



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
March 18, 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, March 18, 2021.

NOTICE OF ELECTRONIC MEETING & HOW TO COMMENT VIRTUALLY:

On March 4, 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 - 3:45 p.m.

To Discuss Property, Personnel, and Litigation

WORK SESSION

5:00 p.m. - 3Kings Water Treatment Plant – Year One Construction Summary
[3KWTP Construction Update Staff Report](#)

5:30 p.m. - Utah Community Renewable Energy Program Update
[Utah Renewable Program Staff Report](#)
[Exhibit A: Participating Community Cost Structure and Voting Schematic](#)

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. 2021 Wildfire Season Preparation Update

[Wildfire Preparedness Update Staff Report](#)

2. [Transportation Operations Update - Spring 2021](#)
[Spring 2021 Transportation Operations Update Staff Report](#)
[Exhibit A: Spring 2021 Transit Service Map](#)
[Exhibit B: Spring 2021 Paid Parking Plan](#)

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

IV. CONSENT AGENDA

1. Request to Authorize the City Manager to Enter into a Five-Year Agricultural Lease with Bill White Farms, LLC, for Agricultural Services on the City-Owned McPolin and Peterson Open Space Parcels, in a Form Approved by the City Attorney
[McPolin and Peterson Agricultural Lease Award Staff Report](#)
[Exhibit A: McPolin & Peterson DRAFT Lease](#)
2. Request to Authorize the City Manager to Enter into a Second Addendum for the Professional Services Agreement with Park Silly Sunday Market (PSSM) for Event Planner Services as Related to the Fourth of July Celebration in a Form Approved by the City Attorney in an Amount Not to Exceed \$20,000.00
[Fourth of July Service Provider Staff Report](#)
[Exhibit A: Fourth of July Service Provider 3rd Addendum Draft](#)
[Exhibit B: PSSM Notice of Intent to Renew Contract for Fourth of July Planning Services](#)
3. Request to Approve Rent Abatement for Tenants of City-Owned Properties through June, 2021 in the Amount of \$12,122.00
[City Facilities Rent Abatement Staff Report](#)
4. Request to Authorize the City Manager to Execute a Construction Agreement in a Form Approved by the City Attorney's Office with D.R.D. Paving L.L.C. for the Construction of the Lot G & F Stairs and Pathway Improvements in an Amount Not to Exceed \$117,852.21
[Lot G and F Walkability Improvements Award Staff Report](#)
[Exhibit A: Scope and Design - Lot G and F](#)
5. Request to Authorize the City Manager to Execute a Professional Services Agreement in a Form Approved by the City Attorney's Office with Park City Historical Society and Museum, for a Two-Year Term with an Option to Renew for Another Two-Year Term, in an Amount Not to Exceed \$25,000.00 per Year
[Park City Historical Society and Museum Staff Report](#)
[Exhibit A: Park City History Services RFP Response](#)

V. NEW BUSINESS

1. Application was Withdrawn - Land Management Code (LMC) Amendment – Proposal to Amend the LMC to Address Shared Driveways and Common Parking Structures within the Historic Residential Medium Density Zoning District, Amending Chapter 15-2.4, Sections 15-13-2 and 15-13-8, and Chapter 15-15

(A) No Public Hearing and No Action

2. Consideration to Approve Ordinance 2021-14, an Ordinance Approving the 1203 Park Avenue Plat Amendment Located at 1203 Park Avenue, Park City, Utah
(A) Public Hearing (B) Action
[1203 Park Avenue Plat Amendment Staff Report](#)
[Exhibit A: Ordinance No. 2021-14](#)
[Exhibit B: Existing Conditions Survey](#)
[Exhibit C: Applicant's Statement and Photographs](#)
[Exhibit D: Ordinance 2018-26 \(Original Approval\)](#)
[Exhibit E: Snyderville Basin Water Reclamation District Letter](#)
[Exhibit F: Copy of Certified Letter from PCMC to property owner, 12.14.14](#)
3. Consideration to Authorize the City Manager to Execute a Professional Services Agreement with MSW Consultants to Conduct a Safe, Efficient, and Data-Driven Waste Characterization Field Operation for Park City's Downtown Business Improvement District (BID), with an Additional Study to Analyze the Composition of Park City's Residential Waste, in an Amount Not to Exceed \$37,000.00
(A) Public Input (B) Action
[Waste Characterization Study Staff Report](#)
[Exhibit A: Proposal from MSW Consultants](#)

VI. ADJOURNMENT

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

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

Council Agenda Item Report

Meeting Date: March 18, 2021

Submitted by: Roger McClain

Submitting Department: Public Utilities

Item Type: Staff Report

Agenda Section:

Subject:

5:00 p.m. - 3Kings Water Treatment Plant – Year One Construction Summary

Suggested Action:

Attachments:

[3KWTP Construction Update Staff Report](#)



City Council Study Session Report

Subject: 3Kings Water Treatment Plant – Year One Construction
Summary
Author: Roger McClain, Public Utilities Engineering Manager
Department: Public Utilities
Date: March 18, 2021
Type of Item: Informational

Executive Summary

On February 20, 2020, Park City issued a Notice to Proceed for the demolition of the existing Golf/Parks Maintenance Building and the Spiro Water Treatment Plant. Subsequently, on March 2, 2020, a Notice to Proceed was issued for the construction of the 3Kings Water Treatment Plant (3KWTP). Construction of the facility continues at a rapid pace, remaining on schedule. Additionally, the construction of other M-I-W related projects, including the Spiro Mine Tunnel Reconstruction and 3KWTP Off-Site Utilities and SR-248 Transmission Line Improvements, has progressed throughout the past year.

Summaries of the work accomplished during Year One are provided below. A short presentation, highlighting construction activities over the last year, will be presented at the Council meeting.

3KWTP - Construction Summary

Construction Manager/General Contractor: Alder Construction Company
Alder Construction: Project Manager - Val Martin; Site Superintendent - Ron Erikson
Construction Engineer: Jacobs - Mario Garza, Resident Engineer
Major Subcontractors:
Demolition: Grant MacKay
Electrical: Skyline Electric
HVAC: United Team Mechanical

Project Construction Summary

- All demolition work was completed;
- A temporary pedestrian walkway was installed to mitigate pedestrian access/construction vehicle conflicts along Three Kings Drive;
- Thiriot Spring temporary pumping and disinfection system was completed and operational throughout summer and fall of 2020;
- Work has been focused primarily on below grade structures such as water bearing basins under buildings (Disinfection/Pumping Bldg., Backwash Waste Building, and Gravity Thickeners);
- 40 to 60 workers are typically on site daily and are shuttled to and from the site from remote parking;
- Approximately 5,500 cubic yards of concrete has been poured over the past year;

- Under building water operational basin and under slab piping for the Backwash/Waste/Filter/Adsorber/Solids Building is installed. Walls are under construction;
- Under building clearwell water basin for the Disinfection/Pumping Building is installed and masonry walls are under construction;
- Pump/Poly Building floor and masonry walls are installed. Roof and interior work is progressing;
- The Gravity Thickener basins and concrete walls are installed;
- Chemical Building containment areas and masonry walls are installed;
- Excavation for the Flocculation/Sedimentation Building has been completed;
- Filter and adsorber vessels have been fabricated and are locally warehoused;
- Filter press equipment has been manufactured and is locally warehoused; and
- Gravity thickener equipment is being prepared for install.

COVID-19 Impacts / Mitigation Efforts

- COVID-19 health protocols have been implemented at the site;
- Sequencing of the construction activities has been revised to better accommodate worker social distancing and compartmentalize personnel to limit impacts in the event of positive COVID-19 tests.
- Direct project impact to construction personnel: approximately 4,500 lost-time hours due to COVID-19 during the first year of construction.
- Site meetings are limited and virtual meetings being used where possible. Virtual Project Office software was successfully implemented to streamline communications with field, office, and at-home personnel;
- Manufacturer and Vendor supply streams are being constantly monitored and key components are being ordered and locally warehoused to prevent project schedule delays.

Public Outreach

Communications with the neighborhood is ongoing, consistent with COVID-19 restrictions), and the Park City Project Webpage continues to be maintained and updated regularly (to access the site, please go to [click here](#).)

Spiro Mine Tunnel - Construction Summary

Construction Manager/General Contractor: Harrison-Western Construction
Construction Engineer: Lithos Engineering

Project Construction Summary

- The first 50 feet of the mine tunnel was removed due to highly unstable soils. The tunnel in this area is to be rebuilt and the hillside replaced/restored;
- An additional 350 feet of the tunnel has been stabilized using soil nailing and shotcrete application;
- Replacement of tunnel water conveyance piping and collection structures in the first 400 feet of the tunnel is currently underway; and

A link to the plans for the final Spiro Tunnel Entrance Plaza is as follows:

[Spiro Mine Entry Concept Package](#)

Off-Site Utilities and Improvements - Construction Summary

Golf Course Ponds CM/GC: Alder Construction Company

SR-248 Pipelines General Contractor: Silver Spur Construction

Project Construction Summary

- Phase 1 of the SR-248 Water Transmission Lines (within Kearns Blvd. from Wyatt Earp Way to Zions Bank) is complete, pavement restored, and operational – 13,495 feet of pipe installed. UDOT is scheduled to repave SR-248 in 2021;
- Phase 3 of the SR-248 Water Transmission Lines (across golf course from SR-224 to the 3KWTP) is complete – 1,200 feet of pipe installed;
- Spiro Tunnel and 3KWTP water conveyance piping installation within the Park City Golf Course Back Nine area has been completed;
- A new sanitary sewer lateral across the Park City Golf Course Back Nine area, serving the 3KWTP, has been completed; and
- Dredging of the Golf Course ponds in the vicinity of the PayDay Condos started at the end of January 2021, immediately following the end of the pond's use for snowmaking purposes.

Projects Financial Summary

The financial summary table reflects the construction costs for M-I-W related projects for the last year. Engineering related services and special inspections and testing are not included in amounts.

Expenditures Summary thru Feb. 2021	Amount
Contracts Total	\$99,274,511.00
Total Paid to Date	\$26,975,994.36
Remaining to Pay	\$72,298,516.64
Estimated Work Complete	36%

Project Construction Year One Summary

To be presented at the City Council meeting.

Council Agenda Item Report

Meeting Date: March 18, 2021

Submitted by: Luke Cartin

Submitting Department: Sustainability

Item Type: Work Session

Agenda Section:

Subject:

5:30 p.m. - Utah Community Renewable Energy Program Update

Suggested Action:

Attachments:

[Utah Renewable Program Staff Report](#)

[Exhibit A: Participating Community Cost Structure and Voting Schematic](#)



City Council Staff Report

Subject: Utah Renewable Energy Program Update
Author: Luke Cartin
Department: Sustainability
Date: March 18, 2021

Executive Summary

Park City has a commitment to be 100% renewable electricity by 2030 community wide. This work session is to provide an update on the Governance Agreement and next steps for City Council.

Background

- On September 22, 2016, City Council passed Resolution 23-2016 to set 100% renewable electricity goals by 2030 for municipal operations.
- On February 23, 2017, Park City and Rocky Mountain Power entered into a Joint Clean Energy Cooperative Statement to work together to source 100% renewable electricity for City operations and community-wide.
- Park City, along with Salt Lake City, Summit County, and Rocky Mountain Power passed the Utah Community Renewable Energy Act during the 2019 Utah Legislative session.

Discussion

Park City has been creating a pathway to 100% renewable by 2030 since 2017. In 2019, the Utah Legislature passed [House Bill 411: The Utah Community Renewable Energy Act](#). This bill initiated a process for Utah communities, Rocky Mountain Power, and state regulators to create an opt-out net-100% renewable by 2030 program. Currently, over 20 communities are eligible to participate, representing approximately 25% of the state's population and 40% of Rocky Mountain Power's Utah electricity sales.

In January 2020, the Utah Public Service Commission adopted initial [rules](#) for the program. These rules identify a governance agreement between the participating communities and a utility agreement between the utility and communities.

Governance Agreement

The governance agreement creates a cooperative agency with a board. It defines the voting structure, cost allocation, dispute resolution, and administrative responsibilities. A sub-group of participating communities began meeting in November 2019 to craft this agreement. This group included staff, elected, and legal representation. The initial draft governance agreement was reviewed by participating community legal staff at the

beginning of 2021. It will be finalized by the end of March for communities to sign and comes into effect when five communities sign the agreement.

Program Costs:

The statute states that costs cannot be shifted to non-participating electricity ratepayers. These costs include the utility filing, regulator consultants, and participating communities' legal and technical consulting. These combined costs are not expected to exceed \$700,000 for the regulatory filing and program adoption by the Utah Public Service Commission.

The cost, spread over two fiscal years, is shared between communities based on a calculation that averages each community's share of total population and total electric load. Participating community costs are calculated assuming all 23 communities sign the governance agreement.

A potential challenge is budgeting for the program while communities determine if they sign the governance agreement. If a community chooses not to sign the governance agreement and withdraws from the program, the costs must be covered by the other participating communities. The governance agreement creates a stabilization mechanism to ensure program success and stability – we are calling them Anchor communities. Anchor communities financially back the program by committing to the entire \$700,000 cost. As non-anchor communities sign the agreement and make their payment, anchor payments are shrunk proportionally.

example:

An Anchor community budgets not-to-exceed \$70,000 of total program costs (10% of \$700,000). If the 15 non-anchor communities participate, and their total payment covers \$350,000, it would shrink the Anchor community's cost to \$35,000.

After the Public Service Commission approval, participating communities can enact the program by passing an ordinance and paying the utility to notice eligible customers in their community. Program costs will then be shifted from the communities to the participating customers.

Voting:

There are two voting structures outlined in the governance agreement: pre-implementation and post-implementation. The pre-implementation structure is used until the Community Renewable Energy Program is approved by the Public Service Commission. Each community has a non-weighted vote. A community can call a weighted-vote that is based on a community's payment.

The post-implementation voting structure is used after Public Service Commission program approval. Participating communities can change program design through a supermajority of communities and a majority of electric load. A new renewable resource that increases costs less than 10% can be chosen for the program by a majority of

communities and majority of electric load. If the resource costs more than 10%, a supermajority of communities and a supermajority of electric load must approve it.

Next Steps:

2021:

The Governance Agreement will be ready for communities to sign in April. If Park City signs the agreement, City Council should appoint a board member, alternate, and staff for the program. Participating (non-anchor) municipalities will have to pay their phase 1 payment by July 31, 2021. Anchor municipality phase 1 payment are due October 31, 2020.

2022:

The Utility Agreement will need to be approved and signed by communities. The phase 2 payments will be due July 31st (participating municipalities) and October 31st (anchor municipalities).

The goal is to have the Public Service program approval by September 2022. Participating communities will need to pass an ordinance within 90 days of program approval.

Discussion for City Council

Staff is budgeting for Park City to participate as an anchor community. This expected cost is approximately \$18,000 per year, for two years. This will ensure the program to move forward and will give Park City higher weighting for voting.

City Council will need to appoint a board member, alternate, and staff to the program.

Department Review

Sustainability, Legal and Executive

Attachment

Exhibit A: Participating community cost structure and voting schematic

Voting Structure for Community Renewable Energy Program

Pre-Implementation Voting

Effective Date – July 31, 2021	August 1, 2021 - Submittal	Submittal – Order	Order – End of Implementation Period
Simple Community Majority Vote	Simple Community Majority Vote	Simple Community Majority Vote	Simple Community Majority Vote
Option for Weighted Vote	Option for Weighted Vote	Option for Weighted Vote	Option for Weighted Vote
Participation Percentage = Average of Population & Electric Load	Participation Percentage = Phase 1 Payment Obligation	Participation Percentage = Phase 2 Payment Obligation	Participation Percentage = Phase 2 Payment Obligation

Post-Implementation Voting

After Implementation Period
Program Design Vote - Supermajority of Communities - Majority of Electric Load
Renewable Resource Vote (<10%) - Majority of Communities - Majority of Electric Load
Renewable Resource Vote ($\geq 10\%$) - Supermajority of Communities - Supermajority of Electric Load

Community Renewable Energy Program Eligible Community Cost Allocation

List of Eligible Communities	Cost Allocation % (Population and Electric Load)	Total Non-Noticing Costs (\$700,000)	Budget Guidance for Phase 1 Costs Cities:FY22 Counties:FY21-22	Budget Guidance for Phase 1 Costs Cities:FY23 Counties:FY22-23	Total Est. Noticing Costs (Two Mailers * # Customers)	Budget Guidance for Noticing Cities:FY24-25 Counties:FY23-24
Alta	0.063%	437.87	218.93	218.93	206.27	206.27
Bluffdale	3.168%	22,177.13	11,088.57	11,088.57	4,236.10	4,236.10
Castle Valley	0.030%	213.49	106.74	106.74	207.07	207.07
Coalville	0.161%	1,125.98	562.99	562.99	-	-
Cottonwood Heights	3.126%	21,884.21	10,942.10	10,942.10	11,497.77	11,497.77
Emigration Canyon Township	0.130%	912.45	456.22	456.22	480.24	480.24
Francis	0.120%	843.08	421.54	421.54	489.00	489.00
Grand County Unincorporated	0.603%	4,218.74	2,109.37	2,109.37	2,435.42	2,435.42
Holladay	2.682%	18,775.45	9,387.72	9,387.72	10,147.86	10,147.86
Kamas	0.212%	1,486.98	743.49	743.49	758.18	758.18
Kearns	2.745%	19,212.02	9,606.01	9,606.01	8,376.64	8,376.64
Millcreek	5.263%	36,842.80	18,421.40	18,421.40	19,721.50	19,721.50
Moab	0.639%	4,475.90	2,237.95	2,237.95	2,780.27	2,780.27
Oakley	0.149%	1,040.00	520.00	520.00	574.21	574.21
Ogden	10.211%	71,474.53	35,737.26	35,737.26	29,136.66	29,136.66
Orem	8.863%	62,039.05	31,019.52	31,019.52	27,402.88	27,402.88
Park City	1.926%	13,484.75	6,742.38	6,742.38	8,338.41	8,338.41
Salt Lake City	28.872%	202,100.63	101,050.32	101,050.32	78,221.00	78,221.00
Salt Lake County Unincorporated	3.306%	23,140.51	11,570.26	11,570.26	9,805.40	9,805.40
Springdale	0.138%	962.53	481.26	481.26	491.38	491.38
Summit County Unincorporated	3.074%	21,519.95	10,759.97	10,759.97	10,591.46	10,591.46
West Jordan	10.833%	75,833.53	37,916.77	37,916.77	30,484.19	30,484.19
West Valley City	13.685%	95,798.44	47,899.22	47,899.22	35,945.17	35,945.17
	100.000%	\$ 700,000.00	\$ 350,000.00	\$ 350,000.00	\$ 292,327.07	\$ 292,327.07

Council Agenda Item Report

Meeting Date: March 18, 2021

Submitted by: Mike McComb

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

2021 Wildfire Season Preparation Update

Suggested Action:

Information Only

Attachments:

[Wildfire Preparedness Update Staff Report](#)

City Council Staff Communications Report



Subject: 2021 Wildfire Preparation Update
Authors: Dave Thacker, Wade Carpenter, Mike McComb, Clint McAfee, Heinrich Deters
Departments: Chief Fire Official, Police, Emergency Management, Public Utilities, Trails/Open Space/Real Estate
Date: March 1, 2021
Type of Item: Informational

Background: Residents of Park City know that living in the wildland-urban interface (WUI), while beautiful and amazing, brings with it a very real risk of wildfire. Under certain circumstances, a large wildfire in our area could deliver a severe economic blow to the City and private property. Wildfire is the primary natural hazard in the region, both in terms of potential severity and likelihood. As we look ahead to predict the intensity of the wildfire season, staff thought it might be helpful to provide a brief summary of conditions and initiatives underway, completed projects, ongoing strategies, and the outlook for the upcoming wildfire season.

Summary of Conditions and Outlooks

The 2020-21 winter has produced a below-average snowpack to date. As of March 1st, the Thaynes Canyon Snow Telemetry (SNOTEL) site reports snow-water equivalent snowpack of 12.7 inches, or 70% of the 30-year median of 18 inches at this time of year, using standard data from 1981-2010. This data is consistent with the Statewide snow-water equivalent report produced by the Natural Resource Conservation Service (NRCS), shown in Figure 1.

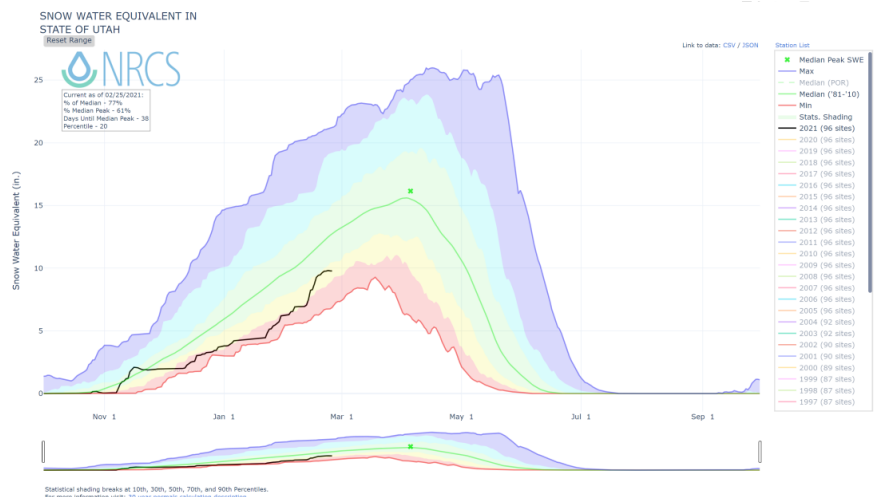


Figure 1 - Utah Current Snow-Water Equivalent

On a longer-term weather outlook, cooler temperatures and dry weather are expected across southern and western areas of the Great Basin in the coming months. The best chance of above normal precipitation will remain over the northern 1/3 of the Great Basin. La Niña is expected to continue to influence the weather pattern and keep wet/cool conditions mainly north across the Pacific Northwest, northern Rockies and Idaho/Wyoming and drier weather further south.

Supporting this data, the NRCS [annual outlook](#) published January 1, 2021, indicates a high probability of a drier summer and fall in terms of regional water supply.

As of March 1, the Great Basin Coordination Center (GBCC), which covers portions of Arizona, Nevada, Idaho, Utah, and Wyoming for the National Interagency Coordination Center (NICC), [predicts](#) drought conditions persisting or worsening throughout the State of Utah, and forecasts that Summit County will meet or exceed the threshold for 'Extreme Drought' conditions (second highest rating on a five-point drought scale, from 'Abnormally Dry' to 'Exceptional Drought').

