



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
January 16, 2020**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regular City Council meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Ave, Park City, Utah 84060 for the purposes and at the times as described below on Thursday, January 16, 2020.

CLOSED SESSION - 3:15 p.m.

To Discuss Property, Personnel and Litigation

STUDY SESSION

3:45 p.m. - Park City Transit Prioritization Exercise

[Transit Prioritization Staff Report](#)

[Exhibit A: 2006 and 2009 Interlocal Transportation Agreements](#)

[Exhibit B: December 2019 Summit County Visioning Exercise Questionnaire](#)

[Exhibit C: Summit County-Park City Transportation Partnership](#)

[Exhibit D: On Board Survey Report](#)

[Exhibit E: On Board Survey Summary](#)

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. Monthly Budget Reporting for December, 2019
[Budget Monitoring Staff Report - December 2019](#)
[Exhibit A: Expenditure Report - December 2019](#)
[Exhibit B: Revenue Report - December 2019](#)
2. Park City Receives Reach Award
[Reach Award Staff Report](#)

3. Update on Electric Vehicle Chargers
[Electric Vehicle Chargers Staff Report](#)
[Exhibit A: UCAIR Award](#)
[Exhibit B: UCAIR Funding Plan](#)

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

IV. CONSENT AGENDA

1. Request to Authorize the City Manager to Execute a Contract with HB Staffing to Provide Temporary Staffing Services on an As-Needed Basis in an Amount Not to Exceed \$15,000 per Year
[Temporary Staffing Services Staff Report](#)
[Exhibit A: Temporary Staffing Cost Proposals](#)
2. Request to Approve Type 2 Convention Sales License Applications for Businesses Operating During the 2020 Sundance Film Festival
[CSL Staff Report](#)
[Exhibit A: January 16 CSL List](#)
[Exhibit B: January 16 CSL Map](#)
3. Request to Authorize the City Manager to Enter into a Contract, in a Form Approved by the City Attorney's Office, with Total Power & Controls, LLC for Water System Electrical Contractor Services in an Amount Not to Exceed \$500,000.00
[Water System Electrical Contractor Services Staff Report](#)
4. Request to Approve a Purchase Agreement with Silver Islet Lake Partners, LLC for the 17 Acre Grace Mining Claim, in the Amount of \$170,000 in a Form Approved by the City Attorney
[Silver Islet Partners, LLC. Purchase Agreement Staff Report](#)
[Exhibit A: Silver Islet Lake Partners LLC. Purchase Agreement Grace Claim](#)

VI. NEW BUSINESS

1. Consideration to Approve Ordinance 2020-05, an Ordinance Approving the Fairway Meadows Subdivision Lot 11 Amended Plat, Located at 2784 American Saddler Drive, Park City, Utah
(A) Public Hearing (B) Action
[2784 American Saddler Drive Staff Report and Ordinance](#)
[Exhibit A: Fairway Subdivision Lot 11 Amended Plat](#)
[Exhibit B: Neighborhood Consent to Combine Lots 11 and 12](#)
[Exhibit C: Fairway Meadows Subdivision Plat](#)
2. Consideration to Continue an Ordinance Approving the Alpine Retreat @ Park City Unit 1, Amended Condominium Plat, Located at 1274 Park Avenue, Park City, Utah
(A) Public Hearing (B) Continue to a Date Uncertain

1274 Park Avenue Plat Amendment Continuation Staff Report

3. Consideration to Approve Ordinance 2020-07, an Ordinance Approving Evergreen Lot 1 Amended Plat, Located at 7058 Silver Lake Drive, Park City, Utah
(A) Public Hearing (B) Action
[7058 Silver Lake Drive Staff Report and Ordinance](#)
[Exhibit A: Evergreen Subdivision Plat](#)
[Exhibit B: Ordinance No. 94-42](#)
[Exhibit C: Ordinance No. 95-17](#)
[Exhibit D: Ordinance No. 02-06](#)
[Exhibit E: Evergreen - Lot 1 Amended Plat](#)
[Exhibit F: Evergreen Subdivision 1995 Plat Amendment](#)
[Exhibit G: Evergreen Architectural Committee Approval Letter](#)
4. Special Event Fee Reduction Update and Consideration to Approve FIS World Cup Fees in the Amount of \$13,190
(A) Public Input (B) Action
[Special Event Fee Reduction Update and World Cup Approval Staff Report](#)
[Exhibit A: Special Event Fee Reduction FY20 Part 2 Analysis and Summary](#)
5. Consideration to Approve Ordinance 2020-09, an Ordinance Amending the Land Management Code of Park City, Utah, Amending Master Planned Development Requirements, Section 15-6-5; Master Planned Affordable Housing Development, Section 15-6-7; And Defined Terms, Section 15-15
(A) Public Hearing (B) Action
[Land Management Code 15-6 Amendment Staff Report and Ordinance 2020-09](#)

VII. ADJOURNMENT

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

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

Council Agenda Item Report

Meeting Date: January 16, 2020

Submitted by: Alfred Knotts

Submitting Department: Transit

Item Type: Work Session

Agenda Section:

Subject:

3:45 p.m. - Park City Transit Prioritization Exercise

Suggested Action:

Conduct a “prioritization” exercise for Park City Transit that contemplates both short- and long-term transit objectives for residents, visitors, employees, the business community, underrepresented populations, the environment and the surrounding regional demands.

This exercise seeks to determine Council’s priority for:

- Who Park City Transit seeks to serve?
- What are their needs?
- What is the City’s role in meeting growing regional transit demand?

Attachments:

[Transit Prioritization Staff Report](#)

[Exhibit A: 2006 and 2009 Interlocal Transportation Agreements](#)

[Exhibit B: December 2019 Summit County Visioning Exercise Questionnaire](#)

[Exhibit C: Summit County-Park City Transportation Partnership](#)

[Exhibit D: On Board Survey Report](#)

[Exhibit E: On Board Survey Summary](#)

City Council Staff Report



Subject: Park City Transit – Governance & Prioritization Exercise
Author: Alfred Knotts, Transportation Manager
Department: Transportation
Date: January 16, 2020
Type of Item: Administrative

Summary Recommendation

Conduct a “prioritization” exercise and future governance discussion regarding Park City Transit that contemplates both short- and long-term transit objectives for residents, visitors, employees, businesses, underrepresented populations, the environment, and the surrounding regional area.

This exercise seeks to determine Council’s transit priorities for:

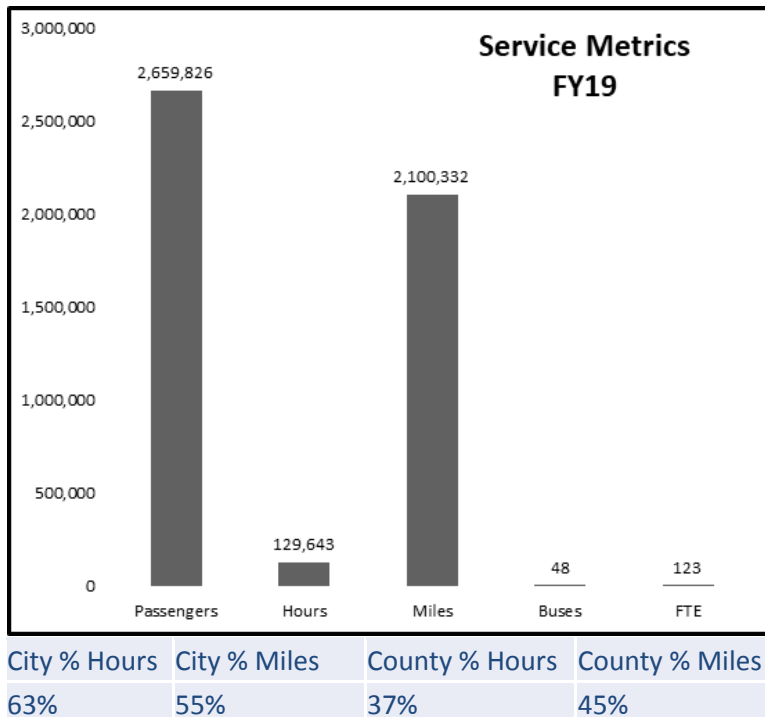
- Who Park City Transit seeks to serve?
- What are their transit service needs?
- What is the City’s role in meeting growing regional transit demand?
- What might be the preferred structure of a future governance model that aligns Park City Municipal and Summit County’s transit and transportation goals?

This exercise is not intended to conduct an extensive visioning discussion. That process is well underway and will be finalized in a matter of months. In addition, Council regularly revisits its critical priorities and has an extensive history of transit goal setting and planning processes.

Staff also desires to begin discussions about revisiting the Transportation Critical Priority metric created last year to reduce average daily traffic volumes on gateway corridors by 25% by 2030. Due to regional growth, and notwithstanding aggressive City transit-first programs and infrastructure projects, this noble metric may be unattainable. There are several other metrics, such as mode shift %, future growth % shift, etc., that could be considered as viable and meaningful alternatives if Council is open to revisiting.

Executive Summary

Currently, Park City Municipal operates transit services within Park City limits as well as in portions of unincorporated Summit County consistent with the 2006 and 2008 Interlocal Agreement, as amended (Exhibit A). Park City Transit services include On Demand Dial-a-Ride, 12 Fixed Routes, Americans with Disabilities Act Paratransit, and Kamas Commuter. Below is a quick snapshot of the Transit system’s operational characteristics/metrics:



As stated, Park City has a history of robust history of transit planning. Several guiding policy documents identify mass transit as the priority mode, and have for years, in order to balance quality of life and economy, protect the natural environment, and ensure equal access to services and employment.

2014 Park City General Plan –

<https://www.parkcity.org/home/showdocument?id=12387>

<https://www.parkcity.org/home/showdocument?id=12370>

2016 Short Range Transit Development Plan (SRTDP) -

<https://www.parkcity.org/Home/ShowDocument?id=44571>

2016 Transportation Demand Management Plan –

<https://www.parkcity.org/home/showdocument?id=41938>

Summit County has recently undergone their own exercise in order to prepare for a joint Council meeting on February 5, 2020. In order to prepare the Park City Council, additional discussion to inform Park City's role in providing regional transit services is necessary to engage in a meaningful way with our partner.

Discussion & Exercise (next page)

Council – Staff requests answering these questions prior to the Study Session on 1/16/2020.

"In 2020 Park City Transit will _____"

"In 2025 Park City Transit will _____"

"In 2030 Park City Transit will _____"

"In 2035 Park City Transit will _____"

"In 2040 Park City Transit will _____"

Consider the following existing and future conditions, and internal and external variables:

- Core services
 - What are the core services the city should provide to support residents and balance the economic, social, and environmental initiatives?
- Internal and external existing and future future land use
 - What projects and/or development proposals are reasonably foreseeable and what role should Park City play in collaboratively mitigating impacts?
- Target populations
 - Who do we currently serve well, who is underserved, and who do we need to plan to serve better in the future?
- Economic resiliency
 - Cost of operating transit is likely going to increase regardless of growth and development due to inflationary impacts on operating costs. Is Council committed to current capital and operational investments to support the resort economy above and beyond existing discretionary funding sources (i.e. business license fees, resort city sales tax, real estate transfer fees)?
- Social Equity
 - Who are we trying to serve, and how are we balancing the demands of transit dependent vs. the transit-choice rider?
- Quality of life and convenience
 - What is the goal and return on investment for residents, visitors, and employees? Cost/benefit? Qualitative vs. quantitative? Ridership? Trip reduction?
- Local, regional, and private partnerships
 - What role does Park City Transit play in existing and future regional connections?
 - Should City funds be spent outside City Limits and/or Summit County to mitigate impacts to and from Park City as an economic hub?

Exhibit A – 2006 and 2009 Interlocal Agreement

Exhibit B – December 2019 Summit County Visioning Exercise Questionnaire

**PARK CITY MUNICIPAL CORPORATION AND SUMMIT COUNTY INTERLOCAL
TRANSPORTATION AGREEMENT**

THIS AGREEMENT ("AGREEMENT") is made and entered into this 12th day of February, 2006, by and between the Park City Municipal Corporation (hereafter "the CITY") and the COUNTY of Summit (hereafter "COUNTY"), bodies corporate and politic of the state of Utah.

WHEREAS, the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Ann. 1953, as amended, authorizes public agencies to enter into AGREEMENT with one another for joint or cooperative action; and

WHEREAS, the COUNTY and the CITY are public agencies desiring to provide quality and efficient transit services for residents within their respective jurisdictions, and

WHEREAS, the COUNTY has established the SNYDERVILLE BASIN TRANSIT DISTRICT to provide partial funding for operational and capital expenses associated with public transit services in the Kimball Junction area; and

WHEREAS, the CITY has the management and technical personnel and the necessary expertise and assets useful for the support of the COUNTY'S transportation project; and

WHEREAS, the COUNTY desires to obtain such services from the CITY; and

WHEREAS, the CITY is desirous of providing such services; and

WHEREAS, it is in the best interests of both parties to provide efficient delivery of transportation services;

NOW THEREFORE, in consideration of the foregoing recitals, and the consideration and covenants hereinafter agreed to, the parties commit themselves to the following contractual terms:

INCORPORATED DOCUMENTS: In addition to the terms and conditions of the AGREEMENT, the parties agree that the following documents are hereby incorporated by reference herein and are as fully a part of this AGREEMENT:

1. The Cost Worksheet and Monthly Payment Schedule attached as Exhibits "A" and "B" and hereinafter referred to as "Cost Worksheet" and "Monthly Payment Schedule".
2. The Equipment Inventory attached as Exhibit "C" and herinafter referred to as "Equipment Inventory".

The parties further agree that the precedence of the documents in descending order shall be as follows:

- a. This AGREEMENT
- b. The Cost Worksheet, Monthly Payment Schedule, and Equipment Inventory

- c. Summit County Park City Short Range Transit Development Plan – Prepared by LSC – November, 2003.

1. SERVICES:

- 1.1. Purpose: The CITY hereby contracts with the COUNTY to provide transportation management and operations services upon the terms and conditions hereinafter set forth.
- 1.2 Scope of Work: To provide Management and Staff for the operations of the COUNTY service including: management, accounting, operation, as further detailed in this AGREEMENT.
- 1.3 Joint Transit Advisory Board: The CITY and COUNTY have established a Joint Transit Advisory Board which will make recommendations to both the CITY and COUNTY regarding service rate fees, scheduling, routes, level of service, look of buses and strategies for supplementing service as well as further regionalization. The Joint Transit Advisory Board shall be comprised of one County Commissioner, one City Council representative, Summit County Public Works Administrator and Park City Deputy Public Works Director. Park City Transit staff will provide technical support to the Joint Transit Advisory Board as required. At a minimum, the Joint Transit Advisory Board shall meet:
1. in February of each year to prepare an updated transit plan for inclusion in the Statewide Transportation Improvement Plan (STIP)
 2. in August of each year to review this agreement, the service rate fees and develop a draft budget and service plan for the next calendar year.

2. TERM AND TERMINATION

- 2.1 Contract Term: The term of this AGREEMENT shall be from January 1, 2006 through December 31, 2006 and shall automatically renew for successive one (1) year terms, until such time as either party serves written notice of termination. Such termination notice may only be given on or before August 30th each year. In no circumstances shall this AGREEMENT exceed fifty (50) years in duration.
- 2.2 Review Process: The CITY and COUNTY shall annually review their transportation services and shall cooperate in resolving issues as they arise in a manner that is mutually beneficial and satisfactory to CITY and COUNTY. The COUNTY will determine what routes and services are provided outside Park City Municipal limits if paid for by the COUNTY. The CITY will determine what routes and services are provided inside Park City Municipal limits if paid for by the CITY. In the event that any modification to this AGREEMENT is required in light of these annual reviews, the parties may enter into amendments, addenda or other written manifestation of any modifications to the AGREEMENT, which modifications must be in writing and signed by both the CITY and the

COUNTY.

2.3 Disposition of Property Upon Termination of Agreement: Upon complete or partial termination of this agreement equipment identified in the Equipment Inventory , attached to this AGREEMENT as Exhibit “B”, will be disposed of as follows:

1. Equipment funded in whole or in part with United States Federal Transit Administration 5309 or 5311 funds will be disposed of in accordance with all requirements set forth in the current United States of America, Department of Transportation, Federal Transit Administration, Master Agreement, hereinafter referred to as the Master Agreement. The agency which provided local matching funds for the purchase of each piece of equipment identified in the Equipment Inventory will , subject to provisions of the Master Agreement:
 - a. determine disposition of that piece of equipment: and
 - b. assume financial responsibility for any remaining federal interest in that piece of equipment.
2. Equipment paid for with local funds will remain the property of the agency which provided the local funds for the purchase of that equipment.

3. COMPENSATION AND PAYMENT

- 3.1 Maximum Obligation: The COUNTY agrees to pay for COUNTY’S services as described herein as Exhibit A and Exhibit B. The maximum price to be paid by the COUNTY to the CITY each contract year shall not exceed the sums set forth in the Cost Worksheet, attached to this AGREEMENT as Exhibit “B” and reviewed annually except as such Maximum Obligation may be increased upon mutual written AGREEMENT because of an increase in number of Vehicle Service Hours or Vehicle Service Miles, or other material change in the project, above those set forth in Exhibit “B”. The timing of payments shall be in accordance with Exhibit “B”. Any increase in the Maximum Obligation shall require approval by the applicable governmental funding agencies.
- 3.2 Price Formula: The COUNTY agrees to pay for performance of the services set forth in the AGREEMENT in accordance with Exhibit “A”.
- 3.3 Equipment and Facilities: The CITY will administer the purchase of equipment and federal or state grants relating to regional transit services. Any federal or state bus allocations in the name of the COUNTY shall be transferred to the CITY. All equipment purchased with Federal Transit Administration 5309 and 5311 funds on behalf of the COUNTY shall be recorded in the Equipment Inventory and shall serve as formal record of the County’s interest in this equipment. The COUNTY shall pay the local match for any/all such purchases. The COUNTY and CITY will make best efforts to jointly secure future sites and funding for the park and ride

facilities, bus maintenance and other capital facilities needed to facilitate the regional transportation system.

- 3.4 Change. In the event the COUNTY requests changes in the Scope of Work which, during any contract year, comprise a cumulative total of less than fifteen percent (15%) above or below that specified in the Cost Worksheet, compensations shall be adjusted according to the Pricing Formula set forth in Paragraph 3.2, Price Formula, and the Maximum Obligation stated in Paragraph 3.1 shall be adjusted accordingly. Changes in the Scope of Work which, during a contract year, comprise a cumulative total in excess of fifteen percent (15%) above or below that specified in the Cost Worksheet shall result in adjustment of the rates specified in Paragraph 3.2, Price Formula herein to reflect the effect on those rates caused by the requested change. The COUNTY shall issue written Change Orders to the CITY detailing all requested changes in scope. Change orders shall either specify a cost limit or shall be subject to subsequent negotiations and shall require the CITY'S acceptance to become effective.
- 3.5 Audit: Upon reasonable request, CITY shall permit the authorized representative of the COUNTY, the U.S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all data and records of the CITY relating to performance under this AGREEMENT.

4. INSURANCE

- 4.1 Comprehensive General Liability Insurance: Throughout the term of this AGREEMENT, the CITY shall procure and maintain a Comprehensive General Liability Policy providing \$3,000,000 (THREE MILLION DOLLARS) combined Single Limit Bodily Injury and Property Damage. Said coverage may be provided through one or more policies and shall include coverage for premises, personal injury and blanket contractual, but shall not include coverage for vehicle liability and/or vehicle physical damage insurance. Such vehicle insurance shall be provided as specified in Paragraph 4.2 of the AGREEMENT, vehicle insurance. Such policies shall provide that they may not be cancelled without at least sixty (60) days prior written notice to the COUNTY.

4.2 Vehicle Insurance:

1. Throughout the terms of this AGREEMENT the CITY shall provide vehicle liability insurance in the amount of \$3,000,000 (THREE MILLION DOLLARS) combined Single Limit Bodily Injury and Property Damage. Coverage may be provided through one or more policies and shall include: Collision and Comprehensive physical damage coverage with a \$10,000 (TEN THOUSAND DOLLAR) deductible Uninsured Motorist (UM) and Personal Injury Protection (PIP) with coverage limits as required by law. The CITY shall name the COUNTY as additional insured and shall furnish the COUNTY with evidence of insurance. Such

policy or policies shall provide that they may not be cancelled without at least sixty (60) days prior written notice to the COUNTY.

2. In case of damage or destruction of any vehicle or vehicles provided by the COUNTY under the terms of this AGREEMENT, the COUNTY agrees that liability for the CITY for said damage or destruction shall be limited to the appraised fair market value of the vehicle(s) at the time of the loss.
3. In the event that addition, deletion, or acquisition of new vehicles results in changes in the vehicle fleet, the compensation paid to the CITY for the purpose of maintaining insurance coverage on said vehicles shall be subject to immediate renegotiations (up or down) to equitably adjust the documented actual premium cost under the insurance policy then in effect.

5. RESPONSIBILITIES OF THE CITY

- 5.1 MANAGEMENT: During the term of this AGREEMENT, the CITY shall provide sufficient executive and administrative personnel as shall be necessary and required to perform its duties and obligations under the terms hereof. The Summit County - Park City Short Range Transit Development Plan should be used as a basis when making management decisions.
- 5.2 Medical Assistance to Passengers: In the event of injury or illness on board a vehicle, the driver shall advise the dispatcher and request directions or follow established City policy.
- 5.3 Uniform: CITY shall require its employees to wear uniforms for the COUNTY service consistent with the CITY'S uniform policy.
- 5.4 Emergency Procedures: In the event of a major emergency such as an earthquake, dam failure, fire or man-made catastrophe, CITY shall be entitled to make transportation and communication resources available to a degree possible for emergency assistance. If the normal line of direct authority from the COUNTY is intact, the CITY shall follow instruction of the COUNTY. If the normal line of direct authority is broken, and for the period while it is broken, the CITY shall make best use of transportation resources following to the degree possible, the direction an organization such as the Police, Red Cross, or National Guard, or other such responsible entity which appear to have assumed responsibility. Emergency use of transportation may include evacuation, transportation of injured, and movement of people to food and shelter. CITY shall be reimbursed in accordance with the normal "Price Formula" identified on Exhibit "A" or if the normal method does not cover the types of emergency services involved, then on the basis of fair, equitable and prompt reimbursement of City's actual costs. Reimbursement for such major emergency services shall be over and above "Maximum Obligation" specified in Paragraph 3.1 of this AGREEMENT. As soon as practicable after the emergency condition ceases, CITY shall reinstitute normal transportation services.

5.5 Reporting: On monthly basis, the CITY shall prepare and forward to the COUNTY a performance monitoring report, providing at a minimum the following information:

1. Total ridership over the period, by route
2. Vehicle service-hours and service-miles provided
3. Percent on-time performance
4. Number/percent of missed trips
5. Number of missed passenger
6. Management and marketing activities conducted
7. Financial summary, including budget versus actual expenditures
8. Performance Indicators
9. Any press coverage or articles regarding the transit service

5.6 Financial Assistance: The City shall be responsible for receiving and distributing Federal and State transit financial assistance awarded to the City/County using the following distribution methodology:

Capital Assistance: funds will be distributed to the projects identified in the associated capital assistance grant application and included in the approved Utah Statewide Transit Improvement Plan (STIP) prepared by the Joint Transit Advisory Board and submitted annually to the Utah Department of Transportation (UDOT).

Operating Assistance: funds will be distributed to the County and City using a ratio of each entity's award year budget as a percentage of the entity's combined budgets (e.g., County Transit Budget/(City Transit Budget + County Transit Budget)).

6. AUTHORIZATION

- 6.1 Control: The CITY shall render all services under this AGREEMENT in a manner consistent with the policies of the COUNTY and the Joint Transit Advisory Board. Modification of existing policies or adoption of new policies during the term of this AGREEMENT which affect the CITY'S performance of services shall be treated as "Changes" pursuant to Paragraph 3.4 herein.
- 6.2 The COUNTY shall not interfere with the management of the CITY'S normal internal business affairs and shall not attempt to directly discipline or terminate the CITY'S employees. The COUNTY will advise the CITY of its inadequate performance which has a negative effect on the service being provided and the CITY shall take prompt action to remedy the situation.
- 6.3 Communications: all notices to be given by parties to this AGREEMENT shall be in writing and served by depositing the same in the United States mail, postage prepaid, registered or certified mail

6.4 Notices to the CITY shall be addressed to:

Park City Municipal Corporation
Attn: Kent Cashel
P.O. Box 1480
Park City, UT 84060

6.5 Notice to the COUNTY shall be addressed to

Summit County
Attn: Kevin Callahan
P.O. Box 128
Coalville, UT 84017

6.6 Either the CITY or the COUNTY may change its officer or address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

7. UNANTICIPATED EVENTS

7.1 Force Majeure: Neither party shall be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of such party. Such events may include, but are not restricted to, the following: Acts of God; fire; epidemics; earthquake; floods or other natural disaster; acts of the state or federal government; riots; strikes, war or civil disorder; unavailability of fuel.

7.2 Major Costs Impact: The AGREEMENT shall be subject to timely renegotiation in scope in the event that:

1. The inflation rate, as measured by the Consumer Price Index for all Urban Consumers (CPI-U), exceeds a rate of ten percent (10%) in any 12-month period during the term hereof;
2. Travel and/or insurance costs increase to a level ten percent (10%) greater than the industry prevailing rates in effect as of the date of this AGREEMENT.
3. Diesel fuel price per gallon paid by the City increases to a level ten percent (10%) greater than the per gallon price the City paid to its fuel supplier on July 1st of the current City fiscal year.
4. Mandated minimum wage applicable to project employees is raised to a level above the wages then being paid to those employees; or
5. National health care program mandates medical coverage for all employees.

In the event that one or more of the conditions occur, the parties shall, in a timely manner, meet to negotiate a mutually acceptable adjustment to the rates of compensation specified in Paragraph 3.2, Price Formula and Maximum Obligations specified in Paragraph 3.1 and/or modifications of the services to be provided pursuant to the Scope of Work. If the parties are unable to reach a

mutually-acceptable resolution, either party may exercise their rights of termination pursuant to Paragraph 2.1

- 7.3 Shortages and Delays: In the event that the COUNTY fails to provide or delays providing items as herein provided in the number, size and/or condition required, then the CITY shall not be responsible for any delays or resulting decline in the quality of service

8. GENERAL TERMS AND CONDITIONS

- 8.1 Civil Rights Requirements: CITY shall comply with all applicable federal, state, and local laws, rules, and regulations with regard to discrimination in employment because of age, race, religion, color, sex, physical or mental disability, martial status or national original.
- 8.2 Disadvantaged Business Enterprise: In connection with the performance of this AGREEMENT, the CITY shall cooperate with the COUNTY in meeting its commitments and goals for DBE participation.
- 8.3 Lobbying: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this AGREEMENT or to any benefit arising there from.
- 8.4 Complete AGREEMENT. This AGREEMENT contains the entire AGREEMENT of the parties and there are no other promises or conditions in any other AGREEMENTS whether oral or written. The invalidity in whole or in part of any provisions of this AGREEMENT shall not affect the validity of other provisions.
- 8.5 Severability: In the event that any one or more of the phrases, sentences, clauses, paragraphs or sections contained in the AGREEMENT shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of the AGREEMENT which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders the AGREEMENT meaningless.
- 8.6 Modification: the covenants and conditions contained in this AGREEMENT fully express all understandings of the parties concerning all matters covered and shall constitute the total AGREEMENT. Except as may otherwise be provided herein, no addition to or alteration of, the terms of this AGREEMENT, whether by written or verbal understanding of the parties, their officer, agents or employees, shall be valid unless made in the form of a written amendment to this AGREEMENT, which is formally approved and executed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by and through their respective officer duly authorized on the date written below their signatures:

COUNTY OF SUMMIT

By

Robert H. [Signature]

Date

2/1/06

PARK CITY MUNICIPAL CORPORATION

By

Dana Williams [Signature]

Date

2/3/06

ATTEST:

Susan Feltt [Signature]

Approved as to form:

[Signature]
Date 2/1/06

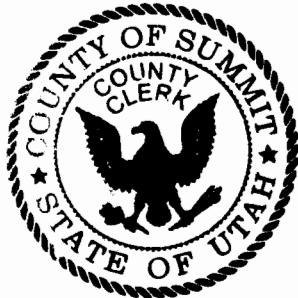
ATTEST:

[Signature]

[Signature]

Date

2/1/06



Billing Schedule For 2009 Summit County Bus Service

Full Winter Kimball: {224 Express East + 30 Min West Route & Early Morning and Afternoon Tripper Service} + Canyons Service & Circulator Year Round

Fully Allocated Benefit Based Cost Allocation Model

Service	Jan-09	Feb-09	Mar-09	Apr-09	May-09	June-09	July-09	Aug-09	Sept-09	Oct-09	Nov-09	Dec-09	Total
Kimball Junction Service:													
Bus 1: for 30 min Kim & West (1)	\$31,873	\$29,212	\$31,873	\$28,663	\$27,184	\$26,302	\$27,184	\$27,184	\$26,643	\$27,184	\$26,402	\$29,636	\$339,342
Bus 2: for 30 min Kim & West (1)	\$31,873	\$29,212	\$31,873	\$28,663	\$27,184	\$26,302	\$27,184	\$27,184	\$26,643	\$27,184	\$26,402	\$29,636	\$339,342
Bus 3: for 30 min Kim & West (1)	\$31,873	\$29,212	\$31,873	\$28,663	\$27,184	\$26,302	\$27,184	\$27,184	\$26,643	\$27,184	\$26,402	\$29,636	\$339,342
Bus 4: for Hourly Express & East (2)	\$34,733	\$31,417	\$34,750	\$33,458	\$34,394	\$33,338	\$30,124	\$34,394	\$33,338	\$34,394	\$33,301	\$34,516	\$402,157
Early & Afternoon Tripper Service (2A)	\$5,661	\$2,121	\$2,628	\$1,012	\$0	\$0	\$0	\$0	\$0	\$0	\$1,150	\$5,281	\$17,853
Expanded ADA service (3)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Marketing - (4)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Vehicle Replacement Fund (5)	\$3,297	\$3,297	\$3,297	\$3,297	\$3,297	\$3,297	\$3,297	\$3,297	\$3,297	\$3,297	\$3,297	\$3,297	\$39,565
Total - Kimball Service	\$139,310	\$124,471	\$136,294	\$123,757	\$119,243	\$115,542	\$114,974	\$119,243	\$116,565	\$119,243	\$116,956	\$132,002	\$1,477,600
The Canyons Bus Service:													
Bus 5 (6)	\$26,386	\$24,804	\$25,984	\$11,389	\$0	\$0	\$0	\$0	\$0	\$0	\$7,567	\$20,442	\$116,572
Bus 6 (6)	\$26,386	\$24,804	\$25,984	\$11,389	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,442	\$109,005
Canyons Circulator (7)	\$32,970	\$31,302	\$34,596	\$29,757	\$31,198	\$30,218	\$29,281	\$30,214	\$30,218	\$31,198	\$24,415	\$33,050	\$368,416
Annual Vehicle Replacement Fund (5A)	\$1,488	\$1,488	\$1,488	\$1,488	\$1,488	\$1,488	\$1,488	\$1,488	\$1,488	\$1,488	\$1,488	\$1,488	\$17,850
Total - Canyons Service	\$87,229	\$82,399	\$88,051	\$54,022	\$32,685	\$31,705	\$30,768	\$31,702	\$31,705	\$32,685	\$33,470	\$75,422	\$611,843
Total - Kimball & Canyons	\$226,539	\$206,870	\$224,345	\$177,778	\$151,928	\$147,247	\$145,742	\$150,945	\$148,270	\$151,928	\$150,426	\$207,425	\$2,089,443

Notes:

1) Bus cost calculation: Operating cost factor of 20.68% added to County portion of miles/hours

= (vehicle service hours * \$40.73) + (vehicle service miles * \$1.52) + 1.2 * \$3704/12 per vehicle/month)

2) 224 Express Bus and East Route - Daily service from 7:00 AM to 9:00 PM (\$40.73/service hour and \$1.52/service mile)

Overhead cost factor of 20.68% added to County portion of total route miles/hours

2A) Adds 1- hour to 14 AM Early Morning Worker Service and 1.5 Hours for Afternoon Canyons/Kimball Trippers- Service Planned to Start November 20, 2009

3) Included in fully allocated benefit based cost allocation model

4) Included in fully allocated benefit based cost allocation model

5) Four buses plus 20% spare ratio = 4.8 buses rounded to nearest whole bus = 5 buses funded for replacement

Forecasting 3% per year inflation factor; 20% local dollars of a 12 yr. vehicle replacement cost = \$94,957 Local dollars is \$7,913 per year per vehicle divided by 12 months per vehicle.

5A) Three buses = 1 - Canyons Transit Bus + 1 - Canyons Transit Bus + 1 - Canyons Circulator Cutaway

Forecasting 3% per year inflation factor to 20% of a 12 yr. vehicle replacement cost for 2 Transit Buses = \$189,914 Local dollars is \$7,913 per vehicle divided by 12 months per vehicle.

Forecasting 3% per year inflation factor to 20% of a 7 yr. vehicle replacement cost for 1 Cutaway Bus = \$14,169 Local dollars is \$2,024 per vehicle divided by 12 months per vehicle.

6) The Canyons Bus Route - Daily seasonal skier service from 7:00 AM to 5:30 PM (\$40.73/service hour and \$1.52/service mile)

Overhead cost factor of 20.68% added to all miles/hours of seasonal service dedicated to The Canyons resort's skier requirements.

7) Canyons Circulator Bus Route - Summer Service from 7:45 AM to 9:55 PM - April 13, 2009

Winter Service (12/17/09 thru 4/17/2010) from 7:00 AM to 10:00 PM (\$ 40.73 / service hour and \$ 1.52 / service mile)

Overhead Cost Factor of 20.68% added to all miles/hours of service dedicated to The Canyons.

PARK CITY MUNICIPAL CORPORATION

Public Works Department - Transit Division Current Vehicle Inventory - December 2008

Exhibit C

Bus #	Model Year	Make	Body Type	Seating	Vin #	W/C Equip.	Current Mileage	License Number	Funding	Grant No.	Local Share Paid By	Notes
621	1998	Jeep	Cherokee	5	1J4FJ68S1WL197519	No	105,424	36667EX	5311		Park City	
601	2002	Jeep	Grand Chero.	5	1J4GW48S12C303715	No	52,421	39956EX	5311	UT-18-X015	Park City	
640	1997	Gillig	Phantom	34	15GCB2010V1088313	Yes	225,733	36651EX	5311		Park City	
641	1997	Gillig	Phantom	34	15GCB2010V1088314	Yes	175,599	36652EX	5311	UT-18-X014	Park City	
645	2000	Ford	Eldorado 4x4	13	1FDWE35F6YHA95909	Yes	118,517	38810EX	5311	UT-18-X016	Park City	
646	2000	Ford	Eldorado 4x4	13	1FDWE35F4YHA95911	Yes	113,563	38811EX	5311	UT-18-X016	Park City	
647	2000	Ford	Eldorado	15	1FDWE35F2YHA95910	Yes	126,405	38819EX	5311	UT-03-0029	Park City	
648	2001	Gillig	Low-Floor	32	15GGB221511072147	Yes	155,697	39664EX	5309	UT-03-0029	Park City	
649	2001	Gillig	Low-Floor	32	15GGB221711072148	Yes	219,310	39665EX	5309	UT-03-0029	Park City	
650	2001	Gillig	Low-Floor	32	15GGB221911072149	Yes	207,023	39666EX	5309	UT-03-0029	Park City	
651	2001	Ford	Eldorado	20	1FDXE45F31HA57277	Yes	92,253	39673EX	5311	UT-03-0029	Park City	
652	2001	Ford	Eldorado	20	1FDXE45F51HA57278	Yes	104,810	39672EX	5311	UT-03-0029	Park City	
653	2002	Gillig	Low-Floor	32	15GGB221421072237	Yes	214,874	39967EX	5311	UT-18-X017	Park City	
654	2002	Gillig	Low-Floor	32	15GGB221621072238	Yes	193,717	39968EX	5311	UT-18-X016	Park City	
655	2002	Gillig	Low-Floor	32	15GGB221821072239	Yes	197,430	39969EX	5311	UT-18-X018	Park City	
656	2002	Gillig	Low-Floor	32	15GGB221421072240	Yes	204,759	39970EX	5311	UT-18-X013	Park City	
657	2004	Gillig	Low-Floor	32	15GGB291941074350	Yes	103,124	39999EX	5311	UT-18-X023	Summit County	
658	2004	Gillig	Low-Floor	32	15GGB291041074351	Yes	192,031	41059EX	5311	UT-18-X021	Park City	
659	2004	Gillig	Low-Floor	32	15GGB291241074352	Yes	178,987	41058EX	5311	UT-18-X022	Summit County	
660	2004	Gillig	Low-Floor	32	15GGB291441074353	Yes	167,861	40000EX	5311	UT-18-X020	Park City	
661	2004	CCC	Trolley	30	4UZAUBV05CN77131	Yes	67,861	41078EX	5309	UT-03-0049	Park City	
662	2005	Gillig	Low-Floor	32	15GGB291051074464	Yes	113,410	41092EX	5309	UT-03-0049	Park City	
663	2005	Gillig	Low-Floor	32	15GGB291251074465	Yes	205,500	41093EX	5309	UT-03-0049	Park City	
664	2005	Gillig	Low-Floor	32	15GGB291451074466	Yes	180,861	41094EX	5309	UT-03-0049	Park City	
665	2005	Gillig	Low-Floor	32	15GGB291651074467	Yes	202,410	41095EX	5309	UT-03-0049	Park City	
667	2006	Gillig	Low-Floor	32	15GGB291161076502	Yes	118,516	41272EX	5309	UT-03-0049	Park City	
668	2006	Gillig	Low-Floor	32	15GGB291361076503	Yes	195,530	41273EX	5309	UT-03-0049	Park City	
669	2006	Gillig	Low-Floor	32	15GGB291561076504	Yes	133,869	41274EX	5309	UT-03-0049	Park City	
670	2006	Gillig	Low-Floor	32	15GGB291761076505	Yes	150,272	41275EX	5309	UT-03-0049	Park City	
671	2006	Gillig	Low-Floor	32	15GGB291961076506	Yes	26,040	41276EX	5309	UT-03-0049	Park City	
672	2006	Gillig	Low-Floor	32	15GGB291061076507	Yes	132,300	41277EX	5309	UT-03-0049	Park City	
673	2006	Gillig	Low-Floor	32	15GGB291261076508	Yes	126,929	41278EX	5309	UT-03-0049	Park City	
674	2008	Gillig	Low-Floor	32	15GGB271281079214	Yes	1,201	203766EX	5311	48396	Park City	
675	2008	Gillig	Low-Floor	32	15GGB271281079215	Yes	1,356	203767EX	5311	58025	Park City	
676	2008	Gillig	Low-Floor	32	15GGB271281079216	Yes	1,521	203768EX	5311	78296	Park City	
677	2008	Gillig	Low-Floor	32	15GGB271281079217	Yes	1,236	203769EX	5311	78263	Park City	
510	2003	Ford	F-450 4X4	3	1FDXF47F63EA32887	No	28,350	39965EX	5311	UT-18-X015	Park City	

**FIRST AMENDMENT TO PARK CITY MUNICIPAL CORPORATION AND SUMMIT
COUNTY INTERLOCAL TRANSPORTATION AGREEMENT**

THIS AGREEMENT ("AGREEMENT") is made and entered into this 15th day of DECEMBER, 2009, by and between the Park City Municipal Corporation (hereafter "the CITY") and the COUNTY of Summit (hereafter "COUNTY"), bodies corporate and politic of the state of Utah.

WHEREAS, the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Ann. 1953, as amended, authorizes public agencies to enter into AGREEMENT with one another for joint or cooperative action; and

WHEREAS, the COUNTY and the CITY are public agencies desiring to provide quality and efficient transit services for residents within their respective jurisdictions, and

WHEREAS, the COUNTY has established the SNYDERVILLE BASIN TRANSIT DISTRICT to provide partial funding for operational and capital expenses associated with public transit services in the Snyderville Basin area (Identified in Exhibit E); and

WHEREAS, the CITY has the management and technical personnel and the necessary expertise and assets useful for the support of the COUNTY'S transportation project; and

WHEREAS, the COUNTY desires to obtain such services from the CITY; and

WHEREAS, the CITY is desirous of providing such services; and

WHEREAS, it is in the best interests of both parties to provide efficient delivery of transportation services; and

WHEREAS, the CITY is implementing the construction of its Expanded Ironhorse Transit Facility; and

WHEREAS, the County desires to use a portion of the Expanded Ironhorse Facility according to the terms of this First Amended Agreement;

NOW THEREFORE, in consideration of the foregoing recitals, and the consideration and covenants hereinafter agreed to, the parties commit themselves to the following contractual terms:

INCORPORATED DOCUMENTS: In addition to the terms and conditions of the AGREEMENT, the parties agree that the following documents are hereby incorporated by reference herein and are as fully a part of this AGREEMENT:

1. The Cost Worksheet and Monthly Payment Schedule attached as Exhibits "A" and "B" and hereinafter referred to as "Cost Worksheet" and "Monthly Payment Schedule".

2. The Equipment Inventory attached as Exhibit "C" and hereinafter referred to as "Equipment Inventory".

The parties further agree that the precedence of the documents in descending order shall be as follows:

- a. This AGREEMENT
- b. The Cost Worksheet, Monthly Payment Schedule, and Equipment Inventory
- c. Summit County Park City Short Range Transit Development Plan – Prepared by LSC – November, 2007.

1. SERVICES:

- 1.1. Purpose: The COUNTY hereby contracts with the CITY to provide transportation management and operations services upon the terms and conditions hereinafter set forth.
- 1.2. Scope of Work: To provide Management and Staff for the operations of the COUNTY service including: management, accounting, operation, as further detailed in this AGREEMENT.
- 1.3. Joint Transit Advisory Board: The CITY and COUNTY have established a Joint Transit Advisory Board which will make recommendations to both the CITY and COUNTY regarding service rate fees, scheduling, routes, level of service, look of buses and strategies for supplementing service as well as further regionalization. The Joint Transit Advisory Board shall be comprised of one County Councilor, one City Council representative, Summit County Public Works Administrator and Park City Deputy Public Works Director. Park City Transit staff will provide technical support to the Joint Transit Advisory Board as required. At a minimum, the Joint Transit Advisory Board shall meet:
 1. in February of each year to prepare an updated transit plan for inclusion in the Statewide Transportation Improvement Plan (STIP)
 2. in August of each year to review this agreement, the service rate fees and develop a draft budget and service plan for the next calendar year.

2. TERM AND TERMINATION

- 2.1. Contract Term: The term of this AGREEMENT shall be from January 1, 2010 through December 31, 2010 and shall automatically renew for successive one (1) year terms, until such time as either party serves written notice of termination. Such termination notice may only be given on or before August 30th each year. In no circumstances shall this AGREEMENT exceed fifty (50) years in duration.
- 2.2. Review Process: The CITY and COUNTY shall annually review their transportation services and shall cooperate in resolving issues as they arise in a manner that is mutually beneficial and satisfactory to CITY and COUNTY. The COUNTY will determine what routes and services are

provided outside Park City Municipal limits if paid for by the COUNTY. The CITY will determine what routes and services are provided inside Park City Municipal limits if paid for by the CITY. In the event that any modification to this AGREEMENT is required in light of these annual reviews, the parties may enter into amendments, addenda or other written manifestation of any modifications to the AGREEMENT, which modifications must be in writing and signed by both the CITY and the COUNTY.

2.3 Disposition of Property Upon Termination of Agreement: Upon complete or partial termination of this agreement equipment identified in the Equipment Inventory , attached to this AGREEMENT as Exhibit “B”, will be disposed of as follows:

1. Equipment funded in whole or in part with United States Federal Transit Administration 5309 or 5311 funds will be disposed of in accordance with all requirements set forth in the current United States of America, Department of Transportation, and Federal Transit Administration, Master Agreement, hereinafter referred to as the Master Agreement. The agency which provided local matching funds for the purchase of each piece of equipment identified in the Equipment Inventory will , subject to provisions of the Master Agreement:
 - a. determine disposition of that piece of equipment: and
 - b. assume financial responsibility for any remaining federal interest in that piece of equipment.
2. Equipment paid for with local funds will remain the property of the agency which provided the local funds for the purchase of that equipment.

3. COMPENSATION AND PAYMENT

- 3.1 Maximum Obligation: The COUNTY agrees to pay for COUNTY’S services as described herein as Exhibit A and Exhibit B. The maximum price to be paid by the COUNTY to the CITY each contract year shall not exceed the sums set forth in the Cost Worksheet, attached to this AGREEMENT as Exhibit “B” and reviewed annually except as such Maximum Obligation may be increased upon mutual written AGREEMENT because of an increase in number of Vehicle Service Hours or Vehicle Service Miles, or other material change in the project, above those set forth in Exhibit “B”. The timing of payments shall be in accordance with Exhibit “B”. Any increase in the Maximum Obligation shall require approval by the applicable governmental funding agencies.
- 3.2 Price Formula: The COUNTY agrees to pay for performance of the services set forth in the AGREEMENT in accordance with Exhibit “A”.
- 3.3 Equipment and Facilities: The CITY will administer the purchase of equipment and federal or state grants relating to regional transit services. Any federal or state bus allocations in the name of the COUNTY shall be

transferred to the CITY. All equipment purchased with Federal Transit Administration 5309 and 5311 funds on behalf of the COUNTY shall be recorded in the Equipment Inventory and shall serve as formal record of the County's interest in this equipment. The COUNTY shall pay the local match for any/all such purchases. The COUNTY and CITY will make best efforts to jointly secure future sites and funding for the park and ride facilities, bus maintenance and other capital facilities needed to facilitate the regional transportation system.

- 3.4 Change. In the event the COUNTY requests changes in the Scope of Work which, during any contract year, comprise a cumulative total of less than fifteen percent (15%) above or below that specified in the Cost Worksheet, compensations shall be adjusted according to the Pricing Formula set forth in Paragraph 3.2, Price Formula, and the Maximum Obligation stated in Paragraph 3.1 shall be adjusted accordingly. Changes in the Scope of Work which, during a contract year, comprise a cumulative total in excess of fifteen percent (15%) above or below that specified in the Cost Worksheet shall result in adjustment of the rates specified in Paragraph 3.2, Price Formula herein to reflect the effect on those rates caused by the requested change. The COUNTY shall issue written Change Orders to the CITY detailing all requested changes in scope. Change orders shall either specify a cost limit or shall be subject to subsequent negotiations and shall require the CITY'S acceptance to become effective.
- 3.5 Audit: Upon reasonable request, CITY shall permit the authorized representative of the COUNTY, the U.S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all data and records of the CITY relating to performance under this AGREEMENT.
- 3.6 Expanded Ironhorse Transit Facility. The COUNTY acknowledges that the CITY is undertaking the expansion of the CITY'S existing transit facility located at 1053 Ironhorse Drive in Park City.
 - 3.6.1 City shall , subject to capacity of the Expanded Ironhorse Transit Facility, allow Summit County to use bus storage and maintenance bays for transit buses utilized to provide services under this agreement.
 - 3.6.2 Payment for Use. COUNTY will pay monthly for the twenty (20) year term the payment set forth in Exhibit D to this First Amended Agreement.
 - 3.6.3 Use of Expanded Ironhorse Facility. COUNTY'S use of the Expanded Ironhorse Transit Facility shall be solely for the storage and maintenance of transit buses utilized to provide service under this agreement.
 - 3.6.4 Change in Use. Any modification to the Expanded Ironhorse Transit Facility shall be at CITY's expense and shall not impact COUNTY'S use of that facility.

4. INSURANCE

- 4.1 Comprehensive General Liability Insurance: Throughout the term of this AGREEMENT, the CITY shall procure and maintain a Comprehensive General Liability Policy providing \$2,000,000 (TWO MILLION DOLLARS) each occurrence and \$4,000,000 general aggregate Bodily Injury and Property Damage. Said coverage may be provided through one or more policies and shall include coverage for premises, personal injury and blanket contractual, but shall not include coverage for vehicle liability and/or vehicle physical damage insurance. Such vehicle insurance shall be provided as specified in Paragraph 4.3 of the AGREEMENT, vehicle insurance. Such policies shall provide that they may not be cancelled without at least sixty (60) days prior written notice to the COUNTY.
- 4.2 Throughout the term of this AGREEMENT, the County shall procure and maintain a Comprehensive General Liability Policy providing \$2,000,000 (TWO MILLION DOLLARS) each occurrence and \$4,000,000 general aggregate Bodily Injury and Property Damage for County owned and maintained transit centers, bus stops, shelters, rest rooms and other passenger amenities. Said coverage may be provided through one or more policies and shall include coverage for premises, personal injury and blanket contractual, but shall not include coverage for vehicle liability and/or vehicle physical damage insurance. Such policies shall provide that they may not be cancelled without at least sixty (60) days prior written notice to the CITY.
- 4.3 Vehicle Insurance:
1. Throughout the terms of this AGREEMENT the CITY shall provide vehicle liability insurance in the amount of \$2,000,000 (TWO MILLION DOLLARS) each occurrence and \$4,000,000 general aggregate Bodily Injury and Property Damage. Coverage may be provided through one or more policies and shall include: Collision and Comprehensive physical damage coverage with a \$10,000 (TEN THOUSAND DOLLAR) deductible Uninsured Motorist (UM) and Personal Injury Protection (PIP) with coverage limits as required by law. The CITY shall name the COUNTY as additional insured and shall furnish the COUNTY with evidence of insurance. Such policy or policies shall provide that they may not be cancelled without at least sixty (60) days prior written notice to the COUNTY.
 2. In case of damage or destruction of any vehicle or vehicles provided by the COUNTY under the terms of this AGREEMENT, the COUNTY agrees that liability for the CITY for said damage or destruction shall be limited to the appraised fair market value of the vehicle(s) at the time of the loss.

3. In the event that addition, deletion, or acquisition of new vehicles results in changes in the vehicle fleet, the compensation paid to the CITY for the purpose of maintaining insurance coverage on said vehicles shall be subject to immediate renegotiations (up or down) to equitably adjust the documented actual premium cost under the insurance policy then in effect.

5. RESPONSIBILITIES OF THE CITY

5.1 MANAGEMENT: During the term of this AGREEMENT, the CITY shall provide sufficient executive and administrative personnel as shall be necessary and required to perform its duties and obligations under the terms hereof. The Summit County - Park City Short Range Transit Development Plan should be used as a basis when making management decisions.

5.2 Medical Assistance to Passengers: In the event of injury or illness on board a vehicle, the driver shall advise the dispatcher and request directions or follow established City policy.

5.3 Uniform: CITY shall require its employees to wear uniforms for the COUNTY service consistent with the CITY'S uniform policy.

5.4 Emergency Procedures: In the event of a major emergency such as an earthquake, dam failure, fire or man-made catastrophe, CITY shall be entitled to make transportation and communication resources available to a degree possible for emergency assistance. If the normal line of direct authority from the COUNTY is intact, the CITY shall follow the instructions of authorized COUNTY officials. If the normal line of direct authority is broken, and for the period while it is broken, the CITY shall make best use of transportation resources following to the degree possible, under the direction of, but not limited to, the Incident Commander, the Incident Liaison, the City Emergency Operations Center (EOC) or other responsible entity. Emergency use of transportation may include evacuation, transportation of injured, temporary shelter during inclement weather and movement of people to food and/or shelter. CITY shall be reimbursed in accordance with the normal "Price Formula" identified on Exhibit "A" or if the normal method does not cover the types of emergency services involved, then on the basis of fair, equitable and prompt reimbursement of City's actual costs. Reimbursement for such major emergency services shall be over and above "Maximum Obligation" specified in Paragraph 3.1 of this AGREEMENT. As soon as practicable after the emergency condition ceases, CITY shall reinstitute normal transportation services.

5.5 Reporting: On monthly basis, the CITY shall prepare and forward to the COUNTY a performance monitoring report, providing at a minimum the following information:

1. Total ridership over the period, by route
2. Vehicle service-hours and service-miles provided
3. Percent on-time performance
4. Number/percent of missed trips
5. Number of missed passenger
6. Management and marketing activities conducted

7. Financial summary, including budget versus actual expenditures
8. Performance Indicators
9. Any press coverage or articles regarding the transit service

5.6 Financial Assistance: The City shall be responsible for receiving and distributing Federal and State transit financial assistance awarded to the City/County using the following distribution methodology:

Capital Assistance: funds will be distributed to the projects identified in the associated capital assistance grant application and included in the approved Utah Statewide Transit Improvement Plan (STIP) prepared by the Joint Transit Advisory Board and submitted annually to the Utah Department of Transportation (UDOT).

Operating Assistance: funds will be distributed to the County and City using a ratio of each entity's award year budget as a percentage of the entity's combined budgets (e.g., County Transit Budget/(City Transit Budget + County Transit Budget)).

6. AUTHORIZATION

6.1 Control: The CITY shall render all services under this AGREEMENT in a manner consistent with the policies of the COUNTY and the Joint Transit Advisory Board. Modification of existing policies or adoption of new policies during the term of this AGREEMENT which affect the CITY'S performance of services shall be treated as "Changes" pursuant to Paragraph 3.4 herein.

6.2 The COUNTY shall not interfere with the management of the CITY'S normal internal business affairs and shall not attempt to directly discipline or terminate the CITY'S employees. The COUNTY will advise the CITY of its inadequate performance which has a negative effect on the service being provided and the CITY shall take prompt action to remedy the situation.

6.3 Communications: all notices to be given by parties to this AGREEMENT shall be in writing and served by depositing the same in the United States mail, postage prepaid, registered or certified mail

6.4 Notices to the CITY shall be addressed to:

Park City Municipal Corporation
Attn: Kent Cashel
P.O. Box 1480
Park City, UT 84060

6.5 Notice to the COUNTY shall be addressed to

Summit County
Attn: Kevin Callahan
P.O. Box 128
Coalville, UT 84017

6.6 Either the CITY or the COUNTY may change its officer or address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

7. UNANTICIPATED EVENTS

7.1 Force Majeure: Neither party shall be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of such party. Such events may include, but are not restricted to, the following: Acts of God; fire; epidemics; earthquake; floods or other natural disaster; acts of the state or federal government; riots; strikes, war or civil disorder; unavailability of fuel.

7.2 Major Costs Impact: The AGREEMENT shall be subject to timely renegotiation in scope in the event that:

1. The inflation rate, as measured by the Consumer Price Index for all Urban Consumers (CPI-U), exceeds a rate of ten percent (10%) in any 12-month period during the term hereof;
2. Travel and/or insurance costs increase to a level ten percent (10%) greater than the industry prevailing rates in effect as of the date of this AGREEMENT.
3. Diesel fuel price per gallon paid by the City increases to a level ten percent (10%) greater than the per gallon price the City paid to its fuel supplier on July 1st of the current City fiscal year.
4. Mandated minimum wage applicable to project employees is raised to a level above the wages then being paid to those employees; or
5. National health care program mandates medical coverage for all employees.

In the event that one or more of the conditions occur, the parties shall, in a timely manner, meet to negotiate a mutually acceptable adjustment to the rates of compensation specified in Paragraph 3.2, Price Formula and Maximum Obligations specified in Paragraph 3.1 and/or modifications of the services to be provided pursuant to the Scope of Work. If the parties are unable to reach a mutually-acceptable resolution, either party may exercise their rights of termination pursuant to Paragraph 2.1

7.3 Shortages and Delays: In the event that the COUNTY fails to provide or delays providing items as herein provided in the number, size and/or condition required, then the CITY shall not be responsible for any delays or resulting decline in the quality of service

8. GENERAL TERMS AND CONDITIONS

8.1 Civil Rights Requirements: CITY shall comply with all applicable federal, state, and local laws, rules, and regulations with regard to discrimination in

employment because of age, race, religion, color, sex, physical or mental disability, marital status or national origin.

- 8.2 Disadvantaged Business Enterprise: In connection with the performance of this AGREEMENT, the CITY shall cooperate with the COUNTY in meeting its commitments and goals for DBE participation.
- 8.3 Lobbying: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this AGREEMENT or to any benefit arising there from.
- 8.4 Complete AGREEMENT. This AGREEMENT contains the entire AGREEMENT of the parties and there are no other promises or conditions in any other AGREEMENTS whether oral or written. The invalidity in whole or in part of any provisions of this AGREEMENT shall not affect the validity of other provisions.
- 8.5 Severability: In the event that any one or more of the phrases, sentences, clauses, paragraphs or sections contained in the AGREEMENT shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of the AGREEMENT which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders the AGREEMENT meaningless.
- 8.6 Modification: the covenants and conditions contained in this AGREEMENT fully express all understandings of the parties concerning all matters covered and shall constitute the total AGREEMENT. Except as may otherwise be provided herein, no addition to or alteration of, the terms of this AGREEMENT, whether by written or verbal understanding of the parties, their officer, agents or employees, shall be valid unless made in the form of a written amendment to this AGREEMENT, which is formally approved and executed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by and through their respective officer duly authorized on the date written below their signatures:

SUMMIT COUNTY
MANAGER

By

Date 12-9-09

PARK CITY MUNICIPAL CORPORATION

By

Date 12/15/09

ATTEST:

Karen Callahan

Approved as to form:

Dan Z. Thomas

Date 12/21/2009

ATTEST:

[Signature]

Dep City Attorney

Date 12/14/09

Exhibit A

Item	Total Actual Cost during FY 2008-2009				
	Total	Service Hrs	Service	Vehicle	Operating
Driver's Salaries & Benefits	\$2,498,843	\$2,498,843			
Supervisor's Salaries & Benefits	\$328,795	\$328,795			
Manager's Salaries	\$239,188				\$239,188
Admin. Charge (Gen. Fund)	\$484,730				\$484,730
Subscriptions	\$1,053				\$1,053
Memberships	\$6,723				\$6,723
Public Notices	\$2,533				\$2,533
Meetings, Conf., Travel	\$20,083				\$20,083
Recruitment/Training	\$19,159				\$19,159
Department Supplies	\$60,180				\$60,180
Office Supplies	\$2,412				\$2,412
Postage	\$877				\$877
Uniforms	\$35,053	\$35,053			
Building Maintenance	\$30,522				\$30,522
Printing	\$23,312				\$23,312
Photocopying	\$81				\$81
Electricity	\$12,578				\$12,578
Natural Gas	\$0				\$0
Telephone	\$1,789				\$1,789
Cellular Phone	\$5,810				\$5,810
Computer	\$0				\$0
Professional Services	\$4,708				\$4,708
Consulting Services	\$124,805				\$124,805
Vehicles and Equipment	\$9,349				\$9,349
Street Signs	\$5,072				\$5,072
Vehicle - Fuel	\$600,000		\$600,000		
Vehicle - Parts and Main. & Washing	\$677,000		\$677,000		
Vehicle Insurance	\$100,000			\$100,000	
Total Expenditures	\$5,294,653	\$2,862,691	\$1,277,000	\$100,000	\$1,054,963
Unit Quantities		66,916	1,033,806	34	E/(B+C+D)
Cost Per Unit		\$42.78	\$1.24	\$2,941.18	24.88%

11/30/2009

4:53 PM

PARK CITY - SUMMIT COUNTY TRANSIT
Billing Schedule for 2010 Summit County Bus Service

Fully Allocated Benefit Based Cost Allocation Model

Service	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	Total
Kimball Junction Service													
Bus 1: for 30 min Kim & West (1)	\$31,474	\$28,464	\$31,474	\$26,310	\$24,685	\$23,901	\$24,685	\$24,685	\$23,901	\$24,685	\$23,901	\$29,316	\$317,481
Bus 2: for 30 min Kim & West (1)	\$31,474	\$28,464	\$31,474	\$26,310	\$24,685	\$23,901	\$24,685	\$24,685	\$23,901	\$24,685	\$23,901	\$29,316	\$317,481
Bus 3: for 30 min Kim & West (1)	\$31,474	\$28,464	\$31,474	\$26,310	\$24,685	\$23,901	\$24,685	\$24,685	\$23,901	\$24,685	\$23,901	\$29,316	\$317,481
Bus 4: for Hourly Express & East (2)	\$35,992	\$32,545	\$35,992	\$33,228	\$33,357	\$32,293	\$33,357	\$33,357	\$32,293	\$33,357	\$32,293	\$34,577	\$402,640
Early Morning Helper Service (2A)	\$1,747	\$1,614	\$991	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,035	\$5,387
Expanded ADA Service (3)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Marketing (4)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Vehicle Replacement Fund (5)	\$3,355	\$3,355	\$3,355	\$3,355	\$3,355	\$3,355	\$3,355	\$3,355	\$3,355	\$3,355	\$3,355	\$3,355	\$40,265
Total - Kimball Service	\$135,518	\$122,906	\$134,761	\$115,513	\$110,768	\$107,350	\$110,768	\$110,768	\$107,350	\$110,768	\$107,350	\$126,917	\$1,400,736
The Canyons Bus Service													
Bus 5 (6)	\$24,643	\$22,294	\$24,643	\$8,981	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19,821	\$100,382
Bus 6 (6)	\$24,643	\$22,294	\$24,643	\$8,981	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19,821	\$100,382
Canyons Circulator (7)	\$35,275	\$31,897	\$35,275	\$33,965	\$34,974	\$33,858	\$34,974	\$34,974	\$33,858	\$34,974	\$33,858	\$35,277	\$413,162
Annual Vehicle Replacement Fund (5A)	\$1,699	\$1,699	\$1,699	\$1,699	\$1,699	\$1,699	\$1,699	\$1,699	\$1,699	\$1,699	\$1,699	\$1,699	\$20,393
Total - Canyons Service	\$86,260	\$78,184	\$86,260	\$53,627	\$36,674	\$35,557	\$36,674	\$36,674	\$35,557	\$36,674	\$35,557	\$76,619	\$634,319
Total - Kimball & Canyons Service	\$221,778	\$201,090	\$221,022	\$169,139	\$147,442	\$142,908	\$147,442	\$147,442	\$142,908	\$147,442	\$142,908	\$203,536	\$2,035,055

Notes: See Addendum One - Exhibit A for Cost per Service Hour / Mile and Overhead Cost Calculations

- 1) 224 Local Bus and West Route (\$42.78/service hour and \$1.24/service mile) Based on County Portion of Service Hours / Miles
Overhead cost factor of 24.88% added to County portion of total route miles/hours
- 2) 224 Express Bus and East Route (\$42.78/service hour and \$1.24/service mile) Based on County Portion of Service Hours / Miles
Overhead cost factor of 24.88% added to County portion of total route miles/hours
- 2A) Adds 0.42 Service Hours and 14.4 Service Miles daily to the 6 AM Schedule to accommodate Winter Season Early Morning Worker Service Loads
- 3) Included in fully allocated benefit based cost allocation model
- 4) Included in fully allocated benefit based cost allocation model
- 5) Four buses plus 20% spare ratio = 4.8 buses rounded to nearest whole bus = 5 buses funded for replacement
Forecasting 3% per year inflation factor to 20% local dollars of a 12 yr. vehicle replacement cost = \$96,637. Local dollars is \$8,053 per year per vehicle divided by 12 months per vehicle
- 5A) Three buses = 2 - Canyons Transit Buses + 1 Canyons Circulator Cutaway
Forecasting 3% per year inflation factor to 20% local dollars of a 12 yr. vehicle replacement cost = \$96,637. Local dollars is \$8,053 per year per vehicle divided by 12 months per vehicle
Forecasting 3% per year inflation factor to 20% local dollars of a 10 yr. vehicle replacement cost for 1 Cutaway Bus = \$47,8746. Local dollars is \$4,278 per year divided by 12 months.
- 6) The Canyons Bus Route - Daily seasonal skier service from 7:00 AM to 5:30 PM (\$42.78/service hour and \$1.24/service mile) Based on Total Service Hours / Miles
Overhead cost factor of 24.88% added to all miles/hours of seasonal service dedicated to The Canyons resort's skier requirements.
- 7) Canyons Circulator Bus Route -
Summer Service operates from 7:45 AM to 9:55 PM
Winter Service operates from 7:00 AM to 11:00 PM (\$42.78/service hour and \$1.24/service mile) Based on Total Service Hours / Mile
Overhead cost factor of 24.88% added to all miles/hours of service dedicated to The Canyons.

PARK CITY MUNICIPAL CORPORATION

Public Works Department - Transit Division Current Vehicle Inventory - December 2009

Exhibit C

Bus #	Model Year	Make	Body Type	Seating	Vin #	W/C Equip.	Current Mileage	License Number	Funding	Grant No.	Local Share Paid By	Notes
601	2002	Jeep	Grand Chero.	5	1J4GW48S12C303715	No	65,525	39956EX	5311	UT-18-X015	Park City	
602	2009	Chev	Colorado	5	1GCDT13E998133361	No	10,788	204276EX	53111		Park City	
603	2009	Chev	Equinox	5	2CNDL23F696234874	No	5,780	204354EX	5311		Park City	
604	2009	Chev	Malibu	5	10D98215964	No	5,921	204353EX	5311		Park City	
640	1997	Gillig	Phantom	34	15GCB2010V1088313	Yes	235,106	36651EX	5311		Park City	
641	1997	Gillig	Phantom	34	15GCB2010V1088314	Yes	184,189	36652EX	5311	UT-18-X014	Park City	
645	2000	Ford	Eldorado 4x4	13	1FDWE35F6YHA95909	Yes	164,924	38810EX	5311	UT-18-X016	Park City	
646	2000	Ford	Eldorado 4x4	13	1FDWE35F4YHA95911	Yes	166,776	38811EX	5311	UT-18-X016	Park City	
647	2000	Ford	Eldorado	15	1FDWE35F2YHA95910	Yes	145,315	38819EX	5311	UT-03-0029	Park City	
648	2001	Gillig	Low-Floor	32	15GGB221511072147	Yes	270,940	39664EX	5309	UT-03-0029	Park City	
649	2001	Gillig	Low-Floor	32	15GGB221711072148	Yes	219,310	39665EX	5309	UT-03-0029	Park City	
650	2001	Gillig	Low-Floor	32	15GGB221911072149	Yes	207,023	39666EX	5309	UT-03-0029	Park City	
651	2001	Ford	Eldorado	20	1FDXE45F31HA57277	Yes	139,998	39673EX	5311	UT-03-0029	Park City	
652	2001	Ford	Eldorado	20	1FDXE45F51HA57278	Yes	129,783	39672EX	5311	UT-03-0029	Park City	
653	2002	Gillig	Low-Floor	32	15GGB221421072237	Yes	214,874	39967EX	5311	UT-18-X017	Park City	
654	2002	Gillig	Low-Floor	32	15GGB221621072238	Yes	193,717	39968EX	5311	UT-18-X016	Park City	
655	2002	Gillig	Low-Floor	32	15GGB221821072239	Yes	197,430	39969EX	5311	UT-18-X018	Park City	
656	2002	Gillig	Low-Floor	32	15GGB221421072240	Yes	204,759	39970EX	5311	UT-18-X013	Park City	
657	2004	Gillig	Low-Floor	32	15GGB291941074350	Yes	135,160	39999EX	5311	UT-18-X023	Summit County	
658	2004	Gillig	Low-Floor	32	15GGB291041074351	Yes	224,127	41059EX	5311	UT-18-X021	Park City	
659	2004	Gillig	Low-Floor	32	15GGB291241074352	Yes	225,534	41058EX	5311	UT-18-X022	Summit County	
660	2004	Gillig	Low-Floor	32	15GGB291441074353	Yes	167,861	40000EX	5311	UT-18-X020	Park City	
661	2004	CCC	Trolley	30	4UZAUBV05CN77131	Yes	161,914	41078EX	5309	UT-03-0049	Park City	
662	2005	Gillig	Low-Floor	32	15GGB291051074464	Yes	161,958	41092EX	5309	UT-03-0049	Park City	
663	2005	Gillig	Low-Floor	32	15GGB291251074465	Yes	223,028	41093EX	5309	UT-03-0049	Park City	
664	2005	Gillig	Low-Floor	32	15GGB291451074466	Yes	180,861	41094EX	5309	UT-03-0049	Park City	
665	2005	Gillig	Low-Floor	32	15GGB291651074467	Yes	242,948	41095EX	5309	UT-03-0049	Park City	
667	2006	Gillig	Low-Floor	32	15GGB291161076502	Yes	161,914	41272EX	5309	UT-03-0049	Park City	
668	2006	Gillig	Low-Floor	32	15GGB291361076503	Yes	183,468	41273EX	5309	UT-03-0049	Park City	
669	2006	Gillig	Low-Floor	32	15GGB291561076504	Yes	185,553	41274EX	5309	UT-03-0049	Park City	
670	2006	Gillig	Low-Floor	32	15GGB291761076505	Yes	190,925	41275EX	5309	UT-03-0049	Park City	
671	2006	Gillig	Low-Floor	32	15GGB291961076506	Yes	78,082	41276EX	5309	UT-03-0049	Park City	
672	2006	Gillig	Low-Floor	32	15GGB291061076507	Yes	180,015	41277EX	5309	UT-03-0049	Park City	
673	2006	Gillig	Low-Floor	32	15GGB291261076508	Yes	174,259	41278EX	5309	UT-03-0049	Park City	
674	2008	Gillig	Low-Floor	32	15GGB271281079214	Yes	43,488	203766EX	5311	48396	Park City	
675	2008	Gillig	Low-Floor	32	15GGB271281079215	Yes	33,759	203767EX	5311	58025	Park City	
676	2008	Gillig	Low-Floor	32	15GGB271281079216	Yes	31,357	203768EX	5311	78296	Park City	
677	2008	Gillig	Low-Floor	32	15GGB271281079217	Yes	59,839	203769EX	5311	78263	Park City	
510	2003	Ford	F-450 4X4	3	1FDXF47F63EA32887	No	37,388	39965EX	5311	UT-18-X015	Park City	

Exhibit D

Facility Costs		
Facility Design and Engineering Cost	\$	1,100,000
Facility Construction Cost	\$	8,900,000
	\$	10,000,000
ARRA Funding	\$	(3,000,000)
Remainder	\$	7,000,000
Federal Share	\$	5,600,000
Local Share (20% of remainder)	\$	1,400,000

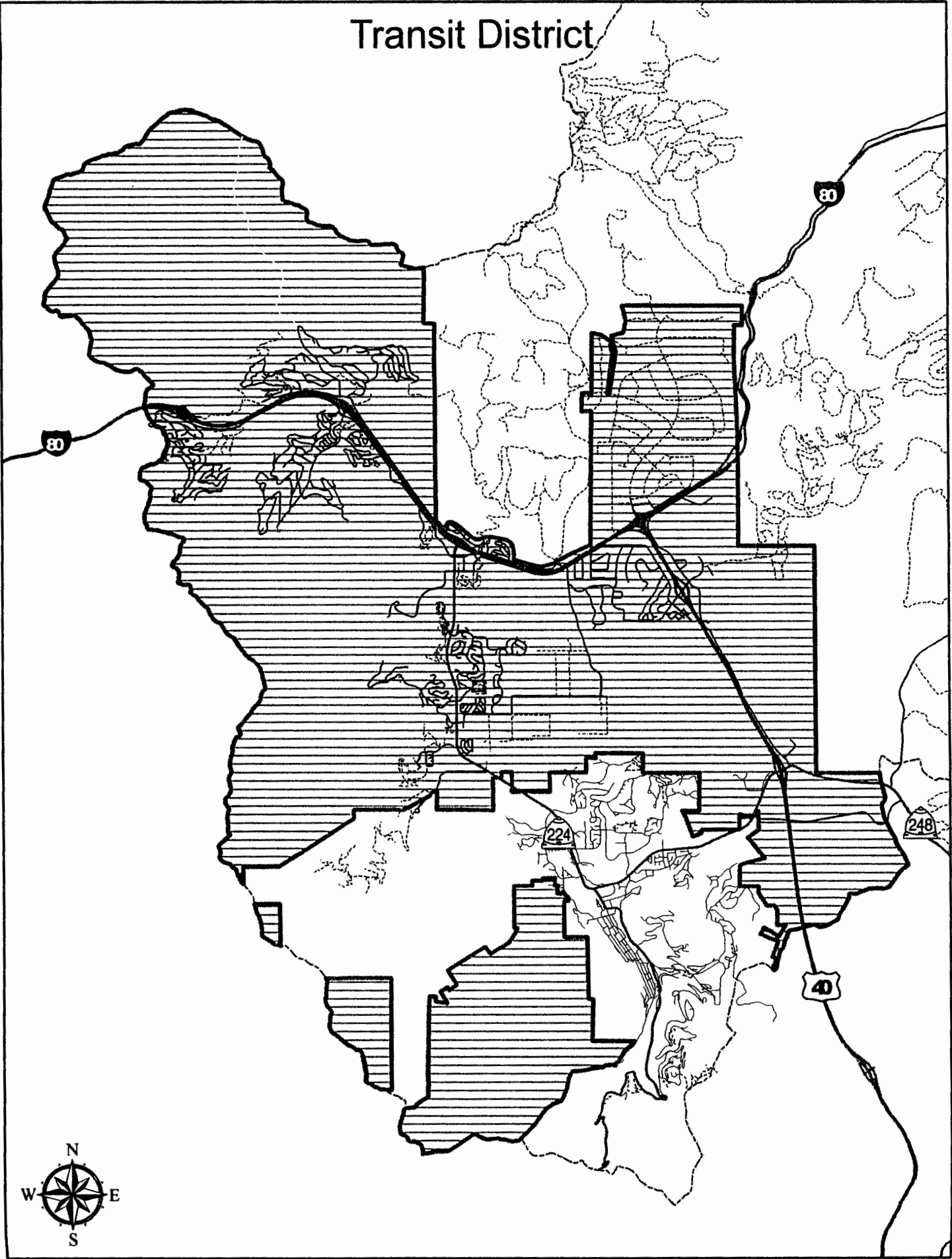
Facility Payment		
Annual Interest Rate		0.0093
Monthly Interest Rate		0.000775
Monthly Periods		240
Annual Payments		20
County Present Value	\$	329,412
Future Value		0
Payment		1
Lump Sum		(\$329,412)
Monthly Payment		(\$1,503.46)
Annual Payment		(\$17,958.36)

Capital Renewal		
Replacement Cost	\$	9,000,000
Annual Capital Renewal as % of		
Replacement Cost		2%
Total Annual Capital Renewal	\$	180,000
County Annual Payment	\$	42,353
County Monthly Payment	\$	3,529

Fleet Breakdown		
Canyons Ski Service		2
Canyons Gondola		1
Kimball Shuttle		4
ADA		0
Spare Bus		1
County Fleet		8
City Buses		22
City Trolley		1
City 25' Cutaways		2
City ADA		1
City Fleet		26
Combined Fleet		34
		Fleet %
County Buses	8	24%
City Buses	26	76%
	34	

Lump Sum Payment	(\$329,412)	Annual or Monthly Capital Renewal Still Applies Throughout Term of Lease
Annual Lease Payment	(\$60,311.31)	
Monthly Lease Payment	(\$5,032.87)	

Fleet Percentage and Capital Renewal fund recalibrated with each SRTDP
Interest Rate using August Utah State Treasurer PTIF Pool Rate, rate adjusted each august
Does not reflect any finance costs that may be required if grant fund timing requires bridge financing
Capital Renewal fund will not be utilized for general facility maintenance only for the replacement of facility systems and subsystems to maintain or extend the facility's useful life.
The City shall maintain ongoing accounting record of the capital renewal fund sufficient to describe and document revenues, expenditures and fund balance.





