



**PARK CITY COUNCIL MEETING  
SUMMIT COUNTY, UTAH  
June 25, 2020**

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, June 25, 2020.

**NOTICE OF ELECTRONIC MEETINGS & HOW TO COMMENT VIRTUALLY:**

This meeting will be an electronic meeting as permitted by Park City Open and Public Meeting Resolution 18-2020, adopted March 19, 2020. Some Council members will connect electronically and some will meet in Council Chambers. Public comments will be accepted in person or virtually.

To comment virtually, use eComment or raise your hand on Zoom. eComments submitted before the meeting date will be attached to the packet as appendices. eComments submitted on Council meeting days will be read aloud. For more information on participating virtually and to listen live, please go to [www.parkcity.org](http://www.parkcity.org)

**CLOSED SESSION - 3:30 p.m.**

To Discuss Property, Personnel and Litigation

**WORK SESSION**

4:30 p.m. - Discuss Rooftop Solar for Public Works Offices (Bus Barn) and Quinn's Junction Water Treatment Plant

[Rooftop Solar Staff Report](#)

[Park City Public Works Offices Rooftop Solar Proposal](#)

5:00 p.m. - Summer Special Event Discussion 2020

[Summer 2020 Event Staff Report](#)

[Exhibit A: Phased Color Guidelines & Event Management Template](#)

[Exhibit B: Park City Event Calendar Major Events Summer/Fall 2020](#)

**REGULAR MEETING - 6:00 p.m.**

**I. ROLL CALL**

**II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF**

Council Questions and Comments

Staff Communications Reports

1. Near-Term Transportation Strategies for SR248 & Quinn's Junction Update  
[Near-Term Transportation Strategies for SR-248 Staff Report](#)  
[Exhibit A: DRAFT Cooperative Agreement UDOT PC Transit Lane](#)  
[Exhibit B: SR-248 DRAFT Corridor Plan](#)
2. Parking Services COVID-19 Response Overview  
[Parking Services Staff Report](#)
3. 2019 Annual Water Quality Consumer Confidence Report  
[Consumer Confidence Report](#)
4. Federal CARES Act Local Government Allocation  
[Federal CARES Act Local Government Allocation Staff Report](#)
5. Rent Abatement for certain City Owned Facilities - July 2020  
[Rent Abatement for Tenants in Certain City Facilities Staff Report](#)
6. Police Complaint Review Committee Update  
[Police Complaint Review Committee-Interviews and Policies Staff Report](#)

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

### **IV. CONSENT AGENDA**

1. Request to Approve an Extension of the Waste Removal Contract with Republic Services for the Main Street Business Improvement District (BID) through November 30, 2020, in a Form Approved by the City Attorney  
[Downtown Trash Contract Extension Staff Report](#)  
[Exhibit A: Republic Contract - Addendum 4](#)  
[Exhibit B: Republic Contract - Addendum 3](#)  
[Exhibit C: Downtown Waste Management Background](#)
2. Request to Approve an Extension of the Management Contract of the Downtown Business Improvement District (BID) with the Historic Park City Alliance (HPCA) through November 20, 2020, in a Form Approved by the City Attorney  
[HPCA BID Contract Extension Staff Report](#)  
[Exhibit A: HPCA BID Second Addendum](#)  
[Exhibit B: HPCA Budget Overview](#)  
[Exhibit C: FY20 HPCA Summary of Services](#)  
[Exhibit D: Historic Park City Alliance First Addendum](#)
3. Request to Authorize the City Manager to Enter into a Purchase Agreement for the Affordable Housing Unit Located at 2064 Snow Creek Lane for \$350,000 in a Form Approved by the City Attorney, with the Intent to Sell the Unit to a Qualified Buyer for \$345,000  
[2064 Snow Creek Lane Staff Report](#)



[Exhibit A: 2064 Snow Creek Lane Purchase Agreement](#)

4. Request to Authorize the City Manager to Enter into Professional Service Provider Agreements with Green Leaf in the Amount of \$70,000, and with Jesus Rea Landscaping in the Amount of \$90,000, for a Total Amount of \$160,000 for Noxious Weed Abatement, in a Form Approved by the City Attorney  
[2020 Noxious Weed Control Contracts Staff Report](#)

**V. NEW BUSINESS**

1. Discuss City Manager Protocol Requiring City Employees to Wear Face Masks;  
Consideration of City Council Resolution 16-2020, a Resolution Requiring All Individuals Living within, or Visiting, Park City to Wear Face Coverings under Specified Circumstances  
(A) Public Hearing (B) Action
2. Consideration to Approve Ordinance 2020-30, an Ordinance Amending Land Management Code 15-10-5 to Allow the Alternate Board of Adjustment Member to Count Toward a Quorum  
(A) Public Hearing (B) Action  
[Board of Adjustment Code Amendment Staff Report and Ordinance](#)  
[Exhibit A: Land Management Code 15-10-5 Redlines](#)
3. Consideration to Approve Ordinance 2020-31, an Ordinance Approving the Huntsman Estates Subdivision Plat Located at 5000 Royal Street, Park City, Utah  
(A) Public Hearing (B) Action  
[5000 Royal Street Staff Report](#)  
[Exhibit A: Ordinance](#)  
[Exhibit B: Applicant's Project Intent](#)  
[Exhibit C: Huntsman Estates Plat](#)  
[Exhibit D: Deer Valley Resort Twelfth Amended and Restated MPD](#)  
[Exhibit E: Planning Commission February 12, 2020 Staff Report](#)  
[Exhibit F: February 12, 2020 Planning Commission Minutes](#)  
[Exhibit G: Planning Commission Public Hearing May 27, 2020 Staff Report](#)  
[Exhibit H: Planning Commission Minutes - May 27, 2020](#)  
[Exhibit I: Approved 34 Unit Subdivision 1982](#)  
[Exhibit J: Notice of Planning Commission Action December 17, 1987](#)  
[Exhibit K: Forest Assessment](#)  
[Exhibit L: Visual Analysis](#)  
[Exhibit M: Applicant's House Size Analysis](#)  
[Exhibit N: Record of Survey and Existing Conditions](#)  
[Exhibit O: Aerial Photograph](#)  
[Exhibit P: Additional Site Photographs](#)  
[Exhibit Q: Ownership Map](#)  
[Exhibit R: Public Comments](#)

## **VI. ADJOURNMENT**

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

**\*Parking validations will be provided for Council meeting attendees that park in the China Bridge parking structure.**

## Council Agenda Item Report

Meeting Date: June 25, 2020

Submitted by: Matt Twombly

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

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### **Subject:**

4:30 p.m. - Discuss Rooftop Solar for Public Works Offices (Bus Barn) and Quinn's Junction Water Treatment Plant

### **Suggested Action:**

Staff requests that Council consider rooftop solar on the new Public Works offices (Bus Barn) and the Quinn's Junction Water Treatment Plant Maintenance Building, and direct staff to either proceed with either, both or neither rooftop solar projects. If one or both projects will not receive rooftop solar, staff needs direction on whether or not equivalent funding should be restricted for other projects or programs to support Net Zero.

### **Attachments:**

[Rooftop Solar Staff Report](#)

[Park City Public Works Offices Rooftop Solar Proposal](#)

## City Council Staff Report



**Subject:** New Public Works Offices (Bus Barn) and Quinn's WTP - Rooftop Solar  
**Author:** Matthew A. Twombly, Roger McLean  
**Department:** Sustainability, Public Utilities  
**Date:** June 25, 2020  
**Type of Item:** Administrative

### Recommendation

Staff requests that Council consider rooftop solar on the new Public Works offices (Bus Barn) and the Quinn's Junction Water Treatment Plant Maintenance Building, and direct staff to either proceed with either, both or neither rooftop solar projects. Both buildings are designed to meet the policy for on-site net-zero and will meet the policy if the solar systems are installed. If one or both projects will not receive rooftop solar, staff needs direction on whether or not the equivalent funding should be set aside for other projects or programs to support Net Zero.

### Background

At the March 5, 2020, meeting, Council discussed its policy in regards to rooftop solar versus utility solar. Council directed staff to consider rooftop solar on every building project and build projects net-zero ready, or to be ready to accept rooftop solar. The Council more specifically asked about the current projects of the new Public Works Offices (Bus Barn) and Quinn's Junction Water Treatment Plant Maintenance Building (Maintenance Building).

At the August 15, 2019, City Council meeting, there was a lengthy update on the various water and public works projects, including the Maintenance Building and the Bus Barn project contract awards. At the time of the award of the construction contract for the Bus Barn, staff included a \$200,000 allowance for rooftop solar. At that time, staff recommended delaying the construction of the solar panels in order to get more competitive quotations and not delay the permitting and start of construction of the project. Since the March 5<sup>th</sup> meeting, staff was able to obtain a cost estimate from Creative Energies of approximately \$124,000 for a 63.2 kW system. The return on investment for the solar system will be approximately 17 years.

The Quinn's Junction Water Treatment Plant Maintenance building has been designed to include rooftop solar and associated electrical system (comprised of 81 PV panels, 370 watts each, generating 29.97 kW of total power). The Contractor's guaranteed maximum price for the PV panel system, a dedicated net metering underground electrical service, markups, and contingencies, is \$135,000. The return on investment for the new Maintenance Building will be approximately 24 years. This is mostly due to low annual operating costs as this building is mostly for storage. A Conditional Use Permit has been approved for the work and the contractor is preparing to submit for a building permit. Construction is scheduled to commence in July 2020.

### **Analysis**

Since the contractor has nearly completed the Bus Barn and the current lead time is several months for a solar contractor, if given direction to proceed with the solar panel installation, staff will issue a request for proposals consistent with the City's purchasing policy. Staff will then return to Council with a contract award with the recommended solar contractor.

Subject to Council's direction, staff will either authorize the QJWTP Maintenance Building contractor to proceed with the construction as designed, or delete the PV panel system and associated improvements from the GMP contract.

### **Funding**

Funding for solar on the Bus Barn is from the General Fund, and funding for the solar on the Maintenance Building is from the Water Enterprise Fund.

### **Attachments**

Exhibit A - Bus Barn Solar Estimate



# CREATIVE ENERGIES

455 W 1700 S  
Salt Lake City, UT 84115  
801.487.6489  
CEsolar.com  
Utah@CEsolar.com

## Bid and Scope of Work

### Design and Construction of 63.2kW Grid-Tied Solar Power System for IRON HORSE BUS BARN 1053 Iron Horse Drive, Park City, Utah 84060

June 16, 2020

Please accept Creative Energies' 63.2kW DC grid-tied Solar Photovoltaic System Proposal for the Iron Horse Bus Barn. This proposal illustrates aggressive, fair market pricing. Should the project go through the RFP process, we would appreciate the opportunity to value-engineer final pricing and equipment selection.

Creative Energies will supply and install the complete solar power system.

#### Our scope of work will INCLUDE:

- Develop solar power system plans and submittals
- Provide engineered electrical and structural plans
- Provide PV equipment including solar modules, inverters, DC wiring
  - 63.2 kW DC Nameplate Rating
  - 158 Hanwha QCells 400 Watt Solar Modules (Q.PEAK DUO L-G5.3)
    - Flush-Mounted to roof
    - Additional Rails, Supports and Attachments for High Snow Load
  - 4 SolarEdge 14.4kW Inverters, 3-Phase, 120/208 Volt
  - 80 SolarEdge P860 Power Optimizers, (2 Modules per Optimizer)
- Install PV equipment
- Provide NEC code-required combiner panel, disconnects, and plaques
- On-Line SolarEdge System Monitoring
- PV System Permitting
- Pass electrical inspection by AHJ

#### Responsibilities EXCLUDED from our scope of work:

- AC wiring within the Bus Barn building, (conduits & conductors) aside from PV Interconnection
- Electrical work required to bring pre-existing system up to code, if required
- Trenching, Concrete Work, Excavation

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Creative Energies bid for this work is: \$123,916.00 (One Hundred Twenty Three Thousand Nine Hundred Sixteen Dollars).

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Creative Energies is a Utah, Wyoming, and Idaho Electrical and Solar Photovoltaic Contractor with S200 and S202 Licenses. We possess 20 years of documented experience with PV systems of similar project size and complexity.

Please let me know if any additional information would be useful. We would be pleased to work with you on this project.

Best Regards,



Scott Jones, MBA, NABCEP  
Certified PV Technical Sales Professional, Creative Energies  
[ScottJones@CEsolar.com](mailto:ScottJones@CEsolar.com)  
C 801.631.9336  
O 801.487.6489

### Design 2 PC Bus Barn, 1053 Iron Horse Dr 84060

#### Report

|                 |                                                    |
|-----------------|----------------------------------------------------|
| Project Name    | PC Bus Barn                                        |
| Project Address | 1053 Iron Horse Dr 84060                           |
| Prepared By     | Scott Jones, MBA, NABCEP<br>scottjones@cesolar.com |

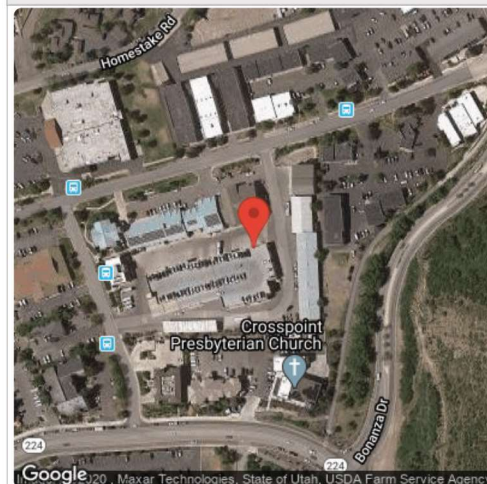


**CREATIVE  
ENERGIES**

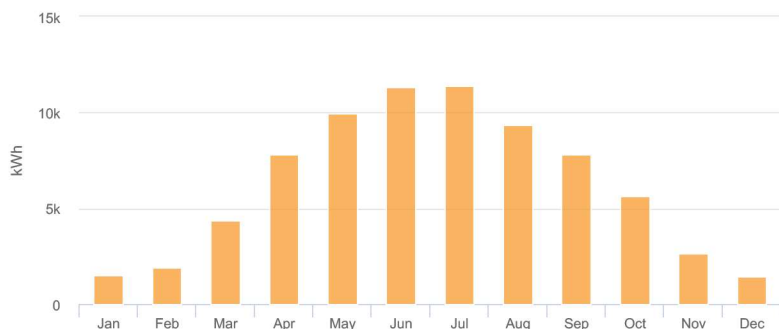
#### System Metrics

|                       |                                                   |
|-----------------------|---------------------------------------------------|
| Design                | Design 2                                          |
| Module DC Nameplate   | 63.2 kW                                           |
| Inverter AC Nameplate | 57.6 kW<br>Load Ratio: 1.10                       |
| Annual Production     | 75.38 MWh                                         |
| Performance Ratio     | 75.3%                                             |
| kWh/kWp               | 1,192.7                                           |
| Weather Dataset       | TMY, 10km grid (40.65,-111.55), NREL (prospector) |
| Simulator Version     | da529dba90-9daa8914f4-822ae57a0c-b4d937c6e9       |

#### Project Location

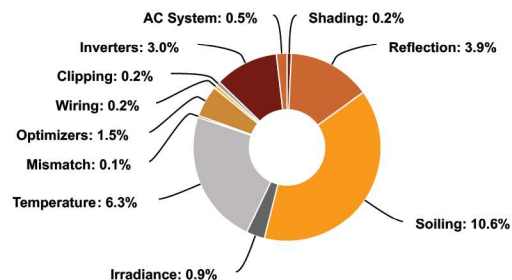


#### Monthly Production



| Month     | GHI (kWh/m <sup>2</sup> ) | POA (kWh/m <sup>2</sup> ) | Shaded (kWh/m <sup>2</sup> ) | Nameplate (kWh) | Grid (kWh) |
|-----------|---------------------------|---------------------------|------------------------------|-----------------|------------|
| January   | 51.1                      | 53.1                      | 52.8                         | 1,565.9         | 1,510.5    |
| February  | 64.6                      | 65.9                      | 65.7                         | 1,965.7         | 1,913.6    |
| March     | 115.7                     | 117.1                     | 116.8                        | 4,591.8         | 4,410.2    |
| April     | 147.8                     | 148.1                     | 147.8                        | 8,536.1         | 7,848.2    |
| May       | 193.5                     | 192.3                     | 192.1                        | 11,378.0        | 9,979.2    |
| June      | 227.8                     | 225.4                     | 225.2                        | 13,542.9        | 11,351.2   |
| July      | 233.3                     | 230.9                     | 230.7                        | 13,881.2        | 11,444.6   |
| August    | 186.0                     | 185.8                     | 185.5                        | 10,972.3        | 9,330.3    |
| September | 149.4                     | 150.6                     | 150.4                        | 8,867.3         | 7,823.8    |
| October   | 106.7                     | 109.3                     | 108.8                        | 6,219.5         | 5,668.6    |
| November  | 55.7                      | 57.7                      | 57.4                         | 2,728.5         | 2,629.6    |
| December  | 44.9                      | 47.0                      | 46.7                         | 1,509.7         | 1,468.2    |

#### Sources of System Loss





| ⚡ Annual Production              |                                     |                 |              |
|----------------------------------|-------------------------------------|-----------------|--------------|
|                                  | Description                         | Output          | % Delta      |
| Irradiance (kWh/m <sup>2</sup> ) | Annual Global Horizontal Irradiance | 1,576.7         |              |
|                                  | POA Irradiance                      | 1,583.1         | 0.4%         |
|                                  | Shaded Irradiance                   | 1,579.9         | -0.2%        |
|                                  | Irradiance after Reflection         | 1,517.9         | -3.9%        |
|                                  | Irradiance after Soiling            | 1,356.3         | -10.6%       |
|                                  | <b>Total Collector Irradiance</b>   | <b>1,356.5</b>  | <b>0.0%</b>  |
| Energy (kWh)                     | Nameplate                           | 85,758.9        |              |
|                                  | Output at Irradiance Levels         | 85,015.3        | -0.9%        |
|                                  | Output at Cell Temperature Derate   | 79,628.8        | -6.3%        |
|                                  | Output After Mismatch               | 79,557.6        | -0.1%        |
|                                  | Optimizer Output                    | 78,377.9        | -1.5%        |
|                                  | Optimal DC Output                   | 78,248.5        | -0.2%        |
|                                  | Constrained DC Output               | 78,103.8        | -0.2%        |
|                                  | Inverter Output                     | 75,756.9        | -3.0%        |
|                                  | <b>Energy to Grid</b>               | <b>75,378.1</b> | <b>-0.5%</b> |
| Temperature Metrics              |                                     |                 |              |
| Avg. Operating Ambient Temp      |                                     |                 | 8.3 °C       |
| Avg. Operating Cell Temp         |                                     |                 | 22.7 °C      |
| Simulation Metrics               |                                     |                 |              |
| Operating Hours                  |                                     |                 | 4648         |
| Solved Hours                     |                                     |                 | 4648         |

| ☁ Condition Set              |                                                   |       |    |         |   |                   |   |                                  |                  |   |    |    |
|------------------------------|---------------------------------------------------|-------|----|---------|---|-------------------|---|----------------------------------|------------------|---|----|----|
| Description                  | Condition Set 1                                   |       |    |         |   |                   |   |                                  |                  |   |    |    |
| Weather Dataset              | TMY, 10km grid (40.65,-111.55), NREL (prospector) |       |    |         |   |                   |   |                                  |                  |   |    |    |
| Solar Angle Location         | Meteo Lat/Lng                                     |       |    |         |   |                   |   |                                  |                  |   |    |    |
| Transposition Model          | Perez Model                                       |       |    |         |   |                   |   |                                  |                  |   |    |    |
| Temperature Model            | Sandia Model                                      |       |    |         |   |                   |   |                                  |                  |   |    |    |
| Temperature Model Parameters | Rack Type                                         | a     |    | b       |   | Temperature Delta |   |                                  |                  |   |    |    |
|                              | Fixed Tilt                                        | -3.56 |    | -0.075  |   | 3°C               |   |                                  |                  |   |    |    |
|                              | Flush Mount                                       | -2.81 |    | -0.0455 |   | 0°C               |   |                                  |                  |   |    |    |
| Soiling (%)                  | J                                                 | F     | M  | A       | M | J                 | J | A                                | S                | O | N  | D  |
|                              | 50                                                | 50    | 35 | 5       | 3 | 2                 | 2 | 3                                | 3                | 5 | 20 | 45 |
| Irradiation Variance         | 5%                                                |       |    |         |   |                   |   |                                  |                  |   |    |    |
| Cell Temperature Spread      | 4° C                                              |       |    |         |   |                   |   |                                  |                  |   |    |    |
| Module Binning Range         | -2.5% to 2.5%                                     |       |    |         |   |                   |   |                                  |                  |   |    |    |
| AC System Derate             | 0.50%                                             |       |    |         |   |                   |   |                                  |                  |   |    |    |
| Module Characterizations     | Module                                            |       |    |         |   | Uploaded By       |   | Characterization                 |                  |   |    |    |
|                              | Q.PEAK DUO L-G5.3/BF 400 (Hanwha)                 |       |    |         |   | Folsom Labs       |   | Spec Sheet Characterization, PAN |                  |   |    |    |
| Component Characterizations  | Device                                            |       |    |         |   | Uploaded By       |   |                                  | Characterization |   |    |    |
|                              | SE14.4KUS (SolarEdge)                             |       |    |         |   | Folsom Labs       |   |                                  | CEC              |   |    |    |
|                              | P860 (SolarEdge)                                  |       |    |         |   | Folsom Labs       |   |                                  | Sheet            |   |    |    |

| 📦 Components |                                         |               |
|--------------|-----------------------------------------|---------------|
| Component    | Name                                    | Count         |
| Inverters    | SE14.4KUS (SolarEdge)                   | 4 (57.6 kW)   |
| Strings      | 10 AWG (Copper)                         | 10 (453.0 ft) |
| Optimizers   | P860 (SolarEdge)                        | 80 (68.8 kW)  |
| Module       | Hanwha, Q.PEAK DUO L-G5.3/BF 400 (400W) | 158 (63.2 kW) |

| 🔌 Wiring Zones |                |             |                    |
|----------------|----------------|-------------|--------------------|
| Description    | Combiner Poles | String Size | Stringing Strategy |
| Wiring Zone    | 12             | 7-16        | Along Racking      |

| 🏠 Field Segments |             |                     |      |                    |                  |            |        |         |         |
|------------------|-------------|---------------------|------|--------------------|------------------|------------|--------|---------|---------|
| Description      | Racking     | Orientation         | Tilt | Azimuth            | Intrarow Spacing | Frame Size | Frames | Modules | Power   |
| Field Segment 1  | Flush Mount | Portrait (Vertical) | 14°  | 268.48°            | 0.0 ft           | 1x1        | 66     | 66      | 26.4 kW |
| Field Segment 3  | Flush Mount | Portrait (Vertical) | 14°  | 268.13°            | 0.0 ft           | 1x1        | 0      | 0       | 0       |
| Field Segment 2  | Flush Mount | Portrait (Vertical) | 14°  | 88.4801°           | 0.0 ft           | 1x1        | 64     | 64      | 25.6 kW |
| Field Segment 4  | Flush Mount | Portrait (Vertical) | 14°  | 88.8453°           | 0.0 ft           | 1x1        | 0      | 0       | 0       |
| Field Segment 5  | Flush Mount | Portrait (Vertical) | 10°  | 178.3153156821037° | 0.0 ft           | 1x1        | 56     | 28      | 11.2 kW |

Detailed Layout



## Council Agenda Item Report

Meeting Date: June 25, 2020

Submitted by: Jenny Diersen

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

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### **Subject:**

5:00 p.m. - Summer Special Event Discussion 2020

### **Suggested Action:**

### **Attachments:**

[Summer 2020 Event Staff Report](#)

[Exhibit A: Phased Color Guidelines & Event Management Template](#)

[Exhibit B: Park City Event Calendar Major Events Summer/Fall 2020](#)



## City Council Staff Report

**Subject:** Summer 2020 Event Discussion  
**Author:** Jenny Diersen, Jonathan Weidenhamer  
**Department:** Special Events & Economic Development  
**Date:** June 25, 2020  
**Type of Item:** Administrative permits/Legislative policy

### Recommendation

Receive a general special events seasonal overview, review the State's Yellow/Green COVID-19 Guidelines, receive an update from the Summit County Health Department, and take input from various stakeholders and the public with regard to Park City's summer event calendar.

### Background

With the majority of the State in the Governor's current [\(Yellow\) Phased Guideline](#), economic recovery has begun in earnest, precipitating hard discussions about balancing community health and economy. Recently, the City Council has discussed a large cultural event and, while supportive, voiced apprehension about the City's role in approving such activities under current health Guidelines.

Large events are allowed under the Governor's current Phased Guideline of Yellow. While the Summit County Health Department has stated it will not deny large events that meet the State Guidelines, they still consider large gatherings an increased public health risk. None of us can determine with certainty what the driver of our next surge in cases will be. We do know, however, that large events increase risk yet facilitate economic recovery. Furthermore, community members and visitors are confused about expectations and requirements as messaging regarding Covid 19 event protocols as they vary between county and city.

Unless Council directed otherwise, staff plans to proceed with significantly modified events to meet the State Guidelines and standards. Council may require increased health mitigation standards through the Special Event Permitting process, as Council retains authority on all events, including heightened mitigation strategies. Through operational planning and diligence on the part of event organizers and a commitment to operating within the Phased Guidelines, event hosts and participants can materially lower risk for various events throughout the summer. Staff and event organizers understand that the phased color guidelines can change at any time and they need to be prepared to comply with State Guidelines in any phase. Excerpts from the Orange, Yellow and Green Guidelines can be found in their entirety in Exhibit A.

In addition to permitting various outdoor Special Events, the City hosts a number of small events, in addition to being the Applicant for two larger events.

1. Main Street Car Free Sundays- The primary purpose of this activity is to allow Main Street businesses to extend on City Property/ right of way. The most flexible process to do so was by permitting as a Special Event. City continues to follow Social

Distancing protocols and increased engagement for mask wearing while on the street, including distributing 950 masks last Sunday to pedestrians.

2. 4<sup>th</sup> of July: Staff has been working to adapt plans for the Fourth of July Celebration to reduce risks but still allow some responsible activities to celebrate from home and support local business. Much of the event has been significantly modified, including staff's recommendations as follows:
  - 38<sup>th</sup> Annual [Virtual 5K Fun Run](#) (supports Park City Ski and Snowboard Team) walk or jog on any route through and July 5. Register and receive a custom 4<sup>th</sup> of July face covering.
  - Cancelling the parade, as this is the main attraction to thousands of visitors, and an easy way to eliminate a mass gathering activity that is difficult to control and mitigate.
  - City Park /Park Avenue – Cancel City Park activities, accept the PC Recreation Volleyball Tournament as staff feels strongly that activity at the park to further deter mass gatherings at the park is important mitigation factor in preventing large group gatherings we normally see at the park. Based on minimal time to conduct outreach and receiving 3 comments from Park Ave residents, staff recommends keeping Park Avenue closed to allow residents a traffic free street and space to enjoy their neighborhood (normally Park Ave is closed until 2 p.m.)
  - Main Street - Extend Car Free Sunday to include July 4th (Saturday), allowing businesses to extend outside (HPCA is supportive – 79% survey respondents supportive).
  - Fireworks - Staff is working to host fireworks in conjunction with our partners at Park City Mountain. Our intent will be no advertising in the Salt Lake Valley, or otherwise, and utilizing local media to reiterate the “locals 4<sup>th</sup>” approach to enjoying in your neighborhood with friends and family.

Staff recommends City Council take input from the Health Department, stakeholders and the business community regarding events, and also public input. Staff requests Council direction on the remainder of the summer event calendar (Exhibit B), yet understands if Council desires additional information or public input prior to making a policy decision.

Policy questions:

1. Does the Council want to approach event permitting differently than State Guidelines?
2. Does the Council want to increase health mitigation protocols for City-hosted events?

### **Funding**

PCMC spending on event operations exceeds \$2M annually. The economic return both direct (sales and property taxes) and indirect (lodging, restaurant and other services, etc.) far exceeds our output and benefits all aspects of our local economy and economic recovery.

## **Attachments**

Exhibit A: Utah Phased Color Guidelines for Events & Event Management Template

Exhibit B: Park City Special Event Calendar (Major Events – Summer/Fall)



## **Exhibit A: Utah Phased Color Guidelines for Events & State Event Management Template**

### Utah State Phased Guidelines (Version 4.6 on 6/2/20)

While there are many details in each phased color guideline, staff has paraphrased specific protocols in each color phase. [Event Management Template](#) (required for formal organizations to complete, must be available for inspection by Health Officer or their designee as requested)

#### Orange Guidelines – Events, Cultural Arts & Entertainment

[https://coronavirus-download.utah.gov/business/Events\\_Arts\\_Entertainment\\_Guidelines.pdf](https://coronavirus-download.utah.gov/business/Events_Arts_Entertainment_Guidelines.pdf)

- Ability to Track Attendance
- No temporary mass gatherings as defined in [Rule R392-400](#)
- Event Size can exceed 20 if organizational oversight can be provided
- 6 foot distance must be maintained between household groups while seated
- For reserved seating facilities, facility capacity is dependent on ability to block reserved seats (demonstrated on digital seat map) to ensure safe radius
- Set an established window time for high risk groups
- Congregating at any point is not allowed
- Limit those in confined area to enable adequate distancing at all times.
- Maintain signage to remind individuals of protocols
- Encourage contactless payment, disinfect between transactions
- Participants (players, performers, actors, volunteers, employees) should have their symptoms checked when feasible
- Dedicated staff for sanitizing high-touch surfaces
- Follow Employer and Concession guidelines.

#### Yellow Guidelines – Events, Cultural Arts & Entertainment

[https://coronavirus-download.utah.gov/business/Yellow/Events\\_Arts\\_Entertainment\\_Guidelines\\_Yellow.pdf](https://coronavirus-download.utah.gov/business/Yellow/Events_Arts_Entertainment_Guidelines_Yellow.pdf)

- Ability to Track Attendance
- No temporary mass gatherings as defined in [Rule R392-400](#)
- Event Size can exceed 50 if organizational oversight can be provided. Formal organizations required to complete event management template. \*\*\* This document must be kept and available for inspection by the local health officer or designee
- Organizations encouraged using the Healthy Together app to help contain COVID among its employees and patrons.
- 6 foot distance must be maintained between household groups while seated
- For reserved seating facilities, facility capacity is dependent on ability to block reserved seats (demonstrated on digital seat map) to ensure safe radius
- Set an established window time for high risk groups
- Distribution of promotional items, candy, food, etc... during spectator events must be distributed in a manner that does not promote congregating. Congregating at any point is not allowed
- Limit those in confined area to enable adequate distancing at all times.
- Maintain signage to remind individuals of protocols
- Encourage contactless payment, disinfect between transactions
- Participants (players, performers, actors, volunteers, employees) should have their symptoms checked when feasible
- Dedicated staff for sanitizing high-touch surfaces

- Follow Employer and Concession guidelines.

Green Guidelines – Events, Cultural Arts & Entertainment

[https://coronavirus-download.utah.gov/business/Green/Events\\_Arts\\_Entertainment\\_Guidelines\\_Green.pdf](https://coronavirus-download.utah.gov/business/Green/Events_Arts_Entertainment_Guidelines_Green.pdf)

Follow General Employer Guideline. All businesses are open and operating under enhanced hygiene and cleaning regimen. Monitoring health of workforce and its customers.



Exhibit B Park City Special Event Calendar (Major Events – Summer/Fall)

| Event Name                                                                                                                                                                                         | Applicant           | Date of Event  | Number of Days | Level of Event -<br>determined by<br>attendance, and<br>impacts, number of<br>days | Normal<br>Attendance | Location                                     | Normal City<br>Service Waived<br>Costs (City Takes<br>On) | Fees Paid to City |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|----------------|----------------|------------------------------------------------------------------------------------|----------------------|----------------------------------------------|-----------------------------------------------------------|-------------------|
| Park City Baseball                                                                                                                                                                                 | PC Baseball Club    | 6/17/2020      | 3              | Level 2                                                                            | 1,000                | Park City School District<br>Fields & Quinns | \$4,000                                                   | \$2,000           |
| 4th of July                                                                                                                                                                                        | PCMC                | 7/4/2020       | 1              | Level 5                                                                            | 30,000               | Main Street, City Park,<br>Resort Base       | \$59,000                                                  | \$8,000           |
| Triple Crown                                                                                                                                                                                       | Triple Crown Sports | 7/13 - 23/2020 | 13             | Level 4                                                                            | 7,000                | All Fields in Park City and<br>Summit County | \$50,000                                                  | \$5,000           |
| Extreme Soccer                                                                                                                                                                                     | PC Soccer Club      | 7/23 - 25/2020 | 3              | Level 3                                                                            | 10,000               | All Fields in Park City and<br>Summit County | \$3,000                                                   | \$5,000           |
| Ski Town Lacrosse                                                                                                                                                                                  | Utah Lax            | 8/8 - 9/2020   | 2              | Level 3                                                                            | 2,000                | Fields in Park City and<br>Summit County     | \$6,000                                                   | \$2,000           |
| Miner's Day                                                                                                                                                                                        | PC Rotary           | 9/7/2020       | 1              | Level 5                                                                            | 20,000               | Main Street & City Park                      | \$27,000                                                  | \$0               |
| Autumn Aloft                                                                                                                                                                                       | HPCA                | 9/18 - 20/2020 | 3              | Level 4                                                                            | 8,000                | N40 and Main Street                          | \$4,000                                                   | \$4,000           |
| Shot Ski                                                                                                                                                                                           | Sunrise Rotary      | 10/17/2020     | 1              | Level 4                                                                            | 3,000                | Main Street                                  | \$2,000                                                   | \$2,000           |
| Halloween                                                                                                                                                                                          | HPCA                | 10/31/2020     | 1              | Level 4                                                                            | 10,000               | Main Street                                  | \$23,000                                                  | \$0               |
| * Not all events are included in this spreadsheet. This focuses on 'major' cultural and sporting events summer 2020. There are many other small sporting and cultural events on the City calendar. |                     |                |                |                                                                                    |                      |                                              |                                                           |                   |
|                                                                                                                                                                                                    |                     |                |                |                                                                                    |                      |                                              |                                                           |                   |
|                                                                                                                                                                                                    |                     |                |                |                                                                                    |                      |                                              |                                                           |                   |

## **Council Agenda Item Report**

Meeting Date: June 25, 2020

Submitted by: Alexis Verson

Submitting Department: Transportation Planning

Item Type: Staff Report

Agenda Section:

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### **Subject:**

Near-Term Transportation Strategies for SR248 & Quinn's Junction Update

### **Suggested Action:**

### **Attachments:**

[Near-Term Transportation Strategies for SR-248 Staff Report](#)

[Exhibit A: DRAFT Cooperative Agreement UDOT PC Transit Lane](#)

[Exhibit B: SR-248 DRAFT Corridor Plan](#)

## City Council Staff Report

**Subject:** Update on Near-Term Transportation Strategies for SR-248 & Quinn's Junction Park and Ride  
**Author:** Julia Collins, Senior Transportation Planner  
 Alexis Verson, Senior Transportation Planner  
**Department:** Transportation Planning  
**Date:** June 11, 2020  
**Type of Item:** Administrative

### Recommendation

Review the update on several near-term transportation-related improvements for SR-248, and an update on the request from Council to concurrently review some additional parcels in the Quinn's Junction area for a potential park and ride facility. These items were combined to provide a comprehensive transportation strategy update for this gateway corridor.

### Background

State owned highways, SR-248 and SR-224, serve as the only two real roadway access points to Park City. Staff continues to partner with UDOT to take steps in the short and long terms to offer travelers options that reduce single occupancy vehicle trips. Additional construction, infrastructure, and agreements are moving forward to improve westbound (inbound) transit priority along the SR-248 corridor, in a similar manner to what has been implemented on SR-224.

Long term transportation strategies for these corridors must continue in partnership with UDOT to include satellite parking facilities that are served by high frequency transit operating in dedicated transit facilities. The following updates are the first steps to achieving corridors that have better transit performance, and are not intended to be complete transit solutions at this time.

There are several updates to consider as part of this staff report that relate to the SR-248 corridor:

1. An update on the UDOT-led pavement maintenance project on SR-248 and pedestrian betterments within the project limits;
2. An overview of the new agreement between Park City and UDOT for westbound shoulder running priority buses on SR-248; and
3. An update on several parcels that were evaluated to respond to a Council request near Quinn's Junction and their viability in the near term to host a park and ride facility.

### 1. UDOT Maintenance Project & Betterment Requests

In spring/summer 2021, UDOT is conducting routine pavement maintenance on SR-248 from Highway 40 to the SR-224 intersection. UDOT will also be making improvements to pedestrian crossings with graded pedestrian ramps and ADA improvements on the sidewalks and pathways on SR-248. The exact date of construction will be decided after incorporating school schedules, events, and other projects in the area, but likely spring or summer 2021.

Park City staff is working closely with UDOT to incorporate high-visibility pedestrian crossings, better pathway alignments, and more durable treatments where possible. An additional betterment includes restriping the roadway prism to allow buses to operate in the west-bound shoulder and bypass the congestion. This is a unique approach with UDOT, as betterments are not often included in routine maintenance projects. UDOT has continued to be a willing and flexible partner to advance Park City's multimodal transportation goals.

### 2. SR-248 Shoulder Running Bus Lane Striping and Agreement

In 2018, Transportation Planning Staff partnered with UDOT to pursue an Environmental Analysis on a roadway widening project for SR-248 to remove the corridor's chokepoint. That analysis was not finalized, as a traditional UDOT corridor widening project was not supported within the context of Park City. Efforts have refocused to provide near-term transit alternative solutions instead. Park City Staff

saw an opportunity to include transit priority along the westbound lane of SR-248 as part of the pavement maintenance project, as a restriping exercise utilizing existing widths requiring no pavement widening.

Restriping will allow Park City Transit buses to utilize the shoulder during peak times. A UDOT/Park City agreement for SR-248 will mirror the existing agreement for SR-224 for shoulder running buses. See **Exhibit A** for the draft cooperative agreement language. The prior agreement was signed as an administrative function, and was not taken to Council for approval, but merely as an update.

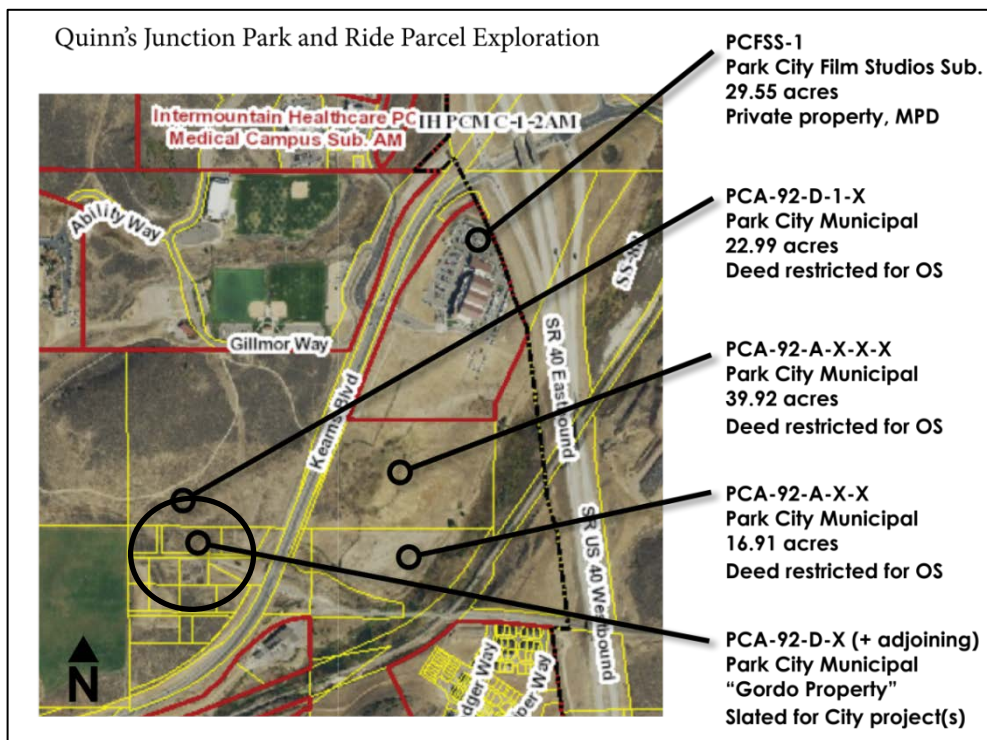
The existing roadway width can accommodate one shoulder running bus lane. UDOT's analysis determined that a bus would benefit most from bypassing inbound congestion, as this is the main bottleneck for this roadway. The draft corridor plan can be found in **Exhibit B**.

It is important to note that SR-248 currently has striped shoulder running bike lanes, which the west bound will be removed to accommodate the transit lane. Bicycles are still permitted to use the roadway once the transit lane is implemented. Staff doesn't anticipate this to be a concern given the SR-224 transit shoulder running bus lane operates similarly, with no reported bike-bus conflicts. Staff will provide outreach to the public and key stakeholder groups as the project construction date nears. Staff is comfortable with this displacement as the Rail Trail is only a few hundred feet away and the east bound bike lane will remain.



### 3. Quinn's Junction Park and Ride Parcels

Transportation Planning Staff provided an update and policy discussion to Council on [April 16, 2020](#), to continue its work on a park and ride at the Quinn's Junction Node. Council recommended moving forward with the park and ride project in its existing capacity, yet also requested to receive additional information on other parcels in the area not originally considered as viable. Transportation Planning coordinated under the guidance of the Legal Department, and Trails & Open Space to better understand ownership and potential land use restrictions. Additional exploration was conducted for the following parcels on the map below:



### **Movie Studio Parcel, 4001 Kearns Boulevard: Parcel PCFSS-1**

This parcel is privately owned and bound by MPD covenants.

### **City-Owned Parcel Adjacent to Movie Studio: Parcel PCA-92-D-1-X**

Unfortunately, this parcel may not be considered for a park and ride facility due to the terms of the exaction and dedication to provide open space area satisfying a 70% open space requirement, visual mitigation, and entry corridor setbacks within the MPD. In order to change the land use, Staff would have to pursue re-negotiating the terms of the dedication with the owner, annexation, Development Agreement amendments, amend the LMC and likely have to amend all previous Planning Commission approvals.

Also, the LMC section 15-6-5 prohibits use of open space for parking. Even if the City had approved this area as a "landscaped open space", which it did not, the parcel would have to be rezoned to allow for parking. Since the parcel was a regulatory exaction and not a donation or purchase, the terms of such dedication are the functional equivalent of a deed restriction since the City is bound by the terms of the approval in which the property was dedicated to the City in consideration of the approval.

### **City-Owned Parcel PCA-92-A-X-X-X & City-Owned Parcel PCA-92-A-X-X**

Open Space dollars were used in the purchase of these as part of the broader Ed Gilmer Open Space GO Bond in 2003. 188 acres were acquired for \$3,750,601 and these two along with others parcels, are part of the Conservation Easement held by Summit Land Conservancy. Their use is delineated for Trails/Open Space use.

### **City-Owned Parcel PCA-92-D-X**

This area, often referred to as the Gordo Site, is owned primarily by Park City Municipal, with some UDOT-owned frontage, and has been discussed for other City projects. It is currently zoned as a Residential Development District, and the parcel(s) are surrounded by Recreational Open Space. Parking facilities are not currently included in the allowed or conditional uses per the LMC for this zoning code; in order to pursue a parking facility, a change to the LMC would be required.



### **Exhibits**

**Exhibit A** – DRAFT Cooperative Agreement between Park City and UDOT

**Exhibit B** – SR-248 DRAFT Corridor Plan

COOPERATIVE AGREEMENT BETWEEN

**THE UTAH DEPARTMENT of TRANSPORTATION AND  
PARK CITY FOR  
TRANSIT LINE OPERATION**

**Westbound SR-248 M.P. 1.02 TO 3.15**

**This cooperative agreement** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, a state agency (“UDOT”), and **PARK CITY** (“City”), a political subdivision of the State of Utah.

**RECITALS**

**WHEREAS**, UDOT owns the right-of-way for state route 248 (“SR-248”) in Summit County, Utah; and

**WHEREAS**, westbound SR-248 at times experiences high westbound traffic volumes; and

**WHEREAS**, UDOT is willing to permit the operation of a transit lane (“Transit Lane”) within the right-of-way of westbound SR-248 from milepost 3.15 (from Richardson Flat Road/SR248 intersection) to milepost 1.02 (Comstock Drive/SR248 intersection) in Summit County, Utah.

**AGREEMENT**

**Now therefore**, in consideration of the mutual promises, terms, and conditions hereof, the parties agree as follows:

**1. Term.**

- 1.1. This Cooperative Agreement shall be effective as of the date written above and continues until terminated by either party with 30-days written notice.

**2. Definitions of Key Terms.**

- 2.1. Bus: A motor vehicle designed for carrying more than 15 passengers operated and owned by Park City Transit, not including the driver, and used for the transportation of persons, whether or not for compensation.
- 2.2. City: All officers, employees, and agents of Park City Municipal Corporation, as well as all independent contractors who perform any obligation of this Cooperative Agreement on behalf of the City.

- 2.3. Transit Lane: The outside shoulder of the westbound portion of SR-248 including the right turn lane where it develops near the intersections. Beginning at SR-248 Milepost 3.15 (US-40 / SR-248 intersection) to Milepost 1.02 (Comstock / SR-248 intersection) allowing westbound travel of City buses and other buses as authorized by UDOT.
- 2.4. UDOT: All officers, employees, and agents of the Utah Department of Transportation, as well as all independent contractors who perform any obligation of this Cooperative Agreement on behalf of UDOT.

### **3. Obligations of the Parties.**

- 3.1. UDOT shall permit the operation of City buses on SR-248 in the designated Transit Lane. The City understands and agrees UDOT may permit other entities to operate buses in the Transit Lanes.
- 3.2. UDOT will allow bicycles in the Transit Lane. To accommodate the Transit Lane, the existing bike lanes between Wyatt Earp and Comstock will transition to a Transit Lane.
- 3.3. UDOT shall install signs and markings in compliance with the Utah Manual of Uniform Traffic Control Devices to demarcate the Transit Lane. At its discretion, UDOT will remove the signs after termination of the Agreement. UDOT will pay the cost of new pavement markings and signs, including posts and bases. UDOT will pay to install and maintain the new signs and markings.
- 3.4. UDOT has the sole discretion concerning the operation of SR-248.
- 3.5. The City shall provide training as necessary to City staff on the requirements of this Cooperative Agreement. The City shall be responsible for City buses and drivers.
- 3.6. The City shall comply with the operating Rules attached hereto as Exhibit "A" and incorporated by reference.

### **4. Indemnification.**

- 4.1. The City at all times protect, defend, indemnify, and hold harmless UDOT from any and all claims, demands, judgments, costs, expenses, and all damage of every kind, including attorney fees, and nature made, rendered, or incurred by or in behalf of any person or corporation whatsoever, in any manner due to or arising out of injury to or death of any person, or damage to property of any person or persons whomsoever, including the parties hereto and their employees, arising from negligent operation of a City bus by a City employee or independent contractor in the Transit Lane; however, if negligence by

UDOT, or their agents, contributes to the injury or damage, the City shall only be liable in proportion to its fault as determined by a court of competent jurisdiction.

- 4.2. Nothing herein shall be deemed a waiver of defenses or immunity of any party under the Utah Governmental Immunity Act.

## **5. Miscellaneous Provisions.**

- 5.1. The laws of the State of Utah as to both interpretation and performance shall govern this cooperative Agreement.
- 5.2. This Cooperative Agreement may be executed in counterparts by the parties.
- 5.3. This Cooperative Agreement does not create any type of agency relationship, joint venture or partnership between UDOT and the City. The obligations in this Cooperative Agreement are not assignable.
- 5.4. This Cooperative Agreement contains the entire agreement between the parties, with respect to the subject matter hereof, and no statements promises, or inducements made by any party or agents for any party that are not contained in this written Cooperative Agreement shall be binding or valid. Any amendment to this Cooperative Agreement must be in writing and executed by the authorized representatives of each party.
- 5.5. Each individual executing this Cooperative Agreement represents and warrants to each other that he or she has been duly authorized to sign this Cooperative Agreement in the capacity and for the stated entities where he or she signs.



**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed by its duly authorized officers as of the date indicated above.

**PARK CITY**

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

Matt Dias, City Manager

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

Mark Harrington, City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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**UTAH DEPARTEMNT OF TRANSPORTATION**

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

Eric Chaston, District Engineer

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

Region Director, Bryan Adams

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

Comptroller's Office

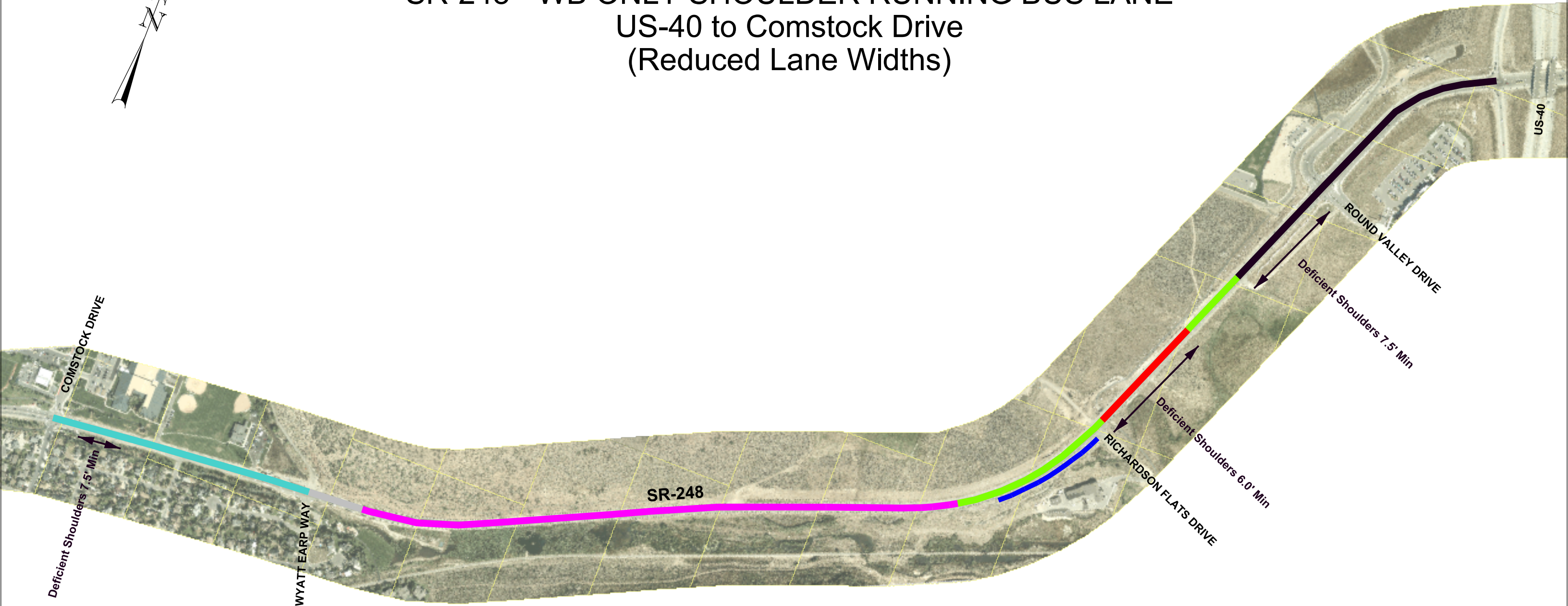
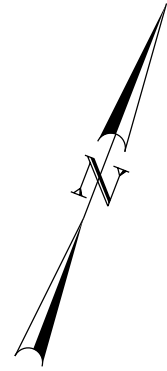
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## **Exhibit A**

### **Operating Rules on the Transit Lane**

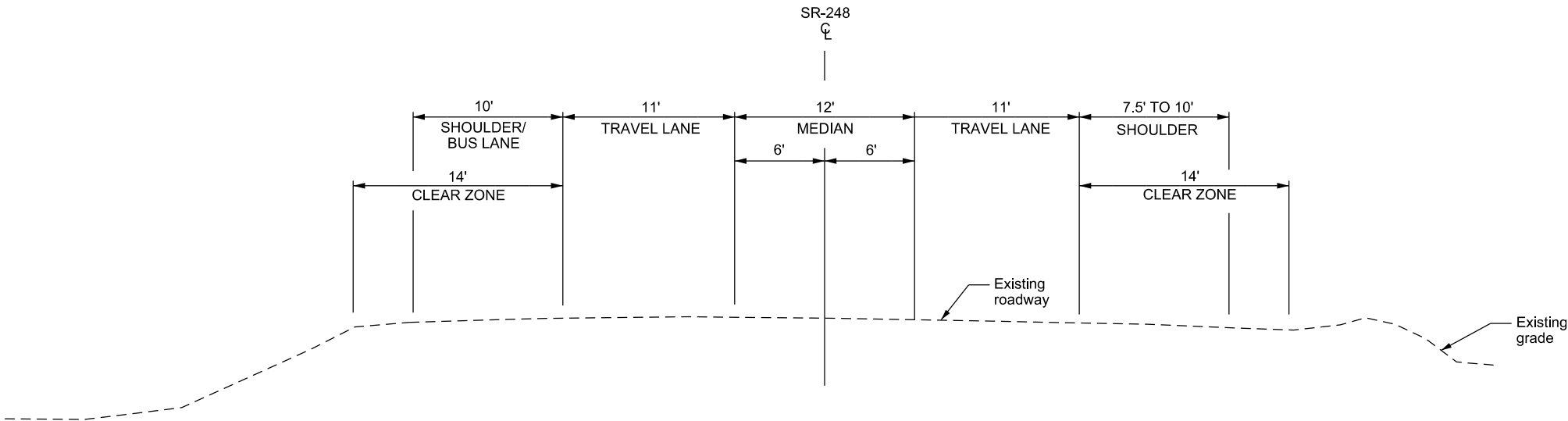
1. City employees (“Operators”) at their discretion will operate City buses on the Transit Lane during heavy traffic conditions determined by the city bus operator (“bus driver”) transit supervisor, or Operator.
2. Driving in the Transit Lane shall be allowed only between the “BEGIN” sign and the “END” sign installed by UDOT.
3. Operators shall exercise their best judgment in considering the safety of others, as well as that of the bus passengers. Operators will not use the Transit Lane in such cases where a City bus will not safely fit in the Transit Lane. If the Transit Lane is obstructed in any way (including cyclists), the City bus operator must merge back into the regular travel lane to avoid the obstruction.
4. Operators shall not use the Transit Lane to pass a snow plow.
5. Operators shall yield to others lawfully entering the Transit Lane. This paragraph shall not impact a determination of fault.
6. Operators should exercise caution not to drive on the gutter pan next to the Transit Lane and must keep all tires on the paved portion of the shoulder.
7. Operators shall not drive on the Transit Lane where pavement is breaking apart or excessive potholes are recurring.
8. When driving in the Transit Lane, Operators shall turn on the bus four-way flashers. Operators shall use the bus horn to alert motorists only when necessary at the Operator’s discretion.
9. The maximum allowed speed of City buses driving on the Transit Lane is **35 mph**. While using the Transit Lane, the bus shall not exceed the speed of traffic using regular travel lanes by more than **15 mph**. City bus speed on the Transit Lane should be reduced if water, snow, or ice is present.
10. All State and local traffic codes shall apply to the use of the Transit Lane by City buses, except those that would prohibit the use of the Transit Lane pursuant to the terms of this Cooperative Agreement.
11. Prior to and during peak ski days and major events, UDOT may plow the shoulder to the maximum extent practicable as to allow for the safe travel by City buses.

# SR-248 - WB ONLY SHOULDER RUNNING BUS LANE US-40 to Comstock Drive (Reduced Lane Widths)

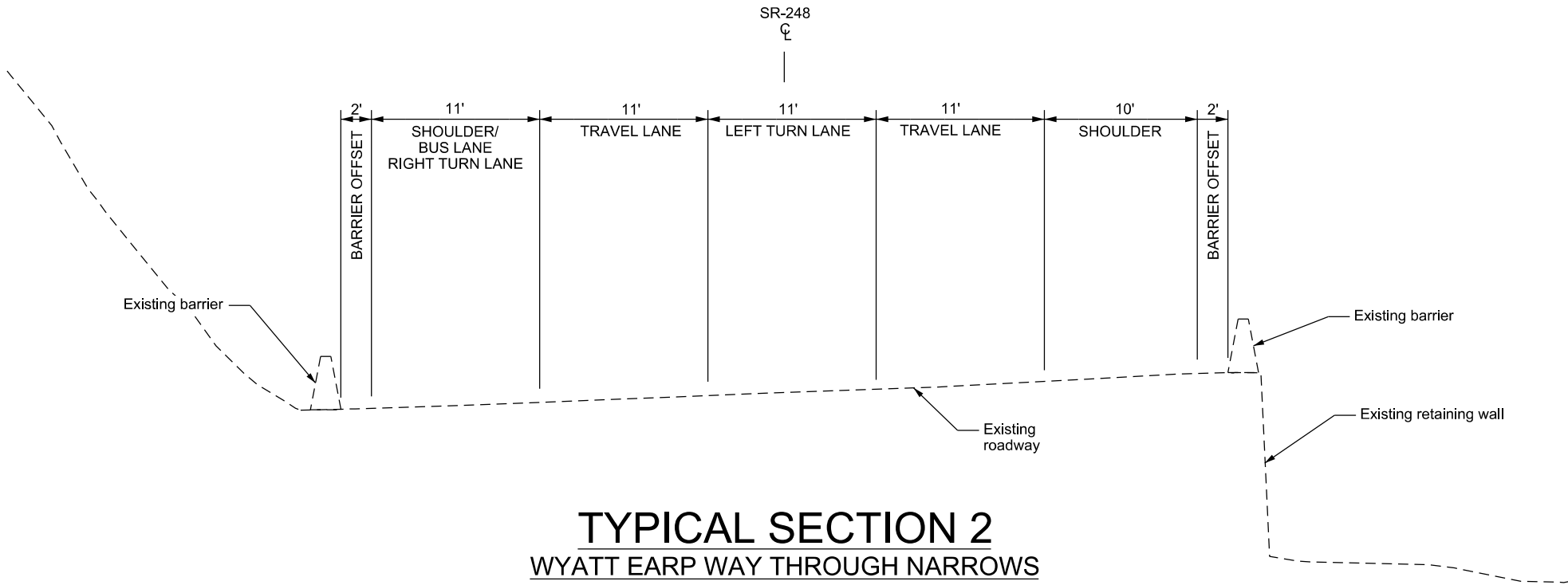


## LEGEND

- WIDENING AREAS FOR SHOULDER BUS LANES
- TYPICAL SECTION 1
- TYPICAL SECTION 2
- TYPICAL SECTION 3
- TYPICAL SECTION 4
- TYPICAL SECTION 5
- TYPICAL SECTION 6



**TYPICAL SECTION 1**  
**COMSTOCK TO WYATT EARP WAY**

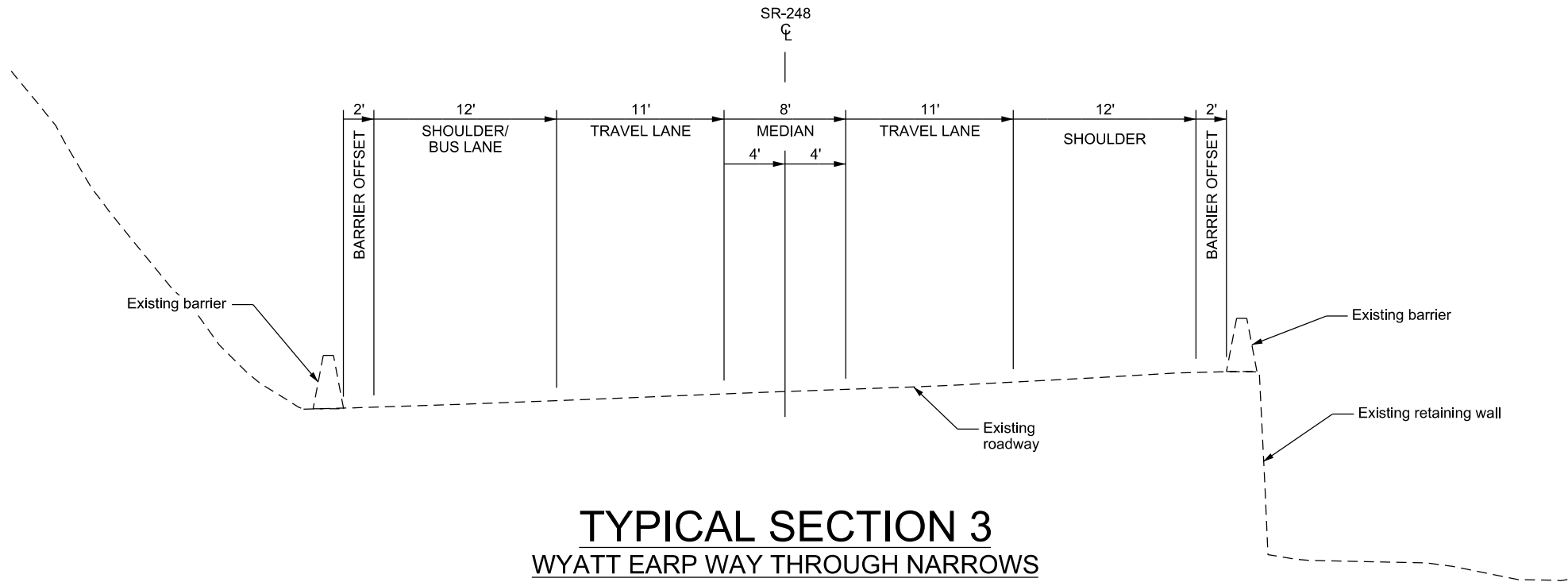


**TYPICAL SECTION 2**  
**WYATT EARP WAY THROUGH NARROWS**

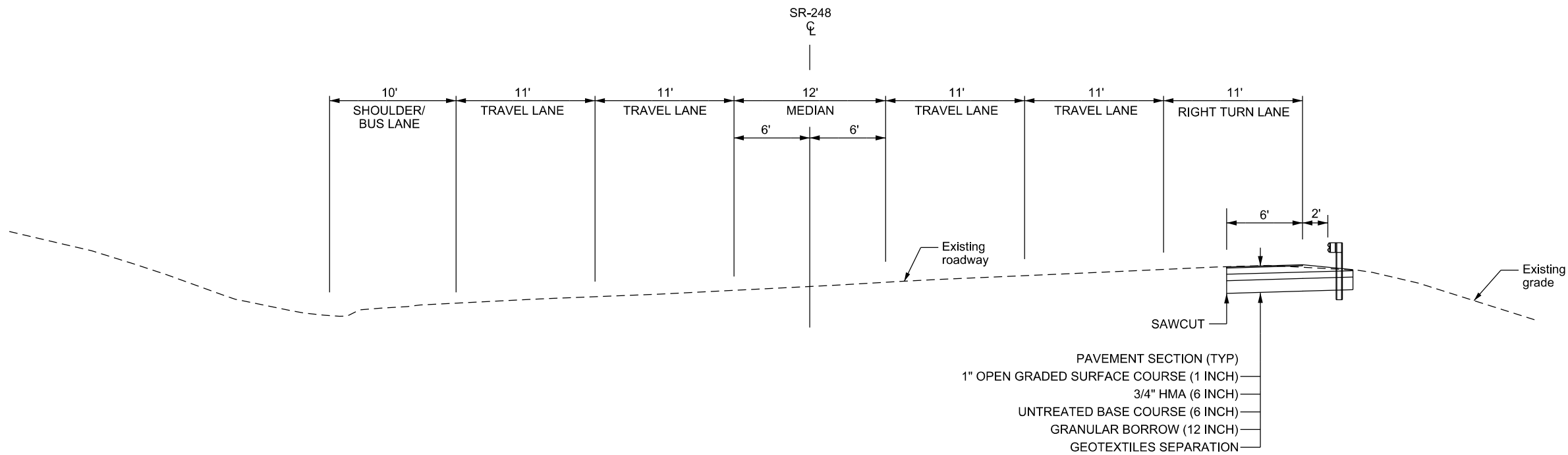
**PRELIMINARY**  
NOT FOR CONSTRUCTION

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| UTAH DEPARTMENT OF TRANSPORTATION |  | ROADWAY DESIGN |  | DRAWN BY   |  |
| APPROVED                          |  | MM/DD/YY       |  | QC         |  |
|                                   |  | DATE           |  | CHECKED BY |  |
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|                         |  |                  |  |
|-------------------------|--|------------------|--|
| SR-248; SR-224 TO US-40 |  | TYPICAL SECTIONS |  |
| PROJECT NUMBER          |  | PIN              |  |
|                         |  | 14549            |  |



**TYPICAL SECTION 3**  
WYATT EARP WAY THROUGH NARROWS



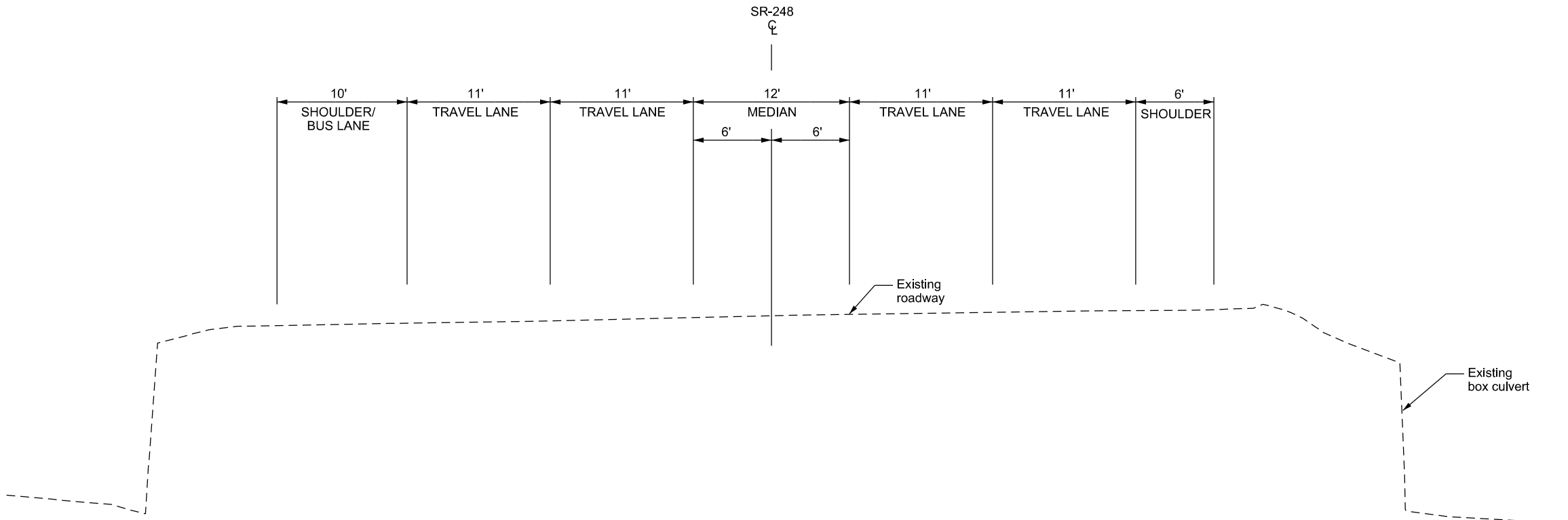
**TYPICAL SECTION 4**  
WEST OF RICHARDSON FLATS

**PRELIMINARY**  
NOT FOR CONSTRUCTION

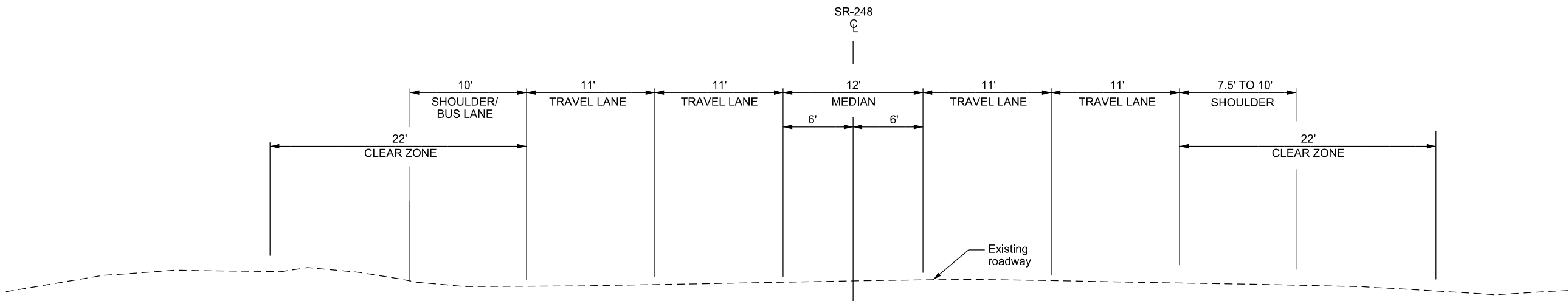
UTAH DEPARTMENT OF TRANSPORTATION  
ROADWAY DESIGN

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| APPROVED | MM/DD/YY              |    | DATE       |
|          | PROFESSIONAL ENGINEER | QC | CHECKED BY |

|                |                         |           |
|----------------|-------------------------|-----------|
| PROJECT        | SR-248; SR-224 TO US-40 |           |
|                | TYPICAL SECTIONS        |           |
| PROJECT NUMBER | F-0248(17)0             | PIN 14549 |
|                |                         |           |



**TYPICAL SECTION 5**  
RICHARDSON FLATS BOX CULVERT



**TYPICAL SECTION 6**  
RICHARDSON FLATS DRIVE TO ROUND VALLEY DRIVE

**PRELIMINARY**  
NOT FOR CONSTRUCTION

**UTAH DEPARTMENT OF TRANSPORTATION**  
ROADWAY DESIGN

|          |                       |            |      |
|----------|-----------------------|------------|------|
| APPROVED | PROFESSIONAL ENGINEER | MM/DD/YY   | DATE |
| DRAWN BY | QC                    | CHECKED BY |      |

|                |                         |
|----------------|-------------------------|
| PROJECT        | SR-248; SR-224 TO US-40 |
| PROJECT NUMBER | TYPICAL SECTIONS        |
|                | F-0248(17)0             |
|                | PIN 14549               |

## **Council Agenda Item Report**

Meeting Date: June 25, 2020

Submitted by: Johnny Wasden

Submitting Department: Parking Services

Item Type: Staff Report

Agenda Section:

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### **Subject:**

Parking Services COVID-19 Response Overview

### **Suggested Action:**

### **Attachments:**

[Parking Services Staff Report](#)



## **City Council Staff Communication**

**Subject: COVID-19 Parking Services Response Overview**

**Author: Johnny Wasden- Parking Manager**

**Department: Public Works- Parking Services**

**Date: June 25, 2020**

**Type of Item: Informational**

### **Summary**

In response to the 2020 COVID-19 pandemic, Parking Services recognized the need to adapt quickly to a dramatic shift in conditions and support the Park City community by updating its operations.

### **Information and Communication**

Staff began a rigorous program to invest time and resources into preventative maintenance, cleaning, and technology upgrades. Staff also updated signage and proactively monitored no parking areas as ambassadors at multiple trailheads and congested areas for parking and health order information to help support Summit County health orders.

### **Reduced Enforcement**

Beginning March 12<sup>th</sup>, Parking Services reduced enforcement operations and assisted the Park City Police with critical violation enforcement, such as:

- Fire lanes,
- Accessible parking stalls,
- No parking zones,
- Transit stops,
- Hydrants, and
- Double parking and blocking traffic

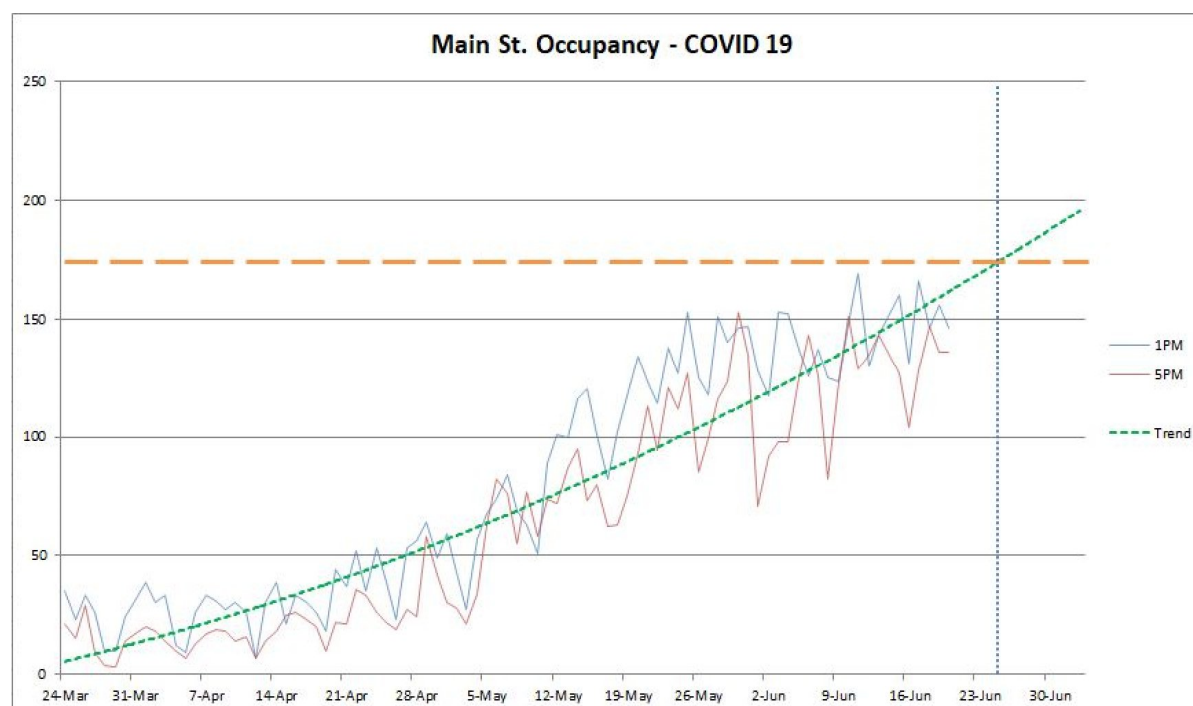
### **Suspension of Paid Parking and Use Fees**

Dining decks on Main Street occupy public paid parking stalls and this year there is no parking revenue because fees were suspended in response to the emergency declaration. This change represents a projected \$73,000 in forgone revenue for the May-September season.

Main Street has a parking capacity of just under 200 cars and during the red public health order about 30 vehicles were parked at peak times. Payment was still an option, but was not enforced. Approximately 2% of the parked vehicles paid for parking. When Summit County moved to orange level on May 1, occupancy of Main Street increased to over 100 vehicles at peak times and about 70% of vehicles paid for parking. On May 7, paid parking was suspended entirely and payment was, and is currently, not an option.

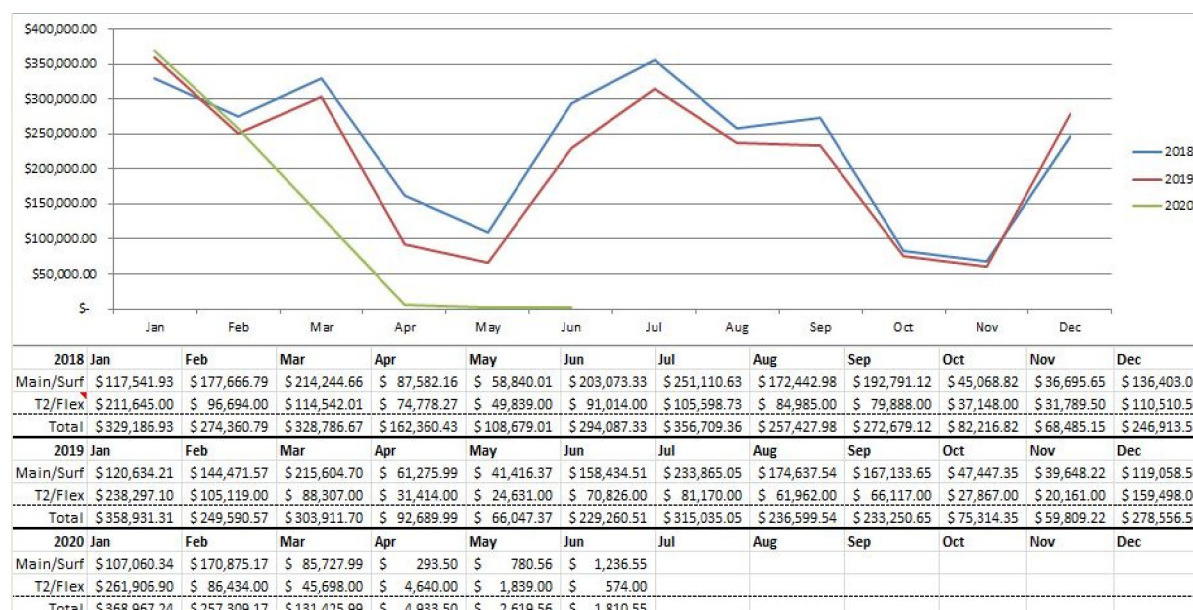


Collected data suggests that many vehicles parking on Main Street are daily recurring vehicles, and not necessarily a visiting customer or visitor. Below is a report of Main Street occupancy since March 2020.



China Bridge was also advertised as free parking in order to accommodate employee parking and free up Main Street for customers and visitors. China Bridge occupancy averaged roughly 2% in March and April, and is currently only around 5% at peak times. Total capacity of China Bridge is 575 stalls.

Revenues from paid parking made a dramatic dip, as expected from the drop in demand:



### **Parking Differed Maintenance Projects**

During the reduced demand on parking facilities in Old Town, opportunities have been taken to improve parking tools, provide internal training, perform equipment and process audits, develop internal procedure guides, and perform needed maintenance, cleaning, and painting of parking facilities. Parking employees have also been assisting other City departments with their initiatives and projects.

### **Parking Technology Improvement Project**

Switching payment methods in the China Bridge parking garage has been a pending project that is currently under way and anticipated to be completed by July 2020. Changing the technology and equipment to the same equipment found in every other parking lot in Old Town furthers the goals of improving customer service and reducing future expenditures. This project will create more cohesive data reports, enable the Go Park City app payment in the garage, and simplify customer experience for all types of users and events.

### **Parking Database Overhaul Project**

Cleaning the parking database has been another highly labor-intensive pending project with the potential of being disruptive to customers in a normal high-demand climate. Much of this project has been completed during the public health orders and will enable the use of future customer facing tools and significantly streamline operations, including virtual permitting and personal permit management.

### **Conclusion**

Throughout the Vision 2020 process, traffic and transportation were identified as two of the most critical issues facing Park City. Offering residents the possibility of 'car-optional' lifestyle by 2030 and introducing incentives and disincentives for access and parking to help build momentum to this goal is something the Park City community has expressed strong interest in.

Parking Services is dynamic and adaptive to changing conditions. We look forward to participating in collaborative efforts to support the local residents and businesses. Paid parking plays a key role in maintaining strong transit ridership and maintaining adherence to the General Plan, Transportation Demand Management plan (TDM) and the Traffic and Transportation Master Plan (TTMP), as well as the Vision 2020 goals. Further, the efficient allocation of parking spot turnover is critical the health and vibrancy of our commercial areas and balance with residential neighborhoods.

## **Council Agenda Item Report**

Meeting Date: June 25, 2020

Submitted by: Michelle Dehaan

Submitting Department: Public Utilities

Item Type: Staff Report

Agenda Section:

---

**Subject:**

2019 Annual Water Quality Consumer Confidence Report

**Suggested Action:**

None

**Attachments:**

[Consumer Confidence Report](#)



## City Council Staff Communications Report

**Subject:** 2019 Annual Water Quality Consumer Confidence Report  
**Author:** Michelle De Haan, Water Quality Manager  
**Department:** Public Utilities  
**Date:** June 25, 2020  
**Type of Item:** Informational

Each year Public Utilities releases the Annual Water Quality Consumer Confidence Report to review drinking water quality and provide information regarding projects completed for the year as well as upcoming projects. This annual publication and components of it are required by EPA and the Utah Division of Drinking Water (DDW).

Staff would like to provide Council with a copy of the report prior to its mailing. Please view the report [here](#). The report will be postmarked by June 30<sup>th</sup> per EPA requirements.

Report highlights include:

- Continued compliance with drinking water quality standards
- Reminder that in the midst of Covid-19 that drinking water remains safe to drink
- CDC guidance for reopening buildings during Covid-19
- Reminder to Be WaterSmart This Summer considering less water source availability and a chance that water restrictions could be needed to balance water supply and demand if we temporarily lose a water source
- Request to home owners - the City is seeking volunteers for Household Lead and Copper Sampling in 2020
- Continued investment in our Water Treatment Infrastructure including complying with Clean Water Act stream standards for Judge and Spiro Tunnels and increasing overall drinking water treatment system capacity
- Progress update on construction of the 3Kings WTP and inclusion of energy efficient designs

Hard copies will be mailed to both Park City zip codes. English and Spanish versions will available on the City website. Spanish hard copies will be distributed thru the City's Community Engagement Team.

