



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
July 15, 2021**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regular City Council meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah 84060 for the purposes and at the times as described below on Thursday, July 15, 2021. To participate virtually, follow the public meeting information at www.parkcity.org.

CLOSED SESSION - 2:30 p.m.

To Discuss Property, Personnel, and Litigation

STUDY SESSION

3:30 p.m. - Discuss Housing Department Work Plan

[Housing Staff Report](#)

[Exhibit A: Vail In-Deed Economic Impact Report](#)

[Exhibit B: Potential Properties List](#)

WORK SESSION

4:30 p.m. - Discuss Park City Soils Management Facility

[Soils Management Facility Staff Report](#)

[Exhibit A: Public Information Recap](#)

[Exhibit B: Gordo Project Summary](#)

[Exhibit C: KKR Legal Fact Sheet](#)

[Exhibit D: Impacted Soil Characteristics](#)

[Exhibit E: IGES Soils Facility Design Memo](#)

[Exhibit F: PCMC Operations Plan Draft](#)

[Exhibit G: Construction/Soils Mitigation Template](#)

[Exhibit H: Soil Hauling Analysis](#)

[Exhibit I: Height Analysis](#)

REGULAR MEETING - 6:00 p.m.

I. ROLL CALL

II. PUBLIC HEARING

Park City Soils Management Facility Public Hearing

III. APPOINTMENT

1. Appoint Margaret Plane as the City Attorney of Park City Municipal Corporation

IV. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communications Reports

1. Sliding Fee Scale for MARC and the Ice Arena
[Sliding Fee Scale Staff Report](#)
2. Motorcycle Exhaust and Excessive Noise Enforcement
[Traffic Enforcement Staff Report](#)
3. Storm Water Management Plan Public Input Website
[2021 SWMP Staff Report](#)
4. Sales Tax Review-April 2021
[FY21 April Sales Tax Staff Report](#)
[Exhibit A: FY21 April Sales Tax Update](#)
5. Park Avenue Pilot Project Update
[Park Avenue Pilot Project Staff Report](#)
[Exhibit A: Public Comment on Social Media, Email and Engage Park City](#)
[Exhibit B: Update to HPCA](#)
[Exhibit C: Mailer to Stakeholders/Residents](#)
[Exhibit D: Map of Mailer Distribution](#)
[Exhibit E: Survey from Fall 2020 on Engage Park City](#)

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

VI. CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from June 17 and July 1, 2021

[June 17, 2021 Minutes](#)

[July 1, 2021 Minutes](#)

VII. CONSENT AGENDA

1. Request to Authorize the Mayor to Enter into an Employment Agreement with Margaret Plane in a Form Approved by the City Attorney's Office
[City Attorney Appointment Staff Report](#)

[Exhibit A: City Attorney Employment Agreement](#)

2. Request to Authorize the City Manager to Enter into a Contract, in a Form Approved by the City Attorney, with Rock Solid Technology, Inc. for Hosted Application Services for Five Years, at a Total Cost of \$77,812.50, for a Customer Relationship Management Platform
[Hosted Application Services Staff Report](#)
[Exhibit A: Rock Solid Contract and Scope of Work](#)
3. Request to Adopt Resolution 19-2021, a Resolution Proclaiming May 7, 2021 as Arbor Day and celebrating Park City's 28th Anniversary as a Tree City USA Community
[Arbor Day 2021 Staff Report](#)
[Exhibit A: Arbor Day 2021 Proclamation](#)
[Exhibit B: Arbor Day 2021 Flyer](#)

VIII. OLD BUSINESS

1. Consideration to Approve a One-Year Extension to City Service Agreement for the Park City Kimball Arts Festival (PCKAF), in a Form Approved by the City Attorney
(A) Public Hearing (B) Action
[Arts Festival Contract Extension Staff Report](#)
[Exhibit A: Draft Addendum for Extension](#)
2. Special Event Transportation and Parking Update for Car Free Sundays
(A) Public Input
[Sunday Event Transportation Staff Report](#)
[Exhibit A: Event Background and Transportation Data](#)
3. Discuss Quinn's Junction Partnership Annexation and Master Plan Development and the Substantive Modification to the Annexation and MPD for Studio Crossing, a Proposed Mixed-Use Development Including Commercial and Housing Uses Located at 4001 Kearns Boulevard
(A) Public Input
[Studio Crossing Development Staff Report](#)
[Exhibit A: Studio Crossing Proposal Questions](#)

IX. NEW BUSINESS

1. Consideration to Approve Ordinance 2021-32, an Ordinance Approving an Extension of City Council's December 5, 2019 Approval of Ordinance No. 2019-60, an Ordinance Approving the 245 Woodside Plat Amendment, Located at 245 Woodside Avenue, Park City, Utah
(A) Public Hearing (B) Action
[245 Woodside Plat Amendment Staff Report](#)
[Exhibit A: Draft Ordinance No. 2021-32](#)
[Exhibit B: Existing Conditions Survey](#)

2. Consideration to Approve Ordinance No. 2021-33, an Ordinance Approving an Extension of City Council's June 18, 2020 Approval of Ordinance No. 2020-28, an Ordinance Approving the 1162 Woodside Avenue Plat Amendment, Located at 1162 Woodside Avenue, Park City, Utah
(A) Public Hearing (B) Action
[1162 Woodside Avenue Staff Report](#)
[Exhibit A: Draft Ordinance No. 2021-33](#)
3. 901 Woodside Avenue – Conditional Use Permit – The City Council Will Consider a Remand for a Conditional Use Permit to Construct a Garage Under a Landmark Historic Structure within the Side Setback. The Remand Will Consider Moving the Proposed Garage to the North Side Under the Bay Window, Eliminating the Driveway Encroachment in the 9th Street Right-of-Way
(A) Public Hearing (B) Action
[901 Woodside Avenue Staff Report](#)
[Exhibit A: Draft Final Action Letter](#)
[Exhibit B: Historic Site Form](#)
[Exhibit C: Proposed Plans](#)
[Exhibit D: Background](#)
[Exhibit E: Existing Conditions](#)
[Exhibit F: Birdseye Images](#)
[Exhibit G: Public Input](#)

X. ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting. Public comments can be accepted virtually. To comment virtually, use eComment or raise your hand on Zoom. Written comments submitted before or during the meeting will be entered into the public record, but will not be read aloud. For more information on participating virtually and to listen live, please go to www.parkcity.org.

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

Council Agenda Item Report

Meeting Date: July 15, 2021

Submitted by: Elyse Kats

Submitting Department: Community Development

Item Type: Work Session

Agenda Section:

Subject:

3:30 p.m. - Discuss Housing Department Work Plan

Suggested Action:

Hold a work session to discuss and consider next steps to create the Live Park City - Lite Deed Restriction program.

Attachments:

[Housing Staff Report](#)

[Exhibit A: Vail In-Deed Economic Impact Report](#)

[Exhibit B: Potential Properties List](#)

City Council Staff Report

Subject: Live Park City - Lite Deed Restriction Program
Author: Elyse Kats, Affordable Housing Specialist
Department: Housing
Date: July 15, 2021
Type of Item: Administrative

Recommendation

Hold a work session to discuss and consider next steps to create the Live Park City - Lite Deed Restriction program. Staff will also provide a verbal update on all current housing projects underway.

Executive Summary

The overall goal of the Park City Housing program is to facilitate a range of affordable, quality housing opportunities that meet the life-cycle needs of persons at all economic levels. Staff continues to research new tools to make progress on this goal. To this end, staff is presenting a possible new Lite-deed restriction program that has been very successful in other communities. The program could help Park City maintain a sense of community by incentivizing new and existing residents to place deed restrictions on their property in exchange for a cash payment from the City. The Park City Lite Deed Restriction Program would promote:

- More full-time residents,
- Encourage long term investments in employee housing,
- Provide down payment assistance for those just out of the market, and
- Create an option for current homeowners to ensure their home offers the ability for future residents to live and work in Park City in perpetuity.

This staff report will provide Council background information and analysis of how the program could work in Park City and recommendations for moving forward with the Live Park City - Lite Deed Restriction Program in Park City.

Background

Park City has a multifaceted approach to affordable housing, which ranges from ordinances and resolutions implementing inclusionary zoning for large projects and LMC density/fee incentives to utilizing the RDA/Housing Authority to construct units directly as well as partnering with nonprofits to develop affordable housing in the City.

Other communities, such as Vail and Breckenridge, have seen success with similar programs. Staff has met multiple times with both Vail and Breckenridge to discuss lessons learned from their programs and has reviewed the language of each town's deed restrictions for these programs.

The proposed Lite Deed Restriction program would make cash payments available for property owners to place a deed restriction on their property. These would be different

from the typical deed restrictions that contain income limits, appreciation caps, and other requirements. This program would utilize “Lite” deed restrictions that stipulate that the property is occupied by a full-time Park City resident. This would mean that the property is either occupied by the owner who is a full-time resident of Park City (a minimum of 10 months out of the year), working 30 hours per week within the City’s boundaries, or a long term renter (greater than 6 months), working 30 hours per week within City’s limits. The program will also include retirees. The deed restrictions remain in perpetuity with the property.

Deed Restriction Purchasing

The amount of money paid in exchange for the deed restrictions being placed on the property depends on several variables and is market dependant. Valuations are based on market value and how much the property location aligns with bolstering the City’s goals such as proximity to transit and walkability. For example, in Vail and Breckenridge, compensation for placing the deed restriction on the property can range from 14-17% of the home’s appraised value. Appraisals would be done for each home before buying the deed restriction, and then the appraised value would be compared with the alignment of the City’s goals to determine where the buying price of the deed restriction would fall. Staff will include procedures required to follow any Utah specific law and GASB financial rules.

Staff estimate based on conversations with local realtors that given the current market, deed restrictions would likely be worth about 20% of the appraisal values of each property. Deed restriction purchasing prices would still vary within a percent or two of that 20% based on how closely the property aligns with the program’s goals. Condition, location, and other factors would all contribute towards the deed restriction purchasing price.

Benefits of the Program

As other municipalities have demonstrated, this program can help to incentivize full-time residency and increase long term rental opportunities by:

- Allowing for a mixed approach to deed restrictions in Park City, with this program not having income or appreciation caps, will create a more comprehensive deed restriction program that helps various socioeconomic classes in Park City.
- Creating a more vibrant community that has more full-time residents and fewer empty units throughout town
- Lowering traffic levels - more people living in town, less driving
- Helping with employee recruitment – provides workforce housing options
- Decreasing worker turnover- when employees are not worried about housing, they are more likely to stay in the position longer.

The town of Vail conducted an economic development study that demonstrated the economic impacts that the Vail InDeed program had on the local community. A copy of the study is provided in Exhibit A of this report.

Users of the Program

Existing Homeowners – Existing homeowners can apply to have a deed restriction placed on their property. These funds have often been used in other communities to remodel or make repairs to the home as a form of equity. Seniors would also likely fit into this category, seeing as this cash infusion would allow them to make repairs or improvements to their homes that their fixed income could not cover.

Future Homeowners – The Town of Vail specifically has seen success in using this program as a form of down payment assistance. Providing 20% of the home value in cash would allow individuals who are just out of the Park City market to have the down payment assistance they need to buy a home.

Property Investors – Because the deed restrictions allow long-term rentals, property investors could use this additional funding to make property investments pencil. This could allow the units to be rented to members of the Park City workforce.

Local Employers – This program could also help local employers buy employee housing. There is a growing trend of small businesses buying property and then renting to employees. This program could help make it possible financially. For example, in Vail, their program has brought employers to the table to buy larger, 3+ bedroom properties for their employees, which helps with recruitment and worker retention.

Retirees- Seniors could benefit from this program in a variety of ways. They could use the funding to make home improvements, protect their home and the community, or deed restrict the property and downsize.

Analysis

Park City Housing Stock

Staff has conducted regular meetings with local realtors, including the PC Board of Realtors, to better understand what housing stock in Park City may work well with this program. A price point cap of approximately \$1 million was determined through these conversations. Then homes under that cap were researched as potential homes to engage with the program.

According to the PC Board of Realtors MLS statistics, there are only 20 active listings under \$1 million in Park City limits. Still, there is a much larger pool of almost 1000 potential properties that are not currently on the market but could opt into the program. For example, the Prospector area has 509 possible units with an average price of \$150-300,000, which would be ideal for being included in this program. Beyond this, the Old Town area has about 144 properties that could be targeted, and the Woodside area near the resort base has about 325 additional properties that would fit well in the program. These numbers demonstrate the vast number of properties that could participate in the program, even in today's market. There is also an opportunity to consider a parallel program with the county in the future. A full breakdown of the housing stock research is presented in Exhibit B of this report.

Staff recommends targeting properties that are not already deed-restricted in the Prospector district and the Woodside areas first. These properties are best to target because of their proximity to transit and walkable neighborhoods. They also have lower price points, meaning more deed restrictions could be purchased for a lower overall price. Maintaining a price point for the program of \$750,000 and under will allow the program to make a more substantial difference in the total number of deed restrictions purchased.

If the Council agree to prioritize this program and direct staff to proceed, Staff would draft a work program including schedule, the deed restriction language, determine budget allocations, and return to Council with a recommended budget and communication strategy. Staff has initiated conversations with local lenders, all of which support the program, and would work with them to draft the deed restriction language. For reference, The Town of Vail's program started with half a million dollars in funding and is now annually funded at \$2.5 million.

Funding

Staff estimate that a pilot program could be created for around \$1,000,000 and could be allocated out of the affordable housing fund.

Attachments

Exhibit A – Vail In-Deed Economic Impact Report
Exhibit B - Potential Properties List

The Economics of Land Use



Revised Report

Economic Value & Community Benefits of Resident Housing Investment

Prepared for:

Vail Local Housing Authority

Prepared by:

Economic & Planning Systems, Inc.

EPS #183136

*Economic & Planning Systems, Inc.
730 17th Street, Suite 630
Denver, CO 80202-3511
303 623 3557 tel
303 623 9049 fax*

*Denver
Los Angeles
Oakland
Sacramento*

www.epsys.com

August 14, 2019

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1. Executive Summary

Background

The Town of Vail has made significant financial investments in resident housing over many decades. Such investments are rooted in an awareness that affordability and availability of housing for residents and the workforce benefit the broader Vail economy, business community, the overall community character, and the quality of the guest experience.

One of Vail's more innovation and effective investment strategies has been deed-restriction acquisitions, in which the Town appropriates funds annually to ensure that homes are available for residents and the workforce. A new deed restriction purchase program, called Vail InDEED, was recently created to ensure Vail meets its 2027 Vail Housing 2027 Strategic Plan goal of acquiring 1,000 additional resident housing unit deed restrictions by the year 2027.

In times of competing community investment priorities and alternatives, it is important that the benefits of resident housing investment are quantified and understood by the community and its leadership. For this purpose, the Vail Local Housing Authority (VLHA) contracted with Economic & Planning Systems (EPS) to quantify the economic value and community benefits of resident housing investment on the local economy and community.

Each investment in one resident housing unit generates an annual return as well as provides economic benefit.

#1 - The direct return back to the Town of Vail from an investment of \$65,000 in one unit of housing is **\$3,239 in the form of local sales tax and revenue for local students**. The annual return on investment to the Town is **5 percent** of the initial investment.

5.0%
Annual per-unit return on
investment to the Town of Vail

#2 - Nearly **\$312,500 is provided from one unit in the form of community benefits, economic value, and opportunity costs** to the community as a whole. This return to the community is more than four times the initial investment by the Town, resulting in an **investment multiplier of 4.81X**.

4.81X
Annual per-unit investment
multiplier

Metrics

At the root of the Town's resident housing investment policies, deed restricted homes ensure that year-round residents can live and work locally, which ripples through the economy and reinforces the stability of other sectors of the economy. It impacts the character of the community through greater potential civic/resident engagement and presence of school-aged children. It also improves the quality of the guest experience. In this analysis, these and other elements are presented collectively and stated in terms of the following broader metrics:



ECONOMIC VALUE

With an expanded inventory of housing, numerous sectors of the business community benefit, in that a portion of previously unfilled positions become filled. This increased economic activity ripples through the local economy supporting other business-to-business economic activity, as well as new household spending.

The annual economic value of an investment in **100 units of resident housing** (\$6.5 million) is:

- **\$18.1 million** as a result of an increase in filled positions,
- **\$2.6 million** in increased local household spending, and
- **\$116,000** in new local sales tax revenue.



COMMUNITY BENEFIT

Maintaining and sustaining a sense of community is fundamental to Vail's economy, its character, and its longevity. The presence of residents enhances the community's vitality and increases the quality of the guest experience. For those benefiting from resident housing, less time on the road may grant them flexibility to volunteer their time or be more engaged in the community. For visitors and guests, fewer unfilled positions means greater attentiveness to customers and a higher-quality guest experience.

The annual community benefits of an investment in **100 units of resident housing** (\$6.5 million) include:

- the elimination of over 40,000 commute hours resulting in **\$825,000** in the value of time savings,
- a reduction of **845 metric tons of carbon emissions (MTCO₂e)**,
- **\$207,000** in State of Colorado revenue in the form of back-fill for 26 school-aged children, and
- **\$1.2 million** in volunteer labor.



OPPORTUNITY COST

If it did not invest in resident housing, Vail would need to commit potentially greater monetary investments in structured parking and/or transit services. Moreover, not investing in resident housing also perpetuates the annual costs of worker turnover, new-hire training, and lost productivity in the business community.

The annual opportunity cost of an investment in **100 units of resident housing** (\$6.5 million) is:

- **\$11.3 million** in avoided construction cost for 113 parking spaces and
- **\$841,000** in saved costs to businesses for worker turnover, training, and lost productivity.

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2. Methodology

As noted in the introduction, this approach encompasses three main components of economic value and community benefit: the economic value; the community benefits; and the opportunity costs. This section outlines the data and assumptions for the analysis.

Data Sources

A variety of primary and secondary data sources were used in the analysis. Research and interviews also supplemented the quantitative and qualitative elements of the analysis. The following sources were essential to the construction of the methodology:

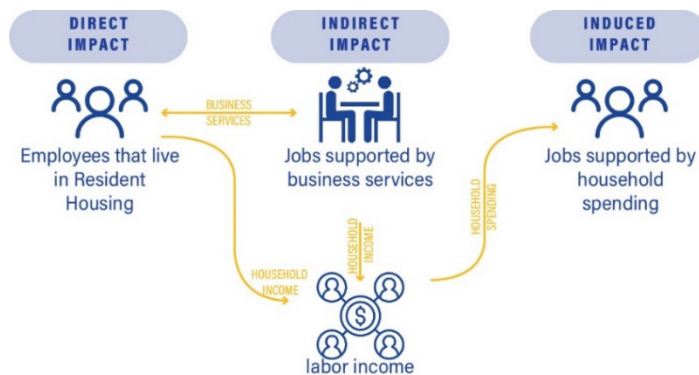
- U.S. Census Longitudinal Employee Household Dynamics. Prevalence of in-commuting workforce to Vail.
- Colorado Department of Labor & Employment, Quarterly Census of Employment & Wages. Number of jobs by industry for Vail.
- Colorado Statewide Nonprofit Industry Survey, 2018. Nonprofit industry jobs in Eagle County's workforce and the rate of per-capita volunteerism.
- U.S. Bureau of Labor Statistics. Value of volunteerism per hour.
- Colorado Department of Transportation. Aggregate vehicle miles travelled (VMT) in Eagle County.
- U.S. Environmental Protection Agency. Calculations for estimating carbon emissions.
- Eagle County Housing Study and Greater Roaring Fork Regional Resident & Employer Survey, 2018. For assumptions regarding rate of carpooling, persons per household, multiple job-holdings.
- IMPLAN. Input-output data for Eagle County at the zip code level.

Types of Economic Impacts

In terms of quantifiable economic contributions, metrics included in this analysis have been run through IMPLAN input-output modeling software. IMPLAN is structured to account for trade flows and industry profiles within the defined economic unit—in this case, the Town of Vail, as represented by the 81657 zip code. This type of modeling generates a trove of information, which when consolidated with other information, can be used to estimate the “multiplier effect” on an initial investment.

Specifically, a multiplier effect is a ratio that characterizes the relationship between the total of successive rounds of spending resulting from an initial investment combined with the initial investment itself. For example, the multiplier in this analysis is calculated as the composite per-unit economic value and community benefit divided by the Town’s per-unit investment.

There are also three layers of economic impacts. These layers are defined as they relate to Vail’s investment in resident housing:



Economic Impact Terminology

Direct Impacts are the dollar amounts of net new local resident spending and the net new economic activity related to greater number of filled positions. These dollar amounts refer to the first round of spending in an economy.

Indirect Impacts are the dollar amounts associated with the business-to-business relationships, such as the real estate activity, the purchase of equipment, or the demand for professional services such as legal, financial and administrative services that may be procured in the process of meeting demand for a “direct” industry’s good or service. These are referred to as the second round of spending.

Induced Impacts are activities resulting from the expenditures made by households of the direct and indirect industry jobs. They are typically retail and service-sector oriented impacts that are created by what is typically referred to as the third round of spending.

Assumptions

There are two main layers of assumptions in this analysis: 1) the overarching investment goal on which the analysis is based; and 2) the underlying assumptions used to quantify relationships between, for example, the number of persons per housing unit or the rate of carpooling among all in-commuting workers.

Resident Housing Investment

Housing Targets

As previously noted, the premise of this analysis is rooted in the Vail Housing 2027 Strategic Plan adopted goal of acquiring 1,000 additional resident housing unit deed restrictions by the year 2027. The goal means that the Town is targeting, on average, the acquisition of 100 deed restrictions units per year.

Housing Investment

Based on a detailed accounting of the most recent (116) deed restrictions placed on homes in Vail (between January 2017 and May 2019), data which were obtained from the VLHA, the Town invests an average of approximately \$65,000 per unit. It is against this core assumption that the metrics of return on investment and the overall investment multiplier are calculated.



Table 1. Vail InDEED Summary

Vail InDEED Program	Units	Price per Deed
2019 (YTD May)	11	\$94,618
2018	40	\$57,105
2017	65	\$65,000
Total	116	\$65,327

Source: Town of Vail; Economic & Planning Systems

Underlying Assumptions

The following are additional assumptions that quantify the relationship between housing units and persons, local job-holdings, net new jobs, and carpooling.

Jobs per Unit. Primary data collected locally and regionally indicate that there is an average of 2.2 jobs per household, meaning that 220 jobs would be represented by 100 households in 100 housing units.

Vail Jobs. As mentioned previously, the Vail InDEED program requires that a property be occupied as a primary residence by individuals who work a minimum of 30 hours per week in Eagle County. Based on an annualized 40-hour work week, this could be approximated as 75 percent of income (and thus, employment) is originated in Eagle County. For purposes of this analysis, it is an aggregated assumption that 75 percent of job-holders in the resident housing units are working in Vail (165 jobs).

Net New Jobs to Economy. The analysis also assumes that 75 percent of these Vail jobs held by occupants of resident housing units are net new to the economy (i.e. that they are filling unfilled positions or enabling employers to add new positions). This means that 124 of the 165 jobs are estimated to be new to economy, whereas the remainder of the 165 would have previously commuted in to their jobs in Vail.

Carpooling. Primary data collected regionally indicates that an average of 9 percent of the total in-commuting workforce carpool.



3. Economic Context

This section of the report provides the economic context including population, housing unit, and employment trends for the Town of Vail in relation to Eagle County as a whole.

Population

Between 2000 and 2017, the Eagle Valley grew by a population of approximately 10,280, which translates to 605 residents per year. Total population reached 45,770 in 2017 (**Table 2**). In 2017, Vail represented approximately 12 percent of the Valley population, but had captured only 9 percent of the Valley's population growth since 2000.

Housing Units

Growth in housing inventory in Vail outpaced population growth considerably (**Table 3**). By a factor of more than two to one, more than 1,800 housing units were added to the Town's housing unit inventory, indicating that second homeownership comprised a majority of the ownership of the new inventory.

Table 2. Population Trends, Town of Vail Capture

Population Trends	2000	2010	2017	Total Δ	% Capture
2000-17					
Avon	5,561	6,447	6,503	942	9%
Eagle	3,032	6,508	6,711	3,679	36%
Eagle-Vail ^[1]	2,887	2,887	2,887	0	0%
Edwards	8,257	10,266	9,202	945	9%
Gypsum	3,654	6,477	6,926	3,272	32%
Red Cliff	289	267	297	8	0%
Minturn	1,068	1,027	1,141	73	1%
Vail	4,531	5,305	5,425	894	9%
<u>Unincorp. Eagle Valley</u>	<u>6,211</u>	<u>5,283</u>	<u>6,678</u>	<u>467</u>	<u>5%</u>
Eagle Valley	35,490	44,467	45,770	10,280	100%

[1] Eagle-Vail did not appear on the 2010 decennial census as a CDP.

[2] Eagle Valley is defined as Eagle County less the Roaring Fork Valley (census tract 3.01 block groups 1-3 and tract 3.02 block group 2)

Source: U.S. Census American Community Survey 5-year estimates; Economic & Planning Systems

Table 3. Housing Unit Trends, Town of Vail Capture

Housing Unit Trends	2000	2010	2017	Total Δ	% Capture
2000-17					
Avon	2,557	3,615	4,052	1,495	17%
Eagle	1,116	2,416	2,251	1,135	13%
Eagle-Vail ^[1]	1,482	1,482	1,482	0	0%
Edwards	3,953	5,260	5,386	1,433	16%
Gypsum	1,210	2,205	2,275	1,065	12%
Red Cliff	122	141	123	1	0%
Minturn	448	528	542	94	1%
Vail	5,389	7,230	7,210	1,821	21%
<u>Unincorp. Eagle Valley</u>	<u>3,687</u>	<u>5,394</u>	<u>5,492</u>	<u>1,805</u>	<u>20%</u>
Eagle Valley^[2]	16,277	22,877	23,321	8,849	100%

[1] Eagle-Vail did not appear on the 2010 decennial census as a CDP.

[2] Eagle Valley is defined as Eagle County less the Roaring Fork Valley (census tract 3.01 block groups 1-3 and tract 3.02 block group 2)

Source: U.S. Census American Community Survey 5-year estimates; Economic & Planning Systems

Employment

In 2018, Vail had an estimated 8,400 wage and salary jobs (**Table 4**), accounting for 25 percent of the Valley's total employment. Between 2001 and 2018, the Town added close to 1,300 jobs, capturing 30 percent of the Valley's growth. The highest growth area in the valley took place in Avon/Beaver Creek, which captured 44 percent of the Valley's new employment, and (as the definition indicates) includes two distinct commercial nodes of activity.

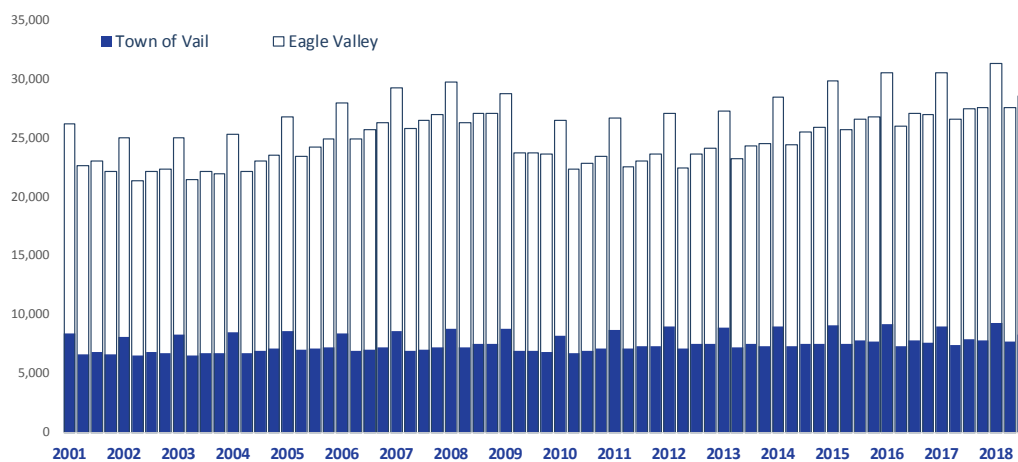
Table 4. Employment Trends, Town of Vail Capture

Employment Trends 2001-18	2001	2010	2018	Total Δ	% Capture
Avon/Beaver Creek	7,571	7,589	9,457	1,886	44%
Eagle	3,424	3,732	4,602	1,178	27%
Eagle-Vail	50	81	110	60	1%
Edwards	3,255	3,155	3,510	255	6%
Gypsum	1,540	1,488	2,477	936	22%
Minturn	520	406	485	-35	-1%
Red Cliff	50	81	110	60	1%
<u>Vail</u>	<u>7,129</u>	<u>7,256</u>	<u>8,416</u>	<u>1,288</u>	<u>30%</u>
Eagle Valley	23,538	23,790	29,167	4,316	100%

Source: QCEW; Economic & Planning Systems

As shown in the following graphic (**Figure 1**), employment levels in the Town of Vail remained fairly steady over the past two decades. Although employment contracted during the Great Recession (2007-09) for the Eagle Valley, which decreased by 14 percent (a loss of 3,800 jobs), Vail remained relatively steady.

Figure 1. Town of Vail & Eagle Valley Employment Trends



4. Findings

There are two primary measurements of economic value and community benefits estimated in this analysis: 1) return on investment; and 2) investment multiplier.

Return Metrics

The initial investment of \$65,000 per unit of resident housing yields magnitudes of more economic value and community benefit than alternatives such as persistent business cost of worker turnover and structured parking.

Return on Investment (ROI)

Although many of the broader metrics of benefit can be considered “returns on investment,” an ROI measured from the perspective of the investment of ‘public dollars in’ and ‘public dollars out’ captures the two most salient fiscal impacts.

The annual returns on the initial investment are comprised of sales tax revenues flowing back to Vail annually and the State of Colorado’s per-unit student back-fill for the school-aged children living in resident housing is approximately \$2,000 per year (see the following technical discussion for details on this calculation).

This means that, calculated as a standard investment divided by its returns, the Town’s (public) return on investment is 5.0 percent. This aligns on the higher end with typical yields on governmental investment.

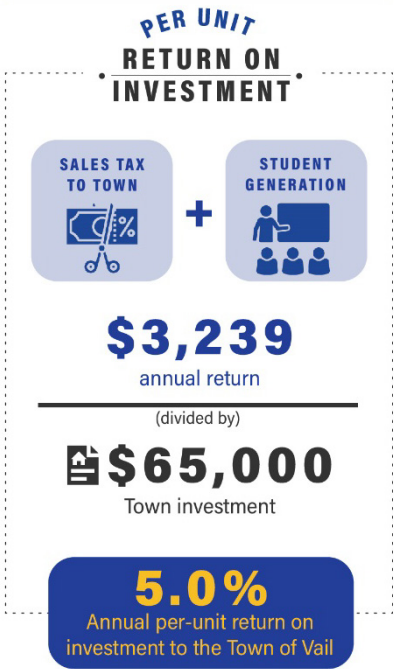


Table 5. Return on Investment

Return on Investment	per-Unit
Per-Unit Investment ROI	
Returns	
Annual Resident Household Spending Sales Taxes	\$1,165
Annual State per-Pupil Apportionment	\$2,074
Subtotal Returns	\$3,239
Investment ROI	
Return	\$3,239
Initial Investment	\$65,000
ROI	5.0%

Source: Economic & Planning Systems

Investment Multiplier

This metric accounts for the economic activity captured by direct, indirect, and induced spending. Examples of components within this metric include: a) the broader economic metrics such as the economic value (which includes taxable spending and the fiscal benefit) to Vail; b) community benefits; and c) the opportunity costs such as investing in parking annually to accommodate a similar level of employment growth as well as the ongoing costs to the business community of worker turnover and lost productivity.

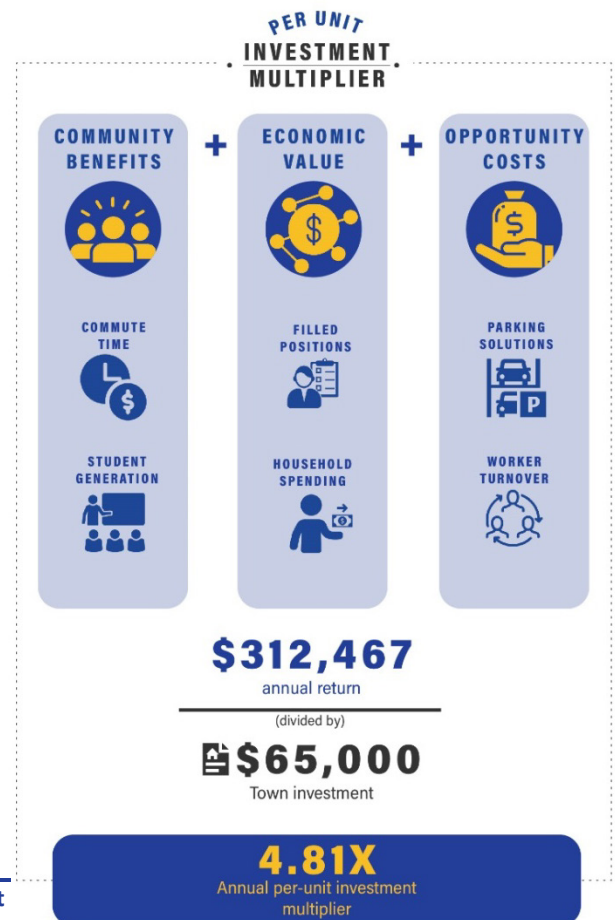
Taking into account each of these components, the net multiplier of the Town's investment at \$65,000 per unit is nearly five (5) times at 4.81X. In benefit-cost analysis (BCA), public entities are typically trying to achieve a multiplier of three (3) to five (5) times the initial investment.

Table 6. Investment Multiplier

<u>Return on Investment</u>	per-Unit
Per-Unit Investment Multiplier	
Economic Metrics	
Annual Expansion of Economy	\$181,122
Annual Net New Resident Household Taxable Spending	\$21,174
Annual Sales Tax Revenue Generation	\$1,165
Subtotal Economic Metrics (Net) [1]	\$181,122
Community Benefits	
Annual Household Value of Reduced Commute Time	\$8,249
Annual Per-Pupil State Backfill	\$2,074
Subtotal Community Metrics	\$10,323
Opportunity Cost	
Annual Cost of Worker Turnover	-\$8,410
Cost of Structured Parking	-\$112,613
Subtotal Opportunity Cost Metrics	-\$121,022
Investment Multiplier	
Composite Return	\$312,467
Initial Investment	\$65,000
Multiplier	4.81x

[Note 1]: The net new resident household taxable spending and associated sales tax revenue generation are displayed for informational purposes; they are, however, theoretically incorporated in the total annual expansion of the economy.

Source: Economic & Planning Systems





For each unit of resident housing, an estimated 400 hours of time and 950 gallons of gasoline are saved from shorter commutes every year—equating to greater business productivity and an opportunity for residents to give back to their community.

Reduced Commute Times

More than 40,000 annual commuting hours are avoided by an investment in 100 resident housing units. This equates to approximately \$825,000 in value of time (\$20.40 per hour of intercity travel). It should be noted that this benefit is capitalized within the expanded economy calculations shown earlier and not additive to the investment multiplier estimate.

COMMUTE
TIME



Value of time
(\$20.40 per hour) for
more than 40,000
annual commute
hours eliminated

\$825
THOUSAND

Table 7. Value of Time

Value of Time Saved not Commuting	Factor	Value
Total Jobs in Resident Housing	2.2	220
Vail Jobs in Resident Housing	75%	165
Estimated Local Job-Cars	9%	150
Commute Minutes per Year	2,426,101	
Commute Hours per Year	40,435	
Value of Time for Intercity Travel (2018)	\$20.40	
Value of Time Saved not Commuting		\$824,874
Per-Unit		\$8,249

Source: LEHD on the Map; U.S. Department of Transportation; Economic & Planning Systems

Reduced Carbon Emissions

The analysis of environmental impact assumes that fewer workers need to commute in to their jobs, decreasing distance traveled and reducing carbon emissions. It further assumes that a greater number of workers will utilize Vail's free public transit.

An analysis of the in-commuter distribution shows that the average one-way distance traveled to Vail is approximately 63 miles (**Table 8**).

It is generally assumed that in-commuters living in closer proximity to Vail will account for larger shares of new occupants of resident housing. As such, it was assumed that the average distance traveled by new occupants of resident housing would have traveled 30 miles.

Over the course of a year, this reduction in commute time totals more than 2.2 million miles and represents more than 2 percent of all vehicle miles traveled by in-commuters. As a result, overall carbon emissions are reduced in the Vail Valley by 845 metric tons (2 percent of total estimated Vail in-commuter carbon emissions). It means that in-commuters save more than 95,000 gallons of gasoline per year. This annual savings means that enough energy is saved to charge more than 107 million iPhones, and is equivalent to the air-scrubbing benefits of nearly 14,000 tree seedlings grown for more than 10 years.

Table 8. Reduction in Carbon Emissions

Metric Tons of Carbon Monoxide Equivalency (MTCO₂e)	All In-Commuters	Resident Housing In-Commuters
Average Distance Travelled	63.3 miles	29.6 miles
# Commuters	3,276	150
Aggregate Vehicle Miles Travelled (VMT)	414,586	8,882
Agg. VMT / Year	103,646,600	2,220,594
Aggregate MTCO₂e	39,447	845
as % of All In-Commuters		2.1%

Source: LEHD on the Map; Economic & Planning Systems

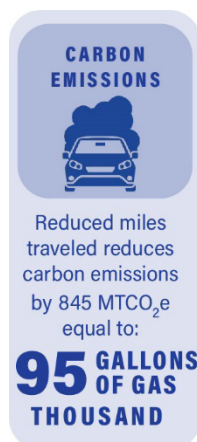


Table 9. Environmental Impact

The Environment	Value
Equivalencies of Carbon Emissions	
Emissions Reduction (MTCO₂e) from Shorter Commutes	845
Gallons of Gasoline Consumed (equivalent)	95,083
Number of Smartphones Charged (equivalent)	107,747,909
Tree Seedlings Grown for 10 Years (offset)	13,972

Source: U.S. Environmental Protection Agency; Economic & Planning Systems

Volunteerism

In a typical community, a portion of residents volunteer their time to local nonprofits, including the health care industry, arts and entertainment, or other community-oriented and civic services.

Using primary data from a statewide study of the nonprofit industry conducted in 2018, it is estimated that volunteerism among the population in resident housing could be as high as 200 hours per year. This would contribute more than \$1.2 million in labor value to the nonprofit community in Vail (at \$28.02 per hour of volunteer time).



Table 10. Value of Volunteerism

Value of Volunteerism	Factor	Value
Total Resident Housing Units		100
Jobs per Unit		2.2
Total Jobs in Resident Housing		220
Estimated Volunteer Hours per Year	201 [1]	44,118
Value of Volunteer Time (in CO)		\$28.02
Estimated Value of Volunteerism in Vail		\$1,236,200
Per-Unit		\$12,362

[1] Average annual hours of volunteering per year among nonprofits in a group of northwestern Colorado counties.

Source: Independent Sector; 2018 Colorado Nonprofit Survey; Economic & Planning Systems

Schools

An estimated 26 school-aged children are generated by the investment in 100 housing units, for which it is anticipated that the State of Colorado back-fills at a per-pupil rate of \$7,945 for Eagle County. This would contribute more than \$207,000 in revenues to Eagle County Schools annually.



Table 11. Schools Impact

Student Generation	Total
Town of Vail - Students to Housing Units [1]	0.26
Resident Housing Investment	100
Students Generated	26
Per Pupil Revenue (Eagle County Schools)	\$7,945
Eagle County School Revenue	\$207,449
Per-Unit	\$2,074

[1] U.S. Census American Community Survey 5-Year Estimates

Source: Economic & Planning Systems

Quality of Guest Experience



There is direct linkage between the quality of the guest experience and the supply of local employees. As part of this study, a range of employers were interviewed across a variety of sectors. Those with a high level of interaction with guests, such as food and beverage or services establishments, noted that they are concerned about their ability to maintain a high quality level of service given limited staffing resources. In the case of one restaurant, it chose to close down seating sections to concentrate the available servers. From its perspective, the loss of revenue is a reasonable tradeoff, given the otherwise slow pace of operations.

Other business owners commented that certain high-demand weeks, where the community is operating at both peak capacity and peak price point, the service can be the slowest. As Vail's customer base evaluates its options, it may consider other destinations that can provide the service expected with Vail's price point. The ability to deliver a high quality guest experience is directly correlated to Vail's competitive position, not only among ski town destinations but also warm weather destinations.

Vail's future economic vitality depends on the ability of businesses to fill positions. There is concern among some business owners about a decline in quality service in the recent past. Unfilled positions and the related service quality decline in Vail may continue without investment in solutions to attract and retain talent. It was also noted that guests are likely to feel more connected to Vail if they interact with employees who live locally, over an extended period of time, who are invested in the community. This type of employee conveys a commitment that resonates with guests and reinforces the premium brand Vail has built over the decades.



Economic Value

Expansion of the Economy due to Filled Positions

The availability of additional homes for residents and the workforce translates to a greater jobs market and fewer unfilled positions. It is estimated that approximately 123 full- and part-time positions would be filled as a result of Vail's resident housing investment (100 units), thereby expanding Vail's economy by an estimated \$18.1 million annually (1.2 percent increase).

FILLED POSITIONS



Estimated impact of 123 full- and part-time positions filled

\$18.1 MILLION

Table 12. Expansion of Total Spending in Vail Economy

<u>Return on Investment</u>	<u>Ripple Effects (Total Output Expansion)</u>			
Local Business Revenue	Direct	Indirect	Induced	Total
11 Ag, Forestry, Fish & Hunting	\$76,853	\$698	\$267	\$77,818
21 Mining	\$0	\$7,244	\$210	\$7,454
22 Utilities	\$0	\$5	\$7	\$12
23 Construction	\$2,838,283	\$81,277	\$14,527	\$2,934,087
31-33 Manufacturing	\$0	\$4,607	\$1,237	\$5,844
42 Wholesale Trade	\$610,911	\$20,786	\$7,855	\$639,552
44-45 Retail trade	\$906,678	\$248,706	\$259,371	\$1,414,755
48-49 Transportation & Warehousing	\$0	\$79,051	\$28,983	\$108,034
51 Information	\$0	\$39,827	\$22,752	\$62,579
52 Finance & insurance	\$459,252	\$438,401	\$204,832	\$1,102,485
53 Real estate & rental	\$741,771	\$520,976	\$397,111	\$1,659,858
54 Professional- scientific & tech svcs	\$458,698	\$283,170	\$46,160	\$788,028
55 Management of companies	\$0	\$156,752	\$17,180	\$173,932
56 Administrative & waste services	\$240,281	\$87,143	\$19,199	\$346,623
61 Educational svcs	\$237,132	\$6,627	\$42,498	\$286,257
62 Health & social services	\$365,213	\$3,600	\$361,779	\$730,592
71 Arts- entertainment & recreation	\$890,357	\$63,417	\$60,260	\$1,014,034
72 Accommodation & food services	\$2,904,377	\$65,913	\$172,932	\$3,143,222
81 Other services	\$2,763,965	\$87,711	\$102,288	\$2,953,964
92 Government	\$625,894	\$17,191	\$19,979	\$663,064
93 Non NAICs	\$0	\$0	\$0	\$0
Annual Expansion of Economy	\$14,119,665	\$2,213,102	\$1,779,427	\$18,112,194
Per-Unit	\$141,197	\$22,131	\$17,794	\$181,122

Source: Economic & Planning Systems

Resident Household Spending

Local resident households spend more of their income on retail goods and services in Vail than the daily spending patterns of in-commuters. It is estimated that Vail's resident housing investment yields a net new local resident household spending of approximately \$2.6 million per year.

Town of Vail Fiscal Benefits

Out of the net new local resident household spending it is estimated that \$2.1 million is *taxable* spending, which generates more than \$116,000 of sales tax revenues for Vail per year.



Table 13. Expansion of Total Spending in Vail Economy

<u>Return on Investment</u>	<u>Total</u>	<u>Taxable Ann. Tax Rev</u>	
Net New Local Spending			5.5%
11 Ag, Forestry, Fish & Hunting	\$98		
21 Mining	\$145		
22 Utilities	\$2		
23 Construction	\$12,064		
31-33 Manufacturing	\$610		
42 Wholesale Trade	\$3,296		
44-45 Retail trade	\$1,703,757	\$1,703,757	\$93,707
48-49 Transportation & Warehousing	\$29,821		
51 Information	\$10,066		
52 Finance & insurance	\$71,120		
53 Real estate & rental	\$179,977		
54 Professional- scientific & tech svcs	\$56,138		
55 Management of companies	\$39,085		
56 Administrative & waste services	\$14,980		
61 Educational svcs	\$8,384		
62 Health & social services	\$57,040		
71 Arts- entertainment & recreation	\$12,994		
72 Accommodation & food services	\$413,628	\$413,628	\$22,750
81 Other services	\$30,088		
92 Government	\$6,318		
93 Non NAICs	\$0		
Annual Net New Spending	\$2,649,611	\$2,117,385	\$116,456
Per-Unit	\$26,496	\$21,174	\$1,165

Source: Economic & Planning Systems



Opportunity Costs

In this analysis, two primary metrics are considered opportunity costs: 1) the Town's alternative of investing in structured parking for in-commuters; and 2) business costs associated with worker turnover, training, and lost productivity. It is acknowledged that another alternative Town investment to structured parking could be enhanced transit services and the capital and operational costs associated with it. For the purposes of simplifying the analysis, structured parking was evaluated as the core alternative.

Every year that Vail does not invest in resident housing and seeks to accommodate or incite economic growth means that either: a) Vail must build parking to accommodate the growing number of in-commuters and guests; or b) Vail's business community must endure perpetual business costs associated with worker turnover, training, and lost productivity.

In the overall analysis, opportunity costs are capitalized into estimates of return (i.e. the investment multiplier calculation) since they represent avoided costs to the economy.

Parking

The first of the opportunity costs relates to the costs of accommodating an expanding in-commuting workforce.

This cost is based on the recent construction of structured parking in Vail at approximately \$100,000 per space, but does not include the cost of land.



Table 14. Parking Impact

<u>Opportunity Cost</u>	Factor	Value
Parking Investment		
Resident Housing Investment		100
Jobs Represented by Housing Investment	2.2	220
Vail Jobs	75%	165
Net New Jobs to Economy	75%	124
New Cars Needing Parking	9%	113
TOV Parking Cost per Space		\$100,000
TOV Parking Investment Opportunity Cost		\$11,261,250
Per-Unit		\$112,612.50

Source: Economic & Planning Systems

This opportunity cost is further augmented by the fact that this would be an annual cost to Vail if it were to parallel to the goal of investing in 100 units of resident housing per year.

As shown in **Table 14** above, the cost of structured parking for an approximately 113 cars per day (accounting for local/non-local jobs, net new jobs to the economy, and carpooling) would be \$11.3 million.

Worker Turnover

If Vail opted to invest in resident housing (not parking), research and analysis indicates that local businesses could reduce their annual costs associated with turnover, job training, and lost productivity by an estimated \$840,000 per year.

This estimate reflects the weighted average of annual turnover costs for positions in different industries at different annual wage levels.

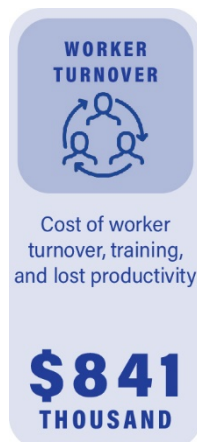


Table 15. Worker Turnover Costs

<u>Opportunity Cost</u>	Factor	Value
Local Business Revenue (Cost Associated with Job Turnover, Loss of Productivity, and Training)		
Resident Housing Investment		100
Jobs Represented by Housing Investment	2.2	220
Vail Jobs	75%	165
Net New Jobs to Economy	75%	124
Average annual training cost per jobs that would otherwise "turnover"		\$6,796
Annual Business Costs of Turnover, Loss of Productivity, and Training		\$840,959
Per-Unit		\$8,409.59

Source: QCEW; Center for American Progress; Economic & Planning Systems

5. Appendix

Terminology

Area Median Income (AMI) is a metric that identifies the point of a target geography's income distribution at which 50 percent of household earn more and 50 percent earn less. Percentages, such as 60, 80, 100, 120 percent of AMI are typically used to isolate levels of affordability within the distribution of households by income. The source of these data points is the Department of Housing and Urban Development, which defines local AMI annually.

Community Benefit broadly refers to the other quantitative and qualitative benefits, such as: 1) reduction in worker commute time; 2) reduction in carbon emissions resulting from shorter commutes; 3) presence of school aged children; 4) greater community and civic involvement; and 5) enhanced quality of guest experience.

Deed Restriction refers to a covenant in which it is stipulated that a property must be occupied as a primary residence by individuals who work a minimum of 30 hours per week in Eagle County.

Gross Regional Product (GRP) is a measure of regional economic activity that includes employee compensation, business/corporate profits, and local tax revenue generation.

Investment Multiplier is a measure, expressed as a ratio of broader economic returns (as measured by three components in this particular study) to an initial investment. The three components include: 1) the impact on the broader economy; 2) community benefits such as reduction in commute times and carbon emissions, increased volunteerism and presence of school-aged children; and c) the opportunity costs such as Vail alternatively investing in structured parking or enhanced transit service.

Opportunity Cost is the highest price or rate of return an alternative course of action, i.e. an investment, would yield. In this analysis, opportunity costs are characterized as: 1) the cost to provide structured parking, which could also be an alternative to increased transit service investment; and 2) the annual cost of worker turnover to the business community.

Output is a measure of total economic activity, also called "total spending", that characterizes the sum of successive rounds of industry, business-to-business, and household spending. As an example, output in the residential construction industry would be equal to the purchase price of a housing unit.

Quarterly Census of Employment and Wages (QCEW) is the Colorado Department of Labor & Employment's (CDLE) record of employment and wages for all of the state's employers. Records are reported at the individual establishment (i.e. address) level. Individual employer records are protected by confidentiality agreement.

Resident Housing refers to a deed-restricted for-sale or rental housing unit (new construction, rehabilitation, acquisition, or existing). Data to estimate the average per-unit investment were obtained through the VLHA.

Return on Investment (ROI) is an amount, typically expressed as a percentage, earned on an initial investment. The metric is calculated by dividing the initial investment (e.g. in resident housing) by the earnings before interest, debt, and taxes.

Table 16. Daytime Spending

<u>Return on Investment</u>	Input	Value
Resident Household Spending (Calculation Part 1)		
Resident Housing Investment		100
Jobs Represented by Housing Investment	2.2	220
Vail Jobs	75%	165
Net New Jobs to Economy	75%	124
Number of Previously In-Commuting Job-Holders	(Diff.)	41
Total Daily Spending by In-Commuting Job-Holders (ICSC)		
		\$20
Annual Spending by In-Commuting Job-Holders		\$206,250

Source: ICSC; Economic & Planning Systems

Table 17. Resident Housing Household Spending

<u>Return on Investment</u>	Value
Resident Household Spending (Calculation Part 2)	
Resident Housing Investment	100
Resident Households	100
Household Median Income (approximately 80% AMI)	\$64,000
Income Spent on Retail (NAICS 44/45)	35%
Gross Income Spent on Retail	\$22,400
Aggregate Income	\$2,240,000
Food Services	\$417,325
Retail	\$1,822,675

Source: ICSC; Economic & Planning Systems

Table 18. Commute Detail

All Colorado In-Commuters to the Town of Vail, 2015	Distance (Miles)	Commuters
Edwards CDP, CO	14.1 miles	572
Denver city, CO	97.1 miles	295
Avon town, CO	10.0 miles	292
Eagle town, CO	30.3 miles	222
Gypsum town, CO	37.2 miles	198
Minturn town, CO	7.3 miles	125
Leadville city, CO	37.5 miles	97
Leadville North CDP, CO	37.5 miles	84
Aurora city, CO	111.0 miles	74
Colorado Springs city, CO	140.0 miles	68
Boulder city, CO	108.0 miles	67
Lakewood city, CO	92.5 miles	52
Fort Collins city, CO	157.0 miles	45
Glenwood Springs city, CO	60.9 miles	39
Breckenridge town, CO	36.0 miles	37
Highlands Ranch CDP, CO	107.0 miles	37
Centennial city, CO	108.0 miles	32
Red Cliff town, CO	16.0 miles	32
Arvada city, CO	95.0 miles	29
Frisco town, CO	26.5 miles	26
Basalt town, CO	84.0 miles	24
Aspen city, CO	102.0 miles	23
Broomfield city, CO	107.0 miles	23
Carbondale town, CO	73.9 miles	22
Longmont city, CO	130.0 miles	22
Silverthorne town, CO	30.2 miles	21
Westminster city, CO	99.8 miles	21
El Jebel CDP, CO	79.7 miles	20
Grand Junction city, CO	147.0 miles	19
Loveland city, CO	144.0 miles	19
Thornton city, CO	104.0 miles	19
New Castle town, CO	73.1 miles	18
Rifle city, CO	87.5 miles	17
Castle Rock town, CO	123.0 miles	15
Englewood city, CO	101.0 miles	15
Dotsero CDP, CO	42.5 miles	14
Ken Caryl CDP, CO	97.0 miles	14
Parker town, CO	118.0 miles	14
Steamboat Springs city, CO	93.1 miles	14
Craig city, CO	118.0 miles	13
Dakota Ridge CDP, CO	93.8 miles	12
Twin Lakes CDP, CO	57.7 miles	12
Silt town, CO	80.0 miles	11
Columbine CDP, CO	99.4 miles	10
Commerce City city, CO	103.0 miles	10
Dillon town, CO	31.8 miles	10
Littleton city, CO	103.0 miles	10
Other	126.8 miles	411
Average/Total	63.3 miles	3,276

Source: LEHD on the Map; Economic & Planning Systems

Lite Deed Restriction Program Potential Properties

Neighborhoods	# Units	MLS Average Price	MLS Median Price	Average RealAVM	Average Market Value
Prospector	509	243,312	234,000		
<i>New Claim</i>	57	\$ 285,561		\$ 349,675	\$ 255,789
<i>Carriage House</i>	125	\$ 165,709		\$ 215,830	\$ 159,976
<i>Prospector Condos</i>	295	\$ 159,820		\$ 202,379	\$ 134,424
<i>Fireside</i>	24	\$ 291,843		\$ 414,450	\$ 122,500
<i>Ironhorse</i>	8	\$ 285,500		\$ 336,450	\$ 258,750
Old Town	144	682,328	650,000		
<i>Treasure Mountain Inn</i>	56	\$ 378,438		\$ 704,564	\$ 350,533
<i>Blue Church Lodge</i>	8	\$ 517,370		\$ 548,813	\$ 338,875
<i>Park Station</i>	80	\$ 544,688		\$ 658,345	\$ 408,160
Park Meadows	182	1,044,750	1,050,000		
<i>Racquet Club</i>	182	\$ 594,024		\$ 1,169,679	\$ 569,091
Bonanza Park	118				
<i>Copper Bottom Inn</i>	34	\$ 266,750		\$ 388,552	\$ 240,728
<i>Com-Park</i>	13	#N/A		\$ -	\$ 183,462
<i>Homestake</i>	42	\$ 332,250		\$ 541,829	\$ 210,000
<i>Claimjumper</i>	29	\$ 379,125		\$ 598,607	\$ 354,533
Thanyes Canyon	129	757,958	762,375		
<i>Payday</i>	51	\$ 789,645		\$ 683,710	\$ 680,000
<i>Three Kings</i>	78	\$ 739,714		\$ 812,024	\$ 646,154
Resort Base	430	571,500	440,000		
<i>Crescent Ridge</i>	62	\$ 845,667		\$ 1,539,533	\$ 939,844
<i>Resort Center</i>	83	\$ 497,173		\$ 597,971	\$ 462,382
<i>Marsac Mill/ Silver Mill</i>	10	\$ 1,176,000		\$ 847,667	\$ 376,652
<i>Mountainside</i>	180	#N/A		\$ 530,813	\$ 367,169
<i>Lowell</i>	13	\$ 1,244,000	1,199,000	\$ 2,435,500	\$ 1,259,815
<i>Silver King</i>	82	\$ 373,045		\$ 465,303	\$ 295,488
Woodside Area	325	457,433	440,940		
<i>Powder Pointe</i>	32	\$ 361,164		\$ 604,088	\$ 287,575
<i>Woodside Chalet</i>	14	\$ 456,733		\$ 515,371	\$ 387,500
<i>Interline</i>	10	\$ 621,250		\$ 827,510	\$ 394,000
<i>Silver Town</i>	18	\$ 460,333		\$ 633,300	\$ 465,556
<i>Snowcrest</i>	54	\$ 358,833		\$ 408,589	\$ 344,630
<i>Edelweiss Haus II</i>	47	\$ 429,791		\$ 451,489	\$ 365,745
<i>Sunflower</i>	8	\$ 897,500		\$ 783,700	\$ 360,000
<i>Alpenhof</i>	9	#N/A		\$ 597,856	\$ 130,556
<i>1465 Park Ave</i>	5	#N/A		\$ 651,960	\$ 296,400
<i>Lift Line</i>	15	\$ 525,000		\$ 749,013	\$ 487,720
<i>14th St Townhomes</i>	2	#N/A		\$ 819,650	\$ 470,000
<i>Wildwood</i>	28	\$ 511,759		\$ 677,196	\$ 527,857
<i>Silver Cliff</i>	21	\$ 679,611		\$ 759,543	\$ 626,190
<i>1378 Park Place</i>	8	#N/A		\$ 897,350	\$ 452,125
<i>Powderkeg</i>	8	\$ 436,000		\$ 618,475	\$ 415,000
<i>Silvermine West</i>	6	\$ 460,000		\$ 676,817	\$ 425,000

<i>Wasatch</i>	17	\$	451,700	\$	677,288	\$	440,000
<i>Victorian Villiage</i>	23	\$	409,929	\$	458,057	\$	360,000
<i>Grand Total</i>	1,837						

Council Agenda Item Report

Meeting Date: July 15, 2021

Submitted by: Jonathan Weidenhamer

Submitting Department: Sustainability

Item Type: Work Session

Agenda Section:

Subject:

4:30 p.m. - Discuss Park City Soils Management Facility

Suggested Action:

Attachments:

[Soils Management Facility Staff Report](#)

[Exhibit A: Public Information Recap](#)

[Exhibit B: Gordo Project Summary](#)

[Exhibit C: KKR Legal Fact Sheet](#)

[Exhibit D: Impacted Soil Characteristics](#)

[Exhibit E: IGES Soils Facility Design Memo](#)

[Exhibit F: PCMC Operations Plan Draft](#)

[Exhibit G: Construction/Soils Mitigation Template](#)

[Exhibit H: Soil Hauling Analysis](#)

[Exhibit I: Height Analysis](#)

City Council Staff Report



Subject: Park City Soils Management Facility
Author: Jonathan Weidenhamer
Department: Economic Development
Date: July 15, 2021

Recommendation

Consider the input received during the 60-day engagement process for the proposed Park City Soils Management Facility, review the supporting technical documents, receive a briefing on alternatives, and hold a public hearing. Provide staff with direction on next steps.

Executive Summary

After years of exploring alternatives to store mine-impacted soils from City projects, the City Council authorized staff to proceed with the Utah Department of Environmental Quality (UDEQ) feasibility and permitting process for the Park City Soil Management Facility at the Gordo site on June 18, 2020. In response to community concerns raised subsequently, the Council directed a 60-day community and stakeholder engagement process to educate and take input regarding the proposed approach. Accordingly, staff conducted extensive community outreach and education efforts. As a result of the outreach, three alternatives seem to reflect the sentiments of the community feedback with regard to potential next steps, including a "no action", "refined-scope action", and "additional testing and policy evaluation" alternatives.

Background

Park City's mining legacy has significant environmental implications for our water and soils. From 1875 to 1967, mining companies extracted over 16 million tons of ore using mills operating on the banks of Silver Creek, which runs from upper Empire Canyon (above Main St.) through Bonanza Park, Prospector, and Quinn's Junction to I-80. In 1910, a farmer downstream in Wanship filed the first lawsuit against a Park City mining company, resulting in a group of mining interests banding together to purchase land at Richardson Flat to store their mine waste.

The Silver Creek watershed also includes numerous soil cleanup locations, including portions of Empire Pass, Daly Canyon, the Old Town Transit Center, Prospector, Park City Heights, and four large EPA Operable Units (OUs) in the Silver Creek Basin. For example, Park City Heights built a 5.3 acre repository in 2016 that holds approximately 68,000 cubic yards (cy) of mining-impacted soils. Several other jurisdictions are currently pursuing various resolutions to legacy soils issues, including Summit County, Wasatch County, and the Military Installation Development Authority (MIDA).

Most of Park City's mine-impacted soils are subject to Park City Municipal Code [Section 11-15: Park City Landscaping And Maintenance Of Soil Cover](#) (known as the "Soils Ordinance"). This Section applies to a large geographic area in Park City within which all dirt, no matter its content, must either be covered with six inches of appropriate cover material, or if disturbed (i.e. through excavation for construction), capped on-site or relocated to a repository in compliance with local, state, and federal requirements.

In addition, most of Park City's mine-impacted soils fall under a specific Congressional and U.S. Environmental Protection Agency (EPA) classification called "Bevill Waste" because they are byproducts of the hard rock mining process. This designation regulates how mine-impacted soil is handled, managed, and stored.

For several decades, the City researched various locations near or within the city to find an effective solution for mine-impacted soils consistent with the collaborative watershed-wide cleanup effort involving the EPA, United Park City Mines (UPCM), Summit County, and community stakeholders. This approach originally prioritized solutions that avoided the inefficiency and conflict of a more traditional regulatory and litigation approach. [The Silver Creek Watershed project](#) for many years successfully addressed the ongoing needs generated by municipal, private, and residential construction projects because the City was allowed to use the Richardson Flat repository for soil storage. (See Figure 1.)

Figure 1: Richardson Flat Repository Area



In 2010, EPA notified PCMC that the existing repository at Richardson Flat would be closed due to concerns about capacity limits. Subsequently, the City undertook individual discussions with state and federal regulators regarding short and long-range solutions. Since then, the City has either temporarily stored soils at the Gordo site or hauled soils 75-110 miles away to landfills in Tooele County. The City seeks a more responsible solution both in a shorter-term and long-term context.

In anticipation of several pending City construction projects, the City evaluated previous research and analysis of storage options. At the June 18, 2020, Park City Council meeting, with the initial support of the Utah Department of Environmental Quality, the City Council directed staff to begin the UDEQ permitting process to operate a limited-operation soils management facility (SMF) at the Gordo site. (See Figure 2.) ([June 18, 2020](#)).

Figure 2: Gordo Site Location



This item has appeared before City Council on five publicly noticed agendas ([June 18, 2020](#); [Nov. 19, 2020](#); [Feb. 25, 2021](#); [May 13, 2021](#); and [June 17, 2021](#)).

On May 13, 2021, City Council asked to conduct a 60-day community and stakeholder engagement process. Subsequently, a [project website](#) was created, five neighborhood meetings held, and a host of electronic notifications via social media and email, a direct mail piece to all 7,425 addresses in the 84060/68 zip codes, two public forums (one online and one in-person), and a Coffee with Council that includes UDEQ representatives were undertaken. See Exhibit A for a detailed overview of the engagement efforts, links to recordings of meetings and forums, and additional background information.

Concurrently, a series of outside reports and technical analysis were conducted, including a comprehensive Project Overview (Exhibit B) and the City's team of outside environmental professionals and subject matter experts produced technical documents, incorporated into this report as exhibits, that include the following:

- [Regulatory and Legal Fact Sheet \(Kaplan Kirsch & Rockwell LLP \(KKR\)\)](#). KKR provides outside legal expertise to the City related to various cleanup and development-related matters associated with historic mining operations in and around the City. KKR has provided advice on a potential 3-party agreement between United Park City Mines/EPA/PCMC to find a long-term solution for mining-impacted soils. KKR's fact sheet identifies the regulatory requirements and legal liabilities associated with operating the SMF.
- [Impacted Soils Characteristics – AECOM](#). The author is an environmental engineer with over 22 years of experience investigating and remediating sites impacted by historic mining activities. Additional contributors are PhD level

toxicologists specializing in lead exposure and impacts at sites across the U.S. The memo addresses constituents of potential concern/exposure routes, fugitive dust exposure control, leachability and groundwater, and potential risk.

- Facility Design Components (IGES). IGES is responsible for the SMF design and engineering. This memo provides an overview of the design, materials, construction, groundwater monitoring, and post-closure monitoring requirements.
- Repository Operations and Management Plans (PCMC). An overview of standard operating procedures and part of the UDEQ permit application, this document includes, and is not limited to information on: Waste Stream Management (including types of waste allowed/prohibited); Monitoring and inspections; Groundwater; Maintenance (including Fugitive dust); Reporting obligations; and Emergency Procedures.
- Construction Mitigation Plan Template - Site Excavation & Hauling - (City). Every PCMC building permit includes a Construction Mitigation Plan (CMP) to mitigate the impacts of the activity. Typical to any other project within the soils ordinance, a specific soils management plan will address the excavation, storing, and hauling of soils and dust and mud from leaving the site. A CMP template is provided and is not site-specific.
- Soil Hauling Analysis: Number of trips/traffic impacts (City). This memo quantifies the number of trips to take the soils to Gordo and compares if all the soils were hauled elsewhere. An analysis is provided that confirms both the roadways and intersections can handle the trips without a reduction in level of service (more congestion).
- Height Analysis (EWG/IGES). This exhibit illustrates the existing and proposed grades for the berms at the Gordo site. If built to a maximum capacity of 117,000 cy, the maximum berm finished height will be approximately 19' above the current grade. The final grading plan allows for a consistent, revegetated slope to minimize any visual impact.

Analysis

The June 2020 SMF proposal remains a viable, project-specific, and relatively time-limited solution for responsibly remediating the soils currently stored on-site at Gordo along with anticipated project-specific public construction projects (see Figure 3).

Figure 3: Anticipated Soil Storage Volumes

Landfill Soil Needs	
Generating Site/Project	Current Estimate CY
Currently at Gordo	35,000
Arts and Culture*	60,000
Homestake - Complete Street*	1,450
Munchkin (Roadway expansion)	1,200
Homestake Affordable Housing Project	2,000
Public Utilities - Homestake H2O/Ops	1,000
Gordo/RU - Utilities*	1,200
Prospector - Residential*?	5,000
OTIS - Park Avenue Reconstruction*	400
Total	107,250
* estimates	

The Gordo project is proposed as part of the City's and community's long-term environmental initiatives. Additional alternatives and discussions with the EPA will continue regardless of whether the City proceeds with Gordo as proposed.

Alternative 1: Decline to proceed with the SMF at Gordo. Explore scope changes to proposed construction project and/or other sources of funds for increased soils mitigation expenses.

Alternative 2: Approve moving forward with the SMF as proposed. Move forward with the UDEQ application, site planning, and the City land use permitting process as previously directed by Council.

Alternative 3: Approve moving forward with the SMF but with scaled-down volumetrics and more tightly time-limited period of operation. Permutations could include:

- 3a: A one-cell SMF that is open for one discrete construction season to receive the 35,000 cy on-site Gordo soil, then immediately closed.
- 3b: A one-cell SMF open for one discrete construction season then immediately closed containing:
 - o The current 35,000 cy at Gordo.
 - o The expected soils from the Homestake affordable housing project and Munchkin/Homestake/Woodbine Road reconstructions (7,000 cy).
- 3c: A two-cell SMF, open for discrete operating periods where:
 - o Cell 1 is either 3a or 3b above.
 - o Cell 2 is open for Arts and Culture soil and then immediately closed.
- Under a discrete operating window, an ongoing residential household program would not be available.

Alternative 4: Continue to answer public questions, conduct additional soil hauling study, collect additional soil sampling data, and reengage with the EPA.

This approach would take 3-6 months:

- Continue to receive public input and provide answers.
- Reengage with the EPA to access Richardson Flat.
- Refine the size and scope of the proposed cells to a project-specific list.
- Conduct additional soils testing (i.e., the Homestake affordable housing lot, Arts and Culture site, Woodside Avenue).
- Continue UDEQ permit application. and
- Explore recent transportation cost assertions to compare with current cost estimates.

Funding

The Capital Projects Fund contains budget for a soils solution.

Attachments

- A. Overview of Public Engagement Process and Results – PCMC

- B. Project Overview – PCMC
- C. Regulatory and Legal Fact Sheet - Kaplan Kirsch & Rockwell LLP
- D. Impacted Soils Characteristics – AECOM
- E. Facility Design Components - IGES
- F. Repository Operations and Management Plans – PCMC (per UDEQ Permit)
- G. Construction Mitigation Plan Template - Site Excavation & Hauling - PCMC
- H. Soil Hauling Analysis: Number of trips/traffic impacts – PCMC
- I. Height Analysis, existing v. proposed grades – Elliott Work Group.

Exhibit A - Park City Soils Management Facility

Public Engagement and Information Report

April 28, 2021 – July 13, 2021



**Virtual/In-person
Information
Sessions**

April 28, 2021

Park City Soils Repository Overview and Q&A

[Facebook Live Recording](#)

616 views

20 Zoom attendees

May 25, 2021

Prospector Neighborhood Information Session and Q&A

[Meeting Recording](#)

20 in-person attendees

11 Zoom attendees

31 total attendees

June 02, 2021

Park City Heights Neighborhood Information Session and Q&A

[Meeting Recording](#)

25 in-person attendees

10 Zoom attendees

35 total attendees

June 25, 2021

Quinn's Junction Area Stakeholder Information Session and Q&A

11:30-1:00 p.m.

[Meeting Recording](#)

6 in-person attendees



June 22, 2021

In-person/Virtual Community Panel Discussion and Q&A

[Facebook Live Recording](#)

792 views

30 in-person attendees

June 28, 2021

Virtual Community Panel Discussion and Q&A

[Facebook Live Recording](#)

377 views



Special Edition Coffee with Council

July 13, 2021

Coffee with Council

6:00 - 7:30 p.m.

Virtual event on Facebook Live (@ParkCityGov't) and Zoom:

<https://us02web.zoom.us/j/85314244653>



Public Hearing

July 15, 2021

Park City Council Public Hearing



Engage Park City Project Website

[Website](#) launched on April 30, 2021

1.7K visitors

27 questions/comments submitted and answered



Project update emails

[E-Notify](#) platform established to deliver meeting and project discussion updates to subscribers.



PUBLIC FEEDBACK OPPORTUNITIES
Public feedback is essential and encouraged. Learn more, share your questions and comments, and find a schedule of upcoming public information sessions at engageparkcity.org/parkcitysoilsrepositoryoverview.

PROJECT CONTACT | JONATHAN WEIDENHAMER
Park City Municipal Economic Development Manager
jweidenhamer@parkcity.org | 435-640-3723



P.O. Box 1480
Park City, Utah 84060

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PARK CITY SOILS MANAGEMENT

(GORDO) FACILITY OVERVIEW

HISTORY

Park City's mining legacy has significant environmental implications for the water we drink, the open space we recreate in, and the land we live on. From 1875 to 1967, over 1.6 million tons of ore were extracted from mills operating on the banks of Silver Creek, which runs from upper Doly Canyon to 1400.

In 1984, the Environmental Protection Agency (EPA) began efforts to remediate the Silver Creek Watershed. By 1998, six locations in Park City were included as EPA Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS) sites, including Empire Canyon, Richardson Flats, and the Lower Silver Creek area. The watershed also includes numerous soil cleanup locations, including portions of Empire Pass, Doly Canyon, the Old Town Transit Center, Prospector, Park City Heights, and four large EPA Operable Units in the Silver Creek Basin.



Most of Park City's mining-impacted soils are subject to PCMC Code Section 11-15, Park City Landscaping and Maintenance of Soil Cover commonly referred to as the Soils Ordinance. This was created in concert with the EPA's initial efforts to clean up Park City. The Soils Ordinance applies to a large geographic area (Soils District) in Park City. No matter its content, soil in this area must either be covered with six inches of an appropriate material, capped within the boundary of the soils ordinance (one of the primary reasons for the expiration of the current location), or relocated to a repository in compliance with local, state, and federal requirements.



Project mailer

84060/68 (7,425 recipients)

Distributed week of June 28, 2021



Local Media
Outreach

KPCW

[Park City Council OKs Location For New Soils Repository and ...](#)

Jun 22, 2020 ... **Park City** Council member Tim Henney says the city has been struggling with what to do for contaminated **soil** left over from the city's mining days.

[Park City To Host Panel Discussion On Contaminated Soils ...](#)

Jun 21, 2021 ... **Park City** is weighing options on what to do with its toxic **soil**. Right now it's looking like the **soil** could be stored in a repository near Quinn's ...

[Park City Soils Panel Draws Strong Rebuke From Summit County ...](#)

Jun 23, 2021 ... The contaminated **soil** found in **Park City** is the byproduct of the city's days as a mining town in the 19th and 20th centuries. According to the city's ...

[Panel Discussion for Park City's Proposed Contaminated Soils Site ...](#)

Jun 22, 2021 ... As **Park City** Municipal continues its 60-day outreach period for the proposed contaminated **soils** site along SR 248, the city will be hosting a ...

[Park City To Host Additional Panel And Q&A On Contaminated Soils ...](#)

Jun 28, 2021 ... Still have lingering questions about the proposed contaminated **soils** repository in **Park City**? **Park City** Municipal Government is hosting ...

[Residents Push for More Time to Comment on Quinn's Junction ...](#)

May 3, 2021 ... The Gordo property, the site of a new proposed contaminated **soil** dump, lies east of **Park City** in Quinn's Junction. The deadline to submit ...

[Park City Staff Seeks 60-Day Outreach and Education Period for ...](#)

May 12, 2021 ... **Park City** Council will be holding a work session on the proposed toxic **soils** repository at the Gordo Property along SR 248 at Thursday's ...

[Park City Citizens Say Gordo Decision Should Be 'by the Community ...](#)

May 15, 2021 ... Discussion around a proposed toxic **soils** site on the outskirts of **Park City** along SR 248 have taken center stage over the past several weeks ...

[Soils Commission Makes Recommendations To Park City Council ...](#)

Jul 29, 2013 Ribbon **Soils** Commission forwarded 11 recommendations to the **Park City** council after its meeting Monday. KPCW's Leslie Thatcher reports.

[PC Council To Consider New Location For Recycling Center And ...](#)

Jun 18, 2020 ... The Park City Council today will consider whether it wants about 20 ... for contaminated soil and the location for a new Park City Recycling ...

[City Council Discusses Soil Responsibilities At Length | KPCW](#)

Aug 2, 2013 ... At its Thursday meeting, the **Park City** council entered a long discussion about the relative responsibility of homeowners and landscapers in ...

[Recycle Utah Will be 'Joining the Rest of the Community' During ...](#)

May 18, 2021 ... Wawra said when it comes to the recycling center, given **Park City's** history of contaminated **soils**, the new facility won't be planting things in the ...

[Park City Attorney and Small Business Owner John Greenfield ...](#)

Jun 11, 2021 ... "I've already mentioned the proposed **soils** repository on the 248, that we need to 'dump the dump,' so to speak ... I have created a platform. My ...

Park Record

Summit County official has 'zero aspiration' for Park City mayor's office after soils criticism

Summit County Councilor Roger Armstrong, who unsuccessfully campaigned for the mayor's office in Park City four years ago, says he will not mount a second bid for the top post at the Marsac Building this year. He has emerged in recent weeks as a prominent critic of a City Hall concept to build a facility to store contaminated **soils**.

Published: June 30, 2021

Park City mayor says widespread confusion remains about contaminated soils facility

Mayor Andy Beerman indicated important decisions regarding City Hall's concept to build a facility to store contaminated **soils** could be delayed as leaders continue to consider the idea and gather input.

Published: June 26, 2021

Park City contaminated soils efforts lead to verbal sparring with Summit County official

A member of the Summit County Council engaged Park City officials as tensions continued regarding a City Hall concept to build a facility to store materials containing silver mining-era contaminants along the S.R. 248 entryway. Roger Armstrong has emerged as one of the high-profile critics of the efforts to build a facility known as a repository.

Published: June 23, 2021

Park City contaminated soils facility: Who would be held responsible if it fails?

A City Hall-retained law firm has outlined potential municipal liabilities should officials develop a controversial facility to store **soils** containing contaminants dating to Park City's silver-mining era, a list that includes the prospects of a failure of the facility. The liabilities were included in a three-page document classified as a regulatory and legal fact sheet.

Published: June 22, 2021

[Park City readies gathering about contaminated soils amid continued worries about health, environment](#)

Park City next week has scheduled an informational event centered on the municipal government's controversial efforts to develop a facility to store **soils** contaminated during Park City's silver-mining era.

Published: June 19, 2021

[Letters, June 19-22: Take these considerations into account with the proposed toxic soils facility](#)

Beverly Hurwitz offers several considerations to think about regarding City Hall's proposed facility to store contaminated **soils**.

Published: June 19, 2021

[Park City cancels bidding for construction of contaminated soils facility](#)

City Hall has canceled a bid process that was meant to secure the services of a firm to build the first cell of a controversial facility where **soils** contaminated during Park City's silver-mining era would be stored.

Published: June 10, 2021

[Park City contaminated soils talks linked to City Hall election in anonymous text message](#)

An anonymous text message was sent Monday afternoon linking the upcoming Park City election to a controversial concept by City Hall to build a facility to store **soils** containing contaminants dating to the community's silver-mining era.

Published: May 25, 2021

[Park City officials address contaminated soils facility, saying concept was not a secret](#)

Park City leaders on Thursday addressed the concept of building a facility to store **soils** with contaminants from the community's silver-mining era, focusing the discussion on the efforts to publicize the prospects of developing what is known as a repository.

Published: May 14, 2021

[Park City councilor declines to join other officials in signing statement about disputed soils facility](#)

A member of the Park City Council opted against joining the other elected officials in signing a statement centered on the controversial concept to build a facility along the S.R. 248 entryway to store **soils** containing silver-mining era contaminants. City Councilor Nann Worel's name was left off the one-page statement.

Published: May 13, 2021

[Park City readies public-relations campaign for controversial contaminated soils facility](#)

Park City wants to execute a public-relations effort to outline the concept to build a facility along the S.R. 248 entryway to store **soils** containing contaminants from Park City's silver-mining era, outlining a 60-day effort designed to explain the idea as many Parkites appear to be concerned about the prospects of a project.

Published: May 12, 2021

[Letters, May 12-14: City Hall will dig into issues regarding soils landfill](#)

Dick Roth writes that he trusts City Hall to examine the important issues as it considers building a facility to store contaminated **soils**.

Published: May 12, 2021

[Record editorial: Park City must earn the public's support or dump planned soils repository](#)

Our view: Should Parkites continue to oppose the concept of building a toxic waste dump in their backyard, City Hall should walk away from the project.

Published: May 8, 2021

[Park City seeks bids to build controversial storage facility for contaminated soils](#)

City Hall is seeking bids from firms interested in winning a contract to build the first cell of a controversial facility officials have proposed along the S.R. 248 entryway where the government wants to store **soils** contaminated from the silver-mining era.

Published: May 7, 2021

[Guest opinion: Environmental impacts of proposed contaminated soils site deserve close study](#)

"Proponents should be honest about what they plan to put in a landfill," writes Thomas Jacobson, "and everyone should understand the consequences if the geology and hydrology have not been properly studied."

Published: May 7, 2021

[Park City outlines concept to store contaminated soils along entryway](#)

Park City is continuing to take steps to build a facility along the S.R. 248 entryway to store **soils** containing contaminants from the community's silver-mining era, an effort that has drawn attention in recent days.

Published: May 4, 2021

[Summit County councilor worried about Park City's plans for contaminated soils](#)

A member of the Summit County Council has raised questions about a concept under consideration at City Hall to build a facility along the S.R. 248 entryway to store **soils** containing silver mining-era contaminants, a rare appearance by a County Courthouse official in a Marsac Building issue.

Published: May 4, 2021

[Drought, worst in history, hits Summit County ranchers](#)

Summit County's ranchers and farmers say the drought could be an existential threat. "We've been at this 80 years, but this one's a little different," one said.

Published: July 10, 2021

[Guest editorial: Big projects need unified perspective](#)

In a guest editorial, Jack Rubin argues that while each may have its merits, taken together, the development projects currently in front of Park City are "potentially devastating."

Published: July 10, 2021

[Guest editorial: Consistency of thought, please](#)

When it comes to environmentally friendly ideals, guest columnist Bill Humbert writes that Park City is not practicing what it preaches.

Published: July 8, 2021

[City Council votes 4 to 1 to open parcel of land earmarked for the Arts and Culture District to public art and live music](#)

City Council approves proposal to use land that will eventually become Park City's Arts and Culture District.

Published: July 7, 2021

[Record editorial: Park City repository talks are forecast to stay hot](#)

Record editorial: Park City repository talks are forecast to stay hot

Published: July 7, 2021

KUER

Park City Residents Say There Needs To Be More Input On Toxic Soil Repository

Park City officials held a panel Tuesday night to answer questions about a proposed toxic soil repository near the outskirts of town.



EXHIBIT B - CAPITAL PROJECT SUMMARY

The Park City Bevill Waste Soils Management Facility

3821 Kearns Boulevard



Jonathan Weidenhamer, Economic Development Manager, Park City Municipal
Matthew Twombly, Senior Project Manager, Park City Municipal
Brett Mickelson, P.E., Intermountain GeoEnvironmental Services Inc. (IGES)

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1. Project Overview
 - A. Executive Summary
 - B. Proposed Gordo Bevill Waste Soil Repository
 - i. Site Information
 - ii. Project Scope
 - iii. Project Budget & Costs
 - iv. Operations
 - v. Project Milestones
2. Next Steps & Public Engagement Opportunities
 - i. [2021 Spring Projects Open House – May 11, 2021](#)
 - ii. City Council work session May 13, 2021
 - iii. Council Policy Direction
3. Additional Information
4. Project Management Team

1. Project Overview

A. Executive Summary

In Park City, historic mining activities present a constant challenge for both the public and private sectors regarding soils management. Environmental impacts, costs, site-suitability, public perception, government regulation, health concerns, and externalizing impacts are just a few of the issues related to mitigating our mine-impacted soils.

Most of Park City's mine-impacted soils are subject to Park City Municipal Code [Section 11-15: Park City Landscaping And Maintenance Of Soil Cover](#) (known as the "Soils Ordinance"). This Section applies to a [large geographic area](#) (see Figure 1) in Park City within which all dirt, no matter its content, must either be covered with 6 inches of appropriate cover material, or if disturbed (i.e. through excavation for construction) capped on-site or relocated to a repository in compliance with local, state, and federal requirements.

Figure 1: Park City Soils Ordinance Boundary



In addition, most of Park City's mine-impacted soils fall under a specific Congressional and EPA classification called "Bevill Waste" because they are byproducts of the hard rock mining process. The Bevill Waste classification regulates how mine-impacted soil is handled, managed, and stored.

As a result of our mining history, the Park City area includes numerous voluntary soil cleanup areas, locations where mine-impacted soils have been capped on-site, EPA-led enforcement and removal actions, and use of repositories and disposal facilities. The most notable include portions of Empire Pass, Daly Canyon, the Old Town Transit Center, Creole Gulch/Alice Load, Park City Heights, Prospector, and four large EPA Operating Units (OU) along the Silver Creek basin (between Prospector and Interstate 80).

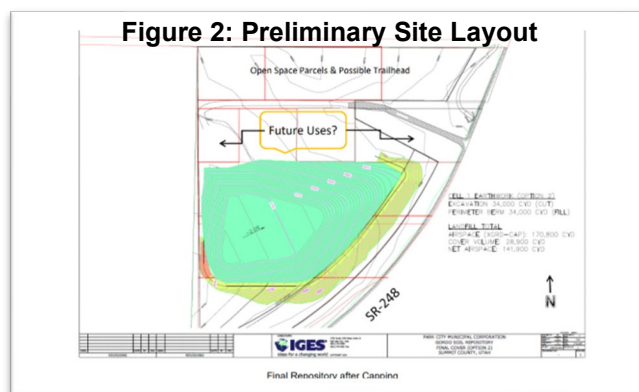
B. Proposed Gordo Bevill Waste Soil Repository

For several decades, Park City Municipal Corporation (PCMC) researched various locations near or within the town to find an effective solution for mine-impacted soils consistent with the [collaborative watershed-wide cleanup effort](#) involving the U.S. Environmental Protection Agency (EPA), United Park City Mines (UPCM), Summit County, and community stakeholders. This approach originally prioritized solutions that avoided the inefficiency and conflict of a more traditional regulatory and litigation approach. The Silver Creek Watershed project for many years successfully addressed the ongoing needs generated by municipal, private, and residential construction projects.

Unfortunately, due to a complex convergence of factors, both PCMC and Summit County had to undertake individual discussions with state and federal regulators regarding short and long range solutions. To stay responsive to our communities and preserve budget predictability of ongoing capital projects, we had to continue parallel planning for safe management of mine-impacted soils.

On June 18, 2020, the Park City Council considered various alternatives during a public meeting, which included the advice of the Utah Department of Environmental Quality (UDEQ) regarding a future soil repository. Staff recommended and City Council confirmed that the “Gordo site,” located behind the intersection of Richardson Flat Road and SR-248 was a viable option to consider because:

- The zoning allows for municipal use;
- The property is owned by the City and unencumbered with deed restrictions or conservation easements;
- The location is mostly shielded from view from SR-248 due to natural topography;
- The site is not located near residential and commercial uses;
- The property does not include any environmentally sensitive habitat, watershed, or other ecological features; and
- Use of the property would result in significant savings, estimated at +/- \$14 million at the time (since revised up to closer to \$17 million).

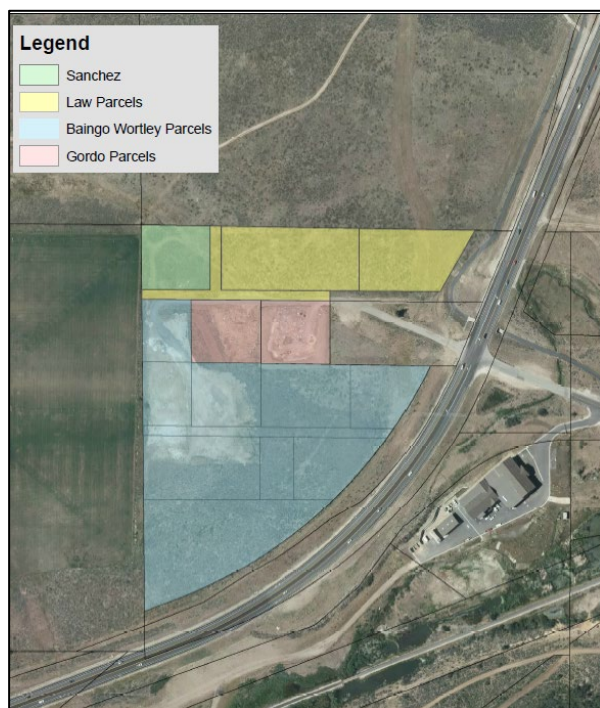


After receiving positive direction at the June 18 Council Meeting, staff undertook a series of feasibility steps. These activities included procurement of water and environment/soil repository experts, initiating the UDEQ planning and regulatory process, initial site planning (see Figure 2), and providing additional updates at regular City Council Meetings in November 2020 and February 2021.

The UDEQ protects and safeguards Utah's air, land, and water through balanced regulation. UDEQ's Solid Waste Program administers permitting and compliance programs for non-hazardous solid waste treatment, storage, and disposal facilities throughout the State. UDEQ has reviewed PCMC's Class I Landfill Permit Application and issued a draft permit that was subject to a 30-day public comment period.

PCMC's proposal contemplates two soil cells, a new Recycle Utah headquarters, PCMC public works storage, and a trailhead with limited parking. The cells would only be open for municipal use, and likely on a limited basis by appointment for Park City residents within the Soils Ordinance boundary. It would not be available for commercial development or other projects outside the Soils Ordinance boundary and will be permitted to accept only Bevill Waste.

i. Site Information



The Gordo site includes parcels located adjacent to 3821 Kearns Boulevard in the northwest quadrant of Quinn's Junction. The 21.1 acre site is within Park City, approximately 2.5 miles northeast of the City's town center.

The Gordo parcels (Figure 3) are zoned Residential Development ([RD Zone](#)), except three parcels at the north end zoned Recreation Open Space ([ROS Zone](#)). Municipal uses are allowed in the RD zone. The open space parcels are not part of the proposed construction area for the repository, but were included within the UDEQ overall application site area to improve connectivity and planning opportunities, including post-closure parking and access alternatives.

Today, a portion of the area serves as a temporary storage facility for Bevill Waste soils, and sand and gravel. Storage began after the Richardson Flat repository closed and includes soil from various municipal street and tunnel projects, such as the Comstock and Bonanza Drive tunnels. The soils are currently capped, consistent with PCMC's Soils Ordinance and UDEQ approvals obtained at the time of placement. The site is also used to stage materials and equipment for unrelated municipal and utility projects.

ii. Project Scope

Soils classified as toxic or hazardous are not permitted in this type of repository. Only material classified as Bevill Waste would be stored here. The first cell (Cell 1) would be

developed at the east-central portion of the property and provide space for the on-site Bevill Waste soils temporarily stored, as well as municipal infrastructure projects. Cell 2 is proposed to accommodate other miscellaneous municipal and small residential construction projects over the next 7-10 years.

The cells would be designed to industry standards and lined with impermeable plastic liner. A groundwater monitoring system would be installed concurrently to detect any leachate.

As part of the public comment process, UDEQ will evaluate public comments, including those concerning the recreation and trail questions submitted during the public comment period. PCMC is confident these areas are being addressed safely and in a manner similar to impacted soils associated with the Rail Trail, trails generally, and Silver Creek.



iii. Project Budget & Costs

The current cost estimate for constructing the Bevill Waste repository at the Gordo site is approximately \$1.8 million. The UDEQ requires PCMC to maintain a financial assurance in the amount of \$900,000 for Closure and Post-Closure costs, including 30 years of groundwater monitoring. This financial assurance requirement will be satisfied by funds PCMC proactively set aside for soil mitigation several years ago.

By comparison to using the Gordo site, the costs of hauling Bevill Waste to facilities in Tooele County are considerable. The City estimates the cost is approximately \$6.1 million for the existing soils stored at Gordo (approx. 35,000 cubic yards of soil). The City estimates another \$10.5 million for the proposed arts and cultural district and the Bonanza Park and Homestake affordable housing projects. We also estimate an additional \$4.4 million for other essential municipal infrastructure projects.

The difference in cost between creating a facility at the Gordo site versus hauling to facilities in Tooele County is estimated to be close to \$17 million (see Table 1).

Table 1: Soils Hauling to Tooele County v. PC Soils Management Facility

Hauling Soils to Tooele County Facilities			
Item	Cost/Cubic Yard	Qty – cubic yard	Total
Soils currently at Gordo	\$175	35,000	\$6,125,000
Arts & Culture Site	\$175	60,000	\$10,500,000
Other City Projects & Prospector Residents	\$175	25,000	\$4,375,000
Total		120,000	\$21,000,000
Constructing and Hauling Soils to Gordo Site			
	Cell 1 & 2	Closure and Post Closure	Total
Soil Repository @ Gordo Construction (inc. existing soils)	\$1,800,000	\$900,000	\$2,700,000
A&C & Bonanza Park and Homestake Housing costs to haul to Gordo	60,000 cy	\$70/truck @10cy/truck	\$420,000
Future City Construction Projects	60,000 cy	\$70/truck @10cy/truck	\$420,000
Total			\$3,540,000

iv. Operations

As noted above, PCMC will operate this facility under a UDEQ permit. The permit contemplates a limited access facility. The permit also imposes a variety of management requirements to assure protection of human health and the environment during operation of the repository. These are important management and monitoring requirements, include tracking the quantity and source of Bevill Waste, screening monitoring of material prior to acceptance, and ongoing wind, dust, and weather controls. For details, see [PCMC's permit application](#) (Section 3 – Plan of Operation, page 17).

v. Project Milestones

The following are important project milestones, associated documents, and public meetings available for those seeking additional information about the project.

