



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
December 12, 2024**

The Council of Park City, Utah, will hold its regular meeting in person at the Marsac Municipal Building, City Council Chambers, at 445 Marsac Avenue, Park City, Utah 84060. Meetings will also be available online and may have options to listen, watch, or participate virtually. [Click here for more information.](#)

Zoom Link: <https://us02web.zoom.us/j/87570613871>

CLOSED SESSION - 2:30 p.m.

The Council may consider a motion to enter into a closed session for specific purposes allowed under the Open and Public Meetings Act (Utah Code § 52-4-205), including to discuss the purchase, exchange, lease, or sale of real property; litigation; the character, competence, or fitness of an individual; for attorney-client communications (Utah Code section 78B-1-137); or any other lawful purpose. A majority of Planning Commissioners may be attending from 2:30 p.m.-3:30 p.m.

REGULAR MEETING - 5:30 p.m.

I. ROLL CALL

II. PRESENTATIONS

1. Consideration to Adopt Resolution 30-2024, a Resolution Welcoming the Return of Winter in Park City
(A) Public Input (B) Action

III. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communications Reports

1. 2024 National Community Survey
2. Main Street Water Replacement Update
3. Main Street Area Plan Outreach Recap
4. PC MARC Court Allocation Update
5. Building Department's Community Compliance and Construction Mitigation Programs Update

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

V. CONSIDERATION OF MINUTES

1. Consideration to Approve the City Council Meeting Minutes from November 7, 18, and 21, 2024

VI. CONSENT AGENDA

1. Request to Approve a Three-Year Contract, in a Form Approved by the City Attorney's Office, with Sellers Management and Development (dba The Sellers Group), for Property Management Services of the City's Employee Housing, Not to Exceed \$267,000
2. Request to Approve the Acquisition of Eight Artworks for Park City Library Study Rooms per the Public Art Advisory Board Policies, in a Form Approved by the City Attorney's Office

VII. OLD BUSINESS

1. Consideration to Approve Ordinance 2024-21, an Ordinance Amending Resort Support Commercial in Land Management Code Sections 15-2.18-2 Uses for the General Commercial and 15-2.19-2 Uses for the Light Industrial Zoning Districts, and Amending Accessory Uses in Master Planned Developments in Section 15-6-4(I) Development Agreements, Section 15-6-6 Required Findings and Conclusions of Law, Section 15-6-8 Unit Equivalents, and Section 15-15-1 Definitions
(A) Public Hearing (B) Possible Action
2. Request to Authorize the City Manager to Execute an Amendment to the Construction Agreement with Harrison Western Construction Corporation, Inc., in a Form Approved by the City Attorney, Not to Exceed \$1,990,920.00 for a Total Contract Amount of \$6,940,920.00, for the Spiro Mine Tunnel Reconstruction Project Phase 2
(A) Public Input (B) Action

VIII. NEW BUSINESS

1. Consideration to Adopt Resolution 29-2024, a Resolution Adopting Revised Procurement Rules for Park City Municipal Corporation
(A) Public Input (B) Action
2. Consideration to Approve Ordinance No. 2024-20, an Ordinance Amending Title 13, Water and Stormwater Code-4, Regulation and Enforcement of Stormwater Discharges Associated with Construction Activities
(A) Public Hearing (B) Action
3. Update on Efforts to Secure Temporary Pickleball Facility (presentation to follow)

IX. ADJOURNMENT

PARK CITY HOUSING AUTHORITY MEETING

ROLL CALL

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

NEW BUSINESS

1. Consideration of a Request to Approve an Amendment to the Founder's Place Affordable Housing Mitigation Plan, a Ski-in-Ski-out Condo Development in Deer Crest of Four Buildings Totaling 78 Units
(A) Public Hearing (B) Action

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.

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



City Council Staff Report

Subject: Welcome Winter Resolution
Author: Michelle Downard, Resident Advocate
Department: Executive
Date: December 12, 2024

Summary Recommendation

Approve a resolution to welcome the return of winter to Park City.

Analysis

Consistent with [City Council's Protocols](#), the Mayor informally polled the City Council and the majority of the Council agreed to place this resolution on the meeting agenda.

Park City is a community with a strong outdoor recreation heritage, offering exceptional world-class winter sports, including downhill skiing and snowboarding, cross-country skiing, snowshoeing, snow biking, hockey, and ice skating.

Park City is the home of two world-class resorts, Deer Valley and Park City Mountain, together offering locals and visitors from around the world the "Greatest Snow on Earth"®. Those resorts and the Park City community recognize the talent and dedication of the ski patrollers, instructors, groomers, snowplow operators, and snow removal crews.

As a 2002 and 2034 Olympic venue host, Park City has much to be thankful for. A Resolution demonstrates the Council's welcome to the return of winter to Park City and will officially declare "LET IT SNOW!"

Exhibit A- Resolution Welcoming the Return of Winter in Park City

Resolution No. 30-2024

RESOLUTION WELCOMING THE RETURN OF WINTER IN PARK CITY

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

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

WHEREAS, Our world-class resorts benefit from talented and committed ski patrollers and instructors, groomers, and service industry professionals who are dedicated to providing a safe, quality experience; and,

WHEREAS, Park City’s past and future Olympic spirit is unrivaled thanks to the presence of world-class Olympic legacy facilities which are amenities for athletes of all ages and abilities to pursue their highest aspirations; and,

WHEREAS, Salt Lake City, Utah has been awarded the 2034 Olympic and Paralympic Winter Games including host venues in Park City; and,

WHEREAS, Our resilient and creative business community works to keep our local economy vibrant, authentic, and strong; and,

WHEREAS, The Park City community has much to be thankful for, and Park City Municipal is committed to providing a safe environment for locals, workforce, and visitors alike; and

WHEREAS, Park City's Parks and Streets teams 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; and

WHEREAS, Park City’s Transit, Parking, Police, Trails, Event, and Traffic teams spent months preparing to provide dependable service during some of the harshest conditions through renovated systems to help protect residential areas, prioritize transit, and improve traffic flow; and

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 12, 2024.

PARK CITY MUNICIPAL CORPORATION

Mayor Nann Worel

ATTEST:

Michelle Kellogg, City Recorder

Approved as to form:

City Attorney's Office

City Council

Staff Communications Report



Subject: 2024/2025 National Community Survey
Author: Linda Jager, Community Engagement Manager
Department: Community Engagement
Date: December 12, 2024

Executive Summary

The National Community Survey (NCS) evaluates the community and City's strengths, identify areas for improvement, and understand our residents' priorities. Park City Municipal has participated in the NCS every two years since 2011, with a brief pause during the COVID pandemic and Vision 2020. This year marks our sixth participation in the NCS.

Overview

The NCS is a statistically valid survey distributed to a random sample of households in 84060. Beginning December 15, it will also be available online in English and Spanish.

Over 500 communities participate in the NCS, which enables PCMC to benchmark our ratings against municipalities nationwide. Similar to 2022, Park City will benefit from utilizing a custom benchmark that includes resort communities with comparable community dynamics.

In 2022, we received 972 survey responses, reflecting a significant 43.5% increase from the 2017 survey. The 2024 survey occurs during the same period as in 2022, running from late November through January. A robust outreach plan will run from December through January to raise awareness of and encourage participation in the NCS.

As part of the NCS, Park City is eligible for the Voice of the People Awards (VOP), which honors local governments that successfully engage residents and incorporate public feedback into community decisions and outcomes. In 2022, our Recreation and Public Utilities departments proudly received VOP Awards. These honors are awarded to those who achieved the highest or most improved ratings from the NCS among nearly a thousand participating municipalities.

A link to the 2022 survey report is provided [here](#).

2024/25 NCS Timeline:

- November 27: Survey was mailed to a random sample of Park City households
- December 15: Online survey and open participation begins
- January 8: Data collection ends for both random sample and open participation surveys
- February 5: Survey report will be available



City Council Staff Communications Report

Subject: Main Street Water Replacement Update
Author: Griffin Lloyd, Public Utilities Engineer
Department: Public Utilities
Date: December 12, 2024

Summary

With a recent increase in the frequency of water breaks on Main Street, the Public Utilities, in coordination with the Historic Park City Alliance and swift approvals by City Council (*January 16, 2024, [New Business](#), p. 159, March 07, 2024, [Old Business](#), p. 125, and September 5, 2025, [Old Business](#), p. 444*) was able to continue with the Main Street Water Line replacement project ahead of the original schedule.

Crews completed phases I and II of this three-phase project on Main Street in November, ahead of the scheduled three years. The City's Public Utilities team, at the request of the Historic Park City Alliance, accelerated the project schedule by adding work in the fall of 2024 to reduce required work in the Spring of 2025. Accelerating the project timeline decreases impacts on Main Street sidewalks in June 2025, when the area generally sees an increase in visitors.

During phase I of the project this spring, crews successfully installed the water main line and all individual service lines from Heber Avenue to 5th Street. Phase II this fall included the installation of the new main line from 5th Street to Swede Alley and the replacement of old individual lines in 5th Street between Park Avenue and Main Street. The pavement was restored, and equipment and materials have been demobilized for the winter.

Phase II was completed on budget spending \$1.8M of the \$3.68M budget for Phase II and III. The total replacement cost for all phases is estimated to be \$5.8 Million compared to over \$7M we originally estimated. Crews will return in late March to begin the final phase of the project.

As anticipated, Phase II from 5th Street to Swede Alley progressed relatively quickly. The crews installed tees and valves in preparation for Phase III, which consists of installing individual service lines to buildings. Once the individual service connections are tied to the new main line, all old lines will be abandoned. Unfortunately, this work is more time-intensive and disrupts sidewalk access and, at times, business access. In the event of a water line break on the existing lines during the off-season, water lines will be replaced (instead of repaired) to the new main line as part of contract work.

With the completion of the main line this fall, spring 2025 work will begin on the sidewalks and reduce impacts to business fronts and visitors ahead of the summer season. Staff will continue to work with HPCA as well as keep businesses updated with

information on the project website for the upcoming work this spring. The website can be found here: <https://www.parkcity.org/about-us/main-street-area-projects/main-street-water-line-replacement>



City Council Staff Communication

Subject: Main Street Area Plan Outreach Recap
Author: Matt Lee, Project Manager
Department: Economic Development
Date: December 12, 2024

Summary

This Staff Communication report is designed to update to the City Council on the community engagement efforts for the Main Street Area Plan ("Plan") facilitated on November 12, 2024. It also includes recommended updates to the Plan discussed during the sixth meeting of the Main Street Area Plan Committee ("MSAP Committee"), held on November 14, 2024.

Two public community engagement sessions were held on November 12, including a morning and evening session at Miner's Hospital. Residents, businesses, and other stakeholders met with the MSAP Committee members, project professionals, and City staff to review and discuss the draft plan concepts.

The MSAP Committee met on November 14 and discussed the feedback from the November 7 Council Work Session and the November 12 Community Engagement sessions. The committee tasked the project professionals with incorporating as much as of the community's feedback into their final Plan recommendations.

The final Plan, supported by the MSAP Committee, will be brought back to the Council for consideration at the December 19 Council meeting, including public input.

November 12th Community Engagement Feedback

Two community open houses were held at Miners Hospital Community Center on November 12, 2024, in which the project team presented large information/graphic boards ("Boards") for each major element of the plan at separate stations – Exhibit A. The community could visit each station at their own pace, ask questions, and provide feedback directly to the project professionals and/or City staff.

Community participants were invited to provide feedback on paper sheets or scan a QR code to remit written feedback online. Combined, 147 people attended the two open houses. Attendees remitted 28 digital and 10 paper submissions of the Input Form, which were available to all attendees. This is a 25.8% written response rate of attendees. However, the primary source of feedback during the community engagement sessions was open dialogue between the public attendees and the project professionals and/or City staff. The dynamic Q&A process allowed for the community to address

specific concerns or raise questions about the Committee's recommendations. This allowed the project professionals and/or City staff to take dialogue-driven considerations back to the Committee along with written responses discussion.

Community participants largely expressed support for the plan, particularly for the public spaces and new development on Swede Alley. The most common concerns centered on parking (quantity of parking and alternatives during construction), improving transportation (solutions for visitors, residents, and employees), and Swede Alley building design (aesthetics and massing).

The following summarizes the November 12th community feedback from all forms – engagement sessions written submissions and dynamic dialogue. The use of “quotes” indicates comments reflected directly from the written feedback remitted online, provided on paper forms at the sessions, or sent to staff via email.

Main Street Redesign (Board #5):

Many Community participants supported the new Main Street design, specific feedback included:

- 1) **Car-Lite Design:** Wider sidewalks in the proposal were especially popular. Multiple community participants supported closing Main Street for large gatherings, with several commenting in favor of permanently pedestrianizing the street.
- 2) **Main Street Parking:** Parking was a divided issue, with some community participants emphasizing the importance of parking on Main Street for business, while others supported less parking to enhance walkability.
- 3) **Roundabout at Main Street & Swede Alley:** Multiple attendees suggested adding a roundabout at the top (south end) of Main Street and Swede Alley. This would allow drivers to return northbound on Swede Alley more easily as an alternative to driving on Main Street unnecessarily.
- 4) **One-Way Traffic:** Residents had mixed views on making Main Street one-way, with concerns about potential congestion, illegal parking blocking traffic, increased pressure on nearby streets, and accessibility challenges for those with mobility needs.
- 5) **Construction Mitigation:** Upper Old Town residents and business owners who supported the design expressed concern about access during construction and would like solutions to help limit construction impacts.
- 6) **Main Street Identity:** Two residents commented that they would like to see the focus remain on benefitting the residents first, above visitors, and asked

that the final design should “keep our history and charm and remember the locals.”

Swede Alley Redesign (Boards #6-9):

Most community participants supported the new developments on Swede Alley, including the revitalization of Opportunity Sites on the Flagpole Parking lot, the North Marsac Parking Lot, and China Bridge. Participants wrote:

- “The design is lovely.”
- “The density and height are appropriate and most likely makes the projects pencil.”
- “Excited about activating retail on Swede Alley.”
- “I love the idea.”
- “Do it.”

- 1) **Traffic & Parking:** A few community participants expressed the need to address traffic and parking challenges before moving forward with the proposed developments. Many attendees noted that regional transportation solutions must be provided before any development in the Old Town area to mitigate the impacts of development construction.
- 2) **Building Heights and view impacts:** Several community participants emphasized the importance of preventing buildings from becoming excessively tall.
- 3) **Hotels:** Some questioned whether Park City’s economy needs the developments and whether there would be sufficient visitors to fill the proposed hotels. One emphasized that the project would not benefit locals.
- 4) **Costs:** Two community participants expressed concerns about whether the project would be financially viable and asked whether the project would impose costs on Park City [residents]. One commenter emphasized the impacts on Park City’s revenues: “Currently the empty lots don’t pay property tax... These buildings will bring in higher tax revenues that can be used for further improving Park City.”
- 5) **Design Feedback:** Some community participants supported the new buildings if the designs “retain historical architecture inspiration.” Others were more cautious in their support: “I am not opposed to development [but] how we do it is critical.”
- 6) **Sandridge Workforce Housing:** A resident expressed concern about losing parking in the Sandridge lots, suggesting building workforce housing elsewhere in Park City because many residents use the Sandridge Lots for parking during winter on-street parking bans. She noted that if those parking

lots are developed, another parking solution for residents will be needed for winter parking bans.

Public Space Strategy (Boards #10-13):

- 1) **Miner's Park (Slide #11):** Community participants expressed broad support for the Miner's Park Design:
 - a. "Yes! Clean bathrooms, rooftop public eating space, kids' playground, and stage inviting visitors to stay a while."
 - b. "I love the Miner's Park concept. Currently it feels like a space that is forgotten and underutilized"
 - c. One expressed that the design is "an easier, more attainable project," compared to other elements of the plan. Another emphasized the need to continue highlighting heritage in the park: "I love mining history!"
- 2) **9th Street Park (Board #11):** Reactions to the 9th Street Design were largely positive:
 - a. "I love the idea of having multiple spaces for public gathering."
 - b. "This looks like a good solution to an underutilized open space adjacent to Main Street."
 - c. "That park is only useful for storing bikes right now... I feel like creating a spot to keep people in the Main Street area is a fantastic idea."
 - 1) Some specifically mentioned the value of offering play structures for children:
 - d. "With so many kids on Main Street, catering to them seems wise."
 - e. "Good idea, more space for kids."
 - f. "Grateful for the kid's organic climbing structure and retention of green space while waiting for the trolley."

One community participant expressed skepticism about whether the park would be well used: "Locals don't come to the street to support small businesses so why would you need a park that won't get used." Another expressed concern that the investment will be "at the expense of upper Main," and asks: "Why not put this at the Brew Pub lot??"

- 3) **Post Office Plaza (Board #12):** Two options for the Post Office Plaza design were presented. Community participants were asked to select which they preferred. One option would retain the original heritage building with a plan for adaptive reuse, while the other would demolish the building to create a larger public square. Participants were roughly evenly split in which they preferred. Most commenters supported moving the post office functionality into the new developments on Swede Alley to allow the Post Office Plaza to become a better public gathering space.
- 4) **City Hall & Bob Wells Plaza (Board #12):** Most community participants expressed strong support for the new plaza design west of City Hall:

- a. "It's gorgeous!!!! I love it!! It really helps connect City Hall with the rest of Main Street instead of making it feel like some sort of floating building with which I have no connection."
- b. "I like the idea of the grand staircase but keeping vegetation and making it inviting rather than imposing. Maybe add areas to gather and sit and enjoy the day in the staircase."
- c. "It's great and creates a connection from the [former] Marsac School Building to the Post Office Plaza."
- d. "This is the highlight."
- e. Two commenters requested more ideas on how the space would be programmed. One suggested that the KPCW radio station office — which will be located next to the plaza in the current proposal — "should have street level access so that it can host events [and] concerts."
- f. One commenter suggested that the City Hall building should be "used for the public, instead of for the City employees."

5) Brew Pub Plaza (Board #13): Feedback on the Brew Pub Plaza design concept was mixed. Some community participants expressed support:

- a. "There should definitely be a central space there"
- b. "Makes sense as part of a transit plaza if the gondola moves forward."
- c. "This should happen."
- d. "In favor as designed."

Some supportive comments emphasized that action is needed to draw people up Main Street:

- a. "It currently feels like there could be tumbleweeds rolling across the street up there so anything that encourages more people up to the top would really help businesses there."
- b. "Upper Main Street often gets forgotten. [This project] would bring a positive vibe to that area."
- c. "There is nothing to attract people UP the street and LOTS to attract people DOWN the street (including gravity)."

Some were skeptical of the Brew Pub lot redesign, suggesting that it be retained as parking, new structures built, or a Kimball Arts Center added. Responses to an ice-skating rink were also divided, with some supporting it but others preferring an improved rink at City Park.

Transportation & Circulation (Board #14):

We asked community participants if they supported a list of transportation investments proposed in the plan. The three most popular ideas were a gondola connecting Main Street to Deer Valley, a transit and hotel shuttle station in Old Town, and dedicated rideshare pick-up and drop-off locations. One attendee also raised pedestrian safety at the Heber and Main Street intersection.

In conclusion, the community feedback was overall positive, with some notes of caution regarding phasing and implementation planning elements to mitigate and support the projects, both during and after construction phases. Future community feedback could be used to refine the Plan if it enters Council-directed detailed stages of design, feasibility, and phasing.

November 14th MSAP Committee Updates to Plan

At the November 14 MSAP Committee meeting, the Advisory Committee discussed the community feedback from all forms, including the November 7 City Council Work Session and the November 12 Community Engagement sessions written submissions and dynamic dialogue.

- November 7 – City Council Work Session: [Staff Report](#)
- November 14 – Sixth Committee Meeting: [Minutes](#)

Community response to the Main Street redevelopment plan was overwhelmingly positive, particularly for features emphasizing public spaces and pedestrian-friendly design. Community participants supported the designs for Miner's Park, 9th Street, and City Hall Plaza, appreciating elements like gathering spaces for residents and visitors, clean facilities, play areas for children, and historical highlights.

The car-lite design of Main Street, wider sidewalks, and potential pedestrian-only zones was widely supported for enhancing walkability, vibrancy, and hosting events. Community participants also endorsed transportation solutions, especially a gondola connection to Deer Valley, improved access to transportation and shuttle services, and dedicated rideshare zones.

The Swede Alley redevelopment, with mixed-use structures and increased vibrancy, received praise for its thoughtful density and potential economic benefits. Community sentiment encouraged integrating historical architecture into new designs, focusing on maintaining Park City's charm and character. Overall, residents valued the balanced approach to preserving history while enhancing functionality, contributing to a forward-thinking, livable, and vibrant Main Street.

Community concerns seemed to focus on parking reductions, with concerns about impacts on businesses and construction disruptions. Building heights and view obstructions raised worries about aesthetics, while some questioned the necessity of new hotels and financial viability. Residents stressed prioritizing locals' needs and preserving Park City's historic charm.

The Community feedback led to a few specific Committee-supported updates to the draft Plan, including:

- Roundabout added to the intersection of Swede Alley and Main Street.

- Safer intersection designs were incorporated into Main Street, specifically at Heber Avenue.
- The removal of the Post Office from the current site was eliminated as a recommended option. Adaptive reuse of the original 1920s portion of the building is recommended.
- Renderings for City Hall Plaza should be updated to preserve its historic staircase.

The Committee expressed unanimous support for nearly all aspects of the final evolution of their Plan, including the updates above. However, the Main Street redesign had the backing of eight out of ten members. The two members expressed concerns about removing parking spots and the potential negative impacts on businesses during construction.

The Advisory Committee recommends presenting the plan to Park City Council for consideration and potential approval and beginning to scope the next phases (prioritizing implementation of concepts).

Future Consideration for Action:

The project professionals and City staff will return to Council on December 19th to present the Committee's final recommendations in a comprehensive Main Street Area Plan in conjunction with a Staff Report. This item will be open to public input.

Exhibits

A Main Street Area Plan (MSAP) November 14th Community Engagement Boards

Main Street Area Plan

Overview

How the project started

In late 2023/early 2024, Park City Council directed City Staff to:

- Form an Advisory Committee
- Hire a team of consultants
- Develop a plan for the future of Main Street



Project goals

Enhance the historic nature of Main Street

- Protect what people love.
- Leverage heritage as an economic strength.

Foster economic vibrancy

- Provide easy access to Old Town.
- Create housing and easy access for Park City's workforce.

Strengthen quality of life for residents

- Create vibrant & dynamic public spaces.
- Offer better transportation options.

Opportunities



Swede Alley Opportunity

- Revitalize Swede Alley. Build a gateway to Main Street.
- Create more destinations to attract people year-round.
- Fill in gaps in the local economy.

Main Street Opportunity

- Strengthen its competitive advantage: an authentic, heritage main street.
- Keep customers longer. Offer residents more to do.
- Prepare for the 2034 Olympic Games.

■ Private investment in development

■ Public investment in streets and parks

Committee & Process

Overview

Advisory Committee and members

Emerson Oliveira. Main Street Business Owner, Bridge Café.

Maren Mullin. Main Street Business Owner, Gallery Mar.

Heleena Sideris. Park City Lodging Association.

Randy Scott. President, Park City Museum Board of Trustees, and Old Town Resident.

Ronnie Wedig. Manager, DBR Restaurant Group.

Rob Sergent. Main Street Business Owner, Alpine Distilling.

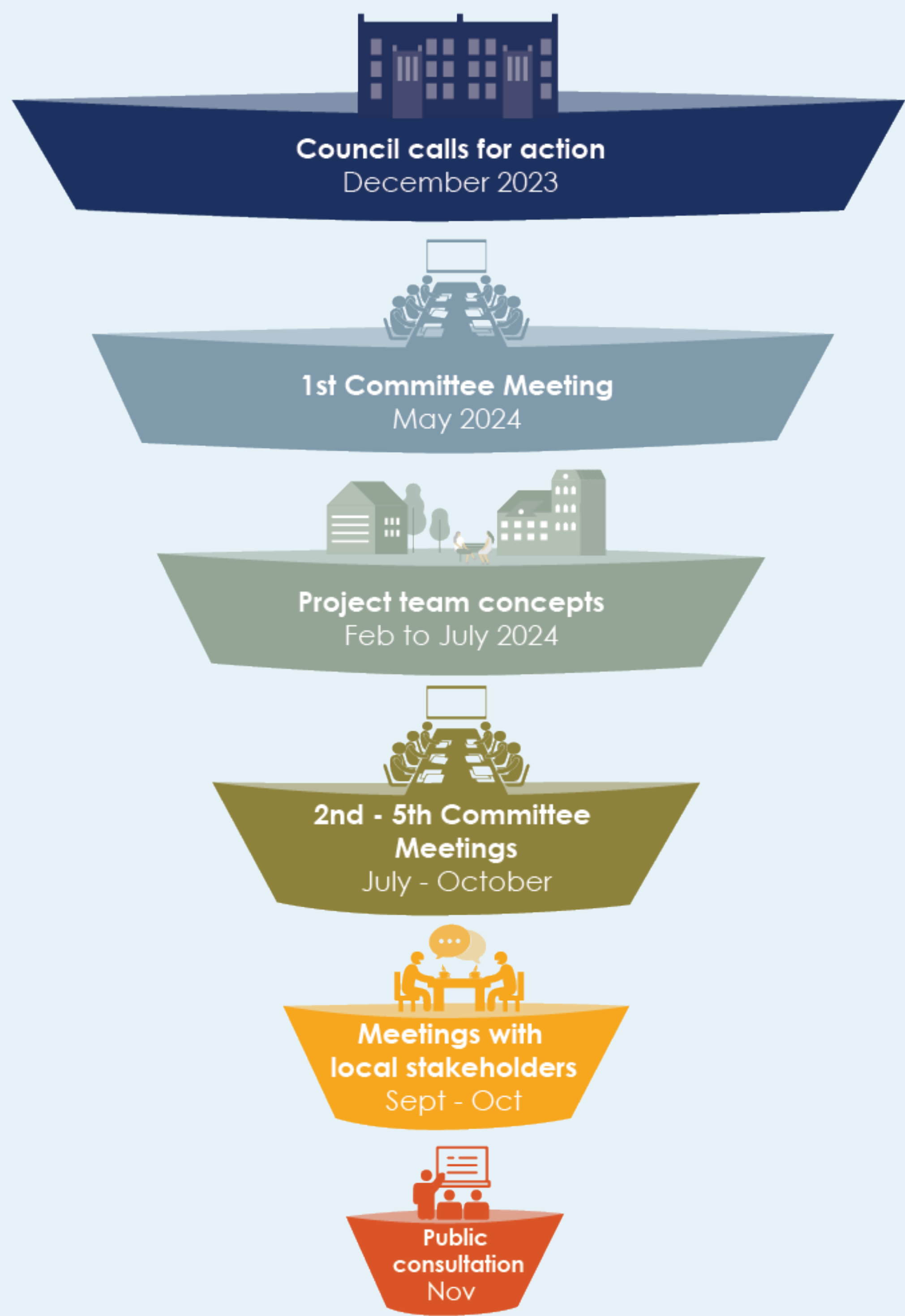
Jennifer Wesselhoff. President and CEO of the Park City Chamber and Visitors Bureau.

Kathy Pederson. Main Street Property Owner, Business Owner, and Old Town Resident.

Casey Crawford. Main Street Business Owner, Prospect, and Old Town Resident.

Mayor Nann Worel. City Council Liaison.

Councilman Ryan Dickey. City Council Liaison.



We need your input to:

- Guide Council's decision on the project.
- Offer ideas to help refine the project.

Transparency

A major goal of this project is transparency:

- All presentation slides and meeting minutes were made public on the Park City website as soon as they were available.
- The committee has continuously published its deliberations while still in a conceptual stage, so that the project team could better hear feedback.



Why is action needed?

Overview

● Online sales ● Deer Valley ● Online sales
● Treasure Mountain ● Rest of the City ● Prospecter
● Deer Valley ● Park Meadows ● Thaynes

This data is captured from 2022.

Competition: Main Street used to have the highest revenue in the region, but is now behind Deer Valley and Online Retail. The Mayflower and other new projects will increase competition.

Annual visitors to Park City Main Street

Year	Visitors
2017	4,000,000
2018	4,090,000
2019	4,150,000
2020	3,290,000
2021	4,310,000
2022	4,040,000
2023	3,720,000

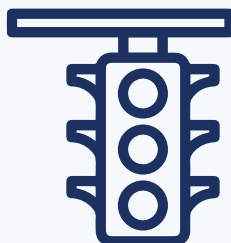
Visitor numbers had a boost in 2021, because Utah opened early during the pandemic. Since then, visitorship has dropped below 2017 levels.
(Source: Placer.ai, as of Dec 2023)

Economic trends: Visitor numbers are down 14% since 2021. Costs are up.

Design: Main Street's sidewalks are narrow and do not offer space to create a premium experience for residents and visitors.

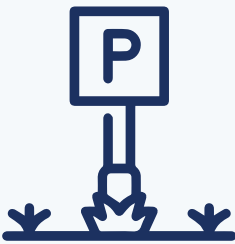
Workforce: Businesses struggle to find employees due to traffic and a lack of workforce housing.

Committee priorities

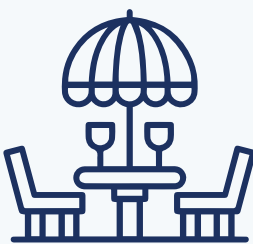
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Traffic choke points
It is often difficult for visitors & residents to reach Main Street.
- 

Worker access
It is difficult for businesses to acquire employees due to traffic & lack of affordable housing
- 

Day-long, year-round business
There is a need for more local development to sustain business activity.
- 

Underused space
Some of Old Town's most valuable land is used by low-value parking lots.
- 

Narrow sidewalks
The Main Street's sidewalks are narrow and do not offer the experience locals or visitors expect.
- 

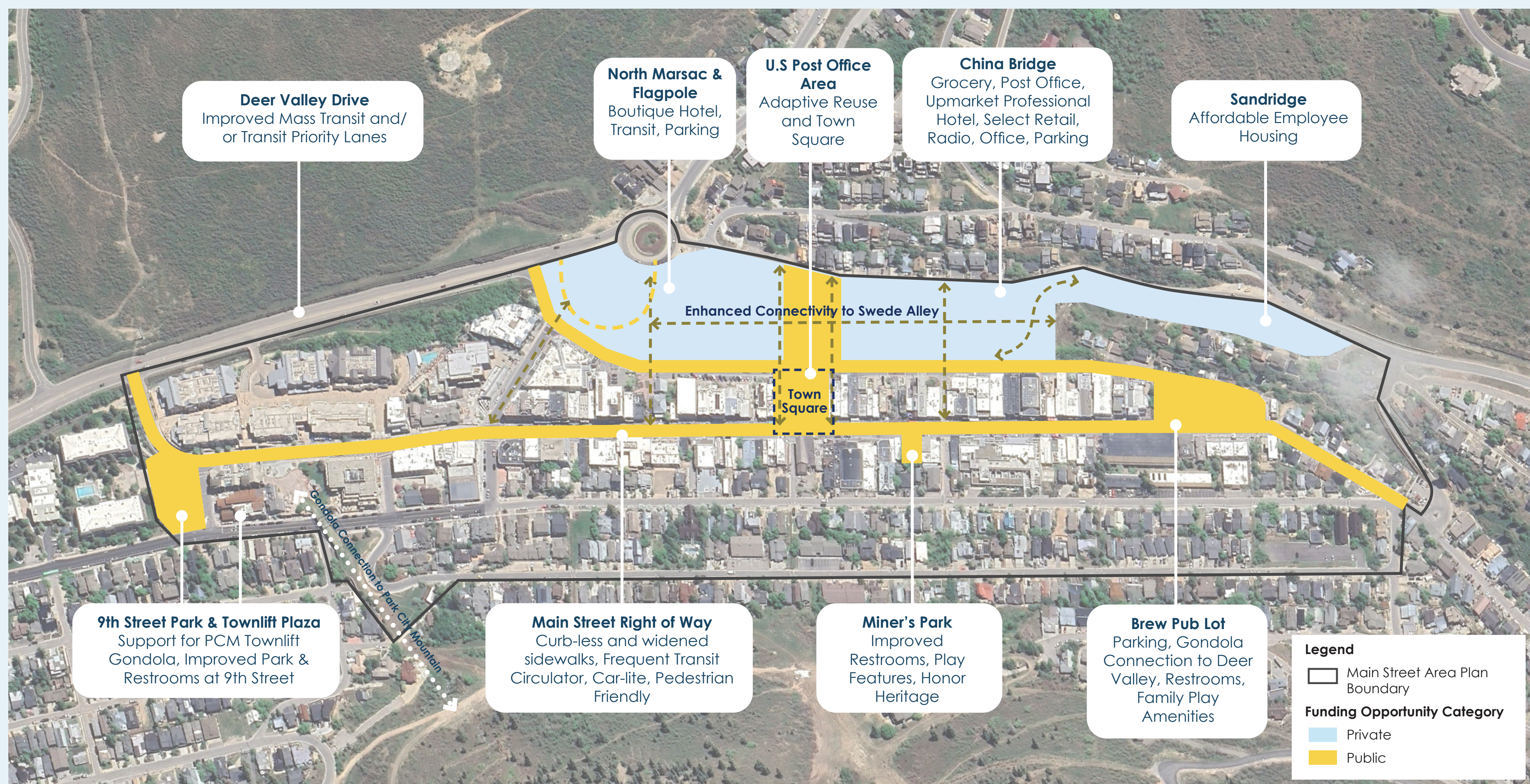
Reasons to Stay on Main Street
Customers come and leave too quickly due to a lack of activities and great public spaces.
- 

Activities for Locals & Families
Main Street needs to offer more reasons to visit, including for kids.

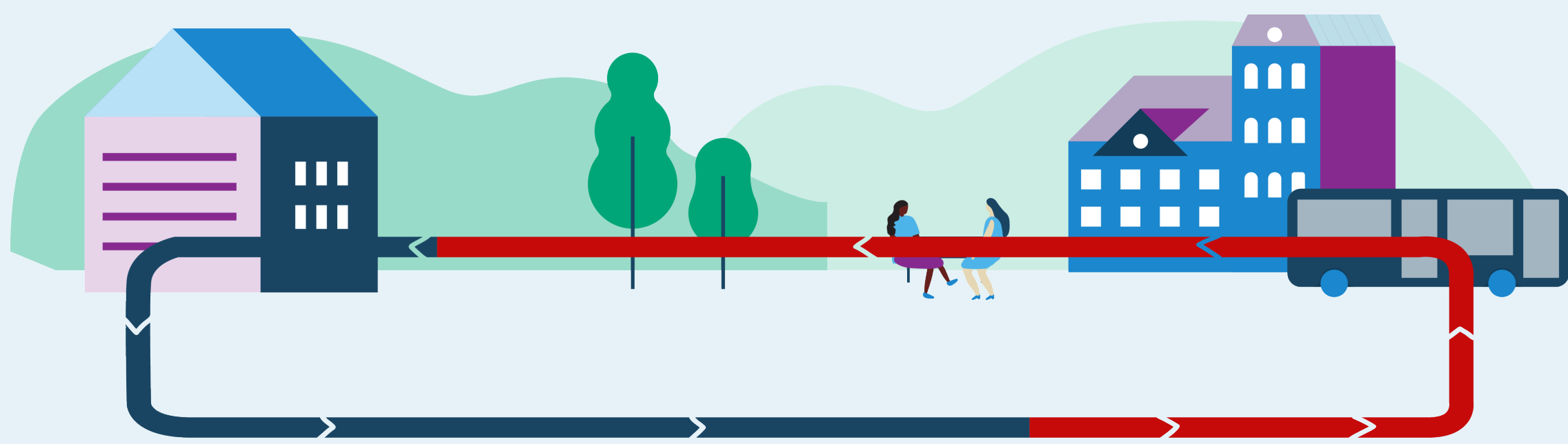


Project Plan & Sustainability

Overview



Sustainability - Geothermal District Heating

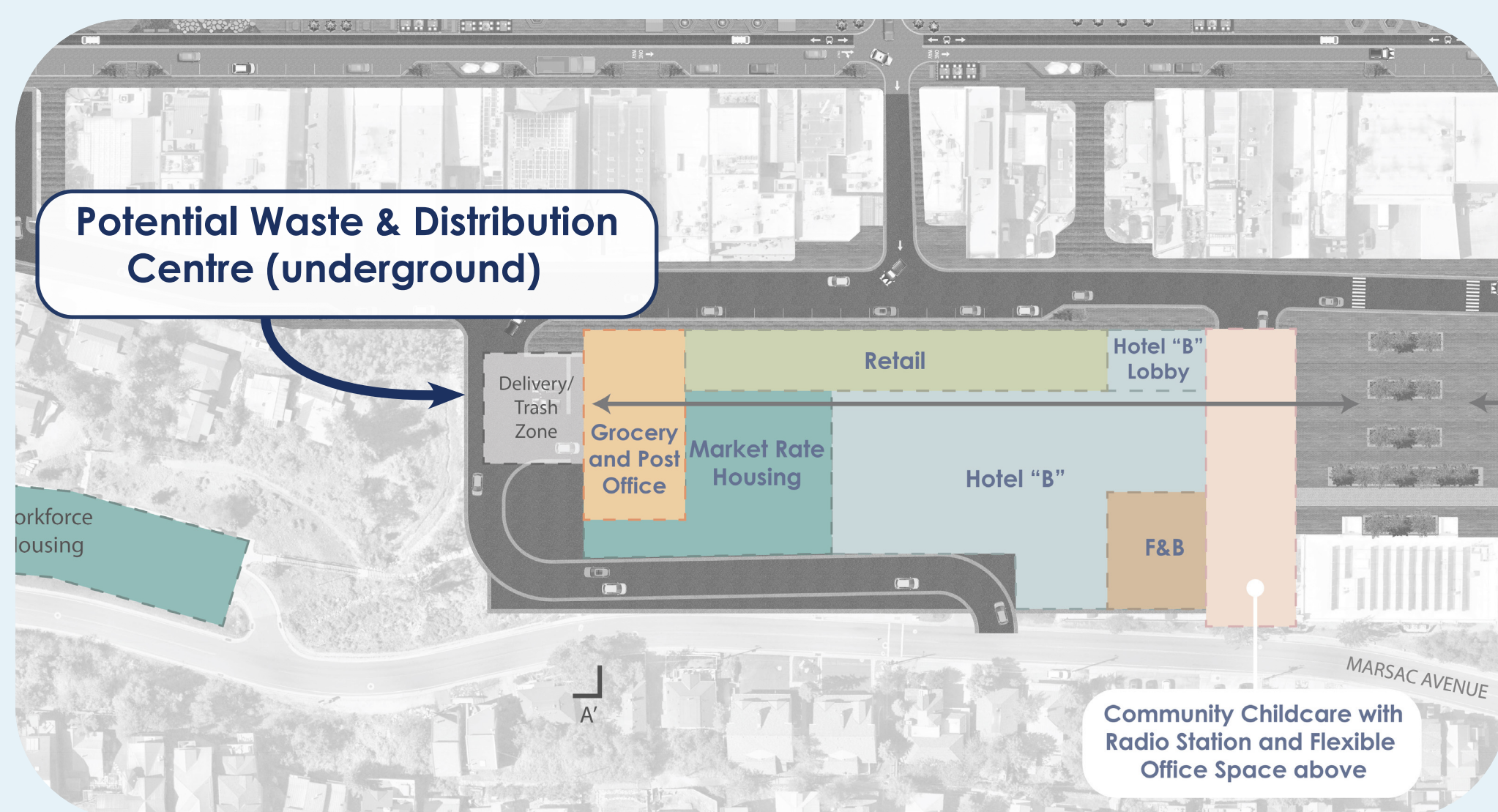


The new developments offer an opportunity to lay pipes that will transfer heat from the ground to buildings, helping them maintain a steady temperature year round.

Potential benefits:

- Heated sidewalks for melting snow.
- Lower costs for heating.
- Reduced CO2 emissions.

Centralized Waste & Distribution Center



Centralized Waste: If there were a single place to collect garbage, it would help eliminate garbage on Main & Swede, and would reduce the burden on local businesses.

Distribution Centre: A single delivery collection and sorting facility integrated into the China Bridge redevelopment would help reduce trucks on Main Street



Main Street Redesign

Strategic Investment

- Sidewalks are narrow
- They do not meet accessibility standards.
- Street does not offer a premium experience worthy of an international destination.



Today



Concept



Goals

- Provide abundant space for visitors.
- Make it easy to open the street for events or busy weekends.
- Offer lots to do so people stay longer.
- Reduce car traffic in surrounding neighborhoods.
- Better highlight heritage.
- Strengthen local pride.



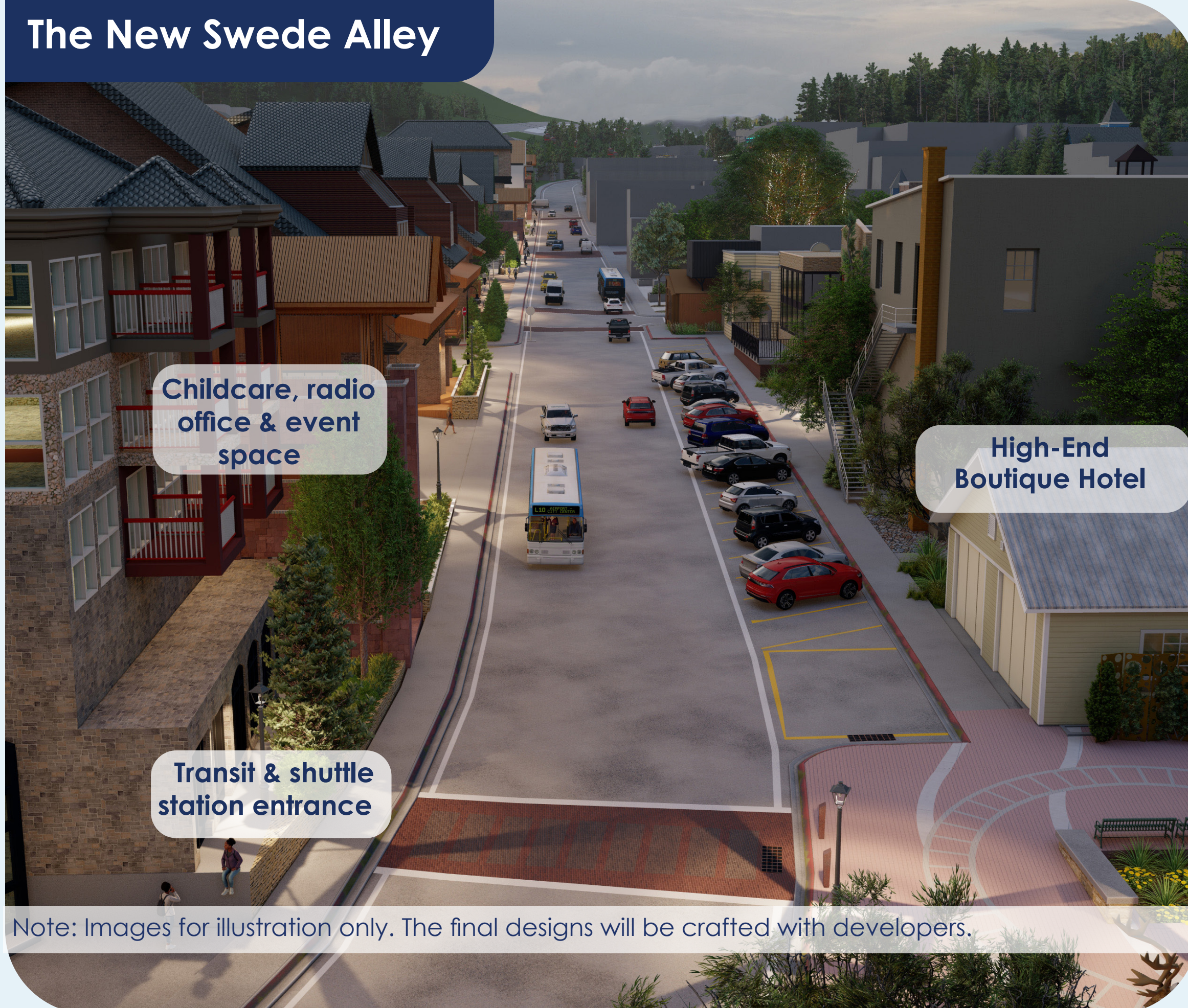
Tell us what you think about
Board 5 / Main Street Redesign



Swede Alley Redesign

Revitalization

The New Swede Alley



Swede Alley Improvements

- Consistent sidewalks.
- Streetscaping.
- Beautiful buildings.
- Valet Parking.



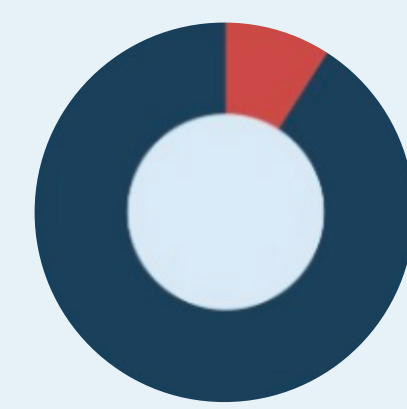
Public inner courtyard



Parking Adjustments

- ↓ Main Street: 160 → 80 spots
- ↓ Brew Pub Lot: 48 → 30 spots
- ↑ Swede Alley: 33 → 45 spots
- ↑ Flagpole & Marsac: 158 → 200 spots
- ↑ China Bridge: 590 → 634 or more spots.

The goal is to maintain the same number of parking spots in Old Town. All changes are estimate. Final figures will depend on detailed design.



China Bridge only reaches capacity 9% of the year.



Opportunity Sites

Flagpole & North Marsac Lots

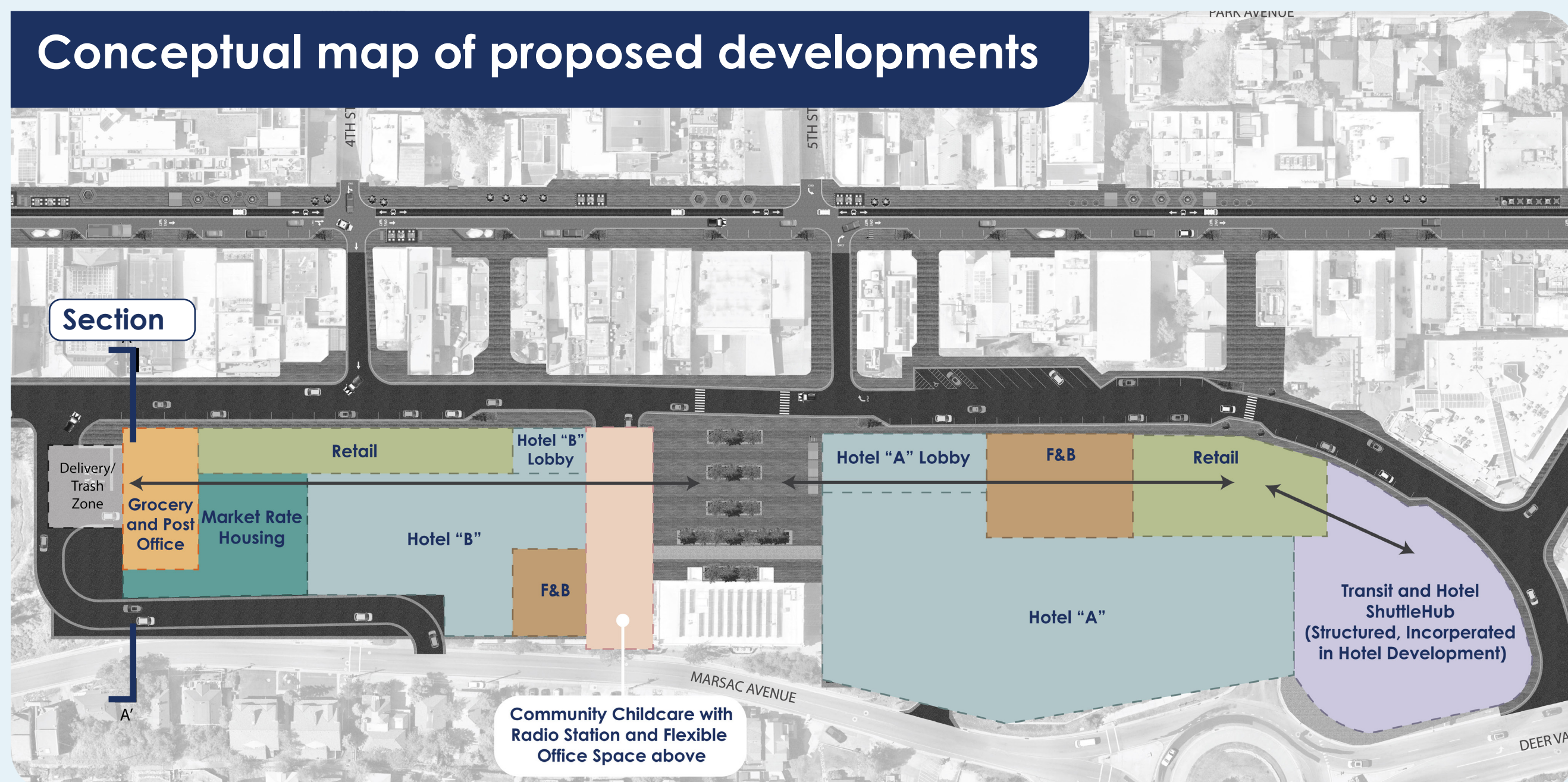
Flagpole and North Marsac will create a gateway for the community. While maximizing the value of the land for the Main Street.



Development Goals: The plan proposes to build development along Swede Alley to achieve the following goals:

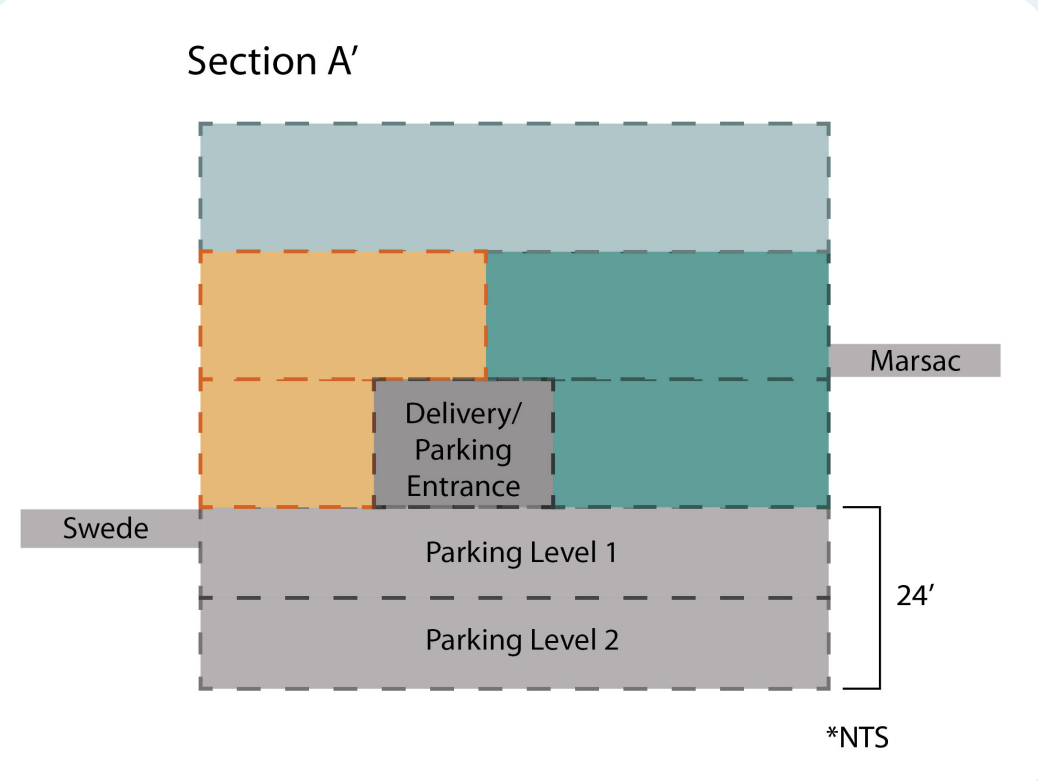
- Bring more customers to Main Street all day, year round.
- Better compete with other regional destinations.
- Provide tax revenue to fund other investments, including for public spaces and transportation.
- Avoid pulling customers away from existing businesses.
- Address the need for workforce housing.