However, periods of colder weather, stronger winds and precipitation are expected to impact much of the Great Basin at least through March and possibly into April, which will continue to improve precipitation and snowfall totals, especially over the northern half to two-thirds of the Great Basin. These colder storms, bringing snow to the valleys, may also help further compact any remaining carryover fine fuels.

Fuel loading is expected to be lower going into this fire season with the fine fuel compaction over the northern half of the Great Basin thus far.

All told, the data indicate that absent substantial continued precipitation between now and this summer, conditions are likely to pose a high risk of wildfire throughout Summit County and surrounding areas.

Projects Completed or in Work

Community Wildfire Preparedness Plan (CWPP): Park City's CWPP was completed in 2013. An extensive update to the plan commenced in August 2020 and continues, with an estimated completion mid-to late-spring, or prior to the 2021 wildfire season. This plan describes the wildfire threat to the City and surrounding areas. It adopts recommendations for threat mitigation to lessen the risk or impacts of a catastrophic fire in our area. It involves the work of multiple community stakeholders, including Summit County Fire Warden; Snyderville Basin Recreation District; Park City Visitors Bureau/Chamber of Commerce; Historic Park City Alliance; U.S. Forest Service; Utah Department of Natural Resources/Forestry, Fire & State Lands; Summit County Emergency Management; Dominion Energy; Rocky Mountain Power; Mountain Regional Water; Park City Fire District; Park City Mountain Resort (Vail); Deer Valley Resort, and others. City departments include: Executive; City Attorney's Office; Chief Fire Code Official; Community Engagement; Open Space, Trails, Real Estate; Public Utilities / Water; Planning; Police; Recreation; and Emergency Management.

Evacuation Plan: A key component to the CWPP is the creation of a draft evacuation plan for the City, which was completed with the help of a CWPP sub-committee which met nearly every two weeks from the end of November 2020 through late February 2021. External agency committee members included Utah Department of Transportation, Utah Highway Patrol, Summit County Sheriff's Office, Summit County Search and Rescue, Summit County Emergency Management, Park City Fire District, Public Safety Dispatch, Deer Valley Resort, Park City Mountain Resort (Vail), and others. City departments represented included Police, Transportation Planning, Transit, Recreation, Chief Fire Code Official, Building, Community Engagement, and Emergency Management. This plan is scheduled to be exercised via a tabletop exercise (TTX) in April and finalized after that, incorporating any lessons learned from the TTX. A full-scale exercise (FEX) of the plan, with community involvement, is envisioned for fall 2021. The finalized evacuation plan - designed to be scalable, flexible, and adaptable - is intended to be adopted as part of the City's Comprehensive Emergency Management Plan.

Update to the City's Municipal Code and Land Management Code: In 2020, Park City's Planning Department proposed revisions to the Municipal Code, including the adoption of the 2006 Utah Wildland Urban Interface Code, as amended; implementing Wildland Urban Interface standards; and adding Firewise designations to the Title 14-1-5 plant list; revisions to the Land Management Code defining Defensible Space and Firewise Landscapes/Landscaping; and implementing Wildland Urban Interface standards for the Sensitive Lands Overlay, Annexations, and Master Planned Developments. Council unanimously passed Ordinance 2020-35 on [July 9, 2020](#).

Park City Fire District (PCFD) Chipping Program: PCFD operates a seasonal chipping program available at no cost to residents. The program allows homeowners to create defensible space on their property, as well as maintain vegetation within Firewise-recommended parameters. Due to increasing popularity, PCFD is seeking to double its crew capacity for 2021 and add equipment through funding from a FEMA pre-disaster mitigation grant. More information on the PCFD chipping program can be found [here](#).

Trails and Open Space Defensible Space Work: Trails and Open Space conducts annual



Figure 2 - Firewise Landscaping

defensible space work on City-owned properties. Prioritization of this work is based on the Department of Natural Resources wildfire priority map and discussions with the CWPP committee. Services are primarily provided on open space properties adjacent to residential areas. The City provides services on City-owned property within Zone 2 or 100 feet from a residence or structure (see Figure 2). Thus, work areas and the type of work vary depending on the amount of City-owned property within the zone AND the amount and type of vegetation. Based on a 100' wide residential lot, the City provides about 4050 sq/ft or .10 acre of services per residence.

The current budget is \$20,000. As part of the FY 22 budget process, the department is requesting \$60,000 for the program, which would raise the current level of service from 1.33 acres to over 4 acres. Additionally, Trails and Open Space prepared a Forestry RFP for the Treasure Hill open space to secure forestry services specific to defensible space clearing on Treasure Hill. Work is projected to take place in the fall of 2021.

Firewise/Fire-Adapted Community Certification: Work on this nationally-recognized certification is currently on hold after the departure of the previous City Fire Marshal, but certification remains a priority, and will carry long-lasting benefits for the community at large. This certification would be an important demonstration of the City's dedication towards preventing catastrophic wildfire in the area, which remains the most likely and potentially most dangerous physical and economic natural hazard faced by the community.

Council Agenda Item Report

Meeting Date: March 18, 2021

Submitted by: Sarah Pearce

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

Transportation Operations Update - Spring 2021

Suggested Action:

Staff communication

Attachments:

[Spring 2021 Transportation Operations Update Staff Report](#)

[Exhibit A: Spring 2021 Transit Service Map](#)

[Exhibit B: Spring 2021 Paid Parking Plan](#)



City Council Staff Communication

Subject: Spring 2021 Transportation Operations Update
Author: Kim Fjeldsted, Jenny Diersen, Johnny Wasden, Sarah Pearce
Department: Transportation, Economic Development, Parking Services
Date: March 18, 2021
Type of Item: Informational

Summary

In preparation for this spring under easing COVID-19 conditions, staff is working on various interconnected transportation programs to support the community and businesses, including transit service, the Drop, Load, and Staging Zones (DLS), COVID curbside spaces, and paid parking.

Stakeholder Support

Based on stakeholder feedback, our winter transportation operations and programs worked well overall. A considerable amount of organization and coordination goes into monitoring the day-to-day traffic and congestion and transit system. Monthly team meetings with various stakeholders and email and social media outreach to the public provide real-time feedback and the ability to make quick adjustments in the field. The plans outlined in this report have been created in partnership with stakeholders, including HPCA, Lodging Association, Ground Transportation companies, and DLS permit holders. Staff will continue to monitor our various programs and seek feedback throughout the spring and adapt as needed.

Spring Activation Timeline

- April 11 Spring Transit service begins
- April 12 Shoulder Season Parking Rates begin
- DLS program continues in its current form

Transit Spring Service

Park City Transit will begin spring service on April 11, 2021, to align with the end of the ski season and personnel schedules. Additional service will be provided to the resorts on April 11 to ensure adequate service for skiers and transit-dependent workers. Spring service will have the customary shoulder season reduction that reflects less visitation and lower lodging occupancy. The adjustments below are similar to past spring schedules. (Exhibit A: Spring Transit Service Map)

- The Lime route frequency will reduce from 15 minutes during peak times to 30 minutes and will run from 5:45 am – 11:45 pm.
- The Orange, Purple and early morning/late night Citywide service will end.
- The Red, Green, Pink, White and Black will remain the same with minor adjustments to time points.
- New this spring and based on demand, the Yellow route will stay in service to ensure 15-minute frequency in the Prospector Square and Bonanza Drive area.

PC Transit's Summer service will adjust based on the creation of Summit County's new transit district. Staff will return to Council in the coming weeks with an update on the FY22 service plan and budget.

PC Transit has a robust marketing outreach plan to alert residents and visitors to the changes including:

- Information updates on PC Transit webpage, social media, city newsletter, myStop alerts, text alerts, and stakeholder outreach
- Media outreach - PCTV, Cada Domingo, KPCW, Park Record, and Town Lift
- Continuing to emphasize health & safety measures currently in place

Drop, Load, Staging Zones (DLS) & Curbside COVID spaces:

The DLS program operated through the winter season with success and desired results; safer and efficient drop-off to support local businesses, alleviating traffic and congestion, and reducing Ground Transportation impacts on residential neighborhoods. Most of the stakeholder-feedback has been supportive with minor modifications to improve efficiency for users.

Item	Dec 2019 to March 2020	November 2020 to February 2021
DLS Permits to Date	409	172
Types of Permit Holders		
Lodging Companies	83 / 21%	99 / 58%
For Hire Taxi	158 / 38%	26 / 15%
TNC (Transportation Network Companies)	168 / 41%	47 / 27%

Based on feedback, staff recommends continuing the [DLS zones as currently configured](#) through the first week of June to create consistency and predictability for permit holders, merchants, and visitors. Staff requests more time to review modifications requested by stakeholders as we look forward to the summer season (June to October). Modifications may include a new zone south of 4th Street, a west side of Main Street zone dependent on desired traffic flow, and drop-off areas during events. Dining decks are anticipated in the upper zone and will come back to council as a separate item in April.

The one-year-only COVID-19 relief renewal permit cost of \$100 will continue as we head into the summer program. New permittees will pay the standard \$200 fee for the annual permit. For those Ground Transportation companies who do not wish to purchase a DLS permit, free drop and load areas are available on Swede Alley, Brew Pub Parking Lot, and 9th Street.

Staff worked closely with HPCA to consider additional curbside pick-up locations to support businesses and customers during COVID-19. For the winter season, the HPCA Winter Planning Committee agreed that the current 15-minute parking areas around Main Street, coupled with 1-hour free parking in China Bridge, were efficient for this need. In early March, the committee requested adding two COVID relief/pilot 15-minute parking areas - one at Kuhl/333 Main and one behind Main Street Pizza Noodle/Riverhorse on Swede Alley. In coordination with HPCA, staff will continue to monitor these spaces.

Paid Parking

The [Downtown Parking Management Program](#) goals are to incentivize transit ridership, reduce traffic congestion, and efficiently allocate parking spot turnover to benefit commercial areas' health and vibrancy, and respect residential neighborhood quality of life. Paid parking was reinstated on December 19, 2020, and the data collected indicates a return to normal usage of parking facilities.

- Main Street and surrounding surface lots reach 85% capacity or higher every weekend and average 70% on weekdays before 4 pm.

- China Bridge Parking Garage is averaging 50% capacity during the weekday and 75% capacity on the weekend, with most nights filling above 85% capacity.
- Revenues are near pre-COVID levels in all surface lots, even with reduced China Bridge parking garage rates.

Paid parking rates fluctuate seasonally based upon demand. With the ski resorts scheduled to close on April 11, shoulder season rates will apply to Old Town parking lots April 12 – early June, as outlined in Exhibit B – Spring 2021 Paid Parking Plan.

Conclusion

Old Town transportation programs are an integrated system that requires ongoing adjustments and constant oversight to maintain an appropriate balance. Staff plans to continue to track data and check-in with stakeholders monthly to hear feedback and make appropriate adjustments.

Staff will return to council with a summer transportation update, including adjusted transit service, e-bike, bike share, bike rack programs, and any further changes to the DLS program.

Exhibits

Exhibit A – Spring 2021 Transit Service Map

Exhibit B – Spring 2021 Paid Parking Plan

Park City Transit System Map (Spring 2021)

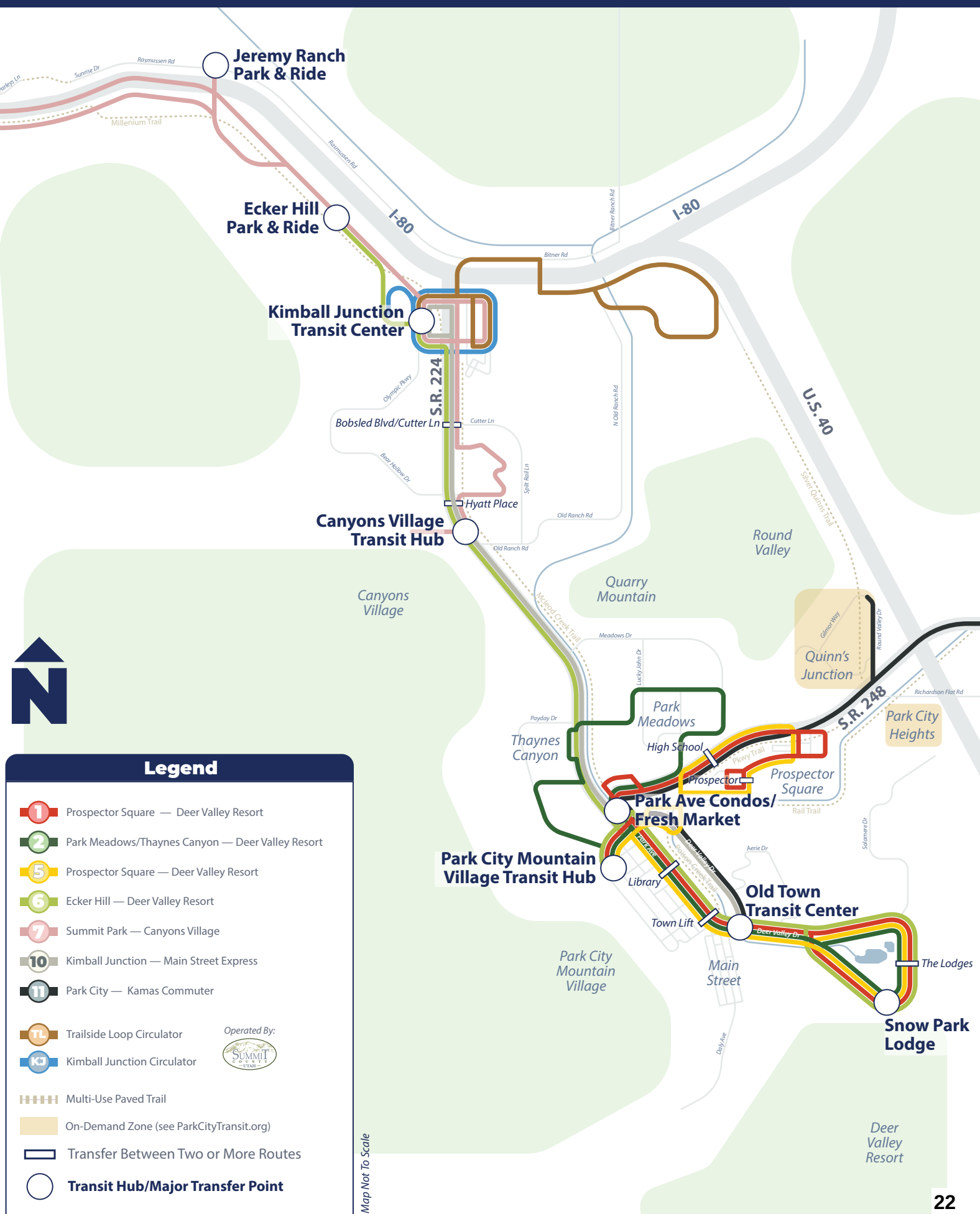


Exhibit B - Spring 2021 Paid Parking Plan

Spring 2021 Parking Rates by Location		
Location	Rules	Off-Peak Season
Main Street	Time Limit	3 hours max
	11am-5pm	\$1 per hour
	5pm-12am	\$1 per hour
Brew Pub	Time Limit	3 hours max
	11am-5pm	\$1 per hour
	5pm-12am	\$1 per hour
China Bridge <i>1st hour of your parking transaction is FREE</i>	Time Limit	No max
	12am-5pm	FREE
	5pm-12am	\$1 per hour
Swede Alley	Time Limit	4 hours max
	12am-5pm	FREE
	5pm-12am	\$1 per hour
Bob Wells Plaza	Time Limit	4 hours max
	12am-5pm	FREE
	5pm-12am	\$1 per hour
Flag Pole	Time Limit	4 hours max
	12am-5pm	FREE
	5pm-12am	\$1 per hour
Galleria	Time Limit	1 hour max
	12am-5pm	FREE
	5pm-12am	\$1 per hour
North Marsac	Time Limit	24 hours max
	12am-5pm	FREE
	5pm-12am	FREE
Upper & Lower Sandridge	Time Limit	24 hours max
	12am-5pm	FREE
	5pm-12am	FREE

Council Agenda Item Report

Meeting Date: March 18, 2021

Submitted by: Heinrich Deters

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Request to Authorize the City Manager to Enter into a Five-Year Agricultural Lease with Bill White Farms, LLC, for Agricultural Services on the City-Owned McPolin and Peterson Open Space Parcels, in a Form Approved by the City Attorney

Suggested Action:

Attachments:

[McPolin and Peterson Agricultural Lease Award Staff Report](#)

[Exhibit A: McPolin & Peterson DRAFT Lease](#)

City Council Staff Report

Subject: Award of Agricultural Lease- McPolin & Peterson Parcels

Author: Heinrich Deters

Department: Sustainability

Date: March 18, 2021

Type of Item: Consent- Award of Contract

Recommendation

Authorize the City Manager to enter into a three-year agricultural lease with Bill White Farms LLC for agricultural services on the city-owned McPolin and Peterson open space parcels, in a form approved by the City Attorney. (Exhibit A- Draft Lease)

Background

- In 1990, the City purchased the McPolin Farmlands and structures, referred to in the attached Lease Agreement as the 'McPolin Parcel'.
- In 1992, the City acquired the Peterson Parcels as part of the Willow Ranch Development in Park Meadows.
- In 2005, City Council granted a Conservation Easement on the McPolin Farmlands in favor of the Summit Land Conservancy.
- In 2013, City Council approved an agricultural lease with Frank Richards, which formalized the grazing and cultivation of hay which Mr. Richards had been performing annually for more than a decade.
- In 2019, the City's Sustainability Department, Summit Land Conservancy, Frank Richards, and Bill White Farms initiated a pilot project focused on sustainable agricultural and grazing practices. The project included monitoring and documentation of soil conditions, waterways, and grazing on the McPolin parcel.
- In 2020, Frank Richards notified the City that he was not interested in extending his agricultural lease on the McPolin and Peterson properties.
- In February, 2020, the City advertised a Request for Proposals (RFP) for Agricultural Services on the McPolin and Peterson parcels.

Analysis

The RFP sought services consistent with the City's open space's historical uses and with the Council's goals of preserving and enriching Park City's heritage, diversity, and environment, specific to the rural and small-town character. The RFP also requested proposals that would further the Environmental Sustainability Department's goals associated with regenerative agriculture and carbon sequestration.

The RFP was advertised on February 13 and 17 in the Park Record. Additionally, the RFP was posted on the City's website and utahlegals.com. Bill White Farms was the only respondent and was deemed qualified by the selection committee. Bill White Farms has played a vital role in the recent McPolin and Peterson parcels sustainable agriculture pilot project.

The proposed Lease Agreement provides for the documented use, restrictions, monitoring, and termination if required. The term is five years with possible annual renewal. The lease also contains a termination clause for any reason, with a 14-day notice.

The Plan and Partnership

As initially advertised in a [2018 Park Record Article](#), the lease provides City staff the opportunity to further environmental goals associated with agriculture and open space by creating a partnership between the lessee and Summit Land Conservancy.

The project anticipates the development of annual plans, encompassing specific goals, action items, and review with the following roles:

- Bill White Farms will provide labor and technical resources to implement the plan.
- Summit Land Conservancy will provide monitoring and grant funds.
- The City will provide oversight, infrastructure funding, education, and grant funding associated with programming.

Recommendation

Authorize the City Manager to enter into a three-year agricultural lease with Bill White Farms LLC for agricultural services on the city-owned McPolin and Peterson open space parcels, in a form approved by the City Attorney.

Funding

A significant aspect of this project, is furthering the environmental sustainability goals for the City, which will require city funding unlike previous grazing leases. With that in mind, the City, Summit Land Conservancy, and the Leasee are committed to submitting and acquiring related grants. It is anticipated that city funds, associated with matching dollars required for grants or direct funding for infrastructure or programming will not exceed \$15,000 annually.

Attachments

Exhibit A: DRAFT McPolin & Peterson Agricultural Lease

MCPOLIN & PETERSON AGRICULTURAL LEASE

THIS INDENTURE OF LEASE, made as of May ____, 2019, PARK CITY MUNICIPAL CORPORATION, hereinafter called the “Landlord”, and **Bill White Farms L.L.C.**, a Utah limited liability company, hereinafter called the “Tenant”.

1. Base Lease Terms:

a)	Premises	Approximately 110 acres (Exhibit A & B). County: Summit County State: Utah Parcel Numbers: PCA-103-C-X, PCA-18-B-X, PCA-19-B-X Property Name: McPolin and Peterson
b)	Term	Commencement Date: May 1, 2021, Expiration Date: December 31, 2026 Termination Period (Lease may be terminated at any time for any reason upon the following Notice): 14 days
c)	Rent	Annual Rental: Ten Dollars (\$10.00) Payment: Due Annually May 1st
d)	Landlord Address General Correspondence:	Park City Municipal Corporation 445 Marsac Avenue P.O. Box 1480 Park City, UT 84060 Attention: Heinrich Deters
e)	Property Manager	Heinrich Deters Park City Municipal Corporation 445 Marsac Avenue P.O. Box 1480 Park City, UT 84060
f)	Tenant Address	Bill White Farms, L.L.C. 5373 SR224 ParkCity,UT 84098
f)	Insurance	\$2,000,000 General Liability City named as additionally insured

2. Leased Premises. In Consideration of the rents and covenants hereinafter reserved, Landlord does hereby rent and lease to Tenant, and the Tenant hereby leases from Landlord the land composed of the approximate acreage located in the County and State (the “State”) set forth in the Base Lease Terms.

3. Term. The term of this Lease shall be for a period set forth in the Base Lease Terms. The terms “Commencement Date” and “Expiration Date” shall mean the dates set forth in the Base Lease Terms.

4. Rent. Tenant shall pay Ten Dollars (\$10.00) annually to Landlord on or before May 1st of each lease year.

5. Termination. Landlord may terminate this Lease as to all or any part of the property upon giving Tenant fourteen (14) days advance written notice as set forth in the Base Lease Terms.

(a) Renewal. Lease is eligible for renewal subject to approval by the Park City City Council and Attorney.