- City Council Policy Analysis, Direction:
 - June 18, 2020 – Discuss Future Uses of the City-Owned Gordo Property
 - [Meeting Link](#)
 - [Staff Report](#)
 - [Preliminary Site Assessment](#)
 - [DEQ Concurrence w Assessment Letter](#)

- November 19, 2020 – Soils Repository Project Update
 - [Staff Report](#)
 - [EX A Project Location](#)
 - [Ex B Concept Site Plan](#)
- February 25, 2021 – Soils Repository Project Update
 - [Staff Report](#)
 - [Ex A Site Plan](#)
- April 15, 2021 – Purchase of Soil Repository Liner
 - [Staff Report](#)
- Cell 1 Earthwork:
 - Bid Advertised – May 1, 2021
 - Bid Opening – May 18, 2021
- Media Coverage
 - June 17, 2020, KPCW Interview –
 - [Link to Wednesday's City Manager Interview](#)
 - June 22, 2020 KPCW Interview –
 - [Link to City Council Interview](#)
- UDEQ Planning and Regulatory Process:
 - PCMC's application summary:
 - April 27, 2020 – PCMC submitted a Preliminary Location Screening Analysis to UDEQ to initiate consideration of the landfill (p. 251 of [permit application](#))
 - May 22, 2020 – UDEQ evaluated PCMC's Preliminary Location Screening Analysis and concurred the siting criteria accurate and complete, and offered an opinion that the location is suitable to consider a repository
 - December 21, 2020 – [Formal application](#) for a landfill submitted
 - January 26, 2021 – Permit number assigned
 - February 26, 2021 – UDEQ determined application complete
 - March 30, 2021 – UDEQ authorized the Park Record and Salt Lake Tribune to publish notice and identified a public comment period from April 5--May 4, 2021
 - May 4, 2021 – UDEQ closed the solicitation period for public comment
 - Landfill Permit Next Steps (as of May 10, 2020) – estimated
 - UDEQ reviews public comments
 - UDEQ issues response to public comments (1-2 weeks)
 - UDEQ publishes requests for additional information/analysis
 - Applicant response period/exemptions
 - Final disposition est. July 2021

2. Next Steps and Public Engagement Opportunities

Council may direct Staff to solicit more public input and conduct additional education efforts.

The following opportunities are available to the public in May:

- May 11, 2020 – Spring Projects Open House
- May 13, 2020 – City Council Work Session – Council will direct staff on additional public education and engagement

The UDEQ permit is under review for several weeks.

UDEQ experts have offered to hold a public information session in Park City.

3. Additional Information

For more information about the history of Park City's mining legacy, please refer to these documents and sources.

- [Park City Museum](#)
- [From Silver to Gold: A History of Park City Skiing](#)
- [Engage Park City Frequently Asked Questions](#)
- [Park City Blue Ribbon Soils Commission](#)

4. Project Management Team

Jonathan Weidenhamer

PCMC Economic Development Manager – Owner's Representative. Implements policy direction, responsible for project scope and budget, direct project management staff.

- Notable Past Public Project Experience: Main Street Olympic Celebration, China Bridge Parking Garage, Police Station, PC MARC, PC Library, Old Town/Main Street Improvements, and Walkability Bond implementation including Little Kate, Lucky John, Comstock and the Comstock Pedestrian Tunnel.

Matt Twombly

PCMC Senior Project Manager – project delivery and implementation. Day-to-day oversight UDEQ application, budget, construction and subs, permits and timelines.

- Notable Past Public Project Experience: PC Library, PC MARC, Quinn's Sports Complex and Ice Rink, Old Town Stairs, Skateboard Park, BioCell, Public Works Bus Barn and the Downtown projects including sidewalks, streetscape and Bear Bench, Terigo, and 7th Street Plazas.

Brett Mickelson, P.E.

Cofounder of IGES, Inc. in 1998; igesinc.com. Extensive experience in solid waste industry and siting, design, permitting, construction, and operation of various solid waste management facilities for over 34 years. In addition to experience with Subtitle D (non-

hazardous waste) facilities, experience with RCRA, CERCLA, Mining and various other wastes. Past Recycle Utah Board member.

Bill Loughlin, P.G.

Founded Loughlin Water Associates, LLC in 2005; loughlinwater.com. Experience in hydrogeology and water resources of Park City. Hydrogeologic consulting services in Park City since 1995. Sited, designed, permitted, constructed, evaluated, studied, helped manage, and/or provided water right and litigation support for public water system (PWS) and drinking water, spring, mine tunnels in Park City and surrounding Summit, Wasatch, Morgan Counties.

EXHIBIT C
PARK CITY SOILS MANAGEMENT FACILITY
REGULATORY & LEGAL FACT SHEET
Submitted by Kaplan Kirsch & Rockwell LLP

Park City has submitted a permit application to the Utah Department of Environmental Quality (DEQ) to construct and use the Park City Soils Management Facility to dispose of mining contaminated soils generated from construction projects within the Soils Ordinance boundary, including the arts and cultural district. The Soils Management Facility will be located at the “Gordo” site, behind the intersection of Richardson Flat Road and SR-248. The Soils Management Facility will only accept mining contaminated soil waste.

Park City began using the Gordo site to temporarily store mining contaminated soils from construction projects within the Soils Ordinance boundary under a letter of confirmation. Pursuant to the letter, the City tested the soils to confirm they were mining contaminated soils; took steps to ensure that the soils were managed so as not to cause a nuisance or health hazard; graded the waste into a continuous mound; installed controls up and down slope of the mound to restrict surface water run on and runoff; and regularly inspected and maintained the site. The City is now seeking a permit from DEQ to permanently dispose of such soils at the Soils Management Facility.

This fact sheet identifies the regulatory requirements and legal liabilities associated with operating the Soils Management Facility.

BEVILL WASTE

- The only waste that may be accepted at the Soils Management Facility is mining contaminated soil. The draft permit for the Soils Management Facility issued by DEQ for public comment requires that materials be rigorously screened and any material that falls outside this category must be rejected and disposed of elsewhere.
- Mining contaminated soils are one of the so-called “Bevill” wastes that are not considered “hazardous wastes.” These wastes are subject to Subtitle D of the federal Resource Conservation and Recovery Act (RCRA), which regulates non-hazardous solid waste.
- Many states, including Utah, have primary authority to implement and administer solid waste regulatory programs under RCRA.
- Under the Utah Solid and Hazardous Waste Act, mining waste is included in the definition of “solid waste.”
- Bevill waste, like the soils to be deposited at the Soils Management Facility, is high-volume, low-risk waste, which why it is considered solid waste—but NOT hazardous waste—by the United States Environmental Protection Agency and the Utah DEQ.
- Bevill waste that has been mixed with hazardous waste is not considered to be Bevill waste. The draft permit includes screening procedures for incoming waste and any material that is not Bevill waste, including waste that includes Bevill waste and hazardous waste, will not be disposed of at the Soils Management Facility. This waste will instead be hauled offsite for disposal at an appropriate location.

- Bevill waste is subject to Utah’s solid waste regulations, including the requirement to be disposed of at a facility which complies with the solid waste regulatory requirements, such as a Class I Solid Waste Facility, also referred to as a “Class I Landfill.”

SOLID WASTE FACILITIES & DISPOSAL REQUIREMENTS

- The Soils Management Facility will be permitted as a Class I Solid Waste Facility and meet the requirements of the Utah’s solid waste regulations.
- Under Utah regulations, a Class I Landfill is a non-commercial landfill which may receive nonhazardous solid waste, including Bevill waste, for disposal.
- In order to ensure that a solid waste facility is protective of health and environment, DEQ’s regulations contain location standards for disposal facilities; requirements for plans of operations, which includes screening requirements for incoming wastes; recordkeeping, reporting, and inspections requirements; closure and post-closure requirements; standards for performance design, and maintenance and operation; groundwater monitoring; and financial assurance requirements.
- Park City has submitted a permit application to the Utah DEQ which meets these regulatory requirements.
- DEQ has reviewed the permit application and issued the draft permit for public comment after ensuring the proposed project has been designed, and will be operated and closed in a manner that complies with the regulations and that is protective of public health and the environment.

PARK CITY SOILS MANAGEMENT FACILITY PERMIT

- The Soils Management Facility is designed to provide for the disposal of Bevill waste generated from construction projects within the Soils Ordinance boundary.
- Waste will be inspected as it enters the facility to ensure that only Bevill waste is being accepted at the Facility.
- The Facility will employ extensive groundwater monitoring conducted through groundwater monitoring wells. The monitoring will be done in accordance with a groundwater monitoring plan approved by DEQ.
- To protect against leaching from the Facility into the environment, the Facility will have a leachate management system consisting of liners for the Facility and a drainage media to transport leachate from the bottom of the Facility to a lined leachate detention pond.
- The Facility generally, and the leachate management system specifically, will be subject to frequent inspections.

POTENTIAL LIABILITY

- Theoretically, if the Soils Management Facility failed AND constituents of the mining contaminated soils disposed of at the Facility that are defined as “hazardous substances” under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), such as lead or arsenic, are released into the environment, the City could be liable for the costs of cleanup.
- Under CERCLA, the federal government has the authority to require disposal facility owners as well as parties responsible for sending waste to a disposal facility that results in actual or threatened releases of hazardous substances to pay for or conduct cleanup and remediation. So, theoretically, the City faces some level of potential liability for mining

contaminated soils generated by City projects whether it operates a facility or sends those materials elsewhere for disposal.

- If the Soils Management Facility failed, the City also would be required to take corrective action under RCRA and, in an unlikely scenario, could possibly be subject to some liability to private parties damaged by the release.
- The Facility will have environmental protections (for example, the liner) and monitoring that meet DEQ's regulations to protect against failure and release of constituents to the environment.
- In addition, the City will purchase environmental insurance for the Facility, which would be expected to cover the majority of costs associated with cleanup and any private party claims in the unlikely event any constituents qualifying as "hazardous substances" are released into the environment.

Exhibit D

Park City Soils Management Facility - Impacted Soil Characteristics

FACT SHEET

Park City (City) has submitted a permit application to the Utah Department of Environmental Quality (DEQ) to construct and use a Soils Management Facility (Facility) to store mining impacted soils associated with City-owned construction projects within the Soils Ordinance boundary. The Facility will ONLY accept mining contaminated soil waste, which is classified as “Bevill Exempt” waste (also called Bevill waste) by the Environmental Protection Agency (EPA) and strict screening of incoming material will be implemented to ensure this is the case. This fact sheet provides a brief description of the characteristics of the Bevill waste that the Facility will accept.

The historic mining activity within the Park City area has resulted in certain soils being impacted by the waste from these activities (mill tailings) that is high in naturally occurring metals present in the subsurface in the area. These soils are considered Bevill waste by EPA, which means that they can be disposed of in accordance with Subtitle D of the federal Resource Conservation and Recovery Act (RCRA), which regulates non-hazardous solid waste. Historically EPA has allowed Bevill waste to be consolidated at Superfund sites in unlined repositories. The City does not have that option at this time and accordingly is proposing an approach to storage that uses the multi-layer liner system described in the accompanying IGES Design fact sheet.

Constituent of Potential Concern/Exposure Routes: The primary constituent of potential concern to human health in the waste to be placed in the Facility is lead. Previous environmental reports evaluating the concentrations of lead in the area where the bulk of the Bevill waste that the Facility will accept will come from indicates that the range of lead concentrations in this soil will be from 65 mg/kg (which is less than 200 mg/kg lead standard established for clean top soil in the Soils Ordinance within Park City [Park City Municipal Code Title 11, Chapter 15]) to 3,880 mg/kg, with the average being 644 mg/kg. From a human health perspective, risk is evaluated based on what is called the exposure point concentration (EPC), which for lead is the average of the concentrations across an area. This means that the lead concentration that a risk assessor would look at while evaluating risk from the soils being accepted at the Facility would be 644 mg/kg.

The other constituent of potential concern to human health in the Bevill waste to be placed in the Facility is arsenic. Arsenic is often co-located with lead in mining waste. While it is not the primary constituent of concern, it is often evaluated in City soils. Based on the previous environmental reports mentioned above, the range of arsenic concentrations in the bulk of the Bevill waste that the Facility will accept ranges from 15.2 mg/kg to 145 mg/kg, with a risk calculated EPC of 86.5 mg/kg (per risk guidance the EPC is calculated as the 95% upper confidence limit of the data points). For a discussion of how these values relate to potential human health risk, see the Potential Human Health Risk section below. There are often numerous other “heavy metals” in mining-related waste, i.e. zinc and cadmium, however, these metals are not typically found in the Bevill Waste in the Park City area at levels that are of concern to human health.

The exposure routes that are of primary concern to human health are chronic (long-term) inhalation and/or ingestion of impacted soil particles that may migrate through fugitive dust (airborne particles of soil) from the Facility during

Exhibit D

Park City Soils Management Facility - Impacted Soil Characteristics

FACT SHEET

operations. Chronic exposure is generally defined as persistent exposure over many years. Intermittent and infrequent exposures to lead are not likely to result in adverse health effects. Because the shallow groundwater directly beneath the Facility is not a source of drinking water, ingestion of potentially impacted groundwater is not considered to be a risk from the Facility. (See below for further discussion of leachability and groundwater.) Stormwater run-off would not be a pathway for exposure to impacted soil, as the design of the Facility and the Storm Water Pollution Prevent Plan (SWPPP) will prevent stormwater run-off that may come into contact with the impacted soil from leaving the Facility.

Fugitive Dust Exposure Control: Potential exposure to the soil being disposed of at the Facility will be controlled through site-specific fugitive dust (airborne particles of soil) controls that will be implemented during operation of the Facility (see the accompanying IGES Design fact sheet and Draft Repository Operations and Management Plan), and site specific Construction Mitigation Plan (CMP) that is required with each building permit, (see accompanying CMP template). When fugitive dust is controlled, the potential inhalation of a constituent of concern will also be controlled, as will the deposition of a constituent of concern on surfaces where it would have the potential to be ingested. Additionally, once the contents of the Facility are capped, there is no longer any risk from fugitive dust.

Leachability and Groundwater: Lead does have the potential to leach from the soils currently in-place throughout the Park City area. However, consolidation of soils in the Facility will greatly reduce the current risk from potential leaching to groundwater. This is due to the rigorous design of the Facility, which is comprised of: the cap, which will inhibit precipitation from coming into contact with the soils; the leachate control system that will remove any precipitation that may make it through the cap; and the multi-layer liner that will prevent leachate from entering the subsurface. See the accompanying IGES Design fact sheet for more detailed information on the design components of the Facility.

In addition, the Facility is located approximately 45 feet above groundwater in the area, which combined with the design of the Facility, provides a significant capacity for retention of infiltration prior to reaching groundwater.

Potential Human Health Risk: When fugitive dust is controlled and the potential for leaching to groundwater is minimized, health risks are insignificant. In fact, removal of these impacted soils from the areas within Park City where they are currently present (which are generally located closer to residences than the Facility will be) and their consolidation in the controlled Facility will actually decrease the current risk from these soils.

In general, children six years old and younger would be the most susceptible to impacts from lead, primarily due to their tendency to put their hands and other objects in their mouths that may have lead impacted dust or soil on them. In addition, children six years old and younger are more sensitive because prolonged exposure to lead may affect their development. Pregnant women, if exposed to chronic concentrations of lead, may pass on lead from their bodies to a developing baby. Children older than six and non-pregnant adults are generally not considered to be at increased risk from exposure to the levels of lead in the soils proposed for disposal at the Facility.

The risk-related level of lead in the majority of the soils proposed for placement in the Facility (from the Arts and

Exhibit D

Park City Soils Management Facility - Impacted Soil Characteristics

FACT SHEET

Culture project location) is 644 mg/kg, which is only slightly above the residential cleanup criteria established for numerous Utah Superfund sites of 500 mg/kg lead and is well below the recreational cleanup criteria established elsewhere in Utah of 3,000-10,000 mg/kg, which are more representative of the potential level of soil exposure (i.e., intermittent or infrequent exposure to wind-blown dust) that might result from placement of these soils in the Facility. The risk-related level of arsenic in the majority of the soils proposed for placement in the Facility is 86.5 mg/kg, which is well below the residential cleanup criteria established for numerous Utah Superfund sites of 100 mg/kg arsenic. Furthermore, these cleanup criteria assume that receptors will be directly and consistently exposed to these concentrations for large portions of a year, for multiple years. This will not be the case for soils to be accepted at the Facility, where exposure will be limited by Facility operations (i.e. controlling fugitive dust and storm water run-off) and the time-limited nature of the Facility, which will result in any potential exposure being much less in duration and frequency than the scenarios represented by the established cleanup levels described here.

Prepared by **AECOM**

Tammi Messersmith has a master's degree in environmental engineering and over 22 years of experience in the environmental industry focused primarily on investigation and remediation of Superfund and other sites impacted by historic mining activities throughout the State of Utah. She has provided mining-related expertise to the Utah DEQ in her capacity as project manager for AECOM's Superfund contract with the Utah DEQ since 2000 and has supported Park City in their environmental needs since 2013. Additional contributors to this fact sheet are PhD level AECOM toxicologists specializing in lead exposure and impacts at sites across the United States.

Exhibit E – IGES Facility Design Memo

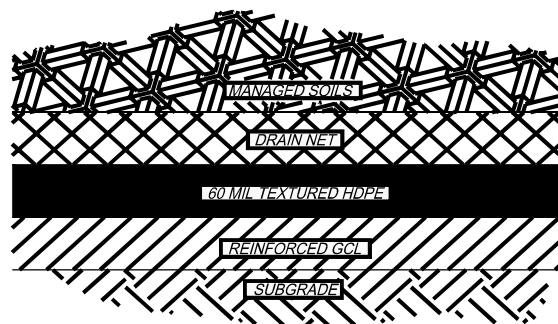
To: Matt Twombly
From: Brett Mickelson

Date: 6 29 2021
Re: Park City Soils Management Facility Landfill Permit Design

The following is a brief synopsis of the design of the Park City Soil Management Facility (PCSMF). The PCSMF will be a permitted facility regulated by the State of Utah Department of Environmental Quality Division of Waste Management and Radiation Control (DWMRC). The Facility has been designed in accordance with the standards required by DWMRC, as set forth in select sections of the Utah Administrative Code R315-301 through R315-310.

Liner System:

The PCSMF was designed and permitted as a Class I Landfill which includes a composite liner system. The composite liner system helps to manage any potential leachate (a liquid that has passed through or emerged from solid waste and that may contain soluble, suspended, miscible, or immiscible materials removed from such waste) from entering the subsurface below the Facility. The liner will be comprised of a reinforced geosynthetic clay (GCL) liner that is equivalent to 2 feet of low permeability clay, overlain by a 60-mil high-density polyethylene (HDPE) primary liner with a drain net (geocomposite) material over the HDPE liner. The composite liner system components are illustrated below:



Leachate Collection:

COMPOSITE LINER
NTS

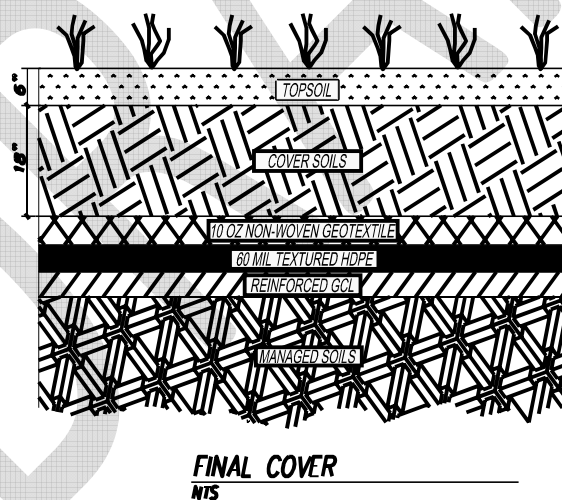
Any potential leachate generated within the lined facility will be collected and stored in the lined cell. The limited amount of leachate generated and stored in the lined cell will be utilized to moisture condition the soils for compaction, for dust control within the lined cell or contained until the leachate evaporates. No leachate treatment or disposal will be required.

Groundwater Monitoring:

Concurrent with the development of the first lined cell at the PCSMF, a ground water monitoring program will be implemented. Prior to acceptance of any soil at the facility, several monitoring wells will have to be installed and the ground water sampled. A minimum of one upgradient and two downgradient wells will be installed and sampled to provide background water quality data. The draft Groundwater Monitoring Plan is presented as Appendix E of the Permit Application.

Final Cover:

Once final cover elevation has been reached in any area of the facility, that portion of the facility will be closed with the construction of a final cover. The installation of the final cover will prevent precipitation from coming into contact with the contaminated soils stored in the PCSMF and prevent the generation of leachate. The final cover system will be comprised of a GCL, overlain by a 60-mil HDPE and a geotextile layer, a minimum of eighteen inches of clean site soil and a minimum of 6-inches of topsoil (meeting PC Soils Ordinance). The vegetative cover will be selected with shallow root systems to reduce cover soil penetration. The composite cover system components are illustrated below:



Closure and Post Closure Plans:

Prior to construction of the final cover in each of the closure stages, an engineering design package consisting of Drawings, Specifications and a Quality Assurance/Quality Control (QA/QC) plan will be submitted to the DWMRC for approval. The Closure and Post Closure Plans are described in Section 4 and Section 5 of Part III of the Permit Application.

Exhibit F

PARK CITY SOILS MANAGEMENT FACILITY

SECTION 3 – (Draft Permit) PLAN OF OPERATIONS

This Plan of Operation has been written to address the requirements of UAC R315-302-2 and briefly describes the anticipated operations of the PCSMF facility.

The purpose of the Plan of Operation is to provide the Manager and Operators with standard procedures for day-to-day operation of the facility. A copy of the final permit application (including the Plan of Operation) and Landfill Permit (to be issued by the DWMRC) will be kept at the Managers office for reference.

As previously stated, the function of the PCSMF is to take potentially contaminated soils generated from construction projects located within the Park City Soil Ordinance Boundary. The landfill is subject to and will be operated in accordance with the Utah Waste Management and Radiation Control Board, Utah Solid Waste Permitting and Management Committee Rules, and Utah Administrative Code (R315-301 through 320).

3.1 SCHEDULE OF CONSTRUCTION

Construction of the PCSMF facility will largely be concurrent with the development of the Arts & Culture (A&C) project. Development of the required ground water monitoring system will start in the Spring of 2021 with initial ground water samples being collected prior to the acceptance of waste at the facility. Contingent upon the DWMRC landfill permit and approval of the first construction package, site infrastructure development will likely begin during the second quarter of 2021 with the facility becoming operational in the third quarter of 2021.

The development sequence envisioned for the PCSMF will be as follows:

- Submittal of Cell 1 Construction Package
- Installation of monitor well system (begin ground water monitoring)
- Approval of Cell 1 Construction Package
- Excavation of Cell 1 and construction of perimeter berm
- Stockpile topsoil
- Development of the water management system. The system would include measures for run-on control along a perimeter road, the development of a run-off detention pond, and the installation of culverts (if required)
- Development of site access roads
- Fencing of active portions of the facility
- Construction of Cell 1 liner.
- Misc. site facilities, power, water, site sanitation, etc. as appropriate.

Site soils will be utilized as the primary construction material for construction activities on site as well as final cover over Cell 1 and Cell 2. PCSMF is designed such that no import soil will be required for site development or landfill operations, all required soils will be available on site. It may be beneficial to export clean soils from the site in the future to develop additional landfill capacity in Cell 2.

3.2 WASTE STREAM MANAGEMENT - DESCRIPTION OF HANDLING PROCEDURES

3.2.1 General

An effective waste control program is designed to detect and deter attempts to dispose of hazardous and other unacceptable wastes and will be implemented at the PCSMF. The program is designed to protect the health and safety of employees as well as to protect against the contamination of the environment.

The landfill will not be open for public disposal (with the exception of occasional loads coordinated with the City through the building permit process) and will be accessed via locked gate by PCMC employees (or PCMC contractor) only. Signs will be posted at the landfill entrance clearly indicating that the facility is owned and operated by Park City (along with contact information for the City) with signage indicating that the facility is a private facility.

Most of the waste being delivered to the PCSMF will initially be processed at PCMC construction sites, namely, the A&C project. Initial processing at the A&C site will include the initial waste screening and documentation of the location within the A&C project where the waste soil originates. All waste soils from the A&C site will have documentation of the date of generation, location of generation, and estimated volume of soil. Waste documentation will accompany each load of soil with documentation being presented to site personnel prior to acceptance.

Any vehicle suspected of carrying unacceptable materials (C&D waste, MSW, liquid waste, sludges, or hazardous waste or soil loads without documentation) will be prevented from entering the PCSMF site. Appendix D contains typical forms to be utilized to document waste origin and for waste screening.

If a discharged load contains inappropriate or unacceptable material, the discharger will be required to reload the material and remove it from the PCSMF site. If the discharger is not immediately identified, the area where the unacceptable material was discharged will be cordoned off. Unacceptable material will be moved to a designated area for identification and preparation for proper disposal but not buried at the PCSMF.

If waste delivered to the PCSMF is found to be unacceptable upon waste screening performed at the landfill, the area where the unacceptable waste is located will be cordoned off. Unacceptable material will be moved to a designated area within the lined landfill cell for

identification and prepared for proper disposal.

3.2.2 Waste Acceptance

Waste soils delivered to the PCSMF will be exclusively from construction projects located within the Park City Soil Ordinance Boundary. Waste documentation for each load will include the date of generation, location of generation, and estimated volume of soil. Waste documentation will accompany each load of soil with documentation being presented to site personnel prior to acceptance. No scale house or scale facility will be utilized at the PCSMF operation and no cash transactions will occur as part of the waste delivery. Waste documentation forms will be collected by the Operators, submitted to the Manager, and stored at the PCMC offices. Waste screening will be done as needed or scheduled according to the procedures outlined in Section 3.3 Waste Inspection.

3.2.3 Waste Disposal

All of the waste delivered to the PCSMF will be potentially contaminated soils. The disposal of waste soils will resemble the construction of a soil embankment. Waste soils delivered to the site will be dumped as close to the working face as possible to minimize soil handling. Soil will be graded out in approximately horizontal lifts not to exceed 12 inches and compacted with a soil compactor.

Work face dimensions will be kept narrow enough to minimize blowing soils but large enough to provide safe working areas for the truck delivering soils to the site. Since the only waste being delivered to the site will be soils, the need for daily cover at the facility will not be necessary.

Typically, the compactor, dozer, and soil delivery trucks will be operated on a level or near level operational surface. Equipment operations across the slope will be avoided to minimize the potential of equipment tipping over.

Grade stakes or other grade control measures will be used if necessary to control cell height and final surface grade. The top of the interim surfaces will typically range from 1 to 2 percent to promote runoff within the cell which will be directed to a leachate detention pond located within each lined cell. The waters contained in the leachate detention ponds within the cells will contain any water until the water evaporates or is used within the lined cells for dust control or soil compaction. The working heights of each lift within each cell will range from 6 to 8 feet depending upon operational access considerations.

Wastes will be compacted by making three to five passes over each soil lift until no rutting is observed. Compaction will reduce differential settlement, extend the life of the facility, and provide a stable final surface for post closure use. Care will be taken that no holes are left in

the compacted waste. All voids will be filled with additional soil, as necessary. Since the waste will be soil only, there will be no need for intermediate cover.

3.2.4 Special Wastes

3.2.4.1 *Used Oil or Batteries*

Used oil or batteries will not be accepted at the PCSMF.

3.2.4.2 *Bulky Wastes*

Bulky Wastes will not be accepted at the PCSMF.

3.2.4.3 *Tires*

Tires will not be accepted at the PCSMF.

3.2.4.4 *Dead Animals*

Dead animals will not be accepted at the PCSMF.

3.2.4.5 *Asbestos Waste*

Asbestos waste will not be accepted at the PCSMF.

3.2.4.6 *Grease Pit and Animal Waste By-Products*

Grease pit and animal waste by-products will not be accepted at the PCSMF.

3.3 WASTE INSPECTION

3.3.1 Landfill Spotting

Learning to identify and exclude prohibited and hazardous waste is necessary for the safe operation of all landfills. The Operators assigned to the PCSMF will be required to receive initial and periodic hazardous waste inspection training.

Hazardous wastes have either physical or chemical characteristics that could harm human health or the environment. A waste is considered hazardous if it falls into either of two categories: 1) a listed waste, or 2) a characteristic waste. Hazardous wastes will not be accepted at the PCSMF.

Since all waste being delivered to the PCSMF will be soil from within the Park City Soil Ordinance Boundary, wastes other than soil will be readily identified and removed from the site.

3.3.2 Random Waste Screening

Although all of the waste to be disposed of at the PCSMF will be soils generated from construction projects located within the Park City Soil Ordinance Boundary, random inspections of incoming loads will be conducted according to the schedule established by the PCMC management. More than one percent of the vehicles coming in the landfill will be selected randomly for additional inspection. If any violations are detected, additional random checks will be scheduled at the discretion of the Manager with waste screening results shared with PCMC staff.

If a suspicious or unknown waste is encountered, the Operator will proceed with the waste screening as follows:

- The waste screening form will be completed by the Operator and placed on file.
- The suspect material will be spread out with the dozer or hand tools and visually examined.
- Any materials other than soil will be recorded and the Manager notified.

The forms utilized by landfill personnel to record waste screening activities are included in Appendix D in the (draft) permit.

3.3.3 Removal of Hazardous or Prohibited Waste

Should hazardous or prohibited wastes be discovered during random waste screening or during tipping, the waste will be removed from the landfill as follows:

If the transport vehicle is still on site, the waste will be loaded back on the hauler's vehicle for removal from the site.

A record of the removal of all hazardous or prohibited wastes will be indicated on the waste inspection forms and placed in the site operational records.

3.3.4 Hazardous or Prohibited Waste Discovered After the Fact

If prohibited wastes are discovered in the landfill and the hauler or generator of the waste is unknown, the following procedure will be used to remove them:

- Access to the area will be restricted.
- The landfill management will be immediately notified.
- The Operator will remove the waste from the working face if it is safe to do so.
- The waste will be isolated in a secure area of the lined landfill and the area cordoned off.

If the wastes are suspected to be hazardous, the following agencies will also be notified:

- Park City Fire Department.
- The Summit County Health Department.

The DWMRC, the hauler (if known), and the generator (if known) will be notified within 24-hours of the discovery. The generator (if known) of the hazardous will be responsible for the proper cleanup, transportation, and disposal of the waste.

3.3.5 Notification Procedures

The following agencies and people will be contacted if any hazardous materials are discovered at the landfill:

Matt Twombly, Project Manager (435) 615-5177
Summit County Health Department (435) 333-1511
Park City Fire Department (435) 940-2500

A record of conversation will be completed as each of the entities is contacted. The record of conversation is kept in the site operational records.

3.4 FACILITY MONITORING AND INSPECTION

3.4.1 Ground Water

The PCSMF will comply with all aspects of the required ground water monitoring requirements as referenced in R315-308. The Ground Water Monitoring Plan includes sampling and analysis plans and frequency of sampling indicated to meet the regulatory requirements for the monitoring of ground water at the PCSMF. Monitor wells will be installed in the second quarter of 2021 and the Ground Water Monitoring Plan finalized to show the locations of wells.

Appendix E of draft permit includes a draft Ground Water Monitoring Plan.

3.4.2 Surface Water

The PCSMF permit drawings (Appendix B) illustrate the locations and details of the surface water drainage control systems for both run-on and run-off. With regards to this permit application, run-on water is defined as the water that will be diverted around the landfill area and diverted into existing drainages. Run-off is the water that falls on the landfill footprint that does not contact waste. Run-off will be directed to a storm water pond. Storm water that falls within the footprint of the landfill, that comes in contact with waste is defined as leachate and will be contained in each lined cell until evaporated or used as dust control or soil compaction within the lined cell.

In general, run-on will be prevented from running into the active landfill area by ditches and berms associated with a perimeter access road. The permit drawings (Appendix B) indicate the location of the storm water pond. Run-off from the final cover will be managed by a combination of berms and ditches. The berms will be placed to divert the water around the active area through culverts to the run-off pond.

PCSMF staff will inspect the drainage system monthly during the operational season.

Temporary repairs will be made to any observed deficiencies until permanent repairs can be scheduled. PCMC personnel or a licensed general contractor will repair drainage facilities as required.

Prior to site development activities at the PCSMF, PCMC will prepare and submit for approval an application for Authorization to Discharge Under the Utah Pollutant Discharge Elimination System (UPDES). Appendix F contains an example of the approved UPDES permit associated with the Multi-Sector General Permit (MSGP) for Storm Water Discharges Associated with Industrial Activities.

3.4.3 Leachate Management

The PCSMF will have a composite landfill liner system installed in both of the landfill cells which will serve as the primary element in a leachate management system. The leachate management system (LMS), installed in each of the lined landfill cells, will be maintained so that it operates from initial construction through final cover construction. The LMS will consist of lined landfill cells and a drainage media to transport leachate along the cell bottoms and a lined leachate detention pond located in each cell. The locations of the leachate pond of Cell 1 is presented in the permit drawings (Appendix B).

The LMS system will be inspected no less than quarterly by landfill staff for signs of deterioration. PCMC personnel or a licensed contractor will make required repairs to the system as required.

3.4.4 Landfill Gas

An active landfill gas management system will not be constructed at the PCSMF. Since the only waste to be managed at the PCSMF is soil, there is no need for a gas collection system. This facility will not be monitored for methane gas.

Due to the size of the facility and the nature of the waste managed at the PCSMF facility, no Title V Operating Permit application be submitted to the Division of Air Quality.

3.4.5 General Inspections and Quarterly Inspection

Routine inspections are necessary to prevent malfunctions, facility deterioration, operator errors, and discharges that may cause or lead to release of wastes to the environment or a threat to human health. Operators will be responsible for conducting and recording routine inspections of the PCSMF no less than quarterly.

Any needed corrective action items will be recorded and the Operators or PCMC staff will complete needed repairs. If a problem is of an urgent nature, the problem will be corrected immediately.

Quarterly inspections will include dust control activities, cover conditions, waste control, perimeter fence, run-off / run-on system, roads, ground water monitoring wells, and general facility appearance. The forms to be utilized by landfill personnel to record general and quarterly inspection activities are included in Appendix D.

3.5 CONTINGENCY AND CORRECTIVE ACTION PLANS

The following sections outline procedures that will be followed in case of fire, explosion, ground water contamination, release of explosive gases, or failure of the storm water management system.

3.5.1 Fire

The potential for fire is usually a concern in landfills. Due to the nature of the wastes (soils) to be managed at the PCSMF, a landfill fire will not be possible. The only possibility of fire would be a vehicle fire associated with the PCSMF equipment or associated with the vehicles delivering soil to the site.

The Park City Fire Department will be called for any vehicle fire at the facility.

3.5.2 Release of Explosive Gases

Due to the nature of the wastes (soils) to be managed at the PCSMF, the release of explosive gases will not be possible.

3.5.3 Explosion

Due to the nature of the wastes (soils) to be managed at the PCSMF, an explosion is extremely unlikely. The only possibility for explosion would be an explosion associated with the PCSMF equipment or associated with the vehicles delivering soil to the site.

The Park City Fire Department will be called for an explosion at the facility.

3.5.4 Failure of Run-On/Run-Off Containment

The purpose of the run-on/run-off control systems is to manage the storm water falling in or near the facility. Run-on water is water running toward the site that will be diverted away from soil disposal operations using a series of ditches, berms, and a perimeter road. These structures will be inspected on a regular basis and repaired as needed. All storm waters falling or flowing near the active cell will be prevented from flowing into the active area by diversion berms and ditches.

If the run-on system fails, temporary measures such as temporary berms, ditches, sumps and pumps or other methods will be used to divert water from the active cell.

Run-off waters are waters falling within the landfill footprint that has not fallen on waste.

Runoff waters will be collected via diversion ditches and berms and directed to a storm water

pond located down-hill from the landfill. If a run-off ditch or berm fails, temporary berms or ditches will be constructed until a permanent run-off structure can be constructed.

The Manager will be notified immediately if a failure of either of the run-on or run-off systems is discovered. The event will be fully documented in the operating record, including corrective action within 14 days.

3.5.5 Ground Water Contamination

The PCSMF will utilize several upgradient and downgradient monitor wells to establish background water quality for the site. If, during routine ground water sampling, any chemical constituent is detected above established background water quality levels PCMC personnel will utilize a statistical data analysis method to determine if the change in water quality is statistically significant.

If the change in ground water quality is statistically significant and the source of the contamination cannot be demonstrated to be something other than the waste in the landfill, the PCSMF staff will initiate assessment monitoring. All ground water monitoring will be conducted in accordance with R315-308. The ground water monitoring program may be updated and corrective action taken as deemed necessary, with the approval of the Director.

3.6 CONTINGENCY PLAN FOR ALTERNATIVE WASTE HANDLING

The most probable reason for a disruption in the waste handling procedures at the PCSMF will be weather related. The landfill may close during periods of inclement weather such as high winds, heavy rain, snow, or any other weather-related condition that would make travel or operations dangerous. The operation of the PCSMF is intended to be seasonal with operations of the facility coinciding with the spring, summer and fall construction season.

In case of equipment failure other PCMC departments will provide the necessary equipment to continue operations while repairs are being made to the PCSMF equipment. If necessary, substitute equipment is not available through other city departments, replacement equipment will be rented via commercial vendors.

Since all waste to be delivered to the PCSMF will be scheduled, all waste deliveries would be rescheduled once the PCSMF is operational. If alternate waste handling is necessary for a lengthy shut down of the site, waste would be transported to other DEQ permitted facilities as appropriate.

3.7 MAINTENANCE PLAN

3.7.1 Groundwater Monitoring Wells and Leachate Management System

The PCSMF personnel or qualified consultant will conduct quarterly inspection of all ground

water monitoring wells and LMS components.

3.7.2 Gas Monitoring System

The PCSMF will not be equipped with a landfill gas recovery system and therefore will have no maintenance requirements.

3.8 DISEASE AND VECTOR CONTROL

Due to the nature of the waste (soils) to be managed at the PCSMF, vectors are not anticipated to be a problem.

3.8.1 Insects

Eliminating breeding areas is essential in the control of insects. PCSMF will minimize the breeding areas by reducing ponded water.

3.8.2 Rodents

Due to the nature of the waste (soils) to be managed at the PCSMF, rodents are not anticipated to be a problem.

3.8.3 Birds

Due to the nature of the waste (soils) to be managed at the PCSMF, birds are not anticipated to be a problem.

3.8.4 Fugitive Dust

The roads leading to the PCSMF site are anticipated to be paved with site access being provided via a maintained gravel access road. Some construction activities and daily truck traffic may produce a certain amount of dust. Dust generation from site operations may be compounded by the occasional high wind to present a periodic fugitive dust problem. If the dust problem elevates above the “minimum avoidable dust level”, the landfill personnel will apply water to problem areas or cease site operations until wind conditions are favorable.

The PCSMF will have a water truck on site or have access to a PCMC water truck to be used for dust suppression. Water will be applied to the gravel roads leading to all landfill facilities and to the tipping face. The water will be applied as often as needed to control the dust or to facilitate soil compaction within the cell.

3.8.5 Litter Control

Due to the nature of the waste (soils) to be managed at the PCSMF, blowing litter will not be a

problem.

3.9 RECYCLING

Due to the nature of the waste (soils) to be managed at the PCSMF, no recycling will be performed at the facility.

3.10 TRAINING PROGRAM

As part of the initial training of new employees, the PCSMF employees will be required to read the PCSMF permit. The Manager will conduct annual training with all landfill personnel that will include a review of the landfill permit, specifically the provisions of the Plan of Operation. All personnel associated with the operation of the PCSMF will receive annual training in the operational aspects required at the PCSMF. Regular safety and equipment maintenance training sessions will be held to ensure that employees are aware of the latest technologies and that good safety practices are used at all times.

3.11 RECORDKEEPING

A daily operating record will be maintained as part of a permanent record on the following items:

- Waste Acceptance Logs
- Waste Screening Forms
- Quarterly Inspections

Operational forms used to document the operations of the PCSMF are presented in Appendix D of the draft permit.

3.12 SUBMITTAL OF ANNUAL REPORT

PCMC will submit a copy of its solid waste facility annual report to the Director by March 1 of each year for the most recent calendar or fiscal year of facility operation. The annual report will include facility activities during the previous year and will include, at a minimum, the following:

- Name and address of facility
- Calendar or fiscal year covered by the annual report
- Annual quantity, in tons or volume, in cubic yards of solid waste handled for each disposal facility
- Annual update of required financial assurances mechanism pursuant to Utah Administrative Code R315-309
- Ground water monitoring results
- Annual training documentation

3.13 INSPECTIONS

The Manager, or his/her designee, will inspect the facility to minimize the likelihood of malfunctions, operator errors, and discharges that may cause or lead to the release of wastes to the environment or to a threat to human health. These inspections will be conducted on a quarterly basis, at a minimum. Quarterly Inspections will include at least the date and time of inspection, the printed name and handwritten signature of the inspector, a notation of observations made, and the date and nature of any repairs or corrective actions. Inspection records will be available to the Director or an authorized representative upon request.

3.14 RECORDING WITH COUNTY RECORDER

Plats and other data, as required by the County Recorder, will be recorded with the Summit County Recorder as part of the record of title no later than 60 days after certification of closure.

3.15 STATE AND LOCAL REQUIREMENTS

The PCSMF will comply with all applicable state and local requirements including zoning, fire protection, water pollution prevention, air pollution prevention, and nuisance control.

3.16 SAFETY

Landfill personnel will be required to participate in an ongoing safety program. This program will comply with all safety requirements of PCMC.

3.17 EMERGENCY PROCEDURES

In the event of an accident or any other emergency situation, the Operator will notify the Manager and proceed as directed. If the Manager is not available, the Operator will call the appropriate emergency number posted by the telephone. The emergency telephone numbers are:

Summit County Central Dispatch	911
Matt Twombly, Project Manager	(435) 615-5177
Summit County Health Department	(435) 333-1511
Park City Fire Department	(435) 940-2500

Exhibit G – Draft Construction Mitigation Plan Template

The following represents a template soils management plan (SMP) for managing the excavation, staging, loading, and hauling soils from a construction site to an offsite repository. This SMP which will be part of a broader Construction Mitigation and Stormwater Management Plan (SWPPP) required with the building permit. Once a contractor is hired, a more formal and site specific plan will be developed. This is standard work that occurs at every excavation and construction site within the Soils Boundary, as otherwise required by the Building Department.

The SWPPP will be prepared and implemented separately in strict accordance with local, State and Federal guidelines. The primary goals of the SWPPP will be: i) to limit the areas of disturbance of the existing vegetation to only those areas required to install the proposed improvements; ii) to retain sediment on site to the extent practicable through the selection, installation and maintenance of storm water control measures in accordance with good engineering practices; and, iii) to prevent construction litter, debris and chemicals from becoming a pollutant source of storm water discharges. The SWPPP will also be designed to protect Park City's water sources and their designated water source protection areas.

Excavated Soils

Excavated materials generated from the project will be processed and reused or disposed of at an approved (soils repository) facility. Materials will be processed by sorting the material into structural fill and top soil. The bulk of this processing will occur pursuant to a City approved Construction Mitigation Plan which reduces the overall number of haul trips necessary to transport the excavation waste material to its final approved location and minimizes impacts on existing neighborhoods and residents. Processed materials which are suitable for reuse as engineered fill, aggregate, or landscaping materials will be returned to the site as needed. This reuse will reduce offsite truck trips.

Park City may require performance bonds to ensure compliance with specific Construction Mitigation Plans, which would be forfeited at the time of any violation.

Bevill Exempt Soils

Bevill soils do not require additional testing to be taken to an approved facility such as the Gordo or Wasatch Regional or Grassy Harbors. The UDEQ permit for Gordo recognizes that the soils from within the Soils Ordinance Boundary are Bevill Exempt unless they are characterized as hazardous:

I.B. Acceptable Waste

- I.B.1. Mine waste soils which are excluded from hazardous waste requirements according to Utah Administrative Code R315-261-4(b)(7) associated with historic tailings impoundments located within the Park City Soil Ordinance Boundary, which will be excavated as shown in Attachment 2.

I.C. Prohibited Waste

- I.C.1. Any wastes which are not mine waste soils excluded from hazardous waste requirements according to Utah Administrative Code R315-261-4(b)(7) associated with historic tailings impoundments located within the Park City Soil Ordinance Boundary.
- I.C.2. Any prohibited waste received and accepted for treatment, storage, or disposal at the facility shall constitute a violation of this Permit, of Utah Code Ann. § 19-6-101 through 125 and of R315-301 through 320 of the Utah Administrative Code.

Dust control on Excavation Site

PCMC Municipal Code 11-15- 6 (Soils Ordinance). 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.

As it is with any construction project, the production of dust on the site is inevitable, however, steps can be taken to help mitigate the amount of dust that is produced. Within the Building Department is the Code Enforcement Team. This team enforces the CMP and will do periodic inspections of all Park City jobsites to verify their compliance. They will also field calls from the public and respond to them when they believe an infraction has occurred.

CMP Template

On Site

- 1) Water is available on the jobsite and the General Contractor (GC) will be responsible to obtain a hydrant meter from the Water Department prior to the start of construction.
- 2) The GC, or his subcontractor, will provide firehose that can be attached to the hydrant meter.
- 3) Once excavation, (or any activity that may produce dust) starts, the GC will be ultimately responsible to mitigate the dust. This can be accomplished by either utilizing the firehose or a watering truck, depending on the occurrence.
- 4) Once water has been introduced to the site, there is now the potential for the tracking of mud from the site onto the streets. As stated in the overall CMP, Section 7, "Construction entrance roadways must be stabilized with gravel so as to inhibit sediments from being deposited into the public ways."

- 5) We anticipate that this project will be stockpiling soils from the excavation, on site. As stated in the CMP, Section 15, the contractor, "shall comply with PCMC Title 11, Chapter 15, including but not limited to dust control and covering soil." Once the pile starts, the accumulated soil will be watered down, if required. The pile may be covered if it is exposed for longer periods of time, if required.
- 6) Once the contractor is comfortable with the amount of soil that has accumulated, he will arrange trucking from the site to the future repository(ies). If the soil being loaded merits it, the pile being dumped into the dump truck will be watered. There may also be instances where once the soil has been deposited into the truck bed, it may require another douse of water to mitigate the dust on the trip.
- 7) As per the soils ordinance, and state regulations, all trucks leaving the site with soils are required to have a tarp or covering over the truck bed to help mitigate the dust during the trip.

On the Road (Hauling)

- 1) All covered trucks leaving the site are required to exit as per the instructions in #4 above.
- 2) As stated in the CMP, Section 7, "Accidental deposits must be swept up immediately and may not be washed down by rain or any other means."
- 3) All truck tarps or coverings will be inspected on a regular basis.

Street Cleaning:

A truck wash at the entrance to the job site can eliminate most sediment transport from the job site to the City's storm water conveyance. Consequently, the drop inlets downhill of the project will be equipped with silt traps of filter fabric or hay bales. These silt traps will be inspected on a weekly basis and prior to any forecast for precipitation and cleaned as needed. Streets will be swept as needed depending on the effectiveness of the truck wash program. Streets will also be inspected and cleaned as needed prior to any forecasted precipitation.

At the Soil Repository Site

This will depend on where the soils will ultimately end up. If the soils are going to a facility outside of Park City, the contractor will be required to follow all rules of the road as set forth by UDOT.

If the soils go to the new repository at Quinn's Junction, here is a draft of the PLAN since the site has not been developed as of now:

- 1) Water is available on site and the site superintendent (TBD) will be required to have a hydrant meter with "x" feet of firehose available. He may also have access to a watering truck and other spraying equipment.
- 2) The site superintendent (SS) will instruct the dump truck driver where to deposit his soil.
- 3) As the soils are dumped, the SS will determine as to whether it is necessary to hose the soil as it leaves the truck bed to mitigate any potential for dust.
- 4) Throughout the day, the SS will inspect the soil piles as they accumulate, and hose them down as necessary.

- 5) As trucks are leaving the site, the SS will verify that dirt is not being tracked out onto the public roads. If they are, it will be swept up as necessary.
- 6) At the end of the day, the SS can do one of two things to mitigate the potential for dust:
 - 1) Sprinkler heads can be positioned around the perimeter of the cell and the pile can be watered overnight or through the week to minimize the potential of dust.
 - 2) A material such as visqueen can be laid and secured over the pile as per the soils ordinance.

Exhibit I – Soil Hauling Analysis

This memo includes two analysis related to hauling soils on local roads conducted by City staff. Figure 1 was submitted by the Transportation Staff and confirms preliminary analysis that both the roadways and intersections can handle the hauling of soils from the art and culture site without a reduction in level of service (more congestion).

Figure 2 was submitted by city project management staff and quantifies the number of trips to take the soils to the Gordo site and compares if all the soils were hauled elsewhere. The number of trip assumptions were slightly different across the two memos in that transportation focused on worst case scenario (per day capacity) and project staff thinks those numbers will be lower based on limitations from length of trip to western Utah and facility hours of operation.

The following summarized Figure 1 and 2:

Figure 1:

1. SR 248 Level of Service - The highest estimate of increased number of trucks as a percent of total traffic is 1.3% , and would not impact current level of service of SR 248.
2. Bonanza/SR 248 Intersection Level of Service - The Bonanza Drive intersection operates at a LOS C in the existing conditions, and with the low amount of traffic added to the through movement, it is projected that the intersection will continue to operate at acceptable LOS (C or D) during peak hours.

Figure 2:

1. Due to length of trip, hours of facility operation, and size of truck, projections to haul estimated soils from art and culture (60,000cy) and other known City projects (6,700 cy) to:
 - a. Gordo Site is 13,370 total round trips over 37 weeks.
 - b. West Desert Site is 11,983 trips but over 56 – 100 weeks.

Figure 1 – Memo on SR 248 Capacity and Level of Service

To: Jonathan Weidenhamer
From: Alex Roy
Date: 5/20/21
Subject: Arts & Culture Excavation Truck Impacts on SR248

This memo is to provide high level analysis to the potential impacts to SR248 due to truck traffic generated by the Arts & Culture (A&C) construction preparation. This response is based on information provided via email by Jon Weidenhamer. Transportation and Engineering staff do not believe that a formal traffic analysis is warranted by the projected number of vehicle trips generated by the hauling of soils. If elements are determined to need more analysis, additional steps including consultant procurement for a detailed technical analysis can be discussed.

Truck trips needed

The range of truck trips needed to remove the A&C dirt range from 4,300 total trucks to 12,800 total trucks. This range depends on the type of truck, ranging from the standard dump truck to a big side dump truck with pup. Excavation “season” is estimated to be four months long or 103 days.

Truck trips as percent of overall traffic

- 4,300 Total trucks / 103 days = 42 Trucks loads a day (84 round trips)
- 12,800 Total trucks / 103 days = 124 Trucks loads a day (248 round trip)

The Annual Average Daily Traffic on SR248 between 224 and Comstock is 27,000 vehicles (2019) and the Annual Average Daily Traffic on SR248 between Wyatt Earp and SR40 is 19,000 (2019). *Source:*
<https://www.udot.utah.gov/connect/docs/aadt-google-map/>

- 0.3% - 0.9% of total trips on SR248 between 224 and Comstock
- 0.44% - 1.3% of total trips on SR248 between Wyatt Earp and SR40

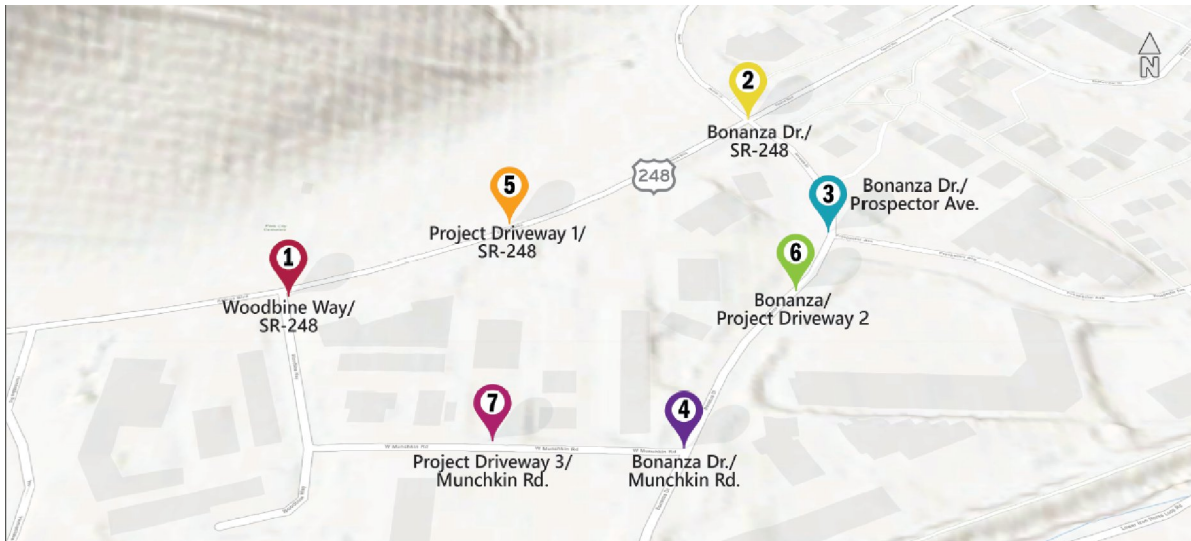
The highest amount of trucks as a percent of total traffic is 1.3% between Wyatt Earp and SR40. Based on feedback from City project management staff, this seems to be the most likely scenario if Gordo was the destination. The trucks as a percentage of total trucks estimate would be it is around 1% of the existing traffic, when combining the two segments.

Truck trips at intersections

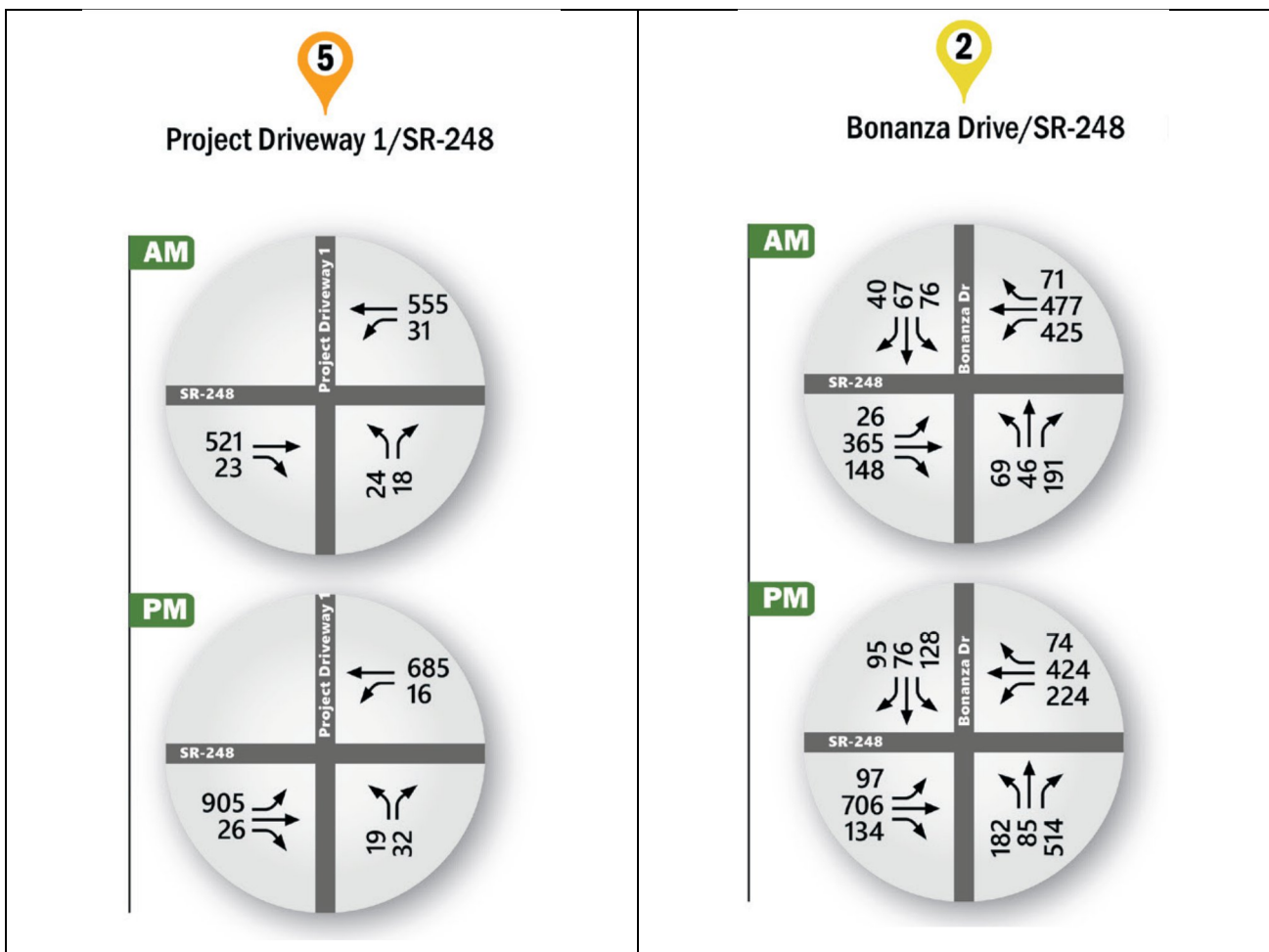
Based on the following supposition, excavation “season” is 4 months long, 6 days a week, from 8am-6pm each day. $120 \text{ days} \times 6/7 = 103 \text{ days} \times 10 \text{ hours} = 1030 \text{ hours} = 61,800 \text{ minutes}$.

- $61,800/12,800 \text{ truckloads} = 5 \text{ minutes per truck}$.
- $61,800/4,300 \text{ truckloads} = 14 \text{ minutes per truck}$.

Based on the range of needed truck trips it is estimated that a truck will enter onto 248 between every five to 14 minutes. It is anticipated that the Project Driveway on 248 (#5) will be the primary ingress/egress route for the A&C excavation.



The existing vehicle turning movements for Project Drive 1/ 248 (#5) and Bonanza/ 248 (#2) are:



The impact to the above intersections would be adding 4-12 trucks during the peak hours to the NB right and EB left movements for the Project Driveway 1 and to the EB and WB through movements to the Bonanza Drive intersection.

Due to the intersection design, the Project Driveway was not analyzed for LOS in the existing conditions. In existing + project conditions the Driveway intersection operates at a LOS C. If the traffic impacts of trucks entering/exiting 248 at the Driveway is a continuing concern, it may be worthwhile to ask for an intersection analysis to determine que lengths. Fehr & Peers did the initial LOS so it would likely be easiest and fastest to work with them to update the existing model. The Bonanza Drive intersection operates at a LOS C in the existing conditions, and with the low amount of traffic added to the through movement, it is projected that the intersection will continue to operate at acceptable LOS (C or D) during peak hours.

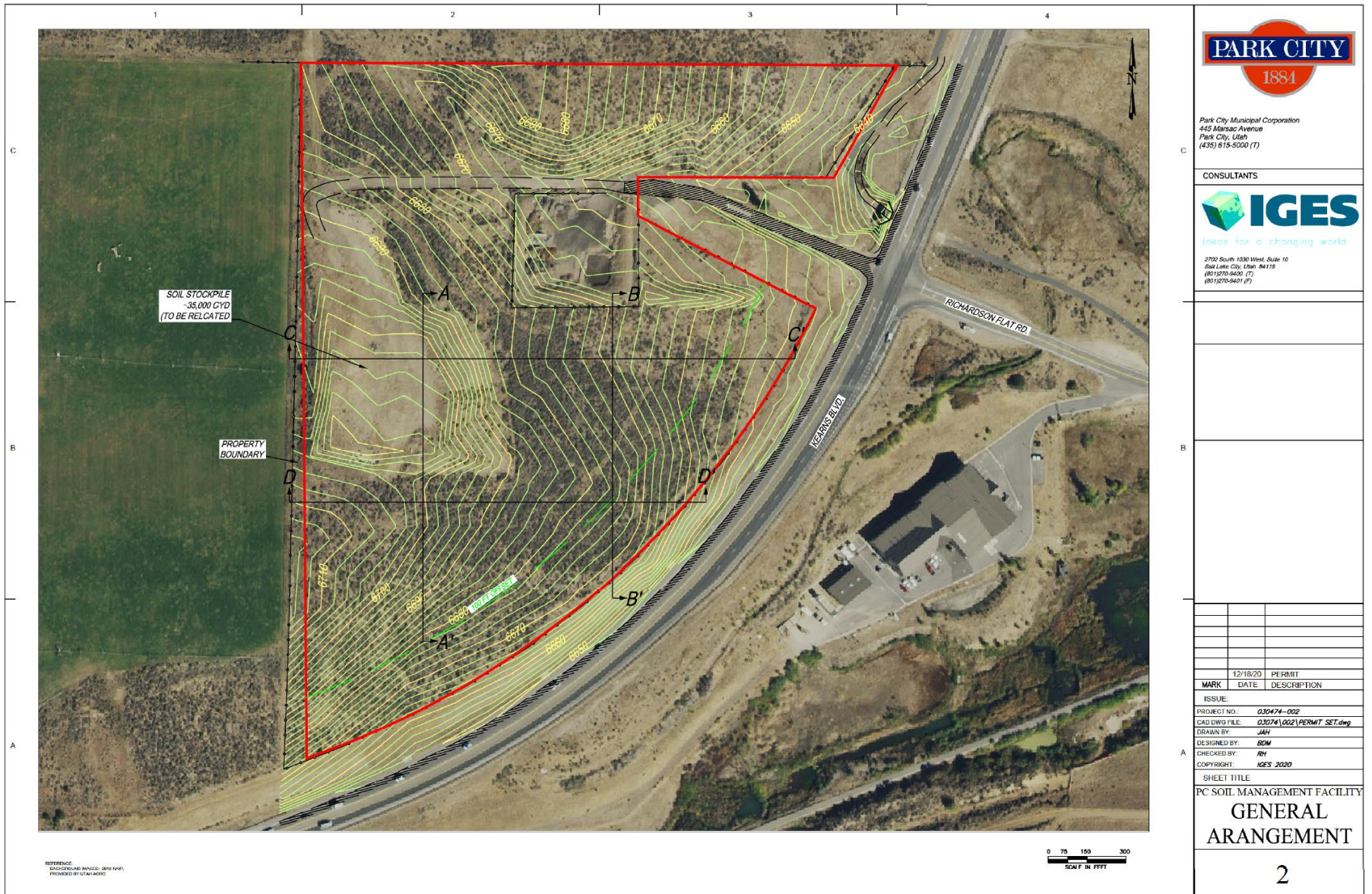
Figure 2 - Soil Hauling to Gordo vs. West Desert

To Gordo													
Location	QTY	CY/Truck	Truckloads	# Trucks	Trips/Day / Truck	Total Trips/Day	CY/Day	# Days	Days/Week	# Weeks	Round Trips/Day	Total Round Trips	% of *ADT
Arts & Culture	60,000	10	6,000	6	10	60	600	100			120	12,000	
April 15 - October 15								78	3	26			
October 15 - April 15								22	2	11			
A&C to Comstock													0.444%
Comstock to Gordo													0.632%
Misc A&C (Homestake, Munchkin)	6,850	10	685									1,370	
Total to Gordo	66,850		6,685					100		37		13,370	
To Tooele w 10yd trucks													
Arts & Culture	60,000	10	6,000	10	2	22	220	273			44	12,000	
April 15 - October 15								156	3	52			
October 15 - April 15								117	2	59			
A&C to Comstock													0.163%
Comstock to Gordo													0.232%
Misc A&C (Homestake, Munchkin)	6,850	17	403	5	2	10		40		13		806	
Gordo	35,000		2,059					94		31		4,118	
Total to Tooele	101,850		8,462					407		155		16,924	
To Tooele w 17yd trucks													
Arts & Culture	60,000	17	3,529	10	2	22	374	160			44	7,059	
April 15 - October 15								90	3	30			
October 15 - April 15								52	2	26			
A&C to Comstock													0.163%
Comstock to Gordo													0.232%
Misc A&C (Homestake, Munchkin)	6,850	17	403	5	2	10		40		13		806	
Gordo	35,000		2,059					94		31		4,118	
Total to Tooele	101,850		5,991					276		100		11,983	
- Hauling to Gordo – 10% more trucks/day between A&C & Gordo. 30-60% less total weeks of hauling soils. This number of trips averages approximately .5% of the average daily trips on SR 248. - Hauling to West Desert – 10% less trucks between A&C & Gordo. <u>11,984 truck trips between Gordo and HWY 40 on SR 248 over 56 – 100 weeks</u> of hauling soils. This number of trips averages approximately .20 of the ave. daily traffic on SR 248.													
* The Annual Average Daily Traffic on SR248 between 224 and Comstock is 27,000 vehicles (2019) Annual Average Daily Traffic on SR248 between Wyatt Earp and US 40/Gordo is 19,000 (2019). Source: https://www.udot.utah.gov/connect/docs/aadt-google-map/													

SOILS MANAGEMENT FACILITY

Height Analysis

Permit Concept vs Planned
June 2021



Existing Grades

Highest Elevation of Existing Stockpile – 6710'



Cell 1 Excavation & Berm: Berm Height 19' above existing Max

Existing Condition

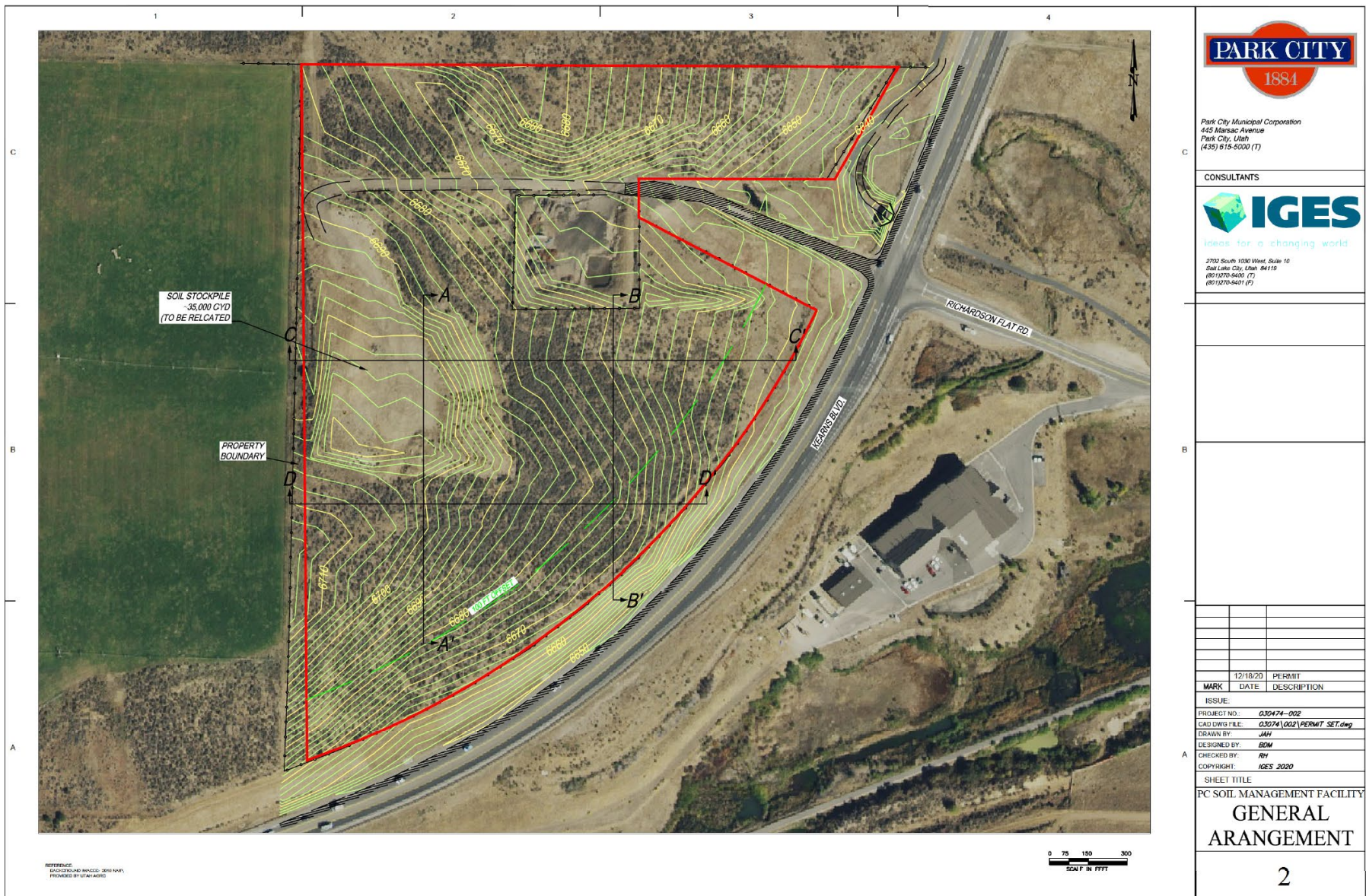


Vantage Pt 1

With Berm

19' Max Above
Existing Grade





Existing Grades

Highest Elevation of Existing Stockpile – 6710'



Final Cover – Permit Concept v
Planned Quantities:

Current elevation of stockpile - 6710
Concept elevation of final cover – 6720 - 6724
Concept – 140,000 CY: 10-14' higher than existing.
Planned – 117,000 CY: Same height as existing.

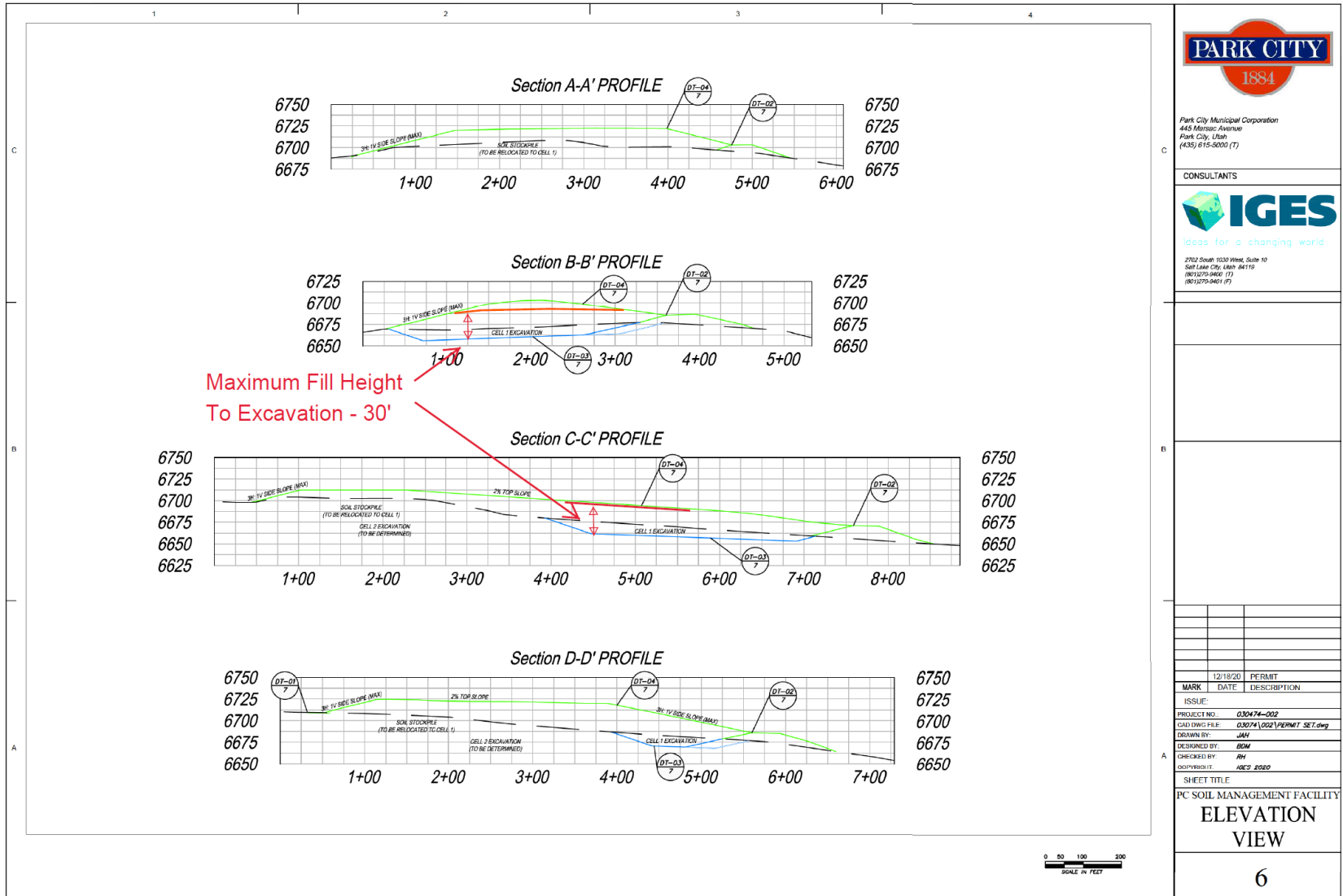
Existing Condition



Vantage Pt 1

Concept Plan
Final Cover





Permit Concept (140,000 CY): 38' Maximum Fill
Planned (117,000 CY): 30' Maximum Fill

Council Agenda Item Report

Meeting Date: July 15, 2021

Submitted by: Jonathan Weidenhamer

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Park City Soils Management Facility Public Hearing

Suggested Action:

This is the public hearing for Park City Soils Management Facility. Please refer to the Work Session agenda for the staff report and exhibits.

Attachments:

Council Agenda Item Report

Meeting Date: July 15, 2021

Submitted by: Brooke Moss

Submitting Department: Human Resources

Item Type: Staff Report

Agenda Section:

Subject:

Appoint Margaret Plane as the City Attorney of Park City Municipal Corporation

Suggested Action:

Attachments:

Council Agenda Item Report

Meeting Date: July 15, 2021

Submitted by: Ken Fisher

Submitting Department: Recreation

Item Type: Staff Report

Agenda Section:

Subject:

Sliding Fee Scale for MARC and the Ice Arena

Suggested Action:

Attachments:

[Sliding Fee Scale Staff Report](#)



City Council Staff Communications Report

Subject: Sliding Scale

Author: Ken Fisher, Recreation Director

Department: Recreation

Date: July 15, 2021

The purpose of the Sliding Fee Scale is to provide eligible adult & youth residents of the Park City School District (PCSD) a reduced fee for certain recreation activities at the MARC & Ice Arena. The fee reduction is based on Summit County's Average Median Income (AMI) and the applicant's gross family income. Individuals must apply to be eligible.

- Criteria for approval include: enrolled and attending school within the boundary of the Park City School District (private or charter schools in the district qualify) or currently employed or residing within the PCSD. Applicant(s) must provide proof of enrollment, residency or employment.
- Applicants must complete the Sliding Fee Application, which will be available in English & Spanish on the city website.
- Applicants must provide gross annual household income and household size but do not need to turn in documentation supporting their gross annual income. The department will not be collecting tax forms or other documentation. The Recreation Director reserves the right to request supporting documents, including a W-2 or similar supporting documents of income and household size.
- If income is falsified and the household does not qualify for a fee reduction, the total amount of all programs registered for will be required.
- A complete application must be submitted at least two weeks before the program start date. Registration fees will not be amended to a reduced rate after registering. Fees will be charged based on the patrons sliding fee scale status at the time of the registration.
- All applications will be reviewed within seven business days of being submitted. The review is done by recreation staff, and applicants will be notified of approval or denial. Patrons will also receive an email on approval and the discount percent approved based on the current Summit County AMI.
- If approved, the patron's household account will have a "flag" placed on it. The "flag" will automatically apply the approved discount when registering online. The "flag" will also notify staff at the front desk that patrons are approved for the sliding fee.

- **Fee Waivers:** The City intends that no resident is denied using any program, activity, or facility for reasons of financial hardship. If you have a financial hardship, please contact the Recreation Director to discuss opportunities.
- Full payment is required at the time of registration.
- Applications must be completed annually, dependent on the date of prior years' application. Approval of a discount does not guarantee a discount for subsequent years.
- Financial assistance is available for most programs, classes, and camps. Some activities may not be eligible for the full fee reduction due to direct costs. The Sliding Scale Program does not apply to PC MARC All-Inclusive Passes, 6 & 12-month facility passes, adult leagues, private lessons, personal training, third-party managed programs, programs that cost less than \$15, and tournaments or competitions.
- Discounts will be granted in percentages (30%, 50%, or 70%) of (select) program fees, dependent on gross household income and household size.

Sliding Fee Scale

% of AMI	Family Size					
	One	Two	Three	Four	Five	Six
Below 30% AMI; Receive 70% Discount	Less than \$24,000 Gross Income	Less than \$27,000 Gross Income	Less than \$31,000 Gross Income	Less than \$34,000 Gross Income	Less than \$37,000 Gross Income	Less than \$40,000 Gross income
31% to 50% AMI; Receive 50% Discount	\$24,001 - \$40,000 GI	\$27,001 - \$46,000 GI	\$31,001 - \$51,200 GI	\$34,001 - \$57,000 GI	\$37,001 - \$61,500 GI	\$40,001 - \$66,000 GI
51% to 70% AMI; Receive 30% Discount	\$40,001 - \$55,900 GI	\$46,001 - \$63,800 GI	\$51,201 - \$71,700 GI	\$57,001 - \$79,700 GI	\$61,501 - \$86,100 GI	\$66,001 - \$92,500 GI

- Staff plans on an August 1 implementation to coincide with fall program registration.

Council Agenda Item Report

Meeting Date: July 15, 2021

Submitted by: Michelle Downard

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

Motorcycle Exhaust and Excessive Noise Enforcement

Suggested Action:

Attachments:

[Traffic Enforcement Staff Report](#)



City Council Staff Communication Report

Subject: Traffic Enforcement Update
Author: Captain Phil Kirk & Lieutenant Rob McKinney
Department: Police Department
Date: July 15, 2021
Type of Item: Informational

In response to Council and community requests, the Police Department has focused enforcement efforts on vehicles with loud exhaust systems. Police have also focused on Hillside Avenue, enforcing both the "No Left-Hand Turn" regulatory sign off Marsac Avenue and the 'No Thru Traffic,' sign on Main Street towards Hillside Ave.

Loud Exhaust Systems

On [March 11, 2021](#), during the Noise Ordinance Discussion, Council asked staff to proactively enforce against vehicles with loud exhaust systems, which negatively affect the quality of life for residents & visitors, primarily in the Main Street corridor and in Old Town.

Soon after the Council meeting, the City Attorney's Office, Executive Department, and Police Department discussed causes, enforcement limitations, and potential solutions to address excessive vehicle noise.

Staff evaluated various enforcement tools, including the City's Noise Ordinance, which is best suited for stationary sources of sound, and the Utah Code, which is best suited for motor vehicle equipment violations that generate excessive noise. After discussing enforcement tools with other law enforcement agencies and internal departments, staff strategized the most effective approach to address vehicle noise. [Utah Code 41-6a-1626](#) does not require a decibel meter reading for enforcement and allows an officer to conduct a traffic stop on a vehicle based on reasonable suspicion that the vehicle's noise-suppressing system has been modified due to excessive or unusual noise.

41-6a-1626. Mufflers -- *Prevention of noise, smoke, and fumes -- Air pollution control devices.*

- (1)
 - (a) *A vehicle shall be equipped, maintained, and operated to prevent excessive or unusual noise.*
 - (b) *A motor vehicle shall be equipped with a muffler or other effective noise suppressing system in good working order and in constant operation.*
 - (c) *A person may not use a muffler cut-out, bypass, or similar device on a vehicle.*

Prior to enforcement, police officers notified businesses of the added emphasis on excessive exhaust noise enforcement.

Since then, officers have dedicated a significant amount of time to proactively detect violations and have issued nine (9) written warning citations or fix-it tickets to first time violators. The warning citations are documented, and subsequent violations will likely result in escalated enforcement, including formal citations. Staff is confident in this

approach of escalating enforcement to encourage compliance and communicate Park City's intent to manage livability.

date/time of violation	address of violator	violator age	vehicle make	action taken
6-12-2021; 1:30 pm	Salt Lake City	59	Harley Davidson	warning
6-12-2021; 12:30 pm	North Salt Lake	52	Harley Davidson	fix it ticket
6-12-2021; 2:00 pm	Payson	43	Harley Davidson	warning
6-19-2021; 12:10 pm	Park City	50	Harley Davidson	warning
6-19-2021; 3:30 pm	Fruit Heights	50	Yamaha	warning
6-19-2021; 4:10 pm	Wanship	21	Harley Davidson	warning
6-29-2021; 9:59 am	Heber	40	Chev, P/U	warning
7-3-2021; 12:50 pm	SLC	17	Ford, Mustang	warning
7-3-2021; 3:30 pm	PC	22	Nissan, GTR	warning

Hillside Avenue

The Park City Police Department has responded to numerous complaints and focused proactive enforcement efforts on Hillside Avenue, enforcing both the "No Left-Hand Turn" regulatory sign off Marsac Avenue and the 'No Thru Traffic,' sign on Main Street towards Hillside Ave.

The Police Department has contacted local resorts and shuttle companies to provide education and request compliance with the regulatory signage near Hillside Ave.

Since March 2021, the Police Department has conducted 75 traffic stops and issued 31 citations. The majority of the traffic stops involved the general public. However, five (5) individuals were identified as local shuttle drivers for local lodging companies.

Conclusion

Moving forward, the Police Department will continue focused enforcement of loud exhaust systems and Hillside Avenue in support of livability within Park City.

Council Agenda Item Report

Meeting Date: July 15, 2021

Submitted by: Jason Christensen

Submitting Department: Public Utilities

Item Type: Staff Report

Agenda Section:

Subject:

Storm Water Management Plan Public Input Website

Suggested Action:

Attachments:

[2021 SWMP Staff Report](#)



City Council Staff Communications Report

Subject: 2021 Storm Water Management Plan Public Input Website
Author: Liz Lagoy
Department: Public Utilities
Date: July 15, 2021

Park City maintains a stormwater drainage system called a Municipal Separate Stormwater System (MS4). In 2016 Park City was designated by the State of Utah as an MS4. Since then, we have been obligated to maintain a permit under State and Federal laws. In general, the permit requires activities under [6 general headings](#). Park City's Stormwater Management Program (SWMP) is the plan to comply with the required permit. In 2016 Park City created a SWMP, which has been posted on the Park City website for the public to view.

More specifically, under the Utah Pollutant Discharge Elimination System [General Permit for Discharges from Small Municipal Separate Storm Sewer System \(MS4s\)](#) (Permit), Park City is required to update our current SWMP, and submit it to the State within 180 days of the effective date of the Permit (per Section 2.3.2 of the Permit). The effective date of the new Permit is May 12th, 2021. Park City must comply with state and local public notice requirements to allow the public to provide input through our website during the SWMP revision process (per Section 4.2.2 of the Permit), and is therefore providing this information as a Staff Communications Report to meet this requirement.

The draft updated SWMP will be posted on the [stormwater page](#) on the Park City website. This will be posted as a draft for 1 week for public review and comment via the [Stormwater Comment Form](#) on the Park City Stormwater website. The comments from the website will be taken into account, and the SWMP will be updated and the final draft will be re-posted on the Park City Stormwater page. The SWMP will remain available for public input via the comment form for future annual reviews.

Storm Water Management Plan Updates Summary

The 2021 SWMP revision includes updates to the Post-Construction Storm Water Management, (Section 4.2.5 of the Plan). [A new ordinance](#) was recently adopted by Park City to implement this program, and the SWMP was updated to reflect this ordinance, as well as Permit updates for long term management. New development projects meeting applicable standards will be required to sign a maintenance agreement to manage rainfall on-site, and prevent off-site discharge using structural and non-structural Best Management Practices, as well as Low Impact Development.

The SWMP includes tables with goals on how Park City plans to meet the Permit's Minimum Control Measure requirements. These goals have been updated to reflect what Park City has accomplished, and additional goals that have been set to meet existing and new Permit requirements.

Public Input Website

We encourage the community to review the draft SWMP in the next 7 days, and use the "[Stormwater Contact/Comment Form](#)" link on the Stormwater page to comment and make suggestions to improve our stormwater program here in Park City.

Council Agenda Item Report

Meeting Date: July 15, 2021

Submitted by: Erik Daenitz

Submitting Department: Budget, Debt & Grants

Item Type: Staff Report

Agenda Section:

Subject:

Sales Tax Review-April 2021

Suggested Action:

Attachments:

[FY21 April Sales Tax Staff Report](#)

[Exhibit A: FY21 April Sales Tax Update](#)



City Council Staff Communications Report

Subject: April Sales Tax Revenue
Author: Erik Daenitz
Department: Budget
Date: July 15, 2021
Type of Item: Informational

Executive Summary

Park City's strong business environment outperformed in April 2021, setting a record for the highest revenues Park City has observed in any April on record. Positive momentum over winter months showed signs of carrying through to the shoulder season as the General Fund sales tax collection stands 4.6% up year-over-year as of the July through April window, which reflects all currently available data.

The Capital Fund and Transportation fund also benefitted from the momentum, with April sales tax revenues in excess of budgets and historical actuals.

Transient Room Tax posted notable growth relative to both April 2020 and April 2019, up 566% and 109%, respectively, pulling back significant amounts of early winter underperformance to stand only 8% down year-over-year in the July through April window.

Attachments

Exhibit A – FY21 April Sales Tax Update

April 2021 Sales Tax Update



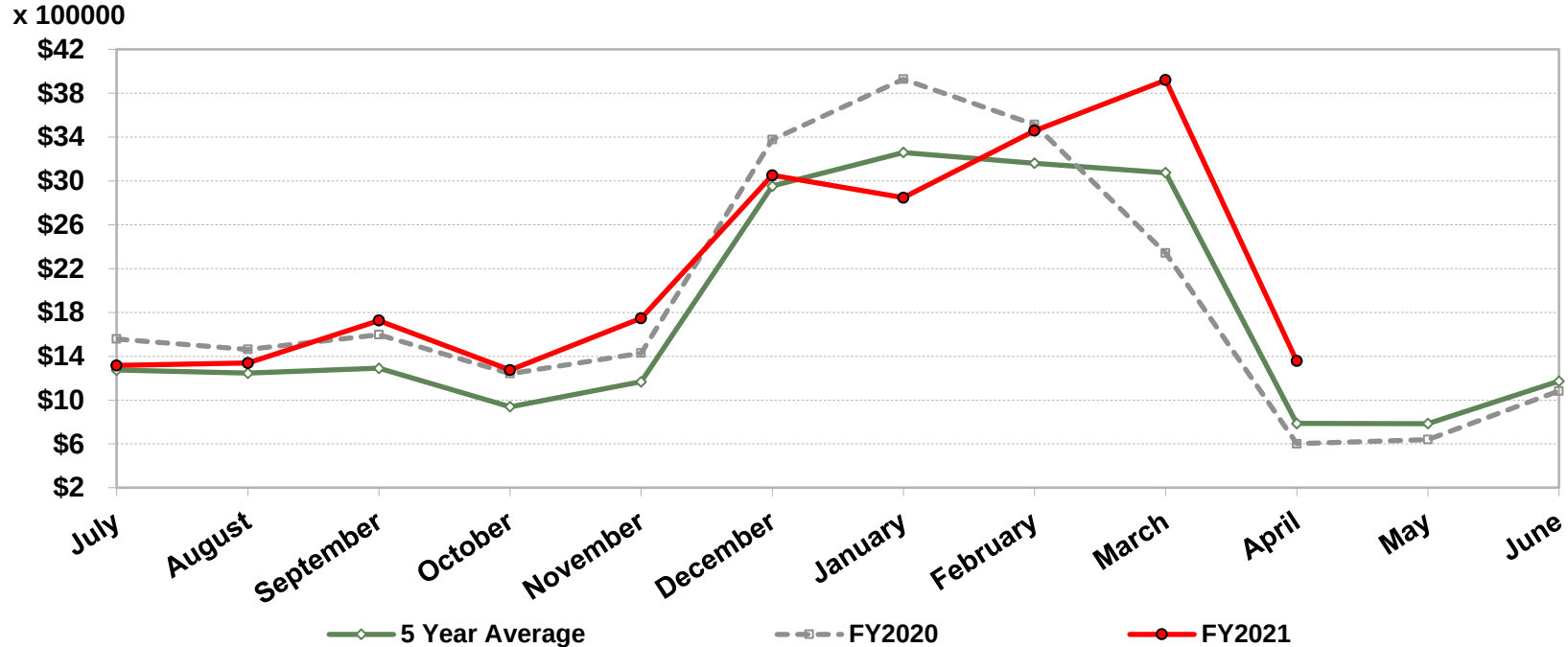
Citywide

PARK CITY

1884

117

Sales Tax Revenues through April



*Does not Include TRT or Transit Tax

- July–April up 4.6% vs. FY20
- April up 121% from previous April
- TRT July–April down -8%

Source: Park City Municipal Corporation. As of June 22, 2021.



