TO STUD WALLS.
- ALL STRUCTURAL ELEMENTS ARE DESIGNATED AS COMMON AREAS.
- THE STREET ADDRESS OF ROYAL PLAZA CONDOMINIUMS IS: 7620 ROYAL STREET EAST, UNIT NO. (201 AS EXAMPLE).

### ADDITIONAL NOTES

- LOCATED WITHIN: ROYAL PLAZA
- THIS PLAT REPRESENTS A COMBINATION OF UNITS 301 AND 309 OF "SECOND AMENDED RECORD OF SURVEY MAP ROYAL PLAZA" ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, RECORDATION NUMBER 891235.
- THIS PLAT CONVERTS LIMITED COMMON AREA TO PRIVATE AREA IN UNIT 301 AS SHOWN HEREON.
- ALL BEARINGS AND DISTANCES SHOWN ARE THE EQUIVALENT OF RECORD, UNLESS NOTED OTHERWISE.
- ALL OTHER CONDITIONS OF APPROVAL OF ROYAL PLAZA, RECORDED APRIL 4, 1991, AS ENTRY NO. 338594 IN THE SUMMIT COUNTY RECORDER'S OFFICE, SHALL CONTINUE TO APPLY.
- THE DIMENSIONS OF THE PRIVATE SPACES AND SQUARE FOOTAGE CALCULATIONS ARE BASED ON THE RECORD OF SURVEY MAP OF ROYAL PLAZA CONDOMINIUMS AND FROM MEASUREMENTS TAKEN BY EVERGREEN ENGINEERING. MINOR DISCREPANCIES MAY EXIST DUE TO EXISTING FURNITURE AND FIXTURES EXISTING IN THE UNITS AT THE TIME MEASUREMENTS WERE TAKEN.
- THE UNITS OF THIS CONDOMINIUM ARE SERVED BY A COMMON PRIVATE LATERAL WASTEWATER LINE. THE ROYAL PLAZA CONDOMINIUM ASSOCIATION SHALL BE RESPONSIBLE FOR THE OWNERSHIP, OPERATION AND MAINTENANCE OF ALL COMMON PRIVATE WASTEWATER LINES.
- ALL CONDITIONS OF APPROVAL OF THE DEER VALLEY MPD AND SILVER LAKE VILLAGE NO. 1 SUBDIVISION, PARCEL A PLAT, CONTINUE TO APPLY.
- THIS PLAT IS SUBJECT TO ORDINANCE 13-30, AS WELL AS ORDINANCE X-X.

### OWNERS DEDICATION AND CONSENT TO RECORD - H.O.A.

KNOW ALL MEN BY THESE PRESENT THAT THE ROYAL PLAZA CONDOMINIUM ASSOCIATION, A UTAH NON-PROFIT CORPORATION (THE "ASSOCIATION"), THE AUTHORIZED REPRESENTATIVE OF ALL OF THE UNIT OWNERS HOLDING AT LEAST A TWO-THIRDS OWNERSHIP INTEREST IN THE COMMON AREA AND FACILITIES OF THE PROJECT PURSUANT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS OF ROYAL PLAZA, CERTIFIES THAT IT HAS CAUSED THIS SURVEY TO BE MADE AND THIS LOT LINE ADJUSTMENT PLAT PREPARED. THE ASSOCIATION, ON BEHALF OF ALL OF THE UNIT OWNERS, DOES HEREBY CONSENT TO THE RECORDED OF THIS LOT LINE ADJUSTMENT PLAT, HEREAFTER TO BE KNOWN AS "ROYAL PLAZA, FOURTH AMENDED, COMBINING UNITS 301 & 309".

ROYAL PLAZA CONDOMINIUM ASSOCIATION  
A UTAH NON-PROFIT CORPORATION

BY: BRIAN VANDENBROEK, PRESIDENT

### ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ ) BRIAN VANDENBROEK, PRESIDENT  
COUNTY OF \_\_\_\_\_ ) ROYAL PLAZA CONDOMINIUM ASSOCIATION  
A UTAH NON-PROFIT CORPORATION

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, 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 PRESIDENT OF ROYAL PLAZA CONDOMINIUM ASSOCIATION, AND THAT SAID DOCUMENT WAS SIGNED BY HIM ON BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BYLAWS (OR RESOLUTION OF ITS BOARD OF DIRECTORS), AND SAID \_\_\_\_\_ ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

NOTARY PUBLIC  
MY COMMISSION EXPIRES: \_\_\_\_\_  
RESIDING IN \_\_\_\_\_ COUNTY, \_\_\_\_\_ STATE

### OWNERS DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, NIGEL G. BAIN AND NICOLA P. BAIN, AS JOINT TENANTS, ARE THE OWNERS OF THE HEREON DESCRIBED LOT, AND HEREBY CAUSE THE SAME TO BE ADJUSTED AS SET FORTH AND SHOWN HEREON, HEREAFTER TO BE KNOWN AS "ROYAL PLAZA, FOURTH AMENDED UNIT 301".

BY: NIGEL G. BAIN \_\_\_\_\_ DATE \_\_\_\_\_  
NICOLA P. BAIN \_\_\_\_\_ DATE \_\_\_\_\_

### ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ ) NIGEL G. BAIN  
COUNTY OF \_\_\_\_\_ )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, NIGEL G. BAIN, PERSONALLY APPEARED BEFORE ME, WHOSE IDENTITY IS PERSONALLY KNOWN TO ME OR PROVEN ON THE BASIS OF SATISFACTORY EVIDENCE, AND WHO BY ME DULY SWORN/AFFIRMED, THAT HE/SHE ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE "ROYAL PLAZA FOURTH AMENDED" PLAT.

NOTARY PUBLIC  
MY COMMISSION EXPIRES: \_\_\_\_\_  
RESIDING IN \_\_\_\_\_ COUNTY, \_\_\_\_\_ STATE

### ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ ) NICOLA P. BAIN  
COUNTY OF \_\_\_\_\_ )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, NICOLA P. BAIN, PERSONALLY APPEARED BEFORE ME, WHOSE IDENTITY IS PERSONALLY KNOWN TO ME OR PROVEN ON THE BASIS OF SATISFACTORY EVIDENCE, AND WHO BY ME DULY SWORN/AFFIRMED, THAT HE/SHE ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE "ROYAL PLAZA FOURTH AMENDED" PLAT.

NOTARY PUBLIC  
MY COMMISSION EXPIRES: \_\_\_\_\_  
RESIDING IN \_\_\_\_\_ COUNTY, \_\_\_\_\_ STATE

### LEGAL DESCRIPTION

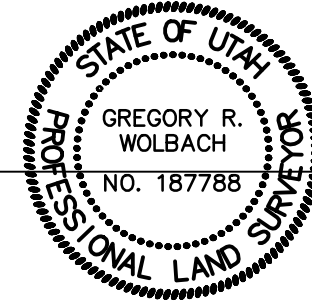
UNIT 301 & UNIT 309, ROYAL PLAZA, A UTAH CONDOMINIUM PROJECT; ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED FEBRUARY 1, 2010 AS ENTRY NO. 891235, OF THE OFFICIAL RECORDS IN THE OFFICE OF THE SUMMIT COUNTY RECORDER.

TOGETHER WITH A RIGHT AND EASEMENT OF USE AND ENJOYMENT IN AND TO THE COMMON AREAS AS DESCRIBED AND PROVIDED FOR IN SAID CONDOMINIUM PLAT AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS.

### SURVEYOR'S CERTIFICATE

I, GREGORY R. WOLBACH, OF PARK CITY, UTAH, CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 187788, AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH.  
I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE PERFORMED A SURVEY OF "UNIT 301 & UNIT 309" AND "COMMON AREA", AS SHOWN AND DESCRIBED HEREON, AND HAVE MADE A CONDOMINIUM PLAT, HEREAFTER TO BE KNOWN AS "ROYAL PLAZA, FOURTH AMENDED", AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND.  
I FURTHER CERTIFY THAT THIS LOT LINE ADJUSTMENT PLAT IS A CORRECT REPRESENTATION OF THE LAND SURVEYED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REGULATIONS OF THE LAW.

GREGORY R. WOLBACH



DATE:

SHEET 1 OF 1  
PLOT DATE: JULY 11, 2022  
DRAWING: 89301-309-PLAT.dwg  
© 2022 Evergreen Engineering, Inc.

**Evergreen  
Engineering, Inc.**

Civil Engineering \* Land Surveying \* Land Planning  
1678 S. Westwood Drive \* Suite C  
P.O. Box 2861 \* Park City \* Utah \* 84060  
Phone: 801.557.5482  
E-mail: office@evergreen-eng.com



### PUBLIC SAFETY ANSWERING POINT APPROVAL

APPROVED THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_ A.D. 20 \_\_\_\_.

SUMMIT COUNTY GIS COORDINATOR

### CITY ENGINEER

I FIND THIS PLAT TO BE IN CONFORMANCE  
WITH INFORMATION ON FILE IN THE OFFICE  
THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20 \_\_\_\_.

CITY ENGINEER

### SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE  
BASIN WATER RECLAMATION DISTRICT STANDARDS  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
AD 20 \_\_\_\_.

BY:

SNYDERVILLE BASIN WATER  
RECLAMATION DISTRICT

### PLANNING COMMISSION

RECOMMENDED BY THE PARK CITY PLANNING  
COMMISSION ON THIS 23rd  
DAY OF MARCH A.D. 20 22.

CHAIR

### APPROVAL AS TO FORM

APPROVED AS TO FORM ON THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_ A.D. 2022.

CITY ATTORNEY

### COUNCIL APPROVAL & ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK  
CITY COUNCIL THIS 28th DAY OF  
APRIL A.D. 20 22.

MAYOR

### CERTIFICATE OF ATTEST

I CERTIFY THIS WAS APPROVED BY PARK  
CITY COUNCIL THIS \_\_\_\_\_ DAY OF  
A.D. 2022.

CITY RECORDER

### RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED  
AT THE REQUEST OF \_\_\_\_\_

FEE \_\_\_\_\_ RECORDER \_\_\_\_\_

TIME: \_\_\_\_\_ DATE: \_\_\_\_\_ ENTRY: \_\_\_\_\_



## OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT, the undersigned representative of the herein described tract of land, hereby certifies that he has caused this survey to be made and this Second Amended Record of Survey Map to be prepared and consents to the recordation of this Second Amended Record of Survey Map.

In witness whereof, the undersigned set his hand this 16 day of November, 2009.

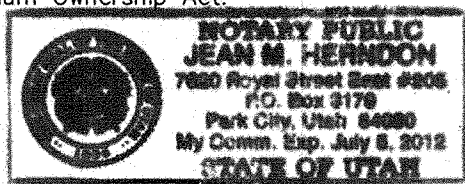
ROYAL PLAZA CONDOMINIUM ASSOCIATION  
By: Robert W. Wells  
Robert W. Wells, Secretary/Treasurer

## ACKNOWLEDGMENT

State of UTAH  
County of SUMMIT

On this 16 day of November, 2009, personally appeared before me, the undersigned Notary Public, in and for said County and State, Robert W. Wells, being duly sworn, acknowledged to me that he is the Secretary/Treasurer of the ROYAL PLAZA CONDOMINIUM ASSOCIATION, and that he signed the above Owner's Dedication and Consent to Record for, on, and in behalf of all of the unit owners at the ROYAL PLAZA Condominium Project acting as a group (under the name Royal Plaza Owners Association, Inc.) in accordance with the Utah Condominium Ownership Act.