Conceptual map of proposed developments



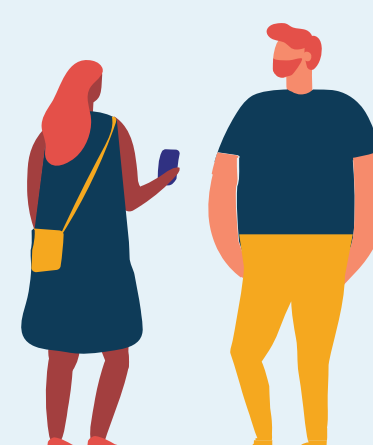
Filling gaps

The proposed land uses were selected carefully to attract new customers without drawing customers away from existing businesses.



Development Offerings

- Two upmarket hotels, with 200-250 beds total.
- A liquor store expansion and improvement.
- A community grocer, including a new location for the post office.
- High-end clothing, makeup, phone, and computer retail
- Additional restaurant space.
- An additional bar.
- Community childcare facilities.
- Luxury housing.
- Underground parking.
- A transit and hotel shuttle station.
- Workforce housing (on the Sandridge parking lots).



Flagpole & North Marsac

Revitalization

The Central Square will provide a lively gathering place at the heart of Main Street and Swede Alley, and will better connect the two streets.

Concept



Concept



Inner Courtyard

The developments will contain a north-south inner courtyard open to the public.



China Bridge

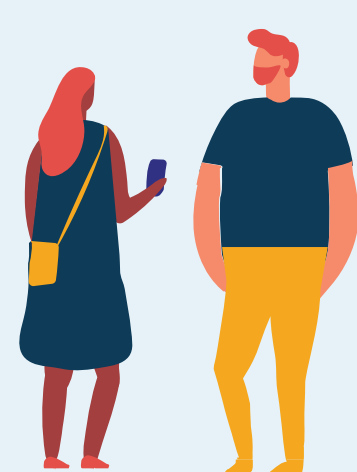
Revitalization

China Bridge will create a beautiful, heated transit station, with excellent public spaces, increasing street life throughout the day and year-round. City Hall Plaza will highlight City Hall provide a stunning psychological center for the community.

Today



Concept



PARK CITY

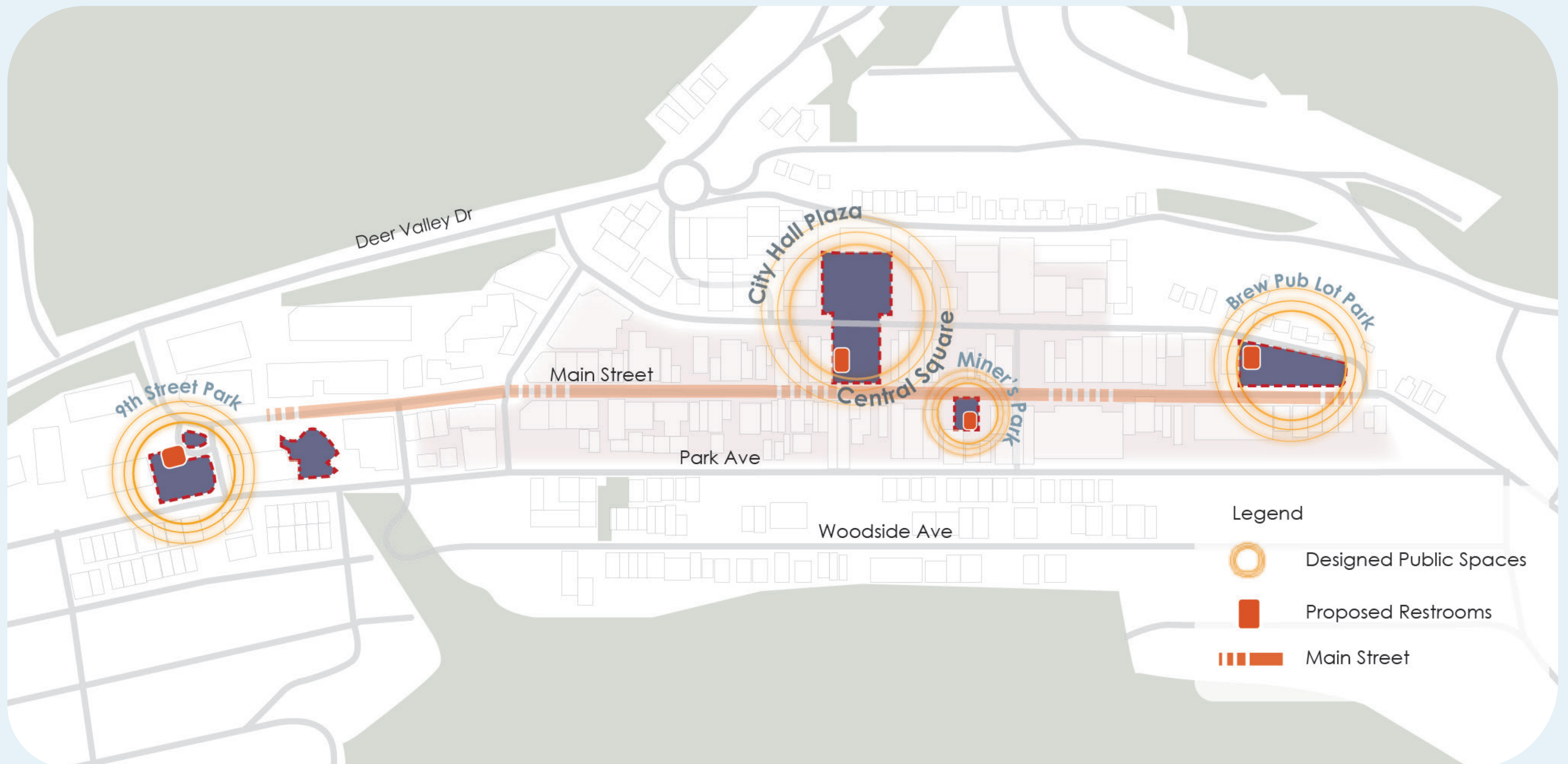
1884

Tell us what you think about
Board 9 / Development



Public Space Strategy

Overview



Focus areas

The team is developing design concepts for five public spaces in Park City. Each plays a complementary, but distinct, role on the street:

- ① Brew Pub Lot Park an anchor on Main Street.
- ② City Hall Plaza highlights City Hall provide centerpiece for the community.
- ③ Central Square as a gathering place at the heart of Main Street and Swede Alley.
- ④ Miner's Park provides a lively spot to spend time and interact with art and history.
- ⑤ 9th Street Park will provide an area for locals and visitors to relax.



Miner's Park & 9th Ave

Public Space

Miner's Park will provide a lively spot to play and spend time, with lights, color, and interactive exhibits that offer insight on Park City's history. 9th Street Park will provide an area for locals and visitors to relax.

9th Avenue



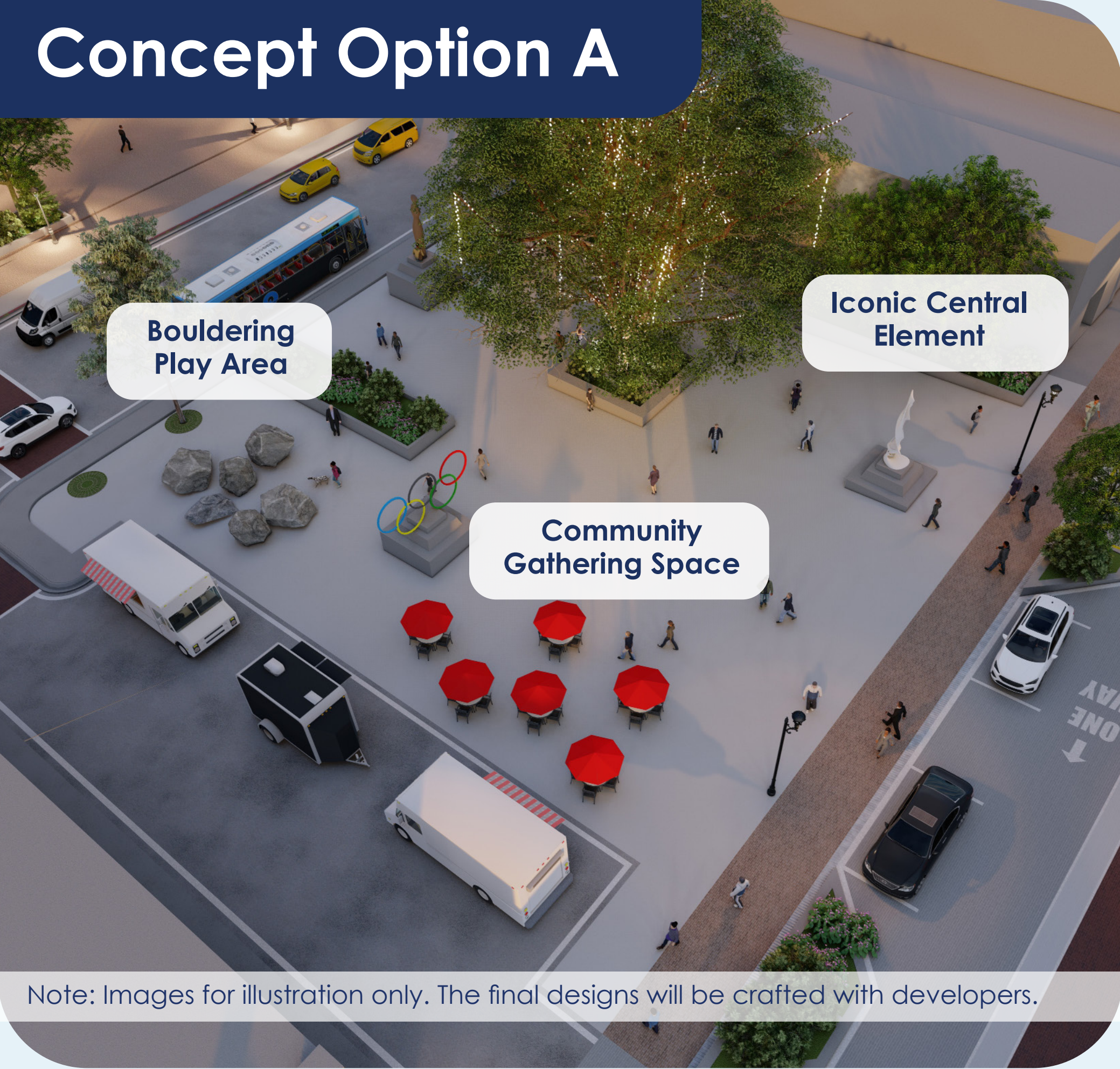
Miner's Park



Post Office Plaza, Bob Wells & City Hall

Public Space

The Post Office Plaza will create a large public space that will hold the “Heart of Old Town.” The site has ample connections to the transit network and to City Hall Plaza.



Brew Pub Lot

Public Space

Brew Pub Lot Park will help draw people up to the top of Main Street and will also potentially create a gondola connection to Deer Valley.

Today

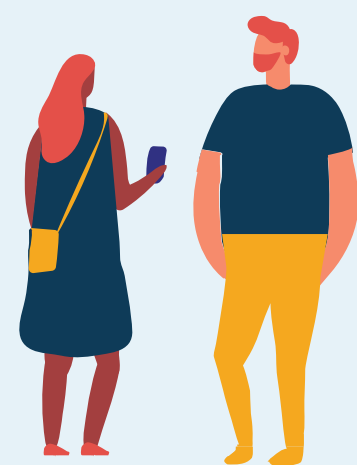


Note: Looking north (downhill) Images for illustration only. The final designs will be crafted with developers.

Concept



Note: Looking south (uphill) Images for illustration only. The final designs will be crafted with developers.

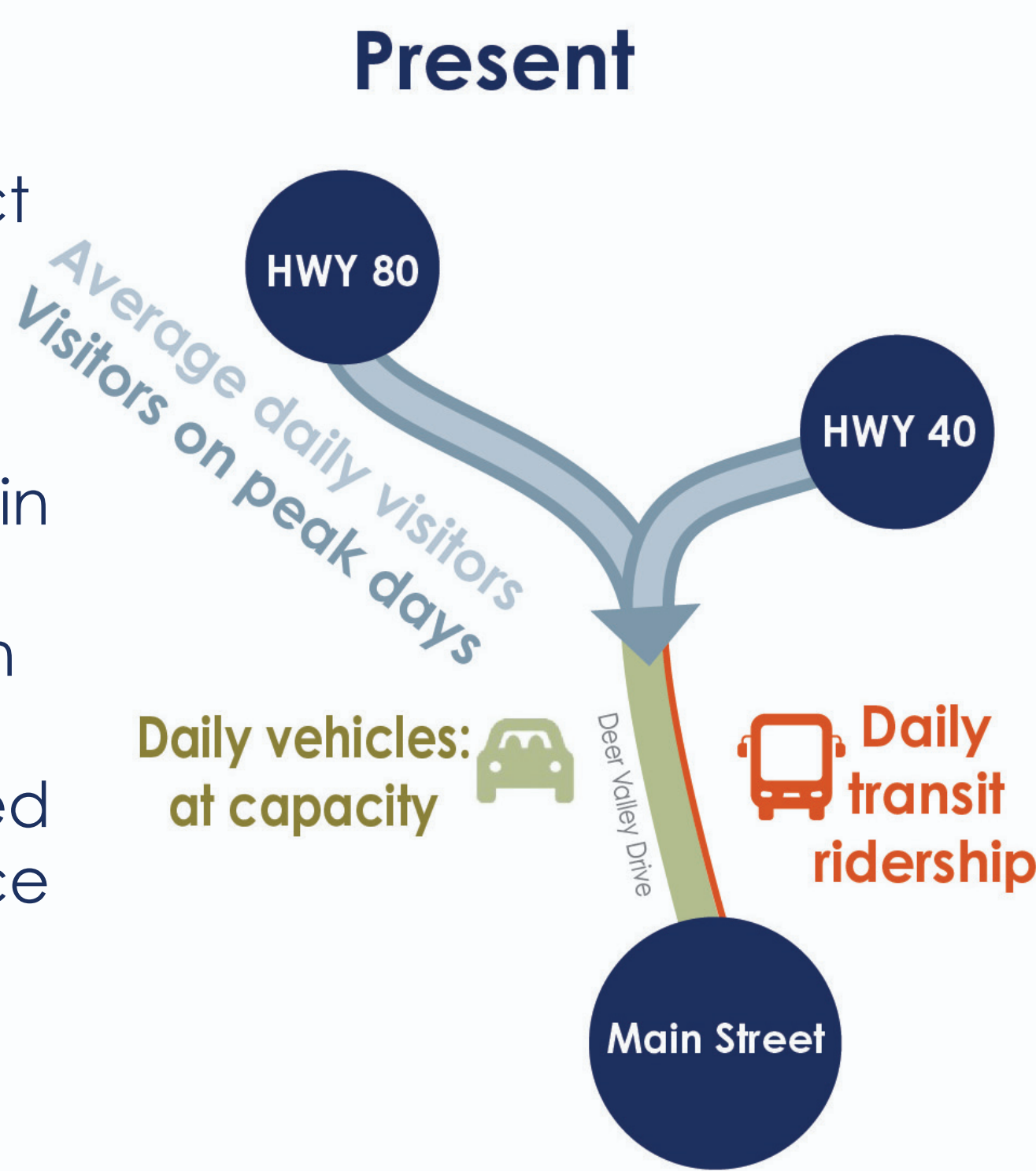


Transportation Overview

Transportation Challenges

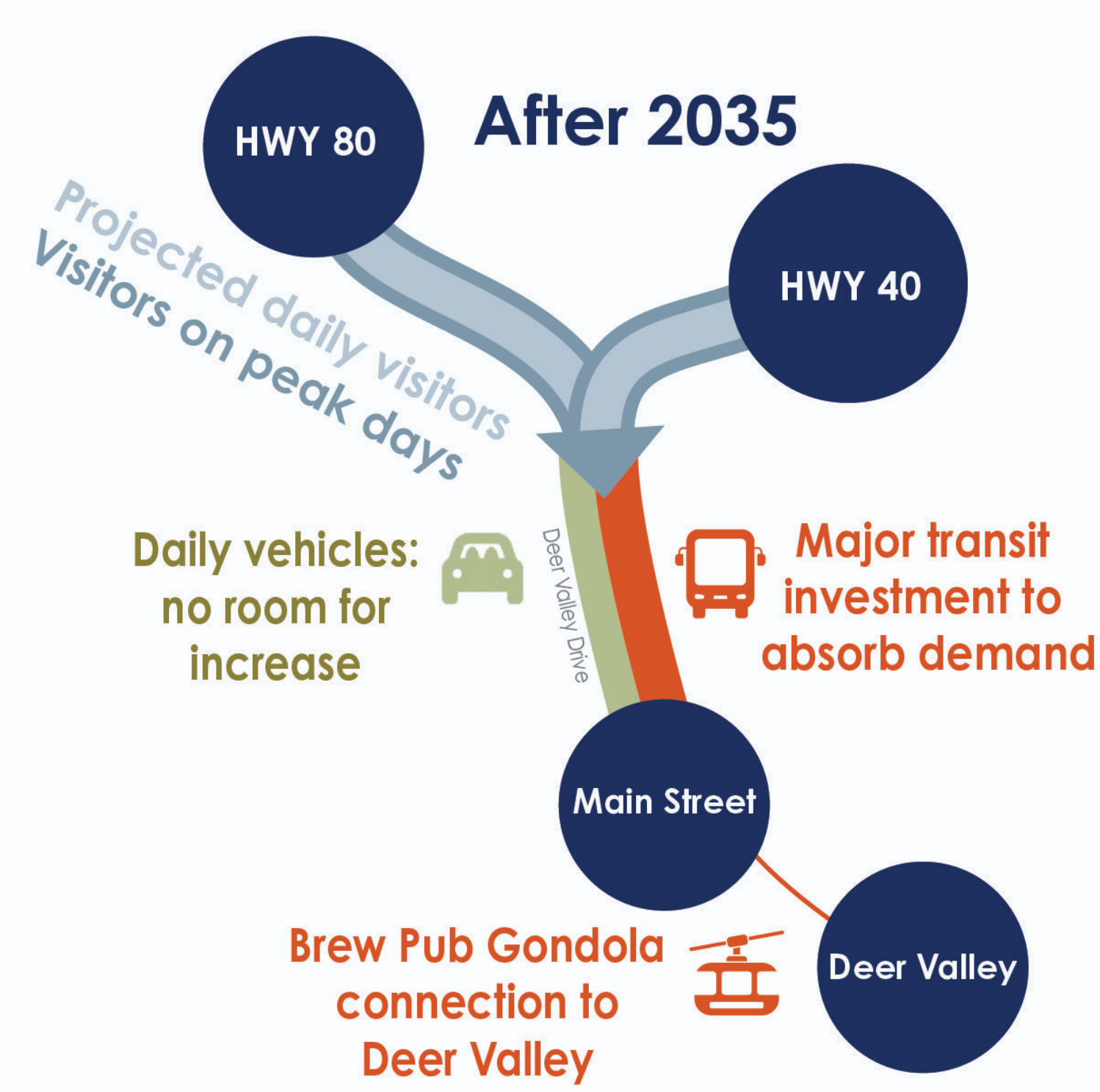
It is difficult for Main Street needs to attract more visitors & employees because:

- Roads to Main Street are clogged with traffic.
- There is limited parking space on Main Street.



Transportation Solutions

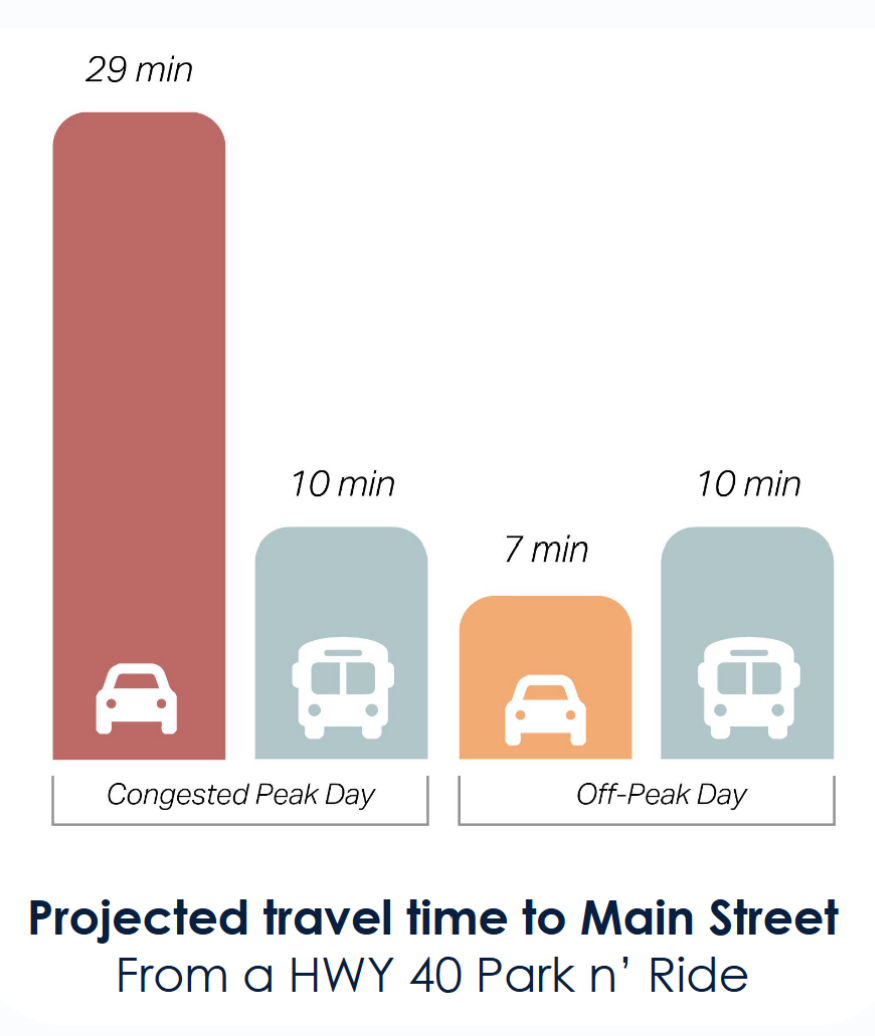
- Visitor ease.
- Workforce access.
- Easier travel for residents.



SR 248 near HWY 40



Travel time



- 29 minutes by car on ten busiest days.
- 10 minutes by bus lanes or gondola.

Main Street



Travel Capacity: Current and Future

Projected Peak Travel Capacity to Main Street			
	Current	Future Increase	Future Total
people daily to Main Street*	12,800	+0 people daily	12,800 people daily
daily hotel shuttle and rideshare riders	4,700	+0 people daily	4,700 people daily
daily transit riders	2,500	+17,500 people daily**	20,000 people daily**
daily gondola riders (Deer Valley to Main Street)	0	+2,000 people daily (capacity much higher)	2,000 people daily (capacity much higher)
Total Trips	20,000 people daily*	+19,500 people daily*	39,500 people daily*

*3,200 vehicles per day x4 passengers per vehicle **Assumes 5-minute frequency or less

	People Traveling to Main Street		
	Current	Future Increase	Future Total
average day	11,000 people daily	7,000 people daily	18,000 people daily
peak day	20,000 people daily	13,000 people daily	33,000 people daily



Implementation

Next Steps: Council will have the option to approve this plan in part or in full at the December 19 Council meeting.

What is Council being asked to Adopt?

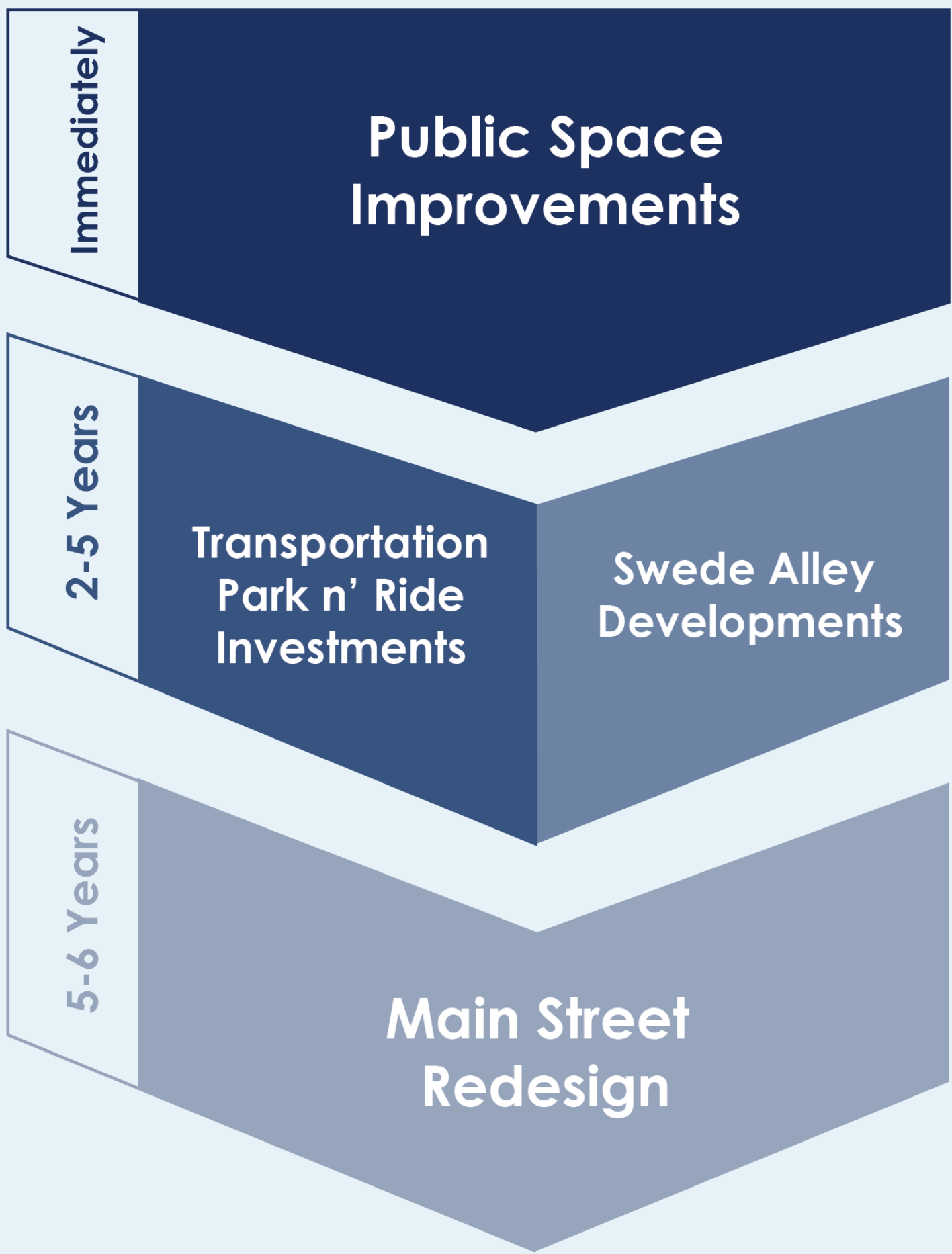
- Main Street Area Plan Committee recommendations and project vision.
- A non-binding, implementation plan. (Page 37).
- Direction for staff to continue to pursue the project's implementation plan.

What is Council Not Adopting?

- Specific site designs.
- Fixed or fully programmed project budgets.
- RFP's for private developer partners.
- Code changes.
- Construction contracts or plans.

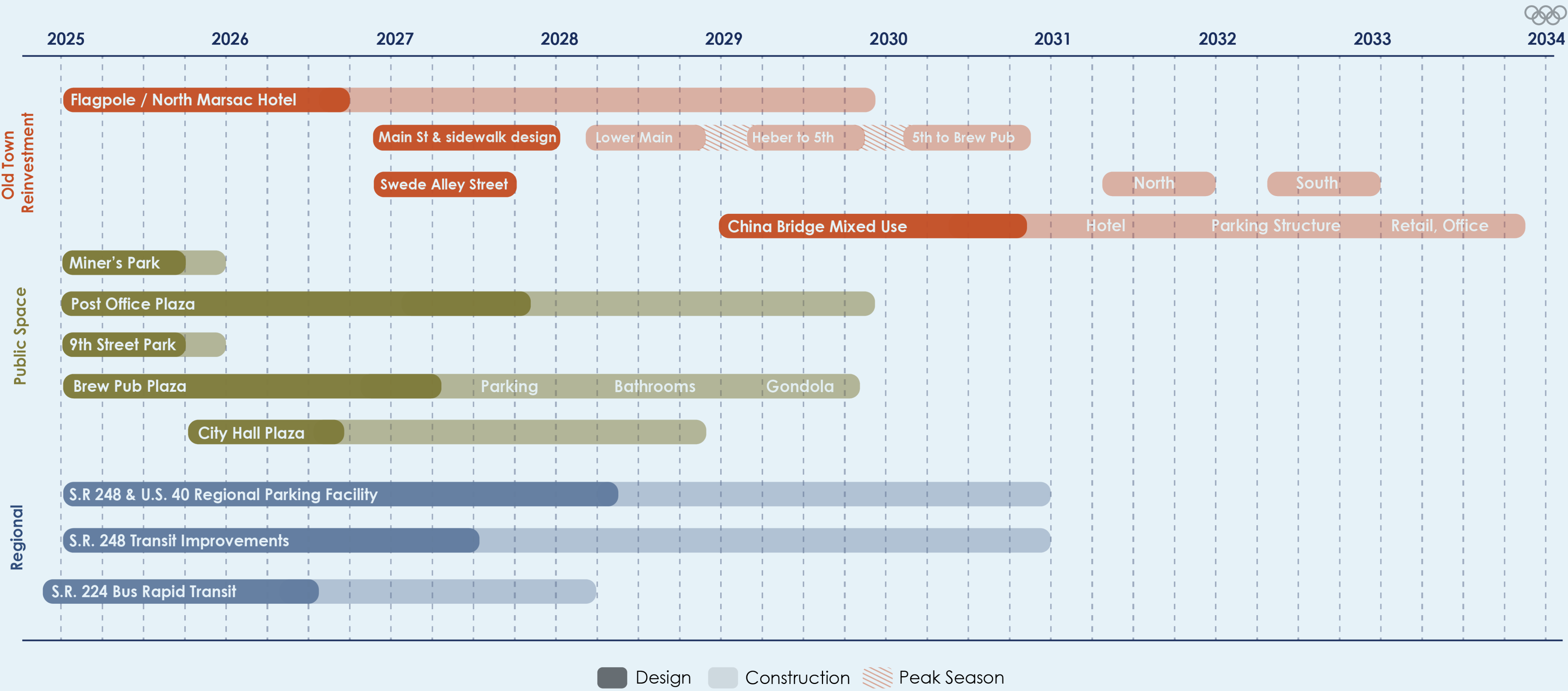
Once city staff have this direction, they will:
Guide staff to create a budget plan and Issue RFP's for street and public space design. Issue RFP's for developers interested in partnering on the Swede Alley Developments. Continue detailed planning for the transit network.

The Main Street redesign depends on the new developments and transportation improvements to ensure the street can attract a critical mass of street life and continue to increase the customer base for businesses.



Sequencing

Should Council approve the Plan, the preliminary implementation approach is as shown below:



Transportation changes, new development and Main Street redesign would be undertaken with care and consideration of the impacts this work may have on residents and businesses.

Tell us what you think about
Board 16 / Implementation





City Council Staff Communications Report

Subject: Tennis & Pickleball Court Allocation Winter 24/25
Author: Cole Johnston, Racquet Sports Division Manager
Department: Recreation
Date: December 12, 2024

Background

The Recreation Department consistently balances the sometimes-competing interests of different user groups seeking access to the same recreation facilities and amenities at the same time, or at peak times.

Over time, the pickleball community's desire for greater indoor court time and access to the six pickleball courts on the three tennis courts in the bubble at the PC MARC has grown. Historically, indoor tennis courts have operated with a tennis-first prioritization, with unused tennis court times or non-peak times converted to support the pickleball demand as much as possible. Considerable time and effort have been allocated to find creative solutions to the growing demand for indoor pickleball court time.

Recently, the Recreation Advisory Board (RAB) put together a court-usage subcommittee to explore additional options for tennis and pickleball court time during the upcoming winter. The subcommittee included representatives from the tennis and pickleball communities, RAB, the Council liaison to RAB, and the PC MARC Racquet Sports Division Manager. It met five times over six months and discussed different court allocation options and potential impacts.

On September 26th, the City Council asked the subcommittee to examine the recommendation more closely. The Subcommittee met for approximately 12 hours over 3 weeks to develop an updated recommendation. The subcommittee presented the recommendation to the RAB on November 5th at their public meeting and approved it.

The subcommittee recommends increasing the number of hours for pickleball in the bubble without interfering with existing tennis programming for PC MARC leagues, clinics, and lessons.

Court Management Plan

Based on the subcommittee's recommendation, the PC MARC will implement the attached schedule in the bubble. It continues to include scheduling the sports separately, with no side-by-side play.

To encourage play during underutilized time for both sports, play from 6:00 am-8:00 am will be offered free.

On Monday's, Tennis was returned the 8:00am-10:00am time frame and pickleball was given 10:00am-12:00pm.

There were no changes on Tuesday

There were no changes on Wednesday.

On Thursday's, the pickleball time was adjusted to 12:00pm-2:00pm to give tennis time in the afternoon from 2:00pm-4:30pm prior to our Jr. program starting.

On Friday's Tennis was given 5:00pm-9:00pm (previously pickleball).

There were no changes on Saturday.

There were no changes on Sunday.

Releasing Unused Court Time

- This is unchanged from last season, and other than unused pickleball time, it will be released to tennis.
- The Recreation Department will give 48 to 120 hours of advance notice of unused tennis and pickleball times when possible.
- Unused Courts will be released on:
 - Monday 11 a.m. for play Wednesday- Saturday
 - Thursday 11 a.m. for play Sunday- Tuesday

The Recreation Department will continue to offer Open-Play Pickleball in the gymnasium on Tuesday, Thursday, and Friday from 10 a.m. to 12 p.m. This is included in a PC MARC facility pass or can be purchased by paying the daily drop-in fee.

Fees

Tennis and Pickleball will pay the \$36 (\$72 non-resident) hourly fee per court or the same amount for each sport. Historically, pickleball paid 50% less per court in the winter than tennis, as it was considered excess time and not utilized by tennis.

The RAB and the Court Allocation Subcommittee appreciate the additional input from the City Council and the tennis and pickleball community and hope the additional operational adjustments further balance the needs of the two sports for indoor court allocations.

2024-25 Bubble Play Schedule				Effective Nov. 25th			
Time	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8:30 PM	Tennis	Pickleball	Tennis	Pickleball	Tennis	Pickleball	Pickleball
8:00 PM		Open-Play					
7:30 PM							
7:00 PM							
6:30 PM							
6:00 PM		Tennis					
5:30 PM	Jr. Tennis		Jr. Tennis				
5:00 PM	Programming	Jr. Tennis	Programming	Jr. Tennis			
4:30 PM		Programming		Programming	Pickleball	Tennis	
4:00 PM		Pickleball		Tennis			
3:30 PM							
3:00 PM							
2:30 PM	Tennis		Adult Tennis		Adult Tennis		
2:00 PM		Tennis	Programming		Programming		
1:30 PM				Pickleball			
1:00 PM							
12:30 PM					Tennis		Tennis
12:00 PM							
11:30 AM	Pickleball			Tennis			
11:00 AM							
10:30 AM							
10:00 AM							
9:30 AM	Adult Tennis		Pickleball				
9:00 AM	Programming						
8:30 AM						Pickleball	
8:00 AM							
7:30 AM	Tennis	Pickleball	Tennis	Pickleball	Tennis		
7:00 AM	(no charge)	(no charge)	(no charge)	(no charge)	(no charge)		
6:30 AM						CLOSED	CLOSED
6:00 AM						CLOSED	CLOSED



City Council Staff Report

Subject: Community Compliance and Construction Mitigation Updates
Authors: David Thacker, Chief Building Official/ Fire Code Official
JJ Trussell, Assistant Building Official
Department: Building Department
Date: November 21, 2024

Summary

Review an update regarding the Building Department's community compliance and construction mitigation programs and continue to obtain ongoing City Council and public feedback. This report continues an effort to detail our efforts to improve compliance through better policies and processes, inter-departmental outreach, customer service, and active construction mitigation enforcement.

Background

The Community Code Compliance team comprises three Code Compliance Inspectors and one Code Compliance administrator within the Building Department. The team works closely with many City departments to address code compliance, public safety, or concerns regulated by the Land Management and Municipal Code. Our primary responsibility is construction mitigation enforcement, and as much of our work occurs in the field as it does behind a desk.

Municipal Code 11-14 describes the City's construction mitigation regulations. PCMC requires Construction Mitigation Plans (CMP) (Exhibit A) before building permits are issued ([Municipal Code section 11-14-4](#)). The City has frequently and proactively updated these requirements over the years as conditions, expectations, means, and methods change.

- 1997 –CMP regulations were enhanced following the 1997 General Plan adoption and community visioning process.
- 1998 – CMPs were codified by [Ordinance 98-18, pg 143](#), and addressed hours of operation, parking, deliveries, construction phasing, trash, dust, and noise mitigation.
- 2002 – [Ordinance 02-32, pg 79](#) amended the Code's CMP requirements to address soil erosion and limits of disturbance fencing.
- 2018 – [City Council](#) discussed construction mitigation efforts, the importance of code enforcement officials enforcing conditions of approval, construction noise, customer service, and efforts to support more proactive code enforcement. City Council also decreased the number of restricted construction work dates by 22.
- 2023 – [City Council](#) Discussed construction mitigation improvements and outreach efforts and provided feedback to staff to modify restricted dates.
- On [February 15, 2024](#) the Building Department provided a [staff communication report](#) to Council that outlined the department's goals over the 2024 construction season, and committed to returning to Council with further information regarding these

2024 Community Code Compliance Updates

It has been a landmark year for the Community Code Compliance team as we implemented considerable operational changes across active patrols, complaint response methods and tracking, and increased interdepartmental coordination. We made conscious efforts to better connect with our partners in Public Works, Planning, Engineering, Public Utilities, Police, Parking Services, Special Events, Trails and Open Space, Regulatory Affairs, and Sustainability than ever before.

Code Compliance is also a service provider for the numerous city departments that have specific codes and regulations that require enforcement. In addition to primary code enforcement duties, the sections below detail more specific program updates implemented over the past year.

Consistent Enforcement Policy – We implemented more standardized responses, templates, and procedures for common violations. While we still encourage inspectors to use professional judgment when making compliance determinations, we consciously removed several discretionary processes from the program, which increases consistency and fairness, such as:

- Certain violations automatically trigger stop work orders, like blocking the right of way, discharging illicit materials into the stormwater system, or repeating minor violations. Public safety concerns most often involve stop work orders, notices of violation, and fees.
- Double fees for working without a building permit – we have collected nearly \$12,500 this year by being even more consistent in enforcement.
- Fees for incidental violations— by consistently enforcing illicit discharge, illegal road closure, and compactor violations, we collected more than \$7,500 in administrative fees this year alone.

Active Patrol – Code Compliance patrols Park City daily for violations, monitoring construction activities and permits, and providing education to our community. We maintain a shared document to track our activities and communicate with each other in real-time. This enhanced communication has created a tighter team, made our responses more reliable, and has allowed us to operate much more efficiently in a few areas of enforcement that have historically been difficult to track.

- Focus is on education and prevention
- Temporary signs such as sandwich boards, yard signs, and banners – standard education, notice, and fee process
- Residential trash bin placement – increased educational outreach has improved compliance substantially – more than 500 notices have been provided

Reactive Response – We remain committed to high levels of customer service to our citizens and partner teams. We welcome community feedback/complaints, including in person, email, phone, text, or through our [electronic complaint form](#). We also recently joined a consolidated, electronic tracking system to coordinate internal requests with our streets, parks, trails, water, and property teams.

Stormwater – Our Code Compliance Inspectors are also the City's official Registered Stormwater Inspectors (RSI). This is a vital role on the City's Stormwater team and is essential for compliance with our MS4 permit responsibilities. The City's Stormwater team includes Streets/ Stormwater Operations, Water Resources, Building, and Engineering staff.

- This year is the first time the entire inspection team is RSI Certified.
- Coordination and communication within the City's Stormwater team has been phenomenal. We routinely conduct interdepartmental inspections, support each other in enforcement actions, and share important information required by our roles.

Property Protection – We have worked closely with our partner departments ensure that through our patrol and enforcement activities, we are protecting the environment and assets of the City.

- In the spring of 2024, we implemented a Main Street trash and oil disposal enforcement strategy, which calls for aggressive identification and action against violators. We have significantly increased patrol, enforcement, and educational outreach regarding this City service with Main Street businesses and the HPCA.

- The team provides valuable input to the Trails and Open Space team regarding construction mitigation for access agreements and easements. We frequently coordinate with their enforcement team to address minor violations they observe on patrol.

Right of Way (ROW) — The Engineering Department recently updated its permitting requirements for work within the ROW, which the Community Code team actively enforces, ensuring that the City's streets remain open and free from unauthorized uses.

- Road closure permits are required for any activity that impacts regular vehicle traffic, including construction activity and construction parking.
- Any unpermitted closure triggers an automatic stop work order and increased fees (4X for first offense, 8X for each subsequent).
- Violators must pay fees and obtain a road closure permit to continue work.
- A vast majority of violators are conducting permitted work (like a construction site), but their work blocks traffic without the proper road closure permits.
- The inspection team also became Certified Traffic Control Flaggers this year to create redundancy within our organization and to provide essential services in an emergency.

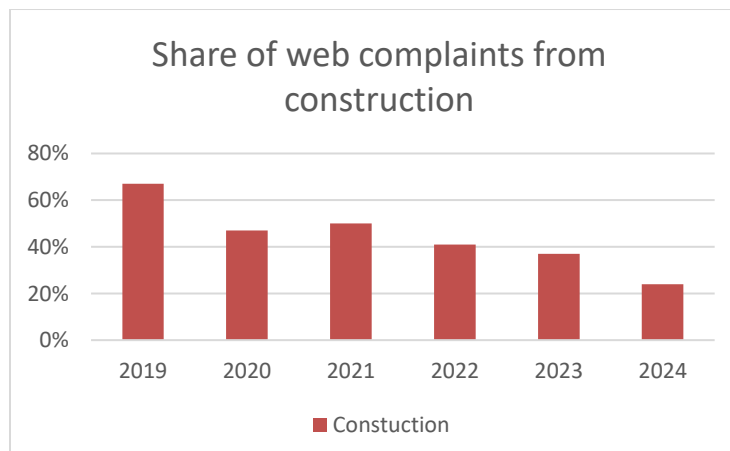
Administrative Code Enforcement (ACE) – When violators fail to bring a property into compliance, the Building Official can compel compliance through the [ACE process](#). We worked hard over the past year to improve our ACE process generally, including:

- Standardized process of issuing Notices of Violation (NOV).
- Communicating with designated City officials when NOV or another ACE action is issued as violators often involves calling various staff and elected officials.
- The City Attorney's Office published an RFP to retain an Administrative Law Judge, which we believe will allow the team more dynamic enforcement options, as well as provide a more-accessible appellate opportunity for our citizens and customers.

2024 Construction Mitigation Updates

As of December 4, 2024 the Building Department had conducted inspections on 1363 issued building permits in 2024. Each permit, as well as all other construction and development activities in the City, are subject to the construction mitigation regulations (CMP) found in [Park City Municipal Code 11-14](#). These regulations seek a balance in the community – where development activities occur safely and efficiently without being overly detrimental to the daily lives of the public.

Over the past few years, we noticed a general reduction in the volume and nature of complaints from construction activities. We believe this correlates with a generally more compliant and informed community, and we seek to highlight some of the keys to that success.



Community Development Staff Training and Retention

The Building, Planning, and Engineering Departments became fully staffed in 2024 for the first time in several years. With a slate of fresh talent, we have focused significant time and resources on training across the board. This has also been a great opportunity for process improvement, as the new staff brings a valuable perspective. Retaining experienced and trained staff has also been a priority.

- Building, Planning, and Engineering inspectors receive basic construction mitigation training and are tasked with informing and educating our customers about the rules if they witness potential violations or report them to the Community Compliance team.
- Leadership structures have also been carefully shifted in each department to facilitate the growth and development of our teams.
- The City's Council's commitment to competitive compensation and employee benefits is a major factor in our ability to retain and recruit quality employees.

Police Partnership

The Police Department has always been an important partner to the Building Department, especially concerning construction mitigation and after-hours enforcement. Working with leadership and officers on the ground, we developed a more effective and productive process to resolve issues after hours.

- The Police Department responds to issues after normal business hours in the City.
- Police Officers have provided staff with field training on their roles in stop work orders, traffic, and parking.
- Police are also the primary enforcement agency for some community code issues, and we work closely with their leadership in instances where ACE is needed.
- Haul route patrol and coordination—Police Officers often assist in managing construction hauling operations, including monitoring for illegal engine breaking and routing issues and inspecting the trucks and equipment for safety.
- Several members of the Building Department graduated from the 2024 Police Citizen Academy, furthering our understanding of their important work and fostering connections.

After Hours and Restricted Working Days – Exceptions and Education

After the meeting with the Council in 2023, we implemented the work restrictions discussed into the standard CMP for all regulated projects. This included expanding restrictions to holiday weekends and special events. During the same period that we expanded restricted workdays, we gain substantial compliance.

- One of the reasons we attribute to this success is standardizing our exception request process. Customers may request an exception for work during restricted hours or days in an [online form](#). Exceptions are regulated by [Park City Municipal Code 11-14](#).
- Each exception is conditioned to be void if violations of the code or conditions occur, empowering us to stop unauthorized work. To qualify for an exception:
 - A request shall be received at least 48 hours in advance
 - The requestor shall define mitigation efforts that will minimize community impacts to traffic, neighboring properties, and special event areas (if applicable)
 - Notification to neighboring properties and HOAs shall be made 24 hours in advance of the exception requested.
- We process requests for exceptions to construction hours on a case-by-case basis. We have seen success this year with three of our large projects, Engine House, St. Regis, and the Sommet Blanc. Each project developed mitigation plans to accommodate early work for large concrete installations. To qualify for an exception to restricted work hours, a mitigation plan must be developed and implemented by the applicant that addresses:

- The actual need for the exception
 - Noise mitigation plan
 - Outdoor light mitigation plan (if construction lights are used)
 - Traffic mitigation plan and established truck route
 - Staging plan
 - Public notice
- We have not received complaints regarding the work exceptions granted this year.

Staff will continue to track trends, modify policy, and adjust CMPs as needed moving forward. Our continued efforts are to maintain a healthy relationship with the community through fair and consistent enforcement of city codes, educate potential violators of code deficiencies, and build/maintain cooperative relationships with City teams.



PARK CITY COUNCIL MEETING MINUTES - DRAFT

**445 MARSAC AVENUE
PARK CITY, UTAH 84060**

November 7, 2024

The Council of Park City, Summit County, Utah, met in open meeting on November 7, 2024, at 2:30 p.m. in the City Council Chambers.

Council Member Toly moved to close the meeting to discuss property, advice of counsel, and litigation at 2:30 p.m. Council Member Rubell seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Parigian, Rubell, and Toly

EXCUSED: Council Member Ciraco

Council Member Ciraco arrived at 2:33 p.m.

CLOSED SESSION

Council Member Toly moved to adjourn from Closed Meeting at 3:30 p.m. Council Member Ciraco seconded the motion.

RESULT: APPROVED

AYES: Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

WORK SESSION

Main Street Area Plan (MSAP) Discussion:

Chris Eggleton and Matt Lee, Economic Development Department, and Erik Daenitz, Zions Public Finance, presented this item. Daenitz reviewed the discussion today would include some conceptual plans for Main Street and Swede Alley. The goals were to enhance the historic nature of the streets, foster economic vibrancy, and strengthen the quality of life for residents. He noted the efficiency and speed of the process and gave credit to the committee and consultants for helping the group meet the timeline. He stated a reason for the discussions and plan was due to a decline in visitors to Main Street, and the increased competition for visitors among the resorts.

Daenitz stated the vision for the plan was to allow private development on public land through public/private partnerships that would increase tax revenues. He noted they did not want to decrease parking in the area. One proposal was to build a hotel at the

1 Flagpole parking lot and the North Marsac Lot. The city hall plaza would be activated to
2 have better connectivity between Main Street and Swede Alley. They also proposed to
3 have development on top of China Bridge. He displayed a map of proposed commercial
4 uses for the area and stated the Sandridge parking lots would have employee housing.

5
6 Daenitz indicated there were also completely public projects proposed for the 9th Street
7 Park, Brew Pub Lot, City Hall Plaza, and Miner's Park. Swede Alley would continue as a
8 two-way street with sidewalks on both sides. Regarding the Main Street redesign, the
9 proposals were not unanimously supported by the committee. The proposal included
10 wider sidewalks, additional rest areas, one-way travel direction, and a transit circulator
11 that would be bi-directional. Currently, Main Street had 160 parking spaces, but the
12 proposal only allowed for 80 parking spaces. The Brew Pub Lot would be converted to a
13 gathering area with an ice rink and a gondola that would connect with Deer Valley.
14 Thirty parking spaces would be under the gathering area. Daenitz asserted 25% of Main
15 Street visitors came from Deer Valley.

16
17 Daenitz discussed the post office space and indicated the proposal was to create a
18 town square. One option would be to preserve the 1920s post office building and use it
19 for restrooms. The second option would be to remove the building entirely. The
20 committee wanted to be bold with the Miner's Park. The restrooms would be enhanced
21 and the play area would be enlarged. The stage area would be preserved, and lighting
22 added. The 9th Street Park would have restrooms added to part of the turn-around area.

23
24 Daenitz reviewed a new transit center would be underneath a structure with the
25 entrance being at the current entrance to what was now the North Marsac Parking Lot.
26 He noted with the increased demand for Main Street, transit solutions would be
27 required. He thought the public projects could be phased and the public/private
28 partnerships could be inserted into an implementation timeline. He asked Council if they
29 supported the proposals and recommendations, and what direction they had for staff to
30 continue to pursue, define, and develop the project's implementation plan. He indicated
31 tonight was for discussion, and direction would be sought when this item came back to
32 Council in December.

33
34 Rob Sargent, Committee Member, stated Daenitz did a great job forecasting what Park
35 City would look like in the future and he was excited for the plan. Emerson Olivera,
36 Committee Member, stated Daenitz communicated everything clearly. Although the
37 committee did not agree on everything, they agreed it was time to start creating the new
38 Main Street.

39
40 Council Member Dickey thanked the committee for being bold. He clarified the
41 committee was requesting general direction and feedback and noted they would receive
42 public feedback at the open houses scheduled for next week. Council Member Toly
43 asked if there was a plan to underground the powerlines on Swede Alley. Daenitz stated
44 he would note it as feedback. Council Member Toly indicated she was concerned about

1 parking at the Brew Pub Lot where the gondola would be. Daenitz stated the parking
2 there would be for the uses on the site. Council Member Toly asked if there were
3 conversations on connections for the bottom of Main Street where the Town Lift was
4 located. Daenitz stated the committee knew that was private land and the City couldn't
5 control that land. Council Member Toly asked if the pedestrian experience would be
6 enhanced, such as additional crosswalks. She also noted there was congestion on Park
7 Avenue as people finished skiing in that area. Daenitz stated he would note to look at
8 how Park Avenue interfaced with the potentially new experience. They proposed
9 enhancements to promote safety at the Deer Valley and Main Street intersection, and
10 with regard to Heber and Main crosswalks, there was no recommendation at this point.
11

12 Council Member Rubell stated there had been a previous discussion on having a
13 gondola from Snow Park to Main Street and they were told it was impossible because
14 there was so much private property along that corridor. Daenitz stated there were two
15 proposed gondola routes: one route went down Deer Valley Drive and the other went
16 over Royal Street and over a parcel that Park City solely owned. But at the end of the
17 line there were homes and that was a point of sensitivity. There would need to be a
18 discussion on where the gondola would end. Council Member Rubell asked to learn
19 more about those alignment concepts at the next discussion on MSAP. He stated the
20 regional park and rides were being addressed separately, and noted there were other
21 ideas for that process. He proposed separating those from the Main Street project and
22 only focusing on Main Street at this point. He also wanted to hold off on discussing
23 financing options since they were just figuring out what they wanted. He wanted this to
24 be balanced so the priorities should go to the implementation stage. The Main Street
25 pedestrian experience was currently dangerous, and he wanted to look at ways to
26 improve it. The gondola might come up early in the process. He wanted to see a
27 different prioritization to focus on pedestrian experience.
28

29 Council Member Parigian agreed with Council Member Rubell. He asked if a local
30 resident was on the committee, to which Council Member Toly stated Helena Sideris
31 and Casey Crawford lived there. Council Member Parigian asked questions on locations
32 of pictures displayed in the presentation, and noted he didn't like the concepts of rest
33 areas on Main Street. He didn't like the waterfall feature at Miner's Park. Sargent said
34 the committee focused on making the street safer for families. Council Member Parigian
35 didn't think an RDA or CRA was needed for this project. He also didn't think the
36 implementation timeline was realistic. He stated there was no proposal for a reuse for
37 the current city hall. Daenitz stated the committee recommended retaining city hall as a
38 government facility.
39

40 Council Member Ciraco wanted to see action on this proposal. His concerns focused on
41 the process because of things going on at Main Street affected things going on in other
42 parts of town. He also noted there was discussion regarding if the City Hall could meet
43 the staffing needs in the future so that needed to be considered. He noted there was a

lot going on with this proposal, but it would end up at the Planning Commission and they were already busy with Snow Park.