General Fund

Sales Tax Summary – General Fund

General Fund - Sales Tax Summary - Monthly				
Month	FY19 Actual	FY20 Actual	FY21 Adj. Budget (Adopted Oct. 2020)	FY21 Actual
July	\$812,668	\$890,546	\$592,130	\$767,523
August	\$730,497	\$839,320	\$569,130	\$777,490
September	\$754,343	\$912,173	\$587,277	\$991,597
October	\$533,991	\$715,887	\$396,792	\$735,086
November	\$805,462	\$820,365	\$667,118	\$995,487
December	\$1,644,270	\$1,877,541	\$951,823	\$1,709,314
January	\$1,915,943	\$2,167,578	\$1,155,948	\$1,587,251
February	\$1,795,614	\$1,936,051	\$1,093,269	\$1,915,684
March	\$2,160,171	\$1,318,256	\$1,090,252	\$2,175,525
April	\$509,306	\$374,250	\$478,608	\$792,267
May	\$591,398	\$439,622	\$513,445	
June	\$771,332	\$603,136	\$632,274	
Total	\$13,024,993	\$12,894,725	\$8,728,066	

Sales Tax Summary – General Fund

General Fund - Sales Tax Summary - \$ Change

Month	FY20 Actual vs. FY19 Actual	FY20 Actual vs. FY20 Original Budget	FY21 Actual vs. FY20 Actual	FY21 Actual vs. FY21 Budget (Adopted Oct. 2020)
July	\$77,879	\$52,194	(\$123,023)	\$175,394
August	\$108,823	(\$2,041)	(\$61,829)	\$208,361
September	\$157,830	(\$38,870)	\$79,424	\$404,320
October	\$181,897	\$40,169	\$19,198	\$338,294
November	\$14,903	\$44,454	\$175,122	\$328,369
December	\$233,271	(\$222,037)	(\$168,227)	\$757,491
January	\$251,635	\$73,377	(\$580,327)	\$431,303
February	\$140,438	(\$116,856)	(\$20,367)	\$822,415
March	(\$841,914)	(\$1,051,782)	\$857,269	\$1,085,273
April	(\$135,056)	(\$570,080)	\$418,017	\$313,659
May	(\$151,776)	(\$172,163)		
June	(\$168,196)	(\$372,764)		
Total	(\$130,267)	(\$2,336,399)	\$595,257	\$4,864,878

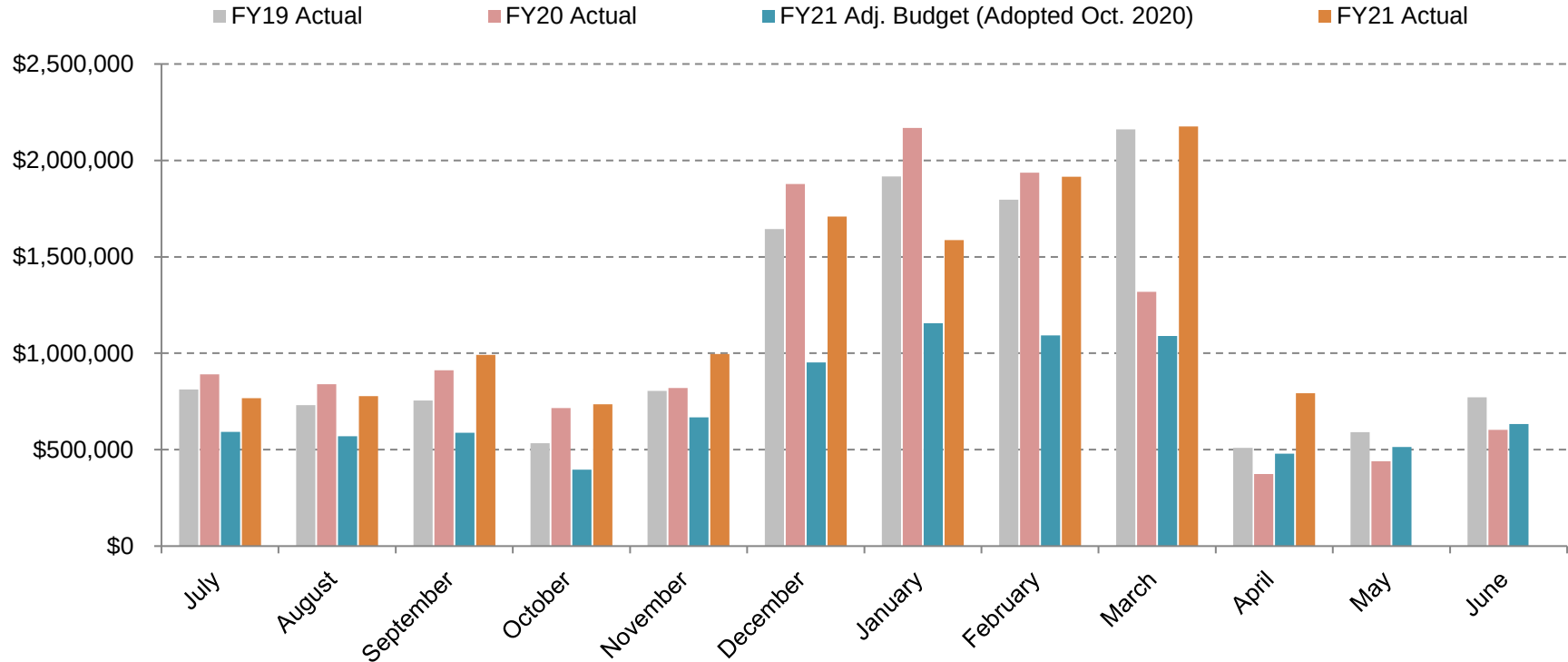
General Fund - Sales Tax Summary - % Change

Month	FY20 Actual vs. FY19 Actual	FY20 Actual vs. FY20 Original Budget	FY21 Actual vs. FY20 Actual	FY21 Actual vs. FY21 Budget (Adopted Oct. 2020)
July	10%	6%	-14%	30%
August	15%	0%	-7%	37%
September	21%	-4%	9%	69%
October	34%	6%	3%	85%
November	2%	6%	21%	49%
December	14%	-11%	-9%	80%
January	13%	4%	-27%	37%
February	8%	-6%	-1%	75%
March	-39%	-44%	65%	100%
April	-27%	-60%	112%	66%
May	-26%	-28%		
June	-22%	-38%		
Total	-1%	-15%		

Sales Tax Summary – General Fund

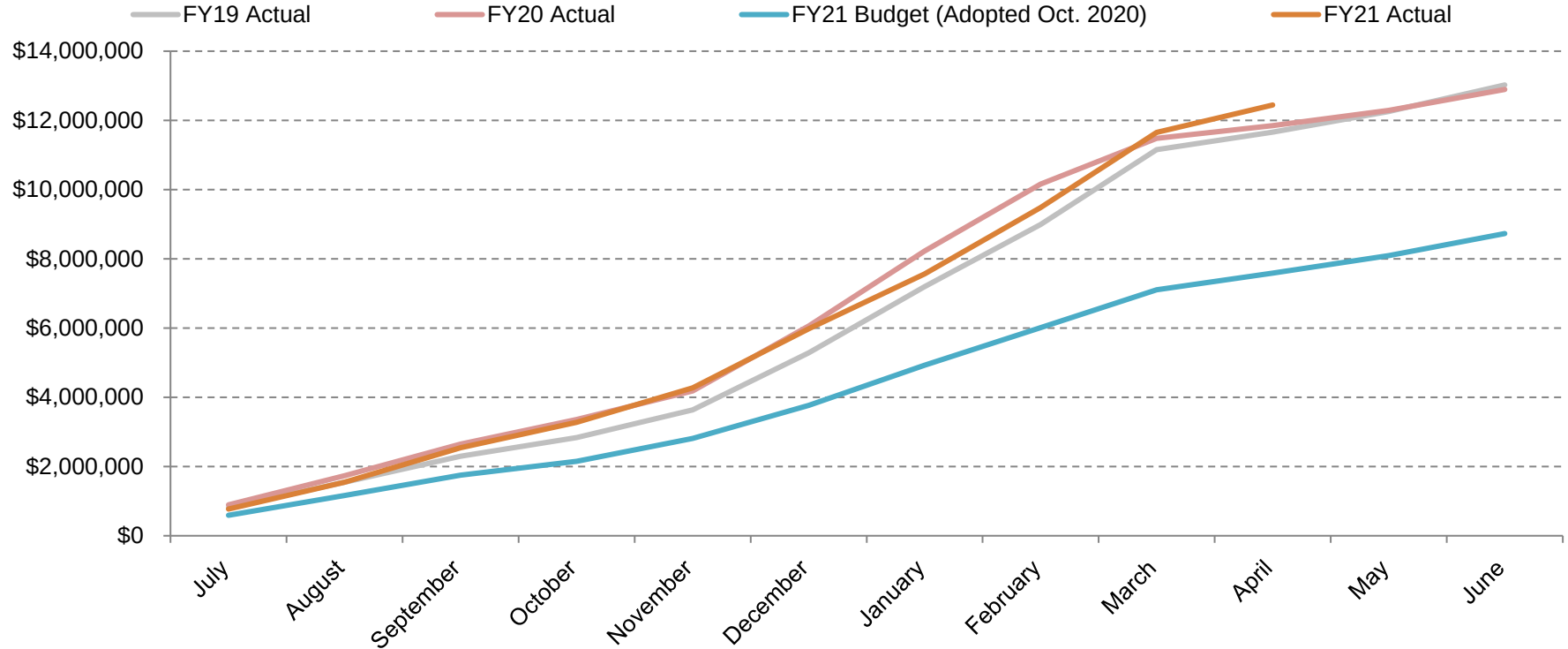
General Fund

Historical Sales Tax Revenues & Budgets Over Time by Month



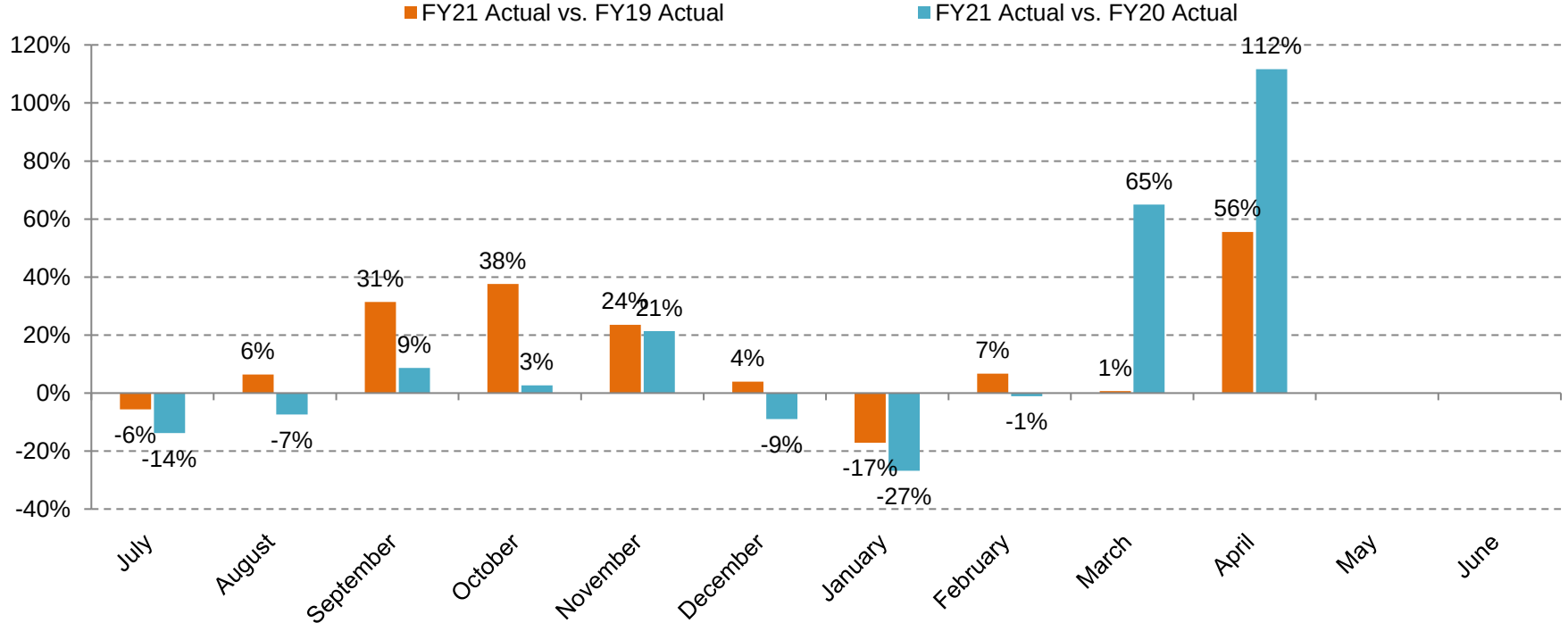
Sales Tax Summary – General Fund

General Fund - FY21 Cumulative Annual Sales Tax Revenues Through Different Lenses



Sales Tax Summary – General Fund

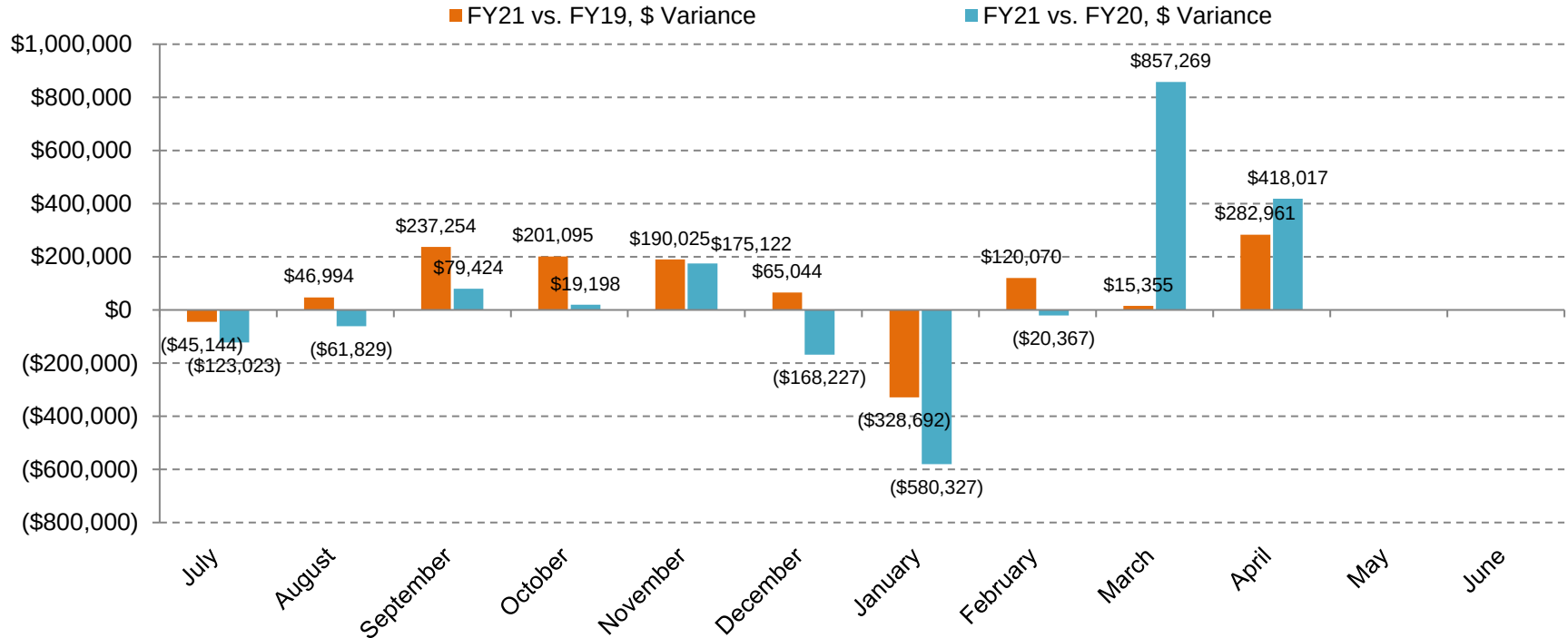
General Fund FY21 Sales Tax % Change from Previous Fiscal Years



Source: Park City Municipal Corporation. As of June 22, 2021. Note, FY21 January distribution numbers are estimated from State of Utah raw distribution numbers. **124**

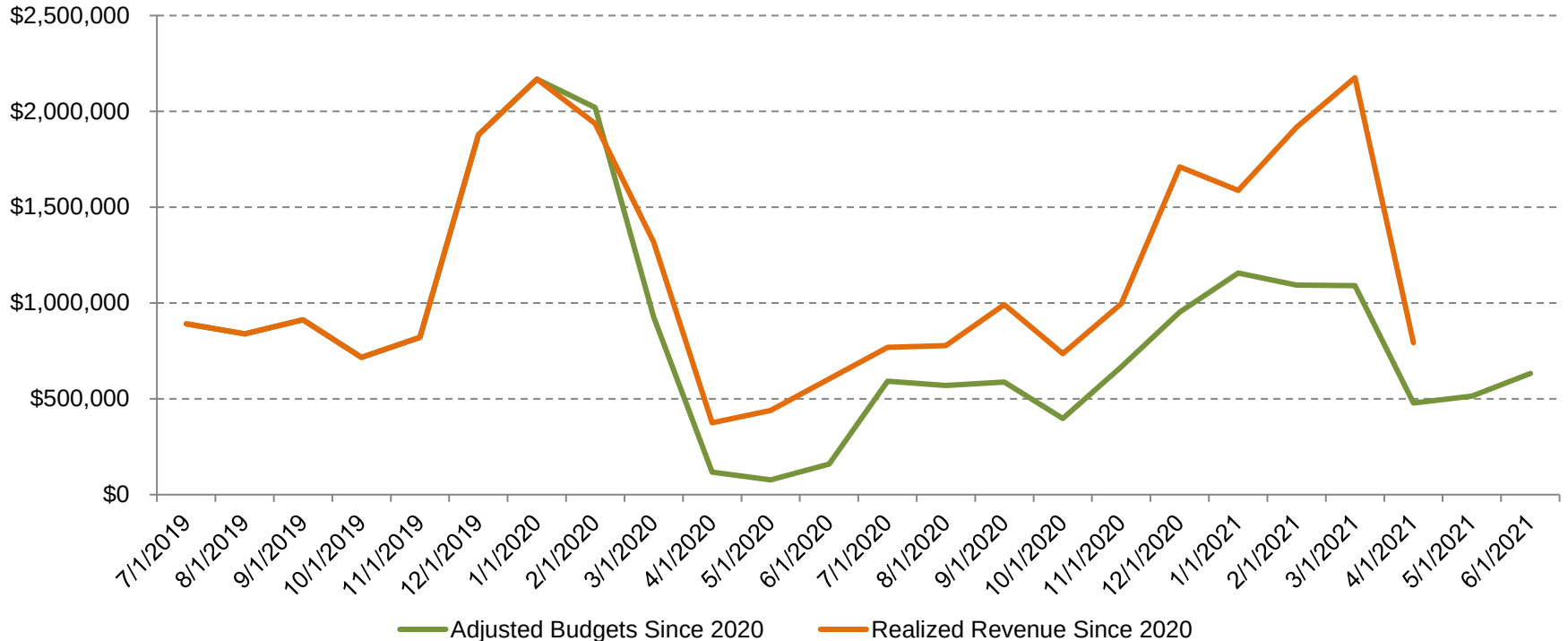
Sales Tax Summary – General Fund

General Fund \$ Change from Previous Fiscal Years



Sales Tax Summary – General Fund

General Fund - Sales Taxes Original Budgets, Adjusted Budgets and Realized Revenue Since FY20





Capital Fund

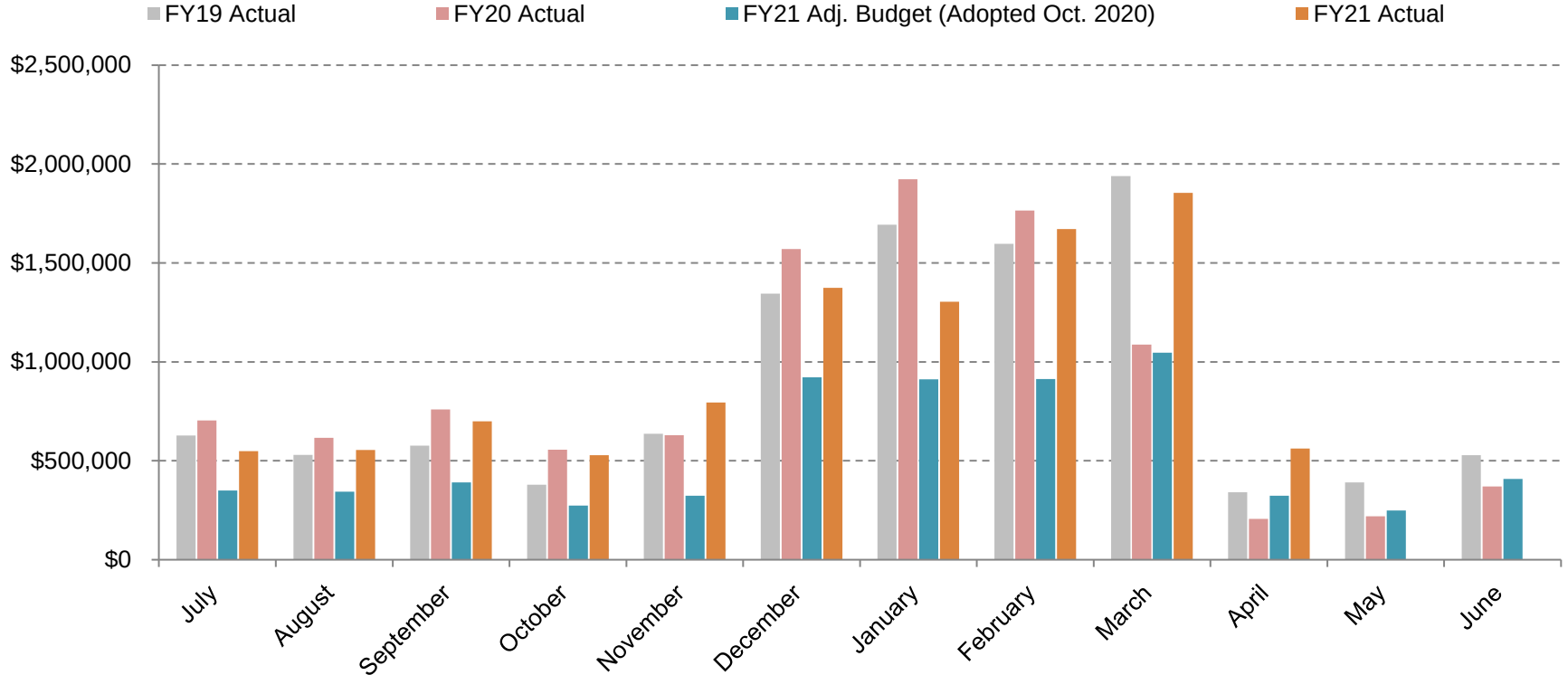
Sales Tax Summary – Capital Fund

Capital Fund - Sales Tax Summary - Monthly				
Month	FY19 Actual	FY20 Actual	FY21 Adj. Budget (Adopted Oct. 2020)	FY21 Actual
July	\$627,203	\$704,479	\$349,121	\$548,052
August	\$529,229	\$616,238	\$343,560	\$555,028
September	\$577,009	\$759,286	\$390,073	\$699,815
October	\$378,251	\$555,393	\$273,572	\$527,415
November	\$635,932	\$629,796	\$323,013	\$794,579
December	\$1,344,356	\$1,570,492	\$921,876	\$1,374,419
January	\$1,693,495	\$1,923,089	\$911,358	\$1,303,836
February	\$1,596,315	\$1,765,073	\$913,518	\$1,670,788
March	\$1,938,349	\$1,087,888	\$1,046,362	\$1,853,291
April	\$340,118	\$206,191	\$323,282	\$561,427
May	\$390,732	\$218,762	\$248,089	
June	\$528,340	\$369,764	\$407,603	
Total	\$10,579,328	\$10,406,450	\$6,451,427	

Sales Tax Summary – Capital Fund

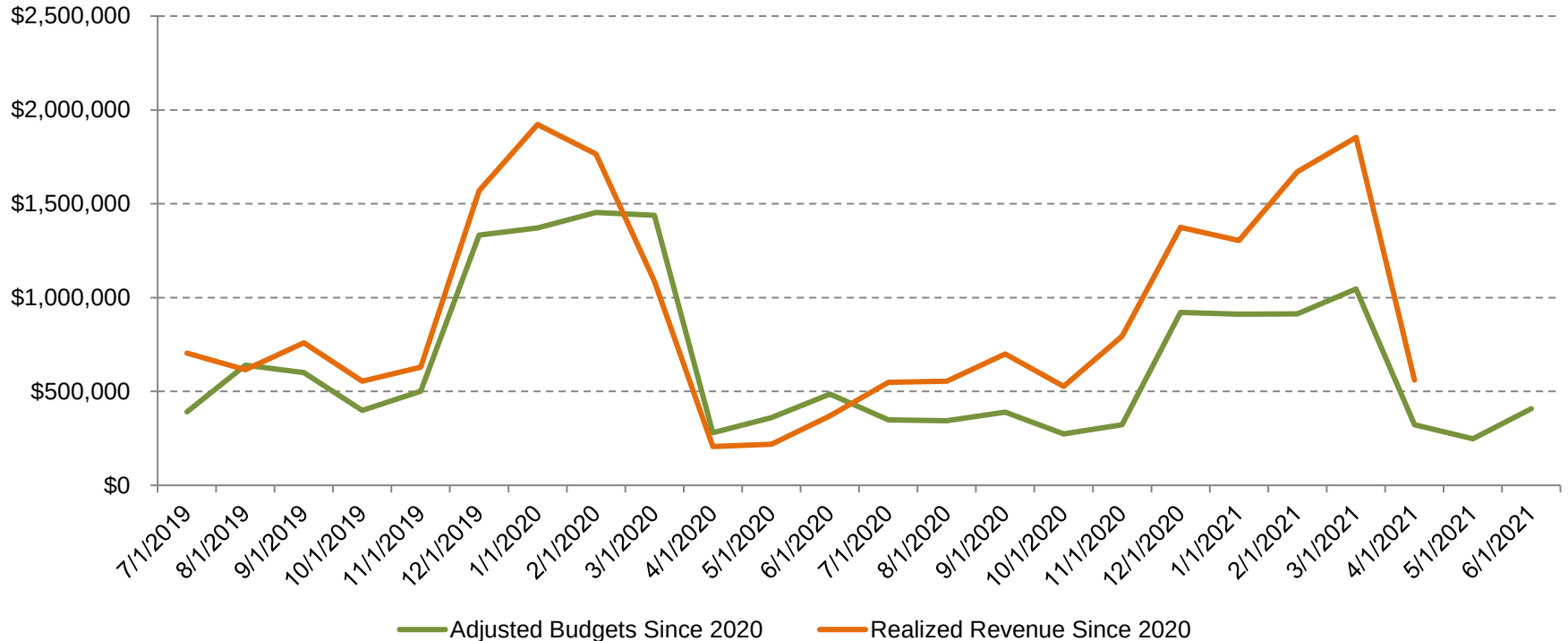
Capital Fund

Historical Sales Tax Revenues & Budgets Over Time by Month



Sales Tax Summary – Capital Fund

Capital Fund - Sales Taxes Original Budgets, Adjusted Budgets and Realized Revenue Since FY20

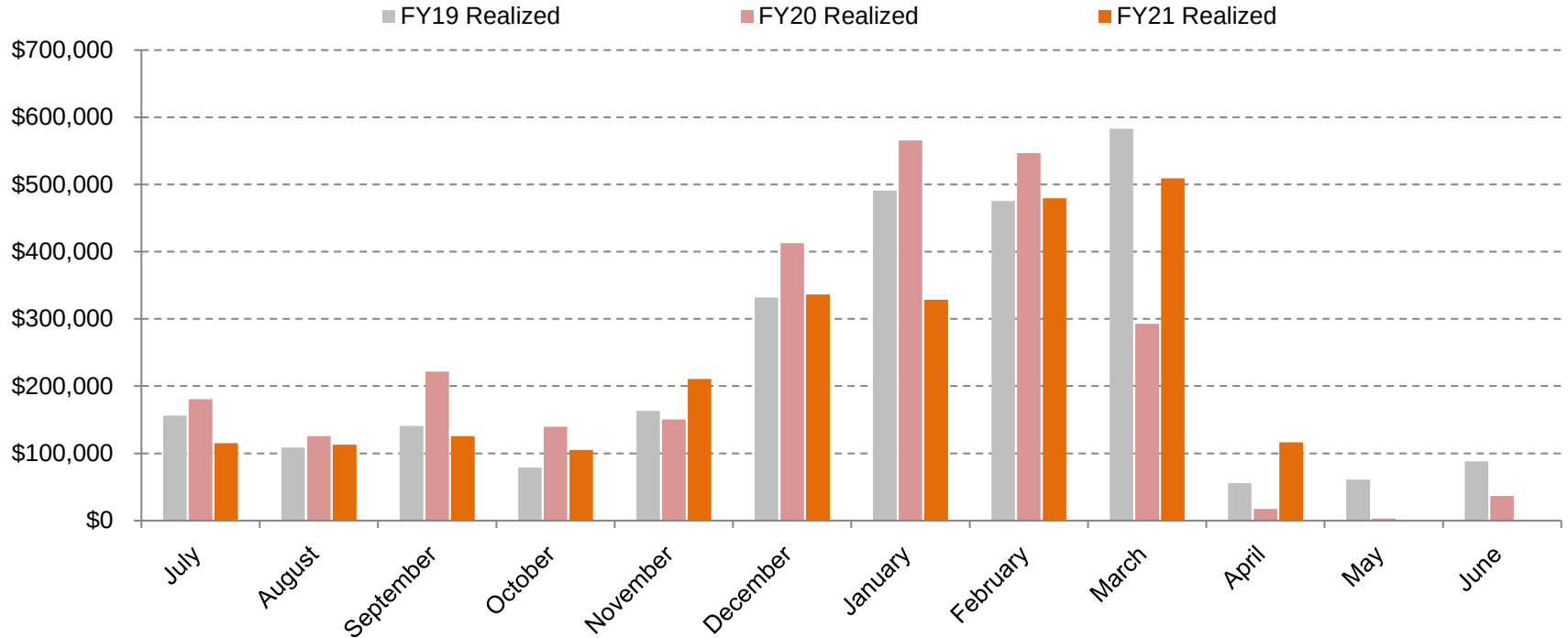


Sales Tax Summary – Transient Room Tax

Transient Room Tax							
Monthly	FY19 Realized	FY20 Realized	FY21 Realized	FY21 vs. FY19, \$ Variance	FY21 vs. FY20, \$ Variance	FY21 vs. FY19, % Variance	FY21 vs. FY20, % Variance
July	\$155,919	\$180,669	\$114,918	(\$41,001)	(\$65,751)	-26%	-36%
August	\$108,460	\$125,677	\$112,872	\$4,412	(\$12,804)	4%	-10%
September	\$140,971	\$221,639	\$125,348	(\$15,623)	(\$96,290)	-11%	-43%
October	\$78,769	\$139,424	\$104,921	\$26,153	(\$34,503)	33%	-25%
November	\$163,248	\$150,563	\$210,795	\$47,548	\$60,232	29%	40%
December	\$332,107	\$412,832	\$336,374	\$4,267	(\$76,458)	1%	-19%
January	\$490,668	\$565,442	\$328,467	(\$162,201)	(\$236,975)	-33%	-42%
February	\$475,570	\$546,738	\$479,315	\$3,745	(\$67,423)	1%	-12%
March	\$582,847	\$292,669	\$509,063	(\$73,784)	\$216,394	-13%	74%
April	\$55,730	\$17,479	\$116,391	\$60,660	\$98,912	109%	566%
May	\$60,892	\$3,114					
June	\$87,903	\$36,423					
Total	\$2,733,084	\$2,692,669	\$2,438,466	(\$145,823)	(\$214,666)		

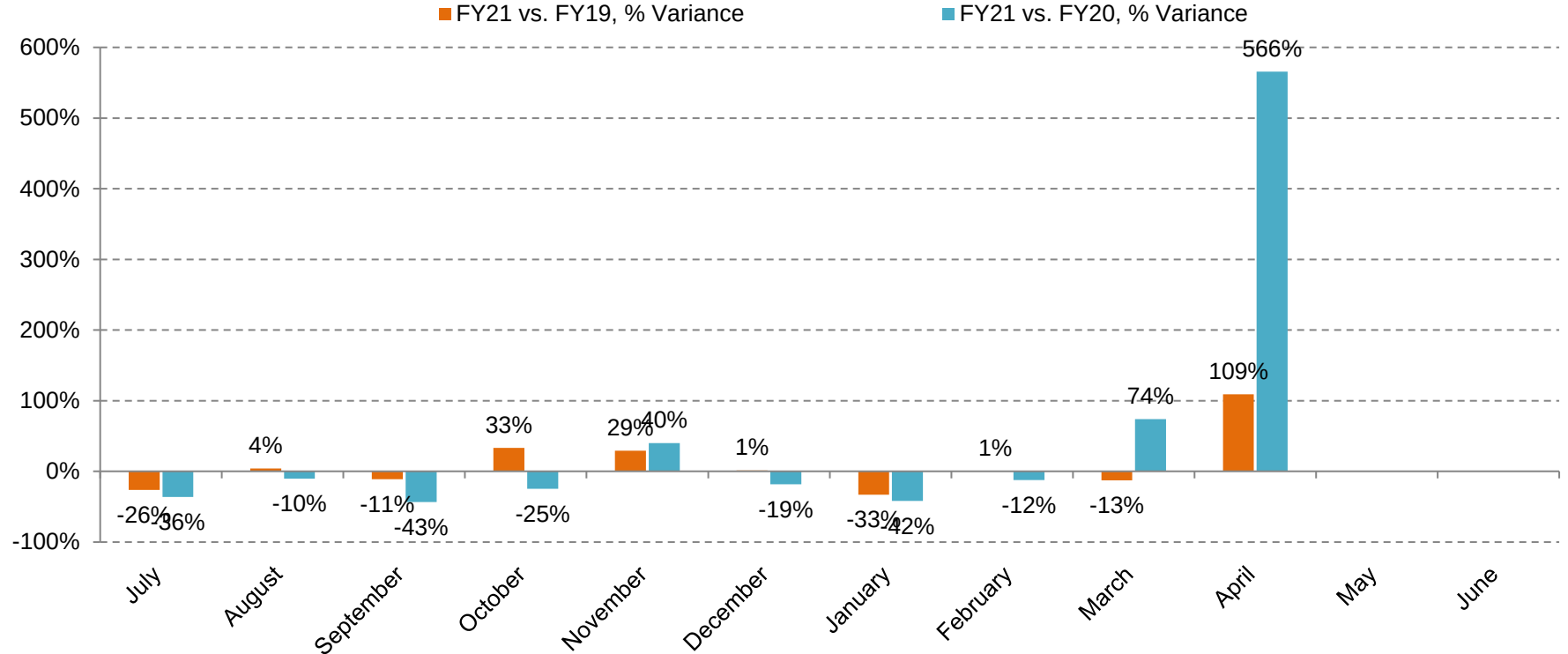
Sales Tax Summary – Transient Room Tax

Transient Room Tax Historical Revenues Over Time by Month



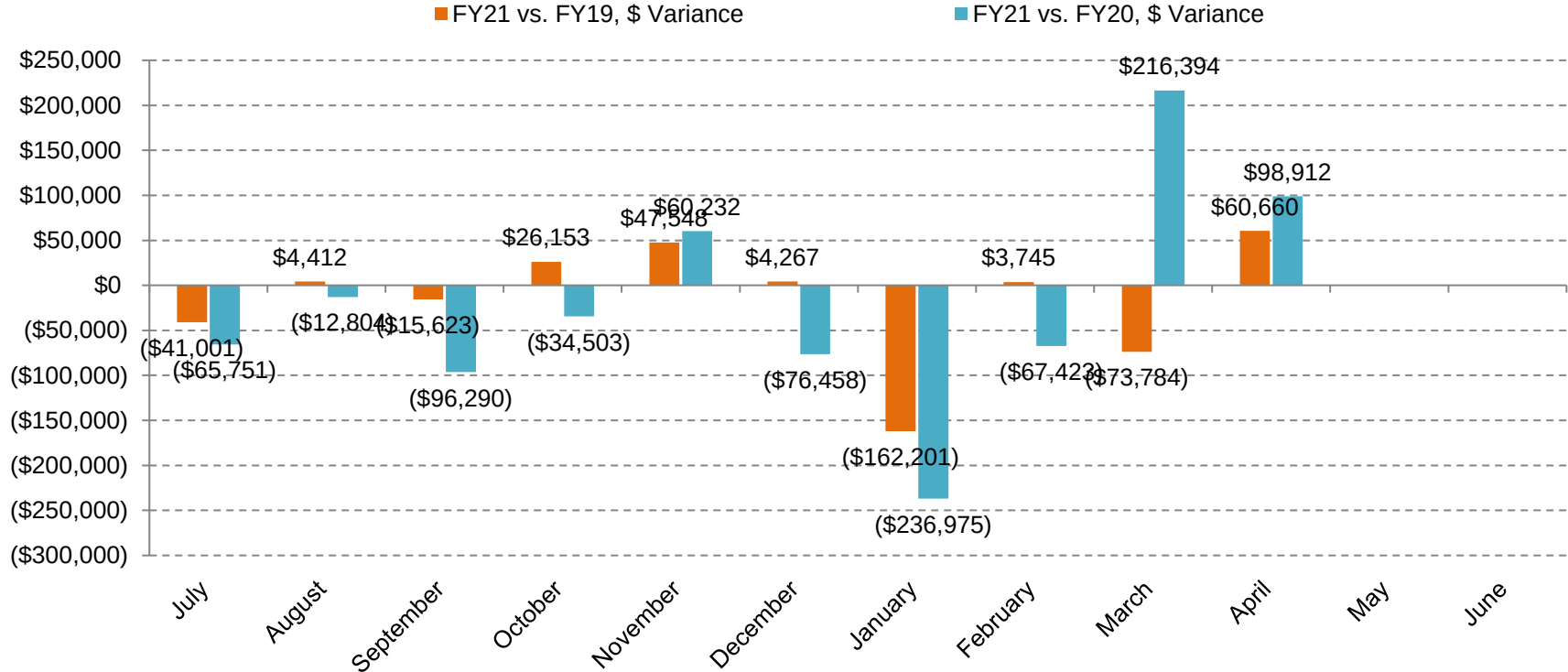
Sales Tax Summary – Transient Room Tax

Transient Room Tax % Change from Previous Fiscal Years



Sales Tax Summary – Transient Room Tax

Transient Room Tax \$ Change from Previous Fiscal Years





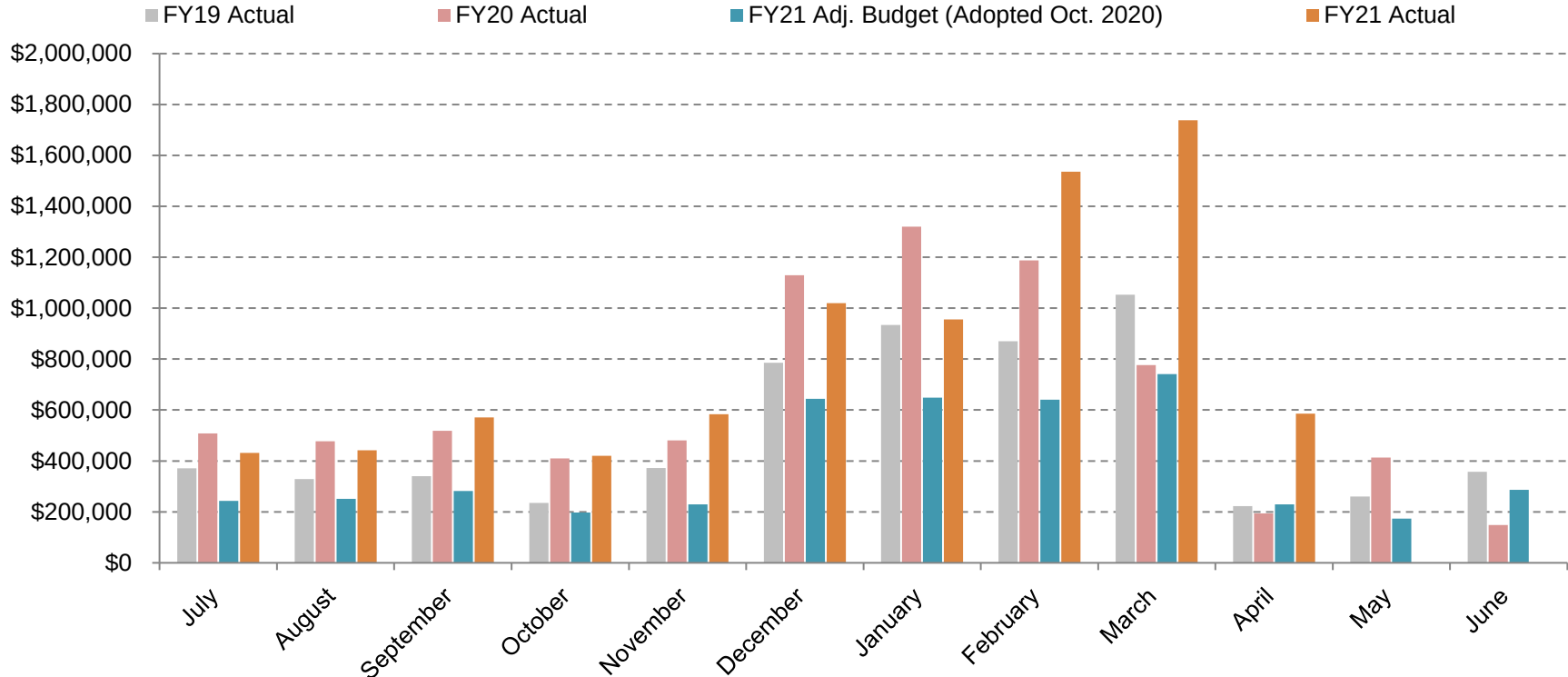
Transportation Fund

Sales Tax Summary – Transportation Fund

Transportation Fund - Sales Tax Summary - Monthly				
Month	FY19 Actual	FY20 Actual	FY21 Adj. Budget (Adopted Oct. 2020)	FY21 Actual
July	\$370,330	\$507,735	\$243,153	\$431,048
August	\$328,650	\$476,867	\$250,505	\$441,580
September	\$340,448	\$517,995	\$282,223	\$570,321
October	\$234,717	\$409,895	\$197,601	\$419,670
November	\$372,095	\$480,163	\$229,840	\$583,067
December	\$785,302	\$1,129,662	\$644,181	\$1,019,746
January	\$933,912	\$1,319,546	\$648,768	\$955,215
February	\$869,901	\$1,187,380	\$639,892	\$1,535,658
March	\$1,052,427	\$775,863	\$741,053	\$1,738,344
April	\$222,826	\$194,288	\$229,233	\$585,822
May	\$260,629	\$412,635	\$173,692	
June	\$357,095	\$148,275	\$286,553	
Total	\$6,128,331	\$7,560,305	\$4,566,695	

Sales Tax Summary – Transportation Fund

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

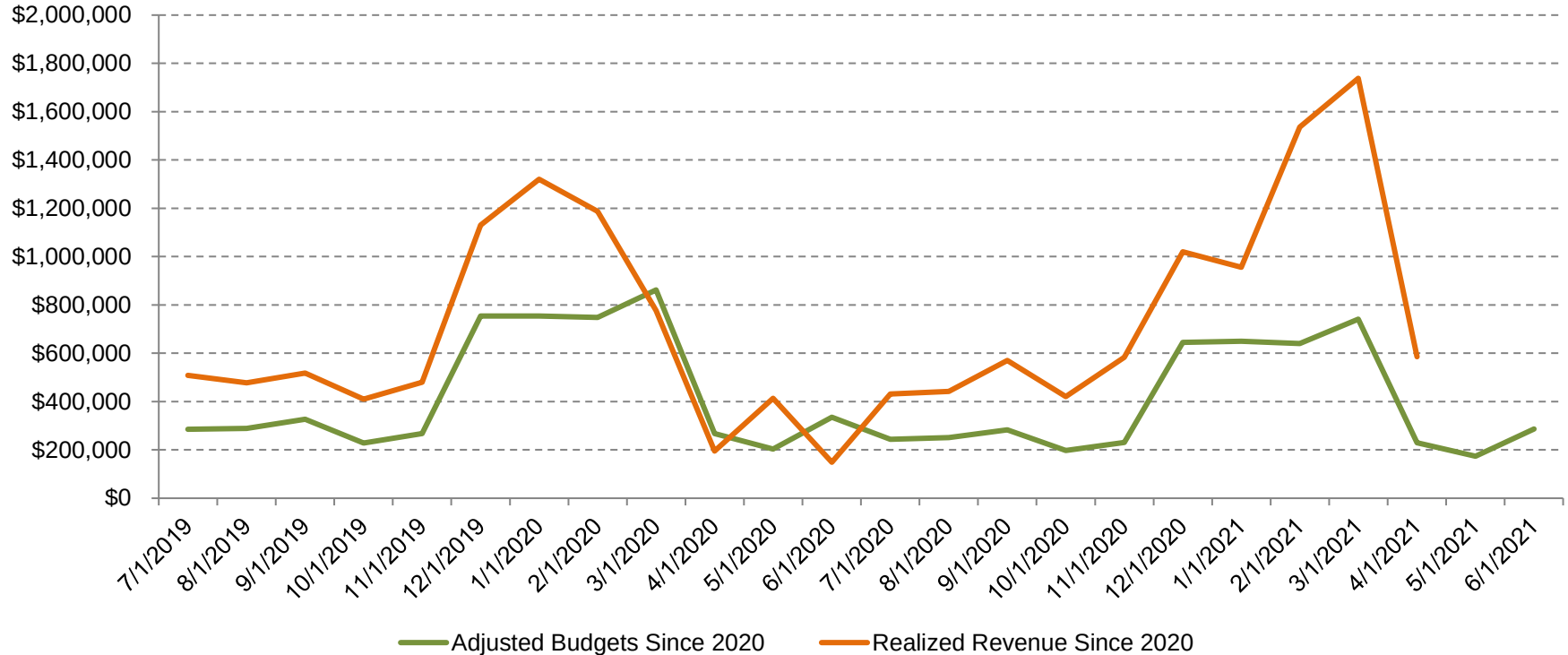


Source: Park City Municipal Corporation. As of June 22, 2021.

Sales Tax Summary – Transportation Fund

Transportation Fund - Sales Taxes

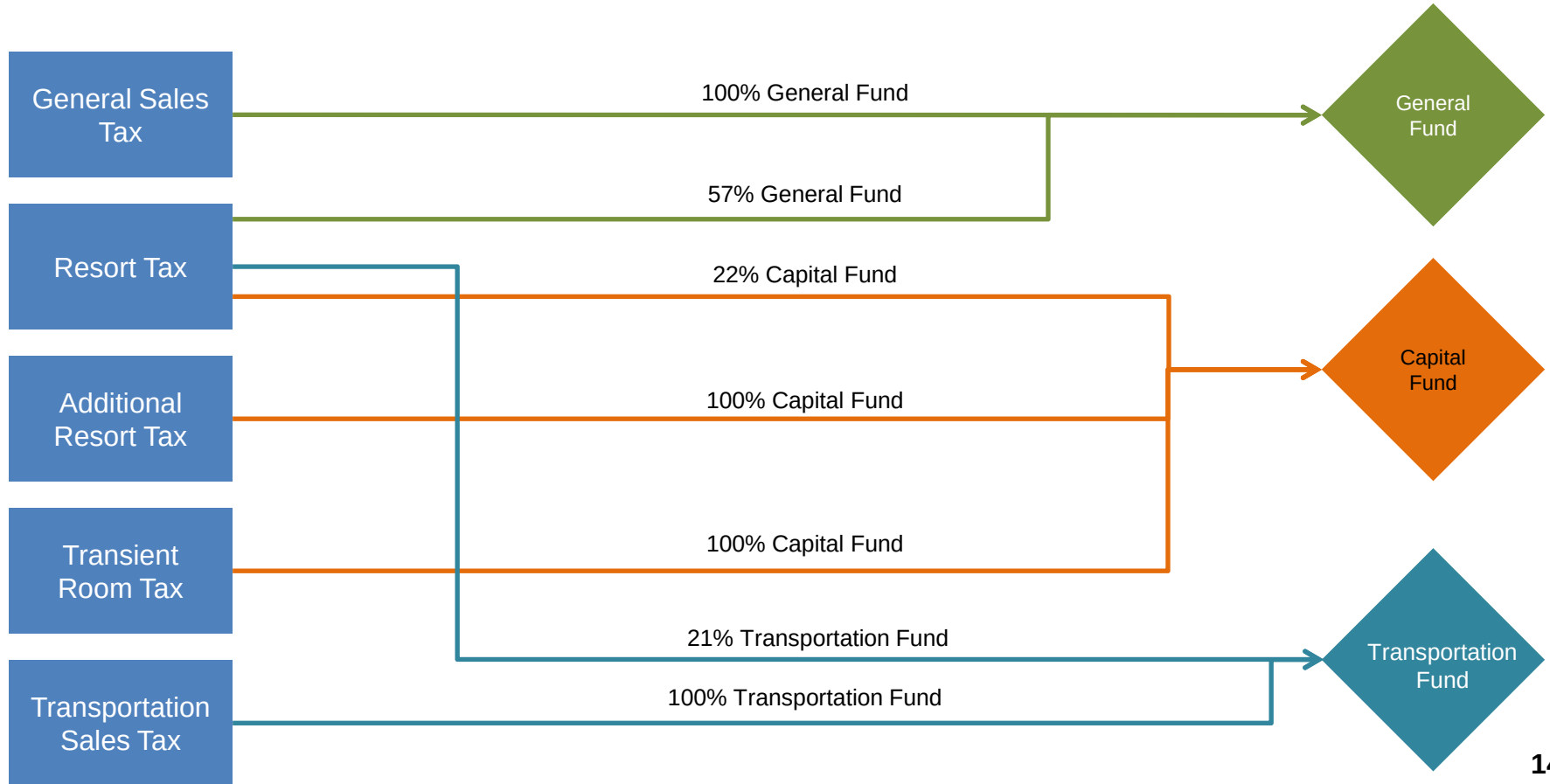
Original Budgets, Adjusted Budgets and Realized Revenue Since FY20





Appendix

Where Do Our Sales Taxes Go?



Council Agenda Item Report

Meeting Date: July 15, 2021

Submitted by: Lynn Ware Peek

Submitting Department: Community & Public Affairs

Item Type: Staff Report

Agenda Section:

Subject:

Park Avenue Pilot Project Update

Suggested Action:

Attachments:

[Park Avenue Pilot Project Staff Report](#)

[Exhibit A: Public Comment on Social Media, Email and Engage Park City](#)

[Exhibit B: Update to HPCA](#)

[Exhibit C: Mailer to Stakeholders/Residents](#)

[Exhibit D: Map of Mailer Distribution](#)

[Exhibit E: Survey from Fall 2020 on Engage Park City](#)



City Council Staff Report

Subject: Park Avenue Pilot Project Update
Author: Lynn Ware Peek, John Robertson, Johnny Wasden, Michelle Downard, Emma Prysunka
Department: Community Engagement, Engineering, Parking, Executive
Date: July 15, 2021
Type of Item: Informational

Summary

The following is an update on the project execution, completion, public comment and outreach since the previous staff report update on [April 29, 2021](#). Though only a pilot project (mostly paint resurfacing and beautification) intended to experiment with a streetscape that better reflects a neighborhood aesthetic, the change is significant, and staff conducted extensive outreach prior to the restriping. Staff has also compiled public comment since the last update (*Exhibit A*) in addition to modifying the striping in response to public feedback.

Background

Participants in Park City Vision 2020 supported taking bold action to advance the City's work in transportation innovation and authentic local culture. From Deer Valley Drive to 9th Street, Park Avenue has long been considered by the City for a major street reconstruction project. Street reconstruction is expensive, relatively permanent, and sometimes the outcomes don't provide flexibility to adapt to new uses or changing neighborhood needs.

In fall 2020, Staff conducted extensive public outreach with Park Avenue area residents, community stakeholders, and the Historic Park City Alliance (HPCA). Outreach efforts included a project [website](#), stakeholder survey, door-to-door outreach, and project presentations. The stakeholder survey yielded 190 responses; 50% of responders stated parking was not important, and 90% indicated walkability was important. Based on stakeholder input, five alternatives were provided to the neighborhood and Council for consideration. Ultimately, the preferred alternative prioritized a neighborhood-street aesthetic option over the traditional option that allowed all-day or all-evening parking. Alternative 1A was selected during the September 17, 2020, Council Meeting ([report | minutes](#)). However, the project was delayed due to weather, and we could not move forward in the fall. Notice was provided that the project would resume in spring 2021 as soon as weather permits.

In spring 2021, the project plans resumed, and restriping was scheduled for April 26, 2021. However, weather delayed the start of the project until May 11, 2021. The restriping was completed the week of May 18, 2021. Beautification was added in June 2021 in the form of flower planters.

Stakeholder Outreach and Project Timeline

- **Fall 2020:** Staff conducted extensive door-to-door outreach, talking with residents about the proposed alternatives and encouraged them to complete online survey. 190 responses exhibited widespread outreach. The HPCA did outreach to businesses to notify them of the plans.
- **April 20, 2021:** HPCA meeting in which details of the project were included in the board packet. (*Exhibit B*). The City Engineer and Parking Manager were present to answer questions.
- **April 23, 2021:** HPCA email to membership from Alison Kuhlow detailing project and timeline.
- **April 26, 2021:** Restriping rescheduled from fall 2020. Due to the weather on the week of April 26, it was again delayed until the week of May 11, 2021.
- **April 29, 2021:** [Staff Communication](#) update brought to City Council.
- **May 3, 2021:** Mailer (*Exhibit C*) was sent to 1,750 addresses from Heber Avenue north to the corner of Park Ave/DV Drive and including addresses between that stretch on Norfolk, Woodside, Park Ave, Main Street (*Map Exhibit D*).
- **May 6-8, 2021:** Parking, Executive, Community Engagement, Special Events walked door-to-door and left 750 cards with details and timing of restriping.
- **May 11, 2021:** At the 2021 Spring Projects Open House, the Park Avenue pilot project was presented, and City Staff was on hand to explain.
- **May 11-18, 2021:** Restriping pilot project began and was finished by May 18.
- **May 21, 2021 (approx.):** Placement of the additional dashed yellow striping to help direct vehicles in these transition areas. This was based on an internal discussion, field observations, and response to comments from the Mayor and council members. The variable roadway widths and areas of no parking created the need to shift traffic. The old centerline was still somewhat visible after the installation of the new pattern. This was creating confusion, and southbound vehicles would straddle the newly striped advisory bike lane. The City Engineer observed a significant change in driver patterns after that old centerline was painted black.
- **June 16, 2021:** Communication from Alison Kuhlow to HPCA membership with opportunity for input on Engage Park City
- **June 24, 2021 (week of):** New flower planters installed in various areas along Park Avenue. The City Manager had received feedback that residents were looking for a bit more traffic calming and beautification on the street. The Transportation Planning Team walked, biked, and drove Park Avenue and came up with planter recommendations. The plan was reviewed by Engineering, Public Works, and Streets departments.

Exhibit A: Public Comment on Social Media, Email and Engage Park City

Exhibit B: Update to HPCA

Exhibit C: Mailer to Stakeholders/Residents

Exhibit D: Map of Mailer Distribution

Exhibit E: Survey from fall 2020 on Engage Park City

Social Posts

June 25: *"In response to your desires for slower auto speeds on Park Avenue, Park City Municipal has installed planters and bollards, creating a median and lane shift. Not only do these traffic calming features slow vehicles, they also beautify the street!"* (with photos)

Instagram comments:

- They look lovely!
- Can we simply redirect bikers to the rail trail that's just few feet away? There is not enough room for all of this, it's very very dangerous, cars are dodging each other. I drive this daily. If we are looking to improve bike lanes/paths let's look at old ranch road yes?
- Till a bus comes down the street the same time as a passing car..
- Will this street remain two-way? It really doesn't leave much room for two cars to pass each other. I drive it and it's very tight, seems dangerous.
- Traffic is slower but bikers are dodging cars that are dodging each other— not wide enough for all this especially in peak traffic (car+bike) times. — problem still, please address.
- At what point will you accept this idea is a shitshow and putting plants in the road isn't going fix it? This comes from a cyclist who would love bike lanes everywhere but this stretch of road just doesn't suit them, at least not with the asinine planning that went into this.
- I love seeing them
- Lovely? !
- I think it's gotten a lot better since the center lanes were put in at a few spots. I drive the road every day too. I still see random folks trying to park on the wrong side of the street though, making cars dodge them into oncoming traffic.
- Who's doing the watering to keep those plants alive in a drought?

Facebook comments:

- Lovely - great idea, but how will they get water?
 - Probably the water truck that waters the other city pots and baskets each morning.
- Great... please put a speed limit for people who ride their electric bikes where people are walking please.
- That is actually part of why the city is doing all this. Some people suggest that the bikes should be over on the Poison Creek trail instead of Park Ave. It is just difficult to mix walkers, dogs, runners and strollers with fast moving bikes, electric or just cruising downhill. In a perfect world we would have spaces for fast (cars), medium (bikes) and slower(walking) but that is just too hard to squeeze into our historic town.

- Pretty

May 19: *Park City, we want to hear from you! Do you have thoughts or feedback regarding the Park Avenue Re-Paving Pilot Program?*

Share them here: engageparkcity.org/parkave (with photos)

Instagram comments:

- It looks like you took a page out of Mayor Bloomberg's book calling a permanent measure a "pilot program". I don't think a more heinous color could have been chosen. It's also confusing and a bit dangerous with where exactly to drive since there isn't a center line at the moment.
- On the busiest section of the busiest road in Park city 150 feet away from a bike path built exclusively for bicycles brilliant I'm glad you guys are using your time in office wisely
- The area was already bike friendly so nothing substantial was gained with this change. This will cause major traffic headaches in an area already not built for the kinds of traffic it sees during peak tourism months
- I absolutely hate it where is the center line had someone almost head on me cause they didn't want to drive in the "bike lane" (I was headed down towards 711) PLEASE PAINT A CENTER LINE or dis you run out of paint?
- I'm happy that the council is trying to push for initiatives like these but we already have an extensive bike path system that goes all the way from the town hall to kimball junction and past that to Jeremy ranch. The bike lane goes across numerous streets, now when I pull out of my house on Woodside I have to watch for pedestrians, cars and bicycles from 10th street onto park avenue when I turn left or right. Also, I've almost had near misses while driving up park avenue because there's no center lane, people coming down park avenue don't understand they need to be lining the sidewalk for it to work. Please add a center double yellow line. Or something. I'm still mad at the fact we have a whole paved bike trail system and the city decided to add a bike lane on park avenue. I just don't understand.
- Well, being in park city for the first time this week I can tell you that since nobody bothered painting the darn centerline on the street, i didn't know where to drive. So when i finally see shades of the old line it looks like you want cars to drive right over the bike path. Pure genius. Paint the bike lane bright green and don't bother to paint the center line
- Please reconsider the center lane line...
- Very dangerous

- At first glance it seems like it might be a good thing but the new 2 lanes feel like they might be a little too tight. No center lane as of yet so it's still kinda flowy but as the project is completed and traffic picks up for (even just) the summer season it will be interesting to see how much of an impact it has. The loss of street parking will also add to the congestion. In theory I like the idea and it definitely brings a "progressive" look to the town, I just wonder if it's actually necessary considering there is already a well-maintained paved bike path that runs the whole length up to Main Street that's nearly a stones throw away from Park Ave.
- You know, I haven't driven into that area in a minute, so when I saw this pattern in the road. Honestly, I was confused AF! Not sure if i was even in the right lane or?? Seemed really oddly placed and I can see a ton of confusion from "outsiders". As far as i could ever tell, who TF uses the bike lane anyway ? especially those road bikers who act like they built and paved the road ? can't say I'm a fan of another oddly shaped road pattern in P.C. ☐☐♀☐
- ? good things comments don't correlate to votes ? PC Government does it again. You guys need to chill... leave PC alone, it's the greatest town for a reason. If you have so much tax money to burn, then consider taxing less ?
- Looks like a bike lane! Please next consider putting bike stop signs on McLeod creek trail at meadows and 224. Bikers do not stop on that trail (often tourists on ebikes) and cars coming down meadows cruise right over that crosswalk to make the left (northbound). Keep up the good work!

Facebook comments:

- Could ask for username and passwords before allowing us to submit a comment just to have it all wasted after entering in a lengthy comment about the confusion of the project.

May 14: *"Crews are putting the final touches on the Park Avenue Re-Striping pilot project, in an effort to bring a residential feel to the neighborhood!"* (with photos)

Instagram comments:

- This is so great!
- Will both sides of the street have a dedicated bike lane? Or do we ride in both directions on the 1 side of the street?
 - uphill has a dedicated lane. Downhill shares the car lane.
 - I wonder how they decided which side hot the dedicated lane? Is it safety...
 - I'd assume because it's easier to ride a bike at car speeds going downhill and doesn't disrupt traffic like bikers riding uphill in a traffic lane.
- For anyone who lives in Old Town this isn't great. Parking is already hard enough. Now we lost an entire side of the road. I get what they were trying to do but we already have an ENTIRE trail system 100 feet to the left
- Honestly, one of the worst things I've ever heard. I'm so sorry this is happening to you and that the residents of Park City have decided to prioritize sustainable transportation

modes and not subsidize public on street parking for your private automobile! I mean, it's not like other people in cities all across the world have to walk a few blocks. Just shameful!

- o Do you live in Park City? Do you live in Old Town?
- o Lived in Utah for 7 years, park city for 1, and worked for the city for 5 years. I know all too well how old town home owners think that the public tax payer funded rights-of-way are their sacrosanct personal parking spaces. If you want parking, buy a house with off street parking and pay for it! You live near Main Street, so you have access to goods, services, transit, and trails. Parking in front of your home on public streets is not a requirement you get to dictate to the rest of the city.

Facebook comments:

- City Government of Park City, Utah, any plans to make Kearns more friendly? It's a Warzone between vehicles and the road itself currently.
- Why not sell advertising and paint mayor endorsed slogans?

Engage Park City Comments (May 19-June 1):

- I know that a center lane stripe has not been included to try to reduce speed, but it has made the road a bit dangerous as folks don't know where their lanes are. It could be a dashed line, even. Also, I have seen more than a couple cars parked along the no-parking side of the street--maybe painting the curbs red there would be helpful. I think breaking people's driving and parking habits has to be very obvious--right now the rules of the road and parking are really subtle.
- This is a horrible design, someone will die because of it. How did this ever get passed? What group, and who is on the group, that approved this. Absolute mess.
- As a cyclist and local transportation driver, I don't have an issue with the redesign. Obviously based on comments listed here, education of unaware drivers is necessary. The dotted line on the west side of the street (uphill travel lane) means your vehicle can drive sharing the bike lane but MUST yield the bike lane to riders when they are present. The eastside lane (downhill travel) is a share lane meaning bicycle riders are allowed to use the whole lane and you CANNOT pass them. As to the comment of the multi-use path, it is dangerous for cyclists as we typically ride at a faster speed that is safe on the path (especially going downhill). Pedestrians with their long dog leashes pose a significant threat to cyclists. And cyclists are legally entitled to ride on the street.
- This whole program is an enormous waste of tax payer dollars, puts a hazardous environment on Park Ave for cyclists, motorists and pedestrians, creates massive confusion and eliminates more than HALF of parking on Park Ave (ironic) according to your own figures. Makes no sense at all especially when there is already a bike path

about 100 ft away in the park that runs the whole length up to Main St. This pilot program needs to be shut down.

- I love the bike lane but drivers are very confused without a center lane and are all over the road including into the bike lane. Please consider adding a broken yellow line to separate cars going opposing directions.
- Please reconsider and add the center line. This is a tourist town and the center line is needed so people unfamiliar with the area know that it is a 2 way street with the potential for oncoming traffic. It is dangerous.
- The new bike lane forces vehicles and buses to pull into oncoming traffic traveling to the South on Park Avenue. This creates a hazard and increase bus route times. TD Park City
- Someone is going to get killed without the center line... This has been quite a week. I can only imagine what will happen once the visitors arrive. It seems like it should be a one way. Please reconsider the lane lines.

Email Comment (July 7, 2021)

I just wanted to express my feelings about the traffic changes on Park Avenue. I love them! I've spoken to several full time neighbors and they too are SO happy with the changes. The traffic now travels closer to the speed limit, the bike lanes are surprisingly busy. With E bikes, many people who have not ridden in years, are everywhere on their bikes. It is great to have permit parking only, particularly when we get into the ski season. I've often had my driveway blocked by people who are "going skiing."

The one thing that I think is vital is a marked pedestrian crossing in front of Old Miners Hospital, to the park. I watch large groups, including children from the city children's program, trying to cross from the park to the bus stop on the west side of the street. It is a huge safety factor trying to cross Park Avenue to the park. Many people come by bus to go to the concerts, Park Silly Sunday (to walk the path along the creek) and other events at the park and have to fight their way across Park Avenue.

Thanks so much for the improvements the city has made. It gives our area more of a village feeling rather than a just a busy street.

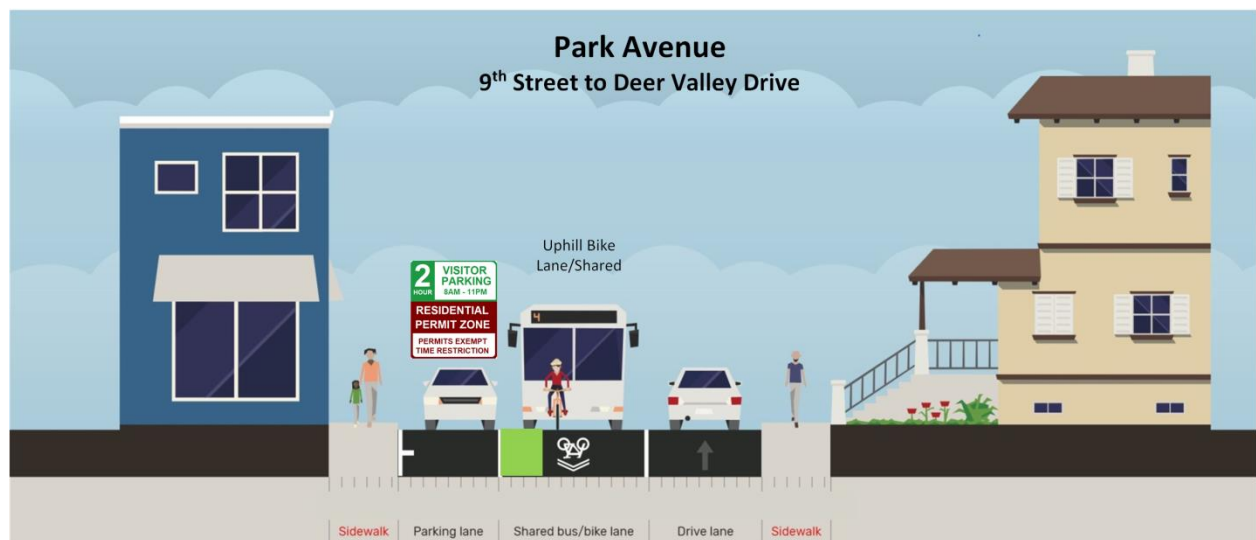
Park City - HPCA Update Park Avenue Redesign

The Park Avenue restriping project is scheduled to begin on Monday, April 26th

The Park Avenue redesign pilot program seeks to preserve the neighborhood feel of the corridor by improving vehicle/bicycle/pedestrian interaction safety and reducing traffic congestion in residential areas. Public outreach was performed, surveys were distributed, and feedback was collected by City staff in Fall 2020. The project was delayed due to weather, and notice was given that the project would resume Spring 2021 as soon as weather permits.

Park Ave Restriping Plan

- City Council approved the restriping plan for Park Avenue on September 17, 2020 ([report](#) / [minutes](#)).
- The restriping begins north of 9th Street. Time zone parking will remain on both sides of the street south of 9th Street (From 9th Street to Heber Ave)
- North of 9th Street, all parking on the east side of the street will be removed.
- North of 9th Street to 12th Street, Parking on the west side of the street will be shared between residential permits and a 2-hour time limit for short-term visitor parking.
- North of 12th Street, Parking on the west side of the street will be residential permits only.



Timeline

The work includes adding a striped parking lane, placement of an advisory bike lane on the west side of the roadway for southbound bikes, and markings for “share-rows” on the east side of the road. The east side of the road will be designated as no parking. Below is the planned schedule.

- **April 26th** – Live message boards will inform the start of the project and remain as needed.
- **April 27th** – No parking on both sides of the road.
- **April 28th** – Majority of striping completed before the end of the day. No Parking signs will be placed on the east side of the road.
- **April 28th to May 1st** – Bike lane painting across intersections will occur during this time frame. Intersections may be closed to traffic at certain times.

Park City Municipal will communicate and any delays to the schedule due to weather or unforeseen issues.

A watercolor illustration of a city street scene. In the center, a red street sweeper is driving down the road. To its left, a person is riding a bicycle. On the far left, a person is pushing a yellow shopping cart. On the right side of the road, another person is riding a bicycle, and further right, a person is walking. The background features green trees and a light blue sky. The overall style is artistic and sketchy.

PARK AVENUE RE-STRIPING PROJECT

Scheduled to Begin Tuesday, April 27

PARK CITY

1884

PARK AVENUE RE-STRIPING PROJECT

*Scheduled to Begin Tuesday, April 27**

With your help and feedback, Park Avenue residents chose to restripe Park Avenue (from 9th Street to Deer Valley Drive) to accommodate a separated bike lane on the west side of the street.

The Pilot Program will create a new neighborhood-centric streetscape that elevates pedestrian and bicycle safety, access to public transit, maintains on-street parking, and offers a more welcoming environment.

The project was delayed due to weather.

Project Schedule

- April 27: Parking will be removed from both sides of Park Avenue from Deer Valley Drive to 9th Street
- April 28: Striping work to begin and majority of work is estimated to be completed by end of day
- April 28-May 1: Bike lane painting; intersections will be closed intermittently to vehicles accessing Park Avenue

Additional Parking Details

- The east side of Park Avenue will become no parking
- From 9th Street to 12th Street, parking on the west side of the street will be shared between residential permits and a 2-hour time limit for short-term visitor parking
- North of 12th Street, parking on the west side of the street will be residential permits only

**project schedule subject to weather*

Questions?

Michelle Downard, Resident Advocate
michelle.downard@parkcity.org
435.615.5109

Lynn Ware Peek, Community Liaison
lwp@parkcity.org
435.615.5201





Park City

Help Park City Redesign Park Avenue

Wednesday, September 16, 2020

191

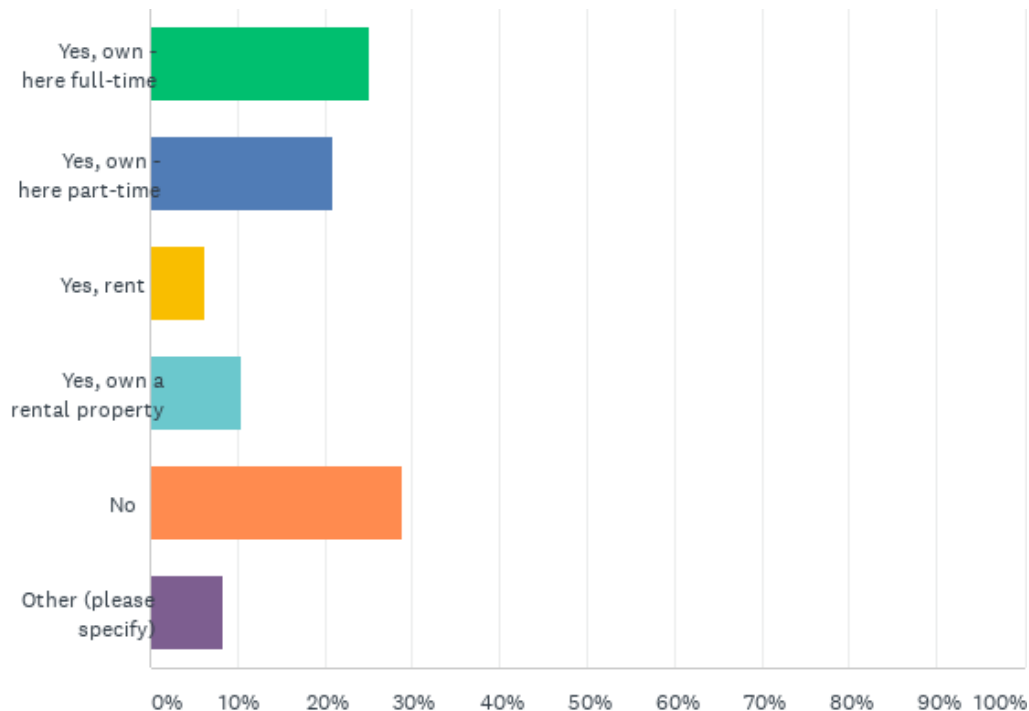
Total Responses

Date Created: Tuesday, August 25, 2020

Complete Responses: 191

Q1: Do you own or rent a property on Park Avenue?

Answered: 191 Skipped: 0



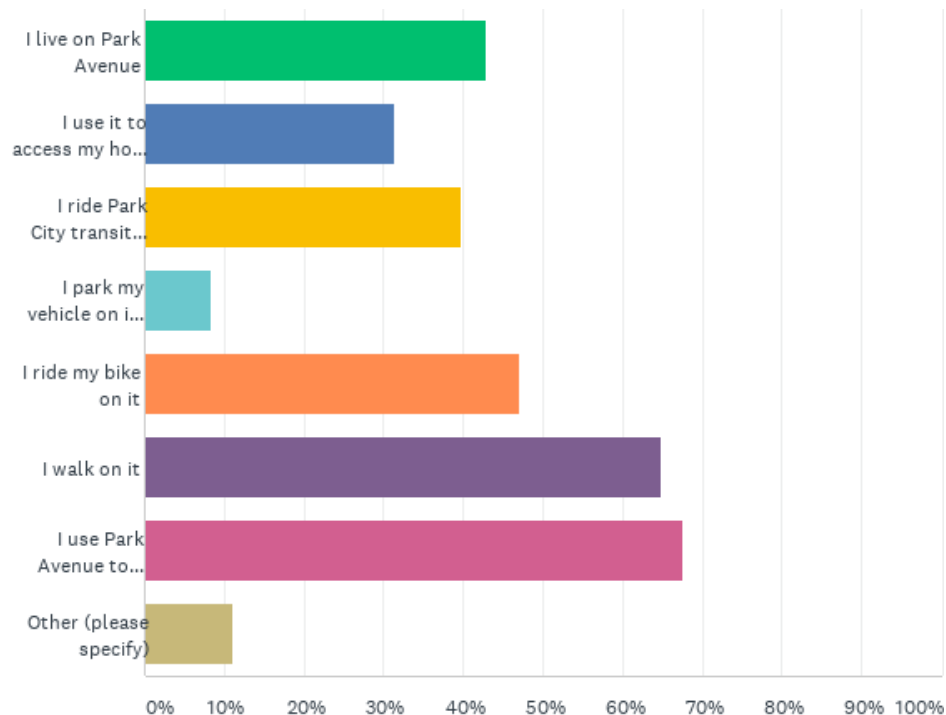
Q1: Do you own or rent a property on Park Avenue?

Answered: 191 Skipped: 0

ANSWER CHOICES	RESPONSES	
Yes, own - here full-time	25.13%	48
Yes, own - here part-time	20.94%	40
Yes, rent	6.28%	12
Yes, own a rental property	10.47%	20
No	28.80%	55
Other (please specify)	8.38%	16
TOTAL		191

Q2: How do you currently use Park Avenue? Select all that apply.

Answered: 191 Skipped: 0



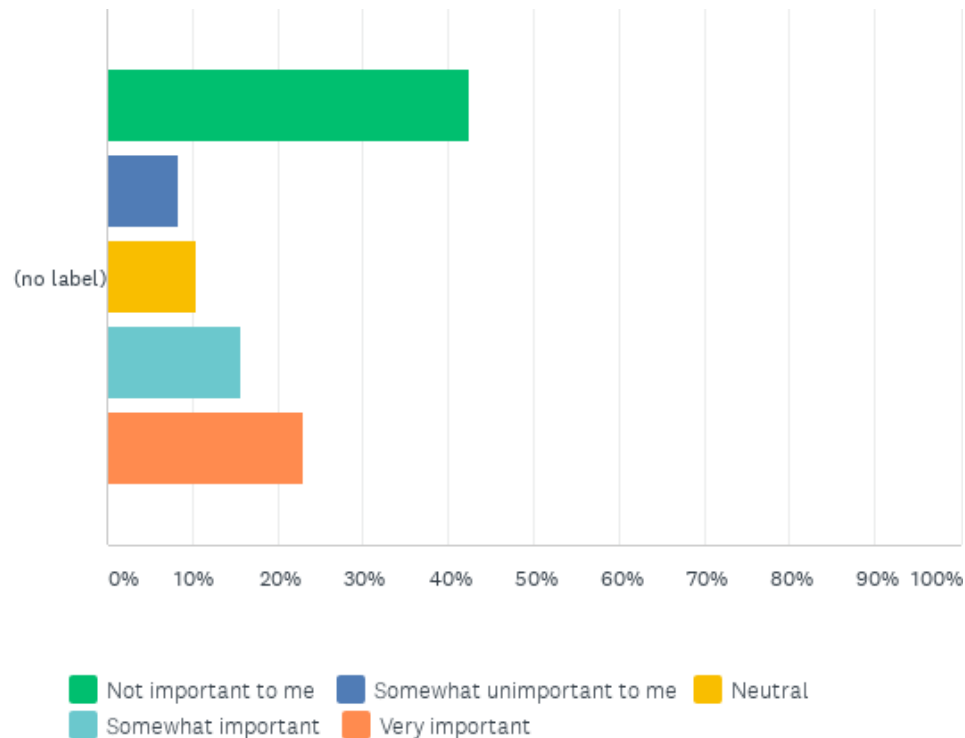
Q2: How do you currently use Park Avenue? Select all that apply.

Answered: 191 Skipped: 0

ANSWER CHOICES	RESPONSES	
I live on Park Avenue	42.93%	82
I use it to access my home on a different street in Old Town	31.41%	60
I ride Park City transit on it	39.79%	76
I park my vehicle on it when I go to work	8.38%	16
I ride my bike on it	47.12%	90
I walk on it	64.92%	124
I use Park Avenue to access other areas of Old Town	67.54%	129
Other (please specify)	10.99%	21
Total Respondents: 191		

Q3: How important is on-street parking to your use of Park Avenue?

Answered: 191 Skipped: 0



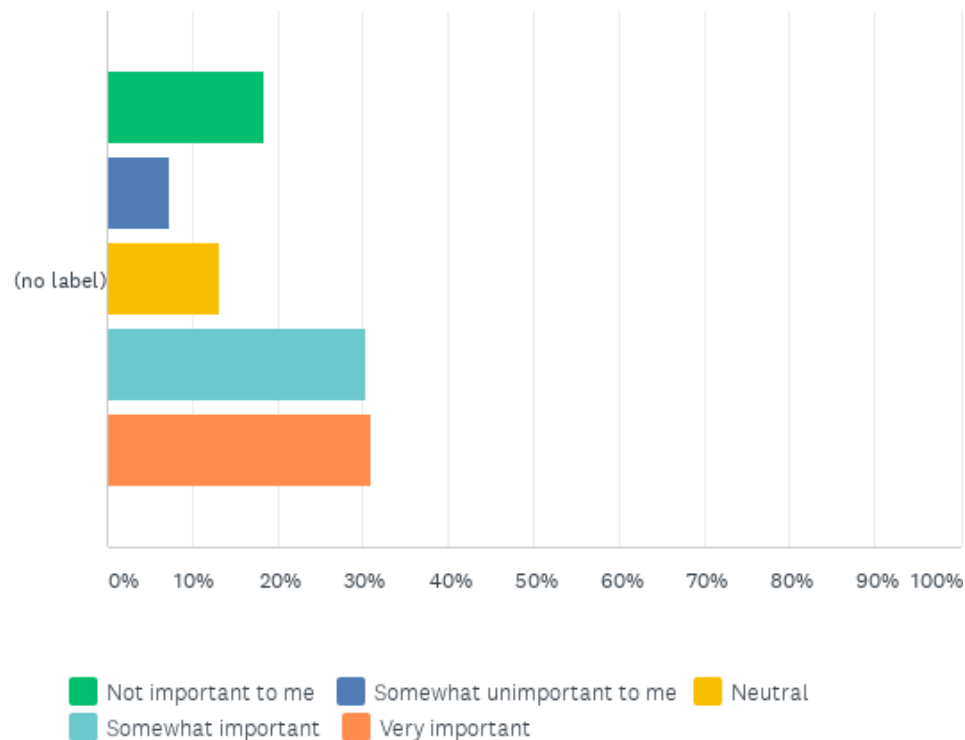
Q3: How important is on-street parking to your use of Park Avenue?

Answered: 191 Skipped: 0

	NOT IMPORTANT TO ME	SOMEWHAT UNIMPORTANT TO ME	NEUTRAL	SOMEWHAT IMPORTANT	VERY IMPORTANT	TOTAL	WEIGHTED AVERAGE
(no label)	42.41% 81	8.38% 16	10.47% 20	15.71% 30	23.04% 44	191	2.69

Q4: How important is a designated bike lane to you?

Answered: 191 Skipped: 0



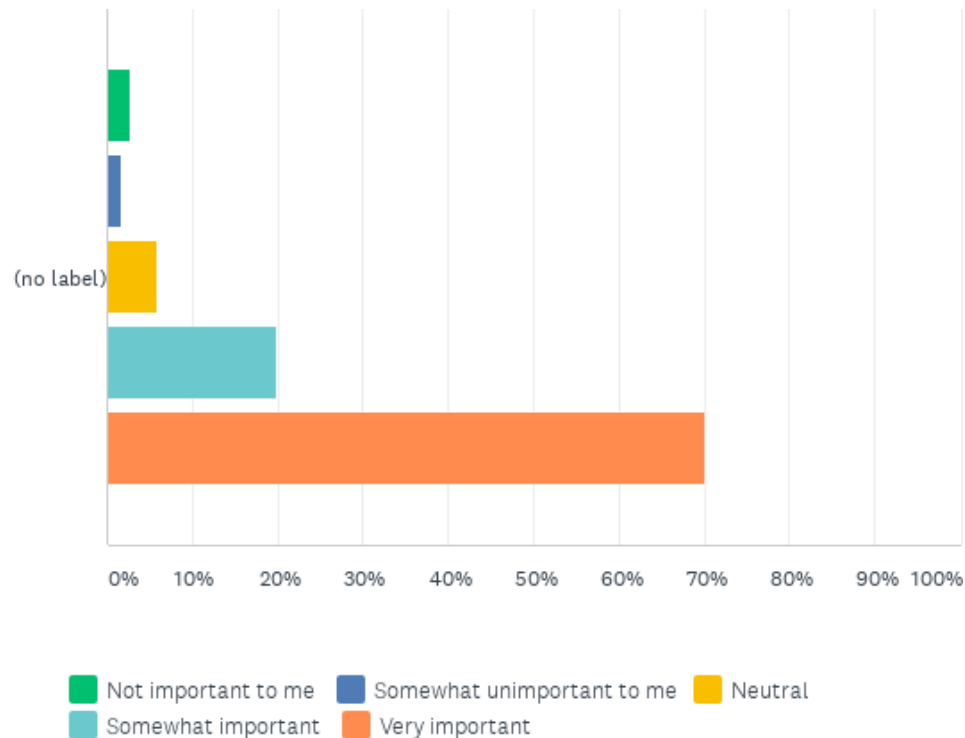
Q4: How important is a designated bike lane to you?

Answered: 191 Skipped: 0

	NOT IMPORTANT TO ME	SOMEWHAT UNIMPORTANT TO ME	NEUTRAL	SOMEWHAT IMPORTANT	VERY IMPORTANT	TOTAL	WEIGHTED AVERAGE
(no label)	18.32% 35	7.33% 14	13.09% 25	30.37% 58	30.89% 59	191	3.48

Q5: How important is pedestrian walkability to your use of Park Avenue?

Answered: 191 Skipped: 0



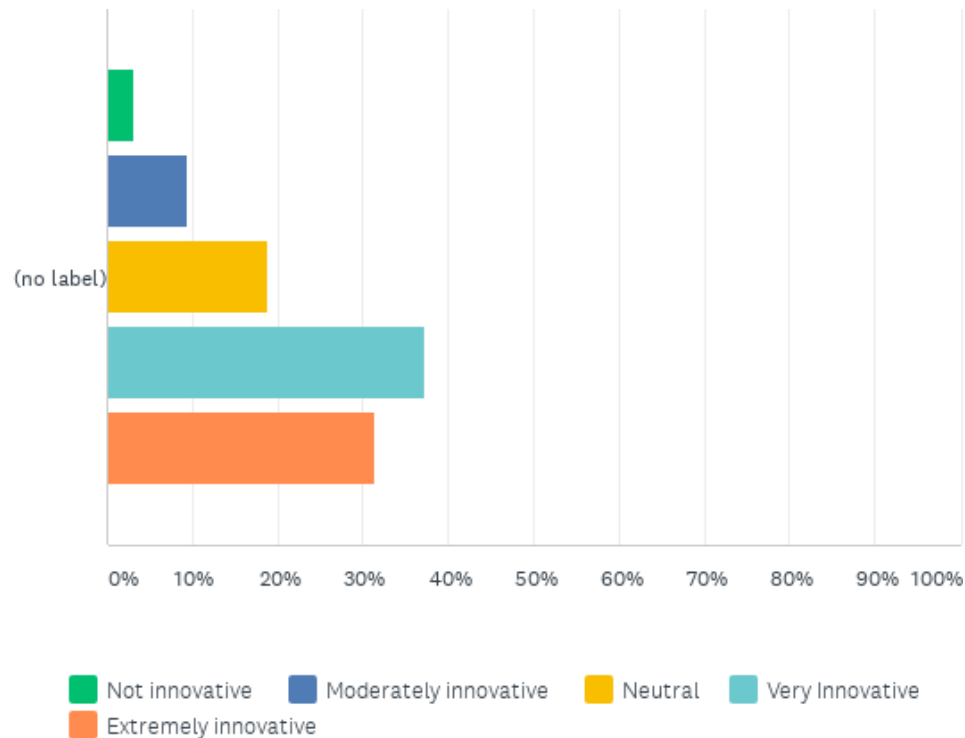
Q5: How important is pedestrian walkability to your use of Park Avenue?

Answered: 191 Skipped: 0

	NOT IMPORTANT TO ME	SOMEWHAT UNIMPORTANT TO ME	NEUTRAL	SOMEWHAT IMPORTANT	VERY IMPORTANT	TOTAL	WEIGHTED AVERAGE
(no label)	2.62% 5	1.57% 3	5.76% 11	19.90% 38	70.16% 134	191	4.53

Q6: How innovative should City transit options be?

Answered: 191 Skipped: 0



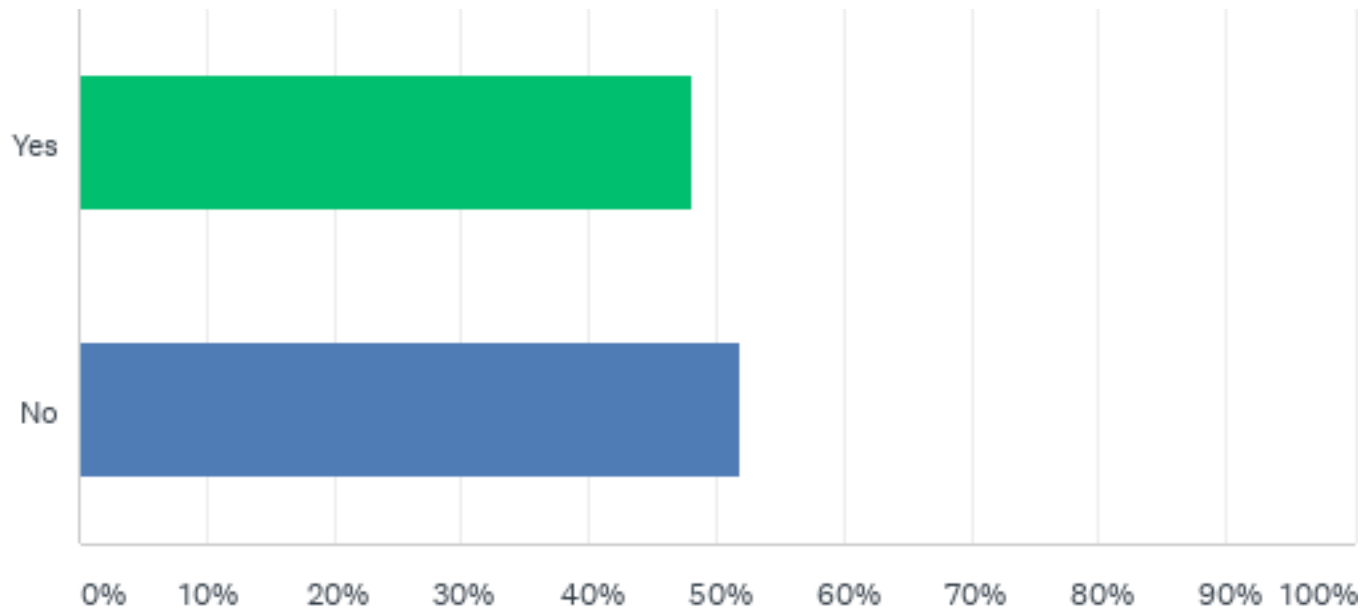
Q6: How innovative should City transit options be?

Answered: 191 Skipped: 0

	NOT INNOVATIVE	MODERATELY INNOVATIVE	NEUTRAL	VERY INNOVATIVE	EXTREMELY INNOVATIVE	TOTAL	WEIGHTED AVERAGE
(no label)	3.14% 6	9.42% 18	18.85% 36	37.17% 71	31.41% 60	191	4.81

Q7: Do you use off-street parking along Park Avenue?

Answered: 191 Skipped: 0



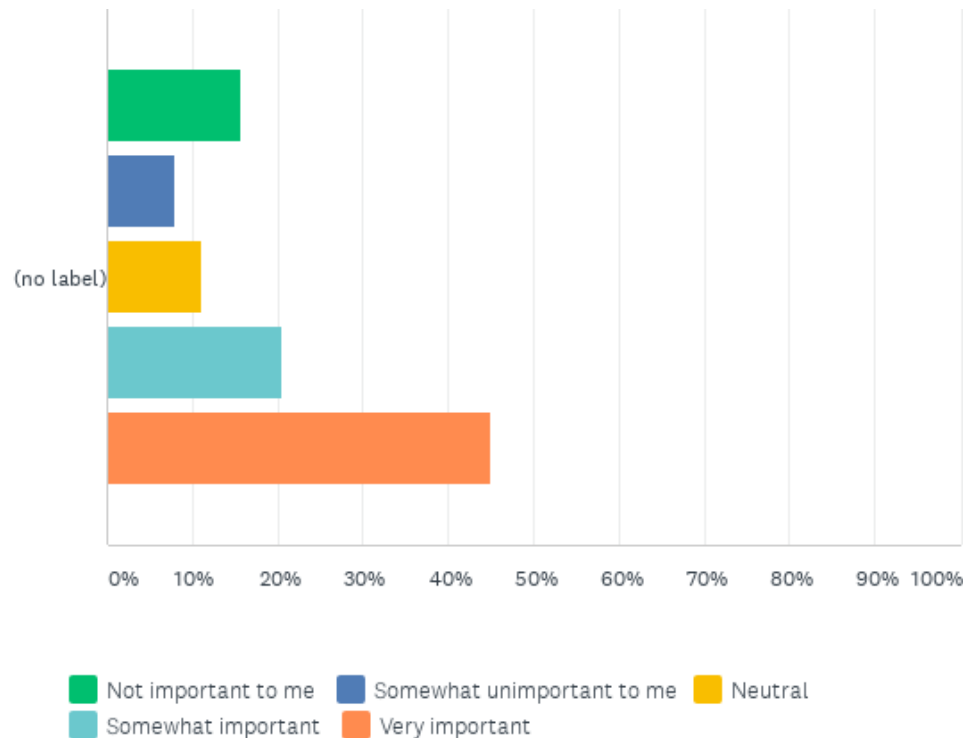
Q7: Do you use off-street parking along Park Avenue?

Answered: 191 Skipped: 0

ANSWER CHOICES	RESPONSES	
Yes	48.17%	92
No	51.83%	99
TOTAL		191

Q8: How important is a residential parking permit program to you?

Answered: 191 Skipped: 0



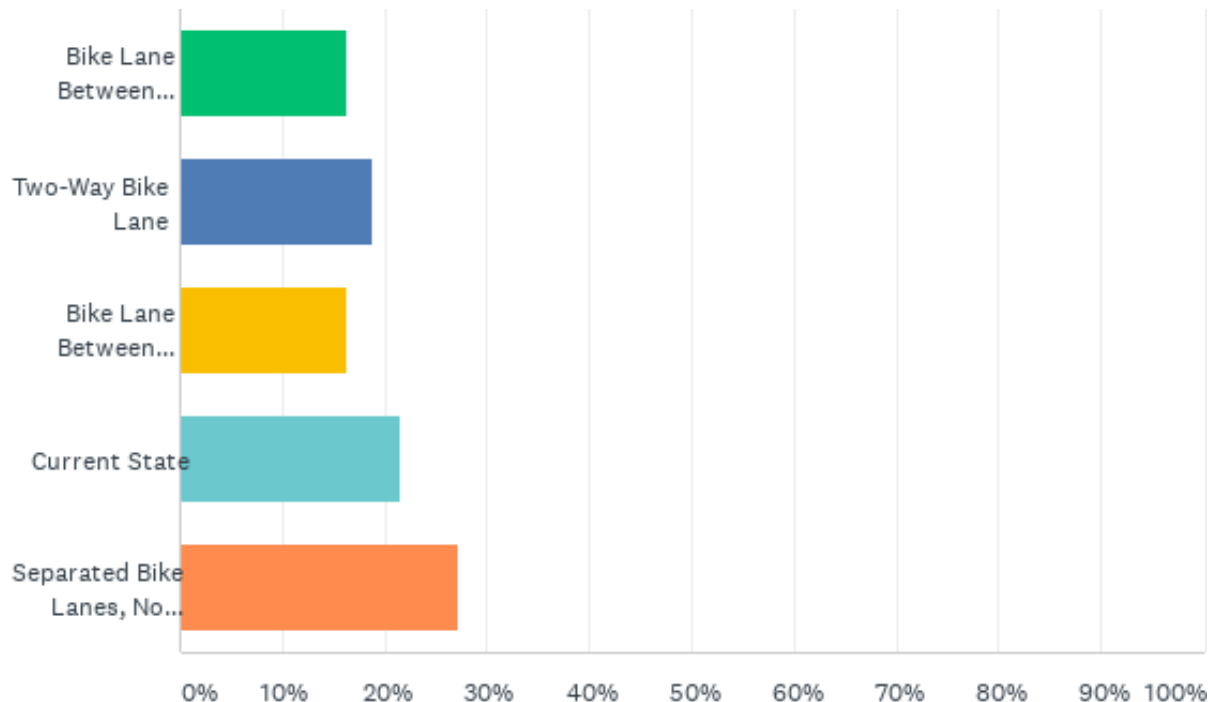
Q8: How important is a residential parking permit program to you?

