



PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
April 15, 2021

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regular City Council meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah 84060 for the purposes and at the times as described below on Thursday, April 15, 2021.

NOTICE OF ELECTRONIC MEETING & HOW TO COMMENT VIRTUALLY:

On April 8, 2021, the Mayor issued a written determination that because of the public health emergency, conducting a meeting with an anchor location presents a substantial risk to the health and safety of those who may attend in person. For these reasons, this meeting will be an electronic meeting without an anchor location.

Council members will connect electronically. Public comments will be accepted virtually. To comment virtually, use eComment or raise your hand on Zoom. Written comments submitted before or during the meeting will be entered into the public record, but will not be read aloud. For more information on participating virtually and to listen live, please go to www.parkcity.org.

CLOSED SESSION - 4:00 p.m.

To Discuss Property, Personnel, and Litigation

WORK SESSION

5:15 p.m. - Summer Special Events Update

[Special Event Update](#)

[Exhibit A: Tentative Special Event Calendar 2021](#)

5:45 p.m. - Discuss Potential Interlocal Agreement between Utah State Parks and Park City Municipal for Rail Trail Maintenance and Improvements

[Rail Trail ILA Staff Report](#)

[Exhibit A: Draft Union Pacific Historic Rail Trail Interlocal Agreement](#)

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. RAP Tax Grant Allocation and Award
[RAP Tax Staff Report](#)
2. Active Transportation Initiatives - 2021
[Active Transportation Update Staff Report](#)
3. Main Street Merchant Post Office Box Fees
[Main Street Merchant Post Office Box Fees Staff Report](#)

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

IV. CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from March 31 and April 1, 2021

[March 31, 2021 Minutes](#)

[April 1, 2021 Minutes](#)

V. CONSENT AGENDA

1. Request to Authorize the City Manager to Execute Addenda to Two Contracts for Excavation and Water System Repair Services, in Forms Approved by the City Attorney, with Daley Excavators LLC for an Additional \$1,000,000 Not to Exceed a Total Amount of \$2,000,000; and with JWW Excavating Inc. for an Additional \$200,000 Not to Exceed a Total Amount of \$400,000
[Excavator Change Order Staff Report](#)
[Exhibit A: Expenditures Chart](#)
[Exhibit B: Daley Excavators Addendum 1](#)
[Exhibit C: JWW Excavators Addendum 1](#)
2. Request to Authorize the City Manager to Execute a Construction Agreement in a Form Approved by the City Attorney's Office with Texas Environmental Plastics, LTD, for the Park City Soils Management Facility - Cell 1 Liner Installation Project, in an Amount Not to Exceed \$308,990.70
[Soils Management Facility Cell 1 Liner Award Staff Report](#)
[Exhibit A: Liner Bids](#)
[Exhibit B: Letter from Texas Environmental Plastics](#)
3. Request to Authorize the City Manager to Execute a Professional Services Agreement, in a Form Approved by the City Attorney, with Horrocks Engineers, Inc., to Provide a Project Management and Grant Support between 2021-2024 for Park City Municipal Corporation, in an Amount Not to Exceed \$145,000
[Project Management Staff Report](#)
[Exhibit A: Scope of Work](#)
4. Request to Authorize the City Manager to Execute a Professional Services Agreement, in a Form Approved by the City Attorney, with Fehr & Peers, to Provide Project Management

for Park City Municipal Corporation's Short Range Transit Plan in an Amount Not to Exceed \$162,000

[Short Range Transit Plan Staff Report](#)

[Exhibit A: Scope of Work](#)

VI. NEW BUSINESS

1. Consideration to Approve Ordinance 2021-15, an Ordinance Approving the Little Belle Condominiums 7th Amended (Amending Unit #2), Located at 7195 Little Belle Court, Park City, Utah
(A) Public Hearing (B) Action
[Little Belle Court, Unit 2, Plat Amendment Staff Report](#)
[Exhibit A: Draft Ordinance](#)
[Exhibit B: Aerial Photographs](#)
[Exhibit C: Little Belle Second Amended Plat](#)
[Exhibit D: Little Belle Plat Original](#)
[Exhibit E: Pictures](#)
[Exhibit F: Intent and HOA Approval](#)
2. Consideration to Approve Ordinance 2021-16, an Ordinance Amending the Land Management Code Section 15-2.13-2 to Prohibit Nightly Rentals in the Fairway Meadows Subdivision
(A) Public Hearing (B) Action
[Fairway Meadows Subdivision LMC Amendment Staff Report](#)
[Exhibit A: Draft Ordinance](#)
[Exhibit B: Applicant Submittal](#)
3. 2021 EPMOA Empire/Flagstaff Historic Preservation Work Plan - Authorization of Advanced Withholding of Transfer Fee Disbursement from 2020 Revenues for FY 2021, 2022 and 2023 in a Total Amount of \$120,000 to Implement Daly West Restoration Project
(A) Public Input (B) Action
[Flagstaff EPMOA Historic Preservation Plan Staff Report](#)
[Exhibit A: Historical Preservation MOA](#)
[Exhibit B: EPMOA 2021 Historical Preservation Plan](#)
4. Consideration to Approve Ordinance 2021-17, an Ordinance Amending the Municipal Code of Park City, Utah, Chapter 13 Water and Stormwater Code by Adding Section 13-5 Regulation and Enforcement of Stormwater Discharges Associated with Post Construction Activities
(A) Public Hearing (B) Action
[Storm Water Management Staff Report](#)
[Exhibit A: Long Term Storm Water Management Ordinance](#)

VII. ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least

24 hours prior to the meeting. 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

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

Council Agenda Item Report

Meeting Date: April 15, 2021

Submitted by: Jenny Diersen

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

5:15 p.m. - Summer Special Events Update

Suggested Action:

Attachments:

[Special Event Update](#)

[Exhibit A: Tentative Special Event Calendar 2021](#)



City Council Staff Report

Subject: Special Event Update
Author: Jenny Diersen
Department: Special Events & Economic Development
Date: April 15, 2021
Type of Item: Work Session

Recommendation

Consider an update from staff on the summer special events including overall administrative approach and specific tools to reduce capacity and scale of events.

Executive Summary

Staff continues to process Special Event Applications per [Utah State COVID-19 protocols regarding public gatherings](#) and [PCMC's Special Event Code](#). The Tentative Special Events Calendar (Exhibit A) outlines the anticipated schedule of events in 2021. Council reviewed this calendar on March 11, 2020 and asked staff to further explore ways to reduce the impacts and scale of events.

- Staff are actively applying several tools to reduce the overall scope and scale of events in 2021. While some of the tool's result from pandemic restrictions, both applicants and staff recognize the community's desire to reduce the size and impacts from events will continue after the pandemic.
- Staff are cautious about making dramatic adjustments as we head into economic recovery – the cultural, community and economic effects of the pandemic are not yet known. Staff continue to receive inquiries about new events on a weekly basis and will continue to uphold Council's standing policy on events in the coming months.
- We will return later in fall to debrief in our effectiveness in summer 2021 and to discuss event policy moving forward in 2022.

Background

Over the last 30-40 years, our community has been supportive of events which represent our community and culture and diversify our economy, supporting a year-round community. In 2018, based on balancing feedback from many public meetings and stakeholders including the Special Events Advisory Committee, event applicants, the business community, and residents, City Council provided direction and [implemented policy changes](#) to better manage events, making them more predictable and reducing impacts. [We have been successfully implementing these changes.](#)

Most recently, our efforts have been acutely focused on a balanced approach to the

stabilization and recovery of the community, our culture and economy with the impacts of the pandemic.

On [December 10, 2020](#), Council proactively reviewed and acknowledged the 2021 Special Events Calendar to help staff and event organizers prepare for life-after/life-during COVID-19 and consider anticipated date conflicts ([ten-year calendar](#)). Council also expressed a desire to hold a future discussion about the importance of special events remaining a high priority economic focus. At the time, Council noted the high visitation during the summer and fall of 2020 as a potential new norm, however, this may have been due to local/regional travel and reduced competition with other areas. At the same time, Council acknowledged the importance of special events to local non-profits.

On [March 11, 2021](#), Council received an update on events and gatherings from the Summit County Health Department (SCHD), and requested a deep dive on the financial structure of events. Further, Council generally supported events that were scaled and reduced attendance but wanted to understand what tools would be used to do so.

Analysis

Staff is coordinated with the SCHD and the Chamber regarding special events and gathering in 2021. Vaccine implementation has been very successful in recent months, there cautious optimism regarding the pandemic.

According to [4A-2-3\(H\)](#) and [4A-2-3\(I\)](#) of the municipal code regarding City Council and staff administrative review of applications, staff has determined that COVID-19 protocols are not considered material changes. COVID-19 protocols will be reviewed by the Summit County Health Department and several departments at the City for approval and compliance and outlined as part of the findings and conditions of each event permit. City Council will review new Level 4 and 5 events and Level 4 and 5 events with material changes.

While it is possible that the State may further reduce COVID-19 requirements for gatherings, and further restrict government from requiring such protocols, Special Event Applicants continue to prioritize safety and health of the community, employees, and visitors. Applicants understand that [State Health Order](#) and County requirements may change and they need to be prepared for all pandemic conditions which may include reduced restrictions, or necessitate additional restrictions, or cancellation.

Many [other jurisdictions](#) are similarly planning for scaled-back versions of events in 2021. Like Park City, they are also balancing the unpredictable and likely increase travel demand and desire for gatherings (including increased impacts and costs) and setting new goals for the future of events. Outside of the pandemic, staff is confident current policy and administrative tools adopted in 2018 will achieve City Council's goals to reduce the scale and impact of Special Events. Unless Council further prioritizes or

requests stronger approach, for the approaching summer, staff will continue to approach such topics on a case-by-case basis.

While staff is focused on reducing the scale of each individual event during the 2021 event season, long-term calendar planning and contract negotiations and post-pandemic planning remain an equally important next step. Staff plans to return with a holistic conversation on pivoting events and a deeper dive on costs in the Fall. This will give the community and staff time to get through pandemic recovery and ongoing community visioning. It is currently anticipated that any further changes to event policy would go into effect in summer 2022.

Funding

Special Event Fee Reduction (SEFR) is subsidized by General Fund revenues and is limited to \$200,000 annually ([4A-2-9](#)), per current City Council policy.

During FY 20 (pre-pandemic), staff received 25 SEFR requests during the first part of the year totaling \$181,000. Comparatively, staff received 25 SEFR request for the first part of FY 22 totaling \$271,000. This does not include requests for the second half of FY 22, which staff estimates around \$50,000. Staff is evaluating these based on the code linked above and will return to review requests over \$25,000 with City Council.

Many event applicants, the majority of which are local nonprofit organizations, have been negatively impacted financially from the pandemic. City Services and operational event costs are anticipated to rise, while revenues are expected to decline due to scaling back and controlling attendance at events.

Contracted events, including Park Silly Sunday Market, Park City Kimball Arts Festival, Sundance Film Festival, and Triple Crown, are not part of the \$200,000 threshold.

Mitigation Level of Service & Costs

Outside of SEFR, the City anticipates continuing to increase mitigation efforts, increasing hard costs (direct expenses out of departmental operating budgets) and such budget requests. Examples of successful mitigation include paid parking with additional transit, traffic management, residential mitigation, bollards, community outreach, public safety, sustainable measures, data collection—requiring City departments to budget for hard costs. Historically these hard costs have not been put back onto event applicants, as the cultural, community and economic benefit has outweighed costs.

Attachments

Exhibit A: 2021 Tentative Special Event Calendar

April 2021

April 2021							May 2021						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
4	5	6	7	8	9	10	2	3	4	5	6	7	8
11	12	13	14	15	16	17	9	10	11	12	13	14	15
18	19	20	21	22	23	24	16	17	18	19	20	21	22
25	26	27	28	29	30		23	24	25	26	27	28	29
							30	31					

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Mar 28	29	30	31	Apr 1	2 Park City Spring Break	3 Park City Spring Break
4 Park City Spring Break	5 Park City Spring Break	6 Park City Spring Break	7 Park City Spring Break	8 Park City Spring Break	9 Park City Spring Break	10 Park City Spring Break
11 Last Day Resorts Park City Spring Break	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	May 1

May 2021

May 2021							June 2021						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
2	3	4	5	6	7	1	6	7	1	2	3	4	5
9	10	11	12	13	14	8	13	14	8	9	10	11	12
16	17	18	19	20	21	15	20	21	15	16	17	18	19
23	24	25	26	27	28	22	27	28	22	23	24	25	26
30	31					29			29	30			

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Apr 25	26	27	28	29	30	May 1 Moose on the Loose
2	3	4 Midweek Mountain Bike	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22 Running with ED
23	24	25	26	27	28	29
30	31 Memorial 5K Memorial Day No School Noches de Verano	Jun 1	2	3	4	5

June 2021

June 2021							July 2021						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
6	7	1	2	3	4	5	4	5	6	7	1	2	3
13	14	8	9	10	11	12	11	12	13	14	15	16	17
20	21	15	16	17	18	19	18	19	20	21	22	23	24
27	28	22	23	24	25	26	25	26	27	28	29	30	31

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
May 30	31	Jun 1 Midweek Mountain Bike	2 PC Farmers Market	3 Last Day of PC School District School	4 Ski Town Lax	5 Park City Trail Series
6 PSSM Shop Dine and Stroll	7 Noches de Verano	8	9 PC Farmers Market	10	11 BREAK WEEKEND Uncorked	12 BREAK WEEKEND Your Barn Door Is Open
13 BREAK WEEKEND PSSM Shop Dine and Stroll	14 Noches de Verano	15	16 PC Farmers Market Wednesday Night Concerts	17	18 Cube of Truth	19 No Permit - Round Valley Rambler - Not Permitted
20 PSSM Shop Dine and Stroll	21 Noches de Verano	22 Latino Arts Fest	23 PC Farmers Market Wednesday Night Concerts	24 TBD Park City Baseball Tournament	25 Peak Time Period	26 C - Savor the Summit Not Permitting - NAC Barn Party Peak Time Period
27 Peak Time Period PSSM Shop Dine and Stroll	28 Noches de Verano	29	30 PC Farmers Market Wednesday Night Concerts	Jul 1	2	3

July 2021

July 2021							August 2021						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
4	5	6	7	1	2	3	1	2	3	4	5	6	7
11	12	13	14	15	16	17	8	9	10	11	12	13	14
18	19	20	21	22	23	24	15	16	17	18	19	20	21
25	26	27	28	29	30	31	22	23	24	25	26	27	28
							29	30	31				

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jun 27	28	29	30	Jul 1	2 Deer Valley Music Festival Peak Time Period	3 Miners Park Concert Peak Time Period
4 4th of July Celebration Peak Time Period PSSM Shop Dine and Stroll	5 Noches de Verano	6	7 PC Farmers Market Wednesday Night Concerts	8	9 BREAK WEEKEND Deer Valley Music Festival	10 Aspen Villas Screening BREAK WEEKEND Deer Valley Music Festival Miners Park Concert Park City Trail Series
11 BREAK WEEKEND PSSM Shop Dine and Stroll	12 Beethoven Festival	13	14 PC Farmers Market Wednesday Night Concerts	15	16 Sundance Summer Series Cube of Truth Deer Valley Music Festival	17 Deer Valley Music Festival Miners Park Concert Virtual - Jupiter Peak
18 Sundance Summer Series PSSM Shop Dine and Stroll	19 Beethoven Festival	20	21 PC Farmers Market Wednesday Night Concerts	22	23 Deer Valley Music Festival	24 C - Pioneer Day Deer Valley Music Festival Miners Park Concert
25 PSSM Shop Dine and Stroll	26 Beethoven Festival	27	28 PC Farmers Market Wednesday Night Concerts	29 C -Tour of Utah Extreme Cup Soccer	30 C -Tour of Utah Deer Valley Music Festival Extreme Cup Soccer Peak Time Period	31 C -Tour of Utah Deer Valley Music Festival Extreme Cup Soccer Peak Time Period

August 2021

August 2021							September 2021						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7				1	2	3	4
8	9	10	11	12	13	14	5	6	7	8	9	10	11
15	16	17	18	19	20	21	12	13	14	15	16	17	18
22	23	24	25	26	27	28	19	20	21	22	23	24	25
29	30	31					26	27	28	29	30		

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Aug 1 C -Tour of Utah Peak Time Period	2 Beethoven Festival	3	4 PC Farmers Market Wednesday Night Concerts	5 Beethoven Fest at the Farm	6 Arts Festival Deer Valley Music Festival Peak Time Period	7 Deer Valley Music Festival Drive in at Prospectors Park City Trail Series Peak Time Period
8 Arts Festival Peak Time Period	9 Beethoven Festival	10	11 PC Farmers Market Wednesday Night Concerts	12 Beethoven Fest at the Farm	13 BREAK WEEKEND C -Back Alley Bash	14 BREAK WEEKEND Miners Park Concert Summer in the City
15 BREAK WEEKEND Moose on the Loose St Mary's Procession	16 Beethoven Festival	17	18 PC Farmers Market Wednesday Night Concerts	19 Beethoven Fest at the Farm	20 Cube of Truth	21 Miners Park Concert Virtual - Mid-Mountain Marathon
22 PSSM Shop Dine and Stroll	23	24	25 PC Farmers Market Wednesday Night Concerts	26 Beethoven Fest at the Farm	27 BREAK WEEKEND	28 BREAK WEEKEND Lucky Ones Croquet Fund Raiser Miners Park Concert Summit Challenge
29 BREAK WEEKEND PSSM Shop Dine and Stroll	30	31	Sep 1	2	3	4

September 2021

September 2021							October 2021						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
5	6	7	1	2	3	4	3	4	5	6	7	1	2
12	13	14	8	9	10	11	10	11	12	13	14	8	9
19	20	21	22	23	24	25	17	18	19	20	21	22	23
26	27	28	29	30			24	25	26	27	28	29	30
							31						

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Aug 29	30	31	Sep 1 PC Farmers Market	2	3 Peak Time Period	4 Peak Time Period Point to Point
5 Peak Time Period PSSM Shop Dine and Stroll	6 Miners Day Peak Time Period Skate Event	7	8 PC Farmers Market	9 Park City Song Summit	10	11 Brunch at Altitude Dirt Jump Jam Park City Trail Series
12 Park City Song Summit PSSM Shop Dine and Stroll Virtual - Tour de Suds	13	14	15 PC Farmers Market	16	17 Autumn Aloft Cube of Truth PCHS XC Peak Time Period	18 Peak Time Period
19 Autumn Aloft Peak Time Period PSSM Shop Dine and Stroll	20	21	22 PC Farmers Market	23	24	25 Scarecrow Festival
26 PSSM Shop Dine and Stroll	27	28	29 PC Farmers Market	30 PC Wine Fest	Oct 1	2

October 2021

October 2021							November 2021						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
3	4	5	6	7	8	9	7	1	2	3	4	5	6
10	11	12	13	14	15	16	14	8	9	10	11	12	13
17	18	19	20	21	22	23	21	15	16	17	18	19	20
24	25	26	27	28	29	30	28	22	23	24	25	26	27
31								29	30				

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Sep 26	27	28	29	30	Oct 1 PC Wine Fest	2
3	4	5	6 PC Farmers Market	7	8	9
10 Peace House walk for domestic violence	11	12	13 PC Farmers Market	14	15	16
17	18	19	20 PC Farmers Market	21	22	23 Shot Ski
24	25	26	27 PC Farmers Market	28	29	30
31 Halloween Peak Time Period	Nov 1	2	3	4	5	6

November 2021

November 2021							December 2021						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6				1	2	3	4
7	8	9	10	11	12	13	5	6	7	8	9	10	11
14	15	16	17	18	19	20	12	13	14	15	16	17	18
21	22	23	24	25	26	27	19	20	21	22	23	24	25
28	29	30					26	27	28	29	30	31	

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Oct 31	Nov 1	2	3	4	5	6
7	8	9	10	11	12	13
	12:00am	Field of Honor				
14	15	16	17	18	19	20
Field of Honor	2:00am					
21	22	23	24	25	26	27
						Snow Globes
						Electric Light Parade
28	29	30	Dec 1	2	3	4
Snow Globes						

December 2021

December 2021							January 2022						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4							1
5	6	7	8	9	10	11	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28	29
							30	31					

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Nov 28	29	30	Dec 1	2	3	4
			Snow Globes			
						Menorah Lighting
5	6	7	8	9	10	11
Snow Globes						
12	13	14	15	16	17	18
Snow Globes						
						Santa Comes Down the Town Lift
19	20	21	22	23	24	25
Snow Globes						
				Peak Time Period	Peak Time Period	Peak Time Period
26	27	28	29	30	31	Jan 1, 22
Snow Globes To Jan 2 →						
				Peak Time Period	Peak Time Period	

January 2022

January 2022							February 2022						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1			1	2	3	4	5
2	3	4	5	6	7	8	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	14	15	16	17	18	19
16	17	18	19	20	21	22	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28					
30	31												

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Dec 26	27	28	29	30	31	Jan 1, 22 Snow Globes Peak Time Period
2 Snow Globes	3	4	5	6	7	8
9	10	11	12	13 8:00am World Cup at DV 8:30am Peak Time Period	14	15
16 Peak Time Period	17	18	19	20 Peak Time Period Sundance	21	22
23	24	25	26	27	28	29
30 Peak Time Period Sundance	31	Feb 1	2	3	4	5

February 2022

February 2022							March 2022						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
6	7	1	2	3	4	5	6	7	1	2	3	4	5
13	14	8	9	10	11	12	13	14	8	9	10	11	12
20	21	15	16	17	18	19	20	21	15	16	17	18	19
27	28	22	23	24	25	26	27	28	22	23	24	25	26

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jan 30	31	Feb 1 2022 Winter Olympics Begin	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18 Peak Time Period	19
20 Peak Time Period	21	22	23	24	25	26
27	28	Mar 1	2	3	4	5

Council Agenda Item Report

Meeting Date: April 15, 2021

Submitted by: Heinrich Deters

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

5:45 p.m. - Discuss Potential Interlocal Agreement between Utah State Parks and Park City Municipal for Rail Trail Maintenance and Improvements

Suggested Action:

Attachments:

[Rail Trail ILA Staff Report](#)

[Exhibit A: Draft Union Pacific Historic Rail Trail Interlocal Agreement](#)

City Council Staff Report



Subject: Potential Rail Trail Interlocal Agreement
Author: Heinrich Deters
Department: Sustainability
Date: April 15, 2021
Type of Item: Work Session

Recommendation

Review possible terms for a cooperative management inter-local agreement with Utah State Parks for approximately 2.75 miles of the Union Pacific Historic Rail Trail 'Rail Trail' between Bonanza Drive and SR-248.

Executive Summary

Utah State Parks (USP) and Park City Municipal Corporation (PCMC) are exploring the possibility of entering into a cooperative management inter-local agreement (ILA) for approximately 2.75 miles of the Union Pacific Historic Rail Trail between Bonanza Drive and SR-248.

Background

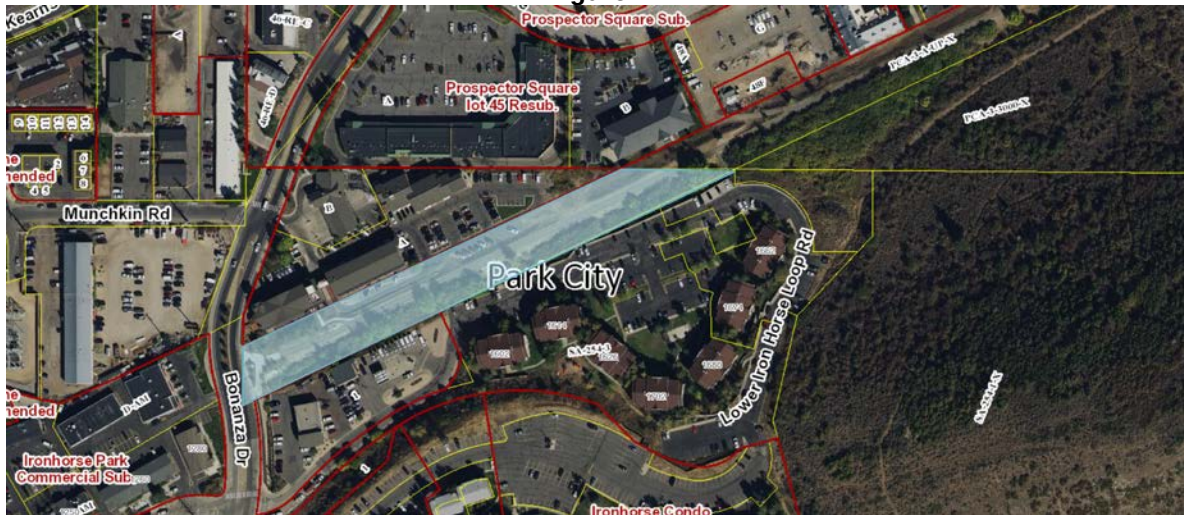
The Rail Trail is a 27-mile linear park that runs from the Prospector neighborhood in Park City to Echo, Utah. In 1989, the Union Pacific Railroad (UPR) conveyed the bulk of the corridor to Utah State Parks, subject to interim use or 'rail banking' conditions, established in 1983 as an amendment to Section 8(d) of the [National Trails System Act](#). Rail banking preserves the rail corridor and allows a trail agency to use an out-of-service rail corridor for recreational purposes until rail service becomes necessary or prudent.

In 1992, the PCMC entered a cooperative agreement with USP to master plan the Park City section of the Rail Trail and make improvements consistent with a non-motorized public trail. In 1999 PCMC purchased approximately 1000' of the corridor for \$220,000 to connect the Rail Trail to Bonanza Drive (see Figure 1 below), which was not included in the 1989 donation to Utah State Parks. In 2005, PCMC granted a conservation easement to Summit Land Conservancy on approximately 2 acres of land upon which the 1000' of acquired Rail Trail is located.

Based on trail counters, staff estimates that over 100,000 people utilize the Park City section of the Rail Trail annually, whether it be daily in their commute or occasionally as a recreationalist. Dogs, kids, road bikes, tricycles, mountain bikes, roller skiers, etc. can be found on the Rail Trail at any given moment.

Rail Trail management and maintenance are funded by State Parks and implemented through contractual services, in the amount of \$89,000 annually, for the facility's entire length, except the first 1000' owned by PCMC. Under the current contract, only \$18,000 is budgeted for the Rail Trail section considered in the proposed ILA.

Figure 1



Analysis

PCMC and USP staff have long discussed how PCMC might contribute to increased maintenance and levels of service on the Rail Trail. Additionally, the lack of amenities, inadequate trash removal, and insufficient noxious weed abatement are not on par with the user experience (and consequently user expectations) of other PCMC trails and pathways.

Accordingly, Staff worked with USP to develop a draft proposed ILA whereby PCMC would take responsibility for the operations and maintenance of the paved section of the Rail Trail (See Figure 2 below).

Concept/Scope

The proposed ILA incorporates the Rail Trail right of way from Bonanza Drive to SR-248. This represents approximately 2.75 miles.

Figure 2



Given the PCMC's plans for multi-faceted alternative transportation improvements noted in [Park City Forward](#), including a park and ride lot at [Quinn's Junction](#), this active transportation corridor is a high priority. In the short term, The ILA will allow PCMC to be proactive in improving level of maintenance services associated with the facility and support non-motorized connectivity between activity nodes in town including the Arts & Culture District ([Blue Dot](#) in Figure 2) and existing and proposed Park n Ride facilities ([Green Dots](#) in Figure 2). In the long term, staff is hopeful the ILA increases ridership and broader user profiles as part of a larger integrated trail/pathway system that includes future connections/improvements in conjunction with Summit County ([Green Dashed Lines](#) in Figure 2) and an overpass at SR-248. Combined, these improvements will provide safer and more efficient non-motorized transportation alternatives between the growth forecasted in the County and the impacts that may have on SR-248 traffic.

Although final terms associated with the ILA are yet to be completed, the conceptual ILA transfers management responsibilities for this section of the Rail Trail, allowing PCMC to improve the overall level of service. PCMC would be responsible for the construction, operation, and maintenance of this section of the Rail Trail, including improvements to the existing pavement, bridges, and related amenities along with new enhancements in accordance with USP standards and approvals. USP would retain ownership of the facility and conceptually no longer commit maintenance specific funding for the section.

Staff has initiated an 'existing conditions' report on this section of the Rail Trail, which will:

- Identify existing conditions of trail and rail bed;
- Identify existing infrastructure (miles of pavement, numbers of bridges, and signs);
- Identify constraints and possible areas which could be widened or improved; and
- Provide an initial cost analysis for any improvement.

Investment/Phasing Plan/Funding

For almost 30 years, the Rail Trail has been the backbone of recreational opportunities in the Prospector area. In that time, PCMC constructed walkability type improvements to better access and connect with the Rail Trail. These include neighborhood connections at Comstock Dr., Rail Central, and along Wyatt Earp Way. Most recently, staff has worked closely with Prospector Square Property Owners Association (PSPOA) per their 2017 Master Plan to improve connections to the Rail Trail through pedestrian stairs and pathway improvements at Lots G and F. In support of the potential ILA, Staff created an initial project phasing plan for improving the Rail Trail Level of Service that considers existing walkability bond funds, Trails Master Plan funds, and proposed grants.

The initial plan recognizes other support amenities are also needed, such as mutt mitt stations, trash receptacles, and better informational displays. Adjacent soft surface trails are also desired and will be considered through subsequent budget cycles and grant opportunities so that PCMC may implement these improvements. The phasing plan consists of the following:

- Phase I- -Staff anticipates an initial capital cost to address current maintenance issues and upgrading trail standards. This includes paving of the trail surface and re-decking of the bridges. Anticipated Spring '22, with funding potentially to come from either the Walkability Bond proceeds or the General Fund (\$200,000).
 - o Ongoing Costs: As part of the FY22 budget process, Staff has a request in the FY22 budget for an increase in Pavement Management, Parks, Open Space and Walkability maintenance funding in the amount of \$45,205 annually.
 - o Currently Park City Water District is required to pay USP \$17,000 annually for a utility easement. The current agreement removes this annual obligation from the District. Staff is also negotiating other possible funding associated with utility easements within the Rail Trail corridor.
- Phase II- The current rail trail surface is between 8-10' wide. Transportation Planning recommends widening the trail to 14', which is consistent with industry standards for multiuse pathways according to the American Association of State Highway and Transportation Officials. (AASHTO) standards for uses associated with the Rail Trail. Additionally, support facilities such as a new bike share station at the future Quinn's Junction Park and Ride has already been funded through the Summit County Third Quarter Sales Tax and Transit Sales Tax in FY23. Anticipated as part of the FY23 budget process, using \$75,000 in Trails Master Plan Matching Funds and grants and/or Transportation Fund.
- Phase III- Pathway solar lighting and related improvements. Anticipated as part of the FY24 budget process, staff anticipates applying for trail related grants in the amount of \$75,000 and utilize Alternative Transportation Funding for matching dollars.
- Phase IV- AboveGrade crossing of SR-248 and corridor enhancements. Anticipated as part of the FY25 budget process, with funding to come in part from grants, as Staff has applied for a Summit County Third Quarter Sales Tax grant in the amount of \$1,280,000 with a required PCMC match contribution of \$320,000.

Next Steps

Should Council support an ILA with Utah State Parks, staff anticipates;

- Returning in a subsequent meeting with a resolution recognizing Council's support.
- Enter into discussions with Utah State Parks in an effort to finalize the ILA.
- Return to City Council for final adoption of the ILA.

Exhibit

Attachment I- Draft Interlocal Agreement

DRAFT INTERLOCAL COOPERATION AGREEMENT

FOR CONVEYANCE OR ACQUISITION OF PROPERTY AND DEVELOPMENT OF IMPROVEMENTS

INTRODUCTION

This Interlocal Cooperation Agreement (“Agreement”) is made and entered into by and between the State of Utah, Department of Natural Resources, Division of Parks and Recreation, an agency of the State of Utah (UDPR), and Park City Municipal Corporation, a political subdivision of the State of Utah, by and through its City Council (PCMC). The signatories of the Agreement shall hereafter be collectively referred to as “the Parties” and individually as a “Party”.

WHEREAS, the Utah Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 *et seq*, permits public units including divisions of the State of Utah, counties, and cities, to make the most efficient use of their powers through cooperating with other public agencies, and acquiring, transferring, and developing property and improvements for public purposes; and

WHEREAS, As part of the authorization from the Interstate Commerce Commission served on February 13, 1989 and modified on March 15, 1989, per the interim trail use/rail banking condition pursuant to 16 U.S.C. Section 1247(d) for the Union Pacific Railroad Company for trackage between milepost -.2 near Echo and milepost 26.88 near Park City; and

WHEREAS, Union Pacific Railroad Company deeded the UDPR trackage for interim trail use on May 11, 1989 (Summit County Entry #310099); and

WHEREAS, The Historic Union Pacific Railroad, “Rail Trail” was dedicated as a Utah State Park in 1992; and

WHEREAS, The Rail Trail provides for non-motorized recreational opportunities within Summit County for more than one hundred thousand users annually; and

WHEREAS, Park City Municipal Corporation approved a resolution authorizing, the allocation of PCMC resources for capital improvements and operational maintenance of the Rail Trail within city limits attached as Exhibit “A” (“Premises”) and incorporated into this agreement;

WHEREAS, UDPR approved a resolution relinquishing maintenance and capital improvements, planning oversight and land use policy associated with property adjacent to and including the Rail Trail, so long as future land use policies and determinations are consistent with the following principals associated with the creation of the state Park ‘Exhibit B’ and incorporated into this agreement;

WHEREAS, to fulfill all of its obligations under the creation of the Rail Trail resolution and ordinance, the UDPR needs assistance from PCMC;

WHEREAS, the Utah Legislature designated UDPR as “the parks and recreation authority for the state” under “(a) the administration and general supervision of the executive director; and (b) the policy direction of the [Parks] board.” (Utah Code Ann. § 79-4-201(2)-(3); Utah Code Ann. § 79-4-301);

WHEREAS, this Agreement shall not become effective until it is first approved by the Director of UDPR or his designated representative, as required by Utah Code Ann. § 11-13-202.5(1)(c) and by resolution of the governing body of the County pursuant to Utah Code Ann. § 11-13-202.5(1)(a).

I. PARTIES.

The following officials are executing this Agreement as representatives of their respective agencies:

- A. Jeff Rasmussen, Deputy Director, Utah Division of Parks and Recreation.
- B. Andy Beerman, Mayor, Park City City Council.

II. AUTHORITY.

A. The Utah Interlocal Cooperation Act (“the Act”).

- i. Economic Development. The Utah Legislature, pursuant to the Act, permits the Parties to provide services and facilities in a manner and under forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and . . . to provide the benefit of economy of scale, economic development, and utilization of natural resources for the overall promotion of the general welfare of the state. (Utah Code Ann. § 11-13-102(1)-(2)).
- ii. Joint Action and Sharing of Services. Furthermore, “(any) two or more public agencies may enter into an agreement with one another under this chapter:(a) for joint or cooperative action, (b) to provides services that they are each authorized by statute to provide, to provide law enforcement services to one or more other public agencies; or (e) to do anything that they are each authorized to do, such as:
 - a. Restrict its authority to issue permits to or assess fees from another public agency that is a party to the agreement; and

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- b. Exempt another public agency that is party to the agreement from permit or fee requirements. (Utah Code Ann. §§ 11-13-103(19) and -202).
- iii. Acquisition and Transfer of Property. The Act authorizes the Parties to enter into agreements with one another “to convey property to or acquire property from any other public agency for consideration as may be agreed upon;” (Utah Code Ann. § 11-13-102(12) and (19); 11-13-214).
- iv. Joint Acquisition, Construction, Development and Maintenance of Facilities and Improvements. The Parties may make agreements with one another for the: (a) joint operation of any one or more facilities or improvements which they have authority by law to operate individually; (b) the joint acquisition by gift, grant purchase, construction, condemnation or otherwise of any one or more such facilities or improvements and for the extension, repair or improvement thereof; (c) for the exercise by an interlocal entity of its powers with respect to any one or more facilities or improvements and the extensions, repairs or improvements of them; or (d) any combination of the foregoing; (Utah Code Ann. § 11-13-213(2)-(5)).
- B. UDPR. The Utah Legislature has mandated that UDPR “may enter into contracts and agreements with...any other department or agency of the state, semipublic organizations, and with private individuals to: (a) improve and maintain state parks and recreational grounds and the areas administered by the division; and (b) secure labor, quarters, materials, services, or other facilities according to the procedures established by the Division of Finance. (Utah Code Ann. § 79-4-204).
- C. PCMC. Park City is a municipality and political subdivision of the State of Utah, pursuant to Utah Code Ann. § 10-1 et. seq. On day X , , PCMC adopted its Resolution X and Ordinance No. X approving and authorizing execution of an interlocal cooperation agreement between UDPR, dated Month X, 2021, for (1) maintaining and programming the Rail Trail; and (2) provide funding associated with existing easements within the Rail Trail to offset financial burdens acquired under this agreement;

III. RECITALS. The above recitals are true and accurate and are incorporated herein as essential terms of the Agreement.

IV. RESPONSIBILITIES. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- A. Purpose. The purpose of the Agreement is to allow PCMC to assume management of the Rail Trail located on the Premises by undertaking capital, operational, land use and programming responsibilities recognizing it will benefit the State of Utah and citizens of Utah for outdoor public recreation purposes.
- B. Easements, Surveys & Operational Costs. The Parties agree that there are existing uses, agreements, utility easements and encroachments associated with the Premises. UDPR will provide PCMC with any existing surveys, agreements, utility easements or encroachments located within the Premises. PCMC acknowledges that these agreements, utility easements and encroachments are subject to terms and conditions.
- i. UDPR recognizes that PCMC will assume certain operational costs associated with the management of the Rail Trail and any proportional revenue received by UDPR for any utility easements shall be provided to PCMC to offset operational costs associated with the Agreement.
 - ii. PCMC pledges to utilize and enhance this funding through additional municipal budgets and grants so as to improve the safety, infrastructure and usability of the Rail Trail.
- C. Indemnification. Except as to any negligence or activities of UDPR arising out of UDPR's or its employees, agents, guests, invitees or licensees of UDPR's property or UDPR's Right-of- Way, PCMC will protect, indemnify, and save harmless UDPR from and against any and all loss, costs, damage, and expenses (i) occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury and/or damage to any person or property, happening or done in, upon, or about the Premises, or (ii) due directly or indirectly to, or arising out of or in connection with, the use of the Premises, or any part thereof, by the PCMC, its employees, agents, subtenants, or invitees, or any person claiming by, through, or under any of them.
- D. Term. This Agreement shall be in full force and effect for a term of twenty (30) years from and after execution of this Agreement by the parties and shall continue thereafter for a subsequent 30 year period until terminated as provided herein.

V. Interlocal Cooperation Act Requirements.

- A. In satisfaction of the requirements of the Interlocal Act regarding this Agreement, the Parties agree as follows:
- i. This Agreement shall be authorized by the Director of UDPR, and the Chair of the County Commission or such applicable authority required by Utah Code Ann. § 11-13-202.5 of the Interlocal Act;
 - ii. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Utah Code Ann. § 11-13-202.5 of the Interlocal Act;
 - iii. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party, pursuant to Utah Code Ann. § 11-13-209 of the Interlocal Act;
 - iv. Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action arising pursuant to this Agreement, and for any financing of such costs;
 - v. No separate legal entity is created by the terms of this Agreement.
 - vi. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the Director of UDPR, Park City Mayor, and/or their respective designated representative(s).
 - vii. No real or personal property shall be acquired jointly by the Parties because of this Agreement.
 - viii. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party; and
 - ix. The Parties may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement, and changed, modified or altered only by an instrument in writing which shall be:
 - a. approved by the Director of UDPR and County;
 - b. executed by a duly authorized executive authority of UDPR and PCMC after presentation and approval to their Committee, Council, or appropriate legislative organization; and

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- c. submitted to an attorney for each party that is authorized to represent said party for review as to proper form and compliance with applicable law, pursuant to Utah Code Ann. § 11-13-202.5 of the Act
 - d. filed in the official records of each party.
- x. Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

VI. STANDARD TERMS AND CONDITIONS.

- A.** Each party may terminate this Agreement by providing the other party with thirty (30) days advance written notice at any time after all contractual obligations relating to this Agreement have been fulfilled and retired.
- B.** The Parties to this Agreement are governmental entities working together for mutual advantage. Good faith efforts should be made to resolve any differences before making any allegations that a party or parties are in breach or fail to comply with the terms of this Agreement.
- C.** This Agreement is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than UDPR and PCMC. Without limiting the generality of the foregoing, no rights are intended to be created for any client, any employer, or any future or prospective employer.
- D.** Neither party may assign its rights or duties under this Agreement, directly or indirectly, in whole or in part, without the prior written consent of an authorized representative of the other party.
- E.** Both parties are subject to the provisions of the Utah Governmental Immunity Act (Utah Code Ann. § 63G-7-101, *et. seq.*, as amended). Consistent with the terms of this Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which it commits, or which are committed by its agents, officials, or employees; provided that any amount of damages awarded and payable under this provision are limited to the amounts set forth in the Utah Governmental Immunity Act in effect at the time judgment is entered. It is also agreed that under this paragraph neither party waives any procedural or substantive defense or benefit provided or to be provided by the Governmental Immunity Act or comparable legislative enactment.
- F.** The Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, devisees, personal representatives, successors, and assigns.

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- G.** The Agreement may only be amended or modified in writing and signed by all parties to this Agreement.
- H.** Each party will use its best and reasonable efforts to successfully carry out and complete each task, covenant, and obligation as sated herein. Each of the parties shall cooperate in good faith with the other and shall do any and all acts and execute, acknowledge, and deliver any and all documents so requested in order to satisfy the conditions set forth herein and carry out the intent and purposes of the Agreement.
- I.** This Agreement may be executed on two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.
- J.** Any uncertainty or ambiguity existing herein shall not be interpreted against any party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules and interpretation of contracts generally.
- K.** Relationship of Parties. Neither the method of computation of funding nor any other provisions contained in this Agreement nor any acts of any party shall be deemed or construed by PCMC, or by any third person to create the relationship of partnership or of shared venture of any association between the parties, other than contractual relationships stated in this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date set forth above by their duly authorized representatives.

PARK CITY MUNICIPAL CORPORATION

By:

Date: _____

Approved as to Form and Compliance with Applicable Law

By:

Date:

DRAFT

UTAH DEPARTMENT OF NATURAL RESOURCES,

Division of Parks and Recreation

By:

Jeff Rasmussen, Director

Date:

DRAFT

Council Agenda Item Report

Meeting Date: April 15, 2021

Submitted by: Tate Shaw

Submitting Department: Recreation

Item Type: Staff Report

Agenda Section:

Subject:

RAP Tax Grant Allocation and Award

Suggested Action:

Attachments:

[RAP Tax Staff Report](#)



City Council Staff Communications Report

Subject: RAP Tax Grant PCMC Allocation and Award
Author: Tate Shaw, Assistant Recreation Director
Department: Recreation
Date: April 15, 2021

On January 13, 2021 Summit County Council approved five city projects for a total of \$211,459.31 in 2020 Recreation, Arts and Parks (RAP) Tax Grant funds.

Background: In November of 2000, the citizens of Summit County voted and passed a ballot measure to implement a one-tenth percent (0.10%) sales tax in Summit County for the purpose of funding arts and recreation programs. Summit County has two advisory committees which evaluate potential grants utilizing the RAP Tax; namely the Arts Committee and the Recreation Committee.

Continuation of the Summit County RAP tax was put to the voters for reapproval in November of 2010 and again this past November 2020. Both times the citizens of Summit County voted to continue the existing one-tenth percent (0.10%) sales tax in Summit County for the purpose of funding arts, parks, and recreation programs for another 10- year period. Distribution of RAP Tax funds are 50% to the Arts and 50% to Recreation and Parks with funding to approximately follow the population distribution of 48% to the Snyderville Basin, 21 % to Park City, 13% to North Summit and 18% to South Summit.

Park City Municipal has received grant funds for 31 projects since 2002 totalling over \$2.2 million in funding. Some of the notable projects include the dog park, golf course irrigation pumps, energy efficient sprinklers, hybrid mowers, ice arena fiber optic connection and sound system, recreation tennis courts, fitness equipment, basketball standards, trailhead kiosks and the joint city/county Highway 40 underpass project.

Total amount of funds available for allocation in 2020 was \$950,000. This was done with the approximate area allocation as noted in the chart below from the committee recommendation in the Summit County Council packet on January 13, 2020.

2020 Summit County Recreation RAP Allocations

Available RAP Tax: **\$950,000**

Region	% Allocation By Population	Funding Allocation	Funding Allocation Recommended	Final % Allocation
East County - North	13.0%	\$123,500	\$118,000	95.5%
East County - South	18.0%	\$171,000	\$164,910	96.4%
Park City	21.0%	\$199,500	\$215,637	108.1%
Snyderville Basin	48.0%	\$456,000	\$451,453	99.0%
Total	100%	\$950,000	\$950,000	100.0%

remainder

\$0.0

Awarded Projects:

The following were the City projects awarded.

- The Recreation Department received \$35,000 for two projects at the PC MARC:
 - o \$30,000 for a cement pad/patio for outdoor fitness and program space
 - o \$5,000 for an additional lifeguard shack at the lap pool
- Trails and Open Space received \$46,737.61 for two projects:
 - o \$25,500 for construction of new backcountry trail connections
 - o \$21,237.61 for ADA-accessible pit toilet facility at the North Round Valley Trailhead.
- The Ice Arena was awarded \$129,721.81 (split funding between Snyderville Basin Special Recreation District) to replace and upgrade the dehumidification and HVAC unit with a better and more energy efficient system that will significantly reduce electricity and natural gas usage, while increasing reliability and service needs of this critical equipment.

Notable for Park City distribution of funds was that Mountain Trails received \$4,177.69 (split funding between Snyderville Basin Special Recreation District) for new utility snowmobile to facilitate grooming of expanded Nordic and single track trails.

Council Agenda Item Report

Meeting Date: April 15, 2021

Submitted by: Austin Taylor

Submitting Department: Transportation Planning

Item Type: Staff Report

Agenda Section:

Subject:

Active Transportation Initiatives - 2021

Suggested Action:

Attachments:

[Active Transportation Update Staff Report](#)



City Council Staff Communications Report

Subject: Active Transportation Program Update
Author: Austin Taylor, Transportation Planner; Julia Collins, Senior Transportation Planner
Department: Transportation Planning
Date: April 15, 2021
Type: Informational

Summary

Staff are working to advance walkability and bikeability projects, programs, and policies in the Park City (City) community. This report is an update on several programs and projects Staff are currently implementing.

Developing an Active Transportation Master Plan

After the near completion of the [2007 Walkable and Bikeable Neighborhoods Study's](#) project list, the City is developing a new list of infrastructure improvements to make the city a safer and "Olympic-level" place to walk and bike. A new plan will be generated based on input from residents, elected officials, businesses, city staff, and expert consultants to plan improvements to the City's street and paved pathway networks for the next five to ten years. The City received a \$70,000 technical planning assistance grant from the Utah Department of Transportation (UDOT) to fund the active transportation master plan. UDOT's procurement policies were followed in the consultant procurement, and staff is now selecting the consultant team. The plan work will launch in late spring with the Council adoption process in fall 2021.

The Active Transportation Master Plan will not sit on the shelf. It will be a plan of bold, innovative action. It will identify priority projects, similar to the 2007 Walkable and Bikeable Neighborhoods Study, which now has only two projects left—(a restriping of upper Deer Valley Drive to include bike lanes and a pedestrian crossing and a tunnel under Kearns Boulevard at Snow Creek Drive formerly known as the "Dan's to Jan's" project). Staff are working to identify if these two projects are still community priorities and, if so, how to fund them. The construction of the projects listed in the upcoming active transportation plan over the next decade will continue to enhance the safety, comfort, and convenience of the City's residents and visitors who walk and bike.

People-First Streets Program

Staff have heard residents' desire for bold action and safer streets. This May, the City will launch the [People-First Streets program](#). This program will allow residents to engage in city-sanctioned tactical urbanism. Through this program, residents will lead short-term/quick to implement temporary projects, in partnership with Staff, to change local streets into places that put people first.

Depending on how residents want to reimagine their street, they may choose to implement various treatments. Staff will provide the necessary tools, resources, and general oversight of the project and implementation to support residents throughout this program. Table 1 provided below is not an exhaustive list. Resident project leaders may suggest other ideas.

Table 1: Potential Treatments

Treatment	Traffic Calming	Pedestrian Safety	Bike Safety	Social Life
Activity programming	x	X	x	x
Advisory bike lane	x	X	x	
Curb extension	x	X		
Hi-viz crosswalk	x	X		
Median refuge island	x	X		
Mid-block crossings	x	X		
Mini roundabouts	x			
Painted bike lane	x		x	
Pop-up plazas	x	X	x	x
Protected bike lane	x		x	
Public seating	x	X		x
Sharrow	x		x	

To help residents carry out several People-first Streets projects this year, the Transportation Planning Department plans to publicize the program widely and hire a seasonal intern to help with its implementation. An outreach plan will be shared to promote the program, including direct neighborhood engagement, local media, the City's website, and social media accounts.

Bike Rack Programs

Request-A-Rack Program

The City will provide and install one or more inverted U bike racks on public or private property for free at the request of businesses in City boundaries. This program has launched, and the application form can be found at parkcity.org/bikeracks. The program is done in partnership with Summit County with input from involved citizens and Recycle Utah. Summit County will be responsible for bike rack installations for businesses outside of City limits.

Additional Bike Racks and Temporary Bike Corrals on Main Street

It is anticipated that the City, in partnership with the Historic Park City Alliance (HPCA), will double the number of available bike racks on Main Street by June 2021. This includes installing year-round bike parking along Main Street and several seasonal bike racks and temporary "bike corrals," which are bike racks that can accommodate 12+ bikes, to be placed on Main Street during the warmer months. The goal of investing in the new bike racks is to increase the amount of available safe and secure bike parking near adjacent Main Street businesses.

Transportation Demand Management (TDM) Program Updates

To implement the 2016 [TDM Master Plan](#), the City has various ongoing [transportation demand management programs](#), including RideOn Park City, Guaranteed Ride Home (GRH), Utah Transit Authority (UTA) Vanpool, Try Transit, Bike and walking educational programs, and City employee Utah Transit Authority passes. The TDM program goal is to decrease the number of employees driving alone into the City, provide reliable alternative transportation options for users, reduce congestion, vehicle miles traveled, and pollution.

RideOn Park City

RideOn Park City is an online platform for employees to log their commute trips and earn prizes for getting to work without driving alone. Once a member is enrolled, the platform provides the user with a citywide carpool trip matching program. Currently, the City, Deer Valley, and Park City Mountain Resort are participating partners. Staff are conducting outreach to local businesses to encourage their participation. The program is free to any City business that wants to provide incentives to their employees. Visit the [RideOn website](#) to sign up and learn more.

Guaranteed Ride Home

[Guaranteed Ride Home \(GRH\)](#) reimburses the rideshare expense of anyone employed in the City who rode transit into work but could not take transit home due to an unusual circumstance. Knowing there's a guaranteed ride allows one to use transit for commuting with peace of mind and confidence. Historically, some old town employees and the ski resorts have utilized this program, but it is open to all City business employees. [Participation guidelines and requirements](#) apply. Please visit the [website for more information and to sign-up](#).

UTA's Vanpool Program

UTA leases vans to businesses that can demonstrate they have seven to 15 passengers who consistently travel to and from similar locations. Employers can support vanpoolers by sponsoring the vanpool or facilitating the service. City staff currently utilize the UTA vanpool program. Additionally, the City provides free commuter-related UTA bus and rail rides, including PC-SLC connect to City employees. These services are a valuable recruitment benefit, reduce employee commute costs, and decrease single-occupancy vehicles in the City. The UTA vanpool is open to all City businesses. More [information can be found on the website](#).

Coming Soon

Staff are making great strides on active transportation and anticipate returning to Council in May for a work session discussion on the following two items:

Walkability Bond

A team of staff members from the Transportation Planning, Engineering, Sustainability, Budget, and Economic Development departments is preparing a recommendation for prioritizing the remaining projects for the final phase of the Walkability Bond. The group will work closely with the public reviewing current capital projects and bringing forward a recommendation to Council to program the remaining funding within the next few years. [The passing of the Walkability Bond ballot measure in 2007](#) has funded nearly fifteen years of active transportation-related projects, primarily focused on creating the City's popular off-street paved multi-use pathway network. Staff will return to Council in May with a proposed plan to spend the remaining Bond funds.

Complete Streets

Staff are working on advancing a [Complete Streets Policy](#) into Title 14 of City Land Management Code. This policy will provide street design standards to ensure user safety and adapts to current community desires to prioritize pedestrians, cyclists, and transit. This policy has been in place since 2018 as a resolution. Incorporating it into Title 14 of the city code will allow the City to include it in the planning development review process. Staff will return to Planning Commission and City Council in the spring and summer for feedback through the adoption process.

Funding

Funding for the Active Transportation Master Plan is made possible through a \$70,000 UDOT technical planning assistance grant with a \$25,000 local match from the Transit Sales Tax fund.

The Transportation Demand Management Programs and People-First Streets Program are funded through the Summit County 3rd Quarter Transportation Sales Tax Revenues.

