



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH,
August 1, 2013**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, August 1, 2013.

Closed Session

2:45 p.m. Property and Litigation

Work Session

4:50 p.m.	Council Questions and Comments and Manager's Report	Pg. 5
5:00 p.m.	Discussion of "Wasatch Summit Interlocal Agreement" with Cities from the Wasatch Front	Pg. 7
5:20 p.m.	Proposed Soil Ordinance Revisions	Pg. 37
5:50 p.m.	Break	

Regular Meeting

6:00 p.m.

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

III PUBLIC INPUT *(Any matter of City business not scheduled on the agenda)*

IV CONSENT AGENDA *(Items that have previously been discussed or are perceived as routine and may be approved by one motion. Listed items do not imply a predisposition for approval and may be removed by motion and discussed and acted upon)*

1. Consideration of a Utility Easement, in a form approved by the City Attorney, to All West Communications for the purpose of constructing and accessing a fiber optic line across Park City Parcel PCRC-2-AM-X. Pg. 56

V RESIGNATIONS AND APPOINTMENTS

1. Consideration of the appointments of three positions on the Public Advisory Art Board for terms expiring June 2016

VI NEW BUSINESS

1. Consideration of a Resolution adopting the amended ADA Para-transit Policies and Procedures Pg. 64
 - (a) Public Hearing
 - (b) Action
2. Consideration of approval for a Plat Amendment for 305 Park Avenue, Park City, Utah Pg. 94
 - (a) Public Hearing
 - (b) Action
3. Consideration of approval of "Wasatch Summit Interlocal Agreement" with Cities from the Wasatch Front Pg. 7-36
 - (a) Public Hearing
 - (b) Action

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 435-615-5186 at least 24 hours prior to the meeting. Wireless internet service is available in the Marsac Building on Wednesdays and Thursdays from 4 p.m. to 9 p.m.

Posted: 07/29/13
See: www.parkcity.org

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, August 1, 2013.

PARK CITY COUNCIL MEETING SUMMIT COUNTY, UTAH August 6, 2013

PUBLIC NOTICE IS HEREBY GIVEN that a majority of the members of the City Council of Park City, Utah will be participating in a BBQ Social with members of the Wasatch County Council, Summit County Council and Heber City Council; Tuesday, August 6, 2013 at 6:00 p.m. at the Wasatch County Fairgrounds

Posted: 07/29/2013
See: www.parkcity.org

TENTATIVE MASTER CALENDAR

Note: This future meeting schedule is TENTATIVE and subject to change.

August

- 1 See Packet
- 6 BBQ - City/County Councils
- 8 Convention license ordinance amendments – work, Jason
Building Inspections (requiring pre-inspections for new business license - Ordinance amending Title 4) work – Sherry
Municipal Carbon Footprint – 30 min, Tyler
Green Park REPC extension, new – Jason
Public Art Recommendation (New or managers' report) – SCB
Affordable Housing Plan for 1555 Lower Iron Horse Loop Road MPD in Bonanza Park – RS - Housing Authority Meeting
- 15 Affordable Housing (proposal for addressing current and future affordable housing needs - Study Session 75min – Rhoda
Senior Strategic Plan Goals – work (informational), 5-7min.- Rhoda
Recreation Master Plan (presentation by Landmark Consulting) – work, Ken F 45min
Echo Spur Dev. Replat Amendment (Lots 17, 18, 19) –
30 Sampson Appeal Matt E (appeal of a denial by the Planning Commission for a Steep Slope Conditional Use Permit)
- 22 **No Meeting**
- 29 **No Meeting**

September

- 5
- 12 **Liza gone**
Ordinance approving 496 McHenry Subdivision Replat
- 18-22 **No Meeting – City Tour**
- 26 Ordinance accepting the public improvements for the Echo Spur Subdivision
Ordinance renaming the section of McHenry Avenue extending from Rossi Hill Drive north to the name of *Echo Spur Drive. Park City, Utah* – old b.

October

- 3
- 10 **No Meeting**
- 17
- 24 Special Service Contract Criteria and Extraordinary Grant Criteria
- 31 **No Business**

November

7

14
21
28 **No Meeting – Thanksgiving**

December

5
12
19 Acceptance of the audit – Lori C.

26 **No Meeting**

January

2
9 Swearing in Mayor – Council Members

16 **No Meeting – Sundance**
23
30

Pending Items:

Canvass for Primary and for General Elections
Construction contract for 10th and 11th Streets
Special Event overhaul
Regional recreation strategic plan
Ice Operations – study
Water leak adjustment policy – work
Latino Community outreach and engagement – study
Meeting Management Software – new b., JG, JM, PA
Gamble Oak Easements
Risner Ridge - HD
Rocky Mountain Power expansion



To: Honorable Mayor/Members of City Council

From: City Manager's Office

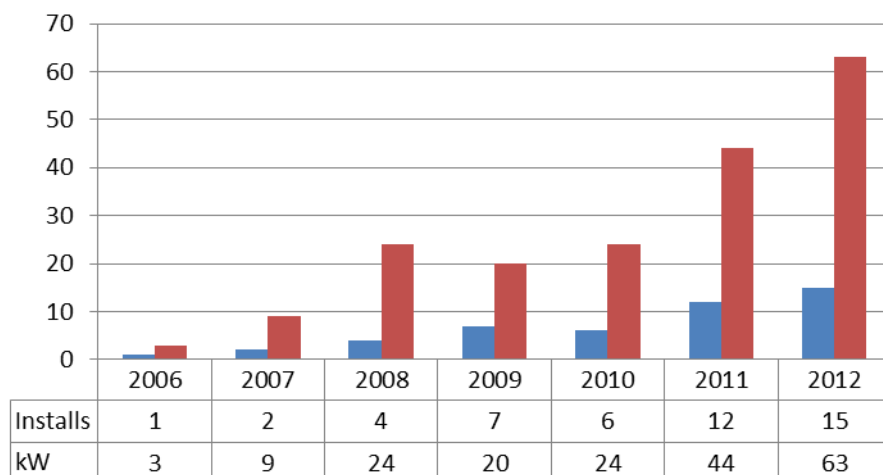
MANAGER'S REPORT – August 1, 2013

SUMMIT COMMUNITY SOLAR UPDATE

Submitted by Matt Abbott & Tyler Poulson (Sustainability)

Summit Community Solar (SCS) is a citizen-led bulk-purchase program for residential solar photovoltaic (PV) installations. SCS formed in the winter of 2012 as a partnership between Utah Clean Energy (UCE), Summit County, and Park City. Since that time two volunteer citizen-led committees, a Contractor Selection Committee and a Marketing & Outreach Committee, have been making impressive progress.

The Contractor Selection Committee chose a contractor in late spring 2013 and since then the Marketing & Outreach Committee has hosted numerous solar workshops and attended farmer's markets, concerts, and other regional events. To date, 176 Summit County residents have submitted an online Solar Eligibility Survey and 16 homeowners have contracted to install 83 kilowatts of new residential solar. The below graphic shows statistics on grid-connected (a.k.a. "Net Metered") residential solar arrays added to the Rocky Mountain Power system since 2006. With the help of Summit Community Solar, and an overall growing interest in renewable energy, it is clear that 2013 will be the best year ever for clean energy in our region. Staff will report back at the conclusion of the program with final statistics and specific metrics for installations within City limits.



Summit County Net Metered Solar PV Systems: New Residential Installations by Year

**2010: 13 installations (16.4 kW total) completed by PCMC as part of Snow Creek Housing project excluded in order to not skew data.*

In comparison to the 2012 Salt Lake Community Solar program, SCS is doing very well. With a couple weeks left to participate in the online Solar Eligibility Survey, SCS has roughly the same number of surveys completed but more sites visits conducted along with a greater number of systems under contract. Upcoming important dates and program deadlines are included below:

- **August 12, 2013:** Last day to submit the online Solar Eligibility Survey (required to participate in program)
- **September 24, 2013:** Last day to commit to SCS by signing a contract to go solar
- **November 22, 2013:** Preferred completion date for all SCS solar installations*

*Installations may not be completed by this date, pending weather conditions and participation levels. Participants will be served on a first-come, first-served basis.

Residents can complete the eligibility survey and find out more about Summit Community Solar by visiting MyCommunitySolar.org/Summit.



City Council Staff Report

Subject: "Wasatch Summit" Interlocal Program and Funding Agreement
Author: Joan Card and Kent Cashel
Department: Sustainability and Transit
Date: August 1, 2012
Type of Item: Work Session and New Business

Summary Recommendations:

Authorize Mayor Williams to sign the Wasatch Summit Interlocal Program and Funding Agreement, as attached. This will commit the City to providing funding for Phase I of the Wasatch Summit in the amount of \$50,000.00 per year for fiscal years 2014 and 2015 (total of \$100,000.00).

Topic/Description:

Wasatch Summit Interlocal Program and Funding Agreement

Background:

Over the recent few decades, Salt Lake valley government and private interests have wrestled with the challenges of traffic congestion, safety, environmental and recreational use in Big and Little Cottonwood Canyons. Passions for these canyons run high. In more recent years, coalitions of interested governments (including the federal government because the canyons are located in the Wasatch Cache Uintah National Forest) and other parties have participated in planning efforts to look at addressing the challenges. The most recent efforts are known as the *Wasatch Canyons Tomorrow* of September 2010 and the *Mountain Transportation Study* of November 2012. Park City staff participated in both of these efforts.

One of the principal recommendations arising out of the *Mountain Transportation Study* was the commencement of an Environmental Impact Statement process and the development of a "purpose and need" under the federal National Environmental Policy Act to ensure the consideration of factors such as recreation, drinking water supply, watershed, views, and "respite from urban life" in the development of alternatives for a potential transportation project.

On November 2, 2012, Park City's Mayor joined Salt Lake City Mayor Ralph Becker, UTA General Manager Mike Allegra and a handful of other officials, including the Lieutenant Governor, to convene an effort that has come to be called the "Wasatch Summit." As indicated in a Wasatch Summit "Project Approach" document: "The recent visioning and planning processes affecting the Central Wasatch and conducted by numerous jurisdictions identify the need for a comprehensive regional evaluation and decision-making process that creates a framework for the transportation, environmental,

economic, and social sustainability [issues].” Wasatch Summit intends to be that process and the Wasatch Back will be included in that regional evaluation. See attached Project Study Area.

The Wasatch Summit program is defined in the Interlocal Agreement as follows:

A. The Parties intend to collaborate with each other to conduct a comprehensive regional, long-term review of various transportation solutions in the central Wasatch Mountains that recognizes and incorporates interdependent transportation, land use, recreation, wilderness, watershed and economic issues and opportunities (“Program”).

B. Phase I of the Program (“Phase I”) is anticipated to be an eighteen to twenty-four month process, conducted consistent with Federal Transit Administration’s National Environmental Policy Act (“NEPA”) procedures for Notice of Early Scoping, that will (i) convene Wasatch Mountain stakeholders to identify the various interests and issues relating to the use and conservation of the Wasatch Mountains, (ii) analyze the economic and business case for the Program, (iii) conduct baseline environmental studies, (iv) identify a range of land use, watershed protection, and transportation alternatives, and (v) evaluate those alternatives with input from the stakeholders and the general public.

C. Phase II of the Program (“Phase II”), which may be the subject of either a subsequent interlocal agreement or an amendment to this Agreement, is anticipated to be a two to three year process, conducted consistent with NEPA, that will (i) analyze environmental impact and mitigation, (ii) generate a draft environmental impact statement, (iii) convene stakeholder and other public meetings, (iv) prepare a final environmental impact statement, and (v) undertake preliminary engineering studies to implement a selected transportation project or projects.

The Interlocal Program and Funding Agreement as attached covers only Phase I of the program. Phase I includes the procurement of a Program Facilitator, a NEPA Technical Consultant, the completion of Early Scoping, the development of a Purpose and Need Statement and the development of alternatives for possible analysis in Phase II. Phase II will require additional funds if it goes forward.

Analysis:

Since its November 2012 kick off, the Wasatch Summit has become a real force for action. The Executive Committee has been established and meeting regularly to develop the program. Certain members of the Executive Committee successfully lobbied the Utah legislature for an appropriation of \$2.6 million for Phase I. The

investment of time and money by numerous entities and individuals is substantial with cash and in kind contributions and pledges exceeding \$4 million.

In addition, the impact on Park City could be great. One concept for a large scale project is a public transportation link between Big and Little Cottonwood canyons and Park City. The potential impacts of such a project on Park City's economy, land use, environment, and water supply, to name a few, are so important that Park City's failure to participate in Wasatch Summit early, often and robustly could have major consequences for Park City's future.

Department Review:

Legal and Executive Departments have reviewed this report.

Alternatives:

A. Approve:

Park City signs the agreement and ensures its robust participation in the Wasatch Summit.

B. Deny:

Park City does not sign the agreement and likely loses its position on the Executive and Steering Committees.

C. Modify:

Modification is not an option at this stage.

D. Continue the Item:

There is no stringent time table for executing the agreement, though the first of two payments is expected on or before September 30, 2013.

E. Do Nothing:

The same as "Deny" above.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Accessible and world-class recreational facilities, parks and programs + Well-utilized regional public transit	+ Reduced municipal, business and community carbon footprints + Reduced municipal, business and community carbon footprints		
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Very Positive 	Very Positive 	Neutral 	Neutral 
Comments:				

Funding Source:

The \$100,000 funding required to meet the commitments set forth in the attached agreement was requested and approved in the Transportation Fund by Council during the FY 2014 budget process.

Consequences of not taking the recommended action:

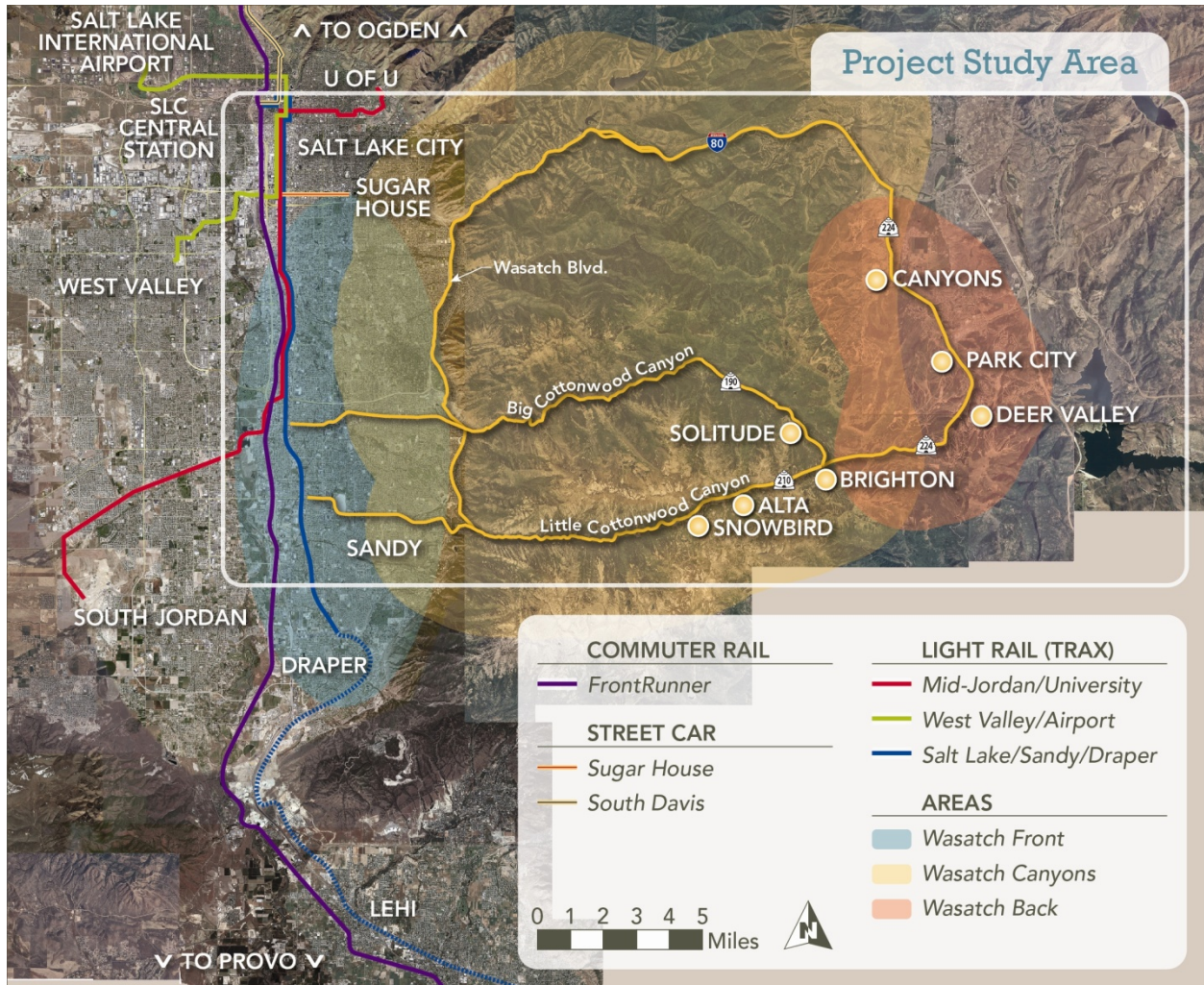
If Park City elects not to sign the agreement, Park City would not have a financial obligation to Wasatch Summit. However, Park City likely would lose its position on the Executive and Steering Committees with the other participants. Without signing the agreement Park City still retains jurisdiction over any project in Park City that may arise out of Wasatch Summit and would have the ability to participate as a stakeholder in the planning and environmental processes. However, staff believes Park City's stake is high. The City's participation on the Executive and Steering Committees governing the policy direction of Wasatch Summit early and throughout the process is worth the proposed investment of \$50,000.00 per year for two years.

Recommendation:

Authorize Mayor Williams to sign the Wasatch Summit Interlocal Program and Funding Agreement, as attached. This will commit the City to providing funding for Phase I of the Wasatch Summit in the amount of \$50,000.00 per year for fiscal years 2014 and 2015 (total of \$100,000.00).

Attachments:

Project Study Area
Final Interlocal Agreement



PROGRAM AND FUNDING AGREEMENT

Wasatch Summit Phase I

This Interlocal Program and Funding Agreement (“Agreement”) is entered into this ____ day of _____, 2013 by and among the Utah Department of Transportation (“UDOT”), Utah Transit Authority (“UTA”), Salt Lake City (“SLC”), Sandy City (“Sandy”), Cottonwood Heights (“Cottonwood Heights”), Town of Alta (“Alta”), Park City Municipal Corporation (“Park City”), Salt Lake County (“Salt Lake County”), Summit County (“Summit County”) and Wasatch County (“Wasatch County”), and Metropolitan Water District of Salt Lake & Sandy (“MWDSLS”). Each is individually referred to as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, UDOT is a Utah state agency with the general responsibility for planning, research, design, construction, maintenance, security, and safety of state transportation systems, and implementing the transportation policies of the state;

WHEREAS, UTA is a public transit district organized pursuant to Utah law, and provides transit services in and around the Wasatch Front;

WHEREAS, SLC, Sandy, Cottonwood Heights, Alta and Park City are Utah municipal corporations, and have various responsibilities and legal authorities related to land use, transportation, watershed and water resources, economic, and environmental issues;

WHEREAS, Salt Lake County, Summit County and Wasatch Counties are Utah counties, and have various responsibilities and legal authorities relating to land use, economic, health, and environmental issues;

WHEREAS, MWDSLS is a Utah metropolitan water district operating pursuant to the Metropolitan Water District Act, Utah Code Annotated, Title 17B, Chapter 2A, Part 6, and has various responsibilities for providing wholesale water supplies to its member cities and others;

WHEREAS, increasing uses of the Wasatch Mountains, population growth, vehicular traffic, economic and development pressures, and potential climate change impacts are combining in a way that is increasingly difficult to manage and that threatens the economy, water resources, environment, and quality of life for more than a million residents and visitors to the region;

WHEREAS, transportation issues associated with recreational access in the Wasatch Mountains are among the more noticeable problems, and solving transportation problems as they relate to land use and watershed protection is a high priority for the Parties, largely due to safety, quality of life, and environmental concerns;

WHEREAS, previous studies have been conducted that support this work, including the recent Wasatch Canyons Tomorrow and the Mountain Transportation Studies; and

WHEREAS, the Parties wish to build upon previous and certain ongoing efforts and conduct a comprehensive regional, long-term review of various transportation solutions in the central Wasatch Mountains that recognizes and incorporates the interdependent transportation, land use, recreation, wilderness, watershed and economic issues and opportunities.

AGREEMENT

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

1. PROGRAM DESCRIPTION.

- A. The Parties intend to collaborate with each other to conduct a comprehensive regional, long-term review of various transportation solutions in the central Wasatch Mountains that recognizes and incorporates interdependent transportation, land use, recreation, wilderness, watershed and economic issues and opportunities (“Program”).
- B. Phase I of the Program (“Phase I”) is anticipated to be an eighteen to twenty-four month process, conducted consistent with Federal Transit Administration’s National Environmental Policy Act (“NEPA”) procedures for Notice of Early Scoping, that will (i) convene Wasatch Mountain stakeholders to identify the various interests and issues relating to the use and conservation of the Wasatch Mountains, (ii) analyze the economic and business case for the Program, (iii) conduct baseline environmental studies, (iv) identify a range of land use, watershed protection, and transportation alternatives, and (v) evaluate those alternatives with input from the stakeholders and the general public.
- C. Phase II of the Program (“Phase II”), which may be the subject of either a subsequent interlocal agreement or an amendment to this Agreement, is anticipated to be a two to three year process, conducted consistent with NEPA, that will (i) analyze environmental impact and mitigation, (ii) generate a draft environmental impact statement, (iii) convene stakeholder and other public meetings, (iv) prepare a final environmental impact statement, and (v) undertake preliminary engineering studies to implement a selected transportation project or projects.

- D. The final work deliverables and general agreement on the major decisions in Phase I of the Program will be in accordance with the Deliverables and Decisions shown in Exhibit A hereto.
 - E. Each of the Parties will pledge funds and/or in-kind contributions, as more particularly set forth herein, for Phase I of the Program.
 - F. The term Program, as used in this Agreement, is Phase I and any Phase II of the effort of the Parties to scope and analyze issues and alternatives related to transportation, land use, recreation, wilderness, watershed and economics in the Central Wasatch Mountains and as described above.
2. EXECUTIVE COMMITTEE. An Executive Committee is established to be the consensus-based governing body of the Program. Each Party may appoint one person (a “Designated Representative”) to be a member of the Executive Committee. The Parties may invite third parties to serve on the Executive Committee at their discretion. The Executive Committee shall meet at least quarterly, and may meet more frequently, as agreed upon by a majority of the Executive Committee.
3. EXECUTIVE COMMITTEE DESIGNATED REPRESENTATIVES. The Parties hereby designate the following as their Designated Representatives on the Executive Committee:
- UDOTJason Davis
 - UTAMichael Allegra, UTA General Manager
 - Salt Lake CityMayor Ralph Becker
 - Cottonwood HeightsMayor Kelvin H. Cullimore, Jr.
 - Alta.....Mayor Tom Pollard
 - Park CityCouncil Member Andy Beerman
 - Sandy.....Mayor Tom Dolan
 - Salt Lake County.....Mayor Ben McAdams
 - Summit CountyCouncil Member Christopher Robinson
 - Wasatch CountyCouncil Member Steve Capson
 - Metropolitan Water District
of Salt Lake & Sandy.....Michael L. Wilson, MWDSLS General Manager
4. STEERING COMMITTEE. A Steering Committee is established to be the managing body of the Program. The Steering Committee shall consist of staff members of the Executive Committee members, and shall manage the Program at the direction of the Executive Committee. The Steering Committee may invite third parties to serve on the Steering Committee upon approval of the Executive Committee. The Steering

Committee shall meet at least monthly, and may meet more frequently, as agreed by a majority of the Steering Committee.

5. **PROGRAM FACILITATOR.** The Parties agree to engage a Program Facilitator to coordinate and manage numerous elements, including logistics and meetings, and to serve as an objective third-party facilitator for a diverse group of committees and stakeholders, including federal, state, and local governments, non-governmental organizations, and private interests. The Program Facilitator shall work under contract as described in Paragraph 10 and generally shall be responsible for the day to day management of the Program in coordination with the Steering Committee, and will report to the Executive Committee. The Program Facilitator will prepare a strategic plan, mutually agreed upon by members of the Executive Committee, which creates a collaborative process designed to advance Program goals under the collective direction of the Executive Committee. Once this plan is developed and agreed upon, it will be included as a supplement to this Agreement in accordance with Paragraph 13. The Steering Committee shall prepare and finalize a Scope of Work for the Program Facilitator, which shall be approved by the Executive Committee. The Program Facilitator shall be selected in accordance with Paragraph 10.
6. **TECHNICAL CONSULTANTS.** The Parties agree to engage technical consultants, as needed, to deliver the work products required to meet the Decisions and Deliverables shown in Exhibit A. The technical consultants shall work in collaboration with the Program Facilitator and the Steering Committee, and will report to UTA. The technical consultants shall work under contract as described in Paragraph 10 and generally shall be responsible for the technical aspects of the Program. The Steering Committee shall prepare and finalize a Scope of Work for the technical consultants. The technical consultant shall be selected in accordance with Paragraph 10.
7. **TERM.** The term of this Agreement shall be for two (2) years, unless otherwise agreed by the Parties in accordance with Paragraph 13. However, in no case shall this Agreement extend for a term that exceeds fifty (50) years.
8. **FUNDING.** The amounts for funding Phase I of the Program, allocated by the Parties over a two year period, is expected to be as follows:

State of Utah (issued through UDOT).....	\$ 2,600,000.00
Utah Transit Authority.....	\$ 200,000.00
Salt Lake City	\$ 200,000.00
City of Sandy	\$ 100,000.00
City of Cottonwood Heights	\$ 50,000.00
Town of Alta	\$ 25,000.00
Park City Municipal Corporation.....	\$ 100,000.00
Salt Lake County.....	\$ 200,000.00
Summit County	\$ 50,000.00

Wasatch County	\$ 50,000.00
MWDSLS	\$ 100,000.00

Funding is due as follows: for each of the monetary contributions, one-half (50%) of each Party's contribution will be due and payable on or before September 30, 2013; and one-half (50%) of each Party's contribution will be due and payable on or before September 30, 2014, assuming such amount is appropriated by the Party for such purpose. Notwithstanding the foregoing, contributions from Parties operating on a calendar budget year will be due and payable on or before January 30, 2014. The funds shall be deposited in the UTA segregated holding account described in Paragraph 9 and shall be used solely for the purposes of the Program, as directed by the Executive Committee.

In the event that funding is not appropriated to the Program in the expected amounts, as set forth above, the Executive Committee shall address the shortfall by reducing the scope of the Program, raising alternate funds, or taking other measures deemed appropriate by the Executive Committee.

9. **HOLDING ACCOUNT.** All funds allocated by the Parties for Phase I of the Program will be deposited in a segregated holding account (the "Account"), which UTA shall create and manage solely for the purposes of the Program pursuant to this Agreement and any further agreement of the Parties. The Account will be interest-bearing with all interest accruing to the Account to be used solely for payment of Program-related expenses. The Account may receive funds from the Parties and third party contributors, as approved by the Executive Committee, and in accordance with UTA policies. UTA shall pay Program expenditures first from the \$2,600,000.00 appropriated by the State of Utah. Once the State of Utah funds are expended, UTA shall pay Program expenditures from the commingled funds contributed by the remaining Parties and any third party contributors. UTA shall issue a quarterly statement of contributions received, interest earned, invoices paid and current balance of the Account for Party and public review. UTA agrees to make all financial records associated with the Account available to any Party or third party contributor upon request. The Account may be audited at the request of any Party or third party contributor at the requestor's own expense.

10. **CONTRACTOR SELECTION AND ADMINISTRATION.** UTA, as administrator of the Account described in Paragraph 9, shall be responsible for administration of the Program contracts described in Paragraphs 5 and 6, or additional contracts as authorized by the Executive Committee. UTA's services as administrator will be provided at no charge to the Program. UTA shall issue requests for proposals and administer Program contracts in accordance with its policies. The Executive Committee shall appoint members of the Executive Committee and Steering Committee representing diverse interests to participate on the evaluation and selection committees for any Program contracts. UTA shall coordinate with the Steering Committee, or the Program Facilitator as authorized by the Steering Committee, in

such matters as issuing Notices to Proceed, change orders, accepting the work products of the technical consultants and similar items.

In no event shall UTA be expected or required to enter into contracts committing UTA to pay amounts in excess of funds already appropriated to the Program and deposited into the Account described in Paragraph 9. UTA will not enter into any contracts committing Program funds without the knowledge and consent of the Steering Committee.

11. PAYMENT OF INVOICES. UTA will forward invoices received from the Program Facilitator, technical consultants, or other contractors, to the other Parties for review and approval. Each Party shall have ten (10) business days in which to review and either approve or disapprove payment of the invoice (in whole or in part). Failure to notify UTA of disapproval within ten (10) business days will be deemed approval. UTA will not process any invoices for payment from the Account until approval from all Parties has been provided, whether through express approval or non-response within ten (10) business days. Any portion of an invoice that is not approved will not be paid until issues of concern have been resolved and a revised invoice has been distributed to all Parties and all Parties have approved the revised invoice, whether through express approval or non-response within ten (10) business days.
12. COORDINATION AND INFORMATION SHARING. The Parties agree to keep each other timely informed of substantive independent communications and activities related to the Program. The Program Facilitator may speak on behalf of the Program to third parties, including the media, as authorized by the Scope of Work for the Program Facilitator. The Parties agree to make available to the Program relevant and useful information procured or maintained in the ordinary course of a Party's business.
13. ENTIRE AGREEMENT; AMENDMENT. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by any Party or agents of any Party that are not contained in this Agreement shall be binding or valid. Alterations, extensions, supplements or modifications to the terms of this Agreement shall be agreed to in writing by the Parties, incorporated as amendments to this Agreement, and made a part hereof. Notwithstanding the foregoing, the Parties hereby authorize the Executive Committee to amend this Agreement to include new funding partners, on the same terms contained herein, without further approval from the Parties' respective legislative bodies. To the extent of any conflict between the provisions of this Agreement and the provisions of any later agreements, the later agreements shall be controlling.
14. RECORDS. Records pertaining to this Agreement, specifically including but not limited to records pertaining to procurement or financial matters under this Agreement, will be maintained by UTA subject to the Utah Government Records Access and Management Act and applicable Federal law. Records created by or

through the work of the Program Facilitator and the technical consultants shall be maintained by such consultants in accordance with their respective Scopes of Work.

15. WITHDRAWAL FROM AGREEMENT. Any Party may withdraw from participation in the Program by giving written notice of such termination to all other Parties and specifying the effective date thereof. No Party or Parties withdrawing from participation hereunder shall be entitled to any refund of any monies previously contributed to Phase I expenses pursuant to this Agreement; provided, however, any such Party or Parties shall not be obligated to make any further contributions contemplated in this Agreement following the date of such withdrawal.

16. TERMINATION OF THE AGREEMENT. At the expiration of this Agreement or if the Executive Committee determines the Program should be discontinued, any funds remaining in the Account described in Paragraph 9, including any accrued interest, shall be refunded to each Party or contributor *pro rata*.