## **Council Agenda Item Report**

Meeting Date: June 25, 2020

Submitted by: Mindy Finlinson

Submitting Department: Finance & Accounting

Item Type: Staff Report

Agenda Section:

---

### **Subject:**

Federal CARES Act Local Government Allocation

### **Suggested Action:**

### **Attachments:**

[Federal CARES Act Local Government Allocation Staff Report](#)



## City Council Staff Communications Report

**Subject:** Federal CARES Act Local Government Allocation  
**Author:** Mindy Finlinson, Finance Manager  
**Department:** Finance  
**Date:** June 25, 2020

As permitted by U.S. Treasury guidance, the State of Utah is distributing a portion of its Coronavirus Relief Fund (CRF) disbursement provided by the Coronavirus Aid, Relief, and Economic Security Act Federal Funding (CARES) Act to Utah's counties and municipalities located outside of Salt Lake County and Utah County. The Federal Government provided \$1.25 billion to Utah state and local governments through the CRF. Based on the distribution formula in the CARES Act, \$934.8 million was paid to the State of Utah (State), \$203.6 million was paid directly to Salt Lake County, and \$111.6 million was paid directly to Utah County.

The State is distributing a portion of its \$934.8 million payment to counties and municipalities outside of Salt Lake County and Utah County that did not receive a direct allocation (eligible counties and municipalities).

The Governor's Office of Management and Budget, in coordination with other stakeholders, developed a population based formula for determining the allocations that will be distributed to the eligible counties and municipalities in 3 separate tranches (currently slated for June, Summer and early Fall). Based on this formula, Park City Municipal Corporation (City) has been initially awarded a total allocation of \$750,595. This maximum amount is not guaranteed, and the amount may be subject to revision by the Governor or the Legislature (the second and third tranche could be population based or could be adapted based on evolving conditions).

On June 10, 2020, the City received its first tranche of money in the amount of \$250,198. The intent for this first allocation of funds is to cover direct expenditures the City has already incurred in response to the pandemic that are allowable under the Treasury [guidelines](#). With the direction of Council, staff recommends that the City first reimburse "hard cost" expenditures that were incurred in response to the pandemic (i.e. PPE, cleaning supplies, equipment, signage, etc.). After reimbursing for all hard costs, staff recommends reimbursing allowable payroll expenses from this first allocation (payroll for employees dedicated to COVID19 management, and payroll related to the Federal Family First Act). As of June 22<sup>nd</sup>, direct costs expended to date total \$242,295. Allowable payroll costs total \$408,306 as of the first payroll run in June. It should be noted that these funds will be included in the revised provisional budget that is 60 to 90 days out.

Based on the permissible use of funds, we are allowed to reimburse costs beginning March 1, 2020 through December 30, 2020. The City will have until November 30, 2020 to expend the CRF funds provided by the State. Any amount not expended by this date must be returned to the State so that unspent funds can be reallocated and spent prior to the December 30 deadline. The City may petition the State to retain allocated but unspent CRF funds after the November 30, 2020 date with approval from the State.

## **Council Agenda Item Report**

Meeting Date: June 25, 2020

Submitted by: Heinrich Deters

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

---

### **Subject:**

Rent Abatement for certain City Owned Facilities - July 2020

### **Suggested Action:**

### **Attachments:**

[Rent Abatement for Tenants in Certain City Facilities Staff Report](#)



## **City Council Staff Communications Report**

**Subject: COVID Related Rent Abatement City Facilities**

**Author: Heinrich Deters**

**Department: Sustainability**

**Date: June 25, 2020**

**Type of Item: Staff Communication**

Park City Municipal Corporation operates several tenant spaces located within the Arts and Culture District, as well as, at the City Library. These tenants are a mix of local not-for-profits entities and small businesses.

As part of the City's response to the COVID-19 crisis, City Council approved full and partial rent abatement for numerous tenants in order to relieve some of the unavoidable local economic impacts. Abatement started in April and has been extended to include the month of July. To date, over \$90,000 of rent has been abated in order to assist local small businesses and nonprofits. Council and staff will continue to monitor the economic impacts associated with COVID-19 and evaluate specific requests.

Tenant leases located in the Arts & Culture District are set to expire July 31, 2020.



## **Council Agenda Item Report**

Meeting Date: June 25, 2020

Submitted by: Michelle Downard

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

---

### **Subject:**

Police Complaint Review Committee Update

### **Suggested Action:**

### **Attachments:**

[Police Complaint Review Committee-Interviews and Policies Staff Report](#)



## City Council Staff Communications Report

**Subject:** Police Complaint Review Committee  
**Author:** Michelle Downard, Resident Advocate and  
Chairperson of the Police Complaint Review Committee  
**Department:** Executive  
**Date:** June 25, 2020  
**Type of Item:** Informational

In support of recent nationwide interest in public safety reform and accountability, Park City Municipal plans to review some of the policies and procedures of the existing Police Complaint Review Committee (PCRC), concurrently with two committee member appointments during a future City Council meeting this summer.

**Interviews:** The current PCRC consists of three community members and two staff members. The staff members are appointed by the City Manager - Michelle Downard (Resident Advocate) and Amanda Angevine (Ice Arena General Manager). Three community members are appointed by the Mayor and City Council to three year staggered terms. Two of the three community members' terms have ended and new appointments should be made. The terms expire on June 30, but a member continues to serve until a successor is appointed.

Applications are being received through June 30, 2020 at 5:00 p.m. Staff recommends Council interview applicants at a future City Council meeting—date to be determined—and appoint at least two to the PCRC during the following regularly scheduled council meeting. Council may choose to appoint more than two committee members by amending the structure of the PCRC and increasing community representation.

**Policies and Procedures:** The PCRC was established through [Resolution 35-03](#) in 2003 and was last updated on by [Resolution 05-2017](#). The PCRC is an advisory body, which reviews proposed dispositions of complaints filed against police personnel and provides recommendations to the Chief of Police.

At a future City Council meeting, staff will also provide options to update and potentially improve policies and procedures. Staff welcomes Council input as these recommendations are developed, and will request inclusion of a Council Liaison.

## Council Agenda Item Report

Meeting Date: June 25, 2020

Submitted by: Jonathan Weidenhamer

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

---

### **Subject:**

Request to Approve an Extension of the Waste Removal Contract with Republic Services for the Main Street Business Improvement District (BID) through November 30, 2020, in a Form Approved by the City Attorney

### **Suggested Action:**

### **Attachments:**

[Downtown Trash Contract Extension Staff Report](#)

[Exhibit A: Republic Contract - Addendum 4](#)

[Exhibit B: Republic Contract - Addendum 3](#)

[Exhibit C: Downtown Waste Management Background](#)

# City Council Staff Report

**Subject:** Downtown Waste Contract – Five Month Extension Request  
**Author:** Jonathan Weidenhamer  
**Department:** Economic Development  
**Date:** June 18, 2020  
**Type of Item:** Administrative

## Recommendation

Approve a five month extension of the waste removal contract for the Main Street Business Improvement District (BID), in a form approved by the City Attorney (Exhibit A). Due to the impacts of Covid 19, staff recommends extending the City Service contract, held by Republic Services, with current terms through November 30, 2020. This will allow staff time to formulate a request for proposals (RFP) to secure a service provide that would implement their waste diversion goals.

## Background

In 2007, Summit County chose to focus on providing residential and not commercial trash service operations due to rising costs. The resulting formation of the downtown BID, and consolidation of solid waste services with a single trash provider for the downtown, was intended to provide a consistent and predictable level of service. In addition, we limited the impacts of multiple companies (trucks, pick up times, dumpsters, totes, etc.) throughout the downtown from providing the same services.

PCMC entered into the current solid waste removal contract with Republic Services in 2013. That contract was extended in 2016, and again in 2019, and expires on June 30, 2020 (Exhibit B). A detailed overview of the solid waste program is attached as Exhibit C.

## Analysis

The cost is based on incurring five months of the current contract monthly cost, but with no increases for CPI. Due to the reduced level of economic activity, staff believes the funding is adequate.

Prior to the Covid pandemic, Staff was in the process of finalizing an RFP to procure a service provider to implement Council's waste diversion goals. The recommended five month extension will allow City staff to finalize an RFP and allow potential service providers adequate response times for proposals. We anticipate returning to Council to confirm diversion goals, prior to issuing the RFP.

## Exhibits

Attachment A: Republic Services Contract 4<sup>th</sup> Addendum  
Attachment B: Republic Services Contract 3<sup>rd</sup> Addendum  
Attachment C: Overview of Downtown Solid Waste Program

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

This FOURTH 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 ALLIED WASTE SERVICES OF NORTH AMERICA, LLC, a Delaware limited liability company d/b/a ALLIED WASTE SERVICES OF SUMMIT COUNTY//REPUBLIC SERVICES OF SUMMIT COUNTY, (“Service Provider”), to amend the Park City Municipal Corporation Service Provider/Professional Services Agreement signed and executed by the parties on December 1, 2013, as amended by Amendment #1 executed by the parties on December 1, 2013, and the Second Addendum executed the by the parties on December 5, 2016, and Third Addendum executed by the parties on April 13, 2020.

WITNESSETH:

WHEREAS, the parties entered into a Park City Municipal Corporation Service Provider/Professional Services Agreement on December 1, 2013, (hereinafter “Original Agreement”);

WHEREAS, the parties entered into Amendment #1, on December 1, 2013, (hereinafter, “Amendment #1”, addressing insurance requirements, and landfill fees; and

WHEREAS, the parties entered into a Second Addendum on December 5, 2016, (hereinafter, “Second Addendum”), extending the term for an additional three (3) years, terminating on November 30, 2019; and allowing for an annual fee increase for basic service; and

WHEREAS, the term of the Third Addendum is due to end June 30, 2020; and

WHEREAS, due to the unforeseen impacts of Covid 19 the parties desire to extend the Original Agreement for one year under the current terms;

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

**1. AMENDMENTS:**

- a. **EXTENSION OF TERM.** The term of the Original Agreement shall be extended to a termination date of November 30, 2020.

**PRICING INCREASE.** Effective July 1, 2020, and for the duration of the Additional Extended Term, Service Provider can bill the City up to an amount not to

exceed TWELVE THOUSAND EIGHT HUNDRED FOURTY EIGHT DOLLARS (\$12, 848.00) and the Business Improvement District up to an amount not to exceed THIRTY SEVEN THOUSAND SEVEN HUNDRED EIGHTY TWO DOLLARS (\$37,782.00)

**2. OTHER TERMS.**

All other terms and conditions of the Original Agreement shall continue to apply.

**3. ENTIRE AGREEMENT.** This Fourth Addendum is a written instrument pursuant to Section 23 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.

**4. COUNTERPARTS.** This First Addendum may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

**5. ELECTRONIC SIGNATURES.** Each party agrees that the signatures of the parties included in this First Addendum, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic signature through an electronic signature system such as DocuSign, are intended to authenticate this writing and to create a legal and enforceable agreement between the parties hereto.

IN WITNESS WHEREOF the parties hereto have caused this 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:**

ALLIED WASTE SERVICES OF NORTH  
AMERICA, LLC, a Delaware limited liability  
company d/b/a ALLIED WASTE SERVICES OF  
SUMMIT COUNTY//REPUBLIC SERVICES OF  
SUMMIT COUNTY

4144 Atkinson Ave.  
Park City, UT 84098  
Tax ID#: 20-1838910  
PC Business License #:B-005238

---

Printed Name

---

Signature

---

Title

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



STATE OF UTAH                     )  
                                                            ) ss.  
 COUNTY OF SUMMIT             )

On this        day of                     , 20\_\_, \_\_\_\_\_ personally appeared before me, whose identity is personally known to me or/proven to me on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that she is \_\_\_\_\_ (position), of \_\_\_\_\_ (organization), and that said document was signed by her on behalf of said corporation by authority of its Bylaws, or Resolution of its Board of Directors, and he/she acknowledged to me that she executed the First Addendum to the Park City Municipal Corporation Property Lease.

\_\_\_\_\_  
 Notary Public

I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the \_\_\_\_ day of \_\_\_\_\_, 2020, at \_\_\_\_\_ (insert State and County here).

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

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

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

THIS THIRD ADDENDUM is made and entered into in duplicate this 13 day of April, 2020, with a retroactive date of December 1, 2019, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation (“City”), and ALLIED WASTE SERVICES OF NORTH AMERICA, LLC, a Delaware limited liability company d/b/a ALLIED WASTE SERVICES OF SUMMIT COUNTY//REPUBLIC SERVICES OF SUMMIT COUNTY, (“Service Provider”), to amend the Park City Municipal Corporation Service Provider/Professional Services Agreement signed and executed by the parties on December 1, 2013, as amended by Amendment #1 executed by the parties on December 1, 2013, and the Second Addendum executed the by the parties on December 5, 2016.

WITNESSETH:

WHEREAS, the parties entered into a Park City Municipal Corporation Service Provider/Professional Services Agreement on December 1, 2013, (hereinafter “Original Agreement”);

WHEREAS, the parties entered into Amendment #1, on December 1, 2013, (hereinafter, “Amendment #1”, addressing insurance requirements, and landfill fees; and

WHEREAS, the parties entered into a Second Addendum on December 5, 2016, (hereinafter, “Second Addendum”), extending the term for an additional three (3) years, terminating on November 30, 2019; and allowing for an annual fee increase for basic service; and

WHEREAS, part of the scope of services is for Service Provider to provide solid waste removal for certain City facilities, and for the Main Street Business Improvement District; and

WHEREAS, the term of the Original Agreement, Amendment #1, and the Second Addendum ended on November 30, 2019; and

WHEREAS, the parties desire to extend the term and continue removal of solid waste until an updated services provider procurement request for qualifications can be released.

NOW, THEREFORE, in consideration of the mutual promises made herein and other valuable consideration, the parties hereto now amend the Original Agreement, Amendment #1 and the Second Addendum as follows:

**1. AMENDMENTS:**

- a. **EXTENSION OF TERM.** The term of the Original Agreement, Amendment #1 and the Second Addendum shall be extended to a termination date of June 30, 2020 (hereinafter the "Additional Extended Term").
- b. **PRICING INCREASE.** Effective December 1, 2019, and for the duration of the Additional Extended Term, Service Provider can bill the City up to an amount not to exceed **SEVENTEEN THOUSAND NINE HUNDRED EIGHTY SEVEN DOLLARS (\$17, 987.00)** and the Business Improvement District up to an amount not to exceed **FIFTY TWO THOUSAND EIGHT HUNDRED NINETY SIX DOLLARS (\$52,896.00).**

This increase is outside of any price adjustment needed to capture increased costs due to volume or landfill cost increases using the same cost adjustment measures used during initial Service Agreement period.

**2. OTHER TERMS.**

All other terms and conditions of the Original Agreement, Amendment #1, and the Second Addendum shall continue to apply.

3. **ENTIRE AGREEMENT.** This Third Addendum is a written instrument pursuant to Section 23 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 Third 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

DocuSigned by:

*Matt Dias*

Matt Dias, City Manager

Attest:

DocuSigned by:

*Michelle Kellogg*

E5F905BB533F431...

City Recorder's Office

Approved as to form:

DocuSigned by:

*Margaret D. Plave*

11B5B6F1ACF3407...

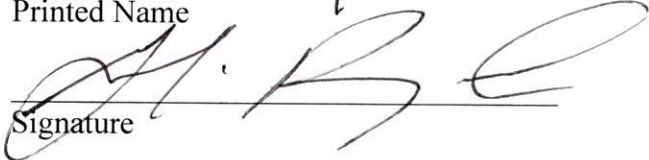
City Attorney's Office

**SERVICE PROVIDER:**

ALLIED WASTE SERVICES OF NORTH  
AMERICA, LLC, a Delaware limited liability  
company d/b/a ALLIED WASTE SERVICES OF  
SUMMIT COUNTY//REPUBLIC SERVICES OF  
SUMMIT COUNTY

4144 Atkinson Ave.  
Park City, UT 84098  
Tax ID#: 20-1838910  
PC Business License #:B-005238

Gordon Raymond  
Printed Name

  
Signature

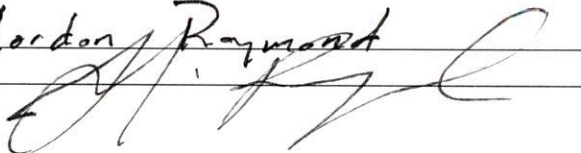
GM  
Title

STATE OF UTAH                    )  
                                          ) ss.  
COUNTY OF SUMMIT            )

On this        day of                    , 20\_\_ , before me, the undersigned notary, personally  
appeared \_\_\_\_\_, personally known to me/proved to me through  
identification documents allowed by law, to be the person whose name is signed on the  
preceding or attached document, and acknowledged that he/she signed it voluntarily for  
its stated purpose as \_\_\_\_\_ (title) for ALLIED WASTE  
SERVICES OF NORTH AMERICA, LLC, a Delaware limited liability company, d/b/a  
ALLIED WASTE SERVICES OF SUMMIT COUNTY//REPUBLIC SERVICES OF  
SUMMIT COUNTY.

\_\_\_\_\_  
Notary Public

I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the 13 day of April, 2020, at 5th County Utah (insert State and County here).

Printed name Gordon Raymond  
Signature: 



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 5

DATE (MM/DD/YYYY)  
04/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br>CANNON COCHRAN MANAGEMENT SERVICES, INC.<br>17015 N. SCOTTSDALE RD<br>SCOTTSDALE, AZ 85255 | <b>CONTACT NAME:</b><br>PHONE (A/C No.Ext): _____ FAX (A/C No.Ext): _____<br>E-MAIL ADDRESS: <a href="mailto:certificateteam@ccmsi.com">certificateteam@ccmsi.com</a>                                                                                                                                                                                                                                                                                                                                                         |  |                               |        |                                       |       |                                              |       |                                  |       |                                             |       |            |  |            |
|---------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------|--------|---------------------------------------|-------|----------------------------------------------|-------|----------------------------------|-------|---------------------------------------------|-------|------------|--|------------|
|                                                                                                               | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: ACE American Insurance Co.</td> <td>22667</td> </tr> <tr> <td>INSURER B: Indemnity Insurance Company of NA</td> <td>43575</td> </tr> <tr> <td>INSURER C: ACE Fire Underwriters</td> <td>20702</td> </tr> <tr> <td>INSURER D: Illinois Union Insurance Company</td> <td>27960</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table> |  | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: ACE American Insurance Co. | 22667 | INSURER B: Indemnity Insurance Company of NA | 43575 | INSURER C: ACE Fire Underwriters | 20702 | INSURER D: Illinois Union Insurance Company | 27960 | INSURER E: |  | INSURER F: |
| INSURER(S) AFFORDING COVERAGE                                                                                 | NAIC #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                               |        |                                       |       |                                              |       |                                  |       |                                             |       |            |  |            |
| INSURER A: ACE American Insurance Co.                                                                         | 22667                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                               |        |                                       |       |                                              |       |                                  |       |                                             |       |            |  |            |
| INSURER B: Indemnity Insurance Company of NA                                                                  | 43575                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                               |        |                                       |       |                                              |       |                                  |       |                                             |       |            |  |            |
| INSURER C: ACE Fire Underwriters                                                                              | 20702                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                               |        |                                       |       |                                              |       |                                  |       |                                             |       |            |  |            |
| INSURER D: Illinois Union Insurance Company                                                                   | 27960                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                               |        |                                       |       |                                              |       |                                  |       |                                             |       |            |  |            |
| INSURER E:                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                               |        |                                       |       |                                              |       |                                  |       |                                             |       |            |  |            |
| INSURER F:                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                               |        |                                       |       |                                              |       |                                  |       |                                             |       |            |  |            |
| <b>INSURED</b><br>REPUBLIC SERVICES, INC.<br>18500 N. ALLIED WAY<br>PHOENIX, AZ 85054                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                               |        |                                       |       |                                              |       |                                  |       |                                             |       |            |  |            |

## COVERAGES

CERTIFICATE NUMBER: 1600533

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | ADDL INSD | SUBR WVD | POLICY NUMBER                                                                                                      | POLICY EFF (MM/DD/YYYY)                              | POLICY EXP (MM/DD/YYYY)                              | LIMITS                                                                                                                                                                                                                           |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|--------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: _____                                                                                                                                                                                       |           |          | HDO G71570848                                                                                                      | 06/30/2019                                           | 06/30/2020                                           | EACH OCCURRENCE \$ 5,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY \$ 5,000,000<br>GENERAL AGGREGATE \$ 5,000,000<br>PRODUCTS -COMP/OP AGG \$ 5,000,000 |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY<br><input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ |           |          | ISA H25297635                                                                                                      | 06/30/2019                                           | 06/30/2020                                           | COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)                                                                                 |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                                                                                                                                                                   | Y/N       | N/A      | WLR C66040380-AOS<br>WLR C66040343-CA/MA/OR<br>SCF C66040422 -WI<br>WCU C6604046A - OH XS<br>TNS C65221159 TX NSXS | 06/30/2019<br>06/30/2019<br>06/30/2019<br>06/30/2019 | 06/30/2020<br>06/30/2020<br>06/30/2020<br>06/30/2020 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 3,000,000<br>E.L. DISEASE -EA EMPLOYEE \$ 3,000,000<br>E.L. DISEASE -POLICY LIMIT \$ 3,000,000                           |

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Division Number: 4494 - Named Insured Includes: Allied Waste Services of North America, LLC - Db: Allied Waste Services of Summit County

## CERTIFICATE HOLDER

Park City Municipal Corporation  
 PO Box 1480  
 Park City, UT 84060  
 United States

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# ADDITIONAL REMARKS SCHEDULE

Page 2 of 5

|                                        |                  |                                                                     |  |
|----------------------------------------|------------------|---------------------------------------------------------------------|--|
| <b>AGENCY</b>                          |                  | <b>NAMED INSURED</b>                                                |  |
| <b>POLICY NUMBER</b><br>See First Page |                  | REPUBLIC SERVICES, INC.<br>18500 N. ALLIED WAY<br>PHOENIX, AZ 85054 |  |
| <b>CARRIER</b><br>See First Page       | <b>NAIC CODE</b> | <b>EFFECTIVE DATE:</b>                                              |  |

**ADDITIONAL REMARKS****CERTIFICATE NUMBER: 1600533**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

**GENERAL LIABILITY:**

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

**AUTO LIABILITY:**

Certificate holder is Additional Insured when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY:**

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C66040380 and stop gap coverage for OH is covered under policy no. WCU C6604046A, as noted on page 1 of this certificate.

**TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:**

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C65221159) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.



**NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.**

POLICY NUMBER: HDO G71570848

Endorsement Number: 43  
**COMMERCIAL GENERAL LIABILITY**  
 CG 20 10 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

| Name Of Additional Insured Person(s)<br>Or Organization(s):                                                                                                                       | Location(s) Of Covered Operations                                                                               |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|
| Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss. | All locations where you are performing operations for such additional insured pursuant to any written contract. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations.                                                                            |                                                                                                                 |

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.**

POLICY NUMBER: HDO G71570848

Endorsement Number: 64  
**COMMERCIAL GENERAL LIABILITY**  
CG 20 37 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

| <b>Name Of Additional Insured Person(s)<br/>Or Organization(s):</b>                                                                                                              | <b>Location And Description Of Completed Operations</b>                                                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss | All locations where you perform work for such additional insured pursuant to any such written contract. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations.                                                                           |                                                                                                         |

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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

THIS SECOND ADDENDUM is made and entered into in duplicate this 5 day of December, 2016, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation and political subdivision of the State of Utah ("City"), and ALLIED WASTE SERVICES of NORTH AMERICA, LLC, d/b/a ALLIED WASTE SERVICES of SUMMIT COUNTY//REPUBLIC SERVICES of SUMMIT COUNTY, a Utah limited liability company, ("Service Provider"), to amend the PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT and Amendment #1 signed and executed by the Parties on December 1, 2013, (the "Original Agreement").

WHEREAS, the parties entered into a PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT and Amendment #1 on December 1, 2013, (hereinafter "Original Agreement");

WHEREAS, the City desires to have Service Provider continue to perform municipal solid waste collection services for the commercial and business sector within the Main Street area within the terms of the Agreement per the Agreement's extension provision and to add the definition and terms of the Annual Increase as stated below.

WHEREAS, This Second Addendum is to exercise the option to renew for an additional three (3) years of service beginning December 1, 2016, terminating on November 30, 2019.

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 parties agree that the Original Agreement shall be extended for an additional three (3) years beginning December 1, 2016 and expiring on November 30, 2019, (the "Extended Term").
- b. **ANNUAL FEE INCREASE.** Effective as of December 1, 2016, and each December 1<sup>st</sup> thereafter during the Extended Term, Service Provider shall increase the rates for basic service in an amount equal to the percentage increases in the Garbage & Trash line in the CPI for Urban Consumers (CPI-U) U.S. City Average (Table 3), Unadjusted percent change, as published by United States Bureau of Labor Statistics ([www.bls.gov](http://www.bls.gov)). Rates will be adjusted using June of prior year to June of current percent change, Garbage & Trash index with a 1%

Revised 9.14.16

minimum and a 3% maximum. This increase is outside of any price adjustment needed to capture increased costs due to volume or landfill cost increases using the same cost adjustment measures used during initial Agreement period. The total fee for the Project shall not exceed per annum Seventeen Thousand Dollars (\$17,000) for City Facilities and Sixty Eight Thousand Dollars (\$68,000) for HPCA Main Street Area.

**2. OTHER TERMS.**

All other terms and conditions of the Original Agreement shall continue to apply.

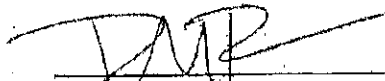
- 3. ENTIRE AGREEMENT.** This First Addendum is a written instrument pursuant to Section 21 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.

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

**PARK CITY MUNICIPAL CORPORATION**

445 Marsac Avenue  
P.O. Box 1480  
Park City UT 84060-1480

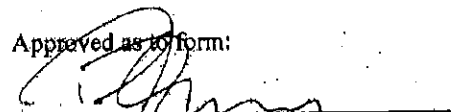


  
\_\_\_\_\_  
Diane Foster, City Manager

Attest:

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

Approved as to form:

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

Revised 9-14-16

## SERVICE PROVIDER:

ALLIED WASTE SERVICES of NORTH  
AMERICA, LLC, d/b/a ALLIED WASTE  
SERVICES of SUMMIT COUNTY/REPUBLIC  
SERVICES of SUMMIT COUNTY,  
a Utah limited liability company

4144 Atkinson Ave.  
Park City, UT 84098

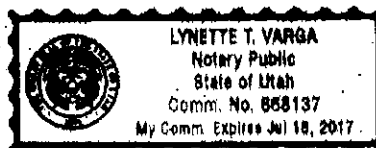
Tax ID#: 20-1838910  
PC Business License#: B-005238

OLIVER DIBBEE  
Printed Name

[Signature]  
Signature

General Manager  
Title

STATE OF UTAH )  
 ) ss.  
COUNTY OF SUMMIT )



On this 2<sup>nd</sup> day of December, 2016, before me, the undersigned notary,  
personally appeared Oliver Dibbee, personally known to  
me/proved to me through identification documents allowed by law, to be the person  
whose name is signed on the preceding or attached document, and acknowledged that  
he/she signed it voluntarily for its stated purpose as General Manager (title)  
for ALLIED WASTE SERVICES OF NORTH AMERICA, LLC, d/b/a ALLIED  
WASTE SERVICES OF SUMMIT COUNTY/REPUBLIC SERVICES OF SUMMIT  
COUNTY, a Utah limited liability company..

[Signature]  
Notary Public



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 3

DATE (MM/DD/YYYY)  
05/17/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                         |                                                                                                                        |        |
|---------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|--------|
| PRODUCER<br>CANNON COCHRAN MANAGEMENT SERVICES, INC.<br>17016 N. SCOTTSDALE RD.<br>SCOTTSDALE, AZ 85255 | CONTACT NAME:                                                                                                          |        |
|                                                                                                         | PHONE (AG No. Ext):<br>FAX (AG No. Ext):<br>E-MAIL ADDRESS: <a href="mailto:certinfo@ccmsm.com">certinfo@ccmsm.com</a> |        |
| INSURED<br>REPUBLIC SERVICES, INC.<br>18500 N. ALLIED WAY<br>PHOENIX, AZ 85054                          | INSURER(S) AFFORDING COVERAGE                                                                                          | NAIC # |
|                                                                                                         | INSURER A: ACE American Insurance Company                                                                              | 22567  |
|                                                                                                         | INSURER B: Indemnity Insurance Company of NA                                                                           | 43575  |
|                                                                                                         | INSURER C: ACE Fire Underwriters                                                                                       | 20702  |
|                                                                                                         | INSURER D: United Union Insurance Company                                                                              | 27953  |
|                                                                                                         | INSURER E:                                                                                                             |        |
| INSURER F:                                                                                              |                                                                                                                        |        |

## COVERAGES

CERTIFICATE NUMBER: 1840028

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR<br>LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                                                             | ADDL<br>INSR | SUBR<br>WVO | POLICY NUMBER                                                                                                       | POLICY EFF<br>(MM/DD/YYYY)                                         | POLICY EXP<br>(MM/DD/YYYY)                                         | LIMITS                                                                                                                                                                                                                           |
|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|---------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|--------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A           | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC                                                                                                                                                         |              |             | HDO 027863420                                                                                                       | 06/30/2016                                                         | 06/30/2017                                                         | EACH OCCURRENCE \$ 5,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY \$ 5,000,000<br>GENERAL AGGREGATE \$ 5,000,000<br>PRODUCTS -COMPPOP AGG \$ 5,000,000 |
| A           | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> Hired AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS<br>UMBRELLA LIAB <input type="checkbox"/> OCCUR<br>EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$ |              |             | SEA H06043555                                                                                                       | 06/30/2016                                                         | 06/30/2017                                                         | COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)                                                                                 |
| B           | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (See entry in 101)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                                                                                        | Y/N          | N/A         | WLR 04800118 - ACB<br>WLR 04800127 - CAAIA/OH<br>SCF 04800130 - W<br>WOU 04800140 - OH/XS<br>TNS 048012763 TX NS XS | 06/30/2016<br>06/30/2016<br>06/30/2016<br>06/30/2016<br>06/30/2016 | 06/30/2017<br>06/30/2017<br>06/30/2017<br>06/30/2017<br>06/30/2017 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS<br>OTHER<br>E.L. EACH ACCIDENT \$ 5,000,000<br>E.L. DISEASE -EA EMPLOYEE \$ 3,000,000<br>E.L. DISEASE -POLICY LIMIT \$ 3,000,000                                         |

DESCRIPTION OF OPERATIONS / LOCATION(S) / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Division Number: 4494 - Named Insured Includes: Allied Waste Services of North America, LLO - Obs: Allied Waste Services of Summit County

## CERTIFICATE HOLDER

|                                                                                                   |                                                                                                                                                                                                                 |
|---------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Park City Municipal Corporation<br>446 Marasc Avenue<br>Park City, UT 84060-5122<br>United States | CANCELLATION<br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br> |
|---------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**AMENDMENT #1 TO  
PARK CITY MUNICIPAL CORPORATION  
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT (this "Amendment") is made and entered into in duplicate this 1<sup>st</sup> day of DECEMBER, 2013, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and ALLIED WASTE SERVICES of NORTH AMERICA, LLC, d/b/a ALLIED WASTE SERVICES of SUMMIT COUNTY // REPUBLIC SERVICES of SUMMIT COUNTY, a Utah limited liability company ("Service Provider"). City and Service Provider are referred to collectively herein as the "Parties."

WITNESSETH:

WHEREAS, the Parties wish to clarify their understanding with respect to the Park City Municipal Corporation Service Provider/Professional Services Agreement entered into as of DECEMBER 1<sup>st</sup>, 2013 (the "Agreement").

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

**1. ENFORCEMENT OF INSURANCE PROVISIONS**

City agrees and acknowledges that Service Provider's failure to procure and maintain for the duration of the Agreement "Professional Liability (Errors and Omissions) Insurance written on claims made basis with limits no less than one million dollars (\$1,000,000) combined single limit per occurrence" (as set forth in Section 8(C) of the Agreement) shall not constitute a default under the Agreement, and City shall not terminate the Agreement or seek any remedy for nonperformance (including, but not limited to, specific performance) as a result of Service Provider's failure to maintain such coverage.

City further agrees and acknowledges that, consistent with Service Provider's internal policies, Service Provider shall not be required to provide City with certified copies of insurance policies pursuant to Section 8(E) of the Agreement; provided, however, that Service Provider shall provide certificates of insurance evidencing such coverage to City.

**2. INCREASED LANDFILL FEES**

The Parties agree that, in the event of increased fees relating to the disposal of waste materials by Service Provider at the landfill operated by Summit County, Utah, such increased fees shall be paid by the City; however, such increased fees shall in no event increase the not-to-exceed prices set forth in Section 1 of the Agreement.



3. **INCORPORATION OF AGREEMENT; INTERPRETATION.**

Except as specifically amended, modified, or supplemented in this Amendment, all other terms and conditions set forth in the Agreement shall continue in full force and effect. In the event of a conflict between any of the terms and conditions of this Amendment and the Agreement, the terms and conditions of this Amendment shall prevail.

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

CITY:

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

  
\_\_\_\_\_  
Diane Foster, City Manager

Attest:

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

Approved as to form:

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



**[ADDITIONAL SIGNATURE APPEARS ON THE FOLLOWING PAGE]**

SERVICE PROVIDER:

**ALLIED WASTE SERVICES of NORTH AMERICA, LLC**, a Utah limited liability company  
4144 Atkinson Ave.  
Park City, UT 84098

Tax ID#: 20-1838910  
PC Business License# BL B-005238

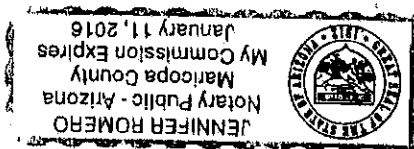
X *Jeff D. Andrews*  
Signature

Jeff D. Andrews  
Printed name

Vice President  
Title

STATE OF <sup>Arizona</sup> ~~UTAH~~ )  
 ) ss.  
COUNTY OF Maricopa )

On this 31<sup>st</sup> day of January, 2014 personally appeared before me Jeff D. Andrews, 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 Vice President (title or office) of Allied Waste Services of North America, LLC, a Utah limited liability company.



*Jennifer Romero*  
Notary Public

# **PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into in duplicate this 1<sup>st</sup> day of December, 2013, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and ALLIED WASTE SERVICES of NORTH AMERICA, LLC, d/b/a ALLIED WASTE SERVICES of SUMMIT COUNTY//REPUBLIC SERVICES of SUMMIT COUNTY, a Utah limited liability company ("Service Provider").

WITNESSETH:

WHEREAS, the City desires to have certain services and tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

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 "Addendum A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed per annum \$17,500 for City Facilities and \$55,000 for HPCA Main Street Area.

The materials to be collected by the Service Provider shall not contain any hazardous materials, waste or substance; toxic substances, waste or pollutants; contaminants; infectious waste; medical waste or radioactive waste (collectively "Excluded Waste") each as defined by applicable federal, state, or local laws or regulations (collectively "Applicable Laws"). If excluded wastes are deposited in any landfill and such Excluded Waste is conclusively determined to have been generated by the City, Service Provider shall have the right, at City's expense to take all reasonable and prudent measures to remove and properly dispose of the Excluded Waste in a manner which meets all applicable laws. Service Provider shall acquire all title to waste materials when they are loaded into Service Provider's

truck. Title to and liability for any Excluded Waste shall remain within the City and at no time pass to Service Provider.

2. **TERM.**

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on November 30, 2016 or earlier, with an option to renew for three (3) additional years. Unless extended by mutual written agreement of the Parties.

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

- A. Payments for services provided hereunder shall be made monthly following the performance of such services.
- B. No payment shall be made for any service rendered by the 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 "Addendum B," 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 his 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.

4. **REPORTS AND INSPECTIONS.**

- A. The Service Provider, at such times and in such forms as the City may require, shall furnish the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement.
- B. The Service Provider shall at any time during normal business hours and as often as the City may deem necessary, make available for examination of all its records and data with respect to all matters covered, directly or indirectly, by this Agreement and 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.

**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 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 defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of 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. 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. The Service Provider shall provide a Certificate of Insurance evidencing:

- A. General Liability insurance written on an occurrence basis with limits no less than two million dollars (\$2,000,000) combined single limit per occurrence and four million dollars (\$4,000,000) aggregate for personal injury, bodily injury and property damage.

The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

- B. Automobile Liability insurance with limits no less than two million dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) insurance written on claims made basis with limits no less than one million dollars (\$1,000,000) combined single limit per occurrence.
- D. Workers Compensation insurance limits written as follows:  
Bodily Injury by Accident \$500,000 each accident;  
Bodily Injury by Disease \$500,000 each employee, \$500,000 policy limit
- E. The City shall be named as an additional Insured on the insurance policies, as respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall

warrant that, should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. The City reserves the right to request certified copies of any required policies.

- F. 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.

**9. TREATMENT OF ASSETS.**

- A. Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any, prepared by the Service Provider pursuant to this Agreement (contingent on City's performance hereunder).
- B. Any equipment service Provider furnishes shall remain Service Provider's property. Service Provider shall have safe, unobstructed access to the City's streets and to the equipment on collection day. If for any reason, including severe weather, such access is not provided, Service Provider may refuse to make the scheduled pick-up; provided, however, that the City and Service Provider will cooperate and take reasonable steps to reschedule the missed pick-up.

**10. COMPLIANCE WITH LAWS.**

- 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. Unless otherwise exempt, the Service Provider is required to have a valid Park City Business License.
- 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 equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-11-103.

**11. NONDISCRIMINATION.**

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, the Service Provider will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Service Provider shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The 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. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
- 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.

**12. 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, 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.

- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property 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 used E-Verify, or equivalent system, to verify the employment status of each new employee, unless exempted by Utah Code Ann. 63G-11-103

**13. CHANGES.**

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

**14. MAINTENANCE AND INSPECTION OF RECORDS.**

- A. The Service Provider shall maintain books, records and documents, which 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. These records shall be subject at all reasonable times to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.
- B. The Service Provider shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. The Service Provider agrees that the City or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

**15. POLITICAL ACTIVITY PROHIBITED.**

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

**16. PROHIBITED INTEREST.**

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

**17. 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.

**18. TERMINATION.**

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, 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 three (3) days written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the 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.

**19. NOTICE.**

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

**20. ATTORNEYS FEES AND COSTS.**

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

**21. JURISDICTION AND VENUE.**

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

**22. SEVERABILITY.**

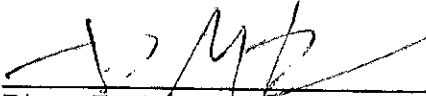
- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the state of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

23. **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. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

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

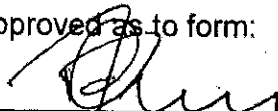
**PARK CITY MUNICIPAL CORPORATION**  
445 Marsac Avenue  
Post Office Box 1480  
Park City, UT 84060-1480

  
\_\_\_\_\_  
Diane Foster, City Manager

Attest:

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

Approved as to form:

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



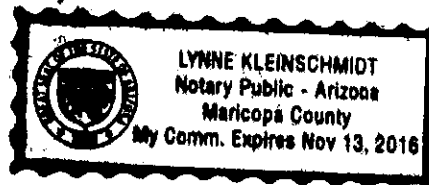
STATE OF UTAH

COUNTY OF SUMMIT

) ss.  
)

On this 17 day of February, 2014, personally appeared before me  
Jeffrey Andrews, 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 Vice President (title or office) of  
Allied Waste Corporation by Authority of its Bylaws/Resolution of the Board of  
Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as  
\_\_\_\_ (title) for \_\_\_\_\_, a \_\_\_\_\_  
corporation.

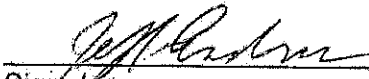
Lynne Kleinschmidt  
Notary Public

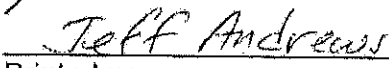


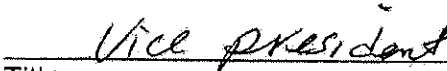
ALLIED WASTE SERVICES of NORTH  
AMERICA, LLC, d/b/a ALLIED WASTE  
SERVICES of SUMMIT COUNTY//REPUBLIC  
SERVICES of SUMMIT COUNTY, a Utah  
limited liability company  
4144 Atkinson Ave.  
Park City, UT 84098

Tax ID#: 20-1838910

PC Business License#: B-005238

  
\_\_\_\_\_  
Signature

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

  
\_\_\_\_\_  
Title

**ADDENDUM "A"**

**SCOPE OF SERVICES**



October 16, 2013

Blake Fannesbeck, P.W. Ops. Mgr.  
c/o Park City Municipal Corporation  
1053 Iron Horse Dr.  
Park City, UT 84060

Dear Mr. Fannesbeck,

Please accept (6) copies of the proposal (subject: MAIN STREET AREA SOLID WASTE COLLECTION PROPOSAL, due October 22, 2013) from Republic Services. Republic has been a strong and stable waste and recycling company in the State of Utah for more than 30 years and in the Summit County market since 2000. We would consider it an honor to continue providing services to the Park City Main Street area for many years to come.

Our association with Park City and Summit County has been a positive experience, even with the demands of such a diverse service area, and of this, we are very proud. Our long-term Park City service experience and full-service division in Park City allows us to provide immediate response to service demands, unforeseen emergencies, and special circumstances that may arise in the city.

Thank you for your consideration of our proposal. Please call us if we can better explain or provide more information.

I am authorized to sign and bind Republic to the commitments made in our proposal.

Sincerely,

David Price  
General Manager  
Republic Services, Northern Utah  
(801)924-8520

## Overview

Republic's corporate headquarters are located at:  
18500 North Allied Way,  
Phoenix, AZ 85054.

The operations base for deployment of collection, customer service personnel and equipment for this service is located at:

4144 Atkinson Ave.  
Park City, Utah 84098  
435-615-8311

### **We have operated in the State of Utah for over 30 years and have served the residents and businesses of Park City/Summit County for over 13 years.**

Republic relies on a decentralized management structure to handle its day-to-day operations with optimum efficiency. The division the trucks will be dispatched from to provide service to Main Street is in Park City, less than 5 miles away. Our Park City division is full-service with full-time staff working all day, focusing all of their efforts on Park City and its surrounding areas.

In addition to our drivers, the following work full-time in our Park City office:

Operations Manager  
Route Supervisor  
(2) Full-time mechanics  
Container delivery driver  
Sales representative  
Customer Service/Dispatch representative

Our extreme focus in this geographic area demonstrates our commitment to what we do in Park City. We have proven that we have the know-how and equipment to handle the various terrain and street lay-outs that are present in Park City. We have purchased specialized smaller collection vehicles which allow us to maneuver up/down steep streets, narrow streets, and streets packed with vehicles at special events, like the Sundance Film Festival. We also have a very good customer service relationship with the Historic Park City Alliance (HPCA). Our continued efforts in ensuring the needs of the HPCA are met, is an area of focus that we do not take lightly. Our office proximity and the fact that we have staff in the Park City area all day long ensures that any service need, regardless of time of day, can be handled quickly and efficiently.

Our knowledge of the area and special events separates us from any other competitor. Park



City is not a normal collection city. There are many varied service needs, multiple changes in collection requirements during special events, and the need for personnel and equipment in the area at all times. We have long since committed to this need with all of our resources housed in our Park City office.

Understanding the billing associated with this contract is another area of which we have expertise. We have quality relationships with the Main Street businesses and feel that this is a valuable place to providing the type of customer service that is expected within the contract. Our years of experience in handling the shared accounts, a major piece of the contract, allows for a smooth monthly billing and collection practice.

#### We will provide more than just recycling and garbage pick-up

We consider our relationship with Park City to be more than just that of collecting recyclables and trash. As a partner, we provide more. We have a contract with KPCW where we sponsor the *This Green Earth* show. As part of that contract, we will ensure to promote the recycling efforts of Park City, specifically HPCA, so that the residents in Park City, and throughout the county, understand the city's commitment to recycling. We will have over 1000 radio spots over the next 12-months where we can promote the Park City Main Street area as an environmentally friendly place to do business.

As part of this partnership, we will provide a **Free Shred Day** in the Main Street area for residents and businesses to properly dispose of confidential documents. We will assist with the education and promotion of this event.

We will assist in the purchase of HPCA light pole flags that can be hung to advertise recycling awareness and the downtown's commitment to the environment.

**We run CNG in Park City!!!** The majority of our fleet in Park City runs on CNG fuel. We consider it our responsibility to partner with Park City in an effort to promote reduction in air pollution and have put assets in place to satisfy this goal.

#### Diversions

We will continue to look for ways to divert recycling from the MSW volume by working with the city to install a verti-pak on Swede Alley. We will work with Curb-It to ensure recycling opportunities are in place with the individual businesses.

We are also working with the county on determining the feasibility of developing a recycling transfer pad on our property in Park City so that recycling can be hauled much more efficiently to the Materials Recovery Facility in Salt Lake City. Our plan is to share the operational savings of this benefit with the city/county. \*

#### Republic Services Cost Schedule

| Pick-up Frequency Per Week |    |    |     |     |     |     |     |
|----------------------------|----|----|-----|-----|-----|-----|-----|
|                            | 1  | 2  | 3   | 4   | 5   | 6   | 7   |
| 90 gal                     | 13 | 26 | 39  | 52  | 65  | 78  | 91  |
| 2 yd                       | 45 | 83 | 120 | 157 | 194 | 238 | 282 |

|                     |     |     |     |     |     |     |     |
|---------------------|-----|-----|-----|-----|-----|-----|-----|
| 3 yd                | 52  | 94  | 137 | 179 | 221 | 270 | 319 |
| 4 yd                | 58  | 106 | 153 | 200 | 247 | 301 | 355 |
| 6 yd                | 72  | 129 | 186 | 243 | 301 | 365 | 428 |
| 8 yd                | 85  | 159 | 239 | 318 | 398 | 478 | 558 |
| Trash Compactor     | 195 | 195 | 195 | 195 | 195 | 195 | 195 |
| Cardboard Compactor | 240 | 240 | 240 | 240 | 240 | 240 | 240 |

Special Services: Pull-out & push-in containers per stop: \$0 - No cost change

Alternate Recycling Program & Percentage: If awarded the contract, and we are able to dump recycling at our Park City office, we will share a percentage of the operational savings with the city as negotiated at that time. \*

Cost Schedule Length of Term: This cost schedule is pricing for the first 12 months of the contract. See below for the CPI on this cost schedule after the first 12 months.

Price Increase/ year after initial Length of Term: CPI each Dec. 1<sup>st</sup> - the same as the county contract.

**Main Street Area  
Solid Waste Collection  
RFP  
October 2013**

**I. Introduction and Scope**

The Public Works Department of Park City Municipal is issuing this Request for Proposals ("RFP") for Municipal Solid Waste ("MSW") Collection Services for the Commercial and Business sector within the Main Street area. The Main Street area is defined as the commercial businesses located within the area described as follows: beginning at the intersection of Main Street and Deer Valley Drive, then proceeding westerly on Main Street to the intersection of Main Street and 9<sup>th</sup> Street, then west on 9<sup>th</sup> Street to the intersection of 9<sup>th</sup> Street and Park Avenue, then proceeding southerly on Park Avenue to the intersection of Woodside, then proceeding southerly on Woodside to the intersection of King Road, then easterly on King Road to Main Street, then southerly on Main Street to Hillside Avenue, then proceeding easterly along Hillside to Marsac Avenue, then proceeding northward on Marsac Avenue to the intersection of Deer Valley Drive and the point of beginning. These services will include:

- i. MSW Collection and recyclable materials collection from commercial facilities, Billing of Main Street recycling and waste collection fees with reimbursement of fees the HPCA net of \$100/month collection cost.
- ii. Associated transportation and disposal to an approved disposal and/or recycling site.

- iii. Additional collection of trash containers for Park City Municipal buildings which would include but not be limited to Miner's Hospital; Education Center; Parks & Golf; PC MARC; Public Works; Police; and Ice Arena. Cost for collection & landfill fees. Frequency of collection will be determined later.
- iv. Work with the HPCA through the Trash and Recycling Committee in administration of the contract. Provide a quarterly report with YTD revenues and expenses. Where revenues exceed expenses future price increases to merchants will be adjusted accordingly.

General Information about the Main Street area includes, among others, the following:

- Approximately 300 commercial business license holders generating approximately 1650 tons per year.
- Average weight for loose trash 75 lbs/loose yard
- Average weight per roll off 5¼ tons
- Summit County Landfill tipping fee \$25/ton
- General Use types are Restaurants & Cafes, Bars, Retail, Hotels & Professional
- Main Street area sustainability goals of 25, 50, or 75 percent diversion/recycled
- Promote reduction in air pollution and emission of greenhouse gases
- Reduce the number of individual collection vehicles providing MSW Commercial Collection service in the Main Street area and thereby reduce traffic congestion

The successful Service Provider will be required to sign a "PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT" (attached). The project manager is Public Works Operations Manager Blake Fannesbeck. All questions must be in writing to either the project manager at Park City Municipal Corporation, PO Box 1480, Park City, UT 84060 or e-mail at [blake.fannesbeck@parkcity.org](mailto:blake.fannesbeck@parkcity.org). **The deadline for questions is 5:00 P.M. Thursday, October 17, 2013.** Park City Municipal Corporation reserves the right to accept or reject any or all bids and waive any irregularities. Price may not be the sole deciding factor.

## II. Content of Proposal

Proposals will be evaluated on the criteria listed below. Proposals shall be limited to 5 (five) pages in length.

### **Minimum Criteria Park City Will Use to evaluate each Proposal Submittal:**

- City will use the following minimum criteria to evaluate the proposals submitted and determine the responsibility of each Proposer.
- Has the Proposer provided the information (including pertinent Subservice Provider information) requested in the RFP?
- Does the Proposer possess the ability, experience, capacity, skill, and financial resources and assurance to provide the service?
- Can the Proposer take upon itself the responsibilities set forth in the RFP (and resultant contract) and produce the required outcomes timely?
- Does the Proposer have the character, integrity, reputation, judgment, experience and efficiency required by the contract?
- Has the Proposer performed satisfactorily in previous contracts of similar size and scope; or if the prime Service Provider has not performed a contract of similar size and scope, has it (and/or its team members) otherwise demonstrated its capability to perform the contract, City seeks to establish through this RFP?
- For Proposals to be reviewed, the submitting company must be in good financial standing and be current on all licenses.

### III. Evaluation Factors

The factors to be considered in the evaluation of Proposals are listed below. These items are ranked in descending order of importance, in evaluating the Proposals.

1. Cost of Service, lowest cost to City for Collection and/or Diversion-Recycling of MSW. (40%)
2. Qualifications, references, and experience in providing services of similar size and scope. (20%)
3. Proposed Services and Diversion Potential. Evaluation of the proposer's plan and ability to recycle and/or divert MSW. (20%)
4. Ability to bill approximately 300 commercial businesses. (10%)
5. Capacity, financial strength and ability to obtain bonding and insurance. (10%)

Park City Municipal Corporation reserves the right to reject any and all proposals for any reason. Proposals lacking required information will not be considered. All submittals shall be public records in accordance with government records regulations ("GRAMA") unless otherwise designated by the applicant pursuant to UCA §63G-2-309, as amended. The award of contract is subject to approval by City Council.

#### Service Provider Cost Schedule

| Container<br>Size      | Frequency per Week |   |   |   |   |   |   |
|------------------------|--------------------|---|---|---|---|---|---|
|                        | 1                  | 2 | 3 | 4 | 5 | 6 | 7 |
| Toters                 |                    |   |   |   |   |   |   |
| 90 gal                 |                    |   |   |   |   |   |   |
| 2 Yds                  |                    |   |   |   |   |   |   |
| 3 Yds                  |                    |   |   |   |   |   |   |
| 4 Yds                  |                    |   |   |   |   |   |   |
| 6 Yds                  |                    |   |   |   |   |   |   |
| 8 Yds                  |                    |   |   |   |   |   |   |
| Roll offs              |                    |   |   |   |   |   |   |
| Cardboard<br>Compactor |                    |   |   |   |   |   |   |

Special Services- Pull out & push in containers per stop  
Alternate Recycling Program & percentage

\$ \_\_\_\_\_

Cost Schedule Length of Term \_\_\_\_\_ Years.

Price Increase/year after initial Length of Term \_\_\_\_\_%

**COMMENTS (Include Recycling/Diversion Plan in Proposal):**

### IV. Selection Process

Proposals will be evaluated on the factors listed in Section II, Content of Proposal, above.

The selection process will proceed on the following schedule:

- A. **A Mandatory pre-submission meeting** will be held at **1:30 pm on Tuesday, October 15, 2013**, at Park City Public Works, 1053 Iron Horse Dr., Park City, UT
- B. Proposals with the title **"Main Street Area Solid Waste Collection Proposal"** clearly written on the front of the sealed envelope will be received by Park City prior to **11:00 am on Tuesday, October 22, 2013** at the Public Works Office located at 1053 Iron Horse Dr., Park City, UT

- C. Proposals will be opened at **11:00 am on Tuesday, October 22, 2013** at the Public Works Office located at 1053 Iron Horse Dr., Park City, UT.
- D. Proposals will be reviewed by the Trash and Recycling Committee prior to Thursday, November 7, 2013.
- E. Offerers may be interviewed if necessary prior to Friday, November 8, 2013.
- F. It is anticipated that City Council will vote on the contract award on or before November 21, 2013.
- G. Contract shall begin December 1, 2013
- H. All Offerers shall guarantee proposals will be good for 90 days from bid opening.

**V. Term**

The Term of the contract is three (3) years with an option to renew by the City for three (3) additional years. Unless extended by mutual agreement by both parties.

**VI. Park City Provided Equipment and Services**

City owns the compactors and associated roll-offs. City will provide containers and services to pick up trash in pedestrian containers located in Swede Alley and on Main Street.

**VII. Service Provider Responsibilities**

General Requirements

- A. Service Provider shall at its expense obtain and comply with all Necessary permits, ordinances and laws. The contract shall also include provisions concerning Independent Service Provider Status, equal employment opportunity, no assignment, disclosure of information and records, applicable law, and such other terms and conditions as the City may Require.
- B. Service Provider shall be responsible for providing all onsite and offsite equipment, labor and necessary supplies to perform all services under this Contract.
- C. Service Provider shall have all necessary licenses and permits prior to the start of this Contract. Any such fees are the responsibility of the Service Provider.
- D. Hours of operation – No start before 7 A.M. and complete by 7 P.M., Sunday through Saturday.
- E. An earlier start time may be required by the City for special events (i.e. Sundance, Arts Festival).

- F. The Service Provider is responsible for providing all customer service functions including informing customers of current services, handling customer requests and resolving customer complaints.
- G. The Service Provider shall also include, with the proposal a copy of their customer service standards.

### **VIII. Successful Service Provider Performance Requirements**

#### **Monthly Reports**

- A. The actual services provided by service location.
- B. A list of scheduled services not completed and the reason for each occurrence.
- C. Any changes that were made in services from the prior reporting period.
- D. Total Volume and weight by user group.
- E. Total volume and weight of all garbage and recyclable materials collected and where those items were transported.
- F. All complaints and resolution.
- G. A description of any vehicle accidents or infractions.

### **IX. Complaints**

Acceptance of Service Provider's work will be determined by the Public Works Operations Manager or his/her designee. Work shall be completed in a responsible manner in accordance with the Contract terms. All complaints must be reported to the Public Works Operations Manager on the date of occurrence. A written or electronic report shall be filed with the Manager. The report shall contain:

- Service Provider's Identification Number
- Date and time of call
- Customer name, address, and phone number
- Type of complaint of service needed
- Service Provider's determination as to legitimacy
- Details of all complaints deemed legitimate
- Date, Time and action taken to resolve complaint
- Name of responsible contact at Service Provider's location regarding the complaint
- Failure to remedy the cause of any legitimate complaint within 24 hours of the customers call shall be considered breach of the Contract with the City.

### **X. Non-Performance**

Non-Performance by the Service Provider will cause damage to the City by undermining the City's solid waste management and sustainability goals. The City expects high levels of customer service and collection service provisions. Performance failures will be discouraged, to the extent possible, through penalties for certain infractions and through contract default for more serious lapses in service provisions.

Penalties may be levied if documented in an incident report presented by the City to the Service Provider. Penalties will be assessed monthly by the City on the Service Provider Disagreements will be subject to the review resolution procedures provided in the contract.

#### **XI. Action or Omission Penalties**

- Commencement of commercial collection prior to 7:00 a.m. or continuance after 7:00 p.m. except as expressly permitted. \$100.00 per incident
- Failure to collect spilled materials. Twice the cost of cleanup to the City plus \$1000.00 each incident.
- Leakage from Service Providers vehicles or vehicle contents. \$500.00 each vehicle, each inspection.
- Failure to collect any and all garbage and recyclable materials within one day after notification. \$250.00 each incident
- Collection as garbage of source-separated recycling. \$1000.00 per incident.
- Misrepresentation by Service Provider in records or reporting. \$1,500.00 per incident.
- Failure to make required reports on time. \$500.00 per incident.
- Failure to maintain clean and sanitary vehicles. \$250.00 per occurrence.

The above is not an exclusive list of the acts or omissions for which a penalty may be assessed. Also, the contract shall include provisions detailing those acts and omissions of the Service Provider which shall be considered violations or breaches of contract. The Contract will reserve to the city the right to exercise any and all remedies it may have with respect to these and other violations and breaches. Any schedule of penalties shall not affect the City's ability to terminate the contract for breach.

#### **XII. Termination**

City may terminate the Contract after serving 10 days written notice in whole or in part from time to time, whenever they determine that the Service Provider is:

1. Defaulting in performance or is not complying with any provision of the Contract;
2. Endangering the performance of the Contract;
3. Failing to make satisfactory progress in the prosecution of the Contract; or
4. Persistent and repeated failure by Service Provider regarding any obligation under terms of the Contract.

Prior to termination for cause, City will send the Service Provider written notice specifying the cause. The notice will give the Service Provider 14 days from the date the notice is issued to cure the default or make progress satisfactory to City in curing the default, unless a different time is given in the notice. If City determines that default contributes to the curtailment of an essential service or poses an intermediate threat to life, health or property, City may terminate the Contract immediately upon issuing oral or written notice to the Service Provider without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the Contract, the Service Provider must compensate City for additional costs that would be incurred by the City whether the costs are actually incurred or not, to obtain substitute performance.

#### **XIII. Performance Bond**

The Successful Service Provider shall furnish a Performance Bond or Irrevocable letter of Credit to be approved by the City attorney conditioned upon the true faithful performance of the contract in the amount of \$50,000.00.

#### **XIV. Park City Municipal Standard Service Provider Agreement**

The successful proposer will be required to enter into Park City's Professional Service Agreement, in its current form, with the City. A draft of the Agreement is attached to this RFP. If there is a conflict between the written and numerical amount of the proposal, the numerical amount shall supersede.

#### **XV. Information to be submitted**

To be considered, 6 (Six) copies of the proposal must be received at the Park City Public Works Office, 1053 Iron Horse Dr., Park City, UT 84060 no later than **Tuesday, October 22, 2013 at 11:00 am.**

#### **XVI. Preparation of Proposals**

A. Failure to Read. Failure to Read the Request for Proposal and these instructions will be at the offeror's own risk.

B. Cost of Developing Proposals. All costs related to the preparation of the proposals and any related activities are the sole responsibility of the offeror. The City assumes no liability for any costs incurred by offerors throughout the entire selection process.

#### **XVII. Proposal Information**

A. Equal Opportunity. The City will make every effort to ensure that all offerors are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information. Park City's policy, subject to federal, state and local procurement laws, is to provide reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers.

B. Procurement Policy. It is Park City Municipal Corporation's policy, subject to Federal and State and local procurement laws, to make reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers. Local proposals that are within 5% of the low proposal will be extended the opportunity to meet the low proposal. If they do so within 48 hours, they will enter negotiations first.

C. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned to the offeror.

D. Rejection of Proposals. The City reserves the right to reject any or all proposals received. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.

E. Park City Municipal Corporation reserves the right to change any dates or deadlines.

F. Park City Municipal Corporation reserves the right to cancel or modify the terms of this RFP at any time and for any reason preceding contract award and reserves the right to accept or reject any or all proposals submitted pursuant to this request for proposals. Park City will provide respondents written notice of any cancelation and/or modification. Furthermore, the City shall have the right to waive any informality or



technicality in proposals received when in the best interest of the City.

No proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to the City, upon debt or contract or that is a defaulter, as surety or otherwise, upon any obligation to the City, or that may be deemed irresponsible or unreliable by the City. Offerors may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.

**ADDENDUM "B"**

**PAYMENT SCHEDULE FOR "EXTRA" WORK**

# Overview of Waste Management Plan for the Main Street Business Improvement District

10/2/2019

*Prepared by Alison Kuhlown (independently as a PCMC consultant, prior to becoming ED of HPCA)*

## **Outline**

Introduction

Background

Analysis for Future Contracts

Additional Efforts Required

Recommended Trash and Recycling Procurement Process

Next Steps

## Introduction

In 2007 Park Municipal Corporation (PCMC) created the Main Street Business Improvement District (BID) to function as a mechanism for establishing a single service provider for commercial solid waste collection and provide business promotion for businesses within the District. The trash and recycling needs in Historic Park City are significant and individual to each business. The BID and PCMC strive to provide trash and recycling services as efficiently as possible while still meeting the service needs of the 253 businesses holding licenses within the area coupled with providing a beautiful and clutter free streetscape. Republic Services is the current trash provider for the BID and the contract providing trash services expires on November 30, 2019.

The following provides an extensive background of the services provided to date along with research and projected services needs and enhancements for the next five (5) years.

## Background

### **Main Street Trash History**

Prior to 2006, Summit County provided trash services to both residential and commercial properties in Park City boundaries. In 2007, Summit County chose to issue a residential hauling contract to Allied Waste (DBA Republic Services) and did not pursue commercial trash service operations. This opened the commercial hauling market such that each commercial entity could contract with the individual trash hauling entity of its choosing. Due to the lack interior storage space and exterior property by most businesses, common trash dumpsters were the most efficient way to provide waste service for businesses.

In 2007, the Main Street Business Alliance (DBA Historic Park City Alliance) petitioned for Business Improvement District (BID) approval to create an entity that could enter into and administer a solid waste contract or contracts and recycling contracts. Upon adoption of the BID in 2008, PCMC became a fee collection provider and signed a service contract with the HPCA to administer the BID with the following scope excerpt related to trash:

*Provide communication to Main Street area businesses regarding trash services for the Main Street Business Improvement District (BID) and work with City staff to evaluate the program, specifically related to renewal of the service contract with the solid waste hauler. Work with City staff to develop a recycling program to accompany the solid waste management efforts.*

PCMC also amended their Business License Code to require the following:

*In addition, the City's revised Business License Ordinance requires that all businesses within the boundary of the BID have a current account in good standing with the City's designated commercial solid waste removal service provider (currently Republic Services). Businesses which receive solid waste removal service or use the communal dumpsters and are not contracted with Republic Services will not be able to renew a business license or receive one anew until the business can produce evidence of an account in good standing with the chosen service provider.*

The annual business license renewal process occurs by 9/30 each year and is the only time the City can assist with past due accounts.

Three service options are available to businesses in the BID for trash removal at their location:

1. Setting up a private contract with the selected Trash Provider for independent service via street-side accessible totes,
2. Setting up a private contract with the selected Trash Provider if independent service via a contract for a private dumpster on private property location with service provided by the selected Trash Provider; or
3. Participate as part of a communal pool of merchants (using “shared dumpsters”) on public property whose trash fees are assessed annually and billed monthly via a nationally standardized formula.

#### ***Current Trash Provider Contract***

Republic Services secured the current contract for waste removal for the Main Street BID in November of 2013. The second three-year term of the contract expires November 30, 2019. While the contract allows for additional extensions provided both parties extend upon mutual agreement, the contract with Republic Services is between them and Park City Municipal Corporation (PCMC). The contract further allows for the service provider to address other PCMC needs. PCMC follows a State mandated procurement policy that requires a new solicitation of services through issuance of an RFP or RFQ when contracts expire.

The existing contract contains a cost schedule that outlines costs per size of container and number of days of service per week. These costs are established and fixed for all members of the BID no matter which of the three trash removal options they use. Each November the HPCA’s Trash and Recycling Committee reviews the actual cost of service and anticipated needs for the upcoming contract year. If a rate increase is needed to cover the increased service or increase in county dump tipping fees the Committee makes a recommendation to the HPCA Board. The Board’s final recommendation is implemented beginning December 1 of that year.

The aggregate cost for the common area dumpsters is divided among all those who use the dumpsters. A formula is set for types of businesses based on their type of use and square footage. The factor is multiplied with the gross square footage of the entire business, not just service area, to calculate the percentage of the total monthly bill for the common dumpsters each individual business pays. The rate per square foot is assigned to the various business type categories, based on the average amount of trash generated by that category (that rate was determined by a national standard). There is a need to allow businesses not meeting the standard business type categories to apply for an evaluation of their anticipated trash generation. These uses can include, but are not limited to theatres, museums, event venues, etc.

| <b><i>Business Type</i></b>                              | <b><i>Factor</i></b>                     |
|----------------------------------------------------------|------------------------------------------|
| <i>Lodging</i>                                           | 1                                        |
| <i>Professional Office</i>                               | 1                                        |
| <i>Restaurant</i>                                        | 8                                        |
| <i>Retail</i>                                            | 1.66                                     |
| <i>Gallery</i>                                           | 1                                        |
| <i>Theatres, museums, event venues and similar uses.</i> | Trash and Recycling Committee evaluation |

Annual trash fees for the commercial contract with the trash provider are divided among everyone who currently uses the commercial dumpsters or compactors provided in the District. The monthly bills do fluctuate based upon the number of businesses active in the area and if the dumpsters require additional trash pick-ups due to increased production of trash by businesses. This typically occurs during Sundance Film Festival and peak winter weekends.

Businesses do have the choice to opt out of the commercial pool by having an individual account for street-side totes or their own private dumpster on private property. Over the course of the current contract, the HPCA reduced frequency of service to the common dumpsters, saving businesses money.

#### **Residential Properties in Main Street BID**

Summit County provides trash service to residential properties and charges for the service through property tax bills. Currently there is no remittance to HPCA from Summit County for residential uses (not lodging) that utilize the common dumpsters. Based on the current numbers of residential units within the BID, this type of use is not a significant generator of trash in the area. PCMC's Business License Specialist disagrees with this current practice and recommends nightly rentals within the BID be treated the same as other business within the BID since nightly rentals are a commercial use

#### ***Trash and Recycling Committee***

The Trash and Recycling Committee, a sub-committee of the HPCA, is responsible for overseeing day to day implementation of the contract between its members and the Trash Provider for trash removal in the district, including billing. Additionally, the Committee is separately responsible for interface of PCMC related to the BID Scope. The Trash and Recycling Committee additionally monitors the mobile recycling center and works to maintain a steady income source to continue the recycling service. The Trash and Recycling Committee meets approximately four times a year.

#### ***Current Collection and Disposal Services***

Approximately 100 commercial businesses utilize the common dumpsters and compactors for the collection of waste and cardboard. There are approximately 22 businesses that utilize either individual totes or private dumpsters for their individual waste collection. By PCMC ordinance, these businesses are responsible for bringing the containers to the curb at end of business, collecting them in the morning and storing and enclosing them on private property.

Two cardboard recycling dumpsters are in Swede Alley that are serviced by the trash service provider and costs are included within the fees for the common service.

***Billing***

Billing of businesses within the Main Street BID for trash services are the responsibility of the Trash Provider. All but 16 businesses are billed monthly for trash services; those businesses are either billed quarterly or annually due to the small volumes of trash.

When billing those participating in the common dumpster program, the Trash Provider estimates the total number of pickups for all containers on an annual basis. The total cost is distributed as a set monthly amount billed, versus providing the businesses with fluctuating monthly bills. The Trash Provider provides the HPCA with a monthly accounting of the total collected versus estimated annual costs. Any differences owed at the end of an annual term are either paid or negotiated into the next year's billing. The HPCA, as the BID service provider is responsible for paying any fees or keeping updated financial records identifying any balance.

***Franchise Fee***

A Franchise Fee was developed and implemented in August 2010 to collect funds to pay for a supplemental Recycling Program. The Trash Provider charges the Franchise Fee on each trash bill and remits the funds to the HPCA to procure recycling services. The current Franchise Fee rate is 30% of gross revenues of the shared containers and 10% of gross revenues from the individual containers.

Between 2010 and 2016, the HPCA reimbursed merchants who individually contracted for their own recycling efforts to meet their specific needs outside of the program provided by the HPCA. In 2016 the Board voted to eliminate the reimbursement program due to the limited number of businesses requesting reimbursement. Over the six years, a total of \$6,863 in franchise fees were reimbursed to a total of 18 businesses.

For the service of collecting and remitting the Franchise Fee, the HPCA reimburses the Trash Provider \$100 per month. These costs are invoiced as a deduction from the franchise fee monthly reimbursements to the HPCA.

***Mobile Recycling Center***

In 2009, the HPCA began a service contract to provide recycling with the Mobile Recycling Center. The program provides Main Street businesses with a convenient way to drop off their pre-sorted recycling at a truck fixed pick up at nine different locations on Main Street. The service is scheduled two days a week during the "shoulder season" and three days a week during "peak season." Shoulder season is defined as the Monday after the weekend that follows Labor Day through week before the weekend before Christmas; April through last weekend in June. Peak season is defined as the weekend before July 4th through weekend after Labor Day; weekend before Christmas through end of March

The mobile recycling drop-off center accepts sorted cardboard, paper, plastic, aluminum and metal from any BID member. The total collection in 2018 of recyclables through this program was 136.9 tons.

Good Earth Recycling is the current service provider and is operating under a month to month extension of a contract signed with the HPCA in 2012. At this time the annual Franchise Fee collected

does not cover the entire annual cost of the contract with Good Earth Recycling. The funds to cover the difference are drawn from overages charged by the Trash Provider. The Trash Provider remitted these funds to the HPCA and

### ***Current Collection and Disposal Services***

22 businesses use a private contract with the provider and store their own containers (toters) on either their private property or within their business. Almost all these businesses are located on the west side of Main Street and do not have access to a secondary alley behind their businesses. Businesses can receive service to the toters seven (7) days of week.

There are 12 contracts with the trash provider for front and rear load dumpsters on private property. These can receive seven (7) day a week service.

Approximately 85 businesses utilize the common dumpsters for their trash. The containers used are a combination of frontload containers and compactors. Frequency of pick-ups varies depending on the time of year. Two cardboard recycling containers are available for use and are included within the current trash contract. A third cardboard container is now located in the Brew Pub Parking Lot to address the recent large volumes.

### ***Common Dumpster Sizes and Pickup Frequency***

| <b>Container</b>    | <b>Days of the Week</b> | <b>Months</b>    | <b>Days of the Week</b> | <b>Months</b>    |
|---------------------|-------------------------|------------------|-------------------------|------------------|
| 8-yard              | M and R                 | April - November | M, T, R, F and Sat      | December - March |
| 8-yard              | M and R                 | April - November | M, T, R, F and Sat      | December - March |
| 4-yard              | T, R and Sat            | April - November | -                       | December - March |
| 8-yard cardboard    | M, W and F              | April - November | -                       | December - March |
| 8-yard              | None                    | April - November | M and R                 | December - March |
| Compactor 1         | F                       | April - November | M and F                 | December - March |
| Compactor 2         | F                       | April - November | M and F                 | December - March |
| Cardboard Compactor | On call                 | April - November | On call                 | December - March |



### *Enhanced Services*

Due to fluctuations in the economy, snowfall, and other factors, there is a need for extra capacity and services to the common containers. These requests typically occur January through March and average 12 a year. The requests in 2019 are as follows:

|                |          |                 |          |              |          |              |          |
|----------------|----------|-----------------|----------|--------------|----------|--------------|----------|
| <b>January</b> | 01/28/19 | <b>February</b> | 02/18/19 | <b>March</b> | 03/04/19 | <b>April</b> | 04/01/19 |
|                | 01/28/19 |                 | 02/18/19 |              | 03/04/19 |              |          |
|                | 01/29/19 |                 |          |              | 03/20/19 |              |          |
|                | 01/31/19 |                 |          |              | 03/20/19 |              |          |
|                | 01/30/19 |                 |          |              | 03/25/19 |              |          |

### *Event Trash Needs*

The Sundance Film Festival, Kimball Art Festival and Tour of Utah all require additional containers to meet the trash needs for the event. These containers are ordered in coordination with Park City Municipal and the event organizer.

The trash impacts from the events cause an increase in disposal costs that was shouldered by existing, year-round businesses in the past. Park City Municipal now requires, through their convention and sales (temporary business) license process for any businesses licensed exclusively during the timeframe of the event to pay a flat fee of \$100 which is collected by the trash provider. Recent changes to licensing during the film festival results in a significant budget increase for the HPCA to help offset impacts from the festival.

*Event Disposal Costs Example. Sundance Film Festival 2013 – 2015.*

| <b><i>Common Dumpsters Monthly Service Fee</i></b> |                    |                   |                   |
|----------------------------------------------------|--------------------|-------------------|-------------------|
|                                                    | <i>January</i>     | <i>February</i>   | <i>March</i>      |
| <i>2015</i>                                        | <i>\$10,862.36</i> | <i>\$6,549.76</i> | <i>\$7,270.40</i> |
| <i>2014</i>                                        | <i>\$10,932.75</i> | <i>\$4,705.75</i> | <i>\$4,911.50</i> |
| <i>2013</i>                                        | <i>\$7,516.45</i>  | <i>\$4,452.03</i> | <i>\$5,134.03</i> |

| <i>Average Cost for February and March</i> | <i>Difference</i> |
|--------------------------------------------|-------------------|
| <i>\$6,910.08</i>                          | <i>\$3,952.28</i> |
| <i>\$4,808.63</i>                          | <i>\$6,124.13</i> |
| <i>\$4,793.03</i>                          | <i>\$2,723.42</i> |

During this period there were 121 businesses paying into the shared dumpsters incurring an additional cost between \$2,700 and \$6,000 annually to cover the increased trash service during January. This amount was calculated taking the average of February and March and subtracting it from January disposal costs.

## Analysis for Future Contracts

Current service needs and issues, existing demand, and projected waste growth needs to be determined in order to develop and solicit for trash, food waste and recycling services.

### ***Overview of Process***

During the development of this document, each local recycling and trash provider was contacted and spent time outlining their current thoughts on the existing trash and recycling systems for Main Street and ideas about how meet future needs.

Time was also spent with Tom Bradley, Park City Mountain Regional Environment Manager, Carolyn Warra, Mary Closser and Troy Holding, Recycle Utah, Julie Schultz and Madelyn Carter with Deer Valley Resort. Understanding their operations and challenges gave further insight into the ongoing education and monitoring needed to ensure a successful operation.

The best model identified that could translate to the needs of Main Street is the Park City Mountain Resort Canyon's Village program. The variety of commercial uses and seasonality of the workforce help with understanding how to scale a similar program can be scaled to meet the merchants' needs.

The survey sent to the merchants received only 27 responses. Knowing that it represents a small percentage of the merchants, it does give a glimpse as to some of the reasons behind recycling and waste diversion. Many agreed that space to store recyclables is a key issue as to what prevents them from recycling more. This can be addressed with frequency of services, which may result in a higher cost program. Cost of services followed space and frequency issues as a concern.

The information gained through this process provided insight into the following areas and led to the recommendations included.

### ***Current Frequency and Issues – Projected Frequency***

In 2019 there were five (5) extra pickups in January; two (2) in February; five (5) in March; and one (1) in April. Both the dumpster in the Brew Pub Lot and the cardboard container behind Firewood are the two that constantly overflow. At this time the trash provider does not service the containers on Sunday because the Summit County landfill is closed, resulting in many issues including a frequent overflow Saturday night/Sunday morning during peak weekends.

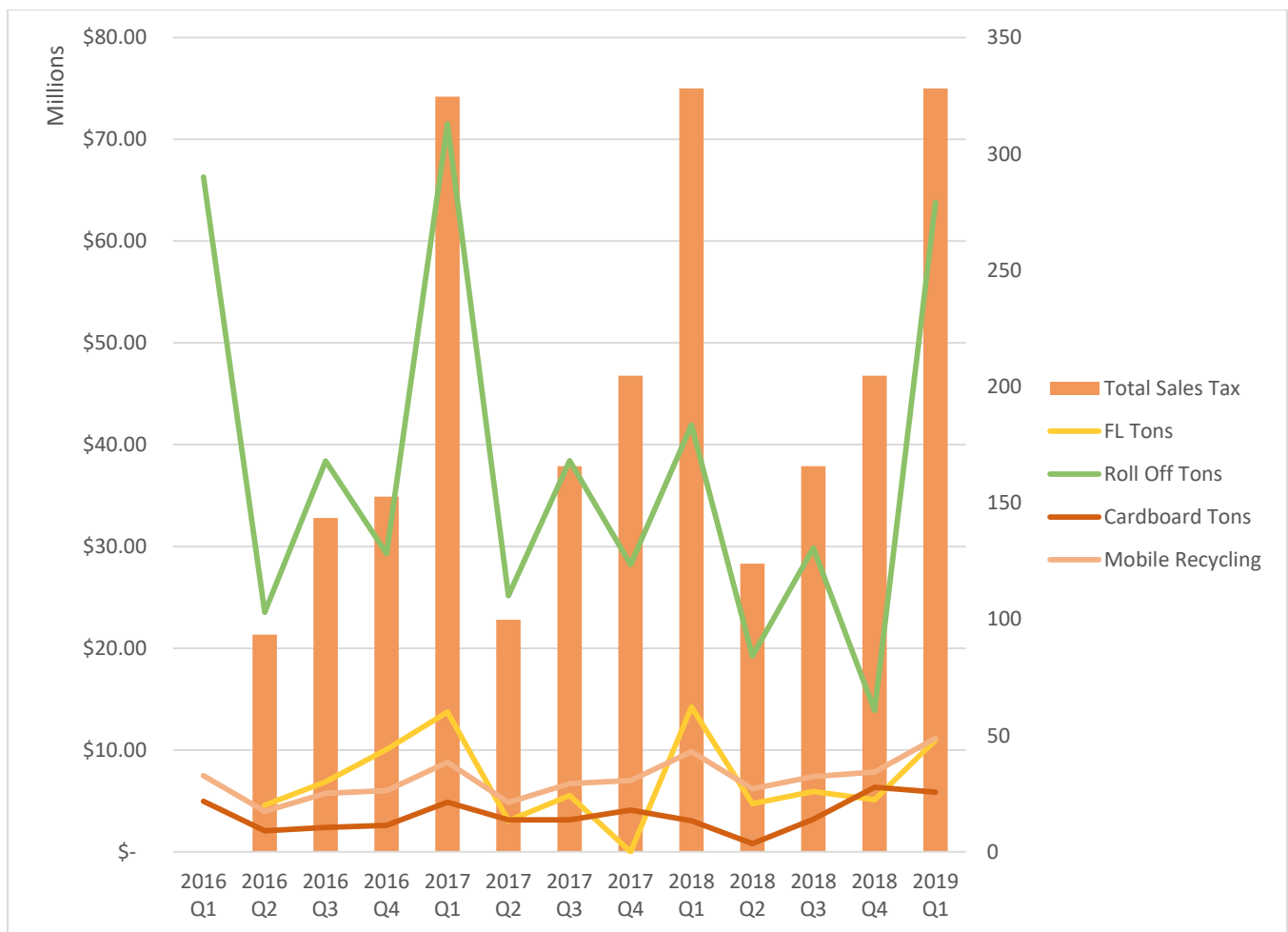
Given the data we currently understand, the following statements correct and be used as guidelines in the development of a final waste management plan.

- Additional capacity and/or frequency of pickups at both the Brew Pub Lot and Firewood containers is needed for the 19/20 season.
- A pilot program or first phase of a recycling and/or food waste program could immediately benefit the current trash overflow in this area of the street.
- Sunday service at the County landfill would address most of the ongoing capacity issues.

- Accommodation of additional trash and waste receptacles in the Brew Pub Parking Lot outweighs the loss of parking spaces in the area on a short-term basis.
- To meet PCMC Code, all dumpster enclosures need to be enclosed.

### Volume Estimates

The attached graph shows the trash volume by quarter from 2016 to spring of 2019. The information is shown against the sales revenue growth for Main Street during the same time. The recycling numbers shown are for Good Earth Mobile Recycling pickups. Approximately 26 businesses contract with private providers for pickup of materials from food waste, plastic, glass and cardboard. There is not enough specific tracking by the private providers to add the materials they collect in an overall volume estimate of waste for the District.



For the purposes of the graph, only the tonnage of the common receptacles was included since this is the focus of the efforts. Finally, the waste tonnage is not listed for those businesses that use totes and front/rear load dumpsters.

There is a strong correlation between the growth of sales tax revenues and waste produced. PCMC's Budget and Grants Department projects a continued increase in sales tax revenue for the City. The

future diversion level and solid waste tonnage quantities will change over the term of the Future Agreement in response to various factors. Factors include, but are not limited to:

- The effects of the economy;
- Diversion programs/policies of the HPCA and PCMC
- The number and types of businesses;
- Participation levels of businesses in various diversion programs;
- Changes in collection and processing strategies and methods;
- Rate-setting practices for collection services;
- Recent and future federal, State, and local regulations;
- Recycling and organic product market volatility; and,
- Changes in waste prevention, product design and packaging, technology, and more.