Council Member Toly stated the focus should be on transit, circulation, parking, and getting the pedestrian experience implemented. She knew there needed to be a parking solution. Main Street would not survive if China Bridge was under construction for two years with no other parking solution. She agreed with Council Member Rubell on prioritization of projects. She wanted to keep moving forward and wanted the project to be wholistic and have connections to other areas.

Council Member Dickey indicated the starting point was to say if this was a vision the Council liked. He noted this would have a central plaza, places for children, and vibrancy for visitors and residents alike. He asserted there was a lot of economic analysis done for the area and the proposal was realistic. He liked the bold thinking. He noted the concept of a new park and ride was more commercially focused. He also stated the financial tools were displayed to show the financial realism of the project.

Council Member Ciraco noted the current SR248 study was ongoing and they were going to bring a recommendation to the Federal Transit Authority (FTA). He was concerned about the MSAP implementation plan, which included meeting with the FTA. He didn't know if that meeting would address the gondola or other parking strategies, including the park and ride. He thought there could be both.

Council Member Rubell stated the order of the concepts was what the Council controlled. They might go with the proposal as described or they might tweak it. He stated the regional transportation facility was a big deal and he requested that the open house only focus on the Main Street plan without discussing the regional parking facility. Council Members Parigian and Ciraco agreed. Council Members Toly and Dickey thought it was all connected. Council Member Dickey stated they heard the acceptance of this plan hinged on the transportation component and it was key. Council Member Ciraco stated keeping the transportation portion added risk to the Main Street plan because the public might not want the parking facility in that location. Council Member Rubell stated Kimley Horn should not work on the park and ride design. Daenitz stated these were drawings and no money was spent on a park and ride design. Mayor Worel summarized three Council members were not comfortable with having the park and ride design at the open house.

REGULAR MEETING

I. ROLL CALL

Attendee Name	Status
Mayor Nann Worel Council Member Bill Ciraco	Present

Council Member Ryan Dickey Council Member Ed Parigian Council Member Jeremy Rubell Council Member Tana Toly Matt Dias, City Manager Margaret Plane, City Attorney Michelle Kellogg, City Recorder	
None	Excused

II. PRESENTATIONS

1. Consideration to Adopt Resolution 27-2024, a Resolution Proclaiming November 11, 2024, as a Day to Honor Veterans in Park City, Utah:

Michelle Downard, Resident Advocate, and Girl Scouts from Troop 1781 presented this item. Downard noted the ways the businesses around town were honoring veterans. The girls told the Council about their relatives who served in the armed forces and why they liked Veterans' Day. A slide show was presented of Park City staff member veterans.

Mayor Worel opened public input. No comments were given. Mayor Worel closed public input. The Council read the resolution.

Council Member Ciraco moved to adopt Resolution 27-2024, a resolution proclaiming November 11, 2024, as a day to honor veterans in Park City, Utah. Council Member Toly seconded the motion.

RESULT: APPROVED

AYES: Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

2. Arts Council of Park City and Summit County Presentation by Jocelyn Scudder, Executive Director:

Jocelyn Scudder and Jake McIntyre, Arts Council, presented this item. Scudder discussed the Arts and Economic Prosperity Study (AEP6) and reviewed the effort put into gathering the data. She noted art was a way to retain a community's identity and create connections. From the survey, they found \$176.8 million was received in economic activity in 2022 from people attending cultural events. The nonprofits in the County received \$6.6 million in revenue. She reported other statistics gained from this survey and discussed regional comparisons with other cultural hubs in the nation. Scudder stated a takeaway from this was the great benefit of having arts and culture organizations in the County. She hoped the City would invest in arts and culture in the future.

Council Member Ciraco asked what the \$176 million represented. Scudder stated it was direct economic impact. They surveyed nonprofit organizations, and they talked about their spending in the community. Then they conducted 800 intercept surveys to see how much they spent, and found \$132 million was from event attendees and \$34 million was from nonprofits.

III. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments:

Council Member Parigian stated the Recreation Advisory Board (RAB) subcommittee allotted more hours to tennis programming and balanced all the court programming. He felt they did a good job. Council Member Rubell stated there were many activities over Halloween and it was a great time to be in town. He noted the Park City Fire Fighters did not win the chili cookoff. Council Member Ciraco spent time on Main Street for the Halloween event. He spoke with Officer Eves and thanked him for how he handled a situation that went viral. He thanked veterans for their service. Council Member Toly stated ski season would open in two weeks. Mayor Worel reminded veterans they could get free coffee and pastries at the Daily Rise on Veterans' Day.

Staff Communications Reports:

1. Water Sanitary Survey Results:

2. Community Engagement Quarterly Update:

3. Park City Youth Advisory Council:

Ellen Cook, Park City High School student, had the idea to create this council. She stated this would benefit the youth in the community because they would learn and participate in what was happening in the city. Council Member Rubell asked if there was a synergy with the Latinos in Action Club to make sure all types of folks could participate. Linda Jager, Communications Manager, indicated this group was open to students in the middle schools, the high school, and charter schools. Cook stated different students would add to the value of the council. Council Member Toly indicated this council would go to the state legislature during the upcoming legislative session.

4. China Bridge Parking Structure Five-Year Capital Investment Plan:

5. August Sales Tax and September Budget Monitoring Report:

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

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

Nicole Nelmark eComment: "I'm writing to express concerns about city land being used for a dedicated private pickleball facility. There is currently market demand for these services, but this doesn't mean it should come at expense of land owned by the city. Park City is not meant to accommodate every desire year-round, especially for sports that require warm weather. We are a mountain town. Our assets should be used more critically, or open space should be prioritized for wildlife. Demand for more services like these will only grow as we keep building, so sometimes we just have to say 'enough'. The MARC, Ice Arena and Fields all serve *many* sports and activities. A dedicated pickleball facility only serves one. This is not good use of public lands. Further, it was not a priority generally supported by voters in our last municipal election. This is a facility that could be located somewhere else in the county, if at all."

Mayor Worel closed the public input portion of the meeting.

V. CONSIDERATION OF MINUTES

1. Consideration to Approve the City Council Meeting Minutes from October 10 and 24, 2024:

Council Member Dickey moved to approve the City Council meeting minutes from October 10 and 24, 2024. Council Member Rubell seconded the motion.

RESULT: APPROVED

AYES: Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

VI. CONSENT AGENDA

1. Request to Authorize an Agreement to Allow an Enclosed Balcony Over a Public Pedestrian Right-of-Way with Riverhorse on Main, in a Form Approved by the City Attorney's Office:

2. Request to Authorize the City Manager to Execute a Contract with Tech Logic, in a Form Approved by the City Attorney's Office, Not to Exceed \$134,668 for an Automated Materials Handling Machine and Replacement Security Gates for the Library:

Council Member Dickey moved to approve the Consent Agenda. Council Member Toly seconded the motion.

RESULT: APPROVED

AYES: Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

VII. OLD BUSINESS

1. Community Center Project Update and Final Design:

Ken Fisher, Recreation Manager, and Seth Striefel, Sparano + Mooney, presented this item. Fisher reviewed the outreach efforts for this project and noted there was overwhelming support for the project and design. He noted additions to the design in response to feedback he received. Striefel explained the design.

Mayor Worel asked how many food trucks could be parked in the space designated for food trucks, to which Striefel stated one. Council Member Parigian asked if the entry was open or covered, to which Striefel stated open. Council Member Parigian asked if removing that entry would solve the concern that the structure looked too big. Striefel indicated the building was dynamic and people would see elements that would change during the day and throughout the seasons. Council Member Parigian also asked about adding windows to the east side of the building. Striefel stated that side abutted the basketball court so they didn't want windows.

Mayor Worel opened public input. No comments were given. Mayor Worel closed public input.

Council Member Ciraco felt more design could be added to give a nod to the City's mining history. Council Member Rubell agreed and felt the current design was contrary to the historic feel of the community. He also noted the flat roof was to support solar panels. Now that the panels were not being added, he requested a roof compatible with the neighborhood. Mayor Worel asked if public art could help add to the historic feel. Fisher stated the rubber floor of the playground could be designed with art and the back wall of the facility could have a giant mural. He noted the feedback he received was not to make a new building look historic. Striefel stated in the outreach process they heard that the public wanted the building to be compatible, but different than Miners' Hospital. The roof was flat for the future possibility of solar panels. Council Member Rubell asked why additional parking was added, to which Fisher stated they would need that for the expanded use. It was also required by City code. Council Member Dickey thought the building was great. Fisher summarized the current design with some modifications to incorporate some historic features was acceptable to the Council.

2. PC MARC Aquatics Project Update and Final Design:

Ken Fisher, Recreation Manager, and Brent Tippetts, VCBO Architecture, presented this item. Fisher stated the outreach was the same for this project as with the community center. Tippetts indicated there would be two new buildings, a mechanical and equipment room and a lifeguard shack. He explained the features of the new pools.

Tippetts noted a chiller needed to be relocated. It was nearing the end of its life, and he recommended getting a new one instead of installing one twice. A new chiller was estimated at \$200,000. Fisher indicated he hoped the project would be completed by October 1, 2025. He noted the City received a \$200,000 RAP tax grant for the pool.

Mayor Worel asked if the stainless steel pool with PVC was slipperier than a traditional pool, to which Tippetts stated no, and added this pool would have less maintenance and would be more energy efficient. Council Member Rubell asked if there was more risk to have a rock-climbing wall in a pool, to which Tippetts said no. Council Member Ciraco asked if the pool could be recirculated to cool the MARC. Tippetts stated at the time the chiller would run, the pool would not be heated.

Council Member Parigian asked what the new capacity would be for the pool, to which Tate Shaw stated the capacity would be 235 people in the current pool and deck. Council Member Parigian stated there were condos nearby and noise could be an issue. Fisher responded the noise from the tennis court would be reduced because the tennis camps would go on another side. He noted the distance from the water to the property line was 50 feet. Over the years, they had never had a complaint. If they received a complaint, they would work to address it.

Mayor Worel opened public input.

Christine Munro eComment: "As a townhome owner at the Racquet Club Village Condominiums I am writing with a concern regarding the noise implications that the new Recreational Pool will bring to our Racquet Club neighborhood. As an advocate of recreation I have enjoyed the PC MARC facility and all it has to offer since moving to Park City in 2012. I support the expansion of the outdoor facility, but it is plainly obvious due to the relocation, the expansion of the pool size, and the additional programs offered that there will be more noise that will affect the surrounding homes in the neighborhood. For example, water aerobics classes will have the addition of outdoor music as will various other events and classes. We need to work together to come up with a solution that will add to the fun and enjoyment of the new pool without hindering the lifestyle of the Racquet Club Community. As we don't know what the exact effect these changes will have to the current noise levels for both neighbors and other sports being conducted in the area at question, I ask that the council consider include possible noise mitigation strategies in the final Architectural plan. Noise mitigation will need to be considered in the overall plan as it will affect the aesthetics and the function of the MARC outdoor area. The current plan does not consider noise mitigation."

Mayor Worel closed public input.

Fisher stated they were currently working to get the project out to bid.

VIII. NEW BUSINESS

1. Winter Nordic Concessionaire Recap of the 2023-24 Winter Season and Future Agreement Discussion:

Vaughn Robinson, Golf Manager, and Richard Hodges, White Pine Touring Director, presented this item. Hodges stated they were entering their 44th year working with the

1 City on Nordic skiing. He reviewed the discount programs they offered to students,
2 seniors, disabled, veterans, Latinos, and more. Robinson explained the history of the
3 City's partnership with White Pine Touring since 1981. Typically, the City did a five-year
4 lease with a five-year renewal option. They did that because grooming equipment was
5 very expensive. The current lease would end in April 2025. He asked if the Council
6 wanted to renew the lease or issue an RFP. Mayor Worel asked how many visitors
7 received a discount, to which Hodges stated 40% of their guests received discounts.

8
9 Council Member Parigian stated oftentimes when businesses partnered with the City, a
10 discount was offered to 84060 residents. He asked if there was a discount or other
11 benefits for residents. Hodges stated they offered preseason discounts for season
12 passes and mostly locals bought those. Council Member Rubell clarified Council
13 Member Parigian was referring to a formal discount program for 84060 residents for
14 using public property. He asked what could be done for the local community. He also
15 asked about revenue for the City besides track sales. Robinson stated the contract
16 allowed the City to receive 5% of track sales. Council Member Rubell stated for other
17 for-profit companies, a public benefits analysis was done, and he asked why they didn't
18 get that here. Robinson stated it was not in the contract, but it could be discussed in the
19 lease renewal. Council Member Rubell asked if a public benefits analysis would be
20 needed for a lease renewal. Margaret Plane stated a public benefits analysis
21 requirement for a new contract would depend on the terms and noted a public benefits
22 analysis might not have been done in 2019 because it was determined this was fair
23 market value, considering expensive equipment and other operating costs. She
24 recommended the lease be evaluated to see if it was below fair market value, and if so,
25 a full study could be performed and then the item could come back to Council for a
26 public hearing and to discuss it further.

27
28 Council Member Ciraco asked if the new terms could request revenue numbers
29 generated from the pro shop so the analysts could determine if there was fair market
30 value in the lease. Plane stated concessionaire agreements were normally drafted for a
31 percentage of revenues generated. They could look to see if a standard concessionaire
32 should be negotiated. Council Member Ciraco requested the revenues for the pro shop.

33
34 Mayor Worel opened public input.

35
36 Andy Cier 84060 stated a big part of the ski track was on the Ivers farm which was in
37 the county but had a 84060 zip code. White Pine was a great tenant. If there were
38 discounts they should be for city and county residents. He asserted this was a great
39 resource to the community.

40
41 Ted Palomaki 84098 noted Hodges was his boss. This was a gem because it had
42 everything in one location. This was place of winter joy. He loved it when he got to teach
43 Nordic skiers and stated people loved it.

1 Mayor Worel closed public input.

2
3 Council Member Rubell requested the financials to see if a public benefits analysis was
4 needed. He also requested a discount for 84060 residents. He asked for the mitigation
5 efforts listed in the staff report and to bring it in compliance with the hotel MPD. He also
6 wanted teeth in the contract. Council Members Ciraco and Parigian thought the
7 requests made by Council Member Rubell were reasonable and they supported those
8 requests. Council Member Dickey was more focused on the quality of service. This was
9 not big dollars. He wanted to hear about continuity of employees, the Youth Sports
10 Alliance (YSA), and how well the operation served the residents. Council Member Toly
11 asked if there were other options the City could work with White Pine on so there would
12 be more benefit. Robinson stated he looked back at the history of using the golf course
13 for Nordic skiing and some adjustments were made. When there were problems, they
14 were addressed and worked out. He didn't get a lot of complaints from neighbors, but
15 they addressed them as they came. Council Member Ciraco asked if there was
16 snowmaking, to which Robinson stated no. He noted the track was a great benefit to the
17 golf course, because if it wasn't there, there would be skiers all over the grounds.
18 Council Member Parigian felt Nordic skiing was a great asset. Robinson stated he
19 would address whether an analysis would need to be done, and make sure the course
20 was following the hotel MPD and following mitigations. There was Council consensus to
21 get the information and then decide whether to renew the lease or issue an RFP.

22 IX. ADJOURNMENT

23
24
25 With no further business, the meeting was adjourned.

26
27
28

Michelle Kellogg, City Recorder



PARK CITY AND SUMMIT COUNTY JOINT COUNCIL MEETING MINUTES - DRAFT

**445 MARSAC AVENUE
PARK CITY, UTAH 84060**

November 18, 2024

The Councils of Park City and Summit County, Utah, met in open meeting on November 18, 2024, at 9:00 a.m. in the City Council Chambers.

JOINT CITY COUNCIL AND COUNTY COUNCIL MEETING

I. ROLL CALL

Park City Council Attendee Name	Status
Mayor Nann Worel Council Member Bill Ciraco (via Zoom) Council Member Ryan Dickey Council Member Ed Parigian Council Member Jeremy Rubell (via Zoom) Council Member Tana Toly Matt Dias, City Manager Margaret Plane, City Attorney Michelle Kellogg, City Recorder	Present
None	Excused

Summit County Council Attendee Name	Status
Chair Malena Stevens Vice Chair Tonja Hanson Council Member Roger Armstrong Council Member Canice Harte Council Member Chris Robinson (via Zoom) Shane Scott, County Manager Eve Furse, County Clerk	Present
None	Excused

Mayor Worel announced that the Park City Attorney, Margaret Plane, was recognized by the Utah Bar Association as Attorney of the Year.

Chair Stevens thanked both Councils for their efforts at collaborating on different projects and she thought it would be beneficial, especially as the Olympics were approaching to continue this relationship of collaboration. Mayor Worel stated this was the last joint meeting with Chair Stevens as a County Council member and she appreciated all the work Chair Stevens put into her assignments.

II. DISCUSSION ITEMS

1. Bus Rapid Transit Project Update by Caroline Rodriguez, High Valley Transit (HVT) Executive Director:

Caroline Rodriguez and Gabe Shields, HVT, presented this item. Rodriguez reviewed the history of HVT and noted it began in 2021. She indicated the most efficient Transit mode was the fixed route on SR224. The bus rapid transit (BRT) project began in 2016, and construction would begin in 2025.

Shields explained the BRT would be on both sides of SR224 in dedicated lanes from Kimball Junction to Kearns Boulevard. This lane would accommodate all routes from HVT, Park City Transit, and school buses. He reviewed the benefits of having BRT, including traffic mitigation from estimated traffic growth, and benefits related to the economy, environment, and quality of life. Shields explained they met regularly with a stakeholder group.

Shields discussed the project cost and indicated it was estimated at approximately \$100 million. They had grant funding in the amount of \$64 million. Rodriguez stated there was no other time in the history of City/County Transit when the Councils and the transportation team had the opportunity to make such an impact in mitigating transportation conditions. In response to a question on the terminus of the BRT line, Rodriguez stated there were various studies made to determine the best place, which would be the Old Town Transit Center.

Toly asked how the BRT stops were chosen, to which Rodriguez indicated those were based on ridership and access data. Mayor Worel asked about parking for the BRT ridership. Rodriguez stated the County was working on parking solutions, but she hoped riders could start their trip without a vehicle. Council Member Harte indicated the County Council looked at parking beyond the immediate area and was working with UDOT to solve the parking problem in Salt Lake.

Council Member Parigian asked how UDOT would narrow SR224 from 115 feet to 96 feet in width. Shields stated the median, all-purpose lanes, and shoulders could be narrowed. Council Member Robinson asked if the reduced area would be sufficient. Shields stated he discussed this with UDOT and they looked at best practices with transit lanes in other areas, including Utah County. They felt confident the lanes were good. Council Member Parigian didn't understand the need for a Thaynes stop since that was at the end of the line. Shields stated the studies recommended that stop. Council Member Parigian asked what it would accomplish. Chair Stevens stated

1 enhancing the BRT areas was a common practice. Toly noted there were 100 children
2 that would use that stop for cross-country ski lessons. Council Member Harte asserted
3 BRT promoted ridership because of the 10-minute frequency.

4
5 Council Member Ciraco indicated Thaynes was not a neighborhood set up for transit.
6 He felt the bulk of the benefit of BRT was from Kimball Junction to The Canyons Resort.
7 He had the same concerns as Council Member Parigian about signal jumping backing
8 up traffic. He thought the \$20 million request to construct the project should be looked at
9 and he hoped to see a cost breakdown to justify that. Rodriguez stated that was a
10 worst-case scenario request. They were working to lower the cost and they didn't want
11 Park City to have an unfair burden. She added the direct benefit of BRT was that most
12 riders would go to Park City and get off at Fresh Market. Council Member Ciraco
13 thought the Thaynes stop could hurt the BRT route. He asked if there was potential to
14 have a future Canyons BRT stop be on SR224.

15
16 Council Member Robinson asked if the City Council had problems with the BRT design,
17 did they get a benefit, and what Park City would be asked to pay. He thought the
18 reduced width on SR224 would decrease the cost. He wanted to discuss if Park City
19 was against BRT and if they didn't want it in the City limits. Council Member Rubell
20 didn't know if the BRT would address the City's traffic problems. He didn't think it would
21 add value since most of the rides didn't go past the white barn. He thought the
22 technology might be a benefit. He requested an overlay map to see what the impact
23 would be to the trails and entry corridor.

24
25 Council Member Ciraco wanted to see metrics on the impact that would actually
26 mitigate traffic in the City. He noted when this was discussed in 2016 there was no Main
27 Street Area Plan. He wanted to see analytics that would show what changed in the
28 project to change the amount requested from \$6 million to \$20 million and noted the
29 project cost doubled but the contribution request tripled. Rodriguez stated she was
30 asked to give a worst-case number. They were working to lower the project cost and
31 they would not ask for an unfair burden on the City.

32
33 Council Member Armstrong expressed frustration with some members of the City
34 Council on this project. Council Member Rubell stated City staff looked at this project
35 and they saw benefits but questioned the road width. The City didn't want to do its own
36 thing, but he wanted to collaborate and look at the project collectively to see the value to
37 the City. He noted when the project began, they were told the request was \$6 million.
38 Chair Stevens asked if the City Council was in favor of BRT going from transit center to
39 transit center if the request was still \$6 million. Council Member Harte felt the underlying
40 resistance was for a BRT. Council Member Rubell stated they wanted to see the value
41 for the money spent. Value included what the community would think if the BRT
42 impacted the trails.

43
44 Council Member Toly noted Council Members Rubell and Ciraco were concerned with
45 the impacts to the residents, but she asserted this would benefit the City's workforce

1 and day skiers. Council Member Rubell stated the workforce was included in the study.
2 Chair Stevens stated these projects took years and many Councils had been involved.
3 The challenge was the current Council and staff were now saying they had concerns
4 about the project. She asserted the City and County were increasingly dependent on
5 each other. If this project was cancelled, relationships with the state and federal
6 government would be damaged. Small projects could be done but nothing big would
7 happen for another 10 years. Council Member Parigian stated he was for a BRT in
8 some form, but he was still looking at the information.

9
10 Council Member Robinson was excused at 10:00 a.m.

11
12 Council Member Dickey supported the BRT and stated they already had \$6 million
13 budgeted. If the cost went up, he wanted to discuss value engineering and other
14 options. He hoped to see City staff working on cost solutions. After some discussion
15 Mayor Worel indicated the City Council would work to give the County an answer. She
16 supported moving forward and asserted she did not want to jeopardize all the
17 relationships involved in this project. She knew there were questions that needed to be
18 answered, but she favored the BRT. Council Member Toly asked if contributions had
19 been requested from the school district and resorts. She wanted to see City staff
20 working with HVT, and wanted to know about The City's contribution to the third quarter
21 tax revenue, and how a 50% tax revenue contribution figured in the City's portion of the
22 project cost. Rodriguez stated the resorts would argue they brought in the sales taxes
23 and that was their contribution. Regarding staff involvement, they had invited the City
24 staff to everything since the beginning and they were equal partners.

25
26 Shields explained he met biweekly with City staff and they were already engaging.
27 Council Member Rubell asked for a commitment from HVT to incorporate the feedback
28 from staff to make it the best project for everyone. Mayor Worel stated there was overall
29 support from the City Council, and she would put this on an upcoming City Council
30 agenda to discuss further.

31
32 Council Member Armstrong noted HVT was an independent entity, but some of the
33 County Council members sat on the board. Council Member Rubell asked if staff's input
34 could be incorporated into the project, to which Rodriguez affirmed and stated there
35 were some exceptions. She indicated she could work on getting a not-to-exceed cost for
36 the City and stated they were working on getting additional grant funds. Shields stated
37 the proposals were due Wednesday. Then their first task would be to look at the first
38 30% of the project and come up with a cost for that. In May, they would give a cost
39 estimate for 60% of the project and that would be more accurate. Rodriguez stated the
40 HVT team was also looking at additional grants for the projects. She requested a firm
41 verbal commitment from City Council that they were committed to the project, and they
42 would continue to direct staff to work with HVT to move the project forward. This
43 commitment would be solidified with a memorandum of understanding (MOU). Council
44 Member Parigian committed to \$6 million. The other City Council members from both

Councils gave a verbal commitment of support. Rodriguez indicated she would draft the MOU.

III. ADJOURNMENT

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder



PARK CITY COUNCIL MEETING MINUTES - DRAFT

**445 MARSAC AVENUE
PARK CITY, UTAH 84060**

November 21, 2024

The Council of Park City, Summit County, Utah, met in open meeting on November 21, 2024, at 3:45 p.m. in the City Council Chambers.

Council Member Ciraco moved to close the meeting to discuss property at 3:46 p.m. Council Member Toly seconded the motion.

RESULT: APPROVED

AYES: Council Members Ciraco, Dickey, Parigian, and Toly

EXCUSED: Council Member Rubell

Council Member Rubell arrived via Zoom at 3:48 p.m.

CLOSED SESSION

Council Member Toly moved to adjourn from Closed Meeting at 4:50 p.m. Council Member Dickey seconded the motion.

RESULT: APPROVED

AYES: Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

WORK SESSION

Discuss Transit Pilot Projects & Transit App Updates:

Hannah Pack and Tim Sanderson, Transportation Department, presented this item. Pack indicated in Park City Forward, the City's long-term transportation plan, there was a goal to analyze disruptive ideas for feasibility. They recently studied a vanpool pilot program, a taxi reimbursement pilot program, storage lockers at the Old Town Transit Center (OTTC), and transitioning to a different transit app.

Vanpool Pilot Program:

Pack proposed partnering with Commute with Enterprise, who had been in business for many years. They offered flexible leasing options to meet demand in different seasons. There was a mandatory subsidy by employers using the program and the Transit Department proposed offering a \$750 subsidy per month per vehicle with a cap of \$80,000 per year.

1 Taxi Reimbursement Pilot:

2 Sanderson explained this idea was planned for areas not suitable for fixed route transit
3 services. The City would reimburse riders \$10 per ride up to \$80,000 per year for using
4 a local taxi service.

5
6 Storage Lockers and Transit App:

7 Pack stated storage lockers were placed in the OTTC and would be rented for \$1 per
8 hour or \$10 per day maximum, if approved. She also explained the new Transit app that
9 was launched in April and stated it integrated with UDOT and High Valley Transit. She
10 related the features of the app.

11
12 Sanderson stated funding for these programs could be from the money budgeted for the
13 microtransit service, which was terminated.

14
15 Council Member Toly asked if the 664 households that would qualify for taxi
16 reimbursement included all households or was that the number of primary resident
17 households. Pack indicated there were 224 primary resident households. Council
18 Member Toly asked if the storage lockers would be cleaned out at night or if renters
19 would be charged daily, to which Pack stated either was an option. Council Member Toly
20 asked if the transit app could get people to downtown Salt Lake City to the Trax service,
21 to which Pack affirmed. Council Member Toly asked if they talked to other businesses in
22 town about the vanpool pilot, and asked if it could be incorporated for the small
23 businesses. Pack indicated she met with HPCA and the resorts and there was interest.
24 Many of them already used the UTA option but the trip had to begin and end in Salt
25 Lake County, so those riders would be ineligible for this program. Council Member Toly
26 asked if that could be done at City hall, to which Pack affirmed.

27
28 Council Member Ciraco stated he supported the vanpool program and favored putting
29 more money to that program and less money to the taxi reimbursement program. Pack
30 explained the process of billing for the vans. She stated the employees would drive the
31 vans. Council Member Ciraco asked if multiple businesses could use the same van, to
32 which Pack thought it was possible as long as the employer was willing to allow non-
33 employees to use it since they were subsidizing the van. Council Member Ciraco hoped
34 the seats could be maximized by sharing the van between multiple employers. He also
35 asserted the storage locker program was a great idea and suggested putting them at
36 various places around town.

37
38 Council Member Rubell asked how they would ensure this vanpool would not
39 cannibalize the UTA vanpool. Pack stated the UTA vanpool was only for Salt Lake City
40 riders, and this would target Summit and Wasatch Counties, so there was no overlap,
41 unless there was a request for service for all City employees. Council Member Rubell
42 referred to the local taxi program and asked if they would be metered, to which
43 Sanderson stated they could do that, and noted there needed to be some way to
44 determine the integrity of the program.

Council Member Parigian stated a subsidy for a roundtrip on the vanpool would be \$6 per rider. He suggested grouping riders according to their city of residence. He also thought a taxi reimbursement could be complicated. Pack explained the user would pay the taxi driver and then request reimbursement from City Hall. Council Member Parigian asked what the administrative cost would be to run the program. Pack stated they proposed an \$80,000 cap so the pilot would end after that, and people would not be reimbursed. Council Member Parigian suggested renting the lockers by the month. He asked if the City owned the lockers, to which Pack affirmed, but noted they did not own the software associated with the lockers. Regarding the Transit app, Council Member Parigian felt it was not intuitive for riders like him.

Council Member Dickey was glad the City was trying different programs. He liked the vanpool, lockers, and transit app. He was willing to try the taxi reimbursement program but he thought there would be a lot of administrative costs and he didn't think it would get much traction. Mayor Worel asked if the app was bilingual, to which Pack affirmed. Council Member Dickey suggesting adding Uber and Lyft as well as taxis for the taxi program. He was fine with anyone using the taxi program, not just primary residents. Mayor Worel supported the taxi program but did not favor using Uber and Lyft. She wondered about capacity that taxis could handle because they were losing drivers to Uber and Lyft. She suggested talking with the taxi companies to see if they could handle it. She supported the lockers and vanpool programs.

Council Member Toly stated she supported putting more money into the vanpool program if it was successful. She thought there were still questions about the taxi program that needed to be worked out. Pack summarized the vanpool pilot was supported at the current proposed subsidy and locker prices were supported as well.

REGULAR MEETING

I. ROLL CALL

Attendee Name	Status
Mayor Nann Worel Council Member Bill Ciraco Council Member Ryan Dickey Council Member Ed Parigian Council Member Jeremy Rubell (via Zoom) Council Member Tana Toly Sarah Pearce, Deputy City Manager Margaret Plane, City Attorney Michelle Kellogg, City Recorder	Present
None	Excused

Mayor Worel announced Deer Valley Resort had requested that their item be removed from tonight's agenda.

II. PRESENTATIONS

1. Consideration to Adopt Resolution 28-2024, a Resolution Declaring November 30, 2024, as "Small Business Saturday" in Park City, Utah:

Chris Eggleton, Economic Development and Housing Director, invited Ginger Wicks and Monte Coates, Historic Park City Alliance (HPCA), to comment on this resolution. Wicks thanked the Council for promoting Small Business Saturday by passing a resolution. She asserted there would be many activities along Main Street including the Trolley, lighting Christmas lights, and other activities. There would also be a holiday winter contest beginning that Saturday and it would run until December 14. Coates stated small businesses were the fabric of the community and he thanked the Council.

Mayor Worel opened public input. No comments were given. Mayor Worel closed public input.

Council Member Dickey moved to adopt Resolution 28-2024, a resolution declaring November 30, 2024, as "Small Business Saturday" in Park City, Utah. Council Member Toly seconded the motion.

RESULT: APPROVED

AYES: Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

III. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments:

Council Member Parigian stated he was liaison to the Library Board and indicated the library received the Quality Library Award. Council Member Toly announced Margaret Plane was awarded Attorney of the Year by the Utah Bar Association. She went to a police simulator training and indicated nobody could understand the stress that the police officers endure in certain situations. Michelle Downard and several other staff members attended this event as well and Downard stated the simulator was an opportunity to use de-escalation skills. Penny Frates added the training helped develop skills interacting with other people. Johnny Wasden indicated it was a fun but sobering experience, and he appreciated the police. Lt. Rob McKinney stated this exercise was done by officers on a regular basis and it helped the police prepare for various situations. Chief Carpenter indicated mental health issues were real, and it was good to see normal reactions versus abnormal reactions. Mayor Worel indicated she participated a few years ago and she appreciated the police and all they dealt with.

Mayor Worel stated the City received a Municipal Equality Index (MEI) score which determined how inclusive the City was. This year the score was 85, which was the

second highest in the state. Open houses for the Main Street Area Plan were held last week and they were well attended. She stated Appeal Panel member Esteban Nunez was moving so applications were being accepted for the open seat. She asked if the Council supported staff engaging appeal authorities for their feedback that would frame a future work session discussion on options for appeal panels. Margaret Plane, City Attorney, explained they would brief the Council on options for the Appeal Panel, if the Council supported that discussion. They could also reach out to the current members of the Appeal Panel to see how it was working for them. The Council agreed to the discussion.

Staff Communications Reports:

1. PC MARC Facility Winter Hours Update:

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

Mayor Worel opened the meeting for any who wished to speak or submit comments on items not on the agenda. See the attached public comments regarding the Deer Valley Community Redevelopment Agency (CRA) item which was removed from the agenda. No other comments were given.

Mayor Worel closed the public input portion of the meeting.

V. CONSENT AGENDA

1. Request to Authorize the City Manager to Execute a Design Professional Services Agreement with Kimley-Horn & Associates, in a Form Approved by the City Attorney's Office, Not to Exceed \$2,700,000 for the Bus Stop Improvement Project Phases 2 and 3:

Council Member Parigian indicated the pictures of bus stops in the packet were all the same design, and he asked if some of the bus stops would be tailored according to the neighborhoods. Steven Dennis, Capital Projects Manager, stated an RFP was out for art designs through the Public Art Advisory Board (PAAB). When that RFP was awarded, the designs would be installed at the stops, but that was a separate project. Since the bus stop improvements were federally funded, artistic designs could not be part of the project. The stops were considered for functionality only. Council Member Parigian noted this project was discussed previously and he brought up the need for location specific designs. He indicated the bus stop at the library was in the shape of a book and he liked those unique designs. Dennis stated things like murals would be added to the installations.

Council Member Rubell asked if the PAAB could be consulted to add art to the bus stop installations. Dennis stated there were specific requirements on what could be done to

the bus stops since they were constructed with federal funds. Pearce stated the PAAB had currently issued an RFP for these stops.

Council Member Parigian moved to remove Item One from the Consent Agenda for further discussion. Council Member Toly seconded the motion.

RESULT: APPROVED

AYES: Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

Council Member Parigian wanted to make the town interesting by making each neighborhood its own. He didn't want boring bus stops and thought unique bus stops added community flavor. Council Member Ciraco stated the City received a grant to redo bus stops all over the City, up to 72 stops. He explained that grant money could not be used for artistic stops because it was harder for UDOT to review and approve. Dennis stated they could identify certain stops where unique features were desired, and those bus shelters could be locally funded. Council Member Rubell asked if a book sculpture could be added to the top of the structure, to which Dennis affirmed. He noted there were 150 stops and half were being redone. Council Member Toly stated the PAAB was creative, and she was excited to see what artistic additions they would come up with.

Julia Collins added there were neighborhood liaisons for the Park Meadows and Thaynes areas specifically for this project. They contributed to the design and functionality of the stops and they specifically requested no trashcans because they wanted the space reserved for bike racks. They could give their input on artistic features as well.

Council Member Parigian asked if the shelters could be installed in different colors to which Dennis affirmed. John Robertson, City Engineer, indicated they had to take into consideration the maintenance of the shelters as different colors were discussed. More changes made to the shelters would increase the cost of maintenance. Council Member Toly asked why none of the shelters were enclosed. Dennis indicated enclosures limited ADA accessibility. Council Member Parigian asked if stops would have route tracking signs and lights. Dennis replied most would not, but the most used stops would. Council Member Parigian suggested dimming the lights.

Council Member Dickey moved to authorize the City Manager to execute a design professional services agreement with Kimley-Horn & Associates, in a form approved by the City Attorney's Office, not to exceed \$2,700,000 for the Bus Stop Improvement Project Phases 2 and 3. Council Member Toly seconded the motion.

RESULT: APPROVED

AYES: Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

2. Request to Authorize the City Manager to Execute a Contract Extension in a Form Approved by the City Attorney's Office with Avail Technologies, Inc. for Support of our Transit ITS ("Intelligent Transportation System"), Not to Exceed \$105,671.11:

3. Request to Approve the Updated Utility Agreement with Rocky Mountain Power and the Community Renewable Energy Agency:

4. Request to Approve the 2025 Park Silly Sunday Market Event Dates per the Current City Services Agreement:

Council Member Toly moved to approved Consent Agenda Items Two, Three, and Four.
Council Member Ciraco seconded the motion.

RESULT: APPROVED

AYES: Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

Council Member Dickey moved to close the meeting to discuss property at 6:26 p.m.
Council Member Ciraco seconded the motion.

RESULT: APPROVED

AYES: Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

CLOSED SESSION

Council Member Dickey moved to adjourn from Closed Meeting at 6:48 p.m. Council Member Ciraco seconded the motion.

RESULT: APPROVED

AYES: Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

VII. ADJOURNMENT

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder

November 21, 2024 City Council Meeting Public Comments
Re: Deer Valley PID and CRA Proposal

Rob and Melanie Funsten eComment: "We are Park City property tax payers and home owners at Bolder Creek in lower Deer Valley. We ask that you reject Deer Valley Resort's request to create a CRA Project Area at Snow Park. Deer Valley is asking the City Council to create a project area for Snow Park so they can redirect money away from our schools, city, county, fire and water districts to help pay for the redevelopment of the Snow Park Base. Per Deer Valley, the new development is going to generate \$115 million in revenue for Park City over the next 25 years. If the development generates this much funding, Deer Valley does not need the City Council to create a CRA. Taxpayers should not be paying for the development of Snow Park Base or any asset that is owned by a private equity firm and is not a public asset. Vote "no" to creation of CRA Project Area at Snow Park."

Sean Kelleher eComment: "I just took a read of Alterra/KSL's CRA Project Area deck for the next City Council meeting, and have to say that I'm shocked at their request. This is truly an audacious money grab by a very financially strong investor that claims to be our "partner". The word partner gets tossed around pretty easily in the private equity ("PE") world. After all, while Alterra owns Deer Valley, Alterra is owned by a PE fund. The investors in that fund are large institutional investors, known as limited partners, but the fund is really controlled by KSL Capital Partners, which is the general partner (lots of "partners"...). KSL is a large and extraordinarily successful private equity firm, having raised equity, debt, and financing facilities over the past few years in excess of \$10 billion. KSL has consistently earned attractive returns for their limited partners (which is, of course, the only objective of a private equity manager). Kudos to KSL; they know how to squeeze every penny out of their investments and sell when the time is right. But they do need to sell because every PE fund has a finite life, usually 10-12 years. That means that, when KSL has finished squeezing Deer Valley (and Park City), they will sell. That's not a maybe, that's as sure as the sun rising. My guess: KSL will sell within a year of the 2034 Olympics, just as the hype - and price - is at a max. There goes my partner, riding off into the sunset... I also trust that City Council is aware that KSL had to extend their ownership of Deer Valley by using what is known as a continuation fund. Continuation funds are used by PE fund general partners when they have an asset in a maturing fund but the asset hasn't quite yet produced the returns they hoped for (or maybe they just can sell it at an attractive profit). KSL raised \$3 billion for that fund, and the only asset is Alterra. Also this year, KSL raised a \$1.8 billion debt facility for Alterra. That's a lot of \$\$\$ for Alterra, so this is not a company that lacks access to capital. But the fact that they needed to use a continuation fund is a sign of weakness, and means that KSL will be using every trick in the financial playbook to maximize value on the Alterra assets and keep their limited (& true) partners happy. Given the scale of the financial resources of KSL, I'm hard-pressed to understand how PCMC would ever consider granting KSL a CRA Project Area. Their (make believe) financing problems should not be PCMC's concern. Regardless of what their presentation materials say, this isn't a public-private partnership, this is KSL squeezing Park City so they can flip Deer Valley/Alterra to another investor (Chinese billionaire? Saudi prince? who

knows...) in a few years. As a full-time resident of Park City, I'm perfectly happy with Deer Valley as it is. All of this development doesn't benefit me; it benefits a far-away private equity firm that cares little for locals and is focused solely on the condos they can sell, rents they can charge, and tourists they can bring in. Meanwhile, for the next ten years, as a full-time Old Town resident every time I try to make a left from Rossie Hill Drive onto Deer Valley Drive I'll be ducking dump & cement trucks, tractors, and backhoes....they've already torn up the mountain biking & hiking trails at Snow Park...let's not even discuss lift ticket prices...so you might say I'm confused as to how all of this benefits me... But, if for reasons I can't understand, if PCMC does engage with KSL on the CRA, you should require:

- that KSL provide PCMC with all of the relevant financial information and projections, marketing materials, and offering memorandums for the Alterra Continuation Fund and 2024 debt financing facility, as well as all future fund documents (annual reports, audited financials). You can be sure that financial projections for the Deer Valley development were in the marketing materials for that fund and financing facility; it would be very telling to see what they were telling investors as to those plans, and we certainly would like to know when the fund matures.
- a list of the limited partners in the Alterra Continuation Fund; after all, if we're partners, like Alterra says, shouldn't we know who we're partnering with?
- Audited financials on Alterra and Deer Valley for the past 5 years, so we can see if they really need the cashflow from a CRA
- that KSL provide Park City with a piece of the equity in Deer Valley! After all, if this is a public-private partnership with the citizens of Park City, like their deck says, where's my dollars, partner??? Remember, you're dealing with KSL, not Alterra...and PCMC will never be their partners..."

William Watson eComment: "Your Letter of Intent with DVR, from the end of last year, allows for 1,971 parking spaces at the new Snow Park garage. 1,360 for day skiers and 611 for hotel etc. The concept was the 611 would be somewhat of a different commuting schedule. The details that DVR is now presenting is a significant number of the 611 or almost 1/3 will be a ski club. These are day skiers and should be included in the 1,360. I assume the future members are currently skiing DV and have been parking in the current lots. I believe this club is not in keeping with intent of the agreement you entered into last year."

Meredith Berkowitz eComment: "I am new to the concept of a CRA Project area, but from what I understand, Deer Valley is not only proposing to keep only for itself 100% the profits it will surely generate from the redevelopment (commercial development, hotels, skier services, etc.), but 80% of all tax revenue resulting from the increase in property values in Summit County for the next 25 years, which also includes 80% of the tax revenue the development would otherwise generate for the county (which could have been a significant benefit to the community to offset what have been rising property taxes that have doubled since COVID). This seems like an outrageous money grab, and the antithesis of the lip service Deer Valley (and Alterra) have been paying to being a "good" community partner. As a corporate lawyer who knows a thing or two about hedge funds and returns, for the following reasons, I vehemently oppose the proposal and ask that you deny the request: 1) Deer Valley is, in essence, asking Summit County residents to pay for the entirety of the project and then some (well

beyond any public infrastructure benefit they are providing). If granted, our property taxes would become a guarantee on a return on investment and a profit center for Alterra's private investors, and our community should not be the guarantor. As a private fund, Alterra's investors should bear the entire risk/reward of the project. They are proposing what is in essence a success fee - both hedging against the risk if it flops and, if successful, seeking to be rewarded and rewarded handsomely. 2) Even on the public infrastructure improvements, Deer Valley has asserted (and marketed) at several public hearings on the road vacation that they were doing it on their dime, as a "good partner," at no cost to the city. Well, that isn't exactly true now, is it? With this latest proposal, Deer Valley is effectively backdooring having the community pay for it after all. 3) A grab for such a large chunk of all tax revenue resulting from the increase in property values in Summit County for the next 25 years carries an inherent assumption that Deer Valley believes it will be responsible for the increase in values and should be compensated for it. I beg to differ. Property values have already been steadily increasing even without this project since COVID. As we saw with the 2002 Olympics, the upcoming Olympics are far more likely to contribute to any bump in property values. Deer Valley will also benefit from the Olympic bump, on increased occupancy and skier services before, during and after. Getting the Snow Park project done now, in the run up to the Olympics, only amplifies the benefits to Deer Valley. 4) By proposing to grab 80% of the tax revenue from increased property values, Deer Valley effectively is rebating to itself a good chunk of the taxes they would have to pay on their own property value increase, dealing another blow to our tax revenue base for vital services. This windfall to Deer Valley, and really to Alterra and its private investors, would come at a huge cost to the county, denying the county the extra revenue that comes with an increase in property values, while residents would still have to foot the bill of what are likely increases in cost of vital services covered by this tax revenue base over the next 25 years."

Deanna Sharp eComment: "I own property at 1955 Deer Valley Dr. N. in Park City. I am asking that you not approve Deer Valley's request for the creation of a CRA project area at Snow Park at the 11/21/24 City Council Meeting. A CRA project area is not part of the Private Public Partnership (PPP) Agreement or LOI with the City for the ROW vacation of 2.62 acres of Deer Valley Drive. This is a huge additional ask which is completely detrimental to our community. A CRA project area at Snow Park would solely benefit Deer Valley. As a CRA Project Area, Snow Park would receive a percentage of the tax revenue resulting from property value increases in Summit County for the next 25 years. Deer Valley is requesting 80% of this revenue. This revenue would be redirected away from Summit County, Park City Municipal, Weber Basin Water Conservancy District, Park City School District, and Park City Fire Service District. Deer Valley says that without these funds, there will be a shortfall of \$40 million in terms of financing for the new Snow Park development. Deer Valley further asserts that this \$40 million is for public benefit including the transit center and parking garage. Deer Valley will generate revenue from paid parking in the parking garage - people using the garage will be visiting the resort. The transit center is for guests of the resort. Further, the transit center is part of the LOI and was included as "good cause" for the ROW vacation. Per Deer Valley, the new Snow Park development will generate \$115 million in

revenue for Park City over the next 25 years. If the development generates this much funding, Deer Valley does not need City Council to create a CRA. Taxpayers should not pay for the development of Snow Park Base or for any asset that is owned by a private equity firm and that is not a public asset. Please do not approve Deer Valley's request for the creation of a CRA project area at Snow Park. All property tax revenue generated by increases in Summit County property values should directly benefit the public, not a private equity firm."

John Kingry eComment: "I am a resident of The Oaks in Lower Deer Valley at 3695 Oakwood Dr. I have owned the property since 2016 and lived as a full-time resident since 2019 with my wife Gretchen and now three young boys. I fully oppose the CRA for Snowpark. This development provides no benefit to my family from existing Deer Valley operations and is fully a benefit to Alterra and tourists. There is going to be a massive construction headache near my home and now they want to take any tax dollar benefit Park City gets in the coming years for the pleasure of filling their coffers. Park City has already made concessions to them, and I would rather see the project die than give any community money to this operation. If nothing else, Park City should get a minority interest in the property with cash distributions to provide benefit to the community for the increased development for the benefit of non-residents."

Gretchen Kingry eComment: "My family has been residents at 3695 Oakwood Drive, Park City, UT 84060 since 2016. I find it EXTREMELY disheartening that we are even considering a Community Redevelopment Area (CRA) for Snow Park. Our tax dollars should be spent on benefiting the FULL-TIME community. I understand we are a tourist community but if we did not have the full time residents our community would not function. Deer Valley is private equity backed. If they want to do a major development they should find the funds to do so. We should be using our tax dollars to insure our next generation has the ability to be prosperous in this community. I oppose ANY use of taxpayer dollars for any part of the Snow Park redevelopment."

Steven Schwarz eComment: "We live at 3634 Oak Wood Court, Park City. I am writing to let you know my strong opposition to the proposal to form a CRA that is being heard by the City Council that would divert tax funds from the schools, fire, etc. and go to Deer Valley/Alterra."

Allison Druyanoff eComment: "I am writing this email to state my OPPOSITION to the formation of a Community Redevelopment Area (CRA) for Snow Park. Please make my comments part of the Public Record. I reside at 3375 Sun Ridge Drive in Park City. We have owned the home for almost 30 years."

Tony Ecock eComment: "I have owned multiple properties in Park City for 20 years. I was recently informed of the proposed deal between Park City and Alterra/KSL regarding long term tax benefits Alterra would receive. I am late to the party but frankly stunned by what I am learning. I have 3 simple questions: Why does Park City government continue to pursue what seems like unlimited growth over the reasonable concerns of its residents ...when it is so obvious that the town is already way beyond

capacity with regard to physical infrastructure, service worker population and amenities? Relatedly, why does Park City government pursue development that would seem to only benefit the minority of residents who are the business owners and developers at the expense of the rest of the population? Why in the world would Park City government give more than the fair share of tax benefits to a private business Alterra the growth of which will only exacerbate the quality of life issues for its residents? It is so obvious to anyone who has lived in Park City that the town is already way beyond capacity that there can only be one answer and that is. Any government that would do this must be either composed of or representing the interests of the minority of people who benefit economically from these arrangements at the expense of the majority of residents. Everyone who spends time in Park City between December and April knows how difficult day to day life has become. Try to get from either highway to town on either road between 7 and 9am...this seems especially intractable given geography. Try to get from Deer Valley down the Mine Rd to town between 3 and 6pm. Try to go grocery shopping between 3 and 6PM. Ask business owners about the difficulty and cost of attracting/ maintaining staff. Try to park to go skiing at one of the resorts. Try to enjoy a night out on Main street without feeling stressed out trying to find a parking space, packed in like sardines or violated when the bill comes. This is a simple issue of peak demand far exceeding capacity that will be magnified by further development that increases that peak demand without a sufficiently corresponding improvement in capacity or infrastructure. Why in a million years would you give a TAX BREAK to a private entity that will only make these issues worse? When instead you should be taxing the heck out of them and using that ONCE IN FOREVER money stream to address some of these extremely difficult issues like traffic, infrastructure and amenities proportionate to the extra people they will bring in. It seems like the exact opposite of what anyone would logically do. My understanding is that you have already given Alterra/KSL enough to make this an attractive investment...instead of just adding to their returns you should propose taxing Alterra and anyone else involved to the point just where they might not do it! You can always back off and tax them less if they balk. But once you make this sweetheart deal you can't tax them more and I'm not aware of another potential revenue stream on the horizon that could address these issues. Negotiation 101. At the margin the cost of growth to the residents is the highest, so the taxes on that incremental development should be higher not lower. The first business in the town should pay the least to get things going while the last business that overwhelms everything should pay the most. Not the other way around. The bottom line is: do you want Park City to be a great place to visit for non-residents who don't pay taxes and whom you don't represent, or a great place to live for the residents who do pay taxes and whom you are responsible for representing? This seems like a once in a lifetime chance to change the balance of the equation and finally get what the town needs to fix its issues. I hope you will do the right thing."

Bruce and Sue Sakashita eComment: "As full-time residents of Park City, we strongly oppose the proposal to divert future tax revenues away from the Summit County operations that benefit the entire community to a private for-profit entity to expand Snow Park."

Robert Small eComment: "Regarding the request for Public Financing Partnership. We do believe that this development is needed. BUT, if it does not make sense on its own merits, then it must be re calculated. To consider asking taxpayers to put up more money beyond the recent bloated property evaluations resulting in increased property taxes is not acceptable. We can only imagine what Summit County will come up with increases in the next 5 to 10 years. In addition, the idea that Deer Valley cannot make it on its own with lift tickets exceeding \$300 per day, In 5 years it might be \$500/day. We think you have to rethink your business model."

David Live eComment: "At a recent Planning Commission meeting on the Snow Park development project, one of the commissioners asked about the financing of the project, since the nature of the financing could impact the timing of the project, which was a central aspect of the mitigation plan that Deer Valley discussed at the November 13 Planning Commission meeting. The pending request to the City Council for the Community Reinvestment Agency that will tap into tax revenues to subsidize part of Deer Valley's plan seems to be the first response to this. Deer Valley's position now, as indicated on slide 25 of their proposed presentation at the upcoming Council meeting, is that in order to accomplish the plan that they have submitted, they need public (taxpayer) funds. With this new demand, apparently coming out of nowhere, the question arises as to how realistic their plan is altogether. It is probably true that a completed Snow Park development will generate additional tax revenue, but this is true of business expansions in general, and other businesses do not generally get such breaks. The transit hub Deer Valley proposes to build, for which it appears the new request is targeted, will likely be used more by people who are not Park City taxpayers, than those who are. The function of this facility is to provide an improved arrival experience for Deer Valley patrons, this is in contrast with something like the Old Town transit center that benefits the public at large. Park City will also incur costs associated with this overall project which so far have not been discussed. For instance, there are likely to be many 100s if not 1000s of concrete deliveries required over the course of construction. These heavy trucks cause significant wear on streets, whose maintenance will have to be absorbed by Park City. It is my understanding that in Utah an individual's real estate tax levy is based on the total expenses budgeted by entities funded with real estate tax revenues, proportionally divided among the parcels in the relevant jurisdiction. The mechanism that Deer Valley is proposing will increase these total expenses, and therefore will amount to a tax increase on Park City taxpayers. The Council should oppose Deer Valley's CRA request."