Council Agenda Item Report

Meeting Date: April 15, 2021

Submitted by: Jonathan Weidenhamer

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Main Street Merchant Post Office Box Fees

Suggested Action:

Attachments:

[Main Street Merchant Post Office Box Fees Staff Report](#)



City Council Staff Communications Report

Subject: Post Office Box Fees - Main Street Merchants
Author: Jonathan Weidenhamer
Department: Economic Development
Date: April 15, 2021

On March 18th, 2021, based on an inquiry from a merchant on Main Street, Council agreed to research the applicability of post office box fees for downtown merchants. The Postmaster confirmed that the majority of businesses have always paid for their boxes.

The Postmaster also confirmed that nothing has recently changed related to mail delivery to Main Street Merchants. Meaning, businesses on Main Street and the rest of old town are determined to be “deliverable”, which means not eligible for a no-fee box. The Post Office will not deliver door to door via mail slots. Because it is infeasible for each business to have a mailbox, “deliverable” means eligible for delivery to a shared cluster box. Based on the logistical infeasibility (snow removal, maintenance, lack of space, blocking storefronts, etc.) of cluster boxes, the primary option available to merchants is a post office box.

There are 226 businesses in the business improvement district. Staff is unsure how many of those retain a post office box on Main Street. For context, since the inception of the City’s post office box reimbursement program for primary residents, 26 has received reimbursements, with a typical cost of \$166 each. It is reasonable to think that many of the merchants may have larger, more expensive boxes, but that the cost can be a tax deduction.

City Council could seek further discussion on subsidizing individual post office boxes or ask staff to investigate cluster boxes further. However, we recommend continuing the status quo, where businesses continue to pay for their respective boxes.

Council Agenda Item Report

Meeting Date: April 15, 2021

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Minutes

Agenda Section:

Subject:

Consideration to Approve the City Council Meeting Minutes from March 31 and April 1, 2021

Suggested Action:

Attachments:

[March 31, 2021 Minutes](#)

[April 1, 2021 Minutes](#)



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

March 31, 2021

The Council of Park City, Summit County, Utah, met in open meeting on March 31, 2021, at 2:30 p.m. The meeting was a remote, electronic meeting due to the declared public health emergency.

Mayor Beerman read the Determination of Substantial Health and Safety Risk.

SPECIAL MEETING

I) ROLL CALL

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

II) INTERVIEWS

1. Planning Commission Interviews:

Michelle Downard, Resident Advocate, indicated Ryan Dickey withdrew his application. The following applicants were interviewed for the open Planning Commission seat: Jane Craig, Jack Rubin, Bill Johnson, Bill Fiveash, and Paul Pilzner. Mayor Beerman indicated the applicants would be notified within two weeks.

Council Member Gerber moved to close the meeting to discuss personnel at 3:40 p.m. Council Member Henney seconded the motion.

RESULT: APPROVED

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

III) CLOSED SESSION

Council Member Doilney moved to adjourn from Closed Meeting at 4:30 p.m. Council Member Worel seconded the motion.

RESULT: APPROVED

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

IV) PUBLIC HEARING

1. Park City Arts and Culture District – Public Hearing:

Mayor Beerman stated many in the community thought this discussion had been dragging on and others thought the discussion had been rushed. He noted this was a large-scale project and had the potential to enrich the course of the City. He indicated the district was being designed for the benefit of the residents.

David Everitt, Deputy City Manager, reviewed the history leading up to the proposed Arts and Culture District. Bonanza Park was identified as a location for locals to live and work. In 2017, Kimball Art Center and Sundance signed letters of intent to buy land and construct buildings. The City enacted a one percent Transient Room Tax (TRT) for the district, purchased the Bonanza Park properties, published a feasibility study, and selected an architect. The master design process proceeded throughout 2018 and 2019. In 2020, the expense estimates were revised and a finance plan was analyzed.

Stephen Swisher indicated he was brought on the project to help with pre-construction services. He displayed the project design, which included housing, a food building, a transit area, artist spaces, and the anchor sites for Kimball Art Center and Sundance. There were also commercial spaces, underground parking, a plaza, and pedestrian walkways.

Everitt stated the guiding principles to pay for this project included no tax increase, no impact to existing capital projects, adherence to Council's debt policies, a funding path for future capital projects, and continued financial strength of the City. He indicated the project would be paid with the Transient Room Tax and Sales Tax. He broke down the cost by funding source and indicated the total project cost would be \$107.9 million.

Everitt reviewed the indicators that would signify the success of the Arts and Culture District project: the area would be for the community and not for private development; it would be for residents; it would be vibrant; it would be a gathering place; it would promote equity and access; it would strengthen relationships with non-profit arts organizations; it would create affordable housing; it would enhance walkability; it would be an economic support for the creative community; and it would have a realistic budget.

Mayor Beerman opened the public hearing. The following gave comments via Zoom:

Kelly Franklin was a local artist and stated she supported the Arts and Culture District. She thought this district had smaller, casual spaces where artists could collaborate. She liked the project design and thought the district would be a boon for the City for decades to come.

Hilary Ryder stated the design was great. She thought the affordable housing aspect was essential to the project, but she was concerned about the cost per unit and thought it was disproportionately high. She also thought affordable housing should be integrated with market rate housing and was concerned that this development was not integrated. Mayor Beerman indicated there would be people with a variety of Area Median Incomes (AMI) living there.

Bill Tidwell, Park Meadows, thanked Council and staff for the time and effort on this project. He didn't think it was the best use of funds, but it wasn't the worst either. He didn't think the City should spend taxpayer money to build the district. The City should not own the Arts and Culture District and should instead sell it to a developer. There would be an opportunity cost, but it could be a win-win. He thought the expense was too high for the taxpayers. Everitt clarified a GO bond would not be acquired, but the City would bond for the project and it would be paid with tax revenues.

Indiscernible Name stated people wanted art from local artists. Currently, there wasn't enough representation from artists in this town, so she felt it was important to have an Arts and Culture District. This town had everything and now it needed art and culture.

Tana Toly stated Main Street and its history needed to be preserved. The concern from the Historic Park City Alliance (HPCA) was that Main Street would be left out when all the City's money was spent on the Arts and Culture District.

Jake MacIntyre indicated he was not a Park City resident. He was a consultant working with the Arts Council. He supported the Arts and Culture District and stated the project aligned with the priorities from the Arts Council's Project ABC. He knew there were concerns, but an investment in one thing didn't mean a de-prioritization in something else. He urged Council to keep arts and culture as a center focus.

Debbie Sebek, Arts Council and business owner, stated art connects us all and builds community. She supported the district and thought it would be a huge asset to the community.

Emily Loughlin thanked Council and staff for the work on this project. She thought the space would be so important for the community, school, and residents. She hoped residents would continue to prioritize creativity.

Craig Dennis represented Prospector Square Property Owners Association and stated the group supported the project, but had a few concerns. They wanted to make sure there was connectivity between the district and the Prospector area. He thought with the connectivity, the district would be well over five acres. He wondered about the impacts on the parking stalls across the street from the district.

1 Nan Gray, Park City Professional Artists Association, indicated the district represented doing
2 something transformational. It would fill in gaps that now exist in the arts within the City.

3
4 Dean Barrett, Prospector Square Property Owners Association, stated he lived in the City for 45
5 years and was in favor of arts and culture, but this plan brought in much more than art. It also
6 included transportation, housing, and other priorities, on five acres of land. The anchor
7 occupants were uncertain elements, and they should have been the most certain part of the
8 project. He opposed the project.

9
10 Mary Christa Smith supported the Arts and Culture District, the funding plan, and the City
11 developing the project. She didn't support selling portions of the project to the free market. She
12 supported 100% affordable housing for this project. This was a public project and it should be
13 funded with public money for the benefit of the locals. The Arts and Culture District needed to be
14 called out as an Arts and Culture District. The community supports the arts. Tough decisions
15 require courage and she encouraged Council to be bold in developing the district.

16
17 Norm Schwartz favored having an Arts and Culture District, but it needed to be redesigned and
18 re-budgeted, so the budget was lower. The project was designed without any eye for budget. It
19 needed to be value engineered. The affordable housing component was financially ridiculous,
20 coming to \$940 per square foot. He asked what part of the one percent tax was collected and in
21 the bank. He asked what was planned to take the burden off the taxpayers.

22
23 Tim Fellow, Arts Council Board Member, supported the Arts and Culture District. He was in
24 favor of the walkability portion of the project to Old Town, Iron Horse and Prospector Square
25 and noted it would expand the arts area along this corridor.

26
27 Ed Parigian supported arts and culture and having Sundance and the Kimball Art Center on that
28 site. He thought everything could be accomplished – the ability to reach 150 units of affordable
29 housing as well as achieving an arts village.

30
31 Anna Moore supported the Arts and Culture District. She was an artist and had lived here for
32 seven years. She was grateful to the Arts Council for prioritizing art. She hoped she could
33 continue to live here, but she only earned \$32,000 per year. She looked forward to affordable
34 housing.

35
36 Rob Sletten agreed with many of the comments. He was a lodging operator for years and was
37 pleased they could contribute one percent TRT for projects. He felt funds should come from
38 other entities as well and suggested work should be done with the State so a real estate transfer
39 fee could be assessed. He was excited for the project.

40
41 Karen Kendall, Park City Professional Artists Association, supported the Arts and Culture
42 District. She hoped the City would stay true to the vision. She didn't hear a lot of talk about the
43 art, including the cost to rent the artist spaces. She hoped it would be affordable for artists.

44
45 Dave Rockwood lived in Park City for 42 years. He thanked all involved in planning the Arts and
46 Culture District. He thought there would be great impacts having the Kimball Art Center and
47 Sundance on the site, and he thought it was fitting for the City to provide the environment for

those activities to transpire. He wanted to keep the funk in Park City. He favored spending money to maintain our culture.

Randy Barton was excited for the vision of an Arts and Culture District. He stated there was a lot of public funding that had gone into recreation, open space acquisitions, trails, and transportation priorities. He hadn't seen any money invested in arts and culture. He knew the investment would reap benefits for years. This was an opportunity to reshape the future.

Meeche White thought this was a great project. She was concerned about the price tag. She also hoped youth and disabled individuals would be part of this district as well. Everitt stated there was a specific area for youth programming at the district. He also noted it would be accessible to those with all abilities.

Angela Moschetta wanted to pause the Arts and Culture District. The City was in a pandemic, construction costs went through the roof, and the design plans hadn't changed. She didn't understand why affordable housing, the second highest community priority, was mixed in with arts and culture, the last priority. She hoped for analyses to see if the plan was feasible.

Mike Wong was excited about the affordable housing aspect in the Arts and Culture District. Arts and culture come from the people. He hoped the project would proceed.

Garth Franklin, local artist, stated he often wondered where to move. After seeing this project proposal, he was excited to stay here.

Meeche White clarified that she hoped there was programming for the disabled population.

Chris Ron thought the units were small and wondered how the affordable housing residents would have enough space. He suggested the City stay in control as landlord so adjustments could be made to keep the priority with the Arts and Culture District.

The following submitted written comments:

John Krieg: "If Park City moves ahead with the Arts District project, how does the Council define success? What are you planning to measure to demonstrate success? Answering a question like this helps frame if this project is the best use of the space and dollars. I also believe in the importance of holding our elected officials accountable so measuring progress/success is a critical factor."

Michael Atkin: "I have reservations about the Arts & Culture District project, for 2 reasons, 1. Cost. The estimated costs of the project have been rising sharply, and seem likely to rise further. I doubt we can be confident about what the final cost will be. The School District is about to embark on major expenses and, while it's a different entity, any bond financing conducted by the City or the School District will have to be serviced by the same taxpayers. 2. Traffic/ Congestion. The roads are becoming regularly so congested that planning one's time to conduct everyday business is now essential. Whether it's grocery shopping, visiting the doctor or getting kids to the UOP for training, the amount of traffic impairs the quality of life. The base development at PCMR and the Dakota project at Kimball Junction will add further pressure on

1 the roads. The Mayflower resort and the various development projects at Heber and Hideout will
2 also put more strain on the City's infrastructure. The Arts and Culture District will make Bonanza
3 Drive and Kearns Boulevard even worse choke points and will choke the corridor between the
4 District and Old Town. And the bus service simply cannot help in this regard in the absence of
5 dedicated bus lanes, whose exclusivity is enforced. Overall, I doubt that the benefits this project
6 will bring will be enough to offset the large financial and quality-of-life costs it will impose on
7 residents."

8
9 Mark Maziarz: "I support the Arts and Culture District because of the life-changing opportunities
10 it will bring to: 1) established artists, 2) up & coming artists, 3) the kids of Park City and 4)
11 people who didn't even know that they are artists. Yes, the project is getting more expensive but
12 that's not because of mismanagement or the city's inexperience in designing and building a
13 world-class arts and culture district as some have suggested. It's because building materials
14 have grown so expensive over the last year. For a long time, a 2x4 at Home Depot was around
15 \$2-3 and now it's \$6-7. That's a 3X increase. Instead of flat out saying no, can we all work
16 together to figure out ways to make it less expensive? It is true that if the project is built in
17 phases, the total cost becomes more expensive, but phasing also allows the district to evolve
18 and shift in the direction needed. In my experience, that's the way the most successful arts
19 districts are established and thrive."

20
21 Bari Nan Rothchild: "It is fair to say that the arts in Park City have defined the 20 years my
22 family has lived in the area. We are supporters, our children are performers, and our business
23 has engaged, enthusiastically, with arts organizations of every type in Park City. The Arts and
24 Culture District project—to the extent that its vision is discernible—is sort of the right idea at the
25 wrong time. (I say "sort of," because despite being a highly aware and engaged citizen, I have
26 no real understanding of how this district is meant to function; how it is meant to enhance,
27 reliably, the quality of life in Park City.) Asking the constituents who elected you to support this,
28 when we have a critical affordable housing crisis, and a need for much savvier planning, is
29 wrong. On the other hand, there's nothing wrong with calling a time-out, reflecting on the most
30 pressing needs of our town and redirecting ourselves and our spending in a way that is more in
31 line with those needs and priorities. At this point, we see a vague representation of something
32 that will sorta solve a transit issue, will kind of bring some art into an eyesore corner, and will do
33 less than the bare minimum to address affordable housing. It's time to stop, take a breath, and
34 address the reality in which we're currently living. It's fair to say that while we've all been in our
35 homes, keeping our distance, our newest neighbors have exacerbated the affordable housing
36 issue by purchasing, with all cash, homes at over asking prices. This economic shift begets
37 cultural shift and bit by bit, the ways in which we relate to each other as community members.
38 We don't know what it looks like yet—as I wrote a few months ago in the Park Record, we've
39 not yet had the chance to make the kinds of introductions and offer the kinds of signals that help
40 newcomers get their bearings. And we've not yet seen the consequences. We believe strongly
41 in the need to support the arts, as a whole, in this town. We believe in the need to support the
42 ability for artists to live among us. But "popping up" an arts campus will not allow art to flow
43 freely and naturally through the community. Has the Council given any thought to increasing
44 RAP grants through the tourism dollars that we're anticipating will pay for much of the proposed
45 district? Creating a different kind of additional support structure? Our existing arts institutions
46 will need much more help to recover from the impacts of the pandemic. And in the horrific-yet-
47 plausible possibility that another crisis besets our community or our country, they won't survive.

1 How are we, as a community, working together to strategically shore up these cultural centers,
2 and the humans who run them? How are we guaranteeing their staffs will have a low-carbon-
3 impact and affordable commute to their jobs? The visioning process yielded climate-friendly and
4 affordable livability among its top goals. Let's not lose sight of that. One thing is certain, a little
5 bit of a lot of things, plopped in the center of our traffic corridors will do nothing to help us solve
6 these issues. Let's work together to find ways to bolster and grow the arts while addressing
7 these other priorities."

8
9 Everitt answered some questions from the hearing chat window. He noted restrooms would be
10 planned in the district. The number of food vendors hadn't been decided, but the City would set
11 a policy for vendors. There would be onsite management and storage would be part of the
12 design. Regarding the housing cost per unit, many factors went into the cost and there were
13 many opportunities to value engineer that aspect. The TRT revenue in the bank that was
14 currently available for the project and what was anticipated going forward was \$5.6 million.
15 Corporate naming was not considered for financing the project to date. He indicated having
16 housing onsite added vitality to the district. The housing was not designated for artists and
17 Council would have to make that decision. There was designated short-term artist housing. He
18 stated the City signed letters of intent with the Kimball Art Center and Sundance and it was
19 presumed they would acquire their portions of the land. If the project was approved, those sites
20 would be nailed down quickly.

21
22 Mayor Beerman stated there was no plan to move forward without a commitment with the City's
23 partners.

24
25 Mayor Beerman closed public hearing.

26
27 Council Member Joyce stated he was the outlier with financing concerns. He thought the project
28 would eliminate the City's flexibility with capital projects. He thanked the Budget Department for
29 putting a financial plan together that would be discussed at tomorrow's meeting. Council
30 Member Worel thanked all for taking the time to comment and send emails. Council Member
31 Doilney indicated Council was not making a firm decision on this now because they were
32 thinking it through. The Council and staff tried to make this project and process as transparent
33 as possible. He encouraged public participation. Council Member Henney stated he responded
34 to residents' emails and he stated their voices were heard. There was concern that people
35 couldn't express their true feelings and he stated that was false. Many Council members actively
36 sought public input and promoted engagement. Council Member Gerber also thanked those that
37 attended and commented. She emphasized the City would not bond against property taxes, but
38 there could be a bond against TRT revenue.

39
40 **V) ADJOURNMENT**

41
42 With no further business, the meeting was adjourned.
43
44
45

Michelle Kellogg, City Recorder



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

April 1, 2021

The Council of Park City, Summit County, Utah, met in open meeting on April 1, 2021, at 3:30 p.m. The meeting was a remote, electronic meeting due to the declared public health emergency.

Mayor Beerman read the Determination of Substantial Health and Safety Risk.

WORK SESSION

Special Service Contracts (SSC) Update:

Josh Miller, Budget Department, presented this item. He reviewed that over the past couple years the contracts were revised to make them align with the City's social equity priority. He displayed a list of potential categories, including housing, education, inclusion, workforce development and community, and art and culture, and noted none of these categories received funding in 2020. Council Member Worel noted there was a housing problem for seniors as they transitioned/downsized in the community. Miller indicated the typical timeline was to distribute the RFPs in March, coinciding with the budget process. He thought delaying the RFPs might give time for the community to normalize post-pandemic, nonprofits might have a better idea of services they could provide, and it might minimize fundraising fatigue.

Mayor Beerman stated money had been held back in case of additional pandemic needs and he asked if there was money available. Miller stated there was \$250,000 in FY2021, but it couldn't be carried over to FY2022. This discussion was focusing on FY2022 funding. Council Member Joyce clarified Emergency Contingency funding was used instead of SSC money in FY2021 because of the strings attached with SSC money.

Council Member Worel stated the arts organizations were disproportionately affected during the pandemic and asked if the committee had reached out to all the nonprofits. Council Member Gerber stated she reached out to a few arts organizations and they indicated they were running on lower budgets and they would survive, and that meeting the health and welfare needs of the community was the first priority. Council Member Joyce explained two questions were evaluated: should the money be COVID relief money or social equity money. The things they saw helped the committee decide to return to social equity contracts in FY2022. Council Member Henney thought delaying

1 the RFPs would help make the decision to transition from COVID relief to social equity.
2 He asked if the allocated funds for regular contracts was adequate. Briggs stated
3 sufficient funding was a matter of opinion, but funds were allocated based on past
4 contributions to the nonprofits. He thought the new allocation process was very
5 successful.

6
7 Council Member Doilney was onboard with delaying the funding until fall. He could see
8 organizations being creative with the funds they had. Council Member Worel indicated
9 the funds normally had to be spent by June 30, and asked if those funds could be
10 extended if the organizations received funding in fall, but couldn't spend it until the
11 following summer. Council Member Joyce stated there was flexibility with spending the
12 funds.

13
14 **January 2021 Sales Tax Update:**

15 Jed Briggs, Budget Manager, presented this item and reported that Fitch Rating
16 Company confirmed the City's bond rating of AA+ and he was pleased with the City's
17 financial strength. Regarding the City's sales tax numbers, they were down nine percent
18 for the entire fiscal year, which was positive. For January, the sales tax was 27% lower
19 than last year because the Sundance event did not happen live. He was interested in
20 seeing the sales tax numbers going forward because last March and on would show the
21 slowdown from COVID. Erik Daenitz displayed a sales tax summary from the past year
22 which compared this year's figures to last year's figures. Mayor Beerman noted property
23 tax revenue had increased, which was also good news.

24
25 **Park City Arts and Culture District - Follow Up Discussion:**

26 Council Member Joyce asked that the chat information from yesterday's public hearing
27 get forwarded to Council. David Everitt, Deputy City Manager, stated a transcript of that
28 was copied and staff was working on answering those questions. Council Member
29 Worel asked that the questions and answers be posted for public view. It was indicated
30 that all emails and communications to Council were forwarded to Linda Jager and David
31 Everitt.

32
33 Council Member Henney stated Council had the Arts and Culture District proposal and
34 there were many in the community asking if adjustments to the proposal would be
35 made. He thought it was time for Council to consider what worked and didn't work in the
36 plan and refine it. Mayor Beerman stated the group met today and in mid-April it was
37 proposed to summarize what the Council and public were concerned with, and then
38 start moving forward with adjustments. Council Member Henney stated the Council's
39 primary obligation was to provide the public with all the information so they could make
40 an informed decision. Council Member Worel stated the information was provided, but it
41 may not have been heard. She was happy to see the engagement now and it was good
42 to hear the public's concerns. She hoped the community would continue to provide their

thoughts. Council Member Joyce thought Council should discuss the opportunity costs associated with proceeding with the project.

Council Member Gerber stated there hadn't been consistency in what was presented. First a phased plan was presented, then a plan was presented on how the entire project could be funded. Now Council was at the point of deciding whether to move forward with the project and what would the area be if the project didn't go forward or what the project would look like if only a phase of it was constructed. She was concerned momentum would be lost at some point. This was a pinnacle moment and Council should start making some first step or conceptual decisions.

Council Member Doilney thought there were elements that were missed. Last night some responders stated without an Arts and Culture District, they would leave the City. Some people didn't know how they fit into Park City. Also, for years the City asked the private sector to develop affordable housing and they couldn't make it pencil. He thought the City had tried to change the zone, implement form-based code, and assert other measures to make it feasible for developers to construct something the City wanted. Information needed to be given about what the City had been doing for years before reaching this point. Many of the suggestions given last night involved things the City didn't have control over. He stated he could make a clear connection between the Arts and Culture District and social equity since there would be a lot of free events.

Erik Daenitz, Budget Analyst, discussed Capital Fund considerations in response to the question that asked if the City could sustain a historical level of Capital Fund expenses if the City committed to the Arts and Culture District project. He stated the mid-size and large capital projects which included open space acquisition and affordable housing would not be possible. Without those large projects, the historic levels of spending were manageable.

Council Member Gerber asked if the projections included the housing projects geared for those in the 30%-60% Area Median Income (AMI) range. Daenitz stated this study was modeled for those that averaged between 60%-63% AMI. Council Member Gerber asked if the open space projection included GO bonds, to which Daenitz stated it did not include GO bonds.

Mayor Beerman asked if the Capital Fund projection included the future Homestake project, to which Daenitz indicated it did not, but indicated it did show the City's historical rate of capital spending.

Daenitz stated the Lower Park Avenue (LPA) and Redevelopment Agency (RDA) had historically partnered with the Capital Fund and he displayed a chart showing a combination of those funds. The historical spending could not be maintained with the Arts and Culture District. He noted if the PEG base development were included, it would

1 help with future Capital Funds if there were no open space acquisitions or any large
2 capital projects. Only smaller and ongoing expenditures could be maintained.

3
4 Council Member Joyce noted there would be no new affordable housing money for at
5 least nine years. Even with public/private partnerships, contributions of land only was
6 not enough. Money needed to be added to a partnership. Daenitz indicated affordable
7 housing would receive \$500,000 in rental revenue per year that could be used for
8 capital projects. Everitt stated the rental revenue depended on the AMI set for the Arts
9 and Culture District. Daenitz stated one thing that reduced the margin on affordable
10 housing revenue was updated costs for the rental model.

11
12 Council Member Gerber asked if there would be additional flexibility for housing if the
13 buildings were constructed in phases. Daenitz stated the revenue levels compared to
14 expenses were too low to generate the bonding capacity within the 65% threshold for
15 additional projects.

16
17 Mayor Beerman asked what cap would be set on the Arts and Culture District if the
18 historic level of spending for Capital Fund projects was preserved. Daenitz stated the
19 Arts and Culture District would not be able to use Additional Resort Sales Tax (ARST).
20 Council Member Gerber stated Council knew at some point new funding options would
21 be needed for affordable housing. Council Member Joyce stated ARST could be used
22 for ongoing affordable housing. He thought the public/private partnership was a good
23 idea even though the City wouldn't benefit from rental revenue. He indicated with the
24 current scenario for rentals in the district, it would take years of rental revenue to make
25 the Homestake project affordable. Council Member Gerber hoped the project would
26 include a variety of AMIs. Council Member Joyce stated the average rental would target
27 60% AMI and would include a 30%-75% AMI range to accomplish that goal. He
28 indicated everyone thought the Arts and Culture District was wonderful, but the
29 fundamental question was if the City could afford it. There were many impacts in these
30 charts that hadn't been discussed, including transportation, buildings, and affordable
31 housing. Mayor Beerman stated Council would continue to discuss this in future
32 meetings.

33
34 **PARK CITY HOUSING AUTHORITY MEETING**

35
36 **ROLL CALL**

37

Attendee Name	Status
Chair Andy Beerman Board Member Max Doilney Board Member Becca Gerber Board Member Tim Henney	Present via technology

Board Member Steve Joyce Board Member Nann Worel Matt Dias, Executive Director Margaret Plane, Special Counsel Michelle Kellogg, Secretary	
None	Excused

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

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

WORK SESSION

1. Discuss Park City Mountain Base Area Development - Affordable Housing Mitigation Plan:

Jason Glidden, Affordable Housing Manager, and Kristin Williams and Nick Blayden, PEG, presented this item. Glidden reviewed the background of the development in Park City Mountain Resort which included housing for 80 employees. In 2015, there was a Master Planned Development (MPD) amendment that required 23 beds or the completion of the total housing obligation. Williams stated there were architectural changes to Parcel B which would result in very nice community housing. Phase One would include replacing up to 800 day-skier parking spots, an enhanced transit center, and the housing program. Blayden stated there would be 65 commercial units and 20 residential units. They worked with Vail and Deer Valley to create uses that would work for the City. There would be 48 condos on Parcel B. There would also be three eight-bed dorm style rental units. He explained the price breakdown based on employee income.

Glidden stated the rent calculations met the requirements. He reviewed the Council's feedback from the October 13, 2020 Housing Authority meeting and thought Williams and Blayden addressed the Council's concerns. He explained PEG proposed providing a letter of credit based on the 23-bed requirement. Williams stated the 800 parking spots would be built in an eight-month period and the housing would be constructed after that. They anticipated the project to be completed in two years and noted nothing else would be constructed until the housing received certificates of occupancy.

Board Member Worel referred to Page One, Line Three of the Housing Mitigation Plan and asked if "affordable" should have been used instead of "attainable," to which Glidden affirmed. Board Member Worel asked if there were enough employees at Vail

that could afford the for-sale units. Williams stated the employee calculations were based on base area employees, but it was opened up to the broader base area. She thought there was value having a variety of AMLs for the rentals and for-sale units.

Board Member Worel asked Glidden how long an individual would be required to stay in a City rental unit. Glidden indicated people were in those units a minimum of six months, per the Housing Resolution. Williams stated employees for the winter season would be here six months, but there was a good summer season, so some employees were here year-round. If there were extra beds, they would open beds to nonprofits that needed help in the summer.

Board Member Gerber asked if the for-sale units would be available to only employees at the base or to area employees in general. Williams stated priority would be given to the base development employees, then Park City Mountain Resort (PCMR) employees, and then the community in that order. Board Member Gerber asked how many units would be rented. Blayden stated 60 units and the three dorm style units would be rented and the rest would be for sale. Board Member Gerber asked if this met the needs of the resort or would more units be needed. Williams stated they were following the guidelines and keeping the project onsite, per the City's request. They were hopeful this project would be an inspiration to other employers to help with employee housing.

Board Member Joyce thought there should be a commitment from PEG, in addition to having a certificate of occupancy, to have the units ready to rent or sale before constructing the market rate units. Board Member Doilney agreed with Board Member Joyce. He commended PEG for their commitment to housing.

ADJOURNMENT

REGULAR MEETING

I) ROLL CALL

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

II) SWEARING IN CEREMONY

1. Police Swearing-In Ceremony for Officer Brandon Smalling, Sergeant Danielle Snelson and Lieutenant Robert McKinney, & Accreditation Presentation by Utah Chiefs of Police Association:

Val Shupe, Utah Chiefs of Police Association, stated Park City Police Department had taken the 185 steps to become accredited. The standards included complying with City, State and Federal policy. There were only 13 accredited cities in the State and there were others working towards accreditation. He congratulated Chief Carpenter and his staff for accomplishing this accreditation. Chief Carpenter thanked Captain Phil Kirk, Malena Stevens, and Chelsea North for their efforts in getting this accreditation.

Mayor Beerman swore in a full-time police officer, Brandon Smalling. Danielle Snelson was being promoted to sergeant and Robert McKinney was promoted to lieutenant, and they were sworn in as well.

III) COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments:

Council Member Joyce indicated the State was doing a great job getting the population vaccinated. Council Member Worel read part of an update from Janna Young, Deputy County Manager, that indicated there were no new COVID cases for those over 70 years old in last 35 days. She also indicated 30% of Summit County residents were completely vaccinated. She noted the State did not allow counties or cities to maintain a mask mandate after the State ends its mandate on April 10th.

Mayor Beerman congratulated Julia Collins for receiving the Utah Transportation Planner of the Year award. He noted yesterday was National Transgender Day and Visibility. He indicated an LGBTQ+ website was launched and a task force was in place for this group. He knew there was concern that the mask mandate was ending, and not all were vaccinated and he encouraged all to continue wearing masks.

Staff Communications Reports:

1. Electric Mountain Bike Courtesy Tag Update:

Council Member Gerber was surprised to see people from the Wasatch Front applying for tags without including a reason for wanting a tag. Deters stated staff was analyzing which applicants did not answer the optional question. Plane stated there was a privacy issue regarding medical issues so staff made that question optional.

2. Monthly Budget Report - February 2021:

3. 2021 Utah Legislative Bill Tracker Report:

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

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

V) CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from March 11 and 18, 2021:

Mayor Beerman referred to the March 18th minutes, Page Two, Line 30, and indicated solar panels would be going live, but not in 2023. The City should start building in 2023.

Council Member Gerber moved to approve the City Council meeting minutes from March 11 and 18, 2021 as amended. Council Member Doilney seconded the motion.

RESULT: APPROVED

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

VI) CONSENT AGENDA

1. Request to Authorize the City Manager to Execute a Three-Year Contract Agreement for Brainier Learning Management Software, in an Amount Not to Exceed \$83,556.00, in a Form Approved by the City Attorney:

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

RESULT: APPROVED

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

VII) NEW BUSINESS

1. Consideration to Amend the Phasing Plan for Quinn's Junction Partnership Annexation Master Plan Development, Located at 4001 Kearns Boulevard:

Alex Ananth, Senior Planner, presented this item and reviewed the history of this MPD. She noted the MPD was amended once in 2013 to build out the film studio space. The applicant now requested to amend the MPD phasing plan so they could build the hotel and postpone the construction of Phases Three, Four, and Five.

Council Member Doilney asked if the parking for Phase Two was underground, to which Ananth affirmed. Council Member Worel asked if it would be an administrative change if

1 the use changed. Ananth stated it could be an MPD change, and it would come to
2 Council for consideration. She noted the application for a MPD change was withdrawn.
3

4 Council Member Joyce stated the hotel was originally allowed to be a part of the
5 campus because it was part of the film studio and everyone would stay on the campus.
6 He expressed concern because if the other phases were planned to be office and
7 residential, a hotel wouldn't be allowed there. There was a difference between having
8 an integral campus and now these separate components. Ananth indicated the old
9 phasing plan was vague. Justin Keys, attorney for developer, stated there were only two
10 phases in the original plan: the film studio and everything else. The developer thought a
11 phased plan would be good for the community. The hotel was requested at this phase
12 to accommodate film projects. He indicated they had a vested right to build a hotel.
13 Although it would be a support to the film studio, it wouldn't be limited to that use. There
14 were many allowed uses that could be put on this site. He thought affordable housing
15 would be beneficial to the community as well.
16

17 Council Member Joyce stated this was part of a complex development and he wanted to
18 make sure that any change would be seriously researched against the original intent.
19 Council Member Doilney agreed with Council Member Joyce's concern and thought if
20 the hotel was approved, it raised the bar of completing what was originally agreed to.
21

22 Council Member Worel stated during the original MPD process, it was decided that
23 other uses on the property would need to be complementary to the film studio. If the
24 current developer was considering a change of use for the film studio, that would need
25 to be a consideration for the Council. Keys stated there was no intention of changing the
26 use of the film studio.
27

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

31 Council Member Henney questioned the phasing of the buildout and thought the
32 phasing was disrupting the intent. He had concerns with separating a hotel from
33 everything else. Harrington reviewed there was initially only one potential buyer for the
34 entire site, but they did not purchase the property. The property could be broken up into
35 different phases. This request was swapping the hotel phase. Council Member Henney
36 thought phasing was part of the approval and he asked what authority the Council had
37 to approve or deny the phase proposal. Harrington stated there was some discretion,
38 but it couldn't be arbitrary. The intent was relevant, but there were phases in the original
39 MPD and a hotel was part of the planned phases. He thought staff could condition the
40 approval to ensure there was a tie between the hotel and the film studio. Council
41 Member Henney was more concerned that the hotel should be tied to the other phases.
42 Mayor Beerman stated Council had concern with building a hotel only to have a change
43 in use for the film studio. He asked if Keys had concerns about a change in use. Keys

1 stated his clients were happy to build the hotel and he didn't think that would impact
2 their decision. Gary Crandall, developer, indicated they were ready to present the hotel
3 last year. Keys came to him with the idea of affordable housing for part of this site to fill
4 a community need. He spent last year drawing up plans for the affordable housing
5 proposal, but it was different from the original plan and was rejected, so they went back
6 to the original intent and proceeded with the hotel.

7
8 Mayor Beerman stated the previous owner had problems with the development, but
9 Crandall was a good partner to work with. Council Member Joyce supported the
10 proposed phasing, and asked if Harrington and Ananth would include in the conditions
11 of approval the acknowledgement the hotel was approved as part of the media creation
12 campus and use changes to any of the other buildings that would not be supportive of
13 the media creation campus should be considered a substantive change to the MPD and
14 should require analysis to parking, traffic, impacts, etc. Harrington stated that could be
15 added as Condition 10 subject to approval of form by the City Attorney.

16
17 Keys stated the agreement itself was confining, so this was one more statement saying
18 the City would hold the developer to the agreement. He thought if a use would be
19 allowed in the CT zone then it would be allowed under the MPD. Harrington stated that
20 it was not specified. It was a use that could be applied for under the MPD, but unless it
21 was defined in the use agreement section of the controlling documents and the MPD, it
22 would be considered an amendment.

23
24 Council Member Joyce moved to amend the phasing plan for Quinn's Junction
25 Partnership Annexation Master Plan Development, located at 4001 Kearns Boulevard
26 with an additional requirement that there is documentation of the fact that this was being
27 approved with the understanding that this was part of the original campus MPD and
28 changes in use to any of the other buildings would require serious inspection and
29 opening the MPD in a form approved by the City Attorney. Motion failed for the lack of a
30 second.

31
32 Council Member Worel didn't like piece meal planning. With an MPD, the plan should be
33 known. She agreed with Council Member Doilney the hotel would raise the bar for the
34 rest of the MPD. Council Member Joyce agreed, but the hotel phase was exactly what
35 was originally proposed, just in a different order. Council Member Doilney was
36 concerned that the hotel was the one piece that was part of the bigger change they
37 were requesting. Crandall stated the hotel was discarded when they started planning
38 affordable housing, and he wondered what it was about the hotel that was
39 complementary to the new proposed design. Council Member Joyce stated there was
40 more density, with market rate housing with some affordable housing and commercial,
41 and there would be a lot more traffic. A hotel supporting a film studio campus would not
42 add to the traffic problem.

Crandall stated with the new proposal, there wasn't an increase in density and the traffic would have dropped 45% in peak hours. They worked with staff, Harrington, and Dias on the new design as well as with the community. Keys added there were over 100 affordable units in the project.

Council Member Joyce stated the City wanted affordable housing with no extra density and he didn't want to close that door if the developer was willing to discuss it further. Keys was happy to have the conversation, although previous discussions felt hostile. Harrington stated the group was great to work with and the City was willing to have further discussions on affordable housing. He stated this hotel plan would hold the development to the original intent. The alternative plan was more of a redevelopment plan and he was open to discussions.

Council Member Joyce moved to amend the phasing plan for Quinn's Junction Partnership Annexation Master Plan Development, located at 4001 Kearns Boulevard with an additional condition of approval, including documentation of the fact that this was being approved with the understanding that this was part of the original film studio campus MPD and any changes in use, phasing, or to any of the other buildings would require application for a substantive amendment and opening the MPD for review by the City Council, in a form approved by the City Attorney. Council Member Doilney seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Henney, and Joyce

NAYS: Council Members Gerber and Worel

Council Member Worel stated she was interested in making the parcel a win-win and she welcomed a discussion with the developer. She commended Crandall for being a good community partner. Council Member Gerber agreed and indicated this was an opportunity for the City to turn this parcel into a benefit to the community.

Sid Ostergaard, Elliott Workgroup, indicated this project was needed so future generations could live here. He believed it would benefit the community.

2. Consideration of a Fee Waiver Request by the National Ability Center (NAC) in the Amount of \$296,955.50:

Brittany Buchanan, Building Department Inspector Supervisor and Dave Thacker, Building Official, presented this item. Thacker stated the NAC requested a \$296,000 fee waiver. Staff requested Council approve half the amount to align with other requests. Then, as he looked at the Fee Waiver code, he noticed it restricted Council from waiving water impact fees. So the revised staff recommendation was to waive \$109,722.02 which was 37% of the impact fee cost. He noted staff met with Meeche White to discuss the revised recommendation.

Buchanan stated the request was for outdoor areas, a recreation center and equestrian center. White reviewed the NAC was a renowned leader in adaptive sports and the facility set a standard in the industry. In 2017, over 7,000 people were served. Many of those served were veterans with Post Traumatic Stress Syndrome (PTSD). Programs were offered at affordable rates, and she indicated participant fees covered 20% of the actual costs.

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

Council Member Doilney was proud to have the NAC in Park City. Council Member Worel thanked White for her vision for the NAC. She thought the NAC was integral in helping the City integrate.

Council Member Henney moved to approve a fee waiver request by the National Ability Center in the adjusted amount of \$109,722.02. Council Member Worel seconded the motion.

RESULT: APPROVED

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

3. Consideration to Extend the Main Street Dining Deck Program in 2021, and Authorize the Mayor Execute Updated Leases of City Property/Rights-of-Way with Ten Main Street Restaurants, in a Form Approved by the City Attorney:

Jenny Diersen, Special Events Manager, presented this item. She reviewed the terms of the 2021 lease, including reinstating the 2019 terms of charging \$2,160 per parking space used for the dining deck, requiring two meal services per day, having a term from April 12 to October 30, and removing the dining decks for the Arts Festival unless arrangements were made with the Kimball Art Center.

Council Member Gerber asked how the decks worked being so close together. Diersen indicated the decks would be reviewed with the Engineering Department to make sure there were no traffic problems. Council Member Henney asked if decks were removed for the Arts Festival in the past. Diersen stated some were removed based on fire lane requirements.

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

Council Member Doilney favored the April opening for dining decks and asked if that could be a permanent change in future years. Council Member Joyce stated he liked the dining deck program.

Council Member Joyce moved to extend the Main Street Dining Deck Program in 2021 and authorize the Mayor to execute updated leases of City property/rights-of-way with ten Main Street restaurants, in a form approved by the City Attorney. Council Member Gerber seconded the motion.

RESULT: APPROVED

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

4. Consideration to Adopt Resolution 04-2021, a Resolution Authorizing the Issuance and Sale of Not More than \$16,500,000 Aggregate Principal Amount of the City's Industrial Revenue Refunding Bonds, Series 2021 (United States Ski and Snowboard Association-USSA) to Refund Certain Outstanding Bonds of the City which were Issued to Refinance the Costs of the Acquisition, Construction, Furnishing, Equipping and Improvement of Land and a Building for Use as a Training and Office Facility for the USSA; and Related Matters:

Mindy Finlinson, Finance Manager, reviewed the history of this bond and indicated USSA issued the bond to take advantage of the City's tax exempt bonding ability. Repayment and the liability responsibility were completely on USSA. Randy Larsen, Bond Counsel, stated it was a discretionary use of the City to help nonprofit organizations cut costs. This resolution would authorize the bond and a public hearing would occur on April 29th.

Council Member Worel asked if the City did this with any other nonprofit. Finlinson stated this was the only conduit between the City and a nonprofit. Larsen stated there was no limit, but this was the only one the City had done. Council Member Gerber asked how much the organization would save using this method. Larsen estimated savings would be in the hundreds of thousands of dollars.

Mayor Beerman opened the public hearing.

Brooke McAfee, USSA Chief Financial Officer, via Zoom thanked the City for its time in this matter.

Mayor Beerman closed the public hearing.

Council Member Joyce asked what was being approved tonight. Larsen stated Council would vote on the resolution that would authorize public notice of a contestability period. Final bond documents would be prepared.

Council Member Gerber moved to adopt Resolution 04-2021, a resolution authorizing the issuance and sale of not more than \$16,500,000 aggregate principal amount of the City's Industrial Revenue Refunding Bonds, Series 2021 (United States Ski and Snowboard Association-USSA) to refund certain outstanding bonds of the City which

were issued to refinance the costs of the acquisition, construction, furnishing, equipping and improvement of land and a building for use as a training and office facility for the USSA; and related matters. Council Member Doilney seconded the motion.

RESULT: APPROVED

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

5. Consideration to Adopt Resolution 05-2021, a Resolution to Adopt Affordable Housing Guidelines and Standards for Park City, Utah, and to Repeal and Replace Resolution 25-2020 in its Entirety:

Elyse Kats and Jason Glidden, Affordable Housing Department, presented this item. Kats stated this resolution would add HOA fee language to the Housing Resolution. She indicated there were two approaches to set HOA fees, one was on square footage and the other based on the initial list price ratio by dollar. The resolution would also limit the HOA fee annual increase with a cap at 4% without petitioning the Housing Authority. An amendment would also be made to include AMI levels up to 80% as affordable.

Council Member Henney asked if both methods of assessing an HOA fee would be used. Kats indicated both methods would determine a fee and the lower fee of the two would be implemented. He asked if this applied to rentals, for-sale, or all units. Kats stated in a 100% affordable complex, they had the option of having their own HOA. Council Member Henney asked if the City had a role in that situation. Kats stated the independent HOAs would only come to the Housing Authority if they raised the fees higher than the cap. Council Member Henney asked how the HOA fee fit into the affordable equation for getting people into the affordable units. Glidden stated clarity was added in the definition of affordability to address that issue.

Council Member Gerber referred to the reference made about seed funds and asked if the City currently provided seed funds for most HOAs. Glidden stated the City had provided seed funds to help with capital when it was the developer of a project. Council Member Gerber asked if there was a formula used to determine the seed fund amount. Glidden indicated a study would be performed to determine what capital would be needed. Council Member Worel asked how the seed money figured into the subsidy for affordable housing. Glidden stated that had not been part of the subsidy in the past. Council Member Worel thought that seed money should be calculated as part of the overall cost.

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

Council Member Joyce thought the amendment was a good step in addressing HOA fees for affordable housing and mixed housing. He asked how affordable HOAs would pay for big maintenance items such as reroofing units. He hoped the fees would include

reserves for long-term expenses. Mayor Beerman requested a future addition that would include a HOA reserve study upfront.

Council Member Joyce moved to adopt Resolution 05-2021, a resolution to adopt Affordable Housing Guidelines and Standards for Park City, Utah, and to repeal and replace Resolution 25-2020 in its entirety. Council Member Worel seconded the motion.

RESULT: APPROVED

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

VIII) ADJOURNMENT

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder

Council Agenda Item Report

Meeting Date: April 15, 2021

Submitted by: Jason Christensen

Submitting Department: Public Utilities

Item Type: Staff Report

Agenda Section:

Subject:

Request to Authorize the City Manager to Execute Addenda to Two Contracts for Excavation and Water System Repair Services, in Forms Approved by the City Attorney, with Daley Excavators LLC for an Additional \$1,000,000 Not to Exceed a Total Amount of \$2,000,000; and with JWW Excavating Inc. for an Additional \$200,000 Not to Exceed a Total Amount of \$400,000

Suggested Action:

Attachments:

[Excavator Change Order Staff Report](#)

[Exhibit A: Expenditures Chart](#)

[Exhibit B: Daley Excavators Addendum 1](#)

[Exhibit C: JWW Excavators Addendum 1](#)

City Council Staff Report

Subject: Water System Excavators Addendum
Author: Jason Christensen, Water Resources Manager
Isaac Kershner, Water Distribution Manager
Department: Public Utilities
Date: April 15, 2021
Type of Item: Administrative

Recommendation

Authorize the City Manager to execute addenda to two contracts for excavation and water system repair services, in forms approved by the City Attorney, with Daley Excavators LLC and JWW Excavating Inc. in an additional amount of \$1,000,000 and \$200,000 respectively for a new total not to exceed \$2,000,000 and \$400,0000 respectively.

Background

- Public Utilities uses excavators to perform emergency repairs, typically water main breaks, and minor system repairs such as replacing a fire hydrant, limited length of mainline or individual service lines.
- Major system repairs and new infrastructure are bid and awarded separately under individual contracts.
- In order to better manage compliance with our purchasing policy and manage risk the City entered into a multi-year contract with three excavators as discussed in this [March 5, 2020 staff report](#).
- On March 5, 2020 Staff proposed a 2 year 9 month contract (April 2020 to December 2022) and anticipated an average monthly spend rate of at or below \$37,500 per month.
- The actual spend rate as of February 2021 is \$81,818 per month.
- The difference is attributable primarily to a focus on reducing water loss.
 - o 55% of spending has been reactionary or emergency repairs. (See Exhibit A)
 - o This is likely driven by four things:
 1. A focus on finding and repairing breaks and leaks quickly to reduce water loss.
 2. An aging water distribution system that becomes more likely to develop breaks and leaks.
 3. Operational change from repairing leaking service lines to replacing the entire service line that was leaking, for the best long term solution.
 4. Contractors have been utilized more for water leak repairs and reactionary items to allow City Water Operators to focus more on maintenance and preventative projects, which will have long term positive benefits.
 - o 39% of spending was on proactive improvements made at locations with repeated failures or high water loss. A few examples:
 1. A portion of Centennial project (\$221,873.51)

2. Mountain Ridge Mainline Replacement (\$37,220.02) for 110 feet of water line, 3 new water services, a new fire hydrant and fire hydrant valve.
- We have approximately \$500,000 remaining under these contracts collectively.
 - o The third vendor in the March 5, 2020 authorization, Newman Construction, has had limited availability for scheduled minor system repairs. 90% or \$180,000 of their contract remains unspent and therefore does not warrant an increase.
 - Projecting this spending rate forward would require \$1,718,178 in additional authorization. Staff is requesting authorization for an additional \$1,200,000 available to be spent through December 31, 2022. If further funds are needed we will go out to procurement prior to the original contract end date.
 - A proposed increase to the existing Water Operations budget is needed to support this level of infrastructure repair and replacement. It is recommended that this level of expenditure continue as replacement of assets is needed to reduce leaks and maintain levels of service. The method of spending may change as part of a continuous evaluation process. Spending could move to an increased staffing level, redefined ops lines specific to individual asset types, or as part of large capital replacement projects such as street rebuilds.
 - o As part of the FY 2022 budget additional Operational funds are requested for emergency repairs that may be spent under this contract. Regardless of the result of this request staff will manage this contract to spend within authorized budgets.
 - Alternatives to this change order:
 - o Decrease minor system repairs.
 - As previously discussed with Council the City operates an aging water distribution network. After 3 Kings Water Treatment Plan is brought online the water department's focus will become asset management and asset replacement of this network. Deferring these minor repairs contributes to water loss, as leaks run for longer periods, decreased customer service, and contributes to large work backlogs. Staff is not recommending this alternative.
 - o Bring in house a portion of the services provided by excavators
 - These excavators provide the ability to quickly scale up resources during emergency breaks. For example in early January 2021 during a break event we had all three excavators on site making repairs along with our two in-house crews. The excavators also bring with them equipment that the City occasionally needs, but would be required to purchase, maintain, and store at a covered facility if not for these contracts. Finally these excavators provide flexibility in that they can be scheduled when we need them, but during down periods the City is not paying them. Further, the billed amount from these excavators can include materials and supplies, a cost that would remain the same if these items were completed by the City. Staff will continue to evaluate where the tipping point is, but at this time does not believe we have reached that point.
 - o Re-procure services

- This contract was awarded after a website notice and invitation to submit qualifications in early 2020. No dollar amounts were discussed in the notice, and amounts were set after firm select at the City's sole discretion. It is not anticipated that re-posting would change the set rate schedules provided approximately a year ago.

Funding

- This funding is from water service fees.

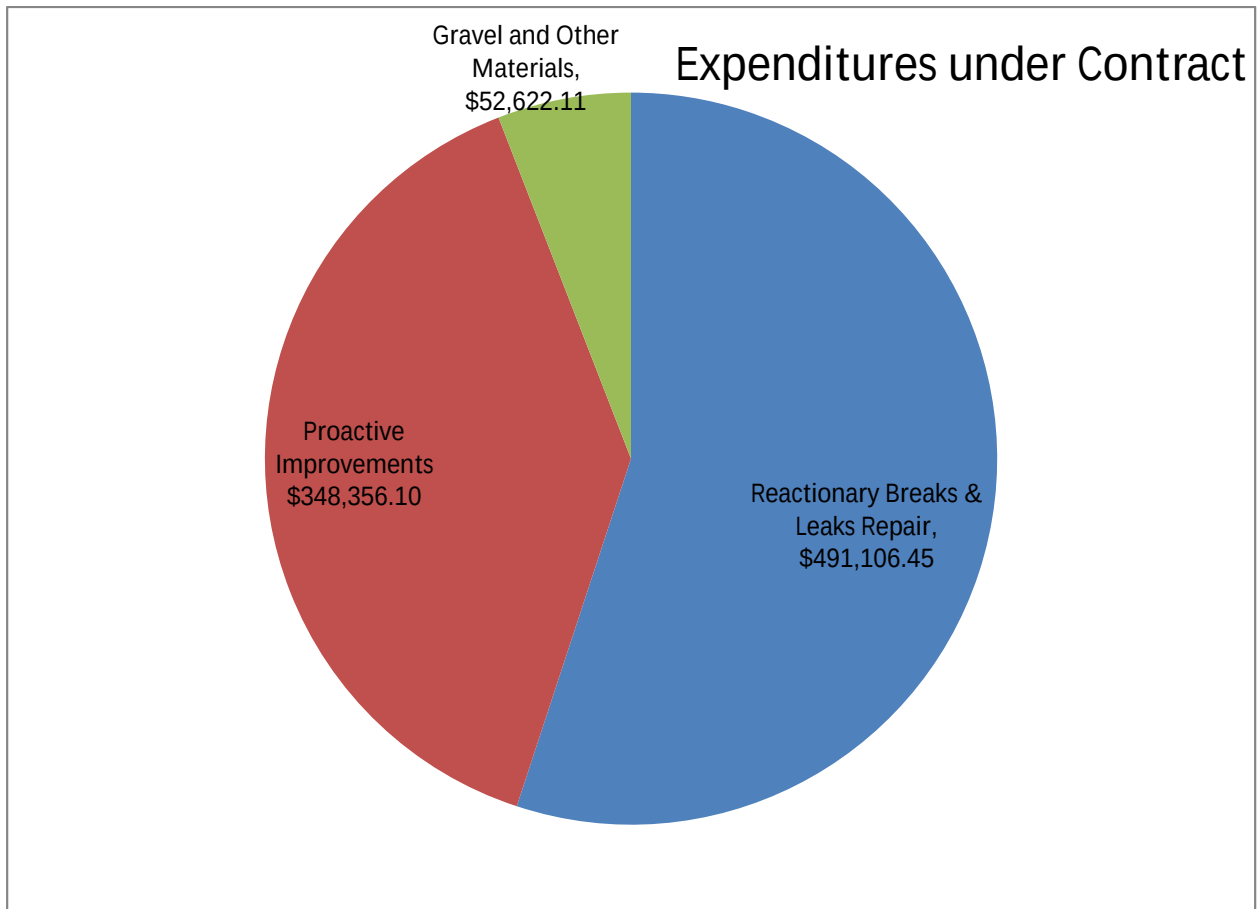
Exhibits

Exhibit A Expenditures Pie Chart

Exhibit B Daley Excavators Addendum #1

Exhibit C JWW Addendum #1

Exhibit A:



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

This FIRST ADDENDUM is made and entered into in duplicate this ____ day of _____, 20____, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, (“City”), and DALEY EXCAVATORS, a limited liability company, (“Service Provider”), to amend the Park City Municipal Corporation Service Provider/Professional Services Agreement signed and executed by the parties on April 17, 2020.