Given the number of factors and the unpredictable nature of each factor, PCMC and HPCA cannot predict the annual solid waste disposal tonnage that will be delivered to the landfill for disposal over the term of the Future Agreement, nor can it predict the amount of recyclables.

### ***Recyclable Materials***

The recycling providers in this area unanimously agreed that the top three items to recycle are cardboard, glass and food waste. While plastic and metal are items that can be recycled, efforts focused on the top three recyclables generated in the area in the first phases have the greatest ability to reduce the cost of waste removal since they take up a greater capacity and weigh the most. When comparing the recyclable materials generated by Main Street Businesses, diverting cardboard from the landfill provides the greatest relief of greenhouse gases with diverting food waste as second. Glass diversion will not provide a significant reduction in greenhouse gases; however, it will reduce trash disposal costs.

### ***Food Waste***

The type of food waste produced is impacted by several factors. There is a difference between waste generated back of house versus front of house and can vary depending on the type of cuisine served. The equipment to store the different types also differs. Businesses who utilize one-use items may use either biodegradable or compostable materials. This can be a major issue depending on how the service provider disposes of the materials.

Instituting a food waste program should be phased and should begin with restaurants interested in participating. Since food waste is not generated by all business types the contract for disposal may provide a set rate for businesses within the district versus distributing the entire cost to all businesses.

### ***Single Stream Containers***

Single Stream Recycling refers to a system in which all kinds of recyclables such as cardboard, glass and metal etc. are put into a single bin. This type of collection ensures the ability to recycle the greatest amount of material, if the bin is not contaminated.

### ***Contamination***

The biggest cause of contamination is education. With the seasonality of employment on Main Street, keeping all employees informed as to what is and what is not recyclable is needed. Keeping the bin size for recyclables smaller and placing them more frequently reduces the number of businesses using each receptacle. This could make it easier to find the business and/or employee that needs additional education.

### ***Removal of Parking***

The common dumpsters are located on public property and all, but one has been in place for five (5) years. The HPCA is aware that a new trash and recycling program may require use of existing parking spaces. Any elimination of parking in the Main Street area is felt by the merchants; it is one less place for an employee or customer to park in a system whose capacity cannot handle current or increased demand.

In the past the HPCA supported the removal of parking for programs like the outdoor dining decks. The Board weighed the loss of parking against the benefits of increased vibrancy and positive atmosphere they bring to the district.

Regarding trash and recycling containers, the HPCA will consider relocation and new placement for collection containers. Factors that would justify parking removal include reduction of distance between businesses and containers and increased ability to screen the containers.

### ***Use of Public Property***

The closer recycling containers are to businesses the more frequently they will be used. Many businesses have found they can divert most of their waste from the landfill by contracting with recycling providers to service their own individual recycling containers.

When a business does not have space on their property to place recycling containers, the City will consider placement on public property. Factors such as walkways, ability to screen the containers, percentage of waste diversion and cleanliness are part of the review process. Developing an administrative review process, like the dining decks, can encourage businesses to make the extra effort to recycle more of their waste.

### ***Ease versus Cost***

The HPCA Trash and Recycling Committee recognizes the ultimate waste management plan will need to balance the cost of the program with the ease of participation. Ease of the program results in higher rates of participation which translates to diversion of reusable waste from the landfill.

Ease of a program needs to address the following factors:

- Education of employees
- Distance of containers/pick-up location for recyclables from each business
- Container selection

The common containers in Swede Alley are outlined on Exhibit A and include the frequency and stops made by the Mobile Recycling Center. The current placement of common containers is no greater than four-hundred feet (400') from the businesses who use them. When approaching a new trash and recycling program, the method by which the materials are transported to Swede Alley needs to be evaluated. Many current containers leak and leave grease marks along the sidewalk.

In 2009 the HPCA did investigate curbside pick-up but decided against it since they didn't want the unsightliness of bins left overnight for morning pickup. Park City's heavy snowfall also makes curbside pickup a logistical nightmare.

The Mobile Recycling Center program provides ease of recycling to businesses with a smaller number of recyclables. Green Earth Recycling, the current operator of the Mobile Recycling Center has been asked to apply through the RFQ process. Their services will be reevaluated during this process and may be expanded, modified, or replaced to better address HPCA's to reduce the amount of waste disposed of at a landfill.

#### ***Diversion versus Cost***

The Historic Park City Alliance wants a program that prioritizes sustainability and maximizes resources. The resources include reuse of materials to an extent that the diversion of recyclables and food waste reduces the amount of trash entering the landfill, thereby extending the life of the landfill. However, cost is the one factor that will impact diversion rates the most.

Currently recycling rates are three times the cost of tipping fees at the landfill. Increased diversion will cost the merchants more than disposing of all waste in the trash. The survey responses showed 65% of the merchants (27 responses) would pay more for recycling services. Being a good steward to the environment was the most significant reason people listed as their desire to recycle more. The survey showed most of the respondents would be in favor of a 10% to 20% increase in their disposal bill to accommodate increased recycling.

#### ***Cost Distribution***

Regarding trash, those businesses who have individual contracts with the Trash Provider will be charged set rates as outlined in future contracts. As for the common area dumpsters, the recommendation is to divide the cost among all those who use the dumpsters. The current formula remains relevant and remains set for types of businesses based on their type of use and square footage.

| <b><i>Business Type</i></b>                              | <b><i>Factor</i></b>                     |
|----------------------------------------------------------|------------------------------------------|
| <i>Lodging</i>                                           | 1                                        |
| <i>Professional Office</i>                               | 1                                        |
| <i>Restaurant</i>                                        | 8                                        |
| <i>Retail</i>                                            | 1.66                                     |
| <i>Gallery</i>                                           | 1                                        |
| <i>Theatres, museums, event venues and similar uses.</i> | Trash and Recycling Committee evaluation |

Since trash fees are distributed among those who use the containers, businesses who divert more waste from the landfill through an individual contract with a recycling provider use the trash containers less. It then leads to the need to reduce that business's trash bill if they are part of the common dumpster program. Development of a process to track the recycling from these businesses is

key to being able to offset their trash costs to help subsidize their own cost for an individual contract to recycle.

There are two driving factors that will determine how the overall cost of the program is shared by each merchant. The first is the imbalance between encouraging high waste diversion rates and the individual service needed to accomplish those goals.

Recycling costs, in locations where businesses are utilizing shared containers, the formula would be the best guideline to calculate the percentage of the total cost for the service(s).

### ***Incentive Structure***

While the merchants are willing to see a small increase in cost for disposal services, the percentage increase may not meet the goals of Park City Municipal and the City Council. An incentive structure that absorbs the increase cost of recycling a greater amount of material is the best way to meet the goals and needs of both organizations.

### **Additional Efforts Required**

Service providers can address all the issues outlined in the analysis, however there are some factors not under their control, that if left unattended success of the program could be compromised.

### ***Sunday Operations at the Summit County Landfill***

The amount of trash generated is highest on the weekends and Sunday is often the day the dumpsters overflow. The Summit County landfill is closed on Sunday preventing the trash provider from servicing these containers. Trash cannot remain overnight in a truck and costs to haul it to another landfill are costly and not sustainable.

Starting discussions with Summit County during their budgeting process could allow for a quicker solution than waiting for countywide demand for Sunday service.

### ***Extend Republic Services Contract***

Service providers and knowing new contracts may ask merchants to change habits, it's been determined that the best time to implement a program is in the spring. There is not adequate time for new program education with the timeline for contract negotiation and approval to start this winter season.

There is an option to extend the current contract with Republic Services until April 30, 2019. This can only be done upon mutual written agreement by the parties. The Committee felt this was necessary to allow for a May 1, 2020 start for new contracts.

### **Screening of Trash and Recycling Containers**

There needs to be an administrative process in place for review and approval of appropriate screening of private trash and recycling containers behind buildings, even when City property is used. An

administrative process like the dining decks, outlining the terms of use of City property could allow for additional locations of recycling containers.

## Recommended Trash and Recycling Procurement Process

Use of an RFQ to solicit information from service providers is recommended. Outlining all the terms of a contract through an RFP is difficult due to the complexity of the services and frequencies needed, along with the collaboration needed between trash and recycling services needed to produce the final plan. The terms of the contract will be negotiated after the service provider(s) are chosen.

### **City Council Input**

*The next step in the process is for the City Council to determine either the percentage offset the City is willing to incentivize for recycling within the Main Street Bid or the percentage diversion goal.*

### **RFQ – Request for Qualifications**

This contractor procurement process will involve soliciting and evaluating proposals, entering into negotiations with one or more proposers, executing a contract with the selected contractor(s), and commencement of disposal services on May 1, 2020.

The project will consist of the following elements:

- Trash Removal Services
- Recycling Services

PCMC's Recycling and Waste Disposal procurement process includes two elements. Proposers can respond to either or both elements. In the first element, Trash Removal Services, proposers are asked to provide, among other items, a proposal and pricing for waste removal and landfill disposal services.

Proposers will be evaluated based on their initial proposed disposal rates and the customer's total cost, including estimated transportation costs to the proposed disposal sites, and tipping fees.

The second element of the process requests proposers provide an additive alternative proposal for recycling services, addressing waste collection beyond those considered for Trash Removal Services. It is anticipated that Recycling Service proposers may present enhanced material handling and processing services that it is interested in developing in the future and offering to PCMC.

Potential service enhancements of interest to PCMC and HPCA include, but are not limited to, the following:

- Cardboard recycling services;
- Organics processing services for green and wood waste;
- Composting or anaerobic digestion of organic waste;
- Gasification of green and wood waste to energy;
- Biosolids disposal for wastewater treatment biosolids; and,
- Other creative ideas presented by proposers.



The primary goal for the RFQ selection process is to obtain low-cost disposal and recycling services for handling the HPCA's solid waste for four (4) years with up to two additional, two-year extensions.

### ***Outline of Services Requested***

The RFQ asks the submitter to address the following elements of their or suggest an alternate solution.

#### **Trash Service**

- The Service Provider will supply all equipment, labor, containers, and other materials necessary to complete collection, hauling, and disposal of all refuse/garbage/rubbish, recyclable materials,
- Ability to provide service for both front load dumpsters and toters/kitchen cans on Sundays
- Ability to service toters and kitchen cans along main street during times the street is closed for festivals (size of vehicle and earlier pickup times may be part of what is required for this service).
- Vendor contact the HPCA if they are unable to perform a timely pickup
- Holiday pick-ups of front loads and toter/kitchen cans
- Ability for next day pickups of compactors
- Responsible for cleaning up around the trash containers at time of pick-up
- Service kitchen cans and toters for those with individual service in the district
- Ability to roll frontload pullout containers in certain locations
- Supply both front load containers made of metal or plastic, depending on what works best for each location
- Ability to provide a second pick up day of call by noon
- Maneuver around snow to dump containers no matter the weather and/or ability to delay for public works to attend to the containers prior to pick-up
- Ability to deliver additional containers on short notice
- Transparency and integrity of the waste removal program
- Dedicated customer service representatives and dispatchers who have familiarity with the account in Park City
- Billing of businesses within the Main Street BID for trash services along with an additional franchise fee set and remitted to the HPCA for funding for recycling services.

#### **Trash and Recycling Services During Events and Peak Days**

- The Service Provider will supply all equipment, labor, containers, and other materials necessary to complete collection, hauling, and disposal of all refuse/garbage/rubbish, recyclable materials,
- Ability to provide service on Sundays when determined necessary
- Ability to service businesses during times the street is closed for festivals (size of vehicle and earlier pickup times may be part of what is required for this service).
- Vendor contact the HPCA if they are unable to perform a timely pickup
- Holiday pick-ups when determined necessary
- Responsible for cleaning up around the recycling containers at time of pick-up

- Maneuver around snow to dump containers no matter the weather and/or ability to delay for public works to attend to the containers prior to pick-up
- Ability to deliver additional containers on short notice
- Transparency and integrity of the recycling program
- Dedicated customer service representatives and dispatchers who have familiarity with the account in Park City

### ***Additional Issues to Address***

#### Litter Prevention

The RFQ need to outline protection of storm water and waterways from trash and litter along with how the service provider will contain the materials as they are transported.

#### Customer Service

The service providers must designate 2 – 3 dedicated representatives from their organization that can be contacted by the HPCA, PCMC or individual business regarding service questions. These dedicated representatives must be familiar with the program, nuances of the common collection versus individual collection and general environment and constraints of the area.

#### Transparency of Service

Both the City and HPCA require complete transparency as to where the collected materials are disposed. The City and HPCA prioritize disposal options that are near Park City and providers that look to minimize impacts to the environment including overall carbon footprint of for the pick-up and disposal method.

#### Billing

Submitters for Trash Removal Services are asked to provide a billing plan where they directly bill each business within the Main Street BID for services. The proposal shall contain a description of the past due collection process. As part of the trash contract we ask the provider to charge a set percentage rate for businesses that is remitted to the HPCA by the trash provider monthly.

Submitters for Recycling Services are asked to outline their preferred method of billing.

#### Frequency and Container Size and Type

Frequency and capacities of containers will be reviewed as part of each submittal. Actions that maintain the condition and cleanliness of the containers, along with anticipated lifecycle need to be outlined as part of the proposal. Labeling proposed for each container should be included within the plans.

At the end of each season (quarterly) and recommendations for program changes for following seasons may be implemented. The service provider will need to be able to adjust frequencies with no amendment to the contract or additional costs that are not outlined within the contract.

#### Description of Service

Each submitter will have different approaches as to how trash and enhanced recycling services work in the district. Knowing each provider knows their own operations and has experience providing services to individual businesses on Main Street already, each proposal will contain the provider's own recommended way of providing the service.

#### Education, Monitoring and Reporting

Understanding monitoring and education is key to success the RFQ asks that monitoring, education and reporting on services be the responsibility of the service providers. A narrative as to how this occurs, and its frequency shall be included within the RFQ response.

#### ***HPCA Responsibility within Contract***

The HPCA maintains a contract with Park City Municipal to provide communication to Main Street businesses regarding trash services for the Park City Historic Business Improvement District (BID) and work with City staff to evaluate the program, specifically related to renewal of the service contract with the solid waste hauler. The HPCA is also responsible for working with City staff to develop a recycling program to accompany the solid waste management efforts.

The HPCA will keep a current list of businesses within the Main Street BID that is informed through communication with the Park City Municipal Business License Manager as well as frequent visual assessments of the District.

The HPCA will provide the contractors providing trash and recycling services to the District with an immediate update of either a new business or exiting business as soon as it is known.

#### ***PCMC Responsibility within Contract***

The Business License Manager will update the HPCA on a scheduled basis of any new or existing businesses on Main Street.

Park City Municipal is responsible for monitoring the common waste receptacles and will notify the HPCA and contractor if an unscheduled pick-up is needed as well as will maintain the cleanliness of the floor area surrounding the waste collection containers.

Park City Municipal will provide the selected providers with an annual events schedule that includes street and parking lot closures that could impact waste removal.

#### ***Joint HPCA and PCMC Responsibilities***

Both organizations will work together to analyze trash impacts from events and determine if additional cost recovery methods are needed. Both organizations will also develop a process to determine the waste generation factor for businesses that do not meet the standard type of categories such as restaurant, retail, gallery, etc.

## Next Steps

To keep the process of selecting a trash and recycling provider(s) moving forward the following actions need to take place and are given a rough timeline as well.

### ***Extend the Contract with Republic Services***

The sooner the contract can be set for the 2019/20 winter the more time can address the current capacity and frequency needs for the area.

### ***Issue RFQ***

Finalize internal City review for the RFQ and issue the document that outlines both trash and recycling needs for the district.

### ***Identify RFQ Selection Committee***

Members of the HPCA's Trash and Recycling Committee should be considered along with Main Street businesses that currently recycle a large amount of material, along with one who is minimally recycling. Representatives on the committee should also be comprised of at least one business who utilizes each of the three services needed in the area; common containers, totes and private dumpsters. Representatives from the resorts' sustainability departments may be helpful during the selection process due to the size and scope of their programs.

### ***Mandatory Pre-submission Meeting***

Due to the complexities of the district and services needed, a mandatory pre-submission meeting shall be held to outline the current services and billing structure.

### ***Selection of Providers***

The selected trash and recycling provider(s) for the area had provided a narrative as to the services and performance measures they would meet. Collaboration between the service providers will be necessary to make sure the plan for the start of services on May 1, 2020 is set.

### ***Merchant Plan Review***

As the final plan and terms of the contract are finalized, several public meetings among the merchants shall be held to make sure all issues have been identified.

### ***Contracts Signed***

Once the final plan is set, each provider will sign a service provider contract with the City to begin performing services on May 1, 2020.

## Conclusion

The ability to provide one type of trash and recycling service for the business district and still meet the needs of the merchants is impossible. From the business type, location, storage space and even cuisine served, require specific needs to increase the amount of waste diverted from the landfill.

By allowing the service providers to outline their ability to meet the needs of the Main Street merchants, the greatest flexibility remains. Flexibility will be needed when evaluating the proposals, final incentives, and cost sharing.

The City can most affect the amount of recycling materials diverted from the landfill by subsidizing the cost of recycling so the cost of disposal of recyclables is like that of trash disposal.

## Exhibits

Exhibit A - Existing locations of common containers

Exhibit B - Common Container Distance Analysis

Exhibit C - RFQ

Exhibit D - Map of properties and types of trash receptacles provided by trash provider

[Exhibit E - Sample Data Sheets outlining current billing system](#)

### Existing locations of common containers

A photograph showing the exterior of the building. On the left, there is a concrete staircase leading up to a second level. In the center, there is a large, dark, rectangular opening, possibly a garage door or a large window. To the right of this opening is a smaller, lighter-colored door. The building is surrounded by greenery, including trees and bushes. The ground in front of the building is paved.



The Mobile Recycling Drop-off Center accepts sorted cardboard, paper, plastic, aluminum, metal, polystyrene and glass (wine box size amount) from any business in Park City's Business Improvement District. To address large glass recycling needs please contact Curb-It Recycling at (435) 901-2568 or Good Earth Recycling at (435) 633-0272.

**Dates of Service for the Sundance Film Festival:** January 13, 15, 16, 17, 18, 19, 20, 22, 24 and 27.

**Times and Locations:** Uptown Fare, 9:55 -10:05 am  
The Egyptian, 10:05-10:25 am  
Bistro 412, 10:25-10:35 am  
Shabu, 10:35-10:45 am  
Pizza Noodle, 10:45-11 am

Yuki Yama, 11-11:15 am  
Silver Queen Hotel, 11:15-11:30  
Collie's, 11:30-11:40 am  
Butcher's, 7th Street 11:40-12 noon



Exhibit B

*Common Container Distance Analysis*

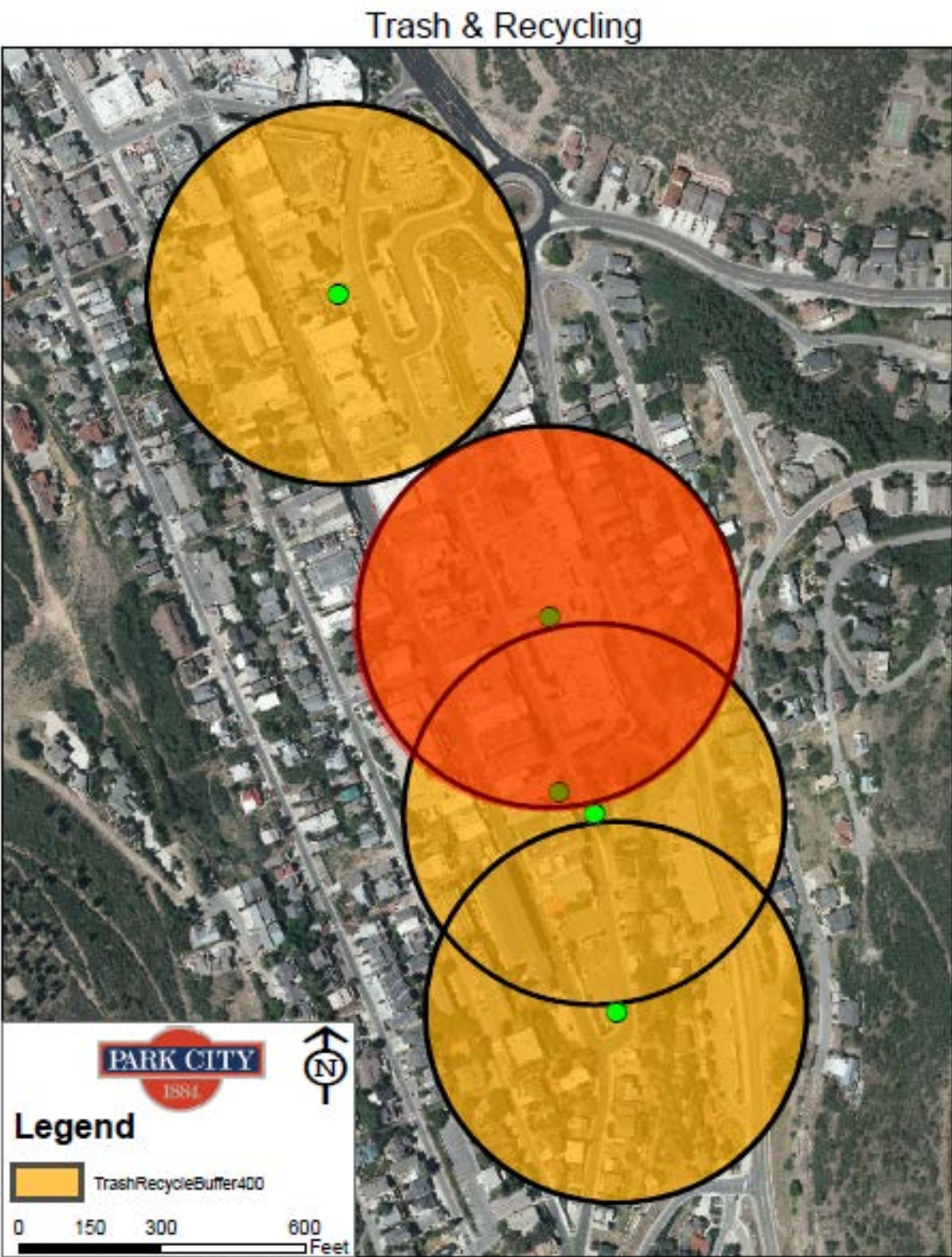


Exhibit x

# DRAFT WORKING COPY ONLY

**RFQ**

**Park City Municipal Corporation**



**REQUEST for QUALIFICATIONS**

**for**

**Recycling and Trash Disposal Services for the Main Street Business Improvement District**

**Issue Date: XX XX, 2019**

**Submittal Due Date: XX XX, 2019**



**QUALIFICATIONS DUE:**

4:00 p.m., XX, XX XX, 2019

Email Delivery: Xx email

*A response confirming receipt will be sent.*

**PROJECT NAME:**

Recycling and Waste Services for Main Street BID

**RFQ AVAILABLE:**

xx, xx xx, 2019, at [www.parkcity.org](http://www.parkcity.org) or via email from  
[xx](#)

**PROJECT ADDRESS:**

[Main Street Business Improvement District](#)

**OWNER:**

Park City Municipal Corporation

P.O. Box 1480

Park City, Utah 84060

**CONTACT:**

XX

Email

**PRE-SUBMITTAL MEETING:**

A non-mandatory pre-submittal meeting will be held at xx,  
xx xx,2019

Park City Council Chambers

445 Marsac Avenue, Park City, UT

Please email xx if you plan to attend.

**Register to Receive Future Correspondence and Announcements:**

If you are interested in receiving future correspondence or announcements related to the Main Street Recycling and Waste Disposal Services RFQ process, please contact xx (see e-mail address above) and request that your name be placed on the list of interested parties. If you do not register as an interested party by xx, xx xx, 2019, you may not receive future correspondence or announcements related to this RFQ process.

## **II. Introduction**

In 2007 City Council created the Main Street Business Improvement District (BID) to function as a mechanism for establishing a single service provider for commercial solid waste collection and provide business promotion for businesses within the District.

The Park City Municipal Corporation, in conjunction with the Historic Park City Alliance issued this Request for Qualifications (RFQ) to solicit proposals from companies interested in providing solid waste disposal and recycling services for commercial and municipal solid waste. PCMC's primary goal for the RFQ selection process is to obtain low-cost disposal and recycling services for handling the HPCA's solid waste for four (4) years with up to two 2-year extensions.

The services are scheduled to commence on May 1, 2020. The HPCA's solid waste tonnage was approximately 648.81 for the common receptacles which include collection of waste and cardboard. The tonnage collected from the approximate 20 businesses who have their own containers (toters/dumpsters) is unknown. There are a number of businesses who individually contract with a recycling and/or food waste provider. The amount of diversion from the waste stream provided through these contracts is unknown.

PCMC anticipates that this contractor procurement process will involve soliciting and evaluating proposals, entering into negotiations with one or more proposers, executing a contract with the selected contractor(s), and commencement of disposal services on May 1, 2020.

The project will consist of the following elements:

- Trash Removal Services
- Recycling Services

PCMC's Recycling and Waste Disposal procurement process includes two elements. Proposers can respond to either or both elements. In the first element, Trash Removal Services, proposers are asked to provide, among other items, a proposal and pricing for waste removal and landfill disposal services.

Proposers will be evaluated based on their initial proposed disposal rates and the customer's total cost, including estimated transportation costs to the proposed disposal sites, and tipping fees. The second element of the process requests proposers provide a proposal for recycling services, addressing waste collection beyond those considered for Trash Removal Services. It is anticipated that Recycling Service proposers may present enhanced material handling and processing services that it is interested in developing in the future and offering to PCMC.

Potential service enhancements of interest to PCMC and HPCA include, but are not limited to, the following:

- Cardboard recycling services;
- Organics processing services for green and wood waste;
- Composting or anaerobic digestion of organic waste;
- Gasification of green and wood waste to energy;

- Biosolids disposal for wastewater treatment biosolids; and,
- Other creative ideas presented by proposers.

#### Current Collection and Disposal Services

Approximately 100 commercial businesses utilize common containers for waste and two containers for the collection of cardboard. There are approximately 20 businesses that utilize either totes or dumpsters for their own waste collection. All these businesses are billed by the service provider.

#### ***Common Dumpster Sizes and Pickup Frequency***

| <b>Container</b>    | <b>Days of the Week</b> | <b>Months</b>    | <b>Days of the Week</b> | <b>Months</b>    |
|---------------------|-------------------------|------------------|-------------------------|------------------|
| 8-yard              | M and R                 | April - November | M, T, R, F and Sat      | December - March |
| 8-yard              | M and R                 | April - November | M, T, R, F and Sat      | December - March |
| 4-yard              | T, R and Sat            | April - November | -                       | December - March |
| 8-yard cardboard    | M, W and F              | April - November | -                       | December - March |
| 8-yard              | None                    | April - November | M and R                 | December - March |
| Compactor 1         | F                       | April - November | M and F                 | December - March |
| Compactor 2         | F                       | April - November | M and F                 | December - March |
| Cardboard Compactor | On call                 | April - November | On call                 | December - March |

In 2010, the current service provider for trash implemented a Franchise Fee to the monthly/quarterly bills for both those using the common receptacles and those who have their own. These fees are remitted to the HPCA to supplement the cost of the mobile recycling center.

The HPCA contracts with Good Earth Recycling to provide Main Street businesses with a convenient way to drop off their pre-sorted recycling at a truck which stops at nine different locations on Main Street two days a week during the “shoulder season.” The mobile recycling drop-off center accepts sorted cardboard, paper, plastic, aluminum and metal from any business in Park City’s Business Improvement District, the section of the city that includes Main Street, Swede Alley and a portion of Park Avenue. The total collection in 2018 of recyclables through this

program was 136.9 tons.

Mobile Recycling Center program will be reevaluated during this process and may be expanded, modified, or replaced to better address HPCA's to reduce the amount of waste disposed of at a landfill.

#### Future Impacts on Solid Waste Volumes

There is a strong correlation between the growth of sales tax revenues and waste produced. PCMC's Budget and Grants Department projects a continued increase in sales tax revenue for the City. The future diversion level and solid waste tonnage quantities will change over the term of the Future Agreement in response to various factors. Factors include, but are not limited to:

- The effects of the economy;
- Diversion programs/policies of the HPCA and PCMC
- The number and types of businesses;
- Participation levels of residents and businesses in various diversion programs;
- Changes in collection and processing strategies and methods;
- Rate-setting practices for collection services;
- Recent and future federal, State, and local regulations;
- Recycling and organic product market volatility; and,
- Changes in waste prevention, product design and packaging, technology, and more.

Given the number of factors and the unpredictable nature of each factor, PCMC and HPCA cannot predict the annual solid waste disposal tonnage that will be delivered to the landfill for disposal over the term of the Future Agreement.

### **III. Scope of Services**

The two different services require slightly different scope of services. Please review the tasks for each element listed below.

#### Main Street BID Trash Disposal Services

- Transport and dispose of Main Street BID trash at an approved disposal facility.
- Supply all equipment, labor, containers, and other materials necessary to complete collection, hauling, and disposal of all refuse/garbage/rubbish, recyclable materials,
- Ability to provide service for both front load dumpsters and toters/kitchen cans on Sundays
- Ability to service toters and kitchen cans along main street during times the street is closed for festivals (size of vehicle and earlier pickup times may be part of what is required for this service).
- Vendor contact the HPCA if they are unable to perform a timely pickup
- Holiday pick-ups of front loads and toter/kitchen cans
- Ability for next day pickups of compactors
- Responsible for cleaning up around the trash containers at time of pick-up
- Service kitchen cans and toters for those with individual service in the district
- Ability to roll frontload pullout containers in certain locations

- Supply both me front load containers made of metal or plastic, depending on what works best for each location
- Ability to provide a second pick up day of call by noon
- Maneuver around snow to dump containers no matter the weather and/or ability to delay for public works to attend to the containers prior to pick-up
- Ability to deliver additional containers on short notice
- Transparency and integrity of the waste removal program
- Dedicated customer service representatives and dispatchers who have familiarity with the account in Park City
- Billing of businesses within the Main Street BID for trash services along with an additional franchise fee set and remitted to the HPCA for funding for recycling services.

#### Main Street BID Recycling Services

- Transport and dispose of Main Street BID recyclables at an approved disposal facility.
- Supply all equipment, labor, containers, and other materials necessary to complete collection, hauling, and disposal of all refuse/garbage/rubbish, recyclable materials,
- Ability to provide service on Sundays when determined necessary
- Ability to service businesses during times the street is closed for festivals (size of vehicle and earlier pickup times may be part of what is required for this service).
- Vendor contact the HPCA if they are unable to perform a timely pickup
- Holiday pick-ups when determined necessary
- Responsible for cleaning up around the recycling containers at time of pick-up
- Maneuver around snow to dump containers no matter the weather and/or ability to delay for public works to attend to the containers prior to pick-up
- Ability to deliver additional containers on short notice
- Transparency and integrity of the recycling program
- Dedicated customer service representatives and dispatchers who have familiarity with the account in Park City
- Ability to charge event vendors and/or temporary licensees for a set fee

#### Park City Municipal Trash

Collection of waste from containers at Park City Municipal buildings which would include but not be limited to Miner's Hospital; Library and Education Center; Park and Golf, PC MCARD, Public Works, Police and Ice Arena.

#### Additional Information to Address as Part of Scope of Service

#### Description of Service/Proposed Method

Each submitter will have different approaches as to how trash and enhanced recycling services work in the district. Knowing each provider knows their own operations and has experience

providing services to individual businesses on Main Street already, each proposal will contain the provider's own recommended way of providing the service.

#### Litter Prevention

The RFQ need to outline protection of storm water and waterways from trash and litter along with how the service provider will contain the materials as they are transported.

#### Customer Service

The service providers must designate 2 – 3 dedicated representatives from their organization that can be contacted by the HPCA, PCMC or individual business regarding service questions. These dedicated representatives must be familiar with the program, nuances of the common collection versus individual collection and general environment and constraints of the area.

#### Transparency of Service

Both the City and HPCA require complete transparency as to where the collected materials are disposed. The City and HPCA prioritize disposal options that are near Park City and providers that look to minimize impacts to the environment including overall carbon footprint of for the pick-up and disposal method.

#### Billing

Submitters for Trash Removal Services are asked to provide a billing plan where they directly bill each business within the Main Street BID for services. The proposal shall contain a description of the past due collection process. As part of the trash contract we ask the provider to charge a set percentage rate for businesses that is remitted to the HPCA by the trash provider monthly.

Submitters for Recycling Services are asked to outline their preferred method of billing.

#### Frequency and Container Size and Type

Frequency and capacities of containers will be reviewed as part of each submittal. Actions that maintain the condition and cleanliness of the containers, along with anticipated lifecycle need to be outlined as part of the proposal. Labeling proposed for each container should be included within the plans.

At the end of each season and recommendations for program changes for following seasons may be implemented. The service provider will need to be able to adjust frequencies with no amendment to the contract or additional costs that are not outlined within the contract.

#### Cost of Services

| Container Size | Frequency per Week |   |   |   |   |   |   |
|----------------|--------------------|---|---|---|---|---|---|
|                | 1                  | 2 | 3 | 4 | 5 | 6 | 7 |
| Toters         |                    |   |   |   |   |   |   |
| 90 gallons     |                    |   |   |   |   |   |   |
| 2 yards        |                    |   |   |   |   |   |   |

|           |  |  |  |  |  |  |  |
|-----------|--|--|--|--|--|--|--|
| 3 yards   |  |  |  |  |  |  |  |
| 4 yards   |  |  |  |  |  |  |  |
| 5 yards   |  |  |  |  |  |  |  |
| 6 yards   |  |  |  |  |  |  |  |
| 8 yards   |  |  |  |  |  |  |  |
| Compactor |  |  |  |  |  |  |  |
| Other     |  |  |  |  |  |  |  |

Percentage price increase/year after initial length of term

#### Education, Monitoring and Reporting

Understanding monitoring and education is key to success the RFQ asks that monitoring, education and reporting on services be the responsibility of the service providers. A narrative as to how this occurs, and its frequency shall be included within the RFQ response.

#### Qualifications, references and experience

Outline the provider's qualifications, references and experience in providing services of similar size and scope, including operations within Summit County.

#### Environmentally sustainable business practices

Describe the sustainable business practices undertaken by your organization.

### **IV. Selection Criteria**

The factors to be considered in the evaluation of Proposals are listed below.

1. Cost of Services (20%)
2. Proposed method of service (20%)
3. Qualifications, references and experience in providing services of similar size and scope (20%)
4. Proposed services and diversion potential (20%)
5. Environmentally sustainable business practices (20%)

### **V. Selection Process**

Qualifications submissions will be evaluated on the factors listed in Section VIII of this RFQ and will be good for three months from date of submission.

Upon closure of the qualification's deadline, the remainder of the selection process will include the following milestones (exact dates to be determined):

- A selection committee made up of Park City Municipal Corporation staff, Historic Park City Alliance representatives, and other stakeholders will review all submissions of qualifications.
- The selection committee will determine companies to receive an interview. (Interviews will be held approximately one week after proposals are

submitted.)

Once interviews have been completed, the committee will select the top ranked proposer(s) and will negotiate a final scope and fee with the top-ranked proposer and recommend to City Council for final approval and contract. Price will not be the sole deciding factor. Award of the contract(s) is subject to approval by City Council.

#### IV. Tentative Schedule for Selection Process & Project

- |                                      |    |
|--------------------------------------|----|
| • RFQ Issued:                        | XX |
| • Mandatory Pre-submittal Meeting:   | XX |
| • Qualifications Due:                | XX |
| • Interviews:                        | XX |
| • Notification of Award:             | XX |
| • City Council Award of Contract(s): | XX |

#### V. Submittal Requirements & Selection Criteria

- **Executive Summary:** not to exceed 2 pages.
  - o Succinctly describe your qualifications for the project and the strengths of your company.
- **Scope of Services:** A brief description of the company's approach and an outline of preliminary plans which to accomplish the Scope of Services outlined in this RFQ and detailed cost for each element. Said plans should include, but not be limited to a detailed description regarding achieving the goals of the scope of services, deployment of these services, collection plans for designated holidays, and collection plans in the event of an emergency or natural disaster. Take into consideration the three different level of services are needed to address the individual needs of businesses:
  - o who utilize the common dumpsters
  - o on the west side of Main Street who use totes
  - o who utilize a dumpster associated with their property
- **Relevant Experience—** Demonstrate proven capabilities for providing the proposed service and demonstrated experience and creativity in Refuse collection system design and successful achievement of results in prior projects for clients;

#### ***The issuer advises all proposers of the following conditions:***

- Park City Municipal Corporation reserves the right to reject any and all proposals for any reason. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.
- Proposals lacking required information will not be considered.
- Award of contract is subject to approval by City Council.
- All submittals shall be public records in accordance with government



regulations ("GRAMA") unless otherwise designated by the applicant, pursuant to UCA § 63G-2-309, as amended.

- Park City Municipal Corporation reserves the right to change any dates or deadlines.

## **VI. Park City Municipal Standard Service Provider Agreement**

The successful proposer will be required to enter into Park City's Professional Service Agreement, in its current form, with the City. A draft of the Agreement is attached to this RFP. If there is a conflict between the written and numerical amount of the proposal, the numerical amount shall supersede.

Any service provider who contracts with Park City is required to have a valid Park City business license.

## **VII. Preparation of Proposals**

- **Failure to Read:** Failure to Read the Request for Proposal and these instructions will be at the offeror's own risk.
- **Cost of Developing Proposals:** All costs related to the preparation of the proposals and any related activities are the sole responsibility of the offeror. The City assumes no liability for any costs incurred by offerors throughout the entire selection process.

## **VIII. Proposal Information**

- **Equal Opportunity:** The City will make every effort to ensure that all offerors are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.
- **Proposal Ownership:** All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned to the offeror.
- **Rejection of Proposals:** The City reserves the right to reject any or all proposals received. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.
- **Cancellation/Modification:** Park City Municipal Corporation reserves the right to cancel or modify the terms of this RFQ and/or the project at any time and for any reason preceding contract award and reserves the right to accept or reject any or all proposals submitted pursuant to this request for proposals. Park City will provide respondents written notice of any cancellation and/or modification. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.
- Park City Municipal Corporation's policy is subject to Federal, State and local procurement laws, to make reasonable attempts to support Park City

businesses by purchasing goods and services through local vendors and service providers.

Attachment 1: Park City Professional Services Provider Agreement

PARK CITY MUNICIPAL CORPORATION  
**SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and \_\_\_\_\_, a Utah corporation ("Service Provider").

WITNESSETH:

WHEREAS, the City desires to have certain services and tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

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 \_\_\_\_\_ Dollars.

**2. TERM.**

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on \_\_\_\_\_ or earlier, unless extended by mutual written agreement of the Parties.

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

- A. Payments for services provided hereunder shall be made monthly following the performance of such services.
- B. No payment shall be made for any service rendered by the 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 B,” 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 his 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.

#### 4. REPORTS AND INSPECTIONS.

- A. The Service Provider, at such times and in such forms as the City may require, shall furnish the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement.
- B. The Service Provider shall at any time during normal business hours and as often as the City may deem necessary, make available for examination of all its records and data with respect to all matters covered, directly or indirectly, by this Agreement and 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.

#### 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

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 defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of 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. 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. The Service Provider shall provide a Certificate of Insurance evidencing:

- A. General Liability insurance written on an occurrence basis with limits no less than two million dollars (\$2,000,000) combined single limit per occurrence and four million dollars (\$4,000,000) aggregate for personal injury, bodily injury and property damage.

The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

- B. Automobile Liability insurance with limits no less than two million dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) insurance written on claims made basis with limits no less than one million dollars (\$1,000,000) combined single limit per occurrence.
- D. Workers Compensation insurance limits written as follows: Bodily Injury by Accident \$500,000 each accident;  
Bodily Injury by Disease \$500,000 each employee, \$500,000 policy limit
- E. The City shall be named as an additional insured on the insurance policies, as respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall warrant that, should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. The City reserves the right to request certified copies of any required policies.
- F. 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.

## 9. TREATMENT OF ASSETS.

Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any, prepared by the Service Provider pursuant to this Agreement (contingent on City's performance hereunder).

**10. COMPLIANCE WITH LAWS.**

- 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. Unless otherwise exempt, the Service Provider is required to have a valid Park City Business License.
- C. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.
- D. If this Agreement is entered into for the physical performance of services within Utah the Service Provider shall register and participate in E-Verify, or equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-11-103.

**11. NONDISCRIMINATION.**

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, the Service Provider will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Service Provider shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The 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. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race,

creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

- 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.

## **12. 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, 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.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property 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 used E-Verify, or equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code Ann. 63G-11-103

## **13. CHANGES.**

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

## **14. MAINTENANCE AND INSPECTION OF RECORDS.**

- A. The Service Provider shall maintain books, records and documents, which 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. These records shall be subject at all reasonable times to inspection, review, or audit by the City, its



authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

- B. The Service Provider shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. The Service Provider agrees that the City or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

**15. PROHIBITED INTEREST.**

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

**16. 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.

**17. TERMINATION.**

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, 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 three (3) days written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the 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.

**18. NOTICE.**

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

**19. ATTORNEYS FEES AND COSTS.**

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

**20. JURISDICTION AND VENUE.**

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

**21. SEVERABILITY.**

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the state of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

**22. 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. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this 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  
445 Marsac Avenue  
Post Office Box 1480  
Park City, UT 84060-1480

\_\_\_\_\_  
Diane Foster, City Manager

Attest:

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

Approved as to form:

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

SERVICE PROVIDER NAME

Address:

Address:

City, State, Zip:

Tax ID#: \_\_\_\_\_

PC Business License# BL\_\_\_\_\_

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

STATE OF UTAH                    )  
                                          ) ss.  
COUNTY OF SUMMIT            )

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

\_\_\_\_\_  
Notary Public

EXHIBIT "A"

SCOPE OF SERVICES

EXHIBIT "B"

PAYMENT SCHEDULE FOR "EXTRA

**Map of properties and types of trash receptacles provided by trash provider**



## Exhibit E

[Sample Data Sheets outlining current billing system](#)

## Council Agenda Item Report

Meeting Date: June 25, 2020

Submitted by: Jonathan Weidenhamer

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

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### **Subject:**

Request to Approve an Extension of the Management Contract of the Downtown Business Improvement District (BID) with the Historic Park City Alliance (HPCA) through November 20, 2020, in a Form Approved by the City Attorney

### **Suggested Action:**

### **Attachments:**

[HPCA BID Contract Extension Staff Report](#)

[Exhibit A: HPCA BID Second Addendum](#)

[Exhibit B: HPCA Budget Overview](#)

[Exhibit C: FY20 HPCA Summary of Services](#)

[Exhibit D: Historic Park City Alliance First Addendum](#)



## Staff Communication

**PARK CITY**

1884

**Subject:** Downtown Business Improvement District  
Management Contract – Five Month Extension Request

**Author:** Jonathan Weidenhamer

**Department:** Economic Development

**Date:** June 25, 2020

### Recommendation

Hold a public hearing, and approve a five month extension of the management contract of the downtown Business Improvement District (BID), in a form approved by the City Attorney (Exhibit A). Due to the impacts of Covid 19, staff recommends extending the City Service contract, held by the Historic Park City Alliance (HPCA), with current terms through November 20, 2020, because adequate time to prepare was not possible

### Background

In 2007, the City Council created the downtown BID to function as a mechanism for establishing and managing a single service provider for commercial solid waste collection and an executive director position to oversee communications with PCMC/members and provide business promotion for the District.

A \$243 fee is levied annually on each businesses license within the BID, including convention and sales licenses. The City's role is deciding if the services provided are in the public's interest, and then acting as a conduit to pass through funding created by the fee that the merchants have decided to impose upon themselves.

PCMC approved the service provider agreement with HPCA to administer the BID in 2007. On June 6, 2019 ([6/6/19 Report](#)), the contract was extended to June 30, 2020, and scope adjusted slightly to be more specific and include performance standards to provide clarity to both parties. City Council had the option to extend for two years but chose one year and asked to:

1. Clarify communications role meets PCMC's expectations including stronger presence, HPCA responsible for "owning" role and regularly updated point of contact for each business;
2. Update the map of the BID to reflect the actual legal description; and
3. Consider putting together a working group of HPCA Board, Council members and staff to consider expanding BID scope.

The updated scope, finalized as the Second Addendum, included as exhibit A, includes:

- Coordination between the businesses and PCMC;
- Limited marketing and event production; and
- Day-to-day implementation and administration of the trash contract.

### Analysis

An additional five month extension will allow Council liaisons and the HPCA Board to work with staff to discuss the BID scope and bring recommendations back to Council

prior to the new November 30, 2020 expiration. An overview of the BID's funding and HPCA budget is attached as Exhibit B. As part of the expanded performance standards, HPCA has submitted required documentation of fulfillment of services in Exhibit C.

Since the original contract was signed in 2007, Council has adopted far more aggressive sustainability, transportation, social equity, transportation and other goals that are not prioritized within the existing contract. Staff believes there is a unique opportunity with the combination of the expiration of both the BID and County trash contracts to further community waste diversion goals in particular within the fixed confines of the BID.

Per Council direction in June 2019, staff intends to establish a quick working group to consider expansion of scope, then return as necessary to update Council, with the intent of having a new contract for Council to consider prior to December 1.

### **Exhibits**

- Exhibit A: Second Addendum
- Exhibit B: HPCA Budget Overview
- Exhibit C: HPCA Services Fulfillment Submittal
- Exhibit D: Current BID Management Contract with HPCA

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

This SECOND 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 HISTORIC MAIN ST. BUSINESS ALLIANCE, (Service Provider), to amend the Park City Municipal Corporation Service Provider/Professional Services Agreement signed and executed by the parties on March 18, 2016, as amended by the First Addendum, executed by the parties on September 4, 2019.

WITNESSETH:

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

WHEREAS, the parties entered into the First Addendum, on September 4, 2019, (hereinafter, “First Addendum”, adding more detail to the scope and performance standards; and

WHEREAS, the term of the Original Agreement is due to end June 30, 2020; and

WHEREAS, due to the unforeseen impacts of Covid 19 the parties desire to extend the Original Agreement for one year under the current terms;

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

### **1. AMENDMENTS:**

- a. **EXTENSION OF TERM.** The term of the Original Agreement shall be extended to a termination date of November 30, 2021.

### **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 21 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.

4. **COUNTERPARTS.** This First Addendum may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

5. **ELECTRONIC SIGNATURES.** Each party agrees that the signatures of the parties included in this First Addendum, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic signature through an electronic signature system such as DocuSign, are intended to authenticate this writing and to create a legal and enforceable agreement between the parties hereto.

IN WITNESS WHEREOF the parties hereto have caused this 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

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

PO Box 1348  
Park City UT 84060

Tax ID#: \_\_\_\_\_  
PC Business License# BL\_\_\_\_\_

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

STATE OF UTAH                    )  
                                          ) ss.  
COUNTY OF SUMMIT         )

On this \_\_\_\_ day of \_\_\_\_\_, 2020, 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 HISTORIC MAIN ST. BUSINESS ALLIANCE, a Utah corporation, d/b/a HISTORIC PARK CITY ALLIANCE, by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as \_\_\_\_\_ (title) for the corporation.

\_\_\_\_\_  
Notary Public

## Exhibit B – Overview of HPCA Budget

### Background on BID Finances

In response to specific question from Council in June 2019:

- 2009 updated per business Bid fee from \$156 to \$243;
- From 2009 – 2016 the BID generated approximately \$60k annually;
- On 8/20/17 Municipal Code amended to require CSL's to pay BID fees;
- Since, the BID generates approximately \$80 k annually;
- In August 2018 Municipal Code amended to require *all* CSL applicants show receipt from Republic Svcs. for \$100. This generated an additional \$10,000 that was paid to Republic Svcs to offset HPCA shared account balance

Merchants via a vote (i.e. annual meeting, and supported by Board action) can raise fees to cover costs of providing services.

### HPCA Budget Overview – Submitted by Alison Kuhlowl, HPCA

#### **Grant Awarded and Funding Sources**

The HPCA fiscal year starts on July 1, 2019.

#### **2019 Grants Awarded**

Restaurant Tax Grant - \$40,000

Park City Chamber and Visitors Bureau Event Grant - \$1,500

#### **HPCA Funding Sources**

##### BID Revenue

BID Revenue: \$56,376  
Convention Sales Licenses: \$25,272

##### Parking Revenue

As part of the Park Silly Sunday Market agreement in 2010, the City Council allocated \$40,000 to the HPCA for use towards marketing annually. The funds are now provided after April 30th each year.

##### Grants

The HPCA applies for grant funds annual from both the Restaurant Tax Grant and Chamber of Commerce Event Grant programs. Grants funding is determined by June 10 and funds are available as of July 1.

## Franchise Fee

In 2010, the HPCA passed a Franchise Fee that is an additional percentage charged on Republic Services bills to cover the funding of the Mobile Recycling Center.

## **Current HPCA Contracts**

*December 2019*

### **Meisha Lawson Marketing Services**

Scope:

*Creative Execution* - Work with the Branding and Marketing Committee to determine the creative direction for the outreach campaign. Identify and develop creative assets and deliverables for advertising campaigns, newsletters, social media, additional website development and signage.

*Communication Tactics* – MLMS will provide manage activities to communicate HPCA activities and initiatives that include:

- Key message training for members
- Press materials development for use with media and on-line
- Pro-active media relations activities to promote activities within Historic Park City
- Press releases
- Public service announcements
- Calendar notices
- Pitches to targeted media
- Publicize and create promotions around events such as Kids Day and Locals'

Thursdays

*Website Content Development* – MLMS will review the current capabilities of the HistoricParkCityUtah.com website and identify website content scheduling for the various pages on the website that would coordinate with the overall PR campaign. MLMS will launch and manage a guest blogger campaign for the website which would add new content into areas such as dining, shopping, and family activities.

*Social media* – MLMS will provide content and updates on the HPCA Facebook and Twitter and Instagram (to be created) accounts. Social accounts will be monitored and engaged / updated a minimum of every 48 hours. MLMS will identify and recommend any additional social media outlets.

*E-newsletters* – MLMS will develop a monthly e-mail campaign for our patrons that will link back to our website and social media platforms to provide additional information and resources.

*Monitoring and Reporting* - MLMS will provide insight into what monitoring systems the HPCA currently has in place, what's working and what's not and develop an agreed upon system of monitoring, reporting and applicable timelines that meet the HPCA's needs.

*Media partners* - MLMS will work with print and broadcast media partners will help broaden our reach. MLMS will assist in finding the right media partners to make maximum use of the advertising budget.

*Events/Promotions* - MLMS will work with the Marketing and Branding Committee and Events Committee to enhance and/or redesign existing events produced by the HPCA to support our objectives. MLMS would be responsible for the programming of both Halloween on Main Street and Holidays in Historic Park City.

Amount: \$36,000 per year

Expiration: Annual extension of contract, based on terms from 2014 agreement.

### **Good Earth Recycling**

Scope: Provide a Mobile Recycling Drop-off Collection Center available at designated times and stops in Historic Park City.

Amount: \$29,200

Expiration: November 30, 2019 – month to month

### **Alison Kuhlow Consulting**

Scope: The HPCA would engage Alison Kuhlow to perform the services set forth. The Executive Director's duties shall be assigned by the President of the HPCA Board of Trustees and shall be based on the following:

- Directing, coordinating, and supervising the day-to-day activities of various responsibilities of the HPCA;
- Work with the Executive Committee and Board on the development of initiatives and directing, coordinating and supervising their implementation;
- Manage the HPCA's marketing consultant and oversee his/her activities as they relate to events, public relations, advertising, and branding;
- Manage financial responsibilities of the HPCA including budget development, process HPCA billing and vendor invoices, coordinate with bookkeeper on reconciliation of accounts, and preparation of tax materials for an accountant.
- Coordinate and manage trash and recycling services for the Business Improvement District (BID) and work with City staff to evaluate the program, specifically related to renewal of the service contract with waste haulers. Continue to maintain and/or expand the recycling program to accompany the solid waste management efforts and sustainability goals of the membership;
- Coordinate, liaise, and negotiate with the City on issues such as code changes, infrastructure improvements, parking regulations, filming etc.;
- Maintain and build Chamber of Commerce and City relationships via attendance at meetings, liaison duties with Council, Chamber and City staff, special committees, etc.;
- Manage HPCA committees as required (Events, Infrastructure, Marketing, Parking and Traffic, etc.);
- Solicit feedback from BID businesses about HPCA performance on annual basis; and



- Recommend for consideration by the Board such policies and procedures concerning the organization, governance and operation of the Board and the HPCA in general.

General administration and management services included within the scope of work and provided by Alison Kuhlow and her employees include:

- Provide communication to all the Historic Park City merchants (defined by the Business Improvement District boundaries) through various channels (i.e. newsletter, emails, phone calls, and door to door outreach as needed) including local event information that may impact the Historic Park City area;
- Plan and coordinate quarterly educational and informational events for HPCA members;
- Maintain a directory of active businesses within the BID which includes a current list of businesses participating in the common dumpsters and individual trash;
- Coordinate with the City's Finance Department on BID information distributed to new members, notice of new members, and collection of complete and accurate new member contact information;
- Keep the HPCA website current regarding calendar events, member promotions, meeting notices, merchant information, business landing pages and other information;
- Coordinate the Main Street directory map updates and distribution, including web-based versions;
- Write minutes for HPCA and Committee Meetings when required; and,
- Maintain statistics for the area including sales tax data, lodging numbers and other data points and cross check with events or other activities such as filming.

Amount: \$54,500

Expiration: June 30, 2021



May 29, 2020

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

Mindy:

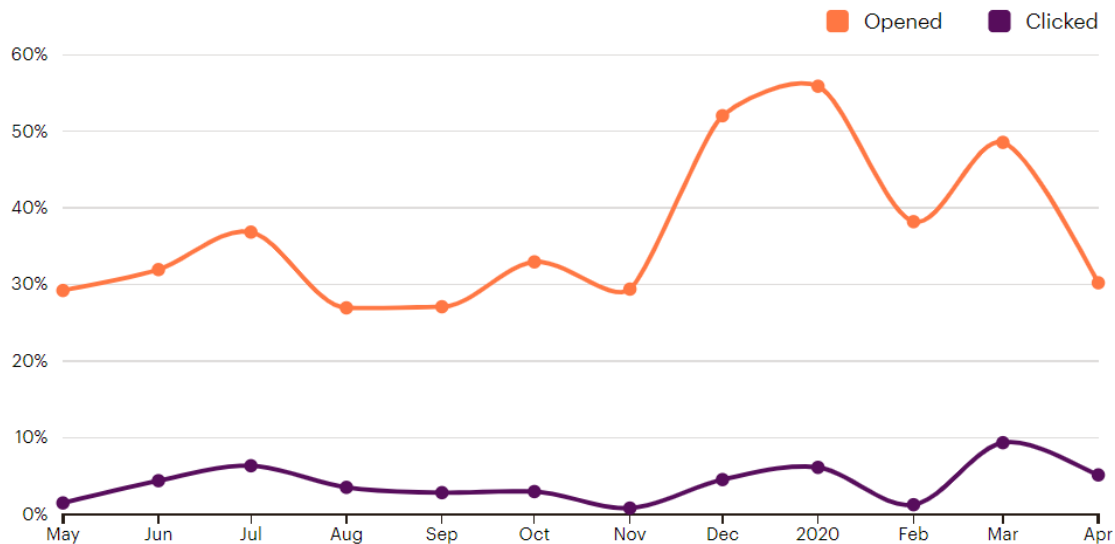
Per the contract between Park City Municipal Corporation (PCMC) and the Historic Park City Alliance (HPCA) signed on September October 16, 2019, the HPCA is required to provide you with a summary as to how the scope of services within the contract were met. Please find such summary below.

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

The HPCA utilizes Mail Chimp for bulk emails to members. The following is a breakdown of the number of emails sent to members. The HPCA no longer curates a monthly newsletter; instead the HPCA communicate pertinent information as it arises.

| FY20      | Number of Emails Sent |
|-----------|-----------------------|
| July      | 4                     |
| August    | 5                     |
| September | 4                     |
| October   | 1                     |
| November  | 5                     |
| December  | 7                     |
| January   | 5                     |
| February  | 1                     |
| March     | 22                    |
| April     | 16                    |
| May       | 21                    |

HPCA has an 40.3% open rate on emails sent to merchants which is higher than the industry standard open rate of 37.2%.



## 1 12 MONTH OVERVIEW OF EMAIL COMMUNICATION

### FY20 Highlights

At the October 15, 2019 Board Meeting the Board of Trustees voted to improve the communication methods as their top goal for FY20. The Board felt improved communications builds a foundation that would benefit all future efforts of the organization.

The membership provided feedback requesting additional email communication leading up to large events. The HPCA now provides an event overview 2 weeks prior to the event. This assists businesses with scheduling and communicating impacts from the events. As the event approaches an email sent each day and is narrowed down to certain topics such as parking, trash, transit service, etc. Members preferred to have emails titled in their inbox to easily access the information.

In November 2020, the HPCA coordinated and confirmed the membership of the organization with the Business License Specialist. The contact database was updated and monthly communication with the Business License Specialist occurs to make sure new businesses have been added.

The HPCA updated its landing page for members. The page now includes important information at the top. Information about events and next Board Meeting date is included in the top-of-page information. Please visit the member landing page using this link. <https://historicparkcityutah.com/members>

During the first eight (8) weeks of the pandemic the HPCA coordinated messaging with the Park City Restaurant Association and Park City Lodging Association. All three organizations were communicating the same messages so the HPCA took the lead on sending emails to members of all three organization and the Restaurant Association kept their website updated with information valuable to all businesses.

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

The HPCA holds Board of Trustee meetings the third Tuesday of every month. There is no meeting in January. At each meeting members can provide input on items not on the agenda at the beginning of the meeting. During the meeting those attending are asked to provide input prior to Board decisions.

When there are items that have an impact on the way merchants conduct business a survey is sent, and the results are used to inform Board decisions.

Prior to the pandemic, the HPCA was holding quarterly open houses for membership, one in the morning and a second scheduled in the evening. Scheduling two meetings at different times of the day draws out different merchants and allows the HPCA to receive the greatest amount of input.

During the pandemic, the HPCA began holding Listening Sessions using Zoom. These discussions were developed for merchants to talk to each other about the issues and solutions they had. A total of seventeen (17) Listening Sessions were held in March and April. Four (4) Listening Sessions were held in May to specifically talk about the Car-free Sunday proposal.

**c. Overview of branding, marketing, and promotions.**

Meisha Ross, Marketing Director, provides a marketing summary for the Board Meeting packet each week. The summary reviews efforts from the past month.

May's Marketing Update that was included within the Board Packet is placed below. To review all Board Meeting Packets for FY20 please use this link. <https://historicparkcityutah.com/members/hpca-board-members-and-meetings-fy20>

Current Marketing Efforts (May)

The Historic Park City Alliance is currently advertising in the Park City area. Advertising outside of the Park City area will resume upon approvals from Summit County.

Current spend is as follows:

**Wasatch Front April**

Social: \$xxx

Display: \$xxx

Total Expected Spend: xxx

This campaign was paused May 1 per Summit County guidelines regarding out of county traffic.

Tactics:

- Print
  - Devour
  - City Guide
  - Big Life
  - Park City Magazine
  - Salt Lake Magazine
- Digital
  - Wasatch Front Social
  - Wasatch Front Digital Display

**Wasatch Back through May 7**

Social: \$xxx

KPCW: \$xxx

PR: \$xxx

Total Expected Spend: \$xxx

Upcoming Tactics:

- Direct Mail
- Additional Social
- Programmatic Display
- Paid Search

## 2021 Summit County Restaurant Tax Grants (recommended for approval to County Council)

### HISTORIC PARK CITY MARKETING AND COMMUNICATIONS      \$106,100 REQUEST

In today's environment it becomes more important than ever to drive regional traffic to Park City. As we rebuild and enter recovery, Historic Park City is well positioned to utilize our market position to drive traffic to support our small business economy. This year's grant application is larger than normal, because we will need to make a larger impact in the market. Historic Park City merchants will see significant impacts to current business closures due to higher rents and costs of doing business as well as the large percentage of small, locally owned businesses on the street. We look to execute several strategic marketing campaigns to support these small businesses.

### HISTORIC PARK CITY EARLY WINTER ACTIVATION      \$155,973.47 REQUEST

In the immediate future, the Historic Park City Alliance believes creating an interactive winter experience will help set Park City apart as visitors plan where to spend their discretionary income. We also expect visitors to be more cost sensitive as we have a path toward recovery. Promoting early season allows us to offer a price sensitive Park City experience. Creating an early season experience unparalleled in other destinations will set Park City up for success by kicking off the winter season with something new and exciting to promote.

While the immediate future is uncertain, we know Park City will rebound and the challenges we have faced in recent times of prosperity will return. Each year, the ski season kicks into high gear the weekend before Christmas. Local businesses are tasked with hiring and training employees in early December, yet they lack comparable business volumes to help employees understand and prepare for the magnitude of business to come.

Historic Park City has partnered with Salt Lake City based WEBB to enhance our winter wonderland experience through the creation of 10-12 customized, interactive snow globes to adorn Historic Park City from November 20 – early January. The Snow Globes will showcase historic Park City winter scenes, iconic community members and feature interactive experiences. Additional weekend programming including the annual Electric Parade, visits from Santa and reindeer, and a life-sized snow globe photo op will be scheduled from November 20 through mid-December. The intent of the program is to encourage visitation to Park City with an artistic, cultural expression of winter in Winter's Favorite Town. The Snow Globes will be strategically placed throughout the historic district to encourage visitors to stroll the entire street while shopping and dining throughout their experience. Additional digital, interactive experiences will be executed to support "Instagrammable experiences."

The concept of this event is derived from a small former steel town, Steubenville, Ohio. In early 2015, business leaders in Steubenville were searching for a way to invigorate their downtown and created the Steubenville Nutcracker Village. The village has grown from its inception in 2015 to now attracting nearly 40,000 visitors annually and ranks among the top holiday events in Ohio. [Source: Pittsburgh Post-Gazette](#)

Park City is already a sought-after destination, yet now more than ever we will need to invigorate visitation in as many ways as possible. Driving additional traffic to town between Thanksgiving and Christmas will help the business community prepare for holiday business volumes while increasing **tourism** and in turn tax revenues. This public art installation brings the Park City Chamber Bureau's tagline, Winter's Favorite Town™ to life using **cultural tourism** to support the business community. The Snow Globes are expected to last 5-7 years allowing the organization to further develop additional **assets** each year while transitioning funding from fabrication to marketing and advertising.

**d. Summary of trash/recycling/waste reduction efforts as a district; and**

Trash and recycling operations remained the same through the Fall of 2019. In December trash began to overflow the dumpsters and many mornings trash was left on the ground. The HPCA reviewed the days of pick-up and changed them to follow the busiest days on the street. Once the schedule was revised there was no longer a trash overflow problem.

The Mobile Recycling Center is funded by Franchise Fees charged by Republic Services on trash bills of the merchants. The mobile center provides two (2) pick-ups a week during shoulder seasons and three (3) day a week pick-up during peak season. Additional days are provided during Sundance. During the pandemic, the service was reduced to once a week.

Republic Services does not provide recycling pick-ups on the weekends. The HPCA saw an overflow occurring each weekend at the cardboard recycling container behind Firewood. The HPCA contracted with The Green Machine to remove cardboard from the dumpster Saturday mornings and provide a second pick-up of materials later in the day. This occurred from the end of December until the start of the pandemic and prevented overflow.

The HPCA's Trash and Recycling Committee began meeting again and new members were added in March of 2020 to add a more diverse voice to the discussions. Up until the end of March the Trash and Recycling Committee was working with PCMC on an RFQ for trash and recycling services. This was to include a pilot program for an increased level of recycling. This effort has been postponed due to the pandemic.

**e. Summary of actions or communications with City and or trash service provider for provision of adequate and efficient notice.**

The HPCA re-activated four (4) committees, marketing, trash and recycling, parking, and events. These committees, besides marketing, included City staff members and Republic Services for trash discussions. This kept them as part of the discussion and allowed feedback that benefited their own operations.

The HPCA provides the information above to meet the conditions of the joint contract between PCMC and HPCA. The HPCA is initiating an audit of FY20 and will provide the City with the full report once complete in July. The HPCA acknowledges that BID funds and Parking Revenue funds will not be distributed until the audit is received and reviewed by PCMC.

We look forward to continuing our working relationship and please let me know if you need clarification on any of the responses.

Best regards,



Alison Kuhlow  
Executive Director

cc. Matt Dias

## FIRST ADDENDUM TO PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS FIRST ADDENDUM is made and entered into in duplicate this 16 day of October, 2019, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and HISTORIC MAIN ST. BUSINESS ALLIANCE, a Utah corporation, d/b/a HISTORIC PARK CITY ALLIANCE, ("Service Provider"), to amend the Park City Municipal Corporation Service Provider/Professional Services Agreement signed and executed by the parties on March 18, 2016, (the "Original Agreement")

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

WHEREAS, the City desires to have Service Provider continue to perform certain services and tasks performed as set forth in the Scope of Services requiring specialized skills and other supportive capabilities within the terms of the Original Agreement per the Agreement's extension provision and to add to the Scope of Services as stated below; and

WHEREAS, this First Addendum is to exercise the option to renew for one (1) additional year of services beginning July 1, 2019, terminating on June 30, 2020.

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 parties agree that the Original Agreement shall be extended for one (1) additional year of services beginning July 1, 2019, terminating on June 30, 2020, (the "Extended Term").
- b. **SCOPE OF SERVICES.** The parties agree to the Additional Scope of Services attached hereto as Exhibit "A" and made a part hereof.
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 21 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

  
\_\_\_\_\_  
Diane Foster, City Manager

*Matthews / ACM*

Attest:

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



Approved as to form:

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



HISTORIC MAIN ST. BUSINESS ALLIANCE,  
a Utah corporation, d/b/a HISTORIC PARK  
CITY ALLIANCE  
PO Box 1348  
Park City UT 84060

Tax ID#: 81-0629176  
PC Business License# BL B-007289

Signature

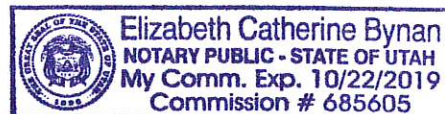
Printed name

Title

STATE OF UTAH           )  
                                  ) ss.  
COUNTY OF SUMMIT    )

On this 4 day of September, 2019, personally appeared before me  
[Signature], 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 Board Member (title or office) of HISTORIC MAIN ST.  
BUSINESS ALLIANCE, a Utah corporation, d/b/a HISTORIC PARK CITY ALLIANCE, by  
Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that  
he/she signed it voluntarily for its stated purpose as Board Member (title)  
for the corporation.

Notary Public



## EXHIBIT "A"

### ADDITIONAL SCOPE OF SERVICES

- A. In collaboration with the City, provide communication to all the Main Street merchants and employees through various channels (i.e., newsletter, emails, phone calls, social media, merchant to merchant noticing and meetings) including, but not limited to: Special Event(s), parking, construction, trash/recycling, security and other City processes, information or surveys (i.e., Municipal Code amendments) that may impact the Main Street area. Provide bi-annually, an updated contact list for each business. Provide a protocol or best practices approach for member engagement and outreach to be submitted by May 31 each year.
- B. Responsible for gathering merchant feedback and providing an overview to appropriate City staff or City Council as needed.
- C. Provide branding, marketing and advertising for BID businesses and the Historic Main Street area. Provide annual updated Branding and Marketing Plan by May 31 each year.
- D. Provide communication to Main Street area businesses regarding trash services for the Park City Historic Business Improvement District (BID) and work with City staff to evaluate the program, specifically related to renewal of the service contract with the solid waste hauler. Act as the primary point of contact between the City, solid waste service provider and Main Street merchants, including but not limited to, lack of service issues, etc.
- E. The City requires that the Service Provider present updates to City staff on the following metrics. Perpetuation of this service provider contract is contingent upon the satisfactory execution of the scope of services, which is in part determined by the achievement of the goals specified here:
  - 1. HPCA agrees to keep and maintain its financial books and records in accordance with generally accepted accounting principles. The City or its independent auditor reserves the right to conduct its own annual audit of the financial books with respect to funds received from the City and records at reasonable times and places during ordinary business hours, provided that thirty (30) days written notice of the audit is provided to HPCA and such notice contains reasonable explanation for the audit. Any audit performed by Park City pursuant to this Agreement shall be performed at Park City's sole expense. If the BID collections have not been used as agreed herein, the City shall be entitled to a full or partial refund of the amount. The City agrees to provide HPCA with the BID collections report no later than March 31 of each year and an additional report at June 30. HPCA agrees to provide a line-item accounting of all

revenues received from the City and all corresponding expenses incurred that shows how BID funds were spent, an annual budget, and a copy of latest Form 990 submitted to the Finance Manager or designee by no later than May 31 of each year.

2. Annually provide a summary to the Finance Manager by May 31, of how each of the services in the scope of services was met. Summary should include but is not limited to the following:
  - a. Summary of communication efforts regarding events, parking, construction, updated contact info for businesses, etc.;
  - b. Summary of amount and types of gathering merchant input;
  - c. Overview of branding, marketing and promotions;
  - d. Summary of trash/recycling/waste reduction efforts as a district; and
  - e. Summary of actions or communications with City and or trash service provider for provision of adequate and efficient service delivery.
3. Hold quarterly trash/recycling meetings with the Trash and Recycling Committee to evaluate the program and monitor the shared account billing rates. Provide an agenda and summary of each meeting.
4. Provide the City with an electronic informational hand-out to be given to newly licensed businesses within the BID boundaries that includes HPCA contact information submitted to the Finance Manager or designee by no later than September 1, 2019.





HISTMAI-01

WSMITH

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                             |                                                                                  |               |
|---------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|---------------|
| <b>PRODUCER</b><br>SentryWest Insurance<br>3860 South 2300 East<br>Salt Lake City, UT 84109 | <b>CONTACT NAME:</b>                                                             |               |
|                                                                                             | <b>PHONE (A/C, No, Ext):</b> (801) 272-8468 <b>FAX (A/C, No):</b> (801) 277-3511 |               |
|                                                                                             | <b>E-MAIL ADDRESS:</b> eoi@sentrywest.com                                        |               |
|                                                                                             | <b>INSURER(S) AFFORDING COVERAGE</b>                                             | <b>NAIC #</b> |
|                                                                                             | <b>INSURER A:</b> Philadelphia Indemnity Ins. Co                                 |               |
|                                                                                             | <b>INSURER B:</b> WCF Mutual Insurance Company                                   |               |
|                                                                                             | <b>INSURER C:</b>                                                                |               |
|                                                                                             | <b>INSURER D:</b>                                                                |               |
|                                                                                             | <b>INSURER E:</b>                                                                |               |
|                                                                                             | <b>INSURER F:</b>                                                                |               |

**INSURED**  
Historic Main Street Business Alliance  
dba: Historic Park City Alliance  
PO Box 1348  
Park City, UT 84060

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                            | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                   |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: |           |          | PHPK2044731   | 10/1/2019               | 10/1/2020               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 3,000,000<br>PRODUCTS - COMP/OP AGG \$ 3,000,000 |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                                  |           |          | PHPK2044731   | 10/1/2019               | 10/1/2020               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                                             |           |          | PHUB695870    | 10/1/2019               | 10/1/2020               | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 1,000,000                                                                                                                                                                                   |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below<br>Y/N <input checked="" type="checkbox"/> N                                                                                                   |           | N/A      | 4019486       | 8/20/2019               | 8/20/2020               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000                                      |
| A        | <b>Professional Liab.</b>                                                                                                                                                                                                                                                                                                                    |           |          | PHPK2044731   | 10/1/2019               | 10/1/2020               | Each Incident \$ 1,000,000                                                                                                                                                                                                               |
| A        | <b>Professional Liab.</b>                                                                                                                                                                                                                                                                                                                    |           |          | PHPK2044731   | 10/1/2019               | 10/1/2020               | Aggregate \$ 3,000,000                                                                                                                                                                                                                   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate holder is named as additional insured.

## CERTIFICATE HOLDER

Park City Municipal Corporation  
PO Box 1480  
Park City, UT 84060

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

## **Council Agenda Item Report**

Meeting Date: June 25, 2020

Submitted by: Jason Glidden

Submitting Department: Community Development

Item Type: Staff Report

Agenda Section:

---

### **Subject:**

Request to Authorize the City Manager to Enter into a Purchase Agreement for the Affordable Housing Unit Located at 2064 Snow Creek Lane for \$350,000 in a Form Approved by the City Attorney, with the Intent to Sell the Unit to a Qualified Buyer for \$345,000

### **Suggested Action:**

### **Attachments:**

[2064 Snow Creek Lane Staff Report](#)

[Exhibit A: 2064 Snow Creek Lane Purchase Agreement](#)



## City Council Staff Report

**Subject: Purchase of 2064 Snow Creek Lane**

**Author: Jason Glidden**

**Department: Community Development**

**Date: June 25th, 2020**

**Type of Item: Administrative**

### Recommendation

Approve a purchase agreement for the affordable unit located at 2064 Snow Creek Lane for \$350,000, in a form approved by the City Attorney. The City would then resell the unit to a qualified buyer for \$345,000 or retain the unit and add it to the City's rental pool.

### Background

The 2064 Snow Creek Lane was purchased by the current owner in June of 2010. Throughout the last year, a creditor of the owner obtained a court order for a sheriff's sale of the unit. In April 2020, the owner filed Chapter 7 Bankruptcy and, as part of that process, the sheriff's sale was cancelled. Housing staff requested that the City Attorney's office identify possible options for the City in order to protect the deed restrictions on the unit, and a purchase was deemed preferable.

### Analysis

The deed restrictions on the unit were originally recorded with the sale of the property in 2010 and have not been updated to contain language that protects the deed restrictions in the event of a bankruptcy or foreclosure. After discussions with the attorney for the bankruptcy trustee, staff was able to negotiate the purchase from the bankruptcy trustee for \$350,000.

The current maximum resale value based on the deed restrictions is around \$306,000. If the City were to purchase the unit, it would not be subject to the re-sale price restrictions. Thus, the City might choose to sell the unit at \$306,000 and subsidize the purchase price, or we could choose to sell at a higher price in an effort to reduce the amount of subsidy for the purchase. The recommended resale price of \$345,000 is at the 80% Area Median Income (AMI) for Summit County. Conversely, Council could choose another resale amount altogether. These affordable units, in particular, are some of the most desirable in our housing program given their central location and quality construction. This would be the first unit to become available since the city originally sold the units in 2010.

The bankruptcy trustee based the purchase price around the outstanding debt owed on the unit. The trustee believes that the bankruptcy court will approve the purchase price of \$350,000, and the trustee will cover their fees and costs. The unit owner also takes \$42,000 under the homestead exemption law. This law allows for a person filing for bankruptcy to protect a portion of home equity if the home is their primary residence.

The purchase agreement (Exhibit A) provides the City the right to inspect the property prior to the purchase being completed and, if large issues are discovered, the City has

the right to cancel the agreement without penalty. The City will also have the ability to get clean title to the unit, with no liens or rights of any third party, prior to closing,

### **Funding**

The funding to purchase this unit would come from the affordable housing fund. It is expected that the City would resell the unit and credit the revenue of the sale back to the fund. The resale amount would be entirely up to City Council.

### **Recommendation**

Staff is recommending that the City enter into a purchase agreement the property for a price of \$350,000, in a form approved by the City Attorney, then selling the unit at a price of \$345,000 to a qualified buyer.

### **Attachments**

Exhibit A – Purchase Agreement for 2064 Snow Creek Lane

## **PURCHASE AGREEMENT**

**THIS PURCHASE AGREEMENT** (“the Agreement”) is made and entered into as of the \_\_\_\_ day of June, 2020, by and between Stephen W. Rupp, as trustee of the Chapter 7 bankruptcy estate of David Nicholls (“the Trustee” or “the Seller”), and Park City Municipal Corporation, a political subdivision of the State of Utah (“the City”). The Trustee and the City are sometimes referred to herein individually as a “Party” or collectively as “the Parties.”

### **RECITALS**

A. On December 13, 2019 (“the Date of Petition”), Debtor David Nicholls (“the Debtor”) filed a voluntary petition for relief under Chapter 7 of the bankruptcy code in the United States Bankruptcy Court for the District of Utah, Central Division (the “Bankruptcy Court”), resulting in bankruptcy case 19-29131 (“the Bankruptcy Case”).

B. The Trustee is the duly appointed, qualified, and acting Trustee of the Chapter 7 bankruptcy estate of the Debtor.

C. As of the Date of Petition, the Debtor was the owner of certain real property located at 2064 Snow Creek Lane in Park City, Utah (“the Property”) that is further described as follows:

Unit 2064, SNOW CREEK COTTAGES, a Utah Condominium Project, together with its Appurtenant undivided ownership interest in and to the Common Areas and Facilities, as Established and described in the Condominium Plat recorded April 20, 2010 as Entry No. 896386; and in the Declaration of Condominium for Snow Creek Cottages recorded April 20, 2010 as Entry No. 896387 in Book 2028 at page 1543, and Amendment to the Declaration of Condominium recorded June 29, 2010 as Entry No. 902019 in Book 2038 at Page 451, records of Summit County, Utah.

SCCC-2064

D. The Debtor’s interest in the Property is property of his bankruptcy estate.

E. The City has an option to purchase the Property pursuant to recorded deed restrictions.

F. The Trustee desires to sell, and the City desires to purchase, the bankruptcy estate’s interest in the Property.

**NOW, THEREFORE**, in consideration of the foregoing recitals of fact, and subject to the approval of the Bankruptcy Court in the Bankruptcy Case, the Parties hereto agree as follows:



1. Effectiveness of Agreement. This Agreement shall become effective upon the entry of an order by the Bankruptcy Court approving this Agreement. The date of entry of the Bankruptcy Court's order approving this Agreement is herein referred to as the "Effective Date." The Trustee shall promptly file a motion with the Bankruptcy Court seeking approval of this Agreement and provide notice to all parties entitled to such notice.

2. Inspection by City. This Agreement is subject to the City's right to inspect the Property after the Effective Date and prior to closing. The Trustee agrees to use his best efforts to obtain the Debtor's cooperation in scheduling a date and time for the inspection ("the Inspection Date") and permitting access to the Property, to the extent that the Debtor remains in possession of the Property after the Effective Date.

3. Purchase Amount. Subject to the City's approval of the Property upon inspection, the City agrees to pay, and the Trustee agrees to accept on behalf of the Debtor's bankruptcy estate, the sum of Three Hundred Fifty Thousand Dollars (\$350,000.00) in exchange for a Trustee's Deed conveying the Property to the City or its designee.

4. Not Subject to Higher & Better Offers. This Agreement is not subject to higher and better offers.

5. Settlement & Closing. Settlement and closing of the transaction contemplated by this Agreement shall be accomplished through a title/escrow company selected by the City within ten (10) days of the Inspection Date. Unless otherwise agreed to in writing, the parties shall each pay their respective fees charged by the title/escrow company for its services. Title insurance shall be the responsibility of the City.

6. Payments at Closing. The parties agree to authorize the title/escrow company to obtain payoffs for any trust deeds, liens, and judgments against the Property and to withhold sufficient funds from the Seller's proceeds at closing to satisfy the same. All prorations, including homeowner's association dues, utility charges, and property taxes for the current year, shall be made as of the closing date.

7. As Is, Where Is. The City acknowledges that the bankruptcy estate's interest in the Property is being sold in "as in" condition, with no warranties, expressed or implied.

8. Notice to Debtor. The Trustee agrees to give notice to the Debtor of this Agreement and, upon the Effective Date, shall provide further notice to the Debtor to vacate and turn over the Property to the extent that he continues in possession.

9. Governing Law. This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with and governed by the laws of the State of Utah, except to the extent such laws are superseded by the laws of the United States of America, and in such instances, the laws of the United States shall control.

10. Retention of Jurisdiction. The Bankruptcy Court shall retain exclusive jurisdiction to adjudicate any controversy, dispute, or claim arising out of or in connection with this Agreement, or the breach, termination, or validity thereof.

11. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Furthermore, all other provisions not so prohibited or unenforceable shall remain effective.

12. Captions. The captions and headings are for reference and convenience only and shall not affect the construction or interpretation of any of the terms of this Agreement.

13. No Inducement. The Parties represent, warrant, and agree that upon executing and entering into this Agreement, they, and each of them, are not relying upon and have not relied upon any representation, promise, or statement made by anyone which is not recited, contained, or embodied in this Agreement.

14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same Agreement. Facsimile or e-mailed signatures by PDF shall have the same force and effect as original signatures.