Kevin O'Connor eComment: "We have just been made aware of the upcoming City Council meeting in which the topic of Deer Valley's (Alterra's) request to create a CRA Project Area in Snow Park will be discussed. Our strong hope is that a message will be sent to Alterra that their request is totally unreasonable given the fact that tax dollars would be utilized to solely benefit Deer Valley. Effectively, as we understand it, Deer Valley is asking the City Council to create a CRA project area for Snow Park so that money can be redirected away from schools, city, county, fire & water districts to help them pay for the redevelopment of the Snow Park base. We own two homes in Park City and have already incurred substantial increases in Real Estate taxes over the past

few years. Taxpayers should NOT be paying for development of Snow Park base or any asset that is owned by a private firm, even though we're sure that Alterra will argue that the transit center is for the public good. It's not...it is for the good of the resort. The city is not in business to finance privately held assets. Please keep this in mind when you meet this Thursday."

Lauren Seiler eComment: "My husband and I live in lower Deer Valley. We cannot attend Thursday's meeting. With that, please allow for this note to be a notification of our staunch opposition to granting Deer Valley any additional tax revenue. They are a private company, choosing to develop a project for their own benefit and enhanced revenue generation."

Drew Moffitt eComment: "I am writing as a concerned member of our community to firmly object to Deer Valley Resort's request for the creation of a Community Redevelopment Area (CRA) Project Area at Snow Park. This proposal is not only inequitable but also an irresponsible use of taxpayer funds to subsidize a private redevelopment project for a company (Alterra Mountain Company) that generates nearly \$2 billion in annual revenue. Deer Valley's request to redirect 80% of anticipated tax revenue from critical public services—such as schools, fire protection, and water management—over the next 25 years to fund its private redevelopment is unjustifiable. Public funds should prioritize essential services and community needs, not enrich a private equity firm's bottom line. Key points of concern: **1. Private Benefit at Public Expense** The proposed CRA serves no public good that justifies this extraordinary diversion of funds. Deer Valley has existing mechanisms, such as a Public Infrastructure District (PID), to self-finance its redevelopment. Instead, it seeks to offload \$54.6 million of tax revenue onto the backs of taxpayers. **2. Misuse of Public Resources** The claim that this funding shortfall exists due to "public benefits" such as a transit center and parking garage is disingenuous. These features primarily serve Deer Valley's guests and will generate direct revenue for the resort. There is no public rationale for the City to underwrite infrastructure that exists solely to enhance a private business. **3. Impact on Community Services** Redirecting \$34.4 million away from Park City School District, and millions more from water, fire, and municipal services, places our community at significant risk. These entities provide critical services and should not be made to bear the financial burden of subsidizing private development. **4. Deer Valley's Own Financial Gains** If Deer Valley anticipates generating \$115 million for Park City over the next 25 years from this redevelopment, it is clear they can finance their own development without relying on public funding. This request is an egregious overreach that prioritizes corporate profits over the well-being of our community. Taxpayer funds should not subsidize private development for one of the largest ski resort operators in the country. The City Council must prioritize the needs of residents and public entities over the interests of a private equity firm. I urge you to reject this request and ensure that our tax dollars are directed toward initiatives that genuinely serve the community. In the extremely regrettable event that the City Council fails to reject this request, I would at least hope the City Council grants all Summit County property owners free parking at Snow Park for the next 25 years."

Mike MacNaught eComment: "As a full time resident and close neighbor of Snow Park, and one who would be detrimentally affected by the new traffic patterns, I accepted the plans for expansion. I do not, however, want to be the one who sees my tax dollars diverted for Deer valley's benefit. - I do not feel like I will benefit as much as it is being projected by the project. - I have to suffer through years of construction. - I may not be around in 25 years and feel like this would be some type of long term assessment. - I feel that the tax dollars I pay would be better spent on schools and other areas of the community. - Who knows if deer valley will even be around in 25 years (cost prohibitive pricing, climate change, etc.). Please help the residents of Park City and vote against any Community Funding for this."

Rick Lust eComment: "As a long time Park City property owner and taxpayer (43 yrs.), I'm writing to express my strong opposition to the Deer Valley PID proposal. Taxpayers should not be paying for the development of Snow Park Base or any asset that is owned by a private equity firm and is not a public asset."

Beth Souther eComment: "We live in lower Deer valley. Please don't dare give the developers anymore. They should not get tax revenue."

Gottfried and Janet Tittiger eComment: "My wife and I are full-time residents of Park City and Summit County and live in American Flag. We support the development of the parking lots and have been to many open houses that Deer Valley has hosted. What we have seen thus far has improved with every open house and believe it was worth having Park City vacate a portion of Deer Valley Road and agree to the terms of the LOI with Deer Valley, in which both committed to contribute \$15MM each for off-site parking and housing. Having said all that, we have been made aware of Deer Valley's request to the Park City Council to have them create a new CRA Project Area in Snow Park. The creation of this CRA will result in the diversion of property taxes to Deer Valley (a request of up to 80% of the incremental taxes) away from much needed public services. As the most recent election depicted, Summit County is having budgetary issues and asked for and received a sales tax increase for emergency services to cover funding shortfalls. Had they not received that, they would have raised property taxes. We should not be helping a private enterprise - Deer Valley - by providing them with corporate welfare. To date, Park City has already agreed to the right of way vacation on Deer Valley Road to allow Deer Valley to extend their ski beach into the new development on the parking lots. In addition, under the LOI signed by Park City, Deer Valley can create a Public Infrastructure District (PID) to self-assess additional property taxes within its development to pay for public infrastructure. Deer Valley will also be charging for parking in the new parking structures, which I don't believe they are planning to share with Park City in any way. Finally, under the LOI, Deer Valley agreed to invest in a transit center (essentially a drop-off lane for city and county buses). Given these concessions to date, why should the residents of the surrounding neighborhoods, Park City and Summit County give them even more? They will generate significant revenues and profits from their operations and sale of real estate within the Snow Park Project. Park City and Summit County should use the incremental property tax revenue generated in the surrounding community as a result of the Snow Park Project to

improve services for its residents - primarily in the areas of emergency response and public transportation. Emergency response is critical to any community and is necessary for both residents and non-residents. Public transportation is key to reducing the load on our streets, by getting residents and non-residents out of their cars. Currently, the bulk of bus service is focused on the main routes, primarily servicing commuters and non-residents. We need more scheduled bus service in the neighborhoods, to avoid having residents getting in their cars to drive short distances. If residents could rely on a scheduled bus service every 30-45 minutes, I believe that they would use it, particularly as it relates to getting to the resorts and Main Street. In conclusion, please do not agree to Deer Valley's request for a CRA Project Area for Snow Park. It provides no additional benefits to the surrounding neighborhoods or the residents of Park City and Summit County. We should not be providing corporate welfare to Deer Valley. Thank you for your time and your sacrifice and dedication to your duties on the Council."

Maureen Murtaugh eComment: "I'm writing with concern about Deer Valley's (Alterra's) request for the Public Infrastructure District where they are asking for 80% of the revenue. I understand that a business's job is to get the best deal. Financial stewardship is the council's job. Please carefully weigh the public's interest and guard against the use of resident tax dollars to benefit a private equity firm's profits. My concern is the funneling of funds away from Summit County, Weber Basin Water Conservancy District, Park City School District, and the Park City Fire Service District. It seems clear that SnowPark Develop will create a revenue large stream over the next 25 years. I object to taxpayers bearing the financial burden for an asset that is owned by a private equity firm rather than a public asset. On a related note, I am increasingly concerned that Altera will need some shepherding to live up to the public private partnership agreement. Planning the parking garage based on numbers of cars parked both in the lots and on the street during peak days, and proposing to flex commercial parking with day-skier parking (and potential hotel parking?) seems to set the community up for little actual reduction in parking capacity and an potential for increased traffic burden on a usual basis. I propose that Deer Valley be asked to provide ongoing updates in the form of 1 page information sheets that clearly shows how they are living up to actual reduction in parking and the other terms of the public-private partnership. The community is owed transparency and evidence that both parties are living up to the public-private partnership."

Lisa and Scott Rutherford eComment: "We strongly oppose the granting of a CRA to Deer Valley for the construction project at Snow Park. As residents of Park City, we don't believe that our tax dollars should be used to subsidize this project which solely benefits Deer Valley. To divert money away from the public services such as the Fire and EMS departments, schools and public parks is not for the public good. Taxpayers should not be paying for the development of Snow Park Base or any asset that is owned by a private equity firm and is not a public asset."

John Chachas eComment: "The concept of KSL Partners asking the residents of Park City to "kick in" money to help finance their gigantic project is similar to an NFL Team

owner (similar billionaires) asking a city to help pay for their new arena. It is utter greed and nonsense. If KSL is finding itself \$50 million short in its financing plans it will have to (a) increase its equity contribution by the short fall and thus (b) suffer modestly reduced financial returns. They know the math. They can decide to proceed or not. We all know they will. Instead they are asking you as a governing body to facilitate a grab of taxpayer money to pay for the gigantic infrastructure costs of a project almost none of us in Deer Valley wish to see built. Worse yet we are now being asked to help pay for it via your administrative action. Enough of this garbage. All over the globe KSL owns and build luxury resorts. They are expert at this and at the deployment of capital to do so. Good for them. They now charge \$250 for a day of skiing on their property. I don't begrudge their capitalist skills. But I'll be damned if being a property owner in Lower Deer Valley I will be asked to pay for it, too. They can adjust their capital structure and pay for their own initiatives."

Jonathan Kaufman eComment: "I am a resident of the American Flag community in Park City (6 Royal Ct) and I would like to express my opposition to Section VI : 1. Deer Valley Resort - Request for Public Financing Partnership - Public Infrastructure. This should not be an additional tax burden for us. The private sector should get the financing they need for this project."

David and Carolyn Hauptman eComment: "As a resident of Summit County living at 1517 Willow Loop Park City, I am requesting that my comments be made part of the public record. My wife and I are strongly in opposition to the formation of a Community Redevelopment Area (CRA) for Snow Park. We have lived in Park city since 2013. This CRA for Snow Park is outlandish and completely wrong and unfair."

Byron Blount eComment: "As a homeowner in Lower Deer Valley since 2018, I am strongly opposed to Deer Valley Resort's ("DVR") audacious Nov. 21st, 2024, proposal of forming a Community Redevelopment Area ("CRA") for it Snow Park expansion development. DVR has already secured an LOI with Park City for \$15mm in matching funds and for creation of PID finance districts (on its own property) to finance "public infrastructure" (which isn't necessarily public infrastructure, per se, since DVR continues to own, for example, its new parking structure and intends to earn revenue charging daily and other users of such who are almost assuredly there solely to patronize DVR's ski resort, retail, restaurant, etc. businesses). The CRA attempts to take the proverbial "mile" from all of Summit County taxpayers and shift more of the cost of its development thereto, generously and presumptively declaring 80% of growth in property tax revenues for Summit County to be solely attributable to its new development. However, this is at the direct sacrifice of those funds being used to finance 25 years of growth needed in vital Summit County public infrastructure (schools, etc.)."

Shaída Brandon eComment: "I am writing to strongly oppose Deer Valley's proposal to divert tax revenues. To ask constituents and agencies across Summit County (Park City School District, Park City Fire Services District, Weber Basin Water Conservancy District, Park City Municipal Corporation, and Summit County government) to give up 80% of the incremental tax revenue due to them for 25 years (and well beyond the next

Olympics) so a private equity portfolio with billions in assets can maximize returns on its ski resort investment is not only unacceptable, it is the opposite of partnership.”

Wayne and Maria Aaron eComment: “I am writing to express my opposition to the proposed formation of a Community Redevelopment Area (CRA) for Snow Park that would allocate property tax funds from Summit County to Deer Valley/Alterra. As a concerned resident, I do not believe this use of public tax dollars is in the best interest of our community. These funds should be directed toward initiatives that directly benefit Park City residents and address critical needs such as infrastructure and other public services—not subsidizing private development by a large corporate entity. I respectfully request that my comments be entered into the public record, and I urge the Council to vote “no” on this issue.”

Karl Marzec eComment: “I live in American Flag and wanted to express my thoughts on Deer Valley Alterra’s request to pay a percentage of their taxes for 25 years. Park City is a community whose number one priority is to take care of its residents who live in this amazing town. By allowing a private equity firm to not pay their full share of taxes (like all of the hard working residents) it would show that the council’s priorities are not in favor of those that love here. The taxes from Alterra should and could be used for our schools, fire department, roads, water services and so on. Please remember that the residents of Park City come first and private equity portfolios should not receive tax deferrals or extensions at the expense of the people of Park City.”

Stephen Watson eComment: “As a Fawngrove owner and resident, I would like to express my support for the current development of The Snowpark Area and the support that the city has given to this endeavor. Please continue to look toward the future and continue your actions to modernize and support the efforts to lead Park City and Deer Valley onto the world stage.”

Stacey Walker eComment: “I just received an email regarding Deer Valley requesting a CRA Project Area at Snow Park. From what I understand Deer Valley wants to receive a percentage of the tax revenue resulting from the increase in property values in Summit County. It has been explained to me that this is on new development, however, in the email I received it states Deer Valley is requesting 80% of the revenue for the next 25 years estimated at 54.6 million. These funds would be redirected away from major entities in Summit County and Park City. How can this be approved when Summit County voters just approved the 0.5% emergency sales tax desperately needed by Summit County. To me this CRA project proposal is absolutely absurd and a total abuse on property tax and funds. Deer Valley (Alterra) is a very wealthy corporation and should not be given city/county funds to develop an area because they chose to. All of you owe it to the residents and property owners to decline this request - it is a true injustice to all of us. Please continue to watch over our community and its members.”

Pamela Miles eComment: “Private equity firms do not deserve tax dollars that are meant for the good of the public and the community. In essence, Alterra is asking Park City taxpayers to fund their purchases. Please do not approve a special tax district that

would allow private interests to siphon funds and deplete our public services including schools, fire and first responders. I a full time resident of Park City, I now vehemently oppose the Snow Park project.”

Elise and Eric Su eComment: “As a resident of 84060 (1729 Lakeside Circle), we **STRONGLY OPPOSE** the creation of a CRA Project Area at Snow Park. Redirecting future tax revenue **AWAY** from Summit County essential services (fire, education, water conservancy etc) would be extremely detrimental to the residents **AND** our city as a whole. We have a conflict and are unable to attend the City Council Mtg on Nov 21st, so wanted to log our vote of “NO” and make you aware of our concerns.”

Meagan Powers eComment: “I am writing to urge you to not grant Deer Valley’s request for a CRA that would divert up to 80% of property tax revenue from the Park City community to Deer Valley—a private, for profit company. While the community does benefit significantly from Deer Valley’s presence and operations, this proposal goes too far and it both hamstring and robs Park City of needed tax revenue to pay for the community’s continued growth. The appropriate tool for Deer Valley would be a PID district. In contrast, Deer Valley’s proposal will take tax dollars directly from the PC community which negatively impacts its ability to continue to provide top schools and services and it proposes to do so over a multi-decade period which hamstring the Park City Council from having adequate funds to address the changing and growing needs of the community. I own a small condo on Deer Valley Drive and my primary residence is in Texas. I of course benefit from the new Snow Park development and to date have not objected to it but this goes too far. Deer Valley’s \$40MM shortfall should either be privately obtained via a loan or paid through a PID. Of course this will reduce the ROI for the private equity firm that owns Deer Valley. But insuring that return (and yes, I do mean “in”suring not ensuring because that is what the town is in effect doing) is an inappropriate request that should be denied.”

Claudia and John Malitz eComment: “My wife and I have been Deer Valley property owners for the past 20 years, owning a home in The Oaks at Deer Valley for the past 5 years (3538 Oak Wood Dr). We have been Deer Valley ski pass holders for a similar time and currently purchase Ski passes for 14 additional family members, so Deer Valley profits handsomely from our family. Park City has already approved generous concessions for Deer Valley/Alterra. Alterra is a private, for profit entity. They are not sharing their profits with community citizens and have no allegiance to our community. I believe it is preposterous for them to think they deserve more from the city. Please vote NO to their request for a CRA.”

Lee Ann and Damian Schantz eComment: “We are writing today to express our opposition to Alterra forming a Community Redevelopment Area/Reinvestment Agency (CRA) for the Snow Park development at Deer Valley. There is no need for *any* tax dollars Park City homeowners pay to be diverted from funding all the essential services required for our town to run properly. It not only is unnecessary it is irresponsible. KSL Capital, the private equity firm that owns Alterra, has plenty of assets to finance this

project. If we truly are partners with them then Park City residents should be treated fairly and not squeezed for unnecessary money.”

Bill Bloomfield eComment: “I am a full time resident in Park City and live at 3303 Sun Ridge Court. I am adamantly opposed to the formation of a Community Redevelopment Area(CRA). IF the purpose of Alterra’s project at Deer Valley was to solve a problem in Park City and/or improve the quality of life for all residents in Park City, I might feel differently about the formation of a CRA. The truth is, however, there is NO currently existing problem in Park City that Alterra seeks to fix. Any problem Alterra might want to fix is one totally of its own making. Alterra, as a private for-profit entity, hopes to do the Deer Valley development project in order to make money for its owners. That is fine and as it should be, as long as ALL of the money invested in the project comes from its owners, and not one penny from Park City’s tax payers. ALL of the residents of Park City chose to live here because we like Park City as it currently exists. Some residents may choose to avail themselves of the new amenities Alterra hopes to create; others may not. Either way, the users of those new amenities should be the ones paying for them. Full stop. I am fine with progress and further development but ONLY if it is done at no expense to me, and only if the developer mitigates any problems the development creates. As our representatives, ensuring that is the case is the least we should expect from our city council. In conclusion, there is absolutely no reason what-so-ever for the city to allow Alterra to create a CRA, and at least 9,000 + reasons not to.”

Sarah Chasson eComment: “I am a resident of Deer Valley (3360 Sun Ridge Drive) and am vehemently opposed to Alterra's attempt to create a Community Development Area that would result in the diversion of 80% of the taxes received by Park City to Alterra to finance its expansion of the Deer Valley ski area. Alterra undertook a completely voluntary project to expand the base area - so that it can increase its profit - and is seeking to avoid obtaining financing by shifting the cost of its project onto Deer Valley taxpayers. If there is to be any additional tax increase, the proceeds should not go to a corporate entity that has alternative financing options but prefers not to use them. My community is not being redeveloped by this project; Alterra's bottom line is benefitting while its neighbors incur increased traffic and, now, a proposed tax increase to fund it.”

Marilyn and Bob Gellert eComment: “We as citizens and tax payers of Park City are absolutely opposed to this proposal.”

Amit Verma eComment: “I oppose any use of taxpayer funds to pay for the DV build out - Alterra will make record profits and they are a private organization. Why do they need a handout from taxpayers and why do they want funds diverted from the city for their private profits? There are many pressing needs the city has and as a private citizen I would rather have my taxes go down if there are excess funds and not have my money go to private investors.”

R. Craig and Marisha Knocke eComment: “I am writing to express my opposition to the proposed formation of a Community Redevelopment Area (CRA) for Snow Park that would allocate property tax funds from Summit County to Deer Valley/Alterra. As a

concerned resident, I do not believe this use of public tax dollars is in the best interest of our community. These funds should be directed toward initiatives that directly benefit Park City residents and address critical needs such as infrastructure and other public services—not subsidizing private development by a large corporate entity that is more than able to fund the project out of its own capital. Public funds should not be used to subsidize high return projects for private investors. This is clearly not in the best interest of the citizens of our community. I respectfully request that my comments be entered into the public record, and I urge the Council to vote “no” on this issue.”

Eric Maier eComment: “The current lower DV development plan is unacceptable due to the high density of the project. It will severely negatively impact the community. Just one small example, water rates went up significantly last/this year. Will this development lower rates while it adds more requirements on water and sewer. Who will pay for those improvements and address water scarcity. Another example is the added traffic and load on trails and other infrastructure. The density should be cut in half with more space for an outdoor plaza and other open amenities. Also, you all gave the DV development critical land against the majority input from the community. We as a community did not get a commensurate trade. A good trade would be not only the transit hub but also transfer the lower parking lots to the city as open space. The transfer of the loop should not be approved until we get that trade. The construction mitigation is unacceptable. 5 years of major intrusion to the immediate community and significant impact to PC overall. What will be the compensation to the residents. I suggest DV give each lower DV property owner and those along DV drive 4 “gold” (anyone can use them as the owner sees fit) transferrable DV season passes with a 25-year life.”

Scott Greenberg eComment: “I am writing to express my opposition to the proposed formation of a Community Redevelopment Area (CRA) for Snow Park that would allocate property tax funds from Summit County to Deer Valley/Alterra. I have been a homeowner in the Solamere neighborhood for over 20 years and have enjoyed living in a community that has traditionally cared about the collective well-being of the residents. Therefore, given that DV/Altera is a private enterprise, and has the ability to raise it’s own funding, I do not believe the deployment of public tax dollars to a private company is in the best interest of our community. It is equivalent of asking the taxpayers to become investors without the ability to participate in the actual profits created by the investment – and using the argument that the “profit” comes back to the taxpayers in the form of increased property values is simply insane since the property values will continue to increase regardless of DV/Altera’s project. These funds should be directed toward initiatives that directly benefit Park City residents and address critical needs such as infrastructure and other public services—not subsidizing private development by a large private equity entity. I respectfully request that my comments be entered into the public record, and I urge the Council to vote “no” on this proposal.”

Steve Owens eComment: “I don’t directly support or oppose Alterra’s request to share property tax revenues. However, I would like to suggest that they receive treatment comparable to other development projects/ industry programs (Sundance, movie production, Amazon distribution centers, Utah Inland Port, etc.) in Utah and across the

ski industry. For instance: 1. Utah and Park City are offering substantial incentives to retain the Sundance Festival in Utah. This is a 10-day annual event with a limited commitment, unlike a development that would provide benefits for decades. 2. As the recent controversy surrounding the revocation of PMCR's approval for a new lift demonstrates, Vail and Alterra have numerous investment opportunities and need to ensure a solid return on their capital. The Snowpark redevelopment is not a guaranteed outcome. 3. The Yarrow redevelopment serves as an example of what occurs when a business fails to present a compelling economic case for their project, constrained by government regulations. It doesn't happen. 4. The city/county have spent tens of millions of dollars buy property to preserve open lands. If I were Alterra, I would consider scaling back the Snow Park investments and exploring alternative avenues for investment, such as A-Basin or with the East Village development group to accelerate East Village development. These options offer greater certainty and a clearer path to economic returns. I worry you hear from too many people who underestimate the financial benefit the ski industry provides to Park City. As pointed out a few years back in the mayoral election Park City residents pay 15% of real estate taxes and less than 5% of the funding of Park City overall. Why? Because of the resorts."

Victoria Andersen, Sunnyside Subdivision HOA eComment: "I am writing on behalf of the Sunnyside Subdivision HOA in Lower Deer Valley regarding the new Community Reinvestment Agency (CRA) that Deer Valley will ask Council to authorize in 2024 to divert taxes back to the resort for a period of 25 years. Diverting taxes back to the resort (a private entity) is not in the city's best interest. Tax money is meant to benefit the city and its citizens. Granted, developing the ski resort benefits PC, but diverting our taxes for the development of the resort more directly benefits the CRA, which is a private entity. Our taxes should directly benefit PC. Currently, our property taxes have tripled in 5 years to fund needed services, etc. How much more will they increase with this proposal?"



City Council Staff Report

Subject: Approve 3-yr Contract for Residential Property Management
Author: Rhoda Stauffer, Housing Program Manager
Department: Housing
Date: December 12, 2024

Recommendation

Consider a three-year contract, in a form approved by the City Attorney's Office, with Sellers Management & Development (dba The Sellers Group), for property management services of the City's employee housing units, not to exceed \$267,000 over three years.

Executive Summary

Affordable housing continues to be a top priority for the City Council. Helping and assisting members of Park City Municipal's (PCMC) workforce live locally supports numerous organizational and community goals, such as recruitment and retention, morale, environmental, and economic. As a result, PCMC has purchased and maintained a number of housing units mainly for the purposes of recruitment and relocation support and seasonal needs, and employees experiencing housing emergencies or crises.

PCMC currently owns 49 housing units in the following locations:

Address	# of Units	Type of Units
2015 Prospector Avenue	22	295 SF Studios
2105 Prospector Avenue	1	440 SF Studio
1940 Prospector Avenue #209	1	250 SF Studio
1616 Short Line Drive	13	350 SF Studios
Cooke Drive	6	2 & 3BR Duplexes
1465 Park Avenue	1	3 BR Condo
1330 Woodside Avenue	1	4 BR Home
1302 Norfolk Avenue	1	2 BR Home
7700 Marsac Avenue	2	295 SF Tiny Homes
1835 Three Kings	1	1 BR Condo

Analysis

Our current 3-year property management contract with EMG Management expires on December 31, 2024. As a result, the Housing Team issued an RFP on September 17, 2024. We received three proposals, and a committee of the Economic, Housing, Transportation, and Budget teams reviewed and voted unanimously in favor of The Sellers Group.

The Sellers Group has been in business since 1983, beginning as a small enterprise managing their own properties. Today, Sellers Group primarily manages properties for other owners and non-profit organizations and has demonstrated its ability to serve the property management needs of PCMC (prior to 2022, Sellers managed the PCMC's employee housing units on Cooke Drive, Park Avenue, Woodside Avenue, and Norfolk Avenue until EMG was selected through a previous RFP). Sellers Group also stepped in on short notice to temporarily manage the Transit studios on Prospector Avenue when the City took over ownership, stabilized the units, and prepared them for renovation.

The table below shows the projected costs per year, which includes a management fee plus an allocation of payroll and benefits for key staff. Direct costs are not included, such as carpet replacement, miscellaneous repairs, and appliance and fixture replacements that can be requested by the City.

Proposal	Ranking	Approx. Annual Cost
The Sellers Group	1	\$ 89,000
Blooming Property Management & Lodging	2	\$ 136,600
EMG Management	3	\$ 91,875

Funding

No direct funding is allocated for property management, as the service cost is paid out of rents collected. As needed, net rental income pays for renovations and upgrades to employee rental properties.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“**Agreement**”) is between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation (“**PCMC**”), and Sellers Management and Development, a corporation licensed in the State of Utah dba The Sellers Group (the “**Service Provider**”).

PCMC and Service Provider want to enter into an agreement for the Service Provider to perform the services and tasks as specified below.

The parties therefore agree as follows:

ARTICLE 1 – SCOPE OF SERVICES.

- A. Scope of Services. Service Provider shall perform the services and tasks identified and designated as Service Provider responsibilities throughout this Agreement and as outlined in **Schedule A** attached to this Agreement (“**Scope of Services**”).
- B. Service Provider Representative. Service Provider designates Angela Davis as the authorized representative vested with the authority to act on behalf of the Service Provider. Service Provider may change its designated representative by providing written notice to PCMC.
- C. PCMC Representative. PCMC designates Rhoda Stauffer or their designee as its representative who has the authority to act on behalf of PCMC.

ARTICLE 2 – TERM.

This Agreement will become effective as of the date the last party signed it as indicated by the date associated with that party’s signature. The term of this Agreement ends at midnight on December 31, 2027, unless terminated sooner or extended as provided in this Agreement.

ARTICLE 3 – COMPENSATION, INVOICING, AND PAYMENT.

- A. Compensation. For performance of the Scope of Services, PCMC shall pay a total fee in an amount not to exceed **\$267,000 over three years**. Any work performed beyond the defined Scope of Services requires a written request from PCMC. Compensation for such additional work shall adhere to the terms outlined in **Schedule B**, if attached. In the absence of a **Schedule B**, any compensation for extra work shall be determined based on a mutually agreed-upon written agreement between both parties.

- B. Payment for Services. Payments for the services provided hereunder shall be withdrawn from monthly rental payments for applicable leases. Monthly account statements shall include the following: monthly management fee (5.5% of income) plus hourly costs for property manager, maintenance personnel, and management time to oversee larger projects, and out-of-pocket expenses. All larger projects beyond addressing normal wear and tear shall be approved prior to incurring costs.

ARTICLE 4 – SERVICE STANDARDS AND COMPLIANCE WITH LAWS.

- A. Service Standards. Service Provider shall be responsible for the quality of all services performed by its employees, agents, subcontractors, and all other persons (collectively, “**Subcontractors**”) performing any services under this Agreement. All services shall be executed with competence and in conformity with the standard of care, diligence, and skill typically exercised by professionals within the Service Provider’s field.
- B. Conformance to Laws. In providing services under this Agreement, Service Provider and its Subcontractors shall comply with all applicable federal, state, PCMC, and other local laws, regulations, and ordinances, including applicable licensure and permit requirements, regulations for certification, operation of facilities, and accreditation, employment laws, and any other standards or criteria described in this Agreement.
- C. E-Verify. Service Provider shall register and participate in E-Verify or an equivalent program for each employee employed within the state of Utah if this Agreement is entered into for the physical performance of services within Utah, unless exempted by Utah Code § 63G-12-302. The Service Provider shall require that each of its Subcontractors, at every tier, certify under penalty of perjury that each Subcontractor has registered and is participating in E-Verify or an equivalent program, to the extent applicable.

ARTICLE 5 – RECORDS AND INSPECTIONS.

- A. Records. Service Provider shall keep any records, documents, invoices, reports, data, information, and all other material regarding matters covered, directly or indirectly, by this Agreement for six years after expiration of this Agreement. This includes everything necessary to properly reflect all expenses related to this Agreement and records of accounting practices necessary to assure proper accounting of all expenses under this Agreement.
- B. Inspection of Records. Service Provider shall make all of the records referenced in this section available for inspection to PCMC, its authorized representatives, the State Auditor, and other government officials authorized to monitor this Agreement by law. Service Provider must permit PCMC or its authorized representative to audit and inspect any data or other information relating to this Agreement. PCMC reserves the right to

initiate an audit of the Service Provider's activities concerning this Agreement, at the expense of PCMC, utilizing an auditor selected by PCMC.

- C. Government Records Access and Management Act. PCMC is subject to the requirements of the Government Records Access and Management Act, Title 63G, Chapter 2 of the Utah Code ("**GRAMA**"). All materials submitted by Service Provider related to this Agreement are subject to disclosure unless the materials are exempt from disclosure under GRAMA. The burden of claiming an exemption from disclosure rests solely with Service Provider. Any materials for which Service Provider claims an exemption from disclosure based on business confidentiality as provided in Utah Code § 63G-2-309 (or successor provision) must be marked as "Confidential" and accompanied at the time of submission by a statement from Service Provider explaining the basis for the claim. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. PCMC will make reasonable efforts to notify Service Provider of any requests made for disclosure of documents submitted under a claim of confidentiality. Service Provider specifically waives any claims against PCMC related to disclosure of any materials pursuant to GRAMA.

ARTICLE 6 – RELATIONSHIP OF PARTIES.

- A. Independent Contractor. The parties intend that Service Provider is an independent contractor and not an employee of PCMC. Except as specifically provided in this Agreement, the parties intend that Service Provider has no authority to act on behalf of PCMC.
- B. Subcontractor Relationship. The Service Provider shall have full control and authority over performance and activities of its Subcontractors throughout the execution of this Agreement. It is the sole responsibility of Service Provider to ensure that its Subcontractors adhere to the terms and conditions outlined in this Agreement. Furthermore, Service Provider shall bear full responsibility for any actions or omissions of its Subcontractors.
- C. Treatment of Assets. Neither party will have an interest in the intellectual property owned or licensed by the other party, unless otherwise agreed by the parties in writing. PCMC will become the owner of all deliverables, work product, and other materials specifically created by the Service Provider and its Subcontractors under this Agreement.

ARTICLE 7 – INDEMNIFICATION.

- A. Definitions. In this Agreement, the following definitions apply:
 - (1) "**Indemnifiable Losses**" means the aggregate of Losses and Litigation Expenses.

- (2) **“Litigation Expense”** means any reasonable out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys’ and other professionals’ fees and disbursements.
- (3) **“Loss”** means any amount awarded in, or paid in settlement of, any Proceeding, including any interest but excluding any Litigation Expenses.
- (4) **“Proceeding”** means any investigation, claim, judicial, administrative, or arbitration action or lawsuit, or other cause of action of every kind or character, brought by third parties against PCMC, its agents, employees, or officers, that arises out of this Agreement or the performance of this Agreement by Service Provider or its Subcontractors or subconsultants of any tier, or anyone acting under Service Provider’s direction or control, including after the expiration or termination of this Agreement.
- B. Indemnification. Service Provider shall indemnify PCMC and its agents, employees, and officers against all Indemnifiable Losses arising out of a Proceeding, except to the extent the Indemnifiable Losses were caused by the negligence or willful misconduct of PCMC.
- C. Obligation to Defend. Service Provider shall, at its sole cost and expense, defend PCMC and its agents, employees, and officers from and against all Proceedings, provided that Service Provider is not required to defend PCMC from any Proceeding arising from the sole negligence of PCMC or its agents, employees, or officers.
- D. Tender. Service Provider’s obligation to defend will arise upon PCMC’s tender of defense to Service Provider in writing. If PCMC fails to timely notify Service Provider of a Proceeding, Service Provider will be relieved of its indemnification obligations to the extent that Service Provider was prejudiced by that failure. Upon receipt of PCMC’s tender of defense, if Service Provider does not promptly notify PCMC of its acceptance of the defense and thereafter duly and diligently defend PCMC and its agents, employees, and officers, then Service Provider shall pay and be liable for the reasonable costs, expenses, and attorneys’ fees incurred in defending the Proceeding and enforcing this provision.
- E. Legal Counsel. To assume the defense, Service Provider must notify PCMC of their intent to do so. Promptly thereafter, Service Provider shall retain independent legal counsel that is reasonably acceptable to PCMC.
- F. Settlement. After Service Provider assumes the defense of a Proceeding, Service Provider may contest, pay, or settle the Proceeding without the consent of PCMC only if that settlement (1) does not entail any admission on the part of PCMC that it violated any law or infringed the rights of any person, (2) provides as the claimant’s sole relief

monetary damages that are paid in full by Service Provider, and (3) requires that the claimant release PCMC and its agents, employees, and officers from all liability alleged in the Proceeding.

- G. Waiver. Service Provider expressly agrees that the indemnification provision herein constitutes the Service Provider's waiver of immunity under Utah Code § 34A-2-105 for the purposes of this Agreement. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement. No liability shall attach to PCMC by reason of entering into this Agreement except as expressly provided herein.
- H. No Limitation. The indemnification obligations of this Agreement shall not be reduced by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Service Provider or Subcontractor under workers' compensation acts, disability benefits acts, or other employee benefit acts.
- I. Interpretation. The parties intend that the indemnity and defense provisions in this Article shall be interpreted so as to be enforceable to the fullest extent permitted by law, but nothing herein shall be interpreted to violate public policy.
- J. Environmental Indemnity. Service Provider shall indemnify PCMC, its agents, employees, and officers for any Indemnifiable Losses from a Proceeding arising out of Service Provider's violation of federal, state, or local environmental laws or regulations, and shall include but not be limited to all cleanup and remedial costs, diminution in value of property, and any fines or fees imposed as a result.

ARTICLE 8 – INSURANCE.

At its own cost and expense, Service Provider shall maintain the following mandatory insurance coverage to protect against claims for injuries to persons or property damage that may arise from or relate to the performance of this Agreement by Service Provider, its agents, representatives, employees, or Subcontractors for the entire duration of this Agreement or for such longer period of time as set forth below. Prior to commencing any work, Service Provider shall furnish a certificate of insurance as evidence of the requisite coverage. The certificate of insurance must include endorsements for additional insured, waiver of subrogation, primary and non-contributory status, and completed operations.

- A. Commercial General Liability Insurance. Service Provider shall maintain commercial general liability insurance on a primary and non-contributory basis in comparison to all other insurance, including PCMC's own policies of insurance, for all claims against PCMC. The policy must be written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$3,000,000 aggregate for personal injury and property damage. Upon request of PCMC, Service Provider must increase the policy limits to at least the amount of the limitation of judgments described in Utah Code § 63G-7-604,

the Governmental Immunity Act of Utah (or successor provision), as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3 (or successor provision).

- B. Automobile Liability Coverage. Service Provider shall maintain automobile liability insurance with a combined single limit of not less than \$2,000,000 per accident for bodily injury and property damage arising out of the ownership, maintenance, and use of owned, hired, and non-owned motor vehicles. This policy must not contain any exclusion or limitation with respect to loading or unloading of a covered vehicle.
- C. Professional Liability Insurance. Service Provider shall maintain professional liability insurance with annual limits not less than \$1,000,000 per occurrence. If written on a claims-made basis, Service Provider shall maintain professional liability insurance coverage meeting these requirements for the applicable period of statutory limitation of claims (or statute of repose, if applicable) after completion of the Scope of Services or termination of this Agreement.
- D. Workers' Compensation Insurance and Employer's Liability. Service Provider shall maintain workers' compensation insurance with limits not less than the amount required by statute, and employer's liability insurance limits of at least \$1,000,000 each accident, \$1,000,000 for bodily injury by accident, and \$1,000,000 each employee for injury by disease. The workers' compensation policy must be endorsed with a waiver of subrogation in favor of "Park City Municipal Corporation" for all work performed by the Service Provider, its employees, agents, and Subcontractors.
- E. Umbrella/Excess Coverage. The insurance limits required by this section may be met by either providing a primary policy or in combination with umbrella / excess liability policy(ies). To the extent that umbrella/excess coverage is used to satisfy the limits of coverage required hereunder, the terms of such coverage must be following form to, or otherwise at least as broad as, the primary underlying coverage, including amending the "other insurance" provisions as required so as to provide additional insured coverage on a primary and non-contributory basis, and subject to vertical exhaustion before any other primary, umbrella/excess, or any other insurance obtained by the additional insureds will be triggered.
- F. Insured Parties. Each policy and all renewals or replacements, except those policies for Professional Liability, and Workers Compensation and Employer's Liability, must name PCMC (and its officers, agents, and employees) as additional insureds on a primary and non-contributory basis with respect to liability arising out of work, operations, and completed operations performed by or on behalf of Service Provider.
- G. Waiver of Subrogation. Service Provider waives all rights against PCMC and any other additional insureds for recovery of any loss or damages to the extent these damages are covered by any of the insurance policies required under this Agreement. Service

Provider shall cause each policy to be endorsed with a waiver of subrogation in favor of PCMC for all work performed by Service Provider, its employees, agents, and Subcontractors.

- H. Quality of Insurance Companies. All required insurance policies must be issued by insurance companies qualified to do business in the state of Utah and listed on the United States Treasury Department's current Department of Treasury Fiscal Services List 570, or having a general policyholders rating of not less than "A-" in the most current available A.M. Best Co., Inc.'s, Best Insurance Report, or equivalent.
- I. Cancellation. Should any of Service Provider's required insurance policies under this Agreement be cancelled before the termination or completion of this Agreement, Service Provider must deliver notice to PCMC within 30 days of cancellation. PCMC may request and Service Provider must provide within 10 days certified copies of any required policies during the term of this Agreement.
- J. Additional Coverage. Notwithstanding anything to the contrary, if Service Provider has procured any insurance coverage or limits (either primary or on an excess basis) that exceed the minimum acceptable coverage or limits set forth in this Agreement, the broadest coverage and highest limits actually afforded under the applicable policy(ies) of insurance are the coverage and limits required by this Agreement and such coverage and limits must be provided in full to the additional insureds and indemnified parties under this Agreement. The parties expressly intend that the provisions in this Agreement will be construed as broadly as permitted to be construed by applicable law to afford the maximum insurance coverage available under Service Provider's insurance policies.
- K. No representation. In specifying minimum Service Provider's insurance requirements, PCMC does not represent that such insurance is adequate to protect Service Provider from loss, damage or liability arising from its work. Service Provider is solely responsible to inform itself of types or amounts of insurance it may need beyond these requirements to protect itself.

ARTICLE 9 – NONDISCRIMINATION.

- A. Nondiscrimination. Service Provider shall not discriminate against any employee or applicant for employment because of race; ethnicity; color; pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; gender identity; or military status.
 - (1) Policy. Service Provider shall implement an employment nondiscrimination policy, if Service Provider does not already have such a policy, to effectuate the prohibition in this section; and

- (2) Subcontractor Flow-Through. Service Provider shall incorporate the foregoing non-discrimination provisions in all subcontracts or assignments under this Agreement and take action as required to ensure full compliance with the provisions of this non-discrimination policy.

ARTICLE 10 – ASSIGNMENT/SUBCONTRACTING.

- A. Assignment. Service Provider shall not assign any portion of its performance under this Agreement without PCMC's written consent. Consent must be sought in writing by the Service Provider not less than 30 days before the date of any proposed assignment. PCMC reserves the right to reject assignment without cause. Any purported transfer in violation of this section will be void.
- B. Subcontracting. Service Provider shall obtain advance written consent from PCMC for any Subcontractor not identified in the Scope of Services.

ARTICLE 11 – TERMINATION.

- A. Convenience. Either party may terminate this Agreement for any reason or no reason by giving the other party at least 30 days' prior written notice. This Agreement will terminate at midnight at the end of the 30th day after that notice is effective. Service Provider must be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination, according to the provisions of this Agreement.
- B. For Cause. If Service Provider fails to comply with any provision of this Agreement and fails to correct noncompliance within three days of having received written notice, PCMC may immediately terminate this Agreement for cause by providing a notice of termination to Service Provider.

ARTICLE 12 – NOTICES.

- A. Notice Addresses. For a notice or other communication to a party under this Agreement to be valid, it must be addressed using the information specified below for that party or any other information specified by that party in a notice delivered in accordance with this section.

To PCMC: Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060-1480
Attn: City Attorney's Office
PCMC_Notices@parkcity.org

With a copy to:

- PCMC's Representative pursuant to Article 1.C.
- PCMC's City Recorder at
michelle.kellogg@parkcity.org.

To Service Provider: Angela Davis
Sellers Group
12636 South 125 West, Suite A
Draper, UT 84020
Angela@sellersgroup.net

- B. Delivery. A notice or other communication under this Agreement will be effective if it is in writing and received by the party to which it is addressed. It will be deemed to have been received as follows: (1) upon receipt as stated in the tracking system of a delivery organization that allows users to track deliveries; (2) when the intended recipient signs for the delivery; (3) when delivered by email to the intended recipient with a read receipt, an acknowledgement of receipt, or an automatic reply.
- C. Refusal or Inability to Deliver. If the intended recipient rejects or otherwise refuses to accept delivery, or if it cannot be delivered because of a change of address for which no notice was given, then delivery is effective upon that rejection, refusal, or inability to deliver.
- D. Time of Delivery. If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

ARTICLE 13 – MISCELLANEOUS PROVISIONS.

- A. Entire Agreement. This Agreement constitutes the entire understanding between the parties regarding the subject matter of this Agreement.
- B. Modification and Waiver. To be effective, any modification to this Agreement or to the Scope of Services must be in writing and signed by both parties. No waiver under this Agreement will be effective unless it is in writing and signed by the party granting the waiver (in the case of PCMC, by an individual authorized by PCMC to sign the waiver). A waiver granted on one occasion will not operate as a waiver on other occasions.

- C. Timely Performance. Service Provider shall complete the Scope of Services by any applicable deadline stated in this Agreement. Service Provider is liable for all reasonable damages to PCMC incurred as a result of Service Provider's failure to timely perform the Scope of Services required under this Agreement.
- D. Governing Law, Jurisdiction, Venue. Utah law governs all adversarial proceedings arising out of this Agreement or the subject matter of this Agreement. As the exclusive means of bringing adversarial proceedings to resolve any dispute arising out of this Agreement or the subject matter of this Agreement, a party may bring such a proceeding in courts of competent jurisdiction in Summit County, Utah.
- E. Severability. The parties acknowledge that if a dispute between the parties arises out of this Agreement or the subject matter of this Agreement, it would be consistent with the wishes of the parties for a court to interpret this Agreement as follows: (1) with respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; (2) if an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the Agreement will remain in effect as written; (3) by holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and (4) if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this Agreement, by holding the entire Agreement unenforceable.
- F. No Non-Party Rights. Nothing in this Agreement is intended to grant rights of any kind to any non-party or create third-party beneficiary rights of any kind.
- G. Force Majeure. For purposes of this Agreement, a Force Majeure Event means any event or circumstance, regardless of whether it was foreseeable, that was not caused by that party and that prevents a party from complying with any of its obligations under this Agreement, but a Force Majeure Event will not include any strike or labor unrest, an increase in prices, a change in general economic conditions, or a change of law. A party that is prevented by the occurrence of a Force Majeure Event from performing any one or more obligations under this Agreement will not be liable for any failure or delay in performing those obligations, on condition that the non-performing party uses reasonable efforts to perform. The non-performing party shall promptly notify the other party of the occurrence of a Force Majeure Event and its effect on performance. Thereafter, the nonperforming party shall update the other party as reasonably necessary regarding its performance. The nonperforming party shall use reasonable efforts to limit damages to the other party and to complete its full performance under this Agreement.

Each party is signing this Agreement on the date stated opposite that party's signature.

PARK CITY MUNICIPAL CORPORATION, a Utah
municipal corporation

Date: _____

By: _____

Matt Dias
City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

Sellers Management & Development

Tax ID #: _____

Date: _____

By: _____

Michael Blair, President

An authorized signer

SCHEDULE A – SCOPE OF SERVICES

A. Management of Properties:

- Conduct ordinary and usual business affairs of the City relating to the management, leasing and operation of residential properties and implement, or cause to be implemented, the policies of the City for the conduct of such business affairs in accordance with the guidelines provided.
- Where necessary, contract for gas, electricity, water and such services as necessary for the proper operation of each Property.
- Keep Properties in clean and sightly condition and make (or cause to be made) all repairs, alterations, replacements, and installations as approved by the City.
- Provide 24-hour emergency contact for emergency repairs and report emergencies to the City by the next business day.
- Execute, administer and enforce terms of all rental agreements, in compliance with federal, state and local laws and make executed rental agreements available to the City as needed.
- Monitor Properties on a regular basis for repairs and preventive maintenance, and after conferring with the City, contract with vendors to provide repair, maintenance, janitorial, landscaping and pest control services, as needed or directed.

B. Record Keeping:

- Receive and collect rent and all other monies payable to the City by all tenants and licensees in the Properties.
- Maintain separate accounts and records for Transit Housing Units and Family Units.
- Submit quarterly financial reports for each of the categories of units: Transit and Family. Reports shall include the following details, with each category separately accounted for and reported:
 - Rent collected,
 - Management fee charged,
 - Legal costs,
 - Payroll and benefits charged for administrative and management staff,
 - Payroll, benefits, and out of pocket costs for maintenance, and
 - Other specific cost categories as identified by the City.
- Institute all necessary legal actions or proceedings for the collection of rent or other income from the Properties.
- Maintain proper records with respect to leasing, management, and operation of the Properties (i.e., receipts, disbursements, etc.).
- Ensure control over accounting and financial transactions as is reasonably required to protect the City's assets from loss or diminution.

C. Notice to the City:

- Notify the City promptly of any personal injury or property damage occurring to or claimed by any tenant or third party with respect to the Properties.
- Notify the City immediately of any fire, accident, or other casualty, condemnation proceedings, rezoning or other governmental order, lawsuits or threat thereof.

Services performed to be held in confidence and Property Manager shall not use or disclose to others any confidential or proprietary information of the City including but not limited to data, information, plans, programs, processes, costs, etc.

SCHEDULE B – FEE SCHEDULE FOR EXTRA WORK

Note: Any work in addition to or outside the Scope of Services in Schedule A shall be approved in advance in writing by PCMC and shall not exceed the contract price reflected in Article 3 of the Agreement.

Property maintenance services for specific repair and maintenance projects such as construction repairs, and replacement of appliances shall be billed at the employees' billable rate not to exceed \$45 per hour and emergency after hours services at time and a half. Management of special projects shall be billed at \$45 an hour. Any of these services will be agreed to in writing by the parties.

Vendors hired to work on specialized projects shall be approved prior to work being completed and invoiced directly to the City.

SCHEDULE C – CHART OF UNITS AS OF JANUARY 1, 2025

This list is subject to change upon written notice.

Address	# of Units	Type of Units
TRANSIT UNITS		
2015 Prospector Avenue	22	295 SF Studios
2105 Prospector Avenue	1	440 SF Studio
1940 Prospector Avenue #209	1	250 SF Studio
1616 Short Line Drive	13	350 SF Studios
FAMILY UNITS		
Cooke Drive	6	2 & 3BR Duplexes
1465 Park Avenue	1	3 BR Condo
1330 Woodside Avenue	1	4 BR Home
1302 Norfolk Avenue	1	2 BR Home
7700 Marsac Avenue	2	295 SF Tiny Homes
1835 Three Kings, #65-9	1	1 BR Condo



City Council Staff Report

Subject: Park City Library Study Room Artwork Approval

Author: Chris Phinney

Department: Special Events

Date: December 12, 2024

Recommendation

Consider approving the acquisition of eight artworks (**Exhibit A**) for Park City Library Study Rooms per the Public Art Advisory Board (PAAB) [Policies](#), in a form approved by the City Attorney's Office.

Executive Summary

The PAAB recommends the acquisition of artwork (**Exhibit A**) for the Park City Library Study Rooms Project. On May 16, 2024 ([report](#) p. 23 / [minutes](#) p. 3), the City Council approved the [PAAB's Strategic Plan for 2024](#), which included the Park City Library Study Rooms Artwork initiative. We request City Council action under the acquisition section of the [PAAB Policies](#) (p. 6), which requires the City Council to review and approve all public art acquisitions.

Analysis

On August 29, we released a [Call for Artists](#) for Park City Library Study Rooms Artwork. The project focuses on acquiring artwork from local and regional artists for eight study rooms at the Park City Library. The project's theme included:

- Mountain Majesty Room;
- Nature Trails and Parks;
- Local Landmarks;
- Wildlife Encounters;
- Outdoor Adventure;
- Cultural Heritage;
- Historic Main Street; and
- Sunrise and Sunset Scenes.

We received 47 submissions. The submissions include artwork from a variety of artists: 11 local artists, 6 regionally from within the state, 2 from outside the state, and 2 youth artists. The PAAB reviewed all the artwork submissions at the regularly scheduled PAAB meeting on November 4, 2024. Scoring criteria, weighted equally:

- The proposal's clarity;
- Themes' alignment;
- Alignment with the PAAB's mission and vision; and
- Quality and artistic excellence.

The PAAB unanimously recommends approving the eight selections shown in **Exhibit A**.

Funding

Artist stipends are \$5,000 each, with a total budget of \$40,000. The project is funded by the Public Art CIP allocation and within the existing Public Art budget. This is not a 1% for Art project.

Exhibits

Exhibit A Recommended Artwork Proposals for the Library Study Room Project.

**Anna Leigh Moore— “Bonanza Winter”
Park City’s Palette, Library Study Rooms**

Exhibit “C”- Application Form 1.

Applicant Information: Name(s): Anna Leigh Moore

Date: 10/24/24

Mailing Address:

Telephone:

Email:

Website: <https://www.annaleighmoore.com>

2. Proposal: In 300 words or less, describe your proposal for the project. Explain how your design relates to the theme and scope of the project as outlined in this proposal

After a decade of living in Park City, I’ve cultivated a deep sense of place, rooted in the landscape of Wasatch. This is why I’ve created a painting celebrating Summit county’s hundreds of miles of public trails, and the majesty that surrounds us. Public lands create a sense of place for everyone, while fueling a culture of environmentalism and outdoor adventures.

My relationship to our public trails began in 2014 on Christmas Eve. It was a dull gray day, and I felt swallowed by the particular loneliness that only emerges around the holidays. I missed my family, and tried to come up with a good reason why I was thousands of miles away in a ski town where I knew nobody. After work, I decided to explore the Round Valley trail system for the first time.

After walking a few miles on the packed-snow, the low clouds lifted around the PC ridgeline. I finally remembered my “why” for moving here. To create my own life— shaped and inspired by the mountains. Even at my lowest, I couldn’t help but admire the grandeur of the natural world.

