



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
January 27, 2022**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regular 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, January 27, 2022. To participate virtually, follow the public meeting information at www.parkcity.org.

SWEARING IN CEREMONY

4:45 p.m. - Swearing In Ryan Dickey as Council Member of the Park City Council for a Term Expiring January 4, 2024

WORK SESSION

4:50 p.m. - Discuss a Request for Proposal (RFP) for the Development of Indoor Pickleball Courts and Expanded Fitness at the PC MARC along with Master Planning Services for Outdoor Pickleball Courts and Other Amenities at the Park City Sports Complex

[Pickleball RFP Staff Report](#)

5:10 p.m. - Discuss 2022 Legislative Policy Platform

[2022 Legislative Platform Staff Report](#)

5:25 p.m. - Discuss Winter Olympic Special Events Programming

[2022 Olympic Programming Staff Report](#)

[Exhibit A: Olympic Programming Details](#)

5:45 p.m. - Break

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. Bicycle and Pedestrian Plan Community Engagement and Timeline
[Bicycle and Pedestrian Plan Staff Report](#)
[Exhibit A: Draft Bicycle and Pedestrian Plan Needs Assessment](#)
[Exhibit B: Community Survey Summary](#)
2. Incentives for Members of Public Bodies
[Public Bodies Member Incentives Staff Report](#)

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

IV. CONSIDERATION OF MINUTES

1. Consideration to Approve the City Council Meeting Minutes from January 6, 7, and 11, 2022
[January 6, 2022 Minutes](#)
[January 7, 2022 Minutes](#)
[January 11, 2022 Minutes](#)

V. NEW BUSINESS

1. Consideration to Approve Resolution 01-2022, a Resolution Adopting a Temporary Tent and Outdoor Structure Approval Process to Aid Business Operations During COVID-19
(A) Public Hearing (B) Action
[Temporary Structures Staff Report](#)
[Exhibit A: Temporary Structures Review Criteria](#)
[Exhibit B: Temporary Structures Resolution](#)
2. Consideration to Approve Ordinance No. 2022-03, an Ordinance Approving the Founders Place Subdivision Located at 3267 West Deer Hollow Road, Parcel 00-0021-01977 in Park City, Wasatch County, Utah
(A) Public Hearing (B) Action
[Founders Place Subdivision Staff Report](#)
[Exhibit A: Ordinance No. 2022-03](#)
[Exhibit B: Founders Place Subdivision Plat](#)
3. Consideration to Approve Ordinance No. 2022-04, An Ordinance Approving the Founders Place Phase I Condominium Plat Located at 3267 West Deer Hollow Road, Parcel 00-0021-01977 in Park City, Wasatch County, Utah
(A) Public Hearing (B) Action
[Founders Place Condominium Plat Staff Report](#)
[Exhibit A: Ordinance No. 2022-04](#)
[Exhibit B: Founders Place Phase I Condominium Plat](#)
4. Consideration to Approve the Professional Service Contract Not to Exceed \$174,000 with Specific Performance, Inc. in a Form Approved by the City Attorney's Office, for Assistance with the Homestake Lot Development and Furthering the Community's

Affordable Housing Goals
(A) Public Input (B) Action
Specific Performance Staff Report
Exhibit A: DRAFT – Professional Service Agreement – Specific Performance, Inc.
Exhibit B: Consulting Services RFP – Homestake Affordable Housing Development

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

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

Council Agenda Item Report

Meeting Date: January 27, 2022

Submitted by: Ken Fisher

Submitting Department: Recreation

Item Type: Staff Report

Agenda Section:

Subject:

4:50 p.m. - Discuss a Request for Proposal (RFP) for the Development of Indoor Pickleball Courts and Expanded Fitness at the PC MARC along with Master Planning Services for Outdoor Pickleball Courts and Other Amenities at the Park City Sports Complex

Suggested Action:

Attachments:

[Pickleball RFP Staff Report](#)



City Council Staff Report

Subject: Future Recreation Facilities
Author: Ken Fisher, Recreation Director
Department: Recreation Department
Date: January 27, 2022
Type of Item: Administrative

Summary Recommendation

As a result of Council direction received on November 18, 2021, Recreation worked with the Recreation Advisory Board (RAB) and the Park City Pickleball Club to quickly assess existing recreation facilities and determine new opportunities to construct pickleball courts (both indoor and outdoor).

As a result of that collaboration, and work internally among various departments, we seek direction to issue a Request for Proposal (RFP) to consider the scope and construction costs of new indoor pickleball courts at the PC MARC. We also strongly recommend the RFP include consideration of additional PC MARC upgrades, including an expanded indoor fitness space, updating aging aquatics facilities, and updating the outdoor tennis bubble. The RFP also looks to consider pickleball courts and other recreational amenities at the Quinn's Junction PC Sports Complex. The RFP will focus on design services to determine the potential amenities at different sites, cost, and timelines for construction.

Analysis

- On November 18, 2021 the Recreation team presented to City Council on current court usage for tennis & pickleball at the PC MARC along with a discussion on potential future pickleball facilities.
 - [Staff Report](#)
 - [Minutes](#)
- Council supported fast-tracking the development of temporary outdoor pickleball courts at the Park City Sports Complex (Quinn's). After further review and based on cost, timing and resources required to develop temporary courts, we recommend putting the time and resources into developing permanent indoor AND outdoor facilities that are built and designed properly. While demand for additional outdoor pickleball courts is high, the greater demand is for dedicated indoor pickleball courts.
- The RFP would create a master plan for the parcel between the National Ability Center and the existing Gilmore Way adjacent to the Parks maintenance building (attachment 1). The 16.32 acre undeveloped parcel is part of the current Park City Sports Complex, and slated as a future phase of the Sports Complex.

- Council also supported exploration of indoor pickleball courts at the PC MARC. Working with the PC Pickleball Club, indoor courts are the greatest demand and would alleviate competing demands on indoor tennis courts. In addition to indoor pickleball courts, there is a demand for additional fitness space and aquatics- facility renovations that should be included with any PC MARC construction opportunity.
- The RFP will also evaluate replacing the current tennis bubble, purchased in 2007, and due for a major replacement in the near future. The bubble is expensive to own and operate and staff recommends other options that better meet net-zero goals.

Tennis Bubble Expenses FY 17-21

	FY 21	FY20	FY19	FY18	FY17
Natural Gas	\$33,033	\$20,383	\$39,526	\$28,475	\$34,301
Bubble Install & Removal	\$40,969	\$18,849	\$20,665	\$31,201	\$27,868
Total Expense	\$74,002	\$39,232	\$60,191	\$59,676	\$62,169

- The Park City Racquet Club Master Plan Development (MPD) was approved on January 20, 2010. The approval also includes future phases as Item 16 under Conditions of Approval states: *Future phases of Natatorium, Restaurant and Gymnasium expansion are included in this master plan and would be subject to an Amendment to this MPD. The Development Agreement will stipulate per 15-6-4(1) the Amendment will not justify a review of the entire master plan. Future phases will be subject to minimum open space requirements of 30%.*

Public Outreach

Staff worked closely with various user groups to develop the RFP. The RAB and Park City Pickleball Club are key stakeholders. Recreation staff will work closely with the Community Engagement Team to develop an effective plan to engage Park City residents, neighborhoods, and businesses.

Funding Source

No funding is allocated to new recreation facilities, pickleball or otherwise. If Council supports moving forward, we plan to return with a funding discussion as part of the annual FY23 budget process.

Attachments

Exhibit A: Park City Sports Complex Parcel
Exhibit B: PC MARC Parcel

Exhibit A: Park City Sports Complex Parcel



Exhibit B: PC MARC Parcel



Council Agenda Item Report

Meeting Date: January 27, 2022

Submitted by: Michelle Downard

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

5:10 p.m. - Discuss 2022 Legislative Policy Platform

Suggested Action:

Attachments:

[2022 Legislative Platform Staff Report](#)

City Council Staff Report



Subject: 2022 Legislative Policy Platform
Author: Matthew Dias
Department: Executive
Date: January 27, 2022
Type of Item: Informational & Legislative

Summary Recommendations:

Review and, as necessary, amend the proposed “2022 Legislative Platform” policy guidelines. Per Council request, the Platform was updated in 2019 to reflect the inclusion of the newest Community Critical Priority – Social Equity.

As a reminder, last year Park City expanded its representation from one State lobbyist to two, in addition to maintaining our active participation and leadership roles in the Utah League of Cities and Towns, Utah City Manager Association, and Utah Chiefs of Police Association.

Background:

With the 2022 Legislative Session underway, staff anticipates continued challenges as the Legislature convenes in person and conducts its business transparently while also following COVID-19 precautions and social distancing measures. In many regards, it is a double-edged sword.

On the one hand, it is now more accessible for the public and cities and towns to follow the Legislature electronically because we are more accustomed to the virtual work environment. On the other, the remote environment can also be an advantage for those seeking to usurp a transparent and representative legislative process. So much of what transpires on a day-to-day basis is primarily monitored by solid and long-standing relationships, active participation with trade and stakeholders associations, and trust.

We anticipate this year’s focus will include:

- Restraining local government’s ability to regulate growth and development – State-mandated spot-zoning or targeting specific areas for state-controlled development, deregulation of land management codes, zoning, and building regulation;
- New methods to make it easier to build housing, yet not necessarily focused on affordable housing;
- Water, drought, and fire mitigation; and
- Sales tax revenue redistribution and allocation of state surpluses.

Monitoring the State’s legislative activities requires constant Council and staff commitment throughout the 45-day session. For example, PCMC elected officials and staff met with both Senator Winterton and Representative Kholer, attended the Utah

League of Cities and Towns Local Officials Day, and participated in the first of several Legislative Policy Committee meetings.

Despite the unpredictable nature of future legislative actions, staff recommends Council review and, as necessary, amend the proposed “**2022 Legislative Platform.**” The Platform is a policy framework under which staff and elected officials can lobby, support/oppose public policy initiatives, and protect Park City’s independence.

Legislative Platform:

The Legislative Platform was drafted to better define the City’s legislative strategies by providing a foundation for staff and Council-led advocacy efforts at the Federal, State, and local levels. The Platform was deployed several years ago to help identify legislative subject areas of general concern and make recommendations to Council on specific legislation using overarching policy guidelines. The Platform allows Park City’s legislative team to respond to time-sensitive proposals before receiving formal Council direction. A list of tracked bills will be provided to Council each week in real time. This is a necessity between Council meetings—the session moves quickly.

Any formal positions taken by staff or elected officials are to remain consistent with the Platform, and the legislative team will subsequently seek Council affirmation at the next available Council meeting.

Policy Guidelines

Park City Municipal generally supports:

1. Legislation that leads to greater financial independence from Federal and State entities and protects local resources from Federal, State, and other governmental controls;
2. Legislation maintaining maximum local flexibility in all areas of its day-to-day responsibilities, municipal operations, and local land use authority;
3. Legislation that advocates fair and proportionate representation on regional/interlocal boards/commissions; and
4. Legislation that fosters understanding and promotes more equitable access to resources for all residents, visitors and community workforce.

Park City Municipal generally opposes:

1. Legislation that makes the City more dependent on Federal, State, and other governmental agencies for policy direction;
2. Legislation that erodes the City’s broad public safety authority or interferes with local decision-making regarding land use control;
3. Legislation that imposes intrusive, unnecessary or unfunded mandates that preempts local authority and creates unfunded mandates; and
4. Legislation that impedes the equitable administration of public services, justice, and social well-being.

Council Agenda Item Report

Meeting Date: January 27, 2022

Submitted by: Jonathan Weidenhamer

Submitting Department: Sustainability

Item Type: Work Session

Agenda Section:

Subject:

5:25 p.m. - Discuss Winter Olympic Special Events Programming

Suggested Action:

Attachments:

[2022 Olympic Programming Staff Report](#)

[Exhibit A: Olympic Programming Details](#)

City Council Staff Report

Subject: 2022 Olympic and Paralympic-Related Programming in Park City
Author: Jonathan Weidenhamer, Economic Development Manager
Department: Economic Development
Date: January 27, 2022
Type of Item: Work Session

Recommendation

Update the City Council and community about Olympic and Paralympic-related programming in Park City to celebrate the Beijing Winter 2022 Olympic and Paralympic Games and commemorate the 20th year anniversary of the 2002 Salt Lake City Winter Olympic and Paralympic Games.

Background

The 2022 Olympic Games are being held from February 4–20, 2022 and Paralympic Games from March 4-13, 2022 in Beijing. Park City's 2002 Olympic and Paralympic history includes Main Street Celebrations: Deer Valley Resort freestyle moguls, aerials and alpine slalom events; and Park City Mountain Resort alpine giant slalom, snowboarding parallel giant slalom, and snowboarding halfpipe.

During the upcoming Beijing Games, Park City plans to host several public and private programs to celebrate our past and honor Utah and Park City Olympians and Paralympians (past and present). The following is a brief overview of local community activations and events. Locations include Main Street Park City public and private venues, Park City - City Park, the Utah Olympic Park, and more.

 2022 WINTER PROGRAMMING 				
February 1-28	February TBD	February 12	Feb. & March	April
United States Olympic and Paralympic Committee* USOPC hosts Team USA House at the Kimball Terrace for private events. Team USA store will be open to the public.	Main Street Big Screen and Olympic-related Content* Details to follow.	Utah Olympic Legacy Foundation* Community event at Bob Wells Plaza in Historic Park City. Athlete meet and greets, big screen to watch the Games and fire pits, pin trading.	Winter Sports Festival @ City Park* Winter Sport National Governing Bodies will bring "learn to" programming to City Park – figure skating, hockey, speedskating, curling and cross-country skiing.	Youth Sports Alliance Olympic & Paralympic Homecoming Parade** YSA hosts a post-Olympic parade with Utah athletes and future Olympic hopefuls on Main Street.

Future Games: The Salt Lake City-Utah Committee for the Games will continue conversations with USOPC, UOLEF, IOC, and local communities on a future Games.

* Requires Administrative PCMC Event Permit

** Requires City Council Approval

Analysis

On [October 7, 2021](#), a staff communication previewed winter special events and anticipated Olympic programming, including a community Celebration at Bob Wells Plaza and an Olympic and Paralympic Parade with Youth Sports Alliance (YSA). Since then, other community and Olympic partners applied for Special Event Permits and programming opportunities, including:

- Team USA House and pop-up Team USA Store at the Kimball Terrace;
- Olympic Rings tour at Utah Olympic Park - February 7, 2022;
- Watch Party at Utah Olympic Park hosted by the Park City Ski & Snowboard Association - February 10, 2022;
- Winter Sports Festival at City Park for youth to engage with athletes and create learning opportunities to experience winter sports (various dates Feb 5 to March 13, 2022);
- Chamber/Historic Park City Alliance (HPCA) Main Street Viewing – Olympic related programming to be streamed live from Miner's Plaza;
- HPCA and Park City Area Restaurant Association are coordinating with Utah Olympic Legacy Foundation (UOLF) to promote the Olympic spirit through local businesses;
- YSA Olympic and Paralympic Homecoming Parade (April 1); and
- More details on specific events and programming can be found in Exhibit A. The most up-to-date info can be found at [UOLF's 20th-anniversary site](#).

The YSA Parade is the only activity deemed impactful enough to require City Council approval. The YSA traditionally hosts a community parade honoring athletes and Utah Olympians and Paralympians every four years after the Winter Olympics and Paralympics by walking down Main Street. In [2018, the YSA partnered with Thin Air Innovation Festival](#) (p. 57). The YSA Special Event Application includes a Main Street closure and concert on lower Main Street. Before seeking Council approval, the YSA is finalizing scope and completing outreach with the HPCA.

Recently, the United States Olympic Committee selected [Salt Lake City](#) for a 2030 Olympic and Paralympic Winter Games Bid. It is not clear when the International Olympic Committee will select a host for the Games, but it is anticipated after the 2022 Winter Olympics and Paralympics in Beijing close.

Given the community interest and desire to learn more about the work underway by the Salt Lake City-Utah Committee for The Games, the City Council, Summit County Council and UOLF scheduled a joint meeting on February 15th at 2:00 p.m. at the Utah Olympic Park. The meeting will include a briefing by Colin Hilton, President and CEO of the UOLF, and representatives of the Salt Lake City-Utah Committee for the Games including President and CEO Frazer Bullock, and Chairwoman Catherine Raney Norman. The meeting will be streamed live for those seeking online access and will include a comprehensive overview of the work underway, timeline and deliverables, and how the Park City Region is represented and included in those discussions.

Meeting information (time/date/location) will be shared with the public and media well in advance to ensure community participation. Staff anticipates several additional community and elected official briefings provided to both the Park City Council and Summit County Council over the course of the next few years as the discussions evolve.

Attachments

Exhibit A 2022 Olympic Programming Details

Exhibit A: Detailed Description of Olympic Related Events and Programming

United State Olympic and Paralympic Committee (USOPC) – Team USA House - 2022 Olympic Celebration

*requires a Level 2 Special Event Permit – approved administratively.

The U.S. Olympic and Paralympic Committee (USOPC) and the U.S. Olympic and Paralympic Foundation (USOPF) will be hosting donors, partners, sponsors and Team USA friends and family at Kimball Terrace during the Olympic Winter Games this February 3-21, 2022. There will be food and drinks, Team USA watch parties, a speaker series, athlete meet and greets and more. There will also be a Team USA store open to the public with official Team USA apparel.

- The USOPF is hosting a Team USA Hospitality House at the Kimball Terrace address, February 4 – February 20, 2022.
- The Team USA House is will host donors, partners, sponsors and Team USA friends and family during the Olympic Winter Games this February 3-21, 2022. There will be food and drinks, Team USA watch parties, a speaker series, athlete meet and greets and more. Day passes to the venue can be purchased by emailing kate.roberts@usopc.org.
- The Team USA store, located inside Kimball Terrace, will be open daily to the public on February 4th– 20st from 10am – 8pm Sunday through Thursday and 10am – 10pm Friday and Saturday*. The store will sell Team USA apparel from Nike and Ralph Lauren plus an exclusive line of Salt Lake City Anniversary products among other items. **Times are subject to change*
- The U.S. Olympic & Paralympic Foundation is a 501(c)(3) nonprofit that serves as the primary source of philanthropic support for Team USA. Founded in 2013, the USOPF generates critical financial resources that help Team USA athletes reach their full potential, both on and off the field of play. One hundred percent of gifts to the foundation go directly to athletes and the high-performance programming that supports them.
- The USOPC is focused on protecting, supporting and empowering America's athletes, and is responsible for fielding U.S. teams for the Olympic, Paralympic, Youth Olympic, Pan American and Parapan American Games, and serving as the steward of the Olympic and Paralympic movements in the U.S.
- The USOPC oversees the process by which U.S. cities bid to host the Olympic/Paralympic Games.

Utah Olympic Legacy Foundation – 20th Anniversary Celebration

*requires a Level 2 Special Event Permit – approved administratively.

The Utah Olympic Legacy Foundation (UOLF) and Park City celebrate the 20th Anniversary of the 2002 Olympic & Paralympic Winter Games with an afternoon festival featuring a live stream of the Beijing Winter Olympics, sport demos, 2002 athlete meet & greet, pin trading, and more! UOLF will also hang 2002 banners on Main Street light poles.

Exhibit A: Detailed Description of Olympic Related Events and Programming



20th Anniversary Celebration of the 2002 Olympic & Paralympic Winter Games

Celebrate the Past, Look Forward to the Future

Anniversary Celebration in Park City

February 12, 2022

2 pm to 6 pm



Location - Bob Wells Plaza

The Utah Olympic Legacy Foundation and Park City celebrate the 20th Anniversary of the 2002 Olympic & Paralympic Winter Games with an afternoon festival featuring a live stream of the Beijing Winter Olympics, sport demos, 2002 athlete meet & greet, pin trading, and more!

Requirements

Closure of the adjoining parking lot (37 parking spots). No road closures.

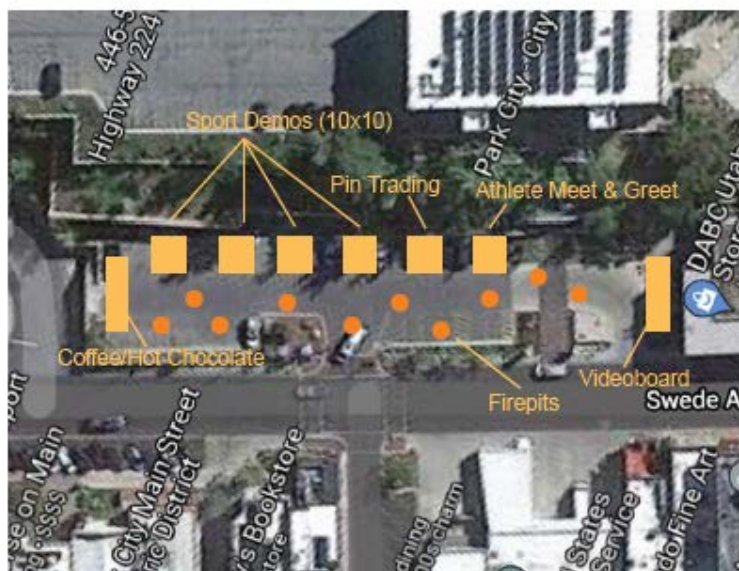
Event Schedule Draft

February 10, 2021: Load-in & Set-up

February 11, 2021: Permitting

February 12, 2021: Event - 2 PM to 6 PM

February 13, 2021: Tear Down & Load-out



KEY FEATURES

Video Board

Airing Beijing Games & 2002 Video

Firepits

Approx. 10-15

Utilize UOLF's existing gas firepits (reminiscent of the 2002 firepits)

Food & Beverage

Lucky One's Coffee & Hot Chocolate
Smores Kits/Cookies (find a downtown vendor for this)

2002 Mascots & Photo Area

Photo ops with the 2002 Mascots

Music

Opportunity for partnership with KPCW
Central MC/DJ Booth

Athlete Component

Athlete Meet & Greet Area

Winter Sport Demos

UOLF Curling Demo
UOLF Laser Biathlon
UOLF Hockey Slap Shot
NAC Demo

Exhibit/Activation

Pin Trading
Participation from Eccles 2002
Olympic Winter Games Museum
Toyota

Exhibit A: Detailed Description of Olympic Related Events and Programming

Winter Sports Festival

*requires a Level 2 Special Event Permit – approved administratively.

During the Olympics and Paralympics, winter sport National Governing Bodies (NGB) will bring “learn to” programming to City Park as a 4-weekend long program while partnering with local sports clubs and nonprofits. Dates include February 5, 6, 11, 12, 13, 19, 20 and March 12 – 13 from 10 a.m. to 4 p.m.

This programming will be free to the public and will offer opportunities to try figure skating, hockey, speedskating, and curling. Additionally, there will be adaptive clinics put on by the Challenged Athletes Foundation and they will be available each day in an effort to make the program fully inclusive to include sled hockey and wheelchair curling. As part of the activation, there will be surprise appearances from Olympic and Paralympic legends as well as access to a warming hut where participants can enjoy free coffee, hot chocolate, and some fun interactive photo opportunities. This program is about sport awareness and the opportunity to participate at all levels. All equipment to participate is free and will be provided to the public and much of the equipment purchased for this program will be donated to local sport clubs in need. We encourage pre-registration for the “Winter Sports Festival presented by Toyota” as we look to fully program all sport sessions.

Youth Sports Alliance Olympic and Paralympic Parade & Community Celebration

*requires a City Council approved Special Event Permit

On April 1, Youth Sports Alliance (YSA) brings our youth as future Olympic hopefuls with returning Utah Olympic and Paralympic Athletes to Main Street. The parade is anticipated to begin at 5:00 p.m., and the community can participate in the spirit of the games, support local businesses, and enjoy festivities on Town Lift Plaza before heading to Lower Main Street for a concert until 7 p.m.

Exhibit A: Detailed Description of Olympic Related Events and Programming

YOUTH SPORTS ALLIANCE presents THE ATHLETES OF PARK CITY NATION
 CENSUS DATE: **1.20.22** POPULATION: **32**

ALPINE SKIING
 Ryan Cochran-Siegle
 Bella Wright

CROSS-COUNTRY
 Rosie Brennan

FREESKI HALFPIPE
 Bubba Newby (Ireland)

FREESKI SLOPESTYLE/BIG AIR
 Mac Forehand
 Alex Hall
 Colby Stevenson
 Maggie Voisin

FREESTYLE/AERIALS
 Chris Lillis
 Megan Nick
 Justin Schoenefeld
 Winter Vinecki

FREESTYLE/MOGULS
 Sabrina Cass (Brazil)
 Jaelin Kauf
 Olivia Giaccio
 Hannah Soar

LUGE
 Ashley Farquharson

NORDIC COMBINED
 Taylor Fletcher
 Jasper Good
 Ben Loomis
 Stephen Schumann
 Jared Shumate

SKELETON
 Andrew Blaser

SKI JUMPING
 Kevin Bickner

SNOWBOARD/HALFPIPE
 Seamus O'Connor (Ireland)

SNOWBOARD/CROSS
 Faye Gulini

SPEED SKATING/LONG TRACK
 Giorgia Birkeland
 Ethan Cepuran
 Casey Dawson
 Ian Quinn

SPEED SKATING/SHORT TRACK
 Maame Biney

Logos and Credits:
 Park City School District Park City Ski & Snowboard YSA Scholarship Recipient Wasatch Freestyle JAMS Winter Welcome
 The Winter Sports School Park City Speed Skating Club Get Out & Play Program Wasatch Luge Club National Ability Center

Competing for the USA unless otherwise noted **Keep watching #YSAParkCityNation**

**further updates are anticipated

Exhibit A: Detailed Description of Olympic Related Events and Programming

20 Year 2002 Olympic and Paralympic Winter Games Celebration Submitted by UOLF

*The most up-to-date info can be found at the [UOLF's 20th-anniversary site](#)

Salt Lake Olympic Winter Games: Friday, February 8 – Sunday, February 24, 2002

Salt Lake Paralympic Winter Games: Friday, March 7 – Sunday, March 16, 2002

Beijing Olympic Winter Games: Friday, February 4 – Sunday, February 20, 2022

Beijing Paralympic Winter Games: Friday, March 4 – Sunday, March 13, 2022

Soldier Hollow Nordic Center

Midway

- **February 4, 2022:** Free Nordic Ski Day from 9 am – 2 pm Lead:
- **February 15, 2022:** Tuesday Night Lights, XC Race Series. Join our race series, offering a fun, low-key opportunity to bring the local Nordic community together. Click [here](#) for additional details.
- **February 22, 2022:** IBU Youth and Junior Biathlon World Championships Opening Ceremony & races. Come watch the world's future Olympians and world-class junior athletes compete at Soldier Hollow.

Utah Olympic Oval

Salt Lake County/Kearns

- **February 18, 2022:** Public skate with discounted admission for \$2.02 includes skate rental + skate pass.
 - o **3-9 PM – Public Skate**
 - o Ice skating show—Kelly Cassity confirming details.

Salt Lake City

- **February 8, 2022:** Gallivan Center Public Skate \$5.00 (50% discount).
- **TBD- Olympic & Paralympic iconic site tour. Visit 6 of 10 sites and redeem for gear—LBR working with VSL if they can build on the back end? If not, we don't have another option for this idea.**
 - o Utah Olympic Oval
 - o Utah Olympic Park
 - o Peaks Arena in Provo
 - o Ogden Ice Sheet / Snowbasin
 - o Soldier Hollow Nordic Center / snowflake
 - o Olympic and Paralympic Cauldron Plaza @ Rice-Eccles – Agitos & Rings
 - o Alf Engen / Quinney / Eccles Museum @ Utah Olympic Park
 - o Champion Run @ DVR
 - o CB's Run @ PCMR
 - o Grizzly Downhill @ Snowbasin

Exhibit A: Detailed Description of Olympic Related Events and Programming

- **April 14, 2022:** Athlete Homecoming Celebration at Governor's Utah State of Sport Awards. Produced by Utah Sports Commission, integrated in to the Utah State of Sport Awards includes Tokyo and Beijing Olympians and Paralympians.

The Ice Sheet at Weber County Sports Complex
4390 Harrison Boulevard
Ogden

- **February 2 or March 2, 2022;** 6:00 – 8:00 pm Learn to Curl, \$20.02 per day. To sign up email: ogdencurlingclub@gmail.com. Presented by the Ogden Curling Club.

University Mall in Orem TBD

Council Agenda Item Report

Meeting Date: January 27, 2022

Submitted by: Austin Taylor

Submitting Department: Transportation Planning

Item Type: Staff Report

Agenda Section:

Subject:

Bicycle and Pedestrian Plan Community Engagement and Timeline

Suggested Action:

Attachments:

[Bicycle and Pedestrian Plan Staff Report](#)

[Exhibit A: Draft Bicycle and Pedestrian Plan Needs Assessment](#)

[Exhibit B: Community Survey Summary](#)



City Council Staff Communications Report

Subject: Pedestrian and Bicycle Plan Update
Author: Austin Taylor
Department: Transportation Planning
Date: January 27, 2022

Summary

In fall 2021, Park City embarked on a developing an updated Pedestrian and Bicycle Plan to recommend new policies, practices, and infrastructure based on public and stakeholder input and best practices. The plan will build upon the success of the 2007 Walkable and Bikeable Neighborhoods Plan, which provided many of the infrastructure projects we take for granted today—pathways, tunnels, raised crosswalks, and bike lanes. The new plan will create a list of capital projects to improve walking and biking conditions over the next fifteen years in Park City.

Background

In 2007, Park City voters approved a \$15m “Walkability” bond to pay for walking and biking infrastructure. The companion 2007 Walkable and Bikeable Neighborhoods Study identified barriers to walking and biking in Park City and recommended a series of infrastructure projects to mitigate those barriers. Now, fifteen years later, nearly all of the projects identified in the 2007 plan were built except for one major project (tunnel or bridge across SR-224 near Snow Creek Drive). That project is in the midst of a feasibility study.

City staff, stakeholders, and consultant, [Toole Design and Union Creative](#), kicked off the project in September 2021. The goal is to combine community input, international best practices, and an analysis of the City’s network to create a new infrastructure project list that will improve conditions in Park City over the the next fifteen years.

Concurrently, the City expects to complete a [Long Range Transportation Master Plan](#) in winter 2022 and a [Short Range Transit Plan](#) in spring 2022. Taken together, these will provide a comprehensive vision for transportation strategies and active transportation in Park City.

Community Engagement

We have worked diligently to capture the community’s vision for walking and biking, collecting public input using the following methods:

- Seven neighborhood walking audits with residents from Old Town, Prospector, Thayne’s Canyon, Park Meadows, and PayDay Drive;
 - The City announced the opportunity for residents to host walking audits on social media and on KPCW’s Local News Hour;

- A public relations campaign of press releases, social media, invitations for walking and biking advocacy groups, a KPCW Local News Hour interview, and a Park Record story about the online survey;
- Postcards sent to every mailing address in Park City inviting people to take the online survey;
- Walking audits and kickoff meetings with an internal steering committee group and community stakeholder group;
- Intercept surveys at Fresh Market, La Hispana, McPolin Elementary, Bonanza Art Park events, Park Silly Market events, and on the 10 White, 101 Spiro, and PC-SLC Connect buses;
- Printed flyer invitations on high foot traffic areas of Main Street, paved pathways, the Rail Trail Master Plan Open House, and high-use bus stops including Old Town Transit Center, Fresh Market, and Park City Library; and
- Discussions and paper surveys at the City's fall Projects Open House.

To date, we received 720 survey responses which are being analyzed and imported into the plan. Survey respondents said they appreciate and use the existing off-street pathway network, but that they do not walk or bike as much as they would otherwise because distances between destinations are far, winter weather makes it tough, and they often feel unsafe.

Exhibit A includes a summary of survey responses.

Needs Analysis

The first chapter of the plan is the Needs Analysis—existing walking and biking conditions in Park City and a basic summary of improvement opportunities was drafted. The draft uses data from US Census, GPS travel, bikeshare ridership, trail use, crash reports, community ratings, and other information to determine strengths and opportunities.

The Needs Analysis confirmed that rates of biking and walking in Park City are high, but there is room for improvement. For example, bicycle use takes a sharp drop in the winter, bike share system use struggled since COVID, and pedestrian-involved crashes are most frequent in the winter as traffic increases, hours of daylight decrease, and roadway space is taken by snow.

A draft is included as Exhibit B (Page 34 includes a conclusion that Council may find useful).

Next Steps and Overall Timeline

We are currently putting together a list of project recommendations for review by the steering committee (City, Summit and Wasatch County, state, and other regional partners) and stakeholder groups (Park City residents, business, and community organizations) for refinement. The next step will be to review the list with the public for feedback.

We are working to bring the plan to Council for adoption in summer 2022, after community review and feedback. We hope to build an infrastructure plan that both the Council and community support.

Funding

We have budgeted \$90,000 for this plan, with \$70,000 coming from a Utah Department of Transportation Transportation Planning Assistance grant and \$20,000 coming from City Transportation Planning funds.

Exhibits

Exhibit A – Draft Needs Analysis

Exhibit B – Community Survey Summary

THE STATE OF BIKING AND WALKING IN PARK CITY

Introduction

To establish an understanding of existing conditions for bicycling and walking in Park City, the planning process includes a review and analysis of pertinent information related to previous plans, existing policies and programs, resident demographics, existing transportation networks, and roadway safety.

Plan and Policy Review

Projects and Prioritization

The purpose of this section is to establish local and regional data and trends on walking and biking to inform the recommendations for the Bicycle and Pedestrian Plan. Recent planning efforts in Park City and Summit County have emphasized syncing economic development with environmental sustainability and public health (these plans are summarized in **Table 1** on the next page). These efforts have pushed transportation planning toward elevating active transportation and recognizing the complementary relationship between active modes and transit. This idea is highlighted in Summit County's 2019 Active Transportation Plan Vision Statement: *Summit County will develop a bicycling and walking system that serves as a viable transportation option for people living, working, and playing in Summit County.* It is also highlighted in the Vision Statement for Park City Forward – A Transportation Blueprint: *Park City's transportation system embraces bold innovation to provide safe, year-round transportation options that promote a connected, inclusive, and multimodal "car-optional" mountain community and culture.*

This plan will advance the vision of the Park City community, outlining robust and implementable improvements to the active transportation network.

Design Guidelines

In addition to identifying policies and projects to support walking and bicycling, the Summit County Active Transportation Plan includes a chapter on detailed design recommendations for various bicycle and pedestrian facility types, including Bicycle Lanes, Shared Use Paths, Advisory Shoulders, and Grade-Separated Crossings (among other facility types). In developing the Park City Bicycle and Pedestrian Plan, and recommended facilities on County or regional roadways should cross-reference with the Summit County ATP for consistency and cohesiveness. These guidelines also leverage guidance from the following manuals, which planners and designers may refer to:

- Manual on Uniform Traffic Control Devices (FHWA)
- Small Town and Rural Multimodal Networks (FHWA, 2016)
- A Policy on Geometric Design of Highways and Streets (AASHTO, 2018)
- Development of Bicycle Facilities (AASHTO, 2012)
- Urban Bikeway Design Guide (NACTO, 2014)
- Pedestrians First: Tools for a Walkable City (Institute for Transportation and Development Policy)
- Planning, Design, and Operation of Pedestrian Facilities (AASHTO, 2004)

Plan	Description	Active Transportation Related Goals	Policy/Project Recommendations	Relevance to the Bicycle and Pedestrian Plan
Modal Hierarchy Policy (2020)	Park City's Municipal Council adopted a Modal Hierarchy in 2019 to create a clear policy to prioritize pedestrians and cyclists.	Prioritizing the pedestrian and cyclist as the most important user group to consider when designing streets.	Adopted the policy of prioritizing pedestrians and cyclists in street designs.	The Modal Hierarchy sets the standard for the high level of comfort and convenience pedestrians and cyclists should get in street design.

Summit County Active Transportation Plan (2019)	This plan provides direction for improving biking and walking conditions throughout Summit County.	Goal 1: Well-Connected Walking + Biking Network Goal 2: All Ages + Abilities Goal 3: Support Business/Economic Development Goal 4: Transit Integration Goal 5: Neighborhood Identity Goal 6: Sustainability Goal 7: Equity Goal 8: Recreation + Open Space	<i>SR-248 Bike/Pedestrian Improvements</i> – Establish bicycling connection between existing SR-248 bike lanes to Park Ave. <i>Monitor Drive Bike Lane</i> – Stripe bike lane in existing shoulder. Supports Safe Routes to School and connects to planned bike share station at Park City Recreation Center. <i>Little Kate Road/Holiday Ranch Bike Lanes</i> – Stripe bike lane in existing shoulder. <i>12th Street/Sullivan Road Neighborhood Byway</i> – Incorporate shared lane markings, wayfinding, and traffic calming to create a comfortable bicycle and pedestrian experience along 12th street and Sullivan Road linking City Park with the library <i>Deer Valley Drive Complete Streets</i> – Provide uphill bike lane with downhill shared lane per recent study of Deer Valley Drive. <i>Library Crosswalk Improvements</i> – Improve mid-block crossing, with high visibility paint, RRFB, and possibly artistic pavement treatments.	The plan recommends providing safe connections to community facilities in Park City such as Park City High School, City Park, and the library. Projects include restriping existing facilities, implementing complete streets, adding new bike lanes, painting new crosswalks, installing crossing enhancements, and constructing an underpass.
Park City Transportation Demand Management Plan (2016)	This plan provides a shortlist of strategies, performance measures, and next steps to implement a TDM program for Park City.	None	- Bike share system - Free bike share membership - Bicycle parking - Bicycle repair station - Walking/biking school bus - Wayfinding signage	Provides several bicycle and pedestrian TDM strategies for residents, part-time residents, visitors, and employees.