Jean M. Herndon  
Notary Public  
Residing in: DAVIS Co. UT  
My commission expires: 7-5-2012



## OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that the undersigned owner of Units 301 and 309, ROYAL PLAZA, a Utah Condominium Project, hereby certifies that he has caused this survey to be made, and this Second Amended Record of Survey Map to be prepared and consents to the recordation of this Second Amended Record of Survey Map.

In witness whereof, the undersigned set his hand this 16 day of November, 2009.

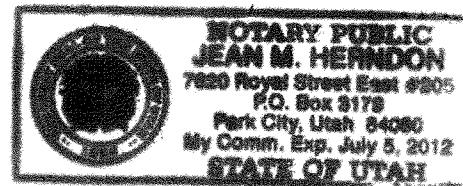
ROYAL STREET CORPORATION, a Washington corporation  
By: Gl Williams  
Gl Williams, President

## ACKNOWLEDGMENT

State of UTAH  
County of SUMMIT

On this 16 day of November, 2009, personally appeared before me, the undersigned Notary Public, in and for said county and state. Having been duly sworn, Gl Williams acknowledged to me that he is the President of ROYAL STREET CORPORATION, a Washington Corporation, owner of Unit 309, Royal Plaza, a Utah Condominium Project, and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

Jean M. Herndon  
A Notary Public commissioned in Utah  
JEAN M. HERNDON  
Printed Name  
Residing in: DAVIS Co. UT  
My commission expires: 7-5-2012



## OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that the undersigned owner of Unit 402, ROYAL PLAZA, a Utah Condominium Project, hereby certifies that he has caused this survey to be made, and this Second Amended Record of Survey Map to be prepared and consents to the recordation of this Second Amended Record of Survey Map.

In witness whereof, the undersigned set his hand this 16 day of November, 2009.

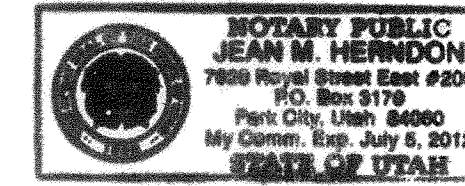
FIDUCIARY TRUST COMPANY and LESSING S. STERN, Trustees under Agreement of Trust of Edith S. Stern, dated July 6, 1953  
By: Lessing S. Stern  
Lessing S. Stern, Trustee

## ACKNOWLEDGMENT

State of UTAH  
County of SUMMIT

On this 16 day of November, 2009, personally appeared before me, the undersigned Notary Public, in and for said county and state. Having been duly sworn, Lessing S. Stern acknowledged to me that he is a Trustee of the Agreement of Trust of Edith S. Stern, dated July 6, 1953, and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

Jean M. Herndon  
A Notary Public commissioned in Utah  
JEAN M. HERNDON  
Printed Name  
Residing in: DAVIS Co. UT  
My commission expires: 7-5-2012



## SURVEYOR'S CERTIFICATE

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 154491 as prescribed by the laws of the State of Utah, and that by authority of the owners, I have caused to be made under my direction this Record of Survey map of the ROYAL PLAZA, a Utah Condominium Project, in accordance with the provisions of the Utah Condominium Ownership Act.

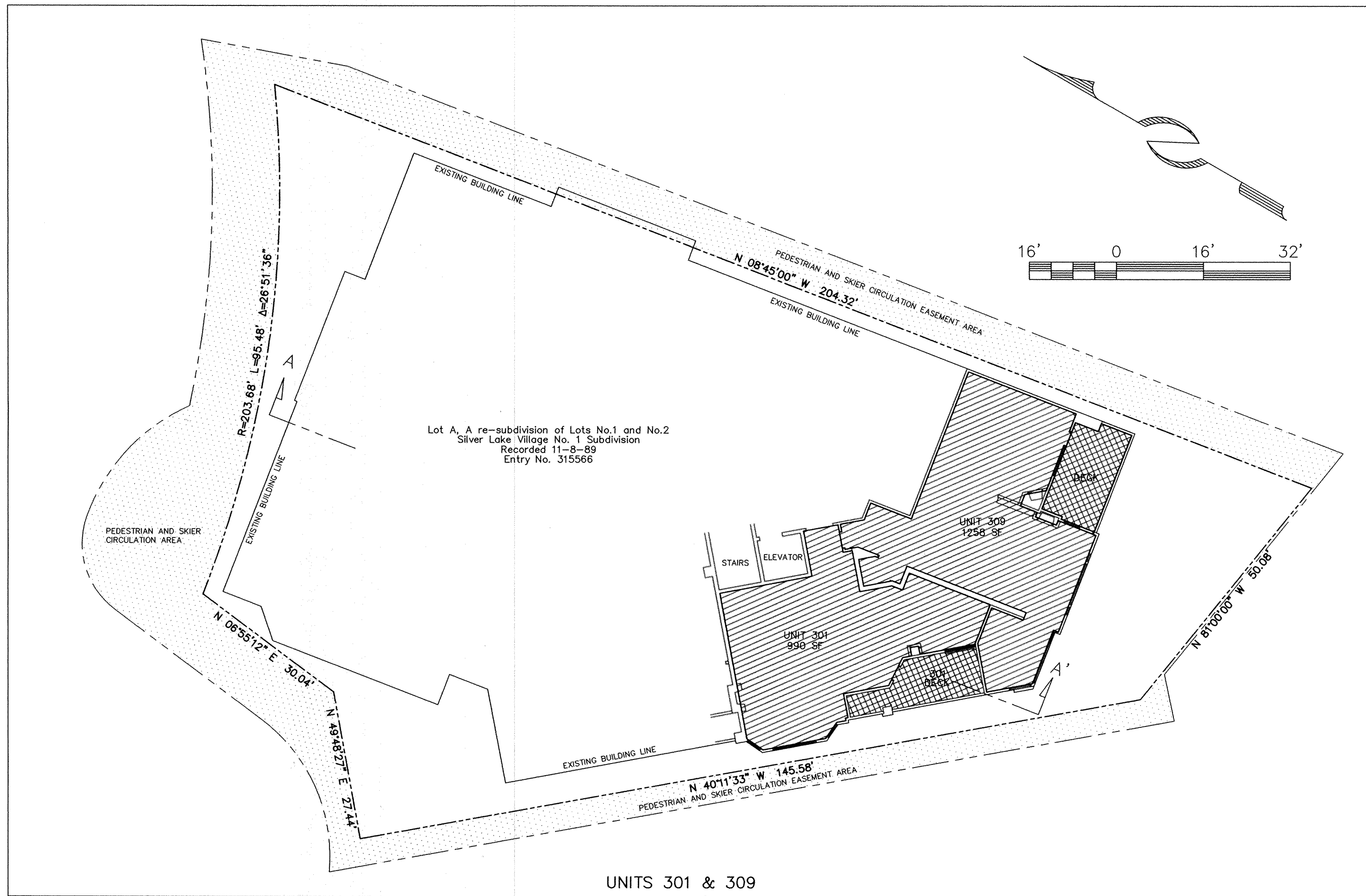
John Demkowicz  
Date Nov 11, 2009

## LEGAL DESCRIPTION

UNIT 301, ROYAL PLAZA, a Utah Condominium Project, together with its undivided appurtenant ownership interest in and to the common areas and facilities of the project, as the same are identified and established in the Record of Survey Map recorded April 4, 1991, as Entry No. 338594 and the Declaration of Condominium for Royal Plaza recorded April 4, 1991, as Entry No. 338595 in Book 601 at Page 788 of the official records, in the office of the Summit County Recorder.

UNIT 309, ROYAL PLAZA, a Utah Condominium Project, together with its undivided appurtenant ownership interest in and to the common areas and facilities of the project, as the same are identified and established in the Record of Survey Map recorded April 4, 1991, as Entry No. 338594 and the Declaration of Condominium for Royal Plaza recorded April 4, 1991, as Entry No. 338595 in Book 601 at Page 788 of the official records, in the office of the Summit County Recorder.

UNIT 402, ROYAL PLAZA, a Utah Condominium Project, together with its undivided appurtenant ownership interest in and to the common areas and facilities of the project, as the same are identified and established in the Record of Survey Map recorded April 4, 1991, as Entry No. 338594 and the Declaration of Condominium for Royal Plaza recorded April 4, 1991, as Entry No. 338595 in Book 601 at Page 788 of the official records, in the office of the Summit County Recorder.