Many years later, those same trails continue to be the backdrop to the changing seasons, and the growth within. Whether it’s a heart pumping skate ski, or a side-by-side stroll with a friend, open spaces can give us space to be ourselves. A place to feel both tiny and a part of something bigger.

May this painting be a celebration of the joy and nourishment our community receives from nature. A gentle reminder, that when life is overwhelming, getting outside can be a great comfort. Inspired by a favorite vista along the Bonanza Loop Trail in Bonanza Flats, this piece honors Park City’s continued commitment to conservation and inclusive recreation.

3. Original Art:

Anna Leigh Moore—

[“Bonanza Winter”](#) (click for full size image)

Watercolor on Arches

(4'x5' when framed)



***A great fit for the rooms themed;**

1. Mountain Majesty Room
2. Nature Trails and Parks
3. Local Landmarks
5. Outdoor Adventure

4. Bio: Information and brief resume(s) on the Artist/Team.

Artists Bio

I'm a Park City based painter who finds inspiration in the wild lands of the West.

As an artist, my deepest joy comes from tracing the landscape with my physical body— and then immortalizing that experience in paint.

Sublime moments in nature inform my art, while the act of creating brings soul to every outdoor adventure.

My art honors the unique landscape of Utah— from snowy Wasatch peaks, to the sandstone cliffs of the south. Using a variety of mediums, I focus on the jagged line where the earth and sky meet.

I hope my paintings spark joy and wonder, calling you to explore the natural world around you.

Brief Resume

I'm a Utah-based painter who finds inspiration in the untamed lands of the West. My work explores both the eternal and fleeting aspects of the landscape, and how our experience shapes them.

ANNA
LEIGH
MOORE



Phone
814-316-1896

Email
annaleighmoo@gmail.com

Address
7771 Cedar Way.
Park City, UT 84098

Website
AnnaLeighMoore.com

 [@AnnaLeighMoo](https://www.instagram.com/AnnaLeighMoo)

AWARDS

Top 10 Finalist

New Western Talent.
Western Gallery, TX—2021

Cindy Matsumoto
Historic Preservation Award
Park City, UT—2019

EDUCATION

Ohio University
Athens, Ohio | May 2014 BFA
Journalism + Fine Art

Exhibitions and Shows

Kimball Art Festival Park City, UT	2019–2024
Miners9 Art Show Park City, UT	2024
Local Artists Exhibition, REI Millcreek, UT	2022
Create PC Park City, UT	2019–2023
New Western Talent, Western Gallery Austin, TX	2021

Public Art + Murals

CVMA Gondola Art Stroll Park City, UT	2023-2024
Mural, Roots Park City, UT	2023
Burns Chair Reimagined, Deer Valley Park City, UT	2023
EmPOWERment Utility Box Project Park City, UT	2018, 2023
Lead Muralist, My Dad's House, Burning Man Black Rock City, NV	2022-2023
Live Mural, Forum Fest Park City, UT	2023
Mural, Bonanza Art Park Park City, UT	2022
Art Planos for All Park City, UT	2022
Mural, WWF One Planet City Challenge Park City, UT	2021

PROFESSIONAL EXPERIENCE

Self-Employed Artist 2020-2024

- Passionate creative with a strong work ethic. I'm focused on continuing to grow my craft while creating strong local connections.

Manager and Instructor 2016-2021

The Paintmixer | Park City + Salt Lake City, UT

- Organized events, managed staff schedules and taught a variety of art classes.

5. Release, Waiver and Terms: By submitting an application, Artist/Team agrees to the following terms and conditions: If artwork is chosen, Artist will receive payment of \$5,000 for the use of the submitted artwork. If artwork is not chosen, Artist (1) will not receive any compensation and (2) is solely responsible for making arrangements to retrieve the original artwork no later than the last week of July; after that date, the artwork becomes the property of the City and may be destroyed. The Artist/Team warrant and represent that they are the sole legal owner of all right, title and interest in all artwork, and if chosen, have the full right and authority to enter the Purchase and Sale Agreement for Artwork and grant the rights set forth therein. The Artist/Team waives and releases the City and its officers, agents, and employees of, and from, any and all losses, damages, liability, or claims for damage to or destruction of the artwork while the artwork is in the City's custody. The Artist/Team understands and agrees that the City and its officers, agents, and employees are not responsible for reimbursement or replacement of lost, stolen, or damaged items. Proposals lacking the above-required information will not be considered.

1. Applicant Information:

Name(s): Elissa Sabbo

Date: 10/25/2024

Mailing Address:

City: Salt Lake City state: UT

Zip code: 84105 Telephone:

Email:

Website: not yet, Intagram: @Sabbotaje

2. Proposal: In 300 words or less, describe your proposal for the project. Explain how your design relates to the theme and scope of the project as outlined in this proposal:

I decided to apply for the Mountain Majesty Room with this painting called "Mountain Air" which shows a glacial lake and the flowers blooming on the mountain. I think there is nothing compared to the beauty of wildflower season in Park City. Hiking to Bloods and Lackawaxen Lake during those times is one of my favorite things to do.

3. Original Art: Artist/Team should submit one application and no more than one image as a single PDF. If an artist or artist team is submitting multiple entries, a separate application must be completed for each. All design and concept materials should be clearly labeled with the applicant's name and the title of the project.

4. Bio: Information and brief resume(s) on the Artist/Team. Send the application, proposal, and original art as a single PDF.

My name is Elissa Sabbö, I'm a Chilean American artist. I was born in a small town called Quintero in the fifth region of Valparaíso. I grew up surfing and swimming in the cold waters of the Pacific Ocean. Since I was a kid, I always felt a deep connection with nature.

I started painting at 4 years old and I won my first painting contest when I was 6, at that moment I knew I wanted to be an artist. I started exploring with clay, Play-Doh and butter at the age of 10 and I discovered a love for sculpting.

I was accepted to study Visual Arts at the Pontifical university of Valparaíso and in my first year I decided to become a professional sculptor, till I fell in love with Oil painting.

When freshman year was over, I got invited to spend the summer/ winter with my aunt in Park City, UT.

That was the first time I saw Snowed covered mountains and the Utah desert, it was such an inspiring encounter, it moved something inside me and made me comeback every winter after that.

When I finished college I moved to Utah to ski, hike, climb and enjoy the amazing nature, I've been working at different places like instructing at the Kimball Art Center and the Paint Mixer, I'm Part of CREATE PC gallery and this year I was part of the Kimball Art Festival and the Latino Art Festival, both amazing experiences.

5. Release, Waiver and Terms: By submitting an application, Artist/Team agrees to the following terms and conditions: If artwork is chosen, Artist will receive payment of \$5,000 for the use of the submitted artwork. If artwork is not chosen, Artist (1) will not receive any compensation and (2) is solely responsible for making arrangements to retrieve the original artwork no later than the last week of July; after that date, the artwork becomes the property of the City and may be destroyed. The Artist/Team warrant and represent that they are the sole legal owner of all right, title and interest in all artwork, and if chosen, have the full right and authority to enter the Purchase and Sale Agreement for Artwork and grant the rights set forth therein.

The Artist/Team waives and releases the City and its officers, agents, and employees of,

and from, any and all losses, damages, liability, or claims for damage to or destruction of the artwork while the artwork is in the City's custody. The Artist/Team understands and agrees that the City and its officers, agents, and employees are not responsible for reimbursement or replacement of lost, stolen, or damaged items



Mountain Air

Oil on canvas Elissa Sabbo 2024

60x40 in

Oil on canvas

Elissa Sabbo

2024

LANDSCAPE ART FOR PARK CITY LIBRARY STUDY ROOMS
KAREN MILLAR KENDALL
SUBMISSION #2

1. Applicant Information:

Name(s): Karen Millar Kendall

Date: 9/17/24

Address:

State: UT Zip code: 8098

Telephone:

Email:

Website: www.karenmillarkendallart.com

2. Proposal: In 300 words or less, describe your proposal for the project. Explain how your design relates to the theme and scope of the project as outlined in this proposal.

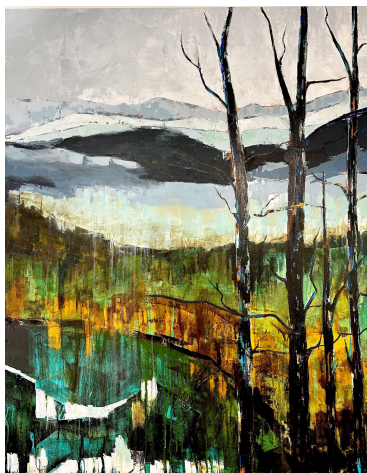
Park City Palette - Mountain Majesty

This original art piece is 60"h x 48"w framed in a black, wood float frame. Entitled "Just Dance"

I spend much of my life in the outdoors, especially around Park City and the Wasatch Mountains. I am forever inspired by the incredible beauty and awe inspiring views as I wander about; hiking, mountain biking, skiing. I always try to capture that awe in whatever I paint. I don't paint realism, I try to capture the essence of a place - to make the viewer feel something, or react emotionally to the color, the texture. I hope to create a sense of wonder. These landscapes should remind viewers of something that they connect to or an experience they've had in our outdoors.

This painting is capturing that place between seasons.... When the colors have changed, some of the trees have lost their leaves and there may be an early dusting of snow in the mountains. I see this a lot here - it's a Park City Thing.

3. Original Art:



4. Bio:

ARTIST BIO

Karen resides in Park City where her love for nature drives her life and her passions, and is reflected in her art. As an artist, Karen hopes to elicit a feeling or an emotion in viewers, whether it is through subject, or bold color. A painting should evoke a visceral response, drawing the viewer in, and inviting them to “take a journey” outside themselves - beauty is captured in a moment on canvas.

Karen enjoys bringing art to the community as a volunteer at various arts organizations, as a board member for the Park City Professional Artists Association, and (previously) for the Downtown Artists Collective in SLC. Sharing a love of art with people of all backgrounds, ages, and experience is a passion; seeing the spark of creativity and wonder come from a “blank canvas” is incredibly rewarding. Karen has commissioned paintings, sold at markets, exhibited at shows, and has donated work for fundraising events.

SHOWS and EXHIBITS

Kimball Arts Festival, Park City, Juried, 2024, 2023, 2022, 2021, 2018

Reno Tahoe International Art Show 2023

Salt Lake Community College, President’s Art Show, SLC, Juried, 2022

Utah Women Artists Exhibition, SLC, Juried, 2022, 2021

Summit County Winter Arts Showcase, Park City, Juried, 2022, 2019

Red Butte Gardens Spring Exhibition, SLC, Juried, 2024, 2022, 2019

PCAA Exhibition, Park City Library, 2021, 2018

In-situ/Ex-Situ Exhibition, Prospect Executive Suites, Park City, Juried, 2021

Creative Journeys, Kimball Art Center, Park City, Juried, Nov/Dec. 2019

A Collective Tapestry - Individual show with guest artist, Downtown Artist Collective, SLC, 2019

A Sense of Place - Prospect Executive Suites, Pop Up Gallery, Park City, Juried, 2019

Hidden Voices - Utah Valley University, Woodbury Art Museum, Juried, 2019

Dreamscapes - Kimball Art Center, Park City, 2018

Evolution - Downtown Artists Collective - 2 person exhibit, SLC, 2018

DAC Anniversary Exhibit, SLC, Oct. 2018, 2017

5. Release, Waiver and Terms:

By submitting an application, Artist/Team agrees to the following terms and conditions: If artwork is chosen, Artist will receive payment of \$5,000 for the use of the submitted artwork. If artwork is not chosen, Artist (1) will not receive any compensation and (2) is solely responsible for making arrangements to retrieve the original artwork no later than the last week of July; after that date, the artwork becomes the property of the City and may be destroyed. The Artist/Team warrant and represent that they are the sole legal owner of all right, title and interest in all artwork, and if chosen, have the full right and authority to enter the Purchase and Sale Agreement for Artwork and grant the rights set forth therein. The Artist/Team waives and releases the City and its officers, agents, and employees of, and from, any and all losses, damages, liability, or claims for damage to or destruction of the artwork while the artwork is in the City's custody.

The Artist/Team understands and agrees that the City and its officers, agents, and employees are not responsible for reimbursement or replacement of lost, stolen, or damaged items. Proposals lacking the above-required information will not be considered.

I agree to the Terms and Conditions. Karen Millar Kendall 9/17/24

APPLICATION FORM

1. Applicant Information:

Name(s): Libby Peterkort

Date: 10/25/24

Mailing Address:

Telephone:

Email:

Website: <https://utahmuralist.wordpress.com/>

2. Proposal:

“From Earth to Sky”

Acrylic and oil on canvas, 2024

48” x 60”

For my piece, I focused on the cultural heritage of Park City as it relates to our natural world. Our town is unique in that our heritage is inseparable from the mountains and their resources, more so than most other places in the country. This piece is a colorful, abstract expression of this relationship.

The Park City/Canyons ridgeline runs along the entire left side of the painting as a visual foundation for the piece.

At the bottom of the painting, I highlighted some of the oldest roots of Park City’s cultural heritage - a spring of native sagebrush, a honeybee, an ammonite fossil, a wishbone*, and an eagle feather, which is a symbol of spirituality, honor and strength for the Shoshone and Ute tribes who once fostered our land. (*The wishbone is a nod to the Wishbone heritage site discovered in Northern Utah where an ancient hearth was uncovered, containing duck wishbones and other artifacts).

A rendering of the Silver King mine and a prospector’s axe remind us of our long mining history. The railroad spike (“golden spike”) is an ode to the completion of the intercontinental railroad that occurred in Promontory Summit; a significant moment in both Utah and US history. The silhouette of the cowboys is an image from Robert Redford’s 1969 film “Butch Cassidy and the Sundance Kid” - a nod to the renowned Sundance film festival and its founder. Also related to our film history, the lines of abstract colorful squares are my artistic take on film reels.

The top of the painting features our native Indian paintbrush flowers, and a rendering of Alf Engen, the ski jumping legend who played a large role in popularizing skiing in the West, specifically in Utah.

3. Original Art:

Artist/Team should submit one application and no more than 10 images total. If the Artist/Team is submitting multiple designs, a separate application should be completed for each. All design/concept description materials should be labeled with the applicant’s name and project title. Selected original art will be digitized by an independent service provider. If submitting digitally, image resolution must be 300ppi or greater, and TIFF or EPS format.

4. Bio:

Libby is a multidisciplinary artist hailing from the great Midwest. She mostly creates textile work and custom paintings, but also dabbles in illustration, graphic design, interior design and the occasional sculptural project. Her favorite thing about making art is that it reminds her to accept imperfections and nourish the unexpected. Libby also has a small business, Wear the Wild, where she makes naturally dyed and printed bandanas and other textile accessories. She currently lives in Salt Lake City, Utah.

5. Release, Waiver and Terms:

By submitting an application, Artist/Team agrees to the following terms and conditions: If artwork is chosen, Artist/Team will receive payment of \$400 for the use of the submitted artwork. If artwork is not chosen, Artist/Team (1) will not receive any compensation and (2) is solely responsible for making arrangements to retrieve the original artwork no later than the week of July 10, 2023; after that date, the artwork becomes the property of the City and may be destroyed. The Artist/Team warrant and represent that they are the sole legal owner of all right, title and interest in all artwork, and if chosen, have the full right and authority to enter the Purchase and Sale Agreement for Artwork and grant the rights set forth therein.

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Proposals lacking the above-required information will not be considered.



FINAL PAINTING

Application for Park City's Palette

1. Linda McCausland
October 24, 2024

UT 84060

435-

Facebook: Art by Linda McCausland

2. My proposal is for an acrylic painting on paper titled "Along the Trail" that is a framed size of 4' x 5'. The painting depicts a local Park City trail in the fall. I feel it fits in the category Nature Trails and Parks. Park City is known for its skiing, mountain biking and hiking trails as well as being a beautiful setting. Park City has done a good job preserving open space and this trail is a good example. This trail is within the boundaries of Park City. I feel it is a calming landscape that would help someone to focus on their task. It would fit the space well and convey a sense of peace.
3. Along the Trail:



Biography:

A native of New York State, Linda entered the artistic field commercially by designing and marketing needlepoint kits. Following an early career in biochemistry she earned a degree in Commercial Art from the University of Cincinnati and studied classical oil painting and drawing at the Pennsylvania Academy of Fine Arts. Linda has participated in art exhibits in Park City, Midway, and Oakley, UT as well as the Thousand Island area of New York. She has exhibited at different venues in NJ and PA. She is a member of the Park City Professional Artists and volunteered with Art-Kids in Summit county for several years.

Linda and her family fell in love with Park City in the 1980s and eventually moved here in 2004. She served on the Park City Art Board for two terms, 2011-2014. She has been part of BrandedPC and CreatePC for several years.

2007 - Cover of local art school brochure in New York

2007 - 2008 two pieces of cover art for Park City Magazine, Things to do

2009 - Participated in Dogs of Bark City with the entry "A Dog for All Seasons" which had the highest bid of \$45,000. Two people bid and one dog can now be seen at the St. Regis Hotel in Deer Valley.

2014 - Her painting "Fall in Otter Creek" won "The People's Choice award" at the Thousand Island Art Center.

2016 - Solo exhibit at Red Butte Gardens, "Inside/Outside"

2018 - Solo exhibit at the Park City Library "Between Heart and Place" with 30 paintings

2023 - Participated in the Utility Box project, "Park City Empowerment"

Artist Statement:

I like to concentrate on the interaction of color. Whether I am painting landscapes, still-life, animals or people, I enjoy pushing the colors and textures in my art rather than portraying them exactly as they exist in reality. I find it is a relaxing way to express myself. I work in several media,, including oil, acrylic, pastel, encaustic and mixed media. I am inspired by the modern impressionists especially Wayne Thiebaud.

Exhibit "C" - Application Form

1. Applicant Information:

Name(s): Mark Maziarz

Date: 10/25/2024

_____ Mailing

Address:

City: Park City State: UT

Zip code: 84060 Telephone: _____

Ema mark@maziarz.com

Website: http://maziarz.com

2. Proposal: In 300 words or less, describe your proposal for the project. Explain how your design relates to the theme and scope of the project as outlined in this proposal

3. Original Art: Artist/Team should submit one application and no more than one image as a single PDF. If an artist or artist team is submitting multiple entries, a separate application must be completed for each. All design and concept materials should be clearly labeled with the applicant's name and the title of the project.

4. Bio: Information and brief resume(s) on the Artist/Team. Send the application, proposal, and original art as a single PDF.

5. Release, Waiver and Terms: By submitting an application, Artist/Team agrees to the following terms and conditions: If artwork is chosen, Artist will receive payment of \$5,000 for the use of the submitted artwork. If artwork is not chosen, Artist (1) will not receive any compensation and (2) is solely responsible for making arrangements to retrieve the original artwork no later than the last week of July; after that date, the artwork becomes the property of the City and may be destroyed. The Artist/Team warrant and represent that they are the sole legal owner of all right, title and interest in all artwork, and if chosen, have the full right and authority to enter the Purchase and Sale Agreement for Artwork and grant the rights set forth therein.

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Proposals lacking the above-required information will not be considered.

Mark Maziarz

“Clearing Storm on Historic Main Street, Park City”

Project Description
Theme: “Historic Main Street”

As a photographer, my predominant goal is to capture a feeling or emotion in a still image. For the library study room art project, I propose one of my favorite summertime photographs of Park City’s iconic Main Street. This signed photograph shows a bustling Main Street at dusk, right after a quick rain shower blew through Old Town. The Main Street Trolley is front and center and there are dozens of people window-shopping, walking off a great meal, and simply enjoying all that Main Street has to offer.

When I view this photograph, I get transported to the feeling I get when we’re on vacation, even though we live here in Park City. It’s a feeling of calm, of satisfaction, of enjoying the people I’m with. It’s also a feeling of having the world laid out in front of you and endless possibility, mostly due to the clarity of mind one gets from not thinking of all the things on your to-do list. And that’s because we’re on vacation. It’s one of my favorite aspects of living in Park City. We get to live in a place treasured by millions of people as a prime vacation spot.

My proposal is to print this photograph on a 58” wide by 46” tall canvas and frame it in a nice quality, but simple, black wood float frame. The finished dimensions of the piece with the frame are 59.5” wide by 47.5” tall. The framing would be done by a Utah-based company that I have used for scores of similarly-sized pieces. I have done many large scale commercial and public art installations, including the large upshot of fall aspen trees used by the Park City Friends of the Library as a fund-raiser on the main floor of the Park City Library.

Mark Maziarz

“Clearing Storm on Historic Main Street, Park City”

Artist Bio

Mark Maziarz is an internationally published and collected commercial, editorial and fine art photographer. His photographic specialties have evolved from extreme sports to tranquil Park City scenics to portraits made on a hand-built camera with a Civil War-era lens as well as recent fine art projects involving very high resolution photographs of antique sports equipment and very low-resolution photographs of ethereal bands of color.

Mark has a BA in Economics from Northwestern University. He was born and raised in the Chicago area and moved to Park City in 1989. Along with his wife Mary Beth, they own a handful of quirky properties around northern Utah.

He enjoys skiing, hiking, mountain biking, making cool things and hanging out with his wife and 2 kids as much as possible.

Artist Statement

Is a photograph taken or made? Does life present memorable images to us, or do we create them in the dreamy spaces of our mind?

In *Dreamy: Park City*, you're invited into a dreamworld of foggy lift rides, stormy town scenes, shadowy paths, undulating snow scapes...liminal places between trees and breaths and hours.

For me these offer a mood, a state of mind, perhaps especially because they are unaltered visuals — moments untouched by the ubiquitous hand of photoshop, CGI, or other methods of ‘perfecting’ images.

Like these real moments, in the real place of home, that is my arcadia.

Hopefully it's yours too.

Mark Maziarz

“Clearing Storm on Historic Main Street, Park City”

Proposed Photograph

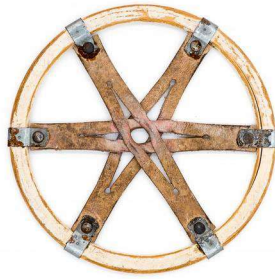
Title: “Clearing Storm on Historic Main Street, Park City”

Medium: inkjet photograph on canvas

Canvas size: 58” wide by 46” tall

Finished size in black wood float frame: 59.6” wide by 47.5” tall





Mark Maziarz, (b. 1967, Chicago, Illinois)
art.maziarz.com | 435 649 0002

Exhibitions

2019-20, "1401", selected group exhibition, Kimball Art Center
2019, 95nd Annual Utah Spring Salon, selected group exhibition, Springville Museum of Art, Springville, Utah
2018-19, "Dreamscapes", selected group exhibition, Kimball Art Center
2017 & 2016, Celebration of the Arts, selected group exhibition, Red Cliff Ranch, Heber City, Utah
2016, 92nd Annual Utah Spring Salon, selected group exhibition, Springville Museum of Art, Springville, Utah
2013-15, selected group exhibition, Cardiology Wing, University of Utah Hospital Foundation
2013, 89th Annual Utah Spring Salon, selected group exhibition, Springville Museum of Art, Springville, Utah
2012-13, "geolines", solo exhibition, Kimball Art Center, Park City, Utah
2010 & 2011, Members' Pin Up Show, group exhibition, Kimball Art Center, Park City, Utah

Bibliography

"Ski Pole Basket", 92nd Annual Utah Spring Salon, exhibition catalog, Springville Museum of Art, 2016, page 77
Author, "Park City: A Portrait", Rickmark Publishing, 2015
Shutterbug Magazine, February 2013, cover and article

Teaching

2015-present, guest instructor, Destination Services Corporation, Montage Hotel, Deer Valley, Utah
2008-2018, 2024, instructor, Kimball Art Center, Park City, Utah
2017, guest instructor, Victory Ranch, Utah

Related Projects

2012-2019, Founder and Executive Director, Art Pianos For All, A local non-profit group seeking to bring back the piano as a centerpiece of music, community, art and fun in Park City and Summit County, Utah. Artist decorated pianos are placed in public areas to be played and enjoyed by all.

PO Box 1806
Park City, Utah 84060
435 649 0002
mark@maziarz.com



Sample mock-up
at approximate scale
in a study room

Application Form
Landscape Art for Park City Library Study Rooms Call for Artists: Park City's Palette

Name(s): Sarah Elder

Date: 10-24-2024

Mailing Address: _____

City: Park City **State:** UT **Zip code:** 84060

Telephone: _____

Email: _____

Website: www.sarahelder.art, www.instagram.com/asunrisediary

2. Proposal:

RISE is a digital artwork inspired by Park City's iconic hot air balloons and its stunning natural landscapes. The artwork reflects the theme of transformation through nature and light, with 51 unique Park City sunrise images from 2024 woven into the balloons and mountain backdrop. Hot air balloons are a frequent sight in Park City, symbolizing adventure, exploration, and a connection to the environment. This piece combines the natural beauty of the region's mountains with a dynamic sense of movement and energy, inviting viewers to experience the tranquility and wonder of a sunrise over Park City. Printed on fine art paper and framed with a 1" white wood frame, *RISE* is 46" x 68" and protected by museum-quality glass. The soft, vibrant hues of pink, orange, and purple evoke the tranquility of dawn while celebrating the natural beauty of Park City's palette. The artwork is designed to enhance the study rooms by creating a calming yet invigorating atmosphere that bridges the connection between indoor spaces and the outdoor world.

This piece aligns with the project's goals by transforming the space with a reminder of Park City's unique charm and adventure. The dynamic movement of the balloons and the warm, glowing light encourage reflection and inspiration, making *RISE* a perfect addition to the Library's collection.

3. Original Art:





4. Bio:

Sarah Elder is a multidisciplinary artist based in Park City, Utah, whose work blends photography, painting, and mixed media. A self-described “morning person,” many of her pieces are inspired by the stunning sunrises over the local mountains. Sarah’s work was recently featured in Park City’s *EMPOWERMENT* public art project, part of a city-wide initiative to promote local artists. Her art often draws from natural textures and elements, bringing the beauty of the outdoors into vibrant, mixed-media compositions that reflect the spirit of adventure and optimism.

5. Release, Waiver and Terms:

By submitting an application, Artist/Team agrees to the following terms and conditions: If artwork is chosen, Artist will receive payment of \$5,000 for the use of the submitted artwork. If artwork is not chosen, Artist (1) will not receive any compensation and (2) is solely responsible for making arrangements to retrieve the original artwork no later than the last week of July; after that date, the artwork becomes the property of the City and may be destroyed. The Artist/Team warrant and represent that they are the sole legal owner of all right, title and interest in all artwork, and if chosen, have the full right and authority to enter the Purchase and Sale Agreement for Artwork and grant the rights set forth therein. The Artist/Team waives and releases the City and its officers, agents, and employees of, and from, any and all losses, damages, liability, or claims for damage to or destruction of the artwork while the artwork is in the City’s custody. The Artist/Team understands and agrees that the City and its officers, agents, and employees are not responsible for reimbursement or replacement of lost, stolen, or damaged items.

Signature: 

Trevor dahl

Application Date:
October 7th, 2024

PARK CITY'S PALETTE

Landscape Art for Park City Library Study Rooms

Category: Local Landmarks / Mountain Majesty



EAST CANYON

Trevor Dahl

44 x36"

Oil on canvas

2023

PROPOSAL

This large painting, *East Canyon*, was painted in the plein-air technique, looking Southwest from Big Mountain Summit on a brisk fall day of 2023. For years, I've kept a frequent practice of plein-air drawing with oil pastels, and this painting marked a transition my technique to a larger scale, with oil paint. The result is a vibrant depiction of the Wasatch in fall, utilizing expressive brushstrokes and interpretative textures. I feel that this painting could be a great fit for the collection at the Park City Public Library, as it depicts a majestic view of local mountains, and is done in a contemporary, unique style.

ARTIST BIO

Trevor Dahl (b. 1995 Redding, CA; lives and works in Salt Lake City, UT): Trevor spent his youth in over 10 cities throughout the United States. He studied fine arts at Utah State University with a scholarship for academic excellence with a concentration in Fine Arts. He moved on from the school early to pursue an art practice on his terms. After years of working in carpentry, graphic design, and elementary education, his work is quickly gaining traction as he has been immersed in a full-time freelance art practice. Trevor's vast portfolio contains a multitude of mediums: painting; public art; murals; drawing; design; music, and animation.

The visceral, playful images he generates are archetypes made from his internal world of emotions that often find their form in his vivid and transformative dreams. All the subjects and matter in his work fall into the realm of archetypes. Trevor's artwork has a sincere, serious humor. He creates a guide through his psyche as an offering to the collective (un)conscious with the hope viewers may discover their own deeper journeys.

Trevor continues to work in private and public spaces. He has a deeply held purpose to provide opportunities for the arts at large, often through community events and DIY art spaces open to the public. He is the recipient of many public and privately funded grants and commissions. His work can be found in private collections and public spaces throughout Salt Lake City; films, and projects sponsored by well-regarded companies and brands. These include the Utah Jung Society, Spy Hop, Fice Gallery, and the Salt Lake City Arts Council.

When interviewed by the SLC Department of Sustainability, Trevor stated, "as a painter and illustrator, I find the greatest fulfillment when I create artwork that is both beautiful and whimsical. In a world rich with beauty and terror, I try to acknowledge these aspects of reality while still holding space for the playful and the goofy. Throughout all the struggles humankind faces each day on a personal and planetary level, sometimes stopping and laughing at something totally silly is the best type of medicine. With my work, I hope to carry that energy forward and share meaningful messages in a way that appeals to all ages and could invoke a smile on anyone."

Trevor Dahl (b. 1995, Northern California, lives and works in Salt Lake City, UT) is a self-taught painter, muralist, and illustrator devoted to exploring the convergence between his inner and outer worlds. Painting and other creative techniques serve as an honest rendering of his psyche, materializing spiritually-charged images that are simultaneously playful, visceral, contemplative, and absurd. Guiding viewers with a tender vulnerability, Trevor's work invites them to navigate their own imaginations and find freedom to coexist with and accept reality around them.

EDUCATION

Utah State University | Associate of the Arts

Dean's Academic Scholarship

Logan, UT | 2013-2015

SELECT EXHIBITIONS

2024

The Mural Fest - South Salt Lake City, UT [PRESS](#)

Jung Society Season Finale: "Metamorphosis" - UMOCA, Salt Lake City, UT

Featured visual artist

SLC Artists - Edison House, Salt Lake City, UT

Trevor Dahl & VITA - Fice Gallery, Salt Lake City, UT [PRESS](#)

Indigenous Fashion Show Benefit - Material Gallery, Salt Lake City, UT

Artists of Utah's 35x35: The Zillennial Edition - Finch Lane Gallery, Salt Lake City, UT [PRESS](#)

Highlighting 35 Utah artists under the age of 35

Love Letters to the West Side - Mestizo Institute of Culture & Arts, Salt Lake City, UT

Edges & Curves - Urban Arts Gallery, Salt Lake City, UT

2023

FRIENDS of Great Salt Lake for the Alfred Lambourne Arts Program - Salt Lake City, UT

Works on Paper - The Odd Star Gallery, Salt Lake City, UT

Common Autonomy - The Odd Star Gallery, Salt Lake City, UT

Edison House Art Walk - Edison House, Salt Lake City, UT

Sex, Gender, & Sexuality - Glitter Armada, Salt Lake City, UT

Element 11 - Stargazer Ranch, Park Valley, UT

Building Man - Jenkstar Ranch, Green River, UT

Save Our Great Salt Lake - 2006 Space Oddity Gallery, Salt Lake City, UT

2022

Inagural Group Exhibition - 2006 Space Oddity Gallery, Salt Lake City, UT

Central Station Mural Jam - Tres Ximeneies Park, Barcelona, Spain

SELECT PROJECTS

South Jordan City Hall Crosswalk Murals - *The City of South Jordan (2024)*

(2) 150 sq/ft crosswalk murals in the South Jordan Towne Center area

South Salt Lake Mural Festival - *The City of South Salt Lake (2024)*

900 sq/ft mural painted along the UTA S-train line in Sugarhouse, SLC.

Discovery Gateway Children's Museum - *Art Classes (2024)*

6 weeks of art class & curriculum design for children ages 4-10, focusing on imagination and dreams. Classes entail drawing, painting, and sculpture.

The BLOCKS Open Streets Mural - *Salt Lake City's Growth (2023)*

200 sq/ft freestyle doodle mural in the heart of SLC's downtown (Main & 260 S)

KRCL Radio 90.9 FM Mural - *The Great & Wondrous Salt Lake (2023)*

2,000 sq/ft freestyle doodle mural on the radio station's headquarters office building.

The Odd Star - *Creative Direction / Production Management (2022 - 2024)*

Coordinating and curating art installations and immersive community experiences in a 70,000 sq/ft arts warehouse in the heart of Guadalupe neighborhood, SLC.

Salt Lake City Garbage Truck Wrap Illustrations - *Salt Lake Department of Sustainability (2022)*

Two 4x13' vinyl wrap illustrations for new trash collection trucks in SLC, UT. [PRESS](#)

Spy Hop Murals - *Kahlert Youth Media Arts Center (2021)*

Extensive murals, design & branding for new Arts Center in Central 9th neighborhood, SLC. [PRESS](#)

Thrive 125 Utah Statehood Animation - *Utah Department of Museum & Arts (2020)*

6-minute educational animation annually distributed to public schools statewide. [PRESS](#)

Weekly Figure Drawing Sessions - *Salt Lake Drawing Club (ongoing)*

Weekly hosting of academic-style figure drawing sessions at Clubhouse SLC. Includes leading critiques, technique demonstrations, and promotional efforts.

GRANTS & AWARDS

Wake the Great Salt Lake (Upcoming) - *Salt Lake City Arts Council / Bloomberg Philanthropies (2025)*

2,000 sq/ft mural in SLC highlighting the impending dry lakebed environmental crisis

Salt Lake City Department of Public Art - *(2019-2024)*

Pre-Qualified Artist Pool for city-funded public art projects

Eccles Art Center Plein Air Competition - *3rd Place (2023)*

Element 11: Psychological Drawing Workshops - *(2023)*

Funding awarded for drawing workshops with live piano and speaking from Jungian coach Jared Ray Gilmore.

Trevor dahl

trevor@goodhappystuff.com
goodhappystuff.com

ARTIST INFORMATION

Trevor Dahl

trevor@goodhappystuff.com
goodhappystuff.com

City Council Staff Report



Subject: Accessory Uses in
Master Planned Developments
Author: Rebecca Ward, Planning Director
Date: December 12, 2024
Type of Item: Legislative – Land Management Code Amendments

Recommendation

- (I) Review the amended pending ordinance outlining Land Management Code amendments regarding Accessory Uses in Master Planned Developments unanimously recommended by the Planning Commission on November 13, 2024.
- (II) Consider the recommendations of the Accessory Uses in Master Planned Developments Task Force.
- (III) Open a public hearing.
- (IV) Consider approving Ordinance No. 2024-21 as recommended by the Planning Commission or as amended by the City Council.

Background

Through the review of several Master Planned Developments (MPDs), the Planning Commission recognized an opportunity to propose updates to the Land Management Code (LMC) to provide more clarity regarding Accessory Uses—Support Commercial and Meeting Spaces, Residential Accessory Uses, and Resort Accessory Uses—that may be requested within MPDs.

Support Commercial and Meeting Spaces – A specific challenge was identified, such as that applicants could automatically include 5% of the total square footage for Support Commercial and 5% for Meeting Spaces, for a total of 10% of the project area, without including these uses in their calculations; for the employees generated for affordable housing or evaluating whether these uses would be limited to those already on site, or may attract users from off site, and whether or not traffic and parking were adequately evaluated and mitigated.

Residential Accessory Uses – Spas and fitness centers designed to serve residents were identified as an area in need of additional clarity, such that applicants proposing Residential Accessory Uses included features intended for buildings that operated like a Hotel but were operated as a residential project that allows for Nightly Rentals. As a result, some uses were opened to the public over time as standalone uses without considering the employees generated or traffic and parking evaluations.

Resort Accessory Uses – Applicants can submit a building permit for broadly defined terms like “instruction facilities” that may generate employees, traffic, and parking, but without Planning Commission review or mitigation.

Resort Support Commercial Uses – These Uses are not addressed in the MPD regulations but as a Use in Zoning Districts. In the General Commercial and Light Industrial Zoning District, an applicant can submit a building permit to construct these uses for up to 10,000 square feet without Planning Commission review of employees generated, traffic, or parking. Additionally, in most Zoning Districts, these uses were tied to an approved resort MPD through a footnote. This footnote was not included in the General Commercial, Light Industrial, or Recreation and Open Space Zoning District.

2022/2023 Planning Commission Review and Recommendation

After researching and reviewing the LMC evolution regarding Accessory Uses within MPDs, researching and interviewing ten comparable resort communities for input on Accessory Use regulations for large-scale development, and conducting two work sessions and a public hearing, the Planning Commission unanimously forwarded a positive recommendation to the City Council to update LMC [Section 15-6-8](#):

Update Support Commercial and Meeting Space Accessory Uses

- Update the 5% of project square footage bonus for Support Commercial to establish a maximum 5,000-square-foot cap.
- Prohibit Conventional Chain Businesses within Support Commercial uses.
- Shift the 5% Meeting Space bonus to a use within an MPD to capture traffic, parking, and employees generated for affordable housing obligations.
- Reinstate signage and size restrictions that were removed from the code in the early 2000s for uses intended to serve those already on-site rather than draw users from off-site:
 - Limit signage to interior spaces.
 - Limit marketing to primary uses on site.

Refine Residential Accessory Uses

- Refine Residential Accessory Uses to functional spaces and define those spaces.
- Add Child Care Facilities to incentivize these.
- Add Enclosed Bicycle Storage that exceeds the requirements of the LMC to incentivize this.

Clarify Resort Accessory Uses

- Require Planning Commission review for Resort Accessory Uses.
- Capture affordable housing obligations for employees generated for uses.
- Capture parking and traffic impacts.
- Refine the list and remove terms like “instruction facilities” that could be broadly interpreted.
- Add employee and public Child Care Facilities to the list to incentivize these.

Additionally, the recommendation addressed Resort Support Commercial, which is not an Accessory Use within an MPD but rather a use established in most Zoning Districts:

Resort Support Commercial

- Shift Resort Support Commercial from an Allowed Use, which means developers submit a building permit to initiate the project to a Conditional Use to require Planning Commission review.
- Tie Resort Support Commercial to an approved MPD in all Zoning Districts, including the Recreation and Open Space Zoning District.
- Remove a duplicative definition.

(April 12, 2023 Planning Commission [Packet](#), Item 6.F; [Minutes](#), p. 18)

2023 City Council Review

The City Council reviewed the recommended amendments on April 27, 2023, June 12, 2023, August 22, 2023, and September 28, 2023. On September 28, 2023, the City Council denied the new ordinance and a majority requested a task force to review the proposed amendments and address the following questions:

- (1) What is the purpose of the amendments?
- (2) What are the financial implications?
- (3) What type of development do the amendments incentivize/disincentivize?
- (4) What is the purpose of the footnote connecting Resort Support Commercial to an approved Master Planned Development? ([Minutes](#), p. 7)

Accessory Uses in Master Planned Developments Task Force

The Mayor formed an eight-member task force:

- Alexandra Horst, Vail Resorts
- Doug Clyde, private planner in ski resort operation and development
- Brianna Callaway, local resident with Google Fiber
- Molly Wilden, Lisman Studio
- Chris Conabee, Summit County Planning Commissioner and local developer
- Jan Wilking, former Park City Councilmember and commercial real estate broker
- Gary Crandall, local resident and real estate developer
- Rick Shand, Planning Commission liaison

The Task Force met on December 7, 2023, January 18, 2024, February 22, 2024, and April 3, 2024, and drafted a memo outlining their responses to the Planning Commission's recommendations and the City Council's four questions (Exhibit B).

The Task Force recommended leaving the LMC as is. It concluded the Planning Commission's recommendation would result in increased traffic and potential devaluation of the resort guest experience. However, the Task Force recognized the need to amend the LMC to clarify affordable housing requirements and allow Child Care Facilities and Enclosed Bicycle Storage as a bonus for MPDs, as recommended by the Planning Commission.

2024 Planning Commission Review and Recommendation

On July 10, 2024, the Task Force memo was provided to the Planning Commission ([Packet](#), Item 3.B; [Minutes](#), p. 3).

On July 11, 2024, the City Council requested a pending ordinance regarding Accessory Uses in MPDs to establish six months for further review and discussion and requested the Planning Commission review the Task Force recommendations for City Council consideration ([Minutes](#), p. 4). On July 12, 2024, a [pending ordinance was issued using](#) the original amendments recommended by the Planning Commission. The pending ordinance expires on January 8, 2025.

On August 14, 2024, September 11, 2024, and November 13, 2024, the Planning Commission reviewed the pending ordinance and Task Force recommendations and conducted public hearings. See the staff reports, exhibits, and minutes linked below:

- August 14, 2024 [Packet](#), Item 6.E; [Minutes](#), p. 33
- September 11, 2024 [Packet](#), Item 6.E; [Minutes](#), p. 43
- November 13, 2024 [Packet](#), Item 5.G; [Audio](#)

On November 4, 2024, the Task Force submitted an updated memo for Commission review (Exhibit C).

On November 13, 2024, the Planning Commission incorporated some of the Task Force recommendations and updated the MPD Findings of Fact and Conclusions of Law, as well as Development Agreement requirements, to address project operations and enforcement, and unanimously forwarded a positive recommendation to amend the pending ordinance as follows:

- Distinguish Hotels, Hotel Condominiums, and Nightly Rental Condominiums (Residential Condominium Projects that may allow Nightly Rentals but are not operated like a Hotel or Hotel Condominium).
- Update MPD Findings of Fact and Conclusions of Law and Development Agreement requirements to improve long-term enforcement.
- Remove the recommended 5,000-square-foot cap on Support Commercial and keep the 5% allowance for Support Commercial and 5% allowance for Meeting Spaces.
- Remove the footnote for Resort Support Commercial Uses and require a Conditional Use Permit in the Zoning Districts where Resort Support Commercial Uses are allowed.

Please see the Analysis Section below for a detailed summary of the amended pending ordinance (Exhibit A).

Analysis

- (I) The amended pending ordinance removes the footnote in the Recreation and Open Space Zoning District that required Resort Support Commercial Uses to be limited to those outlined in an approved MPD.**

Resort Support Commercial Uses are defined as those clearly incidental to, and customarily found in connection with, the principal building or use, and that is operated and maintained for the benefit and convenience of the owners, occupants, employees, customers, or visitors to the principle use or building.¹

The original recommended LMC amendments required Resort Support Commercial Uses to be tied to an approved MPD. An approved MPD requires a Development Agreement and legal description, which becomes like an umbrella over property that governs future development. The Planning Commission's initial recommendation included a footnote requiring Resort Support Commercial Uses in the Recreation and Open Space Zoning District to be reviewed as a modification to the MPD.

The Task Force recommended removing the footnote and felt that a Conditional Use review by the Planning Commission was adequate, meaning applicants could propose new development within the MPD umbrella beyond what was initially approved. The Planning Commission supported this recommendation but requested improvements to long-term MPD operations and enforcement, described below. As a result, the footnote connecting Resort Support Commercial Uses to an approved MPD in the Recreation and Open Space Zoning District has been removed from the amended pending ordinance.

- (II) Lines 2 – 195 of the amended pending ordinance shift Resort Support Commercial Uses to Conditional Uses in the General Commercial and Light Industrial Zoning Districts.**

Resort Support Commercial Uses in the General Commercial and Light Industrial Zoning District are Allowed Uses, meaning applicants need only submit a building permit to construct up to 10,000 square feet without Planning Commission review of criteria like mass, bulk, orientation and neighborhood compatibility, open space, control of delivery and service vehicles, sensitive lands, employees generated, or traffic.

The Planning Commission recommends shifting Resort Support Commercial Uses to a Conditional Use in the General Commercial and Light Industrial Zoning Districts, and the task force supports Conditional Use review for Resort Support Commercial Uses.

- (III) Lines 250 and 368 update the requirements for an MPD Development Agreement and Planning Commission Findings of Fact – applicants will be required to outline long-term operation of the project.**

¹ LMC [Section 15-15-1](#)

One of the challenges for MPD review is the distinction between a Residential Condominium Project that may allow for some units to operate as Nightly Rentals and one intended to be operated as a Hotel or Hotel Condominium. The Planning Commission recommends updates to define terms described in Section V below.

To clarify the type of project under review, the Planning Commission recommends updating the MPD application form to require applicants to identify whether they are proposing a project that will be operated as a Hotel or Hotel Condominium or whether the project will be operated as a Residential Condominium Project. This clarification will address whether projects qualify for Support Commercial and Meeting Space square footage allowances that will serve guests on site rather than draw guests from off site.

Line 250 requires the long-term operation of the project to be included in the Development Agreement and Line 368 adds an MPD finding of fact to show that applicants have demonstrated the long-term operation plan for the project.

(IV) Lines 378-483 update Support Commercial, Residential Accessory Uses, and Resort Accessory Uses.

While the Task Force recognizes the need to capture employees generated through accessory uses for affordable housing obligations, they recommend the City Council leave the Support Commercial, Residential Accessory Uses, and Resort Accessory Uses as they are.

The Planning Commission incorporated some of the task force's recommendations:

- The amended pending ordinance removes the 5,000-square-foot cap on Support Commercial and leaves the 5% allowance.
- The amended pending ordinance leaves the 5% allowance for Meeting Spaces, which can be used as Support Commercial if not used for Meeting Spaces.

However, the Planning Commission recommends refining the lists for each Accessory Use:

- **Support Commercial Uses** – Conventional Chain Businesses are prohibited, signage is limited to interior spaces, marketing is limited to primary uses, and employees generated must be calculated in affordable housing obligations.
- **Residential Accessory Uses** – limited to mechanical spaces, hallways and circulation, and laundry and employee facilities, Child Care Facilities and Enclosed Bicycle Storage are added to incentivize these uses.
- **Resort Accessory Uses** – employees generated, parking, and traffic must be considered and addressed, broadly defined terms like “instructional facilities” are removed, and Planning Commission review is required.

(V) Lines 484-513 update defined terms in the LMC.

- *Resort Support Commercial Use* is defined twice in LMC Section 15-15-1. Lines

486-489 remove a duplicative definition.

- *Hotel/Motel* is updated to include *Hotel Condominium* and to remove reference to a *Nightly Rental Condominium*, a term that is otherwise not defined.
- *Residential Condominium Project* is defined in lines 504-505 to distinguish residential uses from Hotel and Hotel Condominium Uses.
- *Residential Use* is updated to remove reference to support commercial uses in lines 507-512.

Exhibits

A: Draft Amended Pending Ordinance

B: Task Force Recommendations, May 22, 2024

C: Task Force Recommendations, November 4, 2024

Ordinance No. 2024-21

AN ORDINANCE AMENDING RESORT SUPPORT COMMERCIAL IN LAND MANAGEMENT CODE SECTIONS 15-2.18-2 *USES FOR THE GENERAL COMMERCIAL* AND 15-2.19-2 *USES FOR THE LIGHT INDUSTRIAL ZONING DISTRICTS*, AND AMENDING ACCESSORY USES IN MASTER PLANNED DEVELOPMENTS IN SECTION 15-6-4(I) *DEVELOPMENT AGREEMENTS*, SECTION 15-6-6 *REQUIRED FINDINGS AND CONCLUSIONS OF LAW*, SECTION 15-6-8 *UNIT EQUIVALENTS*, AND SECTION 15-15-1 *DEFINITIONS*

WHEREAS, the Land Management Code implements the goals and policies of the General Plan in part to protect and enhance the vitality of the City's resort-based economy, the overall quality of life, the historic character, and the unique mountain town community;

WHEREAS, the Land Management Code promotes the general health, safety, and welfare of the present and future inhabitants, businesses, and visitors of the City;

WHEREAS, the Land Management Code outlines allowances for Support Commercial Uses and exempts certain Residential and Resort Accessory Uses from counting toward the total Unit Equivalents within a Master Planned Development; these Accessory Uses are intended to provide services and support uses for patrons, employees, and residents within the development, and not for the general public;

WHEREAS, the Accessory Use exemptions from Unit Equivalents presents challenges for Master Planned Development review because they may result in increased mass and bulk of a project and over time, and uses intended for patrons, employees, and residents on site may be opened to the general public without mitigating impacts like increased traffic and parking, and without contributing to affordable housing obligations;

WHEREAS, on July 12, 2024, staff publicly noticed this Pending Ordinance to initiate this process and on August 14, 2024, the Planning Commission conducted the first public hearing;

WHEREAS, on August 14, 2024, September 11, 2024, and November 13, 2024, the Planning Commission conducted public hearings on the proposed amendments;

WHEREAS, on December 12, 2024, the City Council conducted a public hearing on the proposed amendments.

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

SECTION 1. AMEND MUNICIPAL CODE OF PARK CITY TITLE 15 LAND MANAGEMENT CODE. The recitals are incorporated herein as findings of fact.

Municipal Code of Park City Title 15 Land Management Code Section 15-2.18-2 *Uses* for the General Commercial, Section 15-2.19-2 *Uses* for the Light Industrial Zoning District, Section 15-6-4(l) *Development Agreements* for Master Planned Developments, Section 15-6-6 *Required Findings and Conclusions of Law* for Master Planned Developments, Section 15-6-8 *Unit Equivalents* for Master Planned Developments, and Section 15-15-1 *Definitions* are hereby amended as outlined in Attachment 1.

SECTION 2. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED THIS 12th day of December 2024.

PARK CITY MUNICIPAL CORPORATION

Nann Worel, Mayor

Attest:

City Recorder

Approved as to form:

City Attorney's Office

Attachment 1

15-2.18-2 Uses

Uses in the GC District are limited to the following:

A. ALLOWED USES.

1. Secondary Living Quarters
2. Lockout Unit¹
3. Accessory Apartment²
4. Nightly Rental
5. Home Occupation
6. Child Care, In-Home Babysitting³
7. Child Care, Family³
8. Child Care, Family Group³
9. Child Care Center³
10. Accessory Building and Use
11. Conservation Activity
12. Agriculture
13. Plant and Nursery Stock production and sales
14. Bed and Breakfast Inn
15. Boarding House, Hostel
16. Hotel, Minor
17. Hotel, Major
18. Office, General
19. Office, Moderate Intensive
20. Office, Intensive

- 25 21. Office and Clinic, Medical and Veterinary Clinic
- 26 22. Financial Institution without a drive-up window
- 27 23. ~~[Commercial, Resort Support]~~
- 28 24. Retail and Service Commercial, Minor
- 29 25. Retail and Service Commercial, Personal Improvement
- 30 26. Retail and Service Commercial, Major
- 31 27. Cafe or Deli
- 32 28. Restaurant, General
- 33 29. Hospital, Limited Care Facility
- 34 30. Parking Area or Structure with four (4) or fewer spaces
- 35 31. Parking Area or Structure with five (5) or more spaces
- 36 32. Food Truck Location¹⁰

37 B. **CONDITIONAL USES.**

- 38 1. Single Family Dwelling
- 39 2. Duplex Dwelling
- 40 3. Triplex Dwelling
- 41 4. Multi-Unit Dwelling
- 42 5. Group Care Facility
- 43 6. Public and Quasi-Public Institution, Church, and School
- 44 7. Essential Municipal Public Utility Use, Facility, Service, and Structure
- 45 8. Telecommunication Antenna⁴
- 46 9. Satellite Dish Antenna, greater than thirty-nine inches (39") in diameter⁵
- 47 10. Timeshare Project and Conversion

48	11. Timeshare Sales Office, off-site within an enclosed Building
49	12. Private Residence Club Project and Conversion ⁸
50	13. Financial Institution with a Drive-up Window ⁶
51	14. Retail and Service Commercial with Outdoor Storage
52	15. Retail and Service Commercial, Auto Related
53	16. Transportation Service
54	17. Retail Drive-Up Window ⁶
55	18. Gasoline Service Station
56	19. Restaurant and Cafe, Outdoor Dining ⁷
57	20. Restaurant, Drive-up Window ⁶
58	21. Outdoor Event ⁷
59	22. Bar
60	23. Sexually Oriented Businesses ⁸
61	24. Hospital, General
62	25. Light Industrial Manufacturing and Assembly
63	26. Temporary Improvement ⁷
64	27. Passenger Tramway and Ski Base Facility
65	28. Ski tow rope, ski lift, ski run, and ski bridge
66	29. Commercial Parking Lot or Structure
67	30. Recreation Facility, Public
68	31. Recreation Facility, Commercial
69	32. Recreation Facility, Private ⁹
70	33. Indoor Entertainment Facility

- 71 34. Heliport
- 72 35. Temporary Sales Trailer in conjunction with an active Building permit for
- 73 the Site.⁸
- 74 36. Fences greater than six feet (6') in height from Final Grade⁷
- 75 37. Household Pet, Boarding⁷
- 76 38. Household Pet, Daycare⁷
- 77 39. Household Pet, Grooming⁷
- 78 40. Dwelling Unit, Fractional Use¹¹
- 79 **41. Commercial, Resort Support**

80 C. **PROHIBITED USES**. Any Use not listed above as an Allowed or Conditional Use

81 is a prohibited Use.