**Downtown
and Main
Street Parking
Management
Plan (2016)**

Provides a detailed, focused, comprehensive study of parking issues in the downtown.

None

Strategy # 8 – Continue to improve bicycle and pedestrian access.

To support parking management efforts in Downtown and Main Street, the Bicycle and Pedestrian Plan can propose amenities in the area, such as bus stop amenities, secure bicycle parking, and repair stations.

**Park City
Traffic and
Transportation
Master Plan
(2011)**

The Traffic and Transportation Master Plan explains and classifies the City's street network.

GOAL 1: Park City will have a multimodal transportation system with complete streets and balanced availability of pedestrian, bicycle, transit and auto travel.

The plan lays out dozens of projects, street designs, and policies that increase the comfort and safety of cyclists and pedestrians.

The Traffic and Transportation Master Plan directs the City to design for cyclists and pedestrians in mind.

GOAL 4: Park City will have a complete and well-connected network of trails, bicycle lanes and sidewalks that supports safe, convenient, and pleasant walking and bicycling to accommodate the needs of residents, visitors, and guests for short trips within the City and surrounding neighborhoods.

GOAL 7: Park City's transportation system will contribute positively to public health and quality of life by achieving a high level of travel safety and by creating an environment that supports active living.

GOAL 8: Park City's transportation system will contribute positively to improved environmental, social and economic sustainability of the community.

Park City Walkable and Bikeable Neighborhoods Study (2007)	Park City's first active transportation plan in 2007 created the network that exists today. The project list was funded by a voter-approved "Walkability Bond" and priority projects were determined by the Walking and Biking Liaison Committee	2.2 "The intent of the plan is to establish a clear and detailed list of projects that will improve pedestrian and cyclist safety, connectivity and efficiency in Park City."	This plan included a 113-item project list of policy changes, capital projects, maintenance issues, and budgetary issues.	Sets the groundwork for the Bicycle and Pedestrian Plan to build from.
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Plan	Description	Active Transportation Related Goals	Policy/Project Recommendations	Relevance to ATP
Park City Forward – A Transportation Blueprint (Current)	Updates the 2011 Transportation Master Plan. It is an ambitious and innovative effort to develop a blueprint for prioritizing transportation projects and strategies to improve the City's transportation network.	ACCESS – improve local and regional multimodal transportation connection between activity nodes. Ensure the transportation network supports Park City's future growth and land use changes. INCLUDE - Ensure equitable access to opportunity, catalyzed by local and regional mobility choices that are affordable and support healthy living. SUSTAIN - Support a resilient, net-zero carbon community, anchored by long-term transportation investments that reduce greenhouse gas emissions, decrease single-occupancy vehicle trips, and mitigate environmental consequences of growth. TRANSFORM - Embrace bold and innovative action to prioritize a community-focused, multimodal transportation network that is easy to use, efficient, convenient, safe and incorporates cutting-edge technologies.	To be determined (this plan is currently under development).	Reaffirms goals for a complete and well-connected active transportation network that contributes positively to public health, the environment, and the economy
Park City Short Range Transit Plan (Current)	Updates the 2016 plan that evaluate transit choices. The update is responding to the recent split of Park City Transit into two systems, growth, changing demographics, and technological changes.	To be determined (the plan is currently under development).	To be determined (the plan is currently under development).	As Park City and Summit County synchronize transit and active transportation, the Bicycle and Pedestrian Plan will seek opportunities where active modes can complement local and regional public transit.

Table 1: Related Plans

Existing Multimodal Networks

Active Transportation Network

Park City is home to a vast active transportation network. Almost all of Summit County's 58 miles of active transportation facilities are in Park City. Park City has just over 2 miles of on-street bicycle facilities, 34 miles of sidewalk, and 17 miles of paved multi-use trails and paths (**Figure 1**).

Multi-use paths are the backbone of Park City's active transportation network. These paved paths serve all types of non-motorized transportation, including walking, biking, e-bike riding, roller blading, skateboarding, scootering, and more. Park City maintains the majority of these trails year-round, plowing them in the winter along with the street network. These paths are well-used, well-maintained, and a big reason why people choose to live in or visit Park City.

A

The paved paths mostly run along major roadways, such as Deer Valley Drive, Kearns Boulevard, and Park Avenue. The Historic Union Pacific Rail Trail and connects rural Summit County to Park City. The Poison Creek Trail provides a scenic route along Poison Creek and through Old Town. The McLeod Creek trail connects Park City with Canyons Village and the Kimball Junction and Newpark areas. Together, these facilities connect people from around the Park City area to major destinations in town, including Old Town, Park City Mountain Resort, Deer Valley Resort, schools, and other destinations.

Though the multi-use paths offer a high level of comfort, some pathways narrower than 10 feet in width could be widened, depending on use. The many different trail users at varying speeds may warrant separating users or widening the trails. For example, an e-bike rider can travel upwards of 15 mph whereas a pedestrian travels slower. This speed discrepancy may create trail user conflicts when people on e-bikes pass pedestrians at high speeds with little clearance. If implemented, the City's pathway width standard of 12 feet could provide a more comfortable experience for all trail users and, where applicable, the trail width could even be expanded beyond 12 feet.

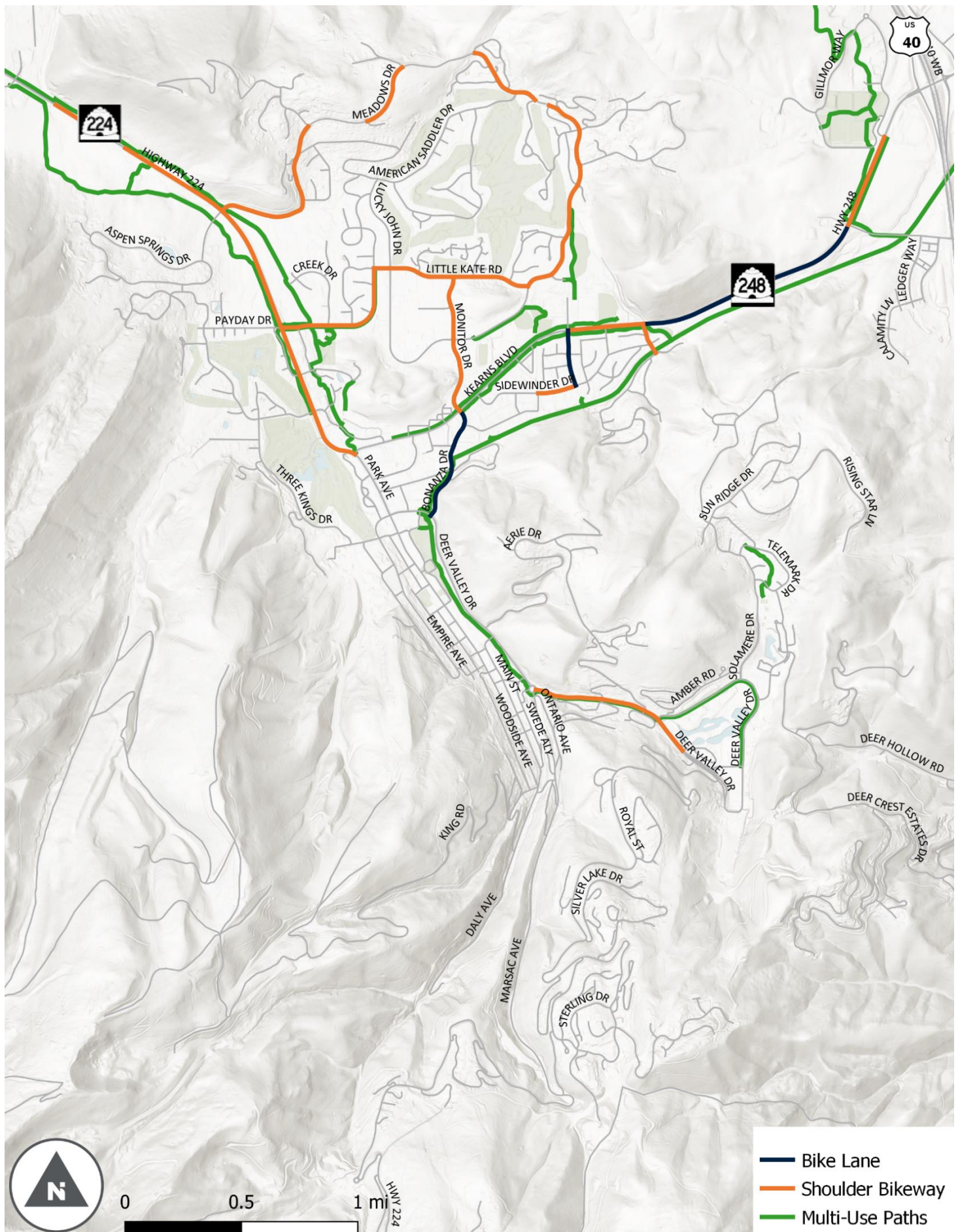


Figure 1: Park City Active Transportation Network

Bike Share and Micromobility

Summit Bike share, a docked bike share system, has operated in Park City since 2017. At its launch, Summit Bike Share was the nation’s first all-electric bikeshare system. As of August 2021, the system includes 20 stations and 190 electric-assist bicycles (see **Figure 2**). The system operates during summer and fall months, opening in May) and running through October or November. During peak months (June through August), Summit Bike Share serves as many as 6,100 trips per month, and since 2018 (when the system was expanded from 9 to 20 stations) has averaged 0.6 rides per bicycle per day. The highest ridership stations have consistently been Old Town Transit Center Park Avenue, and Newpark Plaza.

Short-term passholders take the majority of trips: from July 2017 to June 2018, 70 percent of trips were taken by Go Passholders (a free pass which enables users to pay a flat fee per trip rather than for a time period), while 20 percent were taken by per trip or weekly passholders. Only 10 percent of trips were taken by longer-term members (monthly or annual).

Shared micromobility devices, such as electric scooters or other bike share systems have not yet been launched in Park City. Summit County banned all dockless scooter companies in April 2019 through a moratorium passed by the County Council. The moratorium, found in County Code Title 6 Chapter 5, states that “No Scooter-Share Program shall be operated within the unincorporated areas of the County.” This leaves the option for cities in Summit County to regulate scooter share as they desire. Scooter share and other shared micromobility systems may be worth exploring to provide first- and last-mile connections to transit stops and other destinations. Park City has a limited amount of space for docked micromobility systems, limited on-street bike lanes, and sometimes crowded multi-use pathways, which should be considered when determining micromobility system implementation.

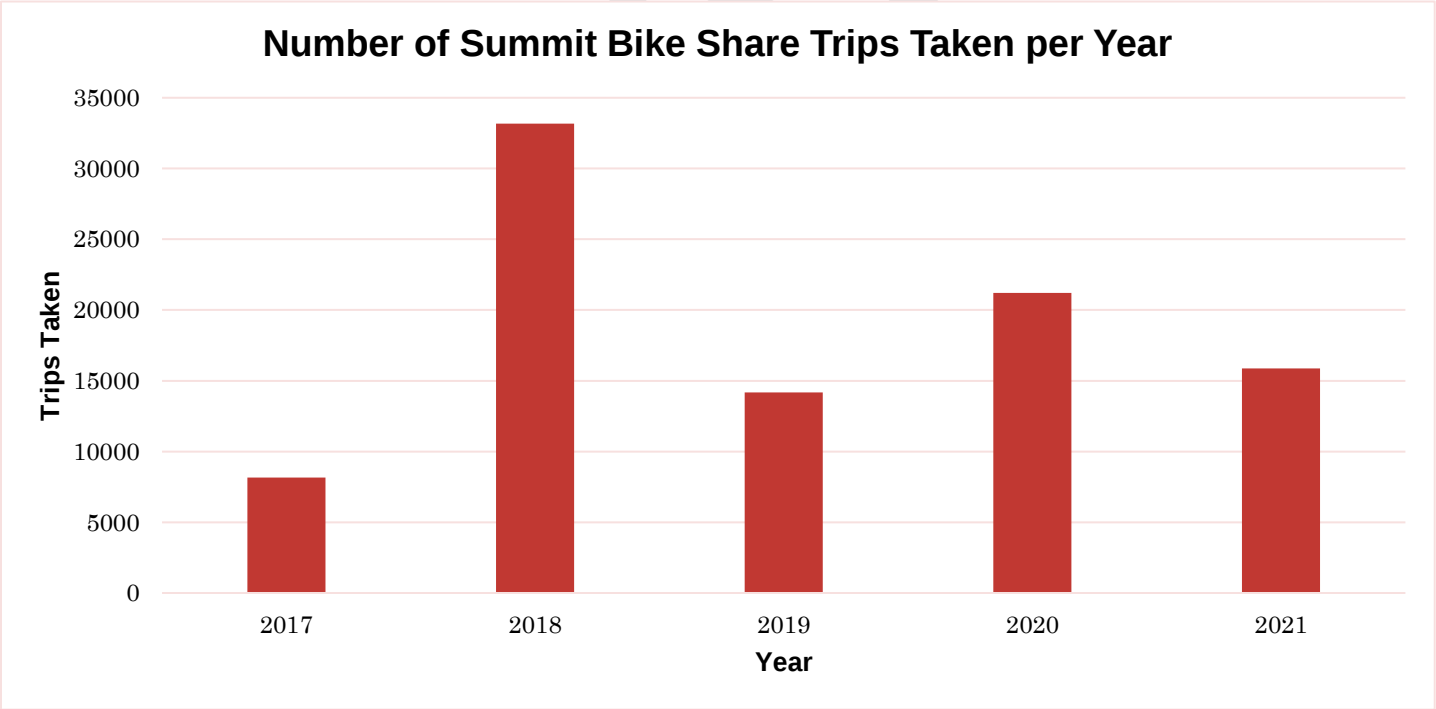


Chart 1: Number of Summit Bike Share Trips Taken per Year, note that complete 2021 data was not yet available

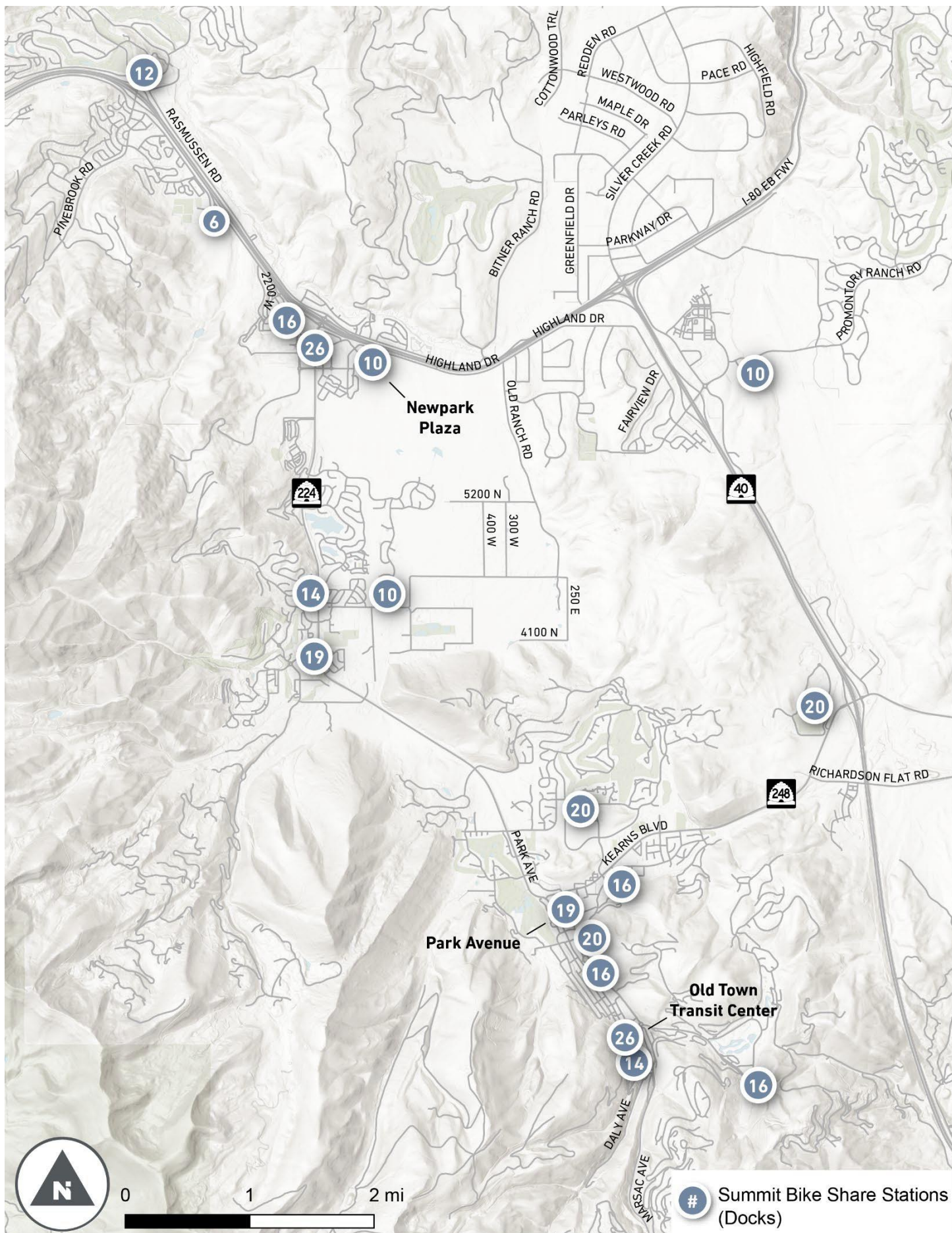


Figure 2: Park City Bike Share Stations

Bicycle Network Analysis

People for Bikes' City Ratings to score and rank communities by their progress toward improving bicycling. Park City currently scores, 34 on a 100-point scale. A component of the scoring process is the Bicycle Network Analysis (BNA) score, which indicates which streets are low stress and which streets are high stress for bicycling. The majority of Park City streets are low stress (indicated in blue). High stress streets include Park Avenue, Kearns Boulevard, and Deer Valley Drive, (indicated in red) as shown in **Figure 3**. The Park City Bicycle and Pedestrian Plan should recommend and prioritize bicycle facilities across, adjacent to, and along these major roadways to improve bicycle connectivity.

Readers should note that many of the low-stress routes shown on this map are off-street singletrack trails; analysis of and recommendations for these trails are not within the scope of this project.

DRAFT

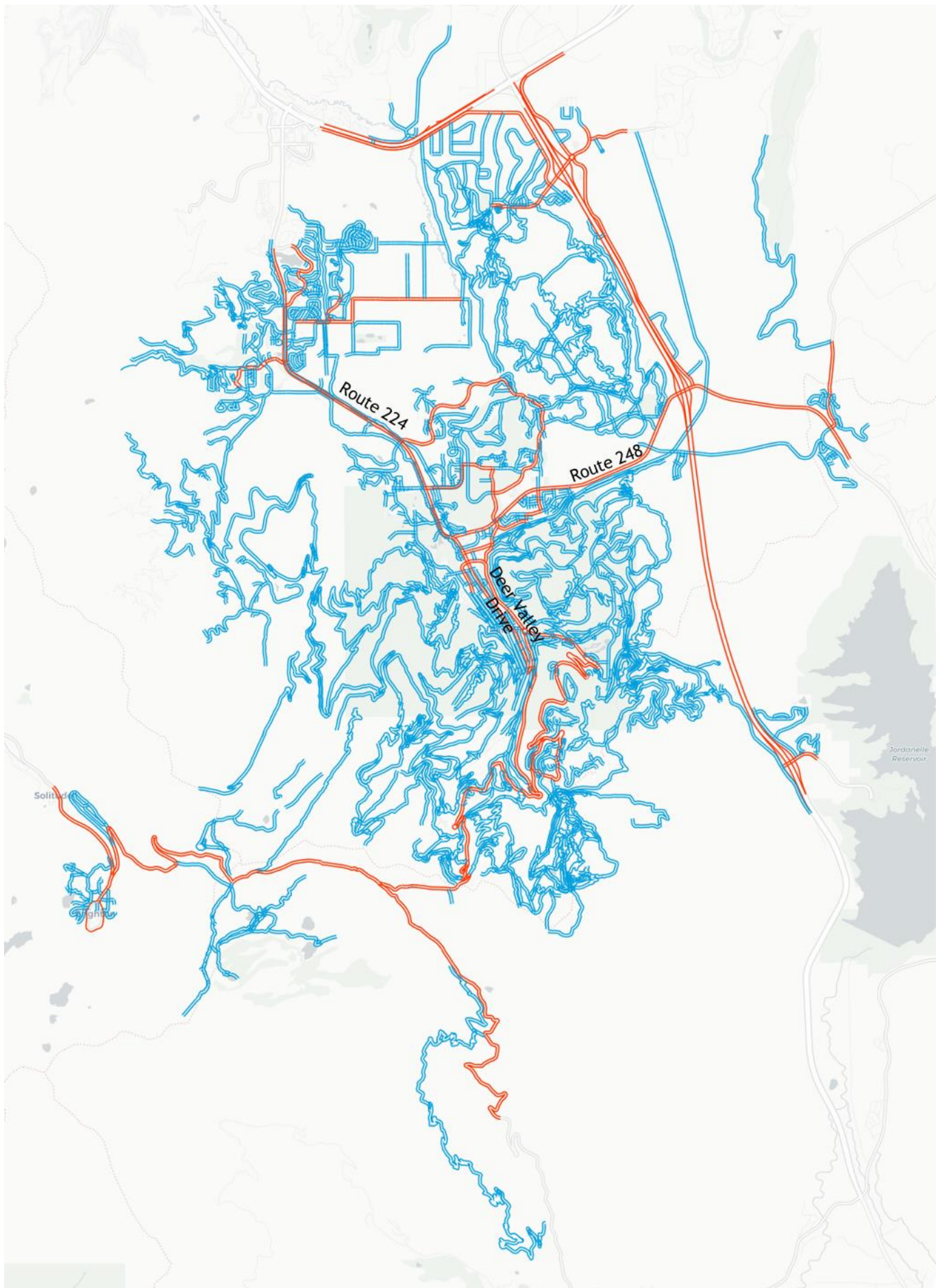


Figure 3: Park City Bicycle Network Analysis Map by People for Bikes (February 27, 2021)

Bicycle Friendly Communities

The League of American Bicyclists' Bicycle Friendly Community program provides a review of infrastructure, programming, and policy related to bicycle engineering, encouragement, education, evaluation & planning, and equity and inclusion to designate communities as Bronze, Silver, Gold, Platinum, and Diamond Bicycle Friendly Communities. When communities apply to the program, the League produces an overall report card reflecting the bicycle friendliness of a community (**Figure 4**). Park City has been awarded the Gold level of recognition based on the City's, strong bike culture, policies, and practices that encourage ridership. To reach the Platinum level, the League expects increased ridership, accessibility for new riders, and increased advocacy. Specific suggestions in the report card include:

- Implement comprehensive wayfinding for on- and off-street bicycle facilities, sidewalks, multi-use pathways, and trails to aid users in navigating and selecting appropriate routes
- Establish attractive, convenient, and comfortable "Bike Boulevards" to welcome riders of all ages and skill levels
- Support local League Cycling Instructors (LCIs) to increase bicycle education
- Increase the network connectivity by providing local and smaller connections to major bikeways and trails. Park City is rated 5.4 out of 10 for "Engineering: Bicycle network and connectivity".
- Increase the number of bicycle commuters. Currently 0.7% of Park City commuters bicycle to work while the Platinum-level average is 13.6% of commuters.
- Decrease the number of crashes involving bicyclists. Park City has 294 crashes per 10,000 bicycle commuters whereas the Platinum -level average is 100.



PARK CITY AND SNYDERVILLE BASIN, UT

TOTAL POPULATION
27,706

TOTAL AREA (sq. miles)
102

POPULATION DENSITY
272

OF LOCAL BICYCLE FRIENDLY BUSINESSES 21

OF LOCAL BICYCLE FRIENDLY UNIVERSITIES 0

10 BUILDING BLOCKS OF A BICYCLE FRIENDLY COMMUNITY

*Park City and
Average Platinum Snyderville Basin*

High Speed Roads with Bike Facilities	INSUFFICIENT DATA	11%
Total Bicycle Network Mileage to Total Road Network Mileage	80%	119%
Bicycle Education in Schools	GOOD	EXCELLENT
Share of Transportation Budget Spent on Bicycling	14%	20%
Bike Month and Bike to Work Events	VERY GOOD	VERY GOOD
Active Bicycle Advocacy Group	YES	YES
Active Bicycle Advisory Committee	MEETS AT LEAST ONCE A MONTH	MEETS AT LEAST ONCE A MONTH
Bicycle-Friendly Laws & Ordinances	VERY GOOD	GOOD
Bike Plan is Current and is Being Implemented	YES	YES
Bike Program Staff to Population	1 PER 19K	1 PER 3.4K

CATEGORY SCORES

ENGINEERING <i>Bicycle network and connectivity</i>	5.4/10
EDUCATION <i>Motorist awareness and bicycling skills</i>	5.6/10
ENCOURAGEMENT <i>Mainstreaming bicycling culture</i>	5.4/10
ENFORCEMENT <i>Promoting safety and protecting bicyclists' rights</i>	5.2/10
EVALUATION & PLANNING <i>Setting targets and having a plan</i>	6.3/10

KEY OUTCOMES

*Park City and
Average Platinum
Snyderville Basin*

RIDERSHIP <i>Percentage of commuters who bike</i>	13.6%	0.7%
SAFETY MEASURES CRASHES <i>Crashes per 10k bicycle commuters</i>	100	294
SAFETY MEASURES FATALITIES <i>Fatalities per 10k bicycle commuters</i>	0.4	0.0



KEY STEPS TO PLATINUM



- » Develop an integrated signage and wayfinding approach for on and off-street bicycle facilities, sidewalks, multi-use pathways and trails. High quality wayfinding provides distance and destination information at strategic locations around the community, helping people find the most appropriate routes for biking to destinations.
- » Develop a system of bicycle boulevards, utilizing quiet neighborhood streets, that creates an attractive, convenient, and comfortable cycling environment welcoming to cyclists of all ages and skill levels. Use the Bicycle Boulevards section of the NACTO Urban Bikeway Design Guide for design guidelines.

- » Host a League Cycling Instructor (LCI) seminar to increase the number of local LCIs in your community. Having several active LCIs in the area will enable you to expand cycling education to bicyclists and motorists, and increase the number of experts available to assist in your existing education and encouragement programs. Visit bikeleague.org/ridesmart for more information.
- » Congratulations on beginning the process to adopt a new Active Transportation Master Plan. This new plan is a great opportunity to further institutionalize bicycling and walking efforts through updates to design processes, data collection, and broader land use or other changes that will be supportive of non-motorized transportation and recreation.

LEARN MORE » WWW.BIKELEAGUE.ORG/COMMUNITIES

SUPPORTED BY



AND LEAGUE MEMBERS

Figure 4: Park City Bicycle Friendly Community Report Card by the League of American Bicyclists (Fall 2017)

Transit Network

Park City's transit network includes 155 transit stops serving 5 bus routes and a trolley line operated by Park City Transit, and 2 regional bus routes operated by High Valley Transit, which began service in Summer 2021. Both local and regional transit services are fare free, with both systems running as little as 15- minute frequencies. High Valley Transit Routes connect Park City residents to Old Town, Park City Mountain Resort, Deer Valley, Park City Hospital, Canyons Village Transit Hub, the Kimball Junction Transit Center, Ecker Hill Park & Ride, and Jeremy Ranch Park & Ride. Park City Transit provides local connections between Deer Valley Resort, Park City Mountain Resort, Old Town, Prospector Square, and Park City Schools. Between 2015 and 2019 (before the agency's split into Park City Transit and High Valley Transit), Park City Transit with December through March being the highest ridership months. During the average winter season during this same time period, Park City transit experienced 20 to 40 daily boardings per 100 residents, with fewer than 15 daily boardings per 100 residents for the rest of the year. This seasonal shift in ridership strongly indicates that transit is a core mobility choice for winter visitors, as well as residents who walk or bicycle more during the summer months. The notable ridership spike in January also indicates that visitors and residents attending the Sundance Film Festival heavily utilize Park City transit services.

This Bicycle and Pedestrian Plan will complement Park City Transit service by prioritizing recommendations around transit stops, particularly around the busiest stops. Bus stops should have safe and comfortable first- and last-mile connections, especially because most transit users walk to bus stops.

The following five stops have the highest use in the system:

1. Old Town Transit Center
2. Park City Mountain Resort
3. Kimball Junction Transit Center
4. Fresh Market
5. Deer Valley Snow Park



Image 1: Park City Transit Routes as of December 2021

Demographics & Travel Patterns

Population and Households

Park City is home to a population of over 8,000 people, while Summit County has a population of over 42,000. The City has grown at a rate of 12.8 percent between 2010 and 2019, slightly lower than Summit County's growth rate of 16 percent but more than double the State of Utah's overall population growth of 6.3 percent. Park City's median household income of \$111,000 is slightly higher than Summit County's median household income of \$102,958 and significantly higher than Utah's median household income of \$71,621. There is a higher concentration of poverty in Park City (8.8 percent) than Summit County (4.7 percent) while the City's poverty rate is consistent with the State of Utah's (8.9 percent). People living in poverty often have limited transportation options and rely on walking, bicycling, and transit to get to work, school, or other destinations.

	Park City	Summit County	Utah
Population (2019)	8,526	42,145	3,205,958
Population Growth (2010 – 2019)	12.8%	16.0%	6.3%
Median Household Income	\$111,000	\$102,958	\$71,621
Population in Poverty	8.8%	4.7%	8.9%

Table 2: Park City, UT Population Demographics Compared to Summit County and Utah. Source: US Census Bureau (2019 5-Year Estimates)

Like the rest of Summit County and Utah, Park City is majority White alone. However, Park City is notably more racially and ethnically diverse (**Table 3**). In particular, the City has a strong population of Latino residents who add culture and life to the community. Over the last two decades, Park City has undergone significant demographic shifts, such as a higher portion of residents speaking a language other than English at home (20%) and the population of adults over the age of 65 has more than doubled since 2000.

Race and Hispanic Origin	Park City	Summit County	Utah
White alone	71.1%	84.0%	77.8%
Black or African American alone	2.3%	1.2%	1.5%
American Indian and Alaska Native alone	0.3%	0.6%	1.6%
Asian alone	4.5%	1.9%	2.7%
Native Hawaiian and Other Pacific Islander alone	0.0%	0.1%	1.1%
Two or More Races	4.7%	1.7%	2.6%
Hispanic or Latino	19.6%	11.5%	14.4%

Table 3: Park City, UT Race and Hispanic Origin Compared to Summit County and Utah. Source: US Census Bureau (2019 5-Year Estimates)

Commute Patterns

According to the 2019 American Community Survey 5-Year Estimate, a lower portion of Park City commuters drive alone to work compared with Summit County (70.8%) and Utah (76%) (**Table 4**). A higher share of Park City commuters rode public transit (4.8%), walked (7.9%), or biked (2.1%) to work than their Summit County and Utah counterparts. Moreover, nearly 13 percent of Park City and Summit County residents worked from home in 2019, prior to the COVID-19 pandemic. The mean travel time to work in Park City was 20 minutes, lower than Summit County's and Utah's average commute times.

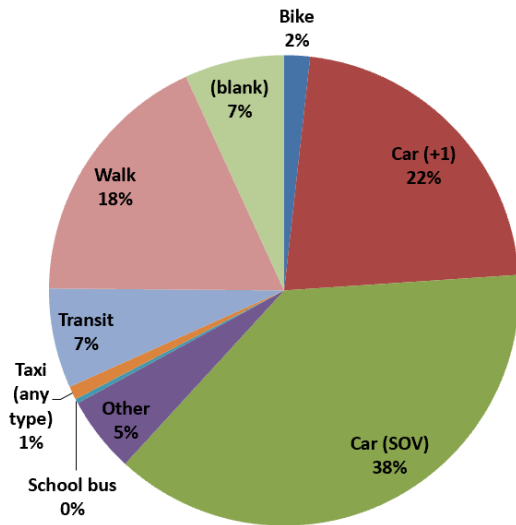
Forty-seven percent of work commutes for Park City residents occur within Park City, with another 43 percent of commutes going toward Wasatch Front and Kimball Junction/Snyderville Basin (US Census, 2015).

Commuting to Work	Park City	Summit County	Utah
Drive alone	63.9%	70.8%	76.0%
Carpooled	6.6%	7.8%	10.8%
Public transportation	4.8%	2.1%	2.4%
Walked	7.9%	2.7%	2.5%
Bicycle	2.1%	0.7%	0.7%
Other means (e.g., taxi, TNC, motorcycle)	1.9%	2.2%	1.0%
Worked from home	12.8%	13.7%	6.6%
Mean travel time to work (minutes)	20.0	24.6	21.9

Table 4: Park City, UT Means of Travel to Work Compared to Summit County and Utah. Source: US Census Bureau (2019 5-Year Estimates)

As part of the Park City Forward transportation master plan, Park City conducted a survey in 2019 of residents' travel behaviors using opt-in cell phone GPS tracking. The data showed that about 20% of trips made within Park City are done by active transportation modes (**Chart 2**) and 11% of overall trips in Park City are done by active modes (**Chart 3**)—this data is consistent with US Census American Community Survey estimates.

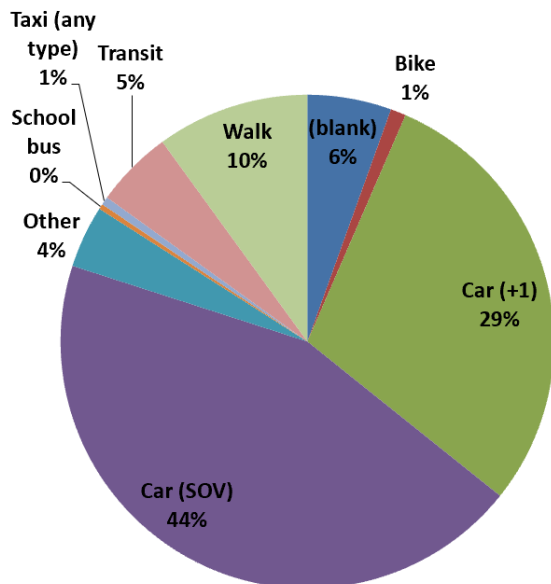
Within PC



	Trips	Percent
Car (SOV)	492	38
Car (+1)	288	22
Walk	234	18
Transit	89	7
(blank)	89	7
Other	68	5
Bike	23	2
Taxi (any type)	12	1
School bus	4	0

Chart 2: 20% of trips made within Park City are done using active transportation modes

To, From, and Within PC



	Trips	Percent
Car (SOV)	1053	44
Car (+1)	696	29
Walk	238	10
(blank)	131	6
Transit	121	5
Other	97	4
Bike	24	1
Taxi (any type)	24	1
School bus	24	1

Chart 3: 11% of trips to, from, and within Park City are made using active transportation modes

Eco Counter Trail Use Data

Park City’s paved trail network features in-ground Eco Counter trail counters to track trail use.

. The Poison Creek Trail gets the most use of the three, likely because it is located in the most densely populated sections of Park City (**Chart 4**). The Rail Trial facilitates the second highest amount of use. It connects neighborhoods farther from the center of town into the core of Park City. Lastly, the McLeod Creek Trail, which connects Park City to the Snydererville Basin, sees the lowest use of the three major paved trails.

The trail counters also clearly tell a story of how people travel differently between warm and cold seasons (**Chart 5**). Cycling in particular gains popularity with warmer weather.

