



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
December 9, 2021**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regular City Council meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah 84060 for the purposes and at the times as described below on Thursday, December 9, 2021. To participate virtually, follow the public meeting information at www.parkcity.org.

CLOSED SESSION - 2:00 p.m.

To Discuss Property, Personnel, Litigation, and Advice of Counsel

WORK SESSION

3:30 p.m. – FY2022 City Manager’s Recommended Budget: Operating Budget and Fee Schedule Amendments Discussion

[FY 22 Budget Amendments Staff Report](#)

[Exhibit A: FY 22 Adjusted Budget Adoption Ordinance](#)

[Exhibit B: Park City Fee Schedule](#)

4:30 p.m. - Winter Economic Preview - Presentation by Chamber/Visitor Bureau, Park City Mountain Resort, and Deer Valley Resort

4:50 p.m. - Discuss Proposed Land Management Code Amendments to Reduce Accessory Apartment Regulations

[Accessory Apartment Staff Report](#)

[Exhibit A: Accessory Apartment Survey Results](#)

[Exhibit B: Public Input](#)

[Exhibit C: Background](#)

5:20 p.m. - Discuss Quinn’s Junction Partnership Annexation and Master Plan Development (MPD) and the Substantive Modification to the Annexation and MPD for Studio Crossing, a Proposed Mixed-Use Development including Commercial and Housing Uses Located at 4001 Kearns Boulevard

(A) Public Input

[Studio Crossing Work Session Staff Report](#)

[Exhibit A: Table of Allowed Uses and Square Footage](#)

[Exhibit B: Applicant's Project Narrative and Concept Plans](#)

5:50 p.m. - Break

REGULAR MEETING - 6:00 p.m.

I. ROLL CALL

II. PROCLAMATION

1. Consideration to Adopt Resolution 29-2021, a Resolution Welcoming the Return of Winter in Park City
(A) Public Input (B) Action
[Welcome Winter Resolution](#)

III. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communications Reports

1. Annual Report on Completion of Park City Heights Development Housing Obligation
[2021 PC Heights Affordable Housing Annual Update](#)
[Exhibit A: 2019 PC Heights Approval Action Letter](#)
2. Municipal Equity Index and Social Equity Update
[MEI and Social Equity Staff Report](#)
[Exhibit A: MEI-2021 for Park City, Utah](#)
[Exhibit B: Quarterly Social Equity Update - Fall 2021](#)

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

V. CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from October 28, 2021 and November 4, 11, and 16, 2021

[October 28, 2021 Minutes](#)

[November 4, 2021 Minutes](#)

[November 11, 2021 Minutes](#)

[November 16, 2021 Minutes](#)

VI. CONSENT AGENDA

1. Request to Approve Ordinance 2021-48, an Ordinance Establishing Compensation for the Mayor, City Council, and Statutory Officers for Fiscal Year 2021-2022 in Park City, Utah
[Compensation Ordinance Staff Report](#)
[Exhibit A: Compensation Ordinance](#)
2. Request to Authorize the City Manager to Execute Amendment No. 1 to the Design Professional Services Agreement with Horrocks Engineers, Inc. for the Homestake and Munchkin Roadway Improvements Design in a Form Approved by the City Attorney, Not to

Exceed \$22,949.00, for a Total Amount Not to Exceed \$192,146.00, and Extend the Termination Date of the Contract to December 31, 2022

[Homestake and Munchkin Roadway Contract Amendment Staff Report](#)

[Exhibit A: Horrocks Executed Service Agreement](#)

[Exhibit B: Horrocks Scope and Fee Amendment 1](#)

[Exhibit C: Draft Horrocks Amendment 1](#)

3. Request to Authorize the City Manager to Execute Addendum No. 2 to the Professional Service Agreement with SKM Engineering, LLC for Water System Supervisory Control and Data Acquisition (SCADA) and Telemetry System Integrator Services for Programming, Troubleshooting, and Repair of Water Facilities, Telemetry Communication, and Control Systems, Increasing the Contract by \$233,000 with a Total Contract Amount Not to Exceed \$528,000 and an Extension of the Contract to December 31, 2023

[SCADA Integrator Services Addendum Staff Report](#)

[Exhibit A: Draft SKM Addendum No. 2](#)

[Exhibit B: SKM Design Scope of Services](#)

4. Request to Approve a Five-Year Professional Service Contract with Summit Land Conservancy, in a Form Approved by the City Attorney, for Third Party Open Space Easement Monitoring in an Amount Not to Exceed \$203,614.00

[Conservation Easement Monitoring Contract Staff Report](#)

[Exhibit A: SLC Monitoring Contract Proposal](#)

VII. OLD BUSINESS

1. Winter Transit Service - Orange Routing Off Royal Street
(A) Public Input
[Winter Service Orange Routing Royal Street Staff Report](#)
[Exhibit A: Orange Route Map](#)
[Exhibit B: Winter Survey Overview](#)
[Exhibit C: 2019-2020 Weekly Winter Ridership Data](#)
2. Consideration of the Southeast Quinn's Junction Annexation Protests
(A) Public Input (B) Possible Action
[Southeast Quinn's Junction Annexation Protests Staff Report](#)
[Exhibit A: HCAD Protest Park City Annexation](#)
[Exhibit B: Hideout Protest Park City Annexation](#)
[Exhibit C: NB 248 Protest Park City Annexation](#)
[Exhibit D: Redus Protest Park City Annexation](#)

VIII. NEW BUSINESS

1. FY2022 City Manager's Recommended Budget: Operating Budget and Fee Schedule Amendments
(A) Public Hearing (B) Continue to December 16, 2021
[FY 22 Budget Amendments Staff Report](#)
[Exhibit A: FY 22 Adjusted Budget Adoption Ordinance](#)

Exhibit B: Park City Fee Schedule

2. Consideration to Approve Ordinance 2021-46, an Ordinance Approving the Park City Heights Phase 4 Subdivision, Located South of Calamity Lane, South of Richardson Flat Road and West of US Highway 40, Park City, Utah, and Approving the Acceptance of the Phase 1 Park City Heights Public Park
(A) Public Hearing (B) Action
[PC Heights Phase 4 and Park Staff Report](#)
[Exhibit A: Ordinance 2021-46](#)
[Exhibit B: Ivory Development Phase 4 Plat Extension Letter](#)
[Exhibit C: Park City Heights Phase 4 Plat](#)
3. Consideration to Approve the Memorandum of Understanding in a Form Approved by the City Attorney's Office with JF Development Regarding the Development of the Homestake Lot Owned by Park City Municipal Corporation
(A) Public Hearing (B) Action
[Homestake MOU Staff Report](#)
[Exhibit A: Request for Qualifications - Homestake Parcel](#)
[Exhibit B: Draft MOU for Homestake Parcel](#)
4. Consideration to Authorize the Following Annual Insurance Premiums to Fund the City's Insurance Placements for the 2022 Calendar Year: Property Insurance: \$239,179 and Auto Physical Damage: \$93,597 to Liberty Mutual; Public Entity Liability Insurance: \$219,528 to States Self-Insurance Risk Retention Group, Inc.; Workers' Compensation Insurance: \$210,479 for the Workers Compensation Fund; Cyber Liability Insurances: to Beazley Insurance Co.; Crime Insurance: \$6,327 to Travelers Insurance Co.; and Drone Insurance: \$2,252 to Global Aerospace
(A) Public Input (B) Action
[2022 Annual Insurance Placements Staff Report](#)

IX. ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting. Public comments can be accepted virtually. To comment virtually, use eComment or raise your hand on Zoom. Written comments submitted before or during the meeting will be entered into the public record, but will not be read aloud. For more information on participating virtually and to listen live, please go to www.parkcity.org.

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

Council Agenda Item Report

Meeting Date: December 9, 2021

Submitted by: Penny Frates

Submitting Department: Budget, Debt & Grants

Item Type: Staff Report

Agenda Section:

Subject:

3:30 p.m. – FY2022 City Manager's Recommended Budget: Operating Budget and Fee Schedule Amendments Discussion

Suggested Action:

Attachments:

[FY 22 Budget Amendments Staff Report](#)

[Exhibit A: FY 22 Adjusted Budget Adoption Ordinance](#)

[Exhibit B: Park City Fee Schedule](#)

City Council Staff Report



Subject: Fiscal Year 2022 Mid-Year Budget Adjustment
Author: Jed Briggs, Erik Daenitz, Penny Frates, Kirsten Darrington
Department: Budget
Date: December 09, 2021
Type of Item: Administrative

Recommendation

Review and consider the FY22 mid-year budget update and additional requests outlined in this report. Recommendations respond to changes in the operating environment and economy and are targeted to further progress on community goals and customer service. The FY22 Adjusted Budget adoption is scheduled to return for Council consideration and adoption on December 16, 2021.

Executive Summary

In the aggregate, revenues for the General Fund continue their incredibly strong trend and came in much higher than expected even 6 months ago when final estimates were made. Specifically, sales tax revenues from July through September are exceptionally strong, almost \$800k more than anticipated, and even 32% higher than the previous fiscal year. All other General Fund revenues are holding steady or slightly higher as well. This revenue rebound provides confidence to recommend and consider mid-year budget adjustments to enhance and meet service delivery needs.

Concurrently, Utah's economy continues to soar and unemployment is at its lowest rate in 15 years. Locally, the cost of living in Park City continues its almost meteoric rise and the housing market at an all-time high. Making matters more difficult for local employers are the increasing and inflationary costs for general services and contracts, and for supplies and equipment. This has created difficulty for estimating annual costs, and especially for recruitment and retention of labor.

In particular, the pay plan increases in the FY22 budget reflected a major and strategic commitment to addressing the increasingly competitive labor market. Upon reflection, the timing of that decision was incredibly fortunate because, since then, the situation has become even more challenging. In addition, the data used to increase pay was compiled before the COVID-19 pandemic, so that has created complications in some areas in particular.

Overall, the six month budget review is incredibly positive and provides an opportunity to consider adjusting several positions not recommended in the original Mercer study. This report also makes a host of other technical adjustments and changes to both operating and capital budgets. In most cases, positions adjustments are front-line positions, seasonal and temporary positions, a few highly-skilled positions, and law enforcement, and capital and operating requests are responses to changing conditions not foreseen six months ago.

Fortunately, the majority of the budget adjustments can be offset due to increased revenues, grants received, and/or expense decreases.

Revenue Analysis

Higher-than-anticipated sales tax revenues continue to reflect a very strong economic period of growth and reward tourism-related and amenity rich communities. Park City's financial success over the past several years is consistent with many western resort towns, and a strong winter season is anticipated across all revenue sources.

For example, first quarter FY22 yielded \$800k more in sales taxes than estimated in July. This is a 26.8% increase over FY20 (non-Covid year) and previously our highest year ever. This financial success provides additional resources to reinvest toward customer service delivery.

General Fund Realized Sales Tax Revenues vs. Budgeted Sales Tax Revenues						
Monthly	5 Yr Average	FY20 Realized	FY21 Realized	FY22 Budget	FY22 Realized	FY22 \$ Variance from Original Budget
July	\$748,225	\$890,546	\$767,523	\$664,517	\$1,047,907	\$280,384
August	\$731,810	\$839,320	\$777,490	\$893,477	\$1,171,593	\$394,102
September	\$774,984	\$912,173	\$991,597	\$896,914	\$1,132,767	\$141,170
October	\$589,446	\$715,887	\$735,086	\$740,255		
November	\$678,023	\$820,365	\$995,487	\$685,164		
December	\$1,667,117	\$1,877,541	\$1,709,314	\$1,593,658		
January	\$1,902,194	\$2,167,578	\$1,587,251	\$1,593,658		
February	\$1,770,231	\$1,936,051	\$1,915,684	\$1,761,076		
March	\$1,512,372	\$1,292,639	\$2,175,133	\$2,124,877		
April	\$427,622	\$368,103	\$792,166	\$810,883		
May	\$427,538	\$391,036	\$742,106	\$688,812		
June	\$636,453	\$633,760	\$1,186,465	\$880,395		
Total	\$11,866,015	\$12,845,001	\$14,375,301	\$13,333,686	\$3,352,268	\$815,657

Workforce Challenges and Response

Employee recruitment and retention continues to be a primary challenge for Park City municipal. Several mid-year personnel changes were heavily scrutinized and focused to offset part-time and seasonal staff challenges not predictable in the Mercer recommendations. In addition, the success of the Utah economy and competition for skilled labor has increased considerably since the July 2021 budget adoption.

For example, in FY21, PCMC had 11 declined job offers. Only six months into FY22, we have exceeded 12 declined, and several include highly qualified candidates for positions that are languishing vacant. Most candidates noted PCMC's salary, high cost of living, lack of affordable housing, and equal or better opportunities along the Wasatch Front.

In FY20, the average timeframe to fill a position was 53 days. That figure increased to 80 days in FY21. In FY22, several critical, hard-to-fill positions remain vacant at well over 100 days:

- Community Inspector (FKA Building Inspector) – 205 days
- Transportation Engineer – 125 days
- Building Maintenance – 124 days
- Police Officer – 92 days
- GIS Programmer and Public Utilities Engineer (Water) – multiple declined offers, even when offering top of range

Below is a summary of various operational budget adjustments, including both personnel requests and other technical corrections:

Technical Adjustments - Budget-neutral requests, with savings from within the department, another City department, or increased department revenues, to offset the FY22 expense:

- **\$28k Street Lights and Signs** – Approved in the FY22 budget but not properly reflected in the budgeting software.
- **Streets Reorganization** – Because there is a strong need for Crew Leader positions in the field, Streets recommends a vacant Streets and Stormwater III position and an underfilled Supervisor position to create two Streets and Stormwater Crew Leader positions. Promoting two current staffers encourages growth and retention of Public Works snow removal and pavement maintenance employees.
- **\$50k from Emergency Management to Police** - \$50k originally added to Emergency Management budget for part-time Traffic Operations Manager. Moving funds to the Police budget to support additional coverage during special events and peak traffic days.
- **\$22k Library** – As part of the annual accreditation process, the State reviews spending in multiple lines and categories within the Library. This year, the Library fell below the 10th percentile in spending on books and electronic resources for patrons. This increase is necessary to retain our accreditation and a high-quality experience for our patrons. This request can be funded in FY22 from savings within the overall PCMC budget.
- **\$43k Recreation**
 - \$3k in supplies for Pickleball, move from Tennis budget to MARC budget
 - \$40k for part-time wage adjustments for critical, hard-to-fill positions. This increase would allow PCMC to offer competitive wages to hire and retain staff. Recreation revenues are tracking above budget, offsetting this expense, and this is consistent with the plans in Ice and will not create internal equity issues.
- **\$6k Legal** – Office redesign to accommodate additional staff and department reorganization. One-time expense can be funded with savings from within the overall PCMC budget.
- **\$2,500 Engineering** – The Engineering printer is broken beyond repair. A new printer is necessary to continue daily operations, and the one-time expense can be funded with savings from within the overall PCMC budget.
- **\$212k Golf** – New golf cart fleet was budgeted in FY21 but due to supply chain issues, the fleet did not arrive until FY22. In order to comply with GAAP (Generally Accepted Accounting Principles), the expense must be recorded in the fiscal year that it actually occurred.
- **Transportation Operations** – Use current budget to reclass Maintenance II to Maintenance III to align with other City departments and reflect the base knowledge and skill level necessary to support the Transportation department needs.

- **\$36k Parking** – Increase part-time Parking Officer to full-time. Increasing this position will eliminate the need for the part-time role and improve customer service and increase hours of support. This request is offset by increased revenue in the Parking Department.

Transportation Fund – \$200K YTD increased revenue, \$78K FY22 Adjustment Requests

- **\$67K (FY22) Transportation Director** – Currently underfilled with a Transportation Planner, this will begin a strategic recruitment process to fulfill the Director's role. For several months, Deputy City Manager Pearce has strategically worked with the various transportation divisions to increase collaboration, communication, and long-term strategic planning. As the divisions are now better organized, now is an opportune time to fill the Director's position. Given the underfilled position, only a partial budget adjustment is necessary at \$67K.
- **\$11K (FY22) Transportation Planning Reorganization** – Create manager position to direct department needs and goals and staff. Annual increase is \$30k, but prorated for the remainder of FY22 is \$11k. This will formalize the ascension of Transportation Planning to a major department and the manager will report directly to the new Transportation Director.

Fleet Fund - \$55K

- Critical personnel adjustment is necessary to recruit and retain staff that maintains some of our most expensive and important heavy-duty operating equipment – Police Cars, Electric Buses, Plow Trucks, etc. Requesting funds to align with new benchmark from recent re-evaluation of the market and combat recent rates of attrition. Our mechanics are highly sought after given their knowledge of both electric and gas equipment throughout the region and state.

Water Fund - \$50K

- Adjustment to the GIS Programmer and Public Utilities Engineer positions. Multiple declined offers have occurred due to salary, even when top of range was offered. \$50K request meets the new benchmarks from a market re-evaluation.

General Fund - \$800K YTD increased revenue, \$767,768 FY22 Adjustment Requests

- **\$42K Ice** – A part-time wage adjustment is necessary for front-facing and hard-to-fill customer service positions. This allows Ice to offer competitive wages compared to the tourism industry and MARC. For example, starting wages in Kimball Junction are a minimum of \$15/hour, some include benefits and no experience necessary. Ice must match these wages to combat labor shortages and maintain minimum staffing levels.
- **\$80K Building Maintenance** – The City's underlying building cleaning contract is expiring at the end of the year. An RFP was issued and the new contract is \$80k more than anticipated. Building Maintenance will bring the new contract to Council in the coming weeks for review and consideration.
- **\$60K IT** – The City's technology assets have continued to increase, and replacement cycles have trended towards shorter timeframes but are fraught with supply-chain issues. The need for better management controls, documentation, storage, and security continues to increase beyond standard inflation. Requesting additional funds for contract services.
- **\$109k Self-Insurance Fund** – New premium amounts have been provided by our broker for Property, Liability and Workers Compensation. Adjusting budget to reflect

actual premium amounts. Concurrently, there is an item before you to fulfill the annual placements.

- **\$50K Human Resources** – Additional funds to supplement organizational recruitment and retention programs. These include boosting amounts for HR programs – sign-on bonuses, referral bonuses, season-completion bonuses, training, and education reimbursements. These funds are particularly important to the recruitment of FY22 seasonal and part-time vacant positions.
- **\$87K Multi-Department** – Several critical positions have been difficult to recruit and remain open, such as Community Inspectors, Mechanics, Transportation Engineer, and critical Water positions. PCMC engaged Mercer to update compensation data for the most acute of these positions and with the longest vacancies/declining applicants.
 - \$80k Building –Community Inspectors (3) vacant for 205 days
 - \$7k Engineering – Transportation Engineer vacant for 125 days
- **\$339K Police** – Police, public safety, and law enforcement in Utah and around the country are in the midst of the most competitive and challenging job market the industry has seen to date. Competition from the Wasatch Front cities/towns is now a targeted exercise, whereby other municipalities are focused on attracting long time officers from other jurisdictions with strong records of community policing and exemplary service. We have both at Park City.

Recently, Summit County undertook two budget adjustments of their own this year within the same year. We estimate the cost of those mid-year adjustments at between \$300-\$350k. The Summit County Budget under review includes a 7% increase for the Sheriff's Office.

This environment has altered law enforcement compensation rapidly, leaving Park City's wages and pay scales lagging behind other cities. Park City ranks 14 out of 19 cities/towns in terms of Senior Police Officer pay. Park City's Police compensation philosophy maintains an average of the top 1-4 cities. When the Mercer study was conducted, the Police Department's pay was competitive. Since then, however, the local market fluctuation and trends have exploded.

Over the past year, Park City Police have suffered eight vacancies and several officers are being actively recruited for higher paying positions closer to where they live. Due to Park City's cost of living, most PC officers live well outside Park City. These officers are being recruited due to their experience and commitment to supporting community goals and community policing.

Accordingly, Human Resources gathered data from surrounding areas, reviewed historical pay philosophies and benefits, and presented findings to the City's internal Compensation Committee. The Committee's recommendation targets Police compensation at the 90th percentile compared to the other cities.

The total cost to achieve the 90th percentile is \$466k. Given the strong financial position of Park City, we recommend an immediate adjustment to the 80th percentile (\$339k), and any remainder considered as part of the standard FY23 budgeting process.

Capital Fund Adjustments - Adjustments related to increased impact fee revenue or grants

- **CP0041 Trails Master Plan Implementation**
 - Increased Impact Fees by \$72,691 as a result of higher impact fee revenue than expected.
- **CP0323 Dog Park Improvements**
 - Increased Impact Fees by \$15,000 as a result of higher impact fee revenue than expected.
- **CP0292 Cemetery Improvements**
 - Increased budget by \$48,000 through the General Fund transfer. Zero-sum budget increase by reducing impact fee funding.
- **CP0531 Prospector Park Improvements**
 - Increased Impact Fees by \$198,489 as a result of higher impact fee revenue than expected. This increase is intended to fully fund the project improvements as opposed to the previous incremental strategy
- **CP0019 Library Development & Donations**
 - Increased State Contribution line item by \$6,138 after receiving a library Lender Support Grant from the State of Utah for FY22.
- **New CIP Lite Deed Restriction Program**
 - \$1M allocated to program from housing funds (internally allocates the money received from the PCFD for land to create a firehouse in the Quinn's Junction area).

Transportation Fund

- **CP0554 Emerging Tech in Transit**
 - Increased State Contribution line by \$80,000 as a result of a grant award from the Utah Department of Transportation for studying emerging technologies in transportation
 - Increased Transit Sales Tax to \$40,000 to provide matching funds for UDOT grant

Grants - Adjustments to reflect revenue from new grants or previous year rollover

- **Ice:** Requesting to rollover \$2,000 grant funds from the Solomon Fund - No programming in FY21 due to COVID
- **Library:** Requesting to rollover \$6,137 in grant funds from the State Library for a Lender Support Grant

Fee Schedule – Minor Updates

Section 5.3 Dispatching Fee

- Remove 5.3 as it is no longer relevant due to the County taking over dispatch services

Section 7.11 Garage and Surface Lot Parking Rates

- The Parking Department is requesting to eliminate the 'first hour free' in China Bridge and begin paid parking at 6 pm daily rather than 5 pm

Exhibits

A – FY22 Adjusted Budget Adoption Ordinance

B – FY22 Updated Fee Schedule

Ordinance No. ____

**AN ORDINANCE ADOPTING AN ADJUSTED BUDGET FOR FY 2022 FOR
PARK CITY MUNICIPAL CORPORATION.**

WHEREAS, Utah State law requires that city budgets be adopted by ordinance; and

WHEREAS, a public hearing was held on December 9, and December 16, 2021 at the City Council's regularly scheduled meetings, complying with State law.

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

SECTION 1. 2022 ADJUSTED BUDGET ADOPTED. The budget as outlined in the City Council Adopted Budget adopted on June 24, 2021 and with changes as summarized in the Attachments to this ordinance is hereby adopted as the Adjusted FY 2022 Operating Budget for Park City Municipal Corporation.

SECTION 2. EFFECTIVE DATE. The 2022 Adjusted Budget shall take effect upon publication.

PASSED AND ADOPTED this 16th day of December, 2021.

PARK CITY MUNICIPAL CORPORATION

Mayor Andy Beerman

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

City Attorney's Office

PARK CITY FEE SCHEDULE – Effective July 1, 2021

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SECTION 1. CONSTRUCTION AND DEVELOPMENT RELATED FEES

1.1 PLANNING FEES

1.1.1 Plat/Subdivision *

Plat Amendment	\$900.00 per application
Subdivision	\$290.00 per lot/parcel
Administrative lot line adjustment	\$300.00 per application
Extension of Approval	\$330.00 per application

Condominium

Condominium or timeshare conversion	\$450.00 per unit
Record of Survey	\$450.00 per unit
Amendment to Record of Survey	\$100.00 per unit affected
Extension of Approval	\$330.00 per application

1.1.2 Master Planned Development (MPD) Process *

Pre-Master Planned Development	\$1,200.00
<i>Application includes one formal staff review and Planning Commission review of compliance with General Plan that includes a public hearing. If applicant files for formal Master Planned Development the \$1,200 will apply toward the application fee.</i>	
Master Planned Development	\$560.00 per unit equivalent
Modification to an MPD	\$330.00 per unit equivalent

1.1.3 Conditional Use Permit (CUP) *

Planning Commission Review	\$1,140.00 per application
Steep Slope Review	\$1,330.00 per application
Administrative Staff Review	\$330.00 per application
Extension or Modification	\$330.00 per application

1.1.4 Zone Changes *

\$1,650.00

1.1.5 Board of Adjustment *

Variance	\$940.00 per application
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1.1.6 Architectural and Design Review

Historic District/Site

New residential construction <1000 sf	\$200.00 per application
New residential construction >=1000 sf	\$750.00 per application
Commercial review	\$200.00 per unit equivalent for the first 10 units \$15.00/ue after

Non-Historic District/Site

New Residential - SF/Duplex	\$200.00 per application
Multi-Family/Commercial	\$100.00 per unit equivalent up to 10 units then \$15.00/ue after
Residential Additions	\$100.00 per application
Commercial Additions	\$100.00 per unit equivalent up to 10 units then \$15.00/ue after

- 1.1.7 Historic Review *
 Historic Design Review (no increase in existing area) \$210.00
 Historic Design Review (increase in existing area) \$1,030.00
 Determination of Significance \$350.00
 Certificate of Appropriateness for Demolition \$300.00
- 1.1.8 Land Management Code Review * \$2,000.00 per application
- 1.1.9 General Plan Amendment * \$2,000.00 per application
- 1.1.10 Sign Review
 Master Sign Plan Review \$320.00
 Amendment to Master Sign Plan \$120.00
 Individual sign permit \$120.00 (\$118.80) plus 1% state tax
 Sign permit under master sign plan \$130.00 (\$128.70) plus 1% state tax
 Temporary Sign Permit \$60.00 (\$59.40) plus 1% state tax
- 1.1.11 Annexation * \$5,850.00
 Annexation Fiscal Impact Analysis \$1,550.00
plus actual cost of City approved consultant fee
 Modification to Annexation Agreement \$4,150.00
- 1.1.12 Appeals Fees *
 Appeals to Board of Adjustment \$500.00
 Appeals to City Council \$500.00
 Appeals to Historic Preservation Board \$500.00
 Appeals to Planning Commission \$500.00
- 1.1.13 TDR – Development Credit Determination \$100.00
- 1.1.14 Refund of Withdrawn Planning Applications
 In the case of a withdrawal of an application, the associated fees shall be refunded, less the actual cost for professional services rendered by City staff.
- 1.1.15 Reactivation Fee
 For projects that have been inactive by the applicant for more than six months a Reactivation Fee of 50% of orig. application fee will be assessed
- 1.1.16 Attorney or Other Professional Services
 Reimbursement for actual expense incurred
- 1.1.17 Mailing Fee
 In addition to the Application Fee listed, the Applicant will also be responsible for a separate payment for the mailing of a property notice. A \$1.00 fee will be assessed per piece of mail that needs to be sent. The specifics on which Applications require property notices to be sent and to whom can be found in Land Management Code § 15-1-21, *Notice Matrix*.

* Projects under these classifications may be assessed the additional cost of the property posting and courtesy mailing as required by Land Management Code regulations at the time of submittal.

1.2 BUILDING FEES

1.2.1 Impact Fee Schedule Impact fees are now located in the Park City Municipal Code, Title 11, Chapter 13.

1.2.2 Building Permit

Total Valuation Free – Calculated by the actual value of construction, excluding the value of on-site renewable energy systems (including solar voltaic systems, ground source heat pumps and solar hot water)

\$1.00 and up 1% of the total valuation of construction as herein above described with a minimum fee of \$15.00.

1.2.3 Plan Check Fees

a. Deposit. On buildings requiring plan checks at the time of building permit application, the applicant shall pay a deposit of \$500.00 for residential buildings; and \$2,000.00 for commercial buildings. The deposit shall be credited against the plan check fee when the permit is issued. This deposit is non-refundable in the event permits are not issued.

b. Fee. Except as otherwise provided herein, the plan check fee shall be equal to sixty-five percent (65.0%) of the building permit fee for that building. The plan check fee for identical plans shall be charged at a rate of \$54.26 per hour of total Community Development staff time. As used herein, identical plans means building plans submitted to Park City that: (1) are substantially identical to building plans that were previously submitted to and reviewed and approved by Park City; and (2) describe a building that is: (A) located on land zoned the same as the land on which the building described in the previously approved plans is located; and (B) subject to the same geological and meteorological conditions and the same law as the building described in the previously approved plans.

1.2.4 Mechanical Permit

Plus 1% State Surcharge

See fee table below. Building Department enters the total valuation for materials and labor for each sub-permit into the Fee Table to determine the permit fee.

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.0 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00

\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof
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1.2.5 Electrical Permit

See fee table below.

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.0 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

1.2.6 Plumbing Permit

See fee table below.

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.0 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

1.2.7 International Fire Code Fee Issuance Fee

\$20.00

In Addition:

Aircraft Refueling Vehicles	\$30.00
Open Burning	\$50.00
Candles and Open Flames in Assembly Area	\$50.00
Compressed Gas	\$30.00
Explosives or Blasting Agents	\$150.00
Fireworks (Displays)	\$150.00
Firework (Sales)	\$75.00
Flammable Liquids	\$15.00
Flammable or Combustible Liquid Tanks	\$130.00
Hot Work (welding)	\$15.00
Liquefied Petroleum Gases (heaters and devices up to 5 units)	\$55.00 Liquefied
Petroleum Gases (heaters and devices) each additional unit	\$11.00 Liquefied
Petroleum Gases on an active construction site (125+ gal) Assembly	\$130.00 Places of \$50.00
Vehicles (liquid or gas fueled) within a building	\$130.00
Others not listed	\$15.00

Tents, air-supported structures and trailers \$.20 per square foot. Temporary structures built to permanent standards will be subject to fees set forth in Section 1.2.2. For plans already on file and approved, the fee will be reduced to \$.13 per square foot.

1.2.8 Grading Plan Review and Permit Fees

See fee table below.

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.0 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

1.2.9 Soil Sample Fee \$100.00

1.2.10 Demolition Permit Fee

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00

\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.0 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

1.2.11 Flatwork Permit

Total valuation.

\$1.00 and up 1% of the total valuation of construction as herein above described with a minimum fee of \$15.00. Flatwork permits are subject to Plan Check fees as described above.

1.2.12 Other Inspections and Fees

Inspections outside normal business hours*	\$150.00 per hour (minimum charge 2 hours)
Re-inspection fee	\$150.00 per hour (minimum charge 1 hour)
Additional inspection services*	\$75.00 per hour (minimum charge 1 hour)
Starting work without a permit (first offense)	Double (x2) the building permit fee
Continuing work without a permit (second offense)	Quadruple (x4) the building permit fee
For use of outside consultants for plan reviews, inspections or both	Actual cost**

*Or the total hourly cost to the City, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employee involved. These services will be offered based on inspector availability.

** Actual Cost includes administrative and overhead costs.

1.3 **ENGINEERING FEES**

1.3.1 Construction Inspection Fees. Prior to receiving a building permit, a notice to proceed or plat approval, developers shall pay a fee equal to six percent (6%) of the estimated construction cost as determined by the City Engineer. In projects with private street systems that limit city inspection requirements to water, drainage, and other improvements, but not to streets, the inspection fee shall be four percent (4%) of the estimated construction cost of the improvements to be inspected as determined by the City Engineer. The city, upon notice to the developer, may charge the developer a fee of \$75.00 per man-hour to recoup costs to the city above the fee charged. The city may also charge \$75.00 per man-hour for re-inspections of work previously rejected.

1.3.2 Permit to Work in Public Right-of-Way

\$200.00 fee plus \$2,000.00 letter of credit or cashier's check plus proof of insurance

1.4 ADMINISTRATIVE CODE ENFORCEMENT (ACE) FEES

1.4.1 Civil Fee Schedule

Daily Violation Fee	\$100.00 per day
Re-inspection Fee	\$75.00

1.4.2 Operating without a Type 2 CSL \$800.00 per violation

SECTION 2. UTILITY FEES

2.1 WATER IMPACT FEES. Water Impact Fees are located in the Park City Municipal Code, Title 11, Section 13.

2.2 MONTHLY WATER METERED SERVICES FEE SCHEDULE:

2.2.1 Base Rates & Meter Price (For all water billed on or after July 1, 2020).

2.2.1.1 Single Family Residential

Meter Size	FY22 Base Rate	FY22 Meter Price
3/4"	\$53.63	\$850.78
1 "	\$72.40	\$977.82
1.5"	\$85.86	\$1,391.13

2.2.1.2 Multi-Family Residential or Commercial

Meter Size	FY22 Base Rate	FY22 Meter Price
3/4"	\$69.51	\$850.78
1"	\$117.97	\$977.82
1.5"	\$252.00	\$1,391.13
2 "	\$525.52	\$2,460.63
3"	\$1,367.65	\$2,910.96
4"	\$2,482.88	\$5,072.44
6"	\$4,680.31	\$7,891.71
8"	\$8,059.91	\$11,852.83

2.2.1.3 Irrigation

Meter Size	FY22 Base Rate	FY22 Meter Price
3/4"	\$115.19	\$850.78
1"	\$194.93	\$977.82
1.5"	\$416.41	\$1,391.13
2"	\$868.38	\$2,460.63
3"	\$2,259.77	\$2,910.96
4"	\$4,102.91	\$5,072.44
6"	\$7,734.17	\$7,891.71

2.2.1.4 Construction Base Rate: \$311.66

2.2.1.5 Necessitous

Base Rate: \$4.58

2.2.2 Water Consumption Rates. The following water consumption rates apply. Relief in the event of a leak may be granted, consistent with the leak policy.

2.2.2.1 Single Family Residential

	Block 1	Block 2	Block 3	Block 4	Block 5	Block 6
Price per 1,000 gallons	\$6.68	\$10.71	\$11.27	\$14.60	\$17.41	\$30.43
Gallons in Block	0-5,000	5,001-15,000	15,001-25,000	25,001-35,000	35,001-55,000	Over 55,000

2.2.2.2 Multi-Family Residential

	Block 1	Block 2	Block 3	Block 4
Price per 1,000 gallons	\$7.91	\$10.71	\$17.41	\$26.81
3/4" Meter, Allowance in Block	0-10,000	10,001-36,000	36,001-80,000	Over 80,000
1" Meter, Allowance in Block	0-17,000	17,001-57,000	57,001-120,000	Over 120,000
1.5" Meter, Allowance in Block	0-30,000	30,001-100,000	100,001-200,000	Over 200,000
2" Meter, Allowance in Block	0-48,000	48,001-160,000	160,001-320,000	Over 320,000
3" Meter, Allowance in Block	0-96,000	96,001-320,000	320,001-640,000	Over 640,000
4" Meter, Allowance in Block	0-150,000	150,001-500,000	500,001-1,000,000	Over 1,000,000
6" Meter, Allowance in Block	0-180,000	180,001-600,000	600,001-1,200,000	Over 1,200,000

2.2.2.3 Commercial

	Block 1	Block 2
Price per 1,000 gallons	\$9.39	\$14.54
3/4" Meter, Allowance in Block	0-150,000	Over 150,000
1" Meter, Allowance in Block	0-300,000	Over 300,000
1.5" Meter, Allowance in Block	0-500,000	Over 500,000
2" Meter, Allowance in Block	0-750,000	Over 750,000
3" Meter, Allowance in Block	0-1,200,000	Over 1,200,000
4" Meter, Allowance in Block	0-1,700,000	Over 1,700,000
6" Meter, Allowance in Block	0-1,700,000	Over 1,700,000

2.2.2.4 Irrigation

	Block 1	Block 2
Price per 1,000 gallons	\$11.44	\$18.61
3/4" Meter, Allowance in Block	0-56,000	Over 56,000
1" Meter, Allowance in Block	0-90,000	Over 90,000
1.5" Meter, Allowance in Block	0-185,000	Over 185,000

2" Meter, Allowance in Block	0-300,000	Over 300,000
3" Meter, Allowance in Block	0-600,000	Over 600,000
4" Meter, Allowance in Block	0-935,000	Over 935,000
6" Meter, Allowance in Block	0-1,865,000	Over 1,865,000

2.2.2.5 Construction \$12.24 per 1,000 gallons

2.2.2.6 Necessitous

The Necessitous Base Rate includes 10,000 gallons. Water consumption above 10,000 gallons is charged per the Single Family Residential rate structure in paragraph 2.2.2.1.

2.2.2.7 Contract Rules

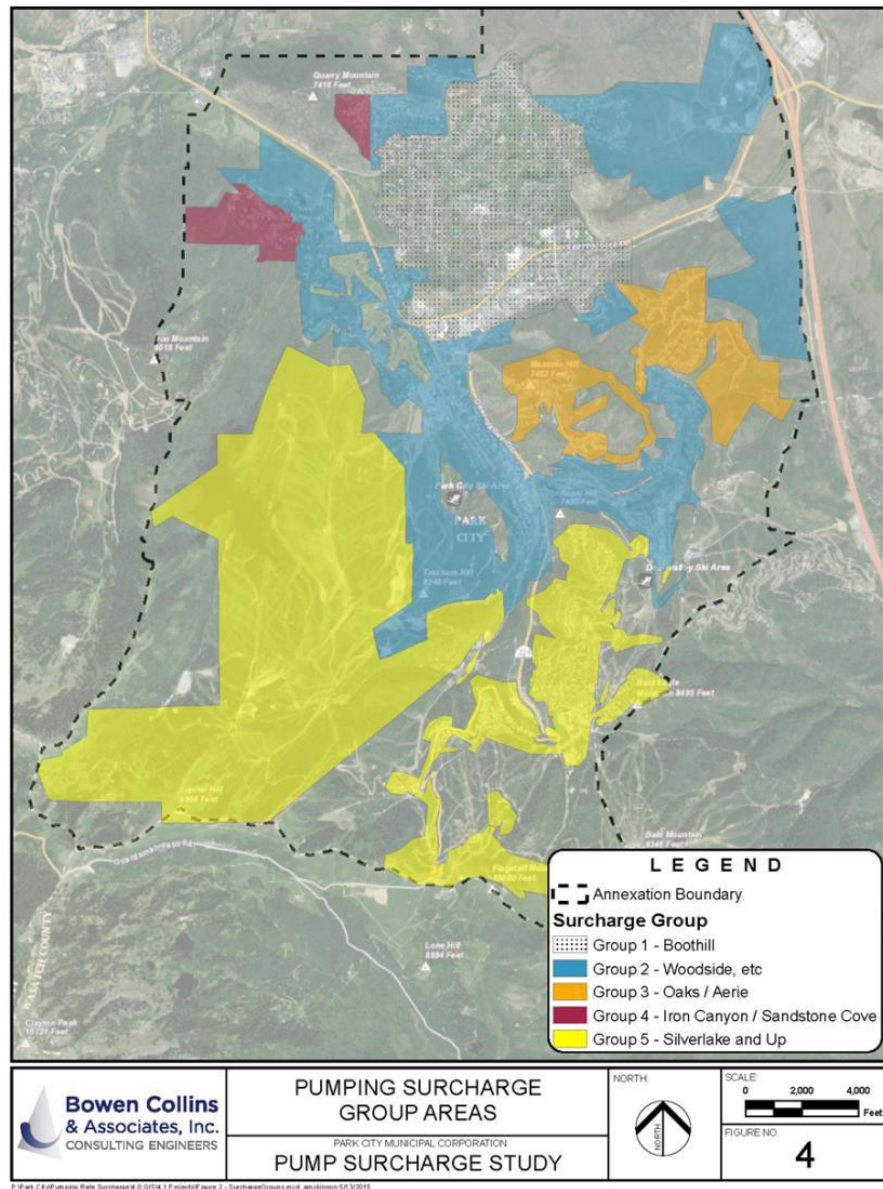
The City will honor the rates as they are set by a Council approved contract.

2.2.3 Energy Surcharge (For all water billed on or after July 1, 2020). All water billed under 2.2.2, except for paragraph 2.2.2.7 Contract Rules, shall be billed a location dependent Energy Surcharge, comprised of a Pumping Surcharge and an Efficiency Optimization Surcharge.

2.2.3.1. Surcharge Group

The following table and associated map identify an account's Surcharge Group Number. Conflicts between the map and the table will be resolved by reference to the table.

Surcharge Group No.	Surcharge Group	Pressure Zone Numbers Included in Group
1	Boothill	29
2	Woodside, etc	8,10,17,18,19,20,21,22,
		23,24,25,26,27,42,48,49,30,32
3	Oaks / Aerie	11,12,13,14,15,16
4	Iron Canyon / Sandstone Cove	28,31
5	Silver Lake and Up	1,37,2,3,4,5,6,7,
		34,38,39,40,41



2.2.3.2 Energy Surcharge

An Energy Surcharge shall be assessed by Surcharge Group and at a price per 1,000 gallons by as follows:

Group No	Pumping Surcharge	Energy Optimization Surcharge	Total Energy Surcharge
1	\$0.00	\$0.55	\$0.55
2	\$0.53	\$0.80	\$1.33
3	\$1.19	\$1.12	\$2.31
4	\$1.59	\$1.31	\$2.90
5	\$2.30	\$1.65	\$3.95

2.3 WATER VIOLATION PENALTIES

\$150.00	first violation
\$200.00	second violation
\$400.00	third violation
\$500.00	fourth violation
\$750.00	for the fifth violation and for each subsequent violation within that calendar year.

2.4 WATER SERVICE REINSTATEMENT FEE

The reinstatement fee shall be assessed at reconnection, based on the amount of time since the account was last active.

Time since last active	Amount
0-30 days	\$100.00
31-60 days	Two month's base rate as previously billed.
61-90 days or more	Three month's base rate as previously billed.

2.5 WATER METER TESTING FEE \$500.00 per test

2.6 WATER LABOR RATE \$50.00 per hour (rounded up to the nearest half hour)

2.7 WATER PARTS & SUPPLIES RATE Cost + 15% stocking fee

2.8 FIRE HYDRANT METER DEPOSIT FEE

2 Inch Meter	\$1,950.00
¾ Inch Meter	\$500.00
Fire hydrant wrench deposit fee	\$50.00
Meter Radio	\$200.00

2.9 RENTER DEPOSIT \$50.00

2.10 NON-MAILED SHUT-OFF NOTICE FEE \$75.00

2.11 IMPROPER WATER SHUT-OFF OR TURN ON \$250.00

2.12 STORMWATER FEE

2.12.1 An Equivalent Surface Unit or ESU \$6.66

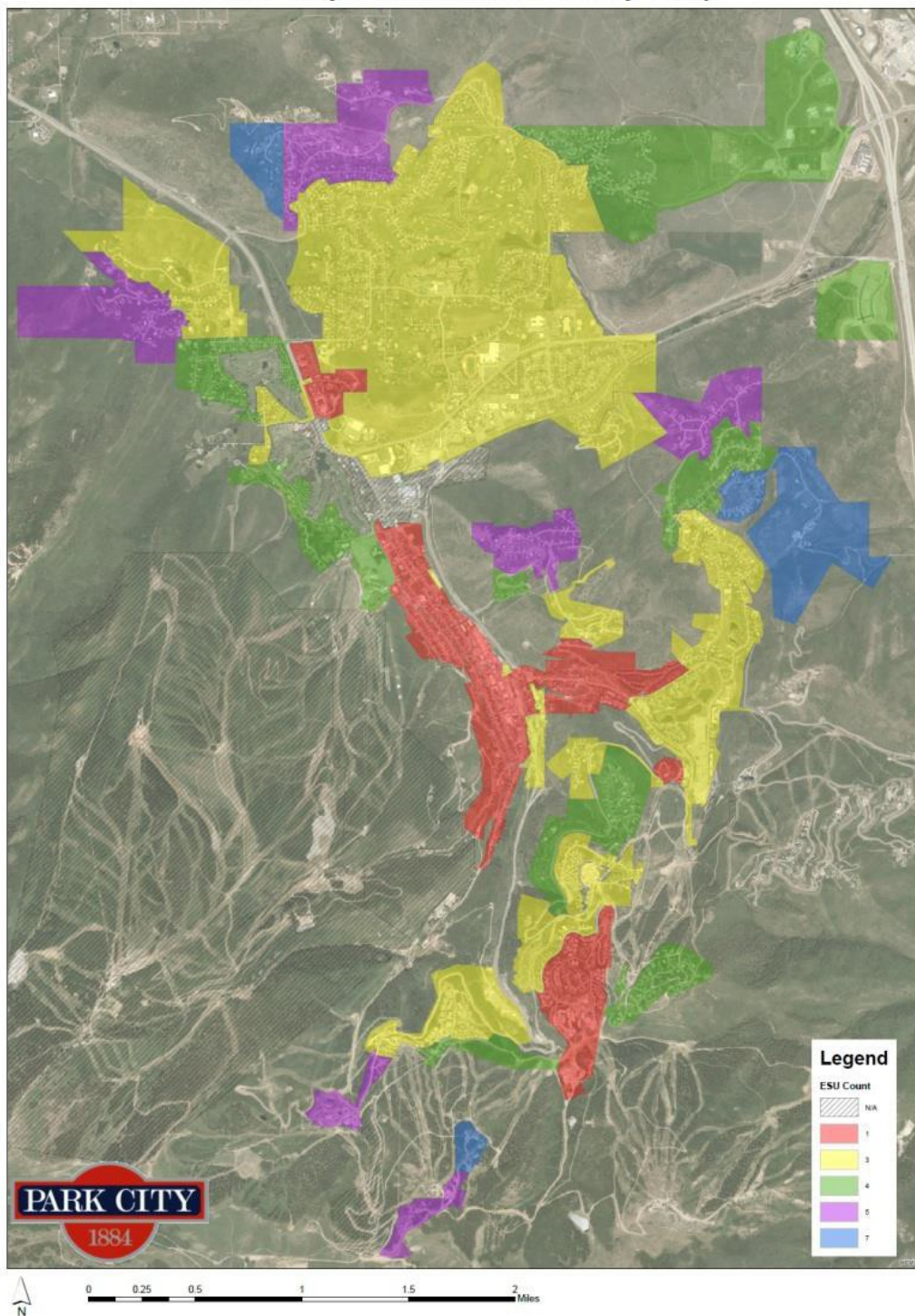
2.12.1.1 Green Infrastructure Reduction

After submittal of a complete application for a Green Infrastructure ESU reduction, an account may be eligible for a reduction of up to 20% of the ESU fee listed in 2.12.1.2.

2.12.2 Single Family Residential Initial Assignment

A Single Family Residential property shall be assigned an ESU number based the following map. The assignment may be changed based on an evaluation of an individual property.

Park City Stormwater Utility Map



The default Residential ESU Map was updated to reflect the construction that has occurred in Park City Heights. A new average in the Phase I decreases the default ESU count of 4 to a default of 2. All other zones remain the same.

2.12.3 Multi-Family Residential Initial Assignment

A Multi-Family Residential property shall be assigned 1 ESU per dwelling unit. This assignment may be changed based on an evaluation of an individual property.

SECTION 3. SPECIAL MEETINGS FEES

3.1 SPECIAL COUNCIL MEETING

\$270.00 for initial 30 minutes and
\$133.00 per 30 minutes thereafter

When a special council meeting (not regularly scheduled) must be called to accommodate an applicant for a license, permit or any other issue not requested by Council or staff, the applicant will be assessed a \$270 fee per application. If the meeting is longer than 30 minutes the applicant will be charged an additional \$133 per 30 minute increment thereafter.

3.2 TYPE 2 CSL SPECIAL MEETING

\$76.00 per applicant

SECTION 4. BUSINESS LICENSING

4.1- 4.5.

PARK CITY BUSINESS LICENSE FEE SCHEDULE									
Transit Service Enhancement Fee		Festival Facilitation, Service Enhancement Fee		Enhanced Enforcement Fee		Administrative Fee			
Rate	Unit of Measure	Rate	Unit of Measure	Rate	Unit of Measure	Rate Renewals	Rate New/ Inspections	Unit of Measure	
Ski Resort	\$0.26	Skier Day	\$0.01	Skier Day	-	\$22.00	\$149.00	License	
Lodging	\$19.25	Per Bedroom	\$9.49	Per Bedroom	-	\$17.00	\$149.00	License	
Restaurant	\$0.23	Per Sq. Ft.	\$0.10	Per Sq. Ft.	-	\$22.00	\$149.00	License	
Outdoor Dining	\$0.06	Per Sq. Ft.	\$0.03	Per Sq. Ft.	-	\$22.00	\$149.00	License	
Retail	\$0.23	Per Sq. Ft.	\$0.10	Per Sq. Ft.	-	\$22.00	\$149.00	License	
Large Retail (>12,000 sq. ft.)	\$0.16	Per Sq. Ft.	\$0.07	Per Sq. Ft.	-	\$22.00	\$149.00	License	

Transit Service Enhancement Fee			Festival Facilitation, Service Enhancement Fee		Enhanced Enforcement Fee		Administrative Fee		
Rate		Unit of Measure	Rate	Unit of Measure	Rate	Unit of Measure	Rate Renewals	Rate New/Inspections	Unit of Measure
Office, Service, Other	\$0.21	Per Sq. Ft.	\$0.01	Per Sq. Ft.	-	-	\$22.00	\$149.00	License
Warehouse	\$0.06	Per Sq. Ft.	\$0.00	Per Sq. Ft.	-	-	\$22.00	\$149.00	License
Resort and Amusement	\$1.04	Per User	\$0.05	Per User	-	-	\$22.00	\$149.00	License
For-Hire Ground Transportation Vehicles	\$37.50	Per Vehicle	\$1.75	Per Vehicle	\$45.58	Per Vehicle	\$71.83	\$71.83	License
Other Commercial Vehicles and Trailers	\$7.50	Per Vehicle	\$0.29	Per Vehicle	-	-	\$22.00	\$74.00	License
Employee Based	\$3.75	Per Employee	\$0.15	Per Employee	-	-	\$22.00	\$149.00	License
Commercial Vending, Game and Laundry Machines	\$18.75	Per Machine	\$0.73	Per Machine	-	-	\$22.00	\$149.00	License
Escort Services	\$3.75	Per Employee	\$0.15	Per Employee	\$46.19	Per Employee	\$22.00	\$149.00	License
Solicitor	\$10.50	Per Solicitor	\$2.50	Per Solicitor	-	-	\$74.00	\$74.00	License

	Transit Service Enhancement Fee		Festival Facilitation, Service Enhancement Fee		Enhanced Enforcement Fee		Administrative Fee		
	Rate	Unit of Measure	Rate	Unit of Measure	Rate	Unit of Measure	Rate Renew-als	Rate New/Inspections	Unit of Measure
Alcoholic Beverage/ Single Event Alcoholic Beverage	\$27.92	Per License	\$12.50	Per License	\$45.58	Per License	\$100.00	\$100.00	License
Type 1 CSL	\$0.23	Per Sq. Ft.	\$0.10	Per Sq. Ft.	-	-	-	\$149.00	License
Type 2 CSL	\$288.00	Per License	\$125.00	Per License	\$45.58	Per License	-	\$372.00	License
Type 3 CSL	-	-	-	-	-	-	-	\$149.00	License
Outdoor Sales	*In addition to regularly issued business license							\$5.00	License
Outdoor Sales-Promotion by Merchants Association	*In addition to regularly issued business license							\$4.00	License
Outdoor Sales-Seasonal Plants								\$50.00	License

SECTION 5. MISCELLANEOUS LAW ENFORCEMENT FEES.

5.1 Alarm Monitoring Fees

\$100.00 Cash deposit to be posted at time of installing each alarm system within the Park City limits.

\$ - 0 - First response within 6 months, no fee deducted from \$100.00 bond.

\$25.00 Second response to premise within 6 months, and for each subsequent response to said premise. [\$25 deducted from bond].

5.2 Direct Access Alarms

\$100.00 Per alarm connected through a direct access device, and not per alarm company, for the initial installation of the alarm.

\$50.00 Per year, per alarm for subsequent years or parts thereof.

~~5.3 Dispatching Fee~~

~~\$100.00 Per month for each private agency being dispatched from the City Communication Center.~~

5.3 Vehicle Impound Fee

\$20.00 Per vehicle, per impound (also see Section 7.7).

5.4 Contract Law Enforcement Services

Police Officer (per employee, per hour - four hour minimum) \$75.00

Holiday (per employee, per hour - four hour minimum) \$165.00

SECTION 6. GRAMA (Government Records Access and Management Act) FEES.

6.1 Copies. Copies made at a city facility: \$.10 per page*. Double-sided copies shall be charged as two pages. **For police records requests, see Section 6.6.*

6.2 Copies from outside copiers. The city reserves the right to send the documents out to be copied and the requestor shall pay the actual cost to copy the documents, including any fee charged for pick-up and delivery of the documents.

6.3 Copies retrieved from Utah State Archives or other storage facility. In addition to the copy fee, the requester must pay actual cost for staff time and mileage (computed using the current official federal standard mileage rate).

6.4 Compiling Documents in a form other than that normally maintained by the City, pursuant to U.C.A. 63G-2-203 (2016). In the event the City compiles a record in a form other than that normally maintained by the City, the actual costs under this section may include the following:

(2)(a)(i) the cost of staff time for compiling, formatting, manipulating, packaging, summarizing, or tailoring the record either into an organization or media to meet the person's request;

(ii) the cost of staff time for search, retrieval, and other direct administrative costs for complying with a request; and

(iii) in the case of fees for a record that is the result of computer output other than word processing, the actual incremental cost of providing the electronic services and products together with a reasonable portion of the costs associated with formatting or interfacing the information for particular users, and the administrative costs as set forth in Subsections (2)(a)(i) and (ii).

(b) An hourly charge under Subsection (2)(a) may not exceed the salary of the lowest paid employee who, in the discretion of the custodian of records, has the necessary skill and training to perform the request.

(c) Notwithstanding Subsections (2)(a) and (b), no charge may be made for the first quarterhour of staff time.

6.5 Fee Waiver for Public Benefit. The City may fulfill a record request without charge if it determines that: releasing the record primarily benefits the public rather than a person; the

individual requesting the record is the subject of the record, or an individual specified in U.C.A. Subsection 63G-2-202(1) or (2); or the requester's legal rights are directly implicated by the information in the record, and the requester is impecunious.

6.6 Requests for Police Records

- \$10.00 per police report/traffic accident report
- \$20.00 per CD (compact disc) of Video or Photographs
- \$5.00 per printed color photograph
- \$15.00 per fingerprinting request

SECTION 7. PARKING, METER RATES, VIOLATIONS, TOWING, AND IMPOUND FEES

7.1 Fines for meter violations are as follows:

First violation per registered owner(s): No fine or late fees. Vehicle license plate and/or VIN numbers will be logged into the system and a courtesy card issued to welcome to Main Street and educate user on the meter system.

Second thru Fifth (2nd - 5th) violation per registered owner(s):

Effective July 1, 2019
\$35.00 from the date of violation until fourteen (14) days following the violation,
escalating to:
\$38.00 after 14 days;
\$41.00 after 30 days;
\$43.00 after 60 days

More than five (>5) violations per registered
owner(s):

Effective July 1, 2019
\$70.00 from the date of violation until fourteen (14) days following the violation,
escalating to:
\$77.00 after 14 days;
\$84.00 after 30 days;
\$88.00 after 60 days

7.2 Fines for mobility disabled space violations are as

follows: Effective July 1, 2019
\$270.00 from the date of violation until fourteen (14) days following the
violation,
escalating to:
\$297.00 after 14 days;
\$326.00 after 30 days;
\$344.00 after 60 days

7.3 Fines for special event parking violations. When enacted by the City Manager under Section 7.7, the fines for special event parking violations are as follows:

A. Egregious violations (i.e., obstructing traffic on Main Street or along bus routes) or mobility disabled space violations. \$150.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$165.00 after 14 days;
\$181.00 after 30 days;
\$189.00 after 60 days

B. Fines for all other special event parking violations.

Effective December 15, 2017

\$145.00 from the date of violation until fourteen (14) days following the violation

\$145.00 after 14 days;
\$145.00 after 30 days;
\$145.00 after 60 days

7.4 FINES FOR TIME LIMIT PARKING VIOLATIONS are as follows:

Effective July 1, 2019

\$35.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$38.00 after 14 days;
\$41.00 after 30 days;
\$43.00 after 60 days

Second thru Fifth (2nd - 5th) violation per registered owner(s):

Effective July 1, 2019

\$35.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$38.00 after 14 days;
\$41.00 after 30 days;
\$43.00 after 60 days

More than five (>5) violations in the previous three years per registered owner(s):

Effective July 1, 2019

\$70.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$77.00 after 14 days;
\$84.00 after 30 days;
\$88.00 after 60 days

7.5 Fines for all other parking violations are as

follows: Effective July 1, 2019

\$40.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$44.00 after 14 days;
\$48.00 after 30 days;
\$50.00 after 60 days

Second thru Fifth (2nd - 5th) violation per registered owner(s):

Effective July 1, 2019

\$66.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$72.00 after 14 days;

\$79.00 after 30 days;

\$82.00 after 60 days

More than five (>5) violations per registered owner(s):

Effective July 1, 2019

\$66.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$72.00 after 14 days;

\$79.00 after 30 days;

\$82.00 after 60 days

7.6 Parking Permits.

China Bridge Parking Permits –Business Permit: Businesses with a Main Street area address and a valid business license are eligible to purchase a parking permit(s) valid for China Bridge and Gateway covered areas. The permit is not valid during major events. Alternative parking areas may be provided for these events. This permit allows parking beyond the 6 hour limit not to exceed 72 hours at one time in a parking space. Cost for this permit is \$400.00 annually, \$200.00 if purchased after April 1st of each calendar year. A replacement permit can be purchased for \$200.00 subject to approval by the Parking Manager.

Drop & Load Parking Permits - \$200 per vehicle annually, \$100 replacement permit
Ground Transportation, Lodging and TNC Companies with a valid business license per Title 4-8 and Title 9 are eligible to purchase a parking permit(s) valid for Drop and Load areas during timeframes, seasons, Special Events, and locations as approved by the Parking Manager and City Manager. Drop and Load parking permits may be transferable between vehicles.

7.7 Special Event Parking. The City Manager may implement Special Event Parking Permit Fees, Special Event Meter Rates and/or Special Event Parking Fines for events held under a Master Festival License. The fee for these Special Event Parking Permits and Special Event Meter Rates will not exceed \$60.00 per day.

7.8 Tow and Storage Fees. Vehicles towed from City parking and stored in private lots are subject to Utah State allowed amounts as outlined in the Park City Police Department Towing Rate Schedule. Vehicles towed from City parking and stored in private lots are subject to Utah State allowed amounts as outlined in the Park City Police Department Towing Rate Schedule.

Vehicles relocated from/to City parking are subject to administrative/towing fees up to \$100.

7.9 Immobilization Fee \$35.00

7.10 Fees for Special Use of Public Parking are as follows:

Main Street, Heber Avenue, Park Avenue (Heber to 9th St): Daily rate of \$16.00
per space
Swede Alley: Daily rate of \$12.00
per space

Sandridge, South City Park, Residential Permit Zones:	Monthly rate of \$20.00 per space
a. Up to two spaces for vehicle parking with approved and active building permit	\$0.00
b. Vehicle Permits	\$20.00 per space per month
c. Dumpster or Equipment Permit	\$50.00 per space per month

Pay station removal for construction:	\$1,000.00
Application Fee:	\$20.00

Applications are reviewed by appropriate divisions, such as Parking Services, Transportation, Police, Building Departments, and Special Events.

7.11 Garage and Surface Lot Parking Rates, Effective December 15, 2017:

Peak Season, December through April 15 and June through September

China Bridge:

11:00 a.m.- 6:00 p.m. – FREE, no hourly
max 6:00 p.m.-Midnight –
\$3.00/hour, no hourly max

Hourly rate may be modified, and may not exceed \$4.00/hour
Lost ticket fee will equal the maximum daily fee

Swede Alley, Flag Pole, & Bob Wells Plaza:

AM – FREE, 4 hour max
11:00 a.m.-5:00p.m. – FREE, 4 hour max
5:00 p.m.-Midnight – \$3.00/hour, 4 hour max
Hourly rate may be modified, and may not exceed \$4.00/hour

North Marsac:

AM-5:00 p.m. – FREE, 24 hour max
5:00 p.m.-Midnight – \$1.00/hour, 24 hour max
Hourly rate may be modified, and may not exceed \$3.00/hour

Sandridge:

AM-5:00 p.m. – FREE, 72 hour max
5:00 p.m.-Midnight – FREE, 72 hour max

South Marsac:

AM-5:00 p.m. – FREE, 2 hour max
5:00 p.m.-Midnight – FREE, 2 hour max

West Heber, between Main Street and Park Avenue:

11:00 a.m.-5:00 p.m. – \$2.00/hour, 3 hour max
Hourly rate may be modified, and may not exceed \$3.00/hour

5:00 p.m.-Midnight – \$4.00/hour, 3 hour max
Hourly rate may be modified, and may not exceed \$5.00/hour

Park Avenue:

6:00 a.m.-2:00 a.m. – FREE, 2 hour max

East Heber, between Main Street and Swede Alley:

6:00 a.m.-2:00 a.m. – Load Zone, 2 hour max.

Gateway top level:

FREE for Main Street permit holders

Non-Peak Season, April 15 through May and October through November

China Bridge:

11:00 a.m.-6:00 p.m. – FREE-No hourly max
6:00 p.m.-Midnight \$1.00/hour, no hourly max
Hourly rate may be modified, and may not exceed \$3.00/hour Lost
ticket fee will equal the maximum daily fee

Swede Alley, Flag Pole, & Bob Wells Plaza:

AM – FREE, 4 hour max
11:00 a.m.-5:00 p.m. – \$1.50/hour, 4 hour max
Hourly rate may be modified, and may not exceed \$3.00/hour

5:00 p.m.-Midnight – \$1.50/hour, 4 hour max
Hourly rate may be modified, and may not exceed \$3.00/hour

Sandridge/North Marsac:

AM-5:00 p.m. – FREE, no hourly max
5:00 p.m.-Midnight – FREE, no hourly max

7.12 Meter rates are as follows:

Effective December 15, 2017

Peak Season

AM – FREE, no hourly max
11:00 a.m.-5:00 p.m. – \$2.00/hour, 3 hour max
Hourly rate may be modified, and may not exceed \$3.00/hour

5:00 p.m.-Midnight – \$4.00/hour, 3 hour max
Hourly rate may be modified, and may not exceed \$5.00/hour

Non-Peak Season

AM – FREE, no hourly max
11:00 a.m.-5:00 p.m. – \$1.00/hour, 3 hour max
Hourly rate may be modified, and may not exceed \$1.50/hour

5:00 p.m.-Midnight – \$2.00/hour, 3 hour max
Hourly rate may be modified, and may not exceed \$3.00/hour

No less than one hour can be purchased with a credit card. For event rates, see Section 7.7.

Effective December 15, 2017 Tokens will no longer be an acceptable method of payment.

7.13 Meter payment by cell phone:

Users sign up for a free account. Meter rates in Section 7.12 apply; no less than one hour can be purchased. City pays the convenience fee charged by the service provider.

SECTION 8. RECREATION SERVICES AND FACILITY RENTAL FEES

8.1 PURPOSE AND PHILOSOPHY. Recreation Services, the Parks Department, Miners Hospital Community Center and the Library are supported primarily by tax dollars through the City's General Fund. The Golf Course has been established as an enterprise fund and should be primarily supported by revenues other than taxes. This policy applies to Recreation Services and the Golf Course Enterprise fund.

The purpose of this section is to establish a level of operations and maintenance cost recovery for programs, activities and facilities, and direction for establishing fees and charges for the use of and/or participation in the programs, activities and facilities offered by the Recreation Services, Golf Course, Library, and Miners Hospital Community Center.

It is the intent of the City to offer its Recreation Services programs, activities and facilities to the entire community. To help offset the cost of providing these services, and since the primary beneficiaries of these services are users, it is appropriate to charge fees that are adequate to fund operation of the facility in line with other like programs.

8.2 COST RECOVERY. It is the intent of the City to recover roughly 70% of the operations and maintenance expenses incurred by the Recreation Department and the Recreation Center and 100% of the operations and maintenance expenses incurred by the Golf Course through sources of revenue other than taxes. The City's cost recovery plan is described in detail in the City's budget document. User fees should not be considered the only source for accomplishing this objective. Revenues may also include:

Increases in program participation.

- Fees charged for non-recreational use of facilities (conventions/special events)
- Rental income
- New programs or activities
- Private sponsorship of programs or activities
- Public agency grants or contributions.

8.3. ESTABLISHING USER FEES. Fees shall be set at a level which ensures program quality and meets the objectives of the City Council.

8.3.1 Area Resident Discount: Those people whose primary residence is within the Park City School District limits; are currently paying property tax within Park City School District limits; or are holding a valid Park City business license and leasing or renting office space within Park City are entitled to receive a discount on user fees for the Recreation Center and Golf Course.

8.3.2 Recreation Program Fees: The Recreation Department, the Recreation Center and the Golf Course offer a variety of organized programs and activities. Due to the fluctuations in the number of participants and frequent changes in circumstances, program fees are established on a program-by-program basis by dividing the number of projected participants by the estimated program costs. Fees are then published on the city's website. In most cases, fees will be kept commensurate with fees charged by others providing like service.

8.3.3 Fees for Non-Recreational Activities at the Recreation Center: The fees charged for non-recreational or special event use will be competitive with the marketplace providing the fees cover a minimum of: a) the costs involved in the production of the event; and, b) recovery of lost revenue.

The Recreation Center facility is principally for recreation. Non-recreation activities usually will be charged up to fifty percent (50%) more than the minimum. No fee waivers for non-recreational or special event use will be permitted. However, the City Council may authorize the City to pay all or a portion of the fee in accordance with the master festival ordinance provisions.

8.3.4 Fee Increases: Recommendations for fee increases may be made on an annual basis. The City will pursue frequent small increases as opposed to infrequent large ones. Staff will be required to provide an annual review and analysis of the financial posture of the Golf Course Fund along with justification for any recommended increase. When establishing fees, the City will consider rates charged by other public and private providers as well as the ability of the users to pay.

To establish and maintain the Council's objective of 70% cost recovery, the Regional Director will have the authority to annually increase fees up to \$.50 or 10%, whichever is greater. Any requested increase over that amount will require Council action.

Fee increases will take place only if they are necessary to achieve the City Council's objective and maintain program quality, and only with the authorization of the Regional Director or the City Council.

8.3.5 Discounting Fees: The Recreation Director may, at their discretion, discount fees when:

- Offering special promotions designed to increase use.
- Trying to fill non-prime time.
- Introducing new programs or activities.
- Playing conditions are below standard due to weather or facility disrepair.

8.3.6 Fee Waivers: The City intends that no resident under 18 years old or over age 65 be denied the use of any program, activity or facility for reasons of financial hardship. The Recreation Director may, at his discretion, waive all or a portion of a fee, or may arrange offsetting volunteer work for anyone demonstrating an inability to pay for services.

8.3.7 Sliding Fee Scale: The purpose of this program is to provide both adult & youth residents of the Park City School District (PCSD) with the opportunity to apply for a reduced fee for certain recreation activities. The fee reduction is based on Summit County's Average Median Income (AMI) and the applicant's gross family income. The discounts range from 30 to 70% depending on Gross Family Income.

Park City Recreation Sliding Fee Schedule						
% of AMI	Family Size					
	One	Two	Three	Four	Five	Six
Below 30% AMI Receive 70% Discount	Less than \$24,000 Gross Income	Less than \$27,000 GI	Less than \$31,000 GI	Less than \$34,000 GI	Less than \$37,000 GI	Less than \$40,000 GI
31% to 50% AMI Receive 50% Discount	\$24,001 - \$40,000 GI	\$27,001- \$46,000 GI	\$31,001 - \$51,200	\$34,001 - \$57,000	\$37,001 - \$61,500	\$40,001 - \$66,000
51% to 70% AMI Receive 30% Discount	\$40,001 - \$55,900	\$46,001-\$63,800	\$51,201-\$71,700	\$57,001- \$79,700	\$61,501 - \$86,100	\$66,001 - \$92,500

8.4. RECREATION CENTER:

8.4.1 Recreation Center Fees

Punch Card Admission. For ease of administration and convenience to users, a punch card system has been established for Recreation Center programs and activities. The purchase of a punch card may result in a savings off the regular rate.

Punch Passes

Youth (3 to 17) 10 Punch
Adult 10 Punch
Senior & Military 10 Punch
Child Care 10 Punch (10 hrs.)

Resident

\$28.00
\$80.00
\$70.00
\$35.00

Visitor

\$40.00
\$100.00
\$80.00

Tennis Fees

Resident rate
Visitor rate

Hourly Court Fees

Indoor	Outdoor
\$32.00	\$12.00
\$44.00	\$16.00

Youth Clinics Pre-Registration

Red Ball: \$12/day
Orange: \$24/day
Green: \$24/day
Yellow: \$24/day
Peak: \$28/day

Youth Clinic Drop-In

Red: \$15
Orange: \$28
Green: \$28
Yellow: \$28
Peak: \$32

Other Tennis Fees

Private Lesson 1 Hour	\$80.00
Private Lesson 1/2 hour	\$44.00
Semi Private Lesson 1 hour (Per person)	\$42.00
Group of 3 (Per person)	\$32.00

Group of 4 (Per person)	\$27.00
Clinic drop-in fee 1 hour	\$17.00
Clinic drop-in fee 1.5 hours	\$26.00
Ball Machine per hour	\$12.00
Tennis Courts Non Athletic (Daily)	\$3,000.00

Pickleball Fees

Indoor Bubble Courts	\$16/hr
Outdoor Courts	\$12/hr
Per – hr. Clinic	\$12/hr
Monthly Clinic	\$45
Private Lesson 1 hour	\$45
Semi-Private Lesson 1 hour	\$30/pp

Daily Drop In

	Resident	Visitor
Toddlers 2 & Under	Free	Free
Youth (3 to 17)	\$3.00	\$6.00
Adult	\$9.00	\$15.00
Senior 65+ & Military	\$7.00	\$9.00

Insurance Drop In Class Fee	\$7.00
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Facility Passes: There are two types of facility passes one which includes all amenities except tennis & pickleball and the other which includes all amenities except group fitness, pickleball and tennis. Program fees are additional and are not included in pass fees.

Individual Rate

Term	Facility Rate	Class Add On	Total
1 Month	\$45	\$22	\$67
3 Month	\$125	\$60	\$185
6 Month	\$232	\$108	\$340
12 Month	\$433	\$192	\$625

Senior 65+ & Military Individual Rate

Term	Facility Rate	Class Add On	Total
1 Month	\$40	\$22.00	\$62
3 Month	\$112	\$60.00	\$172
6 Month	\$205	\$108.00	\$313
12 Month	\$375	\$192.00	\$567

Couple Rate

Term	Facility Rate	Class Add On	Total
1 Month	\$82	\$38.00	\$120
3 Month	\$242	\$108.00	\$350
6 Month	\$393	\$182.00	\$575
12 Month	\$725	\$325.00	\$1,050

PC MARC Tennis Passes

Term	Single	Couple	Additional Family Member
1 Month	\$200.00	\$320.00	\$30.00
3 Month	\$475.00	\$760.00	\$60.00
6 Month	\$775.00	\$1,345.00	\$110.00
12 Month	\$1,210.00	\$2,150.00	\$225.00

Gymnasium	Hourly Resident	Hourly Visitor	Daily
Full Gym	\$65.00	\$125.00	
Half Gym	\$35.00	\$75.00	
Non Athletic			\$1,400.00

Fitness Studios	\$65.00 (for profit)	\$125.00 (for profit)
	\$35.00 (non-profit)	\$75.00 (non-profit)

Other Fees

Visitor 10 Punch Card	\$100.00
Child Care Per Hr.	\$4.00
Non-Contact Personal Training	\$60 per day
Personal Training Daily Fee	\$25 per session
Personal Training Monthly Fee	\$400 per month
Personal Training Annual Fee	\$4,000 per year
Birthday Party	\$150.00
Party Room per hour	\$50.00
Pool Per Hour	\$100 plus guards
Lap Pool Per Lane	\$25 per lane per hour

8.5 GOLF FEES. The Park City Municipal Golf Course is an 18-hole course and 6,743 yards in length. The fees listed below are established fees, however they may be altered for certain types of tournament play. To receive a resident discount, the recreation card (which must have a City resident designation) must be presented to the golf starter. Season passes are available only to those who possess a locals card. Playing conditions on the course may vary due to weather constraints, particularly early and late in the season. The Golf Manager may, at his discretion, discount the established fees to encourage use of the course when playing conditions are less than optimum.

Regular Season- Memorial Day through September
Off-Season- Pre-Memorial Day, October and November

Resident Season Pass	\$1110.00
Junior Pass	\$425.00
Jr./Sr. Punch Pass	\$350.00
Non-Resident Sr. Punch Pass	\$390.00
Corporate Pass	\$3,000.00
Resident 18 Hole	\$39.00
Resident 18 Hole with Cart	\$55.00
Utah Resident 18 Hole	\$48.00
Utah Resident 18 Hole with Cart	\$64.00
Non-Resident 18 Hole	\$55.00
Non-Resident 18 Hole with Cart	\$71.00

Resident 9 Hole	\$19.50
Resident 9 Hole with Cart	\$27.50
Utah Resident 9 Hole	\$24.00
Utah Resident 9 Hole with Cart	\$32.00
Non-Resident 9 Hole	\$27.50
Non-Resident 9 Hole with Cart	\$35.50
Resident Off-Season 18 Hole	\$28.00
Non-Resident Off-Season 18 Hole	\$32.00
Small Range Bucket	\$5.00
Large Range Bucket	\$10.00
Rental Clubs for 18 Holes (includes 6 golf balls)	\$50.00
Rental Clubs for 9 Holes (includes 3 golf balls)	\$25.00

8.6. LIBRARY FEES. The Park City Library Board routinely reviews non-resident fee options and recommends changes. Library services, which are funded by the General Fund, are provided without charge to property owners, residents, and renters within the City's boundaries. Non-resident card fees are charged to those who request borrowing privileges but live outside the City's taxing area. On September 8, 2002, the Library Board voted to change the fee charged to some non-resident library users.

Non-Resident Card Fees

Household	\$40.00 per year
Non-Resident Card Fees - Household (6 months)	\$20.00
Students residing in Summit County	Free
Educators in Park City School District	Free
Interlibrary Loans	\$1.00 charge per item

8.7. CEMETERY FEES. Anyone owning property, currently residing, or having resided in Park City for a period of more than ten years consecutively, is eligible to purchase cemetery property or may be buried in the Park City Cemetery. All cemetery plots will be sold on a first-come, first-served basis. The same criteria above are used for the rights to purchase a plaque space on the Memorial Walls in the Cemetery.

	<u>Resident Fees</u>	<u>Eligible Non-Resident Fees</u>
Single adult grave	\$300.00	\$600.00
Single infant grave	\$150.00	\$300.00
Opening and closing adult grave	\$600.00	\$600.00
Opening and closing infant grave	\$360.00	\$360.00
Removal of adult from one grave to another within cemetery	\$960.00	\$960.00
Removal of infant from one grave to another within cemetery	\$720.00	\$720.00
Removal of adult for interment outside cemetery	\$1,000	\$1,000
Removal of infant for interment outside cemetery	\$360.00	\$360.00

Schil for flower beds/grave	N/A	N/A
Additional charge for after hour burials including Saturdays, holidays, weekends	\$200.00	\$300.00
Interment of cremated remains	\$70.00	\$140.00
Monument grave marker maintenance	\$100.00	\$100.00
Memorial Wall plaque space	\$250.00	\$500.00

8.7.1. Cemetery Fee Waivers. Any or all of the fees associated with the operation of the Park City Cemetery may be waived by the Cemetery Sexton, however such consideration is focused on persons who provided exceptional community service or residents with proven financial hardship. Grave sites, located in the "veterans section" for Park City veterans, firemen and police officers will be provided free of charge, as well as fees for cemetery services. Family members wishing to be buried in this section of the cemetery will be charged for lots and services.

8.8. PARK PAVILLION RENTAL FEES. It is not mandatory that a fee be paid for the use of a park pavilion. However, those persons having reserved a pavilion and paid the reservation fee shall have the exclusive use to use that pavilion over others. Reservation fees for park pavilion use are as follows:

<u>Rotary and South-End of City Park Pavilions</u>	<u>Half Day</u>	<u>Full Day</u>
Residents within Park City School District	\$ 60.00	\$90
Non-residents/commercial +\$100 refundable cleaning deposit	\$125.00+	\$200.00+

8.9. MINERS HOSPITAL COMMUNITY CENTER FEES. This facility is located at 1354 Park Avenue. Reservation fees for use of the Miners Hospital Community Center are as follows:

- Group 1: Activities which are free and open to the public, or educational/informational.
- Group 2: Activities which are open for public participation but charge a fee for participation such as fundraisers, conferences or other promotional events.
- Group 3: Activities which are closed to the public such as private receptions, conferences or parties.
- Group 4: Activities which are held between the hours of 6:00 p.m. and 8:00 a.m.

Location	Group 1	Group 2	Group 3	Group 4
Miners Hospital 1 st Floor	Free	\$18/Hour	\$23/Hour	\$30/Hour
Miners Hospital 2 nd Floor	Free	\$18/Hour	\$23/Hour	\$30/Hour

Miners Hospital 3 rd Floor	Free	\$15/Hour	\$20/Hour	\$25/Hour
Miners Hospital Basement	Free	\$15/Hour	\$20/Hour	\$25/Hour

Cancellation Policies for entire building reservations:

For two hour reservations, a \$25.00 handling fee will be charged for cancellations received less than one week prior to rental.

For half-day reservations, a \$50.00 handling fee will be charged for cancellations received less than two weeks prior to rental.

For whole day reservations, a \$75.00 handling fee will be charged for cancellations received less than two weeks prior to rental.

Notes:

**a \$50.00 damage/cleaning deposit is required on all whole day rentals, refundable if the facility is left in satisfactory condition; full payment of all fees is due two weeks prior to the facility rental.

***a \$300.00 damage/cleaning deposit is required on all special events rentals, \$275 is refundable if the facility is left in satisfactory condition; full payment of all fees for special events is due 30 days prior to the date of the event.

8.10. PARK CITY LIBRARY ROOM RENTAL RATES

Park City Library Rooms are located at 1255 Park Avenue. The rates for the spaces are as follows:

- Group 1: Activities which are free and open to the public during library hours. Groups such as book clubs, support groups, government institutions, Library/City partners, HOAs, and other affiliated community organizations, as approved by the Library Director.
- Group 2: Activities during Library hours which are open for public participation but charge a fee for entry or activities which are closed to the public.
- Group 3: Activities which are outside of Library operating hours or promote or solicit business. This includes businesses that offer initial free services/consultations /presentations, and then later charge a fee or contact attendees
- Non-Profits: Receive one free contiguous rental of up to four hours per month, which may be split between multiple rooms within the Library's operational hours.

Location	Room	Occ.	Group 1	Group 2	Group 3	Non-Cleaning Fine
Library 1 st Floor	Entry Hall	43	Unavailable	Unavailable	\$300/Hour (Unavailable during library hours)	\$20/hour, \$40 minimum
Library 1 st Floor	Entry Hall Patio	90	Unavailable	Unavailable	\$400/Hour (Unavailable during library hours)	\$20/hour, \$40 minimum
Library 1 st Floor	Public Meeting Room 101	34	Free	\$25/Hour	\$50/Hour	\$20/hour, \$40 minimum
Library 2 nd Floor	Study Rooms 1 - 8	3 - 6	Free	Unavailable	Free (Unavailable outside library hours)	\$20/hour, \$40 minimum
Library 2 nd Floor	Meeting Room 201	34	Free	\$25/Hour	\$50/Hour	\$20/hour, \$40 minimum
Library 2 nd Floor	North Conference Room	12	Free	\$20/Hour	\$40/Hour	\$20/hour, \$40 minimum
Library 2 nd Floor	South Conference Room	12	Free	\$20/Hour	\$40 (unavailable outside Library hours)	\$20/hour, \$40 minimum
Library 3 rd Floor	Public Meeting Room 301	34	Free	\$25/Hour	\$50/Hour	\$20/hour, \$40 minimum
Library 3 rd Floor	Jim Santy Auditorium	516	Free	\$95/Hour	\$200/Hour	\$20/hour, \$40 minimum
Library 3 rd Floor	Community Room	85	Free	\$75/Hour	\$150/Hour	\$20/hour, \$40 minimum
Library 3 rd Floor	Kitchen	10	Free	\$30	\$40	\$20/hour, \$40 minimum

Santy Technology Fees:

Projection Fees: Users have two options for projection.

1 - Users may use the in-house technology at no additional cost. Users are responsible for scheduling a training to learn to use the equipment and facilitate use during their rental. Training must be scheduled at least one week prior to the rental

date(s).

2 - Users may rent the Projection Booth and have a trained projectionist manage technology needs. The Projection Booth rents for \$500 per event rental (\$250 for Non-Profits), with a hired projectionist approved by the Park City Library. Projectionists have their own fee scale; Users pay projectionists directly. A list of approved projectionists is available upon request.

Lighting Fees: Stage lighting may be rented when approved by the Library Director or his/her designee. Any change in the direction of lighting must be made by a pre-approved vendor at the expense of the User. The User shall pay the vendor directly. Lighting must be returned to the original direction before vacating the rental. The Projection Booth and a projectionist must be reserved to utilize lighting.

Notes:

1. Advance reservations and standard lease agreement required, tenants included.
2. It is the responsibility of the User to review the *Park City Library Room Use and Rental Policy*.
3. Special parking arrangements may be required for events for more than 250 participants and guests.
4. All rates are subject to change without notice.
5. All deposits and fees are to be paid in advance.
6. Rental rates for auditorium equipment are calculated separately.
7. The City intends that no resident under 18 years old or over age 65 be denied the use of any program, activity or facility for reasons of financial hardship. The Library Director may, at her discretion, waive all or a portion of a fee, or may arrange offsetting volunteer work for anyone demonstrating an inability to pay for services.

SECTION 9. ICE ARENA AND FIELDS RENTAL FEE SCHEDULE.

9.1. Establishing User Fees. Fees shall be set at a level which ensures program quality and meets the objectives of the City Council. Area rates apply to residents of Park City, Summit County and Wasatch County. Outside rates apply to requests outside Summit and Wasatch Counties.

Field Fees

Additional Restroom Cleaning \$30.00 per clean

<u>Ice Arena Admission Fees</u>	<u>Local Area Rates</u>	<u>Outside Area Rates</u>
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Youth = Ages 6-17; Adult = 18 and over

Youth Resident Rate Honored for all Seniors (65+) and Military

Public Skate – 5 years & under	Free	Free
Public Skate – youth & adult	\$6.00	\$10.00
Cheap Skate (includes skate rental)	\$6.00	\$10.00
Group Rates (20+) includes skate rental	\$6.00	\$10.00
School Rate – includes skate rental	\$6.00	\$10.00
Skate Rental	\$4.00	\$4.00
Drop-in Hockey - youth	\$9.00	\$9.00
Drop-in Hockey - adult	\$10.00	\$10.00
Coached Drop-in Hockey	\$13.00	\$13.00

Freestyle	\$9.00	\$9.00
Drop-in Curling	\$25.00	\$25.00
Drop-in Broomball	\$25.00	\$25.00
Drop-in Skating Class	\$15.00	\$15.00

Off-Ice Programming:		
Strength & Conditioning, Ballet, Skate Treadmill	\$11.50	\$11.50
Visiting Coach Fee	\$16.00	\$16.00
Curling Instructor Fee	\$50/per hour/per instructor	

10 Session Punch Cards

Punch cards may be available for some activities or products.

Annual Passes

Bronze (Public Skate): (Includes Skate Rental)	\$300
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Hourly Ice

Tax Exempt User Groups*/Employees	\$200
Local Rate (Summit or Wasatch County Resident)	\$225
Non-Resident, Not-for-Profit	\$250
Camp	\$300
For-profit	\$375

**User Groups are defined as local, organized programs who regularly rent ice from the arena and who provide a certificate of insurance listing PCMC as additionally insured and are a 501(c)3 organization. (minimum 50 hours per season).

Room Rental

Multi-purpose Rooms	\$40/hr. (per room)
User Groups can use the Party Room for 24 hours at no cost, but rooms must be booked in advance.	

Birthday Parties

Basic Package	\$175
Super Star Birthday Package	\$300
Instructor	\$50/per 30 minutes

Equipment (per hour)

Broomball	\$50
Curling	\$50/hour/lane

Event Fees

Rentals 1-50 people	\$50
Rentals 51-100 people	\$100
Rentals 101+ people	\$200
Bleachers	\$200/day
Catering Fee	\$150
Scheduling Impact Fee	\$150

Skate Services

Fees listed below are for services requested for 24 hours or more. An additional fee may be paid for services requested within 24 hours. Punch cards available for overnight services only. There is no discount for skate sharpening punch cards, they are available for convenience. Pre-payment is required for all skate sharpening.

Hockey Skate Sharpening	\$8.50
Figure Skate Sharpening	\$10.00
Custom Radius	\$30.00
Figure Skate Sealing	\$30.00
Rivets Replacements	\$2.50 (ea.)
Figure Skate Blade Mounting (per pair)	\$25.00
Skate Fitting (without purchase)	\$20.00

<u>Locker Rental (Annual Fee)</u>	<u>First Floor</u>	<u>Second Floor</u>
Regular Locker	\$180	\$130
Large Locker	\$210	\$160

Gate Fees

The Park City Ice Arena will take 25% of any gate fees collected for an event.

Advertising Fees and Sponsorship Fees

Dasher Board Ads	\$1,600
Wall Banners	\$2,500
Glass Decals	\$400
Program Sponsorship	Varies by program
Information Screen	\$150/month

9.2. Recreation Program Fees: The Park City Ice Arena offers a variety of organized programs and activities. Due to the fluctuations in the number of participants and frequent changes in circumstances, program fees are established on a program-by-program basis by dividing the number of projected participants by the estimated program costs.

9.3. Fee Increases: Recommendations for fee increases may be made on an annual basis. The City will pursue frequent small increases as opposed to infrequent large ones. Staff will be required to provide an annual review and analysis of the financial posture of the Ice Arena Fund along with justification for any recommended increase. When establishing fees, the City will consider rates charged by other public and private providers as well as the ability of the users to pay.

The City Manager will have the authority to annually increase fees up to \$.50 or 10%, whichever is greater. Any requested increase over that amount will require Council action. Fee increases will take place only if they are necessary to achieve the City Council's objective and maintain program quality, and only with the authorization of the City Manager or the City Council.

9.4. Discounting Fees: The Ice Arena Manager may discount fees when:

- Offering special promotions designed to increase use.
- Trying to fill non-prime time.
- Introducing new programs or activities.
- Playing conditions are below standard due to weather or facility disrepair.

9.5. Fee Waivers: The City intends that no resident under 18 years old or over age 65 be

denied the use of any program, activity or facility for reasons of financial hardship. The Ice Arena Manager may, at their discretion, waive all or a portion of a fee, or may arrange offsetting volunteer work for anyone demonstrating an inability to pay for services.

The Ice Arena is pleased to offer the Fee Reduction program as a means for individuals to apply for reduced costs associated with our youth programs. Not all programs are eligible for fee reduction. Applicants must be residents of Summit or Wasatch Counties. Program fees may be discounted up to 75% off for students in the Park City School District who qualify for free or reduced lunch. Fees may be discounted for specified activities based on an individual's Average Median Income (AMI). Families qualifying for Fee Reduction may receive Public Skate admission and Skate Rental for a combined \$3.00 per person.

- 9.6 Establishing Fields User Fees: Fees shall be set at a level which ensures field quality and meets the objectives of the City Council. Resident rates apply to residents of Park City School District. Visitor rates apply to requests outside of the Park City School District Boundaries. In order to receive the resident rate a minimum of 75% of the participants must be residents of the Park City School District. A service charge of 2% will be applied to credit card charges over \$5,000.

FULL COMPLEX RATES						
	FULL DAY VISITOR	FULL DAY RESIDENT	HR/FIELD VISITOR	HR/FIELD RESIDENT	VISITOR TOTAL	RESIDENT TOTAL
PCSC Stadium SB	\$500	\$200	\$100	\$50		
PCSC Stadium SOC	\$500	\$200	\$100	\$50		
PCSC multipurpose	\$375	\$200	\$100	\$50	\$1,600	\$1,000
PCSC Sportexe	\$1,000	\$500	\$200	\$100		
PCHS BB	\$375	\$100	\$75	\$50		
PCHS SB	\$375	\$100	\$75	\$50		
PCHS LL	\$375	\$100	\$75	\$50	\$800	\$575
North 40 North	\$375	\$250	\$100	\$50		
North 40 South	\$375	\$250	\$100	\$50		
					\$500	\$350
City Park	\$375	\$250	\$100	\$50	\$375	\$250
PCHS Dozier	\$1,000	\$500	\$200	\$100	\$1,000	\$500
TMJHS	\$375	\$100	\$75	\$50	\$800	\$575
Stakeholder Fee						\$250 per team per season youth

Non-exclusive Use of Outdoor Recreation Facilities

	Per Day	Season
Resident	\$50	\$300
Non-Resident	\$75	\$500
Commercial	\$65	

Volleyball Court Fees (per court)	\$30.00/hr. Res. \$50.00/hr. NonRes
	\$120.00/day Res \$200.00/day NonRes
(2 courts)	\$200.00/day Res \$300.00/day NonRes
Stakeholder Fee	\$300.00/team/season – adult
Tennis & Pickleball Courts	\$12.00/hr.
Additional Restroom Cleaning	\$30.00 per clean
Additional Field Prep (Softball/Baseball)	\$95.00 per field
Special Field Prep (Low grass Cut)	\$1,000.00 per field
Field Set Up (Lacrosse, Soccer, Football)	\$383.00 per field
Field Lights - PCSC & City Park	\$20.00 per hr.
Baseball Fence	\$45.00 per field
Outfield Vinyl Fencing per field per week of use	\$337.00

SECTION 10. MISCELLANEOUS FEES. The following fees are set to insure cost recovery and use fees for additional City services associated with but not limited to Special Event Permits and approved filming activity

10.1 <u>Fee for in lieu of providing public parking</u>	\$40,000.00 per stall
10.2 <u>Returned Check Charge:</u>	\$25.00
10.3 <u>News Rack Application and Permit</u>	\$50.00 per application \$75.00 per three-year permit
10.4 <u>Bleachers</u>	
Bleacher Rental (per bleacher, per day)	\$80.00
Bleacher Delivery and Pick Up (per event, all bleachers)	\$108.00
10.5 <u>Banner Installation</u>	
Street Banner Installation-entire Main	\$859.00
Street Banner Installation-every other Main	\$687.00
Street Banner Installation-every 3rd	\$515.00
Street banner Installation- Roundabout	\$346.65
Street Banner Installation- Kearns	\$2,013.00
(Includes state permit, barricades and signage, required during install)	
Street Banner Removal- Kearns	\$1515.00
10.6 <u>Parks Clean Up, Labor and Equipment</u>	
Pressure Washing (per hour, incl. operator)	\$75.05
Pavilion Cleaning	\$150.00
Trash Removal	\$33.90
(public property only - not provided for private property)	
Extra Trash Cans	\$10.00
Trash Bags	\$2.10
10.7 <u>Public Safety</u>	
Police Officer (per employee, per hour - four hour minimum)	\$75.00 Holiday
(per employee, per hour - four hour minimum)	\$165.00
Mobile Command Trailer (Placement, Day One, Removal)	\$250.00
Mobile Command Trailer (each additional day)	\$100.00
10.8 <u>Parking Reservation Fees (Parking Department)</u>	

Application Fee	\$22.25
Main Street, Heber Avenue, Park Avenue (Heber to 9th St)	\$20.00
Swede Alley Parking Space (per space, per day)	\$13.25
<u>10.9 Barricades (cost per barricade)</u>	
Crowd Control Barricades	\$5.90
Portable Electronic Sign/Message Board (per day)	\$151.20
Temporary Signs (each)	\$18.50
Street Barricades (per day)	\$1.40
<u>10.10 Dumpsters</u>	
8 Yard (delivery + haul off fee)	\$210.00
30 yard (delivery + haul off fee)	\$210.00
Landfill fee for 30 yard dumpster (per ton)	\$35.00
<u>10.12 Streets Equipment and Materials Equipment (2</u>	
hour min. - billable rate is portal to portal, cost includes operator, fuel, maintenance)	
Large Loader (per hour, 1 staff)	\$103.20
Small Loader (per hour, 1 staff)	\$71.95
Street Mechanical Sweeper (per hour, 1 staff)	\$150.60
Unimog with Snow Blower (per hour, 1 staff)	\$180.20
Unimog Snowplow (per hour, 1 staff)	\$88.35
Loader with Blower (per hour, 1 staff)	\$218.65
1 Ton Truck with dump (per hour, 1 staff)	\$54.15
2 Ton Truck with dump (per hour, 1 staff)	\$86.55
Bucket Truck (per hour, 2 staff)	\$117.65
Skid Steer (Cat 262 - per hour, 1 staff)	\$55.90
Add Grinder	\$7.60
Add Snow Blower	\$6.35
Backhoe (per hour, 2 staff)	\$98.75
Air Compressor (per hour, 1 staff)	\$42.00
Graffiti Truck (per hour, 1 staff)	\$75.05
<u>10.13 Materials</u>	
Salt (per ton)	\$45.00
Road base (per ton)	\$18.00
Sand (per ton)	\$16.00
Cold Patch (per ton)	\$90.70
Hot Mix (per ton)	\$66.95
<u>10.14 Personnel (total compensation per employee, per hour, during regular business hours)</u>	
Parks Department (PCMC Parks employee)	\$38.50
Streets Department (Streets employee)	\$38.50
Special Events Department (staff)	\$42.25
Cleaning Labor –	\$35.00
restrooms, buildings and other (contract labor)	
<u>10.15 Special Event Application Fee (Processing and Analysis)</u>	
Level Five Event	\$640.00
Level Four Event	\$320.00
Level Three Event	\$160.00

Level Two Event	\$ 80.00
Level One Event	\$ 40.00
First Amendment Event	\$ 40.00
Film Permit Application Fee	\$ 80.00

As according to section 4-8-9, Fee Reduction requests for Special Events will be reviewed twice a year. All event fee reduction requests must be submitted to the Special Events Department prior to the application deadlines:

- (1) October 1st – Events occurring between January 1st and June 30th.
- (2) April 1st – Events occurring between July 1st and December 31st.