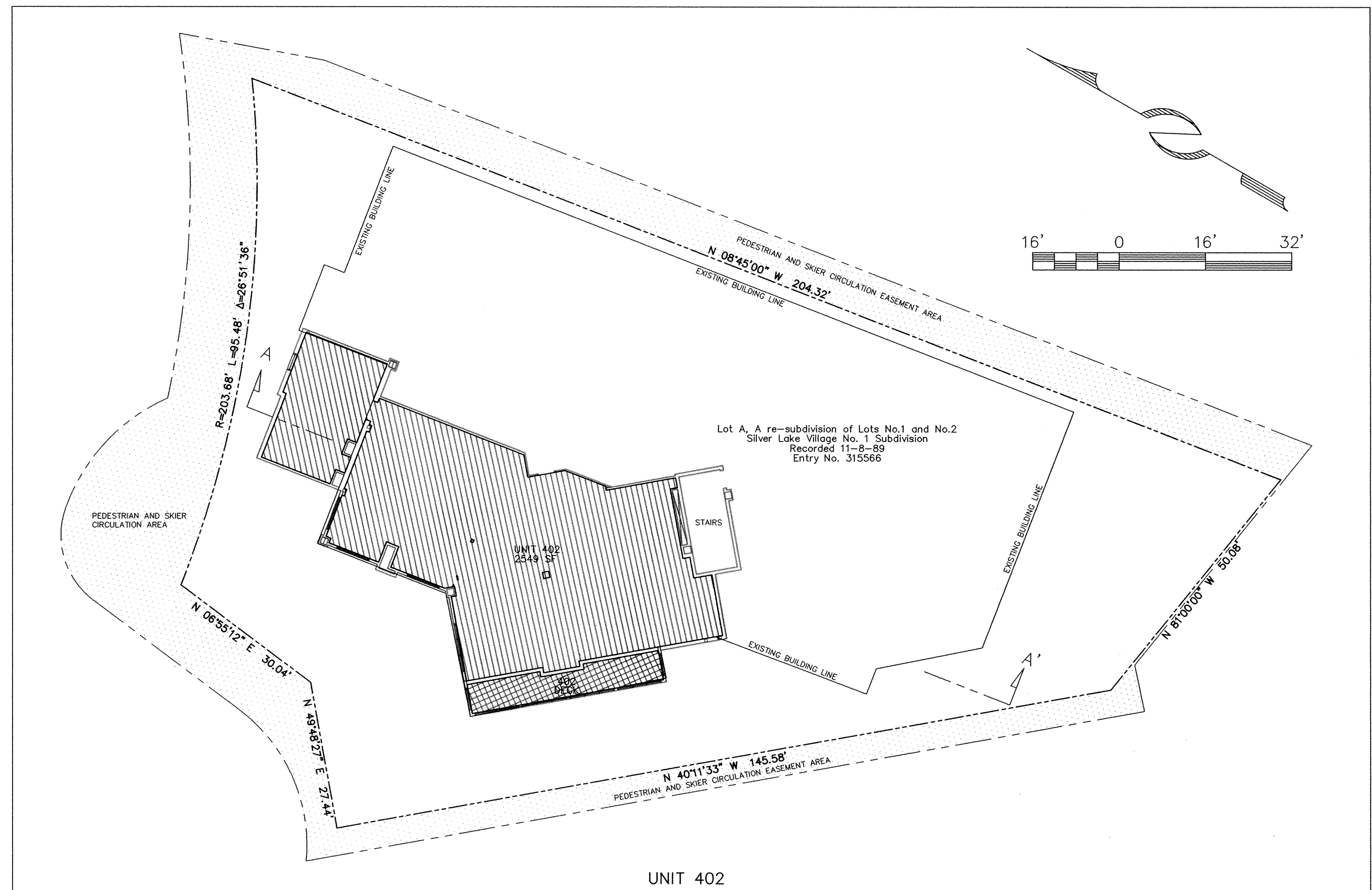
UNITS 301 &amp; 309

## LEGEND

	PRIVATE OWNERSHIP
	COMMON OWNERSHIP
	LIMITED COMMON OWNERSHIP
	PEDESTRIAN AND SKIER CIRCULATION EASEMENT

## NOTES

- This Second Amended Record of Survey Map reflects the changes of ownership of Units 301, 309 and 402, and except as shown on this Plat, no other changes to the Condominium Project are being made.
- All other conditions of approval of the ROYAL PLAZA Condominiums, recorded April 4, 1991, as Entry #338594 in the Summit County Records Office, shall remain intact.
- The dimensions of the private spaces and square footage calculations are based on the Record of Survey Map of ROYAL PLAZA Condominiums (see Note 1), and from drawings supplied by WPA Architecture. Minor variations may occur. It is the intent that the private ownership area of the units will be as constructed.
- All structural elements are designated as common areas.
- The street address of Royal Plaza Condominiums is: 7620 Royal Street East.
- Maintenance of all required elements of the fire protection plan, including residential fire sprinkler system shall be required.
- The units of this condominium are served by Common Private Lateral Wastewater Line. The Royal Plaza Condominium Association shall be responsible ownership, operation and maintenance of all Common Private Wastewater Lines.
- All conditions of approval of the Deer Valley MPD, Silver Lake Village No. 1 Subdivision Parcel A, and Royal Plaza condominium record of survey plat, as amended shall continue to apply.



UNIT 402

SECOND AMENDED  
RECORD OF SURVEY MAP  
ROYAL PLAZA

A UTAH CONDOMINIUM PROJECT  
LOCATED IN SE 1/4 OF SECTION 8 & SW 1/4 OF SECTION 9  
T2S, R4E, SLB & M

SHEET 1 OF 2

10/27/09 JOB NO.: 1-4-09 FILE: X:\SilverLakeVillage\dwg\sr\plat\plat2009\010409.dwg

## SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS 16th

DAY OF November, 2009 A.D.

BY B. D. D.  
S.B.W.R.D.

## PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 12th DAY OF AUGUST, 2009 A.D.

BY Chairman  
CHAIRMAN

## ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE ACCORDANCE WITH INFORMATION FILE IN MY OFFICE THIS 16th DAY OF NOVEMBER, 2009 A.D.

BY Engineer  
PARK CITY ENGINEER

## APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 27th

DAY OF January, 2010 A.D.

BY Attorney  
PARK CITY ATTORNEY

## CERTIFICATE OF ATTEST

I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 3rd DAY OF SEPTEMBER, 2009 A.D.

BY Recorder  
PARK CITY RECORDER

## COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 3rd DAY OF SEPTEMBER, 2009 A.D.

BY Mayor  
MAYOR

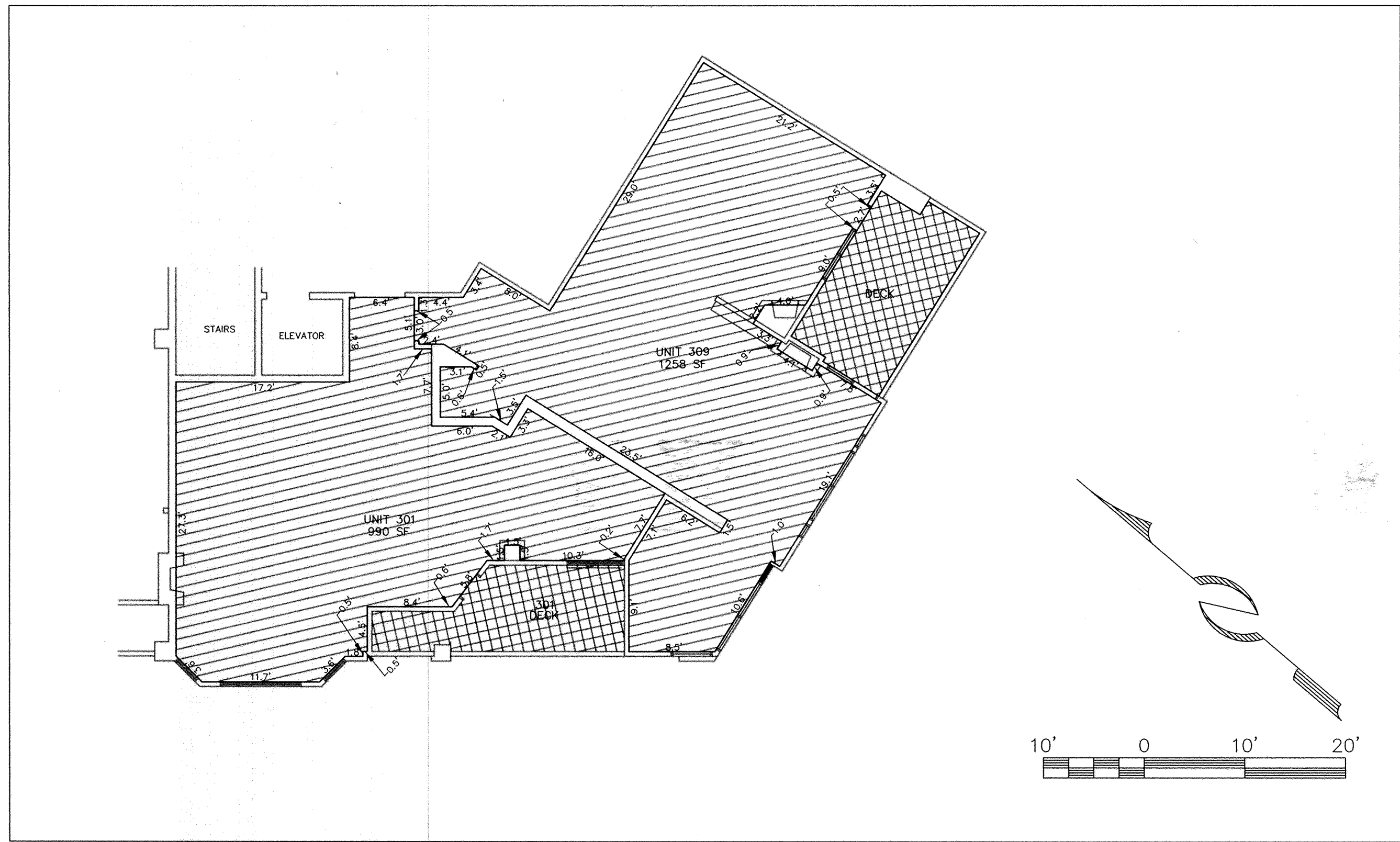
## # 891235 RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF High Country Title

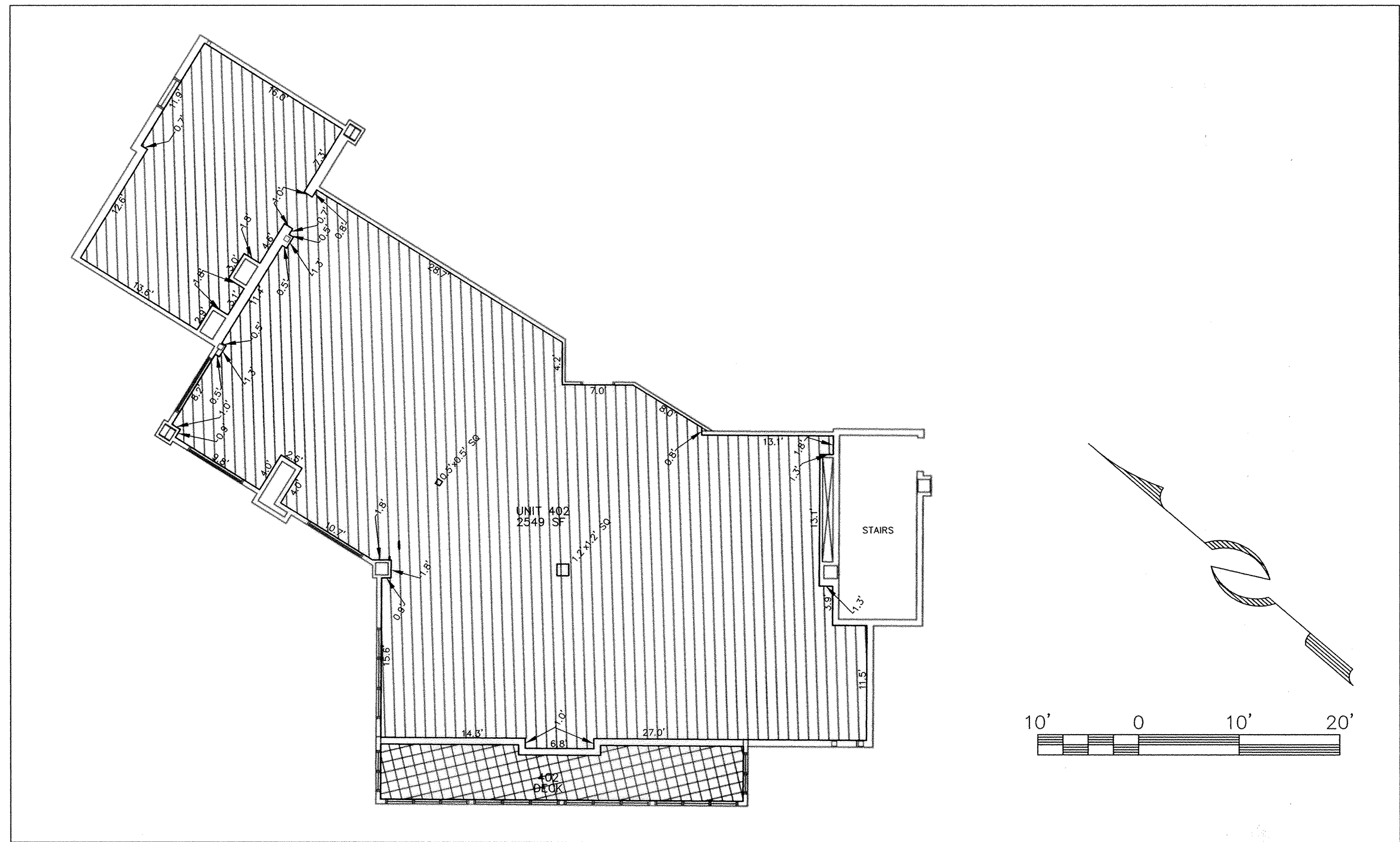
DATE 2-1-10 TIME 11:14 AM BOOK --- PAGE ---