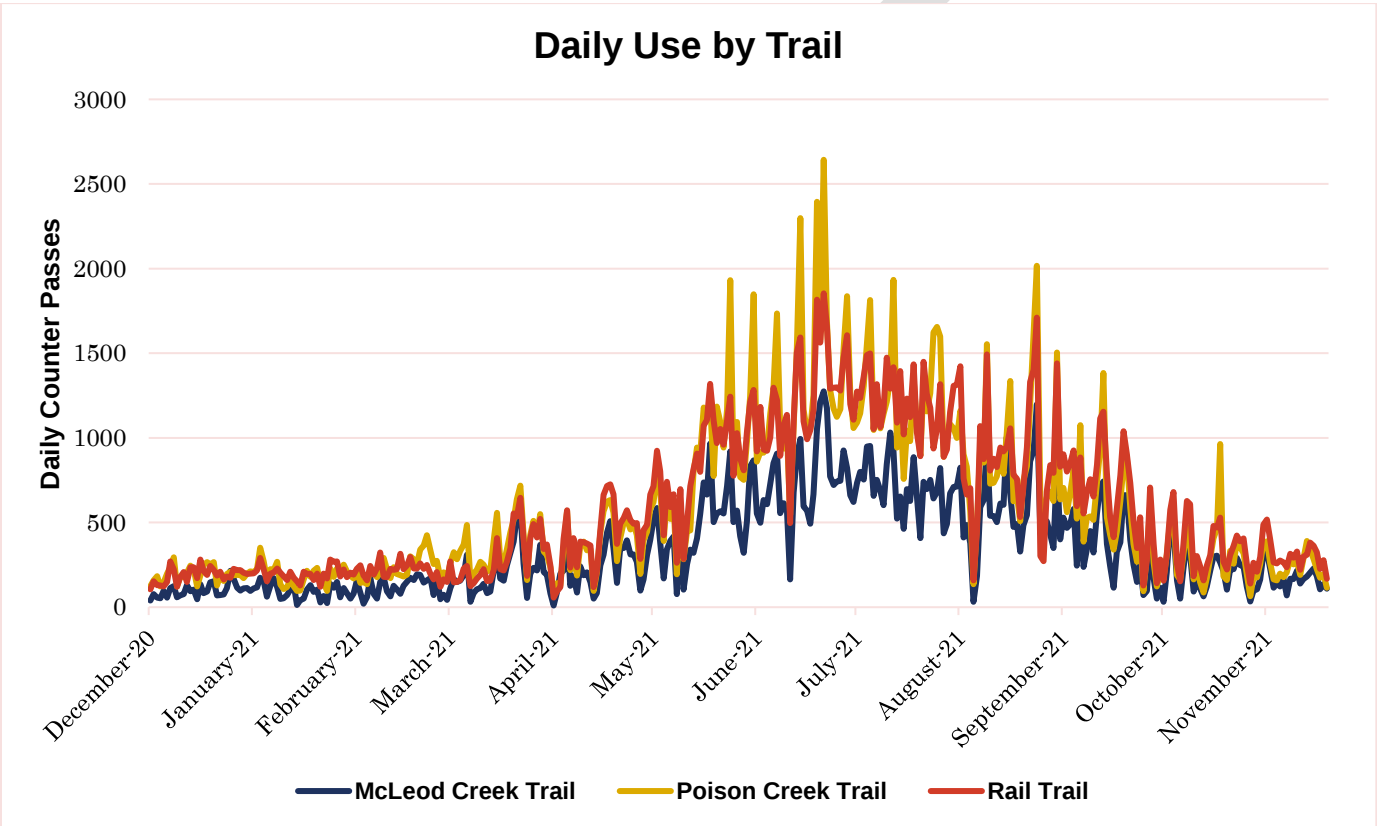


Chart 4: Paved trail use is significantly higher during warm months

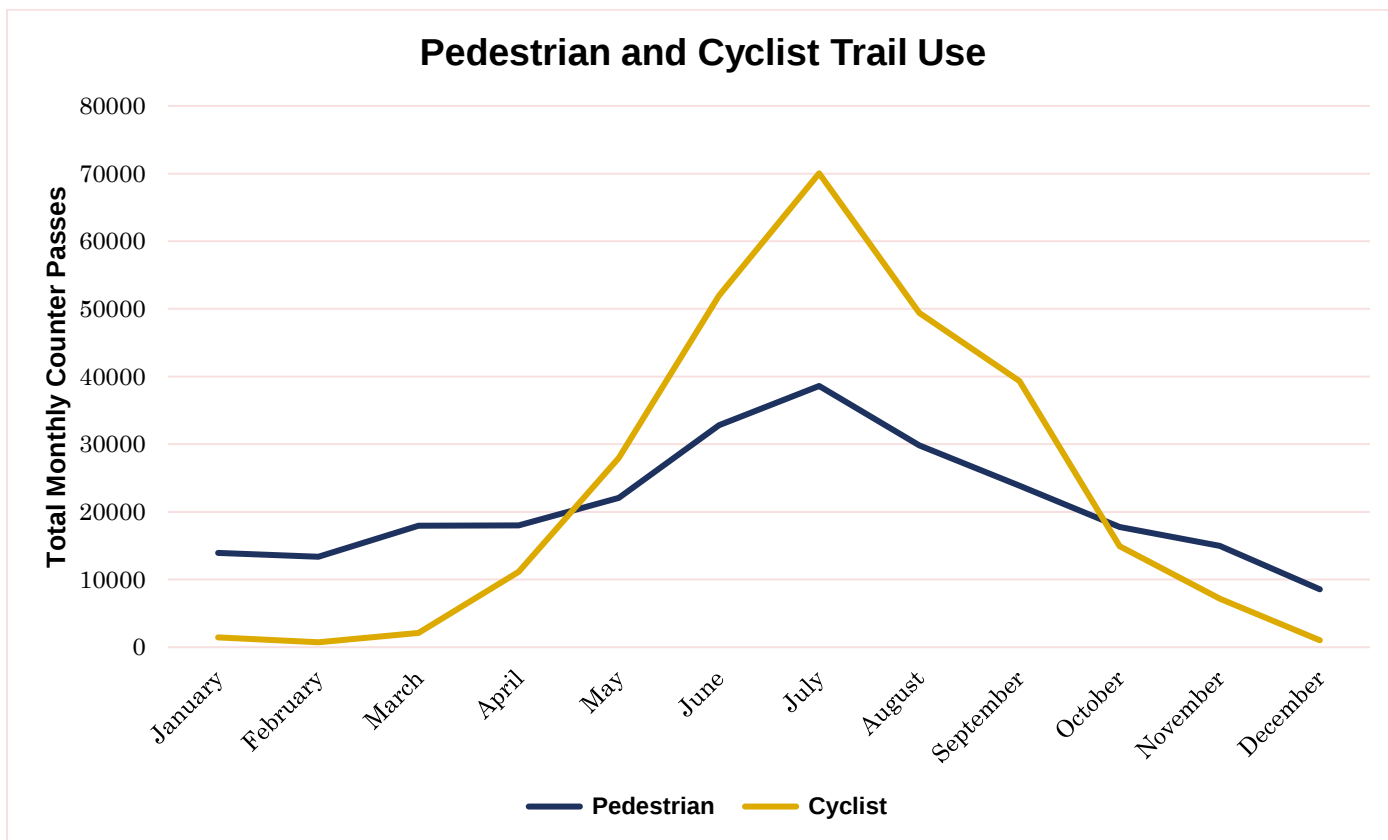


Chart 5: Cycling trail varies greatly by season compared to pedestrian trail use

Strava Data

Strava’s Metro data dashboard displays ridership heatmaps showing where people log cycling trips in Park City. The Strava app allows athletes to track their cycling, hiking, or other non-motorized trips to review their distance, speed, and time. The app is popular for recreational and athletic cycling, but not commonly used for commuting. A quick scan of the map (**Image 2**) shows that riders who log their trips on Strava cycle almost everywhere in Park City and that the paved pathways, singletrack trail network, arterial, and collector streets see the most cycling trips.

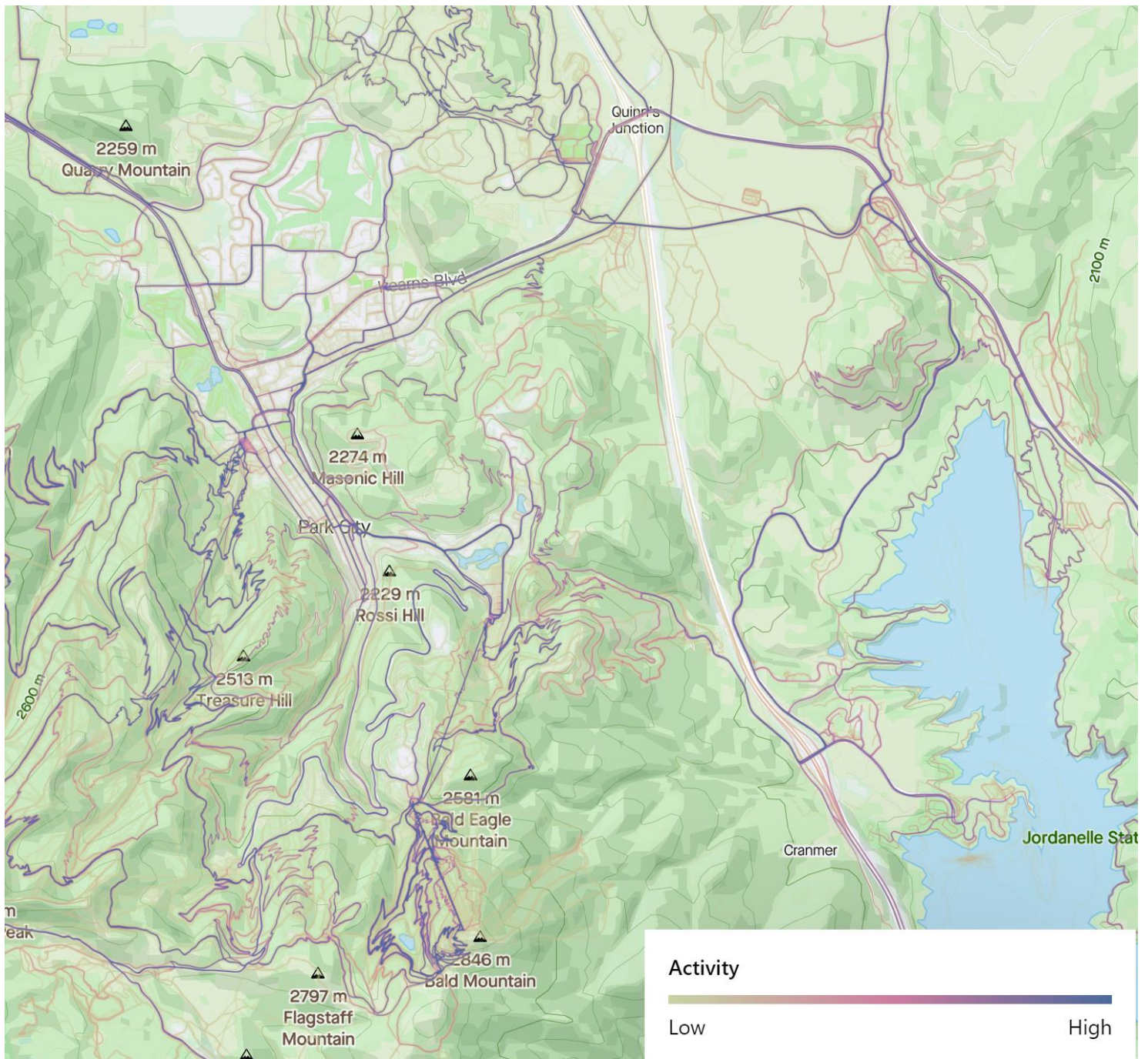


Image 2: Strava Metro Heatmap of Park City, 2020-2021

Strava can also tell us the purpose of someone's cycling trip based on their travel history. Repeated trips are classified as commute trips while sporadic cycling trips are classified as leisure trips. According to Strava, the vast majority of cycling trips in Park City are done for leisure (**Chart 6**). However, trips logged on Strava are more likely to be for recreational purposes. So, while the data is informative, it may be slightly skewed.

Trips ⓘ

2021 ∨ ☐ Total ☒ Leisure ☒ Commute

2021 Total
196,536

Commutes
9,123

Leisure
187,413

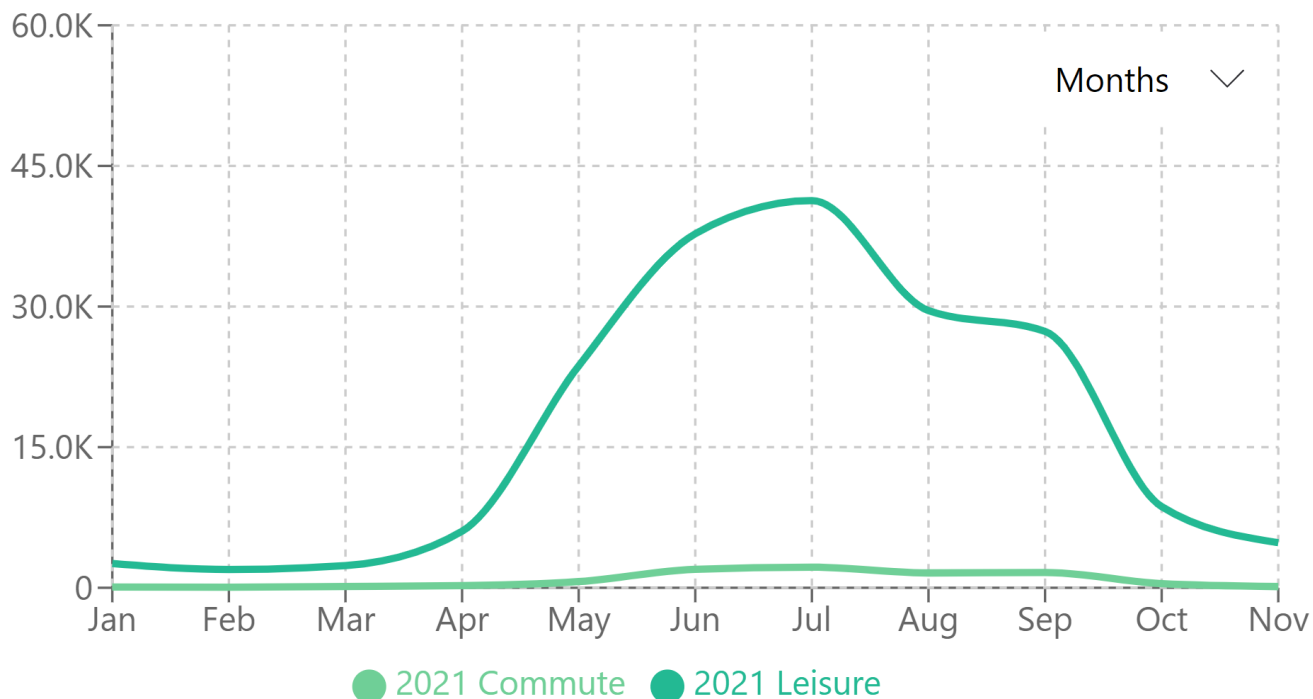


Chart 6: Leisure trips dominated commute trips logged in Strava in 2021 Lastly, Strava trips are classified by residency status. Visitors logged 86% of the trips logged on Strava in Park City in 2021. This is not surprising due to the tourist economy and popularity of Park City as a regional destination for recreational cycling, including mountain biking, road cycling, and leisure cycling.

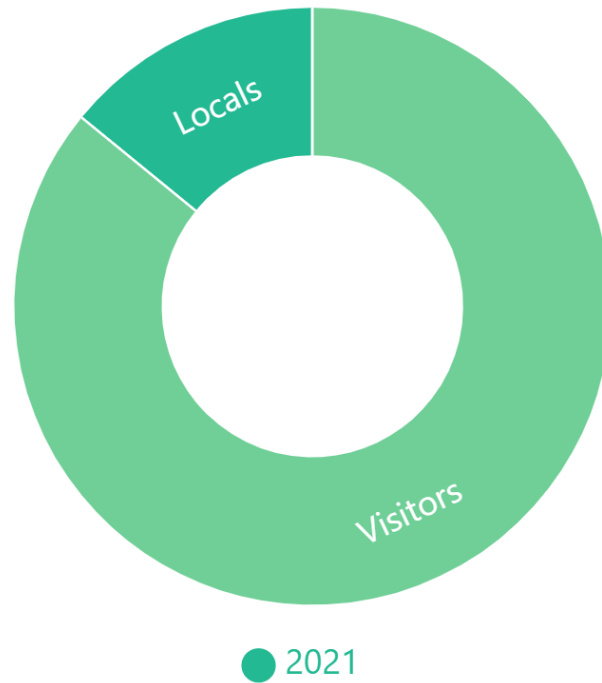


Chart 7: Visitors logged 86% of cycling trips on Strava in Park City in 2021

Key Districts for Transit, Walking, and Biking

The 2022 Short Range Transit Plan identifies where Park City’s transit-dependent population lives (**Image 3**). Those who ride transit are also active transportation users, as most bus riders walk to bus stops. Targeting infrastructure investment in and around these transit-dependent areas will improve the conditions for those who walk Park City streets the most.

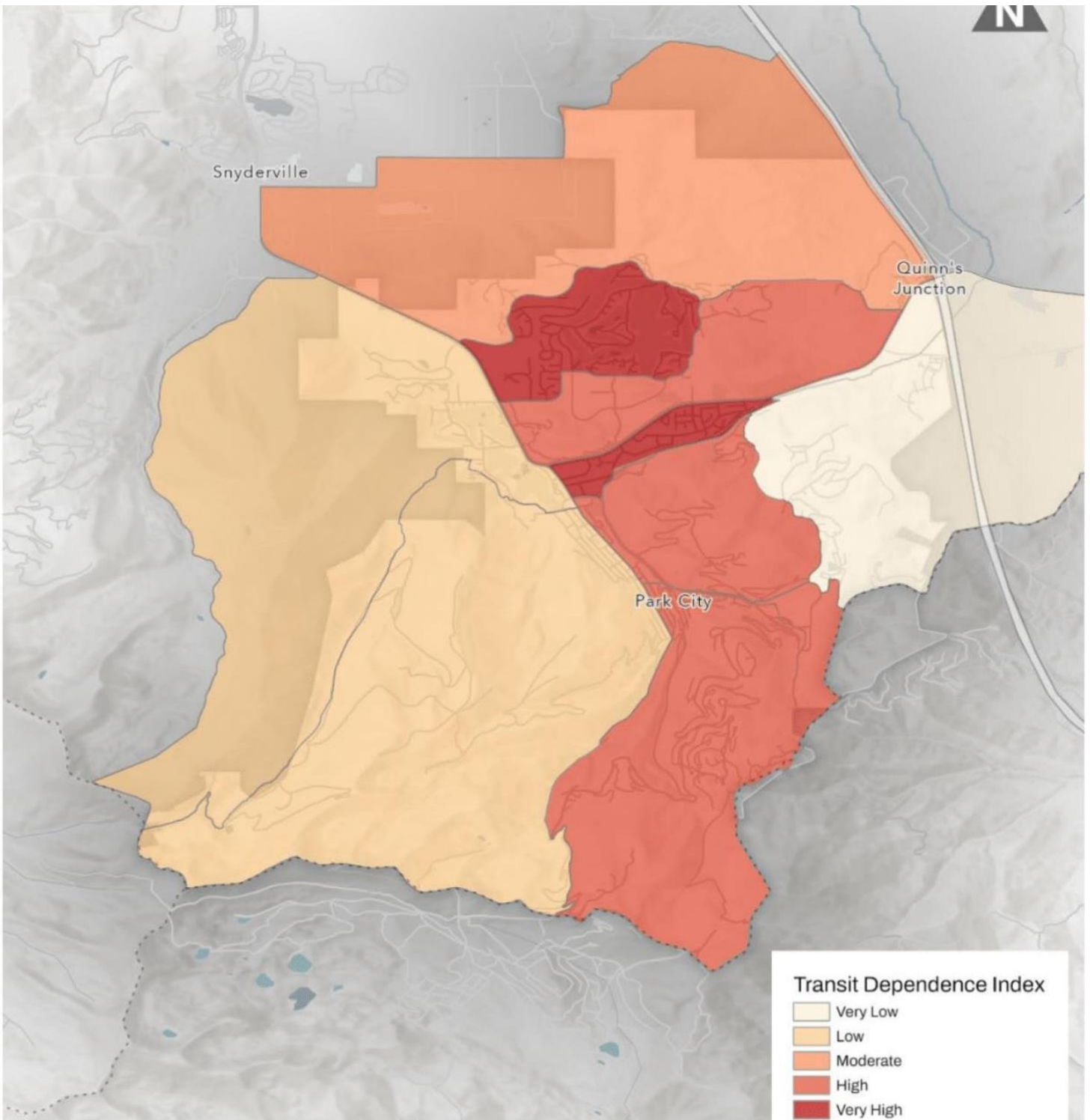


Image 3: Park City's Transit Dependent Populations, 2022 Park City Short Range Transit Plan

Students at Park City School District's McPolin Elementary School live roughly within a two-mile radius of the site (**Image 4**). This puts many children in a bikeable or walkable distance of the school. The City should make targeted investments to improve the safety and convenience of school commute trips.

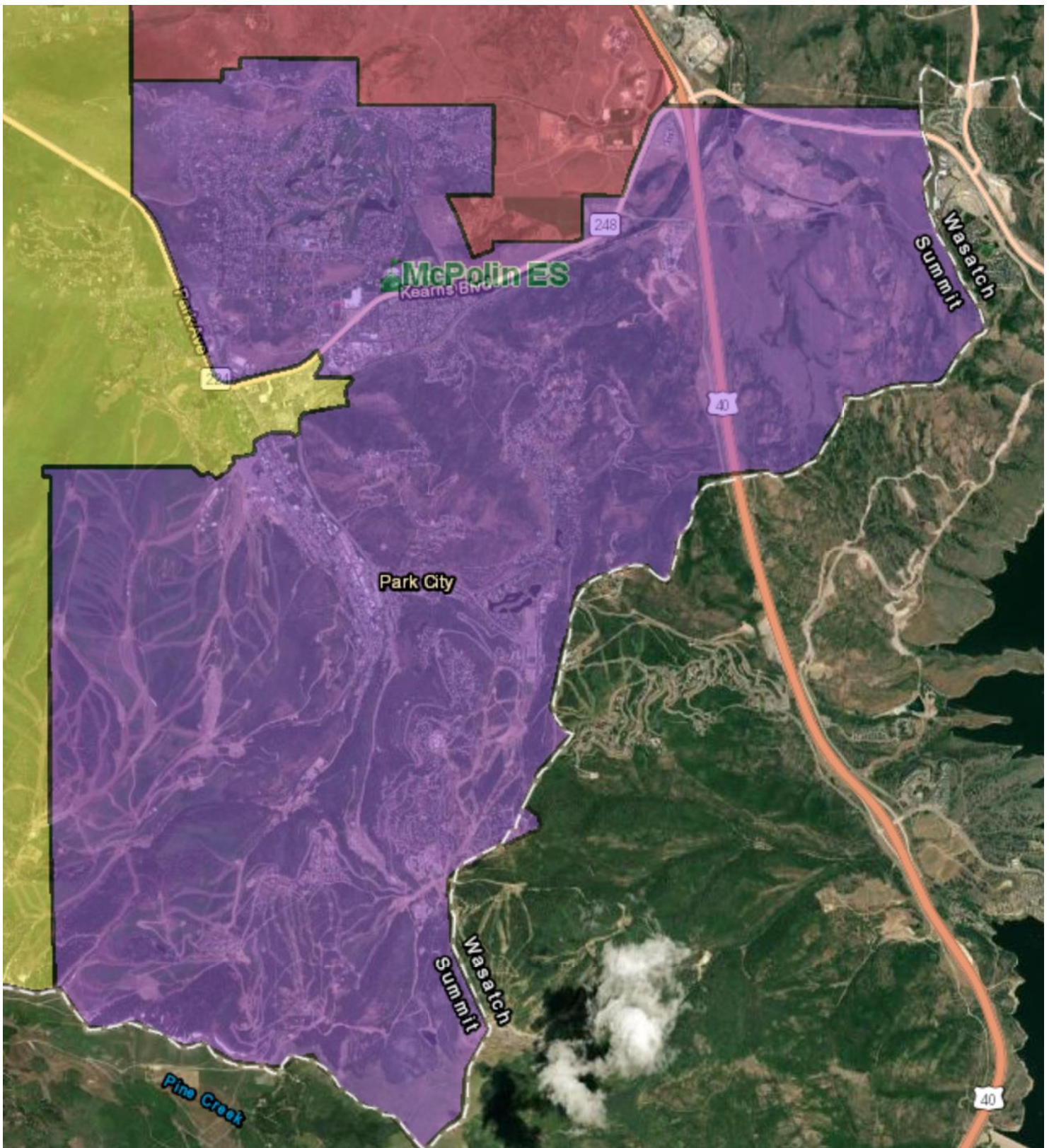


Image 4: McPolin Elementary School Boundaries, 2021, Park City School District

Regional Center

Park City serves as an employment, education, and recreation center for the region. Over 10,000 workers commute into Park City each day, with 65 percent of commuters coming from Wasatch Front and the Kimball Junction and Snyderville Basin area (US Census, 2019). Furthermore, over 75 percent of students in the Park City School District live outside of Park City municipal boundaries. Given the flow of commuters into and out of Park City, combined with limited entry points into Park City, emphasizing and elevating active modes is critical to managing

travel demand and congestion.

The two major entrances to Park City, State Route 248 and State Route 224, carry a large amount of vehicle traffic and experience significant congestion during morning inflow and evening outflow. 2019 UDOT Traffic Counts show that SR-224 (Park Avenue; four travel lanes) carries an annual average of 31,000 cars per day and SR-248 (Kearns Boulevard, two travel lanes) carries 19,000 cars per day within city limits. The City has made great efforts to make walking and biking parallel to these corridors safe and comfortable—both routes have paved pathway alternatives. However, the commute distance is still too great for many employees and students who live outside Park City to walk or bike. The City could work in partnership with Summit County and UDOT to ensure that first- and last-mile connections to regional transit service are safe and convenient to relieve congestion on the two highways into Park City. The BRT systems planned for both highways will provide a convenient alternative to driving and will support active transportation.

Key Destinations and Popular Cycling Routes

Identifying destinations where people are likely to walk or bike helps inform locations where bicycle and pedestrian improvements may spur potential new trips. These types of locations include parks, schools, hospitals, community centers, and other trip generators. These locations can be found in **Figure 5**, and include the following destinations:

- Park City Mountain Resort, Deer Valley Resort, and Canyons Village
- Old Town, especially Main Street
- Prospector Square and Iron Horse commercial district
- Park City School District schools
- Park City MARC
- Grocery stores, including Park City Market and Fresh Market
- Transit centers, especially Old Town Transit Center and the Fresh Market bus stop
- Park City Hospital and other businesses in the Quinn's Junction area
- Subsidized housing, including a cluster of subsidized housing toward the City's southern boundary
- Singletrack trailheads

Strava Metro data can tell us what the most popular cycling routes are between areas of the city. **Figure 6** shows the most popular cycling routes between a few neighborhoods and key destinations in Park City. This data shows that the City's collector and arterial streets are the most popular place to cycle. However, it is important to recognize that Strava users tend to be "bold and fearless" cycling enthusiasts who have been conditioned to riding on high-volume and high-speed routes. People are also more likely to log trips on Strava when they are out for a long-distance or high-speed recreational ride rather than a typical commute or casual ride. Given these trends, the data likely undercounts the number of cyclists who ride on low-speed local streets and paved paths.

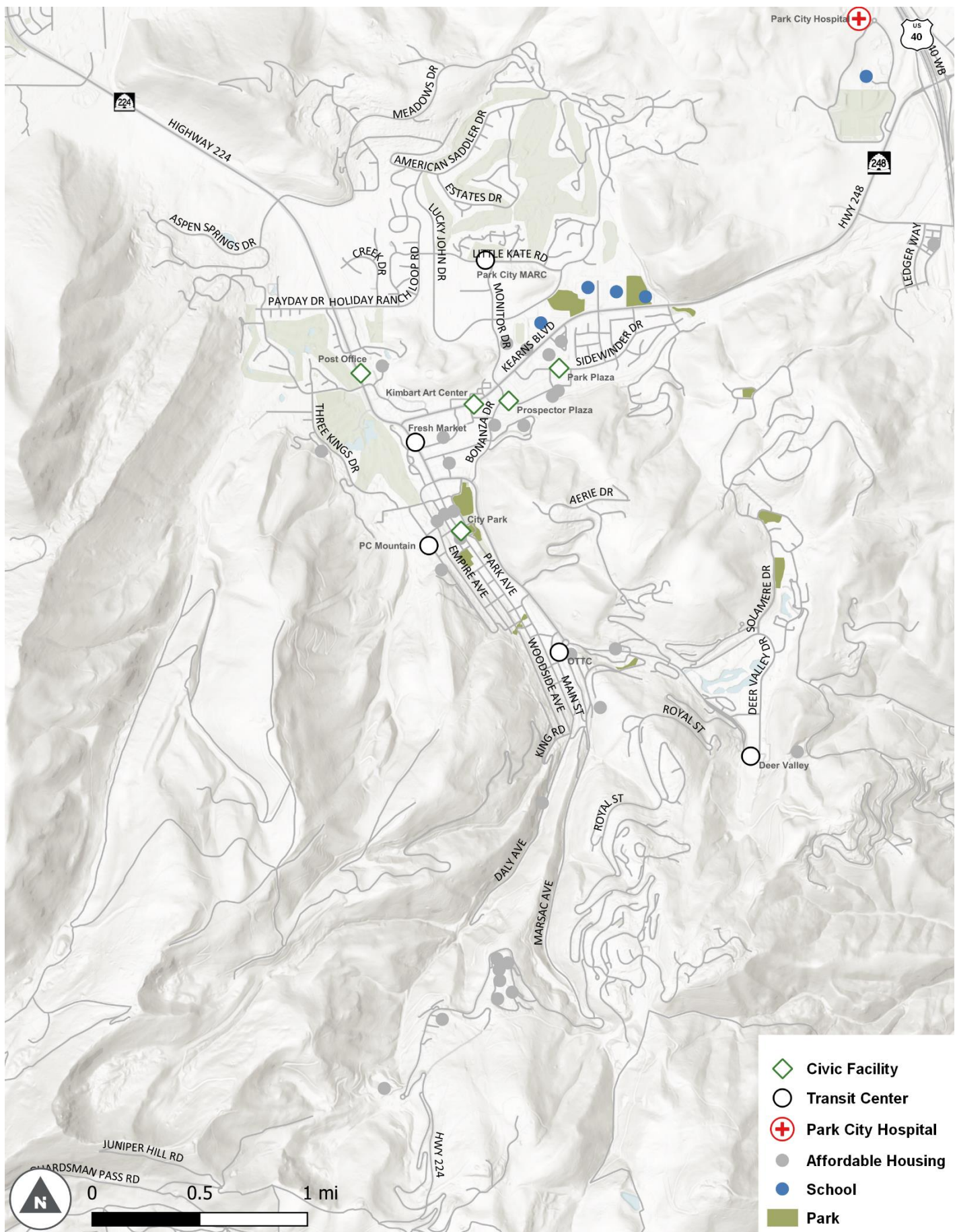


Figure 5: Key Destinations in Park City, UT

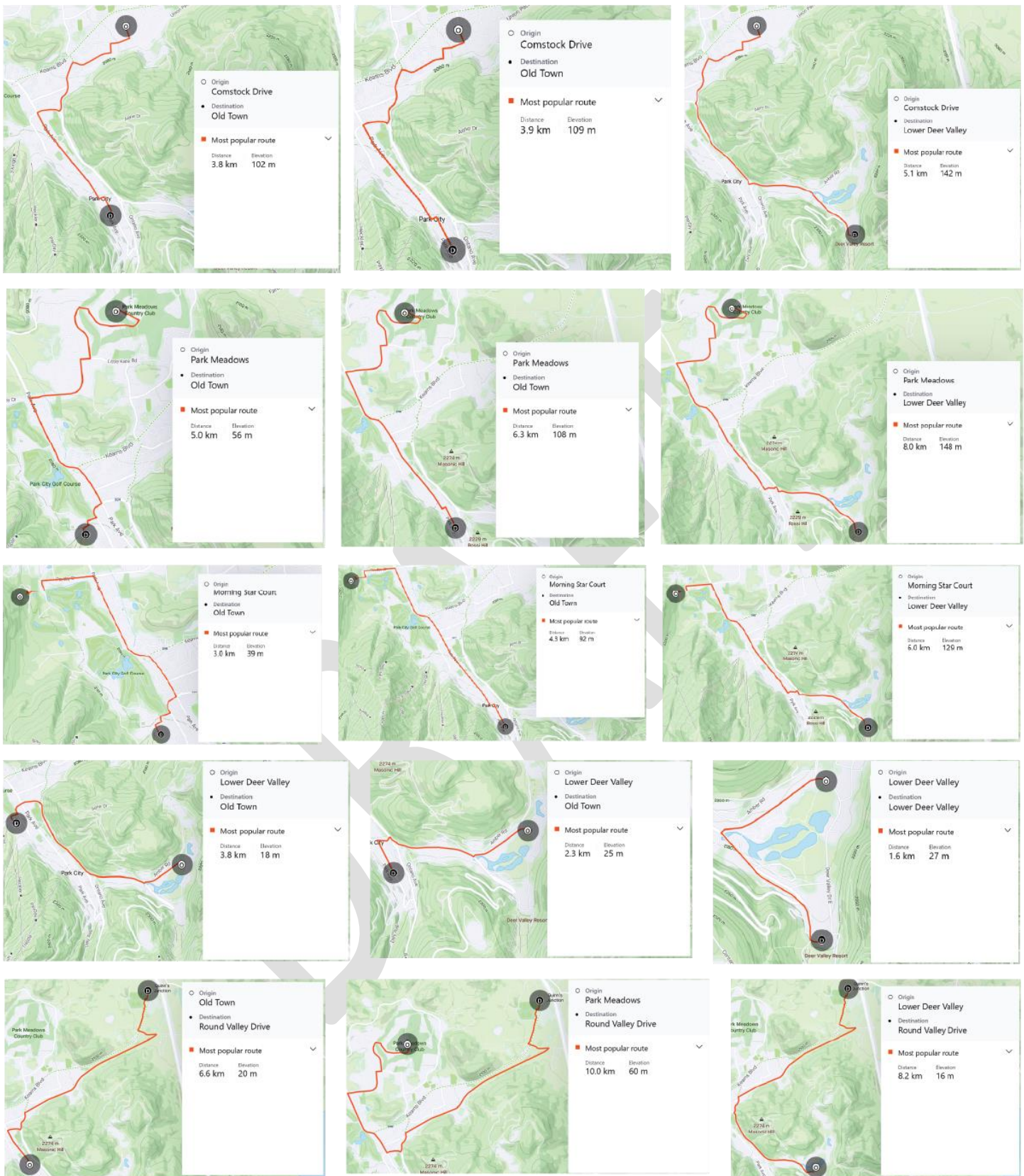


Figure 6: Most popular routes for Strava-logged cycling trips between select neighborhoods and key destinations

Safety

Fatal and Injury Crashes

Between January 2016 and December 2020, there were 2,082 total reported collisions involving all transportation modes in Park City (**Chart 8**), including 410 crashes where at least one person was injured and 3 crashes where at least one person was killed (**Figure 10**). Of the fatal crashes, 1 included a person walking. The 3 fatalities occurred at the following locations:

- Park Avenue at Hotel Park City Driveway (2016)
- Empire Avenue at Silver King Drive (2020)*
- Marsac Avenue between Prospect Ave and Wheaton Way (2020)

*Involved a person walking

Of the crashes that resulted in serious injuries or fatalities, 43 percent occurred at intersections and 57 percent occurred along roadways, at driveways, or at business entrances.

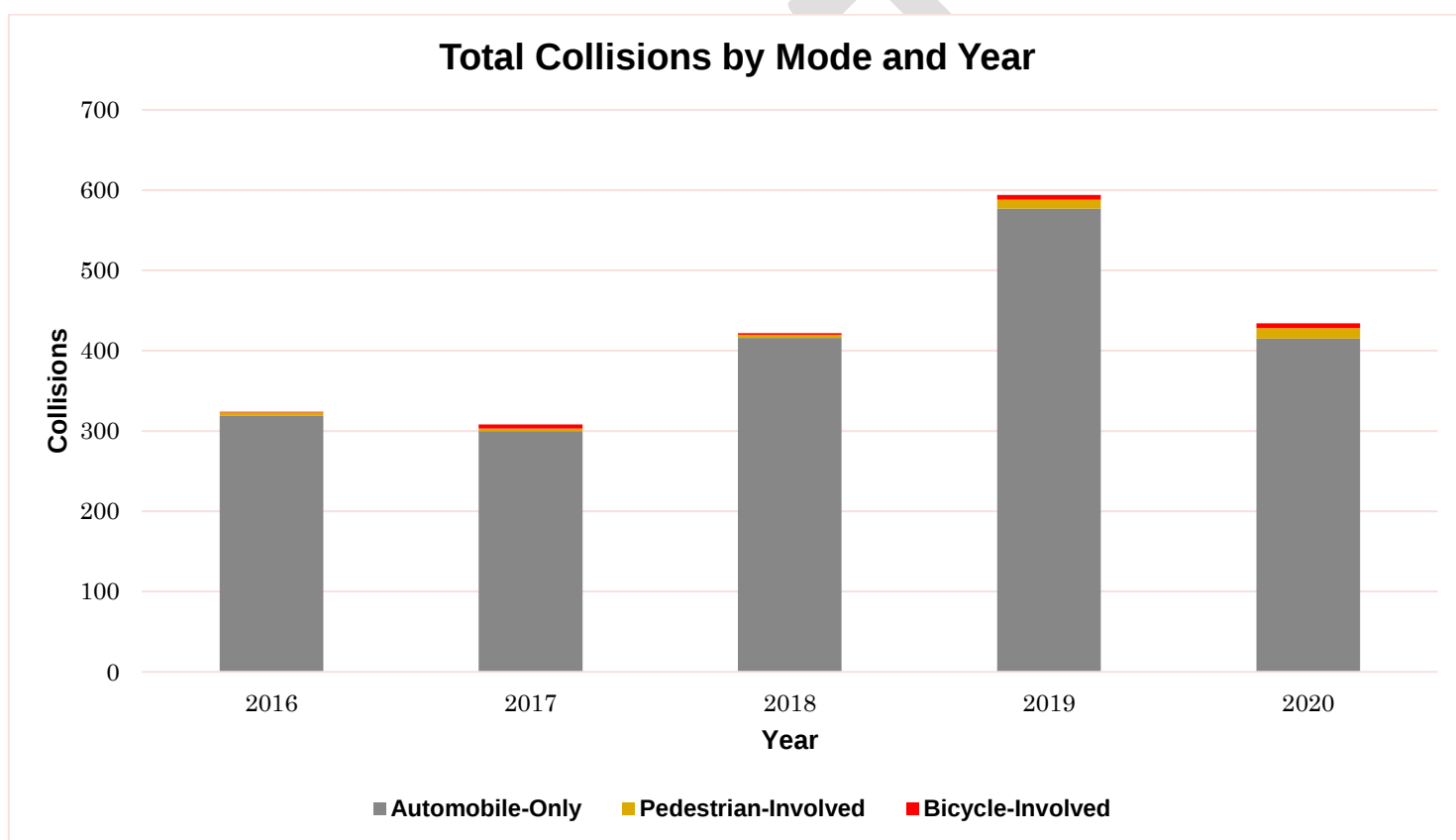


Chart 8: All crashes on roadways in Park City by mode; data from UDOT's Numetric website, Traffic Records division

Bicycle and Pedestrian Crashes

Figure 7 and **Figure 8** display crashes involving people bicycling and people walking, respectively. All crashes also involved a vehicle, confirmed by UDOT's Traffic Records division. Patterns of collisions involving people walking and biking can be found in urbanized areas within Park City, along high-volume and high-speed roadways such as Park Avenue, Kearns Boulevard, and Deer Valley Drive. This indicates a need for better bicycle and pedestrian infrastructure along busy streets. In the period between the beginning of 2016 and the end of 2020, there were 20 total bicycle-involved crashes and 35 total pedestrian-involved crashes. Of these, 1 pedestrian was killed.