Answered: 191 Skipped: 0

	NOT IMPORTANT TO ME	SOMEWHAT UNIMPORTANT TO ME	NEUTRAL	SOMEWHAT IMPORTANT	VERY IMPORTANT	TOTAL	WEIGHTED AVERAGE
(no label)	15.71% 30	7.85% 15	10.99% 21	20.42% 39	45.03% 86	191	3.71

Q9: Which street use design is most exciting to you?

Answered: 191 Skipped: 0



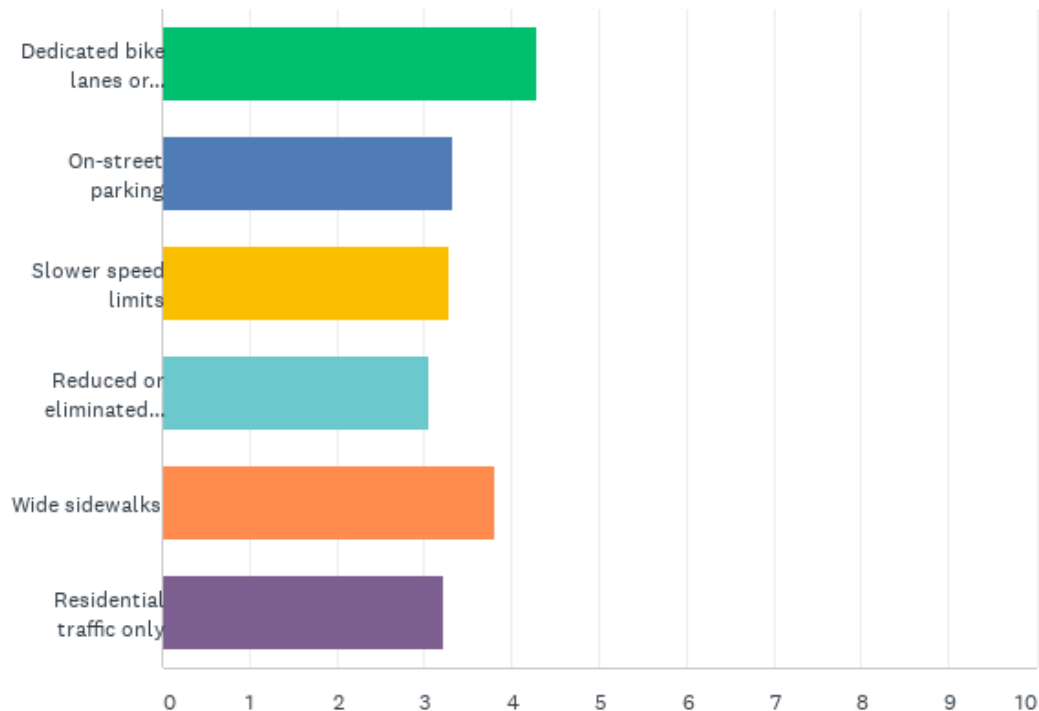
Q9: Which street use design is most exciting to you?

Answered: 191 Skipped: 0

ANSWER CHOICES	RESPONSES	
Bike Lane Between Parking/Sidewalk	16.23%	31
Two-Way Bike Lane	18.85%	36
Bike Lane Between Parking/Traffic	16.23%	31
Current State	21.47%	41
Separated Bike Lanes, No Parking	27.23%	52
TOTAL		191

of the list will be your first priority, the bottom of the list will be your last priority.

Answered: 191 Skipped: 0



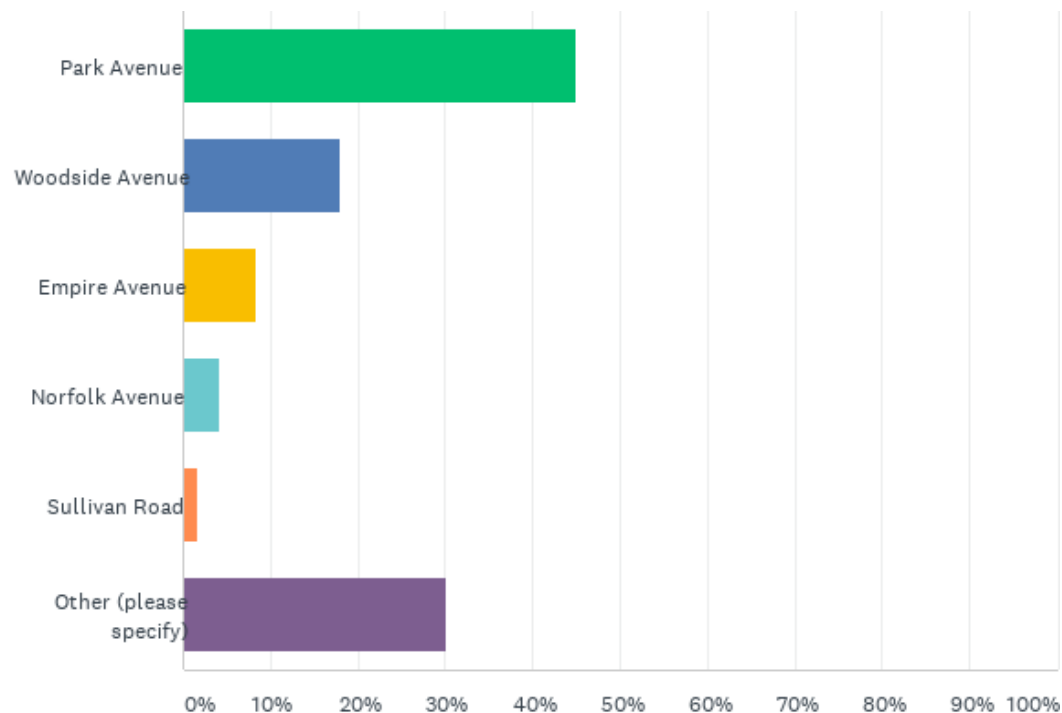
of the list will be your first priority, the bottom of the list will be your last priority.

Answered: 191 Skipped: 0

	1	2	3	4	5	6	TOTAL	SCORE
Dedicated bike lanes or pathways for active transportation	32.98% 63	20.42% 39	16.75% 32	10.47% 20	11.52% 22	7.85% 15	191	4.29
On-street parking	25.65% 49	12.04% 23	7.85% 15	10.99% 21	10.47% 20	32.98% 63	191	3.32
Slower speed limits	4.71% 9	17.28% 33	23.04% 44	23.56% 45	20.42% 39	10.99% 21	191	3.29
Reduced or eliminated on-street parking	8.90% 17	16.75% 32	14.14% 27	16.23% 31	18.32% 35	25.65% 49	191	3.05
Wide sidewalks	15.18% 29	19.37% 37	25.13% 48	17.28% 33	17.80% 34	5.24% 10	191	3.81
Residential traffic only	12.57% 24	14.14% 27	13.09% 25	21.47% 41	21.47% 41	17.28% 33	191	3.23

Q14: I live on:

Answered: 189 Skipped: 2



Q14: I live on:

Answered: 189 Skipped: 2

ANSWER CHOICES	RESPONSES	
Park Avenue	44.97%	85
Woodside Avenue	17.99%	34
Empire Avenue	8.47%	16
Norfolk Avenue	4.23%	8
Sullivan Road	1.59%	3
Other (please specify)	30.16%	57
Total Respondents: 189		

Council Agenda Item Report

Meeting Date: July 15, 2021

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Minutes

Agenda Section:

Subject:

Consideration to Approve the City Council Meeting Minutes from June 17 and July 1, 2021

Suggested Action:

Attachments:

[June 17, 2021 Minutes](#)

[July 1, 2021 Minutes](#)



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

June 17, 2021

The Council of Park City, Summit County, Utah, met in open meeting on June 17, 2021, at 4:00 p.m. in the City Council Chambers.

WORK SESSION

FY2021-22 City Manager's Recommended Budget: Operating Budget, Council Compensation, and Fee Schedule Presentation and Review:

Mayor Pro Tem Doilney stated Mayor Beerman was not feeling well, but he would participate in the meeting to the extent possible.

Jed Briggs and Penny Frates, Budget Department, presented this item. Briggs discussed the General Fund balance and indicated the State Legislature increased the cap from 25% to 35%. He thought many cities were contemplating increasing their balances incrementally over time until they reached 35%. Briggs noted sales tax numbers were very strong, resulting in a large fund balance. He displayed a chart showing the fund balance since 2013. Council Member Henney stated this was a reserve balance and asked why the FY 2021 balance was higher than 25%. Briggs responded the law went into effect in May, so the balance did not exceed the cap. He stated the City was in a good position, having \$9,000,000 in reserves.

Council Member Joyce was grateful the economy did well during the pandemic and that the vaccine had been created within a year. He asserted the City's funds would have been drained if the pandemic had lasted two to three years and proposed setting a goal to reach the 35% reserve cap by a certain time. He thought there should be a conversation on using some of the reserves for big projects, such as the Olympics. Council Member Henney considered the reserve fund as a disaster fund, but he was open to discussing this further. He hoped to understand the goals and purposes of the reserve fund. Council Member Joyce clarified this was referred to by the State as a General Fund balance, which was different from a reserve fund. Dias stated this year the City had the same policy, but he would set up a work session to discuss the protocol moving forward.

Mayor Pro Tem Doilney asked what prompted the State to raise the cap. Dias stated some municipalities had big sales tax revenue increases and they were hitting the 25% threshold. He thought the 35% cap was an interim solution and would be revised.

1 Frates reviewed energy saving projects at Mine Bench and noted there was a utility bill
2 savings of \$50,000. There was no increase in insurance premiums or retirement
3 benefits. There were reduced expenses in Transportation due to limited Transit service.
4 Briggs discussed the changes in the Transportation Fund based on the City/County
5 separation and indicated the City would have significant savings from the separation.

6
7 Frates reviewed the changes in the Fee Schedule. Council Member Worel referred to
8 the MARC adding a sliding scale fee for users based on Summit County AMI and stated
9 requesting financial information from people was sensitive. She requested a staff report
10 on how that would be implemented. Council Member Gerber asked if the minimal Golf
11 fee increases could be further increased to build funds. Frates stated she would get an
12 answer from Vaughn Robinson.

13
14 Brooke Watters, HR Manager, indicated a pay plan study was performed by Mercer in
15 2019. The results were received in 2020 and then COVID-19 slowed down the process.
16 There was an internal committee and an external blue ribbon commission that were
17 formed to analyze the results. Lia Santos, Mercer, stated the pay and benefits study
18 was very comprehensive. She indicated COVID impacted about 15% of the survey
19 entities. Watters indicated Mercer also performed a staff gender analysis regarding pay,
20 and very few pay variances were found. Those variances were looked at and the
21 discrepancy was due to longevity and not based on gender. She reviewed that the
22 survey results showed some positions were under-paid, most were in line with
23 competitors, and a few were above the standard pay scale. Overall, they found Park
24 City was competitive with the benefits that were offered.

25
26 Watters stated it was a struggle attracting and retaining employees due to the strong job
27 market, low unemployment, high home prices in the area, competition with work-from-
28 home companies, and the continued rise in wages. She noted Park City had a 22%
29 turnover rate in 2020, which was 10% higher than the average for the City. Mayor Pro
30 Tem Doilney noted statistics from the State Economic Resiliency Committee showed
31 the need for a higher wage in Park City to compete with the wages and cost of living in
32 the Salt Lake Valley.

33
34 Clint McAfee, Internal Pay Plan Committee member, stated the committee felt staff was
35 the City's most important asset. He reviewed the committee looked at pay at the 50th
36 and 75th percentiles and they recommended pay at the 75th percentile. The reasons
37 were high expectations from the Council and the community, unique work conditions
38 based on the City's mining history, extreme weather conditions, the expectation to
39 achieve high goals, and the current market being very competitive as well as the
40 learning curve needed when employees left. They recommended a one-time pay
41 increase to get to the 75th percentile that would be reached over a two-year period.
42 Raises would be based on performance. He noted the study was already two years old
43 and action should not be delayed.

1 The Council members were sensitive to the need of attracting and retaining employees.
2 Council Member Worel talked to hotel management this week and they were offering a
3 signing bonus for entry level employees, and she asked if the City had considered
4 bonuses. Watters stated her team looked at this for police officers and building
5 inspectors, and they would consider signing bonuses. Council Member Joyce indicated
6 it was expensive to lose an employee and to start from the beginning with recruiting and
7 training. He thought retaining employees was important. He thought the plan was a
8 good start and it should be looked at quarterly instead of waiting until the next budget
9 cycle. He suggested coming back with a budget amendment in a few months. Mayor
10 Pro Tem Doilney hoped the City could create good work environments to retain people.
11 He thought the 22% turnover rate was not just a job change, and noted several
12 employees had life changes. Council Member Gerber indicated wages in the area went
13 up 18% this year, and this study was two years old. She suggested increasing wages to
14 the 75th percentile in one year instead of the recommended two year step increase.

15
16 Council Member Henney agreed with what was said. He was glad the City was looking
17 at the competition, and stated the City needed to be a place employees found favorable.
18 He wanted to know if the 75th percentile was the right number. Council Member Joyce
19 wondered if this was enough, and he asked Watters to come back with the right
20 number. He did not feel good about the proposed increases. McAfee stated the
21 committee was trying to balance what was going on in the area, but things were
22 changing fast. They were worried about shocking people or looking greedy. He was
23 willing to go back to take another look prior to next week. Council Member Joyce stated
24 the City was about to explode with events and people. Dias stated the information was a
25 good set of data. To implement the increases in one year would add \$800,000 to the
26 budget. He would bring this information back next week with the final budget. He
27 appreciated the Council's comments tonight supporting the City employees.

28
29 Deanna Rhodes, spokesperson for the Blue Ribbon Commission, stated the
30 commission members had applied to be on the commission. The committee met six
31 times, via Zoom, to discuss the pay plan as community members. The committee
32 agreed the data was valuable and she supported the recommendations.

33
34 **Discuss City Council Protocols:**

35 Michelle Downard, Resident Advocate, presented this item and reviewed that the
36 Council protocols were just best practices for Council. She noted the suggested protocol
37 of creating an autoreply for emails to Council and creating a Council member rotation
38 for regular events so there was equal opportunity to participate in those events.

39
40 Council Member Joyce stated he had suggested a Council rotation for transparency
41 during election cycles. Council Member Henney thought that was a legitimate point and
42 asked if the rotation should be temporary based on elections or as a permanent
43 rotation. Council Member Worel stated half of Council was campaigning every other

year and she hoped a rotation wouldn't create a burden for those not campaigning. Mayor Beerman indicated a best practice was more flexible and Council worked well adjusting to the other members' schedules and obligations. Council Member Worel asked Linda Jager how Coffee with Council would be programmed going forward, to which Jager stated it would be a hybrid of in-person and virtual attendance. Mayor Pro Tem Doilney favored the Coffee with Councils that were a question/answer format. Council Member Gerber stated these events could be attended with staff. Council Member Henney thought there was value in the roundtable discussions, which were different than Coffee with Council, and wanted to see those continue.

Regarding autoreply, the Council thought it would be a good practice to let people know their emails had been received. Council Member Worel asked what the next step would be beyond the autoreply. Council Member Gerber suggested Council could respond to questions, but the autoreply would be sufficient for those stating their positions on a topic without expecting an answer. Council Member Henney stated he could continue responding to those emails from people with questions. Mayor Pro Tem Doilney thought some emails would be better answered by staff and Council Member Henney could forward those to the appropriate department. Council Member Gerber suggested Council Member Henney could also forward emails that could be answered best by another Council member. Mayor Beerman indicated an autoreply was essential and he was grateful Council Member Henney was willing to continue with the more in-depth email responses.

REGULAR MEETING

I) ROLL CALL

Attendee Name	Status
Mayor Andy Beerman Mayor Pro Tem Max Doilney Council Member Becca Gerber Council Member Tim Henney Council Member Steve Joyce Council Member Nann Worel Matt Dias, City Manager Margaret Plane, Special Counsel Michelle Kellogg, City Recorder	Present
None	Excused

II) COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Staff Communication Reports:

1. Park City Soils Management Facility Update:

2. FY 2021 Fraud Risk Assessment:

3. Neighborhood Traffic Management Program- Iron Mountain Trailhead Update:

4. Fire and Fireworks Restrictions:

Council Questions and Comments:

Council Member Worel indicated the Summit County Health Department was cautioning people to check for ticks. She attended lunch at the Senior Center. She noted the Friends of the Library was holding a pop-up book sale on July 2-3.

Council Member Henney stated he and Mayor Pro Tem Doilney did a Walk and Talk in the Snow Creek area and he felt it was very effective. He indicated the last Coffee with Council was on the City/County Transit separation and there was a very good response from the public. He attended a Park City Fire District meeting where they discussed the agreement they made with the City for fire inspections. He discussed the Fireworks staff report and stated the State was in a severe drought. He asked if the declaration had authority to shut down heavy equipment and other risks that would create a fire should these conditions continue through the summer. Dave Thacker, Building Official, stated the declaration had language that enabled staff to enforce risky situations. Council Member Henney asked about regulating machinery that could spark. Thacker stated dew point was something he looked at when implementing restrictions.

Council Member Joyce attended the last Joint Transportation Advisory Board (JTAB) meeting before the Transit separation. He talked to many people about running for office and he saw a number of good people turn away from the opportunity because of the amount of time involved. He indicated the liaison responsibility was tremendous. He hoped the job description for Mayor and Council could be trimmed or that these positions would not be inclusive. He suggested scaling back the liaison role.

Council Member Gerber agreed and thought it was time to look at Council's liaison roles. She attended the Historic Park City Alliance (HPCA) meeting and noted the businesses were hurting from lack of employees. She felt this would be an issue for a few years. She also noted she talked with several families who had children who came out as LGBTQIA+ and they were happy to see the Pride flags up around town. She suggested keeping one Pride flag up all year as a symbol of hope and support for that group.

Mayor Pro Tem Doilney attended the Department of Alcoholic Beverage Control (DABC) meeting and talked with the new leader about how laws were enforced and the

1 morale. He stated leadership mattered, and noted he was pleased the federal
2 government enacted the Juneteenth holiday.

3
4 Mayor Beerman supported the idea of keeping Pride symbols up around town. He
5 attended Charlie Sturgis' retirement party, noting Sturgis was the head of Mountain
6 Trails Foundation. He updated Council on the future Olympics committee meeting and
7 indicated some athletes were added to the board. The new chairman was Catherine
8 Raney-Norman. He stated Park City was assured a seat on the committee. He also
9 stated the City received formal notice that it would receive ARPA funding which
10 amounted to a little over \$1,000,000. He also stated the Mountain Towns Conference
11 was held last year with the four biggest resorts being in attendance. He received word
12 that these resorts just committed to a unified climate compact and he noted the
13 Mountain Towns Conference was the seed that brought this about.

14
15 Matt Dias, City Manager, stated the Juneteenth federal holiday was passed today and
16 he wondered if the City should close tomorrow. As he talked to department heads, they
17 felt tomorrow should be open, but that holiday should be observed beginning next year.
18 Council Member Worel asked if it could be a floating holiday, to which Dias affirmed that
19 was possible, but the intent was to honor the emancipation. Mayor Pro Tem Doilney
20 supported the rolling holiday and did not think it was responsible to take tomorrow as a
21 holiday. Council Member Gerber thought the community was trying to understand the
22 origins of the holiday, and she suggested sending staff something to acknowledge the
23 day. She also hoped to do something bigger next year. Council Member Joyce did not
24 favor closing tomorrow, but he agreed a note could go out acknowledging the day.
25 Council Member Henney agreed with Council Member Joyce.

26
27 Jonathan Weidenhamer, Economic Development Manager, asked if there were
28 questions on the Soils Repository facility. Council Member Joyce stated he preferred
29 that deep information be sent out instead of a postcard telling people where to go look
30 for more information. Council Member Gerber indicated most people didn't have long
31 attention spans and she suggested putting information in bullet points. Council Member
32 Worel agreed and stated many populations did not use social media. Mayor Pro Tem
33 Doilney thought a lot of information could fit in bullet points. He liked the way residents
34 received water data. Council Member Joyce indicated many who lived in condos did not
35 receive water bills so the information might be sent separately.

36
37 **III) PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE**
38 **AGENDA)**

39
40 Mayor Beerman opened the meeting for anyone who wished to comment or submit
41 comments to the Council on items not included on the agenda.
42

Rich Wyman noted the death of his friend Joe DeLuke and suggested the City do something to honor him. Council Member Henney stated there was a community celebration for him tomorrow. Regarding the Olympics, he stated the 2002 Olympics were amazing, but he thought the Olympics had changed Park City. He cautioned Council to think about the problems that came with the Olympics, such as lack of affordable housing. He stated Tuesday there would be a discussion on the proposed soils management facility and he hoped to see representation from alternative points of view. He thought that would give the panel credibility. Mayor Pro Tem Doilney stated the point of the panel was not to have a debate, but rather to have experts discuss what was happening on that site. Wyman asked if Weidenhamer, Council Member Joyce, and Sally Elliott were experts. Council Member Joyce explained their roles on the panel.

Matt Dias asked if Council would like to add a member to the panel. Council Member Joyce stated that would be appropriate at a future event, but not at Tuesday's meeting. Council Member Henney agreed. Council Member Worel thought there would be value in having someone at the table who knew the history. Council Member Gerber wanted the meeting to stay factual and not political.

Mayor Beerman closed the public input portion of the meeting.

IV) CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from May 20, 21, and 27, 2021:

Council Member Gerber moved to approve the City Council meeting minutes from May 20, 21, and 27, 2021. Council Member Worel seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

V) CONSENT AGENDA

1. Request to Authorize the City Manager to Enter into a Three (3) Year Contract with an Option of Two (2) One-Year Extensions, in a Form Approved by the City Attorney's Office, with Farnsworth & Johnson PLLC, in an Amount Not to Exceed \$27,500; and with Gilmore Bell PC, in an Amount Not to Exceed \$38,000 to Provide Park City's Bond Counsel Services:

2. Request to Authorize the City Manager to Execute a Relocation Agreement with Lumen Technology, in a Form Approved by the City Attorney, in an Amount Not to Exceed \$85,485.89 to Relocate their Fiber Optic Line at the Quinn's Junction Park and Ride Lot:

3. Request to Authorize the City Manager to Execute a Professional Services Agreement, in a Form Approved by the City Attorney, with Stanley Consultants Inc. in an Amount Not to Exceed \$1,089,444.00, in a Form Approved by the City Attorney:

Council Member Henney moved to remove Item One from the Consent Agenda. Council Member Joyce seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

Council Member Henney moved to approve Items Two and Three on the Consent Agenda. Council Member Worel seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

1. Request to Authorize the City Manager to Enter into a Three (3) Year Contract with an Option of Two (2) One-Year Extensions, in a Form Approved by the City Attorney's Office, with Farnsworth & Johnson PLLC, in an Amount Not to Exceed \$27,500; and with Gilmore Bell PC, in an Amount Not to Exceed \$38,000 to Provide Park City's Bond Counsel Services:

Council Member Henney asked why the contracts were "in an amount not to exceed," when Council didn't know what bonds it would seek. Plane stated the agenda language included the "not to exceed" verbiage and that was not how bond counsel worked. She suggested wording to approve this item.

Council Member Joyce moved to approve the selection of bond counsel and approve the scope of services and fee schedules as provided in the agenda. Council Member Henney seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

VI) NEW BUSINESS

1. Discuss Transit Separation Interlocal Agreement:

Sarah Pearce, Deputy City Manager, Kim Fjeldsted, Transit Manager, and Jerry Benson, Transit Consultant, were present for this item. Pearce stated the City's Transit service was strong. In the future, more ideas would be explored to move Transit forward, including microtransit. Benson stated Transit operated a fare-free system for over 40 years. He reviewed the past interlocal agreements with the County in 2006,

2009 and 2016. Going forward there would be two Transit entities and it was the right move to serve the needs of Summit County residents.

Pearce reviewed the points of the separation agreement, including Transit taxes, the transfer of the Kimball Junction Transit Center to Summit County, and the transfer of five diesel buses and eight new electric buses to High Valley Transit (HVT). Park City would only run the bus routes within City limits, but would continue running the White route through April, 2024. Paratransit would be a shared service between the entities. Also, each entity would seek its own grants. She stated JTAB would no longer meet, HVT would have its own board meetings, Park City Transit would report to Council, and staff from both Transit entities would meet regularly to coordinate service.

Council Member Gerber asked if the service on the White route could be changed after 2024 or would HVT be required to maintain a similar service at that point. Pearce stated Park City Transit would maintain the current service standards and in 2024, HVT would be required to maintain the current standards of service for that route as well.

Council Member Worel asked if paratransit was the same as the mobility bus, to which Fjeldsted affirmed. Council Member Worel asked how those who lived by Kimball Junction would get a ride into town and which Transit service they would contact. Fjeldsted stated HVT would bring them into town, then Park City Transit would take them back.

Council Member Joyce reviewed the process that led up to the separation and he was surprised this separation happened so quickly. He noted the guiding principle was to keep the separation clean and simple. He indicated HVT was impressed with the condition of the buses. Council Member Henney stated he was on JTAB for seven years and he agreed it was amazing how far the County and City had come in the last year. He thought staff did amazing work to make the separation a success. Mayor Pro Tem Doilney thought the public would ultimately receive better service. Council Member Gerber thanked Pearce for navigating the separation, and stated she was excited for improvements to come with the Park City service. Council Member Worel stated Transportation was an important pillar. There were plans for long range Transit, short range Transit and walkability. She suggested creating a committee or commission to oversee transportation. Dias thought that would be a good thing for the taskforce to assess and bring a recommendation to Council. He didn't think the City would get credit for the separation, but this was an example of admitting when there was a better way to do things. It took humility and leadership to understand the City's capabilities and limitations. Mayor Beerman thought the Transit separation was a great thing.

Mayor Pro Tem Doilney opened the meeting for public input. No comments were given. Mayor Pro Tem Doilney closed the public input portion of the meeting.

2. FY2021-22 City Manager's Recommended Budget and Fee Schedule:

Council Member Gerber indicated Council was putting a great demand on the Communications team and she noticed there was not a request for staff for that department. She also noted affordable housing projects were intense, and the team only asked for \$40,000. Dias stated the Housing team felt they had the resources and were using outside expertise for some projects. They received a new fulltime employee (FTE) mid-year last year which helped greatly. With regard to Communications, staff would like to request a Communications FTE because Lynn Ware Peek would be retiring this summer. Her position would be replaced and Dias also wanted to hire a writing and technical communications specialist. He could bring this back next week if Council approved of the changes.

Council Member Joyce asked how this new position ranked in Budgeting for Outcomes because he wanted to make sure other needs were not left out. Dias indicated this was a priority and explained the Communications Department would split the City departments into thirds so each staff member was involved in helping departments with their communications needs. Council Member Worel related this request to the IT Department's staff requests and noted the world had changed and additional resources were needed. Mayor Beerman stated over the last few years, the City had ramped up its outreach and communication, and now it was expected by the community. He was grateful Council Member Gerber initiated the request.

Mayor Pro Tem Doilney opened the public hearing. No comments were given. Mayor Pro Tem Doilney closed the public hearing.

Council Member Joyce stated the payroll plan was discussed in the work session. He reviewed a pay study was done and Council wanted to get staff up to a standard. There was high attrition and he didn't want that to happen again this year. Staff proposed a two-year step to get the pay to an adequate level and Council asked staff to bring back a one-year step to reach that level.

Council Member Henney moved to continue the FY2021-22 City Manager's Recommended Budget and Fee Schedule to June 24, 2021. Council Member Gerber seconded the motion.

RESULT: CONTINUED TO JUNE 24, 2021

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

3. Consideration to Set the Date of June 24, 2021, for a Public Hearing on Ordinance 2021-27, an Ordinance Establishing Compensation for the Elected and Statutory Officers for FY 2022:

Council Member Joyce indicated Mayor Beerman and the City Council would not have a salary increase for FY 2022.

Mayor Pro Tem Doilney opened the public hearing. No comments were given. Mayor Pro Tem Doilney closed the public hearing.

Council Member Gerber moved to set the date of June 24, 2021, for a public hearing on Ordinance 2021-27, an ordinance establishing compensation for the elected and statutory officers for FY 2022. Council Member Joyce seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

4. Discuss Roadway Capital Projects and Construction Challenges:

John Robertson, City Engineer, presented this item and indicated there were some challenges with projects planned for this summer. He stated contractors were busy and were short-staffed, and they also had a hard time getting materials and supplies. All the projects planned for the summer had challenges with utility relocation, entity coordination, and more. The Rossie Hill project did not receive any bids. Some contractors expressed concern with bidding because they were uncertain about material costs and the timeline constraints for the projects. He proposed delaying the bidding of the projects until fall and thought he would have better luck receiving bids. He also proposed to add to the bid to build in changes in material costs, so the contractors would have an assurance they wouldn't lose money on the project.

Robertson indicated the Rossie Hill project included adding stairs, so that portion of the project would move forward. The bus shelters would go out to bid with the construction happening in 2022. The Quinn's Junction project was moving forward with utility lines being relocated closer to the onramp so the project could proceed next spring.

Council Member Joyce hoped Robertson would take advantage of any opportunity to get projects done this year. Robertson stated he would continue to have conversations with contractors. Mayor Beerman asked if some in-house work could be done while the project was delayed, to which Robertson affirmed. Mayor Beerman asked that Robertson meet with Rossie Hill residents so he could hear their concerns. Robertson stated a meeting had been planned for July 12th.

Mayor Pro Tem Doilney opened the meeting for public input.

Sean Kelleher, Rossie Hill resident, indicated the Rossie Hill project had been delayed for five years. He stated the road condition was very bad and he hoped something would be done soon.

Mayor Pro Tem Doilney closed the public input portion of the meeting.

5. Consideration to Authorize the City Manager to Sign a Second Addendum to the Professional Services Agreement between Park City Municipal Corporation and GTS Development, LLC for Owner's Representative Services through June 1, 2022, with an Amount Not to Exceed \$1,710,980.00, for a Total Amount Not to Exceed \$2,780,364.96, Inclusive of Previous Payment:

David Everitt, Deputy City Manager, presented this item and indicated this was a second addendum to the original contract. The owner's representative would deal with the City's component of the Arts and Culture District as well as deal with the entire site and work with the other partners to move the project forward. He acknowledged the timing wasn't ideal since the Gordo Soils Facility was an issue with some residents, but what was being proposed was continuing with the services in anticipation of a Council decision in the next few months. He stated this was a month-to-month agreement. If the Council decided to not move forward or to scale back the project, the contract had flexibility to scale back this contractor's work as well.

Council Member Worel asked what the pass-through expenses would be, to which Everitt stated \$5,000-\$15,000 per month, depending on how intense the engagement was.

Mayor Pro Tem Doilney opened the public hearing.

Jeremy Rubell asked if there was a minimum fee the City would pay until Council decided. Everitt stated there was a fee around \$100,000 per month. Rubell asked what services were being performed to which Everitt referred him to the staff report, but noted they included design revisions, discussions with stakeholders, and more.

Mayor Pro Tem Doilney closed the public hearing.

Council Member Worel referred to Page Three of the staff report and indicated community engagement was part of the service as well as a pass-through expense, and asked why both were listed. Everitt stated if there was a need outside what they could provide, the City could look for an outside contractor to provide the specific service.

Council Member Joyce expressed concern about approving this because the design was not firmed up yet, the soil repository was in question, and it wasn't certain the partners were going to commit to the project. He indicated there needed to be answers to these problems. Council Member Worel clarified if no work was performed, the City would not have to pay. Council Member Gerber asked if all work could be put on hold. Everitt stated moving forward would show the partners that the City was committed. There was still a lot of work needed on utilities coordination. Council Member Gerber asked if the scope could be reduced. Everitt stated GTS was doing work outside of the contract and this amount was part of the addendum, but that could be resolved.

Council Member Worel asked if there was a penalty if services were discontinued, to which Everitt indicated there was no penalty. Council Member Joyce wanted to stop spending until a decision was made. Council Member Worel asked if GTS was the contractor who provided the numbers and estimates if Council wanted revisions. Everitt affirmed and suggested adding a provision in the contract to limit the hours used for so many months. Council Member Henney stated the work had been done and it was up to Council to move forward, but Gordo had to be resolved first. He supported paying GTS what was owed and having them pause until Council made a decision. Council Member Gerber favored authorizing some budget to keep discussions with partners and work on shell building options, but have a very reduced scope. Council Member Worel agreed with Council Member Gerber and asked Everitt to come back with what GTS needed to do. Council Member Joyce favored going with Everitt's suggestion to scale back for the next few months.

Mayor Beerman thought back payment should be made to GTS. He stated a lot had been asked of Everitt and he needed to rely heavily on GTS, and he thought Everitt would continue to need them. Everitt confirmed he would return with a revised second addendum that reduced scope for the next three months, with an amount reflective of that scope. Council asked for a three-month addendum.

Council Member Gerber moved to continue the authorization of the City Manager to sign a second addendum to the professional services agreement between Park City Municipal Corporation and GTS Development, LLC for owner's representative services through June 1, 2022, with an amount not to exceed \$1,710,980.00, for a total amount not to exceed \$2,780,364.96, inclusive of previous payment to a date uncertain. Council Member Worel seconded the motion.

RESULT: CONTINUED TO A DATE UNCERTAIN

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

6. Consideration to Authorize the Mayor to Execute a Lease for Annex at the No Name for the 2021 Main Street Dining Deck Program, in a Form Approved by the City Attorney:

Mayor Pro Tem Doilney opened the public hearing. No comments were given. Mayor Pro Tem Doilney closed the public hearing.

Council Member Gerber moved to authorize the Mayor to execute a lease for Annex at the No Name for the 2021 Main Street Dining Deck Program, in a form approved by the City Attorney. Council Member Henney seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

VII) ADJOURNMENT

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder



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

July 1, 2021

The Council of Park City, Summit County, Utah, met in open meeting on July 1, 2021, at 5:00 p.m. in the City Council Chambers.

Council Member Doilney moved to close the meeting to discuss property, personnel, and litigation at 5:03 p.m. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

CLOSED SESSION

Council Member Joyce moved to adjourn from Closed Meeting at 6:05 p.m. Council Member Worel seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

REGULAR MEETING

I) ROLL CALL

Attendee Name	Status
Mayor Andy Beerman Council Member Max Doilney Council Member Becca Gerber Council Member Tim Henney Council Member Steve Joyce Council Member Nann Worel Matt Dias, City Manager Margaret Plane, Special Counsel Michelle Kellogg, City Recorder	Present
None	Excused

II) APPOINTMENTS

1. Appointment of Michael Watts and Chris Donnelly to the Board of Appeals with Terms Beginning Immediately:

Dave Thacker and Casandra Courtillet, Building Department, presented this item. Courtillet explained the Board of Appeals members heard Building code appeals. She reviewed that the appointees were qualified since Watts was a contractor and Donnelly had built 15 personal homes.

Council Member Gerber moved to appoint Michael Watts and Chris Donnelly to the Board of Appeals with terms beginning immediately. Council Member Worel seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

III) COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Staff Communications Report:

1. Fourth of July Celebration Reminders:

Council Questions and Comments:

Council Member Henney stated he attended the Pride picnic on Saturday. He went on the Park Silly Sunday Market (PSSM) walk through with Council Member Joyce and was part of the Coffee with Council with Council Member Joyce, where the drought situation and the impacts to the water system were discussed. He also noted the Employee Service Awards on Tuesday night was great.

Council Member Doilney indicated he saw a High Valley Transit (HVT) bus and it reminded him how good the partnership was between the City and County. Council Member Gerber stated it was exciting to be outside and together as a community.

Council Member Joyce stated the COVID rate was up 150% in Utah in the past couple months, and he reminded people to be careful. During the PSSM walk, he noticed a need for activation at the top of Main Street. He stated there was concern about raising parking rates, but the Historic Park City Alliance (HPCA) and PSSM were open to the idea. A survey was sent out by HPCA to get feedback from business owners. For this coming Sunday, the rates were proposed to go up to \$6 per hour to a maximum daily rate of \$30. He asked Council for their thoughts. Diersen stated the maximum fee would hopefully deter people and incentivize them to turn over the parking spots sooner. Mayor Beerman wanted to make sure HPCA was comfortable with the rate change. Council Member Joyce indicated the rate increase would help Transit ridership increase, which was a City goal. Council Members Gerber and Worel asked for a parking rate discussion on July 15th.

Council Member Worel stated she was part of an eviction coalition that was recently organized to help people not be evicted. She attended the Latino Arts Festival and stated it was a great success, partly because they collaborated with PSSM and the Christian Center. She indicated the Transportation Advisory Committee and Walk committee met via Zoom.

Mayor Beerman stated Park City had booms and busts and he reflected on this time last year when everything was uncertain due to the pandemic. Now, business was booming around town. He was excited people were gathering again.

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

Mayor Beerman opened the meeting for anyone who wished to comment or submit comments to the Council on items not included on the agenda. No comments were given. Mayor Beerman closed the public input portion of the meeting.

V) OLD BUSINESS

1. Consideration to Authorize the City Manager to Sign a Second Addendum to the Professional Services Agreement with GTS Development, LLC for Owner's Representative Services through September 30, 2021, in an Amount Not to Exceed \$78,300.00, for a Total Amount Not to Exceed \$1,147,684.96, Inclusive of Previous Payment:

David Everitt, Deputy City Manager, presented this item and stated this was a reduced owner's representative scope of services for the Arts and Culture District, per Council's request. Council Member Worel asked if the back pay was included in this contract. Everitt stated it was not, but GTS Development had invoiced the City approximately \$300,000 for those services.

Mayor Beerman opened the meeting for public input. No comments were given. Mayor Beerman closed the public input portion of the meeting.

Council Member Henney moved to authorize the City Manager to sign a second addendum to the professional services agreement with GTS Development, LLC for owner's representative services through September 30, 2021, in an amount not to exceed \$78,300.00, for a total amount not to exceed \$1,147,684.96, inclusive of previous payment. Council Member Joyce seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

2. Consideration to Approve a Plan for Temporary Programming of the Park City Arts and Culture District Site through October 2021 as a Level Two Special Event with an Expense Budget Not to Exceed \$149,000:

Jenny Diersen, Special Events Manager, and Heinrich Deters, Trails and Open Space Manager, presented this item. Diersen stated outreach had been performed with stakeholders and programming could begin in late July if approved. The fencing would be taken down so there would be continuous accessibility to the site. Programming would be from 8:00 a.m.-10:00 p.m. daily. The Public Art Advisory Board (PAAB) discussed using the old gas station as a blank canvas for art. That process would come to Council for final approval at a future time. The art was estimated at \$30,000 and would come from the PAAB budget.

Deters stated there was a \$15,000 contract for a "Transit to Trails" project in the Arts and Culture District, funded by the Central Wasatch Commission (CWC). The funding would be used for shuttles from the district to the Bonanza Flat trails. This project would start July 10th. Council Member Gerber thought the service would be well used. She asked if first benefit could be provided to residents if the program became too popular. It was indicated reservations would be taken and it would operate Saturdays and Sundays. Deters stated this was a pilot program and he hoped to be back in the fall to discuss it further.

Mayor Beerman opened the public hearing and stated this was a great program and there was a benefit to being part of CWC. Council Member Gerber asked if the City was partnering with other entities for managing the programming on the site. Diersen indicated the Arts Council would be over activation and PSSM would do site management. Council Member Gerber indicated the time period written in the contract was for a year. Diersen stated this was a three-month contract with at least 20 hours of work per week. Council Member Gerber noted the motion should include the verbiage As Amended, since the contract was from July through September, 2021. Council Member Doilney commented that Transit to Trails was an example of leadership in reducing traffic in natural areas.

Jamison Brandi via Zoom stated he talked to many people as he ran for Council and had asked them if they would use the Arts and Culture District programs, to which 85% said no. There were small sidewalks on the east and west, high winds in August, and uneven pavement. He thought the City was biting off more than it could chew. He wasn't sure what the goal was. He asked if the Art Festival component could be moved to upper Main. He suggested leasing the Bonanza Park area as a parking lot to raise revenue. He didn't see a safe environment for families there at this point.

Mayor Beerman closed the public hearing.

Council Member Worel stated this parcel was owned by the residents and she felt it should be used. She expressed concern on the soils in the area and noted Dave Gustafson sent her some materials that showed possible side effects. She didn't want to activate the site until the soils issue was resolved. She suggested using the \$150,000 to do the soils sampling now. Council Member Gerber stated most of the area was paved and she wasn't too concerned about the soil since she walked the Rail Trail and other trails with exposed soil around town. She knew there would be more soils testing moving forward, but since toxic soils were so prevalent around town, it seemed reactionary to show concern for just this area.

Council Member Doilney indicated the materials sent by Gustafson explained what was used all over the country to control dust. There were many options and those would be explored. He didn't like the area fenced off, and he thought something should be done there. Everitt stated magnesium chloride was widely used around the country. This area was paved and capped with road surface, which needed to be settled in. Another option could be to install AstroTurf. He thought there were simple solutions and the soil shouldn't deter activation. Diersen stated this activation was coordinated with the Health Department and they would ensure the safety of the site.

Mayor Beerman asked if magnesium chloride was used on City trails and ballfields. Deters stated it was not used on trails, but Mountain Trails Foundation used it. She also noted it was used in the past on ballfields. Council Member Joyce indicated this area was close to residences and programming would be easy to walk and bike to, and it was being paid for by tourism revenue. He agreed more soils testing was needed, but the testing done to this point indicated it was safe. Council Member Gerber thought this was a great opportunity to do art activations and programming.

Council Member Gerber moved to approve a plan for temporary programming of the Park City Arts and Culture District Site through October 2021 as a Level Two Special Event with an expense budget not to exceed \$149,000. Council Member Doilney seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, and Joyce

NAY: Council Member Worel

VI) NEW BUSINESS

1. Consideration to Approve to the 1302 Norfolk Rental Agreement Addendum #2, Extending the Term to July 1, 2022:

Heinrich Deters stated the lease was being renewed for one more year and there would be a \$150 per month increase to offset some maintenance costs.

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

Council Member Joyce moved to approve to the 1302 Norfolk Rental Agreement Addendum #2, extending the term to July 1, 2022. Council Member Worel seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

2. Consideration to Approve Ordinance 2021-30, an Ordinance Approving 909 Woodside Avenue Plat Amendment, Located at 909 Woodside Avenue, Park City, Utah:

Aiden Lillie, Planner, presented this item and indicated the plat amendment would remove an interior lot line.

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

Council Member Doilney moved to approve Ordinance 2021-30, an ordinance approving 909 Woodside Avenue Plat Amendment, located at 909 Woodside Avenue, Park City, Utah. Council Member Worel seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

3. Consideration to Approve Ordinance No. 2021-31, an Ordinance Approving the 917 Empire Avenue Plat Amendment, Located at 917 Empire Avenue, Park City, Utah:

Spencer Cawley, Planner I, presented this item and stated this plat amendment would remove an interior lot line.

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

Council Member Doilney asked about the project intent. Cawley stated the owners hadn't initiated a project, but this line removal would clear up obstacles if they chose to implement a project in the future. Council Member Joyce asked that a new process be put in place for these approvals to be administrative.

Council Member Joyce moved to approve Ordinance No. 2021-31, an ordinance approving the 917 Empire Avenue Plat Amendment, located at 917 Empire Avenue, Park City, Utah. Council Member Henney seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

4. Consideration to Authorize the City Manager to Enter into a Professional Services Agreement with MUNIREvs INC. for Short Term Rental Inventory, Compliance, Analytic Services, and a Business License Administration Portal in a Form Approved by the City Attorney, Not to Exceed \$122,880:

Jonathan Weidenhamer, Economic Development Manager, presented this item. He stated this contract would help bring non-compliant short-term rentals into compliance. He reviewed the scope of work from this company and indicated the County was happy to have this service in order to receive the appropriate property taxes due from these secondary homeowners. He noted the staff report reflected a one-year contract, but he encouraged an optional extension for another year and asked Council to change the not to exceed amount to \$223,000.

Council Member Joyce asked how much of the data the service would keep and how much the City would keep. Weidenhamer stated the City would get a monthly report. Beth Bynan, Business License Specialist, stated the company was able to use the City's current system so it would integrate. Mayor Beerman asked how many short-term rental licenses were issued by the City, to which Bynan indicated 2,400 out of 3,500 rentals were licensed.

Mayor Beerman opened the meeting for public input. No comments were given. Mayor Beerman closed the public input portion of the meeting.

Mayor Beerman stated short-term rentals were out of control in resort communities in Colorado and residents were pushing back. He knew the City was limited in what it could do, but it was great for the City to have the data. Council Member Henney asked if the numbers were accurate, to which Weidenhamer affirmed. Council Member Joyce stated the City was getting the lodging taxes so any effort to get rentals licensed was good. Council Member Henney stated it was good to have people in compliance, but it didn't change the fact that the City had 3,500 short-term rental units. He felt this had a profound impact on the community.

Council Member Worel asked if 3,500 included everything advertised or just Airbnb and other prominent companies. Bynan indicated that number included everything. Council Member Doilney asked if corporations were buying single family homes as turning them into short-term rentals. Council Member Gerber stated the Chamber had a program to determine lodging and occupancy and asked if this new system could be used in

1 conjunction with the Chamber's system to determine Citywide occupancy. Bynan stated
2 information on how many people were actually in town would be useful information for
3 Transit and Police as well as knowing peak times for visitors. Weidenhamer indicated
4 these systems might not have sufficient information to make accurate estimates.

5
6 Mayor Beerman agreed with Council Member Henney that this was not the fix the City
7 was looking for, but he was hopeful data from the City could be taken to the legislature
8 and could be a valuable tool in getting nightly rental laws changed.

9
10 Council Member Joyce moved to authorize the City Manager to enter into a professional
11 services agreement with MUNIRevs INC. for short term rental inventory, compliance,
12 analytic services, and a business license administration portal in a form approved by the
13 City Attorney, not to exceed \$122,880, with the amendment that the one-year contract
14 could be extended for an optional second year for a total amount of \$223,000. Council
15 Member Doilney seconded the motion.

16 **RESULT: APPROVED**

17 **AYES:** Council Members Doilney, Gerber, Henney, Joyce, and Worel

18
19 **5. Consideration to Approve a Level Two Special Event, Beethoven Music Festival**
20 **at the McPolin Farm, in a Form Approved by the City Attorney:**

21 Minda Stockdale, McPolin Barn Manager, presented this item and indicated the event
22 would be each Thursday in August with a maximum of 50 ticketed attendees. The Park
23 City Chamber Music Society, a non-profit entity, was the applicant.

24
25 Council Member Gerber asked if this was considered one event or multiple events.
26 Stockdale stated each night would be counted as an event and would count toward the
27 12-day event maximum for barn events. Council Member Henney stated he was the
28 liaison for the Friends of the Farm and noted the dedication of the group.

29
30 Mayor Beerman opened the public hearing. No comments were given. Mayor Beerman
31 closed the public hearing.

32
33 Council Member Henney moved to approve a Level Two Special Event, Beethoven
34 Music Festival at the McPolin Farm, in a form approved by the City Attorney. Council
35 Member Gerber seconded the motion.

36 **RESULT: APPROVED**

37 **AYES:** Council Members Doilney, Gerber, Henney, Joyce, and Worel

38
39 **6. Consideration to Approve the Supplemental Plan and Level Five Special Event**
40 **Permit for the Park City Kimball Arts Festival in Accordance with Park City**

Municipal Code 4A and the City Services Agreement in a Form Approved by the City Attorney's Office:

Jenny Diersen, Special Events Manager, with Kimball Arts Center (KAC) John Stevenson, Operations Manager, and Hillary Gilson, Special Events and Artist Manager, presented this item. Diersen stated KAC staff had worked hard to bring the festival back safely. They requested banner installation on Kearns, which would add \$4,532 to their City service cost. Park City staff and KAC staff met to discuss and plan for Transit during the festival. Diersen felt confident the plans could be worked out. She noted the parking rates were 2019 rates and they would be evaluated.

Gilson discussed changes they had made in response to COVID-19, including a reduced number of artist booths, the elimination of the beer garden at Miners' Park, and the promotion of online ticket sales. She indicated Locals Night would be enhanced with a spirit garden.

Council Member Gerber asked if the PSSM reduced booth space was effective. Council Member Joyce stated it helped a little, but there were still crowds.

Mayor Beerman opened the public hearing.

John Greenfield asked if it would be possible to provide parking vouchers for businesses during the festival. He also thought spacing out the booths on Main Street would help. Diersen stated the booths were spread out and parking would be available for businesses and carpool passes for employees was offered.

Mayor Beerman closed the public hearing.

Council Member Joyce appreciated the event considering higher parking fees. He stated now that Transit was focused on the City limits, he hoped it would be pushed and would be available so people wouldn't be waiting to take the bus.

Council Member Doilney moved to approve the Supplemental Plan and Level Five Special Event Permit for the Park City Kimball Arts Festival in accordance with Park City Municipal Code 4A and the City Services Agreement in a form approved by the City Attorney's Office. Council Member Worel seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

7. Consideration to Accept a Donation of a Sculpture to the Public Art Collection Created by Lyman Whitaker for the Peterson Family in Memory of Abbey Peterson Cordery via an Art Agreement Approved by the City Attorney's Office:

Jenny Diersen, Special Events Manager, stated the Peterson family requested this art donation in honor of Abbey, who passed away from breast cancer. The donation would be placed at the library, and they hoped to install the sculpture before her celebration of life, which would take place in a couple weeks.

Mayor Beerman opened the meeting for public input. No comments were given. Mayor Beerman closed the public input portion of the meeting.

Council Member Gerber moved to accept a donation of a sculpture to the Public Art Collection created by Lyman Whitaker for the Peterson Family in memory of Abbey Peterson Cordery via an art agreement approved by the City Attorney's Office. Council Member Worel seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

8. Consideration to Approve a Facility License Agreement for Park City Film in a Form Approved by the City Attorney's Office:

Jenny Diersen, Special Events Manager, stated this item included a request for a six-year lease and to hold the lease rate at the current rate for the next two years. After 2023, the lease would return to the 3% annual rent increase. Diersen read a letter from Katie Wang stating she was grateful for the partnerships Park City Film had to enable them to offer independent, foreign, and documentary films to the public.

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

Council Member Worel moved to approve a Facility License Agreement for Park City Film in a form approved by the City Attorney's Office. Council Member Joyce seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

9. Consideration to Approve a Facility License Agreement for Park City Cooperative Preschool in a Form Approved by the City Attorney's Office:

Jenny Diersen, Special Events Manager, stated the Park City Cooperative Preschool (PCCP) had resided in the library since 1993. This was a six-year lease agreement. They requested a 2% annual rent increase to keep tuition down and to allow the school to increase employee pay. Diersen stated enrollment dropped during the pandemic, but it was increasing again.

Council Member Henney asked what the difference was between this request and the Park City Film rent request. Diersen stated the difference was Park City Film asked to hold the rate for two years and then go back to a 3% annual rent increase, while the Coop asked for a reduction from 3% to 2% annual rent increase. She indicated the requested amount was very similar with both entities.

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

Council Member Henney moved to approve a Facility License Agreement for Park City Cooperative Preschool in a form approved by the City Attorney's Office. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

10. Consideration to Approve a Two-Year Lease Agreement for Lucky One's Coffee in a Form Approved by the City Attorney's Office:

Jenny Diersen, Special Events Manager, requested that Lucky One's Coffee renew their lease for two years at \$0 rent. She noted this was a unique business that employed neuro-diverse employees and it created a great benefit to the community.

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

Mayor Beerman stated the radio asked why Lucky Ones got special treatment with no rent. He explained the City wanted the library to be the community living room and this was a great win-win situation. Council Member Doilney noted the pandemic stripped away caregivers to disabled individuals and he thought this was an element in helping people feel better, especially those who felt marginalized.

Council Member Doilney moved to approve a two-year lease agreement for Lucky One's Coffee in a form approved by the City Attorney's Office. Council Member Worel seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

VII) ADJOURNMENT

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder

Council Agenda Item Report

Meeting Date: July 15, 2021

Submitted by: Brooke Moss

Submitting Department: Human Resources

Item Type: Staff Report

Agenda Section:

Subject:

Request to Authorize the Mayor to Enter into an Employment Agreement with Margaret Plane in a Form
Approved by the City Attorney's Office

Suggested Action:

Attachments:

[City Attorney Appointment Staff Report](#)

[Exhibit A: City Attorney Employment Agreement](#)

City Council Staff Report



Subject: Appointment of City Attorney
Author: Brooke Moss Watters
Department: Human Resources
Date: July 15, 2021
Type of Item: Administrative—City Council Advice and Consent

Recommendation

Authorize the Mayor to appoint Margaret Plane as City Attorney under section 2-4-10 of the Municipal Code of Park City.

Background

Two years ago, the City Council approved [the Mayor's appointment](#) of Margaret Plane as Special Counsel. Plane's appointment contemplated that she and Mark Harrington, the City Attorney, would immediately split duties consistent with Park City's dynamic team leadership model. Plane's responsibilities include advising the Mayor, City Council, Boards and Commissions, and Staff. She also took on significant project and litigation management and a role with the Executive Team. At the Mayor's request, Harrington focused more on land use and Community Development, including staffing Planning Commission and Historic Preservation Board meetings. Both Plane and Harrington have active roles with the Utah League of Cities and Towns.

The Mayor now proposes, with Harrington's full support and encouragement, to appoint Plane as the City Attorney, succeeding Harrington after 22 successful years in the position. The City benefits from having both Harrington and Plane on board and fully engaged. Harrington has worked for Park City for 27 years and served as Park City Attorney under many mayors. Plane worked for Salt Lake City Corporation for 12 years before joining Park City; she served as Salt Lake City Attorney under two mayors. This organizational change is the result of careful long-term planning to benefit the Council and the City.

Analysis

The Mayor, with Harrington's support, recommends this change to accomplish several goals. First, it implements a concrete succession plan and allows the City Attorney's Office to evolve. The evolution started in 2019 when an Assistant City Attorney position was vacant. Harrington proposed that the City Council elevate the position and contract with a Special Counsel who had the skills and experience necessary to be a possible successor. The Mayor and Council embraced Harrington's recommendation, and he successfully recruited the capital city's chief legal officer who is now proposed to seamlessly transition into the City Attorney position. It is unusual for a municipality the size of Park City to have two attorneys, who have both served as chief legal officers and whose different expertise allow them to effectively advise clients together.

Second, it provides role clarity. Splitting the responsibilities has worked well over the last two years and, as contemplated, appointing Plane as City Attorney will clarify roles to the benefit of Council, Boards, Commissions, and staff who work with and rely on the Attorney's Office for legal advice. Finally, it allows strategic deployment of Harrington to support land use and Community Development matters, including a focus on the Land Management Code and the General Plan. Land use is a high-focus area that directly impacts community critical priorities.

Focusing Harrington's depth of expertise on this area allocates one of the City's best assets to those critical priorities.

City Code states that the Mayor, with the advice and consent of the City Council, shall establish the City Attorney's compensation. Plane has been offered the appointment of City Attorney, subject to Council's advice and consent and approval of the following terms:

1. Position: Plane will serve as City Attorney at the pleasure of the Mayor and Council, advising City Council, Officials, and Staff in official matters.
2. Performance Evaluations: As City Attorney, Plane will be reviewed in writing annually by the Mayor and City Council.
3. Compensation: Plane will be eligible for bonuses and salary adjustments within City policies. Annual salary at \$185,000, which is 10% below the top of the salary range. Consistent with Plane's current contract, she will receive a car allowance of \$400 per month. The compensation package includes reasonable professional dues, fees, and travel expenses. She will also be eligible for deferred compensation and retirement benefits available to all full-time regular employees and will continue to receive a 3% base salary contribution into a retirement account.
4. Leave: Consistent with Plane's current contract, she will continue to accrue vacation at the highest level of accrual permitted under City policy.
5. Benefits: disability; family health and dental insurance; recreation benefits; life insurance; and sick leave under the same terms as other regular full-time employees.
6. Term: Plane will serve at the pleasure of the Mayor and City Council. Consistent with the severance benefit provided to her as Special Counsel, she is eligible for six months of severance pay if the Mayor and Council dismiss her without cause.

Plane's contract position was converted to an FTE in a prior budget process and Harrington will fill that position as Senior Attorney.

Department Review

Human Resources, Legal Department

Attachments

Exhibit A: Employment Agreement

EMPLOYMENT AGREEMENT

City Attorney, Park City Municipal Corporation

Park City Municipal Corporation (Park City or City) and Margaret Plane (Plane) desire to enter into an agreement for the provision of services by Plane to Park City. Because Plane's position as City Attorney is at-will and serves at the pleasure of the Mayor and City Council, and because the arrangement between Plane and Park City includes benefits and incentives which differ from those provided by the Personnel Policies and Procedures which govern Park City's other employees, Park City and Plane (collectively, the Parties) desire to set forth the specifics of their relationship in the form of this Employment Agreement (Agreement).

In consideration of the mutual agreements and promises contained herein, the sufficiency of which is hereby acknowledged by both Parties, Park City and Plane agree as follows:

1. Scope of Duties. Plane will provide services to Park City in the capacity of City Attorney as defined in the Municipal Code of Park City (MCPC) § 2-4-10, as amended. Plane (City Attorney) will perform other legally permissible and proper duties and functions as the Mayor and City Council may from time to time assign, or as required by federal, state, or local law or regulation. City Attorney shall report to and be supervised by the City Council and the Mayor. The terms of City Attorney's employment with Park City will be governed by this Agreement. City Attorney is subject to the generally applicable terms of employment set forth in the Personnel Policies and Procedures Manual, as amended, except as specifically provided herein. City Attorney shall comply with and perform the applicable duties and responsibilities as required in this Agreement and in MCPC Title 3, Code of Ethics, as amended (Ethics Code). City Attorney shall devote her full business time and best efforts to the City and may not engage in outside legal employment except as approved by the Mayor, with the advice and consent of the Council.

2. Performance Evaluations

City Attorney will be subject to written performance evaluations as may be held from time to time at the discretion of the Mayor and City Council, but in any event at least once a year commencing within 60 days of the start of the annual evaluation cycle applicable to other employees. City Attorney will prepare a written self-evaluation, which will be delivered to the Mayor and City Council at least 14 days prior to the evaluation, unless otherwise specified by

the Mayor and the City Council. The self-evaluation will incorporate the City's critical priorities or goals from any prior reviews, roles and responsibilities, and any applicable performance standards from the Mayor and City Council. Upon completion of the evaluation, the Mayor and City Attorney shall prepare an evaluation summary which may include specific direction and expectations. City Attorney shall meet with the City Council, in Closed Session, at Council's request, to verbally discuss performance and seek feedback.

3. Compensation

A. Park City will compensate City Attorney at an annual base salary of \$185,000, payable in accordance with City's regular and customary payroll practices.

B. City Attorney will also be eligible for bonuses and salary increases, subject to the policies set forth in the Personnel Policies and Procedures Manual, as amended, and based on performance as indicated by performance reviews, in an amount to be determined by the Mayor and City Council. Such bonuses and salary increases shall not require a formal amendment of this employment agreement. All amounts payable to the City Attorney under this Agreement are subject to applicable federal and state payroll withholding taxes. Additionally, City Attorney's position will be eligible for review, on the same basis as other positions, if the City conducts a compensation review.

C. City Attorney will be paid a car allowance of \$400 per month during the term of this Agreement. She may receive mileage reimbursement, at the specified rate and pursuant to the City's mileage reimbursement policy, for eligible travel that exceeds 100 miles each way (200 miles round trip).

D. Because City Attorney lives within Park City's School District boundaries, she shall receive the same housing allowance received by regular full-time employees as provided in the Administrative Policies Manual, as amended.

E. Subject to annual budget approval by the City Council, such approval not to be unreasonably withheld, the City agrees to budget and pay for reasonable professional dues, fees, travel, and subsistence expenses to enable City Attorney to participate in national, regional, state and local associations, organizations and conferences, including UMAA, ABA, ULCT, and IMLA, as well as associated short courses, institutes and seminars for professional growth and development.

4. Leave

City Attorney will receive pay for holidays recognized by the City during the term of this

Agreement. City Attorney will be eligible for the City's annual floating holiday. City Attorney will accrue 16 hours per month or the highest tier provided by the Policy and Procedure Manual, whichever is greater, during the term of this Contract. City Attorney's leave accrual will be subject to the same changes applicable to regular full-time employees of similar seniority as provided in the Policy and Procedure Manual, as amended. Vacation use in excess of two consecutive weeks will require pre-approval by the Mayor, who will not unreasonably withhold such approval. Annual leave carry-over shall be subject to the rules applicable to the highest tier of regular full-time employees in the Policy and Procedure Manual, as amended.

5. Benefits

As an employee of Park City, City Attorney shall be entitled to disability; family health and dental insurance; recreation benefits; life insurance; and sick leave under the same terms as other regular full-time employees of Park City in the Policy and Procedure Manual, as amended. While acting within the scope of employment, City Attorney shall be covered by the liability insurance policies of Park City.

6. Retirement

City Attorney will be entitled to deferred compensation matching contributions and retirement benefits available to all other full-time employees of the City as detailed in the Policy and Procedure Manual, as amended. The City Attorney will also receive an additional 3% base salary retirement contribution to a 401k account, unless otherwise agreed by both parties.

7. Term

A. City Attorney shall serve at the pleasure of the Mayor and City Council. The Mayor, with the advice and consent of the Council, may terminate this Agreement and City Attorney's employment with or without cause at any time. In the event City Attorney is asked for her resignation or terminated without cause, City agrees to pay City Attorney a lump sum cash payment equal to six month's base salary as Separation Pay (Separation Pay). Payment of any Separation Pay to City Attorney under this Paragraph 7 or otherwise shall be contingent on City Attorney's execution of a separation agreement and release of all claims in a form acceptable to City. City Attorney shall also be compensated for all earned vacation or other leave accrued pursuant to City policies as of the date of termination, calculated at the base rate of pay in effect upon termination. City shall have no liability to City Attorney arising from such termination except as specifically set forth in this Agreement or required by law.

If City Attorney is terminated For Cause (For Cause), the City shall have no obligation to pay Separation Pay to City Attorney and shall be liable to City Attorney only for payment of

salary and benefits earned by City Attorney through the last day of employment.

The following circumstances constitute For Cause: (i) if, at the time of termination of employment, City Attorney been convicted, indicted, charged, or is under active criminal investigation concerning a public offense involving a felony or moral turpitude; this provision shall not restrict the award of full Separation Pay should City Attorney subsequently be found not guilty of such charge or if the charges are otherwise dismissed; (ii) material violation by City Attorney of any of her duties and responsibilities under this Agreement, State Law, or City Code; (iii) conduct in violation of the City's policy against unlawful harassment or discrimination; or (iv) violation of, or refusal to enter into, a Clear Agreement and High Performance Contract, or similar agreement at the City's discretion, with the City Council.

At her request, City Attorney shall be entitled to an informal hearing before the Mayor and City Council prior to such termination For Cause. Determination of dismissal For Cause shall be made in the sole discretion of the Mayor, with the advice and consent of the Council.

B. This Agreement may be terminated by City Attorney for any or no reason by providing the Mayor and Council one month's written notice unless the Mayor and Council agree to a shorter period.

C. In the event the Council at any time reduces the salary, compensation, or other benefits of City Attorney in a greater amount than an applicable, across the board reduction for all employees of City, or in the event the Council refuses to comply with any other compensation or benefit provision benefiting City Attorney herein, then City Attorney may, at her option, be deemed terminated and eligible for Separation Pay as provided herein. Nothing in this Agreement requires a future City Council to appropriate funds to fulfill this Agreement.

8. Severability

If any portion of this Agreement is found by a court of competent jurisdiction to be unenforceable, the remainder of the Agreement shall remain in full force and effect.

9. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding the Plane's employment and supersedes her previous Employment Agreement. This Agreement cannot be altered except by written instrument, signed by the Mayor and City Attorney.

* * *

* * *

DATED this ____ day of July, 2021.

PARK CITY MUNICIPAL CORPORATION

By: Andy Beerman, Mayor

Attest:

City Recorder

Approved As To Form:

City Attorney's Office

Margaret D. Plane

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of July, 2021, before me, _____, the undersigned notary public, personally appeared Margaret Plane, personally known to me/proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same.

Notary Public

Council Agenda Item Report

Meeting Date: July 15, 2021

Submitted by: Rhoda Stauffer

Submitting Department: Information Technology

Item Type: Staff Report

Agenda Section:

Subject:

Request to Authorize the City Manager to Enter into a Contract, in a Form Approved by the City Attorney, with Rock Solid Technology, Inc. for Hosted Application Services for Five Years, at a Total Cost of \$77,812.50, for a Customer Relationship Management Platform

Suggested Action:

Attachments:

[Hosted Application Services Staff Report](#)

[Exhibit A: Rock Solid Contract and Scope of Work](#)

City Council Staff Report

Subject: Housing Application Customer Relationship Management
Author: Spencer Lace, GIS Admin; Rhoda Stauffer, Affordable Housing Program Mgr; Scott Robertson, IT Director
Department: Housing & IT
Date: July 15, 2021
Type of Item: Administrative

Recommendation

Authorize the City Manager to enter into a contract, in a form approved by the City Attorney with Rock Solid Technology, Inc. for hosted application services for 60 months, at a total cost of \$77,812.50, or \$15,562.50 per year for a Customer Relationship Management (CRM) platform.

Background

The management of housing applications and the waitlist of eligible applicants has historically been handled by an outside contractor. The current application in use is cumbersome and limited in its functionality. The process for updating pre-applications and the documents necessary for full applications has been an arduous manual process, requiring users to update information in-person or through paper submissions and use of Excel spreadsheets. This is a time-consuming process for multiple staff and the outside contractor.

The Housing Program isn't the only City department needing CRM online capabilities. Other city departments have requested that IT look into more effective Customer Relationship Management (CRM) platforms. In the process of evaluating options for the Housing team, IT incorporated the expected CRM needs of other departments as well. The Housing Program will be the first module built. IT plans on working with Rock Solid to meet the CRM needs of other departments as well. The CRM vendors were evaluated by Housing, IT and the Technical Advisory Committee (TAC) to the IT Team in order to consider cost, performance, and long-term needs.

Analysis

A review of current software applications was conducted to ensure no duplication within our existing platforms.

Staff requested proposals from three CRM-specific vendors who are approved by the State. Primary goals for the successful vendor are:

- a low-cost provider that does not require a lot of programming, but also allows customization, and is enduring in life cycle;
- online tools that will put our customer first, and be user friendly; and

- ability to build an improved customer database that integrates with our other enterprise systems, such as Tyler, ArcGIS, Cityworks, and LaserFiche.

[Rock Solid](#) was selected based on these goals and their ability for rapid development and customization. They have demonstrated quick and efficient ability to design responsive applications on their CRM platform which can also be tailored for other City departments. Rock Solid has a proven track record in local government.

Conclusion

The platform will allow applicants to create accounts and continue to update information via secure web interface. The Housing Team will have enhanced administrative controls to communicate and ensure policy adherence for waitlist management, annual compliance review and oversight of re-sales.

The outside contractors involved in the housing application process to date (Mountainlands Community Housing Trust and Lotus CDC) are excited about the new platform and will be involved in end product development with the future goal of streamlining a regional housing application process.

Funding

The project cost is funded and budgeted in the IT budget of the General Fund. The payments are \$15,562.50 annually for a five year term.

Department Review

This report has been reviewed by IT, Housing, TAC, Legal, and the City Manager

Exhibit A: Proposed Contract including Scope of Work

**PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT –
CYBER (MINOR)**

This Service Provider/Professional Services Agreement – Cyber- Minor (the “Agreement”) is made and entered into as of this 1st day of July, 2021, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, (“City”), and Rock Solid Technology, Inc., an S Corporation, (“Service Provider”), collectively, the City and the Service Provider are referred to as (the “Parties”).

WITNESSETH:

WHEREAS, the City desires to have certain services and tasks performed as set forth below requiring specialized skills and other supportive capabilities;

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

WHEREAS, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

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

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the “Scope of Services” attached hereto as “Exhibit A” and incorporated herein (the “Project”). The total fee for the Project shall not exceed **Fifteen Thousand Dollars, Five Hundred and Sixty Two Dollars and Fifty Cents (\$15,562.50)** annually.

Service Provider shall abide by the requirements in Exhibit “B “Technology Support, Infrastructure & Security” which is attached hereto and incorporated herein.

The City has designated Spencer Lace, or his/her designee as City’s Representative, who shall have authority to act on the City’s behalf with respect to this Agreement consistent with the budget contract policy.

2. TERM.

No work shall occur prior to the issuance of a Notice to Proceed which cannot occur until execution of this Agreement, which execution date shall be commencement of the term and the term shall terminate on June 30, 2026, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

- A. Payments for services provided hereunder shall be paid annually in advance.
- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.
- C. For all “extra” work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as “Exhibit C,” or if none is attached, as subsequently agreed to by both Parties in writing.
- D. The Service Provider shall submit to the City Manager or her designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.
- F. Service Provider acknowledges that the continuation of this Agreement after the end of the City’s fiscal year is specifically subject to the City Council’s approval of the annual budget, and City will make a good faith effort to procure such funding during the Term of this Agreement.

4. RECORDS AND INSPECTIONS.

- A. The Service Provider shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not limited to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement.
- B. The Service Provider shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

- C. The Service Provider shall, at such times and in such form as the City may require, make available for examination by the City, its authorized representatives, the State Auditor, or other governmental officials authorized by law to monitor this Agreement all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The Service Provider shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider's activities, which relate directly or indirectly to this Agreement.
- D. The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated, 1953, as amended and Park City Municipal Code Title 5 ("GRAMA"). All materials submitted by Service Provider pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure rests solely with Service Provider. Any materials for which Service Provider claims a privilege from disclosure based on business confidentiality shall be submitted marked as "confidential - business confidentiality" and accompanied by a concise statement from Service Provider of reasons supporting its claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. The City will make reasonable efforts to notify Service Provider of any requests made for disclosure of documents submitted under a claim of confidentiality. Service Provider specifically waives any claims against the City related to any disclosure of materials pursuant to GRAMA.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

- A. The Parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.
- B. In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and direct the

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

The City may at its sole discretion require the Service Provider to remove an employee(s), agent(s), or representative(s) from employment on this Project. The Service Provider may, however, employ that (those) individuals(s) on other non-City related projects.

7. HOLD HARMLESS INDEMNIFICATION.

- A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's negligent performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the Parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.
- B. Service Provider does hereby remise, release, forever discharge and covenant not to sue Park City Municipal Corporation, its agents, servants, employees, officers, successors and assigns, and/or heirs, executors and administrators, and also any and all other persons, associations and corporations, whether herein named or referred to or not, and who, together with the above named, may be jointly and severally liable to the Service Provider, of and from any and all, and all manner of, actions and causes of

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

action, rights, suits, covenants, contracts, agreements, judgments, claims and demands whatsoever in law or equity, including claims for contribution, arising from and by reason of any and all KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN bodily and personal injuries or death, damage to property, and the consequences thereof, which heretofore have been, and which hereafter may be sustained by the Service Provider or by any and all other persons, associations and corporations, whether herein named or referred to or not, from all liability arising out of, in connection with, or incident to the execution of this Agreement

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

8. INSURANCE.

The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees, or subcontractors as follows:

- A. Workers Compensation insurance and Employers Liability coverage with Workers Compensation limits complying with statutory requirements, and Employer's Liability Insurance limits of at least One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) for bodily injury by accident, and One Million Dollars (\$1,000,000) each employee for injury by disease.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Park City Municipal Corporation for all work performed by the Service Provider, its employees, agents and subcontractors.

Service Provider shall submit with the signed Provider Service Agreement a certificate of insurance evidencing this coverage to the City.

- B. Auto liability insurance with limits as required by statutory law.
- C. Professional Liability (Errors and Omissions) insurance (if applicable) with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. Service Provider agrees to continue to procure and maintain professional liability insurance coverage meeting these requirements for the applicable period of statutory limitation of claims (or statute of repose, if applicable) after the project completion or termination of this Agreement.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

If written on a claims-made basis, the Service Provider warrants that the retroactive date applicable to coverage precedes the effective date of this agreement; and that continuous coverage will be maintained for an extended reporting period endorsement (tail coverage) will be purchased for a period of at least three (3) years beginning from the time that work under this agreement is complete.

- D. Data Breach and Privacy / Cyber Liability Insurance including coverage for failure to protect confidential information and failure of the security of the Service Provider's computer systems or the City's systems due to the actions of the Service Provider which results in unauthorized access to the City's data. The limit applicable to this policy shall be no less than Five Million Dollars (\$5,000,000) per occurrence, and must apply to incidents related to the Cyber Theft of the City's property, including but not limited to money and securities.
- E. Technology Errors and Omissions Insurance with a limit of no less than Five Million Dollars (\$5,000,000) for damages arising from computer related services including but not limited to the following:
- Consulting;
 - Data Processing;
 - Programming;
 - System Integration;
 - Hardware or Software Development;
 - Installation;
 - Distribution or Maintenance;
 - Systems Analysis Or Design;
 - Training; and
 - Staffing or Other Support Services.

The policy shall include coverage for third party fidelity including cyber theft. It is acceptable that the Data Breach and Privacy / Cyber Liability Insurance and Technology Errors and Omissions insurance be provided on the same policy. All policies must include a waiver of subrogation in favor of the City.

- F. Should any of the above described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the City within thirty (30) days of cancellation. The City reserves the right to request certified copies of any required policies.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

- G. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- H. For any claims related to this Service Provider/Professional Services Agreement, the Service Provider's insurance coverage shall be primary insurance coverage with respect to Park City Municipal Corporation, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Park City Municipal Corporation, its officers, officials, employees, or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.

9. COMPLIANCE WITH LAWS AND WARRANTIES.

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- B. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.
- C. If this Agreement is entered into for the physical performance of services within Utah the Service Provider shall register and participate in E-Verify, or an equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or an equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code § 63G-12-302.
- D. Service Provider shall be solely responsible to the City for the quality of all services performed by its employees or sub-contractors under this Agreement. Service Provider hereby warrants that the services performed by its employees or sub-contractors will be performed substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions.

10. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, Service Provider will not discriminate against any qualified person in matters of compensation and other terms, privileges, and conditions of employment because of: race, color, religion, sex (including pregnancy, childbirth, pregnancy-

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions. Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, State and federal laws prohibiting discrimination in employment.

- C. Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

11. ASSIGNMENTS/SUBCONTRACTING.

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, which consent will not be unreasonably withheld or delayed, except that either party may assign this Agreement to an Affiliate or a successor, or in connection with the sale of all of the assets or business to which this Agreement relates. and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment. Any assignment made without the prior express written consent of the City, as required by this paragraph, shall be deemed null and void.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.
- D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

used E-Verify, or an equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code § 63G-12-302.

12. CHANGES.

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

13. PROHIBITED INTEREST, NO THIRD PARTY RIGHTS AND NO GRATUITY TO CITY EMPLOYEES.

- A. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- B. Nothing herein is intended to confer rights of any kind in any third party.
- C. No City employee who has procurement decision making authority and is engaged in the procurement process, or the process of administering a contract may knowingly receive anything of value including but not limited to gifts, meals, lodging or travel from anyone that is seeking or has a contract with the City.

14. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

- A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.
- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an "extra" pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.
- C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

15. TERMINATION.

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days' written notice to the other party. Except for the Termination clauses outlined in Section 5 of Exhibit D, City may not cancel nor terminate any portion of this Project for the Term of this Agreement. If the Service Provider has any property in its possession belonging to the City,

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

the Service Provider will account for the same, and dispose of it in a manner directed by the City.

- B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within thirty (30) days' written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

16. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the Parties below. Notice is effective upon the date it was sent, except that a notice of termination pursuant to Paragraph 16 is effective upon receipt. All reference to "days" in this Agreement shall mean calendar days.

17. ATTORNEYS FEES AND COSTS.

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

18. JURISDICTION AND VENUE.

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

19. SEVERABILITY AND NON-WAIVER.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.
- C. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

20. ENTIRE AGREEMENT.

The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both Parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both Parties recognize time is of the essence in the performance of the provisions of this Agreement.

21. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

22. ELECTRONIC SIGNATURES.

Each party agrees that the signatures of the parties included in this Agreement, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic signature through an electronic signature system such as DocuSign, are intended to authenticate this writing and to create a legal and enforceable agreement between the parties hereto.

**PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

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

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

Matt Dias, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

**PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

ROCK SOLID TECHNOLOGY, INC.

Address: 912 Capital of Texas Hwy South

Address: Suite 180

City, State, Zip: Austin, Texas 78746

Tax ID#: 74-2729017_____

Signature

_Tom Spengler_____
Printed name

_CEO_____
Title

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

**PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

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

Notary Public

I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the _30 day of June _____, 2021, at __Maricopa County, Arizona_____ (insert State and County here).

Printed name __Tom Spengler _____

Signature: _____

EXHIBIT “A”

SCOPE OF SERVICES

A citizen-centric, civic engagement platform developed to improve interactions. Automate workflow via:

- Streamline repetitive tasks through powerful, automated system workflow,
- Gain control over information shared across departments,
- Create dashboards that combine transparency and visibility with a centralized repository of information, and
- Gain the ability to measure impact with tracking and analytic tools.

Specific outcomes sought by the Housing Team:

1. A pre-application and full application upload system – would require a form plus upload function for multiple documents. – Go Live by December 31, 2021
2. The ability to provide access to applicants so they can update their information as circumstances may change (income, family size, net worth, etc). – Go Live by March 31, 2022
3. The ability to manage a waitlist that organizes the applications and ranking. Go Live by March 31, 2022
4. Generate an annual compliance review notice and receive and categorize responses from all owners of deed restricted property. Go Live by June 30, 2022
5. Maintenance of information about Deed Restricted (affordable) properties in the City’s portfolio. Go Live by June 30, 2022
6. Manage information on all Development Agreements that have housing obligations associated with them. Go Live by June 30, 2022

EXHIBIT “B”
Technology Support, Infrastructure & Security

1. Definitions

“City Data” / “information” is any data provided, shared, created or managed by the City.

“Service Provider” Is the contract holder that manages employees, contractors or affiliates having access to Park City Municipal Corporation infrastructure or data for specific defined purpose.

“Process, Processed, or Processing” means any operation or set of operations performed upon City Data, whether or not by automatic means, such as creating, collecting, procuring, obtaining, accessing, recording, organizing, storing, adapting, altering, retrieving, consulting, using, disclosing or destroying the data.

“Data Masking” The process of modifying records to conceal City Data, especially when such records are copied from a production environment to a non-production environment.

“The Information Technology Department” is responsible for the administration of this policy. If you have any questions regarding this policy, please contact the Information Technology Department 435-615-5123, 5123@parkcity.org.

“Service Provider’s Third Party Security Auditor” is defined as a third party organization which provides security audits of Service Provider’s Information Processing Systems.

“Provider” is defined as any company supplying a service for Service Provider’s Information Processing System (such as a Data Center, Managed Service, or Data Circuit).

“Security Breach” is defined as an unauthorized access to Service Provider’s software or Data Center facilities, Information Processing Systems or networks used to service, store, or access City Data.

“Sensitive Information” is defined as any Personally Identifiable Information or any information not publicly available (i.e. – clients, passwords, financial information, employee information, schedules, technology infrastructure, closed reports, draft notes, etc.).

“Written Request of the City” is defined as a request received by Service Provider by a City on official letter head signed by an officer of the City.

2. Information Classification

Classification is used to promote proper controls for safeguarding the confidentiality of information. Regardless of classification the integrity and accuracy of all classifications of information must be protected. The classification assigned and the related controls applied are dependent on the sensitivity of the information. Information must be classified according to the most sensitive detail it includes. Information recorded in several formats (e.g., source document, electronic record, report) must have the same classification regardless of format. The following levels are to be used when classifying information:

3. Internal Information

Internal Information is intended for unrestricted use within PCMC, and in some cases within affiliated organizations such as Service Provider business partners for non-sales

purposes. This type of information is already widely-distributed within PCMC, or it could be so distributed within the organization without advance permission from the information owner. Examples of Internal Information may include: personnel directories, internal policies and procedures, most internal electronic mail messages.

Any information not explicitly classified as Sensitive Information, PII or Public will, by default, be classified as Internal Information.

Unauthorized disclosure of this information is not permitted.

4. Public Information

Public Information has been specifically approved for public release by a designated authority within each entity of Service Provider. Examples of Public Information may include material posted to approved public internet web pages.

This information may be disclosed outside of Service Provider.

5. Security Policy

Formal Security Policy. Consistent with the requirement of this Document, Service Provider will create and provide to City an information security policy that is approved by Service Provider's management, published and communicated and agreed to be adhered to by all Service Provider's employees, contractors and affiliates.

Security Policy Review. Service Provider will review the information security policy at planned intervals or if significant changes occur to ensure its continuing suitability, adequacy, and effectiveness and may revise such policy, from time to time. Changes resulting in a lower standard of security or service must be agreed to by PCMC prior to adoption.

6. Asset Management.

Acceptable Use. Service Provider will implement policies and procedures for the acceptable use of information and assets which is no less restrictive than industry best practice for the classification of such Information and consistent with the requirements of this Document.

Equipment Use While on City Premises. While on City's premises, Service Provider will not connect hardware (physically or via a wireless connection) to City internal systems or networks unless necessary for Service Provider to perform Processing under this Document. This hardware is subject to be inspected and, or, scanned by PCMC IT Department directly or by automated means before use.

Personally-owned Equipment: Sensitive Information, with the exception of Business Contact Information, may not be stored on any employee owned equipment.

7. Human Resources Security

Removal of Access Rights. The access rights of all Service Provider employees to Service Provider Information Processing Systems or media containing Sensitive Information will be removed immediately upon termination of their employment, contract or agreement, or adjusted upon change.

8. Physical and Environmental Security.

Secure Areas. Service Provider will secure all areas, including loading docks, holding areas,

telecommunications areas, cabling areas and off-site areas that contain Information Processing Systems or media containing information by the use of appropriate security controls in order to ensure that only authorized personnel are allowed access and to prevent damage and interference. The following controls will be implemented:

Visitors to secure areas will be supervised.

9. Geographic Data Centers

Service Provider's data centers are geographically distributed and employ a variety of physical security measures. The technology and security mechanisms used in these facilities may vary depending on local conditions such as building location and regional risks. The standard physical security controls implemented at each Service Provider data center include the following: custom designed electronic card access control systems, alarm systems, interior and exterior cameras, and security guards. Access to areas where systems, or system components, are installed or stored are segregated from general office and public areas such as lobbies. The areas are centrally monitored for suspicious activity, and the facilities are routinely patrolled by security guards.

10. Environmental Security

Service Provider will protect equipment from power failures and other disruptions caused by failures in supporting utilities. To minimize service interruption due to hardware failure, natural disaster, or other catastrophe, Service Provider implements a disaster recovery program at all of its data centers. This program includes multiple components to minimize the risk of any single point of failure.

11. Role Based Access

Service Provider restricts access to its data centers based on role, not position. As a result, most senior executives at Service Provider do not have access to Service Provider data centers

12. Communications and Operations Management.

Protections Against Malicious Code. Service Provider will implement detection, prevention, and recovery controls to protect against malicious software, which is no less than current industry best practice and perform appropriate employee training on the prevention and detection of malicious software.

Back-ups. Service Provider will perform appropriate back-ups of Service Provider Information Processing Systems and media containing City Data every business day with end-of-month copy stored for 1-year in order ensuring services and service levels described in this Document. Service Provider maintains a plan for responding to a system emergency or other occurrence (for example, fire, vandalism, system failure and natural disaster) that damages systems that contain Sensitive Information and Internal Information.

Media Handling. Service Provider will protect against unauthorized access or misuse of City Data contained on media.

Media and Information Disposal. Service Provider will securely and safely dispose of media containing Sensitive Information:

Maintaining a secured disposal log that provides an audit trail of disposal activities.

13. Exchange of Information

To protect confidentiality and integrity of Sensitive Information in transit, Service Provider will:

Perform an inventory, analysis, and risk assessment of all data exchange channels (including, but not limited to , SFTP, HTTP, HTTPS, SMTP, modem and fax) to identify and mitigate risks to Sensitive Information from these channels.

Monitor and inspect all data exchange channels to detect unauthorized information releases.

Ensure that appropriate security controls using approved data exchange channels are employed when exchanging Sensitive Information.

14. Monitoring

To protect against unauthorized access or misuse of Sensitive Information residing on Service Provider Information Processing Systems, Service Provider will:

Employ current industry best practice security controls and tools to monitor Information Processing Systems and log user activities, exceptions, unauthorized information processing activities, suspicious activities and information security events. Logging facilities and log information will be protected against tampering and unauthorized access. Logs will be kept for at least 180 days.

Perform frequent reviews of logs and take necessary actions to protect against unauthorized access and implement policy and infrastructure as needed.

At Written Request of the City, make logs available to City to assist in investigations.

Ensure that the time clocks of all relevant Information Processing Systems are synchronized using a national or international time source.

Ensure common configuration and patch management information is maintained.

Based on the periodic assessment, measures will be implemented that reduce the impact of the threats by reducing the amount and scope of the vulnerabilities.

15. Access Control

User Access Management. To protect against unauthorized access or misuse of Sensitive Information a formal user registration and de-registration procedure for granting and revoking access and access rights to all Service Provider Information Processing Systems.

Employ a formal password management process using authentication and authorization controls that are designed to protect against unauthorized access.

Perform recurring reviews of Service Provider employees' access and access rights to ensure that they are appropriate for the users' role.

16. User Responsibilities

To protect against unauthorized access or misuse of Sensitive Information residing on Service Provider Information Processing Systems, Service Provider will:

Ensure that Service Provider Information Processing Systems users follow current security practices in the selection and use of sufficiently strong passwords.

Ensure that unattended equipment has appropriate protection to prohibit access and use by unauthorized individuals.

Ensure that Sensitive Information contained at employee workstations, including but not limited to paper and media display screens, is protected from unauthorized access and/or utilizes Data Masking.

17. Network Access Control

Access to internal, external and public network services that allow access to Service Provider Information Processing Systems shall be controlled. Service Provider will:

Ensure that current industry best practice standard authentication mechanisms for network users and equipment are in place and updated as necessary.

Ensure electronic perimeter controls are in place to protect Service Provider Information Processing Systems from unauthorized access.

Ensure sufficient authentication methods are used to control access by remote users.

Ensure physical and logical access to diagnostic and configuration ports is controlled.

18. Operating System Access Control

To protect against unauthorized access or misuse of Sensitive Information residing on Service Provider Information Processing Systems, Service Provider will:

Ensure that access to operating systems is controlled by a secure log-on procedure and limited to role based necessity.

Ensure that Service Provider Information Processing System users have a unique identifier (user ID). This account is used to identify each person's activity on Service Provider's Information Processing Systems network, including any access to employee or City data.

Ensure that the use of utility programs that are capable of overriding system and application controls are highly restricted and tightly controlled, with access limited to those employees whose specific job function requires such access.

Ensure that inactive sessions are automatically terminated when technically possible after a defined period of inactivity.

Employ idle time-based restrictions on connection times when technically possible to provide additional security for high risk applications.

Ensure that current industry best practice standard authentication mechanisms for wireless network users and equipment are in place and updated as necessary.

Ensure authentication methods are used to control access by remote users, with unique User Identifiers.

19. Information Systems Acquisition, Development and Maintenance

Security of System Files. To protect City Information Processing Systems and system files containing information, Service Provider will ensure that access to source code is restricted to authorized users whose specific job function necessitates such access.

Security in Development and Support Processes. To protect City information Processing Systems and system files containing Sensitive Information, Service Provider will:

Employ industry best practice security controls to minimize information dissemination.

Employ oversight quality controls and security management of outsourced software development.

Employ regular code reviews covering security vulnerabilities, including but not limited to buffer overflow, SQL injection, input validation, and commonly used vector attacks.

20. Information Security Incident Management

Reporting Information Security Events and Weaknesses. To protect City Information Processing Systems and system files containing information, Service Provider will:

Implement a process to ensure that Information Security Events and Security Breaches are reported through appropriate management channels as quickly as possible.

Train all employees, contractors, users of information systems and services regarding the report of any observed or suspected Information Security Events and Security Breaches.

Notify City by email or phone as soon as possible of all Information Security Events and Security Breaches. Following any such event or breach, Service Provider will promptly notify City whether or not Sensitive Information was compromised or released to unauthorized parties, the data affected and/or the details of the event or breach.

21. Business Continuity Management

Business Continuity Management Program. To ensure services and service levels described in this Document, Service Provider will:

Develop and maintain a process for business continuity throughout the organization that addresses the information security requirements needed for Service Provider's and its Providers' business continuity so that the provision of products and/or services provided is uninterrupted.

Maintain efforts to identify events that may cause interruptions to business processes, along with the probability and impact of such interruptions and the consequences for information security.

Develop and implement plans to maintain or restore operations and ensure availability of information at the required level and in the required time scales following interruption to, or failure of, critical business processes and provide City a copy of the same upon Written Request of the City.

Disaster Recovery. Service Provider has appropriate and reasonable disaster recovery measures in place designed to prevent any interruptions in Service to the City. Service Provider has established disaster contingency plans governing processes following a breach incident, which in particular address the following issues: (i) safety of personnel and third parties, (ii) losses of communications capability (e.g., voice, fax, data), (iii) loss of computer processing capabilities, and (iv) loss of access to physical office facilities.

22. Security Assessments

Initial and Recurring Security Assessments. Service Provider's Third-Party Security Auditor shall perform weekly static scans, monthly dynamic scans, and annual penetration testing. The results of these audits are available to Service Provider and the City with execution a Confidentiality Agreement with Service Provider.

EXHIBIT “C”

PAYMENT SCHEDULE FOR “EXTRA” WORK

EXHIBIT “D”

ROCK SOLID TECHNOLOGY, INC. MASTER CUSTOMER AGREEMENT

MASTER CUSTOMER AGREEMENT

This Master Customer Agreement (this “**Agreement**”) is made and entered into between Rock Solid Technology, Inc. (“**Company**”) and city of Park City, Utah (“**Customer**”) and is effective as of July 1, 2021 (“**Effective Date**”). Each of Company and Customer is a “**Party**” and together, the “**Parties**.”

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, EXECUTING AN ORDER FORM OR OTHER DOCUMENT THAT REFERENCES THIS AGREEMENT, USING (OR MAKING ANY PAYMENT FOR) ANY PRODUCTS (DEFINED BELOW), ENGAGING COMPANY TO PROVIDE PROFESSIONAL SERVICES, OR OTHERWISE AFFIRMATIVELY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT, YOU: (A) AGREE TO THIS AGREEMENT ON BEHALF OF THE ORGANIZATION, COMPANY, OR OTHER LEGAL ENTITY FOR WHICH YOU ACT; AND (B) REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND CUSTOMER AND ITS AFFILIATES TO THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE ANY PRODUCT OR RECEIVE ANY PROFESSIONAL SERVICES.

DEFINITIONS

“Addendum” means a reference in an Order Form to one or more additional documents that contain terms relevant to a particular Product or Professional Services.

“Affiliate” means any entity which is directly or indirectly controlling, controlled by, or under common control with a party to this Agreement.

“APIs” means the application programming interface provided by Company.

“Authorized Users” means employees, contractors, and agents of Customer who are registered by Customer to use the Products

“Customer Data” means any data or information that Customer or any of its Authorized Users uploads or inputs into a Product or otherwise makes available to Company in connection with Customer’s use of a Product or receipt of Professional Services

“Deliverables” means any work product or other materials created by Company in connection with its performance of Professional Services

“Documentation” means Company-provided user manuals, help files, specification sheets, or other documentation, in whatever form, relating to a Product.