WITNESSETH:

WHEREAS, the parties entered into a Park City Municipal Corporation Service Provider/Professional Services Agreement on April 17, 2020, (hereinafter “Original Agreement”);

WHEREAS, this contract is intended to provide as needed and emergency excavator support;

WHEREAS, the parties desire to amend the Original Agreement to provide One Million Dollars in additional funds during the term of the Original Agreement.

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. **SCOPE OF SERVICE.** The Scope of Services shall be amended as follows:
The total fee for the Project shall not exceed **Two Million Dollars (\$2,000,000.00)**

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 13 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:

Daley Excavators, a Utah limited liability company
6460 Mountain View Drive
Park City, UT 84098
Tax ID#: 87-0578418
PC Business License #:_BL_002878_____

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____, _____ (name of document signer) 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 _____ (Title or Office) of Daley Excavators, a Utah limited liability company, and that said document was signed by him/her on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members, and he/she acknowledged to me that he/she executed the FIRST ADDENDUM TO PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT.

 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: _____

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

This FIRST ADDENDUM is made and entered into in duplicate this ____ day of _____, 20____, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, (“City”), and JWW EXCAVATING, a Utah corporation, (“Service Provider”), to amend the Park City Municipal Corporation Service Provider/Professional Services Agreement signed and executed by the parties on April 28, 2020.

WITNESSETH:

WHEREAS, the parties entered into a Park City Municipal Corporation Service Provider/Professional Services Agreement on April 28, 2020, (hereinafter “Original Agreement”);

WHEREAS, this contract is intended to provide as needed and emergency excavator support;

WHEREAS, the parties desire to amend the Original Agreement to provide One Million Dollars in additional funds during the term of the Original Agreement.

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. **SCOPE OF SERVICE.** The Scope of Services shall be amended as follows:
The total fee for the Project shall not exceed **Four Hundred Thousand Dollars (\$400,000.00)**

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 13 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:**JWW Excavating**, a Utah corporation

923 Empire Ave

PO Box 1265

Park City, UT 84060

Tax ID#: 87-0513764

PC Business License #: _BL_017124_____

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____, _____ (name of document signer) 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 _____ (Title or Office) of JWW Excavating, INC., a Utah corporation, and that said document was signed by him/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 he/she executed the FIRST ADDENDUM TO PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT.

 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: _____

Council Agenda Item Report

Meeting Date: April 15, 2021

Submitted by: Matt Twombly

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Request to Authorize the City Manager to Execute a Construction Agreement in a Form Approved by the City Attorney's Office with Texas Environmental Plastics, LTD, for the Park City Soils Management Facility - Cell 1 Liner Installation Project, in an Amount Not to Exceed \$308,990.70

Suggested Action:

Attachments:

[Soils Management Facility Cell 1 Liner Award Staff Report](#)

[Exhibit A: Liner Bids](#)

[Exhibit B: Letter from Texas Environmental Plastics](#)

City Council Staff Report



Subject: Soils Management Facility – Cell 1 Liner Installation
Author: Matthew A. Twombly
Department: Sustainability
Date: April 15, 2021
Type of Item: Administrative – Award of Contract

Recommendation

Authorize the City Manager to execute the Construction Agreement on a form approved by the City Attorney's Office with Texas Environmental Plastics, Ltd., for the construction of the Soils Management Facility – Cell 1 Liner Installation project in an amount not to exceed Three Hundred Eight Thousand Nine Hundred Ninety and 70/100 Dollars (\$308,990.70).

Background

On February 25, 2021 staff updated Council regarding the permitting and development of the Park City Soils Management Facility (Soils Repository) ([link](#) to meeting report). The first phase of construction of the repository includes the earthwork and liner installation of Cell 1. The liner was bid first in order to lock in and schedule the purchase of the liner material as the plastics market is currently extremely volatile.

Currently staff and Intermountain Geoenvironmental Services Inc. ("IGES") are preparing the bid packages for the earthwork portion of the Cell 1 construction. Staff anticipates having the Cell 1 earthwork construction documents and bid package ready to advertise within the next two to three weeks. The earthwork portion of the construction is critical for the liner installation; however, unlike the purchase of plastic liner material, the earthwork contractor can mobilize as soon as the contract is executed likely in May 2021.

Analysis

Staff advertised the Soils Management Facility – Cell 1 Liner Installation project in the Park Record on March 3rd and 6th 2021, in the Deseret News on March 5, 2021, the Utah Legal Notices website, and the City's website. The sealed bids were opened and read aloud on March 26, 2021.

There were three bidders on the project. Texas Environmental Plastics Ltd. ("TEP") was the apparent low bidder at the bid opening. Upon further review of the bids, all three of the bidders stipulated in their bid proposals that they could not hold the material manufacturing and supply costs of the plastic liners until the Council award on April 15, 2021. Staff and IGES have been in contact with the representative from TEP (as the low bidder) regarding the bid prices of the materials. TEP was able to renegotiate with their manufacturers and hold their prices on two of the plastic liners until notice of award on April 15. Because the manufacturer of the required HDPE liner would not hold their price to TEP, TEP has requested a \$5,185.80 price adjustment to their bid. This is an

8% increase since the bid opening. Please see their letter regarding plastics market conditions and bid pricing (Exhibit B). Furthermore, at their own risk, TEP has placed an order for this material at the increased price in order to avoid any additional price increases prior to the award by City Council.

In review of the three bids, where all three bidders took written exclusion to holding their unit bid prices for the material supply section of the bid form, staff found the bid of \$303,804.90 and the increase to the HDPE materials of \$5,185.80 by Texas Environmental Plastics, Ltd., is the lowest responsive and responsible bid. From the City's bidding policy of Formal and Competitive Bidding Provisions:

4. Award of Contract: After bids are opened, and a determination made that a contract be awarded, the award shall be made to the lowest responsible bidder. "Lowest responsible bidder" shall mean the lowest bidder who has substantially complied with all prescribed requirements and who has not been disqualified as set forth herein.

The breakdown of bids is outlined below:

Bidder	Material Supply	Installation	Total Bid
Texas Environmental Plastics Ltd.	\$232,637.40	\$71,761.50	\$303,804.90 <u>\$5,185.80</u> \$308,990.70
H2J Liners LLC.	\$264,391.81	\$61,132.00	\$325,523.81
International Lining Technology Inc.	\$285,062.57	\$105,648.70	\$390,711.27

The engineer's estimate was \$230,000 for furnishing and installing the Cell 1 liner. The low bid by Texas Environmental Plastics, is approximately 24% higher than the estimate developed in October of 2020. The prices of plastics have become significantly inflated and remain volatile due to the recent increased demand and prices of oil, as well as the extreme weather conditions this winter in Texas and the South. Prices are projected to continue to escalate, and in order not to delay the project or incur additional costs, staff strongly recommends awarding the contract to TEP, and proceed with the Soils Repository project.

Funding

The Soils Management Facility – Cell 1 Liner Installation project funds are budgeted in the Soils Repository CIP account.

Attachments

Exhibit A – Liner Bid Proposals

Exhibit B – Letter from TEP regarding market and pricing

Exhibit A - Liner Bid Proposals

SECTION 1.3 - PROPOSAL

1.3.01 MATERIAL SUPPLY

A Contractor must provide all of the items listed below. Contracts will be awarded to the lowest qualified bidder.

ITEM NO.	UNITS	APPROX. QUANTITY	DESCRIPTION	UNIT BID PRICE (dollars, cents)	TOTAL AMOUNT (dollars, cents)	EARLIEST DELIVERY DATE
1	ft ²	120,600	GCL Material	\$ 0.614	\$ 74,048.40	See Pricing Note #1
2	ft ²	120,600	60-mil HDPE Liner	\$ 0.491	\$ 59,214.60	See Pricing Note #2
3	ft ²	120,600	GeoComposite	\$ 0.824	\$ 99,374.40	See Pricing Note #3
			Sales Tax ¹			
	\$		MATERIAL SUBTOTAL		\$ 232,637.40	

1.3.02 MATERIAL INSTALLATION

A Contractor must bid the installation of all of the items listed below. Contracts will be awarded to the lowest qualified bidder with the earliest completion date for all items. Bid each item based on the delivery schedule found in Section 1.2.11.

ITEM NO.	UNITS	APPROX. QUANTITY	DESCRIPTION	UNIT BID PRICE (dollars, cents)	TOTAL AMOUNT (dollars, cents)	EARLIEST INSTALL DATE
1	ft ²	120,600	GCL Material	\$ 0.142	\$ 17,125.20	
2	ft ²	120,600	HDPE Liner	\$ 0.149	\$ 17,969.40	
3	ft ²	120,600	GeoComposite	\$ 0.134	\$ 16,160.40	
4	ft	1,450	Anchor Trench	\$ 9.250	\$ 13,412.50	
			Sales Tax ¹			
	\$		INSTALLATION SUBTOTAL		\$ 64,667.50	See Note on APPENDIX A page
5	Ea	1	Mobilization	\$ 6,500.00	\$ 6,500.00	

Installation Subtotal + Mobilization \$ 71,167.50

March 3, 2021 (Bid)

5

PCSMF Cell 1 Construction

** Prices quoted do include the cost for Performance and Performance bonds.

The project completion date shall be Monday, August 2, 2021.

TOTAL BID PRICE (Material subtotal plus Installation subtotal)+ Mobilization
\$ 303,804.90

TOTAL BID PRICE IN WRITTEN WORDS \$
Three Hundred Three Thousands, Eight Hundred Four Dollars and Ninety Cents

If there is a conflict between the written and numerical amount, the written amount shall supersede.

Material Delivery Schedule attached? Yes

Tentative Work Schedule attached? Yes

Bid Bond attached? Yes

Copy of current Business License? Yes

List of proposed subcontractors? None

If ~~incorporated~~, the following information must be given:

Name Texas Environmental Plastics, Ltd. State Chartered Under Texas

By Stephen K. Danton

Address 29089 Robinson Rd

Conroe, TX 77385

Name of President
Steve Danton

listed:

Name of Secretary
Mike Sullivan

Name of Treasurer

Ann Danton

If Partnership, names of partners must be

1.3.03 MEASUREMENT AND PAYMENT

Item No. 1: Install Reinforced GCL: The unit price to be paid for this item shall be considered compensation in full for all labor, materials, and equipment necessary to place the reinforced GCL as approved by the Engineer. Material placement and construction documentation is as indicated in the QA/QC Plan. This item shall be measured and paid on a per square foot basis.

Item No. 2: Install Textured 60-mil HDPE: The unit price to be paid for this item shall be considered compensation for all labor, materials, and equipment necessary to place the textured 60-mil HDPE liner material as approved by the Engineer. Material placement and construction documentation is as indicated in the QA/QC Plan. This item shall be measured and paid on a per square foot basis.

Item No. 3: Install Drain Net: The unit price to be paid for this item shall be considered compensation in full for all labor, materials, and equipment necessary to place Drain Net as approved by the Engineer. This item shall be measured and paid on a per square foot basis.

Item No. 4: Excavate and Backfill Anchor Trench: The unit price to be paid for this item shall be considered compensation in full for all labor and equipment necessary to excavate the anchor trench utilized for liner installation as approved by the Engineer. It shall also include all costs for backfilling and compaction of anchor trench soils once liner components are installed. This item shall be measured and paid on a linear foot basis.

**STATE OF UTAH
DEPARTMENT OF COMMERCE
ACTIVE LICENSE**

Texas Environmental Plastics, Ltd.
29089 ROBINSON RD
CONROE TX 77385 7545

EFFECTIVE 08/31/2016 **EXPIRATION** 11/30/2021

REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)

7781922-5501 Contractor With LRF

S310

DBAs: None Associated

IMPORTANT LICENSURE REMINDERS:

- Your license is valid until the expiration date listed on this form.
- Please note the address listed below. This is your public address of record for the division, and all future correspondence from the division will be mailed to this address. If you move, it is your responsibility to notify us directly of the change. Maintaining your current address with us is the easiest way to ensure continuous licensure.
- This license has been issued to the business entity. Any change in the license's original entity structure requires a new license (i.e. DBA to a Corporation, etc.). Please contact the division before you make such changes.

TEXAS ENVIRONMENTAL PLASTICS, LTD.
29089 ROBINSON RD
CONROE TX 77385 7545

Please visit our web site at
www.dopl.utah.gov should you have any
questions in the future.

**STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING
ACTIVE LICENSE**

EFFECTIVE DATE: 08/31/2016
EXPIRATION DATE: 11/30/2021

ISSUED TO: Texas Environmental Plastics, Ltd.
29089 ROBINSON RD
CONROE TX 77385 7545



REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)

7781922-5501 Contractor With LRF DBAs: None Associated

S310

AIA Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Texas Environmental Plastics, Ltd
29089 Robinson Road
Conroe, TX 77385

SURETY:

(Name, legal status and principal place of business)

Lexon Insurance Company
10002 Shelbyville Road
Suite 100
Louisville, KY 40223

OWNER:

(Name, legal status and address) Park City Municipal Corporation
Office of Sustainability
445 Marsac Avenue, Third Floor
Park City, UT 84060

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of the Amount Bid

(\$ 5% of Bid)

PROJECT:

(Name, location or address, and Project number, if any)

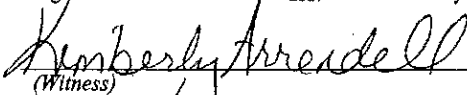
Park City Soil Management Facility Cell 1 Uner - 3821 Kearns Blvd., Park City, UT 84060

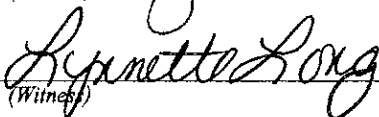
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26th day of March 2021


(Witness)


(Witness)

Texas Environmental Plastics, Ltd

(Principal)


(Title)

(Seal)

Lexon Insurance Company

(Surety)


(Title)

Amy Bowers
Attorney-In-Fact

(Seal)

Init.

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POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: **Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Lynnette Long, Amy Bowers, Deborah Neichter, Theresa Pickerrell, Sheryon Quinn, Beth Frymire, Leigh McCarthy, Michael Dix, Susan Ritter, Ryan Britt** as true and lawful Attorney(s)-in-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars (\$100,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation

By: *Richard M. Appel*
Richard Appel; SVP & Senior Counsel



Endurance American Insurance Company

By: *Richard M. Appel*
Richard Appel; SVP & Senior Counsel



Lexon Insurance Company

By: *Richard M. Appel*
Richard Appel; SVP & Senior Counsel



Bond Safeguard Insurance Company

By: *Richard M. Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public, My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT**

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 26th day of March, 2021.

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

Texas Environmental Plastics, Ltd.

Installers, Fabricators & Distributors of Environmental Lining Systems

APPENDIX A

Pricing Notes:

1. GCL manufacturer can deliver material with a lead of 4 weeks from the date of receiving the purchase order from Texas Environmental Plastics, Ltd (TEP)
2. Geomembrane manufacturer can not provide TEP with a delivery schedule. See below – Notice to clients.
3. Composite manufacturer can deliver material with a lead of 4 weeks from the date of receiving the purchase order from Texas Environmental Plastics, Ltd (TEP)
4. TEP can hold the MATERIAL INSTALLATION PRICE for 45 days; but TEP can not hold the price hold the MATERIAL SUPPLY price for 45 days. – See notice to clients

5. NOTICE TO CLIENTS:

IN RECENT MONTHS, THE VOLATILITY OF THE RESIN MARKET HAS INCREASED AS SUPPLIERS ARE EXPERIENCING A HIGHER DEMAND THAN THEIR SUPPLY CAN ACCOMMODATE. THIS VOLATILITY, COUPLED WITH THE EXTREME WINTER WEATHER ALONG THE GULF COAST, HAS CREATED A FORCE MAJEURE EVE THAT IMPACTS THE PRICING AND AVAILABILITY OF RESIN. GIVEN THIS DEVELOPMENT, MANUFACTURER/TEP CANNOT CURRENTLY GUARANTEE PRICING OR PRODUCTION LEAD TIME FOR PRODUCTS ORDERED THAT CONTAIN POLYETHYLENE AND POLYPROPYLENE

IN THE EVENT RESIN PRICING INCREASES PRIOR TO ARRIVAL AT AN MANUFACTURER FACILITY, TEP/CONTRACTOR WILL BE NOTIFIED AND PROVIDED WITH A REVISED QUOTATION. TEP/CONTRACTOR IS RESPOSIBLE FOR RETURNING A REVISED PURCHASE ORDER ACKNOWLEDGING ACCEPTANCE OF THE PRICE ADJUSTMENT. ABSENT RECEIPT OF A REVISED PURCHASE ORDER, MANUFACTURER WILL NOT BEGIN PRODUCTION OF CUSTOMER'S ORDER. UPON MANUFACTURER'S RECEIPT OF A REVISED PURCHASE ORDER, MANUFACTURER WILL ISSUE A REVISED ORDER ACKNOWLEDGEMENT TO TEP/CONTRACTOR.

TO THE EXTENT THIS NOTICE IS INCONSISTENT WITH OR CONTRARY TO COMMENTS, CLARIFICATIONS, AND/OR SPECIAL REQUIREMENTS NOTED HEREIN, AS WELL AS MANUFACTURER AMERICA'S TERMS AND CONDITIONS, THIS PROVISION SHALL SUPERSEDE THE SAME.

Earliest Installation Date:

TEP will work with the owner, upon receiving the award, on the earliest installation schedule. It will be all up to the geomembrane delivery schedule.

Owner 's Scope of Work:

Owner/Contractor shall be responsible for the following: (a) both before and during liner installation, preparing and maintaining a sufficiently smooth sub-grade and surface, so as to ensure Texas Environmental Plastics, Ltd. does not experience delays in deploying material or performing its duties under this agreement. (b) maintaining all areas, lined and unlined, in a clean and dry condition; (c) providing an adequate storage and parking area adjacent to the area to be lined; (d) scheduling and paying for any and all independent laboratory conformance, interface friction and destructive sample testing (unless otherwise agreed upon (e) scheduling and paying for any and all survey requirements on the Project, including pay quantity surveys, if any (k) providing sand for sandbags.

PROPOSED WORK SCHEDULE

Texas Environmental Plastics, Ltd

03/24/2021

PARK CITY - SOIL MANAGEMENT FACILITY - CELL 1 LINER INSTALLATION

Scope of Work	*	1	2	3	4	5	6	7	8	9	10	11
Notice to Proceed												
Submittals												
Material Shipping *												
Crew on Site **												
Subgrade Acceptance (Daily)												
Dig and Backfill Anchor Trenches												
GCL Installation												
60 mil HDPE Sheet Deploying												
60 mil HDPE Sheet Weld												
60 mil HDPE Sheet QC & Repairs												
Composite Installation												
Site Clean Up												
Final Walk Through												
Site Demobilization												

* Scope of work to be done with minimum of 3 weeks after the notice of award



Park City Municipal Corporation

**Bid Proposals for
Park City Soils Management Facility – Cell 1
Liner Installation Project**

SECTION 1.3 - PROPOSAL

1.3.01 MATERIAL SUPPLY

A Contractor must provide all of the items listed below. Contracts will be awarded to the lowest qualified bidder.

ITEM NO.	UNITS	APPROX. QUANTITY	DESCRIPTION	UNIT BID PRICE (dollars, cents)	TOTAL AMOUNT (dollars, cents)	EARLIEST DELIVERY DATE
1	ft ²	130,500	GCL Material	.57	\$74,385.00	10 weeks after contract signed
2	ft ²	126,769	60-mil HDPE Liner	.49	\$62,116.81	10 weeks after contract signed
3	ft ²	130,500	GeoComposite	.98	\$127,890.00	10 weeks after contract signed
			Sales Tax ¹			
	\$		MATERIAL SUBTOTAL		\$264,391.81	
			Note: Materials prices are only guaranteed for 7 days from time of bid. Contract must be signed to lock in price from supplier.			

1.3.02 MATERIAL INSTALLATION

A Contractor must bid the installation of all of the items listed below. Contracts will be awarded to the lowest qualified bidder with the earliest completion date for all items. Bid each item based on the delivery schedule found in Section 1.2.11.

ITEM NO.	UNITS	APPROX. QUANTITY	DESCRIPTION	UNIT BID PRICE (dollars, cents)	TOTAL AMOUNT (dollars, cents)	EARLIEST INSTALL DATE
1	ft ²	130,500	GCL Material	.129	\$16,834.50	June 5, 2021
2	ft ²	126,769	HDPE Liner	.15	\$19,575.00	June 5, 2021
3	ft ²	130,500	GeoComposite	.135	\$17,617.50	June 5, 2021
4	ft	1,450	Anchor Trench	4.90	\$ 7,105.00	June 5, 2021
			Sales Tax ¹			
	\$		INSTALLATION SUBTOTAL		\$61,132.00	

The project completion date shall be Monday, August 2, 2021.

TOTAL BID PRICE (Material subtotal plus Installation subtotal)

\$ 325,523.81

TOTAL BID PRICE IN WRITTEN WORDS

Three hundred twenty five thousand five hundred twenty three dollars and 81/100's
If there is a conflict between the written and numerical amount, the written amount shall

supersede. Material Delivery Schedule attached? ~~X~~ X

Tentative Work Schedule attached? ~~X~~ X

Bid Bond attached? ~~X~~ X

Copy of current Business License? ~~X~~ X

List of proposed subcontractors? X
~~X~~

If incorporated, the following information must be given:

Name H2J Liners LLC State Chartered Under Utah

By  Paul Stanworth CFO/Partner H2J liners LLC

Address 51 W. Center St. #603

Orem Utah 84057

H2J Liners Tax ID #46 1223067

Name of /Partner

Matt Johnson

If Partnership, names of partners must be listed:

Name of Secretary CFO

Paul Stanworth

Name of CFO/Treasurer

Paul Stanworth

Bond No. 743389

BID BOND

The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we H2J Liners LLC
51 W Center St #603 Orem, UT 84057

as Principal hereinafter called the Principal, and Old Republic Surety
a corporation duly organized under the laws of the state of Utah as Surety, hereinafter called the Surety,
are held and firmly bound unto Park City Municipal Corp.
Park City Utah
For: Soil Management Facility Cell 1 Liner Installation

as Obligee, hereinafter called the Obligee, in the sum of: Three hundred thirty five thousand two hundred eighty nine
dollars and fifty two cents.

Dollars (\$ 335,289.52), for the payment of which sum well and truly to be made, the said Principal and
the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Three hundred thirty five thousand two hundred eighty nine dollars and fifty two cents.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for
the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the
Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference
not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the
Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation
shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this March day of 25th, 2021

H2J Liners LLC
Principal
By: [Signature] (Seal) CFU/Partner
Name/Title

Old Republic Surety
Surety (Seal)
By: [Signature]
Attorney-in-Fact



51 W. Center Street #603
Orem, Utah 84057

801 592-6325 Matt Johnson
801 369-7222 Office
h2jliners@gmail.com
h2jpauls@gmail.com

Date	Bid #
3/25/2021	3203

Bill To

Park City Municipal Corp.
Office of Sustainability,
Matt Twombly Third floor
445 Marsac Avenue
Park City, Utah 84060

Ship To

Park City
Soils Management Facility
Cell 1 Liner Installation
3821 Kearns Boulevard,
Park City

Quantity	Description	Price Each	Amount
	H2J Liners will provide materials & labor for the following subject to the attached Terms & Conditions.		
126,769	Sq. Ft. 60 Mil 60 Mil HDPE Delivered	0.49	62,116.81
130,500	Sq. Ft. GCL Delivered	0.57	74,385.00
130,500	Sq. Ft. Geonet Delivered	0.98	127,890.00
130,500	Sq. Ft. 60 mil HDPE Liner Installed	0.15	19,575.00
130,500	Sq. Ft. GCL Installed	0.129	16,834.50
130,500	Sq. Ft. Geonet Installed	0.135	17,617.50
1,450	L.F Anchor Trench Dug & Backfilled	4.90	7,105.00
325,523.81	subtotal Performance & Payment Bond	0.03	9,765.71
	Note: Price of 60 mil Liner is only guaranteed for 7 days from time of bid. A contract must be awarded within 7 days of time of bid to guarantee material prices. A Purchase Order must be given to Supplier in order to lock in price . Materials will be shipped within 4 weeks of Purchased Order is given or Contract is signed. Materials Supplier: Atarfil 324 Moore Ave Suffolk, VA 23434 H2J Liners will need 10 working days to complete project subject to weather.		
		Total	\$335,289.52



Terms and Conditions

Bid # 3203

Tax ID # 46-1223067

Park City Soils Management Facility Cell 1 Liner Installation

Utah Office: 51 W. Center St. #603
Orem, Utah 84057

Texas Office: 11450 US Hwy 380
Suite 130 #298
Cross Roads, Texas 76227

Matt Johnson (801) 592-6325
h2jliners@gmail.com

Office: (801) 369-7222
h2jpauls@gmail.com

In consideration for the services Contractor or Owner will receive from the H2J Liners, and the compensation H2J Liners will receive from Contractor or Owner, the mutual promises, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereto acknowledge, the Parties agree as follows:

Responsibilities of Contractor/Others:

1. Prior to H2J Liners being on job site, Contractor or Owner is to receive and store materials in accordance with project specifications at no cost to H2J Liners.
2. H2J Liners will dig and bury Anchor Trench.
3. Contractor, Owner, or others are responsible for all de-watering, snow removal, vegetation clearing, soil sterilization (if necessary) and all earthwork (i.e. excavations, anchor trenches, backfill, etc.)
4. Sanitation and dumpster facilities are to be provided by Contractor, Owner, or others.
5. H2J Liners is not responsible for subsurface conditions such as groundwater, gas contaminants or unstable soil conditions that adversely affect the liner system.
6. All piping and concrete work is to be completed by Contractor, Owner, or others unless otherwise specified in the scope of services.
7. Hydrostatic leak testing and monitoring of the installed liner shall be performed by Contractor, Owner, or others.
8. H2J Liners will not install liner when sub-grade conditions effect deployment, seams and testing. Examples of sub-grade conditions include but are not limited to standing water, mud or bad weather conditions.

9. Materials to be paid for in full at time of delivery. No retention will be withheld on materials.
Payment may be made by direct deposit to H2J Liners : Wells Fargo Bank Routing #121000248
Account#6978801295

Initials _____

10. No retention will be withheld, unless agreed upon by H2J Liners in writing. Payment to H2J Liners is not subject to Contractor receiving payment from Owner first.
11. The cost estimate is based on having complete access to all work areas on the project. If Contractor or Owner requires H2J Liners' employees to work more than 40 hours per week, an additional fee of \$25.00 an hour per man will be charged to the Contractor or Owner.
12. Contractor or Owner shall pay H2J Liners a Standby Fee which will be assessed at \$95.00/per hour, (8 hrs. per day Monday through Friday), per man if work is stopped due to inspections, surveys, or grading not completed.

Initials _____

13. A minimum of two weeks' notice is required before each mobilization. A 20% fee will be added to the bid if Contractor or Owner wants H2J Liners to start project early without giving a two-week notice.
14. In the event additional mobilization is required, each additional mobilization will be charged at the rate of \$3900.00 per event.
15. If H2J Liners has a forklift on the job site, an additional fee of \$395.00 per day will be charged to Contractor or Owner for any delays not caused by H2J Liners.
16. Material is based off of engineer's estimates. Any material waste, overlap on seams, and anchor trench will be an additional charge, if it is not included in the bid quantity provided by the Contractor or Owner on the bid schedule. H2J Liners will charge labor for any additional materials required to complete the project at the bid price per square foot. H2J Liners will be paid for actual quantity of materials installed, and not by "Neat Line" or surveyed amounts.
17. After final payment has cleared H2J Liners account, H2J Liners will provide Contractor or Owner all QA-QC reports.

Default:

18. Failure by Contractor or Owner to abide by the terms of this Agreement, and any actions by Contractor or Owner that frustrate H2J Liners' ability to perform under this Agreement, shall constitute an immediate breach of, and default under this Agreement ("Default"), entitling H2J Liners to exercise all of its rights and remedies specified in this Agreement and as provided by law.

Insurance & Bonding:

19. Workman's Compensation Insurance is included. Waiver of Subrogation will be provided upon request.
20. General liability insurance of \$2 million is maintained by H2J Liners, with an additional Umbrella Policy of \$4 million per each occurrence. If additional insurance is required, Contractor or Owner will be responsible and charged for the increase.
21. Bonding is not included. If necessary, bonding will be in addition to the contract at a rate of 5 percent.

Warranty & Lien:

22. A one-year warranty of workmanship is included. The bid price is a non-negotiable price. If payment is not received in full, all warranties will be void and a lien will be placed on the job pursuant to applicable law.

Contract and Change Orders:

23. A signed copy of this Agreement must be received by H2J Liners before project starts.
24. Any changes made by Contractor or Owner to this Agreement without written authorization from H2J Liners will be null and void, and have no effect.
25. Any change orders must be signed by parties with authority to authorize a change order before work will proceed.
26. H2J Liners will not be bound by any terms & conditions that are in any Prime Contract between the Contractor and the Owner.

Miscellaneous:

27. Confidentiality. Each of the Parties acknowledge and agree that any information relating to the other Party's business, including pricing, which is not generally known to the public is confidential and proprietary information (hereinafter "Confidential Information"). The Parties agree not to disclose Confidential Information to third parties without prior written agreement, except as required by law or in response to a subpoena or other compulsory legal process. Both Parties shall use reasonable care to prevent the unauthorized use or dissemination of the Confidential Information by its employees, agents, and consultants.
28. Entire Agreement. This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No covenant, representation, or condition not expressed in this Agreement shall affect or be deemed to interpret, change, or restrict the express provisions hereof. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both parties.

Initials _____

29. No Assignment. This Agreement shall be binding on any successors of the parties. Neither party shall have the right to assign its interests in this Agreement unless the prior written consent of the other party is obtained, except that H2J Liners may transfer its rights to any party who acquires by sale acquisition or merger all or substantially all of the Intellectual property of or equity in H2J Liners.
30. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
31. Waiver. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
32. Applicable Law/Venue/Jurisdiction. This Agreement is governed by the laws of the State of Utah in all respects, and the Parties hereto consent to exclusive jurisdiction and venue in the courts of Utah County, State of Utah.
33. Costs and Expenses of Enforcement. In the event that either party fails to carry out its obligations hereunder, the party in default shall pay all costs and expenses, including attorneys' fees or collection costs (including any incurred in connection with any appeal), incurred by the other party in enforcing its rights or in obtaining redress for the breach or Default, whether by filing suit or otherwise.
34. By signing below, "Contractor" or "Owner" acknowledges this is a legally binding contract. These Terms and Conditions ("Agreement") are entered into between H2J Liners, LLC ("H2J Liners"), And ("Contractor" or "Owner") for work to be performed by H2J liners in relation to **Bid Number #3203**
35. Labor Bid only valid for 30 days unless signed by H2J Liners.
Material Prices only valid for 7 days unless signed by H2J Liners.

Contract Total \$ _____

"Contractor" or "Owner"

"H2J Liners"

Signature

Signature

Print Name

Print Name

Print Title & Name of Company

Print Title & Name of Company

Date

Date

Utah Business Search - Details

H2J LINERS, LLC

[Update this Business](#)

Entity Number: 8464792-0160

Company Type: LLC - Domestic

Address: 51 W CENTER ST #603 Orem, UT 84057

State of Origin:

Registered Agent: RSA REGISTERED AGENT CORP.

Registered Agent Address:

2500 NORTH UNIVERSITY AVENUE STE 100

Provo, UT 84604

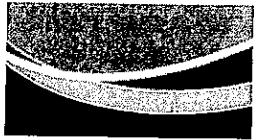
[View Management Team](#)

Status: Active

[Purchase Certificate of Existence](#)

Status: Active as of 01/08/2015

v



INTERNATIONAL LINING TECHNOLOGY

Quotation

Date: March 24, 2021

Attention: Park City Municipal Corporation

Re: Soils Management Facility Cell 1 – Park City, UT

International Lining Technology (ILT) appreciates the opportunity to submit the following bid for your consideration. We are quoting as a licensed contractor with the experience to perform the work as specified.

Scope: ILT will furnish material, labor and equipment for supply and installation of liner system components in accordance with applicable project specifications and manufacturer's standards and recommended test frequencies.

Terms of Quotation: This Quotation is expressly contingent upon the written acceptance of the terms and conditions attached hereto and are incorporated herein. The terms and conditions of this Quotation shall survive and become a part of any subsequent written agreement between the parties. **Per the manufacturers, an order needs to be in place by April 4, 2021 to lock in the price. Material price is subject to change due to the Force Majeure of resin.**

Project Schedule: This Quotation is exclusive of delays due to weather, lack of sub-grade or other factors beyond our control for completion of the liner installation. Schedule is 6 days per week 10 hours per day.

Labor Determinations: This project has been bid using current ILT Wage Rates. ILT is a non-union contractor, any union costs for ILT associated with this project will be paid by others.

Insurance: ILT will procure and maintain insurance with coverage for (1) Workers Compensation and Employers Liability; (2) Comprehensive General Liability; and (3) Automobile Liability. Owner Insurance and Safety Compliance Programs administered by third parties will be subject to additional costs.

Indemnity: ILT will indemnify and hold harmless the Owner and General Contractor from claims of loss, damage, destruction of property or injury to persons that arise from or is in connection with the work of ILT to the extent of ILT's negligence only.

Invoice Terms: ILT terms and conditions shall apply and take precedence to any and all agreements and contracts entered upon.

Project: Soils Management Facility Cell 1 – Park City, UT

Items included:

This Quotation is based on the following Specifications, Drawings and Addendums:

1. Specifications: 'PCSMF Liner Construction BID DOCS (3 3 21 Bid)' (91 pages dated March 2021) & 'PCSMF QAQC PLAN (3 3 2021 Bid)' (40 pages dated March 2021) ILT will install materials to conform to industry standards which includes allowable leak rates. Conditions required beyond these specifications are subject to additional costs and must be addressed at the time of bid.
2. Drawings: 'PCSMF Liner Pkg (BID 3-3-21)' (4 pages dated March 2021)
3. Addendums: None

Included within this Quotation are the following items:

1. Mobilization: Our quote is based on one mobilization. Any additional mobilizations will be per ILT Time and Material Rates.
2. Supply and Install Geosynthetics listed below.
3. Standard 2 year Install Warranty and Manufacturer's standard Material Warranty.
4. Taxes included at 9.05%.

Conditions of Quotation:

1. The subgrade to be lined is to be prepared and maintained by others during the construction project. The subgrade must be firm, dry and unyielding so as to permit the use of heavy equipment for the movement and deployment of geosynthetic materials. Reasonable access to be provided for the installation of materials. The General Contractor shall be responsible for protecting and maintaining the subgrade prior to and throughout all lining and all necessary dewatering. Installation of Geosynthetics over subgrade that does not meet conditions specified above will be re-estimated and reflected in a change to the agreement before installation proceeds. Acceptance of the subgrade for lining shall not alter this division of responsibility.
2. Delays caused by others will be charged standby time at the rate of \$85.00 per man-hour. This charge is not as a direct labor cost reimbursement but is to compensate ILT for its increased mobilization expenses resulting from lost time.
3. Material prices are good for materials delivered within 30 days. ILT reserves the right to pass along verifiable resin price increases and fuel cost adjustments without change order as of the time of shipment for material delivered past 30 days. Material quantities specified in ILT Quotation and/or used in a Contract Agreement shall be paid in full with no exceptions unless agreed to in writing.
4. General Contractor to have suitable quantities of subgrade prepared to not delay or impede the installation of geosynthetics and schedule. Deficiencies in agreed upon and approved subgrade before daily installation shall incur a project specific premium which will be approved by Contractor through a signed field change order before installation proceeds.
5. Quotation is based on ILT crews working at level D hazardous conditions.
6. Any work outside the original scope shall be on ILT T&M rates unless agreed to in writing.
7. ILT will comply with any schedule provided in the bid from the General Contractor for this specific project and will use its best efforts to meet any requested revisions to that schedule. ILT will not be responsible for any consequential damages as a result of delay. Project delays beyond agreed upon bid schedule date shall provide ILT the option to re-estimate project for any cost increases.
8. Force Majeure: ILT shall not be responsible for any delays, losses, costs or damages resulting from acts or circumstances beyond its control, including, but not limited to, failure or bankruptcy of material suppliers, labor disputes, fires, floods, riots, hurricanes, tornadoes, tropical storms, rain, wind, Acts of God or the public enemy, or by any other act or event beyond ILT's control. Any and all costs, including attorney's fees, in the pursuit of claims awarded ILT shall be paid by Contractor.
9. This Quotation is based upon working in favorable conditions and completion of work within the time period agreed upon at bid. Work between November 1st through April 30th and at times of extended adverse conditions will be subject to a daily rate for installation of geosynthetics and standby specific to this project.
10. Bid Bond Attached.

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Project: Soils Management Facility Cell 1 – Park City, UT

11. The following items are to be supplied by others at no cost to ILT:
- A. Sanitary facilities, sand for sand bag ballast if required, and trash removal
 - B. All required surveying
 - C. Material off-loading and storage prior to ILT mobilization. Any material damaged during off-loading or storage shall be replaced at the unit cost set forth in this Quotation
 - D. Material laydown area within 500 feet of work area.
 - E. Adequate light plants if ILT is to perform the work at night. Unit rates are subject to change if work is performed at night.
12. ILT does not provide SWPPP plans. If present, we will abide by the onsite SWPPP; all costs encountered will be paid by others.
13. ILT will be paid for actual quantities installed at the unit rates listed.
14. No permanent ballast is included.
15. Actual freight at time of shipment(s) will be billed.

Project Pricing: The pricing below includes the following work. Any additional work will be performed at time and material rates.

- All subgrade must be prepared and approved prior to ILT's arrival on site.
- Due to Force Majeure of resins, the owner needs to procure materials prior to the Notice to Proceed if the owner anticipates having this work completed prior to August 2nd, 2021.
- ILT has excluded any third party testing for the geosynthetic materials.

PRICING ON ATTACHED BID FORM

Dianna King
Estimator



**INTERNATIONAL
LINING TECHNOLOGY**

Corporate Office
850 Maestro Dr. Suite 101, Reno, NV 89511
Ph 775-284-2929
Fax 775-284-2930
Toll-Free 866-740-2929

Accepted by: _____
Date: _____

Terms and Conditions to International Lining Technology Quotation

The terms herein shall govern the work to be performed by International Lining Technology as detailed in International Lining Technology's Quotation to You. These terms are incorporated into International Lining Technology's Quotation, Subcontract, and any additional documents which are part of the Subcontract as though fully stated therein. To the extent of any ambiguity, inconsistency, and/or any conflict between these terms and conditions and any other contractual agreement, terms, conditions, or specifications, these terms and conditions shall govern.

Scope and Conditions of Quotation: Scope: International Lining Technology will furnish the material, labor and equipment for supply and installation of liner system components as detailed in the Quotation and in accordance with applicable project specifications and manufacturer's standards and recommended test frequencies. In the event that the project specifications are ambiguous or inconsistent, manufacturer's standards and/or industry standards will control the interpretation of the project specifications, and You agree You shall be responsible for any increase in the price of International Lining Technology's work if the Owner and/or You require International Lining Technology to perform its work according to an interpretation of the project specifications that conflicts with the manufacturer's standards and/or industry standards. Any work outside the original scope of International Lining Technology's work as specified in the Quotation shall be paid for by you at International Lining Technology's then-prevailing time and material rates unless otherwise agreed to in a written change order signed by the parties. Documentation: The Quotation is based solely upon the documents actually in International Lining Technology's possession at the time of giving the Quotation. You are responsible for providing International Lining Technology with all project related documents which International Lining Technology should consider in providing a bid. To the extent additional documents not provided to International Lining Technology at the time of bid reveal undisclosed conditions or requirements, You agree to pay International Lining Technology for any verifiable increase in bid price as a result of such undisclosed documentation. Expiration: The Quotation is valid for 30 days from its date and may be extended only upon written approval of International Lining Technology. You agree to pay International Lining Technology for any verifiable material price increases (including, but not limited to, increased delivery or testing costs) without the necessity of a change order for material delivered more than 30 days after this Quotation. Favorable Working Conditions: The Quotation is based upon working in favorable conditions and completion of work within the time period agreed upon at bid. The Quotation is further based upon International Lining Technology crews working at level D hazardous conditions or better. Unless expressly contemplated in the Quotation, work between November 1st through April 30th, at times of extended adverse conditions, or under more hazardous conditions will be subject to additional charges which You agree to pay (including but not limited to daily rates, standby time, increased costs, etc.).

Terms of Payment: Materials: Payment for all materials supplied by International Lining Technology is due in full from You within thirty (30) days from the date of delivery of materials. Installation and Labor: Payments are due in full from You within thirty (30) days from the date of invoice. Quantities: The material quantities specified in the International Lining Technology Quotation and/or used in the contract agreement shall be paid in full, unless otherwise agreed in writing. No reduction in the quantities specified shall be allowed after ordering of the material by International Lining Technology. Timely Payment Unconditional: Payment is due in full from You unconditioned on payment from the Owner or other contracting party, and regardless of any dispute between You and any other party. Retention Payments: To the extent the contract documents provide for the withholding of retention payments, no such retention payments may be withheld for more than thirty (30) days from the date International Lining Technology completes its work as called for herein except (1) where applicable law mandates a longer period, or (2) You have provided International Lining Technology with a timely Unresolved Dispute Notice as defined below. Default and Collection: Failure to make timely payments as called for herein constitutes a default under these terms and interest shall accrue on any and all unpaid amounts at 2% per month. You shall be liable for all costs of collection on any past due sums (including those considered "disputed work" as discussed below), including but not limited to, attorneys' fees, arbitrator's fees, filing fees, and all other related costs, as well as any consequential damages suffered by International Lining Technology due to such default.

Disputed Work Notices: Payment for any materials and/or invoice shall constitute (1) Your acceptance of such materials and/or work; (2) Your acknowledgement and agreement that such materials and/or work were timely supplied/performed in accordance and in compliance with the terms of all applicable contractual documents; and (3) Your waiver of any claims You may have against International Lining Technology (excluding warranty claims) relating to such materials/work; unless You provide written notice to International Lining Technology concurrently with such payment that such materials and/or work are the subject of a bona fide good faith dispute. You must cooperate with International Lining Technology to resolve any such dispute in a timely and prompt manner prior to the completion of International Lining Technology's work. If any disputes remain unresolved at the completion of International Lining Technology's work, you must provide written notice of such disputes (the "Unresolved Dispute Notice") to International Lining Technology within thirty (30) days of the date International Lining Technology completes its work as called for herein. Failure to provide such notice and/or acceptance of International Lining Technology's completed work by You, the Owner, and/or the engineer/project manager (as applicable) shall constitute an agreement by You that all work is accepted as is without dispute and that all warranties, expressed or implied and implied warranties of merchantability and fitness for particular purpose are hereby waived and disclaimed by the parties hereto. Any notice required under this paragraph must include a detailed description of the specific disputes at issue sufficient to allow International Lining Technology to resolve and/or rebut such dispute.

Schedule: International Lining Technology will comply with any schedule provided in the Quotation and/or any schedule expressly agreed to, in writing, by International Lining Technology. If it any time it becomes necessary to alter the schedule, You must promptly

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(within 10 days) provide International Lining Technology with the proposed revised schedule along with a detailed description of the cause for a change in the schedule. Any change in the schedule shall constitute a waiver of any "time is of the essence" clause in any applicable agreement as to International Lining Technology's work. **Change in Price:** You understand and agree that the Quotation is materially dependent upon the start date and proposed schedule provided to International Lining Technology at the time of issuance of the Quotation. Changes to the project schedule may result in a change in the prices and/or duration of International Lining Technology's work. You understand and agree that You shall be responsible for any increased costs of International Lining Technology's work resulting from a change in the schedule. Acceptance of a changed schedule shall not act as a waiver of any rights held by International Lining Technology whatsoever.

Delays and/or Standby Time: You agree to pay International Lining Technology the rate of \$_____ (or, if blank, \$125) per man-hour for any delays caused by others and/or for standby time. This charge is not as a direct labor cost reimbursement but is to compensate International Lining Technology for its increased mobilization expenses resulting from lost time and standby time.

Project Ready for International Lining Technology: You alone are responsible for ensuring the subgrade is properly prepared, maintained, and protected (including, but not limited to, dewatering) during the construction project for International Lining Technology's work. The subgrade must be firm, dry and unyielding so as to permit the use of heavy equipment for the movement and deployment of geosynthetic materials. Reasonable access to the project must be provided for the installation of materials. You are to have suitable quantities of subgrade prepared so as to not delay or impede the installation of geosynthetics and schedule. By directing International Lining Technology to commence its work, You are representing and warranting to International Lining Technology that the Owner has accepted the subgrade and that the subgrade is in satisfactory condition sufficient for International Lining Technology's work to commence. You agree to indemnify, defend, and hold International Lining Technology harmless from any and all claims related to any alleged deficiencies in agreed upon quantities and/or conditions of subgrade. You further agree to waive any claims You may have against International Lining Technology relating to any alleged deficiencies in agreed upon quantities and/or conditions of subgrade. Deficiencies in the subgrade shall incur a project specific premium which will be approved by You through a signed field change order before installation proceeds. While International Lining Technology shall have no obligation to commence its work if, in International Lining Technology's opinion, the subgrade is not ready, commencement of work by International Lining Technology (1) shall not constitute International Lining Technology's acceptance of the subgrade or agreement that the subgrade was properly prepared in any way; (2) shall not constitute a waiver of any rights owned by or obligations owed to International Lining Technology under this paragraph.

Indemnity: International Lining Technology will indemnify and hold harmless You and/or the Owner from claims of loss, damage, destruction of property or injury to persons that arise *only* from the work of International Lining Technology, but only to the extent of International Lining Technology's negligence, fraud, or intentional tortious actions.

Warranty Claims; Disclaimer of Warranties Expressed and Implied: International Lining Technology's sole responsibility for any defect or fault in its work, and its work only, shall be to repair or replace defective work at its option for a period of one (1) year after completion of International Lining Technology's work as called for herein. In no event shall International Lining Technology be liable for or responsible for the costs of uncovering any work called for herein as a part of any potential warranty claim. International Lining Technology does not warrant the work of others. To the extent International Lining Technology has been contracted to correct, complete or repair the work of others, International Lining Technology does not warrant the affect and impact of others' work on the work of International Lining Technology. All such warranties or guarantees as to materials or workmanship of or with respect to the Work shall be contained in the contract. International Lining Technology does not provide any implied warranty, found in common law or otherwise, of any nature as to any material or labor provided.

Limitation of Damages: International Lining Technology shall not be responsible for any delays, losses, costs or damages resulting from acts or circumstances beyond its control, including, but not limited to, failure or bankruptcy of material suppliers, labor disputes, fires, floods, riots, hurricanes, tornadoes, tropical storms, rain, snow, earthquakes, wind, Acts of God or the public enemy, epidemics/pandemics, acts of government or terrorism, or by any other act or event beyond International Lining Technology's control. Further, International Lining Technology is not responsible for any consequential, liquidated and/or compensatory damages, lost profits, or expenses arising from any defect, fault in material or workmanship of the work of International Lining Technology or arising from any delay claims whatsoever for any reason or under any legal theory.

Insurance: International Lining Technology will procure and maintain insurance with coverage only for (1) Workers Compensation and Employers Liability; (2) Comprehensive General liability; and (3) Automobile Liability. Owner Insurance and Safety Compliance Programs administered by third parties will be subject to additional costs.

Bankruptcy: You agree to promptly (within 10 days) notify International Lining Technology if You and/or Owner is insolvent and/or has entered into bankruptcy (whether voluntarily or involuntarily). In such event, International Lining Technology may, at its sole discretion, immediately cease work and terminate the Subcontract without any further penalties or obligations to You or the Owner.

Governing Law, Severability, and Venue: The terms and conditions of this Quotation and any contract between You and International Lining Technology arising out of this Quotation shall be governed by the laws of the State of Nevada except that any lien rights and collection remedies shall be governed by the jurisdiction of the state in which the project is located. In the event any provision of these Terms and Conditions shall be invalid, illegal or unenforceable, it shall be severed from the remaining terms which shall remain unaffected and in full force and effect. Any action brought with respect to any claims or disputes arising out of this Agreement shall be brought in the courts venued either in Nevada or the state in which the project was completed.

SECTION 1.3 - PROPOSAL

1.3.01 MATERIAL SUPPLY

A Contractor must provide all of the items listed below. Contracts will be awarded to the lowest qualified bidder.

ITEM NO.	UNITS	APPROX. QUANTITY	DESCRIPTION	UNIT BID PRICE (dollars, cents)	TOTAL AMOUNT (dollars, cents)	EARLIEST DELIVERY DATE
1	ft ²	120,600	GCL Material	\$0.714	\$86,112.19	3-4 wks upon receipt of PO
2	ft ²	120,600	60-mil HDPE Liner	\$0.621	\$74,940.18	4-6 wks upon receipt of PO
3	ft ²	120,600	GeoComposite	\$1.03	\$124,010.20	4-6 wks upon receipt of PO
			Sales Tax ¹			
	\$		MATERIAL SUBTOTAL		\$285,062.57	

1.3.02 MATERIAL INSTALLATION

A Contractor must bid the installation of all of the items listed below. Contracts will be awarded to the lowest qualified bidder with the earliest completion date for all items. Bid each item based on the delivery schedule found in Section 1.2.11.

ITEM NO.	UNITS	APPROX. QUANTITY	DESCRIPTION	UNIT BID PRICE (dollars, cents)	TOTAL AMOUNT (dollars, cents)	EARLIEST INSTALL DATE
1	ft ²	120,600	GCL Material	\$0.203	\$24,424.55	July 5th, 2021
2	ft ²	120,600	HDPE Liner	\$0.328	\$39,523.88	July 5th, 2021
3	ft ²	120,600	GeoComposite	\$0.260	\$31,412.20	July 5th, 2021
4	ft	1,450	Anchor Trench	\$7.10	\$10,288.08	July 5th, 2021
			Sales Tax ¹			
	\$		INSTALLATION SUBTOTAL	-	\$105,648.70	

The project completion date shall be Monday, August 2, 2021.

TOTAL BID PRICE (Material subtotal plus Installation subtotal)

\$ 390,711.27

TOTAL BID PRICE IN WRITTEN WORDS \$

three hundred and ninety thousand, seven hundred and eleven dollars and twenty-seven cents

If there is a conflict between the written and numerical amount, the written amount shall supersede.

Material Delivery Schedule attached? YES

Tentative Work Schedule attached? YES

Bid Bond attached? YES

Copy of current Business License? YES

List of proposed subcontractors? YES

If incorporated, the following information must be given:

Name International Lining Technology State Chartered Under Nevada

By _____

Address 850 Maestro Drive, Suite 101

Reno, NV 89511

Name of President

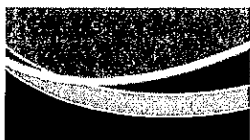
Michael Salley

listed:

Name of Secretary

Name of Treasurer

If Partnership, names of partners must be



INTERNATIONAL LINING TECHNOLOGY

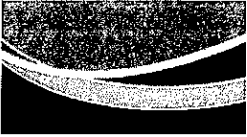
TENTATIVE DELIVERY SCHEDULE

GCL : 3-4 weeks upon receipt of a PO

60 mil DST HDPE : 4-6 weeks upon receipt of a PO

Geocomposite : 4-6 weeks upon receipt of a PO

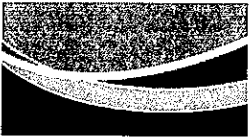
****PLEASE NOTE, THESE ARE ONLY TENTATIVE TIMELINES. THERE IS A FORCE MAJEURE FROM ALL MANUFACTURERS AND DELIVERY LEAD TIME CAN VARY****



INTERNATIONAL LINING TECHNOLOGY

TENTATIVE WORK SCHEDULE

Due to the manufacturing of materials and delivery, ILT believes the earliest tentative installation dates would be July 5th until July 14th 2021.



INTERNATIONAL LINING TECHNOLOGY

PROPOSED SUBCONTRACTORS

Chalk Creek Concrete to do anchor trench work.

**STATE OF UTAH
DEPARTMENT OF COMMERCE
ACTIVE LICENSE**

International Lining Technology, Inc
850 Maestro Dr Ste 101
Reno NV 89511-2275

EFFECTIVE	EXPIRATION
06/27/2006	11/30/2021

REFERENCE NUMBER(S) CLASSIFICATION(S) & DETAIL(S)

6239034-5501 Contractor With LRF

S310

DBAs: None Associated

IMPORTANT LICENSURE REMINDERS:

- Your license is valid until the expiration date listed on this form.
- Please note the address listed below. This is your public address of record for the division, and all future correspondence from the division will be mailed to this address. If you move, it is your responsibility to notify us directly of the change. Maintaining your current address with us is the easiest way to ensure continuous licensure.
- This license has been issued to the business entity. Any change in the license's original entity structure requires a new license (i.e. DBA to a Corporation, etc.). Please contact the division before you make such changes.