Fee reduction applications received outside of the normal application process may be considered for reductions but must demonstrate an immediate need for reduction and provide justification as to why the application was not filled within the specified deadline.

10.16 Public Parking Lot Use Rates for approved Events:

All lot fees are for approved permitted Special Events only. Regular parking rates apply at all other times.

Brew Pub Lot – Upper Lot	\$240.00 per day
Brew Pub Lot – Lower Lot	\$105.00 per day
North Marsac Lot	\$ 50.00 per day
Swede Alley Surface Lot	\$ 50.00 per day
Swede Alley Wall Lot	\$ 50.00 per day
Flag Pole Lot	\$ 50.00 per day
Sandridge lot – Upper/Lower	\$ 50.00 per day/ per lot
Quinn's Sports Parking Lots 1, 2, 3	\$ 50.00 per day/ per lot
Mawhinney Parking Lot	\$ 50.00 per day
Library Parking Lot – Partial Use Only	\$ 50.00 per day

10.17 Trail Use Fees

Trail Use Fee and Deposit Schedule

ACTIVITY	NUMBERS	LOCAL NON-PROFIT	OUT OF AREA NON-PROFIT	LOCAL PROFIT	OUT OF AREA PROFIT
Mountain Biking	30-350	1% x \$150 x number of participants	2% x \$150 x number of participants	1.5% x \$150 x number of participants	3% x \$150 x number of participants
Cross Country Skiing*	30-350	.5% x \$150 x number of participants	1% x \$150 x number of participants	1% x \$150 x number of participants	1.5% x \$150 x number of participants
Triathlon*	30-350	1.5% x \$150 x number of participants	2.5% x \$150 x number of participants	2% x \$150 x number of participants	3.5% x \$150 x number of participants

Running/Walking/Snowshoe*	30-500	.5% x \$150 x number of participants	1% x \$150 x number of participants	1% x \$150 x number of participants	1.5% x \$150 x number of participants
Other (Events that may propose significant impacts to the system)	TBD	TBD	TBD	TBD	TBD

If Council approves additional participation above a capped quota of participants, add \$2.00/participant in addition to fees provided below.

*All winter events that propose to use the winter trails system may be subject to a grooming fees of \$30.00/hr. This fee may include pre-event preparation of the trails and post event maintenance of the trails.

10.18 Credit Card Transaction Fees

Effective July 1, 2019, there will be a 2.00% service fee for all non-utility credit card payments equal to or greater than \$5,000.

SECTION 11. MUNICIPAL ELECTION FEES

11.1 Fees for municipal elections are as follows:

\$150.00 Mayoral filing fee*

\$100.00 Council filing fee*

*Fees are waived for candidates who prefer to collect 100 signatures of Park City registered voters.

Council Agenda Item Report

Meeting Date: December 9, 2021

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

4:30 p.m. - Winter Economic Preview - Presentation by Chamber/Visitor Bureau, Park City Mountain Resort, and Deer Valley Resort

Suggested Action:

Attachments:

Council Agenda Item Report

Meeting Date: December 9, 2021

Submitted by: Rebecca Ward

Submitting Department: Planning

Item Type: Work Session

Agenda Section:

Subject:

4:50 p.m. - Discuss Proposed Land Management Code Amendments to Reduce Accessory Apartment Regulations

Suggested Action:

Attachments:

[Accessory Apartment Staff Report](#)

[Exhibit A: Accessory Apartment Survey Results](#)

[Exhibit B: Public Input](#)

[Exhibit C: Background](#)

City Council Staff Report



Subject: Accessory Apartments
Application: PL-21-05000
Author: Rebecca Ward
Date: December 9, 2021
Type of Item: Work Session

Recommendation

Provide input on proposed Land Management Code amendments that condense Accessory Apartment regulations to incentivize construction of long-term rentals pursuant to [Goal 2 of the 2021 Housing Assessment and Plan](#).

Summary

An Accessory Apartment is a residential unit within or attached to a single-family dwelling and is currently regulated pursuant to LMC [§ 15-4-7](#). On November 10, 2021, the Planning Commission unanimously forwarded a positive recommendation on proposed Land Management Code (LMC) amendments that reduce Accessory Apartment regulations as follows:

- Allow Accessory Apartments in the Community Transition Zone (Park City Heights area)
- Allow Accessory Apartments as small as 280 square feet
- Remove the requirement that the property owner live on site, but require recordation of a deed restriction outlining long-term rental leases of 90 days for the Accessory Apartment and six months for the single-family dwelling
- Remove the proximity cap of four Accessory Apartments within a 300-foot radius
- Allow for detached Accessory Apartments on lots 3,750 square feet or larger, with a maximum height of 18 feet
- Require the Accessory Apartment to comply with the same setbacks and maximum building footprint as a single-family dwelling
- Require compliance with more restrictive plat regulations like areas of disturbance or limits of disturbance

The Planning Commission was split on the level of review required for Accessory Apartments. Currently, Accessory Apartments are approved at a staff level in most zones. However, Planning Commission approval of a Conditional Use Permit is required in three Historic Districts: Historic Residential – 1 (HR – 1), Historic Residential – 2 (HR – 2), and Historic Residential Low – Density (HRL). Three Commissioners voted to amend the code to allow for staff-level approval in these Historic Districts. Three Commissioners voted to retain Planning Commission Conditional Use Permit approvals in Historic Districts. The Planning Commission Chair voted to break the tie, supporting staff-level approval ([Staff Report](#); [Audio](#)).

Based on Council input, staff will return on December 16, 2021, for a public hearing and possible final action on proposed amendments.

Background

Please see Exhibit C for information on the Historic Preservation Board, Planning Commission, and City Council work sessions and public hearings regarding Accessory Apartments.

The proposed Accessory Apartment amendments are also in part based on a consultant study that evaluated the Accessory Apartment code. The consultant's [Accessory Apartment Unit Policy Research Report](#) (Sudbury Report) recommends eliminating restrictions, establishing by-right approval for projects that meet certain standards, reducing application and impact fees, partnering with local banks to explore financing programs, and creating user-friendly manuals, materials, workshops, and technical assistance for community members.

Analysis

The LMC implements the goals and policies of the [General Plan](#). Goal 7 of the General Plan is to create a diversity of primary housing opportunities to address the changing needs of residents and Goal 8 is to increase affordable housing opportunities and associated services for the workforce of Park City. The General Plan [Housing Toolbox](#) recommends LMC amendments to allow for detached Accessory Apartments to provide a diversity of housing types within neighborhoods (p. 23 – 24). The proposed amendments are intended to remove barriers to private development of Accessory Apartments to incentivize more long-term rentals.

(I) ALLOW ACCESSORY APARTMENTS IN THE COMMUNITY TRANSITION ZONING DISTRICT –

Accessory Apartments are allowed in all primarily residential Zoning Districts, except for the Community Transition Zoning District, which includes the Park City Heights residential development along the eastern entry corridor south of S.R. 248. The proposed amendments allow Accessory Apartments in this area, opening the possibility for more long-term rentals.

(II) ALLOW ACCESSORY APARTMENTS AS SMALL AS 280 SQUARE FEET – LMC [§ 15-4-7\(A\)\(1\)](#) restricts Accessory Apartments to no more than 1/3 of the single-family dwelling, within a 400-square-foot to 1,000-square-foot range. No more than two bedrooms are allowed.

The [Affordable Housing Resolution 25-2020](#) allows for micro units and studios as small as 200 square feet. Communities that allow for Accessory Apartments that are less than 300 square feet have been successful in expensive housing markets like Park City's.¹ Reducing the minimum Accessory Apartment size to 280 square feet while leaving the range up to 1,000 square feet allows for development of a variety of Accessory Apartments.

(III) REMOVE THE REQUIREMENT THAT THE PROPERTY OWNER LIVE ON SITE – LMC [§ 15-4-7\(A\)\(6\)](#) requires the property owner to live in the single-family dwelling or Accessory Apartment. LMC [§ 15-4-7\(7\)](#) requires the property owner to record a deed restriction that provides notice to future purchasers that the owner must live on site.

The Sudbury Report found that owner-occupancy requirements “were adopted in response to biases against renters and fears that unless the owner remained on the property, the appearance of the structure would not be maintained.” The Sudbury Report identified challenges with owner-occupancy requirements:

¹ [AARP ADU Model State Act and Local Ordinance](#), p. 37.

- The restriction limits the value of the Accessory Apartment investment because owners are limited in how they can use the property
- Owners cannot move away from the property without selling it, eliminating the option of using the property as a future investment
- Owner-occupancy requirements limit the value of the property in the eyes of a lender

Many communities have eliminated the owner-occupancy requirement. However, many homeowners continue to live on site by choice. The Sudbury Report found that 70 – 90% of Accessory Apartments in Portland were developed by homeowners living on the property, and 64% continued to live on the property after the Accessory Apartment was completed.²

Rather than requiring the property owner to live on site, the Planning Commission recommends long-term rental options, outlining a six-month rental term for the single-family dwelling and a 90-day rental term for the Accessory Apartment. The proposed amendments require the property owner to record a deed restriction that prohibits nightly rentals and puts future property owners on notice of long-term rental requirements.

(IV) REMOVE THE PROXIMITY CAP – LMC [§ 15-4-7\(A\)\(5\)](#) caps the number of Accessory Apartments allowed within a 300-foot radius to four. This cap, while designed to mitigate impacts to neighborhoods, is difficult to enforce. Planning staff has a record of about 50 Accessory Apartment approvals since the 1990s when Accessory Apartments were established. However, there are Non-Conforming Accessory Apartments and illegal Accessory Apartments that have been constructed since that time.

LMC [§ 15-4-7\(D\)](#) outlines a process for Non-Conforming Accessory Apartments to come into compliance. Non-Conforming Accessory Apartments (1) legally existed before current zoning designation; (2) have been maintained continuously since the time the zoning regulation governing the land changed; and (3) because of subsequent zoning changes, does not conform to the zoning regulations that now govern the land.³

Since there is no complete record of illegal Accessory Apartments and Non-Conforming Accessory Apartments, it is difficult to accurately restrict Accessory Apartments that are within a 300-foot radius to four. This creates a disadvantage for property owners who may want to construct an Accessory Apartment, but their neighbors beat them to it. Staff finds that the draft code mitigates impacts to neighbors because no reductions to required parking are proposed; parking demands must be met on site. Additionally, the Accessory Apartment is required to comply with the same maximum building footprint, setbacks, and areas or limits of disturbance outlined on plats established for the single-family dwelling.

(V) ALLOW DETACHED ACCESSORY APARTMENTS ON LOTS 3,750 SQUARE FEET OR LARGER – The LMC requires Accessory Apartments to be attached to a single-family dwelling or detached garage. The proposed amendments allow for detached Accessory Apartments on lots 3,750 square feet or larger (3,750 square feet totals two 25 x 75-foot standard Historic District lots). However, detached Accessory Apartments are proposed to be restricted to an 18-foot height (the standard LMC height for Accessory Buildings).

² [Sudbury Report](#), p. 4.

³ LMC [§ 15-15-1](#).

**SHOULD ACCESSORY APARTMENTS IN RESIDENTIAL HISTORIC DISTRICTS BE APPROVED BY
THE PLANNING COMMISSION OR BY PLANNING STAFF?**

The Sudbury Report recommends a fast and predictable Accessory Apartment approval process that removes discretionary decisions and uncertainty by assuring homeowners that if their project meets certain outlined requirements, it will be approved.⁴

Accessory Apartments are allowed in most zones and only require an [Accessory Apartment Application](#), a \$330 fee, and Planning Department review. The Planning Department “shall approve” an Accessory Apartment if the project meets the requirements of LMC [§ 15-4-7\(A\)](#), but the Planning Department has discretion to impose reasonable conditions to mitigate any impacts to the surrounding neighborhood.⁵

In three primarily residential Historic Districts—the HR-1, HR-2, and HRL—Accessory Apartments require Planning Commission review and approval. Property owners must submit an [Accessory Apartment Application](#) and a \$1,140 fee for Planning Commission review, a public hearing, and approval.⁶

The Planning Commission must find that the Accessory Apartment complies with the Accessory Apartment criteria outlined in LMC [§ 15-4-7\(A\)](#), as well as the Conditional Use Permit criteria outlined in LMC [§ 15-1-10\(E\)](#), which includes traffic considerations, utility capacity, emergency vehicle access, fencing/screening/landscaping to separate use from adjoining use, building mass, bulk, and orientation, physical design, noise, expected ownership, and consistency with the General Plan. The Planning Commission may impose reasonable conditions to mitigate anticipated detrimental effects of the Accessory Apartment.⁷

As mentioned above, the Planning Commission was split regarding the level of review and forwarded a recommendation for staff-level approval, with the Chair breaking the tie.

Staff requests Council input regarding the recommended level of review. Below is a table outlining some considerations for staff-level versus Planning Commission review:

Staff-Level Review	Planning Commission Review
\$330 application fee	\$1,140 application fee
No public notice to neighbors	Public notice to neighbors
No public hearing for Allowed Uses	Public hearing for Conditional Uses
Approximately two-to-four-week review	Approximately two-to-three-month review

⁴ [Sudbury Report](#), p. 7.

⁵ LMC [§ 15-4-7\(B\)](#).

⁶ LMC [§ 15-4-7\(C\)](#).

⁷ LMC [§ 15-1-10](#).

Appeals are reviewed by the Planning Commission	Appeals are reviewed by City Council
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Exhibits

Exhibit A: Accessory Apartment Survey Results

Exhibit B: Public Input

Exhibit C: Background

Accessory Apartment Survey

SURVEY RESPONSE REPORT

24 September 2021 - 04 November 2021

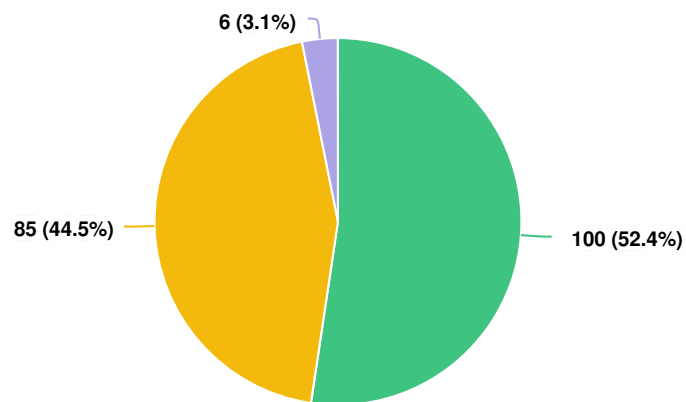
PROJECT NAME:

Accessory Apartment Survey



SURVEY QUESTIONS

Q1 | The current Land Management Code requires Accessory Apartments to be attached to a single-family dwelling or to a detached ...



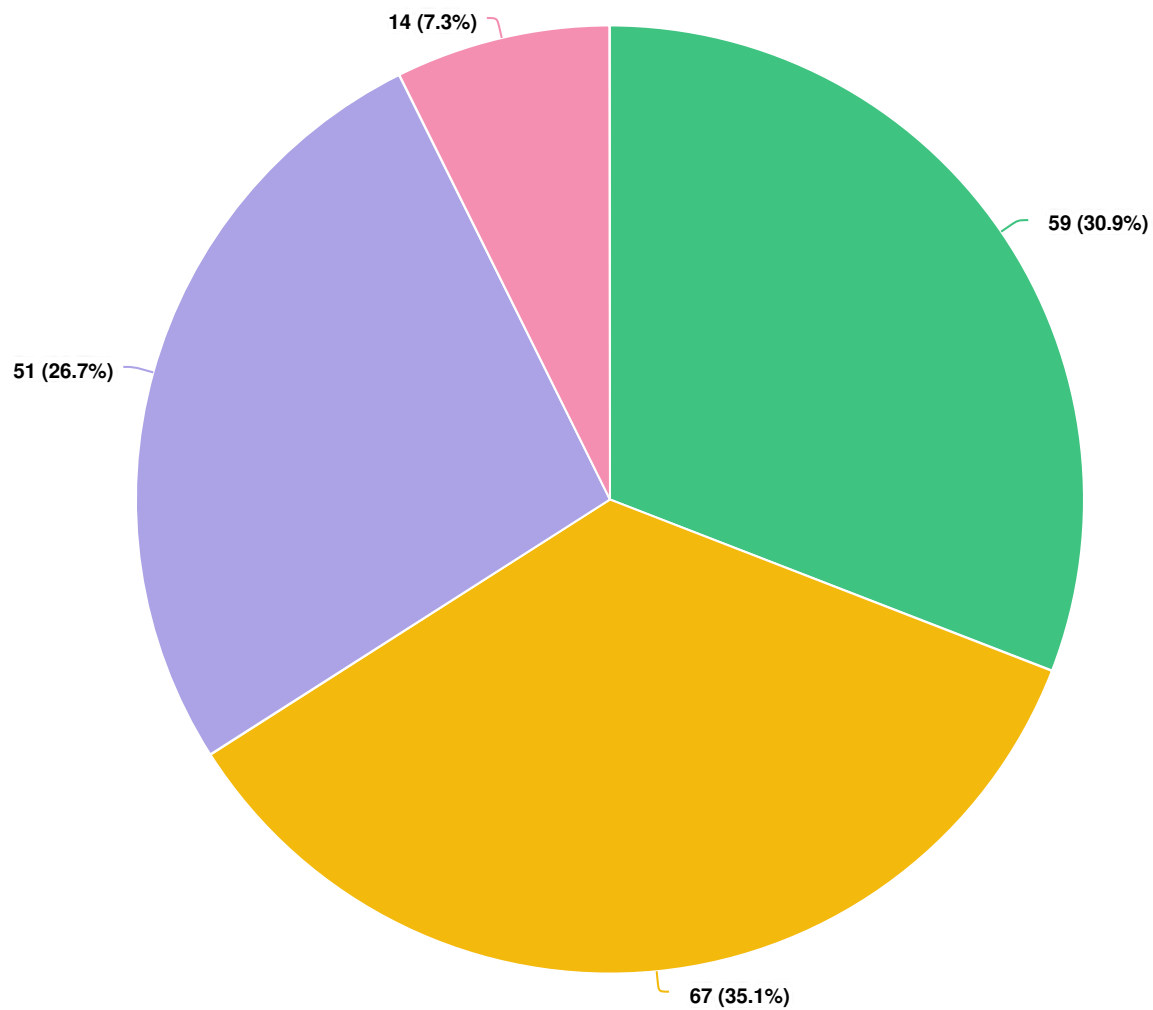
Question options

● Yes ● No ● Other (please specify)

Optional question (191 response(s), 1 skipped)

Question type: Dropdown Question

Q2 What kind of review and approval process should be required for Accessory Apartments?



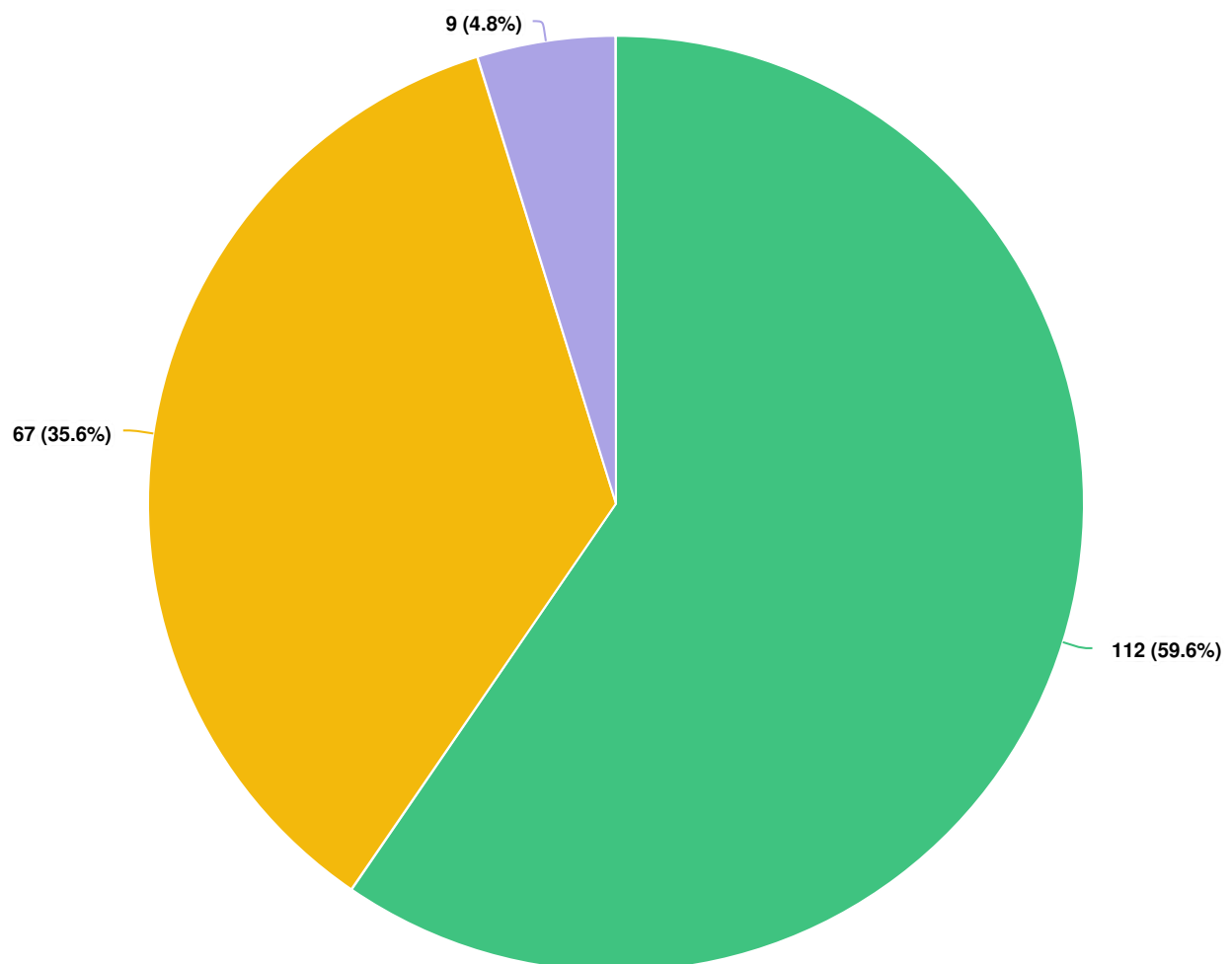
Question options

- Accessory Apartments should require a staff-level review and approval
- Accessory Apartments should require Planning Commission review and approval
- Accessory Apartments should be allowed by right and only require a building permit
- Other (please specify)

Optional question (191 response(s), 1 skipped)

Question type: Dropdown Question

Q3 | The current Land Management Code requires property owners with an Accessory Apartment to be full-time residents of the single-family dwelling or the Accessory Apartment. Should this requirement be removed?

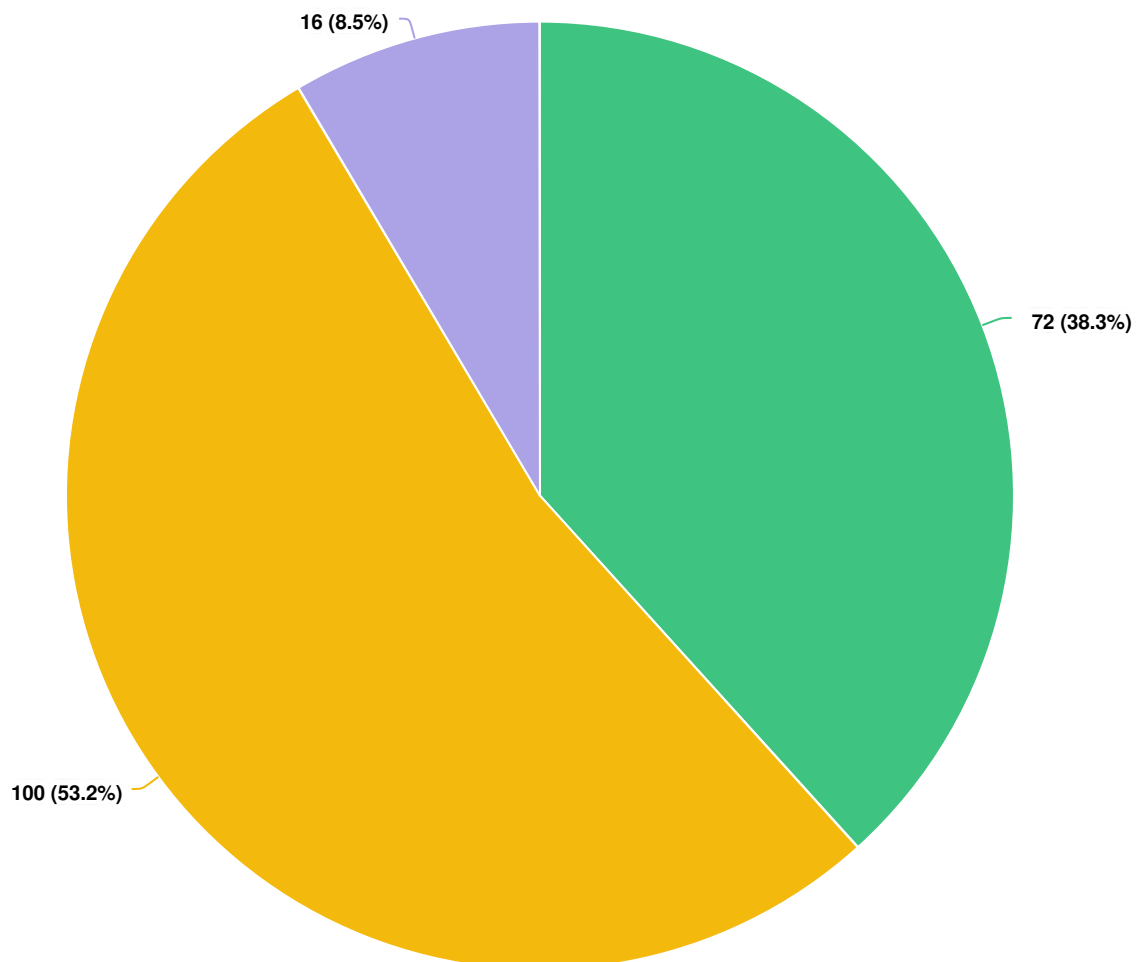


Question options

- The property owner should be required to live in the single-family dwelling or Accessory Apartment
- The property owner should not be required to live in the single-family dwelling or Accessory Apartment
- Other (please specify)

Optional question (188 response(s), 4 skipped)
Question type: Dropdown Question

Q4 | The current Land Management Code only allows for four Accessory Apartments within 300 feet. Should this proximity requirement be removed?

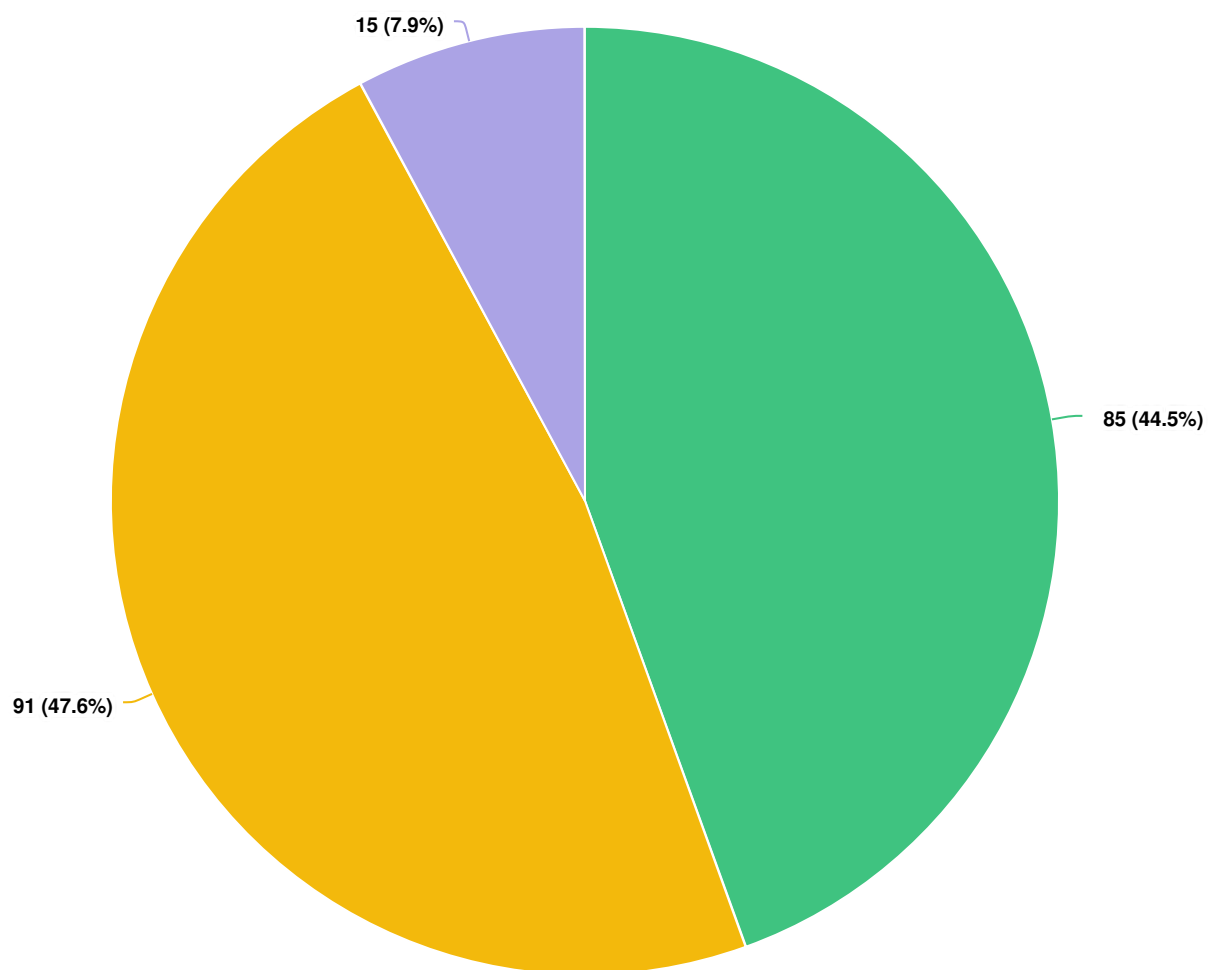


Question options

● Yes ● No ● Other (please specify)

Optional question (188 response(s), 4 skipped)
Question type: Dropdown Question

Q5 Under current regulations, property owners must record a deed restriction with the county stating the Accessory Apartment may not be used as a Nightly Rental – defined as a rental for less than 30 days. Should property owners also be required to re...

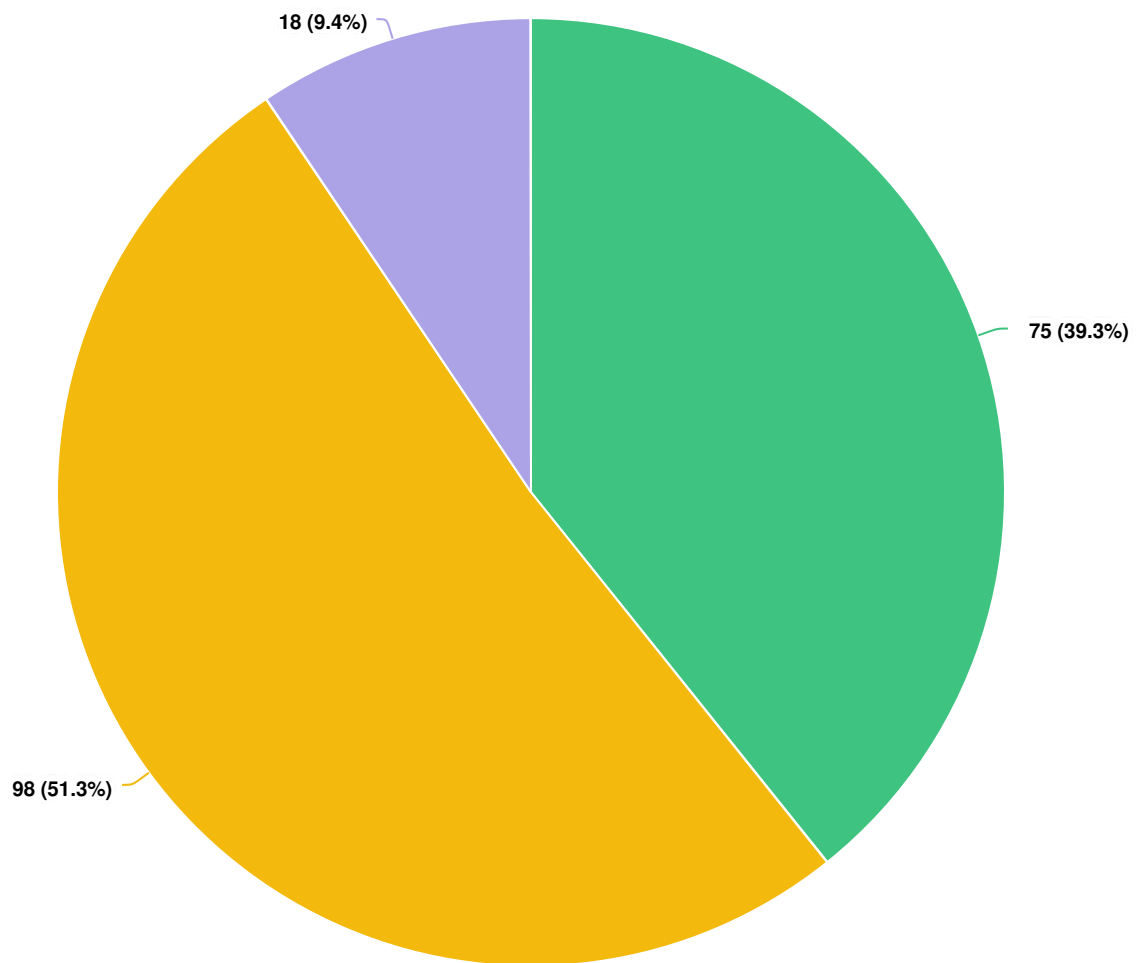


Question options

● Yes ● No ● Other (please specify)

Optional question (191 response(s), 1 skipped)
Question type: Dropdown Question

Q6 If detached Accessory Apartments are allowed, should they be permitted the same height as the single-family dwelling, or should they be restricted to a lower height?

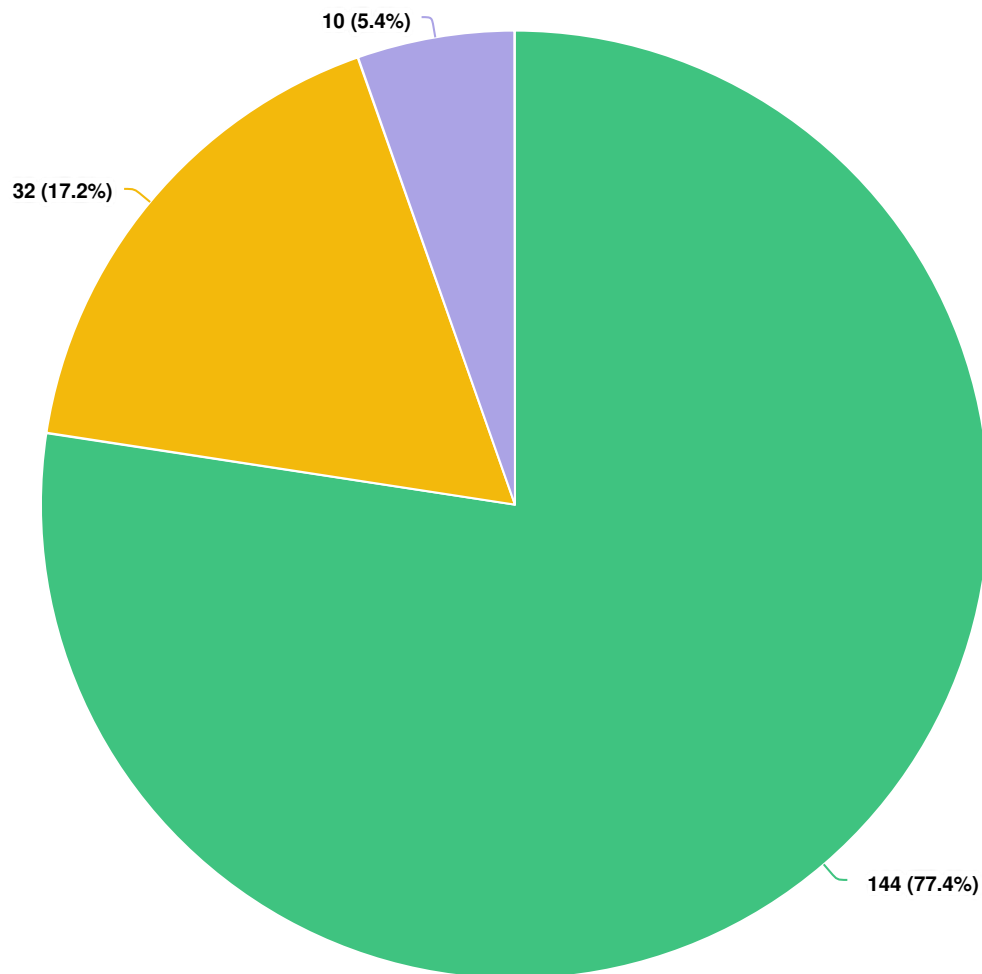


Question options

- Detached Accessory Apartments should be permitted the same height as the single-family dwelling
- Detached Accessory Apartments should be restricted to a lower height
- Other (please specify)

Optional question (191 response(s), 1 skipped)
Question type: Dropdown Question

Q7 | If detached Accessory Apartments are allowed, should the design and materials be required to reflect the single-family dwelling?

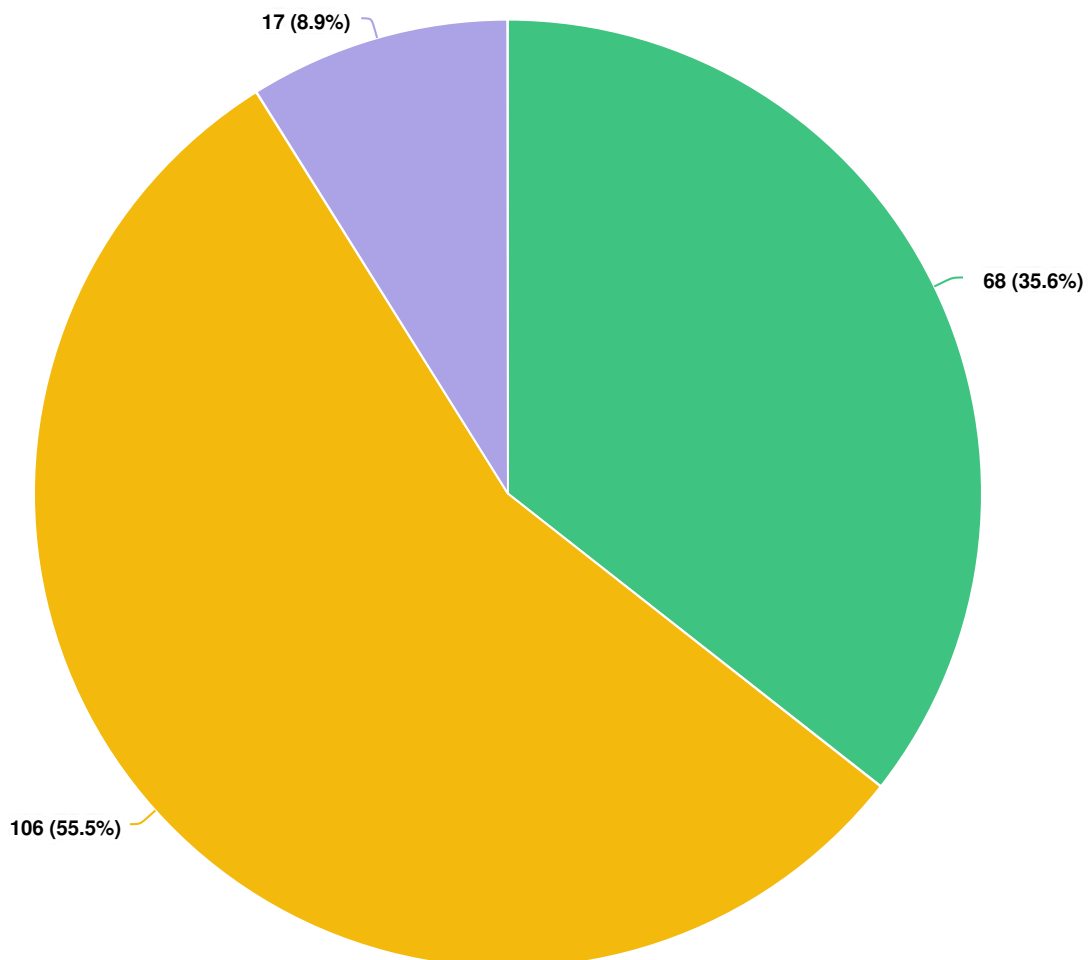


Question options

● Yes ● No ● Other (please specify)

Optional question (186 response(s), 6 skipped)
Question type: Dropdown Question

Q8 If detached Accessory Apartments are allowed, should they be allowed on properties designated Significant or Landmark on the Park City Historic Sites Inventory?

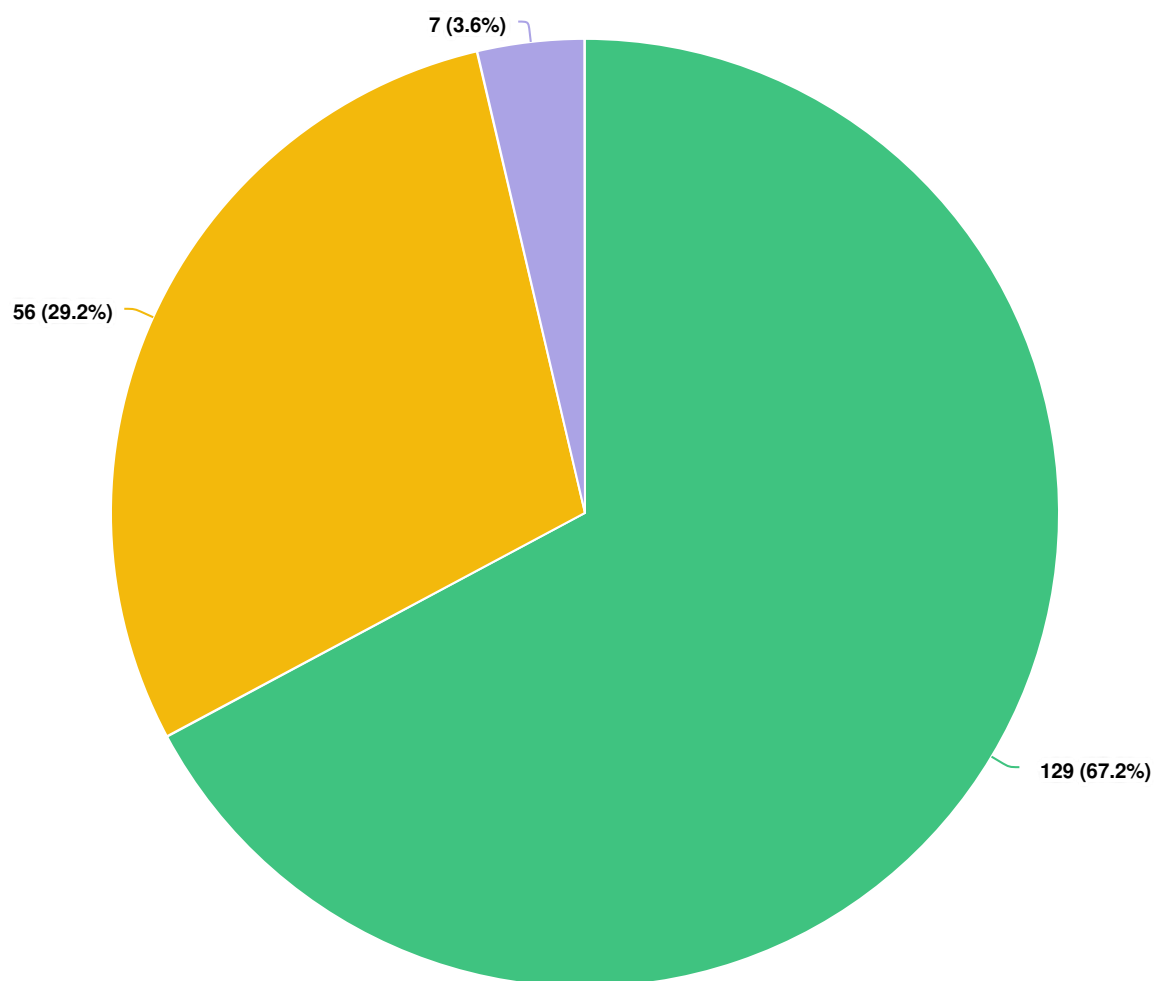


Question options

● Yes ● No ● Other (please specify)

Optional question (191 response(s), 1 skipped)
Question type: Dropdown Question

Q9 Many properties in Park City have a maximum building footprint or maximum square footage outlined for a single-family dwelling. Should Accessory Apartments count toward the maximum building footprint or maximum square footage?

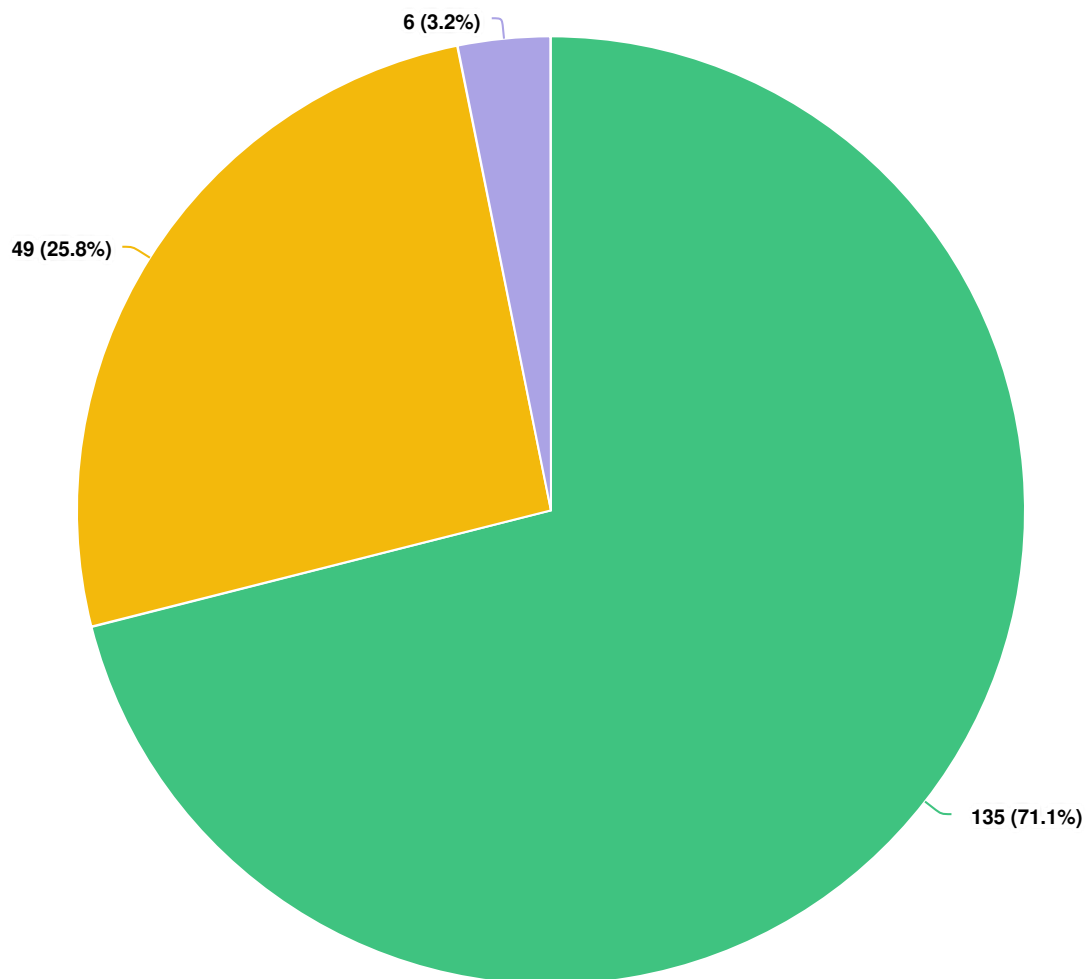


Question options

- Yes – Accessory Apartments should count toward the maximum building footprint or maximum square footage
- No – Accessory Apartments should be exempt from maximum building footprint or maximum square footage caps
- Other (please specify)

Optional question (192 response(s), 0 skipped)
Question type: Dropdown Question

Q10 | The Land Management Code allows for reduced setbacks for Accessory Buildings that are not dwelling units. If detached Accessory Apartments are allowed, what setbacks should they meet?

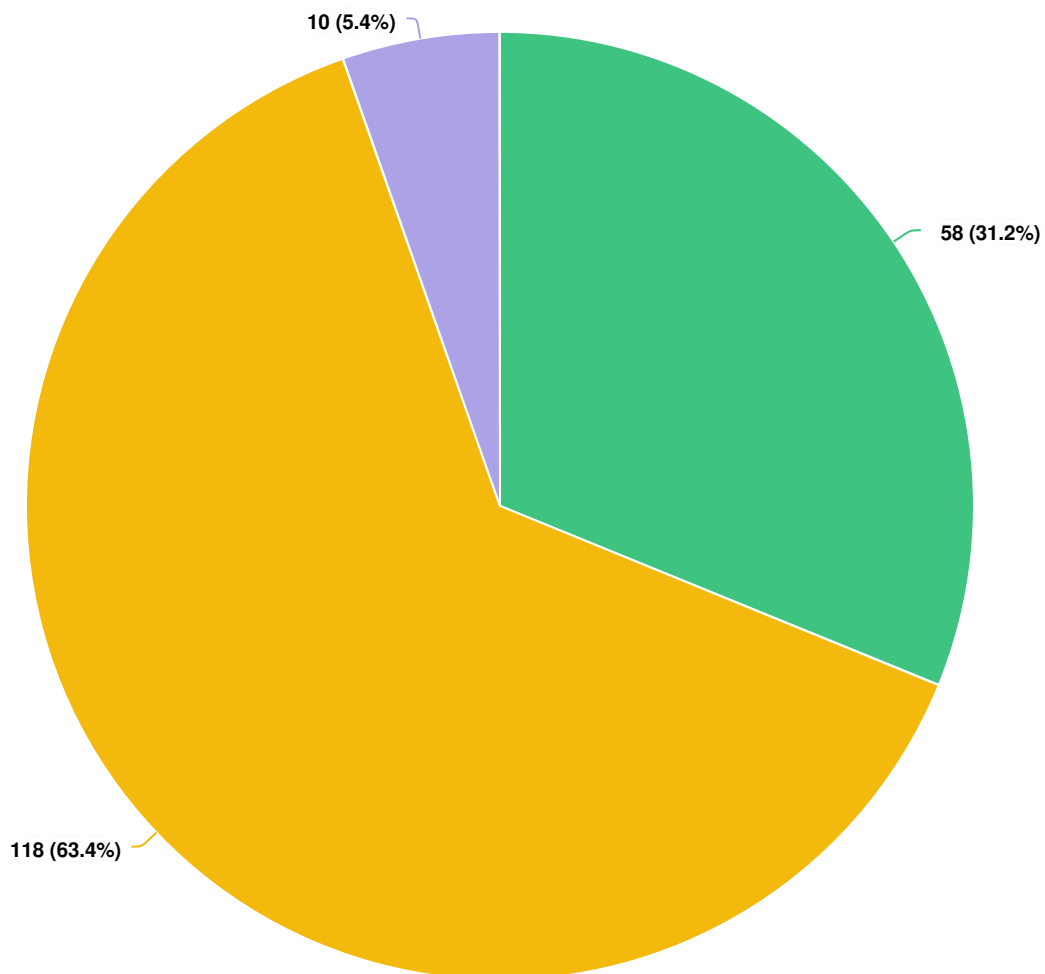


Question options

- Accessory Apartments should meet the same setbacks required for the single-family dwelling
- Accessory Apartments should be allowed to be located within reduced setbacks
- Other (please specify)

Optional question (190 response(s), 2 skipped)
Question type: Dropdown Question

Q11 Many properties in Park City have an Area of Disturbance or Limit of Disturbance outlined on the plat, indicating where the single-family dwelling must be located. Should Accessory Apartments be allowed outside of the boundaries of the Area of Dist...

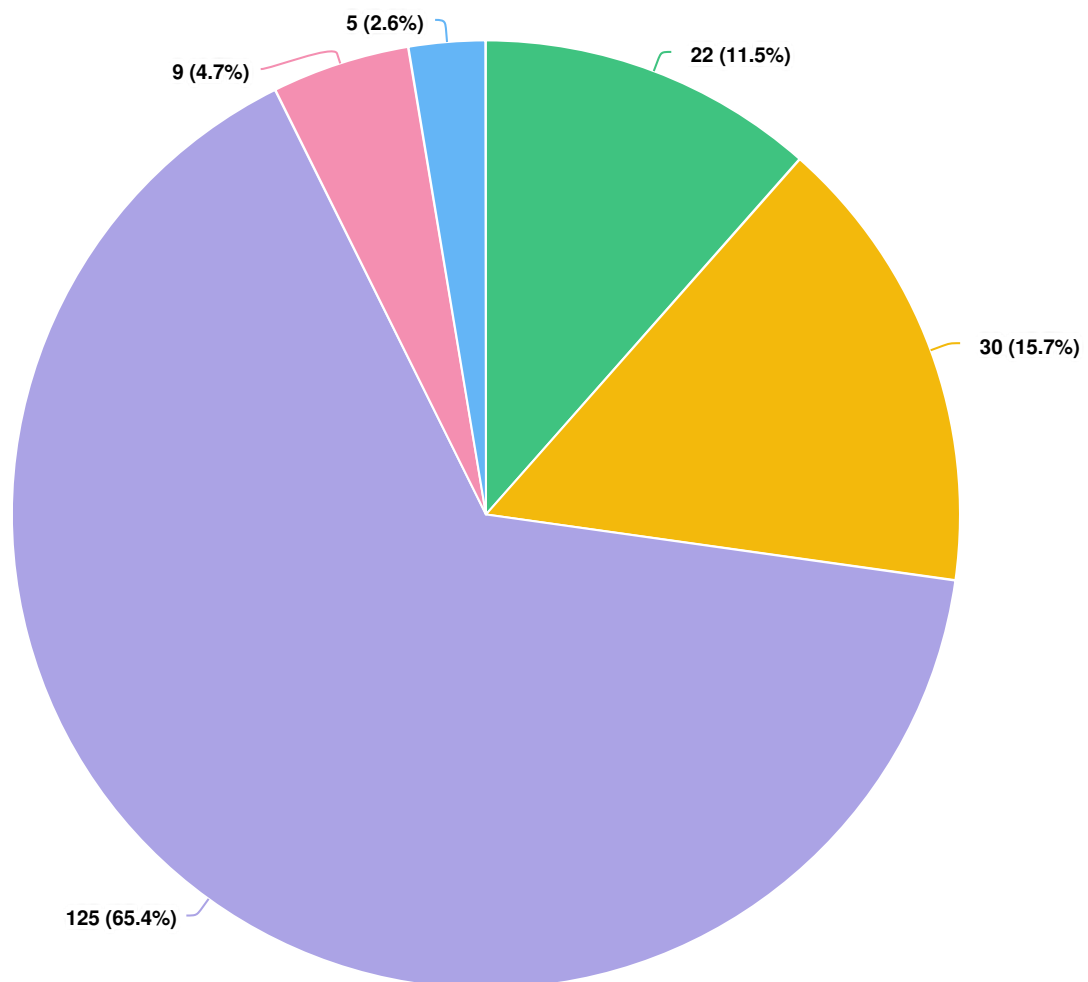


Question options

- Yes – Accessory Apartments should be allowed anywhere on site if they comply with setbacks
- No – Accessory Apartments should be required to be located within the Area of Disturbance or Limit of Disturbance
- Other (please specify)

Optional question (186 response(s), 6 skipped)
Question type: Dropdown Question

Q12 How likely are you to construct an Accessory Apartment on your property?



Question options

Highly likely Likely Not likely I already have an Accessory Apartment Other (please specify)

Optional question (191 response(s), 1 skipped)

Question type: Dropdown Question

Q13 | What potential impacts for Accessory Apartments should be mitigated:

Anonymous

9/28/2021 09:21 AM

None. Legalize housing.

Anonymous

9/28/2021 09:33 AM

Appearance is important, but within reason. If a MIL unit is visually appealing and well-maintained, then I think it should be permitted.

Anonymous

9/28/2021 10:21 AM

Require sound-proof material.

Anonymous

9/28/2021 06:36 PM

Parking requirements should be kept to a bare minimum or removed altogether in order to disincentivize car ownership and vehicular traffic congestion. I know many people will argue the opposite, but if we provide ample parking then we will make it easy for people to own (and drive) more cars than they otherwise would. Minimum parking requirements induce the traffic congestion we all loathe.

Anonymous

9/29/2021 02:31 PM

They should be encouraged near kimball or the resorts or within walking or cycling distance of workplaces. No additional parking should be required to preserve vegetation and native landscaping on the site. They should be required to have low flow and watersense fixtures installed to mitigate the increased water use per property. They should be required to be submetered when possible to encourage reduced energy consumption especially in winter.

Anonymous

9/29/2021 02:32 PM

Absolutely none. Though they will create impacts, they will also profoundly reduce other impacts currently caused by scarce housing inventory, work force commute traffic & emissions, and the increasing socioeconomic segregation defining our town.

Anonymous

9/29/2021 03:09 PM

None. We should encourage maximum build out of ADU's. We should remove all parking requirements for ADU's

Anonymous

9/29/2021 03:23 PM

Unknown at this time.

Anonymous

9/29/2021 03:27 PM

I am for attached and detached accessory apartments but am not in favor of allowing the detached apartments in a homeowner association where the covenants prohibit them. I believe that the City will require the homeowner associations to enforce and mitigate the requests, but that all costs time, money, lawyers and bad will with neighbor to neighbor conflict. I understand that on October 1st, the attached accessory apartments are not allowed to be disallowed under the new State Law, but that is not the case with unattached accessory apartments.

Anonymous

9/29/2021 04:29 PM

Additional parking strain & traffic on neighborhood, overbearing structures.

Anonymous

9/29/2021 04:31 PM

Tree and vegetation removal. Blocking of views. Amount of land covered in blacktop or other non-permeable material that discourages water absorption into the soil.

Anonymous

9/29/2021 04:48 PM

The deed restriction should also include the accessory apt be rented by a FT resident or one employed within Park City. Anecdotally, I have an acquaintance who loves their ADU renters: \$3500 per month for a pied-à-terre for a CA couple, who come for occasional weekends. We're not trying to expand the hotel bed base with ADUs. We'd like people to be able to live where they work and be part of the community.

Anonymous

9/29/2021 05:09 PM

Prioritize the available housing for resident use first. If demand by residents is met, outline a program to make the housing available for nightly rentals. Look at the devastating effect the AirBnB moratorium had on Sausalito's local economy (also very tourist based). You need to address this. Extra units make ALL housing more affordable. More full time residents make communities work.

Anonymous

9/29/2021 05:31 PM

Parking must be available on the driveway or in the garage of the primary residence. No street parking should be permitted.

Anonymous

9/29/2021 06:34 PM

I'm not sure I know enough to give a valid opinion. I do like the idea because we need affordable housing, but it shouldn't be a blemish on our city.

Anonymous

Again there is no enforcement of prohibited nightly rentals in my

9/29/2021 07:32 PM

neighborhood. I believe that allowing more ADUs will lead only to more illegal nightly rentals.

Anonymous

9/29/2021 08:48 PM

I think parking is the biggest issue and what most neighbors would complain about

Anonymous

9/29/2021 10:23 PM

They should coordinate with the current house and blend with the current house construction so they don't become an "eyesore"

Anonymous

9/29/2021 10:33 PM

To make sure neighborhoods do not become overcrowded and low quality looking. Accessory apartments should follow the same aesthetics and rules as single family homes.

Anonymous

9/30/2021 04:55 AM

Street parking

Anonymous

9/30/2021 07:19 AM

Parking must be off street

Anonymous

9/30/2021 08:17 AM

Its a great idea.

Anonymous

9/30/2021 09:21 AM

Additional off-street parking requirements...at least one spot, and an additional one for each bedroom, no matter where the unit is located no nightly rentals no more than one accessory apartment on any property no more than 2 bedrooms limit the number of accessory apartments in any one area/neighborhood

Anonymous

9/30/2021 09:47 AM

Nightly rentals

Anonymous

9/30/2021 12:21 PM

Any long term rental will be less impactful than having that space used as a business or a nightly rental. Long term renters become a part of the community, form relationships with neighbors, and add to the health of this tourist town. Before we bought a home, I know that I loved getting to know my neighbors when I moved to a new rental. Many of those relationships are still strong for me and my wife. We have also made friends with people in ADUs and other long term rentals near by our home. Let's not overthink this...

Anonymous 9/30/2021 12:30 PM	Paking - should need some kind of parking pass so neighbors know whose car is the renters. This could help reduce nightly rental activity too.
Anonymous 9/30/2021 03:35 PM	You cannot mitigate this. You are increasing density haphazardly. There is no plan and no long term thought process as to the possible long term impact.
Anonymous 9/30/2021 03:51 PM	We already are set for parking
Anonymous 9/30/2021 05:05 PM	Increase in energy consumption by fossil fuel intensive building design Light pollution Noise pollution Increase of fire risk View-sheds blocked Parking Safety for the tenants
Anonymous 10/01/2021 06:59 AM	Size
Anonymous 10/01/2021 08:24 AM	Second home owners adding even more inflated pricing. These should be for full-time residents 30 days or longer
Anonymous 10/01/2021 09:09 AM	Be maintained and not allow storage of left over appliances, furniture, junk etc on grounds, on street side and front of units.
Anonymous 10/01/2021 03:30 PM	Parking. Not a fan of rental units being forced to park their car on street while owner has a huge driveway. South prospector Cul de sacs are a parking lot and it's terrible. Cars should be required to be on property and there should be a limit to cars. Example, 4 people sharing a 2bedroom apt and each person has a car. It's too much. Effects snowplows, garbage trucks, threatens kids safety bc cars can't see them biking or crossing street bc of parked cars and if this moves ahead, it would be a great way to encourage public transportation which is easily accessible in prospector.
Anonymous 10/02/2021 10:12 AM	Keeping it as no nightly rentals for any accessory apartments.
Anonymous 10/02/2021 05:24 PM	None. Maybe parties. If an owner rents to short term rentals and doesn't mitigate parties there should be three strikes your out for the year rule. But otherwise we shouldn't worry about issues that

don't really exist.

Anonymous

10/02/2021 05:27 PM

Parking and guarding against nightly rentals. The purpose should be to increase workforce housing. So AMI restrictions.

Anonymous

10/04/2021 10:18 AM

How many people can live in a unit , parking, street parking

Anonymous

10/05/2021 12:13 PM

No nightly rentals or rentals shorter than 30 days, property owner should identify parking limitations and clarify expectations for renters.

Anonymous

10/05/2021 04:51 PM

Congestion/transients, tenants/crime/traffic etc. Destroying single family neighborhoods

Anonymous

10/11/2021 09:57 AM

Noice, parking

Anonymous

10/11/2021 12:30 PM

Do not let them become nightly rentals. We need more long term housing.

Anonymous

10/12/2021 10:30 AM

Parking but that's already an issue

Anonymous

10/12/2021 11:47 AM

To completely eliminate any opportunity for VRBO, corporate ownership of rentals in residential neighborhoods. Corporate VRBO's are ruining residential communities!

Anonymous

10/12/2021 02:43 PM

street parking. Off street parking must be provided.

Anonymous

10/12/2021 03:39 PM

noise , parking, congestion , Making the city look like a slum.

Anonymous

10/12/2021 04:21 PM

Stringent parking requirements must be enforced.

Anonymous

none

10/12/2021 04:24 PM

Anonymous

10/12/2021 05:49 PM

We like neighbors. We don't like additional vehicles. The biggest problem is every long term renter adds at least one vehicle and usually two. Look at all your accessory apt diagrams on this page, none includes a single garage addition and every one adds an additional 1 or 2 cars to be parked on the street. You are just plain kidding yourselves if you think you will eliminate or mitigate this issue. You are absolutely creating it. There is no code enforcement in these neighborhoods and the new accessory apartment dweller's vehicles will be parked in front of our neighbor's houses.

Anonymous

10/12/2021 07:07 PM

Neighborhood/HOA requirements should be no more restrictive than measures adopted by the City.

Anonymous

10/12/2021 08:57 PM

I have 2 accessory apartments on my street. They create a lot of extra cars--parking should be limited to the driveway, and street parking limits should be enforced. Entries/doors should not be visible from the street, and yards should not be fenced in half for tenants. In my experience, accessory dwellings are a way for the homeowners to make money, and the additional units are not affordable housing. They degrade the neighborhood feel of my cul-de-sac. All of the other homeowners on my street have complained about the added traffic and disinterest the accessory dwellers have in being good neighbors.

Anonymous

10/13/2021 07:34 AM

Access to roadways, landscaping, number of occupants, parking requirements

Anonymous

10/13/2021 08:10 AM

Additional policing to ensure no short term rentals

Anonymous

10/13/2021 09:34 AM

There needs to be clearly enforced regulations related to short term rentals. The ADU initiative is way for property owners to build additional square footage that will likely never be used as affordable housing. The ADU's will be guest houses for family or a way for the property owner to generate income.

Anonymous

10/13/2021 10:59 AM

Need to have enough restrictions so that it doesn't look like two homes on one lot.

Trailhead

10/13/2021 11:08 AM

Accessory Apartments in Park City should *not* be expanded. They detract from the character of the town, will lead to increased traffic, water usage, etc. Folks who own property knew the restrictions when they acquired their property. DO NOT EXPAND, ENHANCE, OR MAKE EASIER ACCESSORY APARTMENTS.

Anonymous

10/13/2021 01:59 PM

nightly rentals are a problem. these need to be long term rental or limit the nights they can rent per year. Parking on the street is an issue, they need onsite parking.

Anonymous

10/13/2021 02:04 PM

parking must be supplied for all living there

Anonymous

10/13/2021 03:40 PM

Traffic, utility resources

Anonymous

10/13/2021 05:28 PM

Definitely no nightly rentals, 30 min rental does not alleviate a housing shortage with these units, should consider 90-120 day minimum rental period

Anonymous

10/13/2021 05:37 PM

Cap rent so these are for HOUSING not nightly rentals. Limit occupancy numbers. Minimum lease term 6 months NOT 31 days. How about tenants must be employed in Park City? City must go to great lengths to eliminate loopholes that nightly renters will slither through.

Anonymous

10/13/2021 07:53 PM

Ensure that the building requirements are held to the same standard of all other buildings in the area. Ensure that views are not comprised for existing owners. Accessory apartments will add to the already crowded streets and increase parking issues. Additional apartments should be added on the outside of town.

Anonymous

10/13/2021 10:51 PM

Parking should be a key issue, particularly in Old Town.

Anonymous

10/13/2021 10:51 PM

Bus use and facilities in park meadows, silver creek, thaynes

Anonymous

10/14/2021 07:02 AM

1. A 1-year minimum lease must be required, and that lease must be filed with the City. 2. A deed restriction filed with the county

should set a minimum lease duration of 1 calendar year without substitutions. 3. A deed restriction filed with the county should specify that no tenant automobiles/trucks may be parked overnight on the street. 4. A deed restriction filed with the county should specify no tenant automobiles/trucks are allowed to be parked overnight in the driveway. 5. A deed restriction filed with the county must state that no more than a single tenant (1 tenant) is allowed. No couples. No roommates. No shoving 6 people into the Accessory Apartment. 6. A deed restriction filed with the county must state NO PETS and NO EMOTIONAL SUPPORT ANIMALS.

DOUG FARR

10/14/2021 10:28 AM

Park City is over crowded and any type of future building should be curtailed.

Anonymous

10/14/2021 11:40 AM

Parking - absolutely no street parking. Noise. Heights, density and visual impact for surrounding neighbors. Length of rental - 30 days is too generous, should be for longer. Saying all that, I don't know how you are going to enforce any of this once something is built and a person decides they are going to not abide by the rules.

Anonymous

10/14/2021 02:57 PM

Parking and Noise

Anonymous

10/14/2021 04:01 PM

To be honest I would hate to see an accessory apartment in our neighborhood. As it is, everyone builds such big houses and to add an accessory dwelling would take away open spaces in neighborhoods and probably detract from people's views. We already have a provision for attached dwellings what is the point of taking up more open space with this? Thank you for letting me comment without getting cut off or put down.

Anonymous

10/14/2021 06:58 PM

Noise restrictions.

Anonymous

10/15/2021 08:36 AM

1) Parking. Enclosed parking should be required so that cars are not visible from the street or parked on the street. 2) Accessory Apartments should not be allowed to encroach on adjacent neighbors privacy and outdoor yard space and views.

Anonymous

10/15/2021 08:51 AM

No nightly or weekly rentals. 6 month leases or longer for the accessory and other homes on the lot.

Anonymous

10/15/2021 11:24 AM

Vehicle(s) from Accessory Apartments should be parked on property, not street.

Anonymous

10/15/2021 12:13 PM

parking. Noise from vents and outdoor area use. Lighting both indoor and outside use.

Anonymous

10/15/2021 12:29 PM

Moving in and out (esp. for Air BnB apartments) should be restricted as much as possible. Residential neighborhoods are regularly affected by AirBNB renters who don't respect the residential neighborhood!

Anonymous

10/15/2021 04:07 PM

If you think placing a DEED RESTRICTION on my property is an incentive you need to rethink that crazy idea. Why would I encumber my property potentially adversely affecting the value. NO WAY

Anonymous

10/15/2021 04:13 PM

Off street parking requirement is essential in residential neighborhood. Owner-occupied is essential, otherwise the property is just another duplex. Limiting the number in a specified radius is also essential.

Anonymous

10/16/2021 08:10 AM

I live in the Aerie. A "no nightly rental zone" within the City. Yet, many homes support nightly vacation rentals. The City has done nothing about it. The City has been informed and notified many times. How does the City plan to enforce the 30 day minimum rental period? No additional enforcement...no change in building code.

Anonymous

10/16/2021 08:33 AM

These will become a haven for nightly rentals and shouldn't be allowed. The City already doesn't do a good job of enforcing nightly rental bans and this will only increase the problem.

Anonymous

10/16/2021 08:58 AM

I would increase the deed restriction on rental to say minimum 90 days rather than 30 days.

Anonymous

10/16/2021 09:53 AM

Street parking

Anonymous

10/17/2021 01:18 PM

Our street looks like a used car lot with I think only 2 accessory apartments (Venus Ct) and it will be a nightmare if it ever snows. And constant high speed traffic up and down the street.

Anonymous

10/17/2021 06:54 PM

These units detract from the area beautify and do not enhance the value of nearby properties.

Anonymous

10/17/2021 11:13 PM

Parking issues in Old Town could conceivably be an issue. Also heeding ten o'clock curfew for low noise disturbance. In an effort to maintain a community life style with apartments designed for those who wish to live in a "home" environment with privacy. Also a limitation on the number of people that can live in square footage. One bedroom, max 2 - crib?

Anonymous

10/18/2021 12:43 PM

I do think they should limit nightly rentals, but don't think they should cap the rent and make them affordable housing.

Anonymous

10/18/2021 03:39 PM

First, any design modifications must be approved by the controlling HOA and must meet all current zoning regulations. Second, the homeowner must be a primary resident. In California corporations are buying single family homes, adding dwelling units and raising prices for everyone. This is a very stupid idea.

Anonymous

10/18/2021 04:11 PM

Traffic, Noise, Safety, Fire that could engulf neighboring properties.

Anonymous

10/19/2021 10:32 AM

for those who have invested in building accessory units already, they should not be required to adjust minimum stay because the code changes. Ive invested in creating my accessory unit based on a 30 day minimum rental. I do not want to see that code change because it affects my ability to continue renting at a rate that makes it financially feasible.

Anonymous

10/19/2021 10:35 AM

There are significant potential negative impacts associated with increased population density in Park City. Many of these cannot be mitigated. Some like potential impacts on the school system could be mitigated by significantly increasing the real estate taxes on properties with accessory dwellings. This might sound like a ridiculous idea but there are many examples of municipalities that have been crippled by increased population densities. Providing

public educations is very expensive as I'm sure you understand.
What will a major expansion of the school system do to the city's budget? Where will that money come from?

Anonymous

10/19/2021 05:12 PM

I represent Solamere and OAK's HOA's. Our 225 lot owners adamantly oppose this change. Keep within HOA rules of the area. Do not allow what has happened in Hidden Oaks. Must be attached to dwelling.

Anonymous

10/19/2021 05:58 PM

Parking needs to be provided for on any approved plan. Trash collection problems should be addressed. Would separate meters for water, gas and electric be required? How will an Accessory Apartment impact neighbors. How will property taxes be affected? How will the Accessory Apartments be insured ?

Anonymous

10/20/2021 10:51 AM

No accessory apartments. Definitely do not change code

Anonymous

10/20/2021 02:14 PM

those building accessory apts. should get approval of neighbors adjacent to and across the street from units

Anonymous

10/20/2021 05:57 PM

Making it easier for PC residence to build accessory apartments is not the answer, it will create a tidal wave of negative impacts, not easily undone. These are not potential impacts, they are obvious impacts that will need to be mitigated: more people- I am really happy right now in Prospector, but if 12 people lived next door, that would suck and you all know it. You have not stated a limit on the number of people living on one parcel. more cars parked on streets- all these people come with vehicles. where would they park? Especially when the snow plows come to clear the roads. Think Old Town and Prospector- already a nightmarish parking situation. more traffic- we all know traffic is already bad. more air pollution threatening the snowpack. more contaminated soil to be deposited somewhere. Someone? Anyone? want some nasty mine tailings so I can build my accessory apartment and line my pockets with rental cash. How will the city be able to keep these apartments in the long term rental pool? The short term brings in so much more money. Please don't make me rat out my neighbors. This town mascot is the moose, not rat.

Anonymous

10/21/2021 09:57 AM

I think that you have the right idea for Accessory Apartments from what I read

Anonymous

10/21/2021 11:30 AM

Living across the street from a whole house rental, I have concerns about adding additional rentals in a neighborhood. Excessive noise caused by parties and drinking are an issue. There should be a limit on the number of persons permitted in an Accessory Apartment. This will reduce noise and limit how many cars might try to park in the one additional parking space required. Additionally, no more than one Accessory Apartments on a single property will reduce the concentration of guests in a single spot.

Anonymous

10/21/2021 12:10 PM

parking and traffic in existing neighborhoods

Anonymous

10/21/2021 02:18 PM

not allowing additional parking for accessory apartments on front lawns and side yards, increased neighborhood traffic, increased noise, increased number of people/pets per single family residential lot

Anonymous

10/21/2021 09:57 PM

water and energy use

Anonymous

10/22/2021 06:41 AM

While living in San Francisco I saw the City go from fining and persecuting landlord owners of "accessory dwelling units" to begging us and rewarding us to establish them as long as they were also offered to public employees - teachers, police persons, fire persons and other city workers who could not afford to live within the County. I foresee the same thing happening within the City here in the future as I currently see it in my property taxes annually.

Anonymous

10/22/2021 12:41 PM

Appearance/neighborhood fit, noise, parking, tree/environment preservation, overcrowding, traffic. Also would want to limit the number of people living in a unit.

Anonymous

10/22/2021 04:39 PM

Should be congruent to the dwelling/garge

Anonymous

10/24/2021 10:30 AM

Over population density, traffic, snow removal.

Anonymous 10/24/2021 07:39 PM	Traffic. Cars. Trailers. Boats. Campers. People. Kids. All of the necessary support services and friends.
joeinpc 10/24/2021 08:18 PM	No outrageous building structures, but other than that let's try to find some solutions to our affordable housing problem in town.
Anonymous 10/25/2021 07:31 AM	Property owners should be able to optimize their value
Anonymous 10/26/2021 10:18 AM	Multiple accessory apartments would be very detrimental to zoned single home communities. The zoning and roads will not handle the additional issues of parking and traffic. This is true in the historic downtown as well as in single family home communities such as Park Meadows. Thirty day rentals are still short term rentals and if allowed, will result in sanctioned rentals for profit not a solution for affordable housing. If the parking rules are adhered to the parking lots created will violate the other in place zoning rules regarding additional off street parking and driveway width. It will further result in run off with rain water and melting snow not going into our water table for the local vegetation.
Anonymous 10/26/2021 11:59 AM	More apartments = more people = more traffic, greater requirements for schools and services - all of the challenges Park City currently encounters. Making it easier to have accessory apartments will add to these challenges.
Anonymous 10/26/2021 12:02 PM	Parking and the number of residents per unit
Anonymous 10/26/2021 04:24 PM	Please do not decrease the parking requirement for homes. Parking must be available off street for accessory apartments.
Anonymous 10/31/2021 09:39 PM	impact on infrastructure - roads/traffic, water, sewer, schools impact on the environment impact on fire season
Anonymous 11/01/2021 08:32 AM	Noise, lighting, parking
Anonymous 11/01/2021 11:22 AM	unknown

Anonymous

11/01/2021 01:16 PM

Parking. Street Parking! Parking on grass. If your plot and driveway cant accommodate extra people and their cars, it clogs the whole neighborhood. Inadequate parking on lot/personal plot...affects winter snow plowing. The extra cars are a neighborhood nuisance for those who follow the rules. I support accessory apartments, but the immediate trickle down effect of parking has to be considered with it.

Anonymous

11/02/2021 06:13 PM

Parking will become a greater issue. I appreciate finding ways to increase density without increasing height, but already a parking issue in many areas, so not sure how to mitigate this.

EBellquist

11/03/2021 09:22 AM

Accessory Apartments should have at least one off street parking space. However I think the existing regulation of one parking space per bedroom is too restrictive. I also think that limiting the size of an Accessory Apartment to 1,000 square feet is too restrictive.

Anonymous

11/03/2021 10:30 AM

parking, noise, hot tubs. total #, # per street or neighborhood.
Height - limit to one story if an access building.

Anonymous

11/03/2021 11:42 AM

Impacts of increased street parking

Anonymous

11/03/2021 02:43 PM

Aesthetics and noise should definitely be carefully monitored and controlled.

Anonymous

11/03/2021 08:24 PM

The amount of individuals that would reside in the apartment

Anonymous

11/03/2021 09:03 PM

Limit the amount of occupants per unit

Anonymous

11/03/2021 10:52 PM

Apartment parking only on homeowners approved driveway. No street parking allowed. No separate driveway for apartments. Limit the number of cars outside on the entire lot, use garage for vehicles. (Neighborhood homesites might tend to look like a parking lot) Limit the number of people in the 2 bedrooms apartment, as 2 bedrooms could house a lot of people if no limit is stated. Review and limit animals within the apartment/lot. No

separate apartment hot tubs. Keep windows smaller not the huge picture windows we see today. Creates visual disturbances to neighborhood. No outside RV, sprinter van, trailers, boats etc. There should be discussion about having inside storage for bikes, toys etc to eliminate unsightliness. Some apartments could greatly impact neighbors view, noise and peace. Get surrounding neighbors and HOA approvals of design, height and location... please define the terms: single-family dwelling, property owners, full-time residents Thank you

Anonymous

11/04/2021 02:08 PM

Requiring additional parking for every bedroom in an ADU is not smart when encouraging people to take mass transit.

Anonymous

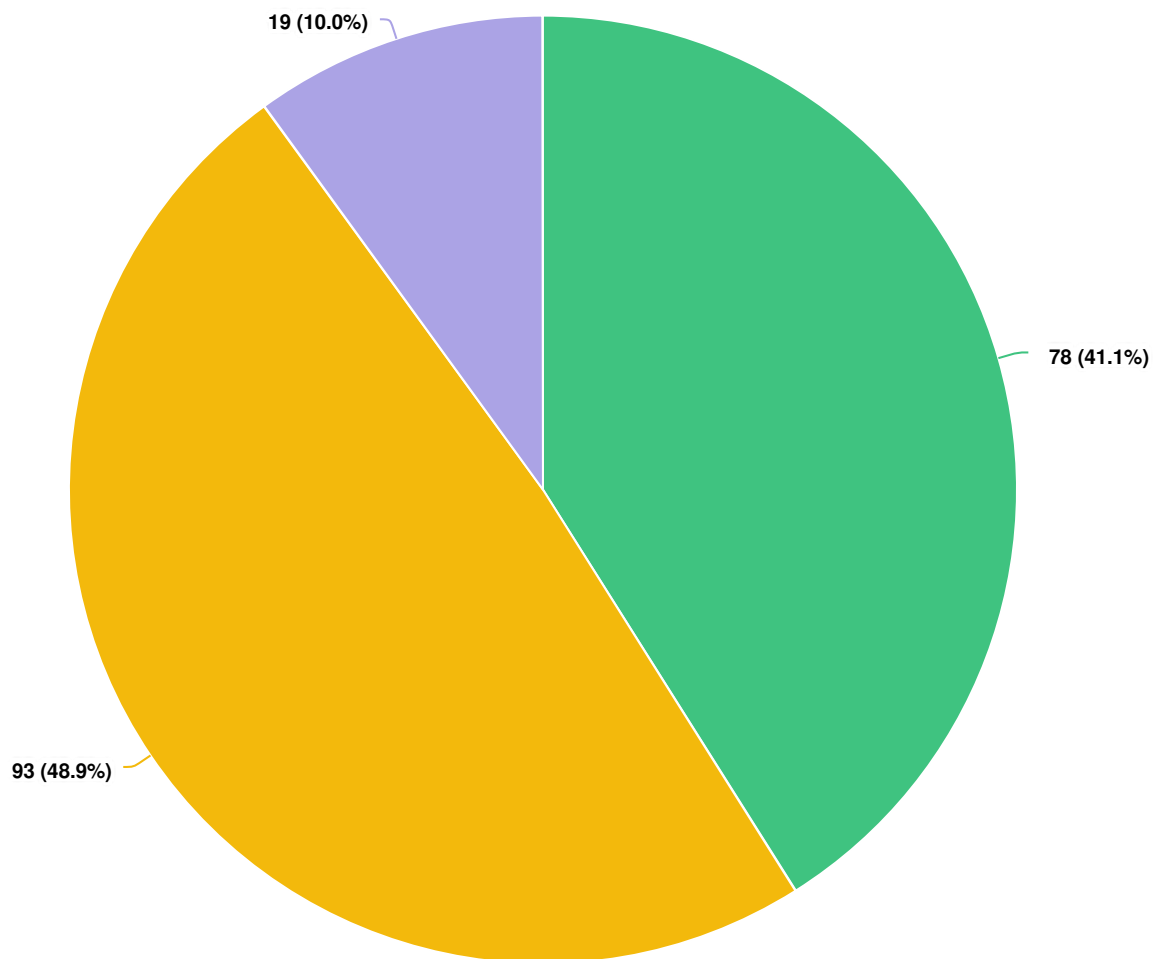
11/04/2021 11:21 PM

My neighbors have an accessory apartment and for two years their tenants had good sized gatherings everyday from morning to night outside right next to our property when the weather was nice. They were all drinkers and smokers, so they were loud and the smoke would billow into our property so we could smell it in our house when the windows were open. We stopped eating outside in the summer, and we kept our windows shut. They generally quieted down around 10:30pm so there was no justifiable reason to complain about them. I have no idea how to mitigate that impact!

Optional question (123 response(s), 69 skipped)

Question type: Essay Question

Q14 | Should Accessory Apartments located near transit stops have reduced parking requirements:



Question options

● Yes ● No ● Other (please specify)

Optional question (190 response(s), 2 skipped)
Question type: Dropdown Question

Exhibit B – Public Input

Greetings - to the Park City Planning Commissioners:

We are in interesting times in our little Park City. Property value is soaring, but small (and large) businesses in every sector are scrambling and stressed. Why? We're understaffed because workers can't afford to live in Park City or even greater Park City.

After 25 years, 2021 has devalued my company. I'm running $\frac{1}{4}$ the crew I need for my landscape contracting company. This year, I turned down over 35 jobs and then stopped counting. I pay well and offer benefits for return staff and still, I can't find enough new hires.

Lost tax revenue: Lost revenue to business is lost tax revenue for government. I'm curious about a comparison on tax revenue generated by current zoning and tax revenue lost, (due to staff shortages).

Carbon Footprint: For the last several years—and this is a complete change from my first 10 years of business operations--the majority of my staff lives in Salt Lake City. We need to include the carbon costs of pushing workers out of Park City, just like we considered tourist travel when assessing our city's carbon output.

Affordable housing without building: We need affordable housing, but that doesn't mean more building. There are hundreds or more viable rental spaces in Park City—rooms and lock outs that sit empty—many due to current state and local codes.

Over the years and this year as well, I've had people seek out my company for hire from across the country, due to the particulars of our work. Once they research housing costs, they cancel.

Our daughters and sons: Additionally, despite a lifetime of relationships and connections, many Park City hometown kids have to move to Salt Lake City due to high housing costs. This is so for one of my children.

Ejecting our youth says a lot about what a community really values. Can we please change that?

Impact of nightly rental zoning: Long term rentals took a huge hit and continue to, due to the nightly rental phenomenon. My home in Prospector sits on the boundary of nightly rental allowances. Now, on my west side in what used to be a long term rental property, I have nightly renters who are ready to party on the weekends when I'm ready to rest.

I start with a conversation with these folks, yet alcohol amplifies emotion. I've been threatened, filmed and called vile names and then I do call the police.

Do we really want police to be dealing with "over the fence" conflicts?

More importantly, why have we allowed so many long term rentals to be zoned for nightly rentals when we are such and extreme housing deficit?

Why are we allowing tourism to seep into our neighborhoods when there are empty hotel rooms?

What I value: I don't want to distill my viewpoint through the lens of economics and tax / revenue comparisons. I want Park City to begin valuing **real** community with diversity of all kinds including socio-economic and ethnic. I want continuity for the people who grew up here to be able to live here as adults. I want Park City to consider the entire community **system**—not just revenue when making all decisions—including housing.

In closing, I would like to see two things:

1. Remove the "300' " and other limitations on accessory apartments. I think these units should meet several standards with consideration to neighbors and safety for renters.
2. Minimize zoning for nightly rentals and concentrate them in the Main Street areas which are already impacted with noise and alcohol revelry.

Thank you all for serving on the Planning Commission!

Dee Downing

Prospector resident / Red Ant Works, Inc.

Thank you for sending the card announcing the "Public Hearing". We are unable to attend tonight's zoom meeting. We are opposed to any change/s to codes adding traffic, parking problems, parking enforcement, (no sidewalks - kids must walk to school in street - hazardous especially in Winter), reducing property values. We were not aware of zoning changes that allowed "Alternative dwelling units" in Park Meadows II. The ADUs have ignored (or been given variance to) the side and rear setbacks and are rented out at exorbitant rates. We hear that these were approved by the city in a unusual way, yet it took eight trips to Marsac for me to get a permit to replace my driveway. Our neighbors, Kitty and Frode Jensen, are out of state and will not be able to zoom - they are also opposed to this. This might be a repeat of an attempt to solve a problem creates three more! What is the process after this hearing - thanks Bob and Becky Burns.

Exhibit B – Public Input

I would strongly urge the planning commission to recommend modifying the LMC to eliminate parking requirements for ADUs near transit lines. First, the primary purpose of creating these units is to allow more people who work in Park City to live here. Reducing traffic in and out of town largely offsets any potential impact from parking. Second, it is unfair to impose no parking restrictions on single families (who may own many cars) yet enforce them on ADU owners and tenants. Third, the Sudbury Report presents strong evidence that eliminating the parking requirement can greatly increase ADU development, while having minimal impact on neighborhood parking issues.

We would be agreeable to requiring ADU tenants to utilize remote parking lots to park their vehicles for use when out-of-town travel is required, with public transit/bicycle/walking always used for in-town transportation and commuting.

Thank you once again for your dedication and for taking my comment.

--

David Dorsey

I am sorry not to have sent a follow up email earlier, but I do support amendments to city code which would incentivize accessory dwelling units and accessory apartments. Here are just a few reasons:

~ It's good for the environment and for quality of life for workers to live nearby and be able to take advantage of our public transit, bike or walk to work;

~ It's good for the community to have diversity of residents. Minorities, young people starting out in the workforce, the elderly on fixed incomes, and other economically disadvantaged people deserve to be a part of this great community;

~ It's good for aging homeowners who might need assistance to remain in their homes during their twilight years;

~ It's good for multigenerational families to be able to live nearby or communally without being "too close";

~ It's good for our tax base to have more income producing people live within the city.

Thank you for sharing this information with Staff participating in this discussion.

Exhibit B – Public Input

Dear Ms. Ward-I am writing to share my thoughts regarding proposed easing of regulations which control the construction and occupancy of accessory apartments on single unit housing lots in Park City.

I oppose any easing of regulations governing construction and occupancy of accessory apartments.

My reasoning is based upon observing building in Park City for the past 40 years. From my perspective the Planning Commission, City Council and Planning Department eventually approve virtually every project on privately held land parcels-residential and commercial. 40 years ago breaking the ridge line was supposedly verboten in Park City. I watched from my perch on the playground at the old Carl Winters Middle School as a then very modern home design broke the ridge line on the mountain just east of the old school and Park Avenue. The town was up in arms-the ridge line was broken. Evidently, the City acquiesced and the owners completed the project, moved in, and sent their kids to the middle school.

In the last few years the former owner of the Grub Steak decided more money could be made developing land on a virtual cliff than selling prime rib. Said owner had long and strong relationships with those in government in Park City. A monstrosity of houses and condos was born and built. While it may not actually break a ridge line, it overwhelms the historic mining houses and neighborhoods below. As with many other long term locals, I struggle to see how this visual carnage improves life and living in Park City. A few people make the money and the rest of us suffer from the damage caused. Such approvals are part of a sad pattern in our community that relegates many to lower standards of living.

This laxity continues to this day. The latest is the forty year old approvals that are soon to be enacted on the Vailterra parking lots below Park City Resort and Deer Valley. It is evident that these projects will be approved but what remorse it will cause in a thirsty community with a craving for livability. There is a solution to the challenge of eight story above ground structures. Force the developers in both cases to go four to six stories underground. Such a requirement will test their economic will-they can build what they want within, say four stories above ground, but they must match that and go deeper beneath the surface. If these developers are truly devoted to Park City and to quality of life for both residents and guests, they will need to expend the financial resources to dig these giant holes and fill them with concrete.

Most residents shrug and say that ultimate approvals of building permits with evidence of apparent oversight and modification represent what Park City has become-private property rights for the individual or development company in the end prevail over the well-being of community virtually every time. One can only imagine the flagrant abuses and deviations from what used to be code and community norms will soon be omnipresent with the new deregulation of accessory apartments. Traditional view lines abrogated. Water that we do not have in our county and, indeed, our state will be in

Exhibit B – Public Input

even shorter supply. More cars and people will be jammed into what used to be and still is a small canyon to the south. Street parking will become the norm. Nightly rentals will invade formerly quiet neighborhoods. Quality of life will continue to degrade. The permanent exodus of full time residents will continue and perhaps grow continuing the trend to community with no community. Those who have lived here 30, 40, 50 years never imagined that the intensity to build more, pave over every square inch it seems, would get so far out of control even with the obvious natural limitations of water and space.

Less regulation generally means more abuse. That is what I envision with the proposed changes to the accessory apartment building codes.

Accordingly as stated at the outset of this email, I oppose any changes and reductions to the regulations governing construction and occupancy of accessory apartments.

Sincerely,

Brian Schiller

I am 100% opposed to reducing regulations to incentivize construction of Accessory Apartments. Instead, Accessory Apartments should be banned.

Park City has too many people, period. Park City does not have the infrastructure to support more people. Adding Accessory Apartments means bringing in more people, and that just makes the quality of life worse for everyone.

More people wish to live here than there are homes/apartments for them – but that DOES NOT mean The City has an obligation to create more homes/condominiums/townhouses/apartments to satisfy that demand. Bringing yet more people to Park City via more Accessory Apartments should be a NON-objective. Reducing the number of people in Park City should be the objective.

Phil Palmintere

Hi Rebecca, In answer to part of your question and some thoughts and feelings on Air B and B.

And if so, is this in the old town area? Parking might be a big issue. I am not sure I understand the accessory apartments. Does this mean I could assign part

Exhibit B – Public Input

of my house as a separate unit rental? .I see the provision for parking, but that seems unrealistic in old-town?