Summit County Council
Transit Visioning Session
December 10, 2019

Agenda and Discussion Guide

- I. (10 minutes): Discussion of Park City's Bonanza Arts & Culture District
- II. (1 hour): Facilitated Discussion with County staff (see below)
- III. (20 minutes): Wrap up – Individual Council members provide staff with take-away comments and/or highlight any ideas not addressed within the facilitated discussion

Discussion Guide: Please be prepared to discuss the questions below

Think about all questions in the context of where we are **today** and where we will be **in 20 years**.

1. What role does transit play in our community?

2. Is transit an **essential service** in our community? Or is just nice to have?

3. What is more important for our transit system: more frequency in less areas or more service areas with less frequent service? Why? Choose one answer *only*.



4. Identify our community's key destinations and place them into general categories (ex: service, healthcare, major employer, retail, etc.)

5. Who should transit serve in our community? In other words, what is our target market?

6. What are the unmet transit needs within our community?

7. What do you like about the current transit system?

8. Who are our most important transit partners? Do our current partners' (perceived) goals and objectives align with ours? How do divergent goals and objectives impact our needs? Will this change over the immediate- or long-term? Does your opinion change when viewed through the lens of impending development?



9. What is your current level of trust with our transit operator and do you feel valued? Please take the assessment at:

<https://fhwaapps.fhwa.dot.gov/planworks/Assessment/PartnerCollaboration>

10. Does the current system make meaningful gains toward the Council's Strategic Effects? Conversely, would greater control over the transit system increase the likelihood of achieving those goals? (Also consider equity, which is a common theme among all Strategic Effects.)

11. What are some external factors like growth in Wasatch County, MIDA plans, and east county and Basin-area growth possibilities that will affect origins, destinations, and governance of the transit system?

12. Without direct control over the transit system, can we truly integrate transit, land uses, and development?

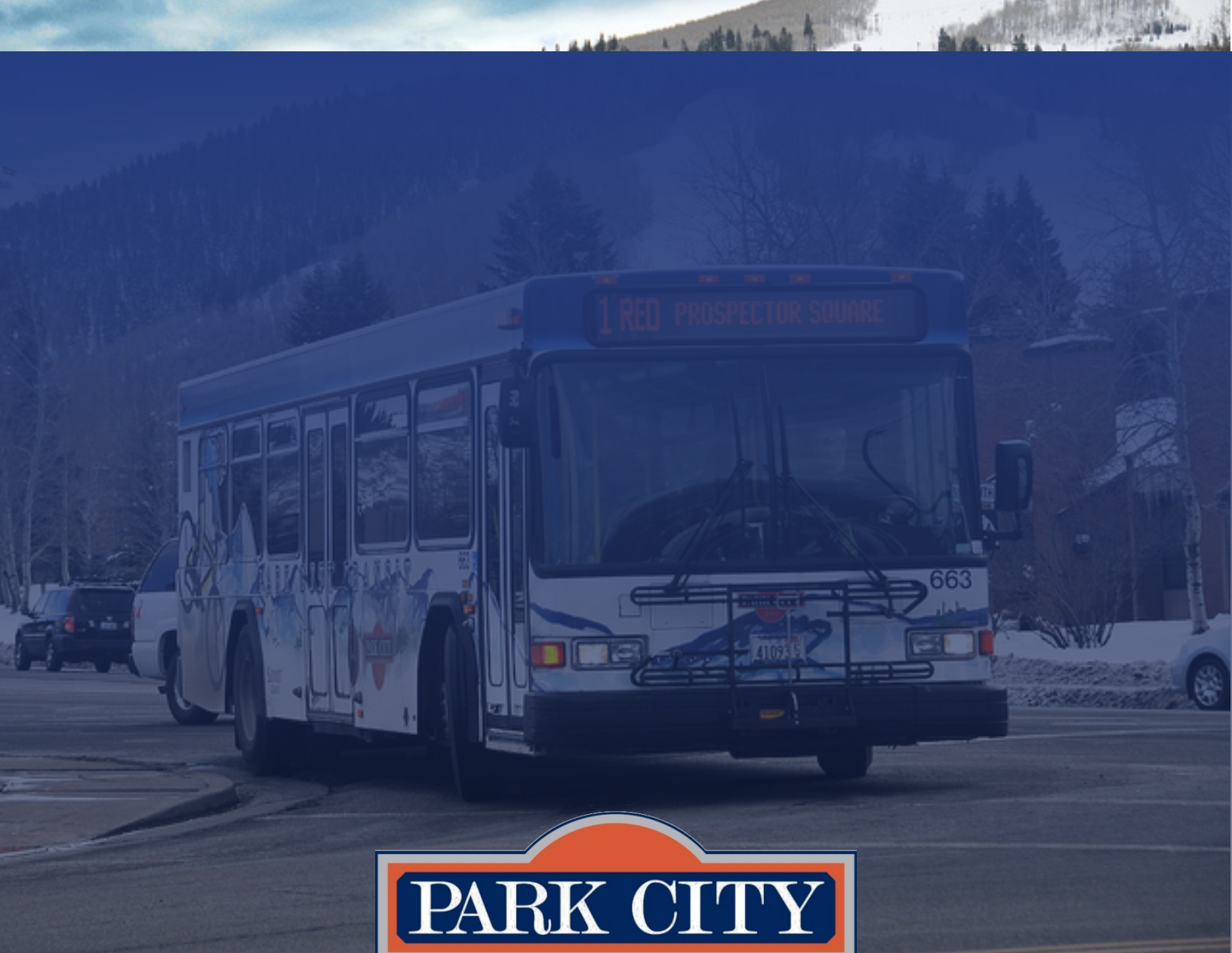
13. Define "regional transit" and list the pros and cons



14. "Experience" is part of the challenge to increasing ridership. Identify perceived barriers (physical and psychological) to using transit and how those relate to the first/last mile issue, ease of use, necessary amenities, etc.

15. Write a mission (objectives and current approach) and/or vision (desired future) statement for your ideal transit system. Or, create a combined statement that outlines our purpose, goals, and values.





TRANSIT ON-BOARD SURVEY
FINAL REPORT

November 2019

**AJM &
Associates**
Nelson\Nygaard Consulting Associates Inc.

N
NELSON
NYGAARD

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1 INTRODUCTION

This document summarizes an on-board survey effort conducted by Park City Transit (PCT) in the Early Spring and Summer of 2019. The purpose of this survey was to investigate how riders currently use the system, ways that PCT could improve service, and general rider characteristics. Through improvements to the system, PCT hopes to better meet the needs of existing riders and increase ridership to support the municipal goal of reaching community-wide net-zero carbon emissions by 2032. This report summarizes the findings of survey and presents lessons learned and opportunities for improvement for PCT.

Key findings of the survey include:

- Survey respondents were split evenly between local riders (Summit County residents and commuters to the County) and visitors to the region (short and long-term). The types of riders did not significantly differ across season.
- Most respondents were frequent users of the PCT system, have been riding for less than one year, do not have access to an automobile, and have used Lyft/Uber in the past month. Summit County residents and commuters ride the system the most and have low automobile access.
- Most riders were traveling for work and walked to access transit. The highest volume of trips were between Park City's commercial core, Old Town, and Prospector, with a higher volume of trips between Old Town and Kimball Junction in the Summer. Most riders did not need to transfer to another route to reach their final destination.
- Overall, respondents were satisfied with PCT service. More frequent bus service was the top priority service improvement for riders, followed by later and earlier bus service. Better real-time arrival information was a second-tier priority and most Summit County residents and commuters had used the myStop mobile app and found it useful.
- Riders tended to be between 19 and 44 years of age, White/Caucasian, fluent in English, and live in a household of 3 or more with an income over \$100,000. Summit County residents' and commuters' households earn less than their visitor counterparts.

More details about these findings can be found in Chapters 3 and 4.

2 METHODOLOGY

PCT partnered with AJM & Associates (Loveland, OH) and Nelson\Nygaard Consulting Associates (Seattle, WA) to survey riders and analyze survey results. A paper on-board survey was determined as the appropriate survey distribution method, based on transit agency data collection best practices and the ability to obtain responses from a large number of riders. The paper survey instrument was designed to collect a wide variety of information from Park City Transit riders, including trip characteristics, rider priorities, and rider characteristics. The English and Spanish survey instruments can be found in Appendix A.

Route ridership data was provided by PCT and used to determine the sampling plan for each route (Figure 2-1). Routes with higher ridership were surveyed in both the morning/afternoon and evening time periods in order to get the most exposure to the survey.

Figure 2-1 Route Sampling Plan

Survey Phase	Time Period	Routes
Early Spring	5:30 a.m. to 3:35 p.m.	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11
	3:05 p.m. to 2:03 a.m.	2, 4, 10, Late Night City Wide
Summer	5:40 a.m. to 6:00 p.m.	1, 2, 4, 6, 7, 8, 9, 10, 11, Trolley
	2:45 p.m. to 12:30 a.m.	1, 2, 6, 10

Survey Periods

Park City is home to multiple ski resorts and is a hub for winter sports tourism. During Winter and Spring, the tourism industry generates a lot of travel in the region from visitors and commuters. In the Summer, when demand for winter sports is less, people travel to Park City for other tourism purposes, such as mountain biking. To better understand the needs of transit riders across both seasons, as well as the differences in travel between weekday and weekend riders, the survey was distributed in the Late Winter/Early Spring and Summer across four consecutive weekdays and two weekend days each. The Early Spring surveys were distributed between March 21 to March 31, 2019 and the Summer surveys between July 18 and July 27, 2019. This format produced four unique sets of data, or survey periods: Spring Weekday, Spring Weekend, Summer Weekday, and Summer Weekend.

In the following chapter, responses are compared across these four survey periods to determine how the needs of riders differ at different times of year and on different days. Staff collected a total of 2,238 completed surveys from PCT fixed-routes, which were nearly evenly distributed across the four survey periods (Figure 2-2). Surveyed routes by survey period can be seen in Figure 2-3. An additional 30 surveys were collected on the Kimball Circulator on November 26,

2019 and summaries of the responses for this survey were provided to Park City. The survey instrument was altered slightly from the version used for the Early Spring and Summer surveys; therefore, the responses were not included in the results in this report.

Figure 2-2 Survey Responses by Survey Period

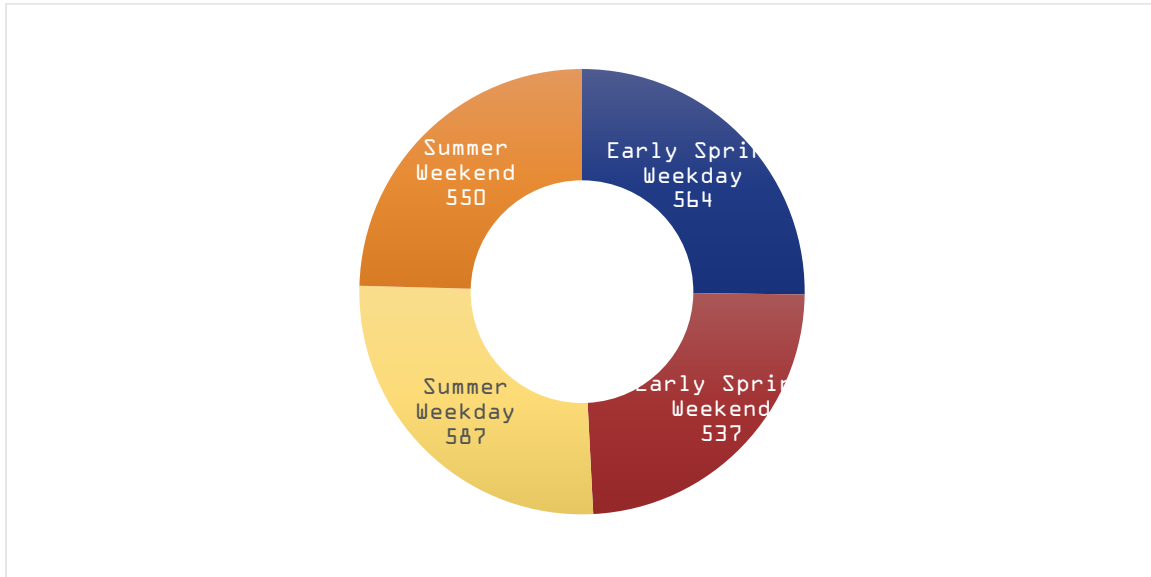
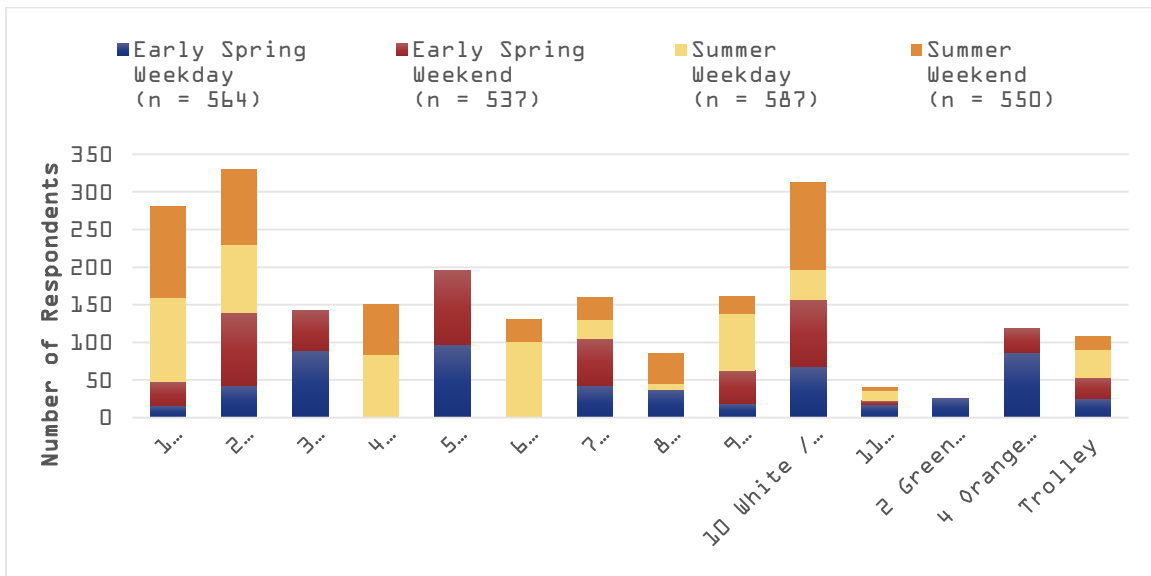


Figure 2-3 Surveyed Routes by Survey Period



3 SURVEY RESULTS

This chapter presents the results of the on-board survey in four sections:

1. **Rider Snapshot**, which explores the types of riders using the system, how frequently they use the system, how long they have used the system, whether they have access to automobiles, and whether they have utilized alternative mobility options.
2. **Trip Details**, which measures riders' route, trip purpose, bus stop access, trip origin-destination pair, and route transfers.
3. **Rider Experience**, which presents riders' priority service improvements, mobile app experience, and open-ended comments.
4. **Demographics**, which assesses additional rider characteristics such as age, gender, race/ethnicity, primary language, English fluency, household income, and household size

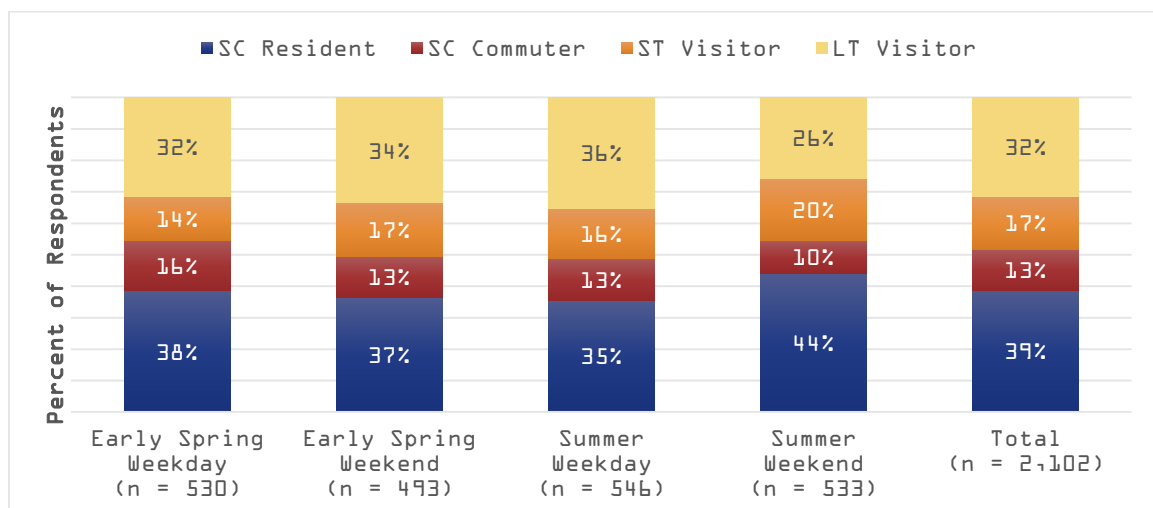
Survey results are presented as percentages of respondents who answered specific questions. The number of responses (n) by survey period or rider type is shown on each chart below. For questions where multiple selections were permitted (trip purpose, bus stop access, alternate mobility options, and service improvement priorities), percentages may not add up to 100%.

Rider Snapshot

Rider Type

In order to explore the composition of PCT ridership, survey respondents were asked whether they: 1) live in Summit County (Summit County resident), 2) work in Summit County, but live elsewhere (Summit County commuter), 3) visiting for less than 2 days (short-term visitor), or 4) visiting for more than 2 days (long-term visitor). Overall, about half of all riders surveyed were either Summit County (SC) residents or commuters to the County. The proportion of each other these four rider types was relatively consistent across the four survey periods. The proportion of SC Commuters stayed relatively consistent across all survey periods, including weekends. Visitors make up about half of all PCT riders, during the Early Spring and Summer seasons. The lowest number of visitor riders was seen in the Summer Weekend period.

Figure 3-1 Rider Type by Survey Period



Rider Frequency

Survey respondents were asked how many days in a week they take PCT. Over half of all survey respondents were frequent riders, using the system 5-7 days per week. More frequent riders were surveyed in the Early Spring than Summer, whereas occasional riders (riding 1-2 days per week) were most common in the Summer Weekend period. In addition to SC residents and SC commuters, many long-term visitors were also frequent riders.

Figure 3-2 Rider Frequency by Survey Period

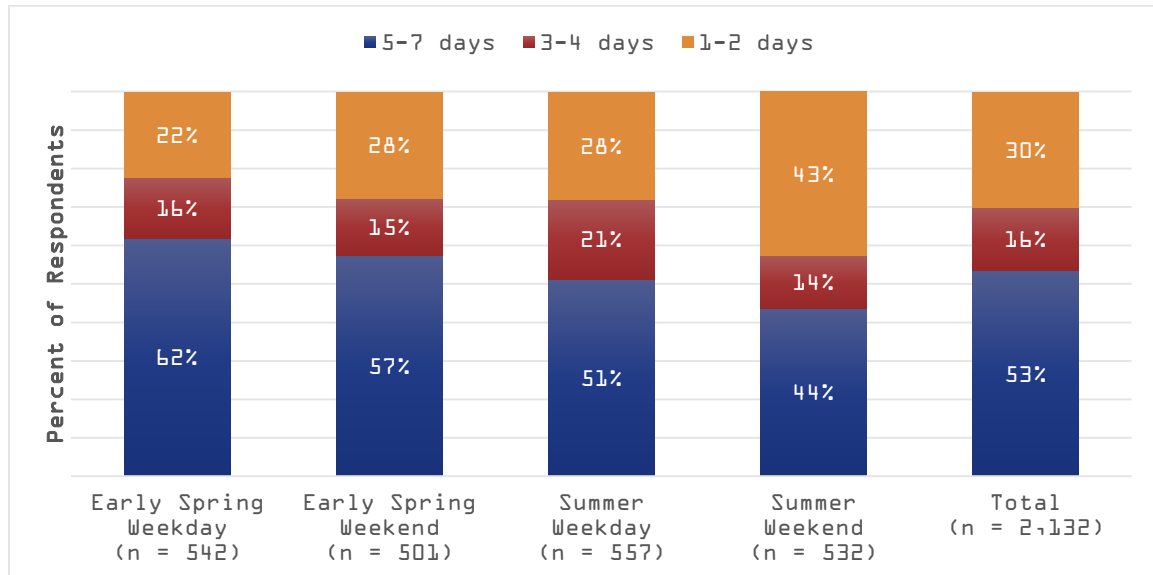
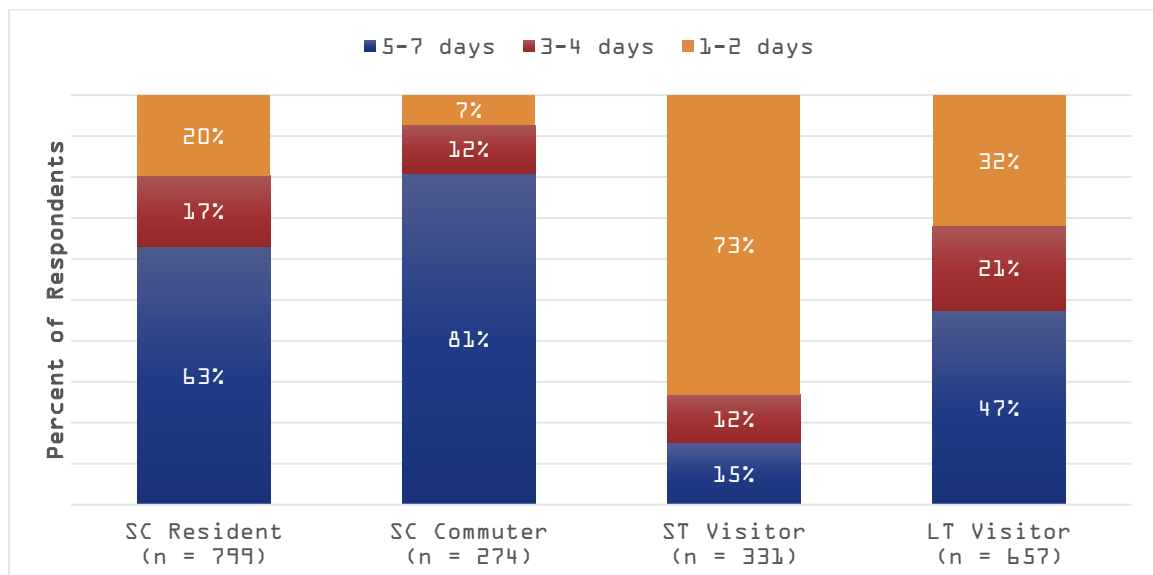


Figure 3-3 Rider Frequency by Rider Type



Rider Tenure

Survey respondents were asked how long they had been riding PCT. Over half of all riders were new riders (riding for less than 1 year). Unsurprisingly, over half of SC resident riders were long standing riders (riding for over 1 year) and most visitors were new riders. Of the resident and commuter riders, slightly less than half (43%) were new riders. The greatest proportion of new riders was seen in the Early Spring Weekend period.

Figure 3-4 Rider Tenure by Survey Period

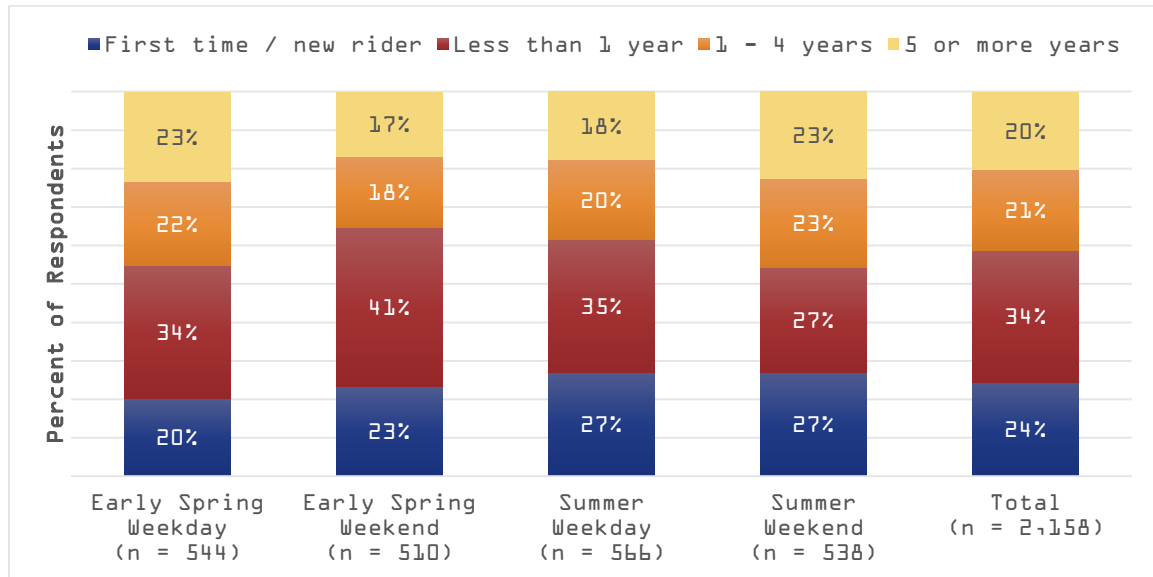
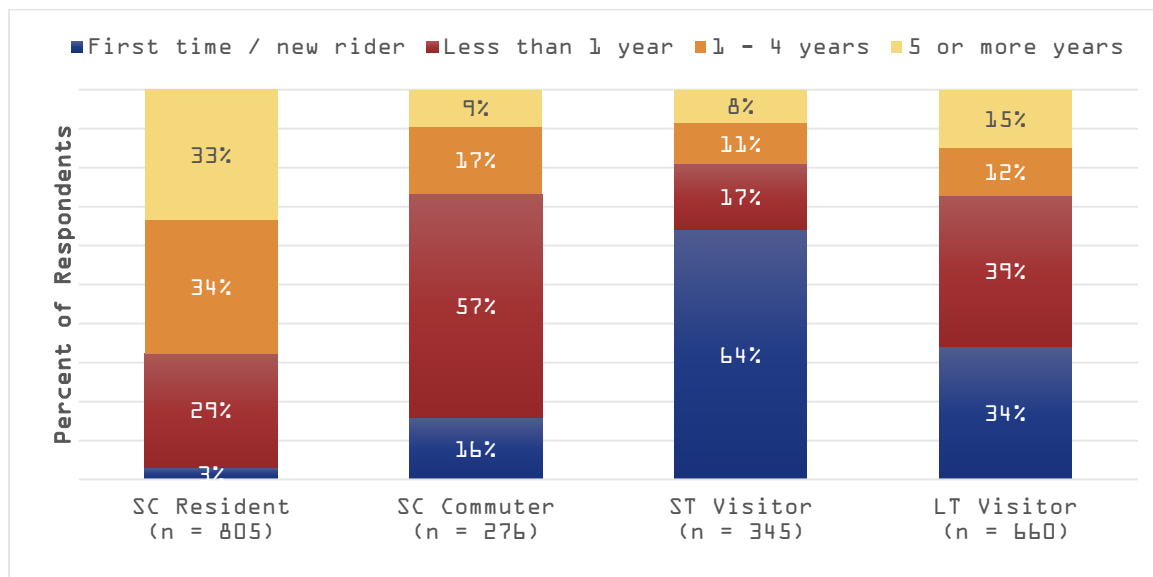


Figure 3-5 Rider Tenure by Rider Type



Automobile Access

Survey respondents were asked if they own or have access to a car. More than half of all survey respondents reported that they did not have access to an automobile. Early Spring riders were less likely to have access than Summer riders. Of all the rider types, the greatest proportion of SC commuters did not have access to a car, followed by long-term visitors.

Figure 3-6 Automobile Access by Survey Period

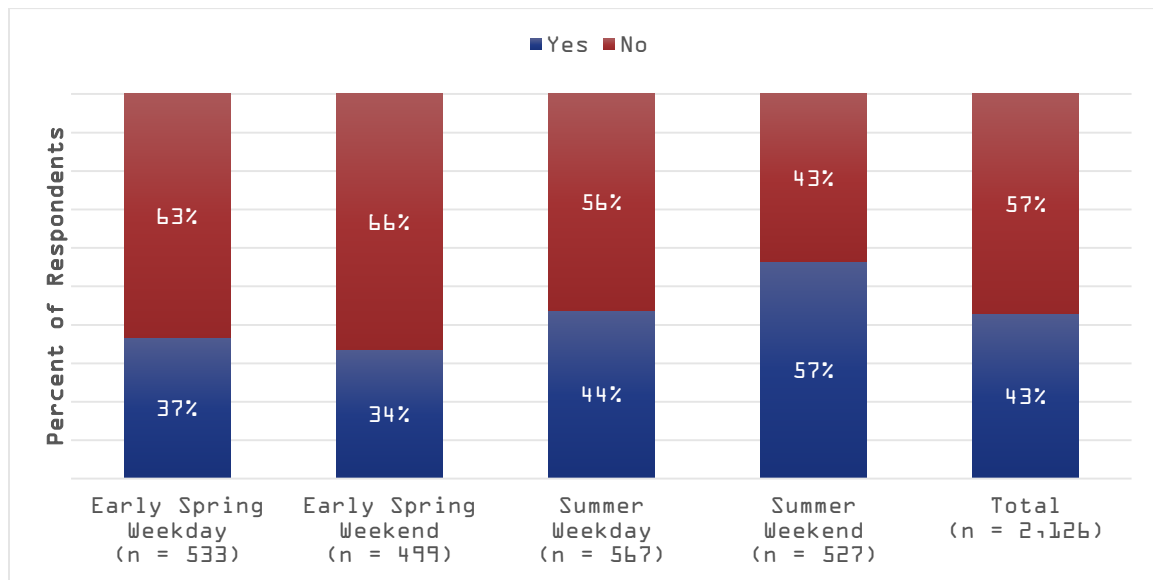
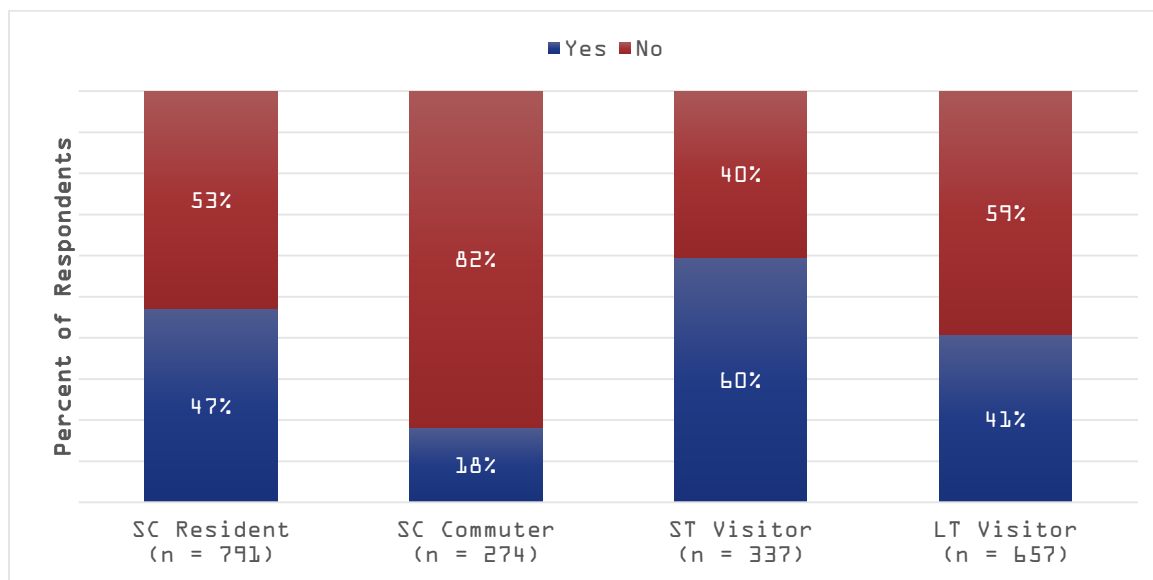


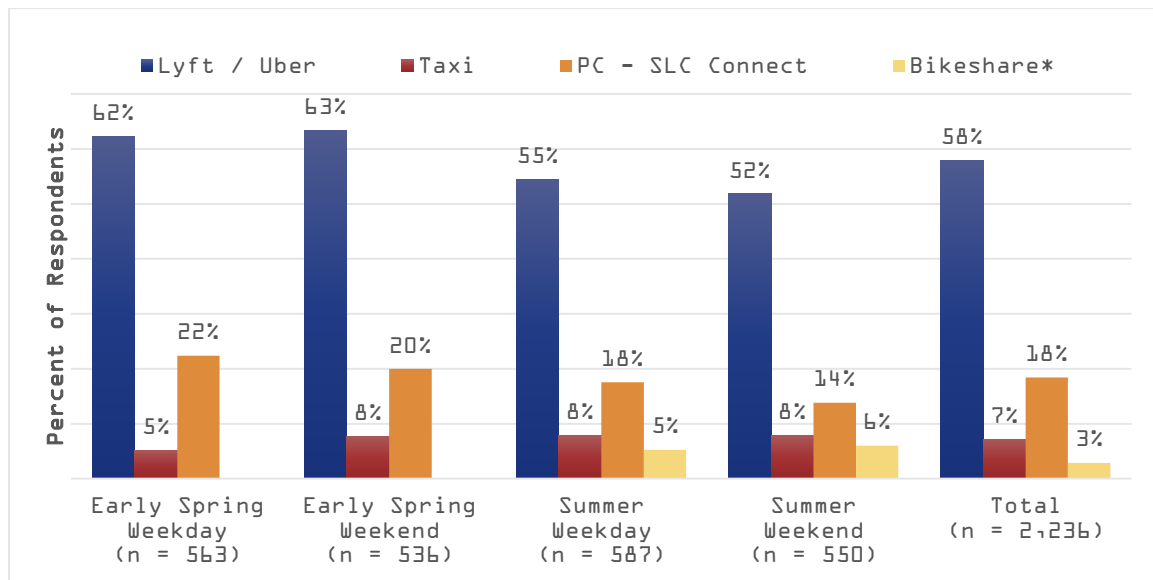
Figure 3-7 Automobile Access by Rider Type



Alternate Mobility

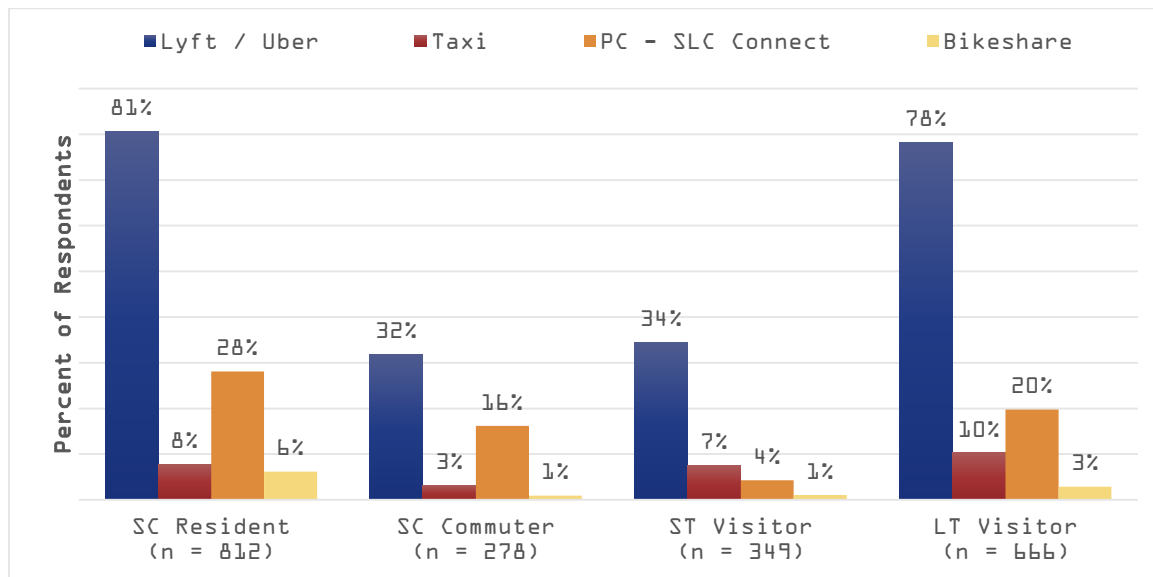
Survey respondents were asked if they had used a selection of alternate transportation mobility options in the past month. Of the alternatives, TNCs such as Lyft and Uber were used the most by riders, across all survey periods and rider types. Additionally, nearly 20% of riders have used PC- SLC Connect services in the past month. Taxi and bikeshare¹ had very low usage rates.

Figure 3-8 Alternate Mobility Use by Survey Period



Note: This question allowed for multiple selections. Percentages are of the number of respondents and may not add up to 100%.

Figure 3-9 Alternate Mobility Use by Rider Type



Note: This question allowed for multiple selections. Percentages are of the number of respondents and may not add up to 100%.

¹ Park City Bikeshare was launched between the Spring and Summer surveys, so was only an option on the Summer survey instrument.

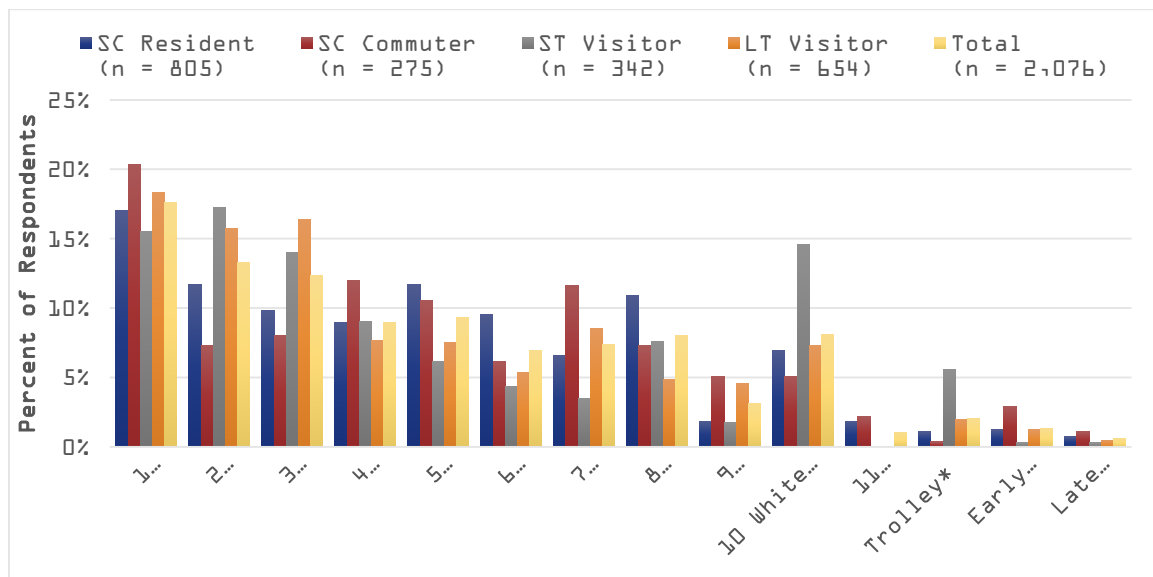
Trip Details

Route

Survey respondents were asked to report which route they were on, which may differ from the route the surveyor marked on which they were surveying. As discussed in the Methodology, responses rates by route by survey period were influenced by the sampling plan because high volume routes were intentionally surveyed more than lower volume routes. As a result, reported route by survey period is not reported here.

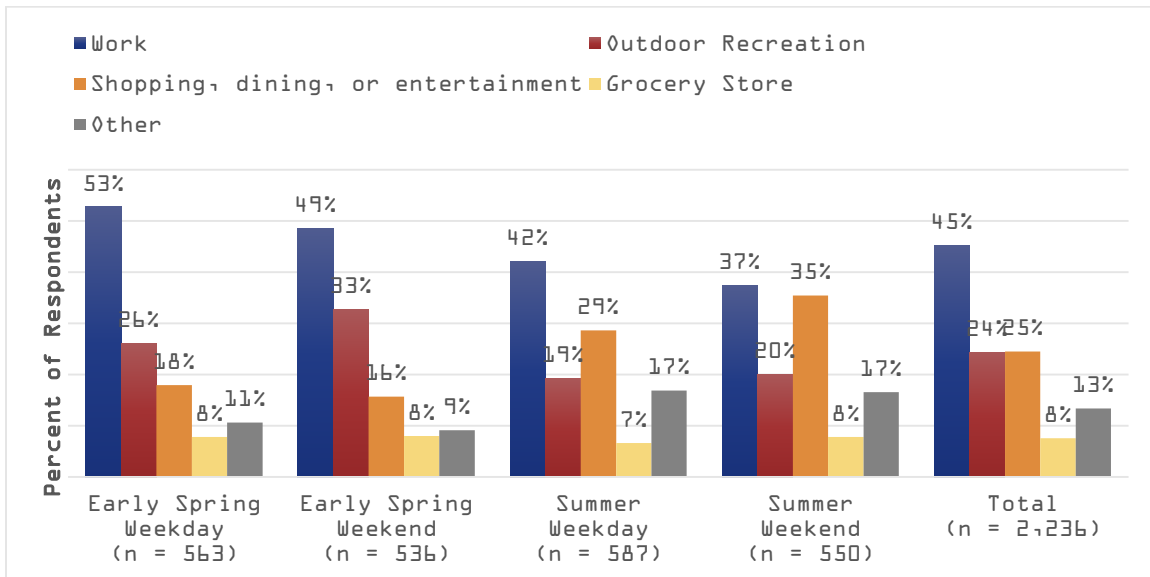
The breakdown of rider type by reported route is less influenced by the survey methodology but should still be considered when interpreting the magnitude of values in the chart below. Routes frequented by Summit County residents include 1 Red, 5 Yellow, 8 Brown, and 2 Green. Summit County commuters utilized 1 Red, 4 Orange, and 7 Pink. Short-term visitors rode 2 Green, 3 Blue, 10 White/Electric Express, and 1 Red. Long-term visitors most often took 1 Red, 2 Green, and 3 Blue.

Figure 3-10 Reported Bus Route by Rider Type

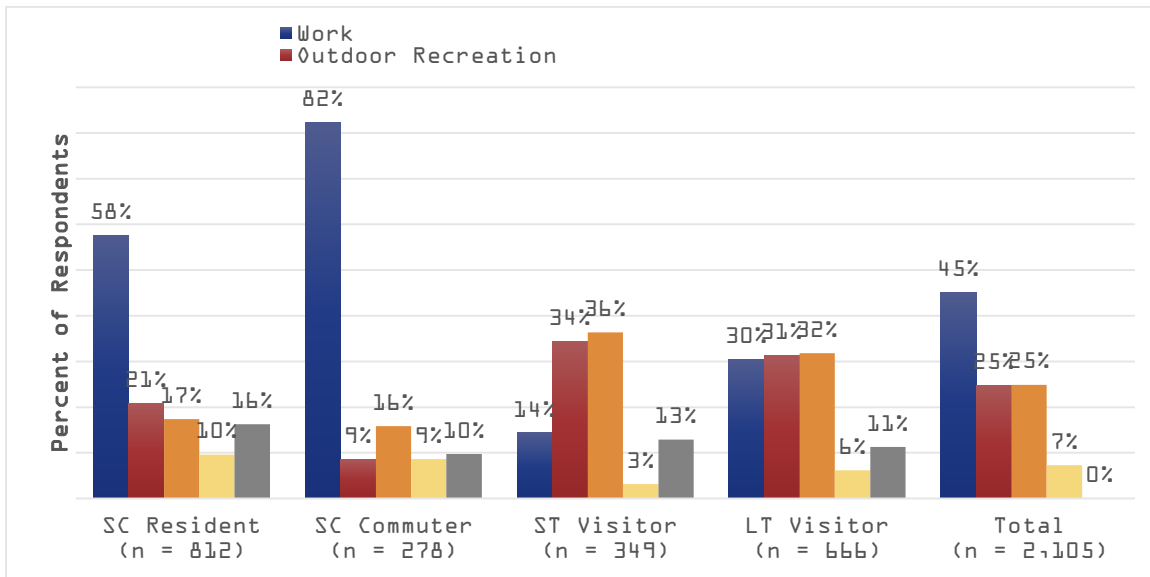


Trip Purpose

Riders were asked about the purpose of the transit trip that they were currently taking. The most common trip purpose for all riders was work. Outdoor recreation was the second most common trip purpose for riders during the Early Spring, while shopping, dining, and entertainment trips were more prevalent in the Summer. As expected, most Summit County commuters and residents were traveling for work while short-term and long-term visitors were traveling for entertainment or recreation. Thirty percent of long-term visitors were traveling for work, suggesting that long-term visitors may be comprised of seasonal workers and business visitors.

Figure 3-11 Trip Purpose by Survey Period

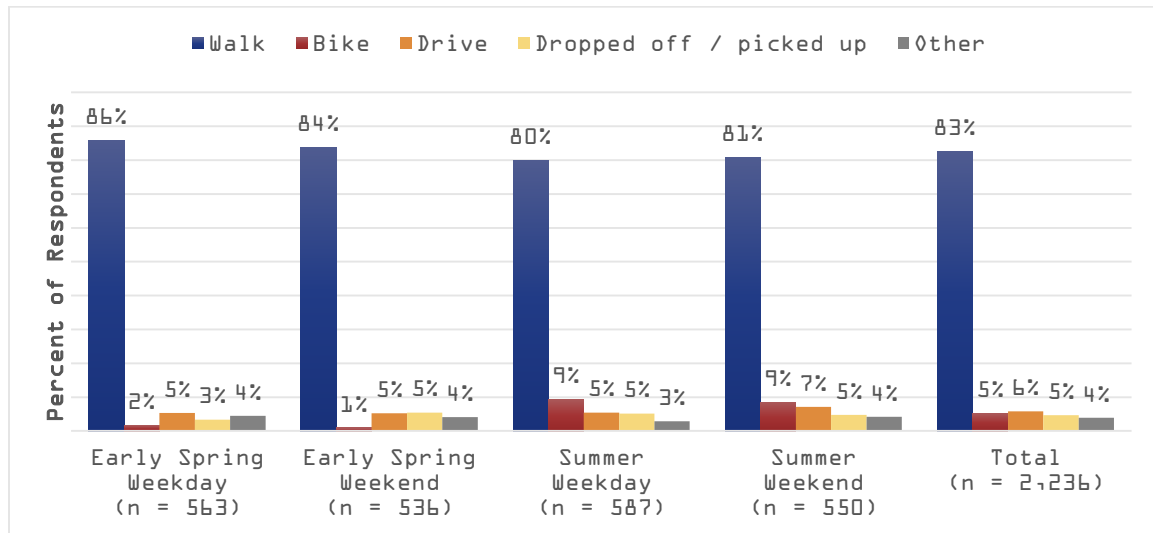
Note: This question allowed for multiple selections. Percentages are of the number of respondents and may not add up to 100%.

Figure 3-12 Trip Purpose by Rider Type

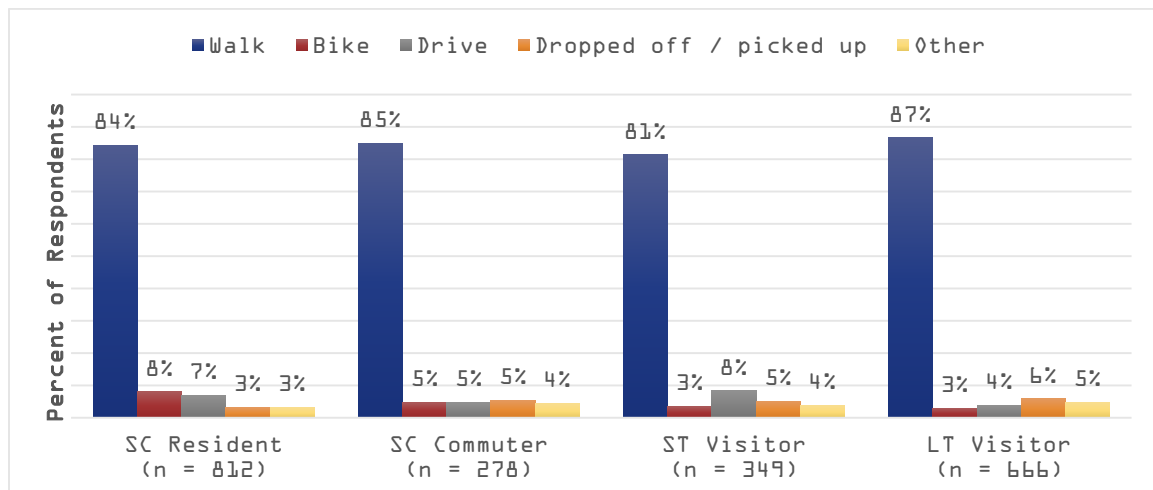
Note: This question allowed for multiple selections. Percentages are of the number of respondents and may not add up to 100%.

Bus Stop Access

Riders were asked about which mode they used to access the bus and what mode they would use to access their trip destination. The vast majority of riders walked to the bus stop and their destination, across both survey period and rider type. Notably, a large majority of the commuters into Summit County reported that they walked to and from the bus, which does not provide insight into how riders are entering into the County.

Figure 3-13 Bus Stop Access by Survey Period

Note: This question allowed for multiple selections. Percentages are of the number of respondents and may not add up to 100%.

Figure 3-14 Bus Stop Access by Rider Type

Note: This question allowed for multiple selections. Percentages are of the number of respondents and may not add up to 100%.

Rider Origins and Destinations

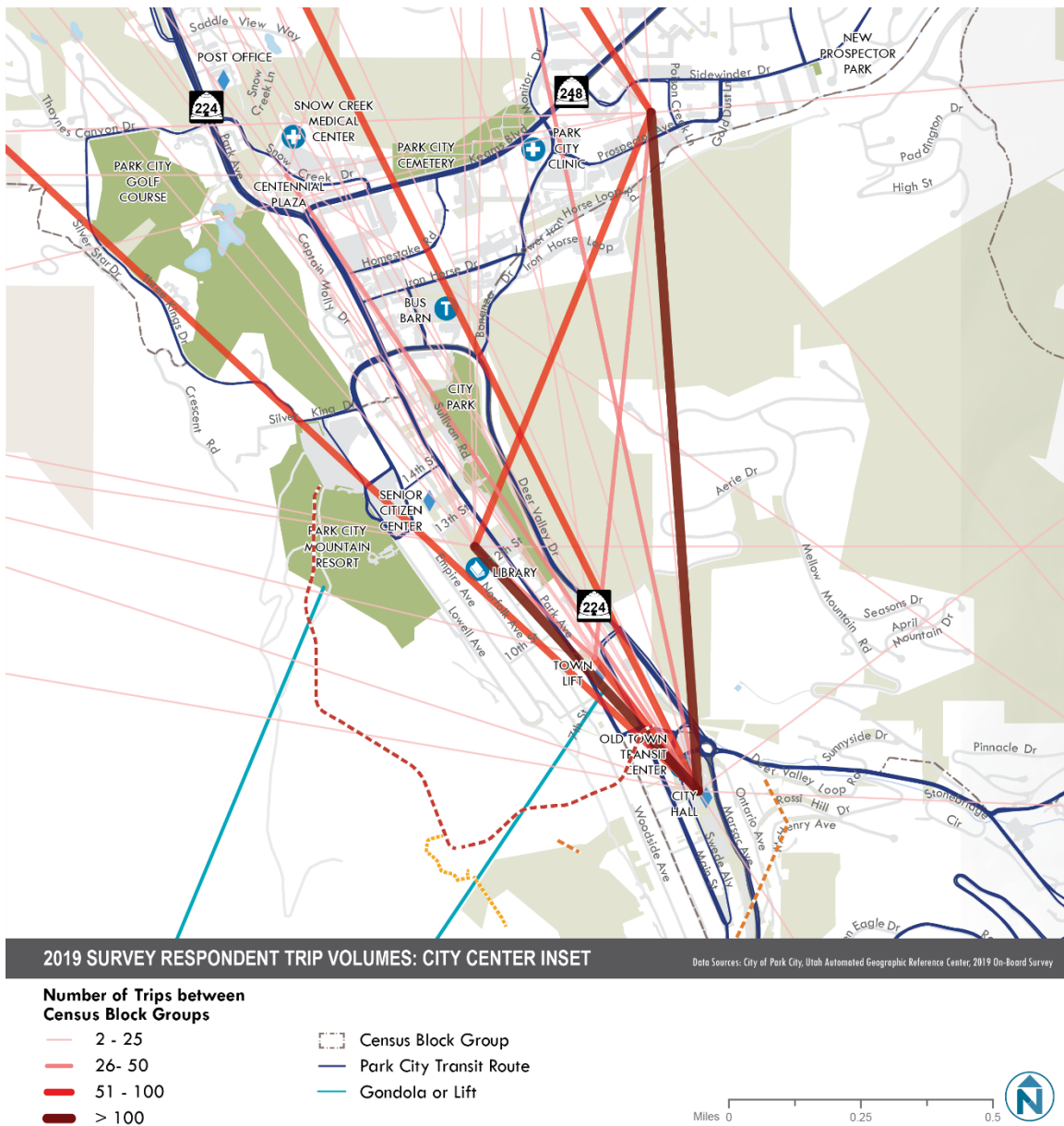
Survey respondents were asked to report the origin and destination of their current transit trip. Origins and destination locations were aggregated up to the Census Block Group level in order to represent general travel patterns and keep respondent location data anonymous. Non-directional travel volumes between block groups are shown in the following maps.

The highest volumes of trips occurred between Park City's commercial core, Old Town, and Prospector. Canyons Resort and Kimball Junction (to the North of the map) were also major travel generators. The four rider types did not have any significant differences in their travel patterns. With the exception of the higher travel volumes between the commercial core and Kimball Junction in the Summer, most travel patterns did not differ significantly between the Spring and Summer survey periods.

Figure 3-15 Survey Respondent Travel Volumes



Figure 3-16 Survey Respondent Travel Volumes: City Center Inset



Transfers

Riders were asked if they transferred from another route or were planning on transferring to another route to complete their trips. About one-quarter of all riders reported needing to transfer at least once during their trip across all survey periods. A greater proportion of SC residents and commuters reported needing to transfer than either type of visitor. Of those who reported a transfer, many were transferring between Route 10 White/Electric Express and either Routes 1 Red, 5 Yellow, and 6 Lime. Because Route 10 White/Electric Express is an express route along State Route 224 between Kimball Junction, Canyons Village, and Old Town, it is as expected that many riders would be transferring between that route and other local routes. Figure 3-17 shows more details on transfer between routes.

Figure 3-17 Transfers to/from Other Routes by Survey Period

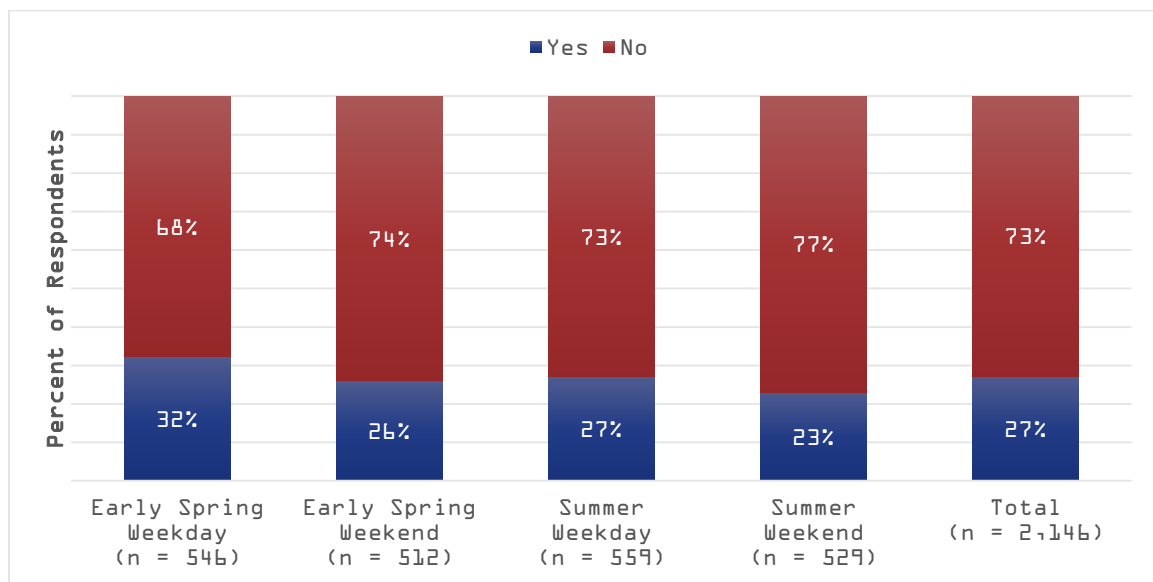


Figure 3-18 Transfers to/from Other Routes by Rider Type

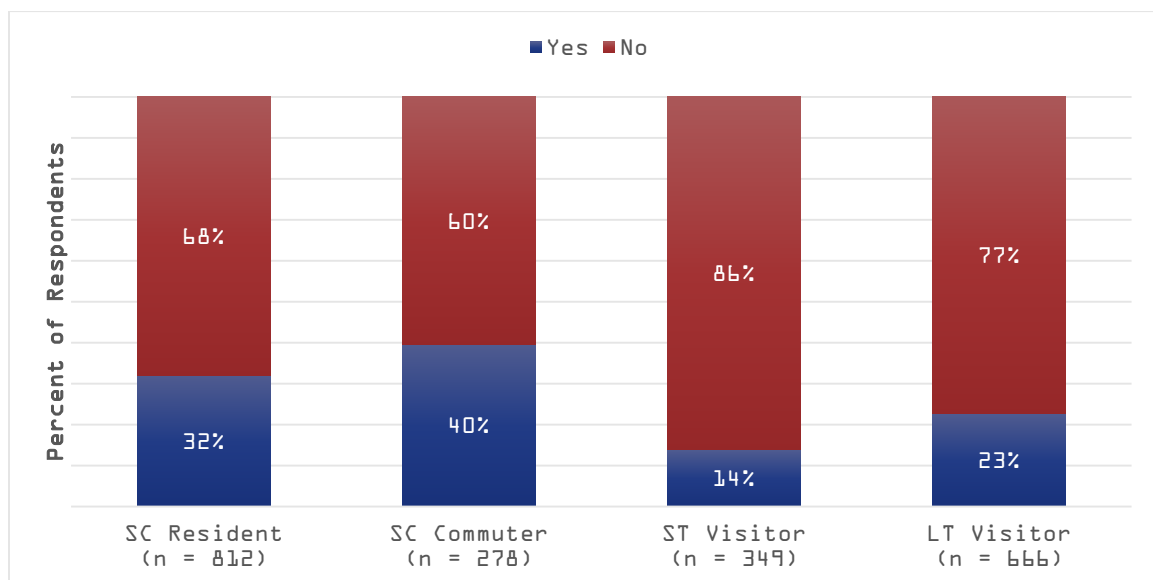


Figure 3-19 Survey Respondent Transfer Matrix

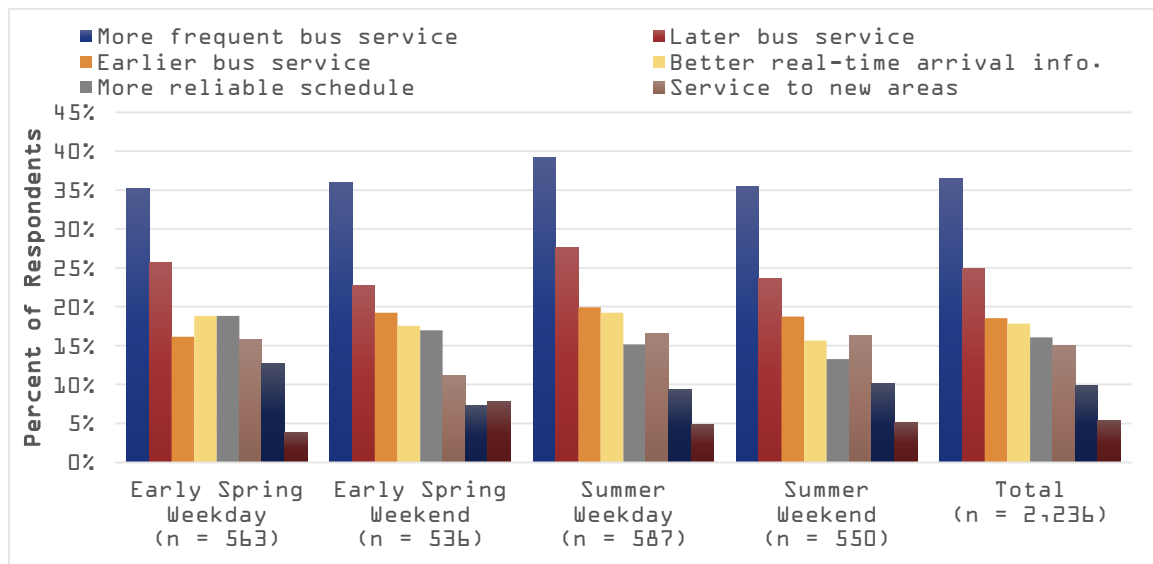
	1 Red	2 Green	3 Blue	4 Orange	5 Yellow	6 Lime	7 Pink	8 Brown	9 Purple	10 White/ Electric Express	11 Black	Trolley	Early Morning City Wide	Late Night City Wide	Kimball Circulator	PC- SLC Connect	UTA	Other/ Multiple
1 Red		4	1	9	0	4	4	8	13	25	0	1	0	0	0	0	0	23
2 Green			5	12	1	6	8	0	7	8	0	0	0	0	0	0	0	12
3 Blue				0	0	3	1	4	3	8	0	0	0	0	0	0	0	19
4 Orange					0	2	2	2	1	9	1	1	2	0	0	0	1	11
5 Yellow						0	1	1	13	19	0	0	2	0	1	0	0	11
6 Lime							0	5	3	16	4	0	2	0	1	0	0	15
7 Pink								0	1	8	1	0	0	0	0	0	1	18
8 Brown									0	8	1	1	0	0	1	0	3	14
9 Purple										0	0	0	4	0	0	0	0	6
10 White / Electric Express											0	1	0	0	1	0	2	13
11 Black*												0	0	0	0	0	0	1
Trolley*													0	0	1	0	0	1
Early Morning City Wide*														0	0	0	0	0
Late Night City Wide*															0	0	0	1

Rider Experience

Potential Service Improvements

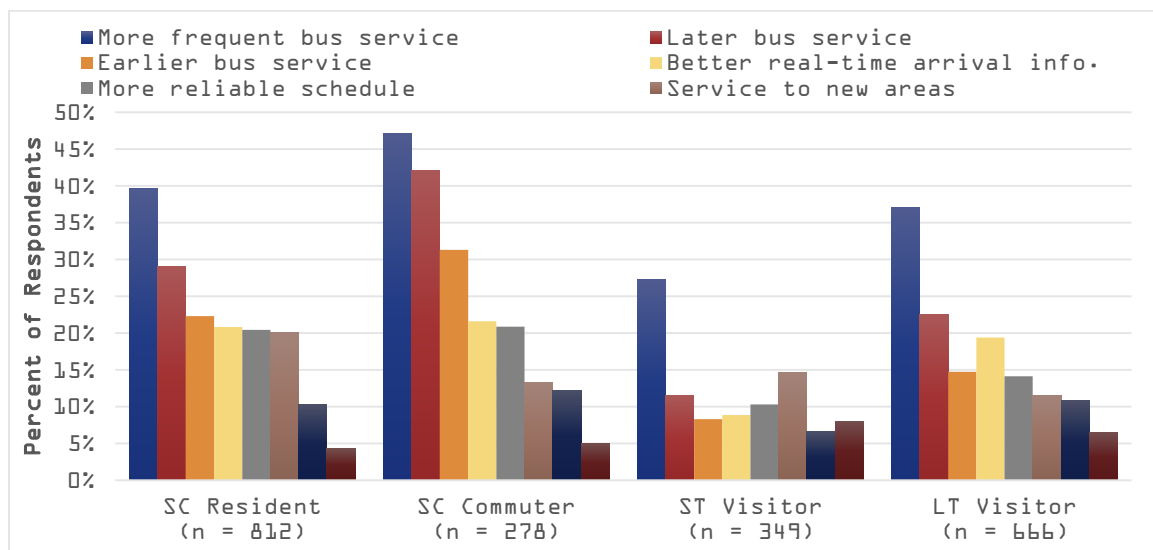
Survey respondents were asked to select three service improvement priorities that were most important to them out of eight options. A priority for over one-third of all riders was more frequent bus service. Other top priorities included later bus service, earlier bus service, and better real-time arrival information. Priorities only varied slightly across survey periods. All four rider types placed more frequent bus service as their top priority. SC residents and commuters also placed top priority on later bus service, and earlier bus service.

Figure 3-20 Service Improvement Priorities by Survey Period



Note: This question allowed for multiple selections. Percentages are of the number of respondents and may not add up to 100%.