**IN WITNESS WHEREOF**, the Parties hereto execute this Agreement as follows:

**TRUSTEE**

**PARK CITY**

\_\_\_\_\_  
Stephen W. Rupp  
Trustee of the Bankruptcy Estate of David  
Nicholls

\_\_\_\_\_  
By: \_\_\_\_\_  
(print)

Its: \_\_\_\_\_

## **Council Agenda Item Report**

Meeting Date: June 25, 2020

Submitted by: Heinrich Deters

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

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### **Subject:**

Request to Authorize the City Manager to Enter into Professional Service Provider Agreements with Green Leaf in the Amount of \$70,000, and with Jesus Rea Landscaping in the Amount of \$90,000, for a Total Amount of \$160,000 for Noxious Weed Abatement, in a Form Approved by the City Attorney

### **Suggested Action:**

### **Attachments:**

[2020 Noxious Weed Control Contracts Staff Report](#)

## City Council Staff Report

**Subject: 2020 Noxious Weed Abatement- Award of Contract**

**Author: Logan Jones**

**Department: Sustainability**

**Date: June 25, 2020**

**Type of Item: Administrative - Contract Award**

### Recommendation

Authorize the City Manager to enter into two (2) Professional Service Provider Agreements, totaling One Hundred Sixty Thousand Dollars (\$160,000), for noxious weed abatement, in a form approved by the City Attorney. The Contractors and specific contract amounts are as follows:

- **Herbicide Control**  
Green Leaf: \$70,000
- **Mechanical Control**  
Jesus Rea Landscaping: \$90,000

### Background

Park City Municipal Corporation (PCMC) currently manages over 5,000 acres of open space. Given the recent open space purchases, staff continues to work diligently to increase efficiency of weed control work so budgets can remain close to current levels. Noxious weeds represent a significant maintenance aspect of owning open space. Weeds are a threat to our environment and for decades the City has worked to control their spread and negative impacts to wildlife, natural resources and recreational assets consistent with City, County and State Ordinances.

On May 4<sup>th</sup>, 2019, staff advertised request for proposals (RFPs) for both mechanical (hand pulling) and herbicide (chemical) control methods of noxious weeds. On May 14<sup>th</sup>, staff received eleven (11) proposals. On May 15<sup>th</sup>, a selection committee met to review the proposals and identified Jesus Rea Landscaping and Green Leaf as the most qualified organizations with the most availability. Bids submitted through the RFP process were good through July 1, 2020.

### Analysis

The City created an administrative noxious weed plan (2015) that provides the blueprint for monitoring, compliance and best management practices associated with mitigation efforts. Additionally, request for proposals and related procurement aspects reflect required permitting and management oversight of implementing the summer program. Finally, PCMC staff continues to explore mitigation options which are cost efficient and sustainable. Recent examples of these efforts include the following:

- Expanded grazing on the McPolin Farm Open Space
- Virginia Mining Claim Revegetation Project
- Round Valley Way Revegetation and Biological (bugs) Project
- SR 248 Pastures Revegetation Project

## **Funding**

Funding associated with noxious weed abatement comes from two sources:

1. Open Space Maintenance Budget
2. Invasive Species Mitigation (ISM) Grants

### **Grant Funding**

In order to maximize impact with existing budgets, staff diligently seeks grant funding each weed season. This year PCMC received \$20,863 in grant funds for revegetation projects.

Additionally, PCMC in conjunction with Summit County, Snyderville Basin Special Recreation District, Deer Valley and Park City Mountain, received a \$200,000 grant specific to garlic mustard and spotted knapweed control. Working as a team, grant partners prioritize weed issues throughout their properties and control weeds with the help of the grant funded contractors.

### **Open Space Maintenance Budget**

Funding for control efforts has traditionally come from the Open Space Maintenance budget. Noxious weed abatement does however vary annually due to several factors, including precipitation, temperature, snow pack and changes associated with germination of species.

## **Recommendation**

Authorize the City Manager to enter into two (2) Professional Service Provider Agreements, totaling One Hundred Sixty Thousand Dollars (\$160,000), for noxious weed abatement, in a form approved by the City Attorney. The Contractors and specific contract amounts are as follows:

- **Herbicide Control**

Green Leaf: \$70,000

- **Mechanical Control**

Jesus Rea Landscaping: \$90,000

## **Council Agenda Item Report**

Meeting Date: June 25, 2020

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Resolution

Agenda Section:

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### **Subject:**

Discuss City Manager Protocol Requiring City Employees to Wear Face Masks; Consideration of City Council Resolution 16-2020, a Resolution Requiring All Individuals Living within, or Visiting, Park City to Wear Face Coverings under Specified Circumstances  
(A) Public Hearing (B) Action

### **Suggested Action:**

### **Attachments:**

## City Council Staff Report



**Subject:** Land Management Code Amendment  
**Application:** PL-20-04459  
**Author:** Rebecca Ward  
**Date:** June 25, 2020  
**Type of Item:** Legislative

### Summary Recommendations

Staff recommends the City Council (1) review a Land Management Code amendment to allow the alternate Board of Adjustment member to count toward a quorum, (2) hold a public hearing, and (3) consider approving Ordinance 2020-30, attached as Exhibit A.

### Description

**Applicant:** Planning Department  
**Proposal:** Amend Land Management Code § 15-10-5,  
*Board of Adjustment Organization*  
**Reason for Review:** Land Management Code amendments require Commission review and recommendation and Council review and action

### Acronyms

BOA Board of Adjustment  
LMC Land Management Code

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

### Background

The proposed Land Management Code (LMC) amendment aims to streamline the appeal and variance process by allowing the alternate Board of Adjustment (BOA) member to count toward a quorum.

On May 13, 2020, five Planning Commissioners voted to forward a positive recommendation to the City Council ([Staff Report](#); [Meeting Minutes](#), p. 19-21). One Planning Commissioner was excused from the meeting and did not vote.

### Analysis

The Mayor appoints five members and one non-voting alternate to the BOA, the City's land use appeal and variance authority. The state establishes a quorum of a public body as "a simple majority of the membership of a public body, unless otherwise defined by applicable law."<sup>1</sup> The LMC requires at least three BOA members to form a quorum. The non-voting alternate may vote when a regular BOA member is absent.<sup>2</sup> However, the LMC limits the non-voting alternate from counting toward a quorum.<sup>3</sup>

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<sup>1</sup> Utah Code [§ 52-4-103\(11\)](#).

<sup>2</sup> LMC [§ 15-10-1](#).

<sup>3</sup> LMC [§ 15-10-5](#).

Finding a date when three of the five BOA members are available to form a quorum can be challenging, especially because the BOA does not have regularly scheduled meetings. To help provide appeal and variance applicants—as well as the BOA members—more scheduling options, staff recommends amending the LMC so the non-voting alternate can count toward a BOA quorum:

#### **15-10-5 Organization**

- A. **CHAIR**. The Board of Adjustment shall elect one of its members to serve as Chair for a term of two (2) years at its first meeting following the date of expiration of terms in June. The Chair may be elected to serve for one (1) consecutive additional term, but not for more than two (2) successive terms. If the Chair is absent from any meeting where a quorum would otherwise exist, the members may appoint a Chair Pro Tem to act as Chair solely at that meeting.
- B. **QUORUM**. No business shall be conducted unless at least three (3) members of the Board[, not counting the alternate,] are present.

#### **Department Review**

The Planning, Engineering, and Legal Departments reviewed this application.

#### **Notice**

Staff published notice on the City's website and the Utah Public Notice website on April 29, 2020. The *Park Record* published notice on April 29, 2020.

#### **Public Input**

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

#### **Exhibits**

Attachment 1 – Ordinance

Exhibit A: Redlines



**Attachment 1 –  
Ordinance No. 2020-30**

**AN ORDINANCE AMENDING LAND MANAGEMENT CODE § 15-10-5  
TO ALLOW THE ALTERNATE BOARD OF ADJUSTMENT MEMBER  
TO COUNT TOWARD A QUORUM**

WHEREAS, the Land Management Code was adopted by the City Council of Park City, Utah, to promote the health, safety, and welfare of the residents, visitors, and property owners of Park City;

WHEREAS, the Land Management Code implements the goals, objectives, and policies of the Park City General Plan to maintain the quality of life and experiences for City residents and visitors;

WHEREAS, Land Management Code Chapter 15-10 establishes the Board of Adjustment as the City's land use appeal and variance authority;

WHEREAS, the Mayor appoints five members and one non-voting alternate to the Board of Adjustment with the advice and consent of the City Council;

WHEREAS, at least three Board of Adjustment members form a quorum;

WHEREAS, the alternate may vote when a regular member is absent, but the alternate cannot count toward a quorum;

WHEREAS, the Board of Adjustment does not have regularly scheduled meetings and it can be difficult to establish a quorum to hold meetings for land use appeal and variance applicants;

WHEREAS, it is in the best interest of Park City, Utah, to amend Land Management Code § 15-10-5 to allow the alternate to count toward a quorum in order to ensure that meetings for appeals and variances may be timely scheduled;

WHEREAS, the Planning Commission duly noticed and conducted a public hearing on May 13, 2020, and forwarded a positive recommendation to City Council;

WHEREAS, the City Council duly noticed and conducted a public hearing on June 25, 2020.

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

SECTION 1. LAND MANAGEMENT CODE § 15-10-5, ORGANIZATION. The recitals above are incorporated herein as findings of fact. Section 15-10-5 of the Land Management Code of Park City is hereby amended as outlined in Exhibit A.

SECTION 2. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED this 25<sup>th</sup> day of June, 2020

PARK CITY MUNICIPAL CORPORATION

\_\_\_\_\_  
Andy Beerman, Mayor

Attest:

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

Approved as to form:

\_\_\_\_\_  
Mark Harrington, City Attorney

EXHIBIT A

1 Section 15-10-5 is amended to read:

2 **15-10-5 Organization**

- 3 A. **CHAIR**. The Board of Adjustment shall elect one of its members to serve as Chair for a term of  
4 two (2) years at its first meeting following the date of expiration of terms in June. The Chair may  
5 be elected to serve for one (1) consecutive additional term, but not for more than two (2)  
6 successive terms. If the Chair is absent from any meeting where a quorum would otherwise  
7 exist, the members may appoint a Chair Pro Tem to act as Chair solely at that meeting.
- 8 B. **QUORUM**. No business shall be conducted unless at least three (3) members of the Board [~~, not~~  
9 ~~counting the alternate,~~] are present.

## City Council Staff Report



**Subject:** 5000 Royal Street  
**Project Number:** PL-19-04374  
**Author:** Alexandra Ananth - Senior Planner  
**Date:** June 25, 2020  
**Type of Item:** Administrative – Proposed 15-Lot Subdivision

### Summary Recommendations

Staff recommends the City Council hold a public hearing for the proposed Huntsman Estates, a “Major” Subdivision, located at 5000 Royal Street, and consider approving the Subdivision Plat, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval, as found in the attached Ordinance.

### Description

**Applicant:** DV Lodge, LLC, represented by Rory Murphy  
**Location:** 5000 Royal Street  
**Zoning District:** Residential Development (RD), Deer Valley MPD  
**Adjacent Land Uses:** Residential- Single Family Dwellings, Open Space  
**Reason for Review:** Subdivision Plats Require Planning Commission Review and City Council Action

### Executive Summary/Proposal

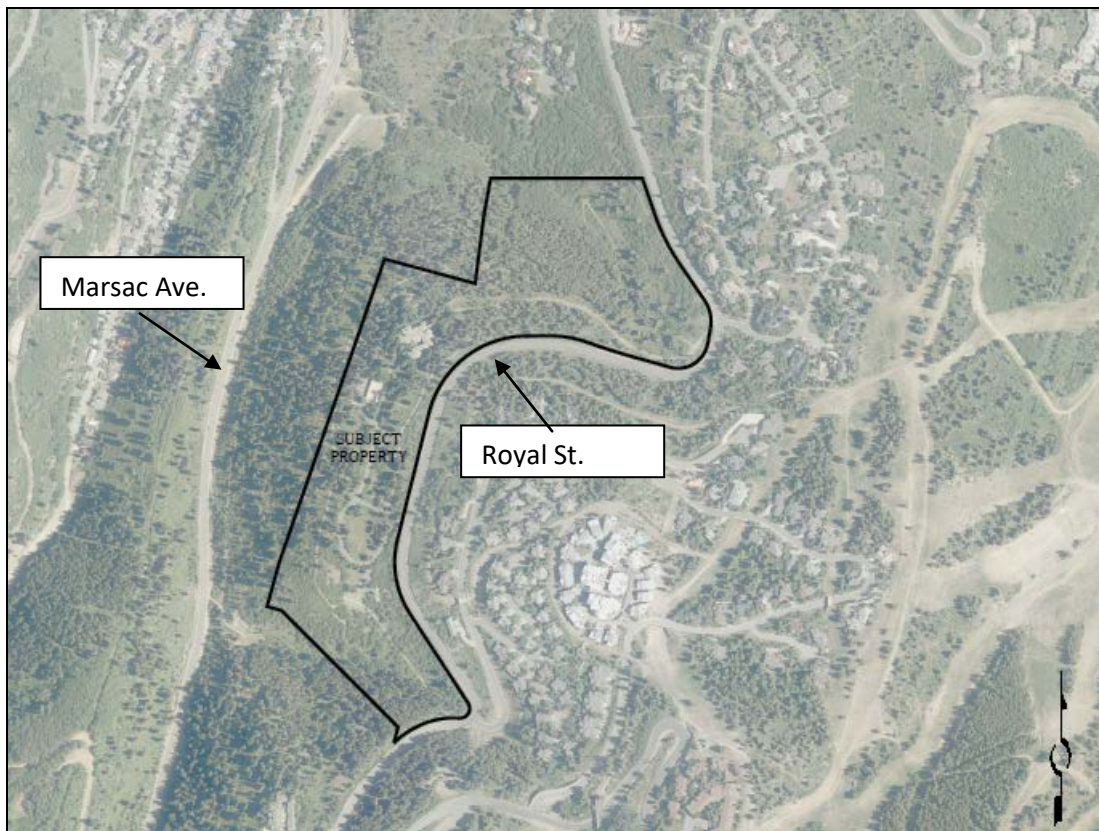
The applicant is proposing to create a fifteen lot (15-lot) Subdivision to be known as Huntsman Estates, from a 40.69 acre site (Exhibits B and C). The site is located in the Residential Development District (RD) and is also within the Deer Valley Master Planned Development (DV MPD) where it is assigned 15 Units of density (Exhibit D). The site lies between Marsac Avenue and Royal Street southeast and uphill of the runaway truck ramp off of Marsac Avenue. Adjacent Subdivisions include American Flag to the north and Belleterre to the east. The property is heavily wooded and has one pre-existing Single Family Dwelling that will remain and occupy one of the proposed parcels, utilizing one (1) of the 15 Units of density.

The Planning Commission held a Work Session on this project on February 12, 2020, (Exhibits E and F, Staff Report and Minutes), and a Public Hearing on May 27, 2020, (Exhibits G & H Staff Report and Minutes). At the May public hearing the Planning Commission voted unanimously to forward a positive recommendation to the City Council for consideration.

It should be noted that there may be a second, or future phase, to this project. The current application, Phase 1, consists of the 15-lot subdivision with two lots reserved for potential additional density. For the purposes of this application these potential additional lots are shown on the site plan but are part of Lot 12. Phase 2 was discussed at the February 2020 Work Session and involves the transfer of density from an adjacently owned 20 acre parcel into the subject property. Employee and/or Affordable

Housing obligations for this parcel were satisfied within the Deer Valley MPD and the proposed Subdivision does not change the obligations.

Phase 2 also requires an amendment to the Deer Valley MPD to incorporate the adjacent parcel into the MPD. This is expected to take some time, and is why the applicant would like to proceed with Phase 1 only, at the present time. The Planning Commission expressed support for Phase 2 at the February Work Session subject to the applicant submitting a Sensitive Lands Analysis and agreeing to donate this adjacent parcel to the City to be used as Recreation and Open Space. Deer Valley has also expressed conceptual support for this transfer. The Planning Department believes this is worth pursuing in exchange for City ownership of this parcel as Recreation and Open Space so that this heavily wooded and very visible site adjacent to Marsac Avenue remains undeveloped in perpetuity. This parcel is located within the [Sensitive Lands Overlay Zone](#) (SLO Zone), and contains trails used by the public and wildlife habitat.



**Figure 1: Subject Property located between Royal Street and Marsac Avenue**

### **Background**

The proposed Subdivision is located in the RD Zoning District which allows for a maximum Density of three (3) units per acre. However, the site is also located within the Deer Valley Large Scale Master Planned Development Permit (DV MPD) which overlays additional development requirements and restrictions on the property.

The parcel has a long history and appears to be incorporated into the Deer Valley Second Amended and Restated Special Exception Permit dated January 27, 1982. In this Second Amendment the property is referred to at the Bench Single Family Parcel and has a Density Range of 35-36 Units in Exhibit 2 of the MPD. On May 12, 1982, the property was approved by the Planning Commission for a 34-lot Subdivision (Exhibit I) known as the Westview Subdivision which was approved and platted. A road was subsequently graded in, but no further improvements were installed.

The property was purchased by the Huntsman Family in 1987, and the Planning Commission approved 1) the vacation of the 1982 Westview Subdivision Plat; and 2) a 15 Unit Conceptual MPD (which continues to be known as the Westview MPD) for a family compound of up to 15 Units (Exhibit J). The Huntsman Family subsequently built a family estate on the property utilizing one (1) Unit, however, the 15 Unit entitlement remains intact with 14 development Unit entitlements remaining.

The current use of the site includes one large existing residence (approximately 22,000 square feet) and accessory buildings including a 1,000 square foot carriage house and a 6,000 square foot underground parking garage.

### Analysis

The proposed Major Subdivision has been reviewed for compliance with the following Land Management Code Sections: [15-2.13](#) Residential Development (RD) District; [15-7](#) Subdivision General Provisions; [15-7.1](#) Subdivision Procedures; [15-7.3](#) Requirements For Improvements, Reservations and Design; [15-12-15\(B\)\(4\)](#) Subdivision Approval; and [15-12-15\(B\)\(9\)](#) Subdivision and Condominium Plat and Plat Amendment Review as well as the Deer Valley MPD.

The proposed Huntsman Estates Subdivision Plat creates fifteen (15) Lots of record from the existing site and one Common Area parcel. All of the proposed lots meet the Lot and Site Requirements of the RD District and the Deer Valley MPD.

Condition of Approval # 13, requires that the applicant post a bond of \$25,000 prior to plat recording, for the construction of a new trail connection between the intersection of the Lookout and Rossi Hill Trails and Royal Street. This new trail would provide a connection for alternative forms of transportation between Old Town and Deer Valley.

### House Size

Although there is no Maximum House Size limitations within the Deer Valley MPD for this parcel (provided that following construction, the parcel contains a minimum of 60% Open Space and otherwise complies with the Deer Valley MPD and all applicable zoning regulations), the Planning Commission has the authority to designate maximum house sizes to ensure Compatibility with the surrounding neighborhood (LMC Section [15-7.3-3\(C\), Square Footage](#)). The Planning Commission, however, did not choose to set a maximum house size for this subdivision.

Not including the existing Huntsman house (approximately 22,000 SF), the average size of the homes in the adjacent Belleterre and Flagstaff neighborhoods (which also have similar lot sizes to the proposed Subdivision) is approximately 7,000 square feet. If we were to assume development of the remaining 14 Huntsman Units at 7,000 square feet this would equate to 98,000 square feet of development (or 2.25 acres of new development) on the 40 acre parcel. If average house size increased to 10,000 square feet this would equate to 140,000 square feet of development.

The applicant expressed concern with voluntarily limiting house size as they feel that it will impact the economics of the project and has not been done in other single-family subdivisions in the Deer Valley MPD. The applicant submitted a list of all of the lots in the single-family neighborhoods in Deer Valley and the corresponding square footages of the houses built on them. Of the 178 existing homes in the six Deer Valley single-family neighborhoods, 23 homes exceed 10,000. While American Flag has the lowest average home size at 6,330 square feet per lot, the Bald Eagle and Red Cloud subdivision have significantly larger average home sizes at 9,120 and 11,490 square feet respectively.

The applicant has identified Limits of Disturbance (LOD) on the proposed lots which takes into account front and side setbacks. These proposed LODs range from 9,148 square feet to 25,265 square feet, based on lot size, with the average LOD being 13,130 square feet (Exhibit M).

Although the Planning Department believes the proposed LODs are on the large size, we acknowledge that LODs do not equate to footprint or building size and that maximum house size restrictions have not been placed on other single-family subdivisions in Deer Valley in the past. We also acknowledge that the proposed LODs are set towards the front of the lots in order to minimize driveways and tree removal and the Ridge Line is protected from development. The LOD Exhibit estimates Open Space to be at least 88% based on the proposed LOD Areas inclusive of the large house on Lot 12.

For more information/analysis see the May Planning Commission Staff Report (Exhibit E).

#### **Consistency with the 2014 Park City General Plan**

The Upper Deer Valley Neighborhood was platted within the Deer Valley Master Plan to create a limited number of single family homes as well as clustered multifamily and hotel development in this resort oriented neighborhood. Housing in this neighborhood is primarily used as second homes as well as nightly rentals supporting this resort neighborhood. Development clusters exist within pods and each pod is surrounded by recreation open space. An extensive single track trail system provides for hiking and biking in the summer and connects Deer Valley to the Main Street Area. The proposed subdivision is consistent with the density allowed in the Deer Valley MPD.

Access from Marsac Avenue and Royal Street provides connections to the Main Street Area. This project will create an on call van service program that will support carpooling



to the ski slopes and the Main Street area, particularly during peak periods. This is Condition of Approval # 15.

### **Public Input**

The minutes from the February Work Session and the May public hearing are attached as Exhibits F and H. Other public input received are attached as Exhibit R.

### **Process**

This application is considered a Major Subdivision as it contains more than four (4) Lots. The Planning Commission waived the Preliminary Plat requirement and recommends the proposed subdivision as the Final Plat.

The approval of this Subdivision application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC § [15-1-18](#).

### **Significant Impacts**

There are no significant impacts from this application that have not been mitigated through careful planning and Conditions of Approval.

### **Recommendation**

Staff recommends the City Council hold a public hearing for the proposed Huntsman Estates, a “Major” Subdivision located at 5000 Royal Street, and consider approving the Subdivision Plat based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the attached Ordinance.

### **Exhibits**

|            |                                                                 |
|------------|-----------------------------------------------------------------|
| Exhibit A: | Ordinance                                                       |
| Exhibit B: | Applicant's Letter of Intent/Description of the Project         |
| Exhibit C: | Huntsman Estates Proposed Subdivision Plat                      |
| Exhibit D: | Deer Valley Resort Twelfth Amended and Restated Large Scale MPD |
| Exhibit E: | Planning Commission Work Session Staff Report 2/12/2020         |
| Exhibit F: | February 12, 2020 Planning Commission Work Session Minutes      |
| Exhibit G: | Planning Commission Work Session Staff Report 5/13/2020         |
| Exhibit H: | May 27, 2020 Planning Commission Public Hearing Minutes         |
| Exhibit I: | Approved 34 Lot Subdivision, 1982                               |
| Exhibit J: | Notice of Planning Commission Action, December 17, 1987         |
| Exhibit K: | Applicant's Forrest Assessment dated 3/28/2020                  |
| Exhibit L: | Applicant's Visual Analysis                                     |
| Exhibit M: | Applicant's House Size Analysis                                 |
| Exhibit N: | Record of Survey and Existing Conditions                        |
| Exhibit O: | Aerial Photograph                                               |
| Exhibit P: | Additional Site Photographs                                     |
| Exhibit Q: | Ownership Exhibit                                               |
| Exhibit R: | Public Input Received                                           |



**Ordinance No. 2020-31**

**AN ORDINANCE APPROVING THE HUNTSMAN ESTATES SUBDIVISION PLAT  
LOCATED AT 5000 ROYAL STREET,  
PARK CITY, UTAH**

WHEREAS, the owner of the property located at 5000 Royal Street petitioned the City Council for approval of the fifteen lot (15-lot) Huntsman Estates Subdivision; and

WHEREAS, on May 13, 2020, the property was posted and notice was mailed according to the requirements of the Land Management Code; and

WHEREAS, legal notice was published in the Park Record on May 13, 2020, according to requirements of the Land Management Code; and

WHEREAS, the Planning Commission held a Public Hearing on May 27, 2020, to receive input on the Huntsman Estates Subdivision; and

WHEREAS, the Planning Commission forwarded a positive recommendation to City Council; and

WHEREAS, on June 25, 2000, the City Council held a public hearing to receive input on the Subdivision Plat; and

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

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

**SECTION 1. APPROVAL.** The Subdivision Plat as shown in Attachment 1 is approved subject to the following Findings of Facts, Conclusions of Law and Conditions of Approval.

**Findings of Fact:**

1. The property contains 40.69 acres and is zoned Residential Development (RD) and is located within the Deer Valley MPD Overlay.
2. 5000 Royal Street is improved with a large family estate house as well as accessory buildings including a carriage house and underground garage.
3. The Parcel is known as the Westview Parcel located in the North Silver Lake Community of Deer Valley and is assigned 15 Density Units in Exhibit 1 of the Twelfth Amendment and Restated Deer Valley MPD with one Unit already developed.
4. The Subdivision is classified as a Major Subdivision according to LMC Section 15-7.1-3(A)(2) as it contains four (4) or more lots. The subdivision contains 16 lots including one common parcel.

5. The Planning Commission held a Work Session on this item on February 12, 2020.
6. Staff checked for compliance with the Deer Valley MPD and Deer Valley is compliant with its Employee Housing obligations.
7. There are no Maximum House Size limitations or Unit Equivalent limitations on this parcel.
8. Building Height is limited to 28 feet for this parcel with an exception for the existing house which was granted in 1987 as part of the Conceptual MPD approval for the Westview MPD.
9. This Subdivision vacates the previous Westview MPD.
10. Nothing in this approval shall prevent the applicant from transferring up to two Units of density from the adjoining Estate zoned 19.51 acre parcel into this Subdivision in the future subject to a Plat Amendment, an amendment to the Deer Valley MPD and the dedication of this adjacent parcel to the City as Open Space.
11. The proposed Major Subdivision has been reviewed for compliance with all Sections of LMC 15-7, Subdivision General Provisions.
12. Single Family Dwellings are an allowed Use within the RD District.
13. Lockout Units require a CUP.
14. Nightly Rentals are allowed in the area unless HOA rules prohibit them.
15. The proposed 15 lots and Common Area Parcel meet the Lot and Site Requirements of the RD Zone and the Deer Valley MPD.
16. All future buildings shall be reviewed for compliance with the Architectural Design Guidelines of LMC Section 15-5.
17. The applicant submitted a Forrest Assessment from a certified arborist that evaluated the health and viability of the site and makes recommendations on thinning and removing dead standing trees in order to balance the need for tree removal for forest health, build out and wildfire prevention with the visibility of the site.
18. Care shall be taken in the siting of houses and driveways to limit the removal of Significant Vegetation. The applicant submitted LOD Areas for each of the individual lots in a file titled Lot Exhibit dated 4/15/20.
19. The property is located outside the Park City Landscaping and Maintenance of Soil Cover Ordinance.
20. A 40-foot right-of-way will serve the Subdivision from Royal Street. The road will be private and will be maintained by the Homeowner's Association but shall be constructed to City Standards.
21. The Snyderville Basin Sewer Improvement District has an easement for a sewer trunk line through this property that will be maintained.
22. The applicant submitted a Visual Analysis of what the development may look like at full build out from the Historic District and various other points in Park City with considerations made for removal of Significant Vegetation. The Visual Analysis shows that the site as developed should have minimal visual impact on the Historic District.
23. There should be minimal impact on surrounding properties including shadows, loss of solar access, air circulation, views or ridgeline intrusion due to required setbacks and because the building height limitation of 28 feet is less than the height of surrounding trees.

24. In compliance with LMC Section [15-7.3-8](#), Sidewalks, Hiking Trails, Bike Paths, and Horse Trails, the applicant has agreed to grant an easement to the City and post a bond with the City up to \$25,000 for the construction of a new trail connection between the intersection of the Lookout and Rossi Hill Trails and Royal Street. This new trail would provide a connection for alternative forms of transportation between Old Town and Deer Valley.
25. The traffic impacts for this 15-lot Subdivision are expected to be well within the capacity of Royal Street. In order to reduce traffic from the Subdivision the applicant is proposing an on-call van that will transport owners and guests to the Silver Lake area as well as the Main Street core and the surrounding resorts.
26. A traffic Study was not required for this application as the Deer Valley MPD accounts for 15 Units of Density on the site.
27. The applicant has agreed to cooperate with and not restrict or obstruct aerial transportation that may be developed in the future over the property.

**Conclusions of Law:**

1. There is Good Cause for the Huntsman Estates Subdivision. The proposed Subdivision complies with the Land Management Code requirements and the Deer Valley MPD and is within the Density previously approved for the parcel in 1987.
2. The Huntsman Estates Subdivision is consistent with the 2014 Park City General Plan and the Park City Land Management Code including Sections 15-7.1-3(C) and 15-12-15(B)(4) and (9) and applicable State Law regarding Subdivisions.
3. Neither the public nor any person will be materially injured by the proposed Subdivision.
4. Approval of this Subdivision 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 Subdivision Plat for compliance with State Law, the Land Management Code, and the Conditions of Approval, prior to recordation of the Plat.
2. The applicant will record the Plat at the County within two (2) years from the date of City Council approval. If recordation has not occurred within two (2) 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. A Plat Note shall indicate that all roads, cut-de-sac and utilities shall conform to current City Standards.
4. A Plat Note shall indicate that the lots are limited to Single Family Dwellings and Accessory Buildings.
5. A Plat Note shall indicate that all buildings in the Huntsman Estate Subdivision shall be fire sprinkled on both the interior and exterior.
6. A Plat Note shall indicate that the overall development parcel shall contain a minimum of 88% open space and otherwise comply with the Deer Valley MPD and all applicable zoning regulations including building height of 28 feet.

7. A Plat Note shall indicate that all building must be within the LOD Area shown on Lot Exhibit dated 4/15/20. Minor adjustments to the LOD Area shall be allowed by the Planning Director so long as the size of the LOD Area on the lot remains the same.
8. A Plat Note shall indicate that none of the amenities shall have exterior lighting meant to allow for nighttime use. All exterior lighting shall comply with the City's Lighting requirements and shall be down directed and shielded.
9. A Plat Note shall indicate that prior to the issuance of building permits for individual lots the applicant or owner of the lot shall submit a certified Arborists Assessment of the lot that analyzes the health and viability of all Significant Vegetation on the property within 100 feet of the LOD, includes a Tree Preservation Plan that indicates trees proposed for removal, how trees will be protected during construction and a tree replacement plan. Plans shall also indicate that trees shall be limited within a 15 foot radius of the house and that diseased and dead trees within 100 feet of the house will be removed, consistent with the submitted Forrest Assessment dated March 28, 2020. This includes vegetation that is no longer standing.
10. A Plat Note shall indicate that the applicant will work with the Park City Fire Marshall and manage the forest according to his or her expectations and approval prior to being issued the first building permit.
11. A Plat Note shall indicate that if the developer encounters mine waste or mine waste impacted soils they must handle the material in accordance to State and Federal law.
12. A Plat Note shall indicate that no private driveways will be permitted from Royal Street.
13. Prior to Plat recording, the applicant shall grant an easement and post a bond with the City up to \$25,000 for the construction of a new trail connection between the Lookout Trail and Royal Street.
14. Should the applicant move forward with Phase 2 of this project, a Condition of approval will be placed on the Plat Amendment that the applicant shall deed the adjacent parcel to the City as natural Recreational Open Space.
15. A Plat Note shall indicate that the Subdivision shall be served by an on-call van/shuttle service that will transport owners and guests to the Silver Lake area as well as the Main Street core and the surrounding resorts during peak vacation/holiday weeks in order to minimize the traffic impact from this Subdivision. At a minimum this shall include holiday weeks and three day weekends in perpetuity. The shuttle shall utilize Royal Street and shall not utilize Hillside Avenue.
16. A Construction Management Plan that explicitly prohibits parking on Royal Street during construction will be required prior to the issuance of any building permits.
17. A Plat note shall indicate that there shall be no further subdivision of these 15 lots with the exception of Additional Land East and Additional Land West subject to an Amendment of the Deer Valley MPD and the incorporation of the adjacent PC-S-46-B-1 into the DV MPD as Open Space and dedication of this parcel to Park City Municipal Corporation.
18. The Huntsman Estates Subdivision development exceeds one (1) acre and shall meet the requirements of the municipal separate storm sewer system (MS4) storm water program. A plat note shall indicate that each lot within this common

development shall be required to obtain a MS4 storm water permit prior to any construction activity.

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

PASSED AND ADOPTED this 25<sup>th</sup> day of June, 2020.

PARK CITY MUNICIPAL CORPORATION

\_\_\_\_\_  
MAYOR, Andy Beerman

ATTEST:

\_\_\_\_\_  
City Recorder, Michelle Kellogg

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney, Mark Harrington

November 14, 2019

Mr. Bruce Erickson  
Planning Director  
Park City Planning Department  
PO Box 1450  
445 Marsac Avenue  
Park City, UT 84060

**RE: (Huntsman Family) Subdivision**

Dear Bruce,

The applicant, DV Lodge, LLC, is pleased to submit this subdivision proposal to the Park City Planning Office. The parcel is 40.69 acres in size and consists of 15 lots. The lots will range in size from just over a half an acre to over an acre in size. The parcel is located in the RD (Residential Development) Zone within the Deer Valley Master Plan and is assigned 15 units of density. The property is located entirely within the borders of the Park City Municipal Corporation and is also within the boundaries of the Park City Fire Service District, the Weber Basin Water Conservancy District and the Snyderville Basin Water and Sewer District.

The undisturbed area of the proposed subdivision is 36.88 acres with approximately 9.4% hardscape, including proposed building envelopes. This equates to 90.6% open space for the proposal.

The property is densely wooded and has a pre-existing home that will occupy one of the parcels. The topography of the property has a large flat area in its center and it slopes sharply up in elevation to the east and sharply down in elevation to the west. The property is bordered by the American Flag Subdivision and the Belle Terre Subdivision to the east, Marsac Avenue and open space to the west, The Lookout Subdivision to the south and the American Flag Subdivision to the north. The property has several trails that traverse the property and the project is about 10 minutes walking distance to the Main St. core area.

The current use of the site is the existing residence and appurtenant buildings, including a 5,000-square foot underground parking garage that until recently housed Mr. Huntsman's automobile collection as well as outbuildings and a carriage house. The property has an existing pond which is a significant feature for local wildlife habitat. There are several trails that are located on the property and the applicant is open to discussing the highest and best use for the dedication of these trails.

In 1982, the property was apparently subdivided into 34 lots on 40.72 acres. The property was purchased by Jon Huntsman, Sr. in 1987 and the property was assigned 15 ERU's per the Deer Valley Master Plan to arrive at the current allocation of 15 units. The Huntsman Family submitted a 15-unit

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subdivision application with Park City Municipal Corporation and this was approved and recorded in 1987. Mr. Huntsman subsequently built his Family's estate on the property and the Huntsman Family spent decades enjoying the beautiful property. The 15-unit entitlement remains intact. The Family estate has been deliberately carved into a large lot that occupies the entire north end of the property and consists of approximately 25 acres. This effort was made to preserve the estate in its current form and acknowledge the significant piece of history that it is.

The property is stunningly beautiful and located a short distance from the Silver Lake Village area of Deer Valley Resort. The property is thickly wooded and the trees are large second-generation conifers and aspens that give the property a private and remote feeling from the rest of the Deer Valley Resort. The woods are truly spectacular and the off-site views of the upper mountainous areas of Park City are stunningly beautiful.

Although the project is relatively small in size, any traffic/parking impacts need to be understood and mitigated to the fullest possible extent by the applicant. The project is proposing an on-call van that will transport owners and guests to the Silver Lake area as well as the Main Street core and the surrounding resorts. The on-call van service will reduce parking needs and provide an easy, direct and quick ride to the slopes.

Adjacent to the property to the west is a 19.51-acre parcel that is currently located outside of the Deer Valley Master Plan. This property is also owned by the applicant, but is not part of this Subdivision Application. The property is located within the Sensitive Lands Overlay Zone. The option to add this acreage in the future to the Deer Valley Master Plan is something the applicant would like to consider having the option to propose to the City in the future. For that reason, the applicant has designated an area that is located to the west and south of the existing residence as future additional land should that effort be pursued in the future. Adding land to the Deer Valley Master Plan would require the active participation and support of Deer Valley and an amendment to the Deer Valley Master Plan. The City retains the discretionary authority to determine whether to allow the density located on the adjacent parcel to be transferred to the Huntsman parcel. This concept has benefits for all of the parties concerned and is something to be considered at a future date. Designating a small portion of the property as future additional land allows that possibility to be maintained.

A soils report by Patrick Emory of Gordon Geotechnical Engineering, Inc., dated March, 2017, showed no significant geotechnical or soil concerns associated with the soils on the property. There was no perched groundwater encountered in any of the seven test pits dug and the soil can support conventional footings and foundations. No special geotechnical conditions exist and no extraordinary mitigation efforts were identified or required.

The infrastructure for the project consists of a road with an approximately 1,200-foot cul-de-sac that ends at the existing estate house. The improvements will include a 21-foot wide road with 2.5-foot roll-top gutters with an additional 5-foot shoulders on each side. The road will be no more than 10% grade that is centered in a proposed 36' ROW. Sewer and water mains will be placed under the road and the road will be built to Park City road construction standards. Underground power and gas will be trenched along the outside of the road.

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The project area will need to be mindful of urban/wildland interface at it relates to fire. As mentioned previously, the property is 100% wooded and there is little in the way of fire breaks and other natural barriers for the spread of wildland fire. Although this is true of most of upper Deer Valley, it should be noted that this project will incorporate enhanced wildland fire prevention measures, such as vegetation clearance around structures as well as exterior sprinklers to minimize the threat of wildland fire.

The project will have a host of amenities that will be exclusive to the property. There is planned an outfitters cabin that will have a variety of outdoor entertainment equipment. The applicant is planning to stock ice skates, fishing poles, sleds, snowshoes, cross-country skis as well as food, drinks and other provisions for the benefit of the owners and guests. The outfitters cabin will be located centrally in the project and will provide amenities that are unlike any other property in the Deer Valley area. The cabin and appurtenant infrastructure will be modeled after the old Adirondack mountain vacation areas that were once very popular and remain so to this day. The idea is to unplug the phone and spend some real time with the family. Additionally, as part of the amenities, the applicant intends to construct a fishing pond that will allow for owners and guests, particularly children, to enjoy the recreational pursuit of fishing. The pond will be stocked and maintained by the HOA along with all of the other associated amenities mentioned above. The project is also proposing to incorporate a tennis and four pickleball courts for the enjoyment of the owners and guests.

The applicant truly appreciates the consideration of this proposal by the Park City Planning Staff and the Planning Commission. We are open to any suggestions and ideas that would make this a better, more comprehensive project. The proposal is within all Land Management Code guidelines and does not seek exceptions to the LMC in any fashion. Please do not hesitate to contact us with any questions or comments whatsoever concerning this proposal.

Sincerely,

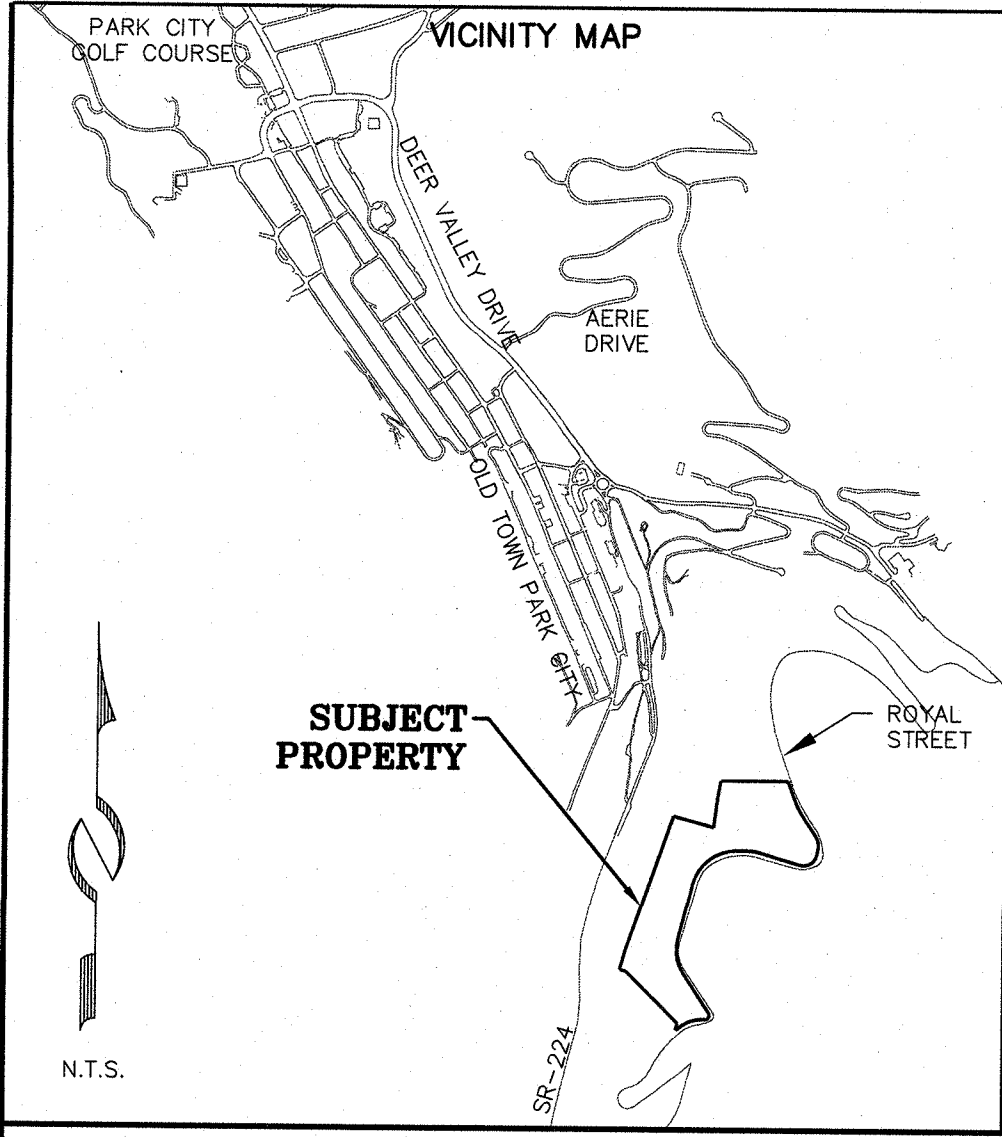
Rory Murphy  
Representative, DV Lodge, LLC  
[paladinparkcity@aol.com](mailto:paladinparkcity@aol.com)  
435-640-5068

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SURVEYOR'S CERTIFICATE

I, Michael Demkowicz, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 4857264, as prescribed under the laws of the State of Utah. I further certify that by authority of the owner, I have made a survey of the tract of land shown on this plat and described hereon, and have combined said tract of land into lots, together with streets, hereafter to be known as HUNTSMAN ESTATES and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_, the undersigned owner of the herein described tract of land, to be known hereafter as HUNTSMAN ESTATES, does hereby certify that it has caused this plat to be prepared, and does hereby consent to the recordation of HUNTSMAN ESTATES.

In witness whereof, the undersigned set his/her hand this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_, Manager

ACKNOWLEDGMENT

State Of \_\_\_\_\_, ss: \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, \_\_\_\_\_ personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he/she is the manager of \_\_\_\_\_ and that said document was signed by him/her on behalf of said limited liability company by authority of its operating agreement and he/she acknowledged to me that he/she executed HUNTSMAN ESTATES.

By: \_\_\_\_\_ Notary Public

Printed Name \_\_\_\_\_

Residing in: \_\_\_\_\_

My commission expires: \_\_\_\_\_

Commission No. \_\_\_\_\_

LEGAL DESCRIPTION

BEGINNING AT A POINT WHICH IS NORTH 2664.15 FEET AND WEST 350.68 FEET FROM THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND NORTH 8796.14' WEST 381.10 FEET FROM THE EAST QUARTER CORNER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE PORT ARTHUR MINING CLAIM NO. 5762; AND RUNNING THENCE NORTH 19°11'00" EAST ALONG THE EAST LINE OF SAID MINING CLAIM 1476.10 FEET TO THE NORTHEAST CORNER THEREOF, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF THE SINGER MINING CLAIM NO. 5763; THENCE SOUTH 74°53'46" EAST ALONG THE SOUTHERLY LINE OF SAID CLAIM 415.56 FEET TO A POINT OF INTERSECTION WITH A LINE EXTENDED FROM THE NORTHEAST CORNER OF THE TRUMP MINING CLAIM NO. 265 AND THE SOUTHWEST CORNER OF THE FRACTION MINING CLAIM NO. 5763; THENCE NORTH 72°20'00" EAST 362.22 FEET TO THE SAID SOUTHWEST CORNER OF THE FRACTION MINING CLAIM NO. 5763; THENCE NORTH 10°28'40" EAST ALONG THE WESTERLY LINE OF SAID FRACTION MINING CLAIM 164.81 FEET TO THE SOUTHEAST CORNER OF THE SWITZERLAND MINING CLAIM NO. 52; SAID POINT ALSO BEING THE MOST SOUTHWEST CORNER OF LOT NO. 15 OF THE RECORDED AMERICAN FLAG SUBDIVISION; THENCE EAST ALONG THE SOUTHERLY LINE OF THE AMERICAN FLAG SUBDIVISION 701.53 FEET TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF THE RECORDED LAKE FLAT C ROAD, AND FOLLOWING SAID RIGHT-OF-WAY LINE THE NEXT FIVE COURSES:

1) SOUTH 19°01'35" EAST 177.29 FEET TO A POINT ON A 936.65 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 70°58'25" EAST 936.65 FEET OF WHICH THE CENTRAL ANGLE IS 15°08'53"); THENCE 2) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 247.63 FEET TO A POINT OF TANGENCY; THENCE 3) SOUTH 34°10'00" EAST 211.53 FEET TO A POINT ON A 175.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 55°49'32" WEST 175.00 FEET OF WHICH THE CENTRAL ANGLE IS 44°07'46"); THENCE 4) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 134.79 FEET TO A POINT OF TANGENCY; THENCE 5) SOUTH 9°57'18" WEST 70.95 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE RECORDED LAKE FLAT D ROAD, SAID POINT ALSO BEING ON A 140.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 89°25'20" WEST 140.00 FEET OF WHICH THE CENTRAL ANGLE IS 95°52'12"); AND FOLLOWING THE SAID LAKE FLAT D ROAD THE NEXT 12 COURSES: 1) SOUTHERLY ALONG THE ARC OF SAID CURVE 234.25 FEET TO A POINT OF TANGENCY; THENCE 2) NORTH 14°10'00" WEST 215.36 FEET TO A POINT ON A 2456.77 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 15°49'20" EAST 2456.77 FEET OF WHICH THE CENTRAL ANGLE IS 4°08'50"); THENCE 3) NORTHWESTERLY ALONG THE ARC OF SAID CURVE 177.83 FEET TO A POINT ON A 5326.4 FOOT RADIUS REVERSE CURVE TO THE LEFT (CENTER BEARS SOUTH 19°58'20" WEST 532.64 FEET OF WHICH THE CENTRAL ANGLE IS 20°33'00"); THENCE 4) WESTERLY ALONG THE ARC OF SAID CURVE 191.04 FEET TO A POINT OF TANGENCY; THENCE 5) SOUTH 89°25'20" WEST 100.45 FEET TO A POINT ON A 467.41 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 0°34'40" EAST 467.41 FEET OF WHICH THE CENTRAL ANGLE IS 75°25'20"); THENCE 6) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 615.28 FEET TO A POINT OF TANGENCY; THENCE 7) SOUTH 14°10'00" WEST 601.75 FEET TO A POINT ON A 435.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 78°00'00" EAST 435.00 FEET OF WHICH THE CENTRAL ANGLE IS 47°00'00"); THENCE 8) SOUTHERLY ALONG THE ARC OF SAID CURVE 358.61 FEET TO A POINT OF TANGENCY; THENCE 9) SOUTH 33°00'00" EAST 494.50 FEET TO A POINT ON A 45.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 37°00'00" WEST 45.00 FEET OF WHICH THE CENTRAL ANGLE IS 127°30'40"); THENCE 10) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 100.15 FEET TO A POINT ON A 364.61 FOOT RADIUS REVERSE CURVE TO THE LEFT (CENTER BEARS SOUTH 43°00'00" WEST 364.61 FEET OF WHICH THE CENTRAL ANGLE IS 30°45'20"); THENCE 11) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 168.54 FEET TO A POINT ON A 428.78 FOOT RADIUS COMPOUND CURVE TO THE LEFT (CENTER BEARS SOUTH 21°53'53" WEST 168.54 FEET OF WHICH THE CENTRAL ANGLE IS 21°53'53"); THENCE 12) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 162.88 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY LINE OF THE MATTHEW LOT 364 MINING CLAIM; THENCE NORTH 45°00'00" WEST 762.25 FEET TO A POINT ON THE EASTERLY LINE OF THE YALP LOT 364 MINING CLAIM; THENCE NORTH 74°28'10" WEST 69.67 FEET, THENCE NORTH 15°31'50" EAST 219.26 FEET TO THE POINT OF BEGINNING.

NOTES

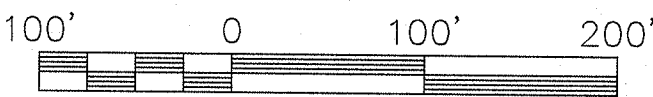
- This plat is subject to the Conditions of Approval in Ordinance 2019-\_\_\_\_\_.
- The property contains 40.69 acres and is zoned as Residential Development (RD) with an MPD overlay.
- Lots 13, 14 and 15 will require a Driveway Easement.
- Public safety access and public utility easements are hereby dedicated for the private road right-of-way. The private road will be maintained by the Homeowner's Association. Fire sprinklers will be required for new construction on the lots per the Chief Building Official at the time of review of a building permit. 30 foot vegetation protection areas will be required around dwellings with limited existing or new tree landscaping within 30ft area as approved by Park City Municipal Corporation and Park City Fire District.
- Private wastewater ejector pumps will be required for Lots 3-11.
- No driveway access from Royal Street is permitted on any lot.
- Additional Land A area = 44,819 sq ft / 1.03 acres  
Additional Land B area = 30,108 sq ft / 0.69 acres  
Lot 12 area (less Additional Land A & B) = 950,874 sq ft / 22.05 acres
- Refer to Record of Survey S-\_\_\_\_\_ for boundary information.
- All property corners to be set with 5/8" rebar and cap, "ALLIANCE ENGINEERING".

| LINE TABLE |               |         |
|------------|---------------|---------|
| LINE       | DIRECTION     | LENGTH  |
| L1         | S 19°01'35" E | 177.29' |
| L2         | S 9°57'18" W  | 70.95'  |
| L3         | S 89°25'20" W | 100.45' |
| L4         | N 15°05'00" E | 75.15'  |
| L5         | N 74°28'10" W | 69.67'  |
| L6         | N 15°31'50" E | 219.27' |
| L7         | N 10°28'40" E | 164.81' |

| CURVE TABLE |          |         |            |               |              |
|-------------|----------|---------|------------|---------------|--------------|
| CURVE       | RADIUS   | LENGTH  | DELTA      | CHORD BEARING | CHORD LENGTH |
| C1          | 936.65'  | 247.63' | 15°08'53"  | S 26°36'02" E | 246.91'      |
| C2          | 175.00'  | 134.79' | 44°07'46"  | S 12°06'35" E | 131.48'      |
| C3          | 140.00'  | 234.25' | 95°52'12"  | S 57°53'24" W | 207.87'      |
| C4          | 2456.77' | 177.83' | 4°08'50"   | N 72°06'05" W | 177.79'      |
| C5          | 532.64'  | 191.04' | 20°33'00"  | N 80°18'10" W | 190.02'      |
| C6          | 45.00'   | 100.15' | 127°30'40" | S 30°45'20" W | 80.72'       |
| C7          | 364.61'  | 168.54' | 26°29'06"  | S 81°16'07" W | 167.04'      |
| C8          | 428.78'  | 163.88' | 21°53'53"  | S 57°04'37" W | 162.88'      |

HUNTSMAN ESTATES

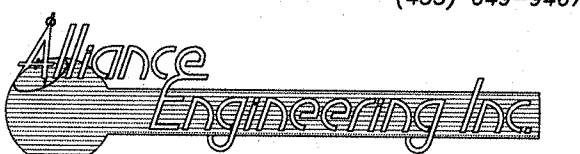
A SUBDIVISION LOCATED IN THE EAST HALF OF SECTION 21 AND THE WEST HALF OF SECTION 22 TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN PARK CITY, SUMMIT COUNTY, UTAH



LEGEND

- Found Section Monument (As-noted)
- Set 5/8" rebar w/cap, "ALLIANCE ENGINEERING"
- XXXX Address on Huntsman Road
- EP Private Ejector Pump

SHEET 1 OF 2



CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS \_\_\_\_\_

DAY OF \_\_\_\_\_, 2020

BY \_\_\_\_\_

S.B.W.R.D.

PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION THIS \_\_\_\_\_

DAY OF \_\_\_\_\_, 2020

BY \_\_\_\_\_

CHAIR

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS \_\_\_\_\_

DAY OF \_\_\_\_\_, 2020

BY \_\_\_\_\_

PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS \_\_\_\_\_

DAY OF \_\_\_\_\_, 2020

BY \_\_\_\_\_

PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020

BY \_\_\_\_\_

MAYOR

CERTIFICATE OF ATTEST

I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS \_\_\_\_\_ DAY

OF \_\_\_\_\_, 2020

BY \_\_\_\_\_

PARK CITY RECORDER

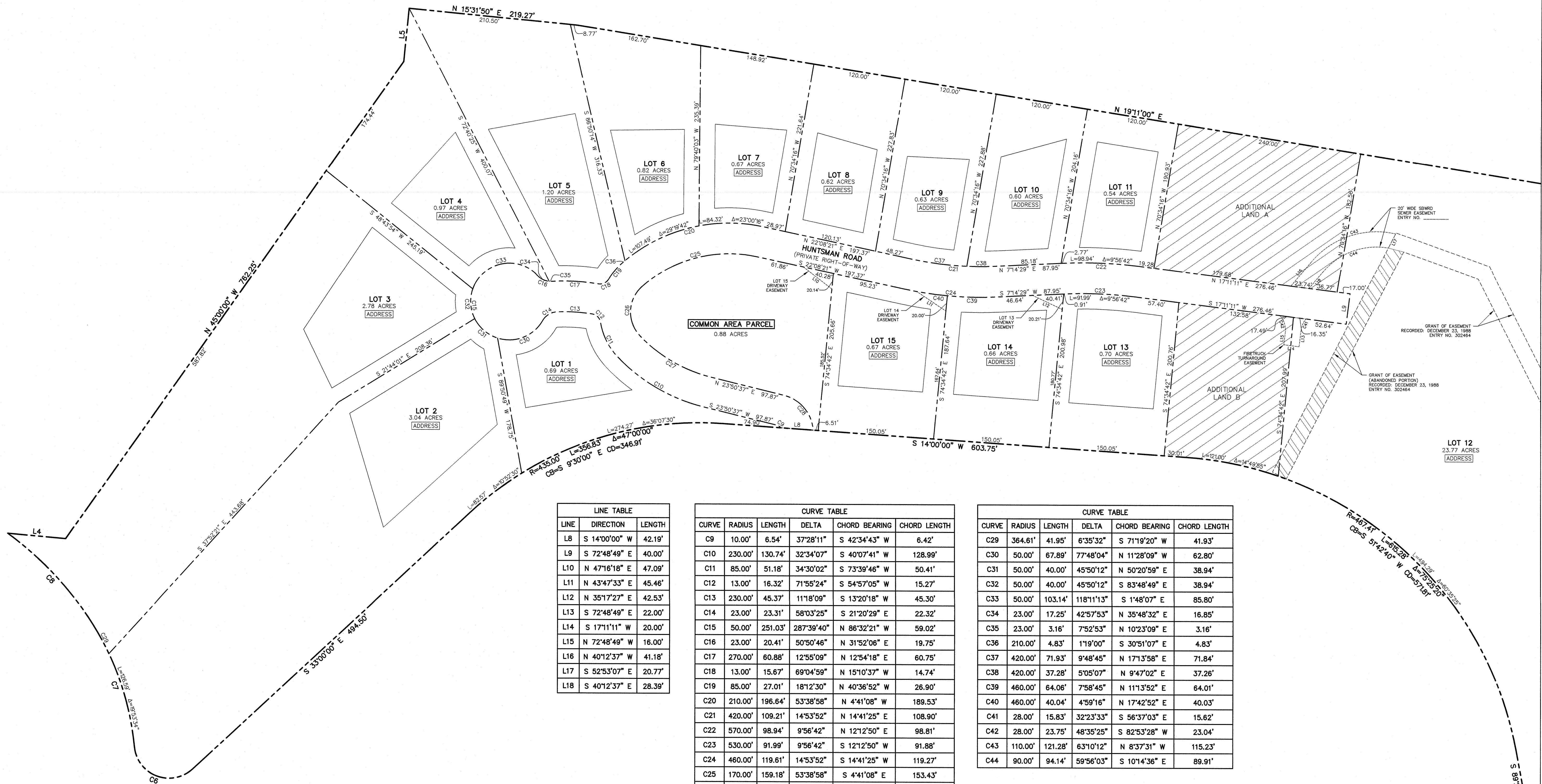
RECORDED

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

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

TIME \_\_\_\_\_ DATE \_\_\_\_\_ ENTRY NO. \_\_\_\_\_





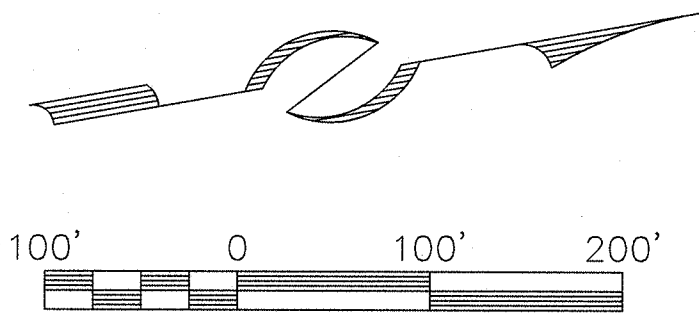
| LINE TABLE |               |        |
|------------|---------------|--------|
| LINE       | DIRECTION     | LENGTH |
| L8         | S 14°00'00" W | 42.19' |
| L9         | S 72°48'49" E | 40.00' |
| L10        | N 47°16'18" E | 47.09' |
| L11        | N 43°47'33" E | 45.46' |
| L12        | N 35°17'27" E | 42.53' |
| L13        | S 72°48'49" E | 22.00' |
| L14        | S 17°11'11" W | 20.00' |
| L15        | N 72°48'49" W | 16.00' |
| L16        | N 40°12'37" W | 41.18' |
| L17        | S 52°53'07" E | 20.77' |
| L18        | S 40°12'37" E | 28.39' |

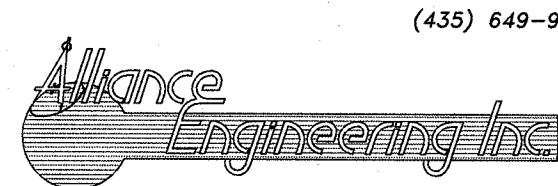
| CURVE TABLE |         |         |            |               |              |
|-------------|---------|---------|------------|---------------|--------------|
| CURVE       | RADIUS  | LENGTH  | DELTA      | CHORD BEARING | CHORD LENGTH |
| C9          | 10.00'  | 6.54'   | 37°28'11"  | S 42°34'43" W | 6.42'        |
| C10         | 230.00' | 130.74' | 32°34'07"  | S 40°07'41" W | 128.99'      |
| C11         | 85.00'  | 51.18'  | 34°30'02"  | S 73°39'46" W | 50.41'       |
| C12         | 13.00'  | 16.32'  | 71°55'24"  | S 54°57'05" W | 15.27'       |
| C13         | 230.00' | 45.37'  | 11°18'09"  | S 13°20'18" W | 45.30'       |
| C14         | 23.00'  | 23.31'  | 58°03'25"  | S 21°20'29" E | 22.32'       |
| C15         | 50.00'  | 251.03' | 287°39'40" | N 86°32'21" W | 59.02'       |
| C16         | 23.00'  | 20.41'  | 50°50'46"  | N 31°52'06" E | 19.75'       |
| C17         | 270.00' | 60.88'  | 12°55'09"  | N 12°54'18" E | 60.75'       |
| C18         | 13.00'  | 15.67'  | 69°04'59"  | N 15°10'37" W | 14.74'       |
| C19         | 85.00'  | 27.01'  | 18°12'30"  | N 40°36'52" W | 26.90'       |
| C20         | 210.00' | 196.64' | 53°38'58"  | N 4°41'08" W  | 189.53'      |
| C21         | 420.00' | 109.21' | 14°53'52"  | N 14°41'25" E | 108.90'      |
| C22         | 570.00' | 98.94'  | 9°56'42"   | N 12°12'50" E | 98.81'       |
| C23         | 530.00' | 91.99'  | 9°56'42"   | S 12°12'50" W | 91.88'       |
| C24         | 460.00' | 119.61' | 14°53'52"  | S 14°41'25" W | 119.27'      |
| C25         | 170.00' | 159.18' | 53°38'58"  | S 4°41'08" E  | 153.43'      |
| C26         | 45.00'  | 72.32'  | 92°04'38"  | S 77°32'56" E | 64.78'       |
| C27         | 190.00' | 108.00' | 32°34'07"  | N 40°07'41" E | 106.55'      |
| C28         | 50.00'  | 63.15'  | 72°21'47"  | N 60°01'31" E | 59.03'       |

| CURVE TABLE |         |         |            |               |              |
|-------------|---------|---------|------------|---------------|--------------|
| CURVE       | RADIUS  | LENGTH  | DELTA      | CHORD BEARING | CHORD LENGTH |
| C29         | 364.61' | 41.95'  | 6°35'32"   | S 71°19'20" W | 41.93'       |
| C30         | 50.00'  | 67.89'  | 77°48'04"  | N 11°28'09" W | 62.80'       |
| C31         | 50.00'  | 40.00'  | 45°50'12"  | N 50°20'59" E | 38.94'       |
| C32         | 50.00'  | 40.00'  | 45°50'12"  | S 83°48'49" E | 38.94'       |
| C33         | 50.00'  | 103.14' | 118°11'13" | S 1°48'07" E  | 85.80'       |
| C34         | 23.00'  | 17.25'  | 42°57'53"  | N 35°48'32" E | 16.85'       |
| C35         | 23.00'  | 3.16'   | 7°52'53"   | N 10°23'09" E | 3.16'        |
| C36         | 210.00' | 4.83'   | 1°19'00"   | S 30°51'07" E | 4.83'        |
| C37         | 420.00' | 71.93'  | 9°48'45"   | N 17°13'58" E | 71.84'       |
| C38         | 420.00' | 37.28'  | 5°05'07"   | N 9°47'02" E  | 37.26'       |
| C39         | 460.00' | 64.06'  | 7°58'45"   | N 11°13'52" E | 64.01'       |
| C40         | 460.00' | 40.04'  | 4°59'16"   | N 17°42'52" E | 40.03'       |
| C41         | 28.00'  | 15.83'  | 32°23'33"  | S 56°37'03" E | 15.62'       |
| C42         | 28.00'  | 23.75'  | 48°53'25"  | S 82°53'28" W | 23.04'       |
| C43         | 110.00' | 121.28' | 63°10'12"  | N 8°37'31" W  | 115.23'      |
| C44         | 90.00'  | 94.14'  | 59°56'03"  | S 10°14'36" E | 89.91'       |

# HUNTSMAN ESTATES

A SUBDIVISION LOCATED IN THE EAST HALF OF SECTION 21  
AND THE WEST HALF OF SECTION 22  
TOWNSHIP 2 SOUTH, RANGE 4 EAST,  
SALT LAKE BASE AND MERIDIAN  
PARK CITY, SUMMIT COUNTY, UTAH





(435) 649-9467

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

323 Main Street P.O. Box 2864 Park City, Utah 84060-2864

6/15/20 JOB NO.: 3-10-19 FILE: X:\Deer Valley\dwg\sr\plat2019\031019.dwg

SHEET 2 OF 2

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

AT THE REQUEST OF \_\_\_\_\_

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

TIME \_\_\_\_\_ DATE \_\_\_\_\_ ENTRY NO. \_\_\_\_\_

When recorded, Mail to:  
 Park City Recorder  
 PO Box 1480  
 Park City, UT 84060

**DEER VALLEY RESORT TWELFTH AMENDED AND RESTATED  
 LARGE SCALE MASTER PLANNED DEVELOPMENT PERMIT  
November 30, 2016**

WHEREAS, Royal Street Land Company, a Utah corporation ("Royal Street") heretofore submitted to the Planning Commission of Park City ("Commission") certain items with relation to a residential, commercial, and recreational development project known as Deer Valley / Lake Flat Area Development ("Project") which items were listed in the original Permit granted for the Project by Commission and are incorporated herein by reference; and

WHEREAS, Commission found that such items submitted by Royal Street complied with and satisfied all applicable requirements of the Park City Land Management Code as then in force, to permit the construction of the Project as a planned unit development pursuant to the planned unit development exception then contained in the Park City Land Management Code; and

WHEREAS, Commission heretofore issued to Royal Street a Special Exception Permit dated September 27, 1977, with relation to the Project, which Special Exception Permit was amended by an Amended Special Exception Permit dated June 27, 1979 issued to Royal Street and by a Second Amended and Restated Special Exception Permit dated January 27, 1982, a Third Amendment to Special Exception Permit dated May 17, 1984, a Fourth Amendment to Special Exception Permit dated February 21, 1985, a Fifth Amended and Restated Special Exception Permit dated December 23, 1986, a First Amendment to Fifth Amended and Restated Special Exception Permit dated November 29, 1989, a Second Amendment to Fifth Amended and Restated Special Exception Permit dated April 11, 1990, a Sixth Amended and Restated Special Exception Permit dated October 10, 1990, a Seventh Amended and Restated Large Scale Master Planned Development Permit dated April 14, 1993, an Eighth Amended and Restated Large Scale Master Planned Development Permit dated April 25, 2001, a Ninth Amended and Restated Large Scale Master Planned Development Permit dated June 28, 2006, a Tenth Amended and Restated Large Scale Master Planned Development Permit dated August 12, 2009, and an Eleventh Amended and Restated Large Scale Master Planned Development Permit dated March 23, 2011, which were issued to Deer Valley Resort Company ("Permittee"), as assignee and successor to the rights of Royal Street under the Special Exception Permit; and

WHEREAS, Permittee and Commission desire to further amend and restate the Large Scale Master Planned Development Permit to reflect actions approved by the Commission with respect to the combination of vacant Deer Valley MPD Silver Lake Village Lots F, G, and H into one Lot I and to transfer 843 square feet of existing residential density (0.4215 unit equivalents (UE)) from Deer Valley MPD Silver Lake Village Lot D (existing Goldener Hirsh Inn) to the new Deer Valley MPD Silver Lake Village Lot I, to accommodate connection, access and circulation between the Goldener Hirsch Inn on Parcel D and the future Goldener Hirsch Residences proposed on Parcel I.

WHEREAS, Permittee has requested modification to the Large Scale Master Planned Development Permit and Commission is willing to grant said modifications as herein set forth; and



WHEREAS, Commission finds that it is in the best interest of Park City and its citizens that Permittee be granted the right to construct and develop the Project as a Master Planned Development in accordance with the Park City Land Management Code passed and adopted December 22, 1983, effective January 1, 1984 as the same has been amended by Ordinance to the date hereof (herein designated the "Code") and in accordance with the Large Scale Master Planned Development Permit as amended and restated hereby.

NOW THEREFORE, the Large Scale Master Planned Development Permit is hereby amended and restated to authorize and grant the right, and Permittee is hereby authorized and granted the right, to develop and construct the Project, subject to Planning Commission approval of any required Conditional Use Permits for site specific development and City Council approval and recordation of any required subdivision plats, as outlined and detailed in this: (A) Twelfth Amended and Restated Large Scale Master Planned Development Permit ("Permit") including the Exhibits hereto and those documents and items submitted by Permittee as aforesaid, as a Master Planned Development pursuant to the Master Planned Development provisions contained in the Code; and, (B) the Agreement dated July 12, 1978, between Park City, as "City", and Royal Street, as "Royal Street", as amended by an Amendment to Agreement dated May 29, 1978, a Second Amendment to Agreement dated April 3, 1980, a Third Amendment to Agreement dated August 21, 1980, as amended and restated in its entirety by a Fourth Amendment and Restatement of Agreement, a Fifth Amendment to Agreement dated May 17, 1984, and a Sixth Amendment to Agreement dated February 21, 1985, and all subsequent amendments, which are all incorporated herein by reference and which Agreement as so amended is herein referred to as the "Agreement", and as such Agreement may hereafter be further amended from time to time. Park City is hereinafter referred to in this Permit as "City".

A. **Densities.** For purposes of determining densities in the Project:

(1) Insofar as the following portions of the Project are concerned, the authorized densities shall be as follows:

| <u>Parcel Designation</u>                   | <u>Authorized Dwelling Units</u> |
|---------------------------------------------|----------------------------------|
| Northwest Multi-Family (Fawn grove)         | 80                               |
| North Entrance Multi-Family (Pinnacle)      | 40                               |
| North Hillside Multi-Family (Pinnacle)      | 46                               |
| Southwest Multi-Family (Aspenwood)          | 30                               |
| Southwest Multi-Family (Courchevel)         | 13.5                             |
| Northwest Hillside Multi-Family (Daystar)   | 24                               |
| South Entrance Multi-Family (Stonebridge)   | 50                               |
| South Multi-Family (Lakeside)               | 60                               |
| West Multi-Family (Pine Inn and Trails End) | 40                               |
| Total                                       | 383.5                            |

For purposes of determining densities on the parcels designated in this Subparagraph (1), a single family home or an apartment containing two bedrooms or more constituted a dwelling

Unit, a one-bedroom apartment constituted one-half of a dwelling Unit, and a hotel room or lodge room constituted one-half of a dwelling Unit. The parcels in this subparagraph have all been developed as of the date hereof.

(2) Insofar as all portions of the Project other than the nine parcels containing 383.5 dwelling Units identified in Subparagraph A. (1) above are concerned, an apartment Unit containing one bedroom or more shall constitute a dwelling Unit and a hotel room or lodge room shall constitute one-half of a dwelling Unit.

(3) If approved in advance by Commission and Permittee, the owner of any development parcel in the Project shall have the right to have the densities permitted on said development parcel calculated in accordance with Subparagraph A. (1) or Subparagraph A. (2) above and/or with Exhibit 1 attached hereto (whichever is applicable) or in accordance with the Unit Equivalent formula contained in Section 10.12 of the Code, as said Unit Equivalent formula may from time to time be amended or modified. In the event of election of an owner to utilize said Unit Equivalent formula and approval thereof by Commission and Permittee, the maximum number of Unit Equivalents which may be contained in the structures built upon said development parcel shall not exceed the permitted number of dwelling Units to be constructed thereon determined in accordance with Subparagraph A. (1) or Subparagraph A. (2) above and/or with Exhibit 1 attached hereto (whichever is applicable) and the number of Unit Equivalents as constructed on said development parcel shall for all purposes hereof be deemed the number of units constructed thereon. Approval of use of the Unit Equivalent formula by Commission and Permittee shall not, and cannot, alter or release any private land use covenants between the owner and Deer Valley, or others, concerning development of the property or the density permitted thereon.

(4) Insofar as the following portions of the Project are concerned, the authorized densities, permitted on the development parcels are required to be calculated in accordance with the Unit Equivalent Formula contained in Section 10.12 of the Code as said Unit Equivalent formula may from time to time be amended or modified:

| <u>Parcel Designation</u> | <u>Authorized Unit Equivalents</u> |
|---------------------------|------------------------------------|
| Snow Park Village         | 209.75                             |
| Total                     | 209.75                             |

**B. Unit Size.** Except for units with relation to which the owner elected or elects to or is required to utilize the Unit Equivalent formula, there shall be no size limitation for Units constructed on any parcel provided that following construction the parcel proposed to be developed contains a minimum of 60% open space and otherwise complies with MPD and all applicable zoning regulations.

**C. Development Parcel Designations.** Development parcel designations, prescribed densities, parcel sizes, building height limitations (the height limitation for each parcel will be determined by reference to the Code in effect at time of application for approval of the development of the parcel) and the status of development of the parcels as of the date hereof are reflected on Exhibit 1. Permittee shall have the right to develop a total of 2,110 residential Units (exclusive of employee housing Units) within the Project. Permittee shall have the right to develop 209.75 Unit Equivalents within the Snow Park Village, subject to the conditions and



requirements of the Park City Design Guidelines, the Deer Valley Design Guidelines, and the following:

(1) **Conditional Use Review.** Prior to the sale by Permittee of the Snow Park Village, Permittee shall submit a site-specific plan with relation to such parcel to the Commission requesting approval for construction on the parcel. In addition, the Permittee shall request the establishment of building site conditions with relation to the parcel. Accordingly, Permittee or persons acting on its behalf shall file with the Community Development Department of City a completed application form supported by the information set forth in Section 15-6 of the Code, as the same may be amended from time to time. The procedure for the approval or disapproval of any site-specific plan shall be based upon the provisions of this Permit and the conditional use criteria of the Code in effect on the date of application. Components of the Project, other than land development parcels, are listed on Exhibits 2 and 3.

**D. Subdivision of Development Parcels.** Prior to the sale of any individual lots on any parcel listed on Exhibit 1 developed for residential use as a "subdivision" as defined by the City subdivision ordinance and state statute, the party electing to establish a subdivision on said parcel shall comply with all applicable provisions of the City subdivision ordinance in effect at the time of application. The procedure for the approval or disapproval of any subdivision application shall be based upon the procedure provided in the City subdivision ordinance in effect at the time of application.

Prior to the filing of a record of survey map and declaration of condominium to establish a condominium on any parcel listed on Exhibit 1, the party electing to establish a condominium shall comply with all applicable provisions of any City condominium ordinance in effect at the time of application. The procedure for the approval or disapproval of any condominium shall be based upon the Utah Code and any City condominium ordinance in effect at the time of application.

**E. Applicability of Sensitive Area Overlay Zone.** For projects within the Deer Valley Large Scale Master Planned Development, the density limitations of the Sensitive Area Overlay Zone do not apply because Master Planned Developments approved prior to the adoption of the Sensitive Area Overlay Zone are vested in terms of density. Site planning standards can be applied only to the extent that they do not unequivocally reduce vested density. Limits of disturbance, vegetation protection, and building design standards do apply.

**F. Relationship to National Standards.** The provisions of the Code and any other applicable zoning and development ordinances including national standards with respect to engineering or building requirements as adopted by City, in effect in City on the date hereof, shall govern the development within the Project, except as otherwise provided herein.

**G. Off-Street Parking.** Parking required with relation to each portion of the Project shall be based upon Code as in effect at the time application for a building permit for such portion of the Project as is filed with City. For purposes of calculating required parking, the Project shall be deemed to be zoned Residential Development District (RD) Master Planned Developments (MPD). Parking for each separate development parcel in the Project shall be determined in accordance with the Code at the time of application for Conditional Use approval. Any additional parking shall not encroach into zoned open space.

If the capacity of the surface parking lots in the Snow Park Community is exceeded on 10% or more of the days during any single ski season the need for constructing additional parking in said area shall be reviewed by the Commission.

**H. Commercial Space, Support Commercial, and Meeting Space.** Exhibit 2 hereto lists commercial and support space allotted to the Project. The General Snow Park Commercial category is restricted in utilization within the Project to the following parcels in the Snow Park area:

Pine Inn Multi-Family Parcel  
 Snow Park Lodge Multi-Family Parcel (Black Diamond Lodge)  
 Snow Park Village (Combination of Snow Park Hotel Parcel and  
 Snow Park Parking Area Parcel)  
 Snow Park Day Center Parcel

Utilization of portions of the General Snow Park Commercial category within any of the above listed parcels is subject to the specific approval of both Permittee and Commission.

In addition to the Exhibit 2 Commercial Space permitted in the Project, Support Commercial shall be permitted and used as defined in the Code, as amended, at the time of application.

**I. Employee Housing.** Permittee has been required to cause the development of 112 employee (affordable) housing units pursuant to prior editions of this Permit. Prior to the date of this Permit, Permittee has developed or caused to be developed units qualifying under the low and moderate income housing exception of the Code as follows:

| <u>Project Location</u>                       | <u>Number of Qualifying<br/>Units</u> |
|-----------------------------------------------|---------------------------------------|
| A. Units in Deer Valley:                      |                                       |
| Little Belle Manager Unit                     | 1                                     |
| Stag Lodge Manager Unit                       | 1                                     |
| Sterlingwood Manager Unit                     | 1                                     |
| Bald Eagle Caretaker Units                    | 2                                     |
| Mt. Cervin Manager Unit                       | 1                                     |
| Deer Valley Club Manager Unit                 | 1                                     |
| B. Units Other Than in Deer Valley:           |                                       |
| Parkside Apartments                           | 42                                    |
| Fireside Apartments / Condos                  | 42                                    |
| Washington Mill Apts.                         | 8                                     |
| Peace House                                   | 3                                     |
| Aspen Villas / Silver Meadows (Participation) | 9                                     |
| Fawn grove Employee Unit                      | 1                                     |
| Total                                         | 112                                   |

Deer Valley shall be obligated to comply with all applicable ordinances of City relating to the creation and construction of employee housing, including ordinances that are adopted after the date of this Permit. Deer Valley will be given credit for the previously developed units



identified above when computing the employee housing obligation under applicable ordinances. The City acknowledges full satisfaction of Deer Valley's current obligation in the Employee Housing Agreement dated October 6, 1995 executed in conjunction with Deer Valley's contribution to the Silver Meadows project. If, at the time a new employee / affordable housing ordinance is adopted, the number of existing employee / affordable housing units built by Deer Valley or persons acting on its behalf exceeds the number of units required by the new ordinance, credit shall be given against the ordinance imposed obligation, but in no event shall City be obligated to reimburse Deer Valley for any excess, or to permit the assignment of the excess to other parties with a similar employee housing requirement. If, at the time a new employee / affordable housing ordinance is adopted, the number of existing units built by Deer Valley or those acting on its behalf falls short of the newly imposed ratio of employee units to conventional units, Deer Valley agrees to be bound by the provisions of the newly adopted ordinance; provided, however, that the new ordinance shall apply only to those Units on which site specific approval is granted after the adoption of the employee / affordable housing ordinance.

**J. Technical Reports.** Permittee shall submit updated technical reports with regard to traffic monitoring, water systems, and sewer systems for review by Commission as significant changes occur in those systems and as needed for specific project review as required by the Community Development Director and Public Works Director prior to density approval.

**K. Public Use of Ski Facilities.** Use of all ski facilities shall be open to the general public and shall not be restricted to owners of property located in Deer Valley or to members of any private club. Furthermore, all charges, fees and costs paid by the general public for the use of such facilities shall not exceed the charges, fees and costs paid by owners of property located in Deer Valley.

**L. Trails** .There are 4 types of trails in Deer Valley:

- (1) Bicycle paths located within street rights-of-way;
- (2) Pedestrian paths connecting parcels together within a community;
- (3) Connecting paths connecting communities together; and
- (4) Hiking trails to provide access to the mountain.

Bicycle paths shall be located within street rights-of-way dedicated to City and shall be operated and maintained by City as shown on the Deer Valley Trails Master Plan and the City Trails Master Plan.

Pedestrian paths shall be hard surfaced, a minimum of five feet wide, a maximum of six feet wide and built to public sidewalk specifications. These paths shall connect development parcels together and connect development parcels to commercial nodes. At the time of conditional use approval of a particular development parcel, the developer of said parcel shall provide a pedestrian path across said parcel connecting to the paths on the adjoining parcels. The location of these paths shall be determined by the parcel developer and by City staff with the Deer Valley Trails Master Plan used as a guide. The locations shall be modified as necessary to take into consideration topography and existing trails, and shall tie into the bus system which serves Deer Valley. These paths shall form a year-round system. Maintenance shall be the responsibility of the parcel owner. A 10 to 15 foot wide easement (easement size



shall be determined at the time of site specific conditional use approval) for each pedestrian path shall be dedicated to City and is required to be shown on the recorded plat for the applicable development parcel.

It is recognized by the parties that the property within the Deer Valley Resort is private property. Public access to ski runs is at the discretion of Permittee. Summer public access and non-destructive summer use which includes casual hiking on ski runs shall be allowed by Permittee subject to reasonable rules and regulations.

In the event that City in its sole discretion determines that City should hold any easements for hiking, City shall make a request that an easement be granted for any or all of the hiking trails that City desires to hold within or adjacent to ski runs shown on the Trails Master Plan. In the event that City obtains a formal agreement, City agrees to maintain such hiking trails, and Permittee will provide legal descriptions, signage and grant to City an easement (minimum of 10 feet to maximum of 15 feet wide) to maintain such hiking trails without hard surface and without winter maintenance. If City desires to upgrade the hiking trails beyond that which currently exists, City agrees to bear the cost of those improvements. The Trails Master Plan shall serve as a general guide in determining the final location of said hiking trails. In the event City obtains and holds formal easements for hiking trails, City shall indemnify and hold Permittee and its successors and assigns harmless from and against any loss, damage, injury or responsibility with relation to any such trail and any claims, demands or causes of action from any person resulting from injuries sustained while utilizing any hiking trails for which City has obtained and holds easements. Said public easement shall also be subject to such additional reasonable rules and regulations as Permittee deems appropriate to eliminate possible interference with the operation and maintenance of the ski resort, or in the interest of safety or security.