FEE \$63.00  
RECORDER Deborah A. Bower, Deputy

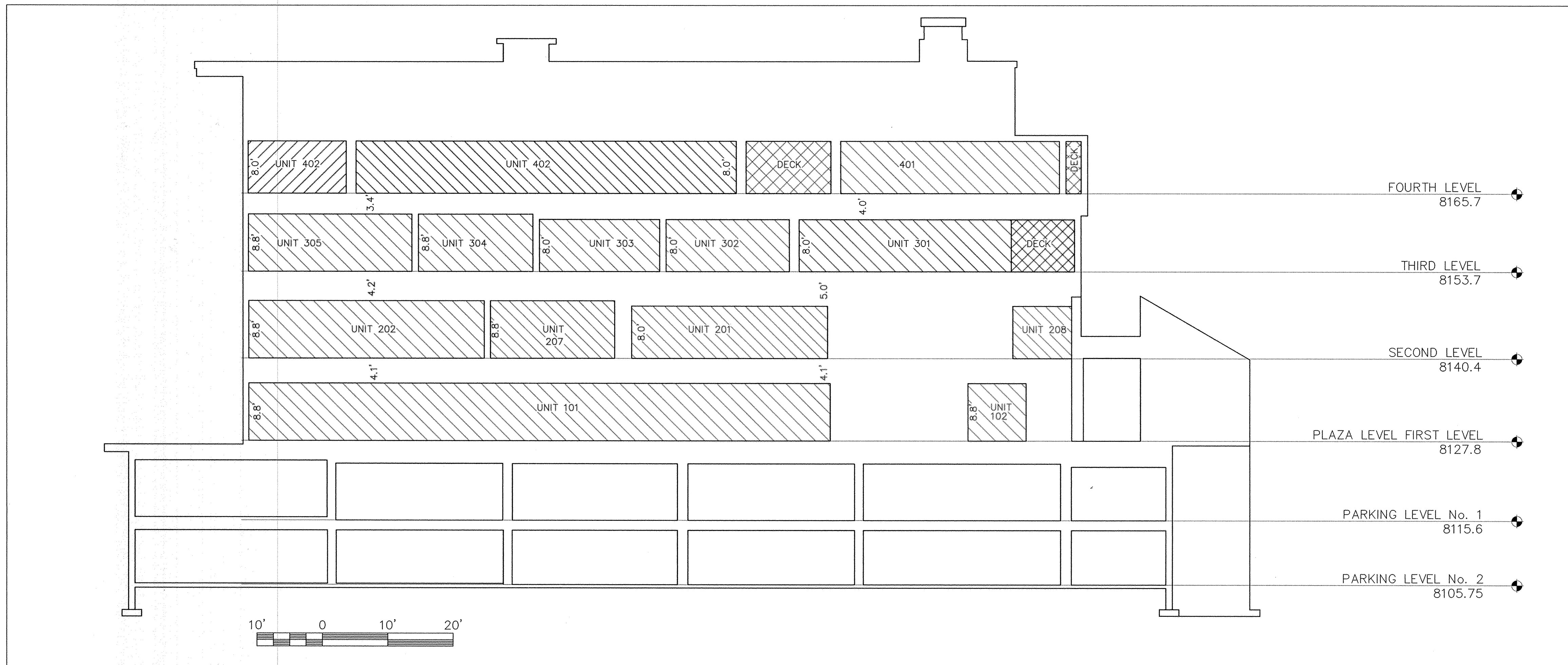




UNITS 301 & 309



UNIT 402



BUILDING SECTION A-A'

- LEGEND
- PRIVATE OWNERSHIP
  - COMMON OWNERSHIP
  - LIMITED COMMON OWNERSHIP
  - PEDESTRIAN AND SKIER CIRCULATION EASEMENT

SECOND AMENDED  
RECORD OF SURVEY MAP  
**ROYAL PLAZA**

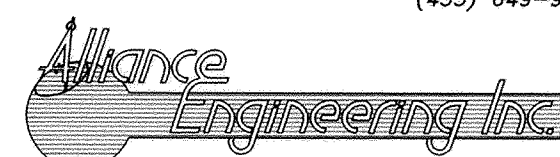
A UTAH CONDOMINIUM PROJECT  
LOCATED IN SE 1/4 OF SECTION 8 & SW 1/4 OF SECTION 9  
T2S, R4E, SLB & M

SHEET 2 OF 2

11/09/09 JOB NO.: 1-4-09 FILE: X:\SilverLakeVillage\dwg\sr\plat\plat2009\010409.dwg

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED  
AT THE CLERK'S OFFICE OF  
DATE **02/01/2010** 11:14:46 AM BY: 2019 P: 0940  
**ENTRY NO. 00891235**  
PLAT PAGE 1/1  
63.00 BY HIGH COUNTRY TITLE  
FEE 63.00 BY HIGH COUNTRY TITLE



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

August 9, 2022

Gretchen Milliken, Planning Director  
Rebecca Ward, Assistant Planning Director  
Park City Planning Department  
Park City Municipal Corporation  
P.O. Box 1480  
445 Marsac Avenue  
Park City, UT 84060

**Re: Plat Amendment/Condominium Combination Unit #309**

Dear Gretchen and Rebecca:

Please find attached a Condominium Combination Plat Amendment for Royal Plaza Condominiums Units #301 and #309. The proposal is to combine the two Units into one Unit and officially refer to the combined Unit as Unit #309. The reason for combining the Units is to allow legal access to the combined Unit. In the 2010 Plat Amendment there was a change to the entrance alcove giving ownership of the entrance alcove to Unit #301 and leaving no legal access to Unit #309. This entrance alcove is not large enough to make two entrances. Therefore, by combining the Units, the access problem resulting from the 2010 Plat Amendment will be corrected. Once combined, the Units will connect internally. According to the existing Royal Plaza Plat, Unit #301 has 990 square feet and Unit #309 has 1,258 square feet for a combined total of 2,248 square feet. However, as is common with some of the older Park City condominium plats, the actual square footages and the Plat square footages are not identical.

The proposed combined Unit #309 has 2,304 square feet for a difference of 56 square feet. There are 64 square feet of common space located in the adjoining walls that would be converted to private space. In addition, there is a 24-square foot area that was identified as "Limited Common" space on the Plat as a deck, which was built into a bedroom back in 1991 when the building was constructed (please see Exhibit A). This similar Limited Common space is also enclosed as a bedroom in the same manner in Unit #401, which is located directly above Unit #301. Clearly, the construction in 1991 did not precisely reflect the Plat. The result is that the 24 square feet incorporated in the bedroom has been effectively private ownership for 41 years. Part of the request for this Plat Amendment would be to clarify this discrepancy and incorporate such 24 square feet into the ownership of the combined Unit.

Interestingly, there are many discrepancies between the Plat and the Units as they were constructed. The original square footage in 1991 of Units #301 and #309 was 2,098 square feet. In 2009, in the Third Amendment to the Declaration of Condominium for Royal Plaza (Entry #00891236, attached as Exhibit B) 150 square feet of Limited Common Area was added to Unit



Gretchen Milliken, Planning Director  
August 9, 2022  
Page Two

#309. According to the Third Amendment, the total amended square footage for Units #301 and #309 was 2,248 square feet.

In the current proposal, the addition of the common interior wall space (64 square feet) and the limited common deck space (24 square feet) should result in a total of 2,336 square feet of private space. However, the Unit was recently surveyed, and it has only 2,304 square feet. The difference between the square footage shown on the Plat and the actual surveyed square footage is 48 square feet. As was common in the 1990s, what was built and what was platted do not match up very gracefully. The purpose of this Plat Amendment, in addition to joining the two Units together, would be to correct the existing Plat and have it reflect the reality of a 40-year-old building.

There is no additional floor space being added to the Units or the Building. The change in numbers is the direct consequence of:

1. Measuring and including more accurately what was actually built, and
2. Changing the interior walls that now separate the two Units from "common space," into "private space."

The only change that would materially affect the other Unit owners within Royal Plaza is a slight change in Undivided Interests of the Units in Royal Plaza. If the proposal is approved by the City, combined Unit #309 would have a total of 2,304 square feet of private space. Accordingly, the total square footage would increase slightly, and consequently the Undivided Interest for Unit #309 would increase slightly, and the other Units within Royal Plaza would have their Undivided Interests decrease slightly. The desired result would be to correct a 40-year-old error.

At the July 20, 2022 Royal Plaza Homeowner's Association meeting, the Members voted unanimously to approve the combination of Units #301 and #309 into one Unit. Attached is a letter from the HOA which acknowledges this. There is no objection from the immediate neighbors, and the situation as described has been in place for almost 40 years. Our proposal combines the two Units and matches the Plat to the existing reality. We deeply appreciate the Staff's and the Commission's consideration of this proposal, and we are available to answer any questions or concerns whatsoever that you may have.

Sincerely,



Rory Murphy  
Real Estate Advisor to the Bain Family  
435-640-5068  
paladinparkcity@aol.com





WHEN RECORDED RETURN TO:

Robert W. Wells  
 Royal Plaza Condominium Association  
 P. O. Box 3179  
 Park City, Utah 84060

**ENTRY NO. 00891236**

02/01/2010 11:14:46 AM B: 2019 P: 0941

Declaration PAGE 1/4

ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE 42.00 BY HIGH COUNTRY TITLE



THIRD AMENDMENT  
 TO  
 DECLARATION OF CONDOMINIUM  
 FOR  
ROYAL PLAZA

A CONDOMINIUM PROJECT

PARK CITY  
 SUMMIT COUNTY, UTAH

THIS THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM FOR ROYAL PLAZA A CONDOMINIUM PROJECT (hereinafter referred to as the "Second Amendment") is made this 6th day of November, 2009 by the ROYAL PLAZA OWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association"):

WITNESSETH:

WHEREAS, on April 4, 1991, a document entitled Declaration of Condominium for Royal Plaza a Condominium Project was recorded as Entry No. 338595 in Book 601, beginning at Page 788, in the official records of the Summit County Recorder (the "Original Declaration"), the First Amendment to said Declaration was recorded on August 8, 1997 as Entry No. 484070 in Book 1065, Pages 533 to 536, in the official records of the Summit County Recorder and the Second Amendment to said Declaration was recorded on March 19, 2003 as Entry No. 651655 in Book 1519, Pages 1141-1144 (the First and Second Amendments together with the Original Declaration and all subsequent amendments thereto, the "Declaration").

WHEREAS, The Record of Survey Map for the Royal Plaza Condominiums (referred to below as the "Map") was recorded on the 4<sup>th</sup> day of April, 1991 as Entry No. 338594, in the office of the Summit County Recorder and an Amendment to said Map was recorded on the 30<sup>th</sup> day of April, 2003 as Entry No. 656508, in the office of the Summit County Recorder.