Figure 3-21 Service Improvement Priorities by Rider Type



Note: This question allowed for multiple selections. Percentages are of the number of respondents and may not add up to 100%.

Mobile App Usage

Riders were asked if they had used PCT's mobile app, myStop, and if so, if they found it useful or had room for improvement. Over half of all respondents reported that they had use the myStop app, mostly SC residents and commuters. A larger proportion of Early Spring riders had used the app than Summer riders. Most myStop users found the app very useful.

Figure 3-22 Mobile App Usage by Survey Period

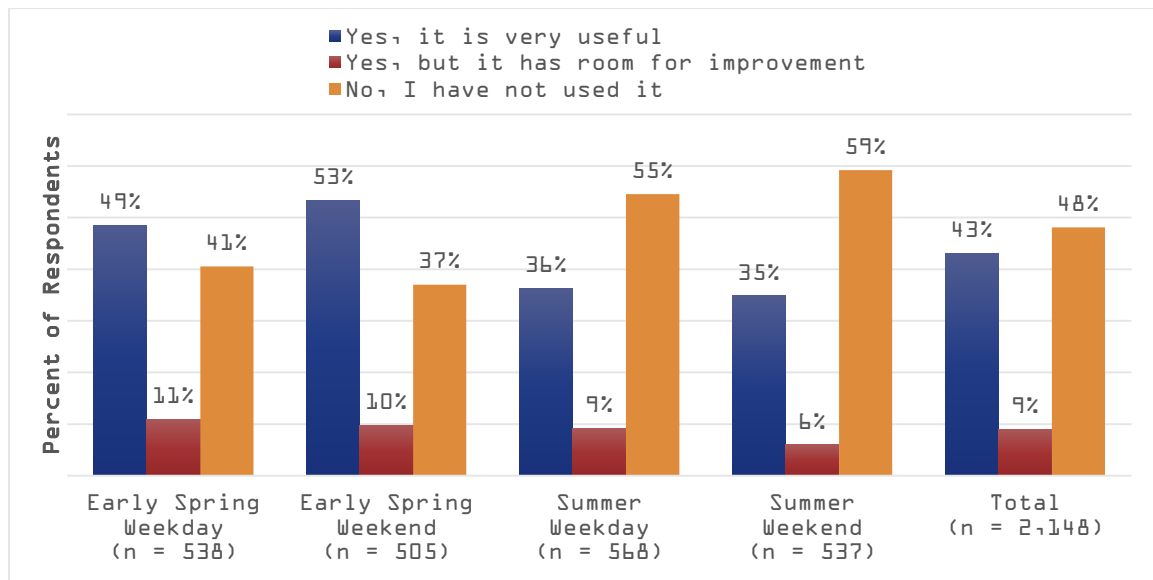
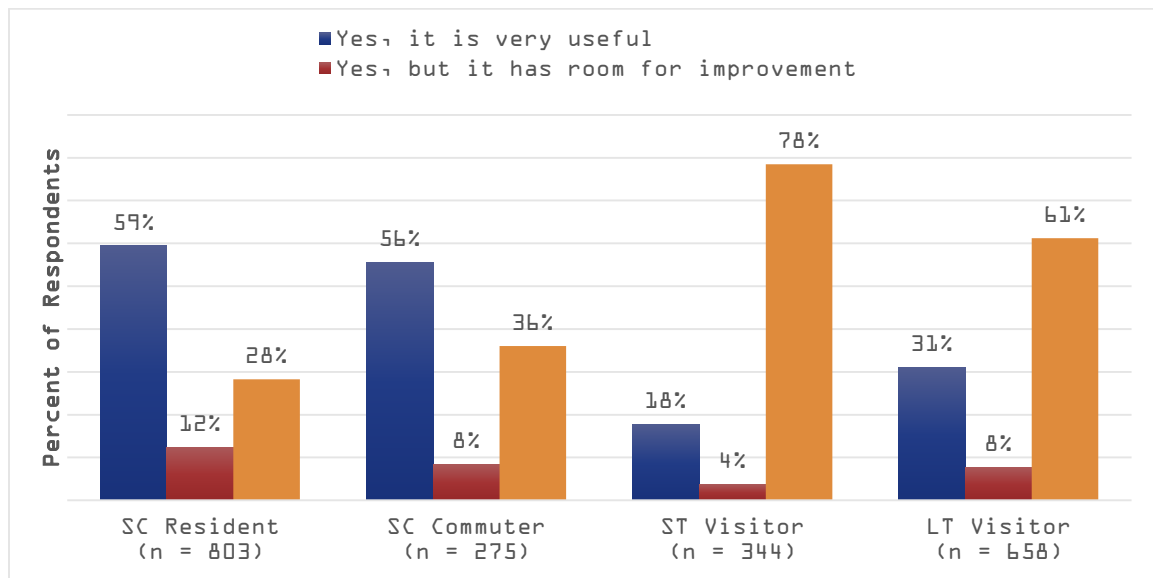


Figure 3-23 Mobile App Usage by Rider Type by Rider Type



Demographics

Age

Survey respondents ranged in age, with two-thirds of all riders falling between 19 and 44 years old. This breakdown was relatively consistent across all survey periods. SC commuters tended to be younger than other rider groups, while visitors tended to be older.

Figure 3-26 Respondent Age by Survey Period

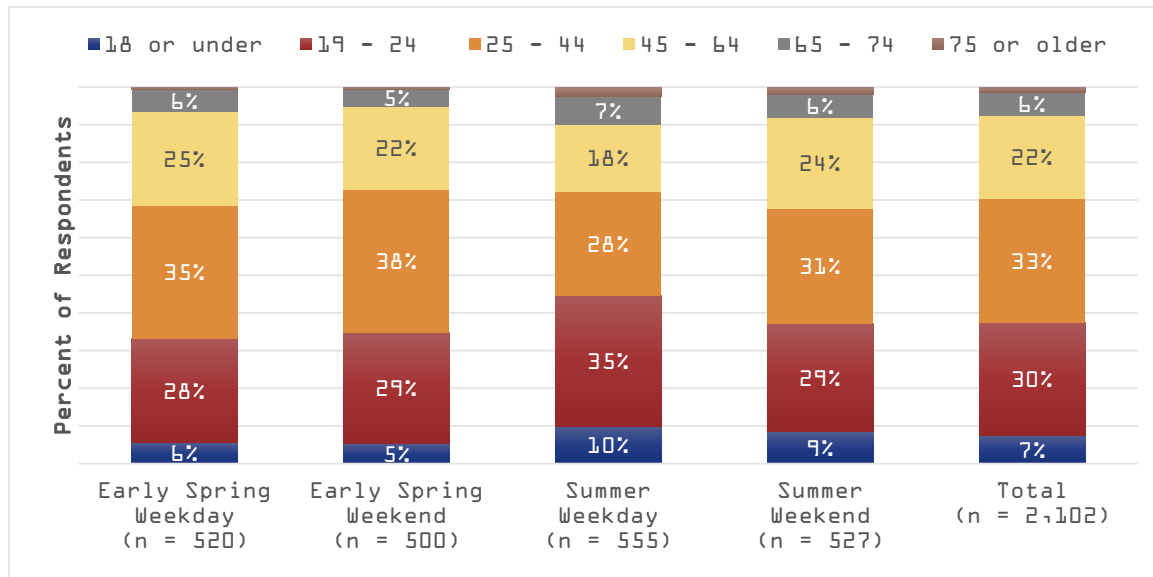
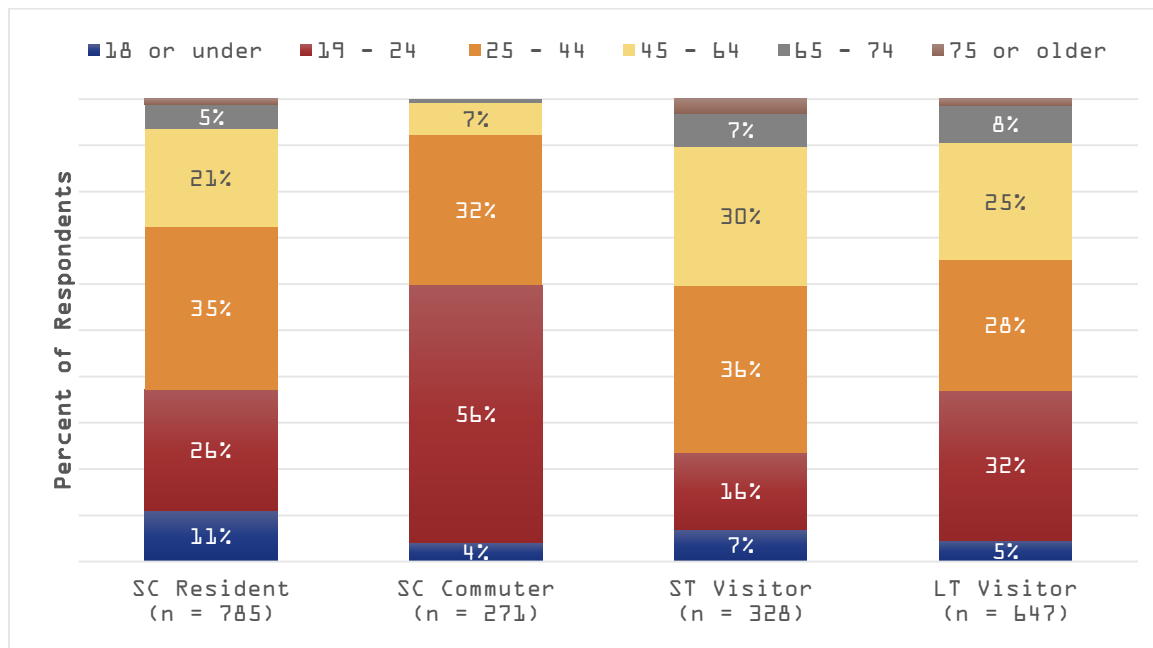


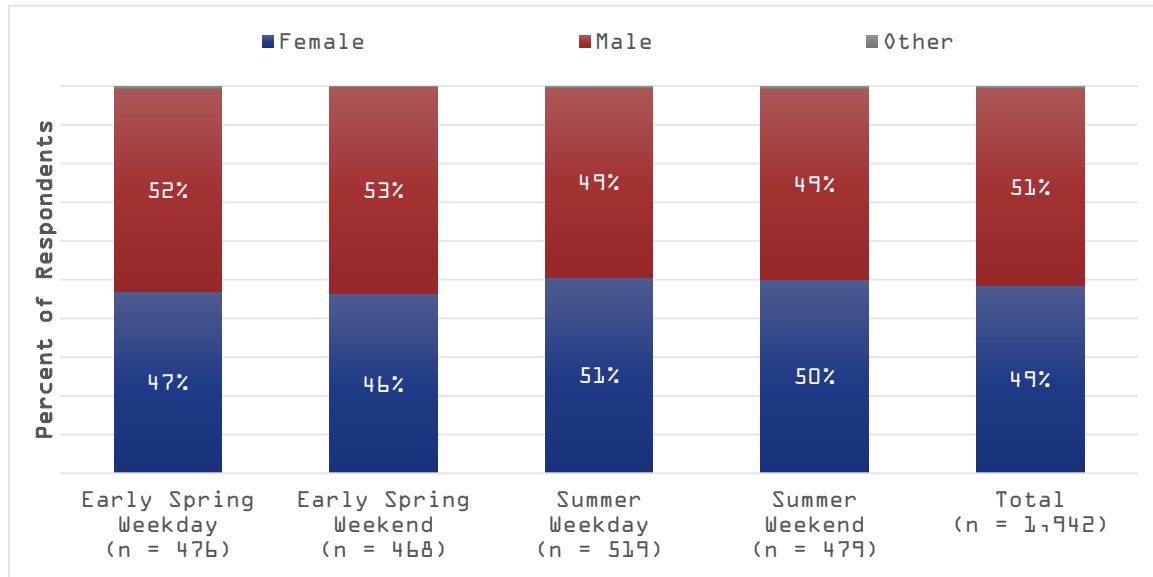
Figure 3-27 Respondent Age by Rider Type by Rider Type



Gender

The gender of survey respondents was fairly evenly distributed between female and male identifying riders, across all survey periods.

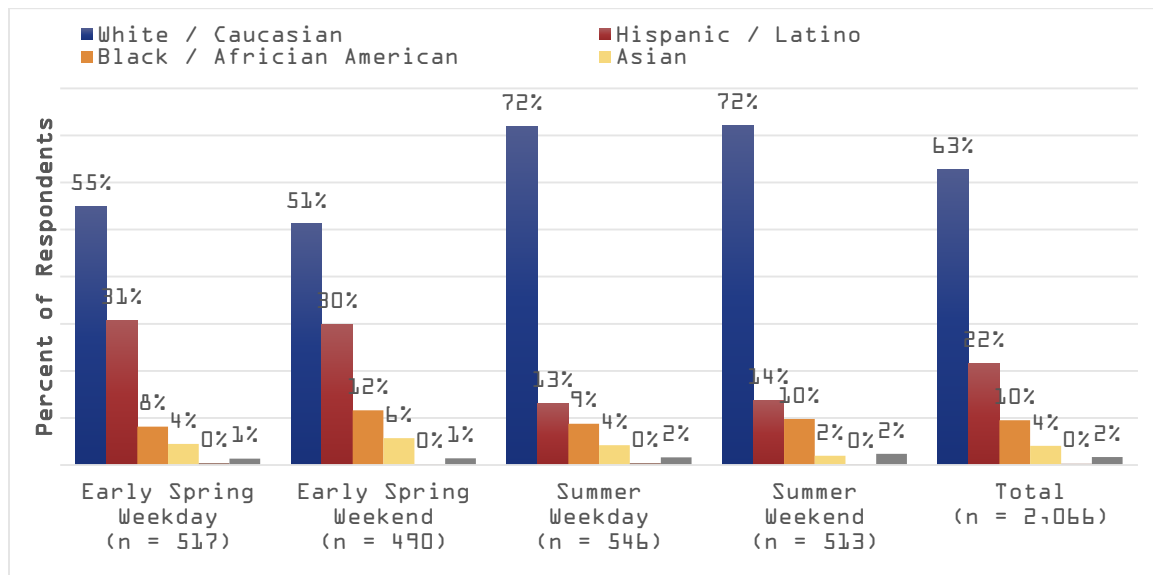
Figure 3-28 Respondent Gender Identity by Survey Period



Race/Ethnicity

Nearly two-thirds of all survey respondents reported that they were White/Caucasian, and nearly one-quarter reported they were Hispanic/Latino. Ridership was more diverse in the Early Spring survey periods than the Summer.

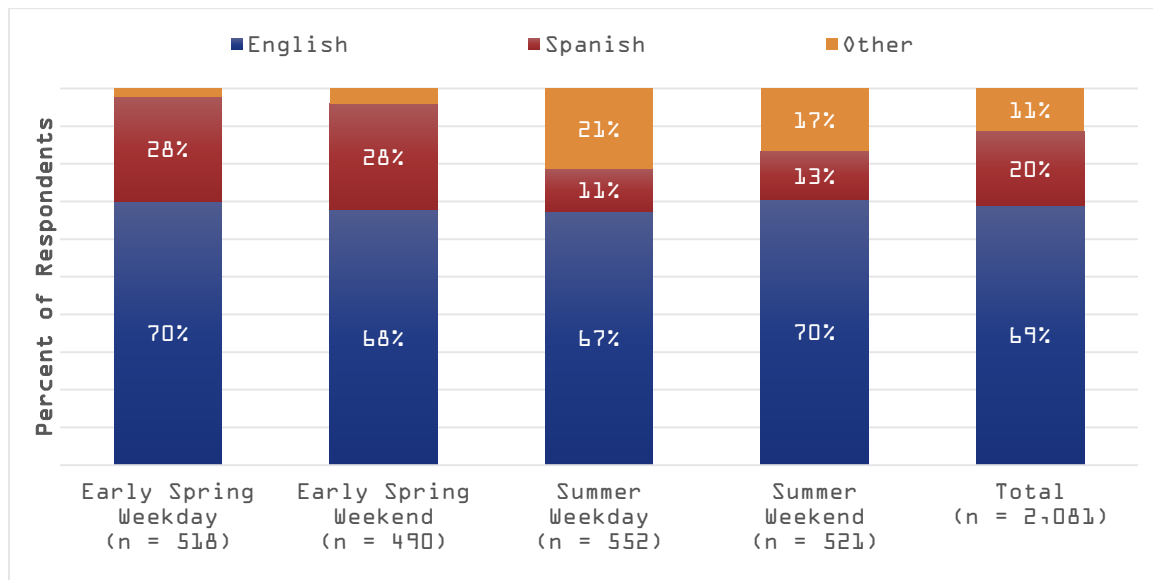
Figure 3-29 Respondent Race/Ethnicity by Survey Period



Primary Language

The majority of survey respondents spoke English as their primary language spoken at home. The proportion of primary English speakers was consistent across survey period. There were more Spanish speakers during the Early Spring and “Other” languages, such as Romanian, Slovak, and Tagalog, during the Summer.

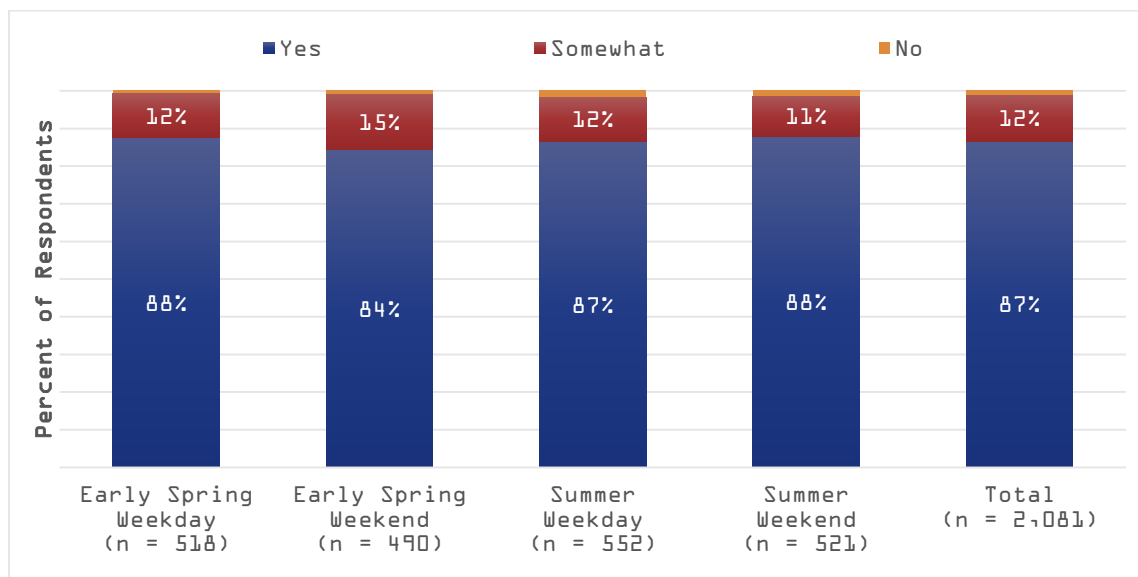
Figure 3-30 Respondent Language Spoke at Home by Survey Period



English Proficiency

The vast majority (87%) of survey respondents reported that they spoke English fluently. Only 1% of all respondents reported they were not fluent in English. English fluency was relatively consistent across survey period.

Figure 3-31 Respondent English Proficiency by Survey Period



Household Income

Survey respondents were asked to report their household income. Of those who responded, less than a quarter reported living in a household that makes over \$100,000 per year. At the opposite end of the spectrum, about 20% of respondents reported a household income of less than \$15,000 per year. The general distribution stayed relatively consistent across survey period. The greatest proportion of high-income earners (\$100,000 per year or more) rode in the Early Spring Weekend period.

About one-third of both short- and long-term visitors reported a household income of over \$100,000. The largest proportion of Summit County commuters make less than \$15,000. Almost 40% of that same rider group answered, “Do not know / no answer”, leaving a lot unknown about the earnings of Summit County commuters.

Figure 3-32 Respondent Household Income by Survey Period

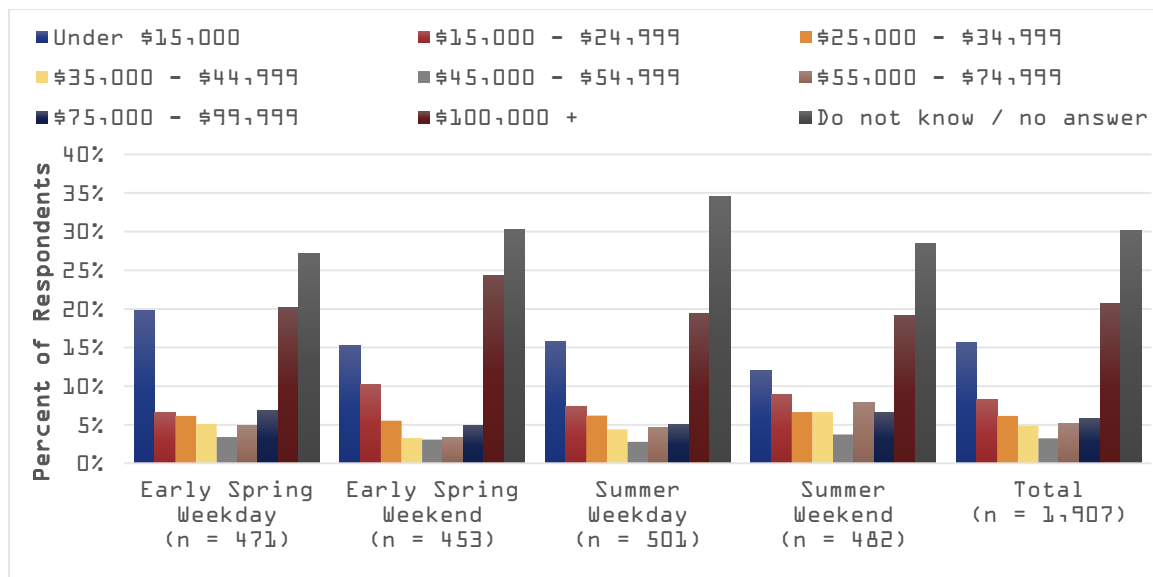
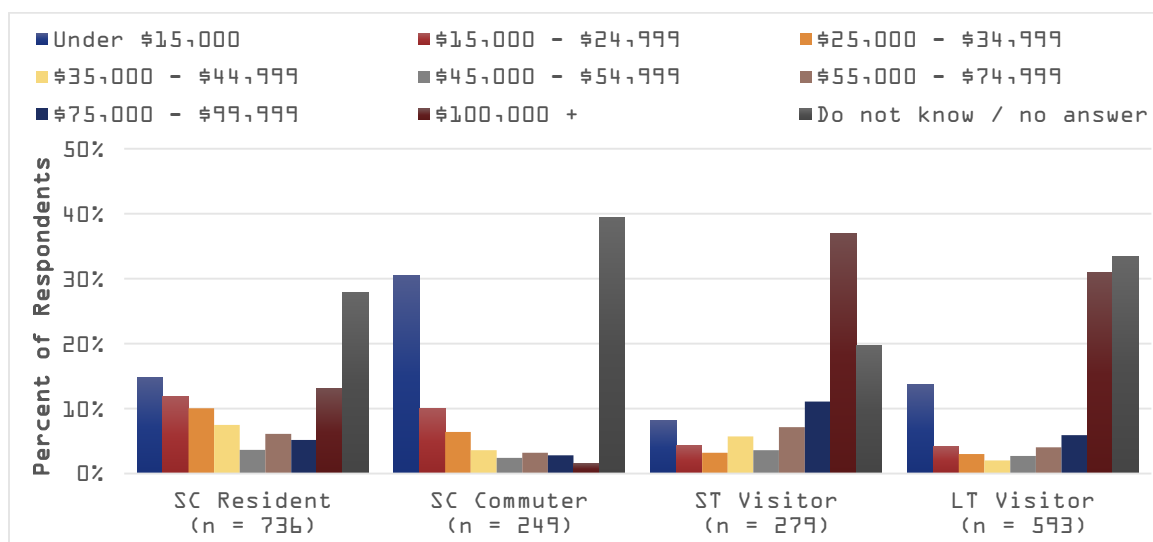


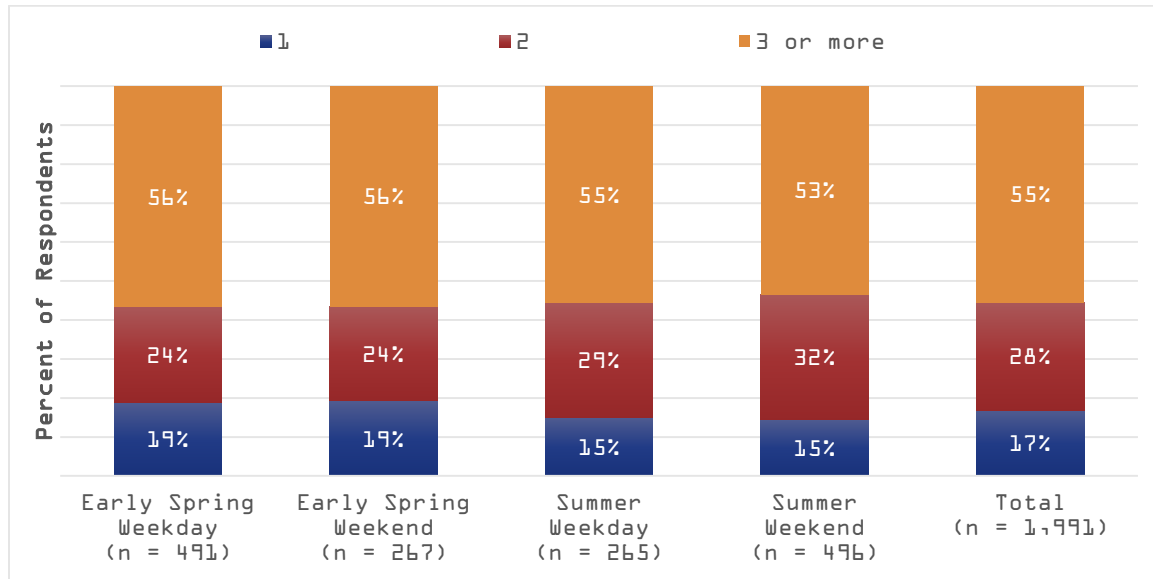
Figure 3-33 Respondent Household Income by Rider Type



Household Size

Over half of survey respondents live in a household with three or more residents (including themselves).

Figure 3-34 Respondent Household Size by Survey Period



4 LESSONS LEARNED & OPPORTUNITIES FOR IMPROVEMENT

Maintaining Existing Ridership

With information about the composition of existing riders, how they use and access the system, and their experiences and priorities, PCT can ensure that it is providing service that meets the needs of its riders. Along with local riders, the agency serves short- and long-term visitors who represent different demographics, use the service for different purposes, and have different needs. Residents, commuters, and visitors all use the service in various ways but can benefit from many of the same service improvements. Regardless of the type of rider, survey respondents prioritized improvements to frequency and service span. Nearly half of Summit County residents and commuters into the County have been using the service for less than a year. There is potential to convert these users into long-term riders or returning riders by providing additional options to use the service more to get to work, entertainment, and recreation.

When prioritizing where to improve frequency and span, PCT should target locations, routes, and times of day where and when transit dependent riders need it most. Summit County residents and commuters tend to use the service more, have less access to automobiles, and live in households with less household income. The agency can look towards the locations that these riders are travelling between most. The results of this survey showed primary travel patterns between the Park City core neighborhoods and between the historic center and Prospector. Additionally, there was significant travel from Park City to Kimball Junction and Canyons. Strengthening the already frequent service to these areas is the most likely to benefit the most dependent transit riders. Many of the improvements targeted at dependent riders will create a stronger overall system and can also benefit visitors to the area.

Attracting New Riders

PCT also hopes to increase transit ridership by encouraging more people to choose the bus over their cars to reduce the community's carbon emissions and to alleviate congestion in the region. Attracting new riders involves making service more appealing and approachable to other travelers. These improvements include those to frequency and span, better access for travelers that do not have walkable access to transit, and technology.

- **Improvements to frequency and span** makes transit regular and flexible so travelers consider it to be a feasible alternative to driving. It also can be the difference between whether someone can access a job with an early start/late departure or not.
- **Adding park-and-ride lot locations** to the existing network may help draw new riders into the system who can drive or carpool to transit but may not be interested in

driving into congested or limited parking areas. To locate potential park-and-ride lot locations, further study should be completed to analyze the origins and destinations of non-riders.

- **Keeping up-to-date with technology** is an important aspect of drawing in new riders, who may be used to larger transit systems or alternate mobility options. Many of the surveyed riders were between the ages of 19 and 44 years of age, visitors from other areas, and had used Uber or Lyft in the past month. Riders that fit into these categories may have an expectation of a certain level of technological integration when traveling. Research has shown that millennial riders are more multimodal than past generations and are expecting a more user-friendly and intuitive travel experience². Bus tracking information, mobile fare payment, real-time social media updates, and partnerships with alternate mobility providers are just a few ways that the agency could begin to think about ways to better integrate technology into the PCT system.

² American Public Transit Association. Millennials & Mobility: Understanding the Millennial Mindset. 2013.
<https://www.apta.com/wp-content/uploads/Resources/resources/reportsandpublications/Documents/APTA-Millennials-and-Mobility.pdf>

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Appendix A Early Spring Survey Instrument



TRANSIT ON-BOARD SURVEY

Please complete this survey to help Park City Transit develop a better understanding of how you travel, and how we can make improvements to transit service in the future. Provide your email address or phone number at the end of the survey for a chance to win a \$50 Amazon gift card.

1. Which route are you currently riding?

☐ 1 Red	☐ 6 Lime	☐ 11 Black
☐ 2 Green	☐ 7 Pink	☐ 12 Trolley
☐ 3 Blue	☐ 8 Brown	☐ 13 Early Morning City Wide
☐ 4 Orange	☐ 9 Purple	☐ 14 Late Night City Wide
☐ 5 Yellow	☐ 10 White/Electric Xpress	
2. Where did you board this bus?

Nearest intersection/location: _____

City: _____
3. What is the purpose of this trip? (check all that apply)

☐ 1 Work	☐ 5 Shopping, dining, or entertainment
☐ 2 School or college	☐ 6 Medical appointment
☐ 3 Grocery store	☐ 7 Personal or religious worship
☐ 4 Outdoor recreation, i.e. skiing	☐ 8 Other _____
4. Where are you traveling?

Nearest intersection/location: _____

City: _____
5. Does this trip require a transfer to and/or from another bus route?

☐ 1 Yes, which routes? _____ ☐ 2 No
6. How did you get to the bus stop and how will you get to your final destination from the bus? (check all that apply)

☐ 1 Walk	☐ 4 Drive
☐ 2 Bike	☐ 5 Dropped off/picked up
☐ 3 Scooter	☐ 6 Other _____
7. Which of the following best describes you?

☐ 1 Live in Summit County	☐ 3 Short-term visitor (<2 days)
☐ 2 Work in Summit County, but live elsewhere	☐ 4 Long-term visitor (>2 days)
8. How many days have you taken Park City Transit in the past week?

☐ 1 5-7 days ☐ 3 1-2 days

☐ 2 3-4 days
9. How long have you been riding Park City Transit?

☐ 1 First time/new rider	☐ 3 1-4 years
☐ 2 Less than 1 year	☐ 4 5 or more years
10. Have you used the myStop mobile app?

☐ 1 Yes, it is very useful	☐ 3 No, I have no used it
☐ 2 Yes, but it has room for improvement	
11. Do you own or have access to a car?

☐ 1 Yes ☐ 2 No
12. Within the past month, have you used any of the following? (check all that apply)

☐ 1 Lyft/Uber	☐ 2 Taxi	☐ 3 PC-SLC Connect
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13. Listed below are potential service improvements. Please select the three that are most important to you.

☐ 1 More frequent bus service	☐ 5 Better real-time arrival info.
☐ 2 Earlier bus service	☐ 6 Better bus stops
☐ 3 Later bus service	☐ 7 Room on buses for luggage
☐ 4 More reliable schedule	☐ 8 Service to new areas
14. What is your age?

☐ 1 18 or under	☐ 3 25-44	☐ 5 65-74
☐ 2 19-24	☐ 4 45-64	☐ 6 75 or older
15. Are you:

☐ 1 Female	☐ 2 Male	☐ 3 Other
-----------------------------------	---------------------------------	----------------------------------
16. Which best describes your racial or ethnic background?

☐ 1 White/Caucasian	☐ 4 Asian
☐ 2 Hispanic/Latin@	☐ 5 American Indian/Alaska Native
☐ 3 Black/African American	☐ 6 Other _____
17. At home, which language do you speak most often?

☐ 1 English	☐ 2 Spanish	☐ 3 Other
------------------------------------	------------------------------------	----------------------------------
18. Do you speak English?

☐ 1 Fluently	☐ 2 Somewhat	☐ 3 No
-------------------------------------	-------------------------------------	-------------------------------
19. What was the total income for all individuals in your household last year?

☐ 1 Under \$15,000	☐ 4 \$35,000-44,999	☐ 7 \$75,000-99,999
☐ 2 \$15,000-24,999	☐ 5 \$45,000-54,999	☐ 8 \$100,000+
☐ 3 \$25,000-34,999	☐ 6 \$55,000-74,999	☐ 9 Do not know/No answer
20. How many people are in your household?

☐ 1 1 (yourself)	☐ 2 2	☐ 3 3 or more
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21. Do you have any additional comments?

22. Please provide your first name and email address or phone number if you would like to be entered into a drawing for a \$50 Amazon gift card for taking this survey:

Mire el reverse para encuesta en español 

Appendix B Summer Survey Instrument



TRANSIT ON-BOARD SURVEY

Please complete this survey to help Park City Transit develop a better understanding of how you travel, and how we can make improvements to transit service in the future. Provide your email address or phone number at the end of the survey for a chance to win a \$50 Amazon gift card.

#10001

1. Which route are you currently riding?

☐ 1 Red	☐ 8 Brown
☐ 2 Green	☐ 9 Purple
☐ 4 Orange	☐ 10 White/Electric Xpress
☐ 6 Lime	☐ 11 Black
☐ 7 Pink	☐ 10 Trolley
2. Where did you board this bus?

Nearest intersection/location: _____

City: _____
3. What is the purpose of this trip? (check all that apply)

☐ 1 Work	☐ 5 Shopping, dining, or entertainment
☐ 2 School or college	☐ 6 Medical appointment
☐ 3 Grocery store	☐ 7 Personal or religious worship
☐ 4 Outdoor recreation, i.e. mountain biking	☐ 8 Other _____
4. Where are you traveling?

Nearest intersection/location: _____

City: _____
5. Does this trip require a transfer to and/or from another bus route?

☐ 1 Yes, which routes? _____ ☐ 2 No
6. How did you get to the bus stop and how will you get to your final destination from the bus? (check all that apply)

☐ 1 Walk	☐ 4 Drive
☐ 2 Bike	☐ 5 Dropped off/picked up
☐ 3 Scooter	☐ 6 Other _____
7. Which of the following best describes you?

☐ 1 Live in Summit County	☐ 3 Short-term visitor (<2 days)
☐ 2 Work in Summit County, but live elsewhere	☐ 4 Long-term visitor (>2 days)
8. How many days have you taken Park City Transit in the past week?

☐ 1 5-7 days	☐ 3 1-2 days
☐ 2 3-4 days	
9. How long have you been riding Park City Transit?

☐ 1 First time/new rider	☐ 3 1-4 years
☐ 2 Less than 1 year	☐ 4 5 or more years
10. Have you used the myStop mobile app?

☐ 1 Yes, it is very useful	☐ 3 No, I have no used it
☐ 2 Yes, but it has room for improvement	
11. Do you own or have access to a car?

☐ 1 Yes	☐ 2 No
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12. Within the past month, have you used any of the following? (check all that apply)

☐ 1 Lyft/Uber	☐ 2 Taxi	☐ 3 PC-SLC Connect	☐ 4 Bikeshare
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13. Listed below are potential service improvements. Please select the three that are most important to you.

☐ 1 More frequent bus service	☐ 5 Better real-time arrival info.
☐ 2 Earlier bus service	☐ 6 Better bus stops
☐ 3 Later bus service	☐ 7 Room on buses for luggage
☐ 4 More reliable schedule	☐ 8 Service to new areas
14. What is your age?

☐ 1 18 or under	☐ 3 25-44	☐ 5 65-74
☐ 2 19-24	☐ 4 45-64	☐ 6 75 or older
15. Are you:

☐ 1 Female	☐ 2 Male	☐ 3 Other
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16. Which best describes your racial or ethnic background?

☐ 1 White/Caucasian	☐ 4 Asian
☐ 2 Hispanic/Latin@	☐ 5 American Indian/Alaska Native
☐ 3 Black/African American	☐ 6 Other _____
17. At home, which language do you speak most often?

☐ 1 English	☐ 2 Spanish	☐ 3 Other
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18. Do you speak English?

☐ 1 Fluently	☐ 2 Somewhat	☐ 3 No
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19. What was the total income for all individuals in your household last year?

☐ 1 Under \$15,000	☐ 4 \$35,000-44,999	☐ 7 \$75,000-99,999
☐ 2 \$15,000-24,999	☐ 5 \$45,000-54,999	☐ 8 \$100,000+
☐ 3 \$25,000-34,999	☐ 6 \$55,000-74,999	☐ 9 Do not know/No answer
20. How many people are in your household?

☐ 1 1 (yourself)	☐ 2 2	☐ 3 3 or more
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21. Do you have any additional comments?

22. Please provide your first name and email address or phone number if you would like to be entered into a drawing for a \$50 Amazon gift card for taking this survey:

Mire el reverse para encuesta en español 

Appendix C Open-Ended Comments

Survey Comment	Comment Category
EXPLANATION OF HOW TO READ SCHEDULES	Better Signage
BETTER SYSTEM FOR HELPING ALL THE (?) UNDERSTAND THE ROUTES	Better Signage
PLEASE BETTER REAL TIME ARRIVAL	Better Signage
BETTER SERVICE DURING SUNDANCE AND REAL TIME INFO	Better Signage
USE SAME WORDS ON SIGNS AS ON BUS SIGN SAYS "3" PEOPLE SAY GE ON "LIME" DISCONNECT	Better Signage
NEED EASY TO UNDERSTAND BUS SCHEDULES & ROUTES THAT WE CAN GRAB AROUND TOWN	Better Signage
CHANGE COLOR BASED ON INBOUND OR OUTBOUND	Better Signage
CORRECT TIME SCHEDULE FOR DETOUR PERIOD LONGER ORANGE BUS PERIOD	Better Signage
POST ROUTE MAP IN THE BUS	Better Signage
HAVE 'UPCOMING STOP' DISPLAYED ON SCREEN AND VERBERLY ALL DAY	Better Signage
BETTER INFO FOR VISITORS ABOUT ROUTES	Better Signage
BETTER SIGNS PLEASE	Better Signage
THERE WASN'T A ROUTE MAP AT OUR STOP-THAT WOULD HAVE BEEN HELPFUL	Better Signage
ADVERTISE BUS TO HOSPITAL-IT'S NOT JUST AID/ARIDE	Better Signage
BUS STOPS NEED BIGGER SIGNS	Better Signage
IT WOULD BE NICE IF THE ROUTES WERE MORE EASY TO UNDERSTAND ON THE MAPS TO REQUIRE FEWER QUESTIONS	Better Signage
NO SIGN SAYING THIS IS NAME OF STATION	Better Signage
YOUR COMMENT LOCATION ON SUN MAP WOULD BE HELPFUL TO SOMEONE NOT FAMILIAR WITH THE TOWN	Better Signage
POOR SIGNAGE FROM HIGH SCHOOL NO SCHEDULE-WALK FROM SCHOOL TO BUS	Better Signage
BETTER REAL TIME AMVOL INK WOULD BE GOOD SOMETIMES BUSES LEAVE EARLIER	Better Signage/Extended Service
PLACE TO PUT SKI OR SNOWBOARD EQUIPMENT	Bus Amenities Request
WIFI PLEASE	Bus Amenities Request
SKI RATES ON OUTSIDE OF BUS PC-K5-DIRECT (PEAK HOURS) FAT TIRE 4' BIKE RACKS	Bus Amenities Request
NEED A PLACE TO PUT SKI EQUIPMENT	Bus Amenities Request
SKI RACKS	Bus Amenities Request
ME GUSTARIA QUE TODOS LOS BUSES TENGON WIFI	Bus Amenities Request
HAND WARMERS OR HEATERS ON BUS STOPS PLEASE	Bus Amenities Request
BETTER LOST & FOUND SYSTEM-ONE PERSON IN OUR GROUP FORGET HIS HELMET/GLOVES AND EXTRA SKI PANTS ON THE BUS FROM DV TO PC-WE CALLED CONTINUOUSLY TO SEE IF SOMEONE HAD TURNED IT IN NO LUCK-WE HAD TO BUY ALL NEW EQUIPMENT	Bus Amenities Request

WE FINALLY GOT IT BACK ONE YEAR LATER	
MORE ROOM FOR MOUNTAIN BIKES/RUN #5 YELLOW YEAR ROUND-BUY MORE ELECTRIC BUSES	Bus Amenities Request
OUTSIDE RACKS FOR EQUIPMENT WOULD BE WONDERFUL	Bus Amenities Request
RACKS FOR SKIS/BOARDS ON OUTSIDE OF BUS	Bus Amenities Request
RACKS FOR SKIS DURING SEASON ON OUTSIDE OF BUS	Bus Amenities Request
PLAY SKI/BIKE VIDEOS ON MONITORS	Bus Amenities Request
MORE AMENITY FOR VISITORS. DRIVERS ARE VERY FRIENDLY & HELPFUL	Bus Amenities Request
1)SKI/SNOWBOARD RACKS ON WHITE & LIME BUSES 2)ABILITY TO SET UP APP TO SHOW MORE THAN ONE BUS ROUTE ON SCREEN	Bus Amenities Request
MORE ELECTRIC BUSES	Bus Amenities Request
OUTSIDE SKI RACKS	Bus Amenities Request
BETTER WI-FI ON ALL BUSES	Bus Amenities Request
THE BUSES NEED MORE EFFICIENT HEATING	Bus Amenities Request
OPE BUT IT WOULD BE COOL IF THE SCREENS ON THE BUS PLAYED MOVIES	Bus Amenities Request
ADDITIONAL BIKE RACKS IN FRONT OF ON BACK OF THE 4 & 9	Bus Amenities Request
MORE BIKES	Bus Amenities Request
BIKE RACKS & THEIR IMPROVEMENTS ARE GREAT BUT STILL DETERED @DV BECAUSE THEY ARE OFTEN FULL BUS/SHUTTLE TO GUARDSMANS	Bus Amenities Request
UP GRADGE BIKE RACKS OR SOME BUSES THAT DON'T FOR MTB WHEELS-INCREASE DV SERVICE	Bus Amenities Request
MORE SPACE FOR BIKES-PLEASE	Bus Amenities Request
MORE SPOTS FOR BIKES	Bus Amenities Request
MORE ROOM FOR BIKES	Bus Amenities Request
MORE BIKES ON BUSES WIDER TRAYS FOR BIGGER TIRES	Bus Amenities Request
IMPRESSIVE TRANSIT SERVICES-MORE BIKE RACKS DESIGNED FOR WIDER TIRES	Bus Amenities Request
SKI FRIENDLY IMPROVEMENTS PLEASE MOUNTAIN BIKE SERVICE TO ROYAL	Bus Amenities Request
IN THE WINTER PUT SKI RACKS ON OUTSIDE OF BUS-MORE STOPS	Bus Amenities Request
I HAVE FAT TIRES ON MY BIKE & WOULD LIKE TO USE IT ON THE BUS MORE-BUT I KNOW I COULD GET TURNED AWAY IF THE DRIVERS WISHES	Bus Amenities Request
MORE BIKE RACKS	Bus Amenities Request
ALLOW DOGS TO BE ON BUSES PLEASE	Bus Amenities Request
LARGER BIKE RACKS	Bus Amenities Request
TOO MANY BUSES BREAK DOWN	Bus Amenities Request
ALLOW DOGS ON BUSES	Bus Amenities Request
MORE BIKE RACKS-MORE STOPS IN PINEBROOK-JERMEY-SUMMIT-SILVER SUMMIT	Bus Amenities Request
WIFI IN EACH BUS PLEASE-THE DRIVER AT SUNDAY EARLY IN THE MORNING IS TOO RUDE HE YELLS EVERYONE	Bus Amenities Request/Bus Driver Complaint

SKI RACKS OUTSIDE OF BUS & DRIVER MAKE ANNOUNCEMENT OF OUTBOUND/INBOUND FOR LIME BUSO SKIERS/BORDERS DON'T GET ON IF CANYONS GOING THE WRONG DIRECTION THANK YOU FOR LIME ROUTE CHANGE & FREQUENCY IT HAS BEEN VERY HELPFUL	Bus Amenities Request/Positive Feedback
SKI VIDEOS ON MONITORS. MEADOWS DRIVE LOOP WOULD BE GREAT!!	Bus Amenities Request/Service Change Request
SOME DRIVERS WOULD BE NICER WITH PEOPLE	Bus Driver Complaint
DRIVER CHANGES SHOULD BE SMOOTHER & FASTER	Bus Driver Complaint
DRIVERS HIT BRAKES TOO HARD CAUSING PEOPLE TO ROCK FORWARD AND BACKWARDS GETTING NAUSEATED-ALSO THEY SHOULD ALWAYS LOWER STEPS	Bus Driver Complaint
VERALL GOOD-DRIVERS SHOULD MAKE MORE EFFORT TO LOOK IN THEIR REAR VIEW MIRRORS FOR PEOPLE RUNNING TO CATCH BUS OR JUST BETTER AWARENESS	Bus Driver Complaint
BUS DRIVERS ARE ALL NICE EXCEPT FOR ONE LADY	Bus Driver Complaint
DRIVERS NEED TO WAIT UNTIL SEATED TO START-REMOVE (???) AT BOARDING STOPS	Bus Driver Complaint
RODE THE RED BUS-WHITE MALE BUS DRIVER WITH A WHITE BEARD DROVE RECKLESS AND BLEW BY US AT STOP-CARELESS DRIVING	Bus Driver Complaint
OLDER WHITE MALE/BEARD WAS VERY RECKLESS & RUDE ON MULTIPLE OCCASIONS-LATE DROVE PAST US TURNED ABRUPTLY & RAN MULTIPLE RED LIGHTS	Bus Driver Complaint
THE DRIVER OF THE RED BUS IS AN ASS	Bus Driver Complaint
IS A LATIN GUY IN THE MRNING SHIFT WEARS GLASSES HE IS VERY RUDE WITH PEOPLE ALWAYS LATE-USUALLY ROUTE 6 LIME BUS AT 6:33 KIMBALL	Bus Driver Complaint
HARD FOR 1ST TIMERS NOT KNOWING WHERE TO TRANSFER OR IF NEEDED. BUS DRIVERS SEEM TO GET OVERWHELMED WITH QUESTIONS	Bus Driver Complaint
IN SUNDOWN THE BUS STOP WAS MOVED TO THE PARK CITY HIGH SCHOOL BUT SOME DRIVER DID NOT TAKE IT AND GO FOR THE SHELLPLER SO WE AND A LOT OF PEOPLE LOST THE BUS	Bus Driver Complaint
BEST WHEN BUS DRIVER SPEAKS FLUENT ENGLISH	Bus Driver Complaint
NOT ALL BUT SOME DRIVERS ARE RUDE. ALSO GET RID OF STEREO MUSIC PLAYING CAPABILITY OF DRIVERS. THEIR LOUD MUSIC DISTURBS.	Bus Driver Complaint
WOULD BE NICE IF THEY DIDN'T PASS YOU 3 OUT OF 5 TIMES @POLICE STATION STOP	Bus Driver Complaint
NOT SAYING EVERYONE BUT THERE IS SOME RUDE DRIVERS IN ROUTE 1 RED & 2 GREEN	Bus Driver Complaint
SOME BUS DRIVERS NEED TO BE MORE POLITE-THEY NEED TO WAIT TO TAKE OFF UNTIL YOU HAVE SAT DOWN-ALSO WE WERE PASSED UP BY DRIVERS AT A STOP FOR NOT BEING RIGHT AT THE SIGN	Bus Driver Complaint

(ONLY A FEW FEET AWAY) HE NOT WAIT-45 MINS FOR NEXT BUS	
BUSES SHOULD NOT CLOSE THE DOOR RAPIDLY BEFORE WE GET SEATED OR EVERYONE IS ON THE BUS-MORE FRIENDLY	Bus Driver Complaint
THE BUS DRIVERS THROW THE RIDERS AROUND ALOT	Bus Driver Complaint
THE CURRENT DRIVER OF 10 WHITE BUS #694 @ 18:50 IS ALWAYS EXTREMELY RUDE-MADE A CALL THIS WEEK ABOUT IT ALL	Bus Driver Complaint
DRIVERS TO PAY MORE ATTENTION IN DARK BUS STOPS ESPECIALLY BY SILVER SPRINGS ARE	Bus Driver Complaint
ADD A STOP @ SMITHS	Bus Stop Request
131 MORE STOP FOR THE WHITE BUS NEAR THE TRANSIT TRANSFE (DEER VALLEY DRIVE)	Bus Stop Request
SOME OF THE STOPS ARE VERY ICY	Bus Stop Request
SOME OF THE STOPS NEED A SHELTER	Bus Stop Request
CLEAR A PATH AT THE BUS STOP TO MAKE IT EASIER TO GET ON & OFF THE BUS RATHER THAN TRYING TO NEGOTIATE A HUGE SNOW MOUND. NOT SAFE	Bus Stop Request
WOULD LIKE TO SEE MORE SHELTERS COVERED	Bus Stop Request
MORE & BETTER PARKING AT BUS STOPS	Bus Stop Request
SOME STOPS COULD USE SHADE VERY LITTLE OTHERWISE	Bus Stop Request
COVERED BUS STOPS IN WINTER	Bus Stop Request
BETTER BUS STOPS AND MORE RELIABLE SCHEDULE	Bus Stop Request
PLEASE CHOKERS TAKE CARE OF THE BUS BUS STOPS BECAUSE WEGO DEGREE TO ME IN THE PARADES BECAUSE THEY DO NOT SELL ME STEMPRE I HAVE PROBLEM IN THAT PARADE THAT IS THE	Bus Stop Request
BETTER AMPS AT STATIONS	Bus Stop Request
LOVE THE BUS SYSTEM-A LITTLE MORE STOPS FROM CANYONS TO PC TRANSIT CENTER WOULD BE GREAT	Bus Stop Request/Positive Feedback
PLEASE MAKE WHITE ELECTRIC LINE DIRECT FROM PINEBROOK PARK & RIDE TO OTC OR IDEALLY SNOWPARK-ENCLOSE YOUR BUS STOPS FOR THE COLD	Bus Stop Request/Service Change Request
YES.PLEASE ADD MORE 902 ROUTES INCLUDING MID-DAY AND LATER EVENING THAT SYNC W/FRONT RUNNER-AND WEEKENDS YEAR ROUND	Extended Service
HAVING A LATER SCHEDULE IN SILVER LAKE VILLAGE SINCE MAJORITY OF THE WORKERS ARE SEASONAL-MOST OF US DON'T HAVE A CAR & WE RELY ON BUSES MOST OF THE TIME	Extended Service
PUT NIGHTLY ROUTE LATER	Extended Service
LATER BUS TO JEREMY RANCH 11 PM - 12 PM	Extended Service
I WANT TO VERY EARLY BUS IN MORNING LIKE 5 AM	Extended Service
LATER SERVICE IN THE SUMMER PLEASE	Extended Service
ONE LATTER TIME IN BLACK-10 AM AND ONE EARLIER THAN BLACK-12-1 LEAVING 12	Extended Service
APPRECIATE DRIVERS ATTITUDES HOPE TO GET SERVICE TO HIDEOUT AREA	Extended Service
IT WILL BE NICE IF ALL THE ROUTES CONTINUE ALL YEAR ROUND-WOULD BE REALLY HELPFUL	Extended Service

NEED 2:30 AM CITY WIDE AND WEEKENDS	Extended Service
BETTER TO PUT BUS SERVICE IN NOONTIME & BEFORE MIDNIGHT	Extended Service
A SERVICE WOULD BE PERFECT AT NIGHT TO KAMAS IN SUMMER AT 10:00 PM AND IN WINTER AT 11:00 PM	Extended Service
LATER TRIP FROM SILVER ALKE GOING TO MAIN STREET. BECAUSE WHEN I GET OFF WORK LATE I HAVE NO CHOICE BUT TO TAKE UBER OR LYFT	Extended Service
CRCO NEEDS A BUS THAT GOES THROUGH FRESH MARKET MORE EARLY IN THE MURANA	Extended Service
MORE EARLIER BUS ESPECIALLY ON SLOW SEASON RED-LIME AS WELL	Extended Service
DIRECT TO MOUNTAIN LATER TRIPS	Extended Service
6 LIME SHOULD (?) THE 902 ARRIVALS/DEPARTURES TO STAY AND WAIT A FEW MINUTES FOR SLIGHT DELAYS NEED A LATE SLC-PC BUS LIKE 8:40PM OR 9PM	Extended Service
I WORK AT MONTAGE & BUSES UP & DOWN THE MOUNTAIN FOR LATER TIMES WOULD BE AWESOME FOR MYSELF & J1'S	Extended Service
IF NO. 9 BUS HAVE MORE LATE TIME-THAT WILL BE GOOD	Extended Service
IF THE BUS NO 9 HAS MUCH TIME THAT'LL BE BETTER	Extended Service
IT WILL BE PERFECT IF A PURPLE BUS WILL HAVE AT 5:00-5:10 A RIDE	Extended Service
LATER LAST BUS TO EMPIRE	Extended Service
IT WOULD BE REALLY GREAT IF BUSES RAN TO/FROM SILVER LAKE IN SUMMER EVENINGS LIKE IT DOES IN WINTER	Extended Service
MORE TRIPS FOR ORANGE BUS LIKE 7AM UNTIL 7PM	Extended Service
ROUTE 4 EARLIER BUS SERVICE PLEASE	Extended Service
THE BUSES SHOULD STOP AT LEAST BY 2 PM BECAUSE OF PEOPLE WORKING AT MAIN ST (LATE NIGHT)	Extended Service
I WISH 9 BUS CAN WORK UNTIL 10PM NOT JUST 4 PM	Extended Service
LATER BUS SERVICE IS THE MOST IMPORTANT IMPROVEMENT FOR ME	Extended Service
BLACK NIGHT BUS FOR PEOPLE WHO WORK AT NIGHT	Extended Service
I WOULD REALLY FIND IT VERY USEFUL IF THIS BUS HAD A LATER SERVICE	Extended Service
YES THE BUSES SHOULD OPERATE 10:00 PM AT LEAST FROM MAIN ST TO EMPIRE CANYON-THANK IN ADVANCE	Extended Service
BUSES LATER IN THE MORNING & EVENING BUS LANE 01 248	Extended Service
LATER BUS SERVICE ON WEEKENDS PC-SLC ON WEEKENDS	Extended Service
EARLIER BUS SCHEDULE WOULD BE APPRECIATED SINCE SOME WORKERS STARTS AT 7AM	Extended Service
PROVIDE SERVICE OF 9 PURPLE LONGER THAN TILL 5 PM	Extended Service
ORANGE BUS W/EVENING HRS IN SUMMER PLEASE	Extended Service
I WOULD LIKE NUMBER 4 ORANGE TO START EARLIER AND TO GO LATER	Extended Service
TO START RUNNING AT 6 AM # 7 MORE	Extended Service
IN WEEKENDS THE BUS CAN BE UNTIL 3AM	Extended Service

EXTENDED HOURS UNTIL SIX FOR PURPLE 9	Extended Service
HOPEFULLY MORE BUS SERVICE AND DO LATER OR EVENING SERVICE ALSO FOR THIS 9 PURPLE BUS	Extended Service
I WOULD LIKE THE 9 PURPLE TO HAVE LATER SERVICE 7AM-10PM	Extended Service
SERVICE SHOULD BE ALSO LATER THAN 12 AM	Extended Service
IN WEEKENDS CAN BE USEFUL TO HAVE BUS SERVICE LATER THAN JUST 12:30	Extended Service
SILVER LAKE BUS SHOULD START EARLY	Extended Service
MORE CONNECTING SERVICES LIKE THE KIMBALL CAN RUN LATER	Extended Service
IF THEY CAN IMPROVE THE BUS EARLIER BUS	Extended Service
IT WILL BE NICE TO HAVE BUSES THAT ARE RUNNING TO DEER VALLEY EASILY IN THE MORNING AND LATE AT NIGHT-MANY PEOPLE ARE WORKING THESE AND WE NEED A WAY TO GET TO AND GET OFF WORK	Extended Service
I HAVE A HARD TIME GETTING TO 7AM SHIFTS BECAUSE THE BUS DOESN'T START VERY EARLY	Extended Service
MORE FRIENDLY TO BIKES IN SUMMER. BETTER CONNECTION PINK LIME.MORE ON TIME IN AFTERNOON.	Extended Service/Positive Feedback
I WOULD LOVE IF THE 8 BROWN WOULD PASS MORE FREQUENTLY-I REALLY APPRECIATE THE BUS SERVICE	Frequency
6 LIME IS AWESOME-IF 7 PINK RAN MORE FREQ THAT WOULD BE GREAT	Frequency
MORE FREQUENT BUSES AT THE CLOSING TIMES OF SLOPES	Frequency
THE TIMING ON THE BUSES ARE NOT WELL TIMED SOMETIMES IF YOU HAVE A LOT OF TRANSFERS IF I TAKE BUS 10 TO MAIN ST I USUALLY HAVE TO WAIT 20 MINS FOR BUS 9 SINCE WHEN I ARRIVE IN MAIN ST THE BUS 9 HAS JUST LEFT	Frequency
MORE BUSES NEEDED TO BE EXPRESSED	Frequency
BUS NEEDS TO BE MORE REGULAR DURING BUSY TIMES LIKE WORLD CHAMPIONSHIPS, ETC	Frequency
NEED MORE TIMES ON THE 11 BLACK-ONE AT 10;17 AND 12;17 ALSO ADD STOPS IN FRANCIS AND WOODLAND	Frequency
THE ORANGE BUS NEEDS MORE FREQUENT	Frequency
ADD MORE BUSES TO DEER MOUNTAIN/K	Frequency
OULD USE MORE FREQUENCY FOR THE 4 ORANGE IT IS ALSO ALWAYS LATE WHEN IT'S BUSY- IT ALWAYS GETS STUCK AT PCMR	Frequency
RED BUS SHOULD BE MORE FREQUENT	Frequency
PARK CITY NEED BETTER CONNECTION MORE FREQUENTLY	Frequency
I WOULD APPRECIATE IF THE 7 PINK HAD MORE FREQUENT RIDES TO AND FROM AROUND SUMMIT	Frequency
MORE FREQUENT BUS SERVICE IS NECESSARY IN A LOT OF CASES WE NEED MORE BUSES TO 1 RED	Frequency
MORE FREQUENT BUSES 4 ORANGE-II WOULD BE GREAT IF THE BUS RIDGE GO BEFORE 8 ALSO AFTER 6	Frequency
NEED MORE BUSES DURING HIGH TRAFFIC	Frequency
BUS OUT THROUGH ? CREEK MORE FREQUENT	Frequency

SOME DRIVER NOT FRIENDLY AND NEED FEW IMPROVEMENTS FOR THE ARRIVAL OF THE BUS	Frequency/Bus Driver Complaint
PROVIDE BUS STOPS WITH SHELTERS-TRY TO HAVE AT LEAST BUSES EVERY 15-20 MIN	Frequency/Bus Stop Request
INCREASE AND LATER SHUTTLES TO MONTAGE IN SUMMER ALLOW BIKES	Frequency/Extended Service
TO DEVIATE TRAFFIC ON 248 HAVE MORE FREQUENT BUSES AND A BUS LANE WITH A PARKING AREA	Frequency/Increase Parking
RED BUS ROUTE IS A JOKE	Frequency/Reliability
MORE BUS TIME ON 11 TO KANAS ONE EARLIER AND LATER AND A BUS STOP IN FRANCIS AND WOODLAND	Frequency/Reliability
NEED MORE FREQUENT WINTER ROUTES-THE BUS GETS TOO FAR BEHIND AND I CAN'T COUNT ON IT FOR WORK SCHEDULE-NOT ALL ROUTES NEED TO GO TO PCMC BASE	Frequency/Reliability
BETTER SIGNAGE WITH DIRECTIONAL INFORMATION-INBOUND/OUTBOUND DESTINATIONS	Improve Signage
MORE DESCRIPTIVE SIGNAGE-SOMETIMES THE SIGNAGE IS WRONG	Improve Signage
I FOUND IT UNCLEAR WHAT BUS TO GET ON TO GET WHERE I WAS GOING BUT THE DRIVER WAS HELPFUL LETTING ME KNOW WHERE TO GO	Improve Signage
ONE THAT WOULD TAKE YOU DIRECTLY TO RESORT-BETTER UNDERSTANDING OF WHERE EACH BUS GOES FOR OUT OF TOWN PEOPLE	Improve Signage
WISH BUS PROVIDED UP COMING STOP INFO LIKE SOME OTHER SYSTEMS THIS HELPS NEW RIDERS	Improve Signage
I MISS THE SIGNS AT THE STOPS THAT TOLD ARRIVAL TIMES!	Improve Signage
PUT ROUTE MAPS AT EVERY BUS STOP (OR AT LEAST AT PC MT BASE STOP. FIX DIGITAL ARRIVAL BOARD AT PC MT BASE. DRIVERS ARE VERY HELPFUL	Improve Signage/Positive Feedback
COULDN'T FIND APP (MY STOP) ON ANDROID PHONE	Mobile App Complaint
JUST IMPROVE THE APP I AM A LOYAL RIDER	Mobile App Complaint
AROUND 4 PM THE APP STOPS WORKING WITH THE LOCATION OF THE YELLOW LINE	Mobile App Complaint
REAL TIME BUS INFO ON THE APP THANKS	Mobile App Complaint
USED THE TEXT FUNCTION A LOT BEFORE IT WENT AWAY	Mobile App Complaint
SOMETIMES THE LOCATION OF THE BUSES IS NOT UPDATED. THANK YOU!	Mobile App Complaint
APP WITH ARRIVE/DEPARTURE TIMES WOULD BE USE A TABLET	Mobile App Complaint
REAL-TIME APP INFO	Mobile App Complaint
CAN'T FIGURE OUT THE APP	Mobile App Complaint
THE APP NEEDS TO HAVE A BETTER OVERALL MAP SO IT WOULD BE EASIER TO TELL HOW TO GET FROM 1 PLACE TO ANOTHER	Mobile App Complaint
MORE IMPROVEMENT IN MY STOP APP	Mobile App Complaint
FOR THE APP A GOOD FEATURE WOULD BE ENTERING AN ADDRESS AND IT TELLING WHICH BUS TO TAKE	Mobile App Complaint
WIFE COULD NOT FIND TIME ON APP	Mobile App Complaint

I FOUND THE APP A LITTLE CONFUSING BUT YOUR SYSTEM OVERALL IS GREAT-LOVE THE ELECTRIC	Mobile App Complaint/Positive Feedback
AM CITY WIDE HAS BEEN GREAT FOR ME & OTHER STAFF AT RESORTS-THANK YOU & PLEASE CONTINUE IT-IF IT WAS 5 MINTUES EARLIER WOULD BE EVEN BETTER-IF THERE WAS A WAY ON APP TO NOTIFY IF BUS WAS NOT RUNNING OR HAD BROKEN DOWN SO COULD MAKE ALTERNATIVE ARRANGEMENTS SO NOT LATE TO WORK	Mobile App Complaint/Positive Feedback
I AM VERY PLEASED & GRATEFUL FOR PCTS-YOU ALL DO A GREAT JOB-BEST TRANSIT SYSTEM-LESS CONGESTION THANKS	Positive Feedback
THANK YOU FOR PROVIDING FREE TRANSPORTATION I AM A SINGLE MOTHER WITH TWO DAUGHTERS AND IT HELPS ME A LOT OF TRANSPORTATION THANKS	Positive Feedback
EXCELENT SERVICE-THIS IS ONE OF THE REASON WE COME EACH YEAR TO PARK CITY-IT'S BUS SERVICE	Positive Feedback
GOOD SERVICE. THANK YOU	Positive Feedback
THE BUSES ARE GREAT-THE TRANSIT SYSTEM HAS COME A LONG WAY IN THE 7 YEARS THAT I HAVE BEEN A PATRON-I'M A BIG FAN OF ALL OF THE IMPROVEMENTS	Positive Feedback
PARK CITY BUS IS SO HELPFUL AND ALL THE DRIVERS IS SO KIND	Positive Feedback
IT WAS A LIKE TO ANSWER THIS QUESTIONS THANKS	Positive Feedback
NO IS OK I'M SO GREATFUL FOR THESE BUSES TO TAKE ME TO AND FROM WORK-APPRECIATE IT ALOT-GREAT JOB	Positive Feedback
WORKING IN PARK CITY JUST FOR THE WINTER SEASONS-THANK YOU ALL FOR YOUR WONDERFUL SERVICE	Positive Feedback
I LIKE HOW IT IS FREE-I LIKE HOW IT IS EASY TO USE	Positive Feedback
YOU ARE PROVIDING A GREAT SERVCE-AS A TEACHER I NEED TO BE AT SCHOOL BEFORE 7;45-WINTER SEASON SCHEDULE IS GREAT	Positive Feedback
GOOD DRIVERS-THEY ARE SO KIND-GOOD SERVICE	Positive Feedback
I DO ENJOY RIDING THESE BUSES I HAVE MET SOME WONDERFUL DRIVERS IT WAS A GREAT EXPERIENCE	Positive Feedback
CAME TO VISIT FRIENDS IN SUMMIT PARK LOVE THE SERVICE SHE DROPS ME OFF ON WAY TO WORK AT 890 SKI FOR THE DAY	Positive Feedback
LIKE THE AVAILABILITY OF BUSES	Positive Feedback
YOU HAVE FRIENDLY AND PROFESSIONAL DRIVERS	Positive Feedback
LOVE THE BUS SYSTEM IN PARK CITY	Positive Feedback
GREAT SERVICE	Positive Feedback
I ENJOY THE GOOD BUS SERVICE	Positive Feedback
I APPRECIATE THE PC TRANSIT SERVICE	Positive Feedback
FIRST TIME VISITOR TO PC LOVE THE BUS SYSTEM MEANS I DID NOT RENT A CAR-I MEET PEOPLE MORE ECO FRIENDLY APPRECIATE THE BUS SERVICE	Positive Feedback
APPRECIATE THE SERVICE ESPECIALLY ON SNOWY DAYS	Positive Feedback
LOVE THE BUS SYSTEM	Positive Feedback
GREAT EXPERIENCE	Positive Feedback

EXCELLENT SERVICE-GREAT GREEN DISCIPLINE WITH BUSES	Positive Feedback
IT IS VERY HELPFUL HAVING FREE PUBLIC TRANSPORTATION-THANK YOU	Positive Feedback
IT'S VERY USEFULL THAT THE RIDES ARE FREE-ESPECIALLY FOR PEOPLE LIKE ME WHO TAKE 3 BUSES EVERY DAY TO GET TO WORK-SO THANK YOU	Positive Feedback
DIAL N RIDE & DO THE ADMINIST PEOPLE (CASEY) DO A FANTASTIC JOB THEY ALL ANSWER ANY QUESTIONS & ADDRESS MY NEEDS. BEST BUS DRIVERS DO THEM ARE PLEASANT DO SAME.	Positive Feedback
GREAT SERVICE-MAPS ARE CLEAR	Positive Feedback
AWESOME PULBIC TRANSPORTATION & IT'S FREE	Positive Feedback
I CURRENTLY LIVE IN CHICAGO & AM VERY IMPRESSED WITH THE CLEANLINESS & TIMELINESS AND COMFORT OF PARK CITY TRANSIT AND WAS VERY SURPRISED THAT IT IS FREE	Positive Feedback
NOT REALLY AT THIS TIME-BEING A NEW RIDER I AM TOO MUCH OF A NEWPLYTE TO COGENTLY COMMENT	Positive Feedback
MY NAME IS TIMOTHY JAMES VAUGHN I AM FROM SAN ANTONIO TX I APPRECIATE YOU METRO SERVICE	Positive Feedback
WE HAVE THOROUGHLY ENJOYED USING THE BUS SYSTEM-DRIVERS ARE EXTREMELY COURTEOUS & FREINDLY	Positive Feedback
GREAT JOB-THANK YOU	Positive Feedback
THANK YOU FOR THE MANY YEAR OF GREAT SERVICE	Positive Feedback
THANKS SO MUCH FOR A GREAT RIDE	Positive Feedback
LOVE THE WEBSTER/THAYNES	Positive Feedback
USES ARE AWESOME	Positive Feedback
THIS IS A GREAT SERVICE	Positive Feedback
EXCELLENT SERVICE UNPARALLED ELSEWHERE	Positive Feedback
DRIVERS ARE FANTASTIC & VERY HELPFULL	Positive Feedback
LOVE THE BUSES AND THE COURTEOUS DRIVERS	Positive Feedback
EXCELLENT SERVICE	Positive Feedback
FAST FRIENDLY SERVICE-EASY TO GET AROUND	Positive Feedback
LOVE THE APP-BEAVER CREEK CO TRANSIT HAS SKI RACKS IN BACK OF SHUTTLE & YOU CAN CALL A SHUTTLE TO AN ADDRESS FROM THE APP W/ETA FEEDBACK	Positive Feedback
ALL SEEMS GOOD	Positive Feedback
GREAT BUS SERVICE-HAVE BEEN COMING HERE FOR YEARS	Positive Feedback
I AM BLOWN AWAY BY THE QUALITY OF YOUR TRANSIT SYSTEM-YOU ARE A ROLE MODEL TO OTHER MUNICIPALITIES. THANK YOU STORAGE FOR SKI GEAR	Positive Feedback
LOVE THE FREE BUSES-IT'S WHY WE DIDN'T RENT A CAR-DRIVERS ARE GREAT	Positive Feedback
IT IS REALLY GREAT THAT THE #10 IS ELECTRIC-IT DRIVES GREAT & IS SO GREAT FOR THE ENVIRONMENT	Positive Feedback
SERVICES SEEM PRETTY GOOD NOT AWARE OF COST OR WHERE THE \$ COMES FROM TO SUPPORT	Positive Feedback
I WANT CONGRATULATE THE BUSES-IT'S ALWAYS BEEN AN	Positive Feedback