17. DISPUTE RESOLUTION

- A. The Parties agree to make a good faith effort to resolve any dispute regarding the construction or interpretation of any provision of this Agreement, or regarding any policy matter or the determination of an issue of fact, at the lowest reasonable and appropriate possible level. In the event any such dispute is not able to be resolved in this manner, the dispute shall be referred to the Steering Committee for resolution of the dispute.
- B. If the dispute is not resolved by the Steering Committee, within fourteen (14) calendar days from the date of first notification by one Party to the other of the disputed issue, the dispute may be advanced, by any Party to the Executive Committee.
- C. If the dispute is not resolved by majority vote of the Executive Committee within 30 days after referral to the Executive Committee, then the Parties to the dispute shall refer the dispute for resolution to a single mediator, agreed upon by the Parties involved in the dispute. If the Parties are unable to agree upon a single mediator, the matter shall be referred for resolution to a three-member Mediation Panel to be mutually agreed upon by all Parties involved in the dispute. Panel members shall be independent of the entities involved in the dispute and shall be recognized and approved by State and/or federal courts as qualified and experienced mediators/arbitrators. Each Party to the dispute shall pay its own costs and fees, including a prorated share of the fees for the appointed mediator(s). Any of the above time periods may be modified by mutual agreement of the Parties to the dispute.
- D. If the dispute cannot be resolved by the mediator or Mediation Panel within 90 days from the date of referral to the mediator or Mediation Panel, or if the parties involved in the dispute cannot mutually agree upon a mediator or the members of the Mediation Panel, the dispute may be brought before a court or

other tribunal appropriate under the circumstances for *de novo* review. A matter may proceed to court only after exhaustion of the above procedures.

18. NOTICES. Notices required under this Agreement shall be sent to the Designated Representative at the contact information set forth below, with a copy, if applicable, to the following:

UDOT

Executive Director Carlos Braceras
Utah Department of Transportation
4501 South 2700 West
P.O. Box 141245
Salt Lake City, UT 84114-1245

Copy to:

Renee Spooner
Utah Department of Transportation
4501 South 2700 West
P.O. Box 148455
Salt Lake City, UT 84114-8455

Copy to:

Jason Davis
Utah Department of Transportation
Region Two
2010 South 2760 West
Salt Lake City, Utah 84104

UTA

General Manager Michael Allegra
669 West 200 South
Salt Lake City, UT 84101
Email: mallegra@rideuta.com

Copy to:

UTA General Counsel
669 West 200 South
Salt Lake City, UT 84101

SALT LAKE CITY

Mayor Ralph Becker
451 South State Street, Room 306
P.O. Box 145474
Salt Lake City, UT 84114
Telephone: 801-535-7704
Email: Ralph.Becker@slcgov.com

Copy to:

ATTN: Salt Lake City Attorney
451 South State Street, Room 505
P.O. Box 145478
Salt Lake City, UT 84114-5478
Telephone: (801) 535-7788

COTTONWOOD HEIGHTS

Mayor Kelvyn H. Cullimore, Jr.
1265 East Fort Union Blvd., Suite 250
Cottonwood Heights, UT 84047
Email: kcullimore@ch.utah.gov

Copy to:

c/o Wm. Shane Topham
Callister Nebeker & McCullough
10 East South Temple, 9th Floor
Salt Lake City, UT 84111
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ALTA

Mayor Tom Pollard
Town of Alta
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Alta, UT 84052
Telephone: (801) 363-5105
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PARK CITY

Council Member Andy Beerman
Park City Municipal Corporation
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Park City, UT 84060-1480
Email: diane@parkcity.org

City Attorney
Park City Municipal Corporation
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Park City, UT 84060-1480
Telephone: (435) 615-5025

SANDY CITY

Mayor Tom Dolan
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10000 Centennial Parkway
Sandy, Utah 84070

Copy to:

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Sandy, Utah 84070
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Email: jhiskey@sandy.utah.gov

SALT LAKE COUNTY

Mayor Ben McAdams
Salt Lake County Government Center
2001 South State Street, Ste N2100
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Salt Lake City, Utah 84114-4575
Email: ben@slco.org

Copies to:

ATTN: Kimberly Barnett
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PO Box 144575
Salt Lake City, Utah 84114-4575
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And

ATTN: Jeremy Keele
Salt Lake County Government Center
2001 South State Street, Ste N2100
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Salt Lake City, Utah 84114-4575
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SUMMIT COUNTY

Christopher Robinson
Summit County Council
P.O. Box 982288
Park City, Utah 84098
Email: cfrobinson@summitcounty.org

Copy to:

Attn: David L. Thomas
60 N. Main
P.O. Box 128
Coalville, Utah 84017

WASATCH COUNTY

Council Member Steve Capson
25 North Main Street
Heber City, Utah 84032

Copy to:

Wasatch County Attorney
805 West 100 South
Heber City, Utah 84032

MWDSLS

Michael L. Wilson, General Manager
3430 East Danish Road
Cottonwood Heights, Utah 84093
Telephone: (801) 942-9685
Email—wilson@mwdsls.org

Except as otherwise provided in this Agreement, any notice, demand, request, consent, submission, approval, designation or other communication which any Party is required or desires to give under this Agreement shall be made in writing and mailed, faxed, or emailed to the other Parties addressed to the attention of the Designated Representative. A party may change its Designated Representative, address, telephone number, facsimile number, or email address from time to time by giving notice to the other Parties in accordance with the procedures set forth in this Section.

19. INTERLOCAL COOPERATION ACT REQUIREMENTS. In satisfaction of the requirements of the Interlocal Act, the Parties agree as follows:

(a) This Agreement shall be authorized by resolution of the legislative body of each Party pursuant to Section 11-13-202.5 of the Interlocal Act, and the Executive Director of UDOT.

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act;

(c) A duly executed copy of this Agreement shall be filed with the keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Act;

(d) Except as otherwise specifically provided herein, and in addition to the funding obligation of Paragraph 8, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs; and

(e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the Mayor or chief executive officer of each Party. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

20. NO THIRD PARTY BENEFICIARIES. There are no intended third party beneficiaries to this Agreement. It is expressly understood that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any claim or right of action by any third person under this Agreement. It is the express intention of the Parties that any person other than the Party who receives benefits under this Agreement shall be deemed an incidental beneficiary only.

21. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterpart originals, all such counterparts constituting one complete executed document.

22. AUTHORIZATION. Each Party is duly authorized to enter this Agreement.

IN WITNESS WHEREOF, the above-identified Parties enter this Agreement effective the date of the last Party's signature, except for the purposes of funding under Paragraph 8, the effective date as to each Party is the date of that Party's signature

Signed this ____ day of _____, 2013.

UTAH DEPARTMENT OF
TRANSPORTATION

Carlos Braceras, Executive Director

Approved as to Form

Salt Lake County agrees to provide \$200,000 (subject to required appropriations).

Signed this ____ day of _____, 2013.

SALT LAKE COUNTY

Ben McAdams, Mayor

Approved as to Form

Summit County agrees to provide \$50,000 (subject to required appropriations).

Signed this ____ day of _____, 2013.

SUMMIT COUNTY

Christopher Robinson, Council Chair

Approved as to Form

David L. Thomas
Chief Civil Deputy

Salt Lake City agrees to provide \$200,000 (subject to required appropriations).

Signed this ____ day of _____, 2013.

SALT LAKE CITY

Ralph Becker, Mayor

Approved as to Form

City of Sandy agrees to provide \$100,000 (subject to required appropriations).

Signed this ____ day of _____, 2013.

CITY OF SANDY

Tom Dolan, Mayor

Approved as to Form

Cottonwood Heights agrees to provide \$50,000 (subject to required appropriations).

Signed this ____ day of _____, 2013.

COTTONWOOD HEIGHTS

ATTEST:

Kelvyn H. Cullimore, Jr., Mayor

Linda W. Dunlavy, Recorder

Approved as to Form

Wm. Shane Topham, City Attorney

Park City Municipal Corporation agrees to provide \$100,000 (subject to required appropriations).

Signed this ____ day of _____, 2013.

PARK CITY MUNICIPAL CORPORATION

Dana Williams, Mayor

Approved as to Form

Utah Transit Authority agrees to provide \$200,000 (subject to required appropriations).

Signed this ____ day of _____, 2013.

UTAH TRANSIT AUTHORITY

Michael Allegra, General Manager

Matt Sibul, Chief Planning Officer

Approved as to Form

Town of Alta agrees to provide \$25,000 (subject to required appropriations).

Signed this ____ day of _____, 2013.

TOWN OF ALTA

Approved as to Form

Wasatch County agrees to provide \$50,000 (subject to required appropriations).

Signed this ____ day of _____, 2013.

WASATCH COUNTY

Approved as to Form:

MWDSLS agrees to provide \$100,000 (subject to required appropriations).

Signed this ____ day of _____, 2013.

METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY

Michael L. Wilson, General Manager

Approved as to Form:

Shawn E. Draney, General Counsel

EXHIBIT A

Phase 1 Decisions and Deliverables

The outcome of Phase 1 is the project Purpose and Need, and general consensus on the following overarching decisions:

Project Element	Phase 1 Decisions and Deliverables
Transit	Mode, general alignment, termini, construction phasing, preliminary cost
Roadway	Required roadway changes, preliminary cost
Municipal watershed; source water protection	Land and environmental protection in municipal watersheds, costs associated with conservation easements, land/stream/forest restoration, mitigation, and source water protection
Land Use	Concept-level land use for jurisdictional master plans, wilderness considerations, ski resort considerations, conservation easement considerations
Federal Lands	Concept plan, identification of any necessary Plan Amendments
Economics & Funding	Financial costs and benefits to regions and state. Funding sources, mechanisms, income stream.



City Council Staff Report

Subject: Proposed Soil Ordinance Revisions
Author: Joan Card and Jim Blankenau
Department: Sustainability
Date: August 1, 2013
Type of Item: Work Session

Summary Recommendation:

Direct staff to discuss with EPA and the Utah Department of Environmental Quality proposed revisions to the Soil Ordinance.

Topic:

Proposed Soil Ordinance revisions.

Background:

In January 2013, Mayor and Council appointed a Blue Ribbon Commission on the Soil Ordinance and Soil Disposal Options, the "Soil Commission."

The Soil Commission is a multi-faceted community task force charged to:

- (1) understand and evaluate the environmental and economic challenges presented by Park City's mining legacy;
- (2) explore possible changes to the Park City Soil Ordinance;
- (3) explore mine waste soil disposal options and their economic impacts; and,
- (4) make recommendations to Council that balance public and private interests and that will inform future Council actions.

The goals for the Soil Commission include education, community involvement, and a thorough review of the issues.

The Soil Commission was asked to meet and provide a set of recommendations for action to the Mayor and Council. The Soil Commission held 8 Monday morning meetings between February 4, 2013 and April 1, 2013. The Soil Commission had more than 16 hours of education and discussion on the topics related to their charge. Agendas, minutes and the final recommendations of the Soil Commission are posted on the City's web site under "Boards and Commissions" at <http://www.parkcity.org/index.aspx?page=1043>.

The Soil Commission approved a number of recommendations on April 1, 2013. Several of them related to the City's Soil Ordinance as follows:

“Develop a segregation program in the Soil Ordinance that EPA and UDEQ can support.

- o The segregation program should address segregating hazardous from non-hazardous contaminated soils as well as segregating clean soil from contaminated soil.
- o The Soil Ordinance should be changed to allow the export of clean soil for reuse outside the Soil Ordinance Boundary.
- o Segregating hazardous soil from non-hazardous soil will mitigate the costs of disposing of hazardous soils.
- o Segregating contaminated soil from clean soil and allowing the export of clean soil from the Soil Ordinance Boundary will allow more options for managing contaminated soil safely within the Soil Ordinance Boundary rather than paying for costly off-site disposal.
- o This may be the most important of the recommended revisions to the Soil Ordinance.”

“Rename the Soil Ordinance to better reflect the nature and purpose of the ordinance.

- o “Park City Landscaping and Maintenance of Soil Cover” does not adequately describe the ordinance.
- o Renaming the ordinance can help inform and educate property owners, potential buyers and real estate professionals.
- o Possibly use the term “mine” or “mining” in the name.
- o The new name should not instill fear or panic.”

“Revisit the Soil Ordinance Boundary.

- o The City should conduct an analysis similar to a Phase I Environmental Site Assessment, including but not limited to, historical records, historical photographs, visual observation, and drainage patterns.
- o The priority for any expansion should be residential areas and areas ripe for future development.
- o Inclusion of open space in the boundary may not be necessary.
- o Consideration should be given to allow management of contaminated soils within the boundary in certain cases.
- o The boundary should be revisited from time to time.”

“Do not change the clean cover lead (Pb) standard for occupied property of 200 parts per million at this time.

- o The current Soil Ordinance standard is more protective than EPA’s current standard.

- o The City should monitor Centers for Disease Control (CDC) and EPA revisions of the lead (Pb) standard and consider modifying the lead standard in the City's ordinance."

"The Soil Ordinance should be enforceable and include appropriate permitting requirements for the spectrum of projects involving soil management in the Soil Ordinance Boundary.

- o Education of landowners and contractors and compliance assistance are the most important goals of a new permitting program.
- o Small projects, such as planting a tree, should be exempt from permitting.
- o Large projects should involve certification or the requirement to use an environmental engineer.
- o There should be a duty to apply for a Certificate of Compliance in the ordinance."

"The recommendations of the Blue Ribbon Commission on the Soil Ordinance and Soil Disposal Options should be shared with EPA and other partners at an appropriate point in the City's process."

Analysis:

In consideration of the preceding recommendations, staff has prepared a revised draft Soil Ordinance, which is attached. In summary, the revised Soil Ordinance would include the following:

- Be renamed to the "Mine-Impacted Soil Cover and Excavation Program."
- Include a revised boundary, eliminating parcels in EPA's OU3 and expanding to certain areas of Old Town where existing data show elevated levels of lead (Pb). Staff is still developing this.
- Allow the use of an X-Ray Fluorescence field measuring device for compliance.
- Allow a combination of 6" of soil and bark (currently allows only 6" of either). This should mitigate cost and creates a better cap than 6" of bark does.
- Allow the use of bagged planting soil purchased at a retail store without the need for testing. This should mitigate the cost of small residential projects.
- Add a permit requirement for landscaping or excavation work that doesn't already require a building permit. This should help ensure that

landscaping projects are in conformance with the Soil Ordinance, which protects residents and eliminates surprises in real estate transactions.

- Include a permit exemption for excavations of less than 3 cubic yards of soil. Typically an exemption will be limited to 1 cubic yard. We recommend asking if the agencies will accept our proposed 3 cubic yard exemption.
- Allow the separation of clean, contaminated and hazardous soil (three types of soil under the federal regulations) for disposal or reuse purposes upon the approval of a plan by the Environmental Regulatory Program Manager. This is called a “separation, management, reuse and disposal plan.”
- Require a licensed environmental engineer to prepare any soil “separation, management, reuse and disposal plan.”
- Add a map of the Marsac Mill Voluntary Cleanup site. This will help ensure the integrity of the cleanup as required by the site maintenance plan.
- Continue the current standard of 200 ppm lead (Pb) for residential property.
- Change the current standard of 1000 ppm lead (Pb) from “vacant” property to “non-residential” property. This is more typical in environmental programs based on the potential for regularly exposure, especially for children (who may be attracted to vacant lots).
- Allow a property owner one year to comply with the soil cover requirement if the property is deemed to be out of compliance.
- Extends the overall date of compliance for non-sampled lots to 2015. This will allow property owners and staff adequate time for inspection of noncompliant lots, especially throughout the Old Town areas in the boundary.
- Adds the option for a civil penalty (currently provides only for criminal penalties).

The specific proposed revisions are in the attached document.

EPA and UDEQ concurrence on the proposed revisions is necessary. Staff proposes to review these proposed revisions with these agencies upon Council direction to do so. Agency comments and feedback will be brought to Council in a future work session prior to any decision to move forward with revisions to the Soil Ordinance.

Department Review:

This report was reviewed by Legal and Executive Departments.

Alternatives:**A. Approve:**

This will allow staff to begin the process of drafting a revised Soil Ordinance for City Council approval which will be consistent with the recommendations of the Soil Commission.

B. Deny:

This will result in the status quo and fail to implement the recommendations of the Soil Commission in a timely manner.

C. Modify:

Staff is open to specific input by Council that may result in modifications to the attached proposal.

D. Continue the Item:

This will result in the status quo and fail to implement the recommendations of the Soil Commission in a timely manner.

E. Do Nothing:

This will result in the status quo and fail to implement the recommendations of the Soil Commission in a timely manner.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Unique and diverse businesses + Every City employee is an ambassador of first-class service	+ Reduced municipal, business and community carbon footprints + Economically and environmentally feasible soil disposal		+ Fiscally and legally sound + Ease of access to desired information for citizens and visitors
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Positive 	Very Positive 	Neutral 	Positive 
Comments:				

Funding Source:

The funding source is staff time, and possible travel expenses, from the environmental regulatory program operating budget.

Consequences of not taking the recommended action:

The Soil Commission recommendations related to Soil Ordinance revisions are designed to achieve: (1) general education and protection of human health and (2) cost mitigation for compliance with the Soil Ordinance in the absence of a local repository for disposal. Failure to take proposed revisions to the regulatory agencies for their review and comment will disregard the work of the Soil Commission and limit the City's ability to ensure the goals of the Soil Ordinance are achieved and mitigate the costs of compliance with local, state and federal environmental regulation.

Recommendation:

Direct staff to discuss with EPA and the Utah Department of Environmental Quality proposed revisions to the Soil Ordinance.

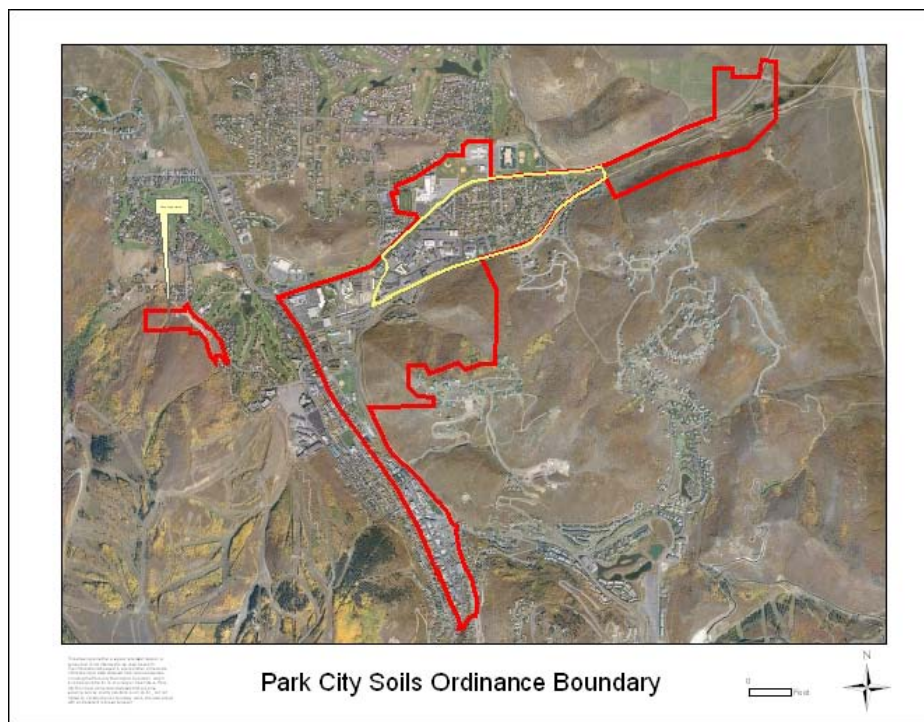
Attachments:

Proposed Mine-Impacted Soil Cover and Excavation Program Ordinance in “Track Changes” Format

**CHAPTER 15 - ~~PARK CITY LANDSCAPING AND MAINTENANCE OF SOIL-
COVER~~MINE-IMPACTED SOIL COVER AND EXCAVATION PROGRAM, aka SOIL
ORDINANCE-**

11-15- 1. ~~AREA~~BOUNDARY.

This Chapter shall be in full force and effect only in that area of Park City, Utah, which is depicted in the map below and accompanied legal description, hereinafter referred to as the Soils Ordinance Boundary.



(Amended by Ord. No. 03-50)

MAP OF AREA SUBJECT TO ~~LANDSCAPING AND TOPSOIL-THE~~ REQUIREMENTS OF THIS CHAPTER (ORIGINAL MAP AMENDED BY THIS ORDINANCE ON FILE IN THE CITY RECORDER'S OFFICE) and as described as follows:

Beginning at the West 1/4 Corner of Section 10, Township 2 South, Range 4 East, Salt Lake Base & Meridian; running thence east along the center section line to the center of Section 10, T2S, R4E; thence north along the center section line to a point on the easterly Park City limit line, said point being South 00°04'16" West 564.84 feet from the north 1/4 corner of Section 10, T2S, R4E; thence

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along the easterly Park City limit line for the

following thirteen (13) courses: North 60°11'00" East 508.36'; thence North 62°56' East 1500.00'; thence North 41°00' West 30.60 feet; thence North 75°55' East 1431.27'; thence North 78°12'40" East 44.69 feet; thence North 53°45'47" East 917.79 feet; thence South 89°18'31" East 47.22 feet; thence North 00°01'06" East 1324.11 feet; thence North 89°49'09" West 195.80 feet; thence South 22°00'47" West 432.52'; thence South 89°40'28" West 829.07 feet; thence North 00°09'00" West 199.12 feet; thence West

154.34 feet to a point on the west line of Section 2, T2S, R4E; thence south on the section line to the southerly right-of-way line of State Route 248; thence westerly along said southerly right-of-way line to the easterly right-of-way line of State Route 224, also known as Park Avenue; thence southerly along the easterly line of Park Avenue to the west line of Main Street; thence southerly along the westerly line of Main Street to the northerly line of Hillside Avenue; thence easterly along the northerly line of Hillside Avenue to the westerly line of Marsac Avenue, also known as State Route 224; thence northerly along the westerly line of Marsac Avenue to the westerly line of Deer Valley Drive; thence northerly along the westerly line of Deer Valley Drive, also known as State Route 224, to the southerly line of Section 9, T2S, R4E; thence easterly to the west line of Section 10, T2S, R4E; thence northerly to the point of beginning.

Together with the following additional parcels:

Spiro Annexation Area Legal Description:

A parcel of land located in Summit County, Utah, situated in the southeast quarter of Section 8, Township 2 South, Range 4 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point that is South 396.80 feet and West 1705.14 feet from the East quarter corner of Section 8, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being a 5/8" rebar on the westerly right-of-way line of Three Kings Drive, as described on the Arsenic Hall Annexation Plat, recorded no. 345954 in the office of the Summit County Recorder, said point also being on a curve to the left having a radius of 625.00 feet of which the radius point bears North 71°08'49" East; and running thence southeasterly along said right-of-way line the following three (3) courses: (1) southeasterly along the arc of said curve 352.91 feet through a central angle of 32°21'09"; thence (2) South 51°12'20" east 141.13 feet to a point on a curve to the right having a radius of 290.00 feet, of which the radius point bears South 38°47'40" West; thence (3) along the arc of said curve 70.86 feet through a central angle of 14°00'00"; thence along the southwesterly right-of-way line of Three Kings Drive and along the arc of a 680.00 foot radius curve to the left, of which the chord bears South 47°16'17" East

235.91 feet; thence along the westerly boundary of the Dedication Plat of Three Kings Drive and Crescent Road, recorded no.116010 in the office of the Summit County Recorder, the following eight (8) courses: (1) South 57°12'20" east 39.07 feet to a point on a curve to the right having a radius of 495.00 feet, of which the radius point bears South 32°47'40" West; thence (2) along the arc of said curve 324.24 feet through a central angle of 37°31'50"; thence(3) South 19°40'30" East 385.45 feet to a point on a curve to the left having a radius of 439.15 feet, of which the radius point bears North 70°19'30" East; thence (4) along the arc of said curve 112.97 feet through a central angle of 14°44'21" to a point of reverse curve to the right having a radius of 15.00 feet, of which the radius point bears South 55°35'09" West; thence (5) southerly along the arc of said curve 22.24 feet through a central angle of 84° 57'02" to a point of compound curve to the right having a radius of 54.94 feet, of which the radius point bears North 39°27'49" West; thence (6) westerly along the

arc of said curve 115.99 feet through a central angle of 120°57'49"; thence (7) North 08°30'00" West 31.49 feet to a point on a curve to the left having a radius of 105.00 feet, of which the radius point bears South 81°30'00" West; thence (8) along the arc of said curve 378.43 feet through a central angle of 206°30'00" to a point on the easterly line of Park Properties, Inc. parcel, Entry no. 129128, Book M73, page 31, in the office of the Summit County Recorder; thence along the easterly boundary of said parcel the following five (5) courses: (1) North 42°30'00" West 220.00 feet; thence (2) North 11°00'00" West 235.00 feet; thence (3) North 21°32'29" West 149.57 feet (deed North 21°30'00" West 150.00 feet) to a 5/8" rebar; thence (4) North 42°30'49" West 195.18 feet (deed North 42°30'00" West 195.29 feet) to a 5/8" rebar; thence (5) North 89°57'46" West 225.95 feet (deed West 224.19 feet) to a 5/8" rebar; thence along a boundary of Park Properties, Inc. parcel, Entry no. 324886, Book 565, Page 717, in the office of the Summit County Recorder the following three (3) courses: (1) North 02°45'19" East 99.92 feet (deed North 100.20 feet) to a 5/8" rebar; thence (2) North 89°51'20" West 496.04 feet to a 5/8" rebar; thence (3) North 89°35'52" West 481.94 feet (deed North 89°45'00" West 992.17 feet for courses (2) and

(3) to a point on the west line of the southeast quarter of Section 8, Township 2 South, Range 4 East, Salt Lake Basin and Meridian; thence along said quarter section line North 00°15'24" West 407.62 feet to a point on the Bernolfo Family Limited Partnership parcel, Entry no. 470116, Book 1017, Page 262, in the office of the Summit County Recorder, thence North 89°59'54" East 482.91 feet (deed East 493.92 feet) to a point on the Vince D. Donile parcel, Entry no. 423999, Book 865, Page 287, in the office of the Summit County Recorder, said point being a 5/8" rebar and cap; thence along said parcel the following five (5) courses: (1) South 89°59'49" East 358.30 feet (deed East 358.35 feet) to a point on a non tangent curve to the right having a radius of 110.00 feet, of which the radius point bears South 88°41'47" East (deed South 88°44'18" East); thence (2) northerly along the arc of said curve 24.32 feet (deed 24.14 feet) through a central angle of 12°39'58" to a 5/8" rebar cap; thence (3) North 13°46'17" East 49.98 feet (deed North 13°50'00" East 50.00 feet) to a 5/8" rebar and cap on a curve to the right having a radius of 60.00 feet (chord bears North 27°16'47" East 28.00 feet); thence (4) northeasterly along the arc of said curve 28.26 feet (deed 28.27 feet) through a central angle of 26°59'09" to a 5/8" rebar and cap; thence (5) North 40°46'38" East 83.23 feet (deed North 40°50'00" East 83.24 feet) to the point of beginning.

The basis for bearing for the above description is South 00°16'20" West 2627.35 feet between the Northeast corner of Section 8, and the East quarter corner of Section 8, Township 2 South, Range 4 East, Salt Lake Base & Meridian. TAX SERIAL NOS. PP25-A AND PCA-1002-C-1 To be combined with a parcel of land located in Summit County, Utah, situated in the southeast quarter of Section 8, Township 2 South, Range 4 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point that is West 1727.82 feet and South 310.72 feet from the East quarter corner of Section 8, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being on the westerly right-of-way of Three Kings Drive and running thence West 417.99 feet; thence South 246.59 feet; thence East 358.35 feet to a point on a curve to the right, the radius point of which bears South 88°44'18" east 110.00 feet; thence northeasterly along the arc of said curve 24.14 feet to the point of tangency; thence North 13°50'00" East 50.00 feet to the point of a 60.00 foot radius curve to the right; thence northeasterly along the arc of said curve 28.27 feet to the point of tangency; thence North 40°50'00" East 83.24 feet to a point on the westerly right-of-way of Three Kings Drive, said point being on a curve to the right, the radius point of which bears North 71°07'38" East 625 feet; thence northwesterly along the arc of said curve and along the right-of-way 89.33 feet to the point of beginning. TAX SERIAL NOS. PCA1002-F

Also including the Park City High School and Elementary School properties identified as Tax Serial Numbers (PCA-2-2300-X, PCA-2-2300-A-1-X, PCA-2-2101-6-A-X, PCA-22101-6-X).

EXCEPTING THEREFROM all lots and parcels platted as Chatham Crossing Subdivision, Hearthstone Subdivision, Aerie Subdivision and Aerie Subdivision Phase 2, according to the official plats thereof recorded in the office of the Summit County Recorder.

(Amended by Ord. No. 03-50)

11-15- 2. MINIMUM COVERAGE WITH APPROVED TOPSOIL OR OTHER ACCEPTABLE MEDIA.

(A) ~~All real property~~ Owners of parcels and lots within the Soils Ordinance Boundary must ~~be install and maintain covered and maintained with~~ a minimum cover of six inches (6") of approved topsoil and acceptable cover described in Section 11-15-3 over soils exceeding the lead levels specified in Section 11-15-~~8(B)7~~, except where such real property is covered by asphalt, concrete, permanent structures or paving materials.

(B) As used in this Chapter, "approved topsoil" is soil that does not exceed 200 mg/Kg (total) lead representatively sampled and analyzed under an "approved method." As used in this Chapter, "approved method means" laboratory method SW-846 6010B or a properly calibrated X-Ray Fluorescence field measuring device.

Comment [JC1]: Verify method number.

(C) Owners of parcels and lots within the Soil Ordinance Boundary must stabilize the approved topsoil with grass or other suitable vegetation to prevent erosion of the 6" topsoil layer, except as allowed in subsection D.

(D) Property within the Soil Ordinance Boundary may be covered with weed barrier fabric if the weed barrier fabric is covered with six inches (6") of approved topsoil, rock or bark, or any 6" combination of the above, and maintained to prevent soil break through.

(E) As used in this Chapter, "soil break through" is defined as soil migrating through the weed barrier fabric and cover in a manner that exposes the public and shall be deemed in violation of this Chapter.

(F) As used in this Chapter, "xeriscape" is defined as a landscaping practice that uses plants that grow successfully in arid climates and a landscaping design intended to conserve City water resources.

~~(C) Parking of vehicles or recreational equipment shall be contained on impervious surfaces and not~~

| ~~areas that have been capped with acceptable media.~~

11-15- 3. ACCEPTABLE COVERPARKING.

~~(A) Parking of vehicles or recreational equipment shall be allowed only on surfaces such as asphalt, concrete, and paving materials. Parking is not allowed on areas that have been covered with approved topsoil or acceptable media. All areas within the Soils Ordinance Boundary where real property is covered with six inches (6") or more of "approved topsoil" defined in Section 11-15-2 (B) must be vegetated with grass or other suitable vegetation to prevent erosion of the 6" topsoil layer as determined by the Building Department.~~

~~(B) Owners that practice xeriscape are allowed to employ a weed barrier fabric if the property is covered with six inches (6") of rock or bark and maintained to prevent soil break through.~~

~~(C) As used in this Chapter, "soil break through" is defined as soil migrating through the fabric and cover in a manner that exposes the public and shall be deemed in violation of this Chapter.~~

~~(D) As used in this Chapter, "xeriscape" is defined as a landscaping practice that uses plants that grow successfully in arid climates and a landscaping design intended to conserve City water resources.~~

11-15- 4. ADDITIONAL PLANTINGLANDSCAPING REQUIREMENTS.

In addition to the ~~minimum coverage of topsoil~~ requirements set forth in Section 11-15-2 and ~~the vegetation requirements set forth in~~ Section 11-15-3, the following additional requirements shall apply:

(A) **FLOWER OR VEGETABLE PLANTING BED AT GRADE.** All flower or vegetable planting beds at grade shall be clearly defined with edging material to prevent edge drift and shall have a minimum depth of twenty-four inches (24") of approved ~~topsoil so that tailings are not mixed with the soil through normal tilling procedures.~~ Such topsoil shall extend twelve inches (12") beyond the edge material of the flower or vegetable planting bed.