Of the bicycle and pedestrian crashes, 53 percent occurred at intersections and 47 percent occurred at non-intersection locations (**Table 5**). Improvements to slow vehicle speeds and separate bicycle and pedestrian

movements from vehicle movements can reduce or eliminate these crashes. Leading pedestrian and bicycle intervals, protected intersections, and curb extensions could decrease the number of crashes involving people walking and bicycling in Park City.

	Four-Way Intersection	T Intersection	Intersection as Part of an Interchange	Not an Intersection	Total
Bicycle-Involved Crashes	3	5	0	12	20
Pedestrian-Involved Crashes	14	7	0	14	35

Table 5: Bicycle and Pedestrian Crash Locations

Ninety-five percent of bicycle crashes and 63 percent of pedestrian crashes occurred during daylight hours (**Table 6**). This is typical due to the higher likelihood that people are walking rather than bicycling at nighttime. Better lighting at intersections and more frequent and safe crossing locations could reduce nighttime pedestrian crashes. The primary factors for collisions involving people biking and walking include failure to yield right of way and contraflow cycling. Providing safe and visible crossings at desire lines for people walking and considering “two-way” separated bike lanes for people biking at certain locations will help reduce these types of collisions.

	Darkness Lighted	Darkness Unlighted	Dawn	Daylight	Dusk	Unknown	Total
Bicycle-Involved Crashes	0	1	0	19	0	0	20
Pedestrian-Involved Crashes	6	4	1	22	2	0	35

Table 6: Lighting Conditions during Bicycle and Pedestrian Crash

Bicycling collisions are concentrated during the summer months (July to September), likely because the weather is more conducive to bicycling. In contrast, collisions involving people walking occurred more frequently during the winter months. Forty-three percent of collisions involving people walking occurred in January and February. The high concentration of collisions involving people walking during the winter months may indicate the following:

- Lack of visibility and snow clearance may pose a threat to safety for people walking and biking, though fewer people bicycle in the winter months
- Collisions involving people walking is positively correlated with spikes in tourism and transit ridership

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Bicycle-Involved Crashes	0	0	0	0	0	0	7	6	6	0	0	1
Pedestrian-Involved Crashes	8	7	3	0	0	4	1	1	3	3	3	2

Table 7: Bicycle and Pedestrian Crashes by Month

Opportunities for Addressing Crashes in Bicycle and Pedestrian Plan Recommendations

An analysis of travel behavior in Park City indicates that residents and visitors are more likely to walk and bike for social activities and crash data indicate that bicycle and pedestrian collisions are concentrated along busy roadways and activity generators. The Bicycle and Pedestrian Plan can address this trend by:

- Recommending a suite of countermeasures, by roadway type, to improve visibility and providing safe crossing facilities mid-block and at intersections
- Paying special attention to improving roadway crossings and visibility on major roadways and near activity generators
- Offering strategies to improve visibility and snow clearance for people walking during the winter months
- Committing to regular maintenance of multi-use paths, sidewalks, and bikeways
- Introducing separated and protected facilities for people biking along major roadways, such as Park Avenue and Deer Valley Road
- Considering “two-way” separated bike lanes at trail crossings, major activity generators, and at major bikeway connections

For Park City and Summit County to achieve their collective vision for a “car-optional” culture, strategies that calm vehicle traffic speeds, improve visibility for people walking and biking, and designing safe linkages within the active transportation network are paramount.

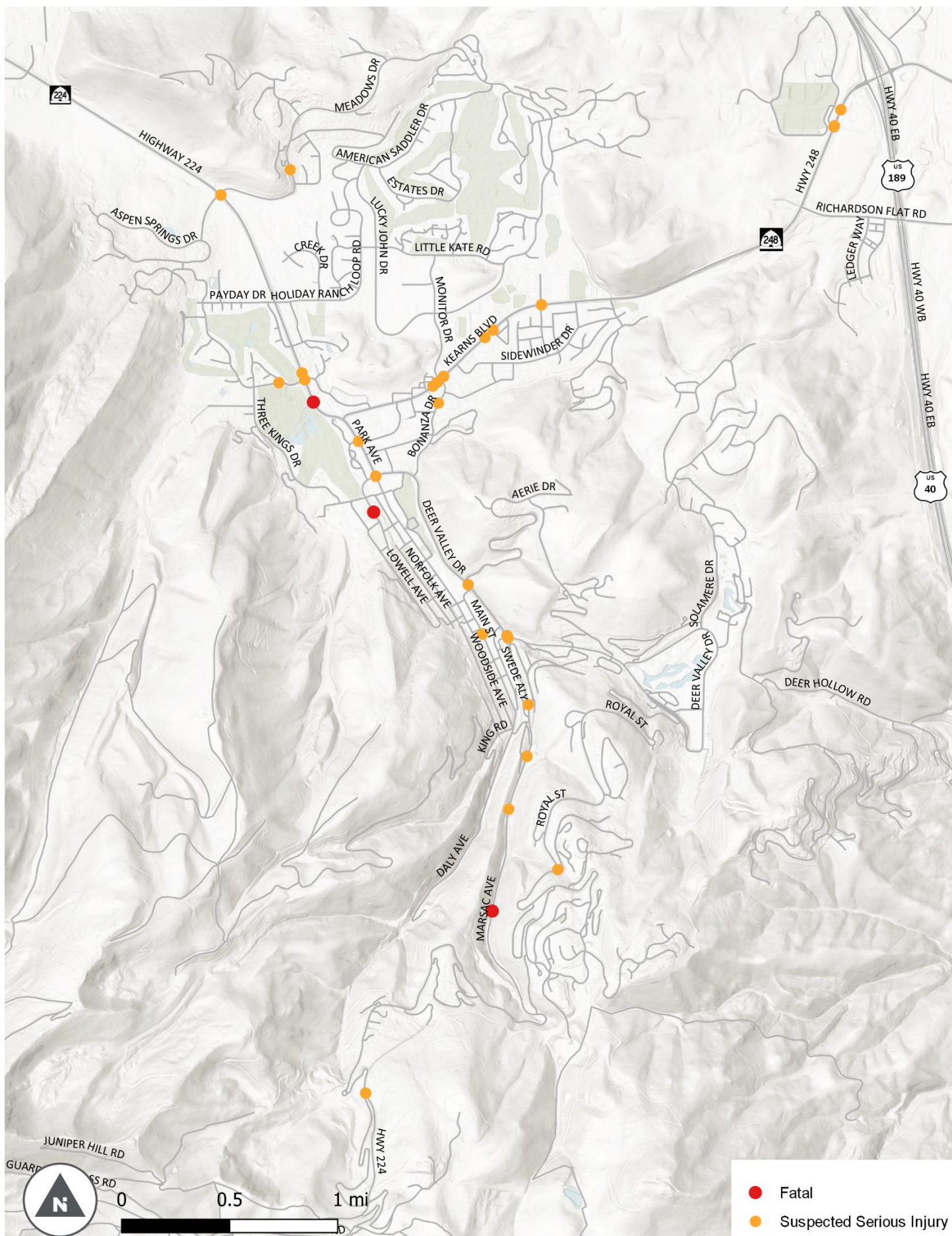


Figure 7: Fatal and Serious Injury Crashes (All Transportation Modes)

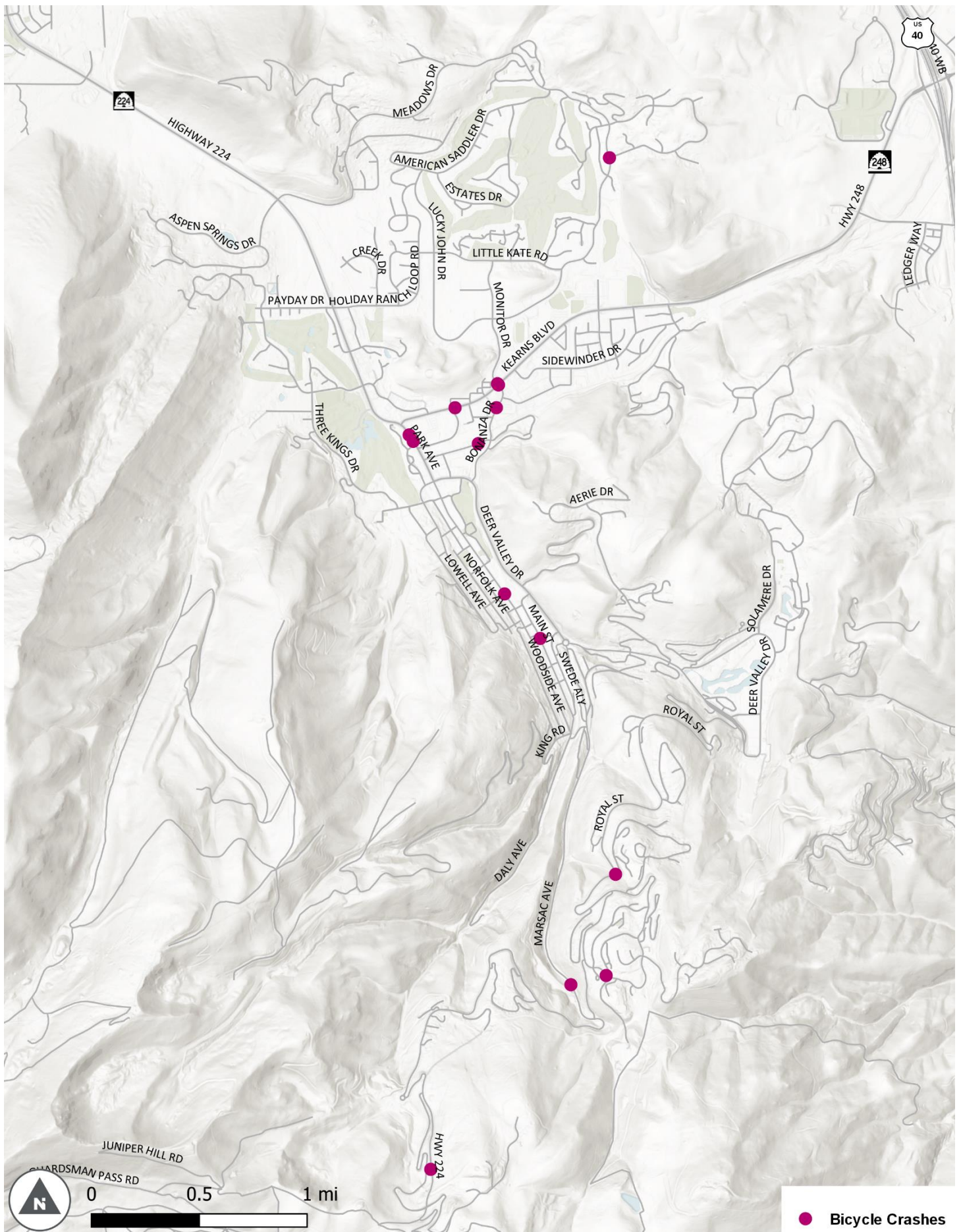


Figure 8: Crashes Involving People Bicycling

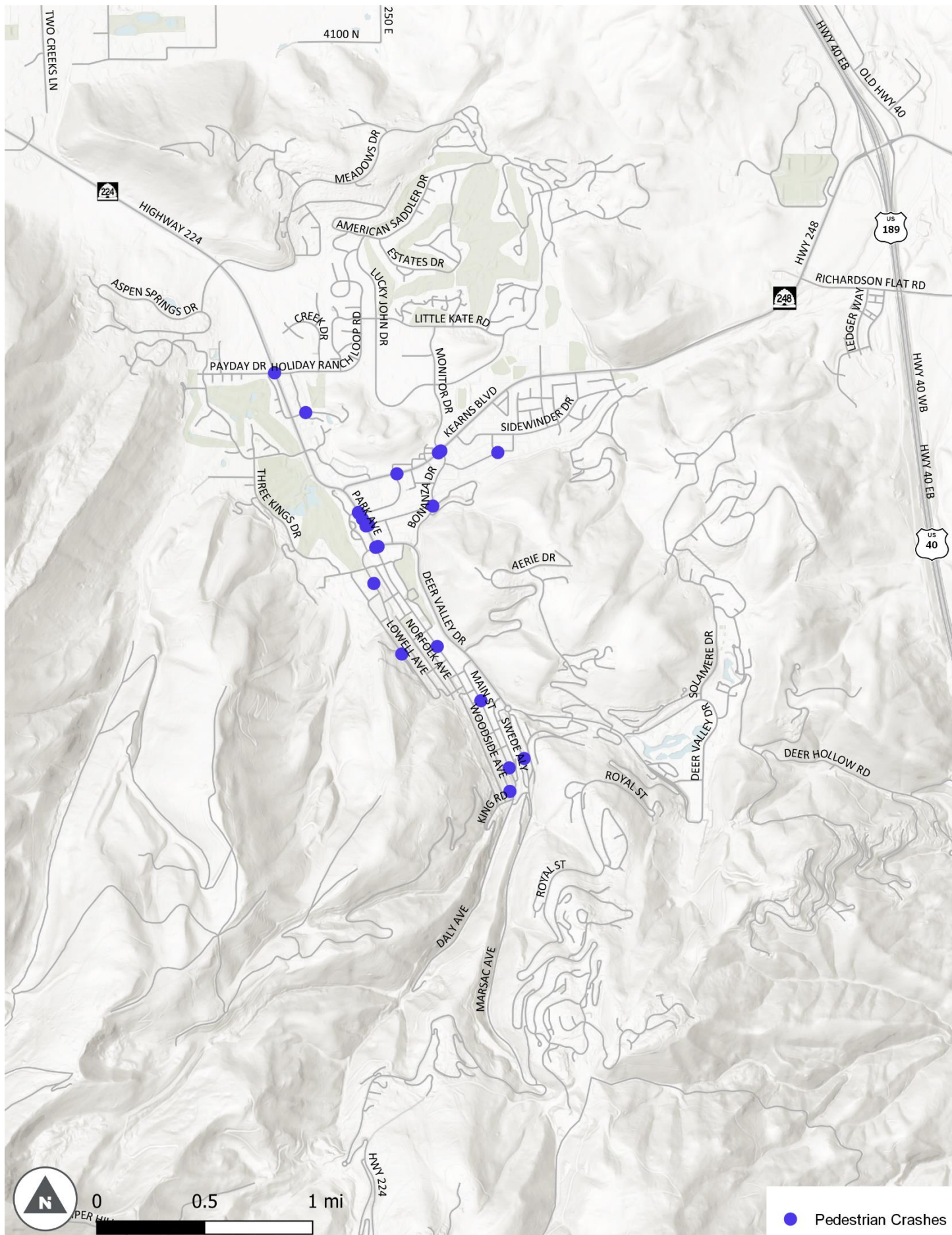


Figure 9: Crashes Involving People Walking

Conclusion

This Needs Assessment identifies the local and regional planning framework guiding the Bicycle and Pedestrian Plan, evaluates existing multimodal networks, analyzes demographic and socioeconomic trends, and summarizes relevant roadway safety data.

The following key findings of this Needs Assessment will be used in later sections of this Plan to identify opportunities to improve cycling and walking conditions in Park City:

- Park City has a robust active transportation network that is built primarily with off-street multi-use pathways.
- Summit Bike Share has operated since 2017 and primarily serves short-term trips and users. The system has struggled in recent years due to lack of bicycles in service.
- Park City's population—like the population of Summit County surrounding it—is majority White alone, high-income, and aging; however, Park City has a higher share of people in poverty and racial minorities than the County. The fastest growing population groups include non-English speakers and people over age 65.
- Park City serves as a regional employment, education, and recreational center. Much of Park City's workforce and school age population commutes into the city from the surrounding area.
- Mobility trends are highly seasonal in and around Park City—bicycling activity trends up during summer months, while transit usage peaks during winter months. This is in large part driven by local tourism, as winter skiing and major events like the Sundance Film Festival likely cause the surge in transit ridership, while warm weather recreation pushes bicycling and hiking activities.
- Use of the City's paved pathway network is high, reaching up to 5,600 counted trips per day on a peak day.
- The share of trips made by walking and biking is higher in Park City than in Summit County or Utah overall. This is largely because of the proximity of destinations, high-comfort multi-use path network, and active lifestyle of Park City residents.
- While the city has developed around economic drivers like winter and summer recreation tourism and special events that bring large amounts of visitors to Park City each year, local and regional planning and policy have recently shifted toward balancing economic growth with the needs and desires of residents, equitable development, and environmental sustainability. Planning is focused on how to make Park City an inclusive and vibrant place to live and destination to visit.
- Key to achieving equity and sustainability is developing a robust active transportation network that makes active transportation safe, easy, and convenient.
- Cyclist- and pedestrian-involved crashes are more likely to occur on busy streets and outside of intersections. Cyclist-involved crashes are more common during summer months when people are more likely to bike. Pedestrian-involved crashes are more common during peak winter tourism months than other times of the year.

These findings are intended to inform the recommendations and prioritization of projects in the Park City Bicycle and Pedestrian Plan.

COMMUNITY SURVEY SUMMARY

Park City Bicycle and Pedestrian Plan





Park City Municipal Corporation is developing an Active Transportation Plan and we need your input! This Plan will help us identify opportunities to make getting around by walking or bicycling safer and easier.

Take this
survey online
engageparkcity.org/active



How frequently do you use the following travel methods in the **SUMMER**? ☀️

	Every day	A few times / week	A few times / month	Less than once / month	Never
Walk	☐	☐	☐	☐	☐
Bike	☐	☐	☐	☐	☐
Bus	☐	☐	☐	☐	☐
Car	☐	☐	☐	☐	☐
Other	☐	☐	☐	☐	☐

How frequently do you use the following travel methods in the **WINTER**? ❄️

	Every day	A few times / week	A few times / month	Less than once / month	Never
Walk	☐	☐	☐	☐	☐
Bike	☐	☐	☐	☐	☐
Bus	☐	☐	☐	☐	☐
Car	☐	☐	☐	☐	☐
Other	☐	☐	☐	☐	☐

🚶 What is the biggest reason you don't **walk** more?

🚲 What is the biggest reason you don't **bike** more?

🚶 What word or phrase would you use to describe **walking** in Park City **today**?

🚲 What word or phrase would you use to describe **bicycling** in Park City **today**?

🚶 What word or phrase would you use to describe your hope for **walking** in Park City in **10 years**?

🚲 What word or phrase would you use to describe your hope for **bicycling** in Park City in **10 years**?

If you were mayor for a day, how would you spend \$100?

- \$ _____ Building new sidewalks
- \$ _____ Repairing or widening existing sidewalks
- \$ _____ Building trails
- \$ _____ Repairing or widening existing trails
- \$ _____ Installing on-street bikeways
- \$ _____ Improving crossings (crosswalk markings, signs, traffic signals, etc.)
- \$ _____ Adding bikeshare stations
- \$ _____ Installing traffic calming (speed humps, curb extensions, neighborhood traffic circles, etc.)
- \$ _____ Other _____
- \$ 100 TOTAL**

Please use this section to leave any additional comments about walking and bicycling in Park City or to expand on an answer from the front of this page.

The following questions are optional and are only intended to help us get input from a representative cross-section of Park City's population. All responses to this survey will be anonymized.

What is your relationship to Park City?
[check all that apply]

- ☐ I live in Park City
- ☐ I work in Park City
- ☐ I go to school in Park City
- ☐ I own property in Park City
- ☐ I own a business in Park City
- ☐ I visit and/or recreate in Park City
- ☐ Other: _____

What is your home ZIP code?

What is your age?

- ☐ 17 years old or younger
- ☐ 18 to 24 years old
- ☐ 25 to 34 years old
- ☐ 35 to 44 years old
- ☐ 45 to 54 years old
- ☐ 55 to 64 years old
- ☐ 65 years old or older

What races or ethnicities do you identify with?
[check all that apply]

- ☐ African American or Black
- ☐ Asian or Pacific Islander
- ☐ Latino or Hispanic
- ☐ Native American or Alaskan Native
- ☐ White
- ☐ Other: _____

What is your gender identity?

- ☐ Female
- ☐ Male
- ☐ Gender nonconforming or nonbinary
- ☐ Other



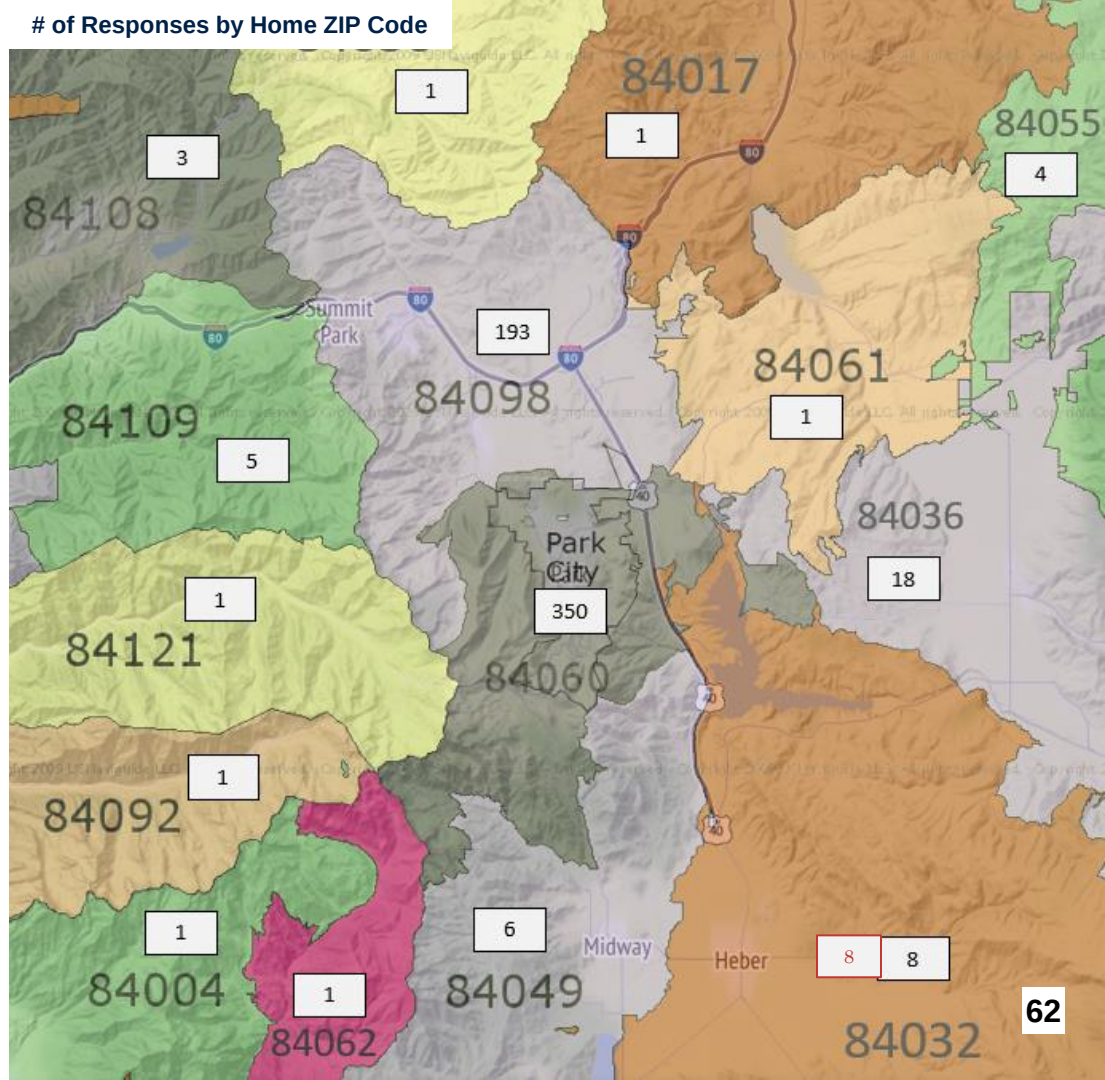
If you have any questions about this survey or the Active Transportation Plan, please contact: Austin Taylor (Active Transportation and TDM Manager)
austin.taylor@parkcity.org / 435-705-3519

Additional writing area and demographic questions on the back of this page ➡

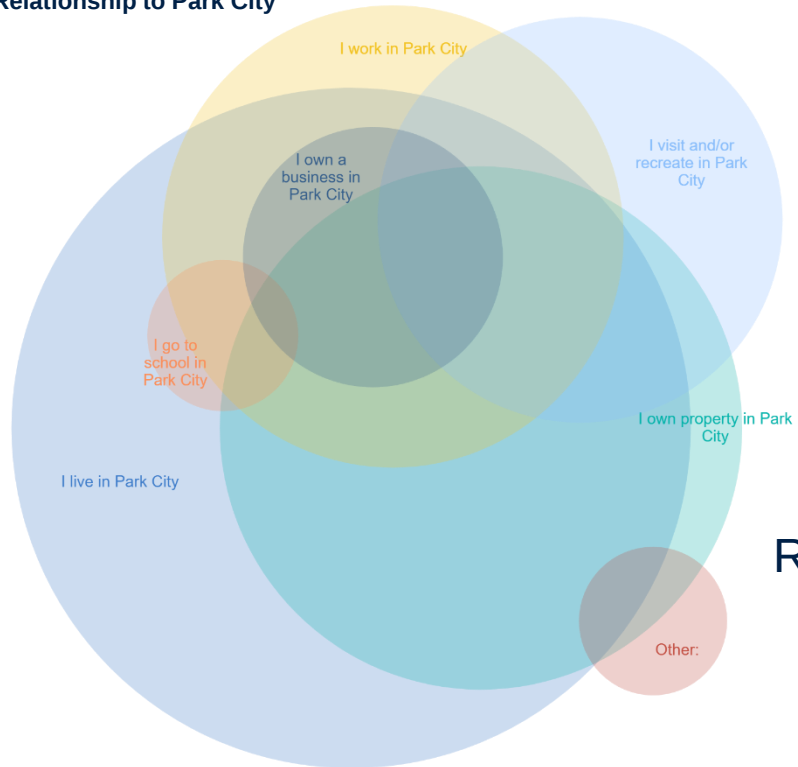
In fall 2021, Park City Municipal published a survey for the Plan and collected responses from the community.

City staff promoted the survey at community events, high foot-traffic areas, online, and with a postcard sent to each address in the 84060 zip code.

720 surveys completed



Venn Diagram of Relationship to Park City

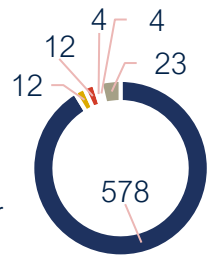


- 38% live in Park City
- 22% own property in Park City
- 17% work in Park City
- 13% visit and recreate in Park City
- 6% own a business in Park City
- 2% attend school in Park City

Of the survey respondents who own property in Park City, 89% live in Park City and 45% work in Park City

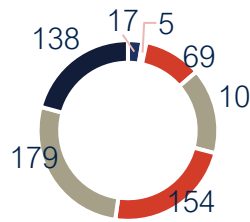
Race

- White
- Latino or Hispanic
- Asian or Pacific Islander
- African American or Black



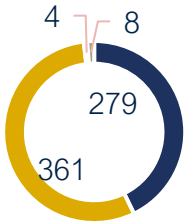
Age

- 17 years or younger
- 18 to 24 years old
- 25 to 34 years
- 35 to 44 years
- 45 to 54 years old
- 55 to 64 years
- 65 years old or older



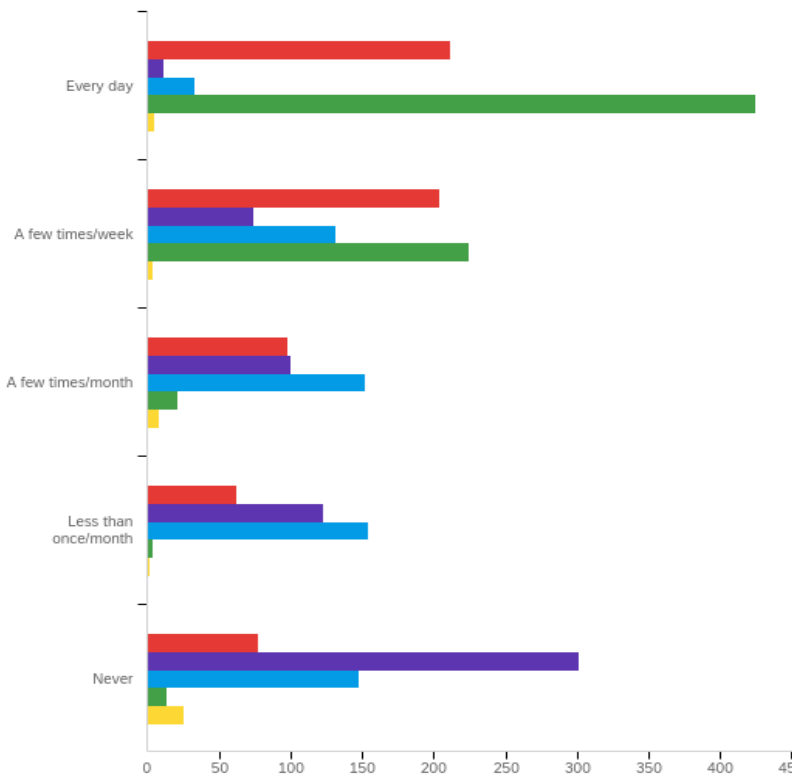
Gender Identity

- Female
- Male
- Gender nonconforming or nonbinary
- Other

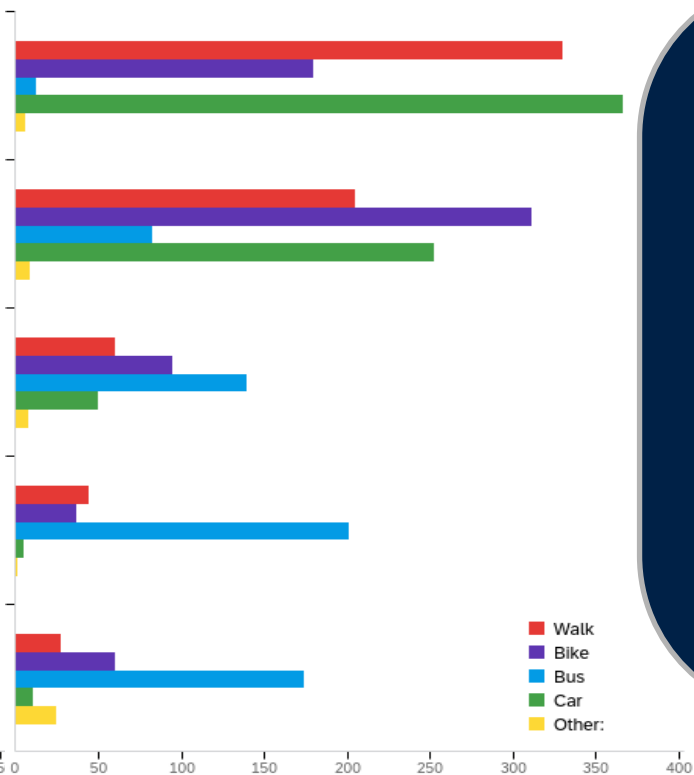


TRAVEL MODES

Winter



Summer



Highly seasonal weather in Park City influences travel behavior.

“My office is about 3 miles away, so I cannot safely and warmly ride my bike in the winter. But I ride during spring, summer and fall”.

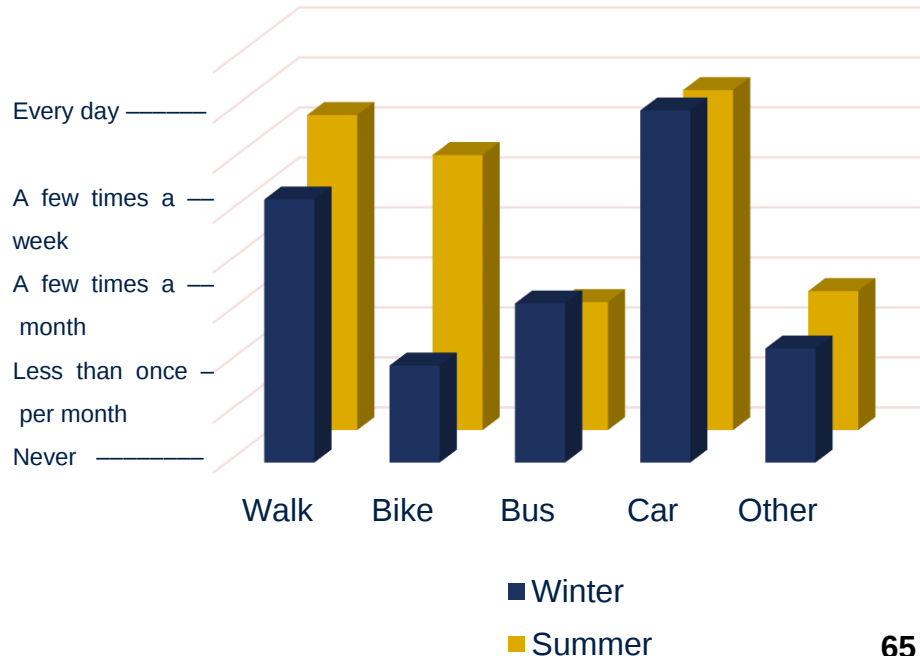
TRAVEL MODES

Other seasonal concerns include **snow on streets and multi-use paths** that may render them unusable or unsafe in winter. Safety concerns around **traffic and cars** may be a factor in the winter months when **visibility** is limited during commuting times due to a later sunrise and earlier sunset.

When asked why community members don't bike more:

"In the winter, the risk of falling on ice and difficulty riding in snow is the reason".

Travel Modes



ACTIVE TRANSPORTATION

IN PARK CITY *TODAY*

Walking

Many users enjoy Park City's sidewalks and paths and consider them pleasant and easy to use

Connectivity, maintenance, and sidewalk quality are inconsistent and can be inconvenient for pedestrians

Pedestrians have concerns over safety at intersections, crossings, and along sidewalks and paths

Biking

Bicyclists generally acknowledge Park City's bikeway network as "above average" and great for recreational use

Utility is diminished by a lack of bike parking and connectivity to additional points of interest

Congested paths and interactions with motorists make commuting by bike difficult and feel unsafe

ACTIVE TRANSPORTATION

IN PARK CITY *IN 10 YEARS*

Walking

The Park City community expects an increased investment in trails

Pedestrians envision safer a walking experience provided by better facility maintenance and safety education campaigns

Community members seek an expanded network, connected to all neighborhoods and local transit

Biking

Park City bicyclists want a less car-centric future that invests in bike lanes separated from vehicular traffic and pedestrians

Survey respondents would like more support facilities for comfort and utility, such as wayfinding

Bicyclists hope for support through greater multimodal integration, such as bike racks on buses

—BARRIERS TO WALKING—

weather
snow distance
traffic time far
winter

Aside from seasonal weather conditions, users mentioned **distance** and **time** to reach destinations as barriers to walking in Park City. Many respondents were interested in walking but found the **lack of network connectivity** limiting.

“I walk for exercise on trails often, not to get to a place. There is no bus access near me, so I cannot walk to a bus stop and we don’t live near a store or business to walk to”.

—BARRIERS TO BIKING—

snow
cars far
dangerous
time
traffic
cold
safety
park
winter
weather
distance

Safety is a major concern for people bicycling in Park City and the implementation of separated bike lanes is a popular demand.

Other requested **facilities investments** include bike parking, smaller bike share bikes for young cyclists, and an expanded e-bike program.

“I don’t trust cars on the street to not hit me.”

“It’s too easy to have accidents in ‘shared spaces.’”

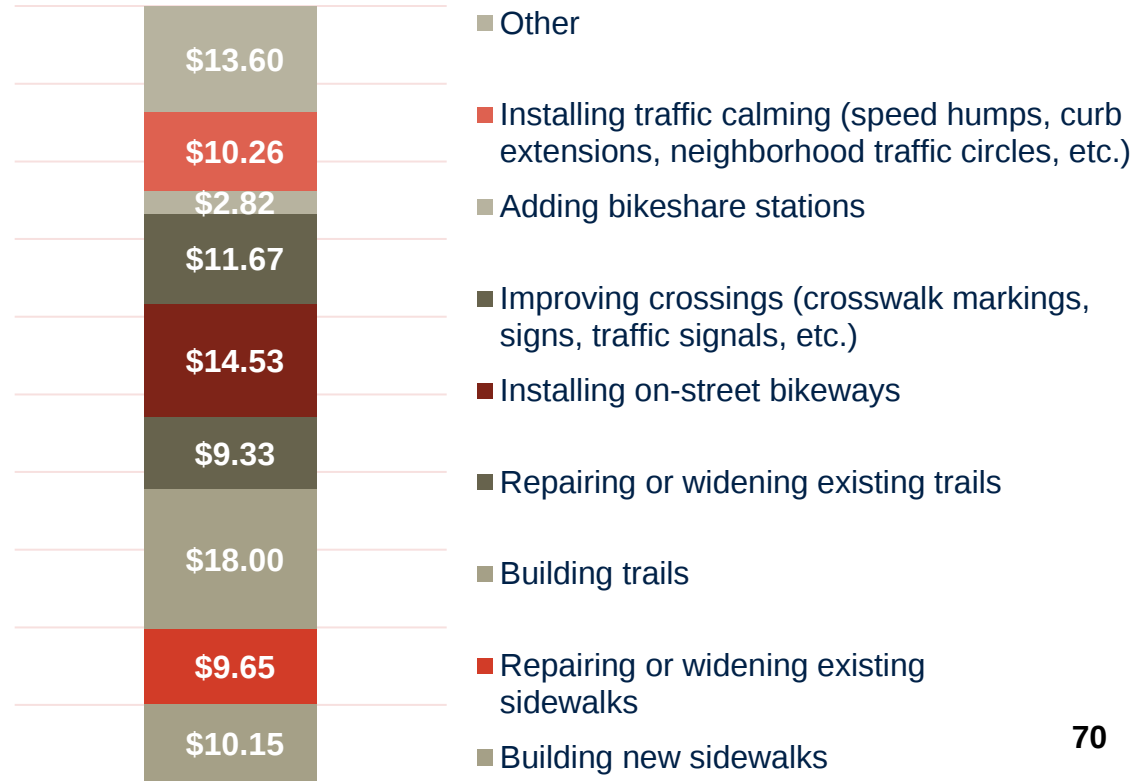
INVESTMENT

While investment priorities and mode preference is mixed within the Park City community, a clear hope for a **less car-centric future** was prominent in the survey.