**M. Open Space.** With the exception of those parcels identified on Exhibit 1 and those areas and items listed on Exhibit 2 as "commercial and support space", all remaining property in the Project is hereby designated "landscaped open space" as that term is defined in the Code as presently in effect and shall remain substantially free from structures, roads and parking lots except as otherwise approved by City or permitted by the Code as presently in effect. The "landscaped open space" shall be maintained and operated by Permittee at Permittee's sole cost and expense.

**N. Fire Considerations.** All buildings or structures located within the Bald Eagle, Silver Lake, and North Silver Lake Communities shall be fire sprinkled in accordance with UBC 38-1-82.

**O. Water Improvements** .Permittee agrees that, as a condition of and concurrently with issuance to Permittee of a building permit for the construction of any buildings or structures comprising a portion of the Project, Permittee shall be obligated to agree in writing to construct and convey to City storage facilities, pumping facilities, and transmission lines, as agreed upon and approved by the Public Works Director and City Engineer at the time of issuance of said building permit, to the extent necessary to store and transmit culinary water, irrigation water, and water for fire flows to the buildings and structures covered by the building permit and to connect the same to the water system of City, and shall evidence to the satisfaction of City the ability of Permittee to comply with such agreements.

Permittee agrees that completion of the action required by this Section O with relation to any building or structure included in the Project shall be deemed a condition precedent to the



right to occupy and utilize the building or structure. Commission and Permittee agree that the general level of water facilities construction for the Project required by this Section O has been heretofore accomplished by Permittee.

The existing agreement relating to water rights and water facilities for Deer Valley development entered into November 17, 1988 between Permittee as "DVRC", Royal Street as "Royal Street", and City as "Park City" and the Deer Valley Water Facilities Improvement Agreement dated March 31, 1994 between City, Royal Street and Permittee (as "DVRC") and the Amendment to the 1994 Deer Valley Water Facilities Improvement Agreement dated May 12, 2006 between City as "Park City", Royal Street and Permittee (as "DVRC") are made a part of this Permit by reference.

**P. Sewer Considerations** .Although City has no responsibility for sewer approvals; the Snyderville Basin Sewer Improvement District has indicated the following with respect to sewerage in Deer Valley: Projected flow calculations are based on average wastewater flow from residential units and make no distinction regarding size. In other words, the Sewer District does not follow the "unit equivalent" concept as does City.

The Sewer District has previously reviewed both the Upper and Lower Deer Valley sewer systems and made the following comments: Upper System (American Flag / Silver Lake Community) - There are two sections of sewer within the American Flag Subdivision that limit upstream, new growth to approximately 325 additional residential units. There are several sections with only slightly greater capacity. This concern or limitation was eliminated by construction of a new sewer trunk line from Royal Street through the Westview Parcel in 1988. Lower System (Solamere, Queen Esther, Fawn grove) - A portion of the trunk sewer serving this area was replaced in 1985 to provide greater capacity for Hanover and Park Con projects as well as Deer Valley's. These three developers executed an agreement with the District which identified their anticipated development and the percentage of the cost they would fund to "reserve" capacity in the sewer system. Of the present sewer capacity of approximately 1385 units, Deer Valley has approximately 200 units available for future development. However, there are downstream sections of sewer that have less capacity than the new Deer Valley North Road sewer. This problem will be pursued with the developers as necessary.

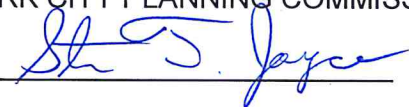
**Q. Separability**. If any provision or provisions of this Permit shall be held or deemed to be, or shall, in fact, be illegal, inoperative, or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent, whatsoever.

**R. Term of Permit**. The term of this Permit is governed by the Twenty-Ninth Edition of the Land Management Code of Park City as revised as of April 1, 1993.

Approved this 30<sup>th</sup> day of November, 2016.

PARK CITY PLANNING COMMISSION

By



Planning Commission Chair

DEER VALLEY RESORT  
TWELFTH AMENDED AND RESTATED  
LARGE SCALE MASTER PLANNED DEVELOPMENT PERMIT  
EXHIBIT 1  
DEVELOPMENT PARCELS

| PARCEL NAME                                                                 | PERMITTED<br>DENSITY<br>(UNITS) | DEVELOPED<br>DENSITY<br>(UNITS) | NOTES    | HEIGHT<br>(FEET) | PARCEL<br>SIZE<br>(ACRES) |
|-----------------------------------------------------------------------------|---------------------------------|---------------------------------|----------|------------------|---------------------------|
| <b>DEER VALLEY COMMUNITY</b>                                                |                                 |                                 |          |                  |                           |
| Stonebridge & Boulder Creek Multi-Family                                    | 50                              | 54                              | 1        | 28               | 10.23                     |
| Aspenwood Multi-Family                                                      | 30                              | 30                              |          | 28               | 9.21                      |
| Pine Inn & Trails End Multi-Family                                          | 40                              | 45                              | 1        | 35               | 8.52                      |
| In The Trees (South Multi-Family) Multi-Family                              | 14                              | 14                              |          | 28-45            | 2.87                      |
| Black Diamond Lodge (Snow Park Lodge Multi-Family)                          | 29                              | 27                              |          | 28-75            | 5.70                      |
| Courcheval Multi-Family                                                     | 13.5                            | 27                              | 1        | 35               | 1.82                      |
| Daystar Multi-Family                                                        | 24                              | 24                              |          | 28               | 9.84                      |
| Fawngrove Multi-Family                                                      | 50                              | 50                              |          | 28               | 12.05                     |
| Chateaux Fawngrove Multi-Family                                             | 10.5                            | 11                              | 2        | 28               | Incl                      |
| Bristlecone Multi-Family                                                    | 20                              | 20                              |          | 28               | Incl                      |
| Lakeside Multi-Family                                                       | 60                              | 60                              |          | 28               | 6.49                      |
| Solamere Single Family (includes Oaks, Royal Oaks & Hidden Oaks)            | 274                             | 274                             |          | 28               | 237.81                    |
| Pinnacle Multi-Family                                                       | 86                              | 86                              |          | 28               | 36.80                     |
| Comstock Lodge (East Bench Multi-Family)                                    | 10.5                            | 21                              | 1        | 35               | 3.50                      |
| Red Stag Lodge                                                              | 8.5                             | 11                              | 1        | 35               | Incl                      |
| Powder Run Multi-Family                                                     | 25                              | 33                              | 1        | 35               | 3.20                      |
| Wildflower (Deer Valley North Lot 1 Multi-Family)                           | 11                              | 14                              | 1        | 28               | 1.04                      |
| Glenfiddich (Deer Valley North Lot 2 Multi-Family)                          | 12                              | 12                              |          | 28               | 1.45                      |
| Chapparal (Deer Valley North Lot 3 Multi-Family)                            | 15                              | 20                              | 1        | 28               | 1.44                      |
| Northeast Multi-Family:                                                     |                                 |                                 |          |                  | 12.65                     |
| Lodges @ Deer Valley                                                        | 73.25                           | 85                              | 3        | 28-35            |                           |
| Silver Baron Lodge                                                          | 42.75                           | 50                              | 12       | 28-35            |                           |
| Snow Park Village (Snow Park Hotel & Parking Sites)                         | 209.75                          | 0                               | 4        | 28-45            | 14.93                     |
| Total Deer Valley Community                                                 | 1108.75                         |                                 |          |                  |                           |
| <b>AMERICAN FLAG COMMUNITY</b>                                              |                                 |                                 |          |                  |                           |
| American Flag Single Family                                                 | 93                              | 93                              |          | 28               | 83.04                     |
| LaMaconnerie Multi-Family                                                   | 15                              | 15                              |          | 28               | 6.19                      |
| Total American Flag Community                                               | 108                             |                                 |          |                  |                           |
| <b>NORTH SILVER LAKE COMMUNITY</b>                                          |                                 |                                 |          |                  |                           |
| Westview Single Family                                                      | 15                              | 1                               |          | 28               | 40.69                     |
| Evergreen Single Family                                                     | 36                              | 36                              |          | 28               | 27.60                     |
| NSL Homesite Parcel #1                                                      | 1                               | 1                               |          | 35               | 1.90                      |
| Belleterre Single Family                                                    | 10                              | 10                              |          | 28               | 11.42                     |
| Bellevue Townhomes (NSL Subdivision Lot 1)                                  | 24                              | 14                              | 10       | 28               | 4.62                      |
| Bellemont Townhomes (NSL Subdivision Lots 2A and 2A-1)                      | 18                              | 12                              | 10       | 28               | 3.75                      |
| NSL Subdivision Lot 2B                                                      | 54                              | 0                               |          | 45               | 5.96                      |
| BelleArbor Townhomes (NSL Subdivision Lot 2C)                               | 43                              | 21                              | 10       | 28-35            | 8.25                      |
| NSL Subdivision Lot 2D Open Space Lot                                       | 0                               | 0                               | 5        | 0                | 4.03                      |
| Total North Silver Lake Community                                           | 201                             |                                 |          |                  |                           |
| <b>SILVER LAKE COMMUNITY</b>                                                |                                 |                                 |          |                  |                           |
| Stag Lodge Multi-Family                                                     | 50                              | 52                              | 6        | 28-35            | 7.34                      |
| Cache Multi-Family                                                          | 12                              | 12                              |          | 28               | 1.77                      |
| Sterlingwood Multi-Family                                                   | 18                              | 18                              |          | 28-35            | 2.48                      |
| Deer Valley Club                                                            | 20                              | 30                              | 1        | 28-45            | 1.53                      |
| Double Eagle (SL East Parcel 2 Multi-Family)                                | 18                              | 18                              |          | 28-35            | 2.26                      |
| Stein Eriksen Lodge Multi-Family                                            | 66.75                           | 65                              | 11       | 28-35            | 10.86                     |
| Little Belle Multi-Family                                                   | 20                              | 20                              |          | 28               | 3.66                      |
| Chateaux At Silver Lake Lot 23 Deer Valley Club Estates Subdivision)        | 65                              | 78                              | 1        | 28-45            | 3.24                      |
| Sterling Lodge (Lot 2 Silver Lake East Subdivision)                         | 14                              | 14                              |          | 28-45            | 0.61                      |
| Royal Plaza Multi-Family (Silver Lake Village Lot A)                        | 7.6215                          | 13                              | 1        | 59 (A)           | 0.48                      |
| Mt. Cervin Plaza Multi-Family (Silver Lake Village Lot B)                   | 7.5                             | 7                               |          | 59 (A)           | 0.54                      |
| Inn at Silver Lake (Silver Lake Village Lot C)                              | 10                              | 8                               |          | 59 (A)           | 0.50                      |
| Goldener Hirsch Inn (Silver Lake Village Lot D)                             | 5.5785                          | 18                              | 1        | 59 (A)           | 0.35                      |
| Mt Cervin Multi-Family (Silver Lake Village Lot E)                          | 16                              | 15                              |          | 59 (A)           | 0.53                      |
| Silver Lake Village Lot F                                                   | 0                               | 0                               |          | 59 (A)           | 0.35                      |
| Silver Lake Village Lot G                                                   | 0                               | 0                               |          | 59 (A)           | 0.38                      |
| Silver Lake Village Lot H                                                   | 0                               | 0                               |          | 59 (A)           | 0.44                      |
| Silver Lake Village Lot I (combination of Silver Lake Village lots F, G, H) | 34.4215                         | 38                              | 13,14,15 | 59 (A)           | 1.17                      |
| SL Knoll Condominiums                                                       | 4                               | 4                               |          | 35               | 0.76                      |
| Knoll Estates Single Family                                                 | 21                              | 21                              |          | 35               | 9.90                      |
| Black Bear Lodge (Lot 22 Deer Valley Club Estates Subdivision)              | 51                              | 51                              |          | 35               | 1.39                      |
| Knollheim Single Family                                                     | 20                              | 5                               | 7        | 35               | 1.84                      |
| Alpen Rose Single Family                                                    | 2                               | 2                               |          | 35               | 0.66                      |
| Silverbird Multi-Family                                                     | 6                               | 6                               |          | 35               | 0.80                      |
| Ridge Multi-Family                                                          | 24                              | 24                              |          | 35               | 2.34                      |

DEER VALLEY RESORT  
TWELFTH AMENDED AND RESTATED  
LARGE SCALE MASTER PLANNED DEVELOPMENT PERMIT  
EXHIBIT 1  
DEVELOPMENT PARCELS

| PARCEL NAME                         | PERMITTED<br>DENSITY<br>(UNITS) | DEVELOPED<br>DENSITY<br>(UNITS) | NOTES | HEIGHT<br>(FEET) | PARCEL<br>SIZE<br>(ACRES) |
|-------------------------------------|---------------------------------|---------------------------------|-------|------------------|---------------------------|
| Enclave Multi-Family                | 17                              | 17                              |       | 28-35            | 1.79                      |
| Twin Pines Multi-Family             | 8                               | 8                               |       | 28-35            | 1.33                      |
| Cottages Single Family              | 11                              | 11                              |       | 28               | 7.06                      |
| Alta Vista Subdivision              | 7                               | 7                               |       | 35               | 6.02                      |
| Woods Multi-Family                  | 16                              | 7                               | 8     | 28-35            | 2.41                      |
| Trailside Multi-Family              | 9                               | 9                               |       | 28-35            | 1.46                      |
| Aspen Hollow Multi-Family           | 16                              | 16                              |       | 28-35            | 3.18                      |
| Ridgepoint Multi-Family             | 38                              | 38                              |       | 28-35            | 5.60                      |
| Total Silver Lake Community         | 614.8715                        |                                 |       |                  |                           |
| <b>BALD EAGLE COMMUNITY</b>         |                                 |                                 |       |                  |                           |
| Bald Eagle Single Family            | 78                              | 58                              | 9     | 28               | 35.65                     |
| Total Bald Eagle Community          | 78                              |                                 |       |                  |                           |
| <b>TOTAL CONVENTIONAL UNITS</b>     | 2110.6215                       |                                 |       |                  |                           |
| <b>EMPLOYEE HOUSING UNITS</b>       |                                 |                                 |       |                  |                           |
| Little Belle                        | 1                               |                                 |       |                  |                           |
| Stag Lodge                          | 1                               |                                 |       |                  |                           |
| Sterlingwood                        | 1                               |                                 |       |                  |                           |
| Bald Eagle                          | 2                               |                                 |       |                  |                           |
| Mt. Cervin                          | 1                               |                                 |       |                  |                           |
| Deer Valley Club                    | 1                               |                                 |       |                  |                           |
| <b>TOTAL EMPLOYEE HOUSING UNITS</b> | 7                               |                                 |       |                  |                           |

**NOTES:**

1. These projects have been approved under the Unit Equivalent Formula contained in Section 10.12 of the Code, resulting in a different developed density than base permitted density.
  2. One small unit was separately permitted in this project using .5 unit of density.
  3. This project has been approved under the Unit Equivalent Formula contained in Section 10.12 of the Code, resulting in a different developed density (85) than base permitted density (73.25).
  4. This parcel is required to use the Unit Equivalent Formula contained in Section 10.12 of the Code.
  5. This parcel has been platted as open space, with the open space applying to the open space requirement of Lot 2B.
  6. Two additional units were permitted in this project on land that was not a part of the Deer Valley MPD.
  7. This parcel was originally permitted as 20 MF units but subsequently developed as 5 single family homesites.
  8. This parcel was permitted as 16 units. Subsequently 9 of the unit development rights were acquired by the homeowners and dedicated as open space.
  9. This parcel was originally permitted as a combination of single family and multi-family. The multi-family uses were converted to single family with a density reduction from 78 to 58 units.
  10. The development density on these parcels is less than the original permitted density at the election of the developer.
  11. The transfer of 1.75 Unit Equivalents to this parcel from the Snow Park Village parcel was authorized by the Planning Commission on June 28, 2006.
  12. This project has been approved under the Unit Equivalent Formula contained in Section 10.12 of the Code, resulting in a different developed density (50) than base permitted density (42.75). The transfer of 1 Unit Equivalent to this parcel from the Snow Park Village parcel was authorized by the Planning Commission on March 23, 2011.
  13. Prior to issuance of a building permit on Lot I, the Property owner shall submit an Historic Mine Waste report.  
If Historic Mine Waste is located on the site, a mitigation plan shall also be submitted compliant with the Park City Soils Boundary Ordinance.
  14. Building on Lot I shall be designed to be broken into more than one volumetric mass above final grade, exhibiting both horizontal and vertical articulation. Common underground parking is permitted.
  15. The transfer of 0.4215 UE from Lot D to Lot I was approved by Planning Commission on November 30, 2016.
- A. Lots in the Silver Lake Village Subdivision have a development height limitation tied to a base elevation of 8122' with peak of roof not to exceed elevation 8186'.



DEER VALLEY RESORT  
TWELFTH AMENDED AND RESTATED  
LARGE SCALE MASTER PLANNED DEVELOPMENT PERMIT  
EXHIBIT 2  
COMMERCIAL AND SUPPORT SPACE

| LOCATION                         | RETAIL | RESTAURANT (3) | COMM'L<br>OFFICES | ADMIN.,<br>SUPPORT &<br>OTHER | TOTAL  | TRANSFER<br>TO<br>RESIDENTIAL | DEVELOPED | REMAINING |
|----------------------------------|--------|----------------|-------------------|-------------------------------|--------|-------------------------------|-----------|-----------|
| SNOW PARK LODGE                  | 13807  | 26958          |                   | 85578                         | 126343 |                               | 126343    | 0         |
| SNOW PARK TICKET SALES BUILDING  |        |                |                   | 5112                          | 5112   |                               | 5112      | 0         |
| SNOW PARK PLAZA BUILDING         | 3100   |                | 16000             | 4180                          | 23280  |                               | 23280     | 0         |
| GENERAL SNOW PARK COMMERCIAL (1) | 21890  |                |                   |                               | 21890  |                               | 0         | 21890     |
| SILVER LAKE LODGE                | 1200   | 29160          |                   | 15790                         | 46150  |                               | 46150     | 0         |
| EMPIRE LODGE (4)                 |        | 22456          |                   | 12544                         | 35000  |                               | 30453     | 4547      |
| SILVER LAKE COMMUNITY (2)        | 27962  |                | 4265              | 12938                         | 45165  | 1243                          | 31954     | 11968     |
| NORTH SILVER LAKE COMMUNITY      | 8000   |                |                   | 6525                          | 14525  |                               | 0         | 14525     |
| MAINTENANCE, WHSE, & SHOPS       |        |                |                   | 31724                         | 31724  |                               | 31724     | 0         |
| TOTAL                            | 75959  | 78574          | 20265             | 174391                        | 349189 |                               | 295016    | 52930     |

NOTES:

(1) General Snow Park Commercial may only be utilized on certain parcels with approval of Commission and Permittee. 18110 square feet of General Snow Park Commercial has previously been allocated to and is included in totals for Snow Park Lodge.

(2) 10125 square feet of Silver Lake Community commercial has previously been allocated to and is included in totals for Silver Lake Lodge (1994 Silver Lake Lodge expansion 6990 sf and 1998 Silver Lake Lodge expansion 3135 sf). Remainder of Silver Lake Community commercial consists of:

Developed Space:

|                         |                    |
|-------------------------|--------------------|
| Royal Plaza             | 14312              |
| Mt. Cervin Plaza        | 8080               |
| Goldener Hirsch Inn     | 2062 (see note #5) |
| Chateaux at Silver Lake | 7500               |
| Total                   | 31954              |

Transferred to Royal Plaza Residential

1243

Allocated but Undeveloped Space:

|                           |       |
|---------------------------|-------|
| Silver Lake Village Lot C | 7000  |
| Remainder Unallocated     | 4968  |
| Total                     | 45165 |

(3) Includes kitchen, receiving and storage.

(4) Maximum size of Empire Lodge is 35000 sf of which 30453 sf has been developed.

(5) Commercial uses on Silver Lake Village Lot D includes 2,062 sf as allocated from this Amended and Restated Large Scale MPD, plus support commercial uses.

DEER VALLEY RESORT  
TWELFTH AMENDED AND RESTATED  
LARGE SCALE MASTER PLANNED DEVELOPMENT PERMIT  
EXHIBIT 3  
OTHER PROJECT COMPONENTS

| ITEM                            | WITHIN<br>PARK CITY | OUTSIDE<br>PARK CITY |
|---------------------------------|---------------------|----------------------|
| <b>SKI AREA (1)</b>             |                     |                      |
| CHAIRLIFTS                      | 15                  | 5                    |
| GONDOLA                         |                     | 1                    |
| SKI TRAILS AND BOWLS            | 63                  | 34                   |
| SNOWMAKING                      | X                   | X                    |
| SKI PATROL / UTILITY STATIONS:  |                     |                      |
| BALD EAGLE MTN.                 | X                   |                      |
| BALD MTN.                       | X                   |                      |
| FLAGSTAFF MTN.                  | X                   |                      |
| LITTLE BALDY                    |                     | X                    |
| JORDANELLE BASE                 |                     | X                    |
| EMPIRE CANYON                   | X                   |                      |
| <b>AMENITIES</b>                |                     |                      |
| SNOW PARK LAKES & MEADOWS       | X                   |                      |
| SNOW PARK PARKING LOTS          | X                   |                      |
| PEDESTRIAN TRAIL SYSTEM         | X                   | X                    |
| MOUNTAIN BIKING TRAILS SYSTEM   | X                   | X                    |
| SOLAMERE SWIM & TENNIS FACILITY | X                   |                      |
| SNOWSHOE TOMMYS CABIN           | X                   |                      |
| CUSHINGS CABIN                  | X                   |                      |
| BIRDSEYE CABIN                  | X                   |                      |
| JORDANELLE BASE                 |                     | X                    |
| SNOW PARK CONCERT AMPHITHEATRE  | X                   |                      |

(1) ADDITIONAL SKI AREA FACILITIES AS DEMAND DICTATES, SUBJECT TO PROVISIONS OF PARK CITY LAND MANAGEMENT CODE AND OTHER APPLICABLE JURISDICTIONS.

**Exhibit E:**

February 12, 2020, Planning Commission Work Session Staff  
Report

PARK CITY MUNICIPAL CORPORATION  
PLANNING COMMISSION MEETING MINUTES  
COUNCIL CHAMBERS  
MARSAC MUNICIPAL BUILDING  
FEBRUARY 12, 2020

COMMISSIONERS IN ATTENDANCE:

Chair John Phillips, Sarah Hall, John Kenworthy, Mark Sletten, Laura Suesser, Doug Thimm

EX OFFICIO: Planning Director Bruce Erickson; Hannah Tyler, Planner; Caitlyn Barhorst, Planner; Rebecca Ward, Planner; Alexandra Ananth; Planner; Elizabeth Jackson, Planner; Mark Harrington, City Attorney

=====

**ROLL CALL**

Chair Phillips called the meeting to order at 5:35 p.m. and noted that all Commissioners were present except for Commissioner Van Dine, who was excused.

**APPROVAL OF MINUTES**

January 22, 2020

MOTION: Commissioner Suesser Thimm moved to APPROVE the Minutes of January 22, 2020 as written. Commissioner Kenworthy seconded the motion.

VOTE: The motion passed unanimously.

**PUBLIC COMMUNICATIONS**

There were no comments

**STAFF/COMMISSIONER COMMUNICATIONS AND DISCLOSURES**

Director Erickson reported that as of this time there would not be a special work session in March to discuss LMC Amendments. The Staff had cleared the February 26<sup>th</sup> agenda to devote the entire meeting to the LMC work session. The results of the work session discussion would come back to the Planning Commission on March 26<sup>th</sup>. Director Erickson suggested that any item that is continued this evening should be not be continued to the February 26<sup>th</sup> meeting in order to protect that agenda specifically for the LMC.



Director Erickson noted that Planner Ward had compiled a list of the LMC items to be discussed going back to when Steve Joyce was on the Planning Commission. She was trying to draft a calendar for when each item would be discussed. The Planning Commission would have the opportunity to reorder the calendar or add additional items on February 26<sup>th</sup>. If the Commissioners had additional input, they should contact Planner Ward prior to the February 26<sup>th</sup> Staff report.

Commissioner Kenworthy disclosed that he and Mike Sweeney sit on the HPCA Board together; however, their relationship on the Board would not affect his decision this evening.

Commissioner Hall disclosed that she would not be at the February 26<sup>th</sup> meeting; however, she has met with Planner Ward regarding the LMC Amendments and provided her input.

## **WORK SESSION**

### 5000 Royal Street – Work Session Discussion of a 15-Lot Subdivision located in the Deer Valley Master Planned Development. (Application PL-19-04374)

Director Erickson announced that the Planning Department was trying a new procedure of bringing projects to the Planning Commission in work session format for the opportunity to provide feedback earlier in the process rather than later.

Planner Alexandra Ananth introduced Rory Murphy and Michael Demkowicz, representing the applicant.

Planner Ananth stated that the project is located at 5000 Royal Street. The proposal is for a 15-Lot subdivision on a 40-acre site. The site is located between Marsac Avenue and Royal Street southeast of the runaway truck ramp. The site is zoned Residential Development, and it is also within the Deer Valley MPD. The lot has an existing single-family dwelling on the site, as well as two accessory buildings, a large garage, and a carriage house. The adjacent subdivisions include American Flag to the north, and Belle Terre to the east of the property. The property is heavily wooded.

Planner Ananth reported that the Deer Valley MPD was originally approved in September 1977, and it has been Amended and Restated 12 times. The 12<sup>th</sup> Amendment was approved in November 2016. Planner Ananth stated that among other things, the Deer Valley MPD authorizes density within the Deer Valley area.

Planner Ananth stated that in May 1982 the property was approved by the Planning Commission for a 34-lot subdivision known as the Westview subdivision, which was recorded and platted. A road was subsequently graded in but no further improvements were installed. The property was purchased by the Huntsman family in 1987 and the Planning Commission approved the vacation of the 1982 Westview subdivision plat, as well as a 15-unit conceptual MPD, which continues to be known as the Westview MPD.

Planner Ananth remarked that the proposed Huntsman Estate Subdivision creates 15 lots of record from the 40-acre site. The proposed lots are located on the flattest portion of the site for the most part in order to minimize grade changes. Single-family dwellings are allowed uses within the District. All the proposed lots meet the requirements of the Residential Development District, as well as the Deer Valley MPD. Planner Ananth noted that the lot shown in green is proposed as common area for the sites surrounded by the 15 lots. The existing Huntsman House on Lot 12, which was outlined in blue, would remain. As discussed in the Staff report, the applicant has reserved two lots within the Subdivision should they choose to pursue and be approved for a transfer of density from an adjacent parcel into the subject property. Planner Ananth clarified that Lot 12 was approximately 23 acres as currently proposed. However, it could be reduced to 21 acres in order to make room for two additional lots.

Planner Ananth outlined the issues for discussion this evening, which included 1) potential limits on maximum house size; 2) appropriate vantage points; 3) limits of disturbance and tree removal; 4) traffic study; 5) other guidelines for development; 6) conditions of approval; and 7) the adjacent parcel. Planner Ananth stated that the purpose of this work session was to get early feedback on these key issues.

Planner Ananth presented a slide that was also an exhibit in the Staff report which talks about the average lot and house sizes in the neighborhood. The average lot size is just under an acre, which is primarily based on the Belle Terre and the Flagstaff subdivision. The average Huntsman sized lot, excluding the large Lot 12, is just over an acre, which is very comparable to the surrounding lot sizes. The average neighborhood house size is approximately 7,000 square feet.

Planner Ananth reported that the Deer Valley MPD and the Land Management Code do not limit maximum house size or footprint. It primarily addresses setbacks and height. A question for discussion is whether the Planning Commission is interested in setting a maximum house size restriction on this subdivision.

Planner Ananth stated that the Sensitive Lands Overlay zone requires a visual assessment of the property from nine typical vantage points. This development site is

not located in the SLO zone; however, the Planning Department anticipates that some type of visual analysis will be required. She asked the Planning Commission for their thoughts on the most appropriate vantage points.

Planner Ananth noted that health forests are important for filtering water and air, and in minimizing wildfires and invasive species, and providing for wildlife habitat. The Planning Department requested that the applicant provide a report from a certified arborist evaluating the health of significant vegetation on the site, and to make recommendations for tree removal and the siting of houses and driveways, with consideration for wildfire prevention, and preservation of significant vegetation, as well as the visual impact of this development.

Planner Ananth stated that the Planning Department believes the 15-lot subdivision will have a fairly insignificant impact on traffic. The applicant was an on-call van service that would reduce traffic and transport owners to the Silver Lake area, as well as the Main Street Core. Planner Ananth noted that the 15 units of density were contemplated in the Deer Valley MPD; however, she asked the Planning Commission to discuss whether or not a traffic study is warranted.

Planner Ananth asked the Planning Commission to identify other areas of concern they would like to discuss. She had a working list of conditions of approval. If the Commissioners had specific conditions of approval, she would add them to the list for consideration.

Planner Ananth stated that adjacent to the subject property to the west is a 19-acre parcel that is also owned by the Huntsman family, but it is located outside of the Deer Valley MPD. The parcel is zoned Estate, which requires a minimum of 3-acres per unit. Planner Ananth reported that the applicant was interested in bringing this parcel into the Deer Valley MPD so they can transfer density from this parcel into the proposed Huntsman Estates. Those two lots were designated on the plat and hatched in blue. The Planning Department believed this might be worth pursuing in exchange for a conservation easement to keep this heavily wooded and very visible site from being developed in the future.

Planner Ananth remarked that the Huntsman parcel is located within the Sensitive Lands Overlay Zone and contains trails used by the public, as well as wildlife habitat. The parcel is also steeply sloped. Due to its location in the SLO zone, the Planning Commission can consider a transfer of up to 25% of the density of this site to developable land. However, the applicant needs to submit a sensitive lands analysis for a site suitability determination. The applicant had not yet done that analysis;

therefore, the Planning Department was not able to confirm the amount of density that may be transferred. However, it is anticipated that this parcel would qualify as a steep slope and that the density transfer section of the ordinance may apply.

Planner Ananth stated that the applicant believes that if allowed, they may be able to transfer up to two units of density to the adjacent Huntsman Estates project. In exchange for this density, the applicant has stated that they would be willing to donate a conservation easement to the City on this 19-acre parcel, so the site remains undeveloped in perpetuity. The Staff would like the Planning Commission to discuss this issue this evening to give the applicant a sense of whether it is worth pursuing.

Planner Ananth noted that a number of existing hiking trails recognized on public trails maps run through the subject property linking Deer Valley and the Main Street core. She stated that the City currently does not have easements on these trails; but would like to either acquire a blanket easement to maintain and improve these trails as necessary, or to own the adjacent parcel outright. The Planning Department was recommending a condition of approval that these trails be deeded to the City via a blanket easement so they can be properly maintained. Planner Ananth pointed out that if only an easement is donated, this parcel may still be developable. In exchange for the ability to transfer some density into the Deer Valley MPD, the applicant may wish to consider donating this land to the City as open space.

Planner Ananth remarked that a number of items still need to be submitted before this project can come back to the Planning Commission, including a visual assessment of the project, a certified arborist report, and projected open space calculations. The applicant also needs to decide whether or not to pursue the SLO analysis.

Rory Murphy, representing the applicant, echoed the points in Planner Ananth's presentation. Mr. Murphy stated that the owner is Deer Valley LLC, which is the Huntsman family. He clarified that he was only acting as an advisor on this property.

Mr. Murphy reviewed the proposed plat, which was still preliminary, showing the building envelopes. He noted that the applicant has been working on the visual analysis and they intend to submit a package with all the other requested items later in the week. Mr. Murphy stated that the parcel under the subdivision was the parcel in question as to whether the Planning Commission was interested in considering some type of density transfer.

Mr. Murphy stated that this property cannot be seen from any of the vantage points called out in the SLO. The applicant put in the simulation from the top of Main Street

and from the Marsac parking lot and the property is not visible from either of those vantage points and it would not be visible at full buildout. The slide showed part of the land that was in the separate 20-acre lot outside of the Deer Valley MPD.

Mr. Murphy presented a slope map and noted that they would be submitting the Sensitive Lands analysis very soon. He pointed out that there is one developable area on this land. Everything else is in excess of 40% slope and cannot be developed. Mr. Murphy remarked that the SLO Ordinance does allow for some development. Their calculations determined two lots if they agree to a conservation easement and pursue trails.

Mr. Murphy stated that lack of access was a question that was raised; however, the applicant does have access. When United Park City Mines sold the land to the Huntsman family, the Huntsman's insisted on an easement over the United Park City Mines parcel. The easement gives the applicant the ability to access the parcel and put in a driveway but they are choosing not to because it would be visually intrusive. Mr. Murphy remarked that this was the fate of the property if they could not figure out a density transfer.

Commissioner Suesser asked Mr. Murphy to point out the location of the easement and the United Park City Mines property in relation to the buildable area. Mr. Murphy pointed out where the easement runs parallel and stated that United Park City Mines also owns the Star parcel which is accessed from a trail head. Mr. Murphy emphasized that there is one developable spot on this land in lieu of some type of density exchange.

Mr. Murphy outlined the benefits, which included a conservation easement, protected open space, new public trails and access, wildlife habitat, vegetation protection, and site drainage benefits. They would also make a special point of preserving the trail.

Mr. Murphy stated that if the applicant strictly keeps with the 40-acre parcel they would be around 86% open space. If they add the 20-acre parcel, they would be over 90% open space. For this to move forward, Deer Valley would need to actively support it and be a willing participant in amending the MPD. The burden is on the applicant to work with Deer Valley to gain support. They have been speaking with Steve Issowitz at Deer Valley and he is open to the idea. Mr. Murphy stated that the arborist report should be completed by the end of the week. He believed the report would reflect conservation values. Mr. Murphy agreed that vegetation protection is critical because the site is heavily wooded. There was no mining activity in the past. Mr. Murphy was interested in hearing the discussion regarding house size. He noted that SBWRD has an easement through the property and they would like to eliminate an existing turn in

the sewer line. The applicant has been working on a line extension agreement with SBWRD. The Sewer District is very excited about the possibility of fixing the sewer line that comes through the property. Mr. Murphy was willing to do a traffic analysis if the Planning Commission thought it was relevant. He expected to submit the Sensitive Lands Analysis by the end of the week. Mr. Murphy stated that the applicant would be working with the City Fire Marshall and others on wildland fire protection because it needs to be balanced with keeping as much vegetation as possible. He remarked that the property is special and valued because of its beautiful forest. Mr. Murphy stated that the Staff came up with the idea of doing a macro report and adding a condition of approval that requires every lot to have a lot specific vegetation plan that identifies every tree on the lot. There would also need to be agreement with the Staff on which vegetation could be removed and what should remain.

Commissioner Hall asked if the on-call shuttle would be dedicated to the 15 homes; or whether it was part of an existing service. Mr. Murphy replied that currently they were working with a group that may incorporate their van service into this particular project. One of the outbuildings on the project is a van shuttle that the Huntsman's had on the property. Mr. Murphy did not have a definitive answer on how the shuttle service; however, he could guarantee that a van service would be in place.

Commissioner Suesser asked if there was an image of the proposed access to the subdivision from the road. Mr. Murphy stated that the proposed access was identical to the existing driveway. It was slightly moved in one spot further up to protect existing vegetation. He believed it would be apparent when they reach the point of having the Planning Commission visit the site.

Commissioner Kenworthy asked if this project was approved for nightly rentals. Planner Ananth answered yes.

Chair Phillips opened the public hearing.

Bob Dillon, a resident of American Flag and a Board Member, stated that Rick Barrus, the President of the American Flag HOA, was also present. Mr. Dillon clarified that his comments and questions were his alone and not on behalf of the HOA Board. He stated that the adjacent 19-acre parcel was SLO. The Deer Valley MPD expressly says that nothing in the MPD is subject to the SLO. Therefore, if the parcel is brought into the MPD, he would be against some of the changes in density that might occur. Mr. Dillon wanted to know what the conservation easement would permit or prohibit. For example, recreational open space would permit a gondola. He would not object to the pickle-ball and tennis courts as long as they do not have lights. Regarding house size,

Mr. Dillon noticed that the Staff compared it to Belle Terre rather than American Flag. He believed American Flag was smaller in size. Mr. Dillon remarked that the main concern was the 20-acre lot and he would like to see a restriction on house size. Under the MPD a hotel could be built with a CUP. He was unsure whether a non-condominiumized hotel would be one unit, but he would not want anything larger than a 22,000 square foot house on that one lot.

Chair Phillips asked Mr. Dillon if he was for or against a gondola through the conservation area. Mr. Dillon replied that he personally did not have an opinion one way or the other.

Mr. Dillon also wanted it clear that he was not concerned about the two additional lots coming over.

Pat Sweeney stated that he lives across Empire a little above this parcel. He liked the proposal and what the Huntsman's were doing with the property.

Melissa Band stated that she has been to this property many times and it has been listed several times over the years. The 22,000 square foot Huntsman home is a lovely home and this piece of property is very special with nice trails. Ms. Band thought it would be a great get for the City to take the conservation easement and give a little density where density already exists. Ms. Band assumed the homes would be second homeowners who are not there a lot. Van service to Silver Lake is a great way to mitigate another unsightly piece on a beautiful hillside.

Chair Phillips closed the public hearing.

Director Erickson noted that Planner Ananth chose to send a courtesy notice to 34 properties, the same noticing required if this item was schedule for action, to give the adjacent property owners the opportunity to comment this evening.

Commissioner Kenworthy asked Mr. Murphy what house size he would like. Mr. Murphy replied that the Planning Staff had concerns with the house size. It is not codified and the Planning Director has influence over the issue. He received the Staff Report on Friday but had not had yet met with the Huntsman's to talk about house size. Mr. Murphy was unprepared to answer the question at this time.

Chair Phillips was curious to know the largest possible outcome based on lot size and setbacks. He was also curious to see what will be proposed with the understanding that the Planning Commission will discuss what house sizes are suitable.

Commissioner Sletten asked if Mr. Murphy envisioned the applicant subdividing the lots and selling the lots to be built as custom homes; or whether the applicant would build the homes and then sell them. Mr. Murphy replied that the lots would be subdivided and sold. Commissioner Sletten assumed the design guidelines would be strict. Mr. Murphy anticipated that the design guidelines would be similar to Empire Pass or Deer Crest.

Chair Phillips suggested that they pay close attention to outdoor lighting because that is an issue that is easily overlooked.

The Planning Commission discussed the items for discussion listed in the Staff report.

#### Maximum House Size Limitations

Planner Ananth stated that the Planning Commission has been sensitive about house size in the past and she wanted to understand their thinking on this lot. Planner Ananth pulled up a slide that was also included in the Staff report as Exhibit E. The chart primarily compared the average lot and house sizes for the Belle Terre and the American Flag Lots adjacent to or near this site. Planner Ananth pointed out that the lots sizes are ranged, but the average lot size is just under an acre. She believed the average Huntsman lot size was very comparable at slightly over an acre, removing the large lot from the analysis.

Chair Phillips assumed that the American Flag and Belle Terre homes were built without a maximum house size but were a function of the lot. Planner Ananth stated that from her research, neither of those subdivisions have a maximum house size limit. She believed American Flag has a minimum house size of 2,000 square feet and limits on the length of a driveway. She also recalled that American Flag has more stringent setbacks than the LMC requirement.

Chair Phillips wanted to see an analysis showing the house size if this project was built the same as the other homes in the neighborhood. Planner Ananth stated that she and the developer would be doing that analysis. She noted that the limits of disturbance could also limit the house size. Planner Ananth thought they would be prepared to propose a preliminary number when this comes back to the Planning Commission.

Chair Phillips thought the arborist report might help create the building envelope for some of the lots in an effort to protect the higher priority trees. Protecting the ridgeline trees is one of his priorities.



Commissioner Thimm asked if the areas of disturbance will be described when this comes back to the Planning Commission for action for the Planning Commission to evaluate; or whether it would be a later consideration. Mr. Murphy stated that the house pads will be proposed. They will also provide the overall arborist plan, which will not talk about specific trees. He agreed with the Staff suggestion to come up with an overall plan initially and then make it very specific in the Development Agreement that every lot must submit a tree specific plan to the Planning Department when each individual lot is built.

Director Erickson noted that the Planning Commission typically see shifts in building pads when there is no architecture of a building. For this project, the strategy is to establish a clearly defined building size, vegetation plan, and wildland fire plan; and then adjust once they have good architecture. Director Erickson pointed out that minor modifications take up a lot of Staff and Planning Commission time because of policies that were established in the 1980. He was more concerned about the forest because many of the trees are mature and there are a lot of dead tops. Director Erickson anticipated that the arborist plan would include forest health amendments in addition to tree preservation. Director Erickson stated that the Staff was trying to be more progressive in doing these subdivisions.

Commissioner Hall thought it would be helpful to know the maximum allowable square footage for the entire property and/or lots. Commissioner Sletten clarified that it would exclude the existing house.

Chair Phillips remarked that if the house sizes are in line with surrounding development it would be easier to go with the proposed and not have special maximums. However, if the house sizes come in considerably larger through the matrix, the Planning Commission may decide to lower some of the house sizes to be more compatible with the neighborhood.

Commissioner Thimm asked if there was a maximum allowable in the underlying zone. Planner Ananth answered no. Commissioner Thimm pointed out that volume would ultimately limit house size.

Chair Phillips understood that the applicant was requesting a height exception of no more than 10% of the building; however, he was unsure from reading the Staff report whether the height was 33' or 28'. Planner Ananth explained that the height for the residential district was 28' with the 5' exception for slope roofs, dormers, etc. However, the Huntsman's specifically requested an exception for their family house to exceed the

height, and that was granted within the 1987 conceptual MPD. It was only granted for the house but not for the property in general. Chair Phillips understood that the new lots would be at the 28' height limit. Planner Ananth replied that he was correct.

Commissioner Thimm referred to page 27 of the Staff report and noted that the lot sizes range from .37 acres to 3.02 acres, excluding the large lot. In looking at the house size on median calculations, the result is approximately 1 acre with an average house size of approximately 7,000 square feet. Commissioner Thimm stated that his first thought would be in keeping with the area. If they round the numbers and say that the average size for an acre is 7,000 square feet, he suggested taking a ratio of the acreage and develop a square footage by multiplying that number by 7,000 square feet. Therefore, one acre would yield 7,000 square feet. A .37-acre lot would yield approximately 2600 square feet.

Commissioner Suesser supported that formula. She also supported setting a maximum house limit.

Commissioner Sletten liked the idea of a ratio. However, he not sure if he agreed with Commissioner Thimm's math because it might reduce the house on the smallest lot too far to support the pricing of the neighborhood.

#### Vantage Points and Visual Analysis

Chair Phillips suggested vantage points from the higher streets such as Woodside or Upper Norfolk. He also suggested vantage points from Rossi Hill such as the end of McHenry.

Commissioner Suesser liked the angle of the images from Main Street and Heber that was shown during the presentation. She found those to be helpful.

Chair Phillips asked about the other vantage points mentioned where the project is not visible. Planner Ananth clarified that the project site is not actually within the SLO and she only used those vantage points as reference. She thought it was more appropriate to use the sites that were selected. Chair Phillips agreed.

Commissioner Suesser wanted to see the project property from the Park City Ski Area. She asked if the property could be seen from the Montage looking down Empire. Neither Mr. Murphy nor Planner Ananth thought it could be seen from the Montage.

### Traffic Study

Planner Ananth asked if the Planning Commission thought a traffic study was necessary for this project.

Chair Phillips and Commissioner Suesser did not believe it was necessary.

Commissioner Thimm stated that 17 homes would generate a limited number of trips per day and he did not think that was overly impactful. Commissioners Sletten and Kenworthy concurred. Chair Phillips noted that the van shuttle would also mitigate traffic impacts and that would be written as a condition of approval.

Commissioner Suesser asked if there was any thought of connecting to the ski resorts through a gondola or other means up to Deer Valley. Mr. Murphy replied that the gondola is the biggest concern he has heard expressed. He met with Steve Issowitz and there is no graceful way to include skiing. It would only work by cutting across American Flag, which the applicant is not willing to consider unless the City approaches the Huntsman family with that preference. Mr. Murphy pointed out that the economics of this project would not support a \$30 million gondola or even participation in a \$30 million gondola. In conversations with Steve Issowitz, Deer Valley does not believe there is the potential for an alignment. Mr. Issowitz was adamant that if there is an alignment, Deer Valley would never staff it because it is not in their best interest economically or logistically. Mr. Murphy emphasized that this project was not proposing any type of ski access.

### Miscellaneous Issues

Planner Ananth asked if the Planning Commission had other items they wished to discuss or something the Planning Staff might have missed.

Commissioner Kenworthy thought it was worth the time and effort for the applicant to submit for the two additional lots. Chair Phillips concurred because it would help protect the lower portion. Commissioner Sletten agreed that preserving that area as open space would be significant.

Commissioner Thimm favored the advantage of those two lots, and he recalled that there were two choices; one was a dedicated conservation easement and the second was to deed the parcel to the City. His preference would be to have the entire parcel deeded over to the City.

Chair Phillips asked if the applicant had a preference. Mr. Murphy stated that it has been discussed and he did not believe the applicant had a preference. They primarily want to memorialize the trails.

Commissioner Suesser asked for clarification on whether they are existing unofficial trails on both the 19-acre parcel and on the Huntsman property. Planner Ananth pointed out the official existing trails; as well as informal trails that connect up through the Huntsman parcel. Director Erickson noted that there are dogs and a caretaker who vigorously defend the private property. There are existing trails on the Estate property and the City will request proper easements on those trails moving forward.

Director Erickson stated that he and Planner Ananth need to address process. The subdivision is inside the Deer Valley MPD. Separately there is the Estate Parcel that may either be deeded or a conservation easement placed on it. If the Planning Commission and/or the City Council want to transfer the density, the Planning Department needs to figure out a mechanism to do that. Director Erickson clarified that the applicant was proposing to leave those two potential lots part of the large lot, and then come back and replat for those two lots. He explained that the 15 lots would leave the two potential lots attached to the large lot, and the Planning Commission would see a preliminary plat that would show those lots. When there is replat, the Commissioners could go back and determine that those two lots are what was agreed to and approve the replat.

Commissioner Kenworthy asked besides the trails and the two lots whether there were other effects on the existing home and lot. Director Erickson replied that there were no other effects other than carving the two additional lots out of the larger lot. The existing home would remain with the height exception. Everything else would be consistent with the neighborhoods. Commissioner Kenworthy asked if they would be removing the ability to subdivide in the future. Director Erickson stated that the Planning Commission could decide whether to contemplate additional subdivision. The density on this site is limited by the Deer Valley Development Agreement; therefore, no additional development units are allocated to this parcel. Director Erickson assumed Deer Valley would not allow additional subdivision. That could be added as a condition of approval if the Planning Commission had a preference one way or the other.

Commissioner Sletten stated that in terms of a potential transfer of density, he could not imagine a UE available anywhere in Deer Valley. City Attorney Harrington stated that for MPDs that have pods of density that are less than the underlying zoning, the way the State is moving towards administrative subdivisions he cautioned the Planning Commission about leaving themselves vulnerable to a future fight. He believed the

Commissioners would be see more Staff recommendations for affirmative limitations on further subdivision. Commissioner Sletten clarified that he agreed with the limitations. He was merely making the point that it would probably be difficult anyway.

Commissioner Kenworthy stated that he was also leaning in that direction. Commissioner Thimm supported limiting further subdivision.

Commissioner Thimm referred to public comment about the underlying zoning allowing other uses such as hospitality. Planner Ananth could not remember all of the allowed uses. She would do further research and include all of the allowed uses in the next Staff report. Director Erickson stated that the Deer Valley MPD does not allow commercial activities on this site. They would need to change the document and allocate unit equivalents in order to do that. If they were using the underlying RD zoning, a lodging or commercial activity would be a conditional use and it would come back to the Planning Commission. It is very similar on the Estate property. Commissioner Thimm suggested adding a condition of approval that limits the permitted uses to single-family dwellings and outbuildings.

## **REGULAR AGENDA - DISCUSSION/PUBLIC HEARINGS/ POSSIBLE ACTION**

### **6.A. Land Management Code Amendment – Amend Land Management Code §15-7.1-7, Signatures and Recording of the Plat.**

Planner Rebecca Ward stated that the State has a new requirement that requires the Staff to submit approved plats to the Utah Geographic Reference Center within 30 days of approval to be entered into the statewide 911 emergency database. Summit County will no longer record a plat unless the County Addressing Authority can verify that there are no duplicated roads or addresses.

Planner Ward noted that the changes have already been implemented; however, the Planning Department is getting questions from applicants regarding the new requirements. The Staff was proposing to add the new requirements to the LMC.

Chair Phillips opened the public hearing.

There were no comments.

Chair Phillips closed the public hearing.

MOTION: Commissioner Thimm moved to forward a POSITIVE recommendation to the City Council for the proposed amendment to the LMC 15-7.1-7, Signatures and Recording of the Plat, for the City Council to consider on March 5, 2020 as outlined in the draft ordinance. Commissioner Suesser seconded the motion.

VOTE: The motion passed unanimously.

**6.B. Land Management Code Amendments – Regarding Historic Preservation in LMC 15-11-12.5 Historic Preservation Board Review for Material Deconstruction. (Application PL-20-04447)**

Planner Caitlyn Barhorst stated that the proposed LMC Amendment would streamline the process for the review authorities at the Staff level versus the Historic Preservation Board.

The amendment would allow the Staff to review the lower level smaller scope of projects as defined by ordinary repairs and maintenance, repair or placement of historic architectural details, or removal or replacement of non-historic architectural details. Planner Barhorst stated that currently all these items are reviewed by the HPB in the HDDR process. The Staff was proposing to remove the review from the HPB to the Staff level. The Historic Preservation Board would still review the permanent removal of historic material on the site to accommodate new additions.

Planner Barhorst noted that the Staff reviewed the proposed amendment with the HPB and they forwarded a positive recommendation with clarifying changes to distinguish what would actually be reviewed at the Staff level.

Chair Phillips felt comfortable with the HPB recommendation since this was their purview.

Commissioner Kenworthy asked for a breakdown of the HPB vote. Planner Barhorst replied that it was unanimous to forward a positive recommendation.

Planner Tyler clarified that the Staff would do most of the work and the HPB would usually rubber stamp what they had done. The intent is to simplify the process. It is not worth the HPBs time to review replacing a vinyl window with a wood window. Planner Tyler remarked that in addition to simplifying the process for the Staff and the Board, it will also aid the public in getting through basic items that the Staff can address.

Director Erickson stated that this amendment was also part of the conversation with the CDD task force in trying to streamline some regulatory affairs.

Commissioner Suesser asked if there is an inspection after approval of these types of repairs. Planner Barhorst answered yes because a building permit is required. The applicant submits a Historic District Design Review pre-application. The Staff reviews it and writes a waiver letter for non-historic items. The applicant is also required to follow the Design Guidelines. Chair Phillips asked if the inspection is done by the Planning Department or the Building Department. Planner Barhorst replied that it is both. The Planning Department does the inspection for planning purposes and the Building Department inspects for building reasons.

Commissioner Suesser asked if there is an HPB inspection. Planner Barhorst stated that the Planning Staff does the inspection and provides a quarterly update or as necessary as projects come in for the next HPB meeting.

Chair Phillips opened the public hearing.

There were no comments.

Chair Phillips closed the public hearing.

Commissioner Hall asked if there is a requirement to reuse or recycle demolition material. Planner Tyler answered yes. It is a standard condition of approval. Currently, there is nothing in the Code that requires the reuse of materials, but the design guidelines encourage it.

Director Erickson noted that the Planning Department would be coming forward with a CDD recommendation on trying to reuse materials.

Commissioner Hall stated that she always favors streamlining when possible because rubber stamping is a waste of the Staff's time.

**MOTION:** Commissioner Sletten moved to forward a POSITIVE recommendation to the City Council for the Land Management Code Amendment to 15-11-12.5, Historic Preservation Board Review of Material Deconstruction, for the City Council to consider on February 27, 2020 as outlined in the draft ordinance. Commissioner Suesser seconded the motion.

**VOTE:** The motion passed unanimously.

**6.C. 445 King Road – Conditional Use Permit – the Applicant is Requesting a Conditional Use Permit for the Construction of a Single-Family Dwelling, Consistent with the Plat and Master Development Plan.**

Planner Liz Jackson reviewed the conditional use permit application for a single-family dwelling called out as the main house on Plat Note 1, which is consistent with the plat for the site in the Sweeney Properties Master Plan. The structure will be in addition to the existing small house, which has been acting as the main house, but will now be considered a guest house.

Planner Jackson reported that last week, just prior to the Staff report being published, the applicant asked to submit new plans. The applicant has indicated that the plans will lower the height in select spots and further break up the massing. However, with the limited turnaround time and the plat specificity regarding footprint and height, which are proposed to be changed, the Staff and the applicant recommend that the Planning Commission open a public hearing this evening and continue this item to March 25<sup>th</sup>. A continuation will allow the Staff time to review the newly submitted plans in accordance with the plat and the Sweeney Properties Master Plan. Following their review, the Staff will update the Staff report and the Findings of Fact and Conditions of Approval for the March 25<sup>th</sup> meeting.

Planner Jackson stated that on quick review, the proposed changes appear in accordance with the plat and the SPMP, but the Staff would like to confirm that everything is in accordance and that the Findings and Conditions are consistent.

Planner Jackson noted that the applicants, Mike and Pat Sweeney, as well as the architect, Dave Richards, were present to answer questions.

Chair Phillips thought it would be helpful to have a brief discussion and provide input since the applicants and their architect were present.

Commissioner Thimm had read through the conditions of approval in the Staff report and he was in favor of all the conditions as written.

Commissioner Suesser asked for clarification on the future Phase 3 addition. Planner Jackson stated that the current proposal is what the applicant would like to do. The future phase addition is a potential addition. They will still have footprint to work with from the 3500 square feet and there is a possibility of wanting to fill in the rest of the



3500 square feet. Planner Jackson pointed out that Phase 3 was not part of the Planning Commission approval this evening. The house design needs to be reviewed through a CUP to mitigate any impacts. However, based on the size of the footprint for a potential future addition, the Staff felt that it could be approved administratively since most of the bulk and mass were proposed with this application.

Pat Sweeney stated that it was important to him to participate in setting the stage on that property forever. They have spoken with Director Erickson and Planner Jackson regarding making the home as intrusive as possible for Old Town, and also for Deer Valley. There was a great deal of thought in putting the house as far back as possible in the building area. They believe the plat as it stands is a good one. Mr. Sweeney commented on a loophole that could be used in the future and he intends to close that loophole. Wording on the plat that addresses the driveway would potentially allow someone in the future to go partway up the driveway and turn into the house. Mr. Sweeney believed that would expose two levels that would not otherwise be visible from the higher reaches of Old Town and Deer Valley. As part of this CUP approval, Mr. Sweeney wanted to enter into an agreement recorded with the City that would prohibit that from occurring. Mr. Sweeney stated that it would create a peninsula of earth and vegetation between the home and the end of McHenry Street, as well as American Flag. Mr. Sweeney remarked that 3,000 square feet of the house is basement, garage, and a shop. The rest of the rooms are bedrooms and facilities for his friends and family.

Pat Sweeney stated that Planner Jackson had done a great job with the Staff report and he thought it was quite thorough and complete. If the Commissioners had additional questions or input, he would like to hear their feedback so they can prepare for the next meeting.

Chair Phillips liked what was presented at this point and he the applicant had good intentions. He looked forward to seeing the updated information at the March meeting.

Director Erickson remarked that Planner Jackson had been working with the Wildland Urban Interface Fire Code for 18 months and she had benchmarked against this property. The Code works well for this particular property because the house is not visible and it meets the intent of the Wildland Fire Code.

Chair Phillips opened the public hearing.  
There were no comments.

Chair Phillips closed the public hearing.

MOTION: Commissioner Thimm moved to CONTINUE the Conditional Use Permit for 445 King Road to March 25, 2020. Commissioner Hall seconded the motion.

VOTE: The motion passed unanimously.

**6.D. 802 Empire Avenue – Conditional Use Permit – the Applicant is Requesting to Construct a Shared Driveway Over the Platted Unbuilt City Right-of-Way.**  
**(Application PL-19-04113)**

**6.E. 802 Empire Avenue – Subdivision – The Applicant is Requesting to Combine Multiple Parcels into a New Two (2) Lot Subdivision.**  
**(Application PL-18-03949)**

Planner Ananth introduced Martina Nelson from Park City Surveying; the applicant, Tom Peek, from Old Town Lands; and Jonathan DeGray, the project architect.

Planner Ananth remarked that the project is proposing to combine multiple vacant lots into a new two-lot subdivision and is simultaneously seeking a CUP for a shared driveway to access the two developable lots. The lots are steeply sloped from Empire Avenue down to Crescent Tram. The lots are vacant of any structures.

Planner Ananth provided additional background on the sites. She reported that 802 Empire consists of three lots; a portion of Lot 19 and all of Lot 20 and Lot 21. Over the years a number conveyances affected these lots. The City vacated a portion of Empire Avenue, which was shown in green, and this land was given to the adjacent property owner. Planner Ananth stated that that conveyance enlarged the surrounding lots. Following the vacation, a number of surveys used an incorrect point of beginning, which erroneously shifted some of the deeds in the area south. That area was outlined in blue. Planner Ananth stated that when Tom Peek purchased the land, Park City Surveying provided quit claim deeds to clean up these areas. Quit Claim Deed Area A, which was in the Crescent Tram right-of-way, was given to the City. Quit Claim Area C is the adjacent Treasure Hill parcel that the City now owns. The City Quit Claimed some land to the applicant that was intended to be owned by the applicant.

Planner Ananth presented a slide showing the proposed site plan, which were the two lots currently owned by Tom Peek and Old Town Lands. Another slide showed the CUP area. Planner Ananth explained that the applicant was proposing to go from the

802 Empire Avenue lot all the way to the edge of pavement in order to access these sites.

Planner Ananth stated that the two lots meet the lot and size requirements of the LMC. Both lots meet the minimum lot size for a single-family dwelling, but not for a duplex. The maximum density on the lots would be two single-family dwellings.

Planner Ananth reported that the applicant would need a CUP for access. There would likely be a Steep Slope Administrative CUP once these lots are further through the process for development, as well as applications to develop in the Historic District.

Planner Ananth noted that at the last meeting she presented a slide giving context to the neighborhood lot size. The average lot size is 3700 square feet. The median lot size is slightly lower at approximately 2800 square feet. Planner Ananth pointed out that the subject lots are slightly lower than the average, but still within the range of the surrounding lot sizes.

Planner Ananth recalled at question at the last meeting regarding potential staircases in the area. She spoke with the Trails and Open Space Coordinator and he clarified that the next prioritized staircase is the 6<sup>th</sup> Avenue staircase. She noted that money was set aside in the budget for that staircase. Planner Ananth pointed to a potential staircase that could link Crescent Tram up towards Empire Avenue. She overlaid that same potential staircase on an aerial to show that the 802 Empire Avenue parcel would not preclude any type of staircase on City-owned land immediately south of 802 Empire. Planner Ananth had also highlighted the 732 Crescent Tram parcel and noted that the two parcels do not connect. There is approximately 7-1/2 feet of space in between the parcels leaving the potential for a future staircase. Planner Ananth clarified that 732 Crescent Tram is also owned by Old Town Lands. Planner Ananth suggested adding a condition of approval that stating that the owners of 802 Empire would not fight a potential staircase adjacent to their property. She commented on the possibility of needing a minimal easement if there is any stairway encroachment. Planner Ananth believed that could be addressed in a condition of approval for this application if the applicant would agree. Mr. Peek was not opposed because a stairway would be positive for all the properties in that vicinity.

Martina Nelson with Park City Surveying gave a power point presentation. He also gave the Commissioners hard copies of her presentation with the slides numbered.

Ms. Nelson started with the plat amendment for 802 Empire. She noted that all of Old Town was compiled of two major plats; the Snyder's Addition and Park City Survey.

Those two plats come together at an angle point, which is also an important boundary line for a quit claim deed she would discuss later in her presentation. She noted that the subject property is within Snyder's Addition.

Ms. Nelson stated that in 1968 the City vacated a portion of Empire Avenue to the adjacent landowners. In most states, it is State law that when parts of a right-of-way is vacated it goes to the adjacent landowners. Ms. Nelson stated that in 1991 the parcel at 802 Empire was sold to Tom Peek with Old Town Lands LLC. She noted that moving forward there were various Scribner errors in the deeds. In 2019 those Scribner errors were corrected with the advice of the City Attorney and the City Planning Staff.

Ms. Nelson noted that Commissioner Suesser had raised a question at the last meeting regarding the Empire Right-of-Way. She indicated Empire Avenue shown in green. She stated that the best historical information comes from the old recorded plats, Snyder's Addition, the Park City Survey Plat, and the Bush and Gudgell City Monument Control Maps. Ms. Nelson explained that the Bush and Gudgell Monument Control Maps is a hand drawing rendition of these two plats as they fit together, and it has specific information that surveyors and the City uses for the center line of the rights-of-way.

Ms. Nelson noted that the red dash hatched area was the portion of Empire that was vacated. Ms. Nelson presented another slide showing the 802 Empire boundary as it exists today. The dash lines were the original Snyder's Addition lot lines.

Ms. Nelson showed before and after slides of the deeds that had corrected descriptions. She noted that the deeds were recorded but were incorrect, and they were eventually corrected by the Park City Survey, the City Attorney's Office, and Old Town Lands. Ms. Nelson presented an exhibit showing a 2:3 ratio. Old Town Lands gave two-thirds to the City and the City in turn quit claimed one-third of area to Old Town Lands.

Tom Peek, with Old Town Lands, indicated the piece that was quit claimed and noted that it was right in the middle of the Crescent Tram roadway. He explained that the original idea was to deal with that piece when they deal with the adjoining property that Old Town Lands also owns to accommodate access for a potential future stairway. Mr. Peek stated that the stairway is a positive aspect and Old Town Lands would like to see it happen because it is valuable to the properties on both sides.

Chair Phillips preferred to have that intent written as a condition of approval in case the property is sold and the new owners are not as willing to work with the City. Mr. Peek

agreed, noting that an application on the other property would be coming to the Planning Commission very soon.

Commissioner Suesser referred to the shift of the piece of property on Crescent Tram and that tail on the piece in red. She originally thought it had been taken care of but after Mr. Peek's comments she understood that was not. Ms. Nelson explained that handling that piece is more complicated and the City decided to address it with the 732 Crescent Tram project. Ms. Nelson clarified that the original intent was to shift it up. Commissioner Suesser asked if it was an error, or whether the property is owned by Old Town Lands. Ms. Nelson replied that there are two elements. One element is that the point of commencement to the point of beginning of the deed is incorrect because it was incorrect by 15'. The deeds that were recorded on the same day were incorrectly shifted south 15'. Ms. Nelson stated that the intent of the red parcel was to be shifted up, which would have eliminated the tail; but currently that tail piece has not been corrected.

Ms. Nelson showed a slide noting that the purple color was the boundary and the green color was the right-of-way. She presented a cleaned-up record of survey that was recorded on Monday of this week. Ms. Nelson noted that Sheet 2 showed the boundary on all the adjacent neighbors. Another slide showed the existing conditions.

Commissioner Suesser stated that there is a wonderful pedestrian access way to Main Street over that tail that goes between two homes and cuts across under the Town Lift. The access way is used regularly by everyone on that side of Old Town. She believed it was a critical pedestrian walkway. Ms. Nelson noted that Mr. Peek is adamant about maintaining an access easement through the 732 Crescent Tram parcel to maintain that access. Mr. Peak pointed out that the tail piece is owned by the City. It is actually an overlap over an easement that the City already owns along that. The Crescent Tram walkway is there with an easement on it, and the City owns over that easement. Ms. Nelson clarified that Old Town Lands owns an easement and the City owns an easement. The 732 Crescent Tram project will be more specific on how they plan to correct the problem. Ms. Nelson suggested that a preliminary work session for that project would be beneficial.

Ms. Nelson presented slides showing how the plat amendment fits with the CUP. She noted that the property could be accessed off of Crescent Tramway; however, that is quite dangerous and the City requested access off of Empire. Another slide showed the boundary and the CUP area in relation to each other. Another slide showed the plat with the two lots and the CUP. Ms. Nelson noted that the CUP goes to the edge of

asphalt. The shaded hatched areas were the actual roadways as built. Green shading underneath indicated the right-of-way.

Ms. Nelson presented four slides regarding the CUP. A red dashed line was the old platted center line of the Crescent Tram. Another slide showed a configuration with the driveways as built. There will be a snow storage easement within that driveway area.

Planner Ananth presented a slide with the Staff Findings for the subdivision.

Chair Phillips opened the public hearing on the subdivision.

Rick Kienzles stated that he is a homeowner at 808 Empire, adjacent to the subject property. Mr. Kienzles had general concerns that he wanted to express this evening. He noted that his attorney Nick, from Wrona and DuBois spoke on his behalf at the last meeting. Mr. Kienzles had a letter from Wrona and DuBois that he would submit to the Planning Commission at the end of comments.

Mr. Kienzles referred to an earlier project relating to the Huntsman property and that a courtesy notice was sent to the neighbors at the request of the Huntsman's. Noticing was at the heart of his concern for this project. Mr. Kienzles stated that even though he was not speaking for his neighbors, there have been communal conversations around specific issues. Mr. Kienzles remarked that the concerns revolve around complete and total transparency without the neighbors having to hire attorneys or spend time digging for information themselves. Mr. Kienzles stated that all the property owners in the neighborhood have a stake and should have a seat at the table with specific attention on what is being proposed and what is being discussed between the applicant and the City. Rules are rules and laws are laws. As long as everyone plays by the same set of rules and within those rules, there is no issue. Mr. Kienzles stated that the real concern is not necessarily 802 Empire; but as mentioned, Old Town Lands owns the adjacent property as well. The neighbors have not been provided an opportunity to see the overall plan. From his conversations with Mr. Peek he knows there is an overall plan and bits and pieces have been discussed with the Planning Staff. Mr. Kienzles stated that he and his neighbors believe that development of more density is not consistent with the City's stated goals of limiting development in the Historic District. He asked the Planning Commission to take that into consideration when considering this plan.

Mr. Kienzles had two letters from Wrona Dubois that he was asked to hand deliver. One was dated 2018 and he had made copies for the Commissioners. He did not have the opportunity to print a second letter that was written today. Mr. Kienzles would work with the Staff to provide that letter through the appropriate process. Mr. Kienzles noted

that the current letter references the letter from 2018. It was noted that copies could be made in the Planning Department and given to the Planning Commission this evening.

Commissioner Hall asked if all the owners had received the courtesy notice. Planner Ananth replied that property owners within 300 feet were noticed for both the January public hearing and again for tonight's meeting. Notice was also posted on the site. Planner Ananth stated that she also did her best to apprise the neighbors who provided feedback in January of this February meeting via email.

Commissioner Suesser asked if the neighbors were noticed that there would be a public hearing on the CUP and the Subdivision proposal. Planner Ananth answered yes. Commissioner Suesser asked if the neighbors were told when the Staff report would be available for their review. Planner Ananth replied that they were only given notice regarding the public hearing. It is a standard letter that follows the standard noticing process.

Commissioner Hall asked for clarification on why 802 Empire and 732 Crescent Tram were bifurcated. She understood that former Planner Astorga had originally looked at the two together. Ms. Nelson stated that it was coincidence that Old Town Lands owns both properties. They are not connected and were never anticipated to be connected because of the potential stairway. Ms. Nelson noted that 802 Empire lies within Snyder's Addition plat. The 732 Crescent Tram project lies under the old Park City plat. Both are two separate entities and have two separate legal descriptions. Ms. Nelson remarked that 732 Crescent Tram is complicated like 802 Empire. For that reason, they chose not to tackle them at the same time. The plan was to finish 802 Empire and then move on to 732 Crescent Tram.

Commissioner Suesser thought it would be helpful to see a slide that shows the larger area and the City parcel that separates the two. Planner Ananth presented a slide showing the 732 Crescent Tram parcel outlined in purple. On the north side was the 802 Empire parcel outlined in blue. Everything in between was the Treasure parcel. A yellow property line indicated the center section line which is where the Treasure parcel begins.

Mr. Kienzles pointed out that the driveway and the house depicted in the slide was his. He clarified that through lengthy litigation with the Sweeney's several years ago, he had a non-exclusive easement with what was formerly the Sweeney property and is now owned by the City.

Mr. Kienzles handed out copies of the letter from Wrona DuBois dated February 12, 2020 as well as the 2018 letter. The Commissioners took a few minutes to read the letters.

Commissioner Thimm was confused as to whether the neighbors were or were not noticed about this meeting. Ms. Kienzles stated that if he correctly understood the comment during the Huntsman property discussion, he thought the applicant made an extraordinary effort to include the neighborhood and explain what they were planning. It was not an attempt to fragment the project or to provide information incrementally. It appeared to him that the Huntsman's wanted to include everyone and hear their input. Mr. Kienzles apologized if he misunderstood the comment regarding noticing. His comment was not intended to be misleading.

Mr. Kienzles responded to Commissioner Thimm's question. Stated that he received his normal notice a week before the meeting, and he sent an email requesting information regarding the project. He promptly received the information he requested and sent it to his attorney at Wrona DuBois. Mr. Kienzles noted that they needed to wait for the Staff report which only came out a few days before the meeting, which did not give them much time to research the application. Chair Phillips pointed out that the Planning Commission has the same window of time between availability of the Staff report and the meeting.

Commissioner Thimm understood that the proper notification was done per the Statute and Ordinance.

Chair Phillips closed the public hearing.

Commissioner Suesser referred to the slide on the screen and asked if the small triangle piece was an additional parcel owned by Old Town Lands. Planner Ananth answered yes. Ms. Nelson pointed out that there are five small parcels in that little area, and easements are granted to give people access through the Crescent Tramway. Mr. Peek pointed out that the driveway would be in that triangle. The Crescent Tram walkway is also in that triangle.

Commissioner Suesser thought it should be clear that there is an additional parcel owned by this developer that could potentially be developed. Mr. Peek noted that the purple area is two parcels. A home in the back burned down and caused issues with the Angel House. The owner of that back parcel sold it to Mr. Peek because there were property line issues. The other piece is where the yellow home is located. Mr. Peek clarified that the historic home is part of the intrigue of that property and there is not



intention of removing it. Mr. Peek recalled that several years ago he came to the Planning Commission for approval to remove some of the non-historic additions to the yellow home. It was approved and the house was shored up to keep it from falling down.

Mr. Peek reiterated that the purple color was two separate pieces of property. He noted that Old Town Lands was working on different plans for that property. He is available anytime anyone wants to call and ask him questions. Mr. Peek stated that the idea is to either keep it two parcels with adjusted property lines or three parcels. Its square footage is equivalent to six Old Town lots. Access is off of Crescent Tram where the driveway currently exists.

Chair Phillips clarified that the neighboring properties were not part of the application this evening. He thought much of the letter from Wrona DuBois pertained to the historic home. Chair Phillips thought the Commissioners should understand the relationship of the owner owning adjacent lands, but they could not get into the details because an application has not been submitted. The Planning Commission needed to focus on the application before them this evening.

Planner Ananth pointed out that in between these two parcels is where the tail piece drops down into. There will potentially be cleaning up and quit claiming in that area in the future. Ms. Nelson offered to come before the public and the Planning Commission prior to getting to far into the plat work. Chair Phillips thought that would be helpful.

Chair Phillips informed Ms. Nelson that her slides were very helpful. Commissioner Suesser agreed that the slides were helpful and cleared up some issues. However, it would be better if it had captured a larger area to put it in perspective with the adjoining lots, because that is important when contemplating a subdivision.

Commissioner Kenworthy referred to the slide showing the frontage on Empire Avenue. He noted that LMC Section 15-3-3, General Parking Area and Driveway Standards, requires a 20' transition period from the back of the curb or where the City Engineer approves a 20' 2% Slope. He wanted to know where that starts and ends. Commissioner Kenworthy thought it appeared that the CUP area had it up against the edge of the asphalt. If that is the case, he wanted to know if that was acceptable to the City as defined in bullet 5 in Section 15-3-3.

Planner Ananth stated that the Engineering Department had reviewed this project and since the access from Crescent Tram is dangerous and not the preferred access, the Engineering Department indicated acceptance of the plan presented this evening.

Commissioner Kenworthy clarified that the City Engineer has approved it coming to the edge of the roadway in absence of a backside of a curb. Planner Ananth answered yes, if she was understanding his question correctly.

Commissioner Kenworthy read from bullet 5 of Section 15-3-3. "Drives serving more than one single family dwelling shall provide a minimum 20-foot transition area at no greater than 2%. Slope being at the back of the curb or as otherwise approved by the City Engineer". Commissioner Ananth agreed that it did not meet the letter of the Code, but the City Engineer had reviewed this project and indicated that access should be off of Empire Avenue.

Chair Phillips asked how they get around the Code compliance issue. Commissioner Thimm pointed out that the Code states, "unless otherwise approved by the City Engineer". Commissioner Kenworthy clarified that the City Engineer has looked at the plans and waived the requirement. Planner Ananth emphasized that the City Engineer has looked at the plans. Beyond that, she was not able to speak for the City Engineer. Commissioner Kenworthy understood that the City Engineer pushed the access to Empire because it is a better solution. However, he was concerned about stretching another area of the Code that may result in public safety issues if they push it all the way to the street. Commissioner Kenworthy understood they were using the edge of the asphalt and asked if it had the 2% or less slope for the 20'. Planner Ananth was not familiar with the exact slope.

Commissioner Thimm noted that page 157 of the Staff report contained slope information showing 12% and 11% driveways.

Commissioner Hall wanted to know the process if the City Engineer can waive the driveway requirement and whether it needs to be included in the Staff report. City Attorney Harrington noted that proposed Condition of Approval #5 requires City Engineer approval consistent with the Code. Mr. Harrington was unsure whether the City Engineer had engineered plans in front of him that he has or has not approved.

The Commissioners discussed the slopes indicated on page 157. Jonathan DeGray, the project architect, noted that the drawings indicate up to 12% on the apron. This was the drawing that was proposed, but he had not seen a direct comment from the City Engineer. If there were other constraints, they would need something in writing from the City Engineer.

Commissioner Thimm commented on the CUP criteria outlined on page 126 of the Staff report which says a driveway shall not exceed 10% slope. The Staff indicated that the

proposal Complies. He noted that the longer driveway is 11%. Commissioner Thimm questioned how the proposal was in line with the criteria. Mr. DeGray stated that the driveways within the property can be up to 14%. He believed the question of the apron was the issue. Mr. DeGray remarked that the 10% slope is achievable if they need to rework it.

Commissioner Kenworthy clarified that his question was prompted by the public safety issue. Personally, he thought it was a critical concern. Commissioner Kenworthy stated that if the City Engineer does approve the edge of the asphalt as the 20' apron, he would like him to be aware of the safety concerns.

Commissioner Suesser referred to page 162 of the Staff report which had the zone allowance for HR-1 and the proposed lots. She thought it would be helpful to have the existing lots listed as well, and a breakdown what would be buildable on each lot as currently platted versus what is being proposed by the subdivision.

Commissioner Thimm was trying to understand the right-of-way line on page 157. In looking at the map, there is a bold line with double dashes. He asked if that was the right-of-way. Planner Ananth replied that it is the lot line of 802 Empire in total. Commissioner Thimm stated that unless there is another lot in between, he assumed that was the right-of-way line. Planner Ananth replied that he was correct. Commissioner Thimm asked if the 12% driveway needed to be reduced to 10%. Planner Ananth answered yes, unless the 12% is approved by the Engineering Department. Commissioner Thimm did not believe the CUP review criteria could be overruled by the City Engineer. Mr. DeGray thought 10% was achievable. Commissioner Thimm suggested that the portion within the right-of-way should not exceed 10%. Chair Phillips asked if it should be a condition of approval.

Director Erickson remarked that there were questions on the table for both of these projects. One was a question from Commissioner Suesser regarding additional mapping on adjacent properties. If the rest of the Planning Commission supports that request, he would recommend bringing that forward. Director Erickson stated that if there is Planning Commission support on the question about driveways, that would need to come forward as well. Director Erickson thought there was also a question with respect to making sure the pathway location in the 7-1/2' is controlled correctly.

Director Erickson suggested that the Planning Commission open a public hearing on the CUP. If the Commissioners agree with the request for additional mapping and with the questions regarding the driveway in the right-of-way, they need to decide the best action to take this evening. He noted that the Planning Commission could either

continue this item with direction to the applicant, or they could craft conditions for action this evening.

Commissioner Sletten assumed that a continuance would apply to both items. Director Erickson answered yes. The subdivision is clearer, but access to the subdivision is not. Commissioner Thimm supported a continuance.

Commissioner Hall asked if the project for the other lots were in the pipeline. She asked if the other project was a close enough timeline to address both of them together. Chair Phillips thought the second project would be months behind the project before them this evening. Director Erickson understood that a number of property ownership issues need to be resolved with the second project. Chair Phillips was not in favor of tying the projects together because those are two different properties. Commissioner Sletten concurred.

Commissioner Suesser stated that since this item would likely be continued, she would like the applicant to address the significant vegetation on the site; particularly the large tree on Lot 19 and a grove of trees on the property. She wanted to know the plan for vegetation and whether the trees would be removed.

Mr. DeGray pointed out that the trees need to be determined significant, rather than just by size or diameter. He noted that per the Historic District Design Review, the applicant is required to submit a landscape plan that mitigates the loss of any vegetation. Commissioner Suesser understood that the assessment still needed to be done. Mr. DeGray replied that it would be done as part of the HDDR.

Commissioner Thimm summarized direction to the applicant based on their comments this evening, which included the driveway slope; clarity with regard to access; and the request to show the current buildable parameters on Lots 21, 20 and a portion of 19 versus what is proposed. Mr. DeGray noted that the Planning Commission had also requested an overall larger view of the project area.

Commissioner Hall recalled a comment about an easement for the staircase and having something in writing to that effect. Mr. DeGray thought the overall view would show what is available. He believed the easement was a separate issue.

Commissioner Kenworthy stated that if the City Engineer approves the edge of the asphalt and approves more than a 2%, he would like to see it. If the City Engineer pushes it back to the right-of-way and still requires 2% or less for the 20', it would result in a steeper driveway that the applicant will need to address.

Commissioner Suesser understood from the analysis that because this is a through lot it has two front setbacks, one on Crescent Tram and one on Empire. She was confused by the language, "...and that frontage can be measured on Crescent Tram in order to meet the minimum lot width". Director Erickson explained that lot width is measured 15' back from the property line and they had to make a determination on where they were measuring the lot width. He noted that the lot width was measured 15' back from Crescent Tram. He offered to make that clearer for the next meeting. Planner Ananth stated that it does not meet the minimum width off of Empire. Since there are two fronts, the Staff made a determination that it could be measured from either Empire or Crescent Tram. In this case it would be measured from Crescent Tram and not from Empire.

Director Erickson noted that the applicant had agreed to a continuance to the first meeting in April.

MOTION: Commissioner Thimm moved to CONTINUE the 802 Empire Avenue Subdivision to April 8, 2020. Commissioner Hall seconded the motion.

VOTE: The motion passed unanimously.

Director Erickson noted that the Commissioners' comments on the subdivision also apply to the comments on the conditional use permit and meeting the criteria.

Chair Phillips opened the public hearing.

There were no comments.

Chair Phillips closed the public hearing.

Commissioner Suesser referred to a utility pole currently in the driveway and asked if the proposed plan would move the pole or incorporate the pole on the site.

MOTION: Commissioner Kenworthy moved to CONTINUE the Conditional Use Permit for 802 Empire Avenue to April 8, 2020, with the same comments stipulated to in the Subdivision Continuance, with the addition of resolving the power pole question. Commissioner Suesser seconded the motion.

VOTE: The motion passed unanimously.

The Planning Commission Meeting adjourned at 9:00 p.m.

Approved by Planning Commission: \_\_\_\_\_

APPROVED 02.26.2020

**Exhibit G:**

[May 27, 2020, Planning Commission Public Hearing Staff Report](#)

PARK CITY MUNICIPAL CORPORATION  
PLANNING COMMISSION MEETING MINUTES  
COUNCIL CHAMBERS  
MARSAC MUNICIPAL BUILDING  
MAY 27, 2020

COMMISSIONERS IN ATTENDANCE:

Chair John Phillips, Sarah Hall, John Kenworthy, Laura Suesser, Mark Sletten, Doug Thimm, Christin Van Dine

EX OFFICIO: Planning Director Bruce Erickson; Alexandra Ananth; Planner; Hannah Tyler, Planner; Caitlyn Barhorst, Planner; Elizabeth Jackson, Planner; Mark Harrington, City Attorney

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The Planning Commission meeting was conducted virtually via Zoom.

The public was able to submit eComments during the meeting.

**ROLL CALL**

Chair Phillips called the meeting to order at 5:35 p.m. and noted that all Commissioners were present.

**APPROVAL OF MINUTES**

May 13, 2020

Commissioner Thimm referred to page 29 of the Minutes, first full paragraph, second line, and inserted the word "questions." The corrected sentence would read "He had **questions** relative to the driveway, but his questions were answered by reading the letter from the City Engineer".