What I am concerned about is the Air B & B. So many in my neighborhood, and some are in the party mood at odd hours in the morning. They also sometimes park in my space and I am constantly defining my boundaries to people who are innocent in a way, they simply rented a vacation house and don't know the rules and boundaries. I end up taking out their garbage most of the time (it gets full and smelly). Now I don't mind doing this for a neighbor as a community, but to do it for a one house hotel, I should get payment for that. I do not know exactly how to contact the owners or know who the rental properties are. Can this be information available to the neighborhood as a unit? The out of town owners do not understand Old Town at all. The rental properties should be taking out the garbage AND returning the can to the storage area. I have three AB&B's in my backyard too. One will soon be occupied by mountain employees. One year they had 8 young men in a one bedroom house, they smoked and partied all the time. Even vomiting over the porch rail of a darling 1890's historical cottage. The owners live out of town and don't seem to have any involvement with who rents or how it is managed by the rental companies.

I want to know who the property managers are. All of these houses but one are owned by young people and they all seem to be friends. They call us the old-timers "The Karens"...imagine that. That would not describe me as I am very peaceful, loving to all, and helpful. I try to be a good neighbor and clean up after them and offer services like taking care of package delivery when they are not on the site.

I manage a couple of houses in Deer Valley myself and understand how it works. The houses I manage, however, are owned by out of towners from New England, but are used only by these families two or three times a year. They are not AB & B's. They are not monthly rentals. I take care of these homes in Deer Valley as if they were my own. And I should not have to take out garbage on a busy road like Marsac when I have all these other properties to take care of. As you know I will be 80 in February, but I am quite fit and seem much younger.

This summer while I was painting the outside of my house (myself with a brush on a ladder) the downhill neighbor was doing construction. They had a power saw under my dining room window (one foot away) this resulted in sawdust all over my freshly power washed wall. And later the same thing on my fresh paint. I talked to the contractor and agreed to hold off on my painting until they were finished. Of course this took much longer than anticipated. I did get my house finished before the first snowfall. Also, the neighbors left out many shipping boxes , and large pieces of styrofoam left against their

Exhibit B – Public Input

house to blow around. The owners left a great deal of this garbage before rushing off to Florida as they had a client coming in. All I took care of.

I take pride in my historical home and the yard is always spotless.

I am not addressing a complaint, but simply making an effort to show how it is for long-time residents in old-town and answering your question for feedback . Some of the times we have very nice people renting next door and that is a plus. I love people and there are some lovely folks too. I love My Town. I wouldn't want to live anywhere else and have been a resident for 36 years in this house. A total of 40 in Park City.

If you have any direct questions just ask. I want to be helpful and I want Park City to be a beautiful town reminiscent of Aspen, or Carmel with the old homes being "the jewels" and adding character of an old mining town, such that it is.

What happened to the deed restricted rental agreement plan?

Thanks so much for including me in your research.
My best,
Anita

This is a very bad idea that will serve primarily to increase traffic, crowd streets with excess cars parked to accommodate renters and drive up the cost of housing as speculators acquire properties to generate income for their investments. It is already happening and must be stopped. I live in Park Meadows and there is enough crowding of street parking caused by trucks and cars of workers doing remodels of homes - we don't need more congestion for the construction of Accessory Apartments followed by renters parking on the street. Further, how will City snow plows be able to clear streets with the additional overnight parking blocking the streets? Enough is enough! I strongly object to allowing this to happen. I will be away from Park City for the hearings but want to register my objections.

Respectfully, John E. Brubaker

Dear Rebecca and Members of the Planning Commission, City Council and Mayor,

Rebecca, Please distribute this letter to the Commission and Council members as well as the Mayor and newly elected Councilors. Thank you for talking with me on Friday. Please confirm receipt of this email.

Exhibit B – Public Input

This letter is to express my **opposition** to the proposed changes to the Land Management Code to allow accessory rental apartments in Single Family Zones. Many subdivisions have provisions in their CCR's which prohibit accessory apartments. To allow them by city ordinance sends a mixed message and creates confusion in neighborhoods where the only use allowed is a single family home.

In my neighborhood, Aspen Springs Ranch, there was an illegal rental apartment in a home that caused disruption to the neighborhood. Even though the home had a three car garage, parking was a problem. Crowding in the garage resulted in the trash cans always being stored outside. It is unrealistic to expect that renters will not use cars for transportation. Multi-family use and less permanent residential use will negatively impact the quiet enjoyment that we expected when buying where we own.

The CCRs for Aspen Springs Ranch, while they do allow accessory apartments on certain large parcel clearly states that the use is "to provide housing to the owner's employees or guests" and "may not be...rented under any circumstances."

Please do not impose this zoning on any neighborhood that presently has recorded CCRs that prohibit secondary rental units.

Thank you,
Bill Ligety

Hi Rebecca,

Thank you for your help today. I have had an accessory apartment in Old Town for 22 years. The terms and conditions can be confusing as well as overly restricting. I've read the proposed LMC changes and appreciate what you are trying to accomplish.

My "two cents" is that there should be some language that the new definitions and allowed uses should supersede or be 'superior to' any and all existing agreements, definitions, terms, restrictions, easements, etc.

Thanks, -Michael

Michael E. Kaplan, M.I.M., A.L.M.

Accessory Apartment Background

In 2016, the City Council adopted [HA 01-2016](#), *A Resolution Establishing an Affordable Housing Production Goal for the Park City Housing Authority*. The Resolution states “[t]he Mayor and City Council do hereby proclaim an affordable housing goal of 800 units by 2026 with an interim goal of 220 units by 2020.”

The purposes of this goal include promoting a range of affordable, quality housing opportunities within Park City for persons of all economic levels, meeting the socio-economic needs of those who live and work in Park City, maintaining a community with a broad diversity of owner-occupied and rental housing types, and promoting energy-efficient, environmentally sensitive housing that blends with the City’s natural environment.

Since 2016, there have been 133 affordable units created in Park City. The City is in the process of developing 330 units over the next four years. 92.45 Affordable Unit Equivalents are obligated through approved housing mitigation plans and are in progress. Additionally, an estimated 282 Affordable Unit Equivalents are anticipated through future developments that are in the planning process. While 837 units are in progress, to reach the goal of 800 units by 2026, more affordable units need to be constructed in the next five years.

Park City Vision 2020 reiterated the community priority of affordability and equity, and a Key Action Area includes incentivizing long-term rentals and creating more workforce and family housing options like accessory apartments.¹

“Many Park City residents are finding Park City unaffordable and are moving away [i]t is also making it nonviable for people who are essential to the success of the city to live where they work. Individuals who work in the service industry, whether in tourism, hospitality or education are unable to live in Park City. Younger generations who may have grown up in Park City, are unable to live where they grew up, due to the exponential growth of house prices.”

To help achieve affordable housing goals, the City Council directed Planning staff to identify barriers within the Land Management Code (LMC) to affordable housing development, and to amend the LMC to incentivize private development and public-private partnerships for the development of affordable housing.²

¹ [Park City Vision 2020](#), p. 27 – 28.

² In February of this year, the City Council adopted [Ordinance No. 2021-10](#), to enact Affordable Master Planned Developments, developments that qualify for reduced open space, setbacks, and parking restrictions, and increased

Exhibit C

The City has considered Accessory Apartments—dwelling units attached to a single-family dwelling or detached garage—an avenue to address affordable housing needs since 1994 and has carefully crafted land use regulations to ensure Accessory Apartments are appropriately located and integrated into neighborhoods. Goal 2 of the [2021 Update to the Housing Assessment and Plan](#) is to complete LMC amendments to reduce Accessory Apartment regulations by the end of the year to incentivize private development of long-term rentals.

LMC [§ 15-4-7](#) currently establishes the following regulations for Accessory Apartments:³

- Cannot be less than 400 or more than 1,000 square feet
- Cannot be larger than 1/3 of the square footage of the main home
- Cannot exceed two bedrooms
- Requires one additional parking space per Accessory Apartment bedroom
- No more than four may be located within a 300-foot radius
- Must be rented for more than 30 days
- Allowed in residential Zoning Districts, except for the Community Transition Zoning District (Park City Heights)
- Requires a staff-level approval in all Zoning Districts except for the Historic Residential – 1, Historic Residential – 2, and Historic Residential Low – Density Zoning Districts, which require Planning Commission approval of a Conditional Use Permit

To reduce barriers to Accessory Apartment construction, the proposed amendments:

- Allow Accessory Apartments in the Community Transition Zone (Park City Heights area)
- Allow Accessory Apartments as small as 280 square feet
- Remove the requirement that the property owner live on site but require recordation of a deed restriction outlining long-term leases of 90 days for the Accessory Apartment and six months for the Single-Family Dwelling
- Remove the proximity cap
- Allow detached Accessory Apartments on Lots 3,750 square feet or larger
- Require the Accessory Apartment to comply with the same setbacks and maximum building footprint required for the Single-Family Dwelling
- Require compliance with areas of disturbance or limits of disturbance outlined on plats that may be more restrictive than the Land Management Code

height, for projects wherein at least 50% of the Residential Unit Equivalents are deed restricted to be affordable to those at 80% AMI ([Staff Report](#); [Minutes](#), p. 18).

³ LMC [§ 15-15-1](#).

The City has considered Accessory Apartments an avenue to address affordable housing needs since 1994 and has carefully crafted land use regulations to ensure Accessory Apartments are appropriately located and integrated into neighborhoods

On February 3, 1994, the City Council adopted Resolution No. 3-94 to establish priorities and identified affordable housing and accessory units as a top priority. On February 17, 1994, the City Council adopted Ordinance No. 94-4 to establish Accessory Apartments in the Land Management Code (LMC).

The original regulations established Accessory Apartments—apartments within or additions to Single-Family Dwellings or detached garages— as an allowed use in residential Zoning Districts and a conditional use in residential Historic Zoning Districts.

The purpose of Accessory Apartments outlined in the 1994 LMC was to:

encourage accessory apartments as an affordable housing opportunity while protecting the existing quality of life found in single-family zones throughout the community. While preservation of the single-family zone is of paramount importance, increasing affordable housing opportunities will benefit the community in its entirety.

The 1994 Accessory Apartment code was restrictive and only allowed Accessory Apartments between 400 and 800 square feet that were no more than one-quarter the size of the single-family dwelling, capped Accessory Apartments to three within a 300-foot radius, and required:

- A parking space for each bedroom
- The property owner to live on site
- At least a six-month rental term for the Accessory Apartment
- Recordation of a deed restriction that terminated with the sale or transfer of property, requiring each property owner to re-apply for an Accessory Apartment permit
- A one-year review for each Accessory Apartment permit to evaluate complaints

In 2002, the City Council adopted Ordinance No. 02-07, adopting a comprehensive and substantive revision to the LMC. Accessory Apartment regulations were loosened:

- Accessory Apartments could be one-third of the size of the single-family dwelling, up to 1,000 square feet, but capped at two bedrooms
- The driveway length required for tandem parking was reduced
- The rental term of Accessory Apartments was reduced from six months to 30 days or more

Exhibit C

In 2007, the City Council adopted Ordinance No. 07-49 to amend Accessory Apartment regulations to:

- Allow approvals and recorded deed restrictions to run with the land
- Prohibit Nightly Rental of both the single-family dwelling and Accessory Apartment
- Allow the Planning Department to impose reasonable conditions to mitigate any impacts to the surrounding neighborhood
- Remove the required one-year review

The following table outlines the 2018 – 2021 process and meetings to develop the proposed Accessory Apartment code amendments

July 12, 2018	City Council Work Session Staff provided an analysis of Accessory Apartments and potential barriers to development. The Council expressed support to pursue Accessory Apartment LMC amendments and requested that staff return with a list of options to remove barriers to affordable units. (Staff Report ; Minutes , p. 2 – 3)
November 7, 2019	City Council Adopted the 2020 Housing Assessment and Plan Goal 3 of the 2020 Housing Assessment and Plan (p. 16) is in part to amend the LMC to incentivize the construction and rental of affordable Accessory Apartments through reduced parking requirements. (Staff Report ; Minutes , p. 16)
May 6, 2020	Sudbury Consulting, LLC Submitted Recommendations to Incentivize Accessory Apartment Development The City hired a consultant to evaluate the Accessory Apartment code. The consultant's Accessory Apartment Unit Policy Research Report (Sudbury Report) recommends eliminating restrictions, establishing by-right approval for projects that meet certain standards, reducing application and impact fees, partnering with local banks to explore financing programs, and creating user-friendly manuals, materials, workshops, and technical assistance for community members.

June 24, 2020	Planning Commission Work Session Staff provided research on tiny homes and presented the findings of the Sudbury Report. The Planning Commission expressed support to: • Allow Accessory Apartments in the Community Transition Zoning District • Expand the Land Management Code to allow detached Accessory Dwelling Units in some Zoning Districts • Extend the minimum rental timeline from 31 days to 90 days • Reduce the minimum square footage to as low as 280 square feet • Evaluate the proximity prohibitions and eliminate them in certain Zoning Districts (Staff Report; Minutes, p. 9)
November 19, 2020	City Council Adopted the 2021 Update to the Housing Assessment and Plan Goal 2 of the 2021 Housing Assessment and Plan is to complete the amendments to allow Accessory Apartments in appropriate neighborhoods (p. 5). (Staff Report; Minutes, p. 7)
April 28, 2021	Planning Commission Work Session The Commission evaluated the impacts of H.B. 82 Single-Family Housing Modifications that preempts some regulations of what the state identifies to be Internal Accessory Dwelling Units (IADUs), apartments constructed within the existing building footprint of a single-family dwelling, and IADU impact on Accessory Apartment regulations. (Staff Report; Minutes, p. 14)
September 15, 2021	Planning Commission Public Hearing The Planning Commission reviewed stopgap LMC amendments to prepare for state preemption of IADUs and forwarded a positive recommendation for City Council's review. (Staff Report; Minutes, p. 2)
September 23, 2021	City Council Public Hearing The City Council enacted stopgap LMC amendments to prepare for state preemption of IADUs. The adopted code is outlined in LMC Section 15-4-7.1 and distinguishes IADUs and Accessory Apartments. (Staff Report; Audio)

September 24, 2021	Accessory Apartment Survey Staff created an Accessory Apartment Survey open for public input through November 4, 2021. 195 community members participated.
October 13, 2021	Planning Commission Work Session The Planning Commission provided input on proposed LMC amendments, including: • Removing the requirement that the property owner live on site • Continuing to prohibit Nightly Rentals (rentals for 30 days or less) • Increasing the minimum rental period to 90 days • Removing the proximity cap of four Accessory Apartments within a 300-foot radius • Allowing detached Accessory Apartments on Lots 3,750 square feet or greater • Potentially allowing affordable Accessory Apartments to be exempt from maximum square footage • Requiring Accessory Apartments to comply with limits of disturbances and areas of disturbances established on plats • Requiring Accessory Apartments to comply with the same Zoning District setbacks outlined for single-family dwellings • Capping maximum height for detached Accessory Apartments to 18 feet • Reducing allowable size to 280 square feet • Establishing potential parking reductions for affordable Accessory Apartments if impacts can be mitigated and the unit is located to proximity to transit • Requiring additional review for Accessory Apartments in Historic Districts (Staff Report; Audio)
November 3, 2021	Historic Preservation Board Work Session The Historic Preservation Board provided input on Accessory Apartments in the Historic Districts in general, and Accessory Apartments on Significant and Landmark Historic Sites designated on the Park City Historic Sites Inventory, as follows: • Allow detached Accessory Apartments on Lots 3,750 square feet or greater in the Historic Districts

	• Allow detached Accessory Apartments on Significant and Landmark Historic Sites if the Accessory Apartment complies with the Historic District Design Guidelines • Amend the Historic District Design Guidelines to prohibit detached Accessory Apartments in the front, requiring that detached Accessory Apartments be set back behind the Single-Family Dwelling front façade • Amend the Historic District Design Guidelines to address conversion of a basement garage to an Accessory Apartment • Require that attached Accessory Apartment entry be on a secondary or tertiary facade • Consider evaluating deed restrictions that prohibit car ownership in lieu of requiring additional parking spaces • Evaluate a car share for reduced parking • Consider allowing staff-level approvals for Accessory Apartments in the HR – 1, HR – 2, and HRL Zoning Districts rather than requiring Planning Commission review and approval for a Conditional Use Permit (Staff Report; Audio)
November 10, 2021	Planning Commission Public Hearing The Planning Commission forwarded a positive recommendation to City Council for the following amendments: • Allow Accessory Apartments in the Community Transition Zoning District (Park City Heights area) • Allow Accessory Apartments as small as 280 square feet • Remove the requirement that the property owner live on site, but require recordation of a deed restriction outlining long-term rental leases of 90 days for the Accessory Apartment and six months for the single-family dwelling • Remove the proximity cap of four Accessory Apartments within a 300-foot radius • Allow for detached Accessory Apartments on lots 3,750 square feet or larger, with a maximum height of 18 feet • Require the Accessory Apartment to comply with the same setbacks and maximum building footprint as a single-family dwelling • Require compliance with more restrictive plat regulations like areas of disturbance or limits of disturbance The Planning Commission was split regarding the level of review required for Accessory Apartments. Currently, Accessory Apartments are approved at a staff level in most Zoning Districts.

Exhibit C

	However, Planning Commission approval of a Conditional Use Permit is required in three Historic Districts: Historic Residential – 1 (HR – 1), Historic Residential – 2 (HR – 2), and Historic Residential Low – Density (HRL). Three Commissioners voted to amend the code to allow for staff-level approval in these Historic Districts. Three Commissioners voted to retain Planning Commission Conditional Use Permit approvals in these Historic Districts. The Planning Commission Chair voted to break the tie, supporting staff-level approval in the Historic Districts. (Staff Report; Audio)
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Council Agenda Item Report

Meeting Date: December 9, 2021

Submitted by: Alexandra Ananth

Submitting Department: Planning

Item Type: Work Session

Agenda Section:

Subject:

5:20 p.m. - Discuss Quinn's Junction Partnership Annexation and Master Plan Development (MPD) and the Substantive Modification to the Annexation and MPD for Studio Crossing, a Proposed Mixed-Use Development including Commercial and Housing Uses Located at 4001 Kearns Boulevard
(A) Public Input

Suggested Action:

Attachments:

[Studio Crossing Work Session Staff Report](#)

[Exhibit A: Table of Allowed Uses and Square Footage](#)

[Exhibit B: Applicant's Project Narrative and Concept Plans](#)

City Council Work Session Staff Report

Subject: Studio Crossing Proposal - Quinn's Junction
Partnership Annexation and Master Planned Development,
4001 Kearns Blvd.
Author: Alexandra Ananth, Senior Planner
Jason Glidden, Housing Program Manager
Date: December 9, 2021

Executive Summary

Staff recommends the City Council: 1) receive an update from the applicant and Council liaisons Joyce and Worel regarding their meetings; 2) consider the questions posed at the end of this Staff Report; and 3) direct staff to work with the applicant on the necessary applications for the Planning Commission review process and Housing Mitigation Plan.

Background

The property is located at 4001 Kearns Blvd. The property annexation was the result of extensive litigation between the original owners and Summit County for the development of the parcel, that resulted in a settlement which provided Park City with an option to consider the annexation prior to development in the County. As a result, Park City approved its own [Settlement Agreement](#) and [Development Agreement Master Planned Development \(MPD\)](#) for the purpose of constructing 374,000 square feet of "a motion picture studio and media campus," as stated in the Settlement Agreement, on the 29.55-acre parcel. The site is in the Community Transition (CT) zone, with a Regional Commercial Overlay (RCO), and an MPD for a Film Studio and Media Campus. The MPD is limited to a movie studio and media campus, including a 100-room hotel, amphitheater, and associated Commercial uses as outlined in Exhibit A.

To date, only Phase 1 of the Film Campus has been constructed, which includes the sound stages, workshop, and production support/offices (Buildings 7, 7A and 7B), associated parking, the main entrance, landscaping, and berming. This totals 91,425 square feet of development. Currently there are 283,000 square feet of remaining Commercial density to be built at the Property, for uses and buildings consistent with the [Annexation Agreement](#) and MPD.

While considering a phasing plan amendment earlier this year to construct the allowed hotel building in proposed Phase 2 and move the rest of the buildings to later phases, the Council indicated a willingness to designate two City Council liaisons to assess at a high level whether the City should entertain further amendments to the original Annexation and MPD, to allow for additional uses, including residential uses, for the remaining entitled density. The Mayor and Council designated Council members Steve Joyce and Nann Worel with reviewing the applicant's new concept plan.

Planning Department, Housing staff, and Council liaisons met with the applicant on several occasions including for a tour of the applicant's recently completed project, The Commons, a mixed-use affordable apartment complex in Newpark at Kimball Junction.

After several conversations and meetings with the applicants regarding the affordable housing needs of the City and a potential site plan, Council liaisons requested the applicant return to Council to present the current concept for the remaining density on the site prior to filing applications for Planning Commission review.

The applicant seeks feedback on their proposal to a) amend the zoning and annexation ordinance and MPD to allow additional uses; and b) modify the use, number, footprints and building height for the remaining density on the site.

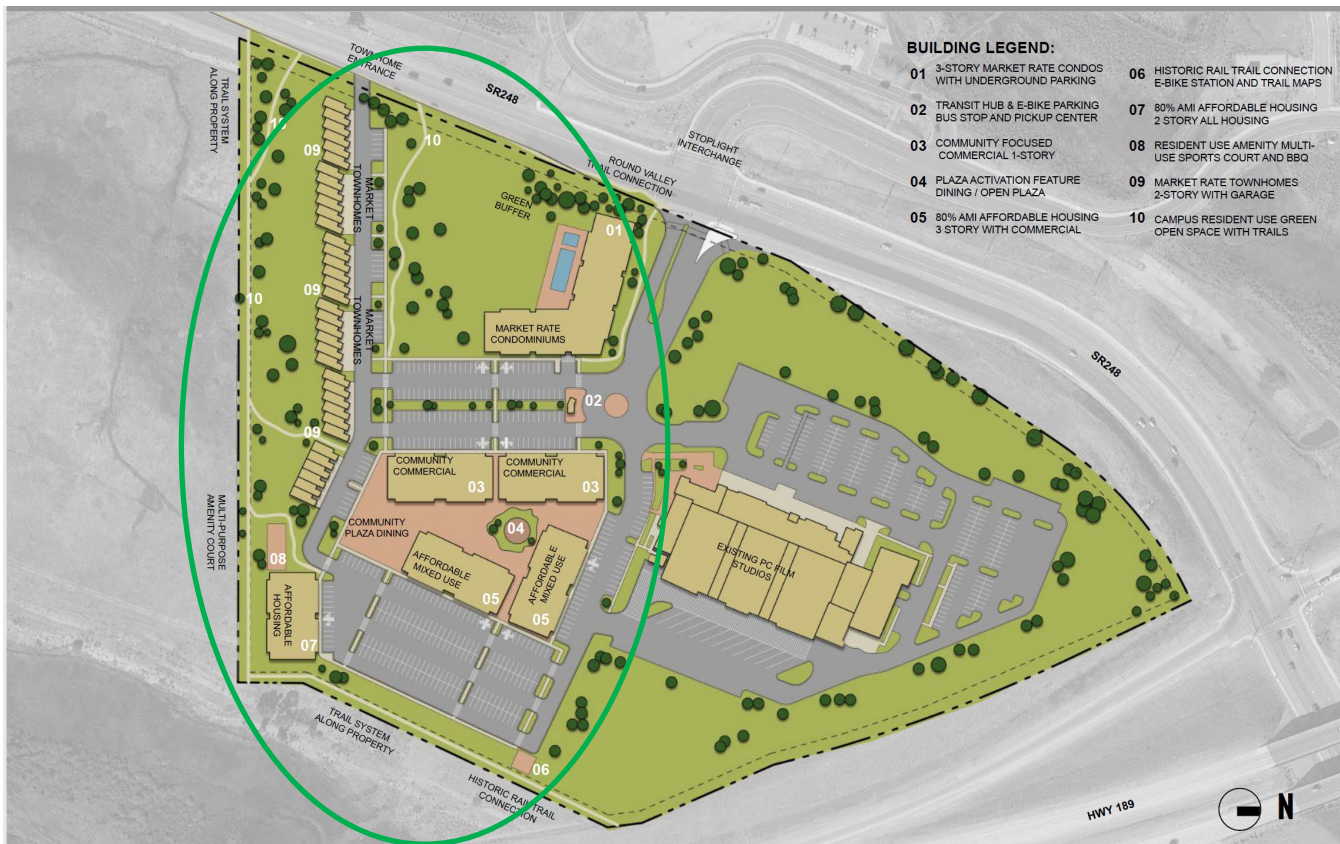
Analysis

Proposed Project

- Currently there is 283,000 square feet of remaining density entitled at the property, as described in the Annexation Agreement.
- The new proposal is for a mixed-use development and would contain a mixture of affordable/attainable housing, for sale market-rate townhomes and condominiums, a transit shelter, and general use commercial such as a clinic, daycare, small grocer, restaurant, or other commercial uses.
- The applicant is proposing 60,000 square feet of commercial uses, 142,000 square feet of market-rate residential density (a *maximum* of 100 market rate units), and 81,000 square feet of affordable/attainable housing (a *minimum* of 120 affordable units with a goal of 80% AMI).
- The 81,000 square feet of affordable/attainable housing includes 50 studios (25%), 40 1-bedrooms (30%), 20 2-bedrooms (20%), and 10 3-bedrooms (14%), with the remaining square footage allocated to circulation.
- Community amenities include a plaza, outdoor seating and dining, a trail loop, an e-bike station with bike repair kiosk, connection to the Rail Trail, multi-purpose courts, open space, and a transit shelter.

Proposed Project Table

Building	Phase	Stories/Building Height	Footprint	GSF Commercial	GSF Market Rate Residential	GSF Affordable Residential	Notes
01 (x2)	1	3/45'	15,000	30,000	-	60,000	Mixed-Use Affordable 80% AMI
03 (x2)	2	1/30'	15,000	30,000	-	-	Transit Shelter in this phase
02 (x36)	3	2/28'	1,500	-	54,000	-	36 Market Rate Condominium Townhouses
2	4	3/40'	29,333	-	88,000	-	64 Market Rate Condominiums
1	Anytime	2/30'	10,500	-	-	21,000	Affordable 80% AMI
				60,000	142,000	81,000	283,000



modern **STUDIO CROSSING** OVERALL SITE
OUT WEST

Proposed New Site Plan



Current Approved Site Plan

General Plan

As noted in Park City's General Plan for the [Quinn's Junction Neighborhood](#), "Quinn's Junction is dominated by open space with Round Valley as the vast backyard to existing development" (p. 30). The Quinn's Junction Neighborhood Plan emphasizes regional planning and institutional uses, as well as a "neighborhood for locals" (p. 38) within a preserved natural setting. Regional institutional uses are located on large lots with on grade parking, and clustered residential development has also been allowed with the Park City Heights MPD.

Preliminary MPD Amendment Analysis

The applicant is now proposing to convert existing commercial density to affordable/attainable and market-rate housing use but is not proposing to exceed the 283,000 square feet of overall density that remains available to the site. Because affordable housing that is compliant with the City's [Affordable Housing Resolution](#) does not count towards LMC density (currently calculated at 36,540 square feet), the proposed MPD amendment results in a net density decrease for the development (246,460 square feet of Density as counted by the LMC). The Planning Department notes that per the Annexation Agreement, the City and original developer agreed that no open space, setbacks, or affordable housing requirements may be imposed on the site.

The Annexation Agreement specifies the number, footprint, siting and building height for the remaining density on the site. The approved plan includes at least 8 additional buildings that remain to be built. The applicant is proposing six (6) buildings plus 36 market-rate townhomes sited in six (6) groups of six (6) units each. Although the proposed site plan does not note what the proposed setbacks are, structures appear to be sited closer to SR-248 than in the approved site plan, and it appears the MPD required berming has been removed. In addition, the Annexation Agreement regulates the maximum building height. The applicant has noted that they are open to the idea of requesting this requirement be modified so that an additional story is allowed on the proposed "Anytime" affordable/attainable housing building 07 (meaning the phasing of this building has not been identified yet).

The applicant is also proposing a 50-stall overall parking reduction from the approved MPD, including 105 stalls below the market rate condominium building (Building 01). Townhomes include a one-car garage.

The Planning Department recommends the Council consider whether the proposed amendments to the Annexation and MPD are consistent with the City's General Plan for the area and fills a need for affordable/attainable and market-rate housing that is beneficial to the City. The applicants have stated that they are open to input from the City as to the number and mix of affordable/attainable housing units to be constructed based on Park City's current affordable housing needs.

Staff requests that the applicant submit proposed Open Space calculations, proposed setbacks, and clarify if the project meets required MPD berming and Frontage Protection Zone setback and building height requirements outlined in LMC [Chapter 15-2.20](#).

If the Council chooses to recommend the applicant proceed with applications, the Planning Department recommends that the occupancy of the "Anytime" Phase of affordable units be tied to the occupancy of the proposed Phase 4 market rate units to ensure the City benefits from the full affordable/attainable housing potential of this project.

Affordable Housing Analysis

As noted above, per the Annexation Agreement, the Film Studio MPD was approved without an affordable housing obligation. However, the applicant recognizes the affordable housing shortage in Park City, and feels it is in the best interest of the project and the

community to use some of the commercial density they are entitled to for affordable/attainable and market-rate housing instead. The applicant is proposing 81,000 square feet of affordable/attainable housing and a *minimum* of 120 affordable units with a goal of 80% AMI on average.

Under the current Affordable Housing Resolution, all commercial and market rate residential development would typically be obligated to a 20% affordable housing mitigation rate. Staff has calculated the affordable housing obligations that would be triggered by the proposed development *if a housing obligation was required*.

A total of 40.6 AUEs would be obligated between the proposed commercial and residential uses in the development if the project was to meet the current Housing Resolution. However, the developer is proposing a minimum of 120 units of affordable/attainable housing (equaling 90 AUEs), and 44,460 square feet more than what they would be obligated to construct, regardless of not being obligated to produce any affordable housing due to prior negotiations.

While additional square footage was not requested by the developer beyond the entitled density, the City asked that an option be provided that would produce more affordable/attainable units if additional square footage was granted. The developer submitted an option that would increase the footprint and add an additional floor on the “Anytime” proposed affordable building, creating an additional 30 units. For this option to be feasible, an additional 21,000 square feet would be needed. If granted, the developer would build a total of 150 affordable/attainable rental units.

Film Studio Proposal	AUEs	Total SQFT
Obligation Calculation	40.6	36,540
Total AUEs Proposed	90	81,000
Net Gain from Housing Requirement	49.4	44,460
Option for additional density	23	21,000
Net Gain with Option	72.4	65,460
TOTAL # OF AUEs GAINED FROM NEW PROPOSAL	113	102,000

Questions for Council Consideration

The applicant and staff are seeking the following conceptual input from Council:

1. Whether the proposed amendments to the Annexation and MPD raise any red flags with the City’s General Plan for the Quinn’s Junction Neighborhood and whether the proposed site plan changes and housing proposals are responsive to prior input from the Council?
2. Does Council wish to explore allowing additional square feet of density if used for the development of affordable/attainable housing?
3. Are there other questions or concerns regarding the information provided so far?
4. What additional information [such as site planning or a formal Housing Mitigation submittal] would the Council like to review before the applicant proceeds to the Planning Commission?

Exhibits

- A – Exhibit C of the Annexation Agreement, Table of Allowed Uses for the Film Campus
- B – Proposed Project Description and Plans

Attachment C

FILM AND TELEVISION/RECORDING STUDIO -PARK CITY

	Square Footage	Bldg Number	Bldg Total SF
STUDIO LODGING	85,000	1	
RECORDING STUDIO	2,500	1	
DESTINATION SPA	6,000	1	93,500
AMPITHEATER	6,000	2	6,000
SPECIAL EVENT STAGE	15,000	3	
SCREENING ROOMS	14,000	3	
ENTERTAINMENT VENUE	3,000	3	
PERFORMANCE AREAS/ OTHER VILLAGE VENUES	17,500	3	49,500
STUDIO STORE/ OTHER VILLAGE VENUES/OFFICES	20,000	4	20,000
STUDIO TOUR AREAS	6,000	5	
OFFICES/ OTHER VILLAGE VENUES	9,000	5	15,000
FOOD SERVICES COMMISSARY/ OFFICES ANCHOR TENANT	50,000	6	50,000
SOUNDSTAGES	48,000	7	
PRODUCTION SUPPORT/OFFICES	25,000	7	73,000
LIGHTING & GRIP	10,500	8	
WORKSHOP/EQUIPMENT STORAGE	10,500	8	21,000
EFFECTS STAGE/ OFFICES	46,000	9	46,000
		TOTAL SF	374,000

PROJECT DESCRIPTION

This application seeks to amend the Development Agreement for the Quinn's Junction Partnership Annexation Master Plan Development Park City, Summit County, Utah (the "Development Agreement") governing the development of property at 4001 Kearns Blvd., in Park City, Utah (the "Property"). The intention of this application is to amend the Development Agreement to allow additional conditional uses under the RCO zone and to modify the use, number, and footprints of the remaining buildings. The applicant has been working very closely with Planning Staff and members of Park City Council to come up with the best community-oriented mix for the remaining density on the site. Currently there is 283,000 square feet of remaining commercial density to be built at the Property. The proposed amendment will result in a community-focused mixed-use development. The development will contain a mixture of affordable housing, market rate townhomes, condominiums, a transit hub, and general use commercial such as clinic, daycare, grocery, restaurant, office, and other commercial uses benefiting residents. Because the Applicant is proposing to convert a significant portion of its commercial density to affordable housing, this application results in a net decrease in the remaining square footage of vested density in the development.

USE CHANGES

Under the current Development Agreement, the remaining 283,000 square feet of density to be built at the Property are all entitled with "commercial uses." See Development Agreement, at 1. These commercial uses were specifically identified and described in a Settlement Agreement and Annexation Agreement that were included as attachments and expressly incorporated in the Development Agreement. These commercial uses include: "*Recreation, International Film School, Commercial Support Retail, Entertainment Center, Hotel/Lodging, Motion Picture Media Campus, Sound Stages/Studios, and Event Center.*" Most of these uses are not allowed or conditional uses in the CT Zone. Instead, under the Development Agreement, the City applied a Regional Commercial Overlay (RCO) zone specific to the Property. Under the RCO Zoning, the commercial uses identified above are either allowed or conditional uses.

To build a project in harmony with the surrounding area that meets the needs, goals, and objectives of the City, the Applicant is seeking to modify the uses allowed under the RCO zoning applicable to the Development Agreement. Specifically, the Applicant is seeking to drop the Hotel/Lodging use in favor of Multi-Unit Dwelling. The Applicant's intention is to build a mix-use development with a blend of affordable housing, for-sale market rate townhomes, and condos.

AFFORDABLE HOUSING

Under the Development Agreement, the original developer and the City agreed that "pursuant to the Annexation Agreement, no affordable housing is required for this MPD." Considering the severe affordable housing shortage Park City is experiencing, the Applicant would like to rectify this deficiency in the current Development Agreement by converting commercial density to affordable housing use. Because Affordable Housing density does not count toward density counts, this results in a net decrease in the total density of the development. The Applicant is open to input from the City as to the number and mix of affordable housing units to be constructed. The Applicant's intention is that this will be driven by Park City's current affordable housing needs. The Applicant has also consulted with several stakeholders and major employers in the Park City area to solicit input on the type and mix of affordable housing units that will best serve the area.

COMMUNITY ORIENTED COMMERCIAL

The current Development Agreement includes several types of film studio-centric commercial uses that are not defined in Park City Code. The Applicant proposes that in this amendment of the Development Agreement, those terms be updated for all existing and contemplated commercial to apply uses included in the Allowed and Conditional uses applicable to the RCO zone under the Park City Land Management Code. For example, rather than the term “Village Venues/Offices,” the Applicant proposes that “Office and Clinic, Medical” and “Office General” apply. See LMC 15-2.17-2. This will bring the commercial component of the development in line with the uses allowed under the relevant zoning.

NUMBER AND SITING

The Applicant seeks to modify the number, siting, and footprint of the remaining buildings to be constructed on the Property. The Applicant’s purpose is to reduce the impact of the remaining buildings on the surrounding area and to update the site plan with the changing needs of the community considering the change of use from Commercial/Hotel/Lodging to Multi-Unit Dwelling. The Applicant has worked with Planning Staff to best site the building, and to right-size the buildings for maximum community benefit, including orienting the mixed-use buildings around a centralized plaza.

The Applicant is requesting to site the buildings further back from the main entry corridor of Highway 248, to allow for the maximum buffer and view corridor. The original Development Agreement specifically waived any “open space, setbacks or affordable housing requirements.” Annexation Agreement, at 3. But the Applicant feels that maximizing open space and setbacks is in the best interest of the Property and the community.

For these reasons, the heart of the development is sited around a community plaza, which will serve as the central gathering point for the neighborhood.

PARKING

The Applicant is looking to reduce the overall MPD parking count of 880 stalls by 50 stalls for a total of 830 parking stalls. The existing Film Studio has a current allocation of 320 stalls, leaving 510 remaining. The existing remaining parking from the development agreement will remain. Community amenities include: a transit hub, outdoor seating and dining, a trail loop with parklets, multi-purpose courts, open space surrounding a park consisting of natural grasses and shrubbery.

The Applicant is proposing a transit-oriented development that right-scales a community focused on affordable housing while also creating significantly more open space than the original Master Planned Development. The proposed mixed-use project will be a great opportunity to provide a destination in Quinn’s Junction reducing traffic within the immediate context and greater community.

TRANSIT HUB

The Applicant is proposing to build a multi-modal hub for transit, which will include a centralized bus stop and turn-around for ease of picking up passengers at the entry to the development. The development will include a location for an electric bike station, and a bike fix-it station along the trail connection to the historic Rail Trail, along with electric car charging stations.

AFFORDABLE HOUSING

The applicant is proposing three buildings of affordable housing. Phase I includes two centrally located buildings with both retail and affordable housing. Each building will have 15,000 square feet of retail on the ground level, followed by a second and third level of 80% AMI housing, totaling to 30,000 square feet of affordable housing per building. Each level is 15' tall for a total of two 45' buildings. Between the two buildings, there will be a total of 60,000 square feet of affordable housing.

Tentative Phase IV includes a two-story affordable housing building located in the southeast corner of the site. This building will have two levels, each at 10,500 square feet of 80% AMI housing for a total of 21,000 sf of affordable housing. Each story is at 15' for a total of one 30' building. The proposal includes a minimum of 120 affordable units.

MARKET RATE TOWNHOMES

In addition, the applicant is proposing 36 market rate townhomes for Phase III. Each townhome is 28' tall and consists of 1,500 square feet of livable space. The townhomes will be organized in six groups of six on the southwest side of the site. At 36 units, there will be 54,000 sf of market-rate for-sale units. The townhomes include outdoor living spaces, sports court, and attached garages.

MARKET RATE CONDOMINIUMS

The applicant is proposing one market rate condo building at the west portion of the site in the location of the approved hotel complex. In Phase IV, a three-story market rate condo building will be added. The building will have a maximum of 100 market rate units, resident amenities, and resident parking will be placed underground. Each of the three stories is 29,333 square feet for a total of 88,000 square feet of market rate condos in a 40-foot tall building.

COMMUNITY FOCUSED COMMERCIAL

For Phase II, the applicant is proposing two commercial buildings in the central plaza, next to the two retail/affordable housing buildings of Phase I. These two commercial buildings will each contain one 15,000 square foot level of retail for a total of 30,000 square feet of retail on the west side of the plaza. The buildings will each be 30' tall. The four central buildings will all be situated to form a plaza in the middle of the site. This area will be used for community space with the opportunity for an art exhibit and live music to take place in the plaza.

PHASING

The Applicant is proposing to develop the project in four (4) phases to ensure a timely development while allowing flexibility in the scale of the development (see Phasing Plan). The Applicant is proposing that Phase I be mixed use, a combination of small scale commercial and the Affordable Housing. This phase is (2) buildings, each building being approximately 45,000 square feet, with three stories of development. The first floor would be community oriented commercial of 15,000 sf, then the second and third stories would be 80% AMI affordable housing in the form of for-rent apartments.

Phase II is proposed to be two (2) single-story commercial buildings, to complete the community hub and plaza portion of the development and create an active and vibrant community hub. These buildings would form the remainder of the commercial density component of the MPD. Each building is proposed as 15,000 square feet, bringing the total of commercial around the plaza to four (4) 15,000 square foot

buildings for a total of 60,000 square feet of commercial density. This is a substantial reduction from the 283,000 square feet of commercial and hotel use currently contemplated.

Phase III is proposed to be thirty-six (36) townhomes. The townhomes will be market rate units available for sale. This Applicant is seeking to encourage family oriented, full-time residents and multi-generational housing. These townhomes are two story units and have shared surface parking onsite with a covered attached single car garage. These townhomes are proposed at 1,500 square feet each, in cluster buildings of six (6) and a total of six (6) clusters for the development (see Site Plan).

Phase IV includes a market-rate condominium building geared towards multi-generational housing, with underground parking as part of the development dedicated to this Phase. In addition to the proposed condominium building, the Tentative Phase IV plan includes the two-story affordable housing building located in the southeast corner of the site. This building has two levels with a total of 21,000 square feet of affordable housing. Each story is at 15' for a total of one 30' building.

AFFORDABLE HOUSING MPD OPTION

The Development Agreement also provided that “[n]o more than 70% of the remaining buildings on the campus are between 36-40 feet.” Annexation Agreement, at 4. Meaning that at least 30% of the remaining buildings are required to be 28 feet in height, the height limit imposed by the CT Zone. *See id.* The Applicant is requesting that this requirement be modified for the MPD so that an additional story of affordable units can be created with additional height as part of Phase IV two-story affordable housing building in the Southeast corner of the site. We would work with Planning to use the Affordable MPD option on this building, increasing the density of this building’s square footage from 21,000 to 33,000 square feet and provide 30 more affordable housing units. This will allow the Applicant to reduce the number of additional buildings to be built, increasing open space, and set back improvements while constructing additional affordable housing—helping the City meet its affordable housing goals.

PREVIOUS AGREEMENTS

Existing MPD Agreement – Exhibit attached

EXISTING ZONING AND NEW REQUESTS

Community Transition Zone – RCO Overlay from Existing MPD.

LANDOWNERS WITHIN 300' OF THE PROPOSED DEVELOPMENT:

PARK CITY MUNICIPAL CORPORATION, PO BOX 1480, PARK CITY, UT 84060-1480

UTAH DEPARTMENT OF TRANSPORTATION, 4501 CONSTITUTION BLVD, SALT LAKE CITY, 84119-5977

UNITED STATES OF AMERICA/INTERIOR DEPT, 125 S STATE ST, SALT LAKE CITY, UT 84138-1102

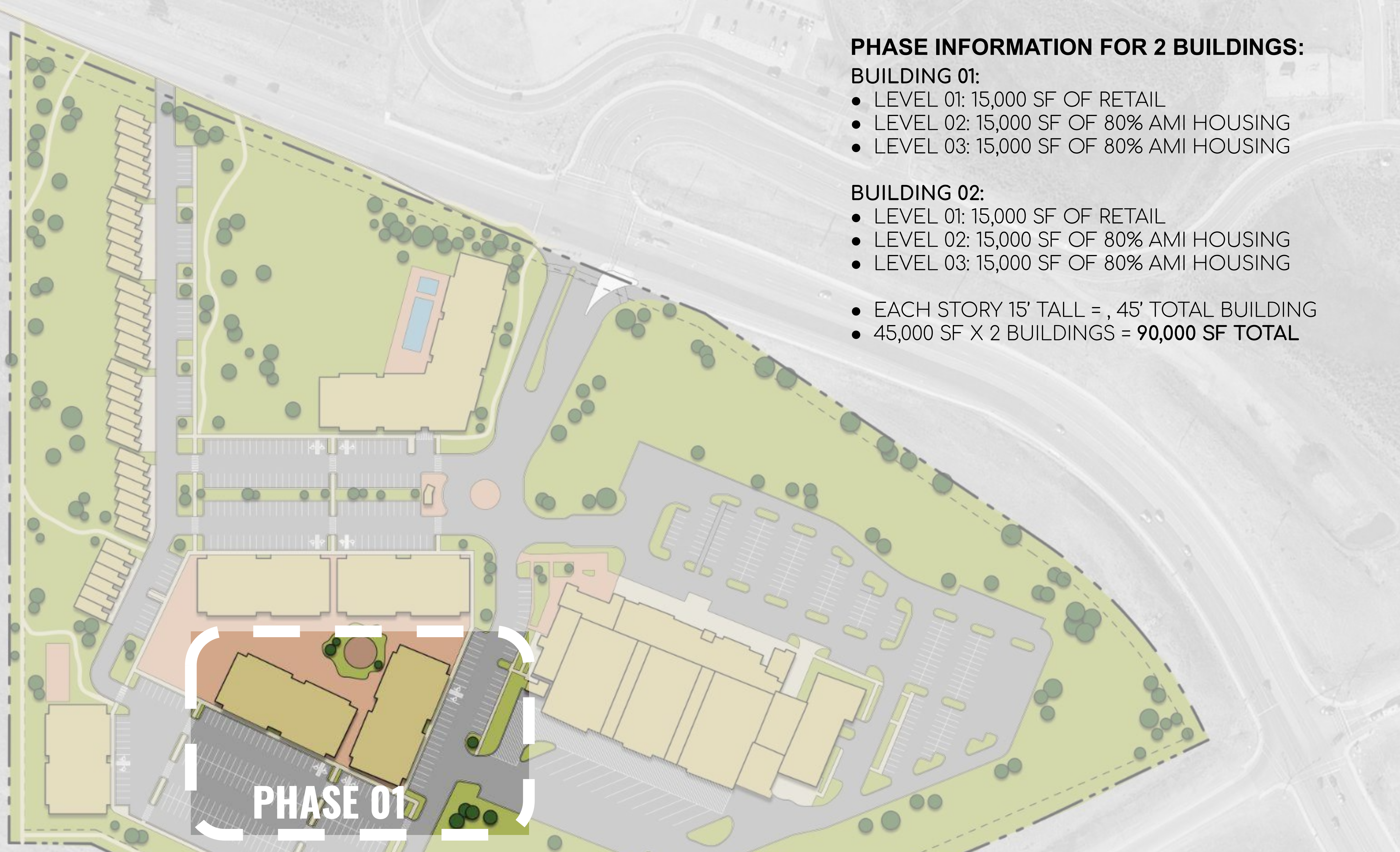


WELCOME HOME AT STUDIO CROSSING









PHASE INFORMATION FOR 2 BUILDINGS:

BUILDING 01:

- LEVEL 01: 15,000 SF OF RETAIL
- LEVEL 02: 15,000 SF OF 80% AMI HOUSING
- LEVEL 03: 15,000 SF OF 80% AMI HOUSING

BUILDING 02:

- LEVEL 01: 15,000 SF OF RETAIL
- LEVEL 02: 15,000 SF OF 80% AMI HOUSING
- LEVEL 03: 15,000 SF OF 80% AMI HOUSING
- EACH STORY 15' TALL = , 45' TOTAL BUILDING
- 45,000 SF X 2 BUILDINGS = **90,000 SF TOTAL**

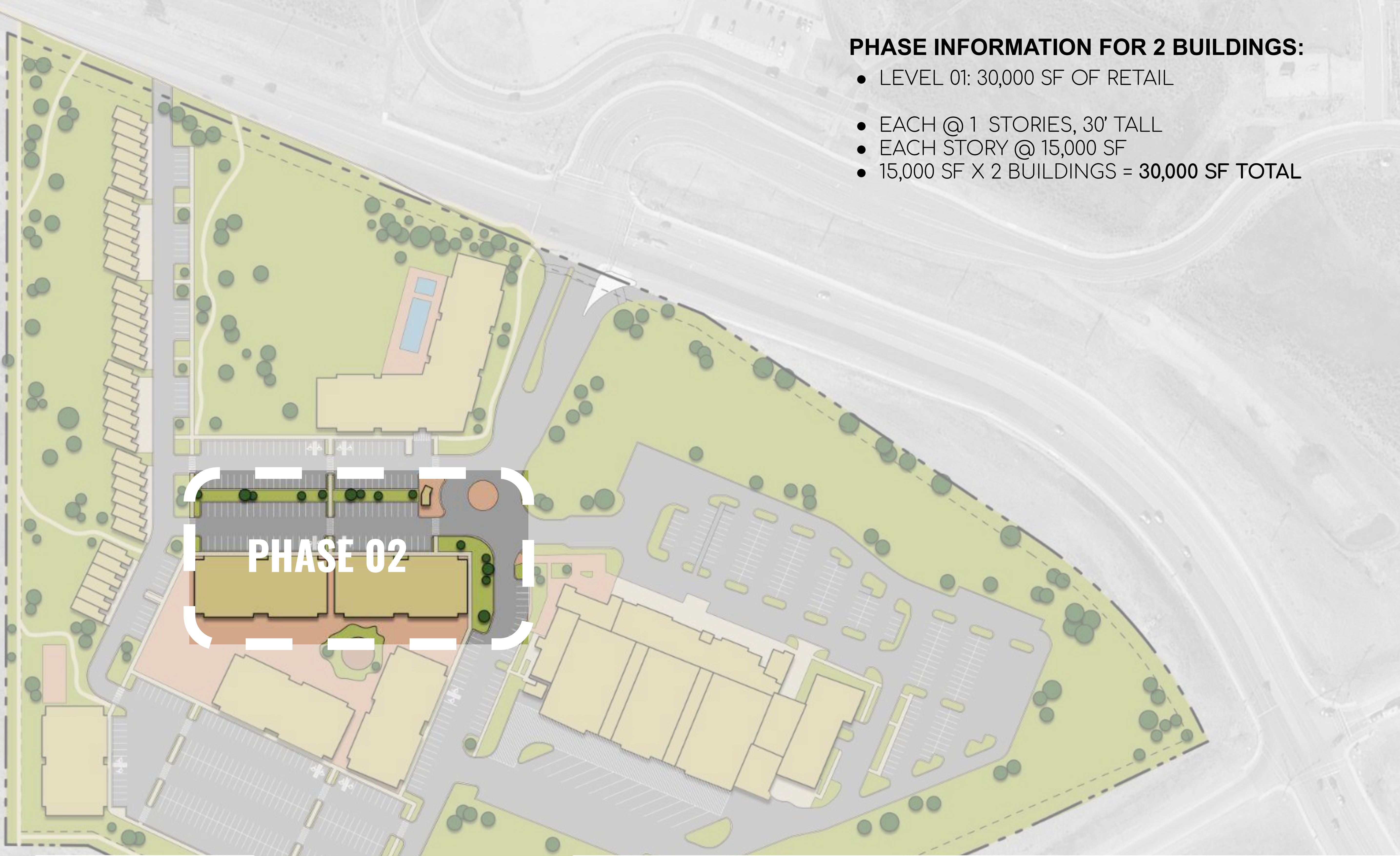


modern
OUT WEST

PHASE 01: MIXED USE AFFORDABLE HOUSING

PHASE INFORMATION FOR 2 BUILDINGS:

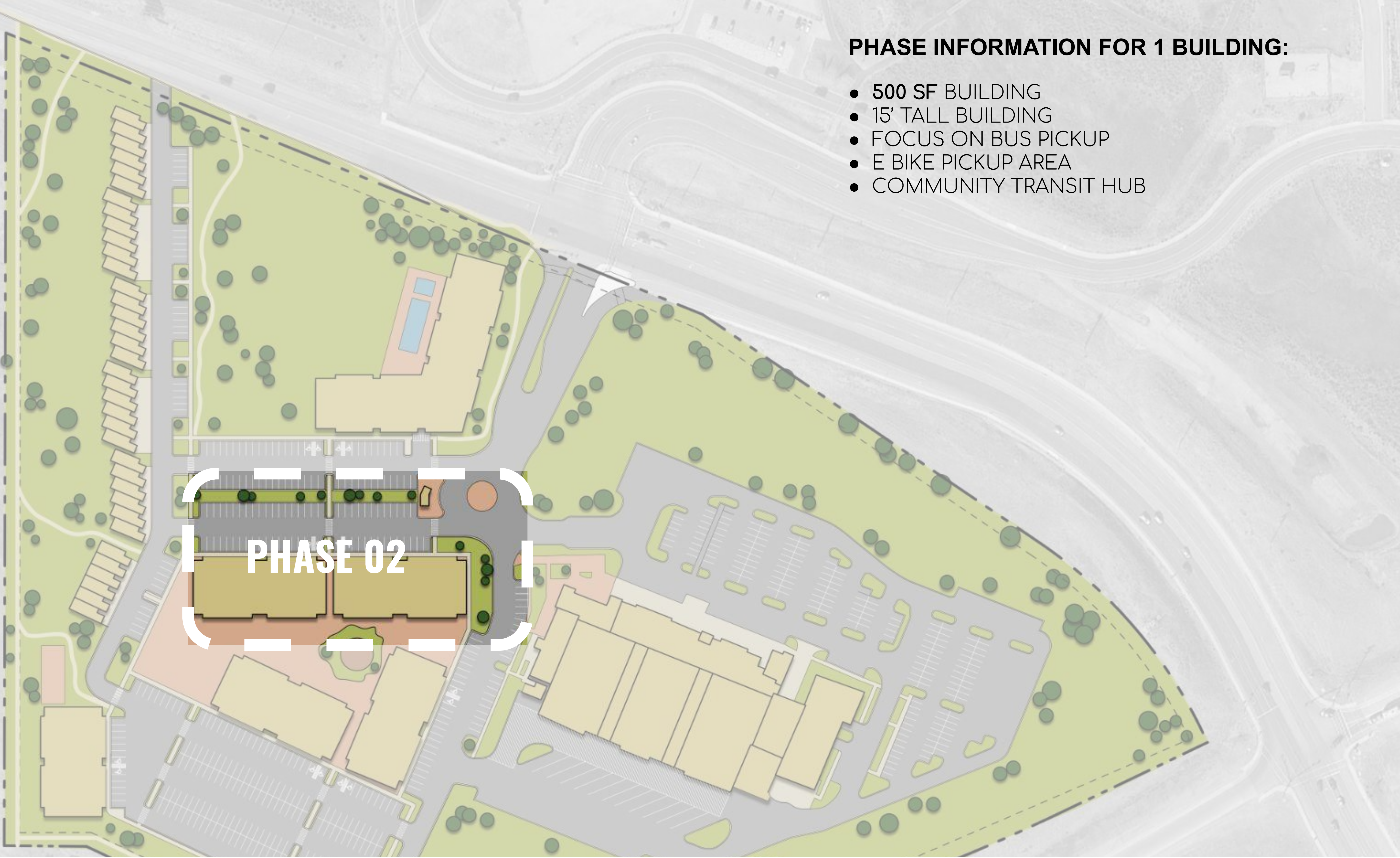
- LEVEL 01: 30,000 SF OF RETAIL
- EACH @ 1 STORIES, 30' TALL
- EACH STORY @ 15,000 SF
- 15,000 SF X 2 BUILDINGS = 30,000 SF TOTAL



modern
OUT WEST **PHASE 02:** COMMUNITY FOCUSED COMMERCIAL

PHASE INFORMATION FOR 1 BUILDING:

- 500 SF BUILDING
- 15' TALL BUILDING
- FOCUS ON BUS PICKUP
- E BIKE PICKUP AREA
- COMMUNITY TRANSIT HUB



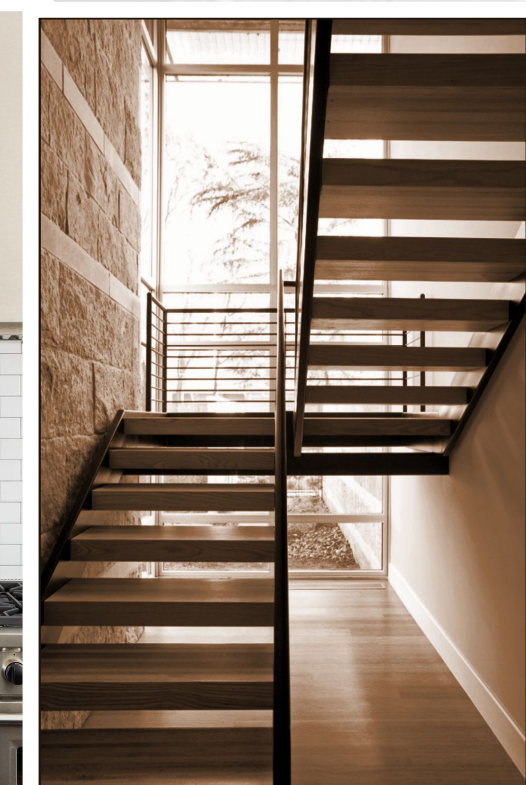
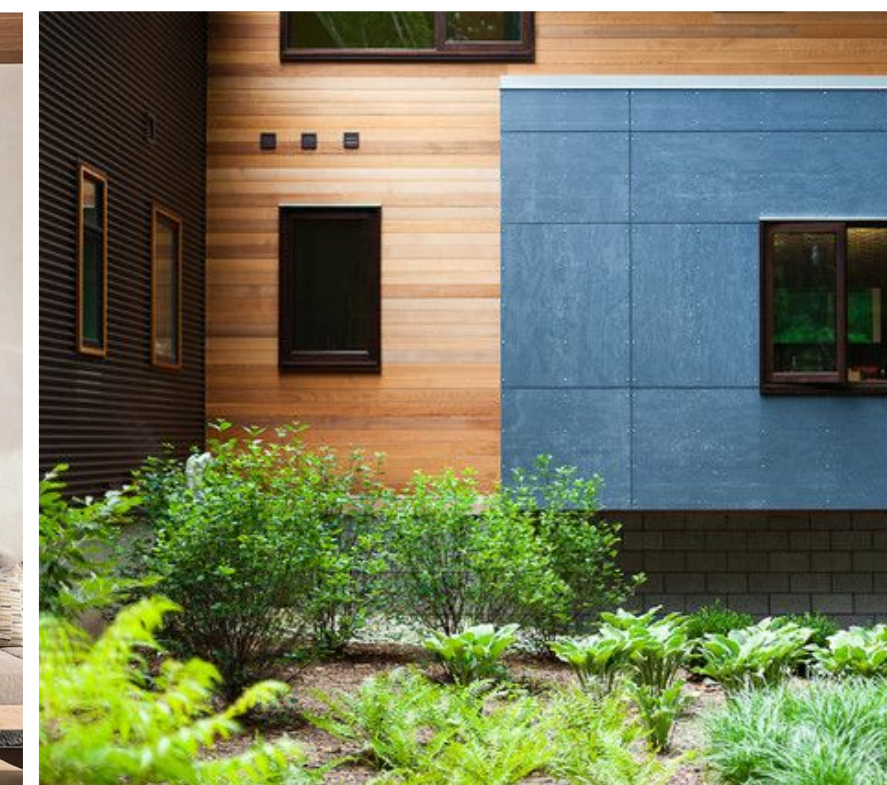
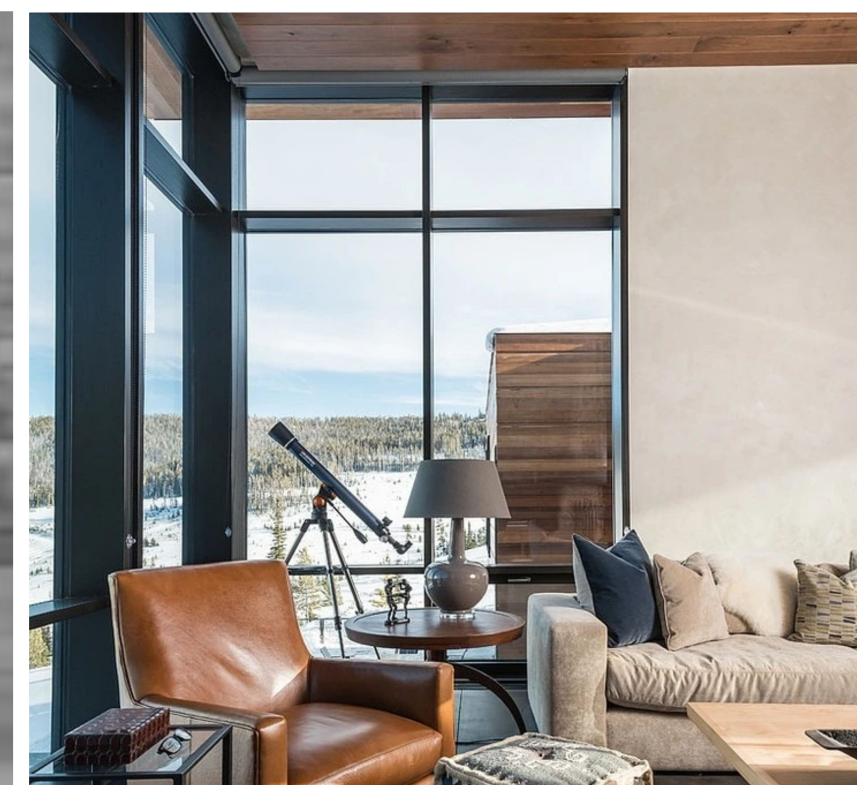
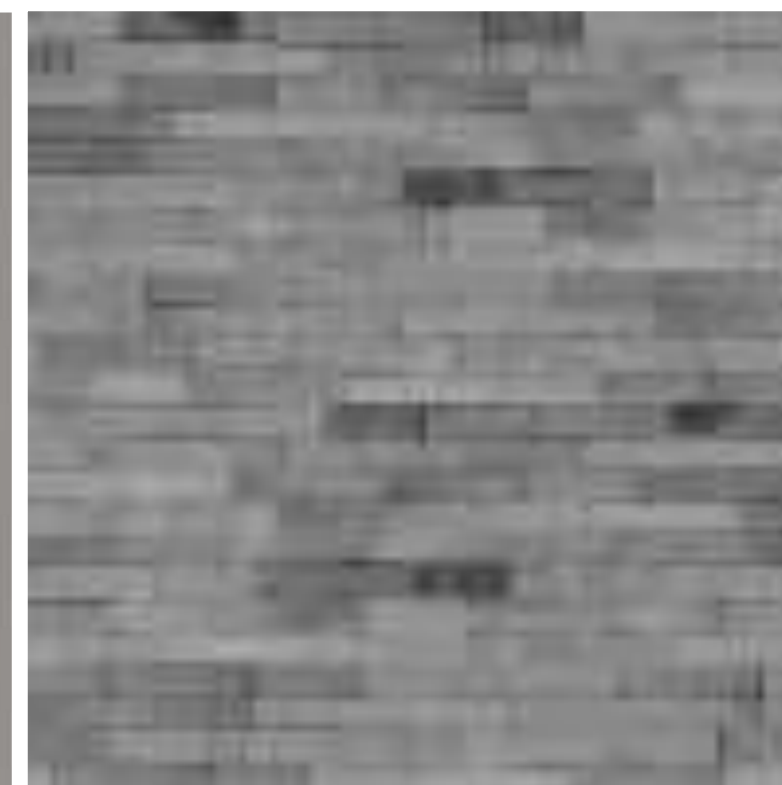
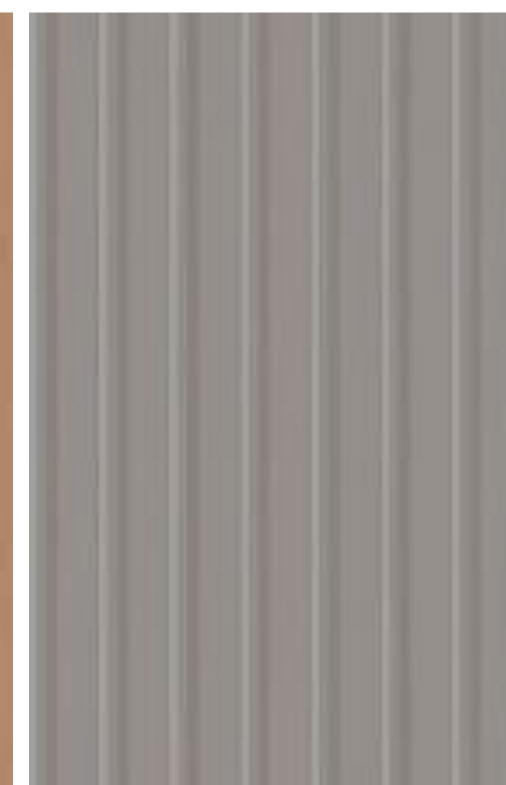
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OUT WEST **PHASE 02:** TRANSIT HUB

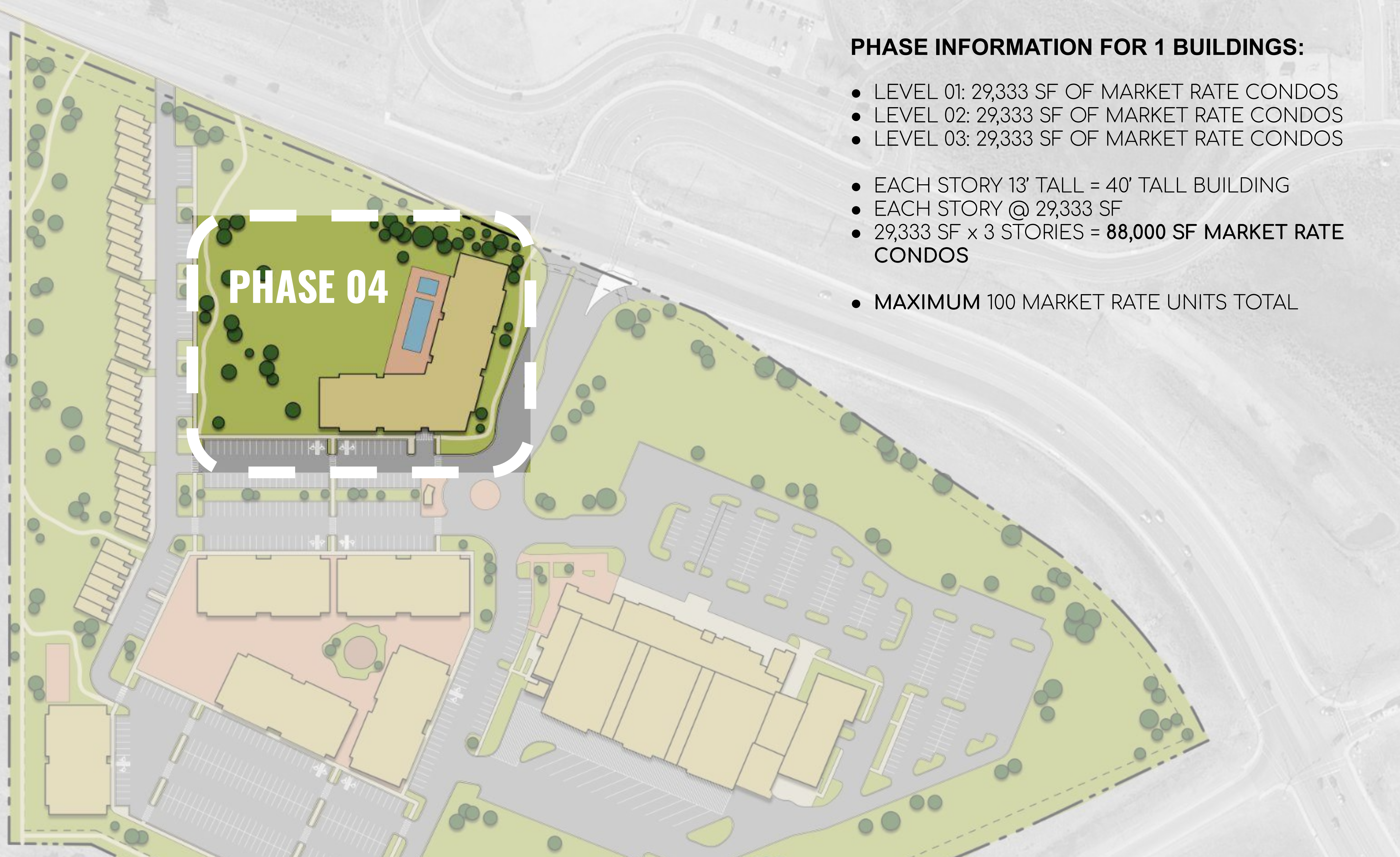


PHASE 03

PHASE INFORMATION FOR 36 BUILDINGS:

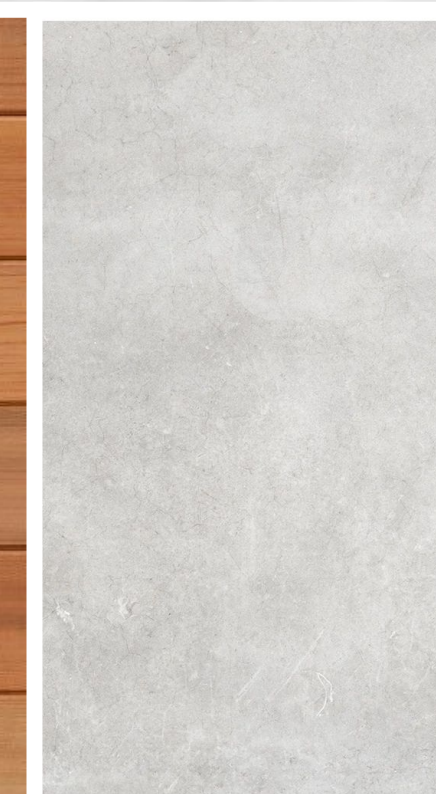
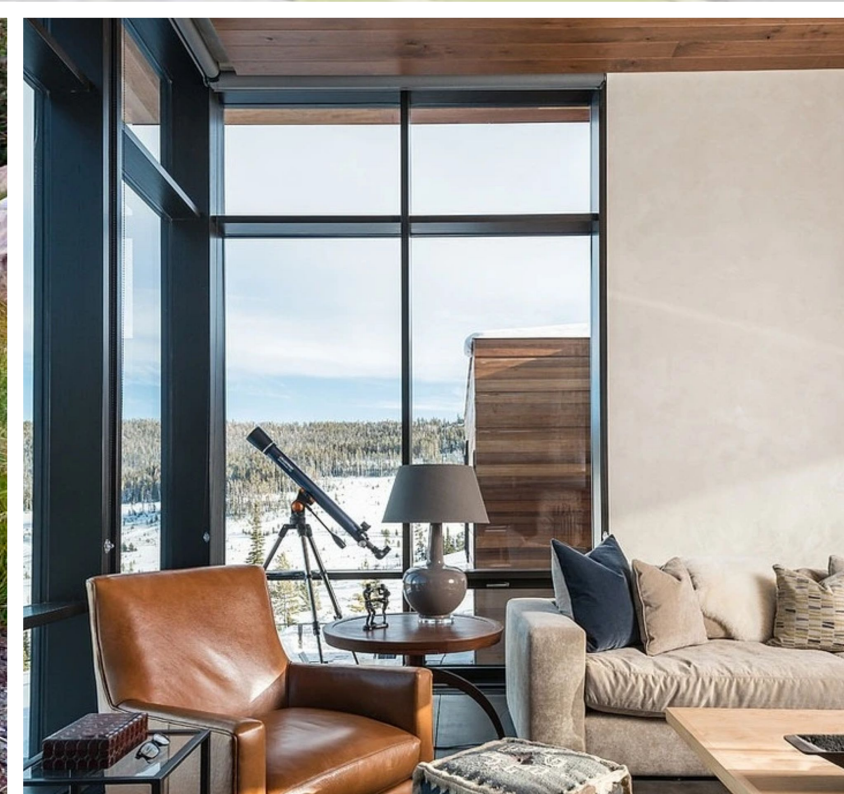
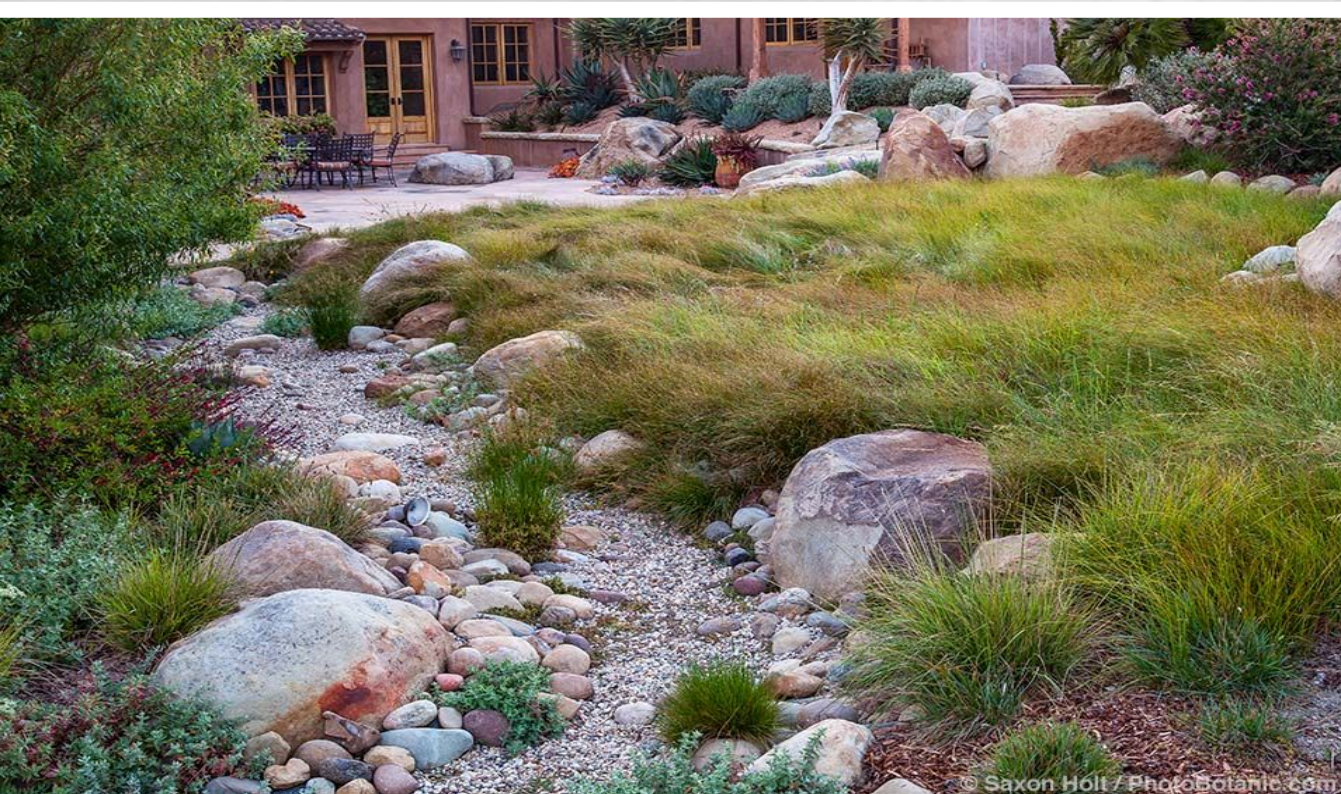
- 1,500 SF LIVABLE SF
- EACH FLOOR IS 14' TALL =, 28' TALL BUILDING
- 36 PARKING STALLS DEDICATED TO TOWNHOMES
- 6 LIVABLE CLUSTERS OF 6 TOWNHOMES
- 1,500 SF X 36 TOWNHOMES = **54,000 SF MARKET RATE FOR-SALE UNITS**
- MAXIMUM 100 MARKET RATE UNITS TOTAL





PHASE INFORMATION FOR 1 BUILDINGS:

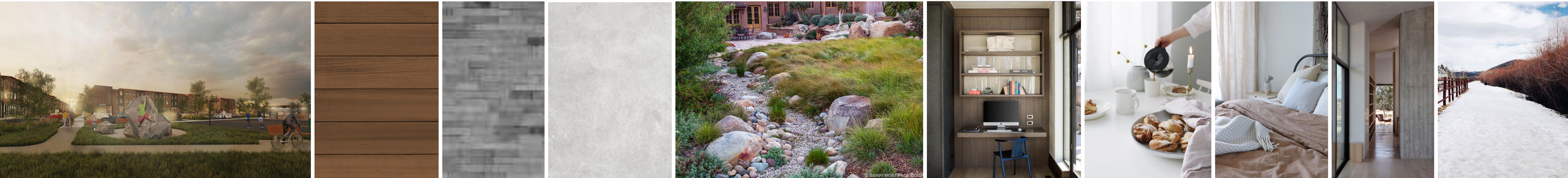
- LEVEL 01: 29,333 SF OF MARKET RATE CONDOS
- LEVEL 02: 29,333 SF OF MARKET RATE CONDOS
- LEVEL 03: 29,333 SF OF MARKET RATE CONDOS
- EACH STORY 13' TALL = 40' TALL BUILDING
- EACH STORY @ 29,333 SF
- 29,333 SF x 3 STORIES = **88,000 SF MARKET RATE CONDOS**
- **MAXIMUM 100 MARKET RATE UNITS TOTAL**



PHASE INFORMATION FOR 1 BUILDING:

- LEVEL 01: 10,500 SF OF 80% AMI HOUSING
- LEVEL 02: 10,500 SF OF 80% AMI HOUSING
- EACH FLOOR IS 15' TALL = 30' TALL BUILDING
- 10,500 SF X 2 STORIES = **21,000 SF TOTAL**
- MINIMUM 120 80% AMI AFFORDABLE UNITS

PHASE 04*
(ANYTIME)



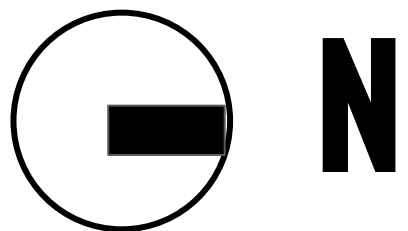
modern
OUT WEST **PHASE 04*:** 80% AMI AFFORDABLE HOUSING

- PARKING INFORMATION FOR SITE:**
- 36 STALLS - TOWNHOME PARKING
 - 369 STALLS - SURFACE PARKING
 - 320 STALLS - STUDIO PARKING
 - 105 STALLS - UNDERGROUND PARKING
 - 830 STALLS TOTAL
- 50 STALL OVERALL REDUCTION FROM MPD**

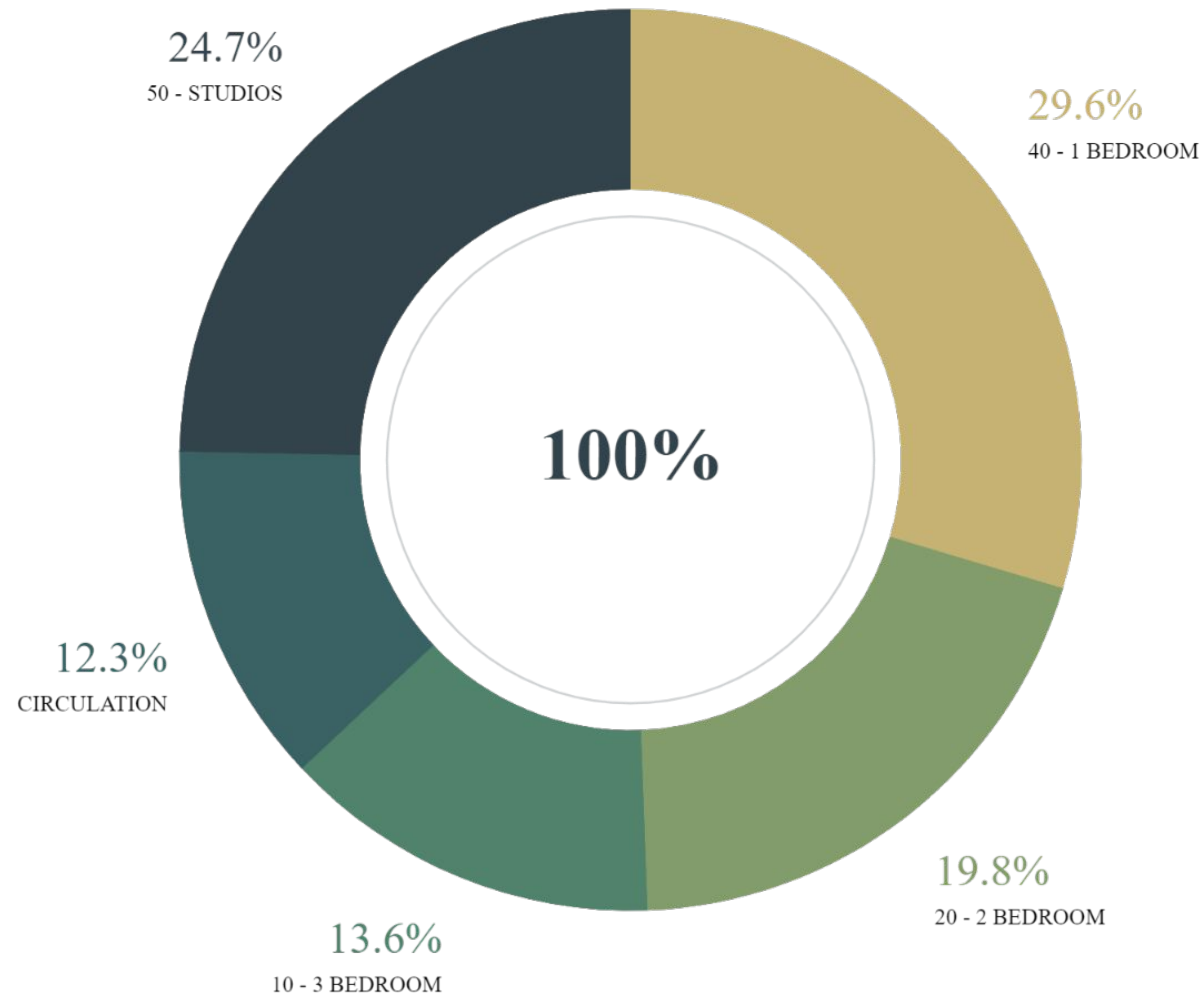




- LOCATED IN THE HEART OF QUINN'S JUNCTION
- ACCESS TO THE ROUND VALLEY TRAIL SYSTEM
- ACCESS TO THE HISTORIC RAIL TRAIL
- LOCATED NEARBY PARK CITY HEIGHTS, PARK CITY HOSPITAL, PARK CITY ICE ARENA, QUINN'S SPORTEX



81,000 SF AFFORDABLE HOUSING



Council Agenda Item Report

Meeting Date: December 9, 2021

Submitted by: Heinrich Deters

Submitting Department: Sustainability

Item Type: Resolution

Agenda Section:

Subject:

Consideration to Adopt Resolution 29-2021, a Resolution Welcoming the Return of Winter in Park City
(A) Public Input (B) Action

Suggested Action:

Attachments:

[Welcome Winter Resolution](#)

Resolution No. 29-2021

RESOLUTION WELCOMING THE RETURN OF WINTER IN PARK CITY

WHEREAS, while the pandemic has presented numerous challenges, the Park City community has much to be thankful for and is determined to collectively provide a safe environment for locals and visitors alike; and

WHEREAS, Park City has a rich outdoor recreation heritage, offers world-class exceptional winter sports including downhill skiing and snowboarding, cross-country skiing, snowshoeing, snow biking, and ice skating; and

WHEREAS, Park City is home to two world-class resorts, Deer Valley and Park City Mountain, which together offer locals and visitors from around the world the Greatest Snow on Earth®; and

WHEREAS, our world-class resorts have talented and committed ski patrollers, instructors, groomers, and service industry professionals dedicated to providing a safe, quality experience; and

WHEREAS, Park City's Olympic spirit is embodied in the presence of Olympic legacy facilities that provide world-class amenities for athletes of all ages and abilities to pursue their highest aspirations; and

WHEREAS, our resilient and creative business community demonstrates ingenuity in the face of hardship, working to keep our local economy safe, vibrant, authentic, and strong; and

WHEREAS, Park City's Parks, Streets, and public safety staff are at their best when Mother Nature is most fierce, working around the clock to keep roads clear so residents and guests can access Park City's world-class slopes, dining, and lodging.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council officially, heartily, and frostily welcome the Return of Winter to Park City and declare 'LET IT SNOW!'

PASSED AND ADOPTED December 9, 2021.

PARK CITY MUNICIPAL CORPORATION

Mayor Andy Beerman

ATTEST:

Michelle Kellogg, City Recorder

Approved as to form:

City Attorney's Office

Council Agenda Item Report

Meeting Date: December 9, 2021

Submitted by: Rhoda Stauffer

Submitting Department: Community Development

Item Type: Staff Report

Agenda Section:

Subject:

Annual Report on Completion of Park City Heights Development Housing Obligation

Suggested Action:

Attachments:

[2021 PC Heights Affordable Housing Annual Update](#)

[Exhibit A: 2019 PC Heights Approval Action Letter](#)



City Council Staff Communication

Subject: Park City Heights Annual Update
Author: Rhoda J. Stauffer
Department: CDD-Affordable Housing Program
Date: December 9, 2021

As part of the Park City Heights development agreement, staff provides an annual update on the progress of the addition of seventy-nine (79) affordable/attainable homes at Park City Heights.

The Park City Heights Master Planned Development (MPD) was approved for 239 residential units, of which 79 will be deed-restricted for affordability and 160 are market-rate units. The affordable/attainable units fall into three categories:

1. Transferred IHC Units: 44.78 Affordable Unit Equivalents (AUEs) are in fulfillment of the affordable housing obligation associated with IHC/Burbs Annexation and governed by Housing Resolution 17-99. These AUEs are fulfilled with the construction of 28 Park Townhomes.
2. Park City Heights CT Zone: The MPD is within a CT Zone that triggers an affordable unit requirement of 20% of residential units. This requirement comes to 16 units also governed by Housing Resolution 17-99. Construction of 16 larger Cottage Homes will fulfill this requirement.
3. Additional City Affordable/Attainable: One of the expressed public purposes for the City's former ownership in this development was to ensure that additional affordable housing, over and above any code required obligation, is added to the community's housing inventory. The 35 Park Homes are a result of the City's involvement and are governed by Housing Resolution 20-07.

The Applicant began construction in 2016 and, to date, 68 deed-restricted homes have been completed and sold to qualified households: twenty-eight (28) Park Townhomes, thirty-five (35) Park Homes, and five (5) Cottage homes. This means the Applicant is on schedule with their projected timeline. The last eleven (11) cottage homes must be completed by 2025.

Overall, the neighborhood is a lively, active, and economically diverse community offering various housing types and prices. The affordable and attainable units are owned by teachers, hospital employees, local government employees, former Olympians, non-profit employees, and resort employees, to name a few. Household makeup varies as well, including all ages of children, young adults, and older adults. All units permitted or completed to date remain approved in the Mitigation Plan, and no

adjustments have been made to bedroom count, home type, or price. The details of completed units to date are as follows:

Park City Heights Affordable/Attainable Units				Actual completions as compared to agreement
Year	Completed	Annual Subtotal	Total	
2016	4 Park Townhomes & 6 Park Homes	10	10	+2
2017	4 Park Townhomes	4	14	-2
2018	6 Park Homes	6	20	-4
2019	12 Park Townhomes, 20 Park Homes and 1 Cottage Home	33	53	+21
2020	8 Park Townhomes, 3 Park Homes and 3 Cottage Homes	14	67	-1
2021	1 Cottage Home	1	68	0

Conclusion: Ivory Homes is on schedule in meeting the commitments in the Park City Heights Affordable Housing Mitigation Plan Agreement attached here as Exhibit A.

Attachment:

Exhibit A: Park City Heights Affordable Housing Mitigation Plan



January 17, 2019

Christopher P. Gamvroulas
Ivory Development
978 Woodoak Lane
Salt Lake City, UT 84117

NOTICE OF HOUSING AUTHORITY ACTION

<u>Description:</u>	Updated/Amended Affordable Housing Mitigation Plan
<u>Project Title:</u>	Park City Heights Master Planned Development
<u>Date of Action:</u>	January 8, 2019

Summary of Housing Authority Action

On January 8, 2019 Park City Housing Authority approved an amended Housing Mitigation Plan for the phased completion and sale of 79 deed restricted units in fulfillment of the affordable housing obligation at Park City Heights Master Planned Development. Completed units will include 28 Park Town Homes (7 four-plex buildings), 35 Park Homes and 16 larger Cottage Homes.

Findings of Fact:

1. The applicable Development Agreement was recorded November 4, 2014.
2. A total of 44.78 Affordable Unit Equivalents (AUEs) in the form of 28 Park Town Homes will be constructed in fulfillment of the affordable housing obligation associated with IHC/Burbs Annexation. These units will be provided on Lots T1-T28 and in accordance with Housing Resolution 17-99.
3. A total of 16 larger Cottage units (equal to 32 AUEs) are in fulfillment of the housing obligation incurred by the MPD in a CT zone (20% of total units). In the first phase the affordable units will be located on the following lots: 36, 39, 42, 54, and 75. Affordable units for subsequent phases will be identified with the Final Subdivision plats for those phases. These units will be provided in accordance with Housing Resolution 17-99.
4. A total of 35 Park Homes are included in the subdivision made possible by early participation by the City. These units will be located on Lots 1-35 and will be developed in accordance with Housing Resolution 20-07.
5. The Developer must submit a Housing Mitigation Plan to the Park City Housing Authority for approval prior to the issuance of building permits. The Housing Mitigation Plan shall address the following: 1) the schedule setting forth the phasing of the required AUEs, which will be in conjunction with the overall

phasing and development plan of the community; 2) a description of the marketing plan including how the Developer is addressing the City's local preference options; 3) anticipated sale prices by unit type, recognizing that the community will be developed over several years and in a variety of market conditions; 4) the method by which the units will remain affordable; and 5) the term and duration of affordability. A deed restriction shall be recorded against the plat prior to the issuance of building permits. The Developer shall comply with the Affordable Housing requirements prior to receiving any certificates of occupancy, as detailed in the amended Master Planned Development conditions of approval as attached hereto as Exhibit C.

6. An initial Housing Mitigation Plan was approved by the Housing Authority on July 17, 2014 attached as Exhibit A. The plan was for completion of the first 10 homes (six Park Homes and four Park Town Homes) to be priced between \$240,000 and \$400,000. A condition of approval was that Ivory Homes return to the Housing Authority by December of each year beginning in 2015 with a status report that includes: number of units built, sale prices, balance remaining, projections for the next year including number of units in each type and pricing for the next year, and any requested adjustments to the Housing Mitigation Plan.
7. The first 10 homes addressed in the July 2014 Mitigation Plan were completed in the fall of 2016 and released for sale on December 16, 2016.
8. An amended Housing Mitigation Plan including pricing for all 79 units was approved by the Housing Authority on December 15, 2016 and attached as Exhibit B.
9. Another amended Housing Mitigation Plan was approved by the Housing Authority on January 8, 2019 attached as Exhibit C.

Conclusions of Law:

1. This Amendment is consistent with the Development Agreement between Ivory Homes and Park City Municipal Corporation recorded on November 4, 2014.
2. This Amendment complies with multiple, applicable Housing Resolutions as follows: 44 units under Housing Resolution 17-99 and 35 units under Housing Resolution 20-07.

Conditions of Approval:

1. Ivory Homes will return to the Housing Authority by December of each year beginning in 2015 with a status report that includes: number of units built, sale prices, balance remaining, projections for the next year including number of units in each type and pricing for the next year, and any requested adjustments to the Housing Mitigation Plan.
2. Any changes to the unit pricing, bedroom count or completion schedule included in the Amended Housing Mitigation Plan in Exhibit C will require approval by the Housing Authority.
3. 28 Park Town Homes, 35 Park Homes and five (5) Cottage Homes will be completed by the end of 2020.
4. 11 Cottage homes will be completed by 2025.

5. Certificates of Occupancy will be withheld on the last 10% of the Market Units (16 units) until Certificates of Occupancy have been issued for all 79 affordable/attainable units.

Attached are Exhibits as follows:

Exhibit A = Original Housing Mitigation Plan approved on July 17, 2014

Exhibit B = Amended Housing Mitigation Plan approved on December 15, 2016.

Exhibit C = Amended Housing Mitigation Plan approved on January 8, 2019.

If you have any questions about this action letter, please contact me. I can be reached at 435-615-5152 or via email at rhoda.stauffer@parkcity.org.

Sincerely,



Rhoda J. Stauffer
Affordable Housing Program

July 1, 2014

Park City Housing Authority
PO Box 1480
Park City, UT 84060

EXHIBIT A

Park City Heights - Housing Mitigation Plan

Project: Park City Heights Master Planned Development

Developer: Ivory Homes

General:

On May 11, 2011 the Master Planned Development (MPD) for Park City Heights was approved for a mixed residential development consisting of 160 market rate units and 79 affordable/attainable units on 239 acres. An amendment to the MPD was approved on November 6, 2013, this addressed relocation and configuration of lots and streets. As part of the approval the Developer is required to satisfy an affordable/attainable housing requirement with forty-four (44) units approved under the 17-99 Housing Resolution and thirty-five (35) units approved under the 20-07 Housing Resolution.

The units will be large enough to capture all of the square footage necessary under the AUE obligations. All affordable/attainable units are to be for sale units. None of the units are intended to be rented by the Developer or future owners. Restrictions and priorities may include qualification options, sales price limits/range, rental restrictions and affordability terms.

Phasing Schedule:

The Project may be platted and in phases in accordance with the approved phasing plan. The following schedule is provided to indicate the required AUE's to be built in each phase. However, each primary phase may include sub-phases as market conditions dictate and the phases may be adjusted.

Phase 1 – 103 Units

- 68 Affordable/Attainable
- 35 Market Rate Units

Phase 2 – 47 Units

- 5 Affordable/Attainable
- 42 Market Rate Units

Phase 3 – 34 Units

- 2 Affordable/Attainable
- 32 Market Rate Units

Phase 4 – 29 Units

- 4 Affordable/Attainable
- 25 Market Rate Units

Phase 5 – 15 Units

- 15 Market Rate Units

Phase 6 – 11 Units

- 11 Market Rate Units

All Phases 79 Affordable/Attainable Units (or equivalent AUE's)

160 Market Rate Units

Total: 239 Units

Construction Timing:

The general layout and concept plan for Park City Heights dictates that the infrastructure is built from the lowest point of the slope (north) or entrance of the project to the highest point on the mountain (south). Because construction dictates this development pattern and the majority of affordable units are lower on the hill, the affordable units will be constructed at a different rate than market rate units. All of the affordable/attainable units will receive a certificate of occupancy prior to issuance of building permits for the last ten (10) percent of the market rate units. Project and housing requirements dictate that the affordable/attainable units are built in conjunction with the market rate units. The developer is front loading as many affordable/attainable units as possible to ensure that the requirements are satisfied. All of the affordable/attainable units are in the first 4 Phases.