Survey respondents also indicated that their transportation choices are also based on tourism surges.

Some suggested parking management strategies to **limit parking capacity** for visitors and a formal **safety campaign for e-bike users**.

“How would you spend \$100?”



COMMUNITY ASKS

Community members are interested in and willing to incorporate walking and biking into their lives if the journey is **safe, accessible, and comfortable**. The following key strategies can improve walking and biking conditions:

- **Trail expansion** to more neighborhoods and destinations
- Safe connections to the **transit network**
- **Support facilities and maintenance**, including consistent plowing during the winter months, trail repair, expanded bike share stations and bike parking, and cohesive wayfinding
- **User-separated spaces**, especially separating cyclists from vehicles and pedestrians from cyclists
- Network planning and policy development that **prioritizes bike and pedestrian travel modes**, accounts for geographic and seasonal challenges, and focuses on moving both locals and tourists equitably

—PROMINENT FEEDBACK—

The multi-use design of both on- and street facilities is a primary concern for the Park City community. Many feel it is dangerous to bike alongside traffic—even in a dedicated lane—and are calling for separated bike lanes.

The addition of e-bikes adds stress to crowded pathways; users are interested in separating pedestrians and bicyclists.

“When walkers, bikes, scooters, and skateboards share the same space, walkers lose.”

Council Agenda Item Report

Meeting Date: January 27, 2022

Submitted by: Michelle Downard

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

Incentives for Members of Public Bodies

Suggested Action:

Attachments:

[Public Bodies Member Incentives Staff Report](#)

City Council Staff Report

Subject: Incentives for Members of PCMC's Public Bodies
Author: Michelle Downard
Department: Executive
Date: January 27, 2022
Type of Item: Informational

This report responds to Council direction to consider additional incentives and the underlying governance of PCMC's boards, commissions, and committees, referred to collectively as public bodies.

Park City's Public Bodies include the Board of Adjustment, Board of Appeals, Forestry Board, Historic Preservation Board, Library Board, Planning Commission, Recreation Advisory Board, Police Complaint Review Committee, and Public Art Advisory Board. Public bodies play an important role in the inclusion of community members and stakeholders in the administration of City policy, programs, and initiatives.

On November 4, 2021, Council directed staff to consolidated code into a single chapter with a uniform set of policies to clarify the sometimes disparate appointment processes and administration for Public Bodies and examine possible additional incentives to reflect the commitment provided by members (see [packet](#), page 3 and [minutes](#), pg. 1). This report examines possible additional incentives to recognize the time commitment and community value provided by members of public bodies including best practices, per diem reimbursement, and other incentives.

Per Diem Reimbursement: [Utah State Code section 52-4-103](#) defines Public Bodies and [Utah State Code section 11-55-103](#) allows board members to receive per diem and travel expenses for meetings attended. However, [Utah Administrative Rule R25-5-4 Rates](#) limits per diem rates to \$60 for each official meeting attended that lasts up to four hours and \$90 for each official meeting longer than four hours.

Per diem reimbursement varies among Park City's public bodies and ranges from \$0 to \$100. While per diem modifications or increases may be desired, the current monetary incentives are appropriate when factoring in the limitations imposed by state law and the time commitment involved with serving on each public body. No change is recommended.

Best Practices: Several best practices for public bodies, including family-friendly meetings, schedule accommodations, providing technical support, reasonable snacks/meals, and diverse advertising/recruitment were identified and can be implemented based on discussions with each Public Body.

Other Incentives: The following incentives could be provided to public bodies if supported by Council:

- Ski resort access pass checkout (we would purchase a few hospitality passes and base upon availability);

- Annual Park City Clothing Apparel (with logo);
- Annual inclusion in PCMC Holiday Party;
- Annual Board and Commission Social;
- MARC- Member and Family Membership ;
 - Recreation Programs- Members and direct family members receive a 20% discount for advanced signup of programs or no charge if space available after the deadline;
 - Tennis- Members and direct family members walk on open tennis and pickleball courts at no charge; 20% discount on advance signup for tennis clinics, socials, and programs; no charge if space available after the deadline;
- Golf- Members only 10-play punch pass at 50% discount, up to 3 per member per year, and 20% discounts for direct family members, up to 1 per direct family member per year; and
- Ice Arena- Members and direct family members complimentary public skate admission and skate rental, as well as drop-in hockey as space available, and 20% discount for advance signup for Freestyle sessions, skating and hockey classes.

The best practices and other incentives would mirror what PCMC provides to employees and further demonstrate PCMC's intent to maximize incentives provided to members of public bodies.

Council Agenda Item Report

Meeting Date: January 27, 2022

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Minutes

Agenda Section:

Subject:

Consideration to Approve the City Council Meeting Minutes from January 6, 7, and 11, 2022

Suggested Action:

Attachments:

[January 6, 2022 Minutes](#)

[January 7, 2022 Minutes](#)

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

January 6, 2022

The Council of Park City, Summit County, Utah, met virtually in open meeting on January 6, 2022, at 6:00 p.m.

REGULAR MEETING

I) ROLL CALL

Attendee Name	Status
Mayor Nann Worel Council Member Max Doilney Council Member Becca Gerber Council Member Jeremy Rubell Council Member Tana Toly Matt Dias, City Manager Margaret Plane, City Attorney Michelle Kellogg, City Recorder	Present via Zoom
None	Absent

Mayor Worel announced 17 applications were received for the council seat vacated when she was elected mayor. The Council would interview the qualified applicants January 7 and 11, 2022, and would appoint a Council member for the remainder of the term at the January 13th Council meeting.

II) APPOINTMENTS

1. Appointment of a Mayor Pro Tem and Alternate for Calendar Year 2022:

Mayor Worel explained the pro tem would fill in as mayor when the mayor was unable. She suggested having Council Member Doilney remain as pro tem until she gets acclimated to being mayor. Council Member Doilney congratulated Mayor Worel as the first woman mayor for Park City. Margaret Plane, City Attorney, stated the code dictated a pro tem should be elected every year and continue until another was elected. Council Member Gerber explained the traditional process for electing a pro tem. The Council agreed Council Member Doilney could continue as pro tem for initial continuity under the new mayor. Council will revisit this item in a few months.

III) COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Matt Dias indicated staff was excited to work with the new Council. He thanked staff for their work during the holidays and noted staff felt grateful for the pay adjustment made by Council.

COVID-19 Update by Summit County Health Director, Phil Bondurant:

Phil Bondurant reviewed that a mask mandate was announced this afternoon as a result of the high cases of COVID and he felt this was the right step moving forward. He knew there was frustration by many that the County was back in this position. He didn't want to mandate masks, but stressed that they were needed at this time. Shelley Worley, Deputy Health Director, indicated they appreciated the support of the City staff and leadership. Council Member Toly asked how the 45-day mandate was determined. Bondurant stated from what was known about the Omicron variant and in discussing it with State officials, it was determined 45 days was sufficient given the high vaccination rate in the County. He had the authority to end the mandate early if the surge subsided earlier than anticipated. Council Member Toly asked if Bondurant could foresee other guidelines, such as social distancing restrictions, being put in place. Bondurant couldn't be sure, but he didn't see those additional measures being implemented for the near future. Council Member Toly asked if there were other counties in Utah that were considering mask mandates, to which Bondurant stated he didn't know.

Council Member Gerber knew the Health Department had the community's best interest in mind. She asked if masks were required at ski lift lines. Bondurant stated the mandate did not include outdoors, but masks should be worn when people moved indoors. Council Member Gerber asked if additional testing hours would be available since some people could not make the 10:00 a.m.-2:00 p.m. testing window. Worley indicated a third-party testing company would be starting as soon as next week and they would test five days per week for longer hours. They would set up at Richardson Flat and would alternate days in Kamas and Coalville.

Council Member Doilney stated the County was a leader at the beginning of the pandemic and it continued to be a leader as this new mandate was issued. He thanked Bondurant and his staff for their work. Council Member Rubell asked what the rules were for gyms. Bondurant stated masks were not required while exercising if social distancing could be maintained. Council Member Rubell stated the mandate was a challenge with tourism in town, and asked what education efforts would be made with the tourism industry. Dias related he, Mayor Worel, and Bondurant were on a call with the Chamber Board and they were onboard with getting information to the business community. The City and County were also working together to be consistent in their services. Council Member Rubell requested messaging on the buses to help riders comply with the mandate, to which Dias affirmed.

Council Member Toly asked about the timeline for providing signage and masks for businesses. Bondurant stated he was working with Mike McComb, Emergency Manager, and Jenny Diersen, Special Events Manager, to start the rollout on Main Street. The signage would come from the Chamber of Commerce and masks would go out tomorrow. Mayor Worel thanked Bondurant and Worley for their leadership and stated they had the support of the Council and the City.

Council Questions and Comments:

Council Member Doilney stated there were a lot of people around town. He was excited for the new Council and for having fresh eyes on issues.

Council Member Toly indicated she had worked constantly for the past three weeks, and she appreciated the communication to resolve the trash collection issue and the notices on snowplows during all the snow days. The service industry worked hard and there were long lines, so she predicted this would be the best December ever for businesses.

Council Member Rubell stated he was looking forward to the interview process for the vacant Council seat. He thanked staff for making a last-minute change and the work put into the swearing-in ceremony. He reviewed that after the election, he received a list of department managers and was told to contact them to learn about the workings of the City government. He appreciated the open-ended approach to learning the City offered.

Council Member Gerber congratulated Mayor Worel on being the new Mayor and welcomed Council Members Rubell and Toly to the Council. She was excited to make progress. She attended a Lodging meeting and it was noted there was a lot of snow and now a lot of COVID, and she appreciated the efforts to clear snow and keep things moving. She stated there were big impacts to the City over the Christmas break and she suggested having a plan to coordinate and mitigate impacts, whether it was led by the City or the major employers, or both.

Mayor Worel also thanked staff for changing the swearing-in ceremony to an outside venue and she thought it could be a new tradition to have that ceremony take place outside.

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

Mayor Worel opened the meeting for any who wished to speak or submit comments on items not on the agenda.

Michael Johnson stated Council was doing a great job and congratulated Council Member Rubell for a great campaign.

Mayor Worel closed the public input portion of the meeting.

VI) CONSENT AGENDA

1. Request to Authorize the City Manager to Enter into a Professional Services Agreement with BuzyBee Cleaning and Maintenance for Janitorial Cleaning Services for Three (3) Years in an Amount Not to Exceed \$1,162,696.81 in a Form Approved by the City Attorney:

2. Request for Approval of Special Event Temporary Alcoholic Beverage Licenses during the 2022 Sundance Film Festival:

3. Request for Approval of Type 2 Convention Sales Licenses for Operation during the 2022 Sundance Film Festival:

Mayor Worel noted Items Two and Three were removed from consideration because the Sundance Film Festival was not going to be in Park City.

Council Member Doilney moved to approve the Consent Agenda with the removal of Items Two and Three. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Rubell, and Toly

V) CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from December 9 and 16, 2021:

Mayor Worel asked if the minutes could be approved if there wasn't a quorum from those meetings in attendance. Margaret Plane explained the new members could vote even though they were not on Council at the time.

Council Member Gerber moved to approve the City Council meeting minutes from December 9 and 16, 2021. Council Member Toly seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Rubell, and Toly

VII) NEW BUSINESS

1. Consideration to Approve Ordinance 2022-01, an Ordinance Approving the 2022 Regular Meeting Schedule for City Council:

Council Member Toly asked if emergency meetings could convene in addition to the regular meetings. Plane indicated this was a regular meeting schedule, but special meetings could be scheduled at any time. Council Member Toly asked about the start time of the meetings, to which Mayor Worel explained the regular portion of the meeting always started at 6:00 p.m.

Council Member Rubell asked if language needed to be made on virtual meetings. Plane stated the public health determination could be made as needed, and the language would be part of the agenda.

Mayor Worel opened the public hearing.

Michael Johnson stated it was hard to get the public to attend Council meetings during the holidays in November and December, and that should be taken into account.

Mayor Worel closed the public hearing.

Council Member Doilney moved to approve Ordinance 2022-01, an ordinance approving the 2022 regular meeting schedule for City Council. Council Member Rubell seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Rubell, and Toly

2. Consideration to Approve Ordinance 2022-02, an Ordinance Amending Section 9-5-3, Parking Code - Types of Permits; and Section 4-7-3, Licensing - Conventional Sales and Commercial Hospitality Applications, of the Municipal Code of Park City:

Johnny Wasden, Parking Manager, presented this item and indicated the amendments refined some sections of the code. He reviewed the history that led to the code adoption and noted in 2017, staff was given direction to mitigate impacts during Sundance and other major events. These amendments would simplify the application process, and the code language would be moved from the Licensing Code to the Parking Code. He noted the permits were for loading and unloading during events.

Council Member Toly asked if this code was used for Arts Fest as well. Wasden stated Arts Fest was different because Main Street was shut down and it was governed by a Master Festival License. Council Member Rubell asked if there were substantive changes for old Blue Permit holders. Wasden stated there were three different prototypes for loading/unloading and it was being condensed for simplicity. He indicated the loading times would not change.

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

Council Member Toly moved to approve Ordinance 2022-02, an ordinance amending Section 9-5-3, Parking Code - Types of Permits; and Section 4-7-3, Licensing - Conventional Sales and Commercial Hospitality Applications, of the Municipal Code of Park City. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Rubell, and Toly

VIII) ADJOURNMENT

IX) PARK CITY HOUSING AUTHORITY MEETING

I) ROLL CALL

Attendee Name	Status
Chair Nann Worel Board Member Max Doilney Board Member Becca Gerber Board Member Jeremy Rubell Board Member Tana Toly Matt Dias, Executive Director Margaret Plane, City Attorney Michelle Kellogg, Secretary	Present via Zoom
None	Absent

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

Chair Worel opened the meeting for any who wished to speak or submit comments on items not on the agenda. No comments were given. Chair Worel closed the public input portion of the meeting.

III) NEW BUSINESS

1. Consideration to Approve Resolution HA 01-2022, a Resolution Establishing a Regular Meeting Date, Time, and Location for 2022 Meetings and Appointing Officers of the Board of Directors of the Housing Authority of Park City, Utah:

Chair Worel opened the public hearing. No comments were given Chair Worel closed the public hearing.

Board Member Doilney moved to approve Resolution HA 01-2022, a resolution establishing a regular meeting date, time, and location for 2022 meetings and appointing officers of the Board of Directors of the Housing Authority of Park City, Utah. Board Member Toly seconded the motion.

RESULT: APPROVED

AYES: Board Members Doilney, Gerber, Rubell, and Toly

IV) ADJOURNMENT

X) PARK CITY REDEVELOPMENT AGENCY MEETING

I) ROLL CALL

Attendee Name	Status
Chair Nann Worel Board Member Max Doilney Board Member Becca Gerber Board Member Jeremy Rubell Board Member Tana Toly Matt Dias, Executive Director Margaret Plane, City Attorney Michelle Kellogg, Secretary	Present via Zoom
None	Absent

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

Chair Worel opened the meeting for any who wished to speak or submit comments on items not on the agenda. No comments were given. Chair Worel closed the public input portion of the meeting.

III) NEW BUSINESS

1. Consideration to Approve Resolution RDA 01-2022, a Resolution Establishing a Regular Meeting Date, Time, and Location for 2022 Meetings and Appointing Officers of the Board of Directors of the Redevelopment Agency of Park City, Utah:

Chair Worel opened the public hearing. No comments were given Chair Worel closed the public hearing.

Board Member Rubell moved to approve Resolution RDA 01-2022, a resolution establishing a regular meeting date, time, and location for 2022 meetings and appointing officers of the Board of Directors of the Redevelopment Agency of Park City, Utah. Board Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Board Members Doilney, Gerber, Rubell, and Toly

IV) ADJOURNMENT

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder



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

January 7, 2022

The Council of Park City, Summit County, Utah, met in open meeting on January 7, 2022, at 1:30 p.m. in the Council Chambers.

SPECIAL MEETING

I) ROLL CALL

Attendee Name	Status
Mayor Nann Worel Council Member Max Doilney Council Member Becca Gerber Council Member Jeremy Rubell Council Member Tana Toly Matt Dias, City Manager Margaret Plane, City Attorney Michelle Kellogg, City Recorder	Present
None	Absent

II) OPEN COUNCIL SEAT INTERVIEWS

1. Interview Ed Parigian, Michael Franchek, Aidan Lehfeldt-Ehlinger, Jamison Brandi, William "Bill" Ciraco, Michael Wong, John Greenfield, Mark Switzer, and Christopher Cherniak for City Council Seat:

Mayor Worel and the Council interviewed the above-mentioned applicants. Jamison Brandi was unable to interview due to a work conflict and was rescheduled for an interview on January 11th.

III) ADJOURNMENT

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder



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

January 11, 2022

The Council of Park City, Summit County, Utah, met in open meeting on January 11, 2022, at 4:30 p.m. in the Council Chambers.

SPECIAL MEETING

I) ROLL CALL

Attendee Name	Status
Mayor Nann Worel Council Member Max Doilney Council Member Becca Gerber Council Member Jeremy Rubell Council Member Tana Toly Matt Dias, City Manager Margaret Plane, City Attorney Michelle Kellogg, City Recorder	Present
None	Absent

II) OPEN COUNCIL SEAT INTERVIEWS

1. Interview David Dobkin, Henry Evans, Ryan Dickey, Jim Bauer, Laura Suesser, Tatiana Prince, Alexandra Ziesler, Tania Knauer, and Jamison Brandi for City Council Seat:

Mayor Worel and the Council interviewed the above-mentioned applicants. After the interviews were completed, Mayor Worel noted the candidates each brought unique qualities. Margaret Plane explained the process for determining the appointee. The Council had 30 days from when Mayor Worel resigned her Council seat to appoint a new Council member. The appointment was set for Thursday, January 13th. She gave scenarios for deliberation on Thursday and stated Council could discuss their thoughts tonight, but no action could take place tonight.

It was indicated the 17 candidates should be participating via Zoom on Thursday when the appointee was decided. That person would then be sworn in and that would be their first meeting. Mayor Worel hoped the appointee's family could attend the swearing-in

ceremony. The Council preferred appointing the new Council member Thursday and then the swearing-in could take place at the end of the meeting. Dias suggested moving the appointment item to the end of the agenda.

Mayor Worel requested a meeting break so the Council members could contemplate the applicants and come back with their top three choices. After a short break, the following was discussed:

Council Member Doilney wanted to take pieces from each applicant's perspective. He liked the innovative ideas presented. He thought a Planning background was important. The two picks he was leaning towards with Planning Commission experience were Laura Suesser and Ryan Dickey. He also liked William Ciraco and thought he had a studious nature that would benefit the Council.

Council Member Gerber agreed with Council Member Doilney's comments. She enjoyed hearing the applicants' love for the community. She had Dickey and Suesser at the top of her list as well because of their Planning backgrounds, but also for their comments on their applications. She also liked Ciraco for his comments on working with the resorts.

Council Member Toly stated her top two choices were Dickey and Suesser because of their Planning Commission and professional experience. She thought Dickey's real estate experience would be an asset on the Council. Suesser also worked on many legal projects that were City priorities. She felt running for Council was hard and the people who didn't run needed to have solid answers on why they didn't run. She felt her top choices had very good reasons for not running. Her third choice was Tania Knauer because of her vast experience and relationship with the school district.

Council Member Rubell stated he wasn't concerned that the appointee had a Planning Commission background. His top choices included Ed Parigian, who ran for election in 2019, but was not elected by a slim margin. Ciraco was also one of his choices because he gave an impressive interview and would represent the new residents. Henry Evans was third for his passion and drive. Council Member Rubell liked that Evans had lived in other resort communities and was currently in public service as a firefighter. He also liked that he lived in the Park City Heights area of the City.

Mayor Worel summarized all the candidates brought different strengths and she commended Council for narrowing down the applicants. She stated this could be a jumping off place for further discussion Thursday. Council Member Doilney asked for Mayor Worel's thoughts on the applicants or the benefit of having someone with a Planning Commission background. Mayor Worel stated being on the Planning Commission gave Council members a different lens to look at issues, but it wasn't a requirement to have someone with a Planning background because staff could be brought in as a resource. Council Member Gerber felt strongly that it was helpful to have

1 Council members with a Planning background. They understood code and how to
2 interpret it. It was not absolutely necessary, but it was very helpful.

3
4 Council Member Doilney stated Council Member Rubell brought up the fact that all four
5 of the current Council have other jobs and three had very young children. He thought
6 there should be consideration to have someone on Council that had the time for liaison
7 roles and other Council responsibilities. He appreciated Knauer's experience and the
8 passion Parigian had and how dedicated he was on City issues. He thought they would
9 do well if they ran for election in two years.

10
11 Council Member Toly thought it would be beneficial to direct the unsuccessful applicants
12 to other City boards or give them feedback on running in two years. Council Member
13 Rubell indicated this discussion was not who was the single best candidate, but Council
14 should look at the best fit in the big picture. Council Member Doilney commented the
15 appointee would have to sprint to get up to speed on City issues.

16
17 **III) ADJOURNMENT**

18
19 With no further business, the meeting was adjourned.

20
21
22 _____
Michelle Kellogg, City Recorder

Council Agenda Item Report

Meeting Date: January 27, 2022

Submitted by: Michelle Downard

Submitting Department: Executive

Item Type: Resolution

Agenda Section:

Subject:

Consideration to Approve Resolution 01-2022, a Resolution Adopting a Temporary Tent and Outdoor Structure Approval Process to Aid Business Operations During COVID-19
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Temporary Structures Staff Report](#)

[Exhibit A: Temporary Structures Review Criteria](#)

[Exhibit B: Temporary Structures Resolution](#)

City Council Staff Report



Subject: Temporary Structures on Private Property for COVID Relief
Author: Michelle Downard, Resident Advocate
Dave Thacker, Chief Building Official
Gretchen Milliken, Planning Director
Department: Executive, Building, and Planning Department
Date: January 27, 2022
Type of Item: Administrative

Summary Recommendation

Hold a public hearing, discuss, receive public input, and consider adopting a resolution to establish a temporary program to allow businesses to install temporary structures and tents in private, outdoor spaces through May 1, 2022. This program is intended to help local businesses maximize health and safety practices due to reduced capacity business operations.

Background

The standard process to install a temporary structure on private property requires an Administrative Conditional Use Permit (CUP) and Fire Permit. CUP's are issued through the Planning Department and Fire Permits are issued through the Building Department. Permitting can take two to three weeks to process, a two-week noticing period, and a public hearing and public input before making a determination.

However, based upon increasingly stringent COVID protocols and the volume of items on upcoming agendas, scheduling public hearings may significantly delay the application process. Similar to previous efforts during the initial waves of COVID, staff recommends the City Council consider reinstating a streamlined process to waive certain requirements for temporary structures and expedite the review process.

On October 29, 2020, Council adopted Resolution 24-2020 (see [packet, pg. 196](#) and [minutes, pg. 11](#)) approved a similar resolution from October 29, 2020, to May 1, 2021. As a result, 27 temporary structures and tents were approved with an average processing time of 4 days within the Old Town, Prospector and Snow Creek. However, in fall 2021, COVID transmission rates had decreased and permit requests for temporary structures and tents had decreased as well. Therefore, a similar resolution was not adopted in 2021.

Analysis

This Resolution does not waive or modify any other State or local permitting including regulations of the Summit County Health Department and Utah Department of Alcoholic Beverage Control.

Funding

Resolution 24-2020 resulted in \$3,446.32 of uncollected permit fee revenue for waived Conditional Use Permits and Business Licenses. This Resolution is anticipated to result in a comparable amount of lost revenue.

Fees are based on the City's personnel, administrative, and support expenses incurred while processing a Conditional Use Permit and Business License. This Resolution would streamline those processes, reduce incurred expenses thereby reducing any concern related to revenue.

Fire Permits will continue to be required, processed, and site inspections completed. Therefore, Fire Permit fees are recommended to cover costs incurred.

Department Review

The Planning, Building, Finance, Sustainability, Legal, and Executive Department has reviewed this report.

Exhibit

Exhibit A	Emergency Regulations Criteria
Exhibit B	Resolution



PARK CITY MUNICIPAL CORPORATION REGULATIONS for TEMPORARY TENTS AND OTHER TEMPORARY STRUCTURES

The City seeks to support business compliance, including restaurants and bars, by allowing a temporary structure or tent to expand the premise through a streamlined fire permit, and without a Conditional Use Permit. The purpose of this permit is for the one-time installation of a temporary structure to support safe, social distancing. This process does not waive or modify any other State or local permitting including regulations of the Summit County Health Department and Utah Department of Alcoholic Beverage Control.

The Chief Building Official shall include supplemental review of the fire permit by the Planning, Engineering, and Economic Development Departments, who may recommend further conditions of approval consistent with the standards herein.

Fire Permit applications must meet the following requirements:

- 1) **APPLICATION.** An Application must be submitted to the Building Department including the following information:
 - a) **GENERAL DESCRIPTION.** An overview of the proposed activity shall include hours of operation, anticipated capacity, use of speakers, any beer or liquor license, any sign or lighting plan, heaters, and any other applicable information.
 - b) **SITE PLAN.** The site plan shall indicate the location of the temporary structure or tent on the Property and distances from Property Lines and other Structures. A separate plan for the interior of any temporary structure or tent may be required depending on proposed use. This plan will indicate any chairs, tables, exits, sanitation, heating, food service/handling etc. A snow mitigation plan must be included.
 - c) **STRUCTURAL INFORMATION AND CALCULATIONS.** For all temporary structures and tents greater than 400 square feet in Floor Area, the Applicant must submit structural calculations, wind load information, fire rating, etc.
 - d) **FEES.** All applicable fees will be required.
 - e) **FIRE PERMIT.** A permit issued by the Building Department is required for temporary structures and tents greater than 400 square feet in Area, or as determined by the Chief Building Official upon review of size, materials, location, weather, and proposed use.

Exhibit A- PCMC Regulations for Temporary Tents and Other Temporary Structures

- f) ELIGIBILITY. Only businesses with a valid Park City Business license are eligible for this temporary approval. Not available for convention and sales or temporary licenses.

2) REVIEW CRITERIA

- a) Any net loss of parking shall be mitigated in the Applicant's plan.
- b) The proposed Use shall not impede pedestrian circulation, emergency Access, or any other public safety measure.
- c) The Use shall not violate the Noise Ordinance, Municipal Code Chapter 6-3.
- d) The Use shall comply with the Land Management Code Setbacks and review criteria for temporary structures and tents, excluding the Administrative Conditional Use Permit.
- e) The signage shall comply with the Sign Code, Title 12.
- f) The lighting shall comply with Municipal Code § 12-4-9 and Land Management Code § 15-5-5(J).
- g) The Use shall not violate the Summit County Health Code, the Fire Code, or State Regulations on mass gathering.
- h) The Use shall not violate the International Building Code.
- i) The Applicant shall adhere to all applicable City and State licensing ordinances.
- j) A snow mitigation plan must be provided to manage snow accumulation on top and around temporary structures and tents.

3) SUPPLEMENTAL GUIDELINES

- a) Public Property. Activations within the City Rights-of-Way or other public property must be approved by the City Council or their designee through a separate lease, encroachment permit, or similar agreement.
- b) Duration. Temporary structures or tents for premise expansion shall be removed prior to May 1, 2022.
- c) Safety & ADA Requirements. Sidewalks and City Rights-of-Way must maintain an adequate pedestrian flow of at least 44" from fire hydrants, crosswalks, public utility access, and building entrances. Each business is responsible for ensuring compliance with fire/emergency access and ADA requirements.
- d) Temporary Signage. Temporary signs are not allowed on any temporary structure or tent.
- e) Support Equipment. Temporary equipment such as umbrellas, planters, or temporary barriers and signs are allowed, but shall not be permanently affixed to public property. Such items shall (a) be included on the site plan and approved as part of the fire permit, (b) be properly weighted, and (c) be no more than 80 inches above existing grade. Space heaters may be permitted consistent with the

Exhibit A- PCMC Regulations for Temporary Tents and Other Temporary Structures

manufacturer's recommendations. A 44" pedestrian path shall be maintained at all times.

- f) DABC Approval. Individual businesses are responsible to operate within and obtain any applicable DABC regulations and approvals related to premise expansion. Proper DABC permits are required to serve alcohol in a temporary structure or tent. [Applicants are advised current DABC approvals may expire in April 1, 2022.] Please contact beth.bynan@parkcity.org if Local Consent is needed.
- g) Health Department Approval. Individual Businesses are responsible to operate consistent with applicable County health occupancy and space limitations and obtain any necessary permits from the Summit County Health Department to serve food and beverages within the temporary structure or tent.

4) PERMIT DENIAL OR REVOCATION

- a) The Planning Director or Chief Building Official shall have the authority to add or modify conditions of approval on a case to case basis and deny or revoke a permit found to be in violation of any pertinent laws, regulations, or intent of the Resolution.

Appeal Process. Appeal of the issuance or denial of the fire permit by the Building Official may be filed within three (3) business days to the City Manager.

**A RESOLUTION ADOPTING A TEMPORARY TENT AND OUTDOOR STRUCTURE
APPROVAL PROCESS TO AID BUSINESS OPERATIONS DURING COVID-19**

WHEREAS, the City seeks to support business compliance, including restaurants and bars, by allowing a temporary structure or tent to expand the premise through a streamlined fire permit, without obtaining Conditional Use Permit; and

WHEREAS, Park City shall require compliance of all other regulations including the Municipal Code, Land Management Code, International Fire Code and International Building Code;

WHEREAS, this Resolution does not waive or modify any other State or local permitting including regulations of the Summit County Health Department and Utah Department of Alcoholic Beverage Control; and

WHEREAS, a public hearing was held on Jan 27th 2022.

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

SECTION 1. ADOPTION. The City Council hereby adopts the temporary Tent and Outdoor Structure Regulations as outlined in Exhibit A.

SECTION 2. EFFECTIVE DATE. This resolution shall take effect immediately.

PASSED AND ADOPTED this 27th day of January, 2022.

PARK CITY MUNICIPAL CORPORATION

Mayor Nann Worel

Attest:

Michelle Kellogg, City Recorder

APPROVED TO FORM:

City Attorney's Office

Council Agenda Item Report

Meeting Date: January 27, 2022

Submitted by: Rebecca Ward

Submitting Department: Planning

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve Ordinance No. 2022-03, an Ordinance Approving the Founders Place Subdivision Located at 3267 West Deer Hollow Road, Parcel 00-0021-01977 in Park City, Wasatch County, Utah
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Founders Place Subdivision Staff Report](#)

[Exhibit A: Ordinance No. 2022-03](#)

[Exhibit B: Founders Place Subdivision Plat](#)

City Council Staff Report

Subject: Founders Place
Applications: PL-21-04914; PL-21-05074
Author: Rebecca Ward
Date: January 27, 2022
Type of Item: Subdivision Plat



Recommendation

(I) Review the Founders Place Subdivision; (II) conduct a public hearing; and (III) consider approving Ordinance No. 2022-03 (Exhibit A).

Description

Applicant: Bill Fiveash with Deer Crest Associates I, LC
Location: Parcel 00-0021-01977 in Wasatch County
3267 West Deer Hollow Road
Zoning District: Recreation Commercial within a Master Planned Development
Adjacent Uses: Residential; Open Space; Deer Valley Resort
Application: PL-21-04914
Reason for Review: The Planning Commission reviews proposed Subdivision Plats, conducts a public hearing, and forwards a recommendation to City Council. The City Council conducts a public hearing and takes final action.¹

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

Summary

On January 12, 2022, the Planning Commission unanimously approved modifications to the Deer Crest Master Planned Development and a Conditional Use Permit for Multi-Unit Dwellings for the Founders Place development, a 354,264-square-foot ski-in ski-out village on a 30.7-acre property in the Deer Crest area, including:

- 199,200 square feet for 78 residential units in four buildings,
- 5,400 square feet for six employee housing units,
- 3,229 square feet of Support Commercial,
- 100,857 square feet of Residential Accessory Uses, and
- 45,578 square feet for 123 underground parking spaces, five uncovered parking spaces, and parking circulation ([Staff Report](#); [Audio](#)).

Also on January 12, 2022, the Planning Commission unanimously forwarded a positive recommendation to City Council for the Founders Place Subdivision, a 6.39-acre Lot 1, a 2.50-acre Lot 2, a 2.93-acre Lot 3, and an 18.88-acre Open Space Parcel (Exhibit A, Attachment 1). The Planning Commission recommends the City Council consider adding a Condition of Approval regarding Deer Hollow Road, described below.

¹ LMC [§ 15-7.1-6\(C\)](#).

Background

Deer Crest

Founders Place² is in the Deer Crest area east of Deer Valley Resort and west of HWY 40. The Founders Place site is along Deer Hollow Road, a private road accessed from Park City through the Queen Esther Gatehouse to the west or from HWY 40 and unincorporated Wasatch County through the Jordanelle Gatehouse to the east. The Deer Crest Master Association operates the gates. The Applicant's Site Vicinity Map is below:



The Deer Crest area was originally within unincorporated Wasatch County and developers in the area started the land use review process with Wasatch County in the late 1980s. In 1991, the Wasatch County Commissioners approved a [Density Determination](#) outlining future development and use for what was then called the Telemark Park Resort. However, due to the project's location and impacts to several jurisdictions, a lawsuit ensued regarding development and services.

In 1995, Park City Consolidated Mines Company, Trans-Wasatch Company, and Park City Municipal Corporation entered into a [Settlement Agreement](#). The Settlement Agreement outlined annexation and future development of Deer Crest projects in Park

² The 1995 Settlement Agreement refers to the site as Slalom Village. The Deer Crest Homeowner Association Materials refer to the site as Deer Hollow. The Applicant submitted material for Deer Hollow, but later changed the name to Founders Place.

City. The Settlement Agreement established no more than 83 units at 2,400 square feet per unit (199,200 square feet) for the Founders Place site.

The Settlement Agreement required the developer to amend the 1991 Wasatch County Density Determination. In 1996, Wasatch County approved the [First Amended Density Determination](#), which retained 83 units not to exceed 2,400 square feet (199,200 square feet) for the Founders Place site.

Under the parameters outlined in the Settlement Agreement, on December 17, 1998, the City Council approved [Ordinance No. 98-53](#), annexing 253 acres of the Deer Crest property into Park City. Also on December 17, 1998, the City Council approved [Ordinance No. 98-51](#), amending the Zoning Map to include the Deer Crest annexation area. Founders Place is in the Recreation Commercial within a Master Planned Development Zoning District. The Founders Place project is the last Multi-Unit Dwelling development in the Park City Deer Crest area.

For full project background, please see the December 8, 2021 Planning Commission [Staff Report](#).

Deer Hollow Road

The 1995 [Settlement Agreement](#) required development on the Founders Place site to physically sever the Deer Hollow Road³ connection between Park City and unincorporated Wasatch County to prevent through traffic. However, in 2017, the parties to the Settlement Agreement proposed removing this requirement.

On February 8, 2017, the Planning Commission reviewed the proposed changes to the Settlement Agreement ([Staff Report](#), p. 117; [Minutes](#), p. 11). The Planning Commission continued the discussion to March 22, 2017 ([Staff Report](#), p. 241; [Minutes](#), p. 23). On March 22, 2017, the Planning Commission reviewed the proposed amendment, conducted a public hearing, and forwarded a positive recommendation to the City Council to amend the Settlement Agreement and remove the requirement that Deer Hollow Road be disconnected at the time of future development. On June 15, 2017, the City Council approved the Settlement Agreement amendment ([Staff Report](#); p. 343; [Minutes](#), p. 12). On December 4, 2017, the [Third Amendment to the Settlement Agreement](#) was recorded with Wasatch County.

The Third Amendment to the Settlement Agreement outlines the following regarding Deer Hollow Road:

- Deer Hollow Road is no longer required to be physically disconnected
- Official vehicles of emergency service providers (police, fire, and emergency medical) are allowed to use Deer Hollow Road to provide emergency services to properties, residents, guests, and others within the project
- Deer Hollow Road is otherwise for exclusive use by the owners, guests, and

³ Formerly known as Keetley Road.