82 ¹Nightly rental of Lockout Units requires Conditional Use permit.

83 ²Requires an Administrative Permit. See Section 15-4-7, Accessory Apartments.

84 ³See Section 15-4-9, Child Care and Child Care Facilities.

85 ⁴See Section 15-4-14, Telecommunication Facilities.

86 ⁵See Section 15-4-13, Placement of Satellite Receiving Antennas.

87 ⁶See Section 15-2.18-6 for Drive-Up Window review.

88 ⁷Requires an Administrative Conditional Use permit.

89 ⁸See Section 15-4-16 for additional criteria.

90 ⁹See Section 15-4-22, Outdoor Pickleball Courts in Residential Areas.

91 ¹⁰The Planning Director or their designee shall, upon finding a Food Truck Location in compliance with

92 Municipal Code Section 4-5-6, issue the property owner a Food Truck Location administrative approval

93 letter.

94 ¹¹Requires an Administrative Letter. See Section 15-4-23, Dwelling Unit, Fractional Use.

95 HISTORY

96 *Adopted by Ord. 00-51 on 9/21/2000*

97 Amended by Ord. 04-39 on 9/23/2004
98 Amended by Ord. 06-76 on 11/9/2006
99 Amended by Ord. 14-57 on 11/20/2014
100 Amended by Ord. 2018-55 on 10/23/2018
101 Amended by Ord. 2020-45 on 10/1/2020
102 Amended by Ord. 2021-51 on 12/16/2021
103 Amended by Ord. 2022-08 on 4/28/2022
104 Amended by Ord. 2022-21 on 10/27/2022

105 **15-2.19-2 Uses**

106 Uses in the LI District are limited to the following:

107 A. **ALLOWED USES.**

- 
- 108 1. Secondary Living Quarters
 - 109 2. Accessory Apartment¹
 - 110 3. Nightly Rental
 - 111 4. Home Occupation
 - 112 5. Child Care, In-Home Babysitting²
 - 113 6. Child Care, Family²
 - 114 7. Child Care, Family Group²
 - 115 8. Child Care Center²
 - 116 9. Agriculture
 - 117 10. Plant and Nursery Stock
 - 118 11. Office, General
 - 119 12. Office, Moderate Intensive

- 120 13. Office, Intensive
- 121 14. Financial Institution without drive-up window
- 122 15. Retail and Service Commercial, Minor
- 123 16. Retail and Service Commercial, Personal Improvement
- 124 17. Retail and Service Commercial, Major
- 125 18. ~~[Commercial, Resort Support]~~
- 126 19. Hospital, Limited Care
- 127 20. Parking Area or Structure with four (4) or fewer spaces
- 128 21. Food Truck Location⁸

129 B. **CONDITIONAL USES.**

- 130 1. Multi-Unit Dwelling
- 131 2. Group Care Facility
- 132 3. Child Care Center²
- 133 4. Public and Quasi-Public Institution, Church, and School
- 134 5. Essential Municipal Public Utility Use, Facility, Service, and Structure
- 135 6. Telecommunication Antenna³
- 136 7. Satellite Dish Antenna, greater than thirty-nine inches (39") in diameter⁴
- 137 8. Accessory Building and Use
- 138 9. Raising, grazing of horses
- 139 10. Bed and Breakfast Inn
- 140 11. Boarding House, Hostel
- 141 12. Hotel, Minor
- 142 13. Private Residence Club Project and Conversion⁶

143	14. Office and Clinic, Medical and Veterinary Clinic
144	15. Financial Institutions with Drive-Up Window ⁵
145	16. Retail and Service Commercial with Outdoor Storage
146	17. Retail and Service Commercial, Auto-Related
147	18. Transportation Services
148	19. Retail Drive-Up Window ⁵
149	20. Gasoline Service Station
150	21. Café or Deli
151	22. Restaurant, General
152	23. Restaurant, Outdoor Dining
153	24. Restaurant, Drive-Up Window ⁵
154	25. Outdoor Event ⁶
155	26. Bar
156	27. Hospital, General
157	28. Light Industrial Manufacturing and Assembly Facility
158	29. Parking Area or Structure with five (5) or more spaces
159	30. Temporary Improvement ⁶
160	31. Passenger Tramway Station and Ski Base Facility
161	32. Ski Tow Rope, Ski Lift, Ski Run, and Ski Bridge
162	33. Recreation Facility, Public
163	34. Recreation Facility, Commercial
164	35. Recreation Facility, Private ⁷
165	36. Entertainment Facility, Indoor

- 166 37. Commercial Stables, Riding Academy
- 167 38. Heliports
- 168 39. Commercial Parking Lot or Structure
- 169 40. Temporary Sales Office, in conjunction with an active Building permit.
- 170 41. Fences and Walls greater than six feet (6') in height from Final Grade⁶
- 171 42. Household Pet, Boarding⁶
- 172 43. Household Pet, Daycare⁶
- 173 44. Household Pet, Grooming⁶
- 174 **45. Commercial, Resort Support**

175 C. **PROHIBITED USES**. Any Use not listed above as an Allowed or Conditional Use

176 is a prohibited Use.

177 ¹Requires an Administrative Permit. See Section 15-4-7, Accessory Apartments.

178 ²See Section 15-4-9, Child Care and Child Care Facilities.

179 ³See Section 15-4-14, Telecommunication Facilities.

180 ⁴See Section 15-4-13, Placement of Satellite Receiving Antennas.

181 ⁵See Section 15-2.19-8, Criteria for Drive-Up Windows.

182 ⁶Subject to an Administrative Conditional Use permit.

183 ⁷See Section 15-4-22, Outdoor Pickleball Courts in Residential Areas.

184 ⁸The Planning Director or their designee shall, upon finding a Food Truck Location in compliance with

185 Municipal Code Section 4-5-6, issue the property owner a Food Truck Location administrative approval

186 letter.

187 HISTORY

188 *Adopted by Ord. 00-51 on 9/21/2000*

189 *Amended by Ord. 04-39 on 9/23/2004*

190 *Amended by Ord. 06-76 on 11/9/2006*

191 Amended by Ord. 14-57 on 11/20/2014
192 Amended by Ord. 2018-55 on 10/23/2018
193 Amended by Ord. 2020-45 on 10/1/2020
194 Amended by Ord. 2021-51 on 12/16/2021
195 Amended by Ord. 2022-08 on 4/28/2022

196 **15-6-4 Process**

197 A. **PRE-APPLICATION CONFERENCE**. An Applicant may request a pre-
198 Application conference with Planning Department staff to become acquainted
199 with the Master Planned Development procedures and requirements.

200 B. **APPLICATION**. An Applicant shall submit a Master Planned Development
201 Application to the Planning Department. The Application shall include written
202 consent by all Owners of the Property to be included in the Master Planned
203 Development. The Planning Director shall assign the Application to a staff
204 planner who will review the Application for completeness. The staff planner will
205 inform the Applicant if additional information is required to constitute a complete
206 Application.

207 C. **PUBLIC OUTREACH**. It is recommended that the Applicant conduct public
208 outreach and that the Applicant host neighborhood meetings prior to submitting
209 an Application for a Master Planned Development.

210 D. **WORK SESSION**. After the staff planner determines a Master Planned
211 Development Application is complete, the Applicant may request a work session

with the Planning Commission in order to provide an opportunity for the public and the Planning Commission to give preliminary input.

E. **ADDITIONAL STUDIES.** The Commission may require Applicants to submit and fund additional studies for Master Planned Development proposals that significantly increase the Density and intensity of Use of a Site. If the Commission requires an Applicant to submit a traffic study, the Transportation Department and City Engineer shall recommend a method of modeling and scope of the study area.

F. **PLANNING COMMISSION REVIEW.** The Planning Commission is the primary review body for Master Planned Developments.

G. **PUBLIC HEARING.** The Planning Commission is required to hold a public hearing prior to taking action on a Master Planned Development. Multiple public hearings may be necessary for larger, complex projects. Staff shall notice each public hearing in accordance with Sections 15-1-12 and 15-1-21.

H. **PLANNING COMMISSION ACTION.** The Planning Commission shall approve, approve with modifications, or deny a requested Master Planned Development. To approve a Master Planned Development, the Planning Commission shall make the findings outlined in Section 15-6-6. The Planning Commission action shall be in the form of written findings of fact, conclusions of law, and in the case of approval, conditions of approval. Appeals of Planning Commission action shall be conducted in accordance with Section 15-1-18.

I. **DEVELOPMENT AGREEMENT**. Once the Planning Commission approves a Master Planned Development, the approval shall be put in the form of a Development Agreement approved by the City Attorney and shall contain, at a minimum, the following:

1. A legal description of the land;
2. All relevant zoning and Land Management Code parameters, including all findings, conclusions, and conditions of approval, specifying any exceptions pursuant to Chapter 15-6 outlining more or less restrictive Height or Setbacks;
3. An express reservation of the future legislative power and zoning authority of the City;
4. A copy of the approved Site plan, architectural plans, Landscaping plans, Grading plan, trails and Open Space plans, and other plans, which are a part of the Planning Commission approval;
5. A description of all Developer exactions or agreed upon public dedications;
6. The Developers agreement to pay all specified impact fees;
7. The form of ownership ~~anticipated~~ and operation of ~~for~~ the project;
8. A specific project phasing plan;

9. A list and map of all known Physical Mine Hazards on the Property, as determined through the exercise of reasonable due diligence by the Owner, as well as a description and GPS coordinates of those Physical Mine Hazards;

10. A map and inventory of all Historic Structures on the Property and a Historic Structures Report prepared by a qualified Historic Preservation Professional.

The Planning Commission shall hold a public hearing prior to ratifying a Development Agreement. A Development Agreement ratified by the Commission shall be signed by the Mayor and the Applicant and recorded with the Summit County Recorder. The Development Agreement shall contain language to allow for minor, administrative modifications without revision of the agreement. The Applicant shall submit a draft Development Agreement to the Planning Department within six (6) months of the date the Planning Commission approved the Master Planned Development, or the Planning Commission approval shall expire.

J. **LENGTH OF APPROVAL**. Construction, as defined by the International Building Code, is required to commence within two (2) years of the date of the execution of the Development Agreement. After construction commences, the Master Planned Development shall remain valid as long as it is consistent with the approved project phasing plan set forth in the Development Agreement. The project phasing plan may require Planning Commission review and reevaluation of the project at specified points in the Development of the Master Planned

Development.

The Planning Commission may grant an extension of a Master Planned Development for up to two (2) additional years when the Applicant demonstrates no change in circumstance that would result in unmitigated impacts or that would result in a finding of non-compliance with the Master Planned Development requirements in the Land Management Code in effect at the time of the extension request. Change in circumstance includes physical changes to the Property or surrounding Properties. Applicants must submit written extension requests to the Planning Department prior to the expiration of the Master Planned Development. Staff shall notice extension request and public hearings according to Sections 15-1-12 and 15-1-21.

K. **MPD MODIFICATIONS.** The Planning Commission shall determine whether a proposed modification to an approved Master Planned Development is minor or substantive.

1. **Minor Modification.** A minor modification to an approved Master Planned Development is a modification that complies with the Land Management Code and Master Planned Development approval and does not trigger additional Off-Street Parking requirements, does not reduce Open Space, and does not increase traffic by 5% or more as demonstrated by a traffic generation study. The Planning Director shall review and take Final Action on a minor modification to a Master Planned Development and shall issue an Administrative Permit for an approval. The Administrative Permit

approval of minor modifications may be appealed to the Planning Commission.

2. **Substantive Modifications.** Substantive modifications to an approved Master Planned Development create additional impacts and require review of the entire Master Planned Development and Development Agreement by the Planning Commission, unless otherwise specified in the Development Agreement. Substantive modifications include but are not limited to a change to a Finding of Fact or Condition of Approval, a change in Use or an increase in Floor Area that triggers additional Off-Street Parking requirements, a change in Use or an increase in Floor Area that generates more than a 5% increase in traffic demonstrated by a traffic generation study, or a reduction in Open Space.

- L. **SITE SPECIFIC APPROVALS.** Any portion of an approved Master Planned Development may require additional review by the Planning Commission as a Conditional Use permit, if so required by the Planning Commission at the time of the Master Planned Development approval.
Site specific approvals must comply with the review criteria of the Master Planned Development approval and the Conditional Use permit criteria. The Planning Department will review Site specific plans, including Site layout, architecture, and Landscaping plans for compliance with the Master Planned Development and Land Management Code prior to issuance of a Building Permit.

M. **PRIOR APPROVALS.** Prior to final approval of a Master Planned Development that is subject to an Annexation Agreement, the Commission shall make findings that the project is consistent with the Annexation Agreement.

HISTORY

Adopted by Ord. 02-07 on 5/23/2002

Amended by Ord. 06-22 on 4/27/2006

Amended by Ord. 09-10 on 3/5/2009

Amended by Ord. 11-05 on 1/27/2011

Amended by Ord. 2016-44 on 9/15/2016

Amended by Ord. 2017-15 on 3/30/2017

Amended by Ord. 2020-45 on 10/1/2020

. . . .

15-6-6 Required Findings And Conclusions Of Law

The Planning Commission must make the following findings in order to approve a Master Planned Development. In some cases, conditions of approval will be attached to the approval to ensure compliance with these findings. The Master Planned Development, as conditioned:

A. complies with all requirements of the Land Management Code;

B. meets the minimum requirements of Section 15-6-5;

C. provides the highest value of Open Space, as determined by the Planning Commission;

D. strengthens and enhances the resort character of Park City;

- 340 E. compliments the natural features on the Site and preserves significant features or
341 vegetation to the extent possible;
- 342 F. is Compatible in Use, scale, and mass with adjacent Properties, and promotes
343 neighborhood Compatibility, and Historic Compatibility, where appropriate, and
344 protects residential neighborhoods and Uses;
- 345 G. provides amenities to the community so that there is no net loss of community
346 amenities;
- 347 H. is consistent with the employee Affordable Housing requirements as adopted by
348 the City Council at the time staff determined the Application to be complete;
- 349 I. meets the Sensitive Lands requirements of the Land Management Code and is
350 designed to place Development on the most developable land and least visually
351 obtrusive portions of the Site;
- 352 J. promotes the Use of non-vehicular forms of transportation through design and by
353 providing trail connections;
- 354 K. was noticed and the Planning Commission held a public hearing in accordance
355 with this Chapter;
- 356 L. incorporates best planning practices for sustainable development, including
357 water conservation measures and energy efficient design and construction, per
358 the Residential and Commercial Energy and Green Building program and codes
359 adopted by the Park City Building Department in effect at the time of the
360 Application;
- 361 M. addresses and mitigates Physical Mine Hazards according to accepted City
362 regulations and policies;

- N. addresses and mitigates Historic Mine Waste and complies with the requirements of the Park City Soils Boundary Ordinance;
- O. addresses Historic Structures and Sites on the Property, according to accepted City regulations and policies, and any applicable Historic Preservation Plan;
- P. addresses and mitigates traffic;
- Q. addresses the long-term operation of the project.

HISTORY

Adopted by Ord. 02-07 on 5/23/2002

Amended by Ord. 06-22 on 4/27/2006

Amended by Ord. 10-14 on 4/15/2010

Amended by Ord. 13-23 on 7/11/2013

Amended by Ord. 2016-44 on 9/15/2016

Amended by Ord. 2020-35 on 7/9/2020

Amended by Ord. 2020-45 on 10/1/2020

....

15-6-8 Unit Equivalents

Density of Development is a factor of both the Use and size of Structures built within a project. In order to allow for, and to encourage, a variety of unit configurations, Density shall be calculated on the basis of Unit Equivalents. Unless otherwise stipulated, one (1) Unit Equivalent equates to one (1) single family Lot, 2,000 square feet of Multi-Family Dwelling floor area, or 1,000 square feet of commercial or office floor area. A duplex Lot equates to two (2) Unit Equivalents, unless otherwise stipulated by the Master Planned Development (MPD). The MPD may stipulate maximum Building Footprint and/or

maximum floor area for single family and duplex Lots. Residential Unit Equivalents for Multi-Family Dwellings shall be calculated on the basis of one (1) Unit Equivalent per 2,000 square feet and portions of Unit Equivalents for additional square feet above or below 2,000. For example: 2,460 square feet of a multi-family unit shall count as 1.23 Unit Equivalents.

Affordable Housing units required as part of the MPD approval, and constructed on Site do not count towards the residential Unit Equivalents of the Master Plan. Required ADA units do not count towards the residential Unit Equivalents.

~~[Support Uses and accessory meeting space use Unit Equivalents as outlined in Section 15-6-8(C) and (D) below.]~~

A. **CALCULATING RESIDENTIAL UNIT SQUARE FOOTAGE.** Unit square footage shall be measured from the interior of the exterior unit walls. All bathrooms, halls, closets, storage and utility rooms within a unit will be included in the calculation for square footage. ~~[Exterior hallways, common circulation and hotel use areas, such as lobbies, elevators, storage, and other similar Areas, will not be included.]~~

Common outdoor facilities, such as pools, spas, recreation facilities, ice-skating rinks, decks, porches, etc. do not require the Use of Unit Equivalents.

B. **LOCKOUTS.** For purposes of calculating Unit Equivalents, Lockouts shall be included in the overall square footage of a unit.

C. **SUPPORT COMMERCIAL WITHIN ~~[RESIDENTIAL MASTER PLANNED DEVELOPMENTS HOTELS]~~.** ~~[Within a Hotel or Nightly Rental condominium project, the]~~ The Floor Area of Support Commercial Uses ~~[uses]~~ may not exceed five percent (5%) of the total Floor Area of the approved residential Unit

409 Equivalents. ~~Any unused Support Commercial floor area may be utilized for~~
410 ~~meeting space Uses. Signage for Support Commercial Uses is limited to interior~~
411 ~~spaces. Marketing for Support Commercial Uses is limited to primary Uses on~~
412 ~~Site. Support Commercial shall be included in Affordable Housing obligations and~~
413 ~~calculations subject to Housing Resolution No. 05-2021, as amended.~~

414 D. **MEETING SPACE.** Within a Hotel ~~[or Condominium project]~~, Floor Area of
415 meeting space may not exceed five percent (5%) of the total Floor Area of the
416 approved residential unit equivalents. Any unused meeting space floor area may
417 be utilized for support commercial uses within a Hotel ~~[or Nightly Rental~~
418 ~~Condominium]~~ project.

419 E. **COMMERCIAL UNIT EQUIVALENTS.** Commercial spaces, approved as a part
420 of a Master Planned Development, shall be calculated on the basis of one (1)
421 Unit Equivalent per 1,000 square feet of Net Leasable Floor Area, exclusive of
422 common corridors, for each part of a 1,000 square foot interval. For example:
423 2,460 square feet of commercial Area shall count as 2.46 Unit Equivalents.

424 F. **RESIDENTIAL ACCESSORY USES.** ~~[Residential Accessory Uses include~~
425 ~~typical back of house uses and administration facilities that are for the benefit of~~
426 ~~the residents of a commercial Residential Use, such as a Hotel or Nightly Rental~~
427 ~~Condominium project and that are common to the residential project and are not~~
428 ~~located within any individual Residential unit.]~~ Residential Accessory Uses do not
429 require the use of Unit Equivalents ~~[and include, but are not limited to, such Uses~~
430 ~~as]:~~
431 ~~[Ski/Equipment lockers~~

432 ~~Lobbies~~

433 ~~Registration~~

434 ~~Concierge~~

435 ~~Bell stand/luggage storage~~

436 ~~Maintenance Areas]~~

437 Mechanical rooms and shafts limited to electrical, heating, ventilation, plumbing,

438 and air conditioning equipment and ductwork necessary for the operation of the

439 Building

440 Laundry facilities ~~[and storage]~~

441 Employee facilities related to the operation of the property

442 ~~[Common pools, saunas and hot tubs, and exercise areas not open to the public~~

443 ~~Telephone Areas~~

444 ~~Guest business centers~~

445 ~~Public restrooms~~

446 ~~Administrative offices]~~

447 Hallways and circulation

448 Elevators and stairways

449  Child Care Facilities

450 Enclosed Bicycle Storage that exceeds the requirements of Section 15-3-9

451 G. **RESORT ACCESSORY USES.** The following Uses are considered accessory for

452 the operation of a resort for winter and summer operations. These Uses are

453 ~~[considered typical back of house uses and are]~~ incidental to and customarily

454 found in connection with the principal Use or Building and are operated for the

455 convenience of the Owners, occupants, employees, customers, or visitors to the
456 principal resort Use. Accessory Uses associated with an approved summer or
457 winter resort do not require the Use of a Unit Equivalent but shall be included in
458 the Affordable Housing obligations and calculations subject to Housing
459 Resolution No. 05-2021, as amended, and shall be calculated as part of the
460 parking demand requirements and traffic impact study. These Uses and square
461 footages require Planning Commission review and approval. Resort Accessory
462 Uses may include~~[, but are not limited to, such Uses as]:~~
463 ~~[Information]~~
464 ~~[Lost and found]~~
465 First Aid Mountain patrol
466 ~~[Administration]~~
467 Maintenance ~~[and storage]~~ facilities
468 Emergency medical facilities
469 ~~[Public lockers]~~
470 Public restrooms
471 Employee restrooms, employee locker rooms, and employee break rooms~~[, and~~
472 ~~employee dining areas]~~
473 ~~[Ski school/day care facilities]~~ Child Care Facilities ~~[Instruction facilities]~~
474 ~~[Ticket sales]~~
475 Equipment/ski check
476 Circulation and hallways for these Resort Accessory Uses

477 HISTORY

478 *Adopted by Ord. 02-07 on 5/23/2002*

479 *Amended by Ord. 06-22 on 4/27/2006*

480 *Amended by Ord. 09-10 on 3/5/2009*

481 *Amended by Ord. 10-14 on 4/15/2010*

482 *Amended by Ord. 11-05 on 1/27/2011*

483

484 **15-15-1 Definitions**

485

486 ~~[Commercial Use, Resort Support. A Commercial Use that is clearly incidental to, and~~
487 ~~customarily found in connection with, the principal resort Use, and which is operated~~
488 ~~and maintained for the benefit or convenience of the Owner, occupants, employees,~~
489 ~~customers of, or visitors to, the principal Use.]~~

490

491 **HOTEL/HOTEL CONDOMINIUM/MOTEL.** A Building containing sleeping rooms for the
492 occupancy of guests for compensation on a nightly basis that includes accessory
493 facilities such as restaurants, bars, spas, meeting rooms, on-site check-in lobbies,
494 recreation facilities, group dining facilities, and/or other facilities and activities
495 customarily associated with Hotels, such as concierge services, shuttle services, room
496 service, and daily maid service. ~~[Hotel/Motel does not include Nightly Rental~~
497 ~~Condominium projects without restaurants, bars, spas, and on-site check-in lobbies.]~~
498 Lockout Units or Bed and Breakfast Inns and Boarding Houses are not Hotels. Hotels

499 are considered a lodging Use and ownership of units may be by a condominium or
500 timeshare instrument Hotel rooms may include a Lockout as part of the Unit.

501 1. **Hotel, Major.** A Hotel with more than fifteen (15) Hotel Rooms.

502 2. **Hotel, Minor.** A Hotel, Motel, with fewer than sixteen (16) Hotel Rooms.

503

504 **RESIDENTIAL CONDOMINIUM PROJECT.** A condominium project for Residential Use
505 and not for Hotel or Hotel Condominium Use.

506

507 **RESIDENTIAL USE.** Uses and project that consist primarily of activities that are
508 residential in nature ~~[that may include other support Uses, such as support commercial,~~
509 ~~but]~~ where the primary Use is for human habitation and associated activities.

510 Residential Use includes occupancy of a dwelling as living quarters and all associated
511 Uses, but not including temporary Structures such as tents, railroad cars, trailers, or
512 similar units.

513

Executive Summary

Introduction

On September 28, 2023 the Park City Council requested a task force be formed to review Draft Ordinance No. 2023-17 after public feedback and answer four questions:

- (1) What is the purpose of the amendments?
- (2) What are the financial implications?
- (3) What type of development do the amendments incentivize/disincentive?
- (4) What is the purpose of the footnote connecting Resort Support Commercial to approved Master Planned Developments?

A committee of community members from various backgrounds was formed to recommend revisions.

Overall Notes:

- (1) What is the purpose of the amendments?

It appears that the amendments were a way to reduce and define MPD usage of commercial, meeting space and resort support space.

- (2) What are the financial implications?

The Committee believes the current code is beneficial as written. The Committee feels that the current MPD allocation of 5% Commercial and 5% Meeting Space has served the community well in reducing traffic and creating needed ancillary space for businesses to service Master Planned Developments. In the past, the Planning Commission and Council have used a combination of the two usages to allow MPDs more flexibility in rightsizing commercial. The Committee supports the discretion for increasing commercial from meeting space (and vice versa) up to 10%. The Committee believes these uses reduce traffic and provide value for MPDs.

- (3) What type of development do the amendments incentivize/disincentive?

The Committee believes the amendments incentivized those who wish to minimize growth of commercial within MPDs and disincentivized resort operations. The Committee found that the code was written to support resort development and suggests that the MPD code is not the correct way to control future resort growth. The Committee found that resort growth should be supported so local resorts can remain competitive nationally and internationally.

(4) What is the purpose of the footnote connecting Resort Support Commercial to approved Master Planned Developments?

The Committee found that the purpose of the footnote was to attempt to apply consistent standards across all different zoning districts and the inclusion of the footnote effectively undermined the distinctive nature of each district.

Findings

These findings summarize the recommendations of the committee.

- Leave the current code as is prior to the recommendations originally proposed by the Planning Department with a few exceptions:
 1. Define “resort accessory use” and add to the master planned development (MPD) code.
 - a. The Committee found that resort operations such as ski school, dining, and back of house are support functions for a viable skier experience.
 2. Clarification as it relates to affordable housing and traffic.
 - a. Update “Residential Accessory Uses” to include: child care facilities and enclosed bike storage.
 - b. Update “Resort Accessory Uses” to include: public and employee child care facilities.
 - c. Keep affordable housing clarification in the MPD process.
 - d. The process for reviewing traffic impacts is being updated with the assistance of Lisa Wise Consulting. This will create consistent guidelines for use by the Planning Commission and City.
 - i. The committee consensus was that traffic reviews should be done without bias and enforced through the MPD and subsequent Planning Commission reviews.
- What is the purpose of the footnote connecting Resort Support Commercial to approved Master Planned Developments?
 1. Recommend removal of Footnote 6 from Section 15-2.7-2 of Draft Ordinance No. 2023-17.
 2. Recommended that the definition of “resort support commercial” should be clarified.
- General Findings:
 - a. The existing Code works.
 - b. Major changes to the existing code would result in increased traffic and potential devaluation of the resort guest experience.

- c. The following uses should be added to Resort Accessory Use;
 - i. Child care
 - ii. Affordable housing
 - iii. Dining
 - iv. Ski school
 - v. Bike storage
- d. Latitude for increases above 5% but limited to 10% for commercial usage and meeting space should be at the discretion of the Planning Commission and Council as each project will have differing needs to accommodate guests based on locality (for example, Empire Pass vs. Old Town).

Master Planned Developments Accessory Uses Task Force

November 4, 2024

Park City Planning Commission and Park City Council
445 Marsac Avenue
Park City, Utah 84060

Dear Members of the Planning Commission and Council,

Subject: MPD Accessory Uses Task Force Findings

We hope this letter finds you well. As members of the MPD Accessory Uses Task Force, we are writing to you to address our unanimous findings that we believe are critical for the continued growth and sustainability of Park City.

In November of last year, the Mayor and City Council formed a task force made up of a diverse group of professionals from varying backgrounds. The assignment was to analyze the potential impacts of the proposed amendments to the Park City Land Management Code regarding MPD accessory uses and recommend revisions.

Through the course of meetings, discussions, and presentations, the Task Force came to the unanimous conclusion that the current code is beneficial as written. Our complete findings are listed below;

MPD Accessory Uses Task Force Findings

- I. Leave most of the current code as is prior to the recommendations originally proposed by the Planning Department.**
- II. Remove Footnote 6 from Section 15-2.7-2 of Draft Ordinance No.2023-17.**
We believe the purpose of the footnote was to attempt to apply consistent standards across all different zoning districts and the inclusion of the footnote effectively undermined the distinctive nature of each district.
- III. Clarify the definition of “resort support commercial.”**

IV. Reject any major changes to the existing code, which would result in increased traffic and potential devaluation of the resort guest experience.

We support past Planning Commission and Council discretion for increasing commercial from meeting space (and vice versa) up to 10%, which is critical for neighborhood specific outcomes that will provide services and mitigate traffic impacts of future development and annexations.

V. Add the following uses to Resort Accessory Use: Childcare, Affordable Housing, Dining, Ski School, and Bike Storage.

The LMC was written to support resort development, not control future resort growth. We believe the amendments disincentivize resort operations and the problems associated with growth in the forms of traffic, noise, and resources will be exacerbated by the amendments. In contrast, resort growth should be supported so local resorts can remain competitive nationally and internationally.

VI. Support the current code providing latitude for increases above 5% but limited to 10% for commercial usage and meeting space.

The MPD allocation of 5% Commercial and 5% Meeting Space has served the community well in reducing traffic and creating needed ancillary space for businesses to service MPDs. Successful examples of MPD commercial usage include helping secure Sundance at Silver Star and mitigating traffic down Marsac with the Montage, as well as providing much needed support commercial in large-scale community projects.

Thank you for your attention to our findings. We look forward to your support and collaboration in making Park City an even better place for all its residents and visitors. Please feel free to contact any of us should you have questions or require further discussion.

Sincerely,

Brianna Callaway

Doug Clyde

Christopher M. Conabee

Gary Crandall

Alexandra Horst

Molly Louthan

Rick Shand

Jan Wilking



City Council Staff Report

Subject: Spiro Mine Tunnel Reconstruction Phase 2
Change Order - Harrison Western
Author: Griffin Lloyd, Public Utilities Engineer
Department: Public Utilities
Date: December 12, 2024

Recommendation

Consider authorizing the City Manager to amend the construction agreement with Harrison Western Construction Corporation Inc. in a form approved by the City Attorney.

This amendment will fund a change order for the Spiro Mine Tunnel Reconstruction Project Phase 2, in an amount not to exceed \$1,990,920.

Executive Summary

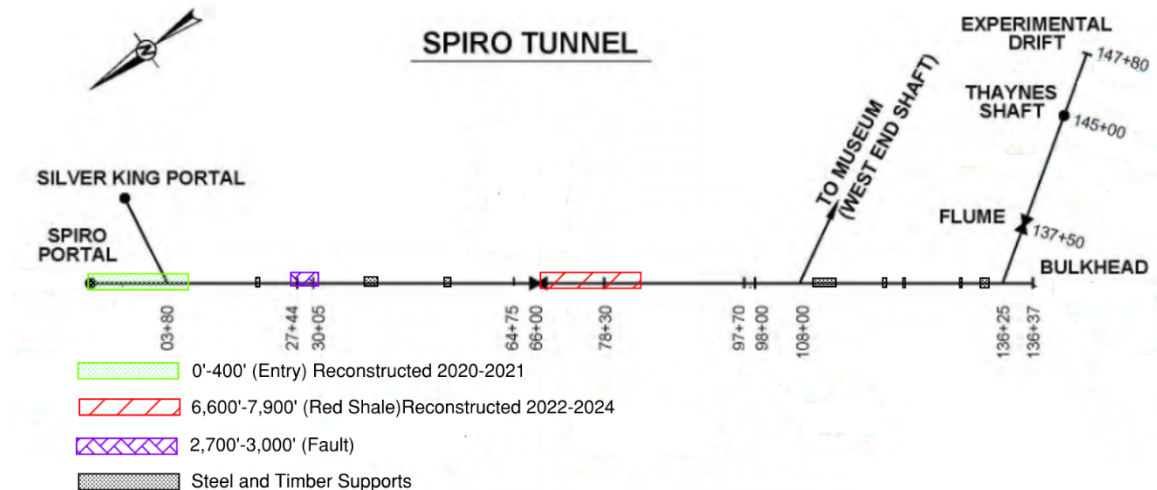
Water draining from the Spiro Tunnel provides a considerable portion of Park City's water supply, treated by the new 3Kings Water Treatment Plant. In addition, it is the primary water source for the upper reach of McLeod Creek.

Public Utilities performs ongoing maintenance and repairs to the Spiro Tunnel as needed, with the overall goal of maintaining stable water flow from the Spiro Tunnel.

A condition assessment was previously conducted by Golder for the Spiro Tunnel and reflected several areas of the tunnel in need of structural reconstruction (August 3, 2017, [New Business](#), p.247). The Golder report identified the first 400 feet of the Tunnel as the most critical, and Lithos Engineering was selected for design and construction management services for Phase I tunnel reconstruction (May 16, 2019, [New Business](#), p.49).

Upon completion of the construction drawings, Harrison Western was selected for Early Contractor Involvement and construction services due to its unique expertise (May 16, 2019, [New Business](#), p.49). Harrison Western has reconstructed and stabilized the first 400 feet of the tunnel, including a new portal facade from July 2020 to June 2021 (June 11, 2020, [New Business](#), p.184). The completion was celebrated locally, including public tours of the new portal. It was also completed prior to the opening of the new 3Kings Water Treatment Plant.

Following the reconstruction of the first 400 feet of the Spiro Tunnel, Harrison Western and Lithos Engineering participated in a condition assessment for the remainder of the tunnel, specifically assessing structural integrity. The assessment validated the 2017 Golder assessment, further defined areas of concern, and developed potential reconstruction methods. From this assessment, the following areas were ranked in order of criticality, and listed on the map below:



1. Red shale (6,600 - 8,300). Immediate reconstruction recommended.
2. Fault area (2,700 – 3,000). Reconstruction within 5-10 years.

In the spring of 2022 after a qualification-based selection, Lithos Engineering and Harrison Western were chosen to design and provide construction services to reconstruct the red shale area of the tunnel.

The contracts were presented to the Council on April 7, 2022, ([Consent Agenda](#), P.224, [New Business](#), p. 894). The scope of Phase II of Tunnel reconstruction consisted of crews stabilizing the tunnel from 400-6600 feet as they worked their way into the red shale area, repairing only what was needed in the fault area for safe passage. Replacement of the failing wire mesh installed in the early 1980's in the red shale area was removed and replaced with new mesh and rock bolts. Crews successfully completed the reconstruction of Phase II from August of 2022 to May of 2024, demobilizing for 4 months each spring due to safety concerns related to high water flows in the tunnel from snow melt.



Figure 1: Tunnel condition and small collapse in Oct.24

While the runoff was a welcome sight for the water supply, the increased flow further damaged an already deteriorating tunnel section in the fault area. Upon remobilization each summer, construction crews spent significant time repairing the fault area to regain passage further in the tunnel. Once the red shale area was successfully reconstructed,

remaining contract budget was allocated to begin stabilization of as much of the fault area as budget would allow.

Rotting support timbers, as well as fractured steel support beams and ribs, were replaced with a new full steel structure. Boulders that had fallen on the existing support structure were fractured and hauled off to eliminate weight on supports, as well as to gain back the required tunnel height and width for passage. Crews could reconstruct 50 feet of the 300 feet with remaining funds.

Analysis

Over the past fall and summer, the tunnel section known as the fault area (see map above) was re-evaluated and found to be in critical need of reconstruction. Increased runoff in the tunnel has further deteriorated timber and steel support causing small areas to collapse in the last few months. Crews were able to stabilize these areas and have provided a temporary solution until reconstruction of the area can occur.



Figure 2: Reconstructed Area

This construction agreement amendment will allow the contractor to completely reconstruct the failing supports in the fault area with a full steel support structure, which will have an expected life span of 50 years. Piping will also be provided to direct runoff water away from the supports to protect the integrity of the supports further.

The change order requested is on a time and material basis, with an amount not to exceed \$1,990,920.00, resulting in a total contract amount of \$6,940,920.

Once completed, all areas defined in the 2017 Golder condition assessment as well as the ongoing assessments from Lithos Engineers will have been addressed. Public Utilities, in coordination with contract miners and consultants, will continue to monitor the tunnel, assessing all areas for ongoing maintenance and repairs. No major work is expected beyond the completion of this project unless condition assessments in the future show a large area of concern.

Funding

The funding for this contract is from water service fees and is included in the adopted Public Utilities budget.



City Council Staff Report

Subject: Updates to Procurement Rules
Author: Grant Herdrich, Procurement Manager
Department: Budget
Date: December 12, 2024

Recommendation

Review and consider adopting a resolution for proposed changes to the Procurement Rules, including:

- increasing the thresholds for the Small Purchase Process;
- setting a \$10,000 threshold for incidental item procurement exceptions; and,
- clarifying other rules.

Note that the City Council's contract approval threshold, distinct from procurement requirements, will remain unchanged. All contracts with an aggregate cost over \$100,000 will continue to require Council approval.

Executive Summary

We recommend adopting the proposed changes to the Procurement Rules as reflected in the redline, Exhibit A.¹

First, we recommend an increase to the Small Purchase Threshold in Rule 2-3 to improve efficiency, flexibility, and the City's negotiation power while preserving the existing oversight and transparency of procurement and contracts. The Small Purchase Process (often referred to as "3 quotes") is currently limited to a threshold of \$30,000 for all Procurement Items, defined as supplies, equipment, general services, general construction, technology, information technology, professional services, design professional services, building improvements, and public works.

As our organization has grown and costs have increased, we recommend increasing the Small Purchase Threshold as follows:

- for professional services, design professional services, information technology, and software to **\$100,000**,
- for goods and services to **\$75,000**,
- for Building Improvements to statutory **Bid Limit, \$60,498 for 2024, increasing annually with CPI** and;
- for Public Works to statutory **Bid Limit, \$190,801 for 2024, increasing annually with CPI**.

¹ Redlined changes are proposed to Rules 2-1, 2-3, 2-4, 2-5, 3-7A and 5-1K.

These increases reflect the impact of inflation, particularly in the area of construction and professional services, and they substantially align with State and local thresholds as outlined below and reflected in the Comparison of Small Purchase Thresholds Throughout Utah, attached as Exhibit B.

We also propose adopting a cap in Rule 2-4 for the use of the “incidental” items exception to competitive procurement rules of \$10,000, Rule 5-1K. The purchase of minimal, insignificant, or incidental items during daily, ongoing departmental operations identified in an approved department budget are exceptions to the procurement requirements. Exempt items include such things as professional development and training, hand tools, office supplies, and miscellaneous travel expenses.

We currently do not have a threshold for incidental purchases and the use of this exception is based on a determination from the department head. Adding a threshold to the use of this exception provides clear guidance to staff and vendors concerning the purchase of these items. In conjunction with this cap, we recommend documenting the purchase order approval process and budget policy in Rule 2-5 to reflect practice.

Analysis

Utah Code 63G-6a-506 grants the City (through its rulemaking body, the City Council) the authority to make rules governing small purchases of any Procurement Item. We propose the following changes:

1. Small Purchase Threshold

Park City Procurement Rules define the Small Purchase Process as obtaining a minimum of three quotes that meet minimum specifications or a review of qualifications of three or more design professionals before selecting a vendor. The Procurement Official (or designee) may elect to use this process for contracts up to the Small Purchase Threshold. Increasing the City’s thresholds achieves the following goals:

Aligning with State Thresholds: State procurement Rule R33-5-107 allows for a quotes process with a minimum of 2 quotes for purchases of goods up to \$50,000. R33-5-108 allows for procurement of Professional Services and Consultants up to \$100,000 per project using the qualifications process. Similarly, the University of Utah, Rule 3-100D, has a single procurement threshold of \$50,000 and professional/design professional services threshold of \$100,000. Other Utah cities are in general alignment. See Exhibit B, Comparison of Small Purchase Thresholds Throughout Utah.

Efficiency and Flexibility: Increasing spending limits for minimal procurement processes streamlines the procurement process for relatively low-cost items or routine design services. With higher limits, City departments can make routine purchases more efficiently and identify responsive vendors without getting bogged down in administrative procedures for expenditures in the department’s approved budget. This translates to lower administrative costs while maximizing competition and value for the City.

Time Savings and Responsiveness: Adjusting these spending limits empowers departments to respond more quickly to operational needs. Instead of waiting for approval or 7-day posting periods on relatively low-cost items, especially design professional services, departments can promptly address urgent requirements. When we know we may be using a consultant for multiple projects, it may also cut down on contract timelines, thereby reducing administrative burden. Staff are also able to better manage resources effectively and timely choose the most qualified providers for relatively low-cost items and services.

Negotiation Power: With modestly higher spending thresholds for Small Purchases, the City may have better leverage when negotiating prices with vendors. Bulk purchasing or longer-term contracts might become more feasible, leading to potential cost savings in the long run. See Exhibit C example 1.

Transparency/Contracts Process: The existing contract review and approval process is not changed. We will continue to publish the list of all contracts not reviewed and approved by the Council (generally, contracts under \$100,000) for transparency. As a reminder, a link can be found [HERE](#).

Examples: Exhibit C provides specific examples from departments where an increase to the Small Purchase Threshold could achieve these goals. For example, the Park City Police Department recently sought to replace the carpet at the police station. The estimated cost was \$50,000, which is above the current small purchase threshold of \$30,000. Instead of quickly getting bids, the Police Department went through a time-consuming IFB process. This process took 31 days and is unlikely to obtain more competitive pricing than obtaining bids for this item.

2. Incidental Items Maximum Dollar Amount

We currently do not have a threshold set for incidental items. PCMC Policy includes a procurement exemption for: "Purchase of minimal, insignificant, or incidental items in the course of daily, ongoing departmental operations that are identified in an approved department budget." As a bright line rule for the purchase of incidental items, e.g., professional development and training, hand tools, office supplies, and miscellaneous travel expenses, we propose a dollar cap of \$10,000 per individual Procurement Item.

Questions have arisen about application of this exception for items like tennis balls and street sweepers, for example. The purpose of adding this cap is to provide clear guidance in a less well-defined area. The State procurement administrative rules and the University of Utah have both set a threshold of \$10,000 for incidental purchases without a competitive process.

3. Additional clarifications.

We have added clarifying language concerning the approval of purchases and the budget policy (Section 2-5). This reflects longstanding practice.

A draft resolution is attached as Exhibit D.

Exhibits

Exhibit A: Proposed redline to the PCMC Procurement Rules

Exhibit B: Comparison of Small Purchase Thresholds Throughout Utah

Exhibit C: Examples: Increasing efficiency and flexibility to Small Purchase Thresholds

Exhibit D: Draft Resolution

Park City Municipal Corporation (PCMC) Procurement Rules

Article I – General Provisions

Article II – Authority

Article III – Standard Procurement Processes

Article IV – Supplementary Procurement Processes

Article V – Exemptions, Exceptions and Waivers

Article VI – Protests and Appeals

Article I – General Provisions

The Park City Council has adopted the following Procurement Rules (Rules):

1-1. Purpose.

The purpose of these Rules is to provide processes for Procurement that are transparent, fair, and equitable to PCMC and other persons, that allow PCMC to meet Procurement needs in a flexible, cost-effective and efficient manner, and that foster effective broad-based competition. These Rules are intended to be consistent with PCMC’s rulemaking authority¹ as a local government Procurement unit as set forth in the Utah Procurement Code.²

1-2. Application and Scope.

These Rules apply to all expenditures of public funds used to acquire all Procurement Items, including equipment, supplies, personal property, technology, services, and construction projects initiated after **April 1, 2023**. These Rules do not apply to the acquisition of real property or an interest in real property, or to the acquisition of items from other public entities.

1-3. Definitions.

The following definitions apply to these Rules:

“Approved Vendor List” means Vendors approved by PCMC for inclusion on a published list through the RSOQ Process. Any Standard Procurement Process, including Small Purchase, Invitation for Bids, RFP, or Design Professional Services Process, may be limited to the pre-qualified Vendors on an Approved Vendor List.³

“Bid” means an offer to perform submitted in response to an Invitation for Bids. A Bid should include a price quote and be responsive to the evaluation criteria described in the Invitation for Bids.

¹ PCMC’s rulemaking authority is the City Council. Utah Code § 63G-6a-103(77)(d). All references to the Utah Code and Utah Administrative Rules mean the provision referenced or any successor provision.

² The Utah Procurement Code is set forth at Utah Code § 63G-6a-101, et seq.

³ Utah Code § 63G-6a-507.

“Bid Limit” means the estimated dollar cost of a Building Improvement, Public Works Project, or a Class C Road Construction/Maintenance Project, which, if exceeded, require an Invitation for Bids Process to be used for the project. The 2023 Bid Limits (applicable through 2023) set by state law are:

Building Improvement: \$58,736

Public Works Projects: \$185,550

Class C Roads Construction/Maintenance Project: \$185,550

Each Bid Limit will increase yearly by the lesser of 3% or the actual percent change in the CPI during the previous year.⁴

“Bid Security” means the deposit of cash, certified check, money order or a bid bond provided by a surety company authorized to do business in Utah or any other form satisfactory to the Procurement Official, in an amount equal to at least 5% of the amount of the bid, or other amount as determined by the Procurement Official.⁵

“Building Improvement” means the construction or repair of a public building or structure.⁶

"Change Order" means a written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of a contract, upon mutual agreement of the parties to the contract.⁷

“City Manager” means the City Manager of Park City Municipal Corporation.

“Class C Road Construction/Maintenance Project” means an improvement project on a PCMC road involving construction or maintenance as defined in the Transportation Code.⁸

“Construction Manager/General Contractor (CM/GC)” means a contractor who enters into a contract: (a) for the management of a construction project; and (b) that allows the contractor to subcontract for additional labor and materials that are not included in the contractor’s cost proposal submitted at the time of the Procurement of the contractor’s services. It does not include a contractor whose only subcontract work not included in the contractor’s cost proposal submitted as part of the Procurement of the contractor’s services is to meet subcontracted portions of Change Orders approved within the scope of the project.⁹

“Contract Amendment” means a written addition, change, correction, clarification or deletion to language in an existing contract.

⁴ Utah Code §§ 11-39-101(1), 103; 72-6-108(2), 109(1).

⁵ Utah Code § 63G-6a-1102.

⁶ Utah Code § 11-39-101(2).

⁷ Utah Code § 63G-6a-103(8).

⁸ Utah Code § 72-6-109 (excluding road maintenance, emergency repairs, repair of less than the entire road surface (i.e., crack sealing or patching), and road repairs incidental to the installation, replacement or repair of water mains, sewers, drainage pipes, culverts, or curbs and gutters).

⁹ Utah Code § 63G-6a-103(13).

“Contract Extension” means a written Contract Amendment modifying the term of an existing contract.

“CPI” means the Consumer Price Index for All Urban Consumers as published by the Bureau of Labor Statistics of the United States Department of Labor.¹⁰

“Design-Build Contract” means the Procurement of design professional services and construction by the use of a single contract with a contractor capable of providing both design professional services and construction.¹¹

“Design-Build Project” means a construction project procured by use of a Design-Build Contract.¹²

“Design Professional Services” means professional services within the scope of the practice of architecture, professional engineering, master planning and programming, or services within the scope of the practice of interior design.¹³

(a) The “practice of architecture” means rendering or offering to render the following services in connection with the design, construction, enlargement, or alteration of a building or group of buildings, and the space within and surrounding such buildings: planning; facility programming; preliminary studies; preparation of designs, drawings, and specifications; preparation of technical submissions and coordination of any element of technical submissions prepared by others including, as appropriate and without limitation, professional engineers, and landscape architects; and administration of construction contracts.¹⁴

(b) “Professional engineering” means a service or creative work, the adequate performance of which requires engineering education, training, and experience in the application of special knowledge of the mathematical, physical, and engineering sciences to the service or creative work as consultation, investigation, evaluation, planning, design, and design coordination of engineering works and systems, planning the use of land and water, facility programming, performing engineering surveys and studies, and the review of construction for the purpose of monitoring compliance with drawings and specifications; any of which embraces these services or work, either public or private, in connection with any utilities, structures, buildings, machines, equipment, processes, work systems, projects, and industrial or consumer products or equipment of a mechanical, electrical, hydraulic, pneumatic, or thermal nature, and including other professional services as may be necessary to the planning, progress, and completion of any engineering services.¹⁵

¹⁰ Utah Code § 11-39-101(3).

¹¹ Utah Code § 11-39-101(4)(a).

¹² Utah Code § 11-39-101(4)(a).

¹³ Utah Code § 63G-6a-103(26).

¹⁴ Utah Code § 58-3a-102(6)(a).

¹⁵ Utah Code § 58-22-102(9)(a).

- (c) The “practice of commercial interior design” means, in relation to obtaining a building permit independent of a licensed architect, the preparation of a plan or specification for, or the supervision of new construction, alteration, or repair of, an interior space within a newly constructed or existing building when the core and shell structural elements are not going to be changed, solely for the following occupancy groups as described in the International Building Code: B and M.¹⁶

“Information Technology” means all computerized and auxiliary automated information handling, including systems design and analysis; acquisition, storage, and conversion of data; computer programming; software; information storage and retrieval; voice, video, and data communications; requisite systems controls; simulation; and all related interactions between people and machines. It does not include Professional Services.¹⁷

“Invitation for Bids” means a document used to solicit bids to provide a Procurement Item or price quotes for a Procurement Item.¹⁸

“Local Business” means a business having: (a) a commercial office, store, distribution center, or other place of business located within the boundaries of Summit County, with an intent to remain therein on a permanent basis; (b) a current business license issued by either Summit County or PCMC; and (c) at least one employee physically present at the local place of business.

“PCMC” means Park City Municipal Corporation, including its agents, employees, and designees. For the purposes of these Rules, PCMC includes all Park City Municipal Corporation affiliated entities, including the Park City Municipal Building Authority, Park City Water Service District, Park City Housing Authority, and the Redevelopment Agency of Park City.

“Person” means an individual, group of individuals, business organization, agency, club, committee, union, or other organization or legal entity.

“Procurement” means the acquisition of a Procurement Item through an expenditure of public funds, or an agreement to expend public funds, including an acquisition through a public-private partnership.¹⁹

“Procurement Item” means an item of personal property, a technology, an Information Technology, a service, or a construction project.²⁰

“Procurement Official” means the individual authorized to undertake the duties and responsibilities of PCMC’s officer for all Procurement as set forth in these Rules.

¹⁶ Utah Code § 58-86-102(3).

¹⁷ Utah Code § 63A-16-102(8).

¹⁸ Utah Code § 63G-6a-103(39).

¹⁹ Utah Code § 63G-6a-103(54).

²⁰ Utah Code § 63G-6a-103(55).

“Professional Services” means labor, effort, or work that requires specialized knowledge, expertise, and discretion in any of the following fields: accounting; administrative law judge service; architecture; construction management; engineering studies, oversight or reviews which do not produce design deliverables; financial services; Information Technology; the law; medicine; psychiatry; or underwriting.²¹ It does not mean Design Professional Services.

“Proposal” means a set of documents submitted by a Person in response to a Request for Proposals. The Proposal may include a price quote, statement of qualifications, and scope of work offered.

“Public-private partnership” means an arrangement or agreement between PCMC and one or more contractors to provide for a public need through the development or operation of a project in which the contractor or contractors share the responsibility or risk of developing, owning, maintaining, financing, or operating the project.²²

“Public Works Project” means the construction of a park, recreational facility, pipeline, culvert, dam, canal, or other system for water, sewage, storm water, or flood control. It does not include the replacement or repair of existing public infrastructure on private property not within a public easement.²³

“Qualified Committee Member” means an evaluation committee member having at least a general familiarity with or basic understanding of the technical requirements relating to the type of Procurement Item that is the subject of the Procurement, or the need that the Procurement Item is intended to address. In addition, the evaluation committee member: (a) does not have a conflict of interest with any of the proposers; (b) can fairly evaluate each Proposal or SOQ; (c) does not contact or communicate with a proposer concerning the Procurement outside the official evaluation committee process; and (d) conducts or participates in the evaluation in a manner that ensures a fair and competitive process and avoids the appearance of impropriety.²⁴

“Request for Proposals (RFP)” means a document used to solicit proposals to provide a Procurement Item.²⁵

“Request for Statement of Qualifications (RSOQ)” means soliciting to receive statements describing the qualifications of bidders or proposers with respect to specified criteria or performance measures for a Procurement Item.²⁶

“Responsible” means capable, in all respects, of: (a) meeting all the requirements of a solicitation; and (b) fully performing all the requirements of the contract resulting from the solicitation, including demonstrated financial ability to perform the contract; and (c) has the integrity, capacity and reliability which will assure good faith performance.²⁷

²¹ Utah Code § 63G-6a-103(58).