EXCELLENT SERVICE IN ALL WAYS	
EXCELLENT SERVICE	Positive Feedback
THIS IS OUR FIRST EXPERIENCE WITH PC TRANSIT VISITING FOR SPRING BREAK FAMILY VACATION & WE ARE SUPER IMPRESSED AT EASE OF THE SYSTEM	Positive Feedback
LOVE THE SERVICE-HAS MADE OUR VACATION VERY ENJOYABLE	Positive Feedback
GREAT BUS SERVICE VERY CONVENIENT FOR SKIERS	Positive Feedback
OVERALL EXCELLENT SERVICE JUST WISH YOU WENT TO A FEW MORE AREAS	Positive Feedback
THE CURRENT SERVICE TO KIMBALL JCT ROCKS KEEP UP THE GREAT WORK	Positive Feedback
THANKS	Positive Feedback
FOR ME YOUR TRANSPORT SERVICE IS VERY GOOD THANK YOU	Positive Feedback
I LOVE THE APP VERY USEFUL	Positive Feedback
THANK YOU VERY MUCH FOR THIS AMAZING SERVICE-IT MADE MY TIME HERE MUCH BETTER DON'T CLOSE ST MARY'S STOP DURING SUNDANCE PLEASE-I GOT STRANDED	Positive Feedback
REALLY NICE CLEAN TROLLEY THANK YOU	Positive Feedback
GOOD TRATS OF THE DRIVERS. ALWAYS DISPISTOR TO HELP	Positive Feedback
NO THANK YOU	Positive Feedback
GOOD SERVICE	Positive Feedback
GREAT BUS	Positive Feedback
VERY HELPFUL-CONVENIENT TRANSPORTING TO PLACES THANK YOU PARK CITY TRANSIT-GREAT WINTER	Positive Feedback
KEEP PARK CITY TRANSIT OPERATION THIS IS VERY USEFUL	Positive Feedback
EXCELLENT SERVICE THANK YOU	Positive Feedback
THE BUS IS GREAT	Positive Feedback
LOVE THE SERVICE	Positive Feedback
NOPE BUS IS FREE SO NO COMPLAIN	Positive Feedback
LOVE THE LIME BUS!	Positive Feedback
LIME ROUTE GREAT! USED IT 95% OF WINTER ONLY 5% CAR	Positive Feedback
WE LOVE IT!	Positive Feedback
VERY USEFUL SERVICE	Positive Feedback
THANKS FOR ALL	Positive Feedback
I LOVE YOUR SERVICE THANK YOU SO MUCH!	Positive Feedback
GREAT SERVICE! THANK YOU!	Positive Feedback
KEEP UP THE GREAT WORK	Positive Feedback
THANK YOU FOR THE SERVICE!	Positive Feedback
THIS BUS SERVICE IS GREAT AND MAKES THE TOWN VERY ACCESABLE	Positive Feedback
GREAT SERVICE SO FAR!	Positive Feedback
GREAT BUS SERVICE GREAT EMPLOYEES	Positive Feedback
GREAT JOB! EASY REALIBEBLE & DRIVERS VERY FRIENDLY.LEFT BACKPACK ON THE BUS & GET IT BACK THE NEXT DAY	Positive Feedback
LOVE THAT IT IS FREE	Positive Feedback
ALL GOOD	Positive Feedback

NO	Positive Feedback
GREAT SERVICE!	Positive Feedback
BUS SERVICE HAS BEEN EXCELLENT. FAST FRIENDLY SERVICE	Positive Feedback
LOVE IT	Positive Feedback
GOOD SERVICE	Positive Feedback
KUDOS TO PARK CITY LOCAL GOVERNMENT FOR MAKING THIS FREE TRANSPORTATION FOR EVERYONE ITS A BIG HELP	Positive Feedback
YOU USE TO HAVE DIRECT RIDE TO TRANSIT FORM PROSPECTOR SQ ON A LINE BUS.THAT WAS GREAT FOR WORKERS WHO NEED TO TRANSFER AT P.C. TRANSIT CENTER	Positive Feedback
THE BUS DRIVERS ARE REALLY NICE. THEY ARE VERY PATIENT	Positive Feedback
NO BUS DRIVER ARE REALLY NICE	Positive Feedback
VERY GREAT SYSTEM	Positive Feedback
WE LOVE THE BUSES-KEEP THEM GOING!	Positive Feedback
BEST BUS SERVICE I HAVE TAKEN IN ANY CITY! I LIVE IN BOSTON I TAKE PUBLIC TRANSIT FREQUENTLY AND THIS IS MUCH BETTER!	Positive Feedback
LOVE ALL THE PUBLIC TRANSIT SYSTEM IN PARK CITY	Positive Feedback
BUS DRIVER WAS FRIENDLY	Positive Feedback
LOVE TROLLEY	Positive Feedback
YOU GUYS ARE AWESOME DRIVES SHOULD BE ALLOWED TO ACCEPT TIPS (NOT DONATIONS ONLY)	Positive Feedback
NO PROBLEM	Positive Feedback
I CAN'T SAY ENOUGH GOOD THINGS ABOUT PC TRANSIT.I RIDE THE BUS MULTIPLE TIMES PER WEEK THROUGHOUT THE YEAR.AS A FULL TIME RESIDENT.I ENCOURAGE OTHER LOCALS TO DO THE SAME. THX KEEP UP THE GREAT WORK!	Positive Feedback
IT'S GREAT!	Positive Feedback
MEGASTA TO USE THE TRANSPORTATION IS VERY COMMON	Positive Feedback
BUS EMPLOYEES INTO TOWN	Positive Feedback
GOOD SERVICE OVER ALL!!	Positive Feedback
THANKS FOR THE GREAT BUS SERVICE	Positive Feedback
VERY USEFUL-THE CHOFEVRE ARE VERY (?) I LOVE PARK CITY	Positive Feedback
THANK YOU	Positive Feedback
EXC SERVICE	Positive Feedback
THE YELLOW BUS SERVICE IS EXCELLENT. BUS DRIVERS ARE REALLY NICE!! ALSO USE THE RED BUS AND IT'S NEVER BEEN ON TIME DURING THE WHOLE SEASON	Positive Feedback
THE TRANSPORTATION SERVIAO IS VERY GOOD, IT ALWAYS COMES IN TIME, LOCAL EASY MASSAGE OUR VISAYE AND THE DRIVERS / THEY ARE ALWAYS VERY AMAGIES	Positive Feedback
MUY BUENOS	Positive Feedback
I AM GREATFUL FOR THE KAMAS COMUTOR IT ENABLES ME TO TAKE MORE WORK IN KAMAS	Positive Feedback
THIS BUS SERVICE IS THE BEST	Positive Feedback
WILL MISS THE YELLOW BUS AFTER 4/7/19; IT IS ALWAYS ON TIME	Positive Feedback
ALL IN ALL I'M VERY GRATEFULE FOR THE BUS SYSTEM	Positive Feedback

SERVICE IS GREAT,KEEP THE GOOD WORK!MAYBE YOU SHOULD PUT A BUS ONLY FOR SKIERS/SNOWBOARDERS AS THEY SOMETIMES MAKE THE SERVICE SLOWER AND BOTHERS SOME PEOPLE WITH ALL THEIR EQUIPMENT	Positive Feedback
EXCELLENT TRANSPORTATION TOO	Positive Feedback
SO NICE TO HAVE A FREE SHUTTLE TO GET A ROUND. GREAT PARK OF VISITING	Positive Feedback
THIS BUS SYSTEM RODES IT IS THE GREATEST YOU CAN NOT IMPROVE IT	Positive Feedback
NO IMPROVEMENT NEEDED	Positive Feedback
APPRECIATE THE SERVICE/NO COST KEEPS MY CAR AFFORD	Positive Feedback
VERY CONVENIENT	Positive Feedback
KEEP UP THE GOOD WORK!	Positive Feedback
SUPPER CONVENIENT	Positive Feedback
GREAT PROGRAM FRIENDLY DRIVERS	Positive Feedback
LOVE THE FREE BUS!	Positive Feedback
THIS IS AN AMAZING SERVICE THANK YOU SO MUCH!	Positive Feedback
LOVE THE BUS	Positive Feedback
THANKS FOR THE RIDES	Positive Feedback
VERY GOOD	Positive Feedback
PARKING AND TRAFFIC IS SO POOR IN PC HAVE TO TAKE BUS TRANSIT	Positive Feedback
SO FAR SO GOOD! DRIVER WAS VERY NICE AND HELPFUL	Positive Feedback
PC TRANSIT IS THE BEST PUBLIC (AND FREE) TRANSIT SYSTEM I'VE EVER RIDDEN-CLEAN-ORGANIZED EFFECIENT-THANKS UTA	Positive Feedback
THANK YOU FOR YOUR SERVICE	Positive Feedback
NOT AT THE MOMENT	Positive Feedback
THIS IS MY FIRST TIME IN PARK CITY-I THINK THERE IS THE COOLEST PLACE BECAUSE OF THE FREE BUS RIDE-THIS BUS HAS REALLY MAKE ME ALOT OF SAVINGS-THANK YOU	Positive Feedback
12 FROM PC 9AM TO PC	Positive Feedback
I AM SATISFIED WITH PARK CITY BUS	Positive Feedback
I LIKE AND USE THE BUS VERY MUCH	Positive Feedback
THE BUS IS A LIFE SAVER IT ALLOWS ME TO GO MOST PLACES WHERE I WOULDN'T BE ABLE TO WALK TO	Positive Feedback
I LOVE WORKING IN PARK CITY	Positive Feedback
THANK YOU FOR THE BUS SERVICE	Positive Feedback
IT IS A GOOD SERVICE	Positive Feedback
I HAD AN EXCEPTIONAL EXPERIENCE HERE WITH THE TRANSIT SYSTEM-KEVIN-JAVIER & MURDOUGH WERE VERY SKILLED DRIVERS AS WELL AS JUST VERY KIND PEOPLE-THANK YOU	Positive Feedback
AS A VISITOR HAVING THE TRANSIT SYSTEM IS GREAT FOR GETTING AROUND	Positive Feedback
ENJOY THE BUS SERVICE-BUS DRIVERS WITH RARE EXCEPTION ARE COURTEOUS & HELPFUL	Positive Feedback
LOVE THE SERVICE KINKS BUT ITS FREE WHICH MAKES IT BETTER	Positive Feedback

THAN DRIVING & ULTRA CONVENIENT WHEN CAR IS BROKEN/IN SHOP	
VERY HELPFUL TO PEOPLE WITH LIMITED MOBILITY	Positive Feedback
TODE WELL	Positive Feedback
GREAT BUS SERVICE	Positive Feedback
LOVE THE BUS CLEAN-FREINDLY DRIVERS-FREQUENT TIMES-NEVER WAITING LONG	Positive Feedback
ALWAYS GOOD SERVICE	Positive Feedback
LOVE THE BUS-THANK YOU	Positive Feedback
LOVE YOUR SERVICE WE ARE FROM SCOTSDALE	Positive Feedback
WE LOVE THE BUSES-WE USE THEM MORE IN THE WINTER (14-20/WK) BUT PLEASE KEEP UP THE SUMMER WYATT EARP RED BUS	Positive Feedback
THE BUSES ARE GREAT BUT I'M A BIT SAD WITH THE NEW 7 PINK ROUTE	Positive Feedback
BEST PUBLIC BUS I HAVE EVER EXPERIENCED-THANK YOU BUS DRIVERS	Positive Feedback
I'M SATISFIED WITH BUSES	Positive Feedback
VISITOR-LOVE THE BUS	Positive Feedback
I APPRECIATE FREE BUSES IN PARK CITY-DRIVERS ARE ALWAYS NICE	Positive Feedback
VERY GOOD TRANSPORTATION SYSTEM	Positive Feedback
ENJOY USING THIS FANTASTIC SYSTEM GREAT DRIVERS	Positive Feedback
LOVE THE PUBLIC TRANSIT-IT WAS PART OF THE REASON WE BOUGHT OUR PROPERTY	Positive Feedback
GREAT SERVICE	Positive Feedback
FOUND THIS TRIP EASY TO TAKE-LOOKED AT MAP & BUS CAME QUICKLY	Positive Feedback
THIS WAS A VERY WELL THOUGHT OUT SURVEY. THANKS	Positive Feedback
GREAT JOB PC	Positive Feedback
WE LOVE YOUR FREE BUS SERVICE AND FRIENDLY HELPFUL DRIVERS	Positive Feedback
YOU DISCONTINUED SHUTTLE FROM HOME YARD-HARDSHIP FOR MAIN ST EMPLOYEES	Positive Feedback
IT'S AMAZING YOU PROVIDE RIDING THE BUS AS COMPLIMENTARY	Positive Feedback
GOOD SERVICE REALLY APPRECIATE FOR THIS	Positive Feedback
LOVELY STAFF GREAT SERVICE	Positive Feedback
NOPE-EVERYTHINGS GOOD	Positive Feedback
PC HAS BEST PUBLIC TRANSIT THAT I HAVE USED	Positive Feedback
GREAT WORK	Positive Feedback
PC TRANSIT IS AMAZING AND VERY EFFICIENT	Positive Feedback
LOVE THE BUS SERVICE-SO EASY OUR KIDS RIDE A LOT WHEN THEY DON'T WANT TO HIKE BACK UP-WISH OUR DOG COULD RIDE	Positive Feedback
VERY HELPFUL	Positive Feedback
1ST TIME TO PARK CITY-BUS WAS GREAT	Positive Feedback
VERY NICE	Positive Feedback
IT'S REALLY NICE THAT THE RIDES ARE FREE AND THE BUS HAS BEEN CLEAN	Positive Feedback
VERY FRIENDLY SERVICE THANK YOU	Positive Feedback

THANK YOU LOVELY SERVICE	Positive Feedback
WE ARE TOURIST AND HAVE BEEN VERY HAPPY WITH THE BUS-FREE FREQUENT AND FRIENDLY DRIVERS	Positive Feedback
THIE BUS IS VERY USEFUL AND THE DRIVERS ARE VERY FRIENDLY	Positive Feedback
BUS RIDES ARE ALWAYS COMFORTABLE DRIVERS ARE MOSTLY HELPFUL/FRIENDLY	Positive Feedback
POLISH T-1 SUMMER VISITOR-ENJOYING PC PALO WC TRANSPORT	Positive Feedback
NO-GREAT SERVICE	Positive Feedback
ENJOY RIDING AND MEETING PEOPLE	Positive Feedback
I LOVE THE TRANSIT SERVICE-VERY COMFORTABLE THERE IS NO REASON FOR BAD COMMENT-THANK YOU TRANSIT SERVICE	Positive Feedback
THANK FOR FREE RIDE-NEVER SAW SOMETHING LIKE THIS	Positive Feedback
EXCELLENT SERVICE-I AM FROM INDIA I LOVE THE WAY IT DELIVER THE BUSES-THANK YOU	Positive Feedback
THANKS-	Positive Feedback
I USE THE BUS INFREQUENTLY AS A MTN BIKE SHUTTLE	Positive Feedback
I LIKE THAT IS A FREE TRANSPORTATION 8	Positive Feedback
YOUR BUS SERVICE WAS CONVENIENT & EASY TO USE-THE DRIVERS WERE FRIENDLY AND HELPFUL	Positive Feedback
TANK YOU FOR THE FREE TRANSPORTATION	Positive Feedback
9 PUR-IS CRITICAL FOR MDV ASSOCIATES & AVID BIKERS	Positive Feedback
PARK CITY IS GOOD PLACE TO MAKE A FUN (?) YOUR FREE TIME- EXACTLY BECAUSE OUR IS QUITE OFTEN	Positive Feedback
THANK YOU FOR OPPORTUNITY TO USE PUBLIC TRANSPORTATION FOR FREE-IT WOULD BE MORE USEFULL IF LINE NUMBER 0 WOULD RIDE LATER ALSO BECAUSE A LOT OF PEOPLE ARE WORKING IN VALLEY	Positive Feedback
I AM VERY SATISFIED	Positive Feedback
THANKS FOR THE SURVEY	Positive Feedback
HAVE ENJOYED FREE BUS SERVICE-VERY EASY TO USE	Positive Feedback
LOVE THE BUS SERVICE-DRIVERS ARE ALWAYS INCREDIBLY FRIENDLY	Positive Feedback
LOVE THAT IT'S FREE	Positive Feedback
KEEP UP THE GOOD WORK	Positive Feedback
THANK YOU FOR YOUR FREE SERVICE-PC TRANSIT	Positive Feedback
PLEASE CONTINUE WITH THE BUS TO/FROM KAMAS-THE BUS IS A LIFESAVER FOR ME ESP IN THE WINTER-I WILL BE WORKING AT THE HOSPITAL SOON SO PLEASE CONTINUE THIS SERVICE-	Positive Feedback
WE LOVE PARK CITY TROLLYE-IT'S BEEN A HIGHLIGHT EVERY YR WE'VE COME (MORE THAN 25+ YRS NOW)	Positive Feedback
GREAT RIDE	Positive Feedback
LOVE THE TROLLEY DRIVERS	Positive Feedback
VERY NICE. THANK YOU	Positive Feedback
AWESOME TROLLYE	Positive Feedback
NICE PLACE-BEAUTIFUL	Positive Feedback
GREAT SERVICE FOR VISITORS	Positive Feedback
PARK CITY TRANSIT IS AMAZING-HI PARKER	Positive Feedback

GREAT TROLLEY	Positive Feedback
WE LOVE THE BUS SERVICE-ANY PLANS FOR SERVICE TO QUINN JCT OR SILVER CREEK COMMONS	Positive Feedback
GREAT SERVICE ESPECIALLY THAT ITS FREE	Positive Feedback
THANK YOU SO MUCH FOR ALL YOUR HARDWORK AND QUALITY SERVICE	Positive Feedback
VERY CONVENIENT SERVICE HAPPY TO USE THE BUS SO I DON'T HAVE TO FIND PARKING IN OLD TOWN	Positive Feedback
AWESOME SERVICE	Positive Feedback
VERY COMFORTABLE AND WE AVOIDED ALL THE PARKING HEADACHES	Positive Feedback
THANK YOU FOR YOUR SERVICE-LOVE YOU	Positive Feedback
EXCELLENT	Positive Feedback
GO VERY GOOD TIME	Positive Feedback
GOOD JOB	Positive Feedback
REALLY NICE-GREAT RIDE	Positive Feedback
LOVE FREE FOR US TOO MANY CARS IN PC	Positive Feedback
LOVE IT-BEEN RIDING FOR OVER 25 YEARS-PLEASE BRING BACK EXTERIOR SKI HOLDERS IN WINTER	Positive Feedback
WE LOVE THE BUS IT'S EASY AND FREE	Positive Feedback
GREAT DRIVERS	Positive Feedback
YOU ARE DOING A GREAT JOB GETTING PEOPLE AROUND	Positive Feedback
THANK YOU FOR THE FREE RIDES WHEN I NEED THEM	Positive Feedback
THANKS-MORE ELECTRIC BUSES	Positive Feedback
NICE SERVICE-GREAT DRIVERS	Positive Feedback
LOVE THE BUS SERVICE	Positive Feedback
MOSTLY USE IT FOR BIKING I THINK THE ABILITY TO USE BTHE BUS AS A SHUTTLE FOR ME MAKES PC SPECIAL	Positive Feedback
NONE SO FAR-GLAD THERE'S A CITY BUS AROUND TOWN-MAKES ME HELP TO SAVE MONEY RATHER THAN TAKING UBER/LYFT	Positive Feedback
THANK YOU ONLY FOR THE SERVICE IS VERY USEFUL THANKS	Positive Feedback
THANK YOU FOR THE SAFE TRAVEL-GOD BLESS YOU ALL	Positive Feedback
I TAKE THE BUS ALL THE TIME SO I DON'T HAVE TO PAY FOR PARKING	Positive Feedback
THANK YOU BUS DRIVERS	Positive Feedback
GREAT BUS SERVICE THANK YOU SO MUCH	Positive Feedback
THANKS FOR TAKING ME & MY BIKE UP	Positive Feedback
THIS BUS IS VERY HELPFUL AND CONVENIENT PLUS A FREE RIDE	Positive Feedback
EARLIER BUS SERVICE-I JUST WANNA THANK AND APPRECIATED FINE BUS DRIVERS OF PINK BUS BECAUSE THEY STOP WHEN I NEEDED A RIDE SO EARLY IN THE MORNING	Positive Feedback
YA GUYS ARE AWESOME FOR HAVING A FREE BUS	Positive Feedback
I LOVE THE FREE BUS SYSTEM	Positive Feedback
GREAT FREE PUBLIC SERVICE-MOST BUS DRIVERS ARE VERY PATIENT WITH MY QUESTIONS AND PROVIDE THE INFO I NEED-THANK YOU	Positive Feedback
LOVE IT-USE IT ALL THE TIME-DRIVERS HAVE BEEN GREAT	Positive Feedback

BUS IS SUPER CONVENIENT-NO EXPENSIVE PARKING DOWNTOWN- LOVE THAT ITS ELECTRIC	Positive Feedback
I LOVE PARK CITY TRANSIT ONLY THING YOU DON'T HAVE IS LATE BUS-THANK YOU	Positive Feedback
VERY CLEAN & CONVENIENT	Positive Feedback
YOUR SERVICE ARE GOOD FOR THE FIRST TIME I SEE GOOD AND WELL ORGANIZED BUS SERVICES	Positive Feedback
VERY GRATEFUL FOR PC TRANSIT	Positive Feedback
EASY BUS DRIVERS HAVE BEEN VERY HELPFUL TO GET TO CORRECT BUS-CONFUSING WHICH BUS LINE TO USE BECAUSE THERE ARE SO MANY	Positive Feedback
GREAT SERVICE-I LOVE THE E-BASES A FEW MORE BIKE SPOTS WOULD BE GREAT-THANK YOU	Positive Feedback
THANK YOU FOR OFFERING FREE MTN BIKE SERVICE IT IS AWESOME AND I REALLY APPRECIATE IT	Positive Feedback
LOVE THE BUS SYSTEM-I HAVE USED IT FOR 18 YEARS I VERY MUCH APPRECIATE IT-ESPECIALLY THE ELECTRIC THAT RUNS EVERY 10 MINUTES	Positive Feedback
I LIKE THE BUS SYSTEM IN GENERAL-ITS FAST AND COVERS A LIRAITY OF AREAS BUT IT WOULD BE NICE TO HAVE A BUS STOP BY THE SUN PENCK CLUB HOUSE	Positive Feedback
KEEP EMPROVING WE ARE GRATEFUL	Positive Feedback
LIKE THE SERVICE	Positive Feedback
THANK YOU FOR THE FREE RIDES-VERY HELPFUL	Positive Feedback
PLEASE INVEST IN THIS FREE ENVIRONMENTALLY FRIENDLY SERVICE-I'M HAPPY TO BE TAXED FOR IT	Positive Feedback
LOVE #10	Positive Feedback
I HATE TRAFFIC & DIFFICULT PARKING SO THIS IS A REALLY NICE OPTION	Positive Feedback
I LOVE PC WHAT DO WE NEED TO MAKE IT RIGHT	Positive Feedback
IT'S GOOD.NO COMPLAINTS	Positive Feedback
IF THANK YOU-FOR PROVIDING THIS SERVICE FREE-IT IS VERY USEFUL GRASIAS	Positive Feedback
THANK YOU VERY MUCH FOR THIS SURVEY AND ASKING. I APPRECIATE THAT IT IS FREE. IF THE BUS WAS MORE FREQUENT I WOULD USE IT MORE OFTEN	Positive Feedback/Frequency
WE LOVE THE BUS-DRIVERS ARE NICE SOMETIMES LATE OR EARLY WHICH CAUSES ISSUES FOR US W/KIDS	Positive Feedback/Reliability
BROWN BUS SCHEDULE IS OFTEN LATE BUT THE PUBLIC TRANSPORTATION IS STILL GREAT AND SUPER USEFUL	Positive Feedback/Reliability
EXCELLENT SERVICE-I WOULD LIKE THE 'OLD' BROWN TO SESUME ASKING BACK FOR THE 7 PINK TO GO TO SILVER LARK IT BETTER.	Positive Feedback/Service Change Request
THANK FOR THE BUS SERVICE	Positive Feedback/Service Change Request
THE BUS NUMBER 2 (RED) WORK VERY BAD EVERYTIME IS LATE	Reliability
THE PINK SCHEDULE IS TERRIBLE-IT DOESN'T LINE UP WITH	Reliability

ANYTHING.I'M REGULARLY WAITING 20-30 MINS FOR A BUS AFTER THE PINK OR THE PINK ITSELF	
JUST TRY TO BE ON TIME AND FOR GODS SAKE STOP SKIPPING ROUTE TIME (THE BUS DOES NOT SHOW FOR ONE OF ITS SCHEDULED TIMES)	Reliability
THE RED ALWAYS IS LATE	Reliability
ADD ANOTHER BUS TO THE RED ITS ALWAYS RUNNING BEHIND	Reliability
TOO MANY CLOSE BUS STOPS-EG LIQUER STORE TO POLICE STATION AND PROSPECTOR & PARK AVE LESS STOPS COULD IMPROVE SPEED	Reliability
SERVICE IS VERY GOOD IN THE MORNING FOR GETTING FROM FRESH MARKET TO PC CONNECT-BETTER COMMUNICATION ON BAD WEATHER DAYS ABOUT BUSES RUNNING LATE DAYS AND LIVE BOARD ON STOP	Reliability
THE RED BUS SOMETIMES IS NOT ON TIME IT COMES EARLY	Reliability
THE RED LINE HAS UNRELIABLE SCHEDULES	Reliability
6 LIME FREQUENCY IS LATE	Reliability
9 PURPLE IS A GREAT SERVICE KIND AND ON TIME-10 WHITE IS GOOD-FREQUENT-6 LIME IS FRECUENTLY LATE	Reliability
PLEASE MAKE THE SCHEDULE MORE CONSISTENT FOR LIME IN THE AFTERNOON IT IS PRETTY MUCH ALWAYS LATE	Reliability
BUSES TYPICALLY RUNNING LATE IN AFTERNOON LIME ROUTE PARTICULARLY INCONSISTENT AT THAT TIME	Reliability
DRIVERS SHOULD USE BUS LANE TO MERGE INTO TRAFFIC LANE WHEN LEAVING A STOP-IT WOULD HELP THEM STAY ON SCHEDULE MORE EASILY-SOME DRIVERS SET UNTIL THERS NO TRAFFIC	Reliability
JUST WANT MORE RELIABLE SERVICE-LATELY IT HAS IMPROVED BUT I WORK AT PC AND MISS THE CONNECT	Reliability
ARRIVAL TIME FOR EVERY BUS AT EACH BUS STOP	Reliability
RED ALWAYS LATE	Reliability
THE RED BUS SUCKS EVERYDAY WHEN THE SKI RESORTS CLOSE IT ALSO DOES NOT PASS 711	Reliability
DON'T CHANGE BUS STOP FOR PC HS ON SUND?? MISSED BUS AND WAS LATE TO WORK SEVERAL TIMES CAUSE BUS DIDNT GO TO THE CORRECT PLACES	Reliability
LIKE GREEN BUS ROUTE ALSO USE THE DV BUS AND ALL SEEM TO COME 1-2-3 IN A ROW & THEN LOOOONG WAIT. WATCH IT GO UP WAIT FOR IT COME BACK AROUND. DOES GREEN BUS NEED TO GO TO DEER VALLEY?	Reliability
IN THE AFTERNOON 1 RED SOMETIME DON'T COME ON TIME	Reliability
SOMETIME THE ONE RED DOESN'T RUN ON TIME	Reliability
RUN MORE ON TIME GETTING TO THE POSTED STOPS	Reliability
WAITED FOREVER 30 PLUS MINUTES AT THE TOWN LIFT PARK AVE STOP FOR A RED BUS COULD OF ??	Reliability
THE TROLLEY SOMETIMES DOESN'T SHOW UP AND ALWAYS STOP WORKING BEFORE ITS SUPPOSE (11 PM)	Reliability

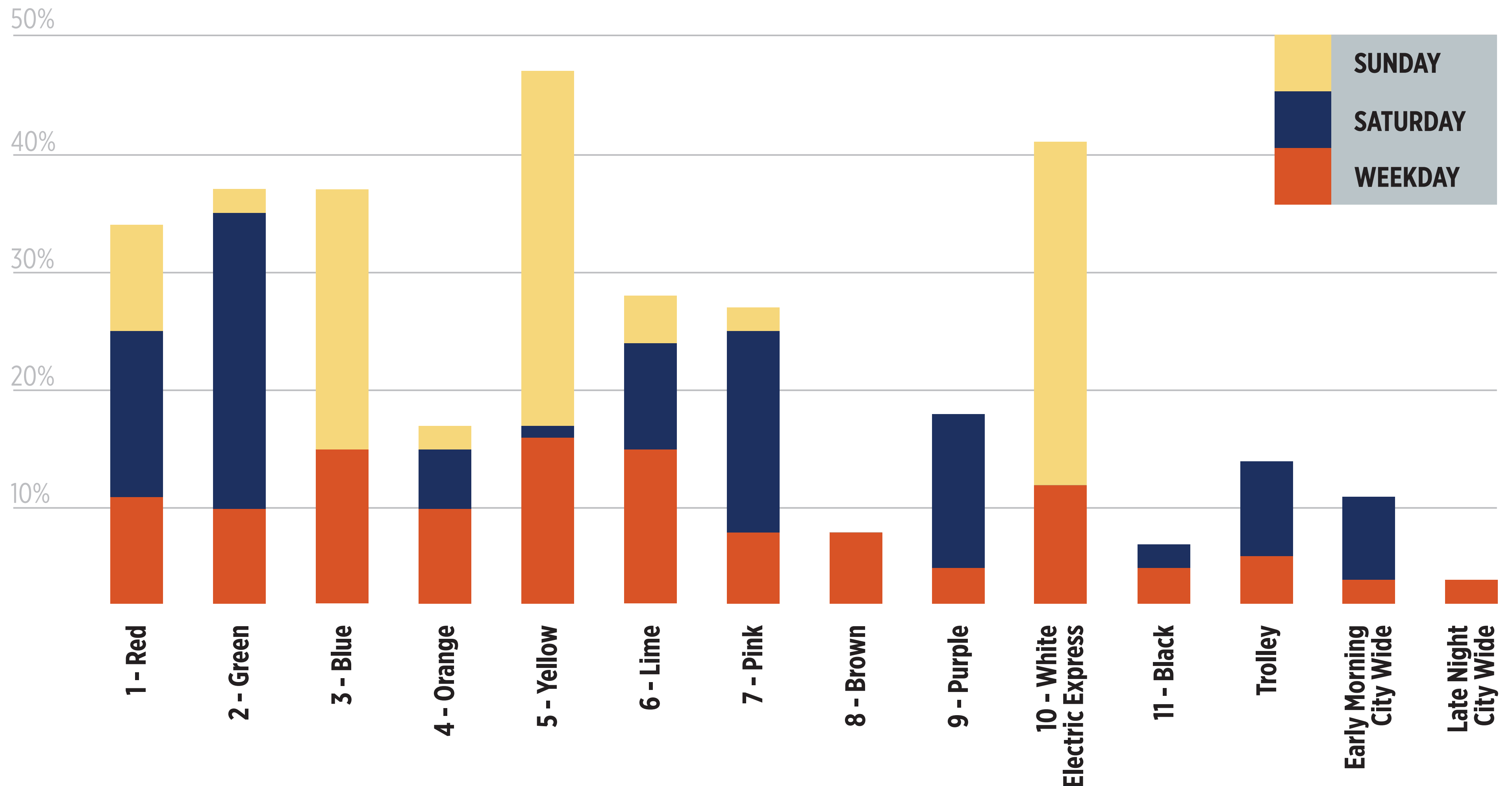
TIME ON BUS STOP OF ARRIVAL	Reliability
STOP AT SILVER STAR. BUSES NEED TO RUN ON TIME	Reliability
6 LIME FREQUENTLY DELAYS	Reliability
THE RED LINE HAS BEEN CONSISTENTLY LATE DURING MY 3 WEEKS IN PARK CITY	Reliability
RUN ON TIME ALWAYS-DON'T BE EARLY	Reliability
PLEASE FIX THE TIMES BECAUSE I TAKE THE BUS TO SCHOOL & TAKING PC TRANSIT IS NICE & BETTER-PLEASE FIX THE 7 TIME TO BACK INTO TOWN EVEN FRESH MARKET AT LEAST-PINK	Reliability
USED TO USE BLUE BUS A LOT IN WINTER-LAST FEW YEARS ITS NEVER ON TIME-HAVE WAITED >1 HR-TODAY ORANGE BUS 5 MIN LATE ON 1ST RUN	Reliability
10 NO RESPECTING THE SCHEDULE	Reliability
WHITE EXPRESS ON 6/26 WE GOT OFF THE BUS AT THE TRANSIT CENTER NEAR WALMART HOPING TO CATCH THE LIME BUS WHICH WAS IN THE PARKING LOT BUT THE LIME LEFT-IF A BUS ARRIVES AT THE TRANSIT CENTER GIVE PASSENGERS TIME TO TRANSFER OR MAKE SURE NONE OF THEM WANT TO TRANSFER	Reliability
BUSES DON'T RESPECT THE SCHEDULES	Reliability
PLEASE IMPROVE THE APP & BEING ON TIME-THE BUS DRIVERS ARE ALWAYS FRIENDLY I LIKE THAT-INCREASE BUSES DURING PEAK TIMES SO THEY STAY ON SCHEDULE	Reliability/Mobile App Complaint
IF YOU CAN LIKE THE APPLICATION PLACING THE TEMPO ENQUE IN TEMPO (DONE E MINUTES) ?? THE SIERENTE BUS E DEOR ARRIVED 11:23 11:48 NOT IN ????	Reliability/Mobile App Complaint
WISH THE WHITE WAS MORE RELIABLE & ACTUALLY WAS EVERY 10-15 MINUTES-THE LIME HAS BEEN GREAT ADDITION FOR COMMUTING TO WORK.	Reliability/Positive Feedback
GREAT SERVICE THANK YOU-THE DRIVERS ARE VERY FRIENDLY AND IS WONDERFUL TO SEE SO MANY WOMEN DRIVING-THE ONLY PROBLEM IS THE TIME TABLE OF THE RED LINE-IT'S NEVER ON TIME	Reliability/Positive Feedback
BUS IS GREAT!SOMETIMES SERVICE FROM PC MT LATE IN DAY (4PM)IS QUITE DELAYED.ALL DRIVERS ARE VERY FRIENDLY AND THE BUS IS SUCH A GOOD SERVICE	Reliability/Positive Feedback
STOP AT MANATORY STOPS TO STAY ON TIME-IE RAGUET CLUB A LOT OF RUN THROWS THIS WINTER	Reliability
MAKE BROCHURES AND TIME TABLES AVAILABLE WELL IN ADVANCE OF CHANGES	Service Change Request
TAKE OUT 1 18	Service Change Request
KEEP OUR RED BUS ROUTE TO WYATT EARP YEAR ROUND	Service Change Request
#7 PINK RTE SCHEDULE NEEDS IMPROVEMENT-CANYONS NEEDS OWN CIRCULATOR NOT #7 GOING INTO VILLAGE-THERE IS NOT ENOUGH SERVICE ALONG 224 IN THE CITY OR COUNTY-VAN DOORS ON COUNTY REDSTONE & WEST CIRCULATOR ARE HARD FOR PASSENGERS TO OPEN	Service Change Request
IT GETS BETTER EVERY YEAR BUT MORE TO GO-MAKE IT TWO BUSES	Service Change Request

FROM KIMBALL TO PV	
GOD SPEED ONE ADDITIONAL #10 EXPRESS PER HOUR	Service Change Request
SKI OR SOME PLAN WITH RESORTS FOR LOCKER DISCOUNTS FOR TRANSIT PATRONS	Service Change Request
FROM NEW PARKING LOT ON RT 80 PROVIDE ADDITIONAL TRANSIT OTHER THAN THE TWO STOPS AT CANYONS AND PARK CITY SKI BASE AREAS	Service Change Request
I WOULD LIKE A PURPLE TO RUN YEAR ROUND NOT ONLY SUMMER AND WINTER	Service Change Request
IMPROVE THE RED VATA THAT IS MORE COFFABLE THE HERA DE LA VATA	Service Change Request
AN EXPRESS ROUTE FROM KIMBALL JUNCTION TO CANYONS TO PARK CITY MIGHT BE MORE BENEFICIAL FOR A LOT OF WORKERS & VISITORS	Service Change Request
NEED MORE SERVICES ON THE 11 BLACK	Service Change Request
I NEED THE BUS RUTH TO GO TO 2011_PRADDINGTON DRIVE FOR BETTER SERVICE	Service Change Request
WE NEED THE RED ONE GO TO DEER VALLEY AGAIN AND NO MORE TO THE PC MOUNTAIN RESORT/LOST A LOT OF TIME GOING THERE	Service Change Request
DEER VALLEY LOOP ONLY BUS FROM TRANSIT TO DV SNOWPOINT, PARK MEADOWS NOT TO DV STOP @ TRANSIT CENTER OR NOT MAIN ST @ ALL AND LOOP MORE PARK MEADOWS SIDE STREETS	Service Change Request
DIRECT BUS TO DEER VALLEY SNOW PARK LOCATION I WOULD RIDE IT MORE	Service Change Request
FROM ECKER HILL/KIMBALL THERE ARE 2 ROUTES DIRECTLY TO CANYONS AND PCMR BUT ZERO TO DV. FIX THIS!	Service Change Request
PARKING IS TOUGH ON SAT & SUNDAYS/NOT WORKING SO GO IN LATE EXPRESS IS EASIER THAN SAT TIMES. I LIVE IN BEAR HOLLOW	Service Change Request
DIRECT ROUTES TO MAIN ST FROM EACH NEIGHBORHOOD-NO MORE ROUTES THAT GO ALL OVER TOWN	Service Change Request
YELLOW BUS ALL SEASON WINTER AND SUMMER	Service Change Request
IT WOULD BE AWESOME IF THE YELLOW RAN YEAR ROUND	Service Change Request
I THINK A LOT OF PEOPLE WOULD LOVE TO HAVE TRANSIT FROM HEBER TO PARK CITY!	Service Change Request
I WOULD LIKE 0 PURPLE TO RUN ALL YEAR ROUND	Service Change Request
MAKE A BUS & A BUS STOP THAT GOES TO SILVER CREEK-THAT WOULD BE VERY USEFUL	Service Change Request
YELLOW BUS YEAR ROUND	Service Change Request
MORE DIRECT ROUTES TO/BETWEEN MAIN TRANSPORTATION AREAS	Service Change Request
ONLY 6 LIME STOPS AT PEAKS HOTEL WHY NOT 10 WHITE OR AT LEAST MAKE PEAKS HOTEL BUS STOP ON EXPRESS ONE-THANK YOU	Service Change Request
I WISH WE COULD STILL USE PINK BUS FROM MAIN ST TO RED STONE INSTEAD OF SWITCHING BUSES	Service Change Request
CHANGE 7 PINK ROUTE BACK	Service Change Request
EASIER ROUTE TO CANYONS RESORT AREA FOR WORK MOBILITY	Service Change Request

ISSUES	
DON'T HAVE PINK GO TO CANYONS AND HAVE IT GO TO MAIN AGAIN-PLEASE	Service Change Request
MISS THE 2 GREEN NOT GOING TO DV AS WE FORMERLY PICKED IT UP @ PC MARC	Service Change Request
3 KINGS ROUTES NEED TO RUN IN BOTH DIRECTIONS	Service Change Request
YEAR ROUND YELLOW BUS-REGULAR BUS SERVICE TO (AFFORDABLE) HOUSING ON BONANZA	Service Change Request
PLEASE ADD BACK BUSES TO SALT LAKE CITY ON THE WEEKENDS	Service Change Request
THE BUS IS GREAT JUST NEED A CONECTION TO KIMBALL JUNCTION	Service Change Request
MORE BUS LIKE TWO WOULD BE BETTER	Service Change Request
ADD BUS TO PLUP AT BLACK ROCK RIDGE OFF 248 IN WASATUT	Service Change Request
I WOULD LIKE TO SEE A BUS TO SUMMIT PARK FROM KIMBALL JCT MAYBE RE-ROUTE ONE OF THE ELECTRIC ONES-WE DON'T NEED TWO	Service Change Request
JUST THE SCHEDULE STOPS THAT CONNECT WHERE I NEED TO GET HOME	Service Change Request
BUS TO GUARDSMAN PASS	Service Change Request
MORE SERVICES IN HIDEOUT AND TUAHYE	Service Change Request
WE ARE MOVING TO HIDEOUT AND WOULD LOVE AND USE THE BUS OFTEN IF IT WERE AVAILABLE	Service Change Request
ROUTE FOR HEBER WOULD BE WELL	Service Change Request
SILVER CREEK PICKUP	Service Change Request
NEED TO ALTER SCHEDULES FOR MAJOR EVENTS-EX MAKE NON-STOP KIMBALL TO PC DURING 4TH JULY-COULD USE NON STOP KIMBALL AS WELL AS NON-STOP EXPRESS CANYONS TO PC	Service Change Request
MAKE THE ROUTE BOTH WAYS RATHER THAN 1 BIG LOOP-SKI RACKS ON OUTSIDE OF BUS-APP IS FANTASTIC AND RELIABLE	Service Change Request/Bus Amenities Request
NEXT TIME YOU DO A SURVERY ASK A SOCIAL QUEST	Survey Feedback
NEED CLIP BOARDS FOR THE SURVEYS	Survey Feedback
IF THE SURVEY IS TAREN MEJOKAR THE SERVICE PARK DO YOU KNOW HOW DO YOU REGULATE THE IDENLIFIDOC? EJNICA RAENAL? HOW DOES NOT YOU DELERIE UNAPORL? THAT FREE COUNTRY	Survey Feedback
WHY DO YOU ASK ABOUT RACE AND INCOME-THAT IS NONE OF YOUR BUSINESS	Survey Feedback

How were the surveys distributed?

SURVEYS WERE TAKEN ACROSS ALL ROUTES AND ON ALL DAYS OF SERVICE (WEEKDAY, SATURDAY, SUNDAY). 1,101 TOTAL RESPONSES.

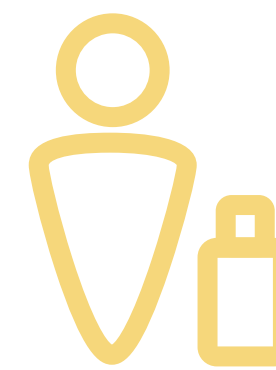


Who responded to the survey?

SLIGHTLY MORE RESPONDENTS WERE RESIDENTS (LIVE AND/OR WORK IN SUMMIT COUNTY) THAN VISITORS.



Live in Summit County

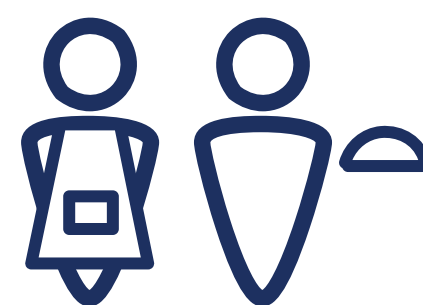


38%

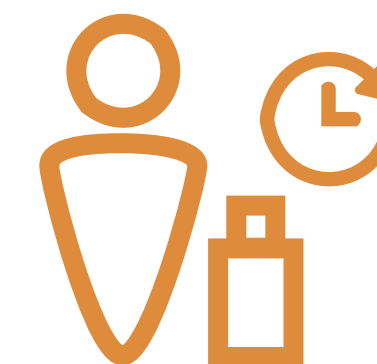
15%

15%

33%



Commute to
Summit County



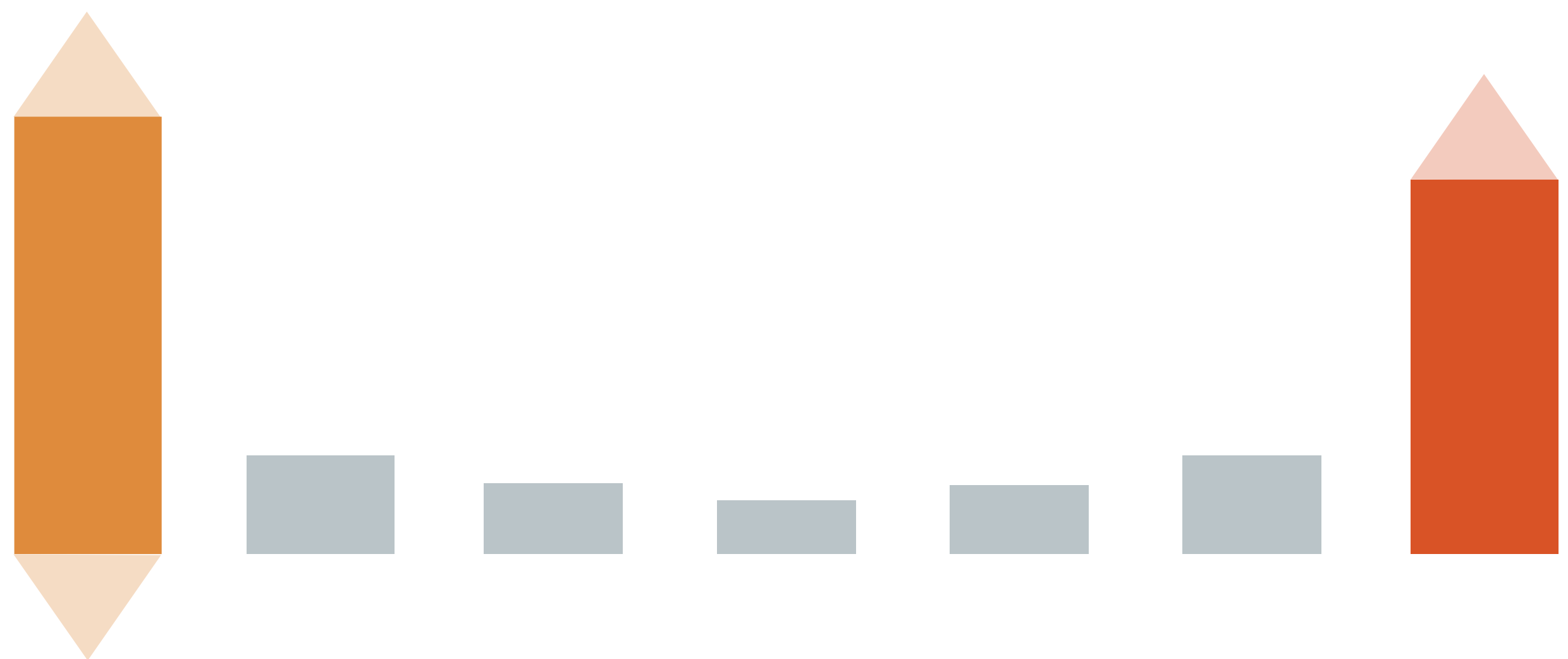
Long-term Visitor
(>2 Days)

Who is riding Park City Transit?



36% HAVE A HOUSEHOLD
ANNUAL INCOME
<\$25,000

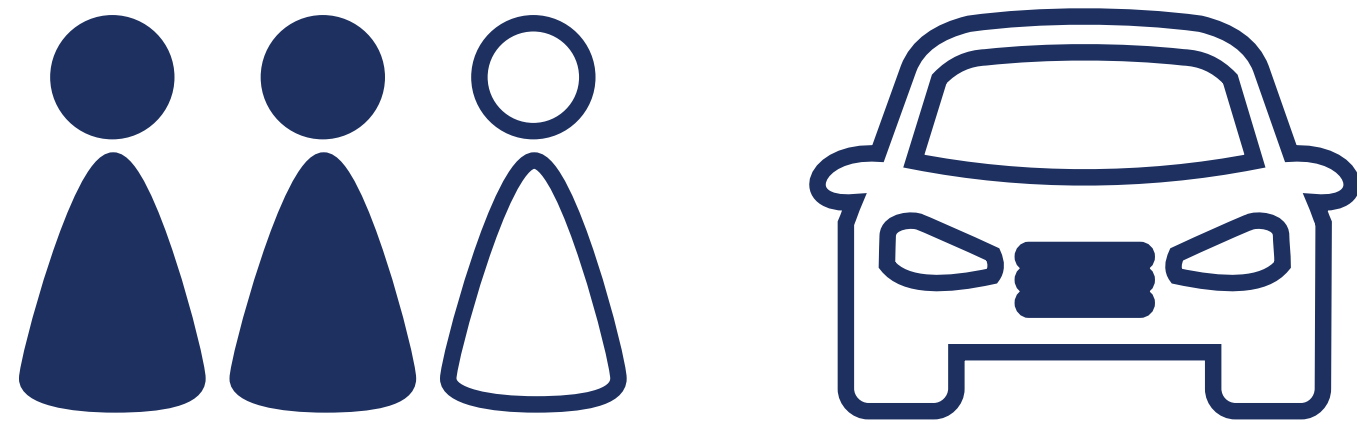
31% HAVE A HOUSEHOLD
ANNUAL INCOME
>\$100,000



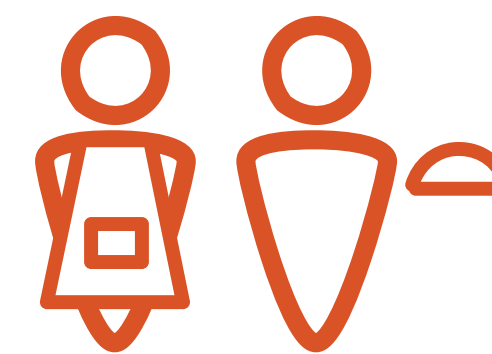
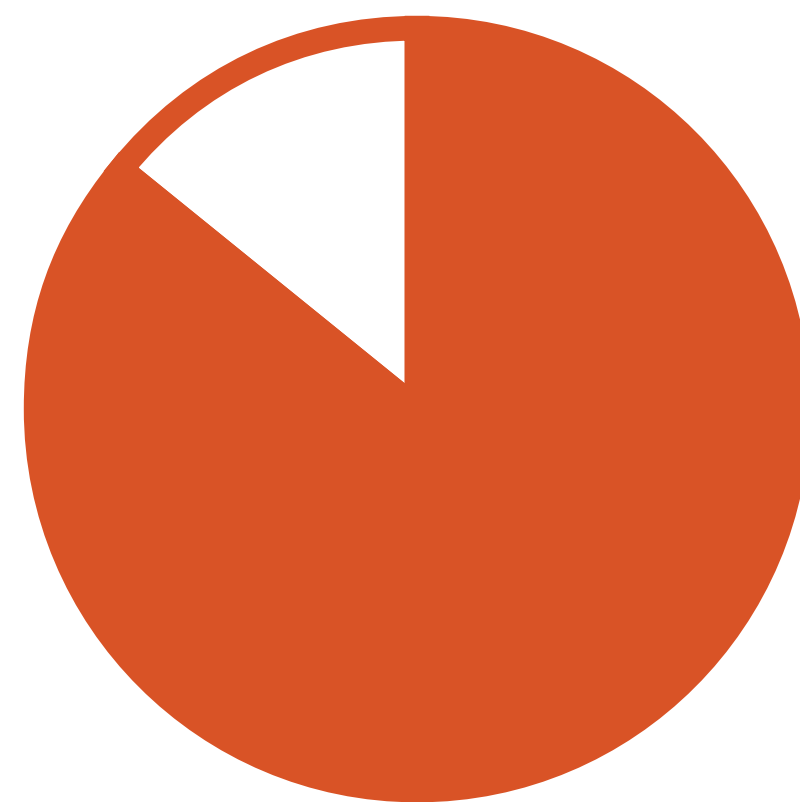
42% OF RESIDENTS AND COMMUTER
HAVE A HOUSEHOLD ANNUAL INCOME

<\$25,000  + 

Who is riding Park City Transit?

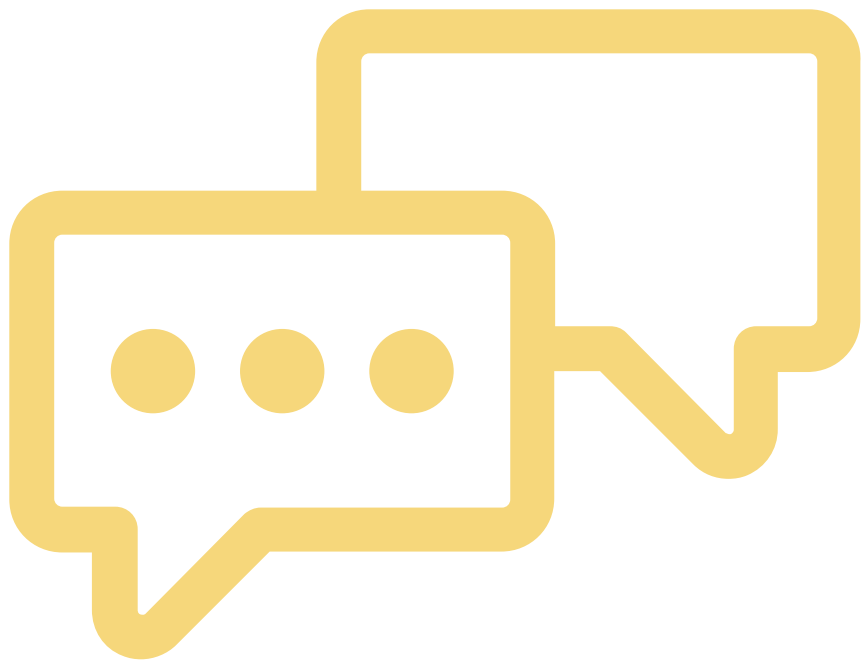


**TWO-THIRDS
OF ALL RIDERS DO NOT
HAVE ACCESS TO A CAR**

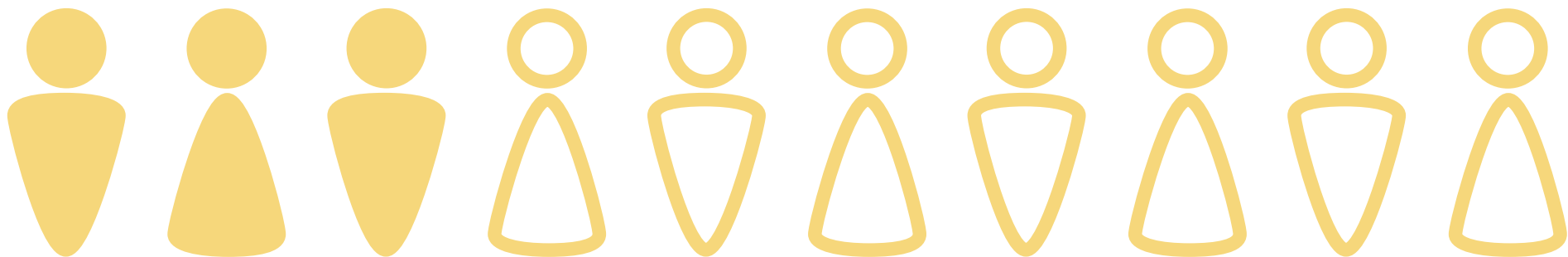


**86% OF COMMUTERS
TO SUMMIT COUNTY DO
NOT HAVE ACCESS TO A
CAR**

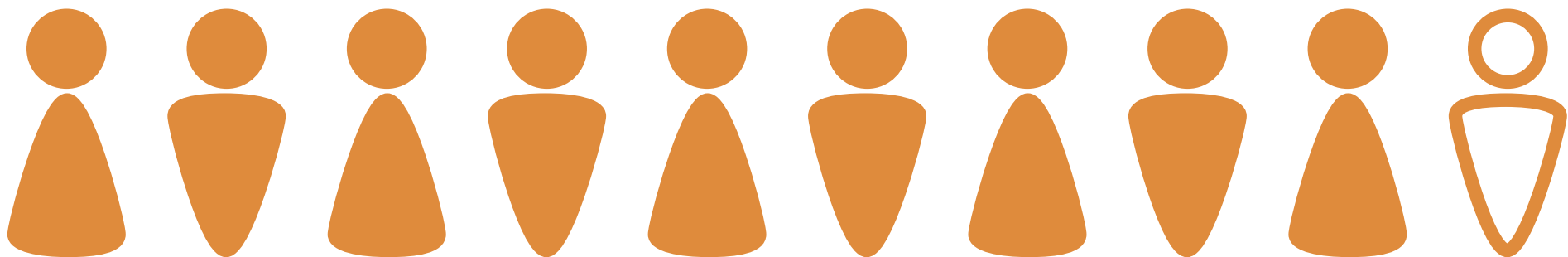
Who is riding Park City Transit?



3 OUT OF 10
RIDERS SPEAK SPANISH AT HOME

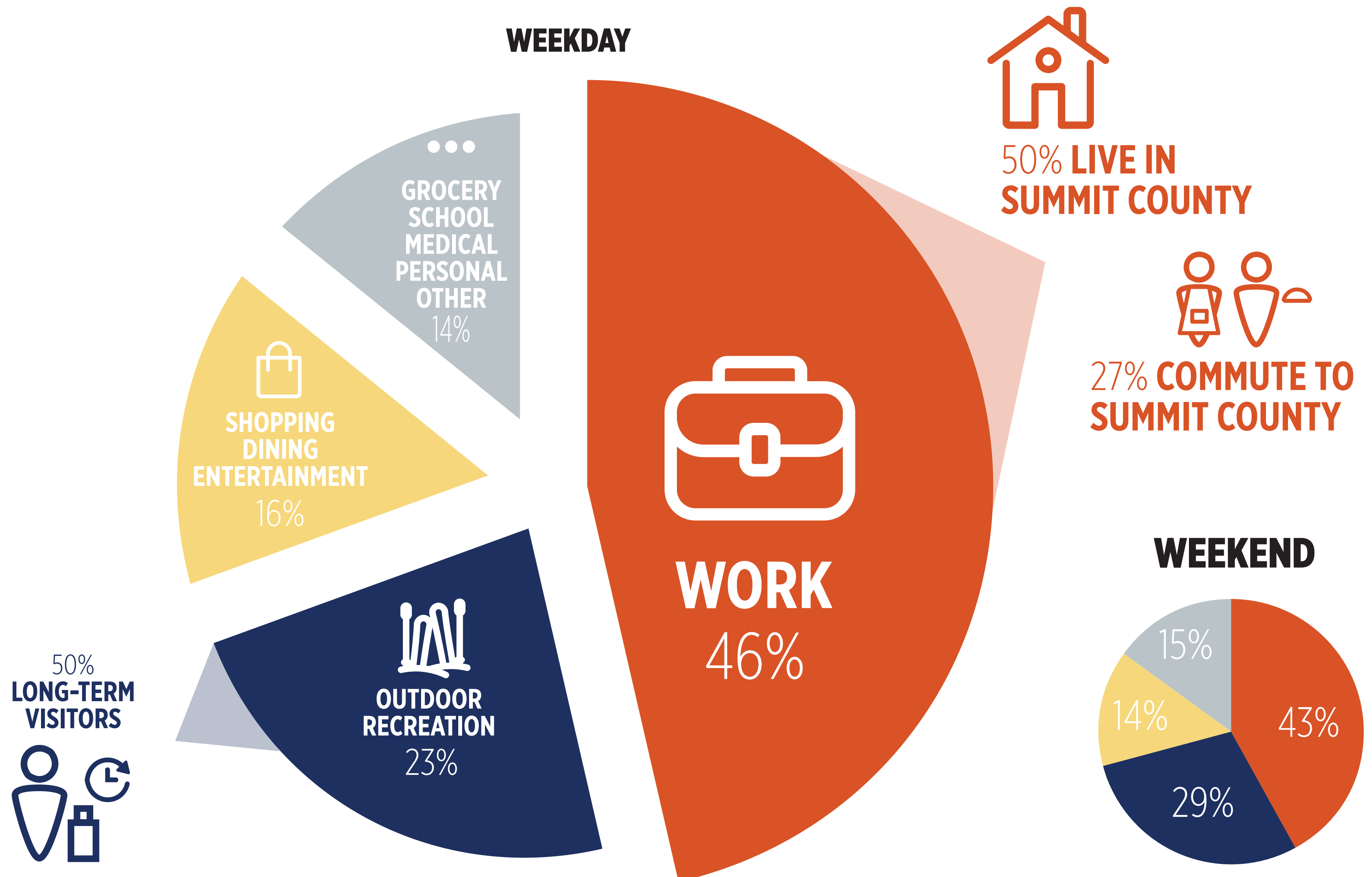


9 OUT OF 10
RIDERS SPEAK ENGLISH FLUENTLY



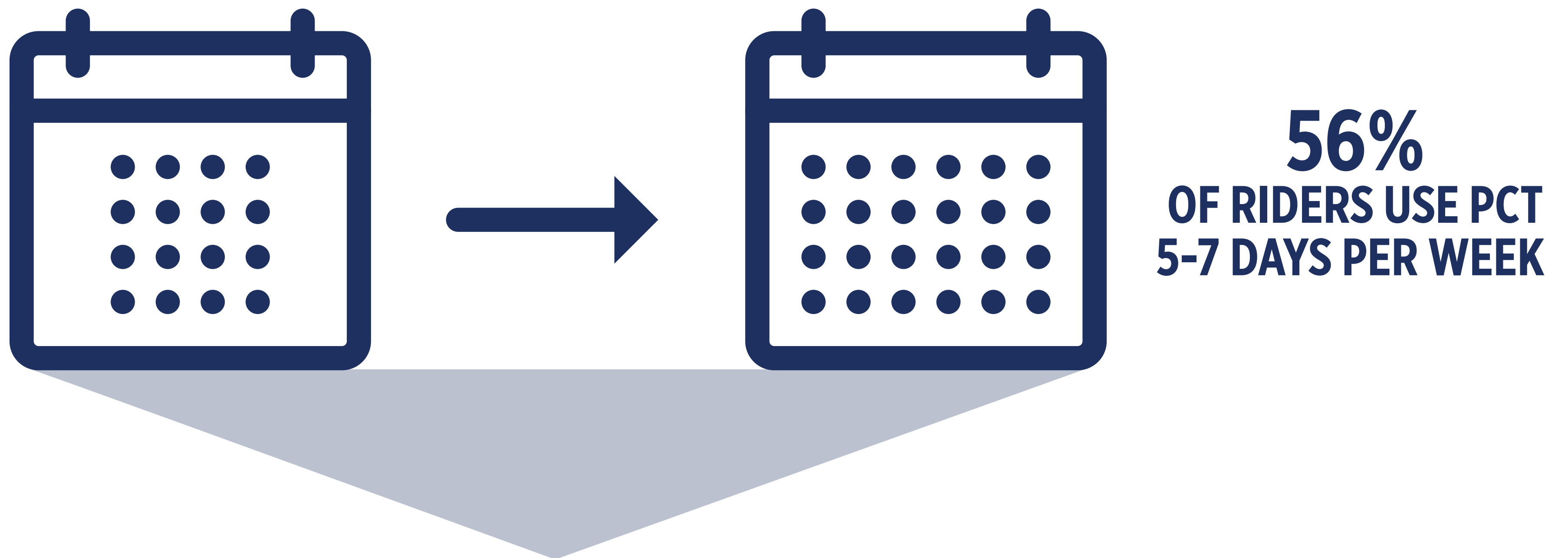
How are riders using Park City Transit?

NEARLY HALF OF RIDERS COMMUTE TO OR FROM WORK. HALF OF COMMUTERS LIVE IN SUMMIT COUNTY.

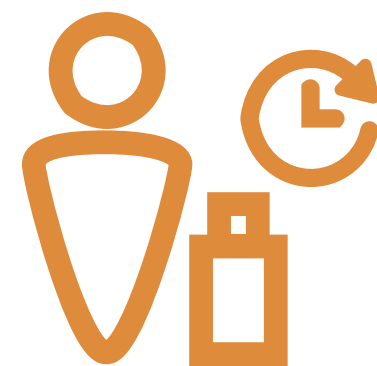


How are riders using Park City Transit?

OVER HALF OF RIDERS ARE FREQUENT RIDERS (RIDE TRANSIT 5-7 DAYS PER WEEK).



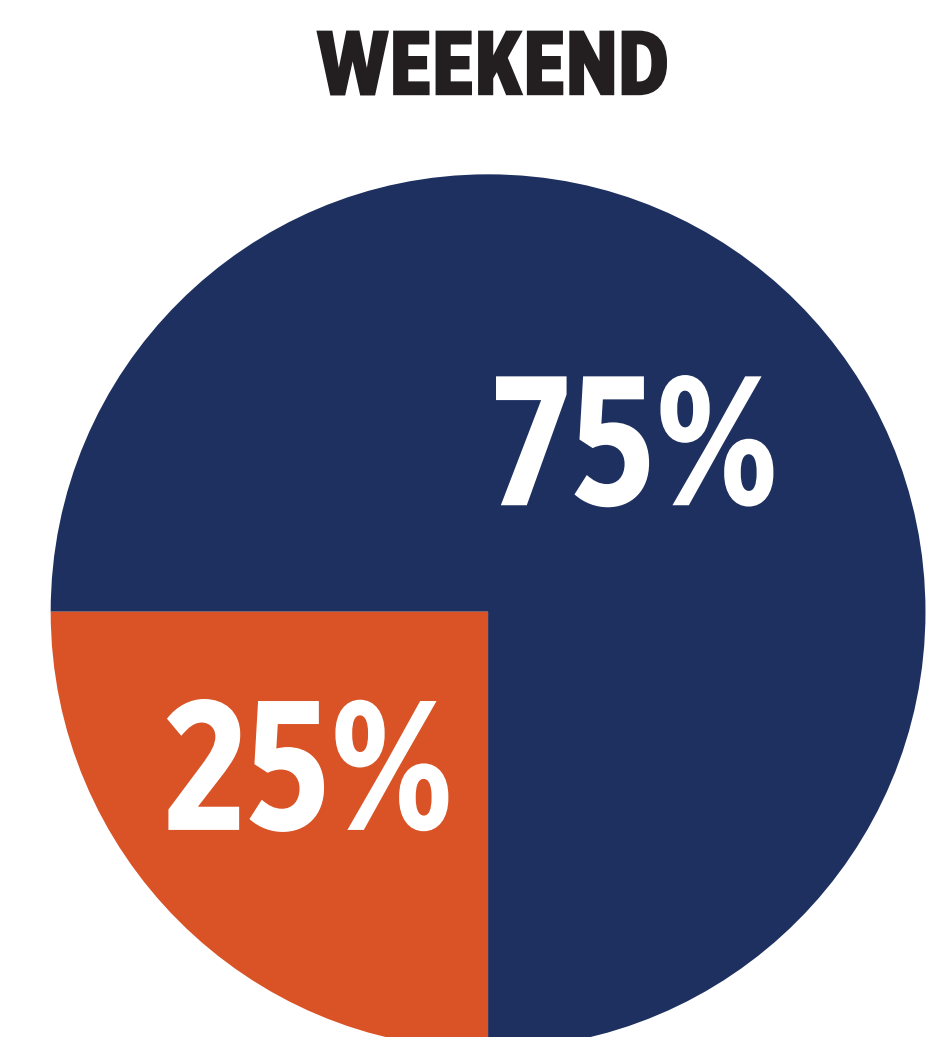
**47% LIVE IN
SUMMIT COUNTY**



**26% LONG-TERM
VISITORS**

How are riders using Park City Transit?

LESS THAN ONE-THIRD OF RIDERS TRANSFERRED TO OR FROM ANOTHER BUS TO COMPLETE THEIR TRIP.



How are riders using Park City Transit?

THE LARGE MAJORITY OF RIDERS WALK TO AND FROM THE BUS STOP.