(B) **FLOWER OR VEGETABLE PLANTING BED ABOVE GRADE.** All flower or vegetable planting beds above grade shall extend a minimum of sixteen inches (16") above the grade of the six inches (6") of approved topsoil cover and shall contain only approved topsoil or bagged planting soil purchased at a retail store.

(C) **SHRUBS AND TREES.** All shrubs planted after the passage of this Chapter shall be surrounded by approved topsoil or bagged planting soil purchased at a retail store ~~for in~~ an area, which is three times bigger than the rootball and extends six inches (6") below the lowest root of the shrub at planting. All trees planted after the passage of this Chapter shall have a minimum of eighteen inches (18") of approved topsoil around the rootball with a minimum of twelve inches (12") of approved topsoil below the lowest root of the tree.

**11-15- 5. EXCAVATION AND EXPORT OR DISPOSAL OR REMOVAL OF AREA SOIL;
PERMIT REQUIRED.**

(A) Following any work causing the disturbance of soils within the Soils Ordinance Boundary, such as digging, landscaping, and tilling soils, all disturbed soils must be collected and reintroduced onsite by either ~~onsite soil capping specified in meeting the requirements of~~ Section 11-15-2 or off-site disposal as required by this ~~Chapter Section and/or State and/or Federal law and~~ Section 11-15-6, as applicable.

(B) Excavated soil may be relocated within the Soil Ordinance Boundary upon the prior approval of the Environmental Regulatory Program Manager. Soil generated within the Soil Ordinance Boundary may be relocated within the Soil Ordinance Boundary only if the soil taken to the receiving property is covered in accordance with the requirements of 11-15-2.

(C) All soil generated from the Soils Ordinance Boundary that exceeds 200 mg/Kg (total) lead representatively sampled and analyzed under an approved method that cannot be reintroduced is not approved for relocation -within the Soils Ordinance Boundary and are destined-planned for off-site disposal outside the Soil Ordinance Boundary must be sampled and characterized with representative sampling and tested at a State Certified Laboratory as follows:-

~~(1C)~~ Unless an alternative is authorized by the permitted disposal facility, Soils exhibiting a hazardous characteristic exceeding the following Toxic Characteristic Leaching Procedure (TCLP) standards, must be managed as a hazardous waste and disposed of within a Utah Department of Environmental Quality permitted disposal facility authorized to accept such hazardous waste:

Arsenic – 5.0 mg/L (TCLP) Method 6010 B-

Lead – 5.0 mg/L (TCLP) Method 6010 B-B. The generator(s) of such soils must obtain and maintain a record of disposal and provide it to the Environmental Regulatory Program Manager upon request.

~~(D2)~~ Soils not failing the TCLP standards of subsection (1) may be disposed within a non-hazardous landfill solid waste disposal facility provideding a “Disposal Acceptance Letter” to the Building DepartmentEnvironmental Regulatory Program Manager is issued by the permitted disposal facility.

~~(DE)~~ No soils generated within the Soils Ordinance Boundary are allowed to be exported for reuse as fill outside the Soils Ordinance Boundary, unless approved by the Environmental Regulatory Program Manager in accordance with the requirements of Section 11-15-6.

~~(F)~~ Reuse of generated soils within the Soils Ordinance Boundary is acceptable provided the receiving property is covered with six inches (6”) of clean topsoil or covered with an acceptable media, i.e. vegetation, bark, rock, as required by this Chapter.-

~~(G)~~ Soils that are relocated within the Soils Ordinance Boundary must be pre-approved by the Building Department before being relocated and reused.-

(E) A Soil Disturbance permit shall be obtained from the Environmental Regulatory Program Manager prior to any landscaping, excavation, digging, grading or grubbing on a parcel or lot in the Soil Ordinance Boundary that does not otherwise require a permit under Chapter [] and involves more than three (3) cubic yards of soil disturbance. The Soil Disturbance permit shall implement only the requirements of this Chapter.

11-15- 6. SOIL SEPARATION.

(A) Owners of parcels and lots in the Soil Ordinance Boundary may separate any excavated soil into three categories in accordance with 11-15-5(C) in accordance with a soil separation, management, reuse and disposal plan with prior approval by the Environmental Regulatory Program Manager. The disposal provisions of the plan shall meet the requirements of Section 11-15-5(C). The three categories of excavated soil are:

(1) Soil with total lead less than or equal to 200 mg/Kg representatively sampled and analyzed under an approved method. Such soil is not regulated under this Chapter.

(2) Soil with total lead that exceeds 200 mg/Kg representatively sampled and analyzed under an approved method and does not exhibit hazardous characteristics in accordance with 11-15-5(C)(1).

(3) Soil with total lead that exceeds 200 mg/Kg representatively sampled and analyzed under an approved method and does exhibit hazardous characteristics in accordance with 11-15-5(C)(1).

(B) A waste separation, management, reuse and disposal plan shall be prepared by a licensed professional engineer or geologist with environmental experience.

11-15-7. DUST CONTROL.

Contractor or owner is responsible for controlling dust during the time between beginning of construction activity and the establishment of plant growth sufficient to control the emissions of dust from any site. Due care shall be taken by the contractor or owner, to protect workmen while working within the site from any exposure to dust emissions during construction activity by providing suitable breathing apparatus or other appropriate control.

11-15- ~~87~~. CERTIFICATE OF COMPLIANCE.

(A) ~~The owner of a parcel or lot must obtain and maintain a Certificate of Compliance with the Soils Ordinance. Upon application by the owner of record or agent to the Park City Building Department and payment of the fee established by the department, the Park City Building Department The~~ Environmental Regulatory Program Manager shall inspect the applicant's property for compliance with this Chapter. When the property inspected complies with this Chapter, a Certificate of Compliance shall be issued to the owner by the ~~Park City Building Department~~Environmental Regulatory Program Manager.

(B) ~~Verifying soil cap depth and representative samples results that are equal to or below the following standards will result in full compliance and eligibility for the certificate~~certificate ~~Certificate of Compliance shall be issued if representative samples from the parcel or lot indicate one of the following: -~~

~~Occupied Property— (1) At residential parcels or lots and lots zoned for residential use, total Lead is less than or equal to 200 mg/Kg (Total) Method SW-846-6010~~Under an approved method.-

~~At non-residential parcels or lots, total Lead is less than or equal to 1000 mg/Kg (Total) Method SW-846-6010~~under an approved method.

11-15- ~~98~~. TRANSIT CENTER DISTURBANCE

All construction activity, utility modification, and landscaping that results in the breach of the installed protective cap or the generation of ~~soils~~soils at the Transit Center Marsac Mill Voluntary Cleanup Program site must be conducted in accordance to the ~~implemented~~ Site Management Plan, which is retained ~~within the Building Department~~by the Environmental Regulatory Program Manager.

[Add Map and Legal Description]

11-15- ~~109~~. PROPERTY WITH KNOWN NON-COMPLIANT LEVELS OF LEAD

(A) ~~Property-Parcels or lots that have been representatively sampled and exceeding the lead levels defined in Section 11-15-77 that have been representatively sampled and have not been capped~~installed a cover per in accordance with Section 11-15-2 are required to ~~comply with this Chapter~~obtain a Certificate of Compliance no later than one year from the date of notification by the Environmental Regulatory Affairs Manager~~December 31, 2004.~~

(B) ~~Owners of n~~Non-compliant parcels or lots exceeding the ~~criteria-lead levels defined within in~~ Section 11-15-7 will be sent two

(2) warning notices in an effort to correct the non-compliance ~~issue~~.

11-15- ~~110~~. WELLS.

~~All wells for culinary irrigation or stock watering use~~ are prohibited in the ~~Area (Soils Ordinance Boundary)~~, except authorized groundwater monitoring wells.

11-15- 1~~2~~4. NON-SAMPLED AND UNCHARACTERIZED LOTS.

~~(A) Parcels and lots in the Soil Ordinance Boundary~~ that have not been characterized through inspection and, if applicable, representative sampling and ~~are within the original Soils Ordinance Boundary~~ are required to be sampled by ~~the year October 15, 2018~~²⁰¹⁹.

11-15- 1~~3~~2. FAILURE TO COMPLY WITH CHAPTER.

~~Any person failing to landscape, maintain landscaping, control dust or dispose of tailings as required by this Chapter and/or comply with the provisions of this Chapter, shall be guilty of a Class B misdemeanor. Any person failing to comply with the provisions of this Chapter may be fined up to \$1,000 dollars per violation and/or guilty of a Class B misdemeanor. Each day of non-compliance may be found to be an additional violation. Any person failing to comply with the provisions of this Chapter may be found to have caused a public nuisance as determined by the City Council of Park City, and appropriate legal action may be taken against that person.~~

Comment [JC2]: Really? The Council decides this?



City Council Staff Report

Subject: Utility Easement for 425 Gillmor Way
Author: Sayre Brennan, Engineering Division
Date: August 1st, 2013
Type of Item: Legislative

Summary Recommendations:

Staff recommends that the City Council grant a Utility Easement, in a form approved by the City Attorney, to All West Communications for the purpose of constructing and accessing a fiber optic line across Park City Parcel PCRC-2-AM-X.

Description:

Park City parcel PCRC-2-AM-X abuts Gillmor Way and Ability Way and is located between 1000 Ability Way and 600 Gillmor Way. Presently, there are no physical improvements on this parcel. All West has requested a non-exclusive easement 10 feet in width, being 5 feet each side of parcel PCRC-2-AM-X to provide fiber optic service to the National Ability Center located at 1000 Ability Way. The utility easement would allow All West access for the construction and future operation, maintenance and repair of their proposed fiber optic line.

Background:

In the fall of 2012, All West communications contacted staff to see if it were possible to create a utility easement across parcel PCRC-2-AM-X to provide fiber optics to 1000 Ability Way (currently occupied by the National Ability Center).

Staff requested that All West review other alternatives. However, given the current layout of All West's existing infrastructure, the proposed route across parcel PCRC-2-AM-X was least costly and the most direct route. Staff was supportive of the plan with the contingency that All West meet and seek approval from all nearby utility providers. All West has replied with this request and has provided staff with a legal description and record of survey.

Analysis:

Approving the easement will allow All West to complete the fiber optic line so they can provide high speed communication to the National Ability center. All West plans to use a Cable Plow to place the duct for the fiber cable in the ground. This method uses a single plow blade that slices the ground and reels the duct in as it goes and, therefore, creates fewer disturbances to the surrounding ground. They will also need to use a small excavator to work around any obstacles but that will be at a minimum. They do not plan to place any vaults or hand holes along the Park City Municipal property. All West's access to vaults will be placed on the National Ability Center property. Denying the easement will require 1000 Ability Way to find an alternative route for their fiber optic line, which is cost prohibitive.

Department Review:

This report has been reviewed by Building, Legal, Public Works, Recreation, and Sustainability. Additionally, neighboring utility providers have reviewed the plans with All West. All concerns raised by these departments have been incorporated herein.

Alternatives:

A. Approve the Request:

Approving the easement will allow All West to complete the fiber optic line provide high speed communication to the National Ability's center. This is Staff's recommendation.

B. Deny the Request:

Denying the easement will require 1000 Ability Way to find an alternative route for their fiber optic line, which may be cost prohibitive.

C. Continue the Item:

If the Council desires more information about the easement, the item may be continued.

D. Do Nothing:

This would have the same affect as denying the request for the utility easement.

Significant Impacts:

Other than the construction scar across this parcel, which will take two to three years to heal, there are no other significant impacts arising from the recommended action.

Consequences of not taking the recommended action:

If the easement is not granted, 100 Ability Way would need to find an alternative route for their fiber optic line. This alternative route would most likely be cost prohibitive.

Recommendation:

Staff recommends that the City Council grant a non-exclusive utility easement, in a form approved by the City Attorney, to All West Communications for the purpose of constructing and accessing a proposed fiber optic line located across Park City Parcel PCRC-2-AM-X.

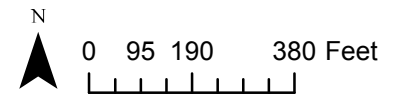
Attachments

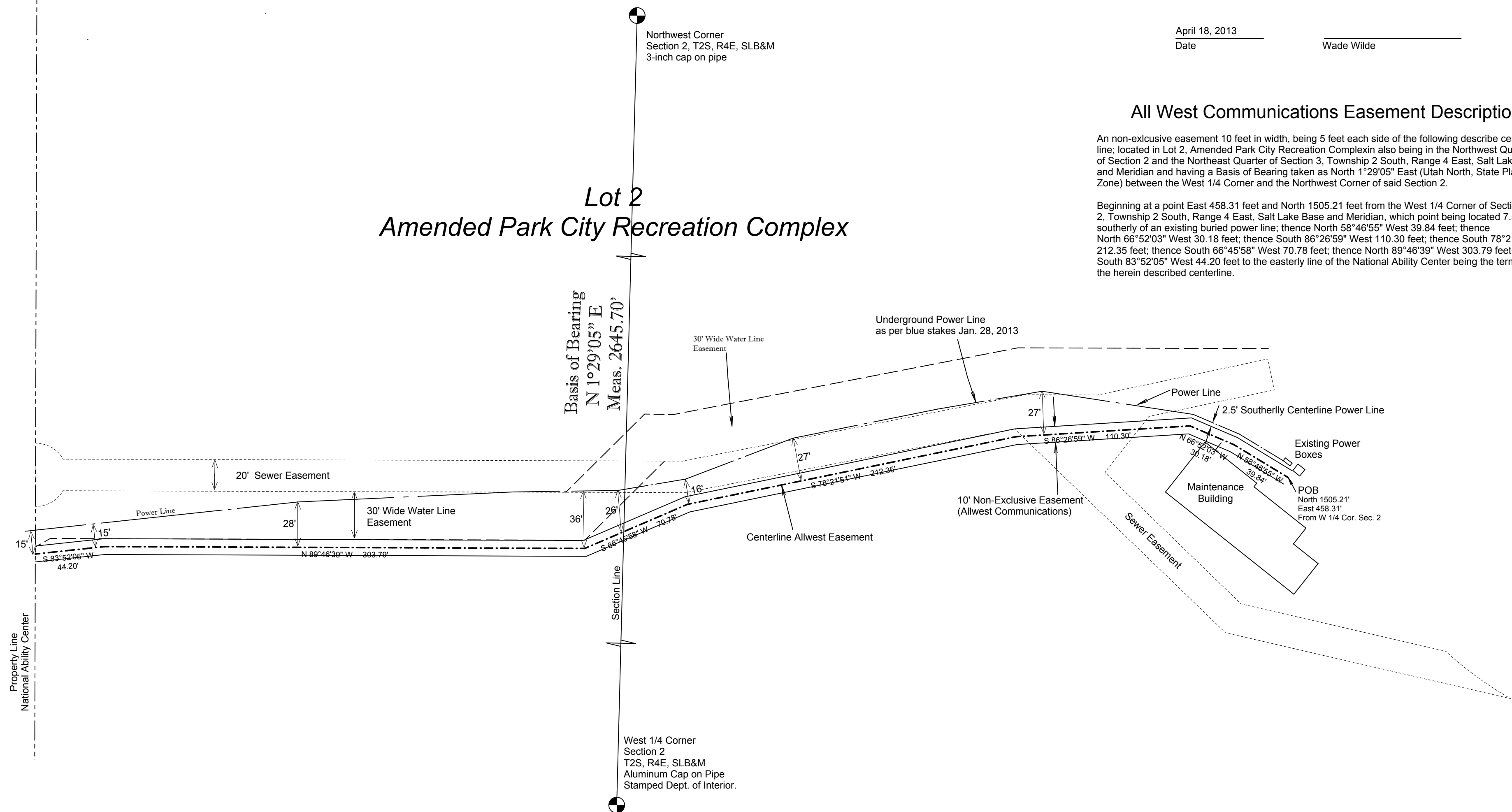
Map Overview

Record of Survey

Easement Agreement

Parcel: PCRC-2-AM-X



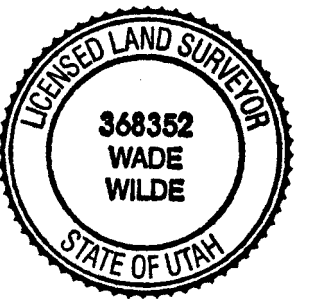


SURVEYOR CERTIFICATE

I, WADE WILDE, A Registered Professional Land Surveyor as prescribed by the laws of the State of Utah and holding License Number 368352, do hereby certify that a boundary survey of the described property was made by me or under my direction and that the plat hereon is a true and correct representation of said survey.

April 18, 2013
Date

Wade Wilde



All West Communications Easement Description

An non-exclusive easement 10 feet in width, being 5 feet each side of the following describe center line; located in Lot 2, Amended Park City Recreation Complex also being in the Northwest Quarter of Section 2 and the Northeast Quarter of Section 3, Township 2 South, Range 4 East, Salt Lake Base and Meridian and having a Basis of Bearing taken as North 1°29'05" East (Utah North, State Plane Zone) between the West 1/4 Corner and the Northwest Corner of said Section 2.

Beginning at a point East 458.31 feet and North 1505.21 feet from the West 1/4 Corner of Section 2, Township 2 South, Range 4 East, Salt Lake Base and Meridian, which point being located 7.50 feet southerly of an existing buried power line; thence North 58°46'55" West 39.84 feet; thence North 66°52'03" West 30.18 feet; thence South 86°26'59" West 110.30 feet; thence South 78°21'51" West 212.35 feet; thence South 66°45'58" West 70.78 feet; thence North 89°46'39" West 303.79 feet; thence South 83°52'05" West 44.20 feet to the easterly line of the National Ability Center being the terminus of the herein described centerline.

~~SNYDERVILLE BASIN WATER RECLAMATION DISTRICT~~

~~ROCKY MOUNTAIN POWER~~

~~CITY PUBLIC WORKS DEPARTMENT~~

Approved and Accepted
this _____ day of _____, 20____.
Snyderville Basin Water Reclamation District
BY: _____

Approved and Accepted
this _____ day of _____, 20____.
~~ROCKY MOUNTAIN POWER~~
BY: _____

Approved and Accepted
this _____ day of _____, 20____.
BY: _____
Director

Prepared For:
All West Communications

RECORD OF SURVEY

All West Communication Easement
Located in Lot 2, Amended Park City Recreation Complex
In the Northwest Quarter of Section 2 and the Northeast
Quarer of Section 3, T2S, R4E, SLB&M.
Park City, Summit County, Utah

SURVEYED BY: WW	DRAWN BY: WW
PCS FILE: allwest park city national ability easement	PROJECT NO:
DATE: April 18, 2013	

COMMENTS:

SHEET 1 OF 1

HIGH MOUNTAIN
SURVEYING, LLC
P.O. Box 445
1325 South Hoytsville Road
Coalville, Utah 84017
435-336-4210

When recorded return to:
PARK CITY MUNICIPAL CORPORATION
Attn: Engineering Department
P.O. Box 1480
Park City, UT 84060

GRANT OF NON-EXCLUSIVE UTILITY EASEMENT

For valuable consideration; the receipt and sufficiency of which is hereby acknowledged, Park City Municipal Corporation, a Utah municipal corporation, "Grantor", hereby grants to All West Communications, Inc., a Utah corporation, located in Summit County in the State of Utah, "Grantee", a utility easement in, across and through the following described property ("Property"), which easement shall be as described on Exhibit "A" which is attached hereto and incorporated herein by this reference, for the purpose of the construction, reconstruction, operation, maintenance, repair and eventual replacement of a fiber optic line.

Upon completion of the initial construction of the fiber optic line and any subsequent repair and replacement activities, Grantee shall restore the surface of the land disturbed within the easement area to as near as practicable to its original condition; provided, however, that Grantee shall not be required by this agreement or otherwise, to restore brush, trees or other mature vegetation to the easement area or to otherwise re-landscape the easement area in such a manner as to interfere with the Grantee's ability to gain access to the easement for operation, maintenance, repair or replacement activities. After construction and/or maintenance the Grantee shall ensure the property will be restored to the same condition or better than it was before the project. Grantee shall give notice to Grantor of any activity which will cause disturbance to the property except for emergency repairs.

Grantee understands that the Grantor may construct or permit others to construct or install fences, hard surfaced areas, or other permanent or temporary obstructions or improvements within the boundaries of the easement area that might interfere with the Grantee's ability to gain access to the easement for operation, maintenance, repair and replacement purposes. Any such obstruction installed or permitted to be constructed, installed or maintained within the boundaries of the easement area if needed to be removed for use of the easement shall be removed and replaced at Grantee's sole expenses.

Grantee agree to use best efforts to avoid and/or minimize interruption of use of trails in connection with its operation, maintenance, repair and replacement of the fiber optic line and appurtenant facilities located within the easement area.

The easement granted herein is subject to the condition that the Grantee shall indemnify and hold harmless, the Grantor, its heirs and successors against any and all liability caused by the acts of the Grantee, its contractors or agents, during the construction, operation or maintenance of

the fiber optic line provided for in this easement; the Grantor's right to indemnification or to be held harmless by the Grantee under the terms of this paragraph are expressly conditioned upon prompt and immediate notice to the Grantee of any claim or demand which would cause a claim against the Grantee and upon the Grantee right to defend any claim against the Grantor which would cause a claim of indemnification against the Grantor. This provision shall not be interpreted or construed to waive the rights of the Grantee to the affirmative defenses to claims provided under the Utah Governmental Immunity Act.

Dated this _____ day of August, 2013.

GRANTOR: **Park City Municipal Corporation**

Dana Williams, Mayor

Attest:

City Recorder's Office

Approved as to Form:

City Attorney's Office

GRANTEE: _____, Inc.

By: _____
(_____ print name and title)

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this 1st day of August, 2013, before me, the undersigned notary, personally appeared _____, personally known to me/proved to me through identification documents allowed by law, to be the person whose name is signed on the preceding or attached document, and acknowledged that he/she signed it voluntarily for its stated purpose as _____
(*title*) for All West Communications, a corporation.

Notary Public

EXHIBIT A

Site Address

425 GILLMOR WAY

Legal

LOT 2 PARK CITY RECREATION COMPLEX SUBDIVISION AMENDED; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE CONT 710,851.08 SQ FT OR 16.32 AC

Easement Description

An non-exclusive easement 10 feet in width, being 5 feet each side of the following described center line; located in Lot 2, Amended Park City Recreation Complex also being in the Northwest Quarter of Section 2 and the Northeast Quarter of Section 3, Township 2 South, Range 4 East, Salt Lake Base and Meridian and having a Basis of Bearing taken as North 1°29'05" East (Utah North, State Plane Zone) between the West 1/4 Corner and the Northwest Corner of said Section 2.

Beginning at a point East 458.31 feet and North 1505.21 feet from the West 1/4 Corner of Section 2, Township 2 South, Range 4 East, Salt Lake Base and Meridian, which point being located 7.50 feet southerly of an existing buried power line; thence North 58°46'55" West 39.84 feet; thence North 66°52'03" West 30.18 feet; thence South 86°26'59" West 110.30 feet; thence South 78°21'51" West 212.35 feet; thence South 66°45'58" West 70.78 feet; thence North 89°46'39" West 303.79 feet; thence South 83°52'05" West 44.20 feet to the easterly line of the National Ability Center parcel being the terminus of the herein described centerline.



City Council Staff Report

Subject: Paratransit Plan Amendments
Author: Scott Colley, Transit Shift Supervisor
Kent Cashel, Transit –Transportation Manager
Department: Transit Department
Date: August 1, 2013
Type of Item: Legislative

Summary Recommendations:

Staff recommends that the City Council review the proposed amendments to the Park City Transit Department Americans with Disabilities Act (ADA) Policy and Complementary Paratransit Plan. Council should hold a public hearing and adopt a resolution to implement the amended Plan.

Topic/Description:

Amendments to the Park City Transit Department ADA Policy and Complementary Paratransit Plan.

Background:

As an FTA grantee, Park City Transit is required to comply with Title II and Title III of the ADA and the implementing regulations found in 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance, 49 CFR Part 37 – Transportation Services For Individuals With Disabilities (ADA), and 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

As part of an annual plan certification process as required by 49 CFR 37.135(c), Park City Transit submitted its Paratransit Plan to the Utah Department of Transportation in January 2013. During review, our Compliance Officer, Brian Gallea, indicated areas of the Plan that required amendment to be compliant with ADA.

Analysis:

Based on the comments received from Brian Gallea, Staff conducted an internal review and analysis of updated rules and regulations and identified necessary changes to the City's Transit ADA & Paratransit Policy.

In drafting an updated Plan, staff sought comment from:

- UDOT Compliance Officer, Brian Gallea,
- And Geoff Ames of the Rocky Mountain ADA Center / Meeting The Challenge Inc., which provided technical assistance and consulting services to ensure recommended changes were in compliance with the ADA as consistent with industry best practices and standards.

The outcome of this collaboration resulted in numerous modifications to the Plan. Those changes include:

- Document reformatting
- Refined definitions
- Inclusion of a “no stranding” policy
- Policies regarding service animals
- Addition of fleet and service descriptions
- Modifications to the eligibility determination process
- Policies regarding transportation of oxygen tanks & breathing aids
- Modified Administrative Appeals Process
- Updated policy on “No Shows”

A detailed log and detailed explanation of changes is outlined below:

Section 1.

1. Added contact information for Park City Transit, address, and a link to information describing the Transit system were added to the heading, as required by 49 CFR 37.139.
2. Deleted “Title I” from the first sentence of Section 1 and replaced it with “Title III”, so that it reads:

Federal Transit Administration (FTA) grantees are required to comply with ~~Title I and~~ Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 which states that no entity will discriminate against an individual with a disability in connection with the provision of transportation service.

While Park City adheres to the requirements in Title I of ADA, this part provides for equal opportunity and non-discrimination in employment practices and does not have any bearing on the Paratransit Plan. Title III has been added because its regulations cover entities primarily engaged in transportation.

3. Included a description of the public input process used to develop the original plan in **1. Purpose**, as required by 49 CFR 37.139(f)(1).

Section 2.

1. Added “revenue service” clarification to **Transportation Facility and Vehicle Accessibility**, in accordance with 49 CFR 37.71(a) and 49 CFR 37.77(a) so that it reads:

“PCT will also ensure that all revenue service vehicles procured or leased will be readily accessible to and usable by individuals with disabilities.”

2. Added a description of current fleet makeup, routes, service area, and accessibility level to **2. Transportation Facility and Vehicle Accessibility** in accordance with 49 CFR 37.139(b).

PCT currently operates a fleet of thirty (30) Low Floor buses, six (6) Cut-Away buses, and one Trolley Bus on eleven (11) routes throughout the greater Park City area. All of PCT's vehicles and routes are 100% accessible to people with disabilities.

Section 3.

1. Added the following clarification of comparable service to **3. Paratransit As A Complement To Fixed-Route Service**, as provided in 49 CFR 37.121(a) and 49 CFR 37.129(b).

For example, paratransit trips:

- Will / may take approximately the same amount of time as the same trip on a fixed route service.
- May be combined or shared with other riders.
- May function as a feeder service to an accessible fixed route, where such service enables the individual to use the fixed route bus system for his or her trip.

Section 4.

1. Redefined Park City Transit's service as curb-to-curb under **4. Type of ADA Paratransit Service**. In considering the contents of FTA Topic Guide 5 – Origin to Destination Service and the Department of Transportation's Origin-to-Destination Disability Law Guidance as compared to operational efficiency, staff has determined that in most cases curb-to-curb service is the most prudent and efficient option in meeting passenger needs. As also stated in this section of the Paratransit Plan, Park City Transit Operators would provide door-to-door level assistance upon request and / or as required. Language has been added to reflect the need for passengers to indicate when they require assistance and our operational preference that such requests be provided when trips are scheduled so that staff may maximize time and resources when scheduling paratransit trips.

This new language reads as follows:

PCT Paratransit service is a curb-to-curb service. Drivers may assist passengers to and from their residence and/or destination point when such assistance is requested by the passenger. PCT requests that passengers notify the dispatcher when scheduling rides if they anticipate that they will need assistance.

2. Added language to **4. Type of ADA Paratransit Service** defining the term "reasonable baggage." The weight limit stated in this new language is based on the Job Description of a Bus Driver II and Bus Driver III, which states that operators must be able to occasionally lift up to 50 pounds. This addition reads as follows:

Baggage is considered reasonable if it can be carried by a single person in one trip and weighs less than fifty (50) pounds.

3. Utilizing the Department of Transportation's adoption of a final rule defining the term "direct threat" in Federal Register Vol. 76 No. 181, issued Sep 11, 2011 and the guidance found in FTA Topic Guide 5 – Origin to Destination Service, staff have added language that clarifies and defines assistance limits. This stems from the assertion that transit agencies are not required by ADA to take actions that fundamentally alter the nature of service or create undue burden. In this case specifically, addressing situations that pose a direct threat to operators, passengers, or equipment. The added language reads:

If assistance is requested where a PCT vehicle operator determines provision of such assistance would pose a direct threat to the safety other passengers, vehicle and/or operator, the dispatcher on duty may pursue an alternate course of action in order to mitigate such a risk, including but not limited to picking up or dropping off a passenger at an alternative location where assistance may be provided safely.

Section 5.

1. Clarification of allowance for eligible riders to be accompanied by both PCA and an accompanying individual, as allowed in 49 CFR 37.123(f) has been added to **5. Eligibility Standards** as follows:

If the individual accompanying the eligible individual is a personal care attendant, service will be also be provided to one additional accompanying individual.

Section 6.

1. Amended **6. Eligibility Determination Process** to include the authority to conduct in person interviews, functional assessments, and eligibility categorization as per 49 CFR 37.123(b), 49 CFR 37.123(c), and 49 CFR Part 37 Appendix D 37.123 allowing for conditional, trip-by-trip, and temporary eligibility. These administrative processes would be phased in by applying them first to new applicants, and subsequently to riders whose eligibility has expired and / or is due for recertification. This new language reads as follows:

Upon receipt of a completed application, PCT will contact the applicant to schedule an in-person interview and / or functional assessment. Following the interview and / or functional assessment, PCT may require a physician's verification of the disability. PCT may utilize a third party physician or physical therapist to assist in eligibility determinations.

Park City Mobility may, at its discretion depending on the nature of the disability and results of functional assessments, interviews, physician verifications, and applications, determine applicants to be temporarily or conditionally eligible for service. Any conditions applied to individual eligibility will be stated in the letter of determination.

Determinations will be categorized into three types of eligibility:

1. Unconditional Eligibility, where the applicants disability prevents the use of regular fixed route services under all conditions, and
 2. Trip by Trip Eligibility, or Conditional, Eligibility, where the applicant's disability prevents travel on regular fixed route services only when certain conditions are present. In these cases, requested trips will be evaluated on a trip by trip basis for impairment related conditions and environmental factors to determine if the trip meets the individual's eligibility criteria. If no conditions are present which prevent the individual from using fixed route services, that person will not be considered eligible for that trip, and
 3. Temporary Eligibility may be granted to individuals who meet one of the three eligibility standards described in Section 5 of this plan due to a temporary illness or injury. In granting eligibility to such a person, PCT will establish an expiration of eligibility consistent with the expected duration of the disability.
2. Added clarification to **6. Eligibility Determination Process** defining a typical recertification interval of three years, as allowed by 49 CFR 37.125(f).

Section 7.

1. Moved the process for appeals to its own section, now titled **7. Process For Appeals & Complaints**, and updated personnel titles to reflect organizational changes Specifically, the title Public Works Director and Assistant Public Works Director have been replaced with Transportation Manager. For administrative appeals, the plan now reflects that complaints must be filed with the City Recorder, as opposed to the Park City Municipal Legal Department, to mitigate any potential conflict of interest whereas the Legal Department would provide counsel to Park City Transit in any complaint hearing or litigation. Additionally and due to the same concerns, language directing complainants to Legal for assistance has been changed to the City's designated ADA Officer, who would provide complainants with external sources for assistance or advocacy. Also added the stipulation that complaints stemming from a denial of eligibility would have sixty days to file a complaint in accordance with 49 CFR 37.125(g)(1). This text now reads, respectively:

A complaint must be filed within thirty (30) calendar days of the alleged wrong doing with the City Recorder's Office (sixty (60) calendar days in the case of eligibility denials). Any individual needing assistance with writing the Complaint, may contact the City's ADA Officer for assistance in locating additional resources.