INTERNATIONAL LINING TECHNOLOGY, INC
850 MAESTRO DR STE 101
RENO NV 89511-2275

Please visit our web site at
www.dopl.utah.gov should you have any
questions in the future.

**STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING
ACTIVE LICENSE**

EFFECTIVE DATE: 06/27/2006

EXPIRATION DATE: 11/30/2021

ISSUED TO: International Lining Technology, Inc
850 Maestro Dr Ste 101
Reno NV 89511-2275



REFERENCE NUMBER(S) CLASSIFICATION(S) & DETAIL(S)

6239034-5501	Contractor With LRF	DBAs: None Associated
S310		

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE International Lining Technology

as Principal, hereinafter called the Principal, and Great American Insurance Company

a corporation duly organized under the laws of the State of Ohio

as Surety, hereinafter called the Surety, are held and firmly bound unto Park City Municipal Corporation

as Obligee, hereinafter called the Obligee, in the sum of ***Five Percent of Bid***

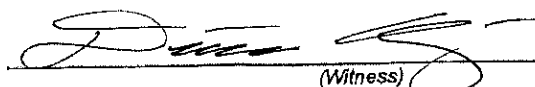
Dollars (\$ ***5% of Bid***),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

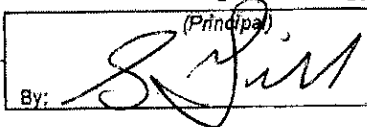
WHEREAS, the Principal has submitted a bid for Park City Soils Management Facility- Cell 1 Liner Installation Project

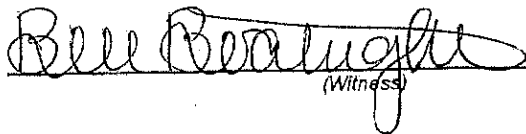
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 23rd day of March, 2021

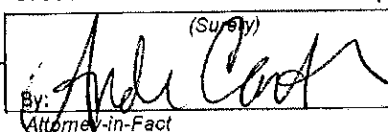

(Witness)

International Lining Technology

By:  (Principal) (Seal) PUA (Title)


(Witness)

Great American Insurance Company

By:  (Surety) (Seal) Andrea Cantlon, Attorney-In-Fact (Title)

Surety Phone No. 775-336-1987

STATE OF Nevada

COUNTY OF Washoe

}

On March 23, 2021, before me, Breanna Boatright, Notary Public
(here insert name of notary)

personally appeared Andrea Cantlon
(name(s) of Signer(s))

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Breanna Boatright (SEAL)



This area for Official Notarial Seal

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than FIVE

No. 0 21605

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
NICK ROSSI	ALL OF	ALL
TERI WOOD	RENO, NEVADA	\$100,000,000
PATRICIA OWENS		
ANDREA CANTLON		
BREANNA BOATRIGHT		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 19TH day of FEBRUARY, 2021



Atty L C. B.

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 19TH day of FEBRUARY, 2021, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 23rd day of March, 2021



Atty L C. B.

Assistant Secretary

Texas Environmental Plastics, Ltd.

Installers, Fabricators & Distributors of Environmental Lining Systems

April 5, 2021

Matthew Twombly
Park City Municipal Corporation
445 Marsac Ave.
Park City, UT 84060

Re: Material Pricing and Availability

Dear Mr. Twombly;

I am writing to explain, confirm, the current market situation in regards to pricing, and availability of geosynthetic materials. At the end of 2020, both polyethylene, and polypropylene were increasing in cost due to supply issues. Polyethylene not as bad as Polypropylene, but there were increases. The winter storm that hit Texas in February magnified this issue. The supply chain was wrecked from top to bottom because of it. Liner manufacturers were, and still are only holding pricing for 7-10 days. When we bid this project, the low prices that we used for the materials had an expiration of March 30, 2021 for the liner, and April 5th, 2021 for the GCL, and the Geo-composite. We included with our bid, **The Pricing Note** from the liner manufacturer explaining the current market situation. When we were contacted by Brett Mickelson on the 31st of March, the low liner price quote had already expired on the previous day. After speaking with Brett, and yourself, we asked the low priced liner manufacturer if they would honor their pricing until at least the 16th of April that we had been given verbal notification that we would be awarded the project. We were told no, that pricing had already increased, and was given a new quote. This new quote amounted to an increase of \$5,185.80. Having this information, we looked at the other manufacturers that did agree to hold their pricing until April 16th, 2021 and see if we could reasonably go with one of the other material bids that we had, and not have to increase, or at a minimum, keep any increase to a minimum. The other material costs for liner was \$10,000 more for liner than we utilized for our bid. As it stands, we have the lowest price for materials. The material will need to be shipped as soon as it is made, which may be as soon as the end of April, or as late as the middle to end of May. We have sent Purchase Orders in, in an effort to prevent any additional increases.

We look forward to working with Park, City on this project.

If you should have any further questions, please do not hesitate to contact me.

Very Sincerely,



Russell Wells

Council Agenda Item Report

Meeting Date: April 15, 2021

Submitted by: Julia Collins

Submitting Department: Transportation Planning

Item Type: Staff Report

Agenda Section:

Subject:

Request to Authorize the City Manager to Execute a Professional Services Agreement, in a Form Approved by the City Attorney, with Horrocks Engineers, Inc., to Provide a Project Management and Grant Support between 2021-2024 for Park City Municipal Corporation, in an Amount Not to Exceed \$145,000

Suggested Action:

Attachments:

[Project Management Staff Report](#)

[Exhibit A: Scope of Work](#)

Subject: Request to Authorize the City Manager to Execute a Professional Services Agreement, in a Form Approved by the City Attorney, with Horrocks Engineers, Inc., to Provide a Project Management and Grant Support between 2021-2024 for Park City Municipal Corporation, in an Amount Not to Exceed One Hundred Forty-five Thousand, Dollars (\$145,000)

Author: Julia Collins, Senior Transportation Planner
Alex Roy, Senior Transportation Planner

Departments: Transportation Planning, Engineering, and Transit

Date: April 15, 2021

Type of Item: Administrative

Summary Recommendation

Staff recommends Council authorize the City Manager to execute a Professional Services Agreement (PSA), in a form approved by the City Attorney, with Horrocks Engineers, Inc., to provide project management and grant writing support for three years in an amount not to exceed to Exceed One Hundred Forty-five Thousand, Dollars (\$145,000).

Background

Park City Municipal Corporation constructs, owns and operates a multimodal transportation system that is ever changing due to rapid regional growth and development of new technologies. Now more than ever staff is looking at the federal, state and local level for grant opportunities to advance Park City's aggressive transportation goals and capital projects. By way of example, in 2021, staff is applying for 16 grants totaling over \$24 million dollars to support projects such as the Quinn's/SR248 Park and Ride Phase II, Rail Trail expansion, Arts and Culture active transportation, transit amenities and complete street network, the 100% electric conversion of the transit fleet, and the Park Avenue Complete Street project.

In order to support the growing multimodal transportation system, staff recommends authorizing a three-year project management and grant support contract with Horrocks Engineers. This contract will provide staff with outside resources on policy development, project management and grant writing to maximize staff's efficiency in implementing and advancing meaningful transportation capital projects. Competitive grant opportunities, policy and project changes arise throughout the year. Third party support would allow dedicated resources, garner strategic approaches and advance grant competitiveness. The amount specified in this report is for three years of support to allow for the ebbs and flows of project management and the grant writing season. A detailed project scope can be found in Exhibit A.

In fall of 2020, Park City staff developed a transportation specific selection process for a consultant "Project Management" pool according to City procurement policy which locked in competitive pricing for a three-year period. Due to the professional and personnel qualifications, Horrocks Engineers was selected from over eleven consultants as the most qualified firm for this work. Horrocks Engineers has a breadth of experience working in cities across the west and a strong reputation for implementing critical projects across the state.

Based on discussions between Horrocks and Park City Municipal Corporation, this contract will offer the following services to Park City:

- Manage and provide policy direction for specific planning and capital projects for PCMC.
- Develop materials and write grant applications for critical capital projects.
- Assist with implementation of transit/walking/biking initiatives and policies.
- Liaise with Utah Department of Transportation (“UDOT”) or other local, regional, and federal transportation agencies.
- Inform on current statewide discussions and potential legislation that could impact Park City.
- Be a lead project manager on critical transportation initiatives
- Conduct research, develop policy positions, write policy papers, and inform on transportation advocacy efforts.
- Help market the transportation program.
- Speak publicly before transportation professionals and the general public.

Funding Source

Funding for this project will be allocated from the Transportation Planning Department contracts operations budget and where applicable the 10% administrative costs awarded through Federal, State and County grants.

Attachments

Exhibit A Scope of work

Park City Municipal Project Management Support Services

Executive Summary

Brief Description

Horrocks will provide project management services on a variety of projects, grant writing and planning efforts for Park City Municipal Corporation. The primary role will be to work with the transportation planning department and other city staff as a representative and liaison to advance a variety of projects and provide supplementary staff resources on an on-call basis.

Schedule

This contract will extend from the Notice to Proceed (NTP) date through December 31, 2021, and may be renewed or extended on an annual basis as needed through December 31, 2023. It is assumed that the hourly rates provided are valid December 31, 2021, and will be based off the rate table as provided in the December 7, 2020 Statement of Qualifications for Park City's Transportation Consultant Pool.

Staffing

Overall coordination and management of the specific duties for this contract will be under the direction of the Park City Project Manager Alex Roy. While some staffing needs are unknown at this time, a table of likely support staff are included below with rates and will be assigned to work on projects on an as-needed basis. Additional staff will be utilized as needed to complete tasks as assigned.

Name	Role	Rate
Alexis Verson	Project Manager	\$185
Rob Sunderlage	Engineering/Design	\$225
Mardi Pearson	PI	\$154
Zach Scott	Urban Design/LA	\$138
Aaron Thorup	Graphics	\$101
Derrick Sharp	GIS	\$187
Annalisa Noe	Grant Writing Support	\$135
Brittany Aguirre	Finance Department Support	\$144
Cathy Laycock	Office Administration	\$104
Shane Marshall*	As Needed Support	\$299

**Shane Marshall has limited availability, but given previous role as UDOT Deputy Director, can be available for UDOT facilitation and strategic direction, review of agreements/deliverables, policy development/review, liaison roles, and other support items as needed.*

Assumptions

It is assumed Horrocks staff will not participate in or present at any City Council meetings or work sessions.

Contract Type

This contract will be performed as a monthly retainer from NTP to June 30, 2021. Any work assigned after June 30, 2021 will be billed on an hourly basis using the rates outlined in the table above. It is assumed that funds collected by Horrocks during the retainer portion of the contract will be expended prior to the implementation of an hourly rate structure for billing.

1. Retainer Fee

- From NTP through June 30, 2021 Horrocks will invoice Park City \$18,333 per month as a retainer fee for the services outlined above.
- Invoices will be submitted at the end of each month (April, May, & June) totaling \$54,999.
- Work will be tracked on an hourly basis and funds remaining from the retainer fees will be used before implementing the hourly rate structure.

2. Hourly Rate Structure

- Horrocks will bill any additional work as assigned on an hourly basis using the rates provided in the December 7, 2020 Transportation Consultant Statement of Qualifications.

3. Direct Costs

- Direct costs incurred to provide these services will be billed as a direct expense on a Time & Material basis and marked up 10%. Such expenses may include printing, public noticing, mailers, and other miscellaneous costs.
- Mileage will be billed at current Federal rate of \$0.73 per mile.

Scope of Work

Activity 00 – Project Management

1. Administration

Monthly invoicing and contract administration during active months in the contract (assume up to 9 months/invoices).

2. Horrocks In-House Team Meetings

Administer internal coordination meetings with various Horrocks team members on an as-needed basis to assure delivery of high-quality work to the client.

3. Horrocks & Client Meetings

Facilitate and attend internal meetings with the Park City PM Alex Roy on a bi-monthly basis from NTP to July 31, 2021 (assume approximately 8 meetings), and on an as needed basis beginning August 1, 2021.

4. Administer QC for all Deliverables

5. Monthly Reporting

A summary report covering work done each month to accompany monthly invoices.

Activity 01 – Grant Writing

1. **Provide both full grant application and materials support throughout the duration of the contract. Park City Project Manager will engage Horrocks team members, as Park City determines the project and grant.**
2. **This may consist of but not be limited to annual full applications or supplemental grant materials for the following grants:**
 - a. UDOT Transportation Investment Fund (TIF) and Transit Transportation Investment Fund (TTIF)
 - b. FTA 5311 Rural Transit Capital
 - c. Summit County Transportation 3rd Quarter Sales Tax Revenue
 - d. Small Urban Roadway Funds through State Revenues
 - e. UDOT Region 2 Safe Sidewalks/Transportation Alternatives
 - f. Other Federal, State or discretionary grants

Activity 02 – Project Support

1. Provide strategic and staff for support to advance policies, projects and programs within the transportation planning department throughout the duration of the contract.
2. **At the discretion of the Project Manager, may include items:**
 - a. Manage and provide policy direction for specific planning and capital projects for PCMC.
 - b. Assist with implementation of transit/walking/biking initiatives and policies.
 - c. Liaise and represent Park City with Utah Department of Transportation (“UDOT”) or other local, regional, and federal transportation agencies.
 - d. Inform on current statewide discussions and potential legislation that could impact Park City.
 - e. Conduct research, develop policy positions, write policy papers, and inform on transportation advocacy efforts.
 - f. Help market the transportation program and specific projects.

Council Agenda Item Report

Meeting Date: April 15, 2021

Submitted by: Alex Roy

Submitting Department: Transportation Planning

Item Type: Staff Report

Agenda Section:

Subject:

Request to Authorize the City Manager to Execute a Professional Services Agreement, in a Form Approved by the City Attorney, with Fehr & Peers, to Provide Project Management for Park City Municipal Corporation's Short Range Transit Plan in an Amount Not to Exceed \$162,000

Suggested Action:

Attachments:

[Short Range Transit Plan Staff Report](#)

[Exhibit A: Scope of Work](#)

Subject: Short Range Transit Plan Professional Services Agreement
Author: Alex Roy, Senior Transportation Planner
Julia Collins, Senior Transportation Planner
Department: Transportation Planning
Date: April 15, 2021
Type of Item: Administrative

Recommendation

Staff recommends City Council authorize the City Manager to execute a Professional Services Agreement (PSA), in a form approved by the City Attorney, with Fehr & Peers, to provide project management for Park City Municipal Corporation's (City) Short Range Transit Plan (S RTP) in an amount not to exceed One Hundred Sixty-two Thousand, Dollars (\$162,000).

Background

The most recent S RTP was completed for the City and Summit County in 2016 ([available here](#)). Most of the projects and services outlined in the 2016 plan have been implemented, and keeping this plan current helps the City compete for federal and state grants. Two significant developments will shape the next S RTP, namely, passage of additional transit taxes in 2016 and 2018 and a planned takeover of responsibility for regional transit operations by Summit County.

The new S RTP is for 2022 – 2025. The City is especially interested in ensuring that the new S RTP works to create a “car-optional” culture and implements the newly developed Vision 2020 goals. This project will include an in-depth study of the City's transit routes and incorporate innovative, high-value transit service options. The study will focus on on-demand microtransit, smartphone apps, mobility as a service, aerial systems, autonomous transit vehicles, coordination with private transportation companies, and integration with walking and biking.

Analysis

The primary purpose of the S RTP is to deliver a highly usable transit implementation and operations plan that will go into service in 2022. To this end, we do not expect this plan to “sit on a shelf”. To ensure that the S RTP aligns with the transportation goals of Park City, the S RTP will incorporate recommendations of PC Forward and Vision 2020. Stakeholder and public input are planned (on-line, popup tabling, and open houses) throughout the project.

Phase I of the project will focus on the transit implementation and operations plan for the 2022–2025 period and will be completed by January 2022. Phase II of the project will evaluate a transit-exclusive mode that evaluates aerial transit systems and dedicated busways and will be completed by March 2022. Information regarding the S RTP and process has been presented at the [October 1, 2020](#) and [February 25, 2021](#) City Council meetings.

A detailed project scope can be found in Exhibit A.

Consultant Selection Process

The Transportation Planning, Transit, and Engineering Departments are responsible for advancing transit projects to help Park City reach its aggressive multimodal goals. Staff developed a scope of work for the SRTP and, through the City's RFP process, requested and received proposals from four qualified national firms. Based on an internal review of these proposals and two rounds of interviews, Fehr & Peers was chosen as the lead consulting firm for the SRTP.

Funding

In 2020, through the Utah Department of Transportation (UDOT), FTA allocated 5305 Federal Grant to Park City in the amount of \$144,000 to update the SRTP and keep operations and transit service current and in line with industry standards. The amount allocated by the City budget is \$36,000 with UDOT/Federal Transit Administration (FTA) funding in the amount of \$144,000 for a total project budget of \$180,000. Note this project budget includes \$18,000 of Park City Project Administration funding, a fiscally responsible strategy that will offset staff salary.

Department Review

The following departments have reviewed this report: Executive, Legal, Engineering, Transit, and Transportation Planning.

Attachments

Exhibit A: Park City SRTP Scope of Work

Scope of Work

The Park City Short Range Transit Plan (SRTP) development process must incorporate innovative, future-proof solutions covering multiple planning milestones. Fehr & Peers is committed to the delivery of all these milestones as described in this section according to the timeframe defined by Park City Municipal Corporation (PCMC).

Task 1 – Project Management, Kick-off, Goal/Vision Setting

We understand that this SRTP is a major priority for the PCT and PCMC and expect a fast-paced schedule.. We will create a Project Management Plan that includes a communications protocol, finalized scope and timelines, project process, and desired outcomes. Fehr & Peers will assemble a Project Management Team (PMT), comprised of Fehr & Peers team key staff and designated PCMC staff or representatives, with whom we will facilitate regular meetings. Some identified PMT members may only participate at identified phases of the project. The PMT meetings will coincide with project task milestones.

Project Management and Kick-off – Fehr & Peers will facilitate a kick-off meeting. We will work with the PMT to refine the proposed timeline and scope of work presented herein and develop more detailed milestones, interrelated tasks, concurrent tasks, and sequential work pieces. During project kick-off, the Project Management Plan will also be presented, reviewed, and refined.

Importance of Vision and Goal Setting – We understand that through the *Park City Forward: A Transportation Blueprint* and *Vision 2020* planning process, much community dialogue has previously occurred around vision and goals for Park City's transportation future. Our team will review and summarize this work to inform a corollary vision for the SRTP with associated goals and objectives. We will work with the PMT, as well as PCMC identified stakeholders and elected officials, during the first PMT meeting to establish the “why” of the SRTP and agreed upon project vision, informed by previous, ongoing, and related planning efforts. We will also work to establish the key goals and desired outcomes of the project during this step.

Communication with PCMC – To meet the schedule and to ensure high levels of coordination, we propose monthly meetings between the PMT and the Fehr & Peers' team. Additionally, we anticipate a 30-minute bi-weekly check-in call between PCMC Senior Transportation Planner Alex Roy and Fehr & Peers's Project Manager, Jason Miller, to ensure successful workflow. There will also be internal meetings with PCT staff to discuss detailed transit operational questions.

Deliverables

- Kick-off meeting (in-person, if possible, or virtual, if necessary)
- Six additional PMT meetings (mix of in-person and virtual, depending on health guidelines); agendas/meeting summaries
- Project Management Plan
- Monthly invoices and progress reports

Task 2 – Public Input and Involvement

Given the recent public involvement through *Vision 2020* and *Park City Forward* and the relatively short timeframe for project completion, public outreach and stakeholder engagement will be focused on maximizing input using the most efficient and targeted means. Fehr & Peers will ensure that all significant transit customer groups are represented; including, Park City full-time residents, part-time

residents, day visitors, overnight visitors, commuters to jobs in Park City from outside the city, and students. Fehr & Peers will use the following methods of public outreach:

- ✓ An online survey about transit needs, gaps, and priorities within the Park City Transit service area (promotion of the survey will be the responsibility of PCMC and the PMT).
- ✓ Utilization of a project Advisory Committee (AC) with members specifically identified for this SRTP effort and consisting of 8-12 members representing key community groups, businesses, community advocates, or interested citizens (the SRTP membership will be defined by PCMC, and the AC will meet three times during the project – to identify needs, to review preliminary system design, and to review the preferred system alternative).
- ✓ An open house (virtual or in-person, depending on health guidelines) hosted by Fehr & Peers to present future conditions and potential transit system scenarios (hosted in English and Spanish).
- ✓ Three consultant hosted and additional PCMC staffed pop-up open houses (in-person, outdoors and possibly in combination with other community events).
- ✓ Review and summary of the public input from Vision 2020 and *Park City Forward*.

This public outreach plan provides an approach that is compatible with ongoing social distancing and CDC COVID-19 protection recommendations.

Deliverables

- Online public survey creation, administration, and analysis (in English and Spanish)
- Three AC meetings and associated meeting materials (virtual meetings likely)
- One open house on future conditions and transit system scenarios (hosted in English and Spanish)
- Three hosted pop-up open houses plus materials for additional PCMC-hosted pop-up open houses
- Summary of public input and outreach results through a PowerPoint presentation to the PMT and incorporation into the final SRTP
- Two presentations to PCMC city council

Task 3 – Existing Conditions

The basis for an effective SRTP is a detailed analysis of existing transit services and needs. To that end, we will undertake the following subtasks.

Quantitative Evaluation – The most recent pre-COVID transit operating and ridership data will be collected on a route-by-route basis for summer and winter season conditions. This will include vehicle hours and vehicle miles of service, on-time performance, and ridership by day of the week and by the hour of the day. A "cost model" will be developed for estimating allocated operating costs based on identified expense categories. Next, we will evaluate the system using a series of performance measures as defined by the PMT to align with city goals. Specific locations and time periods of traffic delays will be defined as a basis for refinements in schedules and routes.

Qualitative Evaluation – Service quality will be evaluated with regards to how well the current system serves the various populations served, frequency, and span of service. Transit travel times will be compared against historic auto travel times to identify the ratio of transit to auto travel times and to define specific customer segments and origin/destination pairs that warrant improved service. Available

data with regards to passenger trip patterns will be reviewed, including the 2019 passenger survey data. The existing transportation model will also be examined for trip pattern information.

Convenience/Comfort/Safety – Existing service will be assessed for service quality factors, including bus stop amenities and cleanliness, passenger information, and vehicle cleanliness. Pedestrian access to/from each fixed-route transit stop will be reviewed to identify recommendations regarding improvements to sidewalks/crosswalks that could aid transit ridership. Customer complaint records will be reviewed to define any specific areas of concern.

Demand Response/ADA Review – We will review the public demand-response service and the complementary paratransit service for the past three years and will evaluate the integration of the public demand-response service with the fixed-route system. Though the Park City Paratransit Plan has been updated recently, we will review it for potential integration and implementation improvements between the demand-response and paratransit services, as well as emerging modes of service delivery such as microtransit.

Fleet & Facility – The existing fleet will be reviewed with regard to size, age, and replacement schedule. Ridership levels will be examined to assess the appropriate vehicle capacity for each route. The battery-electric bus strategy will be reviewed to identify vehicle acquisition plans as well as charging strategies. Existing operating, maintenance, and passenger facilities will be reviewed and compared with forecast requirements to define needed improvements and expansions. This will also include a review of potential planned new transit hub facilities and their appropriate programs.

Equity and Unmet Needs – The demographics of Park City's census tracts will be compared against existing transit services (in terms of daily vehicle hours of service) to assess how well existing PCT services are allocated to serve disadvantaged communities. Title VI complaints, as well as service requests, will also be reviewed to define potential means of improving services to low-income and disadvantaged communities. This will be a broader analysis of equity and transit access than a typical Title VI process to address Park City's social equity goals and initiatives.

Peer Analysis – The data collected as part of the subtasks discussed above will be compared to a set of three to four peer resort transit systems. Peers will be defined based upon the population and visitor activity levels and the size of the transit service (such as peak buses in service and annual operating budget) and will be reviewed and approved by City staff. If possible, peers who are implementing electric bus technology will be included.

Our approach to existing conditions is built around using existing, available data and does not include any new, original data source collection methods.

Deliverable

- Technical Memo #1: Existing Conditions

Task 4 –Travel Demand, Future Conditions, Multimodal Assessment

Travel Demand – We will analyze current and future travel demand within the Park City area utilizing available tools and data, including recent work from the *Park City Forward*, existing transit ridership patterns, origin/destination patterns, and possible use of available travel models and simulation tools (we will review and assess what the appropriate tool for this study is in collaboration with UDOT, Park City, and Summit County staff). Fehr & Peers' expertise in travel modeling and forecasting translates into superior manipulation and interpretation of outputs.

Travel Markets – Fehr & Peers will identify and analyze travel demand and travel markets through using tools such as cell phone location data, traveler surveys, Longitudinal Employer-Household Dynamics (LEHD) data, GIS analysis, transit propensity index, and existing transit ridership data mapping and analysis. We will use all of these tools to fully understand who needs transportation, where they need to go and when, and how existing services meet these needs.

Future Conditions – Through a comprehensive review of land use plans, employment, population growth estimates, demographics analysis, travel demand modeling, and the impacts of Summit County taking on regional transit service, we will develop a future conditions vision for the SRTP that is consistent with the LRTP. This vision will be vetted with the PMT and key PCMC staff involved with other related planning efforts to ensure it reflects other established future conditions scenarios.

Multimodal Assessment – Fehr & Peers has extensive experience incorporating access to transit and multimodal connectivity into our transit planning efforts. A seamless user experience across multimodal transportation modes with transit at the center of the experience is the goal. We will review the current bicycle and pedestrian network and infrastructure, including the Summit Bike Share program, to assess strengths and define multimodal opportunities and strategies for the SRTP that help improve pedestrian access and safety to/from bus stops and transit facilities.

Emerging Mobility Review – We will present a review of national trends in emerging mobility and creative service delivery, including microtransit, autonomous shuttles, integrated mobility-on-demand, transportation network company partnership, and micromobility. These options will be analyzed for the highest applicability to Park City and potential deployment concepts for the best-suited areas or zones within Park City.

Deliverable

- Technical Memo #2: Travel Demand, Future Conditions, and Multimodal Assessment

Task 5 – Preliminary System Design and Plan

We will start this task by developing possible service criteria against which service options and concepts will be evaluated. Starting with a list of up to 20 potential criteria, we will solicit input on evaluation criteria from the PMT, the AC, and other key stakeholders. The result of the exercise will be the identification of the top 4-6 metrics. Possible criteria may include safety, customer satisfaction, financial cost, ADA implications, greenhouse gas emissions, staffing implications, operational or fleet impacts, passenger ease of use, and community benefits.

To facilitate a discussion with stakeholders, partners, decision-makers, and the community at large, we will develop up to three preliminary system alternatives with identified route-by-route opportunities. Potential service strategy alternatives for evaluation will be generated through the performance review of existing services, those strategies that have proven effective in the peer communities, as well as through concepts developed as part of other planning processes, such as *Park City Forward*. System alternatives may present consideration of changes to the system architecture with possible incorporation of concepts such as emerging service delivery models to expand coverage, more investment in highly performing routes in terms of frequency and span of service, more express or high-frequency route versions operating with limited stops and making direct connections, or expansion of commuter options. New connections will be presented with multiple delivery options with comparisons of travel time and modal characteristics.

System design alternatives may include:

- Revisions of routes to provide a higher quality of service (such as single-seat trips) on key travel paths.
- Route options to expand capacity, frequency, and service convenience on key corridors, such as Old Town – Bonanza.
- Bus rapid transit corridors or tactical strategies such as transit queue jump lanes, bus bulbs with platform loading, and transit signal priority.
- Route and schedule modifications to enhance transfer convenience at new or future transit hubs.
- Bus rapid transit or express bus corridors.
- Park-and-ride strategies to intercept employees and day visitors.
- Provision of flexible transit services (such as microtransit) in lower density portions of Park City. This may include the assessment of replacing existing low-productivity fixed-route segments with flexible services in some or all seasons or times of day.
- Possibility of autonomous transit operations long-term.

The preliminary alternatives will be measured against the established criteria and will be presented with order of magnitude budget implications (operating and capital), ridership estimations, trade-offs, and organizational impacts. Additionally, all necessary elements stated in the RFP will be included.

Deliverables

- PowerPoint presentation of System Options and Route Alternatives with maps, tables, and graphics with real-time polling (for both presentation to AC and possible community virtual open house)
- All materials (handouts, maps, posters) for pop-up open houses
- Evaluation criteria survey to the AC

Task 6 – Draft and Final SRTP

Operating Plan – The operating plan is the heart of the SRTP and will describe the final transit system design with details for each route or on-demand zone, including its service characteristics, maps, schedule, span of service, transit priority features, phasing, staffing implications, estimated ridership, supporting infrastructure needs, and operational considerations. The final transit system design will describe how all elements of the transit network – local bus, express/BRT, on-demand, paratransit, bicycle, pedestrian, park and ride lots, and private taxi/shuttle/TNC – work together to achieve the city’s transportation goals. The public input received, performance against criteria established in Task 5, and community benefits will be presented for each route and service. The routes and service options will be grouped in logical phases that can be interchangeable and adaptable to future scenarios. The operating plan will establish a network design that will be utilized in the Phase II evaluation of aerial versus busway connections to key nodes.

While the SRTP is focused on Park City Transit, the performance of UDOT and Summit County is critical to PCT’s success. As part of the network design and operating plan, Fehr & Peers will work with the PCT and AC to identify performance expectations that Park City should establish for UDOT and Summit County.

Financial Plan – Our team will generate a comprehensive financial plan with detailed revenues and expenses matched to specific service plans and capital projects, based on the city’s current transportation fund model. Revenue sources will include the existing, identified PCT funding sources and build on them, with an extensive set of potential sources tailored around local funding constraints and

Utah legislation. The funding tools will be vetted, providing PCMC with an understanding of its options across a continuum from conservative to optimistic. This will be especially important in the near to mid-term financial planning when COVID-19 related revenue declines will negatively impact many funding sources. Within this funding framework, the team will build a vetting tool to test expenditures. A five-year Financial Futures spreadsheet will be constructed to balance sources and uses, with the capability to incorporate different scenarios of capital projects and service level assumptions.

Marketing Plan – Communicating to the riders and the community at large about transit changes throughout the implementation period of the SRTP will be critical to success. We will create a phased marketing plan with a strategic matrix that matches marketing tools and strategies with associated messages with target market segments and stakeholder groups. We will identify a range of options based on cost and impact to create a marketing toolbox for PCMC to use throughout the five years of the SRTP life and beyond. However, we will not be supplying any camera-ready or production-ready marketing materials.

Capital Improvement Plan (including Fleet Electrification and Transit Technology) – To complement the service plans, a complete five-year Capital Improvement Plan will be developed to reflect projected investments in the PCT fleet, bus stops, technology, facilities, park-and-ride lots, and supporting on-street infrastructure. The impact of the service plans on the transition to battery-electric buses will be analyzed and included in the five-year investments. We will not be including any electrical engineering, such as evaluation of the local power grid or specification of charging infrastructure.

Implementation Plan – An Implementation Plan with phasing will be created. A vital element of the Implementation Plan will be the temporal scale. For example, the plan might identify interrelated service plan changes that need to occur in sequential order. The Implementation Plan will also show how certain efforts could be adapted to different scenarios, such as less-than-expected funding or accelerated implementation. Additional partnerships, required policy changes, and organizational impacts, including staffing, will be fully described.

Performance Measures – We will deliver an updated set of performance measures that go beyond the traditional, historical models for measuring service effectiveness. While these older performance measures of service delivery performance (riders per hour, cost per hour, cost per passenger, ridership growth, on-time performance, etc.) may still be appropriate, we will develop more modern, creative measures for understanding how proposed PCT service improvements impact greenhouse gas emissions, equity of service provision, seamlessness of the customer experience, modal split, convenience, access to services, and travel time. We will benchmark all suggested measures and develop a methodology for measurement and reporting.

Deliverables

- Draft and Final SRTP and all associated plan materials and documentation
- Presentation to elected officials and stakeholders

Task 7 – Phase II Aerial vs. Busway Analysis

Our goal for this task will be to give PCMC an understanding of the trade-offs, demand, and considerations of an aerial transit system versus a bus rapid transit solution to connect the major destinations within the city. We will start this task by leveraging the work of SE Group on the preliminary aerial analysis to compare equivalent characteristics of a fixed guideway or corridor-based busway option. For the busway, this will include characteristics such as travel time, operating costs (including

maintenance), capital costs, customer experience, and ADA considerations. We will also present the qualitative impacts on view corridors, public right-of-way, private property, aesthetics, and associated community trade-offs.

Our team will develop a series of origin/destination matrices that assess the travel time and service quality factors between key activity centers. When weighted by the relative ridership demand, this will provide a quantitative comparison of the two alternatives' overall convenience, ridership potential, and stops served. Combined with the operational and capital costs, the cost-effectiveness of the two modes can be compared. This analysis tool can also be applied to specific corridors and a combination of corridors to test the various components of the service network or hybrid options combining differing modes on specific corridors. The most feasible corridor will be identified and detailed. The quantitative analysis will be combined with the qualitative analysis of environmental impact, customer experience (including customers with disabilities), safety, aesthetics, place-making, and impact on property owners to create an overall decision matrix to compare aerial versus bus rapid transit for the preferred corridors.

Deliverable

- Tech memo #3: Analysis of Aerial Versus Dedicated Busway

Schedule

We have developed a schedule that meets the delivery goals of the project efficiently.

		Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22
Phase I: SRTP	Task 1: Project Management, Kick-off, Vision	* #		#	#	#	#	#		#		
	Task 2: Public Involvement		^			^	^		^			
	Task 3: Existing Conditions				*							
	Task 4: Travel Demand, Future Conditions, Multimodal Assessment				*							
	Task 5: Preliminary System Design and Plan						* #					
	Task 6: Draft and Final SRTP									* #		
Phase II: Aerial vs.	Task 7: Aerial vs. Busway Analysis											*
		* Deliverable										
		# Meeting/presentation										
		^ Stakeholder engagement, public involvement event										

Council Agenda Item Report

Meeting Date: April 15, 2021

Submitted by: Brendan Conboy

Submitting Department: Planning

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve Ordinance 2021-15, an Ordinance Approving the Little Belle Condominiums 7th Amended (Amending Unit #2), Located at 7195 Little Belle Court, Park City, Utah
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Little Belle Court, Unit 2, Plat Amendment Staff Report](#)

[Exhibit A: Draft Ordinance](#)

[Exhibit B: Aerial Photographs](#)

[Exhibit C: Little Belle Second Amended Plat](#)

[Exhibit D: Little Belle Plat Original](#)

[Exhibit E: Pictures](#)

[Exhibit F: Intent and HOA Approval](#)

City Council Staff Report



Subject: Little Belle Condominiums Seventh Amended Plat
Application: PL-21-04746
Author: Brendan Conboy, Senior Planner
Date: April 15, 2021
Type of Item: Administrative –Plat Amendment

Summary Recommendations

Staff recommends the City Council review the proposed Little Belle Condominiums Seventh Amended Plat, Amending Unit 2, hold a public hearing, and consider approving Ordinance No. 2021-15, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval.

Description

Applicant: Marshall King, Alliance Engineering
Location: 7165 Little Belle Court, Unit 2
Zoning District: Residential Development (RD) and Deer Valley MPD
Adjacent Land Uses: Residential, Recreation Open Space, Stein Erikson Lodge
Reason for Review: Plat Amendments require Planning Commission review and recommendation and City Council review and action

Acronyms

LMC Land Management Code

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

Executive Summary

On January 20, 2021, the Applicant submitted a complete Plat Amendment application. The applicant is proposing to amend the rear Main-Level Lot Line of Unit 2 of the Little Belle Condominiums Plat to accommodate a 150 square foot expansion of Private Ownership residential space and a 142 square foot deck addition of Limited Common Area adjacent to the expanded Lot Line. The expansion will be accommodated by converting an equivalent amount of airspace above Lower-Level (basement) Private Ownership residential space. The adjusted Lot Line will not expand the building footprint beyond the existing Lower-Level foundation. The expanded floor area will extend the western rear Main-Level Lot Line approximately 5'-7" with the new deck extending 7'-10" from the house at its furthest.

The proposed plat changes are shown below:

Figure 1 Aerial Image of the Little Belle Condominiums Subdivision with Unit 2 Highlighted in Yellow.

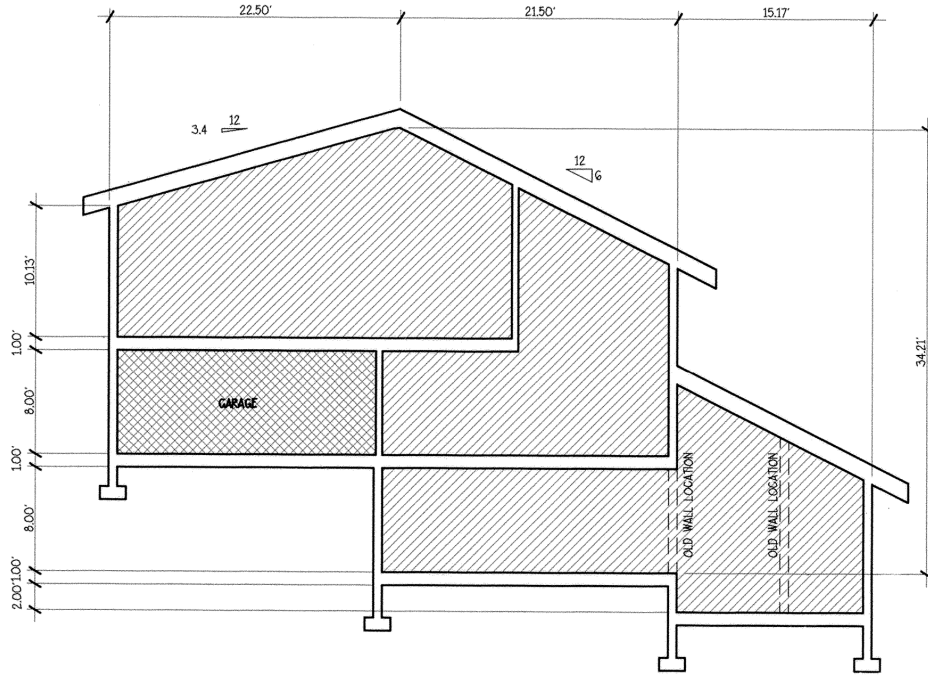


Figure 2 Existing Conditions

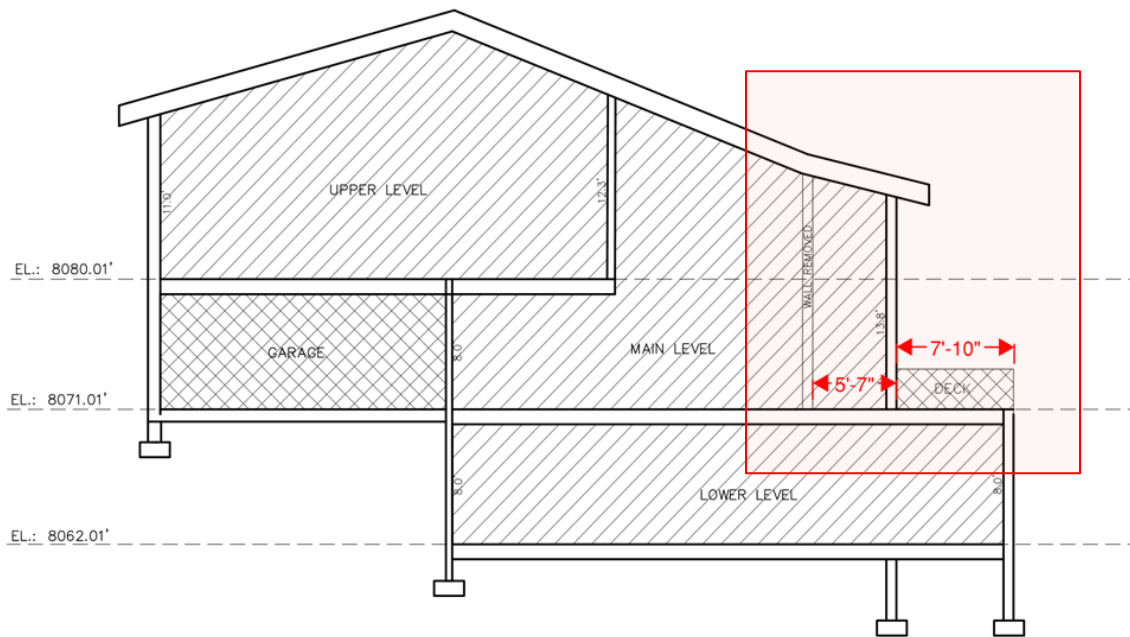


Figure 3 Proposed Plat Amendments Highlighted in Red

Background- On March 24, 2021, the Planning Commission unanimously approved forwarding a positive recommendation to the City Council for the proposed Plat Amendment- for additional background and figures see the Planning Commission staff report ([Staff Report](#), [Audio](#)).

Analysis

The Planning Commission reviews and recommends plat amendment approval to City Council. LMC [§ 15-12-15\(B\)\(9\)](#). Plat Amendments must be approved in accordance with LMC Chapter 15-7, *Subdivisions*. LMC [§ 15-7.1-3\(B\)](#).

(I) The proposal complies with the RD Zoning District Requirements outlined in LMC § 15-2.13-3, *Lot and Site Requirements*, and the Deer Valley Resort Twelfth Amended and Restated Master Planned Development Permit (MPD)

7165 Little Belle Court, Unit 2 is located in the Residential Development Zoning District. The purpose of the RD Zoning District is outlined in LMC [§ 15-2.13-1](#). A Condominium is an Allowed Use in the RD Zoning District. LMC [§ 15-2.13-2\(A\)](#). The Little Belle Condominiums are located within the Silver Lake community portion of the Deer Valley Resort Master Planned Development (MPD). This current application requests conversion of 150 square feet of airspace above private residential space for habitable floor area and an additional 142 square feet of limited common area space for a deck. There are no further exterior changes currently proposed. A building permit will be required for any changes to the exterior of the home.

The proposed amendment is consistent with the purpose statements of the district in that the use as residential condominiums is unchanged, the addition of the deck and floor area are proposed within the existing footprint of the structure minimizing site disturbance, preserving the existing natural open space, and minimizing impacts of development. The additional common area will exist as deck space and any exterior changes will match the existing building.

Deer Valley MPD Requirements

The property is subject to requirements and restrictions of the Deer Valley Resort 12th Amended and Restated Large-Scale Master Planned Development (MPD). Under this MPD, the Little Belle multi-family development was approved for 20 units and were constructed as 20 units. The proposed changes to private space will not affect the number of units or the number of required parking spaces for this development.

The property is subject to the following criteria:

	Permitted Through MPD	Proposal
Height	Height allowed in the Deer Valley Master Plan for the Little Belle parcel is 28' from existing grade.	No additional building height is proposed. All proposed construction is within the existing building envelope and roof. Building complies with the 28' height allowance.
Front setback	Twenty feet (20')	No construction is proposed into the existing 20' front setbacks.
Rear setback	Fifteen feet (15')	No construction is proposed into the existing 15' rear setbacks.
Side setbacks	Twelve (12')	No construction is proposed into the existing 12' side setbacks.
Commercial and Office uses Support uses	No commercial or office uses exist	No commercial or office uses are proposed.
Parking	Existing: 2 car garage for each unit plus 8 spaces for 20 units	No additional parking is required for the proposed changes.

The building does not exceed the allowable 28' building height and there are no non-conforming setback issues. All construction is proposed within the existing building envelope.

(II) The proposal complies with the Subdivision regulations outlined in LMC [§ 15-7.1-3\(B\)](#) Plat Amendment

The amendment of platted elements including conversion of common area/limited common area to private area within a condominium requires a plat amendment. Plat Amendments shall be reviewed according to the requirements of Section 15-7.1-6 Final Subdivision Plat and approval shall require a finding of Good Cause.

Good Cause is defined in LMC [§ 15-15-1](#) on a case-by-case basis and includes in part preserving the character of the neighborhood. Staff finds Good Cause for this Plat Amendment because this amendment is similar to other approved plat amendments that converted common area/limited common area into private area and it will allow the applicant to construct a remodel and addition to their home, similar to neighboring units.

(III) The proposal complies with LMC § 15-3-6, *Parking Ratio Requirements*.

Parking Ratio Requirements LMC § 15-3-6	Analysis of Proposal
Two Parking Spaces are required for each Single Family Dwelling	The existing Structure and garage accommodate two (2) off-street parking spaces with dimensions complying with the minimum interior parking space standards (10 feet by 20 feet). The plat amendment will not trigger additional parking requirements.

Department Review

This plat amendment staff report has been reviewed by the Planning, Engineering, Legal and Executive Departments.

Notice

Staff published notice on the City's website and the Utah Public Notice website, and posted notice to the property on March 10, 2021. Staff mailed courtesy notice to property owners within 300 feet on March 5, 2021. The *Park Record* published notice on March 10, 2021. LMC [§ 15-1-21](#).

Public Input

None has been received at time of report publishing.

Alternatives

- City Council's may approve the requested Plat Amendment and enact Ordinance No. 2021-15;
- City Council may deny the requested Plat Amendment; or
- City Council may request additional information and continue the discussion to a later date.

Exhibits

Exhibit A: Draft Ordinance and Attachment 1 Proposed Little Belle Condominiums 7th Amended Plat

Exhibit B: Aerial Photographs

Exhibit C: Little Belle Second Amended Plat (Existing Conditions)

Exhibit D: Little Belle Condominiums Plat (Original)

Exhibit E: Pictures

Exhibit F: Intent and Homeowner's Association Approval

Ordinance No. 2021-15

AN ORDINANCE APPROVING THE LITTLE BELLE CONDOMINIUMS 7TH AMENDED (AMENDING UNIT #2), LOCATED AT 7195 LITTLE BELLE COURT, PARK CITY, UTAH.

WHEREAS, the owner of the property known as the Little Belle Condominiums, located within the Deer Valley Community of the Deer Valley Resort Twelfth Amended and Restated Large Scale Master Planned Development (MPD) has petitioned the City Council for approval of a request for an amendment to the plat to convert limited common area in Unit 2 to private area; and

WHEREAS, on March 10, 2021, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, courtesy notice was sent to all affected property owners on March 5, 2021 and legal notice was published in the Park Record and Public Notice Website; and

WHEREAS, the Planning Commission held a public hearing on March 24, 2021, to receive input on the amended plat;

WHEREAS, the Planning Commission, on March 24, 2021, forwarded a positive recommendation to the City Council; and,

WHEREAS, on April 15, 2021, the City Council held a public hearing on the amended plat; and

WHEREAS, it is in the best interest of Park City, Utah, to approve the Little Belle Condominiums Seventh Amended plat to reflect as-built conditions and allow the owner to expand private residential space and limited common area deck space without increasing the building footprint or parking requirements beyond existing conditions, consistent with provisions of the Deer Valley MPD, as amended (12th Amended MPD).

WHEREAS, Staff finds that the plat will not cause undue harm to adjacent property owners and all requirements of the Land Management Code for any future development can be met.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Sixth Amended Little Belle Condominiums 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 is located at 7195 Little Belle Court.
2. The Little Belle Condominiums plat was approved by the City Council on December 17, 1981 and recorded at Summit County on December 21, 1981.
3. The Little Belle Condominiums plat recorded 20 residential condominium units 8 parking spaces.
4. In August of 2000, an amended plat was approved to expand the private areas for Units 5, 6, 7, and 8 of the Little Belle Condominiums.
5. The first amended plat for the Little Belle Condominiums recorded in August of 2000 only shows expanded private space for Unit 7.
6. In August of 2001, a second plat amendment was recorded. This second amendment converted the limited common deck areas to private areas and expanded the private living areas to the furthest extensions of the exterior walls of the end units for Units 2, 9, and 10.
7. In April of 2004, a third plat amendment was recorded. This third amendment converted limited common deck area to private area for Unit 20.
8. In June of 2006, a fourth plat amendment was recorded. This fourth amendment converted all limited common deck and solarium areas to private areas for Units 1, 3, 4, 11, 12, 13, 14, 15, 16, 17, 18, 19, and 20.
9. In June of 2011, a fifth plat amendment was recorded. This fifth amendment added 425 square feet of private space to Unit 3.
10. In June of 2017, a sixth amendment to the Little Belle Condominiums plat was recorded for the conversion of 46 square feet of private area to limited common area in Unit 5 for the purpose of expanding an existing deck into an area of the unit that is private.
11. Currently there are 20 condominium units and 31 underground parking spaces.
12. The property is subject to requirements and restrictions of the Deer Valley Resort 12th Amended and Restated Large Scale MPD.
13. The MPD originally allowed 20 condominium units for the Little Belle development.
14. On January 20, 2021, the City received a complete application for the conversion of 150 square feet of limited common area to private residential space for Unit 2 of the Little Belle Condominiums Subdivision.
15. On January 8, 2021, the Little Belle Homeowner's Association voted unanimously (with more than 2/3rds of members voting) to approve the conversion of limited common area to private area for Unit 2.
16. There are no exterior changes proposed.
17. The proposed amendment is consistent with the purpose statements of the district.
18. Unit 2 would increase by 150 square feet from 2,850 square feet to 3,000 square feet.
19. All construction is proposed within the existing building envelope.
20. Each unit has a two-car garage meeting parking requirements of the parking code.
21. 8 additional guest parking spaces have been provided in this development since the units were originally constructed

Conclusions of Law:

1. There is good cause for this amendment to the plat.

2. The amended plat is consistent with the Park City Land Management Code and applicable State law regarding condominium plats.
3. The amended plat is consistent with the 12th Amended and Restated Deer Valley Master Planned Development.
4. Neither the public nor any person will be materially injured by the proposed plat amendment.
5. Approval of the plat amendment, subject to the conditions of approval, will not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the amended 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 one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. All conditions of approval of the Deer Valley Resort 12th Amended and Restated Large Scale MPD and the amended Little Belle Condominiums plat shall continue to apply.
4. No building permit may be granted until after this plat amendment has been recorded. Once the deck area is recorded as limited common area, both the unit owner and the HOA must be the applicant for any building permit pulled for the deck area.

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

PASSED AND ADOPTED this 15th day of April, 2021.

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, MAYOR

ATTEST:

City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney



LITTLE BELLE CONDOMINIUMS
UNIT 2

Alliance Engineering Inc.
(435) 649-9467
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

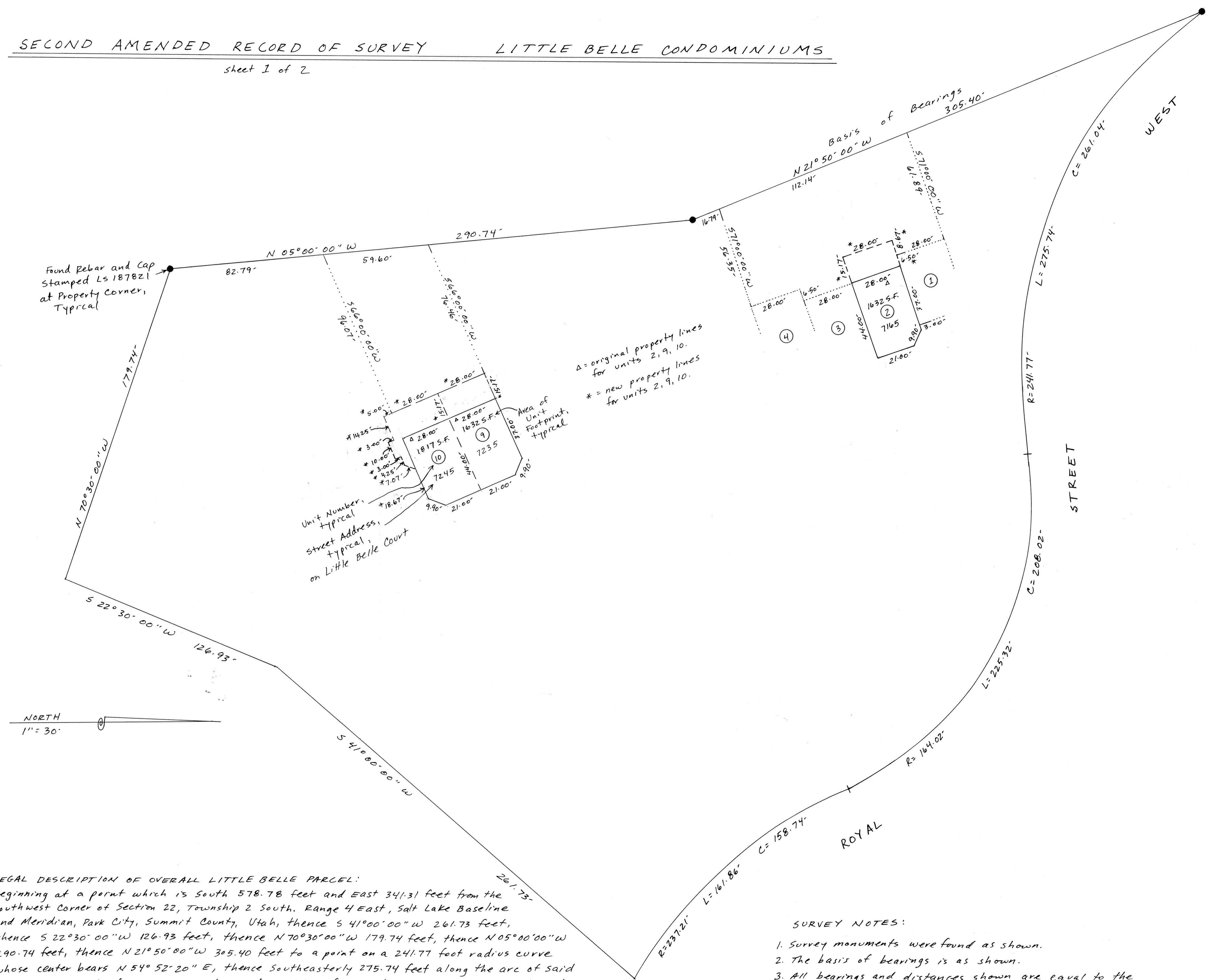
STAFF:
MARSHALL KING
DATE: 9/22/20

AERIAL PHOTOGRAPH
LITTLE BELLE CONDOMINIUMS, UNIT 2
FOR:
JOB NO.: 11-8-18
FILE: X:\SilverLakeVillage\dwg\Exhibits\PlatApps\2020\littlebelle-unit2\ortho.dwg

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SECOND AMENDED RECORD OF SURVEY LITTLE BELLE CONDOMINIUMS

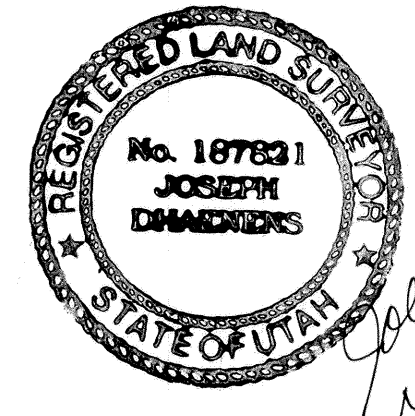
sheet 1 of 2



LEGAL DESCRIPTION OF OVERALL LITTLE BELLE PARCEL:
Beginning at a point which is South 578.78 feet and East 341.31 feet from the Southwest Corner of Section 22, Township 2 South, Range 4 East, Salt Lake Baseline and Meridian, Park City, Summit County, Utah, thence S 41°00'00"W 261.73 feet, thence S 22°30'00"W 126.93 feet, thence N 70°30'00"W 179.74 feet, thence N 05°00'00"W 290.74 feet, thence N 21°50'00"W 305.40 feet to a point on a 241.77 foot radius curve whose center bears N 54°52'20" E, thence Southeasterly 275.74 feet along the arc of said curve to a point of reverse curvature of a 164.02 foot radius curve, thence Southeasterly 225.32 feet along the arc of said curve to a point of reverse curvature of a 237.21 foot radius curve, thence Southeasterly 161.86 feet along the arc of said curve to the point of beginning.