“Hosted Services” means the provision of Software as a service as set forth on an Order Form which is hosted by Company or its hosting providers and which is accessed by Customer via the internet.

“Order Form” means a written order executed by the parties which defines the respective order parameters and information, such as, modules purchased, term and associated fees.

“Product” means the APIs, Software, Hosted Services, and Deliverables.

Professional Services” means implementation, installation, configuration, customization, or other professional services expressly identified on an Order Form (which may be in the form of a SOW).

“Software” means a Company provided license to downloadable software including any mobile applications and downloadable add-ins to other Products).

“SOW” (Statement of Work) means a written order

executed by the parties which identifies the Professional Services ordered by Customer, including the description, and associated fees.

“Third Party Products” means third-party software or other products (e.g., cloud hosting instances or data analysis tools) that Company provides to Customer or that is otherwise identified in the Documentation as being required to use properly such Product

PRODUCT RIGHTS AND RESTRICTIONS

Products and Services; Order Forms. This Agreement sets forth the terms and conditions on which Company may make available to Customer the APIs, Software, Hosted Services, or Deliverables or provides the Professional Services, each as expressly identified in an Order Form.

Licenses

Hosted Services. If an Order Form indicates that Customer will receive access to Hosted Services, then Customer may access and use such Hosted Services solely (i) for the Term set forth in such Order Form, and (ii) in accordance with all applicable Documentation and the restrictions set forth in this Agreement.

API. If an Order Form indicates that Customer will receive access to an API, or if Company provides credentials to Customer that enable Customer to access an API with another Product, then Company hereby grants Customer a non-exclusive, non-transferable and non-sublicensable right and license under Company’s

rights in that API to access and use such API solely (i) for the Term set forth in such Order Form and (ii) in accordance with all applicable Documentation and the restrictions set forth in this Agreement. Without limiting the foregoing, Customer will comply with any volume or other usage-based restrictions described in an Order Form, Addendum, or Documentation.

Software. If an Order Form indicates that Customer will receive a license to Software, then Company hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable right and license under Company's rights in such Software to install and operate such Software in accordance with all applicable Documentation and the restrictions set forth in this Agreement (including the applicable Order Form). Such license will continue for the Term set forth in the applicable Order Form. Any Company-provided mobile applications acquired by Customer in connection with another Product licensed under this Agreement is deemed Software licensed to Customer pursuant to this Section.

Geographical Files. If an Order Form indicates that Customer will receive a license to Company's mobile app, promptly following the Effective Date, Customer shall provide to Company the geographic boundary file for the applicable covered area in the form of an ESRI shape files. Additionally, any geographic data including, but not limited to, municipal district boundaries, school board boundaries, shall be provided by the Customer at the Company's request if such data exists.

Additional Features. Customer acknowledges that not all of the features or functionality of a Product may be available at Customer's subscription level irrespective of whether such feature or functionality is described in the Documentation, and that access to such features or functionality may

require payment of additional fees or the purchase of additional licenses.

Evaluation Products. If an Order Form indicates that Customer will receive a Product for evaluation or proof-of-concept purposes, then Customer may use the Product only for the purpose of evaluating the functions and performance of the Product, solely for the designated time period for the evaluation or trial, and subject to any additional usage restrictions specified on the applicable Order Form. Customer acknowledges that evaluation or proof-of-concept versions of the Products may be automatically disabled upon expiration of the designated trial period (at the end of which Customer's right to use the Product under the applicable Order Form also expires), and that any data stored in such Products may become unavailable at that time.

Authorized Users. Company will ensure that its Authorized Users comply with all of Customer's obligations under this Agreement. Customer is strictly responsible for all acts and omissions of Authorized Users as though they were those of Customer. Customer will prevent any unauthorized use of, or access to, the Products and Documentation and will immediately notify Company in writing of any unauthorized use or access of which Customer becomes aware. Customer will immediately terminate any unauthorized use by persons having access to a Product or Documentation through Customer.

Use Restrictions. Except as otherwise explicitly provided in this Agreement or as may be expressly permitted by applicable law, Customer will not, and will not permit or authorize third parties to: 22. rent, lease, or

otherwise permit third parties (or other persons not authorized by this Agreement) to use a Product or the Documentation; 23. use a Product to provide services to third parties (e.g., as a service bureau); 24. use a Product for any benchmarking activity or in connection with the development of a competitive product; 25. circumvent or disable any security or other technological features or measures of a Product or use the product in a manner that Company reasonably believes poses a threat to the security of Company-controlled computer systems; 26. modify, translate, reverse engineer, decompile, disassemble, or otherwise derive the source code or the underlying ideas, algorithms, structure, or organization from a Product (except to the extent that applicable law prevents the prohibition of such activities); 27. use or access any Product in a manner that materially impacts or burdens Company or Company's servers and other computer systems, or that interferes with Company's ability to make available any Product to any third party; or 28. use a Product in violation of Company's then-current published acceptable use policy applicable to that Product.

Documentation. *To the extent that a Product is accompanied by any Documentation, Company hereby grants to Customer a non-exclusive, non-transferable, non-sub licensable right and license under Company's rights in the Documentation to use such Documentation solely to enable Customer to exercise its rights under the applicable license to or grant of access and usage rights for such Product.*

Third-Party Products. *To the extent that a Product includes or is accompanied Third-Party Products, the Third-Party Products and their use by Customer are subject to all license and other terms that accompany such Third-Party Products. The capabilities of any included integration with Third-Party Products is outlined in Addendum A, Integration Feature Matrix. Without limiting the foregoing, if Company enables Customer to access a hosted environment offered by a third-party cloud or platform service provider, then Customer must agree to the applicable service provider's terms and conditions prior to accessing such hosted environment, and Customer will comply at all times with such terms and conditions.*

Ownership; Data. *As between Company and Customer, Customer retains all right, title, and interest, including all intellectual property rights, in and to Customer Data. Customer hereby grants Company a non-exclusive, worldwide, royalty-free, license to use, process, transmit, store, and disclose the Customer Data (including personal data): (a) during the Term, for the purpose of exercising Company's rights and performing its obligations under this Agreement and (b) in perpetuity, in a form that does not identify Customer as the source thereof, for developing and improving Company's and its Affiliates' products and services, industry analysis, benchmarking, analytics, marketing, and other business purposes. As between the Parties, Company owns all right, title, and interest, including all intellectual property rights, in and to the Products, Documentation, Deliverables, and any improvements to any Company products or services made as a result of Company's use,*

processing, or generation of Customer Data. During the Term, Customer may request that Company make available to Customer a copy of Customer Data stored in certain Products, and Company may agree to do so for an additional fee.

Customer Data. Customer is responsible for all Customer Data that Customer or its Authorized Users provide in connection with the Products and Professional Services. Customer is solely responsible for complying with: (a) all privacy and data protection laws and regulations applicable to the Customer Data and (b) Customer's and its Authorized Users' use of the Products and Professional Services.

Feedback. If Customer provides any feedback to Company concerning the functionality and performance of a Product, any Documentation, or the Professional Services (including identifying potential errors and improvements), Customer hereby assigns to Company all right, title, and interest in and to the feedback, and Company is free to use the feedback without payment or restriction.

Audit. Customer will create and maintain complete and accurate records containing all information necessary to enable Company to verify Customer's compliance with this Agreement. During the Term and for a period of one year thereafter, Company will have the right, at its own expense, upon at least 5 calendar days' prior notice, to periodically inspect and audit Customer's use of the Product for purpose of determining Customer's compliance with the terms and conditions of this Agreement. Customer will cooperate with Company in the performance of any such audit, and will provide to

Company or a third party designated by Company such access to Customer's relevant records, data, information, personnel, computer systems and / or facilities as Company may reasonably request for such limited purposes. Company will bear the costs of any such audit unless such audit determines that Customer has violated the terms and conditions of this Agreement, in which case (a) Customer will reimburse Company for all expenses incurred in connection with the audit, (b) Customer will pay Company all fees that are applicable to Customer's unauthorized use (e.g., additional seat licenses to cover use in excess of Customer's previously purchased seat licenses), and (c) Company may immediately terminate this Agreement for cause, in addition to any and all remedies available to Company in law or equity. Additionally, to the extent possible, Company may, at its expense, automatically audit Customer's use of the Product, provided that any such audit shall not interfere with Customer's business activities.

PROFESSIONAL SERVICES

Provision of Professional Services. Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Professional Services. Company shall perform the Professional Services in a professional manner in accordance with industry standards.

Deliverables. Company retains all right, title, and interest, including all intellectual property rights, in and to any Deliverables. If Company provides any Deliverables to Customer pursuant to the applicable Order Form, Company hereby grants to Customer a non-exclusive, royalty-free, fully paid up,

worldwide license under Company's rights in the Deliverables to use and exploit such Deliverables in connection with the Products and Professional Services during the Term.

Modifications. Either party may propose a change order to add to, reduce or change the work order in the SOW. Each change order shall specify the change(s) to the Professional Services or Deliverables, and the effect on the time of performance and on the fees owed, due to the change. Once executed by both parties, a change order shall become a part of the SOW.

Personnel

Suitability. Company will assign employees and subcontractors with qualifications suitable for the work described in the relevant Order Form. Company may replace or change employees and subcontractors in its sole discretion with other suitably qualified employees or subcontractors.

Customer Responsibilities. Customer will make available in a timely manner at no charge to Company all technical data, computer facilities, programs, files, documentation, test data, sample output, or other information and resources of Customer required by Company for the performance of the Professional Services. Customer is responsible for, and assumes the risk of, any problems resulting from, the content, accuracy, completeness, and consistency of all such data, materials, and information. Customer will provide, at no charge to Company, office space, services, and equipment as Company reasonably requires to perform the Professional Services.

Non-solicitation. The employees and consultants of Company who perform the Professional Services are a valuable asset to Company and are difficult to replace. Accordingly, Customer agrees that, during the

Term of the Agreement, and for a period of one year after completion of the Professional Services under an Order Form, it shall not solicit for employment or engagement (whether as an employee, independent contractor or consultant) any Company employee or consultant who performed any of the Professional Services under that Order Form. Customer is not restricted from hiring any personnel that respond to public job advertisements or similar general solicitations.

FEES AND PAYMENT

Fees and Payment Terms. Customer will pay Company the fees and any other amounts owing under this Agreement as specified in the applicable Order Form and/or SOW. Unless otherwise specified in such Order Form or SOW, Customer will pay all undisputed amounts due within 30 days of the date of the applicable invoice. Any amount not paid within fifteen (15) days of the due date will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less. Additionally, in the event any amount is more than thirty (30) days overdue, Company may suspend its performance until it receives all amounts due. Customer will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by Company to collect any amount that is not paid when due. Amounts due from Customer under this Agreement may not be withheld or offset by Customer against amounts due to Customer for any reason. Customer may withhold payment of any fees that are the subject of a good faith dispute of which Customer has provided Company written notice within five (5) business days of invoice receipt; provided that all fees which are not

disputed shall be timely paid, and the disputed fees shall be paid within ten (10) days of resolution of the dispute

Taxes. Other than net income taxes imposed on Company, Customer will bear all taxes, duties, and other governmental charges (collectively, "Taxes") resulting from this Agreement. Customer will pay any additional Taxes as are necessary to ensure that the net amounts received by Company after all such Taxes are paid are equal to the amounts to which Company would have been entitled in accordance with this Agreement if such additional Taxes did not exist.

TERM AND TERMINATION

Term. The term of this Agreement will begin on the Effective Date and continue until expiration or termination of all Order Form's and/or SOW's (the "Term"). Each Order Form and SOW will have its own term as stated in such document.

Termination for Lack of Funding. To the extent that funding for a particular Order Form or SOW is derived from public funding and Customer has made a good faith effort to procure such funding, Customer shall have the ability at the end of any committed period to terminate the Order Form or SOW in the event that such funding is not received.

Termination for Material Breach. Either Party may terminate this Agreement or one or more Order Forms if the other Party does not cure its material breach of this Agreement or the applicable Order Form(s) within 30 days of receiving written notice of the material breach from the non-breaching Party.

Termination for Bankruptcy or Insolvency. Either Party may terminate this Agreement or one or more Order Forms if the other Party ceases to do business in the ordinary course or is insolvent (i.e., unable to pay its debts in the ordinary course as they come due), or is declared bankrupt, or is the subject of any liquidation or insolvency proceeding which is not dismissed within one hundred twenty (120) days, or makes any assignment for the benefit of creditors.

Post-Termination Obligations. Upon expiration or termination of this Agreement: (i) in the event of termination due solely to a breach by Company, then Company shall refund any prepaid fees for Products or Professional Services that would have been rendered after the date of termination; (ii) in the event of termination due solely to a breach by Customer, then Customer shall pay all fees through the date of termination, plus all fees through the remainder of the term of the applicable Order Form and/or SOW; (iii) all rights to use the Products immediately cease and provision of Professional Services immediately ends; (iv) within thirty (30) days, each party will return or destroy at the disclosing party's request the other party's Confidential Information.

Survival. Notwithstanding anything to the contrary herein, Sections 2 and 6-11 as well as any other provisions which by their terms or sense are intended to survive, will survive termination or expiration of this Agreement.

CONFIDENTIALITY

Definition. As used herein, "Confidential Information" means all confidential information disclosed by or otherwise obtained from a Party ("Disclosing Party") to or by the other Party ("Receiving Party"),

whether orally, visually, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. "Confidential Information" of a Disclosing Party includes such Disclosing Party's business and marketing plans, technology and technical information, product plans and designs, and business processes. Without limiting the foregoing, Company's "Confidential Information" includes each Product, all Documentation, all Company technical information, and all information concerning Product-related database structure information and schema. However, "Confidential Information" does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.

Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, the Receiving Party will (a) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (b) limit access to Confidential Information of the Disclosing Party to those of its

employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Notwithstanding the foregoing, Company is permitted to disclose Confidential Information of Customer on a need to know basis to employees, contractors, and agents of its Affiliates. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

WARRANTIES AND DISCLAIMER

Limited Company Warranties. Company hereby warrants, for the benefit of Customer only, that each Product will materially conform to the applicable Documentation, provided that this warranty will not apply to failures to conform to the applicable Documentation to the extent such failures arise, in whole or in part, from any modification of the applicable Product by Customer or any third party or any combination of the applicable Product with

APIs, software, hardware, or other technology not provided by Company under the applicable Order Form. If any defect or error covered by this warranty occurs, Customer will provide Company with sufficient detail to allow Company to reproduce the defect or error. If notified in writing by Customer, Company will, at its sole option, either (a) correct such error or defect in the Product, at no cost to Customer and within a reasonable time, by issuing corrected instructions, a restriction, or a bypass or (b) accept return of the Product and refund any license or subscription fees previously paid by Customer in connection with such Product from the date of notification of the warranty claim, and Customer's right to use the Product will terminate. The foregoing sentence sets forth Customer's sole and exclusive remedy for Company's breach of this warranty. Company is not responsible for any defect or error caused by a Product that Customer has modified, misused, or damaged.

Mutual Warranties. Each Party represents and warrants to the other that: 29. this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms and 30. it shall comply with all applicable laws. .

Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION OR AN ORDER FORM OR ADDENDUM, COMPANY MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. COMPANY

EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. COMPANY DOES NOT WARRANT AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR PROFESSIONAL SERVICES. COMPANY DOES NOT WARRANT THAT THE PRODUCTS, DOCUMENTATION, OR PROFESSIONAL SERVICES ARE ERROR-FREE OR THAT OPERATION OF THE PRODUCTS OR PROVISION OF THE PROFESSIONAL SERVICES WILL BE SECURE OR UNINTERRUPTED. COMPANY DOES NOT WARRANT THAT ANY INFORMATION PROVIDED BY A PRODUCT OR DOCUMENTATION, OR IN CONNECTION WITH THE PROFESSIONAL SERVICES, IS ACCURATE OR COMPLETE OR THAT ANY SUCH INFORMATION WILL ALWAYS BE AVAILABLE. COMPANY EXERCISES NO CONTROL OVER, AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED UPON THE RESULTS OF, CUSTOMER'S USE OF THE PRODUCTS OR DOCUMENTATION OR RECEIPT OF THE PROFESSIONAL SERVICES.

INDEMNIFICATION

Defense by Company. Company will, at its expense, indemnify, defend and hold harmless Customer from any third party claim, proceeding, or suit ("Claim") brought by a third party against Customer alleging that Customer's use of a Product in accordance with the terms of the Agreement, infringes or misappropriates any patent, copyright, or trademark; provided that; 31. Customer gives Company prompt written notice of the Claim; 32. Customer grants Company full and complete control over the defense and settlement of the Claim; and 33.

Customer provides assistance in connection with the defense and settlement of the Claim as Company may reasonably request. Customer will not defend or settle any Claim subject to indemnification under this Section without Company's prior written consent. Customer will have the right to participate in the defense of the Claim at its own expense and with counsel of its own choosing, but Company will have sole control over the defense and settlement of the Claim. If Company becomes aware of, or anticipates, a Claim subject to indemnification under this section, Company may, at its option (a) modify the Products that are the subject of the Claim so that they become non-infringing, or substitute functionally equivalent products; (b) obtain a license to the third-party intellectual property rights giving rise to the Claim; or (c) terminate the affected Order Form(s) on written notice to Customer and refund to Customer any pre-paid but unused fees.

Defense by Customer. Customer will, at its expense, indemnify, defend and hold harmless Company from any third-party Claim arising out of or based upon Customer's provision of the Customer Data, or breach of Section 2.6 (Use Restrictions); provided that: 34. Company gives Customer prompt written notice of the Claim; 35. Company grants Customer full and complete control over the defense and settlement of the Claim; and 36. Company provides assistance in connection with the defense and settlement of the Claim as Customer may reasonably request. Company will not defend or settle any Claim subject to indemnification under this Section without Customer's prior written consent. Company

will have the right to participate in the defense of the Claim at its own expense and with counsel of its own choosing, but Customer will have sole control over the defense and settlement of the Claim.

Exclusions from Obligations. Company will have no obligation under this Section for any infringement or misappropriation to the extent that it arises out of or is based upon any of the following 37. use of a Product in combination with other products or services not provided by Company if such infringement or misappropriation would not have arisen but for such combination; 38. the Product was provided to comply with designs, requirements, or specifications required by or provided by Customer, if the alleged infringement or misappropriation would not have arisen but for the compliance with such designs, requirements, or specifications; 39. use of a Product by Customer for purposes not intended or outside the scope of the license granted to Customer;; or 40. any modification of a Product not made or authorized in writing by Company where such infringement or misappropriation would not have occurred absent such modification.

THIS SECTION STATES EACH PARTY'S ENTIRE LIABILITY TO THE OTHER AND EACH PARTY'S SOLE REMEDY FOR ANY THIRD-PARTY CLAIM DESCRIBED IN THIS SECTION.

LIMITATIONS OF LIABILITY

Disclaimer of Indirect Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES,

INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, ARISING OUT OF OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, EVEN IF COMPANY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

Cap on Liability. EXCEPT FOR (I) EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (II) THE PARTIES' INDEMNIFICATION OBLIGATIONS; AND/OR (III) A BREACH OF SECTION 2.6, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID AND/OR PAYABLE BY CUSTOMER TO COMPANY UNDER THE ORDER FORM OR SOW WITH RESPECT TO WHICH THE LIABILITY AROSE DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE CLAIM (DETERMINED AS OF THE DATE OF ANY FINAL JUDGMENT IN AN ACTION).

Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY COMPANY TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN

THIS SECTION WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

GENERAL

Relationship. Company will be and act as an independent contractor (and not as the agent or representative of Customer) in the performance of this Agreement.

Assignability. Neither Party may assign its right, duties, or obligations under this Agreement without the other Party's prior written consent, which consent will not be unreasonably withheld or delayed, except that either party may assign this Agreement to an Affiliate or a successor, or in connection with the sale of all of the assets or business to which this Agreement relates.

Export. Customer will comply with all applicable export and import laws, rules, and regulations in connection with Customer's activities under this Agreement. Customer acknowledges that it is Customer's responsibility to obtain any required licenses to export and re-export Products. The Products, including technical data, are subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Customer represents and warrants that the Products are not being and will not be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals and persons on the Table of Denial Orders, the Entity List or the List of Specifically Designated Nationals, unless specifically authorized by the U.S. Government for those purposes.

U.S. Government Restricted Rights. The Software is commercial computer software, as that term is defined in 48 C.F.R. §2.101. Accordingly, if the Customer is the U.S. Government or any contractor therefor, Customer will receive only those rights with respect to the Software and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other U.S. Government licensees and their contractors.

Subcontractors. Company may utilize subcontractors or other third parties to perform its duties under this Agreement so long as Company remains responsible for all of its obligations under this Agreement.

Notices. Any notice required or permitted to be given in accordance with this Agreement will be effective if it is in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate Party at the address set forth on the applicable Order Form and with the appropriate postage affixed. Either Party may change its address for receipt of notice by notice to the other Party. Notices are deemed given 2 business days following the date of mailing or 1 business day following delivery to a courier.

Force Majeure. Neither Party will be liable for, or be considered to be in breach of or default under this Agreement (except for failure to make payments when due) on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond its reasonable control, so long as that Party uses all

commercially reasonable efforts to avoid or remove the causes of non-performance.

Governing Law. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of Texas, and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. Each Party hereby irrevocably consents to the exclusive jurisdiction and venue of the federal, state, and local courts in Travis County, Texas in connection with any action arising out of or in connection with this Agreement.

Waiver. The waiver by either Party of any breach of any provision of this Agreement does not waive any other breach. The failure of any Party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such Party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

Severability. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect. If any material limitation or restriction on the use of a Product under this Agreement is found to be illegal, unenforceable, or invalid, Customer's right to use Products will immediately terminate.

Order of Precedence. Any conflict between an Order Form, an Addendum, or this Agreement will be resolved according to the following order of precedence: (1) the Order Form; (2) the Addendum; and (3) the Master Terms.

Publicity. Company may identify Customer as a customer in marketing materials, promotional presentations, customer lists, website and other written and electronic materials (name and logo). Any other uses of either party's name and logo shall be subject to the prior review and approval of the owning party, such approval not to be unreasonably withheld.

Customer agrees to use its reasonable, good faith efforts to promote the Product, which includes without limitation (a) posting a link on Customer's main website page to download of the Product, (b) emailing or otherwise notifying the residents in the geographical area of the availability of the Product and associated services, and (c) contacting local news and media outlets about the availability of the Product and associated services.

Company may identify Customer as a customer in marketing materials, promotional presentations, customer lists, website and other written and electronic materials (name and logo). Any other uses of either party's name and logo shall be subject to the prior review and approval of the owning party, such approval not to be unreasonably withheld.

Notice Regarding Apple. This Section applies to the extent that the Product licensed to Customer is a mobile application on an iOS device. Customer acknowledges that this Agreement is between Customer and Company only, not with Apple Inc. ("Apple"), and Apple is not responsible for the Product or the content thereof. Apple has no obligation to furnish any maintenance and support services with respect to the Product. If the Product fails to conform to any applicable warranty, Customer may notify Apple and Apple will refund any applicable purchase price for the mobile application to Customer; and, to the maximum extent permitted by applicable

law, Apple has no other warranty obligation with respect to the Product. Apple is not responsible for addressing any claims by Customer or any third party relating to the Product or Customer's possession and / or use of the Product, including: (a) product liability claims; (b) any claim that the Product fails to conform to any applicable legal or regulatory requirement; or (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement, and discharge of any third party claim that the Product and / or Customer's possession and use of the Product infringes a third party's intellectual property rights. Customer agrees to comply with any applicable third party terms when using the Product. Apple and Apple's subsidiaries are third party beneficiaries of this Agreement, and upon Customer's acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against Customer as a third party beneficiary of this Agreement. Customer hereby represents and warrants that: (a) Customer is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) Customer is not listed on any U.S. Government list of prohibited or restricted parties.

Entire Agreement. This Agreement, including all exhibits, is the final and complete expression of the agreement between these Parties regarding the subject matter hereof. This Agreement supersedes, and the terms of this Agreement govern, all previous oral and written communications

regarding these matters, all of which are merged into this Agreement, except that this Agreement does not supersede any prior nondisclosure or comparable agreement between the Parties executed prior to this Agreement being executed, nor does it affect the validity of any agreements between the Parties relating to other products or services of Company that are not described in an Order Form and with respect to which Customer has executed a separate agreement with Company that remains in effect. No employee, agent, or other representative of Company has any authority to bind Company with respect to any statement, representation, warranty, or other expression unless the same is

specifically set forth in this Agreement. This Agreement may be changed only by a written agreement signed by an authorized agent of the Party against whom enforcement is sought. Company will not be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to this Agreement (whether or not it would materially alter this Agreement) that is proffered by Customer in any receipt, acceptance, confirmation, correspondence, or otherwise, unless Company specifically provides a written acceptance of such provision signed by an authorized agent of Company.

Company

Executed by

Name:

Title:

Date:

Signature:

Customer

Executed by

Name:

Title:

Date:

Signature:

ROCK SOLID TECHNOLOGY, INC. ORDER FORM

		Order Effective Date:	The date of full execution	
Primary Contact:	Rhoda Stauffer	Initial Term:	5 Years	
Dollar Values:	All quoted in USD	Term Start Date:	Order Effective Date	
Payment Terms:	Net 30 Days	Automatic Renewal:	Yes	
Billing Cycle:	Annual in advance	Annual Increase: (after Initial Term)	5%	
SOFTWARE AS A SERVICE (SaaS) FEES				
Technology Fees	Quantity	Unit Price Per Month	Cost per Month	Total Cost per Year
Streamline – 5 Users Total	1	\$1,250.00	\$1,250.00	\$15,000.00
<i>If any of above fees are charged on per user license, additional users can be added at any time throughout the term. Charges for additional users will be invoiced the following month and will be prorated until the end of the year based on the unit prices listed above</i>				

TERMS AND CONDITIONS

1. By signing this Order Form or submitting a purchase order or other ordering document to Company pursuant to this Order Form, Customer hereby orders from Rock Solid Technology, Inc. ("Company") the Products and other goods or services described in this Order Form. All payments are non-cancelable and non-refundable. Customer may not cancel any portion of this Order Form during the Initial Subscription Term. If Company terminates this Order Form due to Customer's non-payment, all unpaid fees for the remainder of the Term will be immediately due. Fees do not include any taxes, duties, or other governmental charges, all of which are Customer's responsibility.
2. This Order Form is incorporated into the Master Customer Agreement dated between the parties (the "Agreement"). The Agreement is incorporated by reference, in its entirety, and together with this Order Form constitutes the Agreement relating to the products and services under this Order Form. Company objects to any other additional or different terms in the Customer's purchase order or acceptance. All capitalized terms not defined in this Order Form shall have the meanings given in the Agreement. In the event of any conflicts or inconsistencies among this Order Form and the Agreement, this Order Form shall prevail.
3. Fees are locked in for Initial Term. After Initial Term, the Annual Recurring fees will increase five percent (5%) annually.
4. If Subscriber requests an integration or an integration is included as part of the Software Subscription Package, Subscriber must provide Provider the necessary publicly accessible web service endpoint(s) ("**Endpoints**"). The Endpoints must be standard, based on an official software release by the third party vendor, and cannot be modified in any way. If the Endpoints have been modified, additional fees may apply as determined by Provider.
5. Any and all custom software development performed by Provider not included in the fees above are billed at current hourly rates and subject to an agreed upon statement of work.

EXHIBIT E



Pricing Proposal
Quotation #: 20416969
Created On: 5/3/2021
Valid Until: 5/31/2021

City of Park City

Scott Robertson
UT
UNITED STATES
Phone: (435) 615-5255
Fax:
Email: srobertson@parkcity.org

Inside Account Executive

Matthew Kemp
290 Davidson Ave
Somerset, NJ, 08873
Phone: 732-652-0838
Fax: 732-664-3099
Email: Matthew_Kemp@SHI.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Streamline Annual Support Rock Solid Technologies, Inc. - Part#: STREAMLINE-SUPPORT-12M Contract Name: NASPO Software VAR Contract #: ADSP016-130651 Subcontract #: MA096 Coverage Term: 5/5/2021 - 5/4/2022	1	\$15,562.50	\$15,562.50
			Total \$15,562.50

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-2439576; CAGE1HTFD

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Council Agenda Item Report

Meeting Date: July 15, 2021

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Resolution

Agenda Section:

Subject:

Request to Adopt Resolution 19-2021, a Resolution Proclaiming May 7, 2021 as Arbor Day and celebrating Park City's 28th Anniversary as a Tree City USA Community

Suggested Action:

Attachments:

[Arbor Day 2021 Staff Report](#)

[Exhibit A: Arbor Day 2021 Proclamation](#)

[Exhibit B: Arbor Day 2021 Flyer](#)



City Council Staff Report

Subject: Arbor Day Proclamation

Author: Michelle Kellogg

Department: Executive

Date: July 15, 2021

Type of Item: Administrative

Recommendation

Approve the proposed resolution proclaiming May 7, 2021, as Arbor Day and celebrating Park City's 28th anniversary as a "Tree City USA Community."

- a. The resolution demonstrates the City's support of planting trees in the City.
- b. The resolution promotes participation of cleaning up the community
- c. Supporting this resolution will demonstrate that the City values the beauty of nature within the community.

Background

In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees. This holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska. Arbor Day is now observed throughout the nation and the world.

The Opportunity

In consideration of requests received from the community to celebrate Arbor Day and in the spirit of our 28th anniversary as a Tree City USA, tree seedlings were distributed to the public at Miner's Hospital on May 7th. This resolution ratifies the Arbor Day celebration held in May.

Department Review

Legal and Executive Departments

Attachments

Exhibit A: Arbor Day Resolution

Exhibit B: Arbor Day Celebration Flier



Resolution No. 19-2021

RESOLUTION PROCLAIMING MAY 7, 2021, AS ARBOR DAY AND CELEBRATING PARK CITY'S 28th ANNIVERSARY AS A TREE CITY USA COMMUNITY

WHEREAS, Park City is committed to maintaining its natural trees and resources, demonstrated by the City Council's consistent support of beautification projects and the enactment of codes specifically created to protect vegetation: and

WHEREAS, participation in the Tree City USA Program fosters community pride and creates a great environment to live and work and annual recognition demonstrates to residents and visitors that trees, conservation, and the environment are important parts of life in our town; and

WHEREAS, the City Council, acting in the best interests of its residents, regards these enhancements as high priorities to enjoy and to ensure for future generations, and

WHEREAS, the National Arbor Day Foundation, in cooperation with the National Association of State Foresters and the USDA Forest Service, has named Park City as a Tree City USA for the 28th year, and

WHEREAS, in consideration of requests received from the community to celebrate Arbor Day and in the spirit of our 28th anniversary as a Tree City USA, tree seedlings were distributed Friday, May 7th at Miner's Hospital, as well as T-shirts, tree backpacks, bracelets, stickers, buttons, and biochar samples.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council hereby proclaim May 7, 2021 as: ARBOR DAY IN PARK CITY, UTAH

The Mayor and City Council extend their appreciation of the exceptional service provided by Parks Department employees, who do an outstanding job every day of the year to ensure that Park City is a beautiful place to live, play and visit.

PASSED AND ADOPTED this 15th day of July, 2021.

PARK CITY MUNICIPAL CORPORATION

Mayor Andy Beerman

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

City Attorney's Office



FRIDAY

MAY 7

FROM 11:00am-12:00pm
AT MINER'S HOSPITAL
SOUTH SIDE

Everyone is invited to join the event! We will be planting one tree at Miner's Hospital in honor of Arbor Day. There will be free gifts for volunteers, including Douglas Fir Seedlings.

Free Gifts include: T-shirts, tree backpack, bracelets, stickers, buttons, tree seedlings, and biochar samples

TREES ARE THE ANSWER



Council Agenda Item Report

Meeting Date: July 15, 2021

Submitted by: Jenny Diersen

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve a One-Year Extension to City Service Agreement for the Park City Kimball Arts Festival (PCKAF), in a Form Approved by the City Attorney
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Arts Festival Contract Extension Staff Report](#)

[Exhibit A: Draft Addendum for Extension](#)

Subject: Park City Kimball Arts Festival City Service Agreement Extension
Author: Jenny Diersen
Department: Economic Development
Date: July 15, 2021
Type of Item: Administrative

Recommendation

Hold a public hearing and approve a one-year extension to City Service Agreement for the Park City Kimball Arts Festival (PCKAF), in a form approved by the City Attorney.

Due to pandemic recovery, KAC requests to extend the current contract for one year through the 2022 PCKAF. If approved, Staff anticipates returning to discuss negotiations this winter for a new PCKAF Agreement that would begin after the 2022 event.

Executive Summary

The City uses City Service Agreements (Agreement) to manage large events that provide economic and cultural value. These Agreements provide a clear scope of service for each party, including:

- City Services and costs for such services to the event;
- Lease terms of City Facilities or Property Use;
- Financial assistance or monetary exchange provided to the event from the City;
- Locked in event dates over the term of the Agreement;
- Required performance measures; and
- Economic impact studies for the event.

The [current service agreement with the Kimball Art Center \(KAC\) for the PCKAF](#) was [approved on November 3, 2016](#), and expires on August 15, 2021. Terms of the Agreement include:

- Up to \$180,000 in City Services. KAC agrees to pay a \$10,000 flat fee annually towards City Services;
- No cash payment from the City for Free Friday Night for locals. KAC rebrand Friday Night for Locals as a partnership with the City as presenting sponsor;
- KAC will receive notice of any events that may potentially impact the event before official approvals, including that KAC can provide any recommendations to City Staff and Council in advance of any event approval;
- KAC has first right of refusal on any City-owned property during the dates of the Festival;
- Annual Council check-ins including supplemental plans and Festival debrief;

- KAC agrees to provide profit & loss statements to City upon request and to produce an economic impact study on the Festival; and
- Performance Measures include tracking attendance, creating an incentive program for alternative modes of transportation, lessening traffic impacts, supporting promotional opportunities with local businesses, year-round programming to support the community at large, and reducing Festival's carbon footprint and environmental impacts.

Analysis

In April, Staff began meeting with KAC regarding possible terms for a new agreement to go into effect after the 2021 PCKAF. However, due to pandemic recovery, KAC requests to extend the current contract for one year through the 2022 PCKAF.

If Council approves the contract extension, the terms and conditions of the original Agreement would continue to apply but the expiration date of the lease would be changed to end August 15, 2022. The dates of the 2022 PCKAF would be Friday, August 5 to Sunday, August 7, 2022.

Staff supports extending the Agreement for one year under the current terms due to the economic and community benefits the PCKAF provides. KAC continues to operate consistently with the Agreement and Council's goals. KAC has submitted annual supplemental plans and event debrief, including economic impact information, sustainability, transportation, and operational coordination for the success of the Festival and reduction of impacts on the community. Specific highlights from [2019 event debrief](#) include:

- 2019 Economic Impact: \$26,366,146 to the State and \$263,661 to Park City
- Banned sale of single-use plastic water bottles & sold reusable ones
- Created hydration stations
- Mandated that all food vendors use compostable materials
- Continued recycling efforts, including Goal Zero generators
- Provided Bike Valet
- Provided increased Ebike Rentals through sponsorships
- Promotion of Transit Services

Funding

The City provides up to \$180,000 in City Services per the contract due to community benefit and economic return. KAC is invoiced \$10,000 annually to pay towards annual fees regardless of the total amount. The City contributions are covered within departmental budgets.

Attachments

Exhibit A: Draft Addendum to Park City Kimball Arts Festival Agreement

FIRST ADDENDUM TO THE 2016 TYPE THREE SPECIAL EVENT LICENSE AND CITY SERVICES AGREEMENT BETWEEN PARK CITY MUNICIPAL CORPORATION & KIMBALL ART CENTER

This FIRST ADDENDUM is made and entered into in duplicate this ____ day of _____, 20____, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, (“City”), and KIMBALL ART CENTER, a Utah non-profit corporation, (“KAC” or “Service Provider”), to amend the Type Three Special Event License and City Services Agreement signed and executed by the parties on December 19, 2016.

WITNESSETH:

WHEREAS, the parties entered into a Type Three Special Event License and City Services Agreement on December 19, 2016 (“Original Agreement”);

WHEREAS, the term of the Original Agreement is due to end August 15, 2021; and

WHEREAS, negotiations for a new City Services Agreement are ongoing in good faith; and

WHEREAS, the parties desire to amend the Original Agreement to provide sufficient time to negotiate a new lease.

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

1. AMENDMENTS:

- a. **EXTENSION OF TERM.** The term of the Original Agreement shall be extended to a termination date of August 15, 2022.
- b. **SCOPE OF SERVICE.**

The Scope of Services shall be amended as follows:

2.1 Dates of Festival

The dates of the Arts Festival shall be held on the first full weekend of August as mentioned below unless both parties agree to a date change in writing.

August 5 – 7, 2022

2. OTHER TERMS.

All other terms and conditions of the Original Agreement shall continue to apply.

- 3. ENTIRE AGREEMENT.** This First Addendum is a written instrument pursuant to Section 2 and Section 20.7 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.

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

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

Matt Dias, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

SERVICE PROVIDER:

Name: KIMBALL ART CENTER, a Utah
non-profit corporation
Address: PO Box 1478
City/State/Zip: Park City, UT 84060
Tax ID#:
PC Business License #:_____

By: _____
Aldy Milliken,
Executive Director

STATE OF _____)

COUNTY OF _____)

On this ____ day of _____, 20____, Aldy Milliken personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is the Executive Director of Kimball Art Center, a Utah non-profit corporation, and that said document was signed by him on behalf of the said corporation by authority of its Bylaws, or Resolution of its Board of Directors, and she acknowledged to me that she executed the First Addendum to the City Services Agreement Between Park City Municipal Corporation & Kimball Art Center.

Notary Public

Council Agenda Item Report

Meeting Date: July 15, 2021

Submitted by: Jenny Diersen

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Special Event Transportation and Parking Update for Car Free Sundays

(A) Public Input

Suggested Action:

Attachments:

[Sunday Event Transportation Staff Report](#)

[Exhibit A: Event Background and Transportation Data](#)

City Council Staff Report

Subject: Consideration of Transportation Changes for Car-Free Sunday Special Event
Author: Jenny Diersen
Department: Special Events
Date: July 15, 2021
Type of Item: Administrative

Recommendation

Consider transportation options for Car-Free Sundays (CFS) and provide direction to Staff on potential changes to the Level Four Special Event Permit.

Executive Summary

Car-Free Sundays and Park Silly Sunday Market are two permitted Special Events on the same dates throughout most of the summer (exceptions: August 1, 8, and 15). Council retains authority over Level Four and Five events with material changes. The events' background is in Exhibit A. Pandemic restrictions have been lifted, and Main Street sees heightened attendance on Sundays. Staff recommends changes to transportation operations to help mitigate increased traffic impacts.

In compliance with section [4A-2-5 Conflicting Permit applications and 4A-2-4 Standards for Permit Approval](#), Staff made findings that scheduling the events on the same dates does not adversely impact either event. Staff found that the concurrent scheduling of events will not impact the community's public health, safety, and welfare and that the events are significantly mitigated.

In addition to the requirements of ensuring public safety, health, and well-being, Staff understands ' 'Council's goals regarding transportation during Special Events as:

- Increase Transit Ridership and use alternative transportation modes, including:
 - Decrease dependency on single-occupant car trips.
 - Create satellite parking areas with efficient transit routing.
 - Improve traffic circulation and reduce residential cut-through traffic.

During events, Staff can make changes to transportation operations quickly. Staff works to balance community expectations, level of service, costs, and staffing resources when considering and implementing changes. Each tool impacts the other, requiring a high degree of coordination with residents, businesses, jurisdictional partners, and eight departments (Special Events, Transit, Transportation Planning, Police, Engineering, Parking, Streets, and Community Engagement).

Background

Staff implemented many tools to leverage desired and dynamic transportation and public safety outcomes during events.

Examples of successfully implemented tools include: Traffic Operations Center, VMS board messaging, bollard installation, community engagement and outreach, text alert system, traffic circulation patterns, data collection, Kane security services for pedestrian, parking, taxi, and residential management, increased police presence and enforcement, creating drop off/loading areas, partnering with jurisdictional partners like school, resorts and county to encourage parking with transit outside of town, Paid Parking rates, alternate transportation programs (bus, bike, walk, carpool).

Analysis

Transportation is a community Critical Priority. Each tool affects the overall system. Coordination between departments and the community is critical to success. Over the last year, the transit system has undergone significant changes and effectively serves the public and eventgoers. As an industry standard, parking is limited when parking reaches 60% and full when it reaches 80%. Full parking areas result in traffic circulation.

As outlined in Exhibit A, data from CFS and PSSM consistently show:

- Transit ridership is getting back to normal but still 29% less than before the pandemic. This is a positive trend and has been increasing weekly during the Sunday events, but it will be challenging to close during pandemic recovery.
 - The PC High School/Main Street route operates at a 15-minute frequency. Trip time is 15 to 20 minutes one way.
 - The Deer Valley Lots 5 & 6/ Main Street route operates at a 7-to-15-minute frequency. The trip time is 10 minutes.
 - Traffic circulation on Swede Alley and Deer Valley Drive can be slow and impact trip time and transit access to Old Town Transit Center.
 - Transit is running a special shuttle to the top of Swede Alley and Park Avenue. Outside of this service, transit has not increased service.
- Monthly Hillside traffic counts are less on average than before the pandemic.
 - 2021 Sunday Hillside traffic counts are higher than 2020 during the pandemic.
 - Police are at the last entrance to China Bridge to require turnaround on Swede Alley and prevent cut-through traffic up Hillside/top of Main Street. Traffic slows because of this and can cause congestion on Swede Alley.
- Parking is at full (100%) capacity from 10:30 a.m.to 4:30 p.m. on surface lots and China Bridge, consistent with previous years.
 - Parking continues to see record-breaking transactions during the Sunday events. The average patron is paying \$10, which means they are spending three hours in the garage. Privately owned paid parking lots are also seeing high use.
 - To reduce queuing congestion on Swede Alley, China Bridge parking entry is from Marsac only. Attendees cannot enter China Bridge from Swede Alley.
 - Free parking with transit is available at Park City High School and Deer Valley.

Staff anticipates Sundays will continue to remain busy with approaching holidays (Pioneer Day) and summer visitation. Based on the data and community goals, Staff recommends Council consider the following transportation changes during the Sunday events to provide a level of service above standard requirements. Each of these items will increase the cost and staffing required for operations:

1. **Increase transit service** – Contract an outside vendor to provide additional transit service from High School. Due to staffing and equipment limitations, adding service to PC Transit is not currently an option. (Estimated cost \$18,000)
2. **Add Police traffic mitigation** - Once surface lots fill, police could restrict access on Swede Alley to businesses and residents, allowing faster access to the Transit Center. (Estimated costs \$14,500)
3. **Add Kane Security** – Kane Security staffing could assist pedestrian crossings on Swede Alley to Main Street. (Estimated costs \$8,000)
4. **Residential access Passes** – Staff could explore providing residential access passes and stricter enforcement on residential roads to cut through traffic. While there are no additional costs anticipated for this measure, it will take increased staff time.

Increase paid parking rate on Sundays

Based on parking transaction records (Exhibit A) over 70% of people are parking for 3 hours or less. As an incentive to move more people to use free parking at High School and Deer Valley, staff recommends increasing the hourly rate to something more significant such as \$10/hour and eliminating the first hour free.

- a. New Rate Recommendation: \$10/hour, max \$40 from 10 a.m. to 5 p.m., at 5:00 p.m., rates drop to \$3/hour, max \$18. And no longer offering the first hour free.
- b. Current Rate: \$5/hour, max \$18 from 10 a.m. to 5 p.m., at 5 p.m., rates drop to \$3/hour, max \$18. Currently, the first hour is free all day long and no paid parking before 10 a.m.

Staff has informed PSSM and HPCA of this discussion. HPCA will discuss this item at their July 20 board meeting before providing feedback to the City. PSSM is supportive of transportation-related changes but does not have funding to pay for increased costs.

If Council is supportive of any of the options, Staff can implement police, Kane Security, and parking changes as early as Sunday, July 18. It will take a few weeks to get a service provider on board for transit services. If Council is not supportive, current Special Event operations will continue to meet transportation and public safety requirements per section [4A-2-4](#).

Funding

The recommended adjustments to transportation measures for Sunday events would increase costs by \$40,500.

Park Silly Sunday Market's city services are estimated at \$84,000. Staff expects PSSM will pay the City \$10,000 at the end of the event.

Car-Free Sunday city services are estimated at \$115,000. Since the City is the event applicant on behalf of HPCA, the City budgeted for the event and will absorb the costs.

Council should discuss optional transportation changes and related costs. Neither HPCA nor PSSM have budgeted to pay for the mitigation increase. As an alternative, Council could consider the level of community engagement expectation for HPCA and PSSM in promoting transportation alternatives and desired outcomes.

Attachments

Exhibit A: Event Background and Transportation Data

Exhibit A: Event Background & Sunday Event Transportation Data

Event Background

Car-Free Sundays emerged as temporary solution for business expansion during the pandemic. The Special Event Process was the nimblest way to facilitate the activity in lieu of several land management code changes. Specifically, the Historic Park City Alliance (HPCA) requested that the City take on the role of the applicant and the event process was used to facilitate business recovery, allowing social distancing when shops and restaurants were required to reduce indoor capacity significantly.

- In 2020, parking was free during CFS, however, parking regularly reached capacity [as outlined in monthly check-ins and debrief of the event](#) (p 116).
- In 2021, HPCA voted to continue CFS. On May 13 ([Report](#) p. 158/ [Minutes](#) p. 11), City Council approved CFS for one year. Operationally, Staff recommended beginning with the 2019 parking rates and implemented a transit shuttle on Park Avenue and Swede Alley on Sundays from 7 a.m. to 7 p.m. (that included cost to the City in the amount of \$25,000). Employees with Business Permits have been asked to park in North Marsac lot, which have remained less than half full-on Sundays. CFS will be held on June 6 to September 26 (16 Sundays). The event will not be held on August 8 due to the Park City Kimball Arts Festival.

Park Silly Sunday Market is in its 15th year. The [City's current contract with PSSM](#) runs 2022. After canceling in 2020 due to the pandemic, PSSM reduced the scope and scale of their event. On April 29 ([Report](#) p. 159/ [Minutes](#) p.14) , City Council approved the event noting concerns about parking capacity and requested staff prepare dynamic parking rates and transportation operations. PSSM will be held June 6 to September 26 (14 Sundays) and will not be held August 1, 8 and 15 due to contractual requirements.

- PSSM has been promoting transportation alternatives for many years, including transportation alternatives (Bike Valet, promoting PC Transit, and hiring their shuttle on the busiest days to supplement transit). In addition to doing so at their event, PSSM has continued to lead collaborations with many other events concerning transportation and sustainability goals.
- PSSM supported beginning the 2021 event with 2019 parking rates, understanding it may change based on demand.

Exhibit A: Event Background & Sunday Event Transportation Data

Transportation Data

Transit Ridership Data on Sundays:

Route	5/30/2021	6/6/2021	6/13/2021	6/20/2021	6/27/2021	7/4/2021
1 Red	263	894	859	1,127	1,123	926
2 Green	199	348	420	491	587	897
4 Orange	0	139	158	138	205	254
5 Yellow	237	726	820	1,024	993	1,410
6 Lime	541	757	772	833	926	127
7 Pink	258	276	221	284	378	x
9 Purple	0	105	79	93	108	127
10 White	406	915	799	542	755	1,770
11 Black	17	21	29	35	71	x
Park/Swede Shuttle	0	135	156	95	101	95
Total	1,921	4,316	4,313	4,662	5,247	5,606
<i>Transit Ridership has increased 191% on Sundays since May 30.</i>						

Hillside Counts:

Average Daily Traffic Counts by Month

month	2019				2020				2021		
	West	East	ADT/Ave.		West	East	ADT/Ave.		West	East	ADT/Ave
Jan	1372	1180	2554		846	1457	2303		707	811	1518
Feb	1120	914	2035		899	1250	2149		751	873	1624
Mar	1077	884	1961		582	779	1361		721	884	1605
Apr	615	508	1123		298	357	655		493	622	1115
May	620	559	1178		469	526	995		498	576	1074
Jun	849	822	1671		479	621	1100		679	767	1446
Jul	1001	983	1984		793	861	1654				
Aug	1169	958	2127		785	794	1579				
Sep	781	839	1620		738	760	1498				
Oct	696	746	1442		687	704	1391				
Nov	577	649	1226		568	567	1135				
Dec	816	1060	1876		836	923	1759				

Daily Traffic Counts (on Sundays)

Sunday Traffic Volumes (ADT) on Hillside Avenue							
Date	West Bound (out)	East Bound (IN)	Merged	Date	West Bound (out)	East Bound (IN)	Merged
Sunday, May 24, 2020	470	485	955	Sunday, May 23, 2021	465	477	942
Sunday, May 31, 2020	531	544	1075	Sunday, May 30, 2021	697	577	1274
Sunday, June 7, 2020	395	458	853	Sunday, June 6, 2021	783	739	1522
Sunday, June 14, 2020	504	663	1167	Sunday, June 13, 2021	804	794	1598
Sunday, June 21, 2020	492	677	1169	Sunday, June 20, 2021	879	903	1782
Sunday, June 28, 2020	525	685	1210	Sunday, June 27, 2021	965	899	1864
Sunday, July 5, 2020	620	891	1511	Sunday, July 4, 2021	x	x	x

Purple = 2020 Car Free Sunday Dates

Blue = 2021 Car Free Sunday and Park Silly Sunday Market Dates

Exhibit A: Event Background & Sunday Event Transportation Data

Parking Data:

China Bridge	11-Jul	% of total	4-Jul	% of total	27-Jun	% of total	20-Jun	% of total	13-Jun	% of total	6-Jun	% of total
CB Total	1504		1481		1512		1485		1382		1225	
Max \$	155	10%	219	15%	170	11%	154	10%	150	11%	144	12%
\$15-\$17.99	298	20%	341	23%	304	20%	267	18%	233	17%	184	15%
\$10-\$14.99	442	29%	436	29%	493	33%	433	29%	457	33%	415	34%
\$5-\$9.99	400	27%	325	22%	380	25%	421	28%	402	29%	338	28%
< \$5	209	14%	160	11%	165	11%	210	14%	140	10%	144	12%
Surface Lots	11-Jul	% of total	4-Jul	% of total	27-Jun	% of total	20-Jun	% of total	13-Jun	% of total	6-Jun	% of total
SL Total	824		926		871		857		841		770	
Max \$	55	7%	77	8%	64	7%	49	6%	57	7%	45	6%
\$15-\$17.99	115	14%	114	12%	101	12%	110	13%	85	10%	98	13%
\$10-\$14.99	224	27%	233	25%	242	28%	244	28%	248	29%	227	29%
\$5-\$9.99	325	39%	362	39%	376	43%	362	42%	356	42%	318	41%
< \$5	105	13%	140	15%	88	10%	92	11%	95	11%	82	11%

Council Agenda Item Report

Meeting Date: July 15, 2021

Submitted by: Alexandra Ananth

Submitting Department: Planning

Item Type: Work Session

Agenda Section:

Subject:

Discuss Quinn's Junction Partnership Annexation and Master Plan Development and the Substantive Modification to the Annexation and MPD for Studio Crossing, a Proposed Mixed-Use Development Including Commercial and Housing Uses Located at 4001 Kearns Boulevard
(A) Public Input

Suggested Action:

Attachments:

[Studio Crossing Development Staff Report](#)

[Exhibit A: Studio Crossing Proposal Questions](#)

City Council Work Session Staff Report

Subject: Studio Crossing Proposal - Quinn's Junction Partnership Annexation and Master Plan Development, 4001 Kearns Blvd.
Application: PL-21-04790
Author: Alexandra Ananth, Senior Planner
Date: July 15, 2021



Executive Summary

Staff recommends the City Council: 1) receive an update from project owners, and Council liaisons Joyce and Worel regarding their meetings; 2) evaluate the clarifying information from the owners- Response to Questions attached as Exhibit A; and 3) direct staff to prepare a draft of issues and process list for additional Council evaluation prior to the owner deciding whether to file the necessary applications and proceed to the Planning Commission hearing process.

Background

The property is located at 4001 Kearns Blvd. The annexation was the result of extensive litigation between the owners and Summit County for the development of the parcel, that resulted in a settlement which provided Park City with an option to consider the annexation prior to development in the County. As a result, Park City approved its own Settlement Agreement and MPD, for the purpose of constructing 374,000 square feet of Film Campus on the 29.55-acre parcel. The MPD is limited to a movie studio and media campus, including a 100-room hotel, amphitheater, and associated uses.

While considering a phasing plan amendment earlier this year, the Council indicated a willingness to designate two City Council liaisons to assess at a high level whether the City should entertain further amendments to the original settlement, zoning, and master planned approvals. The Mayor and Council designated Council members Steve Joyce and Nann Worel with reviewing the owners' new concept plan.

Analysis

After several conversations and meetings with the owners, Council members Joyce and Worel requested additional clarifications regarding the owners' proposal. The owners responded July 9, 2021 (Exhibit A). Overall, the liaisons are pleased with the progress of their meetings.

The Council liaisons and staff have identified the following items for further evaluation:

- The current project was approved without an affordable housing obligation. The new proposal contains 100 affordable rental units. Does the Council want to encourage the owners to finalize their proposal in the form of an Affordable Housing Plan for review by the Housing Authority prior to any subsequent or concurrent planning applications? Or send all to Planning Commission first, once a complete application is filed?

- Does the City Council want more definition of the commercial uses in the proposal? Conversely, staff will propose a blend of uses proposed for regulatory calculations;
- What additional information regarding traffic and transportation would the council like to review before proceeding to the Planning Commission?
- Does the Council support nightly rentals as proposed in the market rate units?
- Water and utilities- prior to filing their application should the owner finalize the resolution to their water matters?
- Any other questions or concerns regarding the information provided so far?

Exhibits

Exhibit A – Informal Questions Arising From City Council Liaison Preliminary Concept Review Re: Studio Crossing Proposal

INFORMAL QUESTIONS ARISING FROM CITY COUNCIL LIASON PRELIMINARY CONCEPT REVIEW RE:
STUDIO CROSSING PROPOSAL

Based upon the information provided to us, as well as the planning in the 2020 Studio Crossing Proposal, we understand the following elements would be modified in the project agreements/settlement/zoning:

- 81,000 sqft MPD Density Reduction
- 100 Affordable Housing Units equaling 81,000 sqft
- 79% Less Commercial Density
- 47% Traffic Reduction
- 100 Fewer Parking Stalls
- Transit Center, E-Bike Station, and Trails
- Community

We suggest you address the following items (noted from informal feedback) by July 7/8, 2021, in the form of additional preliminary information that will enable us to work with planning staff and prepare a brief staff report for the 7/15 City Council work session:

- A. Overall project history and summary
1. Are there any other elements you would like to mention consistent with a vision for this new “community” and how would it fit into [Park City’s Community Pillars from Vision 2020](#)?
Specifically:

[Social Equity and Affordability](#)
[Environmental Leadership](#)
[Authentic Local Culture](#)
[Transportation Innovation](#)

Social Equity and Affordability

According to Park City’s Vision 2020 report, “the issue of affordable housing for workers, young families, seniors and the Latino population has been a strong theme running throughout the Vision 2020 process.” The report cited a prior survey that showed 84% of the participants felt affordability and equity “was critically important and essential,” looking forward to 2030.” The recent increase in demand and housing prices in Park City only exacerbates this issue.

Our proposal tackles social equity and affordability head on by adding a residential product that is currently lacking in Park City so therefore we are proposing the construction of 100 deed restricted affordable housing units. To our knowledge this would be the largest single affordable housing project in the Park City limits to date that would add a housing option for Park City’s underserved groups.

Beyond the obvious benefits of purpose-built affordable housing, we’re also proposing to construct market rate condominiums. Many of Park City’s young families, seniors and Latino population live in Park City’s existing condominium and townhome projects while many other Park City residents wish to downsize, but are left with few options.

These market based condominiums will provide an additional option for those looking for an alternative to single family living and will also offer a more affordable entry point for younger families that wish to enter the Park City market but cannot afford a single family home and at the same time do not qualify for affordable housing.

Also, we have met with Park City's Senior Alliance and see a great opportunity for a partnership where we can meet many of our local seniors age in place needs.

Environmental Leadership

We plan to be good stewards in improving the environmental awareness of our community. As part of the development of this property we plan on fully utilizing existing and on-site water sources for irrigation and beautification of the development as features. Our buildings will perform to the latest in standards of International Building Code and International Residential Code requirements for all environmental and sustainable aspects. Our team is looking into sustainable solutions including Energy Star Certification, NAHB Certification for Green Home Builders and other possible multi-faceted sustainable approaches to energy conservation, carbon reduction in the building process, and waste reduction throughout site and building development.

Beyond the green building practices we plan to implement, we have also made open green space and trail connectivity a key feature of the development. Easy and abundant trail access, together with e-bike charging stations will encourage residents to look at alternative environmentally friendly methods of commuting. We also plan to have public transit as a key component of the development complete with a purpose built transit center, as Park City shifts to electric buses this will further decrease our carbon footprint.

Authentic Local Culture

The key to maintaining an authentic local culture is keeping locals local.

First and foremost, our project will maintain the local culture by giving Parkites another affordable option to call home. The project will build on the local culture by incorporating elements that are extremely important to Park City including abundant open spaces, trail connections, out outdoor activities—all the type of amenities Parkites enjoy.

Finally, our project is in direct proximity to the Utah Film Studios, a television and film production space that is unique to Utah and especially Park City, the many productions that call Utah Film Studios home will add a film based flavor to this development.

Transportation Innovation

Our project is a model of transportation innovations in two ways; the focus on mass transit and non-vehicular forms of transit and for this reason we are very fortunate that the project is located not only on one of the primary entrance corridors to Park City, but also on the Rail Trail with its direct access to Park City.

Our plan incorporates the trail system as a viable form of transportation and a dedicated “e” bike station with charging capabilities making it convenient for residents to pedal up the rail trail to work (or play) in Park City rather than battle traffic.

We’re also proposing to construct a simple transit station at the center of our development so that residents can easily avail themselves of free mass transit, with the option of either hopping on a bus or a bike right out the front door. We anticipate that many of our residents will find themselves leaving their car at home when they head up town.

2. What specific commercial uses are proposed for the site? Will the commercial uses support the residential community or drive trips from other locations/highway?

We have discovered that it is best if the market dictates what tenants occupy the commercial spaces.

Operators of their business know the needs and desires of a given market better than we do, this is the approach we have taken in leasing Newpark. When Gary first bought Newpark it was in foreclosure and occupancy was only 40% since taking over Newpark is now at 93.5% occupancy. At Newpark we have been able to create a thriving, sustainable, and diverse community.

While we have not taken this property to market both of Utah’s primary hospitals have expressed an interest in placing a clinic there. We have also had interest from co-office space operators. We believe it’s important to create a diverse mix of restaurants, retail, & services.

Our goal is to have a community that is self-sustaining and that will create a strong and rooted relationship with both the commercial and residential tenants.

3. What elements are proposed for the “Transit Center”? How might the plan support multi-modal connectivity and connect with existing transportation networks?

Elements proposed for the transit center include: Dedicated bus stop and pull-off area for queuing, hiking and biking trail access map of the surrounding area, trail access entry into the Rail Trail and Round Valley trail systems, dedicated bike racks and e-bike parking / charging stalls, biking Fix-It station, funding and space for building a city-managed restroom for the trail / transit users. By providing this transit hub, it would serve as a critical stop along the existing transportation networks and facilitate multiple modes of transit and connectivity for both pedestrian and vehicular use.

4. Are additional trails or pedestrian connections proposed to improve how the development connects with adjacent developments and neighborhoods, i.e. PC Heights, Quinn’s Junction (IHC, Ice Arena, NAC, Round Valley, etc.), Quinn Park and Ride?

Yes, there will be the addition of trails within our development. Also, there will also be multiple trails and access points that tie into the Rail Trail and create a safe passage to the Round Valley trail system. The Rail Trail connection will also allow residence of Park City Heights to bike or walk to our local

businesses and restaurants, all trail access will be available not only to our tenants, but also those in the greater Park City and Summit County areas.

5. What is the parking strategy behind the reduction of 100 parking stalls?

Development Agreement (pg. 42)	+ 880 stalls
Studio	- 320 stalls
Market Rate Housing	- 120 stalls
Retail & Affordable Housing	- 340 stalls
100 stall reduction	

6. Is senior living or multi-generational housing a specific component in your project?

While building and selling the Newpark Terraces (a condo project that is essentially built as townhomes) we received feedback regarding the need for single level living for those with mobility issues, due to the nature of that development we had to turn away many buyers.

This will not be a convalescent or nursing home, rather it will be a multigenerational community where those looking to downsize and age in place can remain integrated in the community. We plan on implementing things like adding backing to bathtubs and toilet areas, so one can easily attach grab bars in the future and not need to tear out the shower and by using flooring materials that are nonslip. These are simple things that will prevent future problems.

Lastly, seniors are underserved in the market, many condo projects located in Summit County are geared towards those vacationing in the resort areas and not suitable for fulltime living. While the project will be market rate, we envision these condos selling for considerably less than other Park City housing options, giving young professionals, families, and seniors a chance to join the community.

7. What is your strategy to resolve the prior water and fire flow matters?

We are actively in discussions with Summit Water Distribution Company regarding the fire flow issue and Summit Water believes it has a resolution, however we have also spoken with Park City staff regarding the possibility of simply hooking up to the City water system, through the Weber Basin line that runs directly in front of our project, if Summit Water it is not able to provide assurances that Park City Staff will accept, our intention would be to seek a connection with Park City's water system. It is our understanding that Park City has the capacity to more than provide the fire protection and culinary water needs for this development.

8. Do you anticipate potential conflicts with the residential uses if the film studio transitions to more hospitality or event uses under the current lease/tenant?

Our most current lease was with the Food Network. We intend to keep the studio as a film and television facility.

9. Any assurances or limitations to limit another round of changes to proposed uses by the next/future owner?

We do not have any intention of selling this project, barring some unforeseen event, we will be the owner that builds the project that we are proposing.

Candidly, the process of amending a development agreement is time consuming and costly so that expense, in and of itself, should give any developer pause in seeking to modify a development.

One benefit of our proposal over the existing development agreement is that we hope this will be the outcome of cooperation rather than contention, our goal is to build a legacy project that addresses many of the City's goals and needs with a comprehensive and well thought out plan.

B. [Affordable Housing](#)

1. Does the proposal plan to meet the new [25-2020 Housing Resolution](#) requirements or make an alternative proposal?

We believe the project meets the 25-2020 Housing Resolution requirements.

2. What are the square footage and unit counts of market-rate housing?

This is a topic we are actively working on with our real estate team and has not been fully agreed upon. The market rate housing will likely comprise of 2, 3, & 4 bedroom units between 1,000-2,500 sqft with no more than 100 units.

3. What is the square footage and unit counts of affordable housing individual units?

10	Studios	400 sqft
40	1 Bedrooms	600 sqft
40	2 Bedrooms	800 sqft
10	3 Bedrooms	1,100 sqft
100 units		71,000 sqft +/- 15% for common areas and hallways = 81,650 sqft

4. What percentage of the affordable units will be rental and what percentage for sale?

All affordable units will be long terms rentals.

5. If you can't be more specific on the type of commercial that is being targeted per above, can you break down type per the 25-2020 Housing Resolution by category in the Resolution?

Restaurant/Bar, Education, Finance/Banking, Medical Professional, Other Professional Services, Personal Services, Real Estate, Commercial/Retail, & Recreation/Amusement.

6. How much square footage per commercial type?

60,000 sqft of general commercial/retail. The landscape of retail centers is evolving quickly due to increased online shopping, adding restrictions now may not allow for the flexibility required for a vibrant community in the future.

7. What AMI level are you proposing?

An average AMI of 80%.

8. Are you proposing any limits to the volume or scope of nightly rentals in market-rate [nightly rental not allowed in affordable] units?

The current development agreement allows for a 100 unit hotel/condo hotel. We propose that the redesigned 100 market rate condominiums are also unrestricted.

PARK CITY AFFORDABLE HOUSING ISSUES.

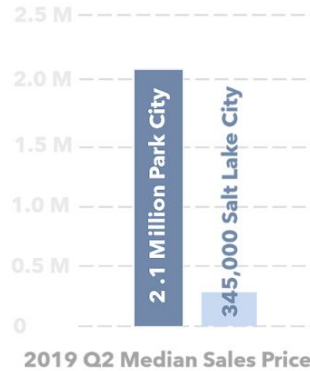
Market Conditions

The median sales price for a home in Park City was \$2.1 million.



The Housing Gap

An affordable home at 80% AMI will cost \$305,592



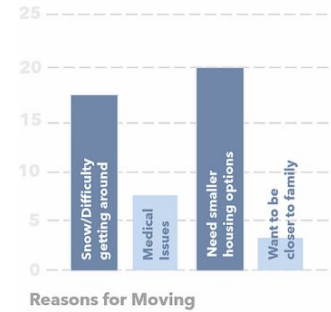
Commuting

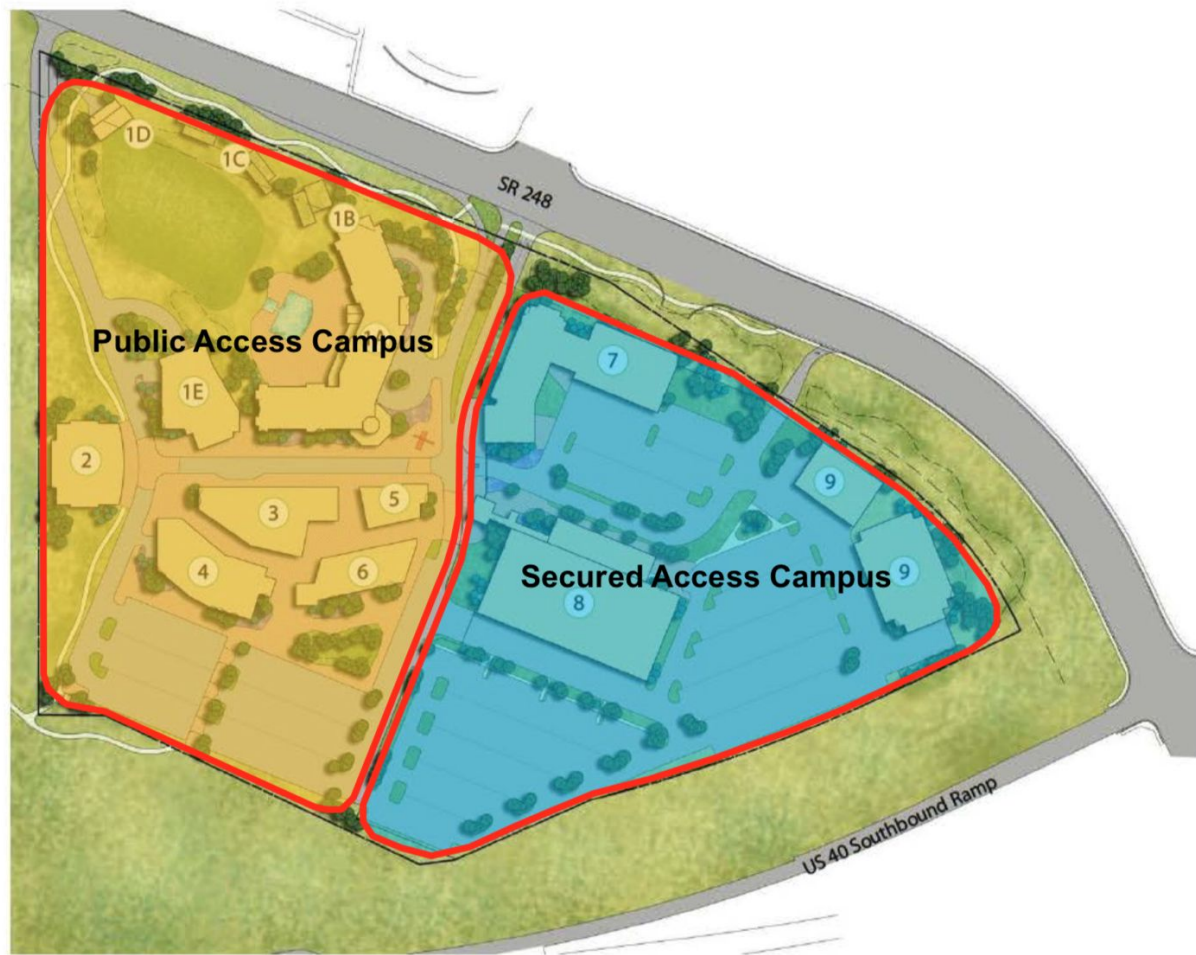
Park City imports thousands of workers daily, with more than 10,100 people commuting to work in Park City.



Seniors

Studio Crossings could provide solutions to keep seniors in Park City.





ORIGINAL MPD DESIGNATION OF PUBLIC / SECURE CAMPUS AREAS

EXISTING MPD

ALREADY CONSTRUCTED

- GUARD HOUSE 50 SF
- SOUND STAGES 47,375 SF
- WORKSHOP 20,000 SF
- PRODUCTION SUPPORT OFFICES 24,000 SF

TO BE CONSTRUCTED

- HOTEL LODGING 112,000 SF
- RECORDING STUDIO 2,500 SF
- STAGE VENUE 700 SF
- GRAND BALLROOM 16,000 SF
- ATRIUM 0 SF
- SCREENING ROOMS / THEATER 15,000 SF
- ENTERTAINMENT VENUE 14,500 SF
- MIXED USE 33,350 SF
- MIXED USE 25,625 SF
- SOUND EFFECTS STAGE 15,700 SF
- OFFICE 37,200 SF
- WORKSHOP OFFICE 10,000 SF

PROPOSED MPD AMENDMENT

ALREADY CONSTRUCTED

- GUARD HOUSE 50 SF
- SOUND STAGES 47,375 SF
- WORKSHOP 20,000 SF
- PRODUCTION SUPPORT OFFICES 24,000 SF

TO BE CONSTRUCTED

- AFFORDABLE HOUSING 81,000 SF (~100 UNITS)
- MARKET RATE HOUSING 142,000 SF (~100 UNITS)
- OPEN CAMPUS COMMERCIAL 60,000 SF
- TRANSIT HUB AND EBIKE 0 SF
- RESIDENT SPORTS COURTS 0 SF
- RESIDENT BOULDERING 0 SF
- RESIDENT GREEN SPACE 0 SF
- RESIDENT BBQ AREAS 0 SF
- RESIDENT TRAIL CONNECTIONS 0 SF
- RESIDENT ELEC CAR CHARGING 0 SF
- RESIDENT BIKE REPAIR STATION 0 SF

Building Legend

- 1A Hotel Lodging
- 1B Recording Studio
- 1C Stage Venue
- 1D Residence - omitted
- 1E Grand Ball Room
- 1F Atrium
- 2 Screening Rooms/Theater
- 3 Entertainment Venue

- 4 Mixed Use
- 5 Mixed Use
- 6 Sound Effects Stage
- 6A Office, Effects Stage
- 7 Sound Stages
- 7A Workshop
- 7B Production Support/Offices
- 8 Workshop Office
- 9 Guard House



Building Legend

- 1 Transit Hub & E-Bike Shop
- 2 Resident BBQ Area
- 3 Multi-use Sports Court
- 4 Historic Trail Connection
- 5 Affordable Housing & Retail
- 6 Market Rate Housing
- 7 Film Studio
- 7A Film Studio Workshop
- 7B Film Studio Production / Offices
- 8 Resident Amenity Area
- 9 Guard House
- 10 Naturalized Area Trail System
- 11 Resident Patio Amenity



ORIGINAL DEVELOPMENT

Land Use ¹	Number of Units	Unit Type	Daily Trip Generation ²	% Internal Capture ⁴	% Entering ³	% Exiting ³	Trips Entering	Trips Exiting	New Daily Trips
Hotel (310)	100	Rooms	702	3%	50%	50%	339	339	678
Movie Theater (444)	15,000	Square Feet	1,171	3%	50%	50%	566	566	1,132
High-Turnover Restaurant (932)	14,500	Square Feet	1,627	3%	50%	50%	786	786	1,572
Shopping Center (820)	33,350	Square Feet	2,849	3%	50%	50%	1,376	1,376	2,752
Shopping Center (820)	25,625	Square Feet	2,382	3%	50%	50%	1,151	1,151	2,302
Office (710)	15,700	Square Feet	176	3%	50%	50%	85	85	170
Office (710)	37,200	Square Feet	407	3%	50%	50%	197	197	394
Office (710)	10,000	Square Feet	114	3%	50%	50%	55	55	110
Net Weekday Trips							4,555	4,555	9,110
Land Use ¹	Number of Units	Unit Type	AM Peak Hour Trip Generation ²	% Internal Capture ⁴	% Entering ³	% Exiting ³	Trips Entering	Trips Exiting	New AM Peak Hour Trips
Hotel (310)	100	Rooms	45	10%	60%	40%	24	16	40
Movie Theater (444)	15,000	Square Feet	3	10%	95%	5%	3	0	3
High-Turnover Restaurant (932)	14,500	Square Feet	144	10%	55%	45%	71	58	129
Shopping Center (820)	33,350	Square Feet	168	10%	62%	38%	93	57	150
Shopping Center (820)	25,625	Square Feet	165	10%	62%	38%	92	56	148
Office (710)	15,700	Square Feet	41	10%	86%	14%	32	5	37
Office (710)	37,200	Square Feet	61	10%	86%	14%	47	8	55
Office (710)	10,000	Square Feet	36	10%	86%	14%	28	5	33
Net Weekday AM Peak Hour Trips							390	205	595
Land Use ¹	Number of Units	Unit Type	PM Peak Hour Trip Generation ²	% Internal Capture ⁴	% Entering ³	% Exiting ³	Trips Entering	Trips Exiting	New AM Peak Hour Trips
Hotel (310)	100	Rooms	49	13%	54%	46%	23	20	43
Movie Theater (444)	15,000	Square Feet	93	13%	94%	6%	76	5	81
High-Turnover Restaurant (932)	14,500	Square Feet	142	13%	62%	38%	77	47	124
Shopping Center (820)	33,350	Square Feet	241	13%	48%	52%	101	109	210
Shopping Center (820)	25,625	Square Feet	198	13%	48%	52%	83	90	173
Office (710)	15,700	Square Feet	20	13%	16%	84%	3	15	18
Office (710)	37,200	Square Feet	45	13%	16%	84%	6	33	39
Office (710)	10,000	Square Feet	13	13%	16%	84%	2	10	12
Net Weekday PM Peak Hour Trips							371	329	700
Land Use ¹	Number of Units	Unit Type	Saturday Trip Generation ²	% Internal Capture ⁴	% Entering ³	% Exiting ³	Trips Entering	Trips Exiting	New Saturday Trips
Hotel (310)	100	Rooms	1,227	4%	50%	50%	591	591	1,182
Movie Theater (444)	15,000	Square Feet	1,490	4%	50%	50%	717	717	1,434
High-Turnover Restaurant (932)	14,500	Square Feet	1,775	4%	50%	50%	855	855	1,710
Shopping Center (820)	33,350	Square Feet	1,538	4%	50%	50%	741	741	1,482
Shopping Center (820)	25,625	Square Feet	1,182	4%	50%	50%	569	569	1,138
Office (710)	15,700	Square Feet	35	4%	50%	50%	17	17	34
Office (710)	37,200	Square Feet	82	4%	50%	50%	39	39	78
Office (710)	10,000	Square Feet	22	4%	50%	50%	11	11	22
Net Saturday Trips							3,540	3,540	7,080

AMENDED MASTERPLAN

Land Use ¹	Number of Units	Unit Type	Daily Trip Generation ²	% Internal Capture ⁴	% Entering ³	% Exiting ³	Trips Entering	Trips Exiting	New Daily Trips
Multifamily Housing (220)	200	Dwelling Units	1,471	5%	50%	50%	699	699	1,398
Shopping Center (820)	60,000	Square Feet	4,248	5%	50%	50%	2,020	2,020	4,040
Net Weekday Trips							2,719	2,719	5,438
Land Use ¹	Number of Units	Unit Type	AM Peak Hour Trip Generation ²	% Internal Capture ⁴	% Entering ³	% Exiting ³	Trips Entering	Trips Exiting	New AM Peak Hour Trips
Multifamily Housing (220)	200	Dwelling Units	92	8%	23%	77%	19	65	84
Shopping Center (820)	60,000	Square Feet	182	8%	62%	38%	104	64	168
Net Weekday AM Peak Hour Trips							123	129	252
Land Use ¹	Number of Units	Unit Type	PM Peak Hour Trip Generation ²	% Internal Capture ⁴	% Entering ³	% Exiting ³	Trips Entering	Trips Exiting	New AM Peak Hour Trips
Multifamily Housing (220)	200	Dwelling Units	109	15%	63%	37%	59	34	93
Shopping Center (820)	60,000	Square Feet	372	15%	48%	52%	152	165	317
Net Weekday PM Peak Hour Trips							211	199	410
Land Use ¹	Number of Units	Unit Type	Saturday Trip Generation ²	% Internal Capture ⁴	% Entering ³	% Exiting ³	Trips Entering	Trips Exiting	New Saturday Trips
Multifamily Housing (220)	200	Dwelling Units	1,628	5%	50%	50%	772	772	1,544
Shopping Center (820)	60,000	Square Feet	2,768	5%	50%	50%	1,313	1,313	2,626
Net Saturday Trips							2,085	2,085	4,170

Calculated Trip Generation (Total Trips)

	Daily	AM Peak	PM Peak	Saturday
Previous Master Plan	9,110	595	700	7,080
Updated Plan	5,438	252	410	4,170

SOURCE: Fehr & Peers, 2021

As shown in Table 3, the updated trip generation shows lower total trips generated for daily (40% trip decrease), AM peak hour (58% trip decrease), PM peak hour (41% trip decrease), and Saturday (41% trip decrease). There is also higher daily, PM peak hour, and Saturday trip reductions for the updated plan compared to the previous master plan due to the introduction of residential land use in the mix.

PROPOSED REDUCTION OF TRAFFIC WITH PROGRAM CHANGE



RESIDENT AMENITY: BBQ AREA / RAIL AND ROUND VALLEY TRAIL CONNECTION



RESIDENT AMENITY: BOULDERING AREA



STUDIO SUPPORTING RESIDENTIAL



STUDIO SUPPORTING COMMERCIAL AND OFFICE



MARKET

RESIDENT AMENITY: TRANSIT HUB AND E-BIKE STATION

MEMORANDUM

Date: June 4, 2021
To: Ryan Crandall, Quinn Capital Partners
From: Seishi Yamagata, PE, Fehr & Peers
Preston Stinger, PTP, LEED GA, Fehr & Peers
Subject: **Quinn Capital Partners Development Trip Generation**

UT20-2207

INTRODUCTION

The purpose of this memorandum is to summarize the evaluation of trip generation for the updated land uses for the Quinn Capital Partners development in Park City, Utah. Fehr & Peers evaluated the trip generation of the proposed land uses in the previous master plan and of the proposed land uses in the updated plan in comparison. This memorandum summarizes the evaluation of trip generation for the proposed land use changes.

LAND USE

The previous master plan concept (site plan attached in Appendix) proposed the following land uses:

- Hotel (100 rooms)
- Movie Theater (15,000 square feet)
- Entertainment Venue (14,500 square feet)
- Mixed Use (33,350 square feet)
- Mixed Use (25,625 square feet)
- Sound Effects Stage (15,700 square feet)
- Office (37,200 square feet)
- Workshop Office (10,000 square feet)



Fehr & Peers used trip generation rates published in the ITE Trip Generation, 10th Edition, 2017, to estimate trip generation rates for this study. To keep consistent with land uses presented in the ITE manual, the following ITE land uses were used to evaluate the previous master plan concept:

- Hotel (ITE Land Use 310) – 100 rooms
- Movie Theater (ITE Land Use 444) – 15,000 square feet
- High-Turnover Restaurant (ITE Land Use 932) – 14,500 square feet
- Shopping Center (ITE Land Use 820) – 33,350 square feet
- Shopping Center (ITE Land Use 820) – 25,625 square feet
- Office (ITE Land Use 710) – 15,700 square feet
- Office (ITE Land Use 710) – 37,200 square feet
- Office (ITE Land Use 710) – 10,000 square feet

The updated plan for the project site consists of the following land uses, along with the corresponding ITE land uses:

- Affordable Housing (ITE Land Use 223) – 100 dwelling units
- Multifamily Housing (ITE Land Use 220) – 100 dwelling units
- Shopping Center (ITE Land Use 820) – 60,000 square feet

The ITE land use for affordable housing is new in the ITE manual and had a low sample size with limited data. Therefore, the ITE land use code for multifamily housing (land use 220) was also used for the 100 units of affordable housing.

TRIP GENERATION

To capture the mixed-use component of the land uses (for both the previous master plan concept and the updated plan), internal capture was incorporated into the trip generation evaluation for this study using Fehr & Peers' mixed-use development (MXD+) methodology. The MXD+ trip generation methodology accurately captures the trip-reducing benefits of mixed-use development projects and is used throughout the United States to help developers, agencies, and the public to quantify these trip reductions. The MXD+ trip generation model is promoted by the United States Environmental Protection Agency (EPA) and has been adopted by the San Diego Association of Governments (SANDAG), American Society of Civil Engineers (ASCE), American Planning Association (APA), and many others as a recommended resource for trip generation of smart-growth developments. The MXD+ model uses ITE trip generation rates and applies additional variables to those trip generation rates. Some of the additional variables include:



- Employment
- (Population + Employment) per square mile
- Land area
- Total jobs / population diversity
- Retail jobs / population diversity
- Number of intersections per square mile
- Employment within a mile
- Employment within a 30-minute trip by transit
- Average household size
- Vehicles owned per capita

The calculated trip generation for the previous master plan concept is shown below in **Table 1**.



Land Use ¹	Number of Units	Unit Type	Daily Trip Generation ²	% Internal Capture ⁴	% Entering ³	% Exiting ³	Trips Entering	Trips Exiting	New Daily Trips
Hotel (310)	100	Rooms	702	3%	50%	50%	339	339	678
Movie Theater (444)	15,000	Square Feet	1,171	3%	50%	50%	566	566	1,132
High-Turnover Restaurant (932)	14,500	Square Feet	1,627	3%	50%	50%	786	786	1,572
Shopping Center (820)	33,350	Square Feet	2,849	3%	50%	50%	1,376	1,376	2,752
Shopping Center (820)	25,625	Square Feet	2,382	3%	50%	50%	1,151	1,151	2,302
Office (710)	15,700	Square Feet	176	3%	50%	50%	85	85	170
Office (710)	37,200	Square Feet	407	3%	50%	50%	197	197	394
Office (710)	10,000	Square Feet	114	3%	50%	50%	55	55	110
Net Weekday Trips							4,555	4,555	9,110
Land Use ¹	Number of Units	Unit Type	AM Peak Hour Trip Generation ²	% Internal Capture ⁴	% Entering ³	% Exiting ³	Trips Entering	Trips Exiting	New AM Peak Hour Trips
Hotel (310)	100	Rooms	45	10%	60%	40%	24	16	40
Movie Theater (444)	15,000	Square Feet	3	10%	95%	5%	3	0	3
High-Turnover Restaurant (932)	14,500	Square Feet	144	10%	55%	45%	71	58	129
Shopping Center (820)	33,350	Square Feet	168	10%	62%	38%	93	57	150
Shopping Center (820)	25,625	Square Feet	165	10%	62%	38%	92	56	148
Office (710)	15,700	Square Feet	41	10%	86%	14%	32	5	37
Office (710)	37,200	Square Feet	61	10%	86%	14%	47	8	55
Office (710)	10,000	Square Feet	36	10%	86%	14%	28	5	33
Net Weekday AM Peak Hour Trips							390	205	595
Land Use ¹	Number of Units	Unit Type	PM Peak Hour Trip Generation ²	% Internal Capture ⁴	% Entering ³	% Exiting ³	Trips Entering	Trips Exiting	New AM Peak Hour Trips
Hotel (310)	100	Rooms	49	13%	54%	46%	23	20	43
Movie Theater (444)	15,000	Square Feet	93	13%	94%	6%	76	5	81
High-Turnover Restaurant (932)	14,500	Square Feet	142	13%	62%	38%	77	47	124
Shopping Center (820)	33,350	Square Feet	241	13%	48%	52%	101	109	210
Shopping Center (820)	25,625	Square Feet	198	13%	48%	52%	83	90	173
Office (710)	15,700	Square Feet	20	13%	16%	84%	3	15	18
Office (710)	37,200	Square Feet	45	13%	16%	84%	6	33	39
Office (710)	10,000	Square Feet	13	13%	16%	84%	2	10	12
Net Weekday PM Peak Hour Trips							371	329	700
Land Use ¹	Number of Units	Unit Type	Saturday Trip Generation ²	% Internal Capture ⁴	% Entering ³	% Exiting ³	Trips Entering	Trips Exiting	New Saturday Trips
Hotel (310)	100	Rooms	1,227	4%	50%	50%	591	591	1,182
Movie Theater (444)	15,000	Square Feet	1,490	4%	50%	50%	717	717	1,434
High-Turnover Restaurant (932)	14,500	Square Feet	1,775	4%	50%	50%	855	855	1,710
Shopping Center (820)	33,350	Square Feet	1,538	4%	50%	50%	741	741	1,482
Shopping Center (820)	25,625	Square Feet	1,182	4%	50%	50%	569	569	1,138
Office (710)	15,700	Square Feet	35	4%	50%	50%	17	17	34
Office (710)	37,200	Square Feet	82	4%	50%	50%	39	39	78
Office (710)	10,000	Square Feet	22	4%	50%	50%	11	11	22
Net Saturday Trips							3,540	3,540	7,080

1. (XXX) Indicates ITE Land Use Code. Land Use Code from the Institute of Transportation Engineers - 10th Edition Trip Generation Manual (ITE Manual)

2. Traffic Generated by the development according to trip generation rates provided in the ITE Manual

3. Percentage of trips Entering and Exiting the development according to the ITE Manual.

4. Internal capture derived from the MXD+ methodology.

SOURCE: Fehr & Peers, 2020



The calculated trip generation for the updated plan is shown below in **Table 2**.

Land Use ¹	Number of Units	Unit Type	Daily Trip Generation ²	% Internal Capture ⁴	% Entering ³	% Exiting ³	Trips Entering	Trips Exiting	New Daily Trips
Multifamily Housing (220)	200	Dwelling Units	1,471	5%	50%	50%	699	699	1,398
Shopping Center (820)	60,000	Square Feet	4,248	5%	50%	50%	2,020	2,020	4,040
Net Weekday Trips							2,719	2,719	5,438
Land Use ¹	Number of Units	Unit Type	AM Peak Hour Trip Generation ²	% Internal Capture ⁴	% Entering ³	% Exiting ³	Trips Entering	Trips Exiting	New AM Peak Hour Trips
Multifamily Housing (220)	200	Dwelling Units	92	8%	23%	77%	19	65	84
Shopping Center (820)	60,000	Square Feet	182	8%	62%	38%	104	64	168
Net Weekday AM Peak Hour Trips							123	129	252
Land Use ¹	Number of Units	Unit Type	PM Peak Hour Trip Generation ²	% Internal Capture ⁴	% Entering ³	% Exiting ³	Trips Entering	Trips Exiting	New PM Peak Hour Trips
Multifamily Housing (220)	200	Dwelling Units	109	15%	63%	37%	59	34	93
Shopping Center (820)	60,000	Square Feet	372	15%	48%	52%	152	165	317
Net Weekday PM Peak Hour Trips							211	199	410
Land Use ¹	Number of Units	Unit Type	Saturday Trip Generation ²	% Internal Capture ⁴	% Entering ³	% Exiting ³	Trips Entering	Trips Exiting	New Saturday Trips
Multifamily Housing (220)	200	Dwelling Units	1,628	5%	50%	50%	772	772	1,544
Shopping Center (820)	60,000	Square Feet	2,768	5%	50%	50%	1,313	1,313	2,626
Net Saturday Trips							2,085	2,085	4,170

1. (XXX) Indicates ITE Land Use Code. Land Use Code from the Institute of Transportation Engineers - 10th Edition Trip Generation Manual (ITE Manual)

2. Traffic Generated by the development according to trip generation rates provided in the ITE Manual

3. Percentage of trips Entering and Exiting the development according to the ITE Manual.

4. Internal capture derived from the MXD+ methodology.

SOURCE: Fehr & Peers, 2021

As shown in **Table 1**, vehicle trip reductions of approximately 3%, 10%, 13%, and 4% for daily, AM peak hour, PM peak hour, and Saturday, respectively, were applied due to internal capture for the previous master plan concept. For the updated plan, vehicle trip reductions of approximately 5%, 8%, 15%, and 5% for daily, AM peak hour, PM peak hour, and Saturday, respectively, were applied due to internal capture as shown in **Table 2**.

The comparison of total trips generated for the development between what was presented in the previous master plan and the calculated updated results for this study are shown below in **Table 3**.

Table 1 Trip Generation Comparison

Calculated Trip Generation (Total Trips)				
	Daily	AM Peak	PM Peak	Saturday
Previous Master Plan	9,110	595	700	7,080
Updated Plan	5,438	252	410	4,170

SOURCE: Fehr & Peers, 2021

As shown in **Table 3**, the updated trip generation shows lower total trips generated for daily (40% trip decrease), AM peak hour (58% trip decrease), PM peak hour (41% trip decrease), and Saturday (41% trip decrease). There is also higher daily, PM peak hour, and Saturday trip reductions for the



updated plan compared to the previous master plan due to the introduction of residential land use in the mix.

CONCLUSION

Fehr & Peers evaluated the total trips generated by the proposed land uses in the previous master plan, and also evaluated the trip generation of the development with redefined land uses. As shown previously above, there is a decrease in trip generation due to the redefined land uses at the proposed development for daily, AM peak hour, PM peak hour, and Saturday trips.

APPENDIX

Previous Master Plan Concept



Building Legend

- 1A Hotel Lodging
- 1B Recording Studio
- 1C Stage Venue
- 1D Residence - omitted
- 1E Grand Ball Room
- 1F Atrium
- 2 Screening Rooms/Theater
- 3 Entertainment Venue
- 4 Mixed Use
- 5 Mixed Use
- 6 Sound Effects Stage
- 6A Office, Effects Stage
- 7 Sound Stages
- 7A Workshop
- 7B Production Support/Offices
- 8 Workshop Office



Council Agenda Item Report

Meeting Date: July 15, 2021

Submitted by: Browne Sebright

Submitting Department: Planning

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve Ordinance 2021-32, an Ordinance Approving an Extension of City Council's December 5, 2019 Approval of Ordinance No. 2019-60, an Ordinance Approving the 245 Woodside Plat Amendment, Located at 245 Woodside Avenue, Park City, Utah
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[245 Woodside Plat Amendment Staff Report](#)

[Exhibit A: Draft Ordinance No. 2021-32](#)

[Exhibit B: Existing Conditions Survey](#)

City Council Staff Report

Subject: 245 Woodside Plat Amendment
Author: Browne Sebright, Planner II
Project Number: PL-21-04853
Date: July 15, 2021
Type of Item: Administrative – Plat Approval Extension

Summary Recommendations

Review the proposal, hold a public hearing, and consider approving a one-year extension for the 245 Woodside Plat Amendment – a plat approved by the City Council in 2019 – based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in Ordinance 2021-32.

Description

Extension Project Number: PL-19-04209

Approved Project Number: PL-21-04853

Applicant: Suzanne Herrmann, represented by Peter Meuzelaar, JZW Architects

Location: 245 Woodside Avenue

Zoning: Historic Residential-1 (HR-1) District

Adjacent Land Uses: Residential

Reason for Review: Extensions of approved plats require City Council action

Summary

On August 13, 2018, Herrmann applied for a Historic District Design Review-Pre application to discuss development options on the Lot. At this time, staff directed the applicant to apply for a Plat Amendment to form one (1) Lot of record. This would address existing encroachments on the Site and prepare it for any future development.

On April 19, 2019, Herrmann applied for a Plat Amendment to combine their property into one (1) Lot by removing an interior Lot Line. Staff deemed the application complete on June 26, 2019. The subject Site consists of the northern half of Lot 11 and all of Lot 12, Block 31, within the Park City Survey boundaries.