2. Added to **7. Process For Appeals & Complaints**, Administrative Appeals step 2 the following text, to comply with 49 CFR 37.125(g)(3):

If, by a date thirty (30) calendar days following an appeal, a determination has not been made, the appealing individual will be treated as eligible and provided service until and unless the appeal is denied. The Complainant and Transportation Manager shall be entitled to appear in person and to be represented by counsel, to have a hearing, and to confront the witness whose testimony is to be considered by the appeals board.

Section 8.

1. Added clarification to the definition of Park City Transit's service area to comply with 49 CFR 37.131(a), as follows:

Service Area may be limited to times when a fixed route within ¾ mile of a destination is in operation. PCT currently operates within incorporated Park City and parts of Summit County, including Kimball Junction and Quinn's Junction.

Section 9.

1. Created section **9. Hours of Operation** and a description of such in accordance with 49 CFR 37.131(e), as follows:

9. HOURS OF OPERATION

PCT's Paratransit service shall be available any time a fixed route service is in operation within ¾ mile of a given location or destination.

Section 10.

1. Added language to **10. Response Time** requiring that reservations be made specifically by the eligible individual or a legal guardian. This ensures the enforceability of the Plan's No-Show policy in accordance with FTA Topic Guide 7 – No Shows and addresses liability concerns where Park City transports minors and persons with disabilities who are not their own legal guardian.

Requests for ADA paratransit service may be accepted from eligible individuals only, or in the case where a disability prevents the eligible individual from making his/her own ride requests, PCT will accept requests from a legal guardian.

2. Replaced the term "Reservation Agent" in **10. Response Time** to "Dispatcher" in order to more accurately reflect operational reality, where Park City Transit utilizes one staff member to provide reservation, dispatching, scheduling, and customer service functions in daily paratransit operations.
3. Simplified language in **10. Response Time** specifying when and how reservations will be taken. This involved removing the stipulation that reservations would be accepted by mechanical means on Saturday and Sunday, as Park City Transit has a Dispatcher on duty seven days a week and already accepts reservations in compliance with 49 CFR 37.131(b), this provides for a better customer service experience.

Dispatchers will take reservations from 8:00 a.m. to 5:00 p.m. seven days a week. Requests received after 5:00pm for the following day will be treated as a same-day ride and will be subject to time and space availability.

4. Redefined the pickup window definition in **10. Response Time** to a -0/+30 minute pickup window as opposed to the previously established -15/+15 minute pickup window. This prevents the bus from arriving before the scheduled pickup time and allows Park City Transit a measure of time to account for circumstances beyond our control (such as weather, traffic, etc.). This is in line with industry standard practices, as articulated in FTA Topic Guide 6 – On Time Performance in ADA Paratransit and allows for better compatibility with the department's AVL Dispatching software. The new language reads as follows:

Dispatchers will provide eligible individuals with a 30 minute pickup window when confirming ride requests. PCT is considered on time if the vehicle arrives at the scheduled pick-up point within the promised pickup window.

Section 11.

1. Moved the Same Day Service policy to its own section, now **11. Same Day Service Policy**, and added the following clarification language. Same day service falls under the heading of real-time scheduling, which is allowed by ADA under 49 CFR 37.131(b)(3), but is not mandated.

A same-day ride is classified as any request for service not received by 5:00pm the day before the requested service is to take place. Same Day service is offered as a courtesy only, and is not required by the ADA.

Same day rides are not provided on Saturdays, Sundays, and holidays recognized by Park City Municipal Corporation. Adjusting previously scheduled appointments the day they are to occur will effectively reclassify the ride as a same-day ride and will be subject to those limitations and restrictions.

Section 12.

2. Moved the Subscription Service policy to its own section, now **12. Subscription Service**, and added the following clarification language in accordance with 49 CFR 37.133:

PCT reserves the right to establish a waiting list, capacity constraints, restrictions on trip purpose and priorities for participation in subscription service. PCT may cancel a subscription for passengers who violate the no-show policy or in cases where repeated alterations or cancellations occur.

Section 13.

1. Utilizing the information contained in FTA Topic Guide 7 – No Shows in ADA Paratransit, and in compliance with 49 CFR 37.125(h), **13. Suspension of**

Service / No Show Policy has been redefined to include using a percentage of rides missed to establish a pattern or practice of missing scheduled trips, as well as the requirement that subsequent rides or return trips not be automatically cancelled. FTA has ruled that using only a number of missed trips is not an acceptable practice and that frequency should also be considered. In addition to this, the length of time allowed to appeal a suspension of service under the No-Show Policy has been updated to reflect the requirements in **7. Process For Appeals & Complaints**. The new No-Show policy includes the following language:

Return trips and / or subsequent rides on the same day as a no-show will not be automatically cancelled. Each trip or leg of a trip is treated separately and must be cancelled separately by the passenger.

And:

A third no-show within a 30-day period will prompt a review of the passenger's record. If the percentage of the passenger's no-shows during that period indicates a personal no show rate greater than five times the system average and it is deemed that a pattern or practice of no-shows exists, a six-month probation will result.

And:

If, during the probation period, the individual receives additional no shows and their personal no-show percentage rate exceeds five times the system average, the individual will be notified by Registered Mail that their ADA Paratransit eligibility has been suspended. Eligibility will be suspended for one week for the first violation. If second and subsequent violations occur during this probationary period the individual will be suspended for thirty (30) days.

And:

The notification of suspension will include the specific reasons for the suspension. The rider will have thirty (30) days from the receipt of the letter to appeal the suspension decision by following the appeal process described within the notification of suspension.

Section 13.

1. Added a "No Strand" policy in **13. Suspension of Service / No Show Policy** which was not previously part of the policy, in the interest of best practices, public safety, and customer service. This language reads:

Should a passenger be marked as a no show at a location other than their home, dispatchers will continue to attempt to locate and arrange transportation home for that passenger until such time that it no longer becomes feasible to ensure that passengers are not left stranded at large in the community. PCT dispatchers will attempt to reach emergency contacts and/or the Park City Police Department if there is reason to believe that the passenger is missing or in danger.

Section 14.

1. Added policy **14. Oxygen Tanks & Portable Breathing Aids**, which was not previously part of the plan, to comply with 49 CFR 37.167(h).

Section 15.

1. Added policy **15. Service Animals** to comply with 49 CFR 37.167(d) and the definition of a service animal found at 49 CFR 37.3.

Department Review:

The Park City Municipal Corp. Legal Department completed a full review of the attached amended Paratransit Plan on April 10th, 2013.

Alternatives:

A. Approve:

Council should review the attached policy, hold a public hearing and adopt the resolution. Staff recommends this option.

B. Deny:

Council could deny Staff's recommendation. This alternative would result in Transit's Paratransit Plan not being in compliance with ADA, and would expose the City to litigation, possible adverse action from the FTA, DOT, and/or Department of Justice. These actions could result in fines and / or a loss of federal grant funding.

C. Modify:

Council could choose to direct staff to modify the recommended Plan. This would require additional Staff time to research and develop alternatives, resulting in delay in bringing the Plan into full compliance. Staff does not recommend this alternative.

D. Continue the Item:

Council could choose to continue the item. During this continuance Park City Transit's Paratransit Plan would remain out of compliance.

E. Do Nothing:

Council could elect to do nothing with this request. Staff does not recommend this alternative, as the Paratransit Plan would continue to be out of compliance with ADA regulations and would subject the city to the aforementioned adverse actions.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Accessible and world-class recreational facilities, parks and programs + Accessibility during peak seasonal times (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)	+ Entire population utilizes community amenities + Physically and socially connected neighborhoods + Diverse population (racially, socially, economically, geographically, etc.) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Very Positive 	Neutral 	Very Positive 	Neutral 
Comments:				

Funding Source:

No funding required.

Consequences of not taking the recommended action:

If Council chooses not to adopt the recommended amendments to the Paratransit Plan, the Plan would not be in compliance with ADA regulations and could result in litigation or adverse action by pertinent regulating federal government bodies. There is also the possibility of a loss of federal funding or fines due to non-compliance.

Recommendation:

Staff recommends Council approve a resolution to adopt the Paratransit Plan as amended.

Attached: Resolution, ADA Complementary Paratransit Plan, 49 CFR Part 37, USDOT Disability Law Guidance.



Resolution _____

RESOLUTION AMENDING

WHEREAS, The City provides public transportation services funded in part with United States Department of Transportation financial assistance which requires the City to develop and implement a complementary paratransit program to serve the public with disabilities; and

WHEREAS, the City provides complementary paratransit service; and

WHEREAS, the City Council determines that it is in the public's best interest to ensure all individuals have full access to the City's public transit program ;

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

The city adopts the attached "Park City Transit Department ADA Policy and Complementary Paratransit Plan."

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SECTION 2. EFFECTIVE DATE. This Resolution shall take effect upon adoption.

PASSED AND ADOPTED this 1st day of August, 2013.

PARK CITY MUNICIPAL CORPORATION

Mayor Dana Williams

Attest:

City Recorder

Approved as to form:

Mark D. Harrington, City Attorney

PARK CITY TRANSIT DEPARTMENT ADA POLICY AND COMPLEMENTARY PARATRANSIT PLAN

1053 Ironhorse Drive
P.O. Box 1480
Park City, UT 84060

Darren Davis – Transit Administration Team Leader
Phone – (435)615-5351
Fax – (435)615-4904

Route Maps, Timetables and schedules may be obtained online at:
www.parkcitytransit.org

1. PURPOSE

Federal Transit Administration (FTA) grantees are required to comply with Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 which states that no entity will discriminate against an individual with a disability in connection with the provision of transportation service. The law sets forth specific requirements for vehicle and facility accessibility and the provision of complementary Paratransit service. The Park City Transit (PCT) Department herein establishes its Policy to comply with the requirements of the ADA and its implementing regulations at 49 CFR Parts 27, 37 and 38.

This policy was developed and vetted with the assistance and input from Meeche White, Director of National Ability Center, Park City, Utah. Opportunity for public review and comment was made available prior to formal adoption of the policy at a regularly scheduled Park City Council meeting held on _____

2. TRANSPORTATION FACILITY AND VEHICLE ACCESSIBILITY

PCT will construct any new facility to be used in providing designated public transportation services so that the facility is readily accessible to and usable by individuals with disabilities. PCT will also ensure that all revenue service vehicles procured or leased will be readily accessible to and usable by individuals with disabilities.

PCT currently operates a fleet of thirty (30) Low Floor buses, six (6) Cut-Away buses, and one Trolley Bus on eleven (11) routes throughout the greater Park City area. All of PCT's vehicles and routes are 100% accessible to people with disabilities.

3. PARATRANSIT AS A COMPLEMENT TO FIXED-ROUTE SERVICE

PCT shall provide paratransit service to individuals with disabilities that is comparable to the level of service provided to individuals without disabilities who use the fixed-route service.

For example, paratransit trips:

- Will / may take approximately the same amount of time as the same trip on a fixed route service.
- May be combined or shared with other riders.
- May function as a feeder service to an accessible fixed route, where such service enables the individual to use the fixed route bus system for his or her trip.

4. TYPE OF ADA PARATRANSIT SERVICE

PCT Paratransit service is a curb-to-curb service. Drivers may assist passengers to and from their residence and/or destination point when such assistance is requested by the passenger. PCT requests that passengers notify the dispatcher when scheduling rides if they anticipate that they will need assistance. However, no PCT vehicle operator will enter a private residence or a public facility in order to provide this service. PCT vehicle operators will assist ADA Paratransit eligible individuals in boarding and disembarking PCT vehicles upon request, and will assist with that cargo (e.g. baggage, bags of groceries, etc.) that may be reasonably carried aboard by one person. Baggage is considered reasonable if it can be carried by a single person in one trip and weighs less than fifty (50) pounds.

If assistance is requested where a PCT vehicle operator determines provision of such assistance would pose a direct threat to the safety other passengers, vehicle and/or operator, the dispatcher on duty may pursue an alternate course of action in order to mitigate such a risk, including but not limited to picking up or dropping off a passenger at an alternative location where assistance may be provided safely.

5. ELIGIBILITY STANDARDS

The following individuals will be considered ADA Paratransit eligible:

Any individual with a disability who is unable, as the result of a physical or mental impairment (including a vision impairment), and without the assistance of another individual (except the operator of a wheelchair lift or other boarding assistance device), to board, ride, or disembark from any vehicle on the fixed-route system which is readily accessible to and usable by individuals with disabilities;

Any individual with a disability who needs the assistance of a wheelchair lift or other boarding assistance device and is able, with such assistance, to board ride and

disembark from any vehicle which is readily accessible to and usable by individuals with disabilities if the individual wants to travel on a route on the system during the hours of operation of the system at a time, or within a reasonable period of such time, when such a vehicle is not being used to provide designated public transportation on the route (e.g. when a lift is inoperable on the fixed-route system); and/or

Any individual with a disability who has a specific impairment related condition that prevents the individual from traveling to a boarding location or from a disembarking location of the fixed-route service.

One other individual accompanying an ADA Paratransit eligible individual will be provided service if 1) the accompanying individual is acting as a personal assistant; 2) is a family member or friend. If the individual accompanying the eligible individual is a personal care attendant, service will be also be provided to one additional accompanying individual.

In order to be considered as “accompanying” the eligible individual for purposes of this Policy, the other individuals will have the same origin and destination as the eligible individual.

6. ELIGIBILITY DETERMINATION PROCESS

All information about the eligibility process, materials necessary to apply for eligibility, and notices and determinations concerning eligibility will be made available in accessible formats. If a request for a format not currently offered by PCT is made, PCT staff will work with local accessibility groups to produce the requested media.

Upon receipt of a completed application, PCT will contact the applicant to schedule an in-person interview and / or functional assessment. Following the interview and / or functional assessment, PCT may require a physician’s verification of the disability. PCT may utilize a third party physician or physical therapist to assist in eligibility determinations.

PCT staff will review completed applications and make a determination of eligibility in writing within 21 days. Park City Mobility may, at its discretion depending on the nature of the disability and results of functional assessments, interviews, physician verifications, and applications, determine applicants to be temporarily or conditionally eligible for service. Any conditions applied to individual eligibility will be stated in the letter of determination. If, by a date twenty-one (21) calendar days following submission of a complete application, PCT staff has not made a determination of eligibility, the applicant will be treated as eligible and provided service until and unless PCT denies the application. If the determination is that the individual is ineligible, the determination will state the reason(s) for the finding. This determination may be appealed through the appeals process described in Section 7.

Determinations will be categorized into three types of eligibility:

1. Unconditional Eligibility, where the applicants disability prevents the use of regular fixed route services under all conditions, and
2. Trip by Trip Eligibility, or Conditional, Eligibility, where the applicant's disability prevents travel on regular fixed route services only when certain conditions are present. In these cases, requested trips will be evaluated on a trip by trip basis for impairment related conditions and environmental factors to determine if the trip meets the individual's eligibility criteria. If no conditions are present which prevent the individual from using fixed route services, that person will not be considered eligible for that trip, and
3. Temporary Eligibility may be granted to individuals who meet one of the three eligibility standards described in Section 5 of this plan due to a temporary illness or injury. In granting eligibility to such a person, PCT will establish an expiration of eligibility consistent with the expected duration of the disability.

PCT may require re-certification of the eligibility of ADA Paratransit eligible individuals at reasonable intervals, or as needed. Typically these recertification intervals will occur every three years.

There are certain circumstances under which an individual, otherwise eligible for ADA Paratransit services, may be denied those services, these circumstances are:

- A person whose behavior threatens or has threatened the safety of Paratransit personnel or other customers.
- Persons who demonstrate a consistent pattern of missing scheduled Paratransit trips, “no-shows”, may lose their eligibility.

Such temporary suspensions of eligibility, as well as permanent loss of eligibility because of violent or threatening behavior, may be appealed through the following appeals process. In the case of temporary suspension due to “no-shows”, suspension of service will not begin until the appeals process is complete.

7. PROCESS FOR APPEALS & COMPLAINTS

Administrative Appeals definitions:

- a. ADA appeals board: The City Manager or his/her designee, an attorney for the City Attorney's Office and a manager other than the Transportation Manager.
- b. Complaint: A complaint shall be defined as a written assertion that any person, individually or as a member of a specific class of persons, has been subject to discrimination on the basis of a disability in connection to the provision of transportation service.
- c. ADA Officer: An employee of Park City designated by the City Manager to process Complaints according to procedure identified in this policy.
- d. Transportation Manager: The Transportation Manager within the Park City Public Works Department.

Administrative Appeals Process:

1. A complaint must be filed within thirty (30) calendar days of the alleged wrong doing with the City Recorder's Office (sixty (60) calendar days in the case of eligibility denials). Any individual needing assistance with writing the Complaint, may contact the City's ADA Officer for assistance in locating additional resources.
2. The Complaint shall be forwarded to the ADA Officer, who shall be appointed by the City Manager. The ADA Officer shall investigate the Complaint and prepare a written response, including any remedial or enforcement action, within thirty (30) calendar days and forward the response to the Complainant and Transportation Manager. If, by a date thirty (30) calendar days following an appeal, a determination has not been made, the appealing individual will be treated as eligible and provided service until and unless the appeal is denied. The Complainant and Transportation Manager shall be entitled to appear in person and to be represented by counsel, to have a hearing, and to confront the witness whose testimony is to be considered by the appeals board.
3. Board Appeal Level:

In all cases where the Complainant or Transportation Manager disagrees with a decision of the ADA Officer, the Complainant or Transportation Manager may appeal the decision of the ADA Officer to the Appeals Board.

The appeal shall be taken by filing written notice of the appeal with the City Recorder within ten (10) calendar days after the decision of the ADA Officer. Upon the filing of the appeal, the ADA Appeals Board shall commence its investigation, take and receive evidence, and fully hear and determine the matter. The Complainant and Transportation Manager shall be entitled to appear in person and to be represented by counsel, to have a hearing, and to confront the witness whose testimony is to be considered by the appeals board. The ADA Appeals Board's decision shall be made to the Complainant and the Transportation Manager in writing.

State and Federal Appeals Process:

In the event the ADA Appeals Board upholds the ADA Officer's decision, the Complainant may file the Complaint with the Utah Department of Transportation, the Federal Department of Transportation, or the Federal Transportation Administration Offices.

8. SERVICE AREA

PCT's Paratransit service area shall include all areas within $\frac{3}{4}$ mile of any PCT fixed bus route that is operated by PCT. Service Area may be limited to times when a fixed route

within ¾ mile of a destination is in operation. PCT currently operates within incorporated Park City and parts of Summit County, including Kimball Junction and Quinn's Junction.

9. HOURS OF OPERATION

PCT's Paratransit service shall be available any time a fixed route service is in operation within ¾ mile of a given location or destination.

10. RESPONSE TIME

PCT will schedule and provide Paratransit service to any eligible person at any requested time PCT's fixed-route buses are in operation on a particular day in response to a request for service made the previous day and up to 7 days in advance. Dispatchers will take reservations from 8:00 a.m. to 5:00 p.m. seven days a week. Requests received after 5:00pm for the following day will be treated as a same-day ride and will be subject to time and space availability.

Requests for ADA paratransit service may be accepted from eligible individuals only, or in the case where a disability prevents the eligible individual from making his/her own ride requests, PCT will accept requests from a legal guardian.

PCT will make an effort to schedule rides for ADA Paratransit eligible persons at the requested time however, rides may be scheduled within one hour before or after the requested time. Dispatchers will provide eligible individuals with a 30 minute pickup window when confirming ride requests. PCT is considered on time if the vehicle arrives at the scheduled pick-up point within the promised pickup window. PCT will wait up to 5 minutes for the scheduled rider to board. If the rider has not begun the boarding process within the five minute period, the vehicle will depart the location.

11. SAME DAY SERVICE

A same-day ride is classified as any request for service not received by 5:00pm the day before the requested service is to take place. Same Day service is offered as a courtesy only, and is not required by the ADA.

From 8:00 a.m. to 5:00 p.m., Monday through Friday, PCT Paratransit dispatchers can be reached to arrange same-day rides. This service is available only for same-day rides that occur between 8:00 a.m. and 5:00 p.m. Monday through Friday and are only on a space/time available basis, for the convenience of eligible riders.

Same day rides are not provided on Saturdays, Sundays, and holidays recognized by Park City Municipal Corporation. Adjusting previously scheduled appointments the day they are to occur will effectively reclassify the ride as a same-day ride and will be subject to those limitations and restrictions.

12. SUBSCRIPTION SERVICE

Subscription service is the provision of repetitive trips over an extended period of time. PCT will allow ADA eligible riders to schedule rides for up to a 6-month period. However, PCT will not schedule in a subscription context more than fifty percent of the possible/potential trips during any two-hour window unless available capacity allows.

PCT reserves the right to establish a waiting list, capacity constraints, restrictions on trip purpose and priorities for participation in subscription service. PCT may cancel a subscription for passengers who violate the no-show policy or in cases where repeated alterations or cancellations occur.

13. SUSPENSION OF SERVICE/NO-SHOW POLICY

PCT will suspend the provision of service to ADA Paratransit eligible individuals who establish a pattern or practice of missing scheduled trips. A “no-show” will be added to a rider’s record when the following situations occur:

- Not being at the scheduled pick-up point within 5 minutes after the bus arrives.
- Canceling a ride less than 90 minutes before the scheduled pick-up time.
- Not canceling a scheduled pick-up time.
- Choosing not to ride after the vehicle arrives for the pickup.

Return trips and / or subsequent rides on the same day as a no-show will not be automatically cancelled. Each trip or leg of a trip is treated separately and must be cancelled separately by the passenger.

Should a passenger be marked as a no show at a location other than their home, dispatchers will continue to attempt to locate and arrange transportation home for that passenger until such time that it no longer becomes feasible to ensure that passengers are not left stranded at large in the community. PCT dispatchers will attempt to reach emergency contacts and/or the Park City Police Department if there is reason to believe that the passenger is missing or in danger.

When a no-show occurs, the PCT vehicle operator will notify the PCT dispatcher. A notation will be made on the individual’s database record. If a second no-show occurs within a 30-day period, PCT will make a reasonable attempt to contact the individual in writing, explain the no-show policy and attempt to identify ways for the individual to comply with the policy. A third no-show within a 30-day period will prompt a review of the passenger’s record. If the percentage of the passenger’s no-shows during that period indicates a personal no show rate greater than five times the system average and it is deemed that a pattern or practice of no-shows exists, a six-month probation will result. PCT staff will mail a letter to the individual explaining that the individual’s ADA Paratransit eligibility has been placed on probation, and will attempt to identify ways to avoid further sanctions.

If, during the probation period, the individual receives additional no shows and their personal no-show percentage rate exceeds five times the system average, the individual will be notified by Registered Mail that their ADA Paratransit eligibility has been suspended. Eligibility will be suspended for one week for the first violation. If second and subsequent violations occur during this probationary period the individual will be suspended for thirty (30) days.

The suspension of service will become effective 7 days from the date of the Registered letter of notification is mailed in order to allow the individual to appeal the suspension.

The notification of suspension will include the specific reasons for the suspension. The rider will have thirty (30) days from the receipt of the letter to appeal the suspension decision by following the appeal process described within the notification of suspension. If an appeal is requested, it will be scheduled for ADA Appeals Board review within 30 days of the request, and the suspension of service will be delayed until the appeal is heard. If the no-shows are determined not to be the fault of the individual, service eligibility will be restored. Individuals will be notified by certified letter of the decision regarding the appeal within seven days of the ADA Appeals Board meeting and this notification will state the new date on which the suspension, if upheld, will begin.

The individual requesting the appeal may bring other persons to represent him/her including a lawyer, independent living or rehabilitation counselor or other professional to testify on his/her behalf. A sign interpreter will be provided if requested, and an attempt will be made to provide language interpreters.

14. OXYGEN TANKS AND PORTABLE BREATHING AIDS

Passengers may carry aboard a portable oxygen breathing aid (such as an oxygen tank) for personal use when medically required. PCT operators may assist passengers boarding or alighting with these devices, provided that they can reasonably be expected to be carried by a single person. PCT operators are not permitted to connect hoses, disconnect hoses, or change oxygen tanks.

Oxygen is a flammable gas and as such certain safety precautions must be taken when transporting portable oxygen breathing aids. The following general procedures will apply to most portable oxygen breathing aids:

- a. Drivers will secure all oxygen and spare containers during transportation by the most secure means available.
- b. Containers commonly secured to a mobility device may stay in those securements.
- c. Containers attached to mobility aids such as walkers must be separately secured to the vehicle by the most secure means available.
- d. When scheduling a ride with Park City Mobility, passengers should inform the dispatcher at the time the reservation is made that a portable oxygen breathing aid will be transported with the passenger. Passengers

are to be advised by the dispatcher under these circumstances of the estimated length of the trip and the time that the passenger is expected to be on the vehicle. This may impact the quantity of oxygen the passenger requires.

15. SERVICE ANIMALS

The Americans with Disabilities Act defines a service animal as any guide dog, signal dog, or other animal individually trained to work or perform tasks for an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items.

Service animals are permitted to accompany individuals with disabilities in PCT vehicles and facilities. The passenger must remain in direct control of the service animal at all times. Animals that are not under the passenger's control or pose a threat to the health and safety of others may be banned from PCT vehicles. Pets and other animals are not allowed on board PCT vehicles unless they are secured in a carrier device designed to carry such an animal and must remain secured at all times while on board.

When scheduling a ride with Park City Mobility, it is the responsibility of the passenger to inform the dispatcher that a service animal will be present.

16. VISITORS

Visitors to our service district may be asked for certification of eligibility from their resident service district. If an individual does not have certification from their resident service district but makes a claim of eligibility, the claim will be honored on a presumption of eligibility. If the visitor has no certification of eligibility and their length of stay exceeds 21 days, we may require the individual to obtain local certification of eligibility.

§ 37.3 Definitions.

Service animal means any guide dog, signal dog, or other animal individually trained to work or perform tasks for an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items.

§ 37.71 Purchase or lease of new nonrail vehicles by public entities operating fixed route systems.

(a) Except as provided elsewhere in this section, each public entity operating a fixed route system making a solicitation after August 25, 1990, to purchase or lease a new bus or other new vehicle for use on the system, shall ensure that the vehicle is readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs.

§ 37.77 Purchase or lease of new nonrail vehicles by public entities operating a demand responsive system for the general public.

(a) Except as provided in this section, a public entity operating a demand responsive system for the general public making a solicitation after August 25, 1990, to purchase or lease a new bus or other new vehicle for use on the system, shall ensure that the vehicle is readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs.

§ 37.121 Requirement for comparable complementary paratransit service.

(a) Except as provided in paragraph (c) of this section, each public entity operating a fixed route system shall provide paratransit or other special service to individuals with disabilities that is comparable to the level of service provided to individuals without disabilities who use the fixed route system.

§ 37.123 ADA paratransit eligibility: Standards.

(b) If an individual meets the eligibility criteria of this section with respect to some trips but not others, the individual shall be ADA paratransit eligible only for those trips for which he or she meets the criteria.

(c) Individuals may be ADA paratransit eligible on the basis of a permanent or temporary disability.

§ 37.123 ADA paratransit eligibility: Standards.

(f) Individuals accompanying an ADA paratransit eligible individual shall be provided service as follows:

(1) One other individual accompanying the ADA paratransit eligible individual shall be provided service—

(i) If the ADA paratransit eligible individual is traveling with a personal care attendant, the entity shall provide service to one other individual in addition to the attendant who is accompanying the eligible individual;

- (ii) A family member or friend is regarded as a person accompanying the eligible individual, and not as a personal care attendant, unless the family member or friend registered is acting in the capacity of a personal care attendant;
- (2) Additional individuals accompanying the ADA paratransit eligible individual shall be provided service, provided that space is available for them on the paratransit vehicle carrying the ADA paratransit eligible individual and that transportation of the additional individuals will not result in a denial of service to ADA paratransit eligible individuals;
- (3) In order to be considered as “accompanying” the eligible individual for purposes of this paragraph (f), the other individual(s) shall have the same origin and destination as the eligible individual.

§ 37.125 ADA paratransit eligibility: Process.

(f) The entity may require recertification of the eligibility of ADA paratransit eligible individuals at reasonable intervals

§ 37.125 ADA paratransit eligibility: Process.

(g) The entity shall establish an administrative appeal process through which individuals who are denied eligibility can obtain review of the denial.

(1) The entity may require that an appeal be filed within 60 days of the denial of an individual’s application.

(2) The process shall include an opportunity to be heard and to present information and arguments, separation of functions (*i.e.*, a decision by a person not involved with the initial decision to deny eligibility), and written notification of the decision, and the reasons for it.

(3) The entity is not required to provide paratransit service to the individual pending the determination on appeal. However, if the entity has not made a decision within 30 days of the completion of the appeal process, the entity shall provide paratransit service from that time until and unless a decision to deny the appeal is issued.

(h) The entity may establish an administrative process to suspend, for a reasonable period of time, the provision of complementary paratransit service to ADA eligible individuals who establish a pattern or practice of missing scheduled trips.

(1) Trips missed by the individual for reasons beyond his or her control (including, but not limited to, trips which are missed due to operator error) shall not be a basis for determining that such a pattern or practice exists.

(2) Before suspending service, the entity shall take the following steps:

(i) Notify the individual in writing that the entity proposes to suspend service, citing with specificity the basis of the proposed suspension and setting forth the proposed sanction.

(ii) Provide the individual an opportunity to be heard and to present information and arguments;

(iii) Provide the individual with written notification of the decision and the reasons for it.

(3) The appeals process of paragraph (g) of this section is available to an individual on whom sanctions have been imposed under this paragraph. The sanction is stayed pending the outcome of the appeal.

§ 37.129 Types of service.

- (a) Except as provided in this section, complementary paratransit service for ADA paratransit eligible persons shall be origin-to-destination service.
- (b) Complementary paratransit service for ADA paratransit eligible persons described in § 37.123(e)(2) of this part may also be provided by on-call bus service or paratransit feeder service to an accessible fixed route, where such service enables the individual to use the fixed route bus system for his or her trip.
- (c) Complementary paratransit service for ADA eligible persons described in § 37.123(e)(3) of this part also may be provided by paratransit feeder service to and/or from an accessible fixed route.

§ 37.131 Service criteria for complementary paratransit.

The following service criteria apply to complementary paratransit required by § 37.121 of this part.

- (a) *Service Area*—(1) *Bus*. (i) The entity shall provide complementary paratransit service to origins and destinations within corridors with a width of three-fourths of a mile on each side of each fixed route. The corridor shall include an area with a three-fourths of a mile radius at the ends of each fixed route.
- (ii) Within the core service area, the entity also shall provide service to small areas not inside any of the corridors but which are surrounded by corridors.
- (iii) Outside the core service area, the entity may designate corridors with widths from three-fourths of a mile up to one and one half miles on each side of a fixed route, based on local circumstances.
- (iv) For purposes of this paragraph, the core service area is that area in which corridors with a width of three fourths of a mile on each side of each fixed route merge together such that, with few and small exceptions, all origins and destinations within the area would be served.

37.131 Service criteria for complementary paratransit.

- (b) *Response time*. The entity shall schedule and provide paratransit service to any ADA paratransit eligible person at any requested time on a particular day in response to a request for service made the previous day. Reservations may be taken by reservation agents or by mechanical means.
- (1) The entity shall make reservation service available during at least all normal business hours of the entity's administrative offices, as well as during times, comparable to normal business hours, on a day when the entity's offices are not open before a service day.
- (2) The entity may negotiate pickup times with the individual, but the entity shall not require an ADA paratransit eligible individual to schedule a trip to begin more than one hour before or after the individual's desired departure time.
- (3) The entity may use real-time scheduling in providing complementary paratransit service.