SURVEYOR'S CERTIFICATION:
I, Joe Dhaenen, hold license number 187821 as prescribed by the laws of the State of Utah, and certify that I have made a survey of the property shown hereon and as described in the legal description and survey notes hereon, and that the survey information shown hereon is correct.

PREPARED BY:
On The Map Land Surveying
P.O. Box 3864
Park City, UT 84060
647-9826



City Council
Approved by the Park City Council
on this 22ND day of MARCH, 2001.
Bruce A. Orr
Mayor
Paul M. Scott
City Recorder

City Planning Commission
Approved by the Park City Planning Commission on this 25TH day of April, 2001.
Michael Cohen
Chairperson

City Engineer
Approved by the Park City Engineer on this 16TH day of APRIL, 2001.
Eric W. Johnson
City Engineer

City Attorney
Approved as to form by the Park City Attorney on this 30TH day of APRIL, 2001.
Timothy C. Turner
City Attorney

Sewer District
Reviewed for conformance to Snyderville Basin Sewer Improvement District standards on this 6TH day of April, 2001.
Gregory S. B. S. D.

Recorded
Number: 593276 Date: 8-8-2001
State of Utah Time: 15:38 PM
County of Summit Fee: 638
Recorded and filed at the request of
Coalition Title
Alan Hansen
County Recorder 107 R
Little Belle Condominiums

OWNERS' CONSENT TO RECORD:

Know all men, by these present, that we, Michael J. Amery for Units 2 and 10, and William L. Westerman for Unit 9, the respective owners of the hereon shown condominium units, certify that we have caused this Amended Record of Survey to be prepared, and we do hereby consent to the recordation of this survey. We further certify that the buildings shown on this survey, will, when completed, be substantially as shown hereon.

Michael J. Amery
Michael J. Amery, Units 2 and 10

William L. Westerman
William L. Westerman, Unit 9

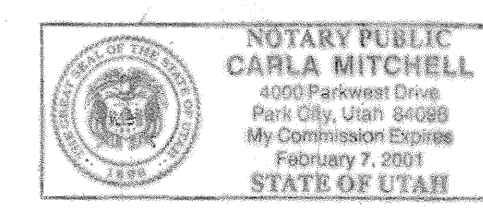
ACKNOWLEDGEMENT:

State of UTAH
County of SUMMIT
On this 8th day of JANUARY, 2001, personally appeared before me, the undersigned notary public, in and for said State and County, Michael J. Amery, for Units 2 and 10, who after being duly sworn, acknowledged to me that he is the owner of the hereon shown Units 2 and 10, and that he signed the above owners' consent to record freely and voluntarily.

Carla Mitchell
Notary Public

February 7, 2001
My Commission Expires

1489 Willon Loop Rd
Park City, UT 84098
Residing At



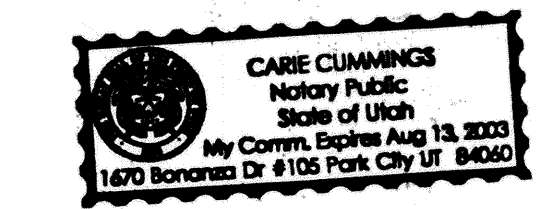
ACKNOWLEDGEMENT:

State of Utah
County of SUMMIT
On this 13th day of February, 2001, personally appeared before me, the undersigned notary public, in and for said State and County, William L. Westerman, for Unit 9, who after being duly sworn, acknowledged to me that he is the owner of the hereon shown Unit 9, and that he signed the above owners' consent to record freely and voluntarily.

Carrie Cummings
Notary Public

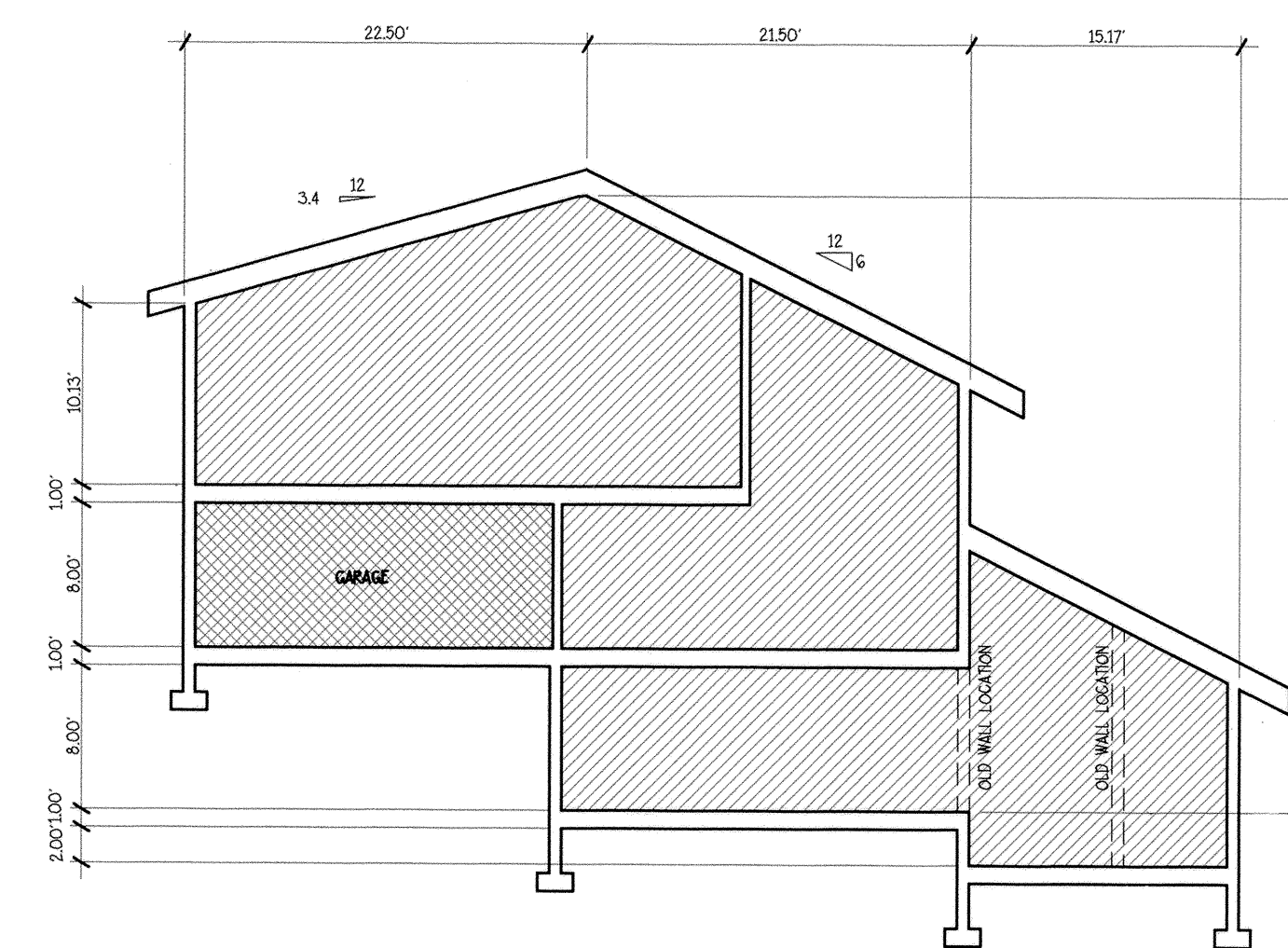
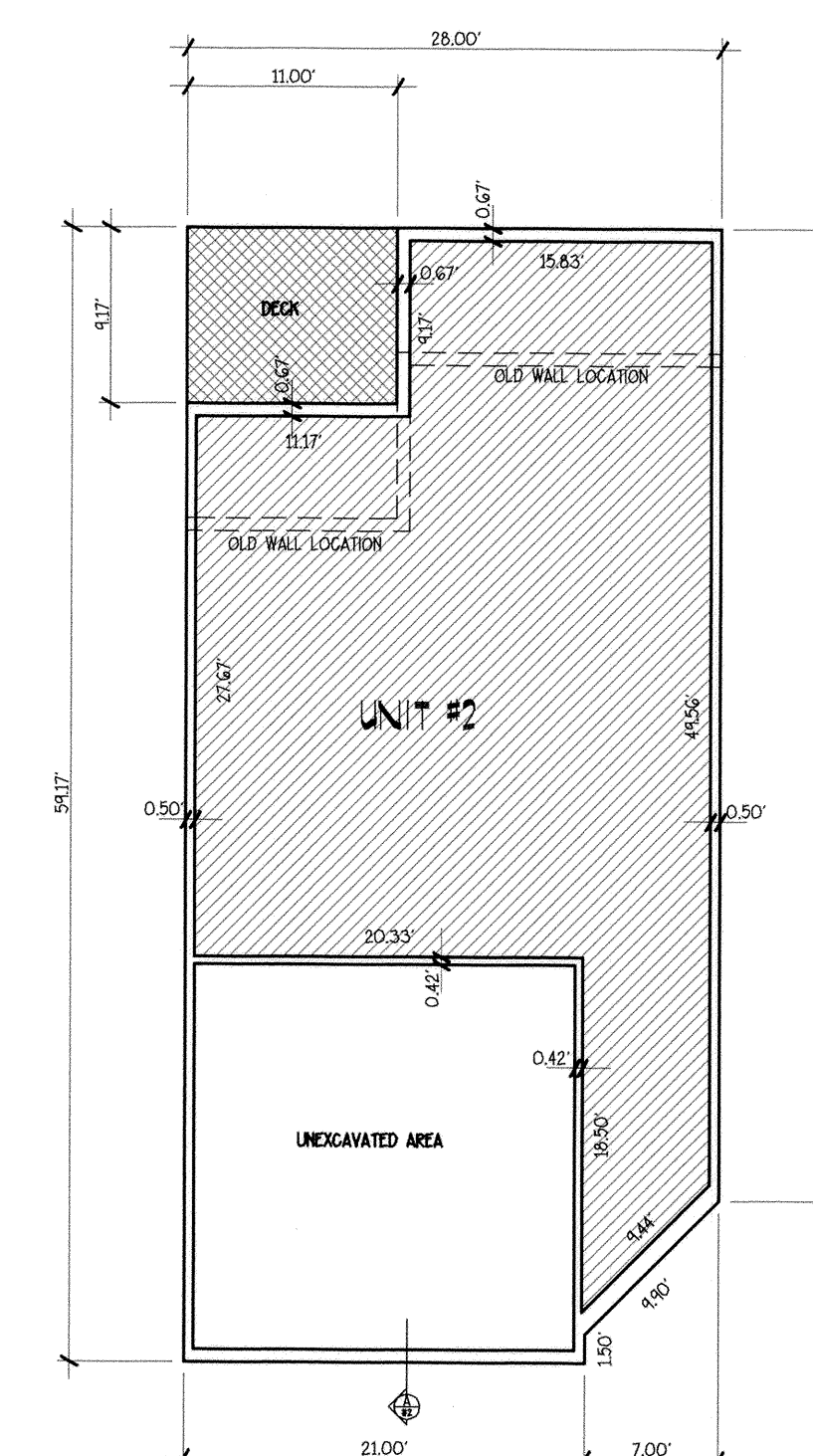
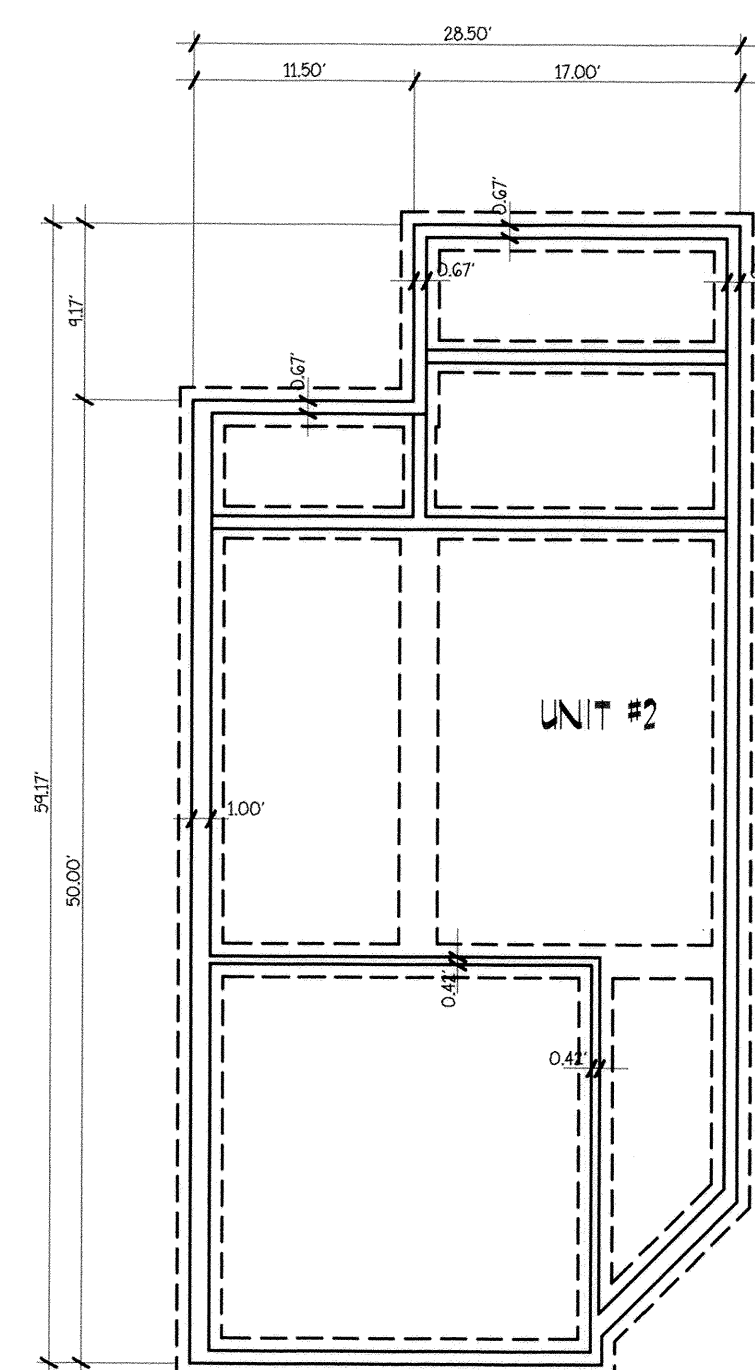
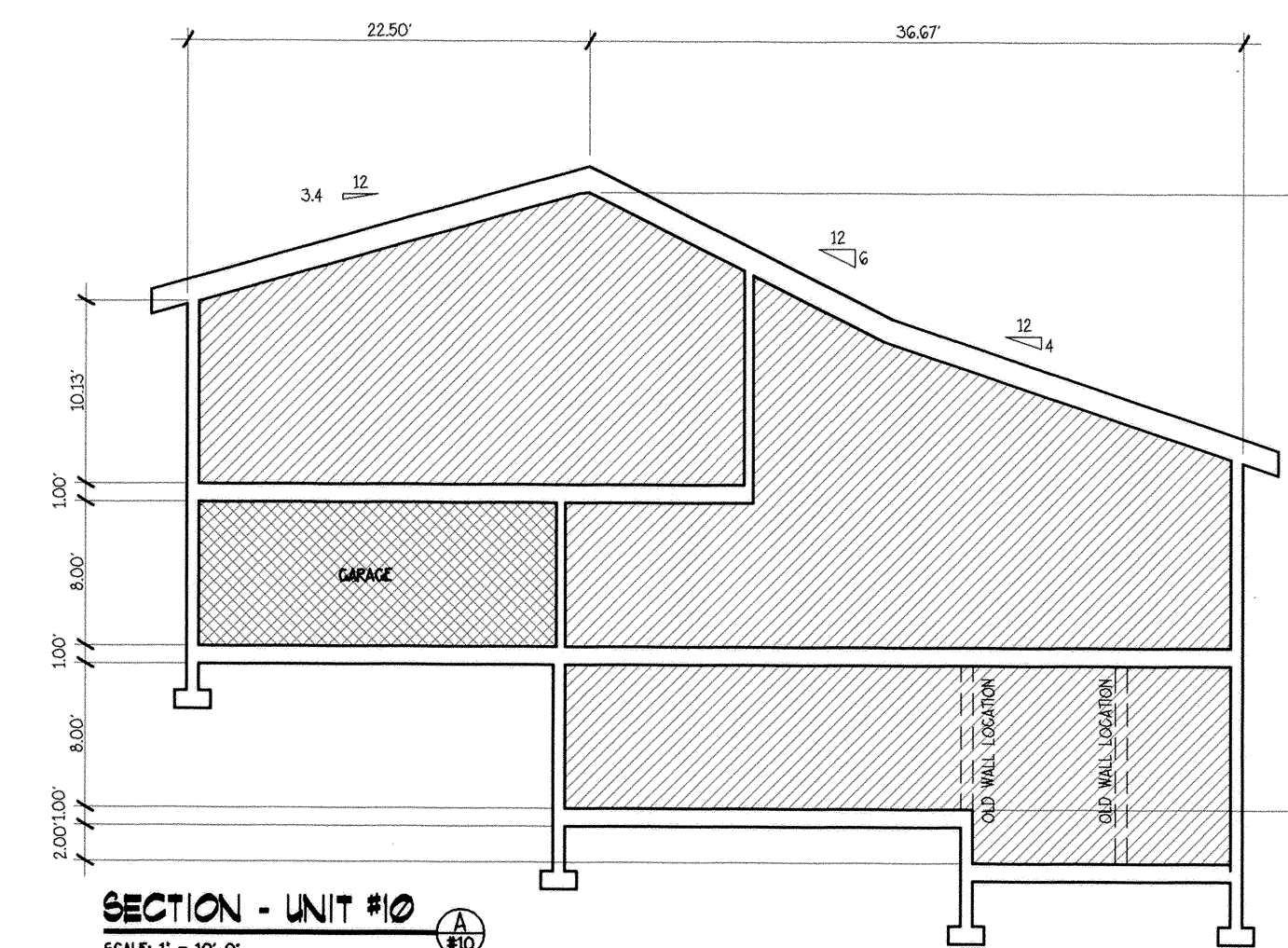
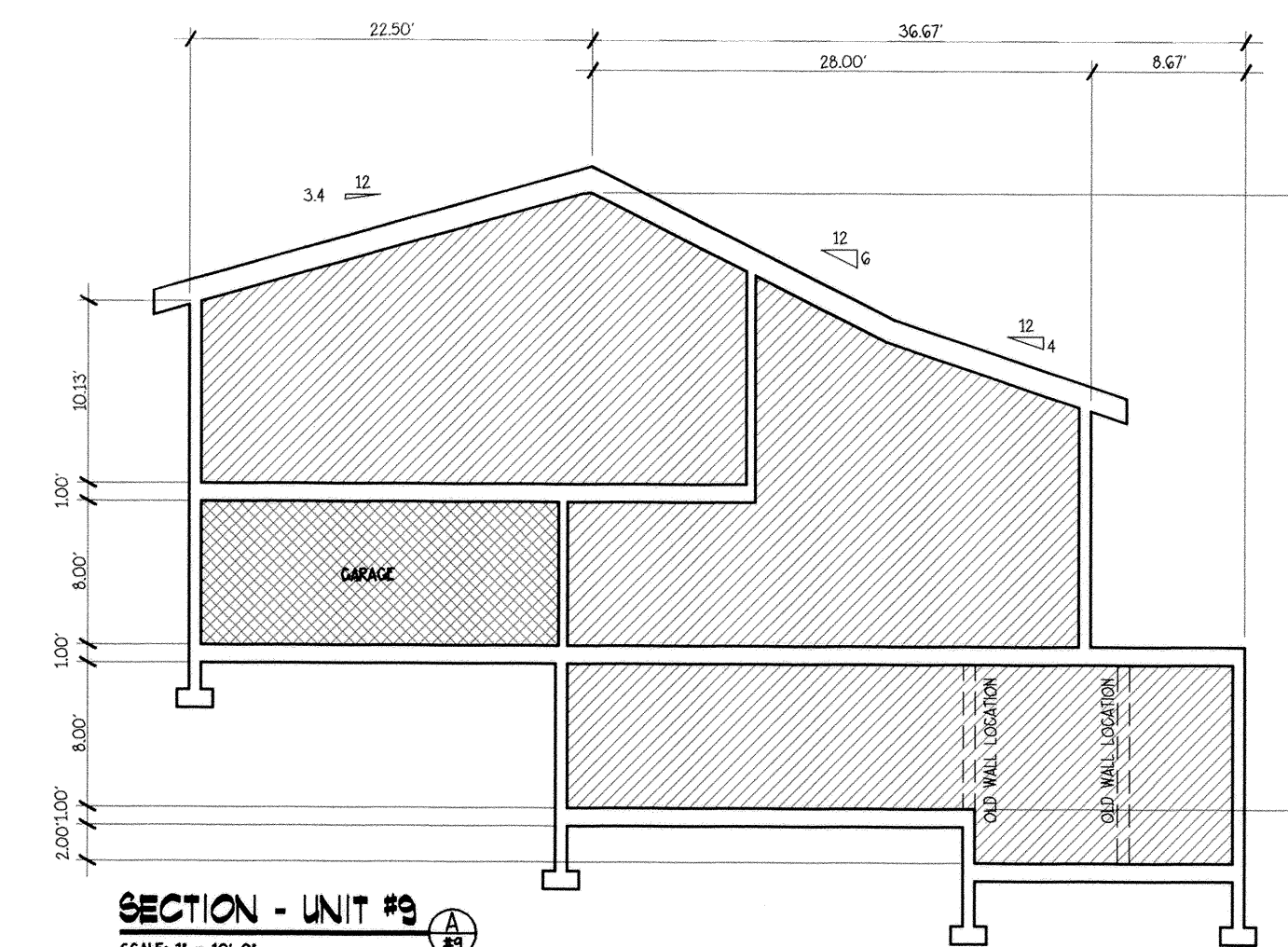
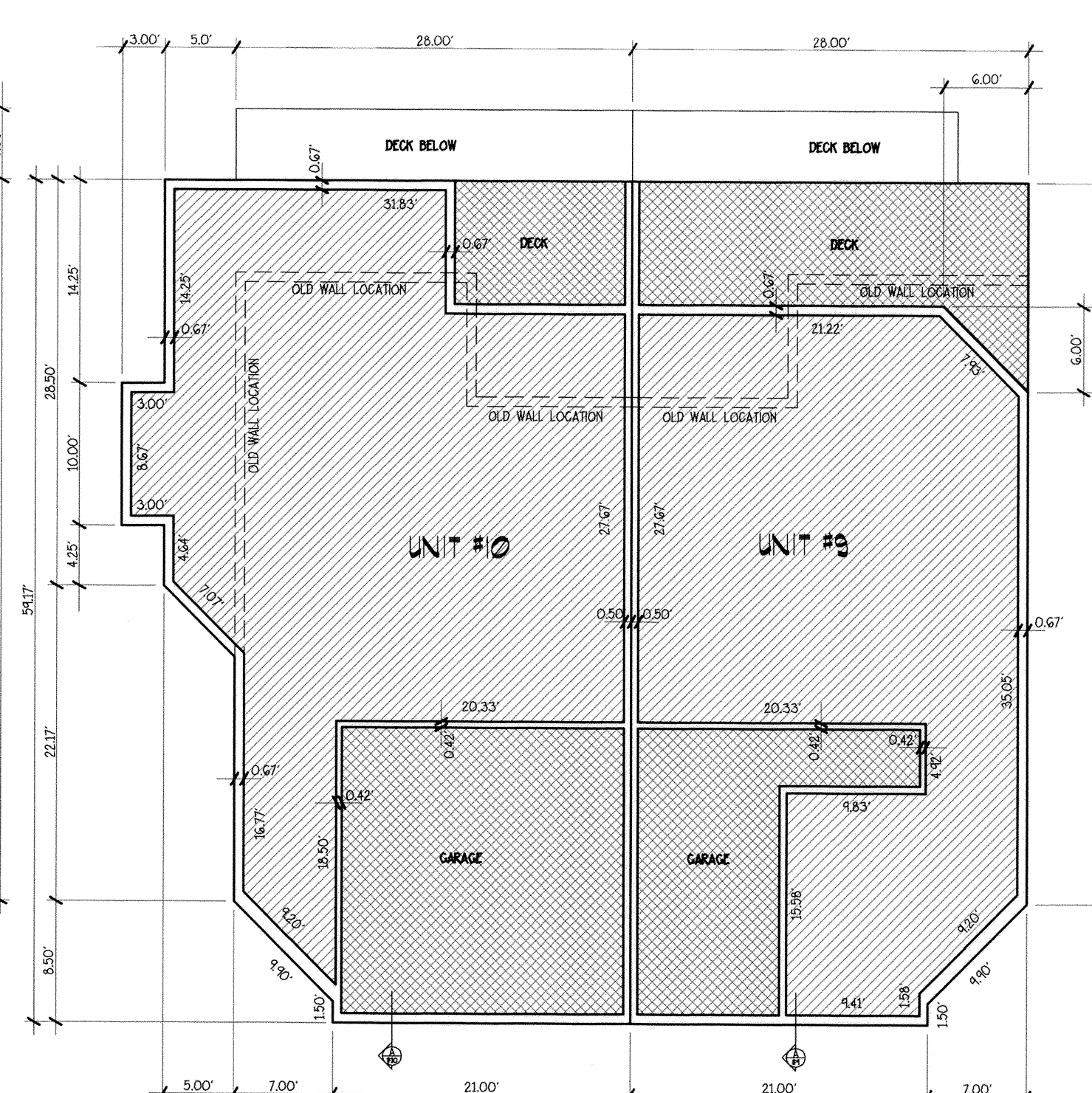
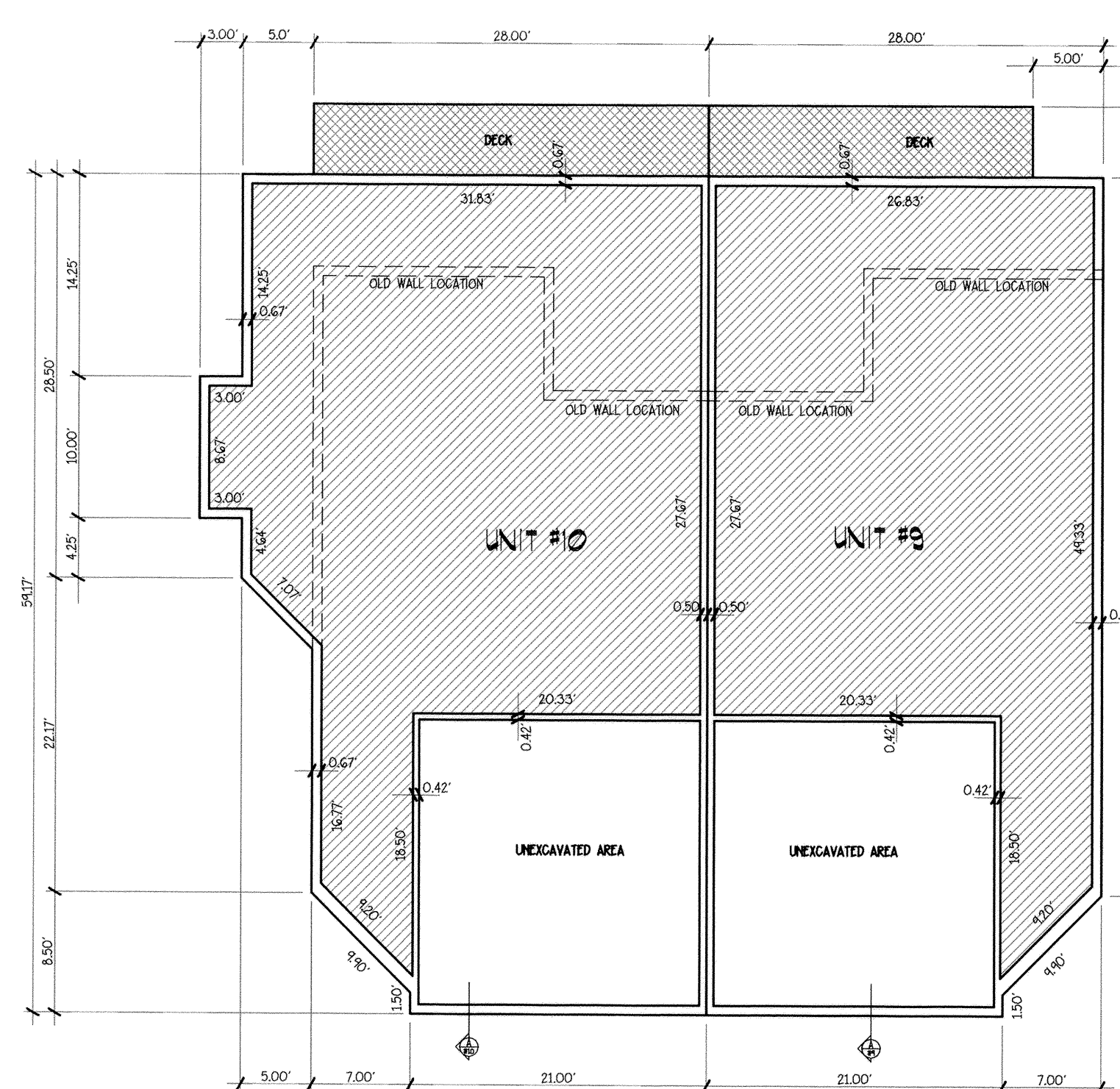
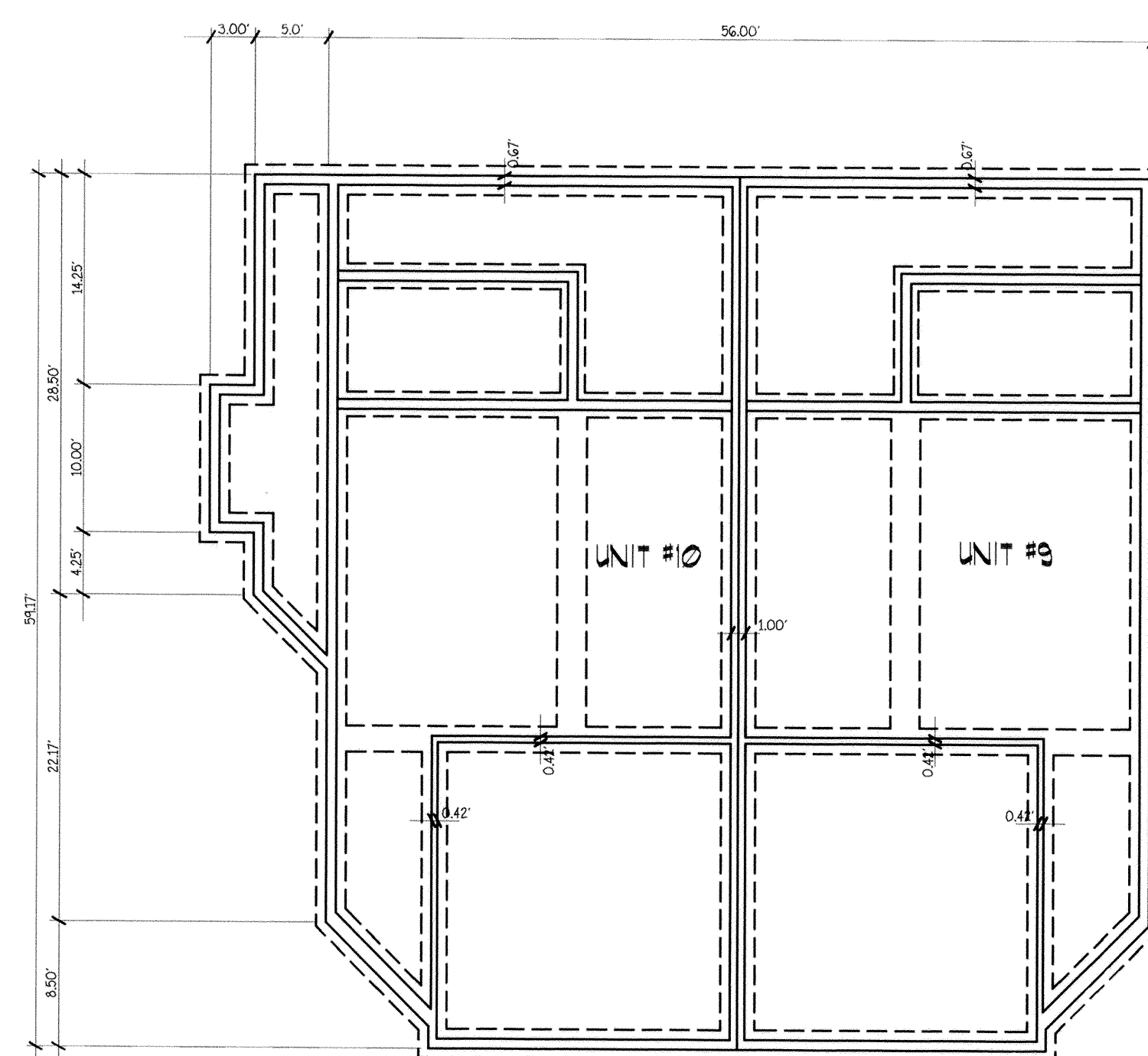
August 13, 2003
My Commission Expires

Heber City, UT 84032
Residing At



SURVEY NOTES:

1. Survey monuments were found as shown.
2. The basis of bearings is as shown.
3. All bearings and distances shown are equal to the bearings and distances on recorded subdivision plats.



File No. 595276
ALAN SPRIGGS, SUMMIT COUNTY RECORDER
DATE: 08/08/2001 TIME: 15:58 PM
FEE \$ 63.00 BY Alan Spriggs
REQUEST: COALITION TITLE

UNIT NUMBER	PRIVATE OWNERSHIP IN SQUARE FOOTAGE PER LITTLE BELLE HOMEOWNERS ASSOCIATION	NEW PRIVATE OWNERSHIP IN SQUARE FOOTAGE PER THIS RECORD OF SURVEY	TOTAL PRIVATE OWNERSHIP IN SQUARE FOOTAGE
2	2680.79	168.80	2849.59
9	2680.79	496.00	3176.79
10	2680.79	784.00	3464.79

FIGURES EXCLUDE GARAGE SQ. FOOTAGE
ALL FIGURES INCLUDE STORAGE SQ. FOOTAGE

- | | |
|---|--------------------------|
|  | COMMON OWNERSHIP |
|  | LIMITED COMMON OWNERSHIP |
|  | PRIVATE OWNERSHIP |

CONSENT TO RECORDATION

THE UNDERSIGNED, **ASHLEY INVESTORS**, A UTAH CORPORATION, OWNER OF THE EQUITABLE INTEREST IN THE SUBJECT PROPERTY, DOES HEREBY CONSENT TO THE RECORDATION OF THIS RECORD OF SURVEY MAP AND THE SUBMISSION OF THE PROPERTY TO THE TERMS OF THE UTAH CONDOMINIUM OWNERSHIP ACT.

ASHLEY INVESTORS

BY Jon C. Heaton

JON C. HEATON, PRESIDENT

ACKNOWLEDGEMENT

STATE OF UTAH }
COUNTY OF SALT LAKE } S.S.

ON THIS 8TH DAY OF DECEMBER, 1981, PERSONALLY APPEARED BEFORE ME JON C. HEATON, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE PRESIDENT OF **ASHLEY INVESTORS**, A UTAH CORPORATION, AND THAT THE WITHIN AND FOREGOING CONSENT TO RECORDATION WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS, AND SAID JON C. HEATON DULY ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES: 5 May 1982

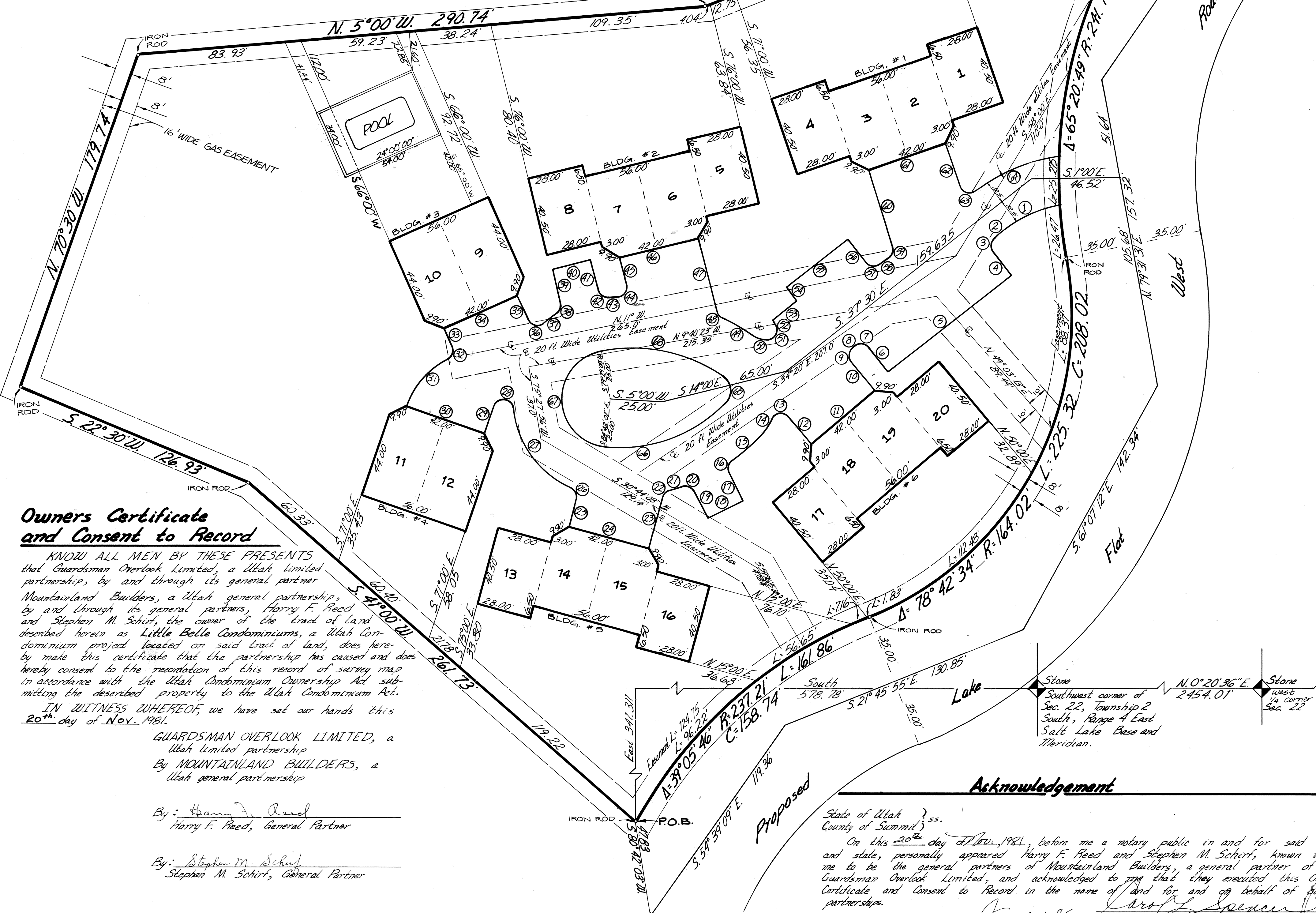
Ed Jenkins

NOTARY PUBLIC

RESIDING AT:

Salt Lake Co.

SCALE 1"=30'



Owners Certificate and Consent to Record

KNOW ALL MEN BY THESE PRESENTS that Guardsman Overlook Limited, a Utah limited partnership, by and through its general partner Mountainland Builders, a Utah general partnership, by and through its general partners, Harry F. Reed and Stephen M. Schurt, the owner of the tract of land described herein as Little Belle Condominiums, a Utah Condominium project located on said tract of land, does hereby make this certificate that the partnership has caused and does hereby consent to the recordation of this record of survey map in accordance with the Utah Condominium Ownership Act submitting the described property to the Utah Condominium Act.

IN WITNESS WHEREOF, we have set our hands this 20th day of Nov. 1981.

GUARDSMAN OVERLOOK LIMITED, a Utah limited partnership
By MOUNTAINLAND BUILDERS, a Utah general partnership

By: Harry F. Reed
Harry F. Reed, General Partner

By: Stephen M. Schurt
Stephen M. Schurt, General Partner

Acknowledgement

State of Utah }
County of Summit }

On this 20th day of Dec. 1981, before me a notary public in and for said county and state, personally appeared Harry F. Reed and Stephen M. Schurt, known to me to be the general partners of Mountainland Builders, a general partner of Guardsman Overlook Limited, and acknowledged to me that they executed this Certificate and Consent to Record in the name of and for and on behalf of said partnership.

My Commission Expires: Jan. 24, 1985

Notary Public
Residing at: Park City

Description

Beginning at a point which is South 578.78 feet and East 341.311 feet from the Southwest corner of Section 22, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence South 41°00'00" West 261.73 feet; thence South 22°30'00" West 126.93 feet; thence North 70°30'00" West 179.74 feet; thence North 5°00'00" West 290.74 feet; thence North 21°50'00" West 305.40 feet to a point on a 241.77 foot radius curve to the left (Center bears North 54°52'20" East 241.77 feet of which the central angle is 65°20'49"); thence Southeasterly along the arc of said curve 275.74 feet to a point on a 164.02 foot radius reverse curve to the right (Center bears South 10°28'29" East 164.02 feet of which the central angle is 78°42'34"); thence Southeasterly along the arc of said curve 225.32 feet to a point on a 237.21 foot radius reverse curve to the left (Center bears North 68°44'05" East 237.21 feet of which the central angle is 39°05'46"); thence Southeasterly along the arc of said curve 161.86 feet to the point of beginning. Contains: 159580.00 Square feet or 3.66345 Acres

Surveyor's Certificate

I, James G. West, do hereby certify that I am a registered Land Surveyor, and that I hold License No. 3082 as prescribed by the laws of the State of Utah, and do hereby certify that by authority of the owners I have made a survey of the above-described property to be hereafter known as LITTLE BELLE CONDOMINIUMS, and that the same has been surveyed and staked on the ground as shown on this plat.

Nov. 3, 1981
Date

James G. West
James G. West

Index Curve data, Bearing and Distance

1. R=67.50' L=31.32' Δ=26°35'14"	35. N 66°00'00" E 14.41'
2. S 37°30'00" E 6.81'	36. R=5.00' L=9.38' Δ=107°27'13"
3. R=3.00' L=7.85' Δ=90°00'00"	37. R=50.00' L=7.625' Δ=8°44'17"
4. N 32°30'00" E 15.00'	38. R=5.00' L=6.22' Δ=71°17'04"
5. S 37°30'00" E 30.00'	39. S 76°00'00" W 18.02'
6. S 52°30'00" W 15.00'	40. N 14°00'00" W 20.00'
7. R=5.00' L=7.85' Δ=90°00'00"	41. N 76°00'00" E 16.12'
8. S 37°30'00" E 1.25'	42. R=5.00' L=7.16' Δ=82°00'09"
9. R=5.00' L=8.07' Δ=92°30'00"	43. R=10.00' L=4.43' Δ=2°18'26"
10. N 50°00'00" E 18.85'	44. R=5.00' L=8.75' Δ=100°18'17"
11. S 40°00'00" W 42.00'	45. S 76°00'00" W 14.74'
12. S 50°00'00" W 18.11'	46. N 14°00'00" W 42.00'
13. R=5.00' L=9.99' Δ=114°26'05"	47. N 76°00'00" E 38.675'
14. R=35.00' L=11.47' Δ=18°46'46"	48. R=5.00' L=4.44' Δ=50°52'59"
15. R=100.00' L=18.46' Δ=10°41'31"	49. R=10.00' L=7.21' Δ=8°57'59"
16. R=5.00' L=7.14' Δ=81°47'12"	50. R=15.00' L=8.69' Δ=33°12'36"
17. N 63°15'00" E 16.08'	51. R=5.00' L=10.47' Δ=120°00'02"
18. S 26°45'00" E 20.00'	52. S 60°53'02" W 3.66'
19. S 63°15'00" W 16.08'	53. N 37°30'00" W 15.62'
20. R=5.00' L=7.14' Δ=81°47'12"	54. S 52°30'00" W 8.67'
21. R=100.00' L=6.79' Δ=3°53'18"	55. N 37°30'00" W 40.00'
22. R=5.00' L=5.27' Δ=60°21'06"	56. N 52°30'00" E 15.03'
23. S 78°00'00" E 26.37'	57. R=5.00' L=7.85' Δ=90°00'00"
24. S 15°00'00" W 42.00'	58. N 37°30'00" W 6.00'
25. N 75°00'00" W 14.00'	59. R=5.00' L=6.24' Δ=71°30'00"
26. R=5.00' L=7.08' Δ=8°07'35"	60. S 71°00'00" W 40.90'
27. R=50.00' L=32.65' Δ=60°20'15"	61. N 14°00'00" W 42.00'
28. R=5.00' L=13.945' Δ=155°12'40"	62. N 71°00'00" E 23.50'
29. S 71°00'00" E 14.69'	63. R=5.00' L=9.43' Δ=128°01'31"
30. S 79°00'00" W 42.00'	64. R=2.50' L=4.62' Δ=28°45'05"
31. R=42.00' L=32.15' Δ=43°51'27"	65. R=10.00' L=17.80' Δ=101°28'29"
32. R=5.00' L=7.58' Δ=86°51'27"	66. R=75.00' L=66.70' Δ=50°57'18"
33. S 66°00'00" W 10.09'	67. R=25.00' L=71.64' Δ=164°11'10"
34. N 24°00'00" W 42.00'	68. R=85.00' L=63.62' Δ=42°53'04"

LITTLE BELLE CONDOMINIUMS

LOCATED IN THE N.E. QUARTER OF SECTION 28 TOWNSHIP 2 S., RANGE 4 E., S.L.B.&M.

CITY COUNCIL APPROVAL

PRESENTED TO THE BOARD OF CITY COUNCIL THIS 17th DAY OF December A.D. 1981, AT WHICH TIME THIS RECORD OF SURVEY WAS APPROVED

M. Ralston
CITY CLERK
MAYOR

CITY ENGINEER

APPROVED AND ACCEPTED BY THE PARK CITY CITY ENGINEERING DEPARTMENT ON THIS 7th DAY OF DECEMBER A.D. 1981.

Eric W. DeHann, P.E.
ASST CITY ENGINEER

CITY PLANNING COMMISSION

APPROVED AND ACCEPTED BY THE CITY PLANNING COMMISSION ON THIS 7th DAY OF December A.D. 1981.

H. Guy Lawton
CHAIRMAN

APPROVAL AS TO FORM

APPROVED AS TO FORM ON THIS 17th DAY OF December A.D. 1981.

