



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
October 7, 2021**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regular City Council meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah 84060 for the purposes and at the times as described below on Thursday, October 7, 2021. To participate virtually, follow the public meeting information at www.parkcity.org.

NOTICE OF ELECTRONIC MEETING AND HOW TO COMMENT VIRTUALLY:

This meeting will be an electronic meeting based on the Mayor's Determination: As Mayor, I hereby determine that conducting the Park City Council meeting at an anchor location presents a substantial risk to the health and safety of those who may be present. This is a precautionary change in the meeting format for the safety of the public and City employees. It is based on evolving circumstances and the latest reports from the Center for Disease Control and Prevention. Public comments can be accepted virtually. To comment virtually, use eComment or raise your hand on Zoom. Written comments submitted before or during the meeting will be entered into the public record, but will not be read aloud. For more information on participating virtually and to listen live, please go to www.parkcity.org

CLOSED SESSION - 3:30 p.m.

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

WORK SESSION

4:30 p.m. - Walking and Biking Liaison Committee (WALC) Project Prioritization Update

[WALC Staff Report](#)

[Exhibit A: Walkability Completed Projects List](#)

5:00 p.m. - Discuss Decarbonizing Buildings

[Decarbonizing Buildings Staff Report](#)

[Exhibit A: Strategic Action Plan](#)

[Exhibit B: Summary of Decarbonization Strategies](#)

5:45 p.m. - Break

REGULAR MEETING - 6:00 p.m.

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communications Reports

1. Budget Monitoring Staff Report - August 2021
[Budget Monitoring Staff Report](#)
[Exhibit A: FY22 YTD Expenses - August 2021](#)
[Exhibit B: FY22 YTD Revenue - August 2021](#)
[Exhibit C: FY22 July Sales Tax](#)
2. Winter 2022 Special Event Planning
[Winter Event 2021-2022 Update Report](#)

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

IV. CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from September 21, 2021
[September 21, 2021 Minutes](#)

V. CONSENT AGENDA

1. Request to Authorize the City Manager to Execute Contract Change Order No. 2 to the Construction Agreement with Stratton and Bratt Landscapes, LLC for the Prospector Avenue and Gold Dust Lane Landscaping Project in a Form Approved by the City Attorney in an Amount Not to Exceed \$58,638.11 and a Total Project Amount Not to Exceed \$329,625.11
[Stratton Bratt Change Order Staff Report](#)
[Exhibit A: S&B Construction Agreement](#)
[Exhibit B: Change Order No. 1](#)
[Exhibit C: Change Order No. 2](#)
[Exhibit D: Project Area Map](#)
2. Request to Authorize the City Manager to Enter into a Design Services Contract with Wall Consultant Group for Engineering Services Related to the Review of the Transportation and Traffic Studies Submitted on Behalf of the Deer Valley Snow Park Redevelopment Project in an Amount Not to Exceed \$45,908 in a Form Approved by the City Attorney
[Deer Valley Transportation Consultant Contract Staff Report](#)
[Exhibit A: Wall Consultant Group Bid](#)
3. Request to Approve an Agricultural Grazing Lease with SR Kivett for the Approximately 65-acre, City-Owned Naniloa Parcel, Located on the North Side of Interstate 80, in a Form Approved by the City Attorney
[2021 Naniloa Agricultural Lease Staff Report](#)
[Exhibit A: Naniloa Agricultural Lease 2021-2024 Draft](#)

VI. NEW BUSINESS

1. Consideration to Approve Ordinance No. 2021-39, an Ordinance Approving the 91 and 95 King Road Plat Amendment, Located at 91 King Road and 95 King Road, Park City, Utah
(A) Public Hearing (B) Action
[91 and 95 King Road Plat Amendment Staff Report](#)
[Exhibit A: Draft Ordinance](#)
[Exhibit B: Block 76 Plat, Park City Survey](#)
[Exhibit C: Existing Conditions](#)
[Exhibit D: 91 and 95 King Road Proposed Plat Amendment](#)
[Exhibit E: Applicant's Statement](#)
[Exhibit F: 91 King Road Variance Final Action Letter](#)
[Exhibit G: 91 King Road Variance Final Action Letter](#)
[Exhibit H: Baer Subdivision](#)
[Exhibit I: Streets Master Plan](#)
2. Consideration to Approve a One Year Live PC Give PC Street Party, a Level Four Special Event, Friday, November 5, 2021
(A) Public Hearing (B) Action
[Live PC Give PC Event Staff Report](#)
[Exhibit A: Live PC Give PC Event Application](#)
[Exhibit B: Live PC Give PC Outreach Summary](#)
[Exhibit C: Live PC Give PC DRAFT Event Permit](#)
3. Discuss Triple Crown Sports City Service Agreement
(A) Public Input
[Triple Crown Staff Report](#)
4. Consideration to Authorize a Two-Year Extension through November 8, 2023, for Park City Municipal (PCMC) to Exercise its Option to Extend the PCMC/Park City School District (PCSD) Fields Lease Agreement for an Additional 16 Years
(A) Public Input (B) Action
[Fields Agreement Extension Staff Report](#)
[Exhibit A: Fields Agreement](#)
[Exhibit B: Second Addendum](#)
[Exhibit C: Third Addendum Draft](#)
5. Consideration to Approve a 12-Month Extension of the Management Contract of the Downtown Business Improvement District in a Form Approved by the City Attorney
(A) Public Input (B) Action
[BID Contract Extension](#)
[Exhibit A: HPCA BID 4th Addendum](#)
[Exhibit B: BID Creation Resolution 8.30.07](#)
[Exhibit C: HPCA Summary of Services](#)
[Exhibit D: HPCA Budget Overview](#)

VII. ADJOURNMENT

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

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

Council Agenda Item Report

Meeting Date: October 7, 2021

Submitted by: Heinrich Deters

Submitting Department: Sustainability

Item Type: Work Session

Agenda Section:

Subject:

4:30 p.m. - Walking and Biking Liaison Committee (WALC) Project Prioritization Update

Suggested Action:

Attachments:

[WALC Staff Report](#)

[Exhibit A: Walkability Completed Projects List](#)

City Council Staff Report

Subject: Walkability Bond- Projects Update
Author: Heinrich Deters-, Trails & Open Space Manager, John Robertson, City Engineer, Julia Collins, Senior Transportation Planner
Department: Sustainability
Date: October 7, 2021
Type of Item: Work Session- WALC Update

Recommendation

Endorse the Walking Biking Liaison Committee's (WALC) recommendation to prioritize use of Walkability Bond proceeds for the Snow Creek Drive pedestrian tunnel and direct staff to return to Council with an updated financial plan for walkability projects.

Executive Summary

In 2007, Park City voters approved a general obligation bond for "walkability" projects (today known as "active transportation" projects). For the fiscal 2021-22 year, the Council approved a budget for the remaining WALC funds.

This summer, the City Council requested that staff reconvene the WALC committee to review the remaining WALC projects and conduct a project prioritization exercise (and by implication, active transportation projects generally).

After several discussions, the WALC Committee recommends prioritizing a tunnel in the vicinity of the SR-248 & 224 intersection, consistent with the approved 2009 walkability project list, and initiate a design and engineering feasibility study immediately. WALC bond proceeds, however, should still be allocated as budgeted for the Rail Trail, Park Avenue (East) and Olympic Park projects as they are currently underway.

Staff also recommends returning to Council in the future with an updated budget strategy to address identified active transportation projects.

Background

The voter-approved 2007 \$15 million Walkability Bond was the culmination of a two-year [Walkability Study](#), which led to forming a public advisory group, the Walking Biking Liaison Committee (WALC). The WALC was created to ensure that funded projects were prioritized and completed with public input and approval. WALC prioritized a list of capital improvements identified in the walkability study and supported by Council in FY 2009 Budget Process. This list provided the blueprint for most of the projects identified as 'Completed Projects' in Exhibit A. As you can see, considerable progress was made in terms of improving the community's walking and biking infrastructure. Most notable, a few highlights include, the Bonanza and Comstock tunnels, Holiday Ranch Loop Pathway and Pathway improvements along Park Avenue, known as Dan's to Jan's.

May 13, 2021 Walkability Bond Update

As part of the FY22 Budget process, staff presented a work session report specific to the utilization of the remaining walkability bond funds.

[May 13, 2021 Walkability Bond Staff Report](#)

[May 13, 2021 Council Minutes \(page 6\)](#)

Recommendations in the report included:

- Reconvening the WALC group to facilitate community input for the next round of active transportation projects and plans.
- A project list that could utilize existing bond funds and be leveraged against grants.
- Advancing future walkability projects using grants, and additional sources.

Reconvening WALC & Prioritizing Projects

On June 30th, 2021, staff reconvened the remaining members of the 2008 WALC group, which included Alex Butwinski, Kathy Kahn, Adam Strachan, Shirin Spangenberg, Bo Pitkin, and Carolyn Murray. Additionally, staff included Jenifer Wesselhoff, representing the Chamber of Commerce, Lora Smith, from Mountain Trails Foundation, and at large community members Ed Parigian and Meg Steele. The group focused on the proposed walkability bond project list recommended by staff at the May 13th meeting. Additional meetings consisted of:

- July 16- Meeting specific to the SR-248 resurfacing project;
- August 3- Walking tour of the May 13 recommended project list; and
- September 22- Review and discussion of WALC's project priorities.

Analysis

The most prominent point of discussion during these meetings was the uncertainty related to the area surrounding the Arts & Culture District, completing the remaining Dan's to Jan's tunnel, and how to plan and fund future projects. In response, staff presented WALC with a recommendation to make the Dan's to Jan's tunnel a priority by immediately procuring a feasibility study, but also acknowledged that:

- The remaining walkability funds are insufficient to complete an entire tunnel, now estimated to be more than \$7M.; and
- Tunnel construction would be targeted for 2023/4 and additional funding from other sources would be necessary; and
- Improvements on the east side of Park Avenue, near the SR-224 & 248 intersections on the north side of Kearns near the Olympic Plaza, and the Rail Trail planning process remain an important component for tunnel design and continuity; and
- Walkability improvements leading to and from the future tunnel need to be identified and funded as part of the WALC 2.0 planning efforts; and
- Finance and Budget Departments desire to expend WALC bond funds.

Should Council endorse the recommendation made by WALC, staff will immediately:

- Proceed with the tunnel design and engineering feasibility study;
- Continue with approved FY22 projects currently underway.
 - Park Avenue East Improvements
 - Rail Trail Planning
 - Olympic Park Pathway

In November, staff intends to return to Council with an updated budget that includes the spectrum of active transportation funding, and applicable grants which:

- Prioritize funding, including the current shortfall, of the pedestrian tunnel as recommended by WALC and further defined by the feasibility study; and
- Provide an update on project grants submitted for County Transportation Sales Tax (TST) dollars; and
- Prioritize and Identify funding for projects not prioritized by WALC, including Homestake, Munchkin/Woodbine, Kearns, and others.

Funding

Funding for this discussion includes but is not limited to the 2007 Walkability Bond, walkability related capital improvement projects, and county and state grants.

Department Review

This report has been reviewed by the Budget, Finance, Transportation Planning, Engineering, Sustainability, Legal and Executive Departments.

EXHIBIT A- Walkability ‘Completed Projects’ List.

EXHIBIT A - COMPLETED BOND PROJECTS

PROGRAM	LOCATION	PROJECT NAME	PROJECT DESCRIPTION	NOTES
WALC 26	Citywide	Poison Creek widening	New widened multi-purpose asphalt spine trails (poison creek and McLeod Creek)	Poison Creek provided as bike option on Deer Valley Drive
Active Transportation	Citywide	Wayfinding	Wayfinding for Pathways	Outreach and education to start 2020
WALC 2	Deer Valley	Upper Deer Valley	Install Class 3 bike lane (Round About-Deer Valley snow park and around)	Initial implementation in 2011...additional changes to shoulders and parking were made during winter parking restrictions with Deer Valley Resort in 2019 via Transportation Department funding.
WALC 1	Park Ave	Park Ave Pathway	Install 8' separated pathway on west side of SR224 between SR248 and Empire.	Purchase easement and part waterline project
WALC 2	Park Ave	SR224 north side pathway	Install 8' separated multi-use pathway on north side of SR224/Park Ave from Jan's to the Poison Creek trail located in front of Frontier Bank. This includes a crosswalk across Short Line Dr.	Was part of the east side park avenue pathway project. Stayed within ROW and made 10' pathway
Waterline Construction	SR 248	Movie Studio Connection	Pathway improvement placed on top of waterline to provide new connection along SR248.	Coordination with water provided extension of pathway connections and cost efficient. Funded through Trails Master Plan
WALC 3	Bonanza	Bonanza Crossing	Bonanza tunnel. Underpass from Iron Horse to Rail Trail	
WALC 4	Bonanza	Bonanza Bike lanes	Bonanza Bike Lanes on both sides of the road between Deer Valley Drive/SR248.	Part of Bonanza reconstruction. New Deer Valley Drive bike lanes will provide a connection.
WALC 5	SR 248	Crossing of SR248	Intallation of Pedestrian activated crossing on SR-248 Hawk Beacon at Seminary/High School	UDOT coordination...replaced with tunnel in 2020 due to traffic and pedestrian safetybenefits.
WALC 6	Park Meadows	Lucky John/Little Kate pedestrian improvements	Little Kate and Lucky John Sidewalk and intersection improvements	
WALC 7	Prospector	Comstock Tunnel	Tunnel under SR248 by Comstock	
WALC 15	Prospector	Comstock Sidewalk Improvements	Comstock and Sidewinder sidewalk and intersection improvements	
WALC 9	Deer Valley Drive	Aerie to Poison Creek	Connecting Aerie and Poison Creek Trails via signage and soft surface "Freemason Trail"	Deer Valley Drive Complete Street Project looks to build on this work.
WALC 10	Park Meadows	Luck John Sidewalk	Gap in sidewalk East of monitor on Lucky John in front of LDS church	
WALC 11	Rail Trail	Rail Trail Connections	Rail Trail/Lower Iron Horse bridge. Connection to Poison Creek pathway from Iron horse condos	

ATTACHMENT A - COMPLETED BOND PROJECTS

WALC 12, 17	Park Meadows	Active transportation improvements Park Meadows to Snow Creek	Monitor Driver feed back sign and striping to Traffic Calming on Monitor with lane width reductions. Pathway improvements connecting Park Meadows from Monitor to Snow Creek along SR224.	Capital and part of Traffic Calming study
WALC 15	Comstock	Comstock Sidewalk Improvements	Add sidewalk on east side of Comstock with crossing improvements	Done within the existing ROW
WALC 13	SR 224	SR224 and Holiday Ranch Crossing	224 Crosswalks at Pay Day Drive and crossing improvements to Holiday Ranch pathway	
WALC 16	Prospector	Prospector active transportation improvements	Wyatt Earp Improvements (traffic island, striping, crosswalks). Traffic calming, sidewalk improvements, lane width reductions, intersection enhancements on Gold dust, Wyatt Earp, and Comstock	Part of Traffic Calming Study
WALC 18	SR224	SR224 HAWK Crossing improvements	Signal upgrades to flashing timing and red light indicator	
WALC 19	Park Ave	Park Ave Sidewalk Improvements	Repair and add gaps in existing sidewalk on Park Ave	
WALC 22	Park Meadows	Bike lanes on Lucky John Dr	Shoulders with signs on Lucky John Dr from Monitor to the beginning of Meadows Dr.	Part of Traffic Calming Study
WALC 23	McPolin Barn	Hard surface east connection for White Barn	McLeod Creek and McPolin Barn pathway connections. East/West side of SR224 add asphalt connection from underpass to existing pavement connecting Barn trail.	Connection to Basin Pathway system
WALC 24	McPolin Barn	Hard surface west connection for White Barn	McLeod Creek and McPolin Barn pathway connections. East/West side of SR224 add asphalt connection from underpass to existing pavement connecting Barn trail.	ADA connection from trailhead and requirement of Park City Building Department to require emergency fire access to Barn
WALC 20, 21, 25, 30	Old Town	Old Town thermoplast crosswalks	Install crosswalks, wayfinding and pedestrian flags at the Shorty's stairs midblock crossing on Marsac Ave, Install wayfinding to direct pedestrians to Poison Creek pathway, Thermoplastic inlay crosswalks on all four segments of Main Street/Heber intersection	
WALC 33	Park Meadows	Park Meadows Bike lanes	Park Meadows Class III bike lane	
WALC 1	Park Ave	Park Ave Bike Lanes	Park Avenue (DVD-Heber) Class III bike lane...Sharrows later added then removed per transit safety concerns	Meets Sharrow Policy guidelines...later removed due to concerns associated with Transit times
WALC 31	Park Meadows	Park Meadows crossing improvements	Pathway on one side of Holiday Ranch Loop and crosswalk improvements	

ATTACHMENT A - COMPLETED BOND PROJECTS

WALC 34-36	Park Meadows	Traffic Calming Park Meadows	Driver feedback signs, striping Park Meadows	Part of Traffic Calming Study
Active Transportation	Old Town	Chambers Trail Connection	Chambers Neighborhood connection, Provided neighborhood alternative soft surface pathway to Hillside Aveune.	Provided neighborhood alternative soft surface pathway to Hillside Aveune.
Active Transportation	Park Meadows	Park Meadows Bike lanes	Provided bike lanes on Holiday Ranch, Little Kate and Monitor. Continuation of WALC #6, #12 and #22	Additional mile of bikel lane in Park Meadows. Continuation of WALC 22
Active Transportation	Old Town	4th St Walkway	Striped pedestrian walkway on 4th Street	
Active Transportation	Citywide/Count y	Summit E-bike Share Program	In partnership with Summit County, 20 bike share stations installed and 190 electric bikes purchased throughout Park City and Sydeville Basin	Awarded a TIGER grant, TST funds, minimal City investment
Active Transportation	Hillside Ave	Hillside Traffic Calming	Striped pedestrian walkway and temporary speed hump on Hillside Avenue.	

Council Agenda Item Report

Meeting Date: October 7, 2021

Submitted by: Celia Peterson

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

5:00 p.m. - Discuss Decarbonizing Buildings

Suggested Action:

Sustainability staff has worked with Utah Clean Energy to facilitate a community-led process to develop a strategic implementation plan with actions to decarbonize buildings in Park City and Summit County.

Attachments:

[Decarbonizing Buildings Staff Report](#)

[Exhibit A: Strategic Action Plan](#)

[Exhibit B: Summary of Decarbonization Strategies](#)

City Council Staff Report

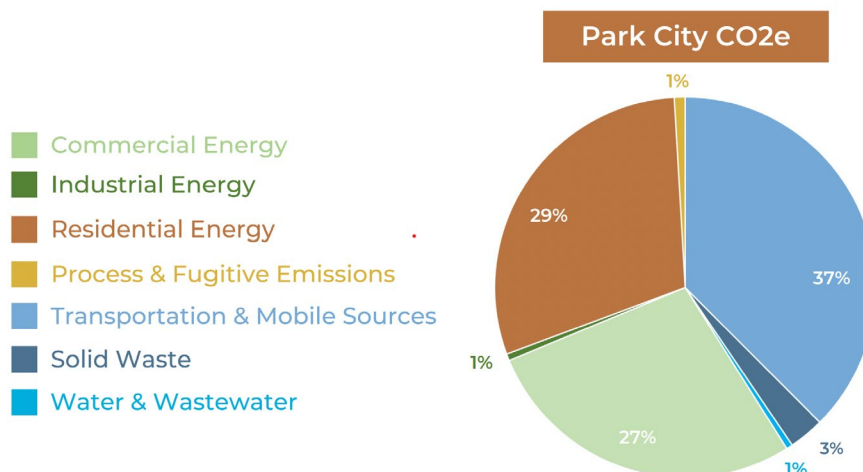
Subject: Decarbonizing Buildings
Author: Celia Peterson
Department: Sustainability
Date: October 7, 2021
Type of Item: Work Session

Executive Summary:

Sustainability staff worked with Utah Clean Energy to facilitate a community-led process to develop a strategic implementation plan to help decarbonize buildings in Park City and Summit County. Staff is asking City Council for feedback on the ten proposed strategies.

Background:

The Park City Council has committed to reaching net-zero carbon and 100% renewable electricity as a community by 2030 ([LINK](#)). In Park City, residential (29%) and commercial/industrial buildings (28%) contribute 57% of the community-wide greenhouse gas footprint (2016).



The greenhouse gas emissions from buildings in Park City primarily come from electricity and natural gas. The groundbreaking House Bill 411 ([LINK](#)) created a pathway for electricity to be net-100 percent renewable energy by 2030 and will reduce the carbon footprint of buildings by sixty percent. Efficiency measures and electrification efforts are required to decarbonize the buildings sector further, and this is an area worthy of municipal attention and efforts.

In 2020, Park City received funding from the Urban Sustainability Directors Network - Partners for Places initiative to develop concrete strategies with implementation plans to decarbonize buildings. This funding was supplemented by the Park City Community Foundation's Climate Fund initiative to partner with Utah Clean Energy to lead a 12-month, community stakeholder-driven effort to develop a Strategic Action Plan for Building Decarbonization (Exhibit A).

Between June 2020 and May 2021, a steering committee (Utah Clean Energy, Park City, Summit County) convened a community advisory group of over 80 stakeholders through nine virtual meetings. Four workgroups generated ten priority strategies based on community feedback, best practices from other communities internationally, and feasibility.

Analysis

Strategies were categorized by topic. Each strategy can be implemented individually or partnered with complementary programs to increase impact.

Existing Buildings and Retrofits: Decarbonizing existing homes through energy retrofits can be complex and costly, yet the potential for cost-effective home energy retrofits is significant. The strategies outlined below increase consumer and public awareness of existing homes' energy use, cost, and carbon footprint, and thereby further the community's sustainability goals:

- Time-of-Listing Home Energy Score: Create a program requiring time-of-listing Home Energy Scores for residential properties in Park City. Begin with a pilot program to refine the process. Similar programs have been successfully implemented in Portland, OR ([LINK](#)) and Boulder, CO ([LINK](#)).
- Commercial Building Energy Transparency Ordinance: Adopt a policy requiring a Building Energy Performance Disclosure for commercial buildings in Park City. A similar program is being successfully implemented in Salt Lake City ([LINK](#)).
- Residential Rental Energy Transparency Policy: Adopt a policy requiring long-term rental owners to procure a license from the City every four years to meet basic safety and code requirements. As part of the licensing requirement, rentals must undergo an energy audit to ensure that appliances and the unit are in good repair. The owner must disclose utility data, average costs, and needed repairs at license renewal and upon request from tenants. Licenses for all rentals are required in a number of Utah towns, such as Ogden ([LINK](#)) and Murray ([LINK](#)), however energy performance disclosure is not attached to the licensing requirements.

New Buildings: In Utah, local governments are not able to adopt mandatory energy codes. The two strategies below provide a pathway for Park City to spur net-zero design and building practices in new construction and major retrofits.

- Net-zero Building Benchmark: Implement a program to define, recommend, and accelerate net-zero building in Park City.
- Net-zero Building Incentives: Provide building designers and builders incentives to meet Park City's Net-zero Building Recommendation.

Finance: Capital is needed to finance building decarbonization projects, e.g. management of decarbonization and net-zero programs. Three financial strategies are outlined below to advance building decarbonization.

- Statewide Clean Energy Fund: Develop a state-wide Clean Energy Fund to spur investment in clean energy solutions, including decarbonization and efficiency improvements to homes and buildings.
- C-PACE Financing: Promote C-PACE (Commercial Property Assessed Clean Energy) to local developers.
- Allocate Municipal Energy Tax/Franchise Tax Revenue to Support Decarbonization: Utilize a portion of City revenue to support decarbonization projects, including driving uptake of major energy retrofits and net-zero buildings community-wide.

Engagement and Empowerment: To achieve the community goal of net-zero carbon by 2030, buy-in from local businesses and residents is paramount. A certification and recognition program can motivate companies and residents by offering cost-effective resources and solutions. Access to tools and resources and capturing market potential can motivate local businesses to decarbonize their buildings and operations. Recognizing, rewarding, and celebrating environmental leadership will reinforce and encourage further action.

- Certification and Recognition Program for Environmental Leadership: Empower and incentivize local businesses and community organizations, e.g. builders, realtors, property managers, and homeowners associations.
- Equitable Outcomes: Identifying and producing equitable outcomes is a top priority. Utah Clean Energy and Park City Sustainability staff created two anonymous surveys to invite feedback on the energy performance of homes, focusing on affordable homes (English survey results ([LINK](#)), Spanish survey results ([LINK](#))). In addition, Utah Clean Energy, with help from Mountainlands Community Trust and Holy Cross Ministries, organized two listening sessions (one in English, one in Spanish) to hear stories of energy performance behaviors and overall comfort of homes.

Questions for City Council

Staff is seeking feedback from City Council on overall project and prioritization of the strategies. Once direction is received regarding prioritization, staff will incorporate prioritization into next year's budget process to secure resources.

Exhibits

Exhibit A- Strategic Action Plan for Building Decarbonization in Park City and Summit County
08.04.21 (draft) Full Report

Exhibit B- Summary of Decarbonization Strategies

Strategic Action Plan for Building Decarbonization in Park City and Summit County

Lead Authors:

Ryan Anderson, Jeff Bousson, & Kevin Emerson; Utah Clean Energy



S T R E T H C O N

01.

Background and Process

02.

Social Equity Insights &
Recommendations

03.

Priority Building Decarbonization
Strategies

a. Building Retrofit Strategies

b. New Construction Strategies

c. Finance Strategies

d. Community & Business

Engagement & Empowerment

04.

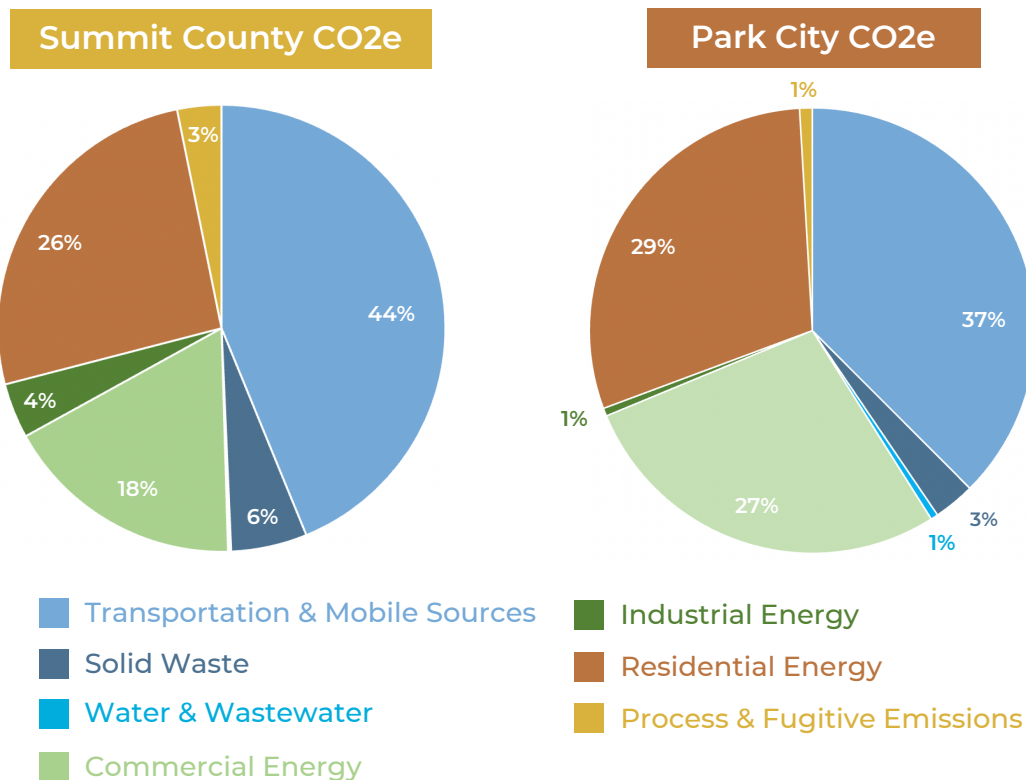
Appendices With Model Policy
Language

BACKGROUND AND PROCESS

Our communities are facing a climate imperative: the global consensus is that industrialized nations must accelerate rapid decarbonization of our energy systems, buildings, and agricultural sector by at least 15% per year between 2020 and 2030 to avoid the worst impacts of climate change¹. It is widely believed that the 2020s is the “climate decade,” presenting our communities with an urgent and exciting opportunity to build a low-emission and resilient future.

Both the Park City Council and Summit County Council have committed to setting bold community-wide greenhouse gas reduction or carbon neutrality goals by 2030² and 2040³, respectively. Park City’s goal is to achieve carbon neutrality and run on 100% renewable energy by 2030, while Summit County seeks to reduce its countywide greenhouse gas footprint by 80% by 2050.

In Summit County, residential (26%) and commercial (18%) buildings contribute 44% of the community’s greenhouse gas emissions. In Park City, the percentage is higher, with residential (29%) and commercial buildings (27%) contributing 56% of its total community-wide greenhouse gas footprint.⁴



1 United Nations - Environment Programme Emissions Gap Report (2020): <https://www.unep.org/emissions-gap-report-2020>

2 Park City Sustainability Goals (2021): <https://www.parkcity.org/departments/sustainability>

3 Summit County Sustainability Report (2017): <https://www.summitcounty.org/DocumentCenter/View/10641/2017-Annual-Sustainability-Report-PDF>

4 Park City Community-wide Footprint (2020): <https://www.parkcity.org/departments/sustainability/community-municipal-carbon-footprint>

Greenhouse gas emissions from buildings are composed of two major components, or "Scopes". Scope 1 emissions come from fuels burnt within a jurisdiction's boundaries (e.g. natural gas and propane for heating buildings). Scope 2 emissions come from the production of electricity supplied to buildings. While electricity production has historically been predominantly coal-powered, by 2030 the electricity supplied to Park City and Summit County is slated to be fully generated by renewable energy sources, drastically reducing the climate warming impact of our electricity generation, meanwhile creating jobs and local sources of revenue.⁵

Globally, the role of buildings in meeting climate emission reduction targets is well understood. As outlined in *Drawdown: The Most Comprehensive Plan Ever Proposed to Reverse Global Warming* (Drawdown),⁶ specific technologies and policies will play a significant role in decarbonizing homes and buildings. The leadership team overseeing this community-driven initiative identified local programmatic and policy opportunities that align with the several impactful solutions listed within Drawdown.

While efforts to decarbonize the built environment through transitioning to 100% renewable electricity generation are already being explored, it is also imperative to reduce energy consumption and demand in homes and commercial buildings in order to meet the communities' goals. Therefore, Utah Clean Energy! secured grant funding from the **Park City Community Foundation's Climate Fund**, and the **Urban Sustainability Directors Network - Partners for Places** initiative (in collaboration with Park City Municipal Corporation) to facilitate and lead a 12-month, community stakeholder-driven effort to develop an implementable Strategic Action Plan for building decarbonization in Park City and Summit County. The project team offers its deep gratitude to these funders for supporting this initiative.



Between June 2020 and May 2021, amid a global pandemic, Utah Clean Energy and Park City Sustainability convened a Community Advisory Committee composed of over 50 community stakeholders during nine virtual meetings to receive community feedback and guidance about potential strategies being considered.

The project leadership team was supported and guided by a Steering Committee, composed of members from the Park City Municipal Sustainability Department, Summit County Sustainability Department, the Park City Community Foundation, and local building and developer industry experts

⁵ U.S. Environmental Protection Agency. Scope 1 and Scope 2 Inventory Guidance. <https://www.epa.gov/climateleadership/scope-1-and-scope-2-inventory-guidance>

⁶ For example, see: National Academies of Sciences, Engineering, and Medicine 2021. Accelerating Decarbonization of the U.S. Energy System. Washington, DC: The National Academies Press. <https://doi.org/10.17226/25932>

During the virtual Community Advisory Committee meetings, participants joined one of four workgroup categories to focus on specific segments of the built environment (new construction & existing buildings) and two sets of strategies to support the funding and implementation of local building decarbonization (finance and community and business engagement and empowerment).

Community Advisory Committee Work Group Categories	
Existing Building Retrofits	New Construction
Finance	
Community & Business Engagement and Empowerment	

The strategies outlined in this Action Plan create a pathway for the Park City and Summit County communities to improve the efficiency of homes and buildings, and are based on feedback from the Community Advisory Committee, best practices from other communities across the U.S., and additional research resulting in tailored and implementable strategies for the Park City and Summit County communities.



Social Equity Insights and Recommendations

Underserved communities, including low-income residents and communities of color, are disproportionately impacted by pollution, high energy costs, and climate change. Of the 40,911 Summit County residents, 2,289 (5.6%) residents live below the federal poverty level (FPL), and approximately 740 (8.8%) of Park City's 8,850 residents live at or below the FPL.

Energy burden is the percentage of gross household income spent on energy costs. The average energy burden is 24% for Summit County residents and 27% for Park City residents living at or below the FPL, which is roughly double the Utah average of the same income bracket.⁷

One of the primary goals and commitments of this initiative was to employ a transparent and inclusive planning process which included engaging with leaders and residents of underserved communities to ensure that the Strategic Plan did not produce unintended hardships or barriers.

Between June 2020 and May 2021, project leaders organized and facilitated equity training for Community Advisory Committee members and issued community questionnaires to identify energy and housing conditions for underserved community members.

Additionally, we facilitated community listening and feedback sessions to secure feedback and hear stories from underserved community members about their challenges regarding affordable housing, climate impacts, high energy costs, unacceptable housing conditions, and the opportunities to enact policies and programs that produce equitable outcomes.

The intent of hosting an equity training with our 50-member Advisory Committee was to ensure that all project participants, including the project leaders, had a greater understanding of the institutional racism that has existed in our country for hundreds of years as well as how climate change will continue to disproportionately impact underserved communities, including communities of color.

The goal of the equity training was to emphasize the importance of identifying strategies that will not pose additional barriers or burdens to historically underserved communities and prioritize strategies that produce equitable outcomes.

To collect anonymous data, a Community Housing Questionnaire was created to solicit feedback on the general comfort and safety levels of housing in Park City and Summit County, as well as survey participants on energy efficiency opportunities, energy bill costs, and overall energy-saving habits. We received over 200 responses from our community questionnaire to gauge barriers and opportunities to increase home energy performance and decarbonize residential buildings.



Holy Cross Ministries facilitates a Community Housing Listening Session in Spanish in May 2021

⁷ U.S. Department of Energy - Office of Energy Efficiency & Renewable Energy, Low-income Energy Affordability Data (LEAD) Tool: <https://www.energy.gov/eere/slsc/maps/lead-tool>

Results of the questionnaires can be found here: [English](#) and [En Español](#). To encourage responses, five! \$100 gift certificates to a local superstore were offered as an opportunity drawing for completed! questionnaires. Surveys were distributed in collaboration with community partners, namely the Park City! Affordable Housing leadership team, Mountainlands Community Housing Trust, and Holy Cross Ministries. In total, 30 local households participated in two community housing listening sessions in April and May! 2021. An English language session was organized by Utah Clean Energy and the Park City Sustainability! Department in collaboration with Mountainlands Community Housing Trust, and a Spanish language! session was organized by Utah Clean Energy in collaboration with Holy Cross Ministries. Each participant! was compensated for their time and contribution with a \$50 gift card.

Thanks to the leadership and generosity of Holy Cross Ministries, feedback was secured from local Spanish speaking constituents using the following questions focused on the challenges and opportunities for climate action and building decarbonization and efficiency

- What are you already doing at home that helps save energy? / ¿Qué haces ya en casa que ahorra la energía?
- What are the energy improvements that you would like to see in your home or rental? What barriers exist, and what are some ways to make it easier for you to implement these improvements? / ¿Cuáles son los mejoramientos energéticos que querrías ver en su casa o renta!? ¿Cuáles barreras existen, y cuáles son algunas maneras de hacer más fácil que implementes estos mejoramientos?
- Do you have high utility bills for electricity and heating? / ¿Tienes altas facturas de servicios públicos para la electricidad y calentamiento?
- Would it have been helpful to know your average monthly utility bills before renting or buying your home? / ¿Habría sido útil si hubieras sabido cuáles serían tus facturas mensuales promedio de servicios públicos antes de alquilar o comprar tu hogar?
- Are you concerned about climate change, and are you already noticing the impacts? / ¿Te preocupas el cambio climático, y ya te estás notando los impactos?

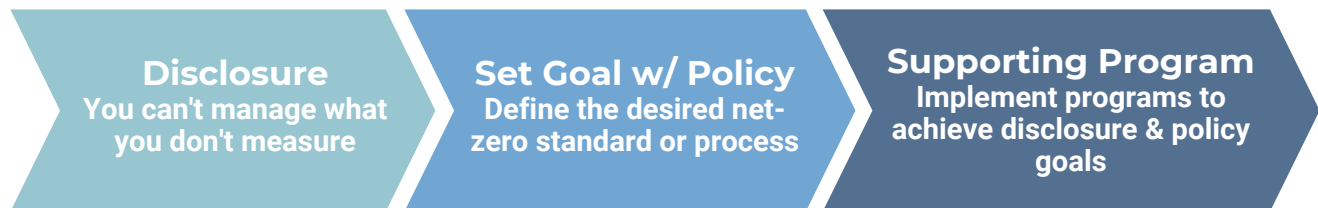
The community housing listening sessions focused on securing participant feedback to incorporate equitable outcomes for the project and informing attendees of the available incentives to install energy efficiency measures and improve thermal comfort at home. Keen participation in listening sessions and community housing questionnaires indicate that the Park City community is interested in saving energy at home and also experiences discomfort at home in low-income housing (e.g. too hot in upstairs bedrooms or too cold during winter months due to drafty windows and inefficient heating and cooling systems).

Participants and respondents already have some energy-saving habits, such as turning off lights, utilizing programmable thermostats, and turning down the temperature when asleep or away. A significant number of survey respondents would have chosen a different home or rental had they known the monthly utility bills before moving into their respective rental or home (10% of English survey respondents, 32% of Spanish survey respondents). Lastly, the questionnaires and listening sessions indicate that robust community outreach is needed to increase awareness of the available incentives and assistance to reduce energy use and save on utility costs at home.

Priority Building Decarbonization Strategies

The priority strategies in this Action Plan were selected based on several factors, including: the action is within the purview of the City and/or County to enact change, the action will contribute to building decarbonization, the action builds on local, state, or utility activities/programs, implementation of the action is low-cost, and the action can be implemented in a way that benefits underrepresented communities.

The strategies support a three-step pathway to advance building decarbonization:



Ten priority strategies make up the Strategic Action Plan and are organized into the following four categories:

Category 1: Existing Building Retrofits	Time-of-listing Home Energy Score	Residential Rental Licensing & Energy Transparency Policy	Commercial & Multifamily Building Energy Performance Standard
Category 2: New Construction	Net-zero Stretch Code		Net-zero Incentives
Category 3: Finance	Utah Clean Energy Fund	Commercial Property Assessed Clean Energy (C-PACE)	Allocate a portion of PCMC's Municipal Energy Tax/Franchise Tax Revenue to support decarbonization work
Category 4: Community & Business Leader Engagement & Empowerment	Certification and Recognition Program for Decarbonization Leadership		Equitable Outcomes within Building & Community Decarbonization Efforts

How to read this document:

The following sections are designed as an implementation guide to advance building decarbonization. Each section provides a detailed and implementable outline for each strategy and action, organized by the four following categories:

- 1) Existing Buildings and Retrofits
- 2) New Construction
- 3) Finance
- 4) Community & Business Engagement and Empowerment

The outline for each following strategy is accompanied with anticipated outcome(s), lead and supporting implementers, supporting resources, projected program costs, and an implementation timeline. Where applicable, sample policies and ordinances are included in the appendices to help facilitate implementation.

Building Retrofit Strategies

While the most cost-effective time to impact the energy use and associated greenhouse gas emissions of buildings is during the design and construction process, the reality is the majority of the local building stock has already been built.⁸ Retrofitting existing homes and buildings is critical to meeting Park City's and Summit County's climate goals and will support improved comfort, savings on energy bills, and improved building performance.

Building Retrofits Strategy #1 - Launch a Time-of-Listing Home Energy Score Program

Decarbonizing existing homes through energy retrofits can be complex and costly, yet the potential for cost-effective home energy retrofits is significant.⁹ The strategy outlined below is designed to increase consumer and public awareness of the energy use, cost, and carbon footprint of existing homes and make it easier to access pre-vetted and cost-effective retrofit recommendations. The strategy also supports additional future programs seeking to strategically decarbonize existing homes across the community.

About

Strategy: Adopt an ordinance requiring time-of-listing home energy scores for residential properties in Park City and Summit County. The ordinance could follow a short-term pilot program to refine and perfect the process before an ordinance is enacted.

Outcome: This policy will make the energy consumption, energy costs, and CO2 impacts of homes in Park City and Summit County visible to prospective home buyers and the public, therefore, increasing awareness of and demand for residential energy retrofits that lower carbon emissions.

This policy will also facilitate the creation of a database that can be used to identify energy-efficient homes and for targeted engagement of homeowners to upgrade homes that have inefficient building components or heating systems (i.e., low insulation levels, single-pane windows, or older gas HVAC systems).

The policy will also enable the development of future transparency and efficiency policies and programs for residential rental units in Park City and Summit County to ensure all community members have access to healthy, comfortable, and efficient homes.

Related Strategies: Certification and Recognition Program for Decarbonization Leadership

Strategy Leads & Outreach

Lead Implementer(s): Park City Sustainability Department and Summit County Sustainability (Health Department) and implementation contractor (e.g. Earth Advantage)

Supporting Implementer(s): Park City Manager, Summit County Manager, Park City Building Department, Park City Board of Realtors Multiple Listings Service (MLS)

⁸ See: <https://www.aceee.org/white-paper/2020/06/mandatory-building-performance-standards-key-policy-achieving-climate-goals>

⁹ See: <https://rmi.org/insight/the-economics-of-electrifying-buildings/>

Public outreach/education: Work closely with the Park City Board of Realtors to promote the home energy scoring program to homeowners and sellers. Engage ski resorts to boost a “save our snow” style building retrofit campaign, and leverage Mountain Towns 2030 messaging to educate part-time residents about the need to score homes and make plans to improve efficiency and adopt efficient electric heating and cooking technologies.

Program Resources

- Utilize existing programs: U.S. DOE’s Home Energy Score and RESNET’s Home Energy Rating Index!
- Align to the greatest extent possible with Utah model rules for home energy labeling.¹⁰

See Appendix A for a model ordinance based on successful programs in the cities of Portland and Milwaukie, Oregon.

Potential Program Costs

1. The program participation cost for homeowners: \$150 for assessment fee; assessment fee shall be waived for income-qualified homeowners
2. Program implementation will require ½ FTE for the full market area (Summit County and Park City)
3. Start-up costs including MLS update, assessor training, quality assurance, score report generation, and information reporting (mapping) shall be outsourced to an implementation contractor with an estimated cost of \$35,000-\$75,000 spread across the first 3 years of the program. These costs will support start-up activities that cover the full market area.

Action Steps & Timeline

1. Park City and Summit County build interdepartmental capacity (Q3 2021)
2. Using the concept language in Appendix A, draft an ordinance requiring time-of-listing home energy scores for single-family homes (Q3 2021)
3. Present draft ordinance to Park City and Summit County Councils during work sessions (Q4 2021)
4. Park City Council and Summit County Council adopt the ordinance requiring time-of-listing energy disclosure for single-family homes (Q1 2022)
5. Park City and Summit County issue collaborative RFP for implementation contractor (Q2 2022)
6. Park City and Summit County assist the Park City Board of Realtors in developing educational sessions that provide Continuing Education credits for Realtors about the changes to the MLS that result from the time-of-listing ordinance (Q2 2022)
7. Create a ‘Help Center’ and enforcement mechanism (Q3 2022)
8. Launch program (Q4 2022)
9. Create a process to “mine” the reported home energy data to do targeted engagement of homeowners to upgrade homes with old and/or inefficient components or systems (i.e., single-pane windows, or old gas HVAC systems). (Q2 2023)
10. Establish Community Accountability Board and associated rules (Q1 2026)

¹⁰ An initial draft of statewide model rules for a home energy scoring program are expected to be reviewed by the state’s Home Energy Information Pilot Program Advisory Committee in mid-2021.

GHG Emissions Impact	This policy will provide Park City and Summit County with critical home energy information that will be foundational to developing future programs and policies aimed at reducing emissions in the residential sector.
Ability to Measure Progress	This policy will allow for consistent data collection, reporting, and transparency to enable tracking over time.
Cost to Implement (\$/year and FTE)	\$10k-\$30k/year (first three years) for contractor, and ½ FTE
Anticipated Impact on Marginalized Communities	We anticipate that this policy will provide marginalized communities with greater access to information about potential energy costs before purchasing a home. Potential concerns include increased property values leading to displacement, which will be evaluated by the Community Accountability Board.
Opportunity to Build on Existing Programs	This policy utilizes time-tested home energy performance tools and resources that will allow for easy integration into a nation-wide network of home energy assessments.



Building Retrofits Strategy #2 - Commercial and Multifamily Building Energy Performance Standard

Decarbonizing our existing commercial and multifamily buildings is a critical step in meeting our community's greenhouse gas emission goals, but how can we reduce emissions if we can't quantify them? This strategy provides the necessary transparency for emissions from our commercial and multifamily buildings and phases-in requirements that will empower building operators to reduce energy use and associated emissions. Ultimately, this strategy creates a pathway to help our community's top-emitters reduce their environmental impact.

About

Strategy: Adopt a policy requiring a Building Energy Performance Standard for commercial buildings (including multifamily housing) in Park City and Summit County.

Outcome: Adopting this policy will make the energy consumption and CO2 impacts of commercial buildings that are 10,000 square feet and larger in Park City and Summit County visible to the building owner and the public, in order to target efficiency retrofits to buildings in need while also increasing awareness of and demand for commercial building energy retrofits that lower carbon emissions.

Related Strategies: Clean Energy Fund and C-PACE financing; Certification and Recognition Program to recognize both efficient buildings and buildings that have undergone decarbonization retrofits.

Strategy Leads & Outreach

Lead Implementer(s): Park City Sustainability Department and Summit County Sustainability Department

Supporting Implementer(s): Rocky Mountain Power, Dominion Energy, U.S. Environmental Protection Agency's ENERGY STAR Program, Building Energy Analysis Manager (BEAM) tool

Public outreach/education: Park City and Summit County should work with local building owners to educate them on the value of energy efficiency and guide them through the energy-reporting process by setting up a Help Desk during implementation. Additionally, building owners will be eligible to participate in a recognition program to garner community support and highlight their positive impact on the community.

Program Resources

- ENERGY STAR [*Portfolio Manager program*](#)
- Rocky Mountain Power's [*Energy Benchmarking program*](#)
- Dominion Energy's [*Business Benchmarking program*](#)
- Salt Lake City's [*Elevate Buildings Program*](#)
- Salt Lake City's [*Commercial Building Benchmarking and Market Transparency Ordinance*](#)
- [*Building Energy Analysis Manager tool*](#)
- Institute for Market Transformation's [*Comparison of U.S. Commercial Building Energy Benchmarking and Transparency Policies*](#)
- American Council for an Energy-Efficient Economy's [*Mandatory Building Performance Standards: A Key Policy for Achieving Climate Goals*](#)
- [*D.C. Guide to the 2021 BEPS*](#)

See Appendix B for model language for a Commercial and Multifamily Building Energy Performance Standard.

Potential Program Costs

Initial Costs for Energy Benchmarking and Transparency:

1. Program implementation will require an estimated ½ FTE for the full market area (Summit County and Park City).
2. Summit County and Park City may also incur extra costs if using a Building Energy Analysis Manager (BEAM) tool to assist with compliance.
3. Cost for building owners will be minimal as this ordinance will utilize a free energy benchmarking tool (ENERGY STAR Portfolio Manager).

Future Costs for Building Recommissioning and Retrofits:

1. Building owners will be encouraged to use utility incentive programs and financing tools to reduce costs for recommissioning and retrofits.
2. Building owners for whom the recommissioning and retrofit costs would place an unreasonable burden will be able to apply for an exemption.

Action Steps & Timeline

1. Park City and Summit County build interdepartmental capacity (Q3 2021)
2. Draft ordinance requiring building transparency and disclosure for multifamily and commercial buildings (Q3 2021)
3. Present draft ordinance to Park City and Summit County Councils during work sessions (Q2 2021)
4. Park City Council and Summit County Council adopt Building Energy Performance Standard ordinance (Q4 2021)
5. Park City and Summit County set up a Help Center and enforcement mechanism (Q1 2022)
6. Building energy benchmarking begins (Q2 2022)
7. Benchmarking begins for city and county properties (Q2 2023)
8. Benchmarking begins for non-residential non-city/county properties (Q2 2024)
9. Benchmarking begins for residential non-city/county properties (Q2 2025)
10. Establish Community Accountability Board and associated rules (Q1 2026)
11. Building Energy Performance Standard calibrated using local benchmarking data (Q1 2026)
12. Performance verification documentation is due for buildings with a property ID number ending in 1 or 6 (2027, 2032, and every five years thereafter)
13. Performance verification documentation is due for buildings with a property ID number ending in 2 or 7 (2028, 2033, and every five years thereafter)
14. Performance verification documentation is due for buildings with a property ID number ending in 3 or 8 (2029, 2034, and every five years thereafter)
15. Performance verification documentation is due for buildings with a property ID number ending in 4 or 9 (2030, 2035, and every five years thereafter)
16. Performance verification documentation is due for buildings with a property ID number ending in 5 or 0 (2031, 2036, and every five years thereafter)

GHG Emissions Impact	This policy will not only provide increased transparency for current building energy use to be used as a foundation to develop future programs, but it also requires the community's lowest performing buildings to make improvements over time. This will result in significantly lower emissions from the commercial building sector.
Ability to Measure Progress	All buildings will be required to report their current energy use and energy performance. This information will be collected in a regular compliance cycle and made transparent to the public.
Cost to Implement (\$/year and FTE)	½ FTE
Anticipated Impact on Marginalized Communities	The primary concern with this policy is improvement costs being passed on to tenants through increased rents, resulting in displacement. Efforts will be made to limit this by collecting information on rent changes and tenant turnover and through the assistance of the Community Accountability Board.
Opportunity to Build on Existing Programs	This policy utilizes the time-tested ENERGY STAR Portfolio Manager software and can utilize automated benchmarking programs from local utilities.



Building Retrofits Strategy #3 - Residential Rental Energy Transparency Policy

Most property owners who rent out their properties have no incentive to increase the efficiency or comfort of their home as they are not paying the utility bills and won't see the payback. As a result, renters are often subject to inefficient and uncomfortable housing with high utility bills. The first step to resolving this issue is to make potential energy costs for renters transparent and accessible. The strategy below outlines a simple pathway to providing renters with energy cost information before they sign a lease.

About

Strategy: Residential Rental Energy Transparency Policy.

Outcome: Adopting this policy will provide Park City and Summit County renters with increased transparency about the anticipated energy costs associated with their future homes. Multifamily rentals will be subject to energy use transparency and future energy-related improvements under the Commercial and Multifamily Building Energy Performance Standard. Single-family rentals will be subject to receiving a Home Energy Score to allow for energy use transparency.

Related Strategies: Time-of-Listing Home Energy Score Policy, Commercial and Multifamily Building Energy Performance Standard, Green Building Recognition Program to recognize both efficient rental units and rental units that have undergone decarbonization retrofits.

Strategy Leads & Outreach

Lead Implementer(s): Park City Sustainability Department and Summit County Sustainability Department.

Supporting Implementer(s): Building owners, Summit County Health Department.

Public outreach/education: Work closely with building owners, community members who rent, local environmental health, and affordable housing advocates.

Program Resources

- This policy should leverage previously adopted, successful city-level policies from our region, such as! *Boulder, Colorado's SmartRegs program*. The Boulder, Colorado municipal code could serve as a model! for the Park City and Summit County ordinance.¹¹
- *Residential Energy Use Disclosure: A Guide for Policymakers from ACEEE*.
- Build upon the energy information received through the Time-of-Listing Home Energy Score Program.!
- Leverage utility incentives for energy efficiency, electrification, and battery storage.

Potential Program Costs

1. Implementation would require an estimated ½ FTE for enforcement.
2. The cost for single-family landlords is \$150 for the Home Energy Score assessment fee.

¹¹ See: Boulder, Colorado Municipal Code, TITLE 10 STRUCTURES, Chapter 3 - Rental Licenses:
https://library.municode.com/co/boulder/codes/municipal_code?nodeId=TIT10ST_CH3RELI

Action Steps & Timeline

1. Park City and Summit County build interdepartmental capacity (Q3 2021)
2. Engage renters and building owners to assess the impact of suggested policy on rental rates and community displacement (Q4 2021 - Q1 2022)
3. Develop long-term rental license requirements for single-family and multifamily rentals (Q3 2022)
4. Develop draft Residential Rental Energy Transparency Ordinance (Q2 2023)
5. Park City Council and Summit County Council adopt Residential Rental Energy Transparency ordinance (Q3 2023)
6. Park City and Summit County re-evaluate program for improvements including a potential Energy Performance Standard for single-family rentals (Q1 2025)

GHG Emissions Impact	This policy will provide Park City and Summit County with critical home energy information that will be foundational to developing future programs and policies aimed at reducing emissions in the residential sector.
Ability to Measure Progress	The results of this program will be quantifiable as each rental will receive a score.
Cost to Implement (\$/year and FTE)	The main implementation costs for this program will be to certify compliance and ensure that utility information is made accessible to potential tenants.
Anticipated Impact on Marginalized Communities	This policy will allow Park City and Summit County community members with critical information to help them estimate utility costs. Ultimately, this policy may result in improved efficiency of rental properties as renters begin to avoid particularly inefficient properties.
Opportunity to Build on Existing Programs	A similar program exists in Boulder, CO. Also, Park City already has a short-term rental license requirement that may be extended to include long-term rentals and amended to add provisions for environmental health and safety.

New Construction Strategies

As new homes and buildings continue to be built in Park City and the larger Summit County area, our community has two choices: either incorporate net zero and carbon-free technologies and building methods during construction or continue to build homes and buildings that only meet the minimum energy codes and therefore require retrofits after the fact. Retrofitting buildings is typically much more costly than building net zero from the start. The two strategies below provide a pathway for Park City and Summit County to spur net zero energy in new construction and major retrofits through actions that are within the purview of the local community.

New Construction Strategy #1 - Adopt a Net-Zero Stretch Code

In Utah, local governments are not able to adopt mandatory building codes. Thus, this strategy is designed to empower local governments to spur voluntary adoption of all-electric/electric-ready and net zero energy building practices for new buildings or major retrofits. This would take place through a council resolution recognizing a voluntary net zero “stretch code” as the community’s “preferred” energy code. The goal is to encourage greater uptake of all-electric/electric-ready and net-zero energy building practices for new construction and major retrofits such that all new construction would meet net zero by 2030.

About

Strategy: Adopt a Net Zero Stretch Code for new commercial and residential buildings (and major building retrofits).

To implement this strategy the City and County Councils would adopt a resolution recognizing a voluntary electric-ready Net Zero Stretch Code as the preferred energy code for new homes and buildings. This resolution would include a formal (though non-binding) goal for all new construction in Park City and Summit County to achieve net-zero status by 2030. Adopting a goal for the community to collectively aim for is a recognized best practice. According to New Buildings Institute, “States and municipalities that are successful at adopting and implementing stretch codes often have well-established energy goals that serve as the driving force behind adoption.”¹² We recommend that the Net Zero Stretch Code be a combination of New Building Institute’s *Building Decarbonization Code* and the *Zero Energy Building Provisions* found in the 2021 International Energy Conservation Code (IECC). To maximize flexibility, other comparable, industry-recognized net-zero energy programs, standards, or certifications should be accepted to demonstrate compliance with the Net Zero Stretch Code.

Building permit applicants should submit documentation that the project is either enrolled in, participating in, or meeting the standards of one of the net-zero programs referenced in the Net Zero Stretch Code.

Outcome: Drive increased adoption of electric-ready net zero building construction and operational practices in Park City and Summit County with a goal for all new construction projects and major renovations to voluntarily achieve net zero by 2030.

Related Strategies: Net Zero Incentive Program, Clean Energy Fund and C-PACE financing, Recognition for Decarbonization Leadership

Strategy Leads & Outreach

Lead Implementer(s): Park City Municipal (Sustainability, Planning, Building) and Summit County (Sustainability, Planning, Building).

Supporting Implementer(s): Park City Area Home Builders Association, AIA Utah, ASHRAE Utah.

Public outreach/education: Park City and Summit County should promote the Net Zero Stretch Code through public notice mailers and a dedicated webpage that outlines net zero code language and net-zero certification resources. Mailers could be distributed to architects, contractors, and engineers, etc. In addition, a social media push could be considered to get the word out regarding the Net Zero Stretch Code after the ordinance is adopted.

In addition, Sustainability Departments for the City and County could help plan and host biannual information sessions about the accepted net zero programs/standards/certifications. These information sessions could be organized with industry associations including the Park City Area Home Builders Association, AIA Utah, and ASHRAE Utah.

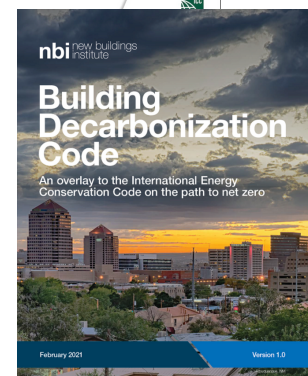
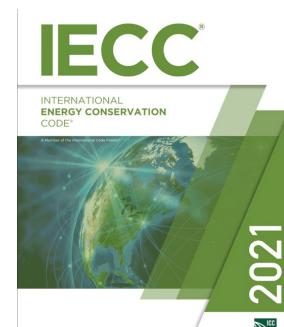
Program Resources

Numerous third-party net zero energy programs and standards exist, which should be eligible to meet the City's and County's voluntary Net Zero Stretch Code. The base Net Zero Stretch Code would be based on the Mixed Fuel (electric-ready) Building Decarbonization Code from New Buildings Institute and the Zero Energy Building Provisions from the 2021 International Energy Conservation Code.

- *Mixed Fuel Building Decarbonization Code from New Buildings Institute*
- *Appendix CC - Zero Energy Commercial Building Provisions from the 2021 International Energy Conservation Code (IECC)*
- *Appendix RC - Zero Energy Residential Building Provisions from the 2021 International Energy Conservation Code (IECC)*

A home or building that is built using one of the following programs or standards should also be determined to comply with the Net Zero Stretch Code:

- Meeting standards outlined in Park City Resolution 28-2017 *Net Zero Energy Performance Requirements*
- *Zero Energy Ready Homes* plus electric-ready and on/off-site renewable energy, from the U.S. Department of Energy
- *Passive House* certified plus electric-ready and on/off-site renewable energy, from the Passive House Institute of the U.S.



- [Zero Energy Certification](#) from International Living Future Institute
- [Zero Carbon Certification](#) from International Living Future Institute
- [LEED Zero Certification](#) plus electric-ready, from United States Green Building Council
- [Zero Energy plus Electric-Ready Standards](#) from Enterprise Green Communities 2020 Criteria

The following utility incentives for high performance homes and buildings should be incorporated into the promotion of the Net Zero Stretch Code, as these incentives encourage and offset incremental costs associated with enhanced levels of energy efficiency as well as dual fuel heat pumps, air-source heat pumps, and heat pump water heaters:

- [Rocky Mountain Power Wattsmart Homes program](#)
- [Rocky Mountain Power Wattsmart Multifamily program](#)
- [Rocky Mountain Power Wattsmart New Commercial Building program](#) (expected to be re-launched in! early 2022)

See Appendix C for a model resolution adopting a Net Zero Stretch Code for consideration by Park City Council and Summit County Council.