- invitees within the project
- The public may use Deer Hollow Road
 - For an evacuation necessary to protect human life
 - A natural disaster
 - A major public safety event determined by the Park City Fire Marshal, Park City Police Chief, Wasatch County Fire Chief, or other public safety officer of similar rank in Park City or Wasatch County
 - The public may not use Deer Hollow Road for non-life endangering causes like
 - Traffic congestion
 - Delays caused by weather
 - Public or private events and gatherings
 - Deer Crest Master Association must maintain and operate the Queen Esther and Jordanelle Gates in accordance with the 1995 Settlement Agreement to prevent public vehicle access between HWY 40 and Park City
 - If the gates are not operated in accordance with the 1995 Settlement Agreement and the Deer Crest Master Association does not cure the defect, the City may reinstate the Deer Hollow Road disconnection requirement at Deer Crest Master Association expense

The Planning Commission recommends the City Council preserve future reevaluation of expanded public use of Deer Hollow Road. The Planning Commission recommends the City Council consider adding the following Condition of Approval for Ordinance No. 2022-03 approving the Founders Place Subdivision:

If the City, Deer Crest, Wasatch County, and other parties later agree to allow expanded public use of Deer Hollow Road, Founders Place owners and Founders Place Homeowner Association shall not object to, or veto expanded public use.

Analysis

The Planning Commission makes a recommendation to City Council for Subdivision ordinances. The City Council may adopt or reject the recommended Subdivision ordinance as proposed by the Planning Commission or may make any revision considered appropriate.⁴

(I) The Founders Place Subdivision complies with the Recreation Commercial Zoning District requirements and the Subdivision requirements outlined in the Land Management Code.

Please see the January 12, 2022 Planning Commission [Staff Report](#), pages 2 – 10 for compliance analysis.

(II) There is Good Cause for the Founders Place Subdivision.

⁴ LMC [§ 15-7.1-6\(C\)\(3\)](#).

The Planning Commission must make a finding of Good Cause prior to making a positive recommendation to the City Council for a Subdivision approval.⁵

Land Management Code [§ 15-15-1](#) defines *Good Cause* as:

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.

The Founders Place proposal improves the development for the site compared to the 1995 site plan and reduces the overall site disturbance by decreasing the Limit of Disturbance by 40%, the driveway square footage by 53%, the gross building footprint square footage by 8%, the linear retaining wall square footage by 4%, and the exposed retaining wall face square footage by 34%.

Additionally, ¶ 5.2.3.1 of the 1995 Settlement Agreement requires four percent of the total number of units within Founders Place to be affordable employee units in compliance with Resolution No. 7-95. However, the Applicant met with the Housing Department to create an Affordable Housing Mitigation Plan that increases the affordable housing contribution from four to ten percent, and the Park City Housing Authority approved the Housing Mitigation Plan on January 13, 2022 ([Staff Report](#); [Audio](#)). The Housing Mitigation Plan includes two mitigation measures: six on-site affordable employee housing units and a community benefit fee. This Plan will provide on-site affordable employee units that will serve managers, full-time, and seasonal employees, while contributing to the Park City affordable housing fund for citywide initiatives. The Applicant will also implement a fee in accordance with state law which requires that 0.50% of the net purchase price for each market-rate unit sale, initially and with each subsequent sale, be transferred to Park City Municipal for the City's affordable housing budget. Fees will be transferred to Park City through December 31, 2040, as amended by City Council on January 13, 2022.

Department Review

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

⁵ LMC [§ 15-7.1-6\(C\)](#).

Notice

Staff mailed courtesy notice to property owners within 300 feet on December 17, 2021. Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on December 29, 2021. The *Park Record* published notice on December 29, 2021.

Public Input

No public input regarding the Subdivision and Condominium Plat was submitted when this report was published. For public input regarding the Founders Place Master Planned Development and Conditional Use Permit, please refer to [Exhibit S](#) of the Master Planned Development and Conditional Use Permit Staff Report.

Alternatives

- The City Council may approve Ordinance No. 2021-03 according to the Findings of Fact, Conclusions of Law, and Conditions of Approval;
- The City Council may deny Ordinance No. 2021-03 and direct staff to make findings for the denial;
- The City Council may continue the discussion to a date certain.

Exhibit

Exhibit A: Ordinance No. 2021-03 Approving the Founders Place Subdivision Plat
Attachment 1 – Founders Place Subdivision Plat

Ordinance No. 2022-03

**AN ORDINANCE APPROVING THE FOUNDERS PLACE SUBDIVISION LOCATED
AT 3267 WEST DEER HOLLOW ROAD, PARCEL 00-0021-01977 IN PARK CITY,
WASATCH COUNTY, UTAH**

WHEREAS, the owners of 3267 West Deer Hollow Road, Parcel 00-0021-01977 in the Deer Crest Master Planned Development area of Park City, Wasatch County, Utah petitioned the City Council for approval of the Founders Place Subdivision;

WHEREAS, on October 27, 2021, the Planning Commission conducted a work session on the Founders Place project;

WHEREAS, on November 10, 2021, the Planning Commission visited the Founders Place site;

WHEREAS, on December 8, 2021, the Planning Commission reviewed the Founders Place Subdivision, conducted a duly noticed public hearing, and continued the discussion to January 12, 2022;

WHEREAS, on January 12, 2022, the Planning Commission conducted a duly noticed public hearing and approved modifications to the Deer Crest Master Planned Development and the Founders Place Conditional Use Permit for construction of Multi-Unit Dwellings;

WHEREAS, on January 12, 2022, the Planning Commission conducted a duly noticed public hearing and unanimously forwarded a positive recommendation for City Council's consideration of the Founders Place Subdivision on January 27, 2022;

WHEREAS, on January 27, 2022, the City Council reviewed the Founders Place Subdivision and conducted a duly noticed public hearing; and

WHEREAS, the Founders Place Subdivision is consistent with the 1995 Telemark Settlement Agreement and Wasatch County Density Determinations governing the property;

WHEREAS, the Founders Place Subdivision is consistent with the Land Management Code, including Chapter 15-2.16 *Recreation Commercial Zoning District*, Chapter 15-6 *Master Planned Developments*, and Chapters 15-7 *Subdivisions*; and

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

SECTION 1. APPROVAL. The Founders Place Subdivision (Attachment 1) is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. Founders Place (formerly known as Deer Hollow and Slalom Village) is in the Deer Crest area east of Deer Valley Resort and west of HYW 40 along Deer Hollow Road, a private road accessed from Park City through the Queen Esther Gatehouse to the west or from HWY 40 through the Jordanelle Gatehouse to the east.
2. The Applicant proposes constructing 199,200 square feet for 78 residential units in four buildings, 5,400 square feet for six affordable employee units, 3,299 square feet of support commercial, 100,857 square feet of residential accessory uses, and 45,578 square feet for 123 underground parking spaces, five uncovered parking spaces, and parking circulation.
3. The area was originally within unincorporated Wasatch County and the proposed project started the land use review process with Wasatch County in the late 1980s.
4. In 1989, the property owner applied for a Density Determination from Wasatch County to develop what was then called the Telemark Park Resort.
5. In 1991, the Wasatch County Commissioners approved the Density Determination.
6. However, due to the project's location in several jurisdictions, a lawsuit ensued regarding development and services.
7. In 1995, Park City Consolidated Mines Company, Trans-Wasatch Company, and Park City Municipal Corporation entered into the Telemark Settlement Agreement.
8. The 1995 Settlement Agreement ¶ 2.2 describes the location of the Deer Crest property, which straddles several jurisdictions: *A portion of the Property lies within Park City city limits, and another portion of the Property lies within the annexation boundary of Park City. Of the approximately 678 acres, 524 acres lie within unincorporated Wasatch County, approximately 84 acres lie within unincorporated Summit County and approximately 70 acres lie within the Park City Municipal Corporation city limits.*
9. The 1995 Settlement Agreement outlined the process and conditions for annexing portions of the Deer Crest property into Park City, as well as development parameters. The 1995 Settlement Agreement established the following regarding Founders Place within what was then identified as the Slalom Village development envelope:
 - a. No more than 83 Multi-Unit Dwellings at 2,400 square feet per unit (totaling 199,200 square feet)

- b. 60% of the Multi-Unit Dwellings concentrated in a primary village structure
 - c. Four Single-Family Dwellings
 - d. A 20,000-square-foot ski academy
 - e. A ski chairlift located within a 1,100-foot radius of the primary village structure
 - f. Support commercial up to 5% of the gross square footage and appropriate amenities
10. The 1995 Settlement Agreement required the property owners to amend the 1991 Wasatch County Density Determination. In 1996, the First Amended Density Determination was recorded with Wasatch County. The First Amended Density Determination increased the single-family dwellings from four to five and included 83 townhouse/cottages (units not to exceed 2,400 square feet, totaling 199,200 square feet).
11. In 1997, the parties amended the 1995 Settlement Agreement, transferring the 20,000-square-foot ski academy to Telemark Park (also known as the Jordanelle Village Resort).
12. On December 17, 1998, the City Council approved Ordinance No. 98-53, annexing 253 acres of the Deer Crest property into Park City.
13. Also on December 17, 1998, the City Council approved Ordinance No. 98-51, amending the Zoning Map to include the Deer Crest annexation area.
14. Founders Place is in the Recreation Commercial within a Master Planned Development Zoning District.
15. On December 23, 1998, Deer Crest Associates I, LC recorded the Deer Hollow Village Subdivision at Deer Crest, creating five single-family lots pursuant to the Founders Place density allocation.
16. In 2021, the Applicant submitted Conditional Use Permit, Modification to a Master Planned Development, Subdivision, and Phase I Condominium Plat applications to construct the remaining Multi-Unit Dwelling density.
17. The Founders Place Subdivision creates a 6.93-acre Lot 1, a 2.50-acre Lot 2, a 2.93-acre Lot 3, and an 18.88-acre Open Space Parcel.
18. The Applicant proposes developing the project in three phases:
- a. Phase I: Buildings 1 and 2, amenity space, and the pool/ski deck.
 - i. Housing unit count: 32
 - ii. Gross square footage: 158,813
 - iii. Construction start date: spring 2022
 - b. Phase II: Building 3
 - i. Housing unit count: 19
 - ii. Gross square footage: 89,422
 - iii. Construction start date: spring 2023
 - c. Phase III: Building 4 and associated pedestrian bridge
 - i. Housing unit count: 27

- ii. Gross square footage: 114,222
 - iii. Construction Start Date: spring 2024
19. On October 19, 2021, the Park City Development Review Committee evaluated the project and did not identify issues or concerns.
 20. On October 27, 2021, the Planning Commission conducted a work session on the project.
 21. On November 4, 2021, the Wasatch County Development Review Committee evaluated the project and provided input and recommended Conditions of Approval.
 22. On November 10, 2021, the Planning Commission visited the site.

Conclusions of Law

1. There is Good Cause for the Founders Place Subdivision because the Founders Place proposal improves the development for the site compared to the 1995 Site plan and reduces the overall Site disturbance by decreasing the Limit of Disturbance by 40%, the driveway square footage by 53%, the gross building footprint square footage by 8%, the linear retaining wall square footage by 4%, and the exposed retaining wall face square footage by 34%. Additionally, the Applicant will provide affordable employee housing for 10% of the project.
2. The Founders Place Subdivision is consistent with the Land Management Code Chapter 15-2.16 *Recreation Commercial Zoning District*, Chapter 15-6 *Master Planned Developments*, and Chapters 15-7 *Subdivisions*.
3. Neither the public nor any person will be materially injured by the Founders Place Subdivision.
4. Approval of the Founders Place Subdivision, subject to the conditions below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval

1. Approval of the Founders Place Subdivision is contingent upon Planning Commission approval of the Founders Place modifications to the Deer Crest Master Planned Development and the Founders Place Conditional Use Permit for Multi-Unit Dwellings.
2. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the Founders Place Subdivision Plat for compliance with State law, the Land Management Code, and the Conditions of Approval, prior to recordation of the plat.
3. The Applicant shall record the plat with Wasatch County within one year from the date of City Council approval. If recordation has not occurred within one year, this approval for the Subdivision will be void, unless a request for an extension is made in writing prior to the expiration date and extension is granted by the City Council.

4. The property is not located within the Park City Soil Ordinance Boundary and therefore is not regulated by the City for mine related impacts. However, if the property owner encounters mine waste or mine waste impacted soils the property owner must handle the material in accordance with state and federal law.
5. The City Engineer review and approval of all lot grading, utility installations, public improvements, and drainage plans is required for compliance with City standards and is a condition precedent to building permit issuance.
6. The Site plans and Building design must resolve snow release issues to the satisfaction of the Chief Building Official.
7. The Applicant shall coordinate with Park City and Wasatch County entities regarding public improvements as outlined in the Deer Crest Interlocal Agreement.
8. Within six months of the modification to the Master Planned Development approval, the Applicant shall submit a phasing plan as part of the Development Agreement in a form approved by the City Attorney's Office and Mayor.
9. The City Engineer shall review and approve the final Subdivision mylar prior to recordation with Wasatch County for compliance with Park City Design Standards, Construction Specifications, and Standard Drawings.
10. The Applicant shall work with the Engineering Department to address subsurface drainage and storm water drainage, prior to submitting a building permit.
11. Slope stability analysis completed by a geotechnical engineer prior to submitting a building permit, to be reviewed and approved by the Engineering Department.
12. The Applicant shall dedicate the four-foot soft-surfaced Pipeline and Village Trails for public use on the subdivision plat, as approved by the Trails & Open Space Manager and City Attorney's Office.
13. No Certificate of Occupancy shall be issued until Final Grading is completed and Lots are recovered with topsoil an average depth of at least six inches, which shall contain no particles over two inches in diameter over the entire area of the Lot, except that portion covered by buildings or included in Streets, or where the Grade has not been changed or natural vegetation damaged.
14. All disturbed areas on Lots shall be covered with topsoil and re-vegetated at a minimum with seed sown at not less than four pounds to each one thousand square feet. In the spring, seed shall be sown between March 15 and May 15; in the fall, seed shall be sown between August 15 and September 30. The seed shall be a native grass seed mix approved by the City and shall have been tested for germination within one year of the date of seeding.
15. Interior and exterior fire sprinkler systems may be required of all projects based upon an analysis of the size of the Structures, vegetation surrounding the Structures, and location of the project as it relates to Fire District response time, to be determined with the Wasatch County Fire District.

16. No cut trees, timber, debris, earth, rocks, stones, soil, junk, rubbish, or other waste materials of any kind shall be buried in any land or left deposited on any Lot or road at the time of issuance of a Certificate of Occupancy and removal shall be required prior to issuance of any Certificate of Occupancy.
17. The Applicant shall submit a draft Founders Place Homeowner Association Declaration that includes the affordable housing obligations outlined in the approved Housing Mitigation Plan for review and approval by the Planning, Housing, and Legal Departments prior to submitting a subdivision mylar. The Declaration shall be approved, executed, and recorded simultaneously with the condominium plat.
18. The Applicant shall change the name of the Subdivision Plat during the redline process from Deer Hollow to Founders Place to reflect the renaming of the project prior to printing to final mylar.

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

PASSED AND ADOPTED this 27th Day of January, 2022.

PARK CITY MUNICIPAL
CORPORATION

Nann Worel, MAYOR

ATTEST:

City Recorder

APPROVED AS TO FORM:

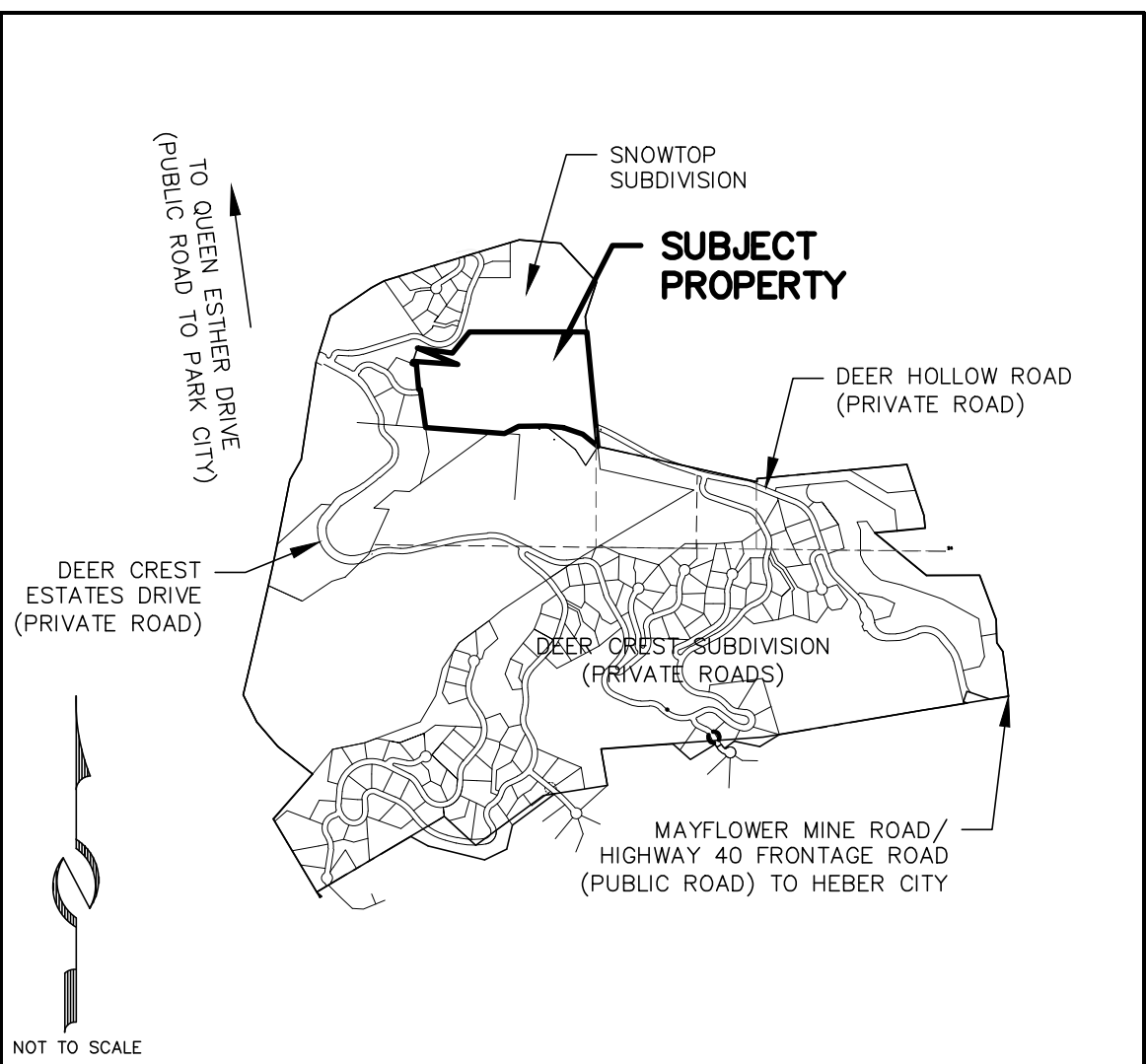
City Attorney's Office

FOUND 0.3" METAL PIPE
FILLED WITH CONCRETE, WITH NAIL
W 1/4 COR, S14, T2S, R4E, SLB&M

FOUND 0.3" METAL PIPE
FILLED WITH CONCRETE, WITH NAIL
W 1/4 COR, S14, T2S, R4E, SLB&M

FOUND 0.3" METAL PIPE
FILLED WITH CONCRETE, WITH NAIL
W 1/4 COR, S14, T2S, R4E, SLB&M

FOUND 0.3" METAL PIPE
FILLED WITH CONCRETE, WITH NAIL
W 1/4 COR, S14, T2S, R4E, SLB&M



VICINITY MAP

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S 84°51'43" W	15.85'
L2	N 5°08'17" W	224.04'
L3	N 68°20'38" W	41.23'
L4	N 18°45'09" E	22.41'
L5	S 85°42'00" E	414.97'
L6	N 39°16'30" E	250.51'
L7	N 50°41'29" W	180.00'
L8	N 71°41'29" W	190.00'
L9	N 84°41'29" W	160.00'
L10	S 89°18'31" W	250.00'
L11	S 63°01'02" W	146.41'

LINE TABLE		
LINE	DIRECTION	LENGTH
L12	N 84°51'43" E	63.57'
L13	S 73°59'21" E	99.31'
L14	S 60°34'33" E	63.18'
L15	S 76°46'58" E	48.93'
L16	S 67°59'26" E	118.20'
L17	N 76°46'58" W	48.93'
L18	N 60°34'33" W	63.18'

LINE TABLE		
LINE	DIRECTION	LENGTH
L19	N 71°7'09" E	50.00'

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	355.00'	131.04'	21°08'56"
C2	385.00'	107.76'	16°02'11"
C3	240.50'	58.37'	13°54'23"
C4	175.00'	132.42'	43°21'22"
C5	425.00'	120.22'	16°12'25"
C6	125.00'	39.75'	18°13'09"
C7	525.00'	86.38'	9°25'38"
C8	175.00'	55.65'	18°13'09"
C9	375.00'	106.07'	16°12'25"
C10	225.00'	170.26'	43°21'22"
C11	190.50'	46.24'	13°54'23"

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C12	225.00'	85.13'	21°40'41"
C13	225.00'	85.13'	21°40'41"
C14	175.00'	66.61'	21°48'35"
C15	175.00'	65.81'	21°32'47"



SURVEYORS CERTIFICATE

I, Michael Demkowicz, do hereby certify that I am a Professional Land Surveyor and that I hold License No. 4857264 as prescribed under the laws of the State of Utah. I further certify that by authority of the owner, I have made a survey of the land shown on this plat and described hereon, and have combined said land into FOUR (4) lots, hereafter to be known as FOUNDERS PLACE SUBDIVISION and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

LEGAL DESCRIPTION

That portion of estate conveyed in that Special Warranty Deed recorded July 01, 1996, as Entry No. 187886, in Book 325, at Page 746, of Official Records, and being located in Section 14, Township 2 South, Range 4 East, Salt Lake Base and Meridian, which intersects the following patented mining claims:

- Roosevelt (Mineral Survey 6645)
- Queen Esther No. 3, and Queen Esther No. 6 (Mineral Survey 6979)
- Gilt, Galena, Park City Consolidated No. 31, and Silver (Mineral Survey 6867)
- Less and excepting therefrom the following described properties:
- a) Deer Hollow Village at Deer Crest Official Plat recorded as Entry No. 209772, in Book 408, at Page 256.
 - b) Snowtop Subdivision at Deer Crest Official Plat recorded as Entry No. 209773, in Book 408, at Page 276.
 - c) Deer Crest Estates Phase II Official Plat recorded as Entry No. 209775, in Book 408, at Page 336.
 - d) Roosevelt No. 1 (Mineral Survey 6645)
 - e) Lot 27, Section 14, Township 2 South, Range 4 East, Salt Lake Base and Meridian.
 - f) The property described in that Special Warranty Deed recorded as Entry no. 411705, in Book 1129, at Page 679.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that the undersigned is the owner of the above described tract of land, and hereby causes the same to be divided into lots, and parcels, together with easements as set forth to be hereafter known as FOUNDERS PLACE SUBDIVISION and do hereby dedicate for the perpetual use of the public all roads and other areas shown on this plat as intended for public use. The undersigned owner also hereby conveys to any and all public utility companies a perpetual, non-exclusive easement over the public utility easements shown on this plat, the same to be used for the installation, maintenance and operation of utility lines and facilities. The undersigned owner also hereby conveys any other easements as shown on this plat to the parties indicated and for the purposes shown hereon.

In witness whereof, the undersigned set his hand this ____ day of _____, 2022.

Deer Crest Associates I, L.C.
a Utah limited liability company

By: _____
Its Authorized signatory

ACKNOWLEDGMENT

STATE OF UTAH)
) ss.
COUNTY OF WASATCH)

On this ____ day of _____, 2022, _____ personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, that he acknowledged to me that he executed FOUNDERS PLACE SUBDIVISION.

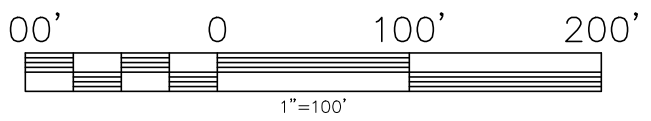
By: _____
Notary Public

Printed Name _____

Residing in: _____

My commission expires: _____

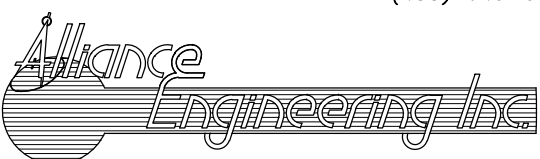
Commission No. _____



SHEET 1 OF 1

FOUNDERS PLACE SUBDIVISION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

JORDANELLE SPECIAL SERVICE DISTRICT AND
SPECIAL IMPROVEMENT DISTRICT

APPROVED THIS ____ DAY
OF _____, 2022

BY _____
GENERAL MANAGER

PLANNING COMMISSION

RECOMMENDED BY THE PARK CITY
PLANNING COMMISSION THIS ____
DAY OF _____, 2022

BY _____
CHAIR

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN
ACCORDANCE WITH INFORMATION ON
FILE IN MY OFFICE THIS ____
DAY OF _____, 2022

BY _____
PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS ____
DAY OF _____, 2022

BY _____
PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY
COUNCIL THIS ____ DAY OF _____, 2022

BY _____
MAYOR

CERTIFICATE OF ATTEST

I CERTIFY THIS PLAT
WAS APPROVED BY PARK CITY
COUNCIL THIS ____ DAY
OF _____, 2022

BY _____
PARK CITY RECORDER

WASATCH COUNTY
FIRE DISTRICT

APPROVED THIS ____ DAY
OF _____, 2022

BY _____
FIRE CHIEF

RECORDED

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

FEE RECORDER

TIME ____ DATE ____ ENTRY NO. ____

Council Agenda Item Report

Meeting Date: January 27, 2022

Submitted by: Rebecca Ward

Submitting Department: Planning

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve Ordinance No. 2022-04, An Ordinance Approving the Founders Place Phase I Condominium Plat Located at 3267 West Deer Hollow Road, Parcel 00-0021-01977 in Park City, Wasatch County, Utah

(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Founders Place Condominium Plat Staff Report](#)

[Exhibit A: Ordinance No. 2022-04](#)

[Exhibit B: Founders Place Phase I Condominium Plat](#)

City Council Staff Report

Subject: Founders Place
Applications: PL-21-04914; PL-21-05074
Author: Rebecca Ward
Date: January 27, 2022
Type of Item: Phase I Condominium Plat



Recommendation

(I) Review the Founders Place Phase I Condominium Plat; (II) conduct a public hearing; and (III) consider approving Ordinance No. 2022-04 (Exhibit A).

Description

Applicant: Bill Fiveash with Deer Crest Associates I, LC
Location: Parcel 00-0021-01977 in Wasatch County
3267 West Deer Hollow Road
Zoning District: Recreation Commercial within a Master Planned Development
Adjacent Uses: Residential; Open Space; Deer Valley Resort
Application: PL-21-04914
Reason for Review: The Planning Commission reviews proposed Condominium Plats, conducts a public hearing, and forwards a recommendation to City Council. The City Council conducts a public hearing and takes final action.¹

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

Summary

On January 12, 2022, the Planning Commission unanimously approved modifications to the Deer Crest Master Planned Development and a Conditional Use Permit for Multi-Unit Dwellings for the Founders Place development, a 354,264-square-foot ski-in ski-out village on a 30.7-acre property in the Deer Crest area, including:

- 199,200 square feet for 78 residential units in four buildings,
- 5,400 square feet for six employee housing units,
- 3,229 square feet of Support Commercial,
- 100,857 square feet of Residential Accessory Uses, and
- 45,578 square feet for 123 underground parking spaces, five uncovered parking spaces, and parking circulation ([Staff Report](#); [Audio](#)).

Founders Place is proposed to be developed in three phases. The Applicant will submit a Condominium Plat for each phase of development. On January 12, 2022, the Planning Commission unanimously forwarded a positive recommendation to City Council for the Founders Place Condominium Plat – Phase I, which includes 32 residential units and four affordable employee units, an amenity space, and a pool/ski

¹ LMC [§ 15-7.1-6\(C\)](#).

deck (Exhibit A, Attachment 1) ([Staff Report](#); [Audio](#)).

Background

Deer Crest

Founders Place² is in the Deer Crest area east of Deer Valley Resort and west of HWY 40. The Founders Place site is along Deer Hollow Road, a private road accessed from Park City through the Queen Esther Gatehouse to the west or from HWY 40 and unincorporated Wasatch County through the Jordanelle Gatehouse to the east. The Deer Crest Master Association operates the gates. The Applicant's Site Vicinity Map is below:



SITE VICINITY MAP

The project background is outlined in the Founders Place Subdivision staff report. For full project background, please see the December 8, 2021 Planning Commission [Staff Report](#).

Analysis

The Planning Commission makes a recommendation to City Council for Condominium Plats. The City Council may adopt or reject the recommended Condominium Plat as

² The 1995 Settlement Agreement refers to the site as Slalom Village. The Deer Crest Homeowner Association Materials refer to the site as Deer Hollow. The Applicant submitted material for Deer Hollow, but later changed the name to Founders Place.

proposed by the Planning Commission or may make any revision considered appropriate.³

(I) The Founders Place Phase I Condominium Plat complies with the requirements of the Land Management Code, modifications to the Master Planned Development, and the Multi-Unit Dwelling Conditional Use Permit.

Please see the January 12, 2022 Planning Commission [Staff Report](#), pages 9 – 10 for compliance analysis.

(II) There is Good Cause for the Founders Place Phase I Condominium Plat.

The Planning Commission must make a finding of Good Cause prior to making a positive recommendation to the City Council.⁴

Land Management Code [§ 15-15-1](#) defines *Good Cause* as:

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.

¶ 5.2.3.1 of the 1995 Settlement Agreement requires four percent of the total number of units within Founders Place to be affordable employee units in compliance with Resolution No. 7-95. However, the Applicant met with the Housing Department to create an Affordable Housing Mitigation Plan that increases the affordable housing contribution from four to ten percent, and the Park City Housing Authority approved the Housing Mitigation Plan on January 13, 2022 ([Staff Report](#); [Audio](#)). The Housing Mitigation Plan includes two mitigation measures: six on-site affordable employee housing units and a community benefit fee. This Plan will provide on-site affordable employee units that will serve managers, full-time, and seasonal employees, while contributing to the Park City affordable housing fund for citywide initiatives. The Applicant will also implement a fee in accordance with state law which requires that 0.50% of the net purchase price for each market-rate unit sale, initially and with each subsequent sale, be transferred to Park City Municipal for the City's affordable housing budget. Fees will be transferred to Park City through December 31, 2040, as amended by City Council on January 13, 2022.

³ LMC [§ 15-7.1-6\(C\)\(3\)](#).

⁴ LMC [§ 15-7.1-6\(C\)](#).

Department Review

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

Notice

Staff mailed courtesy notice to property owners within 300 feet on December 17, 2021. Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on December 29, 2021. The *Park Record* published notice on December 29, 2021.

Public Input

No public input regarding the Subdivision and Condominium Plat was submitted when this report was published. For public input regarding the Founders Place Master Planned Development and Conditional Use Permit, please refer to [Exhibit S](#) of the Master Planned Development and Conditional Use Permit Staff Report.

Alternatives

- The City Council may approve Ordinance No. 2021-04 according to the Findings of Fact, Conclusions of Law, and Conditions of Approval;
- The City Council may deny Ordinance No. 2021-04 and direct staff to make findings for the denial;
- The City Council may continue the discussions to a date certain.

Exhibit

Exhibit A: Ordinance No. 2021-04 Approving the Founders Place Phase I Condominium Plat

Attachment 1 – Founders Place Phase I Condominium Plat

Ordinance No. 2022-04

AN ORDINANCE APPROVING THE FOUNDERS PLACE PHASE I CONDOMINIUM PLAT LOCATED AT 3267 WEST DEER HOLLOW ROAD, PARCEL 00-0021-01977 IN PARK CITY, WASATCH COUNTY, UTAH

WHEREAS, the owners of 3267 WEST DEER HOLLOW ROAD, Parcel 00-0021-01977 in the Deer Crest Master Planned Development area of Park City, Wasatch County, Utah petitioned the City Council for approval of the Founders Place Phase I Condominium Plat;

WHEREAS, on October 27, 2021, the Planning Commission conducted a work session on the Founders Place project;

WHEREAS, on November 10, 2021, the Planning Commission visited the Founders Place site;

WHEREAS, on December 8, 2021, the Planning Commission reviewed the Founders Place Phase I Condominium Plat, conducted a duly noticed public hearing, and continued the discussion to January 12, 2022;

WHEREAS, on January 12, 2022, the Planning Commission conducted a duly noticed public hearing and approved modifications to the Deer Crest Master Planned Development and the Founders Place Conditional Use Permit for construction of Multi-Unit Dwellings;

WHEREAS, on January 12, 2022, the Planning Commission conducted a duly noticed public hearing and unanimously forwarded a positive recommendation for City Council's consideration of the Founders Place Phase I Condominium Plat on January 27, 2022;

WHEREAS, on January 27, 2022, the City Council reviewed the Founders Place Phase I Condominium Plat and conducted a duly noticed public hearing; and

WHEREAS, the Founders Place Condominium Plat is consistent with the 1995 Telemark Settlement Agreement and Wasatch County Density Determinations governing the property;

WHEREAS, the Founders Place Condominium Plat is consistent with the modifications to the Deer Crest Master Planned Development and the Founders Place Conditional Use Permit for Multi-Unit Dwellings approved by the Planning Commission on December 8, 2021;

WHEREAS, the Founders Place Subdivision is consistent with the Land Management Code, including Chapter 15-2.16 *Recreation Commercial Zoning District*, Chapter 15-6 *Master Planned Developments*, and Chapters 15-7 *Subdivisions*; and

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

SECTION 1. APPROVAL. The Founders Place Phase I Condominium (Attachment 1) is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. Founders Place (formerly known as Deer Hollow and Slalom Village) is in the Deer Crest area east of Deer Valley Resort and west of HYW 40 along Deer Hollow Road, a private road accessed from Park City through the Queen Esther Gatehouse to the west or from HWY 40 through the Jordanelle Gatehouse to the east.
2. The Applicant proposes constructing 199,200 square feet for 78 residential units in four buildings, 5,400 square feet for six affordable employee units, 3,299 square feet of support commercial, 100,857 square feet of residential accessory uses, and 45,578 square feet for 123 underground parking spaces, five uncovered parking spaces, and parking circulation.
3. The area was originally within unincorporated Wasatch County and the proposed project started the land use review process with Wasatch County in the late 1980s.
4. In 1989, the property owner applied for a Density Determination from Wasatch County to develop what was then called the Telemark Park Resort.
5. In 1991, the Wasatch County Commissioners approved the Density Determination.
6. However, due to the project's location in several jurisdictions, a lawsuit ensued regarding development and services.
7. In 1995, Park City Consolidated Mines Company, Trans-Wasatch Company, and Park City Municipal Corporation entered into the Telemark Settlement Agreement.
8. The 1995 Settlement Agreement ¶ 2.2 describes the location of the Deer Crest property, which straddles several jurisdictions: *A portion of the Property lies within Park City city limits, and another portion of the Property lies within the annexation boundary of Park City. Of the approximately 678 acres, 524 acres lie within unincorporated Wasatch County, approximately 84 acres lie within unincorporated Summit County and approximately 70 acres lie within the Park City Municipal Corporation city limits.*

9. The 1995 Settlement Agreement outlined the process and conditions for annexing portions of the Deer Crest property into Park City, as well as development parameters. The 1995 Settlement Agreement established the following regarding Founders Place within what was then identified as the Slalom Village development envelope:
 - a. No more than 83 Multi-Unit Dwellings at 2,400 square feet per unit (totaling 199,200 square feet)
 - b. 60% of the Multi-Unit Dwellings concentrated in a primary village structure
 - c. Four Single-Family Dwellings
 - d. A 20,000-square-foot ski academy
 - e. A ski chairlift located within a 1,100-foot radius of the primary village structure
 - f. Support commercial up to 5% of the gross square footage and appropriate amenities
10. The 1995 Settlement Agreement required the property owners to amend the 1991 Wasatch County Density Determination. In 1996, the First Amended Density Determination was recorded with Wasatch County. The First Amended Density Determination increased the single-family dwellings from four to five and included 83 townhouse/cottages (units not to exceed 2,400 square feet, totaling 199,200 square feet).
11. In 1997, the parties amended the 1995 Settlement Agreement, transferring the 20,000-square-foot ski academy to Telemark Park (also known as the Jordanelle Village Resort).
12. On December 17, 1998, the City Council approved Ordinance No. 98-53, annexing 253 acres of the Deer Crest property into Park City.
13. Also on December 17, 1998, the City Council approved Ordinance No. 98-51, amending the Zoning Map to include the Deer Crest annexation area.
14. Founders Place is in the Recreation Commercial within a Master Planned Development Zoning District.
15. On December 23, 1998, Deer Crest Associates I, LC recorded the Deer Hollow Village Subdivision at Deer Crest, creating five single-family lots pursuant to the Founders Place density allocation.
16. In 2021, the Applicant submitted Conditional Use Permit, Modification to a Master Planned Development, Subdivision, and Phase I Condominium Plat applications to construct the remaining Multi-Unit Dwelling density.
17. The Founders Place Subdivision creates a 6.93-acre Lot 1, a 2.50-acre Lot 2, a 2.93-acre Lot 3, and an 18.88-acre Open Space Parcel.
18. The Applicant proposes developing the project in three phases:
 - a. Phase I: Buildings 1 and 2, amenity space, and the pool/ski deck.
 - i. Housing unit count: 32
 - ii. Gross square footage: 158,813
 - iii. Construction start date: spring 2022

- b. Phase II: Building 3
 - i. Housing unit count: 19
 - ii. Gross square footage: 89,422
 - iii. Construction start date: spring 2023
 - c. Phase III: Building 4 and associated pedestrian bridge
 - i. Housing unit count: 27
 - ii. Gross square footage: 114,222
 - iii. Construction Start Date: spring 2024
- 19. On October 19, 2021, the Park City Development Review Committee evaluated the project and did not identify issues or concerns.
- 20. On October 27, 2021, the Planning Commission conducted a work session on the project.
- 21. On November 4, 2021, the Wasatch County Development Review Committee evaluated the project and provided input and recommended Conditions of Approval.
- 22. On November 10, 2021, the Planning Commission visited the site.
- 23. The Founders Place Phase I Condominium Plat includes 32 units, four affordable employee units, and associated Founders Place Homeowner Association owned and controlled amenities.