6. Insolvency. If the Tenant shall at any time during the term of this Lease be or become insolvent, or be adjudged bankrupt, or make an assignment for the benefit of creditors, or if any sheriff, marshal, constable, or other officer takes possession of the leased premises under process of any court and such process is not stayed, quashed or bonded within thirty (30) days after the date of such seizure, then and in each of such cases it shall and may be lawful for the Landlord at its election to enter into and upon the leased premises or property, or any part thereof, or the whole thereof, and to have, hold, possess, and enjoy the same, as of the Landlord’s former estate, discharged from these presents, and this Lease shall thereupon be terminated. Notwithstanding the foregoing rights of Landlord, Landlord shall comply with all legal requirements in exercising those rights.

7. Report. Tenant shall provide timely periodic reports as requested by Property Manager. Property Manager may require verification of amounts with invoices, storage or sales receipts, etc.

8. Payment of Taxes. As government entities, Landlord has no real estate taxes due and owing on said leased premises. Tenant shall take no action causing Landlord to incur any additional tax liability. Tenant shall pay all taxes due on its personal property used or kept on the premises, and Tenant shall pay any taxes imposed by the governmental authority on rental payments or on the leasehold separate from ad valorem taxes of the real estate.

9. Use of Leased Premises. Tenant shall use the leased premises for the purpose of grazing and sustainable agricultural operations as represented by annual an work plan, which shall be reviewed and approved by the Property Manager, and for no other purposes without the prior written consent of Property Manager or his designee. Without enlarging or modifying the permitted use as set forth herein, Tenant shall not commit, suffer, nor allow any of the following to be done or conditions to exist on the premises, without the prior written consent of Property Manager,

which may be granted or withheld in Landlords' sole discretion: (i) any public or private nuisance; (ii) any business, trade or activity which, in Landlords' sole opinion, is noxious, unreasonably noisy or offensive; (iii) any action that defaces, damages or harms the premises; (iv) the installation, maintenance, or use of any underground storage tank and/or any above-ground, leak-proof containers; (v) the entering into of any contract, including but not limited to any contract between Tenant and any vendor, processor, packager or canner, without specifically subordinating the contract to Landlords' interest in the Lease, notifying Landlord of the contract, and providing Landlord with a copy of the fully-executed contract, (vi) any conduct or condition which, in Landlord's sole opinion, is illegal, obscene, or morally offensive but not otherwise expressly mentioned above.

10. Ranching Practices. In addition to the agreements covered by the above sections of this Lease, Tenant further agrees:

- (a) To apply the principles of good husbandry at all times for the operations.
- (b) To notify and collaborate on keeping the fences on the leased premises in as good repair and condition as they are at the commencement of the Lease, or in as good repair and condition as they may be put by Landlord during the term of the Lease, whichever is better, ordinary wear, loss by fire, or unavoidable destruction excepted.
- (c) To prevent all unnecessary waste, or loss, or damage to the property of Landlord, and to abate dust upon the property as required or encouraged by governmental authority having jurisdiction of the property.
- (d) To keep the premises neat and orderly.
- (e) Not to allow noxious weeds to go to seed on the leased premises, but to destroy them, and to keep trimmed the weeds and grasses on the roads adjoining the leased premises.
- (f) Not to perform any unauthorized work on water courses or ditches, or undertake any other operation that will injure the leased premises.
- (g) Not to disturb or plow land without the consent of Property Manager.
- (h) Not to house automobiles, motor trucks, or tractors in the barns or to have inoperable vehicles on the leased premises without the written permission of Property Manager.
- (i) To dispose of or use any hazardous materials in accordance with Section 25 of this Lease.

(j) Not to over-graze the area in which vegetation is completely removed and bare soil exposed.

(k) Not to confine livestock in a manner defined by the Environmental Protection Agency as an Animal Feeding Operation (AFO) or Confined Animal Feeding Operation (CAFO).

Landlord reserves the right to enter upon the leased premises at any reasonable time for the purpose of viewing them or making repairs or improvements on or to the demised premises, provided that such entry and activity shall not interfere with the occupancy of Tenant.

11. Government Conservation Programs. Tenant covenants and agrees to cooperate in the operation of all government conservation and other programs pursuant to all applicable laws, rules, and regulations.

12. Encumbrance of Title. Nothing herein contained shall authorize the Tenant to do any act or make any contract so as to encumber or affect in any manner the title or rights of the Landlord in the said leased premises, it being understood that all repairs and alteration permitted to be made by the Tenant upon or in the leased premises shall be paid for by the Tenant in cash or its equivalent, and it is especially agreed, notice hereby given to that effect, that no contract, transfer, assignment, mortgage, judgment, mechanic's or other lien arising out of the transactions of the Tenant shall in any manner affect the title of the Landlord in said leased premises or take precedence to any of the rights or interest of the Landlord herein.

13. Acceptance of Leased Premises. Tenant has examined the leased premises and shall be deemed to have accepted said leased premises in its then condition at the commencement of the term of this Lease. Tenant leases the premises in "as is" condition, with all faults, including environmental contamination, and not based upon any representations by Landlord as to the condition of the premises or as to the suitability of the premises for the purposes to which Tenant desires to put the property.

14. Expenses-Laws and Regulations. Tenant shall pay all operating expenses with respect to the leased premises and shall comply with all federal, state and municipal laws, rules, regulations, and ordinances with regard to the use and condition of the leased premises.

15. Insurance.

(a) Bill White Farms, L.L.C. shall procure and maintain for the duration of this Lease, General Liability insurance written on an occurrence basis with limits no less than \$2,000,000 per occurrence for personal injury, bodily injury and property damage which may arise from or in connection with the usage hereunder by Bill White Farms L.L.C., its agents, representatives, employees, volunteers or subcontractors.

(b) The city shall be named as an additional insured on the insurance policies, with respect to usage by or on behalf of Bill White Farms, L.L.C. and a copy of the endorsement naming the city as an additional insured shall be attached to the certificate of insurance. The

certificate of insurance shall warrant that the City shall receive thirty (30) days advance notice of cancellation. The city reserves the right to request certified copies of any required policies

(c) Bill White Farms, L.L.C.'s insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(d) Tenant assumes the risk for its use and for its operations upon the leased premises and shall be solely responsible for providing casualty insurance for Tenant's personal property on the leased premises which shall not be covered by any insurance carried by Landlord.

16. Indemnities.

(a) Tenant, during continuance of this Lease, covenants and agrees to indemnify and hold harmless the Landlord for, from, and against each and every loss, cost, damage, and expense, including reasonable attorney's fees and court costs arising out of any accident or other occurrence causing injury to or death of persons or damage to property due to the condition of the leased premises, or of the streets and roads in front of or adjacent thereto, or the use or neglect thereof by Tenant. Tenant further agrees to pay all reasonable expenses and attorney's fees incurred by Landlord in the event that Tenant shall default under the provisions of this paragraph. This indemnity shall specifically include claims or damage to the property of Landlord or others occasioned by livestock of Tenant.

(b) Tenant shall indemnify and hold the city and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the city arising out of, in connection with, or incident to the execution of this Lease and/or the Tenant's defective performance or failure to perform any aspect of this Lease; provided, however, that if such claims are caused by or result from the concurrent negligence of the city, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Tenant; and provided further, that nothing herein shall require the Tenant to hold harmless or defend the city, its agents, employees and/or officers from any claims arising from the sole negligence of the city, its agents, employees, and/or officers. The provisions of this section shall survive the expiration or termination of this Lease.

(c) No liability shall attach to the city by reason of entering into this Lease except as expressly provided herein.

17. Surrender. Tenant shall, upon the expiration of the Term or earlier termination of this Lease, peacefully surrender the premises to Landlord in substantially the same condition as it was received by Tenant, ordinary wear and tear for livestock operations excepted, and deliver to Landlord all keys associated with the premises. Tenant acknowledges the fixed nature of the term, and agrees that any personal property remaining on the premises after the expiration of the term or the earlier termination of the Lease shall, at the election of Landlord, become the property of Landlord and shall be deemed abandoned in accordance with the laws of the State.

Tenant hereby waives any and all right to compensation for any work performed by Tenant, including any rights arising under any laws and the doctrine of emblements. Landlord shall have the right to remove, store, sell, and dispose of personal property and retain any proceeds derived there from pursuant to any and all applicable laws.

18. Waiver. Any waiver of any default charges, or any failure of Landlord to enforce the provisions of this Lease upon any default by Tenant shall not be construed as creating a custom of deferring payment nor as modifying in any way the terms of this Lease, nor as a continuing waiver, nor as a waiver of Landlord's right to terminate the Lease as herein provided, nor otherwise to enforce the provisions hereof for any subsequent default.

19. Assigning and Subletting. Tenant shall not have the right to assign or sublet the whole or any portion of the leased premises without the written consent of Landlord, which Landlord may grant or withhold at its sole and absolute discretion. If Landlord consents to one assignment or sublease, that consent does not authorize a subsequent assignment or sublease, and Tenant, the assignee, or subtenant must again obtain Landlord's written consent, subject to all the provisions of this paragraph, which Landlord may grant or withhold at its sole and absolute discretion.

20. Inspection at All Reasonable Times. Landlord shall have the right to enter upon the leased premises for the purpose of inspection and for any other proper purpose. Landowner may request that stock be corralled to allow for unimpeded inspection or use of the premises.

21. Abandonment of Leased Premises. At the conclusion of this Lease or if Tenant shall abandon, vacate, or surrender said leased premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Tenant and left on the leased premises shall be deemed to be abandoned at the option of the Landlord.

22. Default.

(a) Failure of Tenant to perform any of its obligations hereunder shall constitute an ("Event of Default"). Upon the occurrence of an Event of Default, Landlord shall:

(i) If the Event of Default relates to any other obligation not deemed to be an emergency by Landlord, Landlord shall give Tenant a thirty (30) day written notice of default;

(ii) If the Event of Default is deemed by Landlord to be an emergency requiring immediate attention, Landlord shall give Tenant telephonic notice of default followed by written notice requiring immediate cure of the default.

(b) Upon expiration of the notice period provided above, if Tenant has not cured the Event of Default, Landlord may take any of the following actions, or any other actions allowed in law or equity:

(i) Cure the Event of Default at the expense of Tenant, in which case any

costs incurred by Landlord in curing the Event of Default shall be due and payable to Landlord within thirty (30) days after receipt of an invoice therefore;

(ii) Terminate this Lease by written notice of termination to Tenant. Absent such written notice of termination, no action by Landlord shall be deemed to be a termination of this Lease;

(iii) Proceed under the law of the State to re-enter and take possession of the leased premises, expelling Tenant therefrom and relet the leased premises without terminating the Lease, with Tenant to be liable for costs and expenses of reletting as well as any difference in rental through the remainder of the term of the Lease;

(iv) Bring an action for collection of damages caused by Tenant's breach of the Lease; or

(v) Any combination of the foregoing remedies and those provided in law or equity.

23. Attorney's Fees. If the Landlord shall commence any legal proceedings against Tenant for an Event of Default as provided above or for any other relief because of any default by Tenant and shall prevail therein, Tenant shall, in each and every such instance, pay to Landlord all expenses thereof, including reasonable attorney's fees and costs, including attorney's fees and costs on appeal or in any bankruptcy or similar action. If Tenant shall commence any legal proceedings against Landlord for relief because of any default by Landlord and shall prevail therein, Landlord shall in each and every instance pay to Tenant all expenses thereof, including reasonable attorney's fees and costs, including attorney's fees and costs on appeal or in any bankruptcy or similar action. The term "prevail" as used above shall mean to obtain substantially the relief sought.

24. Structures and Improvements. Tenant shall not erect or place upon the leased premises any structures, buildings or improvements, permanent or temporary, or alter the existing structures, if any, without the prior written consent of Property Manager. Upon termination of this Lease, all structures, buildings, improvements and alterations, erected, placed or made upon the leased premises shall, at the option of Landlord, remain and become the sole property of Landlord. Should Landlord elect not to exercise this option, Tenant shall remove all said structures, buildings, improvements and/or alterations from the leased premises prior to the expiration of the term of the Lease or within thirty (30) days after termination of the Lease if terminated prior to expiration of its term.

25. Hazardous Materials/Poisons.

(a) Tenant Covenant. Tenant covenants that Tenant and anyone acting by, through, or under Tenant, will not, through its acts or omissions, cause or permit any hazardous materials or any poisons, herbicides, pesticides, fertilizers, or other foreign chemicals or substances ("Poisons") to be placed, held, located, released or disposed of on, under, or at the Premises as permitted herein. The term "Hazardous Materials" shall mean any substance or material which is defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous waste", "acutely hazardous wastes," "restricted hazardous waste," "toxic substances", or "known to cause cancer or reproductive toxicity" (or words of similar import), petroleum products (including crude oil or any fraction thereof) or any other chemical, substance, or material which is prohibited, limited, or regulated under any federal, state or local law, ordinance, regulation, order, permit, license, decree, common law, or treaty now or hereafter in force regulating, relating to, or imposing liability or standards concerning materials or substances known or suspected to be toxic or hazardous to health and safety, the environment, or natural resources ("Environmental Law"). "Release" means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, presence, dumping, migrating on or from the premises or adjacent property, or disposing of Hazardous Materials into the environment.

(b) Use of Permitted Materials. Tenant may store upon the premises and use only those herbicides, pesticides, fertilizers or other foreign chemicals or substances that are approved by the United States Department of Agriculture and by the Department of Agriculture of the State in the minimal quantities required by Tenant's operations ("Permitted Materials"). Any and all such materials and substances shall be applied in strict compliance with instructions contained on

the label or furnished by the manufacturer thereof. Tenant shall keep appropriate records regarding the application of the Permitted Materials and provide copies of such records to Landlord upon Landlord's request. No experimental poisons or herbicides or sewage sludge or other byproduct of sewage shall be applied to the premises. No soil-applied sterilant or semi-sterilant shall be applied to any portion of the premises without the prior written consent of Landlord. Tenant shall not apply any organic material on the premises without the prior written consent of Landlord, which consent must be obtained prior to each application of organic material and which consent may be withheld in the sole discretion of Landlord. In the event the Landlord gives such consent, Tenant shall keep appropriate records regarding the application of any such organic material, and make those available to Landlord at its request. Landlord may require additional soil testing before any organic material application(s), in Landlord's sole discretion.

(c) Use of Gasoline and/or Diesel Fuel. Tenant shall not store gasoline and/or diesel fuel upon the Premises without prior written consent of Property Manager, which consent may be withheld in Property Manager's sole discretion. In the event of Property Manager consent, the gasoline and/or diesel fuel shall only be stored in above-ground leak-proof containers within a proper containment structure in accordance with all relevant laws and regulations. The transfer of any gasoline or diesel fuel to vehicles or machinery must be done in accordance with all relevant laws and regulations, and Tenant shall take prudent measures to prevent gasoline or diesel fuel from contacting any soil.

(d) Release of Hazardous Material/Poisons. In the event a Release of Hazardous Materials or Poisons (excluding the permitted quantity of Permitted Materials) or violation of any Environmental Laws, Tenant shall immediately notify Landlord of any such discovery. If the Hazardous Materials/Poisons have been released by Tenant or Tenant's agents (whether such release is discovered by Tenant or Landlord during the term of this Lease or following the termination of the Lease), Tenant shall, at its sole cost and expense, comply with all Environmental Law to remedy the situation, including, without limitation, promptly conducting a site assessment, taking immediate action required for containment of the release, and preparing and implementing a plan for the cleanup of the release. Tenant shall properly dispose of any Hazardous Materials and Permitted Materials permitted to be used and stored on the Premises by licensed haulers to licensed facilities in accordance with Environmental Law. Tenant shall sign all documentation and waste manifests required to facilitate such transportation and disposal, and Tenant shall at all times be deemed the transporter/generator of any such Hazardous Materials, contaminated soil, ground water or rinse water. Tenant shall provide copies of waste manifests, bills of lading or other related documentation upon request by Landlord. Tenant shall promptly provide Landlord with notice of any discovery of any Hazardous Materials located on the Premises, or any notices or correspondence related to the presence of Hazardous Materials or any claim made or threatened, concerning Hazardous Materials associated with the Premises or Tenant's operations thereon. Tenant's representations, warranties, indemnifications and obligations under this Section 25 shall survive the expiration or termination of this Lease.

26. Reservation Rights.

(a) General Reservation. Landlord reserves the right to use any and all roads, highways, ditches, canals, railways, pipelines, utility facilities, irrigation facilities, water retention basins, and storm/sewer facilities that may be located on the premises. Landlord also reserves and

retains all minerals, coal, carbons, hydrocarbons, oil, gas, chemical elements and compounds, whether in solid, liquid, or gaseous form, and all steam and other forms of thermal energy on, in, or under the premises land (collectively “Mineral Rights”), and the parties acknowledge and agree that the Mineral Rights are not included as part of the premises. Tenant acknowledges and agrees that this Lease is subject to the reservation of the Mineral Rights, and the Landlord and/or other owners or lessees of the Mineral Rights have the right to enter upon the premises to prospect for, drill for, produce, mine, extract, remove, inject and store such oil, gas and other minerals in, on, from and through the premises.

(b)Environmental Reservation. Landlord reserves the right to use any and all premises property as necessary, in Landlord’s sole discretion. Landlord also reserves the right to require Tenant to corral livestock as necessary, in Landlord’s sole discretion, to allow onsite work on the premises. Reserved rights may interfere with the occupancy of Tenant.

27. Entire Agreement-Modifications. This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding upon either party except to the extent incorporated in this Lease. Any modification of this Lease of additional obligation assumed by either party in connection with this Lease shall be binding only if evidenced in writing, signed by each party or an authorized representative of each party.

28. Identification Numbers. If Tenant is an individual or individuals, the Social Security Number(s) of Tenant are set forth in the Base Lease Terms. If Tenant is a corporation or other organization with a Federal Tax ID number, that number is set forth in the Base Lease Terms.

29. No Recourse. Notwithstanding anything herein to the contrary, Tenant agrees that any claim against Landlord shall be limited to the real property and improvements located within or on the premises. Tenant hereby waives its rights to make any claim or demand against any other provider or assets of Landlord unrelated to the premises.

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

LANDLORD:

PARK CITY MUNICIPAL CORPORATION, a Utah Municipal Corporation

By: _____

Matt Dias, City Manager

Approved as to form:

Thomas Daley, Deputy City Attorney

TENANT:

BILL WHITE FARMS, L.L.C., a Utah limited Liability Company

By: _____

Name Printed:

Title: _____

Exhibit A & B Lease Map



Council Agenda Item Report

Meeting Date: March 18, 2021

Submitted by: Christopher Phinney

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Request to Authorize the City Manager to Enter into a Second Addendum for the Professional Services Agreement with Park Silly Sunday Market (PSSM) for Event Planner Services as Related to the Fourth of July Celebration in a Form Approved by the City Attorney in an Amount Not to Exceed \$20,000.00

Suggested Action:

Attachments:

[Fourth of July Service Provider Staff Report](#)

[Exhibit A: Fourth of July Service Provider 3rd Addendum Draft](#)

[Exhibit B: PSSM Notice of Intent to Renew Contract for Fourth of July Planning Services](#)

City Council Staff Report

Subject: Extension of Professional Services Agreement for Fourth of July Event Planner Services
Author: Christopher Phinney
Department: Special Events
Date: March 18, 2021
Type of Item: Administrative - Consent

Summary Recommendation

Authorize the City Manager to sign the third addendum to the Professional Services Agreement (Exhibit A) with Park Silly Sunday Market (PSSM) for Fourth of July Celebration event planner services, in a form approved by the City Attorney, not to exceed \$20,000.

Executive Summary

In 2019, the City Council approved a [City Service Agreement](#) with PSSM to manage Fourth of July event planning services.

According to Section 2 (pg. 2), annually, both parties shall execute written notice to extend the contract by March 31, 2021. PSSM has provided written notice requesting to extend the contract (Exhibit B). City Council retains authority on this contract; the total value of \$60,000 over the three-year term exceeds administrative thresholds of the City Manager.

This is the third and final year of the contract. If PCMC desires future services, a new agreement would be required.

Background

The City's Economic Development Department accepted the role of producing and planning the Fourth of July Celebration in 2016 after the Park City Chamber Ambassadors dissolved. Since then, the City has consolidated the diverse, day-long programs together under one event planner resulting in a more coordinated, efficient and cohesive event. The Special Events Department retains regulatory authority over the permit.

Analysis

The Fourth of July Celebration is a significant community and cultural event in Park City. The Governor's Health Order expires on May 22, 2021, and will likely be preempted by recently passed legislation. We anticipate current guidelines limiting gatherings may be relaxed or allowed under additional conditions and protections. Looking to summer, we need ample time to develop event operation plans to meet COVID-19 guidelines,

including scaled event plans that allow reduced scale/scope if necessary. Staff is working towards May 2021 to understand if we can safely move forward with the City's Fourth of July. According to [Section 16A](#) (pg. 9), either party may terminate the agreement within 30 days before the event. Currently, according to the Utah League of Cities and Towns survey, many jurisdictions are moving forward with planning fireworks displays and scaled-back events this summer.

Funding

This service contract is funded by a Restaurant Tax Grant to help cover the costs of the event planner. Historically, the City has received allocations that have been between \$10,000 and \$20,000. In case the grant does not get funded this year, the project can be funded from existing funds within the current Economic Development budget that was proactively set aside.

Attachments

- Exhibit A: Third Addendum City Services Agreement & Scope DRAFT
- Exhibit B: PSSM Notice of Intent to Renew Contract for Fourth of July Planning Services

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

This THIRD 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 PARK SILLY SUNDAY MARKET, THE, a Utah corporation, (“Service Provider”), to amend the Park City Municipal Corporation Service Provider/Professional Services Agreement signed and executed by the parties on May 23, 2019.

WITNESSETH:

WHEREAS, the parties entered into a Park City Municipal Corporation Service Provider/Professional Services Agreement on May 23, 2019 (hereinafter the “Original Agreement”);

WHEREAS, the parties entered into a First Addendum on March 11, 2020 to retroactively extend the termination date of the Original Agreement to March 31, 2020 (hereinafter “First Addendum”);

WHEREAS, the parties entered a Second Addendum on March 30, 2020, to retroactively extend the termination date of the Original Agreement to March 31, 2021 and revise the Insurance requirements of Section 8 of the Original Agreement.

WHEREAS, part of the scope of services is for Service Provider to provide event planning services for the Fourth of July celebration;

WHEREAS, the term of the Original Agreement, First Addendum and Second Addendum is due to end March 31, 2021;

WHEREAS, the project is still ongoing; and

WHEREAS, both parties desire to execute written notice of consent to renew the final year of the Original Agreement, First Addendum and Second addendum for one (1) year by March 1, 2021 for services for the Fourth of July Celebration

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

1. AMENDMENTS:

- a. **EXTENSION OF TERM.** The term of the Original Agreement shall be extended to a termination date of July 31, 2021.

b. **Scope of Services.** Scope of Services is hereby amended and revised and will be referenced and attached to this addendum as Attachment A.