WHEREAS, ARTICLE XIV, Section 14.05 of the Declaration allows for Amendment of the Declaration by "Owners holding at least sixty percent (60%) of the total votes in the Association..."; and

WHEREAS, on the 2nd day of April, 2009, by a duly noticed Special Meeting of the Association, Owners holding 100% of the total votes in the Association, either in person or by duly executed proxy, authorized and directed this Third Amendment to be signed and recorded by Robert W. Wells, as a member of the Board of Trustees, and on behalf of the Association, said Third Amendment to (a) effectively re-characterize approximately 425 square feet of Common Area immediately adjacent to Unit 402 as an appurtenant addition to Unit 402, (b) effectively re-characterize approximately 130 square feet of Limited Common Area appurtenant to Unit 402 as an appurtenant addition to Unit 402, and (c) effectively re-characterize approximately 150 square feet of existing Limited Common Area as an addition to Unit 309; and

WHEREAS, this Third Amendment is intended to apply to and be binding upon all units of the Royal Plaza Condominiums;

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. The Association has determined that it is in the mutual best interest of the Association and the Owners of Units 402 and 309 to permanently re-characterize (a) approximately 425 square feet of Common Area immediately adjacent to Unit 402 as an appurtenant addition to Unit 402, (b) approximately 130 square feet of Limited Common Area appurtenant to Unit 402 as an appurtenant addition to Unit 402, and (c) approximately 150 square feet of existing Limited Common Area as an addition to Unit 309; for the use, enjoyment, and benefit of the Owners of said Units 402 and 309, subject only to the provisions of the Declaration as amended. To that end, Exhibit A of the Declaration is hereby amended and replaced with Exhibit A attached hereto in order to account for the increase in the total square footage of Units from 31,343 square feet to 32,048 square feet. The Owners of Units 402 and 309 retain all permission previously granted by the Association to enclose or build out the additional spaces subject to obtaining appropriate building permits from Park City Municipal Corporation.

2. The definition of "Map" as set forth in ARTICLE I, Section 1.13, is also hereby amended so as to include the change set forth above. An appropriate amendment to the Map shall subsequently be prepared and recorded at the sole expense of the Owners of Units 309 and 402 to accurately reflect the change set forth above.




3. This Third Amendment is intended to run with the land, and the provisions hereof, shall accrue to the benefit of the Owners of Units 402 and 309, and their heirs, successors and assigns. The provisions of the Third Amendment shall likewise be binding upon the Association, its members, and all Units located in the Royal Plaza Condominiums. The Association agrees to execute any further instruments necessary to effect the changes set forth above.

IN WITNESS WHEREOF, the undersigned Association hereby consents to and adopts this Third Amendment as evidenced by its signature below as of the date first above written.

ROYAL PLAZA OWNERS ASSOCIATION, INC.

by:

  
Robert W. Wells, Secretary/Treasurer

STATE OF UTAH

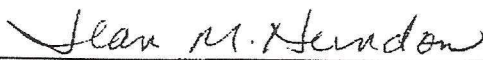
)

ss.

COUNTY OF SUMMIT

)

On the 6th day of November, 2009, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared Robert W. Wells, known to me to be the Secretary/Treasurer of Royal Plaza Owners Association, Inc., who executed the within instrument on behalf of the Royal Plaza Owners Association, and acknowledged to me that he executed the same.

  
Notary Public  
Residing at: Davis Co. UT  
Commission Expires: 7-5-2012



**EXHIBIT A****ATTACHED TO DECLARATION OF CONDOMINIUM  
FOR ROYAL PLAZA**

<b>UNIT NO.</b>	<b>SQUARE FEET</b>	<b>UNDIVIDED INTEREST IN COMMON AREAS</b>	<b>NUMBER OF VOTES</b>
101	3903	12.179%	121789
102	357	1.114%	11140
103	1406	4.387%	43869
104	1573	4.908%	49079
105	1560	4.868%	48679
201	1806	5.635%	56349
202	1003	3.130%	31300
203	377	1.176%	11760
204	742	2.315%	23150
205	2827	8.821%	88209
206	773	2.412%	24120
207	422	1.317%	13170
208	56	0.175%	1750
301	990	3.089%	30890
302	848	2.646%	26460
303	855	2.668%	26680
304	829	2.587%	25870
305	869	2.712%	27120
306	1357	4.234%	42339
307	731	2.281%	22810
308	732	2.284%	22840
309	1258	3.925%	39249
401	2124	6.628%	66280
402	2549	7.954%	79539
403	1359	4.241%	42409
404	742	2.315%	23150
<b>TOTALS</b>	<b>32048</b>	<b>100.00%</b>	<b>1000000</b>





Dear City of Park City & Nigel and Nicola Bain

The board of trustees have met and unanimously voted to allow the Bains to combine units #301 & #309 into one unit.

Thank you,

Brian VandenBroek  
Board President

## **Council Agenda Item Report**

Meeting Date: November 17, 2022

Submitted by: Michelle Kellogg

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section: NEW BUSINESS

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### **Subject:**

Consideration to Approve an Interlocal Cooperation Agreement between Wasatch County and Park City Municipal Corporation for the Purposes of Increasing Collaboration and Efficiency of Resources Regarding Public Safety and Enforcement Services in the St. Regis Wasatch and Bonanza Flat Conservation Areas

(A) Public Input (B) Action

### **Suggested Action:**

### **Attachments:**

[Public Safety Interlocal Agreement Staff Report](#)

[Exhibit A: Wasatch County and Park City Public Safety Interlocal Agreement](#)

## City Council Staff Report



**Subject:** Interlocal Cooperation Agreement Between Wasatch County and Park City Municipal Corporation for Law Enforcement Services  
**Author:** Chief Wade Carpenter & Heinrich Deters  
**Department:** Police & Trails/Open Space  
**Date:** November 17, 2022  
**Type of Item:** New Business

### Recommendation

Consideration to approve an Interlocal Cooperation Agreement between Wasatch County (WC) and Park City Municipal Corporation (PCMC) for the purposes of increasing collaboration and efficiency of resources regarding public safety and enforcement services at the St. Regis, and Wasatch and Bonanza Flat Conservation Areas. (Exhibit A)

### Executive Summary

The Utah State legislature encourages local governments to work collaboratively for the greater welfare and has adopted legislation to support this premise. Specifically, [Utah Code Section 11-13-101 et seq.](#), known as the 'Interlocal Cooperation Act' (ICA) is intended:

- 1) *to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and under forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and*
- 2) *to provide the benefit of economy of scale, economic development, and utilization of natural resources for the overall promotion of the general welfare of the state.*

Pursuant to the ICA, any two or more public agencies may enter into an agreement with one another to provide joint or cooperative law enforcement services between or among public agencies that are each authorized by law to provide those services. As such, PCMC has numerous agreements with jurisdictional partners, including Summit County, the Park City Fire District, Basin Recreation, Weber Basin Water Conservancy, and the Park City School District.

[On December 17, 1998](#), as part of the overall 1999 Deer Crest Annexation into Park City (resulting in a portion of the St. Regis Hotel remaining in Wasatch County), PCMC and WC entered into an interlocal agreement outlining certain governmental services in the 'St. Regis Wasatch' area. The agreement, however, did not sufficiently detail

protocols associated with ancillary issues, including emergency dispatch services, jailing jurisdictional procedures, prosecution responsibility, and judicial services.

On June 15, 2017, PCMC acquired the Bonanza Flat Conservation Area (BFCA), which consists of approximately 1,500 acres located in Wasatch County. The acquisition initiated a multi-year planning and collaboration process between PCMC and WC, including:

- June 19, 2019, [Bonanza Flat Development Agreement](#) for the implementation of trails and trailheads;
- January 30, 2020, PCMC and Utah Open Lands recorded the [Bonanza Flat Conservation Easement](#) and [Adaptive Management Plan](#); and
- June 21, 2022, [Parking Enforcement Agreement](#), which terminated November 1, 2022.

The proposed ICA will cure outstanding ancillary issues created by the Deer Crest Interlocal Agreement and provide joint or cooperative law enforcement services between Wasatch County and PCMC in the BFCA.

## **Analysis**

The Wasatch County Sheriff's Office (WCSO) and the Park City Police Department (PCPD) have a long history of working together and find it is in the best interests of both jurisdictions to clarify how law enforcement strategies and related monitoring and control functions are performed in the BFCA & St. Regis Wasatch. Specifically:

- Both agencies experienced significant impacts by the increased use of the BFCA;
- The ILA will address parking, misdemeanors, and felony offenses;
- The ILA acts as a force multiplier during busy weekends and holidays; and
- The ILA will enhance efficiency and ensure mutual aid for both entities.

## **Obligations of Park City Police Department**

- Park City will provide Wasatch County access to select Park City radio talk groups and respond to assist with calls for law enforcement service within Wasatch County;
- PCPD will handle a call for service, or investigate a case in limited areas of Wasatch County, and provide the Dispatch Center with the disposition of the case;
  - The City officer responsible for the case will author a complete and prompt incident report and promptly submit to WCSO to enter into Spillman (dispatch/case tracking software platform).
  - Park City will also make law enforcement records and City police officers available as reasonably needed to aid in the prosecution of Wasatch County cases and allow County deputies authority to enforce the provisions of the Park City Code and Utah Code in Park City.

### **Obligations of Wasatch County**

- Wasatch County will provide dispatching services within the County, which includes sending Park City police units to 911 or administrative calls within the County and arranging for tow trucks;
- Wasatch County will provide access to select Wasatch County radio talk groups, provide jail services for cases and prisoners booked by City officers or other agencies for matters under County jurisdiction, respond to assist calls for law enforcement within Park City if requested to do so;
- Wasatch County will author a complete and prompt incident report and promptly submit to Park City to enter into Park City's Spillman system and make law enforcement records and County deputies available as reasonably needed to aid in prosecution; and
- Wasatch County will allow City officers authority to enforce the provisions of the Wasatch County Code and Utah Code within Wasatch County.

### **Mutual Obligations of the Park City Police Department and Wasatch County**

- Both parties will coordinate and communicate to determine whether the responding party has available resources;
- When asked to assist, each party will bear its costs;
- All resources, manpower, and equipment shall be returned to the responding agency when no longer needed or in use;
- Wasatch County Justice Court has jurisdiction over all B and C misdemeanors and infractions; and
- Fourth District Juvenile Court and District Court in Wasatch County will have jurisdiction over juvenile charges, class A misdemeanors and felonies.

### **Bonanza Flat Conservation Area**

The section of the interlocal cooperation agreement dedicated to the BFCA mirrors and supersedes the agreement that was in place over the summer of 2022 without a termination date. It provides the ability of PCMC to provide parking enforcement within the Wasatch County rights of way in BFCA, specifically:

- PCMC provides enforcement, while citation appeals are subject to the Wasatch County Manager;
- PCMC retains revenue associated with citations to fund the law and code enforcement costs; and
- The agreement stipulates that PCMC does not have the authority to independently place additional 'No Parking' signs within the right of way within Wasatch County.

**Funding:**

Existing funding associated with the FY 2023 Budget is sufficient to enable obligations as identified in the agreement. PCMC will continue to evaluate possible levels of service increases and address through the future budgeting process.