MOTION: Commissioner Kenworthy moved to APPROVE the Minutes of May 13, 2020 as amended. Commissioner Sletten seconded the motion.

VOTE: The motion passed. Commissioner Suesser abstained from the vote since she had not attended the May 13<sup>th</sup> meeting.

**PUBLIC COMMUNICATIONS**

There were no comments.



## **STAFF/COMMISSIONER COMMUNICATIONS AND DISCLOSURES**

Director Erickson reported that the Planning Commission will hold their two regular meetings in June.

Director Erickson noted that the Staff report contained a long-range schedule for Park City Mountain Resort, which is interlocked into the long-range schedule presented last week regarding the 2020 development Plan.

Commissioner Sletten discloses that he has had an office at PCMR for over 20 years, and he has represented leases, sales, listings, etc. over time. He has no current contracts that would affect his opinion or his vote. He clarified that his statement was only a disclosure and not a recusal.

## **WORK SESSION**

### **5.a. Recreation Advisory Board Parks Preservation Urban Park Zone Discussion.**

Tate Shaw, Assistant Recreation Director, reported that in 2017, as part of the Recreational Advisory Board Annual Visioning, the City Council directed the Recreation Advisory Board to research protective measures that could be used to protect park spaces short of a third-party conservation easement. The direction came from a discussion based on the conservation easement that was put into place to protect and help with the Library Field. Mr. Shaw stated that the City Council provided guidance and asked the RAB to form a subcommittee. He commended the subcommittee members, Eric Hoffman, Jane Campbell, and Ed Parigian, for their hard work and effort.

Mr. Shaw stated that through the visioning efforts, they started to look at trends across different cities and different western communities that have similar interests, dynamics and population to Park City. They spoke with different groups in Colorado, the East Coast, and Missoula Montana to discuss some of the measures those communities were taking to help protect some of their park spaces from unwanted and/or concerning changes by way of legislative forums. For example, if zoning can be changed just by a cancelled vote, what measured could be put into place to stop that from occurring.

Mr. Shaw remarked that through the General Plan they located five fundamental locations throughout town that are some of the key parks that have been developed in the local area. Those five locations are Rotary Park, Prospector Park, the Golf Course, City Park, and Creekside Park. Mr. Shaw stated that each location was unique and had a different

perspective to what they were used for. Creekside Park is a neighborhood park and has the BMX dirt jump. Rotary Park is used for rentals, wedding, and things of that nature. The parks are very different in design; one is active and one is passive. Prospector Park is a neighborhood park that serves the Prospector community, as well as people coming into town. City Park is a multi-faceted place that has a variety of activities. The golf course is a large swath of land and they want to be cautious about maintaining the integrity of the look of the golf course; especially knowing that at some point the City might potentially need to transition or sell land if economics warrant it.

Mr. Shaw stated that with that in mind, they started to draft a master plan. The master plan goal is to allow for trends and recreation, while keeping the parks for future generations. Mr. Shaw explained that they were not concerned about the City Council wanting to transfer or sell land now, or to rezone land. It is more about what a future elected official might think based on the dynamics. They wanted to make sure that the public process is very specific and not just left legislatively to the elected officials. Mr. Shaw stated that the master plan they started working on was to hit three fundamental points, 1) the sale of property, 2) transfer of land, and 3) any rezoning. It was also important to give the community voice a platform to be heard.

Mr. Shaw stated that through a particular recommendation of the master plan, it would provide additional implementations of actions, but doing it through a very outlined process talking about how it would run. It would go through a series of public meetings and then ultimately come down to a voter referendum. Mr. Shaw noted that as highlighted in the Staff report, this has historical precedence because it talks specifically about the McPolin Farm. He noted that when the City purchased the McPolin Farm in the 1990s, they put protections on through the Entry Corridor Plan. That Plan was ultimately done with the intent to preserve the recreation and open space at the time for that location. Mr. Shaw recalled that three years later the City put a third-party conservation easement on that property. However, specific order referendum language said that there would need to be a special election 180 days before any legislative change that would require 60% of the voter population to agree to the change, such as if the property were to be sold.

Mr. Shaw stated that this is a particular measure that has historical precedence for what the RAB was looking at doing as part of this Master Plan.

Mr. Shaw explained where they were currently in the process. They presented their idea to the City Council and the Council liked it. However, Council Member Steve Joyce thought Recreation Open Space zoning was too big and would allow too many loopholes. He was concerned that at some point someone would find a way to legislatively make a change if there is a rezoning request. Mr. Shaw stated that there was discussion about including additional language for adding parks in the future, and

also clean up the ROS zoning language. Mr. Shaw stated that the group came back and tried to clean up the Recreation Open Space language, but it reached a point of being too complicated. After working closely with the Planning Department, they ultimately blended recreation open space and protected open space and came up with a new potential zone. The purpose of this work session was to discuss the new zone with the Planning Commission.

Mr. Shaw stated that using the ROS and POS zoning platforms, they were able to come up with something that is more restrictive; yet detailed in certain areas. For example, a parking structure in City Park would be allowed because it would fall with the ROS zoning requirements. Any future use or interest, as long as it fell within ROS, which includes horse property, would be difficult to determine a conclusion on how to say yes to one area and no to another area based on the current zoning at the time.

Mr. Shaw stated that the advisory board group overlaid the two different zoning requirements. He presented a slide showing Protected Open Space in gray, Recreation Open Space in green, and the proposed Urban Park Space in red. The group went through line item by line item to come up with the UPZ draft, which helps them understand how to monitor and still have something that is more specific to an urban park zone that would allow for a variety of uses and allow for essential health, life, and safety uses, but still allow for protective measures.

Mr. Shaw asked the Planning Commission to discuss the draft as presented and to provide comments or feedback. He also requested comments on whether the Commissioners were open to moving this draft along as part of the Local Parks Preservation Master Plan.

Mr. Shaw pointed out that the locations mentioned are the initial five locations, and they will look to add locations in the future if the Urban Park Zone were to be adopted. He remarked that it comes down to the perspective of Love Where you Live. It is about protecting these spaces for future generations and allowing the locals the ability to determine the fate of these spaces in the event of an economic crisis if the City needed to sell or transition these spaces.

Commissioner Sletten commented on the various uses of conditional, administrative, and prohibited that were being marked out. He noted that page 52 of the Staff report outlined the current ROS definitions of conditional uses, and he asked Mr. Shaw to bring up his slide so he could compare the two. Commissioner Sletten asked Mr. Shaw to explain the difference between conditional uses identified in gray and the ones in green. Mr. Shaw stated that the gray is the protected open space. Anything gray

throughout the document was the protected open space language. The green is the recreation open space language. They blended the uses in the gray and the green and put them into one zone matching the uses. The proposed draft showed the allowed uses currently, and what the allowed uses would be with the new zone. Mr. Shaw clarified that this was the process used to achieve the current draft.

Commissioner Sletten referred to the green conditional uses and asked if there was anything below #15, which was crossed out, that the Commissioners were not able to see. Mr. Shaw replied that it was the end of the slide. Mr. Shaw reiterated that the slide was only to show the process they went through.

Commissioner Van Dine referred to the Rotary Park facility use guidelines for events in the draft plan of the Master Plan. She read, "The facilities are generally available for exclusive use with the exception of programs sponsored by Park City Recreation". Mr. Shaw pointed out that the draft was still a working document and the actual master plan would change if the UPZ is adopted in a future meeting. Mr. Shaw stated that currently the City has exclusive use and the priority of these spaces. If there are City events, those uses would be marked out at the beginning of the year, and then it would be open to the public. It is similar to the priority structure already in place on all parks and field spaces where priority goes to local recreation first, then to school district use, and then to outside rental. Commissioner Van Dine thought she was confused by the wording "with the exception of programs sponsored by Park City Recreation". She understood Mr. Shaw's explanation. Mr. Shaw offered to clarify the language once they reach the point of final adoption.

Chair Phillips asked Mr. Shaw about the process to reach the point of requesting action. Mr. Shaw stated that he would like to have conversation regarding the UPZ draft to see if there were glaring issues. If the Commissioners were comfortable with the draft, they would work to finalize the Local Parks Preservation Master Plan with the new language of an Urban Parks Zone. They would then come back to the Planning Commission for approval of a new zone as part of the Land Management Code. Once it is approved by the Planning Commission, it would then go to the City Council for final adoption. Mr. Shaw anticipated coming back to the Planning Commission for approval as early as the second meeting in June, based on current agenda timelines.

Commissioner Thimm noted that the zone allows for a conditional use to build a building. He noted that there was an area limitation, but no provisions for setbacks, building height, or any of the normal requirements that are part of a zoning ordinance. He asked if there was any concern regarding those issues or since it is a conditional use the location, height, setbacks, etc. would be conditioned at the time. Mr. Shaw

offered to clarify that to address his concern. He stated that some of the related provisions would help with clarity moving forward. It would not be its own document or zone space. It would fall in line with other Land Management Code provisions. Mr. Shaw stated that he would follow up with the Planning Department on achieving clarity.

Commissioner Thimm presumed that if the UPZ would come into effect, the zone map would need to be changed to rezone these parks into the new zone. If that occurs, he asked if they would be eliminating a zone or whether other properties would still fall into the ROS and the POS zone.

Director Erickson stated that the only change is that the ROS zone would be replaced with the Urban Parks Zone in those five park locations. No other private property would be rezoned and there would be no changes in any of the other land uses. Commissioner Thimm clarified that there would still be other properties with the ROS zone once the five properties are removed. Director Erickson noted that portions of the ski area are zoned ROS and most of Quinn's Junction is zoned ROS. There is also a 40-acre portion of POS in Quinn's Junction. Mr. Shaw remarked that another example are the ROS requirements on Round Valley. However, the Prospector Park area, which is in the same ROS swath of land, would have a different zoning for that location, even though it is adjacent to or currently falls in ROS.

Commissioner Hall commented on the specific conditional uses. She asked if a community garden would be more restrictive than an agricultural use, such as raising livestock and horses, or allowing for a nursery. Mr. Shaw replied that it was more restrictive in the sense of what a community garden would be, and that is an area that could be more clearly defined. He stated that agriculture is such a large-scale word. It would be difficult to ever envision raising livestock on the rugby field at City Park; however, that could occur under the current ROS. Mr. Shaw remarked that a community garden was not originally noted on the conditional uses, and it was only identified as agriculture. He explained that community gardens came up later as an additional independent use of the current conditional uses in the new UPZ zone, that is not in the large-scale approach of agricultural uses. He thought community garden would need to be more clearly defined in the master plan itself. The intent is for local garden spaces that could be shared amongst neighborhood groups and approved through the conditional uses as part of the planning process.

Commissioner Hall stated that she would be concerned if they were to expand the uses beyond the ones currently listed. She noted that a lot of City land uses livestock for weed abatement and soil restoration. Mr. Shaw stated that there were not looking to

expand the list at this time; however, there could be changes in the future, but any expansion would be developed rather than undeveloped cases. For that reason, they determined that raising horses and livestock was not warranted in these main five locations at this time.

Commissioner Hall referred to C-18 for small wind energy systems. She asked if solar panels on accessory buildings would be automatically included, or whether it needs to be accounted separately as a line item conditional use. Director Erickson stated that they would not change the way they regulate wind energy systems or PV panels from the current uses. He was not opposed if the Commissioners wanted to add PV as item #19.

Commissioner Hall asked if B-2, outdoor recreation equipment, are playgrounds. Mr. Shaw replied that the intent of outdoor recreation equipment is anything that would be used in an outdoor setting, such as a playground, swings, soccer goals, basketball hoops, etc. It is broad enough that it would need to fall within the realm of recreation per se, which is a big area. Ms. Shaw stated that nothing in the language states that if in the future the public decides they want another use at City Park, any change to the zone or the use would still go through a public process before a major change would occur. Commissioner Hall asked how that was distinguished from C9 and C10 in terms of calling out specific outdoor recreation equipment, such as a sports court or skate park. Mr. Shaw replied that outdoor recreation equipment can be anything considered in the recreation realm, whereas conditional uses would require more of a build out.

Commissioner Hall thought some of the accessory buildings in City Park and Rotary Park appeared larger and more spatial. Mr. Shaw replied that she was correct. He noted that those buildings fall under a few conditional uses. He explained that there is an accessory building that is greater than 200 square feet, but not to exceed 600 square feet. That would be something like equipment storage for items used for maintenance or to store sporting equipment. However, C-11, Public and Quasi-Public institution, education, park, plaza, Structure for public assembly, greater than 600 sq. ft. in approved locations, would also fall under the related provisions. It would apply to something such as the City Park Building or Miners Hospital. It would be in an approved location and for a particular use.

Commissioner Suesser thought C-1 and C-12 basically said the same thing, only C-12 was more defined. She suggested that they could eliminate C-1 only use C-12. Mr. Shaw noted her suggestion. Commissioner Suesser understood that it would be an administrative conditional use if it is in one of the five places and less than 600 square feet; and it is a conditional use if it exceeds 600 square feet. Mr. Shaw replied that she

was correct. Mr. Shaw thought it was important for clarity to define what essential really means in terms of life, safety, health.

Commissioner Thimm thought the UPZ was a great idea. Chair Phillips concurred. He appreciated the hard work and thanked everyone who was involved. Chair Phillips thought it was a great idea to create this zone for the five locations mentioned, with the potential in the future to move other locations into the zone for added protection.

Commissioner Hall commented on food trucks as an allowed use. She understood that it would be regulated by the Planning Director, as well as the guidelines set forth in the other sections of the Code, rather than being a conditional use or administrative conditional use.

Director Erickson clarified that under the current regulations they were only regulating a food truck location and not the food truck itself, in order to be consistent with the State guidelines. He explained that per this section of the Code, if a food truck location has been approved, the Planning Director can administratively approve the food truck. If the food truck wants to locate somewhere other than an approved location, he would not approve the food truck. The food truck owner would need to get the location approved by the property owner.

Commissioner Kenworthy supported this preservation goal and he encouraged Mr. Shaw to keep moving forward.

Commissioner Sletten thought it would take care of unintended consequence in the future for changing perceptions. Several years ago, the City engaged a consulting firm to look at various housing options; one of which included removing the golf course and building affordable housing. Rightfully, there was opposition from the neighborhood to protect the golf course. This proposal protects what they have with the potential to expand.

Commissioner Hall echoed Commissioners Sletten and Kenworthy. She personally uses four out of the five parks on a regular basis and she was pleased with the proposed zone change.

Chair Phillips opened the public hearing.

There were no comments.

Chair Phillips closed the public hearing.

Mr. Shaw appreciated their time this evening and he hoped to be back before the Planning Commission for approval of the UPZ next month, and then move to City Council for adoption with the Master Plan.

- 5.B. Park City Mountain Resort Base Parking Lots – Work Session – Project Orientation and Discussion of Request to Amend the 1998 Park City Mountain Resort (PCMR) Development Agreement (SA) to Replace Expired Exhibit D of the DA, the 1998 PCMR Base Area Master Plan Study Concept Master Plan, with a New Master Plan, known as the Park City Base Area Lot Redevelopment Master Plan Study. (Application PL-20-04480)

Director Erickson provided a brief history. He had no idea how the Resort was approved originally, but the Development Agreement was dated 1997 and 1988. The Town Lift and the Town Bridge were done, and the Town Lift was later changed to remove the mid-Station. The Marriott Mountainside was developed, which was Phase A of the 1998 Master Plan. In 2014 they worked through the Woodward Plan, which was eventually withdrawn. In 2015 the Master Plan was redone to incorporate the new gondola. Director Erickson noted that Planner Ananth had included a schedule in the Staff report of items to be discussed at future meetings. He suggested that the Planning Commission start to work through Planner Ananth's questions on what type of development agreement this is. Director Erickson stated that the City has always made the assumption that the Resort developer would be the same as the ski area and base area. However, in this particular case they are not the same. The Resort is selling things in conjunction with each other that have not been sorted out. For example, the replacement of the skier parking will be underneath the developer's property, and the City does not know who will be in charge of that parking. The transit operations are jointly funded, and they need to figure out how that will work.

Director Erickson stated that the developer was working on providing responses to the affordable housing situation, how much, where, and how, recognizing that they might not have met the criteria for the Marriott Mountainside property. They also need to understand the Resort operations in the summertime, and how the parking will work during that period of time. Director Erickson remarked that they have been working on all these items for almost a year.

Planner Ananth stated that she and Director Erickson would be joined by a number of people from the Peg Development team who would introduce themselves later.



Planner Ananth stated that this evening the Planning Commission would be reviewing PEG Development's request to amend the 1998 Park City Mountain Resort Development Agreement. She intended to focus on a high-level orientation and overview of the project. The Planning Department will present background on the project's history. PEG Development will provide an overview of the proposed project, followed by a discussion of the project and an opportunity to ask questions and discuss any additional information that might be necessary to make the decision of whether the applicant can amend the existing DA with a new master plan versus needing to file for a new MPD. Planner Ananth stated that at the end, the public would be able to share their input on the project through the eComment section.

Director Erickson reported that there are vested development rights on this property. Development rights were taken off the 2800 acres of the ski area and placed in the base area. In addition, 100 acres of private ground was taken from the base area and placed in the parking lots. He stated that the vested development rights of approximately 360.

Director Erickson pointed out that the design of the base area facilities has expired due to lack of action. He noted that Planner Ananth had prepared a schedule to discuss specific items that goes into October, and that schedule could be extended if necessary. Planner Ananth was also working on an RFP for additional traffic information.

Planner Ananth stated that Treasure Mountain was opened as a ski area in 1963 with funding that included a loan from the Federal Area Redevelopment Agency, meant to help stimulate the town's economy after the collapse of the mining industry. United Park City Mines, which was the last remaining mining company in Park City, matched the loan with their own funds, as well as 10,000 acres of surfaced land rates donated from a newly formed subsidiary of the mining company in order to develop a year-round vacation center and recreation complex. Planner Ananth stated that in addition to a gondola, chair lift, and 2 J-bars, the mountain contained the only skier subway that transported skiers two and a half miles into the mountain through the Spiro Tunnel on a mine train. Skiers then boarded a mine elevator and that lifted them 1700 feet to the surface of the mountain.

Planner Ananth reported that the Resort's name was changed to Park City Ski Area in 1966 and it became known as PCMR, Park City Mountain Resort, in 1996. Powder Corporation operated the Resort for many years until 2014 when the ski area was sold to Vail Resorts. Planner Ananth stated that the Resort includes summer activities, as

well as skiing, and was host to numerous events during the 2002 Utah Winter Olympic Games.

Planner Ananth stated that Vail combined PCMR with the Canyons Resort via a gondola in 2015 to create the largest lift ski resort in the US. Vail Resorts rebranded the combined resort as Park City Mountain.

Planner Ananth remarked that the PCMR Resort Center neighborhood allows for the densest resort-oriented development in Park City. It contains predominantly a mix of medium and high-density condominiums and hotel buildings, many of which are offered as nightly rental units. With the exception of the parking lots and Legacy Lodge, much of the base area is privately owned. Most of the existing development at the base was built in the 1970s and 1980s, including the Marsac Manor and Silver Mill House condominium that was built in 1973, the Village Condo Loft, the Park City Village Condos, the Resort Center condos, and the Lowell Condominiums. Planner Ananth reported that Park City Mountain Village and Marriott Mountainside Condominiums were developed in the late 1990s and early 2000s. Surrounding neighborhood development ranges from the late 1960s and the 2000s and includes the more prominent condominiums known as Edelweiss House Condominiums, the Three King's Condominiums, the Snow Flower Condominiums, Shadow Ridge Condominiums, and the Silver King Condominiums.

Planner Ananth stated that the more traditional Park City Old Town neighborhood wraps around the Resort area, particularly on the southern and eastern edge, with multi-family and single-family homes generally built between 1980 and 2010. Woodside Phase 2, which is a City-sponsored housing development is planned to be located across the street from Parcel B close to the intersection of Manor Way and Empire Avenue. This development will likely include 58 affordable, attainable, and market-rate units. The King's Crown neighborhood is also under construction just south of the Resort and the Marriott Mountainside. This development contains condominiums, townhomes, single-family residences, and is the first major project in the area.

Planner Ananth reported that the National Abilities Center is working on a new building to be developed in front of Parcel C, which was highlighted in green on the slide. The future building would be accessed off of the road just south of Building C.

Planner Ananth stated that the proposed project is comprised of the four parking lots that currently contain almost 1200 surface parking stalls. Significant planning issues to consider include whether this project makes traffic and parking better than it is today in

all seasons; is the applicant fulfilling their obligation to provide employee housing; is connectivity improved under the new site plan; will the development be cohesive and provide public benefits such as ski lockers, dining, and Apre ski opportunities; how sustainable is the proposed project; will the public spaces feel lively and attractive; and is 1200 the right number of parking stalls. Planner Ananth remarked that early identification of other important key issues will be helpful to the applicant as the review of this project progresses.

Planner Ananth noted that the applicant would be presenting the proposed site plan in further detail; however, first she wanted to note that the applicant was proposing a new one-way circulation pattern with two proposed roundabouts that encroach into the City's municipal golf course. Planner Ananth reported that minor changes are proposed for the transit pickup and drop-off areas. It is a complex project with a complicated phasing plan that needs to maintain 1200-day skier parking stalls throughout the construction process.

Planner Ananth stated that the Planning and Engineering Departments will be hiring a third party reviewer to help review the applicant's traffic impact study, which will be discussed in more detail at a later date.

Planner Ananth noted that the project replaces the existing surface parking stalls with four new buildings, all with parking below, for both day skiers and the new proposed users of the site. The applicant is proposing that the parking will become paid parking when it moves underground, as it was originally intended in the 1998 Development Agreement. Planner Ananth stated that this is a trend in the ski history in general. In general, paid parking when coupled with incentivized carpooling and improved efficient transit, can reduce the number of cars and the number of parking stalls required.

Planner Ananth noted that Director Erickson had alluded to a number of documents that govern this site that were listed on the slide. She reported that the 1997 Planning Commission and City Council approvals #1 and #2 make up the 1998 Development Agreement, which is the primary document that governs the site. The Development Agreement lays out how the site will be developed and is based on Exhibit D of that agreement, which is the 1998 Base Area Master Plan Study. Planner Ananth stated that the applicant was proposing to replace the 1998 Base Area Master Plan Study with a new base area plan. She pointed out that the 1998 Development Agreement memorializes the developer's commitment to comply with all the conditions of the 1997 approvals, and spells out the relationship of the parties, and the different parties' respective obligations. Planner Ananth stated that the Development Agreement also consolidates resort density to the base area on parcels A through E, as the clustering of

development at the base area preserves open space and view corridors, and is preferable to density being spread up and on the mountain. The Development Agreement specifies that the Base Area Master Plan was granted 491-unit equivalents, a permitted density subject to maximum square footages and volumetrics as outlined in the Base Area Master Plan Study. After the development of Parcel A, 353 unit equivalents remain. The current application is proposing 301 unit equivalents.

Planner Ananth remarked that the 1998 Development Agreement states that the developer intends to develop the 1998 Master Planned Area pursuant to the 1998 Master Plan Study, which details volumetrics, horizontal and vertical articulation, maximum square footages of each building, streetscape and architectural design guidelines, all of which are integral to this plan. The 1998 Master Plan Study includes design guidelines and detailed volumetrics on pages 126-148 of the 1998 study. Planner Ananth reiterated that only Parcel A was developed when the Planning Commission approved a CUP in 1998 for the Marriott Mountainside Resort, which is a 182-unit timeshare project. This approval also included a skier services building, now known as Legacy Lodge, as well as 193 parking spaces, most of which are underground. Planner Ananth stated that after the development of Parcel A, 353-unit equivalents remain. Under the 1998 Development Agreement, this equates to about 806,000 square feet of entitlements on Parcels B, C, D and E.

Planner Ananth commented on the MPD process. Six or more Planning Commission meetings are planned over the summer and fall to discuss this project. Those meetings will occur on the Planning Commission regularly scheduled fourth Wednesday of the month meeting. The public will have the opportunity to make comment in advance of each meeting and during the public hearing at each meeting. The public can send email comments or questions to her at any time, and she will forward those emails to the Planning Commission. During the meetings, the public can also comment from the City's webpage. Planner Ananth reported that the City Council is the appeal body for the Planning Commission's decision. Therefore, it is imperative that the public and applicant not discuss the project with either the Planning Commission or the City Council outside of a public hearing while the project is in the review process. The City has a webpage for this project that will be updated with meeting schedules, Staff reports, background information, and information on how to submit comments on the project. The webpage will be easy to find from the City's main webpage.

Planner Ananth stated that the PEG Development team had prepared a presentation. Following their presentation, she would continue her presentation with more of a discussion on amending the 1998 Development Agreement versus applying for a new MPD.

Robert Schmidt with PEG Development introduced McKay Quinn, the Development Manager on the project, Stan Kozlowski, assisting the team in a consulting role, and Legal Counsel, Robert McConnell, with Parr Brown.

Mr. Schmidt provided background on how PEG Development arrived to this project. He stated that a couple of years ago, Vail put out a Request for Proposal asking developers to contemplate ways that this property might be developed. They responded to that RFP and were selected. Mr. Schmidt explained that the arrangement with Vail is a Purchase and Sale Agreement, and they are under contract to purchase these parcels. They will be the owner and operator of the improvements that will exist on Parcels B, C, E, and D. Mr. Schmidt reviewed an aerial photo showing that the parcels are an existing parking lot. It has been in this condition for over 20 years, since the Development Agreement was approved in 1998. He stated that PEG Development is extremely excited about the potential and possibilities of this project. Mr. Schmidt recognized that this is a complicated project and multiple factors need to be balanced. At the same time, those challenges present great opportunities for the locals, the City, the neighbors, the ski resort, and for PEG Development.

Mr. Schmidt stated that over the last year they have met with over 100 people within the community through a series of open houses, meetings, public open houses, and multiple outreach meetings. Over the past six weeks during the shutdown they conducted several Zoom meetings with neighboring HOAs, and several more are scheduled. They intend to continue the outreach and the discussions with neighbors, HOAs, and others in the community. Mr. Schmidt looked forward to the process of presenting their plan and ideas to the Planning Commission and receiving their feedback so they can move forward in a productive way with a project that everyone will be proud of and one that will help Park City continue to maintain and further its reputation as a first class destination ski resort town.

Mr. Schmidt commented on some of the issues that need to be balanced on this project. There is an existing Development Agreement and MPD, and the Development Agreement contains the density, square footage, height and setback requirements. He thought it was important to keep in mind that this Development Agreement also has many other things attached to it, such as the 2007 Annexation Agreement, the 2015 Amendment, and the Mountain Upgrade Plan that was part of the 1998 plan. Mr. Schmidt stated that the Development Agreement guides the thinking and thought process on this project. In addition, there are multiple needs and interests for the ski resort and the City in terms of traffic, transportation, pedestrian connectivity, and utilities that need to be addressed. Mr. Schmidt noted that multiple neighborhood groups have

an interest, as well as existing commercial businesses at the base, the skiers, the guests and the locals of Park City.

Mr. Schmidt spoke about parking demands, timing and phasing of the project, traffic needs, transit needs, and affordable housing. All of these issues need to be balanced, and the project needs to be financially viable for a developer to step in and move forward with the project. Mr. Schmidt walked through the site plan in the order that the project would be phased, starting with Parcel B. Mr. Schmidt reported that Parcel B shows 56 condominium units that front on Lowell Avenue. In addition, on the northeast corner of the parcel will be employee housing units and affordable units. These housing units are in compliance with the current City Affordable Housing Guidelines. The buildings wrap around and sit on top of a parking structure with 874 parking stalls. Parcel B will also have retail square footage. They anticipate at least one or two of the retail bays would be well-suited as ski lockers available for both day use and season long rentals. Mr. Schmidt pointed out that other places within the development could also serve as locker rentals for the ski season.

Mr. Schmidt moved to Parcel C, which is the hotel parcel with 250 keys. It is a four-star type property, but they had not determined any specific brand or flag at this point. As a four-star property they would provide 20,000 to 26,000 square feet of meeting space. It would include the amenities typical in a four-star hotel, such as restaurants, spa, fitness facility, and other uses within a four-star facility. In addition, Parcel C contains retail. Mr. Schmidt clarified that retail space can be used for restaurants, soft goods, etc. The retail square footage for Parcel C fronts on the north side of the building and it fronts on a large plaza. Mr. Schmidt stated that Parcel C also sits over the top of a parking structure containing 183 parking stalls below grade. These stalls will serve the uses on Parcel C.

Mr. Schmidt referred to the parking structure on Parcel B and noted that 760 of the 874 parking stalls are dedicated to day skier parking. The remaining stalls will provide parking for the condos and housing on Parcel B.

Mr. Schmidt noted that currently there is slightly less than 1200 parking stalls on the surface, and they were proposing to replace those 1200-day skier stalls in two structured locations. In addition to the day skier parking stalls, the plan will provide parking for the conditional uses being proposed.

Mr. Schmidt returned to Parcel C and identified the Plaza, referred to as the upper or winter plaza, that sits over the top of a large parking structure and contains additional day skier parking stalls. It is a hardscaped plaza; however, they provided landscaping

and soft programming on top of the parking structure to provide for a first-class apre ski experience. Restaurants fronting onto the plaza would have outdoor seating areas. People can congregate and gather in nicely designed areas with landscaping and benches. During the summer it becomes an outdoor plaza providing space for community events, small concerts, and other activities.

Mr. Schmidt moved across the plaza north to Parcel E. Parcel E has retail space that fronts on the plaza and 46 condo units above. They were also proposing a private ski club. Mr. Schmidt stated that they would also propose that the medical clinic be replaced with permanent space within Parcel E. Below Parcel E are 543 parking stalls. Of those 543 stalls, 440 are designated as day skier stalls. Mr. Schmidt pointed out that between Parcel E and Parcel B there will be 1200 structured stalls for day skiers.

Mr. Schmidt moved across Lowell Avenue to Parcel D, which is proposed as a condo building with 39 condo units over retail space. They view this retail space as being less intense. Rather than restaurants, they envision soft goods or a small neighborhood grocer. The space fronts onto a plaza referred to as the lower or summer plaza. It will be softscaped with more grass and there is the opportunity for a pavilion in the corner. The intent is to invite members of the community to enjoy these spaces and help activate them. Mr. Schmidt stated that Parcel D is self-parked with 95 parking stalls serving only the uses on that parcel.

Stan Kozlowski reminded everyone that Parcel A is the Marriott Mountainside, which is why the project begins with Parcel B.

McKay Quinn suggested that Mr. Schmidt talk about the view corridor and the approach from the roundabout. Mr. Schmidt stated that the connectivity between the winter plaza and the summer plaza provide an expansive view corridor off the intersection of Empire and Silver King. It is an expansive view corridor across these plazas will be a surprise moment for guests as they arrive. He pointed out that the view already exists, and it was important to maintain it as guests arrive at the resort. Mr. Schmidt stated that he would expand on that point later in the presentation.

Mr. Schmidt commented on traffic and the traffic circulation plan. He stated that when they first started looking at the project and met with the City Staff and community members, they clearly heard that traffic is an issue. They hired a traffic consultant. A traffic study was done, and they analyzed the counts and the numbers. Mr. Schmidt noted that traffic could use improvements in its existing condition. Traffic presents a number of challenges. He recognized that adding new uses generates additional traffic. Mr. Schmidt stated that in looking at solutions and considering the challenges,

they were aware that the approach of adding striping intersection by intersection was insufficient. They discussed a big picture solution and determined that the best way to reduce delays in traffic is to remove conflicts. The best way to remove conflicts is to allow traffic to move more freely, and the best way to do that is with a one-way circulation loop. Mr. Schmidt stated that they were proposing a counterclockwise one-way circulation loop anchored on the north end by two roundabouts. Traffic comes in off of SR224. Two lanes southbound circulate to the right around the two roundabouts, and then south on Lowell Avenue. There is also a bike lane on Lowell Avenue.

Mr. Schmidt remarked that the traffic circulation comes south and circulates around. When it reaches Shadow Ridge Road the road turns east on a one-way loop. The road also continues south on Lowell Avenue to Manor Way, circulate around Manor Way, and back north on Empire Avenue. Mr. Schmidt noted that alignment changes would occur that allows the traffic to flow more freely. There would also be minor configurations at the south end to encourage traffic to stay on the loop and head to the parking structures, rather than continue further south into the neighborhoods.

In terms of traffic and drop-offs on Lowell Avenue between Parcels C and E, Mr. Schmidt noted that a pull-out was created for private cars and Uber and Lyft to drop off skiers. There is a dedicated pull-out lane where people can get out of the car, unload their gear, and walk across the plaza and on to the ski hill. Continuing south, there is a designated van drop-off on Parcel B. This is in part the arrival for the condos at Parcel B, but it is very large, and it was expanded to accommodate local shuttles from other hotels, black car, and those types of uses arriving from other places in town. Across the street from that drop-off is the existing bus stop. The bus stop is on property not owned by the City; however, there is an easement covering the property. Mr. Schmidt believed improvements could be made to make the transit center more efficient. They were proposing a sawtooth bus bay configuration where buses pull into a sawtooth and unload people. Those people can move onto a sidewalk and up through the Resort. The buses can then pull out and around other buses and move back into the traffic lane. Mr. Schmidt believed this would improve the capacity of the transit center and the capacity of the system in general.

Mr. Schmidt stated that currently there are safety concerns with the existing bus stop, pedestrians crossing from Parcel B, and private car drop-off happening at Parcel B. He felt they could create a safer environment by separating some of these areas.

Mr. Schmidt commented on traffic in terms of arrival for the day skier at the parking structure. Access for the day skiers on Parcel E is on the north side of Parcel E just off of Silver King Drive. There are three proposed locations to access day skier parking on



Parcel B. One is off of Shadow Ridge Road that comes in a grade level. Going around to Manor Way, there is another access on the south side of Parcel B that comes in at Level 3 of the parking structure. Coming around Empire, there is a third access that comes in at Level 2. He remarked that three accesses on three different level should alleviate ingress and egress to the parking structures and alleviate traffic flow.

Mr. Schmidt noted that they have talked to the Staff about managing these parking stalls. Providing parking generates traffic, and they want people to be aware of the number of stalls available at the base at any given time. They will be using current digital technology to show how many stalls are available on each level. That same information will be moved to signage so as guests arrive at the Resort, they can understand where parking stalls are available to make the appropriate decision. Mr. Schmidt stated that the same information can be displayed on signs further out on SR224, and possibly as far as Highway 40 and I-80. He understood there have been discussions between UDOT and the City on ways to get existing parking information communicated to people further out from town to help them make parking decisions. Mr. Schmidt stated that they would like to encourage people to park in satellite lots and use the bus to arrive at the ski resort.

Mr. Kozlowski zoomed in on the slide showing the Resort Center current access that goes back to the NAC. Based on input from some of their meetings with local neighborhoods, they will realign the current access at the Resort Center so the egress goes to Shadow Ridge. At the end of the day, people will be able to go right across to Shadow Ridge rather than having to go up and around Manor.

Mr. Schmidt presented a slide related to pedestrian connectivity. He noted that the green lines represent both existing and new walking routes that will be part of the connectivity for this project. All of the parcels will receive new sidewalks around the perimeters, and in some instances, along the interior and the sides. Mr. Schmidt pointed to Parcel B and noted that a crosswalk is provided on the southwest corner to the City's project so people can access Park Avenue from the project and use sidewalks to proceed up and into the Resort. Also, on Parcel B, people using the day skier stalls in the parking structure will come out on both the southwest and the northwest corner of the parking structure. Mr. Schmidt stated that they were proposing that those pedestrians cross Lowell Avenue with an at grade crossing. Safety measures will be implemented to provide safe crossing. In addition, crossings will be established at the east end of Shadow Ridge, as well as crossings further north on Empire Avenue at the intersection of Silver King and 15<sup>th</sup>, that will improve the safety of those crossings. Coming around the Resort, there will be a crossing at Parcel E. Mr. Schmidt stated that a pedestrian access sidewalk will be installed on the west side of

Parcel E so people can walk to the Resort from the North. There will also be pedestrian access up through the summer and winter plaza. Mr. Schmidt pointed to Parcel C and noted that there will be pedestrian connectivity to the existing lodges. Currently, a sidewalk comes down through the buildings and they intend to provide connection to that sidewalk. That connectivity would then circulate down into their portion of the Resort base and up into the existing facility.

Mr. Schmidt stated that all of the proposed connectivity is intended to enhance and connect to existing facilities.

Mr. Schmidt commented on parking. He stated that the parking calculations are ultimately to meet and supply a comfortable caring capacity of the ski resort. He presented a slide and noted that the Table 4 on the right was from the 1998 Mountain Upgrade Plan. The total skiers at peak destination occupancy are proposed at 17,000. The upgraded comfortable caring capacity for the 1998 Mountain Upgrade Plan is 13,700. Mr. Schmidt pointed out that it is typical and standard for a resort to exceed its comfortable caring capacity by up to 25% on peak skier days, which is what those numbers represent.

Mr. Schmidt stated that there are details in Table 4 about the number of parking stalls that were proposed in 1998. The amount of lodging proposed, the Town Lift, and the Park City Transit all add up to skiers with a comfortable caring capacity of 17,000. Mr. Schmidt noted that on the left of the slide were the calculations that PEG produced and included in their application and the Master Plan Proposal. They used the same formula and the same logic and followed the process that was used in 1998, trying to get good comparison as to what is different and what is modified. Mr. Schmidt stated that there are a few less stalls than what was proposed in 1998. However, the total year supply at peak destination occupancy is 15,391. That is compared to the upgrade comfortable caring capacity as it exists today of 13,440. Mr. Schmidt noted that they were exceeding the comfortable caring capacity by about 13-15% in their proposal. It leaves room to grow and he believes the best way to increase the number of skiers to meet the 25% excess of the comfortable caring capacity is through mass transit, hotel shuttles, drop-offs, and Park City Transit.

Mr. Schmidt pointed out that the number for Park City Transit has not grown dramatically. In their calculations they used the existing ridership and grew it at 5% over 7 years to arrive at 2500 versus the 2200 anticipated in 1998. Mr. Schmidt believed there is a large opportunity to increase the riders of the bus system, but they need the ability to accommodate those skiers as they arrive. He commented on the

importance of achieving the proper balance to allow room for growth in the transit system.

Mr. Schmidt commented on employee, attainable, and affordable housing. He reported that the existing Development Agreement has a requirement for 80 beds to be provided; and 80 beds are for the improvement of the base area. He noted that 23 of those bed were defined and allocated in the 2015 Amendment to Parcel A. The balance of those would be the obligation of Parcels B through E. PEG Development has agreed to assume the responsibility for those 23 beds that should have been built with Parcel A. They will build them into their project, and as the developer and the owner, they will own and operate those facilities. To address the balance of the housing obligation, instead of the 57 beds that would remain, they were proposing to use the calculation of the current affordable housing resolution. Mr. Schmidt pointed out that the requirement comes to 72,453 square feet. Their proposal contains slightly over 80,000 square feet of affordable housing, including the 23 bed that were not built on Parcel A. Mr. Schmidt stated that the units would be built on the project site. They were not proposing to move the units off-site or proposing a fee in-lieu.

Mr. Schmidt presented a slide similar to the one Planner Ananth had presented. The building in white were the proposed building. The dark gray buildings were the existing buildings. He emphasized that they were not showing any proposed architecture. It was simply blocking and massing of the project. He anticipated details discussions on architecture in future meetings.

Mr. Schmidt presented a slide showing the cross-canyon view giving context to the surrounding community and building. Another slide was a bird's eye view from the roundabout at the intersection of Empire and Silver King looking up towards the mountain as you arrive at the Resort. He presented a slide showing the pedestrian view of the upper Plaza during the winter. Another slide was a view of the upper Plaza with a summertime view. Mr. Schmidt presented a slide from the north looking south to show additional context for the massing and scale of the buildings.

Mr. Schmidt stated that timing of construction is a primary issue they need to balance, and the ability to provide 1200-day skier stalls during any given ski season. He presented an estimated construction schedule and the proposed phasing as outlined in his presentation. The schedule starts with the parking structure on Parcel B in the Spring of 2021, subject to all the approval processes. The application package contains the construction schedule and mitigation plan. Mr. Schmidt believed they could build 800 stalls at that location in a given summer season with the proposal as presented. It would give them the ability to move on to the next phase and still provide

sufficient parking as they move through the balance of the project. Mr. Schmidt outlined the next phases and what would be built in each phase on each parcel. It is a phased and extended construction schedule, and there is a method to the complexity of balancing how to build parking to meet the needs of the ski season and building out the rest of the project.

Mr. Schmidt noted that within the application they included a section on sustainability. They were proposing 15 steps to follow the City's sustainability guidelines. He presented a graph showing energy use intensity.

Mr. Schmidt provided a quick comparison of the site plan that was contained in the 1998 Agreement compared to the site plan they were proposing. He noted that there have been a number of changes in the last 22 years, both physical and economic, in terms of the new sharing economy. Mr. Schmidt stated that their proposal responds to those changes and addresses the current environment. However, there are differences between the site plans that have a very physical effect on what they can do on the project. The 1998 site plan proposed a realignment of Lowell Avenue, bringing Lowell into the intersection with Silver King and Empire in exiting the Resort. There was no discussion in the 1998 of how that intersection would be controlled. Mr. Schmidt stated that with the current traffic levels, they do not believe a realignment of Lowell would be appropriate. He commented on the large utilities in Lowell Avenue, which are some of the existing constraints. Mr. Schmidt thought it made sense to respond to those constraints and not seek a realignment of Lowell Avenue.

Mr. Schmidt noted that in the original Master Plan, Parcel C had a smaller footprint. Parcel E had a large footprint. In their plan, Parcel E is much smaller, and Parcel C is a little larger. He pointed out that they were over the square footage by 15,000 square feet on Parcel C, but significantly under on Parcel E. Overall, on the entire project they are under the allowable square footage that was allowed in 1998. Mr. Schmidt pointed out that their proposal was significantly under the 353 density units allowed at just under 250 density units. Mr. Schmidt explained that their application letter mentioned 301 units, but that was for the purposes of calculating the fee. The 301 units includes the affordable housing units, which are not required to be counted as part of the Development Agreement.

Mr. Schmidt understood that Planner Ananth planned to talk about the form of the application and he requested time to respond to her comments and any public comments.

Commissioner Sletten referred to an earlier comment by Director Erickson that the initial approvals in 1998 envisioned that the developer and the ski resort would be one in the same. However, while the Marriott Mountainside timeshare and provides significant benefit to the ski resort, it is a completely separate ownership. Commissioner Sletten recalled that when Parcel B was under contract, the developer proposing a flag hotel at the time was an independent developer. He was trying to understand the bifurcation, because in those two examples there was a complete separation between the resort and the developer. Director Erickson stated that bifurcation is a certain number of operational departments they will need to continue when the parking garage goes to underground parking. The expectation originally was that there would be one operator of the development. That changed but the Development Agreement did not grow with that change. Director Erickson remarked that they were always under the assumption that the Resort would do the development and then sell off the parcels and manage a portion of the development. Since that was not the case, and they were trying to be extra careful.

Commissioner Kenworthy noted that Mr. Schmidt had said they would be providing 81,000 square feet of employee beds and he wanted to know how many beds that would be. Mr. Schmidt replied that the 72,000 square feet that is required under the requirements for the proposed improvements results in a unit calculation. The unit calculation is 900 square feet per unit. The unit calculation results in approximately 81 units. They would be 900 square feet two-bedroom units. One bed in each bedroom would be 160 beds, not including the 23 units from the Parcel A obligation that they would also be building.

Commissioner Suesser asked about the day skier parking below Building B. She asked if they had contemplated a pedestrian accessway under Lowell into the Resort, because she did not think it made sense for everyone arriving at the garage to be crossing Lowell. Mr. Schmidt stated that a pedestrian accessway under Lowell was explored, as well as a bridge. There were practical constraints and both a tunnel and a bridge have certain ramping issues to make those ADA accessible. In the case of a tunnel, there are a lot of utilities currently in Lowell, including the City's raw water line. They would need to dig deep enough to get under those utilities and the ramping becomes extensive. The same issue exists with a bridge. Ramping for ADA accessibility is necessary and the ramping becomes extensive. Mr. Schmidt stated that on the southwest side of the site, there is the potential to connect a bridge all the way to the elevated portion of the plaza to the west without a ramp. However, there are pros and cons for doing that, and the question is whether people would want to go up on the bridge to cross and then have to come back down using stairs or a ramp. He believed most people would take the path of least resistance and cross the road.

Commissioner Suesser wanted to know how pedestrians access the garage in Building B. Mr. Schmidt replied that the access for the day skiers is on the southwest and northwest corners of the parking garage. A stairwell and elevators on each corner will get skiers from the garage up to grade level.

Commissioner Sletten stated that over the last few winters he noticed that the impediment to traffic is caused as much by pedestrians walking across the street at various areas, as it is the haphazard drop-off parking. He encouraged Mr. Schmidt and his team to think outside of the box to see if there is any way to mitigate the skier pedestrian traffic walking across the street on Lowell. It would do a great service to enhancing the traffic flows.

Commissioner Van Dine agreed with Commissioner Sletten. She noted that the places proposed for crossing are also the only two routes to two of the Parcel B parking entrances. Commissioner Van Dine pointed out that they were channeling a large part of the traffic up that way, and at the same time 1,000 skiers will be trying to cross, which will impede all of that traffic. She thought the bottleneck would be bad in the morning. Commissioner Van Dine was unsure whether there was a creative solution, but she it will be a big hindrance to that area.

Mr. Schmidt stated that in terms of the bottleneck, hopefully what they see today will not be anywhere near what they will see in the future. By spreading out the drop-off for single or private owned vehicles and moving it down to between Parcel C and Parcel E, a large number of vehicles will be spread out over a couple of hours. Those vehicles will also be able to exit on the inside loop on Shadow Ridge instead of circulating all the way around the Resort. Mr. Schmidt stated that the team was willing to contemplate more creative solutions.

Commissioner Hall asked if the Commissioners would have the opportunity to walk the property in the near future with the applicant. Chair Phillips thought the Planning Commission could request a site visit once they start getting into the details. Commissioner Hall stated on the record her formal request to walk the entire site with the developer.

Planner Ananth thought it was a good idea and she would schedule a site visit. The site visit needs to be publicly noticed and she will do that once the visit is scheduled. Director Erickson cautioned the Planning Commission about having ex-parte communications. When the Commissioners do the site walk, they should not make any comments. They should walk the site and let the developer talk. The Planning

Commission should make their comments in an official meeting, so the public has the opportunity to hear what they have to say.

Commissioner Thimm noted that Mr. Schmidt talked about phasing, parking, and the number of stalls on each parcel. He asked if there is ever a point in the winter where they contemplate less than 1200-day skier stalls. Mr. Schmidt answered no. They never dropped below 1200 stalls during the winter, and in a couple of cases they exceeded 1200 stalls as they go through the phasing. Commissioner Thimm asked for the lowest number of patron parking stalls at any given time in the summer during construction. Mr. Schmidt did not have that number available, but he assumed the largest impact would be the first phase when they start building on Parcel B. He noted that there are 400 stalls on the surface of Parcel B. During the summer is the first season when they would have 400 stalls out of commission on Parcel B. Commissioner Thimm clarified that in the worst case 800 stalls would be available. Mr. Schmidt answered yes.

Commissioner Kenworthy commented on the sawtooth bus parking. Mr. Schmidt also mentioned off-site remote lots. Commissioner Kenworthy stated that they were looking for the public/private/private partnership. He asked if Mr. Schmidt had worked with the City and Vail to come up with a traffic plan from these remote lots. Mr. Schmidt replied that they have had discussions with the City in terms of the existing bus service; however, they did not have detailed discussions about enhancements or improvements or new lots. Commissioner Kenworthy encouraged those discussions and he encouraged Mr. Schmidt to be bold. He pointed out that it was what the community requested in the recent visioning.

Planner Ananth stated that the Development Agreement is the result of an MPD approval. In this case, the 1997 Planning Commission and City Council approvals are restated in the 1998 Development Agreement, which memorializes the developer's commitment to comply with all the conditions of approval; and lays out the obligations and relationships of various parties.

Planner Ananth reported that the existing Development Agreement is 22 years old and has many attachments, including exhibit that will need to be amended, an expired site plan, amendments to additional land annexed into the City; as well as an Amendment in 2015 and another amendment in 2019. Planner Ananth stated that in 2019 the first Amendment acknowledges that the PCMR Concept Master Plan component of the Development Agreement has lapsed, but that the developer's rights under the Development Agreement remain fully vested with regard to the allowed density on the site.

Planner Ananth stated that the current application is quite different than what the 1998 Development Agreement anticipated. The 1998 agreement anticipated that it would be the Resort developing the base area, and not a third party. That it would not be the major generator of traffic to the area, nor the party necessarily responsible for parking and employee housing.

Planner Ananth stated that to try and amend the Development Agreement, which is entirely based on a Master Plan that the applicant is proposing to replace, requires a new MPD in the opinion of the Planning Department. Section 15-6-4(i) of the Land Management Code lays out what constitutes a change of concept, density, unit type, or configuration that justifies a review of the entire Master Plan and Development Agreement by the Planning Commission. If the modifications are determined to be substantive, the applicant must apply for a new MPD. Planner Ananth stated that if the applicant was proposing the same project as the 1998 concept master plan, then amending the Development Agreement to update and clarify the different obligations of the various parties would be appropriate. However, to amend the Development Agreement with a completely base plan and a different developer, the Planning Department believes a new MPD would be required.

Planner Ananth remarked that there were significant differences between the 1998 concept master plan and the current application submitted. Those changes include, but are not limited to, the seven reasons laid out in detail on pages 65 and 66 of the Staff report. The Planning Department believes these differences constitute a change in concept, density, and configuration from the 1998 Development Agreement.

Planner Ananth requested that the Planning Commission begin the discussion of amend versus a new MPD, because that decision lies with the Planning Commission and not the Planning Department. It is the Planning Department's opinion that a new MPD can acknowledge the agreements of the past and delineate who has responsibility for issues such as parking, traffic, and housing; and rewrite a new development agreement that clarifies this bifurcation.

Director Erickson stated that because of the depth and density of information in the Staff report, he thought they should also have this discussion on June 10<sup>th</sup> to give the applicant the opportunity to respond since they had only received the Staff report a few days earlier. Director Erickson suggested that the Planning Commission consider adding this as a discussion item to go through the hard questions.



Planner Ananth presented a slide that was submitted by Commissioner Thimm, and she thought it was interesting that the applicant had shown an almost identical slide comparing the 1998 site plan to the proposed site plan. Planner Ananth thought the Planning Commission should spend the rest of the time tonight focusing on the amend versus new question. If the Planning Commission would like any additional information in order to make their decision on June 10<sup>th</sup> or a later meeting, they should request that information this evening.

Planner Ananth remarked that the Planning Department was still waiting on additional information from the applicant. They were looking for calculations of the amount of parking above grade to get a truer sense of the development area ratio of those buildings. They were looking for vertical and horizontal articulation in compliance with the LMC. Planner Ananth thought there may be an error in the UE calculation, and she would like the applicant to submit additional information and confirm that the current numbers are correct.

Chair Phillips stated that he had a number of questions from the presentations, but he would reserve his questions for the next meeting when the discussion is more topic specific. He believed the first step is to determine the path forward.

Mr. Schmidt stated that he looked forward to a robust and thorough review of this application. Mr. Schmidt had concerns with the discussion over whether it is an amendment or a new MPD. He pointed out that the existing MPD and Development Agreement has multiple appendages; including the 2007 Annexation Agreement, the 2015 Amendment, and the 2019 signed Agreement. The existing Development Agreement also contains the Mountain Upgrade Plan. Mr. Schmidt stated that from the perspective of a correct solution, their application anticipates amending the existing MPD and the Development Agreement, which might look like a new Development Agreement in the end. He assumed there would be a document outlining how they intend to address all the issues discussed; however, he believed that should be an amendment to the existing Development Agreement.

Mr. Schmidt stated that in terms of the technicalities of the Code, there was a difference of opinion in looking at 15-6-4(i), MPD Modification. He believed that 15-6-4(i) requires that a change in concept, density or unit type, will justify a review of the entire master plan and development agreement by the Planning Commission. His interpretation is that a review is required but not a new development agreement and master plan.

Mr. Schmidt noted that 15-6-4(i) also states that if the modifications are determined to be substantive, the project will be required to go through the pre-application public

hearing and determination of compliance as outlined in 15-6-4(b). However, determination of compliance it is not defined in 15-6-4(b) and the applicant is left not knowing what that means. Mr. Schmidt remarked that 15-6-4(b) states that the applicant may request a work session and that the applicant is encouraged to conduct independent public outreach. It further states that at the pre-application work session, the applicant will have the opportunity to present the preliminary concepts. The public will be given the opportunity to comment on the concepts. The applicant can also address neighborhood concerns. For larger MPDs, it is recommended that the applicant host additional neighborhood meetings in preparation of filing a formal application.

Mr. Schmidt could find nothing in the Code that requires a new MPD and a new Development Agreement. He believed what they applied for is correct. They should amend the existing Development Agreement because so many things are attached to it and they cannot start over. The development rights and the dedication of open space exists within the existing Development Agreement. Mr. Schmidt assumed there could be an assignment of those rights over to a new Development Agreement, but at that point it becomes an amendment. Mr. Schmidt clarified that they have applied for an amendment, but they would still go through the same process they would if it were a new MPD and a new Development Agreement. There would be a new site plan at the end of the process and an amendment to the Development Agreement, which will look very much like its own Development Agreement.

Director Erickson noted that PEG Development laid out some of these arguments in a lengthy letter to the Planning Department. He asked if that letter was included in the Staff report. Mr. Schmidt clarified that PEG Development did not write a letter regarding this issue because they only became aware of it when the Staff report came out on Friday. Planner Ananth thought Director Erickson was referring on an email exchange in early March that resulted in the supplemental information that PEG Development submitted on April 20<sup>th</sup> requesting the height variations and clarifying that they were seeking a waiver down to the zone setbacks. That email was included in the Staff report.

Chair Phillips opened the public hearing.

Planner Liz Jackson noted that eComments were received during the presentation. All the public comments submitted before and during the meeting were entered into the record.

Planner Jackson summarized the public input as follows:

Michael Kaplan wanted to know how the project would interact with the existing or future ski lifts.

Sid Embry asked if the comments submitted to the developer via [baseareaproject@gmail.com](mailto:baseareaproject@gmail.com) at the request of PEG during the open house in March at the Hyatt be shared with the public, or whether the community members should submit their comments directly to the Planning Department.

William Tittler remarked that the pedestrian flow is critical for this project. Right now, people can walk anywhere with buildings in place. The sidewalks and pedestrian walkways should be wider than normal because of the number of people and equipment that needs to flow through the area. The setbacks in place originally would allow for this, but it does not seem the tighter setbacks proposed will in the current proposal.

Stephen Nielsen referred to the 5B parking lots and asked how lower mountain access be protected for people walking from Three Kings Drive and Silver King Drive.

Reed Shotz noted that the Planning Commission Staff Report mentions the PEG Development proposal has several major modifications compared to the 1998 PCMR Concept Master Plan. The PEG proposal has narrower setbacks, taller and more dense building up to seven stories, less pedestrian and trail connectivity, 600 fewer underground parking stalls, fewer view corridors and traffic/transportation issues. In his view, PEG should not amend the development agreement, but submit a new MPD as recommended by Staff.

Randall Kirsch submitted two comments. He owns several condos in the Lodge at Mountain Village. They just spent over \$1 million collectively on the plaza by the ice rink. It appears that PEG would like all of the parking foot traffic on B to access the ski mountain by going over the ice rink plaza. There needs to be a cost sharing agreement for future improvements and maintenance on the plaza. He did not see that in the plan. Mr. Kirsch opposed the plan without some type of agreement in place.

Mr. Kirsch pointed out that none of the drawings show how their condo views will be affected from the additional height and reduced setbacks requested. Until he can see the impact on their views, they opposed such variance requests. If the affect is minimal, they would not oppose it.

Debra Rentfro did not think the plans reflect the personality of Old Town. Tall metropolitan structures built for a city do not belong. Just as residents are held to standards to keep the history of the area alive, so should PEG. Locals and tourist alike love this town because of its small feel and charm, and views from most anywhere in the community. The existing plans will take away from both. In addition, the traffic suggestions without any dedicated pedestrian crossings, bridges, or otherwise is unreasonable.

Sherry Harding noted that Three Kings Condominiums #11, 12, 13, and 14 on Silver King Drive face the tallest buildings of the PEG proposed development. She opposed this. Building heights should follow the slope of the parking lot down to the north. The current plan shows taller buildings to the north. A giant wall along Silver King Drive is undesirable. It blocks views and blocks sun.

Ruska Jereky had sent comments/questions by email to Alexander Ananth.

Nancy Lazenbee asked if the original 1998 plan was still valid. Several requirements were spelled out in that plan that need to be completed prior to 2003 and she wanted to know if those were done.

Lisa Paul, the HOA President for Powder Point, thought this was too dense for the area. It needs less units and less retail. Need to fix the traffic problem before development. Need to have a height restriction. Not higher than Silver King. Developer should pay for pedestrian crossing light like on Park Avenue. Developer should help pay for police to monitor the streets like what was done during Sundance because of the parking issues this will create. There also needs to be more open space.

Chair Phillips closed the public hearing.

Director Erickson asked the Commissioner to remember that the Deer Valley Development Agreement has been amended 12 times to accommodate changes in the development. For this application, he thought the Staff report laid out the changes in the uses of the parking, transit, and affordable housing. Those items should be memorialized in some way regardless of whether they amend the existing Agreement or do a new Development Agreement. Chair Phillips agreed that Planner Ananth had sufficiently laid out the necessary information.

Chair Phillips stated that he was on the Planning Commission when Woodward was being proposed and the base of the Resort, and he recalled at that time having

discussions about a new MPD. Chair Phillips thought there appeared to be substantial differences between the Development Agreement and the current proposal.

Planner Ananth requested that the Planning Commission comments on their thoughts in terms of amend versus new to they can get a sense of the direction this was going. She would also like the Commissioners to identify any additional information they need to help make their decision.

Commissioner Sletten commented on the voluminous amount of information, and he was pleased that they were postponing the final decision-making issues on whether to amend or replace until they have a better understanding. Commissioner Sletten stated that in looking at it holistically, the changes appeared to be de minimus. He was not prepared to take a position at this time on whether to amend or replace because he needed more time to thoroughly review all the information provided.

Commissioner Thimm stated that he was open minded in terms of the amended Development Agreement versus a new MPD, and he was willing to look at additional information if necessary. Commissioner Thimm thanked Planner Ananth and the applicant for a most thorough presentation this evening.

Commissioner Thimm thought there were several items to consider with regard to the information contained in the Staff report and evidenced in looking at the comparison of the 1997 versus the 2020 site plans. He noted that planners and designers look at things from out of the box and there will be different solutions. However, understanding what is entitled and trying to work within certain parameters is something they need to keep an eye on. Commissioner Thimm emphasized the importance of looking closely at the mass and height and understanding how that compares to the existing entitlements. He thought the setback reduction should be looked at very closely to verify that it will be a betterment to the development and to the City. Any documentation that would help the Planning Commission better understand that would be important. Commissioner Thimm believed that statistically there are gaps that need to be filled in terms of commercial space, support space, accessory space, and what is being proposed versus the entitlement, and what the underlying zoning allows.

Commissioner Thimm noted that a very thorough traffic analysis by Hales Engineering was provided. However, he did not see a parking analysis and he thought that was important. He recognized that the applicant provided parking information in their presentation this evening, but he thought they should look at a parking analysis for this specific time, day and age where they are trying to encourage people to use public transportation, where people are moving away from using cars and parking up and

down streets, and where more people are using Uber. Commissioner Thimm suggested a thorough parking analysis of what is actually needed. If the parking analysis confirms 1200 stalls that would be fine, but if it determines that less stalls are needed, he was open minded to look at that as well.

Commissioner Thimm was pleased that the employee housing appears to be shored up. He suggested asking Rhoda Stauffer for her thoughts on what was being proposed. Commissioner Thimm thought the circulation made sense. However, at some point he would like the traffic engineer to explain the level of service and whether it is improved or degraded as a result of this project; not only for what is in the development but also the surrounding area. Commissioner Thimm liked the reorientation of the road system along Lowell where they were extending the double roundabout. He thought it was a great solution and they were separating traffic decisions. Commissioner Thimm thought it appeared to be a safer situation in the long run.

Commissioner Thimm noted that Planner Ananth had outlined a very aggressive schedule. He would like to keep to that schedule and work through this in a quick and efficient manner.

Commissioner Hall asked if it was possible to get a more thorough legal analysis of the new amendment versus the existing; particularly, focusing on the impact of the non-resort owner as the developer, which was presumed differently in the 1998 Development Agreement. More importantly would be the bifurcation of the Development Agreement obligations.

Commissioner Hall appreciated the slide regarding sustainability. She was unsure whether there had been communication with the City Sustainability Department, but she would like to see their input regarding the impact and the different mechanisms proposed. In terms of transit, Commissioner Hall had a preference for bike parking and wider sidewalks. She reiterated her request to walk the site. Commissioner Hall asked if it was possible to get input from the Transportation Department regarding coordination with the park and ride, or possibly have someone from the Transportation Department attend the next work session.

Commissioner Hall asked if the affordable housing would be rented or sold. Mr. Schmidt stated that in terms of for-sale versus rental, the calculation was based on the number of for-sale condo units. They followed the 15% rule that is used for calculation purposes and translated that into the estimated for-sale attainable housing units. Mr. Schmidt clarified that it was a soft proposal at this time because there are no clear

guidelines for making the final determination on how many should be for-sale or for rent.

Commissioner Hall commented on the vibrancy of the commercial outdoor space. It is a critical component that needs to be done properly. She would like Mr. Schmidt to provide additional information either this evening or at a future work session on the logistics of access and ensuring that there is enough public access. She wants to make sure it is not bifurcated for private residences.

Commissioner Suesser stated that she was still working through all the information in the Staff report and she was not prepared to say which way she was leaning in terms of amend versus new. Commissioner concurred with the other Commissioners regarding the additional information they requested because it was the same requests she had in mind.

Commissioner Van Dine agreed with all the comments from the other Commissioners. She would also like someone to see if there is a way to work within the current Development Agreement to address all the issues by amending it rather than starting over. She would like to know the feasibility and what it would look like. Commissioner Van Dine noted that the Staff report mentioned outstanding obligations from the 2015 MPD and Development Agreement amendments that remain to be completed. She could not find where those were discussed in more detail in the Staff report. Commissioner Van Dine requested to see an outline of what is missing, so they can make sure those amendments occur if they choose to amend the existing Agreement, or make sure they are addressed in a new Master Plan.

Commissioner Van Dine commented on the projections with the parking analysis. They know that skier days have increased year after year, and it is important to make sure the analysis is current with transit use, as well as making sure enough parking is being provided. She pointed out that there will be very little room to expand this project and it is important to make sure they address future changes to the community and the Resort Center. Commissioner Van Dine stated that she was still working through the packet for a second time.

Commissioner Kenworthy stated that he would need more time to think about this and to do his own research on 15-6-4-(b). He would like to verify the reduction of the UEs to make sure they are specific on that benefit. Commissioner Kenworthy remarked that connectivity was his number one concern. A major goal is connecting to the beds and the main commercial. He was not seeing any of that connectivity. He could see the transportation loop possibly being improved with the one-way and the roundabouts, but

he was looking for the connectivity for car traffic, pedestrians, and mass transit. He would like to see that information at the next work session. Commissioner Kenworthy was also interested in seeing the information requested by the other Commissioners.

Chair Phillips agreed that everyone was still trying to digest all the information. He appreciated the presentations and having the opportunity to get familiar with the proposal. As they begin to dig further and get more familiar with the existing development Agreement, he thought the applicant and the Staff should have a good idea on what the Planning Commission will need to make this determination. Chair Phillips hoped to get through that process fairly quickly. Chair Phillips was aware that the applicant needed as much time as the Planning Commission and the public to digest the packet.

Chair Phillips thought a site visit would be helpful, especially as they were all trying to familiarize themselves with this project. He preferred a site visit sooner rather than later. Chair Phillips did not believe the applicant would want to significantly change their proposal, and it was a matter of how the Commissioners' process it. He thought they should be able to get to that decision possibly at the next meeting. After that, they could start getting into more details of their various concerns. He intended to prioritize his list of concerns and highlight his high-level concerns. He would like to give the applicant his high-level concerns before they get to the specific in later meetings.

Chair Phillips asked Planner Ananth how the schedule she proposed would be affected by whichever path they decide is appropriate for this application. Planner Ananth replied that she tried to give a good amount of time between the June 10<sup>th</sup> meeting and the next scheduled meeting on July 22<sup>nd</sup>, which is when they will get into more substantive issues. Planner Ananth stated that the project itself will not change, whether it is an amendment or a new MPD, so it is basically the semantics of filing the application. Planner Ananth did not think the schedule will be slowed down much, if at all.

Planner Ananth summarized that a site visit would be very helpful. Since it needs to be publicly noticed, she asked about the possibility for having a site visit on June 10<sup>th</sup> from 4:00-5:00 p.m. prior to the Planning Commission Meeting. Mr. Schmidt stated that PEG could accommodate a June 10<sup>th</sup> site visit.

Planner Ananth noted that Exhibit A to the Staff report was a zoning review memorandum, and it outlined the pertinent conditions in the Development Agreement, as well as the previous approvals. It also summarizes the key component of the 2015 amendment, the 2007 amendment, and the 2018 amendment. She thought that would



be helpful for the Commissioners to pull out Exhibit A as they review the larger documents.

Planner Ananth asked if the Planning Commission would be able to make their decision on June 10<sup>th</sup>, or whether that time schedule was too soon. Chair Phillips did not think the Commissioners could say anything definitive, but he would like to think they could. They now have the big picture and they have heard from the applicant and the Staff in a thorough presentation.

Commissioner Hall asked if City Attorney Harrington was allowed to weigh in on the bifurcation of the Development Agreement obligations.

City Attorney Harrington stated that he would not so much weigh as help them craft the result that the Planning Commission determines appropriate with the Code section and the remaining obligations in the Development Agreement. They could find the proper approach that brings clarity to resolving that, depending on how the Planning Commission decides the first issue.

Commissioner Hall asked if it would be possible to have someone from the Transit Department attend the site visit. Planner Ananth replied that she would ask someone from Transit to attend. Chair Phillips clarified that the site visit cannot be a Q and A. The purpose of the site visit is for the applicant to orient the Planning Commission and explain their plan in relation to the site.

#### **REGULAR AGENDA - DISCUSSION/PUBLIC HEARINGS/ POSSIBLE ACTION**

**6.A. 84 Daly Avenue – Steep Slope Conditional Use Permit – The Applicant proposes to Construct a Single-Family Dwelling on a lot Containing 3,858 square feet with a Building Footprint in Excess of 200 square feet Projecting Over an Existing Slope of 30% or greater.**  
**(Application PL-20-04480)**

Planner Caitlyn Barhorst presented the application for a steep slope conditional use permit for 84 Daly Avenue. She had slides available if anyone was interested, and she was prepared to answer questions.

The Staff recommended that the Planning Commission conduct a public hearing and approve the conditional use permit application pursuant to the findings of fact, conclusions of law, and conditions of approval found in the Staff report.

Director Erickson remarked that the steep slope CUP was coming to the Planning Commission because the lot size is larger than a standard 25' x 75' lot, which can be approved administratively.

Planner Barhorst reported that this property previously went through a plat amendment to combine a lot and a half. The lot is 42' wide. The house is approximately 32 feet wide.

Chair Phillips opened the public hearing.

No public comment was received.

Chair Phillips closed the public hearing.

MOTION: Commissioner Kenworthy moved to APPROVE the application for a Steep Slope Conditional Use Permit for the property located at 84 Daly Avenue, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval found in the Staff report. Commissioner Van Dine seconded the motion.

VOTE: The motion passed unanimously.

#### Findings of Fact – 84 Daly Avenue

1. The property is located at 84 Daly Avenue.
2. On April 21, 2020, the Planning Department received a complete application for a Steep Slope Conditional Use Permit (SS-CUP) for "Construction on a Steep Slope" at 84 Daly Avenue.
3. The property is located in the Historic Residential (HR-1) District.
4. The lot contains 3,858 square feet.
5. Per LMC 15-2.2-6(A)(2), a Steep Slope CUP is required for any Structure in excess of 200 square feet located on or projecting over an existing slope of 30% or greater. The average slope is 45-50% within the proposed footprint.
6. The proposal complies with LMC 15-2.2-2 Uses, as a Single-Family Dwelling is an Allowed Use in the HR-1 District.
7. The maximum Building Footprint for this Lot is 1,553 square feet, and the proposed Footprint is 1,546 square feet.
8. The proposal complies with the Front and Rear Setbacks. The minimum Front and Rear Setbacks are twelve feet (12') each, for a total of twenty-five feet (25'); the Applicant is proposing at least an approximate 31ft Front Setback and a 12ft Rear

Setback, for a total of 43ft.

9. The proposal complies with the Side Setbacks. The minimum Side Setbacks are five feet (5') each, for a total of ten feet (10').

10. The proposal complies with LMC 15-2.2-5, with a maximum height of twenty-seven feet (27') from Existing Grade. The maximum height of the proposed structure is 26 feet.

11. The proposal complies with LMC 15-2.2-5(A), maximum interior height is thirty-five feet (35') as the proposed interior height is 35 feet.

12. The proposal complies with LMC 15-2.2-5(B), ten foot (10') minimum horizontal step in the downhill façade.

13. The proposal complies with LMC 15-2.2-5(C) in that the Contributing Roof Form is between 7:12 and 12:12.

14. The proposal complies with 15-2.2-6(C)(1), Location of Development. The structure has been designed to step the building mass with the slope.

15. The proposal complies with 15-2.2-6(C)(2), Visual Analysis. The applicant submitted a photographic visual analysis, including street views with the proposed structure superimposed, to show the proposed streetscape and bird's eye views. As demonstrated by the visual analysis, the proposed structure fits within the context of the slope, neighboring structures, and existing vegetation.

16. The proposal complies with 15-2.2-6(C)(3), Access. The proposed twelve-foot (12') wide driveway located within the Front Setback ranges from a 6.6%-9.0% slope. The driveway leads to a single garage door.

17. The proposal complies with 15-2.2-6(C)(4), Terracing. The Applicant is proposing to use the Structure itself as the majority of retailing of Natural Grade. The applicant is not proposing to change grade more than four feet (4') around the periphery of the structure except for the placement of a window well and has largely maintained Natural Grade where possible.

18. The proposal complies with 15-2.2-6(C)(5), Building Location. The structure's footprint is located approximately 31ft from the front property line, which maximizes the open areas as viewed from the Primary Public Right-of-Way and provides for natural vegetation. The existing tree in the Front Yard will be replaced per the Landscape Plan (Exhibit X).

19. The proposal complies with 15-2.2-6(C)(6), Building Form and Scale. The structure is broken into small components that step along the existing site contours so that no greater than 2 stories in height can be seen in one building module. The single-car garage complies with the Historic District Design Guidelines and is designed as a tandem (2-deep) garage attached to the structure.

20. The proposal complies with 15-2.2-6(C)(7), Setbacks. The required Front/Rear Setback for a Lot with a Depth from 75ft to 100ft is 12ft with a total of 25ft. The Structure maintains an approximate 31ft Front Setback, and a 12ft Rear Setback.

21. The proposal complies with 15-2.2-6(C)(8), Dwelling Volume. The proposed design is broken into compatibly-scaled massing components. The design includes setback variations and lower building heights for portions of the structure. The proposed massing and architectural design components are compatible with both the volume and massing of single-family dwellings in the area. The design minimizes the visual mass and mitigates the differences in scale between the proposed single-family dwelling and surrounding structures.

22. The proposal complies with 15-2.2-6(C)(9), Building Height (Steep Slope). The proposed new construction complies with the twenty-seven feet (27') maximum building height requirement measured from existing grade.

23. The property was posted and notice was mailed to property owners within 300 feet on April 23, 2020. Legal notice was also published in the Park Record in accordance with requirements of the LMC on April 29, 2020.

24. The property is located outside the Park City Landscaping and Maintenance of Soil Cover Ordinance (Soils Ordinance).

25. The findings in the Analysis section of this report are incorporated herein.

#### Conclusions of Law – 84 Daly Avenue

1. The CUP, as conditioned complies with the Park City Land Management Code § 15-2.2-6.
2. The CUP, as conditioned, is consistent with the Park City General Plan.
3. The effects of any differences in use or scale have been mitigated through careful planning.

#### Conditions of Approval 84 Daly Avenue

1. All Standard Project Conditions shall apply.
2. City approval of a construction mitigation plan is a condition precedent to the issuance of any building permits. The CMP shall include language regarding the method of protecting adjacent structures.
3. 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.
4. This approval will expire on May 27, 2021, if a building permit has not been issued by the building department before the expiration date, unless an extension of this approval has been requested in writing prior to the expiration date and is granted by the Planning Director.
5. Plans submitted for a Building Permit must substantially comply with the plans reviewed and approved by the Planning Commission on May 27, 2020, and the Final

HDDR Design.

6. All new retaining walls within the rear and side setback areas shall not exceed six feet (6') in height measured from final grade and retaining walls within the front setback area shall not exceed four feet (4') in height measured from final grade. An exception may be granted by the City Engineer per LMC 15-4-2(A)(1).

7. Residential fire sprinklers are required for all new or renovation construction on this lot, per requirements of the Chief Building Official.

8. The property is located outside the Park City Landscaping and Maintenance of Soil Cover Ordinance (Soils Ordinance) and therefore not regulated by the City for mine related impacts. If the property owner does encounter mine waste or mine waste impacted soils they must handle the material in accordance to State and Federal law.

9. All exterior lighting, on porches, decks, garage doors, entryways, etc. shall be down directed and shielded to prevent glare onto adjacent property and public rights-of-way and shall be subdued in nature. Light trespass into the night sky is prohibited. Final lighting details will be reviewed by the Planning Staff prior to installation.

10. Construction waste should be diverted from the landfill and recycled when possible.

11. To the extent possible, existing Significant Vegetation shall be maintained on Site and protected during construction. When approved by the Planning Department in writing to be removed, the Significant Vegetation shall be replaced with equivalent landscaping in type and size. Multiple trees equivalent in caliper to the size of the removed Significant Vegetation may be considered instead of replacement in kind and size.

12. All excavation work to construct the foundation of the proposed single family dwelling shall start on or after April 15<sup>th</sup> and be completed on or prior to October 15<sup>th</sup>. The Planning Director may make a written determination to extend this period up to 30 additional days if, after consultation with the Historic Preservation Planner, Chief Building Official, and City Engineer, determines that it is necessary based upon the need to immediately stabilize an existing Historic property, or specific site conditions such as access, or lack thereof, exist, or in an effort to reduce impacts on adjacent properties.

**6.b. Addendum to Technical Report #6 Historic Preservation Plan of the Amended and Restated Development Agreement for Flagstaff Mountain (2007).**

Planner Hannah Tyler reported that the objective this evening was to discuss a proposed amendment to Technical Report #6 of the Amended and Restated Development Agreement for Flagstaff Mountain. Doug Ogilvy, representing the Empire Pass Owners Association, was also on the line. Planner Tyler noted that she would be

referring to the Empire Pass Owners Association as the EPMOA throughout her presentation.

Planner Tyler stated that the Staff brought forward an amendment to Technical Report #6 of the Amended and Restated Development Agreement. This amendment would adopt the 2019 Historic Preservation Plan update, which was completed by SWCA in August 2019. Planner Tyler reported that since August 2019, the City Council approved a Memorandum of Agreement, a MOA, and directed the Staff to have the Planning Commission amend Technical Report #6 to adopt the Historic Preservation Plan. At that meeting, the City Council also directed the Staff to work with and collaborate with the Park City Museum, the Friends of Ski Mining Mountain History, and the EPMOA. The Council wanted the Staff to prioritize projects and look specifically at the projects to be worked on in 2020.

Planner Tyler stated that the Staff organized a meeting in April with those parties to prioritize a list for all of the projects, and also those in 2020. In order to move forward, based on the priority list for the proposed 2020 projects, the Planning Commission must first amend this technical report. Planner Tyler explained that the Staff was trying to push on with the momentum to get the work done in 2020 so they can move forward with that progress.

Planner Tyler reiterated that the Technical Report #6 that was adopted in December 2001 was being amended. At that time, the Planning Commission approved 12 Technical Reports as attachments to the 1999 Flagstaff Mountain Resort. She pointed out that the actual amendment is to a 2007 MPD Development Agreement; however, Technical Report #6 did not change in 2007. Planner Tyler stated that last year the Park City Museum and members of the community voiced concern about historic preservation within the Flagstaff boundary during Planning Commission hearings. They expressed concern over compliance with the underlying 2001 obligations for projects that were in the pipeline.

At the time, and in response to that community concern, the Planning Commission requested that the City Council review an updated historic preservation plan to provide guidance and policy direction on how they would achieve compliance, and direct the Planning Commission to move forward with other projects within this boundary. In response, the EPMOA hired SWCA to complete the updated report, and that was to amend the 2001 technical report. SWCA completed that report in August 2019. Planner Tyler stated that the overall objective of the 2019 historic preservation plan was to assess the condition and compliance for 19 of the 21 resources that were originally identified in Technical Report #6. Two of those 21 resources are located outside of the

EPMOA boundary. For that reason, they are not reflected in this report and they were not surveyed.

Planner Tyler stated that after the report was provided to the City, the City Council held a study session in November 2019 and invited the Planning Commission. At that study session, the Staff provided an overview of the 2019 historic preservation plan, an overview of the draft MOA, as well as funding levels. In response to that study session, the City Council gave direction to put together a draft priority list for expenditures and asked that the Staff continue to work with the EPMOA on funding levels for that MOA.

Planner Tyler reported that after the study session, the Mayor and the City Staff negotiated a Memorandum of Agreement between the City and the EPMOA to prioritize those outstanding work requirements based on the 2019 historic preservation plan updated. The MOA also negotiated specific funding levels over a 20-year period. Planner Tyler stated that between November and February, several developers came to the table and proposed to contribute additional funding to the MOA, in addition to the EPMOA and also the City's reallocation of the real estate transfer fees. Planner Tyler remarked that in total, the MOA formalizes a \$1,405,000 investment in historic preservation over a 20-year period. That does not include the anticipated acquisition of the Daly West by Deer Valley. Planner Tyler stated that the MOA was ultimately approved by the City Council gave the Mayor direction to sign the MOA. That occurred in March 2020 and that was the last time the City Council gave the Staff direction to come back to the Planning Commission. Planner Tyler noted that an important piece is that the MOA stipulates that a historic preservation plan update would need to be submitted to the City prior to completing those work requirements. The preservation plan was submitted in November. The Council reviewed the priority list in February 2020 and directed the Staff to work with the groups she previously mentioned to review that list.

Planner Tyler summarized that the Staff met with those partners in March to discuss those projects, and they were looking to continue to build on that momentum and discuss the projects moving forward once the Planning Commission amends Technical Report #6 to adopt the historic preservation plan update.

Planner Tyler walked through the findings of the 2019 Historic Preservation Plan, as well as one technical adjustment that the Staff was proposing. She noted that there were three categories of outstanding work. One is building and structural preservation, the second is interpretive signs, and the third is revegetation of waste dumps. Planner Tyler stated that there were only two building resources that were required to complete

work in the 2001 agreement; the Judge Mining and Smelting Building and the Little Bell Ore Bin.

At the November 7<sup>th</sup> study session, the City Staff and City Council stressed the importance of immediate action for the compromised roof structure at the Judge Building. The EPMOA obtained permission to access that building and they have made excellent progress. Planner Tyler stated that this work was an effort to address immediate concerns to the structural stability of this site. The 2001 recommendation was for this structure to serve as an office or recreation building. The Staff recommendation was that EPMOA take necessary steps with the owner to stabilize the structure in order to provide seasonal protection from the elements. After they reached the stabilization phase, they would confirm future use and next steps depending on the needs of the end user. Planner Tyler pointed out that an end use needs to be identified and there will be work associated with that use on the interior. At this point, the primary concern was simply stabilization.

Planner Tyler asked Doug Ogilvy to talk about the awesome work that was done on the Judge Building. Mr. Ogilvy stated that after multiple visits to the Planning Commission they followed the Commission's guidance in November and tackled the Judge Building, which had suffered significant damage in the winter of 2018-2019. Right before Christmas they had a contractor on board and they immediately proceeded with stabilizing. Mr. Ogilvy remarked that the contractor did a great job moving through and by early February had roofed in the damaged sections of the building. By mid-March they stopped for the winter having put ice and water shield on the new section of roof installed. The contractor was back on site either this week or next week to complete the stabilization repairs, which involves putting a new galvanized roof on the south side of the building. They will also be repurposing some of the existing galvanized roof on the north side of the building, primarily to maintain the historical integrity of the roof to the extent possible. They would also be putting permanent doors into the front of the building and into the back portion. If anyone chose to walk up there in the winter, they would have been crawling through a small wooden door. They intend to put on steel doors that will provide future access. Mr. Ogilvy commented on a number of significant spruce trees hanging over the building, and they will have an arborist surgically remove trees they believe are endangering the building.