Michael J. Wray
CITY ATTORNEY

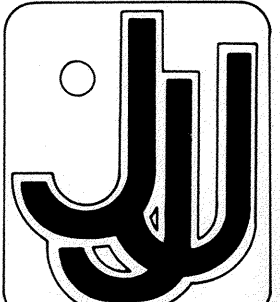
RECORDED

NO 186813 data 12-21-81 at 3:50
STATE OF Utah
COUNTY OF Summit
RECORDED AND FILED AT THE REQUEST OF:
Little Belle Condominiums Deer Valley
40.00 FEES
Shanda Y. Springs
COUNTY RECORDER

J.J. Johnson & Associates

Park Meadows Plaza,
Highway 248
Park City, Utah 84060

(801) 649-9811

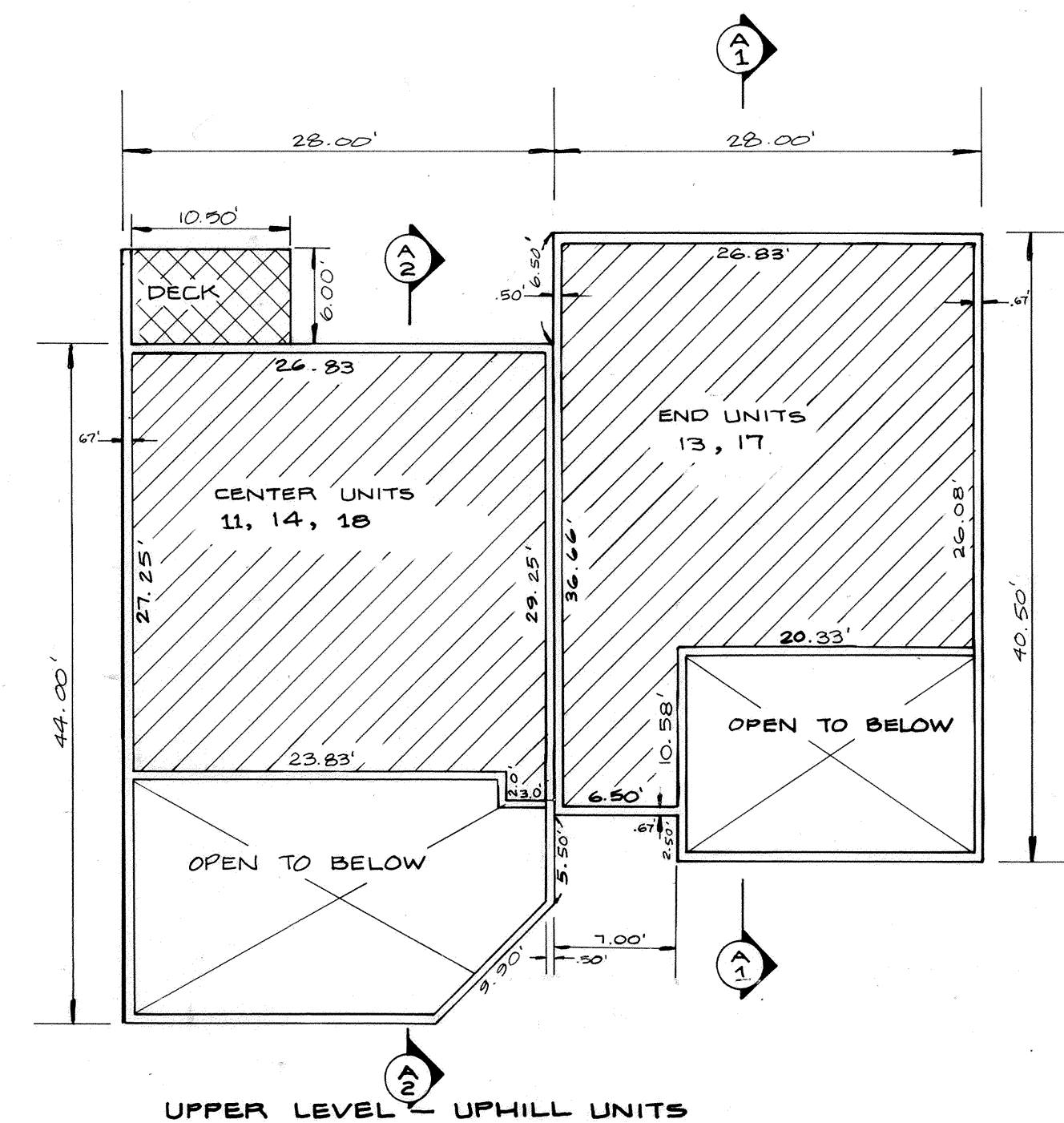
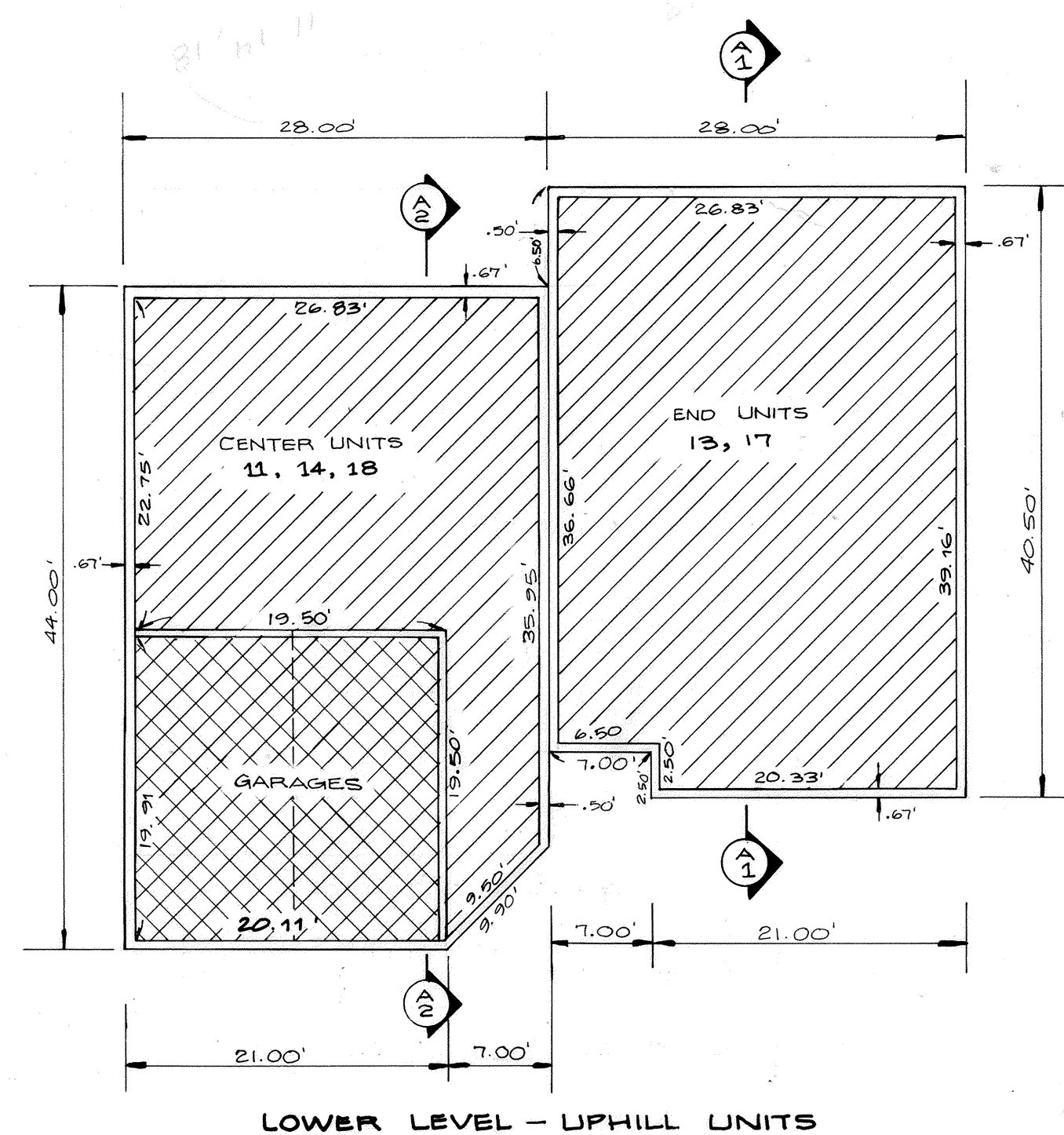
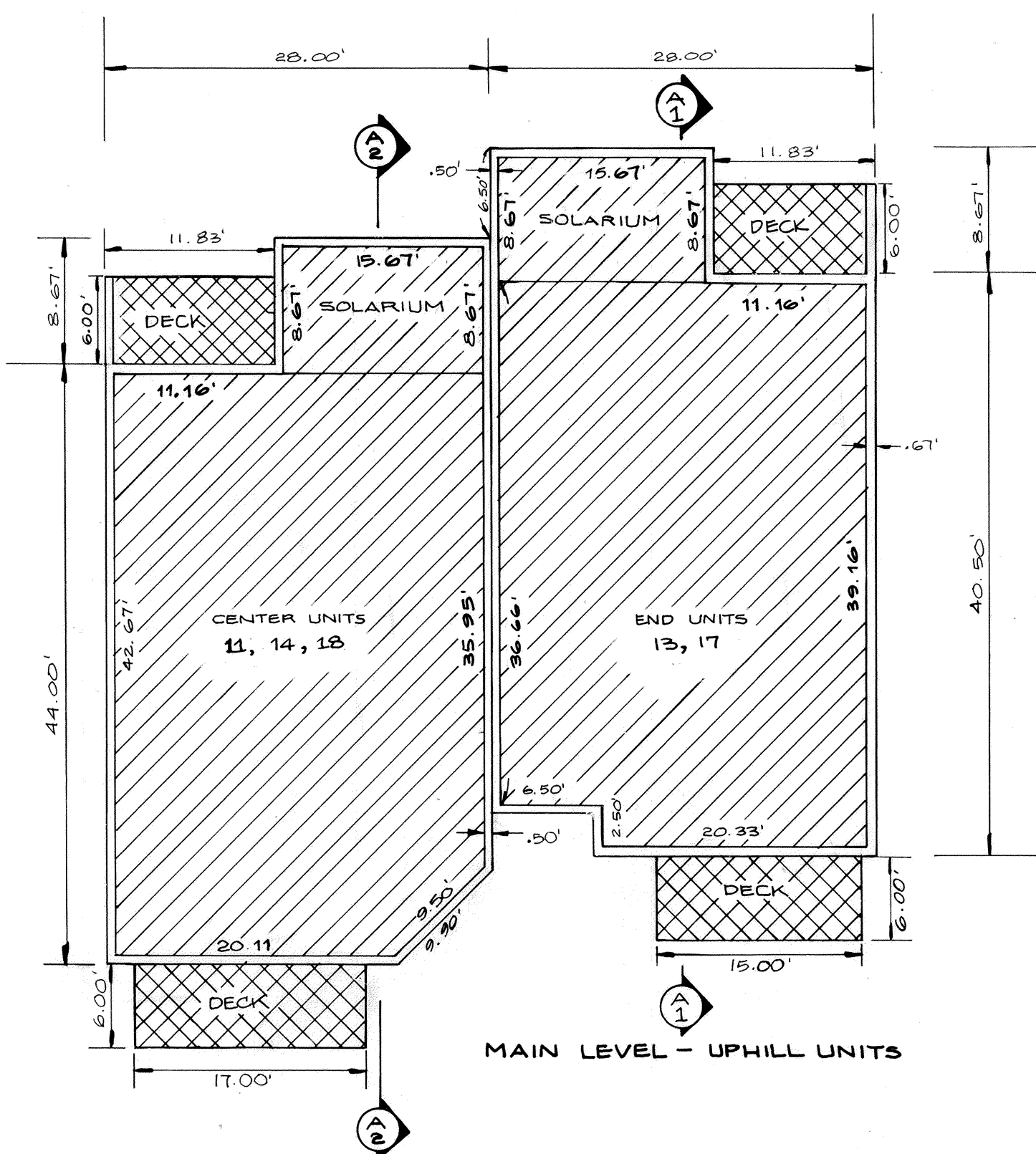
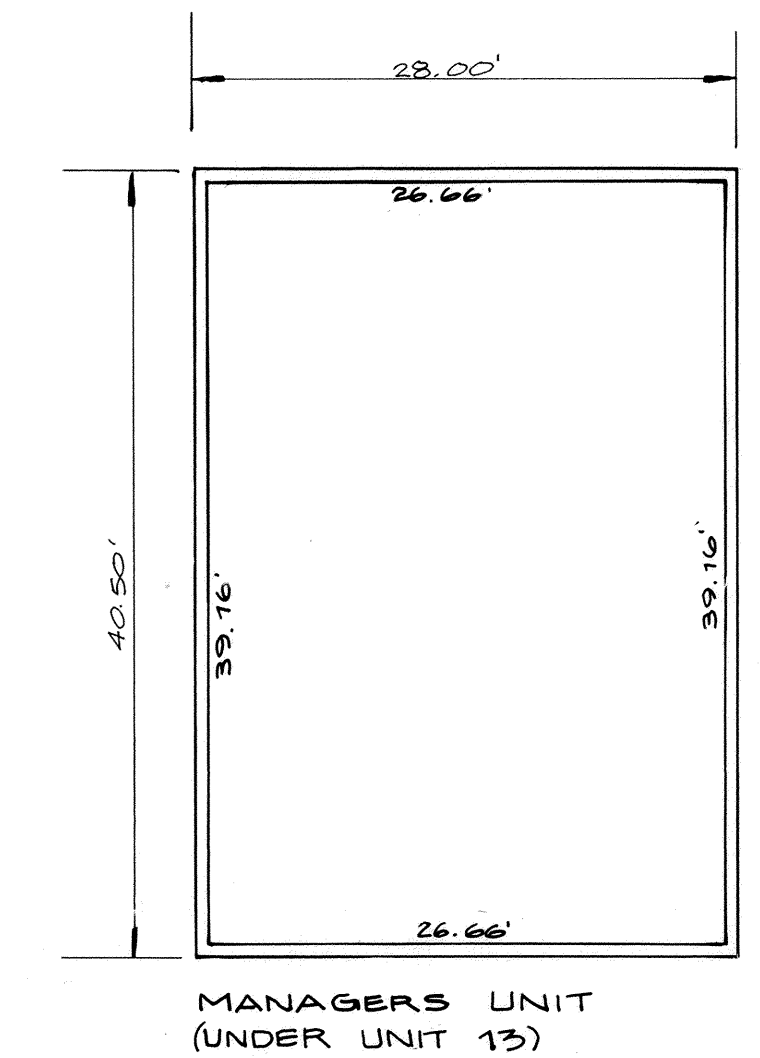
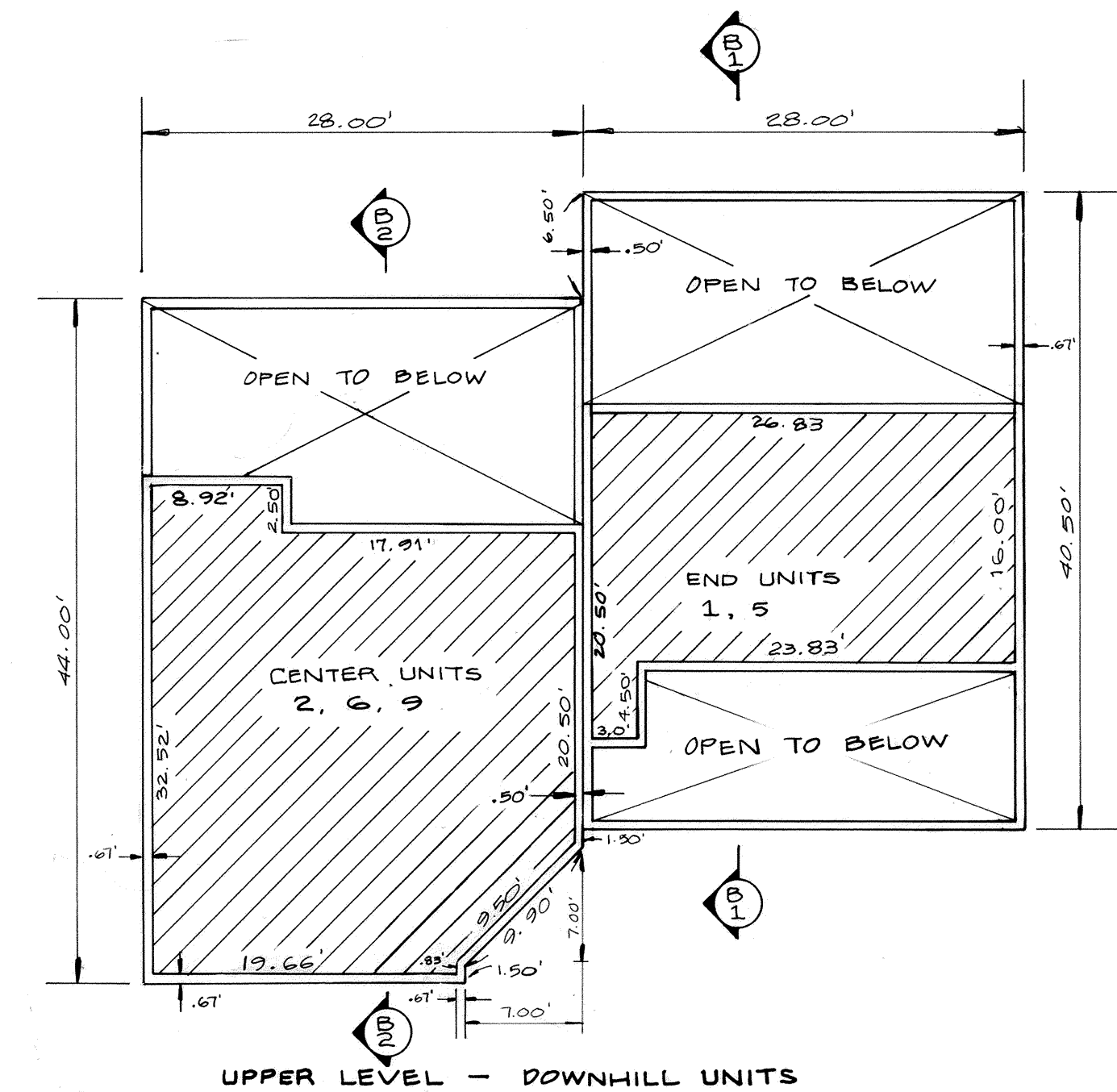
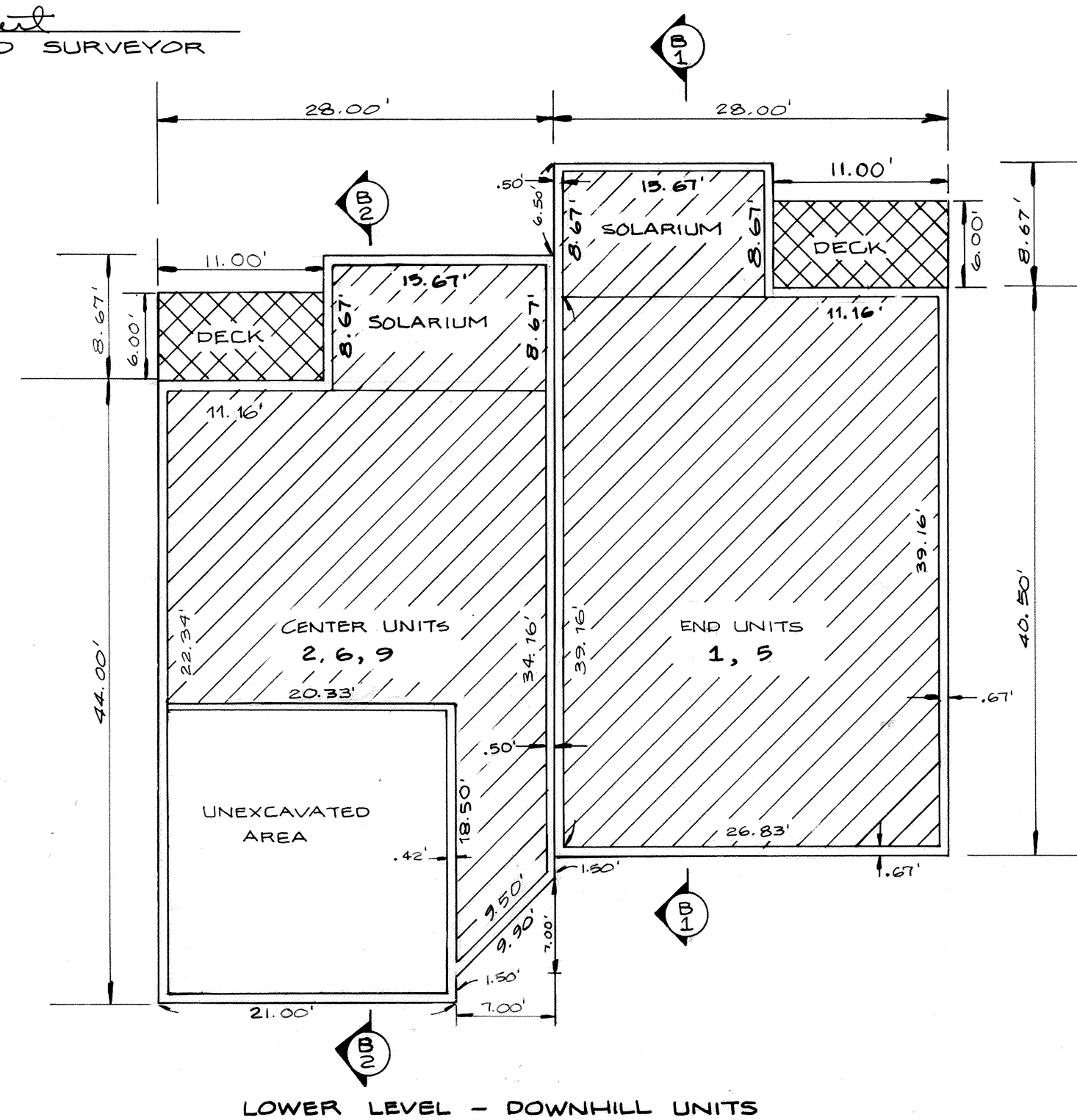
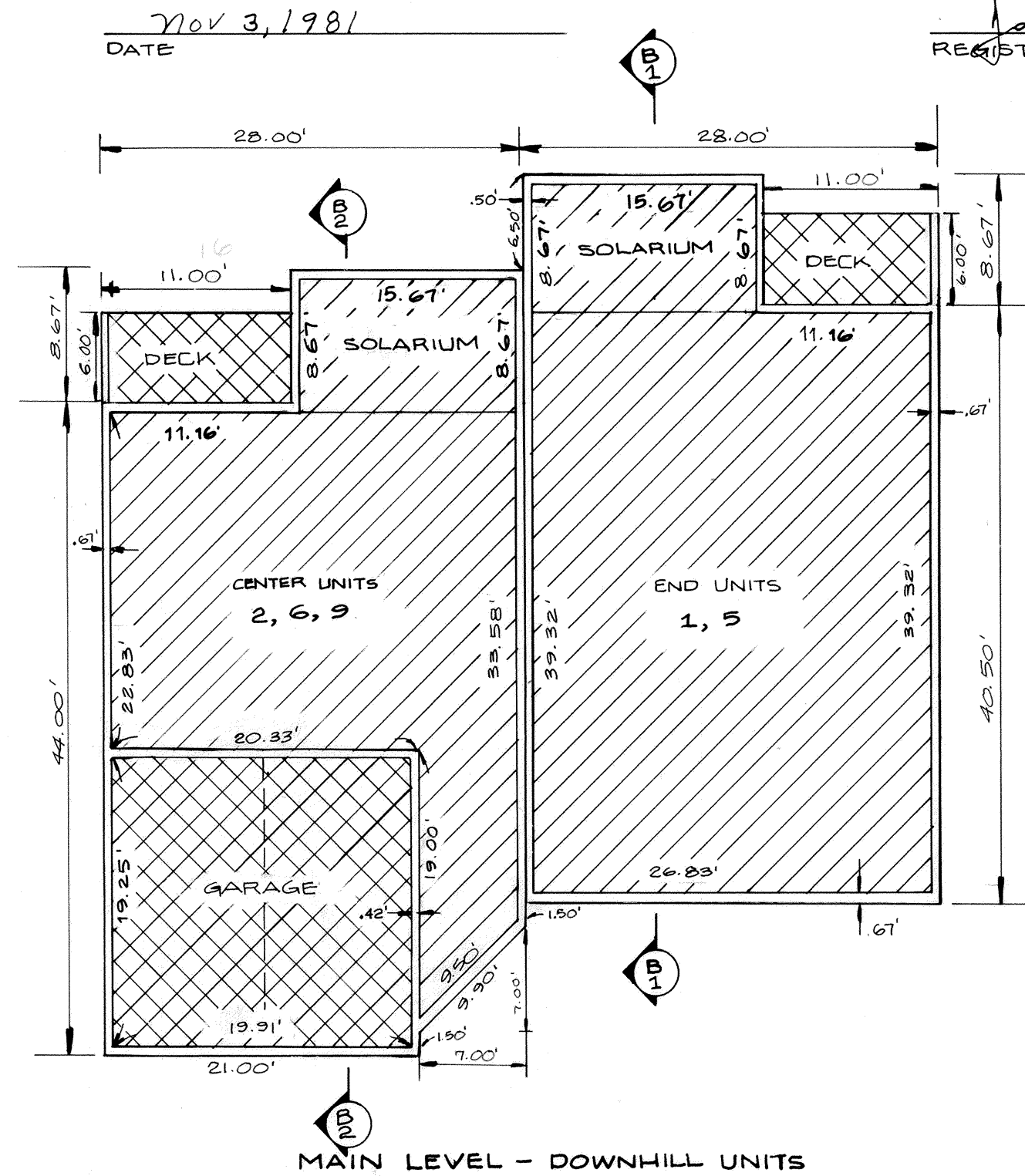


I, JAMES G. WEST, DO HEREBY CERTIFY THAT THE BUILDING SPECIFICATIONS OF
LITTLE BELLE CONDOMINIUMS, A UTAH CONDOMINIUM PROJECT, ARE
AND WILL BE AS SHOWN ON THIS PLAT.

NOTE: UNITS 3, 4, 7, 8, 10, 12, 15, 16, 19 & 20 ARE REVERSED FLOOR PLANS
OF THOSE SHOWN BELOW. ALL DIMENSIONS ARE EXACTLY THE SAME.

Nov 3, 1981
DATE

James G. West
REGISTERED LAND SURVEYOR



UNIT NO.	PRIVATE OWNERSHIP IN SQUARE FEET
1, 4, 5, 8	2684.26
2, 3, 6, 7, 9, 10	2680.79
11, 12, 14, 15, 18, 19	3024.63
16, 17, 20	3096.97
13 * MAIN & UPPER FLOORS ONLY	1822.26
MANAGERS UNIT (UNDER UNIT 13)	1044.01

FIGURES EXCLUDE GARAGE SQ. FOOTAGE
ALL FIGURES INCLUDE STORAGE SQ. FOOTAGE

COMMON OWNERSHIP	
LIMITED COMMON OWNERSHIP	
PRIVATE OWNERSHIP	

SHT. 2 OF 3

CITY COUNCIL APPROVAL

PRESENTED TO THE BOARD OF
CITY COUNCIL THIS _____ DAY OF _____
A.D. 19____, AT WHICH TIME THIS
RECORD OF SURVEY WAS APPROVED

CITY CLERK
MAYOR

CITY ENGINEER

APPROVED AND ACCEPTED BY THE
CITY ENGINEERING DEPART-
MENT ON THIS _____ DAY OF _____
A.D. 19____.

CITY ENGINEER

CITY PLANNING COMMISSION

APPROVED AND ACCEPTED BY THE
CITY PLANNING COMMISSION ON THIS _____
DAY OF _____ A.D. 19____

CHAIRMAN

APPROVAL AS TO FORM

APPROVED AS TO FORM ON THIS _____
DAY OF _____ A.D. 19____.

CITY ATTORNEY

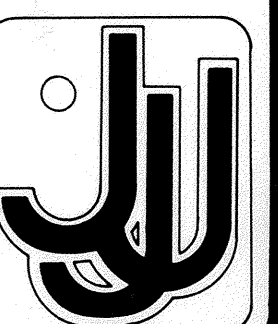
RECORDED

No 186813 date 12-21-81 at 3:50
STATE OF Utah
COUNTY OF Summit
RECORDED AND FILED AT THE REQUEST OF:
Little Belle Condominiums, Inc. Vasey
\$ 40.00
FEES
Nanda Y. Sprigg
COUNTY RECORDER

J.J. Johnson & Associates

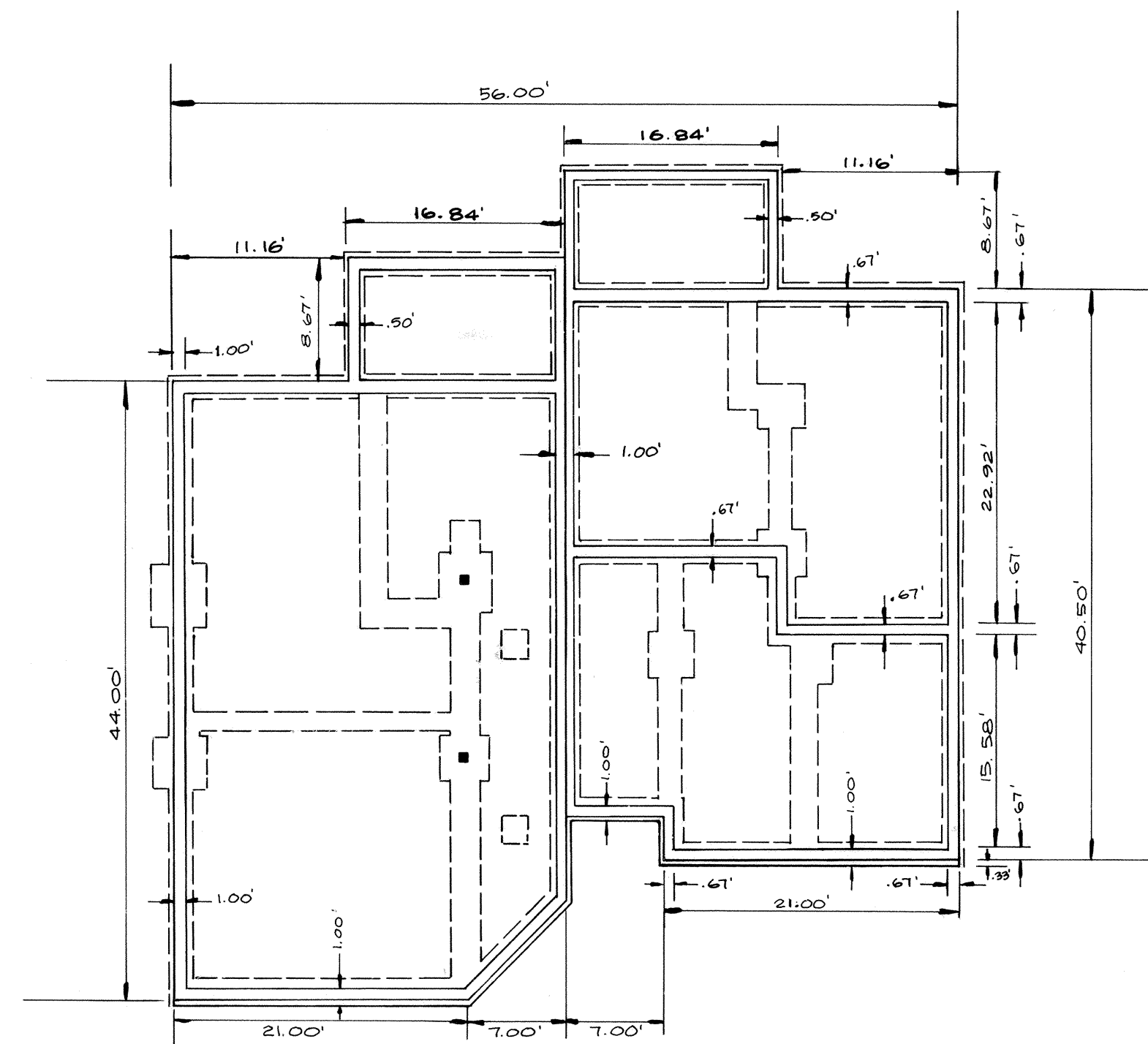
Park Meadows Plaza,
Highway 248
Park City, Utah 84060

(801) 649-9811

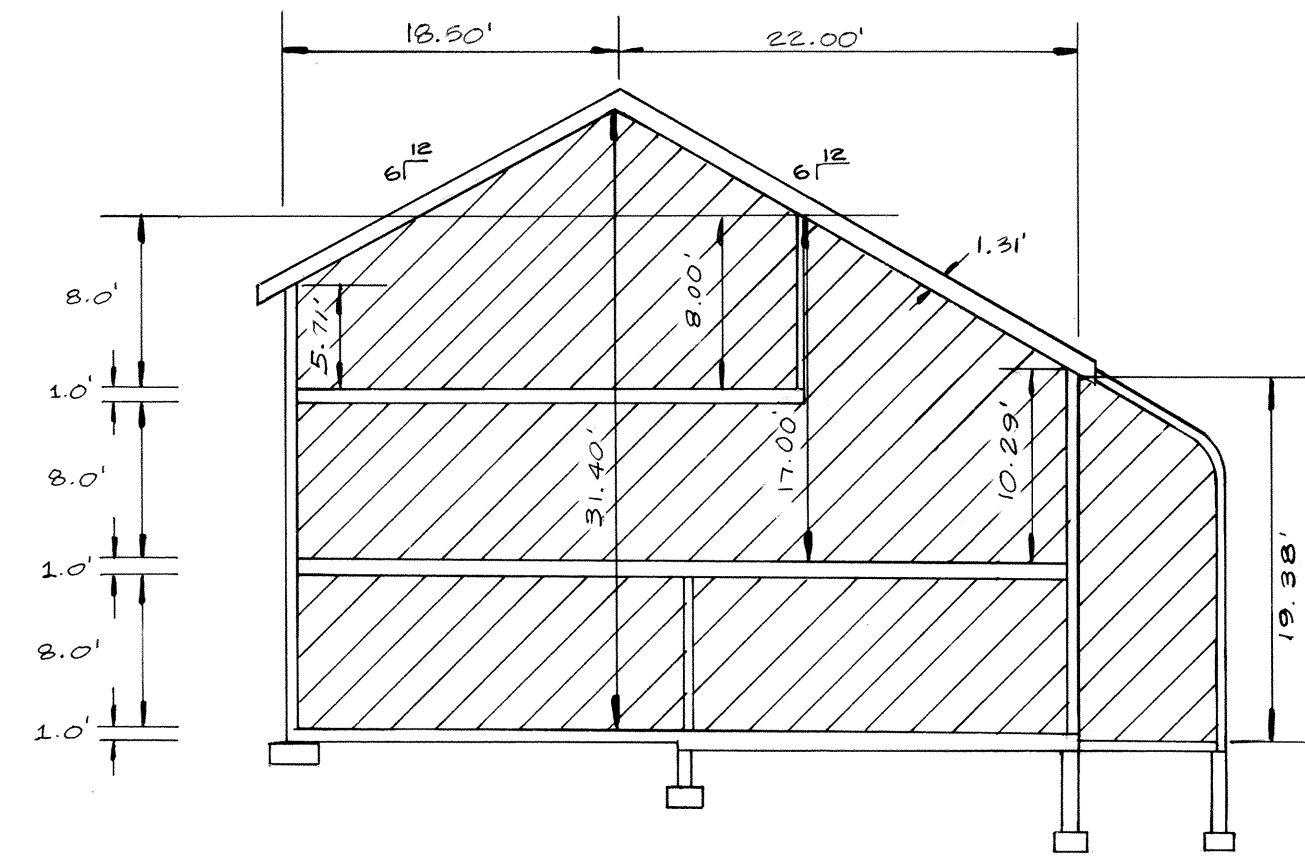


Nov 3, 1981
DATE

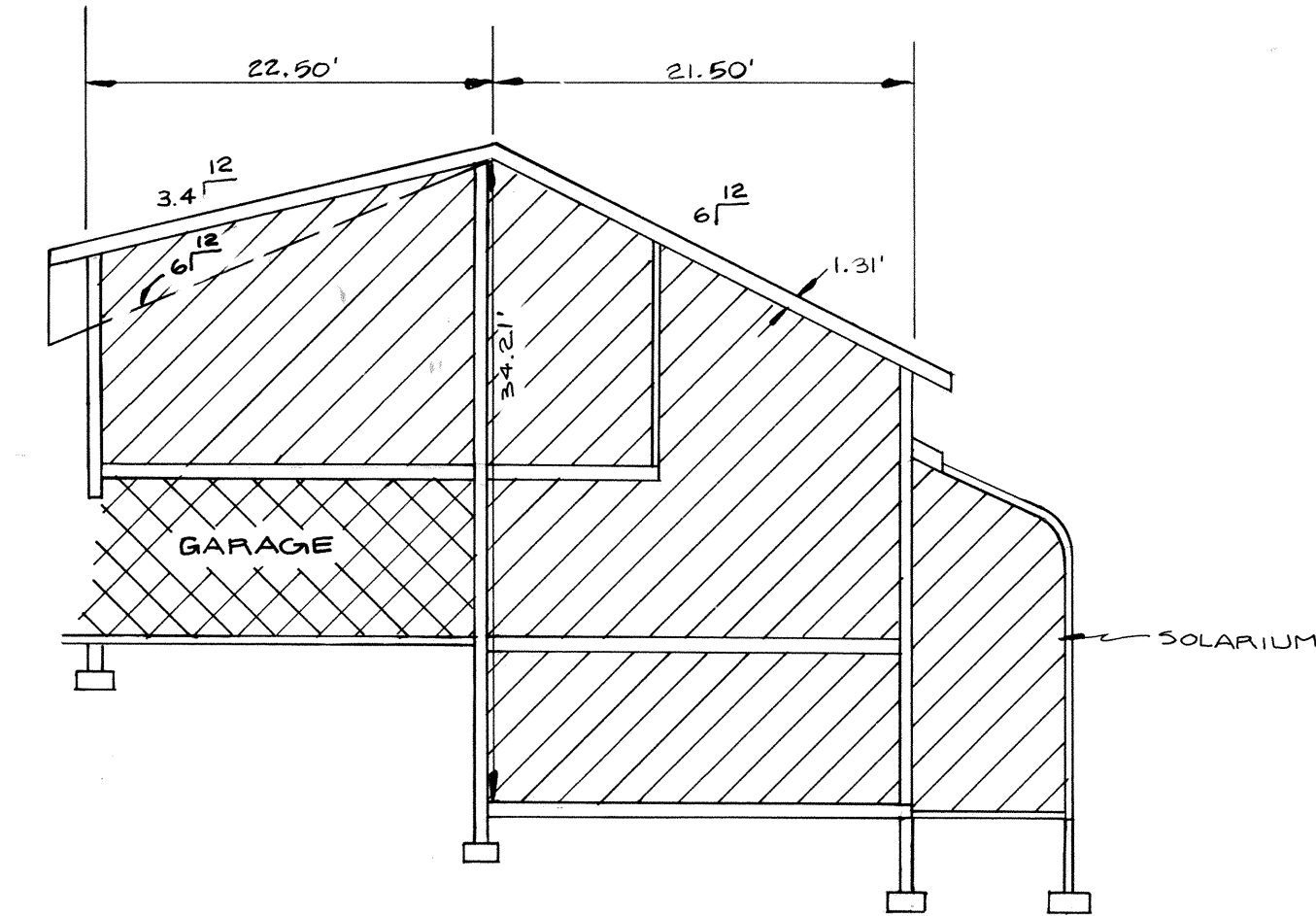
James H. West
JAMES G. WEST
REGISTERED UTAH LAND SURVEYOR
LICENSE NO. 3082



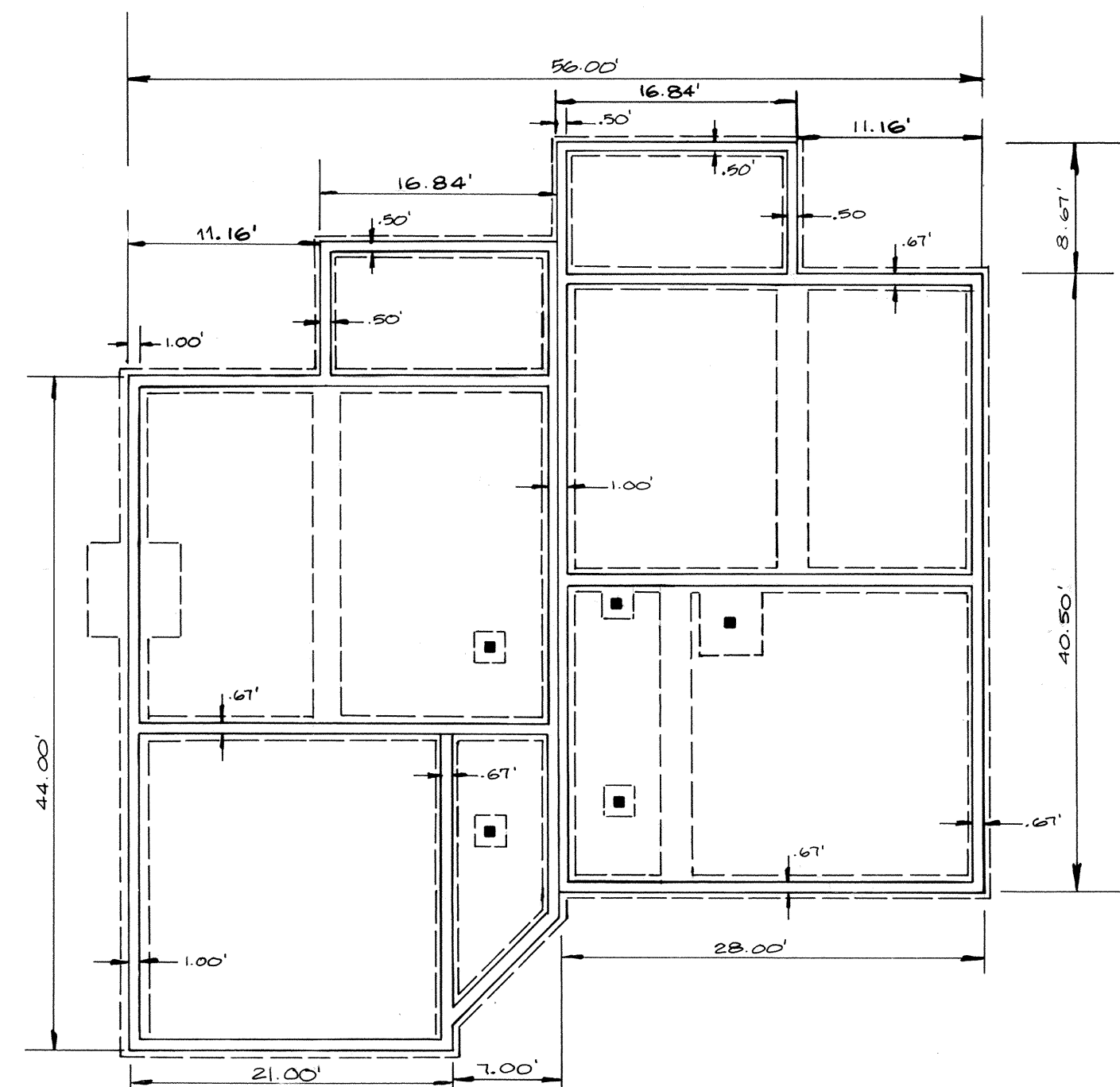
FOOTING & FOUNDATION PLAN
UPHILL UNITS - A



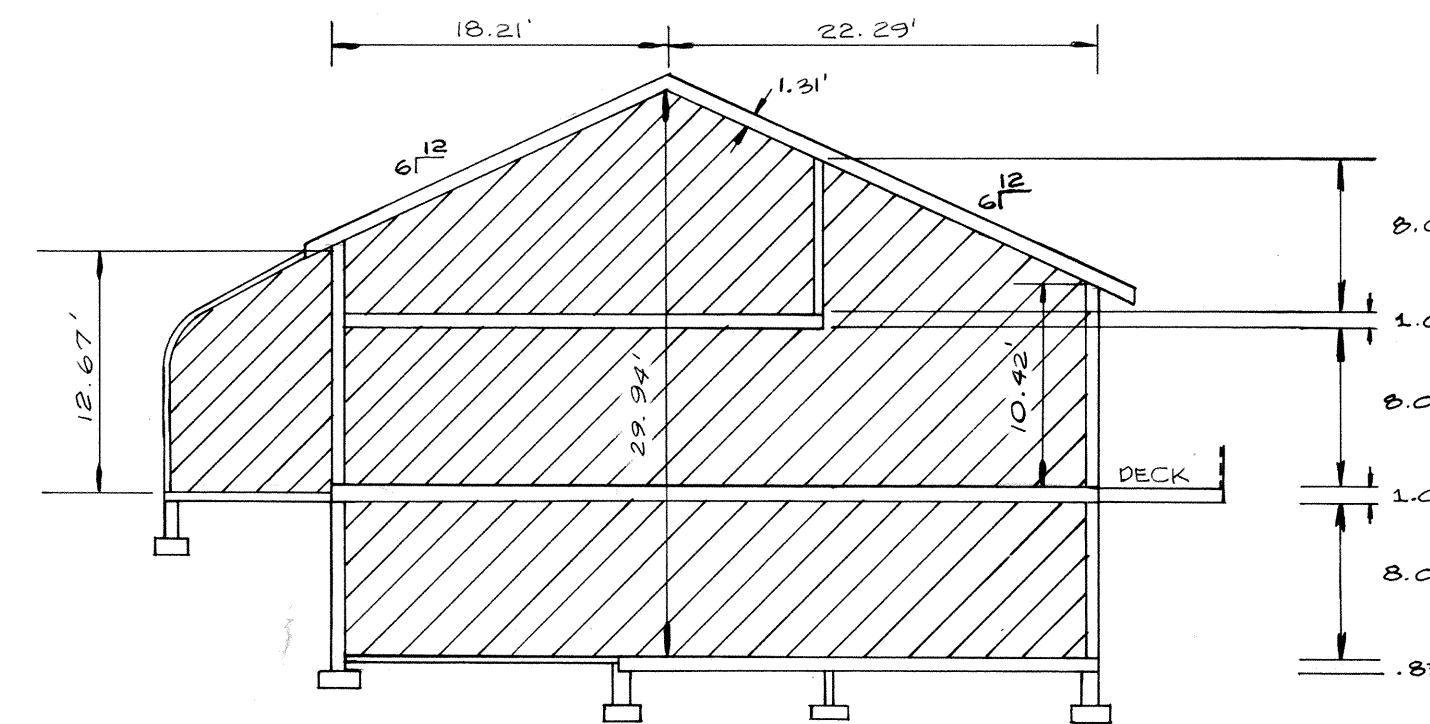
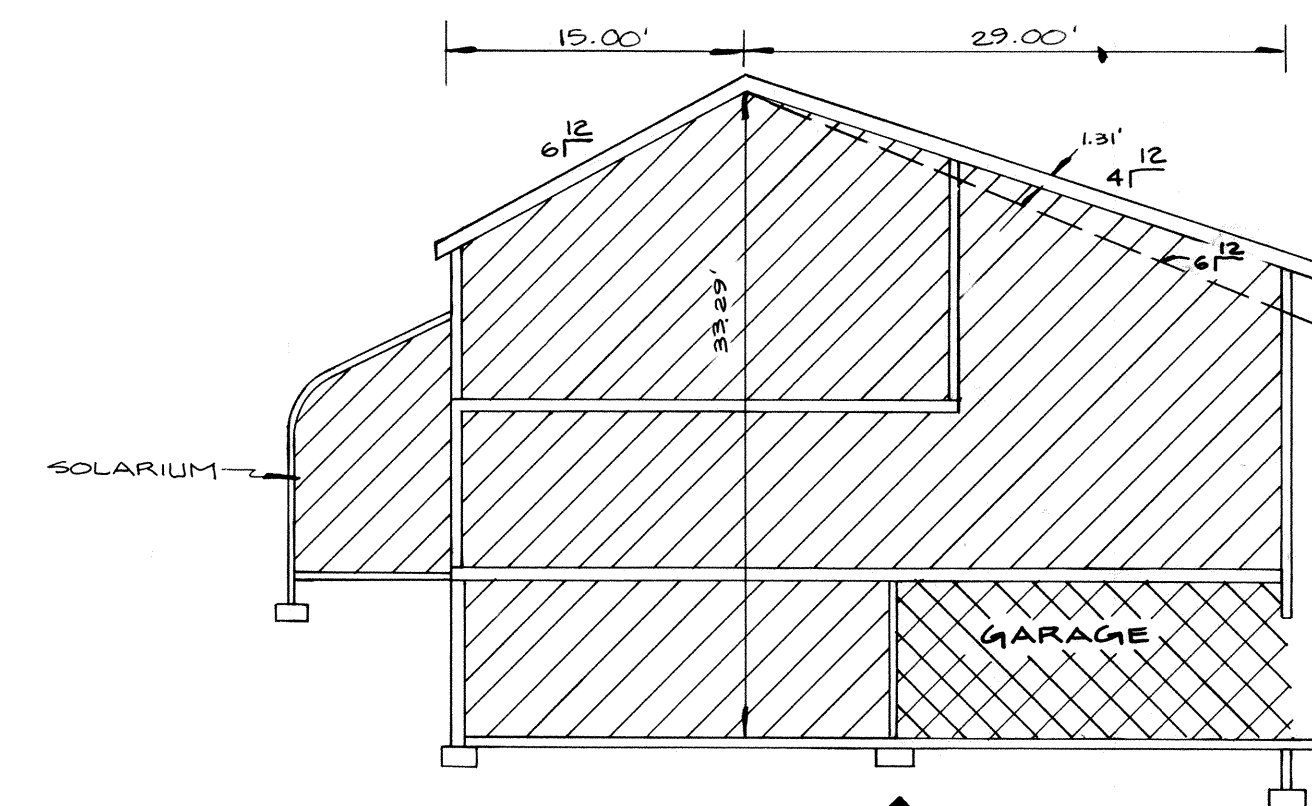
DOWNHILL END UNITS 



DOWNHILL CENTER
UNITS



FOOTING & FOUNDATION PLAN
DOWNHILL UNITS - B

UPHILL END UNITS UPHILL CENTER UNITS 

BUILDING #1	FINISHED FLOOR ELEV.'S	FINISHED CEILING ELEV.'
FINISHED BASEMENT	8062.01	8070.01
FINISHED FIRST FLOOR	8071.01	8079.01
FINISHED SECOND FLOOR	8080.01	8088.01

BUILDING #2		
FINISHED BASEMENT	8062.97	8070.97
FINISHED FIRST FLOOR	8071.97	8679.97
FINISHED SECOND FLOOR	8080.97	8088.97

BUILDING #3		
FINISHED BASEMENT	8064.43	8072.43
FINISHED FIRST FLOOR	8073.43	8081.43
FINISHED SECOND FLOOR	8082.43	8090.43

BUILDING # 4		
FINISHED BASEMENT	8078.93	8086.93
FINISHED FIRST FLOOR	8087.93	8095.93
FINISHED SECOND FLOOR	8096.93	8104.93

BUILDING # 5	FINISHED FLOOR ELEV. 1'S	FINISHED CEILING ELEV. 1'S
FINISHED BASEMENT	8086.02	8094.02
FINISHED FIRST FLOOR	8093.02	8103.02
FINISHED SECOND FLOOR	8104.02	8112.02

BUILDING #6	FINISHED FLOOR ELEV.'S	FINISHED CEILING ELEV.'S
FINISHED BASEMENT	8081.10	8089.10
FINISHED FIRST FLOOR	8090.10	8098.10
FINISHED SECOND FLOOR	8099.10	8107.10

LITTLE BEST CANDY

NOTE: CEILING ELEVATIONS ARE TAKEN FROM THE LOWEST POINT OF THE CEILING.

SHT. 3 OF 3

PRESENTED TO THE BOARD OF _____
CITY COUNCIL THIS _____ DAY OF
_____ A.D. 19____, AT WHICH TIME THIS
RECORD OF SURVEY WAS APPROVED

CITY CLERK

MAYOR

APPROVED AND ACCEPTED BY THE
_____ CITY ENGINEERING DEPART-
MENT ON THIS _____ DAY OF _____
A.D. 19____.

CITY ENGINEER

APPROVED AND ACCEPTED BY THE _____
CITY PLANNING COMMISSION ON THIS _____
DAY OF _____ A.D. 19____

H. Gregory Lawson
CHAIRMAN

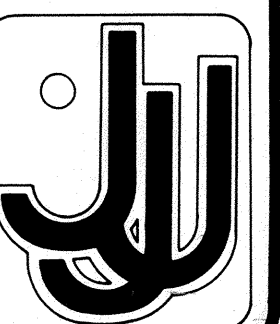
APPROVED AS TO FORM ON THIS _____
DAY OF _____ A.D. 19____.

CITY ATTORNEY

No 186813 date 12-21-81 at 3:50
STATE OF Utah
COUNTY OF Summit
RECORDED AND FILED AT THE REQUEST OF:
Little Belle Condominiums Deer Valley
\$ 40.00 Wanda J. Spring
FEES COUNTY RECORDER

Park Meadows Plaza,
Highway 248
Park City, Utah 84060

(801) 649-9811





Little Belle, Unit 2 East Elevation



Little Belle, Unit 2 West Elevation



Little Belle, Unit 2 West Elevation



Little Belle, Unit 2 West Elevation

LITTLE BELLE CONDOMINIUMS

UNIT 2

(7165 Little Belle Court)

November 25, 2020

PROJECT INTENT

Little Belle Condominiums was originally recorded December 21, 1981, as Entry No. 186813. On August 8, 2001, the Second Amendment to Little Belle Condominiums was recorded as Entry No. 595276, which included an expansion of the Lower Level of Unit 2.

This application proposes to expand the Main Level by 150 square feet to the back in a westerly direction. This expansion will also include a new deck adjacent to the newly expanded Main Level.

Little Belle Homeowners Assoc.
PO Box 680165
Park City, Utah 84068

January 8, 2021

Marshall King
Plat Coordinator
323 Main Street
Park City, Utah 84060

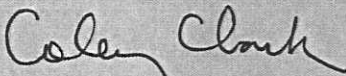
Via email: marshall@alliance-engr.com

RE: Little Belle Homeowners Association
Certification of vote to modify Unit 2

Dear Mr. King and Municipal Officials,

This letter confirms that the proposed modifications to 7165 Little Belle Ct. Unit 2, Park City, Utah 84060 have been approved by the required 2/3rds of the members of the Little Belle Homeowners.

Sincerely,



Coley Clark
Little Belle Homeowners Association, President

Council Agenda Item Report

Meeting Date: April 15, 2021

Submitted by: Brendan Conboy

Submitting Department: Planning

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve Ordinance 2021-16, an Ordinance Amending the Land Management Code Section 15-2.13-2 to Prohibit Nightly Rentals in the Fairway Meadows Subdivision
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Fairway Meadows Subdivision LMC Amendment Staff Report](#)

[Exhibit A: Draft Ordinance](#)

[Exhibit B: Applicant Submittal](#)

City Council Staff Report



Subject: Nightly Rentals in the Fairway Meadows Subdivision
Application: PL-21-04754
Author: Brendan Conboy, Senior Planner
Date: April 15, 2021
Type of Item: Legislative – Land Management Code Amendment

Summary Recommendations

Staff recommends the City Council review the proposed Land Management Code (LMC) amendment to prohibit nightly rentals in the Fairway Meadows Subdivision, hold a public hearing, and consider approving Ordinance No. 2021-16.

Description

Applicant: Fairway Meadows Homeowner's Association
LMC: § 15-2.13-2, *Residential Development - Uses*
Reason for Review: Land Management Code amendments require Planning Commission review and recommendation to the City Council for Final Action.