On October 23, 2019, Planning Commission held a public hearing and forwarded a positive recommendation to City Council. See meeting minutes [here](#), beginning on page 4. Staff report is linked [here](#).

On December 5, 2019, City Council held a public hearing and approved the Plat Amendment for 245 Woodside Avenue ([Ordinance 2019-60](#)) that removed residual lot lines within the property ([Staff Report](#); [Minutes, p. 13](#)). Ordinance 2019-60 Condition of Approval 2 required the Applicant to record the approved plat with Summit County within one year of Council approval. Additionally, Condition of Approval 3 required the

Applicant to either remove the existing deck, retaining walls, paved Parking Area, and stairs (both sets) encroachments from the City Right-of-Way, or enter into an Encroachment Agreement with the City that includes these encroachments, subject to City Engineer and City Council approval. However, the Applicant did not record the plat in the allotted time because the property owner was working out an encroachment agreement with the City Engineer and Planning staff.

In June of 2021, Herrmann applied for a Building Permit for an interior remodel of the lower level of the home. Condition of Approval 4 permits the Applicant to repair or maintain the existing structure provided that such repair or maintenance shall neither create any new non-compliance nor increase the degree of the existing non-compliance with the LMC. This approval allows the Applicant to maintain and remodel the existing Duplex Dwelling, provided that no more than 50% of the Gross Floor Area of the Structure be demolished. The Planning Department determined that the proposed remodel met the requirements of the Ordinance and gave Planning approval for the Permit for the interior remodel.

Applicants may request time extensions of City Council plat approval by submitting a written request to the Planning Department prior to the expiration of the approval.¹ The plat approval was scheduled to expire on December 5, 2020. As part of the extensions provided for recordation of plats as a result of the pandemic, the Deputy City Manager issued a six-month extension through June 24, 2021. The Applicant now requests City Council approval of the extension and staff recommends granting the extension for one year to provide the Applicant and City Engineer an opportunity to complete the encroachment agreements

On June 14, 2021, the Applicant submitted an application to the Planning Department to request an extension of City Council's approval in order to resolve pending encroachments.

Analysis

Staff recommends the Council approve a one-year extension for the plat approval because (A) there is no change in circumstance that results in an unmitigated impact; and (B) the approved plat complies with the Park City General Plan and Land Management Code in effect at the time of the extension request.

(A) There is no change in circumstance that results in an unmitigated impact.

A change in circumstance includes physical changes to the property or surroundings.² One building permit has been approved for a partial interior remodel to 245 Woodside since Council's 2019 plat approval. Approval of this building permit is consistent with the Conditions of Approval of the plat approval. Staff is unaware of any other changes that would result in an unmitigated impact.

¹ [LMC § 15-7.1-6\(C\)\(5\).](#)

² [LMC § 15-7.1-6\(C\)\(5\).](#)

(B) The approved plat amendments comply with the Park City General Plan and Land Management Code in effect at the time of the extension request.

No relevant amendments to the Land Management Code or General Plan have been adopted that impact the plat approvals.

The subject Site is located at 245 Woodside Avenue. The Site is within the Historic Residential-1 (HR-1) District. Currently, there are multiple Structures on the Lot that are not in compliance with the Lot and Site Requirements for the HR-1 zone ([LMC 15-2.2-3](#)).

The proposed Plat Amendment creates one (1) Lot from one and a half (1½) Old Town Lots. The applicant requests to eliminate the interior Lot that bisects the non-historic structure in order to prepare it for any future development. Any future development on the Site will need to come into compliance with the Land Management Code and the Design Guidelines for Historic Districts and Historic Sites ([LMC 15-13](#)).

Condition of Approval 3 of Ordinance 2019-60 stipulated that prior to Plat recordation, the Applicant shall either remove the existing encroachments from the City Right-of-Way, or enter into an Encroachment Agreement with the City that includes these encroachments conditioned as the City Council deems appropriate. The Applicant is responsible for securing appropriate City approvals and permits before any work on the encroachments can begin. The City Council's and City Engineer's review and approval of the Encroachment Agreement for the 245 Woodside Plat Amendment will be required.

Approval of a one-year extension for the 245 Woodside Avenue Plat Amendment will expire on July 15, 2022. If recordation has not occurred within one (1) years' time, this approval for the Plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council. In addition to the proposed modification to the northern stairs, the Applicant will need to resolve the other encroachments either through additional proposals to modify them, or through an Encroachment Agreement with Park City. Additionally, the Applicant will need to address all of the other Conditions of Approval, including the inclusion of a 10' public snow storage easement along the Woodside Avenue Right-of-Way.

Department Review

The development Review Committee and Planning, Engineering, and Legal Departments reviewed this application.

Notice

Staff published notice on the City's website and the Utah Public Notice website on June 30, 2021. Staff posted notice to the property and mailed courtesy notices to property owners with 300 feet on June 30, 2021.³

Public Input

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

Exhibits

Exhibit A: Draft Ordinance No. 2021-32

Exhibit B: Existing Conditions Survey

³ [LMC § 15-1-21.](#)

Ordinance No. 2021-32

AN ORDINANCE APPROVING AN EXTENSION OF CITY COUNCIL'S DECEMBER 5, 2019 APPROVAL OF ORDINANCE NO. 2019-60, AN ORDINANCE APPROVING THE 245 WOODSIDE PLAT AMENDMENT, LOCATED AT 245 WOODSIDE AVENUE, PARK CITY, UTAH.

WHEREAS, the Planning Commission held public hearings on August 14, 2019, September 11, 2019, and on October 23, 2019, the Planning Commission held a public hearing to receive input on the 245 Woodside Plat Amendment, Located at 245 Woodside Avenue, Park City, Utah;

WHEREAS, on October 23, 2019, the Planning Commission forwarded a positive recommendation to the City Council to approve the 245 Woodside Plat Amendment according to the Findings of Fact, Conclusions of Law, and Conditions of Approval as stated herein;

WHEREAS, on September 12, 2019, and December 5, 2019, the City Council held a public hearing to receive input on the Plat Amendment;

WHEREAS, on December 5, 2019, the City Council approved Ordinance No. 2019-60, An Ordinance Approving the 245 Woodside Plat Amendment, Located at 245 Woodside Avenue, Park City, Utah;

WHEREAS, on June 14, 2021, the owner of 245 Woodside Avenue submitted an application with the Planning Department to request a one-year extension of the City Council's approval of Ordinance No. 2019-60;

WHEREAS, on June 30, 2021, staff legally noticed the City Council July 15, 2021 public hearing;

WHEREAS, on July 15, 2021, the City Council reviewed the proposed plat approval extension, held a public hearing, and approved a one-year extension for the 245 Woodside Avenue Plat Amendment through July 15, 2022; and

WHEREAS, it is in the best interest of Park City, Utah to approve the extension of the 245 Woodside Plat Amendment through July 15, 2022.

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. City Council's December 5, 2019 approval of the 245 Woodside Plat Amendment, Attachment 1, is hereby extended through July 15, 2022, subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

245 Woodside Avenue

Findings of Fact:

1. The site is located at 245 Woodside Avenue.
2. The site is within the Historic Residential-1 District.
3. The site consists of the northern half of Lot 11 and all of Lot 12, Block 31, within Park City Survey.
4. The proposed Plat Amendment creates one (1) Lot from one and a half (1½) Old Town Lots.
5. The Applicant is proposing to remove the interior Lot line between Lot 11 and Lot 12, Block 31, within Park City Survey to create one (1) Lot. The interior Lot line currently bisects the Duplex Dwelling.
6. The minimum Lot size within the Historic Residential-1 District is 1,875 square feet and 3,750 square feet for a Duplex Dwelling.
7. The proposed Lot size is 2,812 square feet. This does not meet the requirements for a Duplex Dwelling.
8. The minimum Lot width within the Historic Residential-1 District is twenty five feet (25').
9. The proposed Lot width is thirty-seven and half feet (37.5').
10. At the time of its construction, the site was located in the Residential-1 Zoning District. The project complied with the following:
 - a. Required Rear Setbacks of 10 feet; complied with a Rear Yard of 28.3 feet, measured.
 - b. Required Building Height of 35 feet; complied with a gable roof at 24 feet and 4 inches, as measured.
11. At the time of its construction, the site did not comply with the following:
 - a. Required Lot Width of 37.5 feet, measured 20 feet back from the Front Lot Line; did not comply as the Structure was built over a 25' wide Lot (Lot 12) and a 12.5' Lot (Lot 11, north half). The Lots together did total 37.5' at this time, but were not actually combined.
 - b. Required Lot Size of 3,000 square feet; did not comply as the Lot size would have been 1,875 square feet for Lot 12 and the north half of Lot 11 would have been 937.5 square feet. Combined, the Lots would have been about 2,812 square feet and would not have complied.
 - c. Required Side Yard Setbacks of 5 feet; did not comply with 3 foot setbacks along the north and south property lines. This is according to the 2010 Building Permit Existing Site Plan showing a Side Setback (north) of approximately 1.75 feet. The south Side Setback is 3 feet on this plan.
 - d. Required Front Setback of 20 feet; did not comply with a Front Setback of 9 feet.
12. Staff believes the Structure was originally built as a Duplex, based on the 1983 Planning Department Determination Letter (Attachment 1). It is undetermined whether the house originally abided by Front and Side Setback requirements, and parking requirements of two (2) parking spaces for a Duplex Dwelling, of the R-1 Zoning District without building plans.
13. In 1976, the Site was rezoned to the Historic Residential-1 (HR-1) Zoning District. The building complies the current HR-1 Zone Height of 27 feet and the Maximum

Building Footprint of 1200.5 for the proposed Lot size of 2,812 square feet, per the proposed Plat Amendment. It also complies with the Rear (10 feet) and Side (south Side, 3 feet) setbacks; however, it does not comply with the required Lot Size for a Duplex Use of 3,750, or the Front Setback of 10 feet or Side (north) Setback of 3 feet.

14. As the Site is currently configured in the Front Yard area (east), with a parking area of 225 square feet (9 feet deep by 25 feet wide within the property lines), this site would not be able to accommodate the required 4 parking spaces for a Duplex per LMC 15-3-6.
15. In 2010, two (2) Building Permits were approved to 1) remodel the Structure from a Triplex to a Duplex (BD-10-15955) and 2) repair and add to the existing Front (east) decks, Side landings (south), and stairs (south), and add a Rear Yard deck (BD-10-15565).
16. Dwelling located at 245 Woodside Avenue does not comply with current Land Management Code requirements for a legal Non-complying Structure due to the encroachments in the Front and Side Setbacks, the lack of required parking for a Duplex Use, and the evidence on record related to this property; however, the Duplex Use was allowed in 1974, per the 1968 enacted Zoning Code at the time, and our records indicate that in 1983 the Planning Department issued a letter acknowledging that the use was originally a Duplex Dwelling. There are two (2) sets of stairs on this Site that encroach onto the Woodside Avenue public Right-of-Way. The stairs along the southern property line have an existing Encroachment Agreement, recorded with Summit County as Entry No.00919262.
17. There is a deck on this Site that encroaches into the Woodside Avenue public Right-of-Way. The deck currently projects 9 feet, as measured, from the main Structure into the Front Setback, but also projects 5 feet, as measured, past the Front property line into the Right-of-Way. It is also 27.08 feet wide, as measured. The HR-1 Zone allowed for decks to be 10 feet wide and project into the Front Setback by 3 feet. The current deck configuration exceeds this requirement. Staff believes this was permitted as the deck was existing and the dimensions were not changing per the permit's (BD-10-15565) plans.

Conclusions of Law:

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

Conditions of Approval:

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

2. The Applicant shall record the Plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the Plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. Prior to Plat recordation, the Applicant shall either remove the existing deck, retaining walls, paved Parking Area, and stairs (both sets) encroachments from the City Right-of-Way, or enter into an Encroachment Agreement with the City that includes these encroachments conditioned as the City Council deems appropriate. The Applicant is responsible of securing appropriate City approvals and permits before any work on the encroachments can begin. The City Council's, in addition to the City Engineer's, review and approval of the Encroachment Agreement for this 245 Woodside Plat Amendment application will be required.
4. The Applicant may repair or maintain the existing Structure provided that such repair or maintenance shall neither create any new non-compliance nor shall increase the degree of the existing non-compliances with the LMC. The Applicant may maintain and remodel the existing Duplex Dwelling. Should the more than 50% of the Gross Floor Area of the Structure be demolished, the Structure shall be brought into compliance with the Land Management Code at the time of application. As this site does not meet the minimum Lot Size requirements for a Duplex Dwelling, the Use will also need to be brought into compliance with the LMC at the time of application. The Applicant may maintain the existing Use of the site as a Duplex, but any deviation, expansion, or demolition of the existing Structure from this Use will need to come into compliance with the requirements of the HR-1 Zoning District at the time of the application. This is pursuant to [LMC 15-9-5](#).
5. Any future development will need to come into compliance with the Land Management Code and Historic District Design Guidelines in effect at the time of application.
6. Residential fire sprinklers are required for all new construction per requirements of the Chief Building Official, and shall be noted on the plat.
7. Ten foot (10') public snow storage easement shall be granted along the Woodside Avenue Right-of-Way.
8. All Conditions of Approval of the Ordinance No. 2019-60 shall continue to apply.

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

PASSED AND ADOPTED this 15th day of July, 2021.

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, MAYOR

ATTEST:

Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

DRAFT

Attachment 1 Proposed Plat

245 WOODSIDE PLAT AMENDMENT

LOCATED IN THE SE 1/4 OF SECTION 16, TOWNSHIP 2 SOUTH,
RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT
COUNTY, UTAH

SURVEYOR'S CERTIFICATE

I, the undersigned, being a duly licensed Professional Land Surveyor in the State of Utah, do hereby certify that this plat was prepared by me and under my direction in accordance with the requirements of the Park City Municipal Corporation.

[Signature]
DATE: 05/27/19
PROFESSIONAL LAND SURVEYOR

BOUNDARY DESCRIPTION

THE NORTH HALF OF LOT ELEVEN AND ALL OF LOT TWENTY, THE PARK CITY SURVEY, ON THE EAST 1/2 OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH.

OWNER'S DECLARATION

KNOW ALL MEN BY THESE PRESENTS THAT SUZANNE M. HERMANN, A SINGLE PERSON, THE UNDERSIGNED, OWNER OF THE ABOVE DESCRIBED PROPERTY, DO HEREBY CERTIFY THAT THIS PLAT AMENDMENT WAS PREPARED AND DOES HEREBY CONSENT TO THE RECORDED OF THIS PLAT AMENDMENT.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 20____.

ACKNOWLEDGEMENT

STATE OF _____ COUNTY OF _____

ON THIS _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, SUZANNE M. HERMANN, A SINGLE PERSON, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

MY COMMISSION EXPIRES: _____

SEAL: _____ NOTARY PUBLIC, COUNTY, _____

NOTES

1. RESIDENTIAL FIRE SPINNERS WILL BE REQUIRED FOR ALL NEW CONSTRUCTION PER THIS PLAT AMENDMENT.

2. THE PLAT AMENDMENT IS SUBJECT TO THE CONDITIONS OF APPROVAL, IN ORDINANCE _____.

3. SUBJECT PROPERTY IS LOCATED IN ZONE 4 PER FEMA 1000 MAP NO. 190138.

COUNCIL APPROVAL AND ACCEPTANCE

APPROVED BY THE PARK CITY PLANNING COMMISSION ON THIS 9th DAY OF May 20____.

APPROVED BY THE PARK CITY PLANNING COMMISSION ON THIS 24th DAY OF May 20____.

APPROVED BY THE PARK CITY PLANNING COMMISSION ON THIS 24th DAY OF May 20____.

RECORDING

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____

DATE: _____ PAGE: _____ TIME: _____ BOOK: _____

FILE: _____

DEED: _____

ENGINEER'S CERTIFICATE

I, the undersigned, being a duly licensed Professional Engineer in the State of Utah, do hereby certify that this plat was prepared by me and under my direction in accordance with the requirements of the Park City Municipal Corporation.

[Signature]
DATE: _____

PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION ON THIS 9th DAY OF May 20____.

APPROVAL AS TO FROM

APPROVED AS TO FROM: _____ ON THIS _____ DAY OF _____, 20____.

APPROVAL AS TO FROM

APPROVED AS TO FROM: _____ ON THIS _____ DAY OF _____, 20____.

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

APPROVED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT ON THIS _____ DAY OF _____, 20____.

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

APPROVED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT ON THIS _____ DAY OF _____, 20____.

GRAPHIC SCALE

1 inch = 100 feet

GRAPHIC SCALE

1 inch = 100 feet

PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION ON THIS 9th DAY OF May 20____.

APPROVAL AS TO FROM

APPROVED AS TO FROM: _____ ON THIS _____ DAY OF _____, 20____.

APPROVAL AS TO FROM

APPROVED AS TO FROM: _____ ON THIS _____ DAY OF _____, 20____.

RECORDING

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____

DATE: _____ PAGE: _____ TIME: _____ BOOK: _____

FILE: _____

DEED: _____



SYMBOL LEGEND	
---	DEED LINE
---	SURVEY BOUNDARY
---	FIELD FENCE
---	FOUND REBAR WITH CAP
---	SET REBAR WITH CAP
---	SET REBAR WITH CAP

SURVEYOR'S CERTIFICATE

I, SUZANNE HERRMANN, AN INDEPENDENT SURVEYOR, HAVE SURVEYED AND THIS IS MY CERTIFICATE NO. 173434, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I HEREBY CERTIFY THAT THE SURVEY WAS PERFORMED IN ACCORDANCE WITH THE STANDARDS AND PRACTICES OF THE SURVEYING PROFESSION AND THAT THIS PLAN IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.



CADA A. ANDERSON, P.E.

DATE

SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO PROVIDE TOPOGRAPHIC INFORMATION TO AND IN THE SERVICE OF THE SUBJECT PROPERTY SURVEY. THE SURVEY WAS PERFORMED IN ACCORDANCE WITH THE STANDARDS AND PRACTICES OF THE SURVEYING PROFESSION AND THAT THIS PLAN IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.

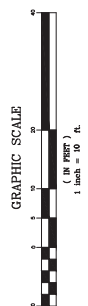
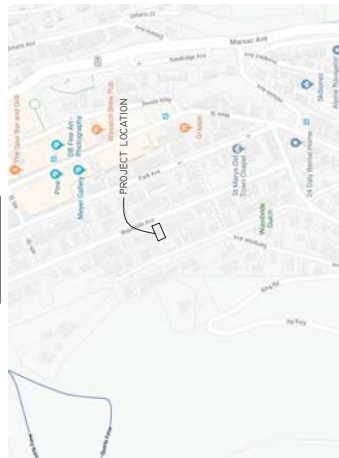
DESCRIPTION

THE PROPERTY OF LOT 128.06 ACRES, AS SHOWN ON THE MAP, IS THE PROPERTY OF THE SURVEYOR, SUZANNE HERRMANN, AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.

BASIS OF BEARINGS

BASES OF BEARINGS IN THIS SURVEY HAVE BEEN MEASURED BY THE SURVEYOR, SUZANNE HERRMANN.

VICINITY MAP



Council Agenda Item Report

Meeting Date: July 15, 2021

Submitted by: Rebecca Ward

Submitting Department: Planning

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve Ordinance No. 2021-33, an Ordinance Approving an Extension of City Council's June 18, 2020 Approval of Ordinance No. 2020-28, an Ordinance Approving the 1162 Woodside Avenue Plat Amendment, Located at 1162 Woodside Avenue, Park City, Utah
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[1162 Woodside Avenue Staff Report](#)

[Exhibit A: Draft Ordinance No. 2021-33](#)

City Council Staff Report



Subject: 1162 Woodside Avenue Plat Amendment
Application: PL-21-04840
Author: Rebecca Ward
Date: July 15, 2021
Type of Item: Administrative – Plat Approval Extension

Recommendation

Review the proposal, hold a public hearing, and consider approving a one-year extension for the 1162 Woodside Avenue Plat Amendment based on the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in Ordinance No. 2021-33 (Exhibit A).

Description

Applicant: Tucker Perkins, represented by Andrew Foster
Location: 1162 Woodside Avenue, a Landmark Historic Structure
Zoning District: Historic Residential – 1
Adjacent Land Uses: Residential; City Public Library
Reason for Review: City Council reviews and approves plat amendment extensions

Acronyms

HR – 1 Historic Residential – 1
LMC Land Management Code

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

Background



1162 Woodside Avenue is a Landmark Historic Structure located across 12th Street from the City Public Library. The Applicant proposes rehabilitating the Landmark Historic Structure and building an addition. The Applicant submitted a Historic District Design Review, a Conditional Use Permit for a basement addition within the Historic Footprint in the Side Setback, and a Plat Amendment application.

On June 3, 2020, the Historic Preservation Board approved material deconstruction of a portion of the Historic Structure to accommodate the addition ([Staff Report](#); [Minutes](#), p. 2). Staff is reviewing the Historic District Design Review for final approval.

On June 10, 2020, the Planning Commission reviewed the 1162 Woodside Avenue plat amendment to remove a Lot line and create one Lot for the Landmark Historic Structure and unanimously forwarded a positive recommendation to the City Council ([Staff Report](#); [Minutes](#), p. 29). On June 18, 2020, the City Council adopted [Ordinance No. 2020-28](#), approving the 1162 Woodside Avenue plat amendment ([Staff Report](#); [Minutes](#), p. 7).

On June 24, 2020, the Planning Commission approved the Conditional Use Permit to construct a basement addition within the Historic Building Footprint within the Side Setback ([Staff Report](#), [Minutes](#), p. 19).

The Applicant submitted extensions of the Historic Preservation Board and Planning Commission approvals, which were approved by the Planning Director subject to LMC [§ 15-1-10\(G\)](#) and LMC [§ 15-11-12\(E\)](#). The Applicant also proposes extending the Plat Amendment approval, which requires City Council review and approval.

The City Council approval of [Ordinance No 2020-28](#) outlined several Conditions of Approval the Applicant is working to fulfill. 1162 Woodside Avenue encroaches onto the 12th Street right-of-way. [Ordinance No. 2020-28](#) Condition of Approval 4 required the Applicant to enter into an encroachment agreement with the City. The Applicant completed this Condition.

1158 Woodside Avenue to the south of 1162 Woodside Avenue is a Significant Historic Structure that encroaches onto the 1162 Woodside Avenue property. [Ordinance No. 2020-28](#) Condition of Approval 5 requires the Property Owner to enter into an encroachment agreement with the Property Owner of the adjacent 1158 Woodside Avenue. The Applicant is working with the neighbor to complete the encroachment agreement. However, the Applicant was not able to complete this agreement prior to the expiration of the City Council plat approval on June 18, 2020.

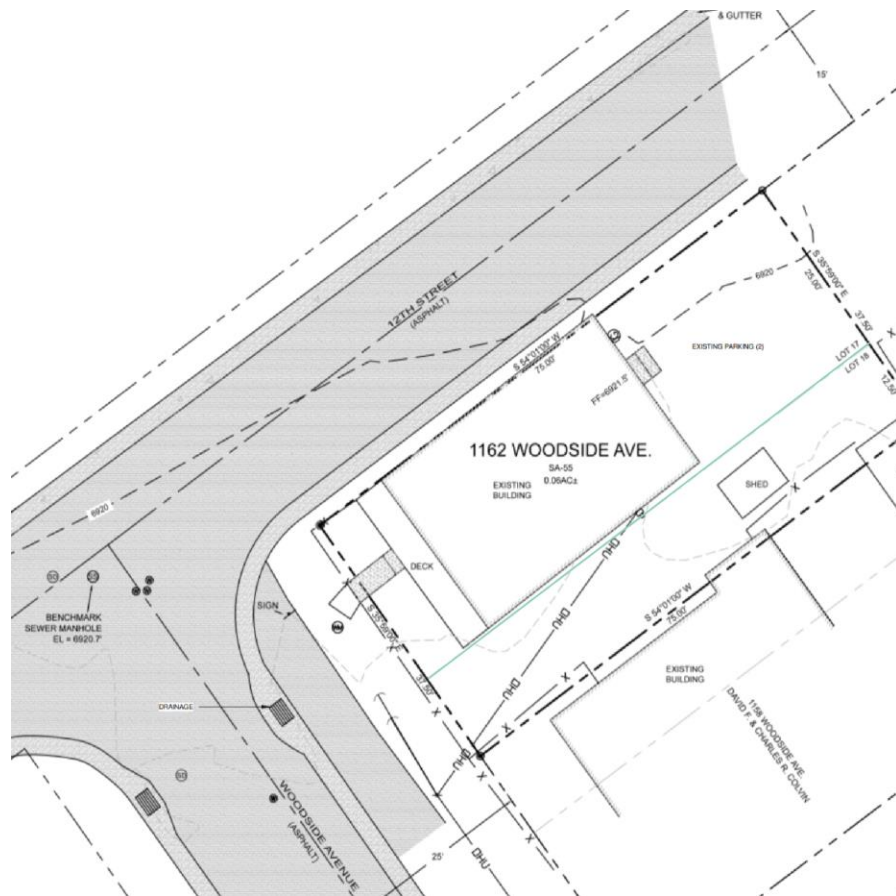
On May 13, 2021, the Applicant submitted an Extension Application to seek City Council approval of the 1162 Woodside Avenue Plat Amendment to allow the Applicant additional time to complete the encroachment agreement with the neighbor so the Applicant can record the Plat Amendment with Summit County.

Analysis

Land Management Code (LMC) [§ 15-7.1-6\(C\)\(5\)](#) states that the Applicant may request that City Council approve an extension of a plat approval. The City Council may grant the extension when the Applicant demonstrates there is no change in circumstance that would result in an unmitigated impact or a finding of non-compliance with the Park City General Plan or the Land Management Code in effect at the time of the extension request. A change in circumstance includes physical changes to the Property or surroundings.

The 1162 Woodside Avenue Plat Amendment removes an internal Lot line that runs along the southern façade of the Landmark Historic Structure, resolving Non-Complying

Side Setbacks for the southern façade:



The proposed 1162 Woodside Avenue Plat Amendment complied with LMC [§ 15-2.2-3, Lot And Site Requirements](#) for the Historic Residential – 1 Zoning District at the time of Council approval and continues to comply with the LMC, as outlined in Findings of Fact four through 12 in the Draft Ordinance No. 2021-33. Additionally, no amendments to the General Plan or Land Management Code result in non-compliance.

Extension of the 1162 Woodside Avenue Plat Amendment does not result in an unmitigated impact or non-compliance with the General Plan or Land Management Code, allows the Applicant additional time to resolve existing encroachments, and provides the Applicant time to record the Plat Amendment with the County Recorder.

Department Review

The Development Review Committee and Planning, Engineering, and Legal Departments reviewed this application.

Notice

Staff published notice on the City's website and the Utah Public Notice website on June 28, 2021. Staff posted notice to the property and mailed courtesy notice to property

owners within 300 feet on June 30, 2021. The *Park Record* published notice on June 30, 2021. LMC [§ 15-1-21](#).

Public Input

No public input was received when this report was published.

Alternatives

- The City Council may approve Ordinance No. 2021-33;
- The City Council may deny Ordinance No. 2021-33 and direct staff to make Findings for the denial; or
- The City Council may request additional information and continue the discussion to a date certain.

Exhibits

Exhibit A: Draft Ordinance No. 2021-33

Ordinance No. 2021-33

**ORDINANCE APPROVING AN EXTENSION OF CITY COUNCIL'S JUNE 18, 2020
APPROVAL OF ORDINANCE NO. 2020-28, AN ORDINANCE APPROVING THE 1162
WOODSIDE AVENUE PLAT AMENDMENT, LOCATED AT 1162 WOODSIDE
AVENUE, PARK CITY, UTAH**

WHEREAS, the owner of the property located at 1162 Woodside Avenue petitioned the City Council for approval of a Plat Amendment to remove an internal lot line; and

WHEREAS, on DATE, the Planning Commission conducted a duly noticed public hearing and unanimously forwarded a positive recommendation to the City Council to approve the 1162 Woodside Avenue Plat amendment; and

WHEREAS, on DATE, the City Council conducted a duly noticed public hearing and adopted Ordinance No. 2020-28, Approving the 1162 Woodside Avenue Plat Amendment, Located at 1162 Woodside Avenue, Park City, Utah; and

WHEREAS, 1158 Woodside Avenue, a Significant Historic Structure, encroaches onto 1162 Woodside Avenue and Ordinance No. 2020-28 Condition of Approval Five requires the Applicant to enter into an encroachment agreement with the adjacent Property Owner;

WHEREAS, the Applicant proposes an extension of approval in order to complete the encroachment agreement and to record the 1162 Woodside Avenue Plat Amendment with Summit County;

WHEREAS, on July 15, 2021, the City Council duly noticed a public hearing for the 1162 Woodside Avenue Plat Amendment, conducted a public hearing, and approved a one-year extension; and

WHEREAS, it is in the best interest of Park City, Utah, to approve the extension of the 1162 Woodside Avenue Plat Amendment through July 15, 2022.

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. City Council's June 18, 2020 approval of Ordinance No. 2020-28 is hereby extended through July 15, 2022, subject to the Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. On May 8, 2020, the Applicant submitted a complete Plat Amendment application to the Planning Department to combine Lot 17 and the North ½ of Lot 18, Block 5 of the Snyder's Addition to create one Lot.
2. The property is located at 1162 Woodside Avenue and is designated a Landmark Historic Structure on the Park City Historic Sites inventory.
3. The property is in the Historic Residential – 1 Zoning District.
4. The proposed Lot complies with the Historic Residential – 1 Zoning District requirements outlined in Land Management Code Chapter 15-2.2.
5. The minimum lot area is 1,875 square feet. The proposed lot is 2,813 square feet.
6. The minimum lot width is 25 feet. The proposed lot width is 37.5 feet.
7. The lot depth is 75 feet.
8. The maximum building footprint is 1,201 square feet. New development must comply.
9. The minimum front and rear setbacks are 10 feet. New development must comply.
10. The minimum side setback is three feet. New development must comply.
11. The minimum corner lot setback is five feet. New development must comply.
12. The maximum building height is 27 feet. New development must comply.
13. The proposed complies with Land Management Code Section 15-7.1-6(C)(5) for City Council extension of Plat Amendment approvals.

Conclusions of Law

1. There is Good Cause for this Plat Amendment extension because it removes an internal Lot line and resolves non-compliant side setbacks along the south façade of the Landmark Historic Structure.
2. The Plat Amendment is consistent with the Land Management Code.
3. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
4. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with Utah law, the Land Management Code, and the Conditions of Approval prior to recordation of the plat.
2. The Applicant shall record the plat with Summit County within one year from the date of City Council approval. If recordation has not occurred by July 15, 2022, the plat approval will be void.

3. The plat shall note that fire sprinklers are required for all new or renovation construction on this lot, to be approved by the Chief Building Official.
4. A 10-foot public snow storage easement on 12th Street and Woodside Avenue shall be noted on the plat.
5. The encroachment of the neighboring property at 1158 Woodside Avenue shall be resolved with an encroachment agreement between the two properties prior to recordation of the plat.
6. The property is not located within the Park City Soils Ordinance and is therefore not regulated by the City for mine-related impacts. However, if the property owner does encounter mine waste or mine waste impacted soils, they must handle the material in accordance with State and Federal law.
7. City Engineer review and approval of all lot grading, utility installations, public improvements, and drainage plans for compliance with City standards is a condition precedent to building permit issuance.

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

PASSED AND ADOPTED this 15th day of July, 2021.

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, MAYOR

Date

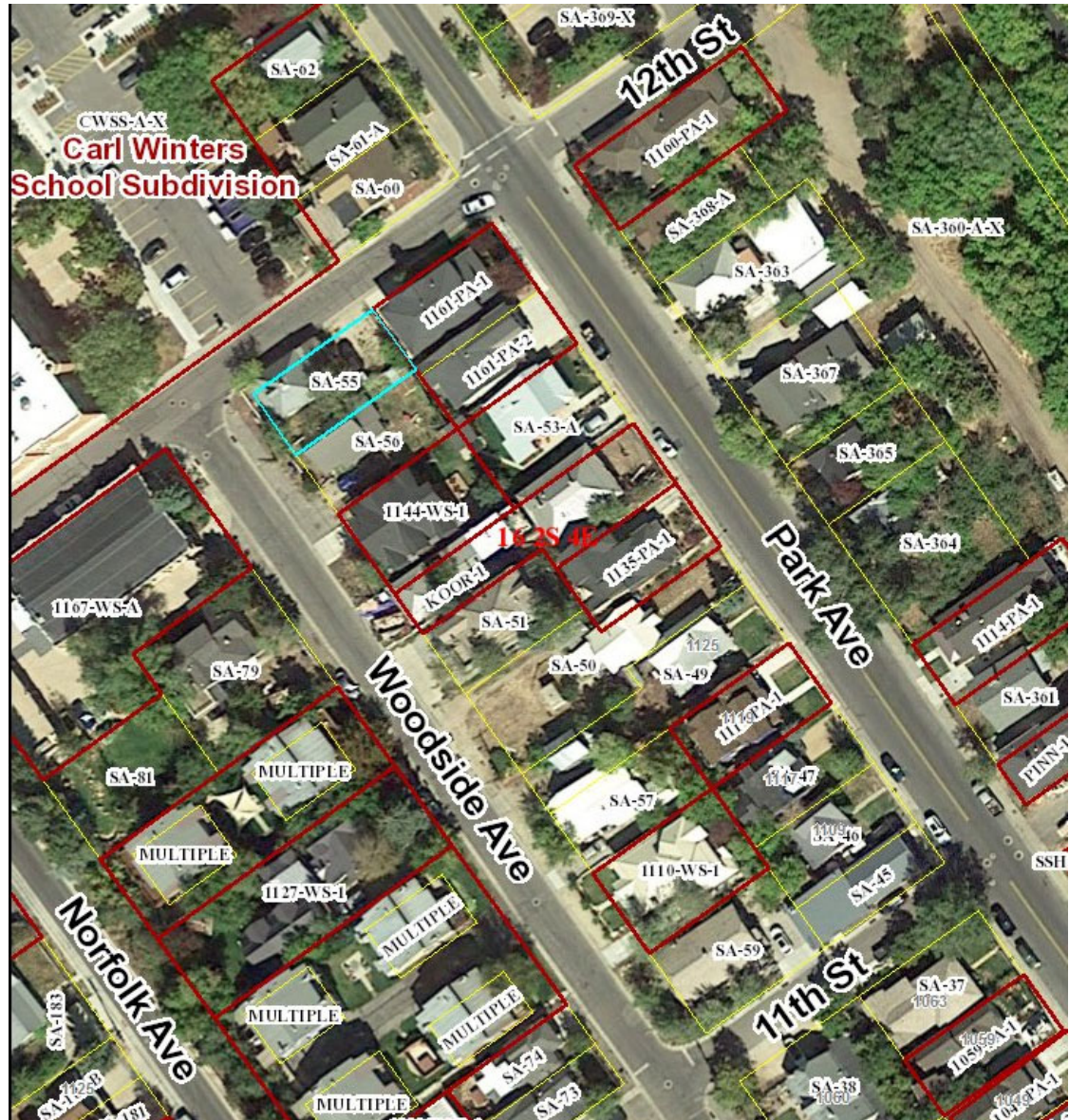
ATTEST:

City Recorder

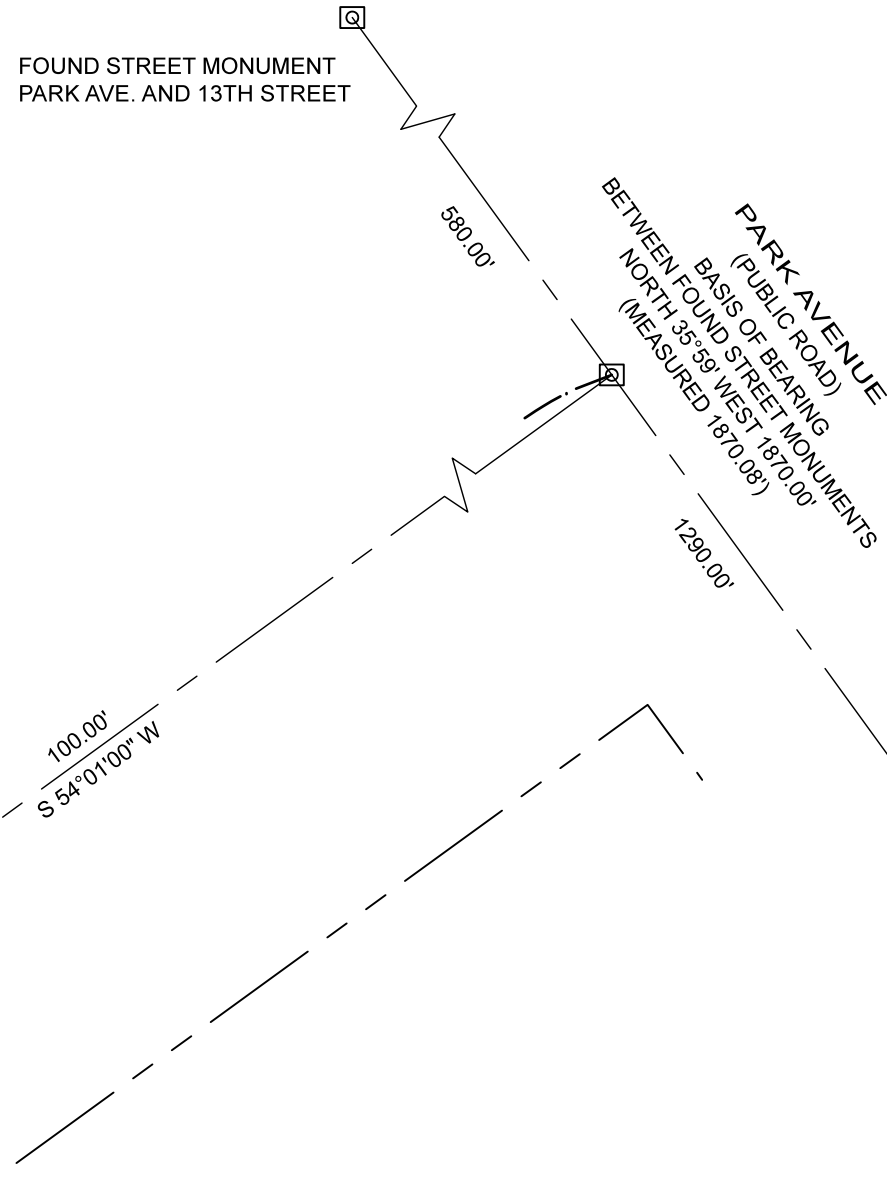
APPROVED AS TO
FORM:

City Attorney's Office

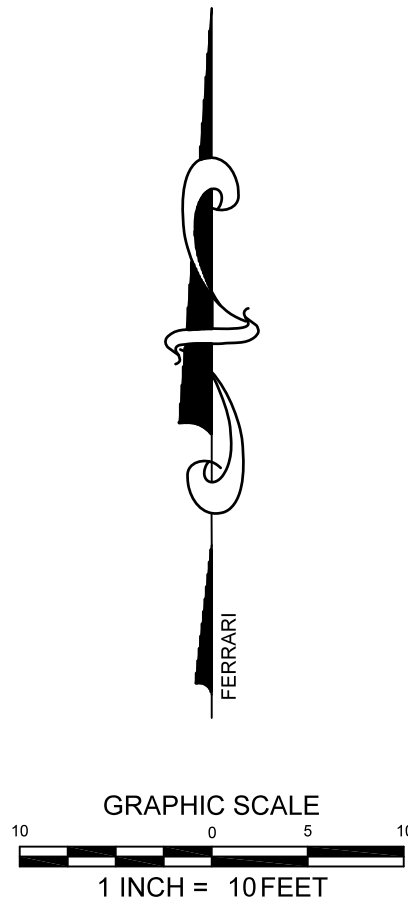
Attachment 1 – Proposed Plat



VICINITY AND ZONING MAP
NOT TO SCALE



1162 WOODSIDE PLAT AMENDMENT
AMENDMENT TO A PORTION OF BLOCK 5
SNYDERS ADDITION TO PARK CITY
LOCATED IN THE NORTHWEST QUARTER OF SECTION 6
TOWNSHIP 2S RANGE 4E
SALT LAKE BASE AND MERIDIAN



CONSENT TO RECORD

STATE OF _____
COUNTY OF _____

THE UNDERSIGNED LIEN HOLDER HEREBY CONSENTS TO THE RECORDATION OF THIS PLAT.

BY _____
AUTHORIZED OFFICIAL

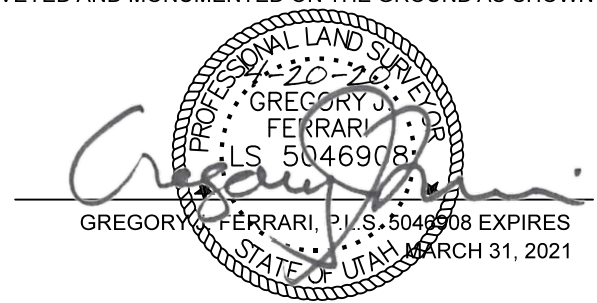
THE FOREGOING CONSENT TO RECORD WAS ACKNOWLEDGED BEFORE ME
THIS _____ DAY OF _____, 2020 BY: _____

MY COMMISSION EXPIRES _____ NOTARY PUBLIC _____

RESIDING IN _____

SURVEYOR'S STATEMENT

I GREGORY J. FERRARI, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 5046908, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREON AND HAVE AMENDED SUBDIVISION PLAT, TOGETHER WITH EASEMENTS, HEREAFTER TO BE KNOWN AS 1162 WOODSIDE PLAT AMENDMENT AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT.



LEGAL DESCRIPTION:

LOT 1:
LOT 17 AND THE NORTH 1/2 OF LOT 18, BLOCK 5, SNYDERS ADDITION TO PARK CITY SURVEY, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD AT THE SUMMIT COUNTY RECORDERS OFFICE.
MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF LOT 17, BLOCK 5, SNYDERS ADDITION TO PARK CITY THENCE SOUTH 35°59'00" EAST 37.50 FEET; THENCE SOUTH 54°01'00" WEST 75.00 FEET; THENCE NORTH 35°59'00" WEST 37.50 FEET; THENCE NORTH 54°01'00" EAST 75.00 FEET TO THE POINT OF BEGINNING.

NOTES:

- MODIFIED 13-D SPRINKLERS WILL BE REQUIRED FOR NEW CONSTRUCTION AS REQUIRED BY THE CHIEF BUILDING OFFICIAL AT THE TIME OF REVIEW OF THE BUILDING PERMIT SUBMITTAL.
- THIS PLAT AMENDMENT IS SUBJECT TO THE CONDITIONS OF APPROVAL OF ORDINANCE 2020-_____.

LEGEND:

— — — — —	PROPERTY LINE	○ 5/8" REBAR & CAP LS359005
— — — — —	ADJOINING PROPERTY LINE	● 5/8" REBAR & CAP LS5046908
— — — — —	CENTER LINE	
— — — — —	LOT LINE	
- - - - -	SNOW STORAGE EASEMENT	

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED ARE THE OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND AND HAVE CAUSED THIS PLAT AMENDMENT TO BE PREPARED TO BE HEREAFTER KNOWN AS THE 1162 WOODSIDE PLAT AMENDMENT
DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL ROADS AND OTHER AREAS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. THE UNDERSIGNED ALSO HEREBY CONVEY ANY OTHER EASEMENTS AS SHOWN ON THIS PLAT TO THE PARTIES INDICATED AND FOR THE PURPOSES SHOWN HEREON.
IN WITNESS WHEREOF THE UNDERSIGNED SET HIS HAND THIS _____ DAY OF _____, 2020.

AL PERKINS

DONNA PERKINS

TUCKER PERKINS

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) SS
ON THIS _____ DAY OF _____, 2020, AL PERKINS
PERSONALLY APPEARED BEFORE ME, WHOSE IDENTITY IS PERSONALLY KNOWN TO ME OR PROVEN ON THE BASIS OF SATISFACTORY EVIDENCE, AND WHO BE ME DULY SWORN/AFFIRMED, THAT HE/SHE ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE 1162 WOODSIDE AVENUE PLAT AMENDMENT.
MY COMMISSION EXPIRES _____ NOTARY PUBLIC _____
RESIDING IN _____

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) SS
ON THIS _____ DAY OF _____, 2020, DONNA PERKINS
PERSONALLY APPEARED BEFORE ME, WHOSE IDENTITY IS PERSONALLY KNOWN TO ME OR PROVEN ON THE BASIS OF SATISFACTORY EVIDENCE, AND WHO BE ME DULY SWORN/AFFIRMED, THAT HE/SHE ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE 1162 WOODSIDE AVENUE PLAT AMENDMENT.
MY COMMISSION EXPIRES _____ NOTARY PUBLIC _____
RESIDING IN _____

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) SS
ON THIS _____ DAY OF _____, 2020, TUCKER PERKINS
PERSONALLY APPEARED BEFORE ME, WHOSE IDENTITY IS PERSONALLY KNOWN TO ME OR PROVEN ON THE BASIS OF SATISFACTORY EVIDENCE, AND WHO BE ME DULY SWORN/AFFIRMED, THAT HE/SHE ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE 1162 WOODSIDE AVENUE PLAT AMENDMENT.
MY COMMISSION EXPIRES _____ NOTARY PUBLIC _____
RESIDING IN _____

FERRARI SURVEYING, LLC

435. 640 . 0412

P.O.BOX 683001

PARK CITY, UT 84068

	PARK CITY MUNICIPAL CORPORATION PASSED THIS 30TH DAY OF JANUARY, 2020 A.D. BY _____ MAYOR, ANDY BEERMAN	PUBLIC SAFETY ANSWERING POINT APPROVAL APPROVED _____ DAY OF _____, 2020 A.D. BY _____ SUMMIT COUNTY GIS COORDINATOR	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON _____ DAY OF _____, 2020 A.D. BY _____ SNYDERVILLE BASIN RECLAMATION DISTRICT	PLANNING COMMISSION APPROVED BY THE LAND USE AUTHORITY THIS ____ DAY OF _____, 2020 A.D. BY _____ PARK CITY PLANNING COMMISSION	CITY ENGINEER I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ____ DAY OF _____, 2020 A.D. BY _____ PARK CITY ENGINEER	APPROVAL AS TO FORM APPROVED AS TO FORM THIS ____ DAY OF _____, 2020 A.D. BY _____ CITY ATTORNEY, MARK HARRINGTON	CERTIFICATE OF ATTEST I CERTIFY THIS PLAT MAP WAS APPROVED BY THE LAND USE AUTHORITY THIS ____ DAY OF _____, 2020 A.D. BY _____ CITY RECORDER, MICHELLE KELLOGG	RECORDED STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____ DATE _____ TIME _____ BOOK _____ PAGE _____ ENTRY NO. _____ FEE _____ COUNTY RECORDER _____
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Council Agenda Item Report

Meeting Date: July 15, 2021

Submitted by: Rebecca Ward

Submitting Department: Planning

Item Type: Staff Report

Agenda Section:

Subject:

901 Woodside Avenue – Conditional Use Permit – The City Council Will Consider a Remand for a Conditional Use Permit to Construct a Garage Under a Landmark Historic Structure within the Side Setback. The Remand Will Consider Moving the Proposed Garage to the North Side Under the Bay Window, Eliminating the Driveway Encroachment in the 9th Street Right-of-Way

(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[901 Woodside Avenue Staff Report](#)

[Exhibit A: Draft Final Action Letter](#)

[Exhibit B: Historic Site Form](#)

[Exhibit C: Proposed Plans](#)

[Exhibit D: Background](#)

[Exhibit E: Existing Conditions](#)

[Exhibit F: Birdseye Images](#)

[Exhibit G: Public Input](#)

City Council Staff Report



Subject: 901 Woodside Avenue
Application: PL-19-04152
Author: Rebecca Ward
Date: July 15, 2021
Type of Item: Administrative – Conditional Use Permit Remand

Recommendation

(I) Review the proposal to locate a basement with a garage under the bay window of a Landmark Historic Structure within the Historic Building Footprint, (II) conduct a public hearing, and (III) consider approving the Conditional Use Permit remand based on the Findings of Facts, Conclusions of Law, and Conditions of Approval outlined in the draft Final Action Letter (Exhibit A).

Description

Applicant: Jerry Fiat, represented by architect Jonathan DeGray

Location: 901 Woodside Avenue

Zoning District: Historic Residential – 1

Application: Conditional Use Permit to Construct a Basement Addition with a Garage within the Historic Building Footprint of a Landmark Historic Structure that Encroaches into Side Setbacks

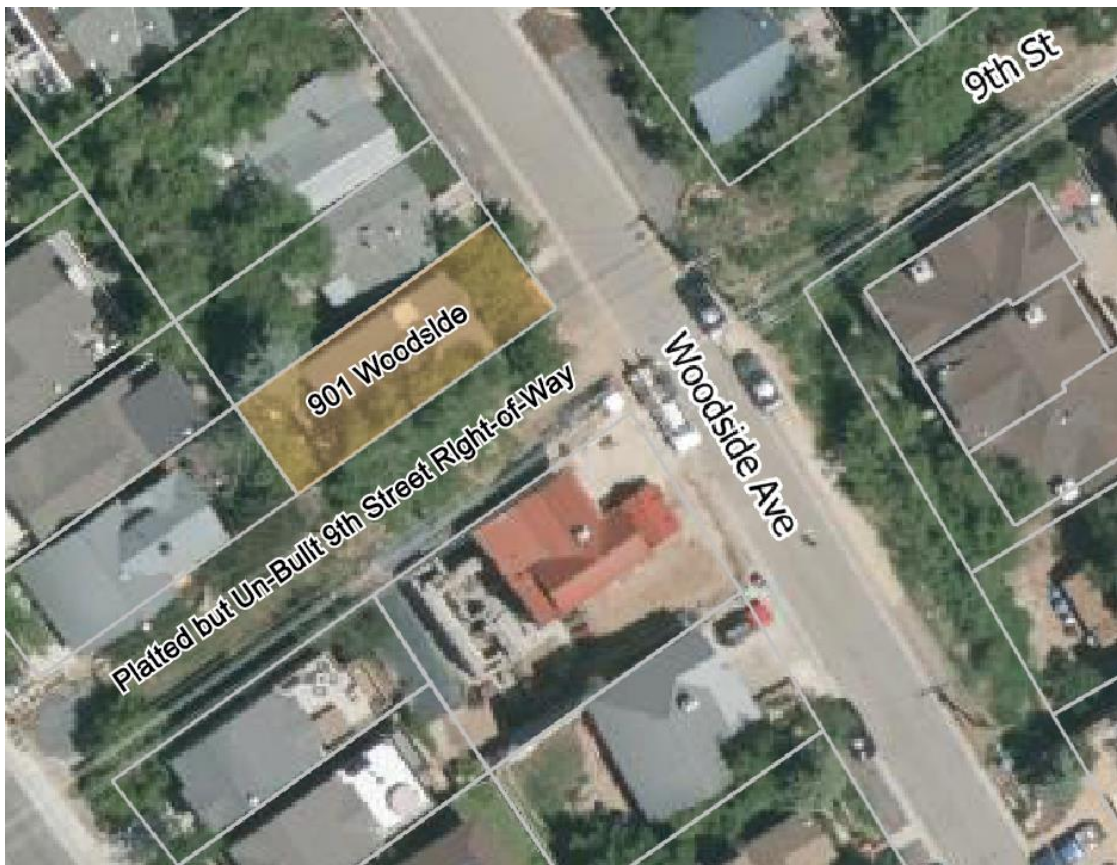
Reason for Review: The City Council may call up any Final Action taken by the Planning Commission for review.¹ The Application before the City Council is a remand of City Council's December 19, 2019 call up of a split vote by the Planning Commission on November 13, 2019 for a Conditional Use Permit to construct a basement and garage addition with a private driveway in the platted but un-built 9th Street right-of-way

Summary

Constructed circa 1905, 901 Woodside Avenue is a two-story Landmark Historic Structure on the Park City Historic Sites Inventory in the Historic Residential – 1 Zoning District (Exhibit B).

The Applicant originally proposed construction of a basement with a garage under the porch of the Structure with a private driveway over the platted but un-built 9th Street right-of-way. The Applicant now proposes constructing a basement within the Historic Footprint of the building, which encroaches into the side Setback, with a garage addition under the bay window (Exhibit C).

¹ LMC [§ 15-1-18\(K\)](#).



Background

901 Woodside Avenue—a Landmark Historic Structure on the [Park City Historic Sites Inventory](#)—was constructed circa 1905, does not meet side Setback requirements, and encroaches over the north and south property lines. Historic Structures built to property lines with encroachments are common in the Historic Districts and the Land Management Code (LMC) allows for exceptions through a Conditional Use Permit to preserve the Historic Structures.

In 2019, the Applicant submitted a Historic District Design Review and Conditional Use Permit application to rehabilitate the 901 Woodside Avenue Landmark Historic Structure and to build an addition, proposing in part to construct a basement garage that would be accessed by a private driveway constructed in the platted but un-built 9th Street right-of-way.²

On August 7, 2019, the Historic Preservation Board reviewed and approved the Material Deconstruction of Historic material and the panelization (disassembly and reassembly) of the Landmark Historic Structure ([Staff Report](#); [Minutes](#), p. 11) to accommodate the proposed rehabilitation and addition. The Historic Preservation Board approval was the first step in the Historic District Design Review application. Staff approval of the proposed design for conformance with LMC [Chapter 15-13](#), *Design Guidelines For Historic Districts And Sites*, is pending.

On August 14, 2019, the Planning Commission approved a Conditional Use Permit to construct a basement within the Historic Building Footprint of the Landmark Historic Structure ([Staff Report](#); [Minutes](#), p. 46). On the same date, the Planning Commission also reviewed the Conditional Use Permit to construct a private driveway in the platted but un-built 9th Street right-of-way and continued the discussion to September 11, 2019 ([Staff Report](#); [Minutes](#), p. 51), which the Commission continued again to September 25, 2019 ([Staff Report](#); [Minutes](#), p. 2), and again to November 13, 2019.

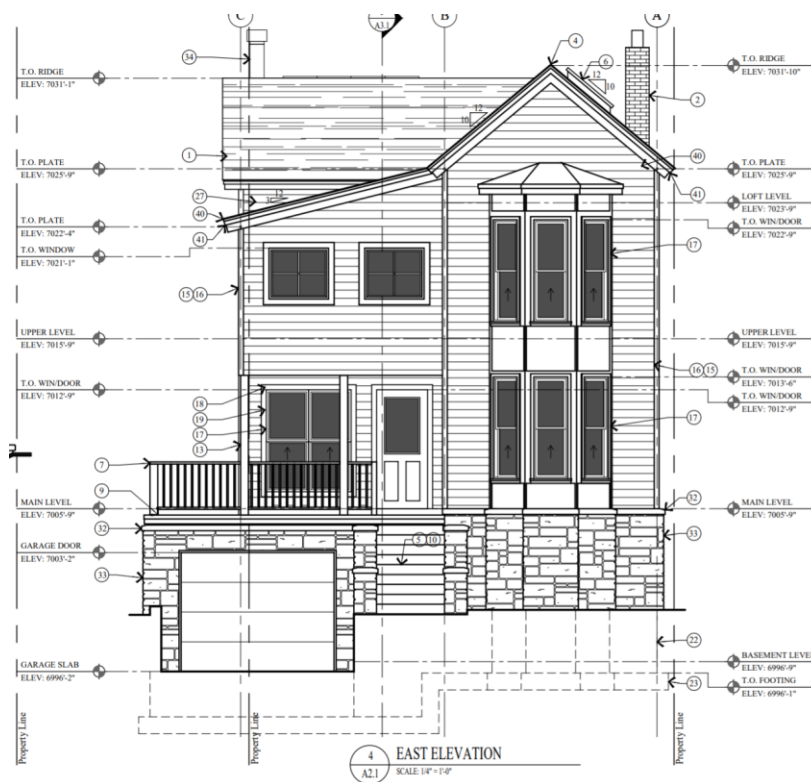
On November 13, 2019, the Planning Commission voted three for and three against the Conditional Use Permit to construct a private driveway in the platted but un-built 9th Street right-of-way to access the garage proposed to be constructed under the porch of 901 Woodside Avenue and the motion failed ([Staff Report](#); [Minutes](#), p. 8). On December 19, 2019, the City Council called up the failed Conditional Use Permit and unanimously voted to deny the Conditional Use Permit ([Staff Report](#); [Minutes](#), p. 17). Since the 2019 denial, the Applicant has been working with staff to explore possible designs that do not require private use of the platted but un-built 9th Street right-of-way.

The images below illustrate some of the iterations proposed for the project. The first image shows the proposal the City Council denied and is taken from [Exhibit A](#) of the December 19, 2019 City Council [Staff Report](#). The proposal included landscaping and stairs for public use to connect Woodside Avenue to Norfolk Avenue:

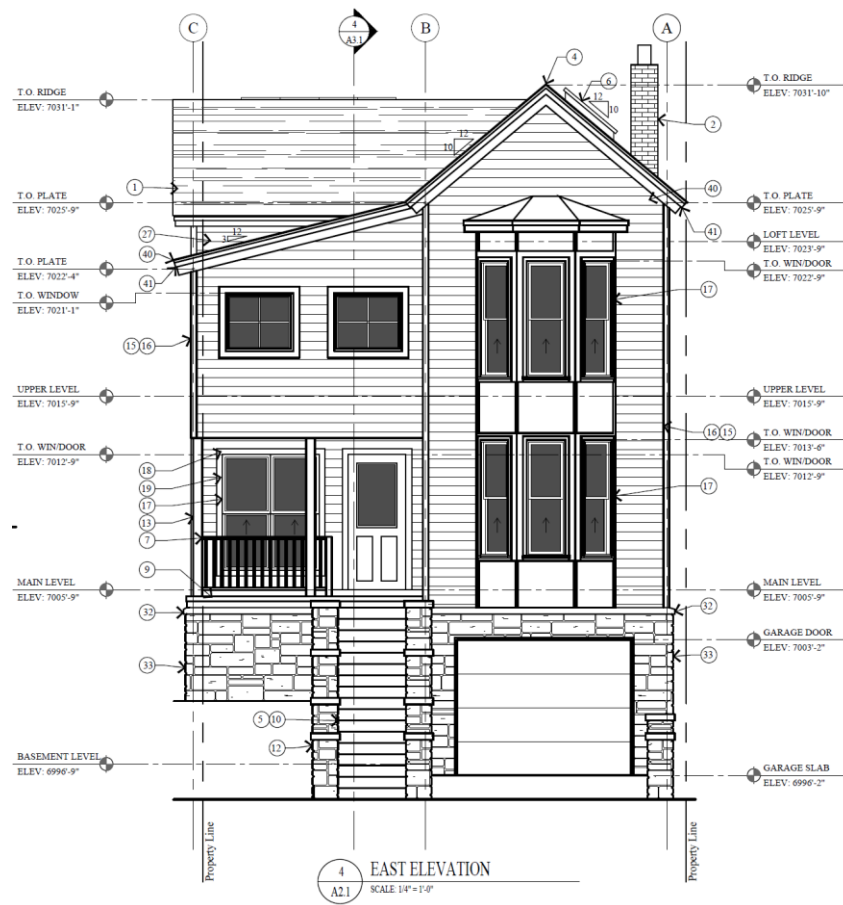
² The section of the Land Management Code allowing the Planning Commission to approve a Conditional Use Permit for private use of the platted but un-built rights-of-way has since been repealed. A replacement code is pending Planning Commission review with a recommendation to City Council.



After the City Council denied the Conditional Use Permit for private use of the platted un-built 9th Street right-of-way, the Applicant revised the plans shown below, taken from [Exhibit E](#) to the February 3, 2021 Historic Preservation Board [Staff Report](#), to reduce use of the platted but un-built 9th Street right-of-way:



On February 3, 2021, the Historic Preservation Board approved Material Deconstruction to accommodate the proposed basement-level garage that extended from the porch into the platted but un-built 9th Street right-of-way, but reduced the extent of the private use of the right-of-way ([Staff Report](#), [Minutes](#), p. 26). However, the Historic Preservation Board expressed concern with the design regarding the revised porch and offset garage and asked staff to continue to work on these matters as staff considered the Historic District Design Review process. Additionally, staff received substantial public comment requesting re-consideration of locating the garage on the north side of the Structure under the bay window. Accordingly, since the Historic Preservation Board meeting in 2021, the Applicant continued to work with staff and now proposes locating the garage under the bay window to eliminate access from the platted but un-built 9th Street right-of-way:



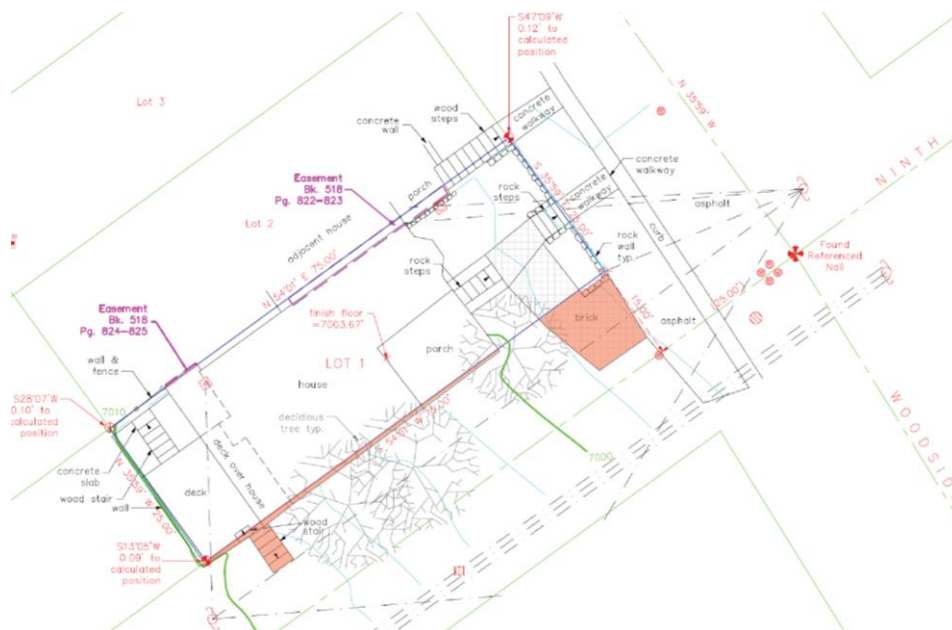
Planning Department staff is supportive of the garage under the bay window and finds that it complies with LMC [§ 15-13-2](#), *Design Guidelines For Historic Residential Sites*. However, staff has not yet approved the Historic District Design Review application because approval is contingent upon City Council approval of the Conditional Use Permit to construct the basement and garage within the Historic Building Footprint and side Setback of the Landmark Historic Site.

Please see Exhibit D for a full outline of previous staff, Historic Preservation Board, Planning Commission, and City Council reports, exhibits, and meeting minutes regarding this property.

Analysis

901 Woodside Avenue was constructed circa 1905 and does not meet side Setbacks for 25-foot-wide Lots in the Historic Residential – 1 Zoning District, which are three feet.³ However, Historic Structures that do not comply with Setbacks are valid Non-Complying Structures.⁴

The Landmark Historic Structure also encroaches over the north and south property lines. The image below is taken from the Applicant's Existing Conditions submission (Exhibit E). Two easements are recorded with the county for the encroachments along the northern boundary of the property. Condition of Approval 3 requires the Applicant to enter into an encroachment agreement with the City for the encroachments into the platted but un-built 9th Street right-of-way along the southern boundary of the property, highlighted by staff in red, which have already been partially mitigated due to adjacent construction:



Historic Structures that do not comply with Setbacks and encroach onto neighboring properties are common in the Historic Districts. The LMC outlines provisions exempting these Historic Structures. The purposes of the Historic Residential – 1 Zoning District include preservation of Historic Structures.⁵ To achieve new construction consistent with

³ LMC [§ 15-2.2-3\(I\)](#).

⁴ LMC [§ 15-2.2-4](#).

⁵ LMC [§ 15-2.2-1\(B\)](#).

the Historic District Design Guidelines outlined in LMC [Chapter 15-13](#), the Planning Commission may grant a Conditional Use Permit for an exception to Setback and driveway location standards for additions to Historic Structures.⁶ In this case, the City Council may grant the Conditional Use Permit for the exception to Setback and driveway location standards on remand from the December 19, 2019 City Council denial of the Conditional Use Permit call up.

The City Council may issue a Conditional Use Permit for a basement addition within a Historic Building Footprint that does not meet Setbacks when four criteria are met:

1. The scale of the addition and driveway is compatible with the Historic Structure;
2. The addition complies with all other provisions of the Historic Residential – 1 Zoning District requirements;
3. The addition complies with the Building and Fire Codes; and
4. The addition complies with the Design Guidelines for Historic Districts and Sites.

The proposed basement addition and garage under the bay window meets the four criteria, outlined below.

1. The Scale of the Addition and Driveway is Compatible with the Landmark Historic Structure.

LMC [§ 15-13-2\(B\)\(5\)\(b\)](#) outlines requirements for a Landmark Historic Structure basement addition with a garage:

Design Guidelines	Proposal
The basement addition must not raise the Landmark Historic Structure more than two feet from its original elevation	Condition of Approval 4
The basement garage addition must not extend beyond the exterior wall planes of the Landmark Historic Structure's primary or secondary facades	Complies – the basement garage addition is proposed to be constructed within the Historic Building Footprint.
The vertical wall area of a basement garage addition that is visible from the primary public right-of-way shall be visually minimized. It is preferential for the garage opening to be setback from the wall plane of the historic structure in order to diminish the presence of the garage	Complies – the bay window will extend beyond the wall plane of the basement garage addition and a portion of the Historic foundation will be preserved to delineate between the upper level and basement garage.

⁶ LMC [§ 15-2.2-4\(A\)](#).

After construction of the basement garage addition, the Landmark Historic Site shall be re-graded to approximate the grading prior to the construction of the addition	Condition of Approval 5
The single vehicle garage door shall not exceed nine feet in width and nine feet in height	Complies – the garage addition is no larger than nine feet in width and nine feet in height
Glazing on garage doors shall be limited to no more than 30% of the garage door	Complies – no glazing is proposed for the garage door
Single-car-wide tandem garages are recommended	Complies – a single-car garage is proposed

2. The Addition Complies with all other Provisions of the Historic Residential – 1 Zoning District Requirements.

LMC [§ 15-2.2-3](#) outlines the Lot and Site requirements for the Historic Residential – 1 Zoning District:

Requirement	Proposal
Minimum Lot Area for a Single-Family Dwelling is 1,875 square feet	Complies – the Lot is 1,875 square feet
Minimum Lot width is 25 feet	Complies – the Lot is 25 feet wide
Maximum Building Footprint is $(A/2) \times 0.9^{A/1875}$ for a total of 844 square feet	Condition of Approval 6 – the final Historic District Design Review Plans shall not exceed the Historic Building Footprint or 844 square feet, whichever is greater
Front and Rear Setbacks for Lots up to 75 feet in depth are 10 feet each	Complies – the Front and Rear Setbacks exceed 10 feet
Side Setbacks for Lots up to 25 feet in width are three feet each	Non-Complying – LMC § 15-2.2-4 establishes Historic Structures as valid Non-Complying Structures and exempts Historic Structures from Setback requirements.

Site plans and Building designs must resolve snow release issues to the satisfaction of the Chief Building Official.	Condition of Approval 7
No visual obstruction in excess of two feet in height above road Grade shall be placed on any Corner Lot within the Site Distance Triangle.	Condition of Approval 8

3. The Addition Complies with the Building and Fire Codes.

The Development Review Committee reviewed the proposed plans for conformance with Building and Fire Codes. To locate the garage under the bay window, the Applicant will need to finance the relocation of a fire hydrant in the Woodside Avenue right-of-way, which has been preliminarily reviewed and is subject to approval by Public Works, Engineering, and the Park City Fire District (Condition of Approval 13).

4. The Addition Complies with the Design Guidelines for Historic Districts and Sites.

LMC [§ 15-13-2\(A\)](#) outlines the Universal Design Guidelines for Historic Structures:

Universal Design Guideline	Proposal
The Site should be used as it was historically	The Site will continue as a residential use
Changes that have acquired historic significance should be retained and preserved	Not applicable
The Historic exterior features of a Building should be retained and preserved	On August 7, 2019, the Historic Preservation Board approved panelization of the Landmark Historic Structure with Conditions of Approval requiring preservation of the exterior features, pursuant to the Historic Preservation Plan and Financial Guarantee required by the Applicant to ensure the preservation of Historic Materials.

Distinctive materials, components, finishes, and examples of craftsmanship should be retained and preserved	Condition of Approval 9 This will be addressed in the Historic Preservation Plan for the site, pending staff approval of the Historic District Design Review.
Deteriorated or damaged Historic features and elements should be repaired rather than replaced.	Condition of Approval 10 This will be addressed as part of the staff-level approval of the Historic District Design Review.
The Site should be recognized as a physical record of its time, place, and use. Owners are discouraged from introducing architectural elements or details that visually modify or alter the original building design when no evidence of such elements or details exist.	The proposal is to rehabilitate the Landmark Historic Structure. The August 7, 2019 Historic Preservation Board approval outlines the requirements to rehabilitate the roof, chimney, exterior walls, foundation, porch, doors, and windows (Staff Report ; Minutes , p. 11).
Chemical or physical treatments, if appropriate, should be undertaken using recognized preservation methods and should not alter appearance.	Condition of Approval 11 The Historic Preservation Plan that is required pursuant to the staff-level Historic District Design Review will outline the preservation treatments.
New construction should not destroy Historic materials, features, and spatial relationships that characterize the Historic Structure. New Construction should be differentiated from the Historic Structure while also maintaining compatibility with the Historic Structure in materials, features, size, scale, and proportion, and massing to protect the integrity of the Historic Structure, the Historic Site, and its environment.	The basement garage will be distinguished from the main level through preservation of the Historic stone foundation to distinguish the basement addition from the Landmark Historic Structure. Staff notes that the Planning Commission recently approved a similar Conditional Use Permit for the adjacent property to the north, 909 Woodside Avenue (Staff Report ; Audio).

Pending City Council approval of the Conditional Use Permit, staff will work with the Applicant to verify compliance with the Historic District Design Guidelines prior to approval of the Historic District Design Review.

Department Review

The Development Review Committee and Planning, Engineering, and Legal Departments reviewed this application.

Notice

Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on June 30, 2021. Staff mailed courtesy notice to property owners within 300 feet on June 30, 2021. The *Park Record* published notice on June 30, 2021.⁷

Public Input

Please see Exhibit G.

Alternatives

- The City Council may approve the Conditional Use Permit for the basement addition with a garage within the Historic Building Footprint;
- The City Council may deny the Conditional Use Permit for the basement addition with a garage within the Historic Building Footprint and direct staff to make Findings for the denial; or
- The City Council may request additional information and continue the Conditional Use Permit for the basement addition with a garage within the Historic Building Footprint to a date certain.

Exhibits

Exhibit A: Draft Final Action Letter

Exhibit B: Historic Site Form

Exhibit C: Proposed Plans

Exhibit D: Background Information

Exhibit E: Existing Conditions

Exhibit F: Birdseye Images

Exhibit G: Public Input

⁷ LMC [§ 15-1-21](#).



Planning Department

July 15, 2021

Jonathan DeGray
614 Main Street, Suite 302
Park City, Utah 84060
435-649-7263
degrayarch@qwestoffice.net

CC: Jerry Fiat

NOTICE OF CITY COUNCIL ACTION

Description

Address: 901 Woodside Avenue

Zoning District: Historic Residential – 1

Application: Conditional Use Permit to Construct a Basement Addition with a Garage within the Historic Building Footprint of a Landmark Historic Structure that Encroaches into Side Setbacks

Project Number: PL-19-04512

Action: APPROVED WITH CONDITIONS (See Below)

Date of Final Action: July 15, 2021

Action Taken

On July 15, 2021, the City Council conducted a public hearing and approved the Conditional Use Permit to Construct a Basement Addition with a Garage within the Historic Building Footprint of a Landmark Historic Structure that Encroaches into Side Setbacks according to the following findings of fact, conclusions of law, and conditions of approval:

Findings of Fact

1. 901 Woodside Avenue is a two-story Single-Family Dwelling constructed circa 1905.
2. 901 Woodside Avenue is designated a Landmark Historic Structure on the Park City Historic Sites Inventory.
3. On November 11, 2018, the Applicant submitted a Historic District Design Review Pre-Application to renovate the Landmark Historic Structure under the 2018 Design Guidelines for Historic Sites. The proposal included a garage under the structure with



Planning Department

access on the southern façade through a private driveway proposed to be constructed within the 9th Street platted but un-built right-of-way.

4. On December 5, 2018, the Design Review Team reviewed the Pre-Application and provided input.
5. On February 15, 2019, the Applicant submitted a full Historic District Design Review Application.
6. On March 11, 2019, the Applicant submitted a Conditional Use Permit for (I) a private driveway in the platted, un-built right-of-way; and (II) a side setback exception for a new basement addition to the Landmark Historic Structure.
7. On April 19, 2019, staff deemed the applications complete.
8. On August 7, 2019, the Historic Preservation Board approved (I) material deconstruction of the roof, chimney, exterior walls, foundation, porch, doors, and windows to accommodate rehabilitation of the Landmark Historic Structure; and (II) disassembly and reassembly (panelization) of the Structure.
9. On August 14, 2019, the Planning Commission approved the Conditional Use Permit to construct a basement within the footprint of the Landmark Historic Structure.
10. On August 14, 2019, the Planning Commission reviewed the Conditional Use Permit to construct a private driveway in the platted but un-built 9th Street right-of-way and continued the discussion to September 11, 2019.
11. On September 11, 2019, the Planning Commission continued the discussion to September 25, 2019, and again to November 13, 2019.
12. On November 13, 2019, the Planning Commission voted three for and three against the Conditional Use Permit to construct a private driveway in the platted and un-built 9th Street right-of-way and the motion failed.
13. On November 21, 2019, staff recommended the City Council call up the Conditional Use Permit for review.
14. On December 19, 2019, the City Council called up the Conditional Use Permit for the private driveway in the platted but un-built 9th Street right-of-way and unanimously voted to deny the Conditional Use Permit.
15. Since denial of the Conditional Use Permit, the Applicant has been working with staff to explore possible designs that do not require private use of the platted but un-built 9th Street right-of-way.
16. On February 3, 2021, the Historic Preservation Board reviewed modified plans for a garage addition under the porch that would mitigate the extent to which the platted but un-built 9th Street right-of-way would be used for a private driveway.
17. The Applicant continued working with staff and now proposes placing the garage under the bay window, eliminating any private use of the platted but un-built 9th Street right-of-way for access.
18. The Landmark Historic Structure is in the Historic Residential – 1 Zoning District.



Planning Department

19. The Landmark Historic Structure does not comply with side Setbacks for 25-foot-wide Lots, which must be three feet.
20. Historic Structures that do not comply with Setbacks are valid Non-Complying Structures.
21. The Landmark Historic Structure encroaches over the north and south property lines.
22. Two easements are recorded with the county for the encroachments along the northern boundary of the property.
23. The Applicant must enter into an encroachment agreement with the City for encroachments into the 9th Street right-of-way.
24. To preserve Historic Structures, the Land Management Code outlines a process for Property Owners to add to a Historic Structure that encroaches into Setbacks through a Conditional Use Permit.
25. The City may issue the Conditional Use Permit when four criteria are met: (a) the scale of the addition and driveway is compatible with the Historic Structure; (b) the addition complies with all other provisions of the Historic Residential – 1 Zoning District requirements; (c) the addition complies with Building and Fire Codes; and (d) the addition complies with the Design Guidelines for Historic Districts and Sites.
26. The scale of the addition and driveway is compatible with the Landmark Historic Structure.
27. The basement will not raise the Landmark Historic Structure more than two feet from its original elevation.
28. The basement garage addition is proposed to be constructed within the Historic Building Footprint.
29. The bay window will extend beyond the wall plane of the basement garage addition and a portion of the Historic foundation will be preserved to delineate between the upper level and basement garage.
30. The garage addition is no larger than nine feet in width and nine feet in height.
31. No glazing is proposed for the garage door.
32. A single-car garage is proposed.
33. The addition complies with all other provisions of the Historic Residential – 1 Zoning District requirements.
34. Minimum Lot area for a Single-Family Dwelling is 1,875 square feet. The Lot is 1,875 square feet.
35. Minimum Lot width is 25 feet. The Lot is 25 feet wide.
36. The Maximum Building Footprint for a 1,875-square-foot Lot is 844 square feet. Condition of Approval X requires the final Historic District Design Review plans to not exceed the Historic Building Footprint or 844 square feet, whichever is greater.
37. Front and Rear Setbacks for Lots up to 75 feet in depth are 10 feet each. The Front and Rear Setbacks exceed 10 feet.



Planning Department

38. Side Setbacks for Lots up to 25 feet in width are three feet each. The Landmark Historic Structure is a Non-Complying Structure and is exempt pursuant to LMC Section 15-2.2.-4.
39. The addition complies with the Building and Fire Codes.
40. The addition complies with the Design Guidelines for Historic Districts and Sites and requires staff-level Historic District Design Review approval.

Conclusions of Law

1. The Application complies with Land Management Code § 15-2.2-4 and § 15-13-2(B)(5)(b).
2. The Use will be Compatible with surrounding Structures in Use, scale, mass, and circulation.
3. The effects of any differences in Use or scale have been mitigated through careful planning.

Conditions of Approval

1. Conditions of Approval for the August 7, 2019 and February 3, 2021 Historic Preservation Board are incorporated herein.
2. The Applicant must complete a full Historic District Design Review approval, including a public hearing and public notice to property owners within 100 feet of 901 Woodside Avenue.
3. The Applicant shall enter into an encroachment agreement with the City for the minor encroachments of the Landmark Historic Structure into the platted but un-built 9th Street right-of-way.
4. The basement addition must not raise the Landmark Historic Structure more than two feet from its original location.
5. After construction of the basement garage addition, the Landmark Historic Site shall be re-graded to approximate the grading prior to the construction of the addition.
6. The final Historic District Design Review Plans shall not exceed the Historic Building Footprint or 844 square feet, whichever is greater.
7. Site plans and Building designs must resolve snow release issues to the satisfaction of the Chief Building Official.
8. No visual obstruction in excess of two feet in height above road Grade shall be placed on any Corner Lot within the Site Distance Triangle.
9. Distinctive materials, components, finishes, and examples of craftsmanship should be retained and preserved.
10. Deteriorated or damaged Historic features and elements should be repaired rather than replaced.
11. Chemical or physical treatments, if appropriate, should be undertaken using recognized preservation methods and should not alter appearance.



Planning Department

12. The Applicant shall complete the Historic District Design Review staff-level approval, public hearing, and 30-day appeal period.
13. To locate the garage under the bay window, the Applicant shall finance the relocation of the fire hydrant, subject to City review and approval.

If you have questions or concerns regarding this Final Action Letter, please call 385-290-0789 or email rebecca.ward@parkcity.org.

Sincerely,

Andy Beerman, Mayor

CC: Gretchen Milliken, Planning Director
Rebecca Ward, Land Use Policy Analyst

HISTORIC SITE FORM

UTAH STATE HISTORIC PRESERVATION OFFICE

(10-91)

1 IDENTIFICATION

Name of Property: **Frank Harding House**

Address: **901 Woodside Avenue**

Twtnshp Range Section:

City, County: **Park City, Summit, Utah**

UTM:

Current Owner Name: **901 Woodside LLC**

USGS Map Name & Date: **Park City West**

Current Owner Address: **PO Box 4581**

Quad/2011

Park City, UT 84060-4581

Tax Number: **SA-98**

Legal Description (include acreage): **LOT 1 BLK 10 SNYDERS ADDITION TO PARK CITY IQC-36 M6-288 M40-260 M19-615 M24-489-665-666 M67-423 M93-656 M128-129 1457-664 1638-1498 1924-1067; 0.04 AC**

2 STATUS/USE

Property Category

☒ building(s)

☐ structure

☐ site

☐ object

Evaluation

☒ eligible/contributing

☐ ineligible/non-contributing

☐ out-of-period

Use

Original Use: **single dwelling**

Current Use: **single dwelling**

3 DOCUMENTATION

Photos: Dates

☒ digital: **Nov. 2013 (3)**

☒ prints: **2006, 1995, 1940s**

☐ historic:

Drawings and Plans

☐ measured floor plans

☐ site sketch map

☐ Historic American Bldg. Survey

☐ original plans available at:

☐ other:

Research Sources (check all sources consulted, whether useful or not)

☒ abstract of title

☒ tax card & photo

☐ building permit

☐ sewer permit

☒ Sanborn Maps

☐ obituary index

☐ city directories/gazetteers

☒ census records

☐ biographical encyclopedias

☐ newspapers

☒ city/county histories

☐ personal interviews

☐ USHS History Research Center

☒ USHS Preservation Files

☐ USHS Architects File

☐ LDS Family History Library

☒ local library: **Park City Museum**

☐ university library(ies):

Bibliographical References (books, articles, interviews, etc.)

Attach copies of all research notes, title searches, obituaries, and so forth.

Boutwell, John Mason and Lester Hood Woolsey. *Geology and Ore Deposits of the Park City District, Utah*. White Paper, Department of the Interior, United States Geological Survey. Washington: Government Printing Office, 1912.

Carter, Thomas and Peter Goss. *Utah's Historic Architecture, 1847-1940*. Salt Lake City: Center for Architectural Studies, Graduate School of Architecture, University of Utah and Utah State Historical Society, 1988.

Hampshire, David, Martha Sonntag Bradley and Allen Roberts. *A History of Summit County*. Coalville, UT: Summit County Commission, 1998.

National Register of Historic Places. Park City Main Street Historic District. Park City, Utah, National Register #79002511.

Peterson, Marie Ross and Mary M. Pearson. *Echoes of Yesterday: Summit County Centennial History*. Salt Lake City: Daughters of Utah Pioneers, 1947.

Pieros, Rick. *Park City: Past & Present*. Park City: self-published, 2011.

Randall, Deborah Lyn. *Park City, Utah: An Architectural History of Mining Town Housing, 1869 to 1907*. Master of Arts thesis, University of Utah, 1985.

Ringholz, Raye Carleson. *Diggings and Doings in Park City: Revised and Enlarged*. Salt Lake City: Western Epics, 1972.

Ringholz, Raye Carleson and Bea Kummer. *Walking Through Historic Park City*. Self-published, 1984.

Thompson, George A., and Fraser Buck. *Treasure Mountain Home: Park City Revisited*. Salt Lake City: Dream Garden Press, 1993.

Researcher/Organization: Daniel Carmen / CRSA Architecture

Date: July 2015

4 ARCHITECTURAL DESCRIPTION

Building Style/Type: cross-wing type / Victorian Eclectic style No. Stories: 2
Foundation Material: stone Wall Material(s): wood drop siding and fishscale shingles
Additions: none ☒ minor major (describe below) Alterations: none ☒ minor major (describe below)
Number of associated outbuildings 0 and/or structures 0.

Briefly describe the principal building, additions or alterations and their dates, and associated outbuildings and structures. Use continuation sheets as necessary.

901 Woodside is a two story cross-wing type house that has undergone minimal changes. The cross-wing, also known as a T/L cottage, is one of the main three house types built during the historic Park City mining era. The second story porch area shown in the tax photo was enclosed sometime between 1958 and 1995. The cross gable roof appears to be sheathed with composition shingles, although the roof is difficult to see in available images. The house is clad with drop-novelty wood siding and has fishscale shingles on the projecting bay. The stone foundation is visible at the lower part of the house. There are a few decorative elements on the house, like a decorative barge board in the front gable and wood trim on the eaves of the projecting bay. The house was clad with bricktex siding, shown in the 1940s tax photo, but this was removed to expose the original siding underneath. The windows appear to be unchanged over time, with the exception of the windows added when the porch was enclosed. The windows on the projecting bay are all one-over-one double hung sash type windows; there is one window on each side of the bay at both the first and second levels of the house. The enclosed porch has several pairs of one-over-one double hung sash windows placed across it. The first floor porch is covered by the enclosed second floor porch, which is supported by square wood posts with a simple wood railing running between them. Stone clad stairs lead up to the porch from the yard. There is a stone retaining wall that runs along the sidewalk. The overall form and materiality of the building remains intact and the building retains its historic value.

5 HISTORY

Architect/Builder: **unknown**

Date of Construction: **c. 1905**

Historic Themes: Mark themes related to this property with "S" or "C" (S = significant, C = contributing).
(see instructions for details)

☐ Agriculture	☐ Economics	☒ Industry	☐ Politics/ Government
☒ Architecture	☐ Education	☐ Invention	☐ Religion
☐ Archeology	☐ Engineering	☐ Landscape	☐ Science
☐ Art	☐ Entertainment/ Recreation	☐ Architecture	☐ Social History
☐ Commerce	☐ Ethnic Heritage	☐ Law	☐ Transportation
☐ Communications	☐ Exploration/ Settlement	☐ Literature	☒ Other: Mining
☐ Community Planning & Development	☐ Health/Medicine	☐ Maritime History	
☐ Conservation		☐ Military	
		☐ Performing Arts	

Write a chronological history of the property, focusing primarily on the original or principal owners & significant events. Explain and justify any significant themes marked above. Use continuation sheets as necessary.

This house was built while the land was under the ownership of the Park City Townsite Corporation, and could have been used to house workers at that time. Frank Harding was the first individual to own the property, having purchased it in 1890. A Frank Harding was stationed as postmaster for Park City in 1889, but no other information could be found on him. He sold the property to Walter Scott in 1896. Walter Scott was born in Denmark and came to the U.S. in 1865. He worked as a clerk for a mining company. He transferred the property to Altissa Scott in 1896. There are very few mentions of an Altissa Scott in available records, and not much is known of her. The house was vacant during the 1910 census, and was sold to Nels Christian Anderson in 1912.

Nels Anderson lived in Park City at the time of the 1910 census, and worked as a millman at a concentrating mill. He lived on Park Avenue at that time with his wife Nettie, and their two children. He sold the house in 1914 to Norah O'Neil. Norah lived in Park City at the time of the 1910 census. She resided on Park Avenue with her husband Con, who worked as a miner, and their three children. They were from Ireland and emigrated to the U.S. in 1889. They sold the house in 1915 to George Smith.

George Smith appeared on the 1910 census for Park City. He lived on Park Avenue with his wife Alice, and their two children, and worked as a butcher. The property transferred to his wife at some point, likely due to his death, as he is not listed on the 1920 census for this address. Alice worked as a bookkeeper for the butcher shop at that time. She sold the house in 1920 to A.R. Harmes.

A.R. Harmes appears on the 1920 census for Park City. He rented the house at 410 Woodside Avenue with his wife Julia and their son John. He also worked as a butcher, and may have been an acquaintance of Alice Smith's. They sold the house in 1924 to Myrtle Sharp.

Myrtle Sharp, also called Myrtle Sharp Constable, lived in the area with her husband Lewis. She ran the Park City Laundry starting in 1930, and was known for her business abilities. She sold the how to Charles Graham in 1929. Charles Graham and his wife Bessie appear on the 1930 census, at that time living on Empire Avenue. He worked as a salesman for slot machinery. Nothing else is known of them, except that they eventually relocated to Nevada. The next owner of the house was James Heber Wiley, having purchased it in 1929.

James Wiley was a laborer for a mine, and lived on Norfolk Avenue at the time of the 1930 census. He resided there with his wife Lorna and their five children. This house did not appear on that census, indicating that it was likely vacant at that time. James and his family did live at this house during the 1940 census. Though the title search states that the property was transferred to his son Max in 1937, the census states that James still owned the house at this time. He worked as a leaser for a mine at this time. The title search states that his son Max retained ownership of the house until 1954, though it is unknown if he ever lived in the house. The house has traded hands many times since then, and is currently owned by 901 Woodside LLC.