Phase 1 construction will begin in early fall of 2014 for a total of sixty-eight (68) affordable/attainable units. The first Certificates of Occupancy are anticipated to be completed in late 2014/early 2015. The first affordable/attainable unit will be ready for occupancy prior to the first market rate unit. The majority of the affordable/attainable units are clustered at the entrance to the Subdivision and the Developer will ensure that the units are built with high quality building materials and well maintained. Projected absorption rate is 8-12 units per year as dictated by the market.

Phase 1 – Year 1 Projection = 10 Total Units

TYPE OF UNIT	NUMBER OF UNITS	NUMBER OF BEDROOMS	SQUARE FEET PER UNIT
Park Home – Single Family	6	3	1,600 – 2,100
Park Home – Townhome	4	2-3	1,000 – 1,400

Product Pricing:

The intent is to offer a wide range of both product type and product pricing. Pricing in the first building of the Attached Park Home Townhomes product in Phase 1 will begin in the \$240,000 range and go upwards of \$400,000 for the Single Family Detached Park Homes, depending on unit type, bedroom counts, square footage, and construction finishes. Developer will work with Park City Municipal Corp to determine final sales pricing as well as product type and size. It is anticipated that attached units will be priced lower and single family detached units will be closer to the maximum price range, thus having a greater range of diversity.

Marketing Plan:

Developer agrees to give priority to those full-time employees who work within the area of the Park City School District boundaries, particularly essential workers. This area includes but is not limited to Intermountain Healthcare Park City Medical Campus, USSA Headquarters and Training Annexation.

Developer will hold information seminars with these target groups to discuss the qualifications for purchasing deed restricted affordable/attainable housing units. Developer will also provide Credit Repair Services for all of those in need of such services.

Methodology of Affordability:

Affordability Defined

Affordability is defined such that the total amount of the mortgage, basic utilities, taxes, insurance and HOA payments may not account for more than 30% of household income. The median wage of the core Park City workforce is determined annually by the City Council.

Affordable Unit Equivalent

There are two resolutions that govern the affordable/attainable units in Park City Heights. Resolution 17-99 dictates that a two-bedroom unit with 800 square feet of Net Livable Space is considered one Affordable Unit Equivalent; and Resolution 20-07, dictates that a two-bedroom unit with 900 square feet of Net Livable Space is considered one Affordable Unit Equivalent.

Average of Affordability

The intent is to maintain an average rate of affordability. Flexibility must be given in the Housing Mitigation Plan in an attempt to maximize a level of affordability. There may be some single-family units that fall outside of the affordable range, alternatively, providing attached units could keep the average rate of affordability lower delivering a lower average price.

Compliance Standards

It is anticipated that there will be a mix of unit types and standards as outlined below:

- All affordable units will be built to a minimum LEED Certified OR NAHB Green level and appliances & light bulbs shall be Energy Star qualified products.
- Size differentials of the exterior appearance of the cottage home affordable units will be compatible with cottage home market rate units and will use similar exterior materials and guidelines.
- Standard construction practices will be the same for the affordable/attainable and market units and incorporate the same general construction materials in the following areas: insulation, windows, heating systems, and other components related to energy efficiency including landscaping.
- All affordable/attainable units will be constructed in accordance and consistent with the MPD approved Park City Heights Neighborhood Design Guide.
- All affordable/attainable units will be constructed on Park City Heights property (MPD site). This includes the transfer of the IHC units from the Park City Medical Center site to Park City Heights.

Product type/Unit descriptions

Product type in all phases will be determined based on market conditions, lot size, topography, number of stories, adjacent homes, and other factors. Flexibility will be required and a necessity in order to provide the right product at the right price to maintain affordability. Units will be configured in two, three and four bedroom layouts. A minimum of seven (7) – two bedroom units will be provided in the Attached Park Home Townhomes.

Average Median Income/Workforce Housing Wage (Guideline)

Housing Resolution 17-99 uses an Average Median Income (AMI) in Summit County and Housing Resolution 20-07 uses the Workforce Housing Wage (WHW) in Park City. The first ten (10) units will be split with four (4) of the units under HR 17-99 and six (6) under HR 20-07.

December 15, 2016

Park City Housing Authority
PO Box 1480
Park City, UT 84060

Park City Heights – Amended Housing Mitigation Plan

Project: Park City Heights Master Planned Development
Developer: Ivory Homes

General:

On May 11, 2011 the Master Planned Development (MPD) for Park City Heights was approved for a mixed residential development consisting of 160 market rate units and 79 affordable/attainable units on 239 acres. An amendment to the MPD was approved on November 6, 2013, this addressed relocation and configuration of lots and streets. As part of the approval the Developer is required to satisfy an affordable/attainable housing requirement with forty-four (44) units approved under the 17-99 Housing Resolution and thirty-five (35) units approved under the 20-07 Housing Resolution.

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Phase 1 construction began in 2016 for a total of sixty-eight (68) affordable/attainable units. The first Certificates of Occupancy were issued completed in the fall of 2016. The first affordable/attainable unit will be ready for occupancy prior to the first market rate unit. The majority of the affordable/attainable units are clustered at the entrance to the Subdivision and the Developer will ensure that the units are built with high quality building materials and well maintained. Projected absorption rate is 8-12 units per year as dictated by the market.

Phase 1 – Year 1 Projection = 10 Total Units

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Product Pricing:

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Marketing Plan:

Developer agrees to give priority to those full-time employees who work within the area of the Park City School District boundaries, particularly essential workers. This area includes but is not limited to Intermountain Healthcare Park City Medical Campus, USSA Headquarters and Training Annexation.

Developer will hold information seminars with these target groups to discuss the qualifications for purchasing deed restricted affordable/attainable housing units. Developer will also provide Credit Repair Services for all of those in need of such services.

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Compliance Standards

It is anticipated that there will be a mix of unit types and standards as outlined below:

- All affordable units will be built to a minimum LEED Certified OR NAHB Green level and appliances (Refrigerator and dishwasher) and light bulbs shall be Energy Star qualified products.
- Size differentials of the exterior appearance of the cottage home affordable units will be compatible with cottage home market rate units and will use similar exterior materials and guidelines.
- Standard construction practices will be the same for the affordable/attainable and market units and incorporate the same general construction materials in the following areas: insulation, windows, heating systems, and other components related to energy efficiency including landscaping.
- All affordable/attainable units will be constructed in accordance and consistent with the MPD approved Park City Heights Neighborhood Design Guide.
- All affordable/attainable units will be constructed on Park City Heights property (MPD site). This includes the transfer of the IHC units from the Park City Medical Center site to Park City Heights.

Product type/Unit descriptions

Product type in all phases will be determined based on market conditions, lot size, topography, number of stories, adjacent homes, and other factors. Flexibility will be required and a necessity in order to provide the right product at

the right price to maintain affordability. Units will be configured in two, three and four bedroom layouts. A minimum of seven (7) – two bedroom units will be provided in the Attached Park Home Townhomes.

Average Median Income/Workforce Housing Wage (Guideline)

Housing Resolution 17-99 uses an Average Median Income (AMI) in Summit County and Housing Resolution 20-07 uses the Workforce Housing Wage (WHW) in Park City.

Exhibit B
Park City Heights Proposed Pricing by Unit Type

Town Homes	October 24, 2016 Proposed Pricing from Ivory Homes	# of Bed- rooms	Housing Resolution Pricing Limit	Negotiated Pricing
T25	319,900	3	409,501	319,900
T26	249,900	2	365,759	249,900
T27	297,900	3	409,501	297,900
T28	329,900	3	409,501	329,900
T9	326,298	3	409,501	349,900
T10	254,898	2	365,759	299,900
T11	303,858	3	409,501	329,900
T12	336,498	3	409,501	359,900
T21	332,823	3	409,501	349,900
T22	259,995	2	365,759	299,900
T23	309,935	3	409,501	329,900
T24	343,227	3	409,501	359,900
T13	339,479	3	409,501	349,900
T14	265,194	2	365,759	299,900
T15	316,133	3	409,501	329,900
T16	350,091	3	409,501	359,900
T17	346,268	3	409,501	349,900
T18	270,497	2	365,759	299,900
T19	322,455	3	409,501	329,900
T20	357,092	3	409,501	359,900
T5	353,193	3	409,501	349,900
T6	275,906	2	365,759	299,900
T7	328,904	3	409,501	329,900
T8	364,233	3	409,501	359,900
T1	360,256	3	409,501	349,900
T2	281,424	2	365,759	299,900
T3	335,482	3	409,501	329,900
T4	371,517	3	409,501	359,900
sub-total	8,903,256		11,159,834	9,235,200

Bedroom Count Summary	
2 bedrooms	7
3 bedrooms	46
4 bedrooms	26

Numbers of Affordable Units Per Year	TH	PH	Cottages	total
2016	4	6	0	10
2017	4	6	0	10
2018	4	6	1	11
2019	4	6	3	13
2020	4	6	3	13
2021	4	5	3	12
2022	4	0	3	7
2023	0	0	3	3
total	28	35	16	79

(1,924,634) amount below max allowed pricing

Park Homes	October 24, 2016 Proposed Pricing from Ivory Homes	# of Bed- rooms	Limit	Proposed Scenario
1	\$408,900	3	\$375,179	\$375,179
2	\$374,900	3	\$375,179	\$375,179
3	\$408,900	3	\$375,179	\$375,179
10	\$408,900	3	\$375,179	\$375,179
11	\$374,900	3	\$375,179	\$375,179
12	\$408,900	3	\$375,179	\$375,179
4	\$477,900	4	\$445,463	\$465,900
5	\$384,272	3	\$375,179	\$438,500
6	\$419,272	3	\$375,179	\$438,500
7	\$477,900	4	\$445,463	\$465,900
8	\$384,272	3	\$375,179	\$438,500
9	\$419,122	3	\$375,179	\$438,500
13	\$489,878	4	\$445,463	\$465,900
14	\$393,878	3	\$375,179	\$438,500
15	\$429,600	3	\$375,179	\$438,500
22	\$489,878	4	\$445,463	\$465,900
23	\$393,878	3	\$375,179	\$438,500
24	\$429,600	3	\$375,179	\$438,500
16	\$502,095	4	\$445,463	\$465,900
17	\$403,772	3	\$375,179	\$438,500
18	\$440,340	3	\$375,179	\$438,500
19	\$502,095	4	\$445,463	\$465,900
20	\$440,300	3	\$375,179	\$438,500
21	\$440,300	3	\$375,179	\$438,500
28	\$514,648	4	\$445,463	\$465,900
29	\$451,348	3	\$375,179	\$438,500
30	\$451,348	3	\$375,179	\$438,500
31	\$514,648	4	\$445,463	\$465,900
32	\$451,348	3	\$375,179	\$438,500
33	\$451,348	3	\$375,179	\$438,500
25	\$527,515	4	\$445,463	\$465,900
26	\$462,631	3	\$375,179	\$438,500
27	\$462,631	3	\$375,179	\$438,500
34	\$527,515	4	\$445,463	\$465,900
35	\$462,631	3	\$375,179	\$438,500
	\$15,581,363		\$13,834,105	15,241,574

\$1,407,469 amount above max allowed pricing

Cottages	October 24, 2016 Proposed Pricing from Ivory Homes	# of Bed- rooms	Limit	Proposed Scenario
1	499,900	4	506,008	506,008
2	514,897	4	506,008	506,008
3	514,897	4	506,008	506,008
4	514,897	4	506,008	506,008
5	530,343	4	506,008	506,008
6	530,343	4	506,008	506,008
7	530,343	4	506,008	506,008
8	546,253	4	506,008	506,008
9	546,253	4	506,008	506,008
10	546,253	4	506,008	506,008
11	562,640	4	506,008	506,008
12	562,640	4	506,008	506,008
13	562,640	4	506,008	506,008
14	579,519	4	506,008	506,008
15	579,519	4	506,008	506,008
16	579,519	4	506,008	506,008
	8,700,856		8,096,128	8,096,128

Total Revenue Initial Ivory Pricing Revenue	\$ 33,185,475	
Total Revenue Resolution Limits		\$ 33,090,067
Total Negotiated Pricing Revenue		\$ 32,572,902

\$ (517,165) amount negotiated pricing is below max allowed pricing

December 7, 2018 (DRAFT)

Park City Housing Authority
 PO Box 1480
 Park City, UT 84060

Park City Heights – Amended Housing Mitigation Plan

Project: Park City Heights Master Planned Development

Developer: Ivory Homes

General:

On May 11, 2011 the Master Planned Development (MPD) for Park City Heights was approved for a mixed residential development consisting of 160 market rate units and 79 affordable/attainable units on 239 acres. An amendment to the MPD was approved on November 6, 2013, this addressed relocation and configuration of lots and streets. As part of the approval the Developer is required to satisfy an affordable/attainable housing requirement with forty-four (44) units approved under the 17-99 Housing Resolution and thirty-five (35) units approved under the 20-07 Housing Resolution.

The units will be large enough to capture all of the square footage necessary under the AUE obligations. All affordable/attainable units are to be for sale units. None of the units are intended to be rented by the Developer or future owners. Restrictions and priorities may include qualification options, sales price limits/range, rental restrictions and affordability terms.

Phasing Schedule:

The Project may be plated in phases in accordance with the approved phasing plan. The following schedule is provided to indicate the required AUE's to be built in each phase. However, each primary phase may include sub-phases as market conditions dictate and the phases may be adjusted.

Phase 1 – 103 Units

- 68 Affordable/Attainable – To be completed by December 31, 2020
- 35 Market Rate Units

Phase 2 – 39 Units – Was 47

- 0 Affordable/Attainable Was 5
- 39 Market Rate Units Was 42

Phase 3 – 2 Units Was 34

- 0 Affordable/Attainable Was 2
- 2 Market Rate Units Was 32

Phase 4 – 47 Units Was 29

- 3 Affordable/Attainable Was 4 – To be completed by December 31, 2025
- 44 Market Rate Units Was 25

Phase 5 – 48 Units **Was 15**

- 8 Affordable/ Attainable **Was 0 – To be completed by December 31, 2025**
- 40 Market Rate Units **Was 15**

Phase 6 is Removed – Was 11 Market Units

All Phases 79 Affordable/ Attainable Units (or equivalent AUE's)
 160 Market Rate Units

Total: 239 Units

Construction Timing:

The general layout and concept plan for Park City Heights dictates that the infrastructure is built from the lowest point of the slope (north) or entrance of the project to the highest point on the mountain (south). Because construction dictates this development pattern and the majority of affordable/attainable units are lower on the hill, the affordable/attainable units will be constructed at a different rate than market rate units. All of the affordable/attainable units will receive a certificate of occupancy prior to issuance of building permits for the last ten (10) percent of the market rate units. Project and housing requirements dictate that the affordable/attainable units are built in conjunction with the market rate units. The developer is front loading as many affordable/attainable units as possible to ensure that the requirements are satisfied. **In**

Phase I, 68 affordable/attainable units will be completed . The balance of 11 units will be completed in Phases 4 & 5.

Phase 1 construction began in 2016 for a total of sixty-eight (68) affordable/attainable units. The first Certificates of Occupancy were issued completed in the fall of 2016. The first affordable/attainable unit will be ready for occupancy prior to the first market rate unit. The majority of the affordable/attainable units are clustered at the entrance to the Subdivision and the Developer will ensure that the units are built with high quality building materials and well maintained. Projected absorption rate is 8-12 units per year as dictated by the market.

Phase 1 – Year 1 Projection = 10 Total Units

TYPE OF UNIT	NUMBER OF UNITS	NUMBER OF BEDROOMS	SQUARE FEET PER UNIT
Park Home – Single Family	6	3	1,600 – 2,100
Park Home – Townhome	4	2-3	1,000 – 1,400

Product Pricing:

The intent is to offer a wide range of both product type and product pricing. Pricing in the first building of the Attached Park Home Townhomes product in Phase 1 will begin in the \$240,000 range and go upwards of \$400,000 for the Single Family Detached Park Homes, depending on unit type, bedroom counts, square footage, and construction finishes. Developer will work with Park City Municipal Corp to determine final sales pricing as well as product type and size. It is anticipated that attached units will be priced lower and

single family detached units will be closer to the maximum price range, thus having a greater range of diversity. Pricing for the first ten (10) units is now set as shown in the attached spreadsheet (Exhibit B) for the Park Home Townhome units T25, T26, T27, T28 and Park Home Single Family Detached Units 1,2,3,10,11 and 12. Any changes to the unit pricing, bedroom count, or completion schedule included in Exhibit B will require approval by the Housing Authority.

Marketing Plan:

Developer agrees to give priority to those full-time employees who work within the area of the Park City School District boundaries, particularly essential workers. This area includes but is not limited to Intermountain Healthcare Park City Medical Campus, USSA Headquarters and Training Annexation.

Developer will hold information seminars with these target groups to discuss the qualifications for purchasing deed restricted affordable/attainable housing units. Developer will also provide Credit Repair Services for all of those in need of such services.

Methodology of Affordability:

Affordability Defined

Affordability is defined such that the total amount of the mortgage, basic utilities, taxes, insurance and HOA payments may not account for more than 30% of household income. The median wage of the core Park City workforce is determined annually by the City Council.

Affordable Unit Equivalent

There are two resolutions that govern the affordable/attainable units in Park City Heights. Resolution 17-99 dictates that a two-bedroom unit with 800 square feet of Net Livable Space is considered one Affordable Unit Equivalent; and Resolution 20-07, dictates that a two-bedroom unit with 900 square feet of Net Livable Space is considered one Affordable Unit Equivalent.

Average of Affordability

The intent is to maintain an average rate of affordability. Flexibility must be given in the Housing Mitigation Plan in an attempt to maximize a level of affordability. There may be some single-family units that fall outside of the affordable range, alternatively, providing attached units could keep the average rate of affordability lower delivering a lower average price.

Compliance Standards

It is anticipated that there will be a mix of unit types and standards as outlined below:

- All affordable units will be built to a minimum LEED Certified OR NAHB Green level and appliances & light bulbs shall be Energy Star qualified products.
- Size differentials of the exterior appearance of the cottage home affordable units will be compatible with cottage home market rate units and will use similar exterior materials and guidelines.
- Standard construction practices will be the same for the affordable/attainable and market units and incorporate the same general construction materials in the following areas: insulation, windows, heating systems, and other components related to energy efficiency including landscaping.

- All affordable/attainable units will be constructed in accordance and consistent with the MPD approved Park City Heights Neighborhood Design Guide.
- All affordable/attainable units will be constructed on Park City Heights property (MPD site). This includes the transfer of the IHC units from the Park City Medical Center site to Park City Heights.

Product type/Unit descriptions

Product type in all phases will be determined based on market conditions, lot size, topography, number of stories, adjacent homes, and other factors. Flexibility will be required and a necessity in order to provide the right product at the right price to maintain affordability. Units will be configured in two, three and four bedroom layouts. A minimum of seven (7) – two bedroom units will be provided in the Attached Park Home Townhomes.

Average Median Income/Workforce Housing Wage (Guideline)

Housing Resolution 17-99 uses an Average Median Income (AMI) in Summit County and Housing Resolution 20-07 uses the Workforce Housing Wage (WHW) in Park City. The first ten (10) units will be split with four (4) of the units under HR 17-99 and six (6) under HR 20-07.

Rhoda Stauffer

From: Troy Goff <troyg@ivoryhomes.com>
Sent: Friday, December 07, 2018 3:01 PM
To: Rhoda Stauffer; Chris Gamvroulas
Cc: Anne Laurent; Jason Glidden; John Cahoon; Brad Mackay; Dan Fielding
Subject: RE: meeting
Attachments: image001.jpg; 9FE0558B6B4948E08262E3380B4FAB4E[485399].png; Proposed Amended Housing Mitigation Plan 12-7-18.docx

Hello Rhoda,

Per your request I wanted to get you over some language to share with the Housing Authority as to how the phasing changes that Ivory is proposing will impact the delivery of Affordable/Attainable Units in Park City Heights.

The phasing changes to phases 2-5 in Park City Heights will not alter the time frame that Ivory Homes has committed to constructing the Affordable/Attainable Homes in Park City Heights. The current plan calls for 8-12 Affordable/Attainable Homes to be completed each year in Park City Heights. Under the current plan, this forecast would assume a build out of the Affordable/Attainable Homes by the end of 2025.

In an effort exceed our commitment, Ivory Homes plans to build the remainder of the Affordable/Attainable Park Homes (23 in total) and Affordable/Attainable Townhomes (20 in total) by the end of 2019 as well as three of the Attainable Cottage Homes. The remaining two Attainable Cottage Homes in phase one would start construction in 2019 and be completed in 2020.

We forecast that we will have a total of 68 Affordable/Attainable Homes constructed in Park City Heights by the end of 2020, putting us three and a half years ahead of schedule. The remaining 11 Affordable/Attainable Homes in Park City Heights are forecasted to be completed by the end of 2025.

With the phasing changes being

Phase 1- 103 Units

- 68 Affordable/Attainable Units
- 35 Market Rate Units

Phase 2- 39 Units

- 39 Market Rate Units

Phase 3- 2 Units

- 2 Market Rate Units

Phase 4- 47 Units

- 3 Affordable/Attainable Units
- 44 Market Rate Units

Phase 5- 48 Units

- 8 Affordable/Attainable Units
- 40 Market Rate Units

I have made these changes to a new proposed Draft of the Mitigation Plan attached. Please let me know if you need anything else from us for your upcoming update to council and the Housing Authority.

Thank You,

Troy Goff

New Home Sales Consultant

"For All Ivory Homes Neighborhoods"

435-729-0550

troyg@ivoryhomes.com



From: Rhoda Stauffer <rhoda.stauffer@parkcity.org>

Sent: Tuesday, December 4, 2018 4:24:07 PM

To: Troy Goff; Chris Gamvroulas

Cc: Anne Laurent; Jason Glidden

Subject: meeting

Troy & Chris, we need to meet with you and are hoping that you can come to City Hall on the afternoon of December 17. At this point, we aren't ready for the annual update because we still don't have the material we need to update the Housing Mitigation Plan. We've got the lot changes, but we still don't have the Phasing changes that have to be incorporated and approved.

Without that update, we also can't approve additional sales, so we really want to get this taken care of as soon as possible.

Please let us know if you can make a meeting on Monday, December 17. Right now, we are wide open on that date.

Thank you

Rhoda

Rhoda J. Stauffer

Affordable Housing Program

Community Development

Park City Municipal Corporation

435-615-5152

Rhoda.stauffer@parkcity.org



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Exhibit B-Revised 1-08-2019
Park City Heights Proposed Pricing by Unit Type

Town Homes	October 24, 2016 Proposed Pricing from Ivory Homes	# of Bed- rooms	Housing Resolution Pricing Limit	Negotiated Pricing	
T25	319,900	3	409,501	319,900	
T26	249,900	2	365,759	249,900	
T27	297,900	3	409,501	297,900	
T28	329,900	3	409,501	329,900	
T9	303,858	3	409,501	329,900	Was on Lot T11
T10	336,498	3	409,501	359,900	Was on Lot T12
T11	326,298	3	409,501	349,900	Was on Lot T9
T12	254,898	2	365,759	299,900	Was on Lot T10
T21	332,823	3	409,501	349,900	
T22	259,995	2	365,759	299,900	
T23	309,935	3	409,501	329,900	
T24	343,227	3	409,501	359,900	
T13	339,479	3	409,501	349,900	
T14	265,194	2	365,759	299,900	
T15	316,133	3	409,501	329,900	
T16	350,091	3	409,501	359,900	
T17	322,455	3	409,501	329,900	Was on Lot T19
T18	270,497	2	365,759	299,900	
T19	346,268	3	409,501	349,900	Was on Lot T17
T20	357,092	3	409,501	359,900	
T5	353,193	3	409,501	349,900	
T6	275,906	2	365,759	299,900	
T7	328,904	3	409,501	329,900	
T8	364,233	3	409,501	359,900	
T1	335,482	3	409,501	329,900	Was on Lot T3
T2	371,517	3	409,501	359,900	Was on Lot T4
T3	360,256	3	409,501	349,900	Was on Lot T1
T4	281,424	2	365,759	299,900	Was on Lot T2
sub-total	8,903,256		11,159,834	9,235,200	(1,924,634) amount below max allowed pricing

Bedroom Count Summary

2 bedrooms7
3 bedrooms46
4 bedrooms26

Proposed Revisions are in Red

	Year	TH	TH	PH	PH	Cottages	Cottages	total	total	Cum.	Actual Completed
Numbers of Affordable Units Per Year -- Projections	2016	4	4	6	6	0	0	10	10	10	10
	2017	4	4	6	0	0	0	10	4	14	4
	2018	4	0	6	6	1	0	11	6	20	6
	2019	4	20	6	23	3	3	13	46	66	
	2020	4	0	6	0	3	2	13	2	68	
	2021	4	0	5	0	3	0	12	0	68	
	2022	4	0	0	0	3	0	7	0	68	
	2023	0	0	0	0	3	0	3	0	68	
	2025	0			0		11		11	79	
total	28	28	35	35	16	16	79			20	

Park Homes	October 24, 2016 Proposed Pricing from Ivory Homes	# of Bed- rooms	Limit	Proposed Scenario	
1	\$408,900	3	\$375,179	\$375,179	1
2	\$374,900	3	\$375,179	\$375,179	1
3	\$408,900	3	\$375,179	\$375,179	1
10	\$408,900	3	\$375,179	\$375,179	1
11	\$374,900	3	\$375,179	\$375,179	1
12	\$408,900	3	\$375,179	\$375,179	1
4	\$419,272	3	\$375,179	\$438,500	1.17 Was on Lot 6
5	\$384,272	3	\$375,179	\$438,500	1.17
6	\$477,900	4	\$445,463	\$465,900	1.05 Was on Lot 4
7	\$419,122	3	\$375,179	\$438,500	1.17 Was on Lot 9
8	\$384,272	3	\$375,179	\$438,500	1.17
9	\$477,900	4	\$445,463	\$465,900	1.05 Was on Lot 7
13	\$489,878	4	\$445,463	\$465,900	1.05
14	\$393,878	3	\$375,179	\$438,500	1.17
15	\$429,600	3	\$375,179	\$438,500	1.17
22	\$489,878	4	\$445,463	\$465,900	1.05
23	\$393,878	3	\$375,179	\$438,500	1.17
24	\$429,600	3	\$375,179	\$438,500	1.17
16	\$440,340	3	\$375,179	\$438,500	1.17 Was on Lot 18
17	\$403,772	3	\$375,179	\$438,500	1.17
18	\$502,095	4	\$445,463	\$465,900	1.05 Was on Lot 16
19	\$440,340	3	\$375,179	\$438,500	1.17 Was on Lot 21
20	\$440,300	3	\$375,179	\$438,500	1.17
21	\$502,095	4	\$445,463	\$465,900	1.05 Was on Lot 19
28	\$514,648	3	\$375,179	\$438,500	1.17 Was on Lot 30
29	\$451,348	3	\$375,179	\$438,500	1.17
30	\$451,348	4	\$445,463	\$465,900	1.05 Was on Lot 28
31	\$514,648	3	\$375,179	\$438,500	1.17 Was on Lot 33
32	\$451,348	3	\$375,179	\$438,500	1.17
33	\$451,348	4	\$445,463	\$465,900	1.05 Was on Lot 31
25	\$527,515	4	\$445,463	\$465,900	1.05
26	\$462,631	3	\$375,179	\$438,500	1.17
27	\$462,631	3	\$375,179	\$438,500	1.17
34	\$462,631	3	\$375,179	\$438,500	1.17 Was on Lot 35
35	\$527,515	4	\$445,463	\$465,900	1.05 Was on Lot 34
	\$15,581,403		\$13,834,105	15,241,574	\$1,407,469 amount above max allowed pricing amount above max allowed pricing

Cottages	October 24, 2016 Proposed Pricing from Ivory Homes	# of Bed- rooms	Limit	Proposed Scenario
39	499,900	4	506,008	506,008
42	514,897	4	506,008	506,008
54	514,897	4	506,008	506,008
75	514,897	4	506,008	506,008
TBD	530,343	4	506,008	506,008
TBD	530,343	4	506,008	506,008
TBD	530,343	4	506,008	506,008
TBD	546,253	4	506,008	506,008
TBD	546,253	4	506,008	506,008
TBD	546,253	4	506,008	506,008
TBD	562,640	4	506,008	506,008
TBD	562,640	4	506,008	506,008
TBD	562,640	4	506,008	506,008
TBD	579,519	4	506,008	506,008
TBD	579,519	4	506,008	506,008
TBD	579,519	4	506,008	506,008
	8,700,856		8,096,128	8,096,128

Total Revenue Initial Ivory Pricing Revenue	\$ 33,185,515	
Total Revenue Resolution Limits	\$ 33,090,067	
Total Negotiated Pricing Revenue	\$ 32,572,902	\$ (517,165) amount negotiated pricing is below max allowed pricing

Council Agenda Item Report

Meeting Date: December 9, 2021

Submitted by: Lynn Ware Peek

Submitting Department: Community & Public Affairs

Item Type: Staff Report

Agenda Section:

Subject:

Municipal Equity Index and Social Equity Update

Suggested Action:

Attachments:

[MEI and Social Equity Staff Report](#)

[Exhibit A: MEI-2021 for Park City, Utah](#)

[Exhibit B: Quarterly Social Equity Update - Fall 2021](#)

City Council Staff Communication Report

Subject: Municipal Equality Index Report and Social Equity Update
Author: Jolene Weston, Organizational Development Manager
Lynn Ware Peek, Community Engagement
Department: Human Resources & Community Engagement
Date: December 9, 2021
Type of Item: Informational

Summary

This report highlights the 2021 Municipal Equality Index and recent Social Equity efforts throughout City departments.

Municipal Equality Index

On November 18, 2021, the [Human Rights Campaign](#) (HRC) released its final scorecard for the [2021 Municipal Equality Index](#) (MEI), an evaluation of 506 cities on how inclusive these municipalities are with their policies and services for the lesbian, gay, bisexual, transgender, and queer (LGBTQ+) community. Park City Municipal [scored](#) 70 out of a possible 100 points – nearly double the City’s 2020 score of 37. See full report in Exhibit A.

Park City staff continues to work on advancing our social equity initiatives. The internal LGBTQ+ Task Force was initiated in 2020 to examine and improve our internal practices towards equity and inclusion. In doing so, we wanted to become more outward-facing with our efforts and engage our LGBTQ+ community in Park City and the Wasatch back. In January of 2021, we formed the LGBTQ+ Task Force with the broader community. One of our goals was to improve our MEI score. In previous years, while we knew that our inclusive practices were in motion, they weren’t public enough. The MEI scorecard guided us on how to be more public-facing and offered structure to pursue some new inclusive practices.

Analysis

We compared ourselves to 1) Other Utah cities; and 2) Other similarly sized mountain towns:

1. Among Utah cities, we scored 2nd:

- Salt Lake City – 100
- Park City - 70
- Ogden - 58
- Logan - 48
- West Valley City – 48
- Provo - 40
- West Jordan - 36
- Orem - 22

Note: It is easier for a larger city to score points because there is a greater likelihood that they will offer specific services that small cities don't typically offer, like homeless services for LGBTQ+ youth.

2. Among other participating similarly sized mountain towns:

- Bozeman, MT - 80
- Park City, UT – 70
- Aspen, CO – 67
- Jackson, WY – 62
- Whitefish, MT – 58
- Bend, OR – 58

Note: Aspen is the only mountain town in Colorado that participated in the scoring. Sun Valley/Ketchum (to whom we often compare ourselves) did not participate.

We are dedicated to continuing the work to improve our MEI score. Several ongoing efforts include:

1. Transgender Healthcare Benefits: While PCMC provides transgender healthcare inclusive benefits, we received no points (0/6) because our provider does not provide the HRC required language in their manual. We are continuing to work with Regence Blue Cross to resolve.
2. Hate Crime Reporting: The Park City Police Department reports hate crimes each year however, no hate crimes occurred in 2021 and therefore, we received no points (0/10). We are working with the HRC to recognize the efforts of our Police Department.
3. Human Rights Commission: HRC gives 30 for the formation of a municipal Human Rights Commission. We are exploring ways to achieve this requirement.

Social Equity Initiatives

In addition to the MEI scorecard, our internal Social Equity team, comprised of representatives from each City department, has launched a number programs and initiatives in the last few months. Highlights include (please see Exhibit B for full update):

- **Human Resources** - Contracted with Babble to offer second language programs to employees. There are currently 16 participants.
- **Recreation** – A sliding fee scale program was launched in September 2021. 40 adult applicants have been approved for access to the MARC facility and programs since inception. Youth applications will be available in the spring for summer programming.
- **Community Development/Community Engagement.** Rental Assistance – Over the summer/fall of 2021, staff members Elyse Katz and intern Heidi Onofre and

others worked with the community to access federal rent relief funding. These efforts resulted in tenants receiving:

- \$138k in funding for Iron Horse tenants;
 - \$168k in funding for Aspen Villas tenants;
 - \$25k in funding for tenants in other Park City locations;
 - Approximately 70 families were helped through bilingual application assistance;
 - This totals approximately \$331k in funding for local Park City residents facilitated by the bilingual efforts to assist tenants through this complex and arduous process.
- **Library**
 - Participating with the Christian Center in the Sock Drive to benefit community members facing homelessness – December 1-31
 - Virtual screening of a film about transgender life in rural America – December 2-7 and a Q&A with the director on December 7
 - **Police**
 - Shop with a Cop (December 4) - Over 70 children enrolled to participate in this year's celebrations.
 - Hold monthly driver's license classes conducted in Spanish
 - Use of social media platforms to connect, educate, inform, integrate and further solidify public trust and communication between residents, business owners, and visitors of Park City in both English and Spanish.
 - The Cadet Explorer Program provides classes each month. These newly developed ties have helped the youth in our community develop a fundamental understanding of police procedures, duties, and concepts.
 - **Various departments & executive** - Participation in the [Park City Community Cohort](#). This year-long racial equity program launched in March with a 3-day immersive training. It is attended monthly by Mayor Andy Beerman, Councilmember Nann Worel, City Manager Matt Dias, Deputy City Manager Sarah Pearce, Team members Jolene Weston and Lynn Ware Peek.

As you can see, a tremendous amount of energy and focus is being directed towards equity initiatives by PCMC staff, Council, and our Boards and Commissions. Since Social Equity was created as a critical community priority, and reaffirmed during the Park City Vision 2020 process, we have developed and implemented a host of programs and initiatives.

Exhibits

[Exhibit A – MEI Scorecard report](#)

Exhibit B – Quarterly Social Equity Update – Fall 2021

I. Non-Discrimination Laws**

This category evaluates whether discrimination on the basis of sexual orientation and gender identity is prohibited by the city, county, or state in areas of employment, housing, and public accommodations.

	STATE	COUNTY	MUNICIPAL	AVAILABLE
Employment	5 5	0 0	5 5	5 5
Housing	5 5	0 0	4 4	5 5
Public Accommodations	0 0	0 0	0 0	5 5
SCORE	20 out of 30			
FLEX Single-Occupancy All-Gender Facilities	+0	+0	+0	+2
FLEX Protects Youth from Conversion Therapy	+2	+0	+0	+2

II. Municipality as Employer

By offering equivalent benefits and protections to LGBTQ+ employees, awarding contracts to fair-minded businesses, and taking steps to ensure an inclusive workplace, municipalities commit themselves to treating LGBTQ+ employees equally.

	COUNTY	MUNICIPAL	AVAILABLE
Non-Discrimination in City Employment		7 7	7 7
Transgender-Inclusive Healthcare Benefits		0	6
City Contractor Non-Discrimination Ordinance		3 3	3 3
Inclusive Workplace		2	2
SCORE	22 out of 28		
FLEX City Employee Domestic Partner Benefits		+1	+1

III. Municipal Services

This section assesses the efforts of the city to ensure LGBTQ+ residents are included in city services and programs.

	COUNTY	MUNICIPAL	AVAILABLE
Human Rights Commission	0	0	5
NDO Enforcement by Human Rights Commission	0	0	2
LGBTQ+ Liaison in City Executive's Office		5	5
SCORE	5 out of 12		
FLEX Youth Bullying Prevention Policy for City Services		+0 +0	+1 +1
FLEX City Provides Services to LGBTQ+ Youth		+2	+2
FLEX City Provides Services to LGBTQ+ People Experiencing Homelessness		+0	+2
FLEX City Provides Services to LGBTQ+ Older Adults		+0	+2
FLEX City Provides Services to People Living with HIV or AIDS		+0	+2
FLEX City Provides Services to the Transgender Community		+0	+2

IV. Law Enforcement

Fair enforcement of the law includes responsible reporting of hate crimes and engaging with the LGBTQ+ community in a thoughtful and respectful way.

LGBTQ+ Liaison/Task Force in Police Department
Reported 2019 Hate Crimes Statistics to the FBI

	MUNICIPAL	AVAILABLE
LGBTQ+ Liaison/Task Force in Police Department	10	10
Reported 2019 Hate Crimes Statistics to the FBI	0	12
SCORE	10 out of 22	

V. Leadership on LGBTQ+ Equality

This category measures the city leadership's commitment to fully include the LGBTQ+ community and to advocate for full equality.

Leadership's Public Position on LGBTQ+ Equality
Leadership's Pro-Equality Legislative or Policy Efforts

	MUNICIPAL	AVAILABLE
Leadership's Public Position on LGBTQ+ Equality	5	5
Leadership's Pro-Equality Legislative or Policy Efforts	3	3
SCORE	8 out of 8	
FLEX Openly LGBTQ+ Elected or Appointed Leaders	+0	+2
FLEX City Tests Limits of Restrictive State Law	+0	+3

TOTAL SCORE 65 + TOTAL FLEX SCORE 5 = Final Score 70
CANNOT EXCEED 100

** On June 15, 2020, the U.S. Supreme Court ruled in *Bostock v. Clayton County, Georgia* that sexual orientation and gender identity discrimination are prohibited under federal sex-based employment protections. Nevertheless, it is imperative that localities continue enacting explicitly LGBTQ+-inclusive comprehensive non-discrimination laws since it will likely take additional litigation for Bostock to be fully applied to all sex-based protections under existing federal civil rights law. Moreover, federal law currently lacks sex-based protections in numerous key areas of life, including public spaces and services. Lastly, there are many invaluable benefits to localizing inclusive protections even when they exist on higher levels of government. **For these reasons, the MEI will continue to only award credit in Part I for state, county, or municipal non-discrimination laws that expressly include sexual orientation and gender identity.**

PTS FOR SEXUAL ORIENTATION PTS FOR GENDER IDENTITY FLEX PTS for criteria not accessible to all cities at this time.

FOR MORE INFORMATION ABOUT CITY SELECTION, CRITERIA OR THE MEI SCORING SYSTEM, PLEASE VISIT [HRC.ORG/MEI](https://hrc.org/mei). All cities rated were provided their scorecard in advance of publication and given the opportunity to submit revisions. For feedback regarding a particular city's scorecard, please email mei@hrc.org.

Social Equity Programs – Fall 2021 update

Human Resources:

- Neurodiversity program ongoing.
- Bright Future intern program continues.
- Posting job openings in English/Spanish.
- Implemented a diversity tracking system.
- Second language learning program through Babble offered. Currently there are 16 users and the program grows each month as we look for ways to increase participation (ongoing).
- Multi-Culturalism and diversity in hiring training for all the managers at PCMC.
- Changed the recruiting processes to focus on more diversity in hiring.
- Changed all documentation to be gender-neutral (ongoing).

Recreation:

- Social media posts for Veterans Day, American Indian and Alaska Native Heritage Month (with Native American government site link), and Peace Day (Sept – Nov).
- Native American Heritage flag hung in PC MARC was made and approved with previous City employee who is of American Indian heritage (November).
- Local resident CJ Haerter is part of our neurodiverse program, assisting in Aquatics during the summer and continuing through the winter months doing a variety of tasks (ongoing).

Public Works:

- Hispanic Heritage Month interviewed team members to gather perspective on the month celebration through their eyes (September).
- Veterans Day - Tribute to the Veterans for the Public Works teams. Honored six past and current Public Works Veterans with a presentation and a large flag at the Mine Bench to honor them (November).

Transit:

- Continuing to provide fare-free public transportation
- Rider Guide available in Spanish soon.
- City/County working together to do a system-wide update in Spanish including PCMC Transit Website service changes and map for winter in Spanish.
- Hispanic Awareness - posters in the bus featuring first Hispanic leaders in the transportation field.
- Targeted outreach with the NAC, Senior Center and other groups for transit and PC mobility.
- Disability awareness training built into bimonthly safety meetings prepared by team member Chelsea Jones.

- Bulletin Board with facts about Human Rights prepared by team member Claire Alvarez.
- Banner for American Indian and Alaska Native Heritage Month.
- Provide up-to-date messages in English and Spanish.
 - In addition to our multi-lingual team, we also added Linguistica International to offer translation services in over 350 languages.
 - Paratransit services comply with the Americans with Disabilities Act and continue to serve excellent door to door services.
 - Planning an annual Marketing and Outreach strategy to identify areas Transit can better connect with members of the community, especially those marginalized. The strategy will target new ways to reach these community members.

Library:

- Blog post highlighting six indigenous authors: <https://parkcitylibrary.org/if-you-are-watching-reservation-dogs/>
- Blog post on Hispanic heritage month both in English and Spanish (September).
- Art exhibit on Latinx experience in Park City by local student Emma Greally (Sept - Nov).
- Bilingual author event with Melissa Marsted about Utah's fireflies (October).
- Spanish language assistance for voter registration week (September).
- Day of the Dead - an "Ofrenda" with pictures of relatives (October)
- PC Unidos held a "meet the candidates" panel at Library with the Mayor/Council candidates (October).
- Food Drive (partnership with Christian Center) – (November).
- Author event with queer Jewish author Lucas Schleck – (November).
- Sock Drive to benefit community members facing homelessness (partnership with Christian Center) – (December).
- Virtual screening of film about transgender life in rural America and Q & A with director (December).

Community Development:

- Co-hosted a community forum with representatives from the senior population to explore housing options for the future (December).
- Representing the City on a monthly eviction diversion call with other community stakeholders such as Mountain Mediation and Community Action. In the call, topics such as rent relief, eviction, and notices to vacate are discussed (ongoing).
- The DEI Housing Task Force Subcommittee meets monthly to discuss how housing can better orient its goals and programs to be more inclusive and equitable.

Sustainability:

- Developing a wheelchair accessibility map (ongoing).
- Our Green Business 2.0 program with Recycle Utah will include some equity measures for businesses to implement, including paying a fair wage (October).

- Held a listening session with Holy Cross Ministries in Spanish to discuss how people's homes are in terms of energy use, comfort, and overall safety. Presented to City Council (October).
- Working on the User guide for Energy efficiency which will have a Spanish component (ongoing).

Community Engagement:

- Social Media posts on Hispanic Heritage Month (September).
- Participation in Bright Futures advisory and professional development committee (ongoing).
- Contract position to continue Municipio de Park City Facebook page and translations (November).
- Emergency outreach plan in Spanish - Working with PCMC Emergency Management, PCPD and Summit County through a variety of channels (December).
- Continuing to attend monthly Center for Equity and Inclusion cohort.

Police:

- Driver's License Class for Spanish Speaking Community Members focusing on public safety and compliance with Utah traffic laws (ongoing).
- Social Media (Departamento de Policia de Park City Facebook) and KPCW Cada Domingo Radio Appearances – outreach and inclusion for our Latinx community members to connect, educate, inform, integrate and further solidify public trust and communication between residents, business owners and visitors of Park City both in English and Spanish (ongoing).
- Park City Police Department's Cadet Explorer Program: Focus is to grow our own candidate pool directly from the youth in our community to join our ranks to increase inclusion and understanding among our diverse residents (ongoing).
- Community Outreach added to "Safe Places" - the Park City Police Department partners with Mexican Consulate to provide easily accessible safety information to the community (ongoing).
- PCPD participated in the planning and carrying out of Domestic Violence Awareness Month (October)
 - Purple Ribbons tied around community.
 - Clothesline Project set up in public locations.
 - Domestic Violence Awareness Month March down Main Street.
 - Candlelight Vigil

LGBTQ+ Task Force:

- Partnered with Encircle for an ice cream social on National Coming Out Day (October).
- Hired a facilitator for the LGBTQ+ task force with Executive department (November).

Council Agenda Item Report

Meeting Date: December 9, 2021

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Minutes

Agenda Section:

Subject:

Consideration to Approve the City Council Meeting Minutes from October 28, 2021 and November 4, 11, and 16, 2021

Suggested Action:

Attachments:

[October 28, 2021 Minutes](#)

[November 4, 2021 Minutes](#)

[November 11, 2021 Minutes](#)

[November 16, 2021 Minutes](#)



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

October 28, 2021

The Council of Park City, Summit County, Utah, met in open meeting on October 28, 2021, at 3:45 p.m. in the City Council Chambers.

WORK SESSION

SR 224 Roadway Improvements Discussion:

Dave Thacker, Building Official, presented this item and stated the City hoped to improve from the accidents that had occurred on Marsac Avenue. He coordinated with the Police Department and UDOT on continued safety measures.

Chief Wade Carpenter reviewed the runaway truck accident that occurred in August and he indicated the City had dealt with brake problems for several years. Captain Phil Kirk indicated his team had been working on dump truck enforcement on the road for the past few months and had achieved almost 100% compliance with brake checks. Chief Carpenter stated dump truck drivers were the main violators and it was good to see the education and progress. Lieutenant McKinney remarked SR 224 was a high priority for monitoring these vehicles and noted his appreciation to the Highway Patrol. Officer Powers, who was in charge of brake inspections, indicated there were many violations that were critical such as the vehicle being over its weight limit. He gave examples of violations that officers could use to put the trucks out of service until those things were fixed and noted most out-of-service violations were not serious. He stated most trucks being stopped were from around town.

Chief Carpenter stated that after monitoring the offenses on Marsac Avenue, only five percent were from trucks. He indicated officers were not allowed to stop trucks randomly, so an inspection schedule needed to be set up. It was indicated most violators were not the local vehicles.

John Robertson, City Engineer, stressed it was important to have brake check areas. After the accident in August, flashing beacons were installed on top of the brake check station signs. The speed limit was also reduced for trucks from 45 mph to 30 mph. Signs would also be installed encouraging truck drivers to use their engine brakes. He noted a pavement rehabilitation project would commence on Marsac Avenue in 2023. Thacker stated the Flagstaff Master Plan Development (MPD) included language that stated primary access was Mine Road and trucks should be using that road. Staff

1 updated the construction mitigation plans to address truck access and locations for soil
2 deposits.

3
4 Council Member Doilney asked if the major accidents on Marsac Avenue were from
5 dump trucks to which Carpenter affirmed. Council Member Doilney observed the
6 compliance was an indication of awareness and education. He felt companies with box
7 trucks had better training programs than independent contractors. Thacker noted staff
8 was working on how to get training in place.

9
10 Council Member Worel knew there was a staffing shortage with the Utah Highway
11 Patrol (UHP) and asked if a private company could assist the Police Department with
12 the brake checks. Chief Carpenter stated private companies didn't have the legal
13 authority to assist because citations would need to be written when vehicles were out of
14 compliance. Council Member Worel suggested signage could be put in the roundabout
15 to help with safety precautions.

16
17 Council Member Joyce asked for a follow-up discussion in six months to see if there
18 was continued truck compliance. His concern was that City buses pulled into the
19 roundabout and passengers could be in potential danger. He suggested contributing
20 City funds to move up the pavement rehabilitation timeline.

21
22 Council Member Henney stated in 2013, it was determined Marsac Avenue was the
23 route for trucks. A runaway truck lane could help driver error, which was the cause for
24 most accidents, but he felt strongly Royal Street should be designated as the access
25 route. He hoped to hear at a future discussion about the "why" behind the determination
26 to route trucks down Marsac versus Royal Street and how driver error and the
27 infrastructure in place contributed to the decision.

28
29 Council Member Gerber asked if the City partnered with the County Sheriff's
30 Department on vehicle inspections, to which it was indicated only Officer Powers
31 performed the inspections with the help of UDOT. Council Member Gerber asked if
32 trucks used Google Maps to navigate the area. Chief Carpenter stated they did use
33 Google Maps and it was creating a problem. He talked to the commissioner to see if
34 their IT people could get ahead of this.

35
36 Mayor Beerman stated it took a lot of money to continue with the checkpoints, and he
37 wanted the City to be reimbursed. He asked if this could be funded through impact fees.
38 Thacker stated he would have to check with the Legal Department on using impact
39 fees, but staff could use a permitting fee since the trucks were related to construction.

40
41 **FY22 Special Service Contracts (SSC) - Diversity, Equity, and Inclusion:**

42 Jed Briggs and Kirsten Darrington, Budget Department, presented this item. Darrington
43 reviewed SSC were awarded to nonprofits to provide unique services to the community.

1 The City had regular service contracts and social equity contracts. She noted the social
2 equity contracts were changed to include diversity, equity, and inclusion to expand the
3 scope. She noted the committee wanted funding to be prioritized for new or expanded
4 projects and initiatives. The budget for FY 2022 was \$250,000. The SSC committee
5 came up with priorities for the services provided. She also reviewed the outreach for
6 getting the word out that applications were being taken. The RFP would be opened
7 tomorrow with the submission deadline of November 19th. Recommendations for
8 awards would be presented to Council in December.

9
10 Darrington reviewed the four criteria for awarding contracts, including the accountability
11 and stability of the organization, the program need and the specific benefit, fiscal
12 stability and other financial support, and fair market value of the services. Council
13 Member Worel asked if there was a substitute for the requirement for two years of
14 financials if a nonprofit had just started. Briggs stated special exceptions had been
15 made in the past. Council Member Joyce stated the committee was looking for
16 improvement and that could be worked around.

17
18 Council Member Worel indicated there was a \$60,000 line item for mental health and
19 she asked if the applications went through this process or a separate process. Briggs
20 stated this could be part of the process or it could have its own process, according to
21 Council direction. Council Member Gerber thought Council should discuss the \$60,000
22 line item since the City, County and School District came together and decided this.
23 Now, the Council should discuss what the funding went towards and what the future
24 direction should be. Council Member Joyce thought the mental health contract had been
25 treated like a regular contract. He thought that program was different than the SSC.

26
27 Council Member Doilney liked the new name for SSC and thought the contracts should
28 be for two years so programs could get up and running and see progress. He also liked
29 the timeline for the RFP.

30
31 Council Member Henney asked if the mental wellness line item was currently with the
32 SSC funds or with the regular contract funds and noted if there was enough money in
33 the traditional fund then nothing needed to be done. He also wondered if \$250,000 was
34 the correct amount for these contracts or if additional money could be allocated, and if
35 the City could allocate more within State Code. Briggs stated they were moving away
36 from the one percent limit by moving many of the contracts to regular budget items.
37 Council Member Joyce suggested when budgeting for 2023, Council should have a
38 discussion on the \$250,000 allocation. Council Member Henney favored extending the
39 SSC for two years and he liked the RFP process timelines.

40
41 Council Member Worel favored the two-year contracts and the RFP timelines, and as
42 far as outreach, she suggested getting a current list of nonprofit directors from the

Community Foundation. Darrington stated she was in contact with them and was working to update the list.

Short Range Transit Plan (SRTP) Update:

Alex Roy, Transportation Planner, and Jason Miller and Paul Jewel, Fehr & Peers, presented this item. Miller reviewed the goals for the SRTP: improve connectivity, engage the community, ensure a top rated transit system, and incorporate tactical, relevant innovation. This would be a five-year plan to help understand where to go from here. He stated the recent separation of Transit with the County and COVID gave the team incentive to have a clean slate approach in thinking what transit would look like in the future and how it would fit into the mobility plan. Roy stated staff wanted to include the community as much as possible. A survey was online, and there would be open houses and pop-up open houses to help get feedback on transportation. He reviewed the many forms of outreach used to make the community aware of the survey.

Miller indicated he completed an existing conditions analysis and had initial findings. He thought Park City was making the right transit connections. He presented findings on ridership and stated that although there was a drop, it was better than most transit areas.

Council Member Doilney asked that the Chamber of Commerce and local businesses were made aware of the surveys so they could communicate it to their employees. Council Member Worel asked who the target group was for open houses, to which Roy stated the general public. Roy indicated the SRTP survey link was on the Transportation Planning page of the City website.

Council Member Gerber was happy to see additional transit lines coming back. Mayor Beerman stated Deer Valley requested an express line to the resorts and asked if they were happy with the proposed lines. Sarah Pearce, Deputy City Manager, stated Kim Fjeldsted, Transit Manager, could answer that in the Communications section of the meeting. Miller noted that Deer Valley was part of the stakeholder group that was included in the analysis process.

Park City School District (PCSD) Master Plan Update by Todd Hauber, PCSD Business Administrator:

Todd Hauber, School District Business Administrator, and Superintendent Jill Gildea presented this item. Hauber stated the PCSD had worked on the educational needs and the need for this bond for the past three years. He reviewed the ninth grade would be moved to the high school and there would be a build out on the west side of the building. Council Member Gerber asked if the addition could be expanded in the future. Hauber stated the design would allow an additional 400 students. Council Member Gerber stated traffic was an issue at the high school and asked if there were plans for

cars exiting the high school parking lot. Hauber stated there would be traffic mitigation during construction, but the expansion had no plans for transportation.

Council Member Doilney commented the high school seemed to be in constant construction and he hoped the School District could build with an eye for the future. He thought it was tight to build for 400 students and 350 would be incoming students. Hauber stated they wanted to keep the school small, but the analysis looked 10 years to the future.

Hauber discussed the sixth through eighth grades would be at Ecker Hill Middle School and three additions would be constructed there. There was a lot of interest in expanding the preschool so there would be additions to each of the elementary schools to accommodate the preschools. There would also be a community service, or wrap around service, and McPolin Elementary and Jeremy Ranch Elementary at Kimball Junction would have rooms built for that.

Council Member Doilney asked what would happen with Treasure Mountain Elementary School. Hauber stated that conversation would take place after the current construction was completed. Council Member Worel asked if the projects at the different schools would happen simultaneously. Hauber stated the high school was the priority and they wanted that to be completed by fall 2024. Ecker Hill would begin soon after to be completed 2024. The elementary schools would be in construction with end times of 2023 and 2024.

Council Member Doilney asked how safe it was to use Treasure Mountain Elementary when it was deemed lacking in safety features. Hauber stated he was aware of the major renovations needed and they were addressing needs minimally since the purpose of the building would be changing.

Mayor Beerman stated he participated in various stakeholder groups and the public liked the direction of this proposal. He indicated schools were important to the community.

REGULAR MEETING

I) ROLL CALL

Attendee Name	Status
Mayor Andy Beerman Council Member Max Doilney Council Member Becca Gerber Council Member Tim Henney	Present

Council Member Steve Joyce Council Member Nann Worel Matt Dias, City Manager Margaret Plane, City Attorney Michelle Kellogg, City Recorder	
None	Excused

II) COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments:

Council Member Gerber thanked staff and Mayor Beerman for hosting the Colorado Association of Ski Towns (CAST) event so all could share challenges ski towns were facing. She attended the Historic Park City Alliance (HPCA) meeting where they were presented with a Sundance plan and she noted there was good communication. Council Member Henney echoed the thoughts on CAST.

Council Member Joyce stated the Sewer Board had its annual budget meeting. They would extend the East Canyon Creek Facility, in sync with growth on that side of the area.

Council Member Worel stated too few students took the SHARP survey so data was insufficient. She noted the behavioral health and mental health assessment was complete and a report would be forthcoming.

Council Member Doilney attended Ski Utah Board meeting and they were pushing out the ads with a focus on conservation and sustainable tourism. He attended his first Ski Utah Board meeting. One issue was compensation for people working in government. He mentioned thought should be given to increasing the salary for the Planning Commission. Dias stated the next meeting would address boards and commissions.

Mayor Beerman related he was happy to meet in person again and have the public in attendance. He attended Mountain Towns 2030 and indicated it was great. He indicated next year it would be held at Breckenridge, Colorado. He noted Mountain Towns 2030 discussed climate change and what could be done to mitigate it.

Mayor Beerman and the Council determined to canvass the municipal election November 16th at 4:00 p.m. Mayor Beerman stated last Tuesday was the groundbreaking for the solar farm in Tooele that would power the electrical needs for multiple entities including Park City Municipal and it should be completed in 2022.

Staff Communication Reports:

Council Member Henney reviewed the five reports submitted for informational purposes.

1. Park City Recreation and the Journal of Olympic Studies:

2. Water Revenue Bond Issuance:

3. Transit Update:

Council Member Gerber noted the reinstatement of the Blue Line and the addition of the new Teal Line and asked if riders on the Green or Blue Lines were able to connect with the Teal. Kim Fjeldsted stated there was some overlap with those three routes, but Teal would go straight to Deer Valley. Council Member Gerber asked if routes would go through neighborhoods. Fjeldsted stated it would be status quo for now, but they were looking at areas where Transit could expand.

4. 2021 Parking Data Summary:

5. Kimball Arts Festival and Park Silly Sunday Market Debrief Update:

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

Mayor Beerman opened the meeting for anyone who wished to comment or submit comments to the Council on items not included on the agenda.

Greg Leitzke, President of the Park City Pickleball Club, stated pickleball was one of the fastest growing sports in the U.S. It was a very social sport as well. At a previous meeting, public input was given to request more pickleball time on the tennis courts. He stated there was no space for pickleball players. He met with Ken Fisher to see if pickleball players could be given more time at the MARC. He asked Council if the players could get help in building courts. He distributed a flier promoting his cause.

Mayor Beerman stated it was good their group worked with Fisher and he was open to discussions on future opportunities. Council Member Gerber stated she was in the group that looked at the recreation plan in 2016-17 and pickleball wasn't on the radar. She asked if that group would be brought back. Ken Fisher, Recreation Manager, stated a community needs assessment was needed. He thought a survey was the first step to get a sense of the community priorities. Council Member Joyce stated two years ago, there was a conversation on having a space by Quinn's Junction, since there was parking and bathrooms nearby.

Bob Theobald distributed a handout and stated there was an unpermitted pickleball court behind his property and Frode Jensen's property in Park Meadows. He spoke with the developer and Council members from the time of the development. There was a Stop Work order on July 6th. Behind the property was the Willow Ranch Subdivision,

1 which had setbacks. The Planning staff ignored the plat to grant a permit for an outdoor
2 sauna and that was concerning. He showed a plat map of the adjoining property and
3 read the plat notes. He read from the distributed materials. He noted an approval from
4 the HOA was never given. Theobald stated the Planning Department was required to
5 provide notification of compliance to the Building Department and it wasn't happening,
6 and he thought there was a disconnect between departments. He expressed frustration
7 and requested that this issue be resolved.

8
9 Matt Dias stated a meeting had been set up with Theobald and the Planning Director,
10 and he invited some Council members to attend as well. Council Members Joyce and
11 Worel volunteered to be part of the conversation. Council Member Joyce indicated
12 Council didn't get involved until an issue rose to the level that Council needed to get
13 involved. The other parties were not represented tonight so this wasn't the time for
14 Council to be involved.

15
16 Ryan Hiel attended the SR 224 Roadway Improvements discussion and he thanked
17 staff for their efforts in enforcing noncompliant trucks. He stated he lived on Marsac
18 Avenue, and the homes were in constant danger from all vehicles on the road. Many
19 cars sped, there was a blind curve, and a crosswalk with low visibility, so he feared for
20 his safety. He noted neighbors who had their homes damaged from vehicles leaving the
21 road. He hoped authorities would provide speed mitigation and signage warning about
22 the blind curve. A sidewalk was also needed on the east side.

23
24 Jeremy Rubell stated he was excited about the bus system enhancements, but he didn't
25 think it was clear about the Orange Line using Marsac instead of Royal Street. He knew
26 many people who used the line to get to Snow Park weren't here year-round and
27 thought they should be considered.

28
29 Rick Barros stated he learned it wasn't the City's intention to provide busing up Royal
30 Street for ski season. He indicated there were hundreds of homes in Deer Valley and
31 residents there used buses to go to Main Street and Silver Lake. He hoped the City
32 would consider an on-demand service instead of cutting out all of Deer Valley since the
33 alternative was to drive everywhere.

34
35 Gottfried Tittiger concurred with Barros' comment and added the bus was a great way to
36 get around during Sundance. The only way to get to Transit was to walk 1.5 miles to
37 Snow Park.

38 39 **IV) CONSIDERATION OF MINUTES**

40 **Consideration to Approve the City Council Meeting Minutes from September 23,**
41 **2021 and October 7 and 18, 2021:**
42

Council Member Gerber moved to approve the City Council meeting minutes from September 23, 2021 and October 7 and 18, 2021. Council Member Doilney seconded the motion.

RESULT: APPROVED

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

V) CONSENT AGENDA

1. Request to Adopt Resolution 23-2021, a Resolution Declaring November 1, 2021 as "Extra Mile Day" in Park City, Utah:

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

RESULT: APPROVED

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

VI) OLD BUSINESS

1. Consideration for Hosting the Triple Crown Sports Event in Park City:

Jenny Diersen, Special Events Manager, presented this item. Matt Pilcher and Katrina Magaro, Triple Crown, and Bob Kohler, Chamber of Commerce, were in attendance. Diersen listed three options for Council consideration: discontinue the Triple Crown event, discontinue the City services agreement (CSA) for Triple Crown, or negotiate a multiyear CSA with Triple Crown. She reviewed the history of Triple Crown coming to the City. Staff completed outreach with restaurants, schools, businesses and the community and two emails were received. Pilcher stated his father started the relationship between Triple Crown and Park City. He loved having the tournament at Park City and he hoped the event could continue coming to the City.

Council Member Gerber asked if Triple Crown would go to a neighboring city or would it go to a different part of the country if the contract with Park City was not renewed. Pilcher asked if it would help if they played on neighboring fields. Council Member Gerber stated it wouldn't help because there would still be traffic from the event. She indicated there were many sporting events, so she wasn't concerned that diversity would be lost if one event stopped coming to town. Council Member Doilney stated it wasn't just a diversity issue with Triple Crown. He noted the many benefits of Triple Crown and he disagreed that the home events were the same. He also didn't think the traffic issue was the sole responsibility of Triple Crown. Council Member Gerber indicated more events were coming, but the City didn't have to keep all the events. Each event brought something to town, but a decision to cut events had to start somewhere.

1 Council Member Doilney didn't want to keep every event, but this was the one event
2 that came midweek and businesses wanted them to stay.

3
4 Council Member Joyce explained the process Council went through a few years ago to
5 cut back on events. Businesses were thriving and he was concerned for the residents.
6 Council Member Henney asked to hear from the public.

7
8 Mayor Beerman opened the meeting for public input. No comments were given. The
9 following eComments were received:

10
11 Kelley Kowalski, All Seasons Resort Lodging eComment: "I fully support TCS and
12 voiced my support via the PCALA survey."

13
14 Rhonda Sideris, Park City Lodging eComment: "Hello and thank you for allowing me to
15 once again express my support for the Triple Crown event. In the past, I have
16 supported the event from a business perspective. Now, I want to also share the great
17 times my kids had going to the games and watching these talented young athletes. I
18 felt comfortable allowing my kids to attend in my absence. It gave them both motivation
19 to practice and play harder at the sports they were both involved in as they could see
20 that college scouts were also in attendance. This is one of the few events that a parent
21 can check all the boxes; free, safe, healthy fun and no alcohol permitted. Please
22 consider renewing the contract for Triple Crown. We need the diversity in our town that
23 is becoming more and more like a town for the very elite."

24
25 Shelley Gillwald eComment: "I am aware you have heard from me numerous times, on
26 behalf of the Park City Soccer Club and our Extreme Cup Soccer Tournament. In lieu of
27 repeating myself this evening during the City Council's discussion about Triple Crown
28 Sports and their desire for a new City Services Agreement, I will submit this brief
29 statement so PCSC is on the record in response to Council's request for community
30 input. Park City Soccer Club (PCSC) believes in the importance of youth-based events,
31 the experiences they provide, and the benefits they bring to the community (all of which
32 Council has heard before.) For this reason, our organization does not object to the
33 Triple Crown Tournaments returning to Park City each summer.

34
35 Our concerns on the subject, however, are two-fold: 1. We are opposed to the concept
36 of overlapping Extreme Cup and Triple Crown dates, and the need to share field space.
37 The negative economic impact is a burden on PCSC and our social equity based
38 scholarship program, while the logistics are difficult for all parties including City staff. 2.
39 We remain surprised, and honestly frustrated, by the level of in-kind support afforded to
40 TCS through Fee Waivers, We are aware the discussion at hand is about TCS, not
41 Park City Soccer Club, however it is difficult to understand how a for-profit, out-of-state
42 business can be granted tens of thousands of dollars in subsidies while a local non,
43 profit -- dedicated to supporting Park City's own underserved population through event

proceeds -- continues to receive less than \$2,000 in fee waivers / event subsidies each year. (Our 2021 City Fee Waivers totaled \$1,725.) We have spoken at length with Jenny Diersen, and believe staff has done a good job of presenting workable options for moving forward. It is our hope that Council's consideration will focus on elements of Options 2 or 3, as opposed to TCS's proposal."

Mayor Beerman closed the public input portion of the meeting.

Council Member Henney stated the community was asked to weigh in and nobody was here. Mayor Beerman stated it was disappointing nobody spoke tonight, but Council had heard from residents that events needed to be cut back. Council Member Gerber indicated there would be public feedback for events that the community held dear, so the lack of feedback was a sign that this event wasn't important to the residents.

Council Member Worel stated she was not interested in waiving fees, but the event should go through the special event process. Council Members Henney and Joyce favored discontinuing the event. Council Member Joyce felt more events should be cut as well. Council Member Doilney agreed with Council Member Worel that they should go through the special event process. Council Member Gerber favored discontinuing the tournament. Mayor Beerman thanked Triple Crown for a good partnership over many years.

2. Consideration to Approve an Extension and Increase the Amount of the Professional Services Agreement for Transportation and Security Services with Kane Security in an Amount Not to Exceed \$331,000:

Jenny Diersen, Special Events Manager, presented this item. She reviewed that the City had been working with Kane Security for a few years and noted this contract was specifically for peak time hours and during major special events. Mayor Beerman reviewed staff had tried to mitigate traffic on side streets, especially during Sundance, and it was effective. Council Member Doilney noted Sundance was a costly event and the City pumped money into it with this contract. He found it ironic since Council just cut another event. Council Member Joyce was hopeful Sundance would evolve and be less impactful to the City.

Mayor Beerman opened the meeting for public input. No comments were given. Mayor Beerman closed the public input portion of the meeting.

Council Member Doilney moved to approve an extension and increase the amount of the professional services agreement for transportation and security services with Kane Security in an amount not to exceed \$331,000. Council Member Henney seconded the motion.

RESULT: APPROVED

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

VII) NEW BUSINESS

1. Consideration to Approve Ordinance No. 2021-40, An Ordinance Approving the 316 Ontario Subdivision, Located at 316 Ontario Avenue, Summit County, Park City, Utah:

Lillian Lederer, Planner, presented this item and stated this was a Landmark Historic Site and the plat amendment would remove two lot lines to create one lot.

Council Member Henney asked if there was an order to the conditions of approval, and was concerned with Condition of Approval Seven, to which it was determined they could be satisfied in any order.

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

Council Member Worel moved to approve Ordinance No. 2021-40, an ordinance approving the 316 Ontario Subdivision, located at 316 Ontario Avenue, Summit County, Park City, Utah. Council Member Gerber seconded the motion.

RESULT: APPROVED

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

2. Consideration to Approve Ordinance No. 2021-41, an Ordinance Amending Land Management Code § 15-11-10 Park City Historic Sites Inventory to Update the Rossie Hill Drive Landmark Historic Site Addresses and the Status of 1302 Norfolk Avenue:

Rebecca Ward, Assistant Planning Director, presented this item and stated the proposed code amendments would update the Rossie Hill Landmark Historic structures and update the current status of 1302 Norfolk. She reviewed the addresses for three structures on Rossie Hill received new addresses and she wanted to ensure that both addresses were referenced in the code.

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

Council Member Joyce moved to approve Ordinance No. 2021-41, an ordinance amending Land Management Code § 15-11-10 Park City Historic Sites Inventory to

update the Rossie Hill Drive Landmark Historic Site addresses and the status of 1302 Norfolk Avenue. Council Member Worel seconded the motion.

RESULT: APPROVED

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

3. Consideration to Approve Ordinance 2021-42, an Ordinance Approving The Northstar Subdivision - Lot 1 Amended plat, Located at 1061 and 1063 Lowell Avenue, Park City, Utah:

Makena Hawley, Planner, presented this item and indicated the proposed plat would create a lot line down the middle of the duplex to create two separate lots.

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

Council Member Doilney moved to approve Ordinance 2021-42, an ordinance approving The Northstar Subdivision - Lot 1 Amended plat, located at 1061 and 1063 Lowell Avenue, Park City, Utah. Council Member Henney seconded the motion.

RESULT: APPROVED

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

4. Consideration to Approve Ordinance No. 2021-43, an Ordinance Approving a Zoning Map Amendment for One (1) Tract of Land Zoned Estate (E) to Public Use Transition (PUT) Including All of PCA-1200-4-X Located at 7805 Royal Street, Park City, Utah:

Spencer Cawley, Planner, presented this item and indicated the zoning map would be amended. Council Member Henney disclosed he was a member of the Fire District board and asked if that was a conflict, to which it was indicated there was no conflict. Cawley explained the fire station property was currently zoned Estate and had to comply with those setbacks. They requested the zone be amended and rezoned Public Use Transition (PUT) so the station could be expanded.

Council Member Joyce stated the building plans fit into the new zone height requirements and asked if it would have fit into the current height limits, to which Cawley affirmed. Council Member Joyce asked if the noticing explained the new building would be closer to the neighbors. Cawley stated the PUT Zone had to have the same setbacks as the surrounding properties. The 2002 variance allowed the station to encroach into the rear setback. Council Member Joyce confirmed the Fire District didn't need a variance to the residential zone because they would now be in the PUT Zone. John Shirley clarified the current zone was three feet from the property line and the station would maintain the same setback with the new building.

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

Council Member Henney noted firefighters needed a bigger vehicle with a ladder because of the tall buildings in the area.

Council Member Doilney moved to approve Ordinance No. 2021-43, an ordinance approving a zoning map amendment for one (1) tract of land zoned Estate (E) to Public Use Transition (PUT) including all of PCA-1200-4-X located at 7805 Royal Street, Park City, Utah. Council Member Henney seconded the motion.

RESULT: APPROVED

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

5. Consideration to Approve Ordinance 2021-44, an Ordinance Governing the Use of Electronic Meetings by City Council, Amending Sections 2-3-2 and 15-12-14 of the Municipal Code of Park City:

Margaret Plane, City Attorney, presented this item and explained emergency declarations were issued to hold electronic meetings during the pandemic. This code amendment would eliminate the need for Council and all City public bodies to meet without the requirement of having an anchor location. She noted the Open and Public Meetings Act was amended by the State Legislature as well. This amendment stated Council would not have to be present at meetings, but staff would have to be at the anchor location.

Council Member Henney indicated he heard from residents that they wanted to attend Council meeting in person. Council Member Gerber asked for clarification on when an electronic meeting could be held. Plane stated an electronic meeting could be scheduled, but it had to be noticed and staff would have to be at the anchor location, unless there was a health/safety risk. Council Member Worel asked how other boards would authorize electronic meetings. Plane indicated boards could put that provision in their bylaws.

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

Council Member Henney moved to approve Ordinance 2021-44, an ordinance governing the use of electronic meetings by City Council, amending Sections 2-3-2 and 15-12-14 of the Municipal Code of Park City. Council Member Gerber seconded the motion.

RESULT: APPROVED

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

VIII) ADJOURNMENT

IX) PARK CITY WATER SERVICE DISTRICT MEETING

II) ROLL CALL

Attendee Name	Status
Chair Andy Beerman Board Member Max Doilney Board Member Becca Gerber Board Member Tim Henney Board Member Steve Joyce Board Member Nann Worel Matt Dias, Executive Director Margaret Plane, City Attorney Michelle Kellogg, Secretary	Present
None	Excused

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

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

III) CONSENT

1. Request to Authorize the City Manager to Amend the Terms of 1) the October 8, 1991, Water Supply Agreement between Salt Lake City Corporation and Park City Municipal Corporation to October 31, 2022; and 2) the March 2, 2016, Amendment to the 1991 Agreement:

Board Member Gerber moved to authorize the City Manager to amend the terms of 1) the October 8, 1991, Water Supply Agreement between Salt Lake City Corporation and Park City Municipal Corporation to October 31, 2022; and 2) the March 2, 2016, amendment to the 1991 Agreement. Board Member Henney seconded the motion.

RESULT: APPROVED

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

IV) ADJOURNMENT

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder



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

November 4, 2021

The Council of Park City, Summit County, Utah, met in open meeting on November 4, 2021, at 4:15 p.m. in the City Council Chambers.

Council Member Gerber moved to close the meeting to discuss property and litigation at 4:15 p.m. Council Member Joyce seconded the motion.

RESULT: APPROVED

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

CLOSED SESSION

Council Member Gerber moved to adjourn from Closed Meeting at 5:00 p.m. Council Member Worel seconded the motion.

RESULT: APPROVED

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

WORK SESSION

Discuss the Administration of Public Bodies:

Michelle Downard, Resident Advocate, presented this item and indicated different staff managed each board or public body and there was no consistency from board to board. She recommended consolidating all the bodies' policies into one code chapter. She also explained the process for appointing board members and stated some bodies had the mayor appoint and others had the appointment by advice and consent of Council. Since the authority was inconsistent, she requested clarification and consistency. Regarding meeting reimbursements, Downard displayed a spreadsheet on the pay and policies for different bodies. She noted incentives could be given to members as a form of noncash reimbursement.

Council Member Gerber asked if incentives were only intended for the member or they could apply to board members and their families. Downard stated there were some tax limitations for some discounts, but staff could work with many incentives to include families.

1 Council Member Henney asked if the monetary reimbursements for the City boards
2 were capped, to which Downard affirmed. Margaret Plane, City Attorney, clarified that
3 municipal bodies had to follow the same rules the State implemented in its
4 administrative code regarding public bodies. Council Member Gerber asked if per diem
5 was intended to cover outside costs, such as daycare. Plane indicated the State had a
6 definition of per diem, which was the taxable compensation paid for attendance.

7
8 Council Member Joyce stated the actual meetings might last five to six hours, but there
9 were 15-20 hours of preparation, including reading the packet and understanding
10 complicated materials. The level of preparation depended on the board. He wanted
11 board members to feel appreciated.

12
13 Council Member Doilney noted some states didn't allow compensation for boards. He
14 agreed members needed to feel appreciated. Council Member Gerber stated monetary
15 compensation would help recruit diverse members, who might not otherwise be able to
16 leave work to attend the meetings. She suggested compensation for reading packets.
17 Plane stated the board members were paid through the City's payroll, and indicated
18 there were nuances that could be looked at so they wouldn't be classified as
19 employees. Council Member Doilney asked if the State law could be changed. Dias
20 stated the bodies were voluntary. He hoped to show board members the City's
21 appreciation through compensation and incentives, including amenities provided by the
22 City such as golf or recreation passes. He would also research what could be done at
23 the State level.

24
25 Mayor Beerman thought the Planning Commissioners should be invited to the annual
26 holiday party. He supported making all board appointments consistent, except for the
27 boards who made recommendations to Council for their member appointments. He
28 indicated the goal was to make City boards more diverse and suggested working with
29 the Community Foundation which might be able to reimburse board members through
30 scholarships. Council Member Joyce stated the incentives would not make boards more
31 diverse. If the City was serious about having diversity, the City Council or Planning
32 Commission could not require such a large time commitment. Other boards could be
33 diverse since they didn't have the same time commitment.

34
35 Matt Dias asked if staff could change the public body policies so appointments would be
36 by advice and consent of Council with the exception of those few mentioned boards.
37 Council Member Gerber liked ranking applications so the Council didn't have to
38 interview every applicant. Council Member Worel was not in favor of ranking and
39 thought all who applied should be given an opportunity to interview. She referred to the
40 Library Board appointment system, where a committee interviewed the applicants and
41 brought a recommended name to Council for appointment. Mayor Beerman stated
42 traditionally the Mayor and each Council member had a vote and he favored that going
43 forward.

Plane referred to the spreadsheet and stated a Mayor appointment with the advice and consent of Council was the Mayor decided and the Council would vote up or down on that name. Everyone deciding and having a voice in the appointment would reduce the authority of the Mayor.

Council Member Henney indicated Council had been collaborating on appointments, which was not advice and consent. Plane asked what Council wanted to do going forward. Council favored continuing with the collaboration between the Council and Mayor. Council Member Worel asked that the Library Board and a few other boards keep their current system for appointments.

Discuss Rossie Hill and Coalition View Court Project Scope:

John Robertson, City Engineer, reviewed the history of this project and noted there were several complaints on speeding and roadside parking in the area. The agreed solution was to narrow the road to induce traffic calming. A survey was distributed to the residents of the area and the majority of respondents were not in favor of narrowing the road. Staff did a speed study and did not see significant speeding on Rossie Hill.

Council Member Worel was happy there was good outreach and public input. Council Member Gerber asked if there would still be parking on the road if the street was not narrowed. Robertson stated "No Parking" signs would be put up so that shouldn't be an issue. Council Member Joyce noted signs were put on one side until construction started and drivers followed those signs. Council Member Gerber also asked about snow storage for that area. Robertson stated Public Works felt they could maintain service whether or not the road was narrowed. Council Member Henney asked what the speed limit was on that road, to which Robertson stated 25 mph. Council Member Henney suggested reducing the speed limit to 15 mph. Robertson stated if the speed was reduced without narrowing the road, it would not be effective. He noted a speed study would have to be done before a reduction could be considered.

Council Member Joyce stated staff and a majority of neighbors thought leaving the road width as it was currently was fine so he was supportive. Council agreed to remove the narrowing of the road from the scope of the project.

SPECIAL MEETING

I) ROLL CALL

Attendee Name	Status
Mayor Andy Beerman Council Member Max Doilney Council Member Becca Gerber	Present

Council Member Tim Henney Council Member Steve Joyce Council Member Nann Worel Matt Dias, City Manager Margaret Plane, City Attorney Michelle Kellogg, City Recorder	
None	Excused

II) RECOGNITION

1. Consideration to Approve Resolution 24-2021, a Resolution Acknowledging Karen Ovard's Retirement from Park City Municipal Corporation and Recognizing her Many Contributions in Providing Service to Park City:

Mindy Finlinson, Finance Director, presented this item and stated she and others in the audience were here to honor Karen Ovard as she would be retiring after more than 39 years working for Park City. She praised Ovard for her positive attitude and work ethic.

Mayor Beerman and the Council expressed appreciation for all Ovard did for the City. Matt Dias stated public service was all about people and Ovard would be very missed. Ovard stated working for Park City was a real pleasure.

Council Member Gerber moved to approve Resolution 24-2021, a resolution acknowledging Karen Ovard's retirement from Park City Municipal Corporation and recognizing her many contributions in providing service to Park City. Council Member Joyce seconded the motion.

RESULT: APPROVED

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

III) COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments:

Council Member Doilney stated an election just passed and he was happy to work with the ones leaving and would enjoy working with the ones coming in.

Council Member Henney indicated he was sad not to be reelected, but he felt fortunate to have served the community for the past eight years. One of the most important things was all the relationships he built with staff and community members.

Council Member Gerber stated housing was a hot topic in the City. She spoke with a realtor who said 10 homes came on the market last week. The homes for sale in the City had a median price of \$3.5 million. These numbers were brutal on the community.

1 She knew it would be hard to gain or keep workforce and thought the City had a
2 housing crisis. Council Member Joyce thought there was a nationwide housing crisis.

3
4 Council Member Worel asked if the City was planning a celebration for Veteran's Day.
5 Michelle Downard discussed partnering with the National Abilities Center for the Fields
6 of Flags at Miners' Hospital and coordinating speakers for that event. Dias stated word
7 would get out on social media.

8
9 Council Member Doilney noted it was National American Indian Heritage month. He
10 hoped the City could celebrate each month of the year for what it recognized. Dias
11 stated National American Indian Heritage month was honored in the different municipal
12 facilities.

13
14 Mayor Beerman congratulated Council Member Worel, Jeremy Rubell, and Tana Toly
15 on winning the election. He stated LivePC GivePC was this Friday and he hoped
16 everyone would donate to nonprofits.

17
18 **IV) PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON**
19 **THE AGENDA)**
20

21 Mayor Beerman opened the meeting for anyone who wished to comment or submit
22 comments to the Council on items not included on the agenda.

23
24 Jeff Camp stated he supported not narrowing the Rossie Hill Road, but he called staff
25 repeatedly to install the "No Parking" signs again, which were lying in the dirt. He also
26 noted nobody paid attention to the stop sign coming down hill. He suggested putting a
27 roundabout there. Mayor Beerman requested the signs be installed.

28
29 Laura Suesser eComment: "It's my understanding that during recent excavation at 1203
30 Park Ave, a natural spring was uncovered and the water flow is now being channeled
31 into the storm drain. I understand a natural spring behind the BPOE building on Main St
32 is being channeled in a similar manner. If it hasn't already, perhaps the City should
33 explore the possibility of channeling these natural springs (and any others) to Poison
34 Creek. Just an idea. Thanks."

35
36 Sean Kelleher, President of the Echo Spur HOA eComment: "I'd like to thank the City
37 staff for the tremendous outreach to the neighborhood regarding this project. It is greatly
38 appreciated! Two issues that has been created by the (understandable) delays in
39 getting this project completed: 1.) the delay has led to further maintenance issues in the
40 infrastructure around Rossie Hill: cracked sidewalks, old streetlamps that are out of date
41 and/or code (including Dark Sky issues), and other minor issues. This should be dealt
42 with as part of the greater Rossie Hill Drive project. 2.) The project also needs an

updated plan for mitigating the steep slope at the intersection of Rossie Hill Drive and Ontario Ave. (including landscaping). If the section of Rossie Hill Drive between Ontario and Echo Spur is to be lowered & flattened, some retaining walls are likely to be necessary. To get this project ready for Spring 2022 (I hope...), we'd like to work with the City to finalize these remaining issues. Thanks to all for their hard work on this!"

V) OLD BUSINESS

1. Park Silly Sunday Market (PSSM) Debrief:

Jenny Diersen, Special Events Manager, presented this item and displayed highlights of the 2021 season. She indicated Kate McChesney worked hard to make the event a success in uncertain times. She requested Council approve the dates in the 2022 contract. McChesney stated this was their 15th summer and she thanked Council for the partnership.

Council Member Gerber asked if there was outside advertising and noted attendance was up 19%. McChesney stated there was a little magazine ad, and the only other advertising was through social media.

Council Member Joyce indicated PSSM would not be held on August 7, 14 and 21 and asked if that was because of Arts Fest, Tour of Utah, and a day without an event, to which Diersen affirmed.

Council Member Gerber stated at one time, the Historic Park City Alliance (HPCA) didn't want vendors at the top of the street, but now she thought they were hoping for vendors at the top of Main. McChesney stated she was happy to communicate with HPCA about their concerns and desires. It was harder to nail down what they wanted versus what PSSM was willing to do.

Council Member Joyce indicated he and Council Member Henney were the liaisons for PSSM, and by the end of the season they could see there was not a lot of activation at the top of Main. He thought if car-free Sundays continued next year, there could be more activations that HPCA could control.

Mayor Beerman opened the meeting for public input.

Mary Holley eComment: "Most of my friend believe the silly market has had a good run and we want a town back. Couldn't we put it on the ballot."

Mayor Beerman closed the public input portion of the meeting.

Council Member Joyce stated he had no issues with the proposed dates for next year. He thought Council should make an effort to reduce the impact of events on the town,

1 and they should consider where this event fit with the other events. He also thought an
2 effort should be made to push the fee waivers to zero. Council Member Gerber noted
3 the fee waivers were reduced this year. Diersen clarified PSSM received \$60,000 in fee
4 waivers annually. The City also paid PSSM to manage the bollards. She noted the City
5 used to pay \$15,000 for sustainability measures and now it didn't pay for those efforts.

6
7 Mayor Beerman commented people loved it or hated it and he hoped McChesney could
8 be creative in how to adapt to the market and the community.

9
10 Council Member Doilney moved to approve Park Silly Sunday Market 2022 event dates
11 and the scheduling of a Council meeting date for negotiations for a future contract.
12 Council Member Worel seconded the motion.

13 **RESULT: APPROVED**

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

15
16 Council Member Joyce stressed the new contract discussion should include all events
17 and should be scheduled for January.

18
19 **2. Arts Festival Debrief:**

20 Jenny Diersen, Special Events Manager, Hilary Gillson, Festival Director, and Aldy
21 Milliken, Executive Director, Kimball Arts Center (KAC), were present for this item.
22 Diersen stated this event was canceled during the pandemic and a lot was done to bring
23 it back in 2021. The economic impact to the City was \$14 million. She displayed other
24 highlights from the event.

25
26 Milliken reviewed the benefits of art. He noted feedback from the Arts Festival was
27 overwhelmingly positive. Proceeds from the event helped KAC provide programs year-
28 round. Gillson stated the festival was a great success and they looked forward to
29 continuing the partnership with the City.

30
31 Council Member Joyce asked if managing tickets and the festival format would stay the
32 same or if it would change in the future. Milliken stated they were pleased with the
33 format and would continue with the mix of artists and charging for attendance. He noted
34 charging admission was a way to regulate attendance on Main Street. Council Member
35 Gerber liked the tracking system to know who was attending the festival.

36
37 Mayor Beerman opened the meeting for public input. No comments were given. Mayor
38 Beerman closed the public input portion of the meeting.

39
40 Diersen asked for direction on the contract negotiation timeline and using HPCA liaisons
41 Council Members Gerber and Joyce. Mayor Beerman stated February would be a
42 realistic timeline. Council Member Worel asked if they needed a timeline by March.

1 Diersen stated a decision needed to be made by the end of March. Council Member
2 Doilney suggested the liaisons could take the next couple months to develop the
3 concerns to be discussed next year. Mayor Beerman indicated the City was happy to
4 see Arts Fest again and it seemed like life was normal.

5
6 **3. Arts District Temporary Programming Update:**

7 Jenny Diersen, Special Events Manager, Jocelyn Scudder, Executive Director, Park
8 City Summit County Arts Council, and Kate McChesney, Executive Director, Park Silly
9 Sunday Market, were present for this item. Diersen stated the Arts District programming
10 during the past few months created connectivity with or without scheduled events. This
11 was not meant to be a big event and it was focused on local residents. The
12 programming supported local artists, musicians, dance groups, nonprofits, and food
13 trucks. She noted the site management cost came to \$130,000 which was below
14 \$149,000 budget. Some challenges encountered included finding local food trucks and
15 the early winter weather. She asked if Council was interested in winter programming,
16 winter events or parking at the site, and/or spring and summer programming.

17
18 Scudder stated art transformed the space and she thought programming would add
19 vibrancy to the area. She noted attendance grew throughout the summer and the
20 people attending the programming also patronized the local restaurants and businesses
21 within walking distance. She indicated the space had a real potential to become a viable
22 community gathering space. McChesney agreed and thought the programming created
23 friendships.

24
25 Council Member Worel asked for a breakout of how the budget was spent, to which
26 Diersen stated she could email that to the Council members. Council Member Gerber
27 stated she attended some of the programming and it harkened back to a former Park
28 City. She enjoyed the performances and thought this showed simple things could bring
29 connection. She hoped the food truck challenge could be worked out before spring. She
30 suggested a sandbox for the area and a site cleanup over the winter to remove nails,
31 etc. Council Member Doilney agreed and stated this was a comfortable space where
32 kids could play and experience art. He thought amazing things could happen on this
33 property. He felt winter programming would be difficult and supported the suggestion of
34 using the area as overflow parking during that time, then programming next spring.

35
36 Council Member Joyce thought it was a great spot. He was against programming or
37 events for the winter and supported programming again when the weather warmed up.
38 Council Member Gerber requested this item come back to Council for consideration if
39 there was an opportunity for winter programming. Council Member Henney thought the
40 programming was a great success and he agreed with Council Member Gerber that
41 future programming ideas should be presented to Council. Council Member Worel was
42 against winter programming. She hoped to see how the money was spent and then
43 evaluate if programming should come back in the spring.

1 Mayor Beerman summarized the site had a lot of potential. He thought potential uses
2 should be brought to Council for discussion. He requested that the programming budget
3 be discussed during the budget amendment item coming to Council on November 18th.
4

5 **VI) ADJOURNMENT**
6

7 With no further business, the meeting was adjourned.
8
9

10

Michelle Kellogg, City Recorder



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

November 11, 2021

The Council of Park City, Summit County, Utah, met in open meeting on November 11, 2021, at 4:15 p.m. in the City Council Chambers.

WORK SESSION

Discuss Downtown Business Improvement District and City Facilities Trash and Recycling Contract:

Jonathan Weidenhamer, Economic Development Manager, Luke Cartin, Environmental Sustainability Manager, and Matt Twombly, Project Manager, presented this item. Cartin reviewed that zero-waste was the City's initiative. Currently, the Historic Park City Alliance (HPCA) reported 25% waste diversion on shared containers. He indicated a waste characterization study was performed on the residential areas as well as restaurants and bars. They found 71% of trash was compostable. Cartin explained the City would continue its current trash service for the next year. In 2023, a zero-waste strategy would be developed and waste diversion would be increased each year.

Weidenhamer stated the City would renew the contract with Republic Services for trash and it would also contract with Momentum Recycling for waste diversion and glass. He noted the Main Street merchants would see an increase in their bills for trash and facilities. He also indicated both services requested exclusivity, and that language would be in the contract when it was brought to Council for approval.

Council Member Worel asked if another waste characterization study would be needed annually to determine the City's progress in waste diversion. Cartin stated progress could be determined by trash weight. Council Member Henney asked if there was concern contracting with Republic before the County locked in its contract. Cartin indicated the County awarded the residential trash contract to Republic. Council Member Henney noted Momentum Recycling would be displacing a provider that had a long history of serving Main Street. Weidenhamer stated keeping Dave Zinn, Good Earth Recycling, on the street was fine with both Republic and Momentum and he would likely continue providing the supplemental recycling service.

Council Member Joyce asked how this proposal fit with efforts made with the other business districts. He thought this was a good first step to hopefully expanding to the County. Cartin noted the resorts were invested in recycling efforts and the County was

1 having conversations on recycling. Mayor Beerman indicated the community wanted a
2 focus on zero-waste and he hoped compost pick up would follow shortly. Cartin noted
3 commercial areas were the major drivers of waste. Mayor Beerman asked what
4 direction the County was headed and noted they were discussing a new transfer station.
5 Cartin stated it was important to restart the conversation with the County. Mayor
6 Beerman asserted Recycle Utah was a strong resource and they were looking at
7 investing in the community with a new facility. It would be good to know how that would
8 fit in with the County's plan.

9
10 **Discuss Special Event Related Code Changes:**

11 Jonathan Weidenhamer, Jenny Diersen, and Rebecca Ward presented this item.
12 Weidenhamer reviewed the ordinance on storefront regulations and setbacks and
13 stated staff was clear on the details, but they would like to revise it to clarify certain
14 areas of the code. He indicated the chain ordinance did not apply to special event
15 permit holders, especially the Sundance vendors, but noted the vibrancy ordinance
16 applied to all storefronts.

17
18 Council Member Henney stated the chain ordinance was successful in giving access to
19 chains for special events and making it harder for the ambush companies to get access.
20 Weidenhamer agreed and asserted the vibrancy ordinance was very effective as well.
21 Mayor Beerman stated Airbnb was on Main Street and he asked if they might be able to
22 get around the City's code, to which Weidenhamer indicated he was not aware of their
23 intent.

24
25 Council Member Joyce was concerned about private clubs opening on Main Street and
26 noted that would affect the vibrancy. Council Member Gerber asked if the City had a list
27 of spaces that were in violation of the vibrancy ordinance that could be shared going
28 into Sundance. Weidenhamer indicated there were two buildings on Main Street that
29 were in violation. He also stated the clubs were part of the ordinance along with realtor
30 offices. Weidenhamer proposed amendments to the Vibrant Storefront code to prohibit
31 the temporary signs permit for storefronts that were not vibrant year-round.

32 Amendments would also be made to the Sign code to require businesses with approved
33 signs to maintain a current business license in order to keep the sign and require
34 owners to remove their signs if their business licenses expired. He also requested
35 consolidating parking permits during Sundance. The Council agreed to these changes.

36
37 **Public Art Update:**

38 Jenny Diersen, Public Art Advisory Board (PAAB) Liaison, presented this item. She
39 stated this was an annual review of the accomplishments of the board. She noted all the
40 public art had been inventoried and it showed what Park City was all about. Public art
41 on utility boxes was a success and the board wanted to continue with phase two of that
42 project by utilizing additional boxes. There was also art around crosswalks. The third

project was putting art on bus shelters. The board would be discussing major capital projects with the goal of implementing them in 2023.

Beth Armstrong, Board Member, stated it was a joy to serve on the board. Alex Butwinski, Board Member, indicated the projects reviewed were ambitious and they required resources. He knew Council had a strong commitment to art. The board would work on a timeline for these projects, but he hoped the capital project could take place in 2023.