§ 37.135 Submission of paratransit plan.

- (c) *Annual Updates*. Except as provided in this paragraph, each entity shall submit an annual update to its plan on January 26 of each succeeding year.

§ 37.139 Plan contents.

Each plan shall contain the following information:

- (a) Identification of the entity or entities submitting the plan, specifying for each—
 - (1) Name and address; and
 - (2) Contact person for the plan, with telephone number and facsimile telephone number (FAX), if applicable.
- (b) A description of the fixed route system as of January 26, 1992 (or subsequent year for annual updates), including—
 - (1) A description of the service area, route structure, days and hours of service, fare structure, and population served. This includes maps and tables, if appropriate;
 - (2) The total number of vehicles (bus, van, or rail) operated in fixed route service (including contracted service), and percentage of accessible vehicles and percentage of routes accessible to and usable by persons with disabilities, including persons who use wheelchairs;
 - (3) Any other information about the fixed route service that is relevant to establishing the basis for comparability of fixed route and paratransit service.

§ 37.139 Plan contents.

- (f) Description of the public participation process including—
 - (1) Notice given of opportunity for public comment, the date(s) of completed public hearing(s), availability of the plan in accessible formats, outreach efforts, and consultation with persons with disabilities.

§ 37.167 Other service requirements.

- (d) The entity shall permit service animals to accompany individuals with disabilities in vehicles and facilities.

§ 37.167 Other service requirements.

- (h) The entity shall not prohibit an individual with a disability from traveling with a respirator or portable oxygen supply, consistent with applicable Department of Transportation rules on the transportation of hazardous materials (49 CFR subtitle B, chapter 1, subchapter C).

Part 37 Appendix D

Section 37.123 ADA Paratransit Eligibility—Standards General Provisions

This section sets forth the minimum requirements for eligibility for complementary paratransit service. All fixed route operators providing complementary paratransit must make service available at least to individuals meeting these standards. The ADA does not prohibit providing paratransit service to anyone. Entities may provide service to additional persons as well. Since only service to ADA eligible persons is required by the rule, however, only the costs of this service can be counted in the context of a request for an undue financial burden waiver.

When the rule says that ADA paratransit eligibility shall be strictly limited to persons in the eligible categories, then, it is not saying that entities are in any way precluded from serving other people. It is saying that the persons who must be provided service, and counting the costs of providing them service, in context of an undue burden waiver, are limited to the regulatory categories.

TEMPORARY DISABILITIES

Eligibility may be based on a temporary as well as a permanent disability. The individual must meet one of the three eligibility criteria in any case, but can do so for a limited period of time. For example, if an individual breaks both legs and is in two casts for several weeks, becomes a wheelchair user for the duration, and the bus route that would normally take him to work is not accessible, the individual could be eligible under the second eligibility category. In granting eligibility to such a person, the entity should establish an expiration date for eligibility consistent with the expected end of the period disability.

TRIP-BY-TRIP ELIGIBILITY

A person may be ADA paratransit eligible for some trips but not others. Eligibility does not inhere in the individual or his or her disability, as such, but in meeting the functional criteria of inability to use the fixed route system established by the ADA. This inability is likely to change with differing circumstances.

For example, someone whose impairment related condition is a severe sensitivity to temperatures below 20 degrees is not prevented from using fixed route transit when the temperature is 75 degrees. Someone whose impairment-related condition is an inability to maneuver a wheelchair through snow is not prevented from using fixed route transit when there is no snow on the ground.

Someone with a cognitive disability may have learned to take the same bus route to a supported employment job every day. This individual is able to navigate the system for work purposes and therefore would not be eligible for paratransit for work trips. But the individual may be unable to get to other destinations on the bus system without getting lost, and would be eligible for paratransit for non-work trips. Someone who normally drives his own car to a rail system park and ride lot may have a specific impairment related condition preventing him from getting to the station when his car is in the shop. A person who can use accessible fixed route service can go to one destination on an accessible route; another destination would require the use of an inaccessible route. The individual would be eligible for the latter but not the former.

In many cases, though the person is eligible for some trips but not others, eligibility determinations would not have to be made literally on a trip-by-trip basis. It may often be possible to establish the conditions on eligibility as part of the initial eligibility determination process. Someone with a temperature sensitivity might be granted seasonal eligibility. Somebody who is able to navigate the system for work but not nonwork trips could have this fact noted in his or her eligibility documentation. Likewise, someone with a variable condition (e.g., multiple sclerosis, HIV disease, need for kidney dialysis) could have their eligibility based on the underlying condition, with paratransit need for a particular trip dependent on selfassessment or a set of medical standards (e.g., trip within a certain amount of time after a dialysis session). On the other hand, persons in the second eligibility category (people who can use accessible fixed route service where it exists) would be given service on the basis of the particular route they would use for a given trip.

Because entities are not precluded from providing service beyond that required by the rule, an entity that believes it is too difficult to administer a program of trip-by-trip

eligibility is not required to do so. Nothing prevents an entity from providing all requested trips to a person whom the ADA requires to receive service for only some trips. In this case, if the entity intends to request an undue financial burden waiver, the entity, as provided in the undue burden provisions of this rule, must estimate, by a statistically valid technique, the percentage of its paratransit trips that are mandated by the ADA. Only that percentage of its total costs will be counted in considering the undue burden waiver request.

Part 37 Appendix D

Section 37.125 ADA Paratransit Eligibility— Process

This section requires an eligibility process to be established by each operator of complementary paratransit. The details of the process are to be devised through the planning and public participation process of this subpart. The process may not impose unreasonable administrative burdens on applicants, and, since it is part of the entity's nondiscrimination obligations, may not involve "user fees" or application fees to the applicant.

The process may include functional criteria related to the substantive eligibility criteria of § 37.123 and, where appropriate, functional evaluation or testing of applicants. The substantive eligibility process is not aimed at making a medical or diagnostic determination. While evaluation by a physician (or professionals in rehabilitation or other relevant fields) may be used as part of the process, a diagnosis of a disability is not dispositive. What is needed is a determination of whether, as a practical matter, the individual can use fixed route transit in his or her own circumstances. That is a transportation decision primarily, not a medical decision.

Part 37 Appendix D

Section 37.129 Types of Service

The basic mode of service for complementary paratransit is demand responsive, origin-to-destination service. This service may be provided for persons in any one of the three eligibility categories, and must always be provided to persons in the first category (e.g., people who cannot navigate the system). The local planning process should decide whether, or in what circumstances, this service is to be provided as door-to-door or curb-to-curb service.

Origin-to-Destination Service

DEPARTMENT OF TRANSPORTATION

DISABILITY LAW GUIDANCE

The Department of Transportation's ADA regulation provides that complementary paratransit service for ADA paratransit eligible persons shall be "origin-to-destination" service. What are the obligations of transit providers to ensure that eligible passengers receive "origin-to-destination" service?

The Department's ADA regulation, 49 CFR §37.129(a), provides that, with the exception of certain situations in which on-call bus service or feeder paratransit service is appropriate, "complementary paratransit service for ADA paratransit eligible persons shall be origin-to-destination service." This term was deliberately chosen to avoid using either the term "curb-to-curb" service or the term "door-to-door" service and to emphasize the obligation of transit providers to ensure that eligible passengers are actually able to use paratransit service to get from their point of origin to their point of destination.

The preamble discussion of this provision made the following points:

Several comments asked for clarification of whether [origin-to-destination] service was meant to be door-to-door or curb-to-curb, and some recommended one or the other, or a combination of the two. The Department declines to characterize the service as either. The main point, we think, is that the service must go from the user's point of origin to his or her destination point. It is reasonable to think that service for some individuals or locations might be better if it is door-to-door, while curb-to-curb might be better in other instances. This is exactly the sort of detailed operational decision best left to the development of paratransit plans at the local level. (56 FR 45604; September 6, 1991; emphasis added.)

In the local paratransit planning process, it would be consistent with this provision for a transit provider to establish either door-to-door or curb-to-curb service as the basic mode of paratransit service. Where the local planning process establishes curb-to-curb service as the basic paratransit service mode, however, provision should still be made to ensure that the service available to each passenger actually gets the passenger from his or her point of origin to his or her destination point. To meet this origin to destination requirement, service may need to be provided to some individuals, or at some locations, in a way that goes beyond curb-to-curb service.

For instance, the nature of a particular individual's disability or adverse weather conditions may prevent him or her from negotiating the distance from the door of his or her home to the curb. A physical barrier (e.g., sidewalk construction) may prevent a passenger from traveling between the curb and the door of his or her destination point. In these and similar situations, to ensure that service is actually provided "from the user's point of origin to his or her destination point," the service provider may need to offer assistance beyond the curb, even though the basic service mode for the transit

provider remains curb-to-curb.

Because arranging for assistance beyond the curb may require additional time on the transit provider's part, we believe that it would be reasonable for the transit provider to ask for advance notice from the passenger of a need for this assistance. This would give the provider the opportunity to evaluate how to meet the need, as well as potential obstacles to providing it. In the case of a passenger who sought this assistance on a regular basis, this notice could be provided as part of the application process for paratransit eligibility or at the time that a change in circumstances made regular provision of assistance necessary. In the case of a passenger who sought this assistance on an occasional basis, we think that asking for advance notice at the time of reservation for the trip would be reasonable and consistent with the next-day service requirement of the rule. If a passenger did not provide this notice, the transit provider would still need to make its best efforts to provide the needed assistance.

It should be emphasized that the regulation does not require a general change in a provider's basic mode of service from curb-to-curb service to door-to-door service. It should also be emphasized that transit providers are not required to take actions to accommodate individual passengers' needs that would fundamentally alter the nature of the service or create undue burdens. In this respect, the Department interprets the scope of transit providers' origin to destination service obligation analogously to the general obligations of public entities under the ADA to provide program accessibility.

For example, the Department does not view transit providers' obligations as extending to the provision of personal services. Drivers would not have to provide services that exceed "door-to-door" service (e.g., go beyond the doorway into a building to assist a passenger). Nor would drivers, for lengthy periods of time, have to leave their vehicles unattended or lose the ability to keep their vehicles under visual observation, or take actions that would be clearly unsafe (e.g., back a vehicle down a narrow alley in specific circumstances that would present a direct threat to safety). These activities would come under the heading of "fundamental alteration" or "undue burden."

Under the ADA rule, it is not appropriate for a paratransit provider to establish an inflexible policy that refuses to provide service to eligible passengers beyond the curb in all circumstances. On an individual, case-by-case basis, paratransit providers are obliged to provide an enhancement to service when it is needed and appropriate to meet the origin-to-destination service requirement. We recognize that making individual, case-by-judgments may require additional effort, but this effort is necessary to ensure that the origin-to-destination requirement is met.

This guidance has been approved through the Department of Transportation's Disability Law Coordinating Council as representing the official views of the Department on this matter.

September 1, 2005

Definition of “Direct Threat”

NPRM

The definition of “direct threat” has long been a key provision of this and other disability nondiscrimination regulations. “Direct threat” has been the Department’s primary reference point in deciding several issues in which there has been tension between the safety concerns of transportation providers and the rights of persons with disabilities to access public transportation, such as prohibitions on wheelchair users being able to use certain bus stops, use of lifts by standees, and carriage of three-wheeled scooters that are not easily secured by existing bus securement devices. A key element of the concept is that, to justify a limitation on individuals with disabilities, there must be a significant threat to others—as distinct from to the individual with a disability—that cannot be eliminated by a modification of policies, practices or procedures, or by the provision of auxiliary aids or services. The NPRM indicated that the Department intended to add a definition of direct threat to 49 CFR 37.3 that would track the definition in DOJ’s regulation, which defines direct threat in terms of a threat to the health and safety of others.

Comments

Disability community commenters favored retaining the requirement that a direct threat can only be a threat to the health or safety of others. A number of transportation industry commenters, however, believed that the definition should be modified to permit consideration of threats to the safety of the disabled person him- or herself. Both in the interest of protecting passengers with disabilities from potential harm and of protecting the transit authority from potential liability, these commenters believed that transportation providers should be able to impose certain restrictions on the transportation of some passengers with disabilities if there was danger to the passengers themselves. One example that some commenters cited was a paratransit passenger with dementia who, once dropped off at his or her destination, could become disoriented and wander off if no one at the destination was present to take care of him or her.

DOT Response

The Department has determined that in the transportation context the appropriate definition of direct threat is one that only considers safety threats to others. This approach is consistent with DOJ’s regulations. Therefore, we will define direct threat as “a significant risk to the health or safety of others that cannot be eliminated by a modification of policies, practices or procedures, or by the provision of auxiliary aids or services” and add this definition to our regulation.

We recognize that the situation of paratransit service to a person with dementia or another severe cognitive impairment presents unique problems. The primary risk (*e.g.*, of becoming disoriented and wandering away) is to the passenger, rather than to others, but, in the absence of a personal care attendant or a contact with someone at the destination point, the risk to the safety, or even the life, of the passenger could be very high. This is an issue that should be addressed during the application process and eligibility interview. At that time, the paratransit provider, the applicant, and the person responsible for the

applicant's wellbeing should discuss the parameters of paratransit service, the paratransit agency's policies regarding attended transfers, and the procedures that will be followed in the event that there is no one available to meet the applicant when the vehicle arrives.

The Department has added language to Appendix D of part 37 to make it clear that the concept of "direct threat" in this rule is intended to be interpreted consistently with the same term in DOJ rules.

Other Definitions

The DOJ published, on September 15, 2010, new ADA Title II and Title III regulations (75 FR 56164). These rules define certain terms, such as "disability," "auxiliary aids" and "service animals," differently from the existing definitions in part 37. Generally, these definitional differences are at the level of detail and wording, and the definitions are not vastly different in concept. The Department will consider whether, in the future, to propose changes to part 37 to parallel the new DOJ definitions. Meanwhile, the existing DOT definitions continue in effect. Regulated entities should not change policies based on the DOJ rules, since it is the DOT rules that apply to them.

City Council Staff Report



Subject: 305 Park Avenue Plat Amendment
Author: Anya Grahn, Planner
Project Number: PL-13-01912
Date: August 1, 2013
Type of Item: Administrative – Plat Amendment

Summary Recommendations

Staff recommends the City Council hold a public hearing for the 305 Park Avenue Plat Amendment, located at the same address, and consider approving the request based on the findings of fact, conclusions of law, and conditions of approval as found in the draft ordinance.

Description

Applicant: Mathew Styczynski and Elizabeth Lin
Location: 305 Park Avenue
Zoning: Historic Residential (HR-1) District
Adjacent Land Uses: Residential attached, single-family residential, vacation rentals
Reason for Review: Plat amendments require Planning Commission review and City Council approval

Proposal

The applicant is requesting a Plat Amendment for the purpose of combining all of Lots 1 and 2 of Block 3 of the Snyders Addition to Park City. There is an existing historic home that straddles the lot line on the property that is identified as Significant on the City's Historic Sites Inventory (HSI). The applicant wishes to combine the lots in order to move forward with renovations which will be subject to Historic District Design Review (HDDR) approval. No application has been submitted for renovations to this property, though Planning Staff met with the applicant in a pre-application meeting to discuss options for adding a garage and deck addition on April 3, 2013. The Plat Amendment approval and recordation is necessary prior to the approval of a HDDR.

Background

The 305 Park Avenue property is listed on the Historic Sites Inventory (HSI) as a "Significant" site which includes an 1895 structure. Historically, the house was two (2) stories with a rectangular footprint, narrow end to the street. The tax records indicate that sometime between 1957 and 1968, a fire reduced the house to one (1) story. The second floor and attic were rebuilt between 1990 and 1995, creating a central-block-with-projecting-bay type house. The accuracy of the reconstruction is unknown. The HSI form states that there were no historic photographs of the historic structure; yet, the 1990 variance explains that the reconstruction was based on original drawings and

photographs. The original frame house was a house type built in Park City during the mining era; however, the extent of the alterations to the main building diminishes its association with the past and makes it ineligible for listing on the National Register of Historic Places.

Per LMC 15-2.2-4, existing historic structures that do not comply with building setbacks are valid complying structures. The historic structure is a valid complying structure, though it straddles the property line that separates Lots 1 and 2.

On September 4, 1990, the Board of Adjustment (BOA) approved three (3) variances for height and encroachments. Variances run with the land. The BOA approved a one foot (1') encroachment into the required three foot (3') required north side yard setback to create a two (2) car parking pad. A one foot three inch (1'3") encroachment was approved into the required ten foot (10') rear yard setback to accommodate a four foot (4') wide stairway enclosure, providing a second access point to the second story; this setback reduced the rear yard setback from ten feet (10') to seven and one-half feet (7.5'). Finally, the BOA approved a five foot (5') height variance to permit the house to be constructed to thirty-eight feet (38'). The September 4, 1990, staff report specifies that a thirty-three foot (33') maximum height was permitted at that time. The report notes that the structure would be reconstructed based on the scale of original drawings and photographs. The historic structure, before losing its second story to a fire, was thirty-eight feet (38') tall. In total, the BOA approved the following in 1990:

- A one-foot (1') encroachment into the required three foot (3') required north side setback for the construction of the parking pad.
- A one foot three inch (1'3") encroachment into the required ten foot (10') rear setback.
- A five foot (5') height variance.

In April 2013, the applicant submitted a HDDR Pre-application and met with the Design Review Team (DRT). The applicants suggested adding an accessory garage addition adjacent to the porch. They would also like to expand the footprint of a rear deck. The applicant plans to make a full HDDR submittal once the plat amendment is approved. Work will not be allowed to commence until the plat amendment is recorded.

On July 10, 2013, the Planning Commission held a Public Hearing and voted three-to-one to recommend approval of the 305 Park Avenue Plat Amendment. No changes were made to the Findings of Fact or Conditions of Approval. Although the Planning Commission held a Public Hearing, no public input was offered at the meeting. An HDDR has not yet been submitted for this property.

Analysis

The historic house currently straddles the lot line between Lots 1 and 2 of the Snyders Addition, Block 3. The plat amendment is necessary in order for the applicants to make improvements to the structure.

	HR-1 Zone Designations	Existing Conditions
Lot Area Square Feet	4,688 SF (Based on 62.5'x75' lot)	3,934 SF—one lot measuring 25 feet x 75 feet (1,875 SF); the other measuring approx. 27.15 feet x 75 feet (2,059 SF)
Maximum Building Footprint	1,576.8 SF	1,379.8 SF (Total home size: 3,934 SF)
Maximum Height	27 feet (3 stories)	38 feet (3 stories)
North Side yard Setback	5 feet	6.8 feet (structure only, not parking pad)
South Side yard Setback	5 feet (Property borders Third Street ROW)	10 feet
Front Yard Setback	10 feet	20 feet
Rear Yard Setback	10 feet	7.5 feet

The 1990 variance approvals included a one foot three inch (1'3") encroachment into the ten foot (10') rear yard setback in order to accommodate a four foot (4') wide stairway enclosure at the rear of the house. The BOA also approved the thirty-eight foot (38') height of the structure, which exceeds the current twenty-seven foot (27') height limit.

Aside from an HDDR and Building Permit if the applicant wishes to add an addition to the house, there are no other regulatory processes anticipated for this property. The site is not on a steep slope.

Process

The approval of this plat amendment application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC 1-18.

Department Review

This project has gone through an interdepartmental review. No additional issues were raised regarding the subdivision.

Notice

The property was posted and notice was mailed to property owners within 300 feet. Legal notice was published in the Park Record.

Public Input

No public input was received at the time of writing this report. Public input may be taken at the Council meeting noticed for August 1, 2013.

Alternatives

- The City Council may approve the 305 Park Avenue Plat Amendment as conditioned or amended; or
- The City Council may deny the 305 Park Avenue Plat Amendment and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on the 305 Park Avenue Plat Amendment; or
- The City Council may remand the item back to the Planning Commission for specific discussion on topics and/or findings.

Significant Impacts

There are no significant fiscal or environmental impacts from this application.

Consequences of not taking the Suggested Recommendation

The proposed plat amendment would not be recorded and two (2) existing lots would not be adjoined. A building permit cannot be issued for remodel work/construction across a lot lines. Any additions to the historic house would not be permitted as the house sits on two (2) lots.

Recommendation

Staff recommends the City Council hold a public hearing for the 305 Park Avenue Plat Amendment, and consider approve the 305 Park Avenue Plat Amendment based on the findings of fact, conclusions of law, and conditions of approval as found in the draft ordinance.

Exhibits

Exhibit A – Draft Ordinance with Proposed Plat

Exhibit B – Existing Conditions Survey

Exhibit C – Vicinity Map/Aerial Photograph

Exhibit D – 1990 Variance

Exhibit E – Draft Planning Commission meeting minutes for 7.10.13

Exhibit A – Draft Ordinance with Proposed Plat

Ordinance 13-

AN ORDINANCE APPROVING THE 305 PARK AVENUE SUBDIVISION PLAT LOCATED AT 305 Park Avenue, PARK CITY, UTAH.

WHEREAS, the owner of the property located at 305 Park Avenue, has petitioned the City Council for approval of the Subdivision; and

WHEREAS, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, proper legal notice was sent to all affected property owners; and

WHEREAS, the Planning Commission held a public hearing on July 10, 2013, to receive input on the proposed subdivision;

WHEREAS, on July 10, 2013, the Planning Commission forwarded a positive recommendation to the City Council; and,

WHEREAS, on August 1, 2013, the City Council held a public hearing on the proposed subdivision; and

WHEREAS, it is in the best interest of Park City, Utah to approve the proposed 305 Park Avenue Plat Amendment.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The 305 Park Avenue Subdivision Plat Amendment as shown in Attachment 1 is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 305 Park Avenue within the Historic Residential (HR-1) Zoning District.
2. The property is shown on the Historic Sites inventory as a “Significant Site” and includes a 3,934 square foot mining-era home constructed in 1895.
3. Currently, the property is two (2) Old Town Lots, Lots 1 and 2 of Block 3.
4. The applicants are requesting to combine two (2) Old Town lots into one Lot.
5. The plat amendment is necessary in order for the applicant to move forward with any future improvements to the structure.

6. The amended plat will create one new 3,934 square foot lot. The existing lots measure 25 feet x 75 feet (1,875 SF); the other measuring approx. 27.15 feet x 75 feet (2,059 SF).
7. The existing historic house straddles Lots 1 and 2 of the Snyders Addition.
8. The three story structure is thirty-eight feet (38') tall, thus exceeding the twenty-seven feet (27') height limit.
9. On September 4, 1990, the BOA approved a one-foot (1') encroachment into the required three foot (3') required north side setback; a one foot three inch (1'3") encroachment into the required ten foot (10') rear setback, creating a seven and one-half foot setback; and a five foot (5') height variance. The height variance allowed for a structure of 38'. In 1990, the maximum height permitted in the zone was 33'.
10. Any proposed additions to the existing historic home will require a review under the Design Guidelines for Historic Districts and Historic Sites through the HDDR process.
11. The maximum building footprint allowed is 1,801 square feet per the HR-1 LMC requirements. The current footprint square footage is 1,379.8, which would allow a maximum footprint addition of 197 square feet. The historic structure is a valid complying structure, though it straddles the property line that separates Lots 1 and 2.
12. Any new additions to the rear of the historic home would require adherence to current setbacks as required in the HR-1 District, as well as be subordinate to the main dwelling in terms of size, setback, etc., per the requirements of the adopted 2009 Design Guidelines for Historic Districts and Historic Sites.

Conclusions of Law:

1. The plat amendment is consistent with the Park City Land Management Code and applicable State law regarding subdivisions.
2. Neither the public nor any person will be materially injured by the proposed plat amendment.
3. Approval of the plat amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.
4. There is Good Cause to approve the proposed plat amendment as the plat does not cause undo harm on any adjacent property owners because the proposal meets the requirements of the Land Management Code and all future development will be reviewed for compliance with requisite Building and Land Management Code requirements.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a complete application requesting an

extension is made in writing prior to the expiration date and an extension is granted by the City Council.

3. No building permit for any work that expands the footprint of the home would first require the approval of an HDDR shall be granted until the plat amendment is recorded with the Summit County Recorder's office.
4. Modified 13-D sprinklers may be required by the Building Official for renovation of the existing structure.
5. A ten foot (10') foot wide public snow storage easement will be provided along the frontage of the property.

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

PASSED AND ADOPTED this ____ day of August, 2013.

PARK CITY MUNICIPAL CORPORATION

Dana Williams, MAYOR

ATTEST:

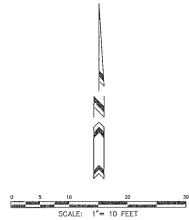
Jan Scott, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

305 Park Avenue Subdivision

A replat of Lots 1 & 2
Block 3, Park City Survey



Legend

- ✚ Found Street Monument
- ⊙ Found rebar & cap—LS 187821
- ⊙ Set 5/8" rebar & plastic cap

OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents that the undersigned, Matthew N. Styczynski and Elizabeth C. Lin, owners of the hereon described 305 Park Avenue Subdivision, Block 3, Park City Survey, having caused this Plat Amendment to be made, do hereby consent to the recordation of this Record of Survey Map in the office of the County Recorder of Summit County, Utah, in accordance with Utah law.

Also, the owner hereby irrevocably offer for dedication to the City of Park City all the streets, land for local government uses, utilities and easements shown on the plat in accordance with an irrevocable offer of dedication.

In witness whereof, the undersigned have set their hands this ____ day of _____, 2013.

By: Matthew N. Styczynski
Owner

Elizabeth C. Lin
Owner

ACKNOWLEDGEMENT

STATE OF UTAH
County of Summit:

On this ____ day of _____, 2013, Matthew N. Styczynski and Elizabeth C. Lin personally appeared before me, the undersigned Notary Public in and for said State and County, who after being duly sworn, acknowledged to me that they are the owners of the hereon described 305 Park Avenue Subdivision and that they have signed the above Owner's Dedication and Consent to Record freely and voluntarily for the purposes set forth hereon.

My commission expires: _____

NOTARY PUBLIC
RESIDING IN _____ COUNTY, _____



NARRATIVE

- Survey requested by: Matthew N. Styczynski & Elizabeth C. Lin.
- Basis of survey: found street monuments as shown.
- Date of survey: April, 2013.
- Property monuments set or found as shown.
- Located in the Southeast Quarter of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian.
- The owners of the property should be aware of any items affecting the property that may appear in a title insurance report.

LEGAL DESCRIPTIONS

Original Deed Description

Lot 1 and 2, Block 3, Amended Plat of Park City Survey, according to the official plat thereof on file and of record in the Summit County Recorder's Office.

305 Park Avenue Subdivision

Beginning at the Southeasterly Corner of Lot 1 and the Southeasterly Corner of Block 3, Park City Survey, according to the official plats thereof, on file and of record in the Summit County Recorder's Office, and running thence North 23°38' West, along the Westerly Right of Way of Park Avenue and the Easterly boundary of Lots 1 and 2 of said Block 3, 52.15 feet, more or less, to the Northeasterly Corner of said Lot 2; thence South 66°40' West, along the Northerly boundary of said Lot 2, 75.00 feet, more or less, to the Northwesterly Corner of said Lot 2; thence South 23°38' East, along the Westerly boundaries of said Lots 1 and 2, 52.76 feet, more or less, to the Southwesterly Corner of said Lot 1; thence North 66°12' East, along the Northerly Right of Way of Third Street and the Southerly boundary of said Lot 1, 75.00 feet, more or less, to the Point of Beginning; containing 3,934 square feet, more or less.

SURVEYOR'S CERTIFICATE

I, J.D. Galley, a Registered Land Surveyor as prescribed by the laws of the State of Utah and holding License No. 359005, do hereby certify that I have supervised a survey of the hereon described property and that this plat is a true representation of said survey.

Date _____ J.D. Galley RLS#359005



SNYDERVILLE BASIN
WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN
WATER RECLAMATION DISTRICT STANDARDS
ON THIS ____ DAY OF _____, 2013.

BY: SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

PLANNING COMMISSION

APPROVED BY THE PARK CITY
PLANNING COMMISSION THIS
DAY OF _____, 2013 A.D.

BY _____
CHAIRMAN

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN
ACCORDANCE WITH INFORMATION ON
FILE IN MY OFFICE THIS
DAY OF _____, 2013 A.D.

BY _____
PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS ____
DAY OF _____, 2013 A.D.

BY _____
PARK CITY ATTORNEY

CERTIFICATE OF ATTEST

I CERTIFY THIS RECORD OF SURVEY
MAP WAS APPROVED BY PARK CITY
COUNCIL THIS ____ DAY
OF _____, 2013 A.D.

BY _____
PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY
COUNCIL THIS ____ DAY OF _____
2013 A.D.

BY _____
MAYOR

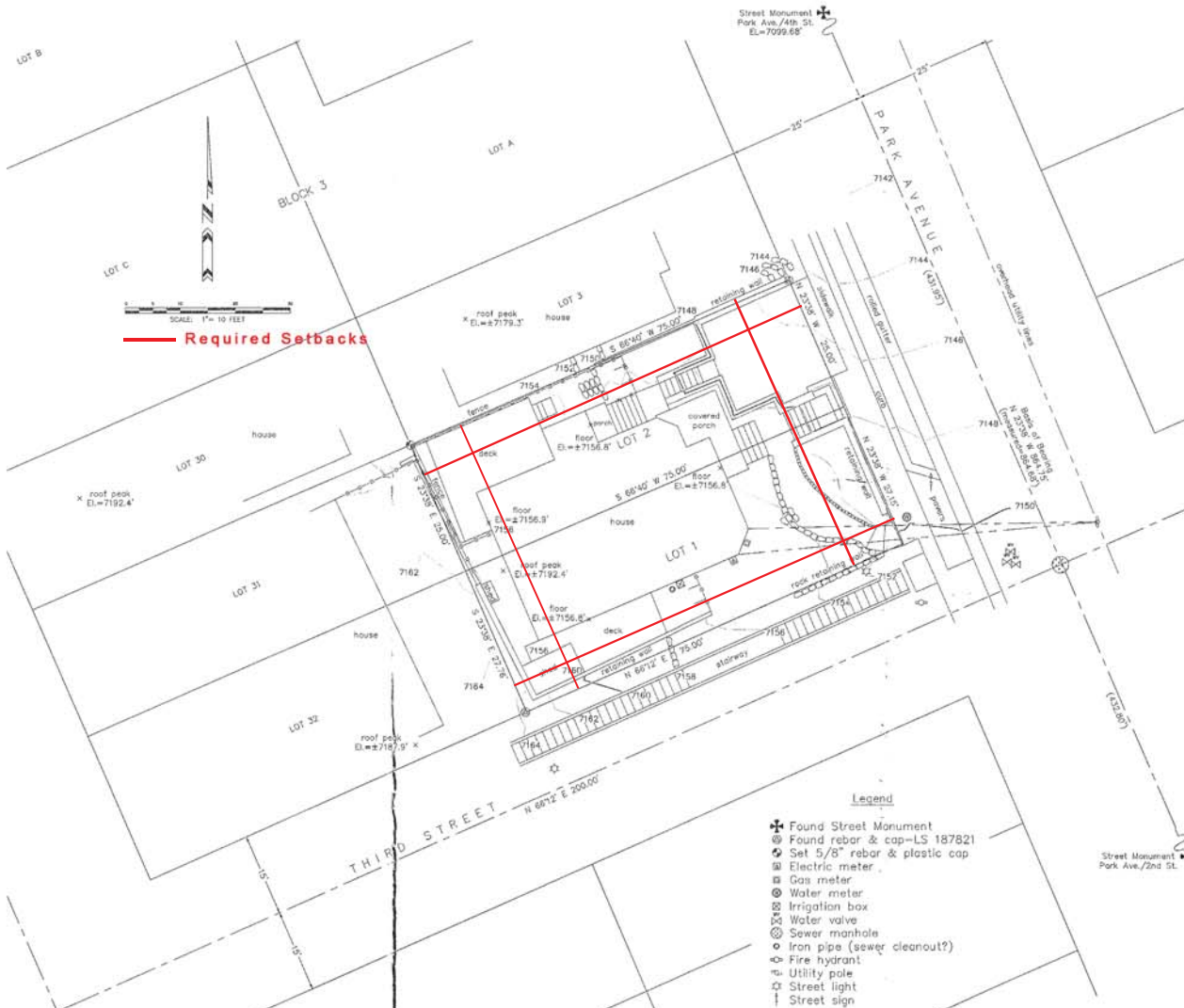
RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF _____
DATE _____ TIME _____ BOOK _____ PAGE _____

FEE _____ RECORDER _____



Park City Survey Block 3, Lots 1 & 2



NARRATIVE

1. Survey requested by: Matthew N. Styczynski.
2. Purpose of survey: locate the deed description, improvements and the topographic relief.
3. Basis of survey: found Street Monuments as shown. Block dimensions are from the Park City Monument Control Map by Bush & Gudgeon, Inc. Recorded as Entry No. 199887 in the Office of the Summit County Recorder. Subdivision of Block 3 from the Map of Park City by Caldwell & Richards Engineers, traced from the original map July, 1927.
4. Date of survey: April 18, 2013.
5. Property monuments set or found as shown.
6. Located in the Southeast Quarter of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian.
7. The owners of the property should be aware of any items affecting the property that may appear in a title insurance report.
8. Elevations are based on an elevation of 7099.68 feet at the Street Monument found at the intersection of Park Avenue and 4th Street, from the Park City Monument Control Map.