**Exhibits-**

Exhibit A: Interlocal Cooperation Agreement

INTERLOCAL COOPERATION AGREEMENT  
BETWEEN WASATCH COUNTY AND  
PARK CITY MUNICIPAL CORPORATION  
FOR LAW ENFORCEMENT SERVICES

I. PARTIES

This Interlocal Cooperation Agreement is made and entered into by and between Wasatch County ("the County"), a political subdivision of the State of Utah, whose address is 25 North Main Street, Heber City, Utah, 84032 and Park City Municipal Corporation ("the City" or "PCMC"), also a political subdivision of the State of Utah, whose address is 445 Marsac Ave, Park City, Utah 84060.

II. RECITALS

**WITNESSETH**

**WHEREAS** the parties hereto, by and through their respective law enforcement offices (the Wasatch County Sheriff's Office, or WCSO, and the Park City Police Department, or PCPD) each have the authority and jurisdiction conferred by the laws of the State of Utah to perform law enforcement activities within their respective geographical jurisdictions; and

**WHEREAS** the County and the City share certain boundaries and have common jurisdictional interests; and

**WHEREAS** the parties desire to enter into an Agreement whereby the parties will assist each other in providing response services and equipment when, if and as needed or requested; and

**WHEREAS** the Utah Code, Title 11 provides law enforcement entities the ability to enter into an agreement wherein they may clarify the exercise of power or powers, privileges, or authority existing under Utah law; and

**WHEREAS** the City owns property known as the Bonanza Flat Conservation Area (BFCA) which is located within Wasatch County, and is not in the City's jurisdiction; and

**WHEREAS** City owns the BFCA and has granted an easement to Utah Open Lands for conservation and recreational purposes; and

**WHEREAS** the parties believe it is in the best interests of the County and the City to clarify how law enforcement and related monitoring and control functions will be performed in the BFCA; and

**WHEREAS**, in 1999 Deer Crest was annexed into Park City, as shown in Entry #218580 in the records of the Wasatch County Recorder, resulting in a portion of Deer Crest being in both Park City and Wasatch County (the "St. Regis Wasatch"); and

**WHEREAS**, the County and the City, among others, entered into an Interlocal Agreement dated December 17, 1998 ("1998 Interlocal") which addresses certain governmental services in St. Regis Wasatch; but which did not detail dispatch, jail, prosecution, or court services; and

**WHEREAS**, the parties believe it is in the best interests of the County and the City to clarify how dispatch functions, jail, prosecution, and court services will be performed for St. Regis Wasatch, without superseding or replacing the 1998 Interlocal; and

**WHEREAS** the parties believe it is in the best interests of each and all of their citizens and the community that this agreement be reached to help protect the health, safety, and welfare of all.

**NOW, THEREFORE IN CONSIDERATION OF THE FULFILLMENT OF THE MUTUAL PROMISES, TERMS AND CONDITIONS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:**

**III. PURPOSE**

The purpose of this Interlocal Cooperation Agreement is to permit joint or cooperative action between the City and the County and to establish the terms and conditions under which the Wasatch County Sheriff's Office; Attorney's Office; Justice Court; Information Systems Department and the City, including the PCPD, will provide law enforcement, prosecution, and court services, together in their respective jurisdictions, including in the BFCA and in St. Regis Wasatch.

**IV. DEFINITIONS**

- A. Agreement – This Interlocal Cooperation Agreement.
- B. Bonanza Flats Conservation Area (BFCA) – The property listed in Exhibit A.
- C. Chief - Refers to the Chief of the City Police Department, including his/her designee.
- D. St. Regis Wasatch – The Deer Crest properties annexed into City, and as recorded in the records of the Wasatch County Recorder as entry # 218581 on October 12, 1999. The layout of St. Regis Wasatch in Exhibit B is attached only for general reference purposes.
- E. Sheriff - Refers to the Sheriff of Wasatch County, including his/her designee.
- F. Spillman – The information technology software used for tracking law enforcement services in Wasatch County, Summit County and PCMC.

**V. TERM**

This Agreement is effective upon date last signed and executed by the duly authorized representatives of the County and the City. This Agreement may be terminated, without cause, by either party upon 30 days written notice, which notice shall be delivered by hand, or certified mail to the addresses listed above, or by an electronic delivery of notice to the Sheriff or Chief. Electronic delivery must be acknowledged by a non-automated response to serve as notice.



## VI. OBLIGATIONS OF PARK CITY

Park City will and hereby:

- A. If requested by the County on a case-by-case basis, respond to assist with calls for law enforcement service within Wasatch County;
- B. If requested by the County on a case-by-case basis, handle a call for service, or investigate a case in the County, and provide the Wasatch County dispatch center with a disposition of the case. In addition, the PCPD will advise the County of any intelligence, officer safety or other information concerning patrol actions within Wasatch County. The PCPD officer responsible for the case will author a complete and prompt incident report on the matter, and promptly submit that report to WCSO to be entered into Spillman;
- C. Make law enforcement records and PCPD officers available as reasonably needed to aid in the prosecution of cases in which the PCPD was asked to handle a call for service or to investigate a case in Wasatch County; and
- D. The City authorizes and hereby grants WCSO deputies authority to enforce the provisions of the Municipal Code of Park City and Utah Code in Park City, in accordance with this Agreement.
- E. Any persons who are booked or incarcerated by PCPD officers for offenses committed in Wasatch County shall be booked and incarcerated in the Wasatch County Jail, unless otherwise agreed by both parties on a case-by-case basis.

## VII. OBLIGATIONS OF WASATCH COUNTY

The Sheriff's Office will and hereby:

- A. Provide dispatching services within the County, which includes sending PCPD police units to 911 or administrative calls within the County if requested by the County, and to arrange for tow trucks as part of the Sheriff's rotation;
- B. Provide jail services, including inmate processing, and booking and holding of prisoners for cases and for prisoners booked by PCPD officers for matters under County jurisdiction. City will present their arrestees to the Wasatch County jail with the understanding that jail personnel have the authority to refuse to accept arrestees when certain circumstances exist (i.e., significant health concerns exist, especially those emergent in nature or untreated). Moreover, PCPD officers will work to be judicious in their use of Wasatch County jail facilities, especially if/when informed by the jail of overcrowding or limited resources;
- C. Any persons who are booked or incarcerated by the County deputies for offenses committed

in Summit County shall be booked and incarcerated in the Summit County Jail, unless otherwise agreed by both parties on a case-by-case basis.

- D. If requested by City on a case by case basis, respond to assist with calls for law enforcement service within Park City;
- E. If requested by the City on a case-by-case basis, handle a call for service, or investigate a case in Park City, and provide the Summit County dispatch center with a disposition of the case. In addition, the WCSO will advise the City of any intelligence, officer safety or other information concerning patrol actions within Park City. The WCSO deputy responsible for the case will author a complete and prompt incident report on the matter, and promptly submit that report to the PCPD to be entered into Spillman
- F. Make law enforcement records and WCSO deputies available as reasonably needed to aid in the prosecution of cases in which they were asked to handle a call for service or investigate a case in Park City; and
- G. The County authorizes and hereby grants PCPD officers authority to enforce provisions of the Wasatch County Code and Utah Code within Wasatch County in accordance with this Agreement.

## VIII. MUTUAL OBLIGATIONS

The WCSO and PCPD shall:

- A. Subject to the requirements of Sections VI(a) and VII(d), then determine whether a requested responding party has available resources, and if it will respond, which determination shall be made by the responding party in its sole discretion;
- B. When one party is asked to assist the other, each party will bear its own costs;
- C. Work under the general direction and supervision of their own employers, even when responding to or assisting the other agency, or when assuming responsibility for any cases originating out of the jurisdiction of the other party. With that said, specific, time-sensitive directions for the mission may be given by the appropriate officers or personnel, regardless of the agency, if the agency has been asked to assist outside of its jurisdiction. In addition, if a joint task force (i.e., Detectives Task Force) is established, members of the task force will work under the direction and supervision of a pre-determined supervisor. However, payroll issues and disciplinary issues remain the sole responsibility of each party for its own respective employees;
- D. Return all resources, manpower and equipment to the responding agency when no longer needed or in use. If a requested assist, a requested call for service, or a

requested investigation of a case is completed prior to a representative of the requesting agency's arrival, at least one representative of the responding agency shall remain on-site until that arrival, unless otherwise provided for and/or agreed to between the agencies on a case-by-case basis;

- E. Maintain radio or other contact between the requesting and responding agencies during the call-out whenever contact is possible;
- F. Unless specifically stated herein, or as agreed between the parties on a case-by-case basis, prosecutorial authority shall be governed by Utah law; and
- G. Unless specifically stated herein, or as agreed between the parties on a case-by-case basis, court jurisdiction shall be governed by Utah law.
- H. This Agreement does not supersede or replace other law enforcement interlocal agreements among law enforcement agencies in the Wasatch Back which the County and the City may be parties to.

#### IX. BONANZA FLAT CONSERVATION AREA

The provisions of this Agreement apply to the BFCA. The parties each agree that the following provisions are specific to the BFCA.

- A. **PARKING TICKETS AND TOWING:** Within the BFCA area on County roads, as authorized by WCC 7.14.03, the Wasatch County Manager hereby authorizes the Park City Chief of Police, and any person authorized in writing by the Park City Chief of Police, who is an employee of the City, to issue civil parking infractions, or to have a vehicle towed, pursuant to WCC Chapter 7.14: PARKING at times that these roads are open to the public for motor vehicle traffic, as opposed to in the winter months when the Utah Department of Transportation implements seasonal road closures.
- B. **PAYMENT OF FINES:** As authorized by WCC 7.14.07, the Wasatch County Manager hereby authorizes the City to receive fines and late fees for civil parking infractions issued by the City pursuant to Section III(A)(1) above, and to prosecute civil collection actions for overdue and unpaid fines, and any other reasonable charges, fees, and costs, including attorney fees, related thereto, pursuant to WCC 7.14.09. The City may determine its own system for collecting fines and late fees, provided:
  - i. The City shall include all information required by WCC 7.14.05 in the civil parking infraction notice;
  - ii. All requirements of WCC Chapter 7.14 are complied with; and
  - iii. The process for contesting a civil infraction or tow shall be made to the Wasatch County Manager following the policies and procedures of WCC 7.14.08.
- C. **APPEALS:** Appeals are governed by WCC 7.14.08. The County Manager or his designee shall send a copy of the appeal, and the date of the hearing, to the City Police Chief or his designee, for any appeals of civil parking infractions or tows by the City made pursuant to Section III(A)(1) above, within 7 days of receiving the appeal. The

City shall appear at the hearing and shall present any evidence they would like considered. The County Manager or his designee shall inform the Park City Police Chief or his designee of the disposition of the appeal at the same time and in the same manner the appellant is informed. In the event that the County Manager determines to reimburse the appellant for any towing fees or storage fees for tows authorized by the City pursuant to this Agreement, the City shall reimburse the County for those fees.

- D. NO PARKING SIGNS. The County has placed no parking signs on certain County roads in the BFCA area. The City may not place “no parking” signs within the right-of-way of County roads, nor in a manner that would appear to apply to County rights-of-way. Nothing in this Agreement prohibits the City from placing no parking signs, or from enforcing no parking restrictions, on City property that is not within County right-of-way.
- E. City shall provide the Wasatch County Sheriff a report of parking citations if requested.
- F. Nothing in this Interlocal Agreement limits the County from enforcing WCC Chapter 7.14.
- G. Search and Rescue. WSCO will provide Search and Rescue services in the BFCA but may request assistance from City pursuant to this Agreement.