Mr. Ogilvy anticipated that the stabilization of the Judge Building will be completed by June 30<sup>th</sup>. The work already done does not preclude any future uses, but the license agreement they obtained from the building owner restricted them to the repairs at this time. Future uses will be another discussion.



Planner Tyler stated that the next structure is the Little Bell Ore Bin. She noted that the Friends of Ski Mountain Mining History and the Museum made great progress on this structure in the summer of 2019. They made improvements to the Little Bell by structurally stabilizing failed members and made related improvements to failed materials. This was in accordance with the 2001 historic preservation plan recommendation of additional stabilization. Planner Tyler noted that it was recommended 20 years ago and there was significant decay over that 20-year period from the initial photos.

Planner Tyler reported that there was still an outstanding obligation from the 2001 historic preservation plan because it recommended a permanent structure with an all-weather roof. The Staff interprets this as either a free-standing structure that would hover above the Little Bell, or a physical roof attached. The concept was reviewed by the Design Review Team and they reviewed the requirement in its two potential forms. They also talked to the Chief Building Official about the possibility of having to add a roof in what the structural requirements would be accommodate snow load.

Planner Tyler stated that between having to add either additional structural members to support a new snow load, or having a canopy hover above the structure, the Staff and the Design Review Team felt this would affect the historic integrity of this site. Between the work that was recently completed in 2019 and future inspections and seasonal monitoring, the Staff finds that this structure is in general compliance with the 2001 recommendation of maintaining the structural integrity. They also find that the addition of either a roof or a canopy structure will ultimately diminish the site and the historic integrity of this area in general.

The Staff requested that the Planning Commission remove that requirement based on what they know from a historic preservation standpoint. Planner Tyler asked if there was consensus that the Planning Commission was comfortable removing that requirement based on the feedback from the Design Review Team.

Commissioner Sletten clarified that there was no canopy or roof on the building when it was originally constructed, or at least as far back in history they could go. Planner Tyler replied that he was correct.

Commissioner Thimm asked if Planner Tyler was asking for consensus now. Planner Tyler thought it would be easier to get consensus now before they move on to other issues. Commissioner Thimm stated that he was in favor of proceeding as recommended without a roof either hovering or attached. Commissioners Sletten, Van Dine, and Hall concurred.

Planner Tyler noted that the Judge Building and the Little Bell Ore Bin were the only two structures that were required to have preservation in 2001.

The next category was interpretive signs. Planner Tyler reported that of the 19 resources, all were required to install interpretive signs. According to the 2019 historic preservation plan update, and based on input from the Park City Museum, only eight resources have installed those signs. There were still 11 outstanding interpretive signs. Planner Tyler noted that the 2019 update stated that the Judge Mining and Smelting Building did not install a sign. However, there was a sign and the Staff report reflects that clarification.

EPMOA is aware of what items on the list still need to be done and those things will be funded as they start to address each of the sites. At the time of restoration of each site, they will be proposing to add the signs.

Planner Tyler stated that the revegetation was the last category. She noted that only 11 resources that required revegetation. All have attempted revegetation but with differing success rates. Four of the 11 sites have completed the required revegetation. Considered completion is at least 90% revegetation. The remaining seven sources attempted revegetation but for unknown reasons they did not achieve that 90% threshold. Planner Tyler stated that the Staff identified those percentages that were identified by SWCA when they checked each site individually.

Planner Tyler stated that as they begin to tick through the MOA and each year for the next 20 years, they will begin to address some of these revegetation issues.

Planner Tyler commented on the "priority list". She noted that the 2019 Preservation Plan Update provided an in-depth analysis and assessment of all 19 resources. It included the current condition in 2019 and the preservation treatments that were recommended beyond the 2001 obligation. She thought it was an important distinction because some of the resources were not obligated to complete further historic preservation because they were still in operation at the time. A good example is the Daly West Mine and all associated buildings. It was left off the list even though many of those structures needed preservation in 2001.

Planner Tyler stated that the Staff recommended to the City Council that once compliance with the underlying 2001 obligation is achieved, that the City Council adopt a priority list of future resources that could receive additional historic preservation to ensure continued care and maintenance. Planner Tyler noted that the same chart

shown this evening was presented to the City Council. She pointed out that there were three different priority levels. The first priority was building structures and related site improvements. It replaces the ones that were required in 2001 and put more priority on the sites listed in the 2019 report. It channels all the sites that are an absolute priority because if something is not done soon, those sites will be lost.

Planner Tyler stated that when the Staff met with EPMOA, the Museum and the Friends of Ski Mountain Mining history was to assess how they would use the initial funding levels for the 2020 projects. She noted that some would carry over into 2021. Planner Tyler stated that the last big project for 2020 will be the Daly West Headframe and the associated buildings. They will be able to achieve compliance with a majority of the upfront money and then begin to tick off some of the lower priority, non-structural issues so they do not lose any of these important building.

Chair Phillips opened the public hearing.

No comments were received.

Chair Phillips closed the public hearing.

Commissioner Kenworthy thanked Planner Tyler and Doug Ogilvy, and all the Planning Department for making this happen.

Commissioner Sletten was pleased to see the Daly West headframe as a priority. He wanted to know what type of restoration was anticipated. Mr. Ogilvy stated that they retained a geo-technical engineer, a site surveyor, and they were talking to structural engineers. Deer Valley was in the process of acquiring the underlying land of the historical headframe itself from JSSD. EPMOA has met with the City, the Historical Society and with Deer Valley. Mr. Ogilvy stated that the geo-technical engineer has concerns about putting the headframe directly over the prior hole, and they were looking to see if there is a location in close proximity that works for Deer Valley and still ties into the historical. He understood that a number of members on the headframe would need to be replaced with modern members. Some of the other members just need to be straightened out. Mr. Ogilvy remarked that they first need to identify a location, and then work with a structural engineer to figure out how much of the structure can be retained. They will be reviewing that with the City and the Historic Preservation Board. Mr. Ogilvy believed they could stand the headframe back up in close proximity to the original site with more than 90% of the original structural members intact.

MOTION: Commissioner Kenworthy moved to ADOPT the 2019 Flagstaff Mountain Resort Historic Preservation Plan Update as an addendum to Technical Report #6 of the Amended and Restated Development Agreement for Flagstaff Mountain dated 2007.

Commissioner Thimm seconded the motion, adding “with concurrence to delete the roof structure from the Little Bell Ore Bin”.

VOTE: The motion passed unanimous.

**6.C. 5000 Royal Street – Subdivision – Consideration of a 15-Lot Subdivision Located in the Deer Valley Master Planned Development (Application PL-10-04374)**

Planner Ananth noted that Rory Murphy, representing the applicant, and his attorney were also on the line.

Planner Ananth stated that the applicant was proposing to create a 15-lot subdivision, known as Huntsman Estates, on a 40-acre parcel. The project contains more than four lots and is considered a major subdivision, which means the Planning Commission approves a preliminary plat and a final plat in accordance with the subdivision regulations. The site lies southeast of the runaway truck ramp off of Marsac Avenue between Marsac Avenue and Royal Street. Adjacent subdivisions include American Flag to the north and Belleterre to the east. The property is heavily wooded and contains a large single-family dwelling that would remain and occupy one of the proposed lots.

Planner Ananth noted that the Planning Commission held a work session on this project in February, and since that time, the applicant decided to break the project into two phases. Phase 1 would be the 15-lots subdivision. Phase 2 would involve an amendment to the Deer Valley MPD to bring the adjacently owned 20-acre parcel into the MPD and potentially give the applicant additional density that they may seek to transfer to this site.

Planner Ananth clarified that the application being reviewed this evening is solely for Phase 1, the 15-lot subdivision.

Planner Ananth stated that subdivisions are reviewed under Section 15-7 of the LMC. The proposed Huntsman Estate Subdivision creates 15 lots of record from the 40 acres site, plus one common area parcel, for a total of 16 lots. Single family dwellings are an allowed use within the District, and the applicant has agreed to Condition of Approval

#4, which limits the lots to single-family dwellings and accessory buildings. All of the proposed lots meet the requirements of the residential development district and the Deer Valley MPD. Prior to building permits being issued for individual lots, the Planning Department must review proposed plans for compliance with the architectural design guidelines.

Planner Ananth reported that the Deer Valley MPD authorizes density within the Deer Valley area. The Deer Valley MPD was originally approved in 1977, and it has been amended and restated twelve times. It was most recently amended in November of 2016.

Planner Ananth stated that in May of 1982, the property was approved by the Planning Commission for a 34-lot subdivision known as the Westview Subdivision, which was approved and platted. A road was graded in, but no further improvements were installed. Planner Ananth noted that the property was purchased by the Huntsman family in 1987, and the Planning Commission approved the vacation of the 1982 Westview Subdivision and a 15-unit MPD.

Planner Ananth stated that Exhibit C of the Staff report notes that the applicant did not intend to subdivide the parcel, but that one unit would be built immediately, and the remaining 14 units would be built over time. The dwellings would all be family owned. Planner Ananth pointed out that only one unit was built on the 40-acre site, as well as a few accessory buildings.

Planner Ananth stated that at the February work session the Planning Commission request four items after discussion of the proposed project. The Planning Commission also decided that a traffic study was not required as the density is already contemplated in the Deer Valley MPD, and the applicant is proposing a van shuttle service that will serve the site.

Planner Ananth remarked that one question raised was what the site looks like from the road. She presented a slide showing that the site is just west of Royal Street and that there is currently an access gate on to the property. She noted that the site slopes away from Royal Street down the hill towards Marsac Avenue. The Belleterre Subdivision is east and uphill of the proposed Huntsman Estates. Planner Ananth stated that even though the existing house on the site was granted an exception from the building height limitation, it is not visible from the street due to the topography of the site being below the road and the ridge line, as well as the site being heavily wooded. Planner Ananth remarked that the house is visible to those uphill in the Belleterre and from the Golden Eye Road area. It is not visible from Main Street and the historic core.

The applicant was not looking for further height exceptions for any of the proposed lots.

Planner Ananth stated that in accordance with the general subdivision requirements, which requires a plan that addresses limits of disturbance and vegetation protection, the applicant identified the limits of disturbance in Exhibit M to the Staff report on the proposed lots, which take into account front and side setbacks. The proposed LODs range from 9,000 square feet to 25,000 square feet. It is based on lot size, with the average LOD being 13,000 square feet or 34% of the lot area.

Planner Ananth presented a chart outlining the average lot size, which is just over an acre, as well as the proposed LOD area.

Planner Ananth noted that the applicant had submitted a forest assessment, which was Exhibit N to the Staff report. Key findings include that the forest is predominantly made up of a mix of white fir and blue spruce species, as well as gamble oak and aspen trees. The overall forest is reported as being healthy but could benefit from some additional management in the form of thinning and dead tree removal. There was a noticeable amount of beetle kill on the site and in the general area. Planner Ananth stated that the forest assessment recommends that healthy trees or groups of trees need to be identified for preservation and protection as the lots are developed. This includes consideration of the critical root zone of protected trees during construction activity. The assessment also recommends fire mitigation strategies such as creating three different defensible space zones. Most of the flammable vegetation would be removed from Zone 1 within the first 15' to 30' from the structure. Zone 2 would extend 100' from the structure and would include removal of weakened, diseased, and dead trees in an effort to reduce flammable fuels and fire intensity. Zone 3 would be the area that is more than 100' from the structure and would include general best practices for forest management, including removal of dead trees.

Planner Ananth noted that Condition of Approval #9 includes the above recommendations consistent with the forest assessment.

Planner Ananth remarked that the applicant had also submitted a visual analysis, which is Exhibit P of the Staff report. The applicant notes that the average house size of the house modeled in the analysis is approximately 10,000 square feet. Each individual analysis included views from City Hall, the top of Main Street, from Sampson Avenue, and from the eight typical vantage points laid out in the Sensitive Land Overlay Zone regulations. Planner Ananth stated that the submitted visuals confirm that the site will have a minimal impact on the City, including limited ridgeline intrusion due to the existing large evergreen trees on the site. The built site will be most visible to adjacent

properties that are sited above the project. However, those properties have a substantial buffer of existing trees.

Planner Ananth presented a photograph that identified the subject property from the intersection of Main and Heber, which is one of the eight typical vantage points in the Sensitive Lands Overlay Zone. An arrow pointed to the general area of the proposed subdivision. She noted that the development has been overlaid into the existing forest.

Chair Phillips asked if the roofs shown were superimposed into the photograph. Planner Ananth answered yes and noted that none of the roofs intrude into the ridgeline.

Planner Ananth stated that there are single and double-track bike trails on the applicant's adjacent 20-acre parcel, which are the Rossi Hill and Lookout Trails. The City would like to acquire easements on those trails in order to maintain and improve the trails as necessary. The trail easements were addressed in Condition of Approval #12. Planner Ananth reported that the applicant was pushing back on the condition and preferred to address the easements when and if Phase 2 moves forward.

Planner Ananth stated that the Open Space and Trails Coordinator also recommended a condition that the applicant grant an easement to the City and post a bond of \$25,000 for the construction of a new trail connection between the intersection of the Lookout and Rossi Hill trails and Royal Avenue. She indicated the new proposed trail shown in green, which approximates the area of the trail in general. It was not a specific layout. She noted that it connects to the existing trails and to Royal Street and the idea is to eventually link with the Tour de Homes Trails located across Royal Street. Planner Ananth stated that it is a nice connection for alternative modes of transportation, including pedestrian or bikers. The applicant is willing to post a bond and they would like to work further with the Sewer District and the Open Space and Trails Coordinator on the actual placement and location of the trails as the project moves forward.

Planner Ananth stated that as the project is contemplated with two phases the Planning Department also recommends a condition of approval that should Phase 2 move forward, the applicant would deed the adjacent 20 acre parcel to the City as natural recreation and open space, which would extend the existing ROS corridor. Planner Ananth noted that the adjacent parcel is currently zoned Estate. Zoning it ROS would make it contiguous with the larger area. She pointed out that the actual project site is within the MPD and is zoned RD.

Planner Ananth stated that the Staff finds good cause for this subdivision, as it is consistent with the density location and uses identified in the Deer Valley Master

Planned Development where it assigns 15-units of density. The project is in keeping with the goals of the General Plan for the Upper Deer Valley neighborhood to create a limited number of single-family homes supporting the resort neighborhood. Development clusters exist within pods, and each pod is surrounded by recreational open space. An extensive trails system provides for hiking and biking in the summer and connects Deer Valley to the Main Street area. This project will contribute to the trails system and further connect the neighborhood to the Main Street core. This project will create an on-call van service program that will support carpooling to the ski slopes and the Main Street area, particularly during peak periods.

Rory Murphy clarified that he was representing the Huntsman family, who is the applicant. Mr. Murphy noted that the trails discussion came up late last week. He commented on two issues. One issue was Findings of Fact #23 and Condition of Approval #12, where the 20-acre parcel is included for the hiking trail. Given that it would be in Phase 2, the applicant believes it should be covered at that time and not in Phase 1. The applicant would like to keep the two projects separate and the 20-acre parcel is not part of the application at this time. A second issue would be Finding of Fact #24 and Condition of Approval #13. The applicant would like to work with the Open Space and Trails Coordinator, Heinrich Deters, to work out the trail alignment. He emphasized that the applicant was not opposed to the trail or posting the \$25,000 bond. They would just like to provide input on the location of the trail. Mr. Murphy stated that the Snyderville Basin Sewer District is planning to significantly upgrade the infrastructure and currently it is uncertain where the trail will be located. The applicant is agreeing to do the trail, but they would like to do it jointly with the City Trails coordinator.

Commissioner Thimm asked if Mr. Murphy was suggesting that they revise but not remove the conditions of approval and the findings of fact; or whether he would like them removed until Phase 2. Mr. Murphy requested that they strike Finding #23 and Condition #12, because they specifically address the 20-acre parcel that is no longer part of this application. It is part of the Phase 2 application. He did not believe the finding and the condition belonged in this application approval. Regarding Finding #24 and Condition #13, Mr. Murphy requested deleting the last line "shall follow the sewer line easement". He also suggested adding "to the satisfaction of the Park City Trails coordination and in coordination with the applicant" to the end of the first sentence.

Commissioner Sletten noted that the Planning Commission received an email later this afternoon from the American Flag HOA that raised questions with respect to fire management plans and forest assessment. Another question addressed the number of



home sites. He asked if Mr. Murphy had seen the email and whether he was prepared to comment.

Mr. Murphy stated that the applicant strongly agreed with the fire suppression comments. They intend to follow all directions from the Fire Marshall and the recommendations outlined in the Arborist report. Mr. Murphy remarked that that were common sense measures that need to be taken. He thought Planner Ananth had done a good job making those a requirement of the subdivision. Mr. Murphy did not understand the second issue raised in the email because most of the American Flag lots are considerably smaller than the lots being proposed. In addition, 50% of the homes are larger than what was indicated. Mr. Murphy could only say that the proposed plan is a good plan and they are within what was outlined for that property and what was outlined in the Deer Valley MPD. He was not sure how to address that question from American Flag. Their proposal has a large variety of lots and the lowest size is .54 acres.

Commissioner Sletten read the second paragraph from the email, "The City regulations would permit 14 home sites on the land mass, but the applicant desires two more in density in exchange". Mr. Murphy thought that reflected the earlier conversation at the February work session where the applicant had discussed including the 20 acres in this proposal. The clear direction from the Staff following that meeting was that they could do it, but it would require amending the Deer Valley MPD.

Commissioner Hall asked Planner Ananth to bring up the slide showing the suggested revised conditions. Planner Ananth noted that she had not stricken Condition #12, but she understood from Mr. Murphy that the applicant would like to eliminate Condition #12. She pointed out that she did revise Condition #13. Commissioner Hall understood that there would not be easement over the other parcel. Planner Ananth replied not at this time; however, when and if the applicant moves forward with Phase 2 the City would seek the easement at that time. Commissioner Hall asked if the new connection would still be possible. Planner Ananth answered yes. Commissioner Hall asked if the 20-acres is pulled in, whether they would add an extra loop or whether it would be omitted entirely. Mr. Murphy replied that the applicant would have another trail obligation upon submitting for Phase 2. Planner Ananth pointed out that those trails would remain in public use as they are today, even though they are on private property. Mr. Murphy stated that the trails would be memorialized at that time. They would also memorialize the trail in Phase 1 as well. Currently, they are not official trails and the City has no easement for them now.

Commissioner Sletten clarified that if they decide to amend Finding #24, they also need to amend Condition of Approval 13 with respect to the alignment along the sewer. Commissioner Thimm pointed out that Finding #23 would be deleted and Finding #24 would be amended.

Chair Phillips opened the public hearing.

eComments were submitted. All public comments received before and during the meeting were included in the record.

Planner Jackson read the eComment that was received.

Shawn Kelleher remarked that given the cost of moving these trails and keeping them available to all users, the trails reconfiguration should be done now. The trails in question are the only direct access from Rossi Hill to various uphill locations, and as a Rossi Hill full-time resident they use these trails all the time. Mr. Kelleher thought \$25,000 was inconsequential to the developer. They should do the trails now.

Chair Phillips closed the public hearing.

Commissioner Hall referred to the public comment regarding the trail and asked if doing it now was an option. Commissioner Thimm pointed out that there was no existing easement. Mr. Murphy reiterated that the applicant is committed to doing the trail and will post the \$25,000 as a condition of the plat recordation. He has had long conversations with Mr. Deters, the Trails Coordinator, and he is comfortable with that approach.

Commissioner Kenworthy asked if Mr. Murphy would be comfortable adding a time frame. Mr. Murphy thought 60-90 days would be sufficient because the center line needs to be surveyed.

Greg Cropper, Legal Counsel for the applicant, suggested that there might be an issue with the language specifically calling out what trails they would connect to. Planner Ananth thought they could finesse actual language that would work for the applicant. She suggested vague language stating that the applicant shall grant an easement and post a bond with the City for a connector trail from Royal Street to the trails on their adjacently owned property, in coordination with the open space trails coordinator and the Snyderville Basin Sewer District.

Director Erickson stated that since this was a recommendation to the City Council, the Staff could work on the final language before it goes to the City Council.

The Staff recommended that the Planning Commission consider waiving the preliminary plat requirement and forward a positive recommendation for consideration by the City Council at their June 25<sup>th</sup> meeting, based on the findings of fact, conclusions of law, and conditions of approval found in the draft ordinance and as amended this evening.

Planner Ananth clarified that the revised Findings and Conditions would strike Finding #23 and Condition #12; and eliminate the last portion of the sentence for Finding #24 and Condition #13.

MOTION: Commissioner Sletten moved to forward a POSITIVE recommendation to the City Council for the 5000 Royal Street Subdivision for consideration at their June 25<sup>th</sup> meeting, in accordance with the Findings of Fact, Conclusions of Law, and Conditions of Approval found in the draft ordinance and as amended this evening and renumbered. Commissioner Thimm seconded the motion.

Commissioner Hall requested that the Staff draft language regarding a time frame for the trail prior to this going to the City Council.

VOTE: The motion passed unanimously.

#### Findings of Fact – 5000 Royal Street

1. The property contains 40.69 acres and is zoned Residential Development (RD) and is located within the Deer Valley MPD Overlay.
2. 5000 Royal Street is improved with a large family estate house as well as accessory buildings including a carriage house and underground garage.
3. The Parcel is known as the Westview Parcel located in the North Silver Lake Community of Deer Valley and is assigned 15 Density Units in Exhibit 1 of the Twelfth Amendment and Restated Deer Valley MPD with one Unit already developed.
4. The Subdivision is classified as a Major Subdivision according to LMC Section 15-7.1-3(A)(2) as it contains four (4) or more lots. The subdivision contains 16 lots including one common parcel.
5. Staff checked for compliance with the Deer Valley MPD and Deer Valley is compliant with its Employee Housing obligations.
6. There are no Maximum House Size limitations or Unit Equivalent limitations on this parcel.

7. Building Height is limited to 28 feet for this parcel with an exception for the existing house which was granted in 1987 as part of the Conceptual MPD approval for the Westview MPD.
8. This Subdivision vacates the previous Westview MPD.
9. Nothing in this approval shall prevent the applicant from transferring up to two Units of density from the adjoining Estate zoned 19.51-acre parcel into this Subdivision in the future subject to a Plat Amendment, an amendment to the Deer Valley MPD and the dedication of this adjacent parcel to the City as Open Space.
10. The proposed Major Subdivision has been reviewed for compliance with all Sections of LMC 15-7, Subdivision General Provisions.
11. Single Family Dwellings are an allowed Use within the RD District.
12. Lockout Units require a CUP.
13. Nightly Rentals are allowed in the area unless HOA rules prohibit them.
14. The proposed 15 lots and Common Area Parcel meet the Lot and Site Requirements of the RD Zone and the Deer Valley MPD.
15. All future buildings shall be reviewed for compliance with the Architectural Design Guidelines of LMC Section 15-5.
16. The applicant submitted a Forrester Assessment from a certified arborist that evaluated the health and viability of the site and makes recommendations on thinning and removing dead standing trees in order to balance the need for tree removal for forest health, build out and wildfire prevention with the visibility of the site.
17. Care shall be taken in the siting of houses and driveways to limit the removal of Significant Vegetation. The applicant submitted LOD Areas for each of the individual lots in a file titled Lot Exhibit dated 4/15/20.
18. The property is located outside the Park City Landscaping and Maintenance of Soil Cover Ordinance.
19. A 40-foot right-of-way will serve the Subdivision from Royal Street. The road will be private and will be maintained by the Homeowner's Association but shall be constructed to City Standards.
20. The Snyderville Basin Sewer Improvement District has an easement for a sewer trunk line through this property that will be maintained.
21. The applicant submitted a Visual Analysis of what the development may look like at full build out from the Historic District and various other points in Park City with considerations made for removal of Significant Vegetation. The Visual Analysis shows that the site as developed should have minimal visual impact on the Historic District.
22. There should be minimal impact on surrounding properties including shadows, loss of solar access, air circulation, views or ridgeline intrusion due to required setbacks

and because the building height limitation of 28 feet is less than the height of surrounding trees.

23. Also in compliance with LMC Section 15-7.3-8, Sidewalks, Hiking Trails, Bike Paths, and Horse Trails, the applicant has agreed to grant an easement to the City and post a bond with the City up to \$25,000 for the construction of a new trail connection between the intersection of the Lookout and Rossi Hill Trails and Royal Street. This new trail would provide a connection for alternative forms of transportation between Old Town and Deer Valley.

24. The traffic impacts for this 15-lot Subdivision are expected to be well within the capacity of Royal Street. In order to reduce traffic from the Subdivision the applicant is proposing an on-call van that will transport owners and guests to the Silver Lake area as well as the Main Street core and the surrounding resorts.

25. A traffic Study was not required for this application as the Deer Valley MPD accounts for 15 Units of Density on the site.

26. The applicant has agreed to cooperate with and not restrict or obstruct aerial transportation that may be developed in the future over the property.

#### Conclusions of Law – 5000 Royal Street

1. There is Good Cause for the Huntsman Estates Subdivision. The proposed Subdivision complies with the Land Management Code requirements and the Deer Valley MPD and is within the Density previously approved for the parcel in 1987.
2. The Huntsman Estates Subdivision is consistent with the 2014 Park City General Plan and the Park City Land Management Code including Sections 15-7.1-3(C) and 15-12-15(B)(4) and (9) and applicable State Law regarding Subdivisions.
3. Neither the public nor any person will be materially injured by the proposed Subdivision.
4. Approval of this Subdivision does not adversely affect the health, safety, and welfare of the citizens of Park City.

#### Conditions of Approval – 5000 Royal Street

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the Subdivision Plat for compliance with State Law, the Land Management Code, and the Conditions of Approval, prior to recordation of the Plat.
2. The applicant will record the Plat at the County within two (2) years from the date of City Council approval. If recordation has not occurred within two (2) 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. A Plat Note shall indicate that all roads, cut-de-sac and utilities shall conform to

current City Standards.

4. A Plat Note shall indicate that the lots are limited to Single Family Dwellings and Accessory Buildings.

5. A Plat Note shall indicate that all buildings in the Huntsman Estate Subdivision shall be fire sprinkled on both the interior and exterior.

1310

6. A Plat Note shall indicate that the overall development parcel shall contain a minimum of 88% open space and otherwise comply with the Deer Valley MPD and all applicable zoning regulations including building height of 28 feet.

7. A Plat Note shall indicate that all building must be within the LOD Area shown on Lot Exhibit dated 4/15/20. Minor adjustments to the LOD Area shall be allowed by the Planning Director so long as the size of the LOD Area on the lot remains the same.

8. A Plat Note shall indicate that none of the amenities shall have exterior lighting meant to allow for nighttime use.

9. A Plat Note shall indicate that prior to the issuance of building permits for individual lots the applicant or owner of the lot shall submit a certified Arborists Assessment of the lot that analyzes the health and viability of all Significant Vegetation on the property within 100 feet of the LOD, includes a Tree Preservation Plan that indicates trees proposed for removal, how trees will be protected during construction and a tree replacement plan. Plans shall also indicate that trees shall be limited within a 15-foot radius of the house and that diseased and dead trees within 100 feet of the house will be removed, consistent with the submitted Forrest Assessment dated March 28, 2020.

10.A Plat Note shall indicate that if the developer encounters mine waste or mine waste impacted soils they must handle the material in accordance to State and Federal law.

11.A Plat Note shall indicate that no private driveways will be permitted from Royal Street.

12.The applicant shall grant and easement and post a bond with the City up to \$25,000 for the construction of a new trail connection between the Lookout Trail and Royal Street.

13.Should the applicant move forward with Phase 2 of this project, a Condition of approval will be placed on the Plat Amendment that the applicant shall deed the adjacent parcel to the City as natural Recreational Open Space.

14.A Plat Note shall indicate that the Subdivision shall be served by an on-call van/shuttle service that will transport owners and guests to the Silver Lake area as well as the Main Street core and the surrounding resorts during peak vacation/holiday weeks in order to minimize the traffic impact from this Subdivision. At a minimum this shall include holiday weeks and three-day weekends in perpetuity. The shuttle shall utilize Royal Street and shall not utilize Hillside Avenue.

15.A Construction Management Plan that explicitly prohibits parking on Royal Street during construction will be required prior to the issuance of any building permits.

16.A Plat note shall indicate that there shall be no further subdivision of these 15 lots with the exception of Additional Land East and Additional Land West subject to an Amendment of the Deer Valley MPD and the incorporation of the adjacent PC-S-46-B-1 into the DV MPD as Open Space and dedication of this parcel to Park City Municipal Corporation.

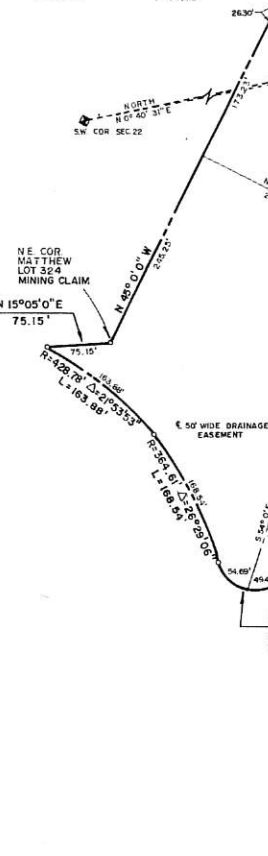
17.The Huntsman Estates Subdivision development exceeds one (1) acre and shall meet the requirements of the municipal separate storm sewer system (MS4) storm water program. A plat note shall indicate that each lot within this common development shall be required to obtain a MS4 storm water permit prior to any construction activity.

The Planning Commission Meeting adjourned at 9:30 p.m.

Approved by Planning Commission: \_\_\_\_\_

# ROAD CURVE DATA

|                                                      |                                                      |                                                    |
|------------------------------------------------------|------------------------------------------------------|----------------------------------------------------|
| A: R=40.00'<br>L=150.79'<br>A=83°50'0"<br>T=36.07'   | F: R=240.00'<br>L=117.29'<br>A=28°30'0"<br>T=59.84'  | K: R=35.27'<br>L=144.01'<br>A=71°30'0"<br>T=25.39' |
| B: R=88.00'<br>L=162.04'<br>A=108°30'0"<br>T=115.73' | G: R=400.00'<br>L=76.79'<br>A=11°0'0"<br>T=38.52'    |                                                    |
| C: R=158.66'<br>L=238.76'<br>A=86°35'0"<br>T=149.47' | H: R=505.00'<br>L=528.40'<br>A=57°40'0"<br>T=289.02' |                                                    |
| D: R=450.00'<br>L=134.17'<br>A=17°05'0"<br>T=67.59'  | I: R=150.00'<br>L=117.55'<br>A=27°50'0"<br>T=37.17'  |                                                    |
| E: R=250.00'<br>L=226.92'<br>A=44°50'0"<br>T=119.63' | J: R=75.00'<br>L=117.55'<br>A=27°50'0"<br>T=37.17'   |                                                    |



## BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS NORTH 266.15 FT. AND WEST 350.68 FT. FROM THE S.W. CORNER OF SEC. 22, T.2 S., R.4 E., S.1 B. & M., SAID POINT ALSO BEING THE S.E. CORNER OF THE PORT ARTHUR MINING CLAIM NO. 5762; THENCE N 19°11'0" E ALONG THE EAST LINE OF SAID MINING CLAIM 476.10 FT. TO THE N.E. CORNER THEREOF; SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF SINGER MINING CLAIM NO. 5763; THENCE S 79°53'46" E ALONG THE SOUTHERLY LINE OF SAID CLAIM 433.58 FT. TO A POINT OF INTERSECTION WITH A LINE EXTENDED FROM NORTHEASTLY CORNER OF TRUMP MINING CLAIM NO. 265 AND S.W. CORNER OF FRACTION MINING CLAIM NO. 5763; THENCE N 10°28'40" E ALONG WESTERLY LINE OF FRACTION MINING CLAIM NO. 5763; THENCE N 10°28'40" E ALONG MINING CLAIM LOT NO. 52, SAID POINT ALSO BEING THE MOST S.W. CORNER OF LOT NO. 15 OF RECORDED AMERICAN FLAG SUBDIVISION; THENCE EAST ALONG THE SOUTHERLY LINE OF AMERICAN FLAG SUBDIVISION 701.53 FT. TO A POINT OF INTERSECTION WITH THE S.W. LINE OF RECORDED LAKE FLAT C ROAD; AND FOLLOWING SAID ROW. NEXT FIVE COURSES: 1) S 19°01'35" E 177.29 FT. TO A POINT ON A 936.65 FT. RADIUS CURVE TO THE LEFT (CENT. BEARS N 70°58'25" E 536.65 FT. OF WHICH CENTRAL ANGLE IS 15°08'53"); 2) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 247.64 FT. TO A POINT OF TANGENCY; 3) THENCE S 34°10'28" E 211.53 FT. TO A POINT ON A 175.60 FT. RADIUS CURVE TO THE RIGHT (CENT. BEARS S 58°40'32" W 175.60 FT. OF WHICH CENTRAL ANGLE IS 49°07'46"); 4) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 134.79 FT. TO A POINT OF TANGENCY; 5) THENCE S 08°17'18" W 10.35 FT. TO A POINT ON THE WESTERLY R.O.W. OF RECORDED LAKE FLAT D ROAD; SAID POINT ALSO ON A 140.00 FT. RADIUS CURVE TO THE RIGHT (CENT. BEARS N 80°02'42" W 140.00 FT. OF WHICH CENTRAL ANGLE IS 95°52'12"); 6) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 234.25 FT. TO A POINT OF TANGENCY; 7) THENCE N 74°10'30" W 215.36 FT. TO A POINT ON A 2456.77 FT. RADIUS CURVE TO THE RIGHT (CENT. BEARS N 6°49'30" E 2456.77 FT. OF WHICH CENTRAL ANGLE IS 04°48'50"); 8) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 177.83 FT. TO A POINT ON A 532.64 FT. RADIUS REVERSE CURVE TO THE LEFT (CENT. BEARS S 19°58'20" W 532.64 FT. OF WHICH CENTRAL ANGLE IS 20°33'0"); 9) THENCE WESTERLY ALONG THE ARC OF SAID CURVE 191.04 FT. TO A POINT OF TANGENCY; 10) THENCE S 89°25'20" W 100.45 FT. TO A POINT ON A 467.41 FT. RADIUS CURVE TO THE LEFT (CENT. BEARS S 0°34'40" E 467.41 FT. OF WHICH CENTRAL ANGLE IS 79°25'20"); 11) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 66.28 FT. TO A POINT OF TANGENCY; 12) THENCE S 19°01'35" E 603.75 FT. TO A POINT ON A 435.00 FT. RADIUS CURVE TO THE LEFT (CENT. BEARS S 76°0'0" E 435.00 FT. OF WHICH CENTRAL ANGLE IS 07°0'0"); 13) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 356.83 FT. TO A POINT OF TANGENCY; 14) THENCE S 33°0'0" E 494.50 FT. TO A POINT ON A 450.00 FT. RADIUS CURVE TO THE RIGHT (CENT. BEARS S 57°0'0" W 450.00 FT. OF WHICH CENTRAL ANGLE IS 17°30'40"); 15) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 100.15 FT. TO A POINT ON A 364.61 FT. RADIUS REVERSE CURVE TO THE LEFT (CENT. BEARS S 0°30'40" W 364.61 FT. OF WHICH CENTRAL ANGLE IS 26°29'06"); 16) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 162.54 FT. TO A POINT ON A 428.78 FT. RADIUS COMPOUND CURVE TO THE LEFT (CENT. BEARS S 21°58'26" E 428.78 FT. OF WHICH CENTRAL ANGLE IS 21°58'26"); 17) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 163.88 FT. TO A POINT OF INTERSECTION WITH THE EASTERLY LINE OF MATTHEW MINING CLAIM; THENCE N 15°05'0" E ALONG THE EASTERLY LINE OF MATTHEW MINING CLAIM 75.15 FT. TO N.E. CORNER THEREOF; THENCE N 49°00'0" W 762.25 FT. TO A POINT ON THE EASTERLY LINE OF YALUP LOT 264 MINING CLAIM; THENCE N 74°28'10" W 69.67 FT.; THENCE N 15°31'50" E 219.26 FT. TO THE POINT OF BEGINNING. CONTAINS 40.6921 AC.

## SURVEYOR'S CERTIFICATE

I JAMES G. WEST DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 3082 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREWITH, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND PRIVATE STREETS TO BE HEREINAFTER KNOWN AS WESTVIEW, AND THAT THE SAME HAS BEEN SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

I FURTHER CERTIFY THAT IN MY OPINION THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.

*James G. West*  
JAMES G. WEST, R.L.S. NO. 3082  
DATE: May 6, 1982

## ACKNOWLEDGEMENT

STATE OF UTAH  
COUNTY OF SUMMIT

ON THE 14th DAY OF May, 1982, PERSONALLY APPEARED BEFORE ME *John E. Miller*, WHO, BEING BY ME DULY SWORN, DID SAY THAT HE IS THE VICE PRESIDENT OF ROYAL STREET OF UTAH, A UTAH CORPORATION, WHICH IS THE GENERAL PARTNER OF DEER VALLEY RESORT COMPANY, A UTAH LIMITED PARTNERSHIP, AND THAT THE WITHIN AND FOREGOING OWNERS CONSENT TO RECORD WAS SIGNED ON BEHALF OF SAID CORPORATION AS SUCH GENERAL PARTNER, AND SAID *John E. Miller* DULY ACKNOWLEDGED TO ME THAT SAID PARTNERSHIP EXECUTED THE SAME.

*Laurie M. Pergande*  
NOTARY PUBLIC  
3-16-83  
COMMISSION EXPIRES  
*Park City, Utah*  
RESIDING AT



## OWNERS CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS: THAT DEER VALLEY RESORT COMPANY, A UTAH LIMITED PARTNERSHIP, THE OWNER OF THE HEREIN DESCRIBED TRACT OF LAND, HEREBY CAUSES THE SAME TO BE DIVIDED INTO PRIVATE STREETS, COMMON AREAS, AND PARCELS AS SET FORTH IN THE ABOVE PLAT. HEREAFTER TO BE KNOWN AS WESTVIEW SUBDIVISION, A PLANNED UNIT DEVELOPMENT. SAID PRIVATE STREETS AND COMMON AREAS ARE NOT DEDICATED TO THE PUBLIC, BUT SHALL BE FOR THE USE OF THE PARCEL OWNERS, THEIR INVITEES AND GUESTS, SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR WESTVIEW SUBDIVISION, A PLANNED UNIT DEVELOPMENT, WHICH WILL BE RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SUMMIT COUNTY, UTAH, CONCURRENTLY WITH THE RECORDING OF THIS PLAT.

ALSO THE OWNER HEREBY DEDICATES TO PARK CITY MUNICIPAL CORPORATION, SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT, PARK CITY FIRE PROTECTION DISTRICT, AND SUMMIT COUNTY A NON-EXCLUSIVE EASEMENT OVER THE STREETS, DRIVEWAYS AND UTILITY EASEMENTS SHOWN ON THIS PLAT FOR THE PURPOSE OF PROVIDING ACCESS FOR UTILITY MAINTENANCE AND TO PROVIDE EMERGENCY SERVICES TO THE WESTVIEW SUBDIVISION.

EXECUTED THIS 7th DAY OF MAY, 1982  
DEER VALLEY RESORT COMPANY  
BY ROYAL STREET OF UTAH  
ITS GENERAL PARTNER  
BY *John E. Miller*  
JOHN E. MILLER, VICE PRESIDENT

## CITY COUNCIL APPROVAL

PRESENTED TO THE BOARD OF PARK CITY COUNCIL THIS 17th DAY OF June, A.D. 1982, AT WHICH TIME THIS RECORD OF SURVEY WAS APPROVED

*John C. Buehler*  
CITY CLERK  
MAYOR

## CITY ENGINEER

APPROVED AND ACCEPTED BY THE PARK CITY ENGINEERING DEPARTMENT ON THIS 1st DAY OF JUNE, A.D. 1982.

*Eric W. DeGroot, P.E.*  
CITY ENGINEER

## CITY PLANNING COMMISSION

APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISSION ON THIS 9th DAY OF June, A.D. 1982.

*H. Gregory Lamm*  
CHAIRMAN

## APPROVAL AS TO FORM

APPROVED AS TO FORM ON THIS 16 DAY OF June, A.D. 1982.

*Thomas E. Clark*  
CITY ATTORNEY

## RECORDED

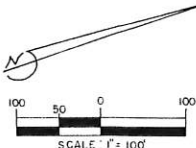
NO. 192634  
STATE OF UTAH  
COUNTY OF SUMMIT  
RECORDED AND FILED AT THE REQUEST OF:  
*Associated Title Co.*  
DATE: 6-21-82 AT: 3:15  
\$29.50  
FEE COUNTY RECORDER

## J.J. Johnson & Associates

Park Meadows Plaza,  
Highway 248  
Park City, Utah 84060  
(801) 649-9811



DEDICATION PLAT OF  
**WESTVIEW**  
A PLANNED UNIT DEVELOPMENT - 34 LOTS  
LOCATED IN THE EAST HALF OF SEC. 21, AND  
WEST HALF OF SEC. 22, T.2 S., R.4 E.,  
SALT LAKE BASE & MERIDIAN



## LEGEND

- △ BUILDING POINT
- ① LOT NUMBER
- BUILDING PAD
- MONUMENT

## SQ. FOOTAGE OF LOTS & ADDRESS

| LOT | #      | ACRES | SQ. FT. | ADDRESS        |
|-----|--------|-------|---------|----------------|
| 1   | 20539  | SF    | 5550    | WESTVIEW COURT |
| 2   | 23793  | SF    | 5600    | WESTVIEW COURT |
| 3   | 13156  | SF    | 5650    | WESTVIEW COURT |
| 4   | 70284  | SF    | 5575    | WESTVIEW COURT |
| 5   | 63623  | SF    | 5535    | WESTVIEW COURT |
| 6   | 39373  | SF    | 5495    | WESTVIEW COURT |
| 7   | 26366  | SF    | 5445    | WESTVIEW DRIVE |
| 8   | 20210  | SF    | 5425    | WESTVIEW DRIVE |
| 9   | 22966  | SF    | 5405    | WESTVIEW DRIVE |
| 10  | 19462  | SF    | 5375    | WESTVIEW DRIVE |
| 11  | 20642  | SF    | 5335    | WESTVIEW DRIVE |
| 12  | 20756  | SF    | 5295    | WESTVIEW DRIVE |
| 13  | 20726  | SF    | 5255    | WESTVIEW DRIVE |
| 14  | 21452  | SF    | 5215    | WESTVIEW DRIVE |
| 15  | 20172  | SF    | 5175    | WESTVIEW DRIVE |
| 16  | 23503  | SF    | 5135    | WESTVIEW DRIVE |
| 17  | 27304  | SF    | 5105    | WESTVIEW DRIVE |
| 18  | 48772  | SF    | 5055    | WESTVIEW DRIVE |
| 19  | 34979  | SF    | 5015    | WESTVIEW DRIVE |
| 20  | 126680 | SF    | 4915    | WESTVIEW DRIVE |
| 21  | 102301 | SF    | 4855    | WESTVIEW DRIVE |
| 22  | 115694 | SF    | 4805    | WESTVIEW DRIVE |
| 23  | 136492 | SF    | 4735    | WESTVIEW DRIVE |
| 24  | 71908  | SF    | 4665    | WESTVIEW DRIVE |
| 25  | 114592 | SF    | 5070    | WESTVIEW DRIVE |
| 26  | 23275  | SF    | 5130    | WESTVIEW DRIVE |
| 27  | 19838  | SF    | 5170    | WESTVIEW DRIVE |
| 28  | 20260  | SF    | 5210    | WESTVIEW DRIVE |
| 29  | 23856  | SF    | 5255    | WESTVIEW DRIVE |
| 30  | 20625  | SF    | 5290    | WESTVIEW DRIVE |
| 31  | 20873  | SF    | 5330    | WESTVIEW DRIVE |
| 32  | 17052  | SF    | 5360    | WESTVIEW DRIVE |
| 33  | 17755  | SF    | 5410    | WESTVIEW DRIVE |
| 34  | 22707  | SF    | 5410    | WESTVIEW DRIVE |
| 35  | 22139  | SF    | 5410    | WESTVIEW DRIVE |
| 36  | 18840  | SF    | 5410    | WESTVIEW DRIVE |
| 37  | 17680  | SF    | 5410    | WESTVIEW DRIVE |
| 38  | 18867  | SF    | 5410    | WESTVIEW DRIVE |



# PARK CITY

Community Development/Engineering  
Building and Planning Departments

December 17, 1987

Karen Huntsman  
c/o Pat Price  
2000 Eagle Gate Tower  
Salt Lake City, UT 84111

## NOTICE OF PLANNING COMMISSION ACTION

Project Name: Conceptual MPD Approval for Westview MPD

Project Description: To vacate the Westview Subdivision plat and to gain MPD approval for a family compound of up to 15 units

Date of Meeting: December 16, 1987

Action Taken By Planning Commission: APPROVED with conditions

### Conditions of Approval:

1. Prior to issuance of building permits, Deer Valley and the applicant shall propose an alternative trail location and shall dedicate such easement as a public trail, subject to approval by staff.
2. Prior to building permit issuance of the first dwelling, the Westview Subdivision Plat shall be vacated.
3. Prior to any construction commencing on the site, the City Engineer shall review and approve the road and utility design.
4. Prior to construction of the third dwelling, the road and utilities must be brought up to minimum fire standards.
5. This MPD is not a subdivision. If the applicant ever desires to subdivide, all road and utility improvements will have to be brought up to City Standards consistent with the Park City Standard Design and Construction Specifications.

6. The buildings in the Westview MPD will have to be fire sprinkled and may require exterior flame spread protection.
7. The Snyderville Basin Sewer Improvement District must be contacted and approvals given for sewerage.
8. No more than 10 percent of the buildings roofline shall extend beyond the 33 foot height limit up to a 40 foot maximum.

Date of Expiration: December 16, 1988

Nora L. Seltnerich  
Nora L. Seltnerich  
Principal Planner

12/17/87  
Date

ACKNOWLEDGEMENT

I the undersigned, hereby acknowledge the conditions by which the project referred to above was approved.

Karen H. Hartman

1/22/88  
Date

NO CONSTRUCTION SHALL BE PERMITTED UNTIL A SIGNED COPY OF THIS LETTER, SIGNIFYING CONSENT TO THE CONDITIONS OUTLINED ABOVE, HAS BEEN RETURNED TO THE PLANNING DEPARTMENT.

# HUNTSMAN ESTATES FOREST ASSESSMENT

For

DV LODGE LLC

For Service At

5000 ROYAL STREET  
PARK CITY, UTAH



March 28, 2020

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| White Fir .....                                               | 4  |
| Forest Health .....                                           | 5  |
| Lots 1 – 3.....                                               | 5  |
| Lots 4 – 11 including Additional Land A.....                  | 7  |
| Lots 13 – 15 including Common Area and Additional Land B..... | 10 |
| Open Lands to the West – Proposed Conservation Easement ..... | 10 |
| Limits of Disturbance and tree protection.....                | 11 |
| Defensible Space Planning.....                                | 11 |

## WHY DID SAVATREE PERFORM THE FOREST ASSESSMENT?

You are seeking to develop approximately 17 acres known as Huntsman Estates. This development is inclusive of 17 lots (1 – 11, 13 – 15, common parcel, additional land A, and additional land B). Park City Planning Department is requesting a Vegetation Analysis. This report includes

- A property overview.
- Tree species description and commentary.
- Forest health discussion.
- Limits of disturbance and tree retention best management practices.
- Fire mitigation considerations and best management practices.

## EXECUTIVE SUMMARY

Mostly, the forest is made of a mixed age coniferous forest comprised of white fir and blue spruce. These are climax<sup>1</sup> tree species. The deciduous (leafy) trees include gambel oak and aspen. Oak may perform both as a pioneer<sup>2</sup> and succession<sup>3</sup> species while aspen are exclusively pioneers. Much of the south facing slopes in Lots 2 and 3 are comprised of oak. In the other lots oak exists, however competes with fir. Intentional landscaping includes spruce and aspen plantings in the common areas, roadways and the motor port. The planted spruce are mostly in good condition. In open growing conditions the fir trees are in fair to good condition. There does appear to be an insect infestation on the fir especially in Lot 7. In dense forested areas, there is fir decline and mortality due to forest density and weaker trees being outcompeted. The aspen trees, being a pioneer species, are declining in favor of oak and the mixed conifer forest as succession continues.

Overall, the forest is healthy but could benefit from some additional management in the form of thinning and dead tree removal along the periphery. There is some species diversity which is beneficial. There are many different size and age classes ranging from saplings to mature trees which should be encouraged.

---

<sup>1</sup> Ecologically the final tree species in a succession. Climax species will remain until the forest is disturbed or reset.

<sup>2</sup> Species first to colonize the bar soil. These trees are fast growing and relatively short lived yielding to successional plant life.

<sup>3</sup> Plant life that pioneers in the landscape, but may be replaced by other species.

As lots are being developed, limits of disturbance (LOD) will be defined and there will be an interest in preserving existing trees. Protected areas will need to be established in order to preserve ground area around existing trees to maintain roots.

Fire mitigation strategies will include providing clear areas around the structures, removing lower tree branches, limiting the number of trees in groups, and thinning adjacent forested land.

## HOW DID SAVATREE CONDUCT THE FOREST ASSESSMENT?

Documents provided and reviewed:

Planning Commission Staff Report February 12, 2020. Project PL-19-04374

Numerous documents prepared by Alliance Engineering including:

- Surveys.
- Slope map.
- Aerial imagery with parcel overlays.
- Vicinity map.
- Photographs.
- Trails map.

The site reconnaissance was conducted on March 23, 2020. Rory Murphy escorted me to the Huntsman estate and provided an overview. Mr. Murphy left and I proceeded to collect data. I began with proposed Lot 1 working in a clockwise fashion. This survey includes Lot 1 – 11, 13 – 15, Additional Land A & B, and Common Area. Survey markers indicated additional land as being Lot 12.

Field data was collected on an iPad tablet using ESRI ArcGIS software. Overlaid onto my map was an ArcGIS layer entitled “Utah Summit County Parcels” onto the data collection map. Data collected is general in nature and I did not collect exact tree sizes or numbers. Data collected includes:

- Lot line survey markers.
- Tree and shrub species.
- Size classes (estimated visually). A few tree heights were measured with a range finder.
- Tree condition – Good, fair, poor, dead.
- Generalized thoughts on the topography and tree density.

I took photographs with a Nikon CoolPix camera.

Wintertime snow covered over 90 percent of the parcels. Weather was sunny with intermittent snow showers.

## PROPERTY OVERVIEW

Walking trails transverse nearly all of the parcels. Improvements include the asphalt surface road as well as irrigation and landscape lighting on at least part of the land.

The forest is primarily populated with white fir (*Abies concolor*) and gambel oak (*Quercus gambelii*). Oak occupies the south facing slopes and is occasionally interspersed with white fir. A remnant stand of aspen (*Populus tremuloides*) exists on the southwest side of Lot 3. A few western serviceberry (*Amelanchier alnifolia*) are on the edge of the gambel oak stands but are not significant. Moving north, white fir dominates with a mixed age cover with pockets of closed canopy forest<sup>4</sup> and open woodlands<sup>5</sup>. In the woodlands, generous white fir sapling reproduction is occurring successfully competing with the gambel oak. Interspersed are a few large Douglas fir (*Pseudotsuga menzeii*).

Blue spruce (*Picea pungens*) are also found however are usually not as plentiful as the fir except where intentionally planted.

Bigtooth maple (*Acer grandidentatum*) and subalpine fir (*Abies lasiocarpa*) would also be expected in this forest, but I did not encounter or make note of these species.

The Huntsman property was developed in and around 1990. Google earth images of the site available on-line from 2002 show small trees growing along Huntsman Road and also in the Common Parcel. Likely these are plantings of blue spruce and aspen planted 25 to 30 years ago.

Due to the snow cover, I did not observe any stumps that would have indicated forest management or clearing for previous planned development.

---

<sup>4</sup> High density forest growth where light barely penetrates the forest floor.

<sup>5</sup> Low density forest growth with available sunlight reaching the forest floor.

## TREE SPECIES AND DESCRIPTION

### Aspen

Aspen is a pioneer tree species colonizing land that has been disturbed. Most common disturbances include mining and fires.

Aspen reproduce and spread almost exclusively through vegetative root sprouting. Very little spread is produced via seed germination. The forested aspen stands are in poor to fair condition with tepid regeneration and copious encroachment by conifer species.

The intentionally planted aspen trees are in fair to good condition.

### Gambel oak

Gambel oak is a common associate in mixed-conifer habitats primarily colonizing southern mesic exposures. Gambel or scrub oak may act as a climax or successional tree species. Oak thickets form and spread via rhizomes and easily regenerate with soil disturbance or fire. In some landscapes, gambel oak may be considered invasive requiring control. Thickets may become as dense as to not allow successional species to populate. Here, this thick density has not occurred likely due to the higher-elevational range. On west facing slopes, the oak woodland transitions to white fir. The oak woodlands are mixed age with stems ranging from 1 to 8 inches in diameter.

Younger stems are quite vigorous and healthy. The older and larger stems exhibit broken branches and stem cankers. Overall, the oaks are in fair condition.

### Blue Spruce

The spruce are both forested (naturally occurring) and intentionally planted co-existing with the white fir. Spruce are characteristically shallow rooted and typically will only thrive on moist soils or where there is supplemental irrigation. Spruce reproduce by seed. Unless in a riparian zone, spruce are a climax species. The spruce here are in fair to good condition.

### White Fir

All the white fir that I encountered appear to be forested. White (concolor) fir is a climax species inhabiting moist or mesic locations in the landscape depending on soil depth and the ability to maintain a deeper rooting system. White fir that have formed groups are in fair to good condition. The exception are those in Lot 7 with dead tops. In dense stands and on steep forested lands, there appears to be moderate mortality of 5 to 10 percent of the population. Left to allow nature taking its course, trees will continue to die and decline as the forest reaches maturity.



## FOREST HEALTH

While it is beyond the scope of this report to discuss the forest cover in each proposed lot, the lots may be broken down into 4 areas as it pertains to forest cover and development. These are

- Lots 1 – 3.
- Lots 4 – 11 including Additional Land A.
- Lots 13 – 15 including Common Area and Additional Land B.
- Open Lands to the West – Proposed Conservation Easement

### Lots 1 – 3

In developing these 3 lots, there appears to be minimal future impact to the coniferous forest. The plans that I have been given to review show the proposed building envelopes towards the front of the lots close to the roadway. The limits of disturbance (LOD) presumably will be away from forested land. Planted spruce in the front of Lots 1 and 3 may be impacted. These trees are approximately 30 feet tall and with trunk diameters of about 12 inches.

Lot 2 has some spruce growing near Royal Street that are in good condition. Lot 2 is primarily a south facing gambel oak woodland with stems ranging from 1 to 6 inches in diameter. This woodland abruptly transitions into a mixed conifer forest primarily comprised of white and sub-alpine fir. This transition occurs with a steep elevation grade with a northwest face. The firs look to be in fair condition with 10 percent mortality at the forest edge.

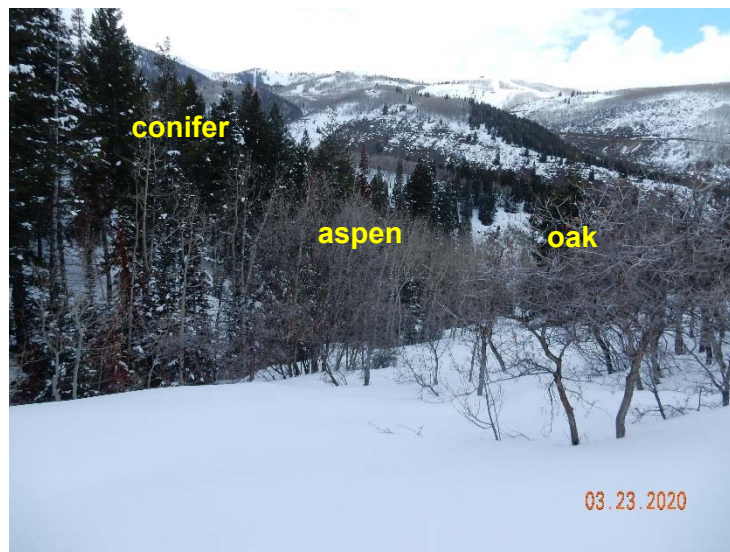
The building envelope for Lot 3 is also primarily in the same gambel oak stand comprising Lot 2. Moving south past the proposed building envelope, the slope transitions to west facing and there is a mixed woodland of aspen, gambel oak and fir. The aspen are in decline as the forest is becoming more mature favoring oak and fir. The southern terminus of this lot also contains the mixed conifer forest.



Photograph 1. Spruce along Huntsman Road in front of Lot 1.



Photograph 2. Typical gambel oak on Lot 2.



Photograph 3. Lot 3 south of building envelope showing tree species transitions from fir to aspen to oak.

## Lots 4 – 11 including Additional Land A

The western side of each of these parcels butts up against or is inclusive of the dense conifer vegetation on the steep west facing slope. Alliance Engineering indicates this grade to be 40 to 100 percent. Tree density on this steep slope is 400 to 800 stems per acre. Tree conditions here are mostly fair, but with mortality due to overcrowding and shading. Western balsam bark beetle (*Dryocoetes confusus*) and likely other borers and beetles are attacking weakened trees.

The more level portions of Lots 4 and 5 are primarily covered by gambel oak in the 1 to 6 inch diameter class. Up by the roadside are a row of planted blue spruce in the 12 inch trunk diameter class. The oak stand is in fair condition while the spruce are generally in good condition.

Beginning with the north side of Lot 5 and moving northward through Lot 11 the forested white fir become more prominent in the landscape.

Lot 6 has approximately 12 large white fir in a grouping. The trunk diameters appear to be in the 12 to 18 inch diameter class. These trees are in good condition.

There appears to be an infestation of fir engraver (*Scolytus ventralis*) in several of the white fir in Lot 7. Dead and dying tree tops are an indication of engraver attack. Typically this occurs on unhealthy trees. There is a grouping of trees with trunk diameters ranging from 12 to 15 inches and another group of trees with larger trunk diameters around 20 inches. Fir saplings are plentiful as well as gambel oak in the 1 to 4 inch stem class. Again, some planted blue spruce lining Huntsman Road.



Photograph 4. Typical gambel oak in Lots 4 and 5.



Photograph 5. Typical spruce along Huntsman Road.





Photograph 6. White fir with tree tops dying out in Lot 7.



Photograph 7. Live and dead fir on the back side (west) of Lot 7.

Lots 8 through 11 are similar. Fir trees in the back of the lot (west) have some decline and mortality. Trees towards the middle and front are in better health. Spruce are primarily along the front. A few large healthy Douglas fir trees are noted. Trunk diameters for the conifers range from 12 to 20 inches with saplings in the open areas. Aspen are found in these lots, but they are not prominent or vigorous.

Additional Land A has been previously developed with a motor port and driveway. Spruce and aspen have been planted. The spruce are in good health, the aspen are cankered and declining.



Photograph 8. Aspen and fir in Lots 7 and 8. Aspen are declining and new sapling firs are populating the site.

### Lots 13 – 15 including Common Area and Additional Land B

There are a few dead conifers in the dense tree stands adjacent to Royal Street. Planted aspen are noted and are in fair to good condition. The white fir and blue spruce are in the middle and front of the lots range from 8 to 20 inches in trunk diameter. Here too, there are some successful saplings regenerating in the open areas successfully competing with oak.

The open area and possible part of Lot 15 have been landscaped. The open Common Area looks like a park setting with groupings of trees around the border with an open center. Aerial images show green grassy areas which may be irrigated.



Photograph 9. Healthy fir trees along Huntsman Road along Lot 13. Aspen along the frontage may have been planted. Behind the large fir is oak with sapling firs populating the land.

### Open Lands to the West – Proposed Conservation Easement

These are my observations from a cursory observation. The land west of the proposed Huntsman Estates is an extension of the mixed conifer forest consisting of spruce and fir. Openings likely include aspen, however these again are being replaced as part of the normal forest species succession. Density here appears to be 400 to 800 stems per acre. As the trees become larger and with age, weaker trees will become suppressed and die as part of the forest aging process.

## LIMITS OF DISTURBANCE AND TREE PROTECTION

At this time, the lot lines are proposed and with identified building envelopes. Home sizes and configurations are yet to be determined.

Healthy trees or groups of trees will need to be identified for preservation. Home configuration and design, sidewalk and driveway placement, and underground utility trenches will need to be determined.

When considering how close the LOD may come to established trees, the Critical Rooting Zone (CRZ) should be established. This is the ground area that contains the roots that are essential for the health and structural stability of the protected tree. Often the CRZ is defined as 1 foot of soil in radius for every inch in trunk diameter. Thus, a tree with a 10-inch trunk diameter will have a corresponding CRZ 10 feet in radius from the tree trunk. This may be adjusted by tree species and size. Certain species are more tolerant of root disturbance / loss and younger trees are more adapt at recovery than an older individuals. The CRZ is often fenced off and no construction activity or soil disturbance is allowed in this area. Adjustments to the CRZ and specific trees or groups of trees may be made on a case by case basis.

## DEFENSIBLE SPACE PLANNING

Here again, much will need to be determined along with home size and design. Tree protection and defensible space planning should be considered at the same time. Defensible space management is often parsed out in 3 zones.

Zone 1 is closest to the home and often extends 15 to 30 feet from the structure. Here most all flammable vegetation is removed. However, it is possible that a tree could be considered part of the structure and integrated into the home design. Of course this is subject to home construction as well as local codes and ordinances governing residential construction. Zone 1 may be extended 5 feet or more on the downhill slope.

Zone 2 is designed to reduce flammable fuels and fire intensity and extends out 100 feet from the structure. Remove weakened, diseased and dead trees. Create canopy distances of 10 feet from each tree. Groupings of 5 trees or less may be retained, but increase the canopy distance between the groups to the next tree to 30 feet. Prune lower tree branches to a height of 10 feet or one-third of the tree canopy – whichever is less. Create a canopy buffer for the driveway.

Zone 3 is the area more than 100 feet from the structure. This could pertain to Lots 2 through 11. Specific recommendations are usually part of a forest management plan. Removal of dead trees would part of the plan and also creating openings in the forest adjacent to fire roads or in the forest interior to promote a mixed age forest.

Sincerely,



Steven D. Geist, SavATree  
Registered Consulting Arborist #340  
Board Certified Master Arborist #0116B





## HUNTSMAN ESTATES



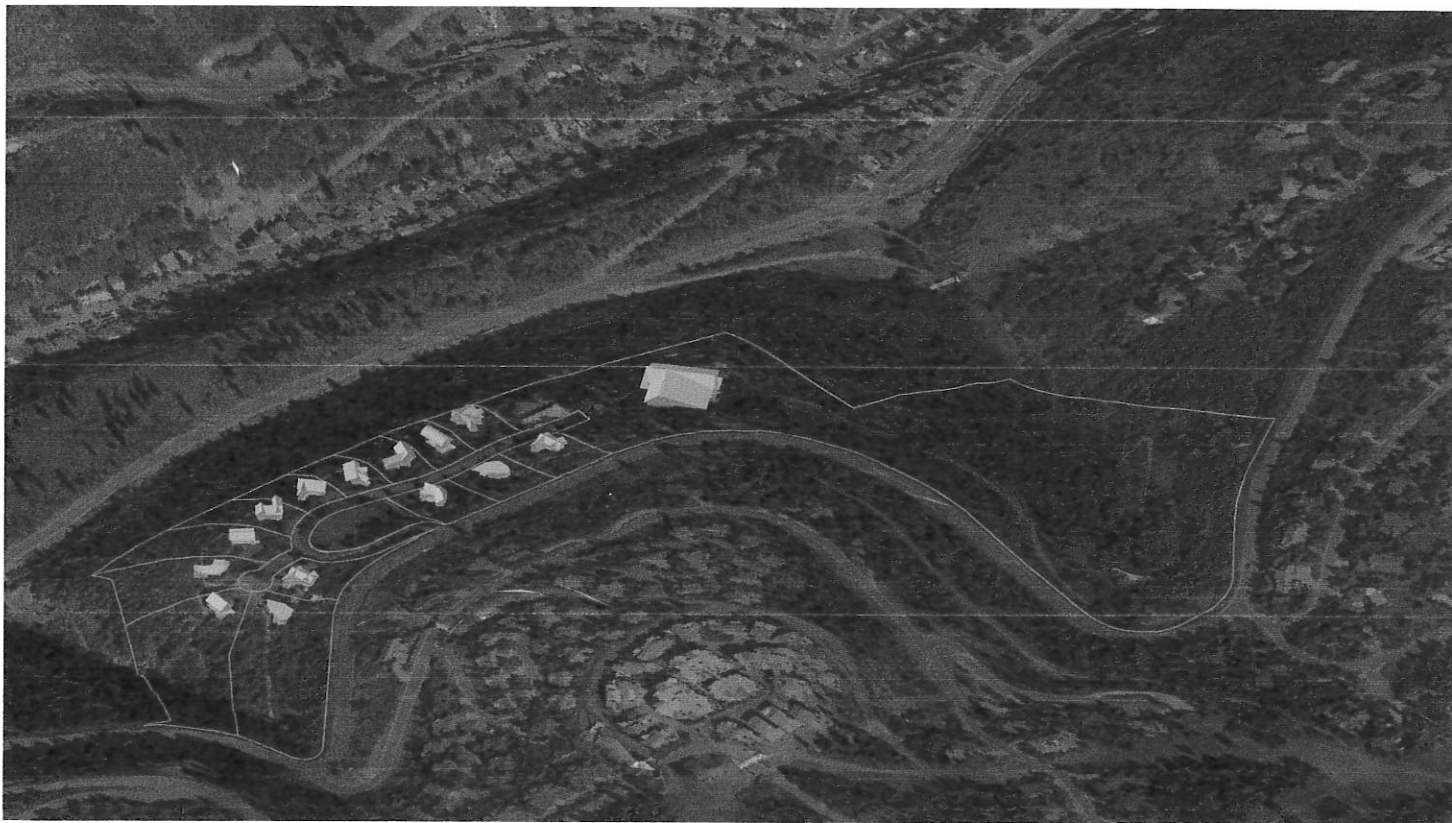
**Alliance**  
**Engineering Inc.**  
(435) 648-9467—PHONE  
(435) 648-9475—FAX  
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS  
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

## HUNTSMAN ESTATES

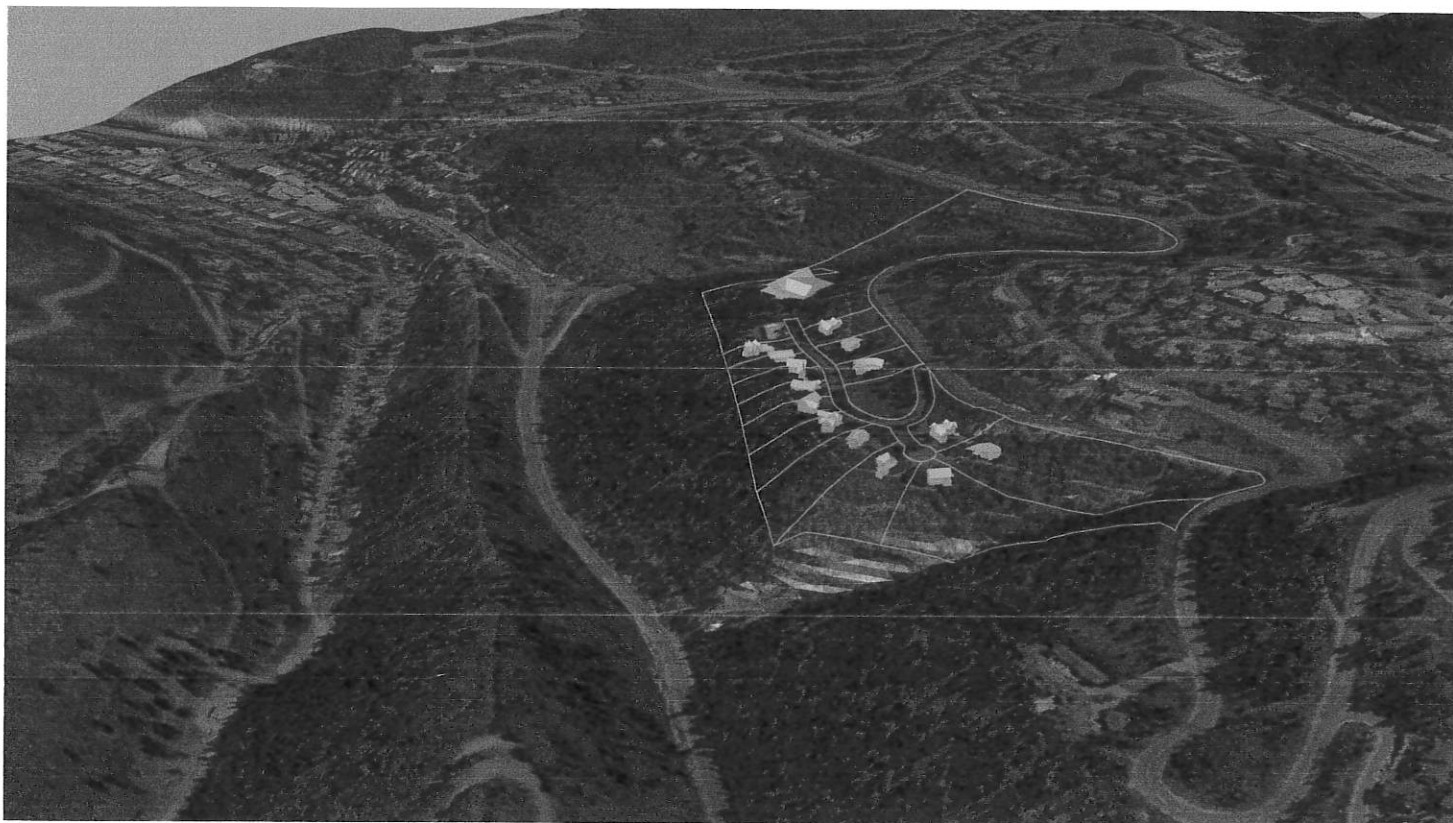


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## HUNTSMAN ESTATES



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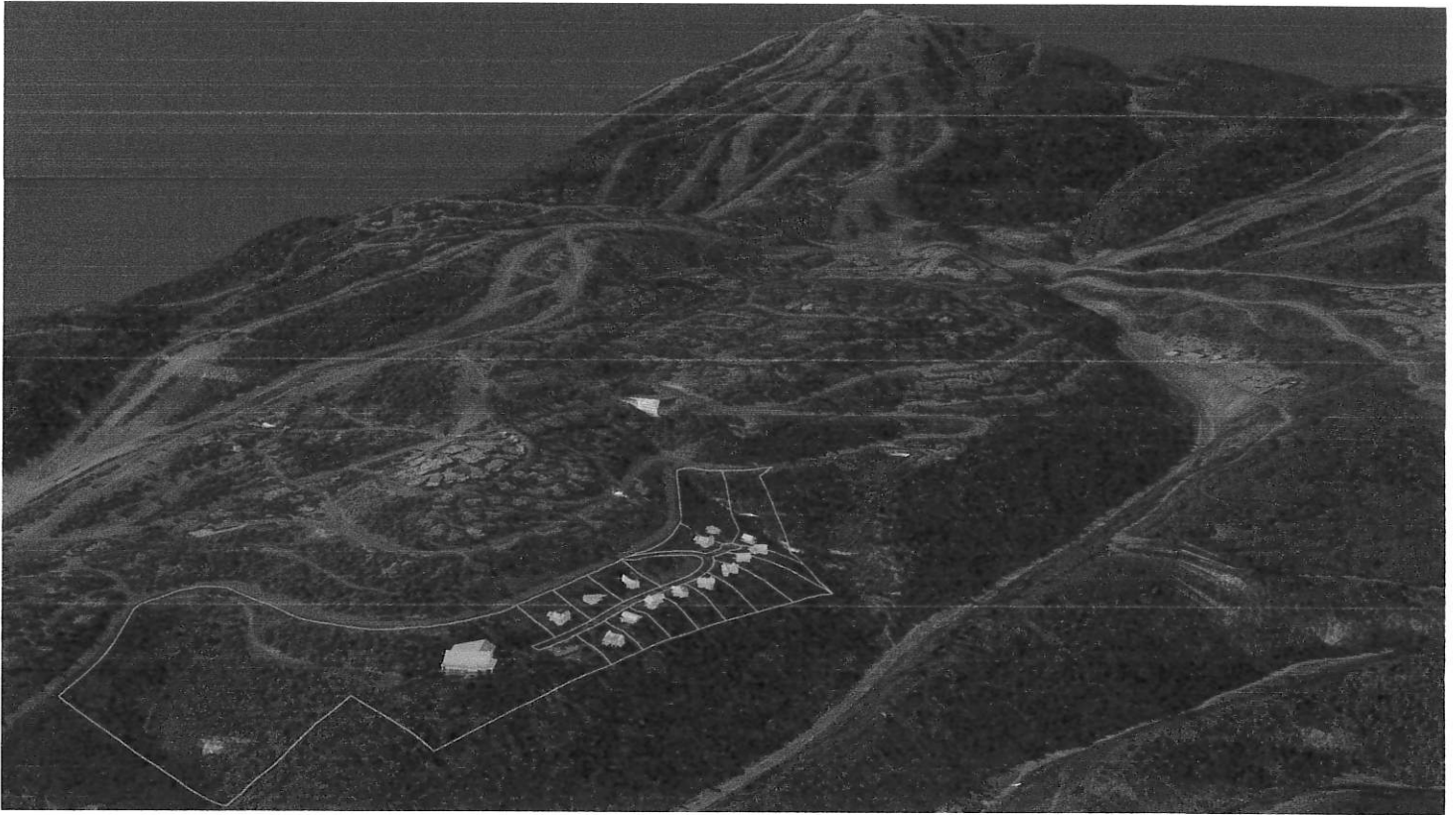
**Alliance Engineering Inc.**  
(435) 649-9467 - PHONE  
(435) 649-9475 - FAX  
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS  
323 Main Street P.O. Box 2654 Park City, Utah 84060-2654

## HUNTSMAN ESTATES





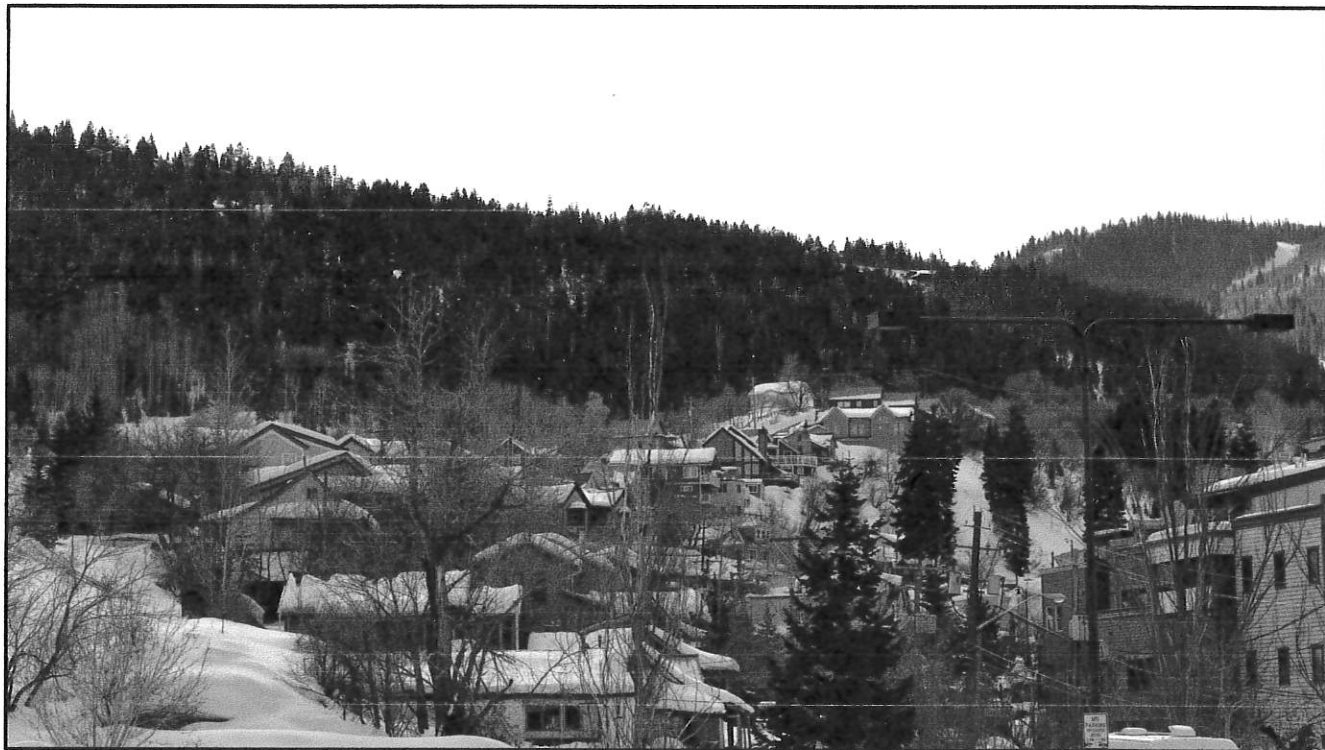
## HUNTSMAN ESTATES



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## HUNTSMAN ESTATES

### Existing Conditions



looking from Marsac Building



FROM MARSAC BUILDING

SUBJECT PROPERTY



key map

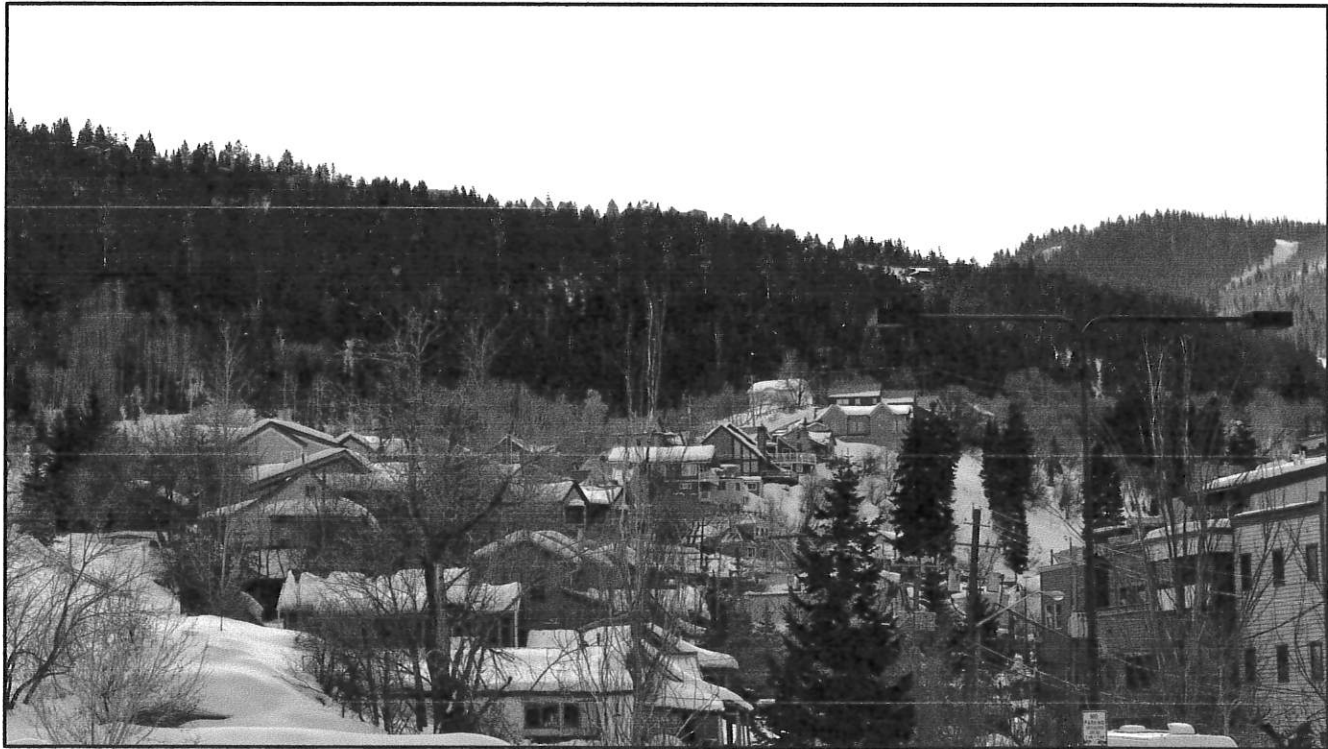
(435) 649-9467-PHONE  
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**Engineering Inc.**