²² Utah Code § 63G-6a-103(66).

²³ Utah Code § 11-39-101(12).

²⁴ Utah Code §§ 63G-6a-410(9), 707(5).

²⁵ Utah Code § 63G-6a-103(70).

²⁶ Utah Code § 63G-6a-103(72).

²⁷ Utah Code § 63G-6a-103(74).

“Responsive” means a Solicitation Response that conforms in all material respects to the requirements of the Solicitation and all applicable specifications and Vendor meets the technical requirements to provide the Procurement Item.²⁸

“Small Purchase Process” means the process that may be used to acquire Procurement Items with an aggregate cost limit that does not exceed the Small Purchase Threshold.

“Small Purchase Threshold” means the aggregate cost limit for use of the Small Purchase Process for Procurement.

“Solicitation” means an Invitation for Bids, Request for Proposals, or Request for Statement of Qualifications.²⁹

“Solicitation Response” means a Statement of Qualifications, Proposal, or Bid submitted in response to a Solicitation.³⁰

“Standard Procurement Process” means the Small Purchase Process, the Invitation for Bids Process, the RFP Process, the Approved Vendor List Process, or the Design Professional Services Process.³¹

“State Cooperative Contract” means a contract awarded by the Utah Division of Purchasing and General Services for and on behalf of all public entities in Utah.³²

“Statement of Qualifications (SOQ)” means a document submitted to PCMC in response to a RSOQ.³³

“Unsolicited Proposal” means a written Proposal for a public-private partnership for: (a) an infrastructure project; or (b) a project to collect, analyze, and distribute health data to improve health and health care and to facilitate interaction regarding health and health care issues, that is not submitted in response to a Solicitation.³⁴

“Vendor” means a Person seeking to enter into a contract to provide a Procurement Item, and includes: a bidder, an offeror, a proposer, a design professional, and a Person who submits an “Unsolicited Proposal.”³⁵

²⁸ Utah Code § 63G-6a-103(75).

²⁹ Utah Code § 63G-6a-103(82).

³⁰ Utah Code § 63G-6a-103(83).

³¹ Utah Code § 63G-6a-103(86).

³² Utah Code § 63G-6a-103(87).

³³ Utah Code § 63G-6a-103(88).

³⁴ Utah Code § 63G-6a-712(1).

³⁵ Utah Code § 63G-6a-103(94).

Article II – Authority

2-1. Procurement Official.

The City Manager is designated as the Procurement Official to serve as PCMC's officer for all Procurement conducted under these Rules. The Procurement Official selects the manner of procuring supplies and services and may choose the appropriate method for a particular Procurement, consistent with these Rules, to serve the best interests of PCMC. The Procurement Official also has authority to settle and resolve controversies related to Procurement processes and contracts. The Procurement Official has the authority and duties described in these Rules and in the Utah Procurement Code,³⁶ any of which may be delegated in writing to a PCMC employee, as appropriate. Such delegation will remain in effect until modified or revoked in writing.

2-2. Contract Authority Threshold.

The Procurement Official may approve all purchases and enter into contracts up to and including an aggregate cost over the term of the contract of \$100,000. All purchases and contracts with an aggregate cost over the term of the contract that exceeds \$100,000 require approval of the Park City Council. Accumulated Change Orders or Contract Amendments to an existing contract require approval of the Park City Council if the cost increase is: (1) more than \$100,000 for contracts of \$1,000,000 or less, or (2) more than 10% of the contract amount for contracts over \$1,000,000.

2-3. Small Purchase Threshold.

The Small Purchase Threshold for use of the Small Purchase Process is set at an aggregate cost of the current Bid Limit if applicable, \$100,000 for Professional Services, Design Professional Services, and Informational Technology and \$75,000 for all other Procurement Items~~30,000 for a Procurement Item.~~³⁷

2-4. Incidental Items Maximum.

The purchase of incidental items under an exemption from these rules under Article 5-1K is capped at a maximum expenditure per individual Procurement Item of \$10,000.

2-5. Purchase Order Approval.

All purchase orders must be approved as follows: a supervisor or manager is responsible for the first level of approval, the Finance Manager approves all purchases over \$5,000, and the City Manager approves all purchases over \$100,000. No purchase shall be contracted for, or made, unless sufficient funds have been budgeted in the year in which funds have been appropriated.

Article III – Standard Procurement Processes

³⁶ Utah Code § 63G-6a-106(3).

³⁷ Utah Code § 63G-6a-506(2).

3-1. Small Purchase Process.

- A. When to Use. Small purchases of supplies and services are most effectively made using minimal procurement processes.** With approval of the Procurement Official, all Procurement Items (including supplies, equipment, general services, general construction, technology, Information Technology, Professional Services, Design Professional Services, and Building Improvements, Public Works Projects, or Class C Construction/Maintenance Projects) having an aggregate cost that does not exceed the Small Purchase Threshold may be procured by the Small Purchase Process.³⁸
- B. Method.** With the exception of Professional Services and Design Professional Services, a Person with authority to acquire a Procurement Item must make reasonable efforts to obtain at least three written quotations that meet minimum specifications. Professional Services and Design Professional Services may be procured by direct negotiation after reviewing the qualifications of three or more Vendors. Small purchases may also be made using a Vendor on an Approved Vendor List for the Procurement Item. Small Purchases shall be made based on the best interest of PCMC in light of needs, cost, and availability.³⁹
- C. Record of Quotations.** A record of written or electronic quotations must be maintained for at least 12 months and may be used to facilitate future purchases.
- D. Manipulation Prohibited.** Purchases must not be manipulated to fall within the Small Purchase Threshold. Contracts must not be artificially divided, such as by dividing a single Procurement into multiple, smaller Procurements, or by dividing the work required for a single project solely to make use of this section. Violations of this prohibition may result in criminal penalties.⁴⁰
- E. Single Quote.** If only a single quote can be obtained, the Procurement Official may accept the quote after considering: (1) whether pricing is fair and reasonable; (2) canceling the Procurement; and (3) a Bid Security requirement.⁴¹
- F. Use with Approved Vendor List – Rotation of Vendors.** Small Purchases may be made from a Vendor on an Approved Vendor List without any additional competitive-pricing process, provided that reasonable efforts are made to rotate between Vendors to ensure the fair and equitable treatment of all listed Vendors and promote competition. When practicable, quotes may be obtained from all listed Vendors.⁴²

3-2. Invitation for Bids Process.

³⁸ Utah Code § 63G-6a-506(2).

³⁹ Utah Code § 63G-6a-506(2).

⁴⁰ Utah Code §§ 63G-6a-506(8), 2404.3

⁴¹ Adapted from Utah Admin Code R33-4-109.

⁴² Utah Code § 63G -6a-507.

- A. When to Use.** An Invitation for Bids is typically used to acquire Procurement Items with easily definable characteristics where price is the determinative element. The Procurement Official may direct use of either an Invitation for Bids Process or an RFP Process to procure supplies, equipment, general services, general construction, technology or Information Technology having an aggregate cost that exceeds the Small Purchase Threshold.⁴³ An Invitation for Bids Process in compliance with Section 3-7 must be used for Building Improvements, Public Works Projects, or Class C Road Construction/Maintenance Projects that exceed their respective Bid Limits.
- B. Content.** An Invitation for Bids must include the following: (1) a description or specification of the Procurement Item; (2) deadline and instructions for submission; (3) objective evaluation criteria; (4) the time and place of any bid opening; (5) intended contract terms and conditions; and (6) any other information relevant to the Procurement.⁴⁴
- C. Notice.** An Invitation for Bids must be published either on PCMC's website or the Utah Division of Purchasing and General Services website (U3P) at least seven calendar days prior to the deadline date for submission. The seven-day period may be reduced with approval of the Procurement Official.⁴⁵
- D. Opening.** Bids must be opened consistent with the time and manner set forth in the Invitation for Bids. Bids may not be opened until after the submission deadline. A Bid may not be changed after the deadline if the change is prejudicial to the interest of PCMC or fair competition.⁴⁶
- E. Rejection of Bids.** The Procurement Official must reject a Bid that is not Responsive or the bidder is determined to be not Responsible. A Bid may be rejected in whole or in part when it is determined by the Procurement Official to be in the best interest of PCMC.⁴⁷
- F. Evaluation.** Bids must be evaluated using the specified objective criteria and to achieve the greatest long-term value to PCMC. Criteria not described in the Invitation for Bids may not be used to evaluate a Bid.⁴⁸
- G. Award of Contract.** After evaluating the Bids, PCMC must: (1) award a contract to a Responsible bidder who submits the lowest Responsive Bid and publish on PCMC's website the name and bid amount of the bidder to whom the contract is awarded; or (2) cancel the Invitation for Bids and publish on PCMC's website notice of the cancellation that includes an explanation of the reasons for cancellation.⁴⁹

⁴³ Utah Code § 63G-6a-602.

⁴⁴ Utah Code § 63G-6a-603(2).

⁴⁵ Utah Code §§ 63G-6a-603(3), 112.

⁴⁶ Utah Code § 63G-6a-604(1).

⁴⁷ Utah Code § 63G-6a-902.

⁴⁸ Utah Code § 63G-6a-606.

⁴⁹ Utah Code § 63G-6a-606(3).

- H. Local Business Match.** If the Responsible bidder who submits the lowest Responsive Bid is not a Local Business, and a Responsible Local Business submits a Responsive Bid that is within 5% of such lowest bid, PCMC may offer such Local Business an opportunity to match the lowest bid. If the Local Business agrees to match the lowest bid, PCMC must award the contract to the Local Business at that price. If more than one Responsible Local Business submits a Responsive Bid within 5% of the lowest Bid under this paragraph, the opportunity to match the lowest bid must first be given to the Local Business with the lowest Bid, and next to the Local Business with the second-lowest Bid, and so forth.
- I. Single Bid.** If only a single Bid is received, the Procurement Official may accept the Bid after considering: (1) whether pricing is fair and reasonable; (2) canceling the Procurement, and (3) a Bid Security requirement.⁵⁰
- J. Tie Bids.** In the event of tie Bids, the Procurement Official may award the contract in accordance with the methods provided in Utah Administrative Code R33-6-111, or successor provision.⁵¹

3-3. Request for Proposals (RFP) Process.

- A. When to Use.** An RFP is typically used to acquire Procurement Items (except for Design Professional Services which must use the RSOQ-Negotiation Process in Section 3-6) when needs are difficult to specify and where price is not the determinative element, or where qualifications will be an important element of the performance, such as with Professional Services. The Procurement Official may direct use of either an Invitation for Bids Process or an RFP Process to procure supplies, equipment, general services or Information Technology having an aggregate cost in excess of the Small Purchase Threshold or to procure Building Improvements and Public Works Projects that do not exceed the statutory Bid Limits. Professional Services having an aggregate cost in excess of the Small Purchase Threshold must be procured by an RFP Process where PCMC must make reasonable efforts to deliver the RFP to at least three Responsible parties.⁵²
- B. Content.** An RFP must include the following: (1) a description or specification of the Procurement Item; (2) deadline and instructions for submission; (3) objective evaluation criteria, and if applicable, cost, and subjective evaluation criteria; (4) the time and manner for opening proposals; (5) intended contract terms and conditions; and (6) any other information relevant to the Procurement.⁵³

⁵⁰ Adapted from Utah Admin Code R33-4-109.

⁵¹ Utah Code § 63G-6a-608.

⁵² Utah Code § 63G-6a-702(1).

⁵³ Utah Code § 63G-6a-703(2).

- C. Notice.** An RFP must be published either on PCMC's website or the Utah Division of Purchasing and General Services website (U3P) at least seven calendar days prior to the deadline date for submission. The seven-day period may be reduced with approval of the Procurement Official. In addition to these notice requirements, PCMC must make reasonable efforts to deliver an RFP for Professional Services to at least three Responsible parties.⁵⁴
- D. Addendum.** An RFP addendum that only applies to offerors that have timely submitted proposals may be issued after the submission deadline if, in the opinion of the Procurement Official, the addendum does not change the RFP in a way that would likely have affected the number of Proposals submitted had the addendum been included in the original RFP.⁵⁵
- E. Opening.** Proposals may not be opened or reviewed until after the submission deadline. Contents of a Proposal may not be disclosed to the public or to other proposers, except as provided by law.⁵⁶
- F. Changes Prohibited.** A proposer may not, after the deadline, make a change to a Proposal if the Procurement Official determines that such a change would be prejudicial to PCMC's interests or fair competition.⁵⁷
- G. Discussions with Proposer.** PCMC may have limited discussions with a proposer to obtain a more complete understanding of whether the proposer is Responsible, or the proposer's Proposal is Responsive. A Proposal may be rejected following such discussions if the proposer is determined to be not Responsible or the Proposal is not Responsive.⁵⁸
- H. Rejection of Proposals.** The Procurement Official must reject a Proposal that is not Responsive or where the proposer is not Responsible. A Proposal may be rejected in whole or in part when it is determined to be in the best interest of PCMC.⁵⁹
- I. Evaluation.** Proposals must be evaluated as follows:⁶⁰
- a. An evaluation committee of at least three Qualified Committee Members must be appointed to evaluate Proposals in accordance with the criteria described in the RFP. Criteria not described in the RFP may not be used.
 - b. The Procurement Official may authorize an evaluation committee to receive assistance from an expert or consultant to better understand a technical issue involved in the Procurement.

⁵⁴ Utah Code §§ 63G-6a-703(3), 112.

⁵⁵ Utah Code § 63G-6a-704.4

⁵⁶ Utah Code § 63G-6a-704(1).

⁵⁷ Utah Code § 63G-6a-704(2).

⁵⁸ Utah Code § 63G-6a-704.6(1)

⁵⁹ Utah Code §§ 63G-6a-704.6(2), 902.

⁶⁰ Utah Code § 63G-6a-707.

- c. Unless waived by the Procurement Official in the best interests of PCMC, the evaluation committee is prohibited from knowing or having access to the cost of a Proposal until after the committee submits its recommendation based on scores of all criteria other than cost.
- d. The evaluation committee may not change its final recommended scores once they are submitted to PCMC.
- e. The evaluation committee may deliberate in private.
- f. At the conclusion of the evaluation process, the evaluation committee shall prepare and submit to the Procurement Official a written statement that: recommends a Proposal for an award of a contract, if the evaluation committee decides to recommend a Proposal; and contains the score awarded to the recommended Proposal based on the criteria stated in the RFP; and explains how the recommended Proposal provides the best value to PCMC. This step is **not required** for a contract with a Construction Manager/General Contractor if the contract is awarded based solely on the Vendor's qualifications and the management fee to be paid.

J. Best and Final Offers. If an RFP Process does not result in a clear recommendation, PCMC may, with the approval of the Procurement Official, request best and final offers from Responsible proposers in accordance with the provisions of Utah Code section 63G-6a-707.5 or successor provision. The best-and-final-offer process may only be used when: (1) no single Proposal adequately addresses all the specifications stated in the RFP; (2) all Proposals are unclear or deficient in one or more respects; (3) all cost proposals exceed the identified budget or PCMC's available funding; or (4) two or more Proposals receive an identical evaluation score that is the highest score.⁶¹

K. Award of Contract. Upon receiving a recommendation from the evaluation committee, PCMC may award a contract to the recommended proposer based on the Proposal, and in appropriate circumstances, after negotiation of further details.

L. Single Proposal. If only a single Proposal is received, the Procurement Official may accept the Proposal after considering: (1) whether pricing is fair and reasonable; (2) canceling the Procurement; and (3) a Bid Security requirement.⁶²

⁶¹ Utah Code § 63G-6a-707.5.

⁶² Adapted from Utah Admin Code R33-4-109.

M. Negotiation. In appropriate circumstances, PCMC may negotiate the details of the Procurement with a potential Vendor before a contract is awarded in order to obtain an offer that is most advantageous to PCMC in light of price and the evaluation criteria set forth in the Solicitation materials. PCMC may enter negotiations with the top-ranked proposer to obtain a favorable price or other terms, and may reject that offer if not satisfactory. If PCMC rejects an offer, it may proceed with negotiations with the next subsequently-ranked proposer in a similar manner to obtain an acceptable offer, or may reject all offers.⁶³

3-4. Request for Statement of Qualifications (RSOQ) Process.

A. When to Use. The Procurement Official may direct use of an RSOQ Process to identify qualified Vendors to participate in a subsequent Standard Procurement Process (Invitation for Bids Process or RFP Process). The RSOQ Process must be used to create an Approved Vendor List. No contract may be awarded based solely on the RSOQ Process.⁶⁴

B. Content -Invitation for Bids or RFP. An RSOQ issued in advance of an Invitation for Bids or RFP must include: (1) a statement that participation in the Invitation for Bids Process or RFP Process is limited to qualified Vendors; and (2) the minimum mandatory requirements, evaluation criteria, and applicable score thresholds that will be used to identify qualified Vendors. Examples of selection criteria include experience and work history; management and staff requirements or standards; licenses; certifications and other qualifications; performance ratings or references; financial stability; and other information pertaining to Vendor qualifications that are considered relevant.⁶⁵

C. Content – Approved Vendor List. An RSOQ issued for the purpose of creating an Approved Vendor List must include: (1) a general description of the Procurement Item, type of project or service, acquisition process, and desired type of Vendor; (2) the minimum mandatory requirements, evaluation criteria, and applicable score thresholds that Vendors are required to meet; (3) a statement that only Responsive, Responsible Vendors which meet the stated score thresholds will be included on the Approved Vendor List; (4) a statement that only approved Vendors will be able to participate in the Procurements described in the RSOQ; (5) a statement indicating whether PCMC will use a performance rating system for evaluating Vendors on the Approved Vendor List; (6) a deadline for submission of a Statement of Qualifications; and (7) a requirement that Vendors must submit updated qualifications at least every 18 months from publication of the Approved Vendor List to be retained on the list.⁶⁶

⁶³ Adapted from Utah Admin Code R33-7-104.

⁶⁴ Utah Code §§ 63G-6a-410(1), 410(2), 410(3).

⁶⁵ Utah Code § 63G-6a-410(4).

⁶⁶ Utah Code § 63G-6a-410(5).

- D. Notice.** An RSOQ must be published either on PCMC’s website or on the Utah Division of Purchasing and General Services website (U3P) at least seven calendar days prior to the deadline date for submission. The seven-day period may be reduced with approval of the Procurement Official.⁶⁷
- E. Rejection of SOQ.** The Procurement Official may reject a SOQ that is not Responsive or where the proposer is determined to be not Responsible. A Proposal may be rejected in whole or in part when it is determined by the Procurement Official to be in the best interest of PCMC.⁶⁸
- F. Evaluation Process.** An evaluation committee consisting of at least three Qualified Committee Members must be appointed to score each SOQ that meets the minimum mandatory requirements using evaluation criteria and applicable score thresholds published in the RSOQ. Criteria not included in the RSOQ may not be used. The evaluation committee may, with approval of the Procurement Official, enter into discussions or conduct interviews with or attend presentations by Vendors, for the purpose of clarifying information in the SOQ. The committee’s deliberations may be conducted in private. The Procurement Official may appoint fewer than three Qualified Committee Members if the evaluation criteria are objective, and do not include any criteria that require analysis, assessment, or deliberation. Based on the scores determined by the evaluation committee, the Procurement Official must make a final determination of the Vendors to include in a subsequent Invitation for Bids Process or RFP Process, or Vendors to be included on an Approved Vendor List.⁶⁹
- G. Single SOQ.** If only a single SOQ is received that meets the minimum qualifications, evaluation criteria and applicable score thresholds set forth in the RSOQ, the Procurement Official may cancel the RSOQ or establish an Approved Vendor List that includes the one Vendor if PCMC either: (1) continues to try to identify more Vendors to be included; or (2) immediately reissues the RSOQ and repeats the process.⁷⁰

3-5. Use of Approved Vendor Lists.⁷¹

- A. When to Use.** Approved Vendor Lists may be created and maintained for specific Procurement Items or for a future Procurement Item if the RSOQ includes a general description and the type of Vendor sought to provide the Procurement Item.
- 1.** Any Standard Procurement Process, including Small Purchase, Invitation for Bids, RFP, or Design Professional Services, may be limited to the pre-qualified Vendors on an Approved Vendor List.

⁶⁷ Utah Code §§ 63G-6a-112, 410(6).

⁶⁸ Utah Code §§ 63G-6a-410(8a), 902.

⁶⁹ Utah Code § 63G-6a-410(9).

⁷⁰ Utah Code § 63G-6a-410(12).

⁷¹ Utah Code § 63G-6a-507.

2. Procurement Items may also be acquired directly from a listed Vendor at a pre-established price based on a price list, rate schedule, or price catalog submitted by a Vendor and accepted by PCMC.
3. Small Purchases may be made from a Vendor on an Approved Vendor List without any additional competitive-pricing process, provided that reasonable efforts are made to rotate between Vendors to ensure the fair and equitable treatment of all listed Vendors and promote competition.⁷²

B. RSOQ Process – Selection. Vendors must be selected for an Approved Vendor List using the RSOQ Process set forth in section 3-4.

C. Adding Vendors - Maintenance. Approved vendors may be included on a closed-ended Approved Vendor List or an open-ended Approved Vendor List.

1. A closed-ended Approved Vendor List is subject to a short period of time during which Vendors may be added to the list and must expire no later than 18 months after its creation.
2. An open-ended Approved Vendor List allows Vendors to be added throughout the term of the list. No less frequently than every 18 months, PCMC must verify that each Vendor continues to meet the minimum mandatory requirements stated in the RSOQ.⁷³

D. Publication. After its creation, an Approved Vendor List must be made available to the public.⁷⁴

3-6. Design Professional Services / Design-Build Project – RSOQ and Negotiation Process.⁷⁵

A. When to Use. As required by Utah Procurement Code, Design Professional Services having an aggregate cost that exceeds the Small Purchase Threshold must be procured by the Design Professional Services RSOQ and Negotiation Process set forth herein.⁷⁶ Design Professional Services may also use an Approved Vendor List. The RSOQ-Negotiation Process may be used to procure other Professional Services or to procure a Design-Build Contract.

⁷² Utah Code § 63G-6a-507.

⁷³ Utah Code § 63G-6a-507.

⁷⁴ Utah Code § 63G-6a-507(7)(b).

⁷⁵ PCMC must adopt rules relating to procurement of Design Professional Services. Utah Code § 63G-6a-118,

⁷⁶ Utah Code § 63G-6a-1502(1).

- B. Content.** The RSOQ must include criteria by which the qualifications of a design professional will be evaluated. Examples of such criteria include: (1) the design professional's work history and experience; (2) performance ratings earned by the design professional or references for similar work; (3) a quality assurance or quality control plan; (4) the quality of the design professional's past work product; (5) the time, manner of delivery, and schedule of delivery of the Design Professional Services; (6) the design professional's demonstrated financial ability; (7) a management plan, including key personnel and subconsultants for the project; and (8) other project specific criteria. A RSOQ issued for Design Professional Services may not require a price or cost component.⁷⁷
- C. Notice.** Notice of an RSOQ for Design Professional Services must be published either on PCMC's website or on the Utah Division of Purchasing and General Services website (U3P) at least seven calendar days prior to the deadline date for submission. The seven-day period may be reduced with approval of the Procurement Official. The Procurement Official must encourage licensed design professionals engaged in the lawful practice of their profession to submit an SOQ.⁷⁸
- D. Evaluation Committee.** An evaluation committee of at least three Qualified Committee Members must be appointed to evaluate the SOQs received.⁷⁹
- E. Evaluation of SOQs.** The evaluation committee must consider at least three SOQs, either received in response to the RSOQ or already on file as part of an Approved Vendor List. The committee must evaluate and score each Responsive SOQ based solely on the criteria published in the RSOQ. The committee may conduct discussions or interviews with, or attend presentations by, any design professional under consideration. The committee must then rank in order the top three highest scoring design professionals. The committee's deliberations may be held in private.⁸⁰
- F. Negotiation of Compensation.** The Procurement Official must negotiate a contract with the highest ranked design professional, as determined by the evaluation committee, for the required services at compensation determined to be fair and reasonable. If no fair and reasonable compensation and satisfactory contract documents can be negotiated, the Procurement Official must formally terminate negotiations, and undertake negotiations with the next-highest scoring design professional, repeating this process as necessary until an agreement is reached.⁸¹

⁷⁷ Utah Code § 63G-6a-1502.5.

⁷⁸ Utah Code § 63G-6a-112, 1503(1).

⁷⁹ Utah Code § 63G-6a-1503(3).

⁸⁰ Utah Code § 63G-6a-1503(4).

⁸¹ Utah Code § 63G-6a-1505.

G. Receipt of Fewer Than Three SOQs. If fewer than three Responsible design professionals submit SOQs that are determined to be Responsive, the Procurement Official shall issue a written determination explaining why it is in the best interest of PCMC to continue the fee negotiation and the contracting process with less than three design professionals.⁸²

3-7. Building Improvements, Public Works Projects, and Class C Road Construction/Maintenance Projects Process.

A. When to Use. Building Improvements, Public Works Projects, and Class C Road Construction/Maintenance Projects having an aggregate cost that exceeds the Bid Limit~~Small Purchase Threshold~~ must be procured by the Building Improvements, Public Works, and Class C Construction/Maintenance Projects Process set forth in this section.⁸³

B. Estimate Required. In coordination with the Procurement Official, any department intending to undertake a Building Improvement, Public Works Project or Class C Road Construction/Maintenance Project must prepare plans, specifications, and an estimate of the project cost.⁸⁴ The cost of the Building Improvement, Public Works Project or Class C Road Construction/Maintenance Project may not be divided to avoid Bid Limit or other thresholds.⁸⁵

C. Procurement Process – Not Exceeding Bid Limits. The Procurement Official may direct use of either an Invitation for Bids Process or an RFP Process to procure Building Improvement, Public Works Projects or Class C Road Construction/Maintenance Projects having an estimated cost that does not exceed the respective Bid Limit.⁸⁶

D. Procurement Process – Exceeding Bid Limit. If the estimated cost of the Building Improvement, Public Works Projects or Class C Road Construction/Maintenance Project exceeds the respective Bid Limit, then the Invitation to Bid Process must be used consistent with the modifications in Sections E-J below.⁸⁷

⁸² Utah Code § 63G-6a-1503.5(5)

⁸³ Utah Code § 11-39-103, 72-6-108.

⁸⁴ Utah Code § 11-39-102, 72-6-108(1).

⁸⁵ Utah Code § 11-39-103(2)(b), 72-6-108(2).

⁸⁶ Utah Code § 11-39-104(1)(b).

⁸⁷ Utah Code § 11-39-103(1)(b), 72-6-108(2).

- E. Notice – Exceeding Bid Limit.** An Invitation to Bid for Building Improvements or Public Works Projects exceeding the Bid Limit must be published on PCMC’s website, the Utah Public Notice website (www.utah.gov/pmn) and on the Utah Division of Purchasing and General Services website (U3P), at least five days before opening of bids.⁸⁸ Notice must also be published in a public place reasonably likely to be seen by City residents at least five days before opening of bids.⁸⁹ An Invitation to Bid for a Class C Road Construction/Maintenance Project must be published for three weeks on PCMC’s website, the Utah Public Notice website (www.utah.gov/pmn), and in a public place on or adjacent to the public street..⁹⁰
- F. Award of Contract.** After evaluating the Bids, PCMC must either: (1) award a contract to the Responsible bidder who submits the lowest Responsive Bid; or (2) for a Design-Build Project, enter into a contract with a Responsible bidder that satisfies the criteria relating to financial strength, past performance, integrity, reliability, and other factors that the local entity uses to assess the ability of a bidder to perform fully and in good faith the contract requirements for a Design-Build Project.⁹¹
- G. Local Business Match.** If the Responsible bidder who submits the lowest Responsive Bid is not a Local Business, and a Responsible Local Business submits a Responsive Bid that is within 5% of such lowest bid, PCMC may offer such Local Business an opportunity to match the lowest bid. If the Local Business agrees to match the lowest bid, PCMC must award the contract to the Local Business at that price. If more than one Responsible Local Business submits a Responsive Bid within 5% of the lowest Bid under this paragraph, the opportunity to match the lowest bid must first be given to the Local Business with the lowest Bid, and next to the Local Business with the second-lowest Bid, and so forth.
- H. Single Bid.** If only a single Bid is received, the Procurement Official may accept the Bid after considering: (1) whether pricing is fair and reasonable; (2) canceling the Procurement; and (3) a Bid Security requirement.⁹²
- I. Rejection of Bids.** The Procurement Official may reject any or all Bids submitted and again request bids by the Invitation to Bid Process.⁹³
- J. Contracting Method.** The Procurement Official may select the appropriate contracting method for construction contracts to serve the best interest of PCMC, including: (1) Construction Manager/General Contractor; (2) Design-Build Contract; or (3) any form of contract permitted under state law.⁹⁴

⁸⁸ Utah Code §§ 11-39-103(1)(a); 63G-30-102(1) – defining Class A Notice.

⁸⁹ Utah Code §§ 11-39-103(1)(a); 63G-30-102(1) – defining Class A Notice.

⁹⁰ Utah Code § 72-6-108(3), 63G-30-102(1) – defining Class A Notice.

⁹¹ Utah Code § 11-39-103(1)(b), 72-6-108(2)(a).

⁹² Adapted from Utah Admin Code R33-4-109.

⁹³ Utah Code § 11-39-103(3), 72-6-108(4).

⁹⁴ Utah Code § 63G-6a-1205, 72-6-108(5).

3-8. Public-Private Partnerships.

The Procurement Official may direct that a contract for a Public-Private Partnership having an aggregate cost to PCMC in excess of the Small Purchase Threshold be procured using the RFP process in Section 3-3.⁹⁵

Article IV – Supplementary Procurement Processes

4-1. State Cooperative Contracts.

The Utah Division of Purchasing and General Services ("Division") has executed State Cooperative Contracts with certain Vendors of commonly used Procurement Items which can be found on the Division website. The Division maintains such contracts for and on behalf of all public entities within the state. By negotiating certain contracts at the state level, the Division seeks to leverage the potential buying power of all state entities and to streamline the Procurement process. PCMC may, but is not required to, use State Cooperative Contracts.

- A. When to Use.** When in the best interest of PCMC, Procurement Items may be directly acquired at a fixed cost under a State Cooperative Contract without conducting a Standard Procurement Process, consistent with the Contract Authority Threshold set forth in Section 2.2, after entering into an agreement or participating addendum describing the rights and duties of each party.⁹⁶
- B. Contract Review.** Before acquiring a Procurement Item under a State Cooperative Contract, the Procurement Official must review the Division's contract with the Vendor to ensure that it: (1) satisfies statutory requirements of a State Cooperative Contract; and (2) extends to PCMC all necessary contractual protections, such as indemnification and insurance.
- C. Competition.** The Procurement Official may direct use of additional competitive pricing or Procurement procedures before utilizing a State Cooperative Contract.
- D. Additional Quotations.** In cases where a Procurement Item may be acquired under multiple State Cooperative Contracts with different Vendors, or where Vendors offer bulk discounts, the Procurement Official should obtain one (1) or more written quotes before acquiring a Procurement Item under a State Cooperative Contract.

4-2. Other Cooperative Purchasing.

- A. When to Use.** When in the best interest of PCMC, the Procurement Official may join with other units of Utah government in cooperative purchasing for Procurement Items, consistent with the Contract Authority Threshold set forth in Section 2.2.

⁹⁵ Utah Administrative Code R33-7-900.

⁹⁶ Adapted from Utah Code § 63G-6a-2105(4)(c).

1. PCMC may contract to purchase Procurement Items under contract terms previously negotiated by another Utah governmental entity if the contract terms negotiated by the other governmental entity were entered into in compliance with the solicitation procedures of that governmental entity.
 2. In lieu of a PCMC-sponsored RSOQ, PCMC may contract to purchase Procurement Items from one or more qualified vendors from an approved vendor list that was created and maintained by another Utah governmental entity in accordance with Utah Code §§ 63G-6a-410(5), -507 (e.g. UDOT Consultant Qualified Pools).
- B. **Contract Review.** Before acquiring a Procurement Item under this section, the Procurement Official must ensure the contract terms extend to PCMC all necessary contractual protections, such as indemnification, liability, and insurance.
- C. **Competition.** The Procurement Official may direct use of additional competitive pricing or Procurement procedures before purchasing Procurement Items under this section.

Article V – Exemptions, Exceptions and Waiver

5-1. Exemptions.⁹⁷

The following Procurements are exempt from the requirements of these Rules:

- A. Any matter that is exempt from Procurement requirements under state or federal law;
- B. Acquisitions of a Procurement Item from another public entity;
- C. Acquisition or disposal of real property or an interest in real property;
- D. Grants;
- E. Supplies purchased for resale to the public;
- F. Hiring of a mediator, arbitrator, or arbitration panel member to participate in dispute resolution efforts;
- G. Retaining outside counsel or acquiring litigation support services, including expert witnesses;
- H. Contracts for governmental relations consulting and lobbyist services;
- I. Contracts for executive search services;

⁹⁷ Utah Code § 63G-6a-107.6 (A – F).

- J. Contracts to maintain existing software systems in use by PCMC, including upgrades, license renewals and subscription renewals necessary for continued and ongoing use of existing systems; and
- K. Purchase of minimal, insignificant, or incidental items in the course of daily, ongoing departmental operations that are identified in an approved department budget that comply with the Incidental Items Maximum. Examples of items exempt under this subsection include professional development and training, hand tools, office supplies, and miscellaneous travel expenses.

5-2. Exceptions.

The following exceptions to the requirements of these Rules may be granted with approval of the Procurement Official:

A. Trial-Use Contracts.⁹⁸

1. **Requirements.** Subject to the approval of the City Manager, PCMC may award a trial-use contract without engaging in a Standard Procurement Process if the purpose of the contract is to determine whether the Procurement item will benefit PCMC; assess the feasibility of a Procurement Item that is new or innovative or has a proposed use or application that is novel or unproven; or evaluate whether to conduct a Standard Procurement Process for the Procurement Item being tested. Further, the contract must be: awarded for a Procurement Item not already available to PCMC under an existing contract; restricted to the Procurement of a Procurement Item in the minimum quantity and for the minimum period of time necessary to test it; PCMC's only trial-use contract for that Procurement Item; and not used to circumvent the purposes and policies of these Rules or the Utah Procurement Code.
2. **Term.** The period of trial use or testing of a Procurement Item under a trial-use contract may not exceed 24 months unless the Procurement Official provides a written exception documenting the reason for a longer period.
3. **Content.** A trial-use contract must:
 - a. State that the contract is strictly for the trial use or testing of a Procurement Item;
 - b. State that the contract terminates upon completion of the trial-use or testing period;
 - c. State that PCMC is not obligated to purchase or enter into a contract for the Procurement Item, regardless of the trial-use or testing result;

⁹⁸ Utah Code § 63G-6a-802.3.

- d. State that any purchase of the Procurement Item that is the subject of the trial-use contract will be made in accordance with these Rules and the Utah Procurement code; and
- e. include, as applicable, any additional requirements related to the trial use or testing of the Procurement Item.

4. Publication. Publication of notice is not required for a trial-use contract.

B. Contract Extensions.⁹⁹

1. Extension up to 120 Days. The Procurement Official may enter into a Contract Extension to extend the term of a contract up to 120 days if: it is necessary to avoid a lapse in critical government service or to mitigate a circumstance that is likely to have a negative impact on public health, safety or welfare or property, and,

- a. PCMC is engaged in a Standard Procurement Process for that Procurement Item and the Standard Procurement Process is delayed due to an unintentional error; or
- b. A change in an industry standard requires one or more significant changes to specifications for the Procurement Item; or
- c. An extension is necessary: to prevent the loss of federal funds, to mitigate the effects of a delay of a state or federal appropriation, to enable PCMC to continue to receive a Procurement Item during a delay in the implementation of a contract awarded pursuant to a Procurement that has already been conducted; or to enable PCMC to continue to receive a Procurement Item during a period of time in which negotiations with a Vendor under a new contract for the Procurement Item are being conducted.

2. Extension Exceeding 120 Days. The Procurement Official may enter into a Contract Extension to extend the term of a contract for a period of time exceeding 120 days without engaging in a Procurement process if, after consulting with the City Attorney's Office, the Procurement Official determines in writing that the Contract Extension does not violate state or federal antitrust laws and is consistent with the purpose of ensuring the fair and equitable treatment of all persons who deal with the Procurement process. For example, the term of a contract may be extended in circumstances where the scope and cost are not materially changed, and it would be impractical to award a contract through a Procurement process.

⁹⁹ Utah Code § 63G-6a-802.7.

C. Contract Modifications.

1. The Procurement Official may modify contracts by appropriate Change Order or Contract Amendment without engaging in a Procurement process, consistent with the Contract Authority Threshold set forth in Section 2-2, if:
 - a. The modifications do not affect the scope, price, or term of the contract; or
 - b. The modifications increase the scope of work or cost, the modifications are reasonably related to the original solicitation, and the increase in cost appears reasonable; or
 - c. The modifications reflect a decrease in the scope of work in PCMC's interest.
2. The cost or price of contracts solicited using the Small Purchase Process may not be modified in excess of the Small Purchase Threshold.

D. Emergency Procurements.¹⁰⁰ The Procurement Official may waive any requirement of these Rules if such waiver is necessary to: (1) avoid a lapse in a critical government service; (2) mitigate a circumstance that is likely to have a negative impact on public health, safety, welfare, or property, including a natural disaster; or (3) protect the legal interests of a public entity.

Any Procurement made pursuant to this provision must be made with as much competition as reasonably practicable. Within 14 days of such Procurement, PCMC must publish on its website a description of the emergency necessitating the Procurement, the name of the highest-ranking government official who approved the Procurement, and each written contract related to the Procurement. The term of a contract executed under this provision may be no more than 30 days, except that a contract related to a "natural disaster" as defined under state law may be up to 60 days. These term limits do not apply to an emergency Procurement for legal services.

5-3. Waiver of Standard Procurement Process.¹⁰¹

A. Requirements. The Procurement Official may waive the requirements of these Rules when the Procurement Official determines in writing that:

1. Transitional costs are a significant consideration in selecting a Procurement Item, a cost-benefit analysis demonstrates that transitional costs are unreasonable or cost-prohibitive, and award of a contract without engaging in a Standard Procurement Process is in the best interest of PCMC; or

¹⁰⁰ Utah Code § 63G-6a-803.

¹⁰¹ Utah Code § 63G-6a-802.

2. The award of a contract is under circumstances that make awarding the contract through a Standard Procurement Process impractical and not in the best interest of PCMC. Such circumstances include, but are not limited to, the following:
 - a. The Procurement Item is available from a sole source or a Procurement procedure would be unlikely to produce competition.
 - b. A particular Procurement Item is of particular benefit to PCMC in order to match existing equipment or facilities.
 - c. PCMC needs specialized or confidential services, and a Procurement procedure would undermine that confidentiality or not be beneficial in obtaining the services.
 - d. Waiver of any requirements of these Rules would convenience the public.

B. Notice. If requirements of these Rules are waived, PCMC must publish notice of the Procurement on the PCMC website at least seven days before the Procurement is finalized if the aggregate cost of the Procurement exceeds \$50,000. Such notice is not required if the Procurement is for public utility services pursuant to a sole source contract.¹⁰²

C. Best Interest. If requirements of these Rules are waived, the Procurement Official must nonetheless negotiate with the Vendor to ensure that the terms of the Procurement are in the best interest of PCMC.¹⁰³

Article VI – Protests and Appeals

6-1. Protests and Appeals.

A. Procedure. The provisions set forth in Part 16 Protests, Part 18 Appeals to Court and Court Proceedings, and Part 19 General Provisions Related to Protest or Appeal of the Utah Procurement Code,¹⁰⁴ or their successor provisions, govern any protest or appeal arising from a PCMC Procurement.

B. Protest Officer. The Procurement Official is designated as PCMC’s protest officer.

C. Intervention. As required by Utah Code § 63G-6a-1603(4)(c), PCMC directs that intervention in a protest is governed by the provisions of Utah Administrative Code R33-16-301 - Intervention in a Protest, or its successor provision.

D. Appeals to Court and Court Proceedings. Appeals to Court are governed by the provisions of Utah Administrative Rule R33-18 - Appeals to Court and Court Proceedings, or its successor provision.

¹⁰² Utah Code § 63G-6a-802(3).

¹⁰³ Utah Code § 63G-6a-802(4).

¹⁰⁴ Utah Code § 63G-6a-1601 et seq., 1801 et seq., 1901 et seq.

Comparison of Small Purchase (3 quotes) Thresholds Throughout Utah

Jurisdiction	Goods and Services	Professional Services/Design Professional Services	Public Util equipment and supplies or Public Works	Building Improvements
UDOT	\$250,000**	\$250,000	\$250,000	\$250,000
Weber County	\$100,000*	\$100,000	\$100,000	\$100,000
Davis County	\$75,000*	\$75,000	\$150,000	\$75,000
Spanish Fork	\$75,000	\$75,000	\$75,000	\$75,000
PCMC (proposed)	\$75,000	\$100,000##	Bid limit	Bid limit
State of Utah	\$50,000	\$100,000	Bid limit	Bid limit
University of Utah	\$50,000	\$100,000	Bid limit	Bid limit
Utah County	\$50,000	\$100,000	\$100,000	\$100,000
Heber	\$50,000 (\$100,000)#	\$50,000	\$100,000 or bid limit	\$100,000 or bid limit
Summit County	\$50,000	\$50,000	\$50,000	\$50,000
Washington County	\$50,000	\$50,000	\$200,000***	Bid limit
Moab	\$50,000	\$50,000	\$50,000	\$50,000
St. George	\$50,000	\$50,000	\$50,000	\$50,000
South Jordan	\$50,000	\$100,000	\$50,000	\$50,000
Park City (current)	\$30,000	\$30,000	Bid limit	Bid limit
West Jordan	\$28,082****	\$25,000	Bid limit	Bid limit
Orem	\$25,000	No limit	Bid limit	Bid limit
Lehi	\$25,000	\$25,000	\$125,000	\$125,000
Midway	\$25,000	\$25,000	\$125,000	\$40,000
Aspen, CO	\$100,000	\$100,000	-	-
Vail, CO	Undefined*****	Undefined*****	-	-

Note 1: Some thresholds include the highest dollar amount, and some are “up to” that amount (e.g. \$50,000 vs \$49,999.99). For readability and ease of comparison, values were rounded up.

Note 2: Bid limits for 2024: Building Improvements: \$60,498; Public Works \$190,801

* Purchasing Agent has the authority and discretion to require an RFP for costs exceed this threshold amount but it’s not required by law or policy.

** UDOT adopted the federal standard in 48 CFR 2.101 (simplified acquisition threshold).

*** For construction and repair of roads.

**** Increases annually by greater of 3% or CPI

*****Colorado procurement code is very different from Utah. Vail is required to do a formal process at \$150,000 by state code however, they often do a formal process below that level.

Public utilities equipment and supplies have a limit of \$100,000 for quotes process

including Information Technology

Sources

State of Utah: [https://www.law.cornell.edu/regulations/utah/Utah-Admin-Code-R33-5-108#:~:text=Utah%20Admin.Code%20R33%2D5%2D108%20%2D%20Small%20Purchases%20of,Professional%20Service%20Providers%20and%20Consultants&text=\(2\)%20The%20small%20purchase%20threshold,the%20qualification%20of%20medical%20providers.](https://www.law.cornell.edu/regulations/utah/Utah-Admin-Code-R33-5-108#:~:text=Utah%20Admin.Code%20R33%2D5%2D108%20%2D%20Small%20Purchases%20of,Professional%20Service%20Providers%20and%20Consultants&text=(2)%20The%20small%20purchase%20threshold,the%20qualification%20of%20medical%20providers.)

<https://casetext.com/regulation/utah-administrative-code/administrative-services/title-r33-purchasing-and-general-services/rule-r33-5-other-standard-procurement-processes/section-r33-5-107-quotes-for-small-purchases-from-5000-to-50000>

University of Utah: <https://regulations.utah.edu/administration/rules/r3-100d.php#IIb.R3-100D>

Summit County: https://codelibrary.amlegal.com/codes/summitcountyut/latest/summitcounty_ut/0-0-0-1097#JD_1-16-6

Utah County: <https://www.utahcounty.gov/dept/clerkau/Purchasing/ProcRulesRegs.pdf>

Davis County: <https://www.utah.gov/pmn/files/1082135.pdf>

Weber County: https://weber.municipalcodeonline.com/book?type=ordinances#name=Sec_3-1-7_Type_Of_Procurement_Process_Is_Based_On_Total_Cost

Washington County:

https://codelibrary.amlegal.com/codes/washingtoncout/latest/washingtonco_ut/0-0-0-751

Ogden: https://codelibrary.amlegal.com/codes/ogdencityut/latest/ogdencity_ut/0-0-0-6968

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St. George: <https://stgeorge.municipal.codes/Code/1-10B-3>

West Jordan: https://codelibrary.amlegal.com/codes/westjordanut/latest/westjordan_ut/0-0-0-40063

West Valley City: <https://westvalleycity.municipal.codes/Code/5-3-104>

Salt Lake City:

<https://www.slcinfobase.com/ppareo/default.htm#!WordDocuments/procurementchapter11smallpurchases.htm>

Sandy: https://library.municode.com/ut/sandy/codes/city_code?nodeId=COOR_TIT7PUPR_CH7-1PU

South Jordan: https://southjordan.municipalcodeonline.com/book?type=policies#name=POLICY_210-01_PURCHASING_POLICY

Lehi: https://codelibrary.amlegal.com/codes/lehiut/latest/lehi_ut/0-0-0-490

Spanish Fork:

https://spanishfork.municipalcodeonline.com/book?type=ordinances#name=3.08_Purchasing_System

Heber: https://heber.municipalcodeonline.com/book?type=ordinances#name=3.14_Purchasing_Policy

Midway: <https://midwaycityut.org/government/codes-policies/>

Exhibit C – Examples:

Increasing efficiency and flexibility with increases to Small Purchase Thresholds

After consulting with various departments, we identified several hurdles in the procurement process that often lead to unnecessarily time-consuming procedures without achieving more competitive pricing. Below are examples that demonstrate the potential for increased efficiency and cost savings by implementing higher Small Purchase thresholds:

1. IT Department – IT has opportunities to negotiate costs, especially for smaller businesses that have limited windows of availability or have cash flow challenges and must move inventory. When the buying scale is increased, some larger companies have quarterly incentives that can provide the City with significant savings if not using an RFP process.

For example, if IT wants to purchase a license for a software item, and the license is \$20,000 for one year, it can use the Small Purchase (quotes) process. However, often the vendor will offer a 3-year term for much less per year (i.e. \$15,000), which is then \$45,000 and requires an RFP process to obtain because the purchase exceeds the \$30,000 quotes threshold. This attempt to negotiate occurs regularly and the current thresholds are too low to allow the City to capitalize on these types of offers.

2. Transportation Planning – When a Notice of Funding Opportunity (NOFO) is issued by the federal government, there is usually not enough time for to conduct a procurement process for a specialist team of service providers to perform that application-specific analysis. For example, in 2021, the Build grant for the SR224 analysis was \$36,000 with HDR, so it was above the current small purchase threshold of \$30,000. If the needed specialist/expertise is not on the pre-qualified vendor list, then Transportation may not be agile enough to prepare a response to a NOFO grant opportunity.

In addition, this department engaged a design professional to prepare a vision plan and initial concept design for \$20,000 (under the current \$30,000 threshold). Then Transportation Planning was asked to do more work on this area including renderings and environmental work for an additional \$40,000 (total contract cost now \$60,000). Under the current Procurement Rules, the department is required to do an RFP or possibly obtain a waiver if it can be appropriately justified. These smaller dollar amount design contracts that have added additional scope are common occurrences. A threshold of \$100,000 would be more efficient obtaining these regularly used services in a timely manner.

3. Housing – Housing recently sought to renovate several PCMC-employee housing units on Cooke Drive. Timing for each renovation was known only when the specific units was vacated, sometimes one or two at a time, with little lead time to procure a contractor. Estimated amounts for the work were between \$70-80,000. These amounts were small enough that it was very difficult to generate interest in an RFP, as smaller contractors often do not have the resources to respond to formal RFP or bid type processes for smaller projects and prefer bids and quotes.

The proposed increase to the Small Purchase threshold for construction to the Bid Limit would allow lower dollar construction to be procured using the quotes process quickly, efficiently, and with attention to quality and reputation of the providers.

4. Facilities/PCPD – PCPD sought to replace the carpet at the police station. The estimated cost was \$50,000, which is above the current small purchase threshold of \$30,000. Instead of getting bids, PD needed to go through a time-consuming RFP process which required providers to prepare a submission. This proved inefficient and likely less competitive than obtaining bids for this item.
5. On-Call snowplow contracts – Currently these contracts are limited to \$30,000, where the anticipated costs, due to inflation of fuel and labor, are generally closer to \$50,000 annually. This is simply a result of economic changes outside PCMC control, as our supplemental snowplow contracts are providers that provide services to numerous other private property owners and HOAs. A threshold increase could provide additional competition and flexibility to hire small and larger providers.

Resolution 29-2024

A RESOLUTION ADOPTING REVISED PROCUREMENT RULES FOR PARK CITY MUNICIPAL CORPORATION

WHEREAS, the City Council of Park City, Utah, supports procurement rules that are transparent, fair, and equitable to Park City Municipal Corporation (PCMC) and those seeking to provide goods and services to PCMC;

WHEREAS, pursuant to Resolution 03-2023, PCMC previously adopted Procurement Rules on March 9, 2023 which rules foster effective broad-based competition and allow PCMC to meet procurement needs in a cost-effective and efficient manner; and,

WHEREAS, PCMC desires to adopt certain amendments and updates to the Procurement Rules to further their purpose; and,

WHEREAS, pursuant to Utah Code Title 63G, Chapter 6a, known as the “Utah Procurement Code,” the City Council hereby exercises its rulemaking authority;

BE IT ORDAINED BY THE CITY COUNCIL OF PARK CITY, UTAH, THAT:

SECTION 1: APPROVAL. The Park City Council hereby adopts the attached revised Procurement Rules which govern all expenditures of public funds used to acquire items including equipment, supplies, personal property, technology, services, and construction projects. These rules do not apply to the acquisition of real property or an interest in real property, or to the acquisition of items from other public entities.

SECTION 2: REPEAL. The prior version of the Procurement Rules is hereby repealed and replaced in its entirety.

SECTION 3: EFFECTIVE DATE: This Resolution shall take effect immediately and apply to procurement initiated after the date of adoption.

This resolution is passed and adopted this 21st day of November, 2024.

PARK CITY MUNICIPAL CORPORATION

Mayor Nann Worel

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Margaret Plane, City Attorney



City Council Staff Report

Subject: Amendments to Title 13-4 "Regulation and Enforcement of Stormwater Discharges Associated with Construction Activities"
Author: Christine Williams
Department: Public Utilities
Date: December 12, 2024

Recommendation

Review and consider amendments to the Park City Code, Title 13-4 "*Regulation And Enforcement Of Stormwater Discharges Associated With Construction Activities*".

The proposed amendments align Park City code with State law, as recently amended in 2024 within Utah House Bill 507 ([HB507](#)).

Executive Summary

Park City Municipal owns and maintains an extensive stormwater drainage system classified by the State of Utah as a Municipal Separate Storm Sewer System, or MS4. In 2016, Park City was designated as an MS4 and since then, we have been obligated to maintain a permit under State and Federal laws.

During the 2024 legislative session, the State adopted HB507 with the intent to standardize construction stormwater permitting statewide and create consistency in Best Management Practices, Stormwater Pollution Prevention Plans, Inspections, Fees, and Enforcement. The proposed amendments align the Park City code with HB507 and only apply to MS4 Stormwater permits and will not affect how the City conducts its regulatory functions for any other development permit.

Analysis

Changes to 13-4-2 Definitions

Proposed amendments to definitions are:

- The removal of "Alternative Best Management Practices".
- The addition of "Applicant".
- The addition of "Application".
- The removal of "Common Plan Permit".
- The removal of "Construction General Permit".
- The addition of "Electronic Site Inspection".
- The change of "Land Disturbance Permit" to "Work Permit".
- The removal of "Notice of Intent (NOI)".

Changes to 13-4-4 Land Disturbance Permit

Proposed amendments to change "Land Disturbance Permit" to "Work Permit" to more closely align with permits currently issued.