901 Woodside Avenue. Southeast oblique. November 2013.



901 Woodside Avenue. East elevation. November 2013.



901 Woodside Avenue. Northeast oblique. November 2013.

TITLE SEARCH FORM

[Obtain information from title abstract books at County Recorder's Office]

Address: 901 Woodside Avenue

City: Park City, UT

Current Owner: 901 Woodside LLC

Address: (see historic site form for address)

Tax Number: SA-98

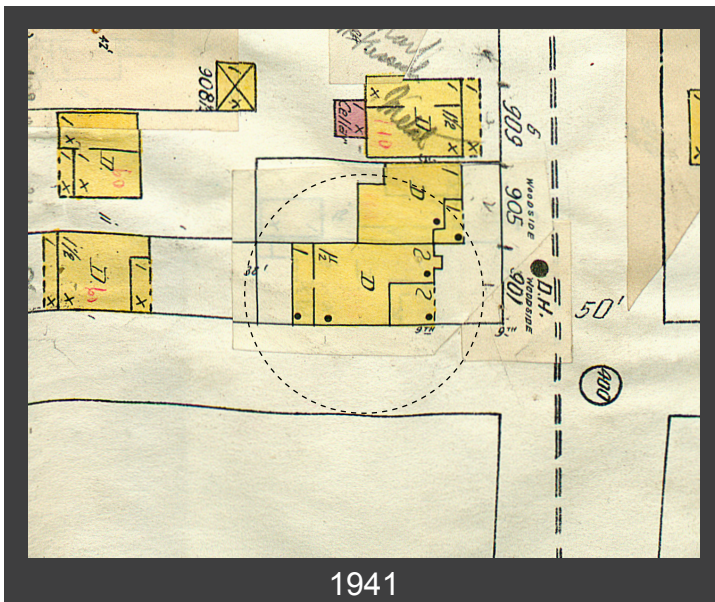
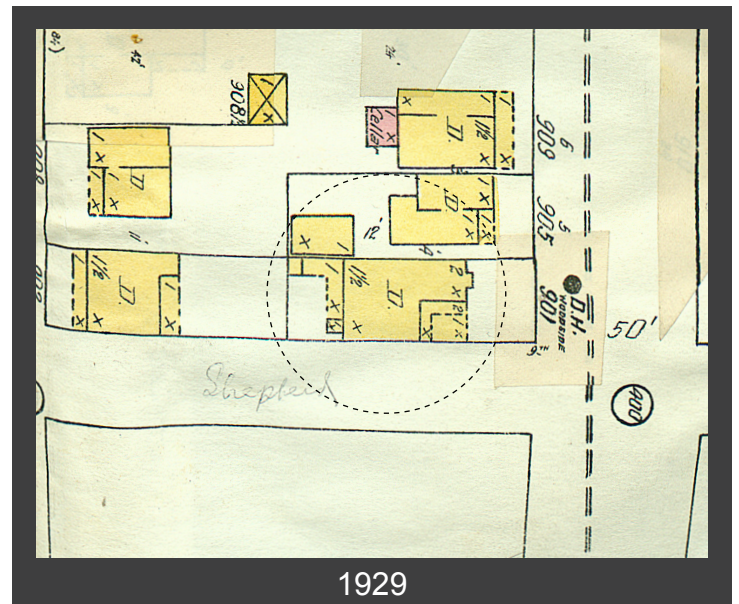
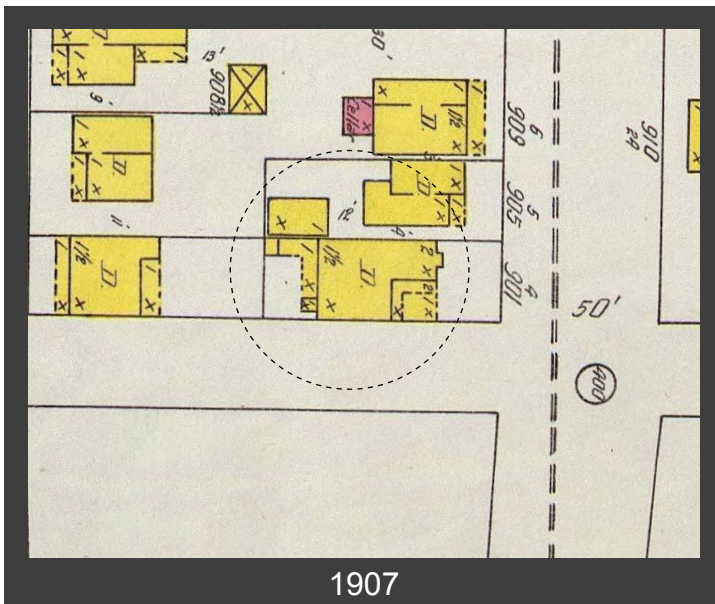
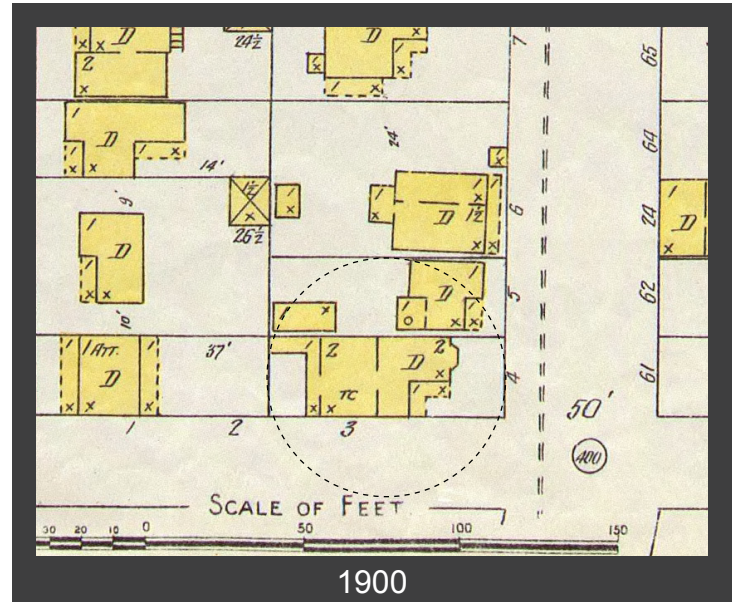
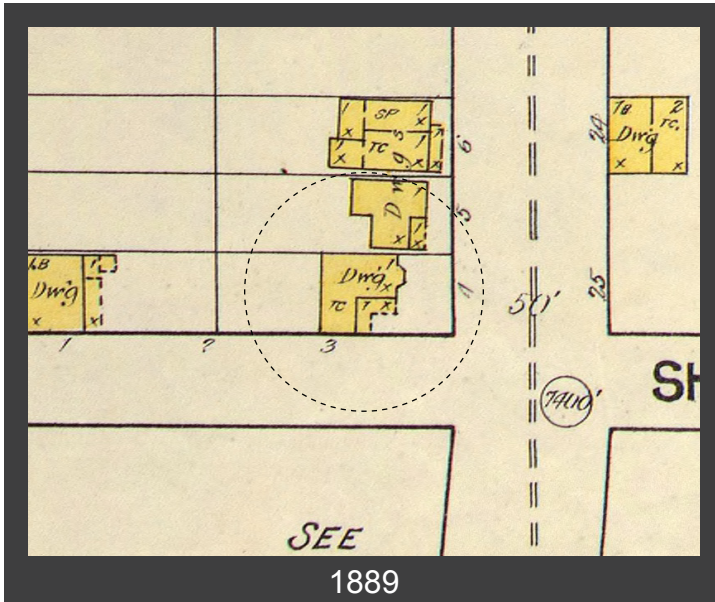
Legal Description (include acreage): SA BK10 L1 (see historic site form for complete legal description)

TRANSACTION DATES	GRANTOR (SELLER)	GRANTEE (BUYER)	TYPE OF TRANSACTION	DOLLAR AMOUNT	COMMENTS
11/14/1883	Geo. G. Snyder	David C. McLaughlin	W		[L 1-32]
6/20/1890	D.C. McLaughlin & wife	Frank E. Harding	W		"1" [rest of form]
7/28/1890	Frank E. & Daisy Harding	Clude J. Eastman, Trustee	T. Deed	\$600.00	
6/4/1896	Frank E. Harding & wife	Walter Scott	W		
7/31/1896	Walter Scott	Atlissa L. Scott	W.D.		
4/20/1912	Atlissa L. Scott	Nelis Christian Andersen	W.D.		
5/12/1914	Nelis C. Andersen & wife	Norah O'Neil	W.D.		
1/30/1915	C.J. O'Neill, et ux	George W. Smith	W.D.		
10/15/1920	Alice B. Smith	A.R. Harmes	W.D.		
8/23/1924	A.R. Harmes, et ux	Mrs. Myrtle Sharp	W.D.		
4/14/1925	Myrtle E. Sharp	Charles Graham	W.D.		
3/11/1929	Charles Graham	James Heber Wiley	W.D.		
11/8/1937	James Heber Wiley	Max R. Wiley	W.D.		
4/26/1954	Max R. Wiley	Lester Taylor, et ux	Q.C.D.		
5/17/1966	Lester & Madalleen W. Taylor	Siegried & Luida Bree	Q.C.D.		
1/10/1969	Siegried & Luida Bree	Terra, Inc, Utah Corporation	W.D.		

Researcher: John Ewanowski, CRSA Architecture

Date: 1/7/2015

901 Woodside Avenue Park City, Summit County, Utah
Intensive Level Survey—Sanborn Map history



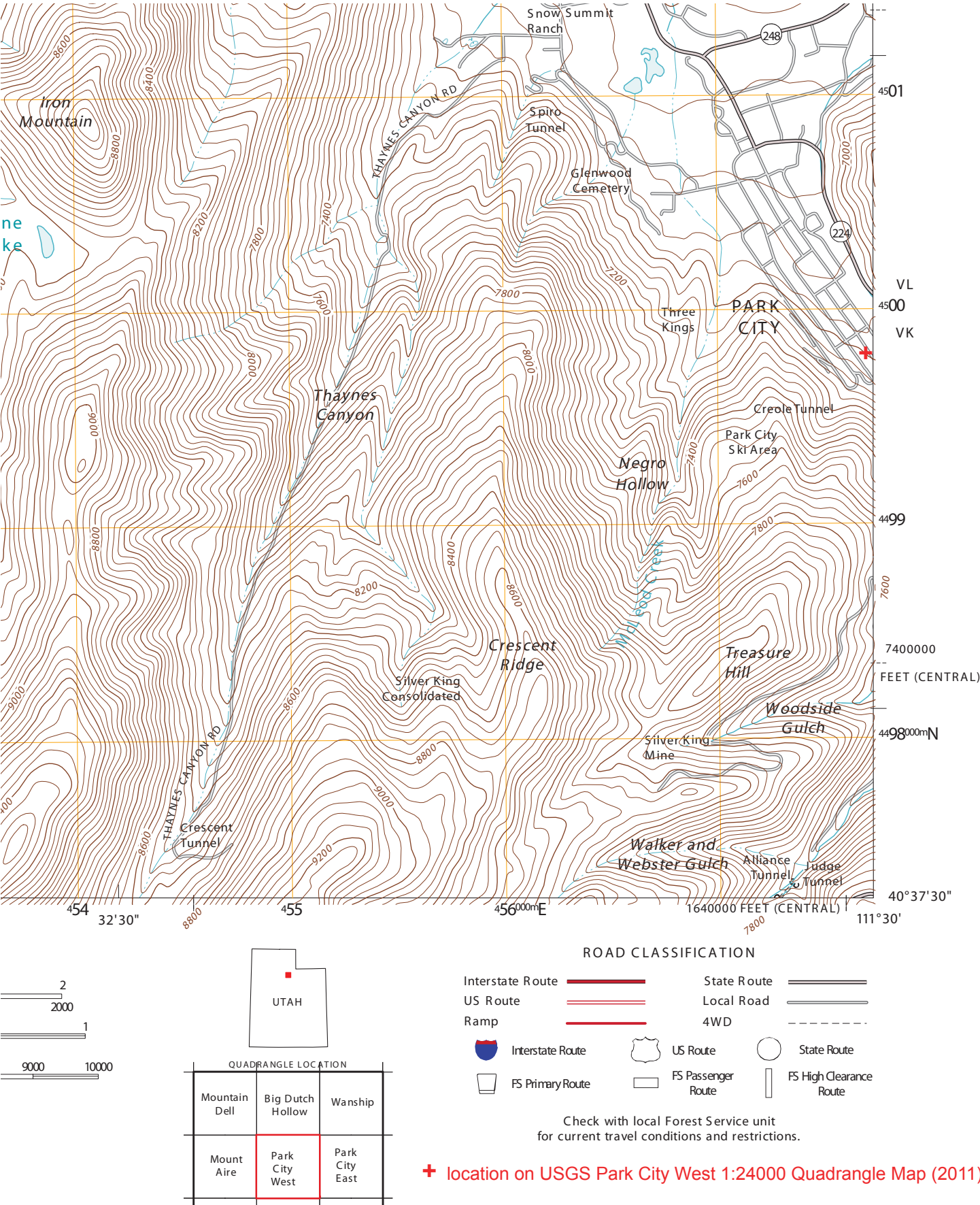
901 Woodside Avenue, Park City, Summit County, Utah

Intensive Level Survey—Biographical and Historical Research Materials



Tax photo c. 1940

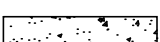
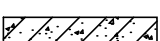
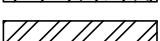
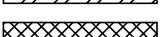
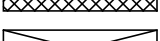
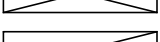
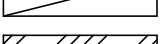
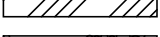
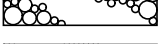
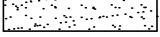
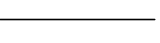
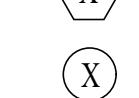
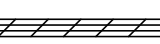
901 Woodside Avenue, Park City, Summit County, Utah
Intensive Level Survey—USGS Map



REMODEL/ADDITION
HISTORIC DISTRICT DESIGN REVIEW SET
901 WOODSIDE AVENUE
PARK CITY, UTAH 84060

CONSULTANTS	
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LEGEND

	OFFICE 103	ROOM NAME ROOM NUMBER
		
BRICK & STONE		
		
EARTH		
		FLOOR, POINT ELEV.
CONCRETE		
		CENTER LINE
CONCRETE MASONRY UNIT		
		ROUND, DIA.
STEEL (LARGE SCALE)		
		CHANNEL
RIGID INSULATION		
		ANGLE
ROUGH WOOD		
		DETAIL
BLOCKING		
		SECTION CUT, DETAIL
ALUMINUM (LARGE SCALE)		
		BUILDING SECTION
GRAVEL		
		KEYED NOTES
FINISHED WOOD		
		WINDOW TYPE
BATT OR BLOWN INSULATION		
		DOOR NUMBER
PLASTER, SAND, GROUT, MORTAR		
		REVISION
STEEL (SMALL SCALE)		
		INTERIOR WALL ELEV.
BITUMINOUS PAVING		
		WALL TYPE
PLYWOOD		
		
GYPSUM BOARD		

CODE ANALYSIS

AREA CALCULATIONS (S/F)			
LIVING AREA	EXISTING	NEW	TOTAL
BASEMENT LEVEL	549	284	833
MAIN LEVEL	923	* -7	916
UPPER LEVEL	941	107	1048
LOFT LEVEL	85	225	310
TOTAL	2498	609	3107
GARAGE		237	
DECK AREA		164	
PATIO AREA		256	
LOD/DISTURBED AREA		190	
LOT AREA	1875		
ALLOWABLE FOOTPRINT	844		
PROPOSED FOOTPRINT	1087	* 1080	
* removal of non-compliance portion of house			

INDEX TO DRAWINGS

[illegible]

ABBREVIATIONS

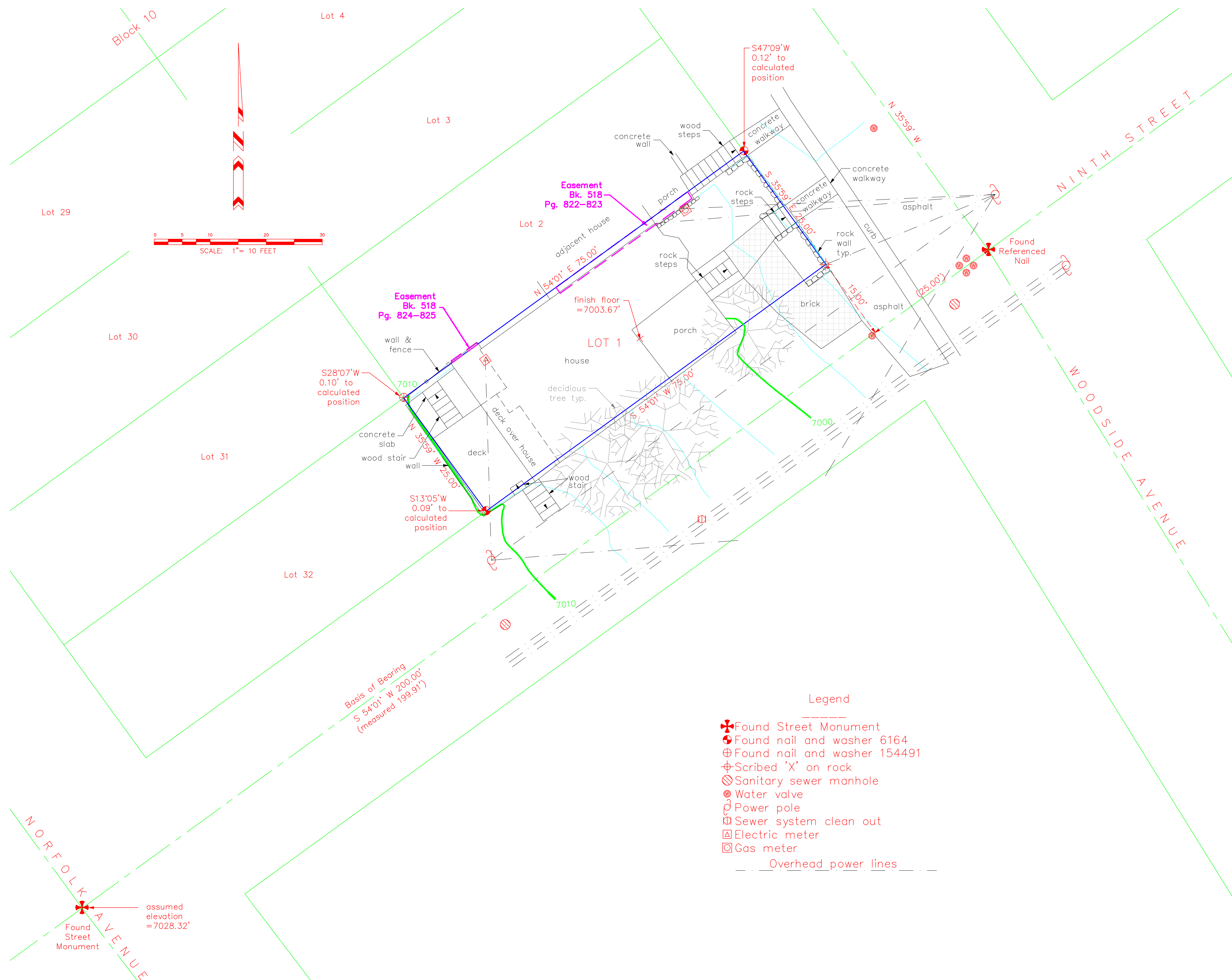
A/C.	AIR CONDITIONING	F.D.	FLOOR DRAIN	P.R.	PAIR
ACCUST.	ACOUSTICAL	FND	FOUNDATION	P.R.	ROOF DRAIN
ADD.	ADDENDUM	FIN.	FINISH	REG.	REGULAR
ADJ.	ADJUSTABLE	FLR.	FLOOR	R.S.	ROUGH-SAWN
ALLOW.	ALLOWANCE	F.R.	FIRE RATED	RAD.	RADIUS
ALUM.	ALUMINUM	FTG.	FTTING	REINF.	REINFORCING
APPROX.	APPROXIMATE	G.	GAS	REQD.	REQUIRED
B.D.	BOARD	G.I.	GALVANIZED IRON	REV.	REVISED
B.U.	BUILT-UP	GA.	GALVE	RM.	ROOM
B.W.	BOTH WAYS	GALV.	GALVANIZED	R.O.	ROUGH OPENING
BLDG.	BUILDING	GRD.	GRADE	S & R	SHELF AND ROD
BLK.	BLOCK	G.W.B.	GYPSUM WALL BOARD	S.C.	SOLID CORE
BRK.	BRIEFLY	G.L.B.	GUM LAM BEAM	SCHED.	SCHEDULE
C.	CAST IRON	H.B.	HOSE BIBB	SHEET	SHEET
C.J.	CONTROL JOINT	HD.	HEAD	SIM.	SIMILAR
C.M.U.	CONCRETE MASONRY UNIT	H.M.	HOLLOW METAL	SPEC.	SPECIFICATION
CLG.	CEILING	HOR.	HORIZONTAL	STD.	STANDARD
COL.	COLUMN	I.D.	INSIDE DIAMETER	STL.	STEEL
COMP.	COMPACTED/COMPOSITE	INT.	INTERIOR	STRUCT.	STRUCTURAL
CONC.	CONCRETE	IRG.	IRRIGATION	SYS.	SYSTEM
CONST.	CONSTRUCTION	INSUL.	INSULATION	T & B	TOP AND BOTTOM
CONTR.	CONTRACTOR	JB.	JAMB	T & G	TONGUE AND GROOVE
CONT.	CONTINUOUS	JNT.	JOINT	T.O.	TOP OF
D.F.	DRINKING FOUNTAIN/DOUGLAS FIR	M.R.	MOISTURE RESISTANT	T.O.F.	TOP OF FOOTING
DIA.	DIAMETER	MANFR	MANUFACTURER	T.O.W.	TOP OF WALL
DIM.	DIMENSION	MAX.	MAXIMUM	TYP.	TYPICAL
DWN.	DOWN	MCH.	MECHANICAL	T.S.	STEEL TUBE COLUMN
DWG.	DRAWING	MIN.	MINIMUM	U.N.O.	UNLESS NOTED OTHERWISE
DTL.	DETAIL	(N)	NEW	VERT.	VERTICAL
EA.	EACH	N.I.C.	NOT IN CONTRACT	V.T.R.	VENT THRU ROOF
E.F.	EXHAUST FAN	N.T.S.	NOT TO SCALE	W.	WATER
E.F.S.	EXT. INSUL. FINISH SYSTEM	NO.	NUMBER	WD.	WOOD
E.J.	EXPANSION JOINT	O.C.	ON CENTER	W.	WITH
ELEC.	ELECTRICAL	O.D.	OUTSIDE DIAMETER	WP.	WATERPROOF
ELEV.	ELEVATION	O.F.D.	OVERFLOW DRAIN	W.R.	WATER RESISTANT
EQ.	EQUAL	OPNG	OPENING	W.H.	WATER HEATER
E.T.	EXPANSION TANK	PLYWD.	PLYWOOD	W.S.	WATER SOFTNER
EXIST. (E)	EXISTING	PNT.	PAINT	W.W.F.	WELDED WIRE FABRIC
EXT.	EXTERIOR	PNTD.	PAINTED	W.W.M.	WOVEN WIRE MESH

GENERAL NOTES

3. THIS DESIGN IS AN ORIGINAL UNPUBLISHED WORK AND MAY NOT BE DUPLICATED, PUBLISHED AND/OR USED WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT/ENGINEER.
2. THESE SHEETS - LISTED BY DRAWING INDEX , ALL ACCOMPANYING SPECIFICATIONS FOR MATERIALS, WORKMANSHIP QUALITY, AND NOTES HAVE BEEN PREPARED SOLELY FOR THE CONSTRUCTION AND FINISH OF PROJECT IMPROVEMENTS, COMPLETE AND READY FOR OCCUPANCY AND USE.
3. ALL WORK IS TO BE PERFORMED IN ACCORDANCE WITH PERTINENT JURISDICTIONAL CODES, RESTRICTIONS, COVENANTS, AND/OR ORDINANCES. ANY CONFLICT BETWEEN DESIGN AND REQUIREMENT SHALL BE REPORTED TO THE ARCHITECT/ENGINEER BEFORE PROCEEDING.
4. ANY AND ALL PROPOSED CHANGE, MODIFICATIONS AND/OR SUBSTITUTION SHALL BE REPORTED TO THE ARCHITECT/ENGINEER BEFORE PROCEEDING.
5. IN THE EVENT OF CONFLICT BETWEEN THE DESIGN DOCUMENTS AND/OR JURISDICTIONAL REQUIREMENTS, THE MORE RESTRICTIVE FROM THE STANDPOINT OF SAFETY AND PHYSICAL SECURITY SHALL APPLY.
6. ANY INSTALLATION, FINISH, OR COMPONENT INTENDED TO PROVIDE ENCLOSURE, WEATHER ABILITY OR APPEARANCE QUALITY SHALL BE PRODUCED AS A REPRESENTATIVE SAMPLE PRIOR TO PROCEEDING WITH COMPLETION. WORK PERFORMED WITHOUT WRITTEN APPROVAL OF SUCH SAMPLE BY THE ARCHITECT/ENGINEER SHALL BE DONE AT THE RISK OF THE CONTRACTOR. A MINIMUM OF TWO (2) WORKING DAYS NOTICE SHALL BE GIVEN.
7. ALL WORK SHALL BE INSPECTED BY GOVERNING AGENCIES IN ACCORDANCE WITH THEIR REQUIREMENTS. JURISDICTIONAL APPROVAL SHALL BE SECURED BEFORE PROCEEDING WITH WORK.
8. BUILDING DESIGN IS GENERALLY PREDICATED UPON PROVISIONS OF THE 2015 IRC AND AMENDMENTS AS MAY HAVE BEEN LOCALLY ENACTED. ALL REQUIREMENTS OF THE JURISDICTIONAL FIRE SAFETY/PREVENTION DISTRICT SHALL BE ACCOMMODATED BY THIS DESIGN AND ANY CONSEQUENT CONSTRUCTION.
9. ALL 2 1/2 lb. GAS PIPE SYSTEM METER SETS REQUIRES PRIOR APPROVAL FROM QUESTAR GAS COMPANY. PROVIDE A LETTER FROM QUESTAR APPROVING SYSTEM.
10. ALL FIELD WELDING OR TORCH WORK, WILL REQUIRE A SEPARATE "HOT WORK" PERMIT PRIOR TO BEGINNING WORK. IFC 105.6.11
11. TOWER CRANES REQUIRE A SEPARATE PERMIT. CONTACT BUILDING DEPARTMENT FOR REQUIREMENTS.

347

*Snyder's Addition to the Park City Survey
Block 10, Lot 1*

NARRATIVE

1. Survey requested by: Jerry Fiat
2. Purpose of survey: locate the deed description and the topographic relief.
3. Basis of survey: found Street Monuments as shown. Block dimensions from the Amended Park City Monument Control Map by Bush & Gudgeall, Inc. Recorded as Entry No. 197765 in the office of the Summit County Recorder. Subdivision of Block 10 from the Map of Park City by Caldwell & Richards Engineers, traced from the original map July, 1927.
4. Date of survey: May 8, 2008
5. Property monuments set or found as shown.
6. Located in the Northeast Quarter of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian.
7. See the official plats of The Park City Survey and Snyder's Addition for other possible easements and restrictions.
8. The owner of the property should be aware of any items affecting the property that may appear in a title insurance report.
9. Based on an elevation of 7028.32' at the Street Monument at the intersection of Ninth Street and Norfolk Avenue from the Amended Park City Monument Control Map.

LEGAL DESCRIPTION

All of Lot 1, Block 10, Snyder's Addition to the Park City Survey, according to the official plats thereof, on file and of record in the office of the Summit County Recorder; containing 1875.00 square feet, more or less.

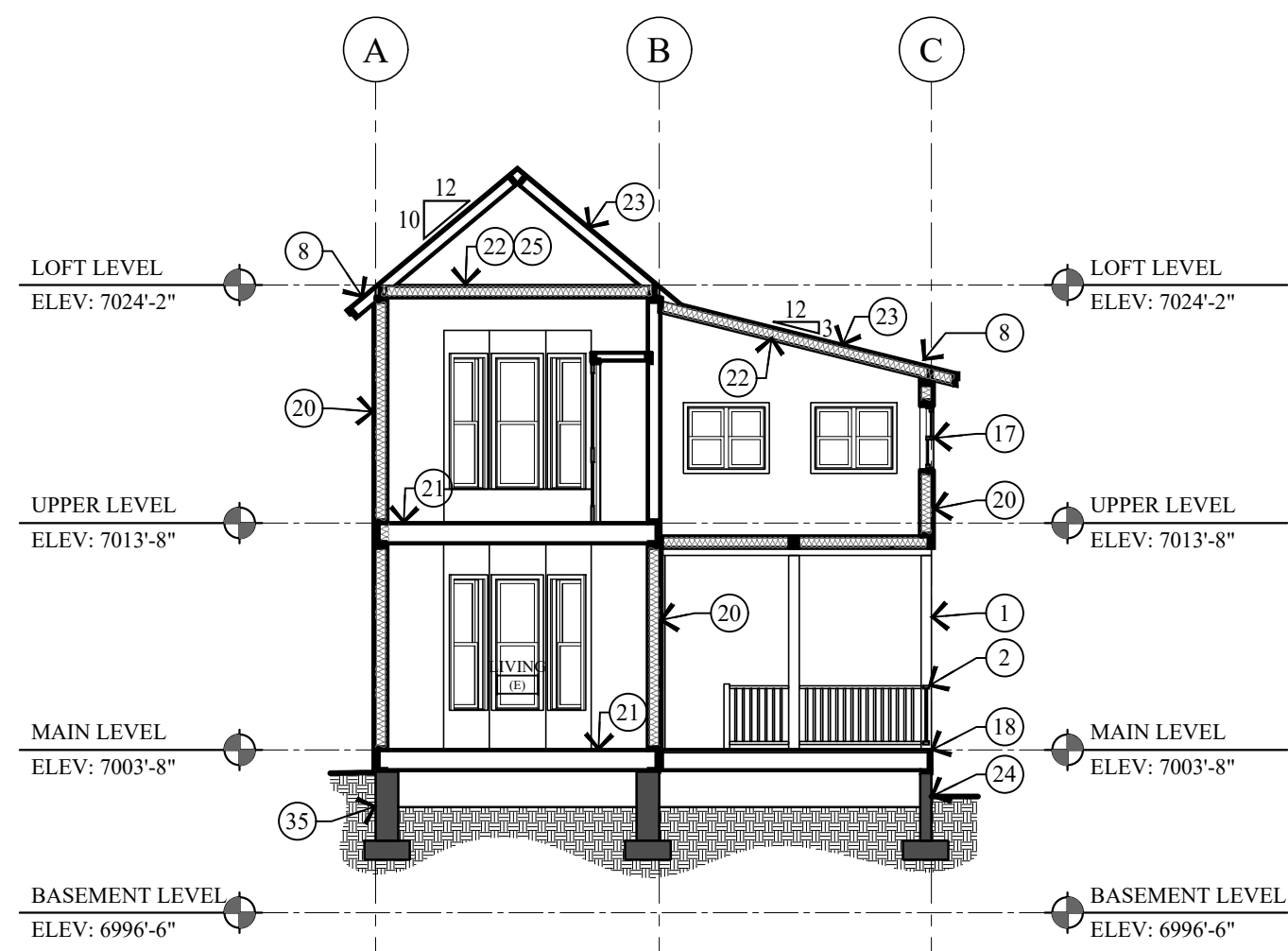
SURVEYOR'S CERTIFICATE

I, J.D. Gailey, 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.

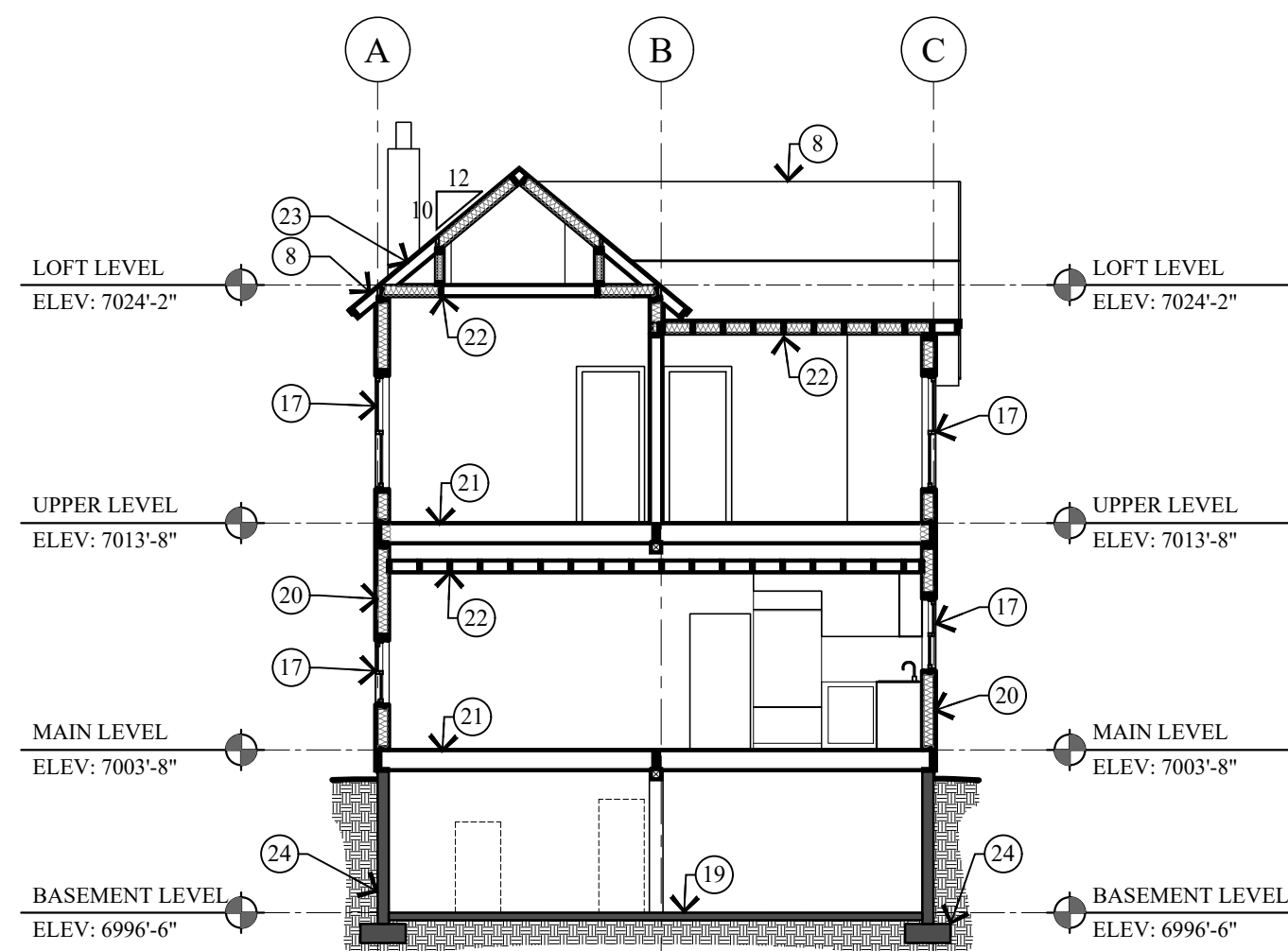
Date _____

J.D. Gailey RLS#359005

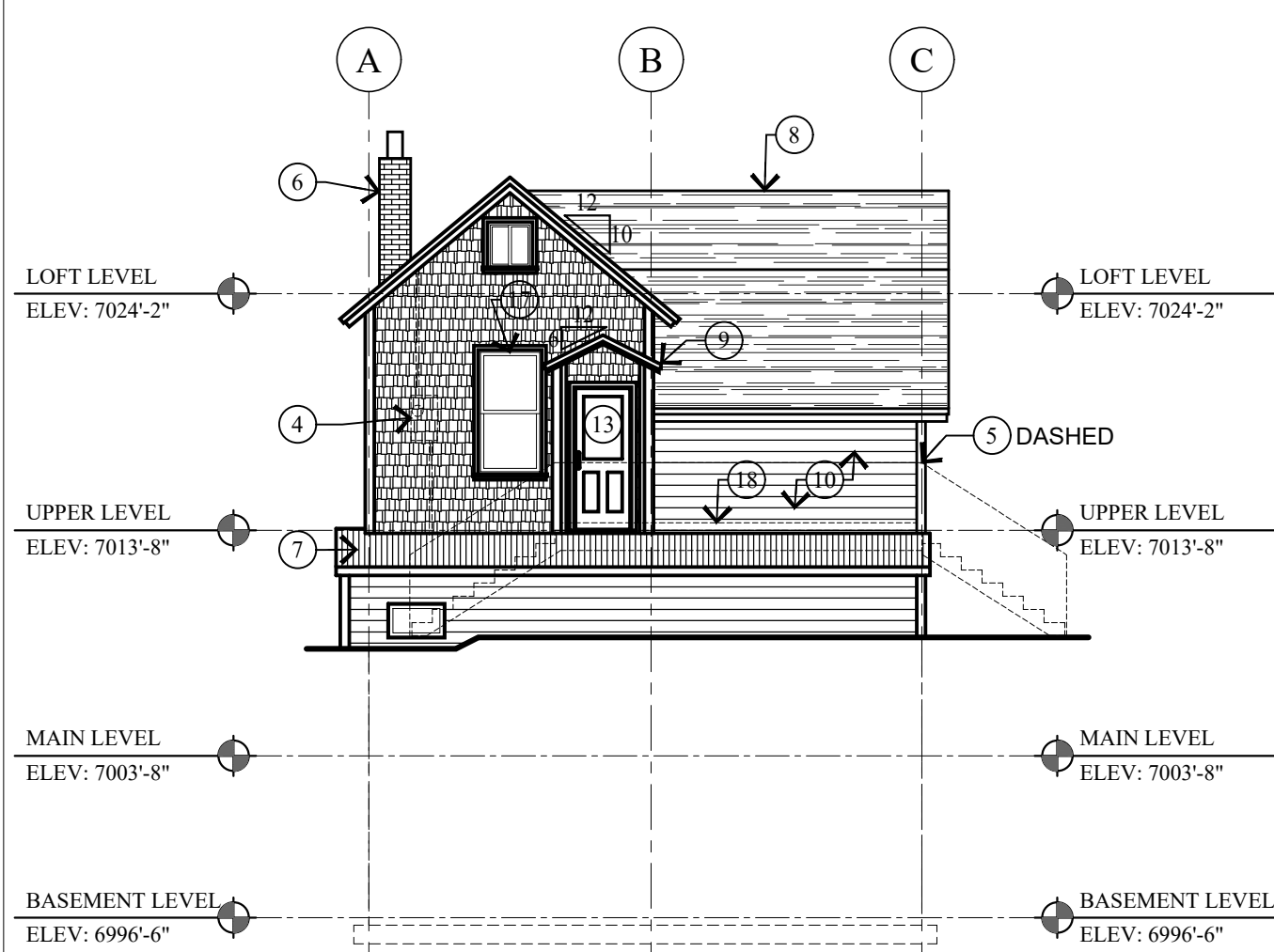
Alpine Survey, Inc.
19 Prospector Drive
Park City, Utah 84060
(435) 655-8016



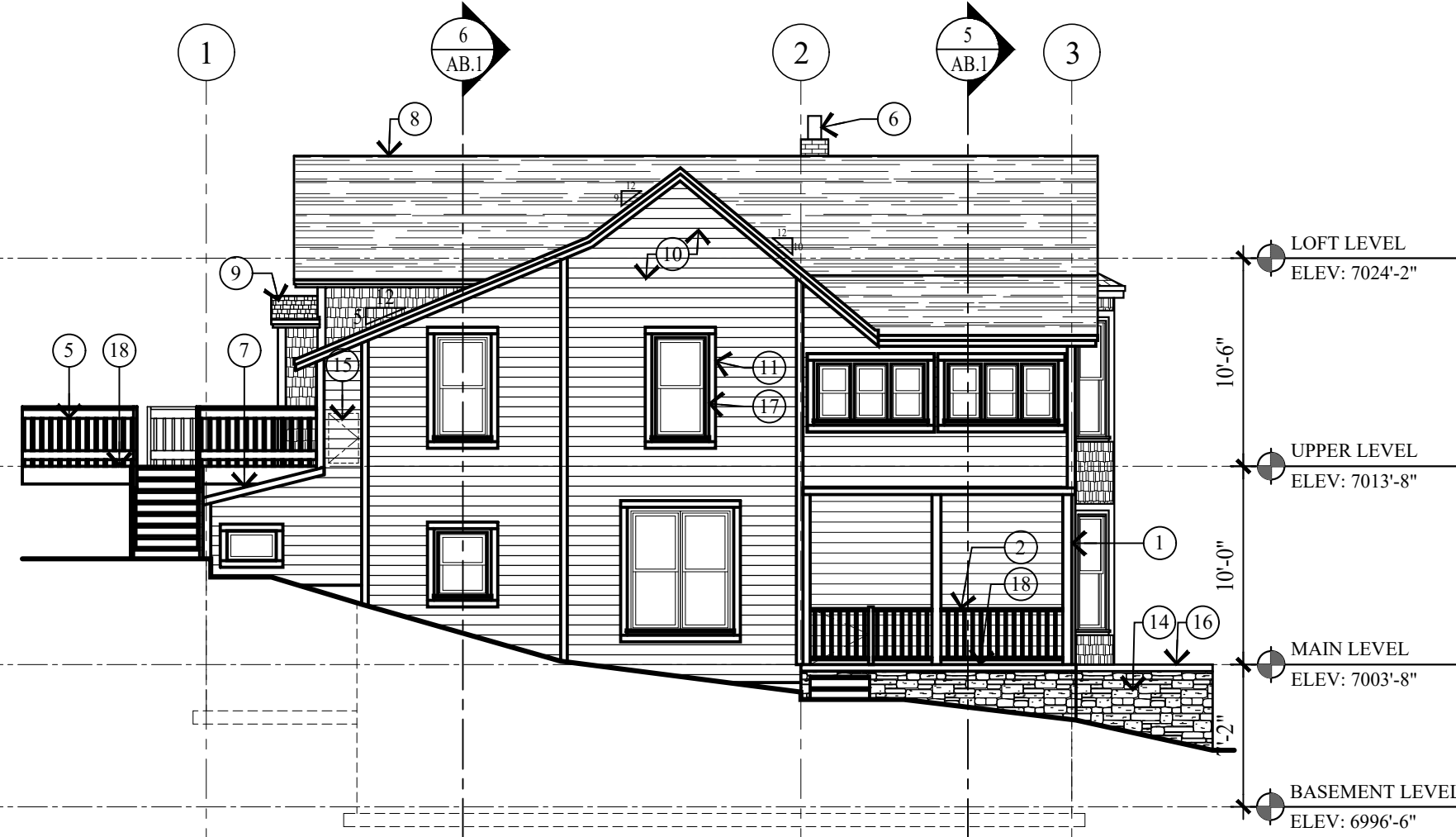
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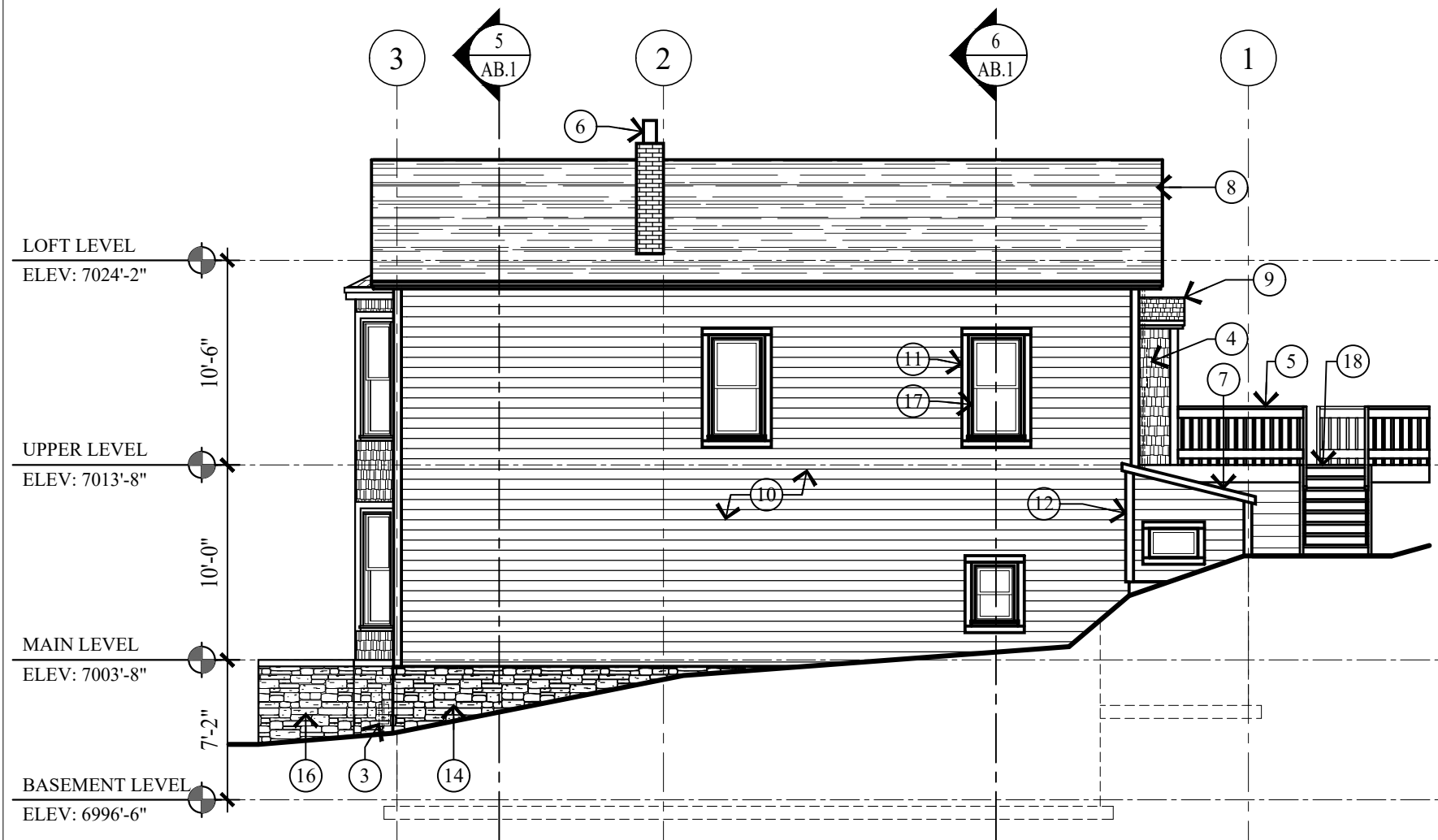
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AB.1 SCALE: 1/8" = 1'-0"



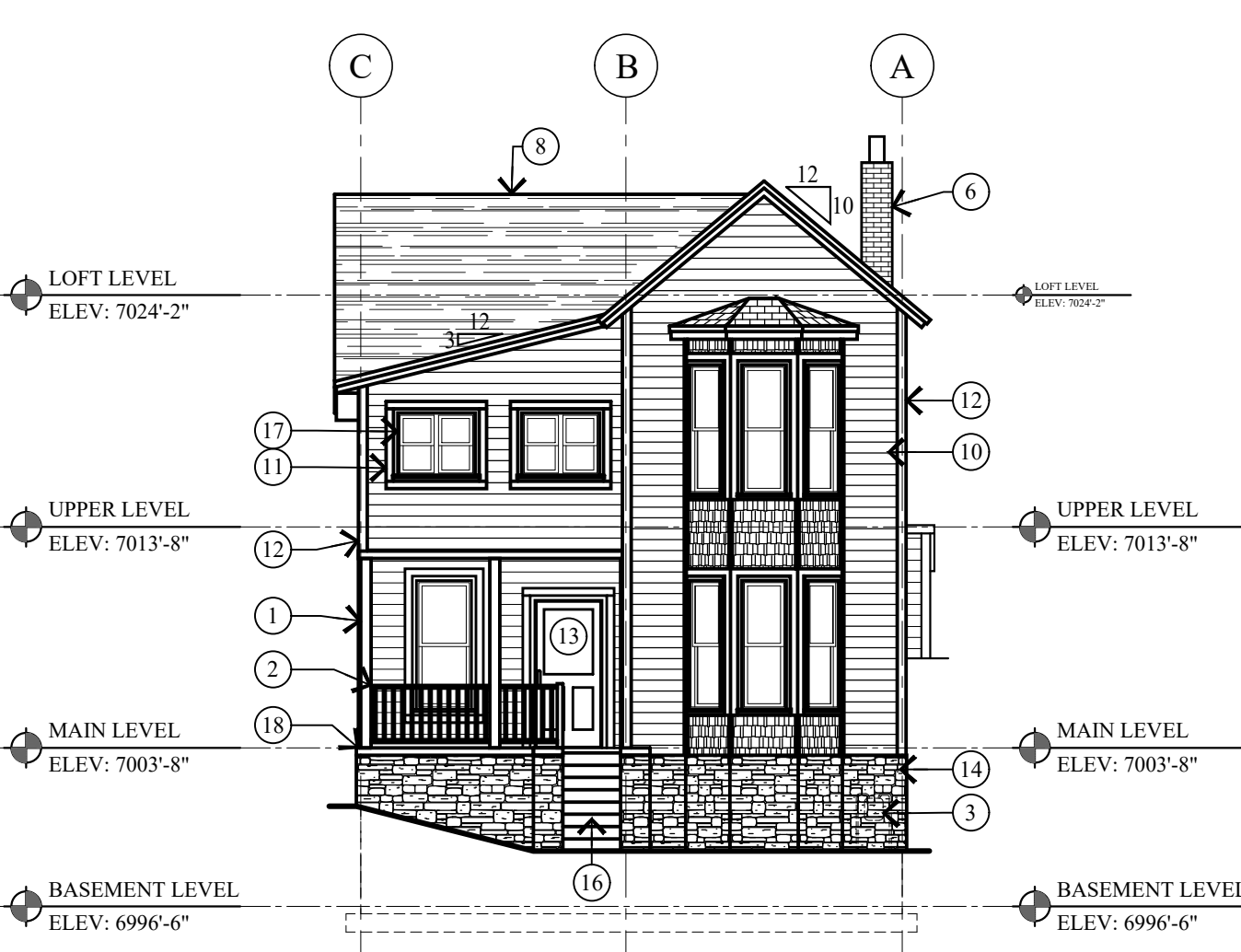
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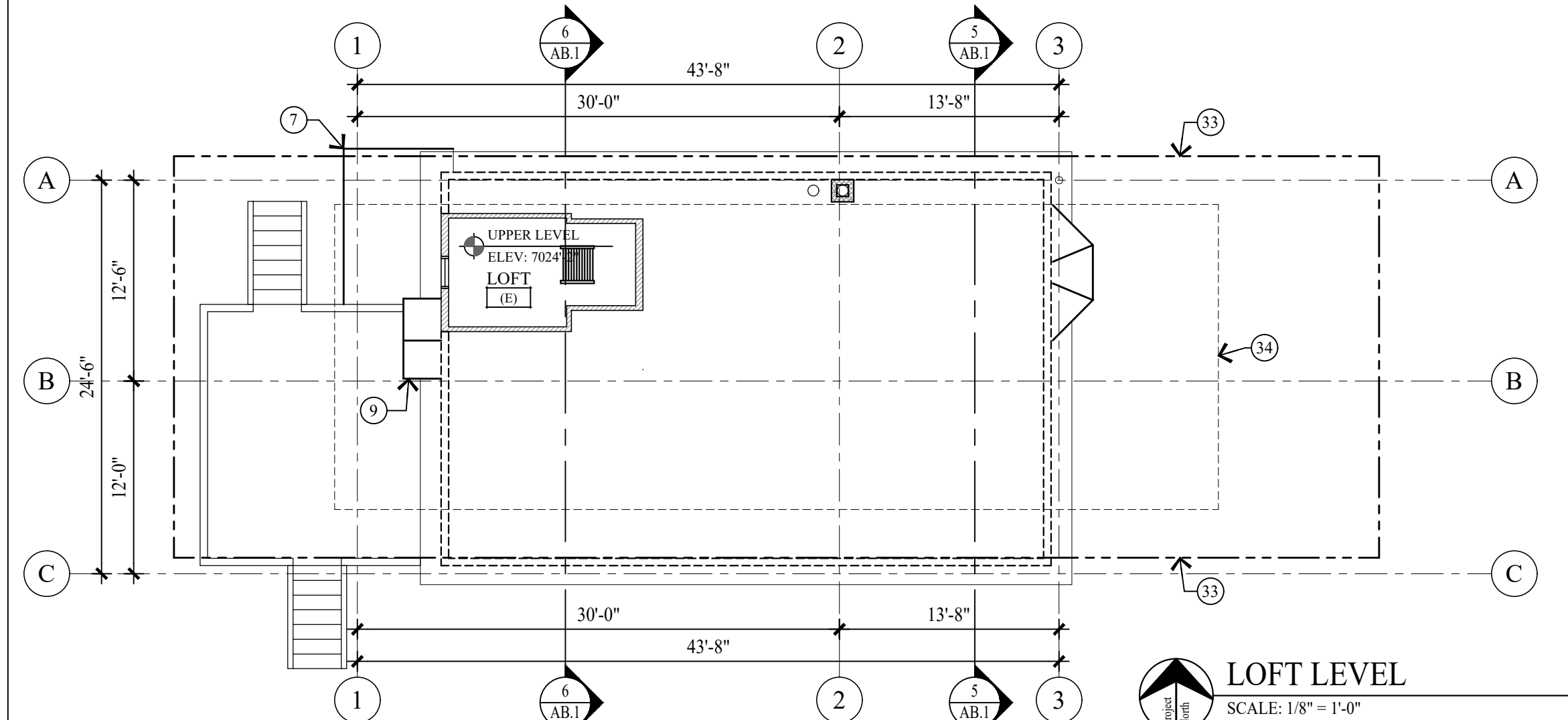
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AB.1 SCALE: 1/8" = 1'-0"



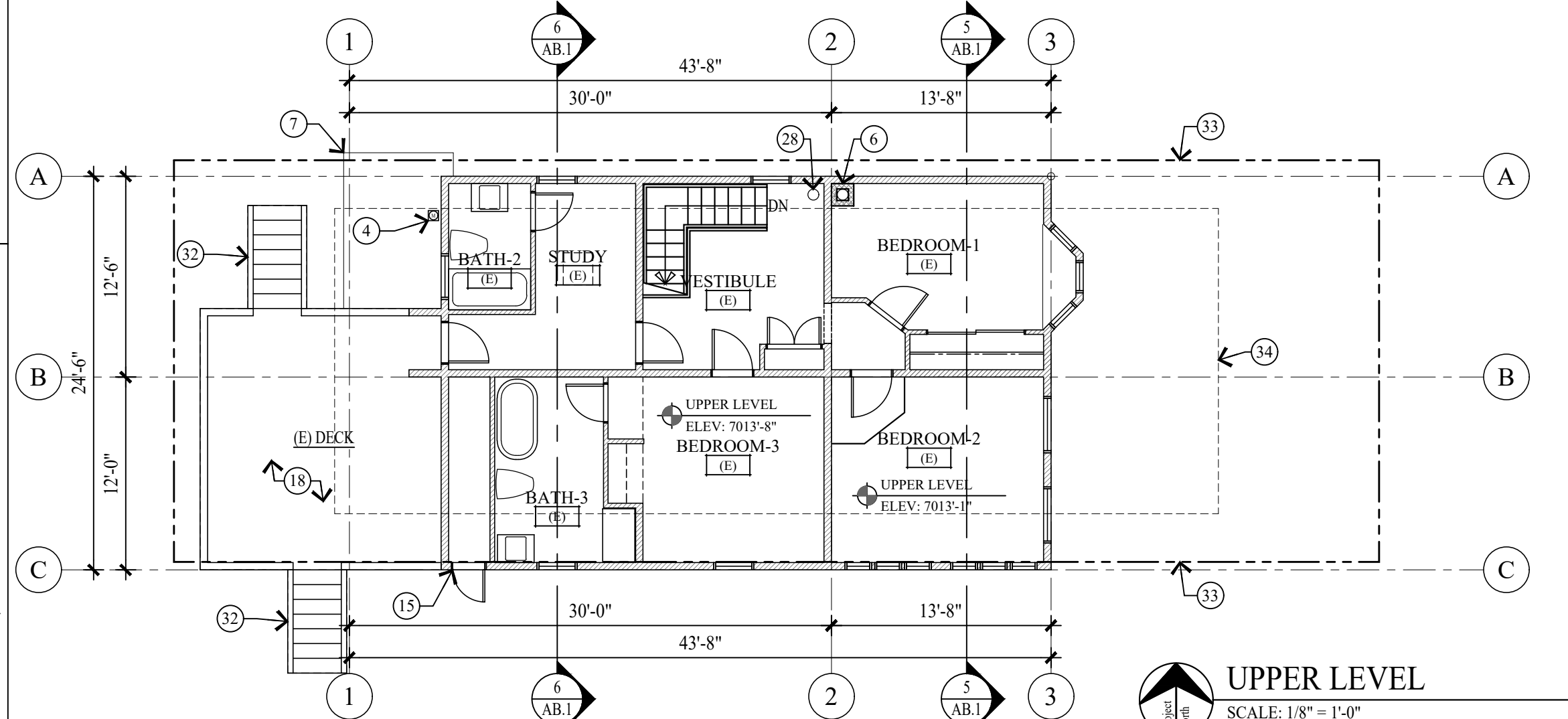
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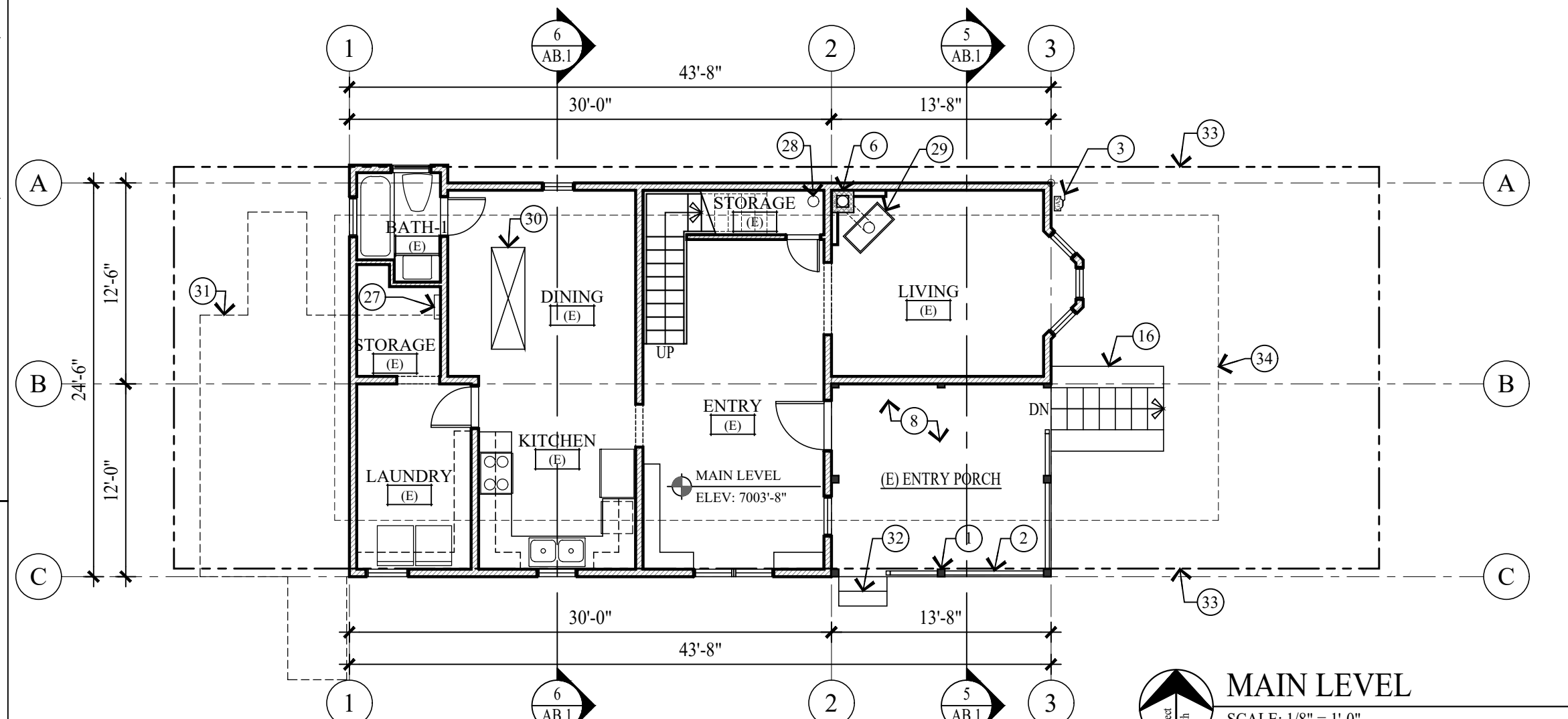
2 EAST ELEVATION
AB.1 SCALE: 1/8" = 1'-0"



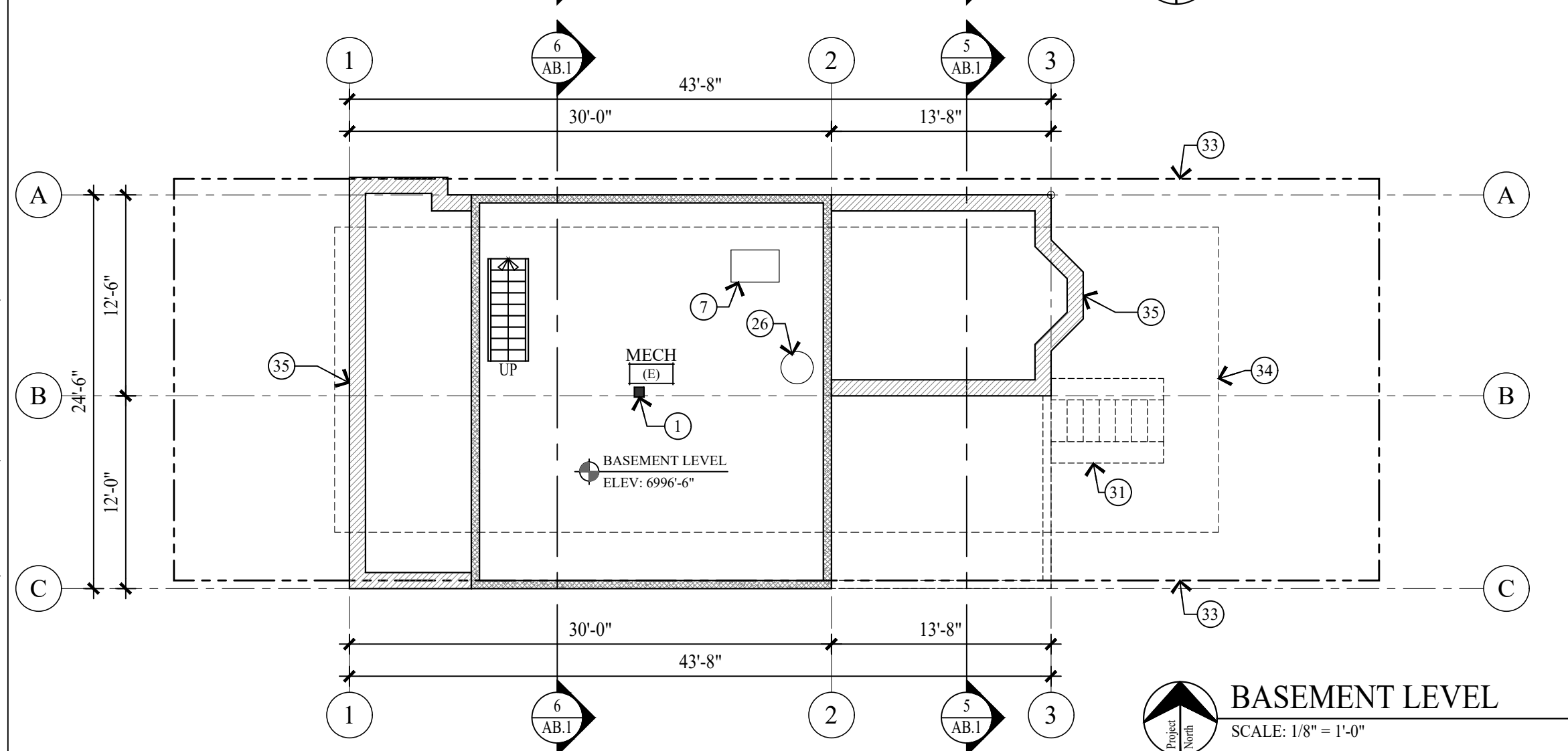
LOFT LEVEL
SCALE: 1/8" = 1'-0"



UPPER LEVEL
SCALE: 1/8" = 1'-0"



MAIN LEVEL
SCALE: 1/8" = 1'-0"



BASEMENT LEVEL
SCALE: 1/8" = 1'-0"

KEY NOTES

- 6x6 COLUMN SUPPORTING BEAM/ROOF ABOVE, WRAPPED IN PAINTED 1x, TYP.
- 34" HIGH RAILING W/ 1x3 TOP AND BOTTOM RAILS AND 1x1 VERTICALS
- GAS METER
- ELECTRICAL METER
- 36" HIGH RAILING W/ 2x6 TOP AND BOTTOM RAILS AND 1x1 VERTICALS
- BRICK CHIMNEY W/ 6" METAL PIPE EXHAUST
- CORRUGATED METAL ROOF
- ASPHALT SHINGLE ROOF
- WOOD SHAKE ROOF
- 6" HORIZONTAL SHIPLAP SIDING
- 1x TRIM AROUND WINDOWS AND DOORS, TYP.
- 1x WOOD TRIM AT CORNER CONDITIONS, TYP.
- WOOD DOOR W/ UPPER LIGHT GLAZED PANEL AND LOWER WOOD PANELING
- NATURAL STONE VENEER
- DOOR HATCH INTO SPACE BETWEEN WALLS
- STONE STEPS AND BORDERING WALLS W/ CONCRETE CAPS
- INSULATED DOUBLE PANE GLASS WINDOW
- EXTERIOR WOOD DECK W/ 2x8 FRAMING BELOW
- CONCRETE SLAB
- 2x WOOD FRAMING WALL, TYP.
- 2x WOOD FRAMED FLOOR
- 2x WOOD FRAMED CEILING
- 2x WOOD FRAMED ROOF
- CONCRETE FOOTING AND FOUNDATION WALL, SIZE AND DEPTH UNKNOWN, TYP.
- ATTIC SPACE
- WATER HEATER
- ELECTRICAL PANEL
- EXHAUST PIPE FOR CENTRAL HEATING BURNER, CONNECTS TO T.O. HISTORICAL CHIMNEY
- BRICK FIREPLACE SURROUND W/ CAST IRON WOOD BURNING STOVE
- HATCH DOOR IN FLOOR TO BASEMENT LEVEL
- DASHED LINE INDICATED PROJECTIONS ABOVE
- WOOD FRAMED STAIR AND DECK
- PROPERTY LINE
- SET BACK LINE
- STACKED STONE FOUNDATION WALL, SIZE AND DEPTH UNKNOWN, TYP.

Jonathan DeGray
A r c h i t e c t

P.O. Box 1674, 614 Main Street, Suite 302, Park City, Utah 84060
Tel. 435-648-7263, E-mail: degrayarch@guestoffice.net

REMODEL/ADDITION
HISTORIC DISTRICT DESIGN REVIEW SET
901 WOODSIDE AVENUE
PARK CITY, UTAH 84060

AS-BUILTS
FLOOR PLANS, ELEVATIONS
BUILDING SECTIONS

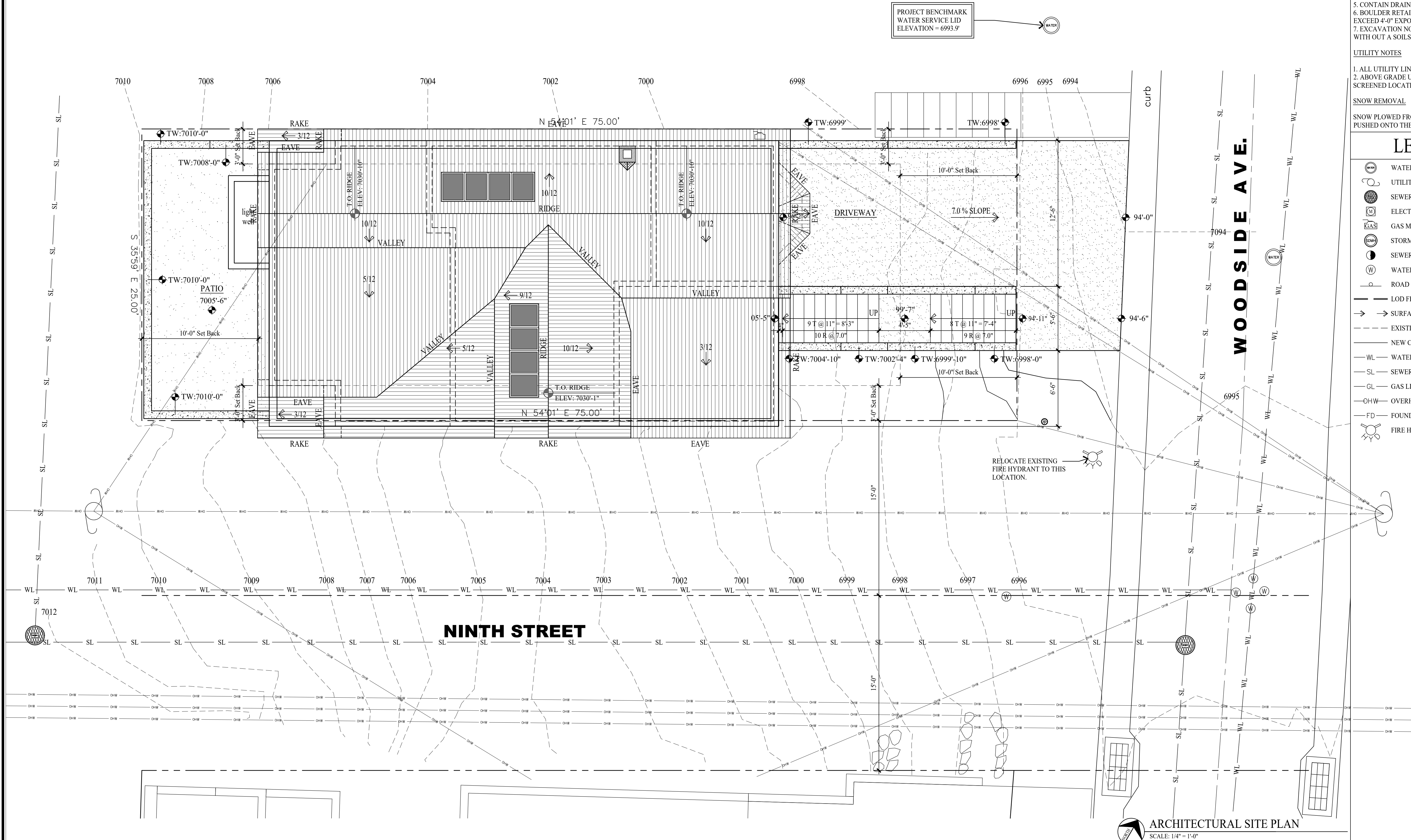
REVISIONS:
AUGUST 02, 2019
HDDR Review Comments

DATE:
APRIL 10, 2019

PROJECT NUMBER:
1812-02

SHEET NUMBER:
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GENERAL NOTES

SITE PLAN NOTES:

1. ALL SURFACE WATER SHALL DRAIN AWAY FROM THE HOUSE AT ALL POINTS. DIRECT THE DRAINAGE WATER TO THE STREET OR AN APPROVED DRAINAGE COURSE BUT NOT ONTO THE NEIGHBORING PROPERTIES. THE GRADE SHALL FALL A MINIMUM OF 6" WITHIN THE FIRST 10 FEET. -IRC R401.3

STABILIZATION CONSTRUCTION ENTRANCE

FOR A MINIMUM OF 50' FROM ROADWAY. A FILTER FABRIC SHALL BE INSTALLED OVER A COMPACTED SUBGRADE. A 6" LAYER OF 1"-2" AGGREGATE SHALL BE PLACED OVER THIS MEMBRANE. DAILY INSPECTION FOR SEDIMENT BUILD UP AND/OR LOSS OF GRAVEL WILL BE ENFORCED, AND REMEDIED AT ONCE.

GRADING NOTES

1. DRAINAGE TO COMPLY WITH IRC CHAPTER 4
2. MAXIMUM ALTERED SLOPES AT 2:1.
3. MINIMUM SLOPE FOR DRAINAGE = 2%.
4. DRAIN AWAY FROM BUILDING.
5. CONTAIN DRAINAGE ON PROPERTY.
6. BOULDER RETAINING WALLS NOT TO EXCEED 4'-0" EXPOSED HEIGHT.
7. EXCAVATION NOT TO EXCEED 2:1 SLOPE WITH OUT A SOILS REPORT.

UTILITY NOTES

1. ALL UTILITY LINES TO BE UNDERGROUND.
2. ABOVE GRADE UTILITY BOX TO BE IN SCREENED LOCATION.

SNOW REMOVAL

SNOW PLOWED FROM DRIVE SHALL NOT BE PUSHED OUT THE STREET.

LEGEND

- WATER SERVICE LID
- UTILITY POLE
- SEWER MANHOLE
- ELECTRIC METER BOX
- GAS METER
- STORM DRAIN MANHOLE
- SEWER CLEAN OUT
- WATER VALVE
- ROAD SIGNAGE
- LOD FENCE
- SURFACE DRAINAGE FLOW
- EXISTING CONTOUR LINE
- NEW CONTOUR LINE
- WL - WATER LINE
- SL - SEWER LINE
- GL - GAS LINE
- OHW - OVERHEAD UTILITY LINE
- FD - FOUNDATION DRAIN LINE
- FIRE HYDRANT

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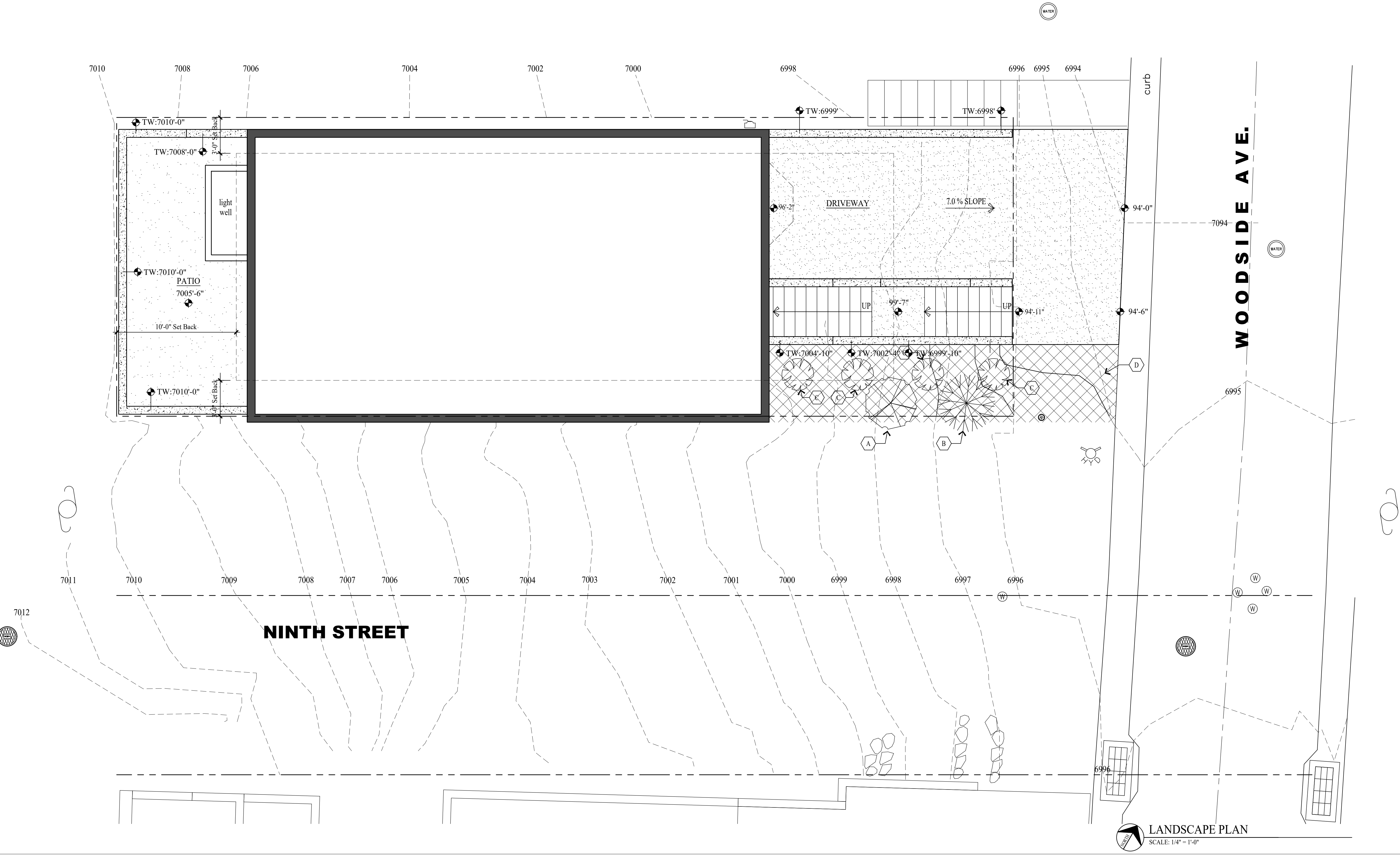
ARCHITECTURAL SITE PLAN

REVISIONS:
AUGUST 02, 2019
HDR Review Comments
OCT. 16, 2019
HDR Review Comments
DEC. 28, 2020
HDR Review
JUNE 24, 2021
HDR Review

DATE:
APRIL 10, 2019

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PLANTING NOTES

1. CONTRACTOR TO VERIFY LOCATION OF ALL UTILITIES PRIOR TO INITIATION OF EXCAVATION OR PLANTING OPERATIONS. ANY DAMAGE TO EXISTING UTILITIES ON SITE OR ADJACENT PROPERTY SHALL BE CONTRACTORS RESPONSIBILITY.
2. ALL PLANT MATERIAL SHALL CONFORM TO CURRENT AMERICAN ASSOCIATION OF NURSERYMANS STANDARD SPECIFICATIONS.
3. ALL PLANT MATERIAL SHALL BE INSTALLED AS PER DRAWINGS, DETAILS, AND SPECIFICATIONS.
4. CONTRACTOR SHALL VERIFY ALL QUANTITIES. IN CASE OF A DISCREPANCY, THE ILLUSTRATED LOCATIONS SHALL DICTATE COUNT.
5. CONTRACTOR SHALL COORDINATE ALL PLANTING WITH IRRIGATION CONTRACTOR, AS NEEDED.
6. IN THE EVENT OF A DISCREPANCY NOTIFY THE ARCHITECT OR OWNER IMMEDIATELY.
7. NO SUBSTITUTIONS SHALL BE ALLOWED WITHOUT WRITTEN PERMISSION OF THE ARCHITECT OR OWNER.
8. SHRUB BEDS SHALL RECEIVE 6" OF TOPSOIL.
9. ALL SHRUB BEDS SHALL HAVE 3" OF DECOMPOSED BARK MULCH INSTALLED.
10. SHRUB BED EDGING SHALL BE PRESSURE TREATED WOOD OR "TREX" EDGING. IT SHALL SEPARATE ALL SHRUB BEDS/ NATIVE GRASS LOCATIONS.
11. ALL PLANTS AND ALL PLANT STAKES SHALL BE SET PLUMB.
12. ALL ROOT WRAPPING MATERIAL MADE OF SYNTHETICS OR PLASTICS SHALL BE REMOVED AT TIME OF PLANTING AND PROPERLY DISCARDED.
13. NO BARE ROOT STOCK SHALL BE USED.

PLANT SCHEDULE

SYMBOL	KEY	QUANTITY	COMMON NAME	SCIENTIFIC NAME	SIZE	SPACING	COMMENTS
DECIDUOUS TREES							
	A	1	Bigtooth Maple	Acer Grandidentatum	3" Dia.	3'-8'	
	B	1	Rocky Mtn. Maple	Acer Glabrum	3" Dia.	3'-8'	
SHRUBS							
	C	4	Red twig dogwood	Cornus sericea "baileyi"	5 Gal.		Spacing as noted on plan
			Mountain Sage	Artemesia Tridentata Vaseyana	5 Gal.		Spacing as noted on plan
GROUND COVER and HYDROSEEDING							
	D	190 S/F	Native Grass Seed Mix		1 lb/1500	Hydroseed	See seed mix below

NATIVE GRASS SEED MIX
The seed mix shall be utilized in areas specified for native grasses. This mixture shall be applied at a sufficient rate so that germination and subsequent coverage reaches 80% in a representative 10'x10' area. If coverage does not reach 80% reseeding must occur. Apply at a rate of 80 lbs./ acre on the following percentages:
20% Crested Wheatgrass, 10% Streambank Wheatgrass, 20% Pubescent Wheatgrass, 15% Perennial Ryegrass, 15% Mountain Bromegrass, 10% Indian Ryegrass, 10% Alpine Bluegrass.
* In addition, add 10 lbs./ acre each of Linum lewisii and Penstemon Eatonii with native grass seed mixture.

REMODEL/ADDITION
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PARK CITY, UTAH 84060

LANDSCAPE PLAN

SHEET DESCRIPTION:

REVISIONS:
OCT. 16, 2019
HDDR Review Comments
JUNE 24, 2021
HDDR Review

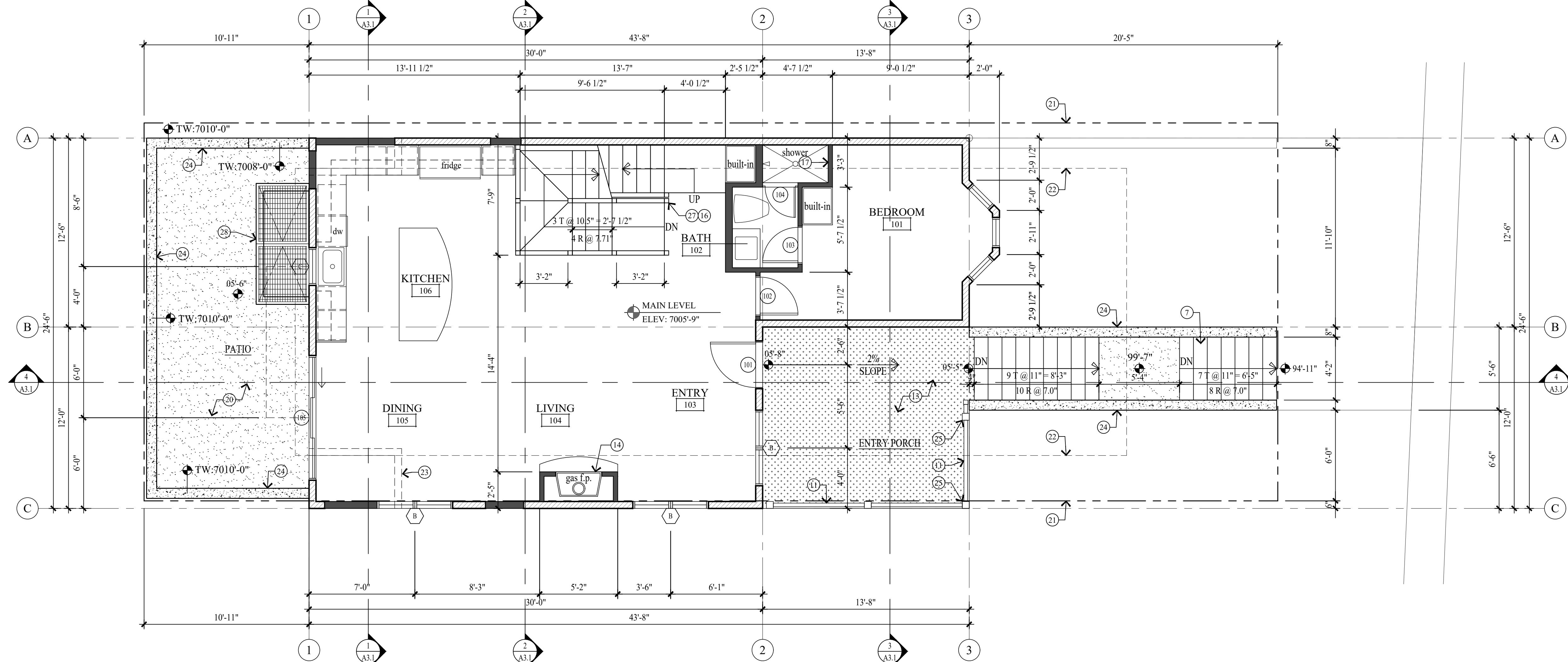
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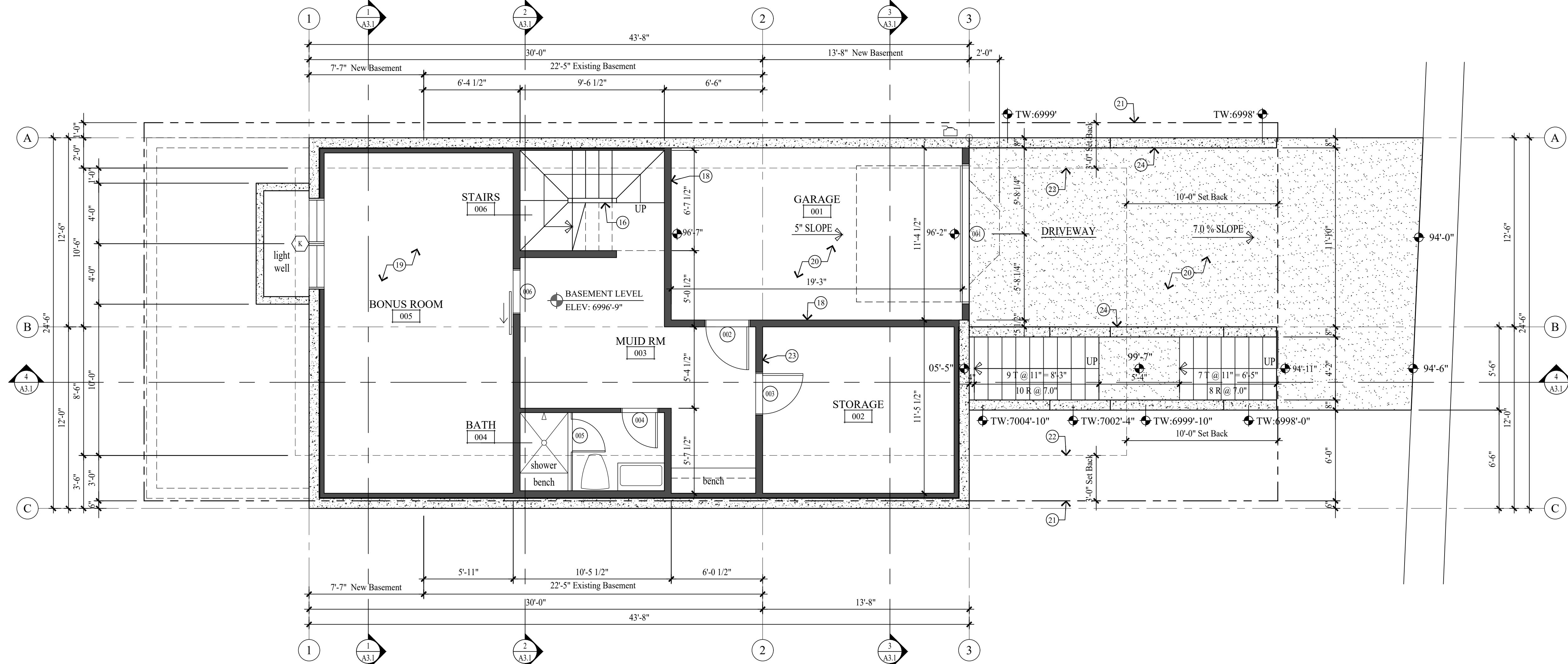
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MAIN LEVEL PLAN
SCALE: 1/4" = 1'-0"



BASEMENT LEVEL PLAN
SCALE: 1/4" = 1'-0"

WALL LEGEND

- EXISTING 2x FRAMED WALL
- EXISTING WALL TO BE REMOVED
- NEW CONCRETE WALL
- NEW 2x FRAMED WALL
- (E) INDICATES EXISTING
- (N) INDICATES NEW

GENERAL NOTES

- ALL DIMENSIONS ARE APPROXIMATE AND ARE TO BE FIELD VERIFIED PRIOR TO ANY CONSTRUCTION.
- EXTERIOR WALLS TO BE 2x6 FRAMING W/ BIB INSULATION R-23 - TYP. ALL INTERIOR WALLS TO BE 2x4 FRAMING, U.N.O. W/ BIB INSULATION R-15 - TYP. ALL INTERIOR PLUMBING AND BEARING WALLS TO BE 2x6 FRAMING, U.N.O. W/ BIB INSULATION R-23 - TYP. ALL FLOOR JOIST TO BE 9 1/2" TJI FRAMING U.N.O. W/ BIB INSULATION R-39 - TYP. ALL ROOF JOIST TO BE 7 1/4" LVL FRAMING U.N.O. W/ 7" CLOSED CELL FOAM INSULATION R-49 - TYP.
- FIRE SPRINKLERS TO BE ON THE WARM SIDE OF THE BUILDING ENVELOPE. ANTIFREEZE WILL NO LONGER BE ALLOWED IN FIRE SPRINKLER SYSTEMS.
- AIR LEAKAGE: THE BUILDING THERMAL ENVELOPE SHALL BE CONSTRUCTED TO LIMIT AIR LEAKAGE IN ACCORDANCE WITH SECTIONS N102.4.1 - N102.4.4.
- TWO INSPECTIONS ARE REQUIRED (FOAM AND BALANCE OF INSULATION), UNVENTED CONDITIONED ATTIC ASSEMBLIES.

KEY NOTES

- ARCHITECTURAL GRADE COMPOSITION SHINGLE 50 YEAR PRESIDENTIAL TL (355# PER SQUARE, MIN.) ON ICE AND WATER MEMBRANE ON 5/8" EXTERIOR SHEATHING ON ROOF JOIST - SEE STRUCTURAL FOR SIZE AND SPACING.
- HISTORIC MASONRY CHIMNEY TO BE REUSED AND REBUILT FROM ROOF STRUCTURE UP. SEE STRUCTURAL FOR SUPPORT. SEE DETAIL 16/A5.2 FOR FLASHING.
- ROOF CRICKET OVER-BUILD. CONTRACTOR TO FIELD VERIFY HEIGHT AND LOCATION.
- COMPOSITE RIDGE VENT; COBRA OR EQUAL.
- SNOW RETENTION BARS; S-5 X-GARD 2.0 OR EQUAL.
- GUTTERS AND DOWNSPOUTS TO TIE INTO EXISTING FRENCH DRAIN.
- CONCRETE STEPS ON 4" GRAVEL BASE.
- ROOF SKY LIGHT - SEE WINDOW SCHEDULE.
- GAS METER.
- ELECTRICAL METER.
- 36" HIGH RAILING: 2x6 SHAPED TOP RAIL W/ 2x2 BALLAST SPACED LESS THAN 4" W/ 2x6 BOTTOM RAIL.
- 1 1/2" DIA. STEEL PIPE RAIL. SEE DETAIL x/A5.1.
- ENTRY PORCH: WATERPROOF MEMBRANE ON 3/4" PLYWOOD ON SLOPED P.T. 2x12 JOIST @ 16" O.C. DECK JOIST TO BE RIPPED 1/2" PER FOOT.
- 36" DIRECT VENT FIREPLACE. FRAME ON 10" PLATFORM. SEALED GAS APPLIANCE APPROVED FOR SLEEPING AREAS.
- ENCLOSED ACCESSIBLE SPACE UNDER STAIRS SHALL HAVE WALLS, UNDER-STAIR SURFACE AND ANY SOFFITS PROTECTED ON THE ENCLOSED SIDE WITH 1/2" GYPSUM BOARD.
- FOR TYPICAL STAIRWAY, HANDRAILING AND GUARDRAILING NOTES & DETAILS SEE SHEET A5.1.
- TUBS AND SHOWERS WITH TILED WALLS REQUIRE A PORTLAND CEMENT APPLICATION, FIBER-CEMENT OR GLASS MAT GYPSUM BACKER.
- 5/8" TYPE "X" ON GARAGE CEILING AND WALL SEPARATING THE GARAGE AND LIVING SPACE.
- 4" REINFORCED CONCRETE SLAB ON 6 MIL POLYETHYLENE VAPOR RETARDER (JOINTS TO LAP 6" MIN.) ON 4" GRAVEL BASE.
- 4" REINFORCED CONCRETE PATIO, GARAGE, DRIVEWAY & WALKWAY ON 4" GRAVEL BASE.
- PROPERTY LINE.
- SET BACK LINE.
- LINE OF WALL/BEAM ABOVE.
- 6" CONC. RETAINING WALL W/ STONE VENEER. SEE DETAIL.
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- METAL CHIMNEY PIPE.
- 36" HIGH WOOD TOP RAIL/HAND GRIP TO BE STD. MILL SHAPE CONT. W/ 1/2" DIA. STEEL BALLAST, VERTICAL, SPACED LESS THAN 4".
- ALUMINUM GRATE OVER CONCRETE WINDOW WELL TO BE HINGED FOR EGRESS ACCESS.