Council Member Henney stated great progress had been made with public art over the years. People took it for granted, but it made an impact in people's lives. He wanted to see a written history of art in the City starting with bandit art, and talk about the people who started the art in this community.

Council Member Doilney indicated some of the athletic art around the county was faded and he requested the art be touched up. Diersen stated there was a section on Olympic era art in the art inventory. She talked to Bill Cranstover, local artist, and he related he would make a list of the sculptures that needed maintenance, and she would take that to the PAAB for discussion.

Council Member Worel stated she was the liaison to this board and she applauded the work and professionalism of the members. Council Member Gerber related she loved the intersection art. She thought before expanding art, the board should consider what was going in the Arts and Culture District. She noted there was not much from art bandits currently because many artists could not afford to live in the City. She wanted to make sure the City had housing for artists in the community. There was a huge Transient Room Tax (TRT) budget available when Council worked through other decisions.

Council Member Joyce liked the Arts District programming this summer and he preferred that scenario over building an Arts and Culture District. He asked that PAAB bring back a big project proposal and thought big buildings didn't have the same effect as public art.

Mayor Beerman complimented the board for installing art throughout town, on utility boxes, in tunnels, crosswalks, etc. He liked permanent art, but suggested some temporary art and opportunities for the community to engage with art.

REGULAR MEETING

I) ROLL CALL

Attendee Name	Status
---------------	--------

Mayor Andy Beerman Council Member Max Doilney Council Member Becca Gerber (via Zoom) Council Member Tim Henney Council Member Steve Joyce Council Member Nann Worel Matt Dias, City Manager Margaret Plane, City Attorney Michelle Kellogg, City Recorder	Present
None	Excused

II) RECOGNITION

1. Consideration to Approve Resolution 26-2021, a Resolution Proclaiming November 11, 2021, as a Day to Honor Veterans in Park City, Utah:

Michelle Downard, Resident Advocate, presented this item and stated the proposed resolution honored veterans who gave service to our country. She recognized some veterans working for the City, including Mike McComb, Asa Low, Nick Theiss, and Council Member Worel, who were in attendance at the meeting. She highlighted some things done to honor veterans, including the Field of Flags ceremony at Miners' Hospital and serving the veteran staff a hot breakfast. The veteran employees in attendance noted their appreciation for being recognized.

Council Member Gerber moved to approve Resolution 26-2021, a resolution proclaiming November 11, 2021, as a day to honor veterans in Park City, Utah. Council Member Worel seconded the motion.

RESULT: APPROVED

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

III) COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments:

Council Member Worel thanked Downard and staff for putting together a great Veterans' Day celebration. She noted she was working with the Transit team to find solutions to the Orange Line as a result of public feedback regarding the discontinued bus service on Royal Street during the winter. In 2019, ridership data showed only 1,000 riders went from Royal Street to Snow Park during the winter season. She indicated the team was looking for a resolution to this issue.

Council Member Doilney hoped there would be a successful winter. He also recognized Rick Brough for his success over the years on KPCW.

Council Member Joyce attended the Live PC Give PC event and felt it was a great success. He enjoyed the outside party. The National Ability Center hosted a Veterans' Day program and he stressed programs that supported veterans were essential. He also attended a meeting promoting the special service contracts.

Council Member Gerber indicated she tested positive for COVID, but had very few symptoms. She encouraged people to wear masks since some who contracted the virus were asymptomatic. She stated the outdoor ice rinks were great, and asked if the lights would be on until 10:00 p.m., noting children lived nearby and the lights and noise might be disruptive for families. Amanda Angevine, Ice Arena Manager, stated the lights were on a timer. People would lock the courts at 10:00 p.m., but that time could be changed. Mayor Beerman agreed an earlier time would be better for weeknights.

Mayor Beerman stated Sundance announced they would scale back their venues for the upcoming festival. He thought there could be a better way to envision the festival for future years. He also proposed a time for the Election Canvass. The Council decided to hold the canvass via Zoom on November 16th at 4:00 p.m.

Staff Communications Report:

1. Outdoor Ice Rinks:

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

Mayor Beerman opened the meeting for anyone who wished to comment or submit comments to the Council on items not included on the agenda.

Lynn Ware Peek, Community Engagement, honored Rick Brough as he was retiring tomorrow from KPCW. She related experiences that endeared so many in the community to Brough and indicated he had great integrity and dedication.

Myles Rademan, Leadership Director, stated Brough went on City tours for 25 years to interview attendees and host city representatives. Rademan bestowed the honor of City Tour Responsible Adult on Brough and invited him to continue to attend City Tours in future years.

Rick Brough stated he appreciated the kind words and indicated he would be attending the upcoming City Tour in the spring. He related some experiences he had over the years as he interacted with others in the City.

1 Nancy Dalaska eComment: "I just learned that bus service on Royal St. was
2 discontinued. My neighbors and I did not receive notification of service cancellation.
3 Service was also cancelled last summer without notice. Upper Deer Valley residents
4 were not included in this process. Residents should not hear about a major change like
5 this via word-of-mouth. We have been told: 1. One email stated that the winter service
6 was cancelled because of low ridership during the 2019-2020 winter. 2. Another email
7 said that a survey was conducted and that the results of that survey were the reason
8 our service was cancelled. We weren't aware of this survey. 3. We were told that there
9 were PSAs on KPCW. Over 85% of the owners do not live here full-time thus would not
10 be aware of these PSAs. 4. A survey isn't the same as public notice. Whether or not
11 notice is mandatory in this situation, respect for residents would dictate sending notice
12 to owners to include us in the conversation. The bus has been a lifeline for skiing,
13 dining, shopping, Sundance and generally staying out of our cars. Property owners who
14 have already rented their homes for the upcoming ski season made representations of
15 being on the bus line. Some notice for these owners before they made bookings would
16 have been courteous. Upper Deer Valley properties generate millions annually in
17 property taxes. With low primary residency, there is low usage of City or County
18 services. Transit is one that is used and valued. Without the bus, we are left with cars
19 which is contrary to the community goals for emissions, traffic and parking. Why was
20 this an all or nothing decision? There must be alternatives. Please include us in the
21 process so we can work together to find a solution that works for everyone. I
22 respectfully ask that, with the lack of notice and questionable process, service be
23 restored to give all parties the opportunity to voice their concerns and explore
24 alternatives. That would allow time to work on a solution that would serve the entire
25 community."

26
27 Mayor Beerman closed the public input portion of the meeting.

28
29 **V) CONSENT AGENDA**

30
31 **1. Request to Approve a Three-Year Contract with EMG Management to Manage**
32 **all City-owned, Employee Residential Units in an Amount Not to Exceed \$63,000**
33 **in a Form Approved by the City Attorney:**

34 Council Member Gerber asked if all the units were filled. Dias stated not all the Transit
35 units were filled today, but the units were a big incentive in attracting seasonal
36 employees. Rhoda Stauffer, Affordable Housing Specialist, stated Transit was ramping
37 up for the ski season so there were no numbers on occupancy rates at this time. There
38 were two empty affordable housing units. Council Member Gerber thought if there were
39 vacant Transit units after recruitment, the City might rent it to other seasonal employees
40 since there was a housing shortage. Stauffer stated staff was working on opening the
41 units for other staff.

42
43 Mayor Beerman opened the meeting for public input.

Andrea Barros via Zoom stated it was important to have the bus/micro bus go in both directions, and also provide transportation from Silver Lake to Snow Park to the Transit Center. She didn't go to events this summer because she didn't want to drive and had no way to get there.

Mayor Beerman closed the public input portion of the meeting.

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

RESULT: APPROVED

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

VI) OLD BUSINESS

1. Consideration to Adopt Resolution 25-2021, a Resolution Adopting the Urban Park District Master Plan with the Intent to Limit Zoning Changes, the Sale of and/or Material Changes to Four City Parks and the Park City Municipal Golf Course:

Tate Shaw, Assistant Recreation Director, reviewed the history of this item. He stated there were a couple changes since the code amendment was passed, and the changes were included in the new master plan for the Urban Park District. The master plan outlined the governance and oversight of the district and the procedure for land use change. He noted the master plan was congruent with the General Plan. Shaw noted the committee was supportive of this plan.

Mayor Beerman opened the public hearing.

Ed Parigian via Zoom thanked Council for considering this master plan and he thought it was a good compromise.

Mayor Beerman closed the public hearing.

Council Member Doilney noted the committee found solutions to every roadblock in this process and he commended them for their work.

Council Member Worel moved to adopt Resolution 25-2021, a resolution adopting the Urban Park District Master Plan with the intent to limit zoning changes, the sale of and/or material changes to four city parks and the Park City Municipal Golf Course. Council Member Joyce seconded the motion.

RESULT: APPROVED

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

2. Drop Load and Staging (DLS) Program Update:

Jenny Diersen, Special Events Manager, Johnny Wasden, Parking Manager, and Officer Casey Comer, presented this item. Diersen reviewed a lot of work was performed to address traffic circulation in Old Town. This program was for the ground transportation industry and vehicles that dropped off and picked up passengers. Last year the zones were consolidated, and she noted there were an estimated 36,000 drop offs in the DLS zones last year. Most stakeholders agreed the program was successful. Diersen stated the zones needed expansion and recommended a Bear Bench Zone. That recommendation was proposed to HPCA. They accepted that recommendation and also wanted to have a PC Live area drop off zone. The Police and Parking Departments recommended continuing this program. The Parking Department had concerns with cost recovery. There were three options for Council consideration: keep the program status quo as it was currently run, add a Bear Bench zone, and/or add a west side zone by PC Live. Diersen indicated staff was nervous that having a zone on the west side would result in increased traffic, especially in the Hillside area.

Officer Comer indicated the zones reduced the shuttle traffic and the associated complaints. Main Street merchants had grown to support the DLS zones. Wasden was worried about cost recovery for DLS zone enforcement. He hoped parking options would be clear for users and that he could maintain the current level of service.

Council Member Henney asked what route the shuttles were taking to get back to the hotels. Officer Comer stated many shuttle companies were using the Bob Wells Plaza, then using 5th and Main and they were also utilizing 7th Street. Council Member Henney asked if DLS zones were needed above the post office. Officer Comer stated there were no zones above the post office, but there was free pickup/drop off at the Brew Pub lot and they used that location. There was another free drop off spot just below Grappa and Uber/Lyft utilized that location a lot. Diersen stated there were two large zones on the east side and she showed the zones on a map. She noted there were cab drivers who parked in front of the PC Live area and that was one reason for the HPCA request for a west side DLS zone.

Council Member Gerber asked if the City could start off with heavy enforcement and then back off as the season progressed. Diersen stated the enforcement strategy increased with events and Kane Security was brought in for major events, but there was less enforcement when there were no events. She indicated as consistency was established, enforcement would decrease. Wasden felt a good system was in place to minimize the impact of essential enforcement. Having a constant presence in the DLS zones during peak times was the challenge.

1 Council Member Joyce felt the signage was confusing and asked if permanent signage
2 and painted curbs could be set up. Diersen stated since the zones were changing it was
3 hard to paint curbs, but staff was closer to having permanent locations. Council Member
4 Joyce encouraged staff to implement signage and paint.

5
6 Council Member Doilney struggled with Option Three because of the problem with
7 shuttles driving up Hillside Avenue. He favored Option Two.

8
9 Mayor Beerman opened the meeting for public input.

10
11 Tana Toly, HPCA, stated PC Live would be reopening as a large bar. There were a lot
12 of U-turns in that area and then people were dropped off on the east side and would
13 cross the street to enter the bar. She had also seen buses stop behind the post office
14 blocking traffic on Swede Alley.

15
16 Sam Rubin thanked Council Members Joyce and Henney, and Mayor Beerman for their
17 service and welcomed mayor-elect Council Member Worel. He was against the DLS
18 permit fee. He thought the DLS zones would decrease parking revenue and contracting
19 with Kane Security would increase costs. Sundance would be scaled down and he felt
20 this was a good year to pilot a car-free Main Street. He expressed frustration that the
21 opinions of the For-Hire transportation service operators were not heard.

22
23 Dave Davis, Empire Express, supported Option Two. He thought Option Three would be
24 the unofficial taxi stand so he thought Council should give it a try as well.

25
26 Mayor Beerman closed the public input portion of the meeting.

27
28 Council Member Worel only supported Option Two because of all the work and effort
29 spent to get traffic off Hillside. Council Member Doilney agreed. Council Member
30 Henney supported Option Two as well. He liked Option Three but didn't want to undo
31 the progress on Hillside. Diersen stated there were signs at Hillside and she suggested
32 the 4th Street intersection could be used to divert traffic. Council Member Joyce stated
33 the shuttles were the key to the City's transportation success. He would like to see a
34 circular street going up Swede Alley and down Main Street in the future. He thought if
35 HPCA supported DLS zones, the City should try Options Two and Three. He thought
36 outreach with Empire shuttles and lodging shuttles should be a priority to make it work.

37
38 Council Member Gerber stated the vehicles making U-turns were not the DLS vehicles.
39 She also agreed crossing the street to the bar was a safety hazard and favored Options
40 Two and Three or Option Two and installing a crosswalk in the PC Live area.

41
42 Council Member Worel liked Diersen's idea of using 4th Street and asked how feasible it
43 would be to direct traffic down that narrow street. Officer Comer stated the shuttles

1 would have a hard time since the street was narrow, but the Ubers and single vehicles
2 could be directed down that street. He thought it might be worth trying.

3
4 Council Member Doilney thought there could be a creative way to highlight crosswalks
5 and asked if there were incidents of people interacting with vehicles. Officer Comer
6 indicated there were only two incidents he was aware of. Council Member Joyce stated
7 people crossing the street caused traffic backups.

8
9 Mayor Beerman asked if U-turns could be prohibited on Main Street. Office Comer
10 stated drivers making U-turns would be pulled over.

11
12 Council Member Worel favored Option Two and a modified Option Three with the turn
13 on 4th Street. Diersen stated staff would try Option Three with directing vehicles down
14 4th Street for a month. Council Member Doilney favored the pilot program. The Council
15 agreed to proceed with Options Two and Three.

16 17 **VII) NEW BUSINESS**

18 19 **1. Discuss Potential Live Park City Lite Deed Restriction Program:**

20 Elyse Kats, Affordable Housing Department, presented this item and stated this
21 program would incentivize new and existing residents to place deed restrictions on their
22 property in exchange for a cash payment from the City. She indicated the properties
23 had to have full-time residents as occupants of the units, meaning they worked 30 hours
24 per week in the City, retirees who worked in the City for two years prior to retirement, or
25 remote workers who had lived in the City fulltime for a minimum of five years

26
27 Kats stated staff looked at the programs Vail and Breckenridge, Colorado implemented.
28 Local realtors estimated the cash would need to equal 20% of the home's value to
29 incentivize property owners. She recommended an advisory committee be created to
30 negotiate the deed restriction purchases with approval by the City Manager. Staff
31 proposed to allocate \$1,000,000 from the Affordable Housing fund to implement this
32 program.

33
34 Mayor Beerman opened the meeting for public input. No comments were given. Mayor
35 Beerman closed the public input portion of the meeting.

36
37 Council Member Joyce stated originally this was for long-term residents, but this
38 program wouldn't work for retirees because of the work requirement. He had other
39 concerns as well, such as the status for long-term residents who worked in Salt Lake
40 City. He asked if the City had to approve the buyers when the deed restricted homes
41 were sold.

1 Council Member Worel asked if the deed restriction went with the land, to which Kats
2 affirmed. Council Member Worel asked if additional staff would be needed to manage
3 this program. Kats stated approximately 10 applications would be approved with the
4 allocated funds. This was a pilot program so the workload would be evaluated, but she
5 didn't think additional staff was needed. She also noted the other communities that
6 implemented the program didn't see problems with workforce. An example was an
7 employer would buy a unit and rent it to employees long-term. Regarding the question
8 of someone with a deed restriction on their home getting a job in Salt Lake City, the City
9 would not require them to leave the unit.

10
11 Council Member Doilney asked if the restriction could be removed if it was put on
12 properties and subsequently a group of people was alienated. Mayor Beerman stated
13 the goal was to keep people in homes long-term. He thought the criteria was too
14 narrow.

15
16 Council Member Gerber stated having more restrictions on places didn't always benefit
17 the intent of the program. She didn't think there would be a lot of interest, which was
18 one reason to make the program broader. If there were multiple applicants, there could
19 be a ranking based on local workforce or years worked in the community.

20
21 Mayor Beerman stated local realtors thought the City was special, but he didn't know
22 why Park City was more special than Vail, which paid 16%-17% of the unit's value. Kats
23 stated the advisory committee would be able to determine the value of the cash
24 incentive as they negotiated with the owner. Council Member Gerber thought the
25 program started in Vail, with them offering a lower percentage cash incentive and very
26 quickly it was increased.

27
28 Council Member Doilney clarified a real estate broker would not be part of the
29 negotiations and would not receive a commission. Council Member Gerber suggested
30 starting the program and then loosening the requirements if necessary. She noted
31 Breckenridge took the program one step further by buying properties, putting deed
32 restrictions on them, and then selling them. She also hoped to have a future
33 conversation on ski era housing for lite deed restrictions and historic preservation. Kats
34 stated there were several programs, but this was the first one staff wanted to try.

35
36 Council Member Joyce stated programs could be put in place to target different groups.
37 He asked what group should be targeted, to which most of Council wanted the target
38 group as long-term residents. Council Member Gerber was fine with prioritizing long-
39 term residents, but if there wasn't the anticipated interest, consideration should be given
40 to workforce. Jason Glidden, Housing Manager, stated after the first Council discussion
41 on this program, staff expanded it to include giving employers the opportunity to buy
42 housing for their workforce, as well as loosening requirements for retirees. Council
43 Member Joyce stated Council didn't want the workforce restriction in the criteria.

1 Glidden indicated staff tried to define retirees for the program's purpose. He asked if the
2 long-term resident requirement included renters. Council agreed the program should
3 include long-term renters.

4
5 Council Member Joyce liked Council Member Gerber's suggestion of prioritizing
6 applications for this program. Glidden stressed this was a negotiation so less could be
7 offered for smaller spaces, or other considerations.

8
9 Mayor Beerman asked if the advisory committee could follow the direction of Council or
10 were there fair housing restrictions that the City needed to comply with. Margaret Plane
11 stated she would consult with Mark Harrington on those requirements.

12
13 **VIII) ADJOURNMENT**

14
15 With no further business, the meeting was adjourned.

16
17
18

Michelle Kellogg, City Recorder



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

November 16, 2021

The Council of Park City, Summit County, Utah, met virtually in open meeting on November 16, 2021, at 4:00 p.m. in the City Council Chambers.

SPECIAL MEETING

I) ROLL CALL

Attendee Name	Status
Mayor Pro Tempore Max Doilney – in person Council Member Becca Gerber Council Member Tim Henney Council Member Steve Joyce Council Member Nann Worel Matt Dias, City Manager Margaret Plane, City Attorney Michelle Kellogg, City Recorder	Present via Zoom
Mayor Andy Beerman	Excused

II) BOARD OF CANVASSERS

1. Consideration to Adopt Resolution 27-2021, a Resolution of the Board of Canvassers Certifying the Official Canvassers' Report from the November 2, 2021, Municipal General Election for Park City, Utah:

Michelle Kellogg, Election Official, presented this item and indicated the official election report was emailed to the board members along with the updated resolution. Nann Worel was elected as mayor, and Tana Toly and Jeremy Rubell were elected as Council members. In response to a question emailed prior to this meeting, Kellogg explained the percentages next to the votes were based on the number of votes each candidate received divided by the total number of votes cast. She also reviewed reasons for ballots being rejected, including being received after the deadline, the signature did not match the voter's registration signature, or the ballot envelopes were not signed.

1 Board Member Joyce asked if any attempt was made to contact voters who had
2 signature issues. Kellogg stated the County Clerk would call the voter as well as mail
3 them a letter, notifying them to come into the office within seven days of the election to
4 prove their identity. Council Member Worel asked if the voters had to go to the County
5 Clerk's office in person, to which Kellogg affirmed.

6
7 Board Member Joyce moved to adopt Resolution 27-2021, a resolution of the Board of
8 Canvassers certifying the Official Canvassers' Report from the November 2, 2021,
9 Municipal General Election for Park City, Utah. Board Member Gerber seconded the
10 motion.

11 **RESULT: APPROVED**

12 **AYES:** Board Members Doilney, Gerber, Henney, Joyce, and Worel

13
14 **III) ADJOURNMENT**

15
16 With no further business, the meeting was adjourned.

17
18
19 _____
Michelle Kellogg, City Recorder

Council Agenda Item Report

Meeting Date: December 9, 2021

Submitted by: Penny Frates

Submitting Department: Budget, Debt & Grants

Item Type: Ordinance

Agenda Section:

Subject:

Request to Approve Ordinance 2021-48, an Ordinance Establishing Compensation for the Mayor, City Council, and Statutory Officers for Fiscal Year 2021-2022 in Park City, Utah

Suggested Action:

Attachments:

[Compensation Ordinance Staff Report](#)

[Exhibit A: Compensation Ordinance](#)



City Council Staff Report

Subject: Elective and Statutory Officer Compensation

Author: Jed Briggs and Penny Frates

Department: Budget, Debt, and Grants

Date: December 09, 2021

Type of Item: Informational/Legislative

Recommendation

Approve the Elective and Statutory Officer Compensation ordinance, which is necessary to reflect full implementation of the FY22 Pay Plan.

Background

Under code [10-3-818](#), elective and statutory officers of municipalities shall receive compensation for their services, set by an ordinance adopted after a public hearing. Under law, payment for these positions is handled separately from most administrative functions within a municipality.

On June 17, staff presented Council with the [FY22 Operating Budget](#) and the [FY22 Elective and Statutory Officer Compensation](#) ordinance. Initially, a multi-year Pay Plan implementation strategy was proposed as part of the FY22 Operating Budget. It received overwhelming support from Council after reviewing the market analysis conducted by Mercer Group and the Blue Ribbon Commission. Given the challenges facing PCMC with regard to recruitment and retention, Council opted instead to implement the full Pay Plan recommendation by Mercer for FY22 instead of a multi-year phasing strategy.

On June 24, the final FY22 Budget was presented for adoption. Staff proposed returning to Council in the Fall to finalize the remaining portions of the Pay Plan after year-end revenues were realized. After consideration of higher than projected revenue and the need to combat the 22% turnover rate and numerous unfilled vacancies, Council authorized the full Pay Plan immediately.

Therefore, the FY22 Adopted Budget must include a revised formal Compensation Ordinance to match the updated salary ranges for statutory positions. All other positions are handled administratively and do not require a formal ordinance.

Exhibits

A – Updated FY22 Compensation Ordinance

Ordinance No. 2021-48

**ORDINANCE ESTABLISHING COMPENSATION FOR THE MAYOR, CITY COUNCIL,
AND STATUTORY OFFICERS FOR FISCAL YEAR 2021 – 2022
IN PARK CITY, UTAH**

WHEREAS, the City Council has the power to establish compensation schedules pursuant to UCA Section 10-3-818; and

WHEREAS, the number of duties for the Mayor and City Council is significant and each elected officer is required to devote considerable time and expense to public service and community affairs; and

WHEREAS, a public hearing was duly advertised and held on June 17, 2021 and after the hearing, on June 24, 2021, the City Council adopted a revised budget which included Pay Plan changes to the statutory officer pay ranges;

WHEREAS, the amended compensation schedules approved with the final budget are set out herein for ratification.

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

SECTION 1. REPEALER: All previous compensation ordinances regarding elected and statutory officers hereby are repealed.

SECTION 2. COMPENSATION FOR MAYOR, CITY COUNCIL, AND STATUTORY OFFICERS ADOPTED: The following salary levels are hereby adopted:

	<u>FY 2021-2022</u>
Mayor	
Wages	\$45,366.72 per year
Health Benefits (or cash in lieu)	\$21,522.48 per year
Car Allowance	\$3,000.00 per year
Total	\$69,889.20 per year
City Council	
Wages	\$23,435.04 per year
Health Benefits (or cash in lieu)	\$21,522.48 per year
Total	\$44,957.52 per year
City Manager	\$137,000 - \$174,991 per year
City Attorney	\$163,404 - \$205,120 per year
City Treasurer	\$64,000 - \$95,649 per year
City Engineer	\$124,086 - \$144,784 per year
City Recorder	\$79,039 - \$96,067 per year

SECTION 3. BENEFITS: The Mayor and each member of the City Council shall receive family medical insurance. This benefit may be received as cash in lieu of the insurance coverage in the amount of \$21,522.48. The Mayor shall also receive \$250 per month in car allowance. In addition, the Mayor and Mayor Pro-Tem. shall receive \$100 per wedding performed. Statutory officers are eligible for all benefits available to regular Full-Time Equivalents unless otherwise determined by the Mayor and City Council.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be effective August 19, 2021.

PASSED AND ADOPTED this 9th day of Decmber, 2021.

PARK CITY MUNICIPAL CORPORATION

Mayor Andy Beerman

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

City Attorney's Office

Council Agenda Item Report

Meeting Date: December 9, 2021

Submitted by: John Robertson

Submitting Department: Engineering

Item Type: Staff Report

Agenda Section:

Subject:

Request to Authorize the City Manager to Execute Amendment No. 1 to the Design Professional Services Agreement with Horrocks Engineers, Inc. for the Homestake and Munchkin Roadway Improvements Design in a Form Approved by the City Attorney, Not to Exceed \$22,949.00, for a Total Amount Not to Exceed \$192,146.00, and Extend the Termination Date of the Contract to December 31, 2022

Suggested Action:

Attachments:

[Homestake and Munchkin Roadway Contract Amendment Staff Report](#)

[Exhibit A: Horrocks Executed Service Agreement](#)

[Exhibit B: Horrocks Scope and Fee Amendment 1](#)

[Exhibit C: Draft Horrocks Amendment 1](#)

City Council Staff Report



Subject: Homestake & Munchkin Roadway Improvements Design
Consultant Contract Amendment No. 1
Author: John Robertson, PE, City Engineer
Department: Engineering
Date: December 9, 2021
Type of Item: Consent

Recommendation

Authorize the City Manager to execute a contract amendment to the Design Professional Services Agreement with Horrocks Engineers, Inc. (Consultant), in a form approved by the City Attorney, not to exceed \$22,949.00 and extend the termination date of the contract to December 31, 2022.

Executive Summary

The Consultant entered into a design professional agreement with the City to provide professional consultant services to design roadway improvements and extend Munchkin Avenue to connect to Homestake Avenue in July of 2018. At the time, this effort was a result of citywide discussions centered around several projects occurring in the Bonanza Park area specifically, the parcels included within the area of a proposed arts and culture district and City owned parcel APN Yard-B-1AM-X proposed for affordable housing.

Over the last few years the City has shifted the priority of roadway improvements in this area to Homestake Avenue due to uncertainty of the timing for the relocation of Recycle Utah (Center) and the need to complete water infrastructure improvements to improve service to this section of town including the proposed affordable housing parcel. Additionally, the city is looking to improve active transportation within this area and making important trail and sidewalk connections to the east and north of this district. Due to these shifting priorities and reevaluation of needed upgrades it was determined to shift the scope of work from completing the extension and reconstruction of Munchkin Avenue to Homestake Avenue. The total contract cost will be increased by \$22,949.00 for a total contract amount of \$192,146.00.

Background

- February 12, 2018 – City Staff issues a Request for Qualifications (RFQ) for engineering design services for improvement and extension of Munchkin Road.
- March 2018 – Selection committee evaluated three (3) submitted RFQ's and unanimously selected Horrocks Engineers to perform requested services.
- May 3, 2018 – City Council approves a Design Professional Services agreement in the amount of \$169,197.00.

- July 9, 2018 – Design professional services agreement is executed.

Analysis

The RFQ was issued February of 2018 with the intent to design and construct or extend the Munchkin roadway and other utility improvements as early as spring of 2019. At the time the contract was approved it was noted that the relocation of the Center could potentially impact this timeline. Since that time, several locations for the Center have been considered but not finalized. Due to these uncertainties and continued discussions surrounding the proposed arts and culture district parcels as well as the affordable housing project on parcel APN Yard-B-1AM-X moving forward and the need to improve water infrastructure in the area, it was determined that moving the scope of work to Homestake Road was required. Additionally, the need to improve active transportation within this area of town was discussed and with the shifting of priorities from Munchkin to Homestake the opportunity to make a key connection from SR 224 to SR 248 via active transportation means was recognized.

Department Review

This staff report has been reviewed by the City Manager, Community Development, Budget and the Attorney's Office. The contract amendment is subject to review and approval by the City Attorney's office.

Funding Source

The roadway portion of the project is fully funded from various bond proceeds and all water line upgrades are funded using Water capital funds.

Attachments

- A: Horrocks Executed Professional Service Agreement
- B: Horrocks Scope and Fee Amendment No. 1
- C: Draft Horrocks Amendment No. 1

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this 9 day of July, 2018, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and HORROCKS ENGINEERS, INC., a Utah corporation, ("Design Professional"), collectively, the City and the Design Professional are referred to as (the "Parties)."

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

The Design Professional shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance of Engineering Design Services for Improvement and Extension of Munchkin Road, as identified and designated as Design Professional responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed One Hundred Sixty Nine Thousand, One Hundred Ninety Seven Dollars (\$169,197.00).

The City has designated Matthew Hartnett, Associate Transportation Planner, or his designee as City's Representative, who shall have authority to act in the City's behalf with respect to this Agreement consistent with the budget contract policy.

2. TERM.

No work shall occur prior to the issuance of a Notice to Proceed which cannot occur until execution of this Agreement, which execution date shall be

commencement of the term and the term shall terminate on October 15, 2019, or earlier, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

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

4. RECORDS AND INSPECTIONS.

- A. The Design Professional shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not limited to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement.
- B. The Design Professional shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

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

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

- A. The Parties intend that an independent Design Professional/City relationship will be created by this Agreement. No agent, employee, or representative of the Design Professional shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Design Professional are not entitled to any of the benefits the City provides for its employees. The Design Professional will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

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

6. DESIGN PROFESSIONAL EMPLOYEE/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION AND ATTORNEY FEES.

- A. The Design Professional shall indemnify and hold the City and its agents, employees, and officers, harmless from any and all liability for damages, including claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to (1) the Design Professional's breach of contract, negligence, recklessness, or intentional misconduct; or (2) the Design Professional's subconsultant's or subcontractor's negligence.
- B. The Design Professional shall also reimburse the City, including its agents, employees, and officers, and any other person for attorney fees or other costs incurred by the person in defending against a claim alleging liability for damages to the extent the attorney fees or costs were incurred due to (1) the Design Professional's breach of contract, negligence, recklessness, or intentional misconduct; or (2) the Design Professional's subconsultant's or subcontractor's negligence.
- C. If such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable to the extent of the Design Professional's breach of contract, negligence, recklessness, or intentional misconduct; or the Design Professional's subconsultant's or subcontractor's negligence.
- D. The Design Professional expressly agrees that the indemnification provided herein constitutes the Design Professional's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Design Professional claims or recovers compensation from the City for a loss or injury that Design Professional would be obligated to indemnify the City for

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

under this Agreement. This limited waiver has been mutually negotiated by the Parties, and is expressly made effective only for the purposes of this Agreement.

- E. Further, nothing herein shall require the Design Professional to hold harmless, defend, or reimburse the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers.
- F. The Design Professional is required to maintain and to provide a standard of care consistent with other design professionals with the same or similar professional license, who normally provide projects, work, and/or services as is established in this Agreement in Park City, Utah. Accordingly, if the nature of the project, work, and/or services established in this Agreement requires specialized design expertise, the Design Professional is required to provide services consistent with the specialized design expertise established in this Agreement.
- G. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.
- H. The provisions of this section shall survive the expiration or termination of this Agreement.

8. INSURANCE.

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

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

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

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

- B. Automobile Liability insurance with limits no less than Two Million Dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) insurance with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. If written on a claims-made basis, the Design Professional warrants that the retroactive date applicable to coverage precedes the effective date of this agreement; and that continuous coverage will be maintained for an extended reporting period and tail coverage will be purchased for a period of at least three (3) years beginning from the time that work under this agreement is complete.
- D. Workers Compensation insurance limits written as follows:
Bodily Injury by Accident Five Hundred Thousand Dollars (\$500,000) each accident; Bodily Injury by Disease Five Hundred Thousand Dollars (\$500,000) each employee, Five Hundred Thousand Dollar (\$500,000) policy limit.
- E. The City shall be named as an additional insured on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Design Professional and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. Should any of the above described policies be cancelled before the expiration date thereof, Design Professional shall deliver notice to the City within thirty (30) days of cancellation. The City reserves the right to request certified copies of any required policies.
- F. The Design Professional's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS AND WARRANTIES.

- A. The Design Professional, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

standards or criteria as described in this Agreement to assure quality of services.

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

11. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, Design Professional will not discriminate against any qualified person in matters of compensation and other terms, privileges, and conditions of employment because of: race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions. Design Professional shall take such action with respect to this Agreement as may be required to ensure full compliance with local, State and federal laws prohibiting discrimination in employment.
- C. Design Professional will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

information, sexual orientation, gender identity, or protected expressions.

- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Design Professional shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. ASSIGNMENTS/SUBCONTRACTING.

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

13. CHANGES.

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

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

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

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

15. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

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

16. TERMINATION.

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

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Design Professional setting forth the manner in which the Design Professional is in default. The Design Professional will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

17. NOTICE.

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

18. ATTORNEYS FEES AND COSTS.

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

18. JURISDICTION AND VENUE.

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

19. SEVERABILITY AND NON-WAIVER.

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

- B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.
- C. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

20. ENTIRE AGREEMENT.

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

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

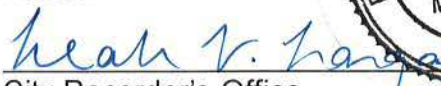
PARK CITY MUNICIPAL CORPORATION

445 Marsac Avenue
Post Office Box 1480
Park City, UT 84060-1480

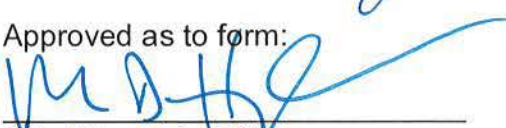



Diane Foster, City Manager

Attest:


Leah V. Lange
City Recorder's Office

Approved as to form:


City Attorney's Office

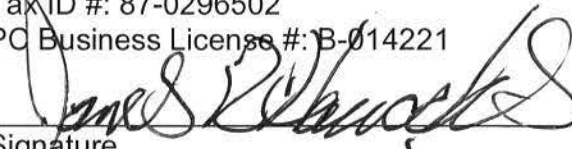
Professional Service Agreement (Design Professional)

Revised 05.08.2018

**PARK CITY MUNICIPAL CORPORATION
DESIGN PROFESSIONAL SERVICES AGREEMENT**

**HORROCKS ENGINEERS, INC., a Utah
corporation**
2162 W Grove Pkwy
STE 400
Pleasant Grove, UT 84062

Tax ID #: 87-0296502
PC Business License #: B-014221

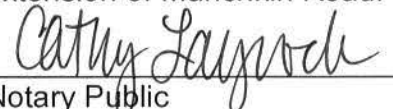

Signature

James R Horrocks
Printed name

CEO
Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this 21st day of June, ²⁰¹⁹~~2018~~, Jim Horrocks personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is the President of Horrocks Engineers, Inc., a Utah corporation, and that said document was signed by him on behalf of said corporation by authority of its Bylaws, or Resolution of its Board of Directors, and he acknowledged to me that he executed the Design Professional Service Agreement for engineering design services for improvement and extension of Munchkin Road.


Notary Public



**PARK CITY MUNICIPAL CORPORATION
DESIGN PROFESSIONAL SERVICES AGREEMENT**

EXHIBIT "A"

SCOPE OF SERVICES

Attached: Scope of Work and itemized Fee Schedule by task and description of project location.

Munchkin Road Improvements

Projected Manhours and Costs



Task & Description	Total Cost	Total Hours
Task 1 - Scoping Stage	\$ 13,243	85
1. Project Kick-off / Internal staff meeting		
2. Review current I.D.A.R. survey and provide & incorporate additional survey needs		
3. Assess ROW and existing easements & coordinate w/ Park City		
4. Review ROW encroachment ROW takes / Easement needs with Property Owners		
5. Conduct alternatives analysis for Pedestrian crossing & below grade options - final report/recommendation		
6. Provide alternate designs of Munchkin with respective cross-sections for review and selection		
7. Create matrix of Pro-Con evaluation		
8. Public Involvement (Initial Public Meeting, establish database, public input, notification system development)		
	Task Subtotal Hours	
	Task Subtotal Cost	
Task 2 - Preliminary Engineering	\$ 26,577	210
1. Create property ownership exhibit with contacts (Title reports obtained and evaluated)		
2. Assess and design drainage		
3. Assess/coordinate future utility needs		
4. Utility provider review and coordination		
5. Coordinate project impacts with property owners		
6. Environmental / Geotechnical Review (groundwater, soil quality) Soil Ordinance Evaluation		
7. Geotechnical / Groundwater Evaluation - SOIL ORDINANCE Mitigation Design		
8. Hydrology / Storm Report - City Stormwater Management Plan review and compliance		
9. Complete Street Policy Review and Implementation		
10. Traffic calming design alternative analysis		
11. 30% Roadway design with engineers cost estimate, utility design and corresponding coordination		
12. 60% Roadway design with engineers cost estimate, utility design and corresponding coordination		
13. Construction impact mitigation design		
14. ISI Emission Rating System evaluation		
15. Present design to PCMC, property owners, and public		
16. Provide documentation to Park City Dept for O&M cost evaluation including but not limited: R&R, snow removal, power, & landscape		
17. Franchise utility redesign - coordination with PCMC and UH Co's		
18. Survey along Homestead Road and intersection of Kearns/Homestead & Kearns/Woodbine		
19. Preliminary design of sidewalk/path along Homestead Road from Munchkin to Kearns (evaluate future Homestead Cross section for placement)		
20. Preliminary design of storm drain in Woodbine and drainways at Woodbine and Kearns		
21. Evaluation of future needs of Park City development projects (address future needs and include stubs, connection etc to adjacent property)		
22. Evaluate and procure		
23. Other improvements are not anticipated with this fee (Extensive SHWRD sewer design, design of waterlines, design outside of RFP)		
	Task Subtotal Hours	
	Task Subtotal Cost	
Task 3 - Final Engineering Plan-in-Hand Stage	\$ 28,542	260
1. Present prioritized design options & incorporate chosen alternate		
2. Assess/coordinate utility needs for future projects (Water, Sewer, Gas, IIP Gas, Storm, Fiber, Comcast, Cable Co's, Phone Co's)		
3. Project review meeting (60%) with PCMC staff		
4. Project review meetings (100%) with PCMC and utility staff (4)		
5. Incorporate final design of Homestead Sidewalk/Path and Woodbine storm drain		
6. Develop timeline for final submittal/approval and Construction Schedule		
7. Finalize concept and provide engineers estimate		
8. Prepare Minimum traffic control requirements		
9. Prepare SWPPP and UH/US Permit		
10. Public Involvement (Public open house meeting to present final design and schedule)		
11. Permit Applications through PCMC. (3 Meetings with agencies) (Contractor to put ROW Permit with Park City, Horrocks to work with Park City in		
12. Issuance (as needed) of Planning, Building, Engineering and DEQ Permits as required)		
13. Identify staging areas and traffic control		
	Task Subtotal Hours	
	Task Subtotal Cost	
Task 4 - PS&E Stage	\$ 9,573	87
1. Incorporate design review comments (incl. 2 meetings)		
2. Utility and property ownership coord., prepare easement docs - work with PCMC to obtain sign & record		
3. Prepare bid documents (incl. final const. drawings and specifications)		
7. Review final plans with PCMC		
8. Attend City Council meeting (final design)		
	Task Subtotal Hours	
	Task Subtotal Cost	
Task 5 - Advertising Stage / Construction Bidding Support	\$ 7,924	76
1. Provide electronic copies of contract documents		
2. Advertise for bidding per PCMC policy (deliver narrative to all requested publications)		
3. Conduct pre-bid meeting		
4. Answer questions and issues addendums as needed (by Engineer of Record)		
5. Conduct bid opening per PCMC policy		
6. Evaluate bid and prepare summary and recommendation		
7. Public Involvement (Notification of final design / schedule)		
8. Provide conform or consultation drawings for contractor		
	Task Subtotal Hours	
	Task Subtotal Cost	
Task 6 - Post Advertising / Construction Support	\$ 59,346	566
1. Conduct pre-construction conference		
2. Provide construction administration through Park City requirements (MSE, WBE or Prevailing Wages are not anticipated)		
3. Public Involvement (Public meeting, notifications of significant dates, public input/response)		
4. Provide full time on-site construction inspection/observation and coord. (anticipated 3 month construction period - 336 Inspection Hours)		
5. Provide weekly written project reports		
6. Conduct weekly on-site coordination meetings		
7. Coord. on-site changes with construction documents		
8. Coordinate testing with contractor (Contractor to be responsible for 3rd Party testing)		
9. Provide project closeout coord. and documentation		
10. Provide post construction coord. and documentation (as-built)		
	Task Subtotal Hours	
	Task Subtotal Cost	
Task 7 - Contingency & Time and Materials (T&M)	\$ 20,000	-
Items are only to be charged upon Park City Review and Approval - Possible Items Below		
1. Subsurface Utility Potheole		
2. GPR subsurface utility locate		
3. Material Testing (Asphalt, Concrete, Soil, XRF, TCLP, Compaction) - scope and fee to be provided upon request		
4. GIS Services as requested		
5. Construction Survey (This contract to provide control and base files)		
6. Landscape Architecture (no landscape areas anticipated)		
7. Irrigation Design (no landscape areas anticipated)		
8. Environmental mitigation of Recycle Center (treatment)		
9. Coordination of joint construction projects with other departments or franchise companies		
10. Additional Survey, Easements, Right of Way Adjustments, Records of Survey		
	Task Subtotal Hours	
	Task Subtotal Cost	
Sub consultant / Contract	-	-
1. Cohardt Code Geotechnical		
2. Alliance Engineering		
	Task Subtotal Hours	
	Task Subtotal Cost	
Total Labor	\$ 165,205	1,284
Direct Costs:		
Mileage (4,000 miles @ \$0.62/mi) (Only billed as used - Construction inspection mileage covered under Task 6)	\$ 2,480	
Printing (Estimated)	\$ 1,512	
TOTAL DIRECT COSTS	\$ 3,992	
PROJECT TOTAL:	\$ 169,197	

Note: Easements and ROW adjustments can be incorporated into Task 7 Contingency based on direction from City.

**PARK CITY MUNICIPAL CORPORATION
DESIGN PROFESSIONAL SERVICES AGREEMENT**

EXHIBIT "B"

PAYMENT SCHEDULE FOR "EXTRA" WORK

Attached: Horrocks Engineers, Inc. Fee Schedule for Extra Work.

HORROCKS

ENGINEERS

FEE SCHEDULE

	Hourly Billed Rate
<u>Engineers</u>	
Sr. Principal Engineer II	\$218.00
Sr. Principal Engineer	\$192.00
Principal Engineer II	\$175.00
Principal Engineer	\$153.00
Sr. Associate Engineer III, P.E.	\$204.00
Sr. Associate Engineer II, P.E.	\$169.00
Sr. Associate Engineer, P.E.	\$153.00
Associate Engineer, P.E.	\$137.00
Sr. Engineer IV, P.E.	\$214.00
Sr. Engineer III, P.E.	\$184.00
Sr. Engineer II, P.E.	\$165.00
Sr. Engineer, P.E.	\$146.00
Engineer II, P.E.	\$127.00
Engineer, P.E.	\$110.00
Engineer-In-Training II	\$100.00
Engineer-In-Training	\$80.00
<u>Other Professionals and Technicians</u>	
Sr. Principal Planner	\$198.00
Sr. Planner	\$110.00
Planner II	\$96.00
Planner	\$80.00
Sr. Environmental Specialist II	\$203.00
Sr. Environmental Specialist	\$150.00
Environmental Specialist II	\$115.00
Environmental Specialist	\$80.00
Sr. Communication Specialist II	\$172.00
Sr. Communication Specialist	\$113.00
Communication Specialist II	\$90.00
Communication Specialist	\$63.00
Sr. Design Technician II	\$127.00
Sr. Design Technician	\$107.00
Design Technician II	\$83.00
Design Technician	\$60.00
Sr. CAD Technician	\$90.00
CAD Technician	\$70.00
GIS Programmer/Sr. Analyst	\$130.00
Sr. GIS Analyst	\$100.00
GIS Analyst	\$77.00
Sr. Field Technician III	\$127.00
Sr. Field Technician II	\$112.00
Sr. Field Technician	\$90.00
Field Technician II	\$76.00
Field Technician	\$62.00
Jr. Field Technician	\$44.00
Vacuum Truck/Camera Technician	\$56.00
<u>Surveyors and Technicians</u>	
Sr. Licensed Surveyor II	\$158.00
Sr. Licensed Surveyor	\$135.00
Licensed Surveyor	\$101.00
Sr. Surveyor/ROW Technician	\$86.00
Surveyor/ROW Technician	\$73.00
Sr. ROW Acquisition Technician	\$168.00
ROW Acquisition Technician II	\$114.00
ROW Acquisition Technician	\$80.00
<u>Support Staff</u>	
Administrative Assistant II	\$72.00
Administrative Assistant	\$54.00
<u>Equipment</u>	
Global Positioning System	\$16.70 / hour
HDS 3D Scanner	\$50.00 / hour
Vacuum Truck	\$220.00 / hour
CCTV Camera Truck	\$185.00 / hour
SUE Testing Equipment	\$11.10 / hour
Ground Penetrating Radar	\$26.70 / hour
Troxler Nuclear Density Gauge	\$16.70 / test
Asphalt Content Tester	\$44.40 / test
Gyratory Compactor	\$44.40 / test
Traffic Counter	\$22.20 / day
<u>Travel and Subsistence</u>	
	at cost
Mileage	\$0.62 / mile
Subconsultant	Cost + 10%
Other Direct Costs	Cost + 10%

Rates are effective through February 28, 2019



HORRENG-01

SBARKER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/02/2018

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

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

PRODUCER American Insurance & Investment Corp. 448 South 400 East Salt Lake City, UT 84111	CONTACT NAME: Shauna Barker	
	PHONE (A/C, No, Ext): (801) 364-3434 643 FAX (A/C, No): (801) 355-5234	
	E-MAIL ADDRESS: Shauna.Barker@american-ins.com	
INSURED Horrocks Engineers, Inc. Attn: Marc Arnoldsen 2162 W Grove Pkwy, Ste 400 Pleasant Grove, UT 84062	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers Ind Company of Conn.	25682
	INSURER B : Travelers Prop Cas Co of America	25674
	INSURER C : Travelers Indemnity Company	25658
	INSURER D : Travelers Ind Co of America	25666
	INSURER E : XL Specialty Insurance Company	37885
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

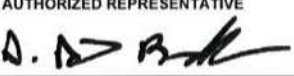
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X		6802J925302	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	X		8104J319844	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			CUP6667Y094	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB4J293086	07/01/2018	07/01/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Prof Liab Claim Made			DPR9927981	07/01/2018	07/01/2019	Per Claim Limit 10,000,000
E	Retro Date 1/1/1965			DPR9927981	07/01/2018	07/01/2019	Aggregate Limit 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Park City Municipal Corp. is named as an additional insured with respects to the Commercial General Liability and Auto Liability as per the contract for the work performed by the insured. The Umbrella is following form with the General & Auto Liability as per the contract.

CERTIFICATE HOLDER

CANCELLATION

Park City Municipal Corporation 445 Marsac Avenue Park City, UT 84060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



HORRENG-01

SBARKER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/28/2019

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

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

PRODUCER American Insurance & Investment Corp. 448 South 400 East Salt Lake City, UT 84111		CONTACT NAME: Shauna Barker PHONE (A/C, No, Ext): (801) 364-3434 643 FAX (A/C, No): (801) 355-5234 E-MAIL ADDRESS: Shauna.Barker@american-ins.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Travelers Ind Company of Conn. NAIC # 25682	
		INSURER B: Travelers Prop Cas Co of America 25674	
		INSURER C: Travelers Indemnity Company 25658	
		INSURER D: Travelers Ind Co of America 25666	
		INSURER E: XL Specialty Insurance Company 37885	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X		6802J925302	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	X		8104J319844	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP6667Y094	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB4J293086	7/1/2019	7/1/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Prof Liab Claim Made			DPR9944952	7/1/2019	7/1/2020	Per Claim Limit 10,000,000
E	Retro Date 1/1/1965			DPR9944952	7/1/2019	7/1/2020	Aggregate Limit 10,000,000

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

Park City Municipal Corp. is named as an additional insured with respects to the Commercial General Liability and Auto Liability as per the contract for the work performed by the insured. The Umbrella is following form with the General & Auto Liability as per the contract.

CERTIFICATE HOLDER

CANCELLATION

Park City Municipal Corporation P.O. Box 1480 Park City, UT 84060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED ENTITY – NOTICE OF
CANCELLATION/NONRENEWAL PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: Number of Days Notice of Cancellation: 30

NONRENEWAL: Number of Days Notice of Nonrenewal:

**PERSON OR
ORGANIZATION:**

ANY PERSON OR ORGANIZATION TO WHOM YOU
HAVE AGREED IN A WRITTEN CONTRACT THAT
NOTICE OF CANCELLATION OF THIS POLICY
WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO
PROVIDE SUCH NOTICE, INCLUDING THE
NAME AND ADDRESS OF SUCH PERSON OR
ORGANIZATION, AFTER THE FIRST NAMED
INSURED RECEIVES NOTICE FROM US OF THE
CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT
LEAST 14 DAYS BEFORE THE BEGINNING
OF THE APPLICABLE NUMBER OF DAYS
SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR
ORGANIZATION INCLUDED IN SUCH
WRITTEN REQUEST FROM YOU TO US.

PROVISIONS:

- A.** If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.
- B.** If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-4J293086

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.

POLICY NUMBER: UB-4J293086-

UTAH CANCELLATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

Cancellation Section (D) of Part Six — Conditions is replaced by the following:

A. Cancellation

1. You may cancel this policy. You must mail or deliver advance notice to us stating when the cancellation is to take effect.
2. If this policy has been previously renewed or has been in effect for at least 60 days, the provisions of this paragraph 2 apply. We may cancel this policy for one of the following reasons:
 - a. You fail to pay all premiums when due;
 - b. A material misrepresentation;
 - c. A substantial change in the risk assumed, unless we should reasonably have foreseen the change or contemplated the risk when entering into the contract;
 - d. Substantial breaches of contractual duties, conditions or warranties.

We will mail or deliver to you not less than 30-days advance written notice stating when the cancellation is to take effect, except in the event you fail to pay your premiums when due, in which case we will mail or deliver to you not less than 10-days advance written notice stating when the cancellation is to take effect. Should we cancel for non-payment of premiums, we must state this as the reason for the cancellation on our notice of cancellation. Should we cancel for any of the other reasons above, we must either state the facts on which our decision is based or notify you of your right to make a written request for that information. Mailing a cancellation notice via first class mail to you at your mailing address last known to us will be sufficient to prove notice.

3. If this policy has not previously been renewed and has been in effect less than 60 days, we may cancel the policy for any reason and without a statement of reasons. We will deliver to you not less than 10-days advance written notice stating when the cancellation is to take effect.
4. The policy period will end on the day and hour stated in the cancellation notice.

B. Renewal/Nonrenewal

1. You have the right to have the insurance renewed unless:
 - a. The policy has been cancelled;
 - b. The policy is expressly designated as nonrenewable;
 - c. You fail to pay the renewal premium by the due date. We will mail the renewal notice to you not more than 45 days nor less than 14 days prior to the renewal effective date. The renewal notice will include the estimated renewal premium, how it may be paid, and state that failure to pay the renewal premium by the due date extinguishes your right to the renewal; or
 - d. We give you 30-days notice of nonrenewal prior to the expiration or the anniversary date. We must deliver or send the notice by first class mail to your last known mailing address.
2. If we offer to renew the policy but on less favorable terms or at higher rates, the new terms or rates will take effect on the renewal date if we delivered or sent by first class mail to you notice of the new terms or rates at least 30 days prior of the expiration date of the prior policy. The prior notice requirement does not



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 43 06 02 (00)

POLICY NUMBER: UB-4J293086

apply if the only change is a rate increase generally applicable to your class of business, a rate increase resulting from a classification change, or a policy form change made to make the form consistent with Utah law.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

DATE OF ISSUE:

ST ASSIGN:

Page 2 of 2

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARLIER NOTICE OF CANCELLATION/NONRENEWAL
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice: 30

WHEN WE DO NOT RENEW (Nonrenewal):

Number of days Notice: 30

PROVISIONS:

- A. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.
- B. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

Homestake Road Improvements - Revised

Projected Manhours and Costs



Task & Description	Total Cost	Total Hours
Billing Rate		
Task 1 - Scoping Stage	\$ 10,913	67
1. Project Kick-off / Internal staff meeting - Review approved Homestake Road configuration, cross-section, and alignment		
2. Review current LIDAR survey and provide & incorporate additional survey needs		
3. Assess ROW and existing easements & coordinate w/ Park City		
4. Review ROW encroachment ROW takes / Easement needs with Property Owners		
5. Coordinate road alignment with UDOT and access onto SR28		
6. Public Involvement (Initial Public Meeting, establish database, public input, notification system development)		
Note: Assuming the configuration / alignment of Homestake is the preferred option from the original study.	Task Subtotal Hours	Task Subtotal Cost
Task 2 - Preliminary Engineering	\$ 25,697	202
1. Create property ownership exhibit with contacts (Title reports obtained and evaluated)		
2. Assess and design drainage		
3. Assess/coordinate future utility needs		
4. Utility provider review and coordination		
5. Coordinate project impacts with property owners - Develop ROW or Easement take exhibits		
6. Environmental / Geotechnical Review (groundwater, soil quality) Soil Ordinance Evaluation		
7. Geotechnical / Groundwater Evaluation - SOIL ORDINANCE Mitigation Design		
8. Hydrology / Storm Report - City Stormwater Management Plan review and compliance		
9. Complete Street Policy Review and Implementation		
10. Traffic calming design alternative analysis (crossings, bulbouts etc.)		
11. 60% Roadway design of Homestake with full pathway buildout with engineers cost estimate, utility design and cooresponding coordination		
12. Construction impact mitigation design		
13. ISI Envision Rating System evaluation (if required by Park City)		
14. Present design to PCMC, property owners, and public		
15. Provide documentation to Park City Depts for O&M cost evaluation including but not limited: R&R, snow removal, power, & landscape		
16. Franchise utility redesign - coordination with PCMC and Util Co's (Additional design to be provided with separate scope to each dept or agency)		
17. Survey along Homestake Road and Intersection of Kearns/Homestake & Park/Homestake		
18. Evaluation of future needs of Park City development projects (address future needs and include stubs, connection etc to adjacent property		
19. Offsite improvements are not anticipated with this fee (Extensive SBWRD sewer design, design of waterlines, design outside of RFP)		
Task Subtotal Hours	Task Subtotal Cost	
Task 3 - Final Engineering Plan-in-Hand Stage	\$ 42,686	387
1. Present prioritized design options & Incorporate chosen alternate		
3. Assess/coordinate utility needs for future projects (Water, Sewer, Gas, HP Gas, Storm, Fiber, Comcast, Cable Co's, Phone Co's)		
4. Homestake Roadway Design review meeting (90%) with PCMC staff		
5. Homestake Roadway Design review meetings (100%) with PCMC and utility staff (4)		
7. Develop timeline for final submittal/approval and Construction Schedule		
8. Finalize concept and provide engineers estimate		
9. Prepare Mmininum traffic control requirements		
10. Prepare SWPPP and UPDES Permit		
11. Public Involvement (Public open house meeting to present final design and schedule)		
Permit Applications through PCMC. (3 Meetings with agencies) (Contractor to pull ROW Permit with Park City. Horrocks to work with Park City in		
12. Issuance [as needed] of Planning, Building, Engineering and DEQ Permits as required)		
13. Identify staging areas and traffic control		
14. Design of Retaining Wall at Rite Aid (LF to be determined by grading and design)		
Task Subtotal Hours	Task Subtotal Cost	
Task 4 - PS&E Stage	\$ 11,898	107
1. Incorporate design review comments (incl. 2 meetings)		
2. Utility and property ownership coord.; prepare easement docs - work with PCMC to obtain sign. & record		
3. Prepare bid documents incl. final const. drawings and specifications		
7. Review final plans with PCMC		
8. Attend City Council meeting (final design)		
Task Subtotal Hours	Task Subtotal Cost	
Task 5 - Advertising Stage / Construction Bidding Support	\$ 7,924	76
1. Provide electronic copies of contract documents		
2. Advertise for bidding per PCMC policy (deliver narrative to all requested publications)		
3. Conduct pre-bid meeting		
4. Answer questions and issues addendums as needed (by Engineer of Record)		
5. Conduct bid opening per PCMC policy		
6. Evaluate bid and prepare summary and recommendation		
7. Public Involvement (Notification of final design / schedule)		
8. Provide conform or consultation drawings for contractor		
Task Subtotal Hours	Task Subtotal Cost	
Task 6 - Post Advertising / Construction Support	\$ 69,036	680
1. Conduct pre-construction conference		
2. Provide construction administration through Park City requirements (MBE, WBE or Prevailing Wages are not anticipated)		
3. Public Involvement (Public meeting, notifications of significant dates, public input/response)		
4. Provide Full time on-site construction inspection/observation and coord. (anticipated 3 month construction period - 336 Inspection Hours)		
5. Provide weekly written project reports		
6. Conduct weekly on-site coordination meetings		
7. Coord. on-site changes with construction documents		
8. Coordinate testing with contractor (Contractor to be responsible for 3rd Party testing)		
9. Provide project closeout coord. and documentation		
10. Provide post construction coord. and documentation (as-builts)		
Task Subtotal Hours	Task Subtotal Cost	
Task 7 - Contingency & Time and Materials (T&M)	Items are	
only to be charged upon Park City Review and Approval - Possible Items Below	\$ 20,000	-
1. Subsurface Utility Pothole		
2. GPR subsurface utility locate		
3. Material Testing (Asphalt, Concrete, Soil, XRF, TCLP, Compaction) - scope and fee to be provided upon request		
4. GIS Services as requested		
5. Construction Survey (This contract to provide control and base files)		
6. Landscape Architecture (no landscape areas anticipated)		
7. Irrigation Design (no landscape areas anticipated)		
8. Environmental mitigation of Recylce Center (treatment)		
9. Coordination of joint construction projects with other departments or franchise companies		
10. Additional Survey: Easements, Right of Way Adjustements, Records of Survey		
Task Subtotal Hours	Task Subtotal Cost	
Sub consultant / Contract	-	-
1. Gerhardt Cole Geotechnical		
2. Alliance Engineering		
Task Subtotal Hours	Task Subtotal Cost	
Total Labor	\$ 188,154	1,519
Direct Costs:		
Mileage (4,000 miles @ \$0.62/mi) (Only billed as used - Construction inspection mileage covered under Task 6)	\$ 2,480	
Printing (Estimated)	\$ 1,512	
TOTAL DIRECT COSTS	\$ 3,992	
PROJECT TOTAL:	\$ 192,146	

Original Project Budget has accrued \$41,121 or charges. The attached scope and fee is for the remaining services beyond this amount.

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

This FIRST ADDENDUM is made and entered into in duplicate this ____ day of _____, 20__, with a retroactive date of February 2, 2021, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and HORROCKS ENGINEERS, INC., a Utah Corporation, ("Design Professional"), to amend the Park City Municipal Corporation Design Professional Services Agreement signed and executed on July 9, 2018.

WITNESSETH:

WHEREAS, the parties entered into a Park City Municipal Corporation Design Professional Services Agreement on July 9, 2021 (hereinafter "Original Agreement"); and

WHEREAS, part of the scope of services is for Design Professional to provide additional services as requested by the City; and

WHEREAS, the consultant submitted an addendum, requested by the City, to provide additional professional services related to analysis and design of Homestake Road roadway improvements; and

WHEREAS, the term of the amended Original Agreement ended on October 15, 2019; and

WHEREAS, service is still ongoing; and

WHEREAS, the parties desire to amend the Original Agreement to provide sufficient time and compensation for such performance.

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

1. **AMENDMENTS**

- a. **EXTENSION OF TERM:** The term of the Original Agreement shall be extended to a termination agreement of December 31, 2022
- b. **SCOPE OF SERVICE:** The Scope of Services shall be amended as reflected in Exhibit "A" – attached hereto and made a part hereof.
- c. **INCREASE IN FEES:** Total Charges to the City in connection with the additional Scope of Services is outlined in the addendum shall be **TWENTY**

TWO THOUSAND AND NINE HUNDRED FORTY NINE DOLLARS (\$22,949.00), increasing the not to exceed amount of the Original Agreement to a total not to exceed amount of **ONE HUNDRED NINETY TWO THOUSAND AND ONE HUNDRED FORTY SIX DOLLARS (\$192,146.00)**.

2. **OTHER TERMS**. All other terms and conditions of the Original Agreement shall continue to apply.
3. **ENTIRE AGREEMENT**: This First Addendum is a written instrument pursuant to Section 20 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.
4. **COUNTERPARTS**: The First Addendum may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.
5. **ELECTRONIC SIGNATURES**: Each party agrees that the signatures of the parties included in this Second Addendum, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic signature through an electronic signature system as DocuSign, are intended to authenticate this writing and to create a legal and enforceable agreement between the parties hereto.

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

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

Matt Dias, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

DESIGN SERVICE PROVIDER

Horrocks Engineers, INC., a Utah corporation
2162 W. Grove Pkwy STE 400
Pleasant Grove, UT 84062
Tax ID#: 87-0296502
PC Business License #: BL-B014221

Signature

Printed name

Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

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

Notary Public

I declare under criminal penalty under the law of Utah that the foregoing is true and correct.

Signed on the ____ day of _____, 20____, at _____ (insert State and County here).

Signature

Printed name

EXHIBIT “A”

ADDITIONAL SCOPE OF SERVICES

Council Agenda Item Report

Meeting Date: December 9, 2021

Submitted by: Michelle Dehaan

Submitting Department: Public Utilities

Item Type: Staff Report

Agenda Section:

Subject:

Request to Authorize the City Manager to Execute Addendum No. 2 to the Professional Service Agreement with SKM Engineering, LLC for Water System Supervisory Control and Data Acquisition (SCADA) and Telemetry System Integrator Services for Programming, Troubleshooting, and Repair of Water Facilities, Telemetry Communication, and Control Systems, Increasing the Contract by \$233,000 with a Total Contract Amount Not to Exceed \$528,000 and an Extension of the Contract to December 31, 2023

Suggested Action:

Attachments:

[SCADA Integrator Services Addendum Staff Report](#)

[Exhibit A: Draft SKM Addendum No. 2](#)

[Exhibit B: SKM Design Scope of Services](#)

City Council Staff Report

Subject: Water System SCADA Integrator Services, Addendum No. 2
Author: Jake Rudolph, Water Treatment Superintendent
Department: Public Utilities
Date: December 8, 2021
Type of Item: Administrative

Recommendation

Staff recommends Council authorize the City Manager execute Addendum No. 2 to the Service Provider/ Professional Service Agreement (PSA) with SKM Engineering, LLC for Water System Supervisory Control and Data Acquisition (SCADA) and Telemetry System Integrator Services for programming, troubleshooting, and repair of water facilities, telemetry communication, and control systems increasing the contract by \$233,000 with a total contract value in the amount not to exceed \$528,000 and an extension of the contract to December 31, 2023.

Background

- On [November 8, 2018](#), Council authorized the original contract in the amount not to exceed \$180,000.00 with a contract expiration of June 30, 2021.
- On [October 13, 2020](#), Council authorized a contract increase of \$115,000 for continued support services during 2021 and an extension of the contract to December 31, 2021.
- The addendum in Exhibit A is required for continued support services over the next 2 years, including \$36,000 to upgrade SCADA to the most current software version.
- Park City's SCADA system is a control system architecture that utilizes networked data communications between servers, operator workstations, programmable logic controllers (PLCs), field instruments, and human machine interfaces (HMIs) to allow for supervisory control and management of the distribution system and treatment plant processes.
- SCADA provides a way for our operators to talk to our facilities and for the facilities to talk to our operators. It also allows for remote operation, which avoids the need for 24/7 manned coverage.
- Water Operators rely on the SCADA system and Telemetry communication equipment to provide a safe and reliable water supply to the community.
- SCADA programming support and telemetry system maintenance is routinely required on an ongoing and emergency basis for operations of the City's water treatment and distribution systems.
- Specialty skillsets are required to program the SCADA system and maintain, troubleshoot, and install water system telemetry equipment.
- On-call SCADA system programming 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.
- The proposed budget will be split up over the contract term.

- The Service Provider may not receive the full amount of this contract as the City will spend these funds as-needed and consistent with available funds.
- The need for this service is continuous and future contracts with similar scopes are anticipated.

Funding

The funding for Addendum No. 2 is from water service fees.

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

This SECOND ADDENDUM is made and entered into in duplicate this _____ day of _____, 2021, by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, (“City”), and **SKM ENGINEERING, LLC**, a Utah limited liability company, (“Service Provider”), to amend the Park City Municipal Corporation Service Provider/Professional Services Agreement signed and executed by the parties on December 10, 2018, and amended on November 3, 2020.

WITNESSETH:

WHEREAS, the parties entered into a Park City Municipal Corporation Service Provider/Professional Services Agreement on December 10, 2018, (hereinafter “Original Agreement”);

WHEREAS, the parties entered a First Addendum on October 13, 2020, (hereinafter “First Addendum”);

WHEREAS, the term of the First Addendum is due to end December 31, 2021;

WHEREAS, services are still ongoing; and

WHEREAS, the parties desire to amend the Original Agreement and First Addendum to provide sufficient time for such performance and to compensate Service Provider for these services.

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

1. AMENDMENTS:

- a. **EXTENSION OF TERM.** The term of the Original Agreement and First Addendum shall be extended to a termination date of December 31, 2023.
- b. **SCOPE OF SERVICE.** The fee for the project shall be increased by **TWO HUNDRED THIRTY THREE THOUSAND DOLLARS (\$233,000.00)** for a total not to exceed contract amount of **FIVE HUNDRED TWENTY EIGHT THOUSAND DOLLARS (\$528,000.00)**. The scope of service remains the same and is duplicated on Exhibit “A” attached hereto, but with a new billing rate schedule reflected therein.

2. **OTHER TERMS.** All other terms and conditions of the Original Agreement and First Addendum shall continue to apply.

3. **ENTIRE AGREEMENT.** This Second Addendum is a written instrument pursuant to Section 21 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.
4. **COUNTERPARTS.** This Second Addendum may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.
5. **ELECTRONIC SIGNATURES.** Each party agrees that the signatures of the parties included in this Second Addendum, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic signature through an electronic signature system such as DocuSign, are intended to authenticate this writing and to create a legal and enforceable agreement between the parties hereto.

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

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

MATT DIAS, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

SERVICE PROVIDER:

SKM ENGINEERING, LLC, a Utah limited liability company

Address: 533 W 2600 S STE 25

City, State, Zip: Bountiful, UT, 84010

Tax ID#: 81-4397891

PC Business License# BL B-015606

Printed Name

Signature

Title

STATE OF UTAH)
) ss.
 COUNTY OF SUMMIT)

On this day of , 2021, before me, the undersigned notary, personally appeared _____, personally known to me/proved to me through identification documents allowed by law, to be the person whose name is signed on the preceding or attached document, and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (*title*) of SKM ENGINEERING, LLC, a Utah limited liability company, by authority of its and Operating Agreement and Member Resolution, and acknowledged that he/she signed it voluntarily for its stated purpose on behalf of SKM ENGINEERING, LLC.

 Notary Public

I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the ____ day of _____, 2021, at _____ (insert State and County here).

Printed name _____

Signature: _____

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

EXHIBIT “A”

SCOPE OF SERVICES

The work is As-needed, On-Call, and Emergency, SCADA programing, and support of the SCADA and Telemetry System. This may include on-site work or the provisioning of services electronically. As this service is as-needed, the Water Department will notify Service Provider of the needed action. Service Provider will provide a written estimate of the work. Email is acceptable. City may then issue a work order for said work, or decline service, or secure this service from another vendor. In the event of an emergency, as determined by City, a written estimate of work is not required. Service Provider shall begin work within two (2) hours of notification of an emergency and shall work expeditiously to correct the issue.

Electrical Principal ENGINEER	\$180/hr
Project ENGINEER	\$160/hr
Electrical Engineer II	\$155/hr
Electrical EIT	\$125/hr
Electrical Project Manager	\$155/hr
CAD Designer III	\$115/hr
CAD Designer II	\$105/hr
CAD Designer I	\$95/hr
Senior Controls Engineer	\$145/hr
Controls ENGINEER	\$135/hr
Junior Controls Engineer	\$125/hr
Electrical Transmission Engineer	\$175/hr
Clerical	\$65/hr

Council Agenda Item Report

Meeting Date: December 9, 2021

Submitted by: Heinrich Deters

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Request to Approve a Five-Year Professional Service Contract with Summit Land Conservancy, in a Form Approved by the City Attorney, for Third Party Open Space Easement Monitoring in an Amount Not to Exceed \$203,614.00

Suggested Action:

Attachments:

[Conservation Easement Monitoring Contract Staff Report](#)

[Exhibit A: SLC Monitoring Contract Proposal](#)



City Council Staff Report

Subject: Professional Service Agreement- Summit Land Conservancy
Open Space Monitoring
Author: Heinrich Deters- Trails & Open Space Manager
Department: Sustainability
Date: December 9, 2021
Type of Item: Consent- Award of Contract

Recommendation

Review and approve a five-year contract (2022-2026) with Summit Land Conservancy (SLC), in a form approved by the City Attorney, for open space monitoring in the amount of \$203,614.

Background

SLC has been an integral part of Park City's open space preservation for over 20 years. Additionally, since 2009, SLC has provided monitoring services on almost 2,000 acres of open space for the City or in conjunction with the City. These conservation easements, recognized in the Scope of Services, are held in perpetuity, with SLC providing the monitoring services.

In 2009, SLC and PCMC entered into an agreement for monitoring services on City-owned parcels. Section 2 (Term) of the 2009 contract allowed for the ability to extend by "mutual written agreement of the Parties." PCMC and SLC have agreed to this condition over the years, with the current contract extension ending on December 31, 2021.

Analysis

Providing independent third-party monitoring services on public open spaces is consistent with the Council's goal of preserving and enhancing the natural environment.

Staff advertised a Request for Qualifications (RFQ) on November 8th, for qualified land trusts. RFQ submittals were due on November 23rd. SLC was the only proposal submittal and has proven a qualified entity over the years. (Attachment- I)

Costs proposed are consistent with the previous agreement terms, plus, inflationary factors and updated insurance requirements.

- Previous monitoring costs were based on a flat fee of \$20.00/acre.
- The current recommended flat fee is \$21.00/acre, for the first three years and \$22.00/acre for the final two.

Cost per acre: 2022-2024 = \$21.00/acre

Cost per acre: 2025-2026 = \$22.00/acre

2022 - 2024 total cost: Acres (1,902.93) X Cost/Acre (\$21.00) = \$39,962/year

2025 - 2026 total cost: Acres (1,902.93) X Cost/Acre (\$22.00) = \$41,864/year

Total cost for 5 years of monitoring:

Coset per acre: 3 years (2022-2024) @ 39,962 = \$119,886

Cost per acre: 2 years (2025-2026) @ 41,864 = \$ 83,728

Total five-year contract period = \$203,614

Independent third-party monitoring services provided by Summit Land Conservancy include:

- Annual monitoring visits and ongoing reports
- Coordination of resident questions
- Ongoing title review
- Review and process of grantor requests; and
- Compliance of easement terms, and investigation/notification of possible violations.

Additionally, SLC and the City meet once a month and correspond regularly to execute the contractual terms.

Recognizing the ongoing nature of conservation easements as perpetual encumbrances, staff recommends additional language be provided to the contract affirmatively recognizing possible extension periods and an escalating per acre rate due to inflationary concerns. This approach provides greater transparency and budgetary assurances. The proposed language would also reserve the right by either party to cancel the contract at the end of a specific term.

To provide independent third-party monitoring of certain conservation easements jointly held by Park City Municipal Corporation (PCMC) and SLC or encumbered upon PCMC-owned property, Staff recommends that the Council approve a new five-year contract with SLC in the amount of \$203,614.

Department Review

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

Funding Source

The Open Space Maintenance budget is recommended for funding this item.

Applicant

Summit Land Conservancy
PO Box 1775//1887 Gold Dust Lane//Park City, UT 84060
Kate Sattelmeyer//kate@wesaveland.org// (435)640-5898



A narrative of firm's qualifications, fee structure, & relevant experience:

• Qualifications:

Based in Park City, the Summit Land Conservancy is an accredited land trust, preserving lands and waters important to our communities in the Wasatch Back. Our conservation projects have involved partnerships with Summit County, the City of Oakley, individual landowners and Park City Municipal Corporation. Summit Land Conservancy currently holds 46 easements preserving nearly 7,000 acres. In completing 5-7 conservation transactions per year, the Conservancy is a committed to getting projects across the finish line.



In 2011 the Summit Land Conservancy became the first land trust in Utah to achieve national accreditation. Accreditation was renewed in 2017 and we are currently going through our 2nd renewal process. Our commitment to national accreditation demonstrates our adherence the highest national standards for management, governance, land transactions, and stewardship.

The Conservancy's has long-tenured, full time professional staff dedicated to land conservation and stewardship:

Kate Sattelmeyer, Conservation Director and Counsel (since 2012)

Brett Denney, Stewardship Manager (since 2018)

Julia McCarrier Edwards, Conservation Manager (since 2018)

Adam Wickline, Conservation Manager (since 2019)

Cheryl Fox, Executive Director (since 2006)

Stewardship is the foundation of long-term land conservation. Our professional team includes an attorney, two biologists, and long-time local residents that together form a powerful ally for these lands. Moreover, as the holder of each of these conservation easements, the Conservancy has all of the archives, and we have performed all of the monitoring and other stewardship requirements since each easement was placed.

The Summit Land Conservancy is licensed and based in Park City. Conservancy staff and Board members live and work in the City and surrounding Summit County. We are deeply tied to this community, and our connections here help us to understand the City's needs, its residents, and its visitors. We have partnered many times with Park City Municipal since our inception in 2002, and currently hold conservation easements on 14 City-owned properties, co-hold 5 easements with Park City Municipal and we have the permanent stewardship responsibility for the McHenry's easement.

• Typical fee structure or calculation per acre:

Easement Monitoring & Annual Monitoring Report costs for 14 easement properties, totaling about 1,903 acres.

Cost per acre: 2022-2024 = \$21.00/acre

Cost per acre: 2025-2026 = \$22.00/acre

2022 - 2024 total cost: Acres (1902.93) X Cost/Acre (\$21.00) = \$39,962/year

2025 - 2026 total cost: Acres (1902.93) X Cost/Acre (\$22.00) = \$41,864/year

Total cost for 5 years of monitoring

3 years (2022, 2023, 2024) @ 39,962 = \$119,886

2 years (2025, 2026) @ 41,864 = \$ 83,728

Total for the five year contract period = \$203,614

- **Relevant Experience:**

The Summit Land Conservancy has undertaken the stewardship of all the properties listed in this RFQ since each easement was placed. We know the past and current state and uses of each property, understand how each property came to be placed in a conservation easement, have archival notes of the bonds or public meetings where each easement was discussed and crafted, and being the past monitoring contract holder, have experience with the City's procedures, systems, and requirements.

The Conservancy holds easements on other City-owned open space. Those easements are not part of this RFQ, but they do indicate that the Conservancy and the City have proven that we can work together to save a variety of landscapes for a variety of purposes over a 20 year period.

Our relationships with City officials and staff is an important component of ensuring that each easement is effectively monitored. In addition to monthly meetings with City staff, Conservancy staff meet regularly with City leadership to ensure transparent communication. Additionally, a member of the City Council attends our Board meetings as an *ex officio* member to ensure regular and transparent communication between the Conservancy and the City. We also have a solid track record of working with other partners, such as Mountain Trails Foundation.

As a current service provider to Park City Municipal, the Summit Land Conservancy already follows the requirements for City contracts, including insurance standards and other protocols.

Understanding of the project and the organization's approach

The Summit Land Conservancy understands that the City requires independent, third-party monitoring of conservation easements on approximately 1,900 acres as listed below, consistent with the permitted and prohibited practices associated with a property's stated conservation values. The annual monitoring of parcels shall include at least one site visit to the property as well as a digital report, with supporting documentation in the form of photographs or maps compiled and presented to City staff. The Conservancy will continue to meet monthly with the City's open space management staff and maintain regular communication.

14 Easement Parcels to be monitored:

Round Valley 5 parcels, UP&L, Rail Trail, Virginia Mine Claims, Richards Ranch, McPolin Farmlands, Empire 3 parcels, and Warren Claims

The Conservancy will continue to support the City in communicating with local media and the community about the City's plans for and management of these properties. The Conservancy also supports the City's efforts to increase carbon sequestration on City-owned land, bringing partners and outside funding to this work.

Organization's Stewardship Policy (Redacted)

The Summit Land Conservancy's Stewardship policy includes procedures dictated by national accreditation standards. As such, our stewardship policies will not fit within the 5 page limitation of this RFQ. The entire Stewardship Policy was reviewed and updated in 2021 and is available upon your request. A summary of our stewardship policies follows:

FUNDING EASEMENT STEWARDSHIP POLICY

Summit Land Conservancy maintains a legal defense fund, to provide for the long-term enforcement of the Conservancy's easements. The Conservancy also maintains funds for ongoing stewardship expenses such as annual monitoring, landowner relations, reserved right and permitted use requests, ownership issues and easement violations. Adequate stewardship funding is vital to (i) compliance with the Conservancy's stewardship policies for enforcement, monitoring and reserved rights and permitted uses, (ii) implementation of the Conservancy's strategic plan, and (iii) the Conservancy's financial and political independence. The Conservancy's goal is to obtain and maintain stewardship funding in an amount sufficient to cover the actual present-day costs of stewardship, and the long-term anticipated stewardship expenses.

EASEMENT MONITORING POLICY

Summit Land Conservancy is dedicated to upholding its legal and community obligations to preserve the conservation easements it accepts for as long as such easements exist. In recognition of the fact that Summit Land Conservancy's conservation easements are perpetual in duration, the Conservancy understands that one of the keys to preserving these easements is its commitment to monitor, defend and enforce the terms of each conservation easement on a consistent basis.

EASEMENT ENFORCEMENT POLICY

Summit Land Conservancy must, as a holder of conservation easements, enforce the legal agreements for which it is responsible.

In addition to protecting the conservation value of the subject property, enforcement is needed to generate public confidence in the Conservancy's mission to conserve open space, to uphold the Conservancy's legal authority to enforce its conservation easements, and to maintain the Conservancy's ability to accept future donations of conservation easements and its tax-exempt status. Summit Land Conservancy's failure to enforce its conservation easements could jeopardize its 501(c)(3) status if it were shown that Summit Land Conservancy relinquished its enforcement rights to benefit private individuals.

Summit Land Conservancy's response to a violation should match the severity of the violation. The intent of enforcement action is to remedy the violation and to the extent possible, to promote positive relationships with landowners.

RESERVED RIGHTS POLICY

Summit Land Conservancy's easement documents often reserve rights for the landowner to allow certain uses or activities. Reserved right provisions may include a requirement for the landowner to give notice to the Conservancy prior to the exercise of the reserved right and/or to obtain the Conservancy's prior written approval. Landowners may also contact the Conservancy to discuss potential changes in use or management that may or may not be permitted by the easement. The Conservancy shall respond to all requests in a timely manner and aim to communicate effectively to maintain positive landowner relationships. Decisions regarding reserved rights and permitted uses shall be consistent with the terms of the easement, the mission of the Conservancy, and if prudent, with previous Conservancy decisions regarding land use. Conservancy staff shall maintain a record of communications and decisions, to guide future stewardship practice.

CONSERVATION EASEMENT AMENDMENT POLICY

An amendment must

- have either a beneficial or neutral effect on conservation values protected by the conservation easement
- clearly serve the public interest
- be consistent with Summit Land Conservancy's mission, and free of any clause that might jeopardize the organization's tax-exempt or charitable status
- comply with all federal, state, and local laws
- be consistent with the conservation purposes and intent of the conservation easement
- be consistent with the intent of the donor, grantor, and any direct funding source.

National Certifications or Licenses:

Accredited by the Land Trust Alliance, 2017 (renewal in process Fall 2021- Fall 2022)

Detail your organization's experience in providing the services requested herein for similar customers of similar size with dates and contacts for references

Our stewardship experience with the City has led us into further successful partnerships with other governmental entities:

- The Conservancy holds 2 easements on property owned by Oakley City: Stevens Grove (2018) and Riverbend Park (2020). Contact Tom Smart, Oakley City Council member for reference: 801-809-2007.
- The Conservancy holds 2 easements on land owned by Summit County: Miss Billie's (2010) and Quarry Mountain (2009). Contact Jessica Kirby: 435-602-0308.
- In 2021 we began working with Heber City and the developer of the Sorensen project to protect nearly 5,000 acres of the open space component of that development. Contact Heber City Manager, Matt Brower: 435-315-8060.

A description of any arbitration and/or litigation in which your company is currently engaged or which was resolved within the five years preceding the date on which you submit your proposal.

The Conservancy was a party to a lawsuit brought by LEC on the Empire and Prospector Ridge easements. The City was a co-defendant in this case. A settlement was reached and signed by all parties in 2019.

A statement of whether your organization has, ever filed for reorganization or bankruptcy. If so, please provide dates and resolution.

The Summit Land Conservancy has never filed for reorganization or bankruptcy.

In addition to the information and qualifications specified above, identify any special knowledge or skills provided by your firm that may be related or helpful to the services requested herein.

- The Conservancy has a robust local outreach program that will allow us to work with the City on any messaging regarding maintenance or management of City-owned conservation properties. We have supported the City in this way with other open space issues, from the use of e-bikes and dogs on trails, to undertaking wildlife mitigation strategies.
- The Conservancy is actively working to enhance the climate benefits of open space. Working in partnership with numerous other organizations, we are able to support the City's broader sustainability goals. For example, our Bright Futures Conservation Corps were able to support the City's bio-char research in 2020, and we have an ongoing partnership with the City and Bill White Farms to enhance the carbon sequestration and water quality on the City's agricultural landscapes.

Council Agenda Item Report

Meeting Date: December 9, 2021

Submitted by: Kim Fjeldsted

Submitting Department: Transit

Item Type: Staff Report

Agenda Section:

Subject:

Winter Transit Service - Orange Routing Off Royal Street
(A) Public Input

Suggested Action:

Attachments:

[Winter Service Orange Routing Royal Street Staff Report](#)

[Exhibit A: Orange Route Map](#)

[Exhibit B: Winter Survey Overview](#)

[Exhibit C: 2019-2020 Weekly Winter Ridership Data](#)



City Council Staff Communications Report

Subject: Winter Transit Service, Orange Routing off Royal Street
Author: Kim Fjeldsted, Transit Manager
Scott Burningham, Service Planner
Andy Stevenson, Transit Outreach & Marketing Coordinator
Department: Transit Department
Date: December 9, 2021
Type of Item: Administrative

Recommendation Summary

As part of the annual Winter Transit Service planning process, changes were recommended and made to the Orange route to provide more efficient and reliable service to Silver Lake Village. This route change benefits the greatest number of riders while maintaining existing staffing levels and frequency for the route, yet negatively impacts several residents on Royal Street.

The route now travels up and down Marsac, bypassing the lower-density residential area on a portion of Royal Street that was previously served. With this change, a total of nine stops were discontinued on Royal Street, including Ontario Lodge, American Flag, Centennial Dr, La Maconnerie, and two of the three stops at Lookout (Exhibit A).

Anytime public transit route changes are implemented there are impacts, both intended and unintended. Accordingly, prior to making changes, several steps are undertaken in order to assess, inform, and mitigate.

When the Orange route change was implemented, the City received numerous comments from Royal Street residents and property owners. A virtual neighborhood meeting was held to respond and provide information to impacted residents on 11-18-21. Approximately 25 people attended, and the option of On-Demand service was presented as an alternative.

After a lengthy discussion, most participants did not prefer the On-Demand option and asked PC Transit to reinstate the Orange to Royal Street stops/route.

Based on ridership numbers, PC Transit recommends leaving the Orange routing as is and expanding On-Demand to the impacted section of Royal Street.

Background

To accommodate fluctuating service needs across different peak, off-peak, and shoulder seasons, PC Transit routinely conducts system-wide analyses of its routes. Utilizing various data points (pre-pandemic ridership, operator feedback, customer feedback, and public surveys), PC Transit makes annual service adjustments. On October 28th, a transit update was provided to the City Council (see [Quarterly Transit Report](#)). The staff report included information for the 2021-2022 Winter Service adjustments.

In addition to the Orange, the Blue was put back into service, and a new route, the Teal, was added to increase the frequency in the Prospector area and provide direct service to Main Street and Deer Valley. The Trolley returned to a full schedule, 7 days a week, 8 am to 8 pm with a different routing than winter 2019-2020. The last trip on the Citywide was cut due to low ridership. Finally, due to low ridership, the Green was routed off Prospector Drive to make the route more efficient.

For Royal Street, decisions were made based on ridership data and time efficiency due to the high volume of riders going to and from a major destination and low volumes in the residential area. By going up and down Marsac and skipping Royal Street, the trip between the Old Town Transit Center and Silver Lake is reduced by approximately 9 minutes.

Public Outreach Efforts

Based on the successful implementation of similar methods for past service changes, PC Transit conducted outreach for winter 2021-2022, using the following:

- Notices on the main Park City Transit webpage, the transit alerts page, and the routes & schedules page
- Flyers posted in buses, bus shelters, and transit centers
- Several social media posts and targeted social media ads
- myStop mobile app
- Media – KPCW PSA, PCTV appearance, and Town Lift coverage of the survey
- Major employer outreach
- Email outreach to HPCA

The results of the Winter Service Options Survey were included in the October 28th Council staff report. (Exhibit B).

Analysis

Performance measurements are used for determining efficiencies on public transit.

- Ridership data - Ridership data is collected throughout the year on every bus in operation. To analyze winter ridership, data was pulled from December 6 - March 20.
 - Total boardings for the Orange from Dec. 6, 2019, to March 20, 2020, was 109,465.
 - Total boardings for Royal Street during the same period was 846. (Exhibit C).
- Total boardings for the Orange from Dec. 2, 2018, to March 22, 2019, was 114,145.
 - Total boardings for Royal Street during the same period was 692.
- Time Efficiency - By going up and down Marsac, trip time between the Old Town Transit Center and Silver Lake is reduced by 9 minutes.
- Cost per passenger (cost to run the route divided by the number of boardings) for the Orange route in the Royal Street area for winter 2019-2020 was about \$124.
 - The rest of the route was about \$3 per passenger, due to higher volumes of ridership and utilization.

PC Transit is excited to learn of the Royal Street neighborhood's interest in public transit. We believe the On-Demand program is a viable option for this neighborhood and provides a high level of customer service.

Short-Range Transit Plan (SRTP)

Phase I of the SRTP is scheduled for completion in spring 2022. The SRTP will incorporate key findings from the Transportation Master Plan to create high-value transit service options for a variety of users. The objective of the SRTP is to create an actionable 5-year plan that gives clear route and schedule guidance for the next five years of transit. Park City aims to increase the convenience, frequency, and reliability of riding transit. The Royal Street property owners were sent the SRTP survey and will be included in future outreach efforts.

Alternatives for City Council to Consider

Alternative A - Move forward with the current plan to utilize Marsac Avenue rather than Royal Street for the Orange route.

Pros – Time efficiency, services the most riders

Cons – Royal Street riders would need to find alternative modes of transportation

Alternative B – Add On-Demand service in the impacted area

Pros – Provides Royal Street with an alternative service

Cons – This service will cost an additional \$10,000, which can be accommodated in the existing transit budget

Alternative C - Return the Orange to the affected portion of Royal St.

Pros – Responsive to resident feedback

Cons – Route efficiency reduced and added costs. Reinstating full Royal St. service would require additional drivers and buses to maintain 30-minute frequency and costs an additional \$137,000.

Funding

The transportation budget is funded with various local sales taxes and federal grants. Park City Transit receives millions of dollars every year from the Federal Transportation Administration (FTA) for capital and operating expenses.

The FTA bases funding decisions on many factors, with ridership and operational efficiency being primary. Ridership data is reported to the National Transit Database which is a requirement to secure FTA funding. This funding comes with an expectation that a public transit provider utilizes every dollar to the maximum benefit for the highest number of riders. The cost per passenger efficiency is a direct measurement of how well transit dollars are utilized. The more riders attracted to a route, the better the cost per passenger ratio will be.

Department Review

This report was reviewed by Transit, Legal and Executive departments.

Exhibits

Exhibit A – Orange Route Map

Exhibit B – Winter Survey Overview

Exhibit C – 2019-2020 Weekly Winter Ridership Data

4 Orange Route Comparison

Marsac Ave Routing



Royal St. Routing

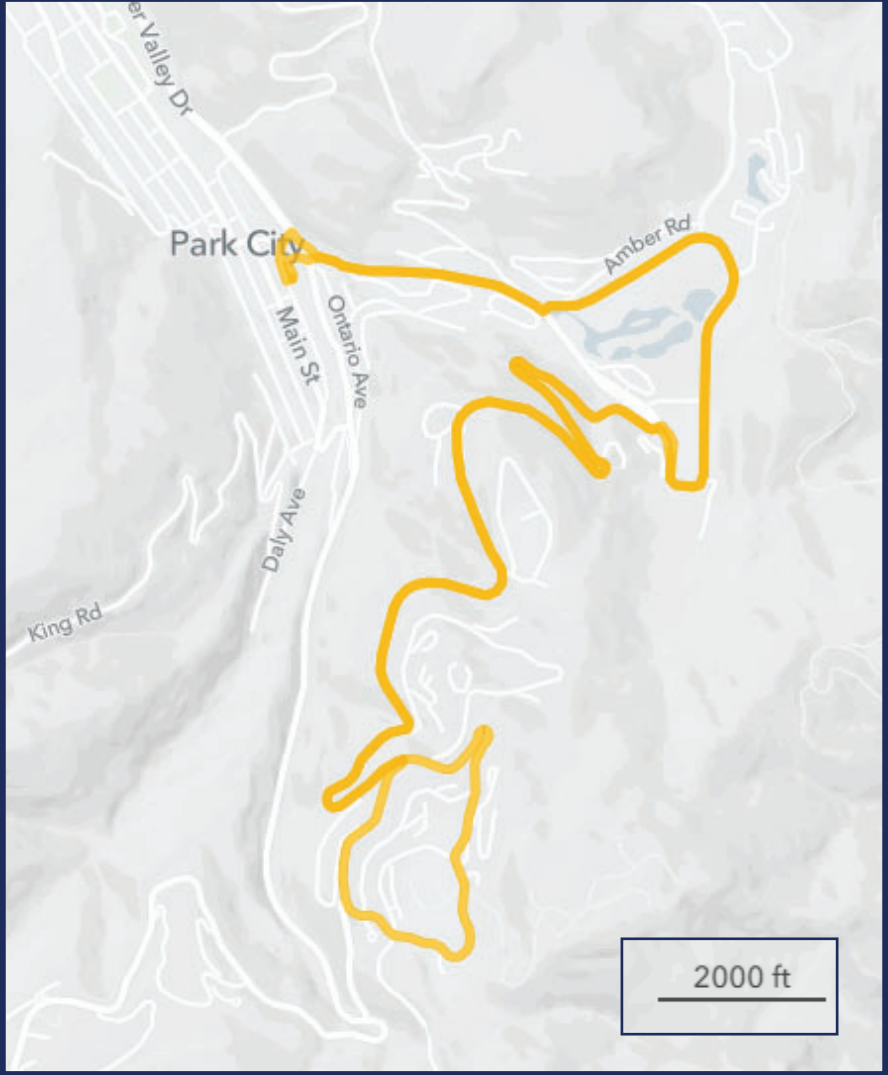
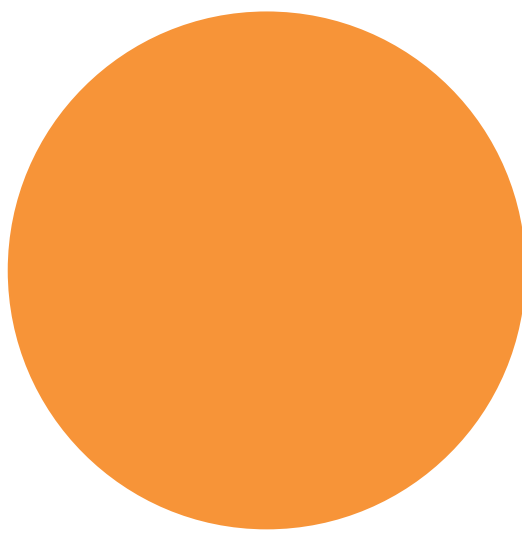


Exhibit B

Service Summary



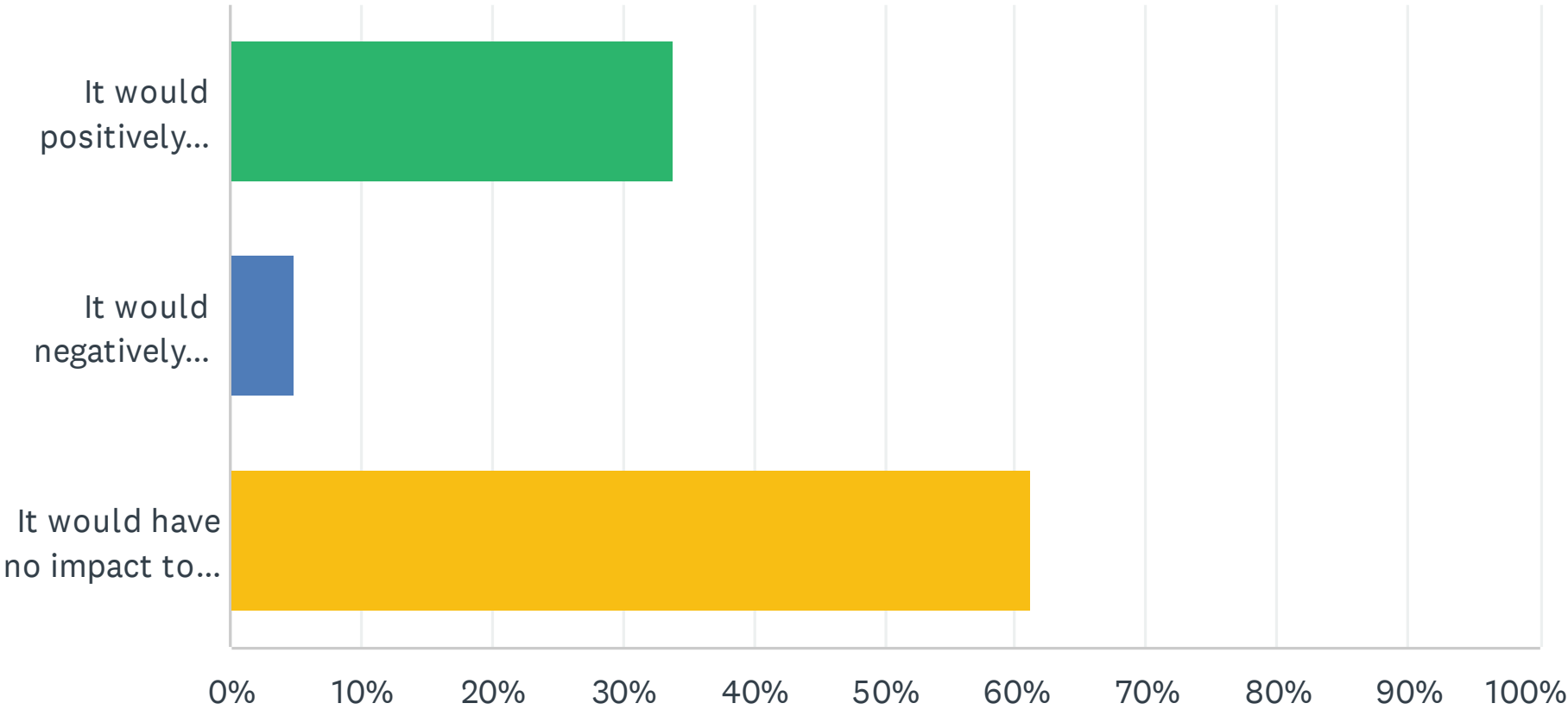
Route	Previous Winter Service Overview	Current Winter (2021-2022) Service Overview	Notes
4 Orange	Every 30 minutes, <i>peak service only</i> 6:06 a.m.—10:06 a.m. 2:06 p.m.—6:06 p.m. 10:06 p.m.—11:06 p.m.	Every 30 minutes, 6:14 a.m.—11:14 p.m.	Winter 2021-22 service re-routed to Marsac Ave instead of Deer Valley Drive and Royal Street.