DEED DESCRIPTION

Lot 1 and 2, Block 3, Amended Plat of Park City Survey, according to the official plat thereof on file and of record in the Summit County Recorder's Office; Lot 1 containing $\pm 2,059$ sq. ft., Lot 2 containing $\pm 1,875$ sq. ft.

SURVEYOR'S CERTIFICATE

I, J.D. Galle, a Registered Land Surveyor as prescribed by the laws of the State of Utah and holding License No. 359005, do hereby certify that I have supervised a survey of the hereon described property and that this plat is a true representation of said survey.

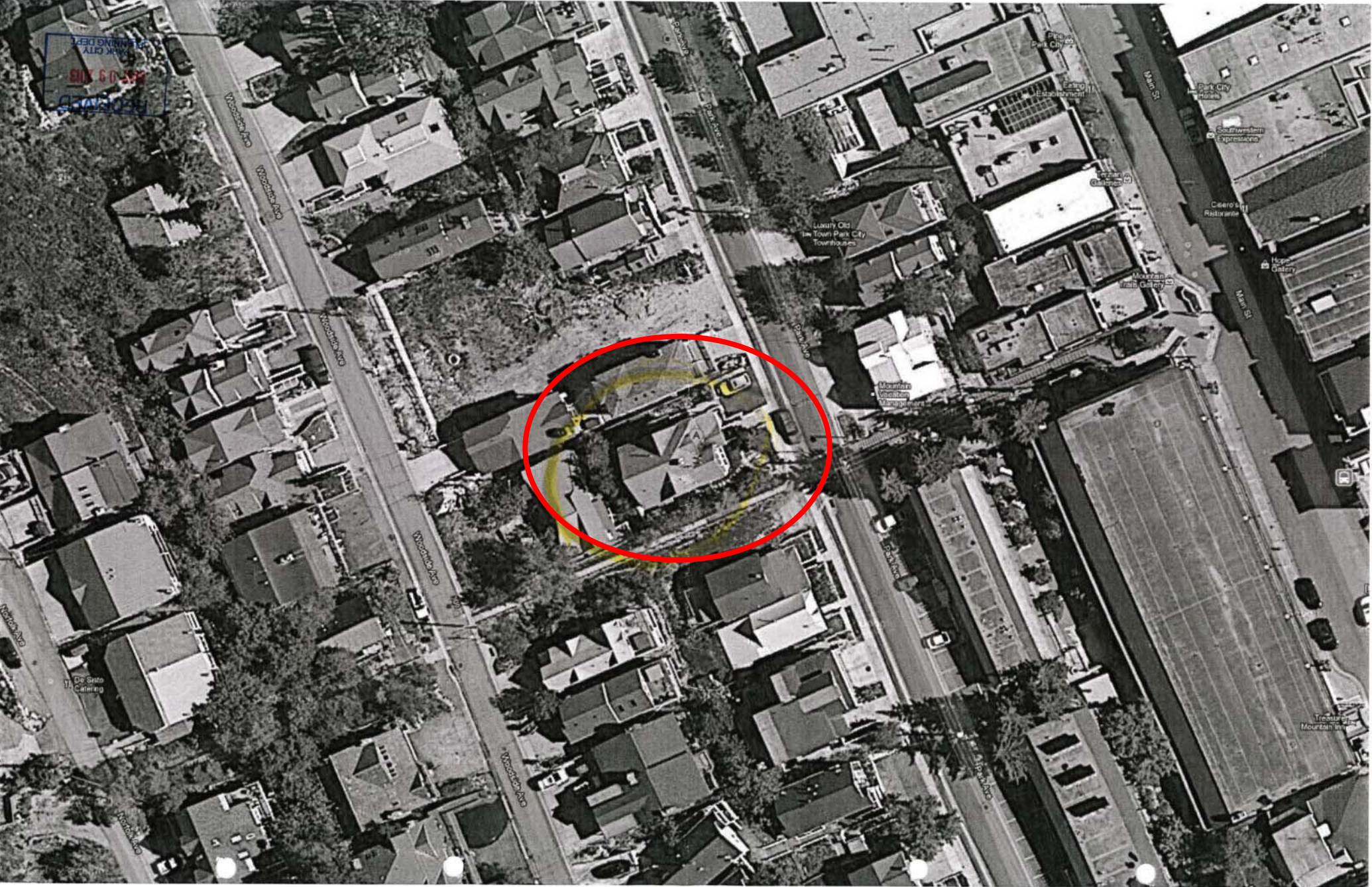
Apr 21 13
Date



J.D. Galle License #359005



RECEIVED
MAY 03 2013
SUMMIT COUNTY PLANNING DEPT.



THE BOARD OF ADJUSTMENT
PARK CITY, SUMMIT COUNTY, UTAH

IN RE: Requests for variances at 305 Park Avenue, Ken Martz as follows:
1' encroachment into the north side setback
1'3" encroachment into the rear setback
5' height variance

Petition #V90225) Findings of Fact
) and Order

The Board of Adjustment of Park City, Utah met on Tuesday, September 4, 1990 for a regularly scheduled and noticed meeting. After determining that a quorum of members of the Board were present, the Board conducted its scheduled business. Among the petitions heard by the Board was the above entitled petition.

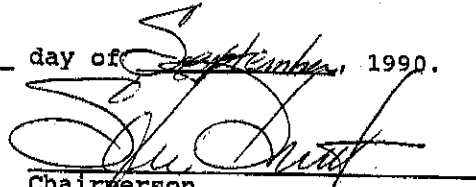
The requested variances are a result of the applicant's desire to return the structure to its original historic design, and at the same time improve a difficult parking and circulation situation. The variances are being requested as a result of improvements to health/safety issues and because of the historic nature of the building. The improvements will be consistent with other structures in this area of Park Avenue and the HR-1 zone.

After hearing all interested parties and considering all relevant facts, the Board of Adjustment APPROVED the two setback variances and the requested height variance for the structure at 305 Park Avenue, based upon the findings set forth in Section 5.6 of the Land Management Code:

1. That the strict application of the Code would deprive the owner of the property rights and privileges available to others owning similar property within the same zone, and
2. The deprivation would result from conditions on the property not of general application to other properties in the zone, and
3. The granting of the variances would not be detrimental to the public health and safety or contrary to the comprehensive

plan, and strict adherence to the letter of the Code would cause hardships, the imposition of which are not necessary in order to carry out the general purpose of the plan.

Dated this 12 day of September, 1990.


Chairperson
Board of Adjustment

MINUTES OF PARK CITY BOARD OF ADJUSTMENT
MARSAC MUNICIPAL BUILDING
SEPTEMBER 4, 1990

IN ATTENDANCE: Chairman Steve Deckert, Mike Eberlein, Mark Freeman,
Dell Fuller, and Diane Zimney

ABSENT & EXCUSED: Tom Sedgwick

EX OFFICIO: Suzanne McIntyre, Senior Planner
Steve Osguthorpe, Planner I
Shauna Kerr, Assistant City Attorney
Gwen Beere, Administrative Secretary

Agenda Item #1 (Introduced by Chairman Deckert)

Approval of Minutes for the meeting of May 29, 1990

MOTION: Mike Eberlein moved to approve the minutes of May 29, 1990
as written. Motion seconded by Mark Freeman. Motion passed
unanimously.

Agenda Item #2

Approval of Minutes for the meeting of June 5, 1990

MOTION: Mike Eberlein moved to approved the minutes of June 5,
1990 as written. Motion seconded by Diane Zimney. Motion carried.

Agenda Item #3

Request for variances at the side and rear at 305 Park Avenue,
Ken Martz

Senior Planner McIntyre stated that this application is unique
because the variances are a result of the applicant's desire to
return the structure to its original historic design and put back
the second story as it was originally. Included in the packet as
background information were the State Historical Survey, a 1940's
tax photo which shows the second story, the historical information
included in Park City's Listing on the National Register of
Historic Places, and various elevations proposed for restoring the
structure. Mr. Martz is participating in the Historic Grants
program and is very dedicated to this project.

Planner McIntyre explained that at the same time that Mr. Martz is
putting the second story back on the building he is also improving
the parking and circulation by creating two off-street parking
spaces on his property. Under the Land Management Code, parking

Board of Adjustment
Meeting of September 4, 1990
Page 2

is not required to be provided when a property is remodeled. This improvement will require a one-foot encroachment into the sideyard. Planner McIntyre continued that Mr. Martz is encumbered on the parcel due to the porch and stairs already existing in that location.

Planner McIntyre stated that Mr. Martz is also requesting an encroachment into the rear setback of 1'3" from the standard rear setback requirement of 10', in order to have a 4'-wide stairwell enclosure, providing his second access point from the second story. This addition was required by Chief Building Official Ron Ivie because the second story must have adequate egress.

The third variance request is for a 5' height variance, Planner McIntyre continued. She commented that typically the Staff would not be in support of allowing maximum height up to 38'. However, the drawings have been scaled from the original photographs of this building and 38' was the height of the building. Planner McIntyre informed the Board that historically this area of Park Avenue was where the more affluent citizens resided and there are several other buildings of a comparable height in the area.

Planner McIntyre pointed out that the Historic District Commission has reviewed these plans and approved them. The property was posted and notices sent to adjacent property owners within 300'. A phone call was received the day of the meeting from Jim Totoro who was opposed to the variances. Unfortunately Mr. Totoro's long distance call was cut-off and the Staff was unable to find out the nature of his opposition.

Planner McIntyre stated that the Staff feels that the replication of the structure is very significant, and a fine effort on the part of the applicant; and that it contributes to Park City's listing on the National Register of Historic Places. At the same time, it meets the modern-day codes and requirements for health/safety.

Following the Staff report, Planner McIntyre stated that the Staff has reviewed the findings listed in the Land Management Code and recommends the Board of Adjustment approve the two requested setback variances and the requested height variance for the structure at 305 Park Avenues, based upon the following:

1. That the strict application of the Code would deprive the owner of the property rights and privileges available to others owning similar property in the same zone, and
2. The deprivation would result from conditions on the property not of general application to other properties in the zone, and

**PARK CITY PLANNING DEPARTMENT
STAFF REPORT**

TO: BOARD OF ADJUSTMENT
FROM: PLANNING STAFF
DATE: SEPTEMBER 4, 1990
Re: 305 PARK AVENUE - REQUEST FOR VARIANCES

=====

I. PROJECT STATISTICS:

Applicant:	Ken Martz
Project Address:	305 Park Ave.
Request:	A 1' encroachment into the side setback; A 1'3" encroachment into the rear setback; A 5' ht. variance
Zoning:	HR-1
Adjacent Land Uses:	Single Family, Multi Family Residential
Date of Application:	August 9, 1990
Date of Staff Report:	August 30, 1990
Staff Planner:	Suzanne McIntyre
Staff Recommendation:	APPROVE

II. BACKGROUND INFORMATION:

The Planning Department has received an application for two setback variances and a height variance for the structure at 305 Park Avenue. This application is unique because the requested variances are a result of the applicant's desire to return the structure to its original historic design. The building is a historic structure included in Park City's listing on the National Register of Historic places and is being remodeled as part of the Historic District Grants Program. The remodel includes the addition of a second story which was originally part of the building. The applicant is making every effort to return the building to its original historic appearance.

The Staff has taken the position of supporting this application due to the applicant's ambitious goal of returning the structure to its original design, and at the same time improve a difficult parking and circulation situation. The variances are being requested as a result of improvements to health/safety issues and because of the historic nature of the building. The improvements will be consistent with other structures in this area of Park Avenue and the HR-1 zone.

305 PARK AVE.
PAGE 2

III. PROJECT DESCRIPTION:

Three variances are being requested in this application:

- 1' encroachment into the north side setback (3' req'd),
- 1'3" encroachment into the rear setback (10' req'd), and
- 5' height variance (33' max. allowed)

1. In the HR-1 zone a 3' side setback is required. As part of the renovation of this structure the applicant would like to provide two off-street parking spaces. However, due to the location of the existing front porch and sidewalk, he is unable to adequately fit the 9'-wide stalls onto the property without encroaching into the setback. Since this is a remodel of an existing structure, provision of off-street parking is not required by the Land Management Code. However, the applicant believes the provision of two off-street spaces will not only provide better parking for the occupants of the house, but relieve parking pressures created by on-street parking in the winter. The Staff believes the 1' encroachment is minor and will be offset by the benefits provided by the off-street parking and would not be required if the on-site restrictions did not already exist.

2. The required rear setback in the HR-1 zone is 10 feet. A 1'3" encroachment has been requested because of the requirement by the Chief Building Official that a 4'-wide enclosed stairway be provided as an egress from the second story of the building.

The addition has been designed to be architecturally compatible with the existing building and has been reviewed and approved by the Historic District Commission which supports the design, both architecturally and from a health/safety standpoint. The Staff supports the requested variance because the second story must have adequate egress.

3. A 5' height variance has also been requested. A variance of this type would not be supported by the Staff for a new structure because the height is not in compliance with today's Land Management Code. However, its allowance would promote the intent of the HR-1 zone by encouraging the retention of an existing historic structure and its adaptive reuse rather than furthering the decline of the District by encouraging the structure's demolition. The requested height variance is consistent with the structure's original design and with other historic homes on Park Avenue.

305 PARK AVE.
PAGE 3

PUBLIC INPUT STATEMENT: The property has been posted and legal notice sent to the property owners within 300' and as of August 31, 1990 no public input has been received.

IV. STAFF RECOMMENDATION:

The replication of the structure is being proposed in order to return this historically significant structure back to its original configuration and at the same time make it meet the modern-day codes and requirements for health and safety. Due to Park City's listing on the National Register of Historic Places for our Mining Boom Era Homes, the City has consistently taken the position that adjustments should be permitted whenever possible in order to facilitate renovation of existing historic structures.

Based upon the findings set forth in Section 5.6 of the Land Management Code as listed below, the Planning Staff recommends the Board of Adjustment **APPROVE** the two requested setback variances and the requested height variance for the structure at 305 Park Avenue.

1. That the strict application of the Code would deprive the owner of the property rights and privileges available to others owning similar property with in the same zone, and
2. The deprivation would result from conditions on the property not of general application to other properties in the zone, and
3. The granting of the variances would not be detrimental to the public health and safety or contrary to the comprehensive plan, and strict adherence to the letter of the Code would cause hardships, the imposition of which are not necessary in order to carry out the general purpose of the plan.

PARK CITY MUNICIPAL CORPORATION
PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS
MARSAC MUNICIPAL BUILDING
JULY 10, 2013

COMMISSIONERS IN ATTENDANCE:

Vice-Chair Jack Thomas, Brooke Hontz, Stewart Gross, Mick Savage, Charlie Wintzer

EX OFFICIO:

Planning Director, Thomas Eddington; Kayla Sintz, Planning Manager; Francisco Astorga, Planner; Anya Grahn, Planner; Polly Samuels McLean, Assistant City Attorney

=====

REGULAR MEETING

ROLL CALL

Vice-Chair Thomas called the meeting to order at 5:30 p.m. and noted that all Commissioners were present except Commissioners Strachan and Worel who were excused.

ADOPTION OF MINUTES

June 26, 2013

Two Commissioners had been recused on certain items and could not vote on the minutes. Therefore, the Planning Commission did not have a quorum and adoption of the minutes was continued to the next meeting.

MOTION: Commissioner Hontz moved to CONTINUE the minutes of June 26, 2013 to the next meeting. Commissioner Gross seconded the motion.

VOTE: The motion passed unanimously. .

Public Input

Jim Tedford remarked that the LMC amendments for Section 15-16 that were scheduled before the City Council the next evening were very encouraging. However, he recalled a previous discussion and changes related to open space and asked for the status of the open space amendments.

Director Eddington remarked that the Staff was request to re-examine the definitions for open space and match the definitions in the General Plan. The Planning Commissioner would be addressing the open space amendments at a later date.

Mr. Tedford commented on two proposed changes to Section 15-11- Pre-application Conference and 15-12 - Additional Duties, which he had submitted in a letter in January and again in May. At that time he requested that the Planning Commission initiate the proposed changes, which they are allowed to do per Code based on a citizen request. He asked for the status of his submitted proposed changes.

Director Eddington noted that the Staff had analyzed the changes Mr. Tedford proposed in his letter. Based on direction from the Planning Commission, the Staff simplified some of the initial recommended language for MPDs; however, Mr. Tedford's proposal was not incorporated into the language that was forwarded to the City Council. Director Eddington believed the language could be revised as they look at the MPD in detail with regard to open space. Mr. Tedford noted that his request was not about open space. Director Eddington replied that open space was only one of a number of amendments that would come back to the Planning Commission.

Mr. Tedford clarified his proposal addressed Section 15-11, Historic Preservation and the cause that deals with exceptions and how "each application shall comply with all design guidelines for historic district and historic sites unless..." and in his letter he had redlined what he thought should be eliminated. The next proposed change was to Section 15-11 – Additional Duties where he proposed revising the language to read, "The Historic Preservation Board at the direction of the City Council may participate in the design review of any project located within the Historic Zones." He noted that it was a change from "...review of any City-owned projects..."

Mr. Tedford requested to be notified when the Planning Commission would be discussing the two proposed changes so he would have the opportunity to explain his rationale.

Director Eddington noted that Section 15-11, the HPB section of the LMC, was not advertised because the Staff had not proposed changes to that section. He believed Mr. Tedford had tied his comments to the MPD discussion that was occurring at the time. The Staff would include it with the next round of LMC discussions and properly notice it. Director Eddington explained that currently the HPB sits as an appeal body. If they were to get involved in design review on private projects the City would have to change its procedure, which would require significant changes to Section 15-11, the HPB.

Director Eddington offered to make sure Mr. Tedford was noticed when that discussion takes place. He anticipated that it would be several months before the Planning Commission would see any changes to the LMC because they were currently working on Form Based Code and the General Plan.

Mr. Tedford commented on the proposed General Plan that was posted on the website. He was very familiar with the old General Plan and he was not convinced the new General Plan was quite as strong. Mr. Tedford referred to Goal 15, Principle 15(b), Maintain contacts and scale of local historic districts with compatible infill development. He believed that was very good for what already exists and what they wanted to maintain. However, in terms of new projects, compatibility needed to be stressed.

Mr. Tedford referred to Goal 16, Principle 16(d) Limit uses within the first story of buildings along the frontage of the commercial district for visitors and to invite the passing pedestrian. He thought that goal was a little late but he liked the fact that it was addressed in the General Plan.

Mr. Tedford read from Goal 15 – Planning Strategies 15-7, “ Periodically renew newly constructed infill projects for suitability and compatibility of infill development within the Districts. Identify issues that threaten the aesthetic experience of the District and refine the design guidelines and/or LMC based on findings. The aesthetic experience would be measured from the pedestrian experience at the street frontage. Also, site design and architecture should be analyzed and reviewed.” Mr. Tedford felt the language implied that they would look back to see what mistakes they made and eliminate them. However, based on his interpretation of the language it would be too late.

Vice-Chair Thomas informed Mr. Tedford that the Staff and Planning Commission were going through the proposed General Plan and carefully reading the document. He appreciated Mr. Tedford's comments and encouraged him to stay involved.

Commissioner Wintzer asked Mr. Tedford to clarify his comment about the new General Plan not being as strong as the old General Plan. Mr. Tedford was unsure if his comment was accurate. He just wanted to make sure that compatibility with what exists is clearly stressed in the new General Plan. Vice-Chair Thomas understood that Mr. Tedford would like to see the compatibility component strengthened.

Director Eddington stated that the intent of that particular goal was to tie the General Plan to the Historic District Design Guidelines where a review is done every two years to see if something needs to be tweaked or strengthened in terms of compatibility and design to keep the two documents the same and living documents.

STAFF/COMMISSIONER COMMUNICATIONS AND DISCLOSURES

Vice-Chair Thomas disclosed that he would be recusing himself from the Lot 21-32 Echo Spur – 9 Lot Subdivision, and he had communicated with Staff his intent not to participate.

Director Eddington commented on a question at the last meeting regarding terms that would be expiring in July. He had told the Commissioners that the City Council intended to keep all the Commissioners in place until the end of the year, which was a de facto result of the joint meeting when they talked about taking Form Based Code, the General Plan and Bonanza Park to the end of the year. Director Eddington felt that he had misspoken. The Mayor eluded to it but nothing was formalized. To clarify the issue, the Staff would present a short report to the City Council within the next two weeks to see if the Council was interested in delaying new appointments and continuing the sitting Commissioners to the end of the year.

Commissioner Hontz asked for the date of the next General Plan meeting for their group. Commissioner Gross replied that a meeting was held today and Mick filled in for Adam. Director Eddington recalled that Commissioner Hontz was scheduled for a meeting the following Monday or Tuesday.

Commissioner Hontz noted that Katie Cattan was responsible for sending out emails to interested citizens who had requested to be notified on the General Plan and Bonanza Park. Since Katie was no longer with the Planning Department she wanted to make sure those emails continued. Director Eddington stated that he would work with Kayla Sintz to continue the notification emails to the citizens.

CONTINUATIONS(S) – Public hearing and continue to date specified.

1. Land Management Code – Amendments to Section 15-1-21 Notice Matrix, Chapter 2.24, Chapter 9, and Chapter 15.

Vice-Chair Thomas opened the public hearing. There were no comments. Vice-Chair Thomas closed the public hearing.

MOTION: Commissioner Wintzer moved to CONTINUE the LMC amendments to July 31, 2013. Commissioner Hontz seconded the motion.

VOTE: The motion passed unanimously.

REGULAR AGENDA – Discussion, public hearing, action.

Planner Astorga noted that the applicants for Lots 21-32, Echo Spur Subdivision were notified that Commissioner Strachan would not be in attendance and since Commissioner Thomas would be recused they would not have a quorum to discuss the project. The Staff later found out that there would be a quorum but they were unable to reach the applicant. Planner Astorga requested that the Planning Commission continue the item to another meeting.

**1. 305 Park Avenue – Plat Amendment
(Application PL-13-01912)**

Planner Anya Grahn reviewed the application for a plat amendment at 305 Park Avenue. A historic significant home straddles the interior lot line between two Old Town parcels. A fire in the building in 1957 and 1968 had taken down the second story. In September of 1990 the applicants requested a variance to restore the structure to its historic form based on photographs and documentation. At that time the Board of Adjustment passed three separate variances. One was a one-foot encroachment in to the required three foot north sideyard setback to accommodate a two-car parking pad. The second was a 1'3" encroachment into the required ten foot rear yard setback in order to accommodate a stairwell that was necessary to access the second floor of the building. The third was a five-foot variance. At that time the allowed building height was 33-feet tall, but in order to restore the house to its original, they needed to build to 38-feet.

Planner Grahn reported that in April 2013 the applicants submitted an HDDR pre-application and met with the Design Review Team to talk about adding a garage and possibly changing the deck in the back of the property. Planner Grahn presented slides showing the setbacks and where the building encroaches over them.

The Staff has been working with the applicants to determine whether or not a garage could be accommodated. There was an issue about footprint if nothing on the lot changes, and there is a height restriction. Planner Grahn pointed out that it was a challenging situation but before they could move forward with any plans they needed to remove the interior lot line. Planner Grahn clarified that this was not a steep slope lot.

Vice-Chair Thomas opened the public hearing.

There were no comments.

Vice-Chair Thomas closed the public hearing.

Commissioner Gross was comfortable with the request and felt that it was very straightforward.

Commissioner Hontz agreed that the request was straightforward in terms of removing the interior lot line. However, she believed that the slide presented demonstrates that in its existing form there is nowhere that it does not exceed the standards of the current Code. Commissioner Hontz remarked that it was a fantastic structure and very large for a historic structure. She thought it was interesting that history could not verify what the house originally looked like and that in 1990 the BOA, for good reason, allowed the encroachments. Commissioner Hontz felt that approval of this plat amendment without considering the impacts on the neighborhood would trigger the next step of a garage or deck and allow it to become more non-compliant and not meet the purpose statement of the LMC. While she supports improving historic structures, she struggled with furthering the negative impacts with the trigger of the plat amendment.

Commissioner Hontz suggested that this type of request may be allowed with the purchase of TDRs, recognizing that it is outside of the current requirements. She noted that on every side, whether it be shed, deck, home, stairs, parking pad and the retaining rock wall, everything was already in the setback.

Commissioner Wintzer pointed out that in a plat amendment the Planning Commission could address those concerns through a condition of approval. Commissioner Hontz stated that her struggle was with how much it was non-compliant on every side and all the way to the edge. She believed they would be making an existing problem worse.

Assistant City Attorney McLean clarified that with a historic structure the Code does not call it existing non-complying. It is considered valid complying and the ramifications are different.

Vice-Chair Thomas stated that he had done the Historic Homes Tour and listened to the discussion about the nature of the evolution of the neighborhoods. He noted that this particular street consistently has the largest homes in Park City. Historically those were larger homes and the question is how much of what encroaches is historic. If it is historic, he understood that it would be valid complying. Vice-Chair Thomas was more comfortable with the request after having a broader understanding of the nature of the neighborhood and how it evolved.

Commissioner Wintzer agreed with Commissioner Hontz and he felt there was a dilemma on all sides. He thought they could place a condition on the plat approval to say that any major remodel would come back for a CUP.

Commissioner Hontz noted that on other plat amendments where there have been fence lines or retaining walls or decks, the applicant was required to clean those up with the neighbors. They first need to determine which property it is on, and if it is on the neighbor's property it either needs to be moved or the neighbor gives them a quit claim or an encroachment agreement. She noted that the encroachments also included the City right-of-way by the stairway. Commissioner Hontz was comfortable with Commissioner Wintzer's suggestion for a condition of approval.

Commissioner Savage stated that they have a Planning Department Staff and an HDDR process and if the lot had already been combined the process for any modifications would run through the pre-existing process. He did not want to create constraints on what the applicants could do with their lot as a consequence of needing a lot combination. Commissioner Savage trusted the process that exists with the Planning Department and the HDDR process to vet any plans submitted subsequent to the plat amendment being approved. Commissioner Savage supported the plat amendment as requested.

MOTION: Commissioner Savage moved to forward a POSITIVE recommendation to the City Council for the plat amendment at 305 Park Avenue based on the Findings of Fact, Conclusions of Law and Conditions of Approval as found in the draft ordinance. Commissioner Wintzer seconded the motion.

VOTE: The motion passed 3-1. Commissioner Hontz voted against the motion.

Findings of Fact – 305 Park Avenue

1. The property is located at 305 Park Avenue within the Historic Residential (HR-1) Zoning District.
2. The property is shown on the Historic Sites inventory as a "Significant Site" and includes a 3,934 square foot mining-era home constructed in 1895.
3. Currently, the property is two (2) Old Town Lots, Lots 1 and 2 of Block 3.
4. The applicants are requesting to combine two (2) Old Town lots into one Lot.

5. The plat amendment is necessary in order for the applicant to move forward with any future improvements to the structure.
6. The amended plat will create one new 3,934 square foot lot. The existing lots measure 25 feet x 75 feet (1,875 SF); the other measuring approx. 27.15 feet x 75 feet (2,059 SF).
7. The existing historic house straddles Lots 1 and 2 of the Snyder's Addition.
8. The three story structure is thirty-eight feet (38') tall, thus exceeding the twenty-seven feet (27') height limit.
9. On September 4, 1990, the BOA approved a one-foot (1') encroachment into the required three foot (3') required north side setback; a one foot three inch (1'3") encroachment into the required ten foot (10') rear setback, creating a seven and one-half foot setback; and a five foot (5') height variance. The height variance allowed for a structure of 38'. In 1990, the maximum height permitted in the zone was 33'.
10. Any proposed additions to the existing historic home will require a review under the Design Guidelines for Historic Districts and Historic Sites through the HDDR process.
11. The maximum building footprint allowed is 1,801 square feet per the HR-1 LMC requirements. The current footprint square footage is 1,379.8, which would allow a maximum footprint addition of 197 square feet. The historic structure is a valid complying structure, though it straddles the property line that separates Lots 1 and 2.
12. Any new additions to the rear of the historic home would require adherence to current setbacks as required in the HR-1 District, as well as be subordinate to the main dwelling in terms of size, setback, etc., per the requirements of the adopted 2009 Design Guidelines for Historic Districts and Historic Sites.

Conclusions of Law – 305 Park Avenue

1. The plat amendment is consistent with the Park City Land Management Code and applicable State law regarding subdivisions.
2. Neither the public nor any person will be materially injured by the proposed plat

amendment.

3. Approval of the plat amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

4. There is Good Cause to approve the proposed plat amendment as the plat does not cause undo harm on any adjacent property owners because the proposal meets the requirements of the Land Management Code and all future development will be reviewed for compliance with requisite Building and Land Management Code requirements.

Conditions of Approval – 305 Park Avenue

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

2. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.

3. No building permit for any work that expands the footprint of the home or would first require the approval of an HDDR shall be granted until the plat amendment is recorded with the Summit County Recorder's office.

4. Modified 13-D sprinklers may be required by the Building Official for renovation of the existing structure.

5. A ten foot (10') foot wide public snow storage easement will be provided along the frontage of the property.

2. Land Management Code – Amendments to Chapter 2.1, Chapter 2.2, Chapter 2.3 and Chapter 2.6 regarding Building Height. (Application PL-13-01889)

Planner Francisco Astorga remarked that the proposed amendments address development in the HRL, HR-1, HR-2 and the RC zones. The RC zone was included because specific

standards for single-family dwellings and duplexes mirror the same standards that apply for the Historic Residential Districts.

Planner Astorga requested that the Planning Commission discuss the proposed language shown on Attachment 1. If the language needed to be amended, the changes would be included in a recommendation to the City Council in an effort to move forward.

Planner Astorga reported that the proposed amendments were two-fold. The first one related to the Building Height analysis on pages 66-71 of the Staff report. The second amendment related to the Existing Historic Structures Analysis on pages 71-72.

The Staff recommended that the Planning Commission review the proposed amendments to the Land Management Code for Chapter 2 as described in the Staff report, conduct a public hearing, and forward a positive recommendation to the City Council to adopt the ordinance in Exhibit A with any further changes resulting from the discussion.