2. **OTHER TERMS.**

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

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

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

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

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

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

MATT DIAS, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

SERVICE PROVIDER:

Park Silly Market, THE, a Utah Corporation

P.O. Box 684229

Park City, Ut. 84068

Tax ID#: 122289-88-002-STC

PC Business License #:_B-013196

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__, before me, the undersigned notary, personally appeared _____, personally known to me/proved to me through identification documents allowed by law, to be the person whose name is signed on the preceding or attached document, and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (title) for _____, a _____.

 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: _____

DRAFT

EXHIBIT “A”

SCOPE OF SERVICES

The Fourth of July Event Planner Scope of Service includes providing the following tasks:

COVID-19 Protocols and Operational Planning - Under the supervision of the Special Events Department, the Event Planner is responsible for coordinating COVID-19 Protocols and Operational Planning, including, but not limited to:

- Develop COVID-19 Protocols;
- Fill out all COVID-19 related forms;
- Attend all COVID-19 related meetings with Summit County Health Department, the State of Utah and Park City Municipal;
- Coordinate and Train all COVID-19 protocols with all Vendors;
- Coordinate and Train all COVID-19 protocols with all Volunteers;
- COVID- 19 Signage

Vendor Coordination – Under the supervision of the Special Events Department, the Event Planner is responsible for coordinating vendors for City Park activities, including, but not limited to:

- Soliciting Event Sponsors;
- Vendor Coordination Meetings;
- Mandatory Vendor Final Pre-Event Meeting;
- Coordination of all Activity Providers – Rugby, 5K Run, Parade, Volleyball, Breakfast, BBQ, Kids & Family Games, Fireworks etc...
- Securing Entertainment for Park and Parade;
- First Aid/Lost and Found, Park Access/Security;
- Public Services such as temporary trash, recycling, and restrooms, in coordination with environmental sustainability standards, as well as other utility, power and stage/temporary material or structure set up;
- Residential and Parking Mitigation in coordination with Transportation Planning; and
- Park Activity Volunteer Coordination.

Parade & Participant Coordination – Under the supervision of the Special Events Department, the Event Planner is responsible for coordinating the 4th of July Parade, including, but not limited to:

- Mandatory Parade Participant Pre-Event Meeting;
- Managing parade application entries;
- Securing parade entertainment (including musical entertainment & flyover);
- Participating in the parade selection/coordination committee;
- Organizing parade entrant line up (order of parade applicants);
- Coordination of Parade volunteers;
- Coordinating with other activities or events that may be political in nature (first amendment activities);
- Coordinating with other activities or events that may be permitted within City or County jurisdictions to ensure the best possible outcome for transportation planning;

- Managing parade course including coordination of emcee/public relations, street closures, drop off, pick up, and parking, in coordination with transportation planning and community engagement; and
- Participating in parade safety and security planning.

Fireworks & Evening Event Coordination – Under the supervision of the Special Events Department, the Event Planner is responsible for coordinating the 4th of July fireworks and evening events, including but not limited to:

- Coordinating with other activities or events that may be permitted within City or County jurisdictions to ensure the best possible outcome for transportation planning;
- Coordinating the event with transportation planning – both for traffic ingress and egress, bus, bike, and walk promotions, transit and taxi/rideshare coordination; and
- Afternoon/ evening activities and firework coordination at Park City Mountain Resort Base.

Volunteer Coordination - Under the supervision of the Special Events Department, the Event Planner is responsible for coordinating the 4th of July volunteers, including, but not limited to:

- PR and outreach for volunteers;
- Mandatory Volunteer Pre-Event/Appreciation Meeting;
- City Park Vendor Activities;
- Parade Course and Participants;
- Post Event Clean Up; and
- PR and outreach.

An anticipated schedule of work requirements for the Event Planner is outlined below.

Weekly Schedule	Hours of Work Expected	Days of the week Work Expected	Expected Work Requirements
Week of April 5	5	Regular Work Week and Business Hours	Introductory Meetings, COVID - 19 Protocol development, event details and review and Fee Reduction Due May 1
Week of April 19	5	Regular Work Week and Business Hours	COVID-19 Protocol and event operations review.
Week of May 3	10	Regular Work Week and Business Hours	Coordination Meetings, Final DRAFT Review of parade, volunteer and vendor applications
Week of May 10	10	Regular Work Week and Business Hours	Coordination Meetings, Release Parade Float & Volunteer Application
Week of May 17	10	Regular Work Week and Business Hours	Final Fee Reduction Announced, Coordination Meetings, Draft site plans, Draft 4th of July Transportation & Communications Plans Due
Week of May 24	10	Regular Work Week and Business Hours	Finalize all City Park Vendors
Week of May 31	10	Regular Work Week and Business Hours	Final DRAFT Site Plans, Parade Applications Due, Final DRAFT Transportation and Communication Plans Due
Week of June 7	20	Regular Work Week and Business Hours	Late Parade Applications Due, Finalize Volunteer Positions, FINAL Transportation and Communications Plans Due
Week of June 14	20	Regular Work Week as well as possible work on weekend and outside of normal business hours	Finalize COVID-19 signage placement, parade line up, vendor and volunteer logistics, coordination meetings, ongoing city park and volunteer and event coordination, Transportation & Communications DRAFT Docx
Week of June 21	25	Regular Work Week as well as possible work on weekend and outside of normal business hours	Finalize all COVID -19, parade, and city park operations and logistics. This includes separate volunteer, parade and vendor information meetings. Full execution of Communications and
Week of June 28	40	Regular Work Week as well as possible work on weekend and outside of normal business hours	Event execution Wednesday through Sunday, Fourth of July requires up to 15 hours of work; this week includes event set up, execution and clean up. A Majority of the work is done outside of meetings and requires physical labor.
Week of July 5	20	Regular Work Week and Business Hours	Summary and debrief meetings
Week of July 12	10	Regular Work Week and Business Hours	Summary and debrief meetings
Week of July 19	5	Regular Work Week and Business Hours	Final debrief meetings
Week of July 26	5	Regular Work Week and Business Hours	Final wrap of event

Additionally:

- Applicants must meet all Park City Municipal insurance requirements.
- Application must meet all Federal and State employer requirements.
- Applicants must include all expected equipment costs to perform the work in bid.
- Applicants must include what type of training hired employees receive, as well as a summary of training given to applicant's employees.
- Applicants must include all costs for personnel hourly rates.
- Applicants must include overtime rates and miscellaneous costs in bid.
- Applicants must include all costs and explanations of costs of any management or administrative fees.
- Applicant must include a statement of experience providing these services including the size of other events.
- A 2-hour mandatory pre-event meeting and training is required for volunteers, parade participants, and vendors and is required as part of the scope with PCMC staff, as included in scope above.



Park City Municipal
445 Marsac Avenue
Park City, UT 84060

To the Special Events Department, March 10, 2021

According to the Special Service Agreement for Fourth of July Event Planning Services as amended on March 11, 2020, please consider this letter as written notice required by March 31 that PSSM would like to extend the agreement for one-year to provide Event Planning Services for the 2021 Fourth of July Celebration in Park City.

Please let us know best next steps for moving forward and extending this contract for this year.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kate", is placed above the printed name.

Kate McChesney
Executive Director
Park Silly Sunday Market
(435) 714.4036

Park Silly Sunday Market
PO Box 684229
Park City, UT 84068
The Park Silly Sunday Market is a non-profit 501(3)c.

Council Agenda Item Report

Meeting Date: March 18, 2021

Submitted by: Heinrich Deters

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Request to Approve Rent Abatement for Tenants of City-Owned Properties through June, 2021 in the Amount of \$12,122.00

Suggested Action:

Attachments:

[City Facilities Rent Abatement Staff Report](#)

City Council Staff Report

Subject: Rent Abatement at City Owned Facilities
Author: Heinrich Deters
Department: Sustainability
Date: March 18, 2021
Type of Item: Consent Agenda

Recommendation

Approve rent abatement for tenants of city-owned properties through June 2021 in the amount of twelve thousand, one hundred, and twenty-two dollars (\$12,122).

Background

In coordination with Summit County, PCMC declared a Public Health Emergency on March 12, 2020, in response to the COVID-19 Pandemic. To address the negative impacts on individuals, the community, and the local economy, PCMC instituted a multi-tiered relief and recovery response including but not limited to; direct financial assistance to non-profits, business relief efforts, rent abatement, and reduced regulatory enforcement and fees.

Park City Municipal Corporation operates two tenant spaces at the City Library. These tenants are not-for-profit entities. As part of the City's response to the COVID-19 crisis, City Council approved full and partial rent abatement for numerous tenants to relieve some of the unavoidable local economic impacts. City Council has approved full and partial rent abatement ([September 22 report](#)) for tenants located in the Arts & Culture District and Library Facility for the past six months (April 2020 to March 2021), totaling approximately \$173,000.

Analysis

Park City has Property Leases with two not for profit tenants at the Library Facility, including:

[Park City Film Series](#) (\$1,997 per month/ \$5,991 for 3 months). While this organization has made significant COVID 19 protocols, including private screenings, operations remain significantly impacted, placing a financial burden on their operations; and

[Park City Cooperative Preschool](#), (\$2,043 per month/ \$6,130.23 for 3 months). The organization's class size has been restricted to 10 students, placing a financial burden on their operations.

As detailed above, staff has determined that the virus and related regulations have significantly if not wholly reduced participation and programming and is recommended full abatement through June.

Staff will continue to follow the guidance provided by the Summit County Health Department regarding return to "normalcy". The anticipation of improvements in health

trends and gradual re-opening of the economy (declining cases, further roll-out of vaccinations, etc.) aligns with the hope that the tenants can return to expected participation and operations where future abatement is not required.

Funding

Rents associated with the third-party lease spaces separate from the Library are General Fund revenues. Therefore, rent abatements do not adversely impact Library finances.

Council Agenda Item Report

Meeting Date: March 18, 2021

Submitted by: Heinrich Deters

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 D.R.D. Paving L.L.C. for the Construction of the Lot G & F Stairs and Pathway Improvements in an Amount Not to Exceed \$117,852.21

Suggested Action:

Attachments:

[Lot G and F Walkability Improvements Award Staff Report](#)

[Exhibit A: Scope and Design - Lot G and F](#)

City Council Staff Report



Subject: Lot G & F Stair & Pathway Construction
Author: Heinrich Deters
Department: Sustainability
Date: March 18, 2021
Type of Item: Administrative – Award of Contract

Recommendation

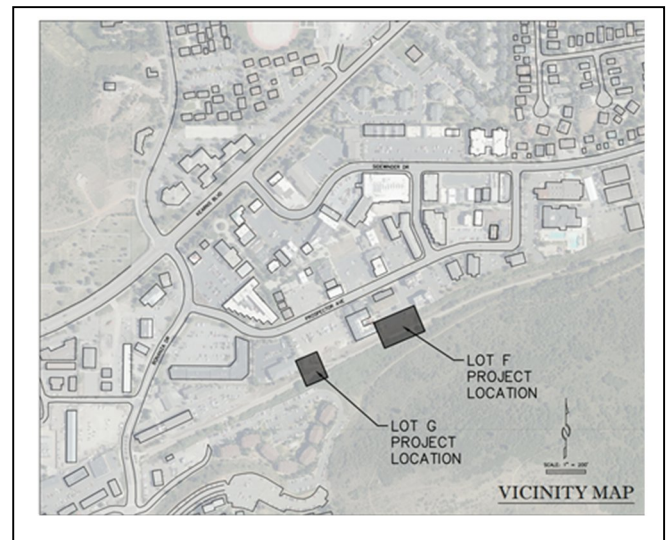
Authorize the City Manager to execute the Construction Agreement in a form approved by the City Attorney's Office with D.R.D. Paving L.L.C., to construct the Lot G & F Stairs and Pathway Improvements not to exceed \$117,852.21.

Background

The Prospector Square Property Owners Association (PSPOA) master planning process identified enhancements and infrastructure improvements in the overall Prospector area. As part of that planning process and part of the City's overall coordination with PSPOA, a pathway and stair connection to the Historic Union Pacific Rail Trail, owned by Utah State Parks, was identified on Lots G & F as a way to improve overall walkability and connectivity.

In 2020, City staff acquired easements from Utah State Parks to help construct and maintain the stairs and pathway improvement project.

The City recently acquired platted public easements and temporary easements on Lot G & F from PSPOA and Lot G's owner on existing sidewalks and pathways, which provide legal access through the Prospector area.



Construction associated with the development of the Lot G property, including a pathway connecting Prospector Drive to the Rail Trail, was completed in late 2020.

Analysis

Staff advertised the Lot G & F Construction Project in the Park Record on February 17 and 20, 2021, the Utah Legal Notices website, and the City's website. The sealed bids were opened by City staff on March 10, 2021.

There were three bidders, and the bid of \$117,852.21 by D.R.D. Paving L.L.C. was verified the lowest responsive and responsible bid. The breakdown of bids are outlined below:

Firm	Total Bid
D.R.D. Paving L.L.C.	\$117,852.21
Keller Construction	\$154,354.90
Vancon, Inc.	\$412,665

The project is scheduled to start as soon as the contract is executed and the contractor can mobilize. Specific improvements, such as paving and landscaping, may be delayed further into the spring as they are dependent on weather conditions. Staff is eager to proceed and improve the overall experience and integration of rail trail access throughout the Prospector neighborhood and business district.

Consistent with City Council's comments to explore the Rail Trail as a viable alternative transportation facility, staff anticipates this project as the first in many improvements to the corridor over the next several years and is focused on working with Utah State Parks on a cooperative management agreement.

Department Review

Sustainability, Legal, Executive, and City Manager.

Funding

Staff recently received an extension through May 20, 2021, to utilize a Summit County RAP grant for \$31,000 for the project. The remaining funding will come from the 2007 Walkability Bond.

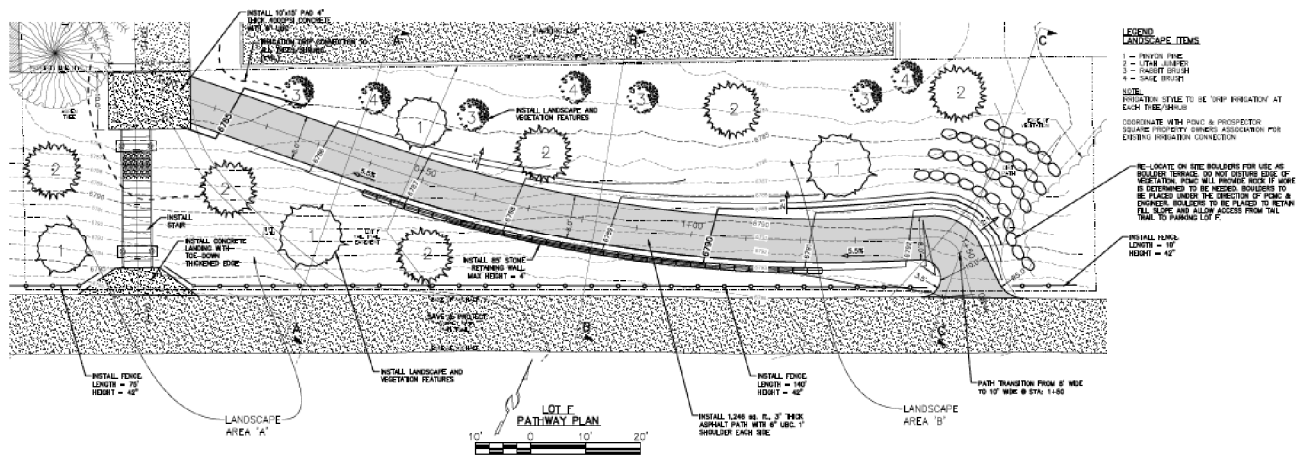
Attachments

EXHIBIT A – Scope of Construction Work and Design

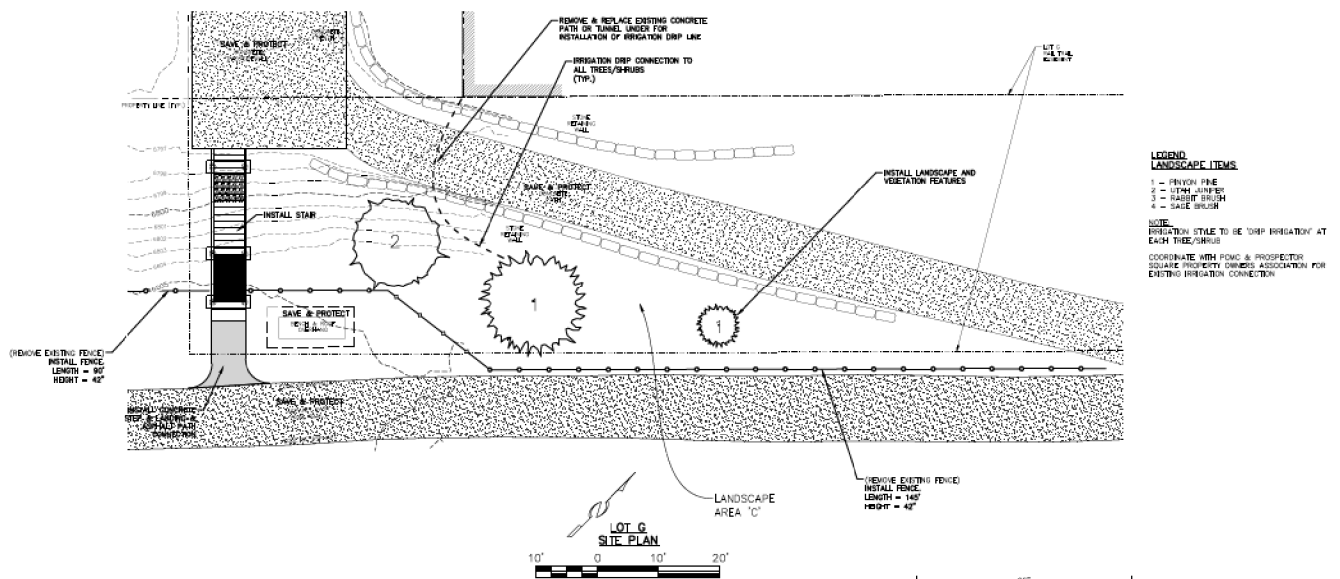
EXHIBIT A – Scope of Construction Work and Design

The work consists of 2 stairways of approximately 59 linear feet total and an asphalt path of approximately 158 linear feet total. New stairways and landings consisting of wood and metal grates, wood and steel handrails, steel angle bicycle guide, concrete footings, concrete landings & minor excavation. New asphalt path consisting of stacked rock retaining wall, re-locating of on-site boulders, landscape features & irrigation, site re-grading and landscape restoration.

• Lot F Construction Drawings (Stairs, Pathway, Fencing, and Landscaping)



• Lot G Construction Drawings (Stairs, Fencing and Landscaping. Pathway constructed by Developer)



Council Agenda Item Report

Meeting Date: March 18, 2021

Submitted by: Matt Twombly

Submitting Department: Sustainability

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's Office with Park City Historical Society and Museum, for a Two-Year Term with an Option to Renew for Another Two-Year Term, in an Amount Not to Exceed \$25,000.00 per Year

Suggested Action:

Attachments:

[Park City Historical Society and Museum Staff Report](#)

[Exhibit A: Park City History Services RFP Response](#)

City Council Staff Report



Subject: Park City Historical Society and Museum –
Special Service Contract
Author: Matthew A. Twombly
Department: Sustainability
Date: March 18, 2021
Type of Item: Administrative – Award of Contract

Recommendation

Authorize the City Manager to execute the Service Provider/Professional Services Agreement on a form approved by the City Attorney's Office with Park City Historical Society and Museum, for a two-year term with an option to renew for another two-year term, in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00) per year.

Background

- For the 2021 Fiscal Budget, the City Council shifted several existing public service contracts awarded via the City Budget process to City departments to be managed as regular service providers by competitive Requests for Proposals (RFP) procurement process.
- Park City history and visitor services were one public service changed to the RFP process.
- An RFP was published in the Park Record on February 10th and 13th, 2021, with proposals due February 25, 2021.
- Park City Historical Society and Museum submitted the only proposal. The proposal was responsive to the criteria and demonstrated the value of services and programs offered.
- The RFP and proposal covered two main areas of services and required reporting of the costs and value to the community of these programs, including:
 - o Provide for the management, staffing, skills, and maintenance of archives for the operation of a Park City history research library.
 - The service provider will accommodate property owners requesting research for historic district properties.
 - Provide genealogy research for visitors and community members.
 - Provide City staff with historic research information.
 - Provide exhibits and activities related to youth programming.
 - Provide any other community enrichment and support for the arts.
 - o Provide historical tours on City sidewalks and at other properties of historic significance.
 - o Financial reporting of the programs with demonstrated/documented value of the services performed.
- The programs supported by the service provider contract help meet the Council goal of an Inclusive and Healthy Community by providing vibrant arts and culture in Park City.

Funding

Funding for the Park City Historical Society and Museum Services contract will come from the Special Service Contract Budget.

Attachments

Exhibit A – Park City Historical Society and Museum Proposal Scope of Services

Exhibit - A



February 25, 2021

Mr. Matthew Twombly
Senior Project Manager
Park City Municipal Corporation
PO Box 1480
Park City, UT 84060

RE: Special Services RFP Response to Park City History Services

Dear Mr. Twombly,

**Park City Historical
Society**

Board of Trustees

Paige Anderson
President

Randy Scott
Vice President

Bruce Petersen
Treasurer

Mary Wieler
Secretary

Monique Abbott
Ron Butkovich
Greg Cropper
Lynn Fey
Barbara Jones
Karen Keating
Ivan Knauer
Donald Roll
Sydney Reed
Zibby Tozer

Nann Worel

Thank you for the opportunity to respond to Park City's proposal for Park City History Services. This response is in alignment with the City's wishes to provide education, research and support for Park City property owners, visitors, and City staff conducting historic research on Park City history.

We are requesting the \$25,000 service provider contract award on March 25th for the term of two (2) years with the City's sole option to renew for an additional two (2) years.