**9 OUT OF 10
RIDERS WALK TO AND
FROM THE BUS STOP**



6%
DRIVE
ALONE



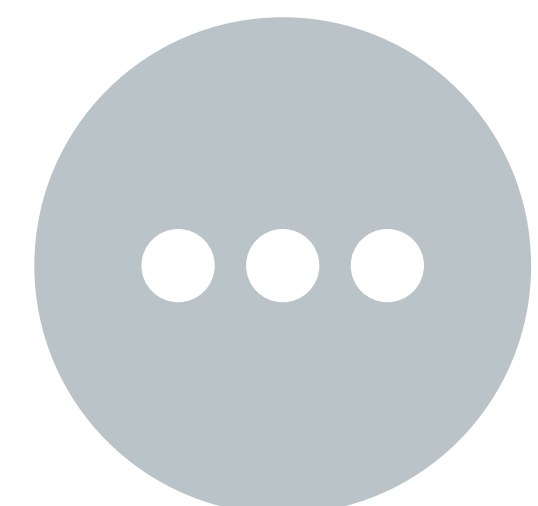
4%
DROPPED-OFF/
PICKED-UP



1%
BICYCLED OR
SCOOTERED



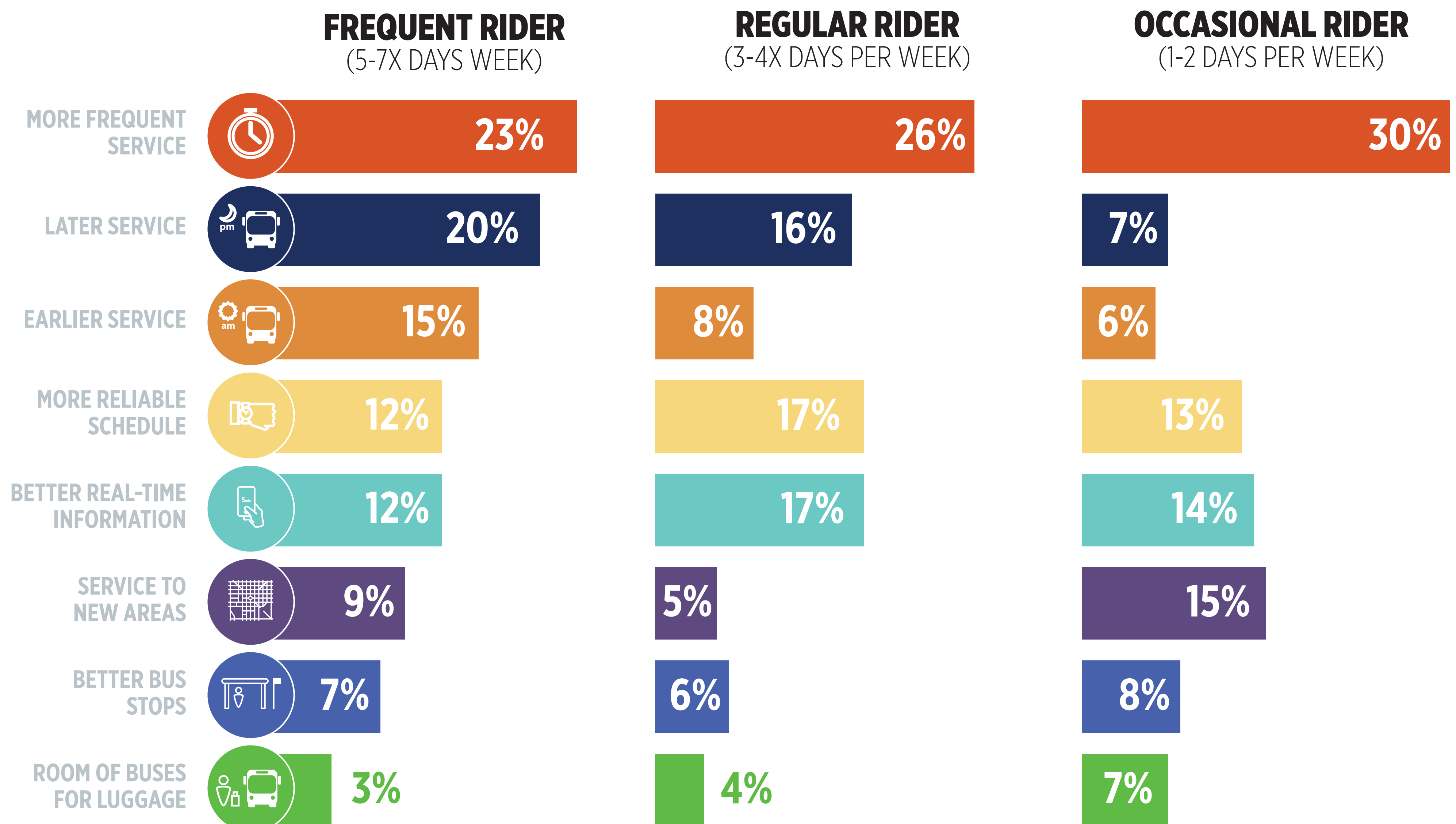
4%
OTHER



49%
OF THOSE WHO DRIVE ALONE LIVE IN SUMMIT COUNTY

What are the priority service improvements for riders?

RIDERS ARE INTERESTED IN MORE FREQUENT BUS SERVICE, REAL-TIME ARRIVAL INFORMATION, AS WELL AS LATER AND EARLIER SERVICE.

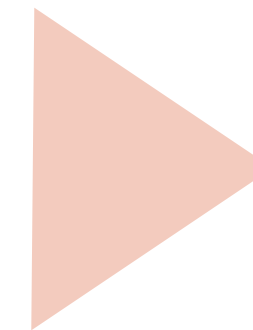


Are riders using the MyStop Mobile App?

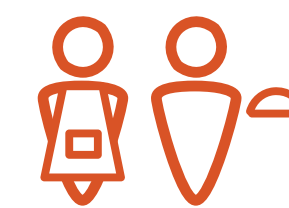
MOST RIDERS USE AND BENEFIT FROM THE MOBILE APP.



**Two-third of riders
use the myStop Mobile app**



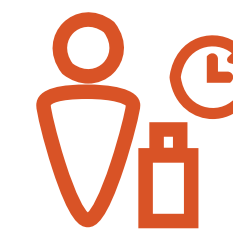
**79% OF SUMMIT
COUNTY RESIDENTS**



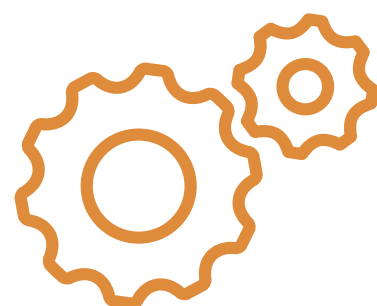
**79% OF COMMUTERS
TO SUMMIT COUNTY**



**84% find the
app useful**



**46% OF LONG-TERM
VISITORS**



**16% believe
the app has room
for improvement**



**31% OF SHORT-TERM
VISITORS**

Rider Types



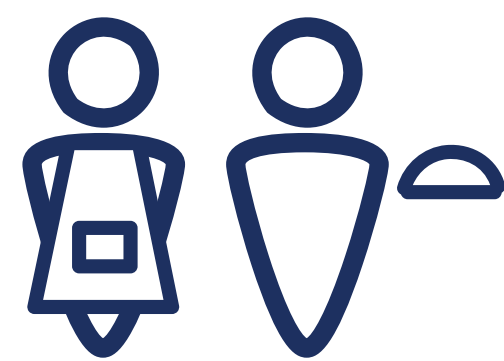
A Resident of Summit County

38% of riders

AGE 25-44 (36%)

TAKES TRANSIT 5-7 DAYS PER WEEK (73%)

HAS TAKEN TRANSIT FOR 5+ YEARS (32%)



A Commuter to Summit County

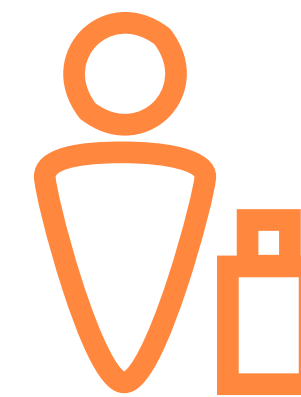
15% of riders

AGE 19-24 (43%)

TAKES TRANSIT 5-7 DAYS PER WEEK (85%)

DOES NOT HAVE ACCESS TO A CAR (85%)

HOUSEHOLD INCOME <\$25,000 (44%)



A Visitor to Park City

48% of riders

AGE 25-44 (50%)

TAKES TRANSIT TO RECREATION (41%)

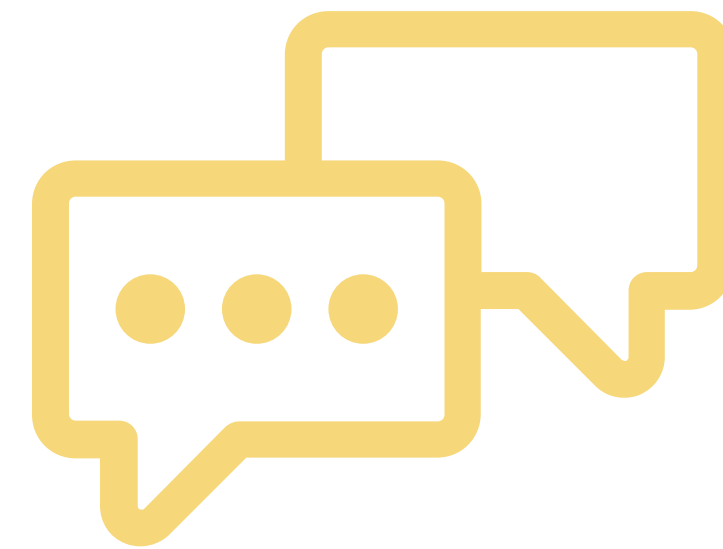
HOUSEHOLD INCOME >100,000 (37%)

How were the surveys distributed?

THE SURVEY WAS CREATED USING SURVEY MONKEY AND SENT TO THE HOA DISTRIBUTION LIST. SEVERAL HOA'S INDICATED THEY DISTRIBUTED TO RESIDENTS

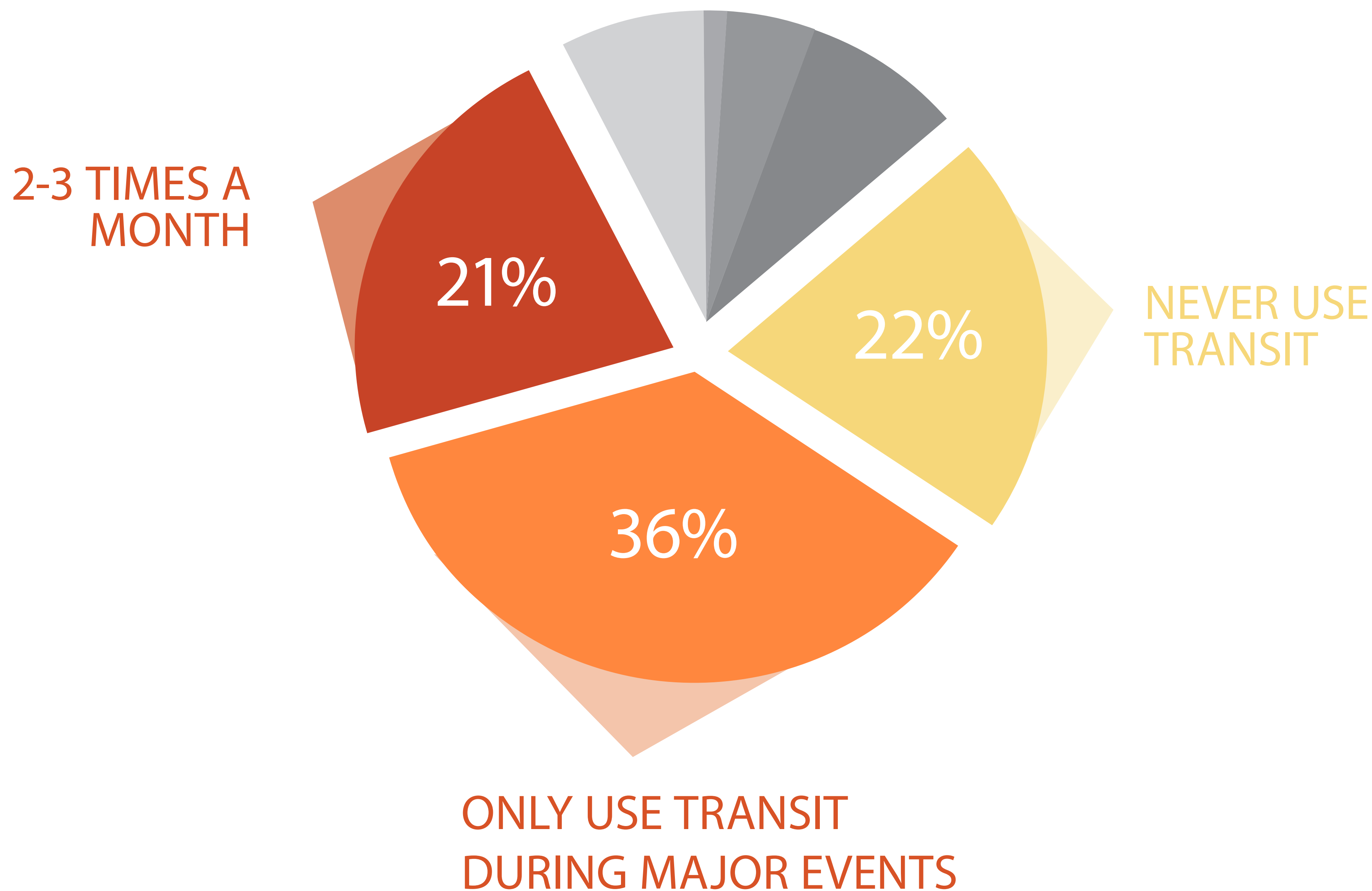


19 HOA's contacted

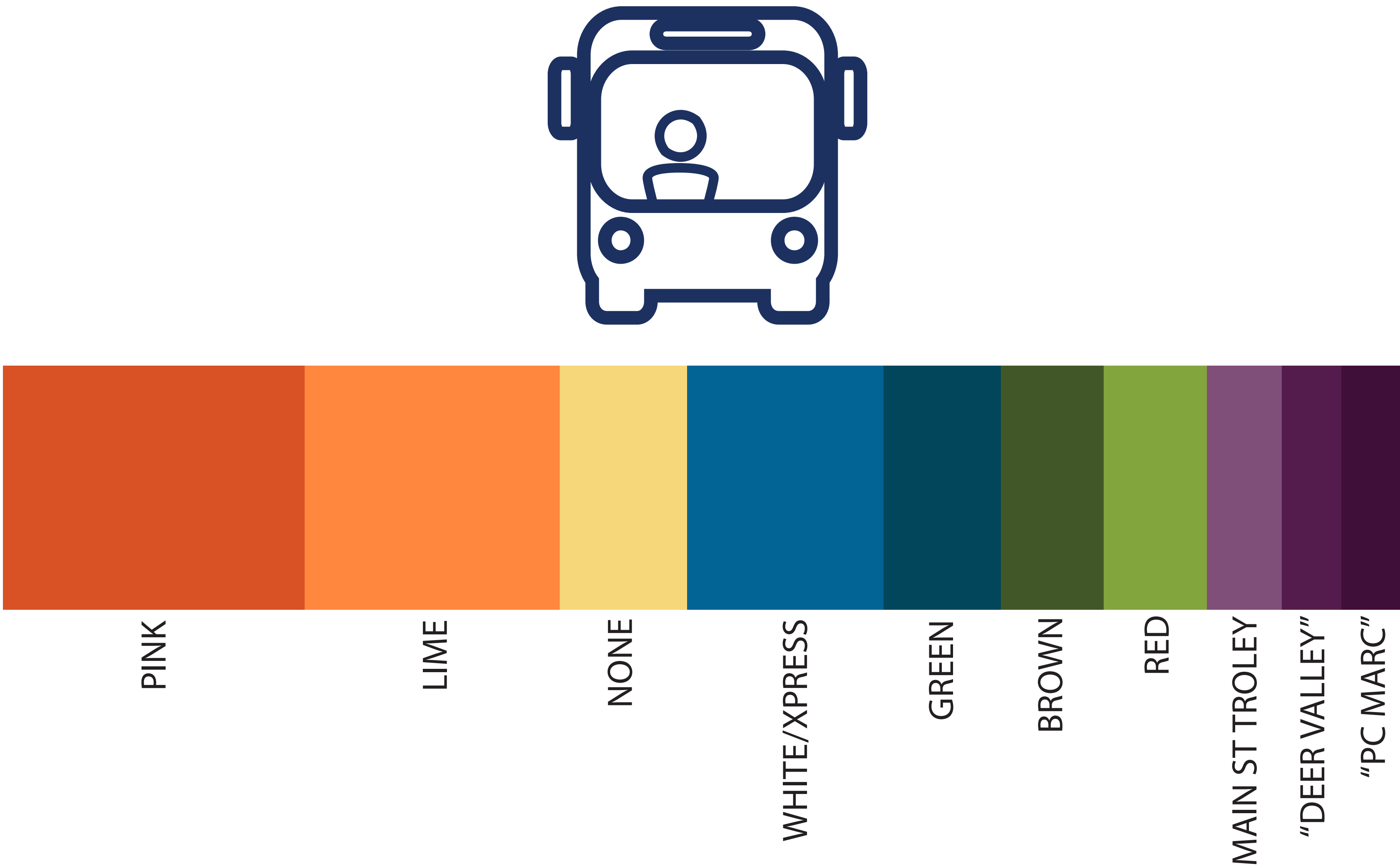


174 responses received

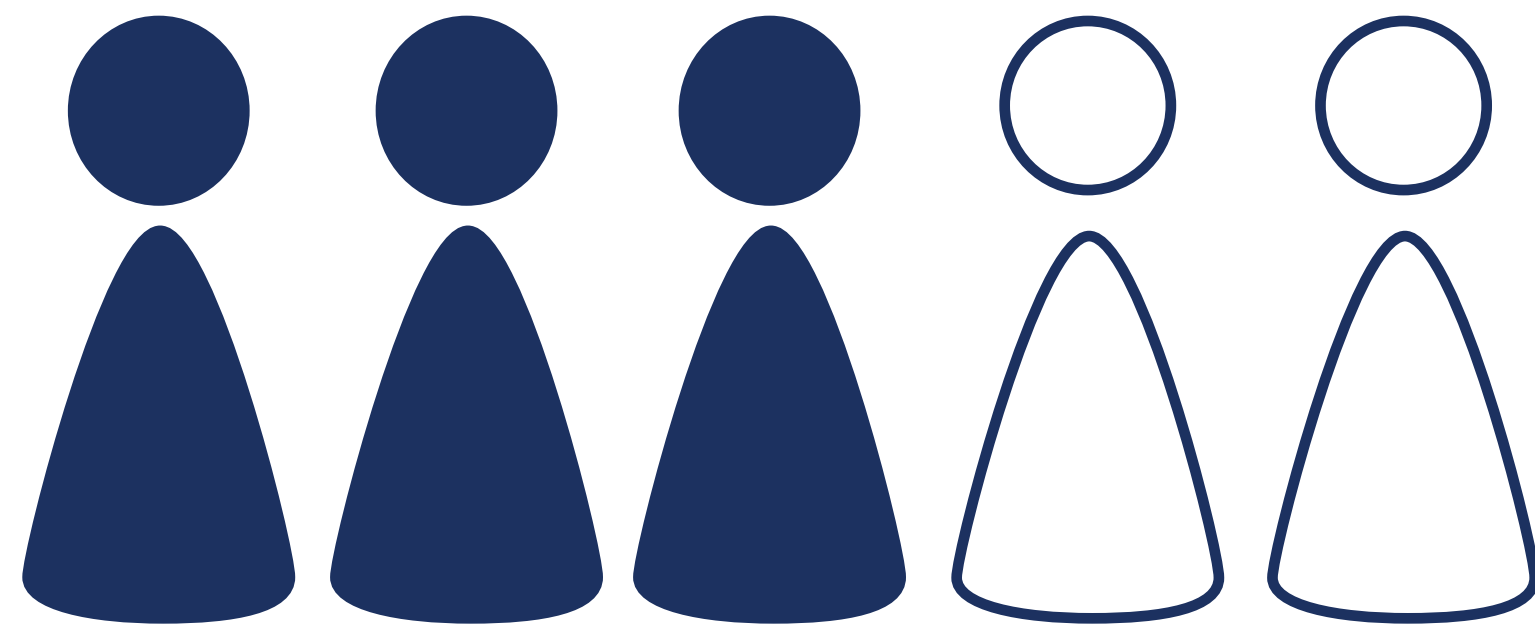
How often are they riding Park City transit?



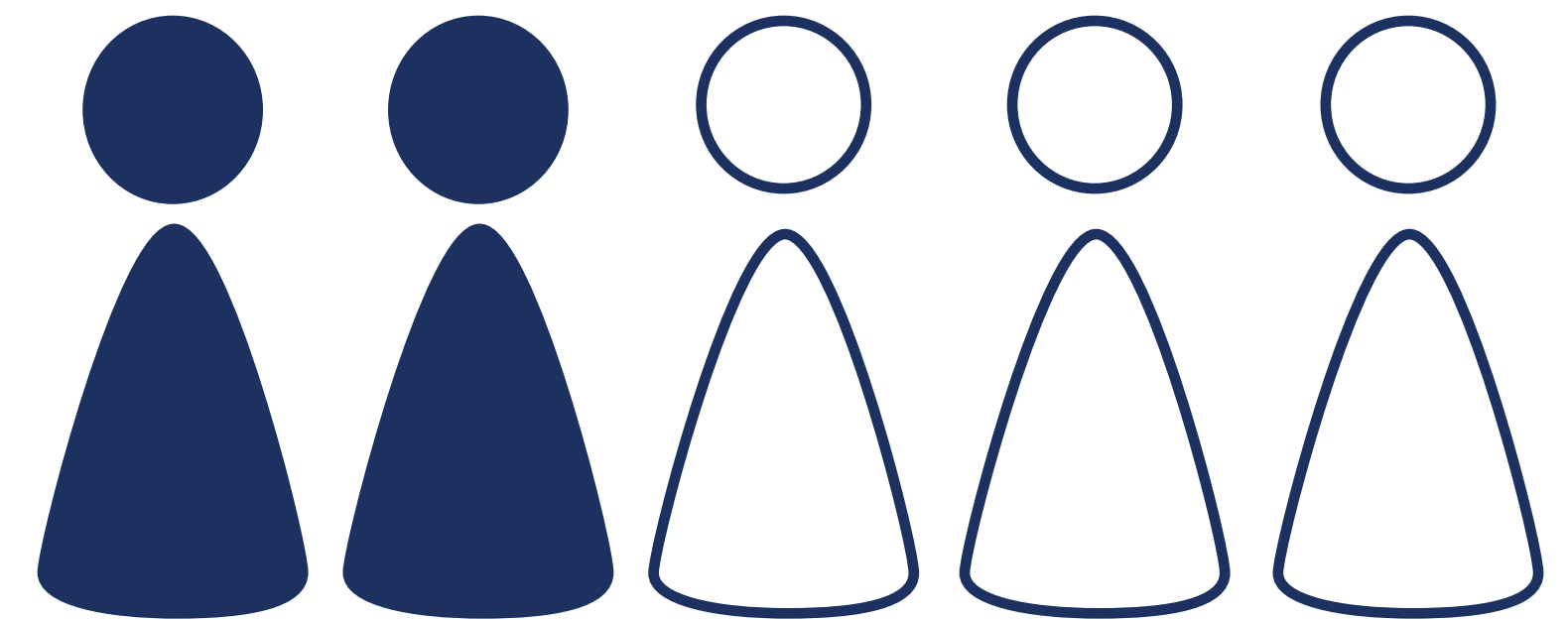
What bus routes do they currently use, if any?



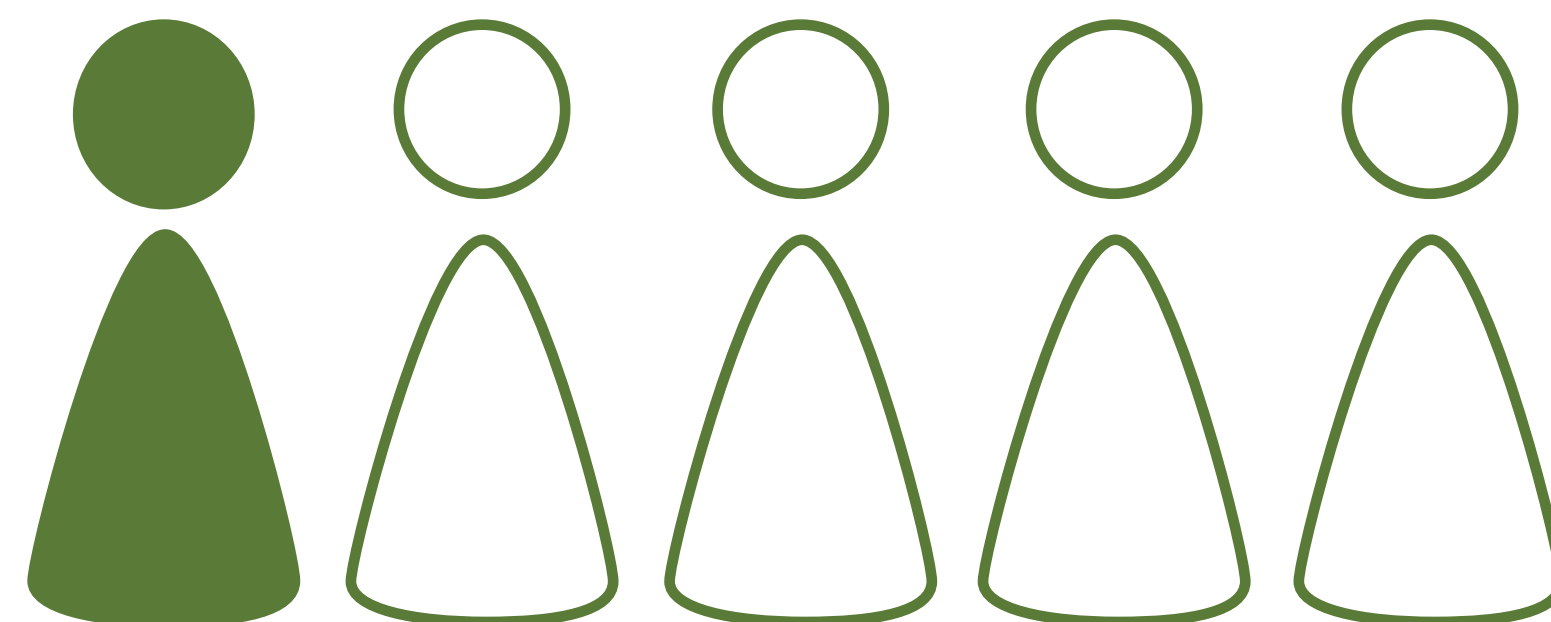
For those that use transit, what are their primary reasons?



AVOID DRIVING
DURING EVENTS



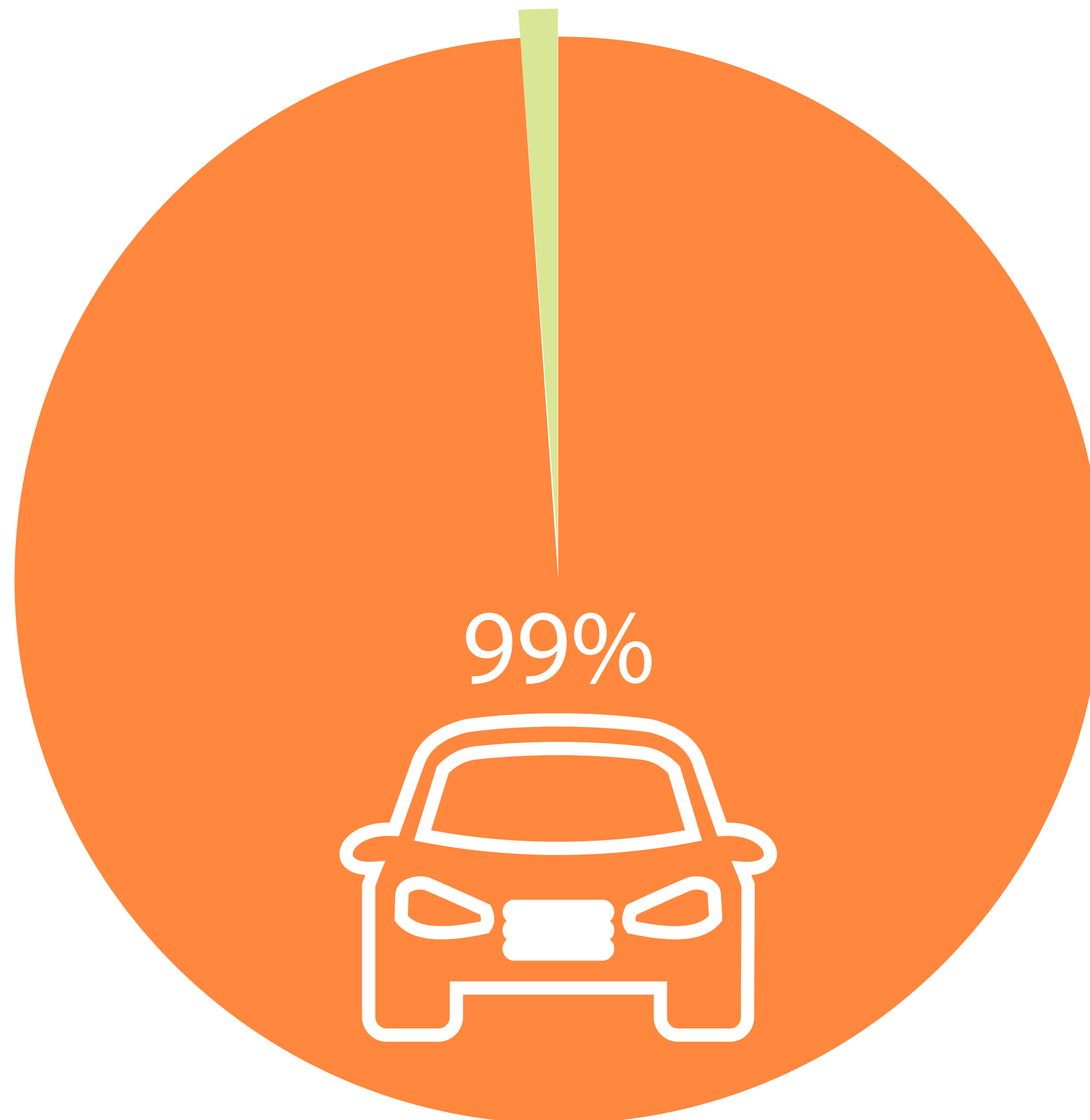
TO ACCESS RECREATION



RIDE FOR ENVIRONMENTAL
REASONS

How many have access to a car(s)?

ALL BUT TWO RESPONDENTS HAVE REGULAR ACCESS TO AT LEAST ONE VEHICLE



What other modes are used to regularly to make trips?

RESPONDENTS WERE ASKED TO PICK THEIR TOP THREE:



51% BIKE



21% WALK



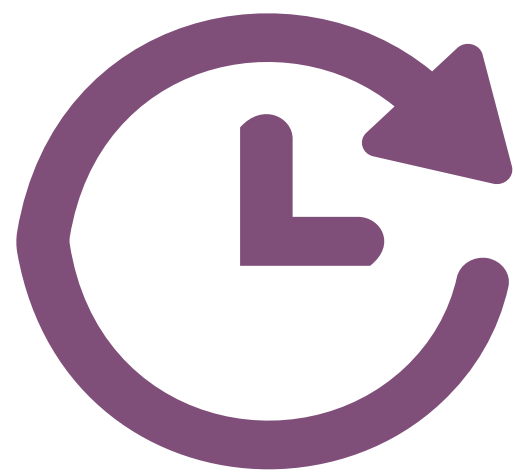
11% TNC

What prevents them from utilizing the system more?

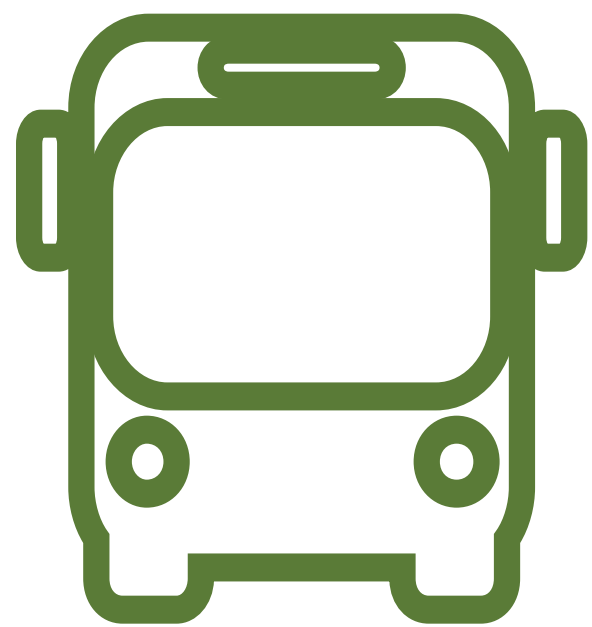
TOP THREE ANSWERS WERE:



1. NO TRANSIT STOPS NEAR MY HOUSE



2. USING TRANSIT TAKES TOO LONG



3. TRANSIT DOES NOT GO WHERE I NEED TO

Noteworthy responses not mentioned on former page -

RESPONDENTS ALSO HAD AN “OTHER” OPTION WHEN ASKED WHY THEY DO NOT RIDE TRANSIT MORE, SOME USEFUL COMMENTS INCLUDE:

The summer schedule isn't frequent enough

ADA access is poor

I feel unsafe waiting for the bus

Carrying skis is too hard

Route changes are inconvenient for accessing Deer Valley

Cold weather / icy walkways and roads

No dogs makes it tough

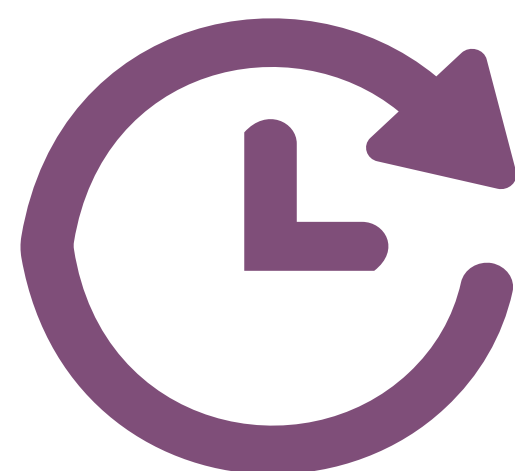
New routes make for inconvenient transfers

What would make people more likely to ride transit?

TOP THREE ANSWERS INCLUDE:



1. BUS STOPS CLOSER TO MY HOUSE

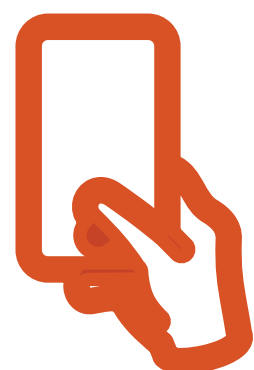


2. MORE FREQUENT BUSES



3. MORE BUS-ONLY LANES

Tied for third



3. AN UPDATED TRANSIT MOBILE APP

Noteworthy responses not mentioned on former page -

RESPONDENTS ALSO HAD AN “OTHER” OPTION WHEN ASKED WHY WHAT WOULD HELP THEM RIDE MORE FREQUENTLY:

Real-time information on the app

Needs to be more convenient than paying for parking

Smaller vehicles that can access more neighborhoods

I don't have a good understanding of where stops are and how to ride

Direct routes from Park and Rides to resorts with NO stops

Change the Pink line back

The ability to take my dog

More direct routes

We can't bike to bus stops in the winter, we need to address a coordinated system

Council Agenda Item Report

Meeting Date: January 16, 2020

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

5:45 p.m. - Break

Suggested Action:

Attachments:

Council Agenda Item Report

Meeting Date: January 16, 2020

Submitted by: Todd Andersen

Submitting Department: Budget, Debt & Grants

Item Type: Staff Report

Agenda Section:

Subject:

Monthly Budget Reporting for December, 2019

Suggested Action:

The attachments within this report consist of monthly revenue and expenditure reports detailed by Fund and Major Object Type. The format of these reports follows the audit procedure from the State Compliance Audit Guide, the Utah statute and sample summary reports found in the Utah Uniform Accounting Manual. These summary reports should be reviewed monthly by Council for all funds.

Attachments:

[Budget Monitoring Staff Report - December 2019](#)

[Exhibit A: Expenditure Report - December 2019](#)

[Exhibit B: Revenue Report - December 2019](#)

Memo

Subject: Monthly Budget Reporting for December 2019
Author: Todd Andersen - Budget & Performance Analyst
Department: Budget, Debt, & Grants
Date: January 3rd, 2020
Type of Item: Informational

State Compliance Monthly Budget Reporting for December 2019

The attachments within this report consist of monthly revenue and expenditure reports detailed by Fund and Major Object Type. The format of these reports follows the audit procedure from the State Compliance Audit Guide, the Utah statute and sample summary reports found in the Utah Uniform Accounting Manual. These summary reports should be reviewed monthly by Council for all funds.

Notable Observations:

Expenditures

- 44% of the General Fund Personnel budget has been spent, however, this will pick up in the second half of the fiscal year. Personnel costs are tracking lower than previous fiscal years due to when pay periods fall on the calendar.
- 41% of the General Fund Materials, Supplies, & Services budget has been spent, but is projected to be at around 99% spent by the end of the fiscal year.
- 39% of the total General Fund budget has been spent, but is projected to be at around 95% spent by the end of the fiscal year.
- 36% of the total Transportation Fund budget has been spent, but is projected to be at 93% spent by the end of the fiscal year.

Revenues

- Property tax revenues in the General Fund have lower YTD actuals from the previous FY, which is due to revenue accruals that haven't been recorded yet. There can be around a 2-month gap from when revenue is accrued, and when it hits the general ledger. This is also true of some revenues in the Transportation Fund (*Transit Charges for Services, Fines & Forfeitures*).

Attachment A: Expenditure Summary by Object and Type
Attachment B: Revenue Summary by Object and Type

Expenditures by Object Type- 6th Month of FY20 (December 2019)

January 3, 2020

Object Type	*YTD Actuals FY18	*YTD Actuals FY19	*YTD Actuals FY20	Annual Budget FY20	% Budget Used YTD FY20
011 GENERAL FUND					
01 PERSONNEL SERVICES	10,518,531	10,603,772	10,459,293	23,966,077	44%
02 MATERIALS, SUPPLIES AND SERVICES	465,756	535,592	532,860	1,284,179	41%
03 UTILITIES	245,930	329,570	282,453	1,588,397	18%
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	1,089,218	1,420,929	1,723,890	4,523,704	38%
05 PARTS/MAINTENANCE SUPPLIES	459,150	427,187	523,794	1,180,515	44%
06 SPECIAL SERV CONTRACT/MISC CHARGES	739,061	482,065	387,828	1,112,500	35%
07 CAPITAL OUTLAY	69,196	74,507	118,638	493,378	24%
09 INTERFUND TRANSFER	1,237,938	2,450,726	1,486,584	5,409,203	27%
Total 011 GENERAL FUND	14,824,778	16,324,348	15,515,340	39,557,953	39%
012 QUINN'S RECREATION COMPLEX					
01 PERSONNEL SERVICES	395,611	427,508	336,745	951,239	35%
02 MATERIALS, SUPPLIES AND SERVICES	36,575	19,907	17,876	60,770	29%
03 UTILITIES	54,499	59,702	42,498	156,200	27%
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	29,581	25,919	34,439	98,070	35%
05 PARTS/MAINTENANCE SUPPLIES	21,130	26,976	22,253	51,275	43%
06 SPECIAL SERV CONTRACT/MISC CHARGES	9,655	9,922	9,224	21,000	44%
07 CAPITAL OUTLAY	410			6,000	
09 INTERFUND TRANSFER	600				
Total 012 QUINN'S RECREATION COMPLEX	548,063	569,934	463,036	1,344,554	34%
022 DRUG CONFISCATIONS					
07 CAPITAL OUTLAY	10,498				
Total 022 DRUG CONFISCATIONS	10,498				
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND					
01 PERSONNEL SERVICES	16,021	11,675	10,623	32,668	33%
02 MATERIALS, SUPPLIES AND SERVICES	5,600	7,100	6,350	20,000	32%
03 UTILITIES	1,835	608	7,712	18,300	42%
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	1,017		1,700	70,000	2%
06 SPECIAL SERV CONTRACT/MISC CHARGES				568,000	
09 INTERFUND TRANSFER	820,560	820,560	1,046,268	2,092,532	50%
Total 023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	845,033	839,943	1,072,653	2,801,500	38%
024 MAIN STREET RDA SPECIAL REVENUE FUND					
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	4,710	921	722	50,000	1%
06 SPECIAL SERV CONTRACT/MISC CHARGES				405,000	

*represents Actuals from July 1st to December 31st of the specified FY

Expenditures by Object Type- 6th Month of FY20 (December 2019)

January 3, 2020

Object Type	*YTD Actuals FY18	*YTD Actuals FY19	*YTD Actuals FY20	Annual Budget FY20	% Budget Used YTD FY20
09 INTERFUND TRANSFER	376,002	376,002	345,000	690,000	50%
Total 024 MAIN STREET RDA SPECIAL REVENUE FUND	380,712	376,923	345,722	1,145,000	30%
031 CAPITAL IMPROVEMENT FUND					
01 PERSONNEL SERVICES	28,746	25,473	32,382		
07 CAPITAL OUTLAY	3,574,327	6,319,893	7,267,603	45,873,694	16%
09 INTERFUND TRANSFER	644,148	1,672,692	2,872,560	5,745,118	50%
Total 031 CAPITAL IMPROVEMENT FUND	4,247,221	8,018,058	10,172,545	51,618,812	20%
033 REDEVELOPMENT AGENCY-LOWER PRK					
01 PERSONNEL SERVICES	14,340	13,872	608		
07 CAPITAL OUTLAY	1,317,048	87,066	14,791	3,135,000	0%
09 INTERFUND TRANSFER		354,108	353,358	706,715	50%
Total 033 REDEVELOPMENT AGENCY-LOWER PRK	1,331,388	455,046	368,757	3,841,715	10%
034 REDEVELOPMENT AGENCY-MAIN ST					
07 CAPITAL OUTLAY	5,196	208,223		30,000	
09 INTERFUND TRANSFER	404,748	402,582	402,504	805,006	50%
Total 034 REDEVELOPMENT AGENCY-MAIN ST	409,944	610,805	402,504	835,006	48%
035 BUILDING AUTHORITY					
07 CAPITAL OUTLAY	1,430				
Total 035 BUILDING AUTHORITY	1,430				
038 EQUIPMENT REPLACEMENT CIP					
07 CAPITAL OUTLAY	372,724	877,835	764,166	1,285,600	59%
Total 038 EQUIPMENT REPLACEMENT CIP	372,724	877,835	764,166	1,285,600	59%
051 WATER FUND					
01 PERSONNEL SERVICES	1,387,599	1,387,043	1,475,189	3,307,652	45%
02 MATERIALS, SUPPLIES AND SERVICES	99,094	98,336	123,744	305,962	40%
03 UTILITIES	339,623	409,268	359,907	1,470,066	24%
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	359,529	480,605	547,758	1,215,183	45%
05 PARTS/MAINTENANCE SUPPLIES	464,052	384,917	564,573	891,927	63%
06 SPECIAL SERV CONTRACT/MISC CHARGES	36,471	45,708	42,327	52,000	81%
07 CAPITAL OUTLAY	5,870,456	2,338,336	7,718,077	40,376,046	19%
08 DEBT SERVICE	1,789,491	1,766,400	82,795	4,524,604	2%
09 INTERFUND TRANSFER	481,716	502,872	525,750	1,766,502	30%
Total 051 WATER FUND	10,828,031	7,413,484	11,440,120	53,909,942	21%
052 STORM WATER FUND					

*represents Actuals from July 1st to December 31st of the specified FY

Expenditures by Object Type- 6th Month of FY20 (December 2019)

January 3, 2020

Object Type	*YTD Actuals FY18	*YTD Actuals FY19	*YTD Actuals FY20	Annual Budget FY20	% Budget Used YTD FY20
01 PERSONNEL SERVICES	278,403	366,561	407,729	709,440	57%
02 MATERIALS, SUPPLIES AND SERVICES	13,757	10,222	9,838	71,000	14%
03 UTILITIES	507	33,655	16,287	39,700	41%
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	48,146	21,128	51,834	157,100	33%
05 PARTS/MAINTENANCE SUPPLIES	8,478	5,108	25,397	40,200	63%
06 SPECIAL SERV CONTRACT/MISC CHARGES	18				
07 CAPITAL OUTLAY		6,414	2,492	471,500	1%
09 INTERFUND TRANSFER	37,506	52,002	56,502	120,793	47%
Total 052 STORM WATER FUND	386,815	495,090	570,080	1,609,733	35%
055 GOLF COURSE FUND					
01 PERSONNEL SERVICES	421,951	461,517	420,434	950,807	44%
02 MATERIALS, SUPPLIES AND SERVICES	24,954	38,591	25,183	74,900	34%
03 UTILITIES	14,622	21,290	17,025	67,700	25%
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	26,382	24,241	36,605	94,535	39%
05 PARTS/MAINTENANCE SUPPLIES	102,844	128,802	102,586	240,800	43%
06 SPECIAL SERV CONTRACT/MISC CHARGES	23,364	25,140	25,311	30,500	83%
07 CAPITAL OUTLAY	159,901	-8,507	83,361	126,565	66%
08 DEBT SERVICE				32,377	
09 INTERFUND TRANSFER	62,556	71,454	70,548	141,090	50%
Total 055 GOLF COURSE FUND	836,573	762,527	781,053	1,759,274	44%
057 TRANSPORTATION FUND					
01 PERSONNEL SERVICES	3,626,870	4,528,029	4,171,320	9,834,295	42%
02 MATERIALS, SUPPLIES AND SERVICES	233,747	306,777	114,225	348,450	33%
03 UTILITIES	90,430	140,615	145,121	336,744	43%
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	305,912	404,938	359,864	1,465,400	25%
05 PARTS/MAINTENANCE SUPPLIES	11,775	4,473	1,392	40,000	3%
06 SPECIAL SERV CONTRACT/MISC CHARGES	30,324	79,314	15,114	29,000	52%
07 CAPITAL OUTLAY	4,276,064	1,141,558	718,722	4,514,762	16%
09 INTERFUND TRANSFER	1,469,532	1,514,370	1,713,006	3,426,017	50%
Total 057 TRANSPORTATION FUND	10,044,654	8,120,075	7,238,765	19,994,668	36%
058 PARKING FUND					
01 PERSONNEL SERVICES			427,147	960,441	44%
02 MATERIALS, SUPPLIES AND SERVICES			128,669	470,500	27%
03 UTILITIES			1,969	10,400	19%

*represents Actuals from July 1st to December 31st of the specified FY

Expenditures by Object Type- 6th Month of FY20 (December 2019)

January 3, 2020

Object Type	*YTD Actuals FY18	*YTD Actuals FY19	*YTD Actuals FY20	Annual Budget FY20	% Budget Used YTD FY20
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC			4,719	148,000	3%
05 PARTS/MAINTENANCE SUPPLIES			21,237	54,000	39%
06 SPECIAL SERV CONTRACT/MISC CHARGES			54,088	65,000	83%
07 CAPITAL OUTLAY				196,000	
09 INTERFUND TRANSFER			3,000	6,000	50%
Total 058 PARKING FUND			640,829	1,910,341	34%
062 FLEET SERVICES FUND					
01 PERSONNEL SERVICES	481,315	488,580	456,712	991,831	46%
02 MATERIALS, SUPPLIES AND SERVICES	21,014	30,707	37,100	79,099	47%
03 UTILITIES	355,326	294,252	471,213	1,071,800	44%
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	1,259			3,800	
05 PARTS/MAINTENANCE SUPPLIES	236,455	231,042	316,297	800,200	40%
07 CAPITAL OUTLAY			-1,115		
Total 062 FLEET SERVICES FUND	1,095,369	1,044,581	1,280,208	2,946,730	43%
064 SELF INSURANCE FUND					
02 MATERIALS, SUPPLIES AND SERVICES	16,233	18,342	23,239	50,500	46%
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	78,519	208,619	415,292	872,560	48%
06 SPECIAL SERV CONTRACT/MISC CHARGES	499,413	545,520	605,087	710,000	85%
Total 064 SELF INSURANCE FUND	594,165	772,480	1,043,618	1,633,060	64%
070 SALES TAX REV BOND - DEBT SVS FUND					
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	74,561				
08 DEBT SERVICE	327,669	894,045	4,600	5,037,565	0%
Total 070 SALES TAX REV BOND - DEBT SVS FUND	402,230	894,045	4,600	5,037,565	0%
071 DEBT SERVICE FUND					
08 DEBT SERVICE	407,429	831,687	1,575,127	5,307,335	30%
Total 071 DEBT SERVICE FUND	407,429	831,687	1,575,127	5,307,335	30%
TOTAL	47,567,058	48,406,861	53,679,124	196,538,788	27%

*represents Actuals from July 1st to December 31st of the specified FY

January 3, 2020

GLOSSARY OF FUNDS

1) General Fund

The General Fund is the principal fund of the City. The General Fund accounts for the normal recurring activities of the City (i.e., police, public works, community development, library, recreation, and general government). These activities are funded principally by user fees, and property, sales, and franchise taxes. Accounting records and budgets for governmental fund types are prepared and maintained on a modified accrual basis. Revenues are recorded when available and measurable. Expenditures are prepared and recorded when services or goods are received and the liabilities are incurred. Funds included are the following:

- General Fund
- Quinn's Recreation Complex Fund

2) Special Revenue Funds

The Special Revenue Funds are used to account for specific revenue sources that are restricted, committed or assigned to expenditures for particular purposes. These special revenue funds account for the agencies' redevelopment activities which are supported by property tax increment revenue.

- Lower Park Avenue RDA Special Revenue Fund
- Main Street RDA Special Revenue Fund
- *Police Special Revenue Fund*
- *Drug Confiscations (Criminal Forfeiture Restricted Account)*

3) Capital Project Funds

Accounting records and budgets for all capital project funds are prepared and maintained on a modified accrual basis. The capital project funds are used to account for the construction of major capital projects not included in the proprietary funds. The City has undertaken a major prioritization process for its CIP projects. This budget reflects that prioritization.

- Capital Improvement Fund - is used to account for capital projects of the City's general government.
- Redevelopment Agency- Lower Park Fund - Accounts for the acquisition or construction of capital projects in the Lower Park Avenue RDA area.
- Redevelopment Agency- Main Street Fund - Accounts for capital projects in the Main Street RDA area.
- Equipment Replacement CIP Fund - Accounts for the accumulation of resources for the future replacement of fixed assets such as computers, vehicles, heavy equipment.
- *Building Authority*
- *Park City Housing Authority*

Expenditures by Object Type- 6th Month of FY20 (December 2019)

January 3, 2020

4) Enterprise Funds

The Enterprise Funds are used to account for operations that are financed and operated in a manner similar to private businesses. Accounting records for proprietary fund types are maintained on an accrual basis. Budgets for all enterprise funds are prepared on a modified accrual basis. Depreciation is not budgeted for in the City's enterprise funds. Included are the following:

- **Water Fund** - Accounts for the operation of the City's water utilities, including debt service on associated water revenue bonds.
- **Transportation Fund** - Accounts for the operation of the City's public transportation (bus and trolley) system.
- **Parking Fund** - Accounts for the operation of the City's parking programs.
- **Golf Course Fund** - Accounts for the operation of the City's golf course.
- **Storm Water Fund** – Accounts for the operations and capital of the City's storm water utilities, including debt service on associated storm water revenue bonds.
- *Recreation Fund*

5) Debt Service Funds

Accounting records and budgets for all debt service funds are prepared on a modified accrual basis.

- **Park City General Long-Term Debt Service Fund** - The fund accounts for the accumulation of money for the repayment of the 1988, 1993 and 1999 A, 2000, 2005, and 2008 General Obligation Bonds and the 1992 Excise Tax Revenue Bond (Class "C"). The sources of revenue are property and fuel tax.
- **Sales Tax Revenue Debt Service Fund** - This fund accounts for the accumulation of money for the repayment of the 2005 Series A & B Sales Tax Revenue Bonds. The sources of revenue are sales tax, some RDA proceeds, and Parks and Public Safety impact fees.

6) Internal Service Funds

The internal service funds are used to account for the financing and operation of services provided to various City departments and other governments on a cost-reimbursement basis. Accounting records for all internal service funds are prepared on an accrual basis. Budgets for all internal service funds are prepared on a modified accrual basis. Depreciation is not budgeted for in the City's internal service funds. Included are the following:

- **Fleet Fund** - Accounts for the cost of storage, repair, and maintenance of City-owned vehicles.
- **Self-Insurance Fund** - Accounts for the establishment of self-insured programs including Workers' Compensation, Unemployment Compensation, and liability insurance.
- *Equipment Replacement Fund*
- *Circuit Court Fund*

January 3, 2020

GLOSSARY OF OBJECT TYPES

An **object type** is used to classify types of expenditures within a fund.

Personnel Services: associated with personnel costs such as full-time positions, part-time positions, contract positions, benefits, overtime, and vacancy factor.

Materials, Supplies, & Services: associated with various department costs such as meetings, conference travel, recruitment & training, office supplies, uniforms & clothing, and printing.

Utilities: associated with utility costs such as electricity, natural gas, telephone, cellular, waste collection, water, sewer, gasoline, and other fuels.

Contract Services/Consulting/Software Licenses: associated with third-party contract, consulting, and software license costs.

Parts/Maintenance Supplies: associated with parts and supplies to maintain the City's assets, such as buildings, equipment, and vehicles.

Special Service Contract/Miscellaneous Charges: As part of the budget process, the City Council allocates funds to contract with nonprofit organizations offering services consistent with the needs and goals of the City. Miscellaneous charges include but are not limited to bank charges and insurance/surety bonds.

Capital Outlay: Major equipment and facilities that have a useful life of more than one year, and a cost in excess of \$1,000.

Debt Service: The annual payments (*principal & interest*) made by the City against its outstanding debt.

Inter-fund Transfer: Financial transactions between City funds.

Revenues by Revenue Type- 6th Month of FY20 (December 2019)

January 3, 2020

Revenue Type	*YTD Actuals FY18	*YTD Actuals FY19	*YTD Actuals FY20	Annual Budget FY20	Remaining Budget FY20
011 GENERAL FUND					
Property Taxes	8,464,195	9,472,438	3,286,514	11,196,658	7,910,144
Sales Tax	3,132,696	3,268,048	3,057,846	15,231,123	12,173,277
Franchise Tax	942,742	946,843	920,800	3,262,000	2,341,200
Licenses	340,083	329,651	305,482	312,000	6,518
Planning Building & Engineering Fees	1,867,609	2,285,216	2,380,638	2,397,000	16,362
Special Event Fees	20,875	48,864	99,108	264,000	164,892
Federal Revenue	3,125	3,125	4,476	48,000	43,524
State Revenue	61,138	82,399		68,000	68,000
County/SP District Revenue	17,000	5,000		22,000	22,000
Cemetery Charges for Services	15,420	10,886	11,681	138,000	126,319
Recreation	940,230	883,031	809,011	2,145,000	1,335,989
Other Service Revenue	26,989	17,687	31,815	120,292	88,477
Library Fines & Fees	15,961	11,713	8,405	18,000	9,595
Misc. Revenues	169,502	478,951	440,896	818,000	377,104
Interfund Transactions (Admin)	931,092	979,332	1,004,922	2,724,847	1,719,925
Special Revenues & Resources	71,569	51,777	33,109	8,935	-24,174
Total 011 GENERAL FUND	17,020,225	18,874,960	12,394,705	38,773,855	26,379,150
012 QUINN'S RECREATION COMPLEX					
Recreation	2,295	4,043	1,405	5,000	3,595
Ice	442,872	430,897	296,754	865,000	568,246
Misc. Revenues	-190	-176	3,698	2,000	-1,698
Total 012 QUINN'S RECREATION COMPLEX	444,977	434,764	301,857	872,000	570,143
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND					
Property Taxes	2,542,180	2,658,040	1,895	2,947,000	2,945,105
Total 023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	2,542,180	2,658,040	1,895	2,947,000	2,945,105
024 MAIN STREET RDA SPECIAL REVENUE FUND					
Property Taxes	1,092,267	996,445	5,539	1,195,000	1,189,461
Total 024 MAIN STREET RDA SPECIAL REVENUE FUND	1,092,267	996,445	5,539	1,195,000	1,189,461
031 CAPITAL IMPROVEMENT FUND					
Sales Tax	1,055,159	1,579,718	1,573,304	9,750,207	8,176,903
Planning Building & Engineering Fees	262,691	380,566	277,390	355,000	77,610
Federal Revenue	1,044				
State Revenue	140,829	150,481	245,275	360,000	114,725
County/SP District Revenue	1,500,000		569,000	2,030,000	1,461,000

*represents Actuals from July 1st to December 31st of the specified FY

Revenues by Revenue Type- 6th Month of FY20 (December 2019)

January 3, 2020

Revenue Type	*YTD Actuals FY18	*YTD Actuals FY19	*YTD Actuals FY20	Annual Budget FY20	Remaining Budget FY20
Misc. Revenues	843,243	251,824	3,779,062	20,198,000	16,418,938
Interfund Transactions (CIP/Debt)		1,178,520		2,436,030	2,436,030
Special Revenues & Resources	316,533	69,636	158,053	481,487	323,434
Bond Proceeds				8,000,000	8,000,000
Total 031 CAPITAL IMPROVEMENT FUND	4,119,500	3,610,744	6,602,083	43,610,724	37,008,641
033 REDEVELOPMENT AGENCY-LOWER PRK					
Misc. Revenues			173		-173
Interfund Transactions (CIP/Debt)	820,560	820,560	1,046,268	2,092,532	1,046,264
Total 033 REDEVELOPMENT AGENCY-LOWER PRK	820,560	820,560	1,046,441	2,092,532	1,046,091
034 REDEVELOPMENT AGENCY-MAIN ST					
Interfund Transactions (CIP/Debt)	376,002	376,002	345,000	690,000	345,000
Total 034 REDEVELOPMENT AGENCY-MAIN ST	376,002	376,002	345,000	690,000	345,000
038 EQUIPMENT REPLACEMENT CIP					
Misc. Revenues	6,332	38,036	18,333		-18,333
Interfund Transactions (CIP/Debt)	536,850	536,850	642,798	1,285,600	642,802
Total 038 EQUIPMENT REPLACEMENT CIP	543,182	574,886	661,131	1,285,600	624,469
051 WATER FUND					
Planning Building & Engineering Fees	790,410	1,194,564	1,239,604	750,000	-489,604
Water Charges for Services	9,174,212	10,164,742	9,461,184	19,309,129	9,847,945
Misc. Revenues	159,037	147,132	166,781	178,023	11,242
Special Revenues & Resources		169,305		1,400,000	1,400,000
Bond Proceeds				45,000,000	45,000,000
Total 051 WATER FUND	10,123,658	11,675,743	10,867,568	66,637,152	55,769,584
052 STORM WATER FUND					
Water Charges for Services	523,701	652,085	680,306	1,250,000	569,694
Total 052 STORM WATER FUND	523,701	652,085	680,306	1,250,000	569,694
055 GOLF COURSE FUND					
Recreation	1,010,189	1,039,255	1,031,505	1,519,596	488,091
Misc. Revenues	76	537	443	51,350	50,907
Interfund Transactions (CIP/Debt)	12,498	12,498	12,498	25,000	12,502
Total 055 GOLF COURSE FUND	1,022,763	1,052,290	1,044,446	1,595,946	551,500
057 TRANSPORTATION FUND					
Sales Tax	1,221,190	1,274,145	1,502,597	5,718,450	4,215,853
Licenses	922,468	888,618	905,910	835,288	-70,621
Special Event Fees	1,596	2,360			

*represents Actuals from July 1st to December 31st of the specified FY

Revenues by Revenue Type- 6th Month of FY20 (December 2019)

January 3, 2020

Revenue Type	*YTD Actuals FY18	*YTD Actuals FY19	*YTD Actuals FY20	Annual Budget FY20	Remaining Budget FY20
Federal Revenue			88,436	6,281,051	6,192,615
Transit Charges for Services	1,946,318	2,320,164	258,258	8,588,612	8,330,354
Fines & Forfeitures	610,763	1,273,333	2,348		-2,348
Misc. Revenues	44,215	49,219	49,099	318,949	269,850
Special Revenues & Resources	172,280	130,349	73,998	693,328	619,330
Total 057 TRANSPORTATION FUND	4,918,829	5,938,187	2,880,646	22,435,678	19,555,032
058 PARKING FUND					
Special Event Fees			1,870		-1,870
Fines & Forfeitures			911,497	2,995,080	2,083,583
Misc. Revenues			1		-1
Total 058 PARKING FUND			913,368	2,995,080	2,081,712
062 FLEET SERVICES FUND					
Interfund Transactions (Admin)	1,286,712	1,282,508	1,474,500	2,949,000	1,474,500
Total 062 FLEET SERVICES FUND	1,286,712	1,282,508	1,474,500	2,949,000	1,474,500
064 SELF INSURANCE FUND					
Misc. Revenues	137,502	137,502	137,502	275,000	137,498
Interfund Transactions (Admin)	442,782	520,866	639,432	1,286,651	647,219
Total 064 SELF INSURANCE FUND	580,284	658,368	776,934	1,561,651	784,717
070 SALES TAX REV BOND - DEBT SVS FUND					
Misc. Revenues	13,062	91,349	304,952		-304,952
Interfund Transactions (Admin)	79,914	80,850	81,240	162,477	81,237
Interfund Transactions (CIP/Debt)	1,048,896	2,429,382	3,628,422	7,256,839	3,628,417
Bond Proceeds	35,227,871				
Total 070 SALES TAX REV BOND - DEBT SVS FUND	36,369,743	2,601,581	4,014,614	7,419,316	3,404,702
071 DEBT SERVICE FUND					
Property Taxes	6,432,184	6,036,374		6,036,374	6,036,374
Misc. Revenues	26,988	24,846	22,430	45,967	23,537
Total 071 DEBT SERVICE FUND	6,459,172	6,061,220	22,430	6,082,341	6,059,911
TOTAL	88,243,755	58,268,384	44,033,464	204,392,875	160,359,411

*represents Actuals from July 1st to December 31st of the specified FY

January 3, 2020

GLOSSARY OF FUNDS

1) General Fund

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- Quinn's Recreation Complex Fund

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- Lower Park Avenue RDA Special Revenue Fund
- Main Street RDA Special Revenue Fund
- *Police Special Revenue Fund*
- *Drug Confiscations (Criminal Forfeiture Restricted Account)*

3) Capital Project Funds

Accounting records and budgets for all capital project funds are prepared and maintained on a modified accrual basis. The capital project funds are used to account for the construction of major capital projects not included in the proprietary funds. The City has undertaken a major prioritization process for its CIP projects. This budget reflects that prioritization.

- Capital Improvement Fund - is used to account for capital projects of the City's general government.
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- Equipment Replacement CIP Fund - Accounts for the accumulation of resources for the future replacement of fixed assets such as computers, vehicles, heavy equipment.
- *Building Authority*
- *Park City Housing Authority*

Revenues by Revenue Type- 6th Month of FY20 (December 2019)

January 3, 2020

4) Enterprise Funds

The Enterprise Funds are used to account for operations that are financed and operated in a manner similar to private businesses. Accounting records for proprietary fund types are maintained on an accrual basis. Budgets for all enterprise funds are prepared on a modified accrual basis. Depreciation is not budgeted for in the City's enterprise funds. Included are the following:

- **Water Fund** - Accounts for the operation of the City's water utilities, including debt service on associated water revenue bonds.
- **Transportation Fund** - Accounts for the operation of the City's public transportation (bus and trolley) system.
- **Parking Fund** - Accounts for the operation of the City's parking programs.
- **Golf Course Fund** - Accounts for the operation of the City's golf course.
- **Storm Water Fund** – Accounts for the operations and capital of the City's storm water utilities, including debt service on associated storm water revenue bonds.
- *Recreation Fund*

5) Debt Service Funds

Accounting records and budgets for all debt service funds are prepared on a modified accrual basis.

- **Park City General Long-Term Debt Service Fund** - The fund accounts for the accumulation of money for the repayment of the 1988, 1993 and 1999 A, 2000, 2005, and 2008 General Obligation Bonds and the 1992 Excise Tax Revenue Bond (Class "C"). The sources of revenue are property and fuel tax.
- **Sales Tax Revenue Debt Service Fund** - This fund accounts for the accumulation of money for the repayment of the 2005 Series A & B Sales Tax Revenue Bonds. The sources of revenue are sales tax, some RDA proceeds, and Parks and Public Safety impact fees.

6) Internal Service Funds

The internal service funds are used to account for the financing and operation of services provided to various City departments and other governments on a cost-reimbursement basis. Accounting records for all internal service funds are prepared on an accrual basis. Budgets for all internal service funds are prepared on a modified accrual basis. Depreciation is not budgeted for in the City's internal service funds. Included are the following:

- **Fleet Fund** - Accounts for the cost of storage, repair, and maintenance of City-owned vehicles.
- **Self-Insurance Fund** - Accounts for the establishment of self-insured programs including Workers' Compensation, Unemployment Compensation, and liability insurance.
- *Equipment Replacement Fund*
- *Circuit Court Fund*

January 3, 2020

GLOSSARY OF REVENUE TYPES

Property Taxes: There are several property tax collecting entities in Park City: PCMC, Park City School District, Park City Fire District, Summit County, Weber Basin Water District, and the Mosquito Abatement District. Summit County assesses taxable property value and collects all property tax.

Sales Tax: a tax imposed on the sale of goods and services. The total sales tax rate is made up of several rates levied by the State, County, and City, such as sales & use tax, RAP (*recreation, arts, & parks*) tax, transportation tax, mass transit tax, and resort city sales tax.

Franchise Tax: collected by the telephone, natural gas, electric utilities, cable television and sewer companies, and sent to the City periodically.

Licenses: revenue received from liquor licenses, business licenses, nightly rental licenses, HOA fees.

Planning, Building, & Engineering Fees: revenue received to maintain the City's code enforcement and regulatory compliance operations. Examples include but are not limited to fees for planning applications, building permits, demolition permits, sign permits, construction inspections, engineering fees, and impact fees.

Special Event Fees: revenue received for the City's special event operations. Examples include but are not limited to special event application fees, facility or equipment rental, trail fees, parking fees, and fees for various City departments to support special events (*public safety/public works/parks/building*).

Federal Revenue: revenue received in the form of grants from the federal government.

State Revenue: revenue received from state government. Examples include but are not limited to state liquor sales, police forfeited found property, and class C road funding.

County/Special Service District (SP) Revenue: revenue received from Summit County or Special Service Districts. Examples include but are not limited to the restaurant tax grant, and the RAP tax (*recreation, arts, & parks*) grant.

Water Charges for Services: revenue received from the operation of the City's water utilities. Examples include but are not limited to water service fees, water meter sale or rental, reconnection fees, storm water fees, and late fees.

Transit Charges for Services: revenue received from the operation of the City's public transportation (*bus and trolley*) system. Examples include but are not limited to regional transit revenue, fare revenue, and bus advertising.

Revenues by Revenue Type- 6th Month of FY20 (December 2019)

January 3, 2020

Cemetery Charges for Services: revenue received from cemetery burial and cemetery lot fees.

Recreation: revenue received from the operation of the City's recreation programs. Examples include but are not limited to facility usage fees, tennis lessons, tennis court fees, camp fees, league fees, golf fees, and golf pro shop retail sales.

Ice: revenue received from the operation of the City's ice facility. Examples include but are not limited to ice rental, league fees, class fees, retail sales, advertising, and equipment rental.

Other Service Revenue: reimbursed court fee.

Library Fines & Fees: revenue received from the City's library operations. As of January 2019, the Park City Library no longer charges fines on overdue items, but still charges a replacement fee for lost items.

Fines & Forfeitures: revenue received from the operation of the City's parking programs. Examples include but are not limited to city fines, parking permits, token/validation revenue, and meter revenue.

Misc. Revenues: Examples include but are not limited to interest earnings, rent earnings, sale of assets, business improvement district, and the Build America Bond subsidy.

Inter-fund Transactions (Admin): financial transactions between City funds for administrative charges and the City's Self-Insurance Fund.

Inter-fund Transactions (CIP/Debt): financial transactions between City funds relating to CIP and debt.

Special Revenues & Resources: Examples include but are not limited to donations, other contributions, library fundraising donations, and summit leadership.

Bond Proceeds: proceeds from the City's issuance of bonds (*debt*).

Council Agenda Item Report

Meeting Date: January 16, 2020

Submitted by: Holly Lopez

Submitting Department: Public Utilities

Item Type: Staff Report

Agenda Section:

Subject:

Park City Receives Reach Award

Suggested Action:

Information only

Attachments:

[Reach Award Staff Report](#)

City Council Staff Communications Report

Subject: Park City Receives Reach Award
Author: Holly Lopez, Executive Assistant
Department: Public Utilities
Date: January 16, 2020
Type of Item: Informational

Park City received a REACH award from Xylem Inc., for the City's work on reducing water loss and better monitoring of pressure reducing valves. Xylem Inc. is a leading water technology company committed to "solving water" by creating innovative and smart technology solutions to meet water, wastewater and energy needs.

Background

Water Loss

Park City's water loss reduction efforts are extensive, including working with Visenti, Wachs Water, and additional repair supported by the internal Water Distribution team and local contractors. This was last discussed with Council in a November 21, 2019 [staff report](#).

Reducing water loss, or non-revenue water, continues to be a focus in the Public Utilities Department. By reducing water loss, we are able to reduce our carbon footprint, reduce water demand and impact to rate payers, and support the Snyderville Basin water needs without an additional water importation project.



Pressure Reducing Valve Monitoring

Pressure reducing valve (PRV) monitoring was a project undertaken to better monitor our distribution system. PRV's reduce water pressure in order to keep water pressure at a usable level and to protect water infrastructure from unnecessary force. The City maintains about 50 PRV vaults, and prior to this project, the vast majority were monitored solely by a monthly visit from a water worker. Traditional remote monitoring required electricity and tens of thousands of dollars in physical improvements to each site, plus meaningful ongoing expenses. The City was able to deploy battery operated devices that communicate over an existing network at many locations for under \$1,000 a site, plus installation costs. This allowed us to remotely monitor many of our PRVs allowing us to detect issues earlier, and reduce the stress on the pipe network leading to fewer breaks and an increased lifespan of system assets.

Xylem Press Release & Media

[Press Release](#)

[A short video, focused on the pressure reducing valve monitoring project.](#)

Council Agenda Item Report

Meeting Date: January 16, 2020

Submitted by: Celia Peterson

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Update on Electric Vehicle Chargers

Suggested Action:

none

Attachments:

[Electric Vehicle Chargers Staff Report](#)

[Exhibit A: UCAIR Award](#)

[Exhibit B: UCAIR Funding Plan](#)

City Council Staff Report

Subject: Update on electric vehicle chargers

Author: Celia Peterson

Department: Sustainability

Date: 01/16/2020

Type of Item: Informative

Background

- Vehicle emissions contribute significantly to Park City's carbon footprint, and increasing traffic and congestion continue despite best efforts to shift the community to public transportation.
- Converting from combustion engines to electric vehicles for personal transport is a key part of Park City's climate action plan moving forward.
- Electric vehicles (EVs) have no tailpipe emissions, and therefore are an important tool to reduce emissions, as well as preserve air quality and the health of residents and visitors alike.

Discussion

Since November, fourteen (14) electric vehicle charges have been installed at three locations on Park City Municipal properties in order to make purchasing electric vehicle more viable for residents and visitors. Locations were selected based upon existing electrical infrastructure easy to install; that is, no infrastructure upgrades or new service agreements with Rocky Mountain Power were required prior to installation:

Location	# charging ports (i.e. # parking stalls allocated)
Brew Pub parking lot	4
City Park, near bandstand	4
China Bridge	6 additional (2 already existed, so now a total of 8)

At the Brew Pub parking lot, we installed what are called "networked" chargers. They are connected to the internet and we can collect usage information, as well as link to apps that can inform EV owners when their car is fully charged. Networked chargers also enable the City to charge a fee for EV charging, however staff determined that, at least initially, the public benefit of EV vehicle and costs of processing credit card charges are outweighed by the public benefit and alignment with our sustainability goals.