Vice-Chair Thomas opened the public hearing.

Ruth Meintsma, a resident at 305 Woodside, had prepared a presentation showing various heights, stories and roof shapes. She recalled that stepping was an issue because the Code did not read as stepping three stories, and the Planning Commission wanted the ability to apply the Code in a way that stepping would work.

Ms. Meintsma had prepared a series of drawings. The first one had a third story, ten-foot horizontal step at a 27' foot height which was allowed under the current Code. A second drawing presented was not allowed under the current Code. A third visual showed the same mass in the third story and the fourth story, except there was more mass with the allowed structure versus the structure that is currently not allowed.

Commissioner Savage asked if the difference was attributed to the setback requirements in the front. Ms. Meintsma answered yes, because the only way to fit four stories in the 35' interior top plate ceiling height would be if the four stories had 8' ceilings. Vice-Chair Thomas clarified that the floor to floor heights were 9' floor to floor with an 8' ceiling. Ms. Meintsma believed it was in the best interest of the City to allow a structure that would actually have less mass.

Ms. Meintsma had prepared additional drawings to explain what she believed were the positives for allowing stepping and four stories and why the building would have a smaller appearance. She stated that the horizontal lines on four stories has a tendency to chop up the visual and makes it more attractive. Ms. Meintsma remarked that because the height

would be 35' on top plate, it would possibly allow steeper roof pitches, which everyone would like to see, and still maintain the 27' height. She was working on language regarding a half-story to encourage steeper roof lines and more variety in roof pitches.

Ms. Meintsma stated that if stepping is allowed because it remains under the 35' height, the unintended negative of a split level is that the roof tends to create a roller coaster roof that is reminiscent of the ski slope roof. Ms. Meintsma presented a photograph of the structure that triggered the discussion and explained how the roller coaster roof could be mitigated. Ms. Meintsma believed that stepping could create a smaller structure.

Ms. Meintsma outlined the unintended negative flaws in the language proposed for height and roof pitch. She noted that the language talks about primary roof design; however, primary roof design is not defined in the Code, which makes it arbitrary. She believed they needed a definition for primary roof design. Ms. Meintsma reviewed a series of drawings with different heights, roof pitch and design to show some of the flaws resulting from the language. She suggested that "Primary Roof Design" should be changed to "Primary Roof", and the primary roof should be defined as the main roof structure to keep all the pitches at 7:12 to keep the roof from flattening against the 27' height.

Ms. Meintsma referred to language stating that the roof pitch must be a 7:12. She presented drawings showing that the 7:12 pitch were only small portions of the roof that she had marked.

Commissioner Hontz asked if Ms. Meintsma was saying that adding the word "primary" would make it less likely to see the hip roof. Ms. Meintsma believed that the hip roof was on its own regardless of whether or not it is allowed or how much is allowed. Commissioner Hontz clarified that in her interpretation, if the word "primary" is added it would allow someone to identify a secondary roof. Ms. Meintsma stated that a primary roof would be a 7:12 pitch roof; however, if it has a hip on it that would change the visual.

Mr. Meintsma presented an image of a barge rafter roof, which is one of the two rafters that support the roof and projects beyond the gable wall. She found the image as the best example of a gable roof. She was unsure whether it would flatten the roof or accomplish the visual they wanted.

Planner Astorga stated that the challenge in Old Town is that if the roof forms are perpendicular to the street, there is not an issue. The specific project that Ms. Meintsma used in her examples is parallel to the street. He believed it was a 7:12 roof pitch but the issue is that the ridge is parallel to the road and as it comes down, the massing perceived is different from seeing a gable on the street. The designer's intent is to provide additional

headroom, and that is a challenge. However, the City cannot plainly prohibit these types of structures because historically those types of roof forms existed in Old Town. The Staff faces this challenge on a daily basis with the Historic District Design Review.

Commissioner Wintzer used the image of the house identified as hip, and noted that there was no reason for what was done on that house. The roof is under height everywhere and it could have been higher. He thought they could follow Ms. Meintsma's suggestion to make the roof simpler. Ms. Meintsma clarified that she was not implying that it should not have been done. She only questioned it because the 7:12 pitch was small portions and she wanted to know if this was what the Planning Commission wanted, because it did flatten the roof.

Vice-Chair Thomas closed the public hearing.

Vice-Chair Thomas remarked that someone would always do something creative with a roof that is unfamiliar or unfavorable. For that reason he felt it was hard to write a Code that limits every condition and still gives the applicant the opportunity to design what they think is an attractive house.

Planning Manager, Kayla Sintz, stated that the Historic District Guidelines direct the applicants to choose a style. The language proposed reduces the roof pitch in order to be consistent with other types of historic homes, and that means that someone chooses that style of a home with a shallower roof pitch. It does not mean they could choose all the options and put them on to one house. She believed there was a need for a strong statement and direction to an applicant to select one style. The Historic District is simple and it is not about a conglomeration of roof lines. Planning Manager Sintz thought it was an issue of choosing a style of architecture and one with compatibility through design.

Planning Manager Sintz cautioned against a primary roof form definition because people would eventually challenge the definition. She thought the Planning Commission should be cautious about delineating primary versus secondary or taking a stricter stance.

Commissioner Savage applauded Ms. Meintsma for her insight, efforts and continued participation in these important issues for the City. Commissioner Savage believed that the Planning Commission should focus on the exterior of a building and let the applicant focus on the inside. He noted that the City has an HDDR process and Design Guidelines and the Planning Commission should not be concerned with the design. The Planning Department is mandated with the responsibility of making sure the issue of compatibility is being met. Commissioner Savage stated that he would continue to trust in that process until he is given a good reason not trust the process. Commissioner Savage liked what Ms.

Meintsma had done with the volumetrics and he personally felt it was the right way to look at it. Whether it is three stories or four stories inside, both can be accommodated within the same volumetrics and the external appearance would be essential the same or possibly improved with the multiple stories.

Commissioner Savage was unsure as to how they could draft an appropriate definition for a primary roof and what they would call that roof. He was thought it would be difficult to define a primary roof. Commissioner Savage stated that he had not thought about the roller coaster issue Ms. Meintsma had raised and he was unprepared to comment.

Commissioner Wintzer echoed Commissioner Savage regarding his appreciation to Ms. Meintsma. It makes a difference when someone comes in with a different idea. Commissioner Wintzer agreed that the job of the Planning Commission is to focus on the volumetrics, but they are also challenged with making the structure compatible with the neighborhood and the existing structures. Therefore, he believed the Planning Commission should look at design and compatibility. Regarding the issue of flat roofs, he noted that four 9' floor to floor heights would allow four stories and still be within the height limit and the volumetrics would be totally different than if it was filled in. Commissioner Wintzer felt it was important to understand flat roofs and how they relate to structures in Old Town. He recommended that as they discuss heights that they look at structures with flat roofs in mind.

Commissioner Hontz thought they had made progress and she believed they were getting closer. She stated that some of the things affected by height is the amount of excavation, setbacks, and show shed and that should be considered as they determine the height definition. Commissioner Hontz referred to the drawing on page 69 of the Staff report and noted that 14% driveways are allowed on uphill lots. Drawing a line at 14% and starting the structure at that point, and then drawing a straight line from the top of car, she pointed out the amount of excavation that would be reduced on an uphill lot. In her scenario, Commissioner Hontz noted that the garage elevation would not start until 15 or 20 feet higher. Therefore, the 27' height is 20 feet higher. Commissioner Hontz remarked that this was the type of house they keep seeing built on both uphill and downhill lots. She remarked that that entrance into a structure is not historic and it ruins how people approach structures and the feel of Old Town. Secondly, it is not useful. The first rainfall on the downhill lots in certain places fills the driveways and garages because it is a good place for water to run. On the uphill lot the garages cannot accommodate the height of an SUV and they end up being parked in the driveway. Commissioner Hontz reiterated that it adds to the height and the steepness of these driveways, which is not historic, and they are not useful.

Commissioner Hontz stated that moving the finished floor plane up puts the structure at 20-30 feet taller from the street, and makes it appear to be 80 feet tall. She believed that needed to be a component in their discussion. Commissioner Hontz thought the biggest failure is the fabric that is eroding due to the driveways, as well as the perceived height.

Commissioner Hontz liked Ms. Meintsma's comment about the benefit of less mass with four floors. However, in looking at the 9' foot ceiling structure of the 4th floor, they would see more bedrooms and more people, which generates more cars and more impacts. Commissioner Hontz agreed that the Planning Commission does not need to regulate the interior, but they still need to regulate the scale and mass, particularly when the mass is also bedrooms and number of people in an area that cannot accommodate the extra traffic.

Commissioner Hontz stated that based on where they allow people to go up in height, because of the retaining required, the limits of disturbance is the lot line and every piece of vegetation on the entire site is eliminated to accommodate the structure. Commissioner Hontz did not believe the proposed solutions address all the concerns. It is difficult to grow vegetation in Park City and when the removed vegetation is replaced, it will not be the same quality.

Commissioner Hontz stated that another proliferation they see on the uphill and downhill is the manipulation of the Code with window wells allowing habitable space, which results in more massing and additional excavation under the house and to the setbacks. She thought disallowing the 14% driveway might resolve the problem because people could no longer dig out that space.

Commissioner Hontz understood that they were still looking at green roof and roof pitch. She thought they needed to consider that a green roof could turn into a brown roof that is never planted or maintained. They needed to find a way to manage it and require that someone continues to manage it. Vice-Chair Thomas suggested that a green roof could be subject to a landscape plan approved by the Planning Director. Commissioner Hontz clarified that a green roof cannot be considered as setbacks or open space.

Commissioner Gross agreed with most of the comments expressed by his Fellow Commissioners. However, he believed that people should be able to do whatever is allowed within the 35' maximum as long as it complies with the Building Codes. The Planning Commission is tasked with looking at the exterior and making sure the impacts are properly mitigated. Commissioner Gross recalled a previous discussion regarding green roofs and that a landscaping plan needs to be part of the package before receiving the certificate of occupancy permit. He was unsure how the green roof could be monitored over time.

Vice-Chair Thomas believed they were moving in the right direction. The intent was to allow flexibility within the volume to have shifted floor planes and accessing grade. He believed the 35' height helps tighten it up, but a few things still need to be resolved and the green roof is one issue, along with the landscape plan relative to the green roof. Vice-Chair Thomas stated that a flat roof has a bigger visual impact if it is allowed the same 27' height. In many parts of the community if someone chooses to use a flat roof, there is a reduced height associated with the flat roof. He asked if that had been factored into the flat roof discussion.

Planner Astorga replied that flat roofs were only incorporated with regards to green roofs. The Staff analysis is that when the application comes in the applicant needs to demonstrate that it will not cause any additional shade and it would not be taller than a standard gabled roof. Vice-Chair Thomas asked if a standard roof would be allowed to go up to the ridge height with a flat roof. Planner Astorga explained that the applicant would have to demonstrate how the proposed green roof/flat roof fits in a 7:12, 9:12, all within 27' from existing grade. Commissioner Wintzer asked if they could go up as high as 27'. Planner Astorga replied that it could, but it would be breaking on the corners. Therefore, it would have to be reduced until the entire flat roof is down within a standard compliant mass of roof form.

Director Eddington understood that Vice-Chair Thomas was asking whether a flat roof could appear to be a bigger mass because it does not have the sky on the side of the slope. If that was the question, the answer was no. Commissioner Wintzer asked Planner Astorga to bring back some drawings. Planner Astorga was prepared to do drawings this evening to demonstrate how the green fits at a standard gable. Vice-Chair Thomas clarified that the maximum height of the green roof would have to fit within the 7:12 context. Commissioner Savage understood that the higher the roof, the skinnier the building. Planner Astorga replied that this was correct. Commissioner Savage stated that most people want the square footage and that would keep them from building a taller building. Therefore, the footprint trumps the roof. Planner Astorga reiterated that the Staff analysis only applied it to green roofs and not standard flat roofs. Commissioner Wintzer clarified that green roofs was the only thing allowed in Old Town.

Vice-Chair Thomas stated based on his education and experience, mass, form, scale and compatibility are design; and to that extent the Planning Commission is involved in design.

Vice-Chair Thomas thought Commissioner Hontz made an excellent point about the driveways. There needs to be a transition slope from the street to the driveway and based on industry standards, it is a 5% slope up to 20 feet. The City allows 14% and he

questioned how they could get a transition slope into that realm. He believed that issue needed to be addressed because it is impossible to get a car up those driveways without bottoming out. The impact is that people will park on the street.

Commissioner Gross asked why they could not change the 14% slope. Commissioner Hontz replied that it could be changed but it also affects other things, such as height and mass. Vice-Chair Thomas pointed out that 14% slope would be sufficient with a long enough driveway, but there needs to be a transition slope at the curb approaching the street. Summit County has a code requiring driveways to be within 5% for the first 20 feet of the public street. He recognized that 5% was too restrictive for Old Town, but he thought they should factor it down and consider a more reasonable length that would still allow the transition.

Commissioner Savage asked if the driveway issue was a height issue. Vice-Chair Thomas replied that it is connected because it cascades into the lowest finished floor. Commissioner Savage could not understand why they would need to adjust the building height if they control the driveway slope. Vice-Chair Thomas replied that they would exceed the maximum height. Commissioner Hontz stated that if they add the driveway component and control it through some calculation, they would be addressing the height issue. Vice-Chair Thomas stated that if they lower the slope of the driveway and drop the elevation of the driveway it would increase the excavation of the project. He believed there were ramifications that needed further thought and discussion.

Commissioner Savage felt they needed a robust discussion regarding excavation. He thought the issue warranted further dialogue and education. He personally could not understand why they should care about the amount of excavation as long as the footprint was managed. Vice-Chair stated that they care about the amount of excavation because of the impacts created by the number of truck loads of material hauled through the neighborhood. The issue is life safety, as well as the depth of footings and excavation and cuts.

Commissioner Hontz commented on the vegetation removal that occurs with significant excavation, particularly the vegetation that has existed historically for 50 years and is habitat. She pointed out that projects that required significant excavation take longer because of the process. Some projects take years, which is an impact to the neighbor who lives next to the hole in the ground. Commissioner Savage thought those concerns could be addressed through bonding, obligations, and other requirements. He believed that at some level they need to support people's ability to make choices about how they want to develop their property as long as it fits within the guidelines. Commissioner Savage remarked that people should be able to work to the maximum within the LMC, without

feeling that they are getting more than they should get. The maximum should be what they are allowed to do.

Commissioner Wintzer remarked that the real issue is not how much is being excavated, but how many cars and people it takes to maintain the structure for the rest of its life. He noted that several structures on Deer Valley Drive have 15 cars parked in front for a weekend because it is allowed, but it completely impacts how he gets to his house and how people get around town. The owner built what the LMC said they could build, and the end result was a party house with two parking spaces. Commissioner Wintzer stated that in addition to regulating mass and scale, their job is also to regulate and protect the neighborhood and the integrity of the neighborhood. He commented on a house that he believed had excavated 100 feet and has window wells that are probably 12-14 feet high and have bedrooms behind the garage.

Vice-Chair Thomas remarked that window wells could allow someone to create a building area and usable space or living space below grade. He felt it was important to consider the impact of window wells and the intention for having a window well. If the intent is to create natural light and egress for a bedroom, that would be the wrong intention and he would not encourage that type of space.

Commissioner Hontz stated that it is difficult to police and enforce use. By allowing 14% and building to the maximums, she thought they needed to look at whether the maximums are too big. People do not always make good decisions on their use and they tend to do things that are illegal. It generates additional traffic and other things that are not allowed in the community. Commissioner Hontz believed they needed regulations that are easy for everyone to build to and live to so they are not in a constant police state trying to stop people from doing what they are not allowed to do.

Commissioner Savage stated that the Planning Commission has a specific role. A City Councilman attends their meetings and several other organizations within the Park City Municipality have responsibilities for the enactment of legislation and maintenance of that legislature. There are ways to cause people to be appropriately penalized when they abuse the privileges. Commissioner Savage remarked that there was nothing the Planning Commission could do within the Land Management Code to fix the problems that occur in larger homes in terms of overnight rentals and huge parties. However, the City can implement the appropriate Codes and Regulations and taxation rules to ensure that the problem gets minimized and is forced into a more acceptable position. Commissioner Savage felt it was important to make sure they were using the right tools to fix the right problem. He noted that the Planning Commission is not mandated to be the panacea for all

the issues inside Park City. He thought the Planning Commission should focus on their job instead of trying to fix problems outside of their purview.

Commissioner Hontz disagreed. She believed it was 100% design related. Commissioner Wintzer concurred. It is the job of the Planning Commission to find whether something is compatible and fits the Land Management Code. It is also their job to look at neighborhoods and the bigger picture. Commissioner Savage believed it was their job to decide whether an application was compliant with the Land Management Code. Commissioner Wintzer replied that compatibility is addressed in the Land Management Code and the purposes statements talk about compatibility.

Vice-Chair Thomas remarked that the intent of the proposed amendment was to allow flexibility within the footprint of the house for stepping. He thought the general direction they were going with the 35' step was appropriate. Vice-Chair Thomas believed the Planning Commission was willing to consider a maximum slope as a transition slope to a driveway to access the house. In his opinion, it did not make sense to have a 14% grade right from the street curb to the finished floor of the garage. It is not practical and it does not work. It is difficult to get a normal car into a driveway that has a 14% slope without a transition.

Vice-Chair Thomas remarked that the Commissioners had concerns about flat roofs and how they would be planted. He believed they were comfortable with the diagram showing that the height of the roof would come down if it fits within the 7:12 triangle. Commissioner Wintzer asked Planner Astorga to prepare a better diagram for the next meeting.

Vice-Chair Thomas wanted to address the window well. The City Council had opened the window well as a modification to the initial ideas for steep slope. However, it is an issue that that should be looked at again because it creates an unsafe situation as well as other impacts. Commissioner Wintzer thought one alternative would be to define a window well with a specific height requirement.

Planner Astorga pointed out that the Code did not specify a maximum height of a window well. Vice-Chair Thomas agreed and felt it was open to interpretation. He requested clarification regarding window wells.

Planner Astorga understood that Commissioner Wintzer had requested a diagram of the flat roof/green roof and how it fits into a gable roof. Vice-Chair Thomas clarified that the Planning Commission was referring to green roofs and not flat roofs.

Commissioner Hontz referred to the redlined language on page 68 of the Staff report regarding building height. In addition to the items Commissioner Thomas had identified, she asked the Planning Commission to consider removing the language, “finished lowest floor plane.” She was concerned that someone could leave the garage floor dirt so it would not be considered a finished floor plan. Commissioner Hontz did not believe the word “finished” made the definition stronger.

Vice-Chair Thomas thought “finished floor” was the elevation of the earth. After further discussion the Commissioners agreed to remove the word “finished” from the sentence. Commissioner Hontz referred to the same paragraph, last sentence, and asked why they were talking about attics as a story. The Commissioners agreed to remove the last sentence.

Commissioner Hontz referred to the second redlined paragraph on page 68 of the Staff report and revised the paragraph to read, “A ten foot minimum horizontal step in the downhill façade is required to take place at a maximum height of 23’ from where elevation meets existing grade. An exception is for when the first story is located completely under the finished grade on all sides of the structure. Commissioner Hontz felt it was better to separate what is allowed and what is prohibited for clarity. The Commissioners discussed the revised language and asked Planner Astorga to re-write the language for the next meeting to address some of the issues that were raised. Commissioner Savage requested a visual to help clarify the language.

Vice-Chair Thomas noted that at some point the Planning Commission would have to address separate structures. He believed there would be a tendency for people to pull two buildings apart and have a garage and something else and another structure uphill. The result is the impact of seeing a very tall, large massive structure on lots that are not compatible with the historic adjacent properties. He asked the Commissioner to begin thinking about how they could approach the issue. He asked the Staff to factor in language that addresses new construction without historic buildings and stops the cascading down the mountainside, regardless of whether the structures are connected.

Planning Manager Sintz stated that in the discussion of whether to define primary roof form and how it is calculated, and because the green roof definition is tied to the primary roof form, she suggested that the Planning Commission direct Staff on how to marry the two together. She offered suggestions on how it could potentially be done. Vice-Chair Thomas was uncomfortable with using a percentage because it becomes mathematical without considering the aesthetics. He suggested that the Staff Architect review primary roof forms and green roofs in terms of their compatibility. Planner Astorga asked if the Commissioners were comfortable with the language as proposed, which added the word

“primary” for clarification. Vice-Chair Thomas was comfortable if the language gives the Staff the ability to look at the design and determine the primary roof and that a smaller roof element on the structure is a lower percentage of area and not a significant dominant roof form. He believed the Planning Commissioner needed to trust the judgment of the Staff

Vice-Chair Thomas recalled from the last meeting that the Planning Commission was comfortable with the 7:12 and 12:12 roof pitch in terms of compatibility in Old Town. However, the proposed language on page 71 of the Staff report provides the caveat of allowing a shallow roof it is more compatible with the historic structure. He thought that was appropriate. Planner Astorga clarified that the process for approval is through the HDDR by the Planning Director.

Commissioner Savage commented on green roofs in the Historic District. He noted that they continually talk about historic precedence and to the best of his knowledge green roofs did not exist in those eras. Commissioner Savage asked if the Historic Preservation Board was willing to integrate green roofs into the design guidelines for renovations of historically significant structures. Planner Astorga replied that the Code already allows a green roof if it is under the required roof pitch. That was added as part of the 2009 amendments. He explained that the intent is to clarify the language in terms of measuring. Commissioner Savage asked how a green roof would impact registering the home on the Historic Register. Planner Astorga stated that green roofs would not be allowed on historic structures. Green roofs would be allowed on new construction in the historic district or on addition to historic structures. He noted that the Code applied specifically to the Historic Residential Districts.

Planner Astorga remarked that several people have asked if they could have a flat roof that is not green but has solar panels. He asked the Planning Commission for input on that scenario. The Commissioners pointed out that the panels would have to be on an angle for sufficient use of the solar. Vice-Chair Thomas stated that solar collectors have been used on various roof pitches and they work in a lot of conditions.

Commissioner Hontz referred to the historic structures analysis on page 71 and the recommendation to add building footprint and building height. She pointed out several negative scenarios that could occur, which was why she did not favor adding the language. rector Eddington pointed out that the language only applies to structures listed on the Historic Sites Inventory. Planning Manager Sintz suggested adding, “designated historic structures.” Commissioner Hontz was still uncomfortable adding building footprint and height. Under the current process the Planning Director makes the determination and she preferred to keep that review process.

Planner Astorga explained that the Staff recommended the change because they recognized that not all of the historic structures would comply with the height parameters in terms of the 10' setback. Commissioner Hontz still preferred to keep the process of review and determination by the Planning Director for all structures. She was willing to consider the possibility of only allowing the change for structures under 1500 square feet. Director Eddington stated that the Staff would look at revising the language to address the concerns.

Commissioner Hontz referred to a news article regarding a \$1 billion deficit the Jordan School District is facing next year because their Planning Department, Planning Commission and City Council approved more density than what they could accommodate for the number of people it generated. Commissioner Hontz pointed out that what the Planning Commission does matters because the number of people in a house affects the amount of traffic on the roads and the number of children in the schools. Vice-Chair Thomas pointed out that the Jordan School District was the best funded school district in the State of Utah. Unfortunately, they lost a lot of their funding due to the transformation Kennecott and how the money was disbursed. He agreed that growth was also a factor, but it is natural to expect some growth to occur. Commissioner Gross thought it was important to plan around growth expectations.

Director Eddington believed the Staff had enough direction to revise the proposed amendments and incorporate their comments. Commissioner Wintzer thought it would be helpful for the Staff to summarize the comments this evening and email it to the Planning Commission for verification and consensus before they make the revisions.

Assistant City Attorney McLean replied that the Staff could send a summary to the Planning Commission, but the Commissioners could only reply and communicate with the Staff. They could not do a "reply all". Vice-Chair Thomas felt a better approach would be for the Commissioners to visit the Planning Department two at a time to meet with the Staff prior to the next meeting. Vice-Chair Thomas thanked Planner Astorga for his patience throughout this process.

MOTION: Commissioner Hontz moved to CONTINUE the Amendments to Chapter 2 to a date uncertain. Commissioner Savage seconded the motion.

VOTE: The motion passed unanimously.

3. Lots 21-32, Echo Spur – 9 Lot Subdivision
(Application PL-12-01717)

Vice-Chair Thomas recused himself and left the room. Commissioner Wintzer assumed the Chair.

Chair Pro Tem Wintzer opened the public hearing. There were no comments. Chair Pro Tem Wintzer closed the public hearing.

Commissioner Wintzer thought it was difficult to consider vacating property without seeing a cost analysis on the property and what the City gets in return. A trade is going on but they have no idea of the values. Commissioner Wintzer remarked that the decision should be based on the fair market value of a lot and the fair market value of what they get in return. If the City Council decides it is worth the money to have the project in the neighborhood he was more than willing to look at it, but not without sufficient information to make the proper recommendation to the City Council.

Commissioner Hontz requested that the Staff update the Staff report to accurately reflect that the applicant did not submit a traffic report. What was submitted was a summary of one day out of the year. She stated that a traffic study is defined by standard language and the Staff report cannot reflect that a traffic study was done when it clearly was not done.

Commissioner Hontz had concerns with the process and she intended to address those concerns when the applicants were present. She did not believe this was an appropriate application. Commissioner Hontz remarked that the traffic analysis should also reference the streets master plan and the actual existing widths of streets, winter conditions, garbage, etc. She pointed out that she has made this request multiple times. Commissioner Hontz requested that the Staff report be updated to not only indicate that these issues were not addressed, but to specify the multiple ways it has been requested.

Chair Pro Tem Wintzer referred to the sections through the floor plan to show that the building fits underground. In looking at the minutes from the previous meeting, he had asked for three sections that showed that dirt went up over it. He could not interpret from the submitted drawings whether it was totally buried or not. He recalled that one of the qualifications was that it would be totally buried.

Commissioner Gross asked if the site plan showed how it connects in with the backs of the neighbors' yards in terms of access. Commissioner Hontz replied that this was a plat amendment and the applicants were overlapping into the next step and submitted things that are not part of the plat amendment but need to be addressed in order for the Planning Commission to make a good decision. If this plat amendment moves forward and is approved, it would be a one-lot subdivision with no right to do the condo plat. That was part of her concern with the process and why she did not believe it was an appropriate

application for a plat amendment without that other piece. It was only a one-lot subdivision. It is not a condo plat, a steep slope CUP, or a CUP for the parking, and it was not appropriate.

Planner Astorga explained that the LMC is not clear as to what should come first. The strategy chosen by the applicant was to do a one-lot combination and then come back for a condominium plat. They had the right to skip this plat amendment application and go directly to the condominium plat. He noted that the parking garage would still require the applicant to apply for a conditional use permit to look at more specific details.

Commissioner Wintzer stated that if the Planning Commission was approving a one-lot subdivision, there needs to be sufficient conditions of approval in case this project fails. He suggested a preliminary lot or concept approval. Commissioner Wintzer was uncomfortable approving a one-lot subdivision without enough conditions to ensure that the City gets what they think they are getting.

Council Member Butwinski asked Assistant City Attorney McLean if the valuation of the land versus what the City gets in return could be included in the recommendation if the Planning Commission chooses to forward a positive recommendation to vacate a street to the developer. Ms. McLean explained that two things control a vacation of right-of-way. One is State Code that provides the finding of good cause; and the second is the resolution by the City Council that lays out what the Council considers good cause and the procedure. Under the State Code, it is strictly a City Council decision. There is no requirement for a Planning Commission recommendation. However, the resolution asks for the Planning Commission to give a recommendation. Based on that, she believed the Planning Commission could make that recommendation.

Council Member Butwinski asked if it should first be a policy decision of whether or not to pursue the vacation, or if they should use the State Code and Municipal Code to determine the appropriate trade-off for the valuation of the property as part of the vacation.

Assistant City Attorney McLean stated that just as a plat amendment is ultimately the decision of the City Council, and it would be the same case with the street vacation. She understood that Council Member Butwinski was asking if the two could be bifurcated to allow the City to discuss the vacation first and then move to the second part. Council Member Butwinski clarified that he was asking if the vacation could be contingent on agreeing to a valuation. Ms. McLean remarked that this was a difficult decision because the subdivision could not occur without the street vacation. She suggested that a better approach would be to address the two issues as a package, but it would be appropriate to address them separately.

Commissioner Savage thought they were spending a lot of time debating a number of issues that were subject to approval of the vacation. Council Member Butwinski stated that this was an important issue because there may be another vacation on the street. He suggested that the City Council should probably address it in a work session to discuss the issues that have been raised.

Commissioner Savage understood that the Planning Commission has the ability to participate in making a recommendation to the City Council regarding the vacation. However, the City Council decision is not contingent upon that recommendation. Therefore, the City Council could make a determination on the vacation independent of the Planning Commission. Commissioner Savage stated that in his opinion, if it was not highly likely that the street vacation would take place, the Planning Commission should not be spending time and effort on this application.

Council Member Butwinski clarified his comments and explained that the vacation would be contingent upon valuation, which could be requested by either the City Council or the Planning Commission. Ms. McLean stated that usually the developer petitions for the street vacation and outlines specific reasons and benefits for the petition. Valuation can then become part of that process and the City can place contingencies. Based on Commissioner Savage's comment, they could look at the vacation first to see if it is even possible before going through the plat amendment process. The Commissioner concurred.

Chair Pro Tem Wintzer outlined the process for addressing the street vacation as a separate item. Planner Astorga noted that the applicant had requested a continuance to the July 31st meeting. However, the Staff advised him that he needed to file a petition for the street vacation through the City Engineer, which was done on Monday of this week. Planner Astorga was unsure if three weeks was sufficient time for the City Council to hold a work session and for the Staff to prepare a Staff report. Ms. McLean stated that if the applicant had filed the petition, the Planning Commission should continue the item to a date uncertain to allow the City Council time to review the petition.

Commissioner Hontz reiterated her request for the applicant to submit the condo plat and additional information before they come back to the Planning Commission. Chair Pro Tem Wintzer agreed that the Staff should meet with the applicant to outline the list of requested items, and the applicant time to meet their request.

MOTION: Commissioner Savage moved to CONTINUE Lots 21-32, Echo Spur Subdivision to a date uncertain. Commissioner Hontz seconded the motion.

VOTE: The motion passed unanimously.

The Park City Planning Commission meeting adjourned at 8:20 p.m.

Approved by Planning Commission: _____



City Council Staff Report

Subject: "Wasatch Summit" Interlocal Program and Funding Agreement
Author: Joan Card and Kent Cashel
Department: Sustainability and Transit
Date: August 1, 2012
Type of Item: Work Session and New Business

Summary Recommendations:

Authorize Mayor Williams to sign the Wasatch Summit Interlocal Program and Funding Agreement, as attached. This will commit the City to providing funding for Phase I of the Wasatch Summit in the amount of \$50,000.00 per year for fiscal years 2014 and 2015 (total of \$100,000.00).

Topic/Description:

Wasatch Summit Interlocal Program and Funding Agreement

Background:

Over the recent few decades, Salt Lake valley government and private interests have wrestled with the challenges of traffic congestion, safety, environmental and recreational use in Big and Little Cottonwood Canyons. Passions for these canyons run high. In more recent years, coalitions of interested governments (including the federal government because the canyons are located in the Wasatch Cache Uintah National Forest) and other parties have participated in planning efforts to look at addressing the challenges. The most recent efforts are known as the *Wasatch Canyons Tomorrow* of September 2010 and the *Mountain Transportation Study* of November 2012. Park City staff participated in both of these efforts.

One of the principal recommendations arising out of the *Mountain Transportation Study* was the commencement of an Environmental Impact Statement process and the development of a "purpose and need" under the federal National Environmental Policy Act to ensure the consideration of factors such as recreation, drinking water supply, watershed, views, and "respite from urban life" in the development of alternatives for a potential transportation project.