Proposed amendments are related to the requirement from HB507 stating: *Each municipal system shall complete the review of the prevention plan within 14 business days after the day on which the applicant submits a complete prevention plan.*

- Previously the code stated 15 days.

Changes to 13-4-6 Inspection And Entry

Proposed amendments are related to the requirement from HB507 stating: *A municipal system shall conduct an oversight inspection through an electronic site inspection.*

- Currently, we conduct monthly inspections by visiting the site in person. We are now required to allow electronic submission for these oversight inspections. During the pre-construction meeting, a contractor/owner will either opt in or out of electronic submission for our monthly SWPPP inspections.

Proposed amendments are related to the requirement from HB507 stating: *No permit, rule, or action by a municipal system for the purpose of administering the program may be more stringent than the minimum requirements of the federal Clean Water Act.*

- Removed language to comply with this requirement.

Changes to 13-4-7 Revocation or Suspension of Land Disturbance Permit

Proposed amendments are related to the requirement from HB507 stating: *Any violation found by the municipal system may not result in an order to stop construction activity if:...*

- Previously we stated we would issue a Stop Work Order if there was a violation found during an oversight inspection. Now, there is a very specific process for identifying a violation.
- Removed “Exceptional Circumstances”, “Stop Work Order” and “Reinstatement” to align with the requirements of HB507.

Changes to 13-4-8 Penalties

Proposed amendments are related to the requirement from HB507 stating: *Any violation found by the municipal system may not result in an order to stop construction activity if:...*

- Removed “Criminal Penalties” and “Control Measures Undertaken by Park City” to align with the new notice of violation process.

Funding

No funding is required.

Exhibit A: 13.4 Regulation and Enforcement Of Stormwater Discharges Associated With Construction Activities Proposed Amendments

Exhibit B: Ordinance No. 2024-20

13-4 Regulation And Enforcement Of Stormwater Discharges Associated With Construction Activities

13-4-1 Purpose

13-4-2 Definitions

13-4-3 Prohibition On Unpermitted Land Disturbance

13-4-4 ~~Land Disturbance~~Work Permit

13-4-5 Proper Operation And Maintenance

13-4-6 Inspection And Entry

13-4-7 Revocation Or Suspension Of ~~Land Disturbance~~Work Permit

13-4-8 Penalties

13-4-9 Compliance With Federal And State Law

13-4-10 Perimeter Control Exemptions

13-4-11 Severability

13-4-12 Effective Date

13-4-1 Purpose

The purpose of this Chapter is to prevent the discharge by storm water runoff of sediment and other pollutants from land disturbance activities such as excavating, grading, filling, or grubbing. These activities are a major source of pollution to waterways and storm drain systems located within Park City and the surrounding area. Storm water runoff carries sediment from sites where these activities occur into nearby waterways, lakes, canals, irrigation systems, and storm drain systems. Such sediment clogs storm drain systems, pollutes the water in the streams and lakes, and damages wildlife habitat and water quality.

HISTORY

~~Adopted by Ord. 2024-20 on 12/12/2024~~ Adopted by Ord. 2020-44 on 9/17/2020

13-4-2 Definitions

For the purpose of this Chapter, the definitions listed hereunder shall be construed as specified in this section.

- ~~1. ALTERNATIVE BEST MANAGEMENT PRACTICES (BMPs). BMPs that do not conform to BMP Standards identified by the City Engineer. The City Engineer may, in his discretion, approve a SWPPP containing alternative BMPs if the alternative BMPs will satisfy the objectives of this Chapter.~~
- ~~1. APPLICANT. The person that applies for a construction storm water permit to conduct or propose to conduct a use of land for a construction site.~~
- ~~2. APPLICATION. An Application for a Utah Department of Environmental Quality Construction General Permit or a Common Plan Permit which includes a construction storm water permit.~~
- ~~2.3. BEST MANAGEMENT PRACTICES (BMPs). Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the City. BMPs also include treatment requirements,~~

operating procedures, and practices to control site runoff, off-site vehicular tracking of Pollutants, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

- 3.4. BEST MANAGEMENT PRACTICES STANDARDS (BMP Standards). In order to provide uniform BMPs and to facilitate the issuance of Land Disturbance Work Permits, the City ~~Engineer may identify for certain types of land Disturbance Activities~~ has identified certain sets of BMPs that most effectively or practicably mitigate the discharge of pollutants due to storm water. ~~These BMP Standards may be included in any document that is maintained by the City Engineer and relates to engineering standards to facilitate the issuance of Land Disturbance Permits for certain types of Work Permits.~~ Work Permit.
- 4.5. COMMENCEMENT OF CONSTRUCTION. The initial disturbance of soils associated with clearing, Grubbing, Grading or Excavating activities or other construction activities, excluding activities necessary to install erosion ~~Control Measures~~ BMPs under a Land Disturbance Work Permit.
5. ~~COMMON PLAN PERMIT. A permit issued through the Utah State Department of Environment Quality. This permit may be commonly referred to as a Notice of Intent or NOI.~~
6. ~~CONSTRUCTION GENERAL PERMIT. A Permit issued through the Utah State Department of Environment Quality. This permit may be commonly referred to as a Notice of Intent or NOI.~~
- 7.6. CONTROL MEASURE. ~~Any Best Management Practice or other~~ Any method used to prevent or reduce the discharge of Pollutants.
7. ELECTRONIC SITE INSPECTION. Geo-located and time-stamped photos taken, evaluated, and submitted electronically by the applicant to the City.
8. EXCAVATION. The mechanical removal of earth material.
9. FILL. A deposit of earth material placed by artificial means.
10. FINAL STABILIZATION. A point in time at which all Land Disturbance Activities at the site have been completed, and a uniform (e.g. evenly distributed, without large bare areas) perennial vegetative cover with a density of 70% of the native background vegetative cover for the area has been established on all unpaved areas and areas not covered by permanent structures, or equivalent permanent stabilization measures (such as the use of rip rap, gabions, or geotextiles) have been employed. In some parts of the City, background native vegetation will cover less than 100% of the ground (e.g. arid areas). Establishing at least 70% of the natural cover of native vegetation meets the vegetative cover criteria for final stabilization. For example, if the native vegetation covers 50% of the ground, 70% of 50% would require 35% cover for final stabilization.
11. GRADING. "Grading" as used in this Chapter is defined in Section 15-15-1.
12. GRUBBING. "Grubbing" as used in this Chapter is defined in Section 15-15-1.

13. LAND DISTURBANCE ACTIVITY. Any soil disturbances of an acre or more, including less than an acre if it is part of a common plan of development or sale, where the disturbance is caused by construction activity including Excavation, Grading, placement of Fill, clearing or Grubbing.

~~14. LAND DISTURBANCE PERMIT. A permit issued by the City Engineer authorizing the permittee to engage in specific Land Disturbance Activities. The permit may require the implementation of a SWPPP or any other conditions to mitigate the discharge of Pollutants.~~

~~15. NOTICE OF INTENT (NOI). A Construction General Permit or Common Plan Permit.~~

~~16.~~ 15. PERSON. Any individual, corporation, partnership, association, public utility, company or body politic, including Park City Municipal Corporation and any agency of the State of Utah and the United States Government.

~~17.~~ 16. POLLUTANT. Dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt and industrial, municipal, and agricultural waste discharged into water.

~~18.~~ 17. SITE. Any lot or parcel of land or contiguous combination thereof, under the same ownership, where a Land Disturbance Activity is performed or permitted.

~~19.~~ 18. STORM WATER. Storm water runoff, snow melt runoff, and surface runoff or drainage.

19. STORM WATER POLLUTION PREVENTION PLAN (SWPPP). A plan for the mitigation of discharge of Pollutants from a Site, conforming to BMP Standards ~~or identifying Alternative BMPs.~~ At a minimum, the SWPPP shall have: a drawing of the location of the intended Land Disturbance Activity; the pertinent dimensions thereof; and the layout, typical sections, and details of the ~~Control Measures~~ BMPs to be used.

20. WORK PERMIT. A permit issued by the Planning, Engineering or Building Departments authorizing the Applicant to engage in specific Land Disturbance Activities. The permit may require the implementation of a SWPPP or any other conditions to mitigate the discharge of Pollutants.

~~21.~~

HISTORY

Adopted by Ord. 2024-20 on 12/12/2024 ~~Adopted by Ord. 2020-44 on 9/17/2020~~

13-4-3 Prohibition ~~On~~ Unpermitted Land Disturbance

1. General Prohibition on Unpermitted Land Disturbance Activities. No Person shall make or cause to occur any Land Disturbance Activity except in compliance with a Land Disturbance ~~Work~~ Permit ~~issued under Section 13-4-4~~.
2. Emergency Conditions. An emergency Land Disturbance Activity may be made without a Land Disturbance ~~Work~~ Permit if the reason for the excavation or grading or placement fill is to prevent imminent loss of life or damage to property. In such emergency

situations, the Person making the Land Disturbance Activity shall contact the City ~~Engineer's Office~~ to secure a Land Disturbance Work Permit at the earliest possible time, but in no case later than the first working day following the emergency work. None of the provisions of this Chapter are waived for emergency situations except for the prior permit requirement.

3. Exemptions. The following activities are exempt from the requirements of this Chapter:

1. actions by a public agency or utility, Park City, or other governmental agency to remove or alleviate an emergency condition, restore utility service, or reopen to traffic a public thoroughfare;
2. actions by any Person if the City determines and documents in writing that the actions are necessary to remove or alleviate an emergency condition, restore utility service, or reopen to traffic a public thoroughfare; or

~~3. landscape maintenance activities on fully developed property; or~~

- ~~4.3.~~ _____ bona fide agricultural and farming operations which constitute the principle use of any parcel or tract of ground located in the City and which meet the requirements of the zoning for that portion of the City in which the operation is located.

HISTORY

Adopted by Ord. 2024-20 on 12/12/2024~~Adopted by Ord. 2020-44 on 9/17/2020~~

13-4-4 Land Disturbance Work Permit

1. Requirements

1. The City ~~Engineer~~ may issue a Land Disturbance Work Permit, in a form to be determined by the City ~~Engineer~~, for the discharge of Pollutants associated with Land Disturbance Activities upon condition that such discharge will meet either: (a) any ~~Best Management Practices Standards (BMP Standards)~~ identified by the City ~~Engineer~~, or (b) such conditions as the City ~~Engineer~~ determines are necessary to fulfill the requirements of this Chapter. A Land Disturbance Work Permit shall be required for any project that requires a permit under any other ordinance, development code, or building permit issued by Park City that includes any Land Disturbance Activity. Where required by state law, City permits shall require the submission of a Utah Pollutant Discharge Elimination System permit and NOI Application from the State of Utah Division of Water Quality.
 2. The permit holder shall comply with all provisions of the required permits at all times.
2. Work Permit Applications~~Applications. Work Permit applications~~ shall be made using permit forms published by the City ~~Engineer and completed by the owner of the property on which the work is being done. Applications shall be made, in the case of work within a public right-of-way, by the firm, public utility, public agency or corporation actually doing the work, or in the case of work within a private road or private road right-of-way, by the owner of the road or association responsible for the maintenance of the road.~~

Applications for all permits shall be made to the City ~~Engineer's office~~ and state the purpose therefore; the person, firm, public utility, or corporation ~~doing~~performing the ~~actual~~ work; and the name of the person, firm, public utility, or corporation for whom or by which the work is being done. The application shall contain:

1. an agreement that the ~~applicant~~Applicant will comply with all ordinances and laws of Park City, the State of Utah, and the Federal Government relating to the work to be done;
2. an agreement that the ~~applicant~~Applicant shall indemnify the City for any loss, liability, or damage that may result from or because of the making, placement, existence, or manner of guarding or constructing any such Land Disturbance Activity; and
3. ~~either~~if applicable:
 1. a copy of the ~~applicant's~~Applicant's Construction General Permit or Common Plan Permit, if applicable, ~~or~~and
 2. a Storm Water Pollution Prevention Plan (SWPPP).
3. Fees. The City Council may adopt a review and inspection fee to provide for the requirements of this Chapter. Such fee, if adopted, shall accompany each application for a permit.
4. Review and Approval of Applications.
 1. The City Engineer or ~~his~~their designee will review each application for a ~~Land Disturbance~~Work Permit to determine its conformance with the provisions of this Chapter. ~~The City Engineer may, in his discretion, approve a SWPPP containing Alternative BMPs.~~ Within ~~fifteen (15)~~14 days after receiving ~~ana~~a complete application, the City ~~Engineer~~ shall provide one of the following responses in writing:
 1. Approval of the permit application and issuance of the ~~Land Disturbance~~Work Permit;
 2. Approval of the permit application, subject to such reasonable conditions as may be necessary to substantially secure the objectives of this Chapter, and issuance of the ~~Land Disturbance~~Work Permit subject to these conditions; or
 3. Denial of the permit application, indicating the reason(s) for the denial.
 2. If the City ~~Engineer~~ has granted conditional approval of the permit, the ~~applicant~~Applicant shall submit a revised plan that conforms to the conditions established by the City ~~Engineer~~. However, the ~~applicant~~Applicant shall be allowed to proceed with ~~his land disturbance activities~~their Land Disturbance Activities so long as those activities conform to the conditions established by the City ~~Engineer~~.

3. No development plans will be released until the Land Disturbance Work Permit has been approved and the applicantApplicant has paid in full all plan review and inspection fees.
5. Content of Permit. The Land Disturbance Work Permit shall contain all elements required under the SWPPP or the most current Construction General Permit or Common Plan Permit, whichever is applicable to the site. ~~The Land Disturbance Permit may require more than the minimum control requirements specified within the SWPPP or Construction General Permit or Common Plan Permit if hydrologic, geologic, or topographic conditions warrant, or if unique flooding, stream channel erosion, or water quality problems exist upstream or downstream from a proposed project.~~
6. ~~Appeals An applicant for a Land Disturbance Permit whose application has been denied or approved with conditions may appeal the denied or imposed conditions in the same manner as other impact fees, pursuant to Section 11-13-5.~~

HISTORY

Adopted by Ord. 2024-20 on 12/12/2024~~Adopted by Ord. 2020-44 on 9/17/2020~~

13-4-5 Proper Operation **Andand** Maintenance

1. Installation of ~~Control MeasuresBMPs~~. The permitteeApplicant shall install any Control MeasuresBMPs required by the Land Disturbance Work Permit before commencing any construction activities on the site to which the Land Disturbance Work Permit applies, or at such time as indicated on the Land Disturbance Work Permit. The Control MeasuresBMPs shall be properly installed and maintained in accordance with the manufacturer's specifications and good engineering practices. Prior to commencing other construction activities, the permitteeApplicant shall contact the Park City Building Department to schedule an inspection of the installed Control MeasuresBMPs. This inspection may be performed as part of a Limits of Disturbance inspection under Sections 15-7.3-2(J), 15-7.3-3(H), or 11-15-4(K), if any such inspection is required for the same project.
2. Maintenance of ~~Control MeasuresBMPs~~. The permitteeApplicant shall maintain such Control MeasuresBMPs on the site in good condition until the disturbed areas have achieved Final Stabilization, and the measures are no longer necessary to prevent or minimize, to the maximum extent practicable, the discharge of sediment, debris, and other Pollutants from the site by Storm Water runoff or vehicular tracking. Once any temporary Control MeasuresBMPs have been deemed no longer necessary, or once the site is finally stabilized, the temporary Control MeasuresBMPs shall be removed from the site in a timely manner.
3. Removal of ~~Control MeasuresBMPs~~. Upon completion of Land Disturbance Activities under the Land Disturbance Work Permit, the ownerApplicant shall request an inspection from the City Engineer.City's SWPPP Inspector. Once the City inspector deems the site stabilized, the ownerApplicant shall remove in a timely manner any temporary Control MeasuresBMPs.

HISTORY

Adopted by Ord. 2024-20 on 12/12/2024~~Adopted by Ord. 2020-44 on 9/17/2020~~

13-4-6 Inspection ~~And~~ Entry

1. ~~The permittee~~The Applicant shall provide Electronic Site Inspection photos for monthly oversight inspections conducted by the City until Final Stabilization is reached. The submission must include a photo of each BMP and the general site. The Applicant must also identify any BMP which has failed as well as the corrective action which will be taken. If all photos are not included in the submission, the Applicant shall allow authorized employees and representatives of Park City, State of Utah Division of Water Quality, and the United States Environmental Protection Agency to enter the site for inspection.
- 1.2. If the Applicant documents a reason for opting out of Electronic Site Inspections the City will conduct onsite inspections. This will be documented during the pre-construction meeting. The Applicant shall allow authorized employees and representatives of Park City, State of Utah Division of Water Quality, and the United States Environmental Protection Agency to enter the site to which the ~~Land~~ Disturbance ~~Work~~ Permit applies and to inspect the temporary BMP and permanent Control Measures installed and maintained by the ~~permittee or property owner~~ Applicant. Such entry and inspection may be made at any time during or a reasonable time after construction. ~~If permanent Control Measures are required, such entry and inspection may be made in perpetuity.~~
- 2.3. Inspections During Construction
 1. For construction sites requiring a Construction General Permit or Common Plan Permit, inspection frequency and maintenance and repair consistent with BMPs are as defined in such permit. Sites deemed high-priority by the City shall also be inspected by the ~~owner~~ Applicant after every rainfall event in accordance with the permit.
 2. ~~All Applicants at all~~ other construction sites shall at a minimum conduct a bi-weekly visual inspection of BMPs to ensure they are in good condition. Disturbed areas and areas used for storage of materials exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering a drainage system.
 3. Repair to BMPs shall be made in accordance with the ~~Land Disturbance~~ Work Permit or as noted in the inspection report, whichever is more stringent.

HISTORY

Adopted by Ord. 2024-20 on 12/12/2024~~Adopted by Ord. 2020-44 on 9/17/2020~~

13-4-7 ~~Revocation Or Suspension Of Land Disturbance~~Violations of Work Permit

1. A Work Permit is subject to all applicable regulations and procedures described in Title 11 of the Park City Municipal Code with respect to construction regulations, processes, and the general provisions of the City's Administrative Code Enforcement (ACE) program.

4.2. ~~Reasons for Revocation or Suspension.~~ ~~Violations.~~ The City Engineer ~~or his, their~~ designee, ~~or a Code Enforcement Official~~ may ~~revoke or suspend a Land Disturbance~~ issue a violation on a Work Permit upon the occurrence of any of the following:

1. failure of the ~~permittee~~ Applicant to comply with any condition of the ~~Land Disturbance~~ Work Permit;
2. failure of the ~~permittee~~ Applicant to comply with any provision of this Chapter or any other applicable law, ordinance, rule or regulation; or
3. a determination by the City ~~Engineer~~ that the ~~Control Measures~~ BMPs implemented by the ~~permittee~~ Applicant pursuant to the ~~Land Disturbance~~ Work Permit are inadequate to prevent or minimize, to the maximum extent practicable, the discharge of sediment, debris or other Pollutants from the construction site by Storm Water runoff or vehicular tracking.
~~Revocation or suspension of a Land Disturbance Permit shall suspend all related work on the subject property(ies).~~

3. ~~Notice.~~ Before ~~revoking or suspending~~ issuing a ~~Land Disturbance~~ violation of a Work Permit under this Chapter, Park City shall ~~mail~~ provide the ~~permittee~~ Applicant written notice of non-compliance ~~or personally serve notice to the person responsible for maintaining the erosion control and sediment control measures.~~ The notification process is as follows:

2.1. ~~The notice shall state the nature and location of the non-compliance and shall specify what action is required for the~~ ~~permittee~~ Applicant to avoid ~~revocation or suspension of an order to stop construction and~~ the ~~permit~~ deadline to correct the issue, which in the absence of exceptional circumstances shall not be less than ~~71~~ working ~~days~~ day or more than ~~105~~ working days. The notice shall be sent ~~by certified mail~~ to the address listed for the ~~permittee~~ Applicant on the ~~application~~ Application or delivered in person to the ~~responsible party~~ Applicant on site.

3. ~~Exceptional Circumstances.~~ For the purposes of this Chapter, ~~exceptional circumstances include, but are not limited to, situations which involve risk of injury to persons, damage to storm drain facilities, imminent release of Pollutants to waterways, or damage to other property. Park City may take any action deemed necessary to alleviate any such exceptional circumstances defined above and may bill the permittee, property owner, developer, or contractor responsible for creating the exceptional circumstances for the cost of alleviating said circumstance.~~

4. ~~Stop Work Order.~~ A stop work order on all construction activity on the site may be issued upon the discovery of any condition that the City Engineer or his appointed designee determines is in violation of any portion of the Land Disturbance Permit. No construction activity may be commenced or continued on any site for which a permit has been revoked or suspended and a stop work order issued until the permit has been reinstated or reissued.

~~5. Reinstatement. A Land Disturbance Permit may be reinstated or reissued upon review and approval of a written description of the permittee's proposed actions to bring the Control Measures into compliance with all provisions of this Chapter, or upon submission, review, and approval of a revised SWPPP.~~

~~1. The City may perform an inspection to verify that the violation is corrected.~~

~~2. If an Applicant does not correct the violation described within the deadline, the City will provide notice, in writing, that the violation has not been corrected and issue a warning that construction activity may be stopped if the violation is not corrected within no less than another 24-hour period.~~

~~1. The City may perform another inspection to verify that the violation is corrected.~~

~~3. If an Applicant does not correct the violation described within the deadline, the City will provide notice, in writing, that the violation has not been corrected. The City may order the Applicant to stop construction activity until the City performs an inspection to verify that the violation is corrected or the Applicant demonstrates that the violation is corrected through an Electronic Site Inspection.~~

~~4. The City may not impose the process described later than 30 days after the day on which the City provided the required preceding notice of violation or continuing violation.~~

~~5. The City may issue an order to stop construction earlier than described if the City clearly documents an immediate threat to water quality.~~

~~6. The City may recoup the costs incurred to correct a violation if the Applicant refuses to correct after the enforcement process described has been exhausted if the City, at the time of clean up, determines a significant harm to water quality or the storm water system is imminent determined the course of action was necessary to resolve.~~

HISTORY

~~Adopted by Ord. 2024-20 on 12/12/2024~~~~Adopted by Ord. 2020-44 on 9/17/2020~~

13-4-8 Penalties

~~1. Criminal Penalties. Any person failing to comply with the provisions of this Chapter shall be guilty of a Class B misdemeanor and on conviction therefore shall be punished by fine or by imprisonment for not more than six months or by both fine and imprisonment.~~

~~2.1. Continuing Offenses Deemed Daily Violation. In all instances where the violation of this Chapter is a continuing violation, a separate offense shall be deemed committed on each day during or on which the violation occurs or continues.~~

~~3.2. Civil Penalties. In addition to criminal actions, Park City may bring for violations of this Chapter civil actions including injunctions, mandamus, abatement, civil damages, and any other remedies provided by law.~~

~~4.3.~~ Additional Penalties Provided by State Law and Federal Law. In addition to municipal penalties, any person violating any provisions of this Chapter may be subject to federal and state penalties, including but not limited to Utah Code § 19-5-115.

~~5. Control Measures Undertaken by Park City. If a permittee fails to comply with the Land Disturbance Permit, Park City shall, in its discretion, have the right to have Control Measures installed and maintained by City personnel or to hire a private contractor to perform such work at the expense of the permittee, property owner, developer or contractor responsible for such measures. The City may assess said expenses against a bond posted by the permittee.~~

HISTORY

~~Adopted by Ord. 2024-20 on 12/12/2024~~ ~~Adopted by Ord. 2020-44 on 9/17/2020~~

13-4-9 Compliance ~~Withwith~~ Federal ~~Andand~~ State Law

Nothing contained in this Chapter is intended to relieve any Person from any obligation to comply with applicable federal and/or state laws and any other regulations pertaining to clean water and/or storm water runoff and erosion control.

HISTORY

~~Adopted by Ord. 2024-20 on 12/12/2024~~ ~~Adopted by Ord. 2020-44 on 9/17/2020~~

13-4-10 Perimeter Control Exemptions

1. Purpose. Exemptions for silt fence or other perimeter controls ~~are~~ for construction sites where such controls may be ineffectual, excessive, and/or detrimental to nearby water resources and other natural resources.
2. Definition. Certain construction sites may be exempt from installing silt fences or other temporary perimeter controls if the site meets the following criteria.
3. Criteria. All exemptions must be approved by the ~~Park~~-City Engineer or their designee and are limited to the following:
 1. projects where:
 1. total disturbance is less than 1 acre;
 2. a 50 foot wide vegetated buffer exists down gradient from the disturbed portion(s) of the site;
 3. a 100 foot wide vegetated buffer exists down gradient between the disturbed portions(s) of the site and any live stream or existing drainage way;
 4. the site and vegetated buffer have less than 5% slope (slope must be documented);
 5. and the vegetated buffer has at least 70% ground cover;
 2. linear construction projects such as pipelines or utility work that do not discharge to waterways; or

3. Sites bound by natural or man-made features that would prohibit discharge from the Site.

HISTORY

[Adopted by Ord. 2024-20 on 12/12/2024](#)~~[Adopted by Ord. 2020-44 on 9/17/2020](#)~~

13-4-11 Severability

Should any section, paragraph, sentence, clause, or phrase of this Chapter be declared unconstitutional or invalid for any reason, the remainder of this Chapter shall not be affected thereby.

HISTORY

[Adopted by Ord. 2024-20 on 12/12/2024](#)~~[Adopted by Ord. 2020-44 on 9/17/2020](#)~~

13-4-12 Effective Date

This Chapter shall become effective after publication of such in accordance with applicable state law.

HISTORY

[Adopted by Ord. 2024-20 on 12/12/2024](#)~~[Adopted by Ord. 2020-44 on 9/17/2020](#)~~

Ordinance No. 2024-20

AN ORDINANCE AMENDING TITLE 13, CHAPTER 4, *REGULATION AND ENFORCEMENT OF STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES*

WHEREAS, the City has previously been designated as an MS4 by the State and must meet the State permit and Code requirements related to this designation; and

WHEREAS, during the 2024 legislative session HB507 was adopted, making changes to MS4 management in the State; and

WHEREAS, the City Council of Park City, Utah desires to adopt changes to its municipal code to align that code with State law.

BE IT ORDAINED BY THE CITY COUNCIL OF PARK CITY, UTAH, THAT:

Title 13, Chapter 4 of the Municipal Code of Park City is hereby amended as shown in Exhibits A. This Ordinance shall become effective upon publication.

PASSED AND ADOPTED this 12th day of December 2024.

PARK CITY MUNICIPAL CORPORATION

Mayor Nann Worel

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

City Attorney's Office

Housing Authority Staff Report

Subject: Founder's Place Amended Housing Mitigation Plan
Author: Rhoda Stauffer, Housing Program Manager
Department: Housing
Date: December 12, 2024
Type of Item: Administrative

Recommendation

Consider a request to approve an amendment to the Founder's Place Affordable Housing Mitigation Plan, a ski-in-ski-out condo development in Deer Crest of four buildings totaling 78 units, submitted on November 12, 2024.

Background

The Housing Authority approved the Housing Mitigation Plan (HMP) for Founder's Place on January 13, 2022 ([Staff Report](#), [Minutes](#)).

The HMP stipulated that of the total 9.96 housing obligation, six Affordable Unit Equivalents (AUE) would be fulfilled within the market-rate buildings, and the remaining 3.96 AUEs would be fulfilled by the creation of a Community Benefit Fee of 0.50% of the net purchase price for each market-rate unit sales as well as .25% of future resales until 2040. The signed approval letter is attached as EXHIBIT A.

The Developer (East West Partners) requested the Housing Authority consider an amendment to item #4 (excerpted below) of the conditions of approval, which stipulates that no Certificates of Occupancy (COs) shall be issued before all units in Phase I are completed.

Phase I is the construction of two buildings, one of which has 1 AUE and the other has 3 AUEs. East West Partners is requesting a CO for all units in building 1, which is scheduled for completion mid-December and before the completion of building 2. Building 2 is projected for completion in January 2025. Buildings 3 and 4 each have one AUE in future phases.

Analysis

The intent of Condition of Approval #4 is that a Developer shall not complete their market units before the affordable units, and prolong the delivery of affordable units, instead delivering them before or simultaneously. East West Partners stated the request is a

matter of construction timing, not a commitment to delivering affordable units simultaneously as buildings are completed.

If the Council supports the request, the Housing Team recommends a modification to the Housing Mitigation Plan Conditions of Approval #4, redlined below:

4. *The 6 AUEs built on site shall be occupied before or at the same time as any market-rate unit in each corresponding phasebuilding. Certificates of occupancy will not be issued to the market-rate units in each building the development until the ~~6~~ AUEs have received their certificates of occupancy ~~throughout within~~ each phasebuilding.*

Attachments

- | | |
|-----------|--|
| Exhibit A | Original Signed Letter of Approval |
| Exhibit B | Proposed Updated Housing Mitigation Letter of Approval |



July 19, 2022

Bill Fivash
East West Partners
1375 Deer Valley Drive, Suite 105
Park City, UT 84060

Dear Bill,

Please find below an Action Letter confirming the decision made by the Park City Housing Authority on January 13, 2022, to accept an on-site development of 6 AUEs and a Community Benefit Fee as fulfillment for the housing obligation generated by the Founders Place development, as follows:

NOTICE OF HOUSING AUTHORITY ACTION

<u>Description:</u>	Affordable Housing Mitigation Plan
<u>Project Title:</u>	Founders Place Development
<u>Date of Action:</u>	July 19, 2022

Summary of Housing Authority Action

On January 13, 2022, the Park City Housing Authority approved the Housing Mitigation Plan (Attachment 1) in fulfillment of the housing obligations for the Founders Place development pursuant to the Deer Crest Master Planned Development. In fulfillment of the housing obligation, the Housing Authority approved an on-site development of six on-site affordable units and a Community Benefit Fee to satisfy 9.96 total Affordable Unit Equivalents (AUEs).¹

1. On January 12, 2022, the Planning Commission approved a modification to the Deer Crest Master Planned Development for the Founders Place development, a 78 market-rate-unit ski-in ski-out village in the Deer Crest area. The 78 market-rate units total 199,200 square feet.
2. On January 13, 2022, the Housing Authority determined the Developer is obligated to provide AUEs for 10% of the residential units within the project, totaling 9.96 AUEs.
3. Founders Place fulfills 6 AUEs by building 6 on-site units, totaling 5,400 square feet.
4. Founders Place fulfills the remaining 3.96 AUEs by the creation of a Community Benefit Fee of 0.50% of the net purchase price for each market-rate unit sale. Net purchase prices shall only exclude personal property sold with the unit sale.

¹ One AUE is equal to 900 square feet.

5. All funds generated from the Community Benefit Fee from the initial sale will be transferred to Park City Municipal for the City's affordable housing budget. Initial sales shall be the first unit sales after certificate of occupancy of completed units for market consideration and shall not include transfers for financing or corporate restructuring.
6. For each Community Benefit Fee received by the Foundation as a result of any subsequent Transfer after the Initial Transfer, the Foundation will pay Fifty Percent of the Community Benefit Fee (0.25%) to the City.
7. The project is proposed to be developed in three phases. Four on-site affordable employee units are required in Phase I. One on-site affordable employee unit is required in Phase II. One on-site affordable employee unit is required in Phase III.

Conditions of Approval:

1. Payment from the Community Benefit Fee Covenant shall be paid to Park City within 30 days of closing of the sale and collection of the applicable Benefit Fee following a Transfer or Initial Transfer. Certificates of occupancy will be withheld in the final phase if payments are not up to date.
2. The Applicant shall submit draft deed restrictions in compliance with the approved Housing Mitigation Plan for review and approval by the Planning, Housing, and Legal Departments prior to submitting a subdivision or condominium mylar. The deed restrictions shall be approved, executed, and recorded simultaneously with the condominium plat.
3. The Applicant shall submit a draft Founders Place Homeowner Association Declaration that includes the affordable housing obligations outlined in the approved Housing Mitigation Plan for review and approval by the Planning, Housing, and Legal Departments prior to submitting a subdivision or condominium mylar. The Declaration shall be approved, executed, and recorded simultaneously with the condominium plat.
4. The 6 AUEs built on site shall be occupied before or at the same time as any market rate unit in each corresponding phase. Certificates of occupancy will not be issued to the market rate units in the development until the 6 AUEs have received their certificates of occupancy throughout each phase.
5. The Community Benefit Fee will be collected by the developer and transferred to Park City Municipal Corporation after each initial sale is complete. Fees shall be transferred to Park City within 30 days of receiving the applicable Benefit Fee following a Transfer or Initial Transfer. Fees will be paid through December 31, 2040.

If you have any questions about this action letter, please contact Browne Sebright at 435-615-5153 or via email at browne.sebright@parkcity.org.

Attachments:

1. Founder's Place Housing Mitigation Plan dated November 2021.



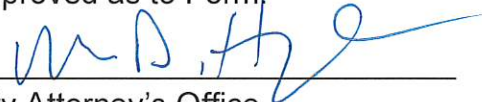
Attest:


Michelle Kellogg, City Recorder

PARK CITY HOUSING AUTHORITY


Nann Worel, CHAIR

Approved as to Form:


City Attorney's Office

An architectural rendering of a modern, multi-story housing complex named 'Founders Place'. The building features dark wood siding, large glass windows, and balconies. In the foreground, there is a large, open area with a swimming pool, lounge chairs, and people sitting on a bench. Several people are also shown skiing on a snowy slope in the foreground. The background shows a steep, snow-covered hill with a small building on top. The entire image has a light blue overlay.

Founders Place

Housing Mitigation Plan

Submitted by East West Partners

east west partners

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10	Mitigation Plan – Community Benefit Fee

Housing Mitigation Plan

Background

East West Partners, acting as the Manager for the development company Deer Hollow Development, LLC, is pleased to be able to incorporate the following housing mitigation plan as part of the Conditional Use Permit application for Founders Place to provide the appropriate on-site employee housing and concurrently creating a revenue stream to provide additional financial support towards increasing the available stock of employee housing in the Park City area.

The Affordable Housing Mitigation Plan is in response to discussions with Park City Municipal Corporation's Housing Department team and is predicated upon the 1995 Settlement Agreement as described below.

On December 29, 1995, Park City Consolidated Mines Company and Trans-Wasatch Company, LLC a Utah (collectively the "Land Owners") entered into a Settlement Agreement with Park City Municipal Corporation ("PCMC") to provide a framework for the resolution of all outstanding issues and disputes related to the development the Deer Crest project of approximately 678 acres within Wasatch and Summit Counties ("Development Area") – approximately 524 acres within unincorporated Wasatch County and approximately 84 acres within unincorporated Summit County. The Settlement Agreement established various criteria relative to future development rights, such as density, use and configuration, that when combined with the 1996 First Amended Findings and Order on Density Determination, created the Master Plan Development Agreement for the development parcels within the Development Area. Within the Development Area, specific language related to the Slalom Village Area – now known as Founders Place – further clarifies the development rights and requirements for the multi-family units.

Section 5.2.3.1 of the Settlement Agreement states:

"The petition for annexation of the Slalom Village Area shall provide for affordable employee housing, subject to Park City qualified renters guidelines and shall otherwise comply with Park City Resolution No. 7-95. The total affordable employee housing shall be four percent (4%) of the total number of units within the Slalom Village Area."

Relative to the 83 multi-family units permitted under the Settlement Agreement, the four percent (4%) maximum employee housing obligation for the Slalom Village Area is 3.32 employee units. With that in mind, East West Partners recognizes the considerable need for employee housing within our community. The following plan is to provide on-site housing for employees of Founders Place and others in the Park City community and a continued revenue stream for future affordable housing initiatives.

Housing Mitigation Plan

Housing Obligation

While the Settlement Agreement requires the total employee housing shall be four percent (4%) of the total number of units, the Founders Place applicant has had a series of meetings with the Park City Housing Authority Staff, and agreed to modify these requirements and provide affordable employee housing equal to ten percent (10%) of the Residential Unit Equivalents (“UEs”). The Park City Municipal Corporation UE calculation is:

$$UEs = \text{Gross Platted Square Feet} \div 2,000 \text{ SF}$$

Per the above formula, Founders Place is comprised of 99.6 UEs or 9.96 Affordable Unit Equivalents (“AUEs”)

Platted Square Feet	Unit Equivalents	Housing Obligation (% of UEs)	Affordable Unit Equivalents (AUEs)	Estimated Total AUE Square Feet
199,200	99.6 UEs	10%	9.96 AUEs	8,964 SF

The intent of this mitigation plan is to show how the applicant will fulfill on the obligation of 8,964 total square feet of affordable housing. The following pages describe in detail the fulfillment of this obligation including:

1. 6 on-site AUE Deed Restricted Units totaling 5,400 SF.
2. A Fee In-Lieu funded through a 0.5% Community Benefit Fee Covenant delivering approximately \$1,500,000 during the initial sales process of the property, and an additional amount of approximately \$37,500 annually through 2035. These payments will be deemed to satisfy any remaining affordable housing obligation.

This affordable housing mitigation plan will meet the needs of the property by allowing flexibility in the units for various employee types (managers, full-time and seasonal employees) as well as providing a significant financial contribution to Park City’s affordable housing efforts.

Housing Mitigation Plan

Proposed Mitigation Plan: On-Site Housing

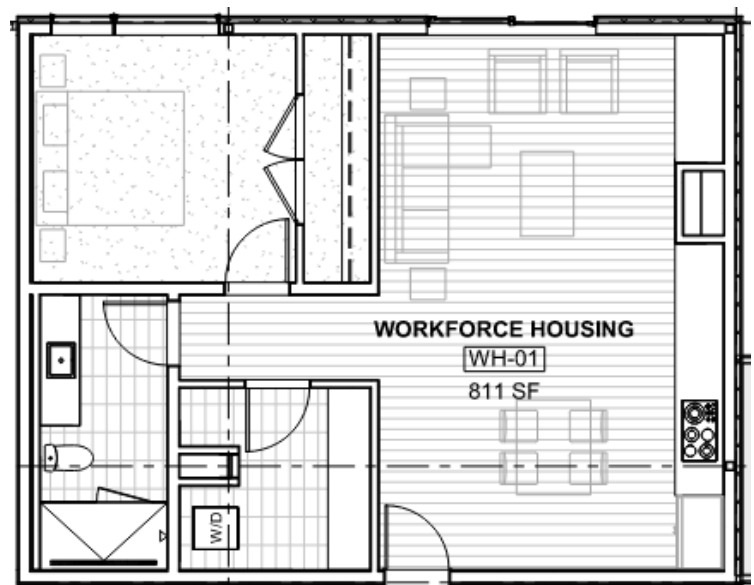
Founders Place proposes that six (6) Affordable Unit Equivalents will be constructed within the Founders Place project. These AUEs will total approximately 5,400 square feet of affordable housing on-site. The six total units will be built; four (4) in Phase 1, one (1) in Phase 2, and one (1) in Phase 3.

The phasing plan with respective unit counts and estimated total square feet is shown in the table below.

Phase	Market Rate Units	Platted Residential SF	Affordable Housing Units	Estimated Total AUE Square Feet*
Phase 1	32	84,449	4	3,244 SF
Phase 2	19	48,088	1	TBD SF
Phase 3	27	66,663	1	TBD SF
Total	78	199,200	6	5,400 SF

The primary intent for the six on-site affordable housing units is to provide housing for employees whose scope of work is focused to the service and management of the Founders Place HOA and associated amenities.

The proposed units will be designed and built as one or two bedroom units. The figure to the right is representative of a typical proposed affordable housing one bedroom unit; however the final design may adjust slightly with final preparations of plans and to address City input. Each phase design will be completed and approved by Park City Housing Authority staff prior to recordation the condominium plat for each phase.



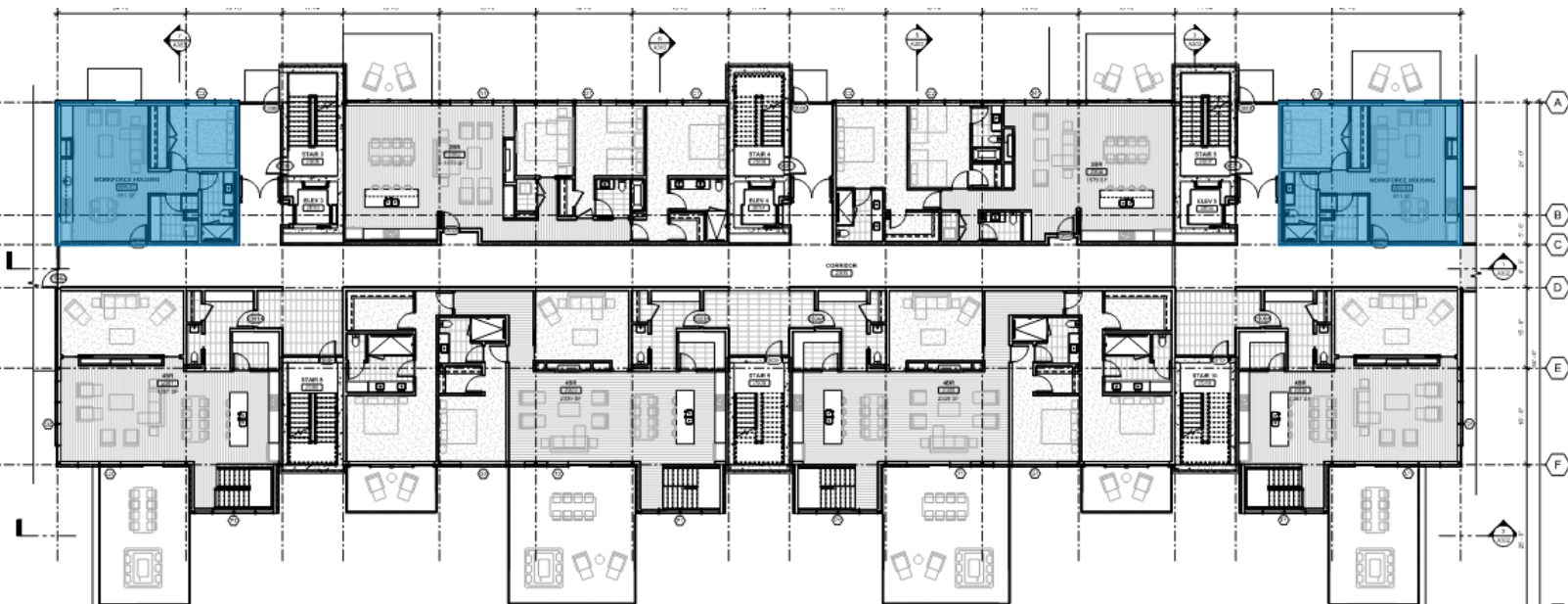
Representative Affordable Housing Unit

**The AUD Square Feet totals are estimated per Park City Affordable Housing guidelines. The actual unit square feet will be finalize upon final project design and will total 5,400 SF.*

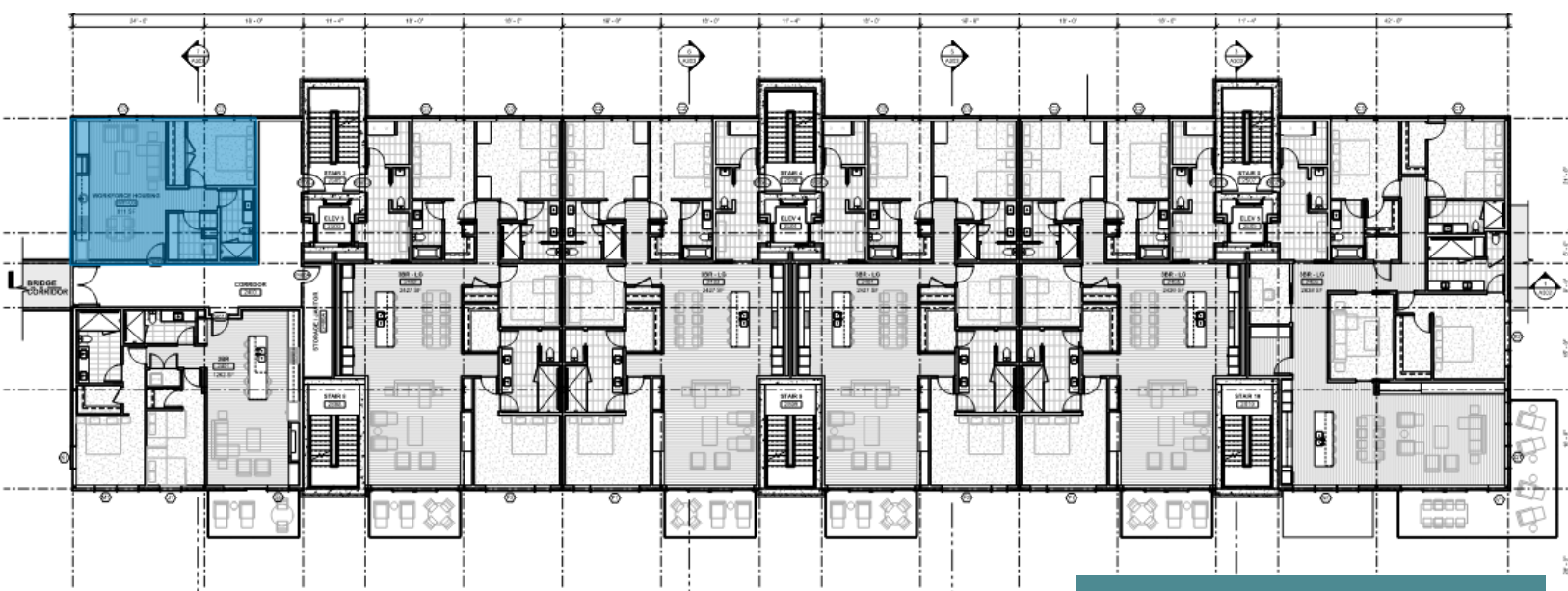
Housing Mitigation Plan

Phase 1 Proposed Floor Plan

The following figures illustrate the proposed locations of the affordable housing units on each respective floorplate.



Floor Plan – Building 2, Level 3



Floor Plan – Building 2, Level 4

Housing Mitigation Plan

Phase 1 Proposed Floor Plan, cont.

The following figures illustrate the proposed locations of the affordable housing units on each respective floorplate.



Floor Plan – Building 1, Level 4

Housing Mitigation Plan

Rental Eligibility and Rate - On-Site Units

RENTAL PRIORITY: Priority for use of the on-site units will be focused on housing staff dedicated to the operations of the Founders Place project. If not occupied by operational staff, the general rules of the current Park City Affordable Housing Resolution will prevail in selection of renters qualified to rent the units.

Priority for Occupancy	
1	Employees engaged full-time or seasonally, focused on serving the Founders Place HOA, Founders Place property manager working primarily on the Founders Place operation, Deer Crest Master Association, or Deer Valley Resort.
2	Persons employed fulltime year-round within Summit or Wasatch County.

For persons qualified to live within the property under Priority 1 above, no income limits shall be required. For persons qualified to live within the property under Priority 2 above, income qualification will be required under the guidelines of the current Park City Municipal Resolution for Affordable Housing currently 80% of AMI.

2021 Summit County AMI %*	1 Person	2 Persons	3 Persons	4 Persons
80%	\$66,960	\$76,480	\$86,080	\$95,600

The overall goal of the on-site units is to aid in the operations of the resort, but also to aid in the availability of local affordable housing needs. Reasonable efforts shall be made by owner of said units to keep the property fully occupied at all times, with reasonable vacancy allowed for transitions between occupants and seasonality. At no time should the units remain vacant for more than 3 months without attempting to fill the unit with an occupant qualified by priority 2 above.

RENTAL RATES: Persons qualified to live within the property, through priority 1 or 2, shall not be charged rent and utility costs in excess of an amount equal to 30% of the amount of income earned by an individual earning 80% of AMI for Summit County.

For 2021, the rent would be calculated pursuant to the table below for a 1-bedroom unit with 2 occupants. In this scenario, the Rent portion covers all utilities and costs other than electricity and the monthly electrical bill is estimated at \$50. See attached

Bedrooms	Occupants	AMI (80%)*	Percent of Income	Yearly Rent	Monthly Expense Including Utilities	Monthly Utility Estimate	Monthly Rent (net)
1	2	\$76,480	30%	\$22,944	\$1,912	\$50	\$1862

*Income limits provided by Mountainlands Community Housing Trust: <https://housinghelp.org/income-limits/>

Housing Mitigation Plan

Transfer or Sale of On-Site Units

The overall goal of the proposed Affordable Housing Mitigation Plan is to provide the units for rent to operational employees or other individuals qualified to live in the unit by alternative employment and income qualification pursuant to the Park City Affordable Housing Resolution. The units will be owned at completion of construction by Deer Hollow Development, LLC (“Declarant”). Sale of the units by the Declarant shall be subject to the deed restriction but also limited to a group or entity intending to follow this Mitigation Plan.

The sale of the units shall be deemed pre-approved, but shall require notification to the Park City Housing Authority, if sold or transferred to:

1. An entity related to Deer Hollow Development, LLC through common ownership.
2. The Founders Place HOA
3. Founders Place Property Manager

Other than a to an entity above, the properties shall not be sold without amending this Affordable Housing Mitigation Plan with the Park City Affordable Housing Authority.

Housing Mitigation Plan

Proposed Mitigation Plan – Community Benefit Fee

In addition to the on-site affordable housing units, Founders Place will create a Community Benefit Fee Covenant that will apply to all residential transactions within the Founders Place Condominium Association. To clarify, the Fee will apply to all 78 initial developer transactions and all subsequent resale transactions.

The fee will be equal to half of one percent (0.50%) of the net purchase price. The fee will be payable to a non-profit entity proposed to be called Founders Place Community Benefit Foundation. The Foundation will agree to transfer one hundred percent (100%) of the fees collected from initial sales by the developer to Park City Municipal Corporation to provide funding towards affordable housing solutions throughout the Park City area. Additionally, through December 31, 2035, fifty percent (50%) of the fees collected from resales will be paid to Park City Municipal Corporation to provide funding towards affordable housing solutions throughout the Park City area.

Initial net sales volume for all three phases of Founders Place is anticipated to be approximately \$300,000,000. Below outlines the \$1,500,000 of potential transfer fees generated from the initial developer sales.

Estimated Initial Sales Volume	Community Benefit Fee %	Community Benefit Fee \$
\$300,000,000	0.50%	\$1,500,000

The estimated annual volume of resale transactions and subsequent transfer fees is dependent on market volume and activity. At an estimated five percent (5.0%) of total units transferring per year, the potential annual transfer fee generated for Park City Municipal through 2035 is estimated at \$37,500 per year. This assumes a 5% per year turnover rate within the project and an average sale price of \$3,750,000. This is 2021 pricing and does not factor in real estate changes in value over the period.

Total Units	5.0% of Units	2022 Average Sale Price	Estimated Annual Sales Volume	Community Benefit Fee %	Community Benefit Fee	Transfer Fee to PCMC
78	4	\$3,750,000	\$15,000,000	0.50%	\$75,000	\$37,500



east west partners



December 12, 2024

Bill Fiveash
East West Partners
1375 Deer Valley Drive, Suite 105
Park City, UT 84060

Dear Bill,

Please find below an Amended Action Letter confirming the decision made by the Park City Housing Authority on December 12, 2024, to accept an on-site development of 6 AUEs and a Community Benefit Fee as fulfillment for the housing obligation generated by the Founders Place development, as follows:

<u>Description:</u>	Amended Affordable Housing Mitigation Plan
<u>Project Title:</u>	Founders Place Development
<u>Date of Action:</u>	December 12, 2024

Summary of Housing Authority Action

On December 12, 2024, the Park City Housing Authority approved an Amendment to the Housing Mitigation Plan (Original in Attachment 1) in fulfillment of the housing obligations for the Founders Place development pursuant to the Deer Crest Master Planned Development. In fulfillment of the housing obligation, the Housing Authority approved an on-site development of six on-site affordable units and a Community Benefit Fee to satisfy 9.96 total Affordable Unit Equivalents (AUEs).

Condition of Approval #4 shall be amended to state:

The 6 AUEs built on site shall be occupied before or at the same time as any market-rate unit in each corresponding building. Certificates of occupancy will not be issued to the market-rate units in each building until the AUEs have received their certificates of occupancy within each building.

All other sections of the original Action Letter signed on July 19, 2022, remain in effect. If you have any questions about this action letter, please contact Rhoda Stauffer at 435-659-5152 or rhoda.stauffer@parkcity.org.

Attachments:

1. Original Action Letter dated July 19, 2022
2. Founder's Place Housing Mitigation Plan dated November 2021.

(Signatures on the next page)

CONFIRMED AND ADOPTED this 12th DAY OF December, 2024.

PARK CITY HOUSING AUTHORITY

Nann Worel, CHAIR

Attest:

Michelle Kellogg, City Recorder

Approved as to Form:

City Attorney's Office