The rest of the chargers installed were non-networked, which are considerably less expensive. The rationale behind installing mostly non-networked chargers is to get the infrastructure to support EV charging set up as quickly as possible. Charging technology is changing very quickly, and setting up the electrical infrastructure to support EV charging and getting as many charging locations available to the public are the main priorities right now.

Tentative parking lot locations that are being scoped for additional installations early 2020: South Marsac, Bob Wells Plaza, Public Works, the Library, Flagpole lot, Ice

Arena, the MARC and Mawhinney lot. An additional proposed location is at the new Mountain Trails location in Quinns Junction.

UCAIR Grant

In addition, Park City Municipal was recently awarded \$20,000 from [UCAIR](#) (Utah Clean Air) to award to four local parking lot owners \$5,000 each as further incentive to install electric vehicle chargers for public use (see Attachment 1). Funds will be distributed based on an application process, including scoring criteria such as location, number of chargers to be installed, public access, etc. Funding will be allocated to four local lot owners in the amount of \$5,000 each (See Attachment 2).

Funding

- Funding for installation of EV chargers on City properties has been secured through the capital budget. Rocky Mountain Power has agreed to incentivize 50 percent of installations on City properties. In addition, staff has been working with Leaders for Clean Air to obtain a 75 percent reduction in cost of chargers.
- Funding of \$20,000 is provided by UCAIR for EV charger installation on privately owned parking lots.
- Additional funding is being sought for workplace charging through a grant from the Utah Department of Environmental Quality.

Attachments

Exhibit A: UCAIR award letter

Exhibit B: Plan for UCAIR funding



UCAIR Board

Amanda Smith, Chair
Liz Joy, MD, MPH, Chair-Elect
Scott Baird, Secretary
Paul Hacking, Treasurer
Jon Cox
Christian Gardner
Andrew Gruber
Kerry Kelly, PE, PhD
Gordon Larsen
Tom Morgan
Abby Osborne
Robert Paine III
Stephen C. Sands
Emily Schilling

UCAIR Staff

Thom Carter, Executive Director
Bailey Toolson, Program Manager
Olivia Niituma, Office Manager
195 North 1950 West
Salt Lake City, UT 84116

November 18, 2019

Celia Peterson
Park City Municipal Corporation
446 Marsac Avenue
Park City, UT 84060

Ms. Peterson,

The Utah Clean Air Partnership Board of Directors thanks you for your 2019-2020 UCAIR Grant application. We are sincerely grateful for the work you are doing to enhance our air quality. It is a team effort and we must work together to find solutions.

It is with great pleasure we inform you the UCAIR Grant Committee has decided to fund a portion of your 100 EV Chargers for Park City in 2019 project with a grant of \$20,000. These funds are intended to support four grants, instead of three, to local businesses to install EV chargers on their property for public use. As this is a change to the project, UCAIR staff will be reaching out to ascertain the feasibility of this portion of the project moving forward.

The staff and board members of are excited to partner with the Park City Municipal Corporation on this project, we believe this project has potential to improve the air quality in Utah. UCAIR Grant recipients are required to sign a UCAIR Grant Partners Agreement before receiving funding. This agreement outlines your responsibilities and reporting requirements.

Congratulations on being selected as a 2019-2020 UCAIR Grant recipient. We look forward to working with you as you develop this project and providing support as you implement it. We are proud to move forward with you as a UCAIR Grant Partner. Together we will have a positive impact.

Sincerely,

Thom Carter
Executive Director

Exhibit B: Plan for UCAIR Funding

Organization and Project Summary- EV Chargers in Park City

Park City, Utah is not only home to world class ski resorts and the Sundance Film Festival, but it also has North America's most ambitious climate goals: to be a carbon neutral community that runs on 100% renewable electricity by 2030. A key driver of success towards this goal is transitioning to electric vehicles (EVs). The City is in the process of installing about sixty EV charging points on municipally-owned lots for public use, which will fully powered by renewables by 2022. Electric vehicles not only eliminate tailpipe emissions that pollute the air, in Park City they will be charged with renewables so that no pollution is produced at the power plant! Through a partnership with Summit Community Power Works (a program of Utah Clean Energy) and funding from UCAIR, the City will launch a competitive campaign to grant four local businesses \$5000 each to install EV chargers on their lots for public use, and to promote electric vehicles as a viable solution to reduce harmful emissions. This UCAIR grant will help build momentum to encourage the private sector to take action to improve air quality and help reach our climate goals.

EV Charger Funding Application

(launch in February, after Sundance)

Requirements:

- Lot must be located within the municipal limits of Park City.
- EV chargers for which funds are allocated must be available to the public on a permanent basis.
- This grant applies to installation of Level 2 chargers on commercial, multi-family properties, or homes AS LONG AS the chargers are available for public use.
- EV chargers must be installed by December 31, 2020.
- Park City Municipal is not responsible for installation, upkeep, or anything related to the EV chargers for which funding is provided.
- Installed signage must be consistent with Park City Municipal to be recognizable around town for EV users.
- If this grant will be applied to installation of chargers in a valet or hotel garage, how will public access be ensured?
- Upon installation, chargers must be added to PlugShare as a charging station available for public use.

Application Questions:

1. Address of parking lot you intend to install EV chargers.
2. How many parking spaces are in the lot?
3. How many EV chargers do you intend to install as part of the project for which you are applying for funding?
4. Do you intend to charge a fee for charging?

5. Have you already installed EV chargers on any lots that you own?
6. Have you undertaken any preliminary work to ensure power supply for EV chargers on site?

Selection committee: Celia Peterson & Luke Cartin (Environmental Sustainability), Dave Gustafson (Sustainability), Elizabeth Jackson (Planning), representative from UCAIR, representative from SCPW

Council Agenda Item Report

Meeting Date: January 16, 2020

Submitted by: Brooke Moss

Submitting Department: Human Resources

Item Type: Staff Report

Agenda Section:

Subject:

Request to Authorize the City Manager to Execute a Contract with HB Staffing to Provide Temporary Staffing Services on an As-Needed Basis in an Amount Not to Exceed \$15,000 per Year

Suggested Action:

Attachments:

[Temporary Staffing Services Staff Report](#)

[Exhibit A: Temporary Staffing Cost Proposals](#)



City Council Staff Report

Subject: City Staff Compensation
Author: Jason Checketts, HR Generalist
Department: Human Resources
Date: January 9th, 2020
Type of Item: New Business – Contract Approval

Recommendation

Staff recommends Council authorize the City Manager to execute a contract in a form approved by the City Attorney with HB Staffing to provide temporary staffing services on an as-needed basis in an amount not to exceed \$15,000 per calendar year.

Problem

After having spent more than \$20,000 over the past 5 years in temporary services, staff advertised a request for proposals (RFP) in order to consider other vendors that offer temporary staffing services to ascertain the best rates and services. In response to our RFP we received a total of three responses.

Background

More and more often, Park City Municipal requires temporary staff on an as-needed basis. The City has successfully used temporary services to fill vacancies in administrative roles due to long periods of absence for employees out on sick leave, family leave, or vacation.

Recommendation and Alternatives

Recommendation: Contract with HB Staffing to provide temporary services. With an office located in Park City, HB Staffing provides full-service staffing solutions for Public agencies and has been in business for 20 years. HB Staffing has the lowest fee proposal submitted of the three vendors that responded to the City's RFP (see Exhibit A.)

Alternative A: Select different vendor. The City received a total of three responses to the RFP. Other responses were from Global Solutions, and Ameka Consulting Group. Both of these other vendors are located in Michigan and have an emphasis on staffing for IT services. These vendors also proposed higher wage rates for temporary employees.

Department Review:

This report has been reviewed by City Manager, Human Resources, and Legal.

Funding Source:

The funding for temporary services is paid for by each department's contractor services line.

Recommendation:

Staff recommends Council authorize the City Manager to execute a contract in a form approved by the City Attorney with HB Staffing to provide temporary staffing services on an as-needed basis in an amount not to \$15,000 per calendar year.

Exhibit A

Fee Proposal: HB Staffing

Classification:	Pay Low	Pay High	Bill Low	Bill High
Front Desk Receptionist	\$ 13.50	\$ 16.50	\$ 19.31	\$ 23.60
Administrative Assistant	\$ 17.00	\$ 20.00	\$ 24.31	\$ 28.60

Fee Proposal: Global Solutions Group, Inc.

Classification:	Employee Pay	Bill Rate
Front Desk Receptionist	\$ 17.15	\$ 24.52
Administrative Assistant	\$ 21.68	\$ 30.57

Fee Proposal: Ameka Consulting Group

Classification:	Employee Pay	Bill Rate
Front Desk Receptionist / Admin Assistant	\$ 21.00	\$ 28.00

Council Agenda Item Report

Meeting Date: January 16, 2020

Submitted by: Beth Bynan

Submitting Department: Finance & Accounting

Item Type: Staff Report

Agenda Section:

Subject:

Request to Approve Type 2 Convention Sales License Applications for Businesses Operating During the 2020 Sundance Film Festival

Suggested Action:

Approve

Attachments:

[CSL Staff Report](#)

[Exhibit A: January 16 CSL List](#)

[Exhibit B: January 16 CSL Map](#)

City Council Staff Report



Subject: Council Approval of Type 2 Convention Sales Licenses for Operation during the 2020 Sundance Film Festival
Author: Beth Bynan, Business License Specialist
Department: Finance
Date: January 16, 2020
Type of Item: Consent

Summary Recommendation

Staff is requesting Council approval of the Type 2 Convention Sales License (CSL) applications listed in Exhibit A for operation during the 2020 Sundance Film Festival (Festival) contingent on passing the Final Inspection Post Application (FIPA).

Executive Summary

The Type 2 Convention Sales License applicants to date pending approval are shown in Exhibit A. The applicants have obtained a pre-inspection prior to application (PIPA), provided a site/floor plan stamped by a design professional with occupant load and paid the applicable license fees. Staff is requesting approval of the applications for Convention Sales Licenses during the 2020 Sundance Film Festival (Festival).

Background

The Sundance Film Festival attracts an increasing number of businesses/entities which conduct business within the Park City (City) limits on a short-term basis. These entities are not affiliated with the Sundance Film Festival nor are they official sponsors. The increase in number of these entities has created health, safety and wellness concerns for the City and its residents, including the City's ability to provide basic Police, safety and emergency services. The Finance Department as well as other City staff is inundated with Type 2 Convention Sales License applications in the months and weeks before the Festival starts.

Municipal Code [4-7-3 \(B\)\(2\)](#) retains Council authority to approve Type 2 CSL licenses. Prior to Council's consideration of the Type 2 CSL license application, the applicant must have a pre-inspection prior to application (PIPA). This inspection will highlight any issues related to the space prior to their final inspection. The inspection must accompany the license application along with accurate floor plans stamped by a design professional including the occupant load.

The process for a Type 2 CLS is as follows:

1. Obtain floor plans stamped by a design professional
2. Obtain a PIPA
3. Obtain receipt showing payment to Republic Services in the amount of \$100 to cover trash impacts (one receipt *per applicant*).
4. Make application with site plan, PIPA, and pay the appropriate fee
5. Finance requests approval from City Council

6. Obtain Council approval
7. Obtain a FIPA
8. Issue license

The Municipal Code for Type 2 CSL's allows the City to address issues related to adverse impacts or carrying capacity issues related to the licensed activity and volume. It also allows service departments, event staff and public safety to obtain a more adequate picture of the total public service demands for the Festival in a timeframe that provides for service level and cost adjustments. Staff has reviewed the applications for accuracy and completeness. Staff recommends that Council review and approve the applicants listed in Exhibit A. The applicant(s) listed has received a PIPA and if approved by Council, must receive a FIPA prior to the license being issued.

Conventional Chain Businesses (CCBs)

There are two (2) CCB's in Exhibit A:

- Pizza Hut (RQ Media): 322 Main Street (Red Banjo)
- Peet's Coffee: 591 Main Street (Lund's Fine Art)

Both of these CCBs will be operating outside of the Property Storefront threshold and will not have exterior signs or branding; therefore, these are not included on the capped list of CCBs for the Historic Commercial Business (HCB) Zoning District. Staff reviewed floor plans of both activations to confirm the location of the CCB. A final inspection will be conducted to confirm that the proposed activation is, in fact, outside of the Property Storefront threshold.

Alternatives for City Council to Consider

- 1. Recommended Alternative:** Approve the Type 2 CSL applications listed in Exhibit A subject to passing the FIPA.

Pros

The applicants will be able to operate during the Festival.

Cons

There are no anticipated negative impacts associated with approving the locations on Exhibit A.

- 2. Other Alternative:** Deny the Type 2 CSL applications listed in Exhibit A.

Cons

The applicants will not be able to operate during the 2020 Festival.

- 3. Null Alternative:** If Council does nothing and does not grant approval, the applicants will not be permitted to operate at the specified host locations.

Pros There are no perceived positive impacts from doing nothing.

Cons The applicants will not be able to operate during the 2020 Festival.

Attachments

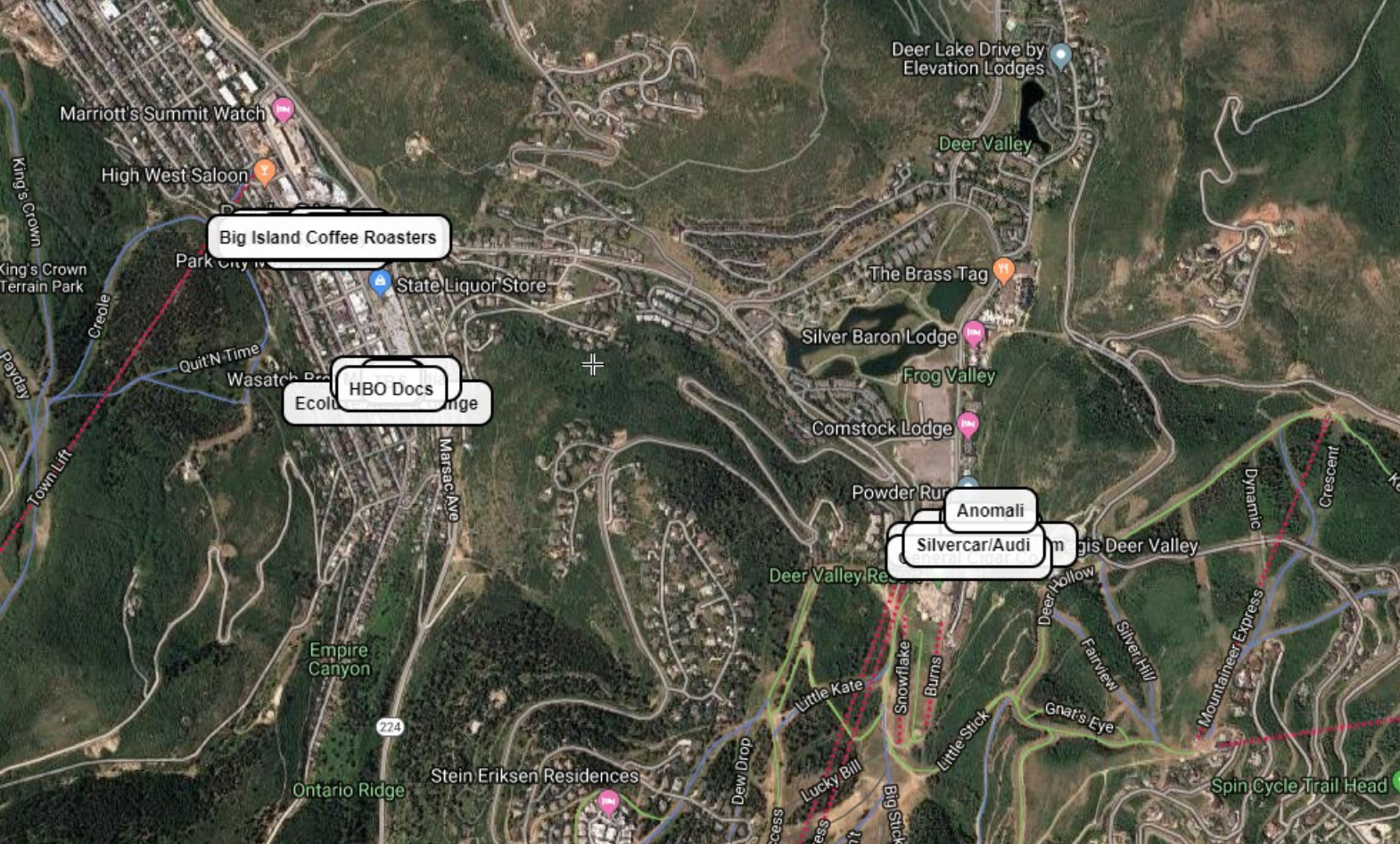
Exhibit A - List of Locations
Exhibit B - Map of Locations

CSL

	Applicant Name	Location Address	Regular Tenant	Storefront
	To Be Approved			
1	Durkin Entertainment/Ecoluxe ABC 4 Lounge	255 Main Street	Tekila Mexican Grill	N
2	New York Magazine/ The Vulture Spot	591 Main Street	Lund's Fine Art	Y
3	Rand Luxury	2300 Deer Valley Drive	St. Regis	N
4	My Mochi Ice Cream	2300 Deer Valley Drive	St. Regis	N
5	Vizio	2300 Deer Valley Drive	St. Regis	N
6	General Cigar Company	2300 Deer Valley Drive	St. Regis	N
7	Silvercar/Audi	2300 Deer Valley Drive	St. Regis	N
8	Project Green	580 Main Street	Willie Holdman Gallery	Y
9	Big Island Coffee Roasters	580 Main Street	Willie Holdman Gallery	Y
10	Cedar Band Corporation/CBC BevCo	580 Main Street	Willie Holdman Gallery	Y
11	JC Jewelers	580 Main Street	Willie Holdman Gallery	Y
12	NFP	580 Main Street	Willie Holdman Gallery	Y
13	Atlanta Specialty Woods	580 Main Street	Willie Holdman Gallery	Y
14	Macro Media	306 Main Street	Firewood	Y
15	TNT	306 Main Street	Firewood	Y
16	TBS	306 Main Street	Firewood	Y
17	HBO Docs	306 Main Street	Firewood	Y
18	Anomali	2300 Deer Valley Drive	St. Regis	N
19	Wellhaus	408 Main Street	Old Town Cellars	Y
20	Between Wars LLC	710 Main Street	Motherlode	N
21	Legacy League	710 Main Street	Motherlode	N
22	Alliance for Women Film Composers	710 Main Street	Motherlode	N
23	Heineken USA	710 Main Street	Motherlode	N
24	Machone/Dragon Eyewear	710 Main Street	Motherlode	N
25	Wavelength Productions	710 Main Street	Motherlode	N
26	WeRehearse/WeAudition	710 Main Street	Motherlode	N
27	CIAC International	710 Main Street	Motherlode	N
28	Mammoth Lakes Foundation	710 Main Street	Motherlode	N
29	State of Montana	710 Main Street	Motherlode	N
30	Montana Film Office	710 Main Street	Motherlode	N
31	Boise Film Foundation	710 Main Street	Motherlode	N
32	Idaho Horror Film Festival	710 Main Street	Motherlode	N
33	Modere Inc.	255 Main Street	Tekila Mexican Grill	N
34	Lehi Roller Mills	255 Main Street	Tekila Mexican Grill	N
35	The Walt Disney Company	738 Main Street	Paint Mixer	N
36	IndieWire Studio	625 Main Street	Sotheby's	Y
37	Fox Searchlight	675 Main Street		
38	Sundance Fashion Week	427 Main Street	PC Live	N
39	Drip Hydration/BW Medical	255 Main Street	Tekila Mexican Grill	N
40	Erba Verde	408 Main Street	Old Town Cellars	Y
41	Sizzlefactor/Bricstore.com	408 Main Street	Old Town Cellars	Y
42	Music Cares	710 Main Street	Motherlode	N
43	Free A Girl USA	710 Main Street	Motherlode	N
44	K & K Skin Care	255 Main Street	Tekila Mexican Grill	N
45	Tao	1251 Kearns	The Yard	N
46	Stella Artois	1251 Kearns	The Yard	N
47	Casamigos Spirits	1251 Kearns	The Yard	N
48	Chateau D'Escians/Whispering Angel	1251 Kearns	The Yard	N

49	NRDC	825 Main Street A-1		N
50	NRDC	825 Main Street A-2	-	N
51	Legion M	322 Main Street	Red Banjo	Y
52	<i>Pizza Hut/RQ Media **CCB**</i>	322 Main Street	Red Banjo	Y
53	Getty Studio	322 Main Street	Red Banjo	Y
54	<i>Peet's Coffee **CCB**</i>	591 Main Street	Lund's Fine Art	Y
55	Fever Tree USA	305 Main Street	Meyer Gallery	Y
56	Impossible Foods	305 Main Street	Meyer Gallery	Y
57	The Kroger Co.	427 Main Street	Chefdance	N
58	HP, Inc.	427 Main Street	Chefdance	N
59	Postmates, Inc.	427 Main Street	Chefdance	N
60	Mastercard International	427 Main Street	Chefdance	N
61	Nestle Coffee/Chameleon Cold Brew	427 Main Street	Chefdance	N
62	Planned Parenthood	427 Main Street	Chefdance	N
63	Instant Karma Lounge	427 Main Street	The Cabin	Y
64	Carlson Distributing/White Claw	427 Main Street	The Cabin	Y
65	Los Angeles Chargers	710 Main Street	Motherlode	N
66	Baynes & Baker	710 Main Street	Motherlode	N
67	NRDC	825 Main Street A-2	NRDC	N
68	NRDC	825 Main Street A-1	NRDC	N
69	Latin X	136 Heber Ave	Dressed Design	N
70	WME	350 Main Street	350 Main	Y
71	CNN	562 Main Street	Fletcher's	Y
72	HBO	268 Main Steet	OP Rockwell	
73	NY Mag	268 Main Steet	OP Rockwell	
74	JJ-LA	675 Main Street	Culinary Crafts	Y
75	Straver Studios	804 Main Street	Buona Vita	N
76	HBO	804 Main Street	Buona Vita	N
77	The Bedroom Park City	255 Main Street	Tekila Mexican Grill	N
78	Mark Anthony Brands/White Claw	314 Main Street	David Beavis Gallery	N
79	Visionary Group	314 Main Street	David Beavis Gallery	N
80	A-List Communications	890 Main Street	The Mustang	N
81	Kia Motors America	890 Main Street	The Mustang	N
82	Molson Coors Brewing Company/Peroni	890 Main Street	The Mustang	N
83	Collider Inc.	890 Main Street	The Mustang	N
84	Phillips PR/Mou Footwear	890 Main Street	The Mustang	N
85	PhillipsPR/Ic! Berlin	890 Main Street	The Mustang	N
86	The Creative Coalition	890 Main Street	The Mustang	N
87	Marbl Toronto Ltd	890 Main Street	The Mustang	N
88	William Grant & Sons USA	890 Main Street	The Mustang	N
89	The Blackhouse Foundation	804 Main Street	Trove Gallery	N
90	Facebook	801 Main Street	Trove Gallery	N
91	The Blackhouse Foundation	804 Main Street	Buona Vita	N
92	Facebook	804 Main Street	Buona Vita	N
93	Live Ultimate LLC	408 Main Street	Old Town Cellars	Y
94	Barry's Bootcamp	2079 Sidewinder	PC Museum	N
95				
	Previously Approved			
1	Slamdance	255 Main Street D & E	Eagle Nails on Main/TMI	N
2	Curated by Media	710 Main	Baan Thai/Bodega	Y
3	ACLU	625 Main Street	Sotheby's	Y

4	HBO	306 Main Street	Firewood	Y
5	MACRO	625 Main Street	The Downstairs	N
6	MACRO	625 Main Street	Terzian Gallery	Y
7	Carl Zeiss SBE, LLC	625 Main Street	The Downstairs	N
8	Apple/NVE	657 Park Ave	Big Moose Yacht Club	N
9	Screenvision Media	314 Main Street	David Beavis Gallery	Y
10	Female Quotient	314 Main Street	David Beavis Gallery	Y
11	NYU Tisch	317 Main Street	Eating Establishment	Y
12	Precious Entertainment/Music Lodge	780 Main Street	Marriott	N
13	Precious Entertainment/Music Lodge	710 Main Street	Motherlode	N



Council Agenda Item Report

Meeting Date: January 16, 2020

Submitted by: Michelle Dehaan

Submitting Department: Public Utilities

Item Type: Staff Report

Agenda Section:

Subject:

Request to Authorize the City Manager to Enter into a Contract, in a Form Approved by the City Attorney's Office, with Total Power & Controls, LLC for Water System Electrical Contractor Services in an Amount Not to Exceed \$500,000.00

Suggested Action:

Attachments:

[Water System Electrical Contractor Services Staff Report](#)

City Council Staff Report

Subject: Water System Electrical and Control Contractor Services
Author: Michelle De Haan
Department: Public Utilities
Date: January 16, 2020
Type of Item: Administrative

Recommendation

Contract, in a form approved by the City Attorney's office, with Total Power & Controls, LLC for Water System Electrical Contractor Services for electrical and control systems corrective and preventative maintenance, troubleshooting, and new installation at water treatment and distribution facilities, not to exceed \$500,000. This support also includes on-call and emergency electrical and controls contractor services.

Background

- The water system is 100% reliant on electrical power and associated components to operate treatment plants, wells, pumping facilities, pressure reducing equipment, tank level sensors, etc. and to operate the control systems that allow for remote operation of these facilities.
- Electrical and control system maintenance, and support, is routinely required on an ongoing and emergency basis for operations of the City's water facilities.
- Specialty electrician skillsets are required to maintain, troubleshoot, and install water system electrical equipment. Specialty electrical knowledge is required to conduct electric work safely.
- Electrical safety condition assessments require electrical safety upgrades.
- On-call electrical and control system support is essential in the event of failure to critical sites year round and the immediacy of this support is critical during peak water demands and holiday seasons.
- These services are critical when water system reliability and operability is even more precarious during the period while Spiro Water Treatment Plant is offline and Three Kings Water Treatment Plant is under construction.
- These contracts will be utilized over a 5-year contract term.
- The vendor may not receive the full amount of this contract as the City will spend these funds on an as-needed basis and consistent with available funds.
- In accordance with internal purchasing policies, staff made reasonable attempts to obtain at least three written quotes and use of the City's website.
- The Electrical contractor was selected after staff review of three submissions. Total Power is the only qualified contractor and has familiarity with Park City's water system. The other two contractors were found to be non-responsive.
- A \$330,000 contract for the same Electrical and Control Support as-needed, on-call, emergency services was contracted with Total Power and Controls from December 2018-January 2020.

Funding

This funding is out of the approved water operations and CIP budgets.

Council Agenda Item Report

Meeting Date: January 16, 2020

Submitted by: Heinrich Deters

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Request to Approve a Purchase Agreement with Silver Islet Lake Partners, LLC for the 17 Acre Grace Mining Claim, in the Amount of \$170,000 in a Form Approved by the City Attorney

Suggested Action:

Attachments:

[Silver Islet Partners, LLC. Purchase Agreement Staff Report](#)

[Exhibit A: Silver Islet Lake Partners LLC. Purchase Agreement Grace Claim](#)

City Council Staff Report



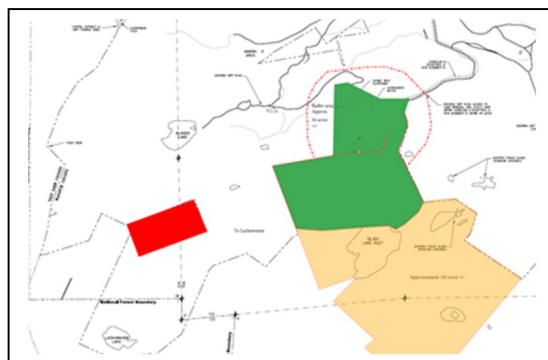
Subject: Bonanza Flats Inholding Purchase Agreement
Author: Heinrich Deters
Department: Sustainability
Date: January 16, 2020
Type of Item: Consent Agenda-Property Acquisition

Recommendation

Staff recommends Council approve a purchase agreement to acquire the 17 acre Grace Mining Claim from Silver Islet Lake Partners LLC., for One Hundred Seventy Thousand Dollars (\$170,000) in a form approved by the City Attorney. (Exhibit A)

Background

Park City acquired the 1,350 acre Bonanza Flat open space in 2017. At the time of acquisition, there were three inholdings of private land that were also of interest for preservation given their location within the Bonanza Flat area. The Grace Claim is located adjacent to Lake Lackawaxen (red in map) and is the final private inholding in the Bonanza Flat open space. For reference, the Girl Scout exchange property is in green and city exchange in orange.



Analysis

Staff has been working with the landowner for the past year, in conjunction with the Girl Scouts of Utah Exchange Agreement.

City funding for the acquisition will come from the Bonanza Flat Open Space account, which was set up to fund improvements such as trails and trailheads on the property. City staff, in conjunction with UOL and the Mountain Trails Foundation, has been able to secure almost \$225,000 in grants and donations and those funds are immediately available for this acquisition. The acquisition of the Grace Claim would eliminate potential development or other uses of the property which would likely be inconsistent with the purpose of the Bonanza Flat Conservation Easement.

Attachments

Exhibit A- Silver Islet Lake Partners LLC. Purchase Agreement

**AGREEMENT FOR PURCHASE
AND SALE OF REAL PROPERTY**
[Grace Claim]

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (this “**Agreement**”) is entered into this ____ day of _____, 2020, by and between **PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation,** (the “**Purchaser**”), and **Silver Islet Lake Partners LLC.,** (the **Seller**).

WHEREAS, Seller is the owner of approximately 17 acres of real property in Wasatch County, known as the Grace Claim Lot No. 143; Part of Tax Parcel STA-0285-0 , as depicted on **Exhibit “A”**, attached hereto and made hereof (the “**Property**”); and

WHEREAS, Purchaser owns adjacent open space property in Wasatch County, referred to as Bonanza Flat, and intends to combine the Property to the existing Bonanza Flat area for preservation and passive public recreational purposes; and

WHEREAS, the Property is located just outside of the current Park City (“**City**”), State of Utah (“**State**”) limits; and

WHEREAS, Seller desires to sell and Purchaser wishes to purchase the Property pursuant to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00) in hand paid and in consideration of the mutual promises of the parties as set forth herein, Seller does hereby agree to sell to Purchaser and Purchaser agrees to purchase from Seller in fee simple the Property pursuant to the following covenants, conditions, terms and obligations:

1. **TRANSACTION AND TRANSACTION DOCUMENTS.** Purchaser desires to purchase, and Seller desires to sell, the Property strictly in accordance with the terms and conditions set forth below.

2. **SELLER MATERIALS.** Purchaser is familiar with the Property and is willing to purchase in its “As-Is” condition as further described in Paragraph 11 below and subject to title inspection as set forth in Paragraph 5, and an inspection period as set forth in Paragraph 6 of this Agreement. To assist Purchaser in familiarizing itself with the Property, Seller has provided those items listed on Exhibit “B” attached hereto (“**Seller’s Materials**”) on or prior to the Effective Date [defined below.] Notwithstanding anything to the contrary contained in this Agreement, in the event of a termination of this Agreement, Purchaser shall return Seller’s Materials and any copies thereof to Seller. The furnishing of Seller’s Materials is without representation or warranty by Seller as to the accuracy thereof, or as to the right of Purchaser to rely on Seller’s Materials.

3. **PURCHASE PRICE AND CLOSING.** The purchase price for the Property is One Hundred Seventy Thousand Dollars (\$170,000.00) (the “**Purchase Price**”)

4. The Purchase Price shall be paid by Purchaser as follows:

4(a) Within five (5) business days after the Effective Date, Purchaser shall deposit the sum of (\$0.00) (the “**Earnest Money Deposit**”) with High Country Title (the “**Escrow Agent**”).

4(b) Upon Closing [defined below], the Earnest Money Deposit shall be applied against the Purchase Price, and the balance of the Purchase Price shall be paid to Seller in immediately available funds.

4(c) The closing (the “**Closing**”) shall occur on or before **January 31, 2020**, (the “**Closing Date**”). The Closing shall be held at the offices of the Escrow Agent or such other location as the parties shall mutually designate. Seller and Purchaser shall have the right to extend the Closing Date by written agreement. In the event that Closing does not occur by the initial Closing Date or any extension agreed to in writing by Seller and Purchaser, this Agreement shall terminate, in which case the Earnest Money Deposit shall be released to Seller, and the parties shall be relieved of further liability hereunder with the exception of Purchaser’s obligations to Seller that survive any termination of this Agreement as described in Paragraph 9(a) and 9(b) below.

5. TITLE.

5(a) Purchaser shall obtain a title insurance commitment issued by the Escrow Agent setting forth the status of title to the Property and showing all encumbrances and other matters affecting the Property (the “**Commitment**”). The Commitment is described as one of the documents listed in Exhibit “B.” Within two (2) days following the Effective Date, Purchaser shall notify Seller in writing as to Purchaser’s disapproval of any of the title exceptions, monetary liens or encumbrances, set forth in such Commitment. Seller shall be obligated to remove and/or resolve any disapproved monetary liens or encumbrances. Seller shall have two (2) business days thereafter (“**Seller Response Period**”) to elect whether or not to remove said exceptions, in addition to any monetary liens or encumbrances, at Seller’s expense at or prior to the Closing. In the event Seller does not give written notice to Purchaser and Escrow Agent within the Seller Response Period that Seller will remove such disapproved exception(s) at or prior to the Closing, then Purchaser may, by delivery of written notice to Seller and Escrow Agent within one (1) business days following expiration of the Seller Response Period, elect to (i) terminate this Agreement, or (ii) approve the previously disapproved title exceptions reflected in the Commitment (in which case such exceptions shall become Permitted Exceptions) without any reduction in the Purchase Price and waive Purchaser’s right of termination set forth in

subparagraph 4(c). In the event Purchaser (i) does not object to the items reflected in the Commitment, or (ii) fails to give timely written notice of its election to terminate this Agreement following expiration of the Seller Response Period, Purchaser shall be deemed to have expressly approved the Commitment and all matters reflected therein shall be deemed “Permitted Exceptions” under this Agreement, and Purchaser shall take title to the Property at Closing subject to all Permitted Exceptions.

5(b) Purchaser shall be entitled to request that, at Closing, with respect to the Property, the Escrow Agent (i) issue to Purchaser an ALTA title insurance policy as to the Property and a standard coverage (or other form standard for similar transactions in the State) owner’s form title policy (the “**Title Policy**”), in the amount of the Purchase Price, insuring that fee simple title to the Property is vested in Purchaser subject only to the Permitted Exceptions, and (ii) provide such endorsements (or amendments) to such Title Policy as Purchaser may reasonably require; provided that (a) the Title Policy and any endorsements thereto shall be at no cost to, and shall impose no additional liability on, Purchaser, (b) Purchaser’s obligations under this Agreement shall be conditioned upon Purchaser’s ability to obtain such Title Policy and/or any endorsements to the Title Policy and, if Purchaser is unable to obtain a Title Policy and/or any such endorsements, Purchaser shall not be obligated to proceed to close the transactions contemplated by this Agreement without reduction of or set off against the Purchase Price, and (c) the Closing shall not be delayed, unless agreed to in writing by Seller and Purchaser, as a result of Purchaser’s aforementioned request.

5(c) At the Closing, Seller shall convey fee title to the Property by providing a General Warranty Deed (the “**Deed**”) to Purchaser, subject to the Permitted Exceptions [defined below].

5(d) If applicable, Purchaser shall have the right to deliver to Seller a written notice (“**New Title Exception Notice**”) at any time prior to the Closing Date, but not more than five (5) days after the date of Purchaser’s discovery of any title exception which (i) first comes to Purchaser’s attention following the expiration of the Seller Response Period, (ii) was not created due to the acts of Purchaser, (iii) has not been consented to by Purchaser, and (iv) materially adversely affects the Property (each, a “**New Title Exception**”), stating that a New Title Exception has arisen and that such New Title Exception is unacceptable to Purchaser. If Purchaser timely delivers a New Title Exception Notice to Seller, the following provisions shall apply:

(i) Upon Purchaser’s delivery to Seller of the New Title Exception Notice, Seller may, but shall not be obligated to, (i) remove or correct the New Title Exception to Purchaser’s reasonable satisfaction on or prior to the Closing

Date, or (ii) cause Escrow Agent to provide, at Closing, title insurance with respect to the New Title Exception.

(ii) Seller shall have the unilateral right, based on Seller's discretion or for the purpose of performing Seller's obligations or exercising Seller's rights under this Paragraph 5(d), to extend the Closing Date for a period of up to sixty (60) days by delivery to Purchaser of written notice to such effect not more than five (5) business days after Seller's receipt of a New Title Exception Notice. The period of any such unilateral extension by Seller pursuant to this subparagraph shall run concurrently with any other extension periods provided for in this Agreement. Notwithstanding any election by Seller to extend the Closing Date as set forth above, Purchaser may elect at any time to waive Purchaser's objection to such New Title Exception by giving written notice thereof to Seller, in which case Seller and Purchaser shall proceed to Closing on or before the Closing Date in accordance with the provisions of this Agreement (and such New Title Exception will be a Permitted Exception for all purposes hereunder).

6. INSPECTION PERIOD.

6(a) Access to Property. From and after the Effective Date until Closing, (The "Inspection Period"), Seller agrees to allow Purchaser and Purchaser's authorized representatives reasonable access to the Property during normal business hours on prior written notice to Seller and Seller hereby authorizes Purchaser to carry out such reasonable tests and inspections thereof as Purchaser may deem necessary, All such tests and inspections shall be undertaken at no expense to Seller and will be carried out in accordance with the terms and provisions of this Agreement. Upon request by Seller, any samples collected for laboratory analysis will be split with a representative of Seller. Purchaser shall obtain, or cause to be obtained, all necessary permits, licenses, consents or other authorizations or notifications required by all applicable laws for such activities conducted on the Property. Within five (5) days following receipt of a request from Seller, Purchaser will provide Seller with the results of all laboratory analyses performed, reports, field logs and data and survey data on any samples collected during the activities described in this Section 6(a), which obligation shall survive whether or not this Agreement is terminated without Closing and provided that such data and reports are available to Purchaser at the time of Seller's request. If such data and reports are not available at the time of Seller's request, Purchaser shall provide such data and reports within five (5) days after delivery to Purchaser.

6(b) Indemnity. Purchaser shall defend, indemnify and hold Seller and its property managers, directors, officers, trustees, shareholders, employees, advisors, agents, managers, members and affiliates, and their respective successors and assigns (collectively, the "Indemnitees") harmless from and against any and all mechanic's liens that may be filed against the Property and any and all other liabilities and claims, including reasonable attorneys' fees, arising by reason of access to the Property and performance of any of such inspections and

operations by Purchaser or its representatives, subcontractors, agents, invitees or licensees, which obligation to defend, indemnify, and hold Seller and the Indemnitees harmless shall survive whether or not this Agreement is terminated without Closing. Notwithstanding the foregoing, in no event shall Purchaser be responsible for defending, indemnifying or holding Seller harmless from any diminution in property value of any other claims or liabilities resulting from any information or circumstances discovered during Purchase's inspections hereunder.

6(c) Seller acknowledges that Purchaser may desire to discuss or otherwise inquire about plans, documents, agreements, rights and other records of various federal, state, county or other governmental entities, districts and utilities, including but not limited to the U.S. Environmental Protection Agency (collectively, "Governmental Authorities") regarding the Property or otherwise impacting, restricting, or affecting its use or value with various Governmental Authorities. In this regard, Purchaser may request in writing at any time any publicly available records relating to the Project from Governmental Authorities. In addition, from and after the execution of this Agreement to the Closing Date or earlier termination of this Agreement, Purchaser is permitted to contact all necessary Governmental Authorities to discuss the Property.

7. CONDITIONS PRECEDENT TO CLOSING.

7(a) Purchaser's Conditions Precedent. The obligation of Purchaser to purchase the Property shall be conditioned upon satisfaction of the following at or prior to Closing, any of which may be waived by Purchaser in its sole and absolute discretion (the "**Purchaser Conditions Precedent to Closing**");

(i) All conditions of title have been met pursuant to Paragraph 5 hereof;

(ii) Seller is not in default of this Agreement;

(iii) The representations, warranties and covenants of Seller set forth in this Agreement shall be true and correct as of the Closing Date, including, but not limited to, the representations in Paragraph 10(a);

In the event that any of the foregoing Purchaser Conditions Precedent to Closing are not satisfied on or prior to the Closing Date, then Purchaser shall, as its sole remedy, either (i) waive the applicable unsatisfied Purchaser Conditions Precedent to Closing and proceed to Closing on the scheduled Closing Date or (ii) immediately terminate this Agreement by written notice to Seller, in which case the parties shall be relieved of further liability hereunder with the exception of Purchaser's obligations to Seller that survive any termination of this Agreement. If Seller has breached the Agreement, Purchaser is entitled to the remedy described in Paragraph 9(b) below.

7(b) Seller's Conditions Precedent. The obligation of Seller to sell the Property shall be conditioned upon satisfaction of the following at or prior to

Closing, any of which may be waived in writing by Seller in its sole and absolute discretion (the “**Seller Conditions Precedent to Closing**”):

- (i) All conditions of title have been met pursuant to Paragraph 5 hereof;
- (ii) Purchaser is not in default of this Agreement;
- (iii) The representations, warranties and covenants of Purchaser set forth in this Agreement shall be true and correct as of the Closing Date, including, but not limited to, the representations in Paragraph 10(b) hereof;

In the event that any of the foregoing Seller Conditions Precedent to Closing are not satisfied on or prior to the Closing Date, then Seller shall, as its sole remedy, either (i) waive the applicable unsatisfied Seller Conditions Precedent to Closing and proceed to Closing on the scheduled Closing Date or (ii) immediately terminate this Agreement by written notice to Purchaser, in which case the parties shall be relieved of further liability hereunder with the exception of Purchaser’s obligations to Seller that survive any termination of this Agreement. If Purchaser has breached the Agreement, Seller is entitled to the remedy described in Paragraph 9(a) below.

8. CLOSINGS, CONVEYANCE AND TITLE.

8(a) Title to the Property, including any water rights appurtenant to the property and any water source, developed or natural, which is on the property is to be conveyed hereunder subject to the Permitted Exceptions.

8(b) Any escrow fee shall be paid by Purchaser. Any transfer or conveyance taxes or fees, filing fees and/or costs associated with the recordation of the Deed and/or Purchaser’s financing shall be at Purchaser’s expense. Purchaser shall also pay all costs and expenses associated with Purchaser’s procurement of a survey. Except as otherwise provided for in this Agreement, Seller and Purchaser will each be solely responsible for and bear all of their own respective expenses.

8(c) Seller shall be responsible for all real estate taxes, assessments or other charges accruing prior to the date of the Closing and Purchaser shall be responsible for such real estate taxes, assessments and other charges accruing on or after the date of the Closing. Seller shall be responsible for procurement of title insurance, including, without limitation, the cost of the Title Policy. At Closing, real estate taxes and other charges payable on an annual or periodic basis shall be prorated to the date of Closing based on the most recent available tax information.

8(d) At or prior to Closing, if requested by Escrow Agent, Seller shall deliver to Purchaser a "Certification of Non-Foreign Status" which meets the requirements of Section 1445 of the Internal Revenue Code and Internal Revenue Regulations for the purpose of informing the transferee that withholding of Federal taxes is not required.

9. DEFAULT; LIABILITY OF PARTIES.

9(a) In the event of any breach, failure or default by Purchaser under the terms of this Agreement (which breach, failure or default is not remedied or cured by Purchaser pursuant to any applicable provisions hereof), Seller shall be entitled to terminate this Agreement and obtain the Earnest Money Deposit, if applicable, from Escrow Agent (if Escrow Agent then is in possession of same) or retain the Earnest Money Deposit (if Seller is then in possession of same) as full, fixed and liquidated damages, not as a penalty, whereupon this Agreement shall terminate, the parties hereby acknowledging the difficulty of ascertaining Purchaser's damages in such a circumstance and agreeing that this remedy represents a reasonable and mutual attempt by Seller and Purchaser to anticipate the consequence to Seller of Purchaser's breach. After Seller has exercised its applicable remedy as described above, Purchaser shall be relieved of further liability hereunder, at law or in equity, it being the agreement of the parties that in no event shall Seller be entitled to any other remedies other than those expressly provided herein.

9(b) Notwithstanding anything to the contrary contained herein, in the event Seller breaches this Agreement (which breach, failure or default is not remedied or cured by Seller pursuant to any applicable provisions hereof) Purchaser shall have the right, as its sole and exclusive remedy, to either: (i) obtain the return to Purchaser of the Earnest Money Deposit (if Seller is in possession of the same), as full, fixed and liquidated damages, not as a penalty, whereupon this Agreement shall terminate, the parties hereby acknowledging the difficulty of ascertaining Purchaser's damages in such a circumstance and agreeing that this remedy represents a reasonable and mutual attempt by Seller and Purchaser to anticipate the consequence to Purchaser of Seller's breach; or (ii) commence an action against Seller for specific performance of this Agreement or similar legal or equitable action. After Purchaser has exercised its applicable remedy as described above, Seller shall be relieved of further liability hereunder, at law or in equity, it being the agreement of the parties that in no event shall Purchaser be entitled to any other remedies other than those expressly provided herein. Nothing herein shall be construed to limit Purchaser's power to acquire the Property by condemnation, however.

9(c) Seller and Purchaser acknowledge and represent that Seller and Purchaser have dealt with no brokers in connection with the Property and entering into this Agreement. Should any other claim for commission

be asserted or established, the party in breach of its representation in this Paragraph 9(c) hereby expressly agrees to hold the other harmless with respect to all costs relating thereto (including reasonable attorneys' fees) to the extent that the breaching party is shown to have been responsible for the creation of such claim. Anything to the contrary in this Agreement notwithstanding, such agreement of each party to hold the other harmless shall survive the Closing and any termination of this Agreement.

9(d) No failure(s) or default(s) by Purchaser or Seller shall result in the termination or limitation of any right hereunder or the exercise of any rights or remedies with respect to such failure(s) or default(s) unless and until the defaulting party shall have been notified in writing of such default and shall have failed to remedy the specified failure(s) or default(s) within fifteen (15) days after the receipt of said written notice (or, if the cure thereof cannot be completed within fifteen (15) days, then a reasonable period of time, not to exceed an additional thirty (30) days provided the party diligently and continuously pursues such cure). The provisions of this Subparagraph 9(d) shall not apply to Purchaser's failure to timely deliver the Earnest Money Deposit or to a default by Purchaser or Seller for failure to close on the purchase of the Property as and when required hereunder.

A 9(e) If Seller breach this Agreement, and the breach is discovered prior to Closing, Purchaser's sole remedy is described in Paragraph 9(b) of this Agreement. Except as to a breach by Seller of any warranty, representation or covenant contained in Paragraph 9(c) or Paragraph 10 of this Agreement, if Seller breaches this Agreement, and such breach is discovered after Closing, Purchaser shall have no remedy or recourse against Seller. Purchaser has factored this risk into its decision to purchase. If and only if it is determined within six (6) months after Closing that Seller breached any warranty, representation or covenant contained in Paragraph 9(c) or Paragraph 10 of this Agreement, and if Purchaser notifies Seller in writing of any such breach within six (6) months of the Closing, Purchaser's sole remedy shall be one of the following: (i) cure of the breach by or on account of Seller; or (ii) payment of appropriate monetary compensation by Seller to Purchaser for such breach. Purchaser hereby agrees that in no event will the liability of Seller under this Agreement (including, without limitation, any liability of Seller for breach or default under any representation, warranty or covenant made by Seller in Paragraph 9(c) or Paragraph 10 hereof) exceed, in the aggregate, one and one half of one percent (1.50%) of the Purchase Price.

10. REPRESENTATIONS, WARRANTIES AND COVENANTS.

10(a) Seller hereby represents, warrants and covenants to Purchaser that:

- (i) Seller has granted no person any contract right or other

right to possession of any portion of the Property.

(ii) Except as may be required by law or agreed to by Purchaser, Seller shall not materially alter the condition of the Property during the term of this Agreement.

(iii) Seller has the full right, power, and authority to sell the Property to Purchaser as provided in this Agreement and all required action necessary to authorize Seller to enter into this Agreement has been or will have been taken prior to the Effective Date. Seller shall have, on or before the Closing Date, the full right, power, and authority to carry out its obligations hereunder and all required action necessary to authorize Seller to carry out its obligations hereunder has been or will have been taken prior to the Closing Date.

(iv) Seller has provided all of the documents in its possession and control as required by Paragraph 2 and all such documents are, to Seller's knowledge, complete and accurate copies thereof.

10(b) Purchaser warrants, represents and covenants to Seller that:

(i) Purchaser has the full right, power, and authority to purchase the Property from Seller as provided in this Agreement and all required action necessary to authorize Purchaser to enter into this Agreement has been or will have been taken prior to the Effective Date. Purchaser shall have, on or before the Closing Date, the full right, power, and authority to carry out its obligations hereunder and all required action necessary to authorize Purchaser to carry out its obligations hereunder has been or will have been taken prior to the Closing Date.

11. AS-IS. PURCHASER ACKNOWLEDGES TO AND AGREES WITH SELLER THAT PURCHASER IS PURCHASING THE PROPERTY IN AN "AS-IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER FROM OR ON BEHALF OF SELLER OTHER THAN THOSE EXPRESSLY STATED IN THIS AGREEMENT.

PURCHASER ACKNOWLEDGES THAT PURCHASER HAS NOT RELIED, AND IS NOT RELYING, UPON ANY INFORMATION, DOCUMENT, SALES BROCHURES OR OTHER LITERATURE, MAPS, SKETCHES, DRAWINGS, PLANS, PROJECTION, PROFORMA, STATEMENT, REPRESENTATION, GUARANTEE OR WARRANTY (WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, MATERIAL OR IMMATERIAL) THAT MAY HAVE BEEN GIVEN BY OR MADE BY OR ON BEHALF OF SELLER.

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, PURCHASER HEREBY ACKNOWLEDGES THAT IT SHALL NOT BE ENTITLED TO, AND SHALL NOT RELY ON SELLER, ITS AGENTS, EMPLOYEES OR REPRESENTATIVES, AND SELLER HEREBY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR

IMPLIED, EITHER UNDER COMMON LAW, BY STATUTE, OR OTHERWISE, AS TO (I) THE QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, ANY STRUCTURAL ELEMENTS, FOUNDATION, ACCESS, LANDSCAPING, SEWAGE OR UTILITY SYSTEMS AT THE PROPERTY, IF ANY; (II) THE QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF SOILS AND GROUND WATER OR THE EXISTENCE OF GROUND WATER AT THE PROPERTY; (III) THE EXISTENCE, QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF ANY UTILITIES SERVING THE PROPERTY; (IV) THE DEVELOPMENT POTENTIAL OF THE PROPERTY, ITS VALUE, ITS PROFITABILITY, ITS HABITABILITY, MERCHANTABILITY OR FITNESS, SUITABILITY OR ADEQUACY OF THE PROPERTY FOR ANY PARTICULAR PURPOSE; (V) THE ZONING OR OTHER LEGAL STATUS OF THE PROPERTY; (VI) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATIONS WITH ANY APPLICABLE CODE, STATUTE, LAW, ORDINANCE, RULE, REGULATION, COVENANT, PERMIT, AUTHORIZATION, STANDARD, CONDITION OR RESTRICTION OF ANY GOVERNMENTAL OR REGULATORY AUTHORITY; (VII) THE QUALITY OF ANY LABOR OR MATERIALS RELATING IN ANY WAY TO THE PROPERTY; (VIII) THE SQUARE FOOTAGE OR ACREAGE OF THE PROPERTY; OR (IX) THE OPERATION OF THE PROPERTY FROM THE DATE OF THIS AGREEMENT UNTIL THE CLOSING.

PURCHASER ACKNOWLEDGES IT HAS HAD AN ADEQUATE OPPORTUNITY TO MAKE SUCH LEGAL, FACTUAL AND OTHER INQUIRIES AND INVESTIGATIONS AS PURCHASER DEEMS NECESSARY, DESIRABLE OR APPROPRIATE WITH RESPECT TO THE PROPERTY. SUCH INQUIRIES AND INVESTIGATIONS OF PURCHASER SHALL BE DEEMED TO INCLUDE AN ENVIRONMENTAL ASSESSMENT OF THE PROPERTY, AN INSPECTION OF THE PHYSICAL COMPONENTS AND GENERAL CONDITION OF ALL PORTIONS OF THE PROPERTY, SUCH STATE OF FACTS AS AN ACCURATE SURVEY AND INSPECTION WOULD SHOW, THE PRESENT AND FUTURE ZONING AND LAND USE ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY, COUNTY AND STATE WHERE THE PROPERTY IS LOCATED AND THE VALUE AND MARKETABILITY OF THE PROPERTY.

PURCHASER ACKNOWLEDGES THAT THERE HAVE BEEN NO REPRESENTATIONS OR AGREEMENTS REGARDING SELLER'S OBLIGATION TO PROVIDE OR COMPLETE ROADS, SEWER, WATER, ELECTRIC OR OTHER UTILITY SERVICES, RECREATIONAL AMENITIES, OR ANY OTHER IMPROVEMENTS TO THE PROPERTY MADE BY SELLER OR RELIED UPON BY PURCHASER WHATSOEVER.

WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE PRECEDING, EXCEPT FOR TO THE EXTENT ARISING OUT OF A BREACH BY SELLER OF THE PROVISIONS IN PARAGRAPH 9(b),, PURCHASER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES, RELEASES AND DISCHARGES ANY CLAIM IT HAS, MIGHT HAVE HAD OR MAY HAVE IN THE FUTURE AGAINST THE SELLER WITH RESPECT TO COSTS, DAMAGES, OBLIGATIONS, PENALTIES, CAUSES OF ACTION AND OTHER LIABILITIES

(WHETHER ACCRUED, CONTINGENT, ARISING BEFORE OR AFTER THIS AGREEMENT, OR OTHERWISE) ARISING AS A RESULT OF (I) THE CONDITION OF THE PROPERTY, EITHER PATENT OR LATENT, (II) ITS ABILITY OR INABILITY TO OBTAIN OR MAINTAIN BUILDING PERMITS, EITHER TEMPORARY OR FINAL CERTIFICATES OF OCCUPANCY OR OTHER LICENSES FOR THE USE OR OPERATION OF THE PROPERTY, AND/OR CERTIFICATES OF COMPLIANCE FOR THE PROPERTY, (III) THE ACTUAL OR POTENTIAL INCOME OR PROFITS TO BE DERIVED FROM THE PROPERTY, (IV) THE REAL ESTATE TAXES OR ASSESSMENTS NOW OR HEREAFTER PAYABLE THEREON, (V) THE PAST, PRESENT OR FUTURE CONDITION OR COMPLIANCE OF THE PROPERTY, OR COMPLIANCE OF PAST OWNERS AND OPERATORS OF THE PROPERTY, IN REGARD TO ANY PAST, PRESENT AND FUTURE FEDERAL, STATE AND LOCAL ENVIRONMENTAL PROTECTION, POLLUTION CONTROL, POLLUTION CLEANUP, AND CORRECTIVE ACTION LAWS, RULES, REGULATIONS, ORDERS, AND REQUIREMENTS (INCLUDING WITHOUT LIMITATION CERCLA, THE RESOURCE CONSERVATION AND RECOVERY ACT ("RCRA"), AND OTHERS PERTAINING TO THE USE, HANDLING, GENERATION, TREATMENT, STORAGE, RELEASE, DISPOSAL, REMOVAL, REMEDIATION OR RESPONSE TO, OR NOTIFICATION OF GOVERNMENTAL ENTITIES CONCERNING, TOXIC, HAZARDOUS, OR OTHERWISE REGULATED WASTES, SUBSTANCES, CHEMICALS, POLLUTANTS OR CONTAMINANTS), OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, (VI) THE PRESENCE ON, IN, UNDER OR NEAR THE PROPERTY OF (INCLUDING WITHOUT LIMITATION ANY RESULTANT OBLIGATION UNDER CERCLA, RCRA, 42 U.S.C. § 6973 *et seq.*, ANY STATE STATUTE OR REGULATION, OR OTHERWISE, TO REMOVE, REMEDIATE OR RESPOND TO) ASBESTOS CONTAINING MATERIAL, RADON, UREA FORMALDEHYDE OR ANY OTHER TOXIC, HAZARDOUS OR OTHERWISE REGULATED WASTE, SUBSTANCE, CHEMICAL, POLLUTANT OR CONTAMINANT, AND (VII) ANY OTHER STATE OF FACTS WHICH EXIST WITH RESPECT TO THE PROPERTY. NOTHING HEREIN SHALL BE CONSTRUED TO WAIVE, RELEASE, OR DISCHARGE ANY CLAIM THE CITY HAS, MIGHT HAVE HAD OR MAY HAVE IN THE FUTURE AGAINST ANY PARTY OTHER THAN REDUS OR ITS AFFILIATES, PARENT ENTITIES, SUBSIDIARIES, OFFICERS, MANAGERS, MEMBERS, EMPLOYEES, AGENTS OR REPRESENTATIVES.

PURCHASER ACKNOWLEDGES AND AGREES THAT THE TERMS AND CONDITIONS OF THIS PARAGRAPH 11 SHALL EXPRESSLY SURVIVE THE TERMINATION OF THIS AGREEMENT AND/OR THE RECORDATION OF THE DEED FOR THE PROPERTY.

12. ASSIGNMENT; SURVIVAL. Purchaser may assign this Agreement to any party without the express written consent of Seller. This Agreement shall be binding upon the parties hereto and each of their respective heirs, executors, administrators, successors and assigns. The provisions of this Agreement and the obligations of the parties shall survive the execution and delivery of the Deed executed hereunder and shall not be merged therein, except that any representations and warranties of Seller hereunder shall

survive Closing for six (6) months.

13. ESCROW AGENT. The terms and conditions set forth in this Agreement shall constitute both an agreement between Seller and Purchaser and instructions for Escrow Agent, which Escrow Agent shall acknowledge and agree to be bound by, as evidenced by its execution of this Agreement. Seller and Purchaser shall promptly execute and deliver to Escrow Agent any separate or additional escrow instructions requested by Escrow Agent which are consistent with the terms of this Agreement. Any separate or additional instructions shall not modify or amend the provisions of this Agreement unless otherwise expressly agreed by mutual consent of Purchaser and Seller. Purchaser and Seller both hereby acknowledge and agree that Escrow Agent shall hold and deliver the Earnest Money Deposit and all other deposits which may be made under this Agreement in accordance with the terms and conditions of this Agreement and that Escrow Agent shall be relieved of all liability and held harmless by both Seller and Purchaser in the event Escrow Agent makes any disbursement of such monies in accordance with the terms and provisions of this Agreement. Escrow Agent shall be relieved from any responsibility or liability and held harmless by both Purchaser and Seller in connection with the discharge of Escrow Agent's duties hereunder provided that Escrow Agent exercises ordinary and reasonable care in the discharge of such duties.

14. EFFECTIVE DATE. This Agreement shall become effective on the date signed by the last of Purchaser and Seller ("**Effective Date**").

15. MISCELLANEOUS.

15(a) All notices and other communications hereunder shall be in writing, and be deemed duly given: (i) when given, if personally delivered; (ii) three (3) days after mailing, if mailed by certified mail, return receipt requested, postage prepaid; (iii) one (1) business day after shipping via FedEx or other nationally recognized overnight courier service; and (iv) upon the recipient's reply to the sender's Email after sending by Email, to the following addresses:

If to Purchaser:

Andy Beerman, Mayor
Park City Municipal Corporation
P.O. Box 1480
Park City, Utah 84060

With a copy to:

Park City Municipal Corporation
P.O. Box 1480
Park City, Utah 84060
Attention: Thomas A. Daley, _
Deputy City Attorney
Email: tdaley@parkcity.org

If to Seller:

Silver Islet Lake Partners LLC.
c/o John Wallace
Emigration Canyon
3120 East Skycrest Circle
Salt Lake City, Utah 84108

If to Escrow Agent:

High Country Title
1729 Sidewinder Drive
Park City, Utah 84060
Attention: Scott
Buchanan
Email: scott@highcountrytitle.com

The parties hereto shall be responsible for notifying each other of any change of address.

15(b) If any term, covenant or condition of this Agreement, or the application thereof to any party or circumstance, shall be invalid or unenforceable, the Agreement shall not be affected thereby, and each term shall be valid and enforceable to the fullest extent permitted by law.

15(c) It is the intention of the parties hereto that all questions with respect to the construction of this Agreement, and the rights or liabilities of the parties hereunder, shall be determined in accordance with the laws of the State, without regard to conflicts of law rules. Time is hereby declared to be of the essence in the performance of each of Seller's and Purchaser's obligations hereunder.

15(d) Any deadline date specified in this Agreement which falls on a Saturday, Sunday or legal holiday (any days other than the foregoing to be considered "business days" for all purposes hereunder) shall be extended to the first regular business day after such deadline date.

15(e) This Agreement, together with the Exhibits attached hereto, contains the final and entire agreement between the parties hereto. The recitals set forth in the beginning of this Agreement are incorporated herein as if restated in full. No change or modification of this Agreement, or any waiver of the provisions hereof, shall be valid unless the same is in writing and signed by the parties hereto. Waiver from time to time of any provision hereunder will not be deemed to be a full waiver of such provision, or a waiver of any other provisions hereunder. The terms of this Agreement are mutually agreed to be clear and unambiguous, and shall be considered the workmanship of all of the parties and shall not be construed against the drafting party. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement

shall nonetheless remain in full force and effect.

15(f) Titles to Paragraphs and Subparagraphs are for convenience only, and are not intended to limit or expand the covenants and obligations expressed thereunder.

15(g) This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

15(h) In addition to any other relief to which it may be entitled, the prevailing party in any dispute or controversy relating to this Agreement shall be entitled to recover its attorneys' fees and costs incurred in regard to such dispute or controversy. **THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS OF TRIAL BY JURY.**

15(i) For purposes of this Agreement and any document delivered at Closing, all references to Seller's knowledge, including, without limitation, whenever the phrase "to Seller's actual knowledge," or the "knowledge" of Seller or words of similar import are used, they shall be deemed to refer to facts within the actual, personal knowledge of Seller's Representative only, and no others, only at the times indicated, without investigation or inquiry, or obligation to make investigation or inquiry, and in no event shall the same include any knowledge imputed to Seller by any other person or entity. "**Seller's Representative**" means and shall be limited to John Wallace.

15(j) Purchaser shall reasonably cooperate with Seller, if applicable, with respect to one or more like-kind exchanges made pursuant to Section 1031 of the Internal Revenue Code ("**1031 Exchange**"), provided such 1031 Exchange shall not impose on Purchaser any additional liability or financial obligation, shall not delay Closing, and Seller shall indemnify, defend and hold Purchaser harmless for, from and against any claims, damages or expenses arising in connection with or resulting from Seller's 1031 Exchange. Notwithstanding the foregoing, the consummation of the transaction contemplated by this Agreement shall not be subject to or contingent upon Seller's ability to consummate its 1031 Exchange.

15(k) Neither this Agreement nor a memorandum thereof shall be filed or recorded by Seller or Purchaser.

15(l) THIS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE SUBSTANTIVE FEDERAL LAWS OF THE UNITED STATES AND THE LAWS OF THE STATE OF UTAH. PURCHASER AND SELLER AGREE THAT THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE CLOSING OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

(SIGNATURES FOLLOW ON NEXT PAGE)

DRAFT

WITNESS, the following signatures.

PURCHASER:

PARK CITY MUNICIPAL CORPORATION,
a Utah municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

Attest:

City Recorder

Approved as to form:

City Attorney's Office

(SIGNATURES CONTINUE ON NEXT PAGE)

SELLER: Silver Islet Lake Partners, LLC.

By: _____
Name: _____
Title: _____
Date: _____

(SIGNATURES CONTINUE ON NEXT PAGE)

DRAFT

Escrow Agent executes this Agreement for the sole purpose of evidencing its agreement to the matters set forth in Paragraphs 4(c) and 8 hereof.

ESCROW AGENT:

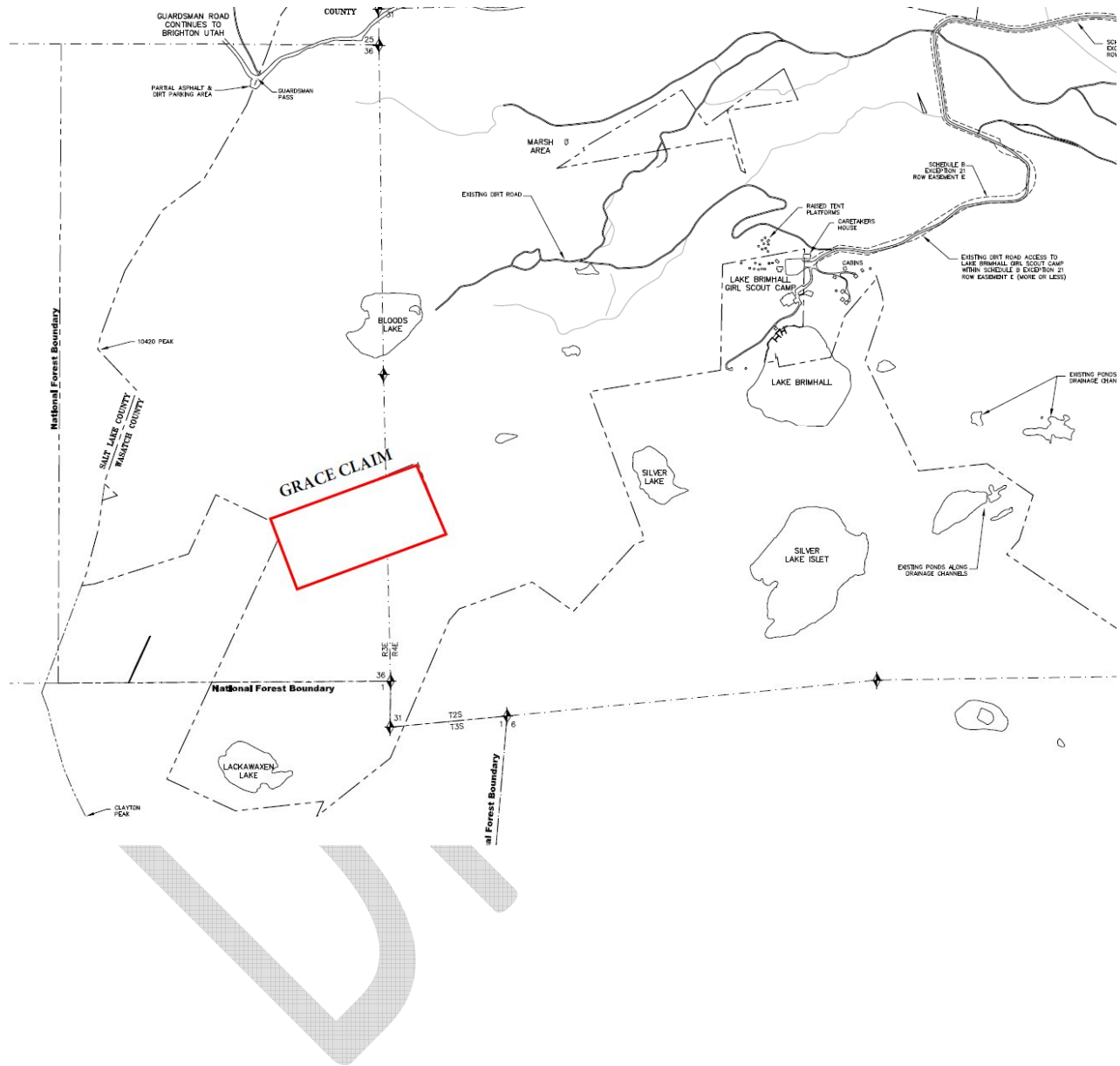
HIGH COUNTRY
TITLE

By: _____
Name: _____
Title: _____
Date: _____

DRAFT

EXHIBIT A

Property (Map & Legal Description)





GRACE LOT NO. 143

EXPRESSLY EXCEPTING AND EXCLUDING FROM THESE PRESENTS ALL THAT PORTION OF THE GROUND, HEREBEFORE DESCRIBED, EMBRACED IN SAID MINING CLAIMS OR LOTS NO. 44, AND ALSO ALL VEINS, LODES AND LEDGES THROUGHOUT THEIR ENTIRE DEPTH, THE TOPS OR APEXES OF WHICH LINE INSIDE OF SUCH EXCLUDED GROUND.
(PART OF TAX SERIAL NO. STA-172-0)

EXHIBIT B

Document Deliveries

1. Title Commitment.
2. Any other information relating to the Property that Purchaser may reasonably request.

DRAFT

City Council Staff Report



Subject: Fairway Meadows Plat Amendment
Author: Rebecca Ward
Project: PL-19-04391
Date: January 16, 2020
Type of Item: Administrative – Subdivision Plat Amendment

Summary Recommendation

Staff recommends the City Council review the proposed Fairway Meadows Subdivision Lot 11 Amended Plat, hold a public hearing, and consider approving the amended plat based on the findings of fact, conclusions of law, and conditions of approval outlined in the draft ordinance.

Description

Applicant: Linda and Blake Fisher
Location: 2784 American Saddler Drive
Adjacent Land Uses: Residential
Zoning District: Residential Development
Reason for Review: Subdivision plat amendments require Planning Commission review and recommendation to City Council for final action

Executive Summary

The applicant is the owner of both Lots 11 and 12 of the Fairway Meadows Subdivision in the Residential Development Zoning District. The applicant's home, 2784 American Saddler Drive, is located on Lot 11. Lot 12 is vacant. The applicant proposes to combine Lots 11 and 12 in order to build an addition to their home.

On January 8, 2020, the Planning Commission forwarded a positive recommendation for the Council's consideration (Planning Commission [Staff Report](#); [Audio](#)).

Background

On December 4, 2019, the Applicant submitted an application to combine Lots 11 and 12 of the Fairway Meadows Subdivision. On December 11, 2019, staff determined the application was complete.