Acronyms

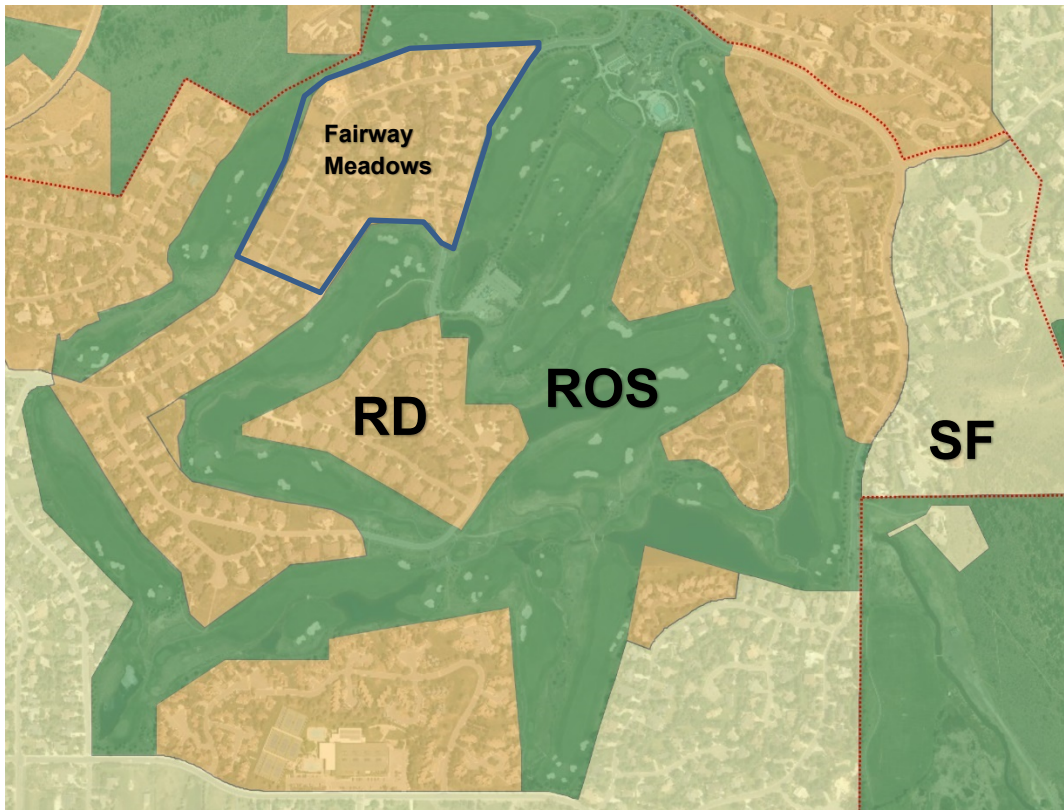
CC&Rs	Covenants, Conditions, & Restrictions
HOA	Homeowner's Association
LMC	Land Management Code
RD	Residential Development
ROS	Recreation Open Space
SF	Single Family

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

Executive Summary and Background

The Fairway Meadows Subdivision is located in the Residential Development (RD) Zoning District. The Fairway Meadows Subdivision consists of 60 lots total approved in 1992. All developed lots within the subdivision contain Single-Family Dwellings. Per an aerial image analysis, only Lots 4, 10, and 12 remain vacant with the rest of the subdivision built out.

The following map identifies the location of the Fairway Meadows Subdivision within the RD Zoning District.



Per LMC [§ 15-2.13-2](#), the RD Zoning District allows Nightly Rentals in the Fairway Meadows Subdivision. On January 28, 2021, the Fairway Meadows Homeowner's Association applied to amend LMC [§ 15-2.13-2](#) to prohibit Nightly Rentals in the Fairway Meadows Subdivision. The Fairway Meadows CC&Rs prohibit Nightly Rentals, however the City does not enforce CC&Rs per LMC [§ 15-1-3](#).

Nightly Rentals were first faced by Park City prior to the Olympics during the proliferation of vacation rental platforms. A holistic review of all Zoning Districts was completed by the Planning Commission and City Council in 1999 and 2000. The RD was contemplated at that time and an LMC Amendment was adopted by City Council in 2000 as an entire rewrite of the LMC including regulation of Nightly Rentals in Commercial and Residential Zones. No public comment was received in opposition of the LMC Amendment allowing Nightly Rentals in the Fairway Meadows Subdivision within the RD District.

Conversely, per the July 6, 2000 City Council Meeting Minutes ([link](#), page 8) the Solamere HOA did request that Nightly Rentals be prohibited in their subdivision. The Planning Commission stated that the Solamere HOA could pursue a Rezone from RD to Single Family (SF) to resolve the issue as Nightly Rentals are prohibited in the SF Zoning District. Solamere is still located within the RD Zoning District so the HOA did not pursue a Rezone.

The CC&Rs for the Fairway Meadows Subdivision are original from 1992 and currently

restrict Nightly Rentals – which was before the 2000 LMC Amendment for the RD Zoning District. Section § 4.21 of the Declaration of Covenants, Conditions, and Restrictions for Fairway Meadows, Park City, Utah, reads:

No Transient Lodging Uses: The lots are to be used for residential housing purposes only, and shall not be rented in whole or in part for transient lodging purposes, boarding house, “bed and breakfast,” or other uses for providing accommodations to travelers. No lease of any dwelling on a Lot shall be for a period of less than 30 days. No dwelling on a Lot shall be subjected to time interval ownership.

The Fairway Meadows HOA has indicated that they sent a letter to their members on November 24, 2020, requesting a vote on the proposed LMC Amendment and the following results were reported in the submitted application:

Vote	Position
47	“support rezoning the Fairway Meadows HOA to reflect CC&Rs which prohibits nightly rentals”
5	“do not support rezoning”
0	“abstained”
8	“did not respond”
60	Total

On March 24, 2021, the Park City Planning Commission unanimously approved forwarding a positive recommendation to the City Council for the proposed LMC Amendment prohibiting Nightly Rentals in the Fairway Village Subdivision ([Staff Report](#), [Audio](#)). The Planning Commission commended the applicants for taking the initiative to address Short-Term Rentals within their neighborhood.

Analysis

(I) Staff recommends the City Council review the proposed LMC Amendment, consider the redlines as found in the Draft Ordinance, and consider approving Ordinance No. 2021-16.

The LMC is designed, enacted, restated, and reorganized to implement the goals and policies of the Park City General Plan. LMC [§ 15-1-2](#).

The Fairway Meadow Subdivision is located within the Park Meadows Neighborhood in the General Plan. The General Plan outlines specific strategies to address Nightly Rentals in an effort to strike a delicate balance to maintain a sense of community. The General Plan identifies the following Objectives, Community Planning Strategies, and specific Park Meadows Detailed Strategies:

Objective 7C: Focus future nightly rental units to resort neighborhoods - near Park City Mountain Resort and Deer Valley.

Community Planning Strategy 7.4: *Focus nightly rental within resort neighborhoods - Deer Valley and Park City Mountain Resort areas.*

Community Planning Strategy 11.4: *Limit visitor-oriented development and nightly rental to existing resort neighborhoods. Restrict nightly rental from primary residential neighborhoods.*

Detailed Strategies for Park Meadows states: *To maintain Park Meadows as a local residential neighborhood, nightly rental should be prohibited and a diversity of housing opportunities should continue to be encouraged and protected. The local ambiance of this neighborhood is an essential part of its character.*

The Park Meadows area identified in the General Plan encompasses the following Zoning Districts and corresponding regulations of Nightly Rentals:

Zoning District	Nightly Rental Regulation
Estate (E)	Allowed
Residential Development (RD)	Allowed ¹
Recreation Open Space (ROS)	Prohibited
Single Family (SF)	Prohibited in the Park Meadows Neighborhood area of SF ²

Prohibiting Nightly Rentals in the Fairway Meadows Subdivision is consistent with the General Plan and some of the neighboring Zoning requirements within the Park Meadows Neighborhood area. Nightly Rentals are prohibited in the SF Zoning District portion of the Park Meadows Neighborhood, including, but not limited to the following subdivisions: Park Meadows Subdivision Phases No. 1 and No. 2, Holiday Ranchettes, Fairway Hills Subdivision Phases 1 and 2. With that said, this will be one (1) of only three (3) subdivisions within the RD Zoning District that will prohibit Nightly Rentals.

The proposed LMC amendment also complies with the RD Zoning District because other subdivisions in the area have also restricted Nightly Rentals to protect primarily residential neighborhoods

LMC § [15-2.13-1 Purpose](#)

The purpose of the RD Zoning District is to:

1. allow a variety of Residential Uses that are Compatible with the City's Development objectives, design standards, and growth capabilities,
2. encourage the clustering of residential units to preserve natural Open Space, minimize Site disturbance and impacts of Development, and minimize the cost of municipal services,
3. allow commercial and recreational activities that are in harmony with residential neighborhoods,
4. minimize impacts of the automobile on architectural design,

¹ Prohibited in April Mountain, Mellow Mountain, and Meadow Estates Phases #1A and #1B

² Allowed **only** within Prospector Village Subdivision (this is outside of Park Meadows Neighborhood)

5. promote pedestrian connections within Developments and between adjacent Areas; and
6. provide opportunities for variation in architectural design and housing types.

Per [LMC § 15-2.13-2](#), the RD Zoning District allows Nightly Rentals in the Fairway Meadows Subdivision. However, Footnote #3 addresses the prohibition of Nightly Rentals in other subdivisions,

³Nightly Rentals do not include the Use of dwellings for Commercial Uses and Nightly Rentals are not permitted in the April Mountain, Mellow Mountain Estates Subdivisions, and Meadows Estates Subdivision Phases #1A and #1B.

Upon further research, [Ordinance 14-35](#) amended LMC § 15-2.13-2 to prohibit Nightly Rentals in the April Mountain and Mellow Mountain Estates Subdivisions. According to the June 26, 2014 City Council Staff Report ([link](#), page 184), the LMC Amendment was a Planning Department driven amendment to address the following:

At the time of approval and recordation of the April Mountain and Mellow Mountain Estates Subdivisions, Nightly Rental uses were prohibited from these subdivisions. There are notes on the plats stating that Nightly Rental is prohibited within these subdivisions. Nightly Rentals are an allowed use in the Residential Development (RD) zoning district where these subdivisions are located. To reduce confusion Staff recommends that a footnote be added to the “Nightly Rental” listing under Allowed Uses to codify the prohibition of Nightly Rentals within these two subdivisions. This is an administrative amendment (see Exhibit A- Attachment 2).

In July of 2020, the City Council passed [Ordinance 2020-38](#), *An Ordinance Amending the Land Management Code of Park City § 15-2.13-2 to Prohibit Nightly Rentals in the Meadows Estates Subdivision Phases #1A and #1B* at the request of the Meadows Estates HOA. The Fairway Meadows Subdivision is directly adjacent to the Meadows Estates Subdivision Phases #1A and #1B, and the applicant’s request mirrors that of the Meadows Estates HOA last year.

In the staff report for the Meadows Estates Subdivision Phases #1A and #1B LMC Amendment, staff expressed the following concerns regarding LMC Amendments and enforcing private CC&Rs:

The Meadows Estates HOA has proposed the following LMC Amendment to align the LMC with their CC&Rs since the City does not enforce CC&Rs. While the proposed LMC Amendment is consistent with the General Plan and other recent discussions with Planning Commission and City Council regarding Nightly Rentals, staff does have some concerns about setting an expectation that HOAs can pursue LMC Amendments to enforce their respective CC&Rs. Each future LMC Amendment will be addressed on a case-by-case basis, but staff does want to bring this concern to light in advance of any future LMC Amendments for CC&R matters that the City may find challenging to enforce (examples include, but are not limited to: paint color, domestic pet requirements, general operational

rules, etc.).

Staff has included these concerns again for City Council discussion given the nature of the identical request from an adjacent subdivision.

Nevertheless, The Fairway Meadows HOA has reported a majority vote of its members in favor of the proposed LMC Amendment as indicated in the Executive Summary section of this staff report. As a result, staff recommends amending LMC Section CITE as follows:

Existing Footnote #3:

³Nightly Rentals do not include the Use of dwellings for Commercial Uses and Nightly Rentals are not permitted in the April Mountain and Mellow Mountain Estates Subdivisions.

Proposed Footnote #3:

³Nightly Rentals do not include the Use of dwellings for Commercial Uses and Nightly Rentals are not permitted in the April Mountain, Mellow Mountain Estates Subdivisions, and Meadows Estates Subdivision Phases #1A and #1B, and Fairway Meadows Subdivision.

The City has not processed or approved any Nightly Rental Business License applications in the Fairway Meadows Subdivision. Because of this, staff does not anticipate issues with Legal Non-Conforming Uses due to the proposed LMC Amendment.

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 March 10, 2021. Staff also mailed notice to all property owners within the Fairway Meadows Subdivision and Affected Entities on March 5, 2021. The *Park Record* published notice on March 10, 2021. LMC [§ 15-1-21](#).

Public Input

No input was received at the time this report was published.

Alternatives

- The City Council may approve Ordinance No. 2021-16;
- The City Council may deny the proposed LMC Amendment; or
- The City Council may request additional information and continue the discussion to a later date.

Exhibits

Exhibit A: Draft Ordinance

Attachment 1 – Amended LMC § 15-2.13-2

Exhibit B: Fairway Meadows HOA Application Submittal

Exhibit A: Amended LMC § 15-2.13-2

Ordinance No. 2021-16

AN ORDINANCE AMENDING THE LAND MANAGEMENT CODE SECTION 15-2.13-2 TO PROHIBIT NIGHTLY RENTALS IN THE FAIRWAY MEADOWS SUBDIVISION.

WHEREAS, the Homeowner's Association of the Fairway Meadows Subdivision has petitioned the City Council for approval of a request for an amendment to the Land Management Code to prohibit Nightly Rentals in the Fairway Meadows Subdivision; and

WHEREAS, on March 10, 2021, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, courtesy notice was sent to all affected property owners on March 5, 2021 and legal notice was published in the Park Record and Public Notice Website; and

WHEREAS, the Planning Commission held a public hearing on March 24, 2021, to receive input on the amended plat;

WHEREAS, the Planning Commission, on March 24, 2021, forwarded a positive recommendation to the City Council; and,

WHEREAS, on April 15, 2021, the City Council held a public hearing on the amended plat; and

WHEREAS, it is in the best interest of Park City, Utah, to approve the amendment to the Land Management Code to prohibit Nightly Rentals in the Fairway Meadows Subdivision; and

WHEREAS, Staff finds that the amendment to the Land Management Code will not cause undue harm to adjacent property owners and all requirements of the Land Management Code for any future development can be met.

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

SECTION 1. MUNICIPAL CODE OF PARK CITY, LAND MANAGEMENT CODE TITLE 15. The recitals above are incorporated herein as findings of fact. Section 15-2.13-2 is hereby amended as outlined in Attachment 1.

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

PASSED AND ADOPTED this 15th day of April, 2021.

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, MAYOR

ATTEST:

City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

15-2.13-2 Uses

Uses in the RD District are limited to the following:

1. ALLOWED USES.

1. Single-Family Dwelling
2. Duplex Dwelling
3. Secondary Living Quarters
4. Lockout Unit¹
5. Accessory Apartment²
6. Nightly Rental³
7. Home Occupation
8. Child Care, In-Home Babysitting⁴
9. Child Care, Family⁴
10. Child Care, Family Group⁴
11. Accessory Building and Use
12. Conservation Activity Agriculture
13. Parking Area or Structure with four (4) or fewer spaces
14. Recreation Facility, Private
15. Salt Lake City 2002 Winter Olympic Games Olympic Legacy Displays⁵
16. Food Truck Location¹⁶

2. CONDITIONAL USES.

1. Triplex Dwelling⁶
2. Multi-Unit Dwelling⁶
3. Guest House
4. Group Care Facility
5. Child Care Center⁴
6. Public and Quasi-Public Institution, Church, and School
7. Essential Municipal Public Utility Use, Facility, Service, and Structure
8. Telecommunication Antenna⁷
9. Satellite Dish Antenna, greater than thirty-nine inches (39") in diameter⁸
10. Raising, grazing of horses
11. Cemetery
12. Bed and Breakfast Inn
13. Hotel, Minor⁶
14. Hotel, Major⁶
15. Private Residence Club Project and Conversion¹⁰
16. Office, General^{6,9}
17. Office, Moderate Intensive^{6,9}
18. Office, Medical^{6,9}
19. Financial Institution without drive-up window^{6,9}

20. Commercial Retail and Service, Minor^{6,9}
21. Commercial Retail and Service, personal improvement^{6,9}
22. Commercial, Resort Support^{6,9}
23. Café or Deli^{6,9}
24. Restaurant, Standard^{6,9}
25. Restaurant, Outdoor Dining¹⁰
26. Outdoor Event¹⁰
27. Bar^{6,9}
28. Hospital, Limited Care Facility^{6,9}
29. Parking Area or Structure with five (5) or more spaces
30. Temporary Improvement¹⁰
31. Passenger Tramway Station and Ski Base Facility¹¹
32. Ski Tow, Ski Lift, Ski Run, and Ski Bridge¹¹
33. Recreation Facility, Public
34. Recreation Facility, Commercial⁶
35. Entertainment Facility, Indoor^{6,9}
36. Commercial Stables, Riding Academy¹²
37. Master Planned Development with moderate income housing density bonus¹²
38. Master Planned Development with residential and transient lodging Uses only¹²
39. Master Planned Development with Support Retail and Minor Service Commercial Uses¹²
40. Heliport¹²
41. Vehicle Control Gate¹³
42. Fences and walls greater than six feet (6') in height from Final Grade¹⁰
43. Salt Lake City 2002 Winter Olympic Games Olympic Legacy Displays¹⁴
44. Amenities Club
45. Club, Private Residence Off-Site¹⁵

3. **PROHIBITED USES.** Any Use not listed above as an Allowed or Conditional Use is a prohibited Use.

¹Nightly rental of Lockout Units requires a Conditional Use permit

²See LMC Chapter 15-4-7, Supplemental Regulations for Accessory Apartments

³Nightly Rentals do not include the Use of dwellings for Commercial Uses and Nightly Rentals are not permitted in the April Mountain, Mellow Mountain Estates Subdivisions, and Meadows Estates Subdivision Phases #1A and #1B, and Fairway Meadows Subdivision.

⁴See LMC Chapter 15-4-9 for Child Care Regulations

⁵Olympic Legacy Displays limited to those specific Structures approved under the SLOC/Park City Municipal Corporation Olympic Services Agreement and/or Olympic

Master Festival License and placed on the original Property set forth in the services agreement and/or Master Festival License

⁶Subject to provisions of LMC Chapter 15-6, Master Planned Development

⁷See LMC Chapter 15-4-14, Supplemental Regulations for Telecommunications Facilities

⁸See LMC Chapter 15-4-13, Supplemental Regulations for Satellite Receiving Antennas

⁹Allowed only as a secondary or support Use to the primary Development or Use and intended as a convenience for residents or occupants of adjacent or adjoining residential Developments.

¹⁰Requires an administrative Conditional Use permit.

¹¹As part of an approved Ski Area Master Plan. See LMC Chapter 15-4-18.

¹²Subject to provisions of LMC Chapter 15-6, Master Planned Development.

¹³See Section 15-4-19 for specific review criteria for gates.

¹⁴Olympic Legacy Displays limited to those specific Structures approved under the SLOC/Park City Municipal Corporation Olympic Services Agreement and/or Olympic Master Festival License and placed in an Area other than the original location set forth in the services agreement and/or Master Festival License.

¹⁵Only allowed within a Master Planned Development. Requires an Administrative Conditional Use permit. Is permitted only in approved existing Commercial spaces or developments that have ten (10) or more units with approved Support Commercial space. A Parking Plan shall be submitted to determine site specific parking requirements.

¹⁶The Planning Director, or his designee shall, upon finding a Food Truck Location in compliance with Municipal Code 4-5-6, issue the property owner a Food Truck Location administrative approval letter.

PARK CITY MUNICIPAL CORPORATION
PLANNING DEPARTMENT
445 MARSAC AVE ° PO BOX 1480
PARK CITY, UT 84060
(435) 615-5060

PARK CITY

For Office Use Only

PLANNING COMMISSION	CITY COUNCIL	APPLICATION #
APPROVED _____	APPROVED _____	DATE RECEIVED _____
DENIED _____	DENIED _____	ORDINANCE _____
PROJECT PLANNER _____		EXPIRATION _____

PROJECT INFORMATION

CHAPTER(S) 15-2.13-2 Uses
AFFECTED 6 Prohibited Uses
ADDRESS / LOCATION: 2897-2673 American Saddle; 2726-2702 Estates Drive;
8-1-10 Pinchot Court; 1-10 Augusta Court; 1-10 Spryghs Court;
1-10 St. Andrews Court (See Attachment A)

APPLICANT INFORMATION

NAME: Fairway Meadows HOA
MAILING ADDRESS: P.O. Box 681430, Park City, UT 84068

PHONE #: (435) 655-5357 FAX #: () -
EMAIL: jhb2225@icloud.com

APPLICANT REPRESENTATIVE INFORMATION

NAME: James Buzkus - HOA Secretary
PHONE #: (435) 655-5357
EMAIL: jhbuzkus

If you have questions regarding the requirements on this application or process please contact a member of the Park City Planning Staff at (435) 615-5060 or visit us online at www.parkcity.org.

Res No. 15-12

PLEASE NOTE:

- A. Qualified petitioners may, without an application fee, submit an initiative pursuant to Utah Code Section 20A-7-501 et seq. Please see this section of the State Code for the specific requirements for submitting local initiatives. Such an initiative shall be submitted to the City Council pursuant to the Utah Code.
- B. Citizens can always request that the City (Planning Department, Planning Commission, City Council, or Historic Preservation Board) initiate proposed changes to the Land Management Code. There is no fee for this request. However, the City is not obligated to act on such requests. Such requests may be made verbally at the Public Input section at the beginning of each meeting or submitted in writing to the Planning Department.
- C. An applicant may submit proposed changes to the Land Management Code pursuant to the submittal requirements below.

SUBMITTAL REQUIREMENTS – All of the following items must be included in order for the Planning Department to take the application.

- 1. Completed and signed application form.
- 2. Review fees - \$2,000.00 per application.
- 3. Provided a detailed copy of proposed Land Management Code changes for specific sections
 - Showing existing and proposed changes side-by-side

If you have questions regarding the requirements on this application or process please contact a member of the Park City Planning Staff at (435) 615-5060 or visit us online at www.parkcity.org.

ACKNOWLEDGEMENT OF RESPONSIBILITY

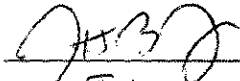
This is to certify that I am making an application for the described action by the City and that I am responsible for complying with all City requirements with regard to this request. This application should be processed in my name and I am a party whom the City should contact regarding any matter pertaining to this application.

I have read and understood the instructions supplied by Park City for processing this application. The documents and/or information I have submitted are true and correct to the best of my knowledge. I understand that my application is not deemed complete until a Project Planner has reviewed the application and has notified me that it has been deemed complete.

I will keep myself informed of the deadlines for submission of material and the progress of this application. I understand that a staff report will be made available for my review three days prior to any public hearings or public meetings. This report will be on file and available at the Planning Department in the Marsac Building.

I further understand that additional fees may be charged for the City's review of the proposal. Any additional analysis required would be processed through the City's consultants with an estimate of time/expense provided prior to an authorization with the study.

Signature of Applicant:



Name of Applicant:

JAMES BURRUS - Secretary H&T

Mailing Address:

2703 Estates Drive - Park City, UT 84060

PRINTED

Phone:

435-655-5357

Fax:

Email:

jhburrus@icloud.com

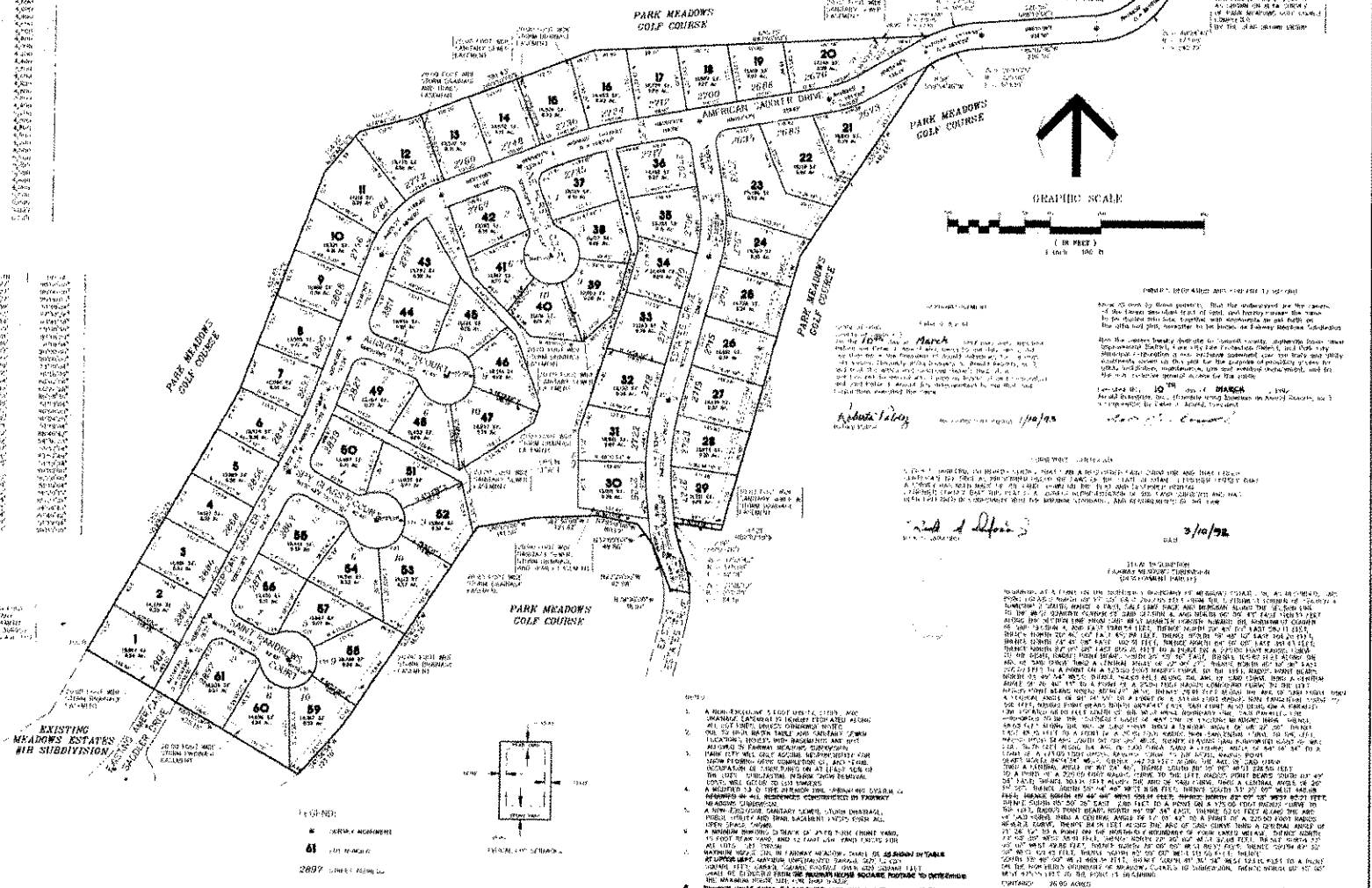
Type of Application:

Amend use table

If you have questions regarding the requirements on this application or process please contact a member of the Park City Planning Staff at (435) 615-5060 or visit us online at www.parkcity.org.

A PORTION OF THE NORTH ONE HALF OF SECTION 4,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

Order	Time	Time	Time	Time
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2	0.00	0.00	0.00	0.00
3	0.00	0.00	0.00	0.00
4	0.00	0.00	0.00	0.00
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72	0.00	0.00	0.00	0.00
73	0.00	0.00	0.00	0.00
74	0.00	0.00	0.00	0.00
75	0.00	0.00	0.00	0.00
76	0.00	0.00	0.00	0.00
77	0.00	0.00	0.00	0.00
78	0.00	0.00	0.00	0.00
79	0.00	0.00	0.00	0.00
80	0.00	0.00	0.00	0.00
81	0.00	0.00	0.00	0.00
82	0.00	0.00	0.00	0.00
83	0.00	0.00	0.00	0.00



SURVEY WAS APPROVED.

 MAYOR

 CITY RECORDER

John A. DeHaven PE
CITY ENGINEER

Don L. Barrett
CHAIRMAN

[Signature]
CITY ATTORNEY

NP. 356214
 STATE OF Utah
 COUNTY OF Salt Lake
 RECORDED AND FILED AT THE REQUEST OF:
High Security Title
 Date: 10-26-82
 Time: 11:18 AM
 Location: 2
Alan Davis
 COUNTY CLERK

Land Planning Architecture Civil Engineering
1810 Prospecter Ave., Suite 200 Park City, Utah 84060
3 Teller Wood Drive, Clifton Park, New York 12065
901-385-9000 FAX 801-649-1820
518-383-5550 FAX 518-383-5550

Land Management Code Rezone Request Illustrated Side by Side

Current	Proposed Zoning Update
15-2.12-2	15-2.13-2
C. Prohibited Uses. Any Use not listed above as an Allowed or Conditional Use is a prohibited use	C. Prohibited Uses. Any Use not listed above as an Allowed or Conditional Use is a prohibited use
1. Nightly rental of Lockout Units requires a Conditional Use Permit. 2. See LMC Chapter 15-4-7, Supplemental Regulations for Accessory Apartments 3. Nightly Rentals do not include the use of dwellings for Commercial Uses and Nightly Rentals are not permitted in the April Mountain, Mellow Mountain Estates and Meadows Estates Subdivisions Phases #1A and #1B.	1. Nightly rental of Lockout Units requires a Conditional Use Permit. 2. See LMC Chapter 15-4-7, Supplemental Regulations for Accessory Apartments 3. Nightly Rentals do not include the use of dwellings for Commercial Uses and Nightly Rentals are not permitted in the April Mountain, Mellow Mountain Estates, Meadows Estates Phases #1A and #1B and Fairway Meadows Subdivisions.

PROHIBITED USES. Any Use not listed above as an Allowed or Conditional Use is a prohibited Use.

¹Nightly rental of Lockout Units requires a Conditional Use permit

²See Section 15-4-7, Accessory Apartments

³Nightly Rentals do not include the Use of dwellings for Commercial Uses and Nightly Rentals are not permitted in the April Mountain, Mellow Mountain Estates Subdivisions, and Meadows Estates Subdivision Phases #1A and #1B, and Fairway meadows Subdivisions

⁴See Section 15-4-9 Child Care and Child Care Facilities

⁵Olympic Legacy Displays limited to those specific Structures approved under the SLOC/Park City Municipal Corporation Olympic Services Agreement and/or Olympic Master Festival License and placed on the original Property set forth in the services agreement and/or Master Festival License

⁶Subject to provisions of LMC Chapter 15-6, Master Planned Development

⁷See Section 15-4-14, Telecommunications Facilities

⁸See Section 15-4-13, Placement of Satellite Receiving Antennas

⁹Allowed only as a secondary or support Use to the primary Development or Use and intended as a convenience for residents or occupants of adjacent or adjoining residential Developments.

¹⁰Requires an Administrative Conditional Use permit.

¹¹As part of an approved Ski Area Master Plan. See Section 15-4-18 Passenger Tramways and Ski Base Facilities.

¹²Omitted.

¹³See Section 15-4-19, Review Criteria For Control Vehicle Gates.

¹⁴Olympic Legacy Displays limited to those specific Structures approved under the SLOC/Park City Municipal Corporation Olympic Services Agreement and/or Olympic Master Festival License and placed in an Area other than the original location set forth in the services agreement and/or Master Festival License.

¹⁵Only allowed within a Master Planned Development. Requires an Administrative Conditional Use permit. Is permitted only in approved existing Commercial spaces or developments that have ten (10) or more units with approved Support Commercial space. A Parking Plan shall be submitted to determine site specific parking requirements.

¹⁶The Planning Director or their designee shall, upon finding a Food Truck Location in compliance with Municipal Code 4-5-6, issue the property owner a Food Truck Location administrative approval letter.

HISTORY

Adopted by Ord. 00-51 on 9/21/2000

Amended by Ord. 02-38 on 9/12/2002

Amended by Ord. 04-08 on 3/4/2004

Amended by Ord. 05-39 on 6/30/2005

Amended by Ord. 06-76 on 11/9/2006

Amended by Ord. 11-05 on 1/27/2011

Amended by Ord. 14-35 on 6/26/2014

Amended by Ord. 2018-23 on 5/17/2018

Amended by Ord. 2018-55 on 10/23/2018

Amended by Ord. 2020-38 on 7/30/2020

Amended by Ord. 2020-45 on 10/1/2020

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Amended by Ord. 2020-38 on 7/30/2020

Amended by Ord. 2020-45 on 10/1/2020

Declaration of Covenants, Conditions
and Restrictions for
Fairway Meadows
Park City, Utah

February, 1992

LED NOLE — 00 —
356215
HIGH COUNTRY TITLE
92 MAR 26 AM 10:25
ALAN SPRIGGS
SUPPORT COUNTY IN ORDER
RECORD BY Dg 33

BOOK 653 PAGE 202-227

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
FAIRWAY MEADOWS SUBDIVISION
PARK CITY, UTAH

THIS DECLARATION, IS MADE THIS 19TH of FEBRUARY, 1992,
by Arnold Industries, Inc., a Utah corporation, referred to below
as "Declarant:"

RECITALS:

A. Declarant is the owner of the following described real
property located in Park City, Summit County, Utah:

See the Attached Exhibit A

B. Declarant intends to develop a residential subdivision on
the property. Declarant will develop and convey all of the Lots
within the Subdivision subject to a general plan of development,
and subject to certain protective covenants, conditions and
restrictions all as set forth in this Declaration, and which are
deemed to be covenants running with the land mutually burdening and
benefiting each of the Lots.

C. Declarant hereby declares that all of the Lots shall be
held, sold, conveyed, encumbered, leased, used, occupied and
improved subject to the protective covenants, conditions,
restrictions and equitable servitude, all of which are created for
the mutual benefit of the Lots. It is the intention of the
Declarant in imposing these covenants, conditions and restrictions
to create a generally uniform pattern of development, to protect
and enhance the property values and aesthetic values of the Lots by
eliminating inconsistent uses or improvements, all for the mutual
protection and benefit of the owners of the Lots. The covenants,
conditions and restrictions are intended to, and shall in all cases
run with the title of the land, and be binding upon the successors,
assigns, heirs, lien holders, and any other person holding any
interest in the Lots, and shall inure to the benefit of all other
Lots in the Subdivision. The covenants, conditions and
restrictions shall be binding upon the Declarant as well as its
successors in interest, and may be enforced by the Declarant or by
any Owner.

4.19 Vehicles Restricted to Roadways. No motor vehicle will be operated on the Subdivision except on improved roads and driveways. No snowmobiles or motorcycles will be operated on any Lot except for ingress and egress or while loading the equipment for lawful transport on public streets. The operation of any vehicle on the Reserved Open Space is strictly prohibited, even during periods of construction, provided that the Association may use vehicles and equipment in its authorized maintenance activities on the Open Space.

4.20 kennels. No kennel or dog run may be placed closer than 50 feet to any Dwelling other than that of the Owner of the Kennel. No wire fencing shall be allowed which is unscreened from the view of adjoining lots.

4.21 No Transient Lodging Uses. The Lots are to be used for residential housing purposes only, and shall not be rented in whole or in part for transient lodging purposes, boarding house, "bed and breakfast," or other uses for providing accommodations to travelers. No lease of any dwelling on a Lot shall be for a period of less than 30 days. No dwelling on Lot shall be subjected to time interval ownership.

4.22 No Re-Subdivision. No Lot may be re-subdivided without the consent of the Architectural Committee, and no re-subdivision of any Lot may result in the construction of any additional Dwelling Units within the Subdivision.

4.23 Combination of Lots. (a) Subject to the provisions of this Declaration and the limitations set forth in this Section, any Owner may combine two or more adjoining Lots within the Subdivision.

(b) Dwelling Size, Placement. The maximum Dwelling Size for the Dwelling on the combined Lots shall not exceed 150% of the average of the maximum allowable dwelling sizes stated on the final plat for the combined Lots if developed independently. The resulting building mass should be concentrated at the center of the combined Lots, and should not be placed entirely, or predominately on one of the Lots.

(c) Combination Deemed Permanent. The combination of Lots is deemed to be permanent and the Lots may not be independently sold once construction has commenced on the Improvements for the combined Lot. The Owner of any Lots that have been combined will execute and deliver to the Committee a notice in recordable form, containing the name of the Owner and the legal description of the

Responses To Rezoning Issue
Fairway Meadows HOA
January 6, 2021

The residents of Fairway Meadows Homeowners Association were asked to express their preference as to the following question:

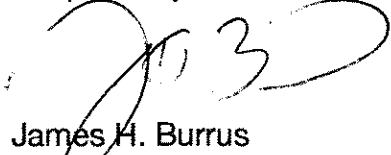
A. I support rezoning the Fairway Meadows HOA to reflect the CC&Rs which prohibits nightly rentals.

B. I do not support the rezoning

The owners were given 31 days to review this question and respond. Fifty-two (52) owners expressed a preference on this question. Forty-seven (47) supported the rezoning and five (5) did not support the rezoning. Eight (8) did not respond.

With the support of the majority, the HOA board unanimously voted on January 6, 2021 to request the City Council to rezone our neighborhood to prohibit nightly rentals.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'JB 3', is written over the typed name and title of the signatory.

James H. Burrus
Secretary
Fairway Meadows HOA

OWNERS

Printed: October 29, 2020

	STREET ADDRESS	RESIDENT(S) NAME(S)
1	Augusta Court	Karen Skinner Cathy Cornell
1	Spy Glass Court	John Popple Cheryl Popple
10	Augusta Court	Ozmond Crosby Oz Deborah Crosby Debbi
10	Pine Hurst Court	Mitch Levin Swantje Levin
10	Spy Glass Court	John Iorillo Kim Iorillo
10	St. Andrews Court	Jay Mandelkorn Bonnie Mandelkorn
2	Pine Hurst Court	Lawrence Cohen Lenore Cohen
2	Augusta Court	Bill Grant Michelle Grant
2673	American Saddler Dr	David Brown Deborah Brown Debby
2676	American Saddler Dr	Renter - Mike Kaeske Renter - Joanne Kaeske
2683	American Saddler Dr	Eric Kent Eric Christine Kent Christie
2688	American Saddler Dr	Howard Grossman Ray Grossman
2700	American Saddler Dr	Charles Neal Barbara Neal
2702	Estates Drive	Joseph Higuera Joe
2703	Estates Drive	James H. Burrus Chip Sybil H. Burrus
2706	Estates Drive	Kord Strebel Kristey Strebel
2707	Estates Drive	David Holmes Nancy Holmes
2710	Estates Drive	Allen Gene Rouse Gene Jackie Van Dam
2711	Estates Drive	Richard Norton Suzanne Norton
		Daniel Cookson Dan

	STREET ADDRESS	RESIDENT(S) NAME(S)
	2723 Estates Drive	Jeffery Moench Jeff Carol Moench
	2724 American Saddler Dr	John D'Alessandro Coreena D'Alessandro
	2726 Estates Drive	Stanley Elman Stan
	2727 Estates Drive	Donald Roll Don Kathy Roll
	2735 American Saddler Dr	Michael Stewart Mike Lisa Meyer Lisa
	2736 American Saddler Dr	Kenneth Crosby Ken Marian Crosby
	2748 American Saddler Dr	William Wennerth Lindsey Wennerth
	2760 American Saddler Dr	Robert Kidwell Rob Ellen Kidwell
	2772 American Saddler Dr	Building Lot Blake Fisher Linda Fisher
	2784 American Saddler Dr	Blake Fisher Linda Fisher
	2791 American Saddler Dr	Paul Morgan Kerry Morgan
	2794 American Saddler Dr	Building Lot David Thomas Dave Geraldine Thomas Geri
	2808 American Saddler Dr	David Thomas Dave Geraldine Thomas Geri
	2820 American Saddler Dr	James Offerdahl Jim Denise Offerdahl
	2832 American Saddler Dr	Trent Davis Vikki Davis
	2844 American Saddler Dr	Christine Reynolds Chris
	2856 American Saddler Dr	Molly Crosswhite Jonathan Crosswhite
	2863 American Saddler Dr	Philip Kirk Phil Nadine Wimmer Deanie
	2868 American Saddler Dr	Eric Lekacz Patricia Lekacz

STREET ADDRESS		RESIDENT(S) NAME(S)
5	Augusta Court	Malcolm MacQuoid Mac Ann MacQuoid
5	Pine Hurst Court	Robert Werner Bob Suzanne Suzanne
5	Spy Glass Court	Royce Wilson Ed Leslie Wilson
5	St. Andrews Court	Richard Smith Rick
6	Pine Hurst Court	Shantel Strebel
6	Augusta Court	Edward Rodgers Eddie Regan Rodgers
6	Spy Glass Court	William Harris Bill Patricia Harris Pat
6	St. Andrews Court	Kit Lokey Carolyn Lokey
9	Augusta Court	James Hill Jim Catherine Hill Cathy
9	Pine Hurst Court	Lori Mendenhall
9	Spy Glass Court	David Zak Amy Zak
9	St. Andrews Court	Greg McNeil Kristin McNeil

Fairway Meadows HOA

November 24, 2020

From the HOA Board of Trustees,

Hope you are well and taking care in these strange times.

As referenced in the President's letter, there is a pending issue regarding nightly rentals. Our current Covenants, Conditions and Restrictions (CC & Rs) prohibit nightly rentals but Park City zoning maps created for the 2002 Olympics designate Fairway Meadows as a nightly rental neighborhood.

To effectively restrict nightly rentals in line with our CC&Rs without the risk of legal challenges, the Board believes it is important for the zoning map to agree with our CC&Rs. Therefore, a zoning change is needed. An adjoining HOA with the same issue rezoned their neighborhood in July 2020. The first step in this process is a poll of our members. The Planning Commission will want to see that we as a neighborhood support the rezoning. To accomplish this step, we ask that you express your opinion using the form below:

 I support rezoning the Fairway Meadows HOA to reflect the CC & Rs which prohibits nightly rentals of less than 30 days.

 I do not support the rezoning.

Printed Name William A. Ford

Signature _____

Address 2700 Canyon Blvd. #2

Please return your response in the envelope provided before December 31, 2020.

If you have any questions, please feel free to call or email the HOA Board Secretary, Chip Burrus. chipburrus@comcast.net or cell 435-655-5357

Thank you.

Re: Nightly rental poll

December 16, 2020 at 6:59 AM

From Molly Crosswhite

To Chip Burrus

Hi James!

I filled out the form and forgot to send it! It has been on my office desk for the last few weeks. I will get it off today - thanks for the reminder. I voted for no nightly rentals, FYI.

Thanks ...

Molly Doilney Crosswhite

Sales Associate

Summit Sotheby's International Realty

435-602-9244

molly@mollycrosswhite.com

summitsoberealty.com

On Dec 15, 2020, at 4:50 PM, James Burrus <jhburrus@icloud.com> wrote:

Hey Molly -- I wanted to remind you about the nightly rental poll sent out by the board in November. You may not have gotten it. We are trying to get the city to change its zoning map to align with our CC&Rs on nightly rentals. I have attached the poll preference document for your review. If you have any questions, please reach out.

If it would be easier to just send me an email stating your preference, that's fine too.

Thanks,

Chip

<Fairway Meadows Nightly Rental Poll.pdf>

Re: Nightly Rental Poll

December 16, 2020 at 4:53 PM

From Christine Richardson

To Chip Burrus, Tyler Richardson

Chip,

Tyler and I mailed our ballot, but in case it hasn't made it to you we support rezoning our HOA to reflect the CC & Rs which prohibits nightly rentals of less than 30 days.

Thank you!

Christy

Sent from my iPhone

On Dec 16, 2020, at 4:28 PM, James Burrus <jhburrus@icloud.com> wrote:

Hi everyone. Hope you are doing well.

I promise this is the last email on nightly rentals, but I wanted to be sure everyone who wanted to weigh in had the chance. If you've expressed your opinion and its in the mail, please disregard. If you have not made your preference know and want to, I've attached the necessary document. You can also just send me an email saying that you support rezoning our HOA to reflect the CC & Rs or you do not support the rezoning effort. That counts too.

Thanks for your attention to this matter and I will update the community after the first of the year.

Happy Holidays to you all.

Chip

<Fairway Meadows Nightly Rental Poll.pdf>

Council Agenda Item Report

Meeting Date: April 15, 2021

Submitted by: Mark Harrington

Submitting Department: Legal

Item Type: Staff Report

Agenda Section:

Subject:

2021 EPMOA Empire/Flagstaff Historic Preservation Work Plan - Authorization of Advanced Withholding of Transfer Fee Disbursement from 2020 Revenues for FY 2021, 2022 and 2023 in a Total Amount of \$120,000 to Implement Daly West Restoration Project
(A) Public Input (B) Action

Suggested Action:

Attachments:

[Flagstaff EPMOA Historic Preservation Plan Staff Report](#)

[Exhibit A: Historical Preservation MOA](#)

[Exhibit B: EPMOA 2021 Historical Preservation Plan](#)

City Council Staff Report

Subject: Empire Pass Master Owners Association Historic Preservation Plan Update and Request for Early Disbursement of Open Space/Transit Management Fee Revenue in an amount of \$120,000.00

Author: Gretchen Milliken, Planning Director
Mark Harrington, City Attorney

Date: April 15, 2021

Type of Item: New Business

Executive Summary

This report provides the City Council with the following updates and request for action:

1. Update: 2020 Progress and Budget Report for the Work Completed to Date
2. Update: 2020 Open Space/Transit Management Fee Revenue within Flagstaff Development Agreement Boundary
3. Update: Proposed 2021 Work Plan
4. Action: Request City Council Approval of Early Disbursement of 2022, 2023 and 2024 Open Space/Transit Management Fee Revenues in an amount of \$120,000.00 from the 2020 Proceeds to Enable Immediate Work on the Daly West Headframe

The Planning Director and Staff will then implement the approval steps and outreach to the Park City Historic Society and Friends of Ski Mountain Mining as required by the Memorandum of Agreement to enable work to proceed as soon as approved.

Acronyms in This Report:

EPMOA	Empire Pass Master Owners Association	JSSD	Jordanelle Special Service District
HDGP	Historic District Grant	MOA	Memorandum of Agreement
Program		PCMC	Park City Municipal Corporation
HPB	Historic Preservation Board		
HPP	Historic Preservation Plan		

Background

In August of 2019, the Empire Pass Master Owners Association (EPMOA) retained SWCA Environmental Consultants to conduct a Historic Preservation Plan (HPP) Update for Flagstaff Mountain Resort. The objective of the 2019 HPP Update was to assess the condition and compliance for 19 of the 21 resources originally identified in the 2001 HPP, which was adopted as a part of the Development Agreement Technical Reports by Planning Commission in December 2001. The update was one of the requirements of the draft Memorandum of Agreement (MOA) between EPMOA, Storied Development and REDUS Properties, developed in January and February 2019 following public input and concerns from the Historic Society regarding prior compliance with Flagstaff Technical Report #6. Following several public meetings and further

amendments as directed by the City Council, the City and EPMOA executed the MOA on March 16, 2020. (Attached as Exhibit A) [November 7, 2019 [Staff Report](#); [Minutes](#), p. 4; and February 27, 2020 [Staff Report](#); [Minutes](#), p. 1]

The MOA established a funding mechanism, updated historic preservation plan, and an annual process for work/maintenance of the historic mining sites as approved by the Planning Department.

1. 2020 Progress and Budget Report for the Work Completed to Date

The MOA created a starting balance of \$320,000. The Empire Pass 2021 Historical Preservation Plan (Attached as Exhibit B) reports on work completed in 2020, primarily the Judge M&S Building. Upon learning that Deer Valley successfully closed on the acquisition of the Daly West site as hoped, efforts immediately shifted to the preliminary work necessary to form a work plan and obtain City historic regulatory approvals for the proposed Daly West relocation. The Planning Commission adopted the 2019 Flagstaff Mountain Resort Historic Preservation Plan Update as an addendum to Technical Report #6 on May 27, 2020. [[Staff Report](#); [Minutes](#), p. 38] On August 5, 2020, the Historic Preservation Board approved the proposed relocation of the Daly West Headframe slightly uphill on the site as illustrated in the photos in Exhibit B. [[Staff Report](#); [Minutes](#), p. 2] Planning staff reviewed the HDDR for approval and held the required public hearing on August 26, 2020. Costs for the Judge work and preliminary Daly West engineering/applications totaled \$172,484.

The 2020 work left a remaining balance of \$147,516 in anticipation of needing additional revenue to start the Daly West project.

2. 2020 Open Space/Transit Management Fee Revenue within Flagstaff Development Agreement Boundary

Pursuant to the MOA, every year the EPMOA and City each contribute an additional \$40,000 to the preservation funding from the Open Space/Transit Management Fee ("Fee") disbursed by the EPMOA from Reinvestment Fee collections from 1% of real estate sales within the development. The addition of the combined contributions (\$80,000) to the remaining balance of (\$147,516) creates a 2021 starting balance of \$227,516. For 2020, due to an extremely active market, the City's portion of revenue from the Fee is \$1,060,730 against a City budget which estimated the revenue to be approximately \$600,000. The Fee revenue is split between open space and transit pursuant to the Flagstaff Development Agreement, and as approved by the City Council. Assuming the surplus (approximately \$400,000) would have been allocated equally between open space and transportation, roughly \$200,000 is potentially available for the EPMOA early withholding request detailed in section 4 below.

3. Proposed 2021 Work Plan

As further described in Exhibit B, the work plan for the Daly West includes the following:

Structural Repairs

- Headframe requires sufficient structural repairs to support its own weight of approximately 80,000 lbs. As a static structure, headframe will not be carrying weight of loads of ore and hundreds of feet of hoist cable.
- Structural engineer has prepared detailed plans for repairing structure for erection.
- Civil engineer has prepared detailed plans for new site just uphill of collapsed shaft.

Daly Headframe Scope & Budget (2021)

- Site survey
 - Geotechnical engineering review
 - Structural engineering review
 - Structural reinforcement of headframe
 - New foundation for headframe SW of original location
 - Erection of headframe on new foundation
- Survey and engineering \$10,000
Excavation and concrete \$39,500
Steel and hardware supply \$28,000
Crane Cost \$66,500
Labor, equipment and consumables \$215,000
Project management \$16,000
Permit Fees \$5,000
Perimeter fencing (500 lf) \$15,000
Interpretive Signage \$5,000
Contingency \$40,000

Project Budget (2021) \$440,000

Note - Ongoing mine shaft maintenance not within EPMOA scope of work.

The shortfall between the proposed budget (\$440,000) for the Daly West Headframe relocation project and the funds in hand (\$227,516) is \$212,484.

4. Request City Council Approval of Early Disbursement of 2022, 2023 and 2024 Open Space/Transit Management Fee Revenues from the 2020 Proceeds to Enable Immediate Work on the Daly West Headframe in an amount of \$120,000.00

The EPMOA Board has authorized advancement of \$120,000 future MOA contributions for 2022, 2023 and 2024 to ensure the Daly West headframe project completion in 2021. The EPMOA proposes that the City Council likewise advance \$120,000 of future MOA contributions for 2022, 2023 and 2024. Given the strength of 2020 real estate market, Reinvestment Fee collections last year significantly exceeded City budget projections. If

the City Council agrees to advance \$120,000 as proposed, EPMOA will still remit Reinvestment Fees to PCMC in excess of 2020 budget revenue line. Any residual preservation fund balance will be used for the fire sheds as detailed in Exhibit B. The water tanks would remain the next priority.

Recommended Action

Based upon the success of the 2020 work plan, Deer Valley's successful acquisition of the Daly West site, and HPB approval of the proposed relocation of Daly West Headframe on August 5, 2020, the City Attorney and Planning Director recommend approval of the early disbursement of 2022, 2023 and 2024 Transfer Revenues from the 2020 Proceeds to enable immediate work on the Daly West Headframe in an amount of \$120,000.00. This project was previously designated as an immediate community priority and the DV acquisition enables its long overdue completion. Staff identifies no immediate budget impacts due to the higher than anticipated Fee collections and determines that it is only fitting that Reinvestment Fee revenues enable completion of this iconic preservation project.

Exhibits:

- Exhibit A: Memorandum of Agreement (March 16,2020 between EPMOA and PCMC)
- Exhibit B: Empire Pass 2021 Historical Preservation Plan (4/7/21)

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Agreement") is made and entered into effective as of the 16 day of March, 2020, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation and body politic ("City"), and EMPIRE PASS MASTER OWNERS ASSOCIATION, INC., a Utah nonprofit corporation ("Association"), each a "Party" and collectively the "Parties" herein.

Recitals

A. The area known as Empire Pass ("Empire Pass") is a residential mountain development located in Park City, Summit County, Utah, a portion of which is located within the boundaries and jurisdiction of the City.

B. Empire Pass is governed by the covenants, conditions, and easements set forth in that certain *Certificate of Amendment and Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Empire Pass* recorded on December 14, 2004 as Entry No. 719855 in Book 1666 at Page 1054 in the records of the Summit County Recorder, as amended and supplemented from time to time (collectively, "Declaration"). The Association is a Utah nonprofit corporation organized to administer and enforce the terms of the Declaration and to exercise the rights, powers, and duties set forth in the Declaration.

C. Development within Empire Pass is governed by that certain *Amended and Restated Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, the 20-Acre Quinn's Junction Parcel, and Iron Mountain* entered into by and between United Park City Mines Company, Deer Valley Resort Company, and Park City Municipal Corporation, a third class city of the State of Utah, and recorded on March 2, 2007, as Entry No. 806100 in Book 1850 at Page 1897 in the records of the Summit County Recorder, as amended or supplemented from time to time ("Development Agreement").