The Park City Museum is uniquely positioned and qualified with the infrastructure, staff, technology, and processes to effectively deliver on the following RFP project scope including, but not limited to:

- Providing the management, staff, historical library skills, and maintenance of archives, for the operation of Park City Research Library, known as the Hal Compton Research library.
 - The Park City Museum and Hal Compton Research library provides property owners with a dedicated librarian and technology tools to research their historic district property.
 - Always updated and available to the public, our two library workstations allow for genealogical research for visitors and community members at no cost. With an appointment, they can leverage our librarian to assist with their search
 - City staff can access these resources for historical research and information.
 - The Park City Museum's mission is to provide community enrichment programs and support for the arts.
- Providing historical tours on main street, at the Glenwood Cemetery, mine hiking tours, ski and snowshoe tours to historical sites are important activities in serving our mission. These activities are available to member for free and to visitors & community non-members for a small nominal fee. These tours are guided, but we also offer self-guided if requested. All these funds support our museum operations, programs and services.

Gratefully yours,
Andrew Cohen
Executive Director (Interim)
(435) 649-7457 x. 103
Andrew.Cohen@ParkCityHistory.org

528 Main Street, P.O. Box 555, Park City, Utah 84060
435-649-7457

The Park City Historical Society & Museum is a non-profit 501(c)3 corporation. Tax ID# 94-2792051

The following is a summary of how the Park City Museum and Historical Society RFP response meets the evaluation criteria described in the City's Special Services Park City History project:

Criterion 1: Accountability and Sustainability of Organization - The organization must have the following:

a. Quantifiable goals and objectives:

The requested scope of services by this Special Services RFP aligns with the Park City Museum's mission and purpose. Our goals and objectives for the organization are defined in our current Strategic and Operational Plan, adopted by the Board of Trustees and updated on an annual basis. This comprehensive document is available upon request.

b. Non-discrimination in providing programs or services:

The PCM is extremely successful in reaching a broad and diverse audience. Park City Museum is ADA accessible, and our exhibits feature large text size and closed captioning. We seek to involve the diverse needs and perspectives of Park City's population in the administration and implementation of our ongoing activities.

In 2020, we've hired docent and Museum Store Assistant with bilingual skills. In April 2021, we have a Smithsonian Institution traveling exhibit, "*Dolores Huerta: A Latina Civil Rights Icon*" which will be geared towards our diverse community. We've expanded our programs to include a "History Speaks" lecture series presented in English and Spanish with subtitles.

c. Cooperation with existing related programs and community service:

We actively partner with many local organizations including:

1. Educated and trained Museum staff provide museum front desk and docent services. These Museum employees (not volunteers) follow procedural guidelines to educate and inform our visitors with community insights into Park City's history and culture.
2. Providing free tours to local school groups and teachers with an educational curriculum on Park City's history. We offer student educational activities in conjunction with our changing traveling exhibits in our Tozer Gallery.
3. Park City Chamber/Bureau, Ski Utah, USSA, HPCA and Utah Office of Tourism for free FAM tours for media and journalists promoting Park City.
4. Park City Library for adult and youth history programs.
5. Summer community camps including Park City Mountain Resort, Deer Valley, and the MARC, and local Boy Scout and Girl Scout Troops.
6. Park Record newspaper and both the Park City and Summit County Library to continue the on-going (2017 and beyond) digitization of the Park Record newspaper.

528 Main Street, P.O. Box 555, Park City, Utah 84060
435-649-7457

The Park City Historical Society & Museum is a non-profit 501(c)3 corporation. Tax ID# 94-2792051

7. Park Record to provide the weekly educational/history column “The Way We Were”.
8. Preservation, maintenance and stewardship of the Glenwood Cemetery.
9. Vail Resorts and Deer Valley Resort to preserve the historic mining structures located on the ski resorts.
10. Egyptian Theatre: Park City Museum Executive Director is Treasurer of Board of Trustees
11. Partnership with Sundance Institute
12. Park City/Summit County Arts Council, Executive Director forum and active involvement
13. Park City Community Foundation, Executive Director Forum.
14. Park City’s Design Review Team with Park City Museum Executive Director participation
15. City’s Historic Preservation Committee: Park City Museum Vice President of our board of trustees
16. Historic Park City Alliance with PCM Executive Director participation
17. Park City Chamber/Bureau: PCM board of trustee member
18. Park City Lodging Association and local lodging companies for concierge fam tours and lodging packages
19. Leadership Park City Class 27 with PCM Executive Director.
20. The Park City Museum is fully integrated with Park City’s governmental, nonprofit, and business communities.

d. Compliance with the City contract:

The thirty-three (33) year history of this service contract between the City and Park City Museum demonstrates our effectiveness and compliance.

e. Federally recognized not-for-profit status.

Internal Revenue Service

Department of the Treasury

District
Director

1100 Commerce St., Dallas, Texas 75242

► Park City Historical Society,
Inc.
P.O. Box 555
Park City, UT 84060

Person to Contact:
EP/EO Reject Examiner
Telephone Number:
(214) 767-6513
Refer Reply to:
MC-4950-DAL
Date: 08-04-87

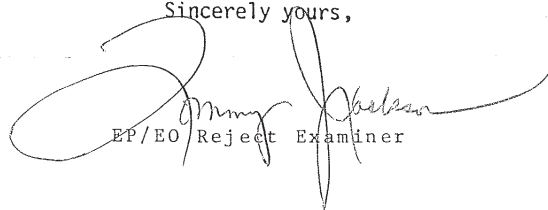
• Gentlemen:

Our Records show that Park City Historical Society, Inc.
is exempt from Federal Income Tax under section
501(c)(3) of the Internal Revenue Code. This exemption was granted
June 1982 and remains in full force and effect. Contributions
to your organizations are deductible in the manner and to the extent
provided by section 170 of the Code.

We have classified your organization as one that is not a private foundation
within the meaning of section 509(a) of the Internal Revenue Code because
you are an organization described in section 509 (a)(2).

If we may be of further assistance, Please contact the person whose name
and telephone number are shown above.

Sincerely yours,



EP/EO Reject Examiner

Criterion 2: Program Need and Specific City Benefit – the organization must have the following:

a. *A clear demonstration of public benefit and provision of direct services to City residents.*

Public Benefit: We interpret Park City’s history and heritage for Park City’s tourists and residents. Over 129,269 people came to the Museum in 2019 and more than 2.7 million since opening in 1984. We keep Park City’s historic collections of images, documents in the public trust and assure that they are preserved and accessible. Direct Services to City residents: 20% of our visitors each year are Park City residents and second homeowners. This figure does not include services to the PC School District students and teachers, local private schools, and home-schooled students, through in-classroom programs and docent guided field trips (curriculum meeting state standards). During the 2019, 1,310 students participated in free fieldtrips to the Park City Museum.

b. *Demonstrated need for the program or activity.*

- **PROGRAM #1 NEED:** The Historic District Design Guidelines require a brief written history along with historic photograph(s) be submitted as part of an application to the Planning Department involving a Historic Site. The Guidelines list the PCM as a resource for historic property owners and applicants: *“Determine whether or not your building has already been documented. The Park City Historical Society & Museum has information on hundreds of buildings in Park City.”* The Hal Compton History Library is the first stop for any historic district property owner in their application process. Genealogists, local businesses, journalists, scholars, students, architects, engineers, and many others use our archives and our History Library every day, researching Park City’s unique past. PCM understands our public obligation to provide historical research and believes that adherence to principles of excellent scholarship enhances the community’s professional reputation. We serve the educational needs of Park City residents and visitors by protecting our shared historical record and artifacts in perpetuity. The Kendall Web Digital collection and United Park City Mines Company archive can be accessible to Park City residents, visitors and city staff. We’ve documented more than 100 years of mining history (1870s to 1980s), this resource is invaluable to understanding our community and our environment today.
- **PROGRAM #2 NEED:** We believe that protecting our history helps bridge cultural differences, honors our forbearers, improves our town’s economic vitality, and nurtures a shared sense of belonging. PCM provides an engaging and fun learning environment with hands-on opportunities which inspire curiosity and a joy of learning for local students. Our history programs with an emphasis on STEM subjects root students in the Park City community and provide engaging educational experiences about our past. As the school district’s budget increasingly tightens, PCM is a valuable resource offering educational services for free.

Criterion 3: Fiscal Stability and Other Financial Support - The organization must have the following:

a. A clear description of how public funds will be used and accounted for:

\$22,500 (per year) will help keep the Hal Compton History Library open 5 days per week. Public funds will be matched by local donations to provide a qualified Curator (Courtney Titus) and certified Research Librarian/Archivist (Dalton Gackle), supplies, computer maintenance and upgrades, and costs associated with the conservation, preservation and continuing acquisition of additional Park City historic photographs and documents.

\$2,500 per year toward bus costs for the transportation of students to and from their school to the Park City Museum. Each bus trip is estimated to cost \$200 to \$600 per school trip. Public Funds in the amount of \$5,000 (for a total of \$7,500) matched by local donations will support our FREE school field trips and STEM programs (salaries, educational resources, lesson plans, handouts, supplies, hands-on materials, and docent trainings).

Funds will be accounted for through our organization's established accounting procedures that include monthly reconciliation by our accountant James L. Druffner, CPA, monthly oversight by the Board of Trustees and Nann Worel (City Counsel Liaison), annual independent audit by BKD, and annual filing of IRS tax form 990 prepared by James L. Druffner, Certified Public Accountant.

b. Other funding sources that can be used to leverage resources. All these Public Funds are matched by donations by our members (see 2021 budget).

c. A sound financial plan that demonstrates managerial and fiscal competence. The Board of Trustees is responsible for fiscal oversight of the organization. Trustees approve the annual budget, which is developed by the Treasurer, Finance Committee and Executive Director. Included among the Trustees are members of the community from the banking, financial, legal and business industries.

d. A history of performing in a financially competent manner. The PCM has operated with fiscal competence since its incorporation in 1981 and its current financial condition is excellent, as reflected by the organization's financial statements. (see attached 2019 Audit)

- **Criterion 4: Fair Market Value of the Services** - The fair market value of services included in the public service contract should equal or exceed the total amount of compensation from the City unless outweighed by demonstrated intangible benefits. Consultants with expertise in performing historic research typically charge \$55 to 75 per hour. Our Library services provide in excess of 1,500 person hours per year x \$55 = \$82,500 (including salary, taxes, health insurance and other and benefits) fair market value to maintain full-time librarian, archivist, and part-time personnel to operate the Hal Compton Research Library.

In 2019 (before COVID), Guided tours of the Park City Museum for private groups are \$15 per person. 2,000 local students (with accompanying teachers and parents) on guided field trips = \$30,000

Signed: Andrew Cohen

Date: 02/25/2021

Appendix A: 2021 Park City Historical Society Budget

Park City Historical Society
FINAL BUDGET
 January through December 2021

11:27 AM

11/27/2020

Accrual Basis

Jan - Dec 21

Ordinary Income/Expense	
Income	
Total Store: Merchandise & eCommerce	\$ 301,152.59
Total Admissions; Contributions; Grants; Tours; Rental	504,608.61
Special Services Park City History City Grant	25,000.00
Donations	117,066.50
Education Events	12,450.00
Special Events	33,431.28
Financial Income	182,235.00
Friends of Ski Mountain Mining History	145,156.07
Glenwood	37,482.52
Total PCHS Income	\$ 1,358,582.56
Product Cost of Goods Sold	
Total Cost of Goods Sold (Store & eCommerce)	165,633.92
PCHS Gross Profit (income minus COGS)	1,192,948.64
Expense	
History Library, Collections & Museum Operation Expense	333,748.44
Executive/Education Payroll Expenses	213,352.87
Library, Exhibit and Collections Payroll Expenses	173,040.61
Store Payroll Expenses	94,652.86
Museum Maintenance, Exhibitions, Staff Education & Marketing Expense	140,245.65
FOSMMH Preservation Expense	154,761.26
Glenwood Cemetery Expense	45,458.25
Total PCHS Expense	\$ 1,155,259.94
Net Ordinary Income for PCHS Budget 2021	\$ 37,688.70

City Council Staff Report

Subject: 1203 Park Avenue Plat Amendment
Application: PL-20-04724
Author: Liz Jackson, Planner II
Date: March 18, 2021
Type of Item: Administrative – Plat Amendment



Recommendation

Staff recommends the City Council review the proposal, hold a public hearing, and consider approving Ordinance No. 2021-14 for the 1203 Park Avenue Plat Amendment, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval.

Description

Applicant:	Reed and Amy Anderson (represented by Architect Michael Stoker)
Location:	1203 Park Avenue; Parcel Number SA-60
Zoning:	Historic Residential-Medium (HRM)
Adjacent Land Uses:	Residential – single and multi-family development, Park City Library
Reason for Review:	Plat Amendments require Planning Commission review and City Council review and action.

Acronyms

HDDR	Historic District Design Review Application
HRM	Historic Residential-Medium Zoning District
LMC	Land Management Code
PCMC	Park City Municipal Corporation
ROW	Right-of-Way

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

Summary

On December 17, 2020, the Applicant submitted a Plat Amendment Application. On February 4, 2021, staff notified the Applicant that the Application was complete. The property owner has requested a Plat Amendment to combine all of Lot 1 and the south ½ of Lot 2, Block 6, Snyder's Addition to Park City, according to the Summit County Recorder's Office. The proposed plat amendment will remove an interior Lot line as well as allow the owner to demolish the existing non-historic and non-complying Structure to build a new Single-Family Dwelling.

The Planning Commission forwarded a unanimous positive recommendation to the City Council on [February 24, 2021](#). Staff report is linked [here](#) and audio is linked [here](#) beginning at minute 14:43.

Background

The Structure was constructed prior to 1938 and is over fifty (50) years old. However, the Site is not designated Historic on the Park City Historic Sites Inventory (HSI) because it does not meet the criteria for either Landmark or Significant designation. Additionally, the house has been significantly altered with non-historic additions that have altered the house's Essential Historical Form and diminished its Historic Integrity. These additions also encroach into neighboring Lots.

The existing Structure was built prior to the adoption of the Land Management Code setback requirements in the HRM Zoning District. As a result, the existing Structure is a legal non-complying Structure. The attached garage addition was constructed in 1974 and was not built to the setbacks in the Land Management Code at that time. As a result, the garage is also a non-complying Structure. The proposed Plat amendment allows a non-complying Structure to be demolished so that a compliant Structure may be built.

At some point in time, the Structure was converted into a Duplex. Duplexes are an Allowed Use in the HRM Zoning District when a minimum lot size of 3,750 square feet is provided. However, the Applicant's lot size is 2,812.5 square feet and a Duplex is therefore a non-conforming Use. As a result, staff worked with the owners' representative through June 2017, emphasizing that staff could not move forward on this Plat Amendment unless the Applicant either consented to a Condition of Approval to remove the illegal Duplex Use or the Applicant proved the City approved the non-conforming Duplex Use.

City Council approved [Ordinance 2018-26](#), approving the proposed Plat amendment, but the Plat was never recorded with Summit County and has since expired. Ordinance 2018-26 Condition of Approval 6 required the illegal Duplex to be removed prior to recording the Plat with the County. On July 9, 2020, the Applicant recorded an *Agreement to Not Use Property as a Duplex* with the County (Summit County Recorder Entry No. [1136285](#)).

Ordinance 2018-26 also required the Applicant to remove portions of the c. 1974 garage that encroaches into the City-owned property at 1255 Park Avenue (the Public Library) and to remove the portion of the garage that encroaches onto the 12th Street Right-of-Way. These requirements are included in the draft ordinance, discussed in detail below.

See table below for this Site's past related Applications.

Date	Application Type	Description	Action Taken
December 14, 2014	Notification Letter (Exhibit F)	City grants permission for encroaching fence onto City property (Library at 1255 Park Avenue).	Notice Only

January 11, 2018	Complaint	Code Enforcement receives complaint of illegal Duplex.	Notice of Violation issued January 30, 2018
February 20, 2018	Plat Amendment	Remove existing Lot Line. Application had the same proposal - remove interior Lot line - as what is proposed in this report. See May 31, 2018 City Council staff report and minutes (beginning on page 12).	Approved
July 9, 2020	Agreement to Not Use Property as a Duplex	Applicant recorded document entry number 1136285 with the intention to no longer use the existing Site as a Duplex.	Recorded with Summit County and submitted to PCMC
December 17, 2020	Historic District Design Review	Applicant submitted a Historic District Design Review Application to the Planning Department to be reviewed concurrently with this Plat Amendment Application.	Currently under review

In conjunction with the Plat Amendment currently under review, the Applicant has submitted a Historic District Design Review (Application PL-20-04723) to demolish the existing Structure and replace it with a Single-Family Dwelling.

This Site is not listed on the Historic Sites Inventory, nor been included in previous reconnaissance and intensive level historic resource surveys. See the May 9, 2018 Planning Commission [Staff Report beginning on page 31](#) for further information regarding the house, and page 32 for information regarding illegal Duplex, as the Lot's size does not allow for a Duplex Use. During staff's review of the materials submitted in the original 2018 Plat Amendment Application, staff reaffirmed that the building is an illegal Duplex. The owner has confirmed it has not been used as a Duplex since the recording of the Duplex agreement listed in the table above, and they intend to remove the existing Structure to replace it with a new Single-Family Dwelling.

The expired Plat Amendment Application originally named this plat the Anderson Plat Amendment, but staff has confirmed with Summit County that a similar Plat name

already exists. In response, the Applicant has changed the Plat name to the 1203 Park Avenue Plat Amendment.

Analysis

Plat Amendments require Planning Commission review and City Council final action. LMC [§ 15-12-15\(B\)\(9\)](#).

The subject parcels (listed with Summit County as SA-60) are located at 1203 Park Avenue. The Site is within the Historic Residential – Medium Density (HRM) District. The proposed Plat Amendment combines the property into one (1) lot of record measuring 2,812.5 square feet. Any future construction on this Site must maintain all requirements of the HRM Zoning District, as well as the Design Guidelines for Historic Districts and Historic Sites, per [LMC § 15-13](#). See table below for Lot and Site Requirements and existing conditions.

There are several encroachments on this site that have been verified by the existing conditions survey (Exhibit B). The zoomed in image below (Figure 1) is taken from the survey, as well as an on-site photograph (Image 1) of the rear of the Property directly below that. The blue line is the property line, the red blocks show the encroachments, and green shows the Lot line to be removed. The existing garage and concrete pathways encroach into the 12th Street Right-of-Way (shown in red on south Lot line). Along the west property line, a portion of the garage and fence encroach onto the neighboring City-owned property at 1255 Park Avenue (Park City Library). Per the 2014 letter from Park City Municipal Corporation, the City has given the owner permission to use the property for the fence. Staff has added Condition of Approval #4 to address the encroachment of the garage, stating:

The property owner shall remove the portions of the c.1974 garage that encroaches into the City-owned property at 1255 Park Avenue along the west elevation as well as the portion of the garage that encroaches onto the 12th Street right-of-way on the south elevation. This shall be completed prior to recordation of the Plat Amendment with the Summit County Recorder's Office.

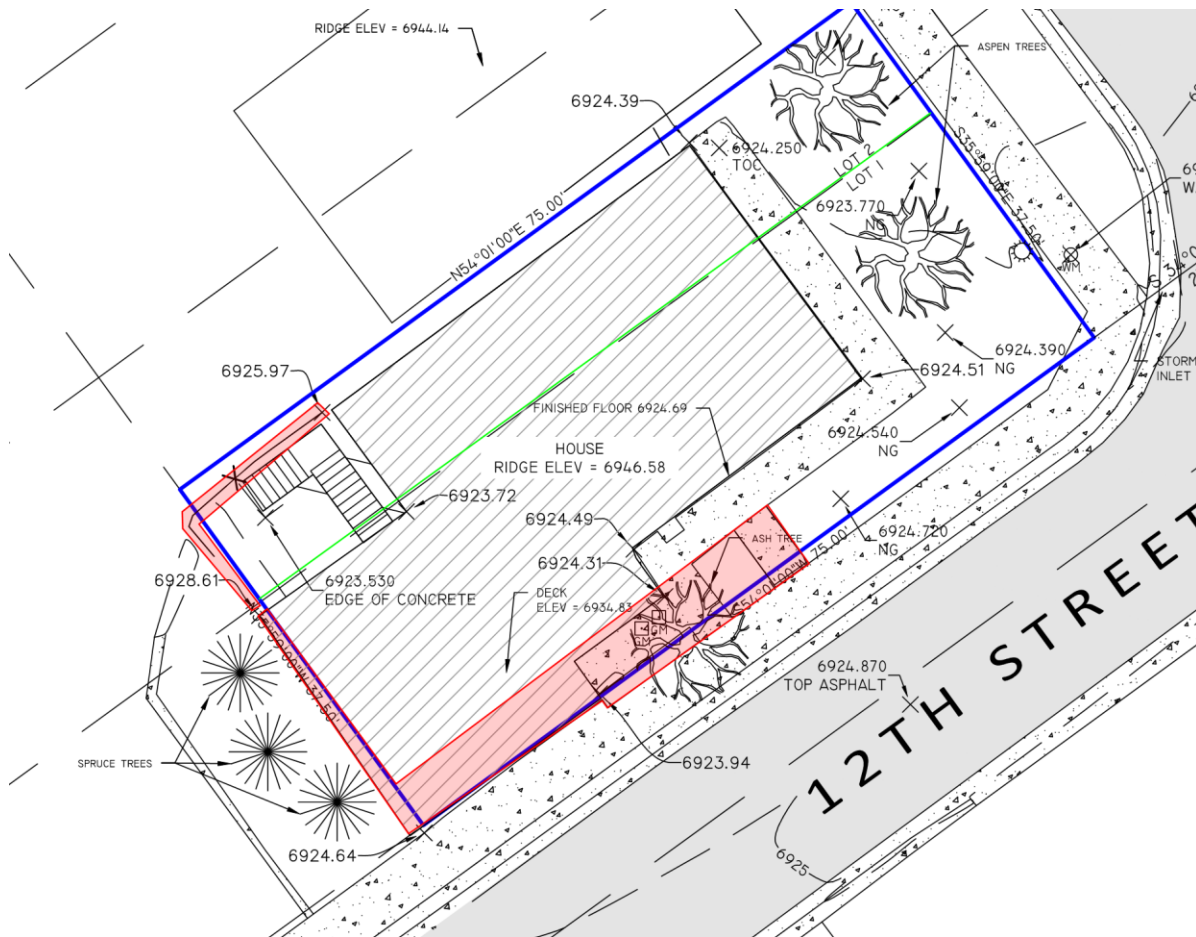


Figure 1: Zoomed in Existing Conditions Survey



Image 1: On-site Photo of Rear Lot Line

Single-Family Dwellings are allowed uses in the HRM District. The minimum lot area for a Single-Family Dwelling is 1,875 square feet. The proposed lot at 2,812.5 square feet meets the minimum lot area for Single-Family Dwellings. The proposed Lot size does not allow for a Duplex, which was determined to be what the Structure has been used

as in the recent past, as that Use would require a minimum Lot Area of 3,750 square feet.