English Survey Results



Q6 How would the proposed 4 Orange routing on Marsac Ave impact your transit experience?

Answered: 124 Skipped: 12



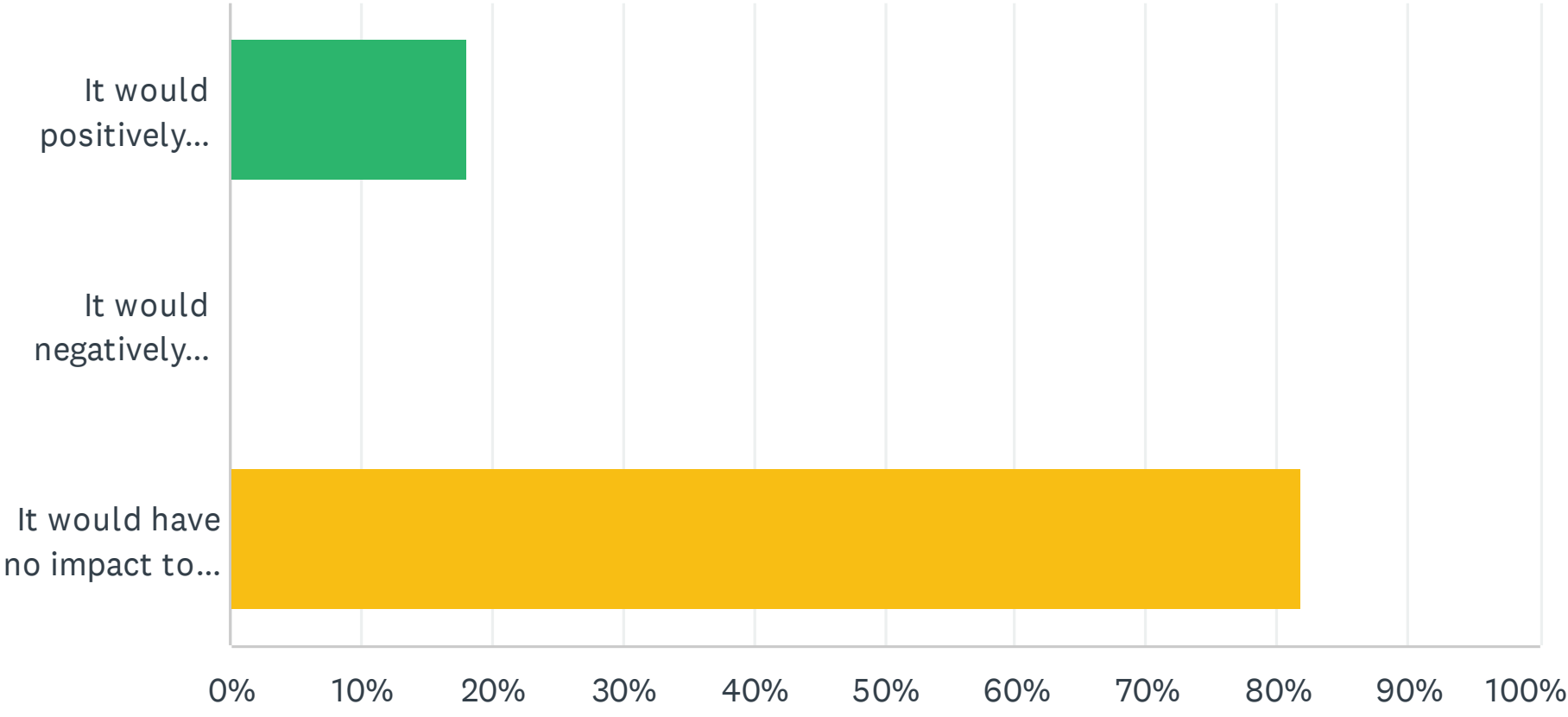
ANSWER CHOICES	RESPONSES	
It would positively impact my transit experience	33.87%	42
It would negatively impact my transit experience	4.84%	6
It would have no impact to my transit experience	61.29%	76
TOTAL		124

Spanish Survey Results



Q6 How would the proposed 4 Orange routing on Marsac Ave impact your transit experience?

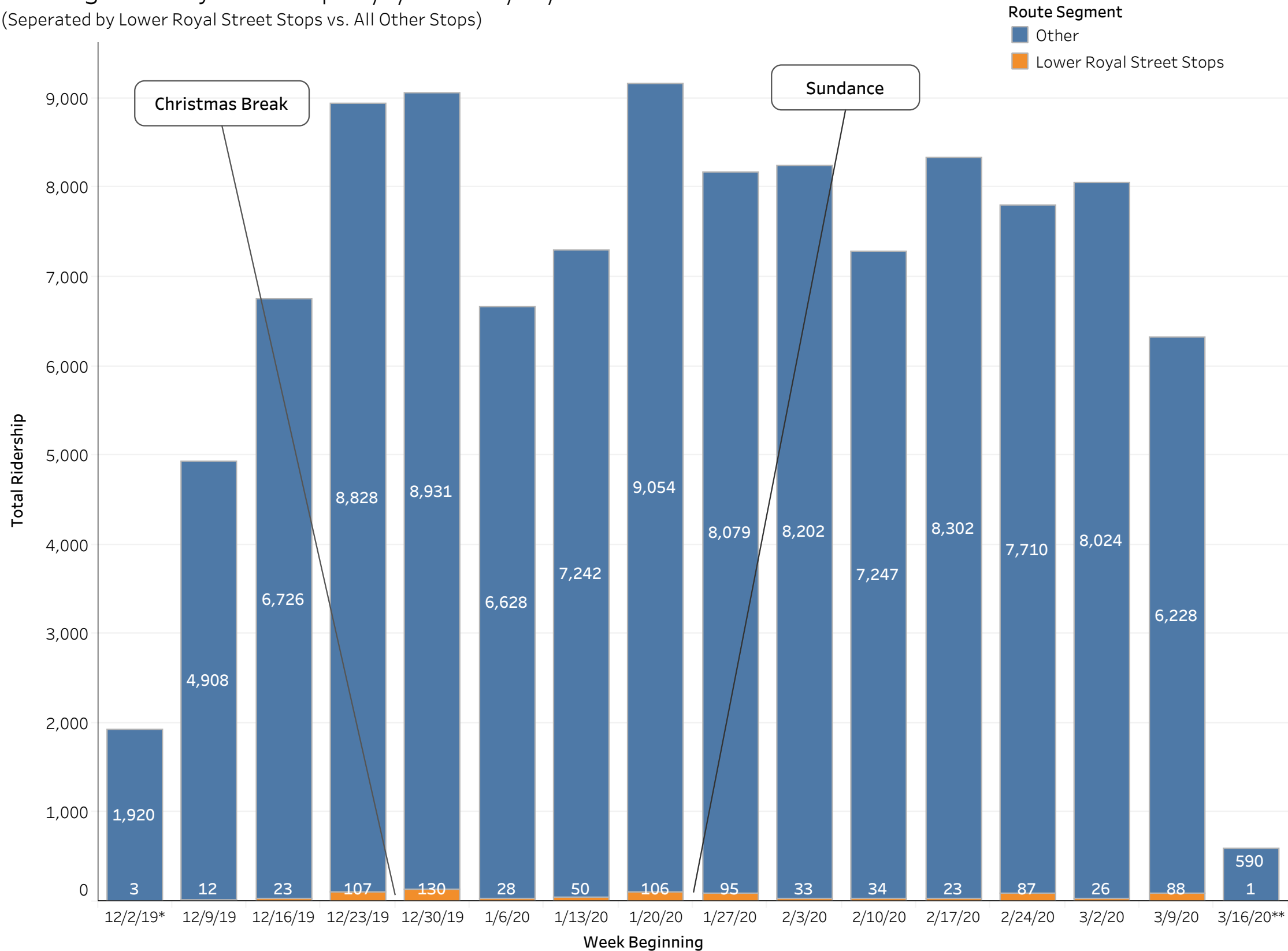
Answered: 11 Skipped: 7



ANSWER CHOICES	RESPONSES	
It would positively impact my transit experience	18.18%	2
It would negatively impact my transit experience	0.00%	0
It would have no impact to my transit experience	81.82%	9
TOTAL		11

4 Orange Weekly Ridership 12/6/2019 - 3/20/2020

(Seperated by Lower Royal Street Stops vs. All Other Stops)



*The week beginning 12/2/2019 only has data available beginning December 6, 2019.
**The week beginning 03/16/2020 only has data availabe through March 20, 2020.

Council Agenda Item Report

Meeting Date: December 9, 2021

Submitted by: Jazmin Perez

Submitting Department: Legal

Item Type: Staff Report

Agenda Section:

Subject:

Consideration of the Southeast Quinn's Junction Annexation Protests
(A) Public Input (B) Possible Action

Suggested Action:

Attachments:

[Southeast Quinn's Junction Annexation Protests Staff Report](#)

[Exhibit A: HCAD Protest Park City Annexation](#)

[Exhibit B: Hideout Protest Park City Annexation](#)

[Exhibit C: NB 248 Protest Park City Annexation](#)

[Exhibit D: Redus Protest Park City Annexation](#)

City Council Staff Report



Subject: Southeast Quinn's Junction Annexation
Author: David Everitt and Margaret Plane
Department: Executive and City Attorney's Office
Date: December 9, 2021
Type of Item: Administrative

Recommendation

Park City received four protests to the Southeast Quinn's Junction Annexation. The City Council should consider the protests and decide whether to deny the annexation petition or take no action. The recommendation is that the Council take no action.

Background

On October 18, 2021, the City Council accepted the [Southeast Quinn's Junction Annexation petition](#) for further consideration. The City Recorder certified the petition on October 27, 2021, starting a 30-day statutory protest window. Four protests were timely filed. (See Exhibits A-D.) State law gives the City Council discretion to consider the protests and take action at this meeting, which is the next regular meeting after the protest window closes.

The proposed annexation includes approximately 1,200 acres of property located east of Park City adjacent to SR 248. The primary property owners are Park City and United Park City Mines (UPCM). The annexation petition is the result of a long planning process and was negotiated with the primary property owner, UPCM, as part of the [Flagstaff Development Agreement in 1999](#). This Agreement was the result of an unprecedented negotiation between the City and UPCM that established clear and predictable land use entitlements and restrictions for hundreds of acres in Park City as well as within Summit and Wasatch Counties. The ability to annex the Southeast Quinn's Junction area was negotiated as part of that approval process.

Analysis

Process: Any properly filed protests to an annexation are sent to the boundary commission for consideration. Under state law, the county where the annexation is proposed is responsible for convening the boundary commission. In this case, the protests were filed by entities that do not appear to have the authority to protest. Specifically, NB 248 and Redus are not property owners or affected entities, which are requirements to protest. The Town of Hideout's protest is based on their 2020 annexation, which Fourth District Court Judge Brown has ruled is void. Because it is void Hideout is not an affected entity that can protest. And Hideout Community Advancement and Development, LLC, the owner of SS-87-B, is not authorized to protest because its property is not rural real property, which is a requirement to protest.

The composition of the boundary commission is defined by state law. The commission is seven members:

- Two elected Summit County officers, appointed by the Summit County Council.
- Two elected municipal officers from separate municipalities, appointed by a committee consisting of the mayors of each municipality in Summit County.
- Three residents of Summit County who are not county or municipal officers, appointed by the four other members of the boundary commission identified above.

If a boundary commission is created, it must hear and decide the protests at a properly noticed public meeting within 30 days. It may continue the hearing for up to 60 days. The boundary commission has some discretion in how it conducts its hearings, and because it has not yet been created, the specific hearing process has not yet known. Generally, the boundary commission's role is to consider the specific issues raised in the protests and determine, based on those issues, if the proposed annexation complies with state law and the City's annexation policy plan, and if the proposed annexation conflicts with the annexation policy plan of another municipality.

After the conclusion of the hearing, the boundary commission has 30 days to issue a written decision. The commission may approve the proposed annexation and impose conditions or make modifications as part of the approval. Or the commission may disapprove the annexation. The boundary commission's decision may be appealed to the district court within 20 days.

After the appeals process is over, the proposed annexation comes back to the City and proceeds consistent with the final decision from the boundary commission process.

Summary of the Protests: The protests were filed by the Town of Hideout; Redus, LLC (a Wells Fargo Bank subsidiary); NB 248, LLC; and Hideout Community Advancement and Development, LLC. All four protests allege that the petition is defective because it lacks the signatures of all owners of "rural real property" located within the annexation area, as that term is defined by state law. However, none of the properties in the annexation area meets the definition of "rural real property."

Other allegations in the protests include:

1. The annexation creates unincorporated island(s) and peninsula(s) in violation of state law. (NB 248; Hideout.) This allegation assumes that the Town of Hideout's 2020 annexation is valid. However, the Fourth District Court's ruling that Hideout's annexation is void means that it is as if the annexation never happened. The Southeast Quinn's Junction Annexation therefore does not need to account for Hideout's failed annexation.
2. The annexation is being done for an improper purpose, specifically to impair the ability of another municipality to annex the same area or to impair another municipality's ability to obtain revenue. (NB 248; Hideout.)
3. The signature on the petition does not support the inclusion of the property covered by the development agreement in the annexation petition. (NB 248; Redus.)

The protestors allege other deficiencies that they claim should invalidate the annexation.

Options for Council's Consideration

The City Council may deny the annexation or take no action and allow it to proceed. If the Council denies the annexation, then it must send notice of that denial to the petition sponsor, the boundary commission, and the four entities that filed the protests within five days of the denial. If the Council allows the protest to proceed, then the City Council may not take any action on the annexation petition until any boundary commission process is complete.

Staff recommends the Council take no action and allow the process to proceed.

Department Review

This report was reviewed by Planning, Legal, and Executive departments.

Exhibits

- A. HCAD Protest
- B. Hideout Protest
- C. NB 248 Protest
- D. Redus Protest

November 24, 2021

VIA CERTIFIED MAIL, US MAIL and HAND DELIVERY

Michelle Kellogg
City Recorder
Park City Municipal Corporation
445 Marsac Ave
Park City, UT 84060

Summit County Clerk
Summit County Boundary Commission
c/o Evelyn Furse
60 North Main Street
Coalville, UT 84017

Re: Statutory Protest

Dear Ms. Kellogg and Ms. Furse:

Pursuant to Utah Code Ann. §10-2-407, Hideout Community Advancement and Development LLC (HCAD) hereby protests the Southeast Quinn's Junction annexation initiated by Park City Municipal Corporation on or about October 15, 2021 (the "Annexation").

HCAD is the record owner of the real property described on the attached Exhibit A, which real property is purportedly included within the Annexation. The subject property is "rural real property" as defined in Utah Code Ann. § 10-2-401 (j). Specifically, the subject property is zoned for agricultural purposes and does not includes residential units with a density greater than one unit per acre. Given this classification, HCAD's signature is a statutorily required, and to the extent the sponsor of the Annexation believes it is holding an authorization, any such authorization is expressly withdrawn by this notice and protest.

According to our review of the material submitted by the sponsor of the Annexation, no owner has provided the statutorily required signature for the annexation of land owned by HCAD as required by Utah Code Ann. §10-2-403(3). Pursuant to Utah Code Ann. § 10-2-408, the municipal legislative body must deny the application for lack of written consent from the owners of rural real property. Failure by the municipal sponsor of the

Annexation to act in accordance with its statutory requirements may damage HCAD, in a way that would be compensable at law.

We respectfully request that the Annexation be denied at the next regularly scheduled meeting of the municipal legislative body. Should the municipal legislative body fail to do so, we request a hearing before the boundary commission as allowed by Utah Code Ann. § 10-2-407, and reserve the right to seek all other legal and equitable remedies, including the right to raise other claims related to the deficiencies associated with the Annexation, including items raised by other protesters.

Below is the contact information for this protest:

Hideout Community Advancement and Development L.L.C.
2265 East Murray Holladay Road
Holladay, UT 84117

With a copy to:

Bruce Baird
2150 South 1300, Fifth Floor
Salt Lake City, UT 84106
bbaird@difficultdirt.com

Sincerely,
Hideout Community Advancement and
Development L.L.C.

By: 

cc: Margaret Plane, Esq.
Margaret Olson, Esq.

EXHIBIT A
Legal Description

PARCEL 1:

A parcel of land located in the Northeast quarter of Section 1, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point on the Southerly right-of-way line of Highway U-189 and located South 00°34'37" West 975.18 feet and East 3961.53 feet from the Northeast corner of Section 2, Township 2 South, Range 4 East, Salt Lake Base and Meridian and running thence along the Southerly right-of-way line of Highway U-189 the following three (3) courses: 1) North 88°34'36" East 82.10 feet to a right-of-way monument; thence 2) South 87°45'58" East 300.64 feet to a right-of-way monument; thence 3) 379.70 feet along the arc of a curve to the right having a radius of 1679.86 feet (chord bears South 78°04'35" East 378.90 feet) to a right-of-way monument located on the Summit-Wasatch County line; thence along the Summit-Wasatch County line South 15°43'12" East 622.62 feet; thence along the Summit-Wasatch County line South 30°02'07" West 491.28 feet to County Monument 137; thence along the Summit-Wasatch County line South 07°49'47" East 152.51 feet; thence North 89°58'46" West 696.76 feet; thence North 1263.44 feet to the point of beginning.

PARCEL 1A:

An easement 20 feet wide being ten feet on either side of the centerline of an old roadway that begins at a point on the County Road located in the Richardson Flat area about 1.5 miles East of the U. S. Highway 40 overpass and about 0.5 miles from the Wasatch/Summit County line, said point lying East 3600.72 feet and South 2893.79 feet, more or less, from the section corner common to the Northeast corner of Section 2 and the Northwest corner of Section 1, Township 2 South, Range 4 East, Salt Lake Base and Meridian; thence North 32°28'54" East 57.17 feet; thence North 02°32'16" East 579.91 feet; thence North 10°53'24" East 97.08 feet; thence North 09°05'38" East 92.83 feet; thence North 03°22'04" West 62.44 feet; thence North 08°44'59" West 144.68 feet; thence North 01°30'29" West 139.38 feet; thence North 08°58'35" East 70.53 feet; thence North 17°56'05" East 131.03 feet; thence North 18°58'39" East 124.08 feet; thence North 25°01'33" East 60.70 feet; thence North 49°46'31" East 62.46 feet; thence North 86°11'15" East 55.14 feet; thence North 81°52'23" East 51.88 feet; thence South 66°02'46" East 36.13 feet, more or less, to the Westerly side line of the Richardson Flat parcel.

Affecting parcel nos. SS-87 and SS-87-B



OFFICE OF THE LIEUTENANT GOVERNOR
CERTIFICATE OF ANNEXATION

I, SPENCER J. COX, LIEUTENANT GOVERNOR OF THE STATE OF UTAH,
HEREBY CERTIFY THAT there has been filed in my office a notice of annexation from
TOWN OF HIDEOUT, dated October 16th, 2020, complying with Section 10-2-418,
Utah Code Annotated, 1953, as amended.

NOW, THEREFORE, notice is hereby given to all whom it may concern that the
attached is a true and correct copy of the notice of annexation, referred to above, on file
with the Office of the Lieutenant Governor pertaining to TOWN OF HIDEOUT, located
in Wasatch County, State of Utah.



IN TESTIMONY WHEREOF, I have
hereunto set my hand, and affixed the Great
Seal of the State of Utah this 28th day of
October, 2020 at Salt Lake City, Utah.

A handwritten signature in black ink, appearing to read "Spencer J. Cox".

SPENCER J. COX
Lieutenant Governor

NOTICE OF AN IMPENDING BOUNDARY ACTION

To: Lieutenant Governor
State of Utah

Pursuant to Utah Code Ann. § 67-1a-6.5, the Town of Hideout hereby provides notice of an approved annexation of land in Wasatch and Summit counties Utah pursuant to Utah Code Ann. §10-2-418 (3). Included with this notice are the following:

- A certified Ordinance Annexing the Silver Meadows Annexation of Approximately 350 acres into the Town of Hideout Boundary and Amending the Official Zoning Map adopted October 16, 2020.
- Annexation Plat of Summit County Tax Parcels SS-125, SS-125-C, PP-28-1, PP-28-2, & SS-86, to be recorded with Summit County Recorder.
- Annexation Plat of Summit County Tax Parcels SS-125, SS-125-C, PP-28-1, PP-28-2, & SS-86, to be recorded with Wasatch County Recorder.

The Town of Hideout hereby certifies that the above-described ordinance has been duly adopted and that all of the requirements for the annexation of the area depicted in the above-described annexation plats have been met and comply with Utah law.

ATTEST:

TOWN OF HIDEOUT, a political subdivision of the
State of Utah

By:

Alicia Fairbourne
Town Recorder, Town of Hideout

By:

Phil J. Rubin
Its: Mayor

STATE OF UTAH)
 : ss
COUNTY OF Wasatch)

The foregoing notice was acknowledged before me this 16th day of October, 2020 by Phil J. Rubin, Mayor, of the Town of Hideout, a political subdivision of the State of Utah, on behalf of said entity.

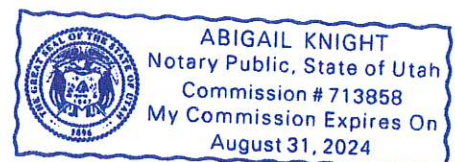
Alicia Fairbourne
NOTARY PUBLIC

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)



The foregoing notice was acknowledged before me this 16th day of October, 2020 by Alicia Fairbourne, Town Recorder of the Town of Hideout, a political subdivision of the State of Utah, on behalf of said entity.

Abigail Knight
NOTARY PUBLIC



TOWN OF HIDEOUT, UTAH

Ordinance No. 2020-10

AN ORDINANCE ANNEXING THE SILVER MEADOWS ANNEXATION OF APPROXIMATELY 350 ACRES INTO THE TOWN OF HIDEOUT BOUNDARY AND AMENDING THE OFFICIAL ZONING MAP

WHEREAS, the Town of Hideout on September 10, 2020, adopted a resolution of intent to annex land;

WHEREAS, the land is approximately 350 acres located in the Richardson Flats area of Summit County and is described in Exhibit A ("Annexation Area") attached hereto;

WHEREAS, the Annexation Area is within the Town of Hideout Annexation Declaration Area;

WHEREAS, the Annexation Area is within Summit County and such cross-county annexation is authorized by Utah Code 10-2-418;

WHEREAS, the property owner of the annexation area consented to this annexation;

WHEREAS, letters of notice were sent to "affected entities" as required by Utah Code 10-2-418;

WHEREAS, the Planning Commission held public meetings regarding the annexation, zoning associated with the annexation and the terms of an Annexation and Master Development Agreement on September 17, 2020, October 1, 2020 and October 5, 2020,

WHEREAS, on October 5, 2020, the Planning Commission forwarded a recommendation to the Town Council regarding the annexation, zoning and the Annexation and Master Development Agreement,

WHEREAS, on October 6, 2020, October 13, 2020 and October 14, 2020, the Town Council held public meetings regarding the annexation, zoning and the Annexation and Master Development Agreement finds good cause for amending Title

WHEREAS, on October 12, 2020, after proper notice, a public hearing was held on the annexation which was within not less than 30 days from the date of the Resolution of Intent to Annex;

WHEREAS, a Master Development Agreement between the Town and the Owners and Master Developer setting forth terms and conditions regarding the Annexation is herein included as "Exhibit B".

NOW THEREFORE, BE IT ORDAINED by the Town Council of the Town of Hideout, Utah, as follows:

Section 1 – Recitals Incorporated. The foregoing recitals are hereby incorporated into this Ordinance as findings of fact.

Section 2 – Annexation Approval. The Annexation Area is hereby annexed into the Town of Hideout, Utah according to the Annexation Plat executed in substantially the same form as is attached hereto as Exhibit A.

Section 3 – Annexation and Master Development Agreement (AMDA). Town Council hereby authorizes the Mayor to execute the AMDA in substantially same form as attached hereto as Exhibit B

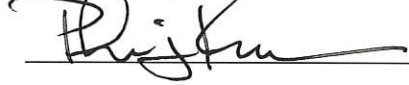
Section 4 – Compliance with State Law, General Plan and Annexation Policy Plan. This annexation meets the standards for the annexation in the Town Code, as set forth in Utah Code Title 10, Chapter 2, and the Town of Hideout General Plan and the Annexation Policy Plan. The zoning designation are existing zones within the Town Code.

Section 5 – Official Town of Hideout Zoning Map Amendment. The official Town of Hideout Zoning Map is hereby amended to include the Annexation Area as shown in Exhibit C.

Section 6 – Effective Date. This Ordinance shall take effect immediately upon passage. The annexation and recordation of the Annexation Plan and the AMDA shall be done in compliance with annexation filing requirements pursuant to Utah Code.

PASSED AND ADOPTED this 16th Day of October, 2020.

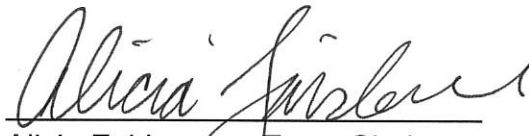
TOWN OF HIDEOUT



Philip Rubin, Mayor

Attest:




Alicia Fairbourne, Town Clerk

TOWN OF HIDEOUT, UTAH

Resolution No. 2019-07

A RESOLUTION ADOPTING A REVISED ANNEXATION POLICY PLAN

WHEREAS, State Law provides for the Town to adopt an annexation policy plan;
and

WHEREAS, the Town Council finds that the prior annexation plan is outdated
and does not conform with the goals articulated in the recently adopted General Plan;
and

WHEREAS, the Town Council desires to revise and modify the annexation policy
plan; and

WHEREAS, the Town has published notice, as required by law, of its intent to
adopt a revised annexation policy plan; and

WHEREAS, the Planning Commission held meetings and hearings to discuss the
annexation policy plan on July 18, 2019, August 1, 2019, and August 15, 2019; and

WHEREAS, the Town Council held meetings to discuss the annexation policy
plan on August 8, 2019 (hearing continued), and August 22, 2019; and

WHEREAS, the Planning Commission and the Town Council received and
considered feedback from affected entities and members of the public; and

WHEREAS, the Town Council finds good cause for adopting now adopting a
revised annexation policy plan as provided herein.

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of
Hideout, Utah, as follows:

Section 1 – Recitals Incorporated. The foregoing recitals are hereby
incorporated into this Resolution as findings of fact.

Section 2 – Revised Annexation Policy Plan. The revised annexation policy
plan attached hereto as **Exhibit A** is hereby adopted.

Section 3 – Distribution. Pursuant to Utah Code § 10-2-401.5(5), within thirty
(30) days after the date of this resolution, the Clerk is directed to forward a copy of the

revised annexation policy plan to the legislative bodies of Summit County and Wasatch County.

Section 4 – Effective Date. This Resolution will be effective when it has been published as provided by law.

WHEREFORE, Resolution 2019-07 has been **Passed** and **Adopted** by the Town of Hideout.

TOWN OF HIDEOUT



Attest:


Philip Rubin, Mayor

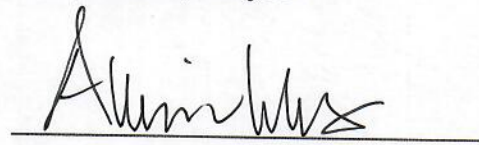
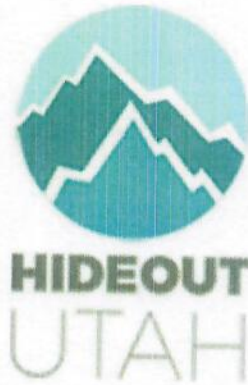

Allison Lutes, Town Clerk

EXHIBIT A
(Revised Annexation Plan)

Exhibit A



ANNEXATION DECLARATION

INTRODUCTION

Utah law requires each municipality to prepare an annexation policy or plan. This document is prepared for the Town of Hideout ("Town") to satisfy that requirement.

This annexation policy, and other policies spelled out in the General Plan, provides policy guidelines to be used by the Town Council. The annexation policy allows the Town to balance the tax base of the community by anticipating future expansion of municipal and emergency services while protecting valuable open space and sensitive environmental areas.

The Town recognizes typical annexation procedures begin with landowners and their desire to have their property included within the municipal boundaries. In certain scenarios, the Town can be the instigator of an annexation petition. Therefore, while the Town and other municipalities can plan for future annexation, the timing of municipal expansion is primarily dependent upon landowners bringing petitions for annexation to the Town for approval.

The annexation policy is also incorporated as part of the General Plan. The terms and provision of this annexation policy provide the specific criteria that will guide the Town's decision whether to grant future annexation petitions. The Town's annexation policy is subject to change from time to time through normal municipal procedures.

BACKGROUND

In the 2001 session of the Utah State Legislature, statutes governing municipal annexations were amended to include a requirement for an annexation policy or plan.

STATUTORY REQUIREMENTS

This annexation policy plan was prepared and adopted by the Town pursuant to Utah Code §10-2-401.5. If any provision of this annexation policy plan is found to be inconsistent with state law, or any other provision of law or ordinance, that provision shall be severed and all remaining portions of this annexation policy plan shall remain in full force and effect.

PURPOSES AND OBJECTIVES

In order to prepare for future expansion of municipal services, to further the goals of the General Plan, to identify public safety boundaries, to plan for an appropriate growth balance, and to preserve environmentally sensitive areas, the goals of the annexation policy plan include, without limitation:

- GOAL 1.** Increase livability and quality of life for Hideout residents by creating public spaces to congregate and recreate and by preserving the outstanding views around it.
- GOAL 2.** Enhance and expand current utilities including water, electricity, sewage, parks and telecommunications to account for current and future population growth (in cooperation with service districts and utility providers where appropriate).
- GOAL 3.** Establish the potential for additional schools within either the Wasatch or Summit School District so children can attend schools closer to Hideout and reduce their current commute time.
- GOAL 4.** Providing adequate recreational facilities for the enjoyment of Town residents.
- GOAL 5.** Protecting and enhancing, where possible, environmentally sensitive areas from inappropriate development.
- GOAL 6.** Balancing the tax base of the Town between residential housing and other types of development, including commercial.

PURPOSES FOR A WELL-DEFINED ANNEXATION POLICY PLAN

The Town Council finds that a well-defined annexation policy plan serves to bring property owners and Town officials together to formulate a land use pattern that can improve the community while allowing property owners the ability to realize the economic benefit of their property. The Town Council strives to find a balance between private property rights and community values. Objectives of property owners and the Town may sometimes differ. An effective annexation procedure can mitigate the tension often associated with the development process.

The Town encourages annexations where proper planning of an area can be completed, and premature replacement of infrastructure and improper circulation patterns can be avoided. Annexation petitions should include a specific plan for each annexation; including zoning, land use patterns, density, required infrastructure, financial analysis and other design elements.

CHARACTER OF THE COMMUNITY

Each community possesses unique characteristics that are important to protect. Such characteristics give a community a sense of place and help residents feel comfortable. A sense of pride can be established in the community by focusing on those amenities that residents value and find worthy of protection. The Town has many unique characteristics, such as its beautiful mountain views, feeling of spaciousness, peacefulness, and a sense of community. Such attributes should be protected as the Town grows.

HISTORICAL DEVELOPMENT PATTERN

The Town of Hideout was originally developed as a residential community and as a place of peace and refuge for individuals and families. Hideout seeks to be a stable and well-functioning municipality focused on its residents and the environment.

ANTICIPATED FUTURE DEVELOPMENT PATTERN

New development should be sustainable and be beneficial to the community. If development of an area of proposed annexation does not in some way further the goals of the Town, it should not occur.

MUNICIPAL SERVICES IN UNINCORPORATED AREAS

Development in unincorporated areas may pose a future burden on Town resources if they are not annexed in an intelligent manner. The area covered by this annexation policy plan is an area primarily without urban development. There is no area containing urban development within ½ mile of the Town's boundary.

Thus, before any annexation petition is approved, the Town Council should consider the Town's ability to provide adequate municipal services to unincorporated areas that may become dependent on the Town and is in the interest of residents and property owners.

EXTENSION OF MUNICIPAL SERVICES

Extension and expansion of municipal services into the Town and neighboring areas covered by this annexation policy plan may be accomplished in several ways, including, without limitation, the following:

1. **Culinary Water:** The region is currently serviced by JSSD (Jordanelle Special Service District) for culinary water. All growth and expansion should be done in coordination with, and in cooperation with JSSD. As the Town grows and annexation petitions are approved, additional water resources/delivery may be obtained by:
 - 1.1 Extension of water-main lines through installation by developers. Some extensions of water-main lines may be eligible for reimbursement through impact fees. Any extension should be planned and coordinated with JSSD.
 - 1.2 In cooperation with JSSD, plan and construct new water storage facilities through a mix of developer funds, impact fees and Town funds. New storage facilities may be needed as development occurs in the areas covered by this annexation policy plan.
 - 1.3 Developers obtaining adequate water rights for their projects and then transferring those water rights to the Town for each new development (or JSSD as applicable).
 - 1.4 The Town may require that maintenance of culinary water supply lines remain with the developer or property owners' association.
2. **Sewer:** The region is currently serviced by JSSD (Jordanelle Special Service District) for sewer services. All growth and expansion should be done in coordination with, and in cooperation with JSSD. Each new development in the Town is required to connect to a sanitary sewer system. As

the Town grows and annexation petitions are approved, the creation/expansion of a sewer system may be required. Probable service/expansion plans include:

- 2.1 Developers, who will be responsible to coordinate with JSSD to extend the sewer lines and complete any necessary upgrades to provide sewer service to new developments. Some of the extensions and upgrades may be eligible for reimbursement through impact fees. (Because of topography, developers may be required to install lift stations to transport waste water to the treatment facility. The Town may require that ownership and maintenance of such lift stations remain with the developer or property owners' association.)
- 2.2 The Town may need to plan, and coordinate with JSSD to build additional capacity to serve areas that may be annexed.
- 2.3 The municipalities, which in the eastern part of Wasatch or Summit County may need to plan and coordinate with JSSD to construct a regional waste-water treatment facility. All new sewer facilities in the Town should work cooperatively with JSSD.
3. **Electricity:** The Town does not provide municipal electric service. As the Town grows and annexation petitions are approved, the expansion of the electric system within the Town will be the responsibility of the developers in cooperation with Rocky Mountain Power or successor electric delivery entities. The location and construction of all electric lines located above or below a public street; or within a public right-of-way must be approved by the Town.
4. **Public Safety:** The public safety services in all of Hideout including the area covered by this annexation policy plan are currently provided at the county level.
5. **Solid Waste Disposal:** As areas covered by this annexation policy plan are annexed by the Town, solid waste collection and disposal service will be provided in the same manner as is used in the remainder of the Town.
6. **Recreational Facilities:** Development results in an increased demand for recreational facilities. The Town Council has adopted an acceptable level of service in connection with imposition of recreation impact fees and may propose additional active recreation areas such as playing fields and parks and will improve existing facilities to provide service to the residents of areas annexed. The Town may also provide passive recreation facilities such as trails and nature parks. Developers may be given credit toward recreation impact fees for providing recreational facilities or the land for such facilities.
7. **Coordination with Other Entities:** As the boundaries of the Town of Hideout expand, other service providers will be affected. The Town will communicate and coordinate with the following entities, and others that may be affected, when appropriate:
 - 7.1 Wasatch County
 - 7.2 Wasatch School District
 - 7.3 Rocky Mountain Power
 - 7.4 Telecommunication Providers
 - 7.4.1 Utopia Fiber
 - 7.4.2 All West Communications

7.4.3 Qwest Communications (Century Link)

7.5 Dominion Energy

7.6 Jordanelle Special Service District (JSSD)

7.7 Wasatch County Fire District

7.8 Wasatch County Sheriff's Office

7.9 Jordanelle State Park

7.10 Kamas

7.11 Park City

7.12 Summit County

7.13 Utah Department of Transportation (UDOT)

FINANCING OF SERVICES

Providing municipal services is expensive and is funded using many sources. Potential funding sources have been included in other parts of this annexation policy plan. In general, funding of extension and expansion of municipal services will include, without limitation, the following:

1. Installation of infrastructure by developers to serve new development projects.
2. Reimbursement for installation of some infrastructure from funds collected from impact fees.
3. Town sponsored improvement projects funded from Town general revenue.
4. Creation of special improvement districts.
5. Inter-jurisdictional projects in cooperation with state, county and other entities.

TAX CONSIDERATIONS

Property taxes in the Town are higher than those in the area covered by this annexation policy plan. Property taxes imposed for general county purposes are the same whether the property is within or without the boundaries of the Town. The area covered by this annexation policy plan is within County Service Areas. A comparison of the property tax rates in the year 2018 is shown in the following table:

	Unincorporated Wasatch Co. Area	Town of Hideout
Wasatch County	.001445	.001445
Central Utah Water Conservancy	.000400	.000400
State Assess/Collection	.000121	.000121

Local Assess/Collection	.000210	.000210
County Bond	.000080	.000080
Multi County Assess/Collect	.000009	.000009
Basic ST School Levy	.001666	.001666
Wasatch School District	.004762	.004762
School District Bond	.001571	.001571
Charter School Levy	.000052	.000052
Library	.000174	.000174
Wasatch County Fire District	.000538	.000538
Health	.000101	.000101
Parks and Rec General	.000241	.000241
Town of Hideout		.000437
TOTAL	.011254	.011691

Source – Wasatch County Assessor's Office

As an example of Summit County unincorporated 2018 tax rates, the Richardson Flat area taxes are shown in the table below:

	Unincorporated Summit Co. Area
Summit County	0.000831
Snyderville Basin Water	0
Local Assess/Collection	0.000169
Basin Bond	0.000291
Multi County Assess/Collect	0.000009
Basic ST School Levy	0.001666
Park City School District	0.002664
Park City Charter School	0.000039
Park City Fire District	0.000726
Mosquito	0.000030
Basin Recreation	0.000621
Municipal (County Provided Municipal Services)	0.000622
TOTAL	0.007668

Source – Summit County Auditor's Office

While Hideout has one of the lowest property tax rates in Wasatch County, the property tax burden for existing residents will likely continue to increase as property taxes are used in part to fund Town services and the Town government.

COMMENTS FROM AFFECTED ENTITIES

Representatives of affected entities as defined by state law are invited to attend public review sessions of this annexation policy plan and provide comments. Their attendance and any comments they have provided are or will be recorded in the minutes of the Planning Commission and/or Town Council and have been

considered by the Planning Commission and Town Council in connection with adopting this annexation policy plan.

The affected entities have been informed they have opportunity to provide additional information for consideration by the Planning Commission and Town Council. State law allows affected entities to submit written comments to the Town for a period of ten days after the Planning Commission public hearing. A statement addressing comments made by affected entities, and others, is attached hereto as **Appendix A**, and incorporated herein.

COMMENTS RECEIVED AT PUBLIC HEARINGS

Comments received by the Planning Commission have been recorded and filed with the minutes of any public hearing regarding the approval of this annexation policy plan and have been considered by the Planning Commission and Town Council in connection with adopting this annexation policy plan.

GAPS AND OVERLAPS WITH SURROUNDING MUNICIPALITIES

There may be gaps and overlaps between the areas covered by this annexation policy plan and similar policies adopted by neighboring municipalities. A review of other annexation policies indicates that no other municipality has an overlap with the Town of Hideout. State law does not require the gaps or overlaps in annexation policies of adjacent municipalities be eliminated.

CURRENT POPULATIONS FOR THE TOWN OF HIDEOUT AND SURROUNDING COMMUNITIES

In adopting this annexation policy plan, the Planning Commission and Town Council considered the current populations of cities in the area. Populations are expected to grow in the future, albeit at a slower rate over the next five years.

2020 ESTIMATED POPULATION

Town of Hideout	1,253
Wasatch County	32,741
Summit County	45,491
Kamas	2,246
Park City	9,358
Heber City	15,387

2012 Baseline Projections – Utah Governor’s Office of Management and Budget

FACILITIES NECESSARY TO PROVIDE MUNICIPAL SERVICES

The Planning Commission and Town Council are aware that additional facilities may be needed in order to provide municipal services to the areas covered by this annexation policy plan. The anticipated facilities have been included above under Extension of Municipal Services.

CONSIDERATION OF GENERAL PLAN

The Town Council finds that the information contained in this annexation policy plan is consistent with the goals and objectives of the other sections of the Town General Plan. This annexation policy plan promotes several of the goals of the entire General Plan.

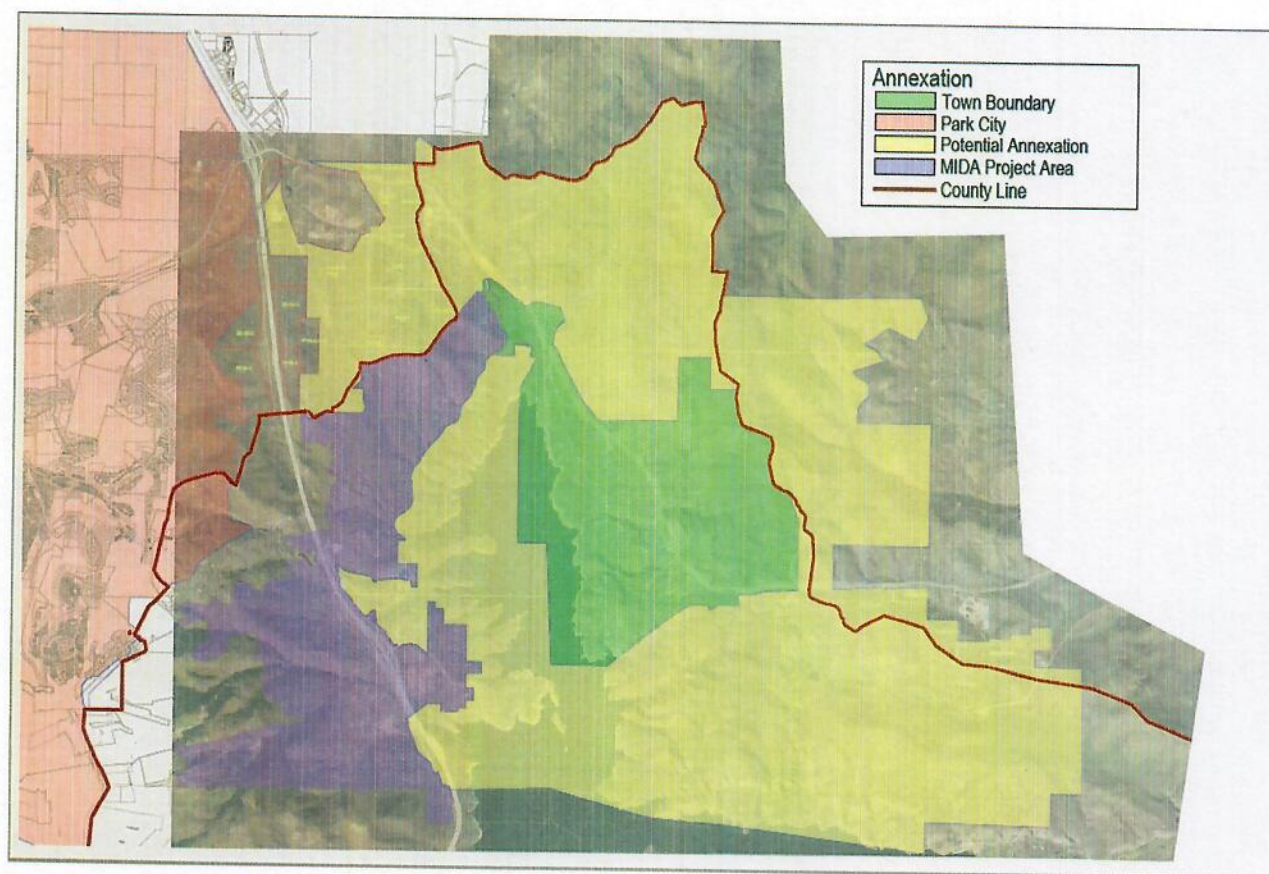
INCLUSION OF AGRICULTURAL LANDS, FORESTS, RECREATION AREAS, AND WILDLIFE MANAGEMENT AREAS

The areas covered by this annexation policy plan are primarily intended for development. But where appropriate, the Town of Hideout is committed to preserving Open Space.

ANNEXATION POLICY MAP

The area covered by this annexation policy plan showing the proposed expansion area is shown on the map in Figure 9.1. This map is an illustration of the Town of Hideout's *potential* annexation boundary and is not intended to establish precise dimensions and/or surveyed boundaries.

FIGURE 9.1 – ANNEXATION MAP

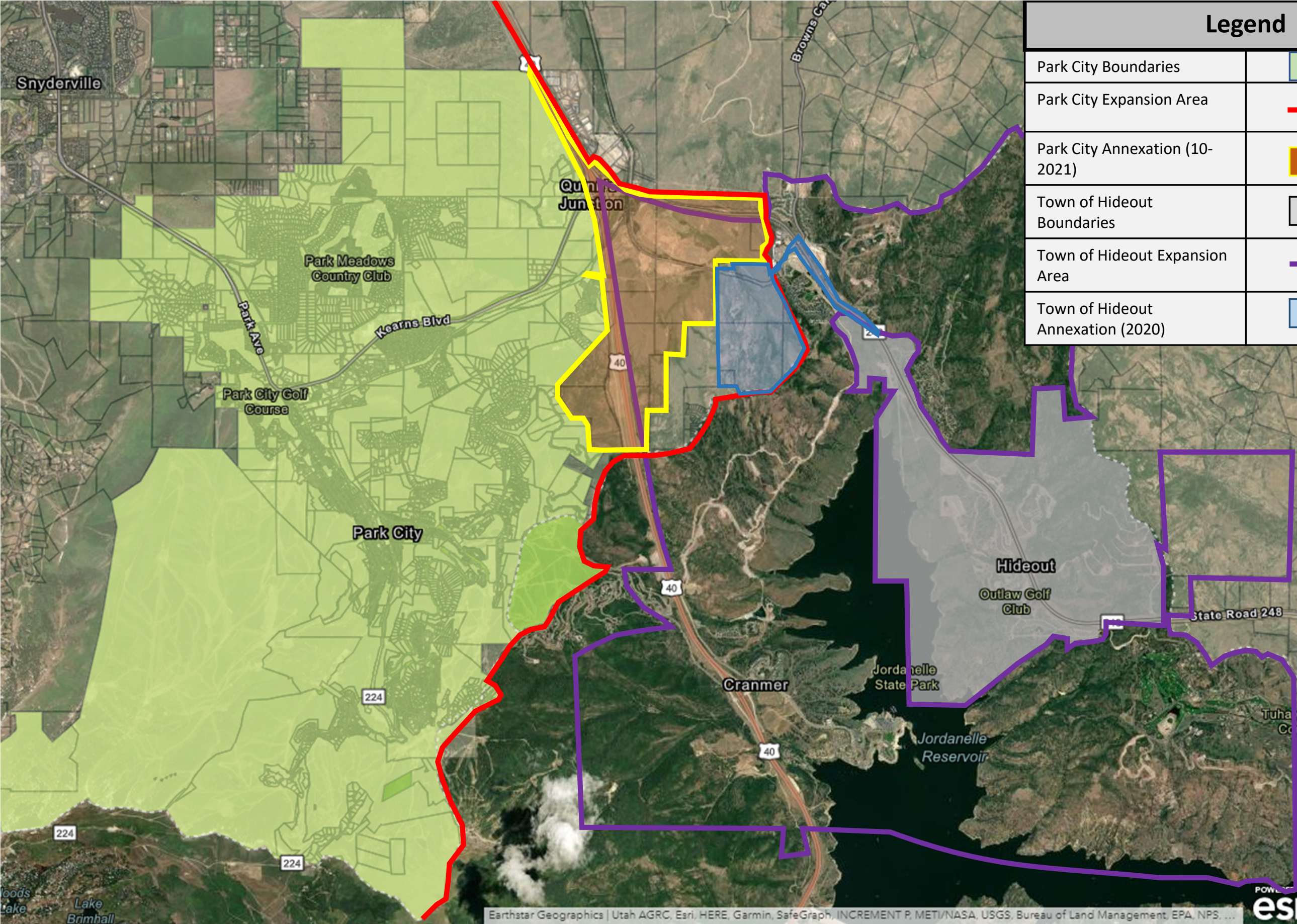


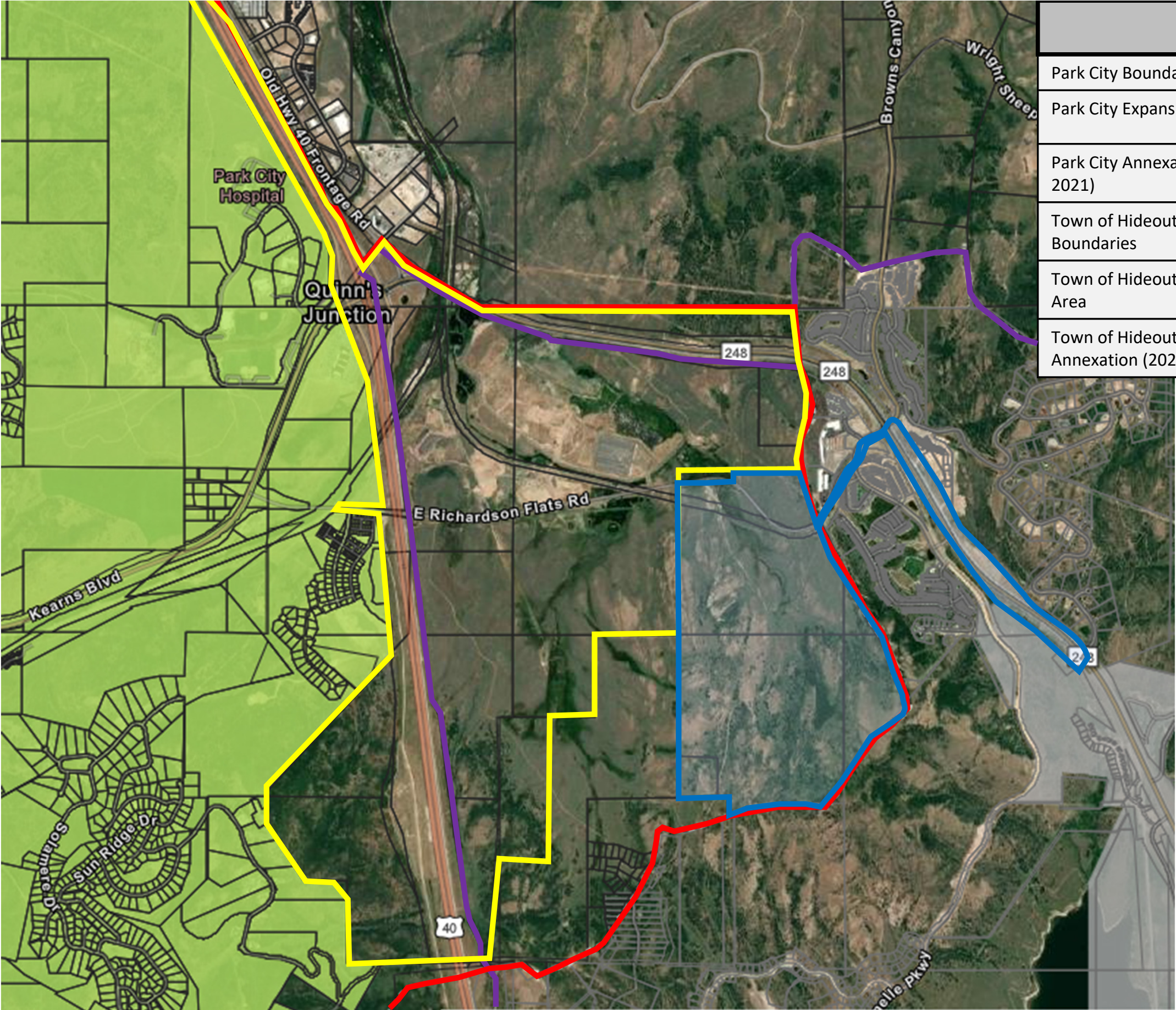
APPENDIX A – PUBLIC COMMENT

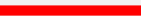
The town received formal comments from the following entities:

- **Deer Vista, LLC**
 - *Deer Vista expressed a desire to not be annexed into Hideout and requested to be removed from the Annexation Map.*
 - Hideout acknowledges Deer Vista's desire to not be annexed, and as Hideout has no interest in annexing property where the affected property owner(s) are not willing participants; we respect Deer Vista's request. Hideout has no plans to initiate any annexation of Deer Vista without consent of the owner(s).
 - Deer Vista is already in Hideout's previous Annexation Declaration (from 2008). An Annexation Map should not create islands of parcels that are not included; therefore, respectfully, Hideout will keep Deer Vista in the map. If in the future, Deer Vista's circumstances and opinion alters, Hideout would welcome an annexation application from them.
- **Summit County**
 - *Summit County objected to any property in Summit County being included in the Annexation Map. Among other things, Summit County emphasized the planning that Summit County has already engaged in regrading certain areas with the proposed annexation area. Summit County expressed concern that the Town's zoning ordinances may be inconsistent with Summit County's vision for some of the affected areas. Summit County also expressed concern that some areas within the proposed annexation area are contaminated lands and / or owned by Park City. Summit County also expressed a concern about the consequences of growth and development, including impacts on traffic on Highway 248.*
 - Some of the parcels that are included are included at the request of property owners.
 - However, in response to Summit County's request, Hideout has removed from the map some lands near Quinn's Junction.
 - While recognizing that growth will impact traffic, Hideout is working with the Utah Department of Transportation (UDOT) on a corridor plan for Highway 248. The Town plans to continue to work with UDOT, Summit County, Wasatch County, and Park City regarding regional traffic plans.
 - The Town recognizes the importance of working with its neighbors regarding planning and zoning issues and if any properties within Summit County parcels are the subject of a future Annexation Action, Hideout looks forward to collaborating with Summit County to address compatible uses and region-wide zoning goals.
 - Hideout believes that increased dialogue with regional municipal governments, including Summit County, Wasatch County, and Park City will help to ensure quality future growth.
- **Wasatch County**
 - *Wasatch County objected to some of the stated goals of the Annexation Declaration. They also expressed concerns about the noticing effects to Wasatch County if these properties are included.*
 - Hideout agrees with some of Wasatch County's comments regarding the goals of this annexation policy plan. Some of the goals are not specific to an annexation policy plan and have been removed in response to Wasatch County's comments.
 - Like Wasatch County, the Town supports of reasonable, logical and manageable growth. Hideout welcomes a better partnership with Wasatch County, and will seek to partner with Wasatch County to help foster such a partnership.

- Hideout believes that increased dialogue with regional municipal governments, including Summit County, Wasatch County, and Park City will help to ensure quality future growth.
- **JSSD**
 - *JSSD expressed concerns that Hideout may be seeking water and sewer options outside of JSSD. Further, there were concerns that JSSD would not be including in any planning for growth and capacity.*
 - Hideout acknowledges that JSSD is the water and sewer provider for the region, and Hideout has no intention to circumvent JSSD or provide services that are duplicative to those provided by JSSD.
 - Hideout has made significant changes to the annexation policy plan in response to JSSD's comments to reflect the Town's desire to continue working cooperatively and collaboratively with JSSD as the Town grows.
 - The Town expects that JSSD will be an important voice in any future annexation actions.
- **Park City**
 - *Park City expressed concerns about Hideout's the process (including notice to affected entities) which the Town employed in connection with this annexation plan. Park City also objected to Park City owned parcels being included in the annexation map. Park City also raised concerns about the joint planning between Park City and Summit County with respect to certain properties include in the annexation policy plan.*
 - In response to Park City's objection, Hideout agreed to restart the statutory process for adopting this annexation policy plan to ensure that all affected entities had a chance to provide appropriate comment.
 - Hideout has invited all our regional partners to help establish a vehicle for better dialog and cooperation.
 - Hideout has removed all Park City owned parcels from the map and have removed the parcel where the Richardson Flats parking structure exists.
 - Hideout believes that increased dialogue with regional municipal governments, including Summit County, Wasatch County, and Park City will help to ensure quality future growth.
- **Extell Mayflower Developer, LLC**
 - *Extell objected to be included in the annexation map siting land-use and jurisdictional legalities.*
 - Hideout concurs that the law gives MIDA pseudo municipality authority, and as such is immune to annexation by a neighboring municipality. Hideout has removed all MIDA property outside of Hideout's current town boundaries.
- **SkyRidge Development, LLC and Jordanelle Land Investors, LLC**
 - *Both entities objected to be included in the annexation map.*
 - Hideout understands the nature of the request and as both properties exist within the MIDA project area (a municipality by definition), Hideout has removed these properties from the map.
- **Susan S. LeGlise, Ed.D – Private Resident of Deer Mountain**
 - *Dr. LeGlise expressed concerns about the value any annexation would bring to Deer Mountain and requested that Deer Mountain to be removed from the Annexation Map.*
 - Deer Mountain is already in Hideout's previous Annexation Declaration (from 2008). An Annexation Map should not create islands of parcels that are not included; therefore, respectfully, Hideout will keep Deer Mountain in the map.





Legend	
Park City Boundaries	
Park City Expansion Area	
Park City Annexation (10-2021)	
Town of Hideout Boundaries	
Town of Hideout Expansion Area	
Town of Hideout Annexation (2020)	



Philip Rubin – Mayor
Jan McCosh - Town Administrator
Alicia Fairbourne – Town Clerk

Council Members

Chris Baier
Carol Haselton
Sheri Jacobs
Bob Nadelberg
Ralph Severini

November 24, 2021

BY HAND DELIVERY, CERTIFIED MAIL, AND U.S. MAIL

Michelle Kellogg, City Recorder
Park City Municipal Corporation
445 Marsac Avenue
Park City, UT 84060

Summit County Boundary Commission
Summit County Clerk
c/o Evelyn Furse
60 North Main Street
Coalville, UT 84017

Re: Protest by the Town of Hideout of Park City Municipal's "Southeast Quinn's Junction" Annexation Petition

Dear Ms. Kellogg and Ms. Furse:

The Town of Hideout submits this written protest to the proposed "Southeast Quinn's Junction" annexation petition initiated by Park City Municipal Corporation on or about October 8, 2021 (the Annexation"). The petition was filed with the Park City Recorder on October 15, 2021, and accepted by the Park City Council on October 18, 2021. The Annexation is improper for the following reasons, each of which is an individual basis to deny the petition and have the Annexation disapproved:

- The Annexation is defective as the sponsor failed to provide notice to a statutorily defined "affected entity" before filing a petition under Utah Code Ann. §10-2-403(2)(a)(i)(B). The sponsor purportedly provided notice to multiple affected entities, including Summit County, Jordanelle Special Service District and Park City Fire Service

District, but not the Town of Hideout. The petitioner failed to provide statutorily required notice even though the proposed area for Annexation adjoins an area annexed by the Town of Hideout, which town annexation was both certified by the Lt. Governor on October 28, 2020 and approved by election of the voters of the Town of Hideout in June 2021. A pending lawsuit on that annexation does not obviate the requirement to provide statutory notice. Although the Judge granted Summit County's motion for summary judgement to set aside the annexation in the pending lawsuit, Case 200500107, Summit County v Hideout in the Fourth District Court, all parties and the Judge acknowledged that the case will be appealed and ultimately decided by the appellate courts. As of November 24, 2021, the Parties are awaiting a hearing to be set for the Judge to make determination of final judgment so the case can be appealed. Furthermore, the lawsuit had a pending motion for reconsideration being considered by the Court when Park City's annexation petition was initiated and accepted by the Park City Council. The Court hearing on the motion of reconsideration didn't occur until October 26, 2021, which is after Park City's initiation of this annexation.

- The timing of Park City's Annexation is an attempt to nullify Hideout's annexation while Case 200500107 is being litigated. Park City Municipal has been sitting on annexing Southeast Quinn's Junction since June 1999. Park City failed to take the steps to annex this area for over twenty-two (22) years. There is no reason now that Park City's annexation attempt cannot wait a little longer until after a decision by the Utah Courts. If the appellate courts support Hideout's annexation, the impact of Park City's proposed annexation are significant in terms of services and abutting jurisdictions.
- The Annexation violates Utah Code Ann. § 10-2-402(4) in that the purpose of the annexation is to "retard the capacity of another municipality to annex the same or related area. . ." The Annexation also violates Park City Municipal Code Section 15-8-1 Purpose, "In meeting the goals of Park City's annexation policy plan, contained herein, the Planning Commission and **City Council shall strive to avoid gaps between or overlaps with the expansion Area of other municipalities**" (emphasis added) and Section 15-8-1 (K), "In general, the City does not favor annexation of territory that should be located within another municipality. nor does it favor the annexation of unincorporated territory solely for the purpose of acquiring municipal revenues, **or for diminishing the capacity of another municipality to annex**" (emphasis added). As noted in the materials submitted with the petition by the sponsor, the proposed annexing municipality does not anticipate allowing development in the area identified.
- The Town of Hideout held meetings and hearing to include this area in its Annexation Declaration Area starting on July 19, 2019, and Hideout adopted its Annexation plan area on August 22, 2019. Meanwhile, Park City held their first public hearing on August 28, 2019, to expand their annexation declaration area to include the area which overlaps with Hideout's area after Hideout adopted their plan. Park City then rushed through their adoption of this area into their expansion area adopting it in a mere 13 days. Thus, since 2019, significant portions of the area sought to be annexed are included within the annexation expansion area of the Town of Hideout and the petition here is an overt effort to deprive the residents of the Town of Hideout and some of the property owners of the ability to make productive use of the below described lands.

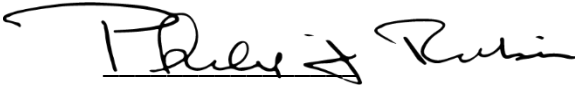
- Park City fails to follow its own code Section 15-8-5(E) which requires a comprehensive review of all Property within 1 ½ miles of the annexation (“A comprehensive land Use review and analysis of Property surrounding the proposed annexation must be completed and submitted with the annexation petition. This analysis of surrounding Property shall be in sufficient detail for the City to determine the long term community impacts of the proposed annexation on these Properties. **This analysis must include, but is not limited to, all Property within one and one-half (1 and 1/2) miles of the boundaries of the proposed annexation.**” (emphasis added)). The petition lacks the analysis related to areas within 1 ½ miles.
- Parcels identified by the county assessor by parcel numbers SS-88, SS-87, SS-87-B, and PP-28-A each is in the Rural Residential, Mountain Remote, and Hillside Stewardship zoning districts. The allowed uses and densities in those zoning districts qualify each as rural real property, for which a property owner written “signature” is required by Utah Code Ann. 10-2-403(3)(b)(ii) and -408(2)(a). The lack of the required signatures invalidates the Annexation.
- The proposed annexation fails because there is no evidence that the sponsor of this proposed annexation consists of at least 1/3 of the value of all private real property within the area as required by Utah Code Ann. 10-2-403 (3)(b)(iii) and Park City Municipal Code 15-8-3(A)(1).
- The Annexation will both leave and create an unlawful unincorporated island and unincorporated peninsula, both prohibited by Utah Code Ann. 10-2-402(1)(b) and (c). These features are both north, south and east of the area sought to be annexed.
- A municipality-initiated annexation is required to be pursued in accordance with Utah Code Ann. § 10-2-418. The Annexation does not qualify for an annexation under this section and the effort to contort the Annexation into a Section 403 annexation is unlawful and ultra vires.

The Town of Hideout reserves the right to identify additional bases for rejection under law and at any hearing should the municipal legislative body not deny the annexation pursuant to Utah Code Ann. §10-2-407(5)(a). This protest has been authorized by the legislative body of the Town of the Hideout. The contact person to receive notices relative to this protest is:

Town of Hideout
c/o Polly McLean
10860 No. Hideout Trail
Hideout, UT 84036

With a copy to:
Town of Hideout
c/o Alicia Fairbourne, Town Clerk
10860 No. Hideout Trail
Hideout, UT 84036

Respectfully submitted,
Town of Hideout

A handwritten signature in black ink, appearing to read "Phil Rubin", with a large, sweeping flourish at the beginning.

Mayor Phil Rubin

cc. Margaret Olson, Esq.
Margaret Plane, Esq.

Attachments:

Exhibit 1, Hideout Resolution 2019-07, Adopting a Revised Annexation Policy Plan, Adopted August 22, 2019.

Exhibit 2, Map of Area.

Exhibit 3, Certification of Annexation of Silver Meadows

November 24, 2021

VIA CERTIFIED MAIL, US MAIL, and HAND DELIVERY

Michelle Kellogg
City Recorder
Park City
445 Marsac Ave.
Park City 84060

Summit County Clerk
Summit County Boundary Commission
c/o Evelyn Furse
60 North Main Street
Coalville, UT 84017

Re: Annexation Protest

Dear Ms. Furse and Ms. Kellogg:

NB 248 LLC, the counterparty to a purchase contract for the purchase of real property included within the proposed Southeast Quinn's Junction annexation initiated by Park City Municipal Corporation on or about October 15, 2021 (the "Annexation") hereby submits this protest in accordance with Utah Code Ann. §10-2-407. Protester identifies the following main reasons for its protest:

1. Signature. The Annexation petition lacks the required signature of the owner of all of the land, or at least the statutorily required owners, identified within the Annexation. The Annexation purports to include area known as Richardson Flats and includes a signature to a development agreement from 2007 as a proxy for the required signature. The 2007 signature did not expressly authorize any annexation, let alone the Annexation. The 2007 development agreement lacks details, legal descriptions or statutorily required language to allow an annexation under current law.
2. Rural Real Property/Value. The Annexation fails to meet the requirements of Utah Code Ann. §10-2-403(3)(b), including provisions relating to the land's status as "rural real property." Assessor parcels numbered SS-87, SS-88, SS-87-B and PP-28-A is each zoned for agricultural use and meets

the density requirements to be classified rural real property under Utah Code Ann. §17B-2a-1107. The Annexation also fails to include signatures for owners of at least 1/3 of the value of the private real property within the proposed Annexation. See Utah Code Ann. §10-2-403(3)(b)(iii).

3. Accurate Map. The sponsor's petition includes multiple maps, including a map showing a proposed annexation of all of assessor numbered parcel SS-87 yet the proposed plat appears to exclude a portion of SS-87. The inconsistent mapping violates Utah Code Ann. §10-2-403(2)(a)(ii).
4. Part Parcel. Utah law does not allow annexation of a portion of a parcel, without the consent of all owners. The Annexation proposes to annex a portion of assessor numbered parcel SS-87 but does not appear to include land in the same parcel number north of State Road 248, and may not by law include SS-87-B because of the failure to obtain the signature of Hideout Commercial Development and Advancement L.L.C. The failure to obtain signatures from all owners for this parcel is contrary to Utah Code Ann. §10-2-402(3), and the Annexation proposes an impermissible partial annexation of a portion of SS-87.
5. Island, Peninsulas. The Annexation will both leave and create an unlawful unincorporated island and unincorporated peninsula, both prohibited by Utah Code Ann. 10-2-402(1)(b) and (c). These features are both north, south and east of the area sought to be annexed.
6. Improper Purpose. Annexation may not be used to prevent development or to impair the ability of another municipality to obtain revenue. Utah Code Ann. §10-2-402(4). The sponsor's purpose is expressly anti-development and to harm the neighboring Town of Hideout.
7. Failure to meet the requirements of Section 418. With Park City as the sponsor this annexation may only be allowed under Utah Code Ann. §10-2-418. The municipal sponsor is not able to meet the requirements of this section of code and the effort to masquerade as a Section 403 annexation is improper and inconsistent with the requirements of state law.

The protester requests that the municipal legislative body deny the petition for the Annexation in accordance with state law. Absent that, a hearing must be provided in accordance with the provisions of Utah Code Ann. §10-2-409. Protester reserves the right to raise other statutory deficiencies as they become known and to present arguments at any court or boundary hearing.

Below is the contact information for this protest:

NB 248 LLC
2265 East Murray Holladay Road
Holladay, UT 84117

With a copy to:

Bruce Baird
2150 South 1300, Fifth Floor
Salt Lake City, UT 84106
bbaird@difficultdirt.com

Sincerely,

A handwritten signature in dark ink, appearing to read 'Bruce Baird', with a long, sweeping horizontal line extending to the right.

NB 248 LLC

cc: Margaret Olson and Margaret Plane

November 24, 2021

VIA US MAIL and HAND DELIVERY

Michelle Kellogg
City Recorder
Park City Municipal Corporation
445 Marsac Ave
Park City, UT 84060

Summit County Clerk
Summit County Boundary Commission
c/o Evelyn Furse, Esq.
60 North Main Street
Coalville, UT 84017

Re: Utah Code Ann. §10-2-407 Protest

Dear Ms. Kellogg and Ms. Furse:

Pursuant to Utah Code Ann. §10-2-407, Redus Park City, LLC, a subsidiary owned by the judgment creditors in Case No. 156500424, Third Judicial District Court, and which judgment is of record as Entry No. 01016864, dated April 16, 2015, in the records of the Summit County Recorder, hereby protests the Southeast Quinn's Junction annexation initiated by Park City Municipal Corporation (the "Annexation").

Redus as the subsidiary of the judgment creditors and authorized party to act relative to the real property interests in Summit County Utah, held by the judgment creditors, hold lien and judgment interests in some of the lands identified in the Annexation. In particular, the Annexation purports to have written consent for the annexation of the real property described on the attached Exhibit A¹, which real property is the subject of both a writ of execution issued by the Third Judicial District Court in Case No. 156500424 and a notice of attachment and levy issued and recorded by the Summit County Sheriff as a Notice of Real Estate Levy recorded as Entry No. 01177916 on November 18, 2021 with the Summit County Recorder. By virtue of these interests, the entity purported in the Annexation to have provided consent in writing as to the lands described

¹ The Annexation excludes a portion of the land described in Exhibit A, which serves as an independent basis to reject the Annexation. Utah Code Ann. 10-2-402 prohibits the annexation of less than a parcel without meeting certain statutory requirements. Those, and other requirements of Section 402, are not met by the Annexation.

in Exhibit A, has not provided lawful or written consent, lacks capacity to do so, and to the extent any prior consent has been provided, such consent is hereby withdrawn.

Moreover, the land described in Exhibit A is "rural real property" as defined in Utah Code Ann. § 10-2-401 (j) and as such requires explicit written consent, notwithstanding any other provision of Utah Code Ann. 10-2-403(3). Accordingly, pursuant to Utah Code Ann. § 10-2-408, the municipal legislative body must deny the application for lack of written consent from the owners of rural real property, and for the other deficiencies identified herein. Should the municipal legislative body fail to do so, Redus requests a hearing before the boundary commission as allowed by Utah Code Ann. § 10-2-407, and reserves the right to seek all other available remedies or to advance arguments on other deficiencies in the Annexation.

Below is the contact information for this protest:

Redus Park City LLC
333 Market Street, 17th Floor
San Francisco, CA 94105
Attention: David Ash

With a copy to:

Snell & Wilmer L.L.P.
Attention: McKay Ozuna
15 West South Temple, Suite 1200
Salt Lake City, UT 84101

Sincerely,
Redus Park City LLC

By: 
DAVID L. ASH

cc: Margaret Plane, Esq.
Margaret Olson, Esq.

EXHIBIT A
Legal Description

Summit County Tax Parcel SS-87:

All of Section 1, Township 2 South, Range 4 East, Salt Lake Base and Meridian lying west of the Summit County - Wasatch County Line, which is more particularly described as follows:

Beginning at the Northwest Corner of said Section 1, thence the following two (2) courses coincident with the north line of said Section 2, 1) South 89°28'26" East 2666.21 feet to the North Quarter Corner thereof; 2) South 89°56'55" East 1874.61 feet to the point of intersection with the Summit – Wasatch county line; Thence the following four (4) courses coincident with said County Line, 1) South 03°34'52" East 596.40 feet; 2) South 15°40'52" East 1085.46 feet; 3) South 30°05'08" West 491.21 feet; 4) South 07°47'44" East 581.66 feet to the point of intersection with the Center Quarter Section Line; Thence North 89°47'09" West 2073.53 feet coincident with said Quarter Section line to the number 5 rebar and cap stamped "Alliance" which is monumentalizing the Center Quarter Corner thereof; Thence South 00°46'27" West 2669.63 feet coincident with the Center Quarter Section line to the North Quarter Corner of said Section 1; Thence the following two (2) courses coincident with south and west lines of said Section 1, 1) North 89°27'15" West 2652.15 feet to the Southwest Corner thereof; 2) North 00°37'20" East 5304.46 feet to the point of beginning.

Less and Excepting therefrom the following more or less five (±5) parcels of land;

- 1) All of the Southeast Quarter of said Section 1.
- 2) All of Summit County Tax Parcel SS-87-B, described in that certain Special Warranty Deed from United Park City Mines Company to Jordanelle Special Service District, recorded August 27, 2002 as Entry 00630270, in Book 1468, at Page 1153 of the Summit County Records.
- 3) Any portion thereof lying and situate within the boundaries of SR-248, Utah Department of Transportation Project Number NF-61, along with any portions lying and situate within the bounds of those particular parcels of land described in that certain Amended Complaint in Condemnation recorded September 04, 1996 as Entry 00461947, in Book 990, at Pages 22-75 of the Summit County Records.
- 4) All of Summit County Tax Parcel SS-86-91-UP-X, described in that certain Quit Claim Deed recorded February 22, 2006 as Entry 0769412, in Book 1772, at Page 483 of the Summit County Records.
- 5) Any portion thereof lying and situate within the boundaries of Richardson Flat Road which is also known as State Road Commission Project FAP-93-B and described in that certain Quit Claim Deed recorded March 08, 1930, as Entry 44348, in Book F, at Page 182, of the Summit County Records.

TOGETHER WITH,

Summit County Tax Parcel SS-88:

All of the East Half of Section 2, Township 2 South, Range 4 East, Salt Lake Base and Meridian lying east of US Highway 40, Utah Department of Transportation Project Number NF-19, which is also known as Summit County Tax Parcel SS-92-A-X, described in that certain Amended Complaint in Condemnation recorded September 04, 1996 as Entry 00461947, in Book 990, at Pages 22-75 of the Summit County Records, which is more particularly described as follows:

Beginning at the Northeast Corner of said Section 2, thence South 00°37'20" West 5304.46 feet coincident with the east line of said Section 2 to the Southeast Corner of said Section 2; Thence South 89°49'26" West 1426.87 feet coincident with the south line of said Section 2 to the point of intersection with the east right of way of U.S. Highway 40 (U.D.O.T Project Number NF-19 (13); Thence the following eleven (11) courses coincident with said easterly right of way, 1) North 07°00'58" West 2014.69 feet to a right of way monument; 2) North 07°01'31" West 735.04 feet to a right of way monument; 3) North 07°00'41" West 599.61 feet; 4) North 01°35'19" East 203.30 feet; 5) North 07°17'03" West 47.94 feet to a number five rebar and cap stamped "Alliance"; 6) North 07°03'54" West 150.63 feet to a number five rebar and cap stamped "Alliance"; 7) North 07°00'58" West 206.41 feet; 8) North 03°03'08" West 110.14 feet to a point of curvature; 9) Northerly 385.39 feet along the arc of a 2406.48 foot radius curve to the right (center bears North 86°56'52" East) through a central angle of 09°10'33" to a point of tangency; 10) North 05°49'23" East 203.62 feet; 11) North 25°42'29" East 761.81 feet to a point on the north line of said Section 2; Thence South 89°49'54" East 1582.28 feet coincident with said north line to the point of beginning.

Less and Excepting therefrom the following more or less five (±5) parcels of land;

- 1) Any portion thereof lying and situate within the boundaries of SR-248, Utah Department of Transportation Project Number NF-61, along with any portions lying and situate within the bounds of those particular parcels of land described in that certain Amended Complaint in Condemnation recorded September 04, 1996 as Entry 00461947, in Book 990, at Pages 22-75 of the Summit County Records.
- 2) All of Summit County Tax Parcel SS-86-91-UP-X, described in that certain Quit Claim Deed recorded February 22, 2006 as Entry 0769412, in Book 1772, at Page 483 of the Summit County Records.
- 3) All of Summit County Tax Parcel SS-91-UP-X, described in that certain Quit Claim Deed recorded September 30, 2005 as Entry 752618, in Book 1738, at Page 696 of the Summit County Records.
- 4) Any portion thereof lying and situate within the boundaries of Richardson Flat Road which is also known as State Road Commission Project FAP-93-B and described in that certain Quit Claim Deed recorded March 08, 1930, as Entry 44348, in Book F, at Page 182, of the Summit County Records.

- 5) The Southeast Quarter of the Southeast Quarter of Section 2 and East 334.00 feet of the Southwest Quarter of the Southeast Quarter of Section 2, Township 2 South, Range 4 East, Salt Lake Base and Meridian. Being described as Parcel 1 in that certain Special Warranty Deed recorded December 17, 2014 as Entry 01009165, in Book 2271, at Page 520 of the Summit County Records.

TOGETHER WITH,

Summit County Tax Parcel PP-28-A:

All of the Northwest Quarter of the Northwest Quarter of Section 12, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Council Agenda Item Report

Meeting Date: December 9, 2021

Submitted by: Kirsten Darrington

Submitting Department: Budget, Debt & Grants

Item Type: Staff Report

Agenda Section:

Subject:

FY2022 City Manager's Recommended Budget: Operating Budget and Fee Schedule Amendments
(A) Public Hearing (B) Continue to December 16, 2021

Suggested Action:

Attachments:

[FY 22 Budget Amendments Staff Report](#)

[Exhibit A: FY 22 Adjusted Budget Adoption Ordinance](#)

[Exhibit B: Park City Fee Schedule](#)

City Council Staff Report



Subject: Fiscal Year 2022 Mid-Year Budget Adjustment
Author: Jed Briggs, Erik Daenitz, Penny Frates, Kirsten Darrington
Department: Budget
Date: December 09, 2021
Type of Item: Administrative

Recommendation

Review and consider the FY22 mid-year budget update and additional requests outlined in this report. Recommendations respond to changes in the operating environment and economy and are targeted to further progress on community goals and customer service. The FY22 Adjusted Budget adoption is scheduled to return for Council consideration and adoption on December 16, 2021.

Executive Summary

In the aggregate, revenues for the General Fund continue their incredibly strong trend and came in much higher than expected even 6 months ago when final estimates were made. Specifically, sales tax revenues from July through September are exceptionally strong, almost \$800k more than anticipated, and even 32% higher than the previous fiscal year. All other General Fund revenues are holding steady or slightly higher as well. This revenue rebound provides confidence to recommend and consider mid-year budget adjustments to enhance and meet service delivery needs.

Concurrently, Utah's economy continues to soar and unemployment is at its lowest rate in 15 years. Locally, the cost of living in Park City continues its almost meteoric rise and the housing market at an all-time high. Making matters more difficult for local employers are the increasing and inflationary costs for general services and contracts, and for supplies and equipment. This has created difficulty for estimating annual costs, and especially for recruitment and retention of labor.

In particular, the pay plan increases in the FY22 budget reflected a major and strategic commitment to addressing the increasingly competitive labor market. Upon reflection, the timing of that decision was incredibly fortunate because, since then, the situation has become even more challenging. In addition, the data used to increase pay was compiled before the COVID-19 pandemic, so that has created complications in some areas in particular.

Overall, the six month budget review is incredibly positive and provides an opportunity to consider adjusting several positions not recommended in the original Mercer study. This report also makes a host of other technical adjustments and changes to both operating and capital budgets. In most cases, positions adjustments are front-line positions, seasonal and temporary positions, a few highly-skilled positions, and law enforcement, and capital and operating requests are responses to changing conditions not foreseen six months ago.

Fortunately, the majority of the budget adjustments can be offset due to increased revenues, grants received, and/or expense decreases.

Revenue Analysis

Higher-than-anticipated sales tax revenues continue to reflect a very strong economic period of growth and reward tourism-related and amenity rich communities. Park City's financial success over the past several years is consistent with many western resort towns, and a strong winter season is anticipated across all revenue sources.

For example, first quarter FY22 yielded \$800k more in sales taxes than estimated in July. This is a 26.8% increase over FY20 (non-Covid year) and previously our highest year ever. This financial success provides additional resources to reinvest toward customer service delivery.

General Fund Realized Sales Tax Revenues vs. Budgeted Sales Tax Revenues						
Monthly	5 Yr Average	FY20 Realized	FY21 Realized	FY22 Budget	FY22 Realized	FY22 \$ Variance from Original Budget
July	\$748,225	\$890,546	\$767,523	\$664,517	\$1,047,907	\$280,384
August	\$731,810	\$839,320	\$777,490	\$893,477	\$1,171,593	\$394,102
September	\$774,984	\$912,173	\$991,597	\$896,914	\$1,132,767	\$141,170
October	\$589,446	\$715,887	\$735,086	\$740,255		
November	\$678,023	\$820,365	\$995,487	\$685,164		
December	\$1,667,117	\$1,877,541	\$1,709,314	\$1,593,658		
January	\$1,902,194	\$2,167,578	\$1,587,251	\$1,593,658		
February	\$1,770,231	\$1,936,051	\$1,915,684	\$1,761,076		
March	\$1,512,372	\$1,292,639	\$2,175,133	\$2,124,877		
April	\$427,622	\$368,103	\$792,166	\$810,883		
May	\$427,538	\$391,036	\$742,106	\$688,812		
June	\$636,453	\$633,760	\$1,186,465	\$880,395		
Total	\$11,866,015	\$12,845,001	\$14,375,301	\$13,333,686	\$3,352,268	\$815,657

Workforce Challenges and Response

Employee recruitment and retention continues to be a primary challenge for Park City municipal. Several mid-year personnel changes were heavily scrutinized and focused to offset part-time and seasonal staff challenges not predictable in the Mercer recommendations. In addition, the success of the Utah economy and competition for skilled labor has increased considerably since the July 2021 budget adoption.

For example, in FY21, PCMC had 11 declined job offers. Only six months into FY22, we have exceeded 12 declined, and several include highly qualified candidates for positions that are languishing vacant. Most candidates noted PCMC's salary, high cost of living, lack of affordable housing, and equal or better opportunities along the Wasatch Front.

In FY20, the average timeframe to fill a position was 53 days. That figure increased to 80 days in FY21. In FY22, several critical, hard-to-fill positions remain vacant at well over 100 days:

- Community Inspector (FKA Building Inspector) – 205 days
- Transportation Engineer – 125 days
- Building Maintenance – 124 days
- Police Officer – 92 days
- GIS Programmer and Public Utilities Engineer (Water) – multiple declined offers, even when offering top of range

Below is a summary of various operational budget adjustments, including both personnel requests and other technical corrections:

Technical Adjustments - Budget-neutral requests, with savings from within the department, another City department, or increased department revenues, to offset the FY22 expense:

- **\$28k Street Lights and Signs** – Approved in the FY22 budget but not properly reflected in the budgeting software.
- **Streets Reorganization** – Because there is a strong need for Crew Leader positions in the field, Streets recommends a vacant Streets and Stormwater III position and an underfilled Supervisor position to create two Streets and Stormwater Crew Leader positions. Promoting two current staffers encourages growth and retention of Public Works snow removal and pavement maintenance employees.
- **\$50k from Emergency Management to Police** - \$50k originally added to Emergency Management budget for part-time Traffic Operations Manager. Moving funds to the Police budget to support additional coverage during special events and peak traffic days.
- **\$22k Library** – As part of the annual accreditation process, the State reviews spending in multiple lines and categories within the Library. This year, the Library fell below the 10th percentile in spending on books and electronic resources for patrons. This increase is necessary to retain our accreditation and a high-quality experience for our patrons. This request can be funded in FY22 from savings within the overall PCMC budget.
- **\$43k Recreation**
 - \$3k in supplies for Pickleball, move from Tennis budget to MARC budget
 - \$40k for part-time wage adjustments for critical, hard-to-fill positions. This increase would allow PCMC to offer competitive wages to hire and retain staff. Recreation revenues are tracking above budget, offsetting this expense, and this is consistent with the plans in Ice and will not create internal equity issues.
- **\$6k Legal** – Office redesign to accommodate additional staff and department reorganization. One-time expense can be funded with savings from within the overall PCMC budget.
- **\$2,500 Engineering** – The Engineering printer is broken beyond repair. A new printer is necessary to continue daily operations, and the one-time expense can be funded with savings from within the overall PCMC budget.
- **\$212k Golf** – New golf cart fleet was budgeted in FY21 but due to supply chain issues, the fleet did not arrive until FY22. In order to comply with GAAP (Generally Accepted Accounting Principles), the expense must be recorded in the fiscal year that it actually occurred.
- **Transportation Operations** – Use current budget to reclass Maintenance II to Maintenance III to align with other City departments and reflect the base knowledge and skill level necessary to support the Transportation department needs.

- **\$36k Parking** – Increase part-time Parking Officer to full-time. Increasing this position will eliminate the need for the part-time role and improve customer service and increase hours of support. This request is offset by increased revenue in the Parking Department.

Transportation Fund – \$200K YTD increased revenue, \$78K FY22 Adjustment Requests

- **\$67K (FY22) Transportation Director** – Currently underfilled with a Transportation Planner, this will begin a strategic recruitment process to fulfill the Director's role. For several months, Deputy City Manager Pearce has strategically worked with the various transportation divisions to increase collaboration, communication, and long-term strategic planning. As the divisions are now better organized, now is an opportune time to fill the Director's position. Given the underfilled position, only a partial budget adjustment is necessary at \$67K.
- **\$11K (FY22) Transportation Planning Reorganization** – Create manager position to direct department needs and goals and staff. Annual increase is \$30k, but prorated for the remainder of FY22 is \$11k. This will formalize the ascension of Transportation Planning to a major department and the manager will report directly to the new Transportation Director.

Fleet Fund - \$55K

- Critical personnel adjustment is necessary to recruit and retain staff that maintains some of our most expensive and important heavy-duty operating equipment – Police Cars, Electric Buses, Plow Trucks, etc. Requesting funds to align with new benchmark from recent re-evaluation of the market and combat recent rates of attrition. Our mechanics are highly sought after given their knowledge of both electric and gas equipment throughout the region and state.

Water Fund - \$50K

- Adjustment to the GIS Programmer and Public Utilities Engineer positions. Multiple declined offers have occurred due to salary, even when top of range was offered. \$50K request meets the new benchmarks from a market re-evaluation.

General Fund - \$800K YTD increased revenue, \$767,768 FY22 Adjustment Requests

- **\$42K Ice** – A part-time wage adjustment is necessary for front-facing and hard-to-fill customer service positions. This allows Ice to offer competitive wages compared to the tourism industry and MARC. For example, starting wages in Kimball Junction are a minimum of \$15/hour, some include benefits and no experience necessary. Ice must match these wages to combat labor shortages and maintain minimum staffing levels.
- **\$80K Building Maintenance** – The City's underlying building cleaning contract is expiring at the end of the year. An RFP was issued and the new contract is \$80k more than anticipated. Building Maintenance will bring the new contract to Council in the coming weeks for review and consideration.
- **\$60K IT** – The City's technology assets have continued to increase, and replacement cycles have trended towards shorter timeframes but are fraught with supply-chain issues. The need for better management controls, documentation, storage, and security continues to increase beyond standard inflation. Requesting additional funds for contract services.
- **\$109k Self-Insurance Fund** – New premium amounts have been provided by our broker for Property, Liability and Workers Compensation. Adjusting budget to reflect

actual premium amounts. Concurrently, there is an item before you to fulfill the annual placements.

- **\$50K Human Resources** – Additional funds to supplement organizational recruitment and retention programs. These include boosting amounts for HR programs – sign-on bonuses, referral bonuses, season-completion bonuses, training, and education reimbursements. These funds are particularly important to the recruitment of FY22 seasonal and part-time vacant positions.
- **\$87K Multi-Department** – Several critical positions have been difficult to recruit and remain open, such as Community Inspectors, Mechanics, Transportation Engineer, and critical Water positions. PCMC engaged Mercer to update compensation data for the most acute of these positions and with the longest vacancies/declining applicants.
 - \$80k Building –Community Inspectors (3) vacant for 205 days
 - \$7k Engineering – Transportation Engineer vacant for 125 days
- **\$339K Police** – Police, public safety, and law enforcement in Utah and around the country are in the midst of the most competitive and challenging job market the industry has seen to date. Competition from the Wasatch Front cities/towns is now a targeted exercise, whereby other municipalities are focused on attracting long time officers from other jurisdictions with strong records of community policing and exemplary service. We have both at Park City.

Recently, Summit County undertook two budget adjustments of their own this year within the same year. We estimate the cost of those mid-year adjustments at between \$300-\$350k. The Summit County Budget under review includes a 7% increase for the Sheriff's Office.

This environment has altered law enforcement compensation rapidly, leaving Park City's wages and pay scales lagging behind other cities. Park City ranks 14 out of 19 cities/towns in terms of Senior Police Officer pay. Park City's Police compensation philosophy maintains an average of the top 1-4 cities. When the Mercer study was conducted, the Police Department's pay was competitive. Since then, however, the local market fluctuation and trends have exploded.

Over the past year, Park City Police have suffered eight vacancies and several officers are being actively recruited for higher paying positions closer to where they live. Due to Park City's cost of living, most PC officers live well outside Park City. These officers are being recruited due to their experience and commitment to supporting community goals and community policing.

Accordingly, Human Resources gathered data from surrounding areas, reviewed historical pay philosophies and benefits, and presented findings to the City's internal Compensation Committee. The Committee's recommendation targets Police compensation at the 90th percentile compared to the other cities.

The total cost to achieve the 90th percentile is \$466k. Given the strong financial position of Park City, we recommend an immediate adjustment to the 80th percentile (\$339k), and any remainder considered as part of the standard FY23 budgeting process.

Capital Fund Adjustments - Adjustments related to increased impact fee revenue or grants

- **CP0041 Trails Master Plan Implementation**
 - Increased Impact Fees by \$72,691 as a result of higher impact fee revenue than expected.
- **CP0323 Dog Park Improvements**
 - Increased Impact Fees by \$15,000 as a result of higher impact fee revenue than expected.
- **CP0292 Cemetery Improvements**
 - Increased budget by \$48,000 through the General Fund transfer. Zero-sum budget increase by reducing impact fee funding.
- **CP0531 Prospector Park Improvements**
 - Increased Impact Fees by \$198,489 as a result of higher impact fee revenue than expected. This increase is intended to fully fund the project improvements as opposed to the previous incremental strategy
- **CP0019 Library Development & Donations**
 - Increased State Contribution line item by \$6,138 after receiving a library Lender Support Grant from the State of Utah for FY22.
- **New CIP Lite Deed Restriction Program**
 - \$1M allocated to program from housing funds (internally allocates the money received from the PCFD for land to create a firehouse in the Quinn's Junction area).