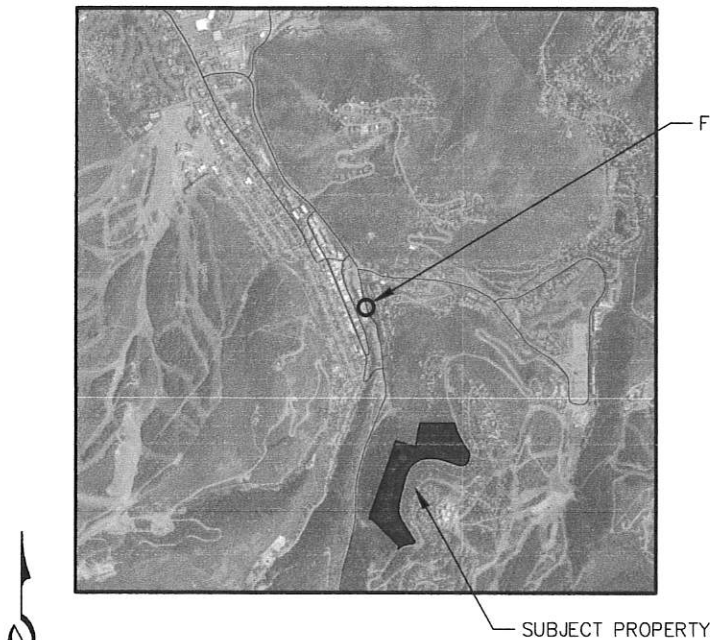
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HUNTSMAN ESTATES  
Proposed Home Sites



looking from Marsac Building



key map

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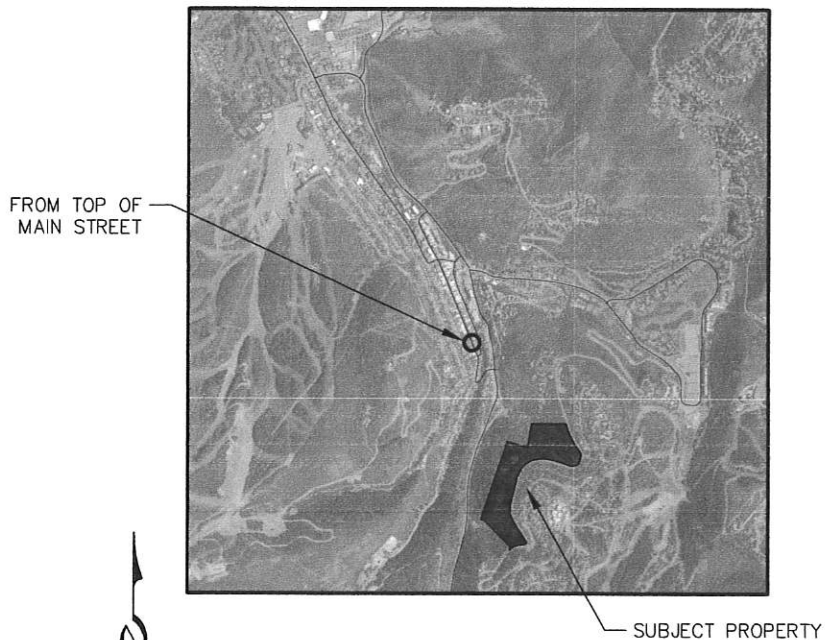


## HUNTSMAN ESTATES

### Existing Conditions



looking from top of Main Street



key map

(435) 649-9467-PHONE  
(435) 649-9475-FAX

**Alliance**  
**Engineering Inc.**

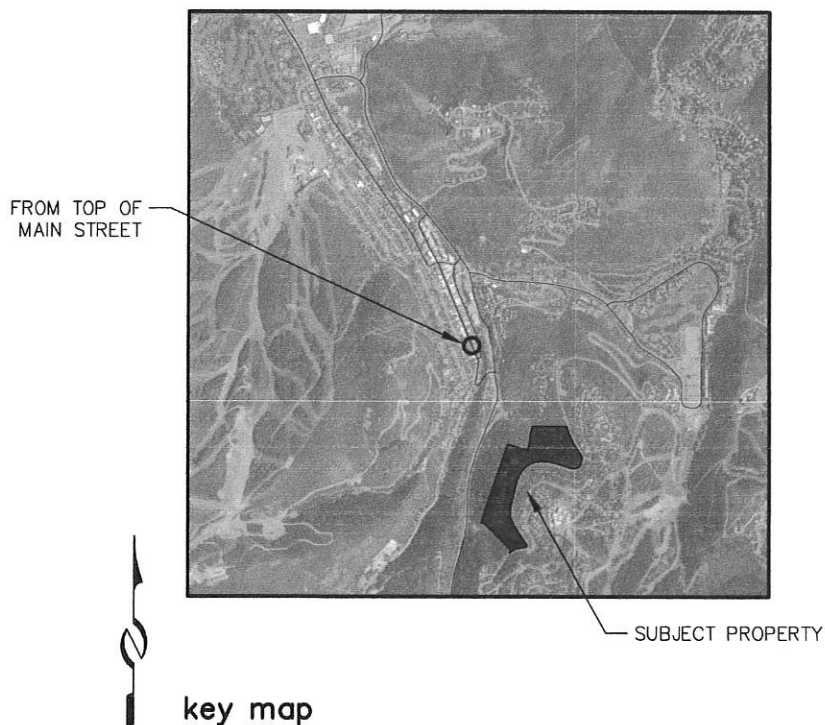
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

HUNTSMAN ESTATES  
Proposed Home Sites



looking from top of Main Street



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(435) 649-9475-FAX

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**Engineering Inc.**

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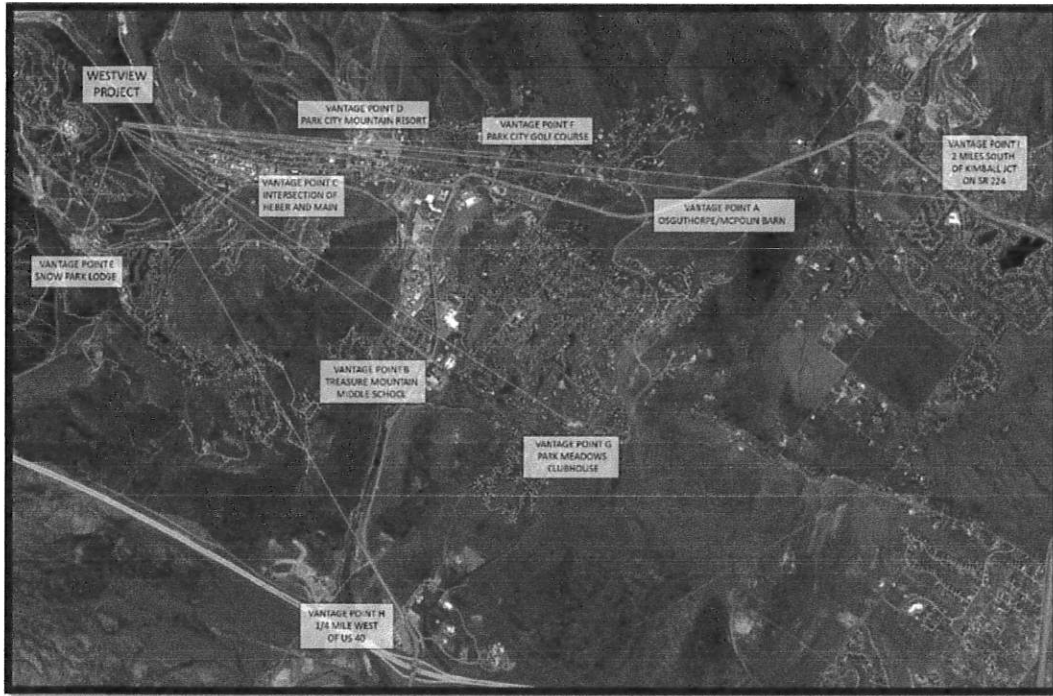
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

HUNTSMAN ESTATES Subdivision  
Park City Land Management Code  
Title 15 – Sensitive Land Overlay Zone

(A) Sensitive Land Analysis

(4) Designated Entry Corridors and Vantage Points

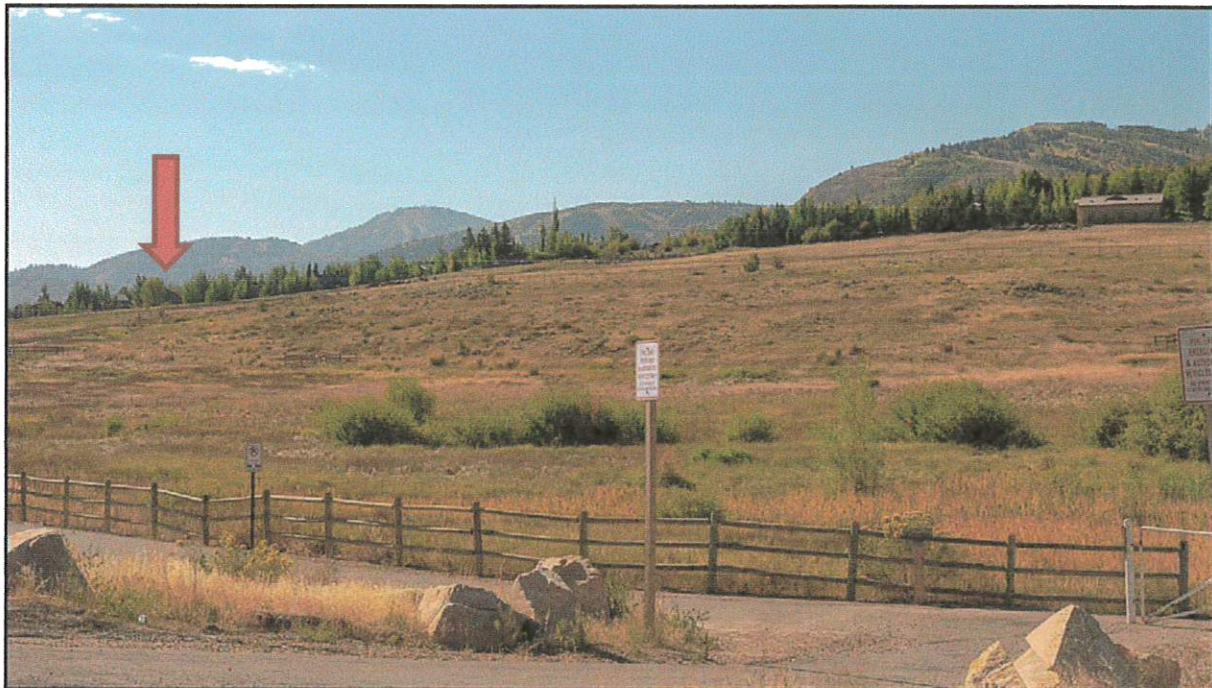
Designated Entry Corridors and Vantage Points (See Attached Exhibit A)



HUNTSMAN ESTATES Project Area – Google Earth Perspective Image



**HUNTSMAN ESTATES Subdivision**  
Park City Land Management Code  
Title 15 – Sensitive Land Overlay Zone



DESIGNATED ENTRY CORRIDOR VANTAGE POINT "A" – Osguthorpe/McPolin Barn

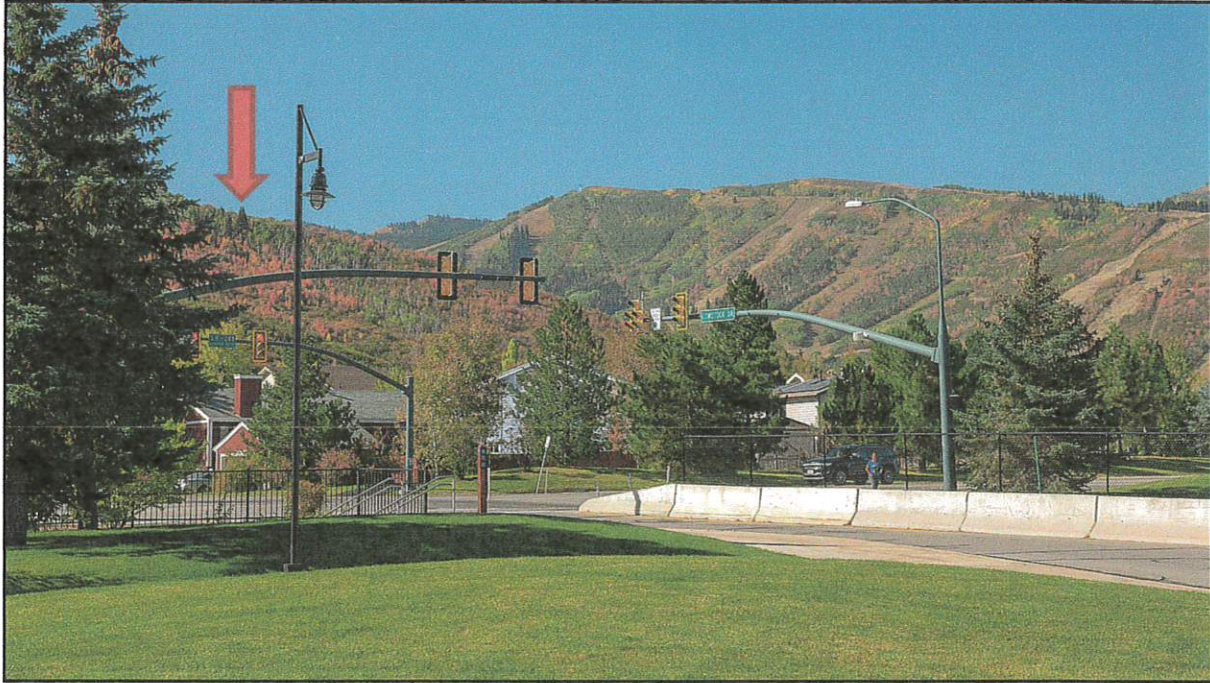
Vantage Point "A" is 3.5 miles from the project. HUNTSMAN ESTATES is not visible from this vantage point.



## HUNTSMAN ESTATES Subdivision

Park City Land Management Code

Title 15 – Sensitive Land Overlay Zone



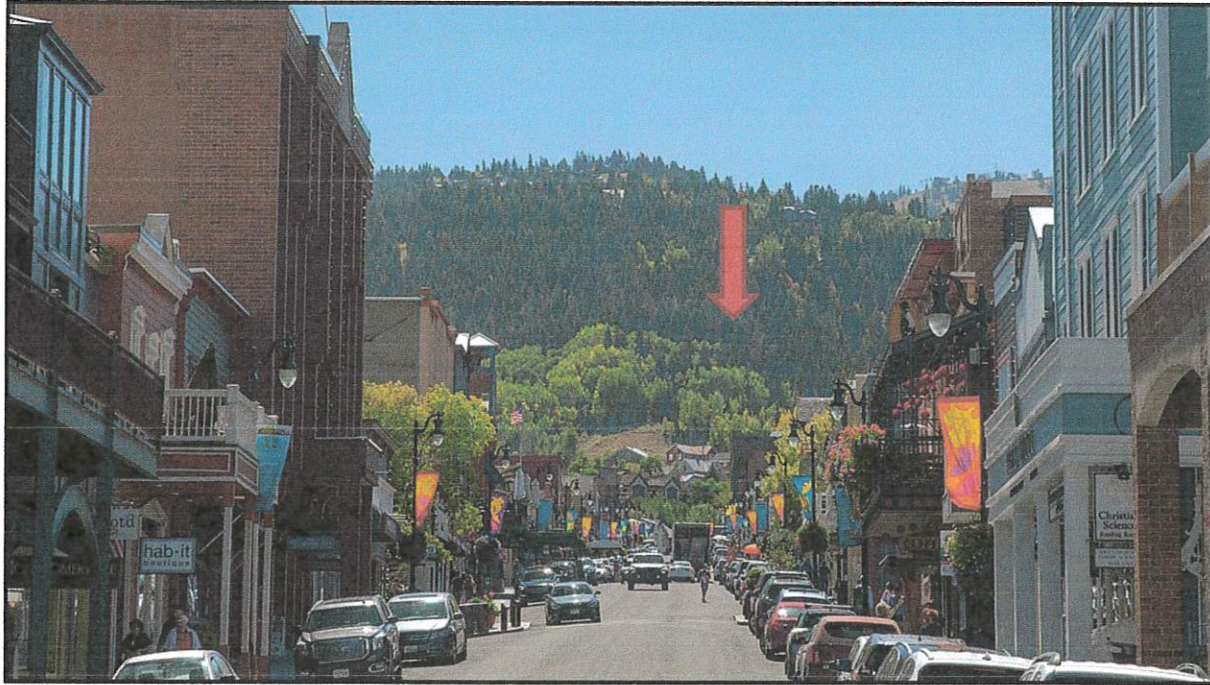
DESIGNATED ENTRY CORRIDOR VANTAGE POINT "B" – Treasure Mountain Middle School

Vantage Point "B" is 2.15 miles from the project. HUNTSMAN ESTATES is not visible from this vantage point.

## HUNTSMAN ESTATES Subdivision

Park City Land Management Code

Title 15 – Sensitive Land Overlay Zone



DESIGNATED ENTRY CORRIDOR VANTAGE POINT "C" – Intersection of Main Street and Heber Avenue.

Vantage Point "C" is .75 miles from the project. HUNTSMAN ESTATES is not visible from this vantage point.

The development of Huntsman Estates is located south of the existing house and garage structure and is not visible from the bottom of Main Street. The existing large evergreen trees north and west of the proposed lots and existing house and garage provide a barrier from being able to see the new houses. The following renderings show the proposed development from Main Street and Marsac Avenue.



## HUNTSMAN ESTATES Subdivision

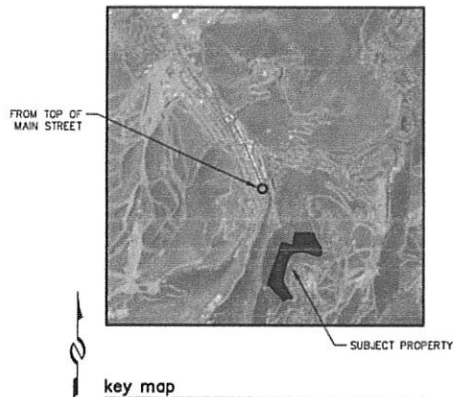
Park City Land Management Code

Title 15 – Sensitive Land Overlay Zone

HUNTSMAN ESTATES  
Proposed Home Sites



looking from top of Main Street



key map

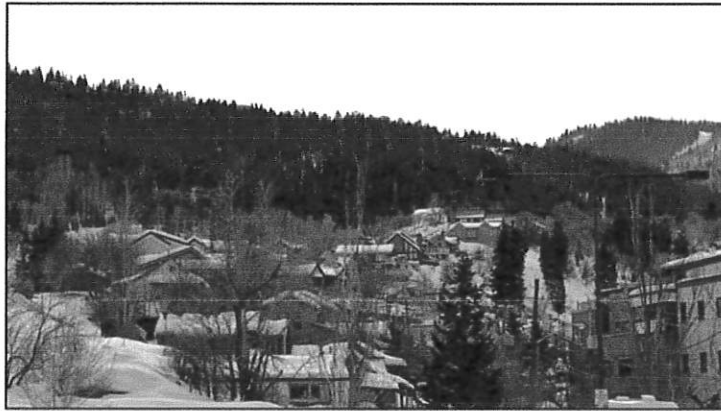


# HUNTSMAN ESTATES Subdivision

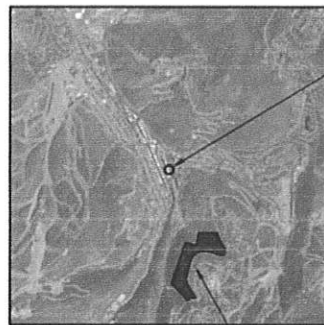
Park City Land Management Code

Title 15 – Sensitive Land Overlay Zone

## HUNTSMAN ESTATES Proposed Home Sites



looking from Marsac Building



key map

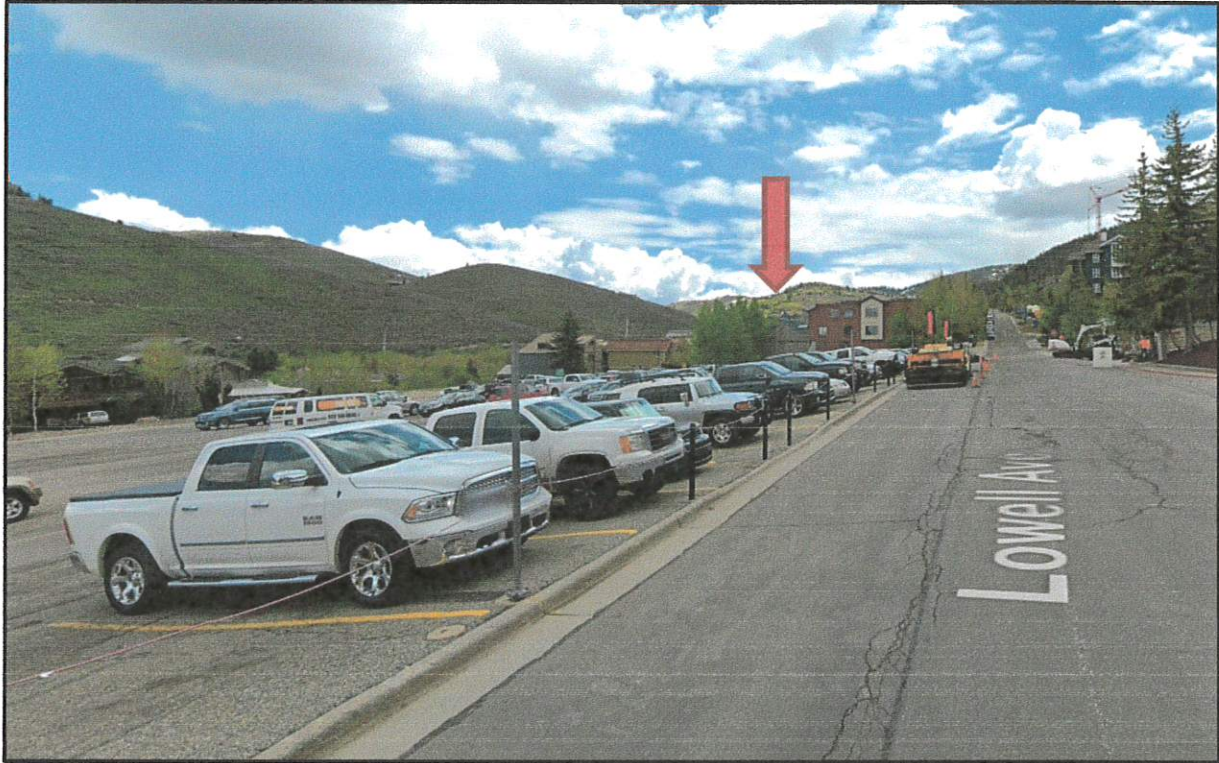




**HUNTSMAN ESTATES Subdivision**

Park City Land Management Code

Title 15 – Sensitive Land Overlay Zone



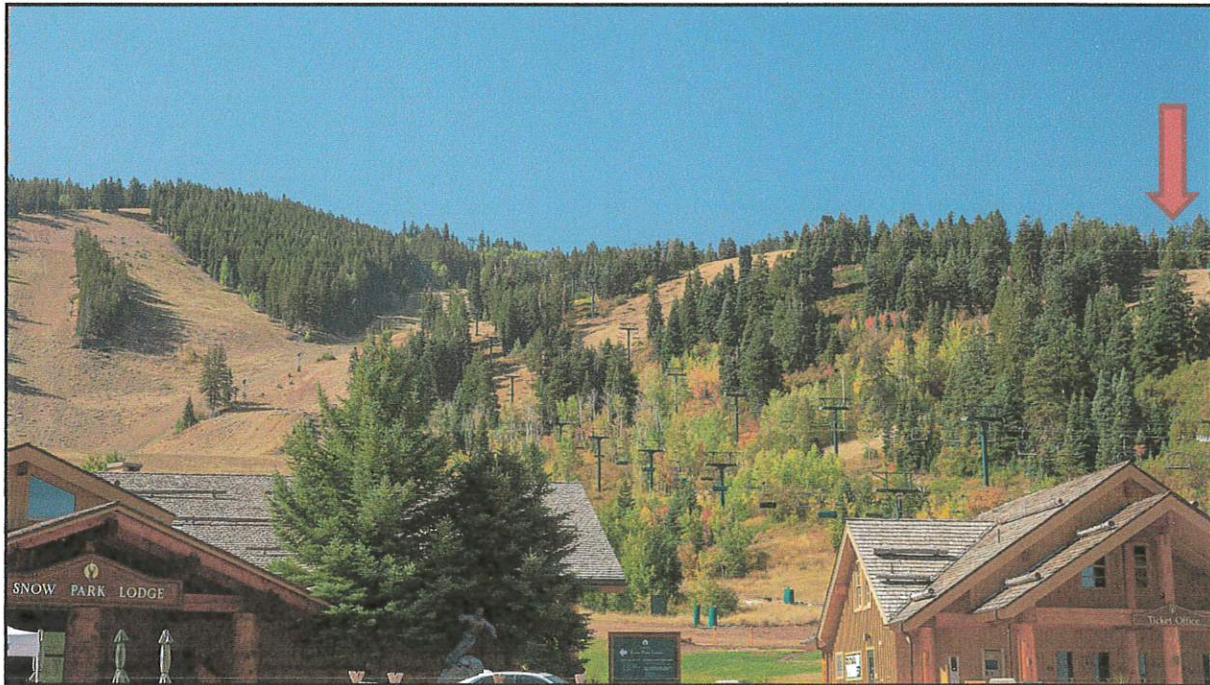
DESIGNATED ENTRY CORRIDOR VANTAGE POINT "D" – Park City Ski Area Base

Vantage Point "D" is 1.45 miles from the project. HUNTSMAN ESTATES is not visible from this vantage point.

HUNTSMAN ESTATES Subdivision

Park City Land Management Code

Title 15 – Sensitive Land Overlay Zone



DESIGNATED ENTRY CORRIDOR VANTAGE POINT "E" – Snow Park Lodge

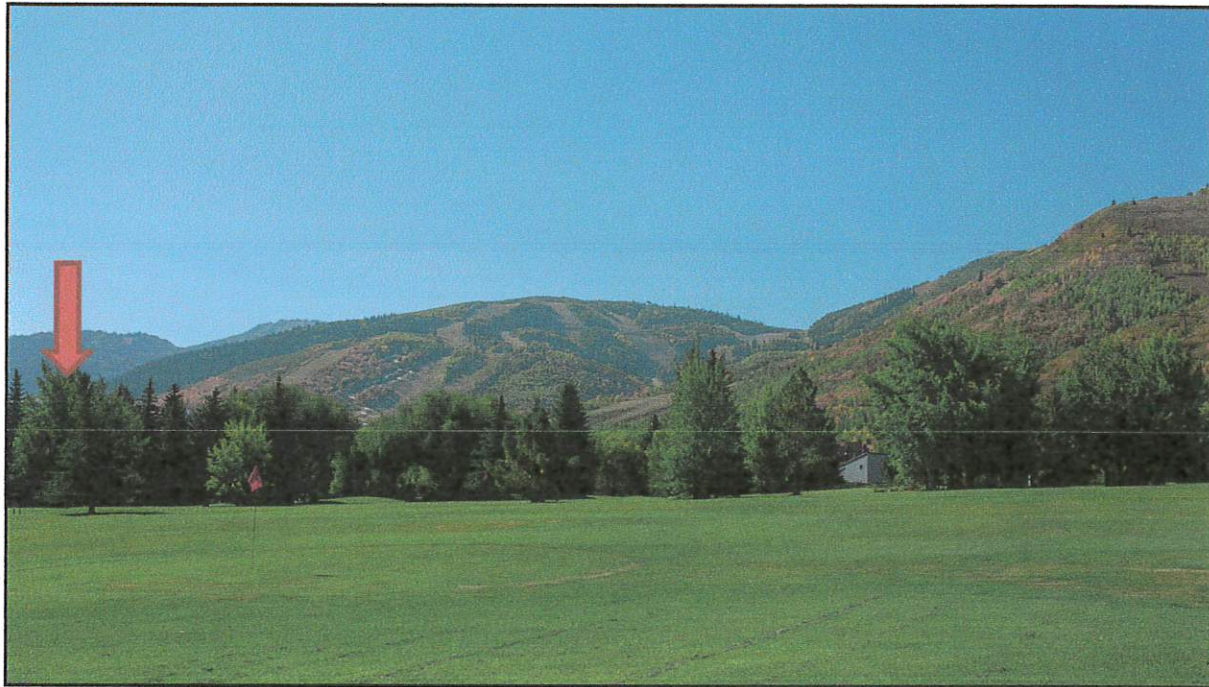
Vantage Point "E" is .75 miles from the project. HUNTSMAN ESTATES is not visible from this vantage point.



**HUNTSMAN ESTATES Subdivision**

Park City Land Management Code

Title 15 – Sensitive Land Overlay Zone



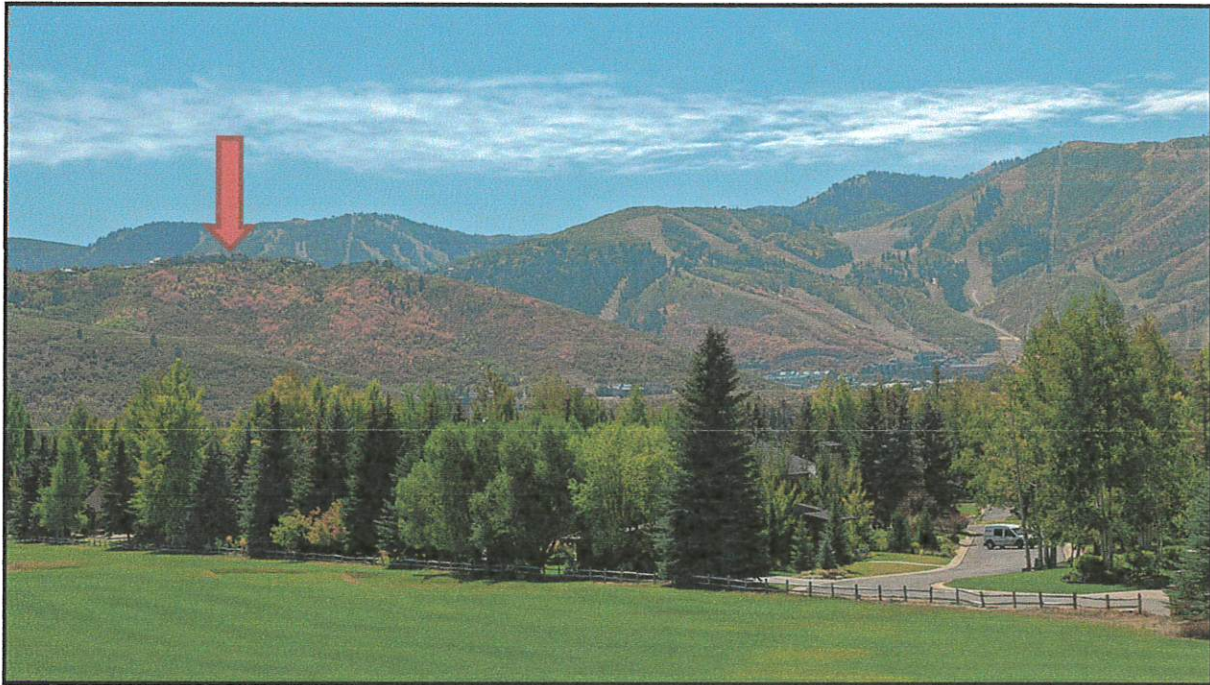
DESIGNATED ENTRY CORRIDOR VANTAGE POINT "F" – Park City Golf Course

Vantage Point "F" is 2.3 miles from the project. HUNTSMAN ESTATES is not visible from this vantage point.

**HUNTSMAN ESTATES Subdivision**

Park City Land Management Code

Title 15 – Sensitive Land Overlay Zone



DESIGNATED ENTRY CORRIDOR VANTAGE POINT "G" – Park Meadows Golf Course Club House

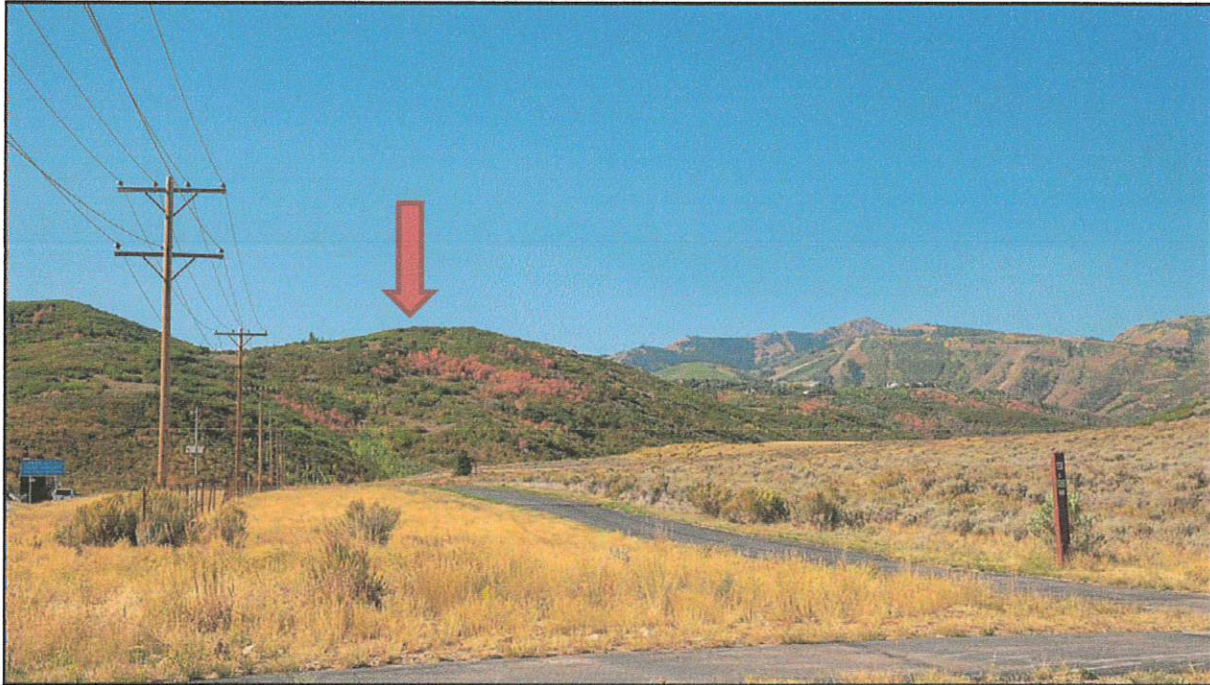
Vantage Point "G" is 3.25 miles from the project. HUNTSMAN ESTATES is not visible from this vantage point.



## HUNTSMAN ESTATES Subdivision

Park City Land Management Code

Title 15 – Sensitive Land Overlay Zone



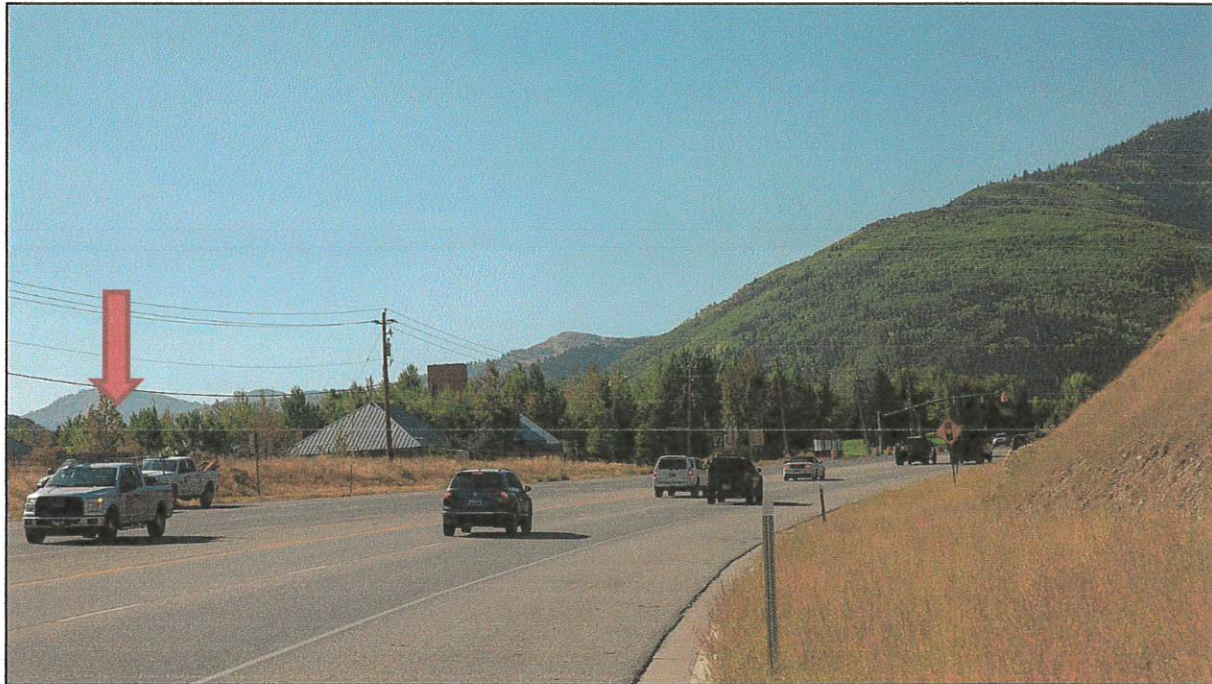
DESIGNATED ENTRY CORRIDOR VANTAGE POINT "H" – Highway 248, ¼ mile from US40

Vantage Point "H" is 3.4 miles from the project. HUNTSMAN ESTATES is not visible from this vantage point.

**HUNTSMAN ESTATES Subdivision**

Park City Land Management Code

Title 15 – Sensitive Land Overlay Zone



DESIGNATED ENTRY CORRIDOR VANTAGE POINT "I" – Highway 224, 2 miles south of Kilby Road

Vantage Point "I" is 5.15 miles from the project. HUNTSMAN ESTATES is not visible from this vantage point.

**Bald Eagle**

| <b>Lot</b>    | <b>Acres</b> | <b>Home SF</b> |
|---------------|--------------|----------------|
| BEC-1         | 0.17         | 12,109         |
| <b>BEC-2</b>  | <b>0.11</b>  | <b>9,457</b>   |
| BEC-3         | 1.48         | 12,500         |
| BEC-4         | 0.47         | 4,099          |
| BEC-5         | 0.61         | 8,177          |
| BEC-6         | 0.88         | 7,741          |
| BEC-7-8       | 1.57         | 14,100         |
| BEC-9         | 0.7          | 11,064         |
| BEC-10        | 0.47         | 5,329          |
| BEC-11        | 0.6          | 9,329          |
| BEC-12        | 0.46         | 6,827          |
| BEC-13        | 0.65         | 9,356          |
| BEC-14        | 0.22         | 10,180         |
| BEC-15        | 0.51         | 5,600          |
| BEC-16        | 0.63         | 8,000          |
| BEC-17        | 0.64         | 9,358          |
| BEC-18        | 0.55         | 8,999          |
| BEC-19        | 0.47         |                |
| BEC-20        | 0.41         | 8,413          |
| BEC-21        | 0.48         |                |
| BEC-22        | 0.72         | 9,389          |
| BEC-23        | 0.75         | 8,584          |
| BEC-24        | 0.78         | 6,883          |
| BEC-25        | 0.92         | 8,457          |
| BEC-26        | 0.72         |                |
| BEC-27        | 0.46         | 7,800          |
| <b>BEC-28</b> | <b>0.05</b>  | <b>13,000</b>  |
| BEC-29        | 0.18         | 3,600          |
| BEC-30        | 0.41         | 11,092         |
| BEC-31        | 0.51         | 9,040          |
| BEC-32        | 0.74         | 7,119          |
| BEC-33        | 0.7          | 12,187         |
| <b>BEC-34</b> | <b>0.1</b>   | <b>8,918</b>   |
| BEC-35        | 0.41         | 6,900          |
| BEC-36        | 0.57         | 14,106         |
| BEC-37        | 0.6          | 9,272          |
| BEC-38        | 0.42         | 8,507          |
| BEC-39        | 0.92         | 8,825          |
| BEC-40        | 0.68         | 8,402          |
| BEC-41        | 0.51         | 10,179         |
| BEC-42        | 0.71         | 9,003          |
| BEC-50-1AM    | 0.12         | 7,036          |
| BEC-51-1AM    | 0.34         | 6,739          |
| BEC-54-2AM    | 1.26         | 11,380         |
| BEC-55-2AM    | 1.11         | 15,708         |
| BEC-56-2AM    | 1.16         | 9,202          |

**Evergreen**

| <b>Lot</b>  | <b>Acres</b> | <b>Home SF</b> |
|-------------|--------------|----------------|
| EVG-1       | 0.39         |                |
| EVG-2       | 0.83         | 8,470          |
| EVG-3       | 1.25         |                |
| EVG-4       | 1.48         | 10,517         |
| EVG-5       | 1.2          |                |
| EVG-6-AM    | 1.21         | 6,614          |
| EVG-8       | 0.38         | 5,659          |
| EVG-9       | 0.4          | 7,054          |
| EVG-10-AM   | 0.56         | 11,056         |
| EVG-11      | 0.54         | 6,046          |
| EVG-12      | 0.42         | 6,322          |
| EVG-13      | 0.31         | 4,500          |
| EVG-14      | 0.24         | 5,052          |
| EVG-15-AM   | 0.29         | 5,520          |
| EVG-16-AM   | 0.59         | 10,230         |
| EVG-18      | 0.52         | 8,730          |
| EVG-19      | 0.62         | 6,997          |
| EVG-20      | 0.39         | 8,100          |
| EVG-21      | 0.75         | 11,983         |
| EVG-22      | 0.93         | 7,035          |
| EVG-23-AM   | 1.1          | 9,140          |
| EVG-24      | 0.23         | 6,587          |
| EVG-25      | 0.29         | 7,068          |
| EVG-26      | 0.44         | 4,570          |
| EVG-27      | 0.53         | 7,100          |
| EVG-28      | 0.4          | 7,000          |
| EVG-29      | 0.4          | 5,656          |
| EVG-30      | 0.38         | 7,872          |
| EVG-31      | 0.4          | 6,042          |
| EVG-32      | 0.53         | 6,543          |
| EVG-33      | 0.41         | 7,348          |
| EVG-34      | 0.3          | 6,061          |
| <b>AVG:</b> | <b>0.58</b>  | <b>7,271</b>   |

**Red Cloud**

| <b>Lot</b> | <b>Acres</b> | <b>Home SF</b> |
|------------|--------------|----------------|
| RCLD-1-AM  | 1.45         |                |
| RCLD-2-AM  | 1.22         |                |
| RCLD-3-AM  | 1.5          |                |
| RCLD-4-AM  | 2.72         |                |
| RCLD-5     | 1.01         | 9,032          |
| RCLD-6     | 1.73         |                |
| RCLD-7     | 1.7          | 8,200          |
| RCLD-8     | 1.46         |                |

**American Flag**

| <b>Lot</b> | <b>Acres</b> | <b>Home SF</b> |
|------------|--------------|----------------|
| AF-1       | 0.68         |                |
| AF-2       | 0.43         | 3,926          |
| AF-3       | 0.43         | 4,868          |
| AF-4       | 0.44         | 6,786          |
| AF-5       | 0.71         | 5,901          |
| AF-6       | 0.56         |                |
| AF-7       | 0.81         | 8,894          |
| AF-8       | 3.8          |                |
| AF-9       | 3.4          | 6,471          |
| AF-10      | 0.37         | 6,019          |
| AF-11      | 0.33         | 4,472          |
| AF-12      | 0.37         | 6,011          |
| AF-13      | 0.36         | 8,031          |
| AF-14      | 0.44         | 6,770          |
| AF-15      | 1.7          | 6,913          |
| AF-16      | 3.6          |                |
| AF-17      | 0.8          | 3,332          |
| AF-18      | 0.68         | 7,282          |
| AF-19      | 0.54         |                |
| AF-20      | 0.53         |                |
| AF-21      | 0.66         | 4,882          |
| AF-22      | 0.41         | 5,888          |
| AF-23      | 0.33         |                |
| AF-24      | 0.44         | 5,625          |
| AF-25      | 0.33         | 5,535          |
| AF-26      | 0.27         | 3,972          |
| AF-27      | 0.34         | 4,074          |
| AF-28      | 1.86         | 8,888          |
| AF-29      | 0.67         |                |
| AF-30      | 0.64         | 4,288          |
| AF-31      | 0.61         | 4,727          |
| AF-32      | 0.59         | 6,521          |
| AF-33      |              |                |
| AF-34      |              |                |
| AF-35      | 2.6          | 7,782          |
| AF-36      | 3.06         | 7,277          |
| AF-37      | 2.08         | 8,500          |
| AF-38      | 1.55         | 5,476          |
| AF-39      | 1.6          | 8,514          |
| AF-40      | 1.5          | 91             |
| AF-41      | 1.8          | 8,097          |
| AF-42      | 1.8          | 8,431          |
| AF-43      | 1.5          | 4,805          |
| AF-44      | 1.8          |                |
| AF-45      | 1.1          | 9,330          |
| AF-46      | 0.83         | 9,400          |



|             |             |              |
|-------------|-------------|--------------|
| BEC-57-2AM  | 0.63        | 9,570        |
| BEC-58-2AM  | 0.64        | 8,863        |
| <b>AVG:</b> | <b>0.61</b> | <b>9,120</b> |

#### BELLETERRE

|        |      |       |
|--------|------|-------|
| BEL-1  | 1.22 | 3,776 |
| BEL-2  | 0.83 | 7,715 |
| BEL-3  | 0.73 | 6,200 |
| BEL-4  | 0.7  | 7,392 |
| BEL-5  | 0.75 |       |
| BEL-6  | 0.76 | 6,198 |
| BEL-7  | 1.16 | 6,355 |
| BEL-8  | 1.2  | 7,000 |
| BEL-9  | 1.57 | 7,266 |
| BEL-10 | 1.9  | 7,093 |

#### Bellemont

|         |      |       |
|---------|------|-------|
| BMDV-1  | 0.13 | 4,518 |
| BMDV-2  | 0.15 | 4,518 |
| BMDV-3  | 0.15 | 4,518 |
| BMDV-4  | 0.14 | 4,518 |
| BMDV-5  | 0.14 | 4,518 |
| BMDV-6  | 0.14 | 4,518 |
| BMDV-7  | 0.14 | 5,239 |
| BMDV-8  | 0.14 | 5,239 |
| BMDV-9  | 0.13 | 5,294 |
| BMDV-10 | 0.12 | 5,239 |
| BMDV-11 | 0.14 | 5,239 |
| BMDV-12 | 0.15 | 6,093 |

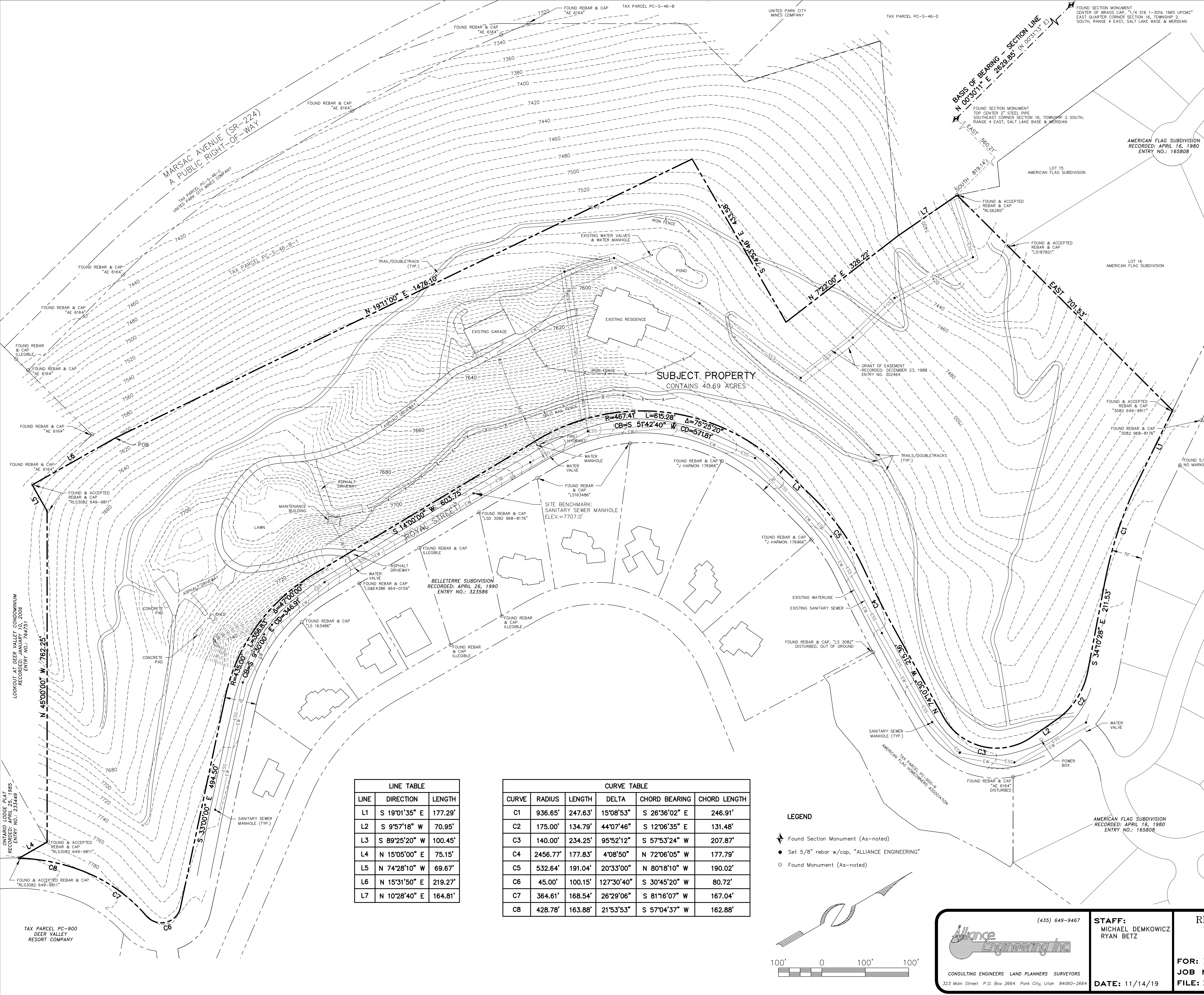
|         |      |        |
|---------|------|--------|
| RCLD-9  | 1.22 | 8,126  |
| RCLD-10 | 1    |        |
| RCLD-11 | 1.01 | 8,146  |
| RCLD-12 | 1.1  | 12,021 |
| RCLD-13 | 1.82 |        |
| RCLD-14 | 2.01 | 31,225 |
| RCLD-15 | 1.08 | 9,693  |
| RCLD-16 | 1.01 | 8,103  |
| RCLD-17 | 1.95 |        |
| RCLD-18 | 1.13 |        |
| RCLD-19 | 1.08 |        |
| RCLD-20 | 2.02 |        |
| RCLD-21 | 2.08 | 11,360 |
| RCLD-22 | 1.32 | 11,649 |
| RCLD-23 | 1.49 |        |
| RCLD-24 | 1.83 | 11,883 |
| RCLD-25 | 1.03 | 8,438  |
| RCLD-26 | 1.1  |        |
| RCLD-27 | 1.08 |        |
| RCLD-28 | 1.02 |        |
| RCLD-29 | 1.21 |        |
| RCLD-30 | 1.44 |        |

|             |             |               |
|-------------|-------------|---------------|
| <b>AVG:</b> | <b>1.43</b> | <b>11,490</b> |
|-------------|-------------|---------------|

|       |      |        |
|-------|------|--------|
| AF-47 | 0.67 | 5,082  |
| AF-48 | 0.59 |        |
| AF-49 | 0.59 | 4,960  |
| AF-50 | 0.5  | 7,397  |
| AF-51 | 0.56 | 5,769  |
| AF-52 | 0.37 |        |
| AF-53 | 0.52 | 6,448  |
| AF-54 | 0.52 | 10,047 |
| AF-55 | 0.39 | 4,269  |
| AF-56 | 0.45 | 7,473  |
| AF-57 | 0.66 | 7,140  |
| AF-58 | 0.86 | 10,400 |
| AF-59 | 0.5  | 7,172  |
| AF-60 | 0.52 | 6,536  |
| AF-61 | 0.48 | 6,066  |
| AF-62 | 0.53 | 5,579  |
| AF-63 | 0.54 | 8,663  |
| AF-64 | 0.67 |        |
| AF-65 | 0.74 | 5,600  |
| AF-66 | 0.79 | 5,556  |
| AF-67 | 0.97 | 7,916  |
| AF-68 | 1.02 | 6,726  |

|             |             |              |
|-------------|-------------|--------------|
| AF-69       |             |              |
| AF-70       |             |              |
| AF-71       | 0.41        |              |
| AF-72       | 0.45        |              |
| AF-73       | 0.31        |              |
| AF-74       | 0.32        | 6,100        |
| AF-75       | 0.45        | 5,300        |
| AF-76       | 0.67        | 6,000        |
| AF-77       | 0.44        | 9,021        |
| AF-78       | 0.41        | 5,746        |
| AF-79       | 0.56        | 7,239        |
| AF-80       | 0.46        |              |
| AF-81       | 0.52        | 5,574        |
| AF-82       | 0.58        | 6,586        |
| AF-83       | 0.65        | 7,744        |
| AF-84       | 0.56        | 5,740        |
| AF-85       | 0.37        |              |
| AF-86       | 0.37        | 4,863        |
| AF-87       | 0.39        | 2,670        |
| AF-88-2AM   | 0.69        | 6,893        |
| AF-90       | 0.56        | 6,341        |
| AF-91       | 0.43        | 6,000        |
| AF-92       | 0.41        | 3,854        |
| AF-93       | 0.34        | 7,173        |
| <b>AVG:</b> | <b>0.83</b> | <b>6,330</b> |





**SURVEYOR'S CERTIFICATE**

I, Michael Demkowicz, certify that I am a Professional Land Surveyor and that I hold License No. 4857264, as prescribed by the laws of the State of Utah. I further certify that under my direct supervision a survey has been performed on the hereon described property and that to the best of my knowledge this plot is a correct representation of said survey.

**LEGAL DESCRIPTION**

BEGINNING AT A POINT WHICH IS NORTH 2664.15 FEET AND WEST 350.68 FEET FROM THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, AND NORTH 8°04'14" WEST 383.10 FEET FROM THE EAST QUARTER CORNER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE PORT ARTHUR MINING CLAIM NO. 5762; AND RUNNING THENCE NORTH 19°11'00" EAST ALONG THE EAST LINE OF SAID MINING CLAIM 1476.10 FEET TO THE NORTHEAST CORNER THEREOF, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF THE SINGER MINING CLAIM NO. 5763; THENCE SOUTH 74°53'46" EAST ALONG THE SOUTHERLY LINE OF SAID CLAIM 433.58 FEET TO A POINT OF INTERSECTION WITH A LINE EXTENDED FROM THE NORTHEASTERLY CORNER OF THE TRUMP MINING CLAIM NO. 265 AND THE SOUTHWEST CORNER OF THE FRACTION MINING CLAIM NO. 5763; THENCE NORTH 7°22'00" EAST 326.22 FEET TO THE SAID SOUTHWEST CORNER OF THE FRACTION MINING CLAIM NO. 5763; THENCE NORTH 10°28'40" EAST ALONG THE WESTERLY LINE OF SAID FRACTION MINING CLAIM 164.81 FEET TO THE SOUTHEASTERLY CORNER OF THE SWITZERLAND MINING CLAIM LOT NO. 52; SAID POINT ALSO BEING THE MOST SOUTHWESTERLY CORNER OF LOT NO. 15 OF THE RECORDED AMERICAN FLAG SUBDIVISION; THENCE EAST ALONG THE SOUTHERLY LINE OF THE AMERICAN FLAG SUBDIVISION 701.53 FEET TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF THE RECORDED LAKE FLAT C ROAD, AND FOLLOWING SAID RIGHT-OF-WAY LINE THE NEXT FIVE COURSES:

1) SOUTH 19°01'35" EAST 177.29 FEET TO A POINT ON A 936.65 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 70°58'25" EAST 936.65 FEET OF WHICH THE CENTRAL ANGLE IS 15°08'53") THENCE 2) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 247.64 FEET TO A POINT OF TANGENCY; THENCE 3) SOUTH 54°10'28" EAST 211.53 FEET TO A POINT ON A 175.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 55°49'52" WEST 175.00 FEET OF WHICH THE CENTRAL ANGLE IS 44°07'46"); THENCE 4) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 134.79 FEET TO A POINT OF TANGENCY; THENCE 5) SOUTH 9°57'18" WEST 70.95 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE RECORDED LAKE FLAT D ROAD, SAID POINT ALSO BEING ON A 140.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 80°02'42" WEST 140.00 FEET OF WHICH THE CENTRAL ANGLE IS 95°52'12"); AND FOLLOWING THE SAID LAKE FLAT D ROAD THE NEXT 12 COURSES: 1) SOUTHERLY ALONG THE ARC OF SAID CURVE 234.25 FEET TO A POINT OF TANGENCY; THENCE 2) NORTH 74°10'30" WEST 215.36 FEET TO A POINT ON A 2456.77 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 15°49'30" EAST 2456.77 FEET OF WHICH THE CENTRAL ANGLE IS 4°08'50") ; THENCE 3) NORTHWESTERLY ALONG THE ARC OF SAID CURVE 177.83 FEET TO A POINT ON A 532.64 FOOT RADIUS REVERSE CURVE TO THE LEFT (CENTER BEARS SOUTH 19°58'20" WEST 532.64 FEET OF WHICH THE CENTRAL ANGLE IS 20°33'00"); THENCE 4) WESTERLY ALONG THE ARC OF SAID CURVE 191.04 FEET TO A POINT OF TANGENCY; THENCE 5) SOUTH 89°25'20" WEST 100.45 FEET TO A POINT ON A 467.41 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 0°34'40" EAST 467.41 FEET OF WHICH THE CENTRAL ANGLE IS 75°25'20"); THENCE 6) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 615.28 FEET TO A POINT OF TANGENCY; THENCE 7) SOUTH 14°00'00" WEST 603.75 FEET TO A POINT ON A 435.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 76°00'00" EAST 435.00 FEET OF WHICH THE CENTRAL ANGLE IS 47°00'00"); THENCE 8) SOUTHERLY ALONG THE ARC OF SAID CURVE 356.83 FEET TO A POINT OF TANGENCY; THENCE 9) SOUTH 33°00'00" EAST 494.50 FEET TO A POINT ON A 45.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 37°00'00" WEST 45.00 FEET OF WHICH THE CENTRAL ANGLE IS 127°30'40"); THENCE 10) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 100.15 FEET TO A POINT ON A 364.61 FOOT RADIUS REVERSE CURVE TO THE LEFT (CENTER BEARS SOUTH 4°30'40" WEST 364.61 FEET OF WHICH THE CENTRAL ANGLE IS 26°29'06"); THENCE 11) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 168.54 FEET TO A POINT ON A 428.78 FOOT RADIUS COMPOUND CURVE TO THE LEFT (CENTER BEARS SOUTH 21°53'53" THENCE 12) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 163.88 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY LINE OF THE MATTHEW LOT 364 MINING CLAIM; THENCE NORTH 15°05'00" EAST ALONG THE EASTERLY LINE OF SAID MATTHEW MINING CLAIM 75.15 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 45°00'00" WEST 762.25 FEET TO A POINT ON THE EASTERLY LINE OF THE YALUP LOT 264 MINING CLAIM; THENCE NORTH 74°28'10" WEST 69.67 FEET, THENCE NORTH 15°31'50" EAST 219.26 FEET TO THE POINT OF BEGINNING.

- NOTES**
1. Basis of Bearing for this survey is between the found section monuments as shown on this plot.
  2. Field work for this survey was completed November 28, 2018, and is in compliance with generally accepted industry standards for accuracy.
  3. A Title Report was not provided to the surveyor and no easements were located as part of this survey. This owner of the property should be aware of any items affecting the property that may appear in a title insurance report. The surveyor found no obvious evidence of easements, encroachments or encumbrances on the property surveyed except as shown hereon.
  4. County tax maps, recorded deeds, American Flag Subdivision Plat (Entry #165808), Belle Harbor At Deer Valley Plat (Entry #577229), Belleterre Subdivision Plat (Entry #323586), Evergreen Subdivision Plat (Entry #290308), Lookout At Deer Valley Condominium Plat (Entry #764751), North Silver Lake Subdivision Plat (Entry #374325), Ontario Lodge Plat (Entry #233449), Dedication Plat of Westview (Retired, Entry #192634), Records of Survey S-0428, S-1098, S-1244, S-1735 and S-2472 (all aforementioned documents on file and of record in the Summit County Recorder's Office), and physical evidence found in the field were used to determine the boundary as shown on this plot.
  5. The architect is responsible for verifying building setbacks, zoning requirements and building heights.
  6. The purpose of this survey was to perform an Existing Conditions and Topography survey for the possibility of future improvements to the property, and subdivision platting.
  7. Site Benchmark: Sanitary Sewer Manhole, Elevation=7707.0' as shown.
  8. Aerial imagery was utilized in mapping some of the trails/doubletracks shown hereon.

| LINE TABLE |               |         |
|------------|---------------|---------|
| LINE       | DIRECTION     | LENGTH  |
| L1         | S 19°01'35" E | 177.29' |
| L2         | S 9°57'18" W  | 70.95'  |
| L3         | S 89°25'20" W | 100.45' |
| L4         | N 15°05'00" E | 75.15'  |
| L5         | N 74°28'10" W | 69.67'  |
| L6         | N 15°31'50" E | 219.27' |
| L7         | N 10°28'40" E | 164.81' |

| CURVE TABLE |          |         |            |               |              |
|-------------|----------|---------|------------|---------------|--------------|
| CURVE       | RADIUS   | LENGTH  | DELTA      | CHORD BEARING | CHORD LENGTH |
| C1          | 936.65'  | 247.63' | 15°08'53"  | S 26°36'02" E | 246.91'      |
| C2          | 175.00'  | 134.79' | 44°07'46"  | S 12°06'35" E | 131.48'      |
| C3          | 140.00'  | 234.25' | 95°52'12"  | S 57°53'24" W | 207.87'      |
| C4          | 2456.77' | 177.83' | 4°08'50"   | N 72°06'05" W | 177.79'      |
| C5          | 532.64'  | 191.04' | 20°33'00"  | N 80°18'10" W | 190.02'      |
| C6          | 45.00'   | 100.15' | 127°30'40" | S 30°45'20" W | 80.72'       |
| C7          | 364.61'  | 168.54' | 26°29'06"  | S 81°16'07" W | 167.04'      |
| C8          | 428.78'  | 163.88' | 21°53'53"  | S 57°04'37" W | 162.88'      |

**LEGEND**

- Found Section Monument (As-noted)
- Set 5/8" rebar w/cap, "ALLIANCE ENGINEERING"
- Found Monument (As-noted)

(435) 649-9467

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

**STAFF:**

MICHAEL DEMKOWICZ  
RYAN BETZ

**DATE:** 11/14/19

**RECORD OF SURVEY & EXISTING CONDITIONS**

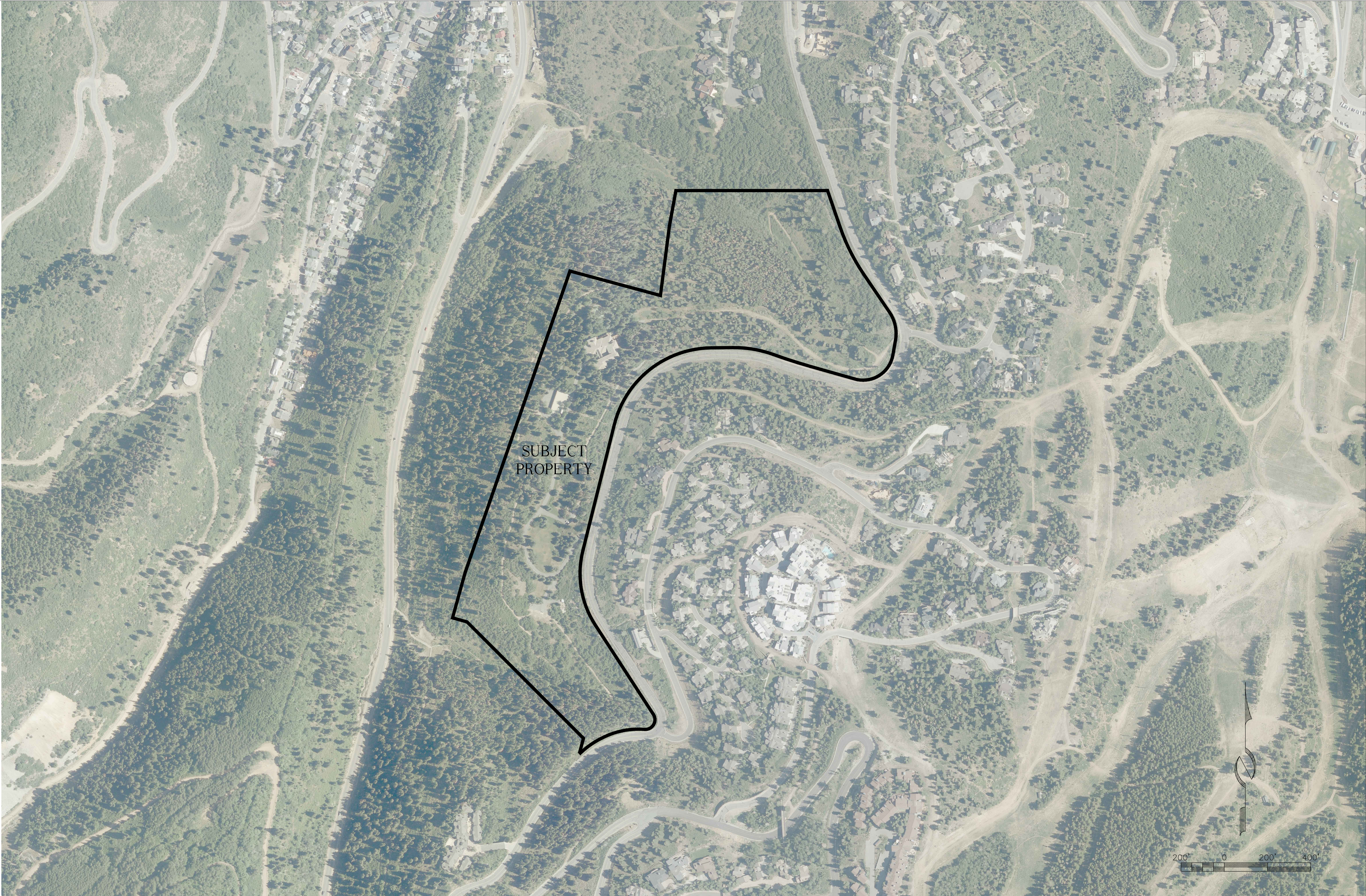
5000 ROYAL STREET, PARK CITY  
TAX PARCEL PC-900-1

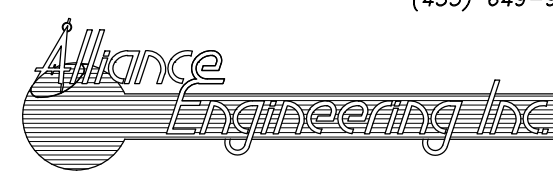
**FOR:** DV LODGE LLC  
**JOB NO.:** 3-10-19  
**FILE:** X:\Deer Valley\dwg\sr\svy2019\031019-5000 Royal\031019.dwg

**SHEET**

1  
OF  
1





|                                                                                                                                                                                                                   |                               |                                                 |                                                                                          |                                                                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|-------------------------------------------------|------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| <br><small>CONSULTING ENGINEERS LAND PLANNERS SURVEYORS<br/>323 Main Street P.O. Box 2664 Park City, Utah 84060-2664</small> | <small>(435) 649-9467</small> | <b>STAFF:</b><br>MICHAEL DEMKOWICZ<br>RYAN BETZ | <b>AERIAL PHOTOGRAPH</b><br><b>PROPOSED HUNTSMAN ESTATES</b><br><b>5000 ROYAL STREET</b> | <b>SHEET</b><br><b>1</b><br><b>OF</b><br><b>1</b>                        |
|                                                                                                                                                                                                                   |                               |                                                 | <b>FOR:</b> DV LODGE LLC                                                                 |                                                                          |
|                                                                                                                                                                                                                   |                               |                                                 | <b>JOB NO.:</b> 3-10-19                                                                  | <b>FILE:</b> X:\Deer Valley\dwg\PlatExhibits\5000 Royal Street-ortho.dwg |
|                                                                                                                                                                                                                   |                               | <b>DATE:</b> 11/14/19                           |                                                                                          |                                                                          |











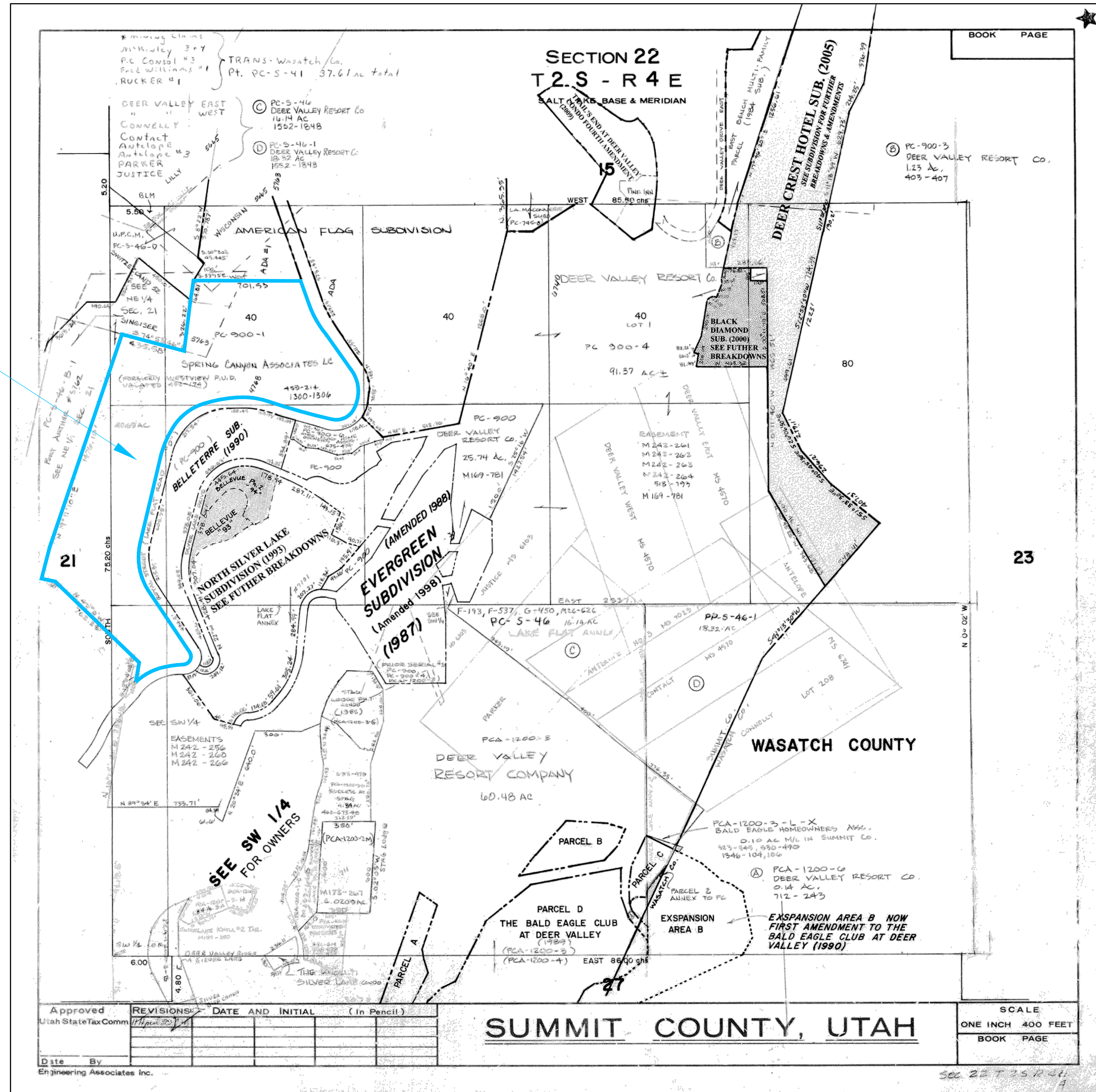








SUBJECT  
PROPERTY





**From:** [User](#)  
**To:** [Alexandra Ananth](#)  
**Cc:** [Teri Boone](#); [Debra Kasirer](#); [Lynda Shay](#); [Bob Dillon](#); [Richard Thompson](#)  
**Subject:** Huntsman application  
**Date:** Monday, June 22, 2020 11:12:05 AM

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Dear Ms. Ananth,

Yesterday an email was sent to you from Bob Dillon, who is a member of the American Flag board and a recently retired land use attorney. Please submit his email along with mine to the City council prior to its meeting on June 25 when the Huntsman application will be heard. As you are aware I am the president of the American Flag board.

Our subdivision is located directly across and over the Huntsman property. Many of our homes on the west side of Centennial, Royal Street Court, Golden Eagle Dr. and Golden Eagle Court face directly opposite the application site. It is imperative that any outdoor lighting on the project should be shielded from the view of our home owners. After the Stein Erickson Residences were constructed, there was a real problem with the brightness of the outdoor lighting disturbing the privacy of many of our American Flag neighbors. The Residences sit directly above us. We are concerned about having the same problem reoccur with the Huntsman project.

Wildfires are a real threat to our subdivision. The Huntsman property is dominated by both vibrant and dead trees. Many of the trees have fallen to the ground and can become an incendiary fuel. The arborist plan needs to include requiring the clean up of dead trees on the ground.

Please promptly forward our emails to Council. Thank you for your attention to this matter.

Rick Barros, 234 Golden Eagle Dr.



**From:** [Robert Dillon](#)  
**To:** [Alexandra Ananth](#)  
**Cc:** "User"  
**Subject:** RE: Huntsman Staff Report  
**Date:** Sunday, June 21, 2020 1:05:26 PM

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Alexandra,

The American Flag HOA has the following requested changes:

Expand the lighting restriction in Condition of Approval #8 from just the prohibition on exterior lighting for the amenities to require all outdoor lighting on buildings, streets and landscape areas to be properly shrouded to provide no adverse impact on surrounding neighborhoods in accordance with best practices under "dark sky" ordinances.

Expand Condition of Approval #9 to include a requirement that the subdivision HOA be required to submit an Arborists Assessment for tree maintenance and removal for areas included in Zone 3, and that the HOA be required to comply with such plan in the future.

Please let me know if you have questions.

Regards,

Bob Dillon

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**From:** User  
**Sent:** Tuesday, June 02, 2020 3:28 PM  
**To:** Bob Dillon <rdillon6565@gmail.com>  
**Subject:** Fwd: Huntsman Staff Report

Bob— Attached is an email from Senior Planner Alex Ananth. She supports strong language to require that the applicant's wildfire plan include requiring that the ground area must also be cleaned up in addition to the dead standing trees. Also, she suggests that the language about outdoor lighting may need to be tighter to protect American Flag. Please take a look at the language presented in the various reports and let me know what you think. Thanks.  
Rick

Begin forwarded message:

**From:** Alexandra Ananth <[alexandra.ananth@parkcity.org](mailto:alexandra.ananth@parkcity.org)>  
**Subject:** Huntsman Staff Report  
**Date:** June 1, 2020 at 4:21:23 PM MDT  
**To:** "[Rickb959@aol.com](mailto:Rickb959@aol.com)" <[Rickb959@aol.com](mailto:Rickb959@aol.com)>

Attached is the Staff Report from last week's meeting. Condition #8 notes that the amenities shall not have exterior lighting meant to allow for night time use.

Condition #9 deals with trees.

I'm happy to consider beefing up these condition prior to the June 25 meeting. My Staff Report for that meeting goes out on June 22 so I will be finalizing it the week prior, ideally by the 15<sup>th</sup>.

Here is the link to the last PC Agenda which has links to all the Exhibits in case you wanted to look at any of those.

[https://granicus\\_production\\_attachments.s3.amazonaws.com/parkcity/91fddc0d6be32f7241dfb4d494c15c3a0.pdf](https://granicus_production_attachments.s3.amazonaws.com/parkcity/91fddc0d6be32f7241dfb4d494c15c3a0.pdf)

Best,  
Alexandra

## Alexandra Ananth

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**From:** User <rickb959@aol.com>  
**Sent:** Monday, May 25, 2020 11:19 PM  
**To:** Alexandra Ananth  
**Cc:** Teri Boone; Debra Kasirer; Lynda Shay; Bob Dillon; Richard Thompson  
**Subject:** Application of DVLodge, LLC at 5000 Royal Street [Huntsman]

Dear Ms. Ananth [Sr. Planner],

We recently spoke by telephone about the above referred application before the Park City Planning Commission scheduled for May 27. I am the president of the American Flag HOA subdivision located along and on both sides of Royal Street next to the applicant's property. Our concerns include the wildfire hazard which exists on the land, the potential for night time lighting, the number of building lots requested, and the size of the homes to be built.

American Flag was provided with the names of wildfire experts by the City Fire Marshall to help us with our HOA wildfire assessment plan, and we selected Mike Quinones of Wildwood Wildfire Risk Consultants. He was asked to take a look at the Huntsman application site, which he did along with taking some photos on May 20, 2020, and they are attached. He explains that the City has adopted the Wildland- Urban Interface code by ordinance. The Huntsman property has a tremendous fuel load of dead trees, standing and on the ground. A forest management plan is needed for a development of this size. The plan must include not only what trees are to be removed from the many home sites, but what is left on the ground after the excavation. If a wildfire occurs on the property, it will rapidly climb upwards on the mountain propelled by the usual north westerly breeze. The flying embers will most likely contact the wooded areas in American Flag around Golden Eagle, Centennial and Royal Street. Will such an inclusive management plan be required of the applicant by the Planning Commission?

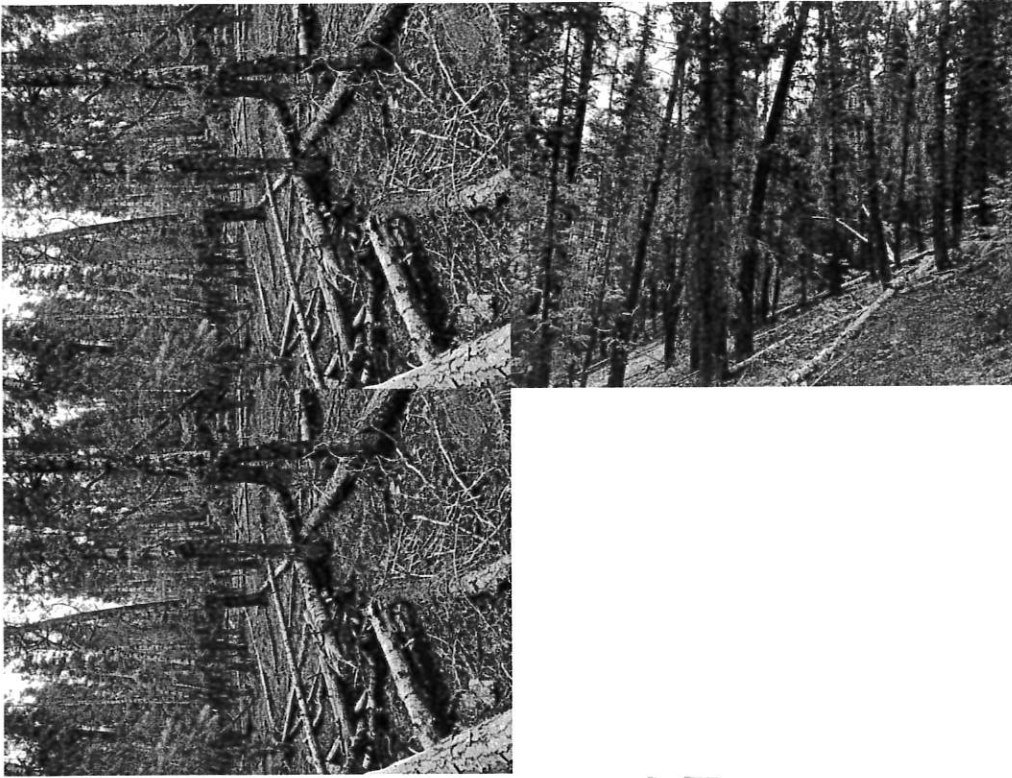
American Flag lies right under the Stein Ericksen Residences area. After that project was built our HOA was enveloped in piercing, bright, night time lighting. We requested light reduction from the development and there was compliance. The result is a more darker environment even though many of our neighbors are still bothered by the amount of light emitted. The Huntsman applicant has indicated it may install night time lighting for recreational purposes, which would shine directly onto American Flag homes. What will the City require that will insure there will be no recreational outdoor night time lighting?

The City regulations would permit 14 home sites on the land mass. But the applicant desires 2 more in a density exchange. The land being offered to the City in the exchange for the most part is not buildable. The building project should be compatible with the surrounding subdivisions, which have more substantial lot sizes. Will the City consider comparable lots sizes when it decides how many lots to approve?

There is already one huge home on the applicant's property. American Flag is opposed to any more motel size structures being built in its vicinity. To be compatible with surrounding neighborhoods, a limit of 6,500 square feet of home size should be permitted. Will the City limit the size of the homes to be built to 6,500 square feet?

Please present this email to the Planning Commission at the May 27 meeting. Thank you for your aid in this matter.

Rick Barros, president of American Flag HOA, 435-649-3011



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