(I) The proposal complies with the HRM Zoning District Requirements outlined in [LMC 15-2.4-3](#).

Standard	Zoning Requirement	Analysis of Proposal
Lot Size – square feet (SF)	1,875 SF minimum for a Single-Family Dwelling	2,812.5 SF <i>Complies</i>
Lot Width – feet (ft.)	25 ft. minimum	37.5 feet; <i>Complies</i>
Front Yard Setbacks – feet (ft.)	10 ft. minimum for Single-Family Dwellings	15 feet; <i>Complies</i>
Rear Yard Setbacks – feet (ft.)	10 ft. minimum for Single-Family Dwellings	0 feet (garage encroaches over west property line) <i>Condition of Approval recommended - new construction will need to come into compliance (Condition of Approval 5)</i>
Side Yard Setbacks – feet (ft.)	5 ft. minimum (10 ft. on corner lot's side that faces a ROW or Side Street) for Single-Family Dwellings	2 feet (north), 0 feet (south) <i>Condition of Approval recommended - new construction will need to come into compliance (Condition of Approval 5)</i>
Building Height	27 feet above Existing Grade	22 feet; <i>Complies</i>

There is no maximum building footprint requirement in the HRM zoning district. The house must meet the required setbacks, building height, and parking. The house is an existing legal non-complying structure as the house was built prior to the adoption of the Land Management Code's setback requirements. The attached garage addition was not built per the required setbacks found in the 1968 Land Management Code when it was constructed in 1974; staff finds that the garage structure is noncomplying. The City Engineer will also require the Applicant to grant two ten-foot (10') snow storage easements along the front Lot line (Park Avenue) and side Lot line (12th Street) as indicated by Condition of Approval #3.

(II) The proposal complies with LMC § 15-7.1-3(B).

The combining of existing subdivided Lots requires (a) a finding of Good Cause and (b) a finding that no Public Street, Right-of-Way, or easement has been vacated or

amended. LMC Section [15-7.1-3\(B\)](#).

(a) Good Cause

LMC Section 15-15 defines Good Cause: “Providing positive benefits and mitigating negative impacts, determined on a case by case basis to include such things as: providing public amenities and benefits, resolving existing issues and non-conformities, addressing issues related to density, promoting excellent and sustainable design, utilizing best planning and design practices, preserving the character of the neighborhood and of Park City and furthering the health, safety, and welfare of the Park City community.”

Staff finds good cause for this Plat Amendment because the interior Lot line running through an existing Structure will be removed, non-complying Structures will be required to be removed, existing encroachments will be resolved, and public snow storage easements will be provided to the City.

Snyderville Basin Water Reclamation District has reviewed and approves of this proposal (Exhibit E).

(b) No Public Street, Right-of-Way, or easement has been vacated or amended.

The proposed Plat Amendment does not include vacating or amending any Public Streets, ROWs, or easements. The Planning Commission has forwarded a unanimous positive recommendation to the City Council.

Department Review

The Development Review Committee and Planning, Engineering, and Legal Departments reviewed this Application.

Notice

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

Public Input

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

Alternatives

- The City Council may approve Ordinance No. 2021-14 as conditioned or amended; or
- The Council may deny approval for Ordinance No. 2021-14 and direct staff to make Findings for this decision; or

- The City Council may continue the discussion on Ordinance 2021-14 to a date certain.

Exhibits

Exhibit A: Ordinance No. 2021-14 and Proposed 1203 Park Avenue Plat (Attachment 1)

Exhibit B: Existing Conditions Survey

Exhibit C: Applicant's Statement and Photographs

Exhibit D: Ordinance 2018-26 (Original Approval)

Exhibit E: Snyderville Basin Water Reclamation District Letter

Exhibit F: Copy of Certified Letter from PCMC to property owner, 12/14/14

Ordinance No. 2021-14

AN ORDINANCE APPROVING THE 1203 PARK AVENUE PLAT AMENDMENT LOCATED AT 1203 PARK AVENUE, PARK CITY, UTAH.

WHEREAS, the owners of the property located at 1203 Park Avenue have petitioned the City Council for approval of the Plat Amendment; and

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

WHEREAS, on February 10, 2021, proper legal notice was sent to all affected property owners; and

WHEREAS, the Planning Commission held a public hearing on February 24, 2021, to receive input on Plat Amendment; and

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

WHEREAS, on March 18, 2021, the City Council held a public hearing to receive input on the Plat Amendment; and

WHEREAS, it is in the best interest of Park City, Utah, to approve the 1203 Park Avenue Plat Amendment.

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

SECTION 1. APPROVAL. The 1203 Park Avenue Plat Amendment at 1203 Park Avenue, 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 1203 Park Avenue.
2. The property is in the Historic Residential-Medium (HRM) District.
3. The subject property consists of all of Lot 1 and the south ½ of Lot 2, Block 6, Snyder's Addition to Park City. The proposed Plat Amendment creates one (1) lot of record.
4. Though constructed prior to 1938 and over fifty (50) years old, the Site is not designated as historic on the Park City Historic Sites Inventory (HSI) as it does not meet the criteria for either Landmark or Significant. The house has been significantly altered by non-historic additions that have significantly altered the house's Essential Historical Form and diminished its historic integrity.

5. On December 14, 2014, the City notified the property owner at 1203 Park Avenue via certified mail that the area on his side of the fence was owned by the City and the City would give permission to use this property; however, the owner of 1203 Park Avenue did not have any “permanent right, title, or interest of any kind” vested in the area to the east of the fence as the “City may, at some future date, elect to remove the fence and not have City property on your side of the fence.” The letter indicated that the owner waived any right to compensation for the loss of improvements made to the east side of the fence as this property did not belong to him.
6. On March 24, 2017, the City received a Plat Amendment Application for the 1203 Park Avenue Plat Amendment located at 1203 Park Avenue; the Application was not complete as staff requested the Applicant provide additional required information in order to move forward with processing the Application.
7. On February 20, 2018, the Applicant submitted updated information for the Plat Amendment Application. The Application was complete on March 9, 2018 and approved via Ordinance 2018-26. The Plat Amendment was never recorded with Summit County and the approval has since expired.
8. On December 17, 2020, the Applicant submitted a Plat Amendment Application. The Applicant submitted updated information to City staff on January 25, 2021 and the Application was deemed complete on February 4, 2021.
9. On December 17, 2020, to be reviewed concurrently with this Plat Amendment, the Applicant submitted a Historic District Design Review Application to demolish the existing non-historic Structure and build a new Single-Family Dwelling.
10. The property currently contains 2,812.5 square feet. The property abuts Park Avenue on the east side of the house and 12th Street to the south.
11. The proposed Plat Amendment combines the property into one (1) lot measuring 2,812.5 square feet. The Plat Amendment removes one (1) lot line going through the existing Structure.
12. The existing house was determined in 2018 to be an illegal Duplex as it does not meet the lot size requirements for a Duplex in the HRM zoning district and no evidence was presented with the Application indicating that the Duplex was allowed legally, nor has owner requested a determination that the use was a legal non-conforming use. The Applicant has proposed to demolish the existing Structure and construct a Single-Family Dwelling, via HDDR Application PL-20-04723.
13. The Applicant recorded document entry 1136285 with Summit County on July 9, 2020. This is an agreement that the Site will not be used as a Duplex. The Applicant has confirmed that the existing Structure is no longer being used as a Duplex.
14. A Single-Family Dwelling is an allowed Use in the HRM zoning district and requires a minimum lot size of 1,875 square feet; the lot size complies with this requirement. A Duplex dwelling is an allowed Use in the HRM zoning district and requires a minimum lot size of 3,750 square feet; the lot size does not comply with this requirement.
15. The minimum lot width in the HRM zoning district is 37.5 feet; this lot complies with a lot width of 37.5 feet.
16. The required Front Yard Setback is 10 feet; the existing front yard complies at 15 feet.

17. The required Rear Yard Setback is 10 feet; the existing Rear Yard Setback does not comply at 0 feet as the garage encroaches over the west property line.
18. The required Side Yard Setback is 5 feet (north Lot Line) and 10 feet (ROW facing south Lot Line); the existing Side Yard Setbacks do not comply as the house is 2 feet along the north property line and the garage has a 0 foot setback along the south property line.
19. There are several encroachments on this Site that have been verified by the existing conditions survey. The existing garage and concrete pathways encroach into the 12th Street right-of-way. Along the west property line, a portion of the garage encroaches onto the neighboring City-owned property at 1255 Park Avenue (Park City Library).
20. In 1992, the City constructed the fence in order to prevent cars parked in the Library parking lot from shining lights into the houses to the east.
21. There is no maximum building footprint requirement in the HRM zoning district. Any new construction shall comply with the Land Management Code at the time of Application submittal.
22. All findings within the Analysis section and the recitals above are incorporated herein as findings of fact.

Conclusions of Law:

1. The proposed Plat Amendment has been reviewed for compliance with Land Management Code Chapter [15-2.4](#) and Sections [15-7.1-3\(B\)](#) and [15-12-15\(B\)\(9\)](#).
2. There is good cause for this Plat Amendment as the interior lot lines running through the Structure will be removed, existing encroachments will be resolved as required by Condition of Approval #4, and public snow storage easements will be provided to the City. Further, the Plat Amendment will require the removal of a non-conforming use, the illegal Duplex, allowing the use of the Structure to return to a Single-Family Dwelling.
3. The Plat Amendment is consistent with the Park City Land Management Code and applicable State law regarding lot combinations.
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 stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The Applicant will record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. A ten feet (10') wide public snow storage easement shall be dedicated along the Park Avenue and 12th Street frontages of the property on the plat.

4. The property owner shall remove the portions of the c.1974 garage that encroaches into the City-owned property at 1255 Park Avenue along the west elevation as well as the portion of the garage that encroaches onto the 12th Street right-of-way on the south elevation. This shall be completed prior to recordation of the Plat Amendment with the Summit County Recorder's Office.
5. Any new construction shall comply with the Land Management Code at the time of Application submittal. A Duplex Use is not allowed on this Site pending demolition of the existing structures.
6. A note shall be added to the plat stating that residential fire sprinklers will be required for all new construction per requirements of the Chief Building Official.
7. A note shall be added to the plat stating off street parking access will need to be from 12th Street and not Park Avenue.

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

PASSED AND ADOPTED this 18th day of March, 2021.

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, MAYOR

ATTEST:

City Recorder

APPROVED AS TO FORM:

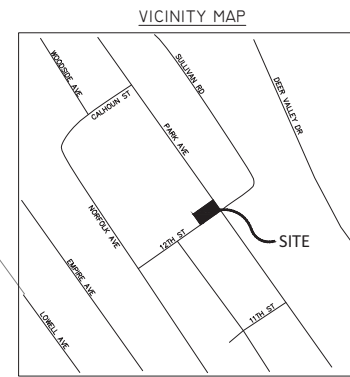
Mark Harrington, City Attorney

Attachment 1 – Plat

1203 PARK AVENUE PLAT AMENDMENT

LOCATED IN SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH

SYMBOL LEGEND	
	STREET CENTER LINE
	LOT AND BLOCK LINES
	LOT LINE TO BE REMOVED
	EASEMENT LINE
	PROPOSED CORNERS (TO BE SET)
	STREET MONUMENT



SURVEYOR'S CERTIFICATE

IN ACCORDANCE WITH SECTION 10-9a-603 OF THE UTAH CODE, I, CHAD A. ANDERSON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE NUMBER 7736336 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT.

I FURTHER CERTIFY THAT THIS PLAT AMENDMENT WAS PREPARED BY ME AND UNDER MY DIRECTORIAL SUPERVISION AND WITH THE REQUIREMENTS OF THE PARK CITY MUNICIPAL CORPORATION.

CHAD A. ANDERSON
PROFESSIONAL LAND SURVEYOR

01/25/21
DATE

STATE OF UTAH
SURVEYOR'S SEAL

BOUNDARY DESCRIPTION

ALL OF LOT 1 AND THE SOUTH HALF OF LOT 2, BLOCK 6, SNYDER'S ADDITION TO PARK CITY, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT REED C. ANDERSON AND AMY K. ANDERSON, HUSBAND AND WIFE AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, THE UNDERSIGNED OWNERS OF THE TRACT(S) OF LAND SHOWN TO BE KNOWN HEREAFTER AS 1203 PARK AVENUE PLAT AMENDMENT, HAVE CAUSED THIS PLAT AMENDMENT TO BE PREPARED AND DOES HEREBY CONSENT TO THE RECORDATION OF THIS PLAT AMENDMENT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS ____ DAY OF ____, 20__.

REED C. ANDERSON

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS ____ DAY OF ____, 20__.

AMY K. ANDERSON

ACKNOWLEDGEMENT

STATE OF _____ } S.S.
COUNTY OF _____ }

ON THIS ____ DAY OF ____, 20__, PERSONALLY APPEARED BEFORE ME REED C. ANDERSON, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

MY COMMISSION EXPIRES: _____

SEAL

SIGNATURE - NOTARY PUBLIC
RESIDING IN _____ COUNTY, _____

ACKNOWLEDGEMENT

STATE OF _____ } S.S.
COUNTY OF _____ }

ON THIS ____ DAY OF ____, 20__, PERSONALLY APPEARED BEFORE ME AMY K. ANDERSON, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME.

MY COMMISSION EXPIRES: _____

SEAL

SIGNATURE - NOTARY PUBLIC
RESIDING IN _____ COUNTY, _____

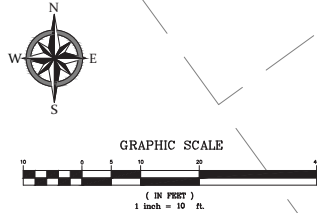
NOTES

1. RESIDENTIAL FIRE SPRINKLERS WILL BE REQUIRED FOR ALL NEW CONSTRUCTION PER REQUIREMENTS OF THE CHIEF BUILDING OFFICIAL.

2. THIS PLAT AMENDMENT IS SUBJECT TO THE CONDITIONS OF APPROVAL IN ORDINANCE 2018-26.

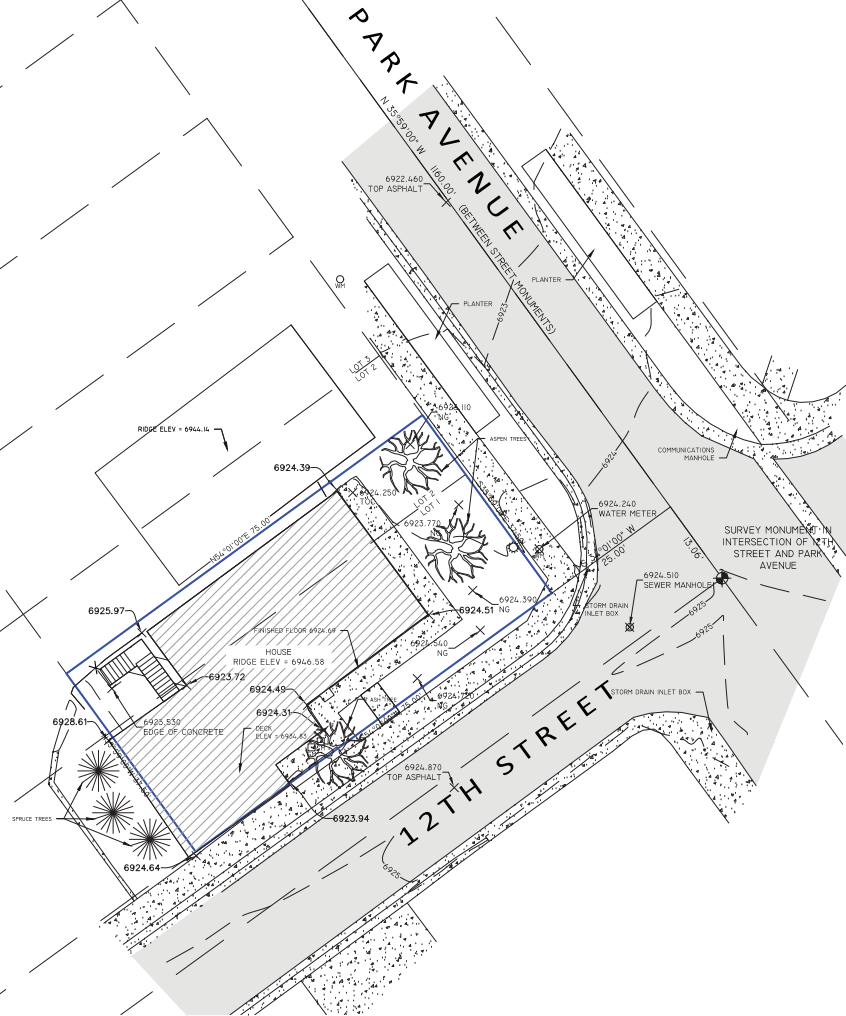
3. A PORTION OF THE PROPERTY IS LOCATED IN ZONE AO (DEPTH 2) PER FEMA FLOOD MAP NO. 490138.

4. RESIDENTIAL FIRE SPRINKLERS SHALL BE REQUIRED FOR ALL NEW CONSTRUCTION PER REQUIREMENTS OF THE CHIEF BUILDING OFFICIAL.



ELEMENT LAND SURVEYING • 2296 SOUTH 270 EAST, HEBER CITY UT 84032 • 801-592-5975 & 801-657-8748

	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS. ON THIS ____ DAY OF ____, 20__.	PLANNING COMMISSION APPROVED BY THE PARK CITY PLANNING COMMISSION ON THIS 9th DAY OF May 2018.	ENGINEER'S CERTIFICATE I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE. ON THIS ____ DAY OF ____, 20__.	APPROVAL AS TO FORM APPROVED AS TO FORM. ON THIS ____ DAY OF ____, 20__.	CERTIFICATE OF ATTEST I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL. ON THIS 31st DAY OF May 2018.	COUNCIL APPROVAL AND ACCEPTANCE APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL. ON THIS 31st DAY OF May 2018.	RECORDER STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF DATE ____ TIME ____ BOOK ____ PAGE ____ FEE ____ SIGNATURE - SUMMIT COUNTY RECORDER
	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	CHAIRMAN	PARK CITY ENGINEER	PARK CITY ATTORNEY	PARK CITY RECORDER	MAYOR	





October 27, 2020

Park City Municipal Corporation
Planning Department

RE: Written Statement, Subdivision Plat/Condominium Plat
#18-PL-03958
Anderson Residence
1203 Park Avenue
Park City, UT 84060

Dear Planning Department,

The owners of 1203 Park Avenue (Reed and Amy Anderson) are proposing a complete removal of all structures on their lot, including parts infringing on City property, and the subsequent construction of a new single family residence. To proceed with their proposal, the Planning Department is requiring a plat amendment to remove an old property line running east-west through the property.

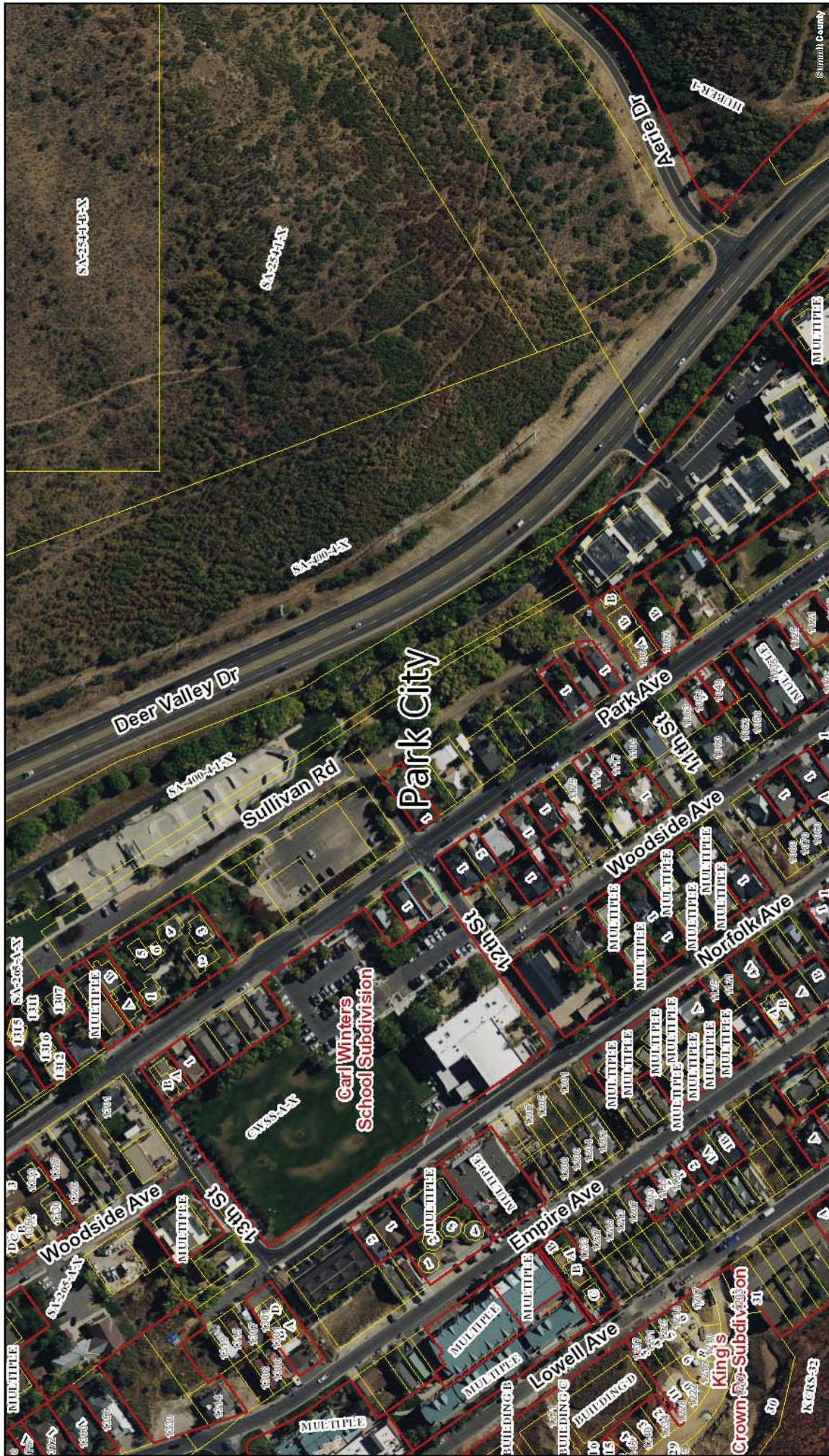
This application will be submitted concurrently with the Historic District/Site Design Review application.