On March 17, 1992, City Council approved the Fairway Meadows Subdivision (Summit County Recorder Entry 356214; Exhibit C). The Fairway Meadows Subdivision Plat prescribes maximum house sizes for each lot. The maximum house size on the 0.39-acre Lot 11 is 5,500 square feet. The maximum house size on the 0.36-acre Lot 12 is also 5,500 square feet. Note 8 of the Fairway Meadows Subdivision Plat states that "[m]aximum house sizes on combined lots shall not exceed 150% of the maximum allowed on each lot when averaged." This limitation on combined Lots is also outlined in the Land Management Code and is discussed in the analysis section below.

Analysis

2784 American Saddler Drive is located in the Residential Development Zoning District. The purpose of the Residential Development Zoning District (RD Zone) is linked [here](#).

The combining of existing subdivided Lots into one Lot requires a Plat Amendment.^a

The Proposed Fairway Meadows Subdivision Lot 11 Amended Plat Complies with the Land Management Code.

An owner may combine Lots with designated maximum house sizes and achieve approximately 150% of the maximum house size attributed to a particular Lot.^b The Owner must request an increase in maximum house size prior to or concurrent with the Lot combination plat.^c Prior to consideration by the Planning Commission, the Planning Director must make a determination on (A) maximum house size; (B) Setbacks; (C) vacation of easements; and (D) conformance with Land Management Code Chapter 15-7, Subdivisions. On December 23, 2019, Planning Director Erickson made the following determinations:

A. The maximum house size for combined Lots 11 and 12 shall be 8,250 square feet.

The maximum house size may not exceed 150% of the house size allowed on each single Lot when those maximums are combined and averaged. The Fairway Meadows Subdivision Plat caps the Lot 11 maximum house size to 5,500 square feet and the Lot 12 maximum house size to 5,500 square feet. As a result, the maximum house size for combined Lots 11 and 12 totals 8,250 square feet (Condition of Approval 4).^d

B. Setbacks for new construction added to the existing Structure at 2784 American Saddler Drive shall be as follows: Front – 30'; Rear – 22.5' for Main Buildings and 15' for Accessory Buildings and detached garage; Side – 18'.

The allowed minimum Setbacks for a proposed house size on combined Lots must increase in proportion to the percentage of increase in the house size over the average maximum house size for the Lots being combined.^e

Front Setbacks in the RD Zone are 20'. When Lots are combined, the Front Setback increases to 30'. Rear Setbacks in the RD Zone are 15' for Main Buildings and 10' for Accessory Buildings and detached garages. When Lots are combined, the Rear Setback increases to 22.5' for Main Buildings and 15' for Accessory Buildings and detached garages. Side Setbacks in the RD Zone are 12'. When Lots are combined, the Side Setback increases to 18'. These Setbacks are reflected in Condition of Approval 5.^f

C. The non-exclusive five-foot utility, slope, and drainage easement along the common Lot line between Lots 11 and 12 may need to be vacated.

If an easement must be vacated to allow construction on combined Lots, the Applicant must show evidence that the easement can be vacated or relocated without affecting service to the adjacent Lots. The easement relocation agreement must be recorded and/or shown on the plat amendment for the Lot combination. This requirement is reflected in Condition of Approval 6.^g

^a LMC [§ 15-7.1-3\(B\)](#).

^b LMC [§ 15-2.13-6](#).

^c *Id.*

^d Note 8 of the Fairway Subdivision Plat acknowledges this Code requirement: "Maximum house sizes on combined lots shall not exceed 150% of the maximum allowed on each lot when averaged."

^e LMC [§ 15-2.13-6\(B\)](#).

^f See the formula outlined in LMC [§ 15-2.13-6\(B\)](#).

^g LMC [§ 15-2.13-6\(C\)](#).

D. The Lots must be legally combined through a plat amendment pursuant to LMC Chapter 15-7, Subdivisions.^h

Staff reviewed the proposed Fairway Meadows Subdivision Lot 11 Amendment for compliance with Land Management Code [§ 15-1-8\(H\)](#); [§ 15-1-11\(C\)](#); [§ 15-2.13-6](#); [§ 15-7.1-3\(B\)](#), [§ 15-7.1-6](#), and [§ 15-12-15\(B\)\(9\)](#).

Department Review

The Development Review Committee reviewed the Fairway Meadows Subdivision Lot 11 Amended Plat proposal on December 17, 2019. The Planning, Engineering, and Legal Departments also reviewed the plat amendment.

Notice

Notice was published in the *Park Record* and on the Utah Public Notice website on December 21, 2019. Courtesy notice was mailed to neighboring properties on December 23, 2019. Notice was posted to 2784 American Saddler Drive on December 23, 2019.

Public Input

The Applicant submitted neighborhood consent to combine Lots 11 and 12 of the Fairway Meadows Subdivision Plat, included as Exhibit B. On December 29, 2019, the property owners of 2760 American Saddler Drive, the next-door neighbors to Lot 12, sent an email in support of the proposed plat amendment, also included in Exhibit B.

Alternatives

- The Council may approve the Fairway Meadows Subdivision Lot 11 Amendment based on the findings of fact, conclusions of law, and conditions of approval as found in the draft ordinance; or
- The Council may deny the Fairway Meadows Subdivision Lot 11 and direct staff to make Findings for this decision; or
- The Council may continue the item to a date certain.

Significant Impacts

There are no significant fiscal or environmental impacts that result from this application.

Consequences of not taking the Suggested Recommendation

The owner would not be able to combine Lots 11 and 12 and could not construct an addition to their existing home.

Good Cause

Staff reviewed the proposed Fairway Meadows Subdivision Lot 11 Amendment for compliance with Land Management Code [§ 15-1-8\(H\)](#); [§ 15-1-11\(C\)](#); [§ 15-2.13-6](#); [§ 15-7.1-3\(B\)](#), [§ 15-7.1-6](#), and [§ 15-12-15\(B\)\(9\)](#).

Recommendation

Staff recommends that the Council review the Fairway Meadows Subdivision Lot 11 Amendment, hold a public hearing, and consider approving the amendment based on the findings of fact, conclusions of law, and conditions of approval outlined in the draft ordinance.

Exhibits

^h LMC [§ 15-2.13-6\(D\)](#).

Attachment I: Ordinance 2020-05

Exhibit A: Fairway Meadows Subdivision Lot 11 Amended Plat

Exhibit B: Neighborhood Consent to Combine Lots 11 and 12

Exhibit C: Fairway Meadows Subdivision Plat

Ordinance No. 2020-05

AN ORDINANCE APPROVING THE FAIRWAY MEADOWS SUBDIVISION LOT 11 AMENDED PLAT, LOCATED AT 2784 AMERICAN SADDLER DRIVE, PARK CITY, UTAH

WHEREAS, the owners of the property located at 2784 American Saddler Drive petitioned the City Council for approval of the Fairway Meadows Subdivision Lot 11 Amended Plat; and

WHEREAS, on December 21, 2019, legal notice was published in the *Park Record* and on the Utah Public Notice website; and

WHEREAS, on December 23, 2019, notice was posted to the property and courtesy notice was sent to affected property owners; and

WHEREAS, the Planning Commission held a public hearing on January 8, 2020, to receive input on the Fairway Meadows Subdivision Lot 11 Amended; and

WHEREAS, on January 8, 2020, the Planning Commission forwarded a positive recommendation to the City Council; and

WHEREAS, on January 16, 2020, the City Council held a public hearing and took final action on the subdivision plat amendment; and

WHEREAS, it is in the best interest of Park City, Utah, to approve the Fairway Meadows Subdivision Lot 11 Amended Plat.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Fairway Meadows Subdivision Lot 11 Amended Plat as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. On December 4, 2019, the Applicant submitted an application to combine Lots 11 and 12 of the Fairway Meadows Subdivision.
2. On December 11, 2019, staff determined the application was complete.
3. On March 17, 1992, City Council approved the Fairway Meadows Subdivision (Summit County Recorder Entry 356214).
4. The Fairway Meadows Subdivision Plat prescribes maximum house sizes for each lot.
5. The maximum house size for the 0.39-acre Lot 11 is 5,500 square feet.
6. The maximum house size for the 0.36-acre Lot 12 is 5,500 square feet.
7. Note 8 of the Fairway Meadows Subdivision Plat states that “[m]aximum house sizes on combined lots shall not exceed 150% of the maximum allowed on each lot when averaged.”

8. The combining of existing subdivided Lots into one or more Lots requires a Plat Amendment.
9. Lots 11 and 12 of the Fairway Meadows Subdivision are located in the Residential Development (RD) Zoning District.
10. Single-Family Dwellings are an allowed use in the RD Zone.
11. In the RD Zone, an owner may combine Lots with designated maximum house sizes and achieve approximately 150% of the maximum house size attributed to a particular Lot.
12. The Owner must request an increase in maximum house size prior to or concurrent with the Lot combination plat.
13. Prior to consideration by the Planning Commission, the Planning Director must make a determination on (A) maximum house size; (B) Setbacks; (C) vacation of easements; and (D) conformance with Land Management Code Chapter 15-7, Subdivisions.
14. On December 23, 2019, Planning Director Erickson made the following determinations: (A) the maximum house size for combined Lots 11 and 12 shall be 8,250 square feet; (B) Lot 12 Setbacks shall be as follows: Front – 30'; Rear – 22.5' for Main Buildings and 15' for Accessory Buildings and detached garage; Side – 18'; (C) the non-exclusive five-foot utility, slope, and drainage easement along the common Lot line between Lots 11 and 12 may need to be vacated; and (D) the Lots must be legally combined through a plat amendment pursuant to LMC Chapter 15-7, Subdivisions.
15. The proposed Fairway Meadows Subdivision Lot 11 Amendment has been reviewed for compliance with Land Management Code § 15-1-8(H); § 15-1-11(C); § 15-2.13-6; § 15-7.1-3(B); § 15-7.1-6; and § 15-12-15(B)(9).

Conclusions of Law:

1. There is good cause for the Fairway Meadows Subdivision Lot 11 Amendment.
2. The subdivision plat amendment is consistent with the Park City Land Management Code and applicable State law.
3. Neither the public nor any person will be materially injured by the proposed plat amendment.
4. Approval of the subdivision plat amendment, subject to the conditions stated below, does not adversely affect the health, safety, or welfare of the citizens of Park City.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the Fairway Meadows Subdivision Lot 11 Amended Plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the amended plat at the County within one year from the date of City Council approval. If recordation has not occurred within one year, this approval for the plat will be void, unless a request for an extension is submitted in writing and approved by the City Council.
3. All applicable recorded public utility and access easements shall be indicated on the plat prior to recordation.
4. The maximum house size for combined Lots 11 and 12 shall be 8,250 square feet. The maximum house size shall be noted on the final plat.
5. Setbacks for new construction added to the existing Structure at 2784 American Saddler Drive shall be as follows: Front – 30'; Rear – 22.5' for Main Buildings and 15' for Accessory Buildings and detached garage; Side – 18'. These Code-required Setbacks shall be delineated on the final plat.
6. If the non-exclusive five-foot utility, slope, and drainage easement dedicated along all lot lines on the Fairway Meadows Subdivision Plat must be vacated to allow construction on the combined Lots, the Applicant must show evidence that the easement can be vacated or relocated without affecting service to the adjacent Lots. The easement relocation agreement must be recorded and/or shown on the plat amendment for the Lot combination.

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

PASSED AND ADOPTED this 16th day of January, 2020.

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, MAYOR

ATTEST:

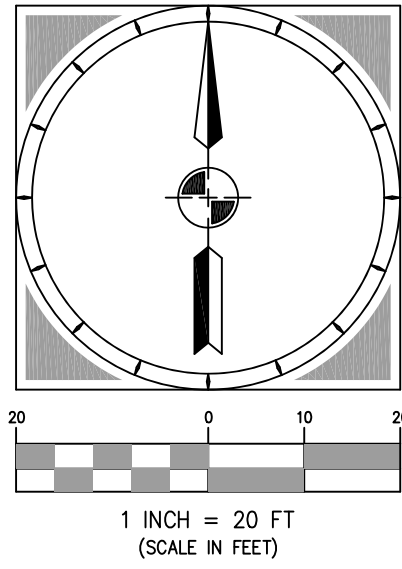
Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

Exhibit

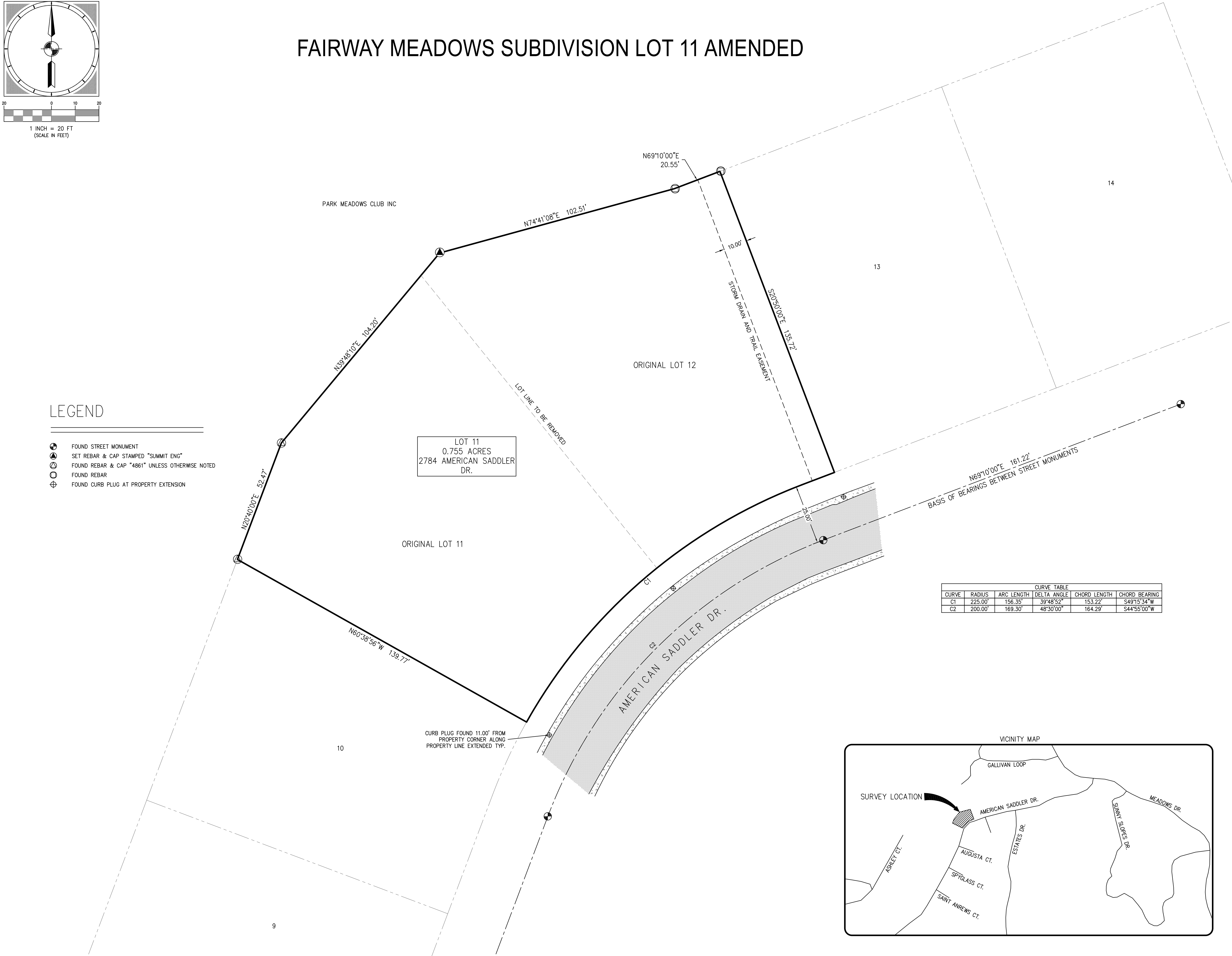
Exhibit A – Fairway Meadows Subdivision Lot 11 Amended Plat



FAIRWAY MEADOWS SUBDIVISION LOT 11 AMENDED

LEGEND

- FOUND STREET MONUMENT
- SET REBAR & CAP STAMPED "SUMMIT ENG"
- FOUND REBAR & CAP "4861" UNLESS OTHERWISE NOTED
- FOUND REBAR
- FOUND CURB PLUG AT PROPERTY EXTENSION



BOUNDARY DESCRIPTION

ALL OF LOTS 11 AND 12 OF THE FAIRWAY MEADOWS SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE RECORDER, SUMMIT COUNTY UT.

BASIS OF BEARINGS

BASIS OF BEARINGS FOR THIS PROJECT WAS ESTABLISHED AS NORTH 69°10'00" EAST BETWEEN FOUND STREET MONUMENTS AS SHOWN HEREON. SAID BASIS IS IN CONFORMANCE WITH THE FAIRWAY MEADOWS SUBDIVISION PLAT (SEE ENTRY #356214)

SURVEYOR'S CERTIFICATE

IN ACCORDANCE WITH SECTION 10-9a-603 OF THE UTAH CODE, I, BING CHRISTENSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE NUMBER 145796 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT.

I FURTHER CERTIFY THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THE PLAT IN ACCORDANCE WITH SECTION 17-23-17 OF THE UTAH CODE, AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT.

BING CHRISTENSEN
PROFESSIONAL LAND SURVEYOR

DATE

SURVEYOR'S SEAL

OWNER'S DEDICATION

I, THE UNDERSIGNED OWNER OF THE TRACT OF LAND SHOWN AND DESCRIBED ON THIS AMENDED SUBDIVISION PLAT, HAVE CAUSED THE SAME TO BE AMENDED AS SHOWN HEREON AND CONSENT TO ITS RECORDATION. WE ALSO GRANT PUBLIC UTILITY EASEMENTS FOR UNDERGROUND UTILITIES AS SHOWN HEREON.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND THIS DAY OF _____, 2019.

THE LINDA M. FISHER REVOCABLE TRUST, DATED
JANUARY 31, 2002
C/O LINDA M FISHER

ACKNOWLEDGEMENT

_____) S.S.
ON THIS _____ DAY OF _____, 2019, PERSONALLY APPEARED BEFORE ME _____
THE SIGNER OF THE ABOVE OWNER'S DEDICATION, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT SHE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR THE PURPOSES MENTIONED.

NOTARY PUBLIC

PLAT NOTES:
1.
2.

PROJECT
L19-227

SHEET
1 OF 1

ISSUE DATE
12-3-2019

Summit Engineering Group Inc.

Structural • Civil • Surveying
55 WEST CENTER • P.O. BOX 178
HEBER CITY, UTAH 84032
P: 435-854-9229 • F: 435-854-9231

COPYRIGHT © 2019
SUMMIT ENGINEERING GROUP, INC.

DRAWING ALLEGATION:
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF THE PROFESSIONAL LAND SURVEYOR TO ALTER ANY ITEM ON THIS DOCUMENT IN ANY MANNER. ANY PERSON WHO ALTERS THIS DOCUMENT IS REQUIRED BY LAW TO AFFIX THEIR SEAL AND THE REVISION IS DENIED BY FOLLOWING BY THEIR SIGNATURE AND SPECIFIC DESCRIPTION OF THE ALTERATIONS.

COUNTY RECORDER

ENTRY NO. _____
STATE OF _____ COUNTY OF _____
DATE: _____ TIME: _____
RECORDED AND FILED AT THE REQUEST OF _____
COUNTY RECORDER: _____

PARK CITY COUNCIL

PRESENTED TO THE BOARD OF PARK CITY COUNCIL ON THIS _____ DAY OF _____, 2019.
BY: _____

PARK CITY PLANNING COMMISSION

THIS PLAT IS APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2019.
CHAIR: _____

CITY ENGINEER

I HEREBY CERTIFY THAT I HAVE HAD THIS PLAT REVIEWED BY THIS OFFICE AND IT IS CORRECT IN ACCORDANCE WITH AVAILABLE INFORMATION ON FILE IN THIS OFFICE.
BY: _____

CERTIFICATE OF ATTEST

I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2019.
PARK CITY RECORDER

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2019
S.B.W.R.D.

CITY ENGINEER

I HEREBY CERTIFY THAT I HAVE HAD THIS PLAT REVIEWED BY THIS OFFICE AND IT IS CORRECT IN ACCORDANCE WITH AVAILABLE INFORMATION ON FILE IN THIS OFFICE.
BY: _____

Consent to Remove the Property Line Between
Lot FWM-11 and Lot FWM-12 in the Fairway Meadows Subdivision
in Park City, Summit County, Utah

This letter is to verify my/our consent to the proposed lot-line adjustment as described below which is adjacent to the property I/we own:

Remove the property line between FWM-11 (2784 American Saddler Drive) and FWM-12 (2772 American Saddler Drive) in the Fairway Meadows Subdivision of Park City, Summit County, Utah in order to combine the two lots into a single lot as shown on the attached Lot Combination Exhibit. Both lots are owned by Linda M Fisher, Trustee.



Park Meadows Country Club, Inc

Jack Rubin, President

Mailing Address:

P.O. Box 680430

Street

Park City UT, 84068

City, State, Zip

09-18-19

Date

**Consent to Remove the Property Line Between Lot FWM-11 and FWM-12
in the Fairway Meadows Subdivision in Park City, Utah**

**This letter is to verify our consent to the proposed lot-line
adjustment as described below which is adjacent to the property
we own: Lot 42, 2 Pinehurst Court.**

**Remove the property line between FWN-11 (2784 American Saddler Drive)
and FWM-12 (2772 American Saddler Drive) in the Fairway Meadows
Subdivision of Park City, Summit County, Utah in order to combine
the two lots into a single Lot as shown on the attached Lot
Combination Exhibit. Both lots are now owned by Linda Fisher, Trustee.**



Lawrence and Lenore Cohen - Lot 42, 2 Pinehurst Court

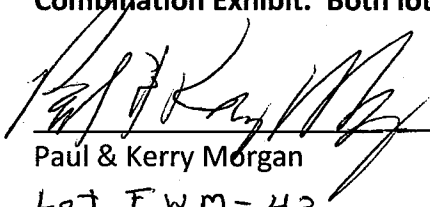
Mailing Address: PO Box 680005 Park City UT 84068

Date: Sept 10, 2019

Consent to Remove the Property Line Between
Lot FWM-11 and Lot FWM-12 in the Fairway Meadows Subdivision
in Park City, Summit County, Utah

This letter is to verify my/our consent to the proposed lot-line adjustment as described below
which is adjacent to the property I/we own:

**Remove the property line between FWM-11 (2784 American Saddler Drive) and FWM-12
(2772 American Saddler Drive) in the Fairway Meadows Subdivision of Park City, Summit
County, Utah in order to combine the two lots into a single lot as shown on the attached Lot
Combination Exhibit. Both lots are owned by Linda M Fisher, Trustee.**


Paul & Kerry Morgan

Lot FWM-43

Mailing Address:

2791 American Saddler Dr

Street

PC UT 84060

City, State, Zip

9/15/19
Date

Consent to Remove the Property Line Between
Lot FWM-11 and Lot FWM-12 in the Fairway Meadows Subdivision
in Park City, Summit County, Utah

This letter is to verify my/our consent to the proposed lot-line adjustment as described below
which is adjacent to the property I/we own:

Remove the property line between FWM-11 (2784 American Saddler Drive) and FWM-12
(2772 American Saddler Drive) in the Fairway Meadows Subdivision of Park City, Summit
County, Utah in order to combine the two lots into a single lot as shown on the attached Lot
Combination Exhibit. Both lots are owned by Linda M Fisher, Trustee.



Robert and Ellen Kidwell

Lot FWM-13

Mailing Address:

2760 American Saddler

Street

PARK CITY, UT 84060

City, State, Zip

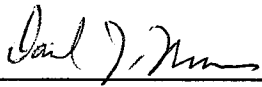
10 SEP 19

Date

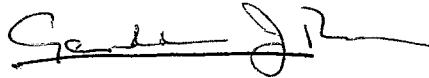
Consent to Remove the Property Line Between
Lot FWM-11 and Lot FWM-12 in the Fairway Meadows Subdivision
in Park City, Summit County, Utah

This letter is to verify my/our consent to the proposed lot-line adjustment as described below which is adjacent to the property I/we own:

Remove the property line between FWM-11 (2784 American Saddler Drive) and FWM-12 (2772 American Saddler Drive) in the Fairway Meadows Subdivision of Park City, Summit County, Utah in order to combine the two lots into a single lot as shown on the attached Lot Combination Exhibit. Both lots are owned by Linda M Fisher, Trustee.



David & Geri Thomas
Lot FWM-10

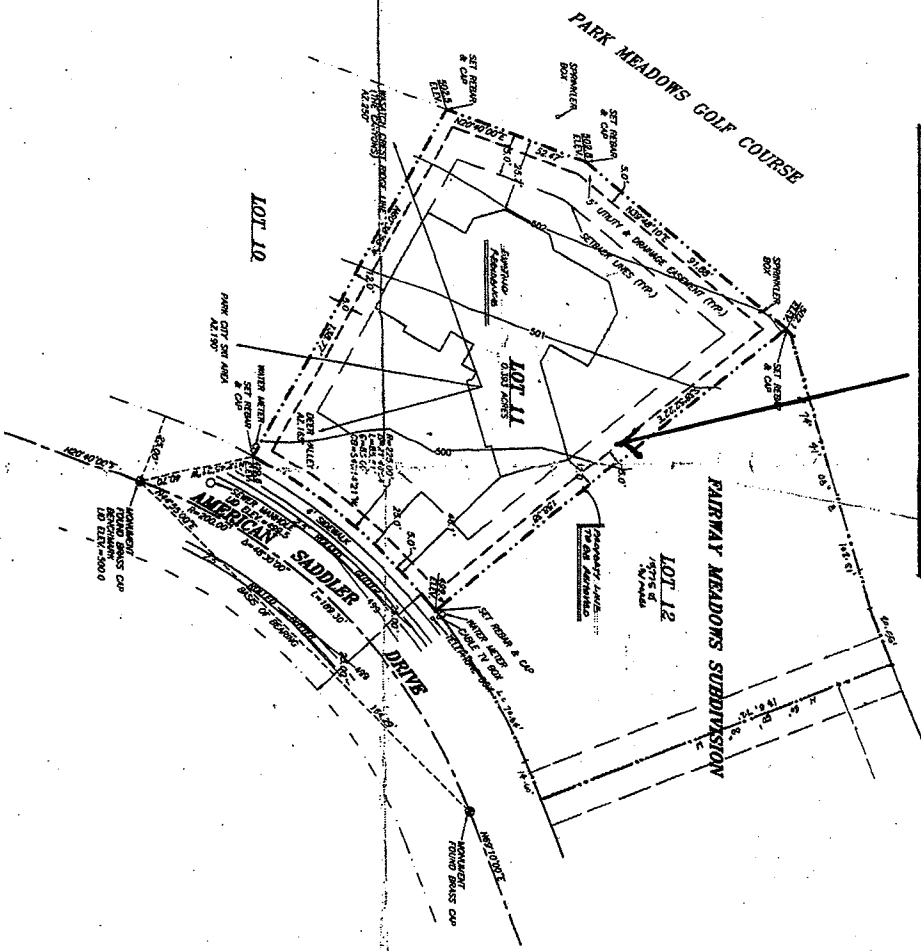
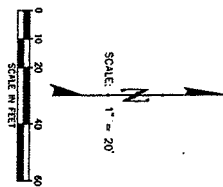


Mailing Address:
2808 AMERICAN SADDLER DRIVE
Street
PARK CITY UT 84060
City, State, Zip

09-11-19

Date

Property Line
to be removed



SURVEYOR'S CERTIFICATE

I, JOHN W. FRANCON, a registered land surveyor, having taken and in accordance with the laws of the State of Utah, and in accordance with the provisions of the Utah Surveyors' Act, have surveyed and located the above described property and that this plat is a true and correct representation of the same.

DATE: DECEMBER 21, 1993
SIGNED: *[Signature]*
JOHN W. FRANCON, L.S. 4881

DESCRIPTION

ALL OF LOT 11, FAIRWAY MEADOWS SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE SUMMIT COUNTY RECORDER.
CONTAINS: 0.363 ACRES

NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO REASSURE THE BOUNDARY AND TO REMOVE TOPOGRAPHIC FEATURES THAT ARE NOT SHOWN ON THE PLAT. THE BOUNDARY AND THE REMOVED FEATURES ARE SHOWN AS SHOWN HEREON.

Linda M. Fisher, Trustee

	JOHN W. FRANCON & ASSOCIATES LAND SURVEYORS BOUNDARY AND TOPOGRAPHIC SURVEYS CONSTRUCTION SURVEYS 10510 12TH ST. SUITE 200, NORTH WASH. STREET, WASHINGTON, UTAH 84013 & 10500 12TH ST. SUITE 200, WASHINGTON, UTAH 84013	
	BRYAN BRADLEY 2734 AMERICAN SADDLER DRIVE PARK CITY, UTAH	
LOCATED IN THE APPROPRIATE QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 4 EAST, SALT LAKE MERIDIAN & WYOMING.		
REVISIONS:	DRAWN BY: JAC CHECKED BY: JAC DATE: 12/17/93 JOB NO.: 9902	SURVEYED BY: JAC CALC. BY: JAC FIELD BOOK: JAC COMP. DRAWING: JAC
SHEET DESCRIPTION: BOUNDARY & TOPOGRAPHIC SURVEY		SHEET NO.: 1 OF ONE

LOT COMBINATION EXHIBIT
FAIRWAY MEADOWS SUBDIVISION
LOT 11 & LOT 12

From: [Robert K](#)
To: [Rebecca Ward](#)
Cc: lindamfisher@comcast.net; ellenkidwell@comcast.net
Subject: Fisher Application
Date: Sunday, December 29, 2019 7:13:44 PM

Hi Rebecca,

We are the next-door neighbors of Blake and Linda Fisher (2784 American Saddler Dr) and are in receipt of the official Notice of Public Hearing for a plat amendment.

Last fall we signed off on the Fisher application (PL-19-04391) to combine lots 11 and 12 in Fairway Meadows.

We remain in strongly in favor of this application.

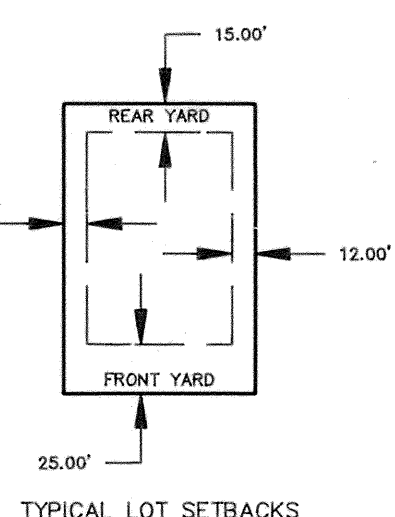
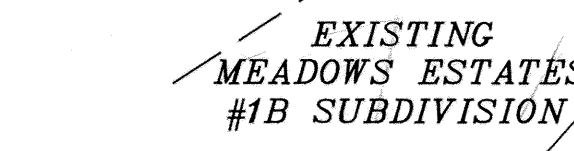
Please pass this on to as you see fit.

Sincerely,
Robert and Ellen Kidwell
2760 American Saddler Dr
(435) 901-0254

A PORTION OF THE NORTH ONE HALF OF SECTION 4,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN.
PARK CITY, SUMMIT COUNTY, UTAH

CURVE TABLE				
LOT	CURVE	RADIUS	LENGTH	DELTA
LOT 23	C1	25.00'	39.27'	90°00'00"
LOT 36	C2	25.00'	39.27'	90°00'00"
LOT 37	C3	25.00'	39.27'	90°00'00"
LOT 38	C4	25.00'	22.39'	51°19'04"
LOT 38	C5	55.00'	74.51'	77°37'26"
LOT 39	C6	55.00'	61.14'	63°41'38"
LOT 40	C7	55.00'	66.65'	59°00'35"
LOT 41	C8	55.00'	79.90'	82°39'09"
LOT 41	C9	25.00'	39.27'	90°00'00"
LOT 42	C10	25.00'	39.27'	90°00'00"
LOT 44	C11	25.00'	39.27'	90°00'00"
LOT 44	C12	25.00'	22.39'	51°19'04"
LOT 45	C13	55.00'	78.91'	81°19'09"
LOT 46	C14	55.00'	57.64'	60°02'56"
LOT 47	C15	55.00'	57.92'	60°20'28"
LOT 48	C16	55.00'	77.73'	80°58'35"
LOT 49	C17	25.00'	22.39'	51°19'04"
LOT 49	C18	25.00'	39.27'	90°00'00"
LOT 50	C19	25.00'	39.30'	90°04'25"
LOT 50	C20	25.00'	22.39'	51°19'04"
LOT 51	C21	55.00'	85.30'	88°42'02"
LOT 52	C22	55.00'	52.42'	54°36'23"
LOT 53	C23	55.00'	53.07'	55°17'14"
LOT 54	C24	55.00'	80.80'	83°57'49"
LOT 55	C25	25.00'	22.39'	51°19'04"
LOT 55	C26	25.00'	39.27'	90°00'00"
LOT 56	C27	25.00'	39.27'	90°00'00"
LOT 56	C28	25.00'	22.39'	51°19'04"
LOT 57	C29	55.00'	83.29'	86°37'55"
LOT 58	C30	55.00'	58.04'	60°27'31"
LOT 59	C31	55.00'	52.71'	54°54'40"
LOT 60	C32	55.00'	77.54'	80°46'42"
LOT 61	C33	25.00'	22.39'	51°19'04"
LOT 61	C34	25.00'	39.27'	90°00'00"

 SOUTHWEST CORNER SEC. 4,
T. 2 S., R. 4 E., S.L.B.&M.
(SURVEY MONUMENT)



☐ SURVEY MONUMENT
61 LOT NUMBER
 2897 STREET ADDRESS

1. A NON-EXCLUSIVE 5 FOOT UTILITY, SLOPE, AND DRAINAGE EASEMENT IS HEREBY DEDICATED ALONG ALL LOT LINES, UNLESS OTHERWISE NOTED.
2. DUE TO HIGH WATER TABLE AND SATURATED SEWER LOCATIONS, HOUSES WITH BASEMENTS ARE NOT ALLOWED IN FAIRWAY MEADOWS SUBDIVISION.
3. PARK CITY WILL ONLY ASSUME RESPONSIBILITY FOR SNOW FLOWING UPON COMPLETION OF AVOID LEGAL OCCUPATION OF STRUCTURES ON AT LEAST 50% OF THE LOTS. SUBSTANTIAL INTERIM SNOW REMOVAL COSTS WILL OCCUR TO LOT OWNERS.
4. A MODIFIED 13-9 TYPE INTERIOR FIRE SPRINKLING SYSTEM IS REQUIRED IN ALL RESIDENCES CONSTRUCTED IN FAIRWAY MEADOWS SUBDIVISION.
5. A NON-EXCLUSIVE SANITARY SEWER, STORM DRAINAGE, PUBLIC UTILITY AND TRAIL EASEMENT EXISTS OVER ALL OPEN SPACE SHOWN.
6. A MINIMUM BUILDING SETBACK OF 25.00 FOOT FRONT YARD, 15 FOOT REAR YARD, AND 12 FOOT SIDE YARD EXISTS FOR ALL LOTS. SEE TYPICAL.
7. MAXIMUM HOUSE SIZE IN FAIRWAY MEADOWS SHALL BE AS SHOWN IN TABLE **BELOW LEFT**. MAXIMUM UNPAVED GARAGE SIZE IS 600 SQUARE FEET; GARAGE SQUARE FOOTAGE OVER 600 SQUARE FEET SHALL BE DEDUCTED FROM THE **MAXIMUM HOUSE SQUARE FOOTAGE TO DETERMINE THE MAXIMUM HOUSE SIZE**.
8. **MAXIMUM HOUSE SIZES ON COMBINED LOTS SHALL NOT EXCEED 150% OF THE MAXIMUM ALLOWED ON EACH LOT (WHEN AVERAGED).**

BEGINNING AT A POINT ON THE NORTHERLY BOUNDARY OF MEADOWS ESTATES 1B, AS RECORDED, SAID POINT LOCATED NORTH 07° 15' 00" EAST 2677.65 FEET FROM THE SOUTHWEST CORNER OF SECTION 4, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN ALONG THE SECTION LINE TO THE WEST QUARTER CORNER OF SAID SECTION 4, AND NORTH 09° 43' EAST 1166.13 FEET ALONG THE SECTION LINE TO THE WEST QUARTER CORNER OF SAID SECTION 4, THENCE SOUTHWEST 87° 40' 00" EAST 194.54 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 4, AND EAST 1948.54 FEET; THENCE NORTH 29° 45' 00" EAST 582.11 FEET; THENCE NORTH 20° 40' 00" EAST 452.88 FEET; THENCE NORTH 39° 48' 10" EAST 104.20 FEET; THENCE NORTH 74° 01' 48" EAST 102.51 FEET; THENCE NORTH 69° 10' 00" EAST 381.43 FEET; THENCE NORTH 87° 40' 00" EAST 175 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 4 TO THE RIGHT, RADIUS POINT BEARS SOUTH 25° 50' 16" EAST; THENCE 105.62 FEET ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 22° 00' 21"; THENCE NORTH 86° 10' 06" EAST 226.50 FEET TO A POINT ON A 123.00 FOOT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS NORTH 33° 54' 46" WEST 8.58 FEET; THENCE SOUTH 33° 25' 00" WEST 44.68 FEET; THENCE SOUTH 33° 25' 00" WEST 115.51 FEET; THENCE SOUTH 33° 25' 00" WEST 44.68 FEET; THENCE SOUTH 00° 00' 00" WEST; THENCE LEAVING SAID PURPORTED RIGHT OF WAY LINE, 36.76 FEET ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 84° 14' 34" TO A POINT ON A 13.00 FOOT RADIUS REVERSE CURVE, CURVE BEARS SOUTH 84° 14' 34" WEST 1.00 FEET; THENCE SOUTH 84° 14' 34" WEST 1.00 FEET TO THE START OF SAID CURVE THRU A CENTRAL ANGLE OF 80° 24' 40"; THENCE SOUTH 86° 10' 06" WEST 226.50 FEET TO A POINT OF A 225.00 FOOT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS SOUTH 03° 49' 00" WEST 1.00 FEET; THENCE SOUTH 03° 49' 00" WEST 1.00 FEET TO THE START OF SAID CURVE THRU A CENTRAL ANGLE OF 21° 15' 20"; THENCE SOUTH 59° 54' 46" WEST 8.58 FEET; THENCE SOUTH 33° 25' 00" WEST 44.68 FEET; THENCE SOUTH 15° 49' 00" WEST 551.11 FEET; THENCE NORTH 82° 07' 18" WEST 93.21 FEET; THENCE SOUTH 05° 50' 26" EAST 2.96 FEET TO A POINT ON A 175.00 FOOT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS NORTH 84° 09' 00" WEST 1.00 FEET; THENCE NORTH 84° 09' 00" WEST 1.00 FEET TO THE START OF SAID CURVE THRU A CENTRAL ANGLE OF 17° 01' 42" TO A POINT OF A 225.00 FOOT RADIUS REVERSE CURVE; THENCE 84.18 FEET ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 21° 26' 12" TO A POINT ON THE NORTHERLY BOUNDARY OF FOUR LAKES VILLAGE; THENCE NORTH 03° 49' 00" WEST 1.00 FEET; THENCE NORTH 03° 49' 00" WEST 1.00 FEET TO THE START OF SAID CURVE THRU A CENTRAL ANGLE OF 80° 24' 40"; THENCE SOUTH 86° 10' 06" WEST 49.86 FEET; THENCE NORTH 79° 00' 00" WEST 80.17 FEET; THENCE SOUTH 87° 30' 00" WEST 121.42 FEET; THENCE SOUTH 80° 00' 00" WEST 111.50 FEET; THENCE SOUTH 33° 40' 00" WEST 469.36 FEET; THENCE SOUTH 41° 36' 54" WEST 123.10 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF MEADOWS ESTATES 1B SUBDIVISION; THENCE NORTH 60° 15' 00" WEST 475.15 FEET TO THE POINT OF BEGINNING.

CONTAINS: 26.95 ACRES

PLOTTED: MARCH 10, 1992
DRAWING NAME: PLAT-61.DWG
DESIGNED BY: G. WOLBACH
SHEET NO. 1 OF 1

JANUARY
RECORD OF

PARK CITY SUMMIT COUNTY UTAH

CORPORATE

Seal

MARCH 1,
1964

★

Buddy C. Cole
MAYOR
Cynthia L. Sheldon
CITY RECORDER

Eric W. DeHaan PE
CITY ENGINEER

Dean S. Burnett
CHAIRMAN


CITY ATTORNEY

No. 356214
STATE OF Utah
COUNTY OF Summit
RECORDED AND FILED AT THE REQUEST OF:
High Country Title
DATE 4-23-92
TIME: 10:18 AM
FEE: \$0.50
Alan Springs
COUNTY RECORDER

Land Planning Architecture Civil Engineering
1910 Prospector Ave., Suite 200 Park City, Utah 84060
3 Tallow Wood Drive, Clifton Park, New York 12065
801-645-9000 FAX 801-649-1620
518-383-5556 FAX 518-383-5559

FAIRWAY MEADOWS

City Council Staff Report



Subject: Alpine Retreat @ Park City Condominium
Plat
Author: Rebecca Ward, Land Use Policy Planner
Project: PL-19-04386
Date: January 16, 2020
Type of Item: Administrative – Condominium Plat Amendment

Summary Recommendation

This item was scheduled for the Planning Commission's consideration on January 8, 2020. On January 8, 2020, the Commission continued the item to a date uncertain. Staff recommends that the Council open a public hearing and continue this item to a date uncertain.

Description

Applicant: Loren Pierce
Location: 1274 Park Avenue
Zoning District: Historic Residential - Medium Density (HRM)
Adjacent Land Uses: Single-Family Dwellings, Multi-Family Dwellings,
Park City Skateboard Park
Reason for Review: Condominium Plat Amendments require Planning Commission
review and City Council review and action

Executive Summary

The Applicant proposes to add a single-car garage with access via Sullivan Road, as well as an upper studio, to 1274 Park Avenue, a 1,791-square-foot Significant Structure on the City's Historic Sites Inventory. 1274 Park Avenue is Unit 1 of the Alpine Retreat @ Park City Condominium Project Plat. A condominium plat amendment is required to accommodate the proposed addition to 1274 Park Avenue.

Notice

Notice was published in the *Park Record* and to the Utah Public Notice Website on December 21, 2019. Notice was posted to the property on December 23, 2019. Courtesy notice was mailed to property owners within 300 feet on December 23, 2019.

Notice will again be mailed, posted, and published online when the item is scheduled for the Commission and Council's consideration.

City Council Staff Report



Subject: Evergreen Subdivision Amendment
Author: Rebecca Ward, Land Use Policy Planner
Project: PL-19-04378
Date: January 16, 2020
Type of Item: Administrative – Subdivision Plat Amendment

Summary Recommendation

Staff recommends the Council review the proposed Evergreen Subdivision Amendment, hold a public hearing, and consider approving the amendment based on the findings of fact, conclusions of law, and conditions of approval outlined in the draft ordinance.

Description

Applicant: Raymond Uritescu
Location: 7058 Silver Lake Drive
Adjacent Land Uses: Residential; Deer Valley Last Chance Ski Trail
Zoning District: Residential Development within the Deer Valley Master Planned Development
Reason for Review: Subdivision plat amendments require Planning Commission review and recommendation to City Council for final action

Executive Summary

The Applicant proposes to increase the area of disturbance for Lot 1 (7058 Silver Lake Drive) of the Evergreen Subdivision from 5,270 square feet to 6,260 square feet, a total increase of 540 square feet.

On January 8, 2020, the Planning Commission forwarded a positive recommendation for the Council's consideration (Planning Commission [Staff Report](#); [Audio](#)).

Background

On March 19, 1987, the City Council approved the 36-Lot Evergreen Subdivision Plat (Summit County Recorder Entry 269685). On May 17, 1988, the City Council approved an Amended Evergreen Subdivision Plat (Summit County Recorder Entry 290308; Exhibit A). The Subdivision Plat establishes an area of disturbance for each Lot.

The City Council has approved at least two enlargements to Evergreen Subdivision Lot areas of disturbance. For example, on October 13, 1994, the City Council passed Ordinance No. 94-42, *An Ordinance Amending the Evergreen Subdivision Plat to Amend the Limits of Disturbance at 6715 Silver Lake Drive* (Exhibit B). This Ordinance increased the area of disturbance for Lot 15 from ~4,145 square feet to ~5,442 square feet (~31% increase).

On May 23, 2002, the City Council passed Ordinance 02-06, *An Ordinance Approving a Plat Amendment for 6538 Silver Lake Drive, Evergreen Subdivision of Park City, Utah* (Exhibit D). This Ordinance relocated a ski easement on Lot 23. The original area of disturbance for Lot 23 was ~2,708 square feet. No area of disturbance was included in the amended Lot 23 plat, but a condition of approval allowed the building pad to expand into the former ski easement area. This created an area of disturbance of ~12,000 square feet. The existing home on Lot 23 has a building footprint of ~5,000 square feet (~84% increase).

On November 19, 2019, the Applicant submitted an application to amend the area of disturbance for Lot 1 of the Evergreen Subdivision. Staff determined the application to be complete on November 21, 2019. The applicant proposes to increase the area of disturbance for Lot 1 from 5,270 square feet to 6,260 square feet (18% increase). However, due to Setback and easement restrictions, the buildable area within the proposed area of disturbance is 5,000 square feet (6.7% increase).

Analysis

The Proposed Evergreen – Lot 1 Amended Plat Complies with the Residential Development Zoning District Requirements.

The Applicant proposes to increase the area of disturbance for Lot 1 (7058 Silver Lake Drive) of the Evergreen Subdivision from 5,270 square feet to 6,260 square feet, a total increase of 540 square feet (Exhibit E).

Altering areas of disturbance on a subdivision plat requires a plat amendment.^a Subdivision plat amendments are reviewed by staff and submitted to the Planning Commission for recommendation to the City Council.^b The City Council takes final action on plat amendments.^c

Lot 1 of the Evergreen Subdivision (7058 Silver Lake Drive) is located in the Residential Development Zoning District within the Deer Valley Master Planned Development. Lot 1 is adjacent to a residential property. The Deer Valley Last Chance Ski Trail runs directly behind Lot 1.^d

The purpose of the Residential Development Zoning District (RD Zone) is to:

- A. Allow a variety of Residential Uses that are Compatible with the City's Development objectives, design standards, and growth capabilities;
- B. Encourage the clustering of residential units to preserve natural Open Space, minimize Site disturbance and impacts of Development, and minimize the cost of municipal services;
- C. Allow commercial and recreational activities that are in harmony with residential neighborhoods;
- D. Minimize impacts of the automobile on architectural design;
- E. Promote pedestrian connections within Developments and between adjacent Areas; and
- F. Provide opportunities for variation in architectural design and housing types.^e

Single-Family Dwellings are an allowed use in the RD Zone.^f

There are no minimum or maximum Lot size requirements in the RD Zone and the maximum density for Lot 1 of the Evergreen Subdivision will be determined by Setback and Height restrictions outlined in the Land Management Code, built within the area of disturbance established by the subdivision plat.^g

The Evergreen – Lot 1 Amended Plat Complies with the Additional Evergreen Subdivision Plat Requirements.

^a LMC [§ 15-7.1-3\(B\)](#).

^b LMC [§ 15-12-15\(9\)](#).

^c LMC [§ 15-1-8\(H\)](#).

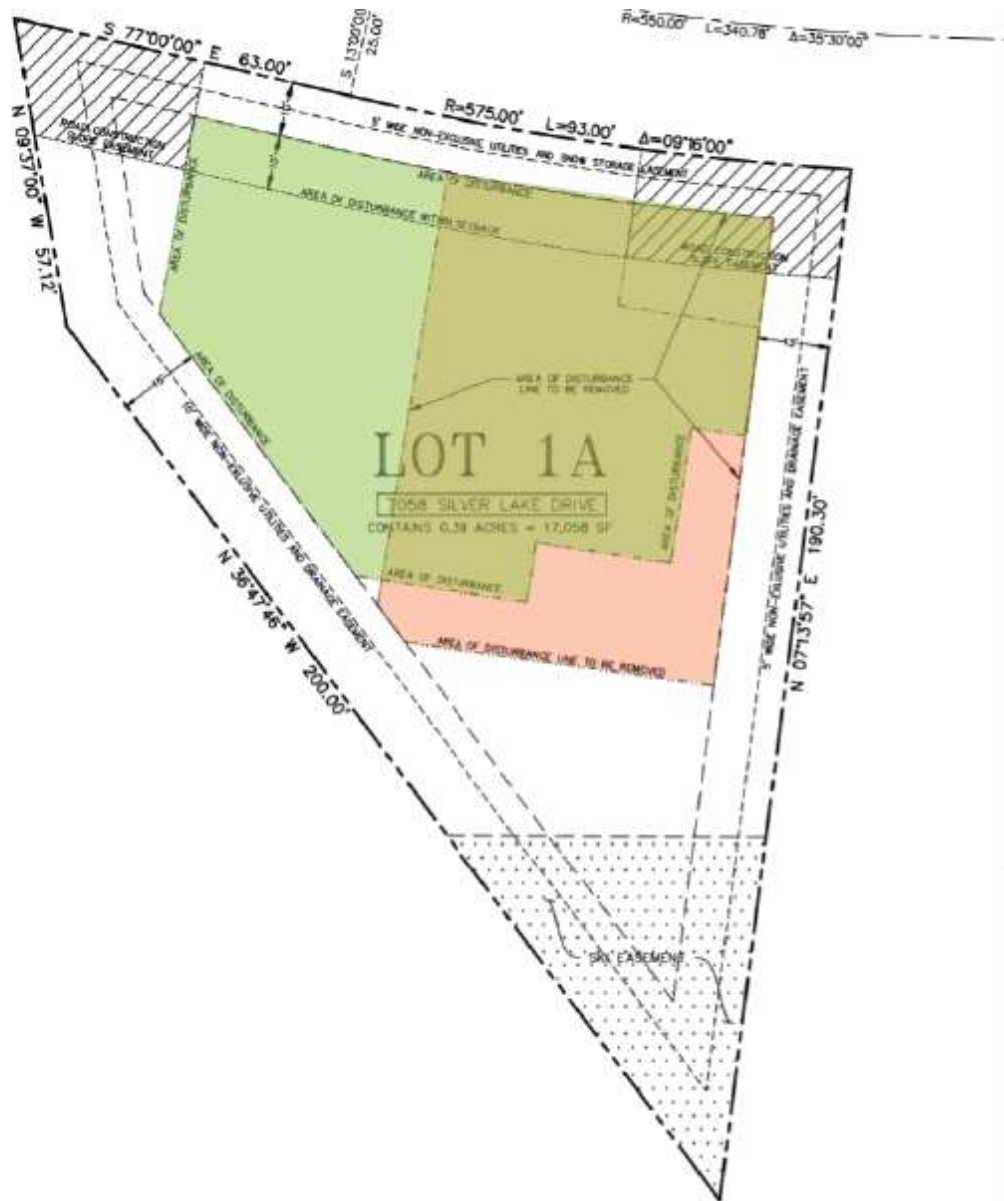
^d A rear portion of Lot 1 contains a dedicated ski easement and the proposed area of disturbance does not interfere with the ski easement.

^e LMC [§ 15-2.13-1](#).

^f LMC [§ 15-2.13-2\(A\)\(1\)](#).

^g LMC [§ 15-2.13-3](#).

The 36-Lot Evergreen Subdivision designates an area of disturbance for each Lot (Summit County Recorder Entry 290308; Exhibit A). The Applicant proposes to enlarge the area of disturbance for Lot 1 from 5,270 square feet to 6,260 square feet, shown on the proposed amended plat, Exhibit E. The image below shows the existing Lot 1 area of disturbance in orange and the proposed area of disturbance in green:



On April 27, 1995, City Council passed Ordinance No. 95-17, approving an amendment to the Evergreen Subdivision Plat as follows:

The area of disturbance represents the boundary in which all building and associated construction disturbance shall occur . . . Deviations from the area of disturbance may and must be approved by the Evergreen Architectural Committee. (Summit County Recorder Entry 432561; Exhibit F).

On December 18, 2019, the Applicant provided a letter demonstrating Evergreen Architectural Committee approval of the proposed enlargement of the Lot 1 area of disturbance (Exhibit G). The approval letter requires the following two conditions of approval: (1) the building pad adjustment must not encroach upon the recorded ski easement; and (2) the proposed building pad must maintain all lot setbacks required by the Land Management Code.

Additionally, the Evergreen Subdivision Plat requires a 10-foot-wide non-exclusive utilities and drainage easement along all subdivision boundary lines, a five-foot-wide non-exclusive utilities and drainage easement along all side and rear lot lines, a five-foot-wide non-exclusive utilities and snow storage easement along all front lot lines, and the installation of an individual pressure reducer valve for each house constructed within the subdivision.

The proposed Evergreen Lot 1 Subdivision Amended Plat contains a note that all Conditions of Approval of the Evergreen Subdivision Plat continue to apply and that the house on Lot 1 will be required to install an individual pressure reducer valve.

One year after the subdivision plat was recorded, an amended ski easement was recorded, altering the ski easement across Lot 1 (Summit County Recorder 313393). The amended plat complies with the amended ski easement.

The proposed Plat also contains a note stating that “[t]he area of disturbance represents the boundary in which all building and associated construction disturbance shall occur. When the actual building footprint is established, the limits of construction disturbance shall be no greater than 15 feet beyond the foundation wall. The building footprint can shift within the area of disturbance. Driveway access to the area of disturbance shall be no wider than 20 feet. Deviations from the area of disturbance may and must be approved by the Evergreen Architectural Committee.”

Staff finds that the proposed plat amendment complies with the Land Management Code and the Evergreen Subdivision Plat and easement requirements.

Department Review

The Development Review Committee reviewed the Evergreen Lot 1 Subdivision Amended Plat on December 3, 2019. The Planning, Engineering, and Legal Departments reviewed the plat amendment.

Notice

Notice was published in the *Park Record* and on the Utah Public Notice website on December 21, 2019. Courtesy notice was mailed to neighboring properties on December 23, 2019. Notice was posted to 7058 Silver Lake Drive on December 23, 2019.

Public Input

No public input had been received when this report was published.

Alternatives

- The Council may approve the Evergreen – Lot 1 Amended Plat based on the findings of fact, conclusions of law, and conditions of approval as found in the draft ordinance; or
- The Council may deny the Evergreen – Lot 1 Amended Plat and direct staff to make Findings for this decision; or
- The Council may continue the item to a date certain.

Significant Impacts

There are no significant fiscal or environmental impacts that result from this application.

Consequences of not taking the Suggested Recommendation

The owner would be restricted to construction within the area of disturbance designated at the time the Evergreen Subdivision Plat was approved and recorded in 1988.

Good Cause

Staff reviewed the proposed Evergreen – Lot 1 Amended Plat for compliance with Land Management Code [§ 15-1-8\(H\)](#); [§ 15-1-11\(C\)](#); [§ 15-2.13-6](#); [§ 15-7.1-3\(B\)](#), [§ 15-7.1-6](#), and [§ 15-12-15\(B\)\(9\)](#).

Recommendation

Staff recommends that the Council review the Evergreen – Lot 1 Amended Plat, hold a public hearing, and consider the amendment based on the findings of fact, conclusions of law, and conditions of approval outlined in the draft ordinance.

Exhibits

Attachment I: Draft Ordinance 2020-07

Exhibit A: Evergreen Subdivision Plat

Exhibit B: Ordinance No. 94-42

Exhibit C: Ordinance No. 95-17

Exhibit D: Ordinance No. 02-06

Exhibit E: Evergreen – Lot 1 Amended Plat

Exhibit F: Evergreen Subdivision 1995 Plat Amendment

Exhibit G: Evergreen Architectural Committee Approval Letter

Draft Ordinance No. 2020-07

AN ORDINANCE APPROVING EVERGREEN – LOT 1 AMENDED PLAT, LOCATED AT 7058 SILVER LAKE DRIVE, PARK CITY, UTAH

WHEREAS, the owners of the property located at 7058 Silver Lake Drive petitioned the City Council for approval of the Evergreen – Lot 1 Amended Plat; and

WHEREAS, on December 21, 2019, legal notice was published in the *Park Record* and on the Utah Public Notice website; and

WHEREAS, on December 23, 2019, notice was posted to the property and courtesy notice was sent to affected property owners; and

WHEREAS, the Planning Commission held a public hearing on January 8, 2020, to receive input on the Evergreen – Lot 1 Amended Plat; and

WHEREAS, on January 8, 2020, the Planning Commission forwarded a positive recommendation to the City Council; and

WHEREAS, on January 16, 2020, the City Council held a public hearing and took final action on the subdivision plat amendment; and

WHEREAS, it is in the best interest of Park City, Utah, to approve the Evergreen – Lot 1 Amended Plat.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Evergreen – Lot 1 Amended Plat, attached, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. On November 19, 2019, the Applicant submitted an application to amend the area of disturbance for Lot 1 of the Evergreen Subdivision Plat.
2. On November 21, 2019, staff determined the application to be complete.
3. The Applicant proposes to increase the area of disturbance for Lot 1 of the Evergreen Subdivision from 5,270 square feet to 6,260 square feet, a total increase of 540 square feet.
4. On March 19, 1987, the City Council approved the 36-Lot Evergreen Subdivision Plat (Summit County Recorder Entry 269685).
5. On May 17, 1988, the City Council approved an Amended Evergreen Subdivision Plat (Summit County Recorder Entry 290308).
6. Since the 1988 subdivision approval, City Council approved enlarging at least two Evergreen Subdivision Lot areas of disturbance (Ordinance No. 94-42 and Ordinance No. 02-06).
7. On April 27, 1995, the City Council passed Ordinance No. 95-17, *An Ordinance Approving a Plat Amendment to the Evergreen Subdivision Area of Disturbance in Park City, Utah*, requiring Evergreen Architectural Committee review and approval to amend the area of disturbance for the Evergreen Subdivision Lots.
8. Altering areas of disturbance on a subdivision plat requires a plat amendment.
9. Subdivision plat amendments are reviewed by staff and submitted to the Planning Commission for recommendation to the City Council. The City Council takes final action on plat amendments.
10. Lot 1 of the Evergreen Subdivision (7058 Silver Lake Drive) is located in the Residential Development Zoning District (RD Zone) within the Deer Valley Master Planned Development.
11. Lot 1 is adjacent to a residential property. The Deer Valley Last Chance Ski Trail runs directly behind Lot 1. A portion of Lot 1 contains a dedicated ski easement.
12. Single-Family Dwellings are an allowed use in the RD Zone.
13. There are no minimum or maximum Lot size requirements in the RD Zone and the maximum density for Lot 1 of the Evergreen Subdivision will be determined by Setback and Height restrictions outlined in the Land Management Code and contained within the area of disturbance established by the plat.
14. The Evergreen – Lot 1 Amended Plat complies with the Evergreen Subdivision plat requirements.
15. On December 18, 2019, the Applicant provided a letter demonstrating Evergreen Architectural Committee approval of the proposed enlargement of the Lot 1 area of disturbance.
16. The approval letter requires the following two conditions of approval: (1) the building pad adjustment must not encroach upon the recorded ski easement; and (2) the proposed building pad must maintain all lot setbacks required by the Land Management Code.
17. The Evergreen Subdivision Plat requires a 10-foot-wide non-exclusive utilities and drainage easement along all subdivision boundary lines, a five-foot-wide non-exclusive utilities and drainage easement along all side and rear lot lines, a five-foot-wide non-exclusive utilities and snow storage easement along all front lot lines, and the installation

of an individual pressure reducer valve for each house constructed within the subdivision.

18. The proposed Evergreen Lot 1 Subdivision Amended Plat contains a note that all Conditions of Approval of the Evergreen Subdivision Plat continue to apply and that the house on Lot 1 will be required to install an individual pressure reducer valve.

Conclusions of Law:

1. There is good cause for the Evergreen – Lot 1 Amended Plat.
2. The subdivision plat amendment is consistent with the Park City Land Management Code and applicable Utah law.
3. The subdivision plat amendment is consistent with the Evergreen Subdivision Plat.
4. Neither the public nor any person will be materially injured by the proposed plat amendment.
5. Approval of the subdivision plat amendment, subject to the conditions stated below, does not adversely affect the health, safety, or welfare of the citizens of Park City.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the Evergreen – Lot 1 Amended Plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the amended plat at the County within one year from the date of City Council approval. If recordation has not occurred within one year, this approval for the plat will be void, unless a request for an extension is submitted in writing and approved by the City Council.
3. All applicable recorded public utility and access easements shall be indicated on the plat prior to recordation.
4. The building pad adjustment must not encroach upon the recorded ski easement.
5. The proposed building pad must maintain all lot setbacks required by the Land Management Code.

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

PASSED AND ADOPTED this 16th day of January, 2020.

PARK CITY MUNICIPAL CORPORATION

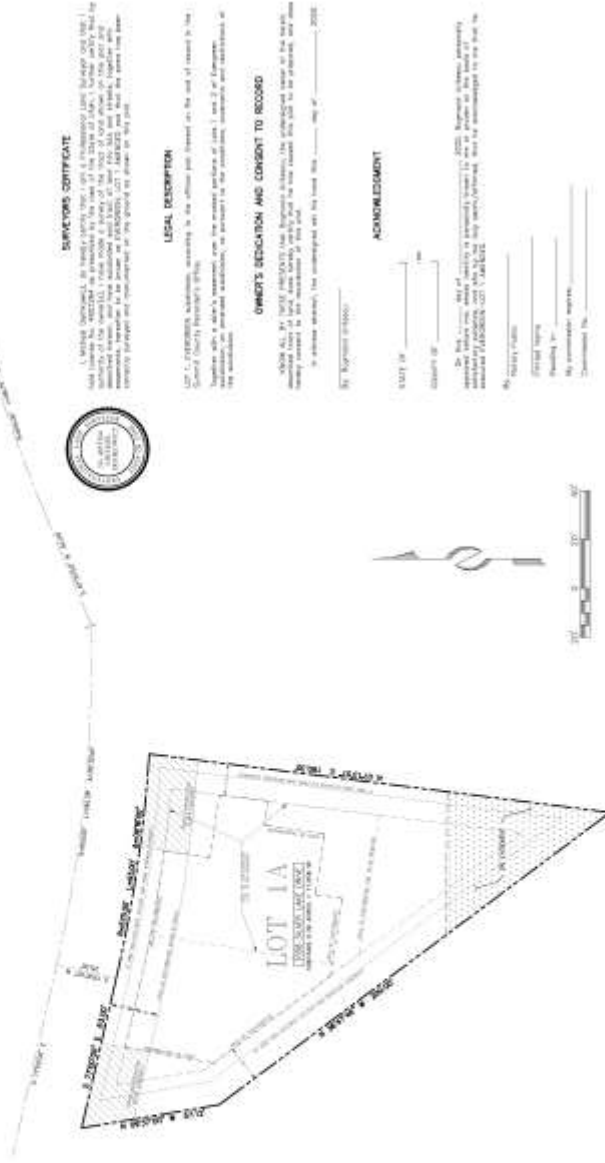
Andy Beerman, MAYOR

ATTEST:

Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney



SURVEYORS' CERTIFICATE

1. Michael O'Connell, an openly gay man, quit a 10-year career with the U.S. Postal Service in 1997 after being told that he was not "qualified" to be a mail carrier because of his sexual orientation. He was told that he was not "qualified" because he was not a "team player" and that he was not "qualified" to be a mail carrier because he was not a "team player".

LOCAL CONSTRUCTION

LET 1. FERTILITY ADVISORY, referring to the advice just issued on the use of vasectomies in General Health Research's office.

OWNER'S INDICATION AND CONSENT TO PROCEED

©2008 AOL, BY YOUR PRIVACY (an Augustus Williams), the copyrighted name of AOL has been modified from its first, more widely used, and the more common AOL to be relevant, but more heavily covered by its members in this area.

by August 2000.

ACKNOWLEDGEMENT

every day

1000

1000

[illegible]

65 _____
Military Police

100% of the respondents reported that they were satisfied with the results of the study.

11

WALSH, J. C.

[illegible]

1

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1999

AMENDED PLAT OF
EVERGREEN—LOT 1 AMENDED

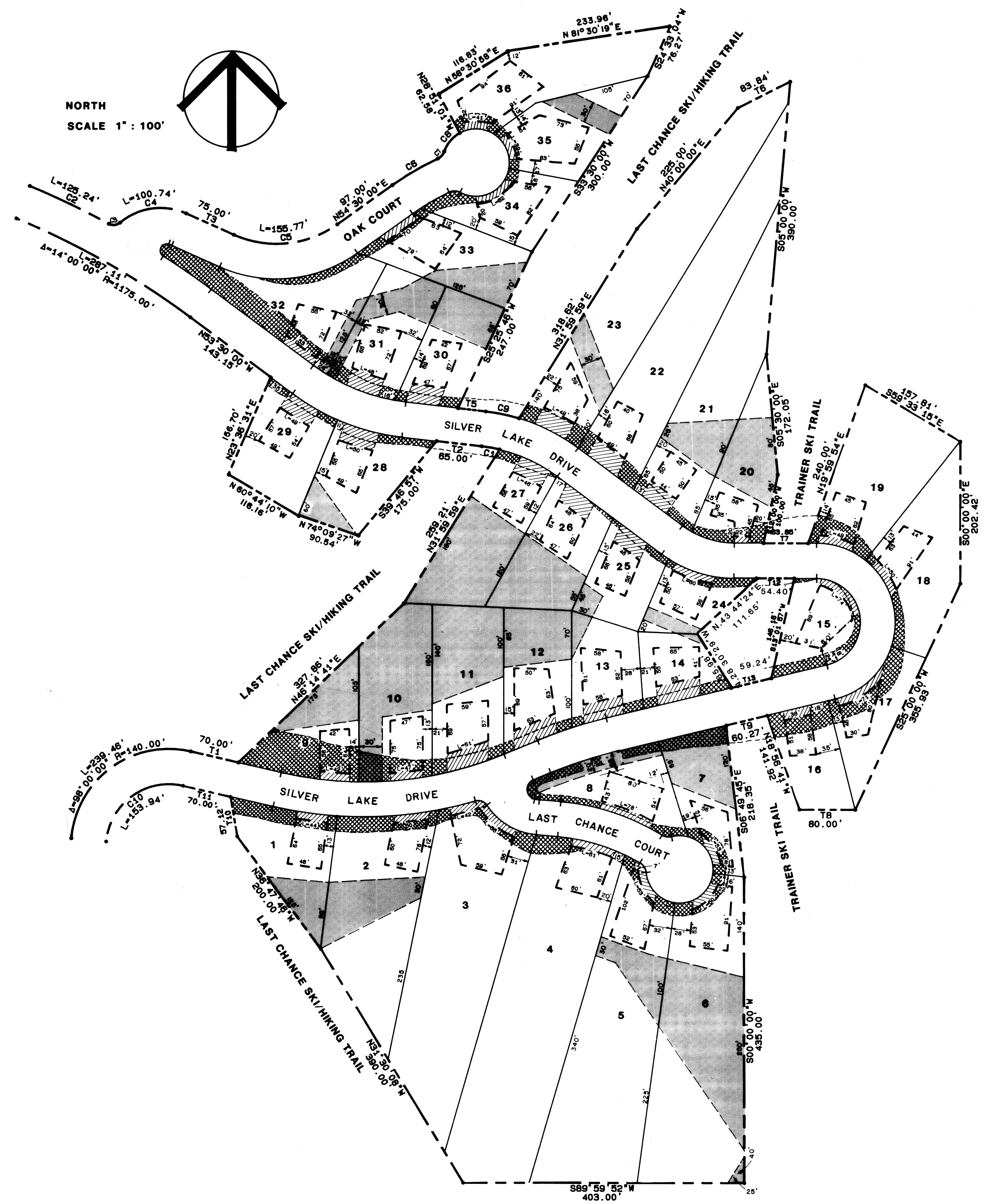
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASIN AND MERRIAN
PARK CITY, SUMMIT COUNTY, UTAH

EVERGREEN - LOT 1 AMENDED

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASIN AND METERIAN
PARK CITY, SUMMIT COUNTY, UTAH

SHEET 1 OF 3

	PLANNING COMMISSION APPROVED BY THE PARK CITY PLANNING COMMISSION ON _____ DAY OF _____ 2020. BY _____	ENGINEER'S CERTIFICATE AGREEMENT WITH SETBACKS IN THE CITY OF PARK CITY. BY _____	APPROVAL AS TO FORM APPROVED AS TO FORM ON _____ DAY OF _____ 2020. BY _____	COUNCIL APPROVAL AND ACCEPTANCE APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL ON _____ DAY OF _____ 2020. BY _____	CERTIFICATE OF ATTORNEY WAS REVIEWED BY THE CITY ATTORNEY ON _____ DAY OF _____ 2020. BY _____	RECORDED STATE OF UTAH, COUNTY OF SARASOTA, AND 11/22 AT THE REGISTRY OF THE COUNTY CLERK. FILED _____ RECORDED _____ DATE _____
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LEGEND

	5/8 IRON ROD SET
	LOT LINE
	ROAD CONSTRUCTION SLOPE EASEMENT
	AREA OF DISTURBANCE WITHIN SETBACK
	SKI EASEMENT
	AREA OF DISTURBANCE

CURVE DATA

NO.	DELTA	RADIUS	LENGTH
C1	6° 40' 07"	225.00'	26.19'
C2	5° 51' 27"	1225.00'	125.24'
C3	68° 29' 28"	14.50'	17.33'
C4	64° 08' 01"	90.00'	100.74'
C5	59° 30' 00"	150.00'	155.77'
C6	10° 46' 42"	400.00'	75.25'
C7	46° 01' 51"	17.50'	14.06'
C8	41° 54' 10"	48.00'	35.10'
C9	10° 11' 11"	275.00'	48.89'
C10	98° 00' 00"	90.00'	153.94'

TANGENT DATA

NO.	BEARING	DISTANCE
T1	S77° 00' 01"E	70.00'
T2	N83° 30' 01"W	65.00'
T3	S66° 00' 00"E	75.00'
T5	S83° 29' 59"E	40.00'
T6	N63° 25' 24"E	83.84'
T7	N90° 00' 00"E	63.85'
T8	N90° 00' 00"W	80.00'
T9	S76° 30' 00"W	60.27'
T10	N09° 37' 00"W	57.12'
T11	N77° 00' 00"W	70.00'
T12	N90° 00' 00"E	54.40'
T13	S76° 30' 00"W	59.24'

BUILDING SETBACKS

LOT NUMBER	REQUIRED FRONTYARD SETBACK
1	10'
2	10'
3	10'
4	10'
5	10'
6	10'
7	10'
8	10'
9	10'
10	10'
11	25'
12	25'
13	25'
14	25'
15	10'
16	10'
17	10'
18	10'
19	10'
20	10'
21	25'
22	25'
23	25'
24	10'
25	25'
26	25'
27	25'
28	25'
29	25'
30	25'
31	25'
32	10'
33	10'
34	10'
35	10'
36	10'

AMENDED PLAT
of
EVERGREEN

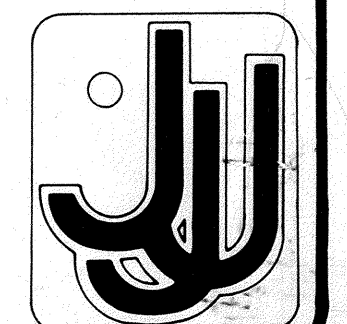
SHEET 2 of 2

ENTRY # 290308
5-17-88
TIME 3:38

J.J. Johnson & Associates

Park Meadows Plaza,
Highway 248
Park City, Utah 84060

(801) 649-9811



Ordinance No. 94-42

**AN ORDINANCE AMENDING THE EVERGREEN SUBDIVISION PLAT
TO AMEND THE LIMITS OF DISTURBANCE AT 6715 SILVER LAKE DRIVE**

WHEREAS, the owner of the property indicated above, petitioned the Planning Commission for approval of an amendment to the Evergreen Subdivision Plat recorded at Summit County on May 17, 1988, Entry No. 290308, Utah; and

WHEREAS, proper notice was sent and the Planning Commission held a public hearing on September 28, 1994 and the City Council on October 13, 1994 to receive input on the proposed amendment; and

WHEREAS, on September 28, 1994, the Planning Commission forwarded a positive recommendation of approval of the amendment to the subdivision plat to the City Council;

WHEREAS, it is in the best interest of Park City, Utah to approve the amendment to preserve mature evergreens near the north and west boundaries of the designated "Area of Disturbance" indicated on the Evergreen Subdivision Plat;

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

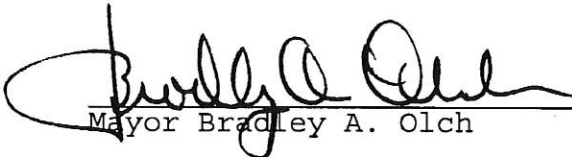
SECTION 1. CONCLUSIONS OF LAW. The City Council hereby concludes that there is good cause for the above-mentioned amendment and that neither the public nor any person will be materially injured by the proposed plat amendment.