Transportation Fund

- **CP0554 Emerging Tech in Transit**
 - Increased State Contribution line by \$80,000 as a result of a grant award from the Utah Department of Transportation for studying emerging technologies in transportation
 - Increased Transit Sales Tax to \$40,000 to provide matching funds for UDOT grant

Grants - Adjustments to reflect revenue from new grants or previous year rollover

- **Ice:** Requesting to rollover \$2,000 grant funds from the Solomon Fund - No programming in FY21 due to COVID
- **Library:** Requesting to rollover \$6,137 in grant funds from the State Library for a Lender Support Grant

Fee Schedule – Minor Updates

Section 5.3 Dispatching Fee

- Remove 5.3 as it is no longer relevant due to the County taking over dispatch services

Section 7.11 Garage and Surface Lot Parking Rates

- The Parking Department is requesting to eliminate the 'first hour free' in China Bridge and begin paid parking at 6 pm daily rather than 5 pm

Exhibits

A – FY22 Adjusted Budget Adoption Ordinance

B – FY22 Updated Fee Schedule

Ordinance No. ____

**AN ORDINANCE ADOPTING AN ADJUSTED BUDGET FOR FY 2022 FOR
PARK CITY MUNICIPAL CORPORATION.**

WHEREAS, Utah State law requires that city budgets be adopted by ordinance; and

WHEREAS, a public hearing was held on December 9, and December 16, 2021 at the City Council's regularly scheduled meetings, complying with State law.

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

SECTION 1. 2022 ADJUSTED BUDGET ADOPTED. The budget as outlined in the City Council Adopted Budget adopted on June 24, 2021 and with changes as summarized in the Attachments to this ordinance is hereby adopted as the Adjusted FY 2022 Operating Budget for Park City Municipal Corporation.

SECTION 2. EFFECTIVE DATE. The 2022 Adjusted Budget shall take effect upon publication.

PASSED AND ADOPTED this 16th day of December, 2021.

PARK CITY MUNICIPAL CORPORATION

Mayor Andy Beerman

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

City Attorney's Office

PARK CITY FEE SCHEDULE – Effective July 1, 2021

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SECTION 1. CONSTRUCTION AND DEVELOPMENT RELATED FEES

1.1 PLANNING FEES

1.1.1 Plat/Subdivision *

Plat Amendment	\$900.00 per application
Subdivision	\$290.00 per lot/parcel
Administrative lot line adjustment	\$300.00 per application
Extension of Approval	\$330.00 per application

Condominium

Condominium or timeshare conversion	\$450.00 per unit
Record of Survey	\$450.00 per unit
Amendment to Record of Survey	\$100.00 per unit affected
Extension of Approval	\$330.00 per application

1.1.2 Master Planned Development (MPD) Process *

Pre-Master Planned Development	\$1,200.00
<i>Application includes one formal staff review and Planning Commission review of compliance with General Plan that includes a public hearing. If applicant files for formal Master Planned Development the \$1,200 will apply toward the application fee.</i>	
Master Planned Development	\$560.00 per unit equivalent
Modification to an MPD	\$330.00 per unit equivalent

1.1.3 Conditional Use Permit (CUP) *

Planning Commission Review	\$1,140.00 per application
Steep Slope Review	\$1,330.00 per application
Administrative Staff Review	\$330.00 per application
Extension or Modification	\$330.00 per application

1.1.4 Zone Changes *

\$1,650.00

1.1.5 Board of Adjustment *

Variance	\$940.00 per application
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1.1.6 Architectural and Design Review

Historic District/Site

New residential construction <1000 sf	\$200.00 per application
New residential construction >=1000 sf	\$750.00 per application
Commercial review	\$200.00 per unit equivalent for the first 10 units \$15.00/ue after

Non-Historic District/Site

New Residential - SF/Duplex	\$200.00 per application
Multi-Family/Commercial	\$100.00 per unit equivalent up to 10 units then \$15.00/ue after
Residential Additions	\$100.00 per application
Commercial Additions	\$100.00 per unit equivalent up to 10 units then \$15.00/ue after

- 1.1.7 Historic Review *
 Historic Design Review (no increase in existing area) \$210.00
 Historic Design Review (increase in existing area) \$1,030.00
 Determination of Significance \$350.00
 Certificate of Appropriateness for Demolition \$300.00
- 1.1.8 Land Management Code Review * \$2,000.00 per application
- 1.1.9 General Plan Amendment * \$2,000.00 per application
- 1.1.10 Sign Review
 Master Sign Plan Review \$320.00
 Amendment to Master Sign Plan \$120.00
 Individual sign permit \$120.00 (\$118.80) plus 1% state tax
 Sign permit under master sign plan \$130.00 (\$128.70) plus 1% state tax
 Temporary Sign Permit \$60.00 (\$59.40) plus 1% state tax
- 1.1.11 Annexation * \$5,850.00
 Annexation Fiscal Impact Analysis \$1,550.00
plus actual cost of City approved consultant fee
 Modification to Annexation Agreement \$4,150.00
- 1.1.12 Appeals Fees *
 Appeals to Board of Adjustment \$500.00
 Appeals to City Council \$500.00
 Appeals to Historic Preservation Board \$500.00
 Appeals to Planning Commission \$500.00
- 1.1.13 TDR – Development Credit Determination \$100.00
- 1.1.14 Refund of Withdrawn Planning Applications
 In the case of a withdrawal of an application, the associated fees shall be refunded, less the actual cost for professional services rendered by City staff.
- 1.1.15 Reactivation Fee
 For projects that have been inactive by the applicant for more than six months a Reactivation Fee of 50% of orig. application fee will be assessed
- 1.1.16 Attorney or Other Professional Services
 Reimbursement for actual expense incurred
- 1.1.17 Mailing Fee
 In addition to the Application Fee listed, the Applicant will also be responsible for a separate payment for the mailing of a property notice. A \$1.00 fee will be assessed per piece of mail that needs to be sent. The specifics on which Applications require property notices to be sent and to whom can be found in Land Management Code § 15-1-21, *Notice Matrix*.

* Projects under these classifications may be assessed the additional cost of the property posting and courtesy mailing as required by Land Management Code regulations at the time of submittal.

1.2 BUILDING FEES

1.2.1 Impact Fee Schedule Impact fees are now located in the Park City Municipal Code, Title 11, Chapter 13.

1.2.2 Building Permit

Total Valuation Free – Calculated by the actual value of construction, excluding the value of on-site renewable energy systems (including solar voltaic systems, ground source heat pumps and solar hot water)

\$1.00 and up 1% of the total valuation of construction as herein above described with a minimum fee of \$15.00.

1.2.3 Plan Check Fees

a. Deposit. On buildings requiring plan checks at the time of building permit application, the applicant shall pay a deposit of \$500.00 for residential buildings; and \$2,000.00 for commercial buildings. The deposit shall be credited against the plan check fee when the permit is issued. This deposit is non-refundable in the event permits are not issued.

b. Fee. Except as otherwise provided herein, the plan check fee shall be equal to sixty-five percent (65.0%) of the building permit fee for that building. The plan check fee for identical plans shall be charged at a rate of \$54.26 per hour of total Community Development staff time. As used herein, identical plans means building plans submitted to Park City that: (1) are substantially identical to building plans that were previously submitted to and reviewed and approved by Park City; and (2) describe a building that is: (A) located on land zoned the same as the land on which the building described in the previously approved plans is located; and (B) subject to the same geological and meteorological conditions and the same law as the building described in the previously approved plans.

1.2.4 Mechanical Permit

Plus 1% State Surcharge

See fee table below. Building Department enters the total valuation for materials and labor for each sub-permit into the Fee Table to determine the permit fee.

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.0 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00

\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof
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1.2.5 Electrical Permit

See fee table below.

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.0 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

1.2.6 Plumbing Permit

See fee table below.

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.0 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

1.2.7 International Fire Code Fee Issuance Fee

\$20.00

In Addition:

Aircraft Refueling Vehicles	\$30.00
Open Burning	\$50.00
Candles and Open Flames in Assembly Area	\$50.00
Compressed Gas	\$30.00
Explosives or Blasting Agents	\$150.00
Fireworks (Displays)	\$150.00
Firework (Sales)	\$75.00
Flammable Liquids	\$15.00
Flammable or Combustible Liquid Tanks	\$130.00
Hot Work (welding)	\$15.00
Liquefied Petroleum Gases (heaters and devices up to 5 units)	\$55.00 Liquefied
Petroleum Gases (heaters and devices) each additional unit	\$11.00 Liquefied
Petroleum Gases on an active construction site (125+ gal) Assembly	\$130.00 Places of \$50.00
Vehicles (liquid or gas fueled) within a building	\$130.00
Others not listed	\$15.00

Tents, air-supported structures and trailers \$.20 per square foot. Temporary structures built to permanent standards will be subject to fees set forth in Section 1.2.2. For plans already on file and approved, the fee will be reduced to \$.13 per square foot.

1.2.8 Grading Plan Review and Permit Fees

See fee table below.

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.0 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

1.2.9 Soil Sample Fee \$100.00

1.2.10 Demolition Permit Fee

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00

\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
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\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

1.2.11 Flatwork Permit

Total valuation.

\$1.00 and up 1% of the total valuation of construction as herein above described with a minimum fee of \$15.00. Flatwork permits are subject to Plan Check fees as described above.

1.2.12 Other Inspections and Fees

Inspections outside normal business hours*	\$150.00 per hour (minimum charge 2 hours)
Re-inspection fee	\$150.00 per hour (minimum charge 1 hour)
Additional inspection services*	\$75.00 per hour (minimum charge 1 hour)
Starting work without a permit (first offense)	Double (x2) the building permit fee
Continuing work without a permit (second offense)	Quadruple (x4) the building permit fee
For use of outside consultants for plan reviews, inspections or both	Actual cost**

*Or the total hourly cost to the City, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employee involved. These services will be offered based on inspector availability.

** Actual Cost includes administrative and overhead costs.

1.3 **ENGINEERING FEES**

1.3.1 Construction Inspection Fees. Prior to receiving a building permit, a notice to proceed or plat approval, developers shall pay a fee equal to six percent (6%) of the estimated construction cost as determined by the City Engineer. In projects with private street systems that limit city inspection requirements to water, drainage, and other improvements, but not to streets, the inspection fee shall be four percent (4%) of the estimated construction cost of the improvements to be inspected as determined by the City Engineer. The city, upon notice to the developer, may charge the developer a fee of \$75.00 per man-hour to recoup costs to the city above the fee charged. The city may also charge \$75.00 per man-hour for re-inspections of work previously rejected.

1.3.2 Permit to Work in Public Right-of-Way

\$200.00 fee plus \$2,000.00 letter of credit or cashier's check plus proof of insurance

1.4 ADMINISTRATIVE CODE ENFORCEMENT (ACE) FEES

1.4.1 Civil Fee Schedule

Daily Violation Fee	\$100.00 per day
Re-inspection Fee	\$75.00

1.4.2 Operating without a Type 2 CSL \$800.00 per violation

SECTION 2. UTILITY FEES

2.1 WATER IMPACT FEES. Water Impact Fees are located in the Park City Municipal Code, Title 11, Section 13.

2.2 MONTHLY WATER METERED SERVICES FEE SCHEDULE:

2.2.1 Base Rates & Meter Price (For all water billed on or after July 1, 2020).

2.2.1.1 Single Family Residential

Meter Size	FY22 Base Rate	FY22 Meter Price
3/4"	\$53.63	\$850.78
1 "	\$72.40	\$977.82
1.5"	\$85.86	\$1,391.13

2.2.1.2 Multi-Family Residential or Commercial

Meter Size	FY22 Base Rate	FY22 Meter Price
3/4"	\$69.51	\$850.78
1"	\$117.97	\$977.82
1.5"	\$252.00	\$1,391.13
2 "	\$525.52	\$2,460.63
3"	\$1,367.65	\$2,910.96
4"	\$2,482.88	\$5,072.44
6"	\$4,680.31	\$7,891.71
8"	\$8,059.91	\$11,852.83

2.2.1.3 Irrigation

Meter Size	FY22 Base Rate	FY22 Meter Price
3/4"	\$115.19	\$850.78
1"	\$194.93	\$977.82
1.5"	\$416.41	\$1,391.13
2"	\$868.38	\$2,460.63
3"	\$2,259.77	\$2,910.96
4"	\$4,102.91	\$5,072.44
6"	\$7,734.17	\$7,891.71

2.2.1.4 Construction Base Rate: \$311.66

2.2.1.5 Necessitous

Base Rate: \$4.58

2.2.2 Water Consumption Rates. The following water consumption rates apply. Relief in the event of a leak may be granted, consistent with the leak policy.

2.2.2.1 Single Family Residential

	Block 1	Block 2	Block 3	Block 4	Block 5	Block 6
Price per 1,000 gallons	\$6.68	\$10.71	\$11.27	\$14.60	\$17.41	\$30.43
Gallons in Block	0-5,000	5,001-15,000	15,001-25,000	25,001-35,000	35,001-55,000	Over 55,000

2.2.2.2 Multi-Family Residential

	Block 1	Block 2	Block 3	Block 4
Price per 1,000 gallons	\$7.91	\$10.71	\$17.41	\$26.81
3/4" Meter, Allowance in Block	0-10,000	10,001-36,000	36,001-80,000	Over 80,000
1" Meter, Allowance in Block	0-17,000	17,001-57,000	57,001-120,000	Over 120,000
1.5" Meter, Allowance in Block	0-30,000	30,001-100,000	100,001-200,000	Over 200,000
2" Meter, Allowance in Block	0-48,000	48,001-160,000	160,001-320,000	Over 320,000
3" Meter, Allowance in Block	0-96,000	96,001-320,000	320,001-640,000	Over 640,000
4" Meter, Allowance in Block	0-150,000	150,001-500,000	500,001-1,000,000	Over 1,000,000
6" Meter, Allowance in Block	0-180,000	180,001-600,000	600,001-1,200,000	Over 1,200,000

2.2.2.3 Commercial

	Block 1	Block 2
Price per 1,000 gallons	\$9.39	\$14.54
3/4" Meter, Allowance in Block	0-150,000	Over 150,000
1" Meter, Allowance in Block	0-300,000	Over 300,000
1.5" Meter, Allowance in Block	0-500,000	Over 500,000
2" Meter, Allowance in Block	0-750,000	Over 750,000
3" Meter, Allowance in Block	0-1,200,000	Over 1,200,000
4" Meter, Allowance in Block	0-1,700,000	Over 1,700,000
6" Meter, Allowance in Block	0-1,700,000	Over 1,700,000

2.2.2.4 Irrigation

	Block 1	Block 2
Price per 1,000 gallons	\$11.44	\$18.61
3/4" Meter, Allowance in Block	0-56,000	Over 56,000
1" Meter, Allowance in Block	0-90,000	Over 90,000
1.5" Meter, Allowance in Block	0-185,000	Over 185,000

2" Meter, Allowance in Block	0-300,000	Over 300,000
3" Meter, Allowance in Block	0-600,000	Over 600,000
4" Meter, Allowance in Block	0-935,000	Over 935,000
6" Meter, Allowance in Block	0-1,865,000	Over 1,865,000

2.2.2.5 Construction \$12.24 per 1,000 gallons

2.2.2.6 Necessitous

The Necessitous Base Rate includes 10,000 gallons. Water consumption above 10,000 gallons is charged per the Single Family Residential rate structure in paragraph 2.2.2.1.

2.2.2.7 Contract Rules

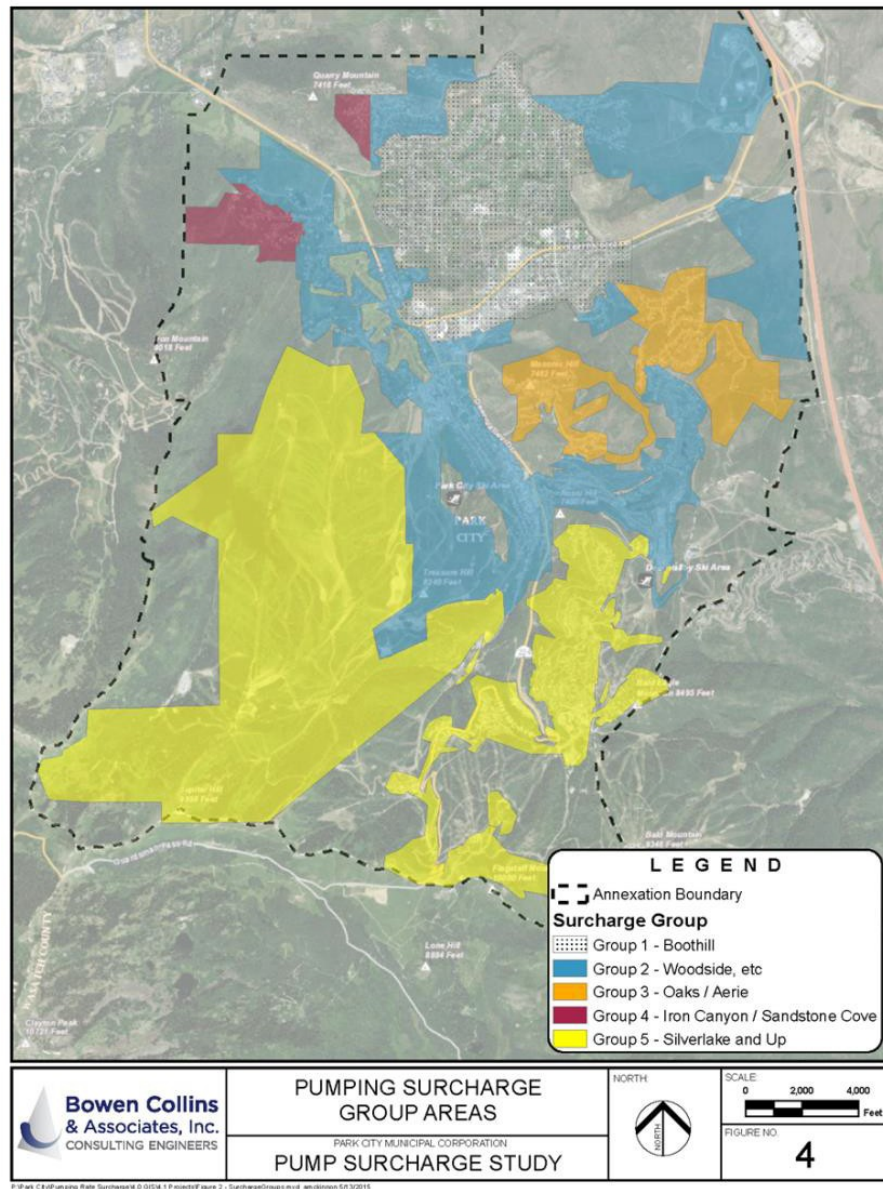
The City will honor the rates as they are set by a Council approved contract.

2.2.3 Energy Surcharge (For all water billed on or after July 1, 2020). All water billed under 2.2.2, except for paragraph 2.2.2.7 Contract Rules, shall be billed a location dependent Energy Surcharge, comprised of a Pumping Surcharge and an Efficiency Optimization Surcharge.

2.2.3.1. Surcharge Group

The following table and associated map identify an account's Surcharge Group Number. Conflicts between the map and the table will be resolved by reference to the table.

Surcharge Group No.	Surcharge Group	Pressure Zone Numbers Included in Group
1	Boothill	29
2	Woodside, etc	8,10,17,18,19,20,21,22,
		23,24,25,26,27,42,48,49,30,32
3	Oaks / Aerie	11,12,13,14,15,16
4	Iron Canyon / Sandstone Cove	28,31
5	Silver Lake and Up	1,37,2,3,4,5,6,7,
		34,38,39,40,41



2.2.3.2 Energy Surcharge

An Energy Surcharge shall be assessed by Surcharge Group and at a price per 1,000 gallons by as follows:

Group No	Pumping Surcharge	Energy Optimization Surcharge	Total Energy Surcharge
1	\$0.00	\$0.55	\$0.55
2	\$0.53	\$0.80	\$1.33
3	\$1.19	\$1.12	\$2.31
4	\$1.59	\$1.31	\$2.90
5	\$2.30	\$1.65	\$3.95

2.3 WATER VIOLATION PENALTIES

\$150.00	first violation
\$200.00	second violation
\$400.00	third violation
\$500.00	fourth violation
\$750.00	for the fifth violation and for each subsequent violation within that calendar year.

2.4 WATER SERVICE REINSTATEMENT FEE

The reinstatement fee shall be assessed at reconnection, based on the amount of time since the account was last active.

Time since last active	Amount
0-30 days	\$100.00
31-60 days	Two month's base rate as previously billed.
61-90 days or more	Three month's base rate as previously billed.

2.5 WATER METER TESTING FEE \$500.00 per test

2.6 WATER LABOR RATE \$50.00 per hour (rounded up to the nearest half hour)

2.7 WATER PARTS & SUPPLIES RATE Cost + 15% stocking fee

2.8 FIRE HYDRANT METER DEPOSIT FEE

2 Inch Meter	\$1,950.00
¾ Inch Meter	\$500.00
Fire hydrant wrench deposit fee	\$50.00
Meter Radio	\$200.00

2.9 RENTER DEPOSIT \$50.00

2.10 NON-MAILED SHUT-OFF NOTICE FEE \$75.00

2.11 IMPROPER WATER SHUT-OFF OR TURN ON \$250.00

2.12 STORMWATER FEE

2.12.1 An Equivalent Surface Unit or ESU \$6.66

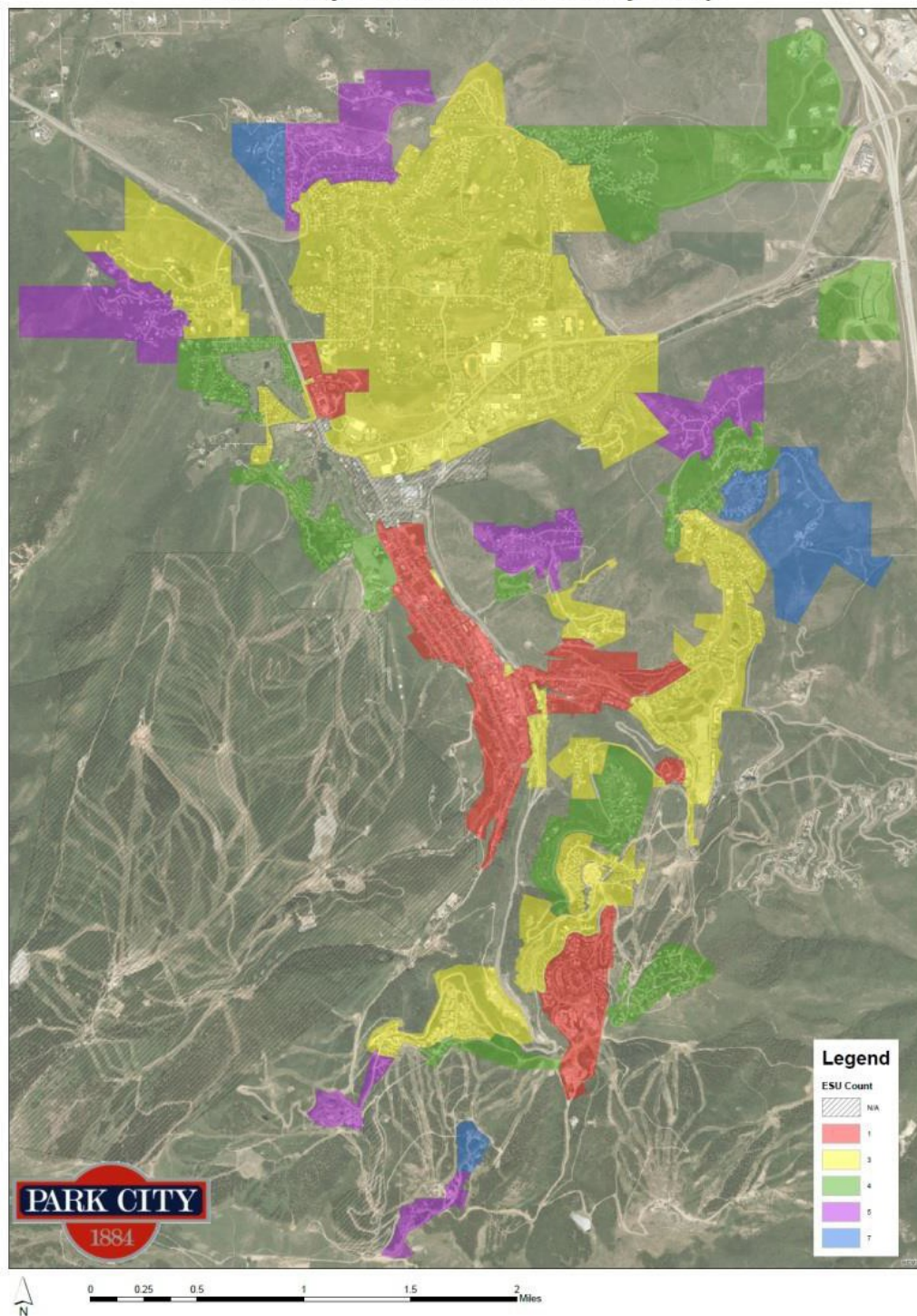
2.12.1.1 Green Infrastructure Reduction

After submittal of a complete application for a Green Infrastructure ESU reduction, an account may be eligible for a reduction of up to 20% of the ESU fee listed in 2.12.1.2.

2.12.2 Single Family Residential Initial Assignment

A Single Family Residential property shall be assigned an ESU number based the following map. The assignment may be changed based on an evaluation of an individual property.

Park City Stormwater Utility Map



The default Residential ESU Map was updated to reflect the construction that has occurred in Park City Heights. A new average in the Phase I decreases the default ESU count of 4 to a default of 2. All other zones remain the same.

2.12.3 Multi-Family Residential Initial Assignment

A Multi-Family Residential property shall be assigned 1 ESU per dwelling unit. This assignment may be changed based on an evaluation of an individual property.

SECTION 3. SPECIAL MEETINGS FEES

3.1 SPECIAL COUNCIL MEETING

\$270.00 for initial 30 minutes and
\$133.00 per 30 minutes thereafter

When a special council meeting (not regularly scheduled) must be called to accommodate an applicant for a license, permit or any other issue not requested by Council or staff, the applicant will be assessed a \$270 fee per application. If the meeting is longer than 30 minutes the applicant will be charged an additional \$133 per 30 minute increment thereafter.

3.2 TYPE 2 CSL SPECIAL MEETING

\$76.00 per applicant

SECTION 4. BUSINESS LICENSING

4.1- 4.5.

PARK CITY BUSINESS LICENSE FEE SCHEDULE									
Transit Service Enhancement Fee		Festival Facilitation, Service Enhancement Fee		Enhanced Enforcement Fee		Administrative Fee			
Rate	Unit of Measure	Rate	Unit of Measure	Rate	Unit of Measure	Rate Renewals	Rate New/ Inspections	Unit of Measure	
Ski Resort	\$0.26	Skier Day	\$0.01	Skier Day	-	\$22.00	\$149.00	License	
Lodging	\$19.25	Per Bedroom	\$9.49	Per Bedroom	-	\$17.00	\$149.00	License	
Restaurant	\$0.23	Per Sq. Ft.	\$0.10	Per Sq. Ft.	-	\$22.00	\$149.00	License	
Outdoor Dining	\$0.06	Per Sq. Ft.	\$0.03	Per Sq. Ft.	-	\$22.00	\$149.00	License	
Retail	\$0.23	Per Sq. Ft.	\$0.10	Per Sq. Ft.	-	\$22.00	\$149.00	License	
Large Retail (>12,000 sq. ft.)	\$0.16	Per Sq. Ft.	\$0.07	Per Sq. Ft.	-	\$22.00	\$149.00	License	

Transit Service Enhancement Fee			Festival Facilitation, Service Enhancement Fee		Enhanced Enforcement Fee		Administrative Fee		
Rate		Unit of Measure	Rate	Unit of Measure	Rate	Unit of Measure	Rate Renewals	Rate New/Inspections	Unit of Measure
Office, Service, Other	\$0.21	Per Sq. Ft.	\$0.01	Per Sq. Ft.	-	-	\$22.00	\$149.00	License
Warehouse	\$0.06	Per Sq. Ft.	\$0.00	Per Sq. Ft.	-	-	\$22.00	\$149.00	License
Resort and Amusement	\$1.04	Per User	\$0.05	Per User	-	-	\$22.00	\$149.00	License
For-Hire Ground Transportation Vehicles	\$37.50	Per Vehicle	\$1.75	Per Vehicle	\$45.58	Per Vehicle	\$71.83	\$71.83	License
Other Commercial Vehicles and Trailers	\$7.50	Per Vehicle	\$0.29	Per Vehicle	-	-	\$22.00	\$74.00	License
Employee Based	\$3.75	Per Employee	\$0.15	Per Employee	-	-	\$22.00	\$149.00	License
Commercial Vending, Game and Laundry Machines	\$18.75	Per Machine	\$0.73	Per Machine	-	-	\$22.00	\$149.00	License
Escort Services	\$3.75	Per Employee	\$0.15	Per Employee	\$46.19	Per Employee	\$22.00	\$149.00	License
Solicitor	\$10.50	Per Solicitor	\$2.50	Per Solicitor	-	-	\$74.00	\$74.00	License

	Transit Service Enhancement Fee		Festival Facilitation, Service Enhancement Fee		Enhanced Enforcement Fee		Administrative Fee		
	Rate	Unit of Measure	Rate	Unit of Measure	Rate	Unit of Measure	Rate Renew-als	Rate New/Inspection	Unit of Measure
Alcoholic Beverage/ Single Event Alcoholic Beverage	\$27.92	Per License	\$12.50	Per License	\$45.58	Per License	\$100.00	\$100.00	License
Type 1 CSL	\$0.23	Per Sq. Ft.	\$0.10	Per Sq. Ft.	-	-	-	\$149.00	License
Type 2 CSL	\$288.00	Per License	\$125.00	Per License	\$45.58	Per License	-	\$372.00	License
Type 3 CSL	-	-	-	-	-	-	-	\$149.00	License
Outdoor Sales	*In addition to regularly issued business license							\$5.00	License
Outdoor Sales-Promotion by Merchants Association	*In addition to regularly issued business license							\$4.00	License
Outdoor Sales-Seasonal Plants								\$50.00	License

SECTION 5. MISCELLANEOUS LAW ENFORCEMENT FEES.

5.1 Alarm Monitoring Fees

\$100.00 Cash deposit to be posted at time of installing each alarm system within the Park City limits.

\$ - 0 - First response within 6 months, no fee deducted from \$100.00 bond.

\$25.00 Second response to premise within 6 months, and for each subsequent response to said premise. [\$25 deducted from bond].

5.2 Direct Access Alarms

\$100.00 Per alarm connected through a direct access device, and not per alarm company, for the initial installation of the alarm.

\$50.00 Per year, per alarm for subsequent years or parts thereof.

~~5.3 Dispatching Fee~~

~~\$100.00 Per month for each private agency being dispatched from the City Communication Center.~~

5.3 Vehicle Impound Fee

\$20.00 Per vehicle, per impound (also see Section 7.7).

5.4 Contract Law Enforcement Services

Police Officer (per employee, per hour - four hour minimum) \$75.00

Holiday (per employee, per hour - four hour minimum) \$165.00

SECTION 6. GRAMA (Government Records Access and Management Act) FEES.

6.1 Copies. Copies made at a city facility: \$.10 per page*. Double-sided copies shall be charged as two pages. **For police records requests, see Section 6.6.*

6.2 Copies from outside copiers. The city reserves the right to send the documents out to be copied and the requestor shall pay the actual cost to copy the documents, including any fee charged for pick-up and delivery of the documents.

6.3 Copies retrieved from Utah State Archives or other storage facility. In addition to the copy fee, the requester must pay actual cost for staff time and mileage (computed using the current official federal standard mileage rate).

6.4 Compiling Documents in a form other than that normally maintained by the City, pursuant to U.C.A. 63G-2-203 (2016). In the event the City compiles a record in a form other than that normally maintained by the City, the actual costs under this section may include the following:

(2)(a)(i) the cost of staff time for compiling, formatting, manipulating, packaging, summarizing, or tailoring the record either into an organization or media to meet the person's request;

(ii) the cost of staff time for search, retrieval, and other direct administrative costs for complying with a request; and

(iii) in the case of fees for a record that is the result of computer output other than word processing, the actual incremental cost of providing the electronic services and products together with a reasonable portion of the costs associated with formatting or interfacing the information for particular users, and the administrative costs as set forth in Subsections (2)(a)(i) and (ii).

(b) An hourly charge under Subsection (2)(a) may not exceed the salary of the lowest paid employee who, in the discretion of the custodian of records, has the necessary skill and training to perform the request.

(c) Notwithstanding Subsections (2)(a) and (b), no charge may be made for the first quarterhour of staff time.

6.5 Fee Waiver for Public Benefit. The City may fulfill a record request without charge if it determines that: releasing the record primarily benefits the public rather than a person; the

individual requesting the record is the subject of the record, or an individual specified in U.C.A. Subsection 63G-2-202(1) or (2); or the requester's legal rights are directly implicated by the information in the record, and the requester is impecunious.

6.6 Requests for Police Records

- \$10.00 per police report/traffic accident report
- \$20.00 per CD (compact disc) of Video or Photographs
- \$5.00 per printed color photograph
- \$15.00 per fingerprinting request

SECTION 7. PARKING, METER RATES, VIOLATIONS, TOWING, AND IMPOUND FEES

7.1 Fines for meter violations are as follows:

First violation per registered owner(s): No fine or late fees. Vehicle license plate and/or VIN numbers will be logged into the system and a courtesy card issued to welcome to Main Street and educate user on the meter system.

Second thru Fifth (2nd - 5th) violation per registered owner(s):

Effective July 1, 2019
\$35.00 from the date of violation until fourteen (14) days following the violation,
escalating to:
\$38.00 after 14 days;
\$41.00 after 30 days;
\$43.00 after 60 days

More than five (>5) violations per registered
owner(s):

Effective July 1, 2019
\$70.00 from the date of violation until fourteen (14) days following the violation,
escalating to:
\$77.00 after 14 days;
\$84.00 after 30 days;
\$88.00 after 60 days

7.2 Fines for mobility disabled space violations are as

follows: Effective July 1, 2019
\$270.00 from the date of violation until fourteen (14) days following the
violation,
escalating to:
\$297.00 after 14 days;
\$326.00 after 30 days;
\$344.00 after 60 days

7.3 Fines for special event parking violations. When enacted by the City Manager under Section 7.7, the fines for special event parking violations are as follows:

A. Egregious violations (i.e., obstructing traffic on Main Street or along bus routes) or mobility disabled space violations. \$150.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$165.00 after 14 days;
\$181.00 after 30 days;
\$189.00 after 60 days

B. Fines for all other special event parking violations.

Effective December 15, 2017

\$145.00 from the date of violation until fourteen (14) days following the violation

\$145.00 after 14 days;
\$145.00 after 30 days;
\$145.00 after 60 days

7.4 FINES FOR TIME LIMIT PARKING VIOLATIONS are as follows:

Effective July 1, 2019

\$35.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$38.00 after 14 days;
\$41.00 after 30 days;
\$43.00 after 60 days

Second thru Fifth (2nd - 5th) violation per registered owner(s):

Effective July 1, 2019

\$35.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$38.00 after 14 days;
\$41.00 after 30 days;
\$43.00 after 60 days

More than five (>5) violations in the previous three years per registered owner(s):

Effective July 1, 2019

\$70.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$77.00 after 14 days;
\$84.00 after 30 days;
\$88.00 after 60 days

7.5 Fines for all other parking violations are as

follows: Effective July 1, 2019

\$40.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$44.00 after 14 days;
\$48.00 after 30 days;
\$50.00 after 60 days

Second thru Fifth (2nd - 5th) violation per registered owner(s):

Effective July 1, 2019

\$66.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$72.00 after 14 days;

\$79.00 after 30 days;

\$82.00 after 60 days

More than five (>5) violations per registered owner(s):

Effective July 1, 2019

\$66.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$72.00 after 14 days;

\$79.00 after 30 days;

\$82.00 after 60 days

7.6 Parking Permits.

China Bridge Parking Permits –Business Permit: Businesses with a Main Street area address and a valid business license are eligible to purchase a parking permit(s) valid for China Bridge and Gateway covered areas. The permit is not valid during major events. Alternative parking areas may be provided for these events. This permit allows parking beyond the 6 hour limit not to exceed 72 hours at one time in a parking space. Cost for this permit is \$400.00 annually, \$200.00 if purchased after April 1st of each calendar year. A replacement permit can be purchased for \$200.00 subject to approval by the Parking Manager.

Drop & Load Parking Permits - \$200 per vehicle annually, \$100 replacement permit
Ground Transportation, Lodging and TNC Companies with a valid business license per Title 4-8 and Title 9 are eligible to purchase a parking permit(s) valid for Drop and Load areas during timeframes, seasons, Special Events, and locations as approved by the Parking Manager and City Manager. Drop and Load parking permits may be transferable between vehicles.

7.7 Special Event Parking. The City Manager may implement Special Event Parking Permit Fees, Special Event Meter Rates and/or Special Event Parking Fines for events held under a Master Festival License. The fee for these Special Event Parking Permits and Special Event Meter Rates will not exceed \$60.00 per day.

7.8 Tow and Storage Fees. Vehicles towed from City parking and stored in private lots are subject to Utah State allowed amounts as outlined in the Park City Police Department Towing Rate Schedule. Vehicles towed from City parking and stored in private lots are subject to Utah State allowed amounts as outlined in the Park City Police Department Towing Rate Schedule.

Vehicles relocated from/to City parking are subject to administrative/towing fees up to \$100.

7.9 Immobilization Fee \$35.00

7.10 Fees for Special Use of Public Parking are as follows:

Main Street, Heber Avenue, Park Avenue (Heber to 9th St): Daily rate of \$16.00
per space
Swede Alley: Daily rate of \$12.00
per space

Sandridge, South City Park, Residential Permit Zones:	Monthly rate of \$20.00 per space
a. Up to two spaces for vehicle parking with approved and active building permit	\$0.00
b. Vehicle Permits	\$20.00 per space per month
c. Dumpster or Equipment Permit	\$50.00 per space per month

Pay station removal for construction:	\$1,000.00
Application Fee:	\$20.00

Applications are reviewed by appropriate divisions, such as Parking Services, Transportation, Police, Building Departments, and Special Events.

7.11 Garage and Surface Lot Parking Rates, Effective December 15, 2017:

Peak Season, December through April 15 and June through September

China Bridge:

11:00 a.m.- 6:00 p.m. – FREE, no hourly
max 6:00 p.m.-Midnight –
\$3.00/hour, no hourly max

Hourly rate may be modified, and may not exceed \$4.00/hour
Lost ticket fee will equal the maximum daily fee

Swede Alley, Flag Pole, & Bob Wells Plaza:

AM – FREE, 4 hour max
11:00 a.m.-5:00p.m. – FREE, 4 hour max
5:00 p.m.-Midnight – \$3.00/hour, 4 hour max
Hourly rate may be modified, and may not exceed \$4.00/hour

North Marsac:

AM-5:00 p.m. – FREE, 24 hour max
5:00 p.m.-Midnight – \$1.00/hour, 24 hour max
Hourly rate may be modified, and may not exceed \$3.00/hour

Sandridge:

AM-5:00 p.m. – FREE, 72 hour max
5:00 p.m.-Midnight – FREE, 72 hour max

South Marsac:

AM-5:00 p.m. – FREE, 2 hour max
5:00 p.m.-Midnight – FREE, 2 hour max

West Heber, between Main Street and Park Avenue:

11:00 a.m.-5:00 p.m. – \$2.00/hour, 3 hour max
Hourly rate may be modified, and may not exceed \$3.00/hour

5:00 p.m.-Midnight – \$4.00/hour, 3 hour max
Hourly rate may be modified, and may not exceed \$5.00/hour

Park Avenue:

6:00 a.m.-2:00 a.m. – FREE, 2 hour max

East Heber, between Main Street and Swede Alley:

6:00 a.m.-2:00 a.m. – Load Zone, 2 hour max.

Gateway top level:

FREE for Main Street permit holders

Non-Peak Season, April 15 through May and October through November

China Bridge:

11:00 a.m.-6:00 p.m. – FREE-No hourly max
6:00 p.m.-Midnight \$1.00/hour, no hourly max
Hourly rate may be modified, and may not exceed \$3.00/hour Lost
ticket fee will equal the maximum daily fee

Swede Alley, Flag Pole, & Bob Wells Plaza:

AM – FREE, 4 hour max
11:00 a.m.-5:00 p.m. – \$1.50/hour, 4 hour max
Hourly rate may be modified, and may not exceed \$3.00/hour

5:00 p.m.-Midnight – \$1.50/hour, 4 hour max
Hourly rate may be modified, and may not exceed \$3.00/hour

Sandridge/North Marsac:

AM-5:00 p.m. – FREE, no hourly max
5:00 p.m.-Midnight – FREE, no hourly max

7.12 Meter rates are as follows:

Effective December 15, 2017

Peak Season

AM – FREE, no hourly max
11:00 a.m.-5:00 p.m. – \$2.00/hour, 3 hour max
Hourly rate may be modified, and may not exceed \$3.00/hour

5:00 p.m.-Midnight – \$4.00/hour, 3 hour max
Hourly rate may be modified, and may not exceed \$5.00/hour

Non-Peak Season

AM – FREE, no hourly max
11:00 a.m.-5:00 p.m. – \$1.00/hour, 3 hour max
Hourly rate may be modified, and may not exceed \$1.50/hour

5:00 p.m.-Midnight – \$2.00/hour, 3 hour max
Hourly rate may be modified, and may not exceed \$3.00/hour

No less than one hour can be purchased with a credit card. For event rates, see Section 7.7.

Effective December 15, 2017 Tokens will no longer be an acceptable method of payment.

7.13 Meter payment by cell phone:

Users sign up for a free account. Meter rates in Section 7.12 apply; no less than one hour can be purchased. City pays the convenience fee charged by the service provider.

SECTION 8. RECREATION SERVICES AND FACILITY RENTAL FEES

8.1 PURPOSE AND PHILOSOPHY. Recreation Services, the Parks Department, Miners Hospital Community Center and the Library are supported primarily by tax dollars through the City's General Fund. The Golf Course has been established as an enterprise fund and should be primarily supported by revenues other than taxes. This policy applies to Recreation Services and the Golf Course Enterprise fund.

The purpose of this section is to establish a level of operations and maintenance cost recovery for programs, activities and facilities, and direction for establishing fees and charges for the use of and/or participation in the programs, activities and facilities offered by the Recreation Services, Golf Course, Library, and Miners Hospital Community Center.

It is the intent of the City to offer its Recreation Services programs, activities and facilities to the entire community. To help offset the cost of providing these services, and since the primary beneficiaries of these services are users, it is appropriate to charge fees that are adequate to fund operation of the facility in line with other like programs.

8.2 COST RECOVERY. It is the intent of the City to recover roughly 70% of the operations and maintenance expenses incurred by the Recreation Department and the Recreation Center and 100% of the operations and maintenance expenses incurred by the Golf Course through sources of revenue other than taxes. The City's cost recovery plan is described in detail in the City's budget document. User fees should not be considered the only source for accomplishing this objective. Revenues may also include:

Increases in program participation.

- Fees charged for non-recreational use of facilities (conventions/special events)
- Rental income
- New programs or activities
- Private sponsorship of programs or activities
- Public agency grants or contributions.

8.3. ESTABLISHING USER FEES. Fees shall be set at a level which ensures program quality and meets the objectives of the City Council.

8.3.1 Area Resident Discount: Those people whose primary residence is within the Park City School District limits; are currently paying property tax within Park City School District limits; or are holding a valid Park City business license and leasing or renting office space within Park City are entitled to receive a discount on user fees for the Recreation Center and Golf Course.

8.3.2 Recreation Program Fees: The Recreation Department, the Recreation Center and the Golf Course offer a variety of organized programs and activities. Due to the fluctuations in the number of participants and frequent changes in circumstances, program fees are established on a program-by-program basis by dividing the number of projected participants by the estimated program costs. Fees are then published on the city's website. In most cases, fees will be kept commensurate with fees charged by others providing like service.

8.3.3 Fees for Non-Recreational Activities at the Recreation Center: The fees charged for non-recreational or special event use will be competitive with the marketplace providing the fees cover a minimum of: a) the costs involved in the production of the event; and, b) recovery of lost revenue.

The Recreation Center facility is principally for recreation. Non-recreation activities usually will be charged up to fifty percent (50%) more than the minimum. No fee waivers for non-recreational or special event use will be permitted. However, the City Council may authorize the City to pay all or a portion of the fee in accordance with the master festival ordinance provisions.

8.3.4 Fee Increases: Recommendations for fee increases may be made on an annual basis. The City will pursue frequent small increases as opposed to infrequent large ones. Staff will be required to provide an annual review and analysis of the financial posture of the Golf Course Fund along with justification for any recommended increase. When establishing fees, the City will consider rates charged by other public and private providers as well as the ability of the users to pay.

To establish and maintain the Council's objective of 70% cost recovery, the Regional Director will have the authority to annually increase fees up to \$.50 or 10%, whichever is greater. Any requested increase over that amount will require Council action.

Fee increases will take place only if they are necessary to achieve the City Council's objective and maintain program quality, and only with the authorization of the Regional Director or the City Council.

8.3.5 Discounting Fees: The Recreation Director may, at their discretion, discount fees when:

- Offering special promotions designed to increase use.
- Trying to fill non-prime time.
- Introducing new programs or activities.
- Playing conditions are below standard due to weather or facility disrepair.

8.3.6 Fee Waivers: The City intends that no resident under 18 years old or over age 65 be denied the use of any program, activity or facility for reasons of financial hardship. The Recreation Director may, at his discretion, waive all or a portion of a fee, or may arrange offsetting volunteer work for anyone demonstrating an inability to pay for services.

8.3.7 Sliding Fee Scale: The purpose of this program is to provide both adult & youth residents of the Park City School District (PCSD) with the opportunity to apply for a reduced fee for certain recreation activities. The fee reduction is based on Summit County's Average Median Income (AMI) and the applicant's gross family income. The discounts range from 30 to 70% depending on Gross Family Income.

Park City Recreation Sliding Fee Schedule						
% of AMI	Family Size					
	One	Two	Three	Four	Five	Six
Below 30% AMI Receive 70% Discount	Less than \$24,000 Gross Income	Less than \$27,000 GI	Less than \$31,000 GI	Less than \$34,000 GI	Less than \$37,000 GI	Less than \$40,000 GI
31% to 50% AMI Receive 50% Discount	\$24,001 - \$40,000 GI	\$27,001- \$46,000 GI	\$31,001 - \$51,200	\$34,001 - \$57,000	\$37,001 - \$61,500	\$40,001 - \$66,000
51% to 70% AMI Receive 30% Discount	\$40,001 - \$55,900	\$46,001-\$63,800	\$51,201-\$71,700	\$57,001- \$79,700	\$61,501 - \$86,100	\$66,001 - \$92,500

8.4. RECREATION CENTER:

8.4.1 Recreation Center Fees

Punch Card Admission. For ease of administration and convenience to users, a punch card system has been established for Recreation Center programs and activities. The purchase of a punch card may result in a savings off the regular rate.

Punch Passes

Youth (3 to 17) 10 Punch
Adult 10 Punch
Senior & Military 10 Punch
Child Care 10 Punch (10 hrs.)

Resident

\$28.00
\$80.00
\$70.00
\$35.00

Visitor

\$40.00
\$100.00
\$80.00

Tennis Fees

Resident rate
Visitor rate

Hourly Court Fees

Indoor	Outdoor
\$32.00	\$12.00
\$44.00	\$16.00

Youth Clinics Pre-Registration

Red Ball: \$12/day
Orange: \$24/day
Green: \$24/day
Yellow: \$24/day
Peak: \$28/day

Youth Clinic Drop-In

Red: \$15
Orange: \$28
Green: \$28
Yellow: \$28
Peak: \$32

Other Tennis Fees

Private Lesson 1 Hour	\$80.00
Private Lesson 1/2 hour	\$44.00
Semi Private Lesson 1 hour (Per person)	\$42.00
Group of 3 (Per person)	\$32.00

Group of 4 (Per person)	\$27.00
Clinic drop-in fee 1 hour	\$17.00
Clinic drop-in fee 1.5 hours	\$26.00
Ball Machine per hour	\$12.00
Tennis Courts Non Athletic (Daily)	\$3,000.00

Pickleball Fees

Indoor Bubble Courts	\$16/hr
Outdoor Courts	\$12/hr
Per – hr. Clinic	\$12/hr
Monthly Clinic	\$45
Private Lesson 1 hour	\$45
Semi-Private Lesson 1 hour	\$30/pp

Daily Drop In

	Resident	Visitor
Toddlers 2 & Under	Free	Free
Youth (3 to 17)	\$3.00	\$6.00
Adult	\$9.00	\$15.00
Senior 65+ & Military	\$7.00	\$9.00

Insurance Drop In Class Fee	\$7.00
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Facility Passes: There are two types of facility passes one which includes all amenities except tennis & pickleball and the other which includes all amenities except group fitness, pickleball and tennis. Program fees are additional and are not included in pass fees.

Individual Rate

Term	Facility Rate	Class Add On	Total
1 Month	\$45	\$22	\$67
3 Month	\$125	\$60	\$185
6 Month	\$232	\$108	\$340
12 Month	\$433	\$192	\$625

Senior 65+ & Military Individual Rate

Term	Facility Rate	Class Add On	Total
1 Month	\$40	\$22.00	\$62
3 Month	\$112	\$60.00	\$172
6 Month	\$205	\$108.00	\$313
12 Month	\$375	\$192.00	\$567

Couple Rate

Term	Facility Rate	Class Add On	Total
1 Month	\$82	\$38.00	\$120
3 Month	\$242	\$108.00	\$350
6 Month	\$393	\$182.00	\$575
12 Month	\$725	\$325.00	\$1,050

PC MARC Tennis Passes

Term	Single	Couple	Additional Family Member
1 Month	\$200.00	\$320.00	\$30.00
3 Month	\$475.00	\$760.00	\$60.00
6 Month	\$775.00	\$1,345.00	\$110.00
12 Month	\$1,210.00	\$2,150.00	\$225.00

Gymnasium	Hourly Resident	Hourly Visitor	Daily
Full Gym	\$65.00	\$125.00	
Half Gym	\$35.00	\$75.00	
Non Athletic			\$1,400.00

Fitness Studios	\$65.00 (for profit) \$35.00 (non-profit)	\$125.00 (for profit) \$75.00 (non-profit)
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Other Fees

Visitor 10 Punch Card	\$100.00
Child Care Per Hr.	\$4.00
Non-Contact Personal Training	\$60 per day
Personal Training Daily Fee	\$25 per session
Personal Training Monthly Fee	\$400 per month
Personal Training Annual Fee	\$4,000 per year
Birthday Party	\$150.00
Party Room per hour	\$50.00
Pool Per Hour	\$100 plus guards
Lap Pool Per Lane	\$25 per lane per hour

8.5 GOLF FEES. The Park City Municipal Golf Course is an 18-hole course and 6,743 yards in length. The fees listed below are established fees, however they may be altered for certain types of tournament play. To receive a resident discount, the recreation card (which must have a City resident designation) must be presented to the golf starter. Season passes are available only to those who possess a locals card. Playing conditions on the course may vary due to weather constraints, particularly early and late in the season. The Golf Manager may, at his discretion, discount the established fees to encourage use of the course when playing conditions are less than optimum.

Regular Season- Memorial Day through September
Off-Season- Pre-Memorial Day, October and November

Resident Season Pass	\$1110.00
Junior Pass	\$425.00
Jr./Sr. Punch Pass	\$350.00
Non-Resident Sr. Punch Pass	\$390.00
Corporate Pass	\$3,000.00
Resident 18 Hole	\$39.00
Resident 18 Hole with Cart	\$55.00
Utah Resident 18 Hole	\$48.00
Utah Resident 18 Hole with Cart	\$64.00
Non-Resident 18 Hole	\$55.00
Non-Resident 18 Hole with Cart	\$71.00

Resident 9 Hole	\$19.50
Resident 9 Hole with Cart	\$27.50
Utah Resident 9 Hole	\$24.00
Utah Resident 9 Hole with Cart	\$32.00
Non-Resident 9 Hole	\$27.50
Non-Resident 9 Hole with Cart	\$35.50
Resident Off-Season 18 Hole	\$28.00
Non-Resident Off-Season 18 Hole	\$32.00
Small Range Bucket	\$5.00
Large Range Bucket	\$10.00
Rental Clubs for 18 Holes (includes 6 golf balls)	\$50.00
Rental Clubs for 9 Holes (includes 3 golf balls)	\$25.00

8.6. LIBRARY FEES. The Park City Library Board routinely reviews non-resident fee options and recommends changes. Library services, which are funded by the General Fund, are provided without charge to property owners, residents, and renters within the City's boundaries. Non-resident card fees are charged to those who request borrowing privileges but live outside the City's taxing area. On September 8, 2002, the Library Board voted to change the fee charged to some non-resident library users.

Non-Resident Card Fees

Household	\$40.00 per year
Non-Resident Card Fees - Household (6 months)	\$20.00
Students residing in Summit County	Free
Educators in Park City School District	Free
Interlibrary Loans	\$1.00 charge per item

8.7. CEMETERY FEES. Anyone owning property, currently residing, or having resided in Park City for a period of more than ten years consecutively, is eligible to purchase cemetery property or may be buried in the Park City Cemetery. All cemetery plots will be sold on a first-come, first-served basis. The same criteria above are used for the rights to purchase a plaque space on the Memorial Walls in the Cemetery.

	<u>Resident Fees</u>	<u>Eligible Non-Resident Fees</u>
Single adult grave	\$300.00	\$600.00
Single infant grave	\$150.00	\$300.00
Opening and closing adult grave	\$600.00	\$600.00
Opening and closing infant grave	\$360.00	\$360.00
Removal of adult from one grave to another within cemetery	\$960.00	\$960.00
Removal of infant from one grave to another within cemetery	\$720.00	\$720.00
Removal of adult for interment outside cemetery	\$1,000	\$1,000
Removal of infant for interment outside cemetery	\$360.00	\$360.00

Schil for flower beds/grave	N/A	N/A
Additional charge for after hour burials including Saturdays, holidays, weekends	\$200.00	\$300.00
Interment of cremated remains	\$70.00	\$140.00
Monument grave marker maintenance	\$100.00	\$100.00
Memorial Wall plaque space	\$250.00	\$500.00

8.7.1. Cemetery Fee Waivers. Any or all of the fees associated with the operation of the Park City Cemetery may be waived by the Cemetery Sexton, however such consideration is focused on persons who provided exceptional community service or residents with proven financial hardship. Grave sites, located in the "veterans section" for Park City veterans, firemen and police officers will be provided free of charge, as well as fees for cemetery services. Family members wishing to be buried in this section of the cemetery will be charged for lots and services.

8.8. PARK PAVILLION RENTAL FEES. It is not mandatory that a fee be paid for the use of a park pavilion. However, those persons having reserved a pavilion and paid the reservation fee shall have the exclusive use to use that pavilion over others. Reservation fees for park pavilion use are as follows:

<u>Rotary and South-End of City Park Pavilions</u>	<u>Half Day</u>	<u>Full Day</u>
Residents within Park City School District	\$ 60.00	\$90
Non-residents/commercial +\$100 refundable cleaning deposit	\$125.00+	\$200.00+

8.9. MINERS HOSPITAL COMMUNITY CENTER FEES. This facility is located at 1354 Park Avenue. Reservation fees for use of the Miners Hospital Community Center are as follows:

- Group 1: Activities which are free and open to the public, or educational/informational.
- Group 2: Activities which are open for public participation but charge a fee for participation such as fundraisers, conferences or other promotional events.
- Group 3: Activities which are closed to the public such as private receptions, conferences or parties.
- Group 4: Activities which are held between the hours of 6:00 p.m. and 8:00 a.m.

Location	Group 1	Group 2	Group 3	Group 4
Miners Hospital 1 st Floor	Free	\$18/Hour	\$23/Hour	\$30/Hour
Miners Hospital 2 nd Floor	Free	\$18/Hour	\$23/Hour	\$30/Hour

Miners Hospital 3 rd Floor	Free	\$15/Hour	\$20/Hour	\$25/Hour
Miners Hospital Basement	Free	\$15/Hour	\$20/Hour	\$25/Hour

Cancellation Policies for entire building reservations:

For two hour reservations, a \$25.00 handling fee will be charged for cancellations received less than one week prior to rental.

For half-day reservations, a \$50.00 handling fee will be charged for cancellations received less than two weeks prior to rental.

For whole day reservations, a \$75.00 handling fee will be charged for cancellations received less than two weeks prior to rental.

Notes:

**a \$50.00 damage/cleaning deposit is required on all whole day rentals, refundable if the facility is left in satisfactory condition; full payment of all fees is due two weeks prior to the facility rental.

***a \$300.00 damage/cleaning deposit is required on all special events rentals, \$275 is refundable if the facility is left in satisfactory condition; full payment of all fees for special events is due 30 days prior to the date of the event.

8.10. PARK CITY LIBRARY ROOM RENTAL RATES

Park City Library Rooms are located at 1255 Park Avenue. The rates for the spaces are as follows:

- Group 1: Activities which are free and open to the public during library hours. Groups such as book clubs, support groups, government institutions, Library/City partners, HOAs, and other affiliated community organizations, as approved by the Library Director.
- Group 2: Activities during Library hours which are open for public participation but charge a fee for entry or activities which are closed to the public.
- Group 3: Activities which are outside of Library operating hours or promote or solicit business. This includes businesses that offer initial free services/consultations /presentations, and then later charge a fee or contact attendees
- Non-Profits: Receive one free contiguous rental of up to four hours per month, which may be split between multiple rooms within the Library's operational hours.

Location	Room	Occ.	Group 1	Group 2	Group 3	Non-Cleaning Fine
Library 1 st Floor	Entry Hall	43	Unavailable	Unavailable	\$300/Hour (Unavailable during library hours)	\$20/hour, \$40 minimum
Library 1 st Floor	Entry Hall Patio	90	Unavailable	Unavailable	\$400/Hour (Unavailable during library hours)	\$20/hour, \$40 minimum
Library 1 st Floor	Public Meeting Room 101	34	Free	\$25/Hour	\$50/Hour	\$20/hour, \$40 minimum
Library 2 nd Floor	Study Rooms 1 - 8	3 - 6	Free	Unavailable	Free (Unavailable outside library hours)	\$20/hour, \$40 minimum
Library 2 nd Floor	Meeting Room 201	34	Free	\$25/Hour	\$50/Hour	\$20/hour, \$40 minimum
Library 2 nd Floor	North Conference Room	12	Free	\$20/Hour	\$40/Hour	\$20/hour, \$40 minimum
Library 2 nd Floor	South Conference Room	12	Free	\$20/Hour	\$40 (unavailable outside Library hours)	\$20/hour, \$40 minimum
Library 3 rd Floor	Public Meeting Room 301	34	Free	\$25/Hour	\$50/Hour	\$20/hour, \$40 minimum
Library 3 rd Floor	Jim Santy Auditorium	516	Free	\$95/Hour	\$200/Hour	\$20/hour, \$40 minimum
Library 3 rd Floor	Community Room	85	Free	\$75/Hour	\$150/Hour	\$20/hour, \$40 minimum
Library 3 rd Floor	Kitchen	10	Free	\$30	\$40	\$20/hour, \$40 minimum

Santy Technology Fees:

Projection Fees: Users have two options for projection.

1 - Users may use the in-house technology at no additional cost. Users are responsible for scheduling a training to learn to use the equipment and facilitate use during their rental. Training must be scheduled at least one week prior to the rental

date(s).

2 - Users may rent the Projection Booth and have a trained projectionist manage technology needs. The Projection Booth rents for \$500 per event rental (\$250 for Non-Profits), with a hired projectionist approved by the Park City Library. Projectionists have their own fee scale; Users pay projectionists directly. A list of approved projectionists is available upon request.

Lighting Fees: Stage lighting may be rented when approved by the Library Director or his/her designee. Any change in the direction of lighting must be made by a pre-approved vendor at the expense of the User. The User shall pay the vendor directly. Lighting must be returned to the original direction before vacating the rental. The Projection Booth and a projectionist must be reserved to utilize lighting.

Notes:

1. Advance reservations and standard lease agreement required, tenants included.
2. It is the responsibility of the User to review the *Park City Library Room Use and Rental Policy*.
3. Special parking arrangements may be required for events for more than 250 participants and guests.
4. All rates are subject to change without notice.
5. All deposits and fees are to be paid in advance.
6. Rental rates for auditorium equipment are calculated separately.
7. The City intends that no resident under 18 years old or over age 65 be denied the use of any program, activity or facility for reasons of financial hardship. The Library Director may, at her discretion, waive all or a portion of a fee, or may arrange offsetting volunteer work for anyone demonstrating an inability to pay for services.

SECTION 9. ICE ARENA AND FIELDS RENTAL FEE SCHEDULE.

9.1. Establishing User Fees. Fees shall be set at a level which ensures program quality and meets the objectives of the City Council. Area rates apply to residents of Park City, Summit County and Wasatch County. Outside rates apply to requests outside Summit and Wasatch Counties.

Field Fees

Additional Restroom Cleaning \$30.00 per clean

<u>Ice Arena Admission Fees</u>	<u>Local Area Rates</u>	<u>Outside Area Rates</u>
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Youth = Ages 6-17; Adult = 18 and over

Youth Resident Rate Honored for all Seniors (65+) and Military

Public Skate – 5 years & under	Free	Free
Public Skate – youth & adult	\$6.00	\$10.00
Cheap Skate (includes skate rental)	\$6.00	\$10.00
Group Rates (20+) includes skate rental	\$6.00	\$10.00
School Rate – includes skate rental	\$6.00	\$10.00
Skate Rental	\$4.00	\$4.00
Drop-in Hockey - youth	\$9.00	\$9.00
Drop-in Hockey - adult	\$10.00	\$10.00
Coached Drop-in Hockey	\$13.00	\$13.00

Freestyle	\$9.00	\$9.00
Drop-in Curling	\$25.00	\$25.00
Drop-in Broomball	\$25.00	\$25.00
Drop-in Skating Class	\$15.00	\$15.00

Off-Ice Programming:		
Strength & Conditioning, Ballet, Skate Treadmill	\$11.50	\$11.50
Visiting Coach Fee	\$16.00	\$16.00
Curling Instructor Fee	\$50/per hour/per instructor	

10 Session Punch Cards

Punch cards may be available for some activities or products.

Annual Passes

Bronze (Public Skate): (Includes Skate Rental)	\$300
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Hourly Ice

Tax Exempt User Groups*/Employees	\$200
Local Rate (Summit or Wasatch County Resident)	\$225
Non-Resident, Not-for-Profit	\$250
Camp	\$300
For-profit	\$375

**User Groups are defined as local, organized programs who regularly rent ice from the arena and who provide a certificate of insurance listing PCMC as additionally insured and are a 501(c)3 organization. (minimum 50 hours per season).

Room Rental

Multi-purpose Rooms	\$40/hr. (per room)
User Groups can use the Party Room for 24 hours at no cost, but rooms must be booked in advance.	

Birthday Parties

Basic Package	\$175
Super Star Birthday Package	\$300
Instructor	\$50/per 30 minutes

Equipment (per hour)

Broomball	\$50
Curling	\$50/hour/lane

Event Fees

Rentals 1-50 people	\$50
Rentals 51-100 people	\$100
Rentals 101+ people	\$200
Bleachers	\$200/day
Catering Fee	\$150
Scheduling Impact Fee	\$150

Skate Services

Fees listed below are for services requested for 24 hours or more. An additional fee may be paid for services requested within 24 hours. Punch cards available for overnight services only. There is no discount for skate sharpening punch cards, they are available for convenience. Pre-payment is required for all skate sharpening.

Hockey Skate Sharpening	\$8.50
Figure Skate Sharpening	\$10.00
Custom Radius	\$30.00
Figure Skate Sealing	\$30.00
Rivets Replacements	\$2.50 (ea.)
Figure Skate Blade Mounting (per pair)	\$25.00
Skate Fitting (without purchase)	\$20.00

<u>Locker Rental (Annual Fee)</u>	<u>First Floor</u>	<u>Second Floor</u>
Regular Locker	\$180	\$130
Large Locker	\$210	\$160

Gate Fees

The Park City Ice Arena will take 25% of any gate fees collected for an event.

Advertising Fees and Sponsorship Fees

Dasher Board Ads	\$1,600
Wall Banners	\$2,500
Glass Decals	\$400
Program Sponsorship	Varies by program
Information Screen	\$150/month

9.2. Recreation Program Fees: The Park City Ice Arena offers a variety of organized programs and activities. Due to the fluctuations in the number of participants and frequent changes in circumstances, program fees are established on a program-by-program basis by dividing the number of projected participants by the estimated program costs.

9.3. Fee Increases: Recommendations for fee increases may be made on an annual basis. The City will pursue frequent small increases as opposed to infrequent large ones. Staff will be required to provide an annual review and analysis of the financial posture of the Ice Arena Fund along with justification for any recommended increase. When establishing fees, the City will consider rates charged by other public and private providers as well as the ability of the users to pay.

The City Manager will have the authority to annually increase fees up to \$.50 or 10%, whichever is greater. Any requested increase over that amount will require Council action. Fee increases will take place only if they are necessary to achieve the City Council's objective and maintain program quality, and only with the authorization of the City Manager or the City Council.

9.4. Discounting Fees: The Ice Arena Manager may discount fees when:

- Offering special promotions designed to increase use.
- Trying to fill non-prime time.
- Introducing new programs or activities.
- Playing conditions are below standard due to weather or facility disrepair.

9.5. Fee Waivers: The City intends that no resident under 18 years old or over age 65 be

denied the use of any program, activity or facility for reasons of financial hardship. The Ice Arena Manager may, at their discretion, waive all or a portion of a fee, or may arrange offsetting volunteer work for anyone demonstrating an inability to pay for services.

The Ice Arena is pleased to offer the Fee Reduction program as a means for individuals to apply for reduced costs associated with our youth programs. Not all programs are eligible for fee reduction. Applicants must be residents of Summit or Wasatch Counties. Program fees may be discounted up to 75% off for students in the Park City School District who qualify for free or reduced lunch. Fees may be discounted for specified activities based on an individual's Average Median Income (AMI). Families qualifying for Fee Reduction may receive Public Skate admission and Skate Rental for a combined \$3.00 per person.

- 9.6 **Establishing Fields User Fees:** Fees shall be set at a level which ensures field quality and meets the objectives of the City Council. Resident rates apply to residents of Park City School District. Visitor rates apply to requests outside of the Park City School District Boundaries. In order to receive the resident rate a minimum of 75% of the participants must be residents of the Park City School District. A service charge of 2% will be applied to credit card charges over \$5,000.

FULL COMPLEX RATES						
	FULL DAY VISITOR	FULL DAY RESIDENT	HR/FIELD VISITOR	HR/FIELD RESIDENT	VISITOR TOTAL	RESIDENT TOTAL
PCSC Stadium SB	\$500	\$200	\$100	\$50		
PCSC Stadium SOC	\$500	\$200	\$100	\$50		
PCSC multipurpose	\$375	\$200	\$100	\$50	\$1,600	\$1,000
PCSC Sportexe	\$1,000	\$500	\$200	\$100		
PCHS BB	\$375	\$100	\$75	\$50		
PCHS SB	\$375	\$100	\$75	\$50		
PCHS LL	\$375	\$100	\$75	\$50	\$800	\$575
North 40 North	\$375	\$250	\$100	\$50		
North 40 South	\$375	\$250	\$100	\$50		
					\$500	\$350
City Park	\$375	\$250	\$100	\$50	\$375	\$250
PCHS Dozier	\$1,000	\$500	\$200	\$100	\$1,000	\$500
TMJHS	\$375	\$100	\$75	\$50	\$800	\$575
Stakeholder Fee						\$250 per team per season youth

Non-exclusive Use of Outdoor Recreation Facilities

	Per Day	Season
Resident	\$50	\$300
Non-Resident	\$75	\$500
Commercial	\$65	

Volleyball Court Fees (per court)	\$30.00/hr. Res. \$50.00/hr. NonRes
	\$120.00/day Res \$200.00/day NonRes
(2 courts)	\$200.00/day Res \$300.00/day NonRes
Stakeholder Fee	\$300.00/team/season – adult
Tennis & Pickleball Courts	\$12.00/hr.
Additional Restroom Cleaning	\$30.00 per clean
Additional Field Prep (Softball/Baseball)	\$95.00 per field
Special Field Prep (Low grass Cut)	\$1,000.00 per field
Field Set Up (Lacrosse, Soccer, Football)	\$383.00 per field
Field Lights - PCSC & City Park	\$20.00 per hr.
Baseball Fence	\$45.00 per field
Outfield Vinyl Fencing per field per week of use	\$337.00

SECTION 10. MISCELLANEOUS FEES. The following fees are set to insure cost recovery and use fees for additional City services associated with but not limited to Special Event Permits and approved filming activity

10.1 <u>Fee for in lieu of providing public parking</u>	\$40,000.00 per stall
10.2 <u>Returned Check Charge:</u>	\$25.00
10.3 <u>News Rack Application and Permit</u>	\$50.00 per application \$75.00 per three-year permit
10.4 <u>Bleachers</u>	
Bleacher Rental (per bleacher, per day)	\$80.00
Bleacher Delivery and Pick Up (per event, all bleachers)	\$108.00
10.5 <u>Banner Installation</u>	
Street Banner Installation-entire Main	\$859.00
Street Banner Installation-every other Main	\$687.00
Street Banner Installation-every 3rd	\$515.00
Street banner Installation- Roundabout	\$346.65
Street Banner Installation- Kearns	\$2,013.00
(Includes state permit, barricades and signage, required during install)	
Street Banner Removal- Kearns	\$1515.00
10.6 <u>Parks Clean Up, Labor and Equipment</u>	
Pressure Washing (per hour, incl. operator)	\$75.05
Pavilion Cleaning	\$150.00
Trash Removal	\$33.90
(public property only - not provided for private property)	
Extra Trash Cans	\$10.00
Trash Bags	\$2.10
10.7 <u>Public Safety</u>	
Police Officer (per employee, per hour - four hour minimum)	\$75.00 Holiday
(per employee, per hour - four hour minimum)	\$165.00
Mobile Command Trailer (Placement, Day One, Removal)	\$250.00
Mobile Command Trailer (each additional day)	\$100.00
10.8 <u>Parking Reservation Fees (Parking Department)</u>	

Application Fee	\$22.25
Main Street, Heber Avenue, Park Avenue (Heber to 9th St)	\$20.00
Swede Alley Parking Space (per space, per day)	\$13.25
 10.9 <u>Barricades (cost per barricade)</u>	
Crowd Control Barricades	\$5.90
Portable Electronic Sign/Message Board (per day)	\$151.20
Temporary Signs (each)	\$18.50
Street Barricades (per day)	\$1.40
 10.10 <u>Dumpsters</u>	
8 Yard (delivery + haul off fee)	\$210.00
30 yard (delivery + haul off fee)	\$210.00
Landfill fee for 30 yard dumpster (per ton)	\$35.00
 10.12 <u>Streets Equipment and Materials Equipment (2</u>	
hour min. - billable rate is portal to portal, cost includes operator, fuel, maintenance)	
Large Loader (per hour, 1 staff)	\$103.20
Small Loader (per hour, 1 staff)	\$71.95
Street Mechanical Sweeper (per hour, 1 staff)	\$150.60
Unimog with Snow Blower (per hour, 1 staff)	\$180.20
Unimog Snowplow (per hour, 1 staff)	\$88.35
Loader with Blower (per hour, 1 staff)	\$218.65
1 Ton Truck with dump (per hour, 1 staff)	\$54.15
2 Ton Truck with dump (per hour, 1 staff)	\$86.55
Bucket Truck (per hour, 2 staff)	\$117.65
Skid Steer (Cat 262 - per hour, 1 staff)	\$55.90
Add Grinder	\$7.60
Add Snow Blower	\$6.35
Backhoe (per hour, 2 staff)	\$98.75
Air Compressor (per hour, 1 staff)	\$42.00
Graffiti Truck (per hour, 1 staff)	\$75.05
 10.13 <u>Materials</u>	
Salt (per ton)	\$45.00
Road base (per ton)	\$18.00
Sand (per ton)	\$16.00
Cold Patch (per ton)	\$90.70
Hot Mix (per ton)	\$66.95
 10.14 <u>Personnel (total compensation per employee, per hour, during regular business hours)</u>	
Parks Department (PCMC Parks employee)	\$38.50
Streets Department (Streets employee)	\$38.50
Special Events Department (staff)	\$42.25
Cleaning Labor –	\$35.00
restrooms, buildings and other (contract labor)	
 10.15 <u>Special Event Application Fee (Processing and Analysis)</u>	
Level Five Event	\$640.00
Level Four Event	\$320.00
Level Three Event	\$160.00

Level Two Event	\$ 80.00
Level One Event	\$ 40.00
First Amendment Event	\$ 40.00
Film Permit Application Fee	\$ 80.00

As according to section 4-8-9, Fee Reduction requests for Special Events will be reviewed twice a year. All event fee reduction requests must be submitted to the Special Events Department prior to the application deadlines:

- (1) October 1st – Events occurring between January 1st and June 30th.
- (2) April 1st – Events occurring between July 1st and December 31st.

Fee reduction applications received outside of the normal application process may be considered for reductions but must demonstrate an immediate need for reduction and provide justification as to why the application was not filled within the specified deadline.

10.16 Public Parking Lot Use Rates for approved Events:

All lot fees are for approved permitted Special Events only. Regular parking rates apply at all other times.

Brew Pub Lot – Upper Lot	\$240.00 per day
Brew Pub Lot – Lower Lot	\$105.00 per day
North Marsac Lot	\$ 50.00 per day
Swede Alley Surface Lot	\$ 50.00 per day
Swede Alley Wall Lot	\$ 50.00 per day
Flag Pole Lot	\$ 50.00 per day
Sandridge lot – Upper/Lower	\$ 50.00 per day/ per lot
Quinn's Sports Parking Lots 1, 2, 3	\$ 50.00 per day/ per lot
Mawhinney Parking Lot	\$ 50.00 per day
Library Parking Lot – Partial Use Only	\$ 50.00 per day

10.17 Trail Use Fees

Trail Use Fee and Deposit Schedule

ACTIVITY	NUMBERS	LOCAL NON-PROFIT	OUT OF AREA NON-PROFIT	LOCAL PROFIT	OUT OF AREA PROFIT
Mountain Biking	30-350	1% x \$150 x number of participants	2% x \$150 x number of participants	1.5% x \$150 x number of participants	3% x \$150 x number of participants
Cross Country Skiing*	30-350	.5% x \$150 x number of participants	1% x \$150 x number of participants	1% x \$150 x number of participants	1.5% x \$150 x number of participants
Triathlon*	30-350	1.5% x \$150 x number of participants	2.5% x \$150 x number of participants	2% x \$150 x number of participants	3.5% x \$150 x number of participants

Running/Walking/Snowshoe*	30-500	.5% x \$150 x number of participants	1% x \$150 x number of participants	1% x \$150 x number of participants	1.5% x \$150 x number of participants
Other (Events that may propose significant impacts to the system)	TBD	TBD	TBD	TBD	TBD

If Council approves additional participation above a capped quota of participants, add \$2.00/participant in addition to fees provided below.

*All winter events that propose to use the winter trails system may be subject to a grooming fees of \$30.00/hr. This fee may include pre-event preparation of the trails and post event maintenance of the trails.

10.18 Credit Card Transaction Fees

Effective July 1, 2019, there will be a 2.00% service fee for all non-utility credit card payments equal to or greater than \$5,000.

SECTION 11. MUNICIPAL ELECTION FEES

11.1 Fees for municipal elections are as follows:

\$150.00 Mayoral filing fee*

\$100.00 Council filing fee*

*Fees are waived for candidates who prefer to collect 100 signatures of Park City registered voters.

Council Agenda Item Report

Meeting Date: December 9, 2021

Submitted by: Alexandra Ananth

Submitting Department: Planning

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve Ordinance 2021-46, an Ordinance Approving the Park City Heights Phase 4 Subdivision, Located South of Calamity Lane, South of Richardson Flat Road and West of US Highway 40, Park City, Utah, and Approving the Acceptance of the Phase 1 Park City Heights Public Park
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[PC Heights Phase 4 and Park Staff Report](#)

[Exhibit A: Ordinance 2021-46](#)

[Exhibit B: Ivory Development Phase 4 Plat Extension Letter](#)

[Exhibit C: Park City Heights Phase 4 Plat](#)

City Council Staff Report



Subject: Park City Heights Phase 4 Subdivision
Application: PL-21-05047
Author: Alexandra Ananth
Date: December 9, 2021
Type of Item: Administrative – Modification of Ordinance 2019-47 and Acceptance of the Phase 1 Park City Heights Park

PLANNING DEPARTMENT

Recommendation

1) Review the requested Modification to Ordinance 2019-47, Condition of Approval 2 (COA #2), to extend the date of plat recordation and for the acceptance of the Phase 1 Park City Heights Park, 2) conduct a public hearing, and 3) consider approving Ordinance 2021-46 and accepting the Park City Heights Park, a public park.

Description

Applicant: Ivory Development LLC, represented by Brad Mackay
Location: Ledger, Stella and Piper Way
Zoning District: Community Transition and subject to the Park City Heights Master Planned Development (CT-MPD)
Adjacent Land Uses: Residential; Open Space
Reason for Review: City Council reviews and approves modifications to Ordinances

Background

The City Council approved [Ordinance 2019-47](#), the Park City Heights Phase 4 Subdivision, on August 29, 2019 ([Staff Report and Draft Ordinance](#), [Minutes](#) pages 13-14). For a variety of reasons, including the Covid 19 pandemic, the applicant did not record the Subdivision Plat within one year from the date of City Council approval (COA #2), nor did they file for an extension of time within the required time frame. The Planning staff is now requesting the City Council adopt a new ordinance to amend Ordinance 2019-47 COA #2 with a two-year extension of time, so that they can record the plat to enable the Park City Heights Phase 4 build out. Modifying Ordinance 2019-47 Condition of Approval 2 requires a new Ordinance. Because there are no changes to the Plat and the applicant is only requesting to modify COA #2 of the original ordinance, this application is being forwarded directly to the City Council and was not reviewed again by the Planning Commission. The Planning Commission unanimously recommended forwarding a positive recommendation to the City Council on August 14, 2019 ([Minutes](#).) and the Council approved Ordinance 2019-47 unanimously as well.

Phase 4 of the Park City Heights project includes 48 lots on 12.54 acres, consistent with the 2013 Amended Park City Heights Master Planned Development (MPD), Amended Approved Park City Heights Preliminary Plat, and Amended Approved Phasing Plan. Park City Heights includes 239 residential lots, of which 79 are for deed restricted affordable/attainable units.

In addition, the applicant is requesting the Council formally accept the Park City Heights Public Park which is part of the Park City Heights Phase 1 Plat. It is a Condition of Approval of the Park City Heights Master Planned Development, that the developer construct a neighborhood park on the property to be dedicated to the City upon completion.

The Park is now complete, and the Engineering and Building Departments have signed off on the completion of work. The Park consists of the following:

- Two pickle ball courts
- Basketball hoop within one of the pickle ball courts
- Shade structure and picnic pavilion with tables
- Dog park
- Drinking fountains (people and dogs),
- Various playground equipment
- Open field/grass areas
- Walkways and water efficient landscaping and irrigation
- Public restrooms

Analysis

Pursuant to Land Management Code (LMC) [§ 15-7.1-6\(C\)\(5\)](#), the City Council may grant extensions when the Applicant demonstrates there is no change in circumstance that would result in an unmitigated impact or a finding of non-compliance with the Park City General Plan or the Land Management Code in effect at the time of the extension request. A change in circumstance includes physical changes to the Property or surroundings.

There are no changes to the Plat and there have been no changes in circumstance that would result in an unmitigated impact or that would result in a finding of non-compliance with the Park City General Plan or the Land Management Code.

The proposed Park City Heights Phase 4 Plat continues to comply with the 2013 Amended Park City Heights MPD, Amended Approved Park City Heights Preliminary Plat, and Amended Approved Phasing Plan as outlined in Findings of Fact and Conclusions of Law of Ordinance No. 2019-47. Additionally, no amendments to the General Plan or Land Management Code since the original approval result in non-compliance.

The applicant is also fulfilling a Condition of Approval of the Park City Heights MPD with the proposed dedication of the park to the City.

Notice

Staff posted notice to the property and mailed courtesy notice to property abutters within 300 feet on November 4, 2021.

Public Input

No public input was received prior to the publication of this Staff Report.

Alternatives

- The City Council may approve Ordinance No. 2021-46 and accept the Park;
- The City Council may deny Ordinance No. 2021-46 and/or not accept the Park; the applicant will have to apply for Plat Approval again with review and recommendation by the Planning Commission and Final Action by the City Council and/or the applicant will have to modify the MPD Conditions that requires the Park be dedicated to the City; or
- The City Council may request additional information and continue the discussion to a date certain.

Exhibits

A: Ordinance 2021-46

B: Applicant's Request for Modification Letter

C: Park City Heights Phase 4 Plat

Ordinance No. 2021-46

AN ORDINANCE ACCEPTING DEDICATION OF THE PARK CITY HEIGHTS PARK AND MODIFICATION OF ORDINANCE 2019-47 APPROVING THE PARK CITY HEIGHTS PHASE 4 SUBDIVISION LOCATED SOUTH OF CALAMITY LANE, SOUTH OF RICHARDSON FLAT ROAD AND WEST OF US HIGHWAY 40, PARK CITY, UTAH.

WHEREAS, the owners of the property known as Park City Heights Phase 4 located south of Richardson Flat Road, south and east of State Road 248 and west of US 40, have petitioned the City Council for approval of the Park City Heights Phase 4 final subdivision plat; and

WHEREAS, on May 10, 2019, and July 31, 2019, legal notice was posted in the Park Record and on the Utah Public Notice website, as well as the Park City website; and

WHEREAS, the Planning Commission held a public hearing on June 12, 2019, to receive input on the subdivision; and

WHEREAS, the Planning Commission, held a public hearing on August 14, 2019, and forwarded a positive recommendation to the City Council; and

WHEREAS, on August 29, 2019, the City Council held a public hearing on the Park City Heights Phase 4 final subdivision plat and approved Ordinance 2019-47; and

WHEREAS, on November 4, 2021, the property was posted and mailed notice was sent to property owners within 300 feet, according to requirements of the Land Management Code; and

WHEREAS, on December 9, 2021, the City Council held a public hearing to modify Condition #2 of Ordinance 2019-47 in order to allow for an additional two years to record the plat; and

WHEREAS, there is good cause and it is in the best interest of Park City, Utah to extend the approval the Park City Heights Phase 4 final subdivision plat.

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

SECTION 1. ACCEPTANCE OF PARK DEDICATION. The City Council hereby accepts the park dedication of Parcel A in the Phase 1 Plat pursuant to a deed in a form approved by the City Attorney.

SECTION 2. APPROVAL MODIFICATION. The above recitals are hereby incorporated as findings of fact. The Park City Heights Phase 4 final subdivision plat, as shown in

Exhibit A, approval is modified subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located south of Richardson Flat Road, south and east of SR 248 and west of US Highway 40.
2. The property was annexed into Park City with the Park City Heights Annexation on May 27, 2010, and was zoned CT-MPD (Community Transition subject to the Park City Heights MPD).
3. On May 11, 2011, the Park City Planning Commission approved the Park City Heights MPD for a mixed residential development consisting of 160 market rate units and 79 affordable units on 239 acres.
4. On June 22, 2011, the Planning Commission reviewed and approved a preliminary subdivision plat as being consistent with the Park City Heights MPD.
5. On November 17, 2011, the City Council approved the original Park City Heights Phase 1 final subdivision plat.
6. On January 24, 2013 the City Council approved an extension of the Phase 1 plat to allow the applicant additional time to resolve issues regarding historic mine soils.
7. On November 6, 2013, the Planning Commission approved an amended Park City Heights MPD and preliminary plat to address relocation of lots and streets due to mine soils mitigation.
8. On February 27, 2014, the City Council approved a revised Park City Heights Phase 1 final subdivision plat that was subsequently recorded at Summit County on November 4, 2014.
9. On May 3, 2018, the City Council approved the Park City Heights Phase 2 final subdivision plat. This plat has not yet been recorded.
10. On April 4, 2019, the City Council approved the Park City Heights Phase 3 final subdivision plat. This plat has not yet been recorded.
11. On May 30, 2019 the City Council approved a two year extension of approval for the Phase 2 subdivision plat to allow additional time for completion of the streets and utilities.
12. On June 12, 2019 the Planning Commission reviewed the Phase 4 Subdivision Proposal and held a Public Hearing. There was no public comment and the Hearing was Continued.
13. On August 14, 2019 the Planning Commission reviewed the Phase 4 Subdivision Proposal and held a Public Hearing and forwarded a positive recommendation to the City Council.
14. The property is restricted by the Land Management Code, the Park City Heights Annexation Agreement, and the Amended Park City Heights Master Planned Development Agreement and the Park City Heights Design Guidelines.
15. The lots are not within the Entry Corridor Protection Overlay zone (ECPO) and no portion of this plat is within the Park City Soils Ordinance boundary.
16. The proposed subdivision plat creates 48 lots of record for 11 Homestead houses and 27 Cottage homes including 4 deed-restricted Cottage homes, dedicates public streets, utility, snow storage, drainage, and provides access and trail easements.

17. The Homestead lots (Lots 418-428) range in area from 8,293 to 10,783 square feet. Cottage Home lots (Lots 401-417 and 429-448) range in area from 4,442 sf to 9,842 square feet. Parcels A- D are platted as open space parcels with blanket easement for public utilities, access and trails.
18. The lots are consistent with the Lot and Site Requirements of the Community Transition (CT) District as conditioned by the Park City Heights MPD and Design Guidelines.
19. No non-conforming conditions are created by the subdivision.
20. The Park City Heights development is accessed from Richardson Flat Road, a public road, and access to lots and parcels within the proposed subdivision is from local public drives and streets. No lots or parcels access directly to Richardson Flat Road.
21. The subdivision complies with the Land Management Code regarding final subdivision plats, including CT zoning requirements, general subdivision requirements, and lot and street design standards and requirements.
22. General subdivision requirements related to 1) drainage and storm water; 2) water facilities; 3) sidewalks and trails; 4) utilities such as gas, electric, power, telephone, cable, etc.; 5) public uses, such as parks and playgrounds; and 6) preservation of natural amenities and features have been addressed through the Master Planned Development process as required by the Land Management Code.
23. Sanitary sewer facilities are required to be designed and installed in a manner prescribed by the Snyderville Basin Water Reclamation District (SBWRD).
24. There is good cause for this subdivision plat in that it creates legal lots and an open space parcel of record from metes and bounds described parcels; memorializes and expands utility easements and provides for new utility easements for orderly provision of utilities; provides for open space areas within and around the subdivision; dedicates easements and public streets consistent with the approved the Park City Heights Annexation Agreement and Master Planned Development.
25. As a condition of the Park City Heights MPD a total of 79 deed restricted affordable units are required. The Development Agreement states that all 28 Townhouse units and all 35 Park homes (all deed restricted affordable) are located in Phase 1, along with 5 Cottage homes and that "affordable units for subsequent phases will be identified with the final subdivision plats for those phases".
26. The affordable housing mitigation plan indicates that the Project may be platted in phases and that each primary phase may include sub-phases as market conditions dictate and the phases may be adjusted.
27. On February 27, 2019, the Planning Commission approved an amended subdivision phasing plan that aligns with the Housing Mitigation Plan.
28. On January 8, 2019, the Housing Authority approved an amended Park City Heights Housing Mitigation Plan.
29. The plat was not recorded with the County and the applicant submitted an application to modify Condition #2 of Ordinance 2019-47 in order to allow for an additional two years to record the plat.
30. This required a new Ordinance.
31. Findings in the Analysis section are incorporated herein.

Conclusions of Law:

1. The subdivision complies with LMC Chapter 7 as conditioned.
2. The subdivision is consistent with the Park City Land Management Code and applicable State law regarding subdivision plats.
3. The subdivision is consistent with the Park City Heights Annexation and the Park City Heights MPD and preliminary plat as amended and conditioned.
4. Neither the public nor any person will be materially injured as a result of approval of the proposed subdivision plat, as conditioned herein.
5. Approval of the proposed subdivision plat, subject to the conditions stated herein, will not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. City Planner, City Attorney and City Engineer review and approval of the final form and content of the subdivision plat for compliance with State law, the Land Management Code, and the conditions of approval, is a condition precedent to recordation of the plat.
2. The applicant will record the subdivision plat at Summit County within two years from the date of City Council approval. If recordation has not occurred within two year's time, this approval for the plat amendment will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. The applicant shall execute a one-year guarantee with the City Engineer for the retaining wall adjacent to the pickleball courts.
4. A plat note shall indicate that conditions of approval of the Amended Park City Heights MPD and preliminary plat, as amended and approved by the Planning Commission on November 6, 2013, and memorialized in the Park City Heights Development Agreement, as amended, February 26, 2014 and March 8, 2017, shall apply.
5. A plat note shall state that this plat is subject to this Ordinance (2021-46) (the Ordinance approving this subdivision).
6. Final approval of the sewer facilities by the Snyderville Basin Water Reclamation District is required prior to final plat recordation.
7. A plat note shall state that trees, structures and retaining walls shall not be located within SBWRD easements.
8. The plat shall indicate that all streets and utilities, except for sewer laterals, constructed within the ROW are dedicated to the City for public use. Final acceptance of these streets by the City shall occur upon completion and acceptance of the public improvements. The City will commence maintenance and snow removal from public streets once 50% of the units within this phase are complete and certificates of occupancy have been issued.
9. Ten foot wide public snow storage easements are required along all street frontages.
10. All survey monumentation as required by the LMC is required to be completed prior to acceptance of public improvements.
11. Parcels B - D are non-developable open space parcels and shall be dedicated to the Park City Heights HOA as restricted open space, to be owned and maintained by the

Master HOA, and shall be encumbered by utility, drainage, snow storage, access and public trails easements as determined by the City Engineer prior to plat recordation.

12. A plat note shall state that public trails within the open space parcels shall be constructed in type and location as approved by the City consistent with the MPD. Final constructed trails are agreed, by the recording of this plat, to be within ten (10') foot public trail easements. Trails within Phase 4 shall be constructed prior to recordation of this plat, or shall be bonded for as required by the City Engineer and City Open Space and Trails Manager.
13. A plat note shall state that all construction, including streets, utilities and structures shall comply with recommendations of the supplemental, updated soils investigation conducted by AGECEC on December 20, 2011 that updated and supplemented the June 9, 2006 Geotechnical Study provided by Gordon, Spilker, Huber Geotechnical Consultants, Inc.
14. A plat note shall state that additional soils studies and geotechnical reports may be required by the City Engineer and Chief Building Official prior to issuance of any building permits for structures, utilities, and roads. The report shall be reviewed by the City Engineer and Chief Building Official and any recommendations for utilization of special construction techniques to mitigate soils issues, such as expansive clays, shall be incorporated into conditions of the building permit and ROW Permit approval.
15. A plat note shall state that a landscape and irrigation plan shall be submitted and approved by the City for each lot, prior to building permit issuance. Landscaping and irrigation shall be consistent with the Park City Heights Design Guidelines.
16. A plat note shall state that a limits of disturbance plan (LOD) and existing vegetation protection plan shall be part of the building permit submittal.
17. A plat note shall state that exterior lighting shall conform to requirements of the City's Lighting Ordinance and the Park City Heights Design Guidelines.
18. A plat note shall state that applicable requirements of the LMC regarding top soil preservation, final grading, and landscaping shall be completed prior to issuance of a certificate of occupancy, or bonded for as determined and approved by the Chief Building Official.
19. A plat note shall state that grading, drainage and storm water run-off plans shall be approved by the City Engineer prior to building permit issuance.
20. A plat note shall state that prior to issuance of a building permit for any units within this plat, all building plans shall be reviewed for compliance with the Park City Heights Design Guidelines, including building setbacks, building height, maximum floor area, building articulation, architecture and materials, landscaping, lighting and other elements as stated in the Park City Heights Design Guidelines.
21. Confirmation of street names shall be provided by the City Engineer prior to plat recordation.
22. A note shall be added to the plat stating that all units shall be constructed to National Association of Home Builders National Green Building Standards Silver Certification (or other equivalent Green Building certification approved by the Planning Director) OR reach LEED for Homes Silver Rating (minimum 60 points). Green Building

Certification or LEED rating criteria to be used shall be those applicable at the time of the building permit submittal.