Please let our office know if any clarifications are needed at this time.

Sincerely,

Michael J. Stoker, AIA, NCARB – Architect
Stoker Architecture, Inc.





This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information and data obtained from various sources, including Summit County which is not responsible for its accuracy or timeliness.



Summit County Parcel Viewer

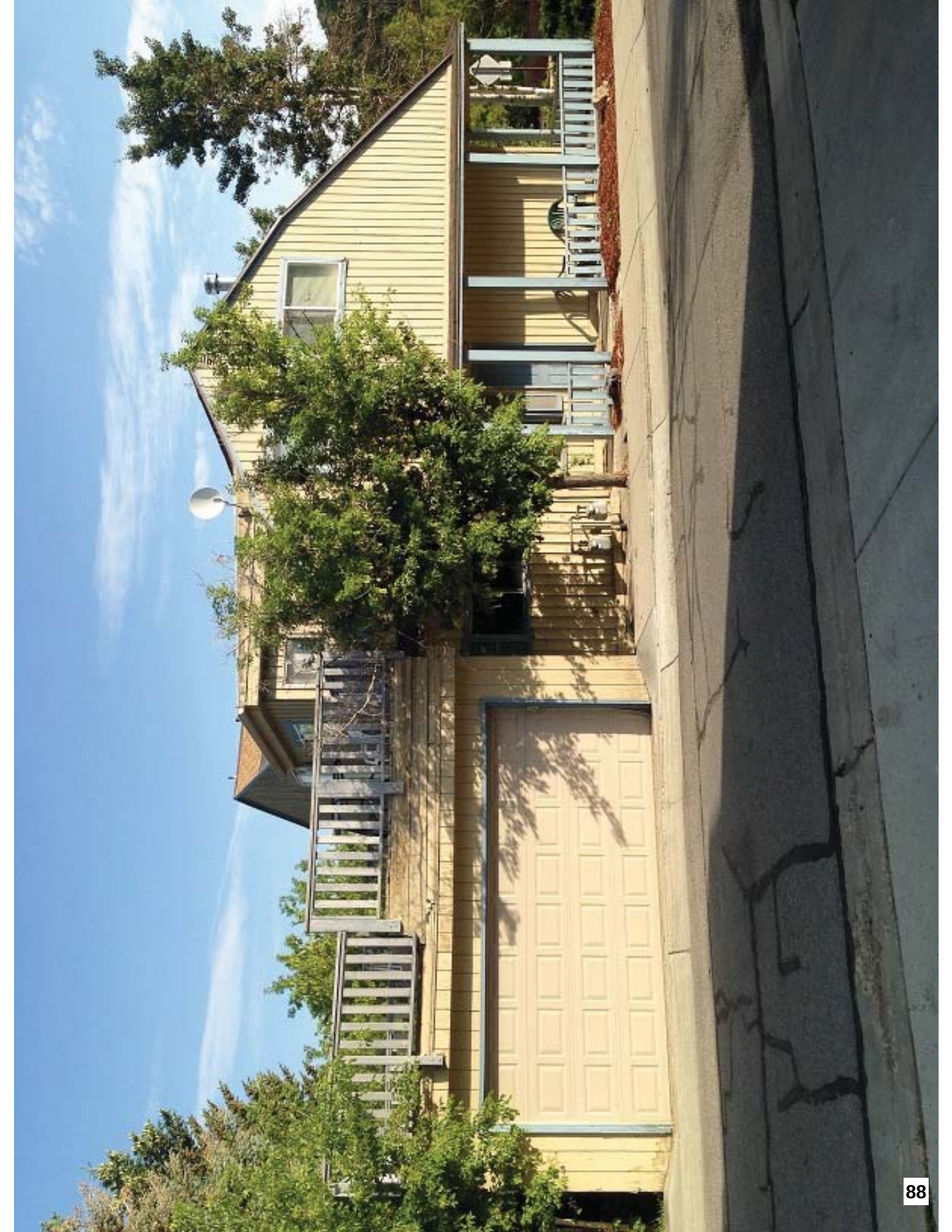
Printed on: 11/24/2020
Imagery courtesy of Google

1 in = 188 feet









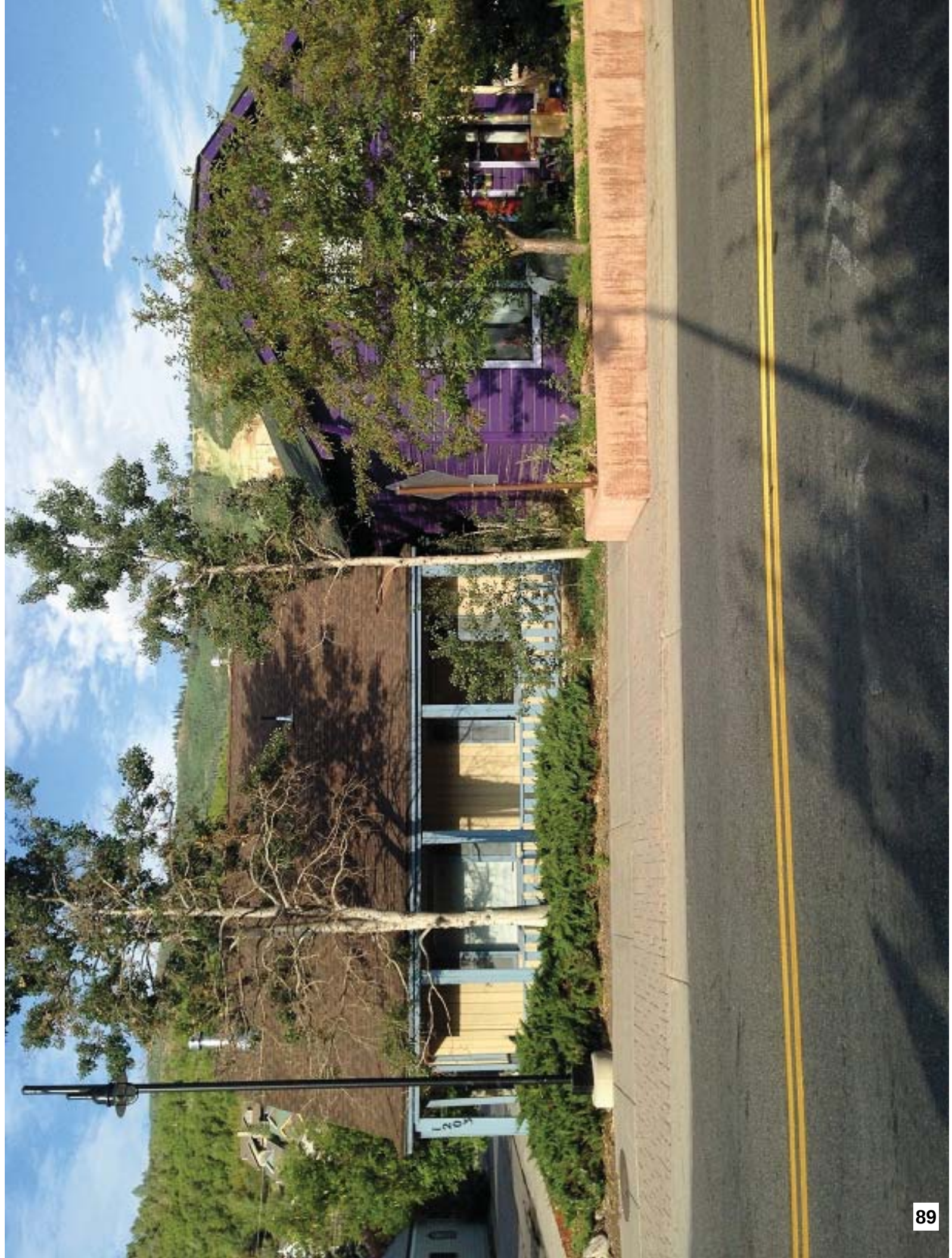


EXHIBIT D

Ordinance No. 2018-26

AN ORDINANCE APPROVING THE ANDERSON PLAT AMENDMENT LOCATED AT 1203 PARK AVENUE, PARK CITY, UTAH.

WHEREAS, the owners of the property located at 1203 Park Avenue have petitioned the City Council for approval of the Plat Amendment; and

WHEREAS, on April 25, 2018, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, on April 25, 2018, proper legal notice was sent to all affected property owners; and

WHEREAS, the Planning Commission held a public hearing on May 9, 2018, to receive input on plat amendment; and

WHEREAS, the Planning Commission, on May 9, 2018, forwarded a positive recommendation to the City Council; and,

WHEREAS, on May 31, 2018, the City Council held a public hearing to receive input on the plat amendment; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Anderson Plat Amendment at 1203 Park Avenue.

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

SECTION 1. APPROVAL. The Anderson Plat Amendment at 1203 Park Avenue, 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 1203 Park Avenue.
2. The property is in the Historic Residential-Medium (HRM) District.
3. The subject property consists of all of Lot 1 and the south ½ of Lot 2, Block 6, Snyder's Addition to Park City. The proposed plat amendment creates one (1) lot of record.
4. Though constructed prior to 1938 and over fifty (50) years old, the site is not designated as historic on the Park City Historic Sites Inventory (HSI) as it does not meet the criteria for either Landmark or Significant. The house has been significantly altered by non-historic additions that have significantly altered the house's Essential Historical Form and diminished its historic integrity.

5. On December 14, 2014, the City notified the property owner at 1203 Park Avenue via certified mail that the area on his side of the fence was owned by the City and the City would give permission to use this property; however, the owner of 1203 Park Avenue did not have any "permanent right, title, or interest of any kind" vested in the area to the east of the fence as the "City may, at some future date, elect to remove the fence and not have City property on your side of the fence." The letter indicated that the owner waived any right to compensation for the loss of improvements made to the east side of the fence as this property did not belong to him.
6. In 2016, the applicant submitted a Historic District Design Review Pre-application to discuss development opportunities and renovation of the house. As a follow-up to the Design Review Team (DRT) meeting, staff informed the applicant via email on September 1, 2016, that the lot size did not meet the minimum requirements for a duplex and that additional research would be needed to show the duplex was constructed legally. The applicant has not provided any additional evidence to show the applicant was constructed legally, nor has staff uncovered any additional documentation verifying the legal construction of the duplex.
7. On March 24, 2017, the City received a Plat Amendment application for the Anderson Plat Amendment located at 1203 Park Avenue; the application was not complete as staff requested the applicant provide additional required information in order to move forward with processing the application.
8. During staff's review of the materials submitted, staff reaffirmed that the building is an illegal duplex. In the HRM Zoning District, Duplexes are an Allowed Use only when a minimum lot size of 3,750 square feet is provided; the applicant's lot size is 2,812.5 square feet. Staff continued to work with the owners' representative, architect Michael Stoker, through June 2017, emphasizing that staff could not move forward on this plat amendment unless the applicant either consented to a Condition of Approval to remove the illegal duplex use or the applicant prove the use had been approved.
9. On January 11, 2018, Code Enforcement received a formal complaint from a member of the public that had tried to rent the apartment, but had discovered that it was an illegal duplex. Code Enforcement Officer Shelley Hatch emailed the owner a copy of the Notice of Violation on January 30, 2018, and posted the property on the same day.
10. On February 20, 2018, the applicant submitted updated information for the plat amendment application. The application was complete on March 9, 2018.
11. No HDDR application has been submitted at this time. There has been no evidence or proof submitted in order for the Planning Director to make a determination that this was a legally constructed duplex; at this time, Building and Planning Department staff have moved forward with correcting the illegal duplex use.
12. The Plat Amendment removes one (1) lot line going through the existing structure.
13. The property currently contains 2,812.5 square feet. The property abuts Park Avenue on the east side of the house and 12th Street to the south.
14. The proposed Plat Amendment combines the property into one (1) lot measuring 2,812.5 square feet.

15. The existing house is an illegal duplex as it does not meet the lot size requirements for a duplex in the HRM zoning district and no evidence was presented with the application indicating that the duplex was allowed legally, nor has owner requested a determination that the use was a legal non-conforming use. The applicant has proposed to redevelop the house into a single-family dwelling; however, no Historic District Design Review (HDDR) application has been submitted at this time.
16. A Duplex is defined by the LMC as a Building containing two (2) Dwelling Units.
17. A Dwelling Unit is defined by the LMC as a Building or portion thereof designed for Use as the residence or sleeping place of one (1) or more Persons or families and includes a Kitchen, but does not include a Hotel, Motel, Lodge, Nursing Home, or Lockout Unit.
18. A single family dwelling is an allowed Use in the HRM zoning district and requires a minimum lot size of 1,875 square feet; the lot size complies with this requirement.
19. A duplex dwelling is an allowed Use in the HRM zoning district and requires a minimum lot size of 3,750 square feet; the lot size does not comply with this requirement.
20. The minimum lot width in the HRM zoning district is 37.5 feet; this lot complies with a lot width of 37.5 feet.
21. The required front yard setback is 10 feet; the existing front yard complies at 15 feet.
22. The required rear yard setback is 10 feet; the existing rear yard setback does not comply at 0 feet as the garage encroaches over the west property line.
23. The required side yard setbacks are 5 feet; the existing side yard setbacks do not comply as the house is 2 feet along the north property line and the garage has a 0 foot setback along the south property line.
24. There are several encroachments on this site that have been verified by the existing conditions survey. The existing garage and concrete pathways encroach into the 12th Street right-of-way. Along the west property line, a portion of the garage encroaches onto the neighboring City-owned property at 1255 Park Avenue (Park City Library).
25. In 1992, the City constructed the fence in order to prevent cars parked in the Library parking lot from shining lights into the houses to the east.
26. There is no maximum building footprint requirement in the HRM zoning district. The house has to meet the required setbacks.
27. All findings within the Analysis section and the recitals above are incorporated herein as findings of fact.

Conclusions of Law:

1. There is good cause for this Plat Amendment.
2. The Plat Amendment is consistent with the Park City Land Management Code and applicable State law regarding lot combinations.
3. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
4. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. A ten feet (10') wide public snow storage easement will be required along the Park Avenue and 12th Street frontages of the property and shall be shown on the plat.
4. The property owner shall remove the portions of the c.1974 garage that encroaches into the City-owned property at 1255 Park Avenue along the west elevation as well as the portion of the garage that encroaches onto the 12th Street right-of-way on the south elevation. This shall be completed prior to recordation of the plat amendment with the Summit County Recorder's Office.
5. The applicant shall enter into a written agreement with the City specifying that the second Kitchen will be removed no later than June 29, 2018, and the duplex unit will not be rented individually;
6. The illegal duplex use shall be removed prior to recording the plat with Summit County Recorder's Office.
7. A note shall be added to the plat stating that residential fire sprinklers will be required for all new construction per requirements of the Chief Building Official.

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

PASSED AND ADOPTED this 31st day of May, 2018.

PARK CITY MUNICIPAL CORPORATION


Andy Beerman, MAYOR

ATTEST:


City Recorder



APPROVED AS TO FORM:


Mark Harrington, City Attorney

Attachment 1 – Proposed Plat

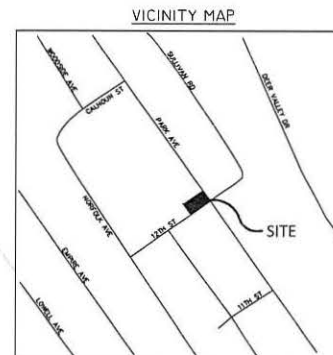
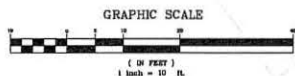


ANDERSON PLAT AMENDMENT

LOCATED IN SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4
EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY,
UTAH

SURVEY MONUMENT IN
INTERSECTION OF 14TH
STREET AND PARK
AVENUE

SYMBOL LEGEND	
	STREET CENTER LINE
	LOT AND BLOCK LINES
	LOT LINE TO BE REMOVED
	STREET MONUMENT



SURVEY MONUMENT IN
INTERSECTION OF 12TH
STREET AND PARK
AVENUE

SURVEYOR'S CERTIFICATE

IN ACCORDANCE WITH SECTION 10-9a-603 OF THE UTAH CODE, I, CHAD A. ANDERSON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE NUMBER 7736336 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT.

FURTHER CERTIFY THAT THIS PLAT AMENDMENT WAS PREPARED BY ME AND UNDER MY DIRECTION IN ACCORDANCE WITH THE REQUIREMENTS OF THE PARK CITY MUNICIPAL CORPORATION.

CHAD ANDERSON
PROFESSIONAL LAND SURVEYOR

DATE



DEED DESCRIPTION

ALL OF LOT 1 AND THE SOUTH 1/2 OF LOT 2, BLOCK 4, SNYDER'S ADDITION TO PARK CITY, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE.

BOUNDARY DESCRIPTION

ALL OF LOT 1 AND THE SOUTH 1/2 OF LOT 2, BLOCK 4, SNYDER'S ADDITION TO PARK CITY, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE.

BASIS OF BEARING

THE BASIS OF BEARING IS NORTH 33°59'00" WEST BETWEEN THE SURVEY MONUMENT IN THE INTERSECTION OF PARK AVENUE AND 12TH STREET AND THE SURVEY MONUMENT IN THE INTERSECTION OF PARK AVENUE AND 14TH STREET.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT (I/WE) THE UNDERSIGNED OWNER(S) OF THE TRACT(S) OF LAND SHOWN AND DESCRIBED ON THIS SUBDIVISION PLAT, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS AND EASEMENTS TO BE HEREAFTER KNOWN AS THE MAYNES SUBDIVISION AMENDED, DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS ____ DAY OF _____, 20__.

TEE OWNER (OR AGENT) _____ PRINTED NAME _____ DATE _____

TEE OWNER (OR AGENT) _____ PRINTED NAME _____ DATE _____

ACKNOWLEDGEMENT

STATE OF _____ S.S.
COUNTY OF _____

ON THIS ____ DAY OF _____, 20__, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED, NOTARY PUBLIC IN AND FOR SAID COUNTY OF _____, IN SAID STATE OF _____, THE SIGNER OF THE ABOVE OWNER'S DEDICATION, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES MENTIONED AND THAT SAID CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES: _____

SEAL _____ SIGNATURE - NOTARY PUBLIC
RESIDING IN _____ COUNTY, _____

RECORDER

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____

DATE _____ TIME _____ BOOK _____ PAGE _____

FEE _____

SIGNATURE - SUMMIT COUNTY RECORDER _____

ELEMENT LAND SURVEYING 2296 SOUTH 270 EAST, HEBER CITY UT 84032 801-592-5975 & 801-657-8748



SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS

ON THIS ____ DAY OF _____, 2017.

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION

ON THIS ____ DAY OF _____, 2017.

CHAIRMAN

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE.

ON THIS ____ DAY OF _____, 2017.

PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM.

ON THIS ____ DAY OF _____, 2017.

PARK CITY ATTORNEY

CERTIFICATE OF ATTEST

I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL.

ON THIS ____ DAY OF _____, 2017.

PARK CITY RECORDER

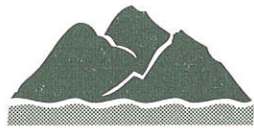
COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL.

ON THIS ____ DAY OF _____, 2017.

CLERK

EXHIBIT E



SNYDERVILLE BASIN

WATER RECLAMATION DISTRICT

2800 HOMESTEAD RD, PARK CITY, UT 84098

WWW.SBWRD.ORG

T 435-649-7993

F 435-649-8040

January 19, 2021

Liz Jackson
Park City Planning Dept.
P.O. Box 1480
Park City, UT 84060

RE: Anderson Plat Amendment
(1203 Park Ave.)
Plat Approval

Dear Ms. Jackson:

The Snyderville Basin Water Reclamation District has reviewed the referenced plat and has determined that it conforms to District regulations. We are therefore prepared to sign the plat.

The applicant should contact me to schedule a time for plat signing after the Owner's Dedication has been signed.

Sincerely,

Bryan D. Atwood, P.E.
District Engineer

cc: Project File

EXHIBIT F

SENT CERTIFIED RETURN RECEIPT

RE: Reed Anderson

3439 Riviera Drive

San Diego, CA 92109

Dear Property Owner at 1203 Park Avenue, Park City, UT:

As part of the renovation at the 1255 Park Avenue (Carl Winters Building) a site plan was done (see attached). The site plan shows that a City placed fence left a sliver of City property on your side of the fence. This letter is to inform you that the City is giving you permission to use this property.

No permanent right, title, or interest of any kind shall vest in the Owner of 1203 Park Avenue by virtue of this letter. Any property interest hereby created is a revocable license, and not an easement or other perpetual interest. No interest shall be perfected under the doctrines of adverse possession, prescription, or other similar doctrines of law based on adverse use, as the use hereby permitted is entirely permissive in nature.

The City may, at some future date, elect to remove the fence and not have City property on your side of the fence. To the extent that removing the fence causes any improvements you may have made on this property, you waive any right to compensation for the loss of improvements.

Sincerely,

Matthew A. Twombly
Senior Project Manager

Council Agenda Item Report

Meeting Date: March 18, 2021

Submitted by: Celia Peterson

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Authorize the City Manager to Execute a Professional Services Agreement with MSW Consultants to Conduct a Safe, Efficient, and Data-Driven Waste Characterization Field Operation for Park City's Downtown Business Improvement District (BID), with an Additional Study to Analyze the Composition of Park City's Residential Waste, in an Amount Not to Exceed \$37,000.00

(A) Public Input (B) Action

Suggested Action:

Attachments:

[Waste Characterization Study Staff Report](#)

[Exhibit A: Proposal from MSW Consultants](#)

City Council Staff Report

Subject: Request to Authorize the City Manager to Execute a Professional Services Agreement with MSW Consultants for Waste Characterization Study

Author: Celia Peterson

Department: Sustainability

Date: March 18, 2021

Type of Item: Administrative

Summary Recommendation

Authorize the City Manager to execute a professional services agreement with MSW Consultants to conduct a safe, efficient, and data-driven waste characterization field operation for Park City's downtown Business Improvement District (BID), with an additional study to analyze the composition of Park City's residential waste.

Background

The Park City Vision 2020 process identified zero waste as a priority for the Environmental Leadership pillar.

The BID currently struggles with less than optimal waste disposal; the common dumpsters frequently overflow, are filled with materials that could otherwise avoid the landfill, and a functional system for landfill diversion does not currently exist. A waste characterization study is needed to understand the composition of waste generated within the BID and how it might be better managed. This study will identify waste amounts to guide future City policy and potential programs to reduce landfill waste in cooperation with the BID.

A Request for Proposals (RFP; [link](#)) was issued on February 17, 2021, with proposals due by March 4, 2021. Two proposals were received and ranked based on criteria included within the RFP. The proposal from MSW Consultants ranked significantly higher than the other submitted proposal. Included as Attachments with the RFP, studies contracted by City staff detailed previous outreach and research efforts to improve landfill diversion. As part of this waste characterization study, additional outreach to businesses is included in the Scope of Services. MSW Consultants plan to work closely with downtown merchants, as well as the Historic Park City Alliance.

Funding Source

Waste characterization for the BID will cost \$25,000.00. An option to include an analysis of the composition of residential wastes adds an additional cost of \$12,000.00. Funding for both studies, i.e. \$37,000.000, has been secured within the Environmental Sustainability and Economic Development budgets, as this work was contemplated during the FY21 budget process as a priority.

Exhibit A- Proposal from MSW Consultants



March 4, 2021

Proposal for
**Waste Characterization for the Downtown
Park City Business Improvement District**





 This proposal was delivered electronically. If it is necessary to print a hard copy, please use recycled-content/FSC-certified paper and recycle when no longer needed.



March 4, 2021

Ms. Celia Peterson
Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060

Subject: Proposal for Waste Characterization for the Downtown Park City Business Improvement District

Dear Ms. Peterson:

MSW Consultants is pleased to provide this proposal to Park City Municipal Corporation to characterize the Downtown Park City Business Improvement District waste stream, with an option to add an additional effort to characterize Park City's residential waste stream.

Through our extensive waste characterization expertise and experience in developing waste diversion strategies for institutional, commercial, and public sector clients, MSW Consultants is uniquely qualified to complete the scope of work detailed in the issued RFP. In particular, we have performed similar waste composition studies across the National Park system that have many similar facets to this engagement. National Parks have peak and off-peak visitation; a range of different waste generators spanning retail, food service, offices, and other services; and multiple entities tasked with the responsibility for waste management, diversion, and sustainability. MSW Consultants brings a keen understanding of these business and market dynamics, combined with our strong operational experience in formulating and executing waste composition studies to inform all stakeholders. Additionally, as shown in the Summit County Waste Composition Study which we completed in 2019, we have proven our ability to perform successfully in Park City.

Full details regarding our qualifications and approach are contained in our proposal herein. Please do not hesitate to contact me at (407) 380-8951 or jculbertson@mswconsultants.com if you have any questions. Thank you for your consideration.

Sincerely,

MSW CONSULTANTS

John Culbertson
Vice President

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Waste Characterization for the Downtown Park City Business Improvement District

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Project Team	5
Proposed Approach & Schedule	6
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Cost Proposal	8

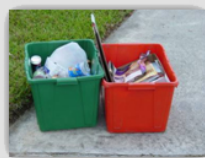
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PROPOSAL

COMPANY OVERVIEW



MSW Consultants is a specialized consulting company whose key management staff have over 100 years combined experience providing municipal solid waste management planning, recycling program assessment, collection program productivity analysis and routing, solid waste cost-of-service and rate development, waste composition and generation studies, litter and marine debris management, procurement assistance, and implementation assistance for local governments and institutions across the nation.. MSW Consultants was created in name in 2002 and legally established as a Maryland Limited Liability Company (LLC) in 2004. The firm converted to a Florida LLC in 2014 and is currently headquartered in Orlando. The firm's client base has expanded to over 125 city, county, state, and private organizations across the U.S., served by 15 staff and associates. MSW Consultants provides the following menu of solid waste consulting services:



SOLID WASTE MANAGEMENT PLANS

- SWMPs and Zero Waste Plans
- Overview of waste management systems and technologies
- Stakeholder committee facilitation
- Public education and outreach strategies

RECYCLING/COMPOSTING

- Recycling system planning
- Recycling container monitoring programs
- Single stream recycling analysis
- Volume-based pricing (Pay-As-You-Throw) program and rate development
- Organic waste diversion and composting program assistance

COLLECTION OPTIMIZATION

- Refuse, recycling, yard waste and bulky waste productivity analysis and improvement
- Automated and single-stream collection conversion assistance
- Front-load and roll-off efficiency analysis and service rate development
- GPS, event tracking, RFID and onboard data collection system development
- Route development, route balancing, and area/path re-routing

FINANCIAL ANALYSIS

- Solid waste system full-cost-of-service studies
- Enterprise fund development
- Lifecycle cost development
- Solid waste enterprise fund service rate development

- Facility processing/tip fee analysis
- User fee and non-ad valorem assessment rate development

COLLECTION, DISPOSAL AND RECYCLING PROCUREMENT SERVICES

- Solid waste, recycling, yard waste and bulky waste collection procurement assistance
- Contract/franchise system analysis
- Managed competition assistance
- Contract negotiation assistance

WASTE COMPOSITION AND GENERATION ANALYSIS

- Sampling plan development
- Waste composition field sampling and sorting
- Statistical analysis
- Waste generation rate studies
- Institutional and commercial waste audits and recycling program improvement
- Visible litter studies and litter/illegal dumping research

SOLID WASTE ENGINEERING

- Facility permitting and permit modifications
- Plans and specifications, construction management and contract monitoring
- Transfer station facility siting, design and optimization
- Compost facility siting, design and operations support
- Recyclables drop-off and MRF design, equipment procurement

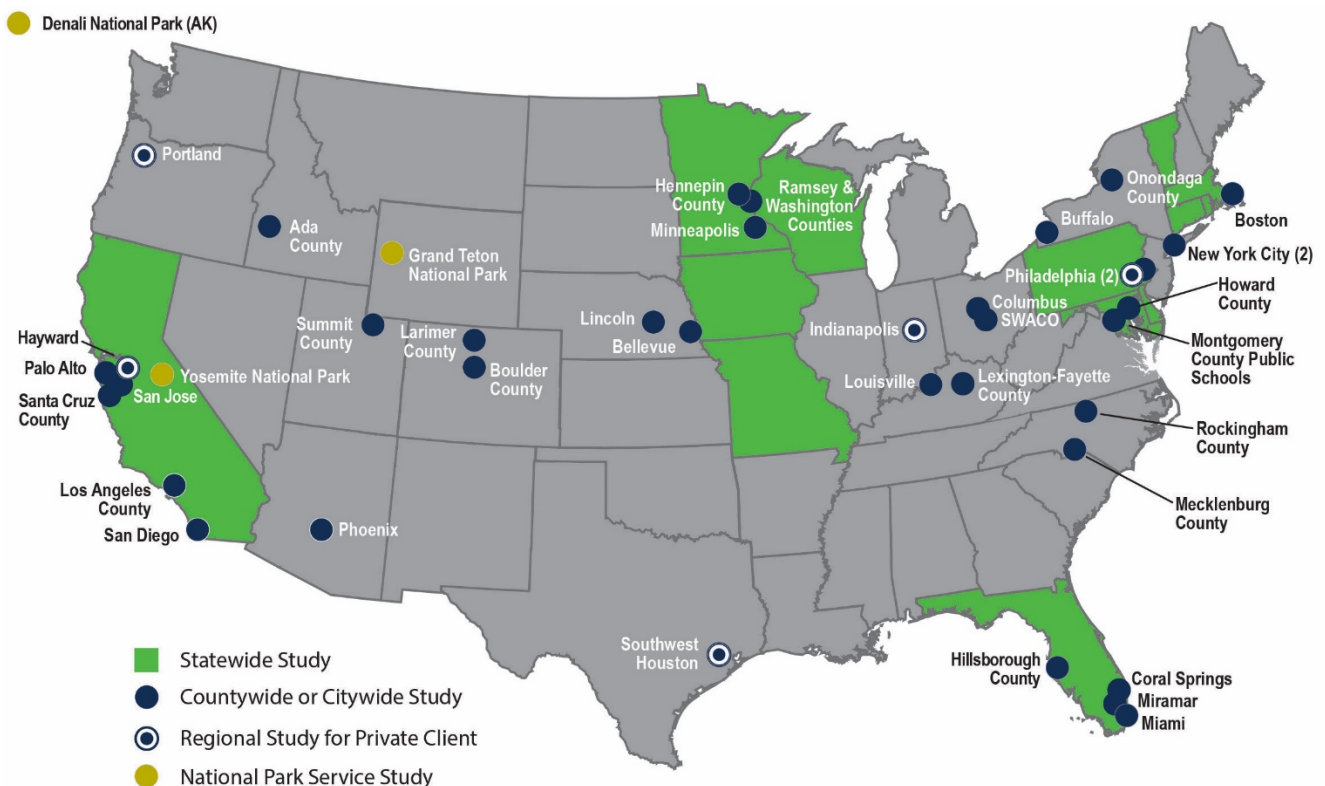
Florida – Pennsylvania – Maryland
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PROPOSAL

WASTE CHARACTERIZATION EXPERIENCE

MSW Consultants is a leading national provider of large-scale, multi-season, multi-stream waste characterization services for federal agencies including National Parks, state agencies, counties, cities, and large institutional and commercial waste generators. MSW Consultants has participated in the majority of the statewide waste characterization studies performed in the U.S. over the past ten years. MSW has assisted major U.S. cities, counties and states to characterize material streams in the pursuit of increased diversion through strategic and efficient material recovery programs. We specialize in developing sound sampling plans and applying sorting methodologies that produce quality data to answer increasingly complex questions about material streams that help clients implement solutions to increase diversion from landfill. The map shown below presents MSW Consultants' extensive experience in designing and implementing waste characterization studies.

MSW Consultants Large-Scale Waste Characterization Experience



Note: Florida and Pennsylvania statewide studies were performed by key MSW staff while working for prior employers.

MSW Consultants provides an unparalleled value in the performance of waste characterization studies. Our experience offers clients a host of benefits, including:

- ◆ **Understanding the reasons why waste generators perform waste stream analyses.** Materials management in the Historic Park City District is extremely complex due to the expansive area, widely distributed and varied material generation and sources, and high out-of-town patronage with “peak visitation” and corresponding peak and off-peak materials generation. Data-driven waste characterization informs all facets of waste and diversion planning. In the right hands, this

data can be applied to target priority materials, develop standard programs, education strategies and collections systems that improve internal operations while influencing staff and public behaviors that benefit District-wide materials management performance.

- ◆ **A commitment to health and safety.** MSW Consultants maintains a customized, written Safety and Health Plan specifically to govern our operational practices and PPE requirements for the performance of waste characterization studies and waste audits. Our health and safety program for waste characterization studies at landfills, waste-to-energy plants, transfer stations and MRFs has been independently certified through ISNetwork. We have adapted safety practices to comply with COVID-19 guidelines in accordance with CDC guidelines and work with each client to assure COVID-19 compliance.
- ◆ **A detailed understanding of maximizing collection efficiency in combination with leveraging recyclable commodity markets.** MSW Consultants applies waste stream composition data to determine the preferred materials to target while evaluating the efficiency of recovery these materials in the current system. This combination of knowledge is applied to the markets or end-users of the materials so that we define material categories accurately and recover and divert materials that meet market specifications.
- ◆ **Accurate and efficient sorting procedures.** MSW Consultants has developed the industry's most transparent and verifiable system for achieving highly accurate results. We will train locally based laborers to sort materials for the MSW and recycling study, sorters to place materials into clearly labeled bins, which are monitored by our crew chiefs for accuracy throughout the study.
- ◆ **Specialized data management.** MSW Consultants has developed its *WasteInsight™* online resource to provide user-friendly, organized access to material stream characterization data, including sample weights and photographs. It also allows clients to generate and download composition results filtered by location, date, material stream, and other attributes. The exhibit below portrays the workflow when using *WasteInsight™* to track material quality and value on an ongoing basis.



- ◆ **Real-time app-based data management:** MSW Consultants has developed the industry's leading apps for waste characterization data entry and management. Armed with rugged tablet computers, our field operation staff have the benefit of a suite of data entry tools that provide real-time QA/QC for both manually sorted and visually surveyed samples.

PROPOSAL

RELATED PROJECT EXPERIENCE

The following table summarizes MSW Consultants' relevant waste characterization experience over the last several years.

MSW Consultants Waste Characterization Project Experience

Client/Year/Project	Client/Year/Project
Chittenden Solid Waste District (CSWD) (Ongoing) Residential Waste Composition Study	Big Bend National Park, TX (Ongoing) Waste Characterization Study
City of Reading, PA (2020) Residential Waste/Recycling Composition Analysis and Procurement Support	Confidential Restaurant, Locations in Five States (2020) Waste Quantification and Audit
Solid Waste Authority of Central Ohio (SWACO), (2019) Seasonal Waste Characterization Study	ReCommunity - Philadelphia, PA (2019) Single Stream Recycling Characterization Study
Boulder County, CO (2019) Waste Characterization Study (MSW and C&D)	Summit County, UT (2019) Waste Characterization Study
New York City Sanitation Dept. (2018, 2017, 2014, 2013) Various Waste Characterization Studies	CalRecycle, CA (2018, 2014) Statewide Disposal Facility Waste Characterization Studies (MSW and C&D)
City of Philadelphia, PA (2017) Residential Waste Characterization Study	Dakota County, MN (2017) 12 Municipal Bldg. Sorts (Trash, Recycling, Organics)
Progressive Waste Solutions/City of Miramar, FL (2017) Single Stream Recycling Composition Analysis	Grand Teton National Park, WY (2016) Waste Characterization Study
Denali National Park, WY (2016) Waste Characterization Study	Hennepin County, MN (2016) Residential Waste Audit and Recycling Analysis
Progressive Waste Solutions/City of Miami, FL (2016) Single Stream Recycling Composition Analysis	Louisville Metro Government, KY (2016) Waste Characterization Study (MSW and C&D)
Marriott International (2016) Waste Audit for 3 Hotel Classes in the Philadelphia Region	City of Phoenix, AZ (2015) Residential Waste Characterization Study
Yosemite National Park, WY (2016) Waste Characterization Study	Wildlife Conservation Society, NY (2014) Bronx Zoo Waste and Recycling Audit Diversion Optimization Plan
City of Philadelphia/ReCommunity (2015) Single Stream Composition Analysis	Waste Management/City of Hayward, CA (2014) MRF Audit
City of Boston, MA (2014) Residential Food Waste Diversion Pilot test	New York City Transit Authority, NY (2013) System Waste Audit
Progressive Waste Disposal/Hillsborough County, FL (2014) Waste Characterization Study	Lexington-Fayette Urban County Government, KY (2014) Countywide Waste Stream Analysis (MSW and C&D)
Ramsey County, MN (2014) Waste Composition Study	Cabin John Shopping Center, Potomac, MD (2007) Business Waste and Recycling Audit
The Universities at Shady Grove, Rockville, MD (2007) Business Waste and Recycling Audit	

REFERENCES

The references below have been included because they reflect related project work, we have performed in Utah and surrounding states. Additional references are available upon request.

Client/Project	Reference
Grand Teton National Park, WY Waste Characterization Study	Margaret Wilson, Planner Grand Teton National Park -Office of Planning and Compliance (307) 739-3390 margaret_wilson@nps.gov
Summit County, UT Waste Characterization Study	Tim Loveday, Superintendent Solid Waste Division (435)336-3983 tloveday@summitcounty.org
Boulder County, CO Waste Characterization Study	Cody Lillstrom, Zero Waste Program Manager Boulder County (720) 564-2757 jlillstrom@bouldercounty.org

PROJECT TEAM

We are introducing the following experienced team members who will be responsible for managing and performing this project.

JOHN CULBERTSON, VICE PRESIDENT

Principal-in-Charge/Technical Advisor

John Culbertson is a Principal with Florida-based MSW Consultants, a management consulting company specializing in the waste and recycling industry. He has dedicated his career to providing solid waste management and recycling planning, financial analysis, procurement, and program optimization consulting services to federal, state, county, and city organizations across the US. He specializes in helping municipalities implement integrated waste management strategies that align policy, education, revenue mechanisms, service contracts, and programs for effective diversion and environmentally sound waste management. He is a nationally recognized expert in the field of waste characterization, having managed large-scale studies for 10 state agencies, dozens of county and local governments, and numerous commercial and institutional generators. He has also managed or performed solid waste cost-of-service and rate studies for city and county governments in 12 states.

CARL MUTH, ANALYST

Project Manager

Carl Muth brings an academic background in Social Sciences, Communications, and Marketing. Carl specializes in field data collection and analysis for the company's material characterization and capture rate studies. Though only with MSW for a few short years, Carl has managed dozens of composition audit events and has extensive experience developing study designs and training materials for use with the *WasteInsight*™ GAP System, MSW's proprietary data management platform. Additionally, Carl conducts benchmarking efforts to support a wide variety of MSW projects and acts as field supervisor for MSW's recycling cart monitoring program for clients throughout the US.

PROPOSAL

FRANCESCO CANEPA, ANALYST

Field Operations Support

Frank is an experienced member of MSW Consultants with an academic background in economics and a passion for creating a positive impact on the environment. Frank is the firm's lead financial analyst and has created the firm's cost-of-service and rate model used on projects for multiple public sector clients. He also has extensive experience as a crew chief and in logistics for multiple waste characterization studies, recyclables audits, gate surveys, and other field work for clients across the country.

PROPOSED APPROACH & SCHEDULE

BASELINE PROJECT APPROACH

MSW Consultants offers a proven approach to 1) coordinate and conduct a safe, efficient, and data-driven waste characterization field operation for Historic Park City and efficiently assimilate waste characterization data into a concise, graphical analysis and summary report. Key elements of our approach are itemized below.

Waste Generation Analysis: MSW Consultants will compile available data to estimate generated refuse, recycling, and organics at critical points throughout the service area. The analysis will delineate wastes by business type. The composition data collected in the remaining phases of our approach will be applied to this estimated annual generation to fully characterize the waste and recycling streams.

Sampling Plan: MSW Consultants will work closely with the Park City to confirm a study design/sampling plan that produces the data needed. The table below is offered as a preliminary distribution of samples across the different generator types identified by the City in the RFP. We will validate this preliminary sampling plan as the first step of the project, if awarded. The final sampling plan may be modified to reflect additional information made available during the project planning phase.

Preliminary Sampling Plan

Generator Type	Material Stream		
	Waste	Recycling	Organics
Lodging	2	1	1
Professional Office	4	2	1
Restaurant	6	2	1
Retail	9	4	1
Gallery	3	2	1
Theatres, Museums, Event Venues, and Similar Uses	1	1	1
Total	25	12	6

Other elements of our approach and the study design/sampling plan are briefly discussed below.

Project Initiation: The project initiation will include a kick-off phone call, issuance of data request, discussion of schedule, communications protocol, and targeted generator types and locations to finalize the sampling plan.

Material Definitions: The Project Team proposes to use the material categories used in the previously conducted Summit County Waste Composition Study, though the option is available to customize material definitions to better suit the City's needs if desired.

Sample Weights: We propose to target 150-pound samples of waste, 75-pound samples of recyclables and 50-pound samples of Organics.

Sample Acquisition: We expect to coordinate to identify and select representative locations for material samples. Typically, a sample retrieval team will travel to each generator location, manually load samples, and deliver the samples to a sorting area at the Summit County Landfill staffed by MSW Consultants. It will be critical to obtain samples from generator locations using representative methods of material removal.

Sorting Location: MSW Consultants has obtained permission to sort at the Summit County Landfill, located at 6550 W Three Mile Canyon Rd. Coalville, UT.

Sample Sorting: The Project Team will set up and manage a sort table to systematically sort and weigh all samples delivered to the sorting area. Details will be confirmed after project authorization.

Project Photo Journal: The Project Team will take photos to document the sample retrieval and sortation process, including pictures of any highly recoverable materials that are found to be remaining in the waste stream and/or any instances of excessive contamination within recycled materials.

Data Analysis and Waste Audit Report: The data gathered will be entered into *WasteInsight*TM, an app-based, cloud-enabled data management system for waste composition analysis that includes built-in QA/QC. We will prepare a final report that informs Park City about the results of the study and identifies opportunities for increasing diversion. The report shall describe the purpose, study methodology, sampling plan, and summarizes the essential composition findings for each generator sector.

SCHEDULE

It is proposed that the commercial waste composition analysis be performed over a three-day period. Our understanding is that the peak Summer traffic for Park City is late June or early July and given the available budget we are proposing to complete a single season of composition analysis during this timeframe. MSW Consultants is prepared to provide draft waste composition results within 45 days of completing field work. MSW Consultants shall work with Park City immediately following project authorization to develop a project schedule including the timing of delivery of a draft and final waste diversion plan.

APPROACH FOR OPTIONAL RESIDENTIAL WASTE COMPOSITION ANALYSIS

At the request of Park City, MSW Consultants proposes to extend the field data collection schedule by two additional days (for five days' total) in order to capture and characterize samples of Park City residential wastes. This additional service includes the following steps:

- Development of separate sampling plan for residential wastes.
- Extending the field data collection by two additional sort days at the Summit County Landfill dedicated to residential refuse.
- Back-of-truck grab sampling of inbound loads containing Park City residential wastes.
- Manually sorting of 15 to 20 samples of residential wastes, targeting 200 pounds of material per samples, and sorted into the same categories as were used for the Summit County Waste Composition Study.

PROPOSAL

- A separate, concise report to present the results of the residential waste composition study.

ASSUMPTIONS

Our proposal assumes that Park City shall work cooperatively to help MSW Consultants finalize the sampling plan and waste sorting details. This may require some logistics support such as: coordinating with local businesses and notifying them of sample collection, ensuring access to wastes and recyclables being retrieved from individual businesses; coordination with local haulers to support the study, verifying a work location at the County landfill, etc.

COST PROPOSAL

MSW Consultants will perform the baseline waste composition study for the Historic district for a fee of \$25,000, as shown in the table below.

Budget	
Project Tasks	Fee
Kickoff and Planning	\$4,900
Field Data Collection	\$15,000
Analysis and Reporting	\$5,100
Total	\$25,000

Should the City opt to expand the study to include an analysis of the composition of Park City residential wastes, our budget would increase by \$12,000 to accommodate the additional field data collection and analysis that would be needed.





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