Conclusions of Law

1. There is Good Cause for the Founders Place Phase I Condominium Plat because the Applicant will provide four affordable employee housing units within the Condominium.
2. The Founders Place Phase I Condominium is consistent with the Land Management Code Chapter 15-2.16 *Recreation Commercial Zoning District*, Chapter 15-6 *Master Planned Developments*, and Chapters 15-7 *Subdivisions*.
3. Neither the public nor any person will be materially injured by the Founders Place Phase I Condominium.
4. Approval of the Founders Place Phase I Condominium Plat, subject to the conditions below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval

1. Approval of the Founders Place Phase I Condominium Plat is contingent upon Planning Commission approval of the Founders Place modifications to the Deer Crest Master Planned Development and the Founders Place Conditional Use Permit for Multi-Unit Dwellings.
2. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the Founders Place Phase I Condominium Plat for

compliance with State law, the Land Management Code, and the Conditions of Approval, prior to recordation of the plat.

3. The Applicant shall record the Founders Place Phase I Condominium Plat with Wasatch County within one year from the date of City Council approval. If recordation has not occurred within one year, this approval for the Condominium Plat will be void, unless a request for an extension is made in writing prior to the expiration date and extension is granted by the City Council.
4. The property is not located within the Park City Soil Ordinance Boundary and therefore is not regulated by the City for mine related impacts. However, if the property owner encounters mine waste or mine waste impacted soils the property owner must handle the material in accordance with state and federal law.
5. The City Engineer review and approval of all lot grading, utility installations, public improvements, and drainage plans is required for compliance with City standards and is a condition precedent to building permit issuance.
6. The Site plans and Building design must resolve snow release issues to the satisfaction of the Chief Building Official.
7. The Applicant shall coordinate with Park City and Wasatch County entities regarding public improvements as outlined in the Deer Crest Interlocal Agreement.
8. Within six months of the modification to the Master Planned Development approval, the Applicant shall submit a phasing plan as part of the Development Agreement in a form approved by the City Attorney's Office and Mayor.
9. The City Engineer shall review and approve the final Founders Place Phase I Condominium Plat mylar prior to recordation with Wasatch County for compliance with Park City Design Standards, Construction Specifications, and Standard Drawings.
10. The Applicant shall work with the Engineering Department to address subsurface drainage and storm water drainage, prior to submitting a building permit.
11. Slope stability analysis completed by a geotechnical engineer prior to submitting a building permit, to be reviewed and approved by the Engineering Department.
12. The Applicant shall dedicate the four-foot soft-surfaced Pipeline and Village Trails for public use on the subdivision plat, as approved by the Trails & Open Space Manager and City Attorney's Office.
13. No Certificate of Occupancy shall be issued until Final Grading is completed and Lots are recovered with topsoil an average depth of at least six inches, which shall contain no particles over two inches in diameter over the entire area of the Lot, except that portion covered by buildings or included in Streets, or where the Grade has not been changed or natural vegetation damaged.
14. All disturbed areas on Lots shall be covered with topsoil and re-vegetated at a minimum with seed sown at not less than four pounds to each one thousand

square feet. In the spring, seed shall be sown between March 15 and May 15; in the fall, seed shall be sown between August 15 and September 30. The seed shall be a native grass seed mix approved by the City and shall have been tested for germination within one year of the date of seeding.

15. Interior and exterior fire sprinkler systems may be required of all projects based upon an analysis of the size of the Structures, vegetation surrounding the Structures, and location of the project as it relates to Fire District response time, to be determined with the Wasatch County Fire District.
16. No cut trees, timber, debris, earth, rocks, stones, soil, junk, rubbish, or other waste materials of any kind shall be buried in any land or left deposited on any Lot or road at the time of issuance of a Certificate of Occupancy and removal shall be required prior to issuance of any Certificate of Occupancy.
17. Prior to submitting a condominium plat mylar for Phase II, the Applicant shall submit a party wall agreement for the shared wall between Lots 1 and 2 in a form approved by the City Attorney and Chief Building Official.
18. The on-site affordable housing obligations outlined in the approved Housing Mitigation Plan shall be satisfied prior to City issuance of a Certificate of Occupancy within each phase of the project.
19. The Applicant shall submit draft deed restrictions in compliance with the approved Housing Mitigation Plan for review and approval by the Planning, Housing, and Legal Departments prior to submitting a subdivision or condominium mylar. The deed restrictions shall be approved, executed, and recorded simultaneously with the condominium plat.
20. The Applicant shall submit a draft Founders Place Homeowner Association Declaration that includes the affordable housing obligations outlined in the approved Housing Mitigation Plan for review and approval by the Planning, Housing, and Legal Departments prior to submitting a condominium mylar. The Declaration shall be approved, executed, and recorded simultaneously with the condominium plat.
21. No Certificate of Occupancy for any market rate unit shall be issued by the City until the affordable employee units required for that phase of development are complete and deed restrictions, in a form approved by the City Attorney's Office, are recorded.

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

PASSED AND ADOPTED this 27th Day of January, 2022.

PARK CITY MUNICIPAL
CORPORATION

Nann Worel, MAYOR

ATTEST:

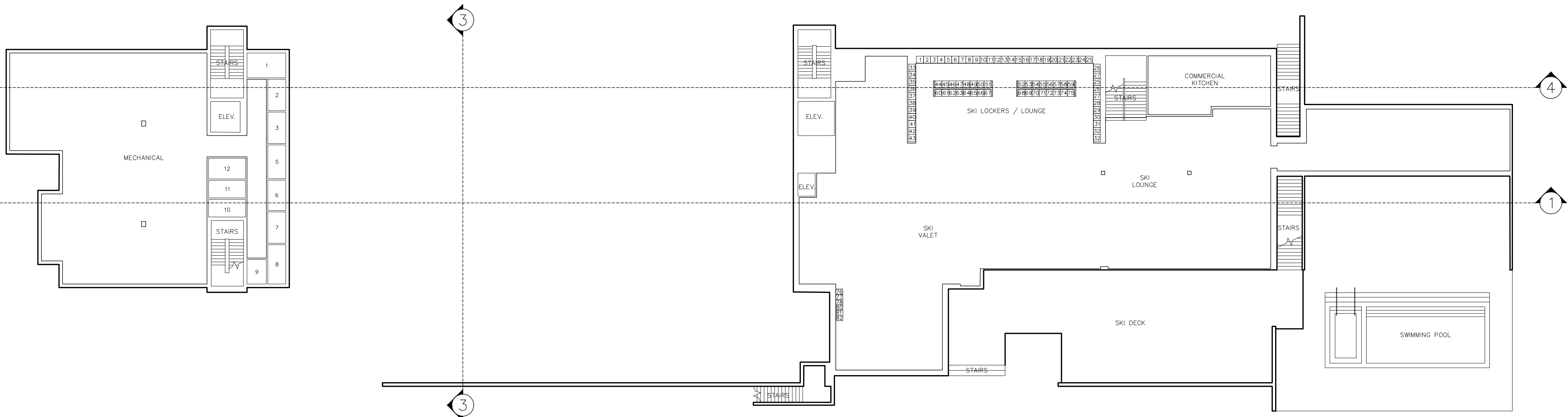
City Recorder

APPROVED AS TO FORM:

City Attorney's Office

LEVEL - 1
SQUARE FOOTAGE TABLE

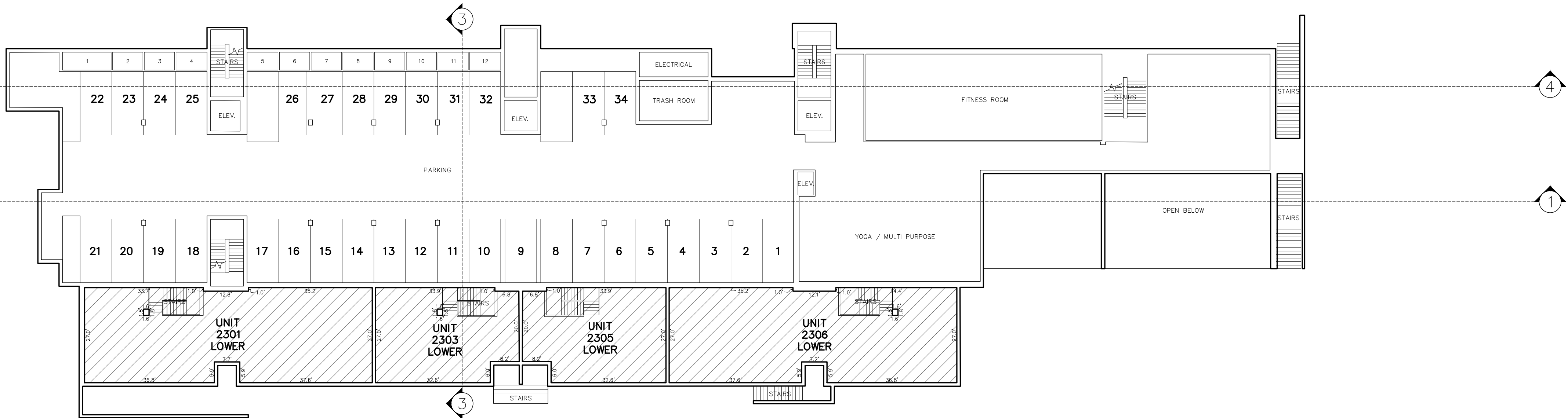
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—	0 SF



LEVEL - 1

LEVEL - 2
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
2301 LOWER	2,146 SF
2303 LOWER	1,041 SF
2305 LOWER	1,044 SF
2306 LOWER	2,147 SF



LEVEL - 2

ABBREVIATION LEGEND

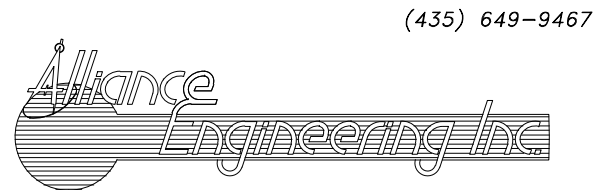
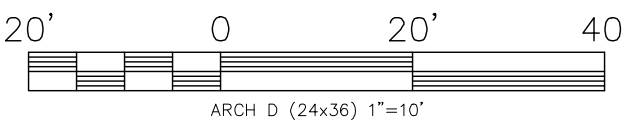
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S.U. = STORAGE UNIT

OWNERSHIP LEGEND

- COMMON
- LIMITED COMMON
- PRIVATE OWNERSHIP

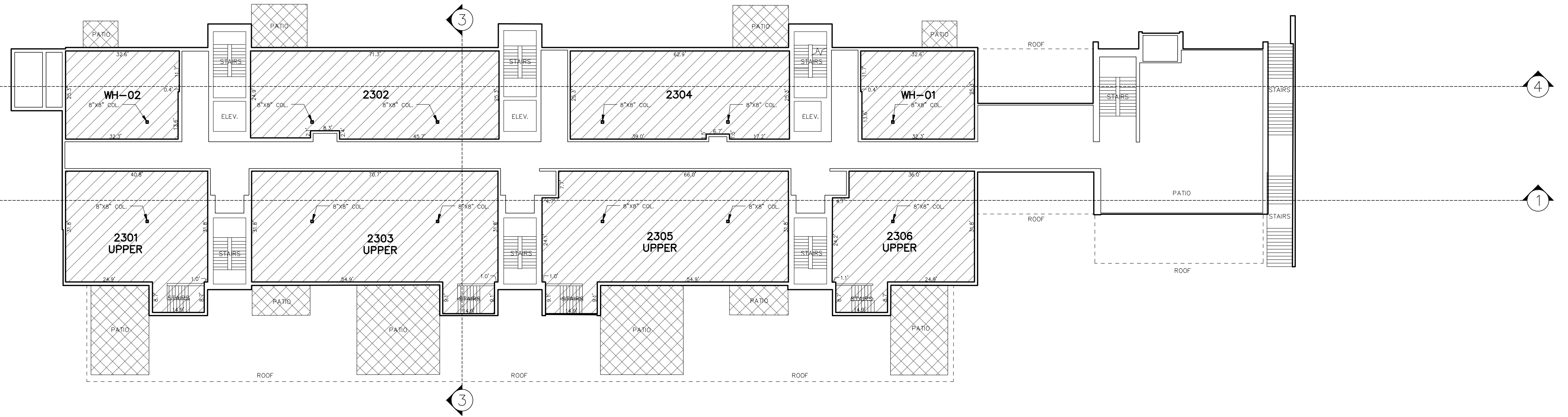
FOUNDERS PLACE - PHASE I CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
WASATCH COUNTY, UTAH



LEVEL - 3
SQUARE FOOTAGE TABLE

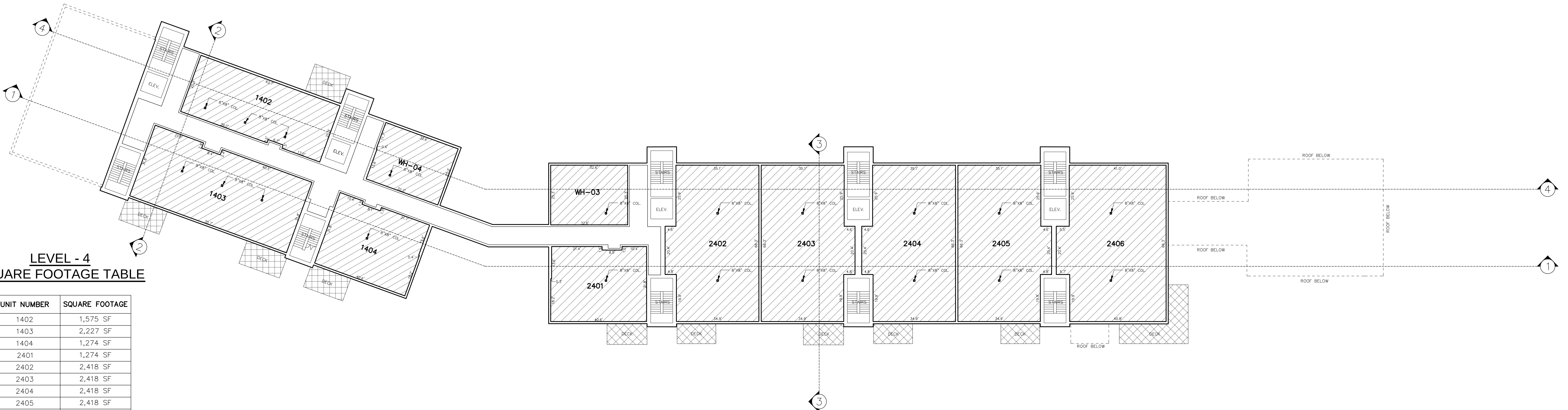
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2301 UPPER	1,426 SF
2302	1,775 SF
2303 UPPER	2,381 SF
2304	1,580 SF
2305 UPPER	2,345 SF
2306 UPPER	1,389 SF
WH-01	820 SF
WH-02	820 SF



LEVEL - 3

LEVEL - 4
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
1402	1,575 SF
1403	2,227 SF
1404	1,274 SF
2401	1,274 SF
2402	2,418 SF
2403	2,418 SF
2404	2,418 SF
2405	2,418 SF
2406	2,829 SF
WH-03	825 SF
WH-04	820 SF



LEVEL - 4

ABBREVIATION LEGEND

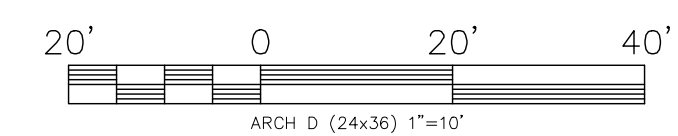
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S.U. = STORAGE UNIT

OWNERSHIP LEGEND

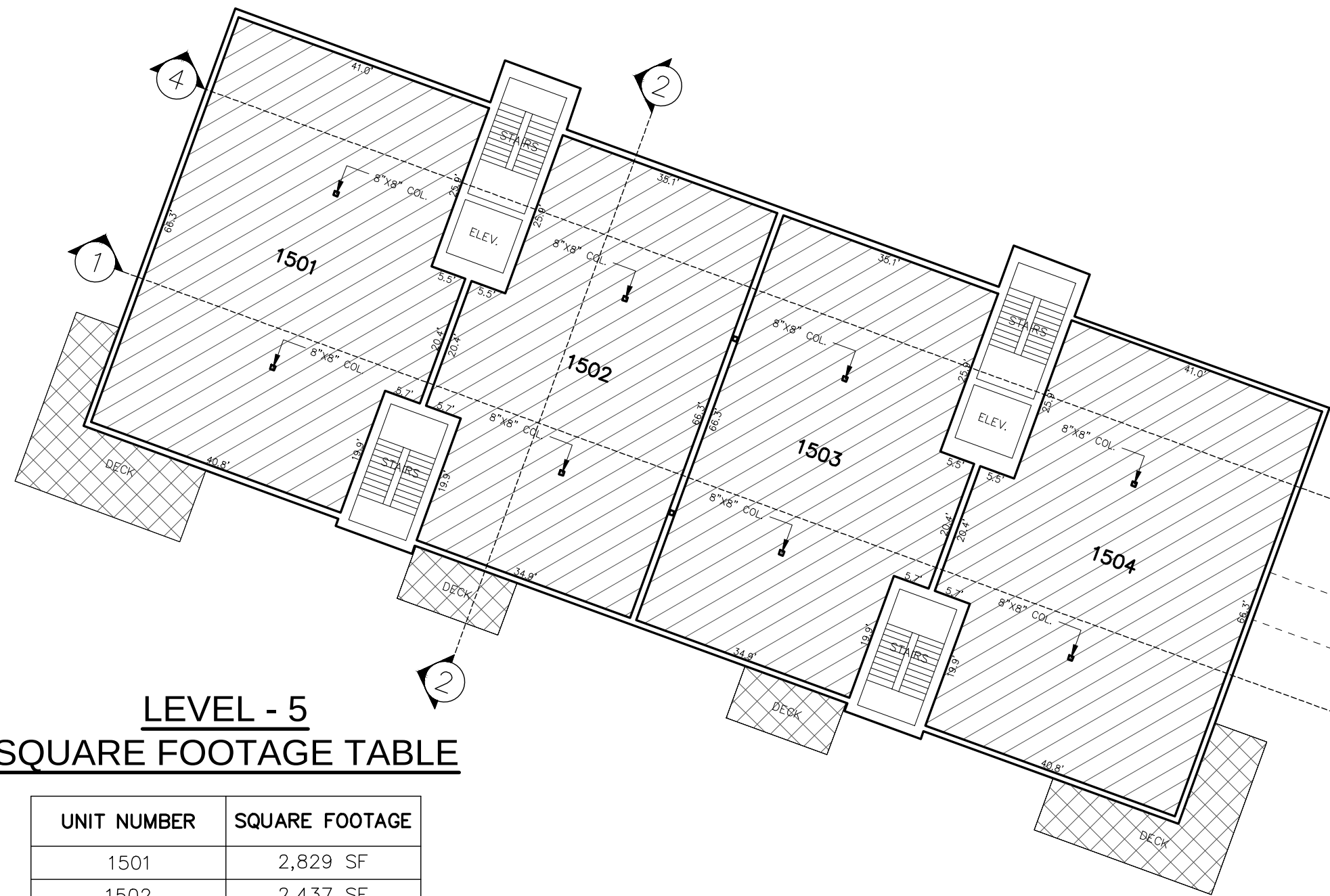
	COMMON
	LIMITED COMMON
	PRIVATE OWNERSHIP

FOUNDERS PLACE - PHASE I CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
WASATCH COUNTY, UTAH

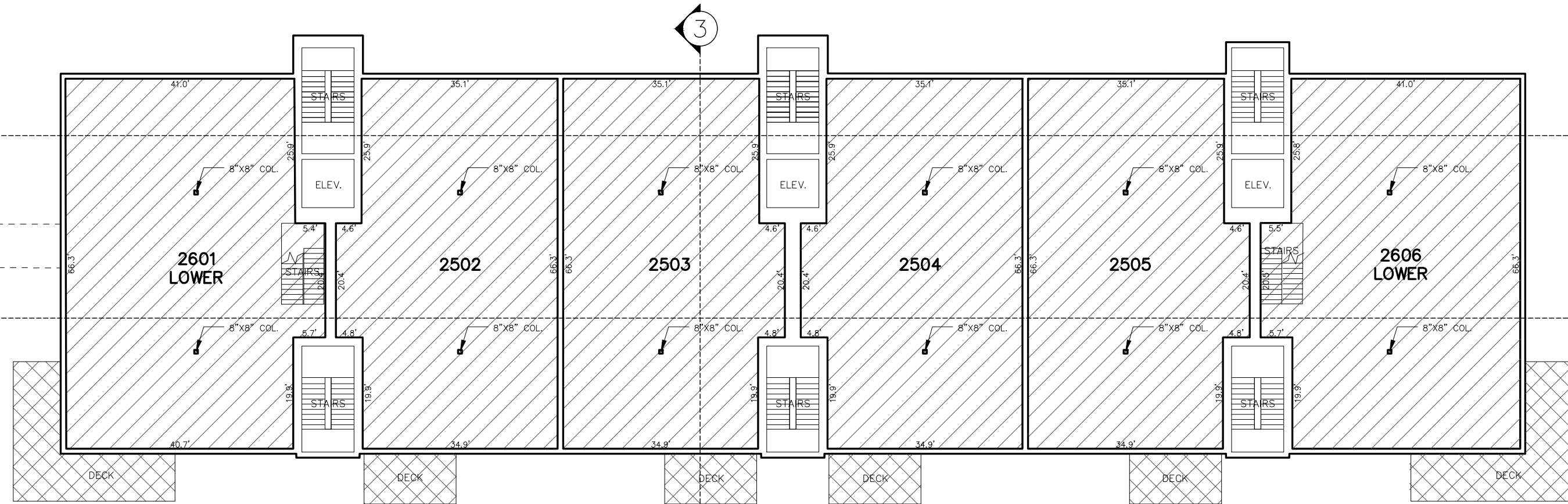


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RECORDED	
STATE OF UTAH, COUNTY OF WASATCH, AND FILED	
AT THE REQUEST OF _____	
FEE _____	RECORDER _____
TIME _____	DATE _____ ENTRY NO. _____

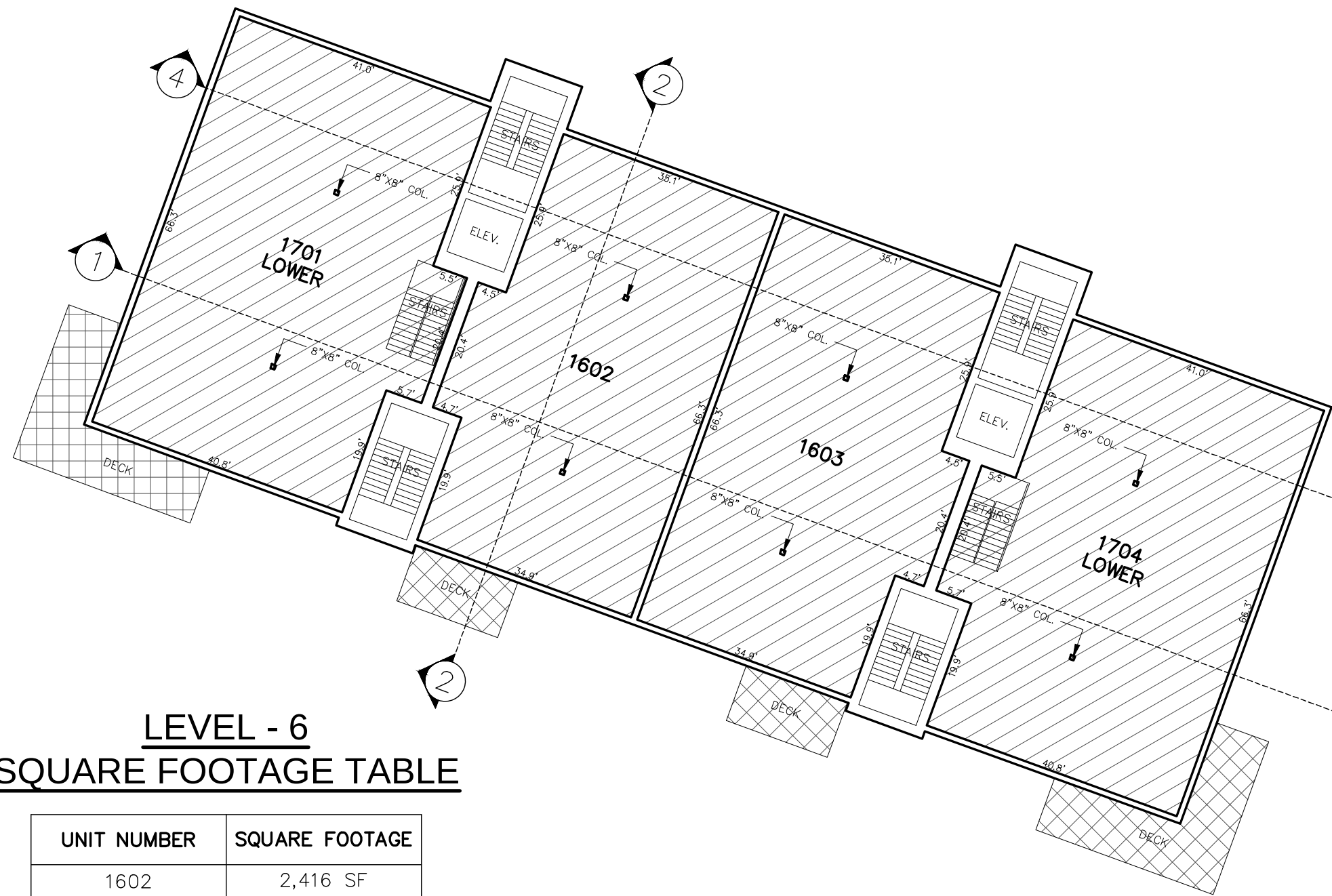


LEVEL - 5
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
1501	2,829 SF
1502	2,437 SF
1503	2,437 SF
1504	2,829 SF
2502	2,418 SF
2503	2,418 SF
2504	2,418 SF
2505	2,418 SF
2601 LOWER	2,822 SF
2606 LOWER	2,829 SF

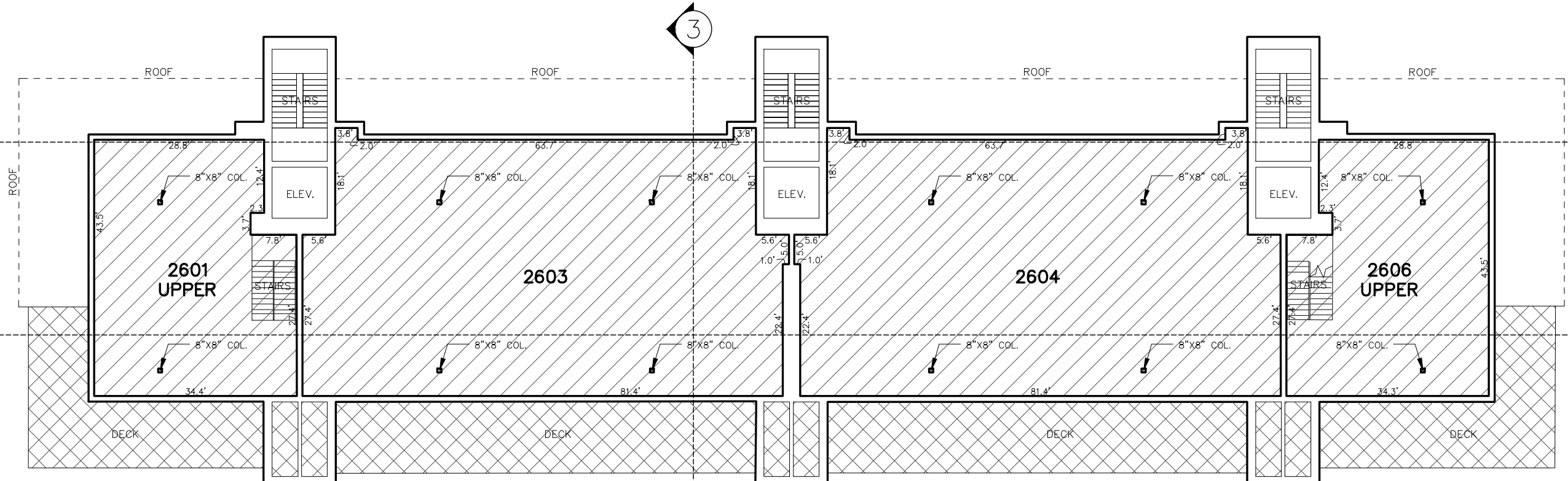


LEVEL - 5



LEVEL - 6
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
1602	2,416 SF
1603	2,416 SF
1701 LOWER	2,829 SF
1704 LOWER	2,829 SF
2601 UPPER	1,394 SF
2603	3,394 SF
2604	3,394 SF
2606 UPPER	1,394 SF



LEVEL - 6

ABBREVIATION LEGEND

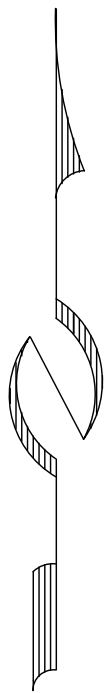
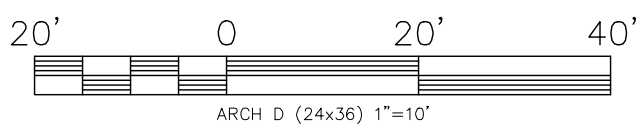
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S.U. = STORAGE UNIT

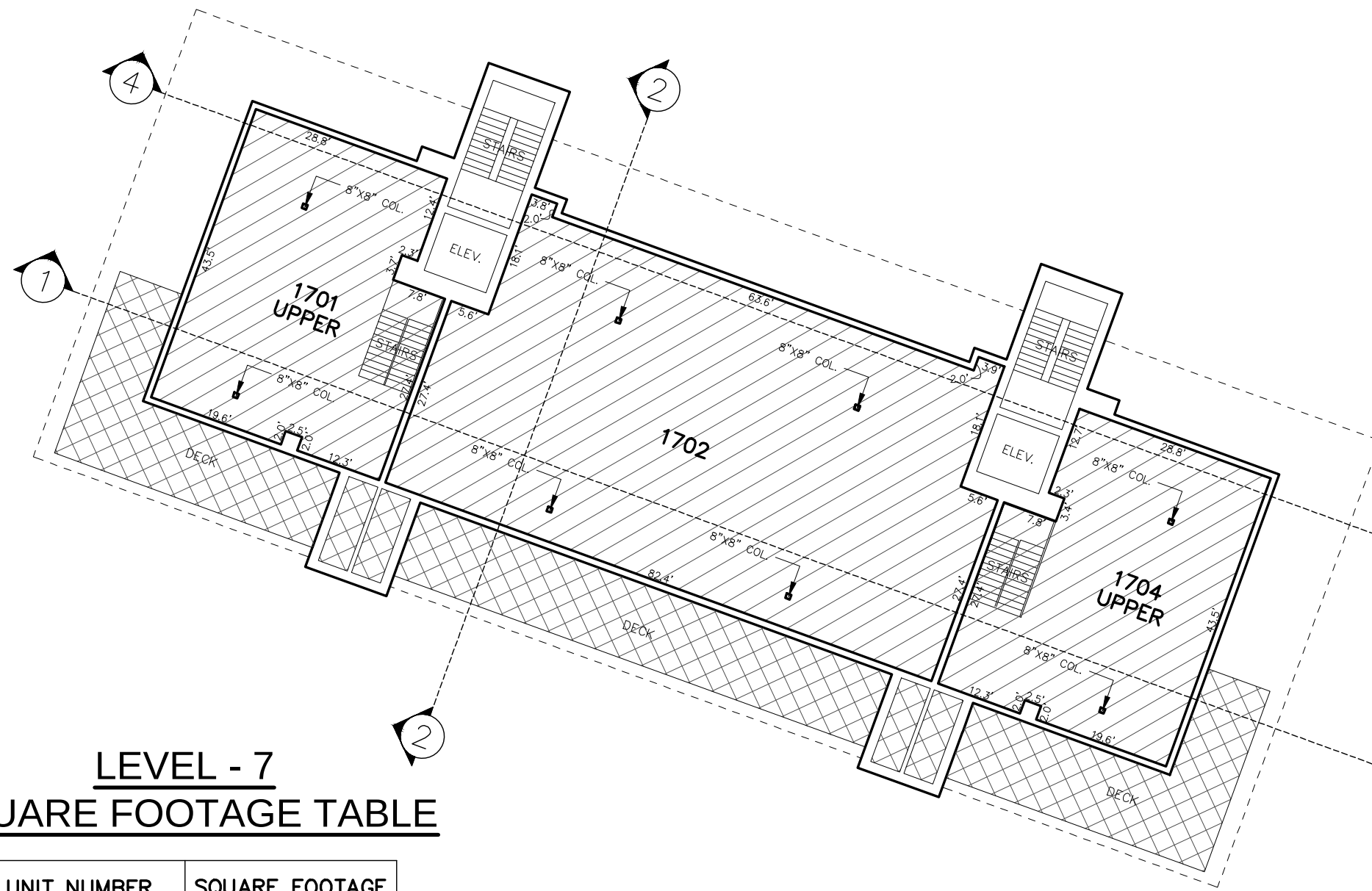
OWNERSHIP LEGEND

- COMMON
- LIMITED COMMON
- PRIVATE OWNERSHIP

FOUNDERS PLACE - PHASE I CONDOMINIUMS

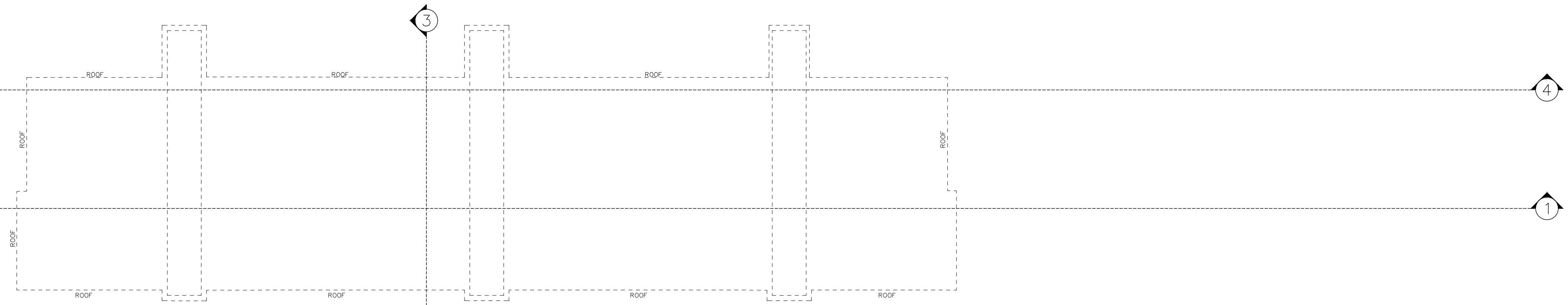
A UTAH CONDOMINIUM PROJECT
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14,TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
WASATCH COUNTY, UTAH





LEVEL - 7
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
1701 UPPER	1,390 SF
1702	3,415 SF
1704 UPPER	1,390 SF



LEVEL - 7

ABBREVIATION LEGEND

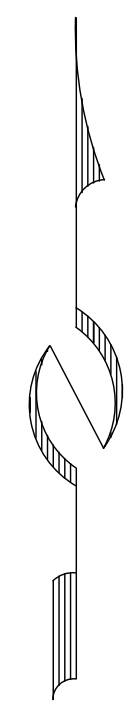
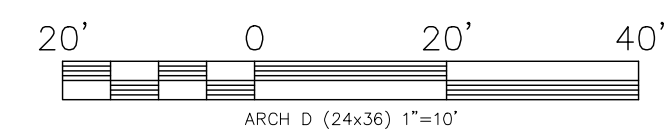
ELEV. = ELEVATOR
S.U. = STORAGE UNIT

OWNERSHIP LEGEND

	COMMON
	LIMITED COMMON
	PRIVATE OWNERSHIP

FOUNDERS PLACE - PHASE I CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14,TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
WASATCH COUNTY, UTAH



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RECORDED	
STATE OF UTAH, COUNTY OF WASATCH, AND FILED	
AT THE REQUEST OF _____	
_____ FEE _____	_____ RECORDER _____
TIME _____	DATE _____ ENTRY NO. _____

Figure 1: Sectional elevations of the proposed building. The figure contains two cross-sections of a building. The left section shows levels from 1400 to 1500, with a parking area at the base and a corridor. The right section shows levels from 2300 to 2800, also with a parking area and a corridor. Elevation markers on the right indicate specific heights in feet and inches.