On November 2, 2012, Park City's Mayor joined Salt Lake City Mayor Ralph Becker, UTA General Manager Mike Allegra and a handful of other officials, including the Lieutenant Governor, to convene an effort that has come to be called the "Wasatch Summit." As indicated in a Wasatch Summit "Project Approach" document: "The recent visioning and planning processes affecting the Central Wasatch and conducted by numerous jurisdictions identify the need for a comprehensive regional evaluation and decision-making process that creates a framework for the transportation, environmental,

economic, and social sustainability [issues].” Wasatch Summit intends to be that process and the Wasatch Back will be included in that regional evaluation. See attached Project Study Area.

The Wasatch Summit program is defined in the Interlocal Agreement as follows:

A. The Parties intend to collaborate with each other to conduct a comprehensive regional, long-term review of various transportation solutions in the central Wasatch Mountains that recognizes and incorporates interdependent transportation, land use, recreation, wilderness, watershed and economic issues and opportunities (“Program”).

B. Phase I of the Program (“Phase I”) is anticipated to be an eighteen to twenty-four month process, conducted consistent with Federal Transit Administration’s National Environmental Policy Act (“NEPA”) procedures for Notice of Early Scoping, that will (i) convene Wasatch Mountain stakeholders to identify the various interests and issues relating to the use and conservation of the Wasatch Mountains, (ii) analyze the economic and business case for the Program, (iii) conduct baseline environmental studies, (iv) identify a range of land use, watershed protection, and transportation alternatives, and (v) evaluate those alternatives with input from the stakeholders and the general public.

C. Phase II of the Program (“Phase II”), which may be the subject of either a subsequent interlocal agreement or an amendment to this Agreement, is anticipated to be a two to three year process, conducted consistent with NEPA, that will (i) analyze environmental impact and mitigation, (ii) generate a draft environmental impact statement, (iii) convene stakeholder and other public meetings, (iv) prepare a final environmental impact statement, and (v) undertake preliminary engineering studies to implement a selected transportation project or projects.

The Interlocal Program and Funding Agreement as attached covers only Phase I of the program. Phase I includes the procurement of a Program Facilitator, a NEPA Technical Consultant, the completion of Early Scoping, the development of a Purpose and Need Statement and the development of alternatives for possible analysis in Phase II. Phase II will require additional funds if it goes forward.

Analysis:

Since its November 2012 kick off, the Wasatch Summit has become a real force for action. The Executive Committee has been established and meeting regularly to develop the program. Certain members of the Executive Committee successfully lobbied the Utah legislature for an appropriation of \$2.6 million for Phase I. The

investment of time and money by numerous entities and individuals is substantial with cash and in kind contributions and pledges exceeding \$4 million.

In addition, the impact on Park City could be great. One concept for a large scale project is a public transportation link between Big and Little Cottonwood canyons and Park City. The potential impacts of such a project on Park City's economy, land use, environment, and water supply, to name a few, are so important that Park City's failure to participate in Wasatch Summit early, often and robustly could have major consequences for Park City's future.

Department Review:

Legal and Executive Departments have reviewed this report.

Alternatives:

A. Approve:

Park City signs the agreement and ensures its robust participation in the Wasatch Summit.

B. Deny:

Park City does not sign the agreement and likely loses its position on the Executive and Steering Committees.

C. Modify:

Modification is not an option at this stage.

D. Continue the Item:

There is no stringent time table for executing the agreement, though the first of two payments is expected on or before September 30, 2013.

E. Do Nothing:

The same as "Deny" above.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Accessible and world-class recreational facilities, parks and programs + Well-utilized regional public transit	+ Reduced municipal, business and community carbon footprints + Reduced municipal, business and community carbon footprints		
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Very Positive 	Very Positive 	Neutral 	Neutral 
Comments:				

Funding Source:

The \$100,000 funding required to meet the commitments set forth in the attached agreement was requested and approved in the Transportation Fund by Council during the FY 2014 budget process.

Consequences of not taking the recommended action:

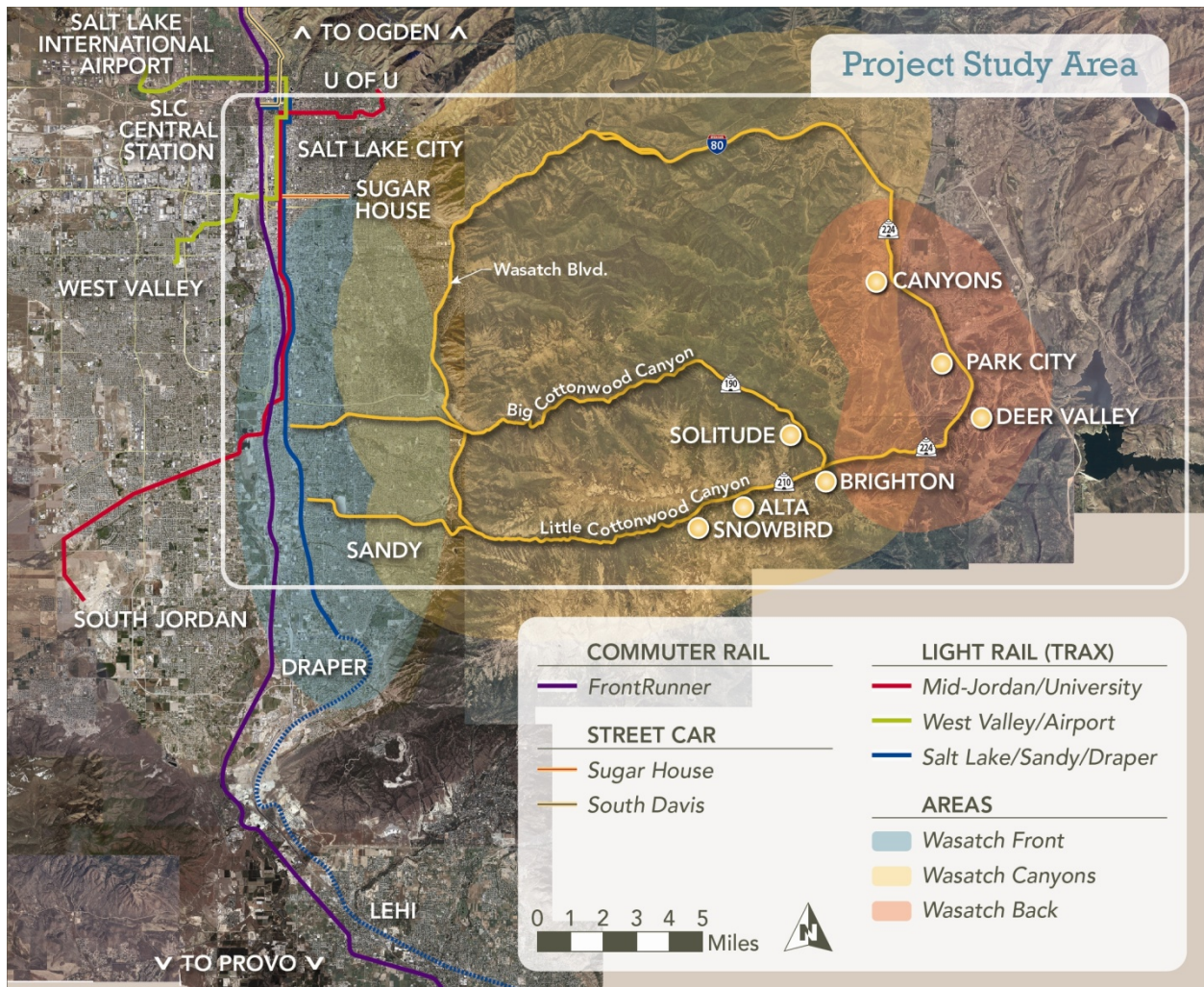
If Park City elects not to sign the agreement, Park City would not have a financial obligation to Wasatch Summit. However, Park City likely would lose its position on the Executive and Steering Committees with the other participants. Without signing the agreement Park City would have jurisdiction over any project in Park City that may arise out of Wasatch Summit and would have the ability to participate as a stakeholder in the planning and environmental processes. However, staff believes Park City's stake is high. The City's participation on the Executive and Steering Committees governing the policy direction of Wasatch Summit early and throughout the process is worth the proposed investment of \$50,000.00 per year for two years.

Recommendation:

Authorize Mayor Williams to sign the Wasatch Summit Interlocal Program and Funding Agreement, as attached. This will commit the City to providing funding for Phase I of the Wasatch Summit in the amount of \$50,000.00 per year for fiscal years 2014 and 2015 (total of \$100,000.00).

Attachments:

Project Study Area
Final Interlocal Agreement



PROGRAM AND FUNDING AGREEMENT

Wasatch Summit Phase I

This Interlocal Program and Funding Agreement (“Agreement”) is entered into this ____ day of _____, 2013 by and among the Utah Department of Transportation (“UDOT”), Utah Transit Authority (“UTA”), Salt Lake City (“SLC”), Sandy City (“Sandy”), Cottonwood Heights (“Cottonwood Heights”), Town of Alta (“Alta”), Park City Municipal Corporation (“Park City”), Salt Lake County (“Salt Lake County”), Summit County (“Summit County”) and Wasatch County (“Wasatch County”), and Metropolitan Water District of Salt Lake & Sandy (“MWDSLS”). Each is individually referred to as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, UDOT is a Utah state agency with the general responsibility for planning, research, design, construction, maintenance, security, and safety of state transportation systems, and implementing the transportation policies of the state;

WHEREAS, UTA is a public transit district organized pursuant to Utah law, and provides transit services in and around the Wasatch Front;

WHEREAS, SLC, Sandy, Cottonwood Heights, Alta and Park City are Utah municipal corporations, and have various responsibilities and legal authorities related to land use, transportation, watershed and water resources, economic, and environmental issues;

WHEREAS, Salt Lake County, Summit County and Wasatch Counties are Utah counties, and have various responsibilities and legal authorities relating to land use, economic, health, and environmental issues;

WHEREAS, MWDSLS is a Utah metropolitan water district operating pursuant to the Metropolitan Water District Act, Utah Code Annotated, Title 17B, Chapter 2A, Part 6, and has various responsibilities for providing wholesale water supplies to its member cities and others;

WHEREAS, increasing uses of the Wasatch Mountains, population growth, vehicular traffic, economic and development pressures, and potential climate change impacts are combining in a way that is increasingly difficult to manage and that threatens the economy, water resources, environment, and quality of life for more than a million residents and visitors to the region;

WHEREAS, transportation issues associated with recreational access in the Wasatch Mountains are among the more noticeable problems, and solving transportation problems as they relate to land use and watershed protection is a high priority for the Parties, largely due to safety, quality of life, and environmental concerns;

WHEREAS, previous studies have been conducted that support this work, including the recent Wasatch Canyons Tomorrow and the Mountain Transportation Studies; and

WHEREAS, the Parties wish to build upon previous and certain ongoing efforts and conduct a comprehensive regional, long-term review of various transportation solutions in the central Wasatch Mountains that recognizes and incorporates the interdependent transportation, land use, recreation, wilderness, watershed and economic issues and opportunities.

AGREEMENT

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

1. PROGRAM DESCRIPTION.

- A. The Parties intend to collaborate with each other to conduct a comprehensive regional, long-term review of various transportation solutions in the central Wasatch Mountains that recognizes and incorporates interdependent transportation, land use, recreation, wilderness, watershed and economic issues and opportunities (“Program”).
- B. Phase I of the Program (“Phase I”) is anticipated to be an eighteen to twenty-four month process, conducted consistent with Federal Transit Administration’s National Environmental Policy Act (“NEPA”) procedures for Notice of Early Scoping, that will (i) convene Wasatch Mountain stakeholders to identify the various interests and issues relating to the use and conservation of the Wasatch Mountains, (ii) analyze the economic and business case for the Program, (iii) conduct baseline environmental studies, (iv) identify a range of land use, watershed protection, and transportation alternatives, and (v) evaluate those alternatives with input from the stakeholders and the general public.
- C. Phase II of the Program (“Phase II”), which may be the subject of either a subsequent interlocal agreement or an amendment to this Agreement, is anticipated to be a two to three year process, conducted consistent with NEPA, that will (i) analyze environmental impact and mitigation, (ii) generate a draft environmental impact statement, (iii) convene stakeholder and other public meetings, (iv) prepare a final environmental impact statement, and (v) undertake preliminary engineering studies to implement a selected transportation project or projects.

- D. The final work deliverables and general agreement on the major decisions in Phase I of the Program will be in accordance with the Deliverables and Decisions shown in Exhibit A hereto.
 - E. Each of the Parties will pledge funds and/or in-kind contributions, as more particularly set forth herein, for Phase I of the Program.
 - F. The term Program, as used in this Agreement, is Phase I and any Phase II of the effort of the Parties to scope and analyze issues and alternatives related to transportation, land use, recreation, wilderness, watershed and economics in the Central Wasatch Mountains and as described above.
2. EXECUTIVE COMMITTEE. An Executive Committee is established to be the consensus-based governing body of the Program. Each Party may appoint one person (a “Designated Representative”) to be a member of the Executive Committee. The Parties may invite third parties to serve on the Executive Committee at their discretion. The Executive Committee shall meet at least quarterly, and may meet more frequently, as agreed upon by a majority of the Executive Committee.
3. EXECUTIVE COMMITTEE DESIGNATED REPRESENTATIVES. The Parties hereby designate the following as their Designated Representatives on the Executive Committee:
- UDOTJason Davis
 - UTAMichael Allegra, UTA General Manager
 - Salt Lake CityMayor Ralph Becker
 - Cottonwood HeightsMayor Kelvin H. Cullimore, Jr.
 - Alta.....Mayor Tom Pollard
 - Park CityCouncil Member Andy Beerman
 - Sandy.....Mayor Tom Dolan
 - Salt Lake County.....Mayor Ben McAdams
 - Summit CountyCouncil Member Christopher Robinson
 - Wasatch CountyCouncil Member Steve Capson
 - Metropolitan Water District
of Salt Lake & Sandy.....Michael L. Wilson, MWDSLS General Manager
4. STEERING COMMITTEE. A Steering Committee is established to be the managing body of the Program. The Steering Committee shall consist of staff members of the Executive Committee members, and shall manage the Program at the direction of the Executive Committee. The Steering Committee may invite third parties to serve on the Steering Committee upon approval of the Executive Committee. The Steering

Committee shall meet at least monthly, and may meet more frequently, as agreed by a majority of the Steering Committee.

5. **PROGRAM FACILITATOR.** The Parties agree to engage a Program Facilitator to coordinate and manage numerous elements, including logistics and meetings, and to serve as an objective third-party facilitator for a diverse group of committees and stakeholders, including federal, state, and local governments, non-governmental organizations, and private interests. The Program Facilitator shall work under contract as described in Paragraph 10 and generally shall be responsible for the day to day management of the Program in coordination with the Steering Committee, and will report to the Executive Committee. The Program Facilitator will prepare a strategic plan, mutually agreed upon by members of the Executive Committee, which creates a collaborative process designed to advance Program goals under the collective direction of the Executive Committee. Once this plan is developed and agreed upon, it will be included as a supplement to this Agreement in accordance with Paragraph 13. The Steering Committee shall prepare and finalize a Scope of Work for the Program Facilitator, which shall be approved by the Executive Committee. The Program Facilitator shall be selected in accordance with Paragraph 10.
6. **TECHNICAL CONSULTANTS.** The Parties agree to engage technical consultants, as needed, to deliver the work products required to meet the Decisions and Deliverables shown in Exhibit A. The technical consultants shall work in collaboration with the Program Facilitator and the Steering Committee, and will report to UTA. The technical consultants shall work under contract as described in Paragraph 10 and generally shall be responsible for the technical aspects of the Program. The Steering Committee shall prepare and finalize a Scope of Work for the technical consultants. The technical consultant shall be selected in accordance with Paragraph 10.
7. **TERM.** The term of this Agreement shall be for two (2) years, unless otherwise agreed by the Parties in accordance with Paragraph 13. However, in no case shall this Agreement extend for a term that exceeds fifty (50) years.
8. **FUNDING.** The amounts for funding Phase I of the Program, allocated by the Parties over a two year period, is expected to be as follows:

State of Utah (issued through UDOT).....	\$ 2,600,000.00
Utah Transit Authority.....	\$ 200,000.00
Salt Lake City	\$ 200,000.00
City of Sandy	\$ 100,000.00
City of Cottonwood Heights	\$ 50,000.00
Town of Alta	\$ 25,000.00
Park City Municipal Corporation.....	\$ 100,000.00
Salt Lake County.....	\$ 200,000.00
Summit County	\$ 50,000.00

Wasatch County	\$ 50,000.00
MWDSLS	\$ 100,000.00

Funding is due as follows: for each of the monetary contributions, one-half (50%) of each Party's contribution will be due and payable on or before September 30, 2013; and one-half (50%) of each Party's contribution will be due and payable on or before September 30, 2014, assuming such amount is appropriated by the Party for such purpose. Notwithstanding the foregoing, contributions from Parties operating on a calendar budget year will be due and payable on or before January 30, 2014. The funds shall be deposited in the UTA segregated holding account described in Paragraph 9 and shall be used solely for the purposes of the Program, as directed by the Executive Committee.

In the event that funding is not appropriated to the Program in the expected amounts, as set forth above, the Executive Committee shall address the shortfall by reducing the scope of the Program, raising alternate funds, or taking other measures deemed appropriate by the Executive Committee.

9. **HOLDING ACCOUNT.** All funds allocated by the Parties for Phase I of the Program will be deposited in a segregated holding account (the "Account"), which UTA shall create and manage solely for the purposes of the Program pursuant to this Agreement and any further agreement of the Parties. The Account will be interest-bearing with all interest accruing to the Account to be used solely for payment of Program-related expenses. The Account may receive funds from the Parties and third party contributors, as approved by the Executive Committee, and in accordance with UTA policies. UTA shall pay Program expenditures first from the \$2,600,000.00 appropriated by the State of Utah. Once the State of Utah funds are expended, UTA shall pay Program expenditures from the commingled funds contributed by the remaining Parties and any third party contributors. UTA shall issue a quarterly statement of contributions received, interest earned, invoices paid and current balance of the Account for Party and public review. UTA agrees to make all financial records associated with the Account available to any Party or third party contributor upon request. The Account may be audited at the request of any Party or third party contributor at the requestor's own expense.

10. **CONTRACTOR SELECTION AND ADMINISTRATION.** UTA, as administrator of the Account described in Paragraph 9, shall be responsible for administration of the Program contracts described in Paragraphs 5 and 6, or additional contracts as authorized by the Executive Committee. UTA's services as administrator will be provided at no charge to the Program. UTA shall issue requests for proposals and administer Program contracts in accordance with its policies. The Executive Committee shall appoint members of the Executive Committee and Steering Committee representing diverse interests to participate on the evaluation and selection committees for any Program contracts. UTA shall coordinate with the Steering Committee, or the Program Facilitator as authorized by the Steering Committee, in

such matters as issuing Notices to Proceed, change orders, accepting the work products of the technical consultants and similar items.

In no event shall UTA be expected or required to enter into contracts committing UTA to pay amounts in excess of funds already appropriated to the Program and deposited into the Account described in Paragraph 9. UTA will not enter into any contracts committing Program funds without the knowledge and consent of the Steering Committee.

11. PAYMENT OF INVOICES. UTA will forward invoices received from the Program Facilitator, technical consultants, or other contractors, to the other Parties for review and approval. Each Party shall have ten (10) business days in which to review and either approve or disapprove payment of the invoice (in whole or in part). Failure to notify UTA of disapproval within ten (10) business days will be deemed approval. UTA will not process any invoices for payment from the Account until approval from all Parties has been provided, whether through express approval or non-response within ten (10) business days. Any portion of an invoice that is not approved will not be paid until issues of concern have been resolved and a revised invoice has been distributed to all Parties and all Parties have approved the revised invoice, whether through express approval or non-response within ten (10) business days.
12. COORDINATION AND INFORMATION SHARING. The Parties agree to keep each other timely informed of substantive independent communications and activities related to the Program. The Program Facilitator may speak on behalf of the Program to third parties, including the media, as authorized by the Scope of Work for the Program Facilitator. The Parties agree to make available to the Program relevant and useful information procured or maintained in the ordinary course of a Party's business.
13. ENTIRE AGREEMENT; AMENDMENT. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by any Party or agents of any Party that are not contained in this Agreement shall be binding or valid. Alterations, extensions, supplements or modifications to the terms of this Agreement shall be agreed to in writing by the Parties, incorporated as amendments to this Agreement, and made a part hereof. Notwithstanding the foregoing, the Parties hereby authorize the Executive Committee to amend this Agreement to include new funding partners, on the same terms contained herein, without further approval from the Parties' respective legislative bodies. To the extent of any conflict between the provisions of this Agreement and the provisions of any later agreements, the later agreements shall be controlling.
14. RECORDS. Records pertaining to this Agreement, specifically including but not limited to records pertaining to procurement or financial matters under this Agreement, will be maintained by UTA subject to the Utah Government Records Access and Management Act and applicable Federal law. Records created by or

through the work of the Program Facilitator and the technical consultants shall be maintained by such consultants in accordance with their respective Scopes of Work.

15. **WITHDRAWAL FROM AGREEMENT.** Any Party may withdraw from participation in the Program by giving written notice of such termination to all other Parties and specifying the effective date thereof. No Party or Parties withdrawing from participation hereunder shall be entitled to any refund of any monies previously contributed to Phase I expenses pursuant to this Agreement; provided, however, any such Party or Parties shall not be obligated to make any further contributions contemplated in this Agreement following the date of such withdrawal.

16. **TERMINATION OF THE AGREEMENT.** At the expiration of this Agreement or if the Executive Committee determines the Program should be discontinued, any funds remaining in the Account described in Paragraph 9, including any accrued interest, shall be refunded to each Party or contributor *pro rata*.

17. DISPUTE RESOLUTION

- A. The Parties agree to make a good faith effort to resolve any dispute regarding the construction or interpretation of any provision of this Agreement, or regarding any policy matter or the determination of an issue of fact, at the lowest reasonable and appropriate possible level. In the event any such dispute is not able to be resolved in this manner, the dispute shall be referred to the Steering Committee for resolution of the dispute.
- B. If the dispute is not resolved by the Steering Committee, within fourteen (14) calendar days from the date of first notification by one Party to the other of the disputed issue, the dispute may be advanced, by any Party to the Executive Committee.
- C. If the dispute is not resolved by majority vote of the Executive Committee within 30 days after referral to the Executive Committee, then the Parties to the dispute shall refer the dispute for resolution to a single mediator, agreed upon by the Parties involved in the dispute. If the Parties are unable to agree upon a single mediator, the matter shall be referred for resolution to a three-member Mediation Panel to be mutually agreed upon by all Parties involved in the dispute. Panel members shall be independent of the entities involved in the dispute and shall be recognized and approved by State and/or federal courts as qualified and experienced mediators/arbitrators. Each Party to the dispute shall pay its own costs and fees, including a prorated share of the fees for the appointed mediator(s). Any of the above time periods may be modified by mutual agreement of the Parties to the dispute.
- D. If the dispute cannot be resolved by the mediator or Mediation Panel within 90 days from the date of referral to the mediator or Mediation Panel, or if the parties involved in the dispute cannot mutually agree upon a mediator or the members of the Mediation Panel, the dispute may be brought before a court or

other tribunal appropriate under the circumstances for *de novo* review. A matter may proceed to court only after exhaustion of the above procedures.

18. NOTICES. Notices required under this Agreement shall be sent to the Designated Representative at the contact information set forth below, with a copy, if applicable, to the following:

UDOT

Executive Director Carlos Braceras
Utah Department of Transportation
4501 South 2700 West
P.O. Box 141245
Salt Lake City, UT 84114-1245

Copy to:

Renee Spooner
Utah Department of Transportation
4501 South 2700 West
P.O. Box 148455
Salt Lake City, UT 84114-8455

Copy to:

Jason Davis
Utah Department of Transportation
Region Two
2010 South 2760 West
Salt Lake City, Utah 84104

UTA

General Manager Michael Allegra
669 West 200 South
Salt Lake City, UT 84101
Email: mallegra@rideuta.com

Copy to:

UTA General Counsel
669 West 200 South
Salt Lake City, UT 84101

SALT LAKE CITY

Mayor Ralph Becker
451 South State Street, Room 306
P.O. Box 145474
Salt Lake City, UT 84114
Telephone: 801-535-7704
Email: Ralph.Becker@slcgov.com

Copy to:

ATTN: Salt Lake City Attorney
451 South State Street, Room 505
P.O. Box 145478
Salt Lake City, UT 84114-5478
Telephone: (801) 535-7788

COTTONWOOD HEIGHTS

Mayor Kelvyn H. Cullimore, Jr.
1265 East Fort Union Blvd., Suite 250
Cottonwood Heights, UT 84047
Email: kcullimore@ch.utah.gov

Copy to:

c/o Wm. Shane Topham
Callister Nebeker & McCullough
10 East South Temple, 9th Floor
Salt Lake City, UT 84111
Telephone: (801) 530-7300
Facsimile: (801) 364-9127
Email: wstopham@cnmlaw.com

ALTA

Mayor Tom Pollard
Town of Alta
P.O. Box 8016
Alta, UT 84052
Telephone: (801) 363-5105
Email: tjp@townofalta.com

PARK CITY

Council Member Andy Beerman
Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060-1480
Email: andy@parkcity.org

Copies to:

Diane Foster, City Manager
Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060-1480
Email: diane@parkcity.org

City Attorney
Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060-1480
Telephone: (435) 615-5025

SANDY CITY

Mayor Tom Dolan
Sandy City
10000 Centennial Parkway
Sandy, Utah 84070

Copy to:

John Hiskey
Sandy City
10000 Centennial Parkway
Sandy, Utah 84070
Telephone (801) 568-7104
Email: jhiskey@sandy.utah.gov

SALT LAKE COUNTY

Mayor Ben McAdams
Salt Lake County Government Center
2001 South State Street, Ste N2100
PO Box 144575
Salt Lake City, Utah 84114-4575
Email: ben@slco.org

Copies to:

ATTN: Kimberly Barnett
Salt Lake County Government Center
2001 South State Street, Ste N2100
PO Box 144575
Salt Lake City, Utah 84114-4575
Email: kbarnett@slco.org

And

ATTN: Jeremy Keele
Salt Lake County Government Center
2001 South State Street, Ste N2100
PO Box 144575
Salt Lake City, Utah 84114-4575
Email: jjkeele@slco.org

SUMMIT COUNTY

Christopher Robinson
Summit County Council
P.O. Box 982288
Park City, Utah 84098
Email: cfrobinson@summitcounty.org

Copy to:

Attn: David L. Thomas
60 N. Main
P.O. Box 128
Coalville, Utah 84017

WASATCH COUNTY

Council Member Steve Capson
25 North Main Street
Heber City, Utah 84032

Copy to:

Wasatch County Attorney
805 West 100 South
Heber City, Utah 84032

MWDSLS

Michael L. Wilson, General Manager
3430 East Danish Road
Cottonwood Heights, Utah 84093
Telephone: (801) 942-9685
Email—wilson@mwdsls.org

Except as otherwise provided in this Agreement, any notice, demand, request, consent, submission, approval, designation or other communication which any Party is required or desires to give under this Agreement shall be made in writing and mailed, faxed, or emailed to the other Parties addressed to the attention of the Designated Representative. A party may change its Designated Representative, address, telephone number, facsimile number, or email address from time to time by giving notice to the other Parties in accordance with the procedures set forth in this Section.

19. INTERLOCAL COOPERATION ACT REQUIREMENTS. In satisfaction of the requirements of the Interlocal Act, the Parties agree as follows:

(a) This Agreement shall be authorized by resolution of the legislative body of each Party pursuant to Section 11-13-202.5 of the Interlocal Act, and the Executive Director of UDOT.

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act;

(c) A duly executed copy of this Agreement shall be filed with the keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Act;

(d) Except as otherwise specifically provided herein, and in addition to the funding obligation of Paragraph 8, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs; and

(e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the Mayor or chief executive officer of each Party. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

20. NO THIRD PARTY BENEFICIARIES. There are no intended third party beneficiaries to this Agreement. It is expressly understood that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any claim or right of action by any third person under this Agreement. It is the express intention of the Parties that any person other than the Party who receives benefits under this Agreement shall be deemed an incidental beneficiary only.

21. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterpart originals, all such counterparts constituting one complete executed document.

22. AUTHORIZATION. Each Party is duly authorized to enter this Agreement.

IN WITNESS WHEREOF, the above-identified Parties enter this Agreement effective the date of the last Party's signature, except for the purposes of funding under Paragraph 8, the effective date as to each Party is the date of that Party's signature

Signed this ____ day of _____, 2013.

UTAH DEPARTMENT OF
TRANSPORTATION

Carlos Braceras, Executive Director

Approved as to Form

Salt Lake County agrees to provide \$200,000 (subject to required appropriations).

Signed this ____ day of _____, 2013.

SALT LAKE COUNTY

Ben McAdams, Mayor

Approved as to Form

Summit County agrees to provide \$50,000 (subject to required appropriations).

Signed this ____ day of _____, 2013.

SUMMIT COUNTY

Christopher Robinson, Council Chair

Approved as to Form

David L. Thomas
Chief Civil Deputy

Salt Lake City agrees to provide \$200,000 (subject to required appropriations).

Signed this ____ day of _____, 2013.

SALT LAKE CITY

Ralph Becker, Mayor

Approved as to Form

City of Sandy agrees to provide \$100,000 (subject to required appropriations).

Signed this ____ day of _____, 2013.

CITY OF SANDY

Tom Dolan, Mayor

Approved as to Form

Cottonwood Heights agrees to provide \$50,000 (subject to required appropriations).

Signed this ____ day of _____, 2013.

COTTONWOOD HEIGHTS

ATTEST:

Kelvyn H. Cullimore, Jr., Mayor

Linda W. Dunlavy, Recorder

Approved as to Form

Wm. Shane Topham, City Attorney

Park City Municipal Corporation agrees to provide \$100,000 (subject to required appropriations).

Signed this ____ day of _____, 2013.

PARK CITY MUNICIPAL CORPORATION

Dana Williams, Mayor

Approved as to Form

Utah Transit Authority agrees to provide \$200,000 (subject to required appropriations).

Signed this ____ day of _____, 2013.

UTAH TRANSIT AUTHORITY

Michael Allegra, General Manager

Matt Sibul, Chief Planning Officer

Approved as to Form

Town of Alta agrees to provide \$25,000 (subject to required appropriations).

Signed this ____ day of _____, 2013.

TOWN OF ALTA

Approved as to Form

Wasatch County agrees to provide \$50,000 (subject to required appropriations).

Signed this ____ day of _____, 2013.

WASATCH COUNTY

Approved as to Form:

MWDSLS agrees to provide \$100,000 (subject to required appropriations).

Signed this ____ day of _____, 2013.

METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY

Michael L. Wilson, General Manager

Approved as to Form:

Shawn E. Draney, General Counsel

EXHIBIT A

Phase 1 Decisions and Deliverables

The outcome of Phase 1 is the project Purpose and Need, and general consensus on the following overarching decisions:

Project Element	Phase 1 Decisions and Deliverables
Transit	Mode, general alignment, termini, construction phasing, preliminary cost
Roadway	Required roadway changes, preliminary cost
Municipal watershed; source water protection	Land and environmental protection in municipal watersheds, costs associated with conservation easements, land/stream/forest restoration, mitigation, and source water protection
Land Use	Concept-level land use for jurisdictional master plans, wilderness considerations, ski resort considerations, conservation easement considerations
Federal Lands	Concept plan, identification of any necessary Plan Amendments
Economics & Funding	Financial costs and benefits to regions and state. Funding sources, mechanisms, income stream.