SECTION 2. SUBDIVISION PLAT AMENDMENT APPROVAL. The City Council hereby amends the Evergreen Subdivision Plat with the condition that mature trees outside the foundation of the structure shall be protected and replaced at a ratio of five new trees for each tree removed or damaged. The size, species and location of replacement trees shall be approved by the Community Development Director.

SECTION 3. EFFECTIVE DATE. This Ordinance shall take effect upon adoption.

PASSED AND ADOPTED this 13th day of October, 1994.

PARK CITY MUNICIPAL CORPORATION


Mayor Bradley A. Olch

Attest:

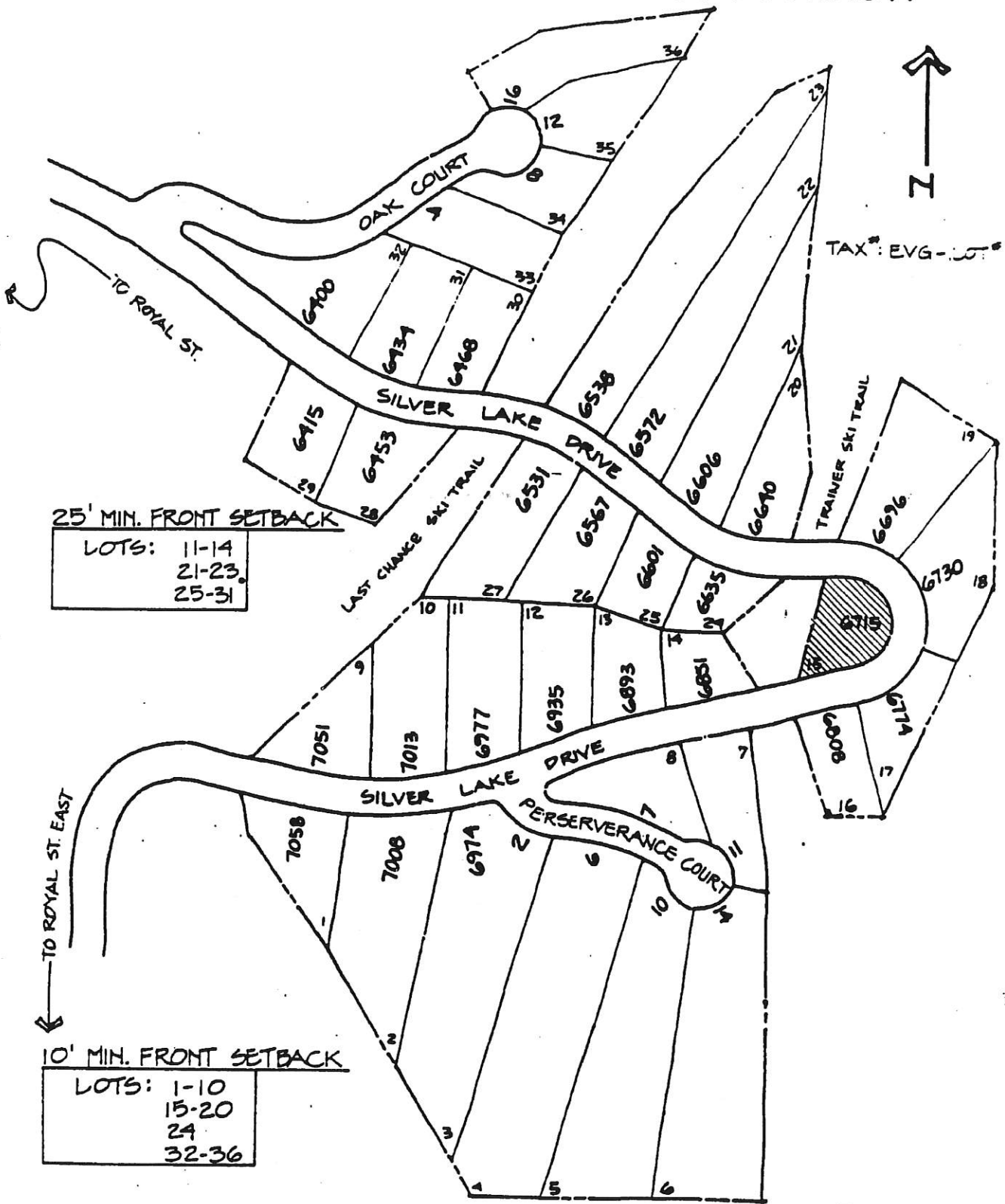
Janet M. Scott
Janet M. Scott Deputy City Recorder

Approved as to form:

Mark D. Harrington
Mark D. Harrington Assistant
City Attorney



EVERGREEN SUBDIVISION

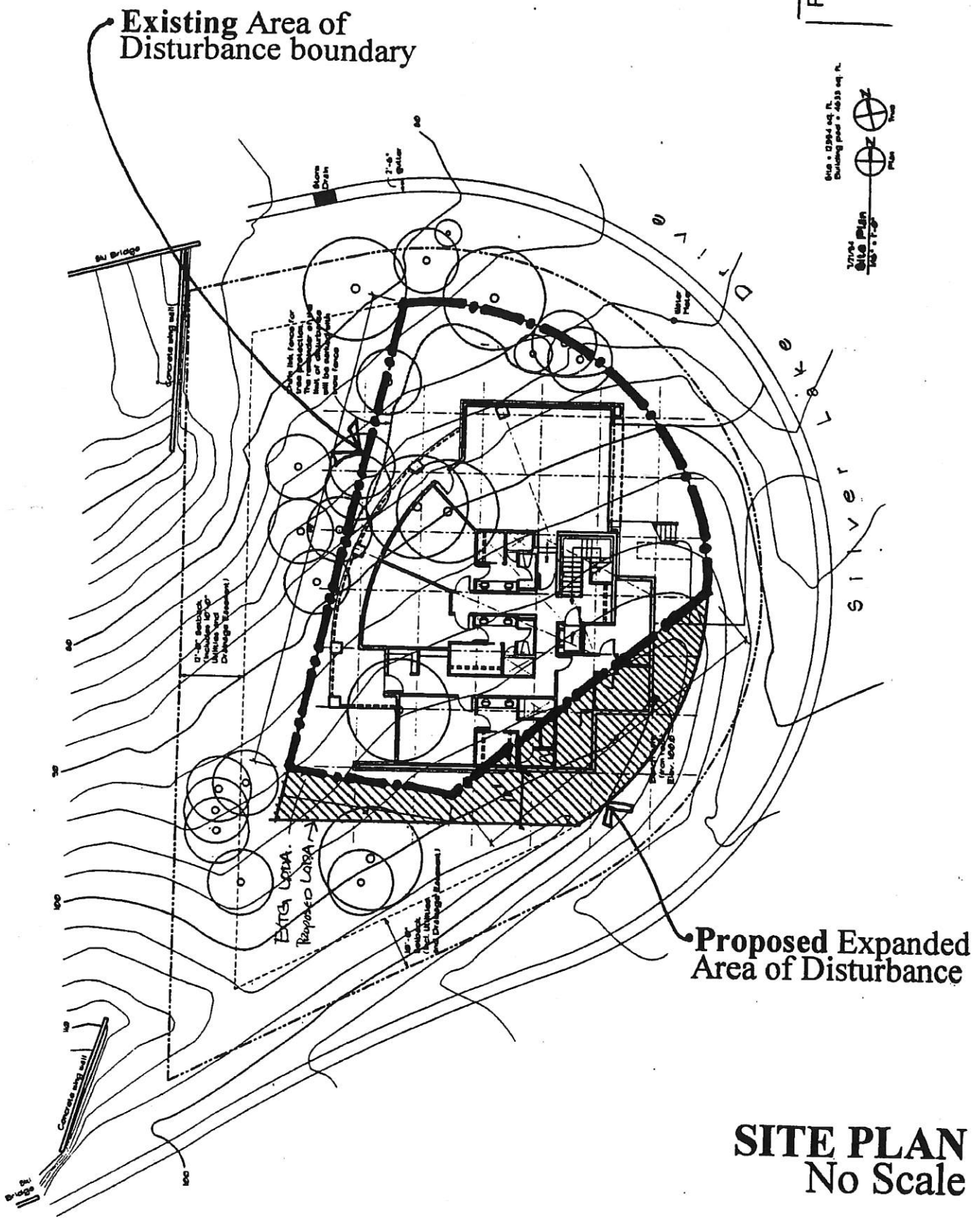


RD-MPD

1/93

SUBDIVISION MAP EXHIBIT A

RECEIVED
AUG 19 1994
PARK CITY
PLANNING DEPT



Site Plan
Scale 1" = 20'
Site Plan
Scale 1" = 20'
Site Plan
Scale 1" = 20'

SITE PLAN
No Scale

EXHIBIT B

**AN ORDINANCE APPROVING A PLAT AMENDMENT TO THE
EVERGREEN SUBDIVISION AREA OF DISTURBANCE
IN PARK CITY, UTAH**

WHEREAS, Park City, in cooperation with the Evergreen Subdivision Architectural Committee, petitioned the Planning Commission for approval of a plat amendment to the Evergreen Subdivision Area of Disturbance; and

WHEREAS, proper notice was sent and the Planning Commission held a public hearing to receive input on the proposed plat on March 22, 1995; and

WHEREAS, on March 22, 1995, the Planning Commission approved the plat amendment described below;

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

SECTION 1. CONCLUSIONS OF LAW. The City Council concludes that it is in the best interest of Park City to approve the plat amendment and neither the public nor any person will be materially injured by the proposed plat amendment.

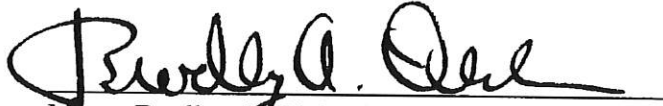
SECTION 2. PLAT AMENDMENT APPROVAL. The Evergreen Subdivision Plat Area of Disturbance is hereby amended by adding the following language:

Note: The Area of Disturbance represents the boundary in which all building and associated construction disturbance shall occur. When the actual building footprint is established, the limits of construction disturbance shall be no greater than 15 feet beyond the foundation wall. The building footprint can shift within the Area of Disturbance. Driveway access to the Area of Disturbance shall be no wider than 20 feet. Deviations from the Area of Disturbance may and must be approved by the Evergreen Architectural Committee.

SECTION 3. EFFECTIVE DATE. This Ordinance shall take effect immediately.

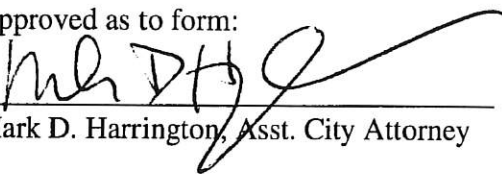
PASSED AND ADOPTED this 27th day of April, 1995.

PARK CITY MUNICIPAL CORPORATION


Mayor Bradley A. Olch

Attest:


Janet M. Scott, Deputy City Recorder

Approved as to form:

Mark D. Harrington, Asst. City Attorney



Ordinance No. 02-06

AN ORDINANCE APPROVING A PLAT AMENDMENT FOR 6538 SILVER LAKE DRIVE, EVERGREEN SUBDIVISION, PARK CITY, UTAH.

WHEREAS, the owners of lot 23 of the Evergreen Subdivision, located at 6538 Silver Lake Drive have petitioned the City Council for approval of plat amendment, and

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

WHEREAS, proper legal notice was sent to all affected property owners; and

WHEREAS, the Planning Commission held a public hearing on April 24, 2002, to receive input on the proposed plat amendment;

WHEREAS, the Planning Commission, on April 24, 2002, forwarded a positive recommendation to the City Council; and,

WHEREAS, on May 23, 2002, the City Council held a public hearing and approved the proposed plat amendment; and

WHEREAS, it is in the best interest of Park City, Utah to approve the plat amendment.

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

SECTION 1. APPROVAL. The plat amendment as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 6538 Silver Lake Drive, also known as lot 23 of the Evergreen subdivision. The property is zoned Residential Development - RD within the Deer Valley Master Planned Development. The property is vacant.
2. A non-exclusive ski easement exists on the lot for the benefit of the owners in Evergreen.
3. The Evergreen Architectural Committee has given preliminary approval of the design and location of the house.
4. The Declarant, in a letter from Bob Wells of Deer Valley, has also given approval of this amendment.
5. The prior and current owners of lot 22 had notice of likely expansion of the building

- pad to the north via the April 1, 1994 letter from the HOA.
6. The Evergreen Codes, Covenants and Restrictions state that the Ski Easements shall not limit or restrict buildings on the lot in a manner permitted by the CC&Rs.
 7. Lot 22, although not having a ski easement on the lot, benefitted from an expansion of the building zone and limits of disturbance.

Conclusions of Law:

1. There is good cause for this plat amendment.
2. Neither the public nor any person will be materially injured by the proposed plat amendment.

Conditions of Approval:

1. The building pad and contiguous ski easement can be moved to distance similar to the extension granted to lot 22.
2. The Conditions of Approval for the Evergreen subdivision, as amended, remain in full force and effect.
3. The City Attorney and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval prior to recordation of the plat.
4. The applicant will record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval and the plat will be void.

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

PASSED AND ADOPTED this 23rd day of May, 2002 .

PARK CITY MUNICIPAL CORPORATION



Mayor Dana Williams

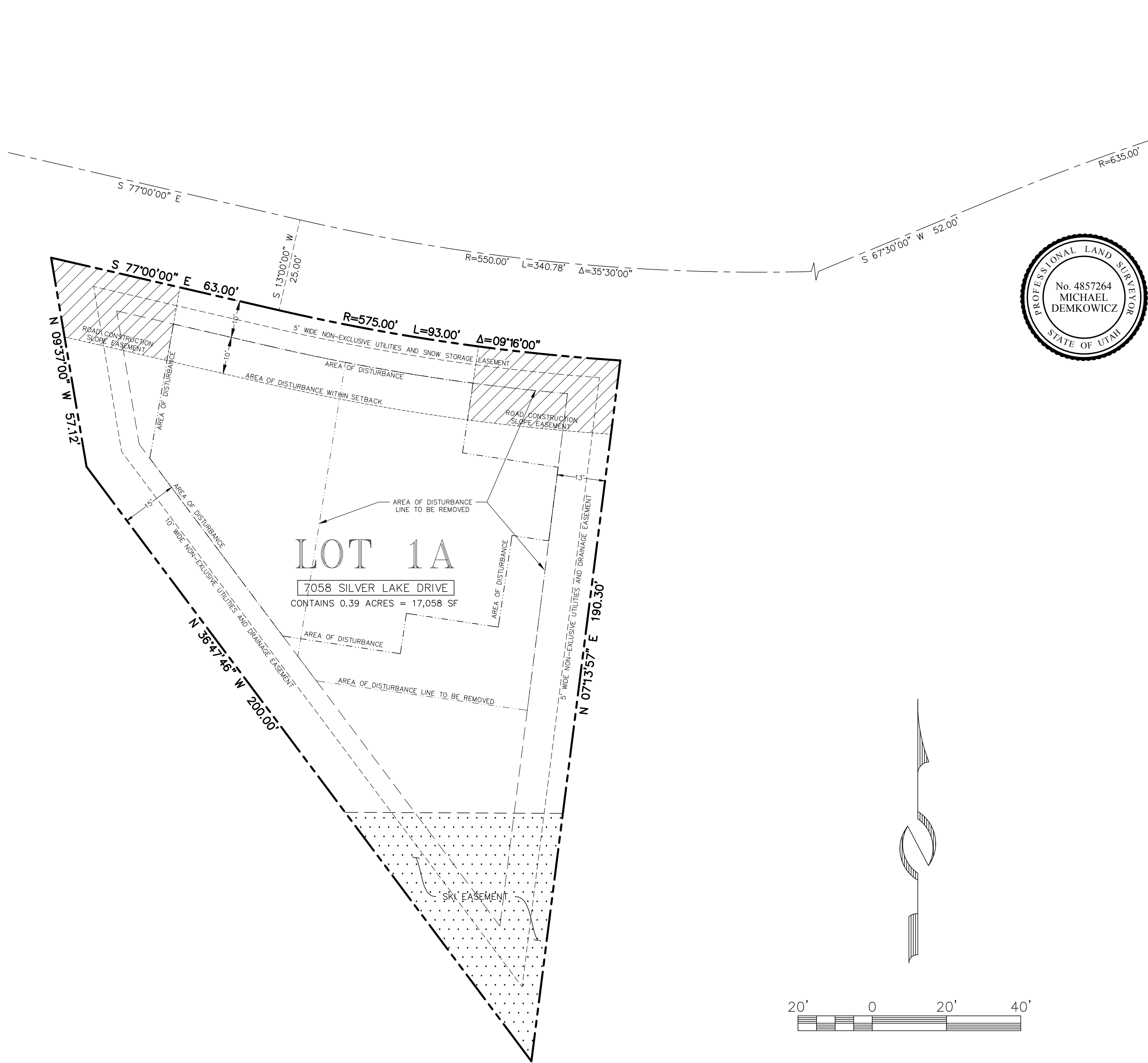
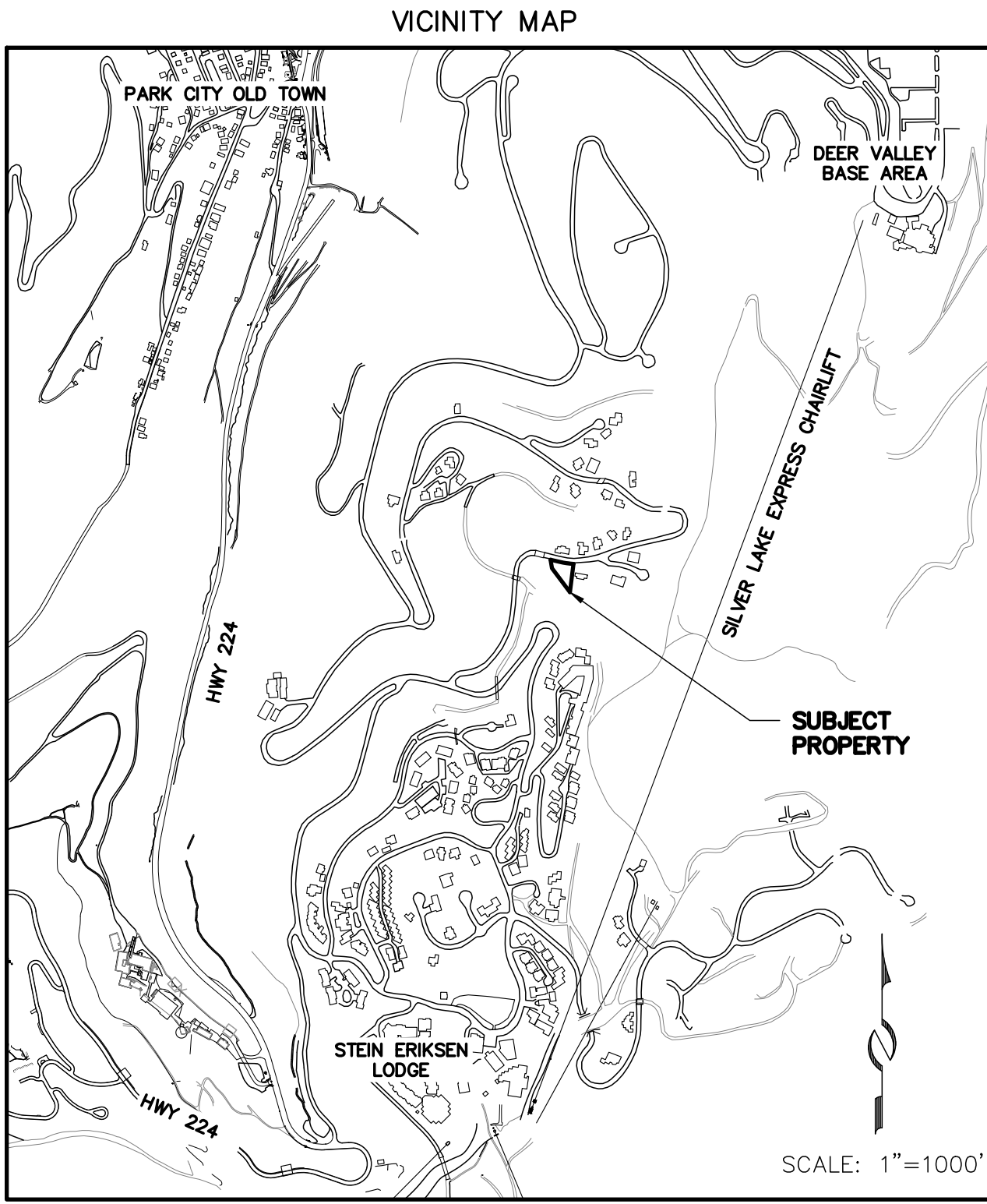
Attest:


Janet M. Scott, City Recorder



Approved as to form:


Mark Harrington, City Attorney



SURVEYORS CERTIFICATE

I, Michael Demkowicz, do hereby certify that I am a Professional Land Surveyor and that I hold License No. 4857264 as prescribed by the laws of the State of Utah, I further certify that by authority of the owner(s), I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as EVERGREEN, LOT 1 AMENDED and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

LEGAL DESCRIPTION

LOT 1, EVERGREEN subdivision, according to the official plat thereof on file and of record in the Summit County Recorder's Office.

Together with a skier's easement over the marked portions of Lots 1 and 2 of Evergreen subdivision, an amended subdivision, as pursuant to the conditions, covenants and restrictions of the subdivision.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that Raymond Uritescu, the undersigned owner of the herein described tract of land, does hereby certify that he has caused this plat to be prepared, and does hereby consent to the recordation of this plat.

In witness whereof, the undersigned set his hand this _____ day of _____, 2020.

By: Raymond Uritescu

ACKNOWLEDGMENT

STATE OF _____)

: ss.

COUNTY OF _____)

On this _____ day of _____, 2020, Raymond Uritescu 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 EVERGREEN—LOT 1 AMENDED.

By: _____

Notary Public

Printed Name _____

Residing in: _____

My commission expires: _____

Commission No. _____

NOTES

- This plat amendment is subject to the Conditions of Approval in Ordinance 2020—_____.
- The area of disturbance represents the boundary in which all building and associated construction disturbance shall occur. When the actual building footprint is established, the limits of construction disturbance shall be no greater than 15 feet beyond the foundation wall. The building footprint can shift within the area of disturbance. Driveway access to the area of disturbance shall be no wider than 20 feet. Deviations from the area of disturbance may and must be approved by the Evergreen Architectural Committee.
- Each house must install an individual pressure reducer valve.
- All Conditions of Approval of Amended Plat of Evergreen continue to apply and remain in full force and effect.

LEGEND

- Found Street Monument (As—noted)
- Set 5/8" rebar w/cap, "ALLIANCE ENGINEERING"
- Found Monument (As—noted)

AMENDED PLAT OF

EVERGREEN—LOT 1 AMENDED

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

SHEET 1 OF 1

11/19/19 JOB NO.: 6—11—19 FILE: X:\SilverLakeVillage\dwg\sr\plat2019\061119.dwg

PUBLIC SAFETY
ANSWERING POINT APPROVAL
APPROVED THIS _____ DAY
OF _____, 2020
BY _____
SUMMIT COUNTY GIS COORDINATOR

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER
RECLAMATION DISTRICT STANDARDS ON THIS _____
DAY OF _____, 2020
BY _____
S.B.W.R.D.

PLANNING COMMISSION
APPROVED BY THE PARK CITY
PLANNING COMMISSION THIS _____
DAY OF _____, 2020
BY _____
CHAIR

ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN
ACCORDANCE WITH INFORMATION ON
FILE IN MY OFFICE THIS _____
DAY OF _____, 2020
BY _____
PARK CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS _____
DAY OF _____, 2020
BY _____
PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY
COUNCIL THIS _____ DAY OF _____,
2020
BY _____
MAYOR

CERTIFICATE OF ATTEST
I CERTIFY THIS RECORD OF SURVEY
MAP WAS APPROVED BY PARK CITY
COUNCIL THIS _____ DAY
OF _____, 2020
BY _____
PARK CITY RECORDER

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

NOTE:

THE AREA OF DISTURBANCE REPRESENTS THE BOUNDARY IN WHICH ALL BUILDING AND ASSOCIATED CONSTRUCTION DISTURBANCE SHALL OCCUR. WHEN THE ACTUAL BUILDING FOOTPRINT IS ESTABLISHED, THE LIMITS OF CONSTRUCTION DISTURBANCE SHALL BE NO GREATER THAN 15 FEET BEYOND THE FOUNDATION WALL. THE BUILDING FOOTPRINT CAN SHIFT WITHIN THE AREA OF DISTURBANCE. DRIVEWAY ACCESS TO THE AREA OF DISTURBANCE SHALL BE NO WIDER THAN 20 FEET. DEVIATIONS FROM THE AREA OF DISTURBANCE MAY AND MUST BE APPROVED BY THE EVERGREEN ARCHITECTURAL COMMITTEE.

AN AMENDMENT TO THE AMENDED PLAT
OF

EVERGREEN

A SUBDIVISION LOCATED IN THE SOUTHWEST
QUARTER OF SECTION 15 AND THE NORTHWEST
QUARTER OF SECTION 22, TOWNSHIP 2 SOUTH,
RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN.
PARK CITY, SUMMIT COUNTY, UTAH

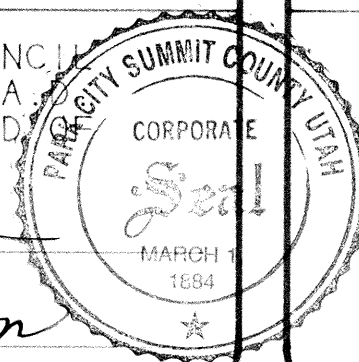
ACCORDING TO THE AMENDED PLAT RECORDED
ON 5/17/88 AS ENTRY NO. 290308 IN THE
OFFICE OF THE SUMMIT COUNTY RECORDER.

Fee Exempt per Utah Code
Annotated 1993 21-7-2

CITY COUNCIL APPROVAL

PRESENTED TO THE PARK CITY COUNCIL
THIS 27TH DAY OF APRIL A
1995, AT WHICH TIME THIS RECORD
SURVEY WAS APPROVED

Brenda A. Orr
MAYOR
Emilia R. Sheldon
CITY RECORDER



CITY ENGINEER

APPROVED AND ACCEPTED BY THE
PARK CITY ENGINEERING DEPARTMENT
ON THIS 10TH DAY OF MAY
A.D. 1995.

Eric W. O'Hara, P.E.
CITY ENGINEER

CITY PLANNING COMMISSION

APPROVED AND ACCEPTED BY THE PARK CITY
PLANNING COMMISSION ON THIS 15TH DAY
OF MAY A.D. 1995

Bob White
CHAIRMAN

APPROVAL AS TO FORM

APPROVED AS TO FORM ON THIS 16TH
DAY OF MAY A.D. 1995

Mark D. Hays
CITY ATTORNEY

RECORDED

No. 432561
STATE OF UTAH
COUNTY OF SUMMIT
RECORDED AND FILED AT THE REQUEST OF

Park City Municipal Corp.
Date: 6-30-95
Time: 9:27 AM
T/C
FEE
Doreen M. Dunn - deputy
COUNTY RECORDER

Fee Exempt per Utah Code
Annotated 1993 21-7-2

Park City Planning Department
Park City Municipal Corporation
445 Marsac Avenue | P.O. Box 1480
Park City, Utah 84060-1480
(435)615-5064

Attn: Rebecca Ward,

The Evergreen Estates Subdivision HOA Architectural review committee has received and reviewed the design package for Lot 1. The applicants have proposed to enlarge the building pad to the west. This is based on the Alliance Engineering Evergreen Lot 1 amended plat sheet provided dated 11/19/19.

The HOA approves of this adjustment to the building pad with the following conditions.

1. The building pad adjustment does not encroach upon the recorded ski easement.
2. The proposed building pad maintains all lot setbacks as required by the city.

This review is not an approval of the architectural design and does not provide approval for construction. Further review and approval to be required with final architectural design and submission.

Thank you,
Brad Wilson , Evergreen Architectural Committee

A handwritten signature in black ink, appearing to read 'Brad Wilson', is located below the typed name.

Council Agenda Item Report

Meeting Date: January 16, 2020

Submitted by: Jenny Diersen

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Special Event Fee Reduction Update and Consideration to Approve FIS World Cup Fees in the Amount of \$13,190

(A) Public Input (B) Action

Suggested Action:

Attachments:

[Special Event Fee Reduction Update and World Cup Approval Staff Report](#)

[Exhibit A: Special Event Fee Reduction FY20 Part 2 Analysis and Summary](#)

City Council Staff Report



Subject: Special Event Fee Reduction Update FY20 (Part 2) & Approval for 2020 FIS World Cup
Author: Jenny Diersen, Special Event & Economic Development Program Manager
Department: Special Events & Economic Development
Date: January 16, 2020
Type of Item: Administrative

Summary Recommendation

Consider Special Event Fee Reduction (SEFR) update for Part 2 of FY20, hold a public hearing, and approve the SEFR for the 2020 FIS World Cup in the amount of \$13,190, including Transit and Police services.

Background & Analysis

There is an [extensive background regarding SEFR](#). Overall, reducing SEFR through 2023 is part of reformatting the City's responsibilities for Special Events and implementing [Council's Policy direction to better manage events](#).

- In FY20 staff estimates total SEFR will be \$176,176, which is below the \$200,000 annual threshold established by Council.
- In FY19, annual SEFR totaled \$377,292. However, budgeting for and exceeding the annual threshold was approved for FY19, which was an extraordinary year with the FIS World Championships and Big Stars Bright Nights Concert Series.
- Annual thresholds do not include Contracted events (Park Silly Sunday Market, Arts Festival, Sundance and Triple Crown).

On August 1, 2019 [Council approved \\$157,058 for Part 1 of FY20 SEFR](#). Staff received eight SEFR applications for Part 2 of FY20 (January to June, 2020) totaling \$41,247 (Ex. A). Staff recommends a total reduction of \$19,118:

- Council Authority: Council should focus here. FIS World Cup (\$13,190), for Transit and partial Police Fees.
 - Per [Park City Municipal Code 4A-2-9\(B\)](#) fees that are not listed in the code shall be approved by Council. Transit fees are not listed, requiring a Council decision.
 - Deer Valley, the Applicant, is estimated to incur \$11,842 in City Services, and additional hard costs for staffing extraordinary efforts, including security staffing to assist with transportation, parking and pedestrian management at the event. Such additional costs are not required to permit the event, but are extraordinary efforts to further reduce traffic and congestion during the event. Without this partnership, the City would not be able to successfully achieve the level of increased mitigation and operations for the event.
- Staff Authority: Council Delegated authority to the City Manager for events requesting under \$25,000. For this round of SEFR there are seven applications

under the City Manager's authority. Of the other 7 applicants, staff recommends a total reduction of \$5,928. Any fees not reduced will be paid by the applicants.

The recommendations scored from a staff committee are based on:

1. Consideration of community critical priorities, and economic and cultural benefits;
2. City Council policy to reduce SEFR over 5 years (2023).

All applicants are aware of the recommendations. Any decisions finalized by the City Manager may be appealed to Council, which has final authority on the matter.

Funding Source

Fees recommended to be reduced in this report are covered within existing budgets as part of the City's General Fund. Any funds that are not reduced will be invoiced to the applicant after the event and become revenue to the General Fund.

Attachments

A Special Event Fee Reduction Summary Analysis FY20 Part 2

Recommendations for Events January through June 2020 (Part 2 - Second Half of FY20)

There are two (2) application periods for events Special Event City Service Fee Reduction (SEFR). For the second application period for FY20, staff received eight (8) applications for events January to June 2020, with fees totaling \$41,247. Staff recommends a total of \$19,118 in fee reduction, including \$13,190 for the Deer Valley FIS World Cup, which requires Council's approval.

Approval Authority	Event Name	Applicant	Fee Estimate 2020	Applicant Request 2020	Recommended % for 2020	Recommended \$ Amount 2020	Reduction % in 2019	Fees Reduced 2019
City Council	FIS World Cup	Deer Valley	\$25,032.00	\$25,032.00	53%	\$13,190.00	100%	\$155,000.00
City Manager	Barn Party	National Ability Center	\$980.00	\$980.00	25%	\$245.00	0%	\$280.00
City Manager	Latino Arts Festival	Christian Center	\$2,640.00	\$1,980.00	75%	\$1,980.00	50%	\$640.00
City Manager	Moose on the Loose Kids Run	HPCA	\$310.00	\$310.00	25%	\$77.00	0%	\$310.00
City Manager	Savor the Summit	Restaurant Association	\$10,540.00	\$2,635.00	25%	\$2,635.00	50%	\$4,770.00
City Manager	Tiny Tri	PCMC	\$340.00	\$340.00	100%	\$340.00	100%	\$340.00
City Manager	Running with Ed	Park City Education Foundation	\$1,200.00	\$600.00	50%	\$600.00	50%	\$600.00
City Manager	Uncorked	Recycle Utah	\$205.00	\$205.00	25%	\$51.25	75%	\$51.25
TOTAL	8 Events		\$41,247.00	\$32,082.00		\$19,118.25		\$161,991.25

The staff committee scored the applications based on the seven Special Event Fee Reduction Criteria and [Park City Municipal Code section 4A-2-9](#) and recommends a total reduction of \$19,118.

- FIS World Cup for \$13,190, for Transit and partial Police Fees. Council should focus here. Per [Park City Municipal Code 4A-2-9\(B\)](#) regarding Special Event Fee Reduction, because transit fees are not part of the City Service Fees listed in the code, the request shall be approved by Council. Deer Valley, the Applicant, is estimated to pay \$11,842 in City Services that are not waived, and hard costs for staffing extraordinary efforts for transportation & pedestrian mitigation.
- Council delegated fee decisions for the other seven events to the City Manager. Recommended fee reduction totals \$5,928. Any fees not reduced will be paid by the applicants.

FIS World Cup at Deer Valley Recommendation Summary

Staff recommends a reduction of \$13,190 in City Service Fees. This is a 53% reduction from what was requested, and includes \$5,000 of Police services and \$8,190 in increased transit services. The recommendation is based on the 7 criteria in the Fee Reduction Policy and section [4A-2-9](#), including:

Per Criteria 1. The event is uniquely representative of Park City’s culture and community including that the event is locally and culturally significant to Park City,

Per Criteria 2. The event provides free programs to the community including three nights of world class athletes competing on the Deer Valley slopes as part of the World Cup circuit.

Per Criteria 3. The event partners with local non-profit community groups to raise funds to provide low cost programs benefiting the community, local youth, and under-served constituents. The programs are aligned with City Council’s critical goals.

Per Criteria 4. City receives positive tax benefits from the event, however, per Criteria 5, the event is not held in the off season.

Per Criteria 6. Per The event has demonstrated extraordinary efforts to reduce and mitigate environmental, transportation and residential impacts by increasing transit, providing alternative travel modes, increasing recycling efforts at the event. This includes promoting offsite parking and transit, hiring a private security company in coordination with Park City to reduce traffic and control pedestrians. The mitigation that Deer Valley provides for this event is above and beyond what is required of the event, and has continued to significantly increase transit priority and reduce traffic times and congestion.

Per Criteria 7. If fees for this event are not waived, Deer Valley would pay for such costs. Because this event aligns with the community’s goals; is free to the public; provides extraordinary transportation mitigation and economic benefits, including international and national marketing as part of our ski and Olympic legacy, staff recommends the City take on some of the costs for this event. Recommended fees are covered within the City’s existing budgets.

Council Agenda Item Report

Meeting Date: January 16, 2020

Submitted by: Hannah Tyler

Submitting Department: Planning

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve Ordinance 2020-09, an Ordinance Amending the Land Management Code of Park City, Utah, Amending Master Planned Development Requirements, Section 15-6-5; Master Planned Affordable Housing Development, Section 15-6-7; And Defined Terms, Section 15-15
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Land Management Code 15-6 Amendment Staff Report and Ordinance 2020-09](#)

City Council Staff Report



Subject: PL-19-04400 Land Management Code **PLANNING DEPARTMENT**
Amendment § 15-6 Master Planned Development
Author: Hannah M. Tyler, AICP, Senior Planner
Jason Glidden, Housing Development Manager
Date: January 16, 2020
Type of Item: Legislative – LMC Amendment

Summary Recommendations

The Planning Department requests the City Council open a public hearing, review the proposed Land Management Code (LMC) amendments as recommended by Planning Commission, and consider approving the Ordinance.

Description

Project Name: LMC Amendments regarding Master Planned Developments
Applicant: Planning Department
Proposal: Revisions to the Land Management Code

Reason for Review

Amendments to the LMC require Planning Commission recommendation and City Council adoption. City Council action may be appealed to a court of competent jurisdiction per LMC § 15-1-18.

Background

On December 5, 2019, the Affordable Housing and Planning Department staff held a work session with City Council to present the [Final Report](#) concluded by the City's consultant, Cascadia Partners ([December 5, 2019 Staff Report](#) and [Audio](#)). Prior to retaining Cascadia partners, the Affordable Housing and Planning Department had proposed LMC Amendments to incentivize Affordable Housing development, but concerns remained regarding their efficacy. Please reference the [May 9, 2018 City Council staff report](#) for background of the previous LMC Amendment proposal.

As a result, Cascadia Partners was retained in 2019 at the direction of City Council to determine if LMC Changes could actually “move the needle” on incentivizing the development of Affordable Housing by both Public and Private entities. On December 5, 2019, City Council reviewed the Final Report and gave staff direction to pursue the following LMC changes in two phases:

- Phase 1: LMC Amendments for Master Planned Developments (MPDs) to be considered as soon as possible by the Planning Commission (for consideration tonight):
 - Zone Required Setbacks
 - Open Space Reduction
 - Master Planned Affordable Housing Development Parking Requirements to match existing Master Planned Development standards

- Phase 2: LMC Amendments for MPDs to be considered with additional study, consultation, and outreach:
 - Maximum Building Height
 - Parking Reductions or alternative Parking Requirements
 - Reducing % of Affordable Housing necessary to qualify for Affordable Housing MPD [currently 100%]

The LMC implements goals, objectives and policies of the General Plan that maintain the quality of life and experiences for residents and visitors, and to preserve the community's unique character and values. The proposed LMC amendments were reviewed for consistency with the General Plan, which also outlines Park City's community goals and values as it pertains to Affordable Housing:

- **Core Value: Sense of Community**
 - **Housing Toolbox:** Consider zoning and regulatory incentives for housing diversity thresholds (decreased parking requirements, density bonus, etc.)
 - **Goal:** Create a diversity of primary housing opportunities to address the changing needs of residents.
 - **Strategies:**
 - Increased density that might allow for Affordable/Attainable Housing.
 - Revise zoning codes to permit a wider variety of compatible housing types within Park City neighborhoods.
 - **Goal:** Increase affordable housing opportunities and associated services for the workforce of Park City.
 - **Strategies:**
 - Update incentives for density bonuses for affordable housing developments to include moderate and mixed income housing.

The Planning Commission reviewed the proposed Phase 1 LMC Amendments on January 8, 2020, and forwarded a unanimous positive recommendation, with amendments – outlined in the Analysis section.

Analysis

Planning staff and the Affordable Housing team collaborated to create Land Management Code amendments with the intent of incentivizing Affordable Housing Development. This Staff Report does not include evaluation of the influence of other State or Federal programs. Below, staff has provided analysis and redlines for each amended section of LMC § 15-6:

REGULAR MPD REQUIREMENTS: LMC § 15-6-5(C) Setbacks:

Boundary Setback Requirements for Master Planned Developments: The current MPD Requirements require a minimum twenty-five foot (25') Setback around the exterior boundary of an MPD on Parcels greater than one (1) acre in size. However, the Planning Commission has the authority to decrease the required perimeter Setback in order to provide desired architectural interest and variation.

The Cascadia Partners Final Report contemplated development on parcels ranging from 0.5 acres to 2 acres. Cascadia Partners determined that the twenty-five foot (25') Setback on a one (1) acre or less parcel would not only make the parcel less developable, but also would likely result in a project that was out of character in most instances with the neighboring properties because most neighboring properties would be using the lesser (in most cases) Zone Required Setbacks. In most Zoning Districts, one (1) acre parcels would be infill development on either vacant lots or the result of a redevelopment.

City Council directed staff to eliminate the requirement of the twenty-five foot (25') boundary Setback for certain parcels developed as part of an MPD in order to be consistent with those studied by Cascadia Partners. The result is that parcels less than two (2) acres comply with the underlying Zone Required Setbacks. No changes to the Setbacks for MPDs within the Historic Districts are proposed as City Council elected for the Historic Districts to remain status-quo. Staff also made a spelling correction.

15-6-5(C) Setbacks:

1. The minimum Setback around the exterior boundary of an MPD shall be twenty five feet (25') for Parcels ~~one (1)~~ two (2) acres or larger in size. The Planning Commission may decrease the required perimeter Setback from twenty five feet (25') for MPD applications ~~one (1)~~ two (2) acres or larger to the zone required Setback if it is necessary to provide desired architectural interest and variation.
2. For parcels less than ~~one (1)~~ two (2) acres in size and located inside the HRM, HR-1, HR-2, HR-L, HRC, and HCB Districts, the minimum Setback around the exterior boundary of an MPD shall be determined by the Planning Commission in order to remain consistent with the contextual streetscape of adjacent Structures.
3. For parcels less than ~~one (1)~~ two (2) acres in size and located outside of the HRM, HR-1, HR-2, HR-L, HRC and HCB, the minimum Setback around the exterior boundary of an MPD shall be determined by the Planning ~~Commission~~ Commission and shall be no less than the zone required Setback.
4. In all MPDs, for either the perimeter setbacks or the setbacks within the project, the Planning Commission may increase Setbacks to retain existing Significant Vegetation or natural features or to create an adequate buffer to adjacent Uses, or to meet historic Compatibility requirements.
5. The Planning Commission may reduce Setbacks within the project boundary, but not perimeter Setbacks, from those otherwise required in the zone to match an abutting zone Setback, provided the project meets minimum Uniform Building Code and Fire Code requirements, does not increase project Density, maintains the general character of the surrounding neighborhood in terms of mass, scale and spacing between houses, and meets open space criteria set forth in Section 15-6-5(D).

100% AFFORDABLE HOUSING MPD SUB-SECTION: LMC § 15-6-7(F) PARKING

Off-Street Parking: With input from Cascadia Partners, City Council directed staff to create a level playing field between standard MPDs and Affordable Housing MPDs. The current Parking Requirement for Affordable Housing MPDs (1 per bedroom) typically turns out far greater than that of a standard MPD, which is one of the greatest deterrents to using the current section of Code. Staff will match the standard MPD Off-

Street Parking Requirements, which are based on the uses defined in [LMC § 15-3-6 Parking Ratio Requirements, for specific Land Use Categories](#). Staff does not foresee any negative consequences to regulating Parking Requirements in this manner as this is typical of all developments.

The Planning Commission requested additional language (**green font**). This change will also be made in 15-6-5(E) which is included as Exhibit A of the Draft Ordinance.

F. PARKING-OFF-STREET PARKING. ~~Off-Street parking will be required at a rate of one (1) space per Bedroom.~~

- (1.) The number of Off-Street Parking Spaces in each Master Planned Development shall not be less than the requirements of this Code, except that the Planning Commission may increase or decrease the required number of Off-Street Parking Spaces based upon a parking analysis submitted by the Applicant at the time of MPD submittal. The parking analysis shall contain, at a minimum, the following information:
- a. The proposed number of vehicles required by the occupants of the project based upon the proposed Use and occupancy.
 - b. A parking comparison of projects of similar size with similar occupancy type to verify the demand for occupancy parking.
 - c. Parking needs for non-dwelling Uses, including traffic attracted to Commercial Uses from Off-Site.
 - d. An analysis of time periods of Use for each of the Uses in the project and opportunities for Shared Parking by different Uses. This shall be considered only when there is Guarantee by Use covenant and deed restriction.
 - e. A plan to discourage the Use of motorized vehicles and encourage other forms of transportation.
 - f. Provisions for overflow parking during peak periods.
 - g. An evaluation of potential adverse impacts of the proposed parking reduction and density increase, if any, upon the surrounding neighborhood and conditions of approval to mitigate such impacts.

The Planning Department shall review the parking analysis and provide a recommendation to the Commission. The Commission shall make a finding during review of the affordable MPD as to whether or not the parking analysis supports a determination to increase or decrease the required number of Parking Spaces.

- (2) The Planning Commission may permit an Applicant to pay an in-lieu parking fee in consideration for required on-site parking provided that the Planning Commission determines that:
- a. Payment in-lieu of the on-Site parking requirement will prevent a loss of significant open space, yard Area, and/or public amenities and gathering Areas;
 - b. Payment in-lieu of the on-Site parking requirement will result in preservation and rehabilitation of significant Historic Structures or redevelopment of Structures and Sites;

- c. Payment in-lieu of the on-Site parking requirement will not result in an increase project Density or intensity of Use; and
- (3) The project is located on a public transit route or is within three (3) blocks of a municipal bus stop.

The payment in-lieu fee for the required parking shall be subject to the provisions in the Park City Municipal Code Section 11-12-16 and the fee set forth in the current Fee Resolution, as amended.

100% AFFORDABLE HOUSING MPD SUB-SECTION: LMC § 15-6-7(G) Open Space Open Space Minimums:

The current MPD regulations require that all Master Planned Affordable Housing Developments contain a minimum of fifty percent (50%) Open Space. The Planning Commission may reduce the minimum Open Space to 40% in exchange for project enhancements. In regular MPDs (those subject to 15-6-5), many projects are ultimately awarded a reduction in the minimum Open Space requirement by the Planning Commission in exchange for project enhancements.

Cascadia Partners reported that the existing Open Space minimums are high and that more Open Space doesn't always lend to better projects or community enhancements. In many cases, lesser and centralized or communal Open Spaces have greater impacts than Open Space that is achieved through required Setbacks. Cascadia Partners recommended a Minimum Open Space requirement of 15%. Examples of centralized and communal Open Spaces are the 1450-1460 Park Avenue and Woodside Park Phase I (located at 1333-1353 Park Avenue) regular MPDs, which included Affordable Housing.

Examples of Affordable Housing Projects: Centralized / Communal Open Space
1450-1460 Park Avenue



Woodside Park Phase I



City Council directed staff to reduce the minimum Open Space requirement and define/require Usable Open Space. Staff analyzed how much of a lot is dedicated Minimum Setback Requirements as a means of defining the approximate amount of Open Space achieved by the underlying Zoning Requirements. The Setback analysis below does not take into account required vehicular and pedestrian ingress and egress.

% of Lot for Setbacks		
Lot Size	RC	GC
1 acre	22%	22%
2 acre	13%	13%

In addition, staff provided information that the centralized grass area at Woodside Park Phase I represents just 5% of the entire project area (see photo on page 5 of this Staff Report). Planning Commission discussed the chart and the effects of Setbacks in depth as a means of establishing their recommended Minimum Open Space Requirement. This included in-depth discussions regarding whether or not Usable Open Space was really necessary knowing that many projects may be located adjacent to public amenities and the general proximity of our community to Open Space opportunities. Ultimately, Planning Commission recommended adding a discretionary outlet for projects seeking further Open Space reductions if the project was located within close proximity to a public amenity in addition to lowering the Minimum Open Space Requirement.

Planning Commission recommended further Open Space reductions than what staff was originally recommending. Staff has outlined the different Open Space options that Planning Commission discussed (at length). Planning staff is in favor of the reduction in Open Space to 20% as recommended by Planning Commission; however, after further review and analysis, Planning Staff recommends removing the requirement and definition of Usable Open Space because we find that it will be difficult to define, implement, and regulate. The proposed amendments as recommended by Planning Commission (green font) are reflected after the list below. Staff's new recommendation is identified in blue font below.

Open Space Options Discussed by Planning Commission (green identifies Planning Commission's recommendation):

- 30% minimum Open Space with at least 15% Usable Space (staff's original recommendation)
- 25% Open Space (no Usable Open Space requirement)
- 20% Open Space (no Usable Open Space requirement) – Planning staff's new recommendation
- 20% Open Space with at least 10% Usable Open Space – Planning Commission's recommendation
- 15% Open Space (No Usable Open Space requirement and recommended by Cascadia Partners).

OPEN SPACE. ~~All Master Planned Affordable Housing Developments shall contain a A~~ minimum of twenty percent (20%) Open Space with at least ten percent (10%) Usable Open Space as defined in LMC Chapter 15-15. ~~fifty percent (50%) of the Parcel shall be retained or developed as open space. A reduction in the percentage of open space, to not less than forty percent (40%), may be granted upon a finding by the Planning Commission that additional on or Off-On-Site amenities, such as playgrounds, trails, recreation facilities, bus shelters, significant landscaping, or other amenities are encouraged. will be provided above any that are required. Project open space may be utilized for project amenities, such as tennis courts, Buildings not requiring a Building Permit, pathways, plazas, and similar Uses.~~ Open sSpace may not be utilized for Streets, roads, or Parking Areas.

The Planning Commission may decrease the required Open Space for projects located within 300 feet (300') of a Public Use, including, but not limited to a public park, Recreation Open Space, public trail, public school, or Public Recreation Facilities.

LMC § 15-15 DEFINED TERMS

Staff has added the following definition for Usable Open Space as directed by City Council and based on recommendations from the Planning Commission. After further review and analysis, Planning Staff does not recommend defining or requiring Usable Open Space. If City Council makes a recommendation to remove the Usable Open Space requirement and definition, staff will return with an updated Ordinance.

USABLE OPEN SPACE. Usable Open Space shall have a slope that is less than 5% and contains an area not less than ten feet (10') in any direction. Usable Open Space shall be landscaped and developed for active recreational use or passive recreational and leisure use,. Usable Open Space is conveniently located and accessible to all residents within a Master Planned Development.. If Usable Open Space must be altered or exchanged to accommodate access roads, public infrastructure, or other future development, Usable Open Space in similar acreage with comparable natural and recreational qualities shall be established on-site or within proximity to the Master Planned Development.

Process

Amendments to the Land Management Code require Planning Commission recommendation and City Council adoption. City Council action may be appealed to a court of competent jurisdiction per LMC § 15-1-18.

Department Review

This report has been reviewed by the Legal Department, Affordable Housing and Community Development Department.

Housing Department Recommendation

Housing staff is sensitive to goals stated in the General Plan working to protect the quality of life and preserve the community's unique character and values, but feels that the development of affordable housing is a key component in achieving these goals.

Based on the recommendations of the hired third party consultant, and in an effort to further the Community's critical priority of Housing, including the development of 800 units by 2026, the Housing Department feels that bolder changes to the LMC are needed.

The recommended changes proposed by the Planning Department will begin to reduce barriers for development of affordable housing but do not go far enough. The housing staff has provided alternative recommendations on the three areas of focus that are being discussed.

Setbacks

Housing staff feels that any MPD, regardless of size, that is not located within any of the Historic Districts should have the right to design to the minimum setbacks that meet that zone. This should be granted without the approval of the Planning Commission.

Parking

Housing staff is in favor of matching the parking requirements of the Affordable MPD with the current requirement for regular MPDs. While Housing staff would like to see a further reduction, it is understood that additional analysis is needed to help determine how additional parking reductions will affect the surrounding area, and what parking programs (enforcement) need to be in place prior to additional reductions. Parking requirements are often seen as the greatest barrier to making an affordable project financially viable. They are also the most controversial during project review among residents and neighbors.

Open Space

Housing staff agrees with the recommended reduction from the current 50% requirement down to 20%. The issues lie with the idea of including a requirement for 10% usable space. This term is not clearly defined and may cause confusion. It is the recommendation of the Housing staff that open space requirements be reduced to 20% with no requirement for usable open space. If usable open space is required, a better definition needs to be created. In addition, Housing staff supports the Planning Commission's ability to further reduce Open Space requirements if a project is located in close proximity to a Public Use.

Notice

Legal notice of a public hearing was posted in the required public spaces and public notice websites and published in the Park Record on December 21, 2019 per requirements of the Land Management Code.

Public Input

Public hearings are required to be conducted by the Planning Commission and City Council prior to adoption of Land Management Code amendments.

Recommendation:

The Planning Department requests the City Council open a public hearing, review the proposed Land Management Code (LMC) amendments as recommended by Planning Commission and consider approving the Ordinance.

Exhibits

Exhibit 1 – Draft Ordinance

Exhibit A – LMC § 15-7-5 Master Planned Development Requirements

Exhibit B – LMC § 15-7-6 Master Planned Affordable Housing Development

Exhibit C – LMC § 15-15 Defined Terms

Exhibit 1 – Draft Ordinance

Ordinance No. 2020-09

AN ORDINANCE AMENDING THE LAND MANAGEMENT CODE OF PARK CITY, UTAH, AMENDING MASTER PLANNED DEVELOPMENT REQUIREMENTS, SECTION 15-6-5; MASTER PLANNED AFFORDABLE HOUSING DEVELOPMENT, SECTION 15-6-7; AND DEFINED TERMS, SECTION 15-15.

WHEREAS, the Land Management Code was adopted by the City Council of Park City, Utah to promote the health, safety and welfare of the residents, visitors, and property owners of Park City; and

WHEREAS, the Land Management Code implements the goals, objectives and policies of the Park City General Plan to maintain the quality of life and experiences for its residents and visitors and to increase affordable housing opportunities and associated services for the workforce of Park City.; and

WHEREAS, the City reviews the Land Management Code on a regular basis and identifies necessary amendments to address planning and zoning issues that have come up; to address specific LMC issues raised by Staff, Planning Commission, and City Council; and to align the Code with the Council's goals; and

WHEREAS, Park City has an interest in creating a diversity of primary housing opportunities to address the changing needs of residents and finds incentives for affordable housing developments essential to the City's long term community well-being; and

WHEREAS, these proposed Land Management Code (LMC) amendments were reviewed for consistency with the adopted Park City General Plan; and

WHEREAS, the Park City General Plan includes Goal 7 that states, "Create a diversity of primary housing opportunities to address the changing needs of residents." Goal 8 states, "Increase affordable housing opportunities and associated services for the workforce of Park City." and Community Planning Strategy 8.4 states "Update incentives for density bonuses for affordable housing developments to include moderate and mixed income housing."; and

WHEREAS, Park City has an interest in developing and incentivizing private sector development of affordable housing within City Limits; and the purpose of the master planned Affordable Housing Development is to promote housing for a diversity of income groups by providing Dwelling Units for rent or for sale in a price range affordable by families in the low-to-moderate income range; and

WHEREAS, the Planning Commission duly noticed and conducted a public hearings at the regularly scheduled meeting on January 8, 2020 and forwarded a unanimous positive recommendation to City Council; and

WHEREAS, the City Council duly noticed and conducted a public hearing at its regularly scheduled meeting on January 16, 2020; and

WHEREAS, it is in the best interest of the residents and visitors of Park City, Utah to amend the Land Management Code to be consistent with the values and goals of the Park City General Plan and the Park City Council; to protect health and safety and maintain the quality of life for its residents and visitors; and to create a diversity of housing options for all income levels.

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

SECTION 1. APPROVAL OF AMENDMENTS TO TITLE 15 – Land Management Code Chapter 15-6-5 Master Planned Development Requirements. The recitals above are incorporated herein as findings of fact. Chapter 15-6-5 of the Land Management Code of Park City is hereby amended as redlined in Exhibit A.

SECTION 2. APPROVAL OF AMENDMENTS TO TITLE 15 - Land Management Code Chapter 15-6-7 Master Planned Affordable Housing Developments. The recitals above are incorporated herein as findings of fact. Chapter 15-6-7 of the Land Management Code of Park City is hereby amended as redlined in Exhibit B.

SECTION 3. APPROVAL OF AMENDMENTS TO TITLE 15 - Land Management Code Chapter 15-15 Defined Terms. The recitals above are incorporated herein as findings of fact. Chapter 15-15 of the Land Management Code of Park City is hereby amended as redlined in Exhibit C.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED this 16th day of January, 2020

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, Mayor

Attest:

City Recorder

Approved as to form:

Mark Harrington, City Attorney

Exhibits

Exhibit A – LMC § 15-7-5 Master Planned Development Requirements

Exhibit B – LMC § 15-7-6 Master Planned Affordable Housing Development

Exhibit C – LMC § 15-15 Defined Terms

Exhibit A – LMC § 15-6-5 Master Planned Developments

15-6-7 MASTER PLANNED DEVELOPMENTS

All Master Planned Developments shall contain the following minimum requirements. Many of the requirements and standards will have to be increased in order for the Planning Commission to make the necessary findings to approve the Master Planned Development.

(...)

C. SETBACKS.

1. The minimum Setback around the exterior boundary of an MPD shall be twenty five feet (25') for Parcels ~~one (1)~~ two (2) acres or larger in size. The Planning Commission may decrease the required perimeter Setback from twenty five feet (25') for MPD applications ~~one (1)~~ two (2) acres or larger to the zone required Setback if it is necessary to provide desired architectural interest and variation.
2. For parcels less than ~~one (1)~~ two (2) acres in size and located inside the HRM, HR-1, HR-2, HR-L, HRC, and HCB Districts, the minimum Setback around the exterior boundary of an MPD shall be determined by the Planning Commission in order to remain consistent with the contextual streetscape of adjacent Structures.
3. For parcels less than ~~one (1)~~ two (2) acres in size and located outside of the HRM, HR-1, HR-2, HR-L, HRC and HCB, the minimum Setback around the exterior boundary of an MPD shall be determined by the Planning ~~Commission~~ Commission and shall be no less than the zone required Setback.
4. In all MPDs, for either the perimeter setbacks or the setbacks within the project, the Planning Commission may increase Setbacks to retain existing Significant Vegetation or natural features or to create an adequate buffer to adjacent Uses, or to meet historic Compatibility requirements.
5. The Planning Commission may reduce Setbacks within the project boundary, but not perimeter Setbacks, from those otherwise required in the zone to match an abutting zone Setback, provided the project meets minimum Uniform Building Code and Fire Code requirements, does not increase project Density, maintains the general character of the surrounding neighborhood in terms of mass, scale and spacing between houses, and meets open space criteria set forth in Section 15-6-5(D).

(...)

E. OFF-STREET PARKING.

1. The number of Off-Street Parking Spaces in each Master Planned Development shall not be less than the requirements of this code, except that the Planning Commission may increase or decrease the required number of Off-Street Parking Spaces based upon a parking analysis submitted by the Applicant at the time of MPD submittal. The parking analysis shall contain, at a minimum, the following information:
 - a. The proposed number of vehicles required by the occupants of the project based upon the proposed Use and occupancy.
 - b. A parking comparison of projects of similar size with similar occupancy type to verify the demand for occupancy parking.
 - c. Parking needs for non-dwelling Uses, including traffic attracted to Commercial Uses from Off-Site.

- d. An analysis of time periods of Use for each of the Uses in the project and opportunities for Shared Parking by different Uses. This shall be considered only when there is Guarantee by Use covenant and deed restriction.
- e. A plan to discourage the Use of motorized vehicles and encourage other forms of transportation.
- f. Provisions for overflow parking during peak periods.
- g. An evaluation of potential adverse impacts of the proposed parking reduction and density increase, if any, upon the surrounding neighborhood and conditions of approval to mitigate such impacts.

The Planning Department shall review the parking analysis and provide a recommendation to the Commission. The Commission shall make a finding during review of the MPD as to whether or not the parking analysis supports a determination to increase or decrease the required number of Parking Spaces.

- 2. The Planning Commission may permit an Applicant to pay an in-lieu parking fee in consideration for required on-site parking provided that the Planning Commission determines that:
 - a. Payment in-lieu of the on-Site parking requirement will prevent a loss of significant open space, yard Area, and/or public amenities and gathering Areas;
 - b. Payment in-lieu of the on-Site parking requirement will result in preservation and rehabilitation of significant Historic Structures or redevelopment of Structures and Sites;
 - c. Payment in-lieu of the on-Site parking requirement will not result in an increase project Density or intensity of Use; and
 - d. The project is located on a public transit route or is within three (3) blocks of a municipal bus stop.
 - e. The payment in-lieu fee for the required parking shall be subject to the provisions in the Park City Municipal Code Section 11-12-16 and the fee set forth in the current Fee Resolution, as amended.

(...)

HISTORY

Adopted by Ord. [02-07](#) on 5/23/2002
 Amended by Ord. [04-08](#) on 3/4/2004
 Amended by Ord. [06-22](#) on 4/27/2006
 Amended by Ord. [09-10](#) on 3/5/2009
 Amended by Ord. [10-14](#) on 4/15/2010
 Amended by Ord. [11-05](#) on 1/27/2011
 Amended by Ord. [11-12](#) on 3/31/2011
 Amended by Ord. [13-23](#) on 7/11/2013
 Amended by Ord. [15-36](#) on 6/25/2015
 Amended by Ord. [2016-44](#) on 9/15/2016
 Amended by Ord. [2017-46](#) on 8/17/2017

Exhibit B – LMC § 15-6-7 Master Planned Affordable Housing Development

15-6-7 MASTER PLANNED AFFORDABLE HOUSING DEVELOPMENT

A. PURPOSE. The purpose of the master planned Affordable Housing Development is to promote housing for a diversity of income groups by providing Dwelling Units for rent or for sale in a price range affordable by families in the low-to-moderate income range. This may be achieved by encouraging the private sector to develop Affordable Housing.

Master Planned Developments, which are one hundred percent (100%) Affordable Housing, as defined by the housing resolution in effect at the time of Application, would be considered for a Density incentive greater than that normally allowed under the applicable Zoning District and Master Planned Development regulations with the intent of encouraging quality Development of permanent rental and permanent Owner-occupied housing stock for low and moderate income families within the Park City Area.

B. RENTAL OR SALES PROGRAM. If a Developer seeks to exercise the increased Density allowance incentive by providing an Affordable Housing project, the Developer must agree to follow the guidelines and restrictions set forth by the Housing Authority in the adopted Affordable Housing resolution in effect at the time of Application.

C. MIXED RENTAL AND OWNER/ OCCUPANT PROJECTS. When projects are approved that comprise both rental and Owner/occupant Dwelling Units, the combination and phasing of the Development shall be specifically approved by the reviewing agency and become a condition of project approval. A permanent rental housing unit is one which is subject to a binding agreement with the Park City Housing Authority.

D. MPD REQUIREMENTS. All of the MPD requirements and findings of this section shall apply to Affordable Housing MPD projects.

E. DENSITY BONUS. The reviewing agency may increase the allowable Density to a maximum of twenty (20) Unit Equivalents per acre. The Unit Equivalent formula applies.

~~F. PARKING-OFF-STREET PARKING. Off-Street parking will be required at a rate of one (1) space per Bedroom.~~

~~(1.) The number of Off-Street Parking Spaces in each Master Planned Development shall not be less than the requirements of this Code, except that the Planning Commission may increase or decrease the required number of Off-Street Parking Spaces based upon a parking analysis submitted by the Applicant at the time of MPD submittal. The parking analysis shall contain, at a minimum, the following information:~~

- ~~a. The proposed number of vehicles required by the occupants of the project based upon the proposed Use and occupancy.~~
- ~~b. A parking comparison of projects of similar size with similar occupancy type to verify the demand for occupancy parking.~~
- ~~c. Parking needs for non-dwelling Uses, including traffic attracted to Commercial Uses from Off-Site.~~

- d. An analysis of time periods of Use for each of the Uses in the project and opportunities for Shared Parking by different Uses. This shall be considered only when there is Guarantee by Use covenant and deed restriction.
- e. A plan to discourage the Use of motorized vehicles and encourage other forms of transportation.
- f. Provisions for overflow parking during peak periods.
- g. An evaluation of potential adverse impacts of the proposed parking reduction and density increase, if any, upon the surrounding neighborhood and conditions of approval to mitigate such impacts.

The Planning Department shall review the parking analysis and provide a recommendation to the Commission. The Commission shall make a finding during review of the affordable MPD as to whether or not the parking analysis supports a determination to increase or decrease the required number of Parking Spaces.

- (2) The Planning Commission may permit an Applicant to pay an in-lieu parking fee in consideration for required on-site parking provided that the Planning Commission determines that:
 - a. Payment in-lieu of the on-Site parking requirement will prevent a loss of significant open space, yard Area, and/or public amenities and gathering Areas;
 - b. Payment in-lieu of the on-Site parking requirement will result in preservation and rehabilitation of significant Historic Structures or redevelopment of Structures and Sites;
 - c. Payment in-lieu of the on-Site parking requirement will not result in an increase project Density or intensity of Use; and
 - d. The project is located on a public transit route or is within three (3) blocks of a municipal bus stop.

The payment in-lieu fee for the required parking shall be subject to the provisions in the Park City Municipal Code Section 11-12-16 and the fee set forth in the current Fee Resolution, as amended.

OPEN SPACE. All Master Planned Affordable Housing Developments shall contain a A minimum of twenty percent (20%) Open Space with at least ten percent (10%) Usable Open Space as defined in LMC Chapter 15-15. fifty percent (50%) of the Parcel shall be retained or developed as open space. A reduction in the percentage of open space, to not less than forty percent (40%), may be granted upon a finding by the Planning Commission that additional on or Off-On-Site amenities, such as playgrounds, trails, recreation facilities, bus shelters, significant landscaping, or other amenities are encouraged. will be provided above any that are required. Project open space may be utilized for project amenities, such as tennis courts, Buildings not requiring a Building Permit, pathways, plazas, and similar Uses. Open sSpace may not be utilized for Streets, roads, or Parking Areas.

The Planning Commission may decrease the required Open Space for projects located within 300 feet (300') of a Public Use, including, but not limited to a public park, Recreation Open Space, public trail, public school, or Public Recreation Facilities.

G. RENTAL RESTRICTIONS. The provisions of the moderate income housing exception shall not prohibit the monthly rental of an individually owned unit. However, Nightly Rentals or timesharing shall not be permitted within Developments using this exception. Monthly rental of individually owned units shall comply with the guidelines and restrictions set forth by the Housing Authority as stated in the adopted Affordable Housing resolution in effect at the time of Application.

HISTORY

Adopted by Ord. 02-07 on 5/23/2002

Amended by Ord. 06-22 on 4/27/2006

Amended by Ord. 09-10 on 3/5/2009

Exhibit C – LMC § 15-15 Defined Terms

15-15-1 DEFINED TERMS

USABLE OPEN SPACE. Usable Open Space shall have a slope that is less than 5% and contains an area not less than ten feet (10') in any direction. Usable Open Space shall be landscaped and developed for active recreational use or passive leisure use. Usable Open Space is conveniently located and accessible to all residents within a Master Planned Development. If Usable Open Space must be altered or exchanged to accommodate access roads, public infrastructure, or other future development, Usable Open Space in similar acreage with comparable natural and recreational qualities shall be established on-site or within proximity to the Master Planned Development.

HISTORY

Amended by Ord. [2016-44](#) on 9/15/2016

Amended by Ord. [2018-24](#) on 5/31/2018

Amended by Ord. [2018-27](#) on 5/31/2018

Amended by Ord. [2018-55](#) on 10/23/2018

Amended by Ord. [2018-55](#) on 10/23/2018

Amended by Ord. [2019-06](#) on 5/16/2019

Amended by Ord. [2019-30](#) on 5/30/2019

15-15-2 LIST OF DEFINED TERMS

-U-

UDOT

Uniformity Ratio

Unit Equivalent

Usable Open Space

Use

Use, Intensity of

Utah Public Notice Website