X. St. Regis Wasatch

- A. City shall provide law enforcement services in St. Regis Wasatch, which shall be provided in its sole and absolute discretion.
- B. Any law enforcement services by County in St. Regis Wasatch should only be pursuant to the process outlined in Section VI of this Agreement, except that the County may fulfill its General Duties outlined in Utah Code 17-22-2 in St. Regis Wasatch, or may provide law enforcement services as otherwise lawfully authorized under Utah Code or Interlocal Agreement.
- C. In St. Regis Wasatch the City, through the Summit County or Wasatch County communications centers shall be responsible for any dispatch services.
- D. County will handle all prosecution services for B and C misdemeanors, violation of ordinances, and infractions committed in St. Regis Wasatch in the County’s sole discretion, unless otherwise provided for and/or agreed to between the agencies on a case-by-case basis.
- E. County will handle all juvenile prosecutions and all prosecutions for A misdemeanor and felonies committed in St. Regis Wasatch in the County’s sole discretion, unless otherwise provided for and/or agreed to between the agencies on a case-by-case basis.
- F. The Wasatch County Justice Court has territorial jurisdiction over for all B and C

misdemeanors, violation of ordinances, and infractions in St. Regis Wasatch, unless a juvenile charge, A misdemeanor, or felony is also being charged for the same episode, in which case the 4<sup>th</sup> District Court in Wasatch County will have original jurisdiction. The County and the Wasatch County Justice Court will receive all associated revenues and will bear all associated costs for those matters handled by the Wasatch County Justice Court.

- G. The Fourth District Juvenile Court and District Court in Wasatch County have original jurisdiction for all matters which go to the Juvenile Courts or the District Court. The County and the Courts will receive all associated revenues and will bear all associated costs.
- H. Search and Rescue. WSCO will provide Search and Rescue services in St. Regis Wasatch, but may request assistance from City pursuant to this Agreement.

#### XI. GENERAL PROVISIONS.

- A. Applicable Law. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Utah. The courts of the State of Utah shall have jurisdiction over any action arising out of this Agreement and over the parties, and the venue shall be the Fourth District Court, Wasatch County, Utah.
- B. Entirety of Agreement. This Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- C. Amendments. Either party may request changes to this Agreement at any time. Any changes, modifications, revisions, or amendments to this Agreement, which are mutually agreed upon by and between the parties, shall be incorporated by written instrument, and are only effective when executed and signed by all parties.
- D. Liability. Pursuant to the provisions of the Utah Governmental Immunity Act, any employee or officer acting under this Agreement shall be deemed to be acting within the scope of his duties for purposes of the Act. All privileges and immunities from liability, and all pension, disability, worker's compensation, and other benefits which apply to employees or officers while in the performance of their duties in their own jurisdiction shall also apply to them when acting pursuant to this Agreement. Each party agrees to maintain appropriate liability insurance and nothing in this Agreement shall be construed as a waiver of any rights or defenses applicable to either party under the Act, including without limitation, any provisions regarding limitation of judgments or defenses based upon sovereign immunity.
- E. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of it shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

- F. Sovereign Immunity. The City and the County, their employees, officers, deputies, and their respective governing bodies do not waive their governmental immunity by entering into this Agreement, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.
- G. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this instrument shall operate only between the parties to it and shall inure solely to the benefit of the parties signing herein. In addition, the provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under it. Moreover, the parties to this Agreement intend and expressly concur that only parties whose signatures are affixed below shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this document, or to bring an action for the breach of this instrument.
- H. Special Events. From time to time either party may request assistance with law enforcement services for special events. Special event law enforcement services are not covered by this Agreement, unless response is requested for a specific incident at the special event pursuant to the processes of Sections VI(a) and VII(d) of this Agreement, as opposed to a request for law enforcement officers in planning a special event management.

## XII. INTERLOCAL ACT REQUIREMENTS

- A. No interlocal entity is created by this Agreement.
- B. Pursuant to Utah Code Section 11-13-202.5, this Agreement shall be reviewed by the attorney representing each party prior to its taking effect.
- C. Pursuant to Utah Code Section 11-13-207, this Agreement shall be administered by the Wasatch County Sheriff and the Park City Chief of Police.
- D. Pursuant to Utah Code Section 11-13-207, this Agreement does not provide for the joint acquiring, holding, or disposing of real or personal property.
- E. Pursuant to Utah Code Section 11-13-209, this Agreement shall be filed with the keeper of records of the County and the City.
- F. Pursuant to Utah Code Section 11-13-202.5, this Agreement may be approved by the Wasatch County Council and the City Council of Park City.

## XIII. SIGNATURES

IN WITNESS WHEREOF, the parties to this Agreement, through their duly authorized representatives, have executed this instrument on the dates established below, and certify that they understand and agree to the terms and conditions as set forth herein.

The effective date of this INTERLOCAL COOPERATION AGREEMENT is the date of the signature first affixed to this page.

**PARK CITY MUNICIPAL CORPORATION**

By: \_\_\_\_\_

Nann Worel, Mayor of Park City

Date:

By: \_\_\_\_\_

Wade Carpenter, Park City Chief of Police

**APPROVED AS TO FORM AND LEGALITY**

By: \_\_\_\_\_

Matthew J. Dias, Park City Manager

By: \_\_\_\_\_

Tricia S. Lake, Attorney for Park City

**WASATCH COUNTY**

By: \_\_\_\_\_

Dustin Grabau, County Manager

Date:

By: \_\_\_\_\_

Jared W. Rigby, Wasatch County Sheriff

**APPROVED AS TO FORM AND LEGALITY**

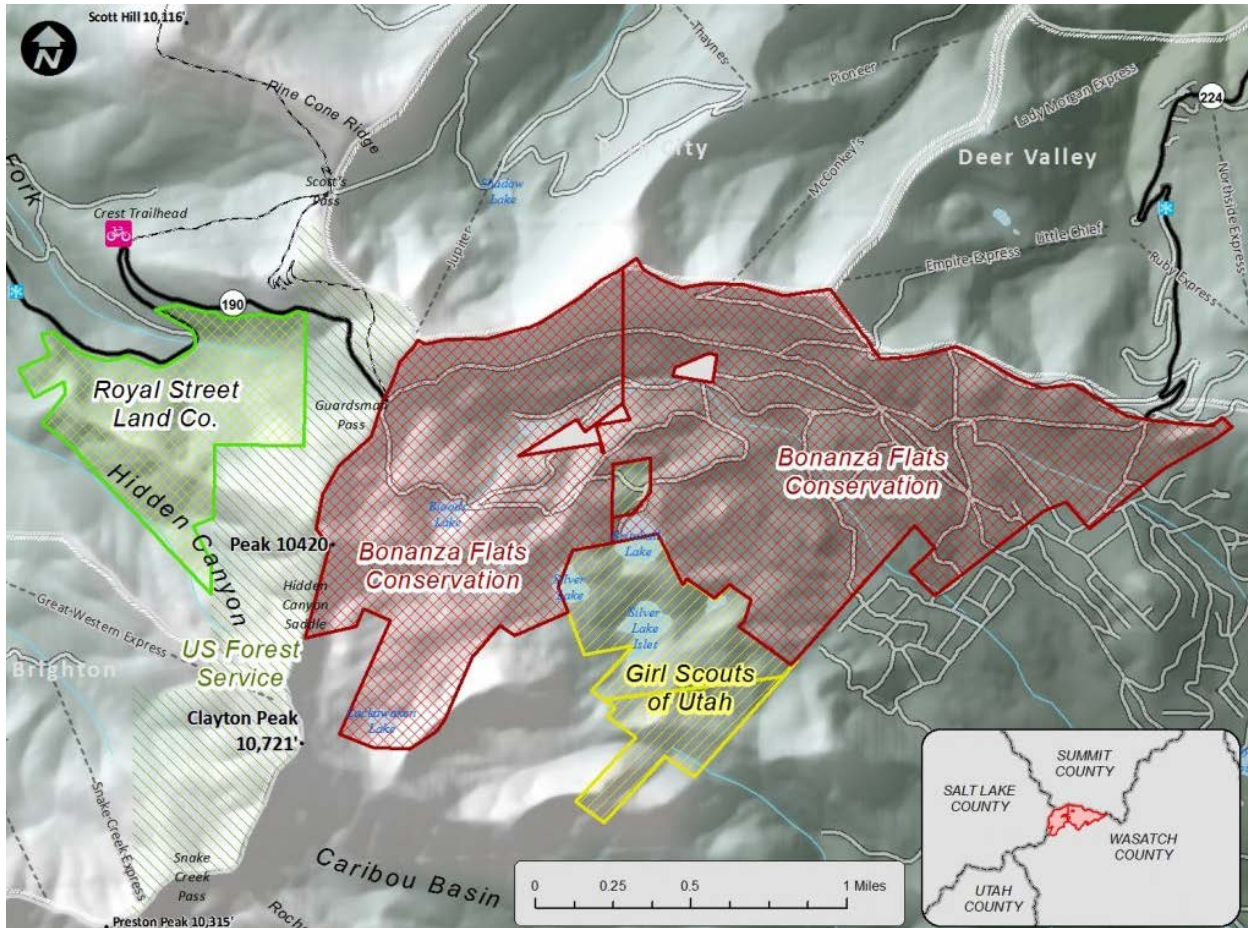
By: \_\_\_\_\_

Jon Woodard, Deputy County Attorney

## EXHIBIT A

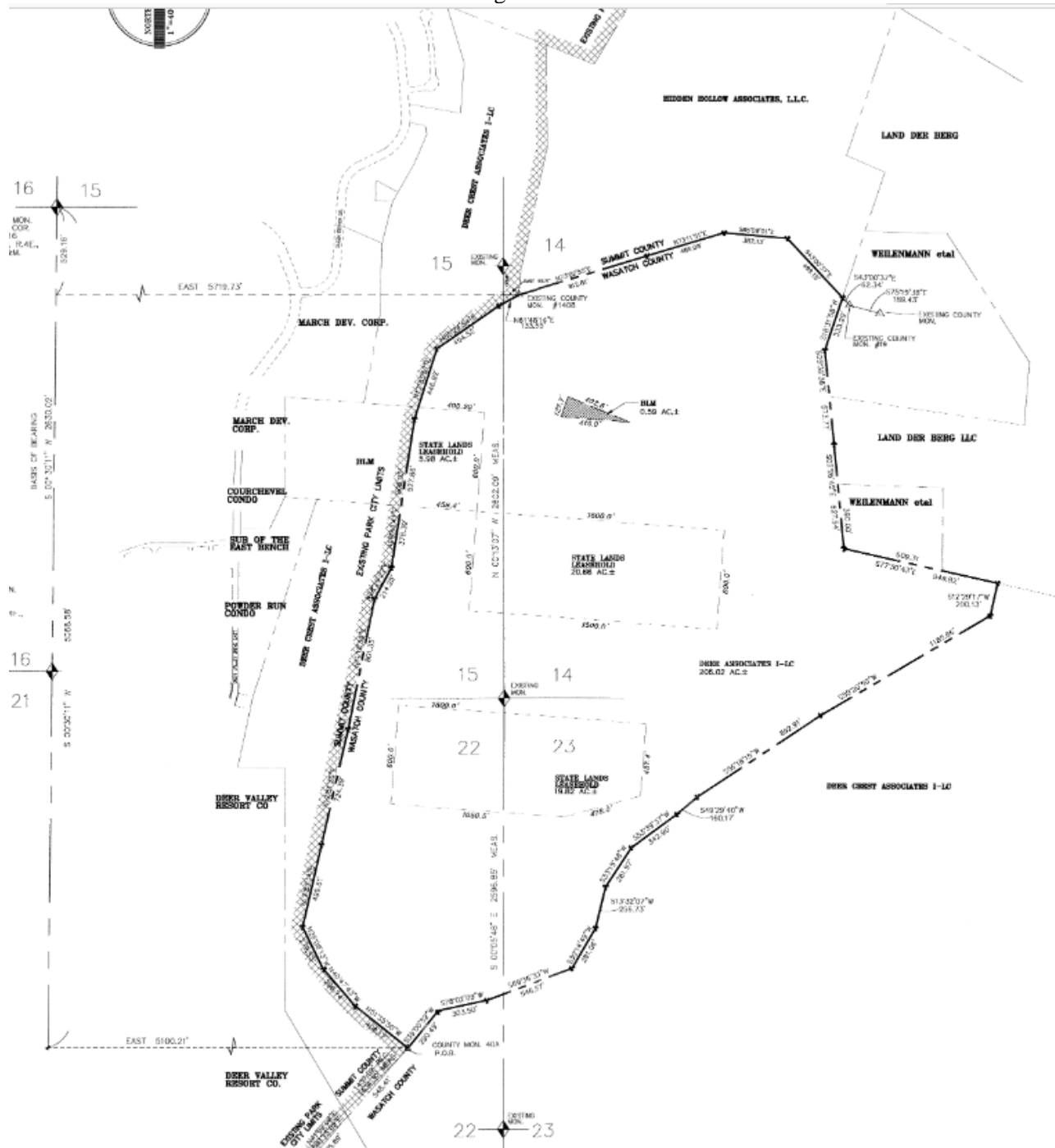
### Bonanza Flat Conservation Area

The Bonanza Flat Area are those properties encumbered by Park City Municipal Corporation by Conservation Easement recorded with the Wasatch County Recorder as #473872 Bk. 1280 Pg. 1084-1227 on January 30, 2020. For purposes of general guidance only, the following map generally depicts the Bonanza Flats as “Bonanza Flats Conservation Area”:





# EXHIBIT B St. Regis Wasatch



## **Council Agenda Item Report**

Meeting Date: November 17, 2022

Submitted by: Michelle Kellogg

Submitting Department: Community Development

Item Type: Staff Report

Agenda Section: NEW BUSINESS

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### **Subject:**

Consideration to Exercise the City's Option to Purchase 2085 Snow Creek Lane for \$382,088 and Authorize the Mayor and City Manager to Execute All Documents in a Form Approved by the City Attorney's Office, Select a Pricing Basis for Resale, and Select an Option for the Sale to a Qualified Household

(A) Public Hearing (B) Action

### **Suggested Action:**

### **Attachments:**

[Purchase of 2085 Snow Creek Lane Staff Report](#)

[Exhibit A: 2085 Snow Creek Lane - MRP](#)



## City Council Staff Report

**Subject:** Purchase of Snow Creek Cottage  
Deed Restricted Unit  
**Author:** Rhoda Stauffer  
**Department:** Housing  
**Date:** November 17, 2022  
**Type of Item:** Purchase of Real Property

### Recommendation

The Housing Team recommends that City Council consider:

- 1) Exercising the City's option (as per deed restrictions) to purchase 2085 Snow Creek Lane for \$382,417 and authorize the City Manager and Mayor to execute all documents in a form approved by the City Attorney's Office;
- 2) Selecting a pricing basis for re-sale; and
- 3) Selecting an option for the re-sale to a qualified household.

### Background

The re-sale process for deed-restricted affordable housing properties has expanded over the years as the number of owner-occupied units in the program has grown to 202. The Housing Team focuses on long-term viability, affordability, and industry best practices regarding re-sale procedures and policies.

Until 2019, the Housing Team only acted as a facilitator to assist existing affordable homeowners in selling their units by sending a notice to an informal list of interested households. The rest of the transaction was left up to the seller to find a qualified buyer.

As Park City became more directly involved in constructing and developing new affordable housing units, we enhanced our management practices to maintain unit affordability better and instituted a fair and transparent re-sale system to pre-qualified affordable households. In 2019, we launched a public [waitlist](#) and formal application [process](#).

In most cases over the past decade, the City has chosen to proactively exercise its option to (right of first refusal) purchase and assign the household to the next qualified household on the waitlist. This process allows our team to update the deed restrictions to reflect the latest changes in the housing ownership environment and occasionally adjust the sales prices to ensure affordability is maintained.

### Analysis

The Housing Team recommends exercising the right of first refusal to purchase a three-bedroom unit located at 2085 Snow Creek Lane, known as Snow Creek Cottages. The City's Snow Creek Cottage affordable housing development was a significant accomplishment and remains among our most successful and desirable affordable units. They are the first units in which the City was the direct developer, encompassing a complex entitlement process and relatively complex construction location. Built in 2010 and due to their location and desirability, this is the first re-sale within the Snow Creek Cottage subdivision.

As a three-bedroom home, the 2085 affordable unit sales price is calculated for a family of four, guided by HUD occupancy standards, as listed on the [City's qualifications webpage](#). However, when the City's Finance Team calculated the Maximum Re-sale Price (MRP), due to the longevity of the unit's ownership (since 2010), the unit now exceeds the affordable thresholds for households earning 80% of AMI (\$107,760 for a family of four).

With mortgage interest rates currently at a twenty-year high and monthly Snow Creek Cottage HOA dues of \$385, a household must earn 92% of the AMI to afford the MRP of \$382,417. In addition, re-sale appreciation is capped at 3% per year cumulatively per the Housing Resolution (calculation detail is in Exhibit A).

For the unit to maintain our affordable standards for households earning 80% of the AMI, the maximum re-sale price cannot exceed \$326,472. As a result, we recommend Council consider several options to adjust the re-sale price to maintain affordability thresholds.

For background, many long-term housing authorities now face appreciation issues for re-sale properties. We anticipate a handful of units requiring adjustments to maintain affordability goals. The Housing Team is working with several other long-established programs to consider various alternatives. These include:

- Aspen, CO: recommending a municipal subsidy to return sale prices to affordable targets;
- San Francisco, CA: established a recapitalization program to subsidize units to return sale prices to affordable targets; and
- Montgomery County, MD: removes deed restrictions and allows units to be sold on the open market.

The Housing Team is soliciting additional information to complete a thorough analysis and will return to Council to propose a plan to manage future sales of units that exceed affordability thresholds due to unit appreciation.

Per the deed restriction, the City has 60 days to exercise its purchase option, December 17, 2022. Rather than prevent the re-sale to a future affordable housing owner, the Housing Team recommends quickly purchasing the unit and selecting one of six re-sale options:

1. Sell at 80% of AMI (\$107,760 annual income for a family of four) to the next qualified household on the Affordable Waitlist. The sale price will be \$326,472, requiring a direct financial subsidy of \$55,945.
2. Sell to a City Employee using an AMI criteria and lottery process. The sales price will be \$326,472, requiring a direct financial subsidy of \$55,945—Housing Team's recommendation.
3. Sell at the MRP as an Attainable Unit (81-150% of AMI, equaling \$107,800 to \$181,845 for a family of four) to a City Employee. No financial subsidy from the City.
4. Sell at the MRP as an Attainable Unit to the next qualified household on the Attainable waitlist. No financial subsidy from the City.

5. Offer the unit as a long-term rental at an appropriate AMI to a City Employee.
6. Continue the sale decision to a future meeting.

The Housing Team does not recommend that this unit be moved to the Attainable category. Of the 202 owner-occupied units within the City's program, 159 are Affordable, and 43 are Attainable. The cost to maintain this unit's affordable status (\$55,945) is far lower than the cost to produce a new affordable unit in Park City.

### **Funding**

The Affordable Housing Capital account has adequate resources to fund the purchase. If a sale is chosen, proceeds are returned to the Housing Capital account. Accordingly, a financial subsidy would also come from the same housing account.

### **Exhibits**

EXHIBIT A: The maximum re-sale price (MRP) calculated by the City's finance department.

**2085 Snow Creek Lane**

## Calculation of Maximum Resale Value

DATE OF TRANSACTION	AMOUNT	RATE	APPRECIATION AMOUNT
<b>PURCHASE</b>	<b>7/1/2010 \$ 264,000.00</b>		
APPRECIATION 7/1/2010 - 6/30/2011	264,000.00	3.00%	\$ 7,920.00
APPRECIATION 7/1/2011 - 6/30/2012	271,920.00	3.00%	\$ 8,157.60
APPRECIATION 7/1/2012 - 6/30/2013	280,077.60	3.00%	\$ 8,402.33
APPRECIATION 7/1/2013 - 6/30/2014	288,479.93	3.00%	\$ 8,654.40
APPRECIATION 7/1/2014 - 6/30/2015	297,134.33	3.00%	\$ 8,914.03
APPRECIATION 7/1/2015 - 6/30/2016	306,048.36	3.00%	\$ 9,181.45
APPRECIATION 7/1/2016 - 6/30/2017	315,229.81	3.00%	\$ 9,456.89
APPRECIATION 7/1/2017 - 6/30/2018	324,686.70	3.00%	\$ 9,740.60
APPRECIATION 7/1/2018 - 6/30/2019	334,427.30	3.00%	\$ 10,032.82
APPRECIATION 7/1/2019 - 6/30/2020	344,460.12	3.00%	\$ 10,333.80
APPRECIATION 7/1/2020 - 6/30/2021	354,793.92	3.00%	\$ 10,643.82
APPRECIATION 7/1/2021 - 6/30/2022	365,437.74	3.00%	\$ 10,963.13
APPRECIATION 7/1/2022 - 12/30/2022	376,400.87	1.50%	\$ 5,630.54
BASED ON 182/365 = 49.9% OF ANNUAL APPRECIATION			
<b>APPRECIATED VALUE AS OF DECEMBER 30, 2022</b>	<b>\$ 382,031.42</b>		
<b>REMAINING VALUE OF CAPITAL IMPROVEMENTS</b>	<b>\$ 385.60</b>		
<b>TOTAL MAXIMUM RESALE VALUE AS OF DECEMBER 30, 2022</b>	<b>\$ 382,417.02</b>		

## CAPITAL IMPROVEMENTS

\$264,000 x 5% = \$13,200 (maximum Capital Improvements that can be added to MRP)

Depreciated on a straight line basis at 5% for ten years.

Vendor and description	Date	Amount	Approved	Depreciation	Remaining Value
Water Science Inc - Install RO water system	1/13/2014	\$ 699.00	\$ 699.00	\$ 313.40	\$ 385.60
<b>TOTAL</b>		<b>\$ 699.00</b>	<b>\$ 699.00</b>	<b>\$ 313.40</b>	<b>\$ 385.60</b>