D. The Development Agreement required the Developer, as such term is defined in the Development Agreement, to develop a Historic Preservation Plan, which said 127 page Historic Preservation Plan was prepared by SWCA, Inc., on August 2000 and is entitled, *Historic Preservation Plan for Flagstaff Mountain Association, Park City, Summit County, Utah*, as amended or supplemented from time to time including by that certain *Historic Preservation Plan, Exhibit 6* dated May 2001 (and subsequently Revised and Approved December 2001)(collectively, the "Historic Preservation Plan"). The *Historic Preservation Plan, Exhibit 6* dated May 2001 (and subsequently Revised and Approved December 2001)("Exhibit 6") identified historic preservation work needed at 21 historic mining sites within the Flagstaff Mountain Annexation Boundary and specified that the master homeowner association was responsible for maintaining any site that was not part of an ongoing operation.

E. The Parties desire to enter into this Agreement to set forth a plan for the Association to address the Maintenance, as defined herein, needs of certain historic mining sites thereby satisfying the requirements of the Historic Preservation Plan for the time periods set forth herein.

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual covenants set forth herein, the Parties agree as follows:

1. Recitals. The Recitals A through E are incorporated herein and made a part hereof.

2. Definition. As used herein, the term "Maintenance" or "Maintain" shall mean the maintenance work required to stabilize a structure to arrest decay but not to stop a structure's decay completely. The term "Maintenance" or "Maintain" does not require that any work be performed to make a structure habitable or compliant with any code, regulation, statute, or law. The term "Maintenance" or "Maintain" refers to recommended repairs, stabilization and public protection options in Exhibit 6, and does not require that a structure be restored to habitability.

3. Judge Mining & Smelting Building.

(a) Association agrees to cause the following payments to be made, within 30 days of execution of this Agreement as follows: To EPMOA's segregated Historic Preservation Fund, ("Fund") from Storied Deer Valley LLC, a Delaware limited liability company ("Storied"), and Redus Park City, LLC, a Delaware limited liability company ("Redus"), the amount of Forty Thousand Dollars (\$40,000.00) each, plus the amount of Twenty Thousand Dollars (\$20,000.00) each from Lot 2 Empire Pass North LLC and Sommet Blanc Residences 1 LLC for a total of One Hundred Twenty Thousand Dollars (\$120,000.00), (collectively the "Developer Contribution") .

(b) City Approval of Open Space/Transit Management Fee Disbursement to Historic Preservation Fund. In consideration of the Association entering into this Agreement, City agrees to forego on a one time basis, One Hundred Twenty Thousand Dollars (\$120,000.00) of "Open Space/Transit Management Fee" ("OSTM Fee") proceeds which would otherwise be subject release to the City from transactions according to Section 7.15 of the Declaration. OSTM Fee proceeds forgone by City shall be added to EPMOA's segregated Historic Preservation Fund with Developer Contribution collected by EPMOA per Subsection 3(a) above. The Fund shall be first be used for costs incurred by the Association in completing the roof stabilization and related structure protection work at the Judge M + S building.

(c) The funds in Subsection 3(a) and 3(b) shall be utilized to fund repairs to the Judge M&S building in accordance with the provisions of Section 5 below. Any remaining funds shall be retained for other priorities identified consistent with this agreement and authorized by the Director and agreed to by the Association.

4. Process for Determining Maintenance Work to Be Done on Sites. Each year, the Association agrees to meet with the City's staff ("Staff"), at a minimum, on or before each March 1st (the "Annual Meeting") to discuss prior construction season's Maintenance work and project prioritization and scope of any Maintenance work ("Scope of Work") to be done during the upcoming construction season on any historic mining sites identified on Exhibit 6, with a priority being those projects identified on Exhibit "A" hereto ("Sites"). The Parties acknowledge that the Sites upon which it was mutually agreed that Maintenance work would take place are not located on land owned by or under long term lease to the Association. Notwithstanding any other provision of this Agreement to the contrary, the Parties agree that this Agreement shall be applicable to those Sites to the extent that legal access is provided to the Association, and as may be required to permit the Association to satisfy its obligations hereunder.

(a) At each Annual Meeting, the Parties shall discuss, at a minimum, the following:

(i) Review of the process, timeline and costs associated with the most recent construction season's project(s);

- (ii) Determination of Scope of Work, process, responsibility and timeline for documenting and recording the project's work;
- (iii) Determination if additional work is needed for the following year for the recently maintained, stabilized or completed Site(s);
- (iv) Review of potential need to secure any Sites to which no Maintenance work has been done in order to deter vandalism, damage or destruction, or to stabilize such Sites;
- (v) Assessment of remaining funds and identification of funding strategies for the next year's budget;
- (vi) Review and update of projects and Sites;
- (vii) Preparation by the Staff, after consultation with the Association, of an annual report to the Planning Director;
- (viii) The results of City inspection of the Sites to evaluate their condition and potential work to be performed;
- (ix) Selection of projects for upcoming construction season;
- (x) Communication and coordination, as necessary, with the Park City Historical Society and/or Friends of Ski Mountain Mining History ("FSMMH"); and
- (xi) Determination of the necessary permitting process, including timelines and responsible parties.

(b) After the completion of the meeting, the Parties shall agree on the Scope of Work to be done during the upcoming construction season. If the Parties cannot agree, the matter shall be referred to the City Manager and the Association president. If the Parties still disagree on the upcoming year's Scope of Work, the Parties shall submit the matter to the City Council and Association Board who shall appoint authorized members to conduct mediation. The most recently approved prioritization list shall continue to govern the Fund expenditures until such time as a new scope of work is approved.

5. Performance of Work on Sites.

(a) Upon the agreement by the Parties of the Scope of Work to be undertaken during each construction season, Association shall be responsible for project management, oversight and payment of contractors. Association shall provide City with project accounting at end of each construction season.

(b) Unless otherwise agreed in writing, the Association shall be the contracting party on the mutually agreed Maintenance work on the Sites. The Association may apply its customary policies, procedures and requirements, including without limitation, insurance and workmen's compensation requirements, to all contractors, subcontractors and materialmen working at a Site or accessing a Site through Empire Pass.

(c) In connection with, or prior to, any work being performed, the Association shall submit work plans and cost estimates to a City-employed individual designated by the Staff. Association shall be responsible for processing and payment of invoices for approved Scope of Work. In the event that any work is performed directly by Association, Staff shall review and approve any payments to Association from Maintenance Funds. At its option, the Association may also require lien/payment bond waivers from contractors paid from previous draw requests or disbursements (e.g., lien waivers provided "in arrears"), in accordance with ordinary and customary construction practices.

6. Inspection, Maintenance, and Securing of Sites. The obligation to inspect the Sites for the purposes of this Agreement shall be upon the City, and the Association shall have no obligation to inspect or to monitor the Sites. Each construction season, Association shall diligently pursue the completion of Scope of Work agreed to in the Annual Meeting with Staff. To the extent funds on hand are not sufficient to pay for contemplated annual Scope of Work, the Association and City will agree on a revised "Scope of Work" and estimated cost budget for such Maintenance work for the upcoming year based on funds available, subject to the following terms and conditions:

(a) On an annual basis for ten (10) years, on or before May 1st each year, the Association shall contribute half of the annual amount required to establish a maintenance fund in the amount of Eighty Thousand Dollars (\$80,000.00) ("Maintenance Fund"). In consideration of the Association entering into this Agreement, the City agrees to forego, annually, Forty Thousand Dollars (\$40,000.00) of "Open Space/Transit Management Fee" ("OSTM Fee") income owed to the City each year from transactions according to Section 7.15 of the Declaration. (This forgone OSTM Fee income is in addition to OSTM Fee income forgone per Section 3(b) above.). OSTM Fee income foregone by City shall be added to the Maintenance Fund and City shall allow the Association to utilize such OSTM Fee money for purposes of discharging the obligations described in this Agreement. The Association shall have the option, in its sole discretion, to pay all or a portion of its annual maintenance contribution in advance, and to credit the amount of prepaid maintenance contributions against the next year's or years' maintenance contributions that would otherwise be payable by the Association.

(b) On an annual basis for the ten (10) years commencing 2030, the annual contribution to the Maintenance Fund shall be adjusted as set forth below. On or before the ninth (9th) anniversary of the first maintenance contribution by the Association, the Parties agree to meet to discuss future ongoing funding levels appropriate to continue to satisfy Association's obligations under Exhibit 6 to the Development Agreement. Unless otherwise agreed, the Association and City annual contribution shall be reduced to \$30,000.00 (\$15,000 each) unless otherwise agreed by the Parties.

(c) The Association shall have the right, but not the duty, to spend monies out of the Maintenance Fund on other historical mining projects other than the Sites so long as such historical mining projects are located within the Flagstaff Annexation Boundary or Empire Canyon watershed and such expenditure is approved in advance by both the Association and the City. After the first ten (10) years, the Association shall have the right, but not the duty, to spend monies out of the Maintenance Fund for open space responsibilities, including funding for the Conservation Easement grantees [City and Summit Land Conservancy] consistent with express purposes of the OSTM pursuant to the Development Agreement, and Open Space Technical Report. The agreement of the Association to spend Maintenance Fund monies on projects beyond those required under the Development Agreement and Historical Preservation Plan shall in no way create any ongoing responsibility for ongoing involvement with such projects.

(d) Maintenance contributions made by the Association for these purposes during this twenty (20) year period which are not spent for such purposes within the calendar year in which they are contributed will be carried over and combined with the maintenance contribution for the following

year, to be applied toward the mutually agreed Scope of Work for the following year, so that yearly maintenance contributions can accumulate to fund larger Maintenance projects, if necessary. Maintenance contributions will be held by the Association in the Maintenance Fund, and disbursed to pay for work upon mutual agreement of the Association and Staff.

(e) Unless otherwise agreed in writing between the Parties, the Association shall be the contracting party for all required Maintenance work to be performed for the agreed twenty (20) year period on Sites, and the Association may require such licenses, bonding, insurance and other conditions and requirements for third parties performing such work on behalf of the Parties as the Association customarily imposes on third party contractors working at Empire Pass. The City shall waive any permit, inspection and other fees applicable to work contracted for by the Association or the City pursuant to this Agreement. Nothing in the Association's status as the "contracting party" shall impose any payment obligations or other financial liability on the Association, except as otherwise expressly set forth herein with respect to the maintenance contribution described above. The Association will use reasonable efforts to solicit three (3) quotes for any third party work and will inform the City Implementation Department of the status of any solicitation for work.

(f) Nothing herein shall be deemed to impose any obligation or legal liability on the Association for Maintenance of Sites, except as expressly provided in the Development Agreement/Historic Preservation Plan and as mutually agreed between the Association and the City, and no ongoing obligations beyond those exist.

7. Obligations of the Parties. The Parties agree that no later than six (6) months after execution of this Agreement by the Parties, the Parties shall have worked in good faith to prepare and shall have executed an updated historic preservation plan identifying outstanding work requirements on the Sites (the "New Exhibit"). The update will take the form of an amendment to Exhibit 6, and require Planning Commission public hearing and approval, and a written acknowledgment of acceptance from both Parties.

8. Long Term Maintenance License(s) and Access Rights. Association and City shall make best efforts to secure long term maintenance and access rights required for Association to perform maintenance work on third party Sites as prescribed in Section 4 of this Agreement. Association will be the initial point of contact with applicable property owners.

9. Open Space Obligations. To clarify management responsibilities assigned under Section 4.4 of *Flagstaff Mountain Resort Open Space Management Plan, Exhibit 5* dated May 2001 (and subsequently Revised and Approved December 2001) ("Exhibit 5"), the Parties hereby agree and acknowledge that the Association is only responsible for managing any open space areas owned by the Association.

10. No Assumption of Environmental Liability. Nothing in this Agreement or in the Association's acting as contracting party for any of the work contemplated by this Agreement, shall be deemed an assumption of, or impose any liability on the Association, financial or otherwise, for any environmental remediation or clean-up related to the Sites, or the pre-existing conditions thereon.

11. Due Authorization and Execution. Each Party hereto represents and warrants to the other Party that execution and delivery of this Agreement has been duly authorized by all necessary action.

12. Successors and Assigns. The terms, covenants and conditions of this Agreement shall be binding on and inure to the benefit of the successors and assigns of the Parties.

13. Notices. All notices under this Agreement must be in writing and delivered to the notice address below (i) by registered, express, or certified mail, (ii) by courier or messenger service, or (iii) by electronic mail with acknowledgement of receipt. Notice is deemed given on the date delivered or attempted but delivery is refused.

If to the Association:

Empire Pass Master Owners Association, Inc.
Attn: President
4188 SR 248
P.O. Box 99 Kamas, Utah 84036

With a copy to:

Douglas C. Shumway, Esq.
Miller Harrison Lawyers
50 W. Broadway, Ste 450
Salt Lake City, UT 84101

If to the City:

Park City Municipal Corporation
PO Box 1480
Park City, Utah 84060
Attention: Planning Department

With a copy to:

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

Either Party may change its addresses for notices pursuant to a written notice which is given in accordance with the terms hereof. The foregoing notice requirements are subject to the provisions below. As used herein, the term "business day" shall mean any day other than a Saturday, a Sunday, or a legal holiday for which U.S. mail service is not provided. Whenever any date or the expiration of any period specified under this Agreement falls on a day other than a business day, then such date or period shall be deemed extended to the next succeeding business day thereafter.

14. No Third Party Beneficiaries. Nothing in this Agreement is intended to create an enforceable right, claim or cause of action upon any third party that is not a Party to this Agreement, with the exception of the intended third party beneficiaries Redus Park City LLC and Storied.

15. Miscellaneous.

(a) Counterparts: Facsimile Transmission. This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

(b) Due Authorization and Execution. Each Party represents and warrants to the other Party that execution and delivery of this Agreement have been duly authorized by such Party, and that this Agreement is valid and binding upon such Party. This Agreement is subject to approval by the City Council within forty-five (45) days of execution.

(c) No Partnership. The parties do not by this Agreement, in any way or for any purpose, become partners or joint venturers of each other in conduct of their respective businesses or otherwise.

(d) Severability. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

(e) Waivers and Amendments. No provision of this Agreement may be waived to any extent unless and except to the extent the waiver is specifically set forth in a written instrument executed by the Party to be bound thereby. This Agreement may be amended or modified only by an instrument to that effect executed by the parties hereto, and only to the extent expressly set forth therein.

(f) Captions. The captions of each section are added as a matter of convenience only and shall be considered of no effect in the construction of any provision of this Agreement.

(g) Attorneys' Fees. If any Party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing Party shall have and recover against the other Party, in addition to all court costs and disbursements, such sum as the applicable court may adjudge to be reasonable attorneys' fees.

(h) Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah.

(i) Time of the Essence. Time shall be of the essence with respect to the performance and observance of the covenants, agreements, terms, conditions and provisions set forth herein.

(j) No Default. Upon their execution of this Agreement, the Parties each acknowledge and agree that neither the Association, nor Redus, nor Storied are in Default under the Historic Preservation Plan. So long as the Parties perform the obligations set forth in this Agreement, including diligently pursuing any additional maintenance or preservation work identified in the New Exhibit with available funding from the Maintenance Fund, there shall be no default under the Historic Preservation Plan.

(k) Interpretation of this Agreement. The Parties agree that the purpose of this Agreement, with its New Exhibit, shall be to modify, clarify and implement the Historical Preservation Plan and to confirm the responsibilities for implementation of the preservation purposes described in the Development Agreement.

[Remainder of page intentionally left blank]

[Signatures on following pages]

EXECUTED AS OF THE DATE FIRST WRITTEN ABOVE.

"CITY"

Park City Municipal Corporation, a Utah
municipal corporation and body politic

By: [Signature]
Mayor

Attest:

By: [Signature]
City Recorder

Approved as to Form:

By: [Signature]
City Attorney's Office

"ASSOCIATION"

EMPIRE PASS MASTER OWNERS ASSOCIATION,
INC., a Utah non- profit corporation

By: [Signature]
Douglas Ogilvy, Pres.



EXHIBIT "A"

SITES-

a) *Judge Mining & Smelting Company Office*. This structure is owned by a third party that has granted EPMOA a license to permit Maintenance and stabilization efforts. Any Maintenance and stabilization efforts must be within the parameters permitted by the third party owner. The Parties will work together to determine the scope of the required roof repair and other required Maintenance efforts. The Parties agree that the Association's Maintenance efforts will be limited to the building structure, and that the Association shall not be required to restore the interior in any way or to pursue any adaptive reuse of this structure.

b) *Daly West Headframe*. Deer Valley Resort is under contract to acquire the site in accordance with Exhibit B. Subject to further agreements, access and a license to re-stabilize or otherwise restore the head-frame are anticipated, and the Parties hereby agree the Fund may be considered for such work..

c) *Daly West Mine Fire Hydrant Shacks*. The Parties hereby agree that this structure is still in good condition. There is no apparent need for immediate work other than ongoing Maintenance. Because this structure is owned by a third party, any Maintenance required on this structure is contingent on the Association having secured easements from the third party owner of the structure to perform such repair work.

d) *Little Bell Mine Ore Bin*. The Parties hereby agree that this structure is still in good condition. There is no apparent need for immediate work other than ongoing Maintenance. Because this structure is owned by a third-party, any maintenance required on this structure is contingent on the Association having secured easements from the third-party owner of the structure to perform such repair work.

e) *Interpretive Signs*. The Parties hereby agree that the Association shall install, maintain, and replace those interpretive signs agreed to by the Parties in fulfillment of interpretive signage obligation in the Historic Preservation Plan.

Exhibit B

Exhibit B to Memorandum of Agreement

Participation by Deer Valley Resort Company ("DVRC")

DVRC has entered into a Purchase and Sale Agreement with Jordanelle Special Service District ("JSSD"), wherein JSSD agreed to sell and DVRC agreed to purchase the parcel of property commonly referred to as the "Daly West Site". The Daly West Site contains approximately 0.18 acres of real property. The Daly West headframe structure ("Headframe"), previously used for mining activities, is situated on the Daly West Site. The Headframe was severely damaged when the mine below it collapsed in 2015, and has not been restored or repaired following that collapse.

In an effort to save the Headframe from being sold or removed from the area by any potential third parties, DVRC has agreed to purchase the Daly West Site and the Headframe with the understanding and agreement of Park City Municipal Corporation ("PCMC") that DVRC will convey and/or grant historic preservation easement to the Headframe to PCMC, PCHS or other entity of their choice. DVRC will have no affirmative responsibility (financial, operational or otherwise) for restoration of the Headframe, or unless otherwise agreed, have any responsibility for maintenance of the Headframe following any repair and restoration. The easement or other agreement is anticipated to address the possible donation, access, location and timing of any restoration and/or relocation of the Headframe, and any temporary storage shall not interfere with DVRC use of the property.

DVRC is fully supportive of efforts to restore the Headframe, and will grant reasonable access to the Daly West Site to third parties engaged in the restoration, repair and maintenance of the Headframe, provided that such parties have and provide proof of adequate insurance to protect DVRC from all liability arising in connection with such work, and provide assurances acceptable to DVRC that no mechanics liens or other encumbrances may attached to the Daly West Site in connection with such work.

Empire Pass
2021 Historical Preservation Plan

4.07.21

Available Funds - 2019-2020

• Developer Contributions for Judge	\$120,000	
• PCMC Contribution for Judge	120,000	
• EPMOA Annual Funding	40,000	
• PCMC Annual Funding	<u>40,000</u>	
Funds Available for 2020 Projects		\$320,000

Expenditures - 2020

• Judge Mining & Smelting Office		
• Structural Engineering (McMullin)	\$ 7,300	
• Repairs (Black Dog)	\$132,697	
• Tree Removal (High Mtn)	<u>\$ 1,000</u>	
		\$140,997
• Daly West Headframe		
• Geotechnigcal Engineering (AGEC)	\$ 2,169	
• Civil Engineering & Survey (Alliance)	\$ 3,265	
• Structural Engineering (McMullin)	\$ 25,600	
• Permitting costs (PCMC)	<u>\$ 453</u>	
		<u>\$ 31,487</u>

Total Expenditures 2019-20	<u>\$172,484</u>
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Funds Carried Forward to 2021	\$147,516
• EPMOA Annual Funding (2021)	40,000
• PCMC Annual Funding (2021)	<u>40,000</u>
Funds Available for 2021 Projects	\$227,516

Judge Mining & Smelting Building

- Framing repairs completed 3/6/20
- Structural engineer sign-off 3/9/20
- Hazardous trees removed June 2020
- Metal doors installed and window opening secured
- Roofing repairs completed and final payment to contractor September 2020



Judge Mining & Smelting - roof prior to repairs



Judge Mining & Smelting - completed roof repairs

Daly Headframe & Hoist Equipment



Figure 35. Overview of Daly-West Mine Headframe, Shaft, and Hoist, facing north. Note collapsed headframe.



Figure 36. Overview of Daly-West Mine Hoist, facing northeast, with collapsed headframe in background.



Figure 37. Detail of Daly-West Mine Shaft, facing southeast.



Figure 38. Overview of collapsed Daly-West Mine Headframe, facing southeast.

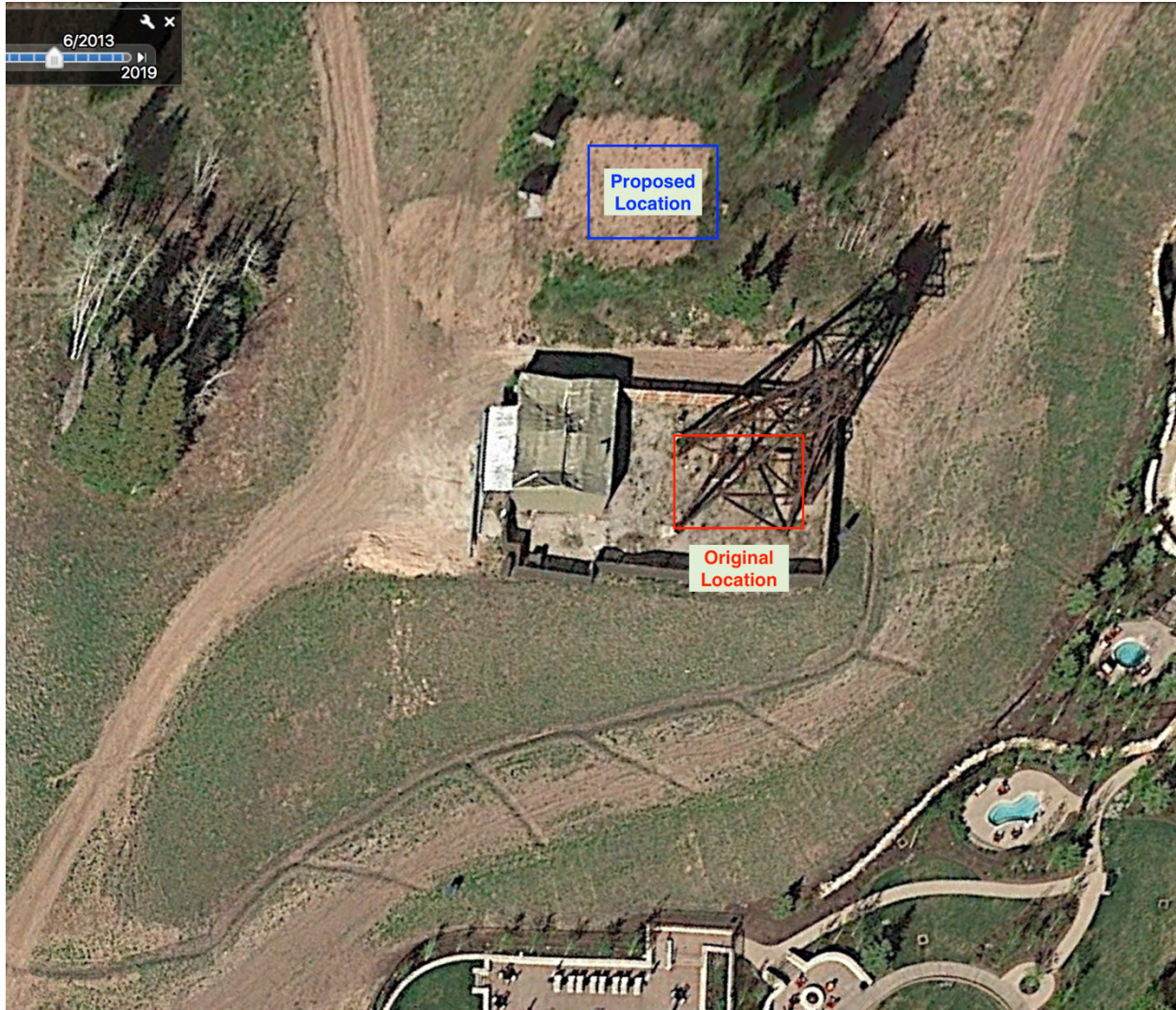
- Headframe collapsed in 2015 due to insufficient repairs and maintenance to the shaft.
- Site subsequently stabilized with air vent maintained for mine operations.
- Deer Valley acquired site and headframe from JSSD.
- Site is ~120' above bedrock so further deterioration of shaft expected.
- Three of the structural steel legs damaged during collapse.
- Hoist building roof collapsed ~2013 with building removed ~2016.
- Hoist equipment now exposed to elements.



2015 Aerial photo showing extent of mine shaft collapse

Headframe Location

- Given ongoing stability issues associated with mine shaft, erecting the headframe in original location is not viable.
- Based on engineering review and Deer Valley approval, EPMOA submitted application to erect the headframe ~100' SW of original location.
- HDDR approved relocation to new site at 8/26/20 meeting
- Building Permit application submitted 10/16/20. Pending Planning approval.



Site Plan showing proposed location for Daly Headframe

- Proposed location is in tree island between *Ore Cart* and *Nugget* ski trails and in close proximity to *Mid-Mountain Trail*.



Photo showing proposed headframe location relative to Montage and original location



Photo showing proposed headframe location as seen from Empire Express lift queue

Structural Repairs

- Headframe requires sufficient structural repairs to support its own weight of approximately 80,000 lbs. As a static structure, headframe will not be carrying weight of loads of ore and hundreds of feet of hoist cable.
- Structural engineer has prepared detailed plans for repairing structure for erection.
- Civil engineer has prepared detailed plans for new site just uphill of collapsed shaft.

Daly Headframe Scope & Budget (2021)

- Site survey
- Geotechnical engineering review
- Structural engineering review
- Structural reinforcement of headframe
- New foundation for headframe SW of original location
- Erection of headframe on new foundation

Survey and engineering	\$ 10,000
Excavation and concrete	39,500
Steel and hardware supply	28,000
Crane Cost	66,500
Labor, equipment and consumables	215,000
Project management	16,000
Permit Fees	5,000
Perimeter fencing (500 lf)	15,000
Interpretive Signage	5,000
Contingency	40,000
Project Budget (2020)	\$440,000

Note - Ongoing mine shaft maintenance not within EPMOA scope of work.

Daly West Fire Hydrant Shacks



Figure 39. Overview of Daly-West Mine Fire Hydrant Shack No. 1, facing north.



Figure 40. Overview of Daly-West Mine Fire Hydrant Shacks No. 2 (foreground) and No. 3 (background), facing west.



Figure 41. Interior of Daly-West Mine Fire Hydrant Shack No. 2, facing west. Note damaged wood on wall.



Figure 42. Detached roofing on Daly-West Mine Fire Hydrant Shack No. 2, facing east.

Initial focus of 2021 work is repair, relocation and erection of Daly Headframe. Repairs to three Fire Hydrant Shacks added 2021 scope of work with an estimated cost of \$20,000.

Project Budget (2021)

\$20,000

White Pine Log Structure



Figure 76. Overview of White Pine Mine Log Structure, facing northeast.



Figure 77. Overview of White Pine Mine Log Structure, facing east.



Figure 78. Overview of White Pine Mine Log Structure, facing southwest.



Figure 79. Detail of logs and notching, White Pine Mine Log Structure, facing east.

White Pine Log Structure

- Remaining structures destroyed in 2020 fire
- Install interpretive signage as future scope.

Ontario Mine Water Tank



Figure 24 – Water Tank D.

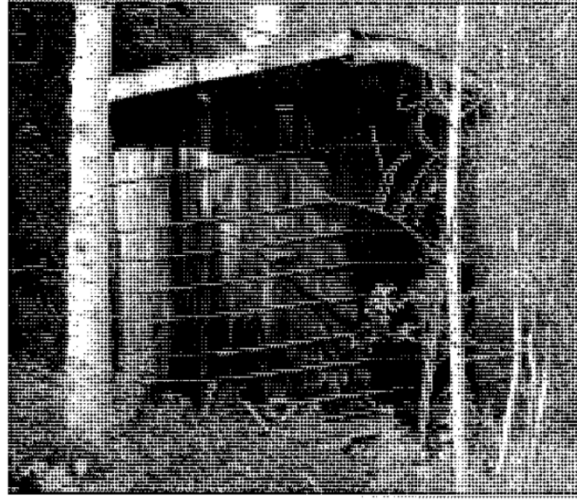


Figure 25 – Water Tank E.

The Ontario Water Tanks were not included in the recommended repairs in Exhibit 6 to the 2001 Historical Preservation Plan, and thus not included in the SWCA 2019 Historic Preservation Plan update. PCMC and FSMMH have identified the two remaining water tanks as structures of interest. Given cost of Daly Headframe repairs, Water Tanks are not within 2021 scope.

2021 Historical Preservation Budget

Daly West Headframe	\$440,000
Fire Hydrant Shacks (3)	20,000

Available Funds for Cash Balance and MOU	<u>227,516</u>
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Budget Shortfall	\$232,484
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EPMOA Shortfall	\$116,242
PCMC Shortfall	\$116,242

EPMOA Board has authorized advancement of \$120,000 future MOU contributions for 2022, 2023 and 2024 to ensure project completion in 2021.

EPMOA proposes that PCMC likewise advance \$120,000 of future MOU contributions for 2022, 2023 and 2024. Given strength of 2020 real estate market, Reinvestment Fee collections last year significantly exceeded PCMC budgeted revenues. If PCMC agrees to advance of \$120,000 as proposed, EPMOA will still remit Reinvestment Fees to PCMC in excess of 2020 budget revenue line.

Council Agenda Item Report

Meeting Date: April 15, 2021

Submitted by: John Robertson

Submitting Department: Engineering

Item Type: Ordinance

Agenda Section:

Subject:

Consideration to Approve Ordinance 2021-17, an Ordinance Amending the Municipal Code of Park City, Utah, Chapter 13 Water and Stormwater Code by Adding Section 13-5 Regulation and Enforcement of Stormwater Discharges Associated with Post Construction Activities

(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Storm Water Management Staff Report](#)

[Exhibit A: Long Term Storm Water Management Ordinance](#)

City Council Staff Report

Subject: Long Term Storm Water Management and Post Construction Activities
Author: John S. Robertson, City Engineer
Department: Engineering
Date: April 15, 2021
Type of Item: Legislative – Municipal Code Chapter 13 Water and Stormwater Code Amendment

Recommendation

Staff recommends that the City Council review the proposed code amendment to Municipal Code Chapter 13 “Water and Stormwater”, hold a public hearing, and consider approving Ordinance No. 2021-17. Approval of this ordinance is consistent with the previously approved Stormwater Management Plan (Approved in 2003 and revised in 2018) and brings the City into compliance with the Utah Pollutant Discharge Elimination System (UPDES), the General Permit for Discharges From Small Municipal Separate Storm Sewer System (MS4) (UTR090000) and the Utah Construction General Permit (UTRC00000) related to long term storm water runoff control.

Background

The Federal Clean Water Act set forth the National Pollutant Discharge Elimination System (NPDES) general permit which requires that the State of Utah (State) manage a storm water pollution discharge elimination program. The NPDES permit was created to manage and/or prevent discharge from storm water runoff of sediment and other pollutants into waterways or a municipal storm drain system due to land disturbance activities.

As part of that program the state of Utah has issued Park City, and other local governments around the state, a state permit to discharge storm water into waters of the state. Similar to the recently approved Ordinance 2020-044, this action is consistent with one of six minimum control measures Park City (City) is required to enforce as a condition of that state permit.

The proposed ordinance provides general performance and site design criteria for long term storm water management of developed or redeveloped sites meeting the applicability requirements of the proposed ordinance. Specifically, it requires the city to inspect and monitor a long term storm water management plan (SWMP) submitted by developers or contractors to control the adverse effects of post construction storm water runoff and nonpoint or point source pollution associated with development or redevelopment projects outlined in proposed ordinance Section 13-5-3.

Additionally, the ordinance defines exemptions, general performance and site design criteria for long term storm water management, required inspection and monitoring, maintenance and repair of storm water facilities, and enforcement authority.

The maintenance agreement with the City shall be recorded against the subject parcel(s) prior to acceptance of the SWMP. The maintenance agreement template as

established by the City Engineer will develop a schedule for when and how often maintenance will occur by the developer to ensure proper function of facilities and plans for periodic inspections to ensure proper performance.

As previously stated, sections related to stormwater of Title 13 *Water And Storm Water Code* of the Park City Municipal Code (PCMC) are required to stay in compliance with the State permit. As these sections are required to remain consistent with the State general permit, it will be necessary to bring several sections back to Council for approval with revisions to ensure consistency between the individual sections and State general permit.

The proposed ordinance references penalties and defines enforcements related to any infractions of the ordinance. In addition to a potential civil penalty the City may recoup any costs associated with the investigation and notice of any violations. Enforcement authority is granted to the City Engineer and will typically take the form of written notice informing of the violation and a timeline to correct it.

Attachments

A Ordinance 2021-17 Long Term Storm Water Management

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF PARK CITY, UTAH, CHAPTER 13 WATER AND STORMWATER CODE BY ADDING SECTION 13-5 REGULATION AND ENFORCEMENT OF STORMWATER DISCHARGES ASSOCIATED WITH POST CONSTRUCTION ACTIVITIES

WHEREAS, the Municipal 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; and

WHEREAS, the Municipal Code implements the goals, objectives and policies of the Park City General Plan to maintain the quality of life and experiences for its residents and visitors; and to preserve the community's unique character and values; and

WHEREAS, the City owns and operates a stormwater-collection system which has been developed over many years and consists of a network of natural conveyances, manmade structures, and conduits that collect, control, and route stormwater runoff; and

WHEREAS, pursuant to the Federal Clean Water Act, 33 U.S.C. Chapter 26, the U.S. Environmental Protection agency (EPA) has established rules and regulations setting for the National Pollutant Discharge Elimination System permit requirements for municipal stormwater discharges (Phase II Permit Program);

WHEREAS, the State of Utah, through its Department of Environmental Quality, has been delegated by EPA to administer the Phase II Permit Program and has adopted state rules and regulation implementing the Phase II Permit Program; and

WHEREAS, the City is required, among other things, to implement a stormwater-management program and associated ordinance to (1) control the contribution of pollutants to the stormwater system associated with industrial sites, construction sites, and other activities within the City; (2) prohibit illicit discharges of pollutants into the stormwater-collection system, including spills, dumping, or disposal of materials other than stormwater; (3) promote implementation and maintenance of long-term stormwater controls on development sites; (4) educate City residents and businesses about the stormwater program; and (5) enforce compliance with the program and ordinance; and

WHEREAS, the Council finds that inadequate management of the quantity and quality of stormwater runoff causes flooding and property damage; carries concentrations of heavy metals, oils, and toxic materials into receiving and ground waters; and degrades the integrity of the integrity of City neighborhoods and infrastructure; and

WHEREAS, the Council finds that such are hazards and pose a significant risk to public health, safety, and welfare; and

WHEREAS, the City Council conducted a public hearing at its regularly scheduled meeting on April 15, 2021; and

WHEREAS, it is in the best interest of the residents of Park City, Utah to the amend the Municipal Code to be consistent with the Federal and State law and to be consistent with the values and identified goals of the Park City community and City Council to protect health and safety, maintain the quality of life for its residents, preserve and protect the residential neighborhoods, and preserve the community's unique character.

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

SECTION 1. AMENDMENTS TO TITLE 13 – Water And Stormwater Code. The recitals above are incorporated herein as findings of fact. Chapter 13-5 of the Water And Stormwater Code of Park City is hereby amended as attached (see Attachment A).

SECTION 2. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED this 15th day of April, 2021.

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, Mayor

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Margaret Plane, Special Counsel

13-5. Regulation and Enforcement of Storm Water Discharges Associated with Post-Construction Activities

13-5-1	Purpose
13-5-2	Definitions
13-5-3	Long-Term Storm Water Management
13-5-4	Maintenance Agreement
13-5-5	Compatibility with Other Permit and Ordinance Requirements
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13-5-7	Inspection and Monitoring
13-5-8	Penalties and Enforcement Authority
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13-5-10	Effective Date

13-5-1. Purpose

The purpose of this Section is to establish minimum Storm Water Management (as defined herein) requirements and controls for Post-Construction activities. This Section outlines requirements to protect and safeguard the Long-Term general health, safety, and welfare of the public residing within the City (as defined herein) and surrounding Watersheds (as defined herein), and to control the adverse effects of Post-Construction Runoff and Nonpoint (as defined herein) and Point Source pollution associated with Development (as defined herein) and Redevelopment projects. This Chapter seeks to meet that purpose through the following objectives:

- A. Minimize the impact of Runoff from any Development or Redevelopment activities in order to reduce flooding, siltation, and pollution of Waters of the State of Utah.
- B. Minimize increases in Nonpoint Source pollution caused by Runoff from Development and Redevelopment projects which could otherwise degrade water quality.
- C. Minimize the total annual volume of Runoff which flows from any specific Site, during and following Development or Redevelopment, to not exceed the pre-Development hydrologic regime to the maximum extent practical.
- D. Reduce Runoff rates and volumes, soil erosion and Nonpoint Source pollution, wherever possible, through Storm Water Management controls and to ensure that these management controls are properly maintained and pose no threat to public safety.
- E. Provide Long-Term responsibility for and Maintenance (as defined herein) of Storm Water Management Facilities System (as defined herein).
- F. Establish legal authority to carry out all the Inspection (as defined herein) and monitoring procedures necessary to ensure compliance with this Chapter.
- G. Regulate the contribution of Pollutants to the City's MS4 by Storm Water Discharges from Development and Redevelopment activities.
- H. Enable the City to comply with the Utah Pollution Discharge Elimination System Permit (UPDES) (as defined herein) and applicable federal regulations.
- I. Facilitate compliance with state and federal standards and Permits by landowners, owners of construction Sites, Developments, and permanent Storm Water Management Facilities within the City.

This Chapter shall be applicable to:

- A. All subdivision or Development applications greater than 1 acre in size;
- B. Any new Development or Redevelopment that changes ten percent (10%) or more of the impervious area located on the Property;
- C. Any new Development or Redevelopment regardless of size that is identified by the City to be in an area where the land use has the potential to generate highly contaminated Runoff; or
- D. Any land Development activities that are smaller than the minimum applicability criteria if such activities are part of a Master Planned Development (as defined in MCPC § 15-15-1) or annexation.

13-5-2. Definitions

For the purpose of this Chapter, the definitions listed hereunder shall be construed as specified in this Section. Additionally, definitions set out in MCPC § 13-4-2 shall apply to this Chapter 5. In the event a definition in Chapter 4 is different than a definition in this Chapter 5, the definition in this Chapter 5 shall control.

- A. APPLICANT. Person applying for a Permit with the City.
- B. CHANNEL. A natural or constructed-watercourse with a definite bottom surface or bed and sides or banks that conducts flowing water continuously or periodically.
- C. CITY. Park City Municipal Corporation, a municipality incorporated in the state of Utah, and its governing body, employees, and authorized representatives.
- D. CITY ENGINEER. The City Engineer of Park City, or authorized designee.
- E. DEVELOPMENT. Any manmade change in real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.
- F. DEVELOPER. A Person, contractor, or entity that is physically doing the Development or Redevelopment.
- G. DISCHARGE. Refers to discharges from the Municipal Separate Storm Sewer System (MS4).
- H. EASEMENT. An acquired privilege or right of use or enjoyment that a Person, party, firm, corporation, municipality or other legal entity has in the land of another.
- I. FACILITY. A place, amenity, or piece of equipment provided for a particular purpose.
- J. INSPECTION. The act of visiting an On-Site or Off-Site Facility or Property by authorized officials or individuals for the purpose of observing and documenting activities, operations or conditions pertaining to a City issued Permit or such activities requiring said Permit. All Facilities shall be subject to Inspection by any law enforcement agency or by any designated agent of the City as well as by the Summit County Health Department or State board of health, or State Department of Environmental Services. It shall be unlawful for any permittee to refuse access to a Facility.
- K. LOW IMPACT DEVELOPMENT (LID). An approach to land Development (or Redevelopment) that works with nature to more closely mimic pre-Development hydrologic functions. LID employs principles such as preserving and recreating natural landscape features, minimizing effective imperviousness to create functional and appealing site drainage that treat storm water as a resource rather than a waste product. Examples of LID include bio-retention facilities, rain gardens, vegetated rooftops, rain barrels, and permeable pavements.
- L. MAINTENANCE. Any activity that is necessary to keep a Storm Water Facility in good working order so as to function as designed. Maintenance shall include complete reconstruction of a Storm Water Facility if reconstruction

is needed in order to restore the Facility to its original operational design parameters. Maintenance shall also include the correction of any problem on the Site that may directly impair the functions of the Storm Water Facility.

- M. MAINTENANCE AGREEMENT. A deed restriction recorded in the office of the Summit County Recorder which provides for Long-Term Maintenance of Storm Water Management practices.
- N. MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4). Means the conveyances owned or operated by the City for the collection and transportation of stormwater, including roads and streets and their drainage systems, catch basins, curbs, gutters, ditches, Channels, stormwater ponds, basins, wetlands and storm drains.
- O. NONPOINT SOURCE. Any source of water pollution that is not a Point Source.
- P. NOTICE OF VIOLATION (NOV). Written notice issued by the City Engineer whenever the City Engineer finds that a Person or entity is in noncompliance with this Chapter; the City Engineer shall order compliance by written notice of Violation to the Responsible Party or registered agent or entity. Requirements in this notice are at the discretion of the City Engineer, and may include monitoring, payment to cover costs relating to the noncompliance, and the implementation of BMP's or ABMP's.
- Q. OFF-SITE FACILITY. Structural BMP or a System located outside the subject Property boundary described in the Permit application for land Development activity.
- R. ON-SITE FACILITY. Structural BMP or a System located within the subject Property boundary described in the Permit application for Development activity.
- S. PERMIT. An official document giving a Person or Developer authorization to do something.
- T. POINT SOURCE. Any discernible, confined, and discrete conveyance from which Pollutants are or may be discharged. This includes but is not limited to any pipe, ditch, Channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, or vessel or other floating craft. This term does not include agricultural stormwater discharges and return flows from irrigated agriculture.
- U. POST-CONSTRUCTION. Time Period for which the "completion" date has already passed and the structure, Facility, or equipment is in use by the City, Developer, Property owner or other Persons.
- V. PROPERTY. Both real and personal property.
- W. REDEVELOPMENT. Any new construction on a Site that has pre-existing uses or Developments.
- X. RESPONSIBLE PARTY. Responsible Party means any entity holding fee title to the Property, contracted to manage the Property, or in actual or apparent control of the Property.
- Y. RUNOFF. Water that travels across the land surface, or laterally through the ground near the land surface, and discharges to water bodies either directly or through a collection and conveyance system. Runoff includes storm water and water from other sources that travels across the land surface.
- Z. STORM WATER DRAINAGE DESIGN MANUAL. Current Park City Storm Water standards and regulations as adopted by the City.
- AA. LONG-TERM STORM WATER MANAGEMENT PLAN (SWMP). The programs to maintain quality and quantity of Storm Water Runoff to pre-Development levels indefinitely.
- BB. STORM WATER MANAGEMENT FACILITIES SYSTEM (System). The drainage structures, conduits, ditches, combined sewers, sewers, and all device appurtenances by means of which Runoff is collected, transported, pumped, treated or disposed of.

CC. STORM WATER MANAGEMENT PLAN (SWMP). The set of drawings and other documents that comprise all the information and specifications for the programs, drainage systems, structures, BMPs, concepts and techniques intended to maintain or restore quality and control quantity of Runoff to pre-Development levels.

DD. STRUCTURAL BMPs. Devices that are constructed to provide control of Runoff.

EE. UNTREATED STORM WATER. Water that leaves the Site or Property prior to going through a Water Quality Device.

FF. UTAH POLLUTION DISCHARGE ELIMINATION SYSTEM (UPDES). The state/national program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing Permits, and imposing and enforcing pretreatment requirements, under Sections 307, 318, 402, and 405 of the federal Clean Water Act, as amended.

GG. VIOLATION. Means the failure of a structure, Person, or other Development to be fully compliant with this Chapter 5; the community's standards and rules; and the City's MS4's regulations pertaining to the UTAH POLLUTION DISCHARGE ELIMINATION SYSTEM (UPDES).

HH. WATERSHED. All the land area that contributes Runoff to a particular point along a waterway.

II. WATER QUALITY DEVICE. Any BMP, activity, or other method used to prevent or reduce the Discharge of Pollutants.

13-5-3. Long-Term Storm Water Management

A. No Development or Redevelopment activity will commence on a Site subject to this Chapter until a Long-Term SWMP detailing in concept how Storm Water Runoff and associated water quality impacts resulting from the Development or Redevelopment will be controlled or managed. The Long-Term SWMP shall be prepared by a licensed engineer and must indicate whether Storm Water will be managed On-Site or Off-Site and, if On-Site, the general location and type of practices, structures, devices or activities that will be employed. The Long-Term SWMP shall provide specifications, Maintenance frequencies, and Inspection criteria for all facilities constructed on the Site along with procedural practices that will be used to minimize the presence of Pollutants in Runoff.

B. Maintenance Agreements. All Storm Water practices shall be maintained in accordance with the approved and recorded Storm Water Maintenance Agreement and Long-Term SWMP.

C. General Performance and Site Design Criteria

1. Performance Criteria. The following performance criteria shall be addressed for Storm Water Management at all Sites governed by this Chapter:

a. For the Development or Redevelopment Site, all Storm Water Management practices will be designed to accommodate a minimum of a twenty-five (25) year storm event with a maximum release rate equal to the existing undeveloped Site conditions. In cases when the existing Site conditions have been disturbed or improved from native vegetation the Site shall use a reasonable release rate similar to that of a neighboring undisturbed land. All Sites must retain the first .50 inches of precipitation by incorporating LID into the design. All water storage and water quality standards must convey and or detain the twenty-five (25) year storm event, unless approved by the City Engineer.

b. These practices should seek to utilize LID for Storm Water treatment and to infiltrate Storm Water Runoff from driveways, sidewalks, parking lots, and other impervious areas to the maximum extent practical to provide treatment for both water quality and quantity. The process shall include evaluations of BMPs considered and the reasons they have or have not been selected. All rooftop drainage is required to drain to landscaped areas unless otherwise approved by the City Engineer. Infiltration shall not be permitted within the soil ordinance boundaries (<https://www.parkcity.org/departments/building-and-fire-safety/soil-ordinance>), alternative practices

shall be required to maintain water quantity and quality.

- c. All Storm Water Runoff generated from new Development or Redevelopment Sites shall not Discharge Untreated Storm Water directly into a naturally occurring wetland or waters of the State of Utah including the Storm Water system without treatment to the maximum extent practical as determined by the City Engineer. In no case shall the impact on wetlands be any more than allowed by the United States Army Corps of Engineers (USACE) mitigation rule (33 CFR Part 332).
 - d. Each SWMP shall include an assessment of Post-Construction Storm Water impacts upon downstream and upstream properties. The assessment of Storm Water quality and quantity impacts shall be based on the standards contained within this Chapter, at a minimum. The assessment of upstream impacts must be provided, at a minimum, for Property or properties located immediately upstream and/or adjacent to the proposed Development or Redevelopment. The assessment of downstream impacts shall be made by evaluating a Site's contribution to Storm Water Runoff to a suitable downstream point.
 - e. If hydrologic or topographic conditions warrant greater control than that provided by the minimum control requirements established in the Storm Water Drainage Design Manual, the City reserves the right to impose any and all additional requirements deemed necessary to control the volume, timing, rate of Runoff and Pollutant loading.
2. Site Design Feasibility. Storm Water Management practices for a Site shall be chosen based on the physical conditions of the Site. Among the factors that should be considered:
- a. Topography
 - b. Drainage Area(s)
 - c. Soils
 - d. Slopes
 - e. Terrain
 - f. Location in relation to environmentally sensitive features
 - g. Receiving waters
3. Conveyance Issues. All Storm Water Management practices shall be designed to convey Storm Water to allow for the maximum removal of Pollutants and reduction in flow velocities.
4. Pretreatment Requirements. Every Storm Water treatment practice shall have an acceptable form of water quality pretreatment. The proposed pretreatment shall address the anticipated Pollutants that would normally be expected from the proposed Development. Approval by City of pretreatment devices is required before work can begin. The use of LIDs is encouraged, and evaluation documentation is required.
5. Protection of Point of Discharge. Discharge from any on-site System into any Channel or feature, shall be designed and constructed so that the Discharge does not cause damage to Off-Site Facilities, Properties, Wetlands, or Sites.
6. Protection of Receiving Channels and Waters. Receiving Channels and water bodies (On-Site and/or Off-Site) shall be evaluated to ensure that downstream Channels are not eroded and/or degraded by altered Storm Water flows from Development or Redevelopment. Acceptable mitigation alternatives include on-Site detention to reduce Post-Construction Runoff rates and volumes and Channel Stabilization measures to control Channel degradation.
7. Design of Water Impounding Structures (Dams). Any proposed water impounding structure (dam) shall be designed in accordance with Utah Dam Safety standards R655-11, as amended, and if required, shall be reviewed and approved by the Utah Dam Safety Engineer. Proof of compliance with this requirement shall be provided by the Applicant for any Permit issued by the City.

D. Storm Water Drainage Design Manual

1. The City reserves the right to furnish additional policy, criteria and information including specifications and standards in the form of a revised Storm Water Drainage Design Manual. The adopted Design Manual is applied to a project when a formal application for a Permit is made.

13-5-4. Maintenance Agreement

- A. Maintenance Agreements. Maintenance of all Systems shall be ensured through the creation of a formal Maintenance Agreement. All applicants shall sign the standard Maintenance Agreement established by the City Engineers Office unless approved otherwise by the City Engineer.

13-5-5. Compatibility with Other Permit and Code Requirements

This Chapter is not intended to interfere with, abrogate, or annul any other ordinance, code, rule or regulation, statute, or other provision of law. The requirements of this Chapter should be considered minimum requirements, and where any provision of this Chapter imposes restrictions different from those imposed by any other ordinance, code, rule or regulation, or other provision of law, whichever provisions are more restrictive or impose higher protective standards for human health or the environment shall be considered to take precedence.

13-5-6. Proper Operation and Maintenance

- A. Maintenance Easement. Prior to commencing Development or Redevelopment activities on a Site, the Applicant or Responsible Party of the Site must record in the office of the Summit County Recorder a Maintenance Agreement that shall be binding on all subsequent owners of land served by a System. The Maintenance Agreement shall provide for access to the subject Property at reasonable times for periodic Inspection by the City, or its contractor or agent, to ensure that the Storm Water controls are maintained in proper working condition to meet design, water quality standards and any other provisions established by this Chapter.

- B. Records of Installation and Maintenance Activities. Parties responsible for the operation and Maintenance of a Long-Term System shall make records of the installation and of all Maintenance and repairs, and shall retain the records for at least five (5) years. These records shall be made available to the City during Inspection of the Facility and at other reasonable times upon request. These records shall contain all of the following:

1. The name and address of the landowner;
2. A statement that an Inspection was made of all Structural BMPs;
3. The date the Inspection was made; and
4. A statement that all inspected Structural BMPs are performing properly and are in compliance with the terms and conditions of the approved Maintenance Agreement required by this Chapter. Treatment requirements, operating procedures, and practices to control Runoff from a Site will be monitored and corrective actions will be taken if installed BMPs are not operating as expected.

- C. Failure to Maintain Practices. If a Responsible Party fails or refuses to meet the requirements of the Maintenance Agreement, the City, after reasonable notice, may correct a Violation of the design standards or Maintenance needs by performing all necessary work to restore the System in compliance with this Chapter. In the event that the System becomes a danger to public safety or public health, the City shall notify the Responsible Party for Maintenance of the System in writing. Upon receipt of that notice, the Person responsible shall have five (5) calendar days to complete Maintenance and repair of the Facility as approved by the City. The City may assess the Responsible Party of the System for the cost of repair work and any penalties. If the Responsible Party does not reimburse the City for all work performed within 60 days, the City may place a lien on the Property and/or pursue all remedies available at law or in equity.

13-5-7. Inspection and Monitoring

- A. Inspections: Whenever necessary to make an Inspection to enforce any provision of this Chapter, or whenever the City has cause to believe that there exists, or potentially exists, a condition which constitutes a Violation of this Chapter, the City may enter the Property/Site on which the System is located. Failure to comply with the terms of this Chapter may result in punitive actions by the City, Summit County Health Department, UDEQ, the U.S. Environmental Protection Agency, or by other means identified in Permits or terms set forth in Development applications.

- 1. Permanent Structural Systems. These facilities must be inspected by the City at least once during installation.

13-5-8. Penalties and Enforcement Authority

Refer to MCPC § 13-3-2 and 13-3-3 for penalties applicable to this Chapter.

13-5-9. Severability

- A. Should any Section, paragraph, sentence, clause, or phrase of this Chapter be declared unconstitutional or invalid for any reason, the remainder of the Chapter shall not be affected thereby.

13-5-10. Effective Date

- A. This Chapter shall become effective after publication of such in accordance with applicable state law.