23. A plat note shall state that In addition to meeting Green Building or LEED for Homes checklists and in order to achieve water conservation goals, each house must either:
1) achieve at a minimum, the Silver performance Level points within Chapter 8, Water Efficiency, of the National Association of Home Builders National Green Building Standards; OR 2) achieve a minimum combined 10 points within the 1) Sustainable Sites (SS2) Landscaping and 2) Water Efficiency (WE) categories of the LEED for Homes Checklist. Points achieved in these resource conservation categories will count towards the overall score, as further described in the Park City Heights Design Guidelines.
24. A plat note shall state that an industry standard Third Party inspector shall be mutually agreed upon by the Chief Building Official and the applicant prior to issuance of a building permit to provide third party inspection for compliance with Green Building and Water Conservation requirements as required by the amended Master Planned Development Agreement. Final certification documenting compliance shall be provided to the Building Department prior to issuance of certificates of occupancy.
25. A construction mitigation plan (CMP) shall be submitted and approved by the City for compliance with the Municipal Code, LMC, and the MPD conditions of approval prior to building permit issuance on individual lots as well as for construction of public infrastructure. The CMP shall address construction access, parking, allowed hours of work, temporary lighting, construction signs, limits of disturbance, recycling and stockpiling of materials, re-vegetation of all disturbance areas, noise, dust, and other items listed on the standard CMP form required by the Building Department.
26. To mitigate impacts on existing City streets and residents, temporary construction access to Phase 4 shall be from Richardson Flat Road onto a temporary graded or paved access road, utilizing Lot C-1 and Parcel G located east of Piper Way, then accessing Piper Way just south of the Kinley Drive and Piper Way intersection. If an access easement can be acquired from the UDOT to use the US 40 frontage road for construction access for Phase 4, that option should be pursued to mitigate impacts on existing residents. This temporary access may require paving in order to prevent tracking of mud. The disturbed areas of Lot C-1 shall be re-graded and re-vegetated once constructed is complete or, if not used for a period of one year or longer.
27. Ledger Way (the section north of Calamity Lane) shall not be used for construction access to Phase 4.
28. A common construction recycling and excavation materials storage area within the development shall be utilized for this phase as required by the MPD.
29. All public improvements shall be completed and accepted prior to signing and recording of the plat, or a financial guarantee may be provided to the City, in a form and amount acceptable to the City for the value of all public improvements, including trails. All public improvements shall be completed according to City and provider standards and accepted by the City Council prior to release of this guarantee. Ten

percent of the bond shall be held by the City for the warranty period and until such improvements are accepted by the City.

30. A plat note shall state that maintenance of sidewalks (including, without limitation, snow removal), trails, lighting, and landscaping within the public rights-of-way and common areas, with the exception of public trails, shall be provided by the Master HOA, unless otherwise agreed upon by the City Council.
31. A plat note shall state that a fire protection and emergency access plan shall be submitted and approved by the Park City Fire District prior to the issuance of any building permits for this phase. The fire protection and emergency access plan shall include any required fire sprinkler systems and landscaping restrictions within the Wild land interface zones and shall ensure that Park City's ISO rating is not negatively affected by the development.
32. Residential fire sprinklers are required for all occupied structures as required by the Chief Building Official.
33. Issuance of building permits for Phase 4 are subject to completion and issuance of certificates of occupancy for deed restricted affordable housing as required by the approved Housing Mitigation Plan, as amended.
34. A note shall be included on the final plat stating the following maximum Residential Floor Area (aka house sizes), consistent with the LMC definitions, shall apply:
 - 3,500 square feet (Cottage homes)
 - 4,000 square feet (Homestead homes)
35. A note shall state that this plat is subject to the 2014 Amended Park City Heights MPD Development Agreement and the Water and Maintenance Agreement with Park City Municipal Corporation dated October 3, 2014.
36. No through roads may be provided through the Park City Heights MPD to the Deer Valley MPD subdivisions.
37. All standard project conditions shall apply.

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

PASSED AND ADOPTED this _9th__ day of _December_, 2021.

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, MAYOR

ATTEST:

Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

City Attorney's Office

Exhibit A- Park City Heights Phase 4 Subdivision Plat

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SUMMIT COUNTY, UTAH



October 29, 2021

Park City Planning
Park City Planning Department
Park City, UT 84060

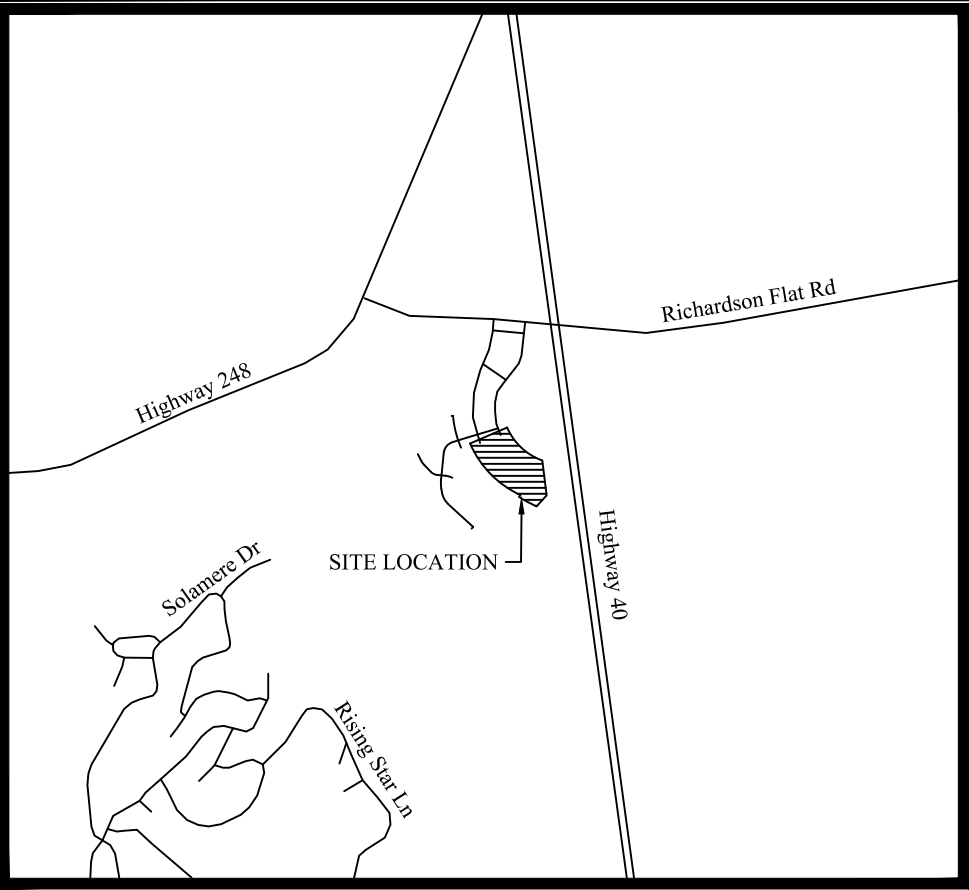
RE: Park City Heights Phase 4 Plat Extension

To Whom It May Concern:

This application is to request a 2 year extension of the final plat approval for Park City Heights phase 4 subdivision. The original approval was August 14, 2019. In early 2020 COVID 19 world pandemic hit and slowed everything down in the construction industry. It took several months to have the final plans approved for construction after the plat approval. We were able to install sewer before snow came in 2020. We have finished the rest of the construction in 2021 for the site improvements. Based upon all of these events over the last couple of years, Ivory Development LLC hereby request a 2 year extension to complete all the improvements associated with the plat.

Sincerely,

Brad Mackay, PE
Ivory Development LLC

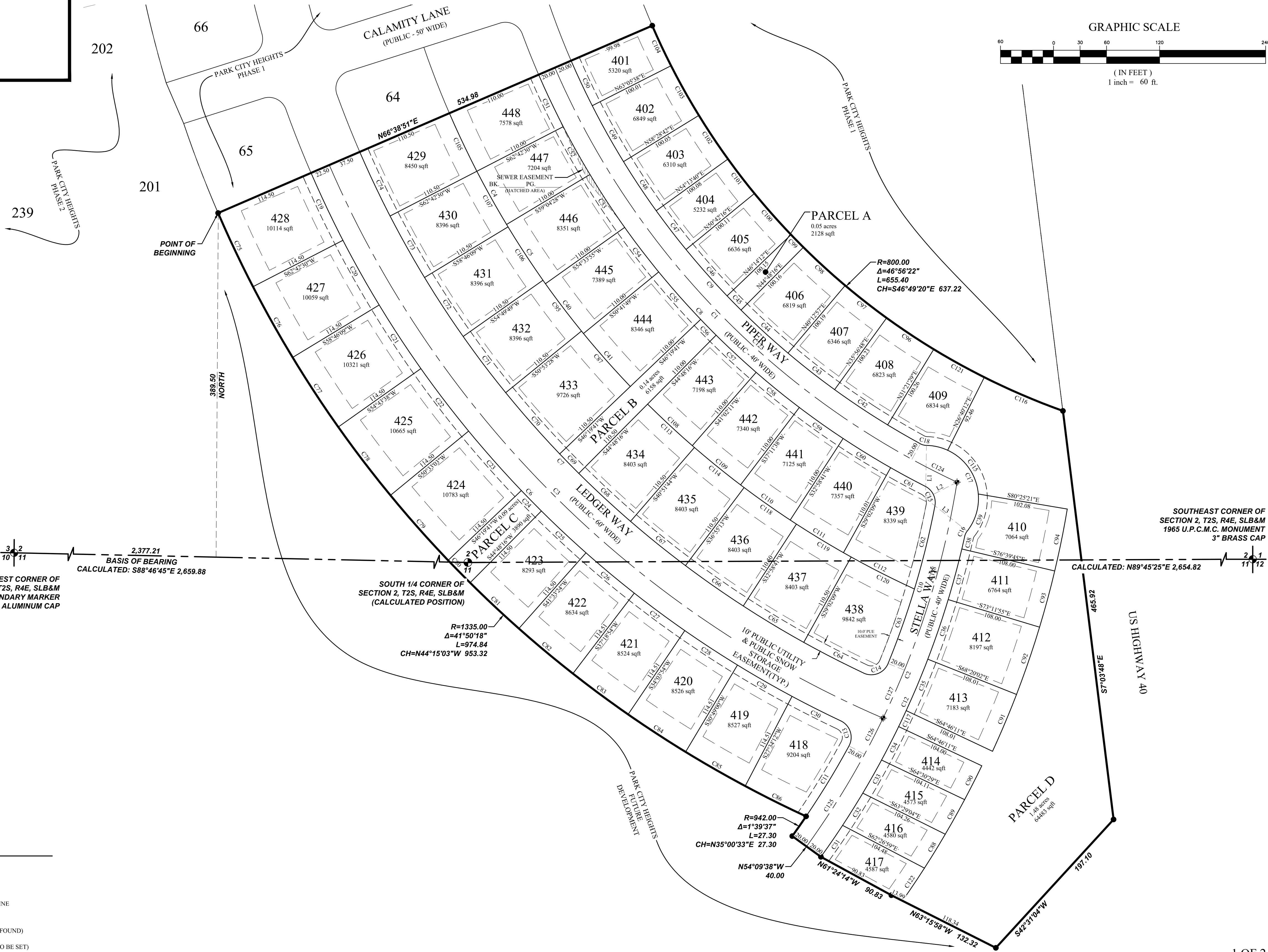
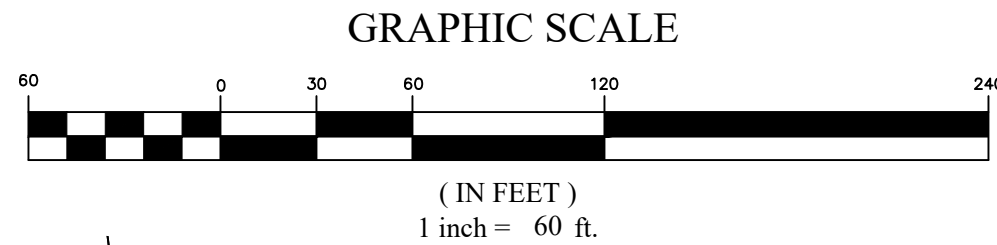


VICINITY MAP
N.T.S.

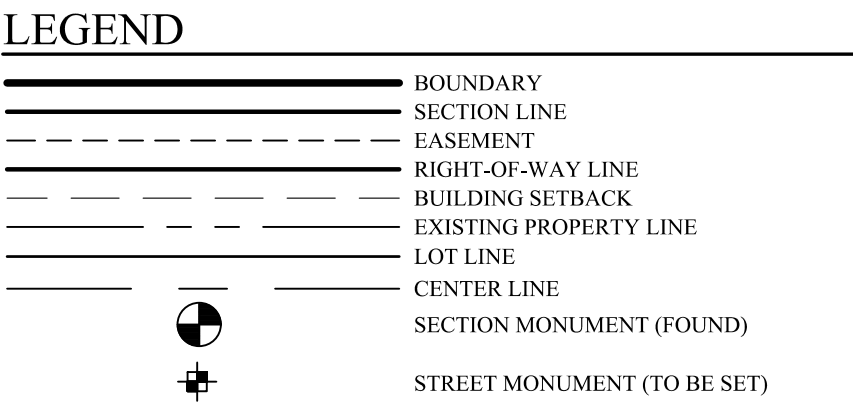
PARK CITY HEIGHTS

PHASE 4

A SUBDIVISION LOCATED IN THE SW1/4 AND SE1/4 OF SECTION 2
& THE NW1/4 AND NE1/4 OF SECTION 11,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
SUMMIT COUNTY, UTAH



NOTE:
• PARK CITY HEIGHTS WATER STORAGE TANK
OPERATING PERMIT FROM THE DIVISION OF DRINKING
WATER MUST BE GRANTED PRIOR TO BUILDING
DEPARTMENTS ISSUANCE OF AN OCCUPANCY PERMIT.



PREPARED BY
FOCUS
ENGINEERING AND SURVEYING, LLC
6949 SOUTH HIGH TECH DRIVE SUITE 200
MIDVALE, UT 84047 PH: (801) 352-0075
www.focusutah.com

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
THIS _____ DAY OF _____ 20____
BY: _____

PLANNING COMMISSION
APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____ A.D. 20____
CHAIRMAN _____

ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____ A.D. 20____
PARK CITY ENGINEER _____

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS _____ DAY OF _____ A.D. 20____
PARK CITY ATTORNEY _____

CERTIFICATE OF ATTEST
I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____ A.D. 20____
PARK CITY RECORDER _____

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____ A.D. 20____
PARK CITY MAYOR _____

RECORDED # _____
STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF _____
DATE _____ TIME _____ BOOK _____ PAGE _____
FEE _____ SUMMIT COUNTY RECORDER _____

SURVEYOR'S CERTIFICATE
I, Spencer W. Llewelyn, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 10516507 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owner(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-17 of said Code, and have subdivided said tract of land into lots, streets, and easements, and the same has, or will be correctly surveyed, staked and monumented on the ground as shown on this Plat, and that this Plat is true and correct.

FOR REVIEW ONLY
Spencer W. Llewelyn Professional Land Surveyor Certificate No. 10516507
Date _____

BOUNDARY DESCRIPTION
A portion of the SW1/4 & SE1/4 of Section 2 & the NW1/4 & NE1/4 of Section 11, Township 2 South, Range 4 East, Salt Lake Base & Meridian, Park City, Utah, more particularly described as follows:
Beginning at the Southwesterly Corner of Lot 65, PARK CITY HEIGHTS PHASE 1 SUBDIVISION, according to the Official Plat thereof on file in the Office of the Summit County Recorder, located S88°46'45"E along the Section Line 2,377.21 feet and North 389.50 feet from the Northwest Corner of Section 11, T2S, R4E, SLB&M; thence N66°38'51"E along said plat 535.00 feet; thence Southeasterly along the arc of a non-tangent curve to the left having a radius of 800.00 feet (radius bears: N66°40'56"E) a distance of 655.71 feet through a central angle of 46°57'41" Chord: S46°47'55"E 637.51 feet to the Westerly Right-of-Way of State Highway 40; thence along said right-of-way S07°03'48"E 465.54 feet; thence S42°31'04"W 197.10 feet; thence N63°15'58"W 132.32 feet; thence N61°24'14"W 90.83 feet; thence N54°09'38"W 40.00 feet; thence Northeasterly along the arc of a non-tangent curve to the left having a radius of 942.00 feet (radius bears: N54°09'38"W) a distance of 27.30 feet through a central angle of 01°39'37" Chord: N35°00'33"E 27.30 feet; thence Northwesterly along the arc of a non-tangent curve to the right having a radius of 1,335.00 feet (radius bears: N24°49'48"E) a distance of 974.84 feet through a central angle of 41°50'18" Chord: 44°15'03"W 953.32 feet to the point of beginning.
Contains: 12.54 acres+/-

OWNER'S DEDICATION
KNOW ALL MEN BY THESE PRESENTS THAT _____, THE _____ UNDERSIGNED OWNER OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, PARCELS, AND STREETS TOGETHER WITH EASEMENTS TO BE HEREINAFTER KNOWN AS
PARK CITY HEIGHTS PHASE 4
DO HEREBY DEDICATE TO SUMMIT COUNTY ALL THESE TRACTS OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER. THE UNDERSIGNED OWNERS ALSO CONVEY TO SUMMIT COUNTY, SNYDERVILLE BASIN WATER RECLAMATION DISTRICT, AND TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY AND DRAINAGE EASEMENTS SHOWN ON THIS PLAT, THE SAME TO BE USED FOR DRAINAGE AND THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY LINES AND FACILITIES.
IN WITNESS WHEREOF _____ HAVE HEREUNTO SET _____ HAND THIS ____ DAY OF _____ A.D. 20____

LIMITED LIABILITY ACKNOWLEDGMENT
STATE OF UTAH
S.S.
COUNTY OF _____
ON THE _____ DAY OF _____ A.D. 20____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AN FOR THE COUNTY OF SALT LAKE, IN SAID STATE OF UTAH, CHRISTOPHER P. GAMVROULAS, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE IS THE PRESIDENT OF IVORY DEVELOPMENT LLC, A UTAH LLC AND THAT HE SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.
MY COMMISSION EXPIRES: _____ A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN _____ COUNTY
MY COMMISSION No. _____ PRINTED FULL NAME OF NOTARY _____

PARK CITY HEIGHTS PHASE 4
A SUBDIVISION LOCATED IN THE SW1/4 AND SE1/4 OF SECTION 2 & THE NW1/4 AND NE1/4 OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN SUMMIT COUNTY, UTAH

PARK CITY HEIGHTS

PHASE 4

A SUBDIVISION LOCATED IN THE SW1/4 AND SE1/4 OF SECTION 2 & THE NW1/4 AND NE1/4 OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN SUMMIT COUNTY, UTAH

NOTES:

1. CONDITIONS OF APPROVAL OF THE AMENDED PARK CITY HEIGHTS MPD AND PRELIMINARY PLAT, AS AMENDED AND APPROVED BY THE PLANNING COMMISSION ON NOVEMBER 6, 2013, AND MEMORIALIZED IN THE PARK CITY HEIGHTS DEVELOPMENT AGREEMENT, AS AMENDED, FEBRUARY 26, 2014 AND MARCH 8, 2017, SHALL APPLY.
2. THIS SUBDIVISION IS SUBJECT TO THE CONDITIONS OF APPROVAL OF ORDINANCE 2019-47.
3. TREES, STRUCTURES AND RETAINING WALLS SHALL NOT BE LOCATED WITHIN SWBRD EASEMENTS.
4. ALL STREETS AND UTILITIES, EXCEPT FOR WASTEWATER SERVICE AND LATERALS, CONSTRUCTED WITHIN THE RIGHT-OF-WAY TO BE DEDICATED TO CITY FOR PUBLIC USE. FINAL ACCEPTANCE OF THESE STREETS BY THE CITY SHALL OCCUR UPON COMPLETION AND ACCEPTANCE OF THE PUBLIC IMPROVEMENTS. THE CITY WILL COMMENCE MAINTENANCE AND SNOW REMOVAL FROM PUBLIC STREETS ONCE 50% OF THE UNITS WITH THIS PHASE ARE COMPLETE AND CERTIFICATES OF OCCUPANCY HAVE BEEN ISSUED.
5. SNOW STORAGE EASEMENTS ARE GRANTED ALONG AND OUTSIDE THE PUBLIC RIGHT-OF-WAY WHERE NOTED ON THE PLAT.
6. PARCELS A-D ARE NON DEVELOPABLE OPEN SPACE PARCELS AND SHALL BE DEDICATED TO THE PARK CITY HEIGHTS HOA AS RESTRICTED OPEN SPACE, TO BE OWNED AND MAINTAINED BY THE MASTER HOA, AND SHALL BE ENCUMBERED BY UTILITY, DRAINAGE, SNOW STORAGE, ACCESS AND PUBLIC TRAIL EASEMENTS AS DETERMINED BY THE CITY ENGINEER PRIOR TO PLAT RECORDATION.
7. PUBLIC TRAILS WITHIN THE THE OPEN SPACE PARCELS SHALL BE CONSTRUCTED IN TYPE AND LOCATION AS APPROVED BY THE CITY CONSISTENT WITH THE MPD. FINAL CONSTRUCTED TRAILS ARE AGREED, BY THE RECORDING OF THIS PLAT, TO BE WITHIN TEN (10') FOOT PUBLIC TRAIL EASEMENTS. TRAILS WITHIN PHASE 4 SHALL BE CONSTRUCTED PRIOR TO RECORDATION OF THIS PLAT, OR SHALL BE BONDED FOR AS REQUIRED BY THE CITY ENGINEER AND CITY OPEN SPACE AND TRAILS MANAGER.
8. ALL CONSTRUCTION, INCLUDING STREETS, UTILITIES AND STRUCTURES SHALL COMPLY WITH RECOMMENDATIONS OF THE SUPPLEMENTAL, UPDATED SOILS INVESTIGATION CONDUCTED BY AGEC ON DECEMBER 20, 2011 THAT UPDATED AND SUPPLEMENTED THE JUNE 9, 2006 GEOTECHNICAL STUDY PROVIDED BY GORDON, SPILKER, HUBER GEOTECHNICAL CONSULTANTS, INC.
9. ADDITIONAL SOILS STUDIES AND GEOTECHNICAL REPORTS MAY BE REQUIRED BY THE CITY ENGINEER AND CHIEF BUILDING OFFICIAL PRIOR TO ISSUANCE OF ANY BUILDING PERMITS FOR STRUCTURES, UTILITIES, AND ROADS. THE REPORT SHALL BE REVIEWED BY THE CITY ENGINEER AND CHIEF BUILDING OFFICIAL AND ANY RECOMMENDATIONS FOR UTILIZATION OF SPECIAL CONSTRUCTION TECHNIQUES TO MITIGATE SOILS ISSUES, SUCH AS EXPANSIVE CLAYS, SHALL BE INCORPORATED INTO CONDITIONS OF THE BUILDING PERMIT AND R.O.W. PERMIT APPROVAL.
10. A LANDSCAPE AND IRRIGATION PLAN SHALL BE SUBMITTED AND APPROVED BY THE CITY FOR EACH LOT, PRIOR TO BUILDING PERMIT ISSUANCE. LANDSCAPING AND IRRIGATION SHALL BE CONSISTENT WITH THE PARK CITY HEIGHTS DESIGN GUIDELINES.
11. A LIMITS OF DISTURBANCE (LOD) AND EXISTING VEGETATION PROTECTION PLAN SHALL BE PART OF THE BUILDING PERMIT SUBMITTAL.
12. EXTERIOR LIGHTING SHALL CONFORM TO REQUIREMENTS OF THE CITY'S LIGHTING ORDINANCE AND THE PARK CITY HEIGHTS DESIGN GUIDELINES.
13. APPLICABLE REQUIREMENTS OF THE LMC REGARDING TOP SOIL PRESERVATION, FINAL GRADING, AND LANDSCAPING SHALL BE COMPLETED PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY, OR BONDED FOR AS DETERMINED AND APPROVED BY THE CHIEF BUILDING OFFICIAL.
14. GRADING, DRAINAGE AND STORM WATER RUN-OFF PLANS SHALL BE APPROVED BY THE CITY ENGINEER PRIOR TO BUILDING PERMIT ISSUANCE.
15. PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR ANY UNITS WITHIN THIS PLAT, ALL BUILDING PLANS SHALL BE REVIEWED FOR COMPLIANCE WITH THE PARK CITY HEIGHTS DESIGN GUIDELINES, INCLUDING BUILDING SETBACKS, BUILDING HEIGHT, MAXIMUM FLOOR AREA, BUILDING ARTICULATION, ARCHITECTURE AND MATERIALS, LANDSCAPING, LIGHTING AND OTHER ELEMENTS AS STATED IN THE PARK CITY HEIGHTS DESIGN GUIDELINES.

16. ALL UNITS SHALL BE CONSTRUCTED TO NATIONAL ASSOCIATION OF HOME BUILDERS NATIONAL GREEN BUILDING STANDARDS SILVER CERTIFICATION (OR OTHER EQUIVALENT GREEN BUILDING CERTIFICATION APPROVED BY THE PLANNING DIRECTOR) OR REACH LEED FOR HOMES SILVER RATING (MINIMUM 60 POINTS). GREEN BUILDING CERTIFICATION OR LEED RATING CRITERIA TO BE USED SHALL BE THOSE APPLICABLE AT THE TIME OF THE BUILDING PERMIT SUBMITTAL.
17. IN ADDITION TO MEETING GREEN BUILDING OR LEED FOR HOMES CHECKLISTS AND IN ORDER TO ACHIEVE WATER CONSERVATION GOALS, EACH HOUSE MUST EITHER: 1) ACHIEVE AT A MINIMUM, THE SILVER PERFORMANCE LEVEL POINTS WITHIN CHAPTER 8, WATER EFFICIENCY, OF THE NATIONAL ASSOCIATION OF HOME BUILDERS NATIONAL GREEN BUILDING STANDARDS; OR 2) ACHIEVE A MINIMUM COMBINED 10 POINTS WITHIN THE 1) SUSTAINABLE SITES (SS2) LANDSCAPING AND 2) WATER EFFICIENCY (WE) CATEGORIES OF THE LEED FOR HOMES CHECKLIST. POINTS ACHIEVED IN THESE RESOURCE CONSERVATION CATEGORIES WILL COUNT TOWARDS THE OVERALL SCORE, AS FURTHER DESCRIBED IN THE PARK CITY HEIGHTS DESIGN GUIDELINES.
18. THIRD PARTY INSPECTION WILL BE PROVIDED. AN INDUSTRY STANDARD THIRD PARTY INSPECTOR SHALL BE MUTUALLY AGREED UPON BY THE CHIEF BUILDING OFFICIAL, AND THE APPLICANT PRIOR TO BUILDING PERMIT ISSUANCE, TO PROVIDE THIRD PARTY INSPECTION FOR COMPLIANCE WITH GREEN BUILDING AND WATER CONSERVATION REQUIREMENTS. FINAL CERTIFICATION DOCUMENTING COMPLIANCE SHALL BE PROVIDED TO THE BUILDING DEPARTMENT PRIOR TO ISSUANCE OF CERTIFICATES OF OCCUPANCY.
19. A FINANCIAL GUARANTEE, IN A FORM AND AMOUNT ACCEPTABLE TO THE CITY AND IN CONFORMANCE WITH THE CONDITIONS OF APPROVALS, AMOUNTING TO 100% OF THE VALUE OF ALL REQUIRED PUBLIC IMPROVEMENTS, INCLUDING THOSE PUBLIC IMPROVEMENTS IDENTIFIED IN THE AMENDED MPD, SHALL BE PROVIDED TO THE CITY PRIOR TO BUILDING PERMIT ISSUANCE FOR NEW CONSTRUCTION WITH EACH PHASE. ALL PUBLIC IMPROVEMENTS SHALL BE COMPLETED ACCORDING TO THE CITY STANDARDS PRIOR TO RELEASE OF GUARANTEE. TEN PERCENT OF THE 100% BOND SHALL BE HELD BY THE CITY FOR THE WARRANTY PERIOD AND UNTIL SUCH IMPROVEMENTS ARE ACCEPTED BY THE CITY.
20. MAINTENANCE OF SIDEWALKS (INCLUDING, WITHOUT LIMITATION, SNOW REMOVAL), TRAILS, LIGHTING, AND LANDSCAPING WITHIN THE PUBLIC RIGHTS-OF-WAY AND COMMON AREAS, WITH THE EXCEPTION OF THE PUBLIC PARK AND PUBLIC TRAILS, SHALL BE PROVIDED BY THE MASTER HOA, UNLESS OTHERWISE AGREED UPON BY THE CITY COUNCIL.
21. A FIRE PROTECTION AND EMERGENCY ACCESS PLAN SHALL BE SUBMITTED AND APPROVED BY THE PARK CITY FIRE DISTRICT PRIOR TO THE ISSUANCE OF ANY BUILDING PERMITS FOR THIS PHASE. THE FIRE PROTECTION AND EMERGENCY ACCESS PLAN SHALL INCLUDE ANY REQUIRED FIRE SPRINKLER SYSTEMS AND LANDSCAPING RESTRICTIONS WITHIN THE WILD LAND INTERFACE ZONES AND SHALL ENSURE THAT PARK CITY'S ISO RATING IS NOT NEGATIVELY AFFECTED BY THE DEVELOPMENT.
22. RESIDENTIAL FIRE SPRINKLERS ARE REQUIRED FOR ALL OCCUPIED STRUCTURES AS REQUIRED BY THE CHIEF BUILDING OFFICIAL.
23. ISSUANCE OF BUILDING PERMITS FOR PHASE 4 ARE SUBJECT TO COMPLETION AND ISSUANCE OF CERTIFICATES OF OCCUPANCY FOR DEED RESTRICTED AFFORDABLE HOUSING AS REQUIRED BY THE APPROVED HOUSING MITIGATION PLAN, AS AMENDED.
24. MAXIMUM RESIDENTIAL FLOOR AREA (AKA HOUSE SIZES), CONSISTENT WITH THE LMC DEFINITIONS, SHALL APPLY:
LOTS 401 - 413 & 418 - 448 WILL BE COTTAGE HOME LOTS AND WILL HAVE A MAXIMUM RESIDENTIAL FLOOR AREA OF 3,500 SF CONSISTENT WITH THE LMC DEFINITIONS.
LOTS 414 - 417 WILL BE CONSIDERED PARK HOMES AND WILL FOLLOW THE APPROPRIATE DESIGN GUIDELINES FOR HOME SIZES AND SETBACK CRITERIA.
25. THIS PLAT IS SUBJECT TO THE 2014 AMENDED PARK CITY HEIGHTS MPD DEVELOPMENT AGREEMENT AND THE WATER AND MAINTENANCE AGREEMENT WITH PARK CITY MUNICIPAL CORPORATION, DATED OCTOBER 3, 2014.

Curve Table					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	920.00	41°36'29"	668.10	S44°07'35"E	653.52
C2	962.00	26°48'44"	450.18	N22°26'00"E	446.08
C3	1198.00	43°23'23"	907.24	S45°01'26"E	885.71
C4	1050.00	3°45'50"	68.98	S29°10'25"E	68.97
C5	1050.00	4°22'30"	80.18	S33°14'50"E	80.16
C6	1220.50	41°23'03"	881.55	S44°01'18"E	862.52
C7	1160.50	41°23'30"	838.37	S44°01'27"E	820.26
C8	940.00	39°44'58"	652.13	S43°11'52"E	639.13
C9	900.00	38°02'36"	597.58	S42°20'36"E	586.67
C10	942.00	11°20'06"	186.36	N16°32'59"E	186.05
C11	942.00	5°40'44"	93.37	N31°20'23"E	93.33
C12	982.00	23°21'05"	400.22	N24°09'49"E	397.46
C13	20.50	93°12'50"	33.35	N18°06'24"W	29.79
C14	20.50	93°03'45"	33.30	N68°44'55"E	29.76
C15	20.50	73°57'16"	26.46	N26°05'42"W	26.66
C16	15.00	25°34'15"	6.69	S25°16'24"W	6.64
C17	60.00	126°57'53"	132.96	N25°25'25"W	107.38
C18	15.00	27°32'28"	7.21	S75°08'08"E	7.14
C19	1220.50	3°57'43"	84.40	N25°18'38"W	84.38
C20	1220.50	3°56'21"	83.91	N29°15'40"W	83.89
C21	1220.50	4°02'31"	86.10	N33°15'06"W	86.08
C22	1220.50	4°10'35"	88.97	N37°21'39"W	88.95
C23	1220.50	4°13'22"	89.95	N41°33'38"W	89.93
C24	1220.50	1°31'24"	32.45	N44°26'01"W	32.45
C25	1220.50	3°14'52"	69.18	N46°49'09"W	69.17
C26	1220.50	3°20'27"	71.17	N50°06'49"W	71.16
C27	1220.50	3°20'32"	71.20	N53°27'18"W	71.19
C28	1220.50	3°20'36"	71.22	N56°47'52"W	71.21
C29	1220.50	3°20'38"	71.23	N60°08'29"W	71.22
C30	1220.50	2°54'01"	61.78	N63°15'49"W	61.78
C31	982.00	2°31'14"	43.20	S34°34'45"W	43.20
C32	982.00	2°30'55"	43.11	S32°03'40"W	43.10
C33	982.00	2°30'41"	43.04	S29°32'52"W	43.04
C34	982.00	2°28'42"	42.48	S27°03'11"W	42.47
C35	982.00	3°41'05"	63.15	S22°48'16"W	63.14
C36	982.00	4°09'39"	71.31	S18°52'54"W	71.30
C37	982.00	3°27'50"	59.37	S15°04'10"W	59.36
C38	982.00	0°50'58"	14.56	S12°54'46"W	14.56
C39	60.00	42°49'13"	44.84	S16°38'55"W	43.80
C40	1050.00	3°52'06"	70.89	S37°22'08"E	70.88
C41	1050.00	4°22'08"	80.07	S41°29'15"E	80.05
C42	900.00	4°35'19"	72.08	S56°20'51"E	72.06
C43	900.00	4°16'09"	67.06	S51°55'07"E	67.05
C44	900.00	4°35'19"	72.08	S47°29'23"E	72.06
C45	900.00	1°25'56"	22.50	S44°28'46"E	22.49

Line Table		
LINE	DIRECTION	LENGTH
L1	S01°05'38"W	60.00
L2	N62°44'03"E	40.19
L3	S51°56'28"E	60.00

Curve Table					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C46	900.00	4°28'04"	70.18	S41°31'46"E	70.16
C47	900.00	3°31'25"	55.35	S37°32'02"E	55.34
C48	900.00	4°15'02"	66.77	S33°38'49"E	66.75
C49	900.00	4°36'56"	72.50	S29°12'50"E	72.48
C50	900.00	3°35'04"	56.30	S25°06'50"E	56.29
C51	940.00	3°58'07"	65.11	N25°18'26"W	65.10
C52	940.00	3°46'45"	62.00	N29°10'53"W	61.99
C53	940.00	4°21'50"	71.59	N33°15'10"W	71.58
C54	940.00	3°52'06"	63.46	N37°22'08"W	63.45
C55	940.00	4°22'08"	71.68	N41°29'15"W	71.66
C56	940.00	1°31'24"	24.99	N44°26'01"W	24.99
C57	940.00	3°46'05"	61.82	N47°04'46"W	61.81
C58	940.00	3°50'33"	63.04	N59°53'06"W	63.03
C59	940.00	3°42'05"	60.73	N54°39'25"W	60.72
C60	940.00	3°50'50"	63.12	N58°22'59"W	63.11
C61	940.00	2°43'04"	44.59	N61°46'55"W	44.58
C62	942.00	5°53'38"	96.90	N13°49'45"E	96.86
C63	942.00	5°26'28"	89.46	N19°29'48"E	89.42
C64	1160.50	3°45'22"	76.08	S62°50'32"E	76.06
C65	1160.50	3°56'32"	79.85	S58°59'35"E	79.83
C66	1160.50	3°56'32"	79.85	S55°03'03"E	79.83
C67	1160.50	3°56'32"	79.85	S51°06'31"E	79.83
C68	1160.50	3°56'32"	79.85	S47°09'59"E	79.83
C69	1160.50	1°31'24"	30.86	S44°26'01"E	30.86
C70	1160.50	4°33'47"	92.42	S41°23'25"E	92.40
C71	1160.50	3°56'21"	79.78	S37°08'21"E	79.77
C72	1160.50	3°56'21"	79.78	S33°12'00"E	79.77
C73	1160.50	3°56'21"	79.78	S29°15'40"E	79.77
C74	1160.50	3°57'47"	80.27	S25°18'36"E	80.25
C75	1335.00	3°57'36"	92.27	S25°18'42"E	92.25
C76	1335.00	3°56'21"	91.78	S29°15'40"E	91.76
C77	1335.00	4°02'31"	94.18	S33°15'06"E	94.16
C78	1335.00	4°10'35"	97.31	S37°21'40"E	97.29
C79	1335.00	4°13'22"	98.39	S41°33'38"E	98.37
C80	1335.00	1°31'24"	35.50	S44°26'01"E	35.50
C81	1335.00	3°14'52"	75.67	S46°49'10"E	75.66
C82	1335.00	3°25'05"	79.64	S50°09'08"E	79.63
C83	1335.00	3°20'04"	77.69	S53°31'43"E	77.68
C84	1335.00	3°20'06"	77.71	S56°51'48"E	77.70
C85	1335.00	3°20'08"	77.72	S60°11'55"E	77.71
C86	1335.00	3°18'13"	76.97	S63°31'06"E	76.96
C87	1050.00	4°33'47"	83.62	S41°23'26"E	83.60
C88	1086.00	2°22'21"	44.97	N31°34'43"E	44.97
C89	1086.00	2°22'06"	44.89	N29°12'29"E	44.89
C90	1086.00	2°15'57"	42.95	N26°53'27"E	42.94

Curve Table					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C91	1090.00	3°40'22"	69.87	N22°52'06"E	69.86
C92	1090.00	4°13'50"	80.48	N18°55'00"E	80.46
C93	1090.00	3°27'50"	65.90	N15°04'10"E	65.89
C94	1090.00	3°45'36"	71.53	N11°27'27"E	71.52
C95	1050.00	3°56'21"	72.19	S37°08'22"E	72.17
C96	800.00	4°35'14"	64.05	N56°22'39"W	64.03
C97	800.00	4°16'05"	59.59	N51°57'00"W	59.58
C98	800.00	4°35'15"	64.05	N47°31'19"W	64.04
C99	800.00	1°25'55"	19.99	N44°30'44"W	19.99
C100	800.00	4°28'01"	62.37	N41°33'47"W	62.35
C101	800.00	3°31'23"	49.19	N37°34'04"W	49.18
C102	800.00	4°15'01"	59.35	N33°40'52"W	59.33
C103	800.00	4°36'55"	64.44	N29°14'54"W	64.42
C104	800.00	3°35'18"	50.10	N25°08'48"W	50.09
C105	1050.00	3°57'56"	72.67	N25°18'32"W	72.66
C106	1050.00	3°56'21"	72.19	S33°12'01"E	72.17
C107	1050.00	3°56'21"	72.19	S29°15'40"E	72.17
C108	1050.00	3°46'05"	69.05	S47°04'46"E	69.04
C109	1050.00	3°50'33"	70.42	S50°53'06"E	70.41
C110	1050.00	3°45'19"	68.82	S54°41'02"E	68.81
C111	1050.00	3°51'39"	70.75	S58°29'31"E	70.74
C112	1050.00	4°55'24"	90.23	S62°53'03"E	90.20
C113	1050.00	3°56'32"	72.24	S47°10'00"E	72.23
C114	1050.00	3°56'32"	72.24	S51°06'32"E	72.23
C115	60.00	60°30'42"	63.37	S35°01'02"E	60.46
C116	800.00	6°56'04"	96.82	S66°49'29"E	96.76
C117	982.00	1°10'01"	20.00	N25°13'49"E	20.00
C118	1050.00	3°56'32"	72.24	S55°03'03"E	72.23
C119	1050.00	3°56'32"	72.24	S58°59'35"E	72.23
C120	1050.00	4°22'53"	80.30	S63°09'18"E	80.28
C121	800.00	4°41'11"	65.43	N61°00'52"W	65.42
C122	1086.00	2°21'13"	44.61	N33°56'30"E	44.61
C123	920.00	38°02'34"	610.85	S42°20'37"E	599.69
C124	920.00	3°33'55"	57.25	S63°08'52"E	57.24
C125	962.00	7°20'21"	123.23	S32°10'11"W	123.14
C126	962.00	2°44'30"	46.03	S27°07'46"W	46.03
C127	962.00	3°32'29"	59.46	S23°59'16"W	59.45
C128	962.00	13°11'24"	221.46	S15°37'20"W	220.97

PARK CITY HEIGHTS
PHASE 4

A SUBDIVISION LOCATED IN THE SW1/4 AND SE1/4 OF SECTION 2 & THE NW1/4 AND NE1/4 OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN SUMMIT COUNTY, UTAH

RECORDED # _____

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

DATE _____ TIME _____ BOOK _____ PAGE _____

FEE _____ SUMMIT COUNTY RECORDER _____

Council Agenda Item Report

Meeting Date: December 9, 2021

Submitted by: Jason Glidden

Submitting Department: Community Development

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve the Memorandum of Understanding in a Form Approved by the City Attorney's Office with JF Development Regarding the Development of the Homestake Lot Owned by Park City Municipal Corporation

(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Homestake MOU Staff Report](#)

[Exhibit A: Request for Qualifications - Homestake Parcel](#)

[Exhibit B: Draft MOU for Homestake Parcel](#)

City Council Staff Report

Subject: Homestake Lot - Memorandum of Understanding with JF Development
Authors: Jason Glidden, Affordable Housing Program
Department: Housing
Date: December 9, 2021
Type of Item: Administrative

Recommendation

Hold a public hearing and approve the Memorandum of Understanding (MOU) in a form approved by the City Attorney's Office with JF Development regarding the development of the Homestake Lot to further the community's affordable housing goals.

Executive Summary

The City continues to aggressively push forward towards the goal of creating 800 affordable housing units by 2026. Public/Private partnerships have been identified as a key strategy to reach this goal. To that end, the City identified the City-owned Homestake Lot, located at 1875 Homestake Road, as an ideal location to build community housing in the heart of Park City. The City released a Request for Qualifications (RFQ) and received nine proposals, from both local and national firms, to develop the land for affordable housing.

A selection committee was formed by staff to evaluate and score proposals, and three firms were selected to participate in a second round of interviews. After interviews reference checks, the committee recommended JF Development (Developer) to begin negotiating a potential Development Agreement. To conduct the negotiation on the City's behalf, the City procured Specific Performance, Inc., to rely upon their negotiation, entitlement, and local development experience.

A draft MOU between the Developer and Park City has been drafted to ensure that City Council's goals are met prior to formalizing a Development Agreement. The MOU outlines the overall goals of the partnership, a proposed timeline, and general terms. If approved, the MOU will inform the final Development Agreement.

Background

In 2016, the City Council passed Resolution HA 01-2016, establishing a goal to create 800 new affordable units by 2026. During a work session on February 17, 2021, the City Council directed Staff to explore public-private partnership (PPP) opportunities to better leverage public funds. Staff convened a Private/Public Partnership (PPP) Task Force made up of local housing experts, non-profits, and development and financial professionals. The Task Force provided input on PPP's and emphasized the importance

of the City providing land to make a PPP viable in Park City's expensive real estate and development market. Based on their input, Council directed an RFQ to consider the development of affordable housing on the Homestake Lot.

The RFQ was published on April 30th, 2021 (Exhibit A.). The review committee scored each proposal and debated qualifications. Members are listed below:

HOMESTAKE LOT RFQ REVIEW COMMITTEE MEMBERS	
Mary Wintzer	Ironhorse District/Developer
Stephanie Wilson	Commercial Developer
Matt Abbott	Giv Group
Jason Glidden	Housing Development Manager - PCMC
Sara Nagel	Treasurer - PCMC
Luke Cartin	Sustainability Manager - PCMC
Erik Daenitz	Assistant Budget Director - PCMC

The review committee met and scored proposals to create a preliminary ranking:

	CHELSEA INVESTMENT GROUP	COLUMBUS PACIFIC	J. FISHER	KNOWLTON GROUP	MOUNTAIN VIEW APARTMENTS	REDWOOD NATIONAL PROPERTIES	SERVITAS	STARWOOD	TWG
Jason	5	3	1	7	9	8	2	6	3
Erik	7	4	1	6	9	8	2	4	2
Matt	6	5	2	3	9	1	8	6	3
Mary	3	3	1	6	9	8	2	5	7
Stef	3	6	2	5	9	8	1	4	7
Sara	3	2	1	7	9	8	3	5	6
Luke	6	3	2	3	9	8	1	7	5
AVERAGE	4.71	3.71	1.43	5.29	9	7.00	2.71	5.29	4.71

Questions were provided to each finalist prior to interviews and narrowed from four down to two firms (JF Development and Servitas). Follow-up questions were proposed and reference checks conducted on prior/current projects. The review committee recommended JF Development to partner for an affordable housing PPP.

Specific Performance Inc. was engaged to draw upon their local development and negotiation expertise. The draft MOU (Exhibit B) outlines the overall goals of the partnership, a proposed timeline, as well as the general terms of the agreement. The final development agreement will be built off of the MOU.

Analysis

Under the MOU, the Developer agrees to develop under the following terms:

- Optimize the number of affordable units within the constraints of the property;
- Create mixed-income housing made up of a minimum of 80% affordable rental housing and attains an average Area Median Income (AMI) level of 60%;
- Deed restricted affordable units for 50 years;
- Work in good faith to achieve the City's Net-Zero energy requirements;
- Design a parking plan and accessibility plan that includes walkability features, secured bike parking, alternative modes of transportation, and reduces residents'

- reliance on personal vehicle use;
- Seek neighborhood input through community meetings and/or outreach; and
- Provide long-term operations and maintenance of the Project, including resident services programming.

Under the MOU, the City will:

- Retain ownership of the parcel;
- Allow the Developer access to the parcel for surveying and/or testing, as required for planning and due diligence prior to the execution of future development agreements or other binding documents;
- Negotiate in good faith a ground lease that has terms and pricing contingent upon the securing of all financing for the development and operation of the Project;
- Provide administrative support to successfully work through the required reviews and approvals through the issuance of the certificate of occupancy for the Project;
- Assist in gathering the neighborhood for community meetings and/or outreach;
- Use good faith, diligent efforts to cooperate with Developer in seeking its applicable entitlements, approvals, and permits for the Project; and
- Work in good faith with Developer to achieve acceptable Project feasibility through appropriate support and consideration of environmental remediation, affordability, design, sustainability, transportation, and other Project requirements and preferences.
- Agree to reimburse the Developer up to \$50,000 for actual costs incurred during the pre-development stage if the City decided not to move forward with a development agreement with the Developer.

Funding

The total amount of funding from the City for this project will be determined in the development/ground lease agreement. The Housing Fund would be the immediate source used to contribute resources if desired or necessary.

Exhibits

- A- RFQ for the Homestake Lot
- B- DRAFT Memorandum of Understanding – Homestake Lot



REQUEST FOR QUALIFICATIONS

AFFORDABLE HOUSING DEVELOPMENT OPPORTUNITY

1875 HOMESTAKE PARK CITY, UTAH

RELEASE DATE | April 30, 2021

SUBMISSION DEADLINE | May 28, 2021

NOTICE TO DEVELOPERS

REQUEST FOR QUALIFICATIONS FOR DEVELOPMENT PARTNERS

Homestake Development Partnership

PROPOSALS DUE: **By 3:00 p.m. on Friday, May 28, 2021**
Via e-mail to Jason Glidden Housing Development Manager at:
jglidden@parkcity.org.

PROJECT NAME: 1875 Homestake Road – Development Partnership

RFQ AVAILABLE: The RFQ is available from Housing Development Manager Jason Glidden at:
jglidden@parkcity.org. Any modifications or addendums including questions to the RFQ will be made in
redlined form on the website each week. Please check the RFQ on the website each Friday.

PROJECT LOCATION: 1875 Homestake Road, Park City, Utah

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

All questions shall be submitted in writing by 2:00 p.m. on Friday, May 21, 2021, to Jason Glidden at:
jglidden@parkcity.org.

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

In the event of difficulty submitting electronically, proposals can be dropped off to the City Recorder, located at 445 Marsac Avenue, Third Floor – Executive Department, Park City, UT 84060. Proposals submitted through the City Recorder should be received on a zip drive. No paper copies should be submitted.

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SECTION I - PROJECT INFORMATION

INTRODUCTION

Park City has a community goal of developing 800 affordable units by 2026. In an effort to further that goal, the City has identified public/private partnerships as a possible opportunity, as part of the [2021 Amendment](#) to the [2020 Housing Assessment and Plan](#). Park City Municipal Corporation (“PCMC”) owns 1.86 acres located at 1875 Homestake Road (“Property”) in the Bonanza Business District in close proximity to the proposed Art & Culture District as described in Exhibit A attached hereto and made a part hereof. PCMC requests Statements of Qualifications (“Responses”) from experienced developers (“Respondents”) interested in working with PCMC to design and construct a mixed income, multi-family housing project (“Project”) on the Property. The Project goal is primarily a residential, rental development that contains 80% or more affordable units, but the City may consider an approach where residents could purchase individual housing units in the alternative. PCMC seeks to enter into a partnership to timely deliver a successful and financially viable residential development that maximizes the number of affordable units for the longest term.

To this end, PCMC seeks a developer experienced with affordable, multi-family residential rental projects, urban infill, brownfield redevelopment, public/private partnerships and associated tax, grant and regulatory matters, and the financing and operation of mixed-income housing.

PCMC will partner in the Project by providing all the land specified in Exhibit A: Property Description and may work with Developer to provide financial tools and incentives for a Project that achieves a high level of affordable housing and community benefits as outlined in Exhibit B: Project Requirements and Preferences. Refer to Section V – PCMC Development Tools for additional information.

The developer selected by PCMC (“Developer”) must be willing to complete the following as part of the Project:

- Design a new Project for the Property containing a vibrant mix of uses, including, but not limited to, affordable and market rate housing, resident amenity spaces, walkability features, parking improvements, and possibly complimentary commercial space
- Lease the Property at a price to be negotiated with PCMC, taking into account the above requirements. Construct and operate the Project per future agreements with PCMC.

SITE CHARACTERISTICS

Located in the General Commercial Zoning District, the Property is 1.86 acres in size and is in close proximity to the Park City Mountain Resort, Historic Main Street, multiple Park City transit stops, and the proposed Art & Culture District. The property is currently a parking lot with no structures present. Developer will work with PCMC to conduct a thorough assessment of the soils on the Property and remove and/or remediate them as necessary in order to construct the selected developer’s preferred

program on the Property. This includes removal and hauling of any contaminated soils, as well as capping remaining soils left on property in accordance with Park City's Soil ordinance. PCMC will provide assistance in remediation of contaminated soils. Condition of title is subject to the developer's due diligence. Please refer to Exhibit A Property Description for additional information about the Property.

Land is "as is" and all statements and descriptions herein are general in nature subject to responders' verification of site conditions and site inspection prior to submission and final agreements. The City makes no implied or express warranties or warranties for particular purpose regarding the Property.

WRITTEN AGREEMENTS REQUIRED

Development Agreement. Upon completion of the selection process, the successful respondent ("Developer") will be required to enter into a written Development Agreement ("DA") with PCMC. The responsibilities of the Developer shall be defined and detailed in that DA. The DA will likely contain, but will not be limited to, the below provisions. Developers responding to this RFQ shall acknowledge their receipt and review of these terms in their proposals.

1. Developer will develop a construction budget and a proposed operations and maintenance budget for the project, both of which require approval by the City.
2. Developer will investigate (City will provide previous conducted environmental studies) the environmental condition of the site and undertake any necessary remediation or management of any contamination of the site. Once a remediation plan has been developed and approved by the City, the City will provide assistance in the remediation of contaminated soils.
3. Developer will be responsible for financing the entire cost of the project, including predevelopment costs such as design, engineering, and other studies along with development costs, such as infrastructure and construction costs, through its own equity, borrowing, tax credits, governmental incentives, or other sources of funds. In approaching the development of these projects, the Developer should be careful not to rely exclusively upon tax credit financing. PCMC believes that such an approach restricts the market of individuals who can reside at the project, and does not allow for the creation of a true mixed income community. PCMC encourages the development of profitable market rate units to serve as a mechanism for maximizing the number of affordable units to be developed.
4. Developer will prepare a timetable for beginning and completing construction of the project that is satisfactory to the City.
5. Developer will be responsible for procuring all necessary regulatory approvals for construction and operation of the project.
6. Developer must actively seek input from community stakeholders, neighborhood associations and residents, and the City during the planning phase of all projects. The final development plan must be approved by the City in accordance with all planning and zoning requirements. Transparency and communication are key components of community trust and confidence in public housing and the Housing Authority. Engagement and active participation of residents, businesses, neighborhood associations, governmental officials and agencies, and other community stakeholders is a

mandatory requirement under this solicitation. It is expected that the developers will schedule and coordinate meetings, community workshops and other public forums to assure that all stakeholders in the development process are continuously kept abreast of ongoing activity. All community activities and dissemination of public information shall be coordinated with the Housing Authority, PCMC's Public Information Officer, and the Housing Department Project Manager.

7. Developer will be responsible for monthly progress meetings with the Project Advisory Group (Developer, Architect, General Contractor, Housing Development Manager, City's Project Manager) throughout planning and construction of the project.
8. Developer will be responsible for long term operation and maintainance of the project, ensuring that the project continues to meet all federal, state, and local codes and provides a clean and healthy environment for all residents and guests.
9. In the event Developer does not commence active construction or have a substantial portion of the planning of the project completed (including Master Planned Development (MPD) approval) within one (1) year of the lease of the site, the City shall have the right to terminate the lease and take possession of the site. Extensions to this deadline may be negotiated.
10. Developer shall not sell, convey, sublease or otherwise transfer or assign any rights incorporated into any agreement with PCMC without prior and written consent of the City Council.
11. Developer will present conceptual design, schematic design, design development, and final construction documents for review and approval by PCMC. Approval by PCMC does not in any way relieve Developer of its obligation to comply with zoning regulations, building codes, and all other applicable regulations adopted by PCMC.
12. Developer will be responsible for obtaining and providing written proof to PCMC of adequate financing for all aspects of the development, including predevelopment, construction, and operations.
13. Developer will be responsible for designing and building the development in a manner that produces a high-quality, enduring living environment that promotes sustainable and environmentally friendly practices.
14. Developer's contractor will be required to obtain payment and performance bonds or an equivalent form of security approved by the City.
15. Developer will be required to maintain, or cause others to maintain, property, contractor, architect, and other applicable insurance through a contract in an amount and form ([City template](#)) approved by the City.
16. Developer will be required to prepare and record covenants, conditions, and restrictions ("CC&R's") against the Property in compliance with the Park City Housing Resolution in effect at the time of signing of the DA.
17. Developer will be responsible for managing and operating the development consistent with ground lease terms in a manner that ensures long-term financial viability and a high-quality living environment for its residents.
18. Developer will be responsible for a construction plan, including a construction mitigation plan, that helps to meet the [energy goals](#) of Park City. A financial loan through the City may be available to achieve energy goals.

Additional Agreements. Developer must be willing to enter into certain agreements in addition to the DA pertaining to the Project that outline the type, size, uses, and timeframe for development. These agreements include, but are not limited to:

1. Long term lease of the Property that shall include an option to cancel said agreement if the Project is not completed and used as agreed as well as a City purchase option and first right of refusal for all fixed improvements under Ground Lease or Purchase Agreement. City option to cure and take over in the event of foreclosure or bankruptcy.
2. Restrictive Use Agreement with restrictive covenants on the affordable housing units that run with the land for a period of at least fifty (50) years, including survival in the event of foreclosure or bankruptcy .
3. Easement Agreement that ensures public pedestrian access around and through the Property is maintained.

PROJECT MANAGER

For additional information concerning this Request for Qualifications, as well as any issued addenda, interested parties may contact Jason Glidden, Housing Development Manager, via email only at jglidden@parkcity.org.

SECTION II - SUBMISSION REQUIREMENTS AND PROCEDURE

SUBMISSION REQUIREMENTS

As part of a response to this RFQ, respondents shall provide the following information. Responses must address all items and clearly label all sections, graphics, and tables within the Response. The PCMC has not set a specific page limit for Responses; however, there is an expectation to receive Responses that are thorough but concise.

1. Development Interest and Approach

- a. Briefly describe your interest in pursuing the Project.
- b. Provide a description of your approach to dealing with the complexity of the Project, including dealing with contaminated soils, infrastructure deficiencies, and zoning relating to the improvements currently in-place on the Property.
- c. Provide a brief narrative of your preliminary concepts for the site's development. This should provide insight into your general approach to development, proven ability to navigate complex projects, record of community responsive urban infill developments that provide public benefits, and understanding of creative solutions and financing tools. This is an opportunity to provide a preliminary high level vision. No architectural drawings or financial projections are expected at this stage. However, proposals should detail your plan to:
 - i. Provide housing affordable to a range of income levels in the Project Goals and Preferred Scope of Development described herein;
 - ii. Maintain long term affordability;
 - iii. Minimize need for City funding through leverage of outside funding;
 - iv. Utilize environmentally friendly and sustainable principles for development; and
 - v. Facilitate active transportation connections within and to the community and surrounding neighborhood in close coordination with PCMC.

2. Qualifications and Experience. Provide a description of your qualifications and relevant experience with comparable projects, including:

- a. A description of the legal entity with whom PCMC would contract.
- b. Identification, bios for and descriptions of the roles of key individuals in the development team and any consultants who would be involved in negotiations, project management, project design, and implementation, including their background and experience, reflecting their capabilities and experience with similar projects;
- c. Examples of your experience with comparable projects. Provide no more than five (5) examples highlighting experience with development and operation of projects of similar size and scope, with particular emphasis on complex mixed-income projects located in an urban environment and projects developed through public-private partnerships. Examples should include images, location, development program, breakdown of residential affordability mix, members of the development team, total development cost, financing structure, project

- schedule, role of the public sector, information on challenges faced and solutions achieved, and a local reference.
- d. A description of your experience in financing mixed-use, affordable or mixed income housing, securing grants and public funding sources, and financing references. Provide the composition of the current real estate portfolio owned and/or managed by the respondent and a list of all projects in the development pipeline including location, status, schedule, estimated cost and financing structure. Please also describe the developer's capacity for completing the proposed Project in the context of the current development pipeline.
 - e. A description of your financial capacity. The Developer will be required to submit additional financial information about the development entity and its owners while negotiating the Lease Agreement with PCMC. If a newly formed entity is proposed as the legal vehicle for acting as the developer, the proposed guarantors of the entity and their net worth must be identified. This description should include the following:
 - i. Evidence of your ability to fund predevelopment costs; and
 - ii. Anticipated sources of funds, current relationships with lenders and equity investors, and ability to obtain necessary financing for the proposed development, including recent history of obtaining debt and equity financing.
 - f. PCMC requires the use of sustainable building practices and the inclusion of energy efficiency elements in all of its development projects. You may include as part of its qualifications a description of the sustainable building practices and/or energy efficiency measures that have been incorporated in previous projects.
 - g. Disclosure of any litigation that could have a materially adverse effect on the development entity's financial condition and disclosure of any bankruptcy filings by the development entity or affiliates within the past five (5) years.
 - h. A Conflict of Interest statement or disclosure that complies with [Section 3](#) of the Park City Municipal Code.

SUBMISSION PROCEDURE

Respondents shall submit an electronic copy of the Response in PDF format and send via email to Jason Glidden at jglidden@parkcity.org. Submissions lacking one or more of the required documents shall be considered incomplete and subject to disqualification from consideration by PCMC. All Responses, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned. It is Respondents' sole responsibility to read and interpret this Request for Qualifications and the written instructions contained herein. The first page of the Response shall:

1. State that Respondent "has read and understands this Request for Qualifications and accepts the written instructions contained herein".
2. Include the signature of an officer or employee authorized to bind the Respondent contractually.
3. Provide the name, contact phone number, email address, and mailing address of the person to whom all correspondence should be sent regarding questions about the Response, requests for

interviews, or notifications regarding potential selection. (This person will be responsible for disseminating information to you and your development team.)

Responses shall be submitted in a sealed envelope with the Respondent's name, address, date of submittal, and the title **"1875 Homestake"** shown on the outside of the envelope.

Please submit Responses to the Request for Qualifications to:

Jason Glidden, Housing Development Manager
Park City Municipal Corporation
445 Marsac Ave., P.O. Box 1480
Park City, Utah 84060
jglidden@parkcity.org

Responses are due by 3:00 p.m. on Friday, May 28, 2021. Responses to the Request for Qualifications that are not received by PCMC by the time and date specified will be considered late and thus subject to disqualification from consideration by PCMC. PCMC reserves the right to reject any late, incomplete, or irregular submissions and reserves the right to waive any non-material irregularity in submissions.

SECTION III – SELECTION PROCESS AND CRITERIA

SELECTION PROCESS

PCMC will make every effort to ensure that all Responses are treated fairly and equally throughout the selection process. PCMC intends to follow the following selection process:

1. Identify a short-list of Respondents: PCMC will form a Selection Advisory Committee comprised of representatives from public and private stakeholders to review the submitted Responses and provide recommendations to PCMC. PCMC will take the Selection Advisory Committee's recommendations into consideration and identify a shortlist of Respondents.
2. Identify a First- and Second-ranked Respondent: PCMC will notify the Respondents selected for the shortlist and may ask them to participate in an interview to discuss their qualifications in further detail. PCMC may select a first-ranked and second-ranked Respondent.
3. Negotiations with First-ranked Respondent: The first-ranked Respondent will be given a defined period of time to negotiate and execute a Lease Agreement with PCMC. In the event that exclusive negotiations are conducted and an agreement is not reached, PCMC reserves the right to enter into negotiations with the next highest ranked Respondent without the need to repeat the formal solicitation process.
4. Final selection and subsequent agreements are subject to approval by the Housing Authority and/or City Council in a public meeting.

SELECTION CRITERIA

The following is a guide to the criteria that will be used in evaluating development teams:

1. Development Team Characteristics
 - a. Quality and completeness of information submitted in response to this RFQ;
 - b. Evaluation of past projects and experience;
 - c. Experience with planning and implementing similar urban infill projects;
 - d. Experience with designing and developing mixed-income affordable housing projects;
 - e. Experience with affordable housing financing mechanisms, including low income housing tax credits;
 - f. Experience in effective property management of affordable housing, market rate housing, commercial space, parking facilities, and other components of urban infill projects;
 - g. Evaluation of ownership structure and experience of key members; and
 - h. Capacity to undertake and complete the Project in a timely manner.
2. Financial Capability
 - a. Demonstrated ability to secure funding, including experience with public-private partnerships;
 - b. Degree of capitalization as an entity;
 - c. Degree to which the entity is leveraged; and
 - d. Verifiable likelihood that sources and terms are realistic and accessible.

SECTION IV – DESIGN REVIEW AND PERMITTING

During the period specified in the DA, the Developer will work with PCMC to finalize the Project’s design, including architectural, urban design and landscape architectural elements. Developer is also subject to PCMC’s standard processes and requirements for obtaining the required development approvals/permits included but not limited to the following: Plat Amendments, Master Planned Development (or Affordable Master Planned Development), Conditional Use Permits, and Building Permits.

SECTION V – PCMC DEVELOPMENT TOOLS

Given the current status of the Property—as well as the public benefits envisioned for the Property’s redevelopment—PCMC is willing to consider providing specific resources to fill the gap and assist the project in achieving financial viability for a Project that meets a high level of community benefit as outlined in Exhibit B: Project Requirements and Preferences Tools and resources may include the following:

1. Long-Term Ground Lease: PCMC expects to provide a long-term ground lease retaining PCMC ownership of the land in perpetuity. By entering into a long-term (50 year or more) lease with PCMC, Developer receives the right to build and own the Project improvements without having to purchase the land. However, in the alternative, PCMC may consider a purchase agreement for Developer to purchase the land and thus convey title of the Property to Developer.
2. Rental Subsidies: PCMC may consider a below-market lease rates to decrease the overall development cost for a Project that results in a high number of affordable units with rental rates between 30% - 50% AMI for Summit County.

3. Fee Reductions/Waivers: PCMC may consider requests to reduce or waive certain fees associated with approvals/permits needed for the Project, particularly for affordable units, in accordance with adopted Municipal Code and state law.
4. Soil Remediation Assistance: PCMC may provide assistance in the remediation of any contaminated soils on the site.
5. Energy Goal Loan: PCMC may provide grants or loans to help meet the City's energy goals.
6. Loans/Financing: PCMC could have the capability to help provide funding through various lending options such as: City-backed loans, tax-exempt financing, or conduit financing.
7. Direct Financial Participation: For proposals that exceed the Projects Requirements and Preferences identified in Exhibit B, PCMC may consider direct financial participation, including grant matches or land value, in accordance with applicable state and local regulations and policies.

SECTION VI – MISCELLANEOUS

All questions shall be submitted in writing no later than 2:00 p.m. on Friday, May 21, 2021, to: jglidden@parkcity.org. Final modification or addenda will be made on the website by **5:00 p.m. on Monday, May 24, 2021.**

All submittals shall be public records in accordance with government records regulations ("GRAMA") unless otherwise designated by the applicant pursuant to UCA § 63G-2-309, as amended. All proposals shall remain valid for sixty (60) days from submittal. PCMC reserves the right to change any dates or deadlines. It is PCMC's policy, subject to Federal and State and local procurement laws, to make reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers,

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

PCMC reserves the right to change any dates or deadlines.

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

SECTION VII – PCMC AND CITY NON-LIABILITY & RELATED MATTERS

1. No Representation or Warranties - All facts and opinions stated herein, any additional data including, but not limited to statistical and economic data and projections, are based on available information, and no representation or warranty is made with respect thereto by the Housing Authority or PCMC.

2. Building Permits, Zoning Variances, and Financial Viability - PCMC through the lease or sale of the Property in no way guarantees or warrants the issuance of building permits, zoning variances, or the financial viability of the Project.
3. Housing Authority/PCMC Discretion, Non-Liability, Waivers, and Hold Harmless - Developers acknowledge by submitting information and Responses to PCMC that PCMC does not undertake and shall have no liability with respect to the development program, the RFQ, and responses thereto or with respect to any matters related to any submission by a Respondent. By submitting a Response to the RFQ, the Respondent releases PCMC and the City from all liability with respect to the development program, the RFQ, and all matters related thereto, covenants not to sue regarding such matters, and agrees to hold PCMC harmless from any claims made by the Respondent or anyone claiming by, through, or under the Respondent in connection therewith.

SECTION VIII – EXHIBITS

Exhibit A: Property Description

Exhibit B: Project Requirements and Preferences

EXHIBIT A

PROPERTY DESCRIPTION

Property Address: 1875 Homestake Road, Park City, Utah

Parcel Number: YARD-B-1AM-X)

Total Acreage: 1.86

Zoning: General Commercial Zoning District

Legal Description: LOT B THE YARD SUBDIVISION FIRST AMENDED; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE. CONT 1.86 AC. 2408-4



EXHIBIT B

PROJECT REQUIREMENTS AND PREFERENCES

The Project Requirements and Preferences are provided below to help articulate PCMC's vision for redevelopment of the Property. PCMC is willing to provide financial incentives for a Project that demonstrates a high level of consistency with the Requirements and Preferences stated below. Refer to Section V – PCMC Development Tools for additional information.

MINIMUM REQUIREMENTS

Developer will partner with PCMC to plan and construct a vertical mixed-use project that includes the following:

- A residential component with a minimum of eighty percent (80%) of the units offered at affordable rates that meets the standards of [Housing Resolution 05-2021](#). Rents for these households should average sixty percent (60%) of the area median income ("AMI"). Affordable units will have a minimum affordability period of fifty (50) years;
- A parking strategy that provides the most efficient and cost-effective options but maximizes the number of units on the site as allowed by code;
- A site plan and building design consistent with PCMC's Land Management Code that promotes the pillars of the Park City 2020 Vision: Equity and Affordability, Environmental Leadership, Authentic Local Culture, and Transportation Innovation;
- A site plan that includes elements of walkability and connectivity to other areas of the district, to be publicly-accessible and privately owned and maintained;
- A high level of concern for architectural and mountain town design principles that meets the PCMC [Land Management Code](#);
- Maximization of allowable density in a manner compatible with neighboring properties; and
- Constructed to promote enduring, healthy, and energy-efficient building(s) that utilize sustainable, environmentally friendly materials and methods.

PREFERENCES

In addition to the Minimum Requirements listed above, the City seeks a development partner interested in maximizing the public benefit derived from the Project. As such, Responses from developers with experience in the following areas will receive priority during the selection process:

- Developing more deeply affordable housing beyond the minimum requirements stated above, with a preference for maximizing housing affordable to households at or below fifty percent (50%) AMI;
- Housing that includes robust resident services programming, with a programming and operations plan provided;
- A project that is constructed to meet the [City's Net-Zero energy requirements](#); and
- A parking plan that promotes accessibility beyond minimum code requirements, supports alternative modes of transportation, and contributes to reducing residents' reliance on personal vehicle use.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU" or "Memorandum"), is entered into on the day of December __, 2021 (the "Effective Date"), by and between **JF Development Group, LLC**, a Utah limited liability company ("J Fisher" or "Developer"), located at 1216 W Legacy Crossing Blvd, Centerville, Utah 84014, and **Park City Municipal Corporation**, a Utah municipal corporation, located at P.O. Box 1480, Park City, Utah 84060 ("City"). Developer and City may be referred to individually as (the "Party", or collectively, the "Parties").

1. PURPOSE AND SCOPE

The Parties hereby enter into this Memorandum to summarize their mutual agreements relating to the proposed development of a mixed-use, mixed income affordable housing development (the "Project") on the 1.86-acre property owned by the City located at 1875 Homestake Road, Park City, Utah (the "Land"). A legal description of the Land is attached hereto as "Exhibit A" and incorporated herein. This MOU reflects the Parties' negotiations and is intended to outline the terms of a potential development agreement and/or ground lease (the "Agreements"). The Agreements will include additional terms and conditions which are not set forth herein. Until the Agreements are signed by both Parties, either Party may decide not to proceed with the proposed Agreements for any reason or no reason and may terminate this Memorandum by delivering at least sixty (60) days advance written notice to the other, subject to the provisions in this Memorandum.

2. SHARED GOALS OF THE PARTIES

Developer and City desire to create high-quality housing options for the community. The Parties desire to maximize the number of units attaining average affordability of 60% of AMI. A mix of unit types is envisioned to include 2-bedroom units to accommodate some families. The Parties desire the Project to be a model of responsible design attaining high levels of resource efficiency which align with the City's sustainability and net-zero energy goals, as well as high levels of integration into the City's trails and transit plans.

3. RESPONSIBILITIES AND OBLIGATIONS OF DEVELOPER

Developer agrees that the Project would be developed under the following terms, conditions, and constraints:

- a. There would be at least 80% or more affordable units that meet the standards of the City's Housing Resolution 05-2021, which affordable units would include a range of mixed-income units at various area median income or market rate targets;
- b. Affordable units will have a minimum affordability period of (i) fifty (50) years from the certificate of occupancy, or (ii) the length of the ground lease, whichever is greater;
- c. Developer will oversee thorough assessments of the environmental, physical, and geologic conditions of the Land. All work performed pursuant to this MOU shall require City's prior written approval and City shall bear the cost of all such work.

- d. Project will comply with all local and state building codes, and will be consistent with the pillars of the Park City 2020 Vision;
- e. The project will be designed to meet PCMC Design Code and optimize allowable density on the site, and produces a high-quality, enduring living environment that promotes sustainable and environmentally friendly practices;
- f. Developer will deliver a construction plan that helps to meet the energy goals of the City and will work in good faith with the City to achieve the City's Net-Zero energy requirements as described in "Exhibit B" attached hereto and made a part hereof, including elimination of on-site combustion if reasonably achievable;
- g. Developer will present conceptual design, schematic design, design development, and final construction documents for review and approval by the City at each stage of design prior to advancing to next stage;
- h. Developer will initially provide predevelopment funding and all necessary financing to develop the Project that will not require any additional funding from the City (outside of the agreed upon ground lease for the Land), unless otherwise agreed upon between the Parties to achieve additional affordability, sustainability, or other stretch goals as determined by the City;
- i. Developer will work with the City's Transportation Planning department to design a parking plan and accessibility that includes walkability features, secured bike parking, alternative modes of transportation, and reduces residents' reliance on personal vehicle use;
- j. Developer will seek neighborhood input through community meetings and/or outreach;
- k. Developer will coordinate monthly progress meetings with a Project Management Group consisting of the Developer, Architect, General Contractor, along with the City's Housing Development Manager, and other City's designees;
- l. Developer will provide long-term operations and maintenance of the Project, including resident services programming;
- m. Developer will provide the City with quarterly operating reports including occupancy, rents, collections, maintenance activities and resident communications/complaint resolutions throughout the life of the Project; and
- n. Developer anticipates commencing development activities, as further illustrated in the milestone schedule reflected on "Exhibit C" attached hereto and incorporated herein, no later than one (1) year after the execution of the Agreements (or such other feasible date that may be agreed to by the Parties after execution of this Memorandum), subject to the satisfactory and commercially reasonable response, approval and cooperation from the City and associated approval authorities.

4. RESPONSIBILITIES AND OBLIGATIONS OF CITY

City agrees that the Project shall be developed under the following terms, conditions and constraints:

- a. City retains ownership of the Land;
- b. City will allow Developer access to Land for surveying and/or testing, as required for planning and due diligence prior to the execution of Agreements;
- c. City will negotiate in good faith a ground lease that has terms and pricing which are contingent upon the securing of all financing for the development and operation of the Project;
- d. City will provide administrative support to successfully work through the required reviews and approvals through issuance of certificate of occupancy for the Project;
- e. City will assist in engaging with the neighborhood for community meetings and/or outreach;
- f. City will use good faith, diligent efforts to cooperate with Developer in seeking its applicable entitlements, approvals, and permits for the Project; and
- g. City will work in good faith with Developer to achieve acceptable Project feasibility through appropriate support and consideration of environmental remediation, affordability, design, sustainability, transportation, and other Project requirements and preferences.

5. TERMS OF UNDERSTANDING

Subject to Section 1, the term of this Memorandum shall be for a period of two (2) years from the Effective Date and may be extended upon written mutual agreement of both Parties. Upon execution hereof, the Parties will use diligent, good faith efforts to finalize and execute the Agreements. The Agreements will supersede and terminate this Memorandum.

6. LEGAL COMPLIANCE

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum in accordance with the terms and conditions hereof and the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The Parties assume full responsibility for their performance under the terms of this Memorandum and acknowledge time is of the essence.

If at any time either Party is unable to perform their duties or responsibilities under this Memorandum as required hereunder, the affected Party shall immediately provide written notice to the other Party to establish a date for resolution of the matter.

7. LIMITATION OF LIABILITY

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum.

8. NOTICES

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person, by email, or by certified mail, return receipt requested, to the address set forth below or to such address that has been furnished to the other in writing.

Park City Municipal Corporation
Jason Glidden
Housing Development Manager
jglidden@parkcity.org
445 Marsac Ave
Park City, Utah 84060

J Fisher
Ryan Davis
Partner
ryan.davis@jfisherco.com
1216 W Legacy Crossing Blvd, Ste 300
Centerville, UT 84014

9. GOVERNING LAW

This Memorandum shall be governed by and construed in accordance with the laws of the State of Utah.

10. COST REIMBURSEMENT

As part of its due diligence to deliver the Project, Developer may incur additional future environmental, geotechnical, civil engineering, architectural, and other predevelopment costs ("Predevelopment Costs"). In the event the City, through no fault of the Developer, elects to terminate this Memorandum pursuant to Section 1 or does not enter into the Agreements with Developer within one (1) year of the Effective Date, the City shall, within sixty (60) calendar days of written notice from Developer, reimburse Developer the actual Predevelopment Costs incurred, not to exceed FIFTY THOUSAND DOLLARS (\$50,000.00). Developer will provide invoices and documentation to support the Predevelopment Costs with written request for reimbursement.

11. CONFIDENTIALITY

To the maximum extent permitted by law, this Memorandum is strictly confidential and is submitted on the basis that this MOU, including its existence, or any of its terms and contents, together with any other confidential information disclosed by either Party to the other, may not be disclosed to anyone other than the receiving Party's directors, officers, employees and advisers on a need-to-know basis, without first obtaining the prior written consent of the disclosing Party or otherwise required by law. This provision shall survive for twelve (12) months after any termination of this Memorandum, except to the extent caused by the execution of the Agreements.

The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code, 1953, as amended and Park City Municipal Code Title 5

(“GRAMA”). All materials submitted by Developer pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure rests solely with Developer. Any materials for which Developer claims a privilege from disclosure based on business confidentiality shall be submitted marked as “confidential - business confidentiality” and accompanied by a concise statement from Developer of reasons supporting its claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. The City will make reasonable efforts to notify Developer of any requests made for disclosure of documents submitted under a claim of confidentiality. Developer specifically waives any claims against the City related to any disclosure of materials pursuant to GRAMA.

12. EXCLUSIVITY

The City agrees that, for two (2) years after the Execution Date, City will not enter into any binding or non-binding agreements concerning any financing, investment, operational, or business arrangements on the Land, or otherwise enter into any agreement that would preclude or materially impair the Developer from performing the responsibilities or accomplishing its obligations herein. The Parties agree to negotiate in good faith the terms and provisions of the Agreements and to use reasonable, diligent efforts to finalize and execute such Agreements.

13. AUTHORIZATION AND EXECUTION

The purpose of this Memorandum is to set forth the general description of a proposed transaction and to indicate the willingness of the Parties to continue negotiations with respect to such transaction, using good faith and to the best of their abilities, the goals and objectives stated in this MOU. The signing of this Memorandum shall not constitute a legally binding agreement between the Parties or place a legally enforceable obligation upon the Parties, except with respect to the Cost Reimbursement, Confidentiality, and Exclusivity provisions contained herein, which provisions shall survive the termination of this Memorandum.

14. ASSIGNABILITY

This Memorandum shall not be assignable by either Party without the express written consent of other Party; provided; however, that Developer may assign its interest in this Memorandum, and its rights and obligations hereunder, to an entity that controls, is controlled by, or under common control with the Developer upon written notice to the City, which notice shall include the assignee’s written confirmation that it has assumed Developer’s interest and rights and obligations under this Memorandum.

15. COUNTERPARTS

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

16. ELECTRONIC SIGNATURES

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

[SIGNATURE PAGE FOLLOWS]

This MOU shall be signed by Park City Municipal Corporation and JF Development Group, LLC, and shall be effective as of the date first written above.

CITY:

PARK CITY MUNICIPAL CORPORATION,
a Utah municipal corporation

By: _____
Name/Title: Andy Beerman, Mayor

DEVELOPER:

JF DEVELOPMENT GROUP, LLC,
a Utah limited liability company

By: J. FISHER COMPANIES, LLC,
a Utah limited liability company
Its: Manager

By: _____
Name/Title: Owen Fisher, its Manager

EXHIBIT A

Property Address: 1875 Homestake Road, Park City, Utah

Parcel Number: YARD-B-1AM-X

Total Acreage: 1.86

Zoning: General Commercial Zoning District

Legal Description: LOT B THE YARD SUBDIVISION FIRST AMENDED; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE. CONT 1.86 AC. 2408-4



EXHIBIT B
PARK CITY MUNICIPAL NET-ZERO POLICY

RESOLUTION 28-2017

A RESOLUTION ADOPTING NET-ZERO ENERGY PERFORMANCE REQUIREMENTS FOR ALL NEW OR RENOVATED BUILDINGS AND FACILITIES CONSTRUCTED USING FUNDS ALLOCATED BY PARK CITY, UTAH TO PROMOTE ENERGY EFFICIENCY, REDUCTION OF CARBON EMISSIONS, AND SUSTAINABLE DESIGN

WHEREAS, the City has adopted ambitious climate and energy targets to be net-zero carbon and running on 100% renewable electricity by 2022 for municipal operations and by 2032 community wide; and

WHEREAS, buildings and facilities currently account for approximately thirty-nine percent of carbon emissions from municipal operations; and

WHEREAS, the City desires to promote sound environmental practices in new construction and renovation of facilities that are funded by the City; and

WHEREAS, buildings and facilities designed and verified to be net-zero energy with the collaboration of appropriate commissioning agent(s) and energy modeler does not increase the costs of the building when taken over the lifetime of the project. Efficiency measures and on-site renewables incorporated during the design phase of the facility does not significantly increase the cost of the facility; and

WHEREAS, buildings designed for sustainability promote a healthy environment, provide long-term cost benefits through the efficient use of energy, optimize building performance, and create healthier workplaces for employees and visitors; and

WHEREAS, a strategic approach to sustainable buildings and energy management can produce twice the savings for the bottom line and the environment as typical approaches; and

WHEREAS, the International Living Futures Institute's Energy Petal certification, a score of zero from the Zero Energy Performance Index, and Passive House certification verify a building's actual performance on an annual basis.

NOW THEREFORE, be it resolved by the City Council of Park City as follows:

SECTION 1. REQUIRE MUNICIPAL BUILDINGS AND FACILITIES TO BE VERIFIED AS NET-ZERO ENERGY.

It is the intent of the City Council of Park City that all new buildings and major renovations be designed and perform to a standard of net-zero energy on an on-site basis. That is, all new and renovated buildings and facilities must produce the same amount or more renewable energy as the facility uses on an annual basis.

According to the U.S. Department of Energy (DOE), in general, a net-zero energy building is one that balances the annual energy use with renewable energy, thereby reducing the use of non-renewable energy in the building sector. For the purposes of

this policy, the net-zero definition shall apply to any building or facility designed and constructed using Park City Municipal Corporation capital funds and refers to on-site energy usage and production.

Net-zero energy buildings use all cost-effective measures to reduce energy usage through energy efficiency and include renewable energy systems that produce enough energy to meet remaining energy needs. There are a number of long-term advantages of moving toward net-zero energy buildings, including lower operating and maintenance costs, lower environmental impacts, improved comfort levels, better resiliency to power outages and natural disasters, and improved energy security.

The measurements for Park City's net-zero buildings are through annual energy consumption minus annual on-site energy production. Related to the energy usage, the carbon emissions will also be tracked. An additional metric to determine the energy efficiency of buildings is Energy Use Intensity (EUI). Buildings should achieve an EUI of 25 or below. Emissions from construction activities are excluded.

A building that achieves the net-zero energy definition should first and foremost reduce the energy needs through all cost-effective and demand-avoidance strategies. That is, all buildings and facilities using Park City Municipal Corporation funds must be built as energy-efficient as possible. To offset the remaining energy needs of the building, use on-site installed renewable energy (preferred). If on-site renewable energy production is not possible to meet the entire energy budget of the building or facility, a plan for offsetting any remaining emissions within City boundaries must be submitted for approval by City Council.

Section 2. REQUIRE FACILITIES BE DESIGNED, COMMISSIONED, AND VERIFIED TO BE NET-ZERO ENERGY.

To ensure these project outcomes, additional specialists are required and contracted directly by the Architect/Design Team for all building projects with expected energy consumption over 1 MMBtus annually. The following personnel must work together to provide the Energy Use Intensity (EUI), annual fuel usage (in MMBtus), and annual electricity usage (kWh). In addition, expected return on investment (ROI) of installed energy efficient technologies and renewable energy installations should be submitted.

1. **Energy Modeler Engineer (EME)** – Works with the Architect to optimize/validate the design and confirm that energy modeling carries through as changes to the design are made; compares life cycle cost analysis (LCCA) of various equipment and design options to assist in informing value engineering and budget considerations. A specialist dedicated to energy management and energy modeling, the EME ensures that the systems designed by the Architect actually comply with the energy performance desired.
2. **Building Envelope Commissioning Agent (BECxA)** – The building envelope is the critical container of the energy efficiency features and largely determines operation costs and occupant comfort. The BECxA works with Architect,

EME, and Contractors to ensure that the building envelope is properly designed to achieve energy goals and that it is actually constructed as designed. Building components included in the building envelope commission include below-grade construction and foundation, exterior enclosure construction above grade, walls, claddings, fenestration, sheathing, framing, insulation, air and vapor barriers, drainage control layers, roofing, roofing insulation, skylights, hatches and any roof openings/penetrations...all of the components that impact long-term performance of the enclosure.

3. Mechanical Engineer/Commissioning Agent (CxA) – Working with the Architect, EME and Contractors, the CxA ensures that the building systems (cooling, heating, steam, air handling, plumbing, emergency power and sprinkler systems, renewable energy systems, electrical, and building automation systems) have been designed and installed to function properly together, are tested and balanced, and commissioned. Follow-up verification is conducted at 3, 6, 9 and 12 months to ensure that the building systems are performing as intended.

The Owner, design team, EME, BECxA and CxA review each design phase (concept, schematic, design development, construction documents) submittal for compliance to the selected net-zero certification. All are involved throughout the construction process and work with contractors to remedy sub-optimal performance before building completion and any deficiencies discovered after occupancy.

All new projects that are built using municipal funding must call for net-zero energy buildings and facilities, with a focus on achieving net-zero performance. Prior to the end of the Schematic Design (SD) phase, the architect and energy modeler must evaluate the feasibility of pursuing one of three net-zero building certifications:

- 1) The Living Building Challenge's Energy Petal Certification; or
- 2) The zEPI (Zero Energy Performance Index) score of 0; or
- 3) Passive House Certification, with on-site renewable systems to achieve net-zero energy performance.

In addition, all new projects that are built using municipal funding must segregate the major loads of the building (i.e. sub metering) into e.g. lighting, HVAC, plug loads.

SECTION 3. APPLY THIS RESOLUTION TO THE FOLLOWING PROJECTS.

Park City will apply this policy to the following construction projects design when the contract is first solicited after the date of this Resolution, except as exempted or waived under this Resolution: All new construction to construct buildings or facilities owned and controlled by the City, or using any City funds for construction, including all affordable housing projects developed by the City, and all major renovations of buildings owned and controlled by the City when the remaining has a useful life in excess of fifteen

years. The term "major renovation" means a construction project affecting more than 25% of the building's square footage.

SECTION 4. EXEMPT PROJECTS FROM THIS POLICY WITH CITY COUNCIL APPROVAL.

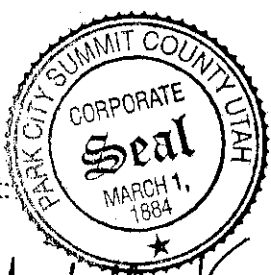
Park City will not apply this resolution to the following, and City departments are required to document the reason for the exemption:

- Buildings or facilities where on-site renewable energy production is physically impossible, cost-prohibitive, or unsafe. Note: determination of cost-prohibitive will be determined by City Council on a project-by-project basis.
- Projects where the useful life of an improvement does not justify whatever additional expense would be incurred to increase the efficiency.
- Projects where the use of net-zero will create an impediment to construction due to conflicts of laws, building code requirements, federal or state grant funding requirements, or other similar requirements.
- Process equipment for water treatment and distribution, e.g. pumps, treatment and filtration equipment, underground vaults, metering equipment.

SECTION 5. EFFECTIVE DATE. This resolution shall become effective upon adoption.

PARK CITY MUNICIPAL CORPORATION


Mayor Jack Thomas

Attest: 

Michelle Kellogg, City Recorder

Approved as to form:

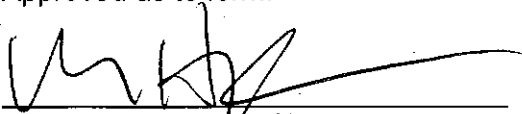

Mark D. Harrington, City Attorney

EXHIBIT C MILESTONE SCHEDULE

The dates provided herein are explicitly targets and not contractual obligations.

December 2021

- Architecture: Yield Study
- Architecture: Preliminary Concept Sketch
- Architecture: Site Analysis
- Contract: Sign MOU
- Community Engagement: Neighborhood Meetings & Public Input
- Community Engagement: Media Strategy

January 2022

- Architecture: Conceptual Design
- Planning: Initial Council Work Session

February 2022

- Architecture: Schematic Design
- Planning: Preliminary MPD & CUP Submission to Park City
- Contract: Option to Ground Lease Executed
- Contract: Begin Ground Lease Drafting

March 2022

- Planning: Planning Staff Review

April 2022

- Planning: Planning Staff Review

May 2022

- Planning: Planning Commission Work Session

June 2022

- Planning: First Planning Commission Hearing
- Architecture: Design Documents
- Contract: Ground Lease Executed

July 2022

- Planning: Second Planning Commission Hearing

August 2022

- Planning: Planning Commission Approval
- Financing: Private Activity Bond and UHC Application Deadline

September 2022

- Architecture: Construction Drawings

October 2022

- Financing: Private Activity Bond Board Meeting and Award
- Construction: Construction Bids

November 2022

- Permitting: Footing & Foundation and Building Permit
- Construction: Groundbreaking

Q1-Q2 2023

- Financing: Financial Close

Q3-Q4 2024

- Construction: Certificate of Occupancy

Council Agenda Item Report

Meeting Date: December 9, 2021

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Authorize the Following Annual Insurance Premiums to Fund the City's Insurance Placements for the 2022 Calendar Year: Property Insurance: \$239,179 and Auto Physical Damage: \$93,597 to Liberty Mutual; Public Entity Liability Insurance: \$219,528 to States Self-Insurance Risk Retention Group, Inc.; Workers' Compensation Insurance: \$210,479 for the Workers Compensation Fund; Cyber Liability Insurances: to Beazley Insurance Co.; Crime Insurance: \$6,327 to Travelers Insurance Co.; and Drone Insurance: \$2,252 to Global Aerospace

(A) Public Input (B) Action

Suggested Action:

Attachments:

[2022 Annual Insurance Placements Staff Report](#)

City Council Staff Report



Subject: 2022 Organizational Insurance Placements
Author: Leah Langan, Matthew Dias
Department: Executive
Date: December 9, 2021
Type of Item: Administrative

Summary Recommendation

Authorize the annual insurance premiums to fund Park City's insurance placements for calendar year 2022.

The Problem

Park City Municipal's insurance coverage expires each year on December 31. Accordingly, the City's Risk Management Team works over the course of several months with our Insurance Broker, Moreton, to update and renew various forms of insurance coverages to ensure new policies are in place prior to January 1, 2022.

Like most things since the COVID-19 pandemic took place, insurance coverage has generally become both more competitive and expensive. The Risk Management Team includes representatives from across the municipality – Executive, Legal, Emergency Management, Human Resources, Property, and Information Technology.

Background

Like many municipalities, Park City is self-insured and purchases insurance to protect employees and the public, physical assets, equipment and property, and the vast array of ongoing and day-to-day operations. Park City's exposures and risks are somewhat unique due to its world-class resort environment, sheer volume of visitors, and quality of facilities. City staff aggressively promotes and implements proactive safety policies, procedures, and loss prevention methodologies throughout the year, and mandatory safety trainings to improve risk management and lower our premiums due to losses.

For example, several of the required safety training program reduce accidents and risk exposure, and even produces direct cost savings by reducing annual premiums and resulting in rebates from insurers. The Risk Management Team also ensures that the City's assets, facilities, and public property are proactively protected from losses via onsite visitation, implementing best practices, and maintaining safe workplace practices. This ensures our employees, local residents, and visitors are provided a safe and enjoyable place to live, work and play.

In 2017, Council approved a professional service agreement with Moreton & Company

(Moreton) Insurance Brokerages Services for insurance broker, risk management, and consulting services. The Risk Management Team and Moreton representatives meet quarterly to evaluate and assess the City's ongoing liabilities and exposures. To date, Moreton has proven a valuable and proactive partner with expertise and a dedication to quality customer service.

Analysis:

Property Insurance

The Liberty Mutual premium will renew at \$239,179 for 2022, a premium increase of \$20,392, mainly due to market-wide increases resulting from the increasing cost of construction goods, labor, and services.

The auto physical damage premium will renew at \$93,597, an increase of \$2,565, and mainly the result of inflationary increases from year to year.

Park City has used Liberty Mutual for two years in a row and is pleased with their services and responsiveness. Liberty Mutual is a "best-in-class" property insurer that distributes property insurance and engineering solutions through a network of partners across the country.

Public Entity Liability Insurance

The States Self-Insurance Risk Retention Group insurance premium will renew at \$219,528 for 2022. This policy creates a \$10,000,000 policy limit for Park City. The new premium reflects an annual increase of \$18,952 over the previous year, mainly due to a national increase of law enforcement claims, which are at all-time highs.

States Insurance Group is a member-owned company with policies written to address the unique exposures and operations of municipalities and related public entities. Park City has been a member of States for the past eleven years and is very familiar with their representatives and claims processes. We are confident in their continued ability to perform.

Workers' Compensation Fund (WCF)

The Worker's Compensation insurance annual premium will renew at \$210,479, an increase of \$5,952 over the previous year. A great deal of effort is spent targeting reduction strategies for on-duty accidents over the past decade. Park City is often lauded for its relatively low "E-Mod" measurement by insurance experts considering the services we provide and types of equipment on any given day. Our organization will continue to focus on this metric as an indicator for proactive and responsible risk management.

Cyber Liability

The Beazley Cyber premium will renew at. This results in a \$5,000,000 policy limit for

Park City, and reflects a premium increase of over the previous year. The cause of the increase is due to a continued increase in the overall number of claims across the country in both the Public and Private sector. Barely a day goes by that a city or town is not the news for a cyber incident, hacking, and/or otherwise.

Cyber Liability insurance continues to be extremely relevant for organizations with sensitive information storage, and there is a growing trend of municipalities working to fend off cyber-attacks and attempts to disrupt public service delivery.

Crime Insurance

Staff recommends continuing the three-year term of our existing policy that expires in 2023. The annual premium is \$6,327 and creates a \$100,000 policy limit.

Drone Coverage

Staff recommends coverage for the City's increasing use of drones with Global Aerospace Co. For several years, staff utilized a drone for trails and open space, property monitoring, traffic and parking information, and GIS purposes. The premium is \$2,252 for a \$1 million policy limit. Moreton strongly recommends covering Park City's use of drones with insurance.

Funding Source

The overall increase of \$108,628 in premiums from last year, the FY22 budget will be adjusted to match the difference during the next budgetary amendment.