Potential Program Costs

Costs for this strategy include Sustainability Department staff time as well as costs for marketing and promoting the Net Zero Stretch Code to prospective permit applicants. We estimate that 0.5 - 0.75 FTE of staff time, between both local governments, would be enough to help administer the Voluntary Stretch Code.

Staff time will be required to update and finalize the resolutions, review and modify the IECC and NBI "stretch code" language as needed collect final feedback from industry stakeholders and Planning and Building Departments, and then present the resolutions to the Park City Council and the Summit County Council.

Staff time will also be needed to administer a Net Zero Help Desk to answer questions and provide limited technical assistance to permit applicants who are submitting permit applications under the Net Zero Stretch Code. This is explained further in the next section.

In addition, to effectively increase the adoption of net zero construction, Park City's and Summit County's Building and Planning Departments should include net zero educational materials on their websites and provide net zero guidance to all permit applicants. We recommend starting with an annual budget of \$15,000 to market and promote the Net Zero Stretch Code to prospective building permit applicants.

Action Steps & Timeline

1. Using the concept language in Appendix D, finalize resolutions creating a voluntary Net Zero Stretch Code for Park City and Summit County. (Q4 2021)
2. Present the Net Zero Stretch Code resolutions to the Park City Planning Commission, Snyderville Basin Planning Commission, and Eastern Summit County Planning Commission. (Q1 2022)
3. Present the Net Zero Stretch Code resolutions to Park City Council and Summit County Council work sessions. (Q2 2022)
4. Present the final resolutions to the Park City Council and Summit County Council. (Q4 2022)
5. Park City and Summit County Councils pass resolutions adopting net zero building goals and Net Zero Stretch Codes. (Q1 2023)
6. Create an online net zero energy building educational resource (including definitions, information about acceptable net zero programs, standards, and certifications, and code compliance documentation needed) that the Planning and Building Departments can make available to permit applicants. (Q2 2022)
7. Create cross-departmental teams (including liaisons from Sustainability, Planning, and Building Departments) to build capacity and support the City and County's Net Zero Stretch Code implementation. (Q1 2023)
8. Track state action on reviewing and adopting the 2021 IECC and the Zero Energy Building Provision appendices, and consider a local government coalition to advocate for local adoption of mandatory stretch codes. (Q1 2022 - Q1 2023)

GHG Emissions Impact	Medium. The number of new permits is relatively small compared to the large number of existing buildings.
Ability to Measure Progress	High. Can track the number of permits, the number of new builds/ rehabs that meet the Net Zero Stretch Code, and calculate emissions avoided.
Cost to Implement (\$/year and FTE)	0.5-0.75 FTE for the Building Dept. and \$15,000/ year for education and marketing to promote the Net Zero Stretch Code.
Anticipated Impact on Marginalized Communities	Leverage Net Zero Stretch Code to encourage affordable housing development to meet Net Zero.
Opportunity to Build on Existing Programs	High. Leverage utility incentive programs for high-performance single family, multifamily, and commercial buildings.

New Construction Strategy #2 - Launch Net Zero Incentives

To encourage permit applicants to meet the Net Zero Stretch Code outlined in the previous section, Park City and Summit County can offer incentives to permit applicants. These incentives can come in many forms and this section outlines several strategies to consider.

About

Strategy: Implement incentives to encourage designers, builders, and developers to design and build homes and buildings that meet the Net Zero Stretch Code. The net zero incentives could include one or more of the incentives below:

- **Net Zero Building Permit Fee Waiver:** Waive building permit fees for applicants who document that their project meets the Net Zero Stretch Code. This strategy would build upon Park City's and Summit County's existing fee waivers for solar PV and electric vehicle charging systems.¹³ This strategy also requires verification that a project not only *applies* as a net zero project, but also *operates* as a net zero building. This could be addressed by creating a new "Net Zero Performance Bond", similar to Park City's Limits of Disturbance bond or Landscaping bond, where permit applicants receive a Certificate of Occupancy after posting a Guarantee that is refunded after landscaping is installed according to City requirements.¹⁴ This could work by requiring a permit applicant to post a Guarantee (through a bond, a letter of credit, or by check) for the cost of the building permit and then receive a refund for the same amount after the City or County confirms that the building has met the goal of operating as a net zero building.
- **On-Call Energy Modeler/Energy Analyst:** To provide an easy-to-access energy modeling consultant to builders and developers, Park City and Summit County could formalize an agreement with a qualified energy modeling consultant (either as a staff member or via a retainer agreement) to provide energy analysis and energy modeling services to developers and builders who don't have an energy modeler/analyst on staff. The City and County could charge a modest fee and offer this as a service for net zero applicants.
- **Streamline Plan Review:** Streamline Park City's and Summit County's plan review permitting processes with a goal of 50% shorter review times for buildings and developments designed to meet the Net Zero Stretch Code. At least initially, it is likely Net Zero Stretch Code permit applications could take longer to review because the materials will be new to the Building Department staff. We recommend addressing this by providing six months for Plan Review staff to receive training about the Net Zero Stretch Code and related net zero building programs. The streamlined process could take effect after this period of time. The creation of a Net Zero Help Desk could also help alleviate this issue.
- **Net Zero Help Desk:** Develop a "Net Zero Help Desk" to provide plan review and technical assistance to permit applicants seeking permits under the Net Zero Stretch Code. In addition to answering technical questions, Net Zero Help Desk staff would "shepherd" permit applications through City and County processes (Planning Dept. and Building Dept.), providing a concierge service to these applications due to the public benefits they provide the community.

13 See: <https://parkcity.municipalcodeonline.com/book?type=resolutions#name=11>
[2019_Building_Department_Fee_Waivers_On_New_Renewable_Energy_Projects_and](https://summitcounty.org/CivicAlerts.aspx?AID=199)
<https://summitcounty.org/CivicAlerts.aspx?AID=199>

14 See: <https://www.parkcity.org/departments/building-and-fire-safety/building-faq-s>

- **Allow Planning and Zoning Variances for Net Zero Buildings:** Modify Park City's and Summit County's Planning and Zoning rules, primarily through negotiated Master Plan Development processes, to allow for a height bonus, increased density, a variance from minimum parking requirements, etc. for buildings that are built or renovated to meet the Net Zero Stretch Code. This concept requires additional study and time and we recommend that these changes be modeled on the Affordable Master Planned Development (AMPD) Code Amendments that were adopted by the Park City Council on February 25, 2021.¹⁵

Outcome: Reward and incentivize new construction and major renovations that are built to the Net Zero Stretch Code with a goal for all new construction projects and major renovations to achieve net zero by 2030.

Related Strategies: Adopt a Net Zero Stretch Code; Clean Energy Fund financing; Recognition for Decarbonization Leadership.

Strategy Leads & Outreach

Lead Implementer(s): Park City Municipal (Sustainability, Planning, Building) and Summit County (Sustainability, Planning, Building).

Supporting Implementer(s): Park City Area Home Builders Association, AIA Utah, ASHRAE Utah.

Public outreach/education: Park City and Summit County Building and Planning Departments provide information on best practices/recommendations distribution via online permitting systems. Direct outreach to architects and builders industry groups such as the Park City Area Home Builders Association, AIA Utah, and ASHRAE Utah.

Park City and Summit County could promote newly available incentives through public notice mailers and a dedicated webpage. As noted above, a social media push and public notice mailers could be distributed to architects, contractors, and engineers, etc. to promote the net zero incentives.

Program Resources

The following utility incentives for high performance homes and buildings should be incorporated into the promotion of the Net Zero Stretch Code, as these incentives encourage and offset incremental costs associated with enhanced levels of energy efficiency as well as dual fuel heat pumps, air-source heat pumps and heat pump water heaters:

- [Rocky Mountain Power Wattsmart Homes program](#)
- [Rocky Mountain Power Wattsmart Multifamily program](#)
- Rocky Mountain Power Wattsmart New Commercial Building program (expected to be re-launched in early 2022)

¹⁵ See: <https://engageparkcity.org/housing-lmc>

Potential Program Costs

- **Net Zero Building Permit Fee Waiver:** Based on information shared by the Park City and Summit County building departments, we estimate that the financial value of the building permit fee waiver for one single family home would be approximately \$3,000 in Summit County and \$5,000 in Park City. If 30% of estimated new single family homes in Park City were to apply for a net zero building permit fee waiver, the reduced revenue to the City is estimated to be \$35,000. The estimate for Summit County is \$190,000 based on the higher rate of new construction in the County. Additional analysis is needed to estimate the revenue reductions from waiving building permit fees for other building types. The fee waiver should be reviewed annually to determine if it is having the desired impact and to assess impacts on the City and County budgets.
- **On-Call Energy Modeler/Energy Analyst:** Between \$50,000 (part-time) - \$100,000 (full-time) annually should be allocated to enter into an agreement with a qualified energy modeling consultant via a retainer agreement (or something similar). This agreement would allow the energy modeling consultant to provide energy analysis and energy modeling services to developers and builders who don't have an energy modeler/analyst on staff. The City and County could charge a modest fee and offer this as a service for net zero applicants, with the remainder of the energy modeling/analysis fee being paid for by the contractor or developer.
- **Streamline Plan Review:** We recommend that one to two Plan Review staff should allocate a small portion of their time to receive training about the Net Zero Stretch Code and related net zero building programs. In addition to staff time, \$1,200 could be allocated to pay for online training from net zero certification programs, such as International Living Future Institute, U.S. Green Building Council, etc. The streamlined process could take effect after this period of time. Creation of a Net Zero Help Desk could also help alleviate this issue.
- **Net Zero Help Desk:** This is a part-time position that could be incorporated into the job description for one to two Building Department staff.
- **Allow Planning and Zoning Variances for Net Zero Buildings:** The City and County should anticipate costs for a third-party consultant to propose these allowances into the land use and or AMPD codes.

Action Steps & Timeline

1. Propose net zero incentive program concepts to Park City and Summit County Community Development teams. (Q3 2021)
2. Park City and Summit County engage a third-party consultant to evaluate and propose a "net zero bonus" code change similar to the effort that led to Park City's AMPD code change. (Q1 2022)
3. Draft zoning policy changes to allow net zero buildings to receive bonuses. (Q2 2022)
4. Present zoning policy changes to Park City and Summit County Planning Commissions. (Q3 2022)
5. Present net zero incentive program to Park City Council and Summit County Council as work session. (Q3 2022)
6. Park City and Summit County Councils adopt net zero incentive program. (Q4 2022)
7. Cross departmental teams support the implementation of the City's and County's Net Zero Stretch Code incentives (including application process, required documentation.) (Q4 2022)

GHG Emissions Impact	N/A. This strategy supports and enables GHG emission reductions from the Net Zero Stretch Code strategy.
Ability to Measure Progress	High.(Can track # of permits, # of new builds/rehabs that meet net zero, and calculate emissions avoided)
Cost to Implement (\$/year and FTE)	Varies. Building permit fee waiver could reduce revenues by \$35,000 - \$190,000 (see page 24). On call energy modeler/ analyst doesn't require city or county funding. 0.5-0.75 FTE for the Building Dept. as noted in the previous strategy could staff the Net Zero Help Desk
Anticipated Impact on Marginalized Communities	TBD. Bonus incentives should be offered for affordable housing developments.
Opportunity to Build on Existing Programs	High. See note from Net Zero Stretch Code



Strategic Actions for Finance

Capital is needed to finance building decarbonization projects and to manage decarbonization programs at the city and county levels. Three finance strategies are outlined below to advance building decarbonization projects and programs.

Finance Strategy #1 - Educate and Advocate for a Statewide Clean Energy Fund

About

Strategy: Develop a state-wide Clean Energy Fund to spur investment in clean energy solutions, including decarbonization and efficiency improvements to homes and buildings. This type of fund can accept both public and private capital. While not essential, state-level buy-in and enabling legislation will help ensure the success of this program. More than a dozen states already have similar funds that have generated over \$5.3 billion in clean energy investments since 2011, including \$1.5 billion in investments in 2019.¹⁶ During the 2021 General Legislative Session, Utah lawmakers considered House Bill 263, Utah Clean Energy Fund.¹⁷ The bill was held in a committee and will be reconsidered during the 2021 Interim Session which takes place between May and December 2021.

Outcome: A Clean Energy Fund that will attract both private and public capital to fund decarbonization projects, especially projects that may have difficulty attracting traditional capital. This Fund can be used to fund both new construction and retrofit projects at affordable interest rates. Further, the creation of a clean energy fund could also receive potential federal funding for clean technology and jobs.

Related Strategy: Time-of-Sale Home Energy Score Policy; Commercial and Multifamily Building Energy Performance Standard; Net Zero Stretch Code.

Strategy Leads & Outreach

Lead Implementer(s): The implementation and capitalization of this program is secondary to the passage of enabling legislation in Utah. Interested representatives from Park City and Summit County should partner with interested individuals and non-profit entities like Utah Clean Energy to build support for this legislation.

Supporting Implementer(s): TBD

Public outreach/education: The Park City Community Foundation Climate Fund generously funded a study by the Sorenson Impact Center of the David Eccles School of Business at the University of Utah¹⁸ which should be utilized in outreach and education to key decision-makers, industry leaders, and interested members of the public.

16 Coalition for Green Capital, <https://coalitionforgreencapital.com/wp-content/uploads/Accelerator-One-Pager-20.12.03.pdf>

17 See House Bill 263, Utah Clean Energy Fund (2021) <https://le.utah.gov/~2021/bills/static/HB0263.html>

18 See: Utah Clean Energy Fund - An Analysis of Viability and Economic Impact (February 2021): https://d7c50b97-c4ba-4182-85b9-db32ff97187c.filesusr.com/ugd/1924a8_706b94ff1da94678991e6bdb1137d8e6.pdf

Program Resources

- Sorenson Impact Center study: Utah Clean Energy Fund - An Analysis of Viability and Economic Impact! (February 2021)
- House Bill 263, Utah Clean Energy Fund (2021)

Potential Program Costs

Implementation of this strategy is not expected to impose costs on Park City Municipal or Summit County. The previously proposed Utah legislation (House Bill 263) requested \$500,000 per year for two years from the Utah Legislature for start-up costs and staffing. After two years, the administration of the fund should be self-supporting.

Action Steps & Timeline

1. Park City leadership, Summit County leadership, and local stakeholders actively support Clean Energy Fund legislation during the Utah Legislature's 2021 Interim Session and 2022 General Session. (Q3 2021 - Q1 2022)
2. Clean Energy Fund legislation passed by Utah Legislature. (Q1 2022)
3. Park City and Summit County leadership provide guidance/support in setting up a statewide Clean Energy Fund (Q2 2022 – Q4 2022)
4. When the fund is up and running, Park City and Summit County begin local promotion of the Clean Energy Fund as a resource to assist residents and businesses in paying for decarbonization activities.

GHG Emissions Impact	TBD; high potential
Ability to Measure Progress	High
Cost to Implement (\$/year and FTE)	\$0
Anticipated Impact on Marginalized Communities	The Clean Energy Fund legislation previously proposed required that investments prioritize equitable social justice outcomes.
Opportunity to Build on Existing Programs	High

Finance Strategy #2 - Promote C-PACE Financing

With C-PACE enacted by both Park City and Summit County governments, all eligible commercial building owners, developers, and mortgage holders should be made aware of C-PACE financing and its benefits.

About

Strategy: Commercial Property Assessed Clean Energy (C-PACE) is a financing tool for large building efficiency, clean energy, EV infrastructure, water conservation, and seismic upgrades. C-PACE was authorized through Utah Legislation in 2013 and both Park City and Summit County governments have authorized C-PACE financing across the City and County.

With C-PACE financing in place for both communities, the focus needs to be on increasing widespread awareness among current and prospective commercial and multifamily property owners and managers, and new developers of commercial and multifamily projects. Two sectors where C-PACE can be highly effective in the Park City and Summit County area are lodging/hospitality, and multi-family housing.

In Utah, C-PACE has been used more commonly in new construction projects. Currently, C-PACE financing is well-suited for larger projects generally \$1 million or larger.

Outcome: Commercial property owners and developers in Park City and Summit County have access to an innovative financing tool for large energy efficiency and renewable energy projects, seismic upgrades, water conservation, and electric vehicle charging infrastructure.

Related Strategy: Building Energy Performance Standard; Net Zero Stretch Code

Strategy Leads & Outreach

Lead Implementer(s): Sustainable Real Estate Solutions (SRS) Park City's and Summit County's C-PACE administrator

Supporting Implementer(s): Park City and Summit County Sustainability staff; Community/Economic Development, Planning Dept. and Building Departments; Park City Area Lodging Association

Public outreach/education: To promote and encourage widespread use of C-PACE financing, Park City and Summit County could work closely with the local C-PACE administrator to:

- Schedule C-PACE educational sessions for resorts, including dedicated outreach to the Park City Area Lodging Association, Park City Mountain Resort/Vail, The Canyons, and Deer Valley.
- Schedule educational sessions for owners and developers of multi-family housing developments.
- Host biannual workshops for developers and existing commercial and multifamily building owners. Workshops should be co-hosted by Sustainability, Planning, Building, Community Development Departments.
- Include links to Utah's C-PACE website on the Park City and Summit County Sustainability, Planning, Building, and Community Development department websites.
- Co-host and promote industry training sessions for commercial developers, owners, property/asset managers, and real estate professionals, including ULI Utah, BOMA Utah, CREW Utah, and CCIM.
- Educate local and regional banks and commercial lenders active in the Park City and Summit County markets about C-PACE financing.

Program Resources

- Utah - Commercial Property Assessed Clean Energy (*C-PACE*) [*website*](#).

Potential Program Costs

There are no direct costs to Park City and Summit County for offering C-PACE financing in partnership with SRS. Administration of C-PACE by SRS is paid for by a fee equal to 3% of the loan amount not to exceed \$90,000 per project.

There are likely to be nominal costs in the form of several hours of staff time each year, from the Park City and Summit County attorney's offices to review C-PACE financing documents, and also the Park City and Summit County's Sustainability Departments and Economic Developments related to promoting and marketing C-PACE financing.

Action Steps & Timeline

1. Explore how affordable multifamily housing developments might utilize C-PACE financing for rehabilitating older multi-family housing developments. (Q4 2021)
2. Host community-wide training for City and County staff from Building Departments, Planning Departments, Community and Economic Development Departments about C-PACE financing. (Q4 2021)
3. Host presentation/trainings for commercial and multifamily developers in Park City and Summit County about C-PACE as a tool to retrofit and build new net zero buildings. (Q1 2022)
4. Host presentations for area ski resorts, lodging/hospitality with the Park City Area Lodging Association about the C-PACE process and steps. (Q2 2022)

GHG Emissions Impact	High. Estimated energy savings and associated emissions reduced are commonly part of energy projects funded through C-PACE.
Ability to Measure Progress	High. Data is collected for each C-PACE project that shows estimated energy and carbon reductions.
Cost to Implement (\$/year and FTE)	Low. Nominal staff time to review C-PACE applications. Modest marketing costs to promote C-PACE through strategic education and training events. Most of this is handled by the private C-PACE administrator(s)
Anticipated Impact on Marginalized Communities	Multifamily affordable housing developments are eligible for C-PACE financing. Efforts must be made to preserve affordable rents after projects undergo energy improvements
Opportunity to Build on Existing Programs	High. Utah already has a C-PACE program and both Park City and Summit County Councils have authorized C-PACE financing.

Finance Strategy #3 - Allocate a Portion of Park City's Municipal Energy Tax/Franchise Tax Revenue to Support Program Implementation

The successful implementation of impactful local government programs requires ongoing funding. One possible source of revenue for municipalities in Utah is the Municipal Energy Sales and Use Tax .

About

Strategy: In addition to including implementation costs for strategies in this plan within future Park City budget proposals, Park City staff could consider allocating a portion of Park City's Municipal Energy Sales and Use Tax (MET)/Franchise Tax revenue to support the implementation of building decarbonization strategies included in this plan. Note: only municipalities in Utah are allowed to collect MET so this strategy does not apply to Summit County.

Implementation of this strategy is heavily impacted by anticipated lower city revenues as a result of the global Covid-19 pandemic. The timing of when this strategy can be implemented is contingent on the economic recovery and Park City's resulting MET revenues.

Outcome: Park City is positioned to implement priority building decarbonization actions, such as hiring program implementers, marketing/promotion of programs, and possibly providing direct support to income-eligible residents for certain energy-saving programs. For example, Park City could pay for home energy assessments required through the Time-of-Listing Home Energy Score program for income-eligible residents for whom the energy assessment cost imposes a financial hardship.

Related Strategy: Time-of-Listing Home Energy Score Program, Building Energy Performance Standard, Net Zero Stretch Code Incentive Program, Green Building Recognition Program.

Strategy Leads & Outreach

Lead Implementer(s): Park City Municipal staff including Sustainability, Budget, and Legal.

Supporting Implementer(s): TBD

Public outreach/education: TBD

Program Resources

TBD

Potential Program Costs

TBD

Action Steps & Timeline

1. Determine if Park City can change the allocation of revenues collected through its Municipal Energy Tax collection (Q3 2021)
2. Determine how much revenue the City collects annually (Q4 2021)
3. Determine costs for implementing building decarbonization programs (Q4 2021)
4. Review possible restructuring of current MET allocation (Q1 2022)
5. Incorporate changes into Park City's municipal budget to allocate these revenues or a portion of the revenues to support building decarbonization program implementation (Q2 2022)

GHG Emissions Impact	N/A. This is an enabling strategy that supports implementation of other strategies.
Ability to Measure Progress	High. Progress toward achieving this strategy can be measured by tracking new budgets for decarbonization project implementation.
Cost to Implement (\$/year and FTE)	Medium. Additional staff time required to administer allocation of MET for decarbonization projects.
Anticipated Impact on Marginalized Communities	Funding should be directed to ensure housing affordability.
Opportunity to Build on Existing Programs	High. Park City already collects MET funds.



Community & Business Engagement & Empowerment

The following strategies provide opportunities to engage and empower local residents and businesses to play a critical role in reducing emissions from buildings on a community level. Ranging from recognition of successful decarbonization projects, or a local business certification program, to equipping underserved community members with low-cost/no-cost home efficiency resources, the community-focused strategies provide a pathway for coordinated community implementation.

Community & Business Engagement & Empowerment Strategy #1 - Certification and Recognition Program for Decarbonization Leadership

For rapid decarbonization efforts to come to fruition by 2030, buy-in from local businesses and residents is paramount. The Community & Business Engagement & Empowerment workgroup within the Community Advisory Committee strongly recommended developing a certification and recognition program to equip businesses and residents with cost-effective resources and solutions to quickly decarbonize their buildings and organize a structure to recognize and to celebrate their successes publicly.

About

Strategy: Empower and recognize local businesses, homeowner associations, property management companies, builders, developers, and realtors for reducing emissions and decarbonizing homes, rentals, and commercial buildings to support sustainable tourism and local economic development. The certification program provides a business case for a wide array of efficiency, clean energy, electrification, and water conservation actions for both building owners and business tenants. Partially modeled off the successful green business certification programs in Denver, Colorado ([Certifiably Green Denver](#)) and Sedona, Arizona ([Sustainability Alliance Business Certification](#)), a small group of MBA students at the University of Utah helped develop the structure and criteria for the sustainable business portion of the local recognition program for Park City and Summit County.

The program will provide guidance and recognition for both tenants and building owners in Park City and Summit County to increase the energy efficiency of and reduce emissions from homes and buildings. The program will complement Recycle Utah's Green Business Program, which empowers local businesses to increase their environmental stewardship. The program also complements previously presented strategies by adding positive public recognition for positive Home Energy Scores, commercial or multifamily buildings with high ENERGY STAR Scores, and new construction projects that achieve net zero energy status.

Outcome: A certification and recognition program that verifies and publicly celebrates businesses and building owners for successfully implementing decarbonization projects in commercial and residential buildings across the community.

Related Strategies: This strategy provides complementary public recognition for other strategies proposed in this Action Plan, including homes that receive positive Home Energy Scores through the Time-of-Listing Home Energy Scoring program, buildings that receive positive energy performance scores through the Building Energy Performance Standard, and new net zero homes and buildings that are built using the Net Zero Stretch Code.

Strategy Leads & Outreach

Lead Implementer(s): Entity awarded through a local government RFP process.

Supporting Implementer(s): Park City Municipal, Summit County, Utah Clean Energy, Recycle Utah, Park City Chamber of Commerce, Park City Community Foundation, Community Advisory Committee stakeholders.

Public outreach/education: The following programs and organizations should be involved in promoting and providing public outreach about the certification and recognition program: Summit Community Power Works, Utah Clean Energy, Recycle Utah, Park City Chamber, Park City Community Foundation, Utah Sustainable Business Coalition, Utah Climate Action Network, homeowners associations, Park City Board of Realtors, Home Energy Score raters, building owner and property manager organizations, Park City Area Home Builders Association, and Community Advisory Committee stakeholders.

Program Resources

- The branding, structure, and certification checklist were partially developed by a group of MBA students! from the University of Utah and members of the Community Advisory Committee. Resources developed! by MBA students can be [found here](#).
- [Utah Sustainable Business Coalition](#).
- Summit Community Power Works ([SCPW Challenge platform](#)) (available in English and Spanish).

Potential Program Costs

- \$50,000 – \$75,000 per year for staff, outreach, collateral, website, support, verification process, media, etc.

Action Steps & Timeline

- Clearly differentiate certifications between building owners and tenants. (Q3 - 2021)
- Finalize tenant and building owner certification actions per business-type category. (Q3 - 2021)
- Coordinate additional informational interviews with local businesses to secure program feedback and buy-in. (Q3 - 2021)
- Finalize branding and business benefits materials. (Q3 - 2021)
- Issue RFP for a local entity to implement and manage the program (Q3/Q4 - 2021)
- Program to be launched in Q4 2021/Q1 2022.
- Coordinate and host a celebratory 1-year anniversary event of the Business Certification Program Launch. (Q4 - 2022)

Example Recognition Categories:

- **For existing homes:** Home Energy Score of 8, 9, or 10 or HERS Rating of 60 or below. Existing Homes!can also receive recognition for completing action within the [SCPW Challenge platform](#).
- **For existing commercial/multifamily buildings:** ENERGY STAR Certified.
- **For new homes:** Homes that a achieve net zero certification through the Net Zero Stretch Code program.!
- **For new commercial/multifamily buildings:** Buildings that achieve a net zero certification through the!Net Zero Stretch Code program.
- **For realtors:** Residential realtors with Eco Broker or NAR Green Realtor designation.
- **For property managers:** 50% of more of the properties they manage meet a specific “decarbonization! standard”. Checklist for HOAs, property managers, and businesses to reduce emissions and!decarbonize residential and commercial buildings.

GHG Emissions Impact	Medium - High. Depending on the amount of businesses participating, the certification program verifies the energy improvements and electrification activities of all participating businesses.
Ability to Measure Progress	High. Program participants will share their progress on an annual basis using the program checklist criteria and/or certification programs listed above.
Cost to Implement (\$/year and FTE)	Medium. \$50,000 - \$75,000 for program administration, business recruitment, event coordination, and program verification.
Anticipated Impact on Marginalized Communities	Emission reductions and decarbonization efforts from the business community will reduce vulnerabilities posed to underrepresented community members.
Opportunity to Build on Existing Programs	High. National certification programs will be available for participants. The program will incorporate and complement local policies and programs listed within this Strategic Plan and SCPW.



Community & Business Engagement & Empowerment Strategy #2 - Equitable Outcomes within Building and Community Decarbonization Efforts

Utah Clean Energy and Park City Sustainability partnered with Holy Cross Ministries, Mountainlands Community Housing Trust, and Park City Community Foundation to distribute community questionnaires and host community listening sessions during the strategy development phase of this initiative. The intentions behind issuing questionnaires and facilitating community listening sessions (held in both English & Spanish) was to increase awareness of the Strategic Plan, share available energy efficiency and electrification incentives and resources, address potential burdens to low-income and underrepresented households, and incorporate feedback from participants within our strategies regarding the challenges associated with affordable housing, unsuitable and unsafe housing conditions, energy inefficiency, and high energy costs. Community participants shared concerning anecdotes about the energy-inefficient conditions and challenges of their rentals and homes.

The feedback secured through the community engagement campaigns organized by the Community and Business Empowerment Workgroup will be communicated to local policymakers. It is critical for local policymakers to have a greater awareness of the challenges and conditions facing underserved and low-income residents and more importantly, how our strategies can help resolve high energy costs and lower standards of living for the most vulnerable residents in the local community.

About

Strategy: Equitable Outcomes with Building & Community Decarbonization Efforts.

The primary goals of this initiative include reducing environmental inequity, identifying inequities within the community, and developing a community-driven strategic plan focused on the built environment, which aims to ameliorate the inequities found within the community.

Underrepresented and low-income communities are disproportionately impacted by climate change impacts. Additionally, climate mitigation and adaptation policies and strategies are often implemented without understanding how climate change, high energy costs, and unaffordable housing negatively impacts local residents who suffer from inequalities, including communities of color.

Identifying and producing equitable outcomes as a result of our community-driven strategic plan is a top priority. Our community stakeholder sessions with underrepresented community members have exposed the unsafe, uncomfortable, and energy-intensive housing conditions in the Park City and Summit County area.

We seek to equip the Summit County and Park City communities with the necessary low-cost/no-cost efficiency measures and resources to cut energy costs and reduce greenhouse gas emissions (e.g. incentives and rebates for energy efficiency, renewable energy, and electrification). The leadership team has received over 200 responses through its online questionnaire (offered in both English and Spanish) to identify energy performance and local housing needs for residents.

Local leaders and partners hosted two virtual community workshops/listening sessions (in both English and Spanish) in April and May 2021 to solicit feedback and perspectives from underrepresented community members regarding current climate impacts, energy costs/challenges, housing, barriers to entry, and potential mitigation and adaptation solutions and actions. It is imperative to incorporate feedback and information gathered from our community outreach efforts to build better policies and programs to support affordable, energy efficient housing.

Outcome: Advance equitable outcomes and increased engagement in partnership with local underrepresented and low-income communities.

Related Strategy: Residential Rental Licensing & Energy Transparency Policy.

Strategy Leads & Outreach

Lead Implementer(s): Park City Municipal, Summit County.

Supporting Implementer(s): Park City Affordable Housing Department, Holy Cross Ministries, Mountainlands Community Housing Trust, Utah Clean Energy, Park City Community Foundation, Christian Center.

Program Resources

- [SCPW Challenge platform](#) (available in English and Spanish).!
- [Utah's Renter's Energy Efficiency Guide](#).

Potential Program Costs

\$10,000 - \$25,000 for community programming staff for partnership building, event coordination, and low-cost/no-cost home energy opportunities .

Action Steps & Timeline

- Incorporate community feedback and equitable efficiency and decarbonization opportunities/resources within affordable housing policies, specifically Retrofit strategies #2 and #3. (Q2/Q3 2021)
- Incorporate community feedback into our Strategic Action Plan and policies. (Q2 2021)
- Develop enduring partnerships with local entities and leaders representing underserved communities. (Q3/Q4 2021)

GHG Emissions Impact	Low-Medium. Under-represented community members are the most vulnerable to climate impacts while having a relatively low GHG emission footprint.
Ability to Measure Progress	Low-Medium. Sharing utility incentives and energy resources on a routine basis with community leaders. Encouraging new households to join the SCPW Challenge Platform.
Cost to Implement (\$/year and FTE)	Low-Medium. \$10,000 - \$25,000 for community programming staff to coordinate community partnership building, events, and resource distribution.
Anticipated Impact on Marginalized Communities	Building new and leveraging existing partnerships with trusted community leaders to ensure local building decarbonization strategies incorporate equitable outcomes and avoid creating inequitable burdens.
Opportunity to Build on Existing Programs	Medium. Residential Rental Licensing and Energy Transparency Policy inform renters of energy costs and hold property owners accountable for energy improvements for prospective renters.

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Community Advisory Committee Members

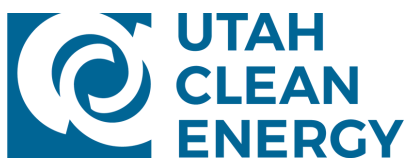
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Rocio Bautista
Alma Roldan
Mariann Madrid
Azucena Barajas
Cristian Sanchez
Teresa Almonte
Liliana Ponce De Leon
Judit Solano
Yaretzi Ponce de Leon
Mackenzie Lewis
Gigi Campbell
Christie Dilloway
Catherine Greenwald
Insa Riepen
Meg Parker
Stephanie Gyllenskog
Karen Sculley
Kirsta Albert
Brian Volmer



utahcleanenergy.org



scpwchallenge.org

Summary of Strategies:

Existing Buildings /Retrofits

Decarbonizing existing homes through energy retrofits can be complex and costly, yet the potential for cost-effective home energy retrofits is significant. The strategies outlined below are designed to increase consumer and public awareness of existing homes' energy use, cost, and carbon footprint. Access to pre-vetted and cost-effective retrofit recommendations will facilitate uptake of energy retrofits and safety upgrades.

Time-of-listing Home Energy Score- Create a program requiring time-of-listing Home Energy Scores for residential properties in Park City. Begin with a pilot program to refine the process.

This policy will make the energy consumption, energy costs, and CO₂e impacts visible to prospective home buyers. This policy creates a database that can identify energy-efficient homes and target homeowners to upgrade homes with inefficient building components or heating systems (i.e., low insulation levels, single-pane windows, or older, inefficient HVAC systems). The policy will also enable future transparency and efficiency requirements for residential rental units to ensure all community members have access to healthy, comfortable, and efficient homes.

Commercial Building Energy Transparency Ordinance- Adopt a policy requiring a Building Energy Performance Disclosure for commercial buildings in Park City.

Adopting this policy will require that commercial building owners track monthly energy use and make commercial buildings' energy consumption and utility costs visible to the building owner and tenants annually. Increased transparency will allow building owners to target beneficial efficiency retrofits and calculate the return-on-investment. This strategy creates a pathway to help our community's top emitters reduce their environmental impact and realize significant cost savings. Salt Lake City has successfully enacted a similar policy for commercial buildings.

Residential Rental Energy Transparency Policy- Adopt a policy requiring long-term rental owners to procure a license from the City every four years to meet basic safety requirements and are up to Code. As part of the licensing requirement, rentals must undergo an energy audit to ensure that appliances and the unit are in good repair. The owner must disclose utility data, average costs, and needed repairs at license renewal and upon request from tenants.

Adopting this policy will provide Park City renters with increased information about the anticipated energy costs associated with the rental unit. Single-family rentals will be subject to receiving a Home Energy Score to promote transparency on a home's energy performance and utility costs.

New Buildings

In Utah, local governments are not able to adopt mandatory building codes. As new homes and buildings are built in Park City and the larger Summit County area, there are myriad scenarios ranging from net-zero energy and carbon-free design, technologies and building methods for new buildings, to the plan trend of building to that which meets the State's minimum energy codes. Retrofitting buildings is typically much more costly than building net-zero from the start. The two strategies below provide a pathway for Park City to spur net-zero design and building practices in new construction and major retrofits.

Net-zero Building Benchmark- Implement a program to define and accelerate net-zero building in Park City.

This strategy is designed to empower local governments to spur voluntary adoption of net-zero building practices for new buildings or major retrofits. The goal is to encourage greater uptake by architects, developers, builders, and property owners such that all new construction and major retrofits would meet net-zero by 2030.

To implement this strategy the City Council would adopt a resolution recognizing net-zero building as the City's preferred benchmark, including a formal (though non-binding) goal for all new construction in Park City to achieve net-zero carbon by 2030. An important element of the Resolution is defining net-zero building requirements so that architects and developers can work available incentives into their pro forma. The net-zero building benchmark definition is a combination of New Building Institute's *Building Decarbonization Code* and the *Zero Energy Building Provisions* found in the 2021 International Energy Conservation Code (IECC). In order to maximize flexibility, other comparable, industry-recognized net-zero and electric-ready energy programs, standards, or certifications should be accepted to demonstrate compliance with the City's preference. They are:

- Meeting standards outlined in Park City Resolution 28-2017 Net Zero Energy Performance Requirements ([LINK](#))
- Zero Energy Ready Homes plus electric-ready and on/off-site renewable energy, from the U.S. Department of Energy ([LINK](#))
- Passive House certified plus electric-ready and on/off-site renewable energy, from the Passive House Institute of the U.S. ([LINK](#))
- Zero Energy Certification from International Living Future Institute ([LINK](#))
- Zero Carbon Certification from International Living Future Institute ([LINK](#))
- LEED Zero Certification plus electric-ready, from U.S. Green Building Council ([LINK](#))
- Zero Energy plus Electric-Ready Standards from Enterprise Green Communities 2020 Criteria ([LINK](#))

Net-zero Building Incentives- Provide incentives for building designers and builders to meet Park City's Net-zero Building Recommendation.

The net zero incentives could include one or more of the incentives below:

- Net Zero Building Permit Fee Waiver: Waive building permit fees for applicants who document that their project meets the Net-zero Building Benchmark.
- On-Call Energy Modeler/Energy Analyst: To provide an energy modeling consultant to builders and developers, Park City could formalize an agreement with a qualified energy modeling consultant (either as a staff member or via a retainer agreement) to provide energy analysis and energy modeling services to developers and builders without an energy modeler/analyst on staff.
- Streamline Plan Review: Streamline Park City's plan review permitting processes for buildings and developments designed to meet the Net-zero Building Benchmark.
- Net Zero Help Desk: Develop a "Net Zero Help Desk" to provide plan review and technical assistance to permit applicants seeking permits under the Net-zero Building Recommendation. In addition to answering technical questions, Net Zero Help Desk staff would 'shepherd' permit applications through City and County processes (Planning Dept. and Building Dept.), providing a concierge service to these applications due to the public benefits they provide the community.

- Other financial or recognition incentives at Council discretion

Finance

Capital is needed to finance building decarbonization projects, e.g. management of decarbonization and net-zero programs. Three financial strategies are outlined below to advance building decarbonization.

Statewide Clean Energy Fund- Develop a state-wide Clean Energy Fund to spur investment in clean energy solutions, including decarbonization and efficiency improvements to homes and buildings.

As an outcome of this project, Park City staff and community advisory committee members of the Financing Workgroup have worked with State policymakers to introduce The Utah Clean Energy Fund ([LINK](#)). House Bill 263 was held in a committee during the 2021 General Legislative Session, will be reconsidered during the 2021 Interim Session which takes place between May and December 2021 with work continuing to the 2022 General Legislative Session.

C-PACE Financing- Promote C-PACE (Commercial Property Assessed Clean Energy) to local developers.

Commercial Property Assessed Clean Energy (C-PACE) is a financing tool to promote large building efficiency, clean energy, electric vehicle infrastructure, water conservation, and seismic upgrades. C-PACE was authorized through Utah Legislation in 2013 and Park City has authorized C-PACE financing ([LINK](#)). Two sectors where C-PACE can be highly effective in the Park City area are lodging/hospitality, and multi-family housing. C-PACE financing is well-suited for larger projects generally \$1 million or larger. There are projects in Park City that are investigating C-PACE, but none currently using. Promotion of this financing tool will complement strategic actions for Existing Buildings and New Buildings.

Allocate Municipal Energy Tax/Franchise Tax Revenue to Support Decarbonization- Utilize a portion of City revenue to support decarbonization projects, including driving uptake of major energy retrofits and net-zero buildings community-wide.

Park City is positioned to implement priority building decarbonization actions, such as hiring program implementers, marketing/promotion of programs, and possibly providing direct support to income-eligible residents for certain energy-saving programs.

Community & Business Leader Engagement & Empowerment

To achieve the community goal of net-zero carbon by 2030, buy-in from local businesses and residents is paramount. A certification and recognition program can motivate businesses and residents by offering cost-effective resources and solutions. Access to tools and resources, and capturing market potential can motivate local businesses to decarbonize their buildings and operations. Recognizing, rewarding, and celebrating environmental leadership will reinforce and motivate further action.

Certification and Recognition Program for Environmental Leadership- Empower and incentivize local businesses and community organizations, e.g. builders, realtors, property managers, and homeowners associations.

The program will provide guidance and recognition for local businesses and property owners to improve the energy performance of their premises. The program builds upon Recycle Utah's Green Business program, adding two layers of rigor to drive impact on decarbonization efforts. The program also complements previously-presented strategies by adding positive public recognition for positive Home Energy Scores, commercial or multifamily buildings with high ENERGY STAR Scores, and new construction projects that achieve Net-zero Building Benchmark performance. During the summer of 2021, Park City staff, Recycle Utah, the Park City Chamber of Commerce, and several local businesses are developing criteria and tools to decarbonize their buildings and operations to earn recognition and other rewards for their leading performance. A soft launch of the program is planned, in partnership with the Chamber on October 14, 2021.

Equitable Outcomes within Building and Community Decarbonization Efforts- Identifying and producing equitable outcomes as a result of our community-driven strategic plan is a top priority. Utah Clean Energy and Park City Sustainability staff created two anonymous surveys to invite feedback on energy performance of homes, focusing on affordable homes (English survey results [LINK](#), Spanish survey results [LINK](#)). In addition, two listening sessions were organized to hear stories of energy performance behaviors and overall comfort of homes, an English language session with Mountainlands Community Housing Trust, and a Spanish language session with Holy Cross Ministries during the spring of 2021.

Attachment A- Strategic Action Plan for Building Decarbonization in Park City and Summit County 08.04.21 (draft) Full Report

Council Agenda Item Report

Meeting Date: October 7, 2021

Submitted by: Penny Frates

Submitting Department: Budget, Debt & Grants

Item Type: Staff Report

Agenda Section:

Subject:

Budget Monitoring Staff Report - August 2021

Suggested Action:

Attachments:

[Budget Monitoring Staff Report](#)

[Exhibit A: FY22 YTD Expenses - August 2021](#)

[Exhibit B: FY22 YTD Revenue - August 2021](#)

[Exhibit C: FY22 July Sales Tax](#)



Staff Communication

Subject: Monthly Sales Tax & Budget Report
Author: Budget Team
Department: Budget, Debt, & Grants
Date: October 7, 2021
Type of Item: Informational

Sales Tax for July 2021

Sales momentum continued in July up 17% from July FY20. TRT also posted positive numbers in July FY22 up 12% from July FY20.

State Compliance Monthly Budget Reporting for August 2021

The attachments within this report consist of monthly revenue and expenditure reports detailed by fund and major object type.

Notable Observations:

Expenditures

- August expenses are in line with expectations and budget
- \$3.3M overall variance vs. FY21 primarily due to increased capital spending in the Water fund and, as mentioned previously, a \$2.1M credit in the Transportation fund in FY21. This accounting entry properly accounts for previous year operating assistance where payment was received in the next fiscal year

Revenues

- Planning, Building, and Engineering fees are up \$330k over FY21
- \$507k in FY22 Special Revenues for ARPA funds
- Property Tax and Sales Tax do not appear on this report for August as these are typically booked later, after revenues have been reported and realized
- Golf revenues are up by 10%, surpassing previous record high in FY21
- Parking revenue increase vs. FY21 due to the suspension of parking fees & fines at this time last year

Attachment A: Expenditure Summary by Object and Type

Attachment B: Revenue Summary by Object and Type

Attachment C: July Sales Tax

Expenses by Object Type – 2nd Month of FY22 (Aug 2021)

Expenses by Object Type - August 2021	YTD Actuals FY 2020	YTD Actuals FY 2021	YTD Actuals FY 2022	Orig Budget FY 2022	Variance FY22 vs FY21
011 GENERAL FUND					
PERSONNEL SERVICES	3,354,587	3,121,706	3,220,050	26,421,544	98,345
MATERIALS, SUPPLIES AND SERVICES	131,023	65,562	168,388	1,090,909	102,826
UTILITIES	58,762	45,135	19,454	1,531,040	-25,681
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	383,116	463,821	656,811	4,132,177	192,989
PARTS/MAINTENANCE SUPPLIES	164,941	68,181	143,292	1,550,964	75,112
SPECIAL SERV CONTRACT/MISC CHARGES	352,641	187,047	244,540	1,035,100	57,493
CAPITAL OUTLAY	41,037	26,106	24,320	346,443	-1,787
INTERFUND TRANSFER	495,528	472,342	381,997	3,084,785	-90,345
Total 011 GENERAL FUND	4,981,635	4,449,900	4,858,852	39,192,962	408,952
012 QUINNS RECREATION COMPLEX					
PERSONNEL SERVICES	103,695	110,022	120,819	944,214	10,796
MATERIALS, SUPPLIES AND SERVICES	7,614	3,230	1,103	63,820	-2,127
UTILITIES	10,000	9,996	3,125	143,900	-6,871
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	16,178	8,974	12,629	104,410	3,654
PARTS/MAINTENANCE SUPPLIES	5,021	8,339	4,950	46,670	-3,389
SPECIAL SERV CONTRACT/MISC CHARGES	2,759	3,549	3,075	21,000	-475
CAPITAL OUTLAY				1,000	0
Total 012 QUINNS RECREATION COMPLEX	145,268	144,111	145,701	1,325,014	1,589
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND					0
MATERIALS, SUPPLIES AND SERVICES	2,800	4,155	3,643	20,000	-512
UTILITIES	345	698	223	34,300	-475
CONTRACT SVCS/CONSULTING/SOFTWARE LIC		-2,500	180	70,000	2,680
SPECIAL SERV CONTRACT/MISC CHARGES				568,000	0
INTERFUND TRANSFER	348,756	515,422	515,422	3,092,532	0
Total 023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	351,901	517,775	519,468	3,784,832	1,693

Expenses by Object Type – 2nd Month of FY22 (Aug 2021)

Expenses by Object Type - August 2021	YTD Actuals FY 2020	YTD Actuals FY 2021	YTD Actuals FY 2022	Orig Budget FY 2022	Variance FY22 vs FY21
024 MAIN STREET RDA SPECIAL REVENUE FUND					0
CONTRACT SVCS/CONSULTING/SOFTWARE LIC				50,000	0
SPECIAL SERV CONTRACT/MISC CHARGES				405,000	0
INTERFUND TRANSFER	115,000	116,666	116,666	700,000	0
Total 024 MAIN STREET RDA SPECIAL REVENUE FUND	115,000	116,666	116,666	1,155,000	0
031 CAPITAL IMPROVEMENT FUND					0
CAPITAL OUTLAY	1,363,686	725,512	577,478	16,556,629	-148,034
INTERFUND TRANSFER	957,520	596,720	695,772	4,174,626	99,052
Total 031 CAPITAL IMPROVEMENT FUND	2,321,206	1,322,232	1,273,250	20,731,255	-48,982
033 REDEVELOPMENT AGENCY-LOWER PRK					0
CAPITAL OUTLAY	-7,413	2,103		255,000	-2,103
INTERFUND TRANSFER	117,786	463,806	464,598	2,787,590	792
Total 033 REDEVELOPMENT AGENCY-LOWER PRK	110,373	465,909	464,598	3,042,590	-1,311
034 REDEVELOPMENT AGENCY-MAIN ST					0
CAPITAL OUTLAY				30,000	0
Total 034 REDEVELOPMENT AGENCY-MAIN ST				30,000	0
038 EQUIPMENT REPLACEMENT CIP					0
CAPITAL OUTLAY	94,835	23,295	59,793	1,585,600	36,498
Total 038 EQUIPMENT REPLACEMENT CIP	94,835	23,295	59,793	1,585,600	36,498
051 WATER FUND					0
PERSONNEL SERVICES	461,822	432,427	439,358	3,709,472	6,931
MATERIALS, SUPPLIES AND SERVICES	35,232	54,926	48,157	343,896	-6,769
UTILITIES	90,940	78,062	7,788	1,208,900	-70,273
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	170,453	193,450	149,259	1,383,542	-44,191
PARTS/MAINTENANCE SUPPLIES	160,269	108,195	157,203	1,060,905	49,008
SPECIAL SERV CONTRACT/MISC CHARGES	12,748	16,714	23,798	112,000	7,083
CAPITAL OUTLAY	1,795,574	2,439,065	3,722,114	37,422,575	1,283,049

Expenses by Object Type – 2nd Month of FY22 (Aug 2021)

Expenses by Object Type - August 2021	YTD Actuals FY 2020	YTD Actuals FY 2021	YTD Actuals FY 2022	Orig Budget FY 2022	Variance FY22 vs FY21
DEBT SERVICE	80,795	-26,143	-20,666	5,577,420	5,477
INTERFUND TRANSFER	175,250	176,346	182,072	1,807,429	5,726
Total 051 WATER FUND	2,983,082	3,473,042	4,709,082	52,626,139	1,236,040
052 STORM WATER FUND					0
PERSONNEL SERVICES	128,945	98,791	89,696	668,062	-9,095
MATERIALS, SUPPLIES AND SERVICES	2,735	4,424	2,838	63,000	-1,586
UTILITIES	1,336	190	2,255	37,413	2,064
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	13,612	7,143	10,765	149,625	3,622
PARTS/MAINTENANCE SUPPLIES	6,246		4,301	41,406	4,301
CAPITAL OUTLAY				1,121,500	0
INTERFUND TRANSFER	18,834	21,238	22,576	135,448	1,338
Total 052 STORM WATER FUND	171,708	131,786	132,431	2,216,454	645
055 GOLF COURSE FUND					0
PERSONNEL SERVICES	165,319	157,897	167,762	915,363	9,866
MATERIALS, SUPPLIES AND SERVICES	11,869	5,648	9,609	67,700	3,962
UTILITIES	4,831	4,666	182	66,300	-4,484
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	18,212	9,998	24,170	90,575	14,172
PARTS/MAINTENANCE SUPPLIES	67,527	47,269	58,916	255,800	11,647
SPECIAL SERV CONTRACT/MISC CHARGES	11,765	13,172	16,248	37,500	3,077
CAPITAL OUTLAY	9,335	-129		114,565	129
INTERFUND TRANSFER	23,516	22,484	23,730	142,377	1,246
Total 055 GOLF COURSE FUND	312,374	261,004	300,617	1,690,180	39,614
057 TRANSPORTATION & PARKING FUND					0
PERSONNEL SERVICES	1,299,992	1,024,621	937,179	7,241,515	-87,442
MATERIALS, SUPPLIES AND SERVICES	25,250	35,940	42,333	273,922	6,393
UTILITIES	33,352	23,557	4,189	369,700	-19,368
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	62,494	102,452	62,026	1,232,150	-40,425

Expenses by Object Type – 2nd Month of FY22 (Aug 2021)

Expenses by Object Type - August 2021	YTD Actuals FY 2020	YTD Actuals FY 2021	YTD Actuals FY 2022	Orig Budget FY 2022	Variance FY22 vs FY21
PARTS/MAINTENANCE SUPPLIES		2,412	2,361	20,000	-51
SPECIAL SERV CONTRACT/MISC CHARGES	507	320	651	16,500	330
CAPITAL OUTLAY	91,163	-2,071,621	164,963	19,186,993	2,236,583
INTERFUND TRANSFER	571,002	555,752	551,084	3,306,502	-4,668
Total 057 TRANSPORTATION & PARKING FUND	2,083,760	-326,567	1,764,785	31,647,282	2,091,353
058 PARKING FUND					0
PERSONNEL SERVICES	129,704	108,133	100,607	886,149	-7,526
MATERIALS, SUPPLIES AND SERVICES	21,559	3,479	36,674	430,500	33,195
UTILITIES	371		298	9,000	298
CONTRACT SVCS/CONSULTING/SOFTWARE LIC		-40,000	168	148,000	40,168
PARTS/MAINTENANCE SUPPLIES	147	6,751	298	54,000	-6,453
SPECIAL SERV CONTRACT/MISC CHARGES	25,038	611	26,751	65,000	26,140
CAPITAL OUTLAY				125,000	0
INTERFUND TRANSFER	1,000	1,334	2,750	16,500	1,416
Total 058 PARKING FUND	177,819	80,308	167,546	1,734,149	87,238
062 FLEET SERVICES FUND					0
PERSONNEL SERVICES	143,306	132,913	138,352	1,018,016	5,438
MATERIALS, SUPPLIES AND SERVICES	8,031	5,749	6,494	77,355	745
UTILITIES	162,213	55,106	121,798	1,001,800	66,692
CONTRACT SVCS/CONSULTING/SOFTWARE LIC			453	3,800	453
PARTS/MAINTENANCE SUPPLIES	98,723	121,169	50,692	770,200	-70,477
Total 062 FLEET SERVICES FUND	412,274	314,937	317,788	2,871,171	2,851
064 SELF INSURANCE FUND					0
MATERIALS, SUPPLIES AND SERVICES	2,233		700	50,500	700
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	76,633	44,263	61,623	536,000	17,359

Expenses by Object Type – 2nd Month of FY22 (Aug 2021)

	YTD Actuals FY 2020	YTD Actuals FY 2021	YTD Actuals FY 2022	Orig Budget FY 2022	Variance FY22 vs FY21
Expenses by Object Type - August 2021					
SPECIAL SERV CONTRACT/MISC CHARGES	26,455	25,715	34,099	860,000	8,384
Total 064 SELF INSURANCE FUND	105,322	69,978	96,422	1,446,500	26,444
070 SALES TAX REV BOND - DEBT SVS FUND					0
DEBT SERVICE	2,100			6,972,216	0
Total 070 SALES TAX REV BOND - DEBT SVS FUND	2,100			6,972,216	0
071 DEBT SERVICE FUND					0
DEBT SERVICE	1,357,496	1,462,750	1,358,250	9,509,688	-104,500
Total 071 DEBT SERVICE FUND	1,357,496	1,462,750	1,358,250	9,509,688	-104,500
TOTAL	15,726,151	12,507,125	16,285,249	181,561,033	3,778,124

Revenues by Object Type - August 2021	YTD Actuals FY 2020	YTD Actuals FY 2021	YTD Actuals FY 2022	Ori Budget FY 2022	Variance FY21 vs FY22
011 GENERAL FUND					0
Property Taxes				12,392,328	0
Sales Tax				13,333,686	0
Franchise Tax	121,664	124,751	116,477	3,261,596	-8,274
Licenses	13,772	12,717	27,616	484,692	14,899
Planning Building & Engineering Fees	1,434,920	759,932	1,090,469	3,565,757	330,536
Special Event Fees	7,831	120	8,000	115,681	7,880
Federal Revenue				54,318	0
State Revenue				76,471	0
County/SP District Revenue				24,515	0
Cemetery Charges for Services	6,648	3,256	2,589	80,182	-667
Recreation	387,006	403,421	476,558	1,936,634	73,138
Other Service Revenue	7,223	3,839	5,434	56,768	1,595
Misc. Revenues	130,449	70,395	28,775	235,330	-41,619
Interfund Transactions (Admin)	334,974	334,974	372,550	2,950,291	37,576
Special Revenues & Resources	19,109		515,283	6,000	515,283
Total 011 GENERAL FUND	2,463,596	1,713,404	2,643,751	38,574,249	930,346
012 QUINNS RECREATION COMPLEX					0
Recreation	486	230	143	4,957	-88
Ice	132,858	68,203	71,687	907,421	3,484
Misc. Revenues	6	-54	90	1,250	144
Total 012 QUINNS RECREATION COMPLEX	133,350	68,379	71,919	913,628	3,540
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND					0
Property Taxes				4,252,000	0
Total 023 LOWER PARK AVE RDA SPECIAL REVENUE FUND				4,252,000	-
024 MAIN STREET RDA SPECIAL REVENUE FUND					0
Property Taxes				1,276,319	0
Total 024 MAIN STREET RDA SPECIAL REVENUE FUND				1,276,319	-
031 CAPITAL IMPROVEMENT FUND					0

Revenues by Object Type - August 2021	YTD Actuals FY 2020	YTD Actuals FY 2021	YTD Actuals FY 2022	Ori Budget FY 2022	Variance FY21 vs FY22
Sales Tax				10,966,320	0
Planning Building & Engineering Fees	183,337	93,614	106,472	407,471	12,858
Federal Revenue				28,620	0
State Revenue			3,139	364,106	3,139
County/SP District Revenue	914,637			449,628	0
Transit Charges for Services				3,500,000	0
Misc. Revenues	35,673	580,571	8,648	14,867,587	-571,923
Special Revenues & Resources	1,121	731	1,682	396,901	952
Bond Proceeds				9,000,000	0
Total 031 CAPITAL IMPROVEMENT FUND	1,134,767	674,916	119,941	39,980,633	(554,975)
033 REDEVELOPMENT AGENCY-LOWER PRK					0
Interfund Transactions (CIP/Debt)	348,756	515,422	515,422	3,092,532	0
Total 033 REDEVELOPMENT AGENCY-LOWER PRK	348,756	515,422	515,422	3,092,532	-
034 REDEVELOPMENT AGENCY-MAIN ST					0
Interfund Transactions (CIP/Debt)	115,000	116,666	116,666	700,000	0
Total 034 REDEVELOPMENT AGENCY-MAIN ST	115,000	116,666	116,666	700,000	-
038 EQUIPMENT REPLACEMENT CIP					0
Interfund Transactions (CIP/Debt)	214,266	219,266	-264,266	1,585,600	-483,532
Total 038 EQUIPMENT REPLACEMENT CIP	214,266	219,266	(264,266)	1,585,600	(483,532)
051 WATER FUND					0
Planning Building & Engineering Fees	628,087	280,872	366,422	1,183,938	85,550
Federal Revenue				456,274	0
Water Charges for Services	2,202,755	2,464,510	2,691,505	19,819,145	226,995
Misc. Revenues	21,601	61,118	7,287	203,002	-53,831
Bond Proceeds				31,190,000	0
Total 051 WATER FUND	2,852,443	2,806,500	3,065,214	52,852,359	258,714
052 STORM WATER FUND					0
Water Charges for Services	135,432	69,783	145,665	2,000,000	75,883
Total 052 STORM WATER FUND	135,432	69,783	145,665	2,000,000	75,883

Revenues by Object Type - August 2021	YTD Actuals FY 2020	YTD Actuals FY 2021	YTD Actuals FY 2022	Ori Budget FY 2022	Variance FY21 vs FY22
055 GOLF COURSE FUND					0
Recreation	732,836	798,002	878,161	1,325,426	80,160
Misc. Revenues	-55	25	18	37,824	-8
Interfund Transactions (CIP/Debt)	4,166	4,166	4,166	25,000	0
Total 055 GOLF COURSE FUND	736,947	802,193	882,345	1,388,250	80,152
057 TRANSPORTATION & PARKING FUND					0
Sales Tax				8,026,719	0
Licenses	12,435	14,858	41,426	953,297	26,568
Federal Revenue				20,099,700	0
Transit Charges for Services	1,164	627,078	1,100	2,580,819	-625,978
Misc. Revenues	16,664	16,855	13,155	287,265	-3,700
Special Revenues & Resources				289,087	0
Total 057 TRANSPORTATION & PARKING FUND	30,264	658,791	55,681	32,236,887	(603,110)
058 PARKING FUND					0
Fines & Forfeitures	547,738	14,952	587,199	2,603,364	572,248
Total 058 PARKING FUND	547,738	14,952	587,199	2,603,364	572,248
062 FLEET SERVICES FUND					
Interfund Transactions (Admin)	491,500	454,166	396,800	2,348,700	-57,366
Total 062 FLEET SERVICES FUND	491,500	454,166	396,800	2,348,700	(57,366)
064 SELF INSURANCE FUND					0
Misc. Revenues	45,834	45,834	45,834	275,000	0
Interfund Transactions (Admin)	213,144	233,174	263,910	1,583,450	30,736
Total 064 SELF INSURANCE FUND	258,978	279,008	309,744	1,858,450	30,736
070 SALES TAX REV BOND - DEBT SVS FUND					0
Interfund Transactions (CIP/Debt)	1,209,474	1,234,988	1,160,370	6,962,216	-74,618
Total 070 SALES TAX REV BOND - DEBT SVS FUND	1,209,474	1,234,988	1,160,370	6,962,216	(74,618)

Revenues by Object Type - August 2021	YTD Actuals FY 2020	YTD Actuals FY 2021	YTD Actuals FY 2022	Ori Budget FY 2022	Variance FY21 vs FY22
071 DEBT SERVICE FUND					0
Property Taxes				9,509,688	0
Misc. Revenues	648	135	66	39,366	-70
Total 071 DEBT SERVICE FUND	648	135	66	9,549,054	(70)
TOTAL	10,673,157	9,628,569	9,806,517	202,174,241	177,948

July 2021 Sales Tax Update



Citywide

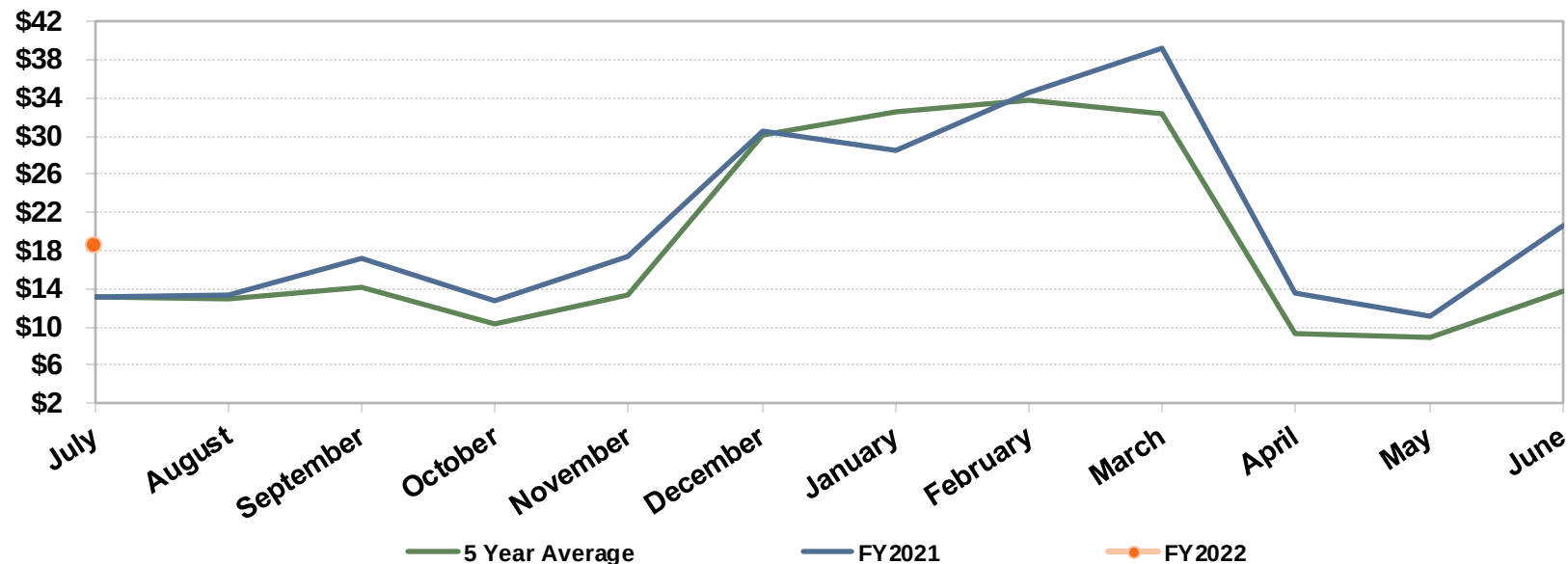
PARK CITY

1884

72

Sales Tax Revenues through July

x 100000



*Does not Include TRT or Transit Tax

- July FY22 up 39% from previous July FY21, July FY22 up 17% from July FY20
- TRT July FY22 up 76% vs. July FY21, TRT July FY22 up 12% from July FY20



General Fund

Sales Tax Summary – General Fund

General Fund - Sales Tax Summary - Monthly					
Month	FY19 Actual	FY20 Actual	FY21 Actual	FY22 Original Budget	FY22 Actual
July	\$812,668	\$890,546	\$767,523	\$664,517	\$1,048,164
August	\$730,497	\$839,320	\$777,490	\$893,477	
September	\$754,343	\$912,173	\$991,597	\$896,914	
October	\$533,991	\$715,887	\$735,086	\$740,255	
November	\$805,462	\$820,365	\$995,487	\$685,164	
December	\$1,644,270	\$1,877,541	\$1,709,314	\$1,593,658	
January	\$1,915,943	\$2,167,578	\$1,587,251	\$1,593,658	
February	\$1,795,614	\$1,936,051	\$1,915,684	\$1,761,076	
March	\$2,160,171	\$1,318,256	\$2,175,525	\$2,124,877	
April	\$509,306	\$374,250	\$792,267	\$810,883	
May	\$591,398	\$439,622	\$741,893	\$688,812	
June	\$771,332	\$603,136	\$1,186,675	\$880,395	
Total	\$13,024,993	\$12,894,725	\$14,375,792	\$13,333,686	

Sales Tax Summary – General Fund

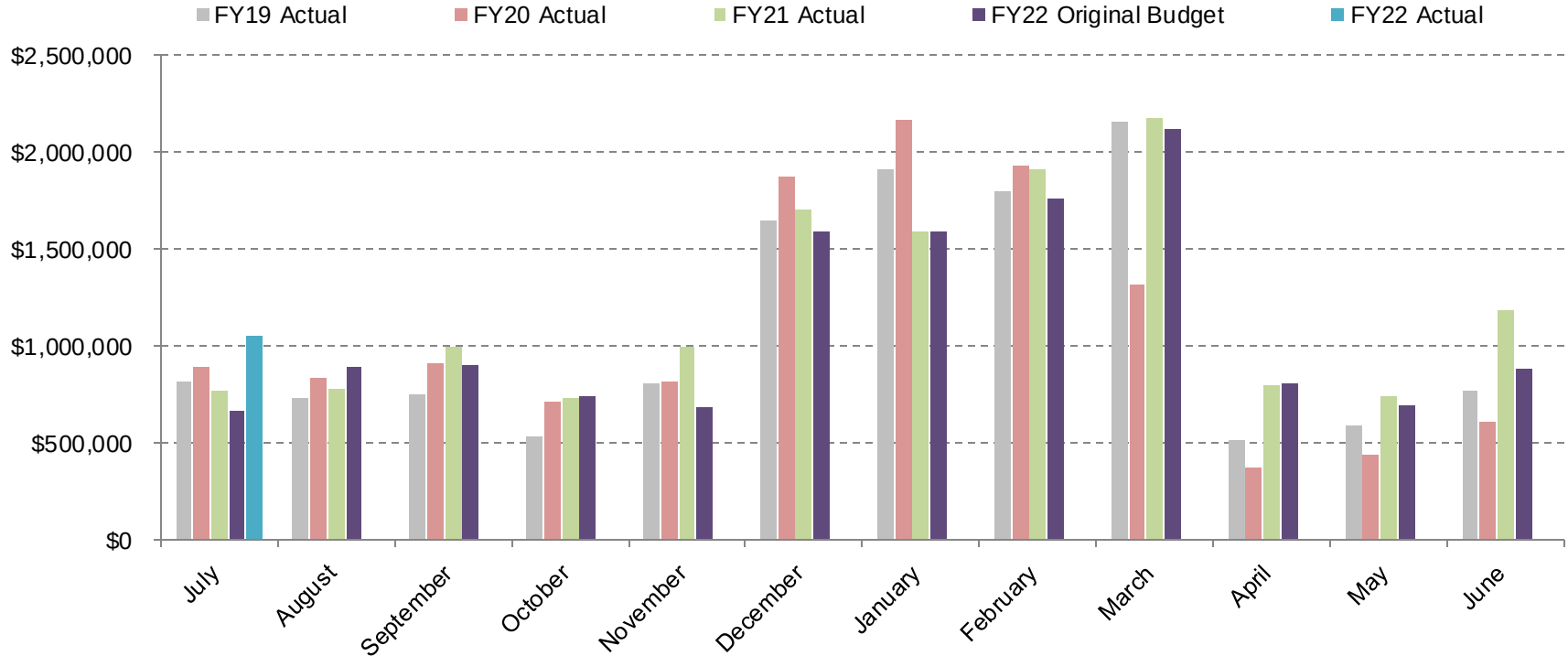
General Fund - Sales Tax Summary - \$ Change					
Month	FY20 Actual vs. FY19 Actual	FY21 Actual vs. FY20 Actual	FY22 Actual vs. FY20 Actual	FY22 Actual vs. FY21 Actual	FY22 Actual vs. FY22 Budget
July	\$77,879	(\$123,023)	\$157,618	\$280,641	\$383,647
August	\$108,823	(\$61,829)			
September	\$157,830	\$79,424			
October	\$181,897	\$19,198			
November	\$14,903	\$175,122			
December	\$233,271	(\$168,227)			
January	\$251,635	(\$580,327)			
February	\$140,438	(\$20,367)			
March	(\$841,914)	\$857,269			
April	(\$135,056)	\$418,017			
May	(\$151,776)	\$302,271			
June	(\$168,196)	\$583,539			
Total	(\$130,267)	\$1,481,067	\$157,618	\$280,641	\$383,647

General Fund - Sales Tax Summary - % Change					
Month	FY20 Actual vs. FY19 Actual	FY21 Actual vs. FY20 Actual	FY22 Actual vs. FY20 Actual	FY22 Actual vs. FY21 Actual	FY22 Actual vs. FY22 Budget
July	10%	-14%	18%	37%	58%
August	15%	-7%			
September	21%	9%			
October	34%	3%			
November	2%	21%			
December	14%	-9%			
January	13%	-27%			
February	8%	-1%			
March	-39%	65%			
April	-27%	112%			
May	-26%	69%			
June	-22%	97%			
Total	-1%	11%			

Source: Park City Municipal Corporation. As of September 27, 2021.

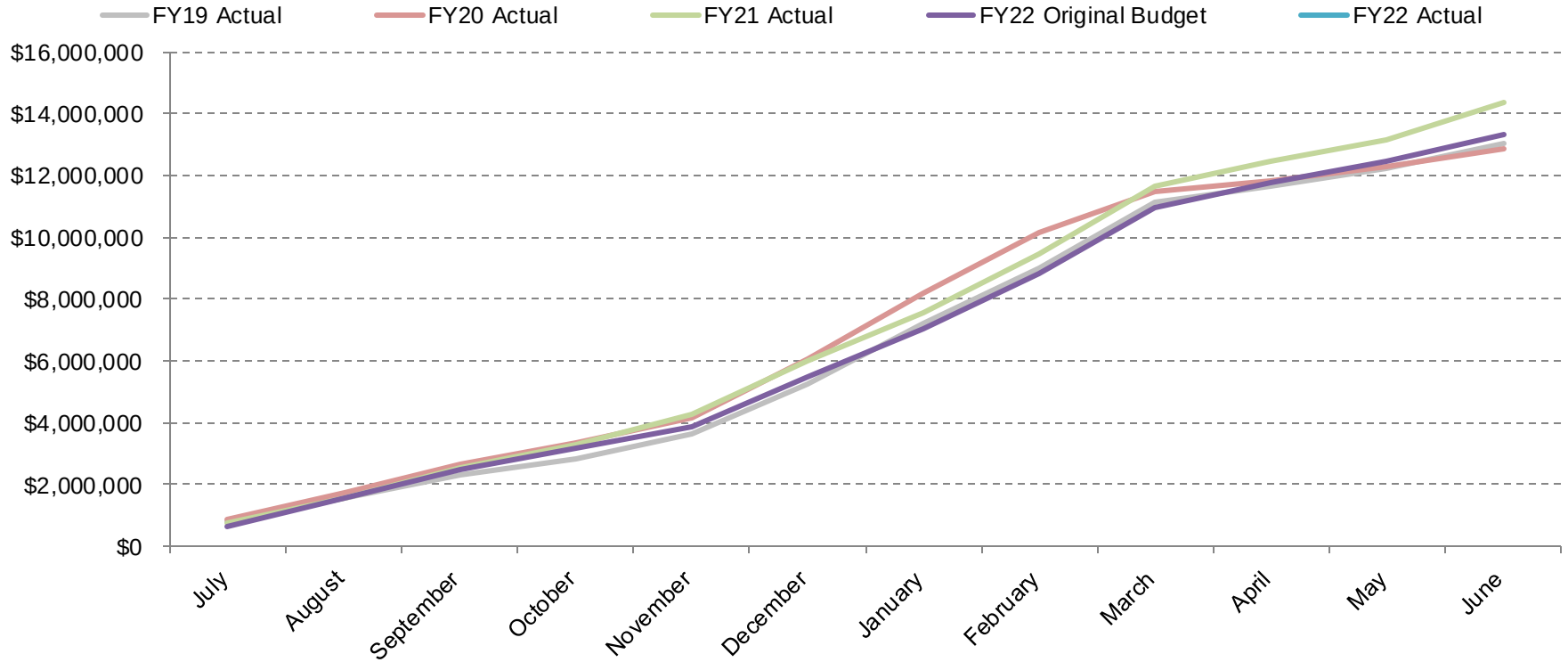
Sales Tax Summary – General Fund

General Fund Historical Sales Tax Revenues & Budgets Over Time by Month



Sales Tax Summary – General Fund

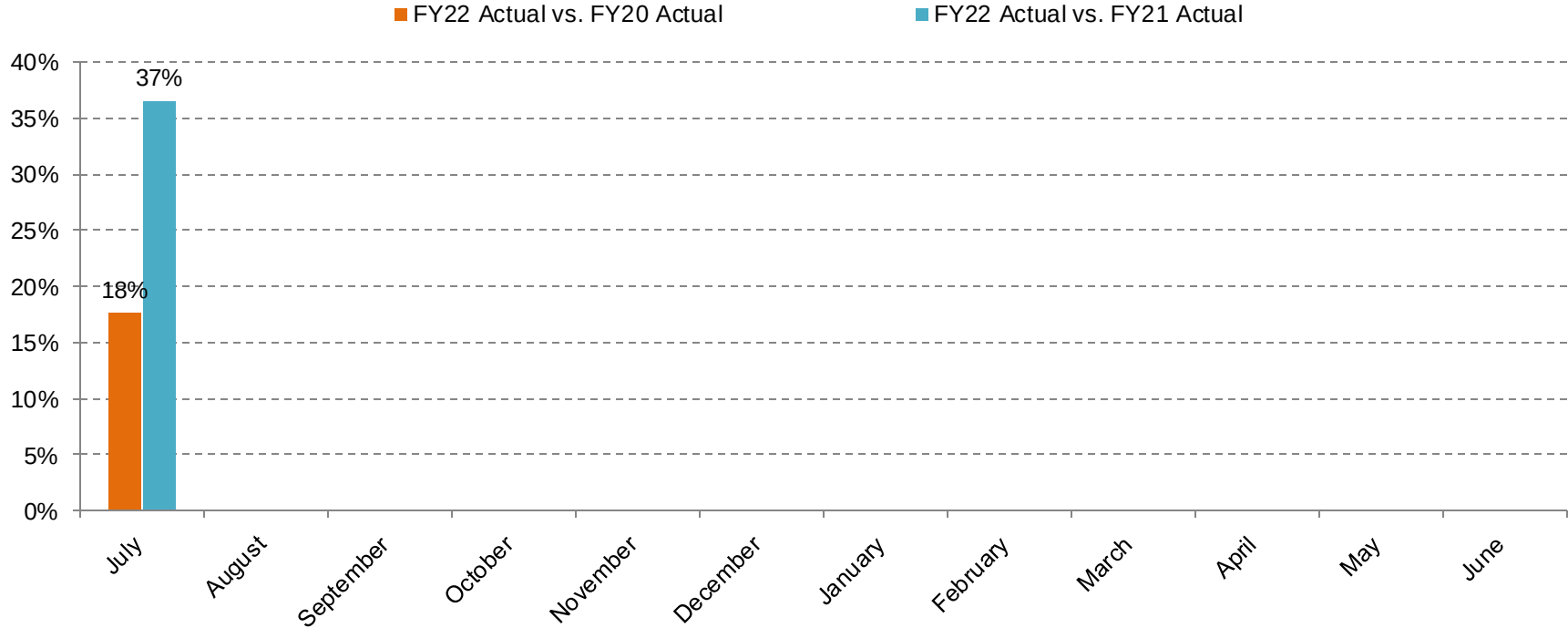
General Fund - FY21 Cumulative Annual Sales Tax Revenues Through Different Lenses



Source: Park City Municipal Corporation. As of September 27, 2021.

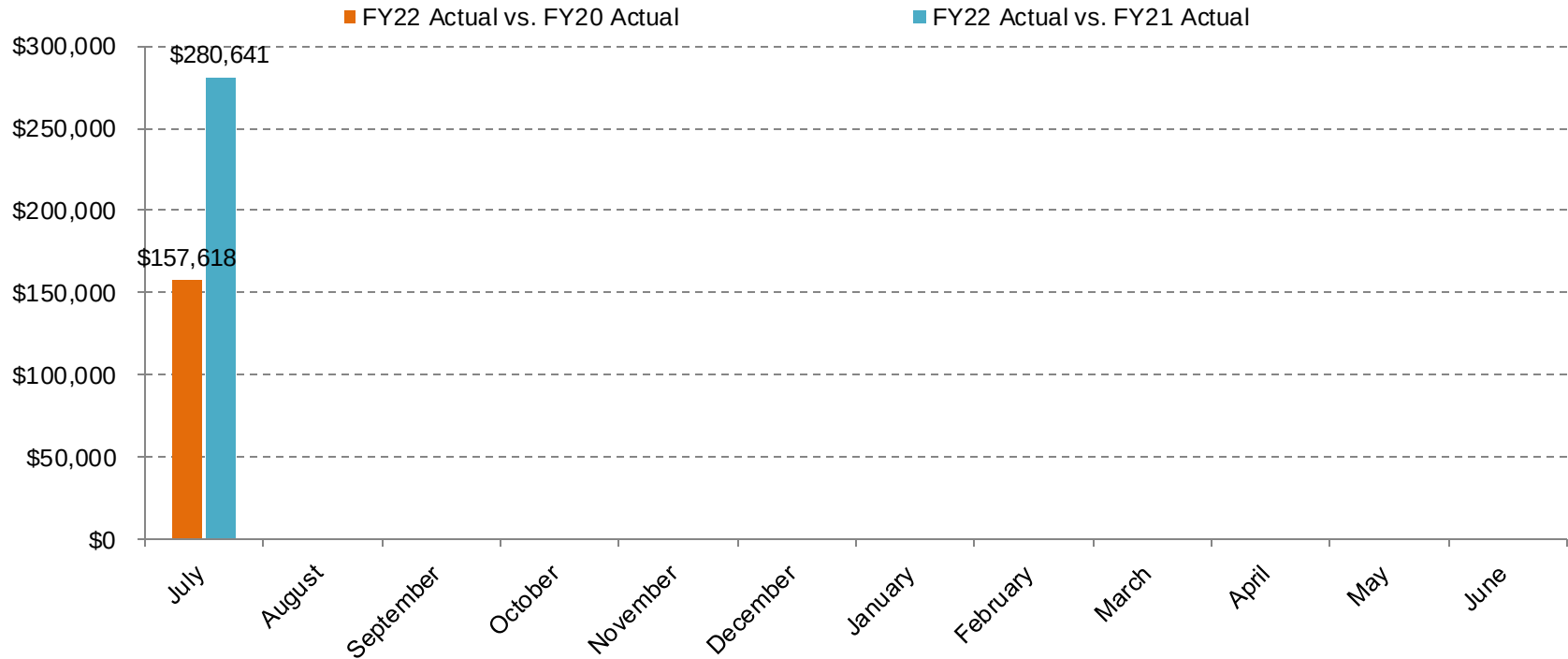
Sales Tax Summary – General Fund

General Fund FY21 Sales Tax % Change from Previous Fiscal Years



Sales Tax Summary – General Fund

General Fund \$ Change from Previous Fiscal Years





Capital Fund

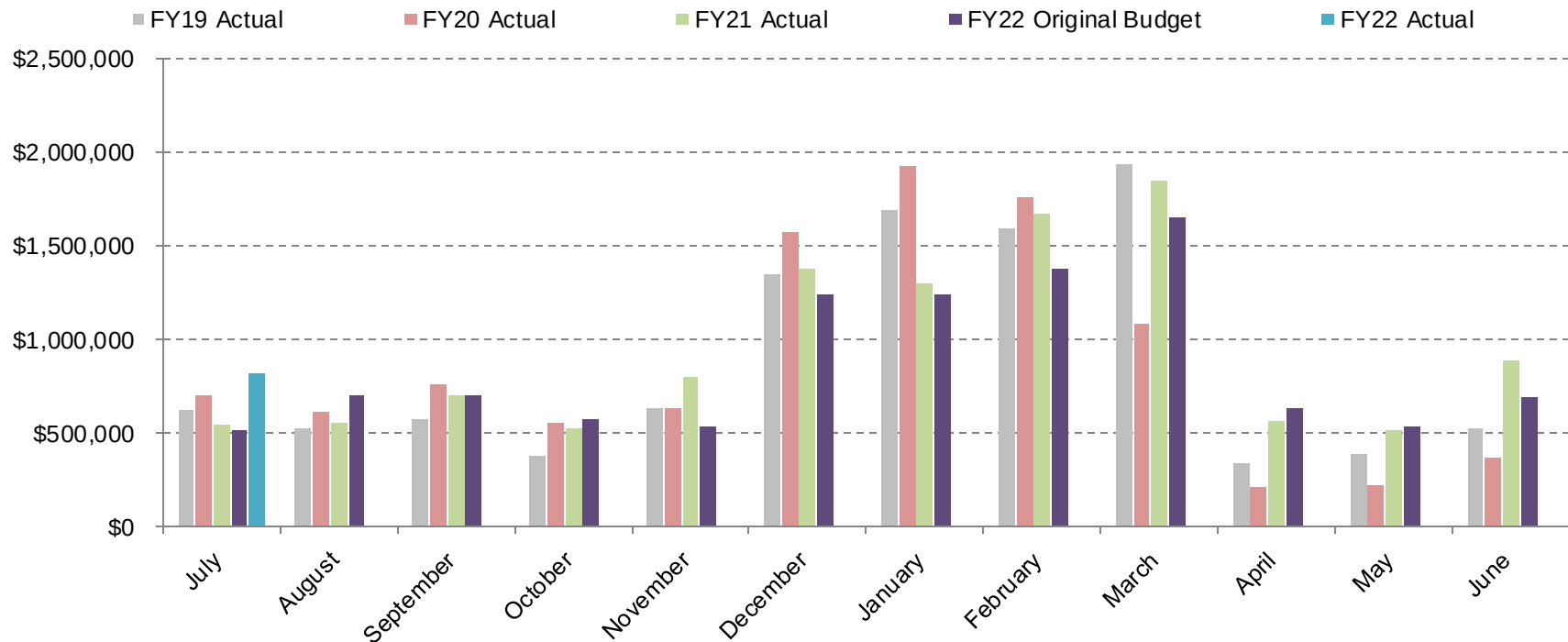
Sales Tax Summary – Capital Fund

Capital Fund - Sales Tax Summary - Monthly					
Month	FY19 Actual	FY20 Actual	FY21 Actual	FY22 Original Budget	FY22 Actual
July	\$627,203	\$704,479	\$548,052	\$518,076	\$815,753
August	\$529,229	\$616,238	\$555,028	\$696,578	
September	\$577,009	\$759,286	\$699,815	\$699,259	
October	\$378,251	\$555,393	\$527,415	\$577,123	
November	\$635,932	\$629,796	\$794,579	\$534,173	
December	\$1,344,356	\$1,570,492	\$1,374,419	\$1,242,459	
January	\$1,693,495	\$1,923,089	\$1,303,836	\$1,242,459	
February	\$1,596,315	\$1,765,073	\$1,670,788	\$1,372,983	
March	\$1,938,349	\$1,087,888	\$1,853,291	\$1,656,611	
April	\$340,118	\$206,191	\$561,427	\$632,187	
May	\$390,732	\$218,762	\$509,828	\$537,017	
June	\$528,340	\$369,764	\$891,881	\$686,380	
Total	\$10,579,328	\$10,406,450	\$11,290,359	\$10,395,302	

Sales Tax Summary – Capital Fund

Capital Fund

Historical Sales Tax Revenues & Budgets Over Time by Month

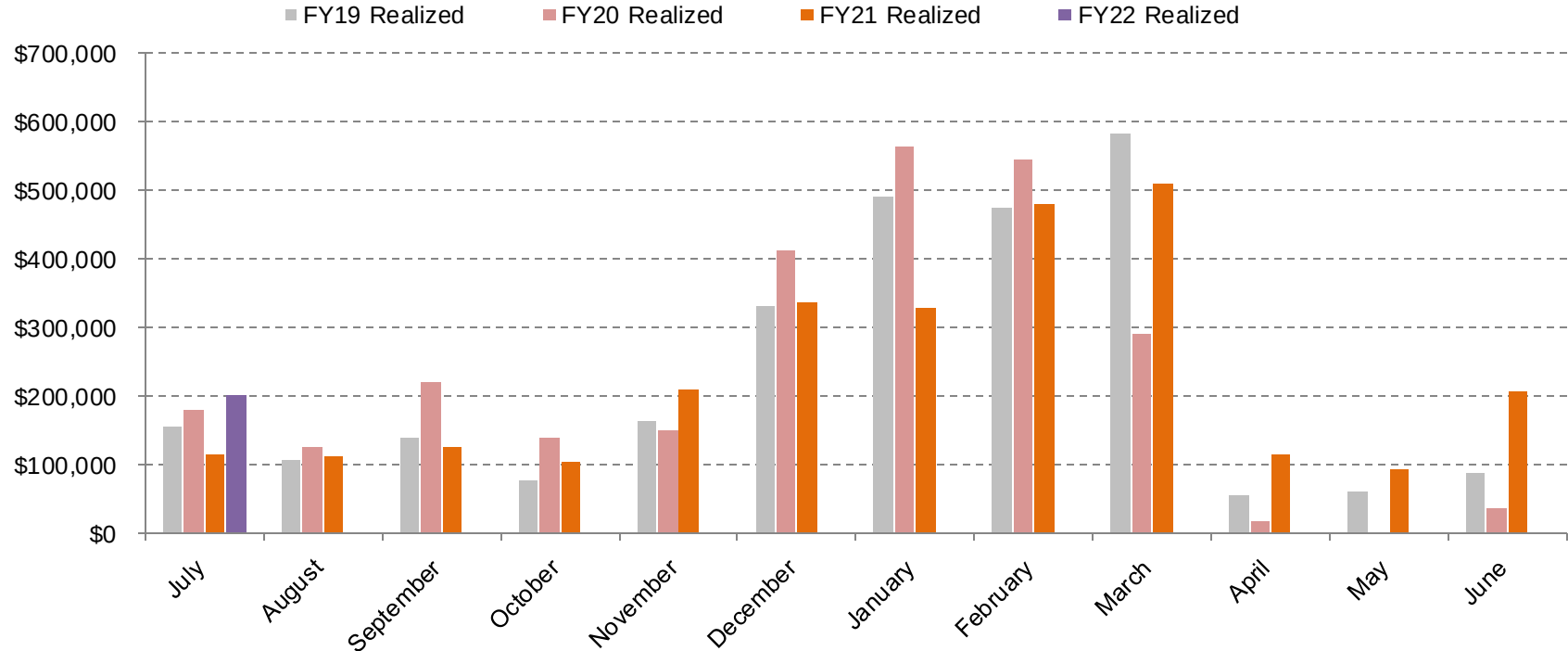


Sales Tax Summary – Transient Room Tax

Transient Room Tax						
Monthly	FY19 Realized	FY20 Realized	FY21 Realized	FY22 Realized	FY22 vs. FY21, \$ Variance	FY22 vs. FY21, % Variance
July	\$155,919	\$180,669	\$114,918	\$201,780	\$86,862	76%
August	\$108,460	\$125,677	\$112,872			
September	\$140,971	\$221,639	\$125,348			
October	\$78,769	\$139,424	\$104,921			
November	\$163,248	\$150,563	\$210,795			
December	\$332,107	\$412,832	\$336,374			
January	\$490,668	\$565,442	\$328,467			
February	\$475,570	\$546,738	\$479,315			
March	\$582,847	\$292,669	\$509,063			
April	\$55,730	\$17,479	\$116,391			
May	\$60,892	\$3,114	\$94,854			
June	\$87,903	\$36,423	\$208,432			
Total	\$2,733,084	\$2,692,669	\$2,741,751			

Sales Tax Summary – Transient Room Tax

Transient Room Tax Historical Revenues Over Time by Month

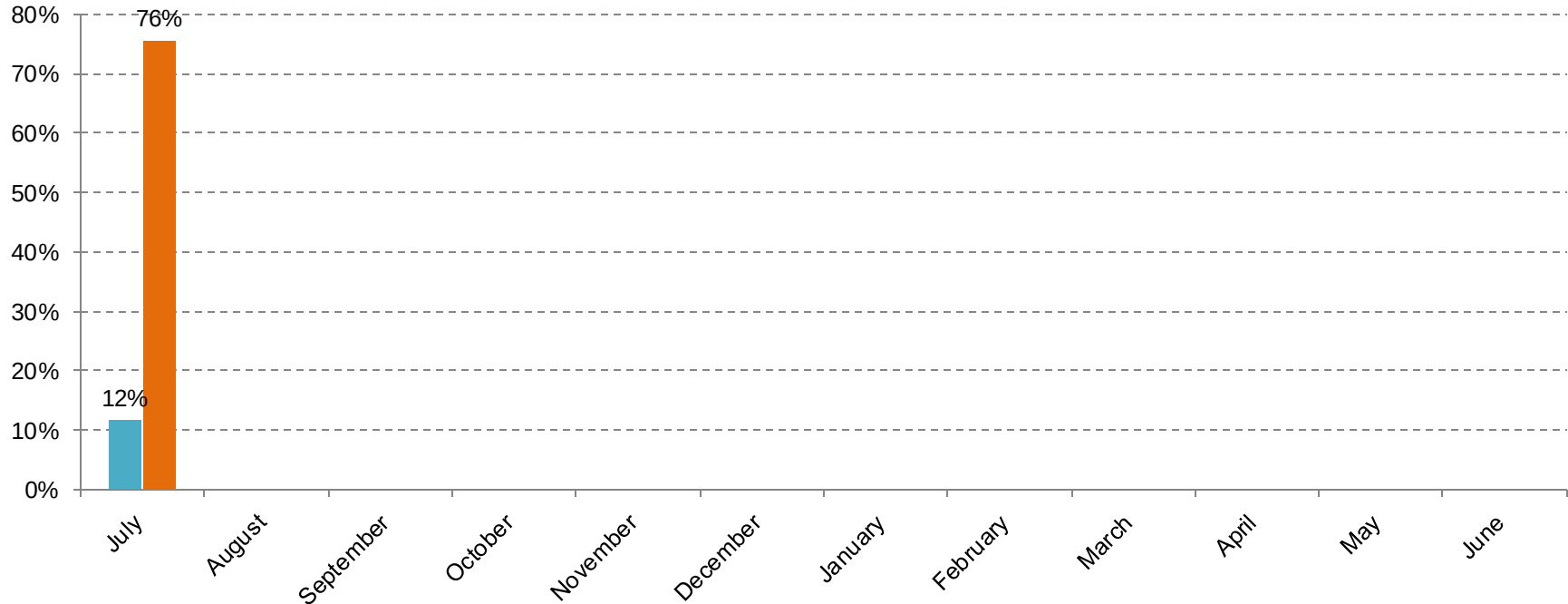


Sales Tax Summary – Transient Room Tax

Transient Room Tax % Change from Previous Fiscal Years

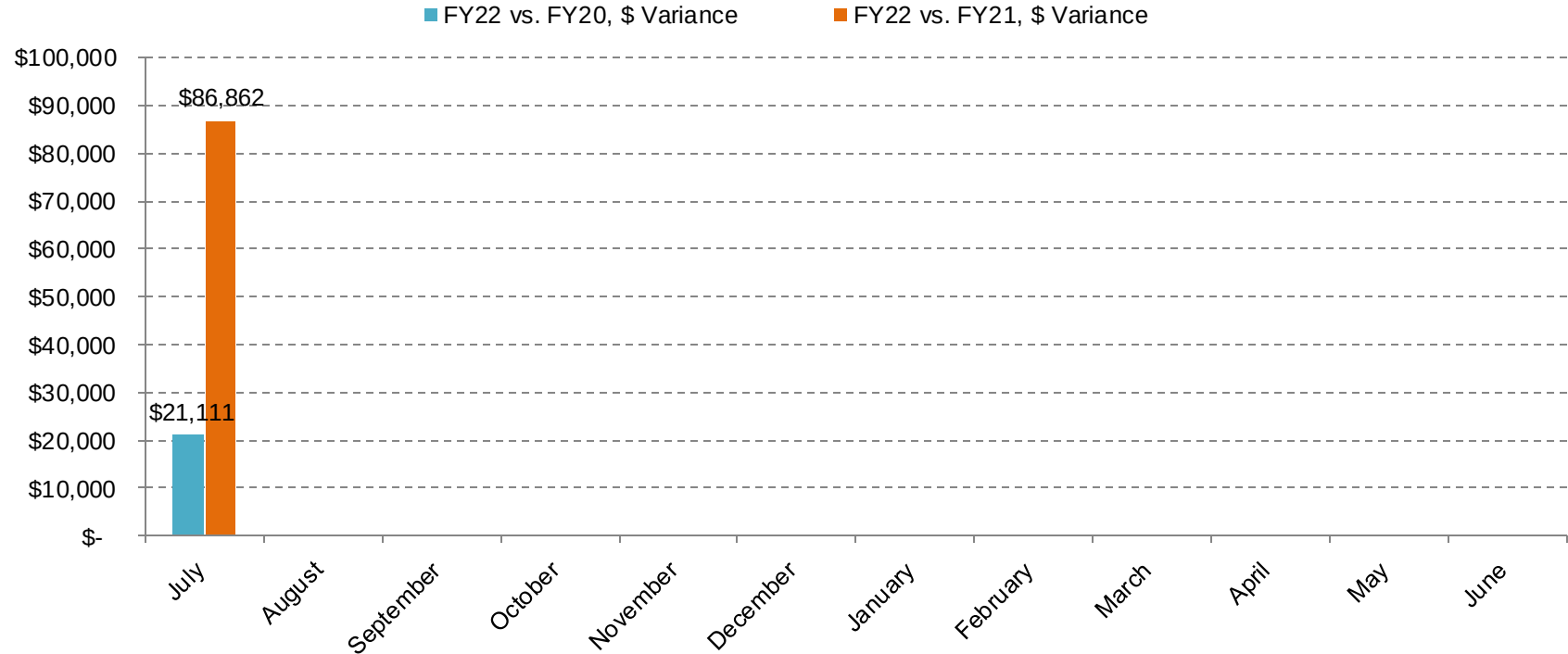
FY22 vs. FY20, % Variance

FY22 vs. FY21, % Variance



Sales Tax Summary – Transient Room Tax

Transient Room Tax \$ Change from Previous Fiscal Years





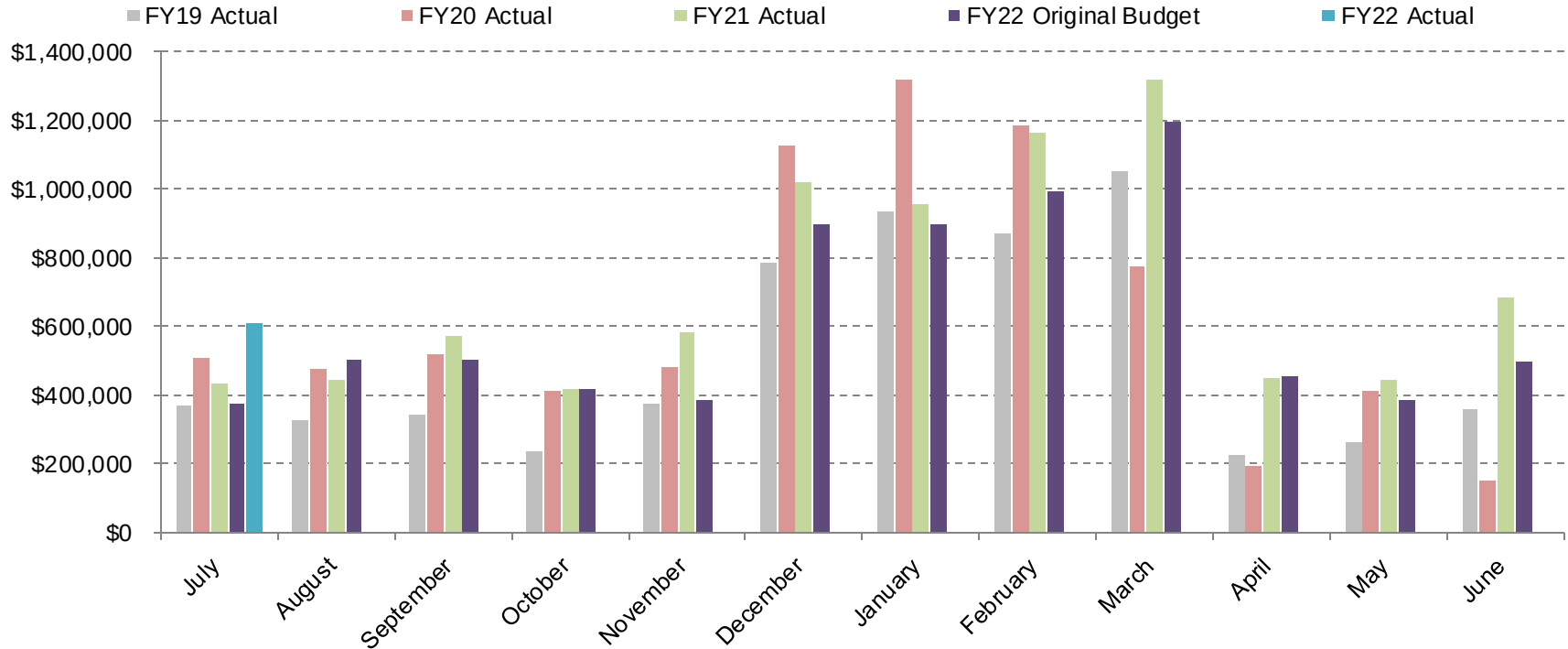
Transportation Fund

Sales Tax Summary – Transportation Fund

Transportation Fund - Sales Tax Summary - Monthly					
Month	FY19 Actual	FY20 Actual	FY21 Actual	FY22 Original Budget	FY22 Actual
July	\$370,330	\$507,735	\$431,048	\$374,274	\$609,120
August	\$328,650	\$476,867	\$441,580	\$503,230	
September	\$340,448	\$517,995	\$570,321	\$505,166	
October	\$234,717	\$409,895	\$419,670	\$416,932	
November	\$372,095	\$480,163	\$583,067	\$385,903	
December	\$785,302	\$1,129,662	\$1,019,746	\$897,591	
January	\$933,912	\$1,319,546	\$955,215	\$897,591	
February	\$869,901	\$1,187,380	\$1,164,026	\$991,886	
March	\$1,052,427	\$775,863	\$1,318,620	\$1,196,788	
April	\$222,826	\$194,288	\$446,860	\$456,711	
May	\$260,629	\$412,635	\$441,820	\$387,958	
June	\$357,095	\$148,275	\$685,475	\$495,862	
Total	\$6,128,331	\$7,560,305	\$8,477,449	\$7,509,890	

Sales Tax Summary – Transportation Fund

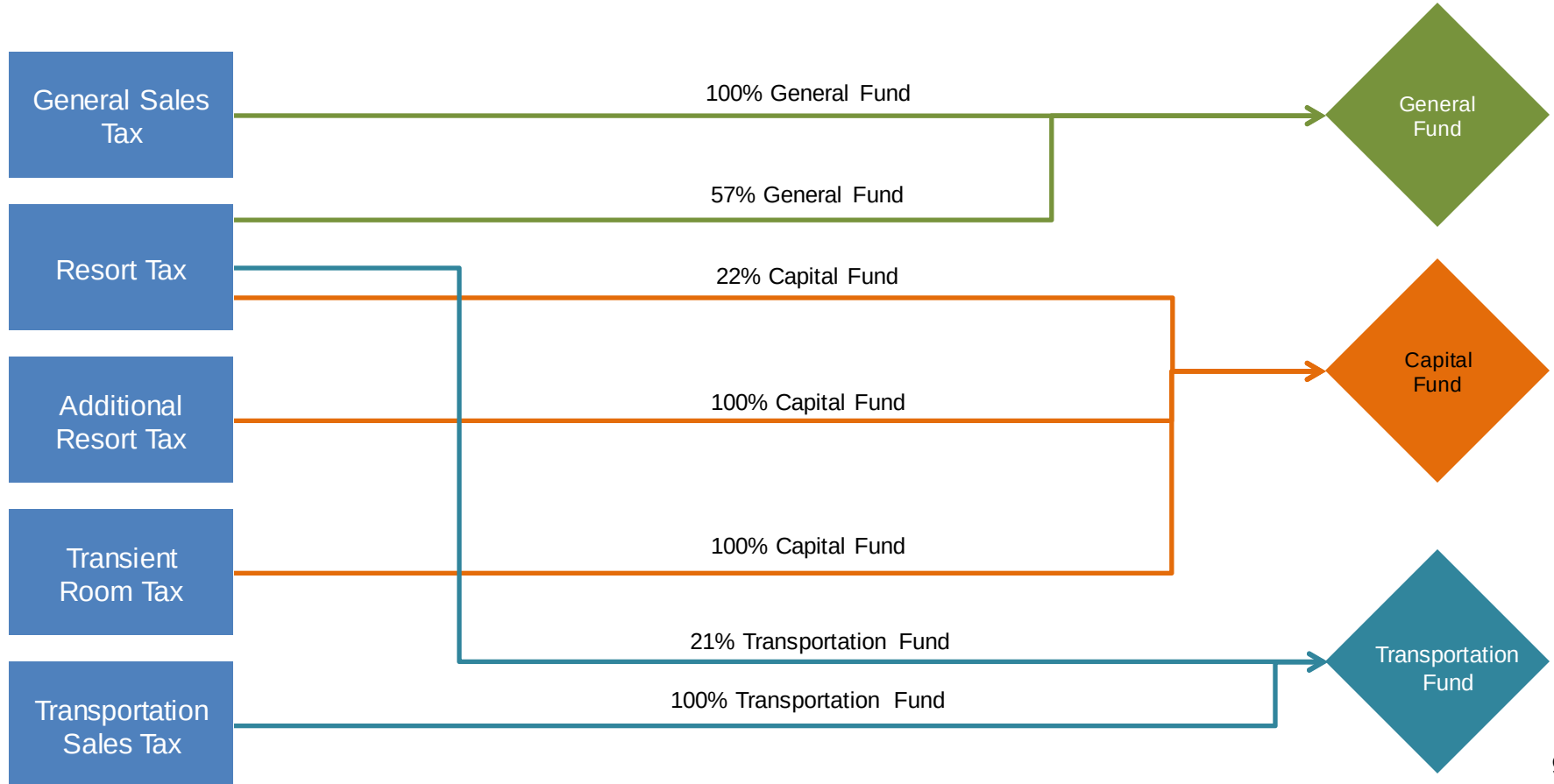
Transportation Fund Historical Sales Tax Revenues & Budgets Over Time by Month





Appendix

Where Do Our Sales Taxes Go?



Council Agenda Item Report

Meeting Date: October 7, 2021

Submitted by: Jenny Diersen

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Winter 2022 Special Event Planning

Suggested Action:

Attachments:

[Winter Event 2021-2022 Update Report](#)



City Council Staff Communications Report

Subject: Winter Special Event Planning
Author: Jenny Diersen
Department: Special Events & Economic Development
Date: October 7, 2021

As we have seen with summer visitation, Staff anticipates a busy winter event season and anticipates hitting event level limits in 2022.

Departments are working together to review Special Event Applications and working to mitigate impacts focusing on transportation and safety. Applicants and the City are in coordination with the Health Department. Barring any significant changes to the pandemic regulations at a City, County, or State level, Staff anticipates that these winter events can be managed effectively.

The events listed below may require Council approval. Staff is planning to require a high level of engagement for the Applicants, including pre-event engagement/feedback during the review process, outreach once operations are approved, and debrief with residents and community partners. Staff believes this outreach approach has led to past success and created balance for community impacts.

Holiday Festivities

- Snow Globe Stroll: November 17 to January 5
Snow Globe Stroll will feature nine life-size snow globes featuring Park City winter themes. Park City will also have holiday decorations around Main Street including Santa's mailbox and Christmas tree. The event Applicant is Historic Park City Alliance (HPCA).
- Small Business Saturday: Saturday, November 27
Shop local on Small Business Saturday and enjoy holiday decorations on Main Street. Remember shop local for the entire season of giving. This is a nationally recognized day to support local business, it is not an event.
- Grand Menorah Lighting: Wednesday, December 1
This annual event lights up a Grand Menorah on Main Street at Miners Park to celebrate Hanukkah. The event Applicant is Chabad Lubavitch of Park City.
- Electric Light Parade: Saturday, December 4
Park City celebrates the season with the return of the annual celebration as brightly lit floats come down Main Street. The event moved off the Thanksgiving Holiday weekend to encourage merchants and community members to participate. The event Applicant is HPCA.
- Santa Comes Down the Town Lift: Saturday, December 18
Santa's elves called ahead and are planning to make an appearance a week before the Christmas holiday. The event Applicant, Park City Mountain Resort, helping

confirm Santa's schedule.

FIS World Cup at Deer Valley:

Event Dates: Wednesday, January 12 to Friday, January 14, 2022

This event is held earlier on the calendar due to the 2022 Winter Olympic Schedule. Deer Valley specifically worked to move the events off the Saturday of MLK weekend, even though it is not a defined event Peak Time Period. Staff is aware of the event leading into a busy time in our community and preparing for transportation impacts. While World Cup was a Level 2 event with no spectators in 2021, staff anticipates this event will return to Level 4 event.

Sundance Film Festival:

Event Dates: Thursday, January 20 to Sunday, January 30, 2022

Sundance Institute and the City hold a [City Services Agreement](#) for the Sundance Film Festival through 2026. After holding a virtual Festival in 2021, Sundance Institute is planning a hybrid approach for the 2022 Sundance Film Festival, including in-person and virtual screenings and programs in Park City and Summit County. Staff anticipates returning to Council in December for approval regarding Supplemental Plans after coordination and outreach with stakeholders. Rules of the Road will be published this week.

20th Anniversary Celebration of the 2002 Olympic and Paralympic Winter Games:

Event Dates: Friday, February 12, 2022

This Olympic & Paralympic Celebration honoring the 2002 Salt Lake City Games past, present and future. A host of public festivities will take place in Park City. Potential locations and scope are being finalized.

YSA Olympic and Paralympic Homecoming Parade:

Event Dates: Friday, March 25, 2022

The Youth Sports Alliance (YSA) request to hold a homecoming parade and activities including an invite to all the 2022 and any previous local Utah Olympians and Paralympians.

Council Agenda Item Report

Meeting Date: October 7, 2021

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Minutes

Agenda Section:

Subject:

Consideration to Approve the City Council Meeting Minutes from September 21, 2021

Suggested Action:

Attachments:

[September 21, 2021 Minutes](#)



PARK CITY COUNCIL RETREAT MEETING MINUTES - DRAFT
1400 SULLIVAN ROAD
PARK CITY, SUMMIT COUNTY, UTAH 84060

September 21, 2021

The Council of Park City, Summit County, Utah, met in open meeting on September 21, 2021, at 10:30 a.m. at the City Park Pavilion.

ROLL CALL

Attendee Name	Status
Mayor Andy Beerman Council Member Max Doilney Council Member Becca Gerber Council Member Tim Henney Council Member Steve Joyce Council Member Nann Worel Matt Dias, City Manager Margaret Plane, City Attorney Michelle Kellogg, City Recorder	Present
None	Excused

Matt Dias, City Manager, welcomed those in attendance and those listening via Zoom to the retreat and reviewed that at the last retreat Council was assigned to different taskforces. This retreat would focus on the progress of each City pillar and its associated taskforce.

Mayor Beerman thanked staff for preparing for the retreat and locating the meeting outside for COVID-19 purposes.

STRATEGIC PILLARS UPDATE

Authentic Local Culture:

Council Member Henney stated his group wanted to bring new voices to the Authentic Local Culture pillar. He indicated there was work to do with the community. Authentic local culture was fundamental to Park City because it was the bedrock of the community and the other pillars rested on this pillar. The taskforce was looking at this bedrock lens, and they agreed that authentic local culture meant different things to different people. The business community identified a business model that was appealing to them, but it was felt that was the thing that threatened the bedrock of authentic local culture. The

1 group had a list of what authentic local culture felt like and looked like. Some events
2 made authentic local culture as well as restaurants, neighborhoods, schools and more.
3 Some people liked trails and open space, some liked the arts. The definition was not
4 exclusive to any one pillar. Some commonalities were that people chose to live in Park
5 City. The group was trying to identify the components of feeling welcomed to what made
6 people feel like they belonged. Other issues discussed by the group included concerns
7 that Park City felt increasingly transactional, pressures felt like threats, and the pride in
8 the community.

9
10 Katrina Kmak, Youth Services Librarian, introduced the taskforce members. Tate Shaw,
11 Assistant Recreation Director, asked some in the audience questions on what brought
12 them to Park City and why they stayed here. Some came for work, family, and skiing.
13 They stayed because of the welcoming atmosphere, it felt right to be here, and for the
14 quality of life. Shaw defined the words authentic, local, and community. He stated
15 people stayed because of the community and the local groups that residents were
16 involved with. Some in the group felt the sense of community was threatened and that
17 the City was becoming more transactional. He stated the reasons people came here
18 and what kept people here were the same as they were over the years. The group
19 discussed many questions, including what made them proud to live in Park City. Some
20 people said there was more hostility in Park City and some said there was a divide from
21 those that say, "I have lived here longer than you."

22
23 Jenny Diersen, Special Events Manager, reported on the progress the group made
24 since the last retreat: the Chamber of Commerce was focusing on environmental
25 sustainability, a temporary art district would be active through October, staff had spread
26 out City events, there was a focus on trails, there was a Rich Martinez sculpture and
27 celebration, and the Transit to Trails program was a success. These were some things
28 in place that helped people feel part of the community. She asked if the group could
29 look into developing a culture statement, if they could collaborate with other taskforces
30 as topics were discussed, and if they could bring in additional members.

31
32 Council Member Henney stated as soon as something was defined, some would be
33 excluded from the definition. The group felt the pillar needed to be defined to battle the
34 threats of the community. In defining "authentic," he felt it was a place where everyone
35 could be themselves.

36
37 Council Member Gerber asked if other communities had a value statement, to which
38 Shaw stated he didn't know of any. Council Member Joyce liked the idea of a statement
39 but asked how a statement would make a difference. Council Member Doilney stated a
40 culture statement was a seed that people could identify with. Council Member Joyce
41 thought people would have to see the statement and take it to heart and act on it, or the
42 statement did nothing. Council Member Worel commented the statement was in line
43 with social equity. Council Member Gerber stated a statement would evolve with the

community. Council Member Doilney thought the group should continue their work, even if they didn't know if they would succeed with a culture statement.

Mayor Beerman favored having the group collaborate with the other taskforce groups. He liked that the group wanted to include different opinions. He thought this was a community of pride. He noticed it was trendy that people came to Park City and then spread hate on the town. He hoped the community could truly like where they lived. Shaw stated there was a difference between being a visitor and a resident. He wanted people to feel like they belonged.

Mayor Beerman opened the meeting for public input. No comments were given. Mayor Beerman closed the public input portion of the meeting.

Social Equity and Affordability:

Council Member Doilney stated this taskforce went along with the Authentic Local Culture pillar and noted belonging was key. People were in different groups: gender, race, ethnicity, etc. He wanted every guest to feel like they were locals. The butterfly effect was the "why" the City had a Social Equity pillar. When social equity became a pillar, the awareness was elevated. He thought everyone in the community deserved respect.

Lynn Ware Peek, Communications Liaison, reflected on the reasons why she came to Park City, and she thought everyone should have those reasons because that created belonging. She gave examples of businesses and nonprofits that worked with Latino interns, buses had Pride Month wraps, and the formation of the LGBTQIA+ taskforce. She introduced the taskforce members.

Cami Richardson, LGBTQIA+ Taskforce, thanked the City for creating the taskforce, and stated this came down to DEI - Diversity, Equity, and Inclusion. The purpose of the taskforce was so that those in this community could feel loved. She encouraged all to foster the LGBTQIA+ group. She indicated the taskforce was prepared to do fundraising and they needed financial help from the City as well.

Joe Urankar, LGBTQIA+ Taskforce, indicated people wanted to belong to the community. Minorities and queer people had economic pay gaps. If the gaps weren't filled, the minority groups would be pushed out of town. He gave statistics for the queer population regarding suicide and poverty. He stated minorities gave great cultural contributions to communities. He hoped the City would invest in the LGBTQIA+ community and in other minority groups.

Ken Fisher, Recreation Manager, asked Council what role the City played in Social Equity and recommended that there should be someone in the City that owned social equity.

1 Council Member Gerber thought it was amazing how far social equity had come in the
2 community since it was elevated to a critical priority. She also thought it was beneficial
3 to have a dedicated staff member that could collaborate with the local nonprofits and
4 evaluate what the City was doing to follow best practices regarding equity.

5
6 Council Member Joyce noted there was discussion on if the City should own social
7 equity or just fund and facilitate it and indicated the Community Foundation was
8 designated as the owner. Council Member Doilney stated the group asked who the
9 messenger would be, and he didn't think it should be the white men. Fisher stated there
10 was discussion on what the City could do to bring more awareness to social equity,
11 such as including a social equity impact in staff reports. Ware Peek felt there needed to
12 be a dedicated person in charge of social equity from the City. Mayor Beerman stated
13 great progress had been made and the City was a leader in gender neutral bathrooms,
14 gender pay equity, and more. He liked having the cross-departmental teams instead of
15 one staff member leading for the City. He favored the City being a facilitator and
16 collaborating with the other local entities.

17
18 Council Member Worel favored having the nonprofits take the lead in social equity. One
19 staff member took the lead for the City part-time a few years ago and it was not
20 successful. She thought there needed to be clear expectations if the City were to
21 proceed in that direction or the City could continue to invest in the nonprofits. Council
22 Member Doilney understood the City chose not to fund the continued efforts of the
23 Community Foundation. He thought Council could explore hiring staff or allocating funds
24 to nonprofits. Council Member Gerber thought every entity in the City should take
25 ownership of social equity. Everyone should take ownership and nobody should wait for
26 someone else to make suggestions. She favored hiring a staff member dedicated to
27 social equity within the City to make sure all were doing a better job. Council Member
28 Henney stated great things had been accomplished. He heard someone from the City
29 was needed to make the effort more robust. He thought the City had taken the first step
30 and he wanted to hear from the Community Foundation and other entities to know what
31 was needed to continue progressing. Then he would feel more comfortable making a
32 change. He didn't want to change something that was already working and wanted to
33 know that the stakeholder groups supported this change.

34
35 Dias summarized the City wanted to be a leader in social equity, but not the exclusive
36 owner of it in the community. Long term though, he thought the organization could use
37 an internal resource for DEI.

38
39 Council Member Henney asked if there were funds for the LGBTQIA+ taskforce. Dias
40 stated there were administrative funds that could be used for this group. Council
41 Member Worel stated Mountain Mediation was a resource and she hoped the City could
42 partner with them on some of the facilitation. Dias asked if they could be included on the
43 taskforce.

Mayor Beerman opened the meeting for public input.

Gretchen Lee, Mountain Mediation Executive Director, made an inaudible comment.

Tana Toly thought small businesses should have some part in Authentic Local Culture and drug and alcohol abuse should be a focus of Social Equity.

Mayor Beerman closed the public input portion of the meeting.

The Council members and staff took a lunch break. Upon return, the following was discussed:

STRATEGIC PILLARS UPDATE

Transportation Innovation:

Julia Collins, Senior Transportation Planner, reviewed the transportation projects currently in progress, and noted there were three million transit riders per year. Twenty five percent of the City buses were electric, the City had a bike share program, and there were dedicated transit lanes on SR 224 and SR 248. She stated the projects were hard and took time, but the City was leading the nation in progressive transit options. She reviewed the major capital investments for SR 248, including shoulder transit lanes, another signal, improved pedestrian crossings, and a park-and-ride at Quinn's Junction.

Alex Roy, Senior Transportation Planner, explained the capital projects for SR 224, including a dedicated lane for transit, bus stop enhancements, traffic analysis and parking payment software. He stated the Walkability (WALC) Committee was reinstated and there were recommendations forthcoming on the remaining \$4.4 million in Active Transportation funding. Collins reviewed the neighborhood services and pilot programs, including Transit to Trails which provided transit to Bonanza Flat trails, People-First Streets program, and more. Roy also stated work was being done for a new long-range transportation master plan, an active transportation plan and a five-year short-range transportation plan.

Kim Fjeldsted, Transit Manager, stated the 14 electric buses that were purchased would arrive beginning mid-2022. A new transit software purchase would increase efficiency. The partnership with High Valley Transit was going well. They met weekly to relate updates. Mayor Beerman asked about the Bus Rapid Transit (BRT) grant for the park-and-ride on SR 224. Collins stated the grant was still being determined. Collins reviewed that in the past 14 years, the goals of public transportation had evolved to Transit First. The taskforce was looking at the direction of transportation for the City.

Council Member Worel stated the taskforce and staff thought they needed to verify that the goals and vision for Transportation remained the same before moving forward with

the long-range transportation plan. The taskforce felt land use planning should be a large component of the plan and part of the solution. Consideration should be made for cars and transit should be easy for patrons to use and should be consistent year-round. They also wanted to get the biggest bang for the buck as they considered future projects. They wanted to narrow the vision statement for Transportation and asked if it could be simplified. The current Transportation statements:

Vision 2020: Envisioning bold, multi-modal transportation solutions

PC Forward: Park City's transportation system embraces bold innovation to provide safe, year-round transportation options that promote a connected, inclusive, and multimodal "car-optional" mountain community and culture.

General Plan: Park City will encourage alternative modes of transportation on a regional and local scale to maintain our small-town character.

Council Member Gerber thought the statement was already simplified. Council Member Doilney indicated Transit was important, but families should feel comfortable taking a car when multiple stops were needed. Council Member Worel stated the taskforce discussed the same issue. Council Member Joyce asserted the statement should be to get cars off the road - whether or not it was locals or visitors. He thought it was common sense to distinguish when Transit would be the first priority. He hoped staff would prioritize what would get the most cars off the road and then work on that first, and then go to the next highest thing. Council Member Gerber stated this was not an easy fix. It would be a generational issue as young people came to town and didn't have cars, or people moved here from different parts of the country. Big events and holidays would be a priority. She was excited to see the walkability opportunities around town and felt they were meaningful to people.

Mayor Beerman stated the mission statement was great and Council Member Joyce hit the "what" of the problem, which was to reduce congestion. He noted the roads couldn't be widened, so other solutions were needed to mitigate the problem. Council Member Henney stated there was no data that would necessitate a change to the statement. Council Member Worel indicated the taskforce wanted a definition for car-optional and they wanted to wordsmith the statement. Council Member Henney referred to Council decisions on various Transit solutions to congestion and parking. Council Member Gerber wasn't opposed to wordsmithing the statement, but the principles of what the City was doing were the same. Council Member Doilney stated representatives from the City's two biggest employers were on the taskforce. He noted those employers did a good job with their employees, but then those same employees went to a second job on Main Street. He asked if those partners were offering solutions that would benefit the whole community. Roy indicated the members of the group hadn't brought up their issues, although the Historic Park City Alliance (HPCA) had addressed concerns. The

1 taskforce was looking at the small business community. Council Member Gerber asked
2 if the taskforce had ideas on principles that could be implemented. Council Member
3 Worel indicated there weren't discussions on implementing programs yet because they
4 were waiting for Council direction. She noted both resort representatives on the
5 taskforce desired rideshare and parking for their employees, but they wanted to be part
6 of the solution for the community.

7
8 Mayor Beerman didn't want the policy changed. Council Member Worel stated they
9 didn't want to change policy, but they were checking in to make sure the policy hadn't
10 changed post-COVID. The Council members were comfortable with the current policy.
11 Council Member Henney asked if the taskforce would help with questions posed by the
12 Planning Commission. Council Member Worel stated the Planning Commission would
13 have the necessary tools they sought when the long-range transportation plan was
14 finished. Dias stated the infrastructure needed to catch up with the City aspirations. He
15 noted some of the taskforce members wanted investments in parking as well as the car-
16 optional projects. Council Member Doilney wanted to remember riders were still in their
17 cars because of COVID and the City didn't need to change the goals because things
18 would eventually return to normal.

19
20 Council Member Gerber stated there were some parking improvements, but there were
21 opportunities to make more parking improvements. She thought new ways of looking at
22 current parking infrastructure could be looked at for managed parking. Those principles
23 had room for improvement. Roy stated staff looked at parking apps, flexible parking
24 rates, and other means to maximize parking efficiency.

25
26 Collins summarized that Council supported wordsmithing the vision statement, but
27 policies on "car-optional," "parking management," and "Transit First" had not changed.
28 There was support for making this statement a simple elevator phrase. Council Member
29 Henney stated the taskforce challenged the statement, but there wasn't a reason for the
30 challenge. Collins asked if a resolution should be adopted with the transportation
31 policies outlined. Mayor Beerman stated Vision 2020 was approved and the General
32 Plan was approved, so he didn't think a resolution was needed. Collins reviewed the
33 goal for the taskforce was to reduce congestion through transit options. Collins asked if
34 there should be a Council liaison for the active transportation plan. It was indicated
35 Council Member Worel was liaison for Transportation and it was indicated the active
36 transportation plan was part of that, so Council Member Worel could serve in that
37 capacity.

38
39 **Environmental Leadership:**

40 Clint McAfee, Public Utilities Director, updated Council that Public Works would begin
41 the ice pigging project in October. This project used ice to remove buildup in the
42 waterlines. The Spiro Tunnel remodel was finished. It provided 25% of the City's water

1 supply. He also announced upcoming water discussions with Council at the September
2 23rd meeting.

3
4 Luke Cartin, Environmental Sustainability Manager, stated Mountain Towns Climate
5 Action Planning was underway and would roll out in late fall. The waste characterization
6 study put out a first draft and Cartin displayed the results. He noted that he and others
7 would launch a residential compost push in a few months.

8
9 Heinrich Deters, Trails and Open Space Manager, discussed the City's wildfire
10 preparedness plan. He displayed the committee members and noted collaboration
11 between entities was a must with wildfires. He recommended pile burning for abatement
12 instead of hauling the debris to reduce the cost. He indicated he put out an RFP and
13 would do an extensive mapping exercise, where they would gather information on
14 terrain, access, proximity to utilities and roadways, etc. Deters wanted to get that data
15 and share it with the community. The entire cost for the project was up to \$28 million.
16 Council Member Joyce stated when fire mitigation was discussed, cost estimates
17 varied. He stated cleanup costs depended on the type of forest and indicated mitigation
18 would be ongoing. He thought that Council should discuss a timeline for mitigation and
19 prioritize it. Deters stated a grant writer was hired to find funds to help with the project.
20 He asked if pile burning was acceptable.

21
22 Bryce Boyer, Summit County Fire Warden, stated the Division of Air Quality had
23 requirements on burnings, and indicated in an incorporated area, restrictions were
24 intensive, with a 45-day window in the fall and a 60-day window in the spring for pile
25 burning. For fuel reduction purposes, there were ways to go around the restrictions,
26 including having a burn plan and having permits issued. He hoped to work with PCMC
27 on this project and he hoped the City would put a plan together and then educate the
28 public. Pile burning was a cost-effective way to manage forests and if this was not an
29 option, the cost would be much higher than \$28 million. Mayor Beerman asked if
30 mastication, or mulching on site, was an option. Boyer stated there were some areas
31 where that would make sense. Burning was appropriate in other areas. Mayor Beerman
32 indicated fire was easier to implement and was more cost effective, but he thought there
33 would be sensitive areas next to the urban interfaces where that would not be desirable
34 for a number of reasons, including nuisance and perception, and the residents might
35 desire the more complicated approach. He hoped that would remain an option as all
36 alternatives were considered. Boyer noted fires put nutrients back in the ground as well
37 as addressed bug issues.

38
39 Council Member Doilney asked that information be distributed on other cities' efforts
40 that could help educate the public, and also information provided so the public could
41 learn how to do it on their own properties. McComb stated there would be an event on
42 lessons learned from the Parley's Canyon Wildfire. This would help the public learn
43 about managing their properties. Kathryn McMullin, Summit County Emergency

1 Manager, stated they were coordinating with fire agencies on how to communicate with
2 the community and be an example to them. Mayor Beerman stated Colorado would
3 map out the natural breaks ahead of time, and he asked if Boyer was thinking of
4 management in that way. Boyer stated the agencies represented on the Western
5 Summit County Fuels Reduction Committee were collaborating.

6
7 Deters asserted forest management was a community effort. He indicated the first
8 project would begin September 27th on Treasure Hill. Steve Zwirn, Park City Fire District
9 Battalion Chief, stated perception in the community was a valid concern. For many
10 years, residents heard burning was wrong. Now the perception was shifting and it
11 needed to be conveyed to the public.

12
13 Steve Graff, Deer Valley Resorts Mountain Operations Director, indicated he had 10
14 staff working 30 hours per week on fuel cleanup. He thought burning was a healthy
15 practice and looked forward to working with the City. Council Member Joyce stated this
16 was an area where the City needed to take a leadership role.

17 18 **OTHER UPDATES**

19 20 **Housing Task Force:**

21 Jason Glidden, Housing Manager, reviewed the affordable housing goal of completing
22 800 units by 2026. He stated a developer was selected to partner on Homestake
23 affordable housing units. They were currently fact finding and there were discussions on
24 setting a memorandum of understanding (MOU). The goal was to build 75-100
25 affordable units on the site.

26
27 He updated Council on the Clark Ranch property and stated a land planning
28 professional was hired to survey the property to determine the amount of acreage that
29 was buildable. He noted he should have that information by December. The annexation
30 and zoning of the property was progressing.

31
32 Glidden indicated staff was working on a plat amendment for Woodside Park Phase II
33 and on a plan for two sheds located on the property. Staff had also applied for a grant
34 for the affordable housing project.

35
36 Glidden displayed a proposed housing budget for the different projects, which had a
37 combined total of \$25.5 million. Regarding the goal to reach 800 units, the City currently
38 had 136 units, and ongoing projects from the City and developers would result in a total
39 of 871 units.

40
41 Elyse Kats, Housing Analyst, reviewed current initiatives, including the lite deed
42 restriction pilot program, the five-year housing needs assessment update, accessory
43 dwelling units code amendments, and implementing housing software. Future initiatives

1 included partnering with some nonprofits for housing, having a community accessory
2 dwelling unit program, looking at curbing impacts of short-term rentals and making long-
3 term rentals more appealing, and looking at options for preserving aging units.

4
5 Council Member Gerber reviewed the makeup of the taskforce and noted
6 subcommittees were created to focus on health and housing, diversity and inclusion,
7 business and economy, and development and finance. She indicated affordable
8 housing was needed for workforce housing, for the vulnerable populations, and to
9 create a complete community. She reviewed topics the committee would focus on,
10 including the 2021 Needs Assessment, creating a list of objectives for housing goals,
11 looking at the long-term housing plan and evaluating potential land uses.

12
13 Council Member Gerber stated there was \$25.5 million in the Housing Fund and a
14 discussion was needed to figure out a way to create an ongoing budget for housing.
15 The group was evaluating the need for staff and additional land as well. She discussed
16 considerations for public/private partnerships, rental models and re-sales. She thought it
17 was important the community saw the value in affordable housing and having vibrant
18 communities.

19
20 Council Member Henney stated he was the Fire District liaison and having affordable
21 housing for fire, police, teachers, etc., was a top goal for them. He knew the Fire District
22 had land and that could be a possible partnership. He also noted Mountainlands
23 Community Housing Trust completed a housing project where 30% of the buyers were
24 from the Latinx community. He attributed that to having staff members that were Latinx
25 who got the word out. He knew there was a housing need from that demographic. He
26 also indicated it would be beneficial having someone on the committee who represented
27 the Board of Realtors. Glidden stated he had been talking with the Board of Realtors
28 and indicated the housing staff would be meeting with their group to discuss and
29 educate them on affordable housing.

30
31 Mayor Beerman thought the City might implement a Housing Authority. Many in the City
32 didn't think the City should be a developer. He stated having a separate Housing
33 Authority was giving up control, but it would separate the regulators and the legislators.
34 He also thought it would bring in more stakeholders. He asked if Council should have a
35 discussion on creating a separate City Housing Authority. Council Member Gerber
36 explained how some other cities handled their affordable housing projects. She also
37 thought the 2021 Needs Assessment would determine 15% of workforce in town was
38 not enough.

39
40 Council Member Doilney stated the Citizens' Open Space Advisory Committee
41 (COSAC) did a good job buying open space and he thought having a Housing Authority
42 would be beneficial. He agreed the 800-unit goal should be looked at. Council Member
43 Worel indicated Council should discuss having a separate Housing Authority and she

1 would also like someone with finance expertise in Affordable Housing to add that
2 perspective.
3

4 Council Member Henney asked if the committee would decide who the housing would
5 be built for. Glidden indicated the taskforce was asking if the demographics matched the
6 housing needs and if the people in the units matched the demographics. Council
7 Member Henney thought there was a housing need for Park City's workforce, the
8 community builders, and others. Dias asked if the needs assessment could get to the
9 fundamental question of who the City was building the housing for. Glidden stated it was
10 possible to break it down into groups. The assessment could also look at different types
11 of housing. Dias thought Council needed to be comfortable with the answer of who it
12 was for, because opportunities would arise to fill gaps in the housing inventory.
13

14 Council Member Doilney favored working to create funding instead of relying on grants
15 that so many others were applying for as well. Council Member Worel asked which
16 communities used excise taxes. Council Member Gerber referred to Colorado, and
17 noted cities were taxing nightly rentals to support affordable housing. Council Member
18 Joyce stated some Transient Room Tax (TRT) funds went to affordable housing.
19 Council favored looking at expanding the Housing Authority. Mayor Beerman indicated
20 the State was in the midst of a housing crisis, so this could be a time to lobby the State
21 to create a tax for affordable housing.
22

23 Council Member Joyce thought Council should discuss what the City should do with the
24 funds it currently had. He suggested prioritizing the money in affordable housing to
25 become more efficient with the projects. He thought Homestake was a good example of
26 an efficient project. He hoped Council would allocate funds to the top priorities. Mayor
27 Beerman stated there were many priorities on many fronts in the City. Council Member
28 Joyce asserted the visioning process did not make people prioritize. Council Member
29 Doilney stated every street in town had a different top priority, and the City had to
30 consider all priorities. Council Member Gerber felt there were opportunities to better use
31 resources.
32

33 Mayor Beerman opened the meeting for public input.
34

35 Shirin Spangenberg, small business owner, appreciated Council's discussion, but she
36 wanted to see solutions regarding getting workforce in the community today and not five
37 years from now.
38

39 **Adjournment:**
40

41 With no further business, the meeting was adjourned.
42
43

Michelle Kellogg, City Recorder

Council Agenda Item Report

Meeting Date: October 7, 2021

Submitted by: John Robertson

Submitting Department: Engineering

Item Type: Staff Report

Agenda Section:

Subject:

Request to Authorize the City Manager to Execute Contract Change Order No. 2 to the Construction Agreement with Stratton and Bratt Landscapes, LLC for the Prospector Avenue and Gold Dust Lane Landscaping Project in a Form Approved by the City Attorney in an Amount Not to Exceed \$58,638.11 and a Total Project Amount Not to Exceed \$329,625.11

Suggested Action:

Attachments:

[Stratton Bratt Change Order Staff Report](#)

[Exhibit A: S&B Construction Agreement](#)

[Exhibit B: Change Order No. 1](#)

[Exhibit C: Change Order No. 2](#)

[Exhibit D: Project Area Map](#)



City Council Staff Report

Subject: Prospector Avenue and Gold Dust Lane Landscaping Project
Contract Change Order No. 2
Author: John S. Robertson, PE, City Engineer
Department: Engineering
Date: October 07, 2021
Type of Item: Administrative

Summary Recommendation

Staff recommends City Council authorize the City Manager to execute Contract Change Order No. 2 to the Construction Agreement with Stratton and Bratt Landscapes, LLC in a form approved by the City Attorney and for an amount not to exceed fifty-eight thousand six hundred thirty-eight dollars and eleven cents (\$58,638.11). After approval of this recommended action, the total project cost combined with Change Order No. 1 (\$40,294.00) will be \$329,625.11.

Executive Summary

This Contract Change Order No. 2 with Stratton and Bratt Landscapes, LLC is for field changes requested by the City to add additional concrete in driveway approaches and to modify installed irrigation infrastructure per plan to address operational requests made by Public Works. These items were determined to be outside of the original scope of the Prospector Avenue and Gold Dust Lane Landscaping Project. Per the City's Contracts and Purchasing Policy, change orders which would overall increase a previously council approved contract by the lesser of 20% or \$25,000 for contracts of \$250,000 or less must be approved by City Council. The awarded contract amount was \$230,693.00. Approval of this change order will bring the total contract amount for all services to \$329,625.11.

Background

- [April 18, 2018](#)- City Council approves contract with MGB+A to provide landscape and irrigation design of the park strip on Prospector Avenue and Gold Dust Lane
- April 29, 2019- Prospector Avenue Reconstruction Project issued substantial completion.
- [June 6, 2019](#)- City Council approves Requested Elevated Level of Service (RELS) for the City to maintain landscaping and irrigation on Prospector Avenue and Gold Dust Lane
- August 2019- City bids the Prospector Avenue and Gold Dust Lane Landscaping Project (no bids received)
- October 2019- City bids the Prospector Avenue and Gold Dust Lane Landscaping Project (single bid received)

- March 2020- City bids the Prospector Avenue and Gold Dust Lane Landscaping Project (single bid received)
- [July 30, 2020](#)- City Council approves Construction Agreement with Stratton and Bratt Landscapes for an amount not to exceed two hundred thirty thousand six hundred ninety three dollars (\$230,693.00).
- October 29, 2020 – City Council approves Change Order No. 1 in the amount of \$40,294

Analysis

Landscape design of the section of right of way between the roadway and sidewalk was not included in the 2018 Prospector Avenue Reconstruction project scope because staff intended to coordinate landscaping needs with the PSPOA. Prior to re-construction of Prospector Avenue, staff agreed to contract with MGB+A to perform landscape architecture services to design the irrigation and plantings within the park strip. MGB+A had already been selected by PSPOA to design the private landscaping along interior walkways and it was determined that use of the same landscape architect would provide a consistent design throughout the community.

Change Order No. 1 was approved to install conduit under several driveways within the project limits that were not installed with the 2018 Prospector Avenue project. Most items listed in Change Order 2 (CCO 2) were added to the contractor's scope of work by the City to address issues that had not been included in the contracted scope of work.

Most of the cost of CCO 2, or \$32,050.28, is for the adding in of concrete at multiple driveway locations to protect irrigation lines from vehicle tires cutting a corner of the driveway and driving over landscaped areas. It had been noted after irrigation lines were installed per plan, that vehicles were driving over and breaking irrigation pipes. The placement of concrete in these areas has shown to provide greater protection to irrigation lines and it has been observed to reduce the number of breaks occurring.

Other items included in CCO 2 are for changes made to the irrigation system after it was installed per plan and inspected by the city, additional sleeving associated with CCO 1, and repairs made to irrigation lines damaged by vehicles prior to the installation of concrete mentioned above. Requested changes by the City to the irrigation system after contractor installation included relocation of several valve and piping connections that were required due to additional sleeving required at the various driveways as a result of installing the additional concrete.

The total amount of Contract Change Order No. 2 is \$58,638.11. Staff and staff's consultant that designed and prepared the construction plans have reviewed the cost and find it to be reasonable.

Department Review

This report has been reviewed by the City Manager, Community Development, Budget and Legal. All issues have been resolved.

Funding Source

Capital Project CP0336 contains enough funds for the initial contract amount and CCO 2 of the Prospector Avenue and Gold Dust Lane Landscaping Project.

Exhibits

Exhibit A: Stratton and Bratt Construction Agreement

Exhibit B: Change Order No. 1

Exhibit C: Change Order No. 2

Exhibit D: Project Area Map

CONSTRUCTION AGREEMENT

THIS AGREEMENT is made and entered into as of this 8th day of September, 2020, by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, P.O. Box 1480, Park City, UT 84060, , (hereinafter "City"), and **STRATTON & BRATT LANDSCAPES, LLC**, a Utah limited liability company, whose post office address is 754 West 700 South, Pleasant Grove, UT 84062, (hereinafter "Contractor").

PURPOSE: For the project known as the Prospector Avenue Streetscape (hereinafter "Project"), which consists of planting bed and irrigation system installation along the north and south sides of Prospector Avenue and along sections of Gold Dust Avenue.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

SECTION 1. SCOPE OF WORK. Contractor shall furnish all labor, materials and equipment to complete the Project, consisting of the work described in the Information for Bidders as the Basic Bid, as specifically set out in the contract specifications, which is made a part hereof by reference, herein called the "Project."

The Project will be bound by the specifications referenced herein, according to the Advertisement for Bid, the Information for Bidders, the General Project Requirements and Specifications provided by City, the Bid of the Contractor, Bid Bond, Drawings, Notice of Award and Notice to Proceed, (collectively referred to as the "Contract Documents"), all of which are incorporated herein by reference and on file in the Engineering Department. To the extent that this Construction Agreement (hereinafter "Contract" or "Agreement") conflicts in any way with a proposed form agreement which may have been submitted as part of the bid specifications, this Agreement shall control.

If any of the work performed by Contractor in any phase of the Project does not meet City standards as outlined in the bid documents and specifications, then Contractor shall immediately repair or correct the work at no additional cost to City.

A. SUBCONTRACTORS. No part of this Contract shall be subcontracted by the Contractor without prior written approval by City through the Project Manager/Engineer. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by it.

If written approval is granted to subcontract a part of this Contract, the Contractor shall require each subcontractor that physically performs services within Utah to submit an affidavit to the Contractor stating that the subcontractor has used E-Verify, or an equivalent program, to verify the employment status of each new employee.

The Contractor shall, within ten (10) days of submittal of request for final payment, include an affidavit showing satisfactory evidence that all claims of subcontractors, laborers and material men who supplied services or materials to the Project have been fully paid, discharged, or waived. The Contractor shall submit lien waivers for each pay release.

If the City reasonably believes that Contractor has failed to pay Subcontractors, materialmen, or laborers for work on the Project within a reasonable time of when payment is due, then City may, after having notified the Contractor, either pay unpaid bills or withhold from the release of Contractor's payment bond for this Project, a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged and a ten percent (10%) fee for administering such claims.

B. STANDARDS OF WORKMANSHIP. Contractor shall demonstrate workmanship equal to or better than current industry standards for this Project. Where Park City specifications exist, (for example, asphalt, concrete, irrigation, sprinkling system and landscaping), they shall provide the benchmark for determination of acceptability.

C. INSPECTION AND TESTING. All materials and equipment used in the construction shall be subject to inspection by the Project Manager/Engineer. If laws, ordinances, rules or regulations of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by someone other than Project Manager/Engineer, the Contractor shall give the Project Manager/Engineer timely notice of readiness. Inspections, tests or approvals by the City or appropriate authorities will not relieve the Contractor from obligations to perform the work in accordance with the requirements of the Contract Documents and/or provisions. The Project Manager/Engineer and other designated persons will at all times have access to the work. All work shall ultimately be inspected for final acceptance by the Project Manager/Engineer within a reasonable time upon receipt of notice from the Contractor that work is complete and ready for final inspection.

During construction, the work will be inspected and observed by the Project Manager/Engineer or his designated representative. All work that is deficient or does not meet specifications shall be removed and replaced with proper material at Contractor's expense.

D. WARRANTY. Contractor warrants that all materials and supplies used in the construction of the Project shall be new, except as otherwise agreed to in writing by the City's Representative. All materials, equipment, parts and labor and any necessary corrections to the Project shall be guaranteed for a period of at least one (1) year following the date of substantial completion of the Project under the terms of the performance bond or as provided in the project specifications and construction documents, whichever is longer.

E. ADOPTED CODES. All work shall be completed at a minimum in accordance with all building, electric and energy codes adopted by Park City.

SECTION 2. PERFORMANCE AND PAYMENT BONDS. Contractor shall furnish to the City payment and performance bonds satisfactory to the City guaranteeing Contractor's payment and performance, in the amount, for each separately, of one hundred percent (100%) of the Contract amount.

SECTION 3. INSURANCE. Unless otherwise specified in the bid documents, the Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees, or subcontractors.

The Contractor shall provide Park City Municipal Corporation a Certificate of Insurance evidencing:

- A.** General Liability insurance written on an occurrence basis with limits no less than Two Million Dollars (\$2,000,000) combined single limit per occurrence and Three Million Dollars (\$3,000,000) aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; explosion, collapse and underground (XCU) if specifically requested; and employer's practices.

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

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

contain any exclusion or limitation with respect to loading or unloading of a covered vehicle.

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

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

- D. Builder's Risk Insurance (Course of Construction) (at City's discretion)

Before starting the Work, Contractor shall obtain and maintain in force, at its own expense, Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. Such coverage shall name Park City Municipal Corporation as an additional insured.

- E. The general liability and auto liability insurance policies are to contain, or be endorsed to contain, the following provisions:

Park City Municipal Corporation, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations and completed operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor.

- F. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. The City reserves the right to request certified copies of any required policies.

- G. The Contractor's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- H. For any claims related to this Construction Agreement, the Contractor's

insurance coverage shall be primary insurance coverage with respect to Park City Municipal Corporation, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Park City Municipal Corporation, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

SECTION 4. CONTRACT AMOUNT, ACCEPTANCE OF WHOLE, ADDITIONS. City shall pay Contractor a total sum not to exceed **TWO HUNDRED THIRTY THOUSAND SIX HUNDRED NINETY THREE DOLLARS (\$230,693.00)** ("Contract Amount") for all work and materials expended to complete this Project, which shall include the cost of all bonds, insurance, and all charges, fees, permits (including water and sewer fees, unless waived), expenses or assessments of whatever kind or character that are or may be necessary to complete this Project, including any additive alternates listed within the scope of work described in Section 1.

SECTION 5. PERMITS AND FEES. As set out in Section 4 above, the Contract Amount includes the price of all normally applicable fees and permits. The City may, at its discretion, arrange for the waiver of certain fees, permits and expenses.

SECTION 6. TERMS OF PAYMENT. The City shall pay for services provided hereunder according to and in an aggregate amount not to exceed the Contract Amount or as detailed in an attached payment schedule (if attached, will be **Attachment A**) and only upon Contractor's request on forms approved by and submitted to the Project Manager. The City shall make payment within thirty (30) days thereafter. Requests for a more rapid payment may be considered if a discount is offered for early payment. At no time shall the aggregate amount of money paid to the Contractor in proportion to the Contract Amount be greater than the proportion of the work performed at that point to the total Project work. No payment shall be made for any service rendered by the Contractor except for services set forth and identified in this Agreement. The City reserves the right to withhold payment in whole or part from the Contractor for non-compliance with the provisions of the Contract Documents.

A. RETAINAGE. The City may, in its sole discretion (1) retain five percent (5%) of the value of all work done and materials or equipment supplied as part security for the fulfillment of the Agreement by the Contractor; or (2) retain the final payment of up to five percent (5%) of the total Project amount. As work nears completion and solely at the City's discretion, the City may reduce the retainage to an amount more in line with the work remaining. The City reserves the right to retain all amounts previously withheld or due, including any liquidated damages, until all services specified herein are complete. Any money withheld pursuant to this section shall be placed in an interest bearing account and the interest shall also be payable to the Contractor upon final payment.

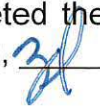
Before final payment is made, the Contractor must submit evidence satisfactory to the City that all payrolls, material bills, subcontracts and all outstanding indebtedness in connection with the Project have been paid for.

The City may withhold a reasonable amount of the payment bond sufficient to cover any outstanding indebtedness or monies owed or claimed by any person who supplied work or materials to the Project plus ten percent (10%) of such indebtedness as the City's cost of administering such claims until Contractor supplies a release satisfactory to the City, signed by all persons who have supplied labor or materials to the Project or, at the City's option if no claim is made, until one hundred five (105) days after the date on which any person performed the last of the labor or supplied the last of the material for the Project and upon written request from the Contractor.

The Contractor shall supply to the Project Manager/Engineer within a reasonable time after his/her request a signed statement verifying all the suppliers, subcontractors, and other persons who have supplied labor or materials to the Project.

B. FINAL PAYMENT. Acceptance by the Contractor of the final payment from the City shall release the City of all claims, demands and liability of the Contractor, its officers, agents, employees and subcontractors, whether communicated or not by the Contractor, except with respect to those matters referred to in writing delivered to the Contractor and approved in a signed writing by the Project Manager.

SECTION 7. COMPLETION TIME. The work on this Project shall commence within ten (10) days of receipt of the Notice to Proceed and shall be completed by **October 15, 2020**. Work stoppage due to inclement weather conditions and other factors must be approved in writing by the Project Manager. Inclement weather shall not otherwise constitute cause for delay. Unless otherwise agreed by the City by change order, no damages shall become due to Contractor for City caused delay. A change order for delay will generally be accepted for delay so excessive and unreasonable that it is beyond the scope of the Contract or delay attributed to direct, active or willful interference by the City. The change order must be based upon actual damages sustained by the Contractor which are directly attributed to the delay.

In the event that Contractor fails to complete all of the work required herein within the time limit set out above, then for each partial or complete day during which the work remains uncompleted thereafter, the Contractor agrees to pay the City **One Hundred Dollars (\$100.00)**,  **(Contractor Initials)** which the parties believe, due to the difficulty of

actually assessing the damages the City will suffer in the event of such a delay, is a fair estimate of the loss the City will suffer. The parties agree that the daily liquidated damages provided for herein is reasonable and fair, and is not a penalty. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.**

SECTION 8. ADDITIONAL WORK/CHANGE ORDERS. The City may enlarge or reduce the work to be performed by Contractor hereunder by written notification to Contractor, including changes to the plans and specifications. The City shall pay Contractor for any additional work so requested, and shall reduce the payment to the Contractor for any reduction in labor, materials, overhead and profit margin resulting from the reduction in the work. Except as the City shall so notify the Contractor in writing, it is understood and agreed by the parties hereto that no money will be paid to the Contractor for any new or additional labor or materials furnished unless a written modification is agreed to in a document signed by both parties.

The value of any work covered by a change order or of any claim for increase or decrease in the Contract price shall be determined by one (1) or more of the following methods in order of precedence listed below:

- A.** An agreed lump sum; or in the event the parties cannot agree; then
- B.** The unit rate for the work bid by the Contractor, if applicable, or in the event there was no such rate bid; then
- C.** The actual cost for: (1) labor; (2) materials; (3) supplies; (4) equipment; (5) direct overhead (not to exceed 5% of the sum total of items 1-4, unless approved by the City); and (6) other services necessary and approved by the City to complete the work. In the event of a net increase in the Contract Amount for a change order as a whole, the City shall allow a payment to the Contractor of an additional ten percent (10%) of the actual cost of the work, not including direct overhead or bond costs, to cover the cost of general overhead and profit. The Contractor may also charge the City for actual cost of the net increase in bond costs as a result of the overall change to the Contract Amount. The City specifically reserves the right to request documentation, including, but not limited to, payroll stubs, bond bills, and invoices, to validate the Contractor's calculations.

SECTION 9. DISPUTES. Except as otherwise provided in this Agreement, any disputes concerning a question of fact arising under this Agreement which are not disposed of by agreement shall be decided by the City. The decision of the City shall be final and conclusive unless, within thirty (30) days from the date of receipt of such decision, the Contractor shall mail or otherwise furnish the City a written signed appeal addressed to the

Project Manager/Engineer. In connection with any appeal proceeding under this clause, the Contractor will be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor will proceed diligently with the performance of the Contract and in accordance with the City's decision. The decision of the City shall be final and conclusive, but shall not be arbitrary or unreasonable. Although this Contract has been drafted by the City, the Contractor expressly agrees that any ambiguity herein shall be resolved in favor of the City.

SECTION 10. DEFAULT, REMEDY AND TERMINATION. The City may terminate this Agreement upon the occurrence of one or more of the following events:

- A.** If Contractor or any subcontractor should substantially violate any of the provisions of this Agreement;
- B.** If Contractor substantially fails to perform any part of this Agreement;
- C.** If Contractor repeatedly fails or becomes unable to perform the services under this Agreement as required herein, or substantially fails to provide services under this Agreement for a period of seventy two (72) hours;
- D.** If Contractor (1) shall become insolvent in a bankruptcy case; (2) shall be generally not paying its debts as they become due, or within a reasonable time thereafter; (3) shall suffer, voluntarily or involuntarily, the entry of an order by any court or governmental authority authorizing the appointment of or appointing of a custodian (as that term is defined in 11 U.S.C. §101(11)), receiver, trustee, or other officer with similar powers with respect to it or any portion of its property which remains undismissed for a period of ninety (90) days; (4) shall suffer, voluntarily or involuntarily, with or without judicial or governmental authorization, any such custodian, receiver, trustee, or other officer with similar powers to take possession of any part of its property which third party remains in possession for an excess of ninety (90) days; (5) shall suffer, voluntarily or involuntarily, the filing of a petition respecting an assignment for the benefit of creditors which is not dismissed for a period of ninety (90) days; (6) shall be dissolved; (7) shall become the subject of any proceeding, suit, or action at law or in equity under or relating to any bankruptcy, reorganization or arrangement of debt, insolvency, readjustment of debt, receivership, liquidation, or dissolution law or statute or amendments thereto to be commenced by or against it or against any of its property which remains undismissed for a period of ninety (90) days; (8) shall voluntarily suspend substantially all of its business operations; (9) shall be merged with, acquired by, or otherwise absorbed by any individual, corporation, or other business entity or organization of any kind except for any individual corporation or other business

entity or organization which is controlled by, controlling, or under common control with the Contractor; or (10) shall take action for the purpose of any of the foregoing.

After serving ten (10) days written notice on the Contractor and its surety of its intention to terminate the services of Contractor, and if within ten (10) days after serving such notice, the violation is not corrected to City's reasonable satisfaction, the City then may take over the work and prosecute it to completion by contract or by any other method it may deem advisable at the expense of the Contractor. The Contractor and the bonding company shall be liable to the City for any reasonable cost occasioned by the City in excess of the amount agreed to for the service herein.

The Contractor shall be entitled to a hearing before a City hearing officer upon the issue of termination if it submits a written request therefore within seven (7) days of the service of the notice of the City's intent to terminate. The Contractor shall be entitled to be heard at such hearing on the issue of termination. The Contractor shall not bring an action against the City, its officers, agents or employees arising out of or relating to the termination of this Agreement before the decision is issued by the City's hearing officer(s).

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement, unless stated to be such in writing, signed by the City's authorized representative.

The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this section.

The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

SECTION 11. HOLD HARMLESS INDEMNIFICATION. The Contractor clearly and unequivocally agrees to indemnify and to hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Contractor's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or others; and provided further, that nothing herein shall require the Contractor to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or

officers. The Contractor expressly agrees that the indemnification provided herein constitutes the contractor's waiver of immunity under Utah Code Section 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 the City by reason of entering into this Agreement except as expressly provided herein.

SECTION 12. CONTROLLING LAW AND ATTORNEY FEES AND COSTS. These general conditions shall be construed in accordance with and enforced under the laws of the State of Utah. Any action of law, suit in equity, or judicial proceeding for the enforcement of the Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah. If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in connection with that action or proceeding.

SECTION 13. ASSIGNMENT. The Contractor shall not assign nor transfer any interest in this Agreement without the prior written consent of the City, provided however, that claims for compensation due or to become due the Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment shall be promptly furnished to City.

SECTION 14. SAFETY AND TRAFFIC CONTROL. Contractor shall take all reasonable precautions to protect the safety of pedestrians, school children, motorists, and others who may use or come near to the Project site, including, but not limited to, compliance with the Manual of Uniform Traffic Control Devices.

SECTION 15. SAFETY AND PROTECTION OF THE WORK. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project work. Contractor shall provide reasonable protection to prevent damage, injury or loss to employees on the Project work and all other persons who may be affected thereby, materials and equipment, whether on or off the site, and other property at the work site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. In addition, the Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

The Contractor shall erect and maintain, as required by the existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, setting safety regulations, and notifying owners and user of adjacent utilities.

The Contractor shall promptly remedy all damage or loss to any property referred to in this section caused in whole or in part by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except for acts or omissions by the City or anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable, and not attributable to the fault or negligence of the Contractor. Contractor shall remove from the site all cuttings, debris, equipment and unused material.

SECTION 16. UNENFORCEABLE CONTRACT, WAIVERS. In the event that any provision of this Agreement shall be ruled invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same provision by the other party.

SECTION 17. ENTIRE AGREEMENT. This Agreement represents the entire integrated agreement between City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written modification signed by both parties.

SECTION 18. COMMENCEMENT OF WORK. Contractor will commence work as required by the specifications within ten (10) calendar days after receiving the Notice To Proceed.

SECTION 19. UTILITIES. The right is reserved to the owners of public utilities and franchises to enter upon the street or work site for the purpose of making repairs or changes of their property that may become necessary by the work. The City shall also have the privilege of entering upon the street or work site for the purpose of repairing culverts, storm drains, water system repairs or adjustments, and any and all other necessary City work.

The Contractor takes the whole risk, responsibility and expense with respect to the location of utilities, and in working with utility owners about locating, moving, repairing, and modifying utilities. All utility locations shown on the plans and specifications are approximate and are marked on the plans, if at all, only for convenience. The City makes no representation about the location of any such utilities, and Contractor is encouraged to contact utility companies and owners about the location of all utilities that may be impacted by or impact the Project work.

SECTION 20. HOURS AND DAYS OF WORK. All work performed by the Contractor, its subcontractors, materialmen, agents and employees shall be performed during work hours of 7:00 a.m. to 9:00 p.m. Monday through Saturday unless otherwise specified in a Conditional Use Permit or Construction Mitigation Plan. In individual Construction Mitigation Plans, the Building Official may further reduce the hours or days of work for special events or as other circumstances may reasonably warrant. When work is prohibited, no exterior construction, excavation or delivery of supplies and concrete are allowed. Interior work, however, may be allowed Monday through Sunday, with no limitation on hours for the following types of construction:

- A. Interior work on individual single-family home construction or addition projects not involving materials or supply deliveries.
- B. Construction of decks, patios, landscape walls less than four feet (4') in height, and fences on individual single-family lots.
- C. Non-mechanized exterior painting on individual single-family residences.
- D. Non-mechanized landscaping on individual single-family residences.
- E. Survey work not involving grading or use of power equipment to cut vegetation.

Extended Hours Special Permit. The Building Official may authorize extended hours for construction operations or procedures which, by their nature, require continuous operation, or modify or waive the hours of work on projects in generally isolated areas where the extended hours do not impact upon adjoining property occupants. In such cases, the Building Official shall issue a special permit identifying the extended hours. Contractor shall display the special permit on site.

Special Event Regulations. The Building Official and/or Police Chief may, at their discretion, restrict construction activity, including governmental or special improvement agencies, in order to assure the public safety during special events within the City. Special events shall include, but not be limited to, the Art Festival, Film Festival, ski events, and holiday events.

SECTION 21. CONSTRUCTION PLANS. Contractor shall submit a Construction Mitigation Plan to be approved by the City Engineer or his/her designee, for all building permits. The Community Development Department may waive this requirement for minor

remodels, additions and interior construction where the impact on adjacent property is minimal. This plan shall be written and shall address, to the satisfaction of the City Engineer or his/her designee:

A. Hours and Days of Operation. The Construction Mitigation Plan shall specify the daily construction start and finish times. Construction activity occurring outside of the times specified in Section 11-14-6 of the Park City Municipal Code may only be allowed by special permit issued by the Building Official or the City Engineer.

B. Parking. The Construction Mitigation Plan shall include a parking plan. Construction vehicle parking may be restricted at construction sites so as to not block reasonable public and safety vehicle access along streets and sidewalks. Construction parking in paid or permit only parking areas require the Public Works Department to review and approve a parking plan. The plan shall also include anticipated temporary parking, e.g., delivery vehicles, and large equipment parking.

C. Deliveries. The Construction Mitigation Plan shall identify proposed delivery locations and routes. Deliveries of construction materials and supplies including concrete may be regulated as to time and routing if such deliveries will cause unreasonable noise, parking, or access issues. In order to reduce the number of delivery trips to construction sites, the stockpiling of materials on or near the site may be required. In the case of multiple construction sites in close proximity, a common materials storage and staging site may be required.

D. Construction Phasing. Due to the narrow streets, small lot configuration, topography, traffic circulation, weather, construction parking and material staging problems, projects in the Historic District and other areas of the City may be required to be phased if more than one project is under construction in close enough proximity to create public safety or nuisance problems. In cases where phasing is deemed necessary by the City Engineer or his/her designee, the first project to receive a building permit shall have priority, however, the Building Official shall have the authority to phase projects as necessary to assure efficient, timely and safe construction.

E. Trash Management and Recycling. Construction sites shall provide adequate storage and a program for trash removal.

F. Control of Dust and Mud on Streets. A program for the control of dust or other airborne debris shall be required. Provision must be made to eliminate the tracking of mud on streets and a program shall be required to remove any such mud daily.

G. Noise. Construction activity shall not exceed the noise standards as specified in Section 6-3-9 of the Park City Municipal Code.

H. Grading and Excavation. Because of the truck hauling involved in grading and excavation, restrictions on trucking routes as well as the hours of operation may be necessary to mitigate the adverse impacts from such operations. Destination and total cubic yards of excavated material shall be noted.

I. Construction Sign Requirements. A sign indicating the name of the party responsible for the Project shall be posted in a location where such sign is readable from the street or driveway to the construction site. The sign shall not exceed twelve (12) square feet in size, six (6') feet in height and shall not exceed a letter type of four inches (4"). Information on the sign shall include, at a minimum:

1. Name, address and phone number of Contractor;
2. Name, address, and phone number of person responsible for the project; and
3. Phone number of party to call in case of emergency.

No additional fee is required for this sign.

SECTION 22. TOILET FACILITIES AND CONTAINERIZED TRASH SERVICE REQUIRED.

A. The Contractor shall obtain and maintain on the site a container of suitable size and design to hold and confine trash, scraps, and other construction related refuse created or accumulated on the site. All such construction refuse shall be maintained in a closed container at all times, until transferred to the landfill. Containers may be placed in setback areas, provided that the placement of the container does not obstruct the view of motorists on adjoining streets and thereby create traffic hazards. Contractor shall not permit accumulated debris, litter, or trash on the construction site to blow or scatter onto adjoining properties, including the public street, or to accumulate on the site outside of the container, or in transit to the landfill or dump. The owner or Contractor shall service the container as frequently as needed to prevent trash from over-flowing.

B. The Project site shall have permanent toilets, or an approved temporary toilet facility positioned in a location approved by the Building Department, at the

rate of one toilet per fifteen on-site employees (1-15 employees = one toilet, 16-30 employees= two toilets and so on).

SECTION 23. OBEY LAWS.

- A. The Contractor shall obey all laws, ordinances and regulations of the United States, the State of Utah, and Park City in performing this Agreement.
- B. The Contractor shall register and participate in E-Verify, or an equivalent program. The Contractor agrees to verify employment eligibility through E-Verify, or an equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code § 63G-12-302.

SECTION 24. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, Contractor will not discriminate against any qualified person in matters of compensation and other terms, privileges, and conditions of employment because of: race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions. Contractor shall take such action with respect to this Agreement as may be required to ensure full compliance with local, State and federal laws prohibiting discrimination in employment.
- C. Contractor will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Contractor shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

SECTION 25. THIRD PARTY RIGHTS. Nothing herein is intended to confer rights of any kind in any third party. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 26. PROJECT MANAGER/ENGINEER. The Project Manager/Engineer for this Project is Corey Legge, or such other person designated by the City Engineer or Public Works Director to the Contractor orally or in writing.

SECTION 27. PARTIES' REPRESENTATIVES. For purposes of notice required or desired by the parties or communication involving the services under this Agreement, such notice or communication shall be deemed to have been given when personally delivered or mailed certified mail, postage pre-paid, or sent by facsimile transmission, to the parties at the following addresses:

Contractor: Randy Anderson, or such other person designated in writing by the Contractor's chief administrative officer, at the Contractor's address set out first above.

Park City: Project Manager/Engineer, at the address set out first above for the City, or when given to such other person as either of the above representatives shall designate in writing. The designation of any address may be changed by notice given in the same manner as provided in this section.

SECTION 28. SEVERABILITY. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. If any provision of this Agreement is held invalid or unenforceable with respect to particular circumstances, such provision shall nevertheless remain in full force and effect in all other circumstances.

SECTION 29. COUNTERPARTS. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

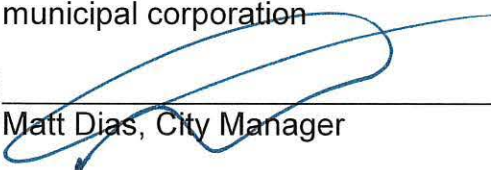
SECTION 30. ELECTRONIC SIGNATURES. Each party agrees that the signatures of the parties included in this Agreement, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic

signature through an electronic signature system such as DocuSign, are intended to authenticate this writing and to create a legal and enforceable agreement between the parties hereto.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the day and year set out at the top of this Agreement.



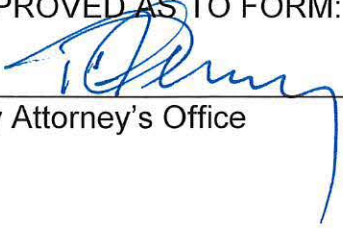
PARK CITY MUNICIPAL CORPORATION, a Utah
municipal corporation


Matt Dias, City Manager

ATTEST:


City Recorder's Office

APPROVED AS TO FORM:


City Attorney's Office

STRATTON & BRATT LANDSCAPES, LLC, a

Utah limited liability company

Address: 754 W. 700 S.

City, State, Zip: Pleasant Grove, Ut 84062

88315655501

Utah Contractor License No.

Tax ID#: 46-3218964


Signature

Zack Stratton

Printed name

CEO

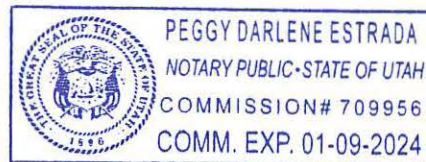
Title

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

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

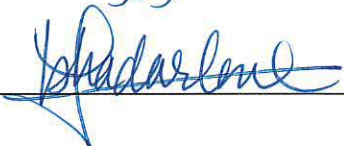
On this 10th day of August, 2020, personally appeared before me
Zack Stratton, whose identity is personally known to me/or proved
to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say
that he/she is the CEO (title or office) of STRATTON & BRATT
LANDSCAPES, LLC, a limited liability company, by authority of its Operating
Agreement/Member, and acknowledged that he/she signed it voluntarily for its stated
purpose as CEO (title) for STRATTON & BRATT LANDSCAPES,
LLC, a Utah limited liability company.

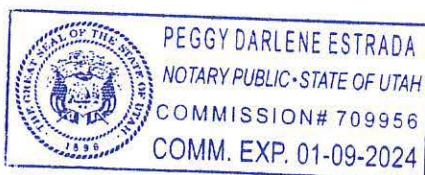
Peggy Darlene Estrada
Notary Public



I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the 10th day of August, 2020, at Utah / Utah County (insert State and County here).

Printed name Peggy Estrada

Signature: 





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/31/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Leavitt Insurance & Central Bond Services, Inc.
199 North Main
PO Box 757
Spanish Fork UT 84660

INSURED
Stratton and Bratt Landscapes, LLC
Bratt, Inc.
754 W 700 S
Pleasant Grove UT 84062

APPROVED

CONTACT NAME: Danise Worwood
PHONE (A/C, No, Ext): (801) 798-7343 FAX (A/C, No): (801) 798-3442
E-MAIL ADDRESS: danise-worwood@leavitt.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Midwest Family Mutual Ins Co	23574
INSURER B: WCF Mutual Insurance Company	10033
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 20/21 - GL, AU, UM & WC

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X		CPUT0560125564	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	X		CPUT0560125564	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CPUT0560125564	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y	N/A	3349854	7/1/2020	7/1/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job: Park City Prospector Ave. Park City Municipal Corporation, its officers, officials, employees and volunteers is included as an additional insured when required by written contract and only as outlined in the attached blanket endorsements #MFMBP036, #MFM ML2, and #WC 43

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

DeAnn Anderson/DEANDE

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LANDSCAPE PROPOSAL

CLIENT
Park City Municipal Corp.
 Attention **Corey Legge**
 Address
 City, State, ZIP Park City, Utah
 Email corey.legge@parkcity.org
 Phone

CONTRACTOR INFORMATION
 Company Stratton and Bratt
 Address 754 West 700 South
 City, State, ZIP Pleasant Grove, UT 84062
 Phone 801-785-8011
 Website www.strattonandbratt.com

PROJECT INFORMATION

Project Name **Prospector Avenue**
 Address
 City, State, ZIP Park City, UT
 Prepared By **Perry Bratt**
 Phone 801-602-9997
 Email perry@strattonandbratt.com
 Today's Date **10.5.20**

Change Order No. #01 Piping Where Sleeving Is Missing

NOTE:

SCOPE OF WORK

No.	Description	Qty	Unit	Total
1	Installing 2" lines in three places (two per place) where conduit was missing per the attached quote by True Trenchless. Note: this price includes our 15% mark up on True Trenchless's quote. See Quote attached.	1	LS	\$40,294.00
TOTAL:				\$40,294.00

NOTE: Deposit of \$10,000 is required by True Trenchless. The EXCLUSIONS True Trenchless has stipulated: "In the occurrence of any utility damage or obstruction of pipe burst, all work will stop until Project Manager is given all information. Work will resume once agreement of conflict is resolved." This price assumes that there are no obstacles e.g., utilities or concrete which prevents burst. If there is damage to utilities or other items in what presently appears to be a "clean" run, a change order will need to be issued for the repair or removal of such items or others will need to make these corrections in a timely manner. Based on what we have been told, we feel that there should be clean runs with no obstacles.

Contractor:
 Stratton & Bratt:

Date: _____
 Date: _____

Quality service since 1966!



LANDSCAPE PROPOSAL

CLIENT	Park City Municipal Corp.	CONTRACTOR INFORMATION
Attention	Corey Legge	Company Stratton and Bratt
Address		Address 754 West 700 South
City, State, ZIP	Park City, Utah	City, State, ZIP Pleasant Grove, UT 84062
Email	<u>corey.legge@parkcity.org</u>	Phone 801-785-8011
Phone		Website <u>www.strattonandbratt.com</u>

PROJECT INFORMATION

Project Name	Prospector Avenue	Prepared By Randy Anderson
Address		Phone 801-836-6020
City, State, ZIP	Park City, UT	Email <u>Randy@strattonandbratt.com</u>
		Today's Date 8.18.21

Change Order No. #08 Additional Concrete
 Additional Concrete at Prospector Ave

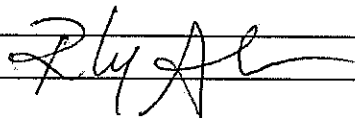
NOTE:

SCOPE OF WORK

No.	Description	Qty	Unit	Total
1	Concrete Installed Total sf	1497		
2	subtract S&B Utility Boxes sf	261.55		
3	subtract S&B Original Contract sf	64		
4	Take Off for poles and boxes sf	85		
5	Total Concrete Installed in addition to contract sf	1086.45	\$29.50	32050.275
TOTAL:				\$32,050.28

NOTE:

Contractor:
 Stratton & Brätt:



Date:

Date:

8-13-21

Quality service since 1966!



LANDSCAPE PROPOSAL

CLIENT
Park City Municipal Corp.
 Attention **Corey Legge**
 Address
 City, State, ZIP **Park City, Utah**
 Email corey.legge@parkcity.org
 Phone

CONTRACTOR INFORMATION
 Company **Stratton and Bratt**
 Address **754 West 700 South**
 City, State, ZIP **Pleasant Grove, UT 84062**
 Phone **801-785-8011**
 Website www.strattonandbratt.com

PROJECT INFORMATION

Project Name **Prospector Avenue**
 Address
 City, State, ZIP **Park City, UT**

Prepared By **Randy Anderson**
 Phone **801-836-6020**
 Email Randy@strattonandbratt.com
 Today's Date **8.16.21**

Change Order No. #06 Irrigation Repair
 Repaired irrigation due to damage by vehicles to irrigation system

NOTE:

SCOPE OF WORK

No.	Description	Qty	Unit	Total
1	Laborer	95	\$55.00	\$5,225.00
2	Irrigation parts			\$626.55
TOTAL:				\$5,851.55

NOTE:

Contractor:
 Stratton & Brätt:

[Signature]

Date:

Date:

8-13-21

Quality service since 1966!



LANDSCAPE PROPOSAL

CLIENT
Park City Municipal Corp.
 Attention **Corey Legge**
 Address
 City, State, ZIP **Park City, Utah**
 Email corey.legge@parkcity.org
 Phone

CONTRACTOR INFORMATION
 Company **Stratton and Bratt**
 Address **754 West 700 South**
 City, State, ZIP **Pleasant Grove, UT 84062**
 Phone **801-785-8011**
 Website www.strattonandbratt.com

PROJECT INFORMATION

Project Name **Prospector Avenue**
 Address
 City, State, ZIP **Park City, UT**

Prepared By **Randy Anderson**
 Phone **801-836-6020**
 Email Randy@strattonandbratt.com
 Today's Date **8.16.21**

Change Order No. #05 Sleeving Trenches

Filled in trenches in the fall when sleeves could not be located. Re excavated trenches in the spring for sleeving to take place

NOTE:

SCOPE OF WORK

No.	Description	Qty	Unit	Total
1	Laborer (fall)	10	\$55.00	\$550.00
2	Mini Ex w/operator (fall)	10	\$125.00	\$1,250.00
3	Laborer (spring)	40	\$55.00	\$2,200.00
4	Mini Ex w/operator (spring)	40	\$125.00	\$5,000.00
TOTAL:				\$9,000.00

NOTE:

Contractor:
 Stratton & Brätt:



Date:

Date:

8-13-21

Quality service since 1966!



LANDSCAPE PROPOSAL

CLIENT
Park City Municipal Corp.
 Attention **Corey Legge**
 Address
 City, State, ZIP **Park City, Utah**
 Email corey.legge@parkcity.org
 Phone

CONTRACTOR INFORMATION
 Company **Stratton and Bratt**
 Address **754 West 700 South**
 City, State, ZIP **Pleasant Grove, UT 84062**
 Phone **801-785-8011**
 Website www.strattonandbratt.com

PROJECT INFORMATION

Project Name **Prospector Avenue**
 Address
 City, State, ZIP **Park City, UT**

Prepared By **Randy Anderson**
 Phone **801-836-6020**
 Email Randy@strattonandbratt.com
 Today's Date **8.16.21**

Change Order No. #07 Irrigation Changes

Parts and labor due to change in piping and connections as a result of sleeving.

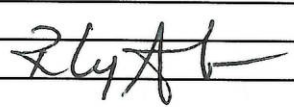
NOTE:

SCOPE OF WORK

No.	Description	Qty	Unit	Total
1	Laborer	120	\$55.00	\$6,600.00
2	Supervisor	30	\$77.00	\$2,310.00
3	Irrigation Parts			\$2,823.28
TOTAL:				\$11,733.28

NOTE:

Contractor:
 Stratton & Brätt:



Date:

Date:

8-13-21

Quality service since 1966!



MOUNTAINLAND
SUPPLY COMPANY
MLAG MOUNTAINLAND S
89 South 1500 West
PO BOX 10
Orem, UT 84058
801-224-6050
Fax 801-224-6058



Invoice

INVOICE DATE	INVOICE NUMBER
05/14/2021	S104097813.003
REMIT TO: MOUNTAINLAND SUPPLY COMPANY PO Box 127 OREM, UT 84059-0127	PAGE NO. 1 of 1

BILL TO:

SHIP TO:

STRATTON AND BRATT LANDSCAPES LLC
754 W 700 S
PLEASANT GROVE, UT 84062

PROSPECTOR AVE ENHANCEMENT
915 WEST 1300 SOUTH
RANDY 801-836-6020
RANDY ANDERSON 801-836-6020
SALT LAKE CITY, UT 84114

CUSTOMER NUMBER		CUSTOMER PO NUMBER		JOB NAME / RELEASE NUMBER		SALESPERSON		
140644		Prospector				DALAN BRIGGS		
WRITER			SHIP VIA		TERMS		SHIP DATE	ORDER DATE
DALAN BRIGGS			OT OUR TRUCK		NET 30TH		05/14/2021	05/13/2021
ORDER QTY	SHIP QTY	DESCRIPTION				UNIT PRICE	EXT PRICE	
3ea	3ea	NDS 118-20 2 PVC SLIP FIX CPLG PRO-SPAN EXPANSION REPAIR COUPLING RATED 200PSI STATIC PRESSURE 72DEG Pn: 434939				9.635/ea	28.91	
3ea	3ea	829-020 2 PVC S80 SS COUPLING SLIPxSLIP Pn: 1912				6.142/ea	18.43	
Black Pipe								

Invoice is due by 06/30/2021

Past Due invoices will be subject to 1.50% late charge.

ACH payments now accepted by logging into your online account. Need

Mountainland and Contractors have joined together as one company to make your business better! As of January 1, 2021 Contractors Heating and Cooling Supply will be known as Mountainland Supply Co. We are excited for what this change will mean for you, our valued customer!

Subtotal	47.34
S&H Charges	0.00
Tax	3.53
Payments	0.00
Amount Due	50.87

MOUNTAINLAND
SUPPLY COMPANY
MLAG MOUNTAINLAND S
89 South 1500 West
PO BOX 10
Orem, UT 84058
801-224-6050
Fax 801-224-6058



Invoice

139

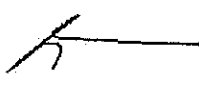
INVOICE DATE	INVOICE NUMBER
05/13/2021	S104097813.001
REMIT TO: MOUNTAINLAND SUPPLY COMPANY PO Box 127 OREM, UT 84059-0127	PAGE NO. 1 of 1

BILL TO:

SHIP TO:

STRATTON AND BRATT LANDSCAPES LLC
754 W 700 S
PLEASANT GROVE, UT 84062

PROSPECTOR AVE ENHANCEMENT
754 w. 700 s.
RANDY ANDERSON 801-836-6020
PLEASANT GROVE, UT 84062

CUSTOMER NUMBER		CUSTOMER PO NUMBER		JOB NAME / RELEASE NUMBER		SALESPERSON		
140644		Prospector				DALAN BRIGGS		
WRITER			SHIP VIA		TERMS		SHIP DATE	ORDER DATE
DALAN BRIGGS			OT OUR TRUCK		NET 30TH		05/13/2021	05/13/2021
ORDER QTY	SHIP QTY	DESCRIPTION					UNIT PRICE	EXT PRICE
6ea	6ea	802-248 2x3/4 PVC S80 SST TEE SLIPxSLIPxFIP Pn: 244294 05-13-2021 11:51:11 AM  Randy Black pipe					13.618/ea	81.71

Invoice is due by 06/30/2021

Past Due invoices will be subject to 1.50% late charge.

ACH payments now accepted by logging into your online account. Need

Mountainland and Contractors have joined together as one company to make your business better! As of January 1, 2021 Contractors Heating and Cooling Supply will be known as Mountainland Supply Co. We are excited for what this change will mean for you, our valued customer!

Subtotal	81.71
S&H Charges	0.00
Tax	5.92
Payments	0.00
Amount Due	87.63

MOUNTAINLAND
SUPPLY COMPANY
MLAG MOUNTAINLAND S
89 South 1500 West
PO BOX 10
Orem, UT 84058
801-224-6050
Fax 801-224-6058



Invoice

140

INVOICE DATE	INVOICE NUMBER
06/03/2021	S104133490.001
REMIT TO: MOUNTAINLAND SUPPLY COMPANY PO Box 127 OREM, UT 84059-0127	PAGE NO. 1 of 1

BILL TO:

SHIP TO:

STRATTON AND BRATT LANDSCAPES LLC
754 W 700 S
PLEASANT GROVE, UT 84062

PROSPECTOR AVE ENHANCEMENT
PROSPECTOR AVE FROM BONANZA TO
COMSTOCK
RANDY ANDERSON 801-836-6020
PARK CITY, UT 84060

CUSTOMER NUMBER		CUSTOMER PO NUMBER		JOB NAME / RELEASE NUMBER		SALESPERSON		
140644		PROSPECTOR				DALAN BRIGGS		
WRITER			SHIP VIA		TERMS		SHIP DATE	ORDER DATE
GRIFFIN SMITH			OT OUR TRUCK		NET 30TH		06/03/2021	06/02/2021
ORDER QTY	SHIP QTY	DESCRIPTION				UNIT PRICE	EXT PRICE	
15ea	15ea	75-33088 2 HDPE HARGO MALE ADAPTER **GREEN** Pn: 147154				24.978/ea	374.67	
15ea	15ea	835-020 2 PVC S80 FEMALE ADAPTER SLIPxFIP Pn: 355777				17.785/ea	266.78	
20ea	20ea	806-020 2 PVC S80 SS 90 ELBOW SLIPxSLIP Pn: 2166				4.932/ea	98.64	
10ea	10ea	817-020 2 PVC S80 SS 45 ELBOW SLIPxSLIP Pn: 2370				11.646/ea	116.46	
3ea	3ea	816-020 2 PVC S80 SS 22-1/2 ELBOW SLIPxSLIP Pn: 5037				13.689/ea	41.07	
06-03-2021 08:31:24 AM S104133490.001  SAB Black Pipe								

Invoice is due by 07/31/2021

Past Due invoices will be subject to 1.50% late charge.

ACH payments now accepted by logging into your online account. Need

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Subtotal	897.62
S&H Charges	0.00
Tax	65.08
Payments	0.00
Amount Due	962.70



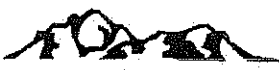
INVOICE DATE	INVOICE NUMBER
08/29/2021	S104183593.001
REMIT TO: MOUNTAINLAND SUPPLY COMPANY PO Box 127 OREM, UT 84059-0127	PAGE NO. 1 of 1

PROSPECTOR AVE ENHANCEMENT
754 W 700 S
ATTN: Randy/Alfredo
RANDY ANDERSON 801-836-6020
PLEASANT GROVE, UT 84062

CUSTOMER NUMBER		CUSTOMER PO NUMBER		JOB NAME / RELEASE NUMBER		SALESPERSON	
140644		Prospector				DALAN BRIGGS	
WRITER			SHIP VIA		TERMS		SHIP DATE
DALAN BRIGGS			OT OUR TRUCK		NET 30TH		06/29/2021
ORDER QTY		SHIP QTY		DESCRIPTION		UNIT PRICE	
						EXT PRICE	
20ea	20ea	817-020 2 PVC S80 SS 45 ELBOW SLIPxSLIP Pn: 2370				11.646/ea	232.92
20ea	20ea	816-020 2 PVC S80 SS 22-1/2 ELBOW SLIPxSLIP Pn: 5037				13.689/ea	273.78
20ea	20ea	835-020 2 PVC S80 FEMALE ADAPTER SLIPxFIP Pn: 355777				17.785/ea	355.69
4ea	4ea	3/4x520 TEFLON TAPE Pn: 16855				1.100/ea	4.40
06-29-2021 04:02:56 PM S104183593.001 LINE <i>Black Pipe</i>							

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Subtotal	866.79
S&H Charges	0.00
Tax	62.84
Payments	0.00
Amount Due	929.63



MOUNTAINLAND
SUPPLY COMPANY
MLAG MOUNTAINLAND S
89 South 1500 West
PO BOX 10
Orem, UT 84058
801-224-6050
Fax 801-224-6058



Invoice

INVOICE DATE	INVOICE NUMBER
07/01/2021	S104183593.002
REMIT TO: MOUNTAINLAND SUPPLY COMPANY PO Box 127 OREM, UT 84059-0127	PAGE NO. 1 of 1

BILL TO:

STRATTON AND BRATT LANDSCAPES LLC
754 W 700 S
PLEASANT GROVE, UT 84062

SHIP TO:

PROSPECTOR AVE ENHANCEMENT
754 W 700 S
ATTN: Randy/Alfredo
RANDY ANDERSON 801-836-6020
PLEASANT GROVE, UT 84062

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
140644	Prospector		DALAN BRIGGS	
WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE
DALAN BRIGGS	TURF TRUCK	NET 30TH	07/01/2021	06/29/2021
ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
20ea	20ea	75-33088 2 HDPE HARCO MALE ADAPTER **GREEN** Pn: 147154 <i>Black Pipe</i>	24.978/ea	499.57

Invoice is due by 08/31/2021

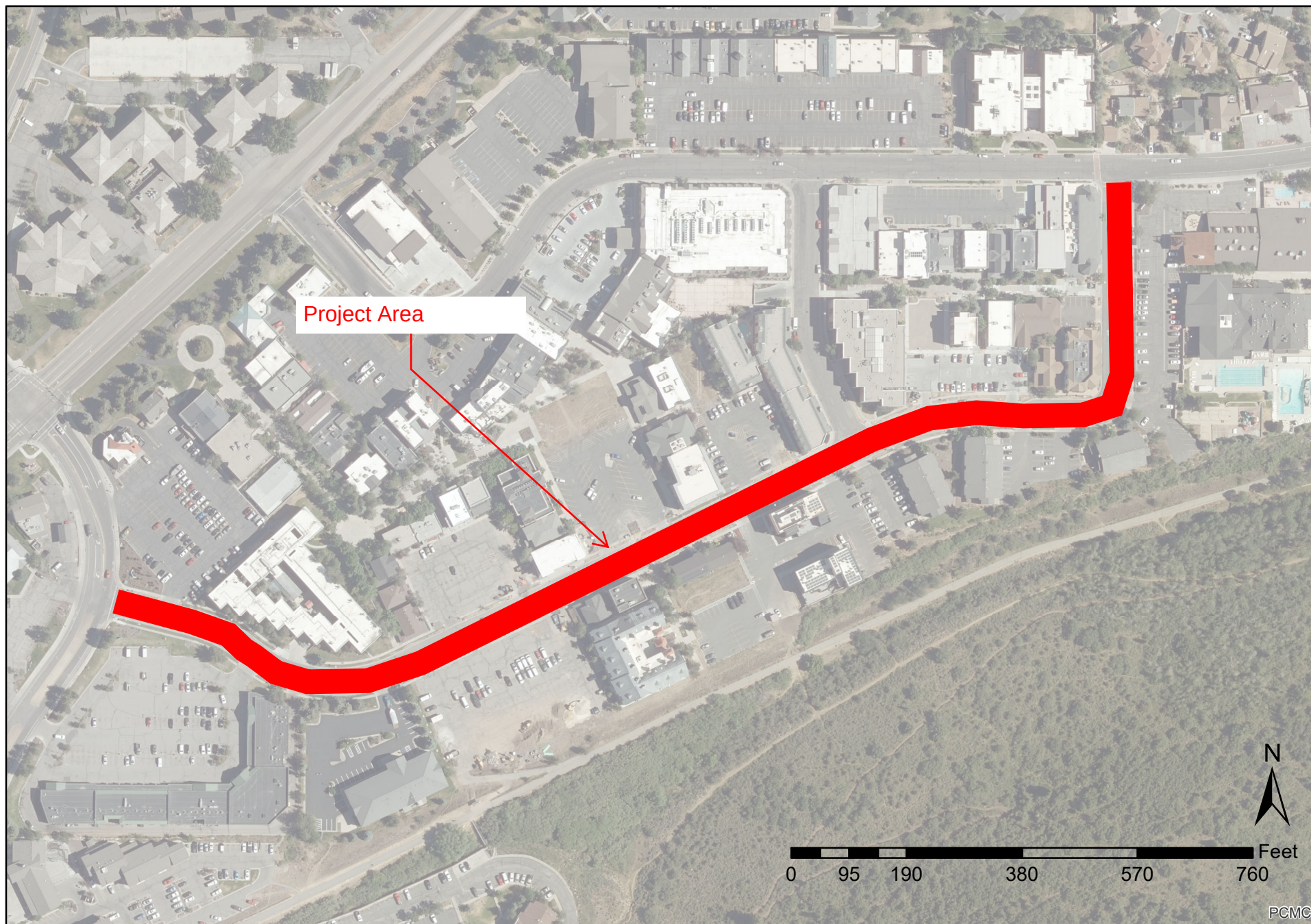
Past Due invoices will be subject to 1.50% late charge.

ACH payments now accepted by logging into your online account. Need

Mountainland and Contractors have joined together as one company to make your business better! As of January 1, 2021 Contractors Heating and Cooling Supply will be known as Mountainland Supply Co. We are excited for what this change will mean for you, our valued customer!

Subtotal	499.57
S&H Charges	0.00
Tax	36.22
Payments	0.00
Amount Due	535.79

Prospector Avenue and Gold Dust Lane Project Area



Council Agenda Item Report

Meeting Date: October 7, 2021

Submitted by: John Robertson

Submitting Department: Engineering

Item Type: Staff Report

Agenda Section:

Subject:

Request to Authorize the City Manager to Enter into a Design Services Contract with Wall Consultant Group for Engineering Services Related to the Review of the Transportation and Traffic Studies Submitted on Behalf of the Deer Valley Snow Park Redevelopment Project in an Amount Not to Exceed \$45,908 in a Form Approved by the City Attorney

Suggested Action:

Attachments:

[Deer Valley Transportation Consultant Contract Staff Report](#)

[Exhibit A: Wall Consultant Group Bid](#)

City Council Staff Report



Subject: Deer Valley Snow Park Village Third Party
Traffic/Transportation Consultant Contract
Author: John Robertson, PE, City Engineer
Department: Engineering
Date: October 07, 2021
Type of Item: Consent

Recommendation

Authorize the City Manager to execute a Design Professional Services Agreement with Wall Consultant Group (WCG), in a form approved by the City Attorney, not to exceed \$45,908.00.

Executive Summary

Deer Valley Ski Resort (DV) is proposing to develop the Snow Park parking lots by adding a hotel, event center, and residential/commercial uses. DV has submitted a master development application for the proposed project. As required with the application, a traffic impact study (TIS) was included with the submitted documentation.

In order to operate more efficiently and reduce turnaround times for consultant services, in July 2020 the City issued a request for qualifications to build a list of preferred transportation professionals to provide various services across the city, including preparation and review of traffic impact studies.

For this project, Engineering issued to the preferred providers a scope of required work and request for a fee to provide third party review and comment on the TIS submitted for the proposed project. Three proposals were received and reviewed by three departments. WCG was selected as the firm to act as the third-party consultant to help review all submitted documentation related to traffic/transportation to the proposed development to ensure compliance with accepted standards of practice and point out, where applicable, differences in professional opinion.

Background

To augment City staff, Transportation Planning issued a request for qualifications and created a list of qualified consultants to assist the City in various tasks (design/analysis) related to traffic and transportation that occurs within the City due to development. Several consultants were selected to assist the City in the review of submitted traffic impact studies to ensure that the submitted analysis are conducted using professional standards, codes, and the City's Land Management code. A scope of work was sent to four consultants for a requested fee for services. Three firms responded with a requested fee and submitted a list of experience related to the required services.

Deer Valley has submitted a planning application for development of the Snow Park parking lots into a hotel, event center, and other commercial/residential uses. Included with the development are the construction of underground parking structures to accommodate day skier parking as well as the proposed new uses. As required, a TIS has been prepared to evaluate traffic impacts to roadway corridors and adjacent intersections. WCG will help evaluate and review all submitted traffic analysis and reports to ensure that the documents were prepared using accepted traffic standards of practice and meet the requirements of the City Municipal and Land Management codes.

In addition to the TIS, DV may also be required to submit a parking analysis, transportation demand model, and geometric approval drawings including intersection modifications. WCG will also be required to review and comment on each of these documents. WCG will also attend Planning Commission meetings, and the various meetings between the developer and City. The fee for these services submitted by WCG is \$45,908.

Analysis

To meet the statutory review timelines of the submitted documents related to traffic/transportation, it is necessary to bring on additional resources to properly analyze and vet the submitted application and impacts.

Department Review

This staff report has been reviewed by the City Manager, Community Development, Budget and the Attorney's Office.

Funding Source

The General, fund including the applicant's reimbursement, will be used to cover the cost for these services. Any fees submitted by WCG that exceed the applicant's reimbursement amount will be covered by various funding sources identified by the several departments reviewing the project.

Attachments

- A: WCG proposal



GARY HORTON, SE

25 Years' Experience
Previous Summit County Engineer
Project Management, Geometric Design, Constructability, and Cost Estimate Review. Public Meeting Presentation



JEREMY SEARLE, PE, PTOE

11 Years' Experience
Traffic Analysis, Land Use Code, TDM / PMP, Parking, and Multi-Modal Review



TIM TAYLOR, PE, PTOE

28 Years' Experience
Large Area Multi-Modal Planning, Complete Streets, Safety Analysis, Quality Control Review



AARON OLSON, PE

13 Years' Experience
Geometric Design, ROW, Utility, and Feasibility Review

EXAMPLE PROJECTS

Canyons Resort Drive & Transportation Master Plan | 2017 – 2020

1

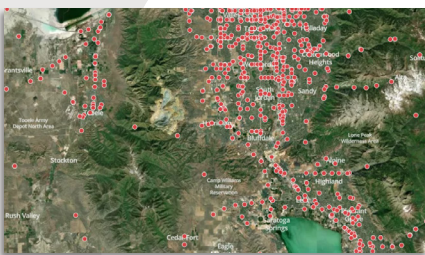


In coordination with Summit County, Vail Management Company, and TCFC, WCG designed plans to widen one mile of the current roadway to a five-lane typical section with bike lanes and trail improvements. As part of the planning, analysis, and design, our team identified solutions to increase transit priority and encourage alternate modes of transportation. Our team designed improvements to widen the existing single-lane roundabout at Canyons Resort Drive and Frostwood Drive to a dual-lane roundabout for additional capacity. When designing the roundabout improvements, our team adhered to the latest FHWA design guidelines, analyzed the fastest path, and evaluated turning radii using AutoTURN software. While designing the expansion of this roundabout, our team considered the number of visitors that frequent this area and designed the signing and striping to help guide a variety of users through the roundabout.

In relation to this project Jeremy worked closely with the project team to complete the traffic analysis and determine the needs of the corridor and key intersections. This was part of a larger effort to complete the transportation master plan for the Canyons. This involved in depth traffic analysis to identify and implement trip reduction strategies including increased transit usage, active transportation, shuttle service, rideshare programs, employee incentives, etc.

UDOT Traffic & Safety Program Management | 2009 – current

2



Since 2009, WCG has provided in-house traffic and safety program support to UDOT. As part of this role, our staff has had the responsibility to review all of the signal warrant, left-turn, pedestrian, speed, and ball-bank studies completed by the UDOT Traffic Studies process. This included a detailed review of the analysis, data collection, methodology, and report. In addition, WCG also manages the Intersection Control Evaluation (ICE) program, which includes a detailed review of all ICE studies completed. The ICE study review includes the traffic and safety analysis, roadway design layout and cost estimates, cost – benefit calculations, and operations and maintenance costs. Our experience working as an extension of our clients staff to review all types of transportation document submittals is vital to the success of the Deer Valley Resort Redevelopment project.

Payson City Code & ON-call Traffic engineering | 2020 – current

3



WCG serves as the on-call traffic engineer for Payson City, and performs all types of traffic engineering analysis for the City. This includes intersection and pedestrian analyses, signal warrants, parking studies, and presenting to City Council and Planning Commission on numerous occasions. In addition, WCG was hired to review and update portions of Payson City Code, including the transit-oriented development, parking, and street sections. WCG understand the importance of knowing the details of the code, standards, and procedures when completing detailed reviews and ensuring the interests of our client. Our experience and knowledge in reviewing and updating City Code is critical to the success of the Deer Valley Resort Redevelopment project.

DEER VALLEY RESORT REDEVELOPMENT SUPPORT

Services: Transportation / Traffic System Review Support

		Project Manager	Transportation Engineer	Quality Control	Designer	Administration	HOURS PER TASK	COST PER TASK
		Gary Horton	Jeremy Searle	Tim Taylor	Aaron Olson	Lori Brainard		
	RATE	\$150.00	\$150.00	\$165.00	\$130.00	\$100.00		
TASK DESCRIPTION	LABOR HOURS:							
1 Management / Coordination*	40	50				8	98	\$14,300.00
2 Technical Review**	20	60	10	20			110	\$16,250.00
3 Findings / Recommendations	16	20	10				46	\$7,050.00
4 Planning Commission / City Council Hearings	32	16	4				52	\$7,860.00
TOTAL LABOR HOURS	108	146	24	20	8		306	
RAW LABOR COSTS	\$16,200.00	\$21,900.00	\$3,960.00	\$2,600.00	\$800.00		\$45,460.00	\$45,460.00

Direct Expense Summary	Amount	Rate	Total
Mileage	800	\$0.560	\$ 448.00
8 1/2 x 11 Prints - Color	0		\$
11x 17 Prints	0		\$
8 1/2 x 11 Prints	0		\$
Pothole	0		\$

Total Direct Expenses \$448.00

Direct Expenses	\$448.00
Sub-Consultants	
Labor Costs	\$45,460.00

TOTAL \$45,908.00

*It is assumed that either Gary or Jeremy will attend the bi-weekly phone calls depending on the nature of the submittals and planned discussion.

** It is assumed that the submittals have received a quality control review internally by the submitting firm, and that WCG is receiving quality documents.

It is assumed bi-weekly meetings will be 45 minutes in length.

It is assumed Planning Commission / City Council Hearings are 2.5 hours in length.

Council Agenda Item Report

Meeting Date: October 7, 2021

Submitted by: Heinrich Deters

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Request to Approve an Agricultural Grazing Lease with SR Kivett for the Approximately 65-acre, City-Owned Naniloa Parcel, Located on the North Side of Interstate 80, in a Form Approved by the City Attorney

Suggested Action:

Attachments:

[2021 Naniloa Agricultural Lease Staff Report](#)

[Exhibit A: Naniloa Agricultural Lease 2021-2024 Draft](#)

City Council Staff Report

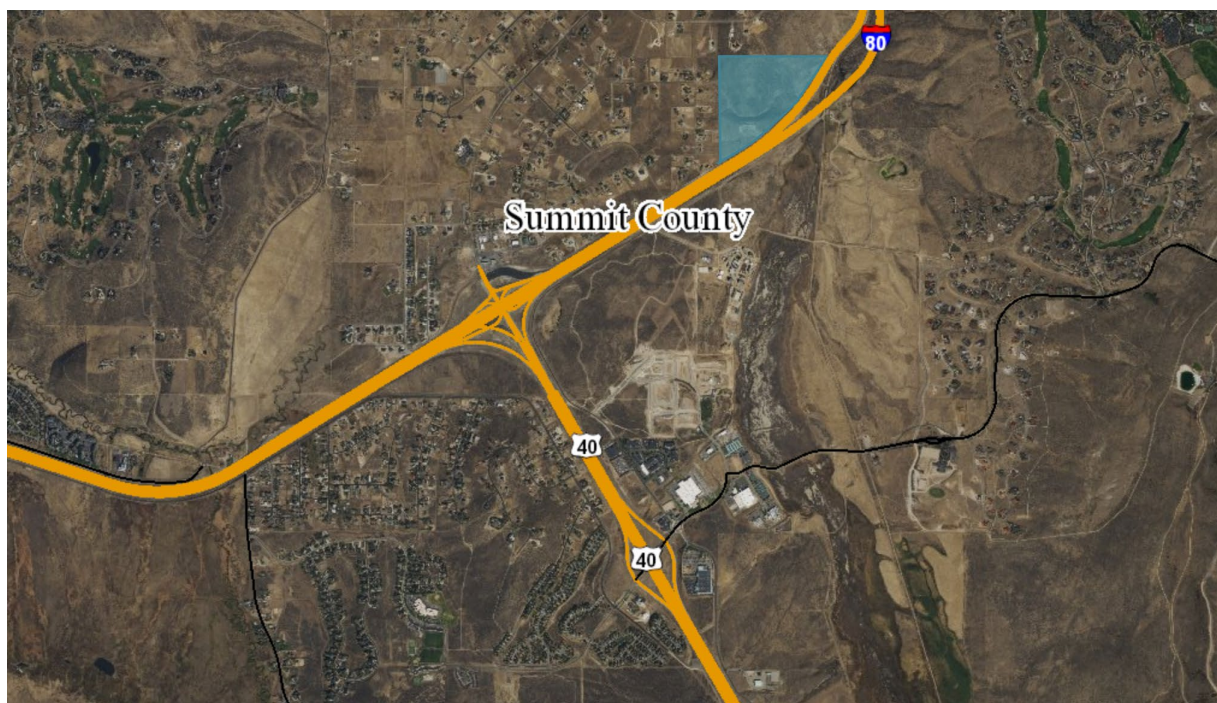
Subject: Agricultural Lease- Naniloa Property
Author: Heinrich Deters- Trails & Open Space Manager
Department: Sustainability
Date: October 7, 2021
Type of Item: Consent

Recommendation

Approve an Agricultural Grazing Lease with SR Kivett for the approximately 65-acre, city-owned Naniloa Parcel, in a form approved by the City Attorney. (Exhibit A)

Executive Summary

Staff recommends City Council approve an agricultural lease with SR Kivett for a city-owned property on the north side of Highway 80, noted in blue below, in a form approved by the City Attorney.



Background

Park City Municipal Corporation has a long history of agricultural leases on City-owned property.

- The City acquired the Naniloa property in 1990. The property has not been identified to a specific use since acquisition.
- The City has leased the property to SR 'Doc' Kivett since 1996.
- This extension would be the third related to the original lease. (1996-2016, 2016-2021)

Analysis

Staff is recommending Council approve the Agricultural Lease as contemplated within this report for the following reasons:

- Maintains the historic rural environment.
- Aids in the mitigation of noxious weeds.
- Aids in the maintenance of fences located on the property.
- Staff finds that the grazing use contemplated saves the City money in terms of open space maintenance specifically associated with noxious weed abatement.
- Property contemplated is not encumbered with a third-party conservation easement.
- The current lease allows for an extension if approved by City Council and City Attorney.

Considerations specific to the property.

In 2020, staff received complaints about hunting on the property from residents in the neighborhood. Staff posted additional no-hunting signage and has spoken with the lessee to ensure the prohibition is recognized and enforced.

Staff is aware that a frisbee golf course has been created within the property boundaries. Staff has never received a complaint about the improvements and does not recommend any restrictions or limitations on the use as it does not appear to impact the grazing lease. In consultation with the Legal Department, Staff has placed additional signage on the property identifying it as PCMC owned, and protection under the landowner limited liability act.

Funding

The annual rent for the lease is \$200. The lessee is responsible for any taxes related to the use of the property.

Department Review

This report has been reviewed by the Sustainability, Legal and Executive Departments.

EXHIBIT A- Draft Lease

S.R. KIVETT AGRICULTURAL LEASE AGREEMENT

THIS INDENTURE OF LEASE (hereinafter “Lease”), by and between PARK CITY MUNICIPAL BUILDING AUTHORITY (hereinafter “Landlord”), and **S.R. KIVETT** (hereinafter “Tenant), collectively referred to as the “Parties” is executed this 1st day of _____. The Parties hereby agree as follows:

1. Base Lease Terms:

a)	Premises	Approximately 65 acres (Exhibit A). County: Summit County State: Utah Parcel Numbers: PRIVTAX-18, PRIVTAX-19 Property Name: City-Owned Naniloa Parcels SS-21-A-X, SS-29-C-X	
b)	Term	Years: Three (3) Commencement Date: November 1, 2021 Expiration Date: October 31, 2024 Termination Period (Lease may be terminated at any time for any reason upon the following Notice): 10 days	
c)	Rent	Annual Rental: \$200 Payment: Due Annually November 1st	
d)	Landlord Address General Correspondence:	<table border="1"><tr><td>Park City Municipal Building Authority 455 Marsac P.O. Box 1480 Park City, UT 84060 Attention: <u>Heinrich Deters</u></td></tr></table>	Park City Municipal Building Authority 455 Marsac P.O. Box 1480 Park City, UT 84060 Attention: <u>Heinrich Deters</u>
Park City Municipal Building Authority 455 Marsac P.O. Box 1480 Park City, UT 84060 Attention: <u>Heinrich Deters</u>			
e)	Property Manager	Park City Municipal Corporation 455 Marsac P.O. Box 1480 Park City, UT 84060 Attention: <u>Heinrich Deters</u>	
f)	Tenant Address	S.R. Kivett 7710 N. Whileaway Rd. Park City, UT. 84098 Phone: [REDACTED] Email: [REDACTED] Social Security [REDACTED]	

f)	Insurance	<u>General Liability</u> <u>Park City Building Authority named as</u> <u>additionally insured</u>

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

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

4. Rent. Tenant shall pay annually to Landlord on or before November 1st.

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

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

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

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

8. Payment of Taxes. As government entities, Landlord has no real estate taxes due and owing on said leased Premises. Tenant shall take no action causing Landlord to incur any additional tax liability. Tenant shall pay all taxes due on its personal property used or kept on the Premises, and Tenant shall pay any taxes imposed by the

governmental authority on rental payments or on the leasehold separate from ad valorem taxes of the real estate.

9. Use of Leased Premises. Tenant shall use the leased premises for the purpose of grazing operations and for no other purposes without the prior written consent of Property Manager. Without enlarging or modifying the permitted use as set forth herein, Tenant shall not commit, suffer nor allow any of the following to be done or conditions to exist on the Premises, without the prior written consent of Property Manager, which may be granted or withheld in Landlord's sole discretion: (i) any public or private nuisance; (ii) any business, trade or activity which, in Landlord's sole opinion, is noxious, unreasonably noisy or offensive; (iii) any action that defaces, damages or harms the Premises; (iv) the installation, maintenance, or use of any underground storage tank and/or any above-ground, leak-proof containers; (v) the entering into of any contract, including but not limited to any contract between Tenant and any vendor, processor, packager or canner, without specifically subordinating the contract to Landlord's interest in the Lease, notifying Landlord of the contract, and providing Landlord with a copy of the fully-executed contract; (vi) planting, growing, cultivating, harvesting or selling any crop; and (vii) any conduct or condition which, in Landlord's sole opinion, is illegal, obscene, or morally offensive but not otherwise expressly mentioned above.

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

- (a) Grazing is limited annually to May 1 through October 31.
- (b) Tenant agrees to remove the livestock from the property each evening.
- (c) Tenant acknowledges that there is no water available on the property and further acknowledges that any water rights, sources, or use associated in any way with the Premises, use of such water is subject to state water law.
- (d) To apply the principles of good husbandry at all times for the grazing operations.
- (e) To keep any fences if applicable, on the leased Premises in as good repair and condition as they are at the commencement of the lease, or in as good repair and condition as they may be put by Landlord during the term of the lease, whichever is better, ordinary wear, loss by fire, or unavoidable destruction excepted.
- (f) To prevent all unnecessary waste, or loss, or damage to the property of Landlord and to abate dust upon the property as required or encouraged by governmental authority having jurisdiction of the property.
- (g) To keep the Premises neat and orderly.

(h) Not to allow noxious weeds to go to seed on the leased Premises, but to destroy them, and to keep trimmed the weeds and grasses on the roads adjoining the leased Premises.

(i) Not to perform any work on water courses or ditches, or undertake any other operation that will injure the leased Premises.

(j) Not to disturb or plow land without the consent of Property Manager.

(k) Not to house automobiles, motor trucks, or tractors in the barns or to have inoperable vehicles on the leased Premises without the written permission of Property Manager.

(l) To dispose of or use any hazardous materials in accordance with Section 28 of this Lease.

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

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

(o) Hunting on the property, without landowner or Property Manager permission is strictly prohibited.

Landlord reserves the right to enter upon the leased Premises at any reasonable time for the purpose of viewing or inspecting the Premises or making repairs or improvements on or to the Premises, provided that such entry and activity shall not interfere with the cattle grazing permitted under the terms of this Lease, subject to the reserved rights enumerated in Paragraph 26 of this Lease.

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

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

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

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

15. Insurance.

(a) Tenant shall procure and maintain for the duration of this Lease, general liability insurance against claims for injuries to persons or damage to property which may arise from or in connection with this Lease by Tenant, his agents, representatives, employees, volunteers or subcontractors.

(b) Landlord shall be named as an additional insured on the insurance policies, as respect to by or on behalf of Tenant and a copy of the endorsement naming the Landlord as an additional insured shall be attached to the Certificate of Insurance. The Certificate of Insurance shall warrant that the Landlord shall receive 30 days advance notice of cancellation. Landlord reserves the right to request certified copies of any required policies.

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

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

16. Indemnities.

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

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

(c) No liability shall attach to the City/Landlord by reason of entering into this Agreement except as expressly provided herein.

17. Surrender. Tenant shall, upon the expiration of the Term or earlier termination of this Lease, peacefully surrender the Premises to Landlord in substantially the same condition as it was received by Tenant, ordinary wear and tear for livestock operations excepted, and deliver to Landlord all keys associated with the Premises. Tenant acknowledges the fixed nature of the Term, and agrees that any Personal Property remaining on the Premises after the expiration of the term or the earlier termination of the Lease shall, at the election of Landlord, become the property of Landlord and shall be deemed abandoned in accordance with the Laws of the State of Utah. Tenant hereby waives any and all right to compensation for any work or performed by Tenant, including any rights arising under any Laws and the doctrine of emblements. Landlord shall have the right to remove, store, sell and dispose of Personal Property and retain any proceeds derived there from pursuant to any and all applicable Laws.

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

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

Tenant attempts to assign or sublet the Premises without Landlord's written consent, such assignment or sublease is ineffective, invalid, and otherwise void.

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

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

22. Default.

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

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

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

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

(i) Cure the Event of Default at the expense of Tenant, in which case any costs incurred by Landlord in curing the Event of Default shall be due and payable to Landlord within thirty (30) days after receipt of an invoice therefore;

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

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

(iv) Bring an action for collection of damages caused by Tenant's

breach of the Lease;

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

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

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

25. Hazardous Materials/Poisons.

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

migrating on or from the Premises or adjacent property, or disposing of Hazardous Materials into the environment.

(b) Use of Permitted Materials. Tenant may store upon the Premises and use only those herbicides, pesticides, fertilizers or other foreign chemicals or substances that are approved by the United States Department of Agriculture and by the Department of Agriculture of the State in the minimal quantities required by Tenant's operations ("Permitted Materials"). Any and all such materials and substances shall be applied in strict compliance with instructions contained on the label or furnished by the manufacturer thereof. Tenant shall keep appropriate records regarding the application of the Permitted Materials and provide copies of such records to Landlord upon Landlord's request. No experimental poisons or herbicides or sewage sludge or other byproduct of sewage shall be applied to the Premises. No soil-applied sterilant or semi-sterilant shall be applied to any portion of the Premises without the prior written consent of Landlord. Tenant shall not apply any organic material on the Premises without the prior written consent of Landlord, which consent must be obtained prior to each application of organic material and which consent may be withheld in the sole discretion of Landlords. In the event the Landlord gives such consent, Tenant shall keep appropriate records regarding the application of any such organic material, and make those available to Landlord at its request. Landlord may require additional soil testing before any organic material application(s) in Landlord's sole discretion.

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

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

waste manifests, bills of lading or other related documentation upon request by Landlord. Tenant shall promptly provide Landlord with notice of any discovery of any Hazardous Materials located on the Premises, or any notices or correspondence related to the presence of Hazardous Materials or any claim made or threatened, concerning Hazardous Materials associated with the Premises or Tenant's operations thereon. Tenant's representations, warranties, indemnifications and obligations under this Section 16 shall survive the expiration or termination of this Lease.

26. Reservation Rights.

(a) General Reservation. Landlord reserve the right to use any and all roads, highways, ditches, canals, railways, pipelines, utility facilities, irrigation facilities, water retention basins and storm/sewer facilities that may be located on the Premises. Landlord also reserve and retains all minerals, coal, carbons, hydrocarbons, oil, gas, chemical elements and compounds, whether in solid, liquid or gaseous form, and all steam and other forms of thermal energy on, in or under the Premises land (collectively "Mineral Rights"), and the Parties acknowledge and agree that the Mineral Rights are not included as part of the Premises. Tenant acknowledges and agrees that this Lease is subject to the reservation of the Mineral Rights, and the Landlord and/or other owners or lessees of the Mineral Rights have the right to enter upon the Premises Land to prospect for, drill for, produce, mine, extract, remove, inject and store such oil, gas and other minerals in, on, from and through the Premises.

(b) Environmental Reservation. Landlord reserves the right to use any and all Premises property as necessary, in Landlord's sole discretion. Landlord also reserves the right to require Tenant to corral livestock as necessary, in Landlord's sole discretion, to allow onsite work on the Property. RESERVED RIGHTS MAY INTERFERE WITH THE OCCUPANCY OF TENANT.

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

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

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

the Premises.

30. Severability. Any provision of this Lease which is prohibited by, or unlawful, or unenforceable under Utah law shall be ineffective only to the extent of such prohibition, without invalidating the remaining provisions of this Lease.

31. Applicable Law: Jurisdiction. This Lease is governed by the laws of the State of Utah. Any action of law, suit in equity, or judicial proceeding of the enforcement of this Lease, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

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

LANDLORD:

PARK CITY MUNICIPAL BUILDING AUTHORITY

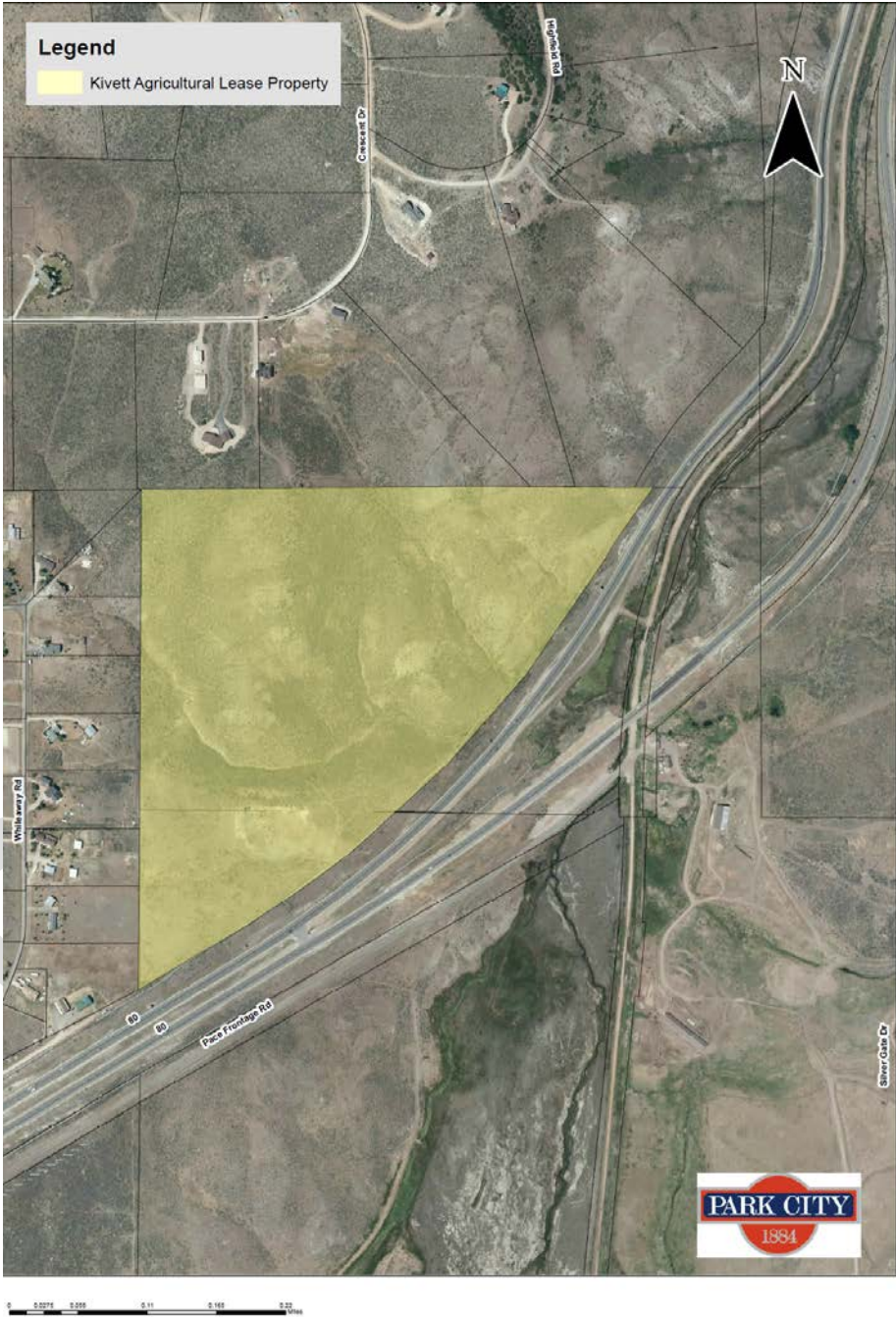
TENANT:

S.R. KIVETT

Approved as to form:

Mark Harrington, City Attorney Park City Municipal Corporation

Exhibit A Lease Map



City Council Staff Report



Subject: 91 & 95 King Road Plat Amendment
Application: PL-21-04775
Author: Browne Sebright
Date: October 7, 2021
Type of Item: Administrative – Plat Amendment

Recommendation

1) Review the requested Plat Amendment, 2) conduct a public hearing, and 2) consider approving Ordinance 2021-39.

Description

Applicant: Dean and Roma Polce (91 King Rd), Jeffery Love (95 King Rd), represented by Marshall King, Alliance Engineering
Location: 91 King Road & 95 King Road
Zoning District: Historic Residential - Low Density (HRL)
Adjacent Land Uses: Single-Family Residential Dwellings
Reason for Review: Plat amendments require Planning Commission recommendation and City Council action¹

Acronyms

HRL Historic Residential - Low Density
LMC Land Management Code
ROW Right-of-Way

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

Summary

91 and 95 King Road are non-historic Single-Family Dwellings in the Historic Residential - Low Density (HRL) Zoning District that occupy Lots 23, 24, and 25 in Block 76 of the Park City Survey, shown in the photo below. The properties front King Road and slope steeply up to Ridge Avenue. According to Summit County Assessor information, 91 King Road was constructed in 1970, and 95 King Road was re-constructed in 1996, after the original home was destroyed in a fire. The Applicant proposes a two-lot subdivision to remove internal Lot lines and to dedicate a portion of the property to the Ridge Avenue Right-of-Way to begin the process for future renovation and redevelopment.

On September 8, 2021, the Planning Commission held a public hearing and unanimously forwarded a positive recommendation to City Council. See meeting minutes [here](#), beginning on page 16. Staff report is linked [here](#), beginning on page 173.

¹ LMC [§ 15-7.1-2\(B\)](#).



Figure 1. Image of 91 King Road (left) and 95 King Road (right), from Google Maps.

Both 91 King Road and 95 King Road have received Variances from the Board of Adjustment for the non-complying characteristics of the properties.

On September 19, 1995, the Board of Adjustment granted 95 King Road Variances for minimum Lot size, Front Setback, and Side Setbacks. The Board of Adjustment granted Variances based on Findings of Facts that included the history of the structure having been severely damaged by fire in March of 1995, that strict enforcement of the minimum lot size and setbacks would create an unreasonable hardship given the history of the piece of property, and that the granting of the Variances would reduce the degree of incompatibility with the Historic District and non-conformity with the Land Management Code. For 95 King Road, this allowed the Owners to rebuild a Single-Family Dwelling on the property that was Non-Complying with Setbacks of the 1995 Land Management Code, but that was less Non-Complying than the original building that was damaged by fire (Exhibit F).

On August 24, 2021, the Board of Adjustment granted Variances to 91 King Road for minimum Lot size, Lot width, and Front and Side Setbacks. These Variances were granted based on Findings of Fact, including how strict enforcement of the minimum lot size and setbacks would create an unreasonable hardship given the history of the piece of property, and that the granting of the Variances would reduce the degree of incompatibility with the Historic District and non-conformity with the Land Management Code. Conditions of Approval 1 through 5 outline that the Variances for Setbacks are only applicable to the existing Non-Complying Structure, and that future construction on the Lot will be required to comply with the Setback regulations of the Zoning District in which it is located (Exhibit G).

Analysis

The Planning Commission holds a public hearing and makes a recommendation to City

Council; the City Council reviews and takes action on a plat amendment.²

(I) The proposed plat amendment complies with the Historic Residential – Low Density Zoning District requirements.

One of the purposes of the Historic Residential – Low Density (HRL) Zoning Districts is to “provide an area of lower density Residential Use within the old portion of Park City”³ and Single-Family Dwellings are an Allowed Use within the HRL Zoning District.⁴

The purpose of the Historic Residential – Low Density (HRL) District is to:

1. reduce density that is accessible only by substandard Streets, so these Streets are not impacted beyond their reasonable carrying capacity,
2. provide an Area of lower density Residential Use within the old portion of Park City,
3. preserve the character of Historic residential Development in Park City,
4. encourage the preservation of Historic Buildings and/or Structures,
5. encourage construction of Historically Compatible Structures that contribute to the character and scale of the Historic District and maintain existing residential neighborhoods.
6. establish Development review criteria for new Development on Steep Slopes which mitigate impacts to mass and scale and the environment, and
7. define Development parameters that are consistent with the General Plan policies for the Historic core.

The table below outlines the HRL Zoning District Lot requirements:⁵

Requirement	Analysis of 91 King Road	Analysis of 95 King Road
Minimum Lot Size is 3,750 square feet	Variance Granted Proposed Lot Size is 2,298.04 SF.	Variance Granted Proposed Lot Size is 3,135.14 SF.
Minimum Lot Width: 35 feet, measured 15 feet from the front Lot line	Variance Granted Lot Width is 32 feet.	Complies Lot Width is 43.5 feet.
The maximum Building Footprint is calculated based on the following formula: $\text{MAXIMUM FP} = (A/2) \times 0.9^{A/1875}$	Condition of Approval 14 Please see the analysis below for the recommended Maximum Building Footprint.	Condition of Approval 15 Please see the analysis below for the recommended Maximum Building Footprint.
Minimum Front Setback	Variance Granted	Variance Granted

² LMC [§ 15-7.1-2](#).

³ LMC [§ 15-2.1-1\(B\)](#).

⁴ LMC [§ 15-2.1-2\(A\)\(1\)](#).

⁵ LMC [§ 15-2.1-3](#).

for Lots up to 75 feet in depth: 10 feet	Front Setback is 4-5 feet. Any additions to the existing Structure and all new Structures must comply with the required Setbacks.	Front Setback is 6-7 feet. Any additions to the existing Structure and all new Structures must comply with the required Setbacks.
Minimum Rear Setback for Lots up to 75 feet in depth: 10 feet	Complies Rear Setback is 33 feet to proposed Rear Lot Line. Any additions to the existing Structure and all new Structures must comply with the required Setbacks.	Complies Rear Setback is 27.5 feet to proposed Rear Lot Line. Any additions to the existing Structure and all new Structures must comply with the required Setbacks.
Minimum Side Setback for Lot width up to 37.5 feet: three feet	Variance Granted Side Setback is 0.3-1.5 feet. Any additions to the existing Structure and all new Structures must comply with the required Setbacks.	Variance Granted Side Setback is 3.5-6 feet. Any additions to the existing Structure and all new Structures must comply with the required Setbacks.
Building Height shall not exceed 27 feet from Existing Grade	Complies Existing building is less than 27 feet from Existing Grade. Any additions to the existing Structure and all new Structures must comply with the required Building Height.	Complies Existing building is less than 27 feet from Existing Grade. Any additions to the existing Structure and all new Structures must comply with the required Building Height.
Snow Release	Condition of Approval 10 Site plans and Building designs must resolve snow release issues to the satisfaction of the Chief Building Official.	Condition of Approval 10 Site plans and Building designs must resolve snow release issues to the satisfaction of the Chief Building Official.

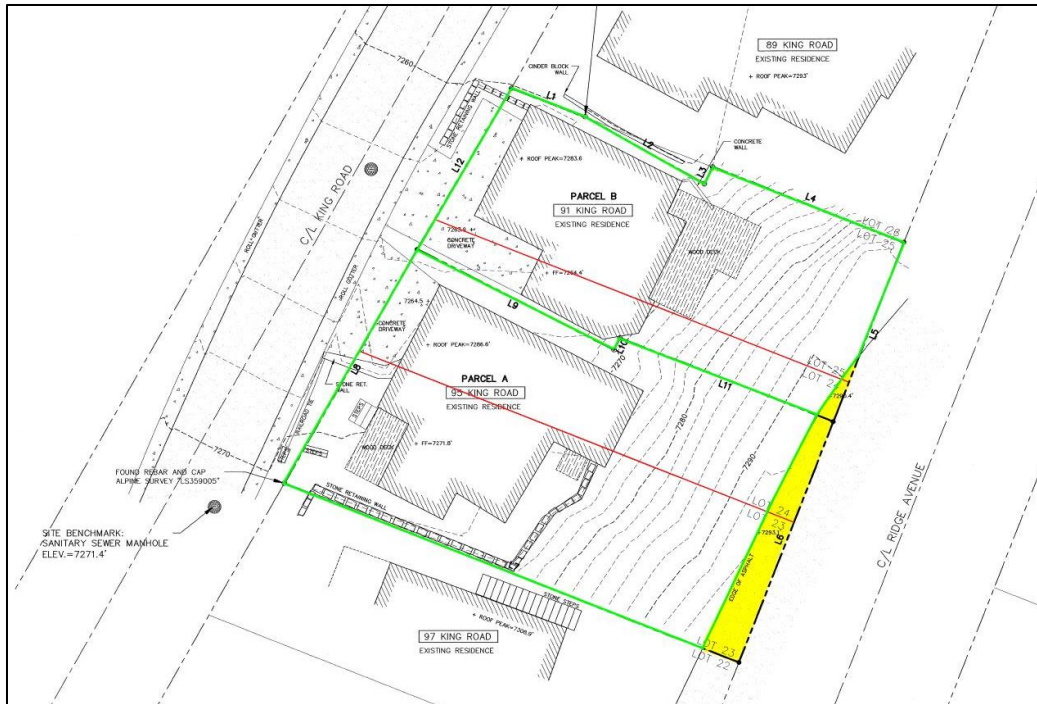


Figure 2. Survey of 91 & 95 King Road depicting the internal lines that divide the two properties (in red), the proposed Lot Lines (in green), and the area to be dedicated for the Ridge Avenue ROW (in yellow).

For both Properties, Staff recommends that any additions to the existing Structure and all new Structures must comply with the required Setbacks of the Zoning District (Condition of Approval 19).

(II) Staff recommends Conditions of Approval to comply with LMC § 15-7.3-2, General Subdivision Requirements.

The Planning Commission and City Council have the authority to regulate the Subdivision of land and to attach reasonable conditions to the Subdivision.⁶ The City Council also must take into consideration requirements of the Land Management Code, the General Plan, and Sensitive Lands Analysis, including the topography and natural features of the Property. Please see Exhibit C to view the existing conditions for the area.⁷

Land Management Code [§ 15-7.3-2](#) requires the following for Subdivisions:

Requirement	Proposal
The Subdivision name must not duplicate the name of any other Subdivision in Summit County	Complies Staff confirmed with Summit County that 91 & 95 King Road Plat Amendment does not duplicate an existing Subdivision.
Limits of Disturbance	Condition of Approval 8

⁶ LMC [§ 15-7-6](#).

⁷ LMC [§ 15-7.1-6\(C\)](#).

	Limits of Disturbance must be shown on the Final Plat, subject to Planning Director approval. A separate plan, which addresses Limits of Disturbance and vegetation protection will be required prior to submitting a building permit.
Driveway and Utility Lines shall work with Existing Grade	Condition of Approval 6 The driveway and utility lines should be designed to work with Existing Grade and cut and fill Slopes should be minimized.
Existing natural drainage shall be maintained	Condition of Approval 9
Soil conditions and ground water existence shall be considered	Condition of Approval 5 The property is not within the Soils Ordinance. However, if the property owner encounters mine waste or mine waste impacted soils, they must handle the material in accordance with State and Federal law.
Fire Sprinkling	Condition of Approval 3 Interior and exterior fire sprinkler systems may be required by the Park City Fire District at the time of Building Permit review.

(III) Staff recommends Conditions of Approval to comply with LMC Section 15-7.3-3, General Lot Design Requirements.

Land Management Code [§ 15-7.3-3](#) requires the following for Subdivisions:

Requirement	Proposal
The Lot arrangement shall be such that there will be no foreseeable difficulties for reasons of topography or other conditions and in providing reasonable driveway access	Complies The proposed Plat Amendment accommodates the existing building footprints and allows for future renovation or redevelopment that complies with the Land Management Code.
The building envelope shall minimize disturbance of existing vegetation	Condition of Approval 7 All Significant Vegetation that is removed shall be replaced in kind.
Square Footage	Conditions of Approval 14 and 15 Please see the analysis below for the recommended Maximum Building Footprint.
In general, lot lines shall be radial to curving street lines	Complies The proposed Lot Lines are generally

	radial from King Road, with exceptions to accommodate the existing building footprints.
Lot drainage shall be laid out to provide positive drainage away from the Single-Family Dwellings in accordance with the International Building Code	Condition of Approval 11
Limits of Disturbance and Vegetation Protection	Condition of Approval 8 Limits of Disturbance must be shown on the Final Plat, subject to Planning Director approval. A separate plan, which addresses Limits of Disturbance and vegetation protection will be required prior to submitting a building permit.
Revegetation, Seed, and Sod	Condition of Approval 12 All disturbed areas on the Lot shall be covered with topsoil and revegetated.
Debris and Waste	Condition of Approval 13 No cut trees, timber, debris, earth, rocks, stones, soil, junk, rubbish, or other waste materials of any kind shall be buried in any land or left or deposited on the Lot at the time of a Certificate of Occupancy.

(IV) Staff Recommends that the City Council establish Maximum Building Footprints in a manner that is consistent with the requirements of the HRL Zoning District and similar Plat Amendment applications, to be shown on the final Plat.

Because of the unique history of development in Old Town Park City, there are instances where Public Roads are constructed outside of Dedicated Rights-of-Ways, but where years of continued demonstrated use establishes a Prescriptive Easement. To encourage the dedication of roads and to clean up irregularities where Public Roads cross through existing Lots, Staff have previously recommended establishing Maximum Building Footprints that are calculated from the pre-dedication configuration of Lots (Exhibit H).

Staff recommends that City Council establish Maximum Building Footprints for 91 King Road and 95 King Road using the Maximum Footprint formula established in LMC [§ 15-2.1-3\(E\)](#) ($\text{MAXIMUM FP} = (A/2) \times 0.9^{A/1875}$), that is based on the original configuration of the Parcels prior to the proposed Plat Amendment. These Maximum Building Footprints will be indicated on the final Plat (Conditions of Approval 14 and 15). The table below summarizes the proposed Maximum Building Footprints.

	91 King Road – Existing Parcel	91 King Road – Proposed Lot	95 King Road – Existing Parcel	95 King Road – Proposed Lot
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Total Property Size	2,314.04 Square Feet	2,298.04 Square Feet	3,346.82 Square Feet	3,135.14 Square Feet
Maximum Building Footprint	1,015.94 Square Feet	1,009.82 Square Feet	1,386.52 Square Feet	1,314.36 Square Feet
Existing Building Footprint	1,006 Square Feet		1,099 Square Feet	

(V) There is Good Cause for the 91 & 95 King Road Plat Amendment because (A) removal of the Lot lines resolves existing issues, (B) portions of the property that include Ridge Avenue, a Public Street, are dedicated, and (C) snow easements are dedicated on both King Road and Ridge Avenue.

Land Management Code [§ 15-15-1](#) defines *Good Cause* as “[p]roviding positive benefits and mitigating negative impacts, determined on a case by case basis to include such things as: providing public amenities and benefits, resolving existing issues and non-conformities, addressing issues related to density, promoting excellent and sustainable design, utilizing best planning and design practices, preserving the character of the neighborhood and of Park City and furthering the health, safety, and welfare of the Park City community.”

Staff and the Planning Commission find Good Cause for this Plat Amendment as the removal of the Lot Lines removes lot lines under the existing houses; dedicates portions of the property that include Ridge Avenue, a Public Right-of-Way, to the City; and dedicates snow easements on both King Road and Ridge Avenue.

The Land Management Code [§ 15-7.3-1\(A\)](#) establishes that all Subdivision Plats must comply with the Official Streets Master Plan, General Plan, Official Zone Map, Trails Master Plan, and public utilities plans as adopted by City Council. The Streets Master Plan (Exhibit I) establishes that in Old Town, many roads were built to conform to the topography and are often outside of the dedicated Rights-of-Way. Because they have been used by the public for a long time, these streets exist on prescriptive easements. The Streets Master Plan states that Rights-of-Ways should be acquired so that the roadways can be upgraded to the recommended minimum standards.

This Plat Amendment dedicates a prescriptive easement as a Right-of-Way, encourages orderly and beneficial Development, and complies with Historic Residential – Low Density Zoning District Lot and Site Requirements and enables future renovations and redevelopment of the properties that comply with the Land Management Code.

(VI) The Development Review Committee identified future Right-of-Way issues and requires Conditions of Approval.

This project has gone through an interdepartmental review. The Engineering

Department noted that the applicant must agree to a Condition of Approval that if at some point in the future King Road is re-aligned or at the time of redevelopment of the property, the applicant will be responsible for the removal of retaining walls and other structures in the Right-of-Way at their sole expense and in an expeditious manner (within 90 days of written notice) (Conditions of Approval 16 and 17). Additionally, to provide for roads that can accommodate snow removal, the Applicant will need to enter into a Snow Storage Easement Agreement for King Road and Ridge Avenue that will be recorded with the Summit County Recorder's Office. Condition of Approval 4 requires the Snow Storage Easement to be shown on the final plat.

The current width of Ridge Avenue behind 91 King Road and 95 King Road ranges from fourteen feet (14') to twenty feet (20').

The Streets Master Plan indicates that the "Ultimate Recommended Pavement Width" for this section of Ridge Avenue is twenty-five feet (25'). Upon review by the Development Review Committee, the Park City Fire District indicated that the minimum requirement for a fire vehicle access road is 20 feet. If parking is to be allowed on either side of the road, the minimum is 26 feet. If parking is allowed on both sides of the road, the width should be at least 32 feet. The Fire District indicated that the narrowness of Ridge Avenue is a problem, and that any widening would be an improvement.

The Applicant proposes dedicating up to the edge of asphalt, which would maintain a Right-of-Way for Ridge Avenue that ranges from fourteen feet (14') to twenty feet (20'). Staff recommends that the Final Plat show a road dedication for Ridge Avenue that accommodates a twenty-foot (20') pavement width of the road, not to extend beyond the dedicated Right-of-Way, subject to review and approval of the City Engineer for compliance with City Standards (Condition of Approval 18).

Department Review

The Development Review Committee reviewed this application on May 25, 2021. No issues were raised other than those noted above.

Notice

Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on September 22, 2021. Staff mailed courtesy notice to property owners within 300 feet on September 22, 2021. The *Park Record* published notice on September 22, 2021. LMC [§ 15-1-21](#).

Public Input

Staff did not receive any public input prior to the publication of this Staff Report.

Exhibits

Exhibit A: Ordinance No. 2021-39

Exhibit B: Block 76 Plat, Park City Survey

Exhibit C: Existing Conditions

Exhibit D: 91 and 95 King Road Proposed Plat Amendment

Exhibit E: Applicant's Statement
Exhibit F: Board of Adjustment Approval of 95 King Road Variance (1995)
Exhibit G: Board of Adjustment Approval of 91 King Road Variance (2021)
Exhibit H: Baer Subdivision (2001)
Exhibit I: Streets Master Plan (1984) – Old Town Area Excerpt

Ordinance No. 2020-39

AN ORDINANCE APPROVING THE 91 & 95 KING ROAD PLAT AMENDMENT, LOCATED AT 91 KING ROAD AND 95 KING ROAD, PARK CITY, UTAH

WHEREAS, the owners of the property located at 91 King Road and 95 King Road petitioned the City Council for approval of the 91 & 95 King Road Plat Amendment to create two Lots of Record; and

WHEREAS, on August 25, 2021, the *Park Record* published notice for the Planning Commission public hearing; and

WHEREAS, on August 25, 2021, staff mailed courtesy notice to property owners within 300 feet, posted notice to the Utah Public Notice Website and City Website, and posted notice to the property for the Planning Commission public hearing; and

WHEREAS, on September 22, 2021, the *Park Record* published notice for the City Council public hearing; and

WHEREAS, on September 22, 2021, staff mailed courtesy notice to property owners within 300 feet, posted notice to the Utah Public Notice Website and City Website, and posted notice to the property for the City Council public hearing; and

WHEREAS, on September 8, 2021, the Planning Commission reviewed the proposed 91 & 95 King Road Plat Amendment and held a public hearing; and

WHEREAS, on September 8, 2021, the Planning Commission forwarded a positive recommendation for City Council's consideration on October 7, 2021; and

WHEREAS, on October 7, 2021, the City Council reviewed 91 & 95 King Road Plat Amendment and held a public hearing; and

WHEREAS, the 91 & 95 King Road Plat Amendment is consistent with the Park City Land Management Code, including Chapters 15-2.1, and Sections 15-7.3-2 and 15-7.3-3.

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

SECTION 1. APPROVAL. The 91 & 95 King Road Plat Amendment is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. On August 31, 2021, the Planning Department received a complete Plat Amendment Application.

2. The properties are located at 91 King Road and 95 King Road.
3. 91 and 95 King Road are described by metes and bounds and include Lots 24 and 25, Block 76, Millsite Reservation to Park City. PC-697-A. PC-700-A.
4. 91 King Road and 95 King Road were constructed across Lot lines.
5. The current configuration of these lots has been in place since 1992.
6. Prior to 1979, 91 and 95 King Road were in the R-1 Zoning District.
7. From 1997 to 2000, both properties were in the HR-1 Zoning District.
8. Since 2000, both properties have been in the HRL Zoning District.
9. In addition to creating two Lots, this Plat Amendment accommodates the dedication of King Road, a Public Right-of-Way.
10. On September 19, 1995, the Board of Adjustments granted 95 King Road Variances for minimum Lot size, Front Setback, and Side Setbacks.
11. On August 24, 2021, the Board of Adjustments granted Variances to 91 King Road for minimum Lot size, Lot width, and Front and Side Setbacks.
12. The Applicant proposes the 91 & 95 King Road Plat Amendment to create an 2,298 square foot Lot and a 3,135 square foot Lot in the Historic Residential - Low Density Zoning District for Single-Family Dwellings.
13. The proposed Plat Amendment complies with the purposes of the Historic Residential - Low Density Zoning District.
14. The proposed Subdivision complies with the Lot and Site requirements for the Historic Residential - Low Density Zoning District.
15. The proposed Subdivision complies with Land Management Code Section 15-7.3-2, as outlined in the staff report, and conditioned below.
16. The proposed Subdivision complies with Land Management Code Section 15-7.3-3, as outlined in the staff report, and conditioned below.
17. Plat Amendments shall be reviewed according to Section 15-7.1-6 Final Subdivision Plat and approval shall require (a) a finding of Good Cause, and (b) a finding that no Public Street, Right-of-Way, or easement has been vacated or amended.

Conclusions of Law

1. There is Good Cause for this Subdivision because the removal of the Lot lines resolves existing issues, portions of the property that include Ridge Avenue, a Public Street, are dedicated, and snow easements are dedicated on both King Road and Ridge Avenue.
2. The Subdivision complies with Land Management Code Chapters 15-2.1, as well as Sections 15-7.3-2 and 15-7.3-3.
3. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
4. Approval of the Subdivision, subject to the conditions stated below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.

2. The applicant shall record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one years, this approval will be void, unless the applicant submits a request for an extension in writing prior to the expiration date and an extension is granted by the City Council.
3. The plat shall note that fire sprinklers are required for all new construction, to be approved by the Chief Building Official. Interior and exterior fire sprinkler systems may be required by the Park City Fire District at the time of Building Permit review.
4. A non-exclusive ten-foot public snow storage easement on King Road and Ridge Avenue shall be dedicated on the plat.
5. The property is not located within the Soils Ordinance and therefore it is not regulated by the City for mine-related impacts. However, if the property owner encounters mine waste or mine waste impacted soils, they must handle the material in accordance with State and Federal law.
6. City Engineer review and approval of all lot grading, utility installations, public improvements and drainage plans for compliance with City standards is a condition precedent to building permit issuance.
7. All Significant Vegetation that is removed shall be replaced in kind.
8. Limits of Disturbance that protect Significant Vegetation shall be approved by the Planning Director and shown on the final plat.
9. Existing natural drainage shall be maintained.
10. Site plans and Building designs shall resolve snow release issues to the satisfaction of the Chief Building Official.
11. Lot drainage shall be laid out to provide positive drainage away from the Single-Family Dwelling in accordance with the International Building Code.
12. All disturbed areas on the Lot shall be covered with topsoil and revegetated.
13. No cut trees, timber, debris, earth, rocks, stones, soil, junk, rubbish, or other waste materials of any kind shall be buried in any land or left or deposited on the Lot at the time of a Certificate of Occupancy.
14. The plat notes shall state that the Maximum Building Footprint for 91 King Road is 1,015.94 square feet.
15. The plat notes shall state that the Maximum Building Footprint for 95 King Road is 1,386.52 square feet.
16. Prior to Plat recordation, the Applicant shall either remove the existing retaining wall encroachments from the City Right-of-Way or enter into an Encroachment Agreement with the City that includes these encroachments conditioned by the City Engineer.
17. If at some point in the future King Road is re-aligned or at the time of redevelopment of the property, the applicant shall be responsible for the removal of retaining walls and other structures in the Right-of-Way at their sole expense and in an expeditious manner (within 90 days of written notice). The Applicant is responsible of securing appropriate City approvals and permits before any work on the encroachments can begin.
18. The Final Plat shall show a road dedication that accommodates a twenty foot (20') pavement width for Ridge Avenue for the road, subject to review and approval of the City Engineer for compliance with City Standards, not to extend beyond the dedicated Right-of-Way.

19. Any additions to the existing Structures and all new Structures shall comply with the required Setbacks of the Zoning District.

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

PASSED AND ADOPTED this 7th Day of October, 2021.

PARK CITY MUNICIPAL CORPORATION

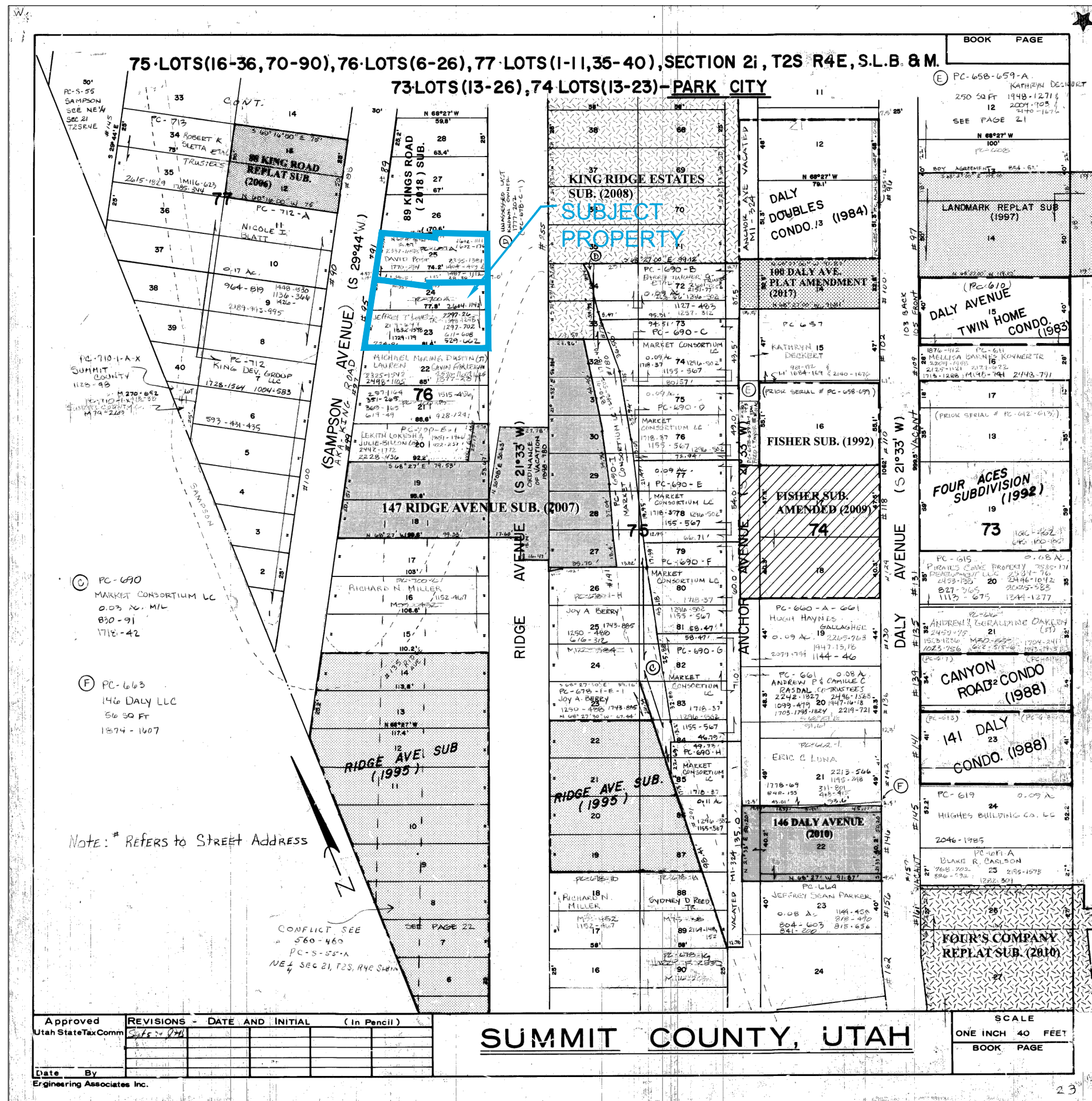
Andy Beerman, MAYOR

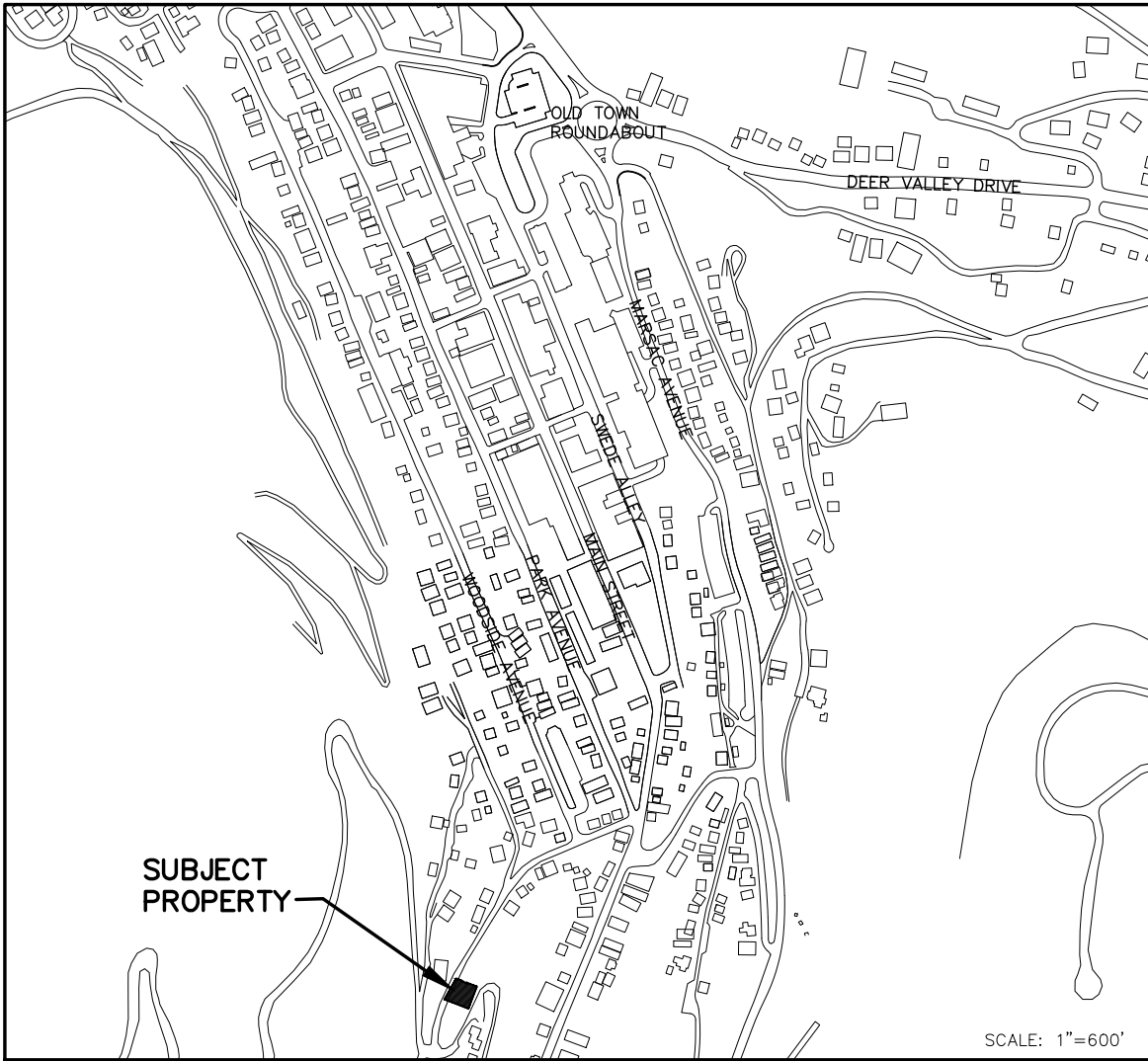
ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney's Office





VICINITY MAP

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that the undersigned is the owner of the above described tract of land, and hereby causes the same to be divided into lots and streets, together with easements as set forth to be hereafter known as 91 & 95 KING ROAD PLAT AMENDMENT and hereby dedicates for the perpetual use of the public all roads and other areas shown on this plat as intended for public use. The undersigned owner also hereby conveys to any and all public utility companies a perpetual, non-exclusive easement over the public utility easements shown on this plat, the same to be used for the installation, maintenance and operation of utility lines and facilities. The undersigned owner also hereby conveys any other easements as shown on this plat to the parties indicated and for the purposes shown hereon.

In witness whereof, the undersigned set his hand this _____ day of _____, 2021.

By: _____
David Post

ACKNOWLEDGMENT

STATE OF _____
: ss.
COUNTY OF _____

On this _____ day of _____, 2021, David Post personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, that he acknowledged to me that he executed 91 & 95 KING ROAD PLAT AMENDMENT.

By: _____
Notary Public
Printed Name _____
Residing in: _____
My commission expires: _____
Commission No. _____

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that Jeffrey T. Love, or successor, as Trustee of the Jeffrey T. Love Living Trust dated May 25, 2010, hereby certifies that they have caused this plat amendment to be made, together with easements as set forth to be hereafter known as 91 & 95 KING ROAD PLAT AMENDMENT and does hereby dedicate for the perpetual use of the public the areas shown on this plat as intended for public use. The undersigned owner also hereby conveys to any and all public utility companies a perpetual, non-exclusive easement over any public utility easements shown on this plat, the same to be used for the installation, maintenance and operation of utility lines and facilities. The undersigned owner also hereby conveys any other easements as shown on this plat to the parties indicated and for the purposes shown hereon.

In witness whereof, the undersigned set his hand this _____ day of _____, 2021.

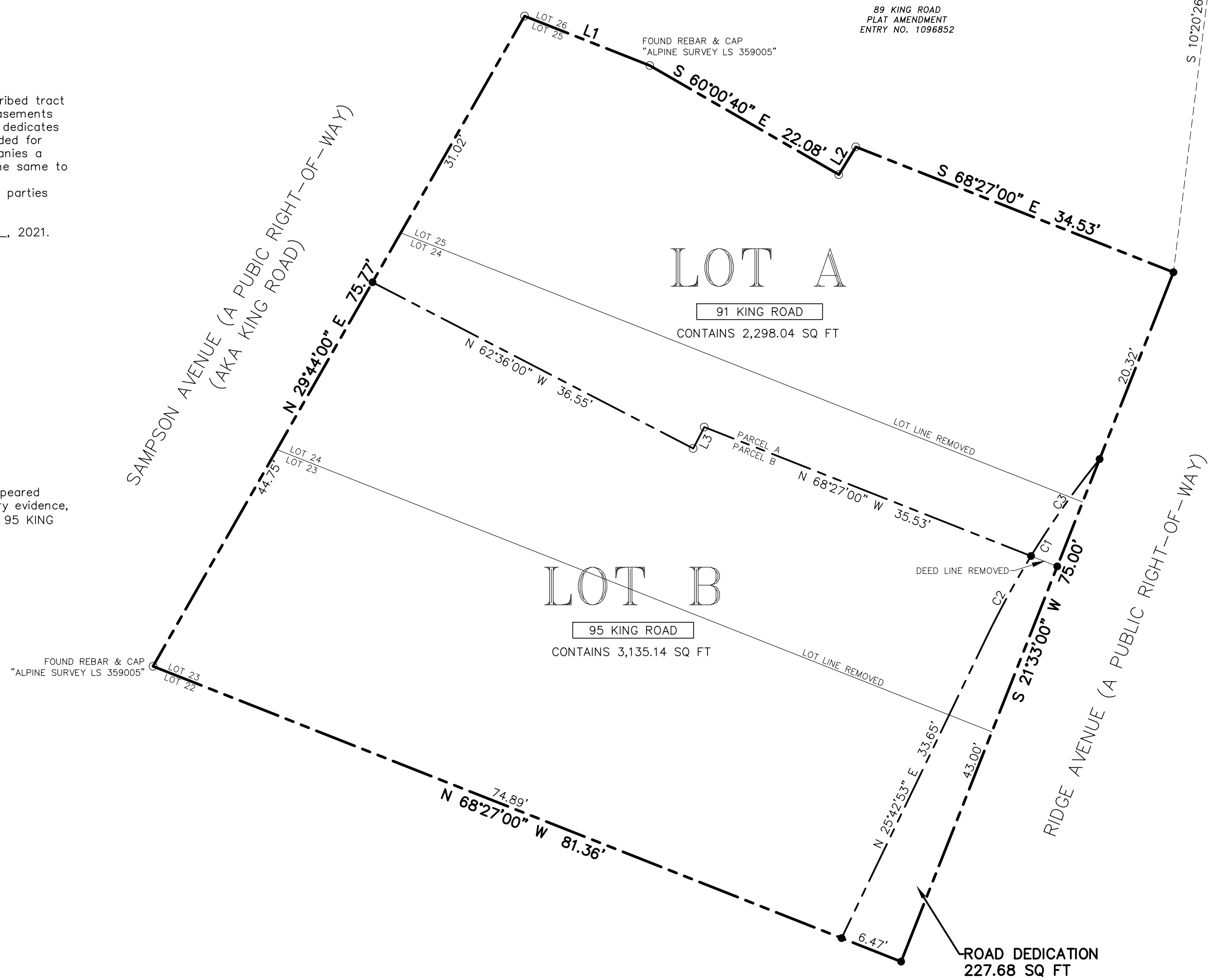
By: _____
Jeffrey T. Love, Trustee

ACKNOWLEDGMENT

State of _____
: ss.
County of _____

On this _____ day of _____, 2021, Jeffrey T. Love personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is the Trustee of the Jeffrey T. Love Living Trust dated May 25, 2010, and that said document was signed by him on behalf of said Trust by authority of the Trust, and he acknowledged to me that he executed 91 & 95 King Road Plat Amendment.

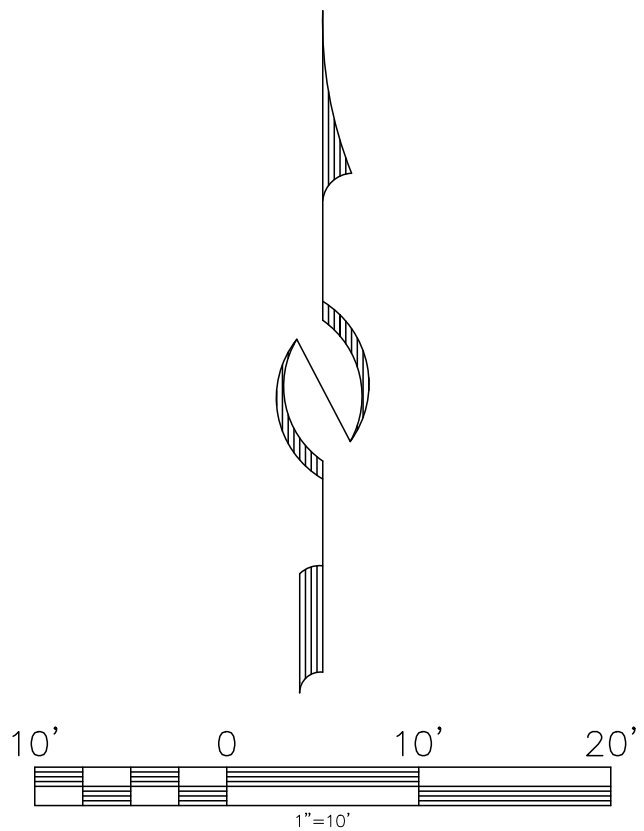
A Notary Public commissioned in _____
Printed Name _____
Residing in: _____
My commission expires: _____
Commission No: _____



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S 68°27'00" E	13.62'
L2	N 31°31'08" E	3.29'
L3	S 27°24'00" W	2.44'

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	93.00'	21.55'	13°16'27"
C2	93.00'	9.52'	05°51'52"
C3	93.00'	12.03'	07°24'35"

- LEGEND
- Set 5/8" Rebar w/cap "ALLIANCE ENGINEERING" or Nail and Washer
 - Found Rebar and Cap Stamped "R. POHL LS173736" (unless otherwise noted)



SURVEYOR'S CERTIFICATE

I, Charles Galati, certify that I am a Professional Land Surveyor and that I hold License No. 7248891 as prescribed under the laws of the State of Utah. I further certify that by authority of the owners I have made a survey of the tract of land shown on this plat, and described hereon, and have subdivided said tract of land into two lots, together with easements, hereafter to be known as 91 & 95 KING ROAD PLAT AMENDMENT, and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

LEGAL DESCRIPTION

LOT A

Parcel 1:

Beginning at the Northeast corner of Lot 25, Block 76, Millsite Reservation to Park City; according to the official plat thereof, on file and of record in the Summit County Recorder's Office; and running thence South 21°33' West 32.0 feet; thence North 68°27' West 38.38 feet; thence South 27°24' West 1.25 feet; thence North 62°36' West between two existing houses 36.50 feet; thence North 29°44' East 29.83 feet; thence South 68°27' East 13.62 feet; thence South 60°00'40" East 15.87 feet; thence North 29°59'20" East 2.35 feet; thence South 68°27' East 40.90 feet to the point of beginning.

Less and Excepting therefrom:

Beginning at a point that is North 68°27'00" West 34.53 feet from the Northeast property corner of Lot 25, Block 76 of The Millsite Reservation to Park City; according to the official plat thereof, on file and of record in the Summit County Recorder's Office; thence North 68°27'00" West, a distance of 6.20 feet, more or less, to a point on the North line property described in the Warranty Deed recorded in Book 415 at Page 23 of Official Records; thence South 29°59'20" West, a distance of 1.30 feet; thence South 58°28'52" East, a distance of 6.07 feet; thence North 31°31'08" East, a distance of 2.37 feet to the point of beginning.

Parcel 2:

Beginning at the Southwest corner of Lot 25, Block 76, Millsite Reservation to Park City; according to the official plat thereof, on file and of record in the Summit County Recorder's Office; and running thence South 29°44'00" West 4.57 feet along the Westerly line of said Block 76 to the point of beginning; thence leaving said Westerly line South 62°36'00" East 36.50 feet; thence South 27°24'00" West 1.19 feet; thence North 62°36'00" West 36.55 feet to the Westerly line of said Block 76; thence along said Westerly line North 29°44'00" East 1.19 feet to the point of beginning.

LOT B

Lot 23, and the Southerly 18 feet of Lot 24, Block 76, Millsite Reservation to the Park City Survey, according to the Official Plat thereof on file and of record in the Summit County Recorder's Office, State of Utah.

Also Beginning at a point which is North 29°44' East 18.00 feet from the Southwest corner of Lot 24, Block 76, Millsite Reservation, Park City, Utah, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence North 29°44' East 2.5 feet; thence South 62°36' East 24.28 feet between two existing houses; thence North 68°27' West 24.51 feet to the Point of Beginning.

Excepting therefrom the following:

Beginning at a point which is North 29°44' East 20.5 feet and South 62°36' East 24.48 feet from the Southwest corner of Lot 24, Block 76, Millsite Reservation, Park City, Utah, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 62°36' East 12.22 feet between two existing houses; thence North 27°24' East 1.25 feet along an existing house; thence North 68°27' West 12.28 feet to the Point of Beginning.

Also excepting therefrom the following:

Beginning at the Southwest corner of Lot 25, Block 76, Millsite Reservation to Park City; and running thence South 29°44'00" West 4.57 feet along the Westerly line of said Block 76 to the Point of Beginning; thence leaving said Westerly line South 62°36'00" East 36.50 feet; thence South 27°24'00" West 1.19 feet; thence North 62°36' West 36.55 feet to the Westerly line of said Block 76; thence along said Westerly line North 29°44'00" East 1.19 feet to the Point of Beginning.

AS-SURVEYED DESCRIPTION

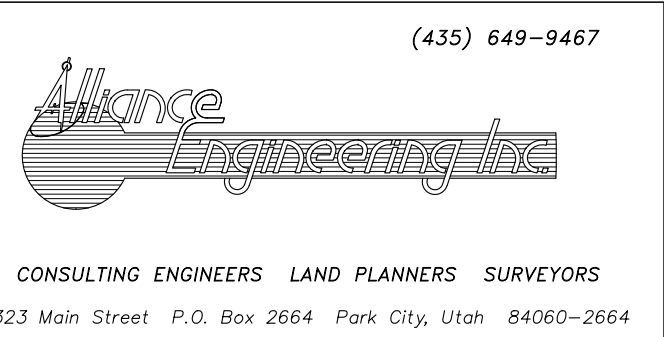
A parcel of land located in the northeast quarter of Section 21, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being described as follows:

Beginning at the easternmost corner of Lot 25, Block 76, Millsite Reservation to the Park City Survey, according to the official plat thereof on file and of record in the Office of the Recorder, Summit County, Utah, said point being on the easterly boundary of Block 76 and also being South 10°20'26" West 812.31 feet from a brass cap in a metal casting at the intersection of Second Street and Woodside Avenue of said Park City Survey, and running thence coincident with the easterly boundary of Block 76 South 21°33'00" West 75.00 feet to the southernmost corner of Lot 23, Block 76; thence coincident with the southerly boundary of Lot 23 North 68°27'00" West 81.36 feet to the westerly boundary of Block 76; thence coincident with the westerly boundary of Block 76 North 29°44'00" East 75.77 feet to the northernmost corner of Lot 25; thence coincident with the northerly boundary of Lot 25 South 68°27'00" East 13.62 feet; thence South 60°00'40" East 22.08 feet; thence North 31°31'08" East 3.29 feet to the northerly boundary of Lot 25; thence coincident with the northerly boundary of Lot 25 South 68°27'00" East 34.53 feet to the point of beginning.

The basis of bearing for the above description is North 66°34'00" East 198.49 feet between the survey monument at the point of intersection of Second Street and Woodside Avenue and the survey monument at the intersection of Second Street and Park Avenue, Park City Survey.

NOTES

- This plat amendment is subject to the Conditions of Approval in Ordinance 2021-_____.
- See recorded survey S-10200 in the Office of the Recorder, Summit County, Utah.



91 & 95 KING ROAD PLAT AMENDMENT

LOCATED IN THE NORTHEAST QUARTER OF SECTION 21
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

SHEET 1 OF 1

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2021 BY _____ ENGINEERING DEPARTMENT		PLANNING COMMISSION APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2021 BY _____ CHAIR	ENGINEER'S CERTIFICATE I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2021 BY _____ PARK CITY ENGINEER	APPROVAL AS TO FORM APPROVED AS TO FORM THIS _____ DAY OF _____, 2021 BY _____ PARK CITY ATTORNEY	COUNCIL APPROVAL AND ACCEPTANCE APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2021 BY _____ MAYOR	CERTIFICATE OF ATTEST I CERTIFY THIS PLAT WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2021 BY _____ PARK CITY RECORDER	PUBLIC SAFETY ANSWERING POINT APPROVAL APPROVED THIS _____ DAY OF _____, 2021 BY _____ SUMMIT COUNTY GIS COORDINATOR	RECORDED STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____ FEE _____ RECORDER _____ TIME _____ DATE _____ ENTRY NO. _____
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PARK CITY SURVEY, BLOCK 76,
LOTS 23, 24 and 25

(91 & 95 King Road)

February 22, 2021

PROJECT INTENT

The properties at 91 King Road and 95 King Road are adjoining properties with two different owners and occupy Lots 23, 24 and 25 in Block 76, Park City Survey. 91 King road is on Lot 25 and approximately the north 7 feet of Lot 24. 95 King Road is on Lot 23 and approximately the south 18 feet of Lot 24, and each property is occupied by a single family residence. The owners are submitting this plat amendment application with the goal of creating a two-lot subdivision. There are no plans for construction or remodeling at this time, but due to the lengthy process of completing a plat amendment to recordation, they would like to have the process complete without being pushed for time before construction commences at a later and undetermined date.

THE BOARD OF ADJUSTMENT
PARK CITY, SUMMIT COUNTY, UTAH

IN RE: Variance to minimum lot size requirement in the HRL District; and variances to the rear and side yard setback requirements at 95 King Road.

Petition #V95-VAR209A

) Findings of Fact
) and Conclusions of Law

The Board of Adjustment of Park City, Utah met on Tuesday, September 5, 1995 for a regularly scheduled and noticed meeting. After determining that a quorum of members of the Board were present, the Board conducted its scheduled business. Among the petitions heard by the Board was the above entitled petition which was filed on August 18, 1995.

After hearing all interested parties, the Board made the following findings of fact:

1. The original building was severely damaged during a fire and the applicant has the right to rebuild.
2. The staff has reviewed the applicant's submittal and determined the strict enforcement of the minimum lot size requirement would create an unreasonable hardship by limiting the scope of new construction to the original pad and design. The variance is reasonable in light of the general history of this particular piece of property wherein the original structure did not comply with current setback requirements nor the Historic District Design Guidelines.
3. The staff supports the proposed variances because the applicant will improve the appearance and safety of their property thereby reducing the degree of incompatibility with the Historic District and non-conformity with the Land Management Code.
4. Approval of the side and front yard setback variance requests would result in a net setback gain from previous conditions, thereby reducing the adverse impacts to abutting properties and the public interest.
5. The proposal provides off-street parking in the Historic District where adequate parking is a problem.
6. The proposed relocation of the structure provides a front yard setback which does not currently exist and creates a safer condition which maintains the spirit of the zoning ordinance.

Considering all relevant facts, the Board of Adjustment concluded that a variance to the minimum lot size requirement should be **GRANTED**; and, variances to allow a front setback ranging from six feet on the north and seven feet on the south in lieu of the required 15 feet front yard setback, and to allow a sideyard ranging from 6 foot 2 inches at the southwest corner of the structure to three and one-half feet at the rear of the structure along the south side of the property, should be **GRANTED** under the provisions of the Land Management Code because:

1. Literal enforcement of the zoning ordinance would cause an unreasonable hardship for the applicant that is not necessary to carry out the general purpose of the zoning ordinance.
2. There are special circumstances attached to the property that do not generally apply to other properties in the same district.
3. Granting the variance is essential to the enjoyment of a substantial property right possessed by other property owners in the same district.
4. The variance will not substantially affect the general plan and will not be contrary to the public interest.
5. The spirit of the zoning ordinance is observed and substantial justice done.

The following conditions were placed on the approval of said variance request:

Conditions:

1. The Planning Staff shall review and approve the design of the new structure

Dated this 19 day of Sept, 1995



Chairperson, Board of Adjustment



August 24, 2021

Marshall King, Alliance Engineering
323 Main Street
P.O Box 2664
Park City, UT 84060
marshall@alliance-engr.com
435-649-9467

CC: Dean and Roma Polce

NOTICE OF BOARD OF ADJUSTMENTS ACTION

Description

Address:	91 King Road
Zoning District:	Historic Residential – Low Density (HRL)
Application:	Variance
Project Number:	PL-21-04829
Action:	Approved with Conditions
Date of Final Action:	August 24, 2021
Project Summary:	A request for a Variance from the minimum Lot size, Lot width, and Setbacks

Action Taken

On August 24, 2021, the Board of Adjustments conducted a public hearing and approved the Variance from the minimum Lot size and Setbacks according to the following findings of fact, conclusions of law, and conditions of approval.

Findings of Fact

1. The property is located 91 King Road in the Historic Residential – Low Density (HRL) Zoning District.

2. HRL Zoning District is characterized by historic and contemporary homes on one (1) and two (2) lot combinations.
3. The property consists of 2,298 square feet.
4. There is an existing 812 square foot Single Family Dwelling on the property. It is a non-historic site.
5. The existing house is setback from the front property line by approximately five (5) feet. The house is set back from the edge of asphalt on Ridge Avenue by approximately thirty-three (33) feet.
6. The Applicant is requesting a Variance to LMC Sections 15-2.1-3 for minimum Lot size, Lot Width, and Setbacks in the Historic Residential Low – Density Zoning District.
7. Literal enforcement of the LMC would cause an unreasonable hardship for the Applicant that is not necessary to carry out the general purpose of the LMC as there are circumstances specific to this property that are unique and are not conditions general to the neighborhood such as the substandard Lot size of 2,298 square feet. Literal enforcement would not enable the owner to make substantial improvements to the Property.
8. There are special circumstances attached to this property that do not generally apply to other Properties in the same zone. The Property does not meet the minimum lot size and width requirement for the HRL zone.
9. Granting the Variances are essential to the enjoyment of a substantial property right possessed by other property in the same zone. Granting the Variances allows the property owner to redevelop their property in a way other Properties in the same zone can.
10. The Variances will not substantially affect the General Plan and will not be contrary to public interest. It is within the public interest to mitigate development of an unusually small Lot by enabling future development on the Lot to adhere to Setback requirements.
11. The spirit of the Land Management Code is observed, and substantial justice is done. Granting the Variances will allow the applicant to redevelop the property so that it can become more compliant with the current requirements of the Land Management Code, while also reducing the impact of the non-historic existing structure that does not meet Setback requirements.
12. All other LMC related site and lot criteria, including the other setbacks, height, footprint, parking, uses, etc. will be met.

Conclusions of Law

1. Literal enforcement of the HRL District requirements for this property causes an unreasonable hardship that is not necessary to carry out the general purpose of the zoning ordinance.

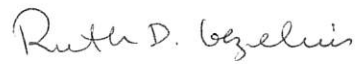
2. There are special circumstances attached to the property that do not generally apply to other properties in the same district.
3. Granting the Variances is essential to the enjoyment of a substantial property right possessed by other property in the same zone.
4. The proposal is consistent with the General Plan.
5. The spirit of the zoning ordinance is observed by this application.

Condition of Approval

1. The Variances are limited to the current dimensions and configuration of the Lot and the existing Structure, as indicated on the plans submitted with this application dated April 8, 2021, unless otherwise approved with an HDDR approval.
2. If the Property Owner has voluntarily demolished, or is required by law to demolish, more than 50% of the Gross Floor Area of the existing Non-Complying Structure, the Structure shall not be restored unless it is restored to comply with the Setback regulations of the Zoning District in which it is located.
3. No future additions to the existing Structure may encroach into the required Setbacks.
4. No other structures including decks are allowed in the front, rear, or side Setbacks.
5. All future development on the Lot shall comply with the requirements of the Historic Residential Low – Density (HRL) Zoning District.
6. The applicant shall require a Conditional Use Permit for Development on Steep Slopes prior to the issuance of a building permit for future development on the rear portion of the Lot.
7. The applicant will need to submit an HDDR application for the proposed design of a new structure or additions to the existing structure to the Planning Department for review for compliance with the Design Guidelines for Historic Districts and Historic Sites prior to the issuance of a building permit for the new construction.
8. If at some point in the future King Road is re-aligned or at the time of redevelopment of the property, the applicant will be responsible for the removal of retaining walls and other structure at their sole expense and in an expeditious manner (within 90 days of written notice).
9. The applicant will need to enter into an Encroachment Agreement with Park City Engineering Department for the retaining walls located within the Public Right-of-Way.
10. City Engineer review and approval of all appropriate grading, utility installation, public improvements is a condition precedent to building permit issuance. An approved shoring plan is required prior to excavation.
11. Prior to the issuance of a building permit a Construction Mitigation Plan that includes careful consideration of how construction related parking will be managed shall be submitted to the Building, Engineering and Planning Departments for review and approval.
12. Development must commence within two (2) years in order for the Side and Front Setback Variance to be effective.

If you have questions or concerns regarding this Final Action Letter, please call 435-615-5063 or email browne.sebright@parkcity.org.

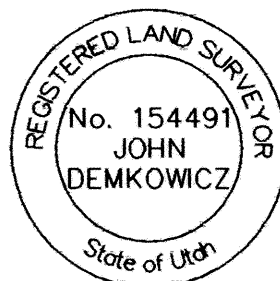
Sincerely,

A handwritten signature in cursive script that reads "Ruth D. Gezelius".

Ruth Gezelius
Board of Adjustments, Chair

CC: Browne Sebright, Planner II

SURVEYOR'S CERTIFICATE



I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 154491, as prescribed by the laws of the State of Utah, and that by authority of the owner(s), I have prepared this Record of Survey map of the BAER SUBDIVISION and that the same has been or will be monumented on the ground as shown on this plat.

John Demkowicz
John Demkowicz

7-19-01
Date

BOUNDARY DESCRIPTION

The North 23.00 feet of Lot 9, all of Lot 10 and the southerly 12.50 feet of Lot 11, Block 60, Park City Survey, according to the Official Plat thereof on file and of record in the office of the recorder, Summit County Utah.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that David C. Baer, M.D. FBO David C. Baer, M.D. Profit Sharing Plan is the owner of the herein described tract of land, to be known hereafter as the BAER SUBDIVISION, having caused this Subdivision Plat to be prepared, does hereby consent to the recordation of this Subdivision Plat in accordance with Utah law.

ALSO, the owner, or its representative, hereby irrevocably offers for dedication to the City of Park City all the streets, land for local government uses, easements, parks, and required utilities and easements shown on the plat and construction drawings in accordance with an irrevocable offer of dedication.

In witness whereof, the undersigned set his hand this 20th day of July, 2001.

David C. Baer, M.D. FBO
David C. Baer, M.D. Profit Sharing Plan

By: *David C. Baer*
David C. Baer

Its: President

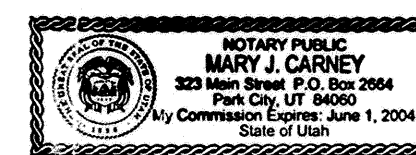
CORPORATE ACKNOWLEDGMENT

State of Utah:
County of Summit:

On this 20th day of July, 2001, David C. Baer personally appeared before me, the undersigned Notary Public, in and for said state and county. Having being duly sworn, David C. Baer acknowledged to me that he is the President of David C. Baer, M.D. FBO David C. Baer, M.D. Profit Sharing Plan for and in behalf of said entity for the uses and purposes stated therein and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily with full authorization and power for and in behalf of said entity.

Mary J. Carney
Notary Public

My commission expires: June 1, 2004



LEGEND

- Found survey monument
- Properly corner to be set

Public Street Right-of-Way

NOTES

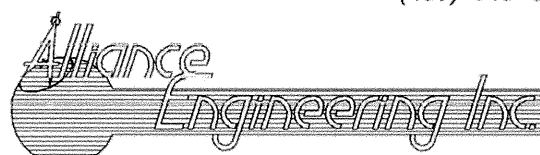
- 5' wide easement for the benefit of Park City for the purpose of road widening, and for the purpose of Non-Exclusive Utility Easement.
- 10' wide Snow Storage Easement.
- Maximum building footprint on Lot 1 is 2,256 square feet.
- For purposes of determining the house footprint and minimum lot size standards per the Land Management Code, the portion of land being dedicated as a Right-of-Way and the easements created by this plat shall be included in the lot area calculation.

A RESUBDIVISION OF LOTS 9-11 IN BLOCK 60, PARK CITY SURVEY

BAER SUBDIVISION

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

(435) 649-9467



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

SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT STANDARDS ON THIS 30th

DAY OF July, 2001 A.D.

BY *John Baer*
S.B.S.I.D.

PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 2nd DAY OF August, 2001 A.D.

BY *John Baer*
CHAIRMAN

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS 30th DAY OF JULY, 2001 A.D.

BY *Eric W. DeHaan*
PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 1st DAY OF AUGUST, 2001 A.D.

BY *David C. Baer*
PARK CITY ATTORNEY

CERTIFICATE OF ATTEST

I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 26th DAY OF APRIL, 2001 A.D.

BY *Paul M. Scott*
PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 26th DAY OF APRIL, 2001 A.D.

BY *Paul M. Scott*
MAYOR

JOB NO.: 4-4-00 FILE: Y:\Pcs\dwg\sr\plat00\040400.dwg

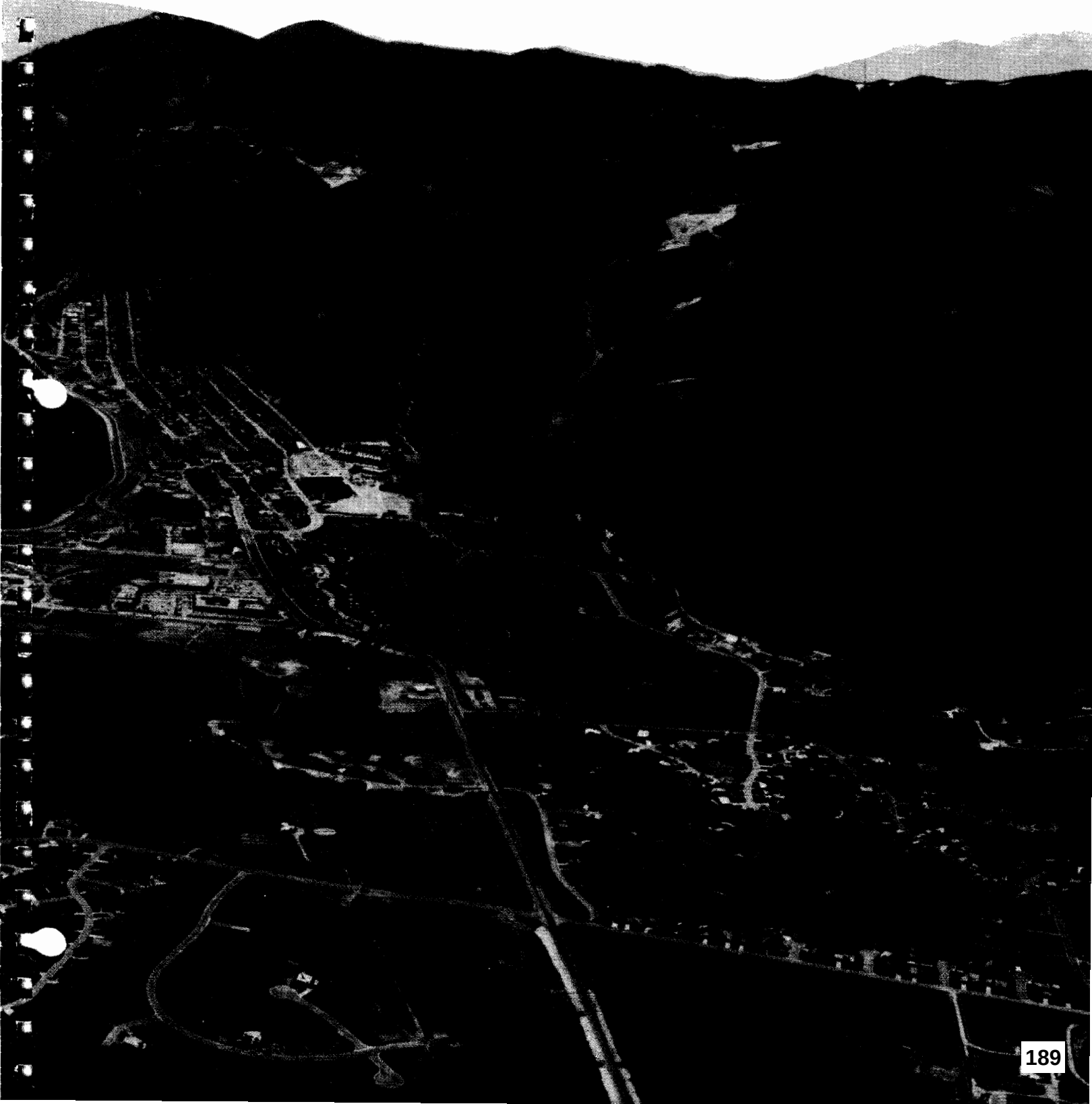
FILE: 595642 RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF Park City Title

DATE 08-13-2001 TIME 16:37 PM BOOK --- PAGE ---

31st FEE --- *Doreen M. Dwyer* RECORDER *Deputy*

STREETS MASTER PLAN PARK CITY UTAH



intersection with Park Avenue will provide two through lanes in each direction as well as specified turn lanes. This modification and the proposal that Empire and Lowell Avenues north of Manor Road form a one-way couplet have been incorporated into master planning for the area. Efforts to route skier traffic through the Thaynes Canyon residential area should be discouraged in order to protect the safety and character of the subdivisions.

Deer Valley Area

The Deer Valley area in the southeast section of the City offers recreation opportunities and has been master planned for extensive residential development. Deer Valley Drive will connect to the realigned U.224 and be maintained as a major collector. The minimum recommended section for this roadway is thirty-six (36) feet of pavement within the present fifty (50) foot right-of-way. This would provide sufficient latitude to include a reversible center lane if traffic warrants. The capacity assumptions made in the Transportation Master Plan were based on the implementation of this reversible center lane since acquisition of additional right-of-way is complicated by existing buildings. As traffic increases to Deer Valley, it is also anticipated that parking along the roadside will have to be restricted to insure efficient traffic movement. Since the link presents a potential bottleneck, traffic should be carefully monitored. Acquisition of additional right-of-way may warrant consideration.

A direct connection to U.248 east of Prospector Square from Deer Valley was also recommended in order to alleviate some of the pressure from the existing entrance and to provide a secondary access to the area. This new collector road is planned to have a 36' pavement width in a 50' right-of-way. The present Solamere Drive right-of-way varies from 50-66' in width. Although not designed, the probable alignment would connect through Solamere Subdivision to the Richardson Flat Area, east of Prospector Park. The design, capacity and functional characteristic of this roadway, outside the present city limits, must be carefully planned in order to respect the character of the existing subdivision while at the same time taking some pressure off the Deer Valley Entrance Road.

Old Town Area

The existing rights-of-way owned by the City were laid out in a grid system that frequently did not reflect the topography of the area. Where roads were built to conform to the topography, they are often outside of the dedicated rights-of-way.

Many of the platted rights-of-way are on ground too steep to allow the construction of safe roadways. Park City's long and sometime harsh winters require that streets be passable when snow-covered or icy. In many areas the cost of construction would be very expensive because of the need for extensive regrading and retaining walls. In these instances, the platted right-of-way should be deemed unbuildable and should be retained as pedestrian corridors, fire breaks, open spaces or pocket parks, or utility easements. In limited cases the rights-of-way should be sold or traded to provide formal rights-of-way on existing prescriptive easements.

A total of thirty-eight sections of right-of-way were identified that do not appear to be needed for roadways. The table on the following page identifies these sections and provides specific recommendations for the long-term disposition of each segment.

Old Town Area (continued)

Numerous sections of roadways are also located outside of existing, platted rights-of-way owned by the City. These sections are primarily within the older sections of the City and have been used by the public for a long time. Consequently, these streets exist on prescriptive easements. A defined right-of-way for these streets should be secured and the roadways upgraded to the recommended minimum standards. Alternatives for acquiring needed rights-of-way would include trading, requiring dedication prior to development, and the possible purchase of critical sections. The following table identifies those public roadways located outside of existing rights-of-way.

TABLE II

STREETS LOCATED OUTSIDE OF EXISTING RIGHT-OF-WAY

	<u>R.O.W. Required</u>	<u>Existing Pavement Width</u>	<u>Ultimate Recommended Pavement Width</u>
Chambers Avenue South of Plat	60.0'	23.0'	36.0'
Crescent Tram, Empire to Norfolk	30.0'	24.5'	20.0'
Deer Valley Loop, Deer Valley Drive to Rossie Hill Drive	50.0'	12.0'	25.0'
Empire-Lowell Turn at 8th.	50.0'	24.0'	25.0'
Hillside at intersection with Main St.	50.0'	17.0'	25.0'
King Rd., Norfolk to Main Street	50.0'	15.5'	25.0'
Lowell, 14th. to Silver King Drive	55.0'	23.5'	40.0'
Marsac, 2nd. plus to Hillside	60.0'	21.0'	36.0'
Marsac, 50' plus North of 3rd. St.	60.0'	21.0'	36.0'
Marsac, 5th. to Deer Valley Drive	60.0'	21.0'	36.0'
McHenry, South of Coalition View Court	50.0'	15.0'	25.0'
Norfolk between 2nd. and 3rd.	30.0'	16.5'	20.0'

TABLE II (Continued)

	<u>R.O.W.</u> <u>Required</u>	<u>Existing</u> <u>Pavement</u> <u>Width</u>	<u>Ultimate</u> <u>Recommended</u> <u>Pavement</u> <u>Width</u>
Ontario Avenue, 5th. to Deer Valley Drive	30.0'	13.0'	20.0'
Ontario Canyon (U.224)	60.0'	23.0'	36.0'
Ontario Avenue, 3rd. to Marsac Ave.	50.0'	13.0'	25.0'
Ridge Avenue, King Rd. to Daly Ave.	50.0'	14.0'	25.0'
Prospect Avenue South of Plat	30.0'	11.5'	20.0'
Rossie Hill, Provo Avenue to McHenry	50.0' (plus turn around)	12.0'	25.0'
Sampson Avenue, King Road to Norfolk at 2nd.	50.0'	10.0'	25.0'
Silver King Drive, Park Avenue to Empire	50.0'	23.5'	25.0'
Woodside, 8th. to 6th.	50.0'	23.5'	25.0'
Woodside, 13th. to 15th.	50.0'	23.0'	25.0'

Old Town Area (continued)

The Transportation Master Plan identified specific improvements which need to be made in order for the system to function better now and accommodate anticipated growth. Included in Wayne Van Wagoner and Associates recommendations was the provision of more parking in Swede Alley, the striping of parallel parking spaces along Main Street, the provision of bus loading zones and pedestrian plazas, and the implementation of a vigorous night-time snow removal program. The capacities along existing roadways in the old part of town could be enhanced, especially in the winter, by installing curb and gutter. The placement of curb and gutter along the existing streets would also define snow plowing limits and on-street parking areas. The Plan recommended that key Old Town intersections be redesigned. Included were: 1) the Main Street/ Hillside Avenue/Daly Avenue turnaround; 2) the Swede Alley/Main Street intersection, 3) the Swede Alley/Heber Avenue intersection; and, 4) the Park Avenue/Heber Avenue obstructed intersection. Also, the Plan encouraged the upgrading of Swede Alley and the eventual combination with Main Street into a one-way couplet. Other changes proposed include the location of bus drop-off areas and loading zones along Main Street.

At some time in the future, it may be appropriate to close Main Street to general traffic. Development along the street and associated circulation requirements must be accomplished in a manner that preserves this option. Presently no sole access to parking areas exists between the Treasure Mountain Inn and Heber Avenue. No new development should be approved on Main Street which would compromise the possibility of Main Street becoming an auto-free pedestrian area.

The Streets Master Plan not only inventoried existing roadways and identified current deficiencies, but also recommends the upgrading of required segments to provide the necessary flexibility to accommodate future traffic. In the Old Town area, this becomes especially critical because of the topographic constraints and density of development. Intersection redesign to separate residential streets from higher volume streets should be considered; for example, directing traffic east on Deer Valley Drive (U.224 Belt Route) rather than south along Park Avenue. Recent interest in the Historic District as a primary residence area has been demonstrated by recent requests for more restrictive zoning and by increasing single family home construction. Street improvement to provide more convenient access and development of unusable rights-of-way as open space or pocket parks should be considered and discussed with neighborhood groups. The Streets Plan has recommended the considerable upgrading of roadways which will bear the burden of traffic generated by future development areas.

Marsac and Daly Avenues, and to a lesser degree King Road, will eventually provide the primary link to the developable areas south of town.

Marsac Avenue currently provides the only access to the Ontario Mine and is utilized by construction traffic to access Deer Valley and by the general public to Guardsman Pass. Given both the development potential of the area and the possibility that the road to Brighton may be maintained to provide year-round access, Marsac Avenue will be relied upon as a major link. Given the long steep down hill of this road, a run-away vehicle escape lane should be considered. The recent annexation of a portion of Ontario Canyon provided sufficient right-of-way and adjoining land to permit the improvement of the roadway and allow for construction of a truck escape lane.

As Park City Ski Resort and Deer Valley Ski Area expand toward each other, the development potential will focus attention on the need for additional access to this area. The proposed "Interconnect" ski lifts which may join Park City with ski areas in Big and Little Cottonwood Canyons will also generate interest in this part of the City. It is therefore incumbent on the City to begin to secure the necessary right-of-way to provide for the eventual enlargement of Marsac Avenue. A cross-section providing for thirty-six (36) feet of road within a sixty (60) foot right-of-way is recommended as a minimum.

Daly Avenue, to a lesser extent than Marsac, will also need to anticipate future growth activities. A recommended cross-section with twenty-six (26) feet of pavement within a fifty foot (50) right-of-way is recommended. Existing development along Daly Avenue will make acquisition of the full 50' right-of-way very difficult. It may be advisable, at the time engineering drawings are prepared, to define a varying right-of-way in tightly constrained areas, but obtain the full right-of-way in newly developing areas. Construction with less than the 50' right-of-way will force less desirable locations for utilities and sidewalks. As this area develops, connections between Ontario and Empire canyons should be encouraged wherever appropriate to ensure proper circulation.

Council Agenda Item Report

Meeting Date: October 7, 2021

Submitted by: Jenny Diersen

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve a One Year Live PC Give PC Street Party, a Level Four Special Event, Friday, November 5, 2021

(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Live PC Give PC Event Staff Report](#)

[Exhibit A: Live PC Give PC Event Application](#)

[Exhibit B: Live PC Give PC Outreach Summary](#)

[Exhibit C: Live PC Give PC DRAFT Event Permit](#)



City Council Staff Report

Subject: Live PC Give PC Event Approval
Author: Jenny Diersen
Department: Special Events & Economic Development
Date: October 7, 2021
Type of Item: Administrative

Recommendation

Hold a public hearing, review, and consider the request to from the Park City Community Foundation to approve their Live PC Give PC Street Party, a Level Four Special Event, for November 5, 2021.

Executive Summary

Due to concerns of COVID, Park City Community Foundation (PCCF) requests to bring the annual Live PC Give PC after-party at High West Saloon outdoors to Park Avenue on Friday, November 5, for a community celebration. The proposed event will require a road closure on Park Avenue from 1 p.m. to midnight, from Heber Ave to 7th Street. The special event's impacts will include the following:

- Noise variance with amplified music from 5 p.m. to 9 p.m.;
- Transit rerouting to 9th Street. The Town Lift stops will be closed;
- Traffic detours on Heber and 7th Street;
- Police services (for road closure and traffic mitigation);
- On-street parking removal on Heber Ave and sections of Park Avenue;
- Residential mitigation to prevent cut through traffic and parking in residential areas at Heber and Park, 8th and Park, 7th and Park Avenue; and
- A transportation plan that includes existing transit services and parking on Main Street/China Bridge. PCCF will also heavily promote biking, walking, carpooling, and taking transit to their event.

Background

The PCCF organizes Live PC Give PC. In its 11th year, the annual fundraiser is Park City's biggest day of community-wide giving. The fundraiser has raised millions of dollars to support more than 100 local non-profit organizations. These organizations help further our community goals and provide significant benefits and services to our community.

Historically, Live PC Give PC has not required a Special Event Permit. Moving the event into the public right of way has triggered this request for Council approval.

Analysis

According to section [4A-1-1.7\(A\)](#) of the municipal code, Staff has determined that the activity proposed is a Special Event. *It is a unique cultural and entertainment activity, produced by a for-profit entity, occurring for a limited duration of time that impacts the*

City by having use of and having impacts on City Property and requiring licensing and services beyond the scope of normal business and liquor regulations as defined by title 4A. The proposed event creates public impacts through:

- Interruption of the safe and efficient flow of transportation in Park City, including streets and public rights of way, which include temporary road closures, impacts on streets and sidewalks necessary for the safe and efficient flow of transportation and pedestrian movement in Park City;*
- Use of Public property and facilities;*
- Use of City parking facilities;*
- Use of amplified sound that is above Title 6 of the municipal code; and*
- Need for public safety beyond their normal scope of operations.*

According to section [4A-1-1.7\(B\)\(4\)](#), the Special Event Manager has determined the event is a Level Four Event due to:

- The attendance throughout the event time period is estimated to be up to 500 people;*
- Has moderate impact on surrounding areas;*
- Has moderate to major transportation needs including removal of parking, requires a transportation mitigation plan and minor to moderate residential transportation mitigation and requires Park City Transit rerouting; and*
- Requires public safety staffing needs beyond their normal operations, including moderate to major support in the venues and minor to moderate traffic control.*

Staff encouraged PCCF to consider additional venues that did not require road closures, such as Town Lift Plaza or City Park for the festivities. PCCF chose to pursue the closure due to proximity to High West, one of their main sponsors. Subsequently, staff required PCCF to complete outreach with HPCA and adjacent residents. HPCA chose not to take a position on this event. Exhibit B outlines the area of required outreach with information PCCF provided. While most of the feedback was supportive, at the time this report was due, not all adjacent businesses and residents supported the closure due to impacts.

Based on current applications under review, Staff anticipates staying within the [cap for Level Four events](#) per [Event Level Limits 4A-2-3\(F\)\(3\)](#) (Ten Level Four events allowed annually). The City would have exceeded annual limits for Level Four events if Applicants did not cancel Savor the Summit, Song Summit, and Shot Ski.

The event is not held during [Peak Time Periods](#), but rather during the off-season, and there are no other pending applications for Special Events on Friday, November 5.

Funding

Staff estimates City Service Fees to be \$6,500. Live PC Give PC has applied for Special Event Fee Reduction (SEFR), which is within Staff's authority to approve. Staff continues to balance increased mitigation, rising costs, and demand for financial support for events. Due to extreme community benefit and compliance with [4A-2-9](#), Staff recommends a 75% (\$4,875) fee waiver if Council is supportive of the event

application. Live PC Give PC will pay 25% (\$1,625) of the fees.

Attachments

Exhibit A: Live PC Give PC Special Event Application

Exhibit B: Live PC Give PC Outreach Summary

Exhibit C: Draft Live PC Give PC Special Event Permit



Print

Save As

Submit

Special Events Department
City Hall, Third Floor
445 Marsac Avenue
P.O. Box 1480
Park City, Utah 84060
specialevents@parkcity.org

Park City Municipal

**APPLICATIONS DO NOT CONSTITUTE AS A PERMIT.
PERMITS ARE APPROVED BY THE SPECIAL EVENTS DEPARTMENT OR CITY COUNCIL AFTER COMPLETE APPLICATIONS ARE
REVIEWED UNDER PARK CITY MUNICIPAL CODE 4A.**

Applications for Level 3, 4, or 5 Special Event Permits are due:
First Friday in December for events occurring between March-June,
First Friday in April for events occurring between July-October, and
First Friday in August for events occurring between November-February.

Events that are determined a 1 or 2 are exempt from these deadlines, but must submit a complete application no later than 30 days prior to an event. **Please Note:** The City reserves the right to restrict the number of event permits annually. Applications for new level 3, 4, or 5 event will not be considered during Peak Time Periods as mentioned in Section 4A-2-3(D). Incomplete applications cannot be reviewed. Applications submitted after the deadlines as described above may be denied. Business/Organization listed as applicant must match the Hold Harmless and Proof of Insurance to be considered for approval. For more information, please visit www.parkcity.org or contact us at specialevents@parkcity.org.

IF YOU HAVE QUESTIONS OR WOULD LIKE TO SCHEDULE A MEETING BEFORE SUBMITTING YOUR APPLICATION, PLEASE CONTACT:

Colleen McGinn colleen.mcgin@parkcity.org

435-615-5187

Chris Phinney

chris.phinney@parkcity.org

435-615-5194

APPLICATION FEES & EXPENSES

First Amendment Event Permit	\$40.00	• Application levels are determined by the Special Events Department after reviewing complete applications
Level 1 Special Event Permit	\$40.00	• Additional fees for other city services will be estimated and provided to the applicant upon request and receipt of a complete application.
Level 2 Special Event Permit	\$80.00	
Level 3 Special Event Permit	\$160.00	• Applicants may incur additional expenses from other city, county, or state jurisdictions.
Level 4 Special Event Permit	\$320.00	• Fee reductions for city services are considered bi-annually. Fee reduction applications are due on:
Level 5 Special Event Permit	\$640.00	

April 1st for events July 1 – December 31 and October 1st for events January 1 – June 30.

AS THE APPLICANT YOU UNDERSTAND & AGREE TO THE FOLLOWING:

☒ To insure prompt and accurate processing of your application, ensure that all supplemental materials and documentation accompany your application. Failure to do so will constitute an incomplete application and may delay review and approval processes. I understand a complete application shall include this application plus transportation, parking, and traffic control plan, weather/emergency plan, waste and recycling plan, staff and volunteer plan, community impact outreach and notification plan, vendor or concession plan, sponsor and marketing plan, noise exemption request, site map, and permission for use of properties, as mentioned in Park City Municipal Code 4A-2-3(G), in addition to contingency plan, operations plan, planned rest areas, water, and toilet facilities, and will ensure that participants obey the conditions of the Special Event Permit and all other generally applicable traffic laws, lights, and signs as stated in Section 4A-2-11(B).

☒ Park City Municipal Corporation requires a certificate of insurance in an amount to be determined by the City Attorney's Office according to Section 4A-2-10 of the Park City Municipal Code. Submitting incomplete application information may delay the ability to determine the amount required. The amount of insurance required by the City Attorney's office is final and the applicant shall be required to submit proof of coverage including naming Park City Municipal Corporation, 445 Marsac, P.O. Box 1480, Park City, Utah 84060 as additionally insured prior to the start of any event activity.

☒ After the application is evaluated, the applicant will be responsible for providing proof that he or she has obtained other permits as necessary from city, county, or state agencies.

☒ I understand that as the applicant, I will assume and reimburse the City for any and all costs and expenses determined by Park City Municipal Corporation. Park City Municipal Corporation may require a deposit to cover such expenses. I may incur costs from other departments or other jurisdictional agencies. I understand I can request an estimate of City Services for the event upon submitting a complete application and that should I choose to, I can request a reduction of fees for some services as pertains to Park City Municipal Code 4A-2-9 through the bi-annual fee reduction application and process.

☒ I understand I am able to request a meeting with the Special Events Department prior to submitting an application and that this application does not constitute as a valid permit. I understand that permits are approved by the Special Events Department or City Council in writing after complete applications are reviewed under the Standards for Permit Approval in Park City Municipal Code 4A-2-4.

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

NAME OF EVENT: Live PC Give PC

DATE(S) OF EVENT: 11/5/21

FIRST TIME EVENT:

Yes

☒ No

ANNUAL EVENT:

☒ Yes

No

IF ANNUAL, HOW MANY YEARS: 11

ANNUAL EVENT THAT WILL BE THE SAME AS LAST YEAR:

Yes

☒ No

ANNUAL EVENT THAT WILL HAVE CHANGES FROM LAST YEAR:

☒ Yes

No

NAME OF APPLICANT (FIRST & LAST): Ellie Cutting

TITLE / POSITION: Event Manager

BUSINESS / ORGANIZATION NAME: Park City Community Foundation

IS BUSINESS / ORGANIZATION A REGISTERED NON-PROFIT?:

☒ Yes, a copy of IRS paperwork is attached

No

MAILING ADDRESS FOR BUSINESS / ORGANIZATION: PO Box 681499

CITY, STATE, ZIP: Park City UT 84068



Park City Municipal Corporation

Special Event Permit Application

Special Events Department
City Hall, Third Floor
445 Marsac Avenue
P.O. Box 1480
Park City, Utah 84060
specialevents@parkcity.org

PHYSICAL ADDRESS OF BUSINESS / ORGANIZATION: 1918 Prospector Ave

CITY, STATE, ZIP: Park City UT 84060

PHONE (PRIMARY): 801-599-4272

PHONE (SECONDARY):

EMAIL: ellie@parkcitycf.org

BUSINESS / ORGANIZATION WEBSITE: parkcitycf.org / livepcgivepc.org

SOCIAL MEDIA LINKS: @parkcitycf

DAY OF EVENT PRIMARY CONTACT

ON-SITE DAY OF PRIMARY CONTACT NAME (FIRST & LAST): Ellie Cutting

ON-SITE DAY OF PRIMARY CONTACT CELL PHONE: 801-599-4272

ON-SITE DAY OF PRIMARY CONTACT EMAIL: ellie@parkcitycf.org

PUBLIC EVENT INFORMATION

WEB SITE FOR PUBLIC EVENT INFORMATION: livepcgivepc.org

PHONE NUMBER FOR PUBLIC EVENT INFORMATION: 435-731-4250

EMAIL ADDRESS FOR PUBLIC EVENT INFORMATION: livepcgivepc@parkcitycf.org

Event description is attached as a separate document with supplemental materials and contingency plan.

EVENT LEVEL DETERMINATION

THE EVENT WILL INCLUDE THE FOLLOWING ACTIVITIES. (Check all that apply)

☒ FESTIVAL / FAIR	☐ PARADE	☐ SKI / SNOW BOARD	☐ RUN	☐ BIKE	☐ WALK	☐ TRAIL USE	☒ CONCERT	☐ CULINARY	☐ FILMING
☐ ARTS & CULTURE EVENT	☐ HOLIDAY CELEBRATION	☐ RECREATION / SPORTING EVENT	☐ OTHER:						

THE EVENT WILL INVOLVE THE USE OF: (Check all that apply)

☐ MAIN STREET	☐ RESORT PROPERTY	☐ SCHOOLDISTRICT PROPERTY	☐ PRIVATE PROPERTY	☐ CITY PARKS	☐ CITY FIELDS	☐ CITY FACILITY RENTAL	☒ RESIDENTIAL AREAS	☒ PARK CITY LIMITS	☐ MULTI-JURISDICTION	☒ AMPLIFIED SOUND
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THE TARGET MARKET FOR THIS EVENT IS: (Check all that apply)

☒ YOUTH / FAMILIES	☐ ADULTS	☒ LOCAL	☐ STATE - WIDE	☐ REGIONAL	☐ NATIONAL	☐ INTER NATIONAL	☐ SPECTATORS	☐ PARTICIPANTS	☐ OTHER:	
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THIS EVENT WILL: (Check all that apply)

☒ LIMIT # OF PARTICIPANTS	☒ BE FREE FOR SPECTATORS	☒ BE FREE FOR PARTICIPANTS	☒ INCLUDE VENDORS OR SPONSOR	☒ OPEN TO THE PUBLIC
☐ LIMIT # OF SPECTATORS	☐ CHARGE ADMISSION FOR SPECTATORS	☐ CHARGE PARTICIPANTS	☐ NOT INCLUDE VENDORS OR SPONSOR	☐ PRIVATE EVENT

THIS EVENT WILL BE HELD: (Check all that apply)

☐ MONDAY	☐ TUESDAY	☐ WEDNESDAY	☐ THURSDAY	☒ FRIDAY	☐ SATURDAY	☐ SUNDAY
☐ WEEKLY		☐ MONTHLY		☐ SERIES		☐ ONE DAY

NUMBER OF EVENT(S): 1

NUMBER OF CONSECUTIVE DAYS: 1



Park City Municipal Corporation

Special Event Permit Application

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P.O. Box 1480
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specialevents@parkcity.org

ONE DAY EVENT HOUR(S)

EVENT START TIME: 5pm

EVENT END TIME: 9pm

EVENT SET-UP DATE: 11/5/21

EVENT BREAK-DOWN DATE: 11/5/21

EVENT SET-UP TIME(S): 1-5pm

EVENT BREAK-DOWN TIME(S): 9pm-12am

MULTIPLE DAY EVENT HOUR(S)

DAY:

DATE:

START TIME:

END TIME:

EVENT SET-UP DATE:

BREAK-DOWN DATE:

SET-UP TIME(S):

BREAK-DOWN TIME(S):

DAY:

DATE:

START TIME:

END TIME:

EVENT SET-UP DATE:

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EVENT SET-UP DATE:

BREAK-DOWN DATE:

SET-UP TIME(S):

BREAK-DOWN TIME(S):

INCLEMENT WEATHER INFORMATION

DAY:

DATE:

START TIME:

END TIME:

EVENT SET-UP DATE:

EVENT BREAK-DOWN DATE:

EVENT SET-UP TIME(S):

EVENT BREAK-DOWN TIME(S):



No inclement weather date is required and the event will be held rain or shine. I understand the event may be cancelled or postponed by the city due to hazardous or damaging conditions.

EVENT ATTENDANCE

IF ANNUAL EVENT:

TOTAL EVENT ATTENDANCE
OF PREVIOUS YEAR:

TOTAL DAILY EVENT ATTENDANCE
OF PREVIOUS YEAR:

ESTIMATED # OF PARTICIPANTS: 200 at a time

ESTIMATED # OF VENDORS: 3

ESTIMATED # OF SPECTATORS:

ESTIMATED # OF VOLUNTEERS: 10

ESTIMATED # OF STAFF: 15

ESTIMATED DAILY ATTENDANCE: 500

ESTIMATED HIGHEST TOTAL ATTENDANCE
AT ONE TIME: 200

ESTIMATED HIGHEST TOTAL
ATTENDANCE OF ENTIRE EVENT: 500



I anticipate the event to have an attendance of 500 or more people and understand, as the applicant, I may be required to obtain a mass gathering permit from summit county: <http://www.summitcountyhealth.org/>



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SIDEWALK & STREET USE

THE EVENT WILL HAVE: (Please check all that apply)

STREETS

☒ STREET CLOSURE MAP IS ATTACHED	☐ CLOSURE SIGN/MARKING INFORMATION IS ATTACHED
☐ ROLLING CLOSURE	☒ FULL CLOSURE
☐ PARTIAL CLOSURE	☐ NO CLOSURE

NAMES OF STREETS TO BE CLOSED:

TIMES (START / END OF CLOSURE):

Park Ave

START: 1pm

END: 12am

START:

END:

START:

END:

START:

END:

REASON FOR CLOSURE: We are hoping to shut down the street and barricade the whole section outdoors to bring our party outdoors due to Covid.

SIDEWALKS

☐ SIDEWALK CLOSURE MAP IS ATTACHED	☐ CLOSURE SIGN / MARKING INFORMATION IS ATTACHED
☒ PARTIAL CLOSURE	☒ NO CLOSURE
☐ FULL CLOSURE	☐ CROWD CONTROL PLAN

ADDRESS: 703 Park Ave

ADDRESS OF CLOSURE: (FROM / TO)

TIMES: (START / END OF CLOSURE)

FROM:	TO:	START:	END:
FROM:	TO:	START:	END:
FROM:	TO:	START:	END:
FROM:	TO:	START:	END:

REASON FOR CLOSURE:

TRAILS

☐ TRAIL COURSE MAP IS ATTACHED	☐ COURSE / SIGN MARKING INFORMATION IS ATTACHED
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NAMES OF TRAILS TO BE USED:

PARADE

ASSEMBLY AREA:	DISBANDING AREA:	# OF PARADE ATTENDEES:
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PARADE IS:

☐ WALKING ONLY	☐ VEHICLES & WALKING	☐ VEHICLES ONLY	☐ WILL HAVE ANIMALS
---------------------------------------	---	--	--

OTHER PARADE INFO:



Park City Municipal Corporation

Special Event Permit Application

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CITY PARKING FACILITIES REQUEST

GENERAL PARKING

HOW MANY PARKING SPACES DOES THE EVENT NEED?

15

☐ MAIN STREET	☐ CHINA BRIDGE	☐ FLAGPOLE LOT	☐ BREW PUB LOT
☐ SANDRIDGE PARKING LOTS	☒ PARK AVENUE	☐ CITY PARK	☐ MAWHINNEY LOT
☐ QUINNS LOT	☐ RICHARDSON FLATS	OTHER:	

WILL THE EVENT PROVIDE TRANSPORTATION SERVICES TO THE EVENT FROM PARKING AREAS?:

YES

☒

NO

WILL THE EVENT HAVE ADA PARKING AVAILABLE?:

YES

☒

NO

WILL THE EVENT WILL REQUIRE PARKING REMOVAL?:

☒

YES

☐

NO

☒ The event will require parking removal as indicated below, and I will complete a special use of public parking application as required with the Park City Parking Services Department

NAME OF AREA OR STREETS: Park Avenue

BETWEEN: 7th Street and Heber Ave.

START / END TIME: 1pm-12am

REASON: Setup, event time, and breakdown.

NAME OF AREA OR STREETS:

BETWEEN:

START / END TIME:

REASON:

NAME OF AREA OR STREETS:

BETWEEN:

START / END TIME:

REASON:

NAME OF AREA OR STREETS:

BETWEEN:

START / END TIME:

REASON:

TRANSPORTATION

WILL THE EVENT PROVIDE ALTERNATIVE TRANSPORTATION OPTIONS?

☐ BUS	☐ BIKE	☒ WALK
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NAME OF TRANSPORTATION PROVIDER / COMPANY:

PHONE:

EMAIL:

THE APPLICANT IS PROVIDING SHUTTLE OR BUS TRANSPORTATION OUTSIDE OF THE CITY'S SCHEDULE AND HAS INCLUDED BUS DROP OFF AREA ON THE SITE MAP ATTACHED WITH THIS APPLICATION.

THE APPLICANT IS PROVIDING BIKE TRANSPORTATION AT THE EVENT AND HAS INCLUDED BIKE PARKING AREAS ON THE SITE MAP WITH THIS APPLICATION.

ADDITIONAL TRANSPORTATION INFORMATION:

PUBLIC FACILITY USE

CHECK ALL THAT APPLY:	☐	MINERS HOSPITAL AT CITY PARK	☐	PARK CITY LIBRARY MEETING ROOMS	☐	JIM SANTY AUDITORIUM
	☐	SOUTH CITY PARK	☐	CITY PARK COVERED BBQ AREA	☐	CITY PARK GAZEBO / STAND
	☐	CITY PARK SOFTBALLFIELD	☐	CITY PARK RUGBY FIELD	☐	SKATE PARK AT CITY PARK
	☐	QUINN'S SPORTS COMPL FIELDS	☐	ROTARY PARK	☐	SCHOOL DISTRICT FIELDS
	☐	DIRT JUMP PARK	☐	PARK CITY ICE ARENA	☐	OTHER:



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TEMPORARY STRUCTURES & FLAMMABLE MATERIALS

☒ I understand all temporary structures and flammable materials must be approved by the Park City Building Department. Such inspections will require a fire/building permit to be submitted 10 days prior to the event, as well as an on-site inspection the day of the event.

☐	☐	☒	☐	☐
TEMPORARY BLEACHERS	INFLATABLES	CANOPIES	TEMPORARY BADGES	TEMPORARY LIGHTING

☒ TENTS 10X10 OR UNDER HOW MANY?: 3

☒ TRAILER HOW MANY?: 1 restroom trailer and 1 LED screen truck

☒ STRUCTURES OVER 6 FEET TALL PURPOSE: Stage HOW MANY: 1

DOES EVENT HAVE ELECTRICAL NEEDS?: ☒ YES ☐ NO DOES EVENT REQUIRE USE OF GENERATORS?: ☒ YES ☐ NO

WILL YOU BE REQUESTING PERMITS FOR FIREWORKS?: ☐ YES ☒ NO

WILL THE EVENT REQUIRE THE USE OF FLAMMABLE MATERIALS, FUELS, OR GASSES?: ☒ YES ☒ NO

NAME SUCH MATERIALS: Gasoline for generators, propane heaters

WASTE MANAGEMENT AND RECYCLING

☐ THE EVENT WILL PROVIDE ITS OWN GARBAGE CANS AND WASTE MANAGEMENT.

☐ THE EVENT WILL PROVIDE ITS OWN DUMPSTERS, WHICH IS INDICATED ON THE SITE MAP.

☒ THE EVENT WILL USE THE CITY'S GARBAGE CANS AND WASTE MANAGEMENT, REQUIRING ADDITIONAL FEES.

☐ THE EVENT WILL USE THE CITY'S DUMPSTERS, REQUIRING ADDITIONAL FEES.

☐ THE EVENT WILL HIRE A COMPANY AND PROVIDE RECYCLING SERVICES FOR THE FOLLOWING MATERIALS:

☐	☐	☐	☐	☐	☐	☐
PLASTIC	PAPER	ALUMINUM	GLASS	CARDBOARD	COMPOST	OTHER

☐ THE EVENT WILL UTILIZE CITY RESTROOM FACILITIES.

☒ THE EVENT WILL BRING ITS OWN RESTROOMS AND SANITARY STATIONS.
(May be required by Summit County Health Department or Park City Building Department)

WILL ANIMALS BE AT THE EVENT?: ☐ YES ☒ NO IF YES, PLEASE DESCRIBE TYPE OF ANIMALS AND WASTE PLANS.

TYPES OF ANIMALS:

☐ I HAVE INCLUDED THE PLACEMENT OF THE ANIMALS IN THE SITE MAP OR LINE UP IN THE CONTINGENCY PLAN

WILL DOGS BE ALLOWED AT THE EVENT?: ☐ YES ☒ NO LEASHED UNLEASHED

The Waste Management Plan and Environmental Management Plan have been attached to this application as described above.

FOOD & MERCHANDISE SALES

☒ I understand that all vendors must obtain a Park City Business license. All vendors serving food and drink may also be required to obtain a food service or food handler permit from Summit County.

WILL THERE BE SALE OF MERCHANDISE?: ☐ YES ☒ NO

WILL THERE BE COMPLIMENTARY FOOD?: ☒ YES ☐ NO

WILL THERE BE SALE OF FOOD?: ☒ YES ☐ NO

WILL THERE BE ALCOHOL FOR SALE?: ☒ YES ☐ NO

☒	☒	☒
BEER	WINE	LIQUOR



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I HAVE CONTACTED THE PARK CITY FINANCE DEPARTMENT REGARDING REQUIREMENTS FOR BEER & LIQUOR LICENSES.

☒ I UNDERSTAND THAT THE UTAH DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL MAY REQUIRE OTHER PERMITS.

WILL FOOD ITEMS BE PRE-PACKAGED?: ☐ YES ☒ NO

WILL FOOD ITEMS BE COOKED ON SITE?: ☐ YES ☒ NO

I UNDERSTAND THAT IF COOKING IS ONSITE, A PARK CITY BUILDING/FIRE PERMIT MAY BE REQUIRED.

WILL FOOD ITEMS BE PREPARED OFFSITE?: ☒ YES ☐ NO

DESCRIBE ITEMS: Food will be prepared at High West for service to guests.

TEMPORARY SIGNS

WILL THERE BE TEMPORARY SIGNS AT THE EVENT?: ☒ YES ☐ NO

☒ I HAVE ATTACHED A SIGN PLAN DESCRIBING THE CONTENT, SIZES AND LOCATIONS IN THE CONTINGENCY PLAN.

SAFETY - SECURITY

☒ THE EMERGENCY AND SECURITY PLAN HAS BEEN INCLUDED IN THE OPERATIONS PLAN, AS WELL AS CROWD CONTROL, ACCESS, AND FIRST AID. AFTER REVIEW OF THIS APPLICATION, REQUIREMENTS FOR EMTS, FIRE, AND POLICE SERVICES WILL BE DETERMINED AS PART OF THE CONDITIONS OF APPROVAL OF THIS EVENT. THE SPECIAL EVENTS DEPARTMENT WILL BE ABLE TO GIVE THE APPLICANT AN ESTIMATE OF SUCH CITY SERVICE REQUIREMENTS UPON REQUEST.

THE EVENT WILL HAVE AMPLIFIED SOUND: ☒ YES ☐ NO

THE EVENT WILL REQUIRE LAW ENFORCEMENT SERVICES BEYOND ROUTINE PERIODIC PATROL: ☐ YES ☒ NO

COMMUNICATION NEEDS

WILL THERE BE INSTALLATION OF AN ANTENNA FOR COMMUNICATION NEEDS?: ☐ YES ☒ NO

INSTALLATION OF AN ANTENNA FOR COMMUNICATION IS INDICATED IN THE SITE PLAN WITH SPECIFICATIONS.

MARKETING OF EVENT

PROPER MARKETING OF YOUR EVENT IS VITAL TO ITS SUCCESS. PLEASE CONTACT THE PARK CITY CHAMBER FOR ADDITIONAL INFORMATION AND ASSISTANCE: www.visitparkcity.com

☒ I HAVE CHOSEN TO LIST INFORMATION REGARDING MY EVENT ON THE PARK CITY CHAMBER'S WEBSITE.

☐ I HAVE CHOSEN NOT TO LIST INFORMATION REGARDING MY EVENT ON THE PARK CITY CHAMBER'S WEBSITE.

WHO IS THE TARGET MARKET FOR THIS EVENT?: Families, nonprofit community

WHERE IS THE TARGET MARKET FOR THIS EVENT?: (choose all that apply)

☒
LOCAL

☐
REGIONAL

☐
NATIONAL

☐
INTERNATIONAL

WILL THIS EVENT BE FILMED AND TELEVISED?: (choose all that apply) ☒ YES ☐ NO

☒
LOCAL

☐
REGIONAL

☐
NATIONAL

☐
INTERNATIONAL

PLEASE LIST ALL ADVERTISEMENT INCLUDING MEDIA COVERAGE, NEWSPAPER, AND MAGAZINES:

MEDIA (RADIO/TV): KPCW, PCTV,

NEWSPAPER: Park Record

MAGAZINES: Milepost

OTHER: Social Media, Facebook groups, Nextdoor, School Outreach

PLEASE SELECT RANGE OF MARKETING BUDGET:

☐
\$100 OR UNDER

☐
\$100 - \$500

☐
\$500 - \$1,000

☐
\$1,000 - \$2,500

☒
ABOVE \$2,500



Park City Municipal Corporation

Special Event Permit Application

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APPLICANT AGREEMENT & SIGNATURE

I, the undersigned representative, have read the rules and regulations with reference to this application and am duly authorized by the organization to submit this application on its behalf. The information contained herein, including supporting documentation is complete and accurate.

Name (Printed):

Ellie Cutting

Signature:

Date: 9/13/21



PARK CITY MUNICIPAL CORPORATION
Special Event Hold Harmless and Indemnification Agreement

This Hold Harmless and Indemnification Agreement must be completed and returned to the Special Event Manager ten (10) working days prior to the event or the event will be cancelled.

PLEASE PRINT:

Park City Community Foundation

Name of Business/Organization

Live PC Give PC

Name of Special Event

11/5/21

Date(s) of Event

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to Park City Municipal Corporation that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid legal agreement and binding on such party and enforceable in accordance with its terms.

The person signing this Agreement represents and warrants to Park City Municipal Corporation that it has insurance coverage in place that covers the scope of activities associated with this event. This person further represents and warrants that the insurance coverage limits meet or exceed the coverage required to obtain this permit.

For and in consideration of Park City Municipal Corporation (PCMC) issuing a permit permitting the use of City streets and/or City owned/public property for the conducting of an event to be held as reported above, hereby agrees to defend, hold harmless, and indemnify PCMC, its officers, agents, servants, employees, and their successors, from and against all claims, loss, or demands for damages, including claims for loss of life, personal injury or wrongful death and/or damage to property arising out of the conduct of said Special Event as defined by Title 4 of the Park City Municipal Code, and further agrees that Applicant is indemnifying and holding harmless PCMC irrespective of whether the scope or limits of Applicant's insurance policies adequately cover any of the aforementioned claims or demands.

Park City Community Foundation

Name of Business/Organization

Ellie Cutting

Signature

Name Printed

Event Manager

Title

1918 Prospector Ave, Park City UT 84060

801-599-4272

Address and Phone Number

STATE OF UTAH)
)ss.
COUNTY OF SUMMIT)

On this _____ day of _____, 20____, before me, the undersigned notary, personally appeared _____, personally known to me/proved to me through identification documents allowed by law, to be the person whose name is signed on the preceding or attached document, and acknowledged that he/she signed it voluntarily for its stated purpose as _____ for _____.

Notary Public

Outdoor Special Event Emergency Operations Plan (EOP)

IMPORTANT – PLEASE READ THIS DOCUMENT IN ITS ENTIRETY

This outdoor special event emergency operations plan (EOP) is meant to train event volunteers/personnel as well as to create a more specific EOP for events. It is the event organizer/responsible party's duty to train event personnel in the following potential emergencies and to make sure that all key and supervisory event personnel are documented on the attached section with a number to contact them at during the event, their assignment and its location. With this event EOP, a map of all areas that the event will encompass is included. It outlines the area of the event, evacuation routes and ingress/egress for emergency personnel.

Fire & Medical Emergencies

Police, Fire and Ambulance will respond based on the initial call. Police personnel are trained in first aid and can provide stabilization until the ambulance arrives.

In Case of a Medical Emergency:

1. Call 911 (Stay on the telephone if possible until the dispatcher has all needed information). Give the nature of emergency,
2. Location (Your specific site location),
3. Your name and phone number where you can be called back,
4. Do not move victim unless absolutely necessary,
5. And stay on the telephone until the Dispatcher has all needed information and allows you to hang up.

In Case of a Fire:

1. Call 911 (Stay on the telephone if possible until the dispatcher has all needed information).
2. Give the nature of emergency and the location. Stay on the phone long enough to answer any questions the dispatcher might have. This will ensure that proper equipment and personnel respond. Police will provide rescue, traffic, communications and crowd control.
3. Alert people in the immediate vicinity to evacuate to safest designated areas. [SEE ATTACHED MAP(S)]
4. Use fire extinguisher if the fire is small and you have been trained in how to operate the device.
5. Never breathe the smoke from fire. Stay low and crawl if necessary to avoid it. Smoke from some plastics and other common materials are toxic. Stay upwind so combustion products will blow away you.
6. **DO NOT REENTER THE AREA.** If a life may be in jeopardy, notify the professionals and let them enter with proper equipment. A significant number of fire fatalities result when people who have successfully evacuated a fire area return to retrieve a valued item or to search for someone missing.

Weather Related Emergency

The on-site event organizer will be responsible for determining if weather conditions become a hazard to personnel/patrons at the activity. Choose the safest alternative.

Before Any Event:

Before any event, the on-site event organizer shall research types of weather that may occur during the particular time of year the event is scheduled. Once potential hazardous weather or conditions are identified, mitigation, preparedness and training efforts will be included in the event planning.

Lightning:

In the event of weather conditions with the potential of lightning activity, careful monitoring of the weather dynamics is required. Such factors as the developing cloud patterns in the area, the lightning, and thunder activity should be considered. In conditions where there is observable thunder and lightning, outdoor activities shall be suspended until thunder can no longer be heard.

Outdoor Special Event

Emergency Operations Plan (EOP)

There is no safe place outside when thunderstorms are in the area. Evacuate to substantial buildings, enclosed parking structures and hard-topped vehicles are safe options. A safe building is one that is fully enclosed with a roof, walls and floors, and has plumbing or wiring (excludes temporary, portable, or metal buildings).

Lightning Safety Rules:

- Keep an eye on the sky,
- If you see or hear a thunderstorm coming, immediately suspend outside activity and go to a safe building or vehicle,
- Postpone activities promptly; do not wait for rain.
- If you cannot get to a shelter, stay away from trees,
- If you are out in a field, get to the lowest point,
- Move away from a group of people,
- Avoid metal,
- Avoid contact with electrical equipment or cords,
- Avoid contact with plumbing,
- Stay away from windows and doors, and stay off porches,
- Do not lie on concrete floors and do not lean against concrete walls.

Wind:

Power outages may occur with as little as twenty-five mile per hour winds and can up-root trees with shallow roots. If an event has tents, be cautious of the stability of the structure. All tents must have a City permit, have 50# of weight per leg and be inspected by the PCMC Building Dept. Wind can pose a hazard to participants or spectators, and if the on-site event organizer determines that winds pose a life safety issue, then activities shall be suspended.

Hail:

Most hailstorms develop in the presence of cumulonimbus clouds and other severe weather phenomena. Hailstones can cause serious damage, notably to automobiles, aircraft, skylights, glass-roofed structures, and people. Hailstorms rarely last more than 15 minutes. Some safety tips for hailstorms that an on-site event organizer should know or may want to pass on to participants are as follows:

- If you are outside, get inside.
- If you cannot find shelter, at least find something to protect your head.
- Stay away from windows.

Excessive Heat:

Heat is the number one weather-related killer in the United States, resulting in hundreds of fatalities each year. On average, excessive heat claims more lives each year than floods, lightning, tornadoes, and hurricanes combined. In planning for outdoor activities during a heat wave, consider certain precautions, e.g., can the event be scheduled in the morning or evening hours when it is cooler? The on-site event organizer will offer or encourage participants to:

- Drink or have plenty of water available. Avoid alcoholic and high sugar drinks.
- Encourage participants to wear lightweight, light-colored, and loose-fitting clothing,
- Wear a wide-brimmed hat, sunglasses, and sunscreen.

Provide cooling places with misting stations.

Microburst Rainfall:

Microburst rainfalls occur within a plume of air with high amounts of moisture are directed around a cold-core low or tropical cyclone. Flash flooding can frequently occur in of slow-moving thunderstorms in urban environments where less plants and bodies of water are present to absorb and contain the extra water. Should excessive rainfall occur during an event, the on-site event organizer will:

- Listen to the radio or television for information.
- Be aware that flash flooding can occur. If the event site is in a low-lying area with the potential to flood, move immediately to higher ground.

Outdoor Special Event

Emergency Operations Plan (EOP)

- Be aware of streams, drainage channels, and other areas known to flood suddenly.
- Let participants know not to walk through moving water. Six inches of moving water can make you fall.
- Let participants know not to drive in flooded areas. If floodwaters rise around a car, abandon it. Move to higher ground.

Ice Storm:

Ice storms are caused by liquid precipitation freezing on cold surfaces and leads to the gradual development of a thickening layer of ice. The accumulation of ice during the storm can be extremely destructive. Trees and vegetation can be destroyed and ice can down power lines, causing loss of heat and communication lines. Because ice storms are usually slow developing, the on-site event organizer will monitor the weather before, during, and after the event. Mitigation efforts may include sanding or salting walkways, stairways, and roads, shortening the event, or offering shuttle service to minimize the number of cars and/or pedestrians on hazardous roadways.

Blizzard:

- Find a dry shelter. Cover all exposed parts of the body
- If shelter is not available:
 - Prepare a lean-to, wind break, or snow cave for protection from the wind.
 - Build a fire for heat and to attract attention. Place rocks around the fire to absorb and reflect heat.
 - Do not eat snow. It will lower your body temperature. Melt it first.

Earthquake:

The danger of an earthquake is high however it is unknown when such earthquake will happen. Should the large earthquake that's predicted happen (that is a 7.0 magnitude in the valley), it may result in a 5.6-5.8 magnitude here in Park City and surrounding areas. Precautions should be in place should the earthquake occur and event personnel should be aware of the danger and the procedures for safety and evacuation.

- Initially Drop Cover and Hold On
- Stay calm and await instructions from emergency personnel or a designated official.
- Keep away from overhead fixtures, windows, filing cabinets, and electrical power.
- Assist people with disabilities in finding a safe place.
- Evacuate as instructed by a designated official. Be aware of falling objects as you exit a structure or hazards on the ground or in the area.



Outdoor Special Event Emergency Operations Plan (EOP)

Event Personnel Contact Information Sheet

Event Details

Event Name: Live PC Give PC
Date(s) of Event: 11/5/21
Event Location(s): Park Avenue b/t 7th Street and Heber
Street Address of Event: 703 Park Ave, Park City UT 8406

On-site Day of Event Organizer/Responsible Party (please print clearly)

Primary Coordinator
Name: Ellie Cutting
Mobile Number: 801-599-4272

Co-Coordinator
Name: Christine Coleman
Mobile Number: 415-209-8506

Co-Coordinator
Name: _____
Mobile Number: _____

Other Event Personnel, i.e. volunteers, security, parking

Name: Andy Hecht
Mobile Number: 801-674-3286
Assignment: Volunteer Manager
Assignment Location: _____

Roving? – Yes ☒ No ☐

Name: Samantha Mueller
Mobile Number: 435-659-5984
Assignment: Donation Stations
Assignment Location: _____

Roving? – Yes ☒ No ☐

Name: Sarah MacCarthy
Mobile Number: 970-846-7770
Assignment: Event Staff
Assignment Location: _____

Roving? – Yes ☒ No ☐



Outdoor Special Event Emergency Operations Plan (EOP)

Name: Diego Zegarra
Mobile Number: 801-419-3393
Assignment: Event Staff
Assignment Location: _____

Roving? – Yes ☒ No ☐

Name: Mack Moran
Mobile Number: 248-891-0925
Assignment: Photographer, Event Staff
Assignment Location: _____

Roving? – Yes ☒ No ☐

Name: Maikella Clark
Mobile Number: 435-602-0079
Assignment: Donation Station
Assignment Location: _____

Roving? – Yes ☒ No ☐

Name: _____
Mobile Number: _____
Assignment: _____
Assignment Location: _____

Roving? – Yes ☐ No ☐

Name: _____
Mobile Number: _____
Assignment: _____
Assignment Location: _____

Roving? – Yes ☐ No ☐

Name: _____
Mobile Number: _____
Assignment: _____
Assignment Location: _____

Roving? – Yes ☐ No ☐

Name: _____
Mobile Number: _____
Assignment: _____
Assignment Location: _____

Roving? – Yes ☐ No ☐

Name: _____
Mobile Number: _____
Assignment: _____
Assignment Location: _____

Roving? – Yes ☐ No ☐



Outdoor Special Event Emergency Operations Plan (EOP)

Park City Public Safety Contact Numbers

EMERGENCY – Dial 911

Park City Police Dept ----- 435 -615-5500
(Non-Emergency Number)

Park City Fire Dist ----- 435-940-2500
(Non-Emergency Number)

Summit County Sheriffs ----- 435-615-3600
(Non-Emergency Number)

Summit County Health ---- 435-333-1500
(Non-Emergency Number)

Park City Building Department - 435-615-5100

Park City Special Events:

Colleen McGinn ----- 301-651-6565

Chris Phinney ----- 435-602-3539

Jenny Diersen ----- 435-615-5188

Park City Emergency Management - 435-615-5911
(24hr On-Call Number)

GREEN EVENTS CHECKLIST:

Thank you for helping us to preserve Park City's environment!
We are committed to the preservation and enhancement of the environment for our community and guests
Please submit this checklist along with your permit application.
Contact your Special Event Coordinator for more information or questions.

Name of Event: Live PC Give PC		Organization/ Business: Park City Community Four	
Total Estimated Attendance at Event: 500		Number of Vendors: 3	
Date of Event: 11/5/21			
Name of person responsible for overseeing green event practices for your event, including training staff and volunteers in sustainable practices: (recycling, composting, reuse, waste and energy reduction, etc.).		Ellie Cutting	
Email Address: ellie@parkcitycf.org		Cell Phone: 801-599-4272	
Signature of Event Producer:		Date: 9/13/21	
☒	Standard	☒	Extraordinary Measures
☒	Complete Environmental Management Plan and attach as part of the Supplemental Plan for your event.	☐	Use vendors that have an environmental policy, recycle use local food sources, use energy efficient appliances, offset their carbon footprint.
☒	Use electric spider boxes for power needs.	☐	Eliminate the use of fossil fuels for on site power needs.
☒	Use sand or other reusable ballasts for securing tents instead of water.	☐	Commit to and publicize water conservation efforts at ev
☒	Recycling is required in all areas of the event. Recycling containers must be paired with trash cans.	☒	Sponsors/Vendors distribute bags, bottles, or serving ma from recycled material, or that can be reused or recyclec
☐	Event Applicant materials printed on at least 30% post consumer recycled paper. Distributed items must be made from recycled materials that can be reused, recycled or reconsumed.	☒	Event Applicant does not offer printed materials. All pror materials are available electronically.
☐	Remind guests to bring their reusable bags and water bottles. Use, sell, or proote reusable bags and waterbottles.	☒	Event Applicant does notsell or give away plastic bottled the bottle is compostable. <i>(To try using watering stations containers).</i>
☒	Reusable banners, eco-friendly promotional material or recycle (i.e., banners into shopping bags).	☒	Use reusable linens instead of paper or plastic table cov
☒	Encourage the use of bicycles, buses, shuttles, carpools or other public transit to and from the event. This must be promoted on event website and marketing.	☐	Offer a Bike Valet (Summer Events - May through Octot
☒	Enforce a no idling policy for staff, volunteers, vendors and attendees.	☐	Incorporate alternative transportation plans into your eve City Transit with additional transit options. (This must be before implementing).
☒	Use eco-friendly serving utensils (compostable, plant-based or made from recycled materials) and eliminate the use of regular plastic cups and pre-packaged servings.	☐	Provide vegetarian meal options. Be local - offer food or that are made, grown and produced within 100 miles of I
☒	Be Styrofoam Free!	☐	Be Glass Free!
☒	Prepare food with reusable cutlery and dishes, or products that can be composted.	☐	Serve food in bulk – (avoid cans, bottles, sugar packets stations)
☒	Wastewater must be properly disposed of into the sanitary sewer system, i.e., floor sink or mop sink, etc., and it is prohibited to dispose of gray water into the storm sewer or directly onto the ground.	☐	Tell us what else you are doing. We love new ideas and



Park City Permit for Relief of Noise Restrictions 2019

A Permit for Relief of Noise Restrictions is required of any person or company that engages in an activity in violation of Park City Code 6-3. Per the Park City Code Section 6-3-11, applications for a permit for relief from the noise restrictions may be made to the Chief of Police as it pertains to special events, community, or private functions or events. Any permit granted by the Chief of Police shall contain all conditions upon which the permit has been granted, including, but not limited to, the effective dates, time of day, location, sound pressure level, or equipment limitation and name and contact information for the on-scene officiator.

Applicant Name: Ellie Cutting

Purpose of Activity: Live PC Give PC

Address of Event (property on which noise generating activity will occur): 703 Park Avenue

Date(s) of Event: 11/5/21 Time of Amplified Noise (Include Sound Check): 3pm-9pm

Type of Noise Generated: Music

Estimated Number of People in Attendance: 500

Level of Noise Permitted: _____

I, Ellie Cutting, acknowledge and understand Park City Code 6-3 and certify that all information stated above is correct. As the applicant, I will have amplified sound no higher than a decibel limit of 55 between the times of 1pm to 9pm (all permits expire at 10:00 PM). Should I violate the terms of the agreement, I will immediately remedy the situation or be subject to the penalties listed below.

Signature:

Date:



9/13/21

Responsible person who will be attending the event and will be monitoring noise levels:

Onsite Officiator: Ellie Cutting Phone: 801-599-4272

Please Note:

The officiator in charge of the event is responsible to monitor and maintain the permissible sound levels spelled out in this permit. Additionally, the officiator is responsible to mitigate complaints received by the Park City Police Department. Failure to mitigate complaints immediately, once brought to the officiator's attention, may result in a criminal citation and/or a revocation of this permit.

Approved by (PCPD): _____

Signature: _____

Date: _____

9/13/21

Required Information:

The following residential property owners have no objection to the type of noise that will occur at the location, and at the date and time, given above:

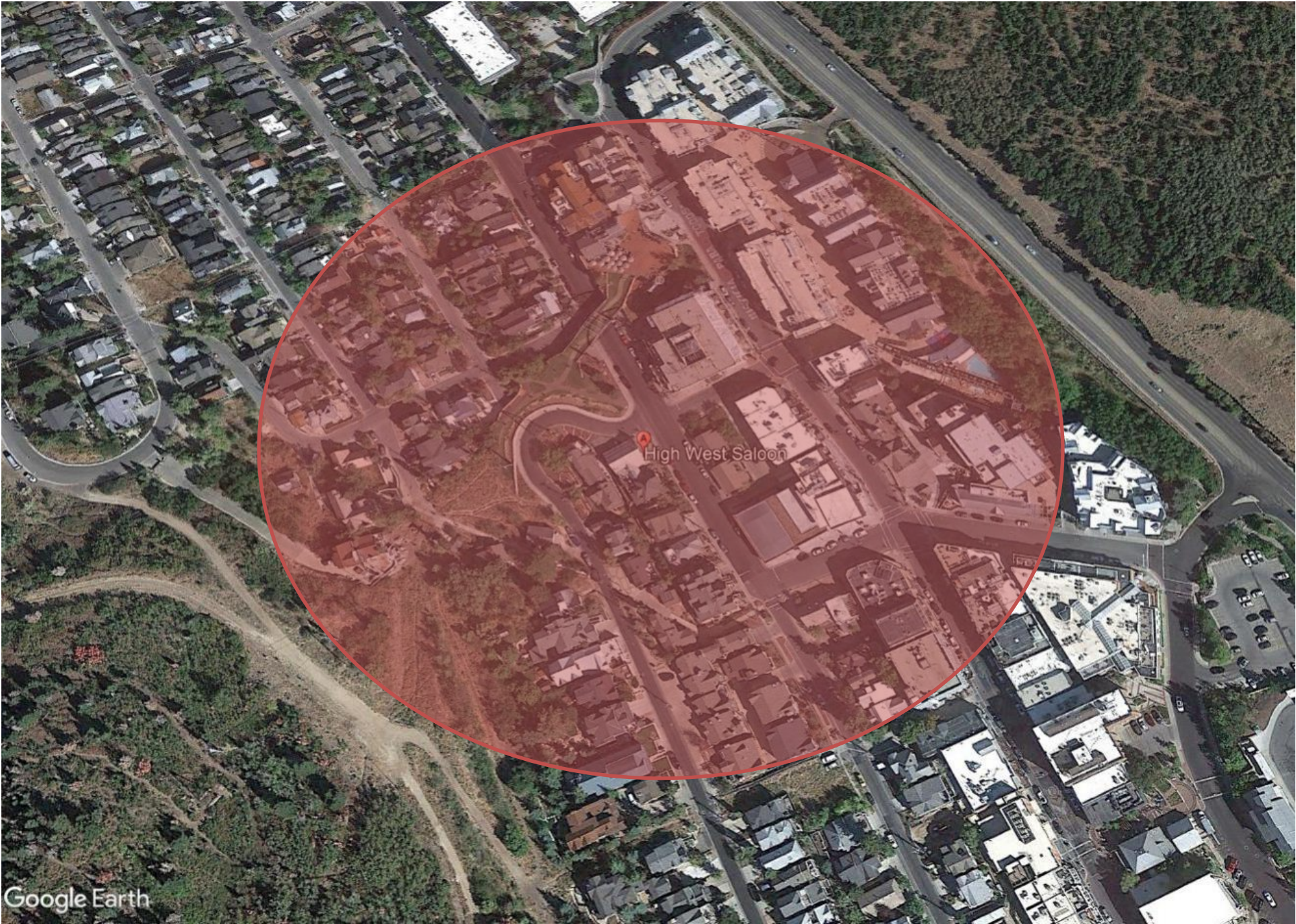
The following residential property owners have objection to the type of noise that will occur at the location, and at the date and time, given above:

Please Note: As per Park City Code Section 6-3-4, the Police Department shall be responsible for the administration of these rules and regulations and any other powers vested in it by law and shall make inspections of any premises and issue orders as necessary to effect the purposes of these regulations, and do any and all acts permitted by law that are necessary for the successful enforcement of these regulations.

As per Park City Code Section 6-3-14, the Police Department may upon discovery or report of a violation be able to issue a criminal citation for the violation or may file a report with the City Prosecutor's Office for review and issuance of information and summons to court to answer the charges.

As per Park City Code Section 6-3-15, any person who is found guilty of violating any of the provisions of these rules and regulations, either by failing to do those acts required herein or by doing a prohibited act, is guilty of an infraction. Each day such violation is committed, or permitted to continue, shall constitute a separate violation. The City Attorney may initiate legal action, civil or criminal, requested by the Department abate any condition that exists in violation of these rules and regulations. In addition to other penalties imposed by a court of competent jurisdiction, any person(s) found guilty of violating any of these rules and regulations shall be liable for all expenses incurred by the Department in removing or abating any nuisance or other noise disturbance.

Exhibit B: Live PC Give PC Outreach





Live PC Give PC 2021

Special Event Permit & Road Closure

What is Live PC Give PC?

Live PC Give PC is a one-day event, started in 2011, that encourages the greater Park City community to contribute to over 100 local nonprofit organizations through a single online giving platform every first Friday of November. This giving day is coordinated by Park City Community Foundation in partnership with area nonprofits and brings in millions each year. In 2020, we raised over \$3.4 million for local nonprofit organizations!

What's Going on in 2021?

Every year, we invite the community to help us celebrate our nonprofits with a party. This year, we are requesting to hold our party "Under the Stars" to allow for the community to come together and celebrate safely in an outdoor setting.

Operations & Event Impacts

Road Closure from 1pm – 12am

Park Ave. from 7th St. to Heber Ave.
Parking will be removed and street will be closed. There will be minor traffic detours and transit will be rerouted to 9th Street. We will ensure businesses and residents have access and parking. During the event, we will have a band with music. We have applied for a Noise Variance from 5 p.m. to 9 p.m. at 80 decibels.

To Give Public Comment:

City Council Meeting
10/7/21, Time TBD
Council_mail@parkcity.org



For questions, contact:

Ellie Cutting, Event Manager, Park City Community Foundation
ellie@parkcitycf.org
Chris Phinney, Special Events Coordinator, PCMC
chris.phinney@parkcity.org



SPECIAL EVENT PERMIT

Event Level: Level 4
Event Name: Live PC Give PC
Event Date(s): Friday, November 5, 2021
Event Time(s): 5:00 p.m. to 9:00 p.m. (1:00 p.m. to 5:00 p.m. setup/9:00 pm to 11:59 pm breakdown)
Event Location: Park Avenue, between 7th Street and Heber Ave
Permittee: Park City Community Foundation
Contact Person: Ellie Cutting, PCCF Event Manager
Approved By: City Council of Park City
Approval Date: Thursday, October 7, 2021

The City Council has approved a Level Four Special Event Permit for the Live PC Give PC event to be held on Park Avenue between 7th Street and Heber Ave on the following day and time: November 5, 2021, from 5:00 p.m. to 9:00 p.m. This Special Event Permit has been issued under the authority described within the Park City Municipal Code Section 4A based on the following Findings of Fact, Conclusions of Law, and Conditions of Approval.

Findings of Fact:

1. The Live PC Give PC event to be held on Park Avenue between 7th Street and Heber Ave on the following day and time: November 5, 2021 from 5:00 p.m. to 9:00 p.m. Set up is to begin at 1 p.m. and be completed by 5 p.m. Breakdown of the event will occur between 9 p.m. and 11:59 p.m.
2. Per section [4A-1-1.7\(A\) and](#), Staff has determined the Live PC Give PC Street Party is an event based on the following:
 - a. The event is a cultural event, held for charitable purposes, occurring for a limited duration that impacts the City by using and impacting City property in the following ways:
 - b. Interruption of the safe and efficient flow of transportation in Park City, including streets and public rights of way, which include temporary road closures, impacts on streets and sidewalks necessary for the safe and efficient flow of transportation and pedestrian movement in Park City;
 - c. Use of Public property and facilities;
 - d. Use of City parking facilities;
 - e. Use of amplified sound that is above Title 6 of the municipal code; and
 - f. Need for public safety beyond their normal scope of operations.

3. Per section [4A-1-1.7\(B\)](#) staff has determined the event to be a Level Four event due to:
 - a. The attendance throughout the event time period is estimated to be up to 500 people;
 - b. Has moderate impact on surrounding areas;
 - c. Has moderate to major transportation needs including removal of parking, requires a transportation mitigation plan and minor to moderate residential transportation mitigation and may requires Park City Transit rerouting; and
 - d. Requires public safety staffing needs beyond their normal operations, including moderate to major support in the venues and minor to moderate traffic control.
4. Per section 4A-2-3 regarding Special Event Permit Application Procedure, the Park City Community Foundation submitted a Pre-Event Application for Live PC Give PC Street Party event on September 1, 2021. The Special Events Manager allowed the Special Event Application to proceed after submission deadlines upon showing of good cause for onetime event that creates a unique opportunity and benefits Park City's community, culture, and economy.
5. Per section 4A-2-3 D, the event is a new Level 4 event, and does not take place during a Peak Time Period, and therefor may be considered.
6. Per section 4A-2-3 F, the event has been determined to be a Level 4 event and is allowed per annual event level caps (up to 10 Level Four events are permitted annually). will fit in the annual event level caps as a Level 4 Special Event.
7. Per section 4A-2-4, the reasons for hosting the event in Park City is consistent with Park City's General Plan. The event provides positive cultural and community value including that the reason for hosting the event in Park City and the venue is consistent with Park City's goals to create a complete community through its core values and partnerships with organizations that support Park City's community goals, local athletic, cultural celebrations and honor local groups and individuals. Staff finds that Live PC Give PC has authentic tie to the local community and is not using Park City as a backdrop. Furthermore, the event provides event diversity by targeting local gathering and underserved participants and the onetime event adds uniqueness to the existing event calendar in a manner not reflected by other approved events. The event is not primarily a retail activity solely acting to avoid more restrictive general zoning and license regulations.
8. Per section 4A-2-4, the Live PC Give PC event will occur on private property at High West as well as on City Owned property on Park Avenue between 7th Street and Heber Ave. There is a street closure with this approval. Parking will be removed on Park Ave between 7th Street an Heber Avenue as well as the North Side of Heber Ave from Main Street east to Park Ave. The event does not unreasonably restrict public access or adversely impact shared space or the public due to the nature of the event, proposed location and conditions.
9. Per section 4A-2-4, public transportation and other vehicular and pedestrian traffic in the area will be interrupted and re-routed. The conduct of the event will not

substantially interrupt or prevent the safe and orderly movement of public transportation or other vehicular and pedestrian traffic in the area of the venue.

10. Per section 4A-2-4, the Live PC Give PC event will require Public Safety. Police, fire, or other essential public employees are required for this event, but will not require the diversion of so great of a number of police, fire, or other essential public employees from their normal duties as to prevent reasonable police, fire or other public services protection to the remainder of the City.
11. Per section 4A-2-4, the Permittee agrees to provide the services of a sufficient number of traffic controllers, signs and barriers or traffic devices, monitors for crowd control and safety; safety, health and sanitation equipment and services or facilities reasonably necessary to ensure that the Special event will be conducted without creating unreasonable negative impacts to the area and with due regard for safety and the environment. The Permittee has provided an adequate transportation and offsite parking and traffic circulation plan in the vicinity of the event, required insurance and other services and facilities necessary to comply with City ordinances.
12. Per section 4A-2-5, there are no other Special Events approved for November 5, 2021, therefore, the Special Event will not interfere with any other Special Event for which a permit has already been granted or with the provision of City service in support of other such events or governmental functions.
13. Per section 4A-2-4, the Permittee, Park City Community Foundation, and Event Organizer, Ellie Cutting, have worked with City Staff to ensure that all conditions of the event will be met. The Permittee is responsible for obtaining approval of any other public agencies within whose jurisdiction the event or a portion thereof will occur. The applicant has obtained the approval of private property if which a portion of the event will occur.
14. Per section 4A-2-4, the Permittee has demonstrated an ability and willingness to conduct the event pursuant to the terms and conditions of the Park City Municipal Code and never failed to conduct a previously authorized event in accordance with the law or terms of a permit or both.
15. Per section 4A-2-7, the City has assessed the Special Event Application Fee and City Service Fees according to the City's Fee Resolution.
16. Per section 4A-2-9, the Permittee has applied for City Service Fee Reduction past the deadline of the applications due to an immediate need. The Fee Reduction Application was not filed on time, as the request for the event was not known to the applicant by the deadlines. Staff will evaluate the Fee Reduction Application per the standards of the code. Any fees that are not reduced will be the responsibility of the Applicant to pay.
17. Per section 4A-2-11, the Special Event Manager has required the Applicant to develop a traffic and transportation control plan which shall be reviewed and approved by the Transportation and Police Departments in collaboration with Special Events Department. The plan shall include determinations on transit impacts, traffic control and other methods of transportation required for the event. The road closure requires traffic control with Police Officers as determined by the Police Department's risk assessment and operations. The Permittee shall restore the road and impacted

area to its original condition, free from litter and other materials. The Special Events Coordinator will monitor and ensure compliance with the terms and conditions for this Special Event Permit.

18. Per section 4A-2-11, the Permittee will develop emergency plans, Operations plan and timeline, weather plans, health and safety plans, outreach and notification plan. The Special Events Manager has required the Permittee to provide notice of the event to nearby residents and businesses. The Permittee is required to provide a detailed map showing location of parking areas, signs, banners, power sources, toilet facilities and other appropriate information. Applicant is responsible for obtaining appropriate permission to location such facilities on private property.

Conclusions of Law:

1. The application is consistent with the requirements of the Park City Municipal Code, Title 4A, Chapter 2.

Conditions of Approval:

1. The Permittee shall ensure that all activities abide by the laws and parameters set forth by Standards for License Approval section 4A-2-4(A).
2. All plans for tents, stages and other temporary structures shall be submitted to the Building Department for review and permitting by Monday, November 1, 2021.
3. All City, County and State permit approvals required for this event shall be secured by Monday, November 1, 2021 and submitted to Park City Municipal.
4. The Permittee is required to provide supplemental documents including a Transportation and traffic control plan, Contingency plans, Site Identification and detailed map showing specifics of event operations as described in section 4A-2-11. Such documents shall be reviewed and approved with conditions administratively by the Special Events Manager in coordination with from the Chief of Police, Transportation Manager, Chief Building Official and Economic Development Manager.
5. The Permittee, shall incorporate such measures as directed by Staff in order to ensure that any safety, health, or sanitation equipment, and services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety are provided by the permittee.
6. As according to section 6-3-11 of the Municipal Code, a permit for relief from the noise restrictions on the basis of undue hardship has been made to the Chief of Police. The permittee has been granted a permit for relief from the noise restrictions by the Chief of Police not to exceed 80 decibels between 5:00 p.m. and 9:00 p.m. November 5, 2021. The permittee shall work to orient noise activities to minimize sound impacts to the neighboring residents, businesses and public facilities. If a complaint is received by Park City Police Department, they will investigate the complaint. If asked by the Park City Special Events or Police Department, the permittee shall turn noise down to mitigate concerns of noise from surrounding residents, businesses or public facilities.
7. The Permittee is required to provide a sufficient number of traffic controllers, signs and other equipment as required by City, not limited to barriers, fencing, traffic devices, monitors for crowd control and safety, and such measures as directed by

City, County or State Staff in order to ensure that any safety, health, or sanitation equipment, services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety and the environment, adequate offsite parking and traffic circulation in the vicinity of the event and other services or facilities as necessary to ensure compliance with City ordinances in a plan approved by the Transportation Director, Chief of Police and Chief Building Official in accordance with the Transportation Demand Management Plan, Park City Risk Assessment and International Building and Fire Code.

8. The Permittee is required to provide proof of liability insurance in the amount of two million dollars (\$2,000,000) per occurrence / four million dollars (\$4,000,000) aggregate, two million (\$2,000,000) auto liability combined single limit bodily injury and property damage per accident, dramshop liability in the amount of one million dollars (\$1,000,000) per occurrence / two million dollars (\$2,000,000) aggregate, and proof of workman's comp in the amount of one million dollars (\$1,000,000) for each disease and accident as required by the Special Events Manager or the City Attorney's Office, and shall further name Park City Municipal Corporation as additional insured. The obligation to provide the insurance shall be considered a binding contract. All Permittees shall further indemnify the City from liability occurring at the event except for any claim arising out of the sole negligence or intentional torts of the City or its employees
9. The Park City Special Events, Police, Fire, Building Official/Fire Marshal, and Emergency Management Departments have the right enter the event for official reasons and hold the right to cancel the event upon any condition, violation or weather that jeopardizes the life, safety or property of the residents or visitors of Park City.
10. The Permittee is responsible for all trash and waste removal associated with the event and to leave Park Ave in an "as is" condition.
11. The approval identification provided with the approval of this permit must be in possession of the permittee at all times while on location and must be made available for inspection when requested by City authorities or the public. The permittee is responsible for providing a schedule of events and access to any site for purposes of Code Enforcement or Public Safety as outlined by Park City Municipal Code 4A-2-6.
12. The Permittee has been issued a City Services Fee estimate of \$6,500. The Permittee has applied for a fee waiver and will be responsible for payment of fees that are not waived.

APPROVED this Thursday, the 7th day of October, 2021

PARK CITY MUNICIPAL CORPORATION

City Manager, Matt Dias

Attest:

Leah Langan, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney

Council Agenda Item Report

Meeting Date: October 7, 2021

Submitted by: Jenny Diersen

Submitting Department: Sustainability

Item Type: Work Session

Agenda Section:

Subject:

Discuss Triple Crown Sports City Service Agreement

(A) Public Input

Suggested Action:

Attachments:

[Triple Crown Staff Report](#)

City Council Staff Report

Subject: Triple Crown City Service Agreement
Author: Jenny Diersen
Department: Special Events & Economic Development
Date: October 7, 2021
Type of Item: Work Session

Recommendation

Review and discuss Triple Crown Sports (TCS) proposal for a City Service Agreement (CSA). While considering TCS proposal, Council should provide feedback regarding outreach process, and timeline to return to for action (approval with terms or denial).

Executive Summary

TCS is a boy's baseball and girl's fastpitch softball tournament held over 14 days (initially 21 days) in Park City. The event has a lengthy [background](#) and was brought to Park City in 2003 by the Park City Chamber and Visitors Bureau to boost the year-round and mid-week economy. The event is held in various communities across the country.

TCS's current [CSA](#) expires on November 30, 2021. TCS prepared the following proposal for Council to consider:

1. Contract Length: Two-year rolling agreement for 2022 (July 15 to 27) and 2023 (July 14 to 28). Annually on August 15, the CSA would renew for another year, unless the parties put in writing intent not to renew. For instance, on August 15, 2022, the contract would renew for 2024, and so on.
 - a. As an alternative, TCS proposed a three-year CSA for 2022, 2023, and 2024 (July 14 to 26) with the intent that the parties would begin negotiating a new contract by January 2024.
2. Fee Reductions: City waive fifty percent of City Service Fees, an estimated total of \$60,000. TCS agrees to pay fifty percent of fees annually, estimated at \$30,000.
3. Date Conflicts: Guarantee no conflict with Extreme Soccer Tournament. In years where there is a conflict of dates between the tournaments (2024 and 2025), TCS agrees to share fields.

Background

The City has used CSAs as a tool for managing significant events that benefit from long-term planning and stability and create substantial cultural and economic value for residents, businesses, and community. These agreements outline each party's clear service scope, including contract length, city services, financial assistance, use and lease terms of city facilities and property, performance measures, and insurance and indemnification.

On [October 12, 2017](#) (p.10), City Council renegotiated the CSA with TCS to better align with the community's critical priorities and asked that the CSA focus on additional mitigation for transportation and sustainability efforts and reduce the Special Event fee

waivers (SEFR). There were no calendar conflicts with local recreation programs identified at the time contract approval. Terms of the CSA included:

- Three-year agreement (2018 to 2020);
- Lowered the annual fee reduction from \$93,000 to \$50,000 in the first year;
- Further reduced fee waivers \$10,000 annually through 2020;
- Balance City Park field use with local play; and
- Add performance measures for waste and environmental sustainability and continue reporting economic data.

In 2018, after the TCS CSA was approved, Council approved Big Stars Bright Nights (BSBN) concert series at City Park. TCS agreed to move games off City Park and Quinn's Fields to accommodate BSBN with no further negotiations.

On [September 27, 2018](#) (p. 32), [minutes](#) (p.6), City Council approved [significant changes to section 4A of the municipal code regarding special events](#) to better manage impacts stemming from events. Even with substantial changes, some community members remain concerned about event fatigue and events with large volumes of attendees without a strong local cultural benefit.

In summer of 2018, a date conflict with Extreme Soccer was identified for July 2019. On [December 11, 2018](#) (p.111)/ ([minutes](#) p. 7). Council approved an amendment to the TCS CSA. PCMC agreed to keep the annual fee reduction at \$50,000 in return for sharing fields to accommodate both events due to TCS's projected revenue loss with the reduced number of games.

TCS canceled its Park City event in 2020 due to COVID-19 impacts, but remained upset with Park City about the cancellations timing and the reliance on precautionary COVID measures. On [September 17, 2020 \(p. 7\)](#), City Council provided direction to:

- Extend the current TCS CSA for one-year due to the impacts of COVID 19; and
- Prepare preliminary parameters for consideration of a longer-term contract after 2021, including:
 - A shortened contract term;
 - Elimination of fee reductions; and
 - Prioritize local tournaments and teams before out-of-state tournaments.

On [October 13, 2020](#) (p.164), ([minutes](#) p. 12) Council approved a one-year extension to the TCS CSA agreement due to the impacts of COVID-19, this included that fees continue to be reduced by \$10,000 annually.

Analysis

Staff seeks direction regarding the community engagement process for TCS proposed terms. TCS desires to continue its relationship with Park City by continuing to host its annual event here. Over the years, TCS has worked with the City to manage impacts, reduce and pay for costs, and align with community goals and priorities. TCS and the City have worked through conflicts as they arise.

However, the role of Special Events – and particularly large events that draw many

visitors from out of the area – has changed significantly over the last 20 years. In 2018 the City Council revised the City’s Special Events policy, focusing on reducing event impacts on the community in the summer months, and on the number of events overall.

Outreach

Staff informed Extreme Soccer, HPCA, Lodging Association, Restaurant Association, Park City Chamber, School District, and Basin Recreation of the discussions with TCS. They have also coordinated with the Recreation and Parks Departments. As of the time this report published, staff had not received any feedback. There may be public input on the item.

Economic Data

Item	2017	2018	2019**	2020	2021
Total Number of Teams*	140	124	124	0	134
Instate Teams*	29	27	35	0	27
Out of State Teams*	111	97	89	0	107
City Lodging	\$315,500 / 54%	\$309,727 / 60%	\$201,373 / 40%	0	tbd
County Lodging	\$266,000 / 46%	\$220,469 / 60%	\$227,788 / 40%	0	tbd
Total Lodging	\$581,000	\$530,196	\$429,161	0	\$564,200
Estimated Tax Revenue direct to PC from lodging	\$6,310	\$5,779	\$4,677	0	tbd
Economic Impact Overall	\$3,628,800	\$3,032,640	\$2,237,760	0	\$2,097,842
Local Economic Impact	\$94,349	\$78,849	\$58,182	0	\$54,544
<i>*Estimated 36 people per team</i>					
<i>** Year which TCS was shortened to accomidate sharing fields with Extreme Soccer</i>					
<i>Average Length of Stay is 6 days</i>					

Council should provide feedback regarding outreach approach as they consider TCS terms. Staff is not asking Council take action this evening.

Staff recommends a final engagement period prior to taking action (either approval with terms or denial). This includes directing the Applicant and Staff to complete any outreach to residents or other community groups and return for public hearing and action on either October 28 or November 18.

Funding

TCS estimated City Service Fees are \$60,000. There is no cash subsidy from the City associated with this agreement. Contracted events fees do not count towards the annual \$200,000 Special Event Fee Reduction (SEFR) threshold.

Triple Crown City Service Fees 2018 - 2021			
Year	Fees Waived	Fees Paid by Triple Crown	Total
2018	\$50,000.00	\$11,036.00	\$61,036.00
2019	\$50,000.00	\$4,970.00	\$54,970.00
2020	\$0.00	\$0.00	\$0.00
2021	\$40,000.00	\$26,638.00	\$66,638.00

Council Agenda Item Report

Meeting Date: October 7, 2021

Submitted by: Jonathan Weidenhamer

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Authorize a Two-Year Extension through November 8, 2023, for Park City Municipal (PCMC) to Exercise its Option to Extend the PCMC/Park City School District (PCSD) Fields Lease Agreement for an Additional 16 Years

(A) Public Input (B) Action

Suggested Action:

Attachments:

[Fields Agreement Extension Staff Report](#)

[Exhibit A: Fields Agreement](#)

[Exhibit B: Second Addendum](#)

[Exhibit C: Third Addendum Draft](#)



City Council Staff Report

Subject: Extension of lease & agreement for use of school fields between Park City Municipal and the Park City School District
Author: Jonathan Weidenhamer
Department: Economic Development
Date: October 7, 2021
Type of Item: New Business

Recommendation

Authorize a two-year extension through November 8, 2023, for Park City Municipal (PCMC) to exercise its option to extend the PCMC/Park City School District (PCSD) Fields Lease Agreement for an additional sixteen years.

Executive Summary

- PCMC and PCSD agreed to extend the Fields Lease Agreement (Exhibit A) for one year on October 29, 2020 (Exhibit B).
- Extending for two years will allow the school master planning process to be completed and allow flexibility for both parties before any final decisions are made related to the future field lease and responsibilities.
- PCMC, at their sole discretion, could extend the agreement for 16 years by providing notice to the PCSD by November 8, 2023.
- The Council Liaisons (Beerman, Worel) to PCSD are supportive of a two-year extension to allow the schools master planning and construction planning process to take place first.

Background

Broad Interlocal Agreement

PCMC, PCSD, and Snyderville Basin Special Recreation District also have an Inter-local Agreement (ILA) for Joint Use of Facilities for Recreation. It was renewed in 2012 and again recently on May 30, 2019. The current ILA is a five-year term with automatic renewals through 2046. Any party can void the agreement with a year's written notice ([Council May 30, 2019](#)). The ILA encourages the joint use of the Fields and Facilities between the parties, and gives priority usage, after the owning Party's programming and/or on-going community obligations are met, to the requests submitted by the other Parties and Stakeholder groups; and establishes procedures to encourage cooperative working relationships between SBSRD, PCMC and PCSD personnel at all levels and to quickly resolve issues.

Fields Lease Agreement

PCMC and PCSD entered a standalone, 30 year "Lease and Agreement for Use of School Facilities for Recreation" (Fields Lease Agreement) on November 20, 1990, (Exhibit A). In 1990, the PCSD had land for fields but lacked funding for construction. PCMC paid approximately \$1 million to build the fields (PCHS Baseball, Softball & Little League, Treasure

Mountain Fields, and North 40 Fields). PCMC provides maintenance and water at no cost. In return, PCMC:

- o Has unilateral access to the fields when the PCSD isn't using them;
- o Receives 300 hours of gymnasium use at PCSD gymnasiums, at no cost; and
- o Retains field rental revenues.

The intent of the Fields lease agreement generally is limited to field use. It includes site-specific details for each field: General Provisions: P.5 – 4(c) “*Agreement is general in nature to Fields...when deemed Parties will approve appropriate individual site-specific plans and maintenance agreements...*”).

Another important terms in the lease (3.e) states, “if PCSD wants to displace recreation improvements, they must provide the City with 12 months’ written notice and compensate the City for the current value of improvements.”

Lastly, PCMC (Parks Department) spends annually approximately \$213k in maintenance (materials, supplies, and equipment) and roughly \$241k in water consumption.

Analysis

Staff recommends a third addendum to Section 4 of the Lease:

4.0 (a) *Subject to prior termination, as provided, the term shall be thirty-four (30-34) years commencing November 8, 1990.*

(b) *The City, at its sole discretion, may extend the term by twenty sixteen (20 16) years by providing notice to the District of its intent to extend by November 8, 2019 2023.*

- A two-year extension of the Field agreement will align with the end of the initial 5-year term of the regional ILA (spring 2024). This will allow the parties to adjust, if necessary, to implement the PCSD master plan.
- The two-year extension will remove two years off the end date of expiration (from 18 to 16 years remaining).
- Through the lease, local stakeholders receive discounted access to the fields, which staff estimates saves them over \$150,000 annually.
- PCMC receives \$50,000 in field rental revenue annually, plus staff estimates another \$257,000 in economic spending impact may be reduced or lost without PCMC access to the fields from visitors spending who come for special events and tournaments

Attachments

- A 1990 Fields Lease
- B Second Addendum
- C Draft Third Addendum

Exhibit A - Fields Agreement (Exhibit E of Regional ILA)

EXHIBIT E

AGREEMENT FOR JOINT USE OF FACILITIES FOR RECREATION

LEASE AND AGREEMENT FOR USE OF SCHOOL FACILITIES FOR RECREATION

THIS LEASE AND USE AGREEMENT (Agreement) is made and entered into this 22nd day of Nov., 1990 by and between Park City, a Municipal Corporation ("City") and the Park City School District ("District").

IN CONSIDERATION of the mutual promises and other considerations expressed herein, the District and the City agree as follows:

1.0 Premises.

The property covered by this Agreement consists of real property in Park City, Summit County, Utah commonly known as school fields, the legal description of which is set forth in Exhibit "A."

2.0 Lease of Premises and Rent.

The District hereby leases the Premises to the City for one (1) dollar per year, payable in advance, subject to the conditions and restrictions of this Agreement.

3.0 Use of Premises.

(a) The City shall use or cause the Premises to be used for public recreation programs and the construction, renovation and maintenance of facilities for such programs.

(b) The City shall secure written approval according to procedures described in paragraph 5.0 from the District for new facilities (not renovation or maintenance) prior to commencing construction.

(c) The City shall have the responsibility for scheduling use of the recreation fields and improvements.

(d) The District shall be assured priority in the use of the recreation fields for official school purposes by permitting the District to reserve space in advance of the City or other groups and scheduling City activities around the times school is in session.

(e) The District may displace recreation improvements for the construction or development of any school facility provided that the District gives the City twelve (12) months written notice of its intent to displace the improvements and compensates the City for the current value of improvements. The value may be established by mutual agreement or independent appraisal.

(f) The City shall be responsible for the Leased Premises at all times when the premises are not used by the District or its agents. The City expressly assumes the risk, obligation and liability in connection with the Leased Premises except for those times during which the District is scheduled to use the Leased Premises or any part thereof.

(g) The Premises constitute a non-public forum and any use of the Leased Premises for other than District sponsored programs and Park City sponsored recreation programs is subject to approval by the Park City School District Board of Education.

4.0 Term.

(a) Subject to prior termination, as provided, the term shall be thirty (30) years commencing November 8, 1990.

(b) The City, at its sole discretion, may extend the term by twenty (20) years by providing notice to the District of its intent to extend by November 8, 2019.

5.0 Construction and Renovation.

(a) By November 8, 1991 and prior to any major construction, the City shall submit to the District a tentative schedule of improvements and construction.

(b) The City shall not commence construction of new facilities or demolition of existing structures or improvements without prior written consent from the District, which consent shall not be unreasonably withheld.

(c) Once construction is commenced, the City shall diligently pursue completion of the project or phase of construction.

(d) The City shall have the sole and exclusive duty to manage any construction of facilities or improvements on the Leased Premises during the term of the Lease.

(e) Prior to any improvements or construction on the Leased Premises, the City shall submit to the District complete specifications identifying the improvements or construction contemplated by the City and, if possible, plans to be used in connection with the improvement or construction.

(f) The City shall be responsible for managing construction and shall not abandon the construction and shall obtain and commit sufficient money to ensure that the improvements or construction are completed prior to the end of the term of this Agreement. In the event that this Agreement is terminated due to the City's failure to perform the provision of this Agreement during the lease term, the City shall have the responsibility to complete the construction and improvements at its sole cost.

(g) The City hereby agrees that it will expend at least the total sum of \$1,000,000.00 over the term of this Agreement. The City shall expend at least \$25,000.00 for each year until the City has expended at least \$500,000 after which the City need not expend \$25,000.00 per year but shall remain obligated to expend at least the total amount of \$1,000,000.00 over the ^{first term of the term} ten year term of the Agreement to complete improvements to the Leased Premises. The City agrees that this

provision is material and any breach of this provision shall be grounds to terminate this Agreement within the School District's sole discretion.

6.0 Maintenance and Repairs.

The City shall keep and maintain the premises and all structures, improvements, landscaping, lawns and equipment which may now or hereafter be on the premises in good condition and repair, consistent with standards for similar City facilities.

7.0 Utilities and Refuse.

(a) The City shall be entitled to use gymnasium facilities in the Leased Premises for up to 300 hours per year and the District shall pay actual utility costs for these first 300 hours. The School District shall maintain records showing the actual use of the facilities by the City. However, the City shall pay the utility costs at the rate of \$13.50 per hour by the City after the first 300 hours as shown on the School District's records. The City also shall pay actual utility costs for use of the forum and wrestling rooms at Treasure Mountain Middle School for all adult programs in addition to payments for the gymnasium facility. Utility cost for student related programs will not be charged. Every two years the utility rate will be adjusted to reflect the actual costs to the School District.

(b) The City shall arrange and pay all costs for the timely and efficient collection of all refuse from the premises.

(c) The City shall have the sole responsibility to pay operating expenses for the Leased Premises during the term of this Agreement, including janitorial, utilities, garbage collection, repairs and maintenance.

(d) The City shall pay and provide for the maintenance, repair and operation of the Leased Premises during the term of the Lease.

8.0 Indemnification and Insurance.

(a) Each party covenants and agrees to indemnify, hold harmless and defend the other, its agents and employees from all fines, suits, claims, demands and actions of any kind and nature, including attorney's fees, by reason of any and all of the uses or operations hereunder. The City and District agree to assume all the risks in the operation of their own recreation programs and facilities hereunder and will be solely responsible and answerable in damages for any and all accidents or injury to persons or property. City agrees to indemnify, hold harmless and defend School District, its agents and employees from all claims, damages, demands, actions, costs and charges, including attorney's fees, arising out of or by reason of any of its agents' or employees' acts or omissions hereunder or the operation of the City's recreation programs on said premises. The School District agrees to indemnify, hold harmless and defend City, its agents and employees

from all claims, damages, demands, actions, costs and charges, including attorney's fees, arising out of or by reason of its use of the Premises.

(b) Each party shall maintain Public Liability Insurance to protect patrons and participants on the premises. Each party shall carry a policy of general liability insurance in an amount of at least \$1,000,000 per person and \$1,000,000 per incident or occurrence. The City shall be named as an additional insured on the School District's policy and the School District shall be named as an additional insured on the City's policy. A certificate of insurance with a 30-day cancellation notice provision shall be provided to each party on or before the lease commencement date and be maintained continuously during the term of this lease. In addition to the liability insurance set forth above, the School District will procure, and keep in full force and effect during the term of this lease, Fire and Extended Coverage Insurance on its improvements, fixtures and equipment to the full insurable value of the same and will furnish the City with evidence of such coverage. The City shall likewise procure, and keep in full force and effect during the term of this lease, Fire and Extended Coverage Insurance on its leasehold improvements to the full insurable value of the same and furnish the School District with evidence of such coverage. Each party may carry whatever additional insurance they deem appropriate.

9.0 Title of Improvements.

Any improvements constructed on the Premises by the City which constitute "fixtures" shall be the property of the District and shall become the District's property at the conclusion of this Agreement without compensation to the City. "Fixtures" as used herein shall mean any improvement which cannot be removed from the Premises without some damage to the existing walls, floors, ceilings or other parts of existing structures. Any improvements to the Premises installed by the City which do not constitute fixtures shall be the property of the City upon termination of this Agreement and the City shall be entitled to remove such improvements without compensation to the District. Upon termination of this Agreement, the City may remove fixtures only upon receipt of prior written approval from the District. As a condition to removal of any improvement by the City, the City shall restore the Premises to the same condition as before the improvement in question was made.

10.0 Other Obligations of the District.

(a) Commencing November 8, 1990 and continuing through the term of this Agreement the District will permit the City free use of school buildings for recreation programs except as described in 7.0 above.

(b) The District shall schedule use of school buildings to avoid conflict with school programs and other commitments while assuring reasonable access to school buildings for recreation programs.

(c) The District shall provide for utilities and janitorial services for the buildings during normal uses by the City. If requested by the District, the City will be responsible for opening and closing the buildings and general clean-up following City use. If City use results in damages requiring repairs

in excess of \$25.00 the City shall reimburse the District for their actual cost to perform said repairs.

11.0 Joint Use Committee.

(a) The City and District shall establish a committee to advise on the operation of this Agreement including the design, scheduling and use of facilities addressed in the agreement. This committee, which shall be known as the Joint Use Committee (Committee), shall consist of two District representatives and one citizen appointed by the District and two City representatives and one citizen appointed by the City. The Committee shall meet annually in May and other times as may be necessary.

(b) In the event that Summit County (the "County") desires to use the Leased Premises for any purpose consistent with Paragraph 3.0(g) of this Agreement, the City shall grant priority scheduling to the County as requested subject only to use by the School District first and/or the City second but before all other persons and/or entities that may desire to use the Leased Premises.

12.0 Default.

(a) The City shall be in default of this Agreement if it does any one of the following:

- (1) Fails to keep and maintain the premises and all structures, improvements, landscaping, lawns and equipment in good condition and repair as required under paragraph 6.0 of this Agreement after receiving 15 days prior written notice to correct or repair as required.
- (2) Abandons use of the premises for the period of twelve (12) months.
- (3) Fails, after ninety (90) days written notice from the District, to perform or observe any condition or obligation of this Agreement.
- (4) Fails to expend at least \$1,000,000.00 toward capital improvements by November 8, 2000, as provided in Paragraph 5.0(g).

(b) The District will be in default of this Agreement if it fails, after ninety (90) days written notice from the City, to perform or observe any condition or obligation of this Agreement.

(c) In the event of default by any party, the non-defaulting party may demand for cure, seek specific performance, rescission or any other equitable or legal remedy. In the event a civil action is commenced to enforce the provisions of this Agreement, the prevailing party shall be entitled to an award of its costs of suit, including a reasonable attorney's fees.

13.0 Notice.

Notice required by this Agreement may be given by mail, postage prepaid, to the following addresses and will be deemed to have been given when posted, properly addressed as follows:

Park City School District
Attention: School Superintendent
1250 Iron Horse Drive
P.O. Box 680310
Park City, Utah 84060

Park City Municipal Corporation
Attention: City Manager
445 Marsac Avenue
P.O. Box 1480
Park City, Utah 84060

14.0 Complete Agreement.

This Agreement and the exhibit attached hereto constitute the entire agreement of the parties hereto with regard to the matters addressed herein. This Agreement and its Exhibit may be amended only by written agreement of the parties, signed by both parties hereto. No action or inaction of the parties shall constitute waiver, amendment or modification of the terms of this Agreement without a written, mutually signed amendment.

15.0 Severability.

In the event a portion or portions of this Agreement are adjudged to be void or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

16.0 Authorization.

The minutes of the respective Board meetings of the City and the District authorizing this Agreement are attached hereto as an Exhibit.

DATED this 20th day of Nov, 1990.

PARK CITY MUNICIPAL CORPORATION

Attest:

Carla L. Sheldon

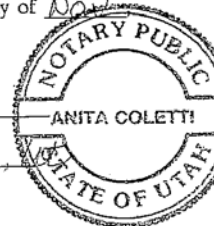
Bradley A. Olch
Mayor Bradley A. Olch

STATE OF UTAH)
 : ss
COUNTY OF SUMMIT)

The foregoing Agreement was acknowledged before me on the 20th day of Nov. 1990 by Bradley A. Olch, Mayor of Park city Municipal Corporation.

My Commission Expires:
9/1/91

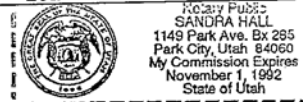
Anita Coletti
NOTARY PUBLIC
Residing at Park City, Utah



DATED this 13th day of Nov., 1990.

PARK CITY SCHOOL DISTRICT

Eugene S. Lambert
By: Eugene S. Lambert
Its: Board of Education President



STATE OF UTAH)
 : ss
COUNTY OF SUMMIT)

The foregoing Agreement was acknowledged before me on the 13th day of Nov. 1990 by Eugene S. Lambert, the Board of Education President of the Park City School District.

Sandra Hall
NOTARY PUBLIC
Residing at Park City, Utah

My Commission Expires:
Nov. 1, 1992

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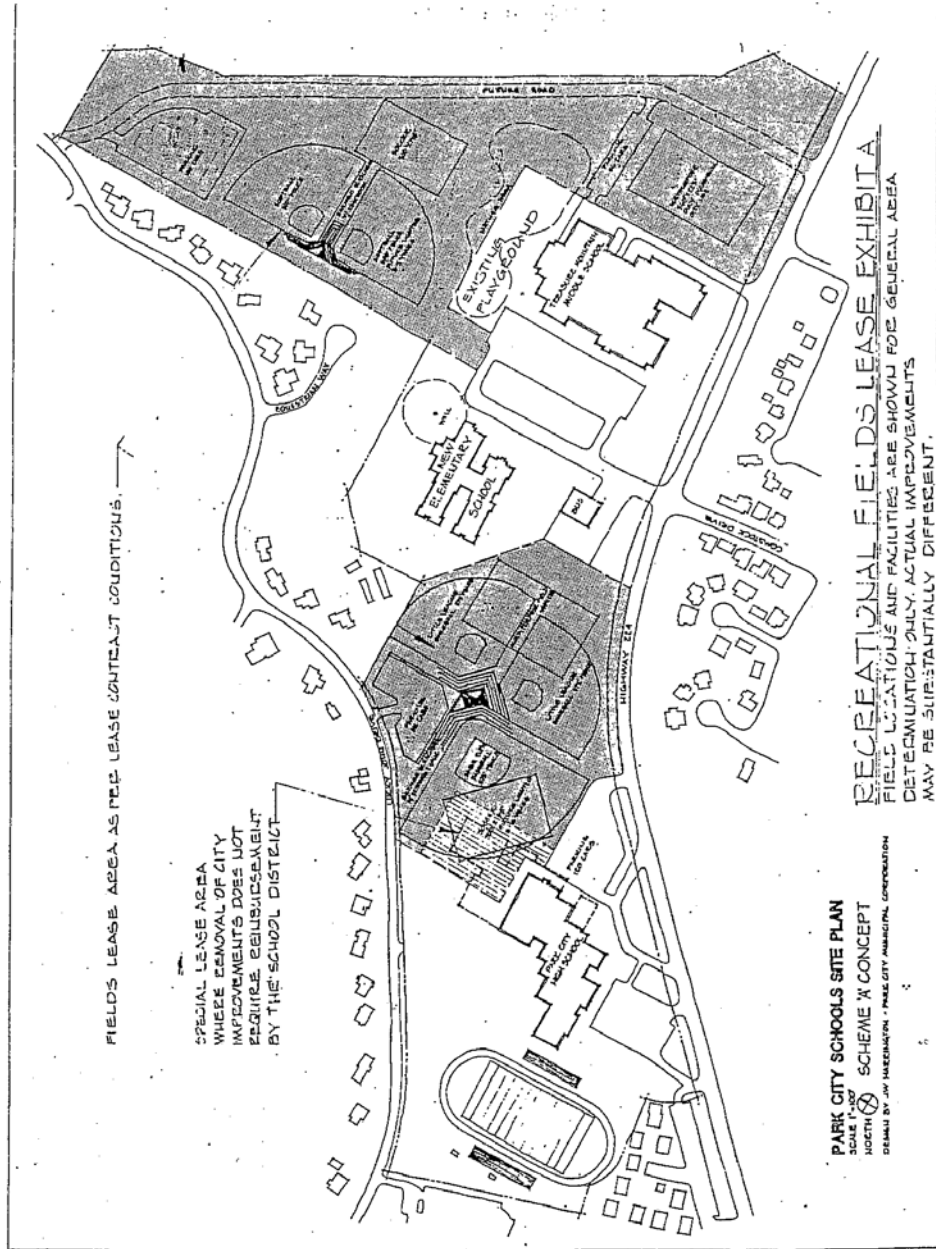


Exhibit B - Second Addendum

SECOND ADDENDUM TO AGREEMENT FOR USE OF SCHOOL FACILITIES FOR RECREATION

LEASE AND AGREEMENT FOR USE OF SCHOOL FACILITIES FOR RECREATION (Agreement)

This SECOND ADDENDUM is made and entered into in duplicate this 18 day of November, 2020, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and PARK CITY SCHOOL DISTRICT, a Utah political subdivision, ("District"), to amend the Agreement signed and executed by the parties on November 20, 1990.

WITNESSETH:

WHEREAS, the parties entered into an Agreement on November, 20, 1990, (hereinafter "Original Agreement"); and

WHEREAS, the parties entered into a First Addendum on December 26, 2019; and

WHEREAS, the term of the Original Agreement is due to end on November 7, 2020 unless extended for a twenty (20) year term at the sole discretion of City; and

WHEREAS, the term of the First Addendum is due to end on November 8, 2020, unless extended for a nineteen (19) year term at the sole discretion of City; and

WHEREAS, the parties have mutually agreed to extend the Original Agreement and First Addendum under the terms reflected below.

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

1. AMENDMENT: Section 4.0, Term, is hereby amended as follows:

4.0 (a) Subject to prior termination, as provided, the term shall be revised to reflect that it is for thirty-two (32) years, commencing November 8, 1990.

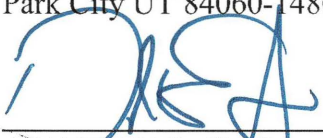
(b) The City at its sole discretion may extend the term by eighteen (18) years by providing notice to the District of its intent to extend by November 8, 2021.

2. OTHER TERMS. All other terms and conditions of the Original Agreement and First Addendum shall continue to apply.

3. **ENTIRE AGREEMENT.** This Second Addendum is a written instrument pursuant to Section 14 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.
4. **COUNTERPARTS.** This Second Addendum may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.
5. **ELECTRONIC SIGNATURES.** Each party agrees that the signatures of the parties included in this Second Addendum, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic signature through an electronic signature system such as DocuSign, are intended to authenticate this writing and to create a legal and enforceable agreement between the parties hereto.

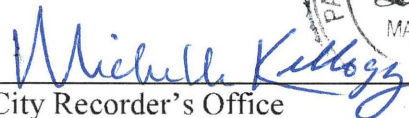
IN WITNESS WHEREOF the parties hereto have caused this Second Addendum to be executed the day and year first herein above written.

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

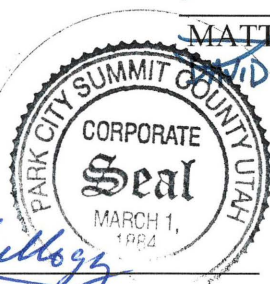


 MATT DIAS, City Manager
 DAVID EVERITT, ACTING

Attest:



 City Recorder's Office



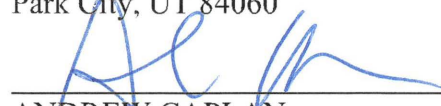
Approved as to form:



 City Attorney's Office

PARK CITY SCHOOL DISTRICT:
 2700 Kearns Blvd

Park City, UT 84060

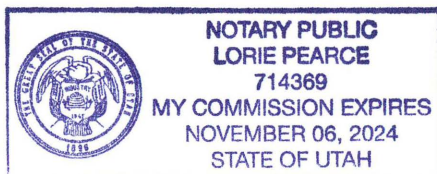

 ANDREW CAPLAN

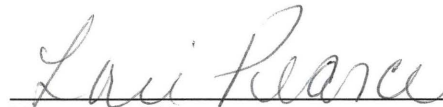
Board of Education President

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

STATE OF UTAH)
) ss.
 COUNTY OF SUMMIT)

On this 17 day of November, 2020, before me, the undersigned notary, personally appeared ANDREW CAPLAN, personally known to me/proved to me through identification documents allowed by law, to be the person whose name is signed on the preceding or attached document, and acknowledged that he signed it voluntarily for its stated purpose as Board of Education President for Park City School District, a Utah political subdivision.




 Notary Public

I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the ____ day of _____, 2020, at _____ (insert State and County here).

Printed name _____

Signature: _____

Exhibit C

~~SECOND-THIRD~~ ADDENDUM TO AGREEMENT FOR USE OF SCHOOL
FACILITIES FOR RECREATION

LEASE AND AGREEMENT FOR USE OF SCHOOL FACILITIES FOR
RECREATION (Agreement)

This ~~SECOND-THIRD~~ ADDENDUM is made and entered into in duplicate this _____ day of _____, ~~2020~~2021, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and PARK CITY SCHOOL DISTRICT, a Utah political subdivision, ("District"), to amend the Agreement signed and executed by the parties on November 20, 1990.

WITNESSETH:

WHEREAS, the parties entered into an Agreement on November, 20, 1990, (hereinafter "Original Agreement"); and

WHEREAS, the parties entered into a First Addendum on December 26, 2019;
and

WHEREAS, the parties entered into a Second Addendum on November 18, 2020;
and

~~WHEREAS, the term of the Original Agreement is due to end on November 7, 2020 unless extended for a twenty (20) year term at the sole discretion of City; and~~

WHEREAS, the term of the ~~First~~ Second Addendum is due to end on November 8, ~~2020~~2021, unless extended for a nineteen (~~19~~18) year term at the sole discretion of City; and

WHEREAS, the parties have mutually agreed to extend the Original Agreement, ~~and First Addendum,~~ and Second Addendum under the terms reflected below.

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

1. AMENDMENT: Section 4.0, Term, is hereby amended as follows:

4.0 (a) Subject to prior termination, as provided, the term shall be revised to reflect that it is for thirty ~~two-four~~ (~~32~~34) years, commencing November 8, 1990.

(b) The City at its sole discretion may extend the term by ~~eighteen-sixteen~~ (168) years by providing notice to the District of its intent to extend by November 8, ~~2021~~2023.

2. **OTHER TERMS.** All other terms and conditions of the Original Agreement and First Addendum shall continue to apply.
3. **ENTIRE AGREEMENT.** This ~~Second-Third~~ Addendum is a written instrument pursuant to Section 14 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.
4. **COUNTERPARTS.** This ~~Second-Third~~ Addendum may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.
5. **ELECTRONIC SIGNATURES.** Each party agrees that the signatures of the parties included in this ~~Second-Third~~ Addendum, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic signature through an electronic signature system such as DocuSign, are intended to authenticate this writing and to create a legal and enforceable agreement between the parties hereto.

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

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

MATT DIAS, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

PARK CITY SCHOOL DISTRICT:

2700 Kearns Blvd
Park City, UT 84060

~~ANDREW CAPLAN~~Erin Grady
Board of Education President

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

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this day of , 2020, before me, the undersigned notary, personally appeared ~~ANDREW CAPLAN~~ERIN GRADY, personally known to me/proved to me through identification documents allowed by law, to be the person whose name is signed on the preceding or attached document, and acknowledged that he signed it voluntarily for its stated purpose as Board of Education President for Park City School District, a Utah political subdivision.

Notary Public

I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the ____ day of _____, 2020, at _____ (insert State and County here).

Printed name _____

Signature: _____

Council Agenda Item Report

Meeting Date: October 7, 2021

Submitted by: Jonathan Weidenhamer

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve a 12-Month Extension of the Management Contract of the Downtown Business Improvement District in a Form Approved by the City Attorney
(A) Public Input (B) Action

Suggested Action:

Attachments:

[BID Contract Extension](#)

[Exhibit A: HPCA BID 4th Addendum](#)

[Exhibit B: BID Creation Resolution 8.30.07](#)

[Exhibit C: HPCA Summary of Services](#)

[Exhibit D: HPCA Budget Overview](#)

Staff Report



Subject: Extension of Downtown Business Improvement District (BID) Management Contract
Author: Jonathan Weidenhamer
Department: Economic Development
Date: October 7, 2021

Recommendation

Hold a public hearing and approve a twelve-month extension of the management contract of the downtown Business Improvement District (BID), in a form approved by the City Attorney (Exhibit A).

Executive Summary

In 2007, at the request of the Main Street merchants, the City Council created the downtown BID to establish and manage a single service provider for commercial solid waste collection and to “promote, protect, and preserve the historic Main Street area and look out for the interests of Main Street businesses” (Exhibit B, Resolution).

Council contracted with the Historic Park City Alliance (HPCA) through a competitive RFP process, and that contract expires on November 30, 2021. Staff, Council Liaisons and HPCA agree on amendments to the current scope of services to further align business promotion activities downtown with community goals; and jointly support a final extension of the agreement through November 30, 2022, allowing time to align HPCA’s services with community sustainability goals.

This report addresses the BID’s scope of service and funding sources, including BID fees and \$40,000 in separate, incremental parking revenues awarded to HPCA as part of the Park Silly Sunday Market agreement approved in 2010.

Background

Scope of Services

In 2007, at the request of the Main Street merchants, the City Council created the downtown BID to establish and manage a single service provider for commercial solid waste collection ([BID Boundary](#)). Under the initially contemplated scope of services—managing the solid waste contract—the City’s role was limited to collecting and distributing back to the HPCA the fees the business district imposed upon themselves. However, the merchants sought to expand the BID scope to include “promote, protect, and preserve the historic Main Street area and look out for the interests of Main Street businesses” ([8/30/2007 staff report, p.107](#)); [minutes, p.10](#).

Because of the expanded scope, the City Council issued an RFP for a business promotion service provider for the BID. The scope included: 1) Member Services, 2)

Marketing & Advertising, 3) Downtown Events & Activities, and 4) Commercial Solid Waste & Recycling.

The HPCA was the only proposer and has had the contract ever since. On June 6, 2019, PCMC extended the contract to June 30, 2020 ([June 6, 2019](#)). On June 25, 2020, Council agreed to extend the contract to November 30, 2020 ([link](#)) with a revised scope. The updated scope included more specific performance standards, including annual reporting on merchant communications regarding parking, events and construction; an overview of HPCA branding, marketing and promotions; and a summary of how the trash contract was managed and implemented. On October 1, 2020, Council extended the agreement to November 30, 2021, due to the ongoing economic impacts and uncertainty of COVID-19([October 1, 2020 Agenda](#); [Minutes](#), p.4).

Funding

BID Fees - A \$243 fee is levied annually on each business license within the BID. The fee generates approximately \$80,000 annually. It increased by about \$30,000 after Council amended the Municipal Code to apply the fee to Convention and Sales Licenses in 2017.

Shared Parking Revenues – These revenues are separate and not from the BID fee. However, the current contract includes promotional services provided with these funds. When Council approved the Park Silly Market (PSSM) contract in 2010, they increased parking rates by \$.50/hour, resulting in an annual revenue increase of \$120,000. Council agreed to share that equally among PSSM, HPCA, and Park City Municipal ([February 25, 2010 Council](#), work session. (p.1), Action (p.4 & p.17)). Council specifically approved the HPCA receiving \$40,000 for “programming” upper Main Street.

Both revenue streams are awarded to the HPCA based on documented performance reporting (Exhibit C, typical). The HPCA incorporates this funding into its annual operating budget for (Exhibit D):

- BID District overall management (administrative costs) services.
- Waste/trash collection services.
- Marketing, event, and promotional services.

Analysis

Scope

The original BID contract with HPCA began in 2007. Over the past several years, the community’s desire for more aggressive sustainability, transportation, social equity, and transportation goals have evolved considerably ([Park City Vision 2020](#)). Additionally, with the Park City Chamber’s current effort for tourism management ([Tourism Management Article](#)) and Global Sustainable Tourism assessment ([GSTC Destination Criteria](#)), staff believes there is a unique opportunity to align the business community ethos with community goals. For example, community waste diversion goals align with evolving changes in community values and business best practices for zero waste, as

indicated by the most recent PC Chamber Bureau survey. Staff believes there are other opportunities for alignment, such as programming upper Main during car-free Sundays, programming to bring locals back to Main Street during non-peak times, etc.

Implementation and Updated Scope

Staff and HPCA agree on amendments to the current scope of services to further align business promotion activities downtown with community goals (Exhibit A). Staff recommends Council delegate authority to their HPCA liaisons to evaluate HPCA's performance through a bi-annual check-in and formal annual reporting requirements. The liaisons will then report to the entire Council verbally during Council Communication or ask staff to through a formal staff report as needed.

Expiration of Contract

Due to the duration of this contract, the evolution of community goals, and as a matter of good practice and fiduciary responsibility, staff recommends no further extensions of the contract after November 2022. This timing aligns with the expiration of the current PSSM contract and the verbal pledge of \$40,000 in annual parking dollars to the parties. Doing so will allow the Council and HPCA to contemplate options for future service provision and funding sources.

Exhibits

- Exhibit A: 4th Addendum
- Exhibit B: Resolution Creating BID
- Exhibit C: HPCA Services Fulfillment Submittal (typical)
- Exhibit D: HPCA Budget Overview

Exhibit A – Fourth Addendum Draft

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

This ~~THIRD-FOURTH~~ ADDENDUM is made and entered into in duplicate this ____ day of _____, ~~2020~~2021, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, (“City”), and HISTORIC MAIN ST. BUSINESS ALLIANCE, a Utah corporation, d/b/a HISTORIC PARK CITY ALLIANCE, (“Service Provider”), to amend the Park City Municipal Corporation Service Provider/Professional Services Agreement signed and executed by the parties on March 18, 2016, as amended by a First Addendum executed by the parties on October 16, 2019, ~~and~~ a Second Addendum executed by the parties on July 20, 2020, and a Third Addendum executed by the parties on November 12, 2020.

WITNESSETH:

WHEREAS, the parties entered into a Park City Municipal Corporation Service Provider/Professional Services Agreement on March 18, 2016, (hereinafter “Original Agreement”);

WHEREAS, the parties entered into a First Addendum on October 16, 2019, (hereinafter, “First Addendum”), adding more detail to the scope and performance standards; and

WHEREAS, the parties entered into a Second Addendum on July 20, 2020, (hereinafter, “Second Addendum”), extending the term until November 30, 2020; and

WHEREAS, the parties entered into a Third Addendum on November 12, 2020, (hereinafter, “Third Addendum”), extending the term until November 30, 2021; and

WHEREAS, the term of the Original Agreement, First Addendum, ~~and~~ Second Addendum, and Third Addendum is due to end November 30, ~~2020~~2021; and

WHEREAS, due to the unforeseen impacts of Covid -19, the parties desire to extend the Original Agreement, First Addendum, ~~and~~ Second Addendum, and Third Addendum to November 30, ~~2021~~2022, under the current terms.

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

1. AMENDMENTS:

- a. **EXTENSION OF TERM.** The term of the Original Agreement, First Addendum, ~~and~~ Second Addendum, and Third Addendum shall be extended to a termination date of November 30, 20212.
2. **OTHER TERMS.** All other terms and conditions of the Original Agreement, First Addendum, and Second Addendum shall continue to apply, with the exception of Exhibit A, which shall be replaced in its entirety.
3. **ENTIRE AGREEMENT.** This ~~Third-Fourth~~ Addendum is a written instrument pursuant to Section 21 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.
4. **COUNTERPARTS.** This Third Addendum may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.
5. **ELECTRONIC SIGNATURES.** Each party agrees that the signatures of the parties included in this Third Addendum, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic signature through an electronic signature system such as DocuSign, are intended to authenticate this writing and to create a legal and enforceable agreement between the parties hereto.

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

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

MATT DIAS, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

**HISTORIC MAIN ST. BUSINESS ALLIANCE,
a Utah corporation, d/b/a HISTORIC PARK
CITY ALLIANCE**

PO Box 1348
Park City UT 84060

Tax ID#: 87.0629176_____
PC Business License# BL B-007289_____

RHONDA SIDERIS, President

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

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

| On this ____ day of _____, ~~2020~~2021, personally appeared before me RHONDA SIDERIS, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the President (title or office) of HISTORIC MAIN ST. BUSINESS ALLIANCE, a Utah corporation, d/b/a HISTORIC PARK CITY ALLIANCE, by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged she signed it voluntarily for its stated purpose as President for the corporation.

Notary Public

I declare under criminal penalty under the law of Utah that the foregoing is true and correct.

Signed on the ____ day of _____, 202~~10~~, at
_____ (insert State and County here).

Printed name _____

Signature: _____

EXHIBIT "A"

ADDITIONAL SCOPE OF SERVICES

- A. In collaboration with the City, provide communication to all the Main Street merchants and employees through various channels (i.e., newsletter, emails, phone calls, social media, merchant to merchant noticing and meetings) including, but not limited to: Special Event(s), parking, construction, trash/recycling, security and other City processes, information or surveys (i.e., Municipal Code amendments) that may impact the Main Street area. Provide bi- annually, an updated contact list for each business. Provide a protocol or best practices approach for member engagement and outreach to be submitted by May 31 each year.
- B. Responsible for gathering merchant feedback and providing an overview to appropriate City staff or City Council as needed.
- C. Provide branding, marketing, business promotion, programming and advertising for BID businesses and the Historic Main Street area that is aligned with community goals and City Council Vision (Council Vision 2020). Provide annual updated Promotion, Branding and Marketing Plan to staff and City Council by May 31 each year.
- D. Provide communication to Main Street area businesses regarding trash services for the Park City Historic Business Improvement District (BID) and work with City staff to evaluate the program, specifically related to renewal of the Park City's service contract with the solid waste hauler. Act as the primary point of contact between the City, solid waste service provider and Main Street merchants, including but not limited to, billing, quality of service, overflow trash, lack of service issues, etc.
- E. The City requires that the Service Provider present updates to City staff and Council liaisons at minimum two times annually on the following metrics. Perpetuation of this service provider contract is contingent upon the satisfactory execution of the scope of services, which is in part determined by the achievement of the goals specified here:
 - 1. HPCA agrees to keep and maintain its financial books and records in accordance with generally accepted accounting principles. The City or its independent auditor reserves the right to conduct its own annual audit of the financial books with respect to funds received from the

City and records at reasonable times and places during ordinary business hours, provided that thirty (30) days written notice of the audit is provided to HPCA and such notice contains reasonable explanation for the audit. Any audit performed by Park City pursuant to this Agreement shall be performed at Park City's sole expense. If the BID collections have not been used as agreed herein, the City shall be entitled to a full or partial refund of the amount. The City agrees to provide HPCA with the BID collections report no later than March 31 of each year and an additional report at June 30. HPCA agrees to provide a line-item accounting of all revenues received from the City and all corresponding expenses incurred that shows how BID funds were spent, an annual budget, and a copy of latest Form 990 submitted to the Finance Manager or designee by no later than May 31 of each year. A bi-annual update is required to staff and Council liaisons prior to November 1. Liaisons shall confirm verbally to the entire City Council or have staff report formally if necessary on performance.

2. Annually provide a summary to the Finance Manager by May 31, of how each of the services in the scope of services was met. Summary should include but is not limited to the following:
 - a. Summary of communication efforts regarding events, parking, construction, updated contact info for businesses, etc.;
 - b. Summary of amount and types of gathering merchant input;
 - c. Overview of branding, marketing and promotions and documentation of how it is aligned with community priorities and Council's Vision;
 - d. Summary of trash/recycling/waste reduction efforts as a district; and
 - e. Summary of actions or communications with City and or trash service provider for provision of adequate and efficient service delivery.
3. Hold quarterly trash/recycling meetings with the Trash and Recycling Committee to evaluate the program and monitor the shared account billing rates. Provide an agenda and summary of each meeting.
4. Provide the City with an electronic informational hand-out to be given to newly licensed businesses within the BID boundaries that includes HPCA contact information submitted to the Finance Manager or designee by no later than September 1, 2019 May 31, 2022.

Exhibit B – BID Creation Resolution

A RESOLUTION CREATING THE MAIN STREET BUSINESS IMPROVEMENT DISTRICT IN PARK CITY FOR THE PURPOSE OF GENERAL PROMOTION OF BUSINESS ACTIVITIES WITHIN THE DISTRICT AND DECLARING THE INTENT OF THE CITY COUNCIL TO LEVY A TAX WITHIN THE DISTRICT

WHEREAS, the Utah Parking and Business Improvement District Act, Utah Code Ann. §§ 17A-3-401 to 414, 1953, as amended allows counties and municipalities to establish Parking and Business Improvement Districts; and

WHEREAS, 17A-3-404 (2) provides that a county or a municipality which has established a parking and business improvement district may levy a tax on businesses within said district which is in addition to all other taxes levied upon businesses, and shall not be limited by levy limitations imposed upon counties or municipalities by law; and

WHEREAS, 17A-3-405 (2) provides that it shall be the duty of the governing authority of a county or municipality to adopt such a resolution, upon presentation to the governing authority of a petition proposing the establishment of a parking and business improvement district and setting forth the boundaries of the proposed district, if the petition is approved by 10% or more of the business owners located in the proposed district; and

WHEREAS, the City Council received a petition on June 21, 2007, by more than 10% of the business owners in the proposed district requesting the establishment of a Business Improvement District within the boundaries specifically described in Section 6 below; and

WHEREAS, the City Recorder gave notice of intention to establish the District in the Park Record pursuant to Utah Code Ann. §§ 17A-3-406 to 407, on July 21, 28, and August 4, 2007, describing the boundaries of the District, stating that taxes will be annually levied upon businesses in the District, and designating August 16, 2007, as the date for the public hearing at City Hall; and

WHEREAS, protests against the establishment of the District, its tax, and related matters were given full consideration by the governing authorities of the municipality prior to and during the public hearing held on August 16, 2007, and on August 30, 2007; and

WHEREAS, the City Council hereby declares that the public health, convenience, and necessity requires the establishment of the District;

WHEREAS, it is the intent of the City Council of Park City to establish a business improvement district, to be known as the “Main Street Business Improvement District” pursuant to the Utah Parking and Business Improvement Act;

NOW THEREFORE, be it resolved by the City Council of Park City as follows:

1) The City Council of Park City hereby establishes the Main Street Business Improvement District (hereinafter “District”) which boundaries are specifically described in Section 6 hereafter, pursuant to the Utah Parking and Business Improvement Act. The recitals above are hereby incorporated as findings.

2) The District will have all powers and authorities expressed in Utah Code Ann. 17A-3-4, with the primary purpose of the District the provision of solid waste management and business promotion.

3) The City will have power to levy a tax on all businesses within the District, pursuant to Utah Code Ann. §§ 17A-3-404(2) and hereby declares its intent to enact by ordinance a tax of \$156 upon each business located within the District boundaries described in Section 6 hereafter.

4) The City will establish a separate fund to be known as the Main Street Business Improvement District Fund. All tax monies received from the tax authorized hereunder shall be deposited in the fund to the credit of the Main Street Business Improvement District Fund and shall be used for no other purpose other than operation and expenses of the District.

5) If persons constituting and consisting of over 50% of the business owners of the territory proposed to be included within the district file written protests within 15 days after the conclusion of the hearing against the establishment of the district, the proposed establishment of the district shall be abandoned.

6) The boundary of the proposed Main Street Business Improvement District is defined as all businesses located in the following area:

The proposed BID boundary shall follow the centerline of the following streets: beginning at the intersection of Main Street and Deer Valley Drive, then proceeding westerly on Main Street to the intersection of Main Street and 9th Street, then west on 9th Street to the intersection of 9th Street and Park Avenue, then proceeding southerly on Park Avenue to the intersection of King Road, then easterly on King Road to Main Street, then southerly on Main Street to Hillside Avenue, then proceeding easterly along Hillside to Marsac Avenue, then proceeding northward on Marsac Avenue to the intersection of Deer Valley Drive and the point of beginning.

7) Control of the District, including funds of the District and disestablishment, shall be governed by the Utah Parking and Business Improvement District Act, as amended.

8) Any expansion or change by the governing authority of the powers, duties, purpose, or tax outlined in this Resolution shall only be done following a properly noticed public hearing.

This Resolution shall become effective upon adoption by the City Council of Park City.
Dated this 30th day of August, 2007.

<https://parkcity.municipalcodeonline.com/book?type=resolutions#name=27-07>



Exhibit B HPCA Summary of Services (typical)

May 29, 2020

Mindy Finlinson
Finance Manager
Park City Municipal Corporation
PO Box 1480
Park City, UT 84060

Mindy:

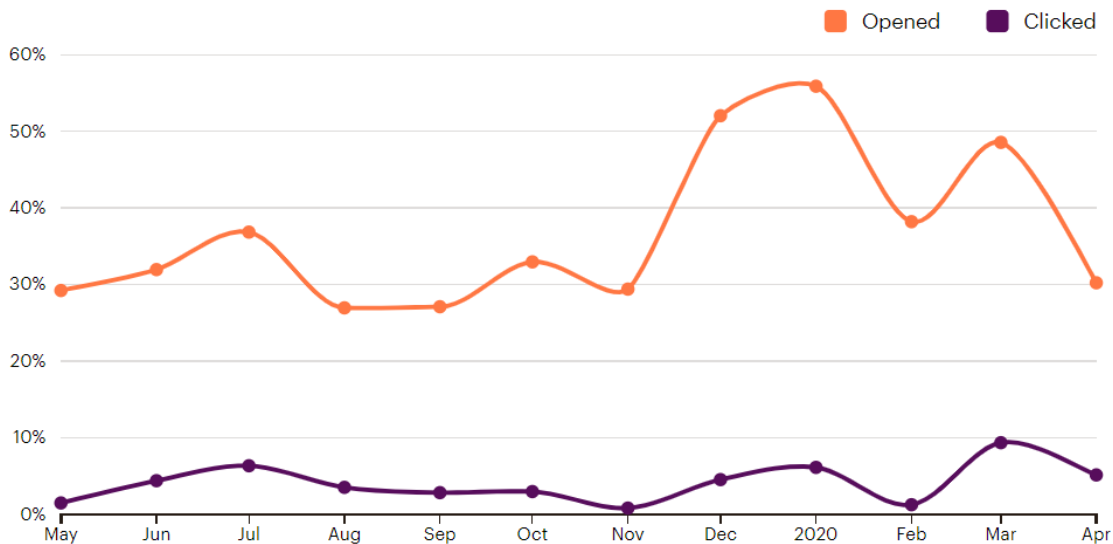
Per the contract between Park City Municipal Corporation (PCMC) and the Historic Park City Alliance (HPCA) signed on September October 16, 2019, the HPCA is required to provide you with a summary as to how the scope of services within the contract were met. Please find such summary below.

a. Summary of communication efforts regarding events, parking, Construction, updated contact information for businesses, etc.

The HPCA utilizes Mail Chimp for bulk emails to members. The following is a breakdown of the number of emails sent to members. The HPCA no longer curates a monthly newsletter; instead the HPCA communicate pertinent information as it arises.

FY20	Number of Emails Sent
July	4
August	5
September	4
October	1
November	5
December	7
January	5
February	1
March	22
April	16
May	21

HPCA has an 40.3% open rate on emails sent to merchants which is higher than the industry standard open rate of 37.2%.



1 12 MONTH OVERVIEW OF EMAIL COMMUNICATION

FY20 Highlights

At the October 15, 2019 Board Meeting the Board of Trustees voted to improve the communication methods as their top goal for FY20. The Board felt improved communications builds a foundation that would benefit all future efforts of the organization.

The membership provided feedback requesting additional email communication leading up to large events. The HPCA now provides an event overview 2 weeks prior to the event. This assists businesses with scheduling and communicating impacts from the events. As the event approaches an email sent each day and is narrowed down to certain topics such as parking, trash, transit service, etc. Members preferred to have emails titled in their inbox to easily access the information.

In November 2020, the HPCA coordinated and confirmed the membership of the organization with the Business License Specialist. The contact database was updated and monthly communication with the Business License Specialist occurs to make sure new businesses have been added.

The HPCA updated its landing page for members. The page now includes important information at the top. Information about events and next Board Meeting date is included in the top-of-page information. Please visit the member landing page using this link. <https://historicparkcityutah.com/members>

During the first eight (8) weeks of the pandemic the HPCA coordinated messaging with the Park City Restaurant Association and Park City Lodging Association. All three organizations were communicating the same messages so the HPCA took the lead on sending emails to members of all three organization and the Restaurant Association kept their website updated with information valuable to all businesses.

b. Summary of amount and types of gather merchant input:

The HPCA holds Board of Trustee meetings the third Tuesday of every month. There is no meeting in January. At each meeting members can provide input on items not on the agenda at the beginning of the meeting. During the meeting those attending are asked to provide input prior to Board decisions.

When there are items that have an impact on the way merchants conduct business a survey is sent, and the results are used to inform Board decisions.

Prior to the pandemic, the HPCA was holding quarterly open houses for membership, one in the morning and a second scheduled in the evening. Scheduling two meetings at different times of the day draws out different merchants and allows the HPCA to receive the greatest amount of input.

During the pandemic, the HPCA began holding Listening Sessions using Zoom. These discussions were developed for merchants to talk to each other about the issues and solutions they had. A total of seventeen (17) Listening Sessions were held in March and April. Four (4) Listening Sessions were held in May to specifically talk about the Car-free Sunday proposal.

c. Overview of branding, marketing, and promotions.

Meisha Ross, Marketing Director, provides a marketing summary for the Board Meeting packet each week. The summary reviews efforts from the past month.

May's Marketing Update that was included within the Board Packet is placed below. To review all Board Meeting Packets for FY20 please use this link. <https://historicparkcityutah.com/members/hpca-board-members-and-meetings-fy20>

Current Marketing Efforts (May)

The Historic Park City Alliance is currently advertising in the Park City area. Advertising outside of the Park City area will resume upon approvals from Summit County.

Current spend is as follows:

Wasatch Front April

Social: \$xxx

Display: \$xxx

Total Expected Spend: xxx

This campaign was paused May 1 per Summit County guidelines regarding out of county traffic.

Tactics:

- Print
 - Devour
 - City Guide
 - Big Life
 - Park City Magazine
 - Salt Lake Magazine
- Digital
 - Wasatch Front Social
 - Wasatch Front Digital Display

Wasatch Back through May 7

Social: \$xxx

KPCW: \$xxx

PR: \$xxx

Total Expected Spend: \$xxx

Upcoming Tactics:

- Direct Mail
- Additional Social
- Programmatic Display
- Paid Search

2021 Summit County Restaurant Tax Grants (recommended for approval to County Council)

HISTORIC PARK CITY MARKETING AND COMMUNICATIONS \$106,100 REQUEST

In today's environment it becomes more important than ever to drive regional traffic to Park City. As we rebuild and enter recovery, Historic Park City is well positioned to utilize our market position to drive traffic to support our small business economy. This year's grant application is larger than normal, because we will need to make a larger impact in the market. Historic Park City merchants will see significant impacts to current business closures due to higher rents and costs of doing business as well as the large percentage of small, locally owned businesses on the street. We look to execute several strategic marketing campaigns to support these small businesses.

HISTORIC PARK CITY EARLY WINTER ACTIVATION \$155,973.47 REQUEST

In the immediate future, the Historic Park City Alliance believes creating an interactive winter experience will help set Park City apart as visitors plan where to spend their discretionary income. We also expect visitors to be more cost sensitive as we have a path toward recovery. Promoting early season allows us to offer a price sensitive Park City experience. Creating an early season experience unparalleled in other destinations will set Park City up for success by kicking off the winter season with something new and exciting to promote.

While the immediate future is uncertain, we know Park City will rebound and the challenges we have faced in recent times of prosperity will return. Each year, the ski season kicks into high gear the weekend before Christmas. Local businesses are tasked with hiring and training employees in early December, yet they lack comparable business volumes to help employees understand and prepare for the magnitude of business to come.

Historic Park City has partnered with Salt Lake City based WEBB to enhance our winter wonderland experience through the creation of 10-12 customized, interactive snow globes to adorn Historic Park City from November 20 – early January. The Snow Globes will showcase historic Park City winter scenes, iconic community members and feature interactive experiences. Additional weekend programming including the annual Electric Parade, visits from Santa and reindeer, and a life-sized snow globe photo op will be scheduled from November 20 through mid-December. The intent of the program is to encourage visitation to Park City with an artistic, cultural expression of winter in Winter's Favorite Town. The Snow Globes will be strategically placed throughout the historic district to encourage visitors to stroll the entire street while shopping and dining throughout their experience. Additional digital, interactive experiences will be executed to support "Instagrammable experiences."

The concept of this event is derived from a small former steel town, Steubenville, Ohio. In early 2015, business leaders in Steubenville were searching for a way to invigorate their downtown and created the Steubenville Nutcracker Village. The village has grown from its inception in 2015 to now attracting nearly 40,000 visitors annually and ranks among the top holiday events in Ohio. [Source: Pittsburgh Post-Gazette](#)

Park City is already a sought-after destination, yet now more than ever we will need to invigorate visitation in as many ways as possible. Driving additional traffic to town between Thanksgiving and Christmas will help the business community prepare for holiday business volumes while increasing **tourism** and in turn tax revenues. This public art installation brings the Park City Chamber Bureau's tagline, Winter's Favorite Town™ to life using **cultural tourism** to support the business community. The Snow Globes are expected to last 5-7 years allowing the organization to further develop additional **assets** each year while transitioning funding from fabrication to marketing and advertising.

d. Summary of trash/recycling/waste reduction efforts as a district; and

Trash and recycling operations remained the same through the Fall of 2019. In December trash began to overflow the dumpsters and many mornings trash was left on the ground. The HPCA reviewed the days of pick-up and changed them to follow the busiest days on the street. Once the schedule was revised there was no longer a trash overflow problem.

The Mobile Recycling Center is funded by Franchise Fees charged by Republic Services on trash bills of the merchants. The mobile center provides two (2) pick-ups a week during shoulder seasons and three (3) day a week pick-up during peak season. Additional days are provided during Sundance. During the pandemic, the service was reduced to once a week.

Republic Services does not provide recycling pick-ups on the weekends. The HPCA saw an overflow occurring each weekend at the cardboard recycling container behind Firewood. The HPCA contracted with The Green Machine to remove cardboard from the dumpster Saturday mornings and provide a second pick-up of materials later in the day. This occurred from the end of December until the start of the pandemic and prevented overflow.

The HPCA's Trash and Recycling Committee began meeting again and new members were added in March of 2020 to add a more diverse voice to the discussions. Up until the end of March the Trash and Recycling Committee was working with PCMC on an RFQ for trash and recycling services. This was to include a pilot program for an increased level of recycling. This effort has been postponed due to the pandemic.

e. Summary of actions or communications with City and or trash service provider for provision of adequate and efficient notice.

The HPCA re-activated four (4) committees, marketing, trash and recycling, parking, and events. These committees, besides marketing, included City staff members and Republic Services for trash discussions. This kept them as part of the discussion and allowed feedback that benefited their own operations.

The HPCA provides the information above to meet the conditions of the joint contract between PCMC and HPCA. The HPCA is initiating an audit of FY20 and will provide the City with the full report once complete in July. The HPCA acknowledges that BID funds and Parking Revenue funds will not be distributed until the audit is received and reviewed by PCMC.

We look forward to continuing our working relationship and please let me know if you need clarification on any of the responses.

Best regards,



Alison Kuhlow
Executive Director

cc. Matt Dias

Exhibit C – Overview of HPCA Budget

Background on BID Finances

In response to specific question from Council in June 2019:

- 2009 updated per business Bid fee from \$156 to \$243;
- From 2009 – 2016 the BID generated approximately \$60k annually;
- On 8/20/17 Municipal Code amended to require CSL's to pay BID fees;
- Since, the BID generates approximately \$80 k annually;
- In August 2018 Municipal Code amended to require *all* CSL applicants show receipt from Republic Svcs. for \$100. This generated an additional \$10,000 that was paid to Republic Svcs to offset HPCA shared account balance

Merchants via a vote (i.e. annual meeting, and supported by Board action) can raise fees to cover costs of providing services.

HPCA Budget Overview – Submitted by Alison Kuhlowl, HPCA

Grant Awarded and Funding Sources

The HPCA fiscal year starts on July 1, 2019.

2019 Grants Awarded

Restaurant Tax Grant - \$40,000

Park City Chamber and Visitors Bureau Event Grant - \$1,500

HPCA Funding Sources

BID Revenue

BID Revenue: \$56,376
Convention Sales Licenses: \$25,272

Parking Revenue

As part of the Park Silly Sunday Market agreement in 2010, the City Council allocated \$40,000 to the HPCA for use towards marketing annually. The funds are now provided after April 30th each year.

Grants

The HPCA applies for grant funds annual from both the Restaurant Tax Grant and Chamber of Commerce Event Grant programs. Grants funding is determined by June 10 and funds are available as of July 1.

Franchise Fee

In 2010, the HPCA passed a Franchise Fee that is an additional percentage charged on Republic Services bills to cover the funding of the Mobile Recycling Center.

Current HPCA Contracts

December 2019

Meisha Lawson Marketing Services

Scope:

Creative Execution - Work with the Branding and Marketing Committee to determine the creative direction for the outreach campaign. Identify and develop creative assets and deliverables for advertising campaigns, newsletters, social media, additional website development and signage.

Communication Tactics – MLMS will provide manage activities to communicate HPCA activities and initiatives that include:

- Key message training for members
- Press materials development for use with media and on-line
- Pro-active media relations activities to promote activities within Historic Park City
- Press releases
- Public service announcements
- Calendar notices
- Pitches to targeted media
- Publicize and create promotions around events such as Kids Day and Locals'

Thursdays

Website Content Development – MLMS will review the current capabilities of the HistoricParkCityUtah.com website and identify website content scheduling for the various pages on the website that would coordinate with the overall PR campaign. MLMS will launch and manage a guest blogger campaign for the website which would add new content into areas such as dining, shopping, and family activities.

Social media – MLMS will provide content and updates on the HPCA Facebook and Twitter and Instagram (to be created) accounts. Social accounts will be monitored and engaged / updated a minimum of every 48 hours. MLMS will identify and recommend any additional social media outlets.

E-newsletters – MLMS will develop a monthly e-mail campaign for our patrons that will link back to our website and social media platforms to provide additional information and resources.

Monitoring and Reporting - MLMS will provide insight into what monitoring systems the HPCA currently has in place, what's working and what's not and develop an agreed upon system of monitoring, reporting and applicable timelines that meet the HPCA's needs.

Media partners - MLMS will work with print and broadcast media partners will help broaden our reach. MLMS will assist in finding the right media partners to make maximum use of the advertising budget.

Events/Promotions - MLMS will work with the Marketing and Branding Committee and Events Committee to enhance and/or redesign existing events produced by the HPCA to support our objectives. MLMS would be responsible for the programming of both Halloween on Main Street and Holidays in Historic Park City.

Amount: \$36,000 per year

Expiration: Annual extension of contract, based on terms from 2014 agreement.

Good Earth Recycling

Scope: Provide a Mobile Recycling Drop-off Collection Center available at designated times and stops in Historic Park City.

Amount: \$29,200

Expiration: November 30, 2019 – month to month

Alison Kuhlow Consulting

Scope: The HPCA would engage Alison Kuhlow to perform the services set forth. The Executive Director's duties shall be assigned by the President of the HPCA Board of Trustees and shall be based on the following:

- Directing, coordinating, and supervising the day-to-day activities of various responsibilities of the HPCA;
- Work with the Executive Committee and Board on the development of initiatives and directing, coordinating and supervising their implementation;
- Manage the HPCA's marketing consultant and oversee his/her activities as they relate to events, public relations, advertising, and branding;
- Manage financial responsibilities of the HPCA including budget development, process HPCA billing and vendor invoices, coordinate with bookkeeper on reconciliation of accounts, and preparation of tax materials for an accountant.
- Coordinate and manage trash and recycling services for the Business Improvement District (BID) and work with City staff to evaluate the program, specifically related to renewal of the service contract with waste haulers. Continue to maintain and/or expand the recycling program to accompany the solid waste management efforts and sustainability goals of the membership;
- Coordinate, liaise, and negotiate with the City on issues such as code changes, infrastructure improvements, parking regulations, filming etc.;
- Maintain and build Chamber of Commerce and City relationships via attendance at meetings, liaison duties with Council, Chamber and City staff, special committees, etc.;
- Manage HPCA committees as required (Events, Infrastructure, Marketing, Parking and Traffic, etc.);
- Solicit feedback from BID businesses about HPCA performance on annual basis; and

- Recommend for consideration by the Board such policies and procedures concerning the organization, governance and operation of the Board and the HPCA in general.

General administration and management services included within the scope of work and provided by Alison Kuhlow and her employees include:

- Provide communication to all the Historic Park City merchants (defined by the Business Improvement District boundaries) through various channels (i.e. newsletter, emails, phone calls, and door to door outreach as needed) including local event information that may impact the Historic Park City area;
- Plan and coordinate quarterly educational and informational events for HPCA members;
- Maintain a directory of active businesses within the BID which includes a current list of businesses participating in the common dumpsters and individual trash;
- Coordinate with the City's Finance Department on BID information distributed to new members, notice of new members, and collection of complete and accurate new member contact information;
- Keep the HPCA website current regarding calendar events, member promotions, meeting notices, merchant information, business landing pages and other information;
- Coordinate the Main Street directory map updates and distribution, including web-based versions;
- Write minutes for HPCA and Committee Meetings when required; and,
- Maintain statistics for the area including sales tax data, lodging numbers and other data points and cross check with events or other activities such as filming.

Amount: \$54,500

Expiration: June 30, 2021