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BASEMENT LEVEL PLAN
MAIN LEVEL PLAN

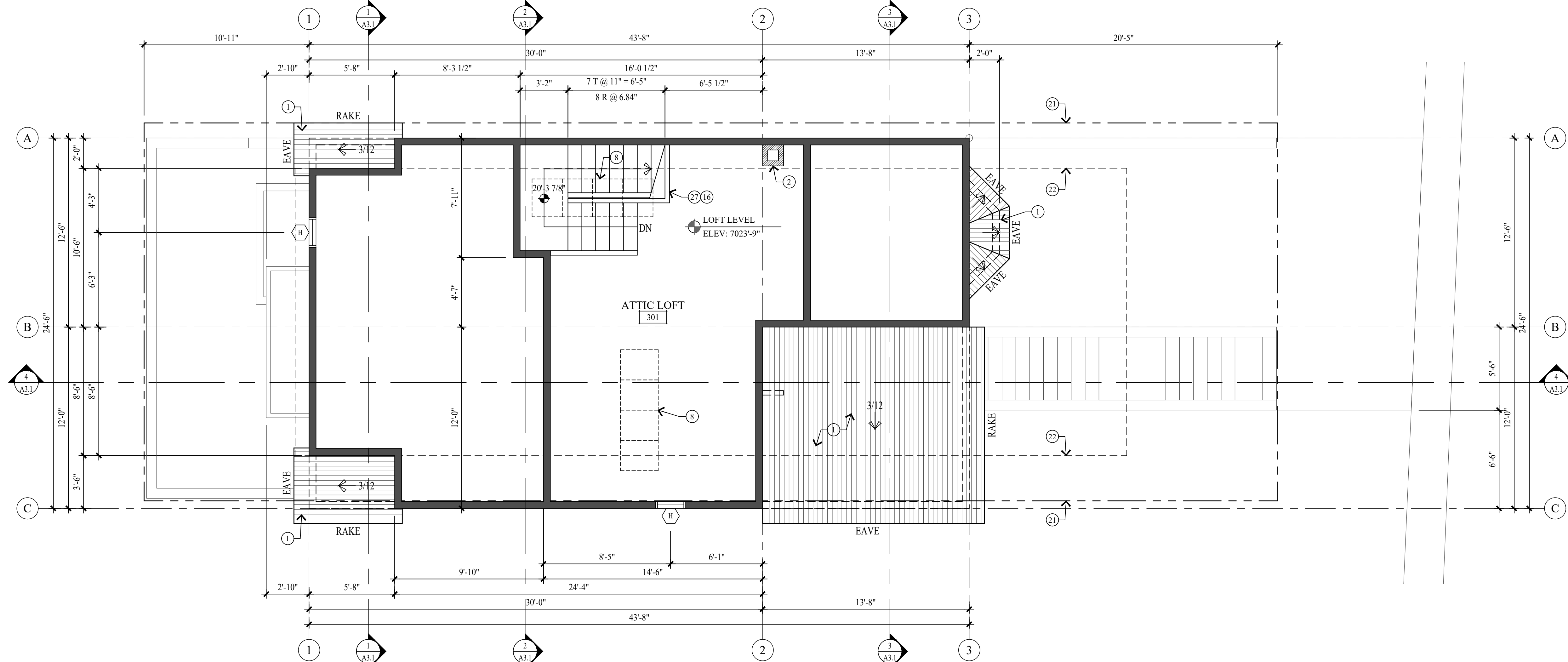
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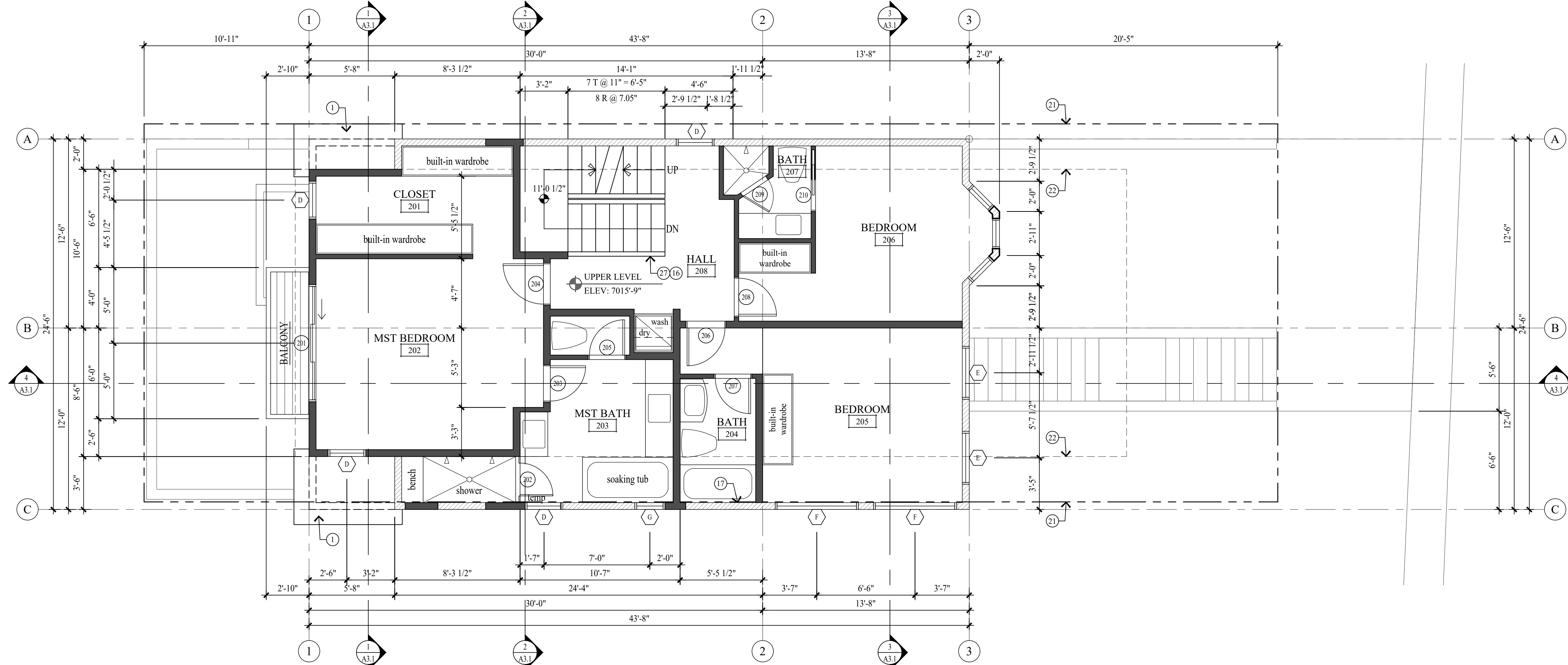
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A1.1

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LOFT LEVEL & LOW ROOF PLAN
SCALE: 1/4" = 1'-0"



UPPER LEVEL PLAN
SCALE: 1/4" = 1'-0"

WALL LEGEND

- EXISTING 2x FRAMED WALL
- EXISTING WALL TO BE REMOVED
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UPPER LEVEL PLAN
LOFT LEVEL PLAN

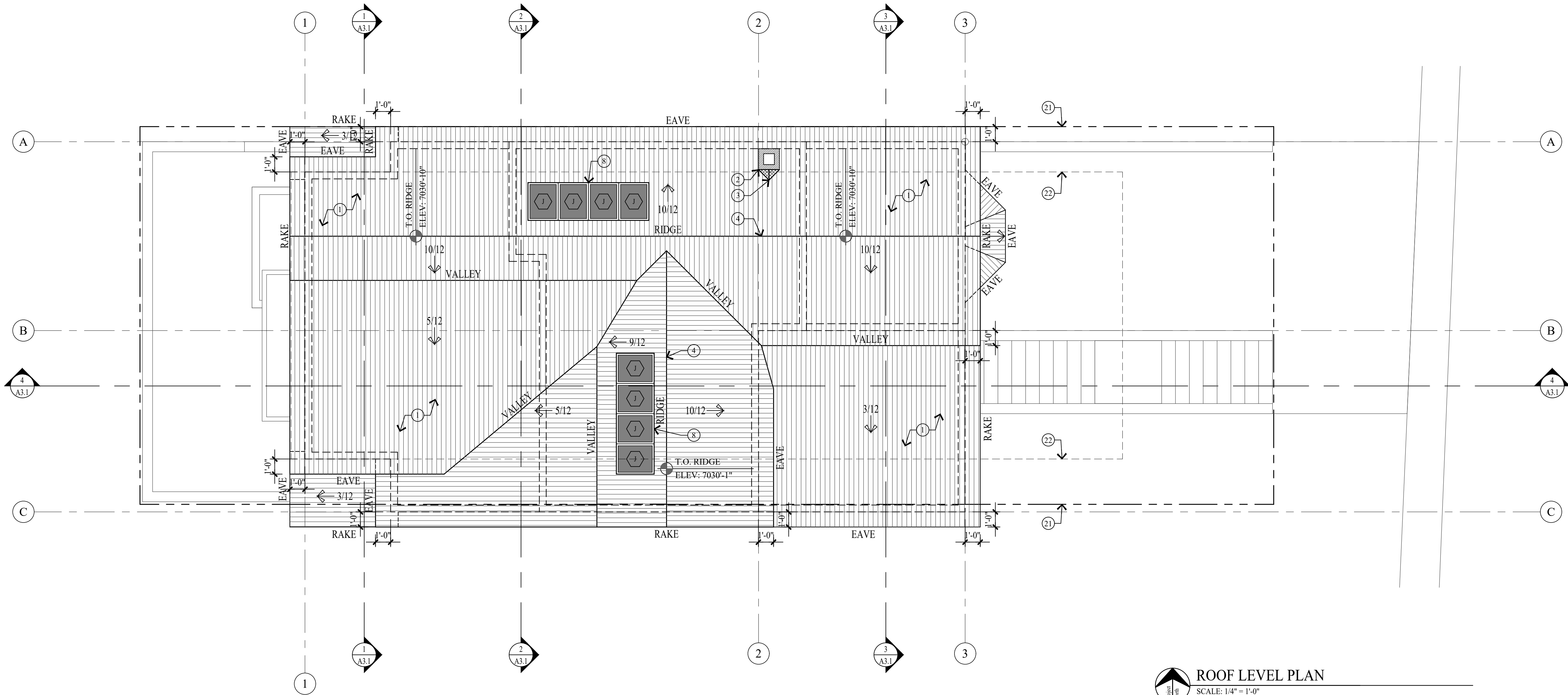
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A1.2

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ROOF LEVEL PLAN
SCALE: 1/4" = 1'-0"

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- SET BACK LINE.
- LINE OF WALL/BREAM ABOVE.
- 8" CONC. RETAINING WALL W/ STONE VENEER. SEE DETAIL.
- 6x6 COLUMN, WRAPPED TO MATCH EXISTING TRIM.
- METAL CHIMNEY PIPE.
- 36" HIGH WOOD TOP RAIL/HAND GRIP TO BE STD. MILL SHAPE CONT. W/ 1/2" DIA. STEEL BALLAST, VERTICAL, SPACED LESS THAN 4".
- ALUMINUM GRATE OVER CONCRETE WINDOW WELL TO BE HINGED FOR EGRESS ACCESS.

Jonathan DeGray
A r c h i t e c t
P.O. Box 1674, 614 Main Street, Suite 302, Park City, Utah 84060
Tel. 435-648-7263, E-mail: degrayarch@westoffice.net

REMODEL/ADDITION
HISTORIC DISTRICT DESIGN REVIEW SET
901 WOODSIDE AVENUE
PARK CITY, UTAH 84060

ROOF PLAN

SHEET DESCRIPTION:

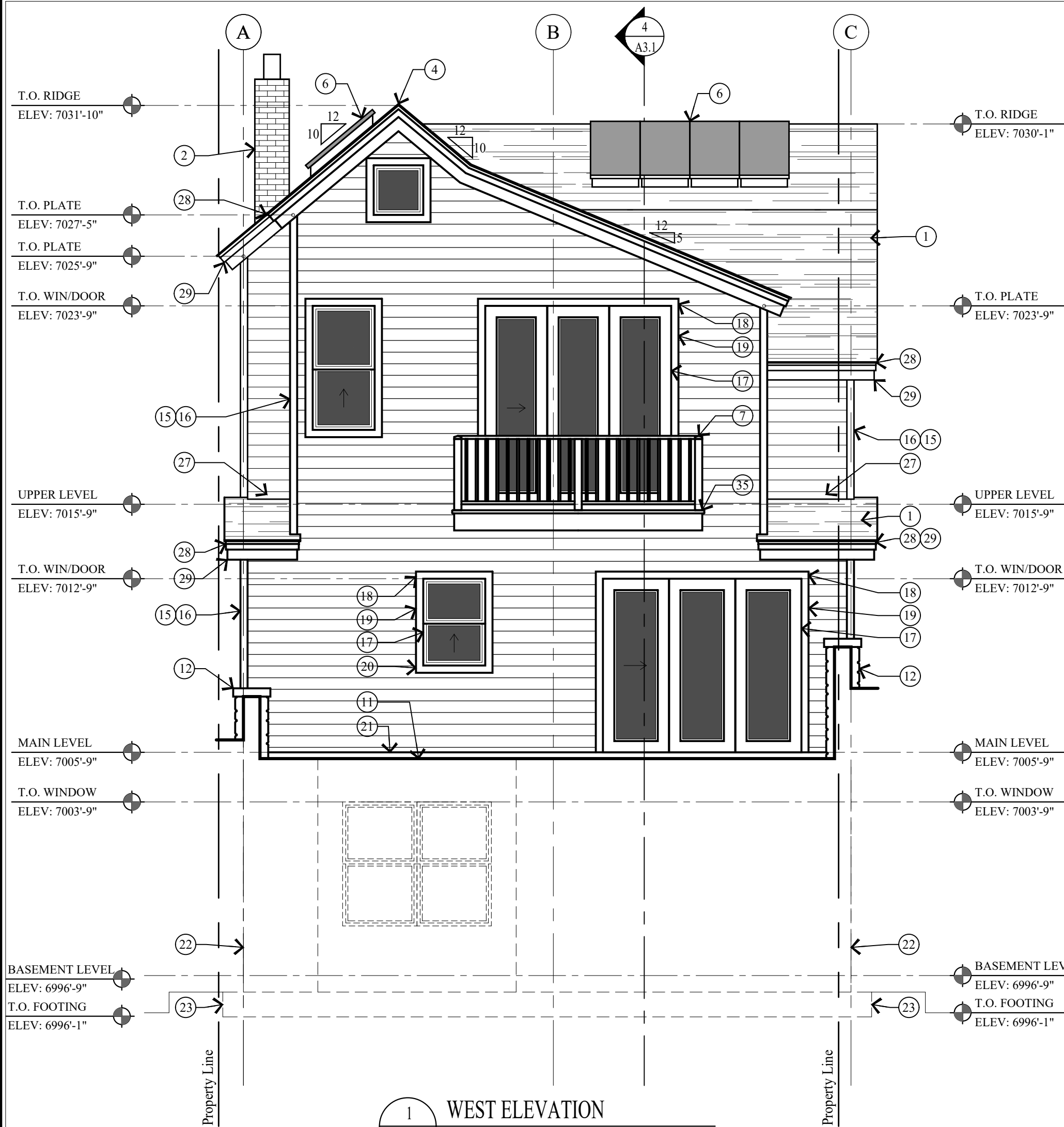
REVISIONS:
1 DEC. 28, 2020
HDDR Review
2 JUNE 24, 2021
HDDR Review

DATE:
APRIL 10, 2019

PROJECT NUMBER:
1812-02

SHEET NUMBER:
A1.3

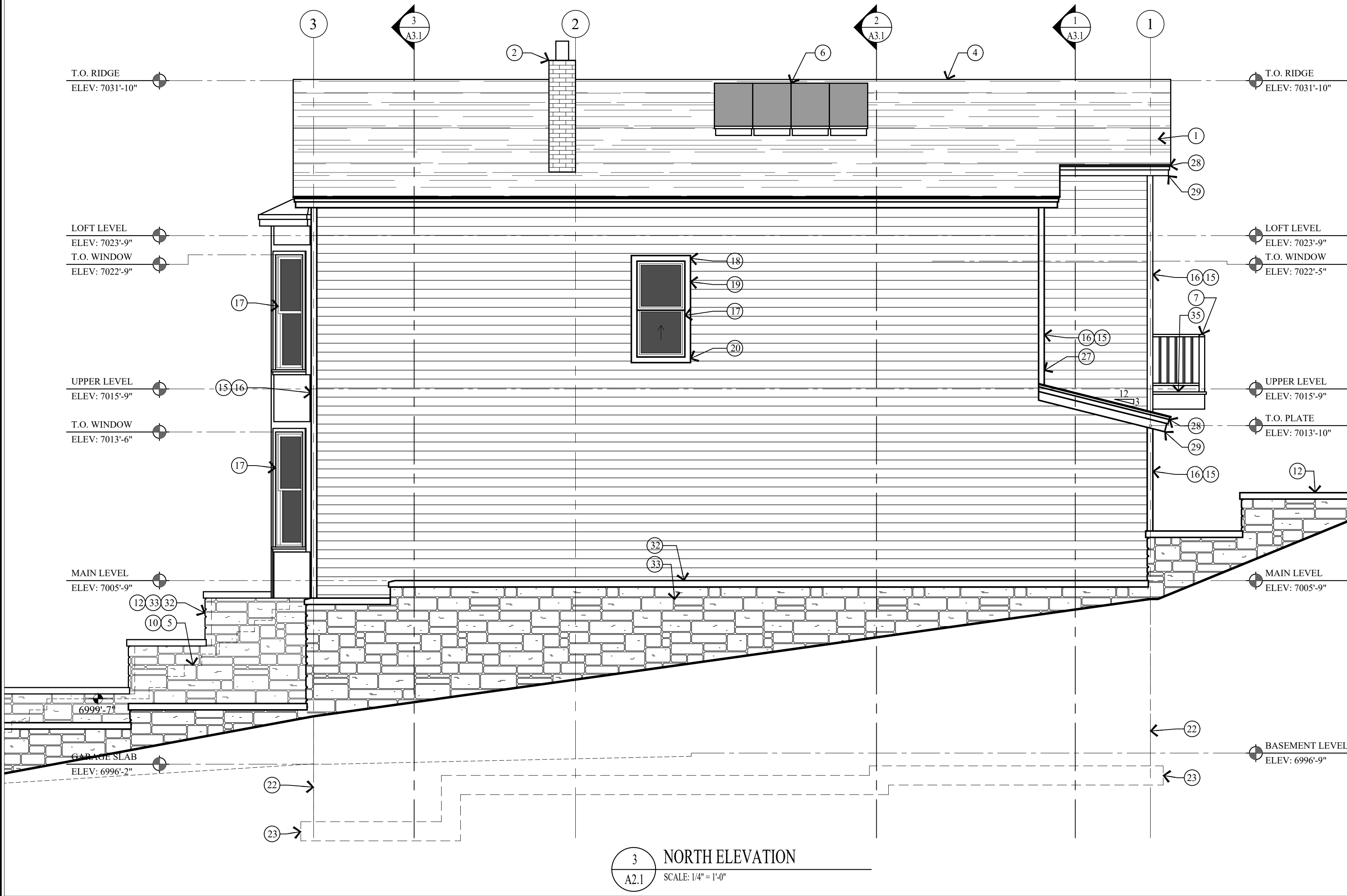
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1 WEST ELEVATION
SCALE: 1/4" = 1'-0"



2 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



3 NORTH ELEVATION
SCALE: 1/4" = 1'-0"



4 EAST ELEVATION
SCALE: 1/4" = 1'-0"

KEY NOTES

- ARCHITECTURAL GRADE COMPOSITION SHINGLE 50 YEAR PRESIDENTIAL TL G550 PER SQUARE, MIN.) ON ICE AND WATER MEMBRANE ON 5/8" EXTERIOR SHEATHING ON ROOF JOIST - SEE STRUCTURAL FOR SIZE AND SPACING.
- HISTORIC MASONRY CHIMNEY TO BE REUSED AND REBUILT FROM ROOF STRUCTURE UP. SEE STRUCTURAL FOR SUPPORT. SEE DETAIL 16/A5.2 FOR FLASHING.
- ROOF CRICKET/OVER-BUILD, CONTRACTOR TO FIELD VERIFY HEIGHT AND LOCATION.
- COMPOSITE RIDGE VENT; COBRA OR EQUAL.
- CONCRETE STEPS ON 4" GRAVEL BASE.
- ROOF SKY LIGHT - SEE WINDOW SCHEDULE.
- 36" HIGH RAILING: 2x6 SHAPED TOP RAIL W/ 2x2 BALLAST SPACED LESS THAN 4" W/ 2x6 BOTTOM RAIL.
- 1 1/2" DIA. STEEL PIPE RAIL. SEE DETAIL x/A5.1.
- ENTRY PORCH: WATERPROOF MEMBRANE ON 3/4" PLYWOOD ON SLOPED P.T. 2x12 JOIST @ 16" O.C. DECK JOIST TO BE RIPPED 1/2" PER FOOT.
- FOR TYPICAL STAIRWAY, HANDRAILING AND GUARDRAILING NOTES & DETAILS SEE SHEET A5.1.
- 4" REINFORCED CONCRETE PATIO, GARAGE, DRIVEWAY & WALKWAY ON 4" GRAVEL BASE.
- 8" CONC. RETAINING WALL W/ STONE VENEER. SEE DETAIL.
- 6x6 COLUMN, WRAPPED TO MATCH EXISTING TRIM.
- 2x8 ON 2x10 BUILT-UP TRIM BOARD - STAINED. SEE DETAIL x/A5.1.
- 2x4 CEDAR OUTSIDE CORNER BOARD, 2x2 CEDAR INSIDE CORNER BOARD - STAINED.
- 1x6 HORIZONTAL LAP SIDING ON TYVEK HOMEWRAP ON 1/2" EXT. SHEATHING.
- WOOD ALUMINUM CLAD WINDOWS AND DOORS W/ INSULATED GLASS - SEE SCHEDULE.
- 1x4 WINDOW/DOOR HEAD - STAINED.
- 1x4 WINDOW/DOOR JAMB - STAINED.
- 1x2 STOOL ON 1x4 WINDOW SILL - STAINED.
- COPPER FLASHING AND COUNTER FLASHING.
- FOUNDATION - SEE STRUCTURAL FOR SIZE AND REINFORCING.
- FOOTING - SEE STRUCTURAL FOR SIZE AND REINFORCING.
- FINISH GRADE TO SLOPE AWAY FROM HOUSE A MIN. OF 6" WITHIN THE FIRST 10'. IRC R401.3
- EXISTING GRADE LINE.
- LINE 27'-0" HEIGHT ABOVE EXISTING GRADE.
- ROOF TO WALL SURFACE; EXTEND BITUTHANE MEMBRANE OVER ROOF DECK & UP WALL SURFACE 24".
- 1 1/2" x 3 1/2" CONTINUOUS METAL DRIP EDGE.
- 1x4 ON 1x8 BUILT-UP FASCIA - STAINED.
- 3x12 TIMBER BUILD-UP DOOR HEAD - STAINED.
- GARAGE DOOR - SEE SCHEDULE.
- CUT STONE SILL/CAP CONTINUOUS.
- 4" STONE VENEER - SEE SHEET S1.1 GENERAL STRUCTURAL NOTE FOR INSTALLATION.
- METAL CHIMNEY PIPE.
- 2x6 DECKING ON 2x10 P.T. JOIST @ 16" O.C.

PRODUCT DESCRIPTION:

ELEVATIONS

SHEET DESCRIPTION:

REVISIONS:
DEC. 28, 2020
HDR Review
JUNE 24, 2021
HDR Review

DATE:
APRIL 10, 2019

PROJECT NUMBER:
1812-02

SHEET NUMBER:

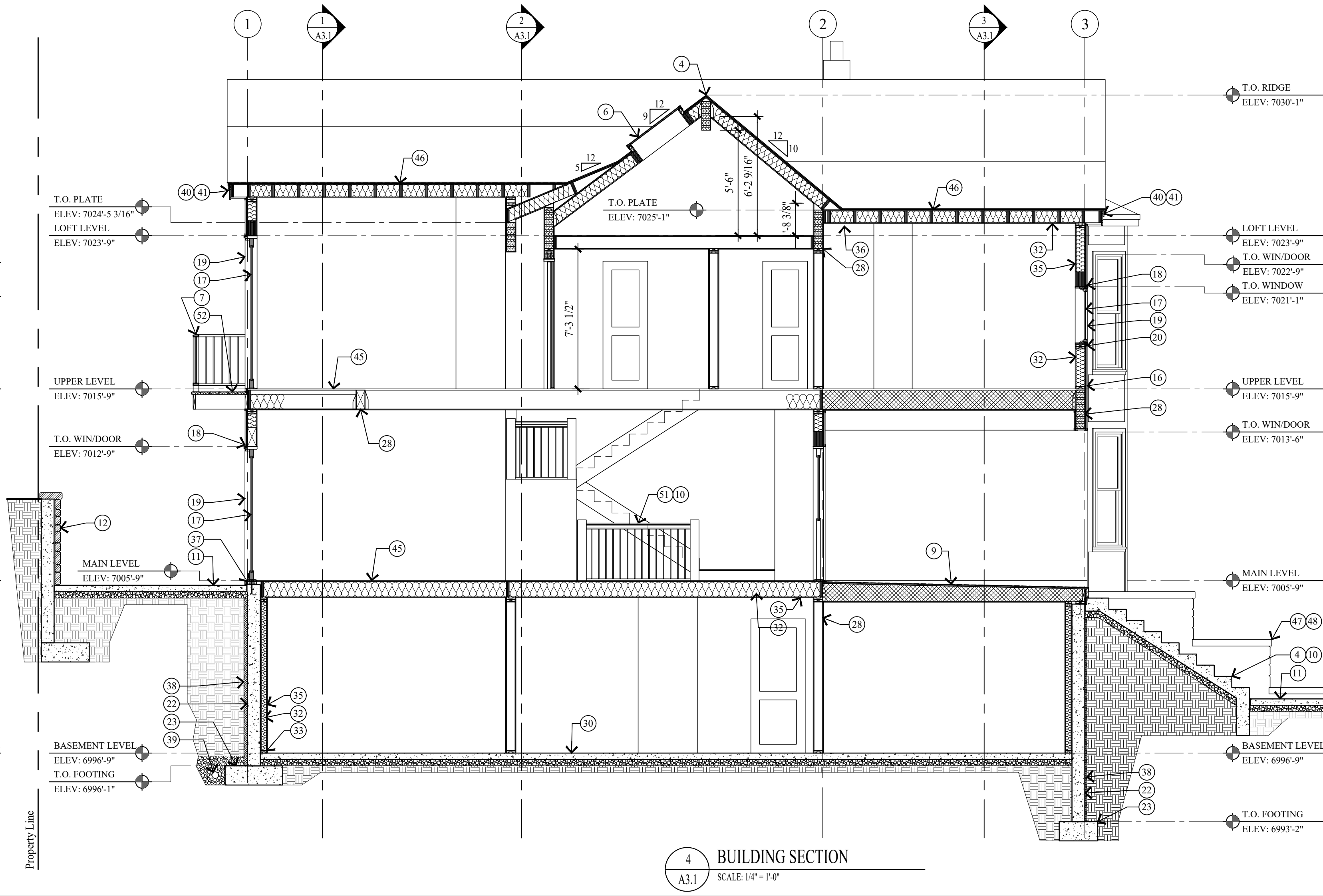
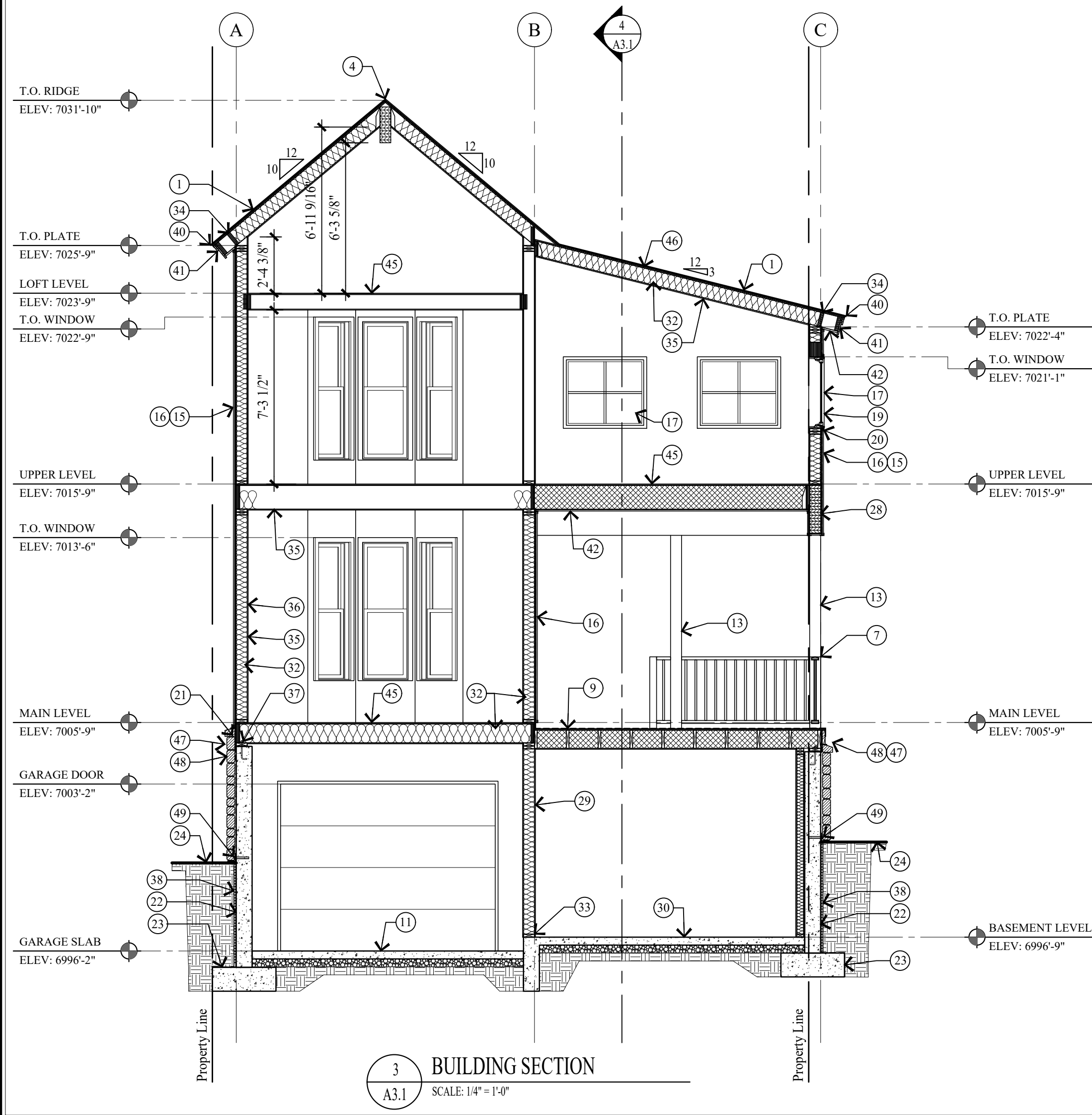
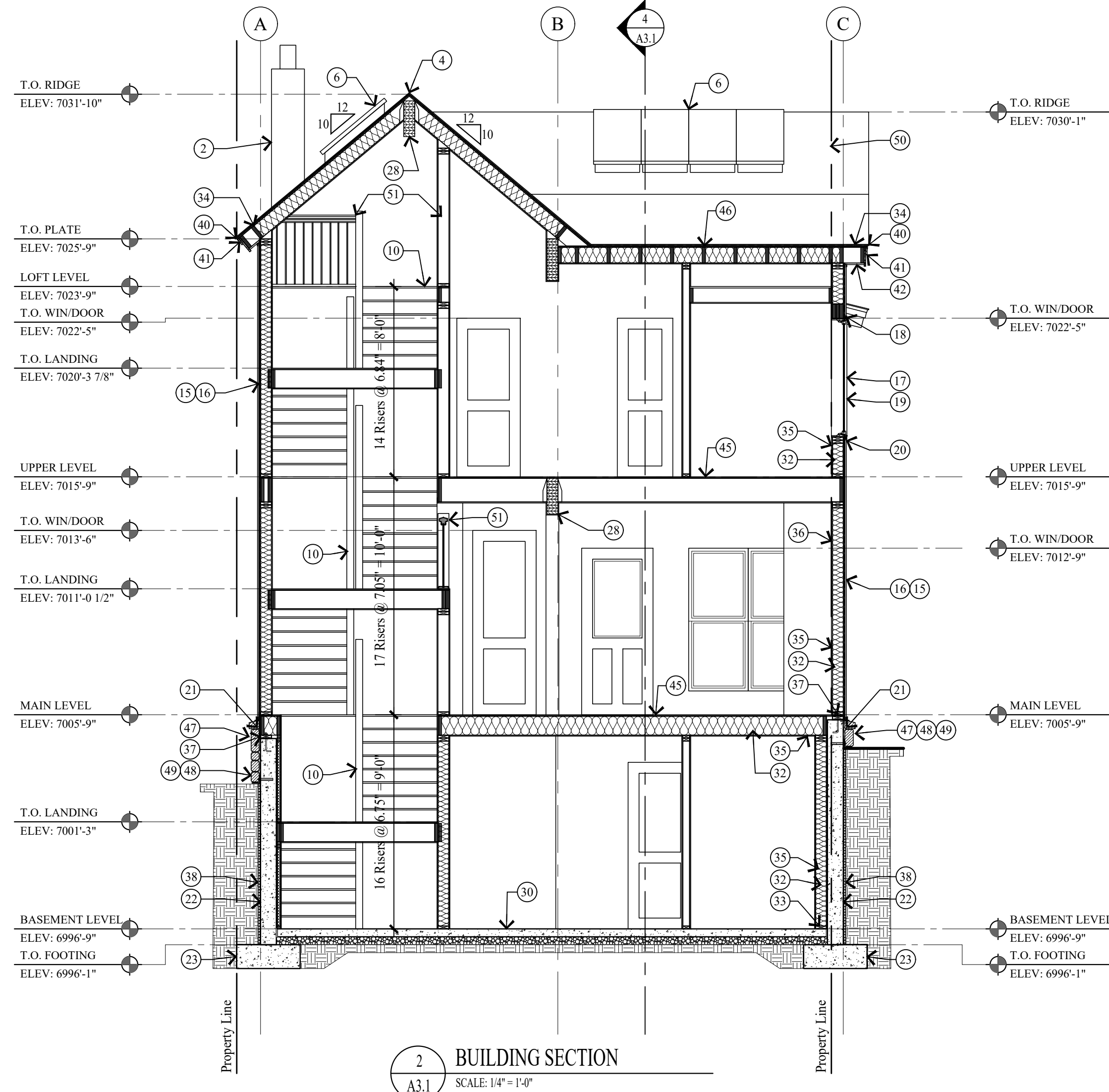
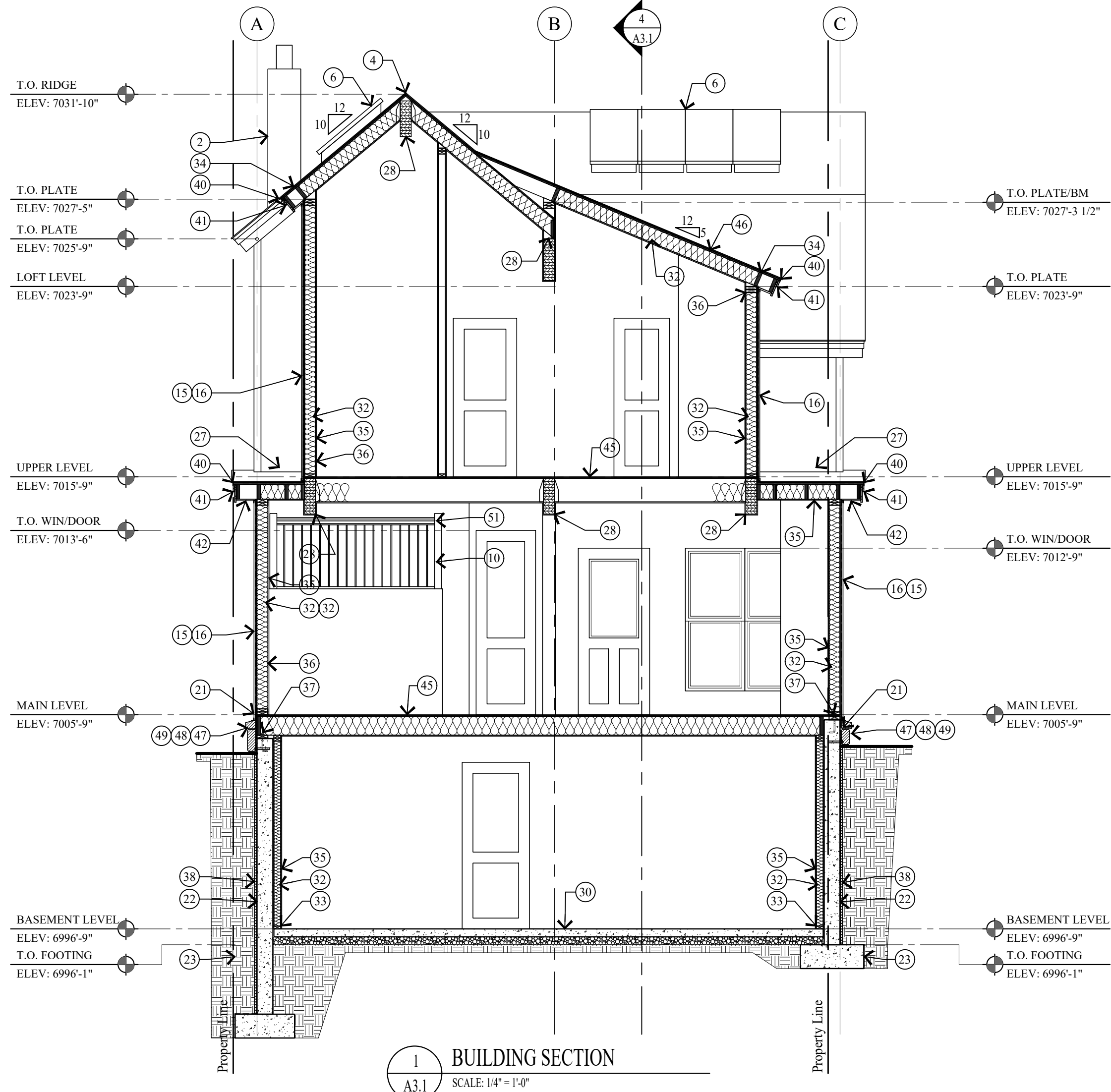
A2.1

Jonathan DeGray
A r c h i t e c t

P.O. Box 1674, 614 Main Street, Suite 302, Park City, Utah 84060
Tel. 435-648-7263, E-mail: degrayarch@westoffice.net

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HISTORIC DISTRICT DESIGN REVIEW SET
901 WOODSIDE AVENUE
PARK CITY, UTAH 84060

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- ### KEY NOTES
- ARCHITECTURAL GRADE COMPOSITION: SHINGLE 50 YEAR PRESIDENTIAL TL G558 PER SQUARE, MIN.) ON ICE AND WATER MEMBRANE ON 5/8" EXTERIOR SHEATHING ON ROOF JOIST - SEE STRUCTURAL FOR SIZE AND SPACING.
 - HISTORIC MASONRY CHIMNEY TO BE REUSED AND REBUILT FROM ROOF STRUCTURE UP. SEE STRUCTURAL FOR SUPPORT. SEE DETAIL 16/A5.2 FOR FLASHING.
 - ROOF CRICKET/OVER-BUILD, CONTRACTOR TO FIELD VERIFY HEIGHT AND LOCATION.
 - COMPOSITE RIDGE VENT; COBRA OR EQUAL.
 - CONCRETE STEPS ON 4" GRAVEL BASE.
 - ROOF SKY LIGHT - SEE WINDOW SCHEDULE.
 - 36" HIGH RAILING: 2x6 SHAPED TOP RAIL W/ 2x2 BALLAST SPACED LESS THAN 4" W/ 2x6 BOTTOM RAIL.
 - 1 1/2" DIA. STEEL PIPE RAIL. SEE DETAIL x/A5.1.
 - ENTRY PORCH: WATERPROOF MEMBRANE ON 3/4" PLYWOOD ON SLOPED P.T. 2x12 JOIST @ 16" O.C. DECK JOIST TO BE RIPPED 1/4" PER FOOT.
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 - 6x6 COLUMN, WRAPPED TO MATCH EXISTING TRIM.
 - 2x8 ON 2x10 BUILT-UP TRIM BOARD - STAINED. SEE DETAIL X/A5.1.
 - 2x4 CEDAR OUTSIDE CORNER BOARD, 2x2 CEDAR INSIDE CORNER BOARD - STAINED.
 - 1x6 HORIZONTAL LAP SIDING ON TVYK HOMEWRAPE ON 1/2" EXT. SHEATHING.
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 - FOUNDATION - SEE STRUCTURAL FOR SIZE AND REINFORCING.
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 - FINISH GRADE TO SLOPE AWAY FROM HOUSE A MIN. OF 6" WITHIN THE FIRST 10'. IRC R401.3
 - EXISTING GRADE LINE.
 - LINE 27'-0" HEIGHT ABOVE EXISTING GRADE.
 - ROOF TO WALL SURFACE; EXTEND BITUTHANE MEMBRANE OVER ROOF DECK & UP WALL SURFACE 24".
 - STRUCTURAL BEAM - SEE STRUCTURAL DRAWINGS FOR SIZE AND DETAILS.
 - 5/8" TYPE "X" ON GARAGE CEILING AND WALL SEPARATING THE GARAGE AND LIVING SPACE.
 - 4" REINFORCED CONCRETE SLAB ON 6 MIL POLYETHYLENE VAPOR RETARDER (JOINTS TO LAP 6" MIN.) ON 4" GRAVEL BASE.
 - ENCLOSED ACCESSIBLE SPACE UNDER STAIRS SHALL HAVE WALLS, UNDER STAIR SURFACE AND ANY SOFFITS PROTECTED ON THE ENCLOSED SIDE WITH 1/2" GYPSUM BOARD.
 - INSULATION: SEE GENERAL NOTE #2 ON FLOOR PLAN SHEETS FOR TYPE AND R-VALUE.
 - ALL LUMBER IN CONTACT WITH CONCRETE OR MASONRY INCLUDING LEDGERS AND FURRING WALLS MUST BE PRESERVATIVELY TREATED OR FOUNDATION GRADE REDWOOD.
 - SOLID BLOCKING AND HURRICANE HOLD DOWN AT EACH RAFTER OR SIMPSON VPA.
 - 1/2" GYP. BD. ON 4 MIL POLYETHYLENE VAPOR RETARDER AT FLOOR JOIST, ROOF JOIST AND EXTERIOR WALLS.
 - FIRE BLOCK STUD SPACES AT SOFFIT, FLOOR AND CEILING JOIST LINES, AT 10 FT. VERTICALLY AND HORIZONTALLY, AND AT ANY OTHER LOCATIONS NOT SPECIFICALLY MENTIONED WHICH COULD AFFORD PASSAGE FOR FLAMES. - IRC R302.1.1
 - TREATED WOOD SILL PLATE W/ 1/2" ANCHOR BOLTS EMBEDDED 7" INTO CONCRETE, SPACED 32" O.C. U.N.O. ON PLANS. PLATE WASHERS SHALL 3"x3"x1/4" AND USED ON EACH BOLT. SEE STRUCTURAL SHEAR WALL SCHEDULE.
 - DRAINAGE MATT ON WATERPROOF MEMBRANE
 - 4" PERF. DRAIN PIPE WRAPPED IN FILTER FABRIC IN 12" OF FREE DRAINING GRAVEL TIED INTO STORM DRAIN.
 - 1 1/2" x 3 1/2" CONTINUOUS METAL DRIP EDGE.
 - 1x4 ON 1x8 BUILT-UP FASCIA - STAINED
 - 1x CEDAR SOFFIT W/ CONTINUOUS SOFFIT VENT.
 - 3x12 TIMBER BUILT-UP DOOR HEAD - STAINED
 - GARAGE DOOR - SEE SCHEDULE.
 - 3/4" FLOOR SHEATHING ON FLOOR JOIST - SEE STRUCTURAL FOR SIZE AND SPACING.
 - 5/8" EXTERIOR SHEATHING ON ROOF JOIST - SEE STRUCTURAL FOR SIZE AND SPACING.
 - CUT STONE SILL/CAP CONTINUOUS.
 - 4" STONE VENEER - SEE SHEET S1.1 GENERAL STRUCTURAL NOTE FOR INSTALLATION.
 - STONE SUPPORT; 6"x6"x 5/16" CONTINUOUS ANGLE W/ 3/4" DIA EPOXY BOLTS x 5" EMBED @ 24" O.C. WITH MASTIC AROUND ANGLE & BOLTS. 3/16" DIA. WEEP HOLE @ 32" O.C. STEEL TO BE SHOP COATED W/ RUST-INHIBITIVE PAINT.
 - METAL CHIMNEY PIPE.
 - 36" HIGH WOOD TOP RAIL/HAND GRIP TO BE STD. MILL SHAPE CONT. W/ 1/2" DIA. STEEL BALLAST. VERTICAL, SPACED LESS THAN 4".
 - 2x6 DECKING ON 2x10 P.T. JOIST @ 16" O.C.

Jonathan DeGray
A r c h i t e c t

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REMODEL/ADDITION
HISTORIC DISTRICT DESIGN REVIEW SET
901 WOODSIDE AVENUE
PARK CITY, UTAH 84060

BUILDING SECTIONS

SHEET DESCRIPTION:

REVISIONS:
DEC. 28, 2020
HDDR Review
JUNE 24, 2021
HDDR Review

DATE:
APRIL 10, 2019

PROJECT NUMBER:
1812-02

SHEET NUMBER:
A3.1

[illegible][illegible]

WINDOW NOTES

1. ALL WINDOWS OPENINGS TO BE FIELD VERIFIED BY CONTRACTOR BEFORE INSTALLATION.
2. GLAZING IN HAZARDOUS LOCATION IS REQUIRED TO BE GLAZED WITH SAFETY MATERIAL. IRC SECTION R308.3 AND R308.4.
3. ALL WINDOWS IN BATHROOMS MUST BE TEMPERED GLASS
4. TEMPERED GLASS SHALL BE PROVIDED IN: FRAMELESS GLASS DOORS, GLASS IN DOORS, GLASS WITHIN A 24" ARC OF DOORS, GLAZING LESS THAN 60° ABOVE A WALKING SURFACE THAT IS WITHIN 5 FEET STAIRS, OR GLAZING WITHIN 5 FEET OF SPAS OR POOLS, CERTAIN FIXED PANELS, AND SIMILAR GLAZED OPENINGS SUBJECT TO HUMAN IMPACT. IRC R308
5. EGRESS WINDOWS: FINISH SILL HT. MIN. 44" FROM FLOOR MIN. CLEAR OPENING OF 5.7 S/F MIN NET CLEAR OPENING 20" WIDTH AND 24" HT.
6. ALL WINDOWS TO HAVE A MIN. U-VALUE OF .31

DOOR SCHEDULE

[illegible]

DOOR NOTES

1. ALL DOOR OPENINGS TO BE FIELD VERIFIED BY CONTRACTOR BEFORE INSTALLATION.
2. ALL DOORS TO BE 1 3/4" SOLID CORE UNLESS NOTED OTHERWISE.
3. ALL SHOWER DOORS AND GLASS SHOWER ENCLOSURES SHALL BE TEMPERED GLASS. IRC SECTION R308.3 AND R308.4
4. FRENCH/PATIO/TERRACE/ANNA DOORS TO BE SUPPLIED BY WINDOW MANUFACTURE TO HAVE A U-VALUE OF .31 MINIMUM.
5. AUTOMATIC GARAGE DOOR OPENERS SHALL BE TESTED IN ACCORDANCE WITH UL325 - IRC 309.4.

REMODEL/ADDITION
HISTORIC DISTRICT DESIGN REVIEW SET
901 WOODSIDE AVENUE
PARK CITY, UTAH 84060

SCHEDULES
DOOR, WINDOW AND ROOM

REVISIONS:

3 DEC. 28, 2020
HDDR Review

4 JUNE 24, 2021
HDDR Review

DATE: APRIL 10, 2019

PROJECT NUMBER:
1812-02

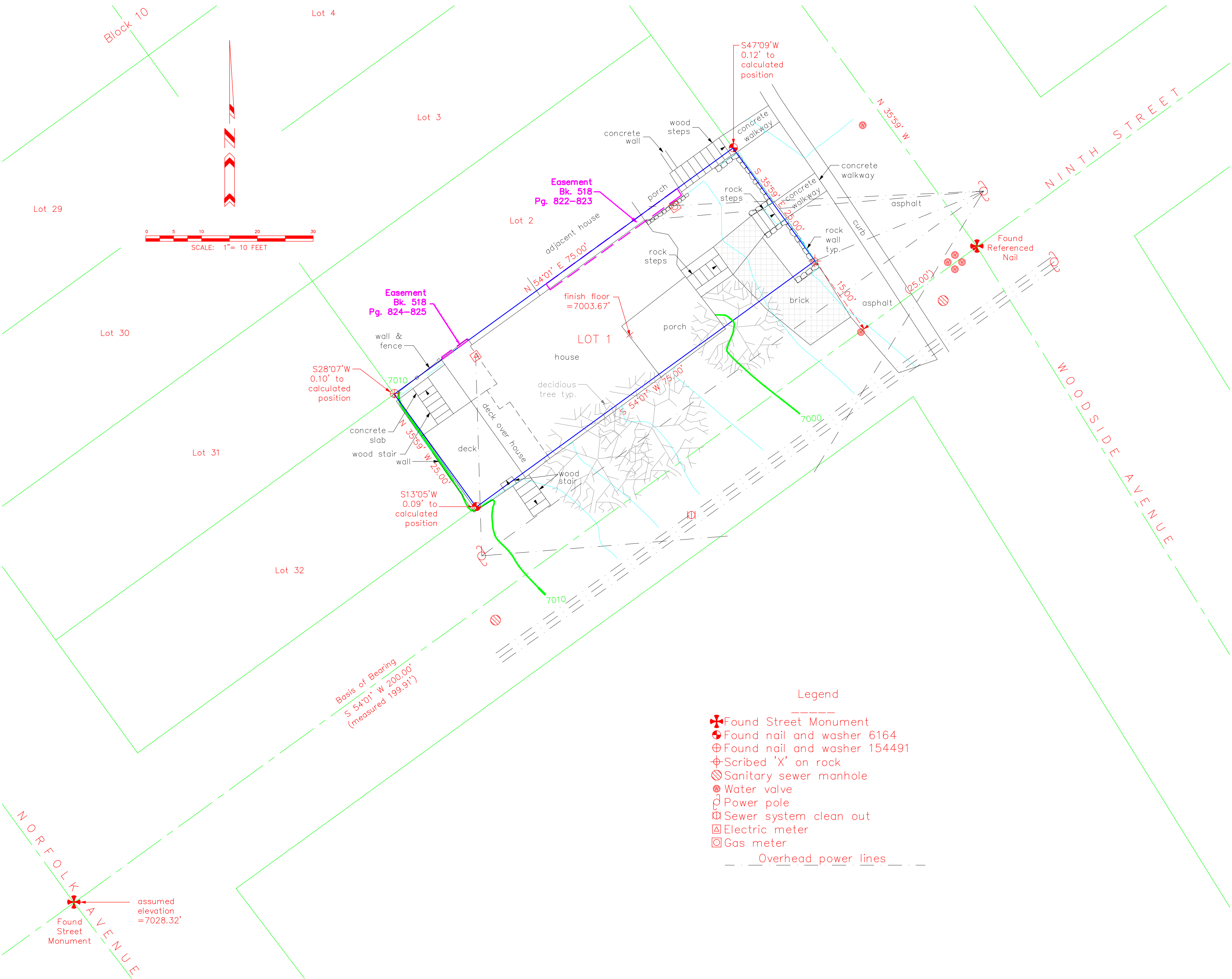
SHEET NUMBER:

Historic District Design Review Pre-Application PL-18-04030	
November 11, 2018	The Applicant submitted a Historic District Design Review (HDDR) Pre-Application to renovate the Landmark Historic Structure under the 2018 Design Guidelines for Historic Sites. The proposal included a garage under the structure with access on the southern façade through a private driveway proposed to be constructed within the 9 th Street platted but un-built right-of-way.
December 5, 2018	The Design Review Team reviewed the Pre-Application and provided input.
Full Historic District Design Review Application PL-18-04030	
February 15, 2019	The Applicant submitted a full HDDR application. The updated Design Guidelines for Historic Districts was not adopted until May 16, 2019 , so the HDDR application is subject to the previous Design Guidelines for Historic Districts.
April 19, 2019	Staff deemed the application complete.
August 7, 2019	The Historic Preservation Board approved (I) material deconstruction of the roof, chimney, exterior walls, foundation, porch, doors, and windows to accommodate rehabilitation of the Landmark Historic Structure; and (II) disassembly and reassembly (panelization) of the Structure. (Staff Report; Minutes , p. 11).
Conditional Use Permit Applications PL-19-04152	
March 11, 2019	The Applicant submitted a Conditional Use Permits for (I) a private driveway in the platted, un-built right-of-way; and (II) a side setback exception for a new basement addition to the Landmark Historic Structure.
April 19, 2019	Staff deemed the application complete.

Exhibit D – 901 Woodside Avenue Background

August 14, 2019	The Planning Commission approved the Conditional Use Permit to construct a basement within the footprint of the Landmark Historic Structure (Staff Report; Minutes, p. 46). The Planning Commission reviewed the Conditional Use Permit to construct a private driveway in the platted but un-built 9th Street right-of-way and continued the discussion to September 11, 2019 (Staff Report; Minutes, p. 51).
September 11, 2019	The Planning Commission continued the Conditional Use Permit for the private driveway in the platted but un-built 9th Street right-of-way to September 25, 2019 (Staff Report; Minutes, p. 45).
September 25, 2019	The Planning Commission reviewed the proposed Conditional Use Permit and continued the review to November 13, 2019 (Staff Report; Minutes, p. 2).
November 13, 2019	Based on Planning Commission input, the applicant separated the sidewalk from the driveway with landscaping, reduced the retaining wall along the driveway, and included a dirt path beyond the driveway to connect to the public access (Staff Report; Minutes, p. 8). The Planning Commission voted three for and three against the Conditional Use Permit to construct a private driveway in the platted and un-built right-of-way and the motion failed.
November 21, 2019	Staff recommended the City Council call up the Conditional Use Permit for review (Staff Report; Minutes, p. 16).
December 19, 2019	The City Council called up the Conditional Use Permit for the private driveway in the platted but un-built 9th Street right-of-way and unanimously voted to deny the Conditional Use Permit (Staff Report; Minutes, p. 17).
February 3, 2021	The Applicant redesigned the proposed garage under the Landmark Historic Structure to mitigate the extent of the private driveway proposed to be constructed on the platted but un-built 9th Street right-of-way. The Historic Preservation Board approved material deconstruction, in part, for the modified plans to construct a basement-level garage (Staff Report, Minutes, p. 26).

Snyder's Addition to the Park City Survey
Block 10, Lot 1



NARRATIVE

1. Survey requested by: Jerry Fiat
2. Purpose of survey: locate the deed description and the topographic relief.
3. Basis of survey: found Street Monuments as shown. Block dimensions from the Amended Park City Monument Control Map by Bush & Gudgell, Inc. Recorded as Entry No. 197765 in the office of the Summit County Recorder. Subdivision of Block 10 from the Map of Park City by Caldwell & Richards Engineers, traced from the original map July, 1927.
4. Date of survey: May 8, 2008
5. Property monuments set or found as shown.
6. Located in the Northeast Quarter of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian.
7. See the official plats of The Park City Survey and Snyder's Addition for other possible easements and restrictions.
8. The owner of the property should be aware of any items affecting the property that may appear in a title insurance report.
9. Based on an elevation of 7028.32' at the Street Monument at the intersection of Ninth Street and Norfolk Avenue from the Amended Park City Monument Control Map.

LEGAL DESCRIPTION

All of Lot 1, Block 10, Snyder's Addition to the Park City Survey, according to the official plats thereof, on file and of record in the office of the Summit County Recorder; containing 1875.00 square feet, more or less.

SURVEYOR'S CERTIFICATE

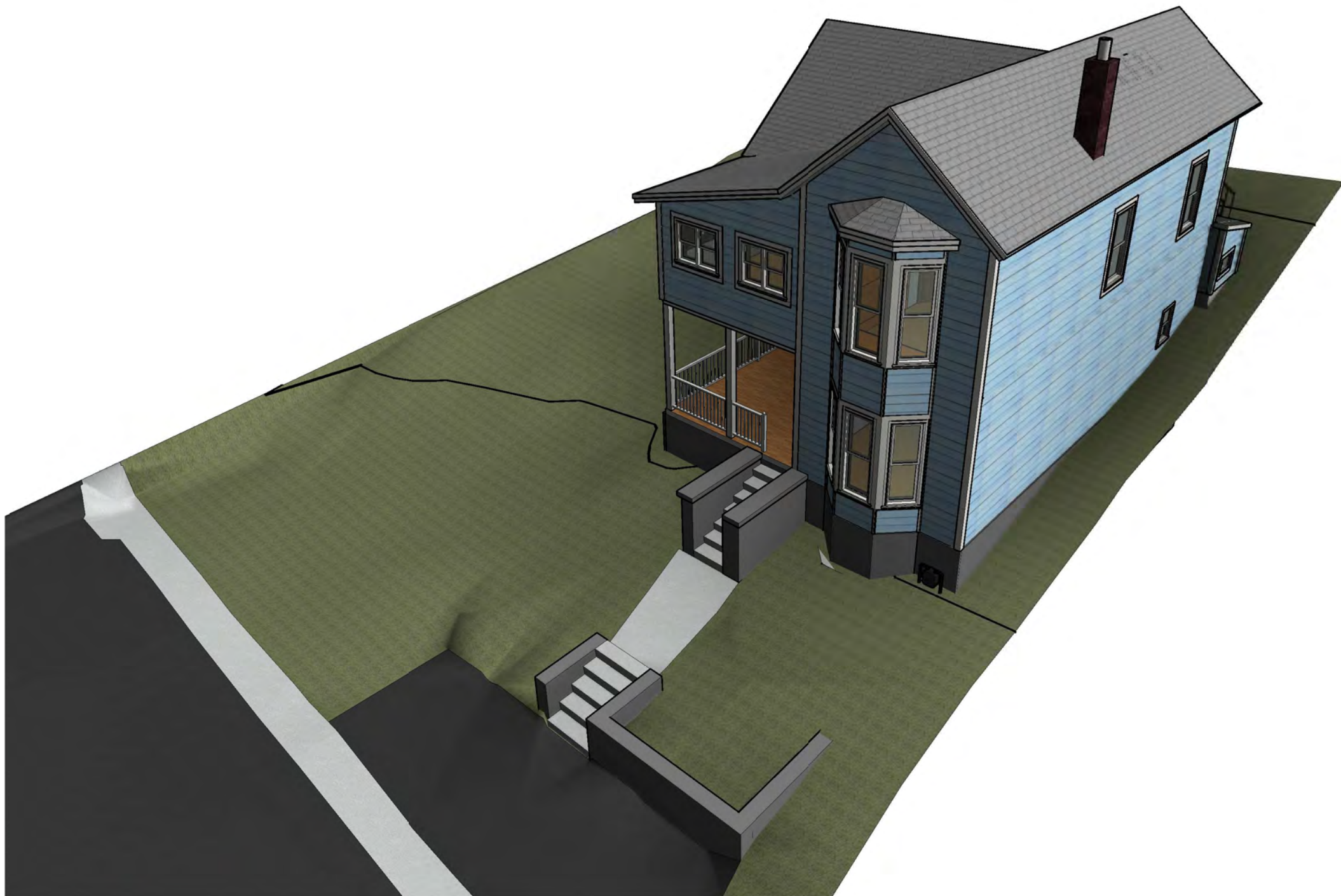
I, J.D. Gailey, a Registered Land Surveyor as prescribed by the laws of the State of Utah and holding License No. 359005, do hereby certify that I have supervised a survey of the hereon described property and that this plat is a true representation of said survey.

Date

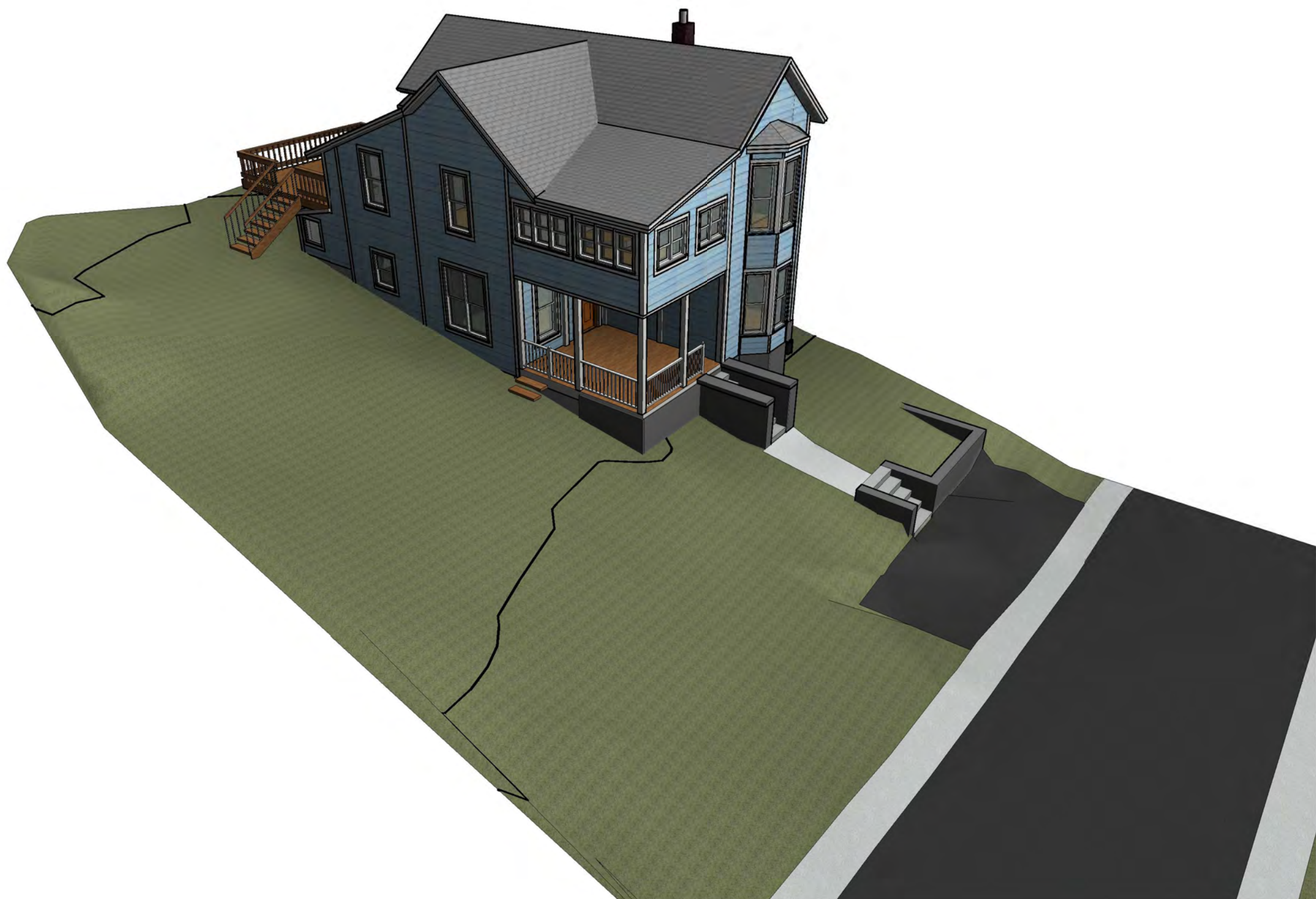
J.D. Gailey RLS#359005



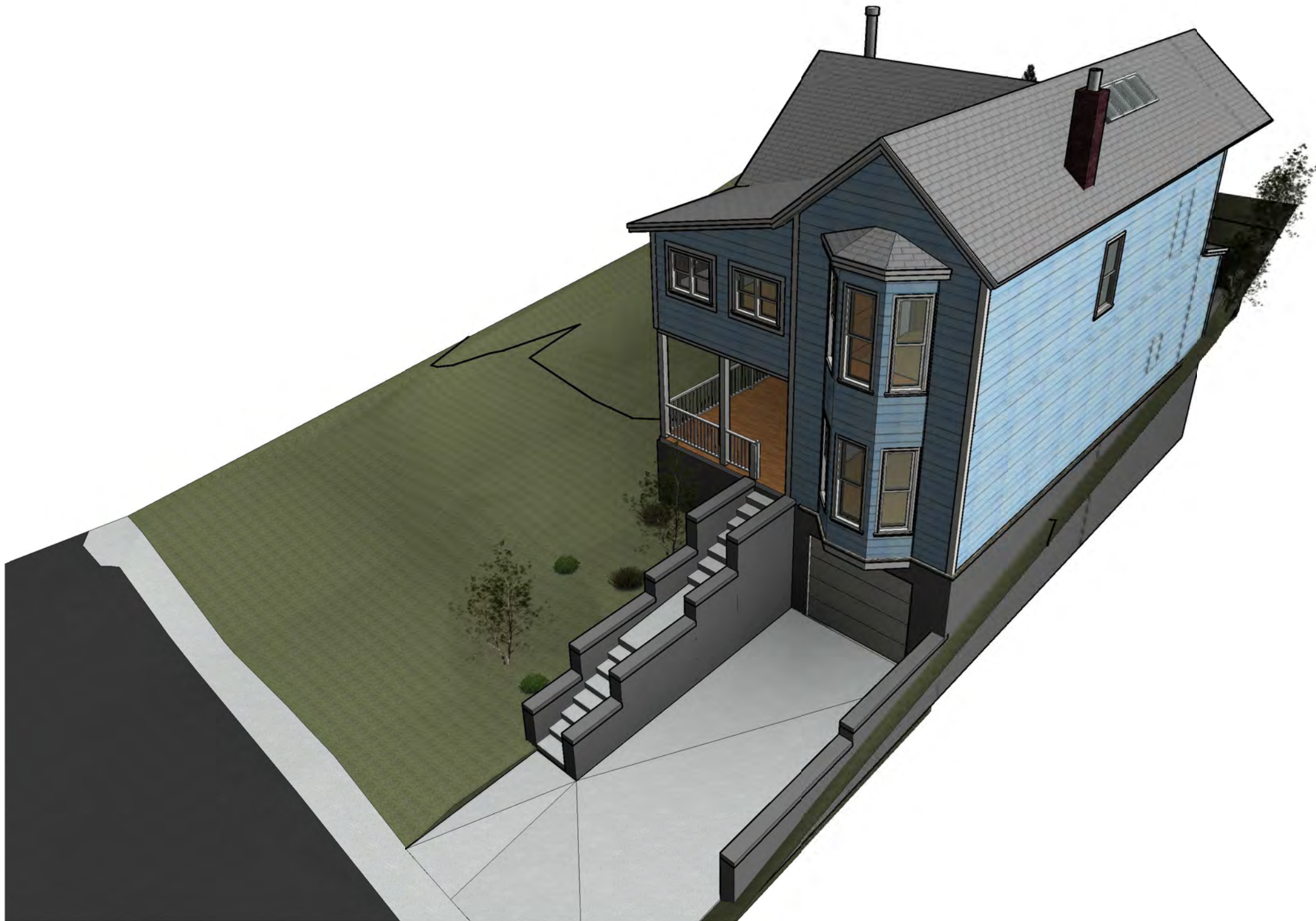
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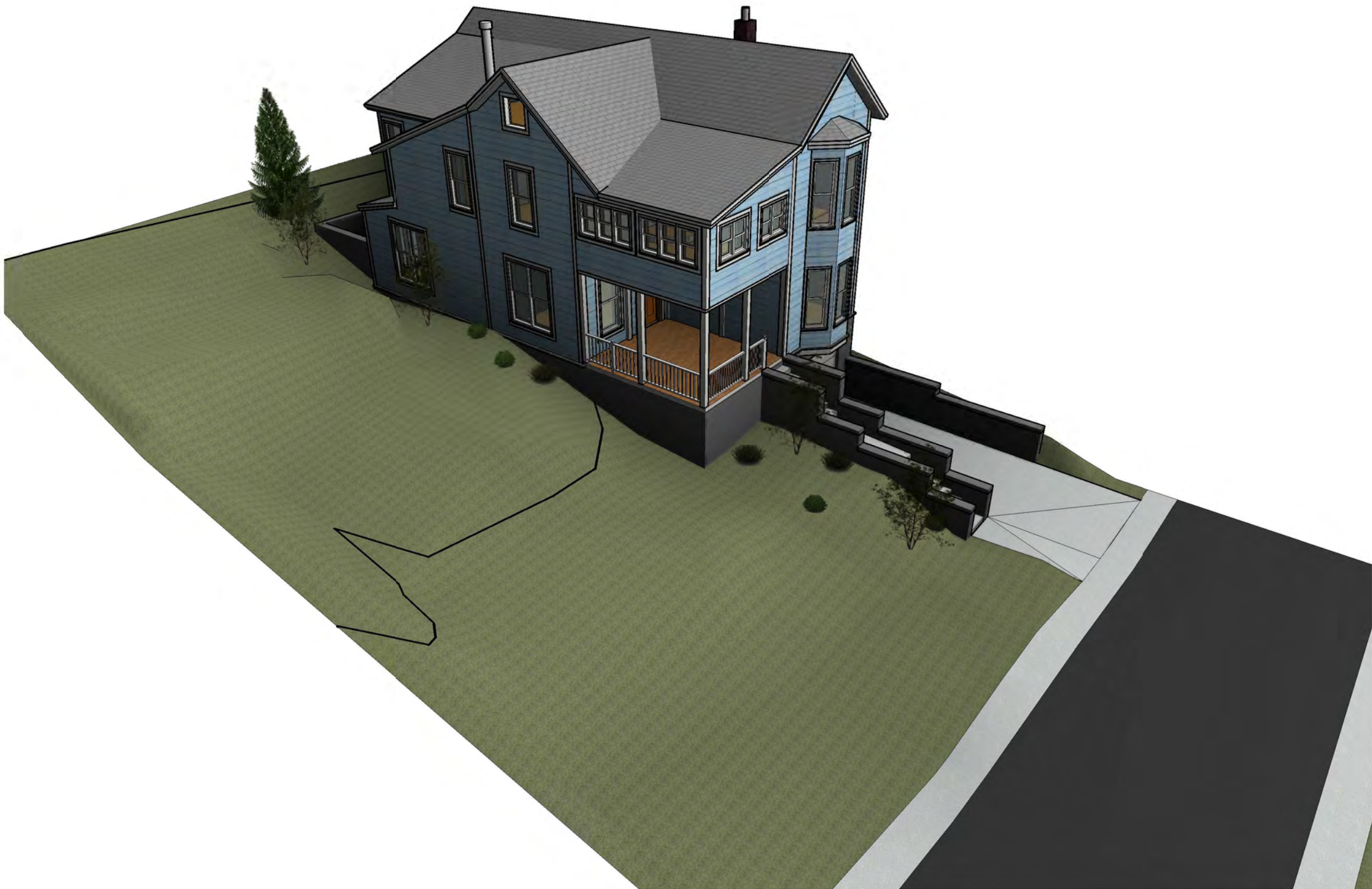
NORTH BIRDSEYE EXISTING



EAST BIRDSEYE EXISTING



NORTH BIRDSEYE PROPOSED



EAST BIRDSEYE PROPOSED

Jonathan DeGray
Architect
P.O. Box 4674, 614 Main Street, Suite 302, Park City, Utah 84060
Tel: 435-649-7263, E-mail: degrayarch@jonas.net

PROJECT DESCRIPTION:
901 WOODSIDE RESIDENCE
901 WOODSIDE AVENUE
PARK CITY, UTAH 84060

SHEET DESCRIPTION:
BIRDSEYE IMAGES

REVISIONS:

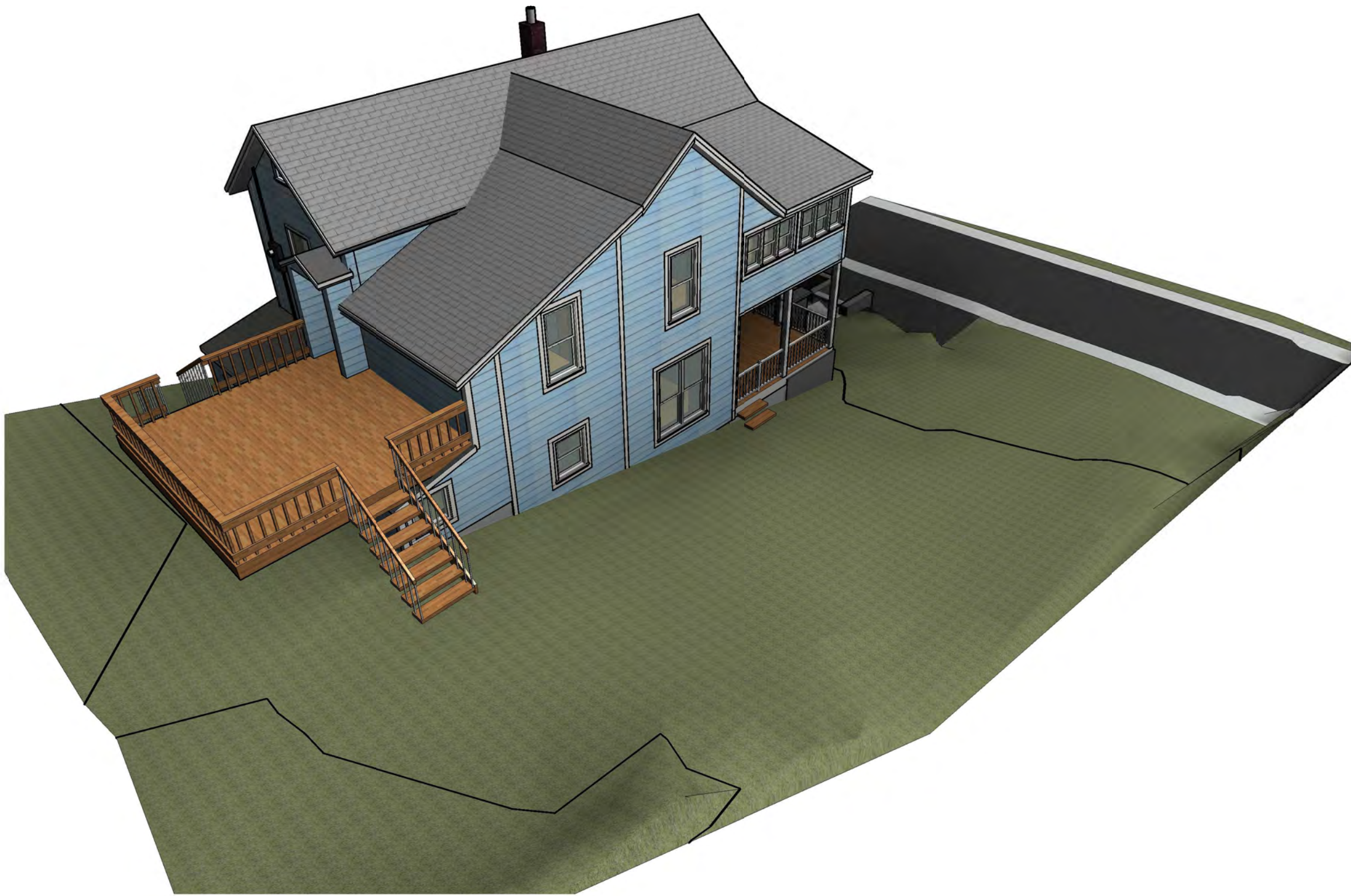
DATE:

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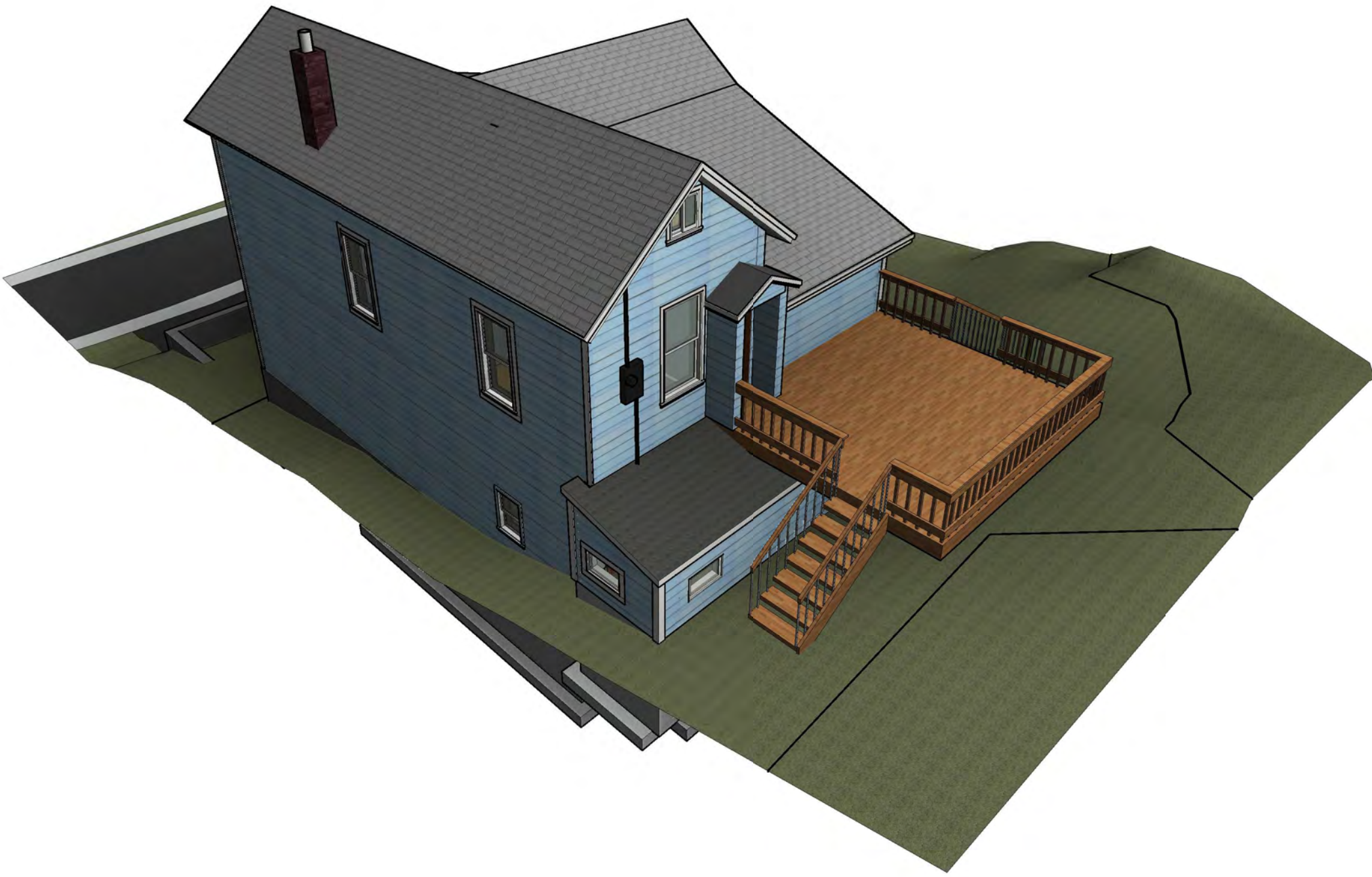
SHEET NUMBER:

AI-003

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SOUTH BIRDSEYE EXISTING



WEST BIRDSEYE EXISTING



SOUTH BIRDSEYE PROPOSED



WEST BIRDSEYE PROPOSED

Jonathan DeGray
A r c h i t e c t
P.O. Box 4674, 634 Main Street, Suite 302, Park City, Utah 84060
Tel. 435-646-7263, E-mail: degrayarch@jones.utah.net

PROJECT DESCRIPTION:
901 WOODSIDE RESIDENCE
901 WOODSIDE AVENUE
PARK CITY, UTAH 84060

SHEET DESCRIPTION:
BIRDSEYE IMAGES

REVISIONS:

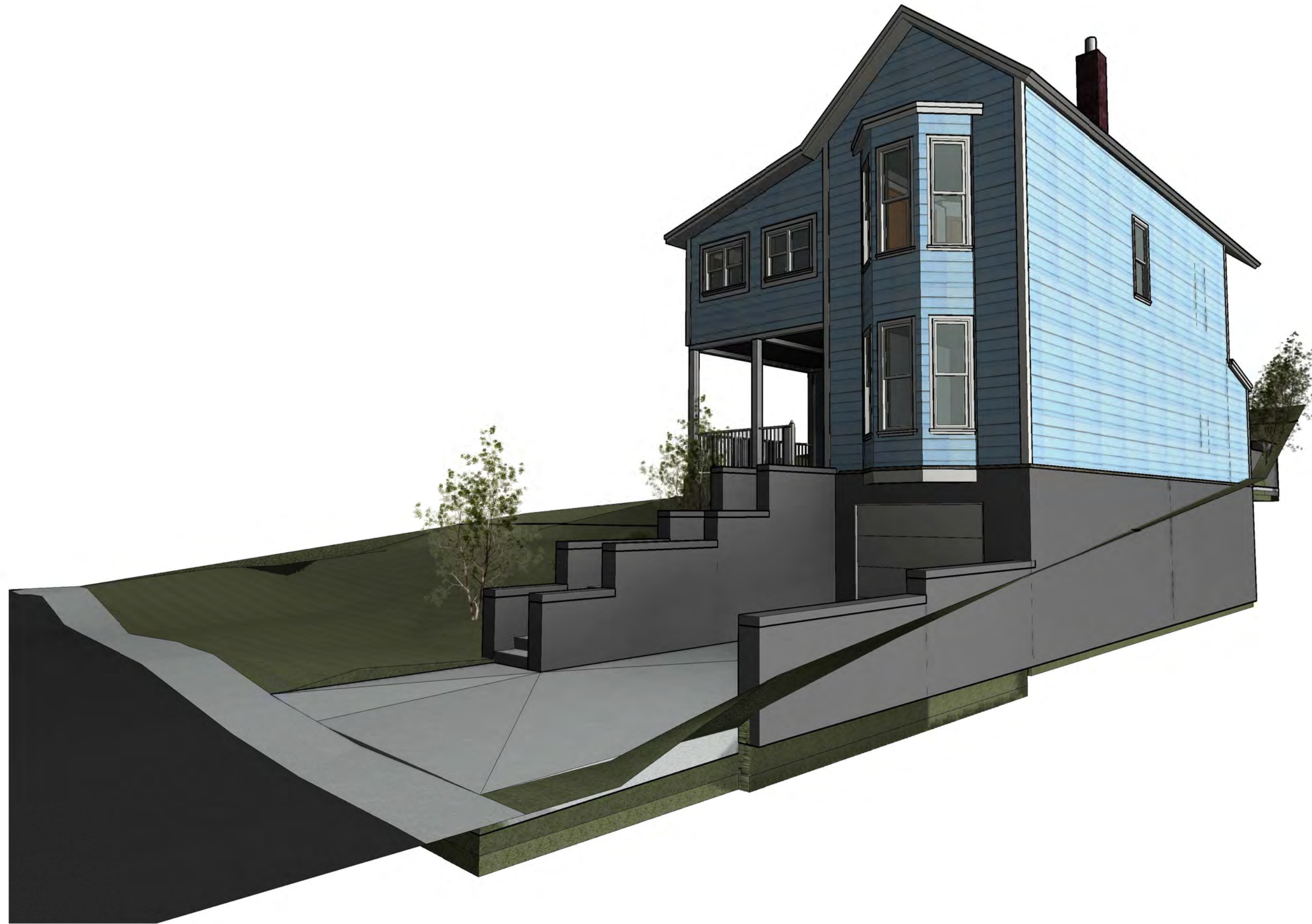
DATE:

PROJECT NUMBER:

SHEET NUMBER:

AI-004

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SHEET DESCRIPTION:

REVISIONS:

DATE:

PROJECT NUMBER:

SHEET NUMBER:

AI-005

STREET LEVEL IMAGES

PROJECT DESCRIPTION:

901 WOODSIDE RESIDENCE
901 WOODSIDE AVENUE
PARK CITY, UTAH 84060

Jonathan DeGray
A r c h i t e c t
P.O. Box 1674, 614 Main Street, Suite 302, Park City, Utah 84060
Tel: 435-649-7263, E-mail: deggrayj@jondeggray.com



**ROSLING
DAVIDSON
FROST**

Gateway Center
136 Heber Ave, Suite 205
Park City, Utah 84060

Robert S. Rosing	rosing@rosingdavidson.com
Melyssa D. Davidson	davidson@rosingdavidson.com
Nick W. Frost	frost@rosingdavidson.com
Rebecca A. Royer	royer@rosingdavidson.com
Monica D. Gonzalez	gonzalez@rosingdavidson.com

February 26, 2021

VIA EMAIL:

Park City Planning Department
Gretchen Milliken gretchen.milliken@parkcity.org
Mark Harrington mark@parkcity.org
445 Marsac Avenue
Park City, Utah 84060

Re: Notice of Alternatives to Proposal PL-18-04030 – HDDR Review Process

Dear Ms. Milliken:

As you know, I represent Fred and Annette Keller (the “Kellers”) who own the real property located at 839 Woodside Avenue (“Keller Woodside Property”), as well as the real property located at 850 Norfolk Avenue (“Keller Norfolk Property”). The Keller Woodside Property is immediately adjacent to the public platted unbuilt right of way (“Public Property”), which Jerry Fiat has repeatedly proposed to utilize for the reconstruction of one of his investment residence located at 901 Woodside Avenue (“Fiat Property”).

While the Keller’s have previously made and intend to make additional objections regarding Fiat’s proposed unilateral private use of the Public Property at the appropriate time and venue, I am writing this letter in regard to the current HDDR review process to highlight specific provisions that the HDDR process must necessary review and implement. Specifically, I am writing to propose or reinforce alternatives to both the requirement that a garage be mandatorily shoehorned into the Fiat Property, and to the extent the Planning Department determines that a garage is an absolute requirement, that the location of the garage be consistent with both the Historic Design Guidelines for Historic Districts and Historic Sites (the “Guidelines”), as well as other similarly situated historic homes in Park City.

As you may recall, at the February 3, 2021 Historic Preservation Board (“HPB”) Meeting, the board members discussed, at least to some extent, whether the implementation of a garage was necessary and whether or not the location of the garage could be placed on the north side of the Fiat Property. While the HPB’s concerns regarding these items were largely ignored and summarily dismissed as irrelevant to the intended purposes of that particular meeting, these matters are squarely within the purview of the HDDR review process and are further set forth in more detail below.

I. Force-Fitting a Garage is Inconsistent with the Guidelines

While there are several homes in the historic district that contain garages, there are a similar amount without garages. In large part, this is because the Guidelines do not require a homeowner to install a garage. Similarly, the Land Management Code, at large, (“LMC”) does not make the installation of a garage a mandatory code requirement. Put differently, there is nothing that entitles the Fiat Property to the installation of a garage nor does the Code or the Guidelines shift the burden to shoehorn in a garage on every historic property. The “desire” for a garage on the Fiat Property diminishes further when its proposed location requires the exclusive private use of the Public Property. Further, the disruption of the exterior façade of a historic structure, for any purpose, including a garage, is discouraged by the Guidelines.

a) No Alteration of Exterior Façade for Garage Door.

Section 15-13-2(B)(2)(c) of the Guidelines state in relevant part *“It is not appropriate to create additional [door] openings or remove historic openings on primary or secondary facades that are visible from the primary public right-of-way. As you know, the current proposed location of the garage requires not only the creation of a new door opening but the disturbance of a substantial amount of historic material. As proposed, Fiat’s proposal violates this provision.*

b) Maintain Historic Exterior Walls.

Similarly, the Guidelines state that the exterior walls should be preserved and maintained. See Section 15-13-2(B)(2)(a)(ii). This is consistent with Universal Design Guidelines in Section 15-13-2(A)(3), which states that *“historic exterior features of a building should be retained and preserved.”* Removal of a substantial portion of the historic exterior of the front façade of the Fiat Property, and removal of the historic material, for the installation of a garage door comprised of non-historic material is precisely what these sections of the Guidelines are intended to prevent. The garage is not necessary.

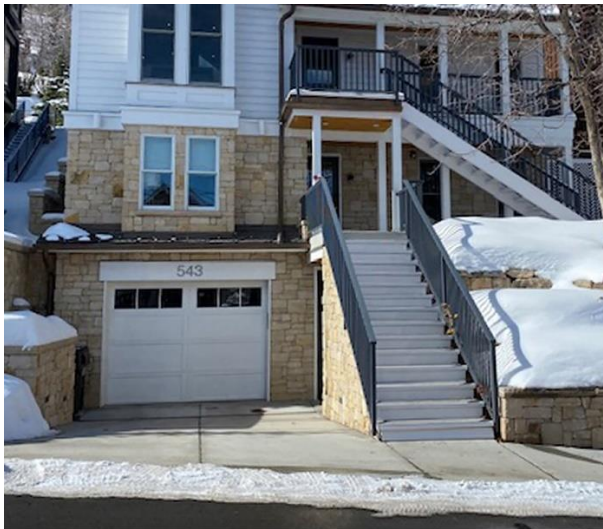
Importantly, there is a distinction between a historic structure or residence that already contains a garage and what is being proposed by Mr. Fiat. Had a garage been historically constructed on the Fiat Property, then a historically compatible restoration, or even alteration, would be appropriate under both the specific language, as well as the spirit, of the Guidelines. However, there is no requirement or entitlement that a garage can, or even should be constructed on the Fiat Property. To the contrary, the Guidelines discourage the same under these circumstances.

II. The Garage Should Be Located on the North Side of the Fiat Property

To the extent that the Planning Department determines that the Fiat Property is entitled to the installation of a garage, there is nothing that prevents the garage from being installed and located on the north side of the Fiat Property, with the garage entry beneath the current bay windows. I have included an altered photograph showing the garage installed on the north side of the Fiat Property.



During the HPB meeting, at least one board member raised the possibility of the garage being located on the north side of the Fiat Property, and the provided response was that a garage cannot be located underneath a bay window. This is demonstrably false. In fact, many, if not most historic homes in the area containing garages have the garage located directly underneath windows, even bay windows. I have included a non-exhaustive compilation of such residences below.



While the path of least resistance may be to construct the garage on the Public Property, it is not the sole avenue. It is just the easiest avenue. Moreover, installation of a garage on the north side of the residence is significantly more compatible with the express terms of the Guidelines. Conversely, installation of the garage on the south side of the residence, encroaching on the Public Property, violates, at least, the following provisions:

a) The Garage should Utilize the “Bonus Room” Area.

Since the current proposal expands the foundation, footprint, and structure of the residence to accommodate the garage encroaching onto the Public Property, it is necessarily considered an ‘addition,’ which increases the net square footage of the residence. However, Section 15-13-2(B)(4)(a)(i) states that *“Additions to historic buildings should be considered only when it is demonstrated that the new use of the building cannot be accommodated by solely altering interior spaces.” (emphasis added).*

Encroaching onto the Public Property to accommodate a garage is not only unnecessary, but also opportunistic and disingenuous. The December 28, 2020 Elevation Plans reflect the remaining basement areas as “Bonus Room,” including the basement area on the north side of the residence. Instead of creating a large, private “Bonus Area” at the public’s expense, the garage must be located on the north side of the residence by altering the interior spaces, as required by the Guidelines. No ‘addition’ is required here. Mr. Fiat has not adequately demonstrated why the north side “Bonus Room” can’t be used to accommodate the garage, as required by the Guidelines.

b) The Garage Addition Alters the Front Façade.

The Garage Addition alters the footprint of the residence by protruding into the Public Property. In other words, the current proposal irrevocably alters the historic rectangular footprint to a new, custom-sized footprint. In large part, it alters the front façade of the residence by expanding the garage and a balcony/porch onto the Public Property. Section 15-13-2(B)(4)(a)(ii) of the Guidelines specifically states that *“Additions to historic structures shall be considered with caution and shall be considered only on non-character defining facades.” (emphasis added).*

Here, the garage and balcony/porch addition entirely alters the front façade by noticeably protruding off of the south side of an otherwise rectangular residence, jutting sharply into the Public Property and disrupting the otherwise symmetrical rectangular building lines of the main façade. This is not only unnecessary, it violates the plain language of the Guidelines.

c) The Garage Shall Not Extend Beyond Existing Exterior Wall.

Even where the Guidelines anticipate a basement addition with the possibility of a garage, the Guidelines strictly require that garage addition to be built within the exterior wall of the existing, historic residence.

Specifically, Section 15-13-2(B)(5)(b)(ii) of the Guidelines state “*A basement garage addition shall not extend beyond the exterior wall planes of the historic structure’s primary or secondary façades.*” (*emphasis added*). Not only do the proposed plans extend the exterior wall into the Public Property, the protrusion significantly alters, if not destroys, the historic structure of the residence. Simply put, the proposed garage directly and undeniably violates this provision.

d) Porch Preservation is Destroyed.

Section 15-13-2(B)(2)(g)(i) of the Guidelines specifically require the applicant to “*Preserve and maintain a historic porch by preserving the existing location, for, proportion details, posts, railing, and stairs.*” Here, the addition proposed on the residence alters the form of the existing deck by both expanding the existing front porch and wrapping it around the side of the residence – again – at the expense of Public Property.

In sum, Mr. Fiat’s proposal to reconstruct his investment property is not at the mercy of the City’s approval of a garage. Many historic residences do not contain a garage. Moreover, even if a garage is permitted, Mr. Fiat’s is not held hostage by the ability to construct a garage using the Public Property. It is just the most simplistic option, which simultaneously allows a net increase in square footage to the residence – all at the expense of the public. Instead, the Guidelines favor, and even expressly require the garage be constructed within the existing exterior walls, which here, will fit on the north side of the residence. This would be entirely consistent with other historic residences in the area. Lastly, to be clear, the Keller’s are not opposed to Mr. Fiat’s reconstruction of his investment property, but they do respectfully request that his approval, like all other similarly situated homeowners, be entirely consistent with the Guidelines. Please consider the issues raised in this letter and render your decision based on these points accordingly.

Respectfully Submitted,

ROSING DAVIDSON FROST

/s/ Nicholas W. Frost
Nicholas W. Frost