4 BUILDING SECTION 4-4
SCALE: 1" = 20'

Council Agenda Item Report

Meeting Date: January 27, 2022

Submitted by: Jason Glidden

Submitting Department: Community Development

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve the Professional Service Contract Not to Exceed \$174,000 with Specific Performance, Inc. in a Form Approved by the City Attorney's Office, for Assistance with the Homestake Lot Development and Furthering the Community's Affordable Housing Goals

(A) Public Input (B) Action

Suggested Action:

Attachments:

[Specific Performance Staff Report](#)

[Exhibit A: DRAFT – Professional Service Agreement – Specific Performance, Inc.](#)

[Exhibit B: Consulting Services RFP – Homestake Affordable Housing Development](#)

City Council Staff Report

Subject: Homestake Lot – Owner’s Representative Contract
Authors: Jason Glidden, Housing Development Manager
Department: Housing
Date: January 27, 2022
Type of Item: Administrative

Recommendation

Approve the Professional Service Contract not to exceed \$174,000 with Specific Performance, Inc. (SPI) in a form approved by the City Attorney's Office. SPI will help lead the City’s affordable housing development of the Homestake Lot. Using SPI will capitalize on private sector expertise and free the Housing Team to focus on a myriad of other community housing-related initiatives.

Executive Summary

The City continues to aggressively push forward towards the goal of creating 800 affordable housing units in Park City by 2026. Public/Private partnerships were identified as a key strategy to help reach the goal. To that end, the City identified the City-owned Homestake Lot, located at 1875 Homestake Road, as an ideal location to build a relatively dense community housing project in the heart of Park City’s most flexible zoning district.

Accordingly, the City released a Request for Qualifications (RFQ) and received nine proposals, from both local and national firms, to develop the Homestake parcel for affordable housing. Through the RFQ process, a selection committee made up of City staff and local professionals recommended the City begin negotiating a Development Agreement with JF Development (the Developer).

Subsequently, the City Council entered a Memorandum of Understanding (MOU) with JF Development on December 9, 2021. The final development agreement will be built from the MOU. As the two parties enter negotiations, the City seeks to retain professional and technical services from an Owner’s Representative with significant development and negotiation expertise.

SPI is qualified and prepared to represent Council in negotiations with JF Development. SPI has considerable development expertise throughout the United States, as well as experience working in Park City with various stakeholders dealing with development issues such as soil remediation. As such, staff recommends Council approve a Professional Service Agreement (Exhibit A) with SPI.

Background

In order to continue our aggressive pursuit of 800 new affordable units by 2026, on February 11, 2021, ([Staff Report](#), [Minutes](#)) City Council directed Staff to explore public-

private partnerships (PPP). Staff convened a Private/Public Partnership (PPP) Task Force made up of local housing experts, non-profits, and development and financial professionals. The Task Force provided input on PPP's and emphasized the importance of the City providing land to make a PPP viable in Park City's expensive real estate and development market. Based on this input, Council directed the release of an RFQ to consider the development of affordable housing on the Homestake Lot.

A selection committee evaluated proposals and three firms were selected to participate in interviews. After reference checks, the committee recommended JF Development (Developer).

As a first step, a Memorandum of Understanding (MOU) between the Developer and Park City was negotiated to meet City Council's goals before formalizing a Development Agreement. The MOU outlines the overall goals of the partnership, a proposed timeline, and general terms. With success, the City utilized SPI to help negotiate the MOU (approved by Council -December 9, 2021 ([Staff Report](#), [Minutes](#))).

The Housing Team seeks to retain a qualified firm to represent the City in the negotiation of a final Development Agreement and through the extensive public, planning, and permitting approval process. Using an outside entity with expertise in these areas will accelerate a timely completion of the Homestake project while allowing City staff to work on other housing initiatives.

Analysis

Over the past 25 years, SPI has acquired deep and broad real estate, construction, and land use experience in both the greater Park City/Summit County regional market as well as nationally. SPI's experience includes complex real estate development, negotiation, and organizational management as an Owner's Representative.

SPI's is led by Peter Tomai whose direct experience with each step of the development process allows him to guide development to efficient and forward-thinking solutions that are responsive to various stakeholders. Tomai has a working knowledge of PCMC's Planning, Building, Engineering, Legal, Transportation, Sustainability, and related departments.

If approved, SPI will make this project their primary focus over the next year and will complete the scope of work which is split into two phases. In the first phase, SPI will act as the City's primary negotiator to achieve a development agreement between PCMC and JF Development. This includes:

- Weekly meetings with PCMC, Developer, and other parties and advisers;
- Utilizing the MOU as a guide, weigh and determine the ideal structure for the design, entitlement, finance, construction, operation, and long-term ownership/maintenance of the project;
- Researching City, State, and Federal codes and previously executed public/private development agreements;

- Drafting and reviewing documents & agreements on behalf of PCMC and presenting to PCMC staff, Planning Commission, and City Council for consideration;

The second phase will include:

- Assist with the design development of the project to ensure all City goals are met and comply with the MOU;
- Submit and present before the Planning Commission (application to approval);
- Coordinate with the Developer and subcontractors (Design Professional, Engineers, Attorneys, and various consultants) to:
 - a. Create and evaluate a funding strategy, including assessment of low income tax credits and Private Activity Bonds;
 - b. Conduct energy modeling to ensure that Park City's energy goals are met;
 - c. Create construction documents, and bidding process; and
 - d. Lead construction contract negotiation and issuance of building permits.

SPI will charge \$14,500 per month, not to exceed \$174,000 to complete the scope of work.

Funding

Funding will come from the Homestake Lot Capital Fund, which is drawn from the \$22 million in LPARDA bonds to fund affordable housing projects.

Exhibits

- A- DRAFT – Professional Service Agreement – Specific Performance, Inc.
- B- RFP – Consulting Services – Homestake Affordable Housing Development

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

This Service Provider/Professional Services Agreement (the "Agreement") is made and entered into as of this ____ day of _____, 2022, by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, ("City"), and **SPECIFIC PERFORMANCE, INC.**, a Utah corporation, ("Service Provider"), collectively, the City and the Service Provider are referred to as (the "Parties").

WITNESSETH:

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

WHEREAS, sufficient City resources are not available to provide such services; and

WHEREAS, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

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

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "**Exhibit A**" and incorporated herein (the "Project"). The total fee for the Project shall not exceed **ONE HUNDRED SEVENTY FOUR THOUSAND DOLLARS (\$174,000.00)**.

The City has designated Jason Glidden, or his designee as City's Representative, who shall have authority to act on the City's behalf with respect to this Agreement consistent with the budget contract policy.

2. TERM.

No work shall occur prior to the issuance of a Notice to Proceed which cannot occur until execution of this Agreement, which execution date shall be commencement of the term and the term shall terminate on December 31, 2023, or earlier, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

- A. Payments for services provided hereunder shall be made monthly following the performance of such services.
- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.
- C. For all “extra” work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as “**Exhibit B,**” or if none is attached, as subsequently agreed to by both Parties in writing.
- D. The Service Provider shall submit to the City Manager or her designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.
- F. Service Provider acknowledges that the continuation of this Agreement after the end of the City’s fiscal year is specifically subject to the City Council’s approval of the annual budget.

4. RECORDS AND INSPECTIONS.

- A. The Service Provider shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not limited to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement.
- B. The Service Provider shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.
- C. The Service Provider shall, at such times and in such form as the City may require, make available for examination by the City, its authorized representatives, the State Auditor, or other governmental officials authorized by law to monitor this Agreement, all such books, records, documents,

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The Service Provider shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider's activities, which relate directly or indirectly to this Agreement.

- D. The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code, 1953, as amended and Park City Municipal Code Title 5 ("GRAMA"). All materials submitted by Service Provider pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure rests solely with Service Provider. Any materials for which Service Provider claims a privilege from disclosure based on business confidentiality shall be submitted marked as "confidential - business confidentiality" and accompanied by a concise statement from Service Provider of reasons supporting its claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. The City will make reasonable efforts to notify Service Provider of any requests made for disclosure of documents submitted under a claim of confidentiality. Service Provider specifically waives any claims against the City related to any disclosure of materials pursuant to GRAMA.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

- A. The Parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.
- B. In the performance of the services herein contemplated, the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

The City may at its sole discretion require the Service Provider to remove an employee(s), agent(s), or representative(s) from employment on this Project. The Service Provider may, however, employ that (those) individuals(s) on other non-City related projects.

7. HOLD HARMLESS INDEMNIFICATION.

A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising from the Service Provider's negligent performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the Parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

8. INSURANCE.

The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees, or subcontractors. The Service Provider shall provide a Certificate of Insurance evidencing:

A. General Liability insurance written on an occurrence basis with limits no less

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate for personal injury, bodily injury and property damage.

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

- B. Automobile Liability insurance with a combined single limit of not less than Two Million Dollars (\$2,000,000) each accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of owned, hired, and non-owned motor vehicles. This policy must not contain any exclusion or limitation with respect to loading or unloading of a covered vehicle.
- C. Professional Liability (Errors and Omissions) insurance (if applicable) with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. Service Provider agrees to continue to procure and maintain professional liability insurance coverage meeting these requirements for the applicable period of statutory limitation of claims (or statute of repose, if applicable) after the project completion or termination of this Agreement.

If written on a claims-made basis, the Service Provider warrants that the retroactive date applicable to coverage precedes the effective date of this agreement; and that continuous coverage will be maintained for an extended reporting period endorsement (tail coverage) will be purchased for a period of at least three (3) years beginning from the time that work under this agreement is complete.

- D. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Park City Municipal Corporation for all work performed by the Service Provider, its employees, agents and subcontractors.
- E. Park City Municipal Corporation, its officers, officials, employees, and volunteers are to be covered as additional insureds on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Service Provider including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance.
- F. Should any of the above described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the City within

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

thirty (30) days of cancellation. The City reserves the right to request certified copies of any required policies.

- G. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- H. For any claims related to this Agreement, the Service Provider's insurance coverage shall be primary insurance coverage with respect to Park City Municipal Corporation, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Park City Municipal Corporation, its officers, officials, employees, or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS AND WARRANTIES.

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- B. Unless otherwise exempt, the Service Provider is required to have a valid Park City business license.
- C. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.
- D. If this Agreement is entered into for the physical performance of services within Utah, the Service Provider shall register and participate in E-Verify or an equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or an equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code § 63G-12-302.
- E. Service Provider shall be solely responsible to the City for the quality of all services performed by its employees or sub-contractors under this Agreement. Service Provider hereby warrants that the services performed by its employees or sub-contractors will be performed substantially in

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

conformance with the standard of care observed by similarly situated companies providing services under similar conditions.

11. NONDISCRIMINATION.

Any Service Provider that enters into an agreement for goods or services with Park City Municipal Corporation or any of its boards, agencies, or departments shall:

- A. Implement an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting or demoting, matters of compensation, or any other employment- related decision or benefit against a person otherwise qualified, because of actual or perceived race; color; sex; pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; gender identity; genetic information; or military status.
- B. In the performance of this Agreement, Service Provider shall not discriminate on account of actual or perceived race; color; sex; pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; gender identity; genetic information; or military status.
- C. Incorporate the foregoing provisions in all subcontracts or assignments hereunder and take such actions as may be required to ensure full compliance with the provisions of this policy.

12. ASSIGNMENTS/SUBCONTRACTING.

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment. Any assignment made without the prior express written consent of the City, as required by this paragraph, shall be deemed null and void.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.
- D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or an equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code § 63G-12-302.

13. CHANGES.

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

14. PROHIBITED INTEREST, NO THIRD PARTY RIGHTS AND NO GRATUITY TO CITY EMPLOYEES.

- A. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- B. Nothing herein is intended to confer rights of any kind in any third party.
- C. No City employee who has procurement decision making authority and is engaged in the procurement process, or the process of administering a contract, may knowingly receive anything of value including but not limited to gifts, meals, lodging or travel from anyone that is seeking or has a contract with the City.

15. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

- A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.
- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an “extra” pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.
- C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary, for performing the services herein.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

16. TERMINATION.

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days' written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.
- B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days' written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

17. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the Parties below. Notice is effective upon the date it was sent, except that a notice of termination pursuant to Paragraph 16 is effective upon receipt. All reference to "days" in this Agreement shall mean calendar days.

18. ATTORNEYS FEES AND COSTS.

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

19. JURISDICTION AND VENUE.

- A. This Agreement has been and shall be construed as having been made and delivered within the State of Utah and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

20. SEVERABILITY AND NON-WAIVER.

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.
- C. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

21. ENTIRE AGREEMENT.

The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both Parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both Parties recognize time is of the essence in the performance of the provisions of this Agreement.

22. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

23. ELECTRONIC SIGNATURES.

Each party agrees that the signatures of the parties included in this Agreement, whether affixed on an original document manually and later

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

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 Agreement to be executed the day and year first hereinabove written.

PARK CITY MUNICIPAL CORPORATION, a
Utah municipal corporation
445 Marsac Avenue
Post Office Box 1480
Park City, UT 84060-1480

Matt Dias, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

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

SPECIFIC PERFORMANCE, INC. , a Utah
corporation
P.O. Box 681205
2360 Bear Hollow Drive
Park City, Utah, 84098:

Tax ID#: _____

PETER TOMAI

Title

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

Professional Service Agreement (Standard)

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

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _____, 2022, personally appeared before me PETER TOMAI, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the _____ (*title or office*) of SPECIFIC PERFORMANCE, INC., a Utah corporation, by authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that he signed it voluntarily for its stated purpose as _____ (title) for SPECIFIC PERFORMANCE, INC., a Utah corporation.

Notary Public

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

I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the ____ day of _____, 2022 at _____ (insert State and County here).

Printed name _____

Signature: _____

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

EXHIBIT “A”

SCOPE OF SERVICES

Phase 1 – Development/Land Lease Agreement

Act on behalf of PCMC to negotiate a development/land lease agreement between City and JF Development Group, LLC for the development of the Homestake lot. Services will include:

- * Attending weekly meetings between City and the development team or other parties and advisers as necessary.
- * Utilizing the MOU as a guide, help City weigh and determine the best structure of a relationship between City and the developer for the design, entitlement, finance, construction, operation, and long-term ownership/maintenance of the project.
- * Research City, State, and Federal codes and previously executed public/private development agreements.
- * Help draft, review, and edit, any and all documents/agreements on behalf of PCMC and present same to City staff, Planning Commission, and City Council for consideration as necessary.

The Fee for Phase 1 is not to exceed Eighty Seven Thousand Dollars (\$87,000.00).

Phase 2 – Continued Work to Fulfill Memorandum of Understanding (MOU)

Continue work with the developer to meet the goals of the MOU including:

- * Creation of Design Development plans that meet the design guidelines outlined in the Park City Land Management Code.
- * Assist in Planning Commission application submittal, review and approval.
- * Review funding strategies including the applications for Low Income Housing Tax Credits and Private Activity Bonds.
- * Review Energy Modeling and evaluation of any energy efficiency tools to ensure full consideration that City’s energy goals are taken.
- * Creation of Construction Documents, Bidding, Contracts Negotiation, and Issuance of Building Permits.

The fee for Phase 2 is not to exceed Eighty Seven Thousand Dollars (\$87,000.00).

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

EXHIBIT “B”

PAYMENT SCHEDULE FOR “EXTRA” WORK

Additional services upon request and prior approval would be billed at the following rates:

- | | |
|--|--------------------|
| 1. Principal in charge (Peter Tomai) | \$225/hour |
| 2. Project Manager | \$75/hour |
| 3. Certified Public Accountant | \$175/hour |
| 4. Accounting and Draw Preparations | \$90/hour |
| 5. Additional Clerical and Documentation | \$50/hour |
| 6. Third-party professional services | Billing Rate x..05 |

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

Professional Service Agreement (Standard)



Park City Municipal Corporation

Request for Proposals (Non-Bid) Consultant Services

Submittal deadline: By 4:00 p.m. on Wednesday, January 5, 2021

Park City Municipal Corporation
Community Development Office

445 Marsac Avenue

P.O. Box 1480

Park City, UT 84060

(435) 615-5177

Staff contact: Jason Glidden

Housing Development Manager

Email: jglidden@parkcity.org

RFP Website: <http://www.parkcity.org>

**NOTICE OF REQUEST FOR PROPOSALS FOR
CONSULTANT SERVICES (NON-BID)**

Park City Municipal Corporation ("PCMC") is seeking the services of a qualified individual/team to represent PCMC in negotiations for the following project:

CONSULTING SERVICES PROJECT FOR HOMESTAKE LOT

RFP AVAILABLE:

A copy of the RFP can be obtained electronically by emailing Jason Glidden at jglidden@parkcity.org. Any modifications or addendums will be made in redlined form on the website on Thursday, December 30, 2021, by 4:00 pm.

PROPOSALS DUE:

Proposal submittals must be received **via e-mail by 4:00 p.m. on Wednesday, January 5, 2021**, to Jason Glidden at: jglidden@parkcity.org.

PROJECT LOCATION: Homestake Lot, 1875 Homestake Drive, Park City Utah

OWNER/CONTACT: Jason Glidden, Housing Development Manager
Park City Municipal Corporation
P.O. Box 1480
Park City, Utah 84060

All questions shall be submitted in writing by 4:00 p.m. on Thursday, December 30, 2021, via e-mail to: jglidden@parkcity.org.

Park City Municipal Corporation reserves the right to reject any or all proposals received for any reason. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.

I. Project Description

Park City Municipal Corporation (“PCMC”) seeks proposals for consulting services for an affordable housing project on City-owned property at the Homestake lot in Summit County. The work outlined in the Request for Proposals (“RFP”) includes, but is not limited to, meeting with the selected private developer to negotiate a development agreement that meets the goals of the City.

Homestake Lot

In 2016, the City Council passed Resolution HA 01-2016, establishing a goal to create eight hundred (800) new affordable units by 2026. Private/public partnerships are becoming, potentially, more necessary than ever to achieve our aggressive housing goals.

The City began the process to identify a partner to develop the City-owned Homestake lot located at 1875 Homestake Road, Park City, Utah. In late spring of this year, the City released a Request for Qualifications (“RFQ”) for the development of the Homestake lot located behind the Yard development off of Kearns Boulevard. A selection committee made up of local professionals and staff selected J. Fisher Development (“Developer”) to begin negotiations on a development agreement.

The City and the Developer agreed to a Memorandum of Understanding (“MOU”) between the Developer and the City first to ensure the general direction of the negotiations prior to formalizing a development agreement. The MOU outlines the overall goals of the partnership, a proposed timeline, and general terms of agreement. The MOU will inform the final development agreement.

The City is now looking for a firm/individual to assist in the negotiation and creation of a development agreement, with a goal of approval and signing an agreement by March 30, 2022.

II. Scope of Work

The proposal to PCMC shall outline an approach to the needs listed below and shall include an estimated range of total costs to perform the following work for all tasks associated with the project.

The selected firm/individual will act on behalf of PCMC to negotiate a development/land lease agreement between PCMC and JF Development Group, LLC for the development of the Homestake lot. Services will include:

- Attending weekly meetings between PCMC and the development team or other parties and advisers as necessary.
- Utilizing the MOU as a guide, help PCMC weigh and determine the best structure of a relationship between PCMC and the developer for the design, entitlement, finance, construction, operation, and long-term ownership/maintenance of the project.
- Researching City, State, and Federal codes and previously executed public/private development agreements.
- Helping draft, review, and edit, any and all documents/agreements on behalf of PCMC and presenting same to PCMC staff, Planning Commission, and City Council for consideration as necessary.

- Providing development advice, including advice with regards to the long-term sustainability of the design and intended operation of the project.

III. Submittal Requirements

A. Cover Letter (maximum of 1 page)

Present a brief understanding of PCMC needs based upon the information provided in the scope of work. Summarize qualifications most relevant to this project. Identify team and clearly indicate the single contact and authorized representative (principal-in-charge) of the respondent with mailing address, telephone and fax numbers, and e-mail address. The representative shall certify that the information provided in response to this RFP is true and accurate.

B. Statement of Qualifications (Maximum of 2 pages)

Each respondent must demonstrate in their submittal that they have the professional capabilities and the organizational and administrative experience needed to accomplish this project. A concise presentation will be appreciated. The page count does not include index, dividers, or separation sheets that contain no information, or short-form resumes of team individuals.

The Statement of Qualifications should contain specific responses to the following requested items:

- 1. Statement of Approach of Team:** Describe the specialized experience and project approach of the team. Indicate the team leader and his/her specific role. Briefly discuss the approach to team management and organization. Describe the firm's approach to negotiating with the selected developer.
- 2. Understanding of Work and Outline of Project Schedule:** Demonstrate knowledge of work to be performed. Provide an outline of the schedule noting the critical path items. If the team believes there are potential challenges, those challenges should be noted along with potential solutions to address these challenges.
- 3. Firm/Team Qualifications and Experience in Park City:** Demonstrate professional experience in large scale development, consultation, and contract negotiations. An example of recent previous work is required as well as descriptions of the scope of work and management tasks provided by the firm or team. Demonstrate recent, relevant experience, particularly in Park City.
- 4. Proposed Project Team Members:** Submit a written description of the team composition, disciplines, and the primary role of each firm or individual on the team indicating respective roles, responsibilities, and related experience and qualifications. Also include an organizational chart. The information must clearly indicate the team leader for the team for this project and the responsible party in each firm who will be providing the required professional experience. If a team approach is used, provide an example of projects completed by the team. If bidder utilizes third parties for completing RFP requirements, list what portion of the RFP will be completed by third parties and the name, if known, of the third party.
- 5. Individual Experience:** Provide a description of the background of the key members of the team and their specific participation in previous projects that would directly relate to

the work to be done for this project. This may be done in descriptive text or in a short-form (one page or less) resume.

6. **Quality Control:** Describe the ability to undertake and complete quality projects on time and within budget. Indicate current workload and the capacity of the firm to undertake this project. Has the firm or individual engaged in litigation, arbitration, or mediation as a result of errors of omission? If yes, please explain.
7. **List of References:** List three (3) references with which the team or key members of the team have worked in the last five (5) years, for projects of similar size or scope, indicating projects done. Provide all contact information, such as address, telephone number, fax number, and email address. Proposals that do not provide a completed section for references will not be considered further.

C. Supplemental Material (Maximum of 3 pages)

The respondent can provide supplemental material to support the firm's selection for this process.

D. Work Plan

Provide a preliminary work plan identifying the tasks to be accomplished, the positions or individuals anticipated to execute each task, hours anticipated for each task, and proposed deliverables proposed schedule, management plan, and timeline for completing the project. The exact scope, timeline, deliverables, and not-to-exceed total for services will be negotiated with the selected consulting team prior to execution of the contract.

E. Evidence of Ability to Obtain Insurance.

1. General Liability insurance written on an occurrence basis with limits no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate for personal injury, bodily injury and property damage. The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.
2. Automobile Liability insurance with a combined single limit of not less than Two Million Dollars (\$2,000,000) each accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of owned, hired, and non-owned motor vehicles. This policy must not contain any exclusion or limitation with respect to loading or unloading of a covered vehicle.
3. Professional Liability (Errors and Omissions) insurance (if applicable) with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. Service Provider agrees to continue to procure and maintain professional liability insurance coverage meeting these requirements for the applicable period of statutory limitation of claims (or statute of repose, if applicable) after the project completion or termination of this Agreement. If written on a claims-made basis, the Service Provider warrants that the retroactive date

applicable to coverage precedes the effective date of this agreement; and that continuous coverage will be maintained for an extended reporting period endorsement (tail coverage) will be purchased for a period of at least three (3) years beginning from the time that work under this agreement is complete.

4. Workers Compensation insurance and Employers Liability coverage with Workers Compensation limits complying with statutory requirements, and Employer's Liability Insurance limits of at least One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) for bodily injury by accident, and One Million Dollars (\$1,000,000) each employee for injury by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Park City Municipal Corporation for all work performed by the Service Provider, its employees, agents and subcontractors.
5. Park City Municipal Corporation, its officers, officials, employees, and volunteers are to be covered as additional insureds on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Service Provider including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance.
6. Should any of the above described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the City within thirty (30) days of cancellation. The City reserves the right to request certified copies of any required policies.
7. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
8. For any claims related to this Agreement, the Service Provider's insurance coverage shall be primary insurance coverage with respect to Park City Municipal Corporation, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Park City Municipal Corporation, its officers, officials, employees, or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.

F. Professional Services Agreement Statement. A copy of the City's standard Service Provider/Professional Services Agreement is included as **Exhibit "A"** attached hereto and made a part hereof. Please include a statement indicating that you (1) accept the Agreement as is or (2) propose changes and specify. The nature and extent of requested changes to our standard contract (i.e., unwillingness to comply with the City's insurance/indemnity provision) will count against a proposal.

ANY INQUIRIES RELATED TO INDEMNIFICATION OR INSURANCE PROVISIONS CONTAINED IN PARK CITY MUNICIPAL CORPORATION'S STANDARD AGREEMENT MUST BE SUBMITTED TO PARK CITY MUNICIPAL CORPORATION NO LATER THAN THE PROPOSAL/SUBMITTAL DEADLINE. PARK CITY MAY, IN ITS SOLE DISCRETION, CONSIDER SUCH INQUIRES. ANY CHANGES TO PARK CITY'S STANDARD INSURANCE

AND INDEMNIFICATION PROVISION SHALL BE APPROVED AT PARK CITY'S SOLE DISCRETION.

IV. Fee Schedule

Fees should be outlined with the proposed costs for the services including:

- Not to exceed total to complete the services requested in the scope of work in Section II: Scope of Work.
- The fixed hourly rates are to show the persons who will be assigned, titles, and applicable rates. For example: John Smith, Architect I, \$75 per hour.
- Any additional reimbursable expenses.

Award of contact is subject to City Council approval. Upon approval, PCMC will then contract with the selected proponent. PCMC will either award both projects to one bidder or will award each project to two separate bidders.

Price may not be the sole deciding factor.

V. Selection Process

All respondents must address submittal requirements outlined in **Section III, Submittal Requirements**. Each respondent bears the sole responsibility for the items included or not included in its submittal. Proposals lacking required information will not be considered.

After evaluation of the complete proposals received in response to this RFP, City staff and other community representatives as part of the selection committee may conduct interviews with one or more respondents. The nature and extent of requested changes to our standard contract (i.e., unwillingness to comply with out insurance/indemnity provision) counts against a proposer.

During any interviews, applicants will be encouraged to elaborate on their qualifications, experience, performance data, project approach, and staff expertise relevant to the project. PCMC expects the key personnel proposed for the project to be present at the interviews.

At the conclusion of the interviews, the selection committee shall rank, in the order of preference, the respondents whose professional qualifications and proposed services are deemed most meritorious.

Negotiations, including the final scope of work, shall then be conducted with the respondent ranked first. If a contract satisfactory to PCMC can be negotiated at a fee considered fair and reasonable, the award shall be made to that respondent. Otherwise, negotiations with the respondent shall be formally terminated and the City will move on to the next respondent.

PCMC's policy is, subject to federal, State, and local procurement laws, to make reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers.

PCMC reserves the right to complete the selection process without proceeding to an interview process, and may choose to select based on the information supplied in the Statement of

Qualifications. PCMC reserves the right to select the respondent(s) whose qualifications, in the City's sole judgment, best meet the needs of the City. Award of contract is subject to approval by the City Council of Park City.

Evaluation Criteria Weighting

CRITERIA	Weighting
QUALIFICATIONS	
Understanding of work to be completed.	10 percent
Qualifications/expertise of team	15 percent
Expertise in following the Park City planning, large scale development, and contract negotiations.	20 percent
Experience completing successful projects in Park City/Summit County or similar communities.	15 percent
SCHEDULE	
Approach to the project and schedule outlining critical path items.	20 percent
COST	
Proposed Fee Schedule	20 percent

VI. Submittal Instructions

Proposal submittals must be received by **4:00 p.m. on Wednesday, January 5, 2021, via email to Jason Glidden, Housing Development Manager, at jglidden@parkcity.org.**

Expensive and elaborate statements are discouraged.

E-mails should be no larger than seven (7) megs. Respondents must ensure receipt of materials by the time and date specified.

Statements should be signed by a duly authorized official(s) of the firm(s). Consortia, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or legal entity which is not a subsidiary or affiliate with limited resources. Each submittal should indicate the entity responsible for execution on behalf of the team. If the firm submitting the proposal utilizes third parties for completing the RFP requirements, list what portion of the proposal will be completed by third parties and the name of the third party.

Firms or teams will be evaluated, among other things, as to relevant experience, ability to begin and complete the work, and feedback from references. Proposals will be good for sixty (60) days. Submissions will be subject to the Government Records and Retention Management Act, ("GRAMA") and may be subject to disclosure unless otherwise designated by the applicant pursuant to UCA § 63G-2-309, as amended.

VII. Tentative Schedule of Selection Process:

- | | |
|---------------------------------------|--|
| 1. Responses to the RFP deadline: | By 4 p.m. on Wednesday, January 5, 2021 |
| 2. Interview for Selected Applicants: | Week of January 10, 2022 (if necessary) |
| 3. Selection of Firm: | Week of January 17, 2022 |
| 4. Finalize and Award Contract: | Week of January 24, 2022 |

VIII. Requests for Additional Information

Any questions concerning the submittal or the project shall be sent by 4:00 p.m. on Thursday, December 30, 2021, in written form via email inquiry to the attention of Jason Glidden, at jglidden@parkcity.org. If you wish to receive a copy of all questions received and responses provided, please check the City website each Friday evening.

PCMC reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding contract award and reserves the right to accept or reject any or all proposals submitted pursuant to this request for proposals. Park City will provide respondents written notice of any cancellation and/or modification. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.

EXHIBIT "A"

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

This Service Provider/Professional Services Agreement (the "Agreement") is made and entered into as of this ____ day of _____, 20__, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and _____, a _____ (Insert state of incorporation) _____ (insert either "corporation" or "limited liability company"), ("Service Provider"), collectively, the City and the Service Provider are referred to as (the "Parties").

WITNESSETH:

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

WHEREAS, sufficient City resources are not available to provide such services; and

WHEREAS, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

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

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "**Exhibit A**" and incorporated herein (the "Project"). The total fee for the Project shall not exceed _____ Dollars (\$_____).

The City has designated _____, or his/her designee as City's Representative, who shall have authority to act on the City's behalf with respect to this Agreement consistent with the budget contract policy.

2. TERM.

No work shall occur prior to the issuance of a Notice to Proceed which cannot occur until execution of this Agreement, which execution date shall be commencement of the term and the term shall terminate on _____ or earlier, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

- A. Payments for services provided hereunder shall be made monthly following the performance of such services.
- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.
- C. For all "extra" work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as "**Exhibit B,**" or if none is attached, as subsequently agreed to by both Parties in writing.
- D. The Service Provider shall submit to the City Manager or her designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.
- F. Service Provider acknowledges that the continuation of this Agreement after the end of the City's fiscal year is specifically subject to the City Council's approval of the annual budget.

4. RECORDS AND INSPECTIONS.

- A. The Service Provider shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not _____ limited to) that which is necessary to sufficiently and properly reflect all direct and

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indirect costs related to the performance of this Agreement, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement.

- B. The Service Provider shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.
- C. The Service Provider shall, at such times and in such form as the City may require, make available for examination by the City, its authorized representatives, the State Auditor, or other governmental officials authorized by law to monitor this Agreement, all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The Service Provider shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider's activities, which relate directly or indirectly to this Agreement.
- D. The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code, 1953, as amended and Park City Municipal Code Title 5 ("GRAMA"). All materials submitted by Service Provider pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure rests solely with Service Provider. Any materials for which Service Provider claims a privilege from disclosure based on business confidentiality shall be submitted marked as "confidential - business confidentiality" and accompanied by a concise statement from Service Provider of reasons supporting its claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. The City will make reasonable efforts to notify Service Provider of any requests made for disclosure of documents submitted under a claim of confidentiality. Service Provider specifically waives any claims against the City related to any disclosure of materials pursuant to GRAMA.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

- A. The Parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the

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Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.

- B. In the performance of the services herein contemplated, the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

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6. SERVICE PROVIDER EMPLOYEE/AGENTS.

The City may at its sole discretion require the Service Provider to remove an employee(s), agent(s), or representative(s) from employment on this Project. The Service Provider may, however, employ that (those) individuals(s) on other non-City related projects.

7. HOLD HARMLESS INDEMNIFICATION.

A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's negligent performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the Parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

8. INSURANCE.

The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees, or subcontractors. The Service Provider shall provide a Certificate of Insurance evidencing:

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- A. General Liability insurance written on an occurrence basis with limits no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate for personal injury, bodily injury and property damage.

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

- B. Automobile Liability insurance with a combined single limit of not less than Two Million Dollars (\$2,000,000) each accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of owned, hired, and non-owned motor vehicles. This policy must not contain any exclusion or limitation with respect to loading or unloading of a covered vehicle.

- C. Professional Liability (Errors and Omissions) insurance (if applicable) with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. Service Provider agrees to continue to procure and maintain professional liability insurance coverage meeting these requirements for the applicable period of statutory limitation of claims (or statute of repose, if applicable) after the project completion or termination of this Agreement.

If written on a claims-made basis, the Service Provider warrants that the retroactive date applicable to coverage precedes the effective date of this agreement; and that continuous coverage will be maintained for an extended reporting period endorsement (tail coverage) will be purchased for a period of at least three (3) years beginning from the time that work under this agreement is complete.

- D. Workers Compensation insurance and Employers Liability coverage with Workers Compensation limits complying with statutory requirements, and Employer's Liability Insurance limits of at least One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) for bodily injury by accident, and One Million Dollars (\$1,000,000) each employee for injury by disease.

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The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Park City Municipal Corporation for all work performed by the Service Provider, its employees, agents and subcontractors.

- E. Park City Municipal Corporation, its officers, officials, employees, and volunteers are to be covered as additional insureds on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Service Provider including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance.
- F. Should any of the above described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the City within thirty (30) days of cancellation. The City reserves the right to request certified copies of any required policies.
- G. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- H. For any claims related to this Agreement, the Service Provider's insurance coverage shall be primary insurance coverage with respect to Park City Municipal Corporation, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Park City Municipal Corporation, its officers, officials, employees, or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS AND WARRANTIES.

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

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- B. Unless otherwise exempt, the Service Provider is required to have a valid Park City business license.
- C. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.
- D. If this Agreement is entered into for the physical performance of services within Utah, the Service Provider shall register and participate in E-Verify or an equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or an equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code § 63G-12-302.
- E. Service Provider shall be solely responsible to the City for the quality of all services performed by its employees or sub-contractors under this Agreement. Service Provider hereby warrants that the services performed by its employees or sub-contractors will be performed substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions.

11. NONDISCRIMINATION.

Any Service Provider that enters into an agreement for goods or services with Park City Municipal Corporation or any of its boards, agencies, or departments shall:

- A. Implement an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting or demoting, matters of compensation, or any other employment- related decision or benefit against a person otherwise qualified, because of actual or perceived race; color; sex; pregnancy, childbirth, or pregnancy- related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; gender identity; genetic information; or military status.
- B. In the performance of this Agreement, Service Provider shall not discriminate on account of actual or perceived race; color; sex; pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; gender identity; genetic information; or military status.

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- C. Incorporate the foregoing provisions in all subcontracts or assignments hereunder and take such actions as may be required to ensure full compliance with the provisions of this policy.

12. ASSIGNMENTS/SUBCONTRACTING.

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment. Any assignment made without the prior express written consent of the City, as required by this paragraph, shall be deemed null and void.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.
- D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or an equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code § 63G-12-302.

13. CHANGES.

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

14. PROHIBITED INTEREST, NO THIRD PARTY RIGHTS AND NO GRATUITY TO CITY EMPLOYEES.

- A. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- B. Nothing herein is intended to confer rights of any kind in any third party.
- C. No City employee who has procurement decision making authority and

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is engaged in the procurement process, or the process of administering a contract, may knowingly receive anything of value including but not limited to gifts, meals, lodging or travel from anyone that is seeking or has a contract with the City.

15. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

- A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.
- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an “extra” pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.
- C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary, for performing the services herein.

16. TERMINATION.

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days' written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.
- B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days' written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

17. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the Parties below. Notice is effective upon the date it was sent, except that a notice of termination pursuant to Paragraph 16 is

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

effective upon receipt. All reference to “days” in this Agreement shall mean calendar days.

18. ATTORNEYS FEES AND COSTS.

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

19. JURISDICTION AND VENUE.

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

20. SEVERABILITY AND NON-WAIVER.

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

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- C. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

21. ENTIRE AGREEMENT.

The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both Parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both Parties recognize time is of the essence in the performance of the provisions of this Agreement.

22. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

23. ELECTRONIC SIGNATURES.

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

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

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

PARK CITY MUNICIPAL CORPORATION, a
Utah municipal corporation
445 Marsac Avenue
Post Office Box 1480
Park City, UT 84060-1480

Matt Dias, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

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

SERVICE PROVIDER NAME

Address:

Address:

City, State, Zip:

Tax ID#: _____

PC Business License# BL_____

Signature

Printed name

Title

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

**PARK CITY MUNICIPAL CORPORATION
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STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _____, 20__, personally appeared before me _____, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the _____ (*title or office*) of _____, a _____ corporation (or limited liability company), by authority of its Bylaws/Resolution of the Board of Directors (if as to a corporation) or Operating Agreement/Member Resolution (if as to a limited liability company), and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (title) for _____, a _____ corporation (or limited liability company).

Notary Public

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

I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the ____ day of _____, 20__ at _____ (insert State and County here).

Printed name _____

Signature: _____

**PARK CITY MUNICIPAL CORPORATION
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EXHIBIT “A”

SCOPE OF SERVICES

**PARK CITY MUNICIPAL CORPORATION
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EXHIBIT “B”

PAYMENT SCHEDULE FOR